



**CITY OF WESTFIELD, IN**  
**Board of Public Works Meeting Agenda\_08\_28\_2019**

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**Wednesday, August 28, 2019 at 01:00 PM**

**BOARD OR COMMISSION:** Board of Public Works and Safety

**MEETING DATE:** Wednesday, August 28, 2019 at 01:00 PM

**MEETING PLACE:** Westfield Public Works- Large Conference Room

**THE FOLLOWING AGENDA IS SUBJECT TO CHANGE AT THE DISCRETION OF THE BOARD OF PUBLIC WORKS AND SAFETY**

**AGENDA ITEMS**

**Meeting Minutes Consideration for Approval**

**Action Item #1:**

**Approval of Minutes from July 24, 2019**

**Documents:** [July 24, 2019 Minutes](#)

**Construction Standards & Specifications Changes**

**NONE**

**Contracts/Agreements**

**Action Item #2:**

**Westfield Boulevard Connector Project - Signing Authority**

**Documents:** [Signing Authority](#)

**Agreements and/or Memorandum of Understanding (MOU)**

**NONE**

**Permit Approval**

**Action Item #3:**

**Encroachment Permit Application - Duke Energy, 16156 Spring Mill Road**

**Documents:** [Encroachment Application-16156 Spring Mill Road](#)

**Action Item #4:**

**Encroachment Permit Application - Duke Energy, 271 Mill Street**

**Documents:** [Encroachment Application-271 Mill Street](#)

**Proposals**

**Action Item #5:**

**Midland Trail Pedestrian Refuge at Carey Road**

**Documents:** [Midland Trail Proposal](#)

**Consent Agenda**

**Grant of Easement - City of Westfield & Duke Energy Indiana, LLC**

**Documents:** [Grant of Easement](#)

**Grant of Easement - Citizens Wastewater of Westfield & Duke Energy Indiana**

**Documents:** [Grant of Easement](#)

**Road Impact Fee Installment Agreement - Hittle at 31**

**WPD - Approval to Hire Two Officers (Conditional Requirements) - Winyu Sheriff & Derek Baldrige**

**Kinsey Avenue Culvert Title Sheet**

**Documents:** [Kinsey Ave Title Sheet](#)

**August Bond Information**

**Documents:** [August Bond Info](#)

**Department Reports**

**Fire**

**Documents:** [WFD - July Report](#)

**Police**

**Documents:** [WPD - July Report](#)

**Public Works**

## **THE WESTFIELD BOARD OF PUBLIC WORKS AND SAFETY July 24, 2019**

The Westfield Board of Public Works and Safety met on July 24, 2019 at the Westfield Public Works Conference Room. Present were, Randy Graham, Kate Snedeker, Kim Strang Records Manager, and Chris Engel, representing legal counsel.

Randy Graham called the meeting to order at 1:00 PM

### **AGENDA ITEMS:**

#### **Action Item #1: Meeting Minutes Consideration for Approval:**

Kate Snedeker made the motion to approve the June 26, 2019 meeting minutes as presented. Randy Graham seconded. Vote: Yes-2; No-0. Motion carried.

### **CONTRACTS/AGREEMENTS**

#### **Action Item #2: ATC Group Services & City of Westfield On-Call Contract, Supplemental #1**

Dustin Shoe presented stating this is a contract with ATC Group Services to provide on-call construction materials evaluations, observations, and testing services for projects within the City of Westfield. The contract will expire in 2020 with a not-to-exceed budget of \$10,000.

Kate Snedeker made the motion to approve the contract. Randy Graham seconded. Vote: Yes-2; No-0. Motion carried.

#### **Action Item #3: East Street Extension Contract Amendment**

Johnathon Nail presented detailing the modifications to the contract. The overall total of the original contract (\$634,845) remains unchanged.

Kate Snedeker made the motion to approve the contract amendment. Randy Graham seconded. Vote: Yes-2; No-0. Motion carried.

#### **Action Item #4: Midland Trail/Utility Easement-Bruns**

Jeremy Lollar presented stating the Easement would allow the City to enter on the property to construct an extension of the Midland Trail and Citizens Wastewater to construct and or repair its facilities and appurtenances.

Randy Graham made the motion to approve easement. Kate Snedeker seconded. Vote: Yes- 2; No-0. Motion carried.

**Action Item #5: Termination Agreement-City of Westfield & GS Sports Ventures, LLC**

William Knox presenting stating this is a mutual termination of the Sponsorship Sales Agreement (dated Dec 18, 2016). Details of termination were discussed.

Randy Graham made the motion to approve the termination agreement.  
Kate Snedeker seconded. Vote: Yes-2; No-0. Motion carried.

**Action Item #6: 2019 Pavement Striping Project-Signing Authority**

Dustin Shoe presented stating this would allow Jeremy Lollar the signing authority for the 2019 pavement striping project totaling \$73,893.89 provided by Indiana Traffic Services.

Kate Snedeker made the motion to approve the signing authority. Randy Graham seconded.  
Vote: Yes-2; No-0. Motion carried

**CONSENT AGENDA:**

**July Bond Information**

Kate Snedeker made the motion to approve the consent agenda. Randy Graham seconded.  
Vote: Yes-2; No-0. Motion carried.

**DEPARTMENT REPORTS:**

**Fire- None**

**Police- None**

**Public Works- Johnathon Nail**

With no further business Kate Snedeker made the motion to adjourn Randy Graham seconded.  
The meeting was adjourned at 1:24 PM

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Deputy Clerk-Treasurer

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Board of Public Works and Safety



**Public Works**

Jeremy Lollar, Director  
Phil Sundling, City Engineer  
Travis Stethish, Streets  
Chris McConnell, Parks & Trails

**Board of Works**

Andy Cook  
Randy Graham  
Kate Snedeker

**Clerk Treasurer**

Cindy J. Gossard

To: Westfield Board of Public Works & Safety

Date: August 28, 2019

Re: Action Item-Signing Authority

The City of Westfield Public Works Department is requesting that the Board of Public Works and Safety consider granting Jeremy Lollar, Director of Public Works, signing authority for the Westfield Boulevard Connector Project, not to exceed \$5,600,000.00 of the construction estimate.

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Kate Snedeker

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Randy Graham

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Andy Cook

**Public Works Department**

(317) 804-3100 office  
(317) 804-3190 fax

2706 East 171st Street  
Westfield, IN 46074  
**westfield.in.gov**



For Office Use Only

PERMIT NUMBER \_\_\_\_\_ EXPIRES \_\_\_\_\_

PERMIT FEE \_\_\_\_\_ FEE WAIVED \_\_\_\_\_

## Encroachment Permit Application

- The applicant named below requests permission to encroach on the following public right-of-way, street, sidewalk, alley or other public space at the location described below.
- Applicant shall submit one original application, with plans attached, either in person or by mail.
- No verbal transmissions will be accepted. Fax transmissions will only be accepted at the approval of the Director.
- Cash or check payments only:** No credit cards accepted. Please call (317)804-3171 with any questions or to purchase an Encroachment Standards Ordinance.

Application Date 8/7/19 Estimated Completion Date 10/1/19

Work Address 110156 Springmill Rd, Westfield Subdivision \_\_\_\_\_

### Name of Contractor/Utility:

Duke Energy  
Address 110475 Southpark Dr  
City Westfield State IN Zip 46074  
Phone 317 296 6704 Fax \_\_\_\_\_  
Email libby.walker@duke-energy.com

### Name of Sub-Contractor:

ARC  
Address \_\_\_\_\_  
City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_  
Phone \_\_\_\_\_ Fax \_\_\_\_\_  
Email \_\_\_\_\_

LOCATION: Street ☐ Alley ☐ Sidewalk ☒ Shoulder/Berm ☒ IUPPS Number: \_\_\_\_\_

TYPE: Cut ☐ Bore ☒ Trench ☐ Other ☐ New Construction ☐ Existing Construction ☐  
Water ☐ Gas ☐ Electric ☐ Phone ☐ CATV ☐ Sewer ☐ Irrigation ☐

Please describe proposed work: Removing 1 pole, replacing pole, installing transformer

### SIZE OF STREET OR RIGHT-OF-WAY CUT

Traffic Lanes: Length 15 ft Width \_\_\_\_\_ Depth Within Lanes \_\_\_\_\_

Sidewalk: Length \_\_\_\_\_ Width \_\_\_\_\_ Depth Within Sidewalk \_\_\_\_\_

Type of Surface: Concrete ☒ Asphalt ☒ Asphalt Over Concrete ☐ Asphalt Over Brick ☐ Gravel-Dirt ☐ Brick ☐

### TRAFFIC PORTION AFFECTED BY PERMIT

Width: \_\_\_\_\_ Length: \_\_\_\_\_ # of Lanes: 1 # of Lanes to be Closed: \_\_\_\_\_ # of Hours Closed: \_\_\_\_\_

Vehicles/equipment left on site unattended? YES ☐ NO ☒ Unattended for: \_\_\_\_\_ weekdays \_\_\_\_\_ weekends

CONTINUED ON BACK

## TERMS AND CONDITIONS FOR ENCROACHMENT PERMIT

1. It is understood that any permit by virtue of this request is revocable at the pleasure of the City of Westfield and that the same shall be voided if the following terms and conditions are not fulfilled by the Permittee. The Permittee hereby agrees to observe all requirements of the Encroachment Standard Ordinance and comply with the conditions set forth by the MUTCD Rulings and Revisions.
2. The undersigned shall notify the Director or his representative a minimum of 72 hours prior to the time that work is to be performed. The undersigned will furnish placards identifying equipment, flashers, barricades and/or other warning devices at the construction site. When two-way traffic is confined to one lane, flagging personnel shall be required. Permittee must follow Chapter XVII of Title 29, Code of Federal Regulation, Part 1926 known as Safety & Health Regulation for Construction.
3. In cases where the work authorized by the permit will cause major interference with traffic flow on streets, Permittee shall provide a uniformed traffic officer when requested by the Director or his representative to provide traffic control at the construction site. Work shall not be performed on any major arterials, streets and thoroughfares during rush hours or peak hours of vehicular traffic flow, unless in case of emergencies.
4. The Permittee shall not create a hazardous or unsafe situation at construction sites, which would cause injury or damage to vehicular and pedestrian traffic. The Permittee shall not leave unattended open cuts unprotected overnight or during weekend periods. Permission to use temporary steel plates or any authorized substitutes shall be requested at open cuts or construction sites. The Director or his representative shall be notified of these steel plates or substitutes by the Permittee.
5. All construction equipment and/or vehicles left unattended for any length of time shall be parked in locations as to not create hazardous and unsafe situations to vehicular and pedestrian flow. The construction equipment and/or vehicles shall be parked in such a manner as to not restrict sight distance to vehicular traffic. All construction equipment and/or vehicles are prohibited from driving on named trails, neighborhood perimeter trails, and sidewalks.
6. The Permittee shall hold harmless and indemnify the City of Westfield from, for and against any claim of any person in tort, contract or otherwise arising out of the act or omissions of the Permittee, their agents, representatives, servants, contractors and the latter's subcontractors, whenever such acts or omissions or any rights or performance or exercise thereof of the Permittee arise under this permit from alteration, modernization, replacement, operation, maintenance, change or removal of any part or portion of the public right-of-way, or facility thereof. All existing utilities must be identified and located prior to all boring operations. Permittee shall be responsible for consequential damages to residents and businesses who are damaged during outages caused by these untimely accidents experienced by poorly coordinated utility borings and construction activities in the City right-of-way.
7. The Permittee shall stipulate the type of materials and method of repair utilized to close any open cuts, subject to the Director or his representative's approval.
8. The Permittee shall begin work within 45 working days from the date of application approval, and work must be completed within 60 working days of the application approval. Any construction and/or work not completed by this date shall be grounds to nullify and void this permit. Re-application would then be necessary.
9. The Permittee shall be required upon completion of construction and/or work to notify the Director or his representative for inspection and verification. The construction and/or work shall be inspected prior to being accepted by the City of Westfield as being complete. The Director or his representative shall perform the inspection.
10. Upon the completion of all open street cuts, permanent patches shall be in place no later than 20 working days from the temporary patch inspection date. Any construction work or repair measures utilized to close any open cuts made under this permit that are found to be unsatisfactory shall be corrected within 10 working days by the Permittee. The Permittee shall be responsible to maintain and repair any and all open cuts granted by this permit for a period of one year upon final acceptance, unless the City of Westfield and/or other utilities, contractors or subcontractors or other parties remove, damage, modernize, replace, change any part or portion of the public right-of-way or facility or thereof granted under this permit.
11. Upon completion/acceptance by Director or his representative as builds must be provided (print and CD form) within 30 days of completion.

Signature of Applicant

*Libby Walker*

Title

*EDPA*

Printed Name

*Libby Walker*

Date

*8/7/19*

Company Name

*Duke Energy*

Phone Number

*317 896 6704*

### For Office Use Only:

Traffic Control Personnel: YES NO Uniform Police: YES NO Number of Personnel Necessary: \_\_\_\_\_

Steel Plates or other authorized substitute to be used? YES NO (If yes, refer to #4 above)

Type of materials and methods used to close or repair open cuts shall conform to Attachment A.

If another method has been pre-approved, please list below:

\_\_\_\_\_  
\_\_\_\_\_

Director / or his representative

Project Manager/when applicable

Date Approved

## ENCROACHMENT PERMIT APPLICATION

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- Applicant shall submit one original application, with plans attached, either in person or by mail.
- No verbal transmissions will be accepted. Fax transmissions will only be accepted at the approval of the Director.
- CASH OR CHECK PAYMENTS ONLY;** No credit cards accepted. Please call 317-804-3171 with any questions or to purchase an Encroachment Standards Ordinance.

### For Office Use Only

Permit Number \_\_\_\_\_  
Expires \_\_\_\_\_  
Permit Fee \_\_\_\_\_  
Fee Waived \_\_\_\_\_

Application Date: 8/15/2019 Estimated Completion Date: 20-25 BUSINESS DAYS  
Work Address: 271 MILL STREET, (GRAND JUNCTION LIFT STATION) Subdivision: \_\_\_\_\_

Name of Contractor/Utility: DUKE ENERGY  
Address: 100 SOUTH MILL CREEK ROAD  
City: NOBLESVILLE State: IN Zip: 46062  
Phone: 317-776-5331 Fax: \_\_\_\_\_  
Email: william.oldham@duke-energy.com

Name of Sub-Contractor: ARC AMERICAN, INC  
CONTACT: DALTON WATTS (FIELD SUPERVISOR)  
Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
Phone: 812-374-4827 Fax: \_\_\_\_\_  
Email: dalton\_watts@arcamerican.com

LOCATION: ☒ Street ☐ Alley ☐ Sidewalk ☒ Shoulder/Berm IUPPS Number: \_\_\_\_\_

TYPE: ☐ Cut ☒ Bore ☐ Trench ☐ Other ☐ New Construction ☐ Existing Construction  
☐ Water ☐ Gas ☒ Electric ☐ Phone ☐ CATV ☐ Sewer ☐ Irrigation

Please describe proposed work: INSTALL NEW MID-SPAN POLE AND BORE 3PH PRIMARY CONDUCTORS FROM EASTSIDE OF UNION TO WESTSIDE TO EXTEND POWER FOR NEW LIFT STATION

*\*Please contact Carlton Summe at 317-460-9670 24 hours prior to pouring concrete.*

### SIZE OF STREET OR RIGHT-OF-WAY CUT

Traffic Lanes: Length: \_\_\_\_\_ Width: \_\_\_\_\_ Depth Within Lanes: \_\_\_\_\_

Sidewalk: Length: \_\_\_\_\_ Width: \_\_\_\_\_ Depth Within Sidewalk: \_\_\_\_\_

Type of Surface: ☐ Concrete ☐ Asphalt ☐ Asphalt Over Concrete ☐ Asphalt Over Brick ☐ Gravel-Dirt ☐ Brick

### TRAFFIC PORTION AFFECTED BY PERMIT

Width: 15FT Length: 40FT # of Lanes: 1 # of Lanes to be Closed: 0 # of Hours Closed: 0

Vehicles/equipment left on site unattended? ☐ Yes ☒ No Unattended for: \_\_\_\_\_ weekdays \_\_\_\_\_ weekends

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11. Upon completion/acceptance by Director or his representative as builds must be provided (print and CD form) within 30 days of completion.

