



CITY OF WESTFIELD, IN
Board of Public Works Meeting Agenda_07_24_2019

Wednesday, July 24, 2019 at 01:00 PM

BOARD OR COMMISSION: Board of Public Works and Safety

MEETING DATE: Wednesday, July 24, 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:

Minutes - June 26, 2019

Documents: [June 26, 2019 Meeting Minutes](#)

Bid Approval

NONE

Construction Standards & Specifications Changes

NONE

Change Orders

NONE

Contracts/Agreements

Action Item #2:

ATC Group Services & City of Westfield - On-Call Contract, Supplemental #1

Documents: [ATC Group Services Contract - Supplemental #1](#)

Action Item #3:

East Street Extension Contract Amendment

Documents: [Contract Amendment](#)

Action Item #4:

Midland Trail/Utility Easement - Bruns

Documents: [Easement Agreement](#)

Action Item #5:

Termination Agreement - City of Westfield & GS Sports Ventures, LLC

Documents: [Termination Agreement](#)

Action Item #6:

2019 Pavement Striping Project - Signing Authority

Documents: [Signing Authority](#)

Memorandum of Understanding (MOU)

NONE

Consent Agenda

July Bond Information

Documents: [July Bond Information](#)

Department Reports

Fire

Documents: [WFD June Report](#)

Police

Documents: [WPD June Report](#)

Public Works

THE WESTFIELD BOARD OF PUBLIC WORKS AND SAFETY June 26, 2019

The Westfield Board of Public Works and Safety met on June 26, 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 1:01 PM

AGENDA ITEMS:

Action Item #1: Meeting Minutes Consideration for Approval:

Kate Snedeker made the motion to approve the May 22, 2019 meeting minutes as presented. Randy Graham seconded. Vote: Yes-2; No-0. Motion carried.

CONTRACTS/AGREEMENTS

Action Item #2: INDOT-LPA Project Coordination Contract for East Street North Extension

Johnathon Nail presented stating this is a required step in order to receive monies from INDOT for the project to connect East St from 196th St to State Rd 38 at Anthony Rd.

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

Action Item #3: Monon Crossing Road Impact Fee Credit Agreement

Johnathon Nail presented stating the developer wishes to construct (at no cost to the City) a multi-use trail along SR 32 frontage, within the dedicated 30' green way corridor and construct a concrete sidewalk and pocket park along the east side of the property. The developer shall receive RIF credit in the amount of \$47,497.00 (equal to costs and expenses for the infrastructure construction).

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

Action Item #4: Development Agreement-City of Westfield & DLM, LLC

Jeremy Lollar presented stating the city wishes to construct an extension of Westfield Boulevard from Park St to David Brown Dr (Road Project) and an extension on the Midland Trace Trail from Mill St to Westfield Boulevard (Trail Project). The developer and the city have reached an agreement in which developer will execute a Right of Entry and eventually a Quit Claim deed for the road extension property.

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

CONSENT AGENDA:

WFP: Approval to Hire Three Individuals for the Position of Patrol Officer:

Ethan Wygant

Robert Bonds

Kaeden Gebhart

Quitclaim Deed- WW Real Estate & City of Westfield

Quitclaim Deed-GPG Properties & City of Westfield

June 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- Chief Reed

Police- Chief Rush

Public Works- Jeremy Lollar

With no further business Randy Graham made the motion to adjourn Kate Snedeker seconded.

The meeting was adjourned at 1:38 PM

Deputy Clerk-Treasurer

Board of Public Works and Safety

July 11, 2019

Mr. Dustin Shoe
Senior Project Manager
City of Westfield
2706 East 171st Street
Westfield, Indiana 46074

ATC Group Services LLC

7988 Centerpoint Dr.
Suite 100
Indianapolis, IN 46256

Phone +1 317 849 4990
Fax +1 317 849 4278

www.atcgroupservices.com

Re: Construction Materials Observations and Testing Services
City of Westfield On-Call Services
Westfield, Indiana
ATC Proposal No. CMT-19-1167

Dear Mr. Shoe:

ATC Group Services LLC (ATC) is pleased to submit this proposal for providing on-call construction materials evaluations, observations, and testing services for projects located in Westfield, Indiana. ATC has been dedicated to providing superior construction materials testing services throughout the state of Indiana for over 61 years.

Construction Materials Testing Scope of Services

We understand that our scope of on-call services for upcoming/ongoing projects will include observations, evaluations and testing of the soils related components of the project (e.g., foundation inspections, compaction of backfill materials, slab subgrade preparation, parking lot construction observation, etc.), concrete observations and testing (e.g., field and laboratory testing of concrete, reinforcing steel placement observations, etc.), structural masonry inspection (reinforcing steel/mesh placement, grout and mortar compressive strength testing, etc.) and engineering consultation. The construction materials observations, evaluations, and testing will be performed in accordance with applicable project specification sections as well as applicable ASTM test methods and ACI requirements.

Fee Schedule

We propose to perform our services on a time and material basis for on-call services in accordance with the attached Fee Schedules, which expire at the end of 2020. We estimate a not-to-exceed budget for our on-call services at this time to be **\$10,000.00**.

We appreciate the opportunity to offer our services to you on upcoming projects and look forward to continue working with you. If you have any questions or need any further information, please feel free to contact me.

Sincerely,

ATC Group Services LLC



David McIlwaine, P.E.
Senior Project Engineer

Attachments



ENVIRONMENTAL • GEOTECHNICAL
BUILDING SCIENCES • MATERIALS TESTING

CONSTRUCTION MATERIALS TESTING AND EVALUATION
City of Westfield On-Call Services

PROFESSIONAL SERVICES	Unit Cost	Unit
Administrative	\$ 28.00	Hour
Senior Engineering Technician	\$ 40.00	Hour
Special Services Engineering Technician	\$ 55.00	Hour
NDT Technician / Certified Welding Inspector	\$ 85.00	Hour
Project Manager	\$ 90.00	Hour
Project Engineer/P.E.	\$ 105.00	Hour
LABORATORY EQUIPMENT & TESTING FEES	Unit Cost	Unit
Soils		
Nuclear Density Machine	\$ 75.00	Day
Standard Proctor (ASTM D-698)	\$ 140.00	Each
Modified Proctor (ASTM D-1557)	\$ 150.00	Each
Sieve Analysis (ASTM D-422)	\$ 85.00	Each
Atterberg Limits (ASTM D-4318)	\$ 65.00	Each
Topsoil Analysis	\$ 100.00	Each
Concrete		
Compression Test Cylinders	\$ 10.00	Each
FF/FL Testing*	\$ 650.00	Day
Asphalt		
Extraction/Gradation Test	\$ 95.00	Each
Coring Machine Rental	\$ 65.00	Daily
Generator Rental	\$ 65.00	Daily
Diamond Bit Wear	\$ 3.00	Inch
Asphalt Core Density	\$ 35.00	Each
Marshall Density	\$ 100.00	Each Pt.
Structural Steel		
UT, Mag Particle, or Dye Penetrant Equipment	\$ 75.00	Day
Masonry & Miscellaneous		
Block Compressive Strength	\$ 35.00	Each
Absorption & Moisture Content	\$ 25.00	Each
Unit Weight of Block	\$ 25.00	Each
Compressive Strength of Mortar/Grout	\$ 12.00	Each
Compressive Strength of Masonry Prism	\$ 115.00	Each
Fireproofing Density Test (ASTM E-605)	\$ 25.00	Each
TRAVEL FEES	Unit Cost	Unit
Mileage	\$ 0.65	Mile

- Prices are valid for twelve months from date of this document.

- Minimum technician charge of four (4) hours per day (excludes sample/cylinder pick up)

- Minimum of 24 hours notice is required for scheduling field services.

