

# **TOWN OF WHITESTOWN**

12/2/2013

## **Professional Services Agreement for Town Planning, Zoning, & Inspection Services**

**Town of Whitestown Contract # 0-2010**

## **AGREEMENT FOR TOWN PLANNING, ZONING, AND INSPECTION SERVICES**

TITLE: Planning, Zoning, and Inspection Services

Contract Number: **0-2010**

This contract is made and entered into by and between the Town of Whitestown, Indiana, a municipal Corporation, hereinafter called the TOWN and GRW Inc., hereinafter called **ZONING ADMINISTRATOR**.

WHEREAS, ZONING ADMINISTRATOR represents ZONING ADMINISTRATOR has the expertise and is qualified to perform the services described in this agreement; and

WHEREAS, the Town Council and Town Manager of the Town of Whitestown are authorized and empowered by the provisions of the Town Code to execute contracts for Professional Services;

NOW THEREFORE, for and in consideration of the mutual covenants and conditions hereinafter contained, it as agreed by and between the TOWN and ZONING ADMINISTRATOR, as follows:

### **1. DESCRIPTION OF SERVICES AND CONTRACT DOCUMENTS**

#### ***Town of Whitestown Town Planning, Zoning and Inspection Services.***

Contract documents consist of this Contract, the Request for Information issued October 15th, 2010 entitled "Town of Whitestown Request for Information and Proposals for Town Planning and Zoning Services" ("RFI"), and Qualifications for said services prepared by ZONING ADMINISTRATOR and dated December 14, 2010 ("Qualifications"), all of which outline the scope of services (collectively "Contract documents") A true and accurate copy of each of these documents is attached to this Contract and expressly incorporated herein.

### **2. SCOPE OF WORK**

- 2.1** The general Scope of Work is outlined and described in Section 3.1 and Exhibits A, B, and C to the RFI.
- 2.2** ZONING ADMINISTRATOR will prepare presentation graphics, handouts and comment sheets where applicable. The TOWN will be responsible for setting the date and time of the meetings, arranging for the meeting place and notifying the public. The ZONING ADMINISTRATOR's project manager and selected design team members will attend each meeting to answer questions, make a presentation, advise the board and/or make recommendations regarding the various matters.
- 2.3** TOWN reserves the right to approve changes/replacements to ZONING ADMINISTRATOR's personnel assigned to this project as outlined in ZONING ADMINISTRATOR'S Qualifications document dated December 14, 2010 for

Town of Whitestown Engineering, Town Planning, Zoning and Inspection Services.

- 2.4 If authorized by the TOWN, ZONING ADMINISTRATOR will furnish services in addition to those set forth in this Agreement on a project by project basis. The ZONING ADMINISTRATOR shall not accept any change of scope, or change in contract provisions, unless issued in writing, as a contract amendment and signed by the TOWN.

3. **TOWN OPTION**

The Town reserves the right to award an option to provide construction management or engineering services if required.

4. **PAYMENTS AND SCHEDULE OF PAYMENTS**

The ZONING ADMINISTRATOR shall be paid in accordance with the following schedule:

- 4.1 For all Zoning and Planning services for which an applicant submits a fee, the ZONING ADMINISTRATOR shall perform such service, including, but not limited to, the review of any applications, preparation of any recommendations to the Area Plan Commission or the Board of Zoning Appeals, correspond and negotiate with applicants, and any other related services, in exchange for the fee as outlined in **Exhibit I**;
- 4.2 The ZONING ADMINISTRATOR shall receive a flat fee for attending meetings in accordance with the following schedule:
- 4.2.1 Three Hundred Dollars (\$300) per month to attend one regular monthly Area Plan Commission meetings and to provide the monthly report set forth in Section 9 below;
- 4.2.2 Three Hundred Dollars (\$300) per Board of Zoning Appeals meetings (the Board of Zoning Appeals meetings will be held on an as-needed basis); and
- 4.2.3 Three Hundred Dollars (\$300) for any additional meetings at which the ZONING ADMINISTRATOR is requested by the TOWN to attend
- 4.3 If the TOWN requests additional services not covered in Sections 4.1 and 4.2 above, the TOWN shall pay ZONING ADMINISTRATOR for such additional services in accordance with either (i) a lump sum as negotiated by the TOWN and the ZONING ADMINISTRATOR, or (ii) the hourly rates set forth in **Exhibit II**. Alternatively, the TOWN may, from time to time, requests a separate agreement outlining the terms and conditions for successfully completing any additional projects.
- 4.4 ZONING ADMINISTRATOR will prepare a monthly invoice in accordance with the above fee schedule. The TOWN, in turn, will pay ZONING ADMINISTRATOR's invoice on a monthly basis after approval by the Whitestown Town Council.
- 4.5 The Town is exempt from payment of Indiana sales tax. Payments under this contract are subject to annual appropriations of the governing body.

5. **INDEPENDENT CONTRACTOR**

The parties agree that ZONING ADMINISTRATOR is an independent contractor and not an employee of the TOWN, and that the TOWN will not provide workman's compensation, health or accidental insurance coverage or any other employee benefits for or to ZONING ADMINISTRATOR.

6. **PERIOD OF SERVICE**

ZONING ADMINISTRATOR shall provide all services and complete all projects described in paragraph 2 within mutually agreed upon time frames or as otherwise set forth in the Contract Documents. In the event delays are experienced beyond the control of ZONING ADMINISTRATOR, the completion date may be extended as mutually agreed upon by TOWN and ZONING ADMINISTRATOR.

7. **OPINIONS OF PROBABLE CONSTRUCTION COSTS (ESTIMATES)**

In the event that ZONING ADMINISTRATOR provides any opinions of probable construction cost, such opinions are made on the basis of information available to ZONING ADMINISTRATOR and on the basis of ZONING ADMINISTRATOR's experience and qualifications, and represents its judgment as an experienced and qualified professional planner or engineer. However, since ZONING ADMINISTRATOR has no control over the cost of labor, materials, equipment or services furnished by others, or over the contractor(s) methods of determining prices, or over competitive bidding or market conditions, ZONING ADMINISTRATOR does not guarantee that bids or construction cost will not vary from opinions of probable cost ZONING ADMINISTRATOR prepares. (This Section does not amend or alter the fee schedule outlined in Section 4 above nor does this Section apply to any costs associated with the scope of work outlined in Section 2 above. Instead, this Section only applies to the estimated probable construction costs, if any are requested by the TOWN, prepared by the ZONING ADMINISTRATOR.)

8. **APPROVALS**

All work shall be subject to the approval of the Town Manager.

ZONING ADMINISTRATOR agrees to exercise the skill and care, which would be exercised by comparable professional planners or engineers performing similar services at the time, and in the locality such services are performed. If the failure to meet these standards results in faulty work, ZONING ADMINISTRATOR shall undertake at its own expense, the corrective adjustments or modifications.

9. **REPORTING**

Written monthly reports, along with updated work schedules, will be made by ZONING ADMINISTRATOR in the format prescribed by the TOWN. These reports will be delivered to the TOWN per schedule. The ZONING ADMINISTRATOR shall attend all TOWN Plan Commission and TOWN Board of Zoning Appeals meetings where the ZONING ADMINISTRATOR shall advise, report and recommend action to be taken by each of those entities. Additionally, when requested by the TOWN, ZONING ADMINISTRATOR shall attend TOWN Council meetings and provide finished documents including correspondence for Council action, supporting charts, graphs, drawings and colored slides of same.