Signature of Applicant: \_\_\_\_\_



Title: ENGINEERING TECH III

Printed Name: WILLIAM OLDHAM

Date: 8/15/2019

Company Name: DUKE ENERGY

Phone Number: 317-776-5331

### For Office Use Only:

Traffic Control Personnel: YES NO      Uniform Police: YES NO      Number of Personnel Necessary: \_\_\_\_\_

Steel Plates or other authorized substitute to be used? YES NO (If yes, refer to #4 above)

Type of materials and methods used to close or repair open cuts shall conform to Attachment A.  
If another method has been pre-approved, please list below:

\_\_\_\_\_  
Director/or his representative

\_\_\_\_\_  
Project Manager/when applicable

\_\_\_\_\_  
Date Approved



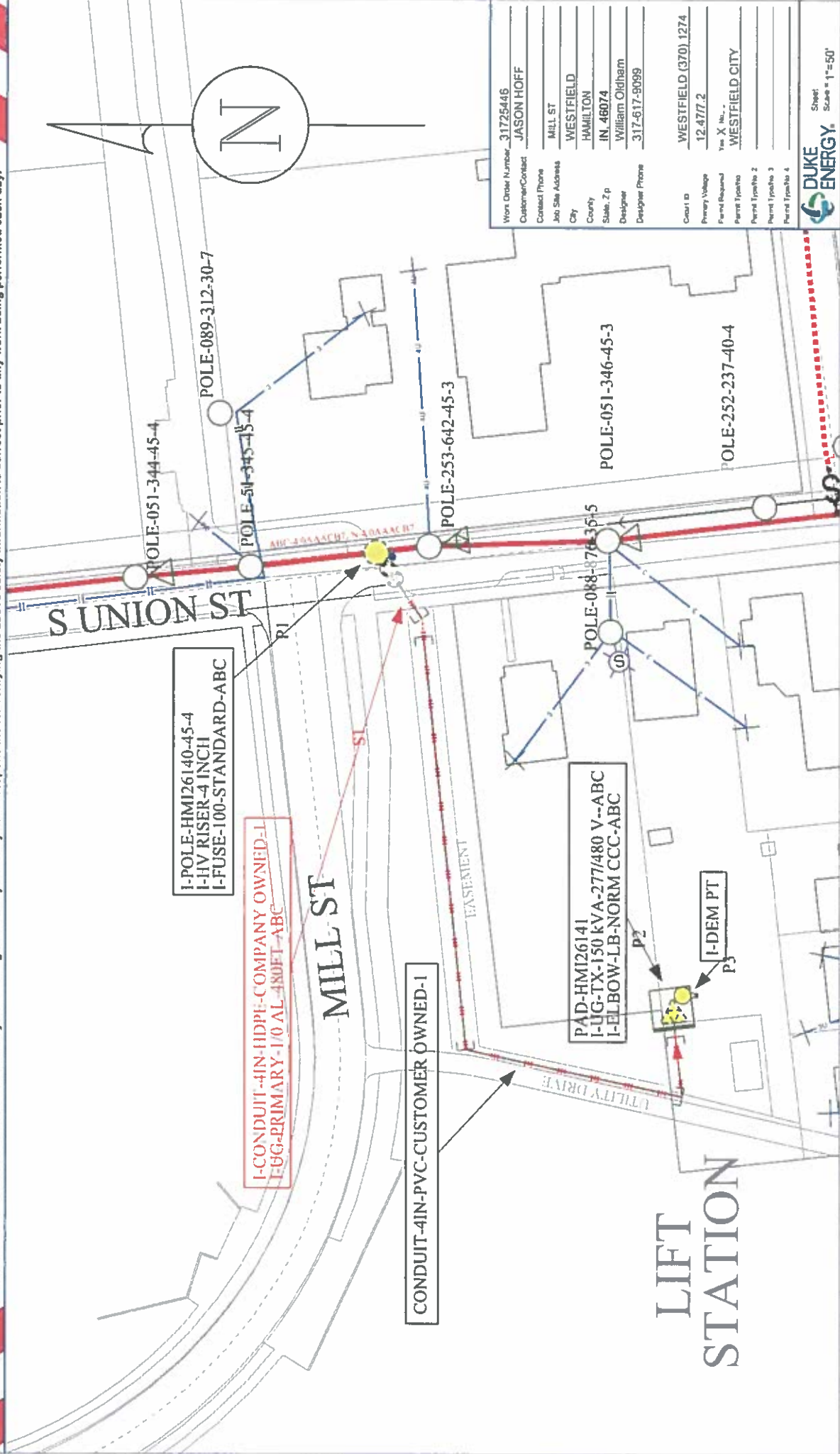
USP: AT WESTFIELD (370) 1274 SUB  
USP: SE CORNER OF OAK RIDGE ROAD  
USP: AND E 169TH STREET  
USP:  
USP:



Safety Reminders / Adverse Conditions  
?  
?  
?  
?

TRAFFIC FLAGGING - 8 HRS

REMEMBER: Work zone area conditions may have changed for this job! Everyone is responsible for verifying the above safety information is correct prior to any work being performed each day.



|                   |                      |
|-------------------|----------------------|
| Work Order Number | 31725446             |
| Customer/Contact  | JASON HOFF           |
| Contact Phone     |                      |
| Job Site Address  | MILL ST              |
| City              | WESTFIELD            |
| County            | HAMILTON             |
| State, Zip        | IN 46074             |
| Designer          | William Oldham       |
| Designer Phone    | 317-617-9089         |
| Cost ID           | WESTFIELD (370) 1274 |
| Primary Voltage   | 12.4777 2            |
| Permit Required   | Yes X                |
| Permit Type/No    | WESTFIELD CITY       |
| Permit Type/No 2  |                      |
| Permit Type/No 3  |                      |
| Permit Type/No 4  |                      |

DUKE ENERGY  
Sheet  
Scale = 1"=50'



6280 Shadeland Ave. Suite B  
Indianapolis, IN 46220  
317-610-1203  
www.jqolusa.com

8/12/2019

**To: Michael Pearce, PE**

**Midland Trace Trail at Carey Road Refuge Island**

JQOL – Quality of Life will provide engineering design for pedestrians, cyclists, and golf carts refuge at Carey Road. This project will impact the quality of life of the citizens of Westfield by providing a safe 3-lane crossing of at Carey Road.

The scope of this project is to design the refuge island according to Local and INDOT standards. The Crossing will be wide enough to accommodate golf carts. Street lighting will be installed at the intersection to provide added visibility for users of the trail. Signs will be provided, and the final deliverable will include the engineer's estimate.

**Project Assumptions:**

- Utility coordination required
- Survey is not required
- No environmental documents/permitting is required

JQOL proposed fee to complete this project is not to exceed: \$13,600

|                   |           |
|-------------------|-----------|
| Notice to Proceed | 9/1/2019  |
| 90% Submission    | 11/1/2019 |
| 100% Submission   | 12/1/2019 |

**Jarvis Jointer, PE**  
*Owner*

A handwritten signature in black ink, appearing to read 'J. J. J.', is written over a light gray background.



**Westfield Police Department**  
**Monthly Performance Measures Report**



**Board of Public Works & Safety**

**July 2019**

## Table of Contents

|                                               | Page |
|-----------------------------------------------|------|
| <b>1. Field Activity Performance Measures</b> |      |
| a) Events by Nature/Calls for Service         | 1    |
| b) Calls by Day of Week                       | 2    |
| c) Calls by Hour of Day                       | 3    |
| d) Total Calls by Month Chart                 | 4    |
| e) UCR Offenses                               | 5    |
| f) Arrests & Traffic                          | 6    |
| g) Traffic Stops by Day of Week               | 7    |
| h) Traffic Stops by Hour of Day               | 8    |
| i) Traffic Stops by Monty Chart               | 9    |
| <b>2. Community Events</b>                    | 10   |
| <b>3. Training</b>                            | 11   |

# Westfield Police Department

July 2019

## Events by Nature

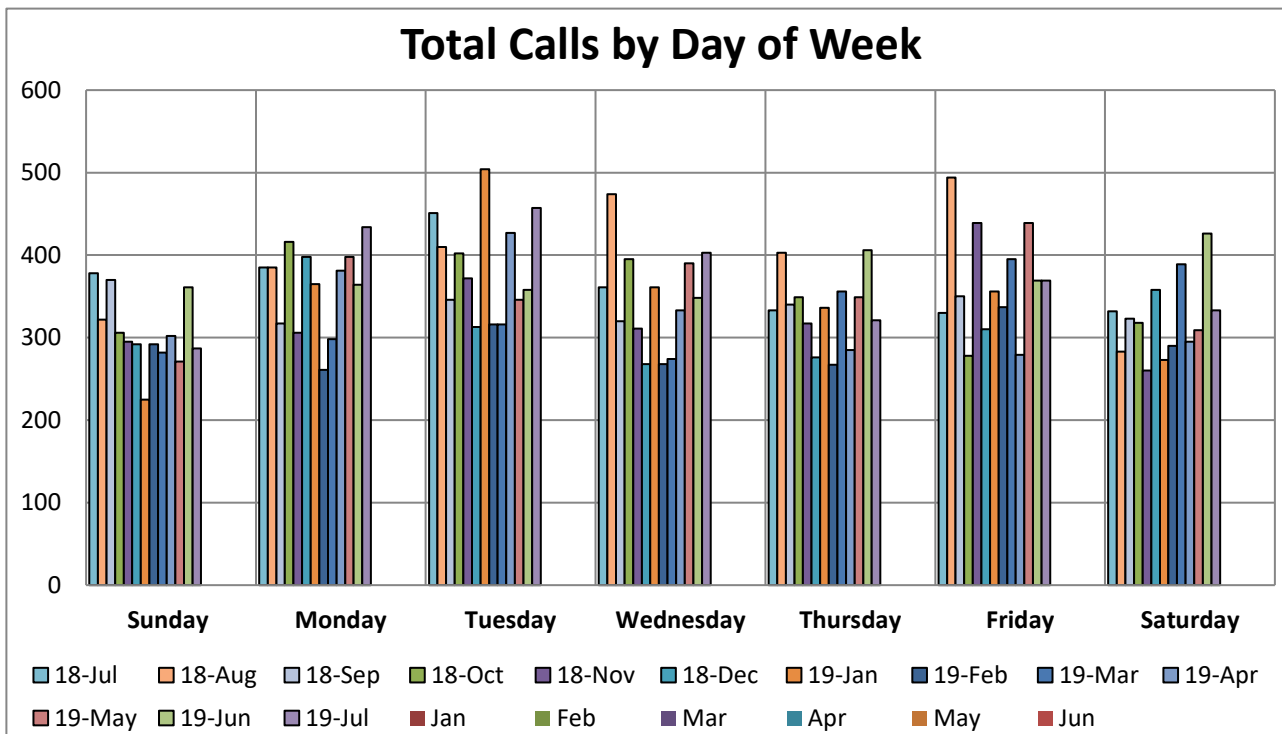
|                                    |           |
|------------------------------------|-----------|
| <b>911 Hang Up</b>                 | <b>38</b> |
| Abandoned Vehicle                  | 8         |
| <b>Abandonment</b>                 | <b>1</b>  |
| Abuse / Neglect                    | 3         |
| <b>Accident - Hit &amp; Run PD</b> | <b>14</b> |
| Accident - Hit & Run PI            | 0         |
| <b>Accident - Other</b>            | <b>2</b>  |
| Accident - Property Damage         | 82        |
| <b>Accident - Personal Injury</b>  | <b>12</b> |
| Accident - Sinking Vehicle         | 0         |
| <b>Accident - Unknown</b>          | <b>4</b>  |
| Accelerator Stuck                  | 0         |
| <b>Active Assailant</b>            | <b>0</b>  |
| Alarm - Other                      | 0         |
| <b>Alarm - Vehicle</b>             | <b>0</b>  |
| Alarm - Burglar                    | 151       |
| <b>Alarm - Hold Up</b>             | <b>18</b> |
| Animal Bite / Attack               | 1         |
| <b>Animal Complaint</b>            | <b>57</b> |
| Assist Fire                        | 54        |
| <b>Assist Other Department</b>     | <b>20</b> |
| Assist Public                      | 24        |
| <b>Battery</b>                     | <b>2</b>  |
| Bomb Device Found                  | 0         |
| <b>Bomb Threat</b>                 | <b>0</b>  |
| Burglary                           | 5         |
| <b>Carjacking</b>                  | <b>0</b>  |
| Case Follow Up                     | 83        |
| <b>Child Seat Inspection</b>       | <b>5</b>  |
| Civil Dispute                      | 30        |
| <b>Criminal Mischief</b>           | <b>18</b> |
| Damage to Property                 | 0         |
| <b>Death Investigation</b>         | <b>0</b>  |
| Directed Patrol                    | 26        |
| <b>Disturbance</b>                 | <b>27</b> |
| Driving Complaint                  | 83        |
| <b>Drug Complaint</b>              | <b>7</b>  |
| Drug Lab                           | 0         |
| <b>Escort</b>                      | <b>0</b>  |
| Fight                              | 0         |
| <b>Firearms Shots Fired</b>        | <b>0</b>  |
| Found / Lost Property              | 28        |
| <b>Found Person</b>                | <b>1</b>  |
| Fraud Prescription                 | 1         |
| <b>Fraud / Deception</b>           | <b>21</b> |
| Harassment                         | 22        |
| <b>Intoxicated Person</b>          | <b>8</b>  |

|                                   |             |
|-----------------------------------|-------------|
| <b>Investigation</b>              | <b>7</b>    |
| Juvenile Complaint                | 7           |
| <b>K9 Detail</b>                  | <b>1</b>    |
| Kidnapping                        | 1           |
| <b>Lock Out</b>                   | <b>48</b>   |
| Loud Party                        | 2           |
| <b>Mental Emotional - Violent</b> | <b>1</b>    |
| Mental Person                     | 7           |
| <b>Miscellaneous</b>              | <b>20</b>   |
| Missing Person                    | 5           |
| <b>Missing Person - PLS</b>       | <b>0</b>    |
| Nuisance                          | 22          |
| <b>Ordinance Misc.</b>            | <b>22</b>   |
| Parking Complaint                 | 19          |
| <b>Physical Disturbance</b>       | <b>12</b>   |
| Product Contamination             | 0           |
| <b>Reckless Activity</b>          | <b>2</b>    |
| Road Rage                         | 3           |
| <b>Robbery</b>                    | <b>0</b>    |
| Runaway                           | 7           |
| <b>School Patrol</b>              | <b>14</b>   |
| Security Check                    | 3           |
| <b>Sex Offense</b>                | <b>5</b>    |
| Shooting                          | 0           |
| <b>Solicitor</b>                  | <b>20</b>   |
| Special Detail                    | 0           |
| <b>Stabbing</b>                   | <b>0</b>    |
| Suicide                           | 1           |
| <b>Suspicious Activity</b>        | <b>97</b>   |
| Suspicious Package                | 1           |
| <b>Theft</b>                      | <b>30</b>   |
| Theft - From a Vehicle            | 7           |
| <b>Theft - of a Vehicle</b>       | <b>5</b>    |
| Threat to Life                    | 9           |
| <b>Threatening Suicide</b>        | <b>8</b>    |
| Tow Release                       | 3           |
| <b>Traffic Hazard</b>             | <b>83</b>   |
| Transport                         | 1           |
| <b>Trespassing</b>                | <b>19</b>   |
| Traffic Stop                      | 1116        |
| <b>Unknown Call for Police</b>    | <b>2</b>    |
| VIN Check                         | 48          |
| <b>Wanted</b>                     | <b>4</b>    |
| Warrant Service                   | 17          |
| <b>Weapons Complaint</b>          | <b>2</b>    |
| Welfare Check                     | 67          |
|                                   | <b>2604</b> |