- Overtime rates of 1.5 times the regular rates apply for time over 8 hours per day, and all time on weekends and Holidays.

- Special services engineering technician includes, but not limited to, pavement coring operations, masonry inspection, post-tensioning inspection, etc.

* 20,000 sq.ft maximum floor area per unit cost, includes equipment, travel time, mileage, and report. Any standby time required and time to test area in excess of 20,000 sq.ft will be billed at Special Services Engineering Technician rate.



CLIENT SERVICES AGREEMENT

This AGREEMENT is made this 11th day of July, 2019, by and between City of Westfield its employees, officers, directors, subsidiaries, and agents (Client) at Westfield, Indiana and ATC GROUP SERVICES LLC, its employees, officers, directors, subsidiaries, and agents (ATC) at Indianapolis, Indiana.

The parties mutually agree as follows:

DESIGNATED REPRESENTATIVES Except as expressly specified otherwise in writing, the parties designate the following named individuals as their authorized representatives to provide approvals, directives, and permissions, including changes, and to receive notices or other communications under this agreement at the following addresses:

ATC: David McIlwaine

CLIENT: Dustin Shoe, City of Westfield

PROPOSAL NAME/NUMBER: CMT-19-1167

SERVICE ORDER NUMBER: _____

1. SERVICES TO BE PERFORMED ATC shall prepare a proposal and/or a service order for Client. The proposal and/or service order shall describe the work to be performed (Services), the location (Site), fees and/or rates to be charged, certain special conditions of performance including equipment, sampling protocols, and necessary reimbursable expenses. ATC will be authorized to proceed with the Services (Service Order), when Client indicates its acceptance by signing this Agreement. The proposal, Service Order, this Agreement and any attachments pertaining to thereto shall comprise the Contract Document.

2. ADDITIONAL SERVICES If any additional or different Services are required to complete an existing Service Order, these additional Services shall be set forth in a new Service Order satisfying all applicable and appropriate requirements including a separate schedule of fees and Services (Change Order).

3. COMPENSATION Client will pay ATC for Services and expenses in accordance with the Service Order. ATC will submit periodic invoices to Client together with reasonable supporting documentation requested by Client and a final bill upon completion of its services. Unless otherwise agreed in writing, there shall be no retainage. Payment is due within thirty (30) days regardless of whether Client has been reimbursed by any other party. ATC may suspend work, withhold reports and vacate the site if payment is not received. Client will indemnify ATC for all claims concerning the suspension of work for nonpayment regardless of whether the claims are made by the client, someone claiming through the client, or by a third party. Client agrees to pay ATC's attorney's fees, and all other costs incurred in collecting past due amounts. ATC may from time to time revise its fees and/or rates and advise client either by general notification, or by specific Service Order.

4. EXPENSES Unless otherwise stated in the Service Order, Client agrees to pay ATC for its reimbursable expenses, in addition to its fees. Reimbursable expenses are expenditures made by ATC in the interest of the contracted Services. Reimbursable expenses shall be billed, and paid, in accordance with the schedule included with the Service Order. ATC will submit a Change Order to Client detailing other reimbursable expenses not outlined in the Service Order, for written authorization prior to billing.

5. INSURANCE ATC agrees that it now carries, and will continue to carry during the performance of any Services under this Agreement, Workers' Compensation and Employer's Liability, Commercial General Liability (including Contractual Liability), Commercial Automobile Liability, Professional Liability and Contractor's Pollution Liability insurance coverage with limits at or above those described, as follows:

a. Workers' Compensation (statutory)

Employer's Liability

• Each accident	\$ 1,000,000
• Disease – Each Employee	\$ 1,000,000
• Disease – Policy Limit	\$ 1,000,000

b. Commercial General Liability

• Each Occurrence	\$1,000,000
• Personal and Advertising Injury	\$1,000,000
• General Aggregate	\$2,000,000
• Products and Completed Operations Aggregate	\$2,000,000

c. Commercial Automobile Liability

• Combined Single Limit	\$1,000,000
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d. Errors and Omissions / Professional Liability

• Each Claim	\$1,000,000
• Annual Aggregate	\$1,000,000

e. Contractor's Pollution Liability

• Each Claim	\$1,000,000
• Annual Aggregate	\$1,000,000

6. OBLIGATIONS OF CLIENT Client warrants that all information provided to ATC concerning the required Services is complete and accurate to the best of Client's knowledge. Client agrees to advise ATC prior to commencement of the Services, and during the work, of any hazardous conditions on or near the Site known to Client. Client understands that ATC is relying upon the completeness and accuracy of information supplied to it by Client and ATC will not independently verify such information unless otherwise provided in the Service Order. Client shall be solely responsible for and shall indemnify and hold harmless ATC for any costs, expenses or damages incurred by ATC due to Client's failure to follow applicable reporting and governmental requirements. Client will not hold ATC liable if ATC's recommendations are not followed and expressly waives any claim against ATC, and agrees to defend, indemnify and hold ATC harmless from any claim or liability for injury or loss that results from failure to properly implement ATC's recommendations.

7. STANDARD OF CARE ATC's Services as defined by the Service Order shall be performed in accordance with generally accepted industry principles and practices, consistent with a level of care and skill ordinarily practiced by the consulting profession currently providing similar services under similar circumstances at the time the Services were provided. Client agrees to give ATC written notice within one (1) year of any breach or

default under this section and to provide ATC a reasonable opportunity to cure such breach or default, without the payment of additional fees to ATC, as a condition precedent to any claim for damages.

8. LIMITATIONS OF METHOD RELIABILITY The Client recognizes and agrees that all testing and remediation methods have inherent reliability limitations; no method or number of sampling locations can guarantee that a condition will be discovered within the performance of a Service Order as authorized by the Client. The Client further acknowledges and agrees that reliability of testing or remediation methods varies according to the sampling frequency and other variables and that these factors, including cost, have been considered in the Client's selection of Services. ATC's observations only represent conditions observed at the time of the Site visit. ATC is not responsible for changes that may occur to the Site after ATC completes the Services.

9. INTERPRETATION OF DATA ATC shall not be responsible for the interpretation of ATC data by third parties, or the information developed by third parties from such data. Client recognizes that subsurface conditions may vary from those encountered at the locations where the borings, surveys, or explorations are made by ATC and that the data interpretations and recommendations of ATC's personnel are based solely on the information available to them.

10. THIRD PARTY INFORMATION ATC is dependent on information available from various governmental agencies and private database firms to aid in evaluating the history of the Site. ATC shall not be liable for any such agency's or database firm's failure to make relevant files or documents properly available, to properly index files, or otherwise to fail to maintain or produce accurate or complete records.

11. SITE ACCESS Client grants or shall obtain for ATC a right of entry to all parts of the Site necessary to complete the requested Services and unless otherwise specified in the Service Order, it represents that it has obtained the applicable permits and licenses for the proposed Services. If Client does not own the Site, Client represents that it has or will obtain prior to the commencement of the Services, the authority and permission of the owner and/or the occupant of the Site. Client acknowledges that due to the nature of some Services unavoidable damage may occur. Client waives its right of recovery for such unavoidable damage, and if Client is not the owner of the Site, Client agrees to indemnify and defend ATC against any claims by the owner and/or occupant for any such damage.

Unless otherwise specified in the Service Order, ATC is not liable for damages caused by exploratory demolition or investigation to identify, quantify, or evaluate building materials, systems, and/or components not readily accessible to ATC during ATC's performance of the Services. ATC is not responsible for unforeseen conditions that exist on the Site within building systems that prohibit or deter ATC from gaining access to building materials, systems, and/or components.

12. SITE CONTROL ATC's testing, observation, or inspection of the work of other parties on a project shall not relieve such parties of their responsibility to perform their work in accordance with applicable plans, specifications and safety requirements. Continuous monitoring by ATC's employees does not mean that ATC is observing or verifying all Site work or placement of all materials. Client agrees that ATC will only make on-Site observations appropriate to the Services provided by ATC and will not relieve others of their responsibilities to perform the work.