ORIGINAL

**10. INDEMNIFICATION AND HOLD HARMLESS**

To the fullest extent permitted by law, ZONING ADMINISTRATOR shall indemnify and hold harmless the TOWN, its officers and employees from liabilities, damages, losses and costs, including but not limited to reasonable attorney fees, to the extent caused by the negligence, recklessness, or intentional wrongful conduct of the ZONING ADMINISTRATOR, and other persons employed or utilized by the ZONING ADMINISTRATOR in the performance of services on behalf of the TOWN, and/or for any other matters for which ZONING ADMINISTRATOR is legally or contractually required to maintain insurance.

**11. INSURANCE REQUIREMENTS:**

**11.1 Insurance – General Requirements**

ZONING ADMINISTRATOR, at its own expense, shall purchase and maintain insurance of the types and amounts required in this section, with companies possessing a current A.M. Best, Inc. rating of B++6, or better and legally authorized to do business in the State of Indiana with policies and forms satisfactory to TOWN.

- A. Except for Professional Liability Insurance, policies written on a "Claims made" basis are not acceptable without written permission from the TOWN.
- B. All insurance required herein shall be maintained in full force and effect until all work or services required to be performed under the terms of this Agreement is satisfactorily completed and formally accepted. Failure to do so may, at the sole discretion of TOWN, constitute a material breach of this Agreement and may result in termination of this contract.
- C. If any of the insurance policies are not renewed prior to expiration, payments to the ZONING ADMINISTRATOR may be withheld until these requirements have been met, or at the option of the TOWN, the TOWN may pay the Renewal Premium and withhold such payments from any monies due the ZONING ADMINISTRATOR.
- D. All insurance policies, except Workers' Compensation and Professional Liability required by this Agreement, and self-insured retention or deductible portions, shall name, to the fullest extent permitted by law for claims arising out of the performance of this contract, the Town of Whitestown, its agents, representatives, officers, directors, officials and employees as Additional Insureds.
- E. ZONING ADMINISTRATOR's insurance shall be primary insurance over any insurance available to the TOWN and as to any claims resulting from this contract, it being the intention of the parties that the insurance policies so effected shall be primary coverage for any and all losses covered by the described insurance.
- F. The insurance policies, except Professional Liability and Workers' Compensation, shall contain a waiver of transfer rights of recovery for the TOWN, its agents, representatives, officers, directors, officials and employees for any claims arising out of ZONING ADMINISTRATOR's acts, errors, mistakes, omissions, work or service.

- G. The insurance policies may provide coverage, which contain deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall be assumed by and be for the account of, and at the sole risk of ZONING ADMINISTRATOR. ZONING ADMINISTRATOR shall be solely responsible for the deductible and/or self-insured retention. The amounts of any self-insured retentions shall be noted on the Certificate of Insurance.
- H. All policies and certificates shall contain an endorsement providing that the coverage afforded under such policies shall not be materially reduced by endorsement, canceled, or allowed to expire until at least thirty (30) days prior written notice has been given to TOWN.
- I. Information concerning reduction of coverage below the specified minimum limits on account of revised limits or claims paid under the General Aggregate, or both, shall be furnished by the ZONING ADMINISTRATOR with reasonable promptness in accordance with the ZONING ADMINISTRATOR's information and belief.
- J. In the event that claims in excess of the insured amounts provided herein, are filed by reason of any operations under this contract, the amount of excess of such claims, or any portion thereof, may be withheld from payment due or to become due the ZONING ADMINISTRATOR until such time as the ZONING ADMINISTRATOR shall furnish such additional security covering such claims as may be determined by the TOWN.