Westfield Police Department  
June 2019

**Total # of Calls by Day of Week**

| DAY          | 18-Jul | 18-Aug | 18-Sep | 18-Oct | 18-Nov | 18-Dec | 19-Jan | 19-Feb | 19-Mar | 19-Apr | 19-May | 19-Jun | 19-Jul |
|--------------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|
| Sunday       | 378    | 322    | 370    | 306    | 295    | 292    | 225    | 292    | 282    | 302    | 271    | 361    | 287    |
| Monday       | 385    | 385    | 317    | 416    | 306    | 398    | 365    | 261    | 298    | 381    | 398    | 364    | 434    |
| Tuesday      | 451    | 410    | 346    | 402    | 372    | 313    | 504    | 316    | 316    | 427    | 346    | 358    | 457    |
| Wednesday    | 361    | 474    | 320    | 395    | 311    | 268    | 361    | 268    | 274    | 333    | 390    | 348    | 403    |
| Thursday     | 333    | 403    | 340    | 349    | 317    | 276    | 336    | 267    | 356    | 285    | 349    | 406    | 321    |
| Friday       | 330    | 494    | 350    | 278    | 439    | 310    | 356    | 337    | 395    | 279    | 439    | 369    | 369    |
| Saturday     | 332    | 283    | 323    | 318    | 260    | 358    | 273    | 290    | 389    | 295    | 309    | 426    | 333    |
| <b>TOTAL</b> | 2570   | 2771   | 2366   | 2464   | 2300   | 2215   | 2420   | 2031   | 2310   | 2302   | 2502   | 2632   | 2604   |

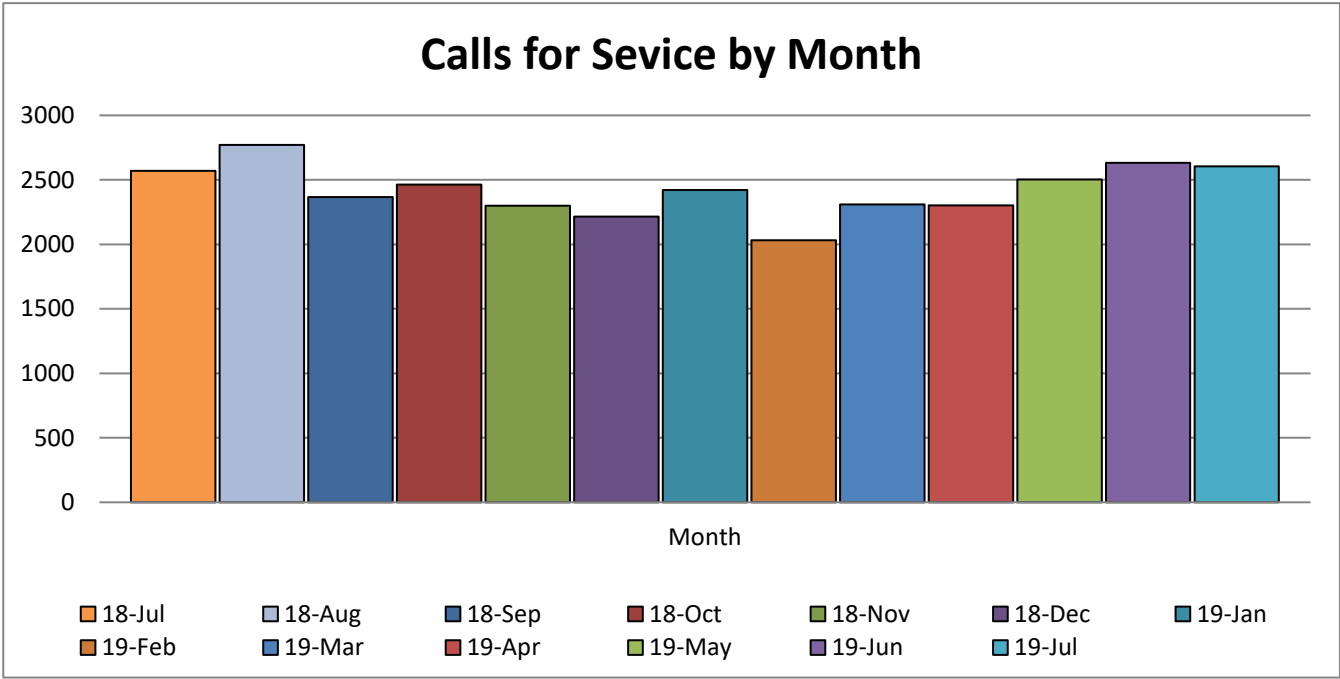


Westfield Police Department  
July 2019

**Total # of Calls by Hour of Day**

| <b>HOURL</b> | <b>18-Jul</b> | <b>18-Aug</b> | <b>18-Sep</b> | <b>18-Oct</b> | <b>18-Nov</b> | <b>18-Dec</b> | <b>19-Jan</b> | <b>19-Feb</b> | <b>19-Mar</b> | <b>19-Apr</b> | <b>19-May</b> | <b>19-Jun</b> | <b>19-Jul</b> |
|--------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|
| 0            | 105           | 78            | 80            | 77            | 70            | 83            | 76            | 57            | 105           | 85            | 121           | 106           | 99            |
| 1            | 64            | 47            | 68            | 54            | 49            | 47            | 56            | 51            | 71            | 56            | 85            | 56            | 80            |
| 2            | 50            | 31            | 44            | 37            | 38            | 49            | 47            | 40            | 45            | 44            | 59            | 45            | 42            |
| 3            | 27            | 21            | 47            | 41            | 47            | 35            | 44            | 27            | 61            | 38            | 39            | 34            | 39            |
| 4            | 31            | 17            | 17            | 34            | 30            | 23            | 29            | 26            | 32            | 28            | 18            | 16            | 20            |
| 5            | 32            | 17            | 21            | 17            | 30            | 19            | 33            | 23            | 25            | 17            | 25            | 22            | 23            |
| 6            | 65            | 46            | 28            | 38            | 40            | 27            | 46            | 36            | 36            | 36            | 24            | 53            | 57            |
| 7            | 118           | 95            | 79            | 58            | 65            | 70            | 71            | 57            | 49            | 43            | 84            | 103           | 71            |
| 8            | 123           | 216           | 150           | 134           | 141           | 137           | 142           | 109           | 111           | 129           | 160           | 181           | 136           |
| 9            | 152           | 180           | 170           | 162           | 166           | 158           | 189           | 128           | 139           | 158           | 173           | 176           | 160           |
| 10           | 172           | 206           | 162           | 136           | 146           | 139           | 156           | 133           | 128           | 135           | 155           | 189           | 152           |
| 11           | 129           | 157           | 116           | 114           | 134           | 123           | 118           | 103           | 96            | 96            | 135           | 108           | 127           |
| 12           | 108           | 127           | 97            | 97            | 109           | 110           | 128           | 97            | 104           | 87            | 120           | 113           | 127           |
| 13           | 134           | 196           | 106           | 134           | 143           | 108           | 134           | 111           | 133           | 150           | 120           | 121           | 123           |
| 14           | 142           | 219           | 122           | 164           | 131           | 129           | 144           | 122           | 118           | 135           | 128           | 131           | 159           |
| 15           | 134           | 189           | 134           | 148           | 118           | 126           | 139           | 105           | 110           | 117           | 121           | 127           | 131           |
| 16           | 113           | 129           | 130           | 124           | 97            | 97            | 106           | 84            | 109           | 111           | 131           | 111           | 117           |
| 17           | 111           | 108           | 105           | 113           | 83            | 101           | 93            | 89            | 106           | 108           | 144           | 134           | 96            |
| 18           | 142           | 164           | 156           | 173           | 149           | 161           | 169           | 159           | 180           | 174           | 137           | 165           | 182           |
| 19           | 132           | 157           | 149           | 165           | 132           | 115           | 137           | 148           | 161           | 144           | 121           | 168           | 161           |
| 20           | 79            | 88            | 72            | 96            | 70            | 84            | 65            | 49            | 89            | 69            | 82            | 86            | 79            |
| 21           | 110           | 89            | 77            | 89            | 97            | 73            | 80            | 75            | 68            | 94            | 94            | 105           | 120           |
| 22           | 141           | 102           | 111           | 142           | 115           | 101           | 123           | 104           | 107           | 138           | 109           | 146           | 172           |
| 23           | 156           | 92            | 125           | 117           | 100           | 100           | 95            | 98            | 127           | 110           | 117           | 136           | 131           |
| <b>TOTAL</b> | <b>2570</b>   | <b>2771</b>   | <b>2366</b>   | <b>2464</b>   | <b>2300</b>   | <b>2215</b>   | <b>2420</b>   | <b>2031</b>   | <b>2310</b>   | <b>2302</b>   | <b>2502</b>   | <b>2632</b>   | <b>2604</b>   |

Westfield Police Department  
July 2019



Westfield Police Department  
July 2019

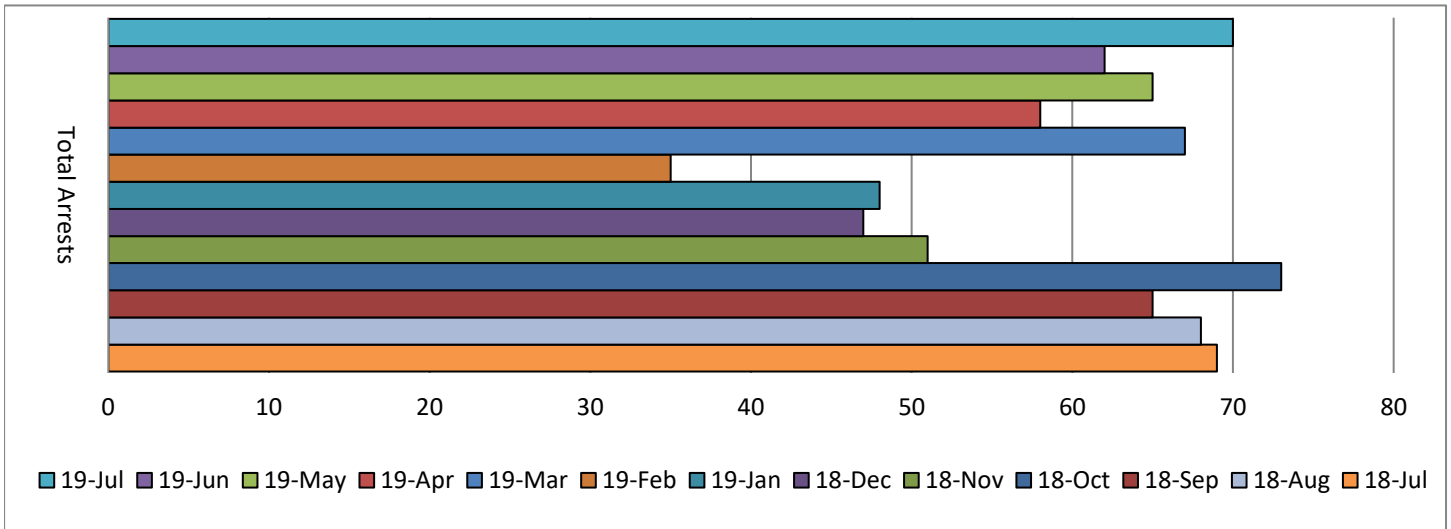
**UCR OFFENSES**

| OFFENSE              | 18-Jul | 18-Aug | 18-Sep | 18-Oct | 18-Nov | 18-Dec | 19-Jan | 19-Feb | 19-Mar | 19-Apr | 19-May | 19-Jun | 19-Jul |
|----------------------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|
| Arson                | 0      | 0      | 0      | 0      | 0      | 0      | 0      | 0      | 0      | 0      | 0      | 0      | 0      |
| Homicide             | 0      | 0      | 0      | 0      | 0      | 0      | 0      | 0      | 0      | 0      | 0      | 0      | 0      |
| Rape                 | 0      | 0      | 0      | 1      | 1      | -1     | 0      | 2      | 0      | 0      | 2      | 0      | 1      |
| Robbery              | 1      | 0      | 0      | 0      | 0      | 0      | 0      | 0      | 1      | 2      | 0      | 0      | 0      |
| Battery - Aggravated | 0      | 0      | 0      | 0      | 0      | 0      | 1      | 0      | 1      | 0      | 0      | 0      | 0      |
| Battery - Simple     | 10     | 16     | 11     | 7      | 11     | 11     | 12     | 12     | 12     | 8      | 13     | 16     | 17     |
| Burglary             | 1      | 3      | 3      | 0      | 0      | 1      | 0      | 2      | 2      | 2      | 1      | 0      | 4      |
| Theft                | 51     | 32     | 30     | 24     | 18     | 33     | 30     | 21     | 30     | 26     | 30     | 20     | 25     |
| Motor Vehicle Theft  | 1      | 1      | 1      | -1     | 0      | 3      | 0      | 0      | 2      | 1      | 0      | 1      | 2      |
| <b>TOTAL</b>         | 64     | 52     | 45     | 31     | 30     | 47     | 43     | 37     | 48     | 39     | 46     | 37     | 49     |