13. TEST AND SAMPLING LOCATIONS Unless otherwise specified in the Service Order, the accuracy of test or sampling locations and elevations will be commensurate only with pacing and approximate measurements or estimates. Client should retain the services of a professional surveyor if greater accuracy is required. Client will furnish a diagram indicating the accurate location of the Site. Sample locations may also be indicated on the diagram. ATC reserves the right to deviate a reasonable distance from the boring and sampling locations unless the Client specifically revokes this right in writing at the time the diagram is supplied.

14. SAMPLES AND EQUIPMENT Unless otherwise specified in the Service Order or required by law, ATC will not retain any samples obtained from the Site. At no time does ATC assume title to the samples; all samples shall remain the property of the Client.

All laboratory and field equipment contaminated during ATC's Services that cannot readily and adequately cleansed of its hazardous contaminants shall become the property and responsibility of Client. Client shall purchase all such equipment as an expense of the Services, and it shall be turned over to Client for proper disposal unless otherwise specified in the Service Order.

15. ENGINEERING AND CONSTRUCTION SERVICES If the Services requested only require geotechnical engineering, subsurface exploration, construction materials testing, and or engineering, ATC assumes that there are no hazardous substances or constituents in the soils or groundwater underlying the Site. ATC's duties and responsibilities are limited to performing tests and monitoring of specific construction activities as outlined in the Service Order. Unless otherwise specified in the Service Order, any consulting, testing or monitoring related to environmental conditions, including, but not limited to hazardous waste, soil or groundwater contamination, or air pollutants are not part of ATC's engineering and construction Services. If it becomes apparent during the field exploration that hazardous substances or constituents may be present, field operations will be terminated without liability.

16. OPINIONS OF COSTS ATC may provide estimates of costs for remediation or construction as appropriate based on available data, designs, or recommendations. However, these opinions are intended to provide information on the range of costs and are not intended for use in firm budgeting or negotiation unless specifically agreed to in writing by ATC.

17. SAFETY ATC shall not, unless otherwise specified in the Service Order, be responsible for health and safety procedures, construction means, methods, techniques, sequences, or procedures, nor be responsible for the acts or omissions of contractors or other parties on the Site.

18. UTILITIES Unless otherwise specified in the Service Order, it is Client's responsibility to mark or furnish the locations of all underground man-made obstructions at all Sites that the Client owns and/or operates. Client shall indemnify, defend and hold harmless ATC from and against any claims, losses or damages incurred or asserted against ATC related to Client's failure to mark, protect or advise ATC of underground structures or utilities.

19. ROOF CUTS Unless otherwise specified in the Service Order, if roof cuts/samples are required by the Services, it is the Client's responsibility to make appropriate repairs. If a roofing contractor or maintenance personnel selected by Client is not on the roof to make repairs at the time samples are obtained, ATC may make temporary repairs, which may result in additional charges. ATC personnel are not certified in roofing repair, therefore under no circumstances, shall ATC be responsible for any water damage to the roofing system, building, or its contents resulting from ATC's temporary repairs.

20. HAZARDOUS CONDITIONS OR SUBSTANCES The Client acknowledges that ATC has neither created nor contributed to the creation or existence of any hazardous, radioactive, toxic, irritant, pollutant, substance or constituent at the Site. All Site generated hazardous and non-hazardous waste, including used disposable protective gear and equipment, are the property of the Client.

Client agrees to indemnify and hold harmless ATC against all claims for injury or loss sustained by any party, including the United States, from exposure, release, or the presence of any such hazardous, radioactive, toxic, irritant, pollutant, substance or constituent at the Site. This indemnity includes but is not limited to, ATC acting as Client's agent to sign waste manifests, allegations that ATC is a handler, generator, operator, treater or storer, transporter or disposer under any federal, state or local, law, regulation or ordinance, and Client's or third party's violation of federal, state or local, law, regulation or ordinance, related to the handling, storage, or disposal of hazardous substances or constituents at/or introduced to the Site, before or after the completion of the Services.

21. RIGHT TO STOP WORK If, during the performance of a Service Order, any unforeseen hazardous substance, material, element, constituent, condition, or occurrence is encountered which, in ATC's reasonable judgment significantly affects or may affect the Services provided, the risk involved in providing the Services, or the recommended scope of Services, ATC may immediately suspend work.

22. ATC AND CLIENT INDEMNIFICATION ATC shall indemnify and hold harmless Client against claims, demands, and lawsuits to the extent arising out of or caused by the negligence or willful misconduct of ATC in connection with activities conducted in the performance of the Services.

The Client shall indemnify and hold harmless ATC from and against claims, demands, and lawsuits, to the extent arising out of or caused by Client's breach of this Agreement or the negligence or willful misconduct of the Client or other contractors retained by Client in connection with activities conducted in the performance of the Services.

If a dispute arises between the parties resulting in litigation, the prevailing party shall be entitled to recover all reasonable costs incurred. Client agrees that all indemnifications granted to ATC shall also be granted to those subcontractors retained by ATC for the performance of the Services.

23. LIMIT OF LIABILITY ATC's total liability for all claims or causes of action of any kind, including but not limited to negligence, bodily injury or property damage, breach of contract or warranty, shall not exceed the amounts recoverable from the insurance limits set forth in this Agreement.

24. CONSEQUENTIAL DAMAGES In no event shall either party be liable to the other party for any consequential, incidental, punitive, liquidated or indirect damages, including but not limited to loss of income, loss of profits, loss or restriction of use of property, or any other business losses, regardless if such damages are caused by breach of contract, negligent act or omission, other wrongful act, or whether ATC shall be advised, shall have other reason to know, or in fact shall know of the possibility of such damages.

25. WARRANTY ATC is not a manufacturer. If any equipment is used or purchased by ATC for a Service Order the manufacturer's warranties if any on the equipment are solely those of the manufacturer. ATC makes no other representation, guarantee, or warranty, expressed or implied, in fact or by law, whether of merchantability, fitness for any particular purpose or otherwise, concerning any of the goods or Services which may be furnished by ATC to Client.

26. DOCUMENTS Project-specific documents and data produced by ATC under this Agreement shall become the property of Client upon completion of the Service Order and payment of amounts owed ATC. ATC shall have the right, but not the obligation, to retain copies of all such materials.

27. RELIANCE Documents and data produced by ATC are not intended or represented by ATC to be suitable for use or reliance beyond the scope or purpose for which they were originally prepared, or for anyone except the Client. Any such unauthorized use will be at the Client's or third party's sole risk.

28. THIRD-PARTY CLAIMS Client agrees to pay ATC's costs (including reasonable attorney's fees) for defending ATC against any claims that a third party or a regulatory agency asserts against ATC related to the Services that were provided to Client. Claims include legal actions by a third party or regulatory agency that are based upon the discoveries, findings or conclusions disclosed in documents or reports supplied to Client by ATC.

29. SUBPOENAS The Client is responsible for payment of ATC's time and expenses resulting from ATC's response to subpoenas issued by any party, involving any legal or administrative proceeding in which ATC is not named as a party, in connection with any Services performed under this Agreement. Charges are based on fee schedules in effect at the time the subpoena is served. ATC shall not object on Client's behalf to any subpoena, but will make reasonable efforts to cooperate with Client if Client chooses to object.

30. TERMINATION OF CONTRACT This Agreement may be terminated by either party upon seven (7) days written notice provided that any incomplete or unfinished Service Order will remain in effect until completed, unless otherwise agreed to in writing. In the event of termination or suspension, by the Client, ATC shall be paid for Services performed prior to the termination date plus reasonable termination and suspension expenses.