**11.2 Proof of Insurance – Certificates of Insurance**

- A. Prior to commencing work or services under this Agreement, ZONING ADMINISTRATOR shall furnish to TOWN Certificates of Insurance, issued by ZONING ADMINISTRATOR's insurer(s), as evidence that policies providing the required coverages, conditions and limits required by this Agreement are in full force and effect and obtain from the Town Manager approval of such Certificates.
- B. If a policy does expire during the life of this Agreement, a renewal certificate must be sent to the Town of Whitestown five (5) days prior to the expiration date.
- C. All Certificates of Insurance shall identify the policies in effect on behalf of ZONING ADMINISTRATOR, their policy period(s), and limits of liability. Each Certificate shall include the job site and project number and title. Coverage shown on the Certificate of Insurance must coincide with the requirements in the text of the contract documents. Information required to be on the Certificate of Insurance may be typed on the reverse of the Certificate and countersigned by an authorized representative of the insurance company.
- D. TOWN reserves the right to request and to receive, within 10 working days, certified copies of any or all of the herein required insurance policies and/or endorsements, TOWN shall not be obligated, however, to review same or to advise ZONING ADMINISTRATOR of any deficiencies in such policies and endorsements, and such receipt shall not relieve ZONING ADMINISTRATOR from, or be deemed a waiver of TOWN's

right to insist on, strict fulfillment of ZONING ADMINISTRATOR's obligations under this Agreement.

### 11.3 Required Coverage

Such insurance shall protect ZONING ADMINISTRATOR from claims set forth below which may arise out of or result from the operations of ZONING ADMINISTRATOR under this Contract and for which ZONING ADMINISTRATOR may be legally liable, whether such operations be by the ZONING ADMINISTRATOR or by a sub-consultant or subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. Coverage under the policy will be at least as broad as Insurance Services Office, Inc., policy form CG00011093 or equivalent thereof, including but not limited to severability of interest and waiver of subrogation clauses.

- A. Claims under workers' compensation, disability benefit and other similar employee benefit acts which are applicable to the Work to be performed;
- B. Claims for damages because of bodily injury, occupational sickness or disease, or death of the ZONING ADMINISTRATOR's employees;
- C. Claims for damages because of bodily injury, sickness or disease, or death of any person other than the ZONING ADMINISTRATOR's employees;
- D. Claims for damages insured by usual personal injury liability coverage;
- E. Claims for damages, other than to work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom;
- F. Claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle. Coverage will be at least as broad as Insurance Service Office, Inc., coverage Code "I" "any auto" policy form CA00011293 or equivalent thereof.
- G. Claims for bodily injury or property damage arising out of completed operations;
- H. Claims involving contractual liability insurance applicable to the ZONING ADMINISTRATOR's obligations under the Indemnification Agreement;
- I. Claims for injury or damages in connection with one's professional services.

#### 11.3.1 Commercial General Liability – Minimum Coverage Limits:

The Commercial General Liability insurance required herein shall be written for not less than \$2,000,000 limits of liability or ten percent (10%) of the Contract Price, whichever coverage is greater. Any combination between general liability and excess general liability alone amounting to a minimum of \$2,000,000 per occurrence (or 10% per occurrence) and an aggregate of \$4,000,000 (or 20% whichever is greater) in coverage will be acceptable. The Commercial General Liability additional insured endorsement shall be as broad as the Insurance Services, Inc.'s (ISO) Additional Insured, Form B, CG 20101001, and shall

include coverage for ZONING ADMINISTRATOR's operations and products, and completed operations.

#### **11.3.2 General Liability – Minimum Coverage Limits**

The General Liability insurance required herein, including, Comprehensive Form, Premises-Operations, Explosion and Collapse, Underground Hazard, Products/Completed Operations, Contractual Insurance, Broad Form Property Damage, Independent Contractors, and Personal Injury shall be written for Bodily Injury and Property Damage Combined shall be written for not less than \$2,000,000 or 10% of the contract cost and with a \$4,000,000 aggregate.

#### **11.3.3 Automobile Liability**

ZONING ADMINISTRATOR shall maintain Commercial/Business Automobile Liability insurance with a combined single limit for bodily injury and property damage of not less than \$2,000,000 each occurrence with respect to any owned, hired, and non-owned vehicles assigned to or used in performance of the ZONING ADMINISTRATOR's work. Coverage shall be at least as broad as coverage code 1, "any auto", (Insurance Services Office, Inc. Policy Form CA 00011293, or any replacements thereof). Such insurance shall include coverage for loading and off loading hazards if hazardous substances, materials or wastes are to be transported and a MCS 90 endorsement shall be included with coverage limits of \$5,000,000 per accident for bodily injury and property damage.