# Westfield Police Department

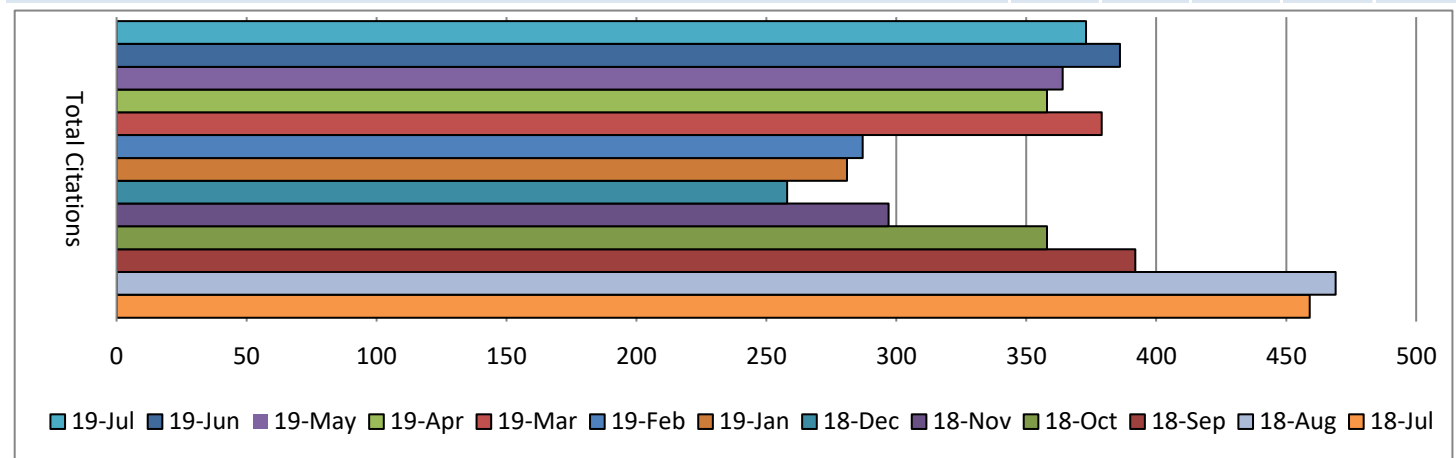
## July 2019

| Arrest Reports Taken  | 18-Jul    | 18-Aug    | 18-Sep    | 18-Oct    | 18-Nov    | 18-Dec    | 19-Jan    | 19-Feb    | 19-Mar    | 19-Apr    | 19-May    | 19-Jun    | 19-Jul    |
|-----------------------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|
| Alcohol/ Drug Related | 24        | 14        | 22        | 28        | 12        | 18        | 17        | 17        | 20        | 20        | 19        | 28        | 35        |
| Felony Charges        | 8         | 7         | 18        | 10        | 15        | 8         | 14        | 8         | 35        | 14        | 15        | 11        | 29        |
| Misdemeanor Charges   | 113       | 109       | 90        | 89        | 52        | 63        | 55        | 50        | 70        | 75        | 81        | 77        | 89        |
| <b>Total Arrests</b>  | <b>69</b> | <b>68</b> | <b>65</b> | <b>73</b> | <b>51</b> | <b>47</b> | <b>48</b> | <b>35</b> | <b>67</b> | <b>58</b> | <b>65</b> | <b>62</b> | <b>70</b> |



| Traffic                        | 18-Jul      | 18-Aug      | 18-Sep      | 18-Oct      | 18-Nov     | 18-Dec      | 19-Jan      | 19-Feb     | 19-Mar     | 19-Apr     | 19-May     | 19-Jun      | 19-Jul      |
|--------------------------------|-------------|-------------|-------------|-------------|------------|-------------|-------------|------------|------------|------------|------------|-------------|-------------|
| <b>Total Citations</b>         | <b>459</b>  | <b>469</b>  | <b>392</b>  | <b>358</b>  | <b>297</b> | <b>258</b>  | <b>281</b>  | <b>287</b> | <b>379</b> | <b>358</b> | <b>364</b> | <b>386</b>  | <b>373</b>  |
| <b>Total Written Warning</b>   | <b>1158</b> | <b>1127</b> | <b>1043</b> | <b>1106</b> | <b>997</b> | <b>1008</b> | <b>1083</b> | <b>909</b> | <b>979</b> | <b>976</b> | <b>973</b> | <b>1202</b> | <b>1057</b> |
| <b>Total Traffic Accidents</b> | <b>71</b>   | <b>66</b>   | <b>53</b>   | <b>76</b>   | <b>60</b>  | <b>66</b>   | <b>68</b>   | <b>41</b>  | <b>47</b>  | <b>46</b>  | <b>87</b>  | <b>62</b>   | <b>67</b>   |
| Property Damage                | 67          | 57          | 43          | 66          | 51         | 52          | 54          | 37         | 38         | 40         | 75         | 51          | 60          |
| Personal Injury                | 4           | 9           | 10          | 9           | 9          | 14          | 12          | 4          | 9          | 6          | 12         | 11          | 7           |
| Fatality                       | 0           | 0           | 0           | 1           | 0          | 0           | 2           | 0          | 0          | 0          | 0          | 0           | 0           |
| Hit and Run*                   | 6           | 6           | 3           | 11          | 8          | 6           | 5           | 2          | 4          | 5          | 2          | 4           | 6           |

\*numbers included in property damage, personal injury, and fatality accidents



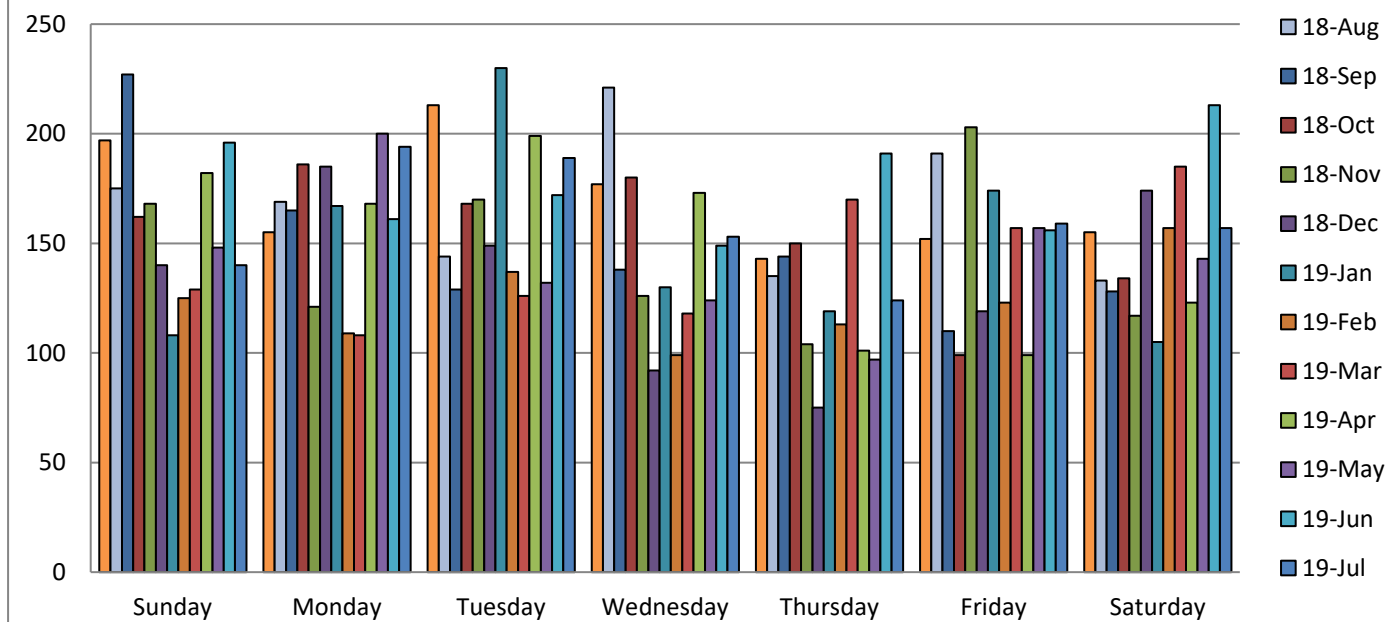
# Westfield Police Department

## July 2019

### Traffic Stops by Day of Week

| Day:         | 18-Jul      | 18-Aug      | 18-Sep      | 18-Oct      | 18-Nov      | 18-Dec     | 19-Jan      | 19-Feb     | 19-Mar     | 19-Apr      | 19-May      | 19-Jun      | 19-Jul      |
|--------------|-------------|-------------|-------------|-------------|-------------|------------|-------------|------------|------------|-------------|-------------|-------------|-------------|
| Sunday       | 197         | 175         | 227         | 162         | 168         | 140        | 108         | 125        | 129        | 182         | 148         | 196         | 140         |
| Monday       | 155         | 169         | 165         | 186         | 121         | 185        | 167         | 109        | 108        | 168         | 200         | 161         | 194         |
| Tuesday      | 213         | 144         | 129         | 168         | 170         | 149        | 230         | 137        | 126        | 199         | 132         | 172         | 189         |
| Wednesday    | 177         | 221         | 138         | 180         | 126         | 92         | 130         | 99         | 118        | 173         | 124         | 149         | 153         |
| Thursday     | 143         | 135         | 144         | 150         | 104         | 75         | 119         | 113        | 170        | 101         | 97          | 191         | 124         |
| Friday       | 152         | 191         | 110         | 99          | 203         | 119        | 174         | 123        | 157        | 99          | 157         | 156         | 159         |
| Saturday     | 155         | 133         | 128         | 134         | 117         | 174        | 105         | 157        | 185        | 123         | 143         | 213         | 157         |
| <b>TOTAL</b> | <b>1192</b> | <b>1168</b> | <b>1041</b> | <b>1079</b> | <b>1009</b> | <b>934</b> | <b>1033</b> | <b>863</b> | <b>993</b> | <b>1045</b> | <b>1001</b> | <b>1238</b> | <b>1116</b> |

### Total Traffic Stops by Day of Week



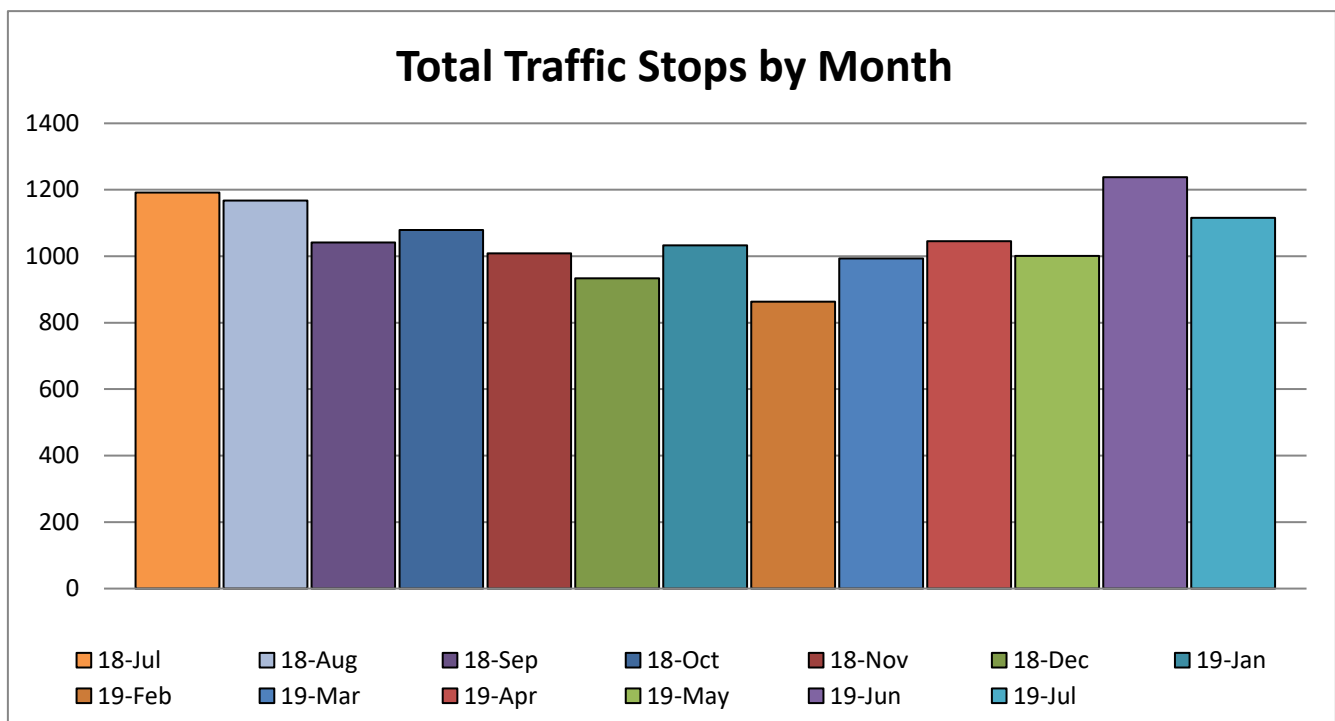
# Westfield Police Department

## July 2019

### Traffic Stops by Hour of the Day

| Hour:        | 18-Jul      | 18-Aug      | 18-Sep      | 18-Oct      | 18-Nov      | 18-Dec     | 19-Jan      | 19-Feb     | 19-Mar     | 19-Apr      | 19-May      | 19-Jun      | 19-Jul      |
|--------------|-------------|-------------|-------------|-------------|-------------|------------|-------------|------------|------------|-------------|-------------|-------------|-------------|
| 0            | 62          | 41          | 49          | 54          | 41          | 42         | 46          | 37         | 70         | 50          | 83          | 77          | 65          |
| 1            | 35          | 22          | 39          | 28          | 23          | 24         | 29          | 25         | 44         | 32          | 58          | 32          | 49          |
| 2            | 27          | 10          | 28          | 18          | 19          | 27         | 20          | 16         | 16         | 24          | 38          | 29          | 21          |
| 3            | 10          | 6           | 27          | 19          | 22          | 17         | 18          | 10         | 26         | 12          | 18          | 20          | 19          |
| 4            | 12          | 4           | 8           | 20          | 5           | 9          | 10          | 8          | 6          | 10          | 7           | 3           | 10          |
| 5            | 18          | 4           | 5           | 4           | 11          | 4          | 12          | 8          | 10         | 7           | 8           | 11          | 9           |
| 6            | 46          | 21          | 10          | 15          | 17          | 11         | 26          | 15         | 18         | 14          | 9           | 27          | 28          |
| 7            | 67          | 53          | 39          | 20          | 29          | 24         | 22          | 23         | 19         | 11          | 36          | 48          | 37          |
| 8            | 64          | 97          | 77          | 72          | 63          | 59         | 67          | 43         | 39         | 61          | 77          | 105         | 71          |
| 9            | 87          | 86          | 87          | 75          | 88          | 76         | 81          | 54         | 54         | 78          | 82          | 112         | 84          |
| 10           | 104         | 78          | 83          | 60          | 59          | 65         | 70          | 50         | 50         | 61          | 60          | 104         | 72          |
| 11           | 52          | 68          | 47          | 40          | 53          | 39         | 36          | 26         | 33         | 37          | 40          | 36          | 45          |
| 12           | 31          | 42          | 25          | 20          | 23          | 30         | 45          | 29         | 31         | 33          | 29          | 28          | 37          |
| 13           | 41          | 64          | 34          | 40          | 48          | 43         | 51          | 34         | 47         | 55          | 27          | 41          | 34          |
| 14           | 64          | 106         | 36          | 60          | 52          | 43         | 49          | 40         | 44         | 50          | 38          | 51          | 41          |
| 15           | 47          | 84          | 65          | 57          | 43          | 38         | 40          | 33         | 29         | 42          | 31          | 38          | 49          |
| 16           | 50          | 46          | 38          | 28          | 26          | 34         | 35          | 28         | 38         | 30          | 43          | 25          | 26          |
| 17           | 29          | 23          | 19          | 20          | 23          | 21         | 24          | 13         | 26         | 30          | 31          | 25          | 17          |
| 18           | 54          | 72          | 59          | 85          | 72          | 91         | 91          | 99         | 109        | 96          | 53          | 76          | 86          |
| 19           | 51          | 86          | 67          | 93          | 73          | 63         | 85          | 80         | 76         | 81          | 38          | 101         | 77          |
| 20           | 24          | 18          | 19          | 35          | 26          | 30         | 14          | 24         | 30         | 19          | 19          | 22          | 14          |
| 21           | 40          | 24          | 26          | 44          | 55          | 18         | 32          | 30         | 22         | 50          | 39          | 45          | 48          |
| 22           | 73          | 57          | 79          | 86          | 73          | 59         | 77          | 69         | 64         | 91          | 62          | 86          | 96          |
| 23           | 104         | 56          | 75          | 86          | 65          | 67         | 53          | 69         | 92         | 71          | 75          | 96          | 81          |
| <b>TOTAL</b> | <b>1192</b> | <b>1168</b> | <b>1041</b> | <b>1079</b> | <b>1009</b> | <b>934</b> | <b>1033</b> | <b>863</b> | <b>993</b> | <b>1045</b> | <b>1001</b> | <b>1238</b> | <b>1116</b> |