31. ASSIGNMENT Neither the Client nor ATC may assign, or transfer its benefits, rights, duties, or interest in this Agreement without the written consent of the other party. This Agreement shall be binding on and inure to the benefit of the successors and assigns of the parties.

32. FORCE MAJEURE Neither Client nor ATC shall hold the other responsible for damages or delays in performance caused by uncontrollable events, which could not reasonably have been anticipated or prevented, including but not limited to, acts of God, the public enemy, acts of the Government of the United States or of the several states, or any foreign country, or any of them acting in their sovereign capacity, materially different Site conditions, wars, riots, terrorism, rebellions, sabotage, fires, explosions, accidents, floods, strikes, or other conceded acts of workers, lockouts, or changes in laws, regulations, or ordinances.

33. GENERAL PROVISIONS The captions and headings throughout this Agreement are for convenience only and do not define, limit, modify, or add to the meaning of any provision of this Agreement. If any provision of this Agreement is in conflict with any provision of the Service Order, the terms and conditions of this Agreement shall prevail unless the conflict concerns the scope of Services to be provided. If any provision shall to any extent be deemed invalid, it shall be modified if possible to fulfill the intent of the parties as reflected in the original provision and the remainder of this Agreement shall not be affected.

This Contract Document represents the entire understanding between the parties and supersedes any and all prior contracts whether written or oral. Nothing contained in this Contract Document shall be construed to be for the benefit of any persons not a party to this Agreement. No third party beneficiary rights are created.

The validity, interpretation, and performance of this Agreement shall be governed by and construed in accordance with the laws of the state in which the Site is located. Any legal action arising out of this Agreement shall be venue in a court of competent jurisdiction within the state and county of the Site.

No waiver by either party of any default by the other party in the performance of any provision of this Agreement shall operate as or be construed as a waiver of any future default, whether like or different in character.

ATC is solely responsible for the performance of this Agreement, and no parent, subsidiary or affiliated company, or any of its directors, officers, employees, or agents shall have any legal responsibility whether in contract or tort, including negligence.

ATC GROUP SERVICES LLC

BY: _____

PRINTED NAME: David McIlwaine, P.E.

TITLE: Senior Project Engineer

DATE: _____

CLIENT:
(Person authorized to execute contracts)

BY: _____

PRINTED NAME: _____

TITLE: _____

DATE: _____

AMENDMENT TO OWNER-ENGINEER AGREEMENT

1. Background Data:

- a. Effective Date of Owner-Engineer Agreement: February 28, 2018
- b. Owner: City of Westfield
- c. Engineer: American Structurepoint, Inc.
- d. Project: East Street Extension from 196th Street to SR 38

2. Nature of Amendment

☒ Modifications to Services of Engineer

☒ Modifications to Payment to Engineer

3. Description of Modifications

Attachment 1, "Modifications"

Owner and Engineer hereby agree to modify the above-referenced Agreement as set forth in this Amendment. All provisions of the Agreement not modified by this or previous Amendments remain in effect. The Effective Date of this Amendment is July 17, 2019.

OWNER:

City of Westfield, Indiana

By: _____

Title: _____

By: _____

Title: _____

By: _____

Title: _____

Date Signed: _____

ENGINEER:

American Structurepoint, Inc.

By: Carl E. Campbell

Title: Executive Vice President

Date Signed: 07-17-19

Modifications

1. The Scope of Services currently authorized to be performed by Engineer in accordance with the Agreement and previous amendments, if any, is modified as follows:

Appendix "D", Section A.3 will be revised to include a new Exhibit B, and to read as follows, with changes noted in bold:

The CONSULTANT shall be compensated for right-of-way engineering services based on the specific cost per unit multiplied by the actual units of work. Estimated unit costs are shown in Exhibit B, which is attached hereto and incorporated herein. The right-of-way engineering services unit costs shall be adjusted in accordance with INDOT's fee schedule once notice-to-proceed is given for right-of-way engineering services. The final amount will be adjusted according to the actual Subconsultant invoices; however, the final amount shall not exceed **\$61,245** unless and until a supplemental agreement is executed. **18** parcels are assumed.

Appendix "D" Section A.4 will be revised to include a new Exhibit B, and to read as follows, with changes noted in bold:

The CONSULTANT shall be compensated for right-of-way land acquisition services based on the specific cost per unit multiplied by the actual units of work. Estimated unit costs are shown in Exhibit B, which is attached hereto and incorporated herein. The right-of-way land acquisition services unit costs shall be adjusted in accordance with INDOT's fee schedule once notice-to-proceed is given for right-of-way land acquisition services. The final amount will be adjusted according to the actual Subconsultant invoices; however the final amount shall not exceed **\$127,900** unless and until a supplemental agreement is executed. **18** parcels are assumed.

2. For the Additional Services or the modifications to services set forth above, although the compensation totals for right-of-way engineering and right-of-way land acquisition services have changed, the overall total contract not-to-exceed amount of **\$634,845** remains unchanged.