#### **11.3.4 Worker's Compensation and Employer's Liability**

ZONING ADMINISTRATOR shall maintain Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction over ZONING ADMINISTRATOR's employees engaged in the performance of the work or services; and, Employer's Liability insurance of not less than \$1,000,000 for each accident, \$1,000,000 disease coverage for each employee, and \$1,000,000 disease policy limit.

In case any work is subcontracted, ZONING ADMINISTRATOR will require the Subcontractor to provide Workers' Compensation and Employer's Liability to at least the same extent as required of ZONING ADMINISTRATOR.

#### **11.3.5 Professional Liability**

ZONING ADMINISTRATOR shall maintain Professional Liability insurance covering negligent acts, errors, mistakes and omissions arising out of the work or services performed by ZONING ADMINISTRATOR, or any person employed by ZONING ADMINISTRATOR, with a claims made policy limit of not less than \$1,000,000.

## **12. AMENDMENTS**

Whenever a change in the scope of work contemplated in this Contract is determined to be necessary, the work will be performed in accordance with the Contract provided, however, that BEFORE such work is started, a written Contract Amendment shall be executed by the TOWN and ZONING ADMINISTRATOR. Additions to, modifications of, or deletions from the project provided herein may be made and the compensation to be paid to ZONING ADMINISTRATOR may be adjusted accordingly by mutual written agreement of the contracting parties. It is agreed that no claim for extra work by ZONING

ADMINISTRATOR will be allowed by the TOWN except as provided herein, nor shall ZONING ADMINISTRATOR do any work not covered by this Contract unless such work is authorized through a written, executed amendment.

*Original*

13. **TERM OF CONTRACT**

The term of the contract will be for one (1) year. The Town reserves the right to renew the contract for two (2) additional one-year contract periods. Renewal of the contract period shall be per the recommendation of the Whitestown Town Manager through the Town Council's discretion.

14. **TERMINATION WITHOUT CAUSE BY TOWN**

TOWN may, at any time and for any or no reason, at its convenience, terminate this contract or any part of the services to be rendered pursuant thereto by written notice to ZONING ADMINISTRATOR specifying the termination date. Immediately after receiving such notice, ZONING ADMINISTRATOR shall discontinue advancing the work under this Contract and shall deliver to the TOWN all drawings, notes, calculations, sketches and other materials entirely or partially completed, together with all unused material supplied by the TOWN.

ZONING ADMINISTRATOR shall receive as compensation in full for services performed to date of such termination, a fee for the percentage of work actually completed. This fee shall be a percentage of ZONING ADMINISTRATOR(S) fee described in this Contract under Section 4 and shall be in the amount to be agreed mutually by ZONING ADMINISTRATOR and the TOWN. The TOWN shall make this final payment within sixty (60) days after ZONING ADMINISTRATOR has delivered the last of the partially completed items.

15. **TERMINATION BY ZONING ADMINISTRATOR**

ZONING ADMINISTRATOR may at any time terminate this contract provided that ZONING ADMINISTRATOR first provides the TOWN with thirty (30) days notice of its intent to terminate. Upon such termination, the ZONING ADMINISTRATOR shall have thirty (30) days to complete all work which is pending with the ZONING ADMINISTRATOR, or to return any and all fees which the ZONING ADMINISTRATOR has collected with respect to such unfinished projects. If the ZONING ADMINISTRATOR's decision to terminate the agreement and return any or all unfinished fees and work causes the TOWN to default on any of the TOWN's obligations under this or any other contract, agreement, or understanding including but not limited to causing the TOWN to miss any deadlines, the ZONING ADMINISTRATOR shall be solely responsible for any damages resulting from such failure to perform its obligations.