Westfield Police Department  
July 2019



Westfield Police Department  
July 2019

Community Events

|           |                                          |
|-----------|------------------------------------------|
| 7/3/2019  | Bridgewater Parade - Days B              |
| 7/8/2019  | COPS Cycling                             |
| 7/15/2019 | Little Lamb School Visit - Days A        |
| 7/15/2019 | Westfield Library Day - K9 Officer Abney |
|           |                                          |
|           |                                          |
|           |                                          |
|           |                                          |
|           |                                          |
|           |                                          |

Westfield Police Department  
June 2019

Training

|              |                                         |
|--------------|-----------------------------------------|
| 7/4/2019     | Monthly K-9                             |
| 7/11/2019    | Monthly ESU                             |
| 8/16-17/2019 | ICS 300 - Sgt. Harrell                  |
| 7/30-8/2     | Reid Interview 4-Day - Officer Tribbett |
|              |                                         |
|              |                                         |
|              |                                         |
|              |                                         |
|              |                                         |
|              |                                         |
|              |                                         |
|              |                                         |
|              |                                         |
|              |                                         |



**City of Westfield Fire Department  
Board of Public Works & Safety Report  
2019 July  
Report**

Contact: Fire Chief

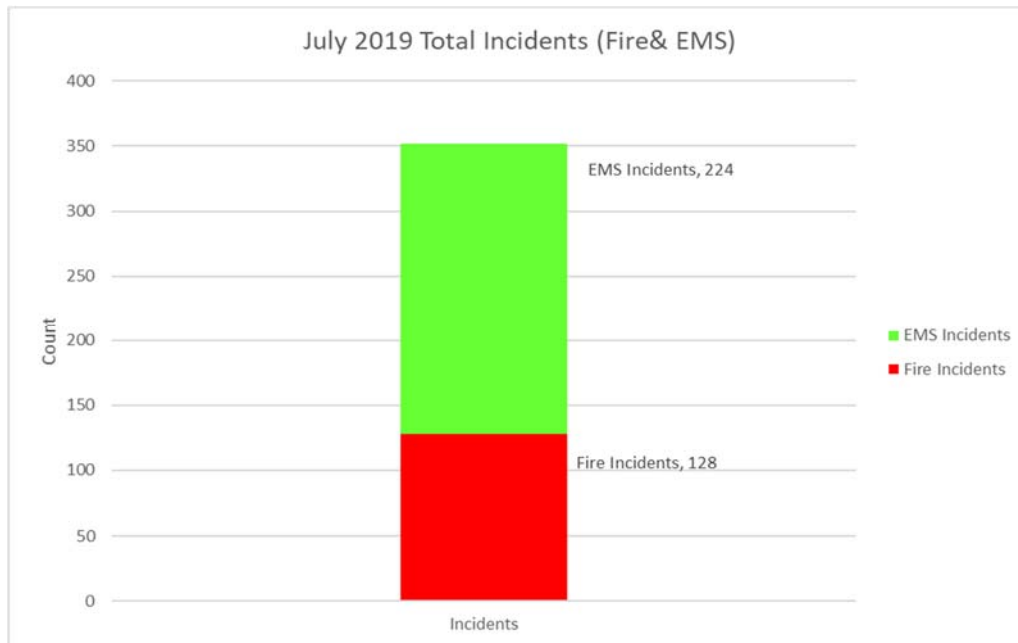
Marcus Reed

Or Nikki Hartman



## Westfield Fire Department 2019 July Incident Statistics

804-3304



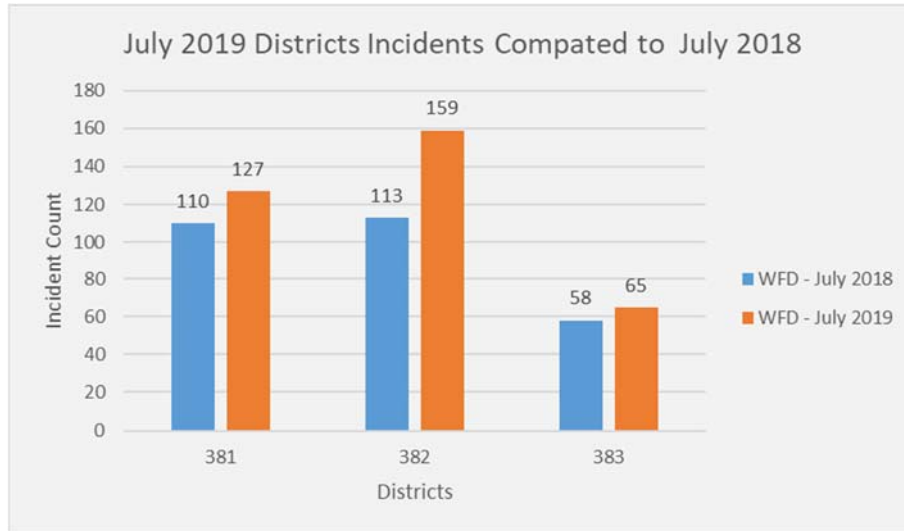
| Incident Type   | Incident Count | % of total Incident |
|-----------------|----------------|---------------------|
| Fire Incidents  | 128            | 36%                 |
| EMS Incidents   | 224            | 64%                 |
| Total Incidents | 352            |                     |



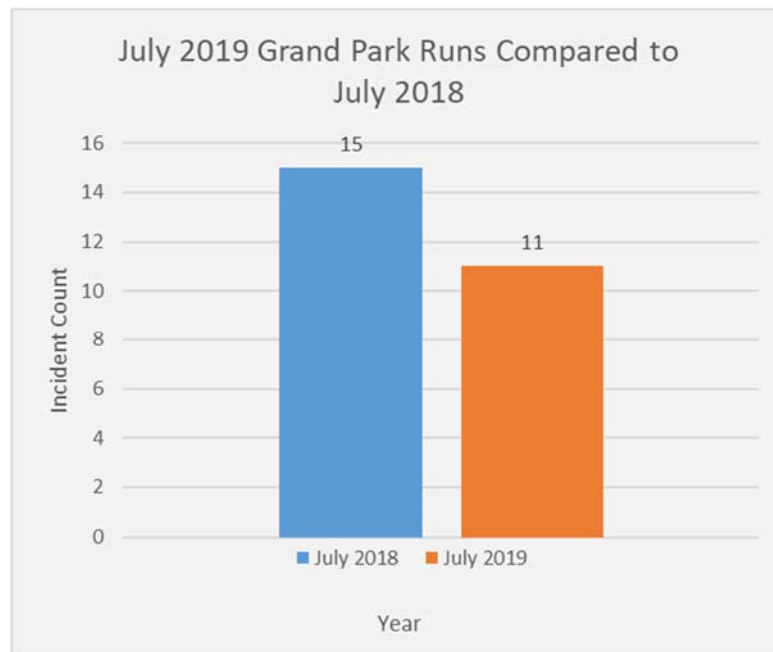
| Property Loss | Total Pre-Incident Value | % of Property value saved |
|---------------|--------------------------|---------------------------|
| 70000         | 307000                   | 77%                       |



## Westfield Fire Department 2019 July Incident Statistics



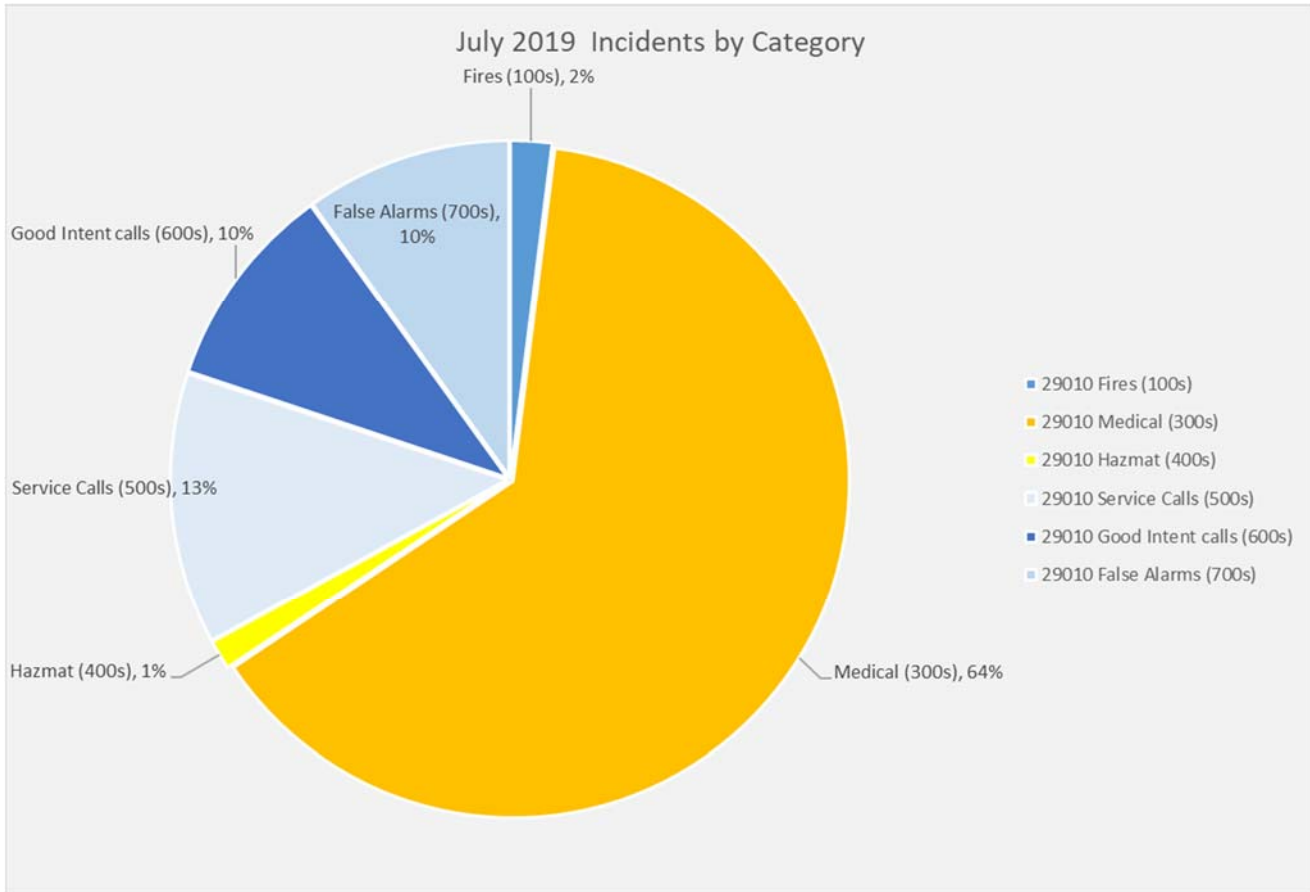
| Districts | July 2018 | July 2019 | Increase/decrease | % increase/decrease |
|-----------|-----------|-----------|-------------------|---------------------|
| 381       | 110       | 127       | 17                | 15%                 |
| 382       | 113       | 159       | 46                | 41%                 |
| 383       | 58        | 65        | 7                 | 12%                 |



| July 2018 Incident Calls | July 2019 Incident | Change | % Change |
|--------------------------|--------------------|--------|----------|
| 15                       | 11                 | -4     | -27%     |



## Westfield Fire Department 2019 July Incident Statistics

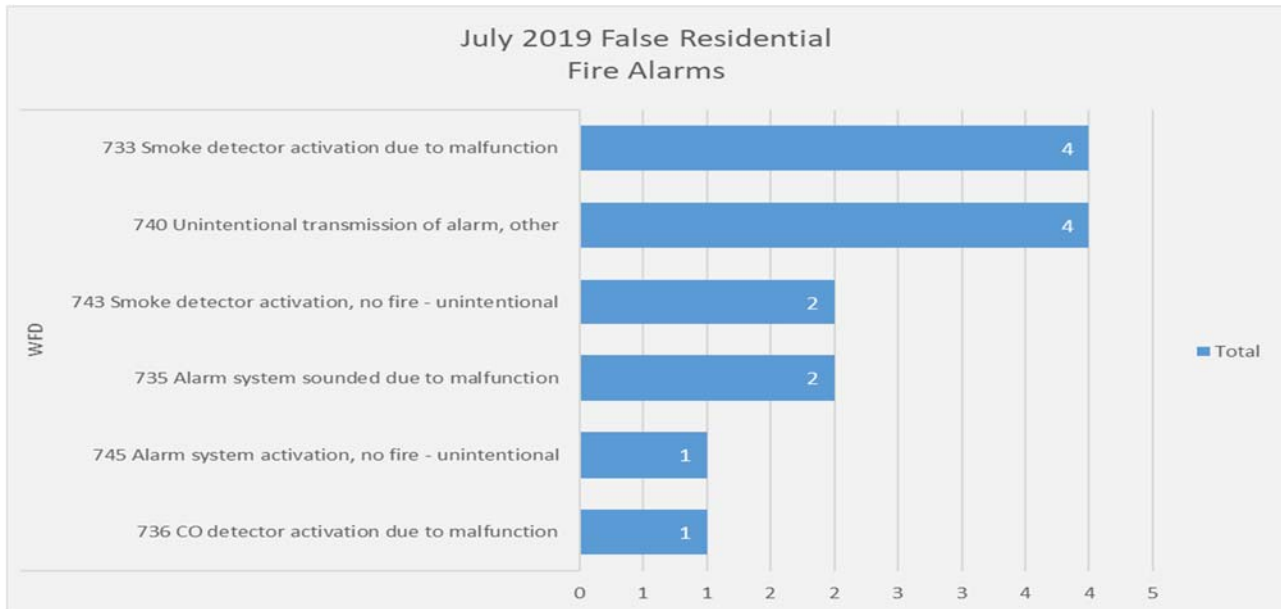


| Call Type        | Incident Count | % of total calls |
|------------------|----------------|------------------|
| Medical          | 224            | 63.64%           |
| Good Intent      | 35             | 9.94%            |
| Service Calls    | 46             | 13.07%           |
| False Alarm      | 35             | 9.94%            |
| Hazmat           | 5              | 1.42%            |
| Fires            | 7              | 1.99%            |
| Sever Weathers   | 0              | 0.00%            |
| OverPressure     | 0              | 0.00%            |
| Special Incident | 0              | 0.00%            |
| Total            | 352            |                  |