East Street 196th Street to SR 38																	
FEE PROPOSAL, Dated: 7/16/2019																	
				R/W Engineering						R/W Services							
Parcel	Owner	Tax I.D.	Appraisal Report Type	Title Work Fee	Title Update Fee	Plats, Legals Fee	Staking Fee	APA Fee ²	Subtotal R/W Engineering	Appraisal Fee ²	Review Appraisal Fee ²	Buying Fee [includes title update fee]	Recording ¹	Relo	Management Fee	R/W Services Subtotal	Total Fees
	ACQUISITION PARCELS																
1	Ronald E Chance Lving Trust Et al.	29-06-30-000-006.000-014	VF	\$ 400.00	\$ 125.00	\$ 2,200.00	\$ 350.00	\$ 240.00	\$ 3,315.00	\$ 1,830.00	\$ 920.00	\$ 1,875.00	\$ 150.00		\$ 700.00	\$ 5,475.00	\$ 8,790.00
2	Pangeo USA Corporation	29-06-19-000-012.000-015 29-06-19-000-014.001-015	SF to WV	\$ 800.00	\$ 250.00	\$ 2,200.00	\$ 350.00	\$ 240.00	\$ 3,840.00	\$ 645.00	\$ 380.00	\$ 1,875.00	\$ 150.00		\$ 700.00	\$ 3,750.00	\$ 7,590.00
3	Pierce, Louann	29-06-19-000-010.001-014 29-06-19-000-010.201-014	SF	\$ 800.00	\$ 250.00	\$ 2,200.00	\$ 350.00	\$ 240.00	\$ 3,840.00	\$ 6,020.00	\$ 2,910.00	\$ 1,875.00	\$ 150.00	\$ 7,730.00	\$ 700.00	\$ 19,385.00	\$ 23,225.00
4	RCS Westfield LLC	29-06-19-000-014.000-015	SF to WV	\$ 400.00	\$ 125.00	\$ 2,200.00	\$ 350.00	\$ 240.00	\$ 3,315.00	\$ 645.00	\$ 380.00	\$ 1,875.00	\$ 150.00		\$ 700.00	\$ 3,750.00	\$ 7,065.00
5	Moore, Byron E & Elizabeth S	29-06-19-000-011.000-014	LF	\$ 400.00	\$ 125.00	\$ 2,200.00	\$ 350.00	\$ 240.00	\$ 3,315.00	\$ 4,300.00	\$ 2,050.00	\$ 1,875.00	\$ 150.00		\$ 700.00	\$ 9,075.00	\$ 12,390.00
6	Citizens Water of Westfield LLC	29-06-19-000-010.101-014	VF	\$ 400.00	\$ 125.00	\$ 2,200.00	\$ 350.00	\$ 240.00	\$ 3,315.00	\$ 1,830.00	\$ 920.00	\$ 1,875.00	\$ 150.00		\$ 700.00	\$ 5,475.00	\$ 8,790.00
10	Natalia Wilkins Living Trust	29-06-19-000-002.000-014	LF to WV	\$ 400.00	\$ 125.00	\$ 2,200.00	\$ 350.00	\$ 240.00	\$ 3,315.00	\$ 645.00	\$ 380.00	\$ 1,875.00	\$ 150.00		\$ 700.00	\$ 3,750.00	\$ 7,065.00
11	Stephenson, Jacinta Sue Et al.	29-06-19-000-002.001-014	SF to WV	\$ 400.00	\$ 125.00	\$ 2,200.00	\$ 350.00	\$ 240.00	\$ 3,315.00	\$ 645.00	\$ 380.00	\$ 1,875.00	\$ 150.00		\$ 700.00	\$ 3,750.00	\$ 7,065.00
12	Heitman, Keith	29-06-19-001-001.106-014	SF to VF	\$ 400.00	\$ 125.00	\$ 2,200.00	\$ 350.00	\$ 240.00	\$ 3,315.00	\$ 1,830.00	\$ 920.00	\$ 1,875.00	\$ 150.00		\$ 700.00	\$ 5,475.00	\$ 8,790.00
14	Bauer, Brian F & Jessie H	29-06-19-000-002.101-014	VF	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		\$ -	\$ -	\$ -
18	Aurora Investments LLC	29-06-19-000-004.000-015	SF	\$ 400.00	\$ 125.00	\$ 2,200.00	\$ 350.00	\$ 240.00	\$ 3,315.00	\$ 2,690.00	\$ 1,535.00	\$ 1,875.00	\$ 150.00		\$ 700.00	\$ 6,950.00	\$ 10,265.00
21	Redwine, K Dale & Elizabeth	29-06-19-001-002.002-014	VF	\$ 400.00	\$ 125.00	\$ 2,200.00	\$ 350.00	\$ 240.00	\$ 3,315.00	\$ 1,830.00	\$ 920.00	\$ 1,875.00	\$ 150.00		\$ 700.00	\$ 5,475.00	\$ 8,790.00
22	Huff, Kevin & Kylee	29-06-19-001-004.000-014	VF	\$ 400.00	\$ 125.00	\$ 2,200.00	\$ 350.00	\$ 240.00	\$ 3,315.00	\$ 1,830.00	\$ 920.00	\$ 1,875.00	\$ 150.00		\$ 700.00	\$ 5,475.00	\$ 8,790.00
24	Bryant Investments LLC	29-06-20-000-001.002-014	VF	\$ 400.00	\$ 125.00	\$ 2,200.00	\$ 350.00	\$ 240.00	\$ 3,315.00	\$ 1,830.00	\$ 920.00	\$ 1,875.00	\$ 150.00		\$ 700.00	\$ 5,475.00	\$ 8,790.00
25	Pike, Barry Wayne & Cathy K	29-06-18-000-012.000-014 29-06-19-000-003.000-014	LF to VF	\$ 800.00	\$ 250.00	\$ 2,200.00	\$ 350.00	\$ 240.00	\$ 3,840.00	\$ 1,830.00	\$ 920.00	\$ 1,875.00	\$ 150.00		\$ 700.00	\$ 5,475.00	\$ 9,315.00
26	Gudeman, Daniel M	29-06-18-000-013.006-014	LF	\$ 400.00	\$ 125.00	\$ 2,200.00	\$ 350.00	\$ 240.00	\$ 3,315.00	\$ 4,300.00	\$ 2,050.00	\$ 1,875.00	\$ 150.00		\$ 700.00	\$ 9,075.00	\$ 12,390.00
27	Armstrong, Timothy J	29-06-18-000-011.000-014	LF	\$ 400.00	\$ 125.00	\$ 2,200.00	\$ 350.00	\$ 240.00	\$ 3,315.00	\$ 4,300.00	\$ 2,050.00	\$ 1,875.00	\$ 150.00		\$ 700.00	\$ 9,075.00	\$ 12,390.00
28	Craft Masters Construction LLC	29-06-18-000-014.001-015	LF to VF	\$ 400.00	\$ 125.00	\$ 2,200.00	\$ 350.00	\$ 240.00	\$ 3,315.00	\$ 1,830.00	\$ 920.00	\$ 1,875.00	\$ 150.00		\$ 700.00	\$ 5,475.00	\$ 8,790.00
29	Hohne, Charles E & Gloria June	29-06-18-000-015.000-014	LF	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		\$ -	\$ -	\$ -
30	Amazon Westfield LLC	29-06-20-000-001.002-015	TBD	\$ 400.00	\$ 125.00	\$ 2,200.00	\$ 350.00	\$ 240.00	\$ 3,315.00	\$ 1,830.00	\$ 920.00	\$ 1,875.00	\$ 150.00		\$ 700.00	\$ 5,475.00	\$ 8,790.00
	DONATON PARCELS [All parcels to be platted.]																
7	Land Owners LLC	29-06-19-001-001.206-015 29-06-19-001-001.006-015	LF	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		\$ 700.00	\$ 700.00	\$ 700.00
8	Northpoint Owners LLC	29-06-19-002-002.000-015 29-06-19-002-004.000-015 29-06-19-002-003.000-015 29-06-19-002-008.000-015	SF	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		\$ -	\$ -	\$ -
9	Sumner, Thomas 1/2 int & Hilda B Sumner 1/2	29-06-19-002-005.000-015	SF	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		\$ 700.00	\$ 700.00	\$ 700.00
13	Wiehe, Richard E	29-06-19-001-001.115-015	LF	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		\$ 700.00	\$ 700.00	\$ 700.00
15	Gooding Investments LLC	29-06-19-000-004.001-015	VF	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		\$ -	\$ -	\$ -
16	Practical Property Group LLC	29-06-19-001-001.125-015	VF	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		\$ 700.00	\$ 700.00	\$ 700.00
17	CalAtlantic Homes of Indiana Inc	29-06-19-001-001.105-015	LF	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		\$ -	\$ -	\$ -
19	Bryant Investments LLC	29-06-19-000-004.202-015 29-06-20-000-001.102-014 29-06-19-000-004.302-015	VF	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		\$ 700.00	\$ 700.00	\$ 700.00
20	Amazon Westfield LLC	29-06-19-000-004.402-015	SF	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		\$ 700.00	\$ 700.00	\$ 700.00
23	Hahn, Frank	29-06-19-000-004.102-015	SF	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		\$ 700.00	\$ 700.00	\$ 700.00
	CONTINGENCY UNALLOCATED FEE:			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,830.00	\$ 920.00	\$ 1,875.00	\$ 150.00	\$ -	\$ 390.00	\$ 5,165.00	\$ 5,165.00
				\$ 8,400.00	\$ 2,625.00	\$ 39,600.00	\$ 6,300.00	\$ 4,320.00	\$ 61,245.00	\$ 42,490.00	\$ 21,315.00	\$ 35,625.00	\$ 2,850.00	\$ 7,730.00	\$ 17,890.00	\$ 127,900.00	\$ 189,145.00
	Original Contract Control:			\$ 7,200.00	\$ 2,250.00	\$ 30,800.00	\$ 4,900.00	\$ 3,440.00	\$ 48,590.00	\$ 49,535.00	\$ 23,790.00	\$ 26,240.00	\$ 2,100.00	23,450.00	15,440.00	\$ 140,555.00	\$ 189,145.00
	Zero Dollar Supplemental Control:			\$ 8,400.00	\$ 2,625.00	\$ 39,600.00	\$ 6,300.00	\$ 4,320.00	\$ 61,245.00	\$ 42,490.00	\$ 21,315.00	\$ 35,625.00	\$ 2,850.00	7,730.00	17,890.00	\$ 127,900.00	\$ 189,145.00

NOTE: ¹If LPA records necessary documents, the Recording fee will not be billed.