Upon receipt of the ZONING ADMINISTRATOR's notice of intent to terminate, the TOWN shall have no obligation to submit any additional work to the ZONING ADMINISTRATOR, but the ZONING ADMINISTRATOR shall remain bound by all the provisions to this agreement.

Nothing in this section alters or amends the ability of the TOWN to terminate this agreement at any time as outlined in Section 14 above.

ORIGINAL

16. **RESPONSIBILITY FOR SERVICES**

The ZONING ADMINISTRATOR shall be required to assume responsibility for services offered in the information/proposal. The ZONING ADMINISTRATOR will be the sole point of contact concerning the contractual matters, including payments of any charges resulting from the contract. The TOWN reserves the right at all times to perform work in-house or to award large projects on a separate competitive negotiation basis.

17. **OWNERSHIP OF DOCUMENTS**

All documents, including, but not limited to, tracings, drawings, original mylars, estimates, field notes, investigations, design analysis and studies which are prepared in the performance of this Contract are to be, and remain the property of, the TOWN. ZONING ADMINISTRATOR shall furnish the TOWN, upon its request, originals (or reproducible versions) of technical specifications and copies of all other documents listed above. ZONING ADMINISTRATOR shall endorse, by his professional seal, all plans and engineering data furnished by him.

18. **RE-USE OF DOCUMENTS**

The parties agree the documents, drawings, specifications and designs, although the property of TOWN, are prepared for this specific project and are not intended nor represented by ZONING ADMINISTRATOR to be suitable for re-use for any other project. Any reuse without written verification or adaptation by ZONING ADMINISTRATOR for the specific purpose intended will be at TOWN's sole risk and without liability or legal exposure to ZONING ADMINISTRATOR.

19. **NO KICK-BACK CERTIFICATION**

ZONING ADMINISTRATOR warrants that no person has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee; and that no member of the Town Council or any employee of the TOWN has any interest, financially or otherwise, in the ZONING ADMINISTRATOR.

For breach or violation of this warranty, the TOWN shall have the right to annul this Contract without liability, or at its discretion to deduct from the Contract Price or consideration, the full amount of such commission, percentage, brokerage or contingent fee.

20. **CONFLICT OF INTEREST**

ZONING ADMINISTRATOR stipulates that its officers and employees do not now have a conflict of interest and it further agrees for itself, its officers and its employees that it will not contract for or accept employment for the performance of any work or services with any individual business, corporation or government unit that would create a conflict of interest in the performance of its obligations pursuant to this Contract.

21. **CONTROLLING LAW**

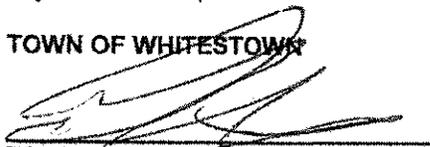
The law of the State of Indiana shall govern this contract.

IN WITNESS WHEREOF, the parties have hereunto subscribed their names to this \_\_\_\_\_ day of December, 2013.

7-15-2013  
7-15-2013

TOWN OF WHITESTOWN

ZONING ADMINISTRATOR:

  
TOWN MANAGER

By:   
Title: Vice-President

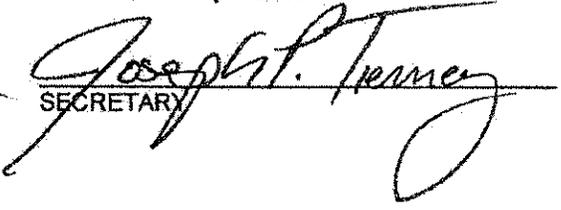
ADDRESS FOR NOTICE

ADDRESS FOR NOTICE

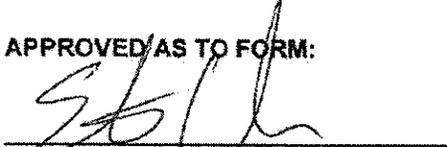
Town of Whitestown  
P.O. Box 325  
Whitestown, IN 46075

GRW, Inc.