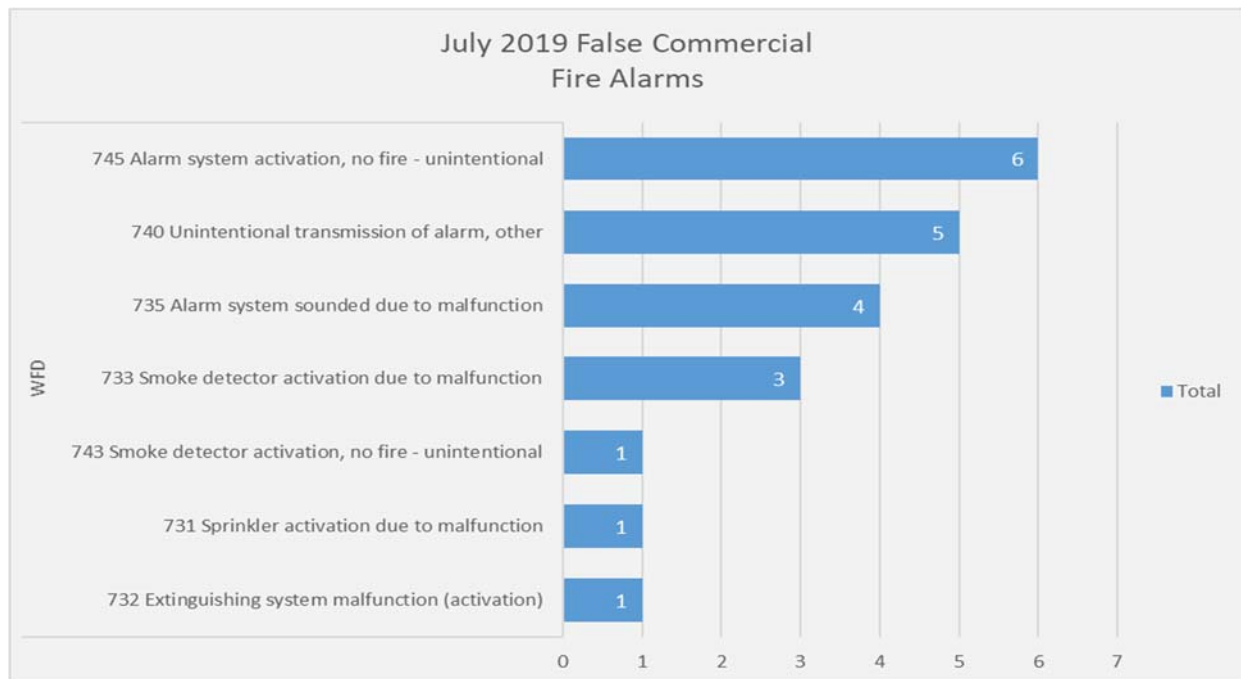
## Westfield Fire Department 2019 July Incident Statistics

### False Residential Fire Alarm Calls



14 Residential Alarms

### False Commercial Fire Alarm Calls

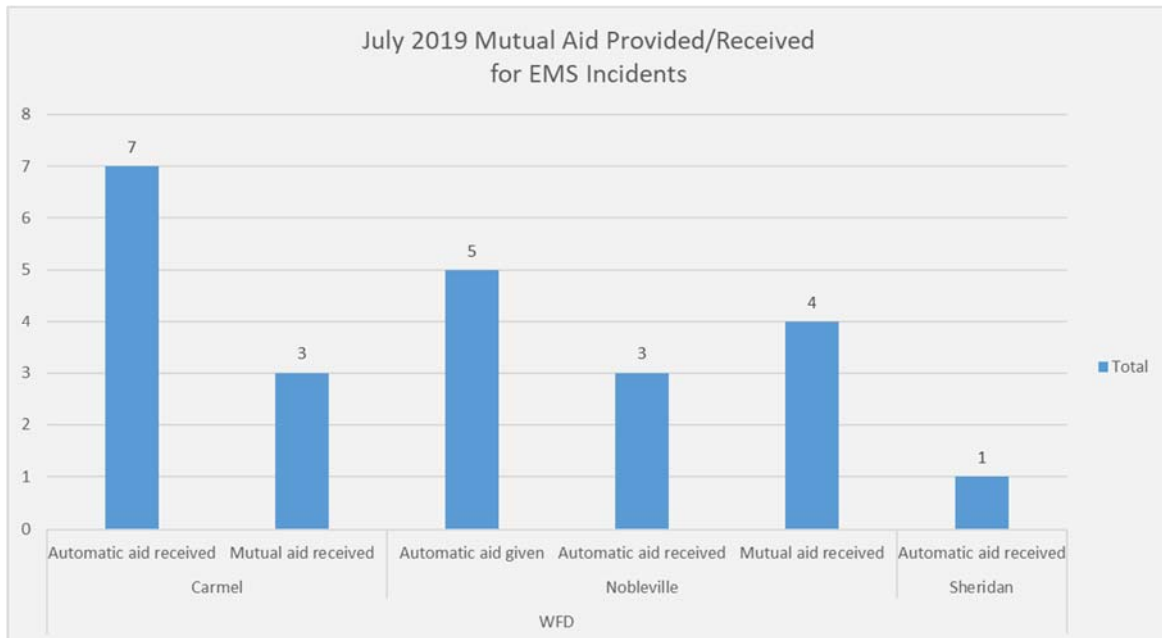


21 Commercial False Alarms



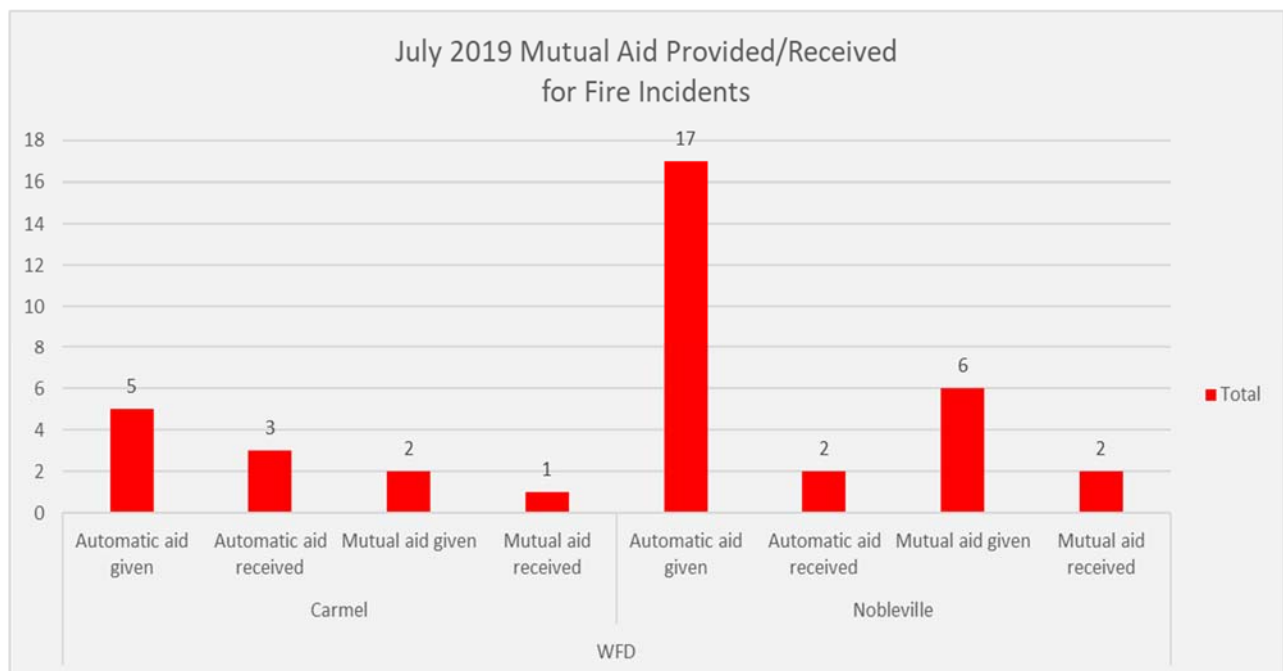
## Westfield Fire Department 2019 July Incident Statistics

Mutual Aid data  
EMS



Total 23

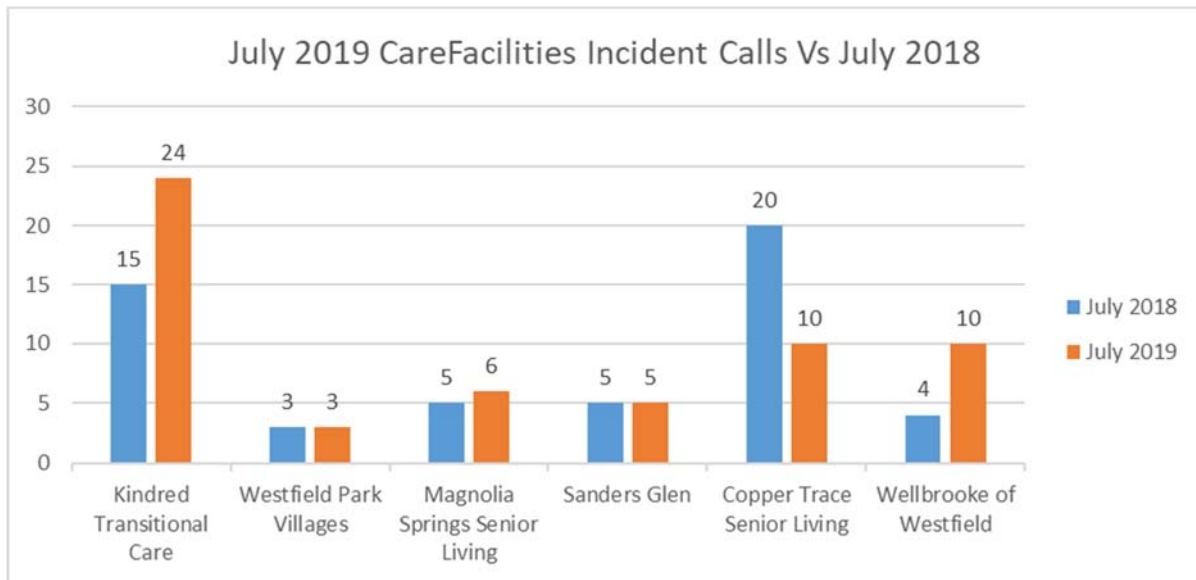
Mutual Aid Data  
Fire Incidents



Total 36



## Westfield Fire Department 2019 July Incident Statistics Care Facility



# **GRANT OF EASEMENT**

Pt. Parcel # 29-09-01-208-001.000-015  
29-09-01-208-002.001-015  
29-09-01-208-003.001-015  
29-09-01-208-004.001-015  
29-09-01-208-005.001-015

In consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, **CITY OF WESTFIELD**, an Indiana Municipal Corporation, (hereinafter referred to as "Grantor"), hereby grant(s) unto **DUKE ENERGY INDIANA, LLC**, an Indiana limited liability company with a mailing address of 1000 E. Main Street, Plainfield, IN 46168 and its successors and assigns (hereinafter referred to as "Grantee"), a perpetual, non-exclusive easement to construct, reconstruct, operate, patrol, maintain, repair, replace, relocate, add to, modify and remove, electric, and/or telecommunication line or lines including but not limited to, all necessary and convenient supporting structures, conduits, wires, cables, manholes, pullboxes, grounding systems, counterpoises, surface equipment (including, but not limited to, transformers and switchgears), and all other appurtenances, fixtures and equipment (hereinafter referred to as the "Facilities"), for the underground transmission and distribution of electrical energy, and for technological purposes (including but not limited to telecommunications), in, upon, over, along, under, through and across the following described real estate:

Situate in Section 1, Township 18 North, Range 3 East, Washington Township, Hamilton County, State of Indiana; being a part of a tract as recorded in **Instrument Number 2014018490** and **Instrument Number 2014057661** and also **Case Number 29D04-1403-MI-002138** in the Office of the Recorder of Hamilton County, Indiana (hereinafter referred to as "Grantor's Property"), and being more particularly described as follows:

Said easement being that area indicated, relative to landmarks and property lines, shown on a drawing marked Exhibit "A", attached hereto and becoming a part hereof (hereinafter referred to as the "Easement Area").

This easement grant shall include, but not be limited to, the following respective rights and duties of Grantor and Grantee:

1. Grantee shall have the right of ingress and egress over the Easement Area, and over the adjoining land of Grantor's Property (using lanes, driveways, and adjoining public roads where practical as determined by Grantee).

*For Grantee's Internal Use:*

*Line Name/No:* 31725446

*Tract No:* 2 of 2

*Job Control #* 31725446

*LU#* \_\_\_\_\_

*Prep/Chk:* ALB/MRJ *Exec/Rec:* \_\_\_\_\_

*Dwg/Fac Ref.: Exhibit "A"*

*Prepared Date:* 05/16/2019

2. Grantee shall have the right to cut down, clear, trim, remove, and otherwise control any trees, shrubs, overhanging branches, and/or other vegetation upon or over the Easement Area. Grantee shall also have the right to cut down, clear, trim, remove, and otherwise control any trees, shrubs, overhanging branches, and/or other vegetation which are adjacent to the Easement Area but only to the extent such vegetation may endanger, as reasonably determined by Grantee, the safe or reliable operation of the Facilities, or where such vegetation is trimmed consistent with generally accepted arboricultural practices.

3. Grantee shall have the right to allow third parties to trench with Grantee's Facilities, and any such equipment shall include but not be limited to, wires, cables, and other fixtures; provided, that Grantor shall pursue any claim with the third party and not Grantee, if any such claim arises out of any third party's facility location.

4. To the best of Grantor's knowledge, the Easement Area and the adjoining land of Grantor's Property, have never been used to release, discharge, generate or store any toxic, hazardous, corrosive, radioactive or otherwise harmful substance or material.

5. Grantor shall not place, or permit the placement of, any obstructions, which may interfere with the exercise of the rights granted herein to Grantee. Grantee shall have the right to remove any such obstruction.

6. Grantee shall have the right to pile dirt and other material and to operate equipment upon the surface of the Easement Area and the adjoining land of Grantor's Property, but only during those times when Grantee is constructing, reconstructing, maintaining, repairing, replacing, relocating, adding to, modifying, or removing the Facilities.

7. Excluding the removal of vegetation and obstructions as provided herein, any physical damage to the surface area of the Easement Area and the adjoining land of Grantor's Property resulting from the exercise of the rights granted herein to Grantee, shall be promptly paid by Grantee, or repaired or restored by Grantee to a condition which is reasonably close to the condition it was in prior to the damage, all to the extent such damage is caused by Grantee or its contractors or employees. In the event that Grantee does not, in the opinion of Grantor, satisfactorily repair any damage, Grantor must, within ninety (90) days after such damage occurs, file a claim for such damage with Grantee at (a) 1000 E. Main St., Plainfield, IN 46168, Attn: Right of Way Services, or (b) by contacting an authorized Right of Way Services representative of Grantee.

8. Grantor shall have the right to use the Easement Area and the adjoining land of Grantor's Property in any manner which is consistent with the rights granted herein to Grantee, and shall comply with all applicable codes when making use of the land near the Facilities.

9. Notwithstanding anything to the contrary contained herein, Grantor shall not without the prior written consent of Grantee (a) construct or install, or permit the construction or installation of any building, house, or other above-ground structure, or portion thereof, upon the Easement Area; or (b) excavate or place, or permit the excavation or placement of any dirt or other material upon or below the Easement Area; or (c) cause, by excavation or placement of material, either on or off the Easement Area, a pond, lake, or similar containment vehicle that would result in the retention of water in any manner within the Easement Area.

10. Grantor warrants that it has the necessary authority and title to Grantor's Property to grant this easement to Grantee, and shall defend and hold Grantee harmless from the claim of any third party that Grantor does not have such authority or title.

11. The respective rights and duties herein of Grantor and Grantee shall inure to the benefit of, and shall be binding upon the respective successors, assigns, heirs, personal representatives, lessees, licensees, and/or tenants of Grantor and Grantee. Easement, Grantor and Grantee, as used herein, shall be deemed to be plural, when required to be so. The exercise of any or all of the rights and privileges of Grantee set forth herein, shall be at the sole discretion of Grantee.

Signature page(s) follow.

**IN WITNESS WHEREOF**, Grantor has caused this **Grant of Easement** to be signed by its duly authorized representative(s), effective the \_\_\_\_ day of \_\_\_\_\_, 2019.

**CITY OF WESTFIELD,**  
an Indiana Municipal Corporation,  
Grantor

By: \_\_\_\_\_ By: \_\_\_\_\_

Printed Name: \_\_\_\_\_ Printed Name: \_\_\_\_\_

Printed Title: \_\_\_\_\_ Printed Title: \_\_\_\_\_

STATE OF \_\_\_\_\_ )  
 ) SS:  
COUNTY OF \_\_\_\_\_ )

Personally appeared before me this day \_\_\_\_\_, \_\_\_\_\_, (a) duly authorized representative(s) of Grantor and acknowledged the signing of this **Grant of Easement** by \_\_\_\_\_ to be a voluntary act and deed for and on behalf of Grantor, and having been duly sworn/affirmed, state(s) that any representations contained therein are true to the best of \_\_\_\_\_ personal knowledge.