NOTE: ²If a parcel is donated/dedicated without appraisal, the APA, Appraisal and Review fees will not be billed.

TERMINATION, SETTLEMENT AND RELEASE AGREEMENT

This Termination, Settlement and Release Agreement ("Agreement"), is dated to be effective as of _____, 2019 ("Effective Date") is made between City of Westfield, Indiana, an Indiana municipal corporation ("COW") and GS Sports Ventures, LLC, an Indiana limited liability company ("GSSV"). For purposes of this Agreement, COW and GSSV are sometimes referred to hereinafter individually as a "Party" and together as the "Parties". Any terms not otherwise defined shall have the meaning set forth in the Contract (defined below).

RECITALS

WHEREAS, COW and GSSV entered into a Sponsorship Sales Agreement, dated December 18, 2016 ("Contract"), for sponsorship and sales consultation services to be provided to COW.

WHEREAS, the Parties now mutually desire to terminate their rights and obligations with respect to the Contract pursuant to the terms of this Agreement.

AGREEMENT

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein, and for the other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged by each Party, the Parties agree as follows:

1. Recitals Incorporated. The Recitals set forth herein above are true, are incorporated herein and made a part hereof.
2. Termination of Agreement. The Parties agree that the Contract is hereby terminated for convenience effective as of the Effective Date ("Termination").
3. Compensation. Following the Effective Date and the approval set forth in Section 9 below, COW agrees to pay GSSV ("Final Payments") for services rendered in the total amount of \$153,375 as follows:

8/1/19: **\$41,000**

9/1/19: **\$34,437.50**

10/1/19: **\$34,437.50**

3/1/20: **\$43,500**

Total due: **\$153,375**

4. Termination of Rights and Obligations. As of the Effective Date, neither Party shall have any further rights or obligations under or arising out of the Contract.
5. Release of Claims.
 - a. Release of Claims. COW and GSSV each release and forever discharge one another, and all their respective predecessors, successors, assigns, affiliated and related entities, officers, directors, members, employees, agents, partners and all persons acting by or through them or on their behalf or in concert with them, from any and all claims, demands, liens, agreements, contracts, covenants, actions, suits, causes of action, obligations, debts, expenses, attorney's fees and costs, damages, judgments, orders and liabilities of whatever kind or nature in law, equity or otherwise, whether now known or unknown, suspected or unsuspected, and whether or not concealed or hidden (collectively, "Claims"), that arise from or related to the Contract, except (i) as specifically set forth in Section 7 of this Agreement, (ii) any Claims arising from or related to a Party's breach of obligations set forth in this Agreement, or (iii) any Claims incurred by a Party in enforcing the terms for this Agreement. For clarification purposes only this release of claims shall not apply to obligations between the Parties under any other agreement entered into between the Parties, if any, prior to or existing as of the Effective Date.

COW and GSSV each acknowledge that after executing this Agreement, they may discover facts in addition to or different from those which they now know or believe to exist with respect to the Contract, as well as to all known or unknown actions, demands, injuries, damages, and/or rights that either party may have against the other that arise from or pertain to the Contract and which, if known or suspected at the time of executing this Agreement, may have materially affected their decision to enter into it. Nevertheless, COW and GSSV each waive any right, claim, or cause of action that might arise as a result of such different or additional facts related to the Contract.

6. No Admission of Liability. This Agreement and compliance with this Agreement shall not operate or be construed as admission of either Party of any liability, misconduct or wrongdoing whatsoever against the Party or any party released herein, and shall not be construed as an admission of a violation of the rights of any Party, or as a violation of any law, rule, regulation, or ordinance. Each Party expressly denies and wrongdoing or liability to the other Party. Each Party has freely entered into the Agreement, and neither Party has relied upon any statements, promise, or representation from other Party in entering into this Agreement.

7. Indemnity. Each Party shall indemnify, defend and hold harmless the other Party and its officers, directors, members, agents and employees from any Claims arising out of or related to any claims brought against a Party by any contractors or subcontractors of the other Party under the Contract or arising out of the negligent act or omission of the other Party..

8. Return of Confidential Information. GSSV and its contactors and its subcontractors shall return or destroy all Confidential Information.

9. Approval; Authority. This Agreement is subject to approval by the Board of Public Works and Safety of the City of Westfield. Each Person signing this Agreement on behalf of a Party represents and warrants that the execution and performance of this Agreement by such Party has been duly authorized by all necessary laws, resolutions, and limited liability company action, and this Agreement constitutes the valid, binding and enforceable obligations of such Party in accordance with its terms.

10. Attorney's Fees. Each Party shall bear its own attorney's fees, expenses and costs in the negotiation of this Agreement. Should any action be instituted to enforce any provision of this Agreement, the prevailing Party shall be entitled to recover its costs and reasonable attorney's fees.

11. Successors and Assigns. This Agreement, and in particular the mutual releases contained in Section 5 above, shall be binding on the successors and assigns of each Party and shall be effective as the Effective Date of this Agreement.

12. Entire Agreement. This Agreement contains the entire agreement and understanding between the Parties with respect to the Contract, and it supersedes and replaces all prior negotiations, proposed agreements and agreements related to the Contract, and may not be amended, modified or changes in any manner without the written consent of each Party hereto.

13. Prior Review of this Agreement. Each Party Acknowledges that this Agreement has been fully read, reviewed, and understood by each Party.

14. Choice of Law. This Agreement shall be construed in accordance with the laws of the State of Indiana without regard to its conflict of law provisions.

15. Venues and Jurisdiction. Any legal proceeding to enforce any provision of this Agreement or arising out of this Agreement must be brought against either Party in the Circuit or Superior Courts for Hamilton County, Indiana and each Party consents to the jurisdiction of such courts and waives any objection to the venue laid within.

16. Severability. If any provision of this Agreement is held to be invalid, void or unenforceable, the balance of the provisions will, nevertheless, remain in full force and effect and will in no way be affected, impaired, or invalidated.

17. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which, together, shall constitute one and the same original document.

18. General Interpretation. This Agreement shall be construed without regard to any presumption or rule requiring construction (i) against the Party causing all of any part of such instrument to be drafted, or (ii) in favor of the Party receiving a particular benefit under this Agreement.

19. Further Assurances. Each party agrees to execute any additional instruments and take any further actions, as may be reasonably necessary or convenient or as may be reasonably requested by the other Party in order to consummate and carry out this Agreement.

PLEASE READ THIS DOCUMENT CAREFULLY. THIS SETTLEMENT AGREEMENT INCLUDES A WAIVER AND RELEASE OF ALL KNOWN AND UNKNOWN CLAIMS.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the Effective Date.