ATTEST:  
  
TOWN CLERK-TREASURER

ATTEST: If Corporation  
  
SECRETARY

APPROVED AS TO FORM:

  
TOWN ATTORNEY

**EXHIBIT I**  
**TOWN OF WHITESTOWN • FEE SCHEDULE**



## Town of Whitestown Improvement Location Permit Fees

*Fees will be calculated when the permit is being reviewed. Required inspections and estimated inspection time will be itemized and incorporated into the fees.  
Fines shall be paid before a permit is issued. Re-inspection fees shall be paid before the final inspection and/or the Certificate of Occupancy is issued (where applicable).*

### Residential & Agricultural Permits

Application Fee	\$100		
Site Plan Review Fee (up to 1 hour. Additional time billed at a rate of \$125/hour)		Technical Review Fee (up to 2 hours. Additional time billed at a rate of \$125/hour)	
Single-family or Two-family	\$50	Single-family or Two-family (per unit)	\$85
Multi-family	\$125	Multi-family (per unit)	\$65
Addition	\$90	Addition	\$65
Accessory Structure	\$60	Accessory Structure	\$65
Remodel	\$0	Remodel	\$65
Inspection Fees (only for required inspections, up to 2 man-hours. Additional time billed at a rate of \$125/hour)			
	<i>temporary electric</i>	<i>footing or slab/foundation</i>	<i>rough-in electric</i>
		<i>rough-in plumbing</i>	<i>rough-in HVAC</i>
			<i>rough-in framing</i>
			<i>final</i>
Single-family or Two-family	\$125	\$125	\$125
Multi-family	\$125	\$250	\$250
Addition	\$125	\$125	\$125
Accessory Structure	\$60		\$125
Remodel	\$60		\$125
Certificate of Occupancy (per unit)	\$50		

### Commercial & Industrial Permits

Application Fee	\$100		
Site Plan Review Fee (up to 1 hour. Additional time billed at a rate of \$125/hour)		Technical Review Fee (up to 2 hours. Additional time billed at a rate of \$125/hour)	
New Structure	\$125	New Structure	\$300
Addition	\$125	Addition	\$300
Accessory Structure	\$125	Accessory Structure	\$125
Remodel	\$0	Remodel	\$300
Other Structures	\$125	Other Structures	\$300
Inspection Fees (only for required inspections, up to 2 man-hours. Additional time billed at a rate of \$125/hour)			
	<i>temporary electric</i>	<i>footing or slab/foundation</i>	<i>rough-in electric</i>
		<i>rough-in plumbing</i>	<i>rough-in HVAC</i>
			<i>rough-in framing</i>
			<i>final</i>
New Structure	\$125	\$250	\$250
Addition	\$125	\$250	\$250
Accessory Structure	\$125	\$250	\$250
Remodel	\$125	\$250	\$250
Other Structures	\$125	\$250	\$250
Certificate of Occupancy (per unit)	\$50		

### Other Permits

Application Fee	\$100		
Site Plan Review Fee (up to 1 hour. Additional time billed at a rate of \$125/hour)		Technical Review Fee (up to 2 hours. Additional time billed at a rate of \$125/hour)	
Construction Trailer	\$60	Construction Trailer	\$65
Electrical	-	Electrical	\$65
Sign	\$60	Sign	\$2.50/sqft of sign area
Temp Mobile Home (per 2 yrs)	\$60	Temp Mobile Home (per 2 yrs)	\$65
Inspection Fees (only for required inspections, up to 2 man-hours. Additional time billed at a rate of \$125/hour)			
	<i>temporary electric</i>	<i>footing or slab/foundation</i>	<i>rough-in electric</i>
		<i>rough-in plumbing</i>	<i>rough-in HVAC</i>
			<i>rough-in framing</i>
			<i>final</i>
Construction Trailer	\$65	-	\$65
Electrical	\$65	-	-
Sign	\$65	\$65	-
Temp Mobile Home (per 2 yrs)	\$65	\$65	\$65
Certificate of Occupancy (per unit)	\$50		