**WITNESS** my hand and notarial seal, this \_\_\_\_ day of \_\_\_\_\_, 2019.

My Commission Expires: \_\_\_\_\_ Signed Name: \_\_\_\_\_

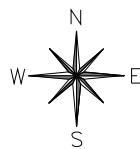
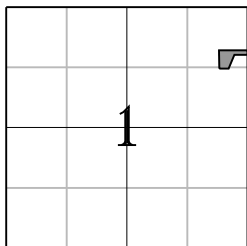
My County of Residence: \_\_\_\_\_ Printed Name: \_\_\_\_\_

My Commission Number: \_\_\_\_\_

This Instrument Prepared by John B. Scheidler, Attorney-at-Law, 1000 E. Main St., Plainfield, IN 46168.

I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law. Amanda Brinker

THIS IS NOT A SURVEY. LOCATIONS SHOWN ARE APPROXIMATE. THE ACTUAL CENTERLINE LOCATION OF THE UTILITY LINE IS THE CENTERLINE OF THE EASEMENT.



CITY OF WESTFIELD  
CASE NO. 29D04-1403-MI-002138  
PARCEL #29-09-01-208-001.000-015

$N89^{\circ}35'52''W$  641.05'  
P/L

P/L

P/L

MILL ST.

$N00^{\circ}00'00''E$  100.00'

S. UNION ST.

CITY OF WESTFIELD  
INSTRUMENT #2014057661  
PARCEL  
#29-09-01-208-002.001-015

20' WIDE  
AREA EASEMENT

$S89^{\circ}35'52''E$  412.50'  
P/L

P/L

P/L

$S22^{\circ}18'31''W$   
98.36'

CITY OF WESTFIELD  
INSTRUMENT #2014018490  
PARCEL #29-09-01-208-004.001-015

$S22^{\circ}18'31''W$   
78.76'

CITY OF WESTFIELD  
INSTRUMENT #2014018490  
PARCEL #29-09-01-208-005.001-015

$S22^{\circ}18'31''W$   
52.26'

$S22^{\circ}18'31''W$   
93.88'

NOTE: PROPERTY LINES AS SHOWN WERE  
PLOTTED FROM INSTRUMENT #2014018490;  
2014057661  
CASE NO. 29D04-1403-MI-002138 AND SITE  
IMPROVEMENTS FROM GIS DATA

# HAMILTON COUNTY, INDIANA

SITE NAME: WASHINGTON TOWNSHIP SECTION 1 TOWNSHIP 18N RANGE 3E



|      |            |                                         |                |
|------|------------|-----------------------------------------|----------------|
| DR.  | AM         | EXHIBIT MAP OF:<br>EASEMENT             |                |
| CK.  | MT         | LOCATION<br>319 UNION ST, WESTFIELD, IN |                |
| DATE | 05/15/2019 | EXHIBIT MAP FOR:<br>CITY OF WESTFIELD   | EXHIBIT 'A'    |
|      |            |                                         | EMAX #31725446 |

## **GRANT OF EASEMENT**

Pt. Parcel # 29-09-01-208-004.002-015

In consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, **CITIZENS WASTEWATER OF WESTFIELD, LLC**, an Indiana limited liability company (hereinafter referred to as "Grantor"), hereby grant(s) unto **DUKE ENERGY INDIANA, LLC**, an Indiana limited liability company with a mailing address of 1000 E. Main Street, Plainfield, IN 46168 and its successors and assigns (hereinafter referred to as "Grantee"), a perpetual, non-exclusive easement to construct, reconstruct, operate, patrol, maintain, repair, replace, relocate, add to, modify and remove, electric, and/or telecommunication line or lines including but not limited to, all necessary and convenient supporting structures, conduits, wires, cables, manholes, pullboxes, grounding systems, counterpoises, surface equipment (including, but not limited to, transformers and switchgears), and all other appurtenances, fixtures and equipment (hereinafter referred to as the "Facilities"), for the underground transmission and distribution of electrical energy, and for technological purposes (including but not limited to telecommunications), in, upon, over, along, under, through and across the following described real estate:

Situate in Section 1, Township 18 North, Range 3 East, Washington Township, Hamilton County, State of Indiana a part of a tract as recorded in **Instrument Number 2017035557** in the Office of the Recorder of Hamilton County, Indiana (hereinafter referred to as "Grantor's Property"), and being more particularly described as follows:

A strip of land fifteen feet (15') in uniform width, lying seven and one-half feet (7.5') wide on both sides of a centerline, which centerline shall be established by the center of the Facilities as constructed and as generally shown on Exhibit "A", attached hereto and becoming a part hereof (hereinafter referred to as the "Easement Area").

This easement grant shall include, but not be limited to, the following respective rights and duties of Grantor and Grantee:

1. Grantee shall have the right of ingress and egress over the Easement Area, and over the adjoining land of Grantor's Property (using lanes, driveways, and adjoining public roads where practical as determined by Grantee).

*For Grantee's Internal Use:*

*Line Name/No: Hamilton-Washington-IN*

*Tract No: 1 of 2*

*Job Control #31725446*

*LU# \_\_\_\_\_*

*Prep/Chk: ALB/MRJ Exec/Rec: \_\_\_\_\_*

*Dwg/Fac Ref.: Exhibit "A"*

*Prepared Date: May 16, 2017*

2. Grantee shall have the right to cut down, clear, trim, remove, and otherwise control any trees, shrubs, overhanging branches, and/or other vegetation upon or over the Easement Area. Grantee shall also have the right to cut down, clear, trim, remove, and otherwise control any trees, shrubs, overhanging branches, and/or other vegetation which are adjacent to the Easement Area but only to the extent such vegetation may endanger, as reasonably determined by Grantee, the safe or reliable operation of the Facilities, or where such vegetation is trimmed consistent with generally accepted arboricultural practices.

3. Grantee shall have the right to allow third parties to trench with Grantee's Facilities, and any such equipment shall include but not be limited to, wires, cables, and other fixtures; provided, that Grantor shall pursue any claim with the third party and not Grantee, if any such claim arises out of any third party's facility location.

4. To the best of Grantor's knowledge, the Easement Area and the adjoining land of Grantor's Property, have never been used to release, discharge, generate or store any toxic, hazardous, corrosive, radioactive or otherwise harmful substance or material.

5. Grantor shall not place, or permit the placement of, any obstructions, which may interfere with the exercise of the rights granted herein to Grantee. Grantee shall have the right to remove any such obstruction.

6. Grantee shall have the right to pile dirt and other material and to operate equipment upon the surface of the Easement Area and the adjoining land of Grantor's Property, but only during those times when Grantee is constructing, reconstructing, maintaining, repairing, replacing, relocating, adding to, modifying, or removing the Facilities.

7. Excluding the removal of vegetation and obstructions as provided herein, any physical damage to the surface area of the Easement Area and the adjoining land of Grantor's Property resulting from the exercise of the rights granted herein to Grantee, shall be promptly paid by Grantee, or repaired or restored by Grantee to a condition which is reasonably close to the condition it was in prior to the damage, all to the extent such damage is caused by Grantee or its contractors or employees. In the event that Grantee does not, in the opinion of Grantor, satisfactorily repair any damage, Grantor must, within ninety (90) days after such damage occurs, file a claim for such damage with Grantee at (a) 1000 E. Main St., Plainfield, IN 46168, Attn: Right of Way Services, or (b) by contacting an authorized Right of Way Services representative of Grantee.

8. Grantor shall have the right to use the Easement Area and the adjoining land of Grantor's Property in any manner which is consistent with the rights granted herein to Grantee, and shall comply with all applicable codes when making use of the land near the Facilities.

9. Notwithstanding anything to the contrary contained herein, Grantor shall not without the prior written consent of Grantee (a) construct or install, or permit the construction or installation of any building, house, or other above-ground structure, or portion thereof, upon the Easement Area; or (b) excavate or place, or permit the excavation or placement of any dirt or other material upon or below the Easement Area; or (c) cause, by excavation or placement of material, either on or off the Easement Area, a pond, lake, or similar containment vehicle that would result in the retention of water in any manner within the Easement Area.

10. Grantor warrants that it has the necessary authority and title to Grantor's Property to grant this easement to Grantee, and shall defend and hold Grantee harmless from the claim of any third party that Grantor does not have such authority or title.

11. The respective rights and duties herein of Grantor and Grantee shall inure to the benefit of, and shall be binding upon the respective successors, assigns, heirs, personal representatives, lessees, licensees, and/or tenants of Grantor and Grantee. Easement, Grantor and Grantee, as used herein, shall be deemed to be plural, when required to be so. The exercise of any or all of the rights and privileges of Grantee set forth herein, shall be at the sole discretion of Grantee.

Signature page(s) follow.

IN WITNESS WHEREOF, Grantor has caused this Grant of Easement to be signed by its duly authorized representative(s), effective the \_\_\_\_ day of \_\_\_\_\_, 2019.

CITIZENS WASTEWATER OF WESTFIELD, LLC,  
an Indiana limited liability company,  
Grantor

By: \_\_\_\_\_ By: Edward J. Bukovac  
Printed Name: \_\_\_\_\_ Printed Name: Edward J. Bukovac  
Printed Title: \_\_\_\_\_ Printed Title: Vice President

STATE OF Indiana )  
COUNTY OF Hendricks ) SS:



Personally appeared before me this day Edward J. Bukovac Vice President, (a) duly authorized representative(s) of Grantor and acknowledged the signing of this Grant of Easement by Him to be a voluntary act and deed for and on behalf of Grantor, and having been duly sworn/affirmed, state(s) that any representations contained therein are true to the best of His personal knowledge.

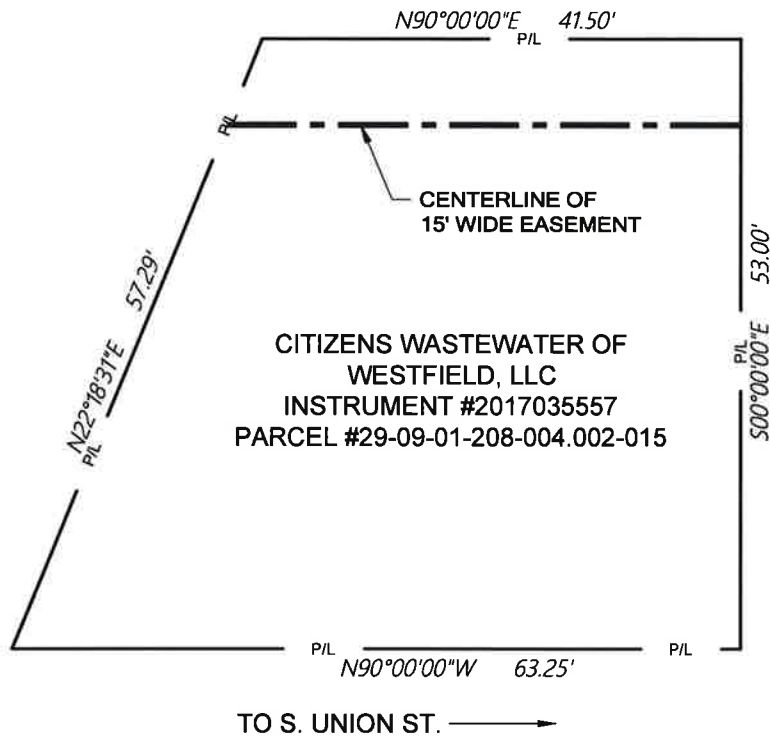
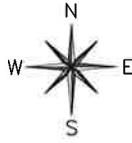
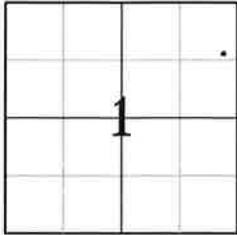
WITNESS my hand and notarial seal, this 23 day of July, 2019.

My Commission Expires: Aug 14, 2024 Signed Name: Toni Hewson  
My County of Residence: Hendricks Printed Name: Toni Hewson  
My Commission Number: \_\_\_\_\_

This Instrument Prepared by John B. Scheidler, Attorney-at-Law, 1000 E. Main St., Plainfield, IN 46168.

I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law. *Amanda Brinker*

THIS IS NOT A SURVEY. LOCATIONS SHOWN ARE APPROXIMATE. THE ACTUAL CENTERLINE LOCATION OF THE UTILITY LINE IS THE CENTERLINE OF THE EASEMENT.



NOTE: PROPERTY LINES AS SHOWN WERE  
PLOTTED FROM INSTRUMENT #2017035557  
AND SITE IMPROVEMENTS FROM GIS DATA

# HAMILTON COUNTY, INDIANA

SITE NAME: WASHINGTON TOWNSHIP SECTION 1 TOWNSHIP 18N RANGE 3E



|                    |                                                           |                               |
|--------------------|-----------------------------------------------------------|-------------------------------|
| DR.<br>AM          | EXHIBIT MAP OF:<br>EASEMENT                               |                               |
| CK.<br>MT          | LOCATION<br>UNION ST, WESTFIELD, IN                       |                               |
| DATE<br>05/15/2019 | EXHIBIT MAP FOR:<br>CITIZENS WASTEWATER OF WESTFIELD, LLC | EXHIBIT 'A'<br>EMAX #31725446 |

|          |             |
|----------|-------------|
| PROJECT  | DESIGNATION |
| 1600640  | 1600640     |
| CONTRACT |             |
| R-39680  |             |

ADDITIONAL RIGHT-OF-WAY  
REQUIRED FOR THIS PROJECT

APPROVED BY

JEREMY LOLLAR PUBLIC WORKS DIRECTOR

MICHAEL PEARCE, PE PROJECT ENGINEER & ERC

BOARD OF PUBLIC WORKS & SAFETY

ANDY COOK MAYOR

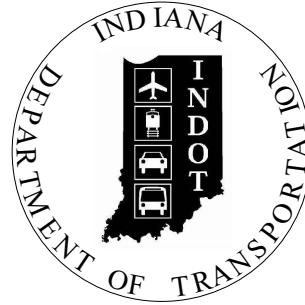
RANDY GRAHAM BOARD MEMBER

KATE SNEDEKER BOARD MEMBER

Begin Project  
Sta. 12+28.83 Line "Kinsey"

End Project  
Sta. 13+76.33 Line "Kinsey"