CITY OF WESTFIELD, INDIANA
An Indiana municipal corporation

GS SPORTS VENTURES, LLC
An Indiana limited liability company

By: _____

By : Tom Schrepferman

Signature: _____

Signature: _____

Its: _____
(Title)

Its: _____
(Title)



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

Contact: Fire Chief

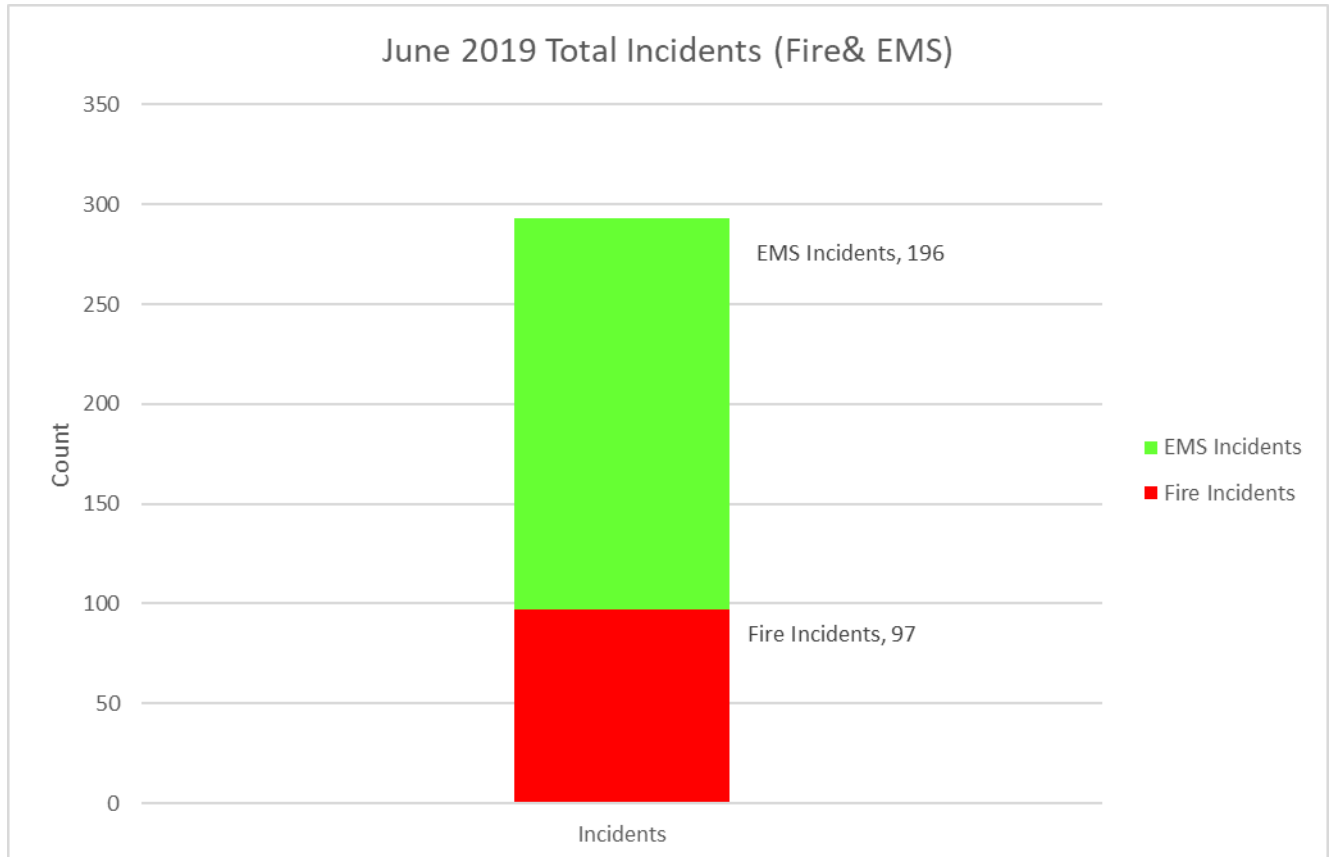
Marcus Reed

Or Nikki Hartman



Westfield Fire Department 2019 June Incident Statistics

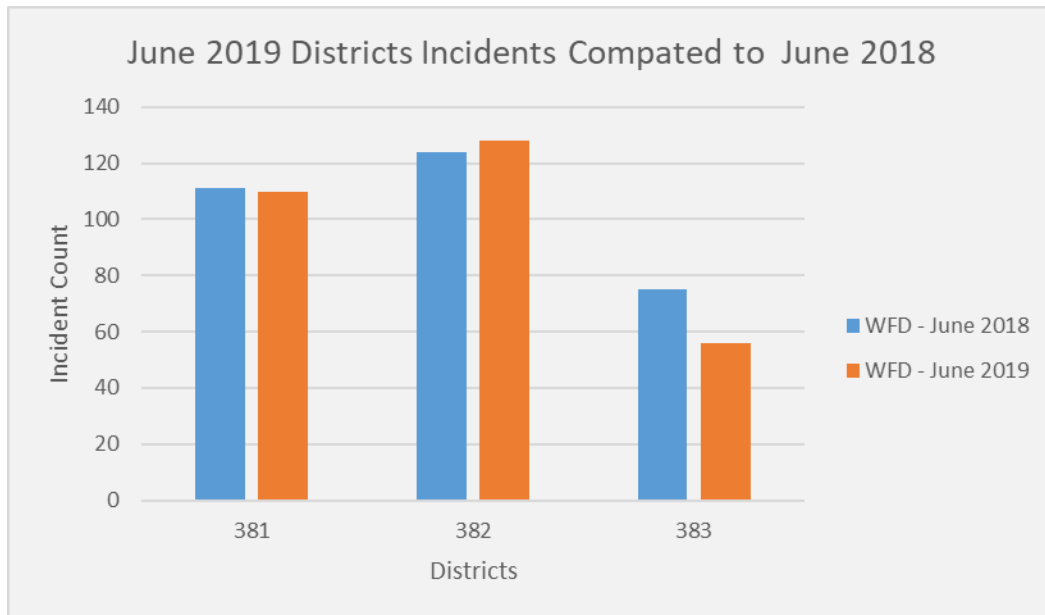
804-3304



Incident Type	Incident Count	% of total Incident
Fire Incidents	97	33%
EMS Incidents	196	67%
Total Incidents	293	



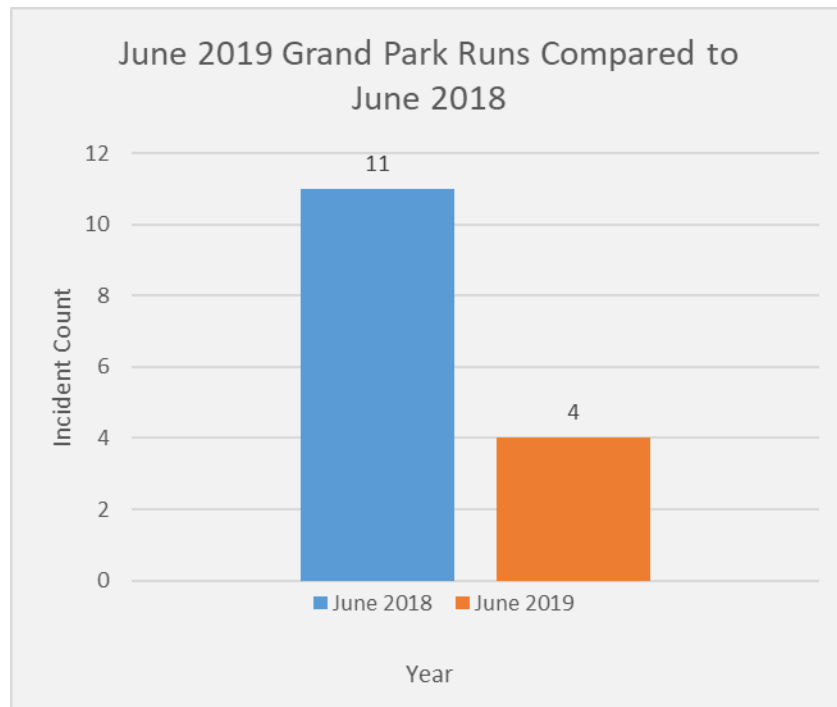
Westfield Fire Department 2019 June Incident Statistics



Districts	June 2018	June 2019	Increase/decreas	% increase/decre
381	111	128	17	15%
382	124	56	-68	-55%
383	75	0	-75	-100%