### Fines & Other Fees

Early Construction Fine	twice the calculated permit fee
Reinspection Fee	the cost of the inspection plus additional time (if applicable)
Floodplain Development Permit	\$225 (includes 1 hour of review time. Additional time billed at a rate of \$125/hour)

**Effective Date: May 16, 2012**  
Passed by the Whitestown Town Council on October 11, 2011, Amended May 16, 2012



# Town of Whitestown

## WPC Fees, WBZA Fees, and Related Fees

Fee

ORIGINAL

### Plan Commission

Zoning Amendment	\$1,095
PUD	\$1,320
Commitments (submitted as part of a petition)	\$500
Commitment Amendment	\$1,095
Concept Plan	\$500
Residential Subdivision - Minor (with Special Exception)	\$1,170
Residential Subdivision - Primary	\$995
Residential Subdivision - Secondary	\$1,375
Residential Subdivision - Amendment	\$1,110
Commercial/Industrial Subdivision - Primary	\$995
Commercial/Industrial Subdivision - Secondary	\$1,375
Commercial/Industrial Subdivision - Amendment	\$1,150
Development Plan - Primary	\$995
Development Plan - Secondary	\$1,125
Development Plan - Amendment	\$1,100
Construction not per approved Development Plan	\$810
Waiver to Standards (per waiver)	\$455

### BZA

Special Exception	\$745
Variance	\$745
Use Classification	\$450
Appeal Director's Decision	\$450

### OTHER

Zoning Determination Letter - \$65 (up to 1 hour)	\$65 (up to 1 hour)
Requested File and/or Property Research - \$125/hr	\$125/hour

*Fees will be itemized and assessed based on the estimated time and services required for the subject application.*

*Technical Reviews that take more than two hours will be charged at a rate of \$125/hour. Petition will not be docketed before the PC/BZA until all review fees have been paid.*

**Effective Date: November 1, 2011**  
*Passed by the Whitestown Town Council on October 11, 2011*

## EXHIBIT II

GRW Engineers, Inc. Hourly Rate Schedule for Whitestown, Indiana January 2014		
<u>CATEGORY</u>	<u>Rate</u>	<u>Unit</u>
Principal	\$185.00	Hour
Expert Witness	\$170.00	Hour
Engineer VII	\$170.00	Hour
Engineer VI	\$155.00	Hour
Engineer V	\$140.00	Hour
Engineer IV	\$125.00	Hour
Engineer III	\$110.00	Hour
Engineer II	\$95.00	Hour
Engineer I	\$80.00	Hour
Architect V	\$145.00	Hour
Architect IV	\$120.00	Hour
Architect III	\$95.00	Hour
Architect II	\$75.00	Hour
Architect I	\$60.00	Hour
Senior Planner	\$145.00	Hour
Planner	\$95.00	Hour
Senior Designer	\$125.00	Hour
Designer/Technician V	\$110.00	Hour
Designer/Technician IV	\$100.00	Hour
Designer/Technician III	\$90.00	Hour
Designer/Technician II	\$80.00	Hour
Designer/Technician I	\$70.00	Hour
Designer/Technician Trainee	\$55.00	Hour
Construction Manager	\$115.00	Hour
Senior RPR	\$90.00	Hour
RPR - III	\$75.00	Hour
RPR - II	\$70.00	Hour
RPR - I	\$65.00	Hour
Survey Manager/Land Surveyor	\$115.00	Hour
Party Chief	\$90.00	Hour
Surveyor	\$75.00	Hour
Survey Assistant	\$55.00	Hour
Administrative/Clerical	\$50.00	Hour
Mileage charged at current IRS mileage reimbursement rate. Out of pocket expenses charged at actual cost. Xerox copies charged at \$ 0.10 each and Drawing copies at \$1.00 each Subcontractors charged at 1.10 multiplier.		

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