# INDIANA DEPARTMENT OF TRANSPORTATION

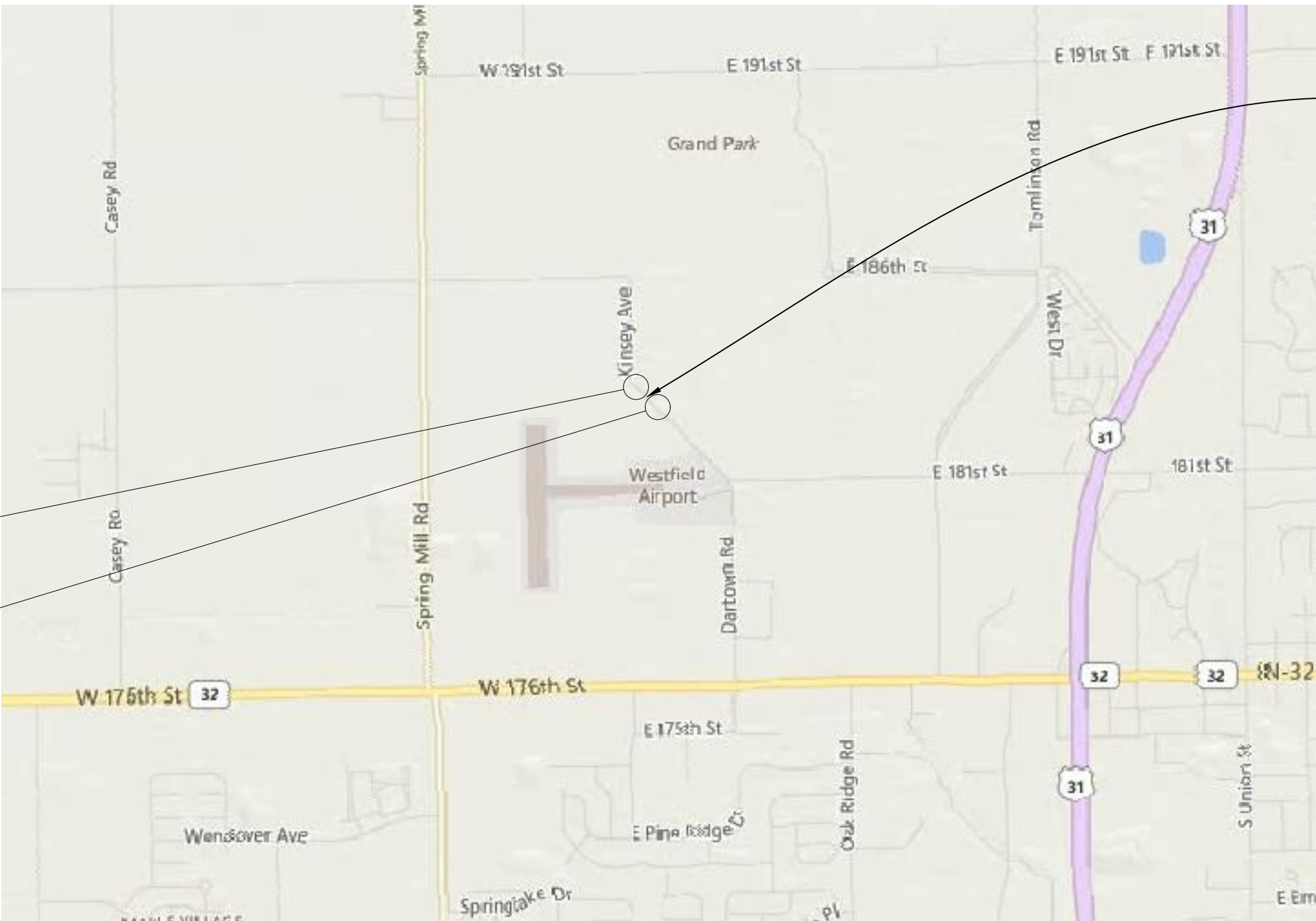


## ROAD PLANS

ROUTE: KINSEY AVE.

PROJECT NO. 1600640 CONST.

SMALL STRUCTURE REPLACEMENT ON KINSEY AVE OVER GRASSY BRANCH  
(ANNA KENDALL REG. DRAIN), BETWEEN 181ST STREET & 186TH STREET,  
IN SECTION 35, T 19 N, R 3 E, WASHINGTON TOWNSHIP, CITY OF WESTFIELD,  
HAMILTON COUNTY, INDIANA.

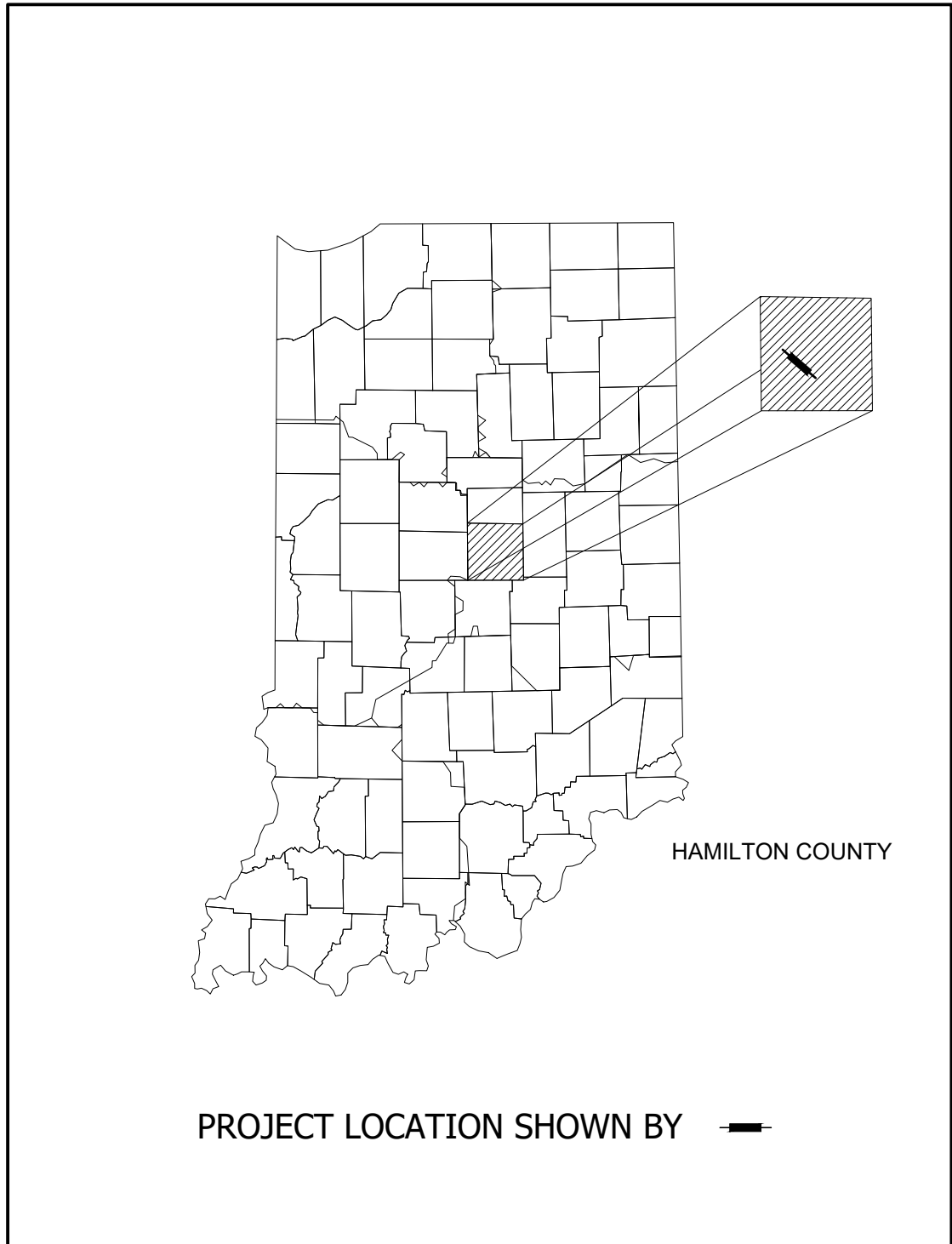


Small Structure Replacement  
Sta. 13+03 Line "KINSEY"  
Precast Reinforced Concrete Box  
11' Span X 6' Rise, 20° Skew Lt.  
on Kinsey Ave. Over Grassy Branch  
(Anna Kendall Reg. Drain)



SCALE: 1" = 1,925'

| TRAFFIC DATA              |        |                        |        |
|---------------------------|--------|------------------------|--------|
| A.A.D.T.                  | (2019) | 642                    | V.P.D. |
| A.A.D.T.                  | (2039) | 912                    | V.P.D. |
| D.H.V.                    | (2039) | 143                    | V.P.H. |
| DIRECTIONAL DISTRIBUTION  |        | 55% (NB) / 45% (SB)    |        |
| TRUCKS                    |        | 2.3 % A.A.D.T.         |        |
|                           |        | 2.2 %D.H.V.            |        |
| DESIGN DATA               |        |                        |        |
| DESIGN SPEED              |        | 35 MPH                 |        |
| PROJECT DESIGN CRITERIA   |        | 3R (NON - FREEWAY)     |        |
| FUNCTIONAL CLASSIFICATION |        | INTERMEDIATE COLLECTOR |        |
| RURAL/URBAN               |        | URBAN                  |        |
| TERRAIN                   |        | LEVEL                  |        |
| ACCESS CONTROL            |        | NONE                   |        |



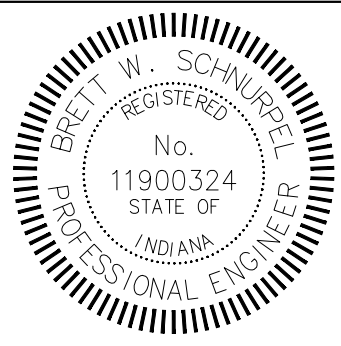
LATITUDE: 40° 03' 00" N LONGITUDE: 86° 09' 00" W

GROSS LENGTH: 0.03 MI.  
NET LENGTH: 0.03 MI.  
MAX. GRADE: 0.91 %

INDIANA DEPARTMENT OF TRANSPORTATION  
STANDARD SPECIFICATIONS DATED 2018  
TO BE USED WITH THESE PLANS



|                          |                                      |                              |
|--------------------------|--------------------------------------|------------------------------|
| PLANS<br>PREPARED BY:    | SHREWSBERRY & ASSOCIATES, LLC        | 317-847-2499<br>PHONE NUMBER |
| CERTIFIED BY:            |                                      | 08/29/19<br>DATE             |
| APPROVED<br>FOR LETTING: | INDIANA DEPARTMENT OF TRANSPORTATION | DATE                         |



|                     |             |         |
|---------------------|-------------|---------|
| SURVEY BOOK         | BRIDGE FILE |         |
|                     | -           |         |
|                     | DESIGNATION |         |
| CONTRACT<br>R-39680 | 1600640     |         |
|                     | SHEETS      |         |
|                     | 1 of 18     |         |
| PROJECT             |             | 1600640 |



August 28, 2019

## Consent Agenda Item:

### Performance Bond Acceptance

The Westfield Public Works Department is recommending that the Board of Public Works and Safety accept the following Performance Bonds for the requested developments:

- Platinum Properties Management Company, Emory Trace, Section 1, Bond #3085852, \$62,114.80, Erosion Control
- William Tres Development, Gristmill Crossing, Commercial Mass Grading, Bond #41387969, \$190,435.30, Erosion Control
- Platinum Properties Management Company, Bordeaux Walk, Section 1, Bond #3018583, \$61,029.00, Erosion Control
- Platinum Properties Management Company, Bordeaux Walk, Section 1, Bond #3085865, \$168,155.00, ROW Improvements
- Chatham Hills, LLP, Chatham Common West Infrastructure, Bond #3018596, \$22,000.00, Erosion Control
- Chatham Hills, LLP, Chatham Common West Infrastructure, Bond #3018594, \$208,509.40, Streets & Curbs
- Chatham Hills, LLP, Chatham Common West Infrastructure, Bond #3018595, \$66,000.00, Storm Sewer
- Lindley Run Development, Lindley Run, Section 1, Bond #LICX1184159, \$138,004.79, Erosion Control
- Lindley Run Development, Lindley Run, Section 1, Bond #LICX1184160, \$86,173.34, ROW Improvements on 191<sup>st</sup> Street

### Performance Bond Release

The Westfield Public Works Department is recommending that the Board of Public Works and Safety consider the following Performance Bonds for release by the requested developer:

- Grand Communities, Villages of Oak Manor, Section 4B, Bond #CMS0328937, \$7,500.00, Asphalt Path

- CCD Harmony, Harmony, Section 5A, Bond #1151406, \$436,632.55, Streets & Curbs
- CCD Harmony, Harmony, Section 5A, Bond #1151407, \$612,624.10, Storm
- CCD Harmony, Harmony, Section 5A, Bond #1151408, \$61,763.96 Sidewalks
- CCD Harmony, Harmony, Section 5A, Bond #1151409, \$44,127.60, Trail
- CCD Harmony, Harmony, Section 5A, Bond #1151410, \$115,777.49, Erosion Control
- CCD Harmony, Harmony, Section 5A, Bond #1151411, \$44,557.32, ROW Improvements
- JKEs, Inc. d/b/a Smith Projects, Community First Bank of Indiana, Bond #INC60893 & Rider, \$256,108.60, Storm Sewer, Trail & Erosion Control
- JKEs, Inc. d/b/a Smith Projects, Oak Ridge Shoppes, Bond #INC60892 & Rider, \$202,473.70, Storm Sewer, Trail & Erosion Control
- JKEs, Inc. d/b/a Smith Projects, 175<sup>th</sup> Street, Phase 1, Bond #INC60894 & Rider, \$351,639.20, Streets & Curbs, Storm Sewer, Sidewalk, Trail & Erosion Control

## **Maintenance Bond Acceptance**

The Westfield Public Works Department is recommending that the Board of Public Works and Safety accept the following Maintenance Bonds for the requested developments:

- Grand Communities, Villages of Oak Manor, Section 4B, Bond #0226182, \$750.00, Completion of the Path w/Concrete Apron & Slot Drain
- CCD Harmony, Harmony, Section 5A, Bond #LICX1177669, \$39,693.87, Streets & Curbs
- CCD Harmony, Harmony, Section 5A, Bond #LICX1177670, \$55,693.10, Storm
- CCD Harmony, Harmony, Section 5A, Bond #LICX1177671, \$5,614.91, Sidewalks
- CCD Harmony, Harmony, Section 5A, Bond #LICX1177672, \$4,011.60, Trail
- CCD Harmony, Harmony, Section 5A, Bond #LICX1177673, \$10,525.23, Erosion Control
- CCD Harmony, Harmony, Section 5A, Bond #LICX1177674, \$4,050.67, ROW Improvements
- JKEs, Inc. d/b/a Smith Projects, Community First Bank of Indiana, Bond #INC60893 & Endorsement, \$23,582.00, Storm Sewer, Trail & Erosion Control
- JKEs, Inc. d/b/a Smith Projects, Oak Ridge Shoppes, Bond #INC60892, \$18,406.70, Storm Sewer, Trail & Erosion Control
- JKEs, Inc. d/b/a Smith Projects, 175<sup>th</sup> Street, Phase 1, Bond #INC60894, \$31,967.20, Streets & Curbs, Storm Sewer, Sidewalk, Trail & Erosion Control

## **Maintenance Bond Release**

The Westfield Public Works Department is recommending that the Board of Public Works and Safety consider the following Maintenance Bonds for release by the requested developer:

- E&B Paving, Derby Ridge, Section 1, Bond #929627689, \$14,362.80, Stone Base, Asphalt Binder & Surface, Asphalt Path
- Grand Communities, Derby Ridge, Section 1, Bond #CMS0289738, \$23,350.00, Storm Sewer
- Grand Communities, Derby Ridge, Section 1, Bond #CMS0289733, \$3,884.26, Erosion Control
- Karns, Inc., Derby Ridge, Section 1, Bond #Q94-6670219, \$475.00, Sidewalk
- Karns, Inc., Derby Ridge, Section 1, Bond #Q94-6670220, \$1,885.00, Curbs
- Karns, Inc., Derby Ridge, Section 1, Bond #Q87-7370277, \$1,888.50, Concrete Curbs
- Karns, Inc., Derby Ridge, Section 1, Bond #Q87-7370278, \$475.03, Sidewalks

### **Letter of Credit**

The Westfield Public Works Department is recommending that the Board of Public Works and Safety accept the following Letter of Credit for the requested developments:

- Pryam, LLC, Hittle at 31, Letter of Credit #300505815, \$747,812.00, Erosion Control and Storm Sewer Infrastructure