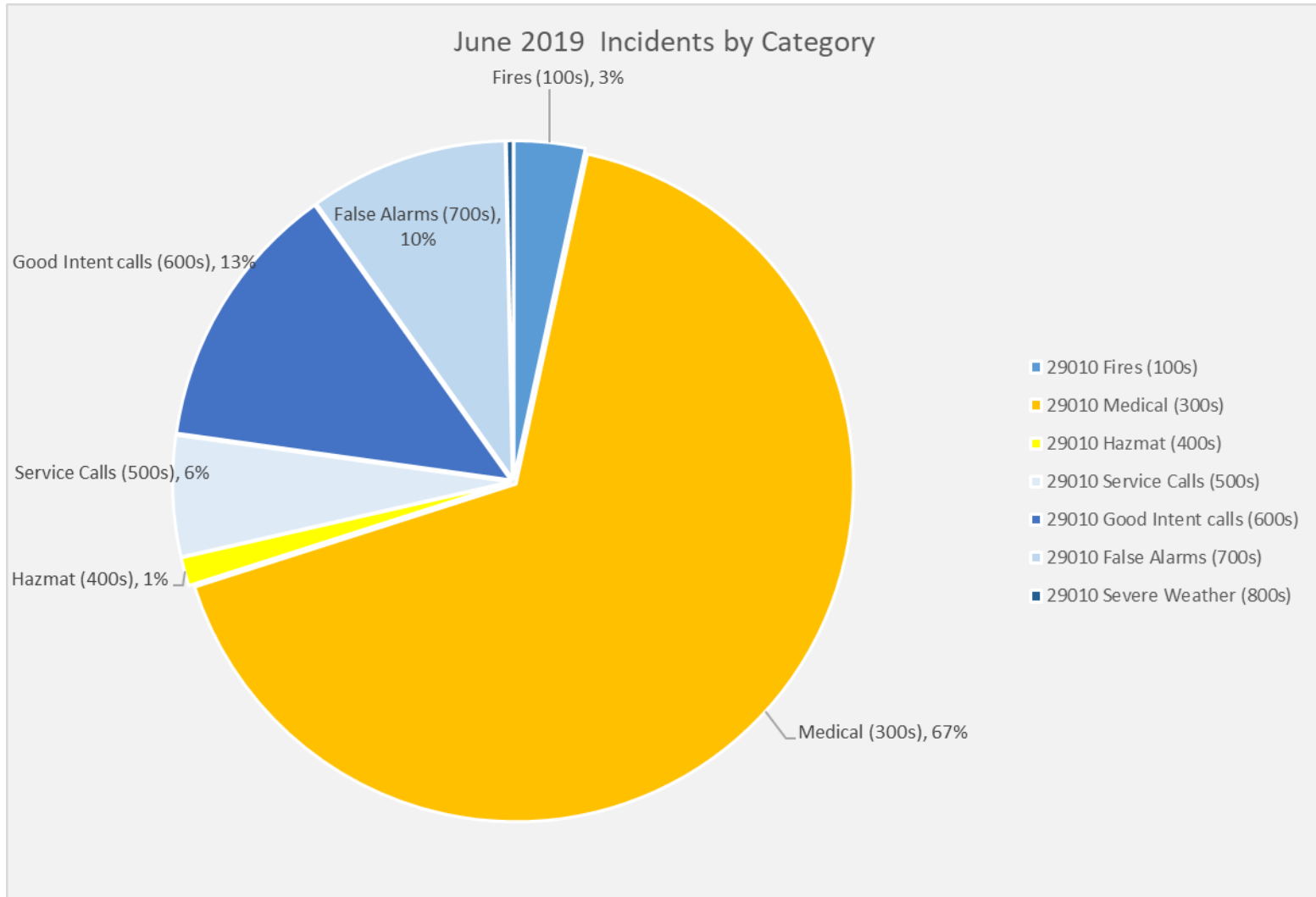
Westfield Fire Department 2019 June Incident Statistics



June 2018 Incident Calls	June 2019 Incident	Change	% Change
11	4	-7	-64%



Westfield Fire Department 2019 June Incident Statistics





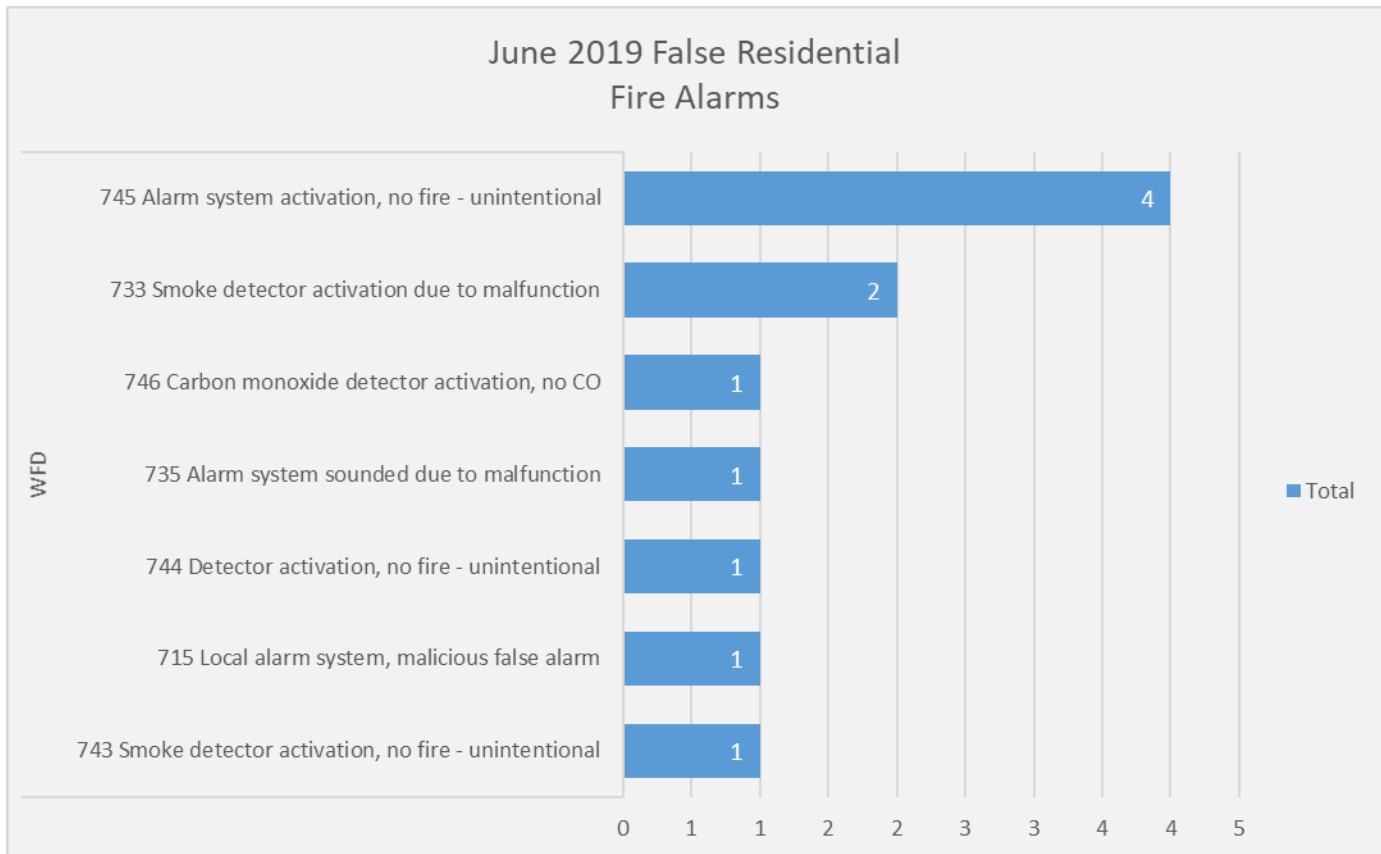
Westfield Fire Department 2019 June Incident Statistics

Call Type	Incident Count	% of total calls
Medical	196	66.89%
Good Intent	38	12.97%
Service Calls	17	5.80%
False Alarm	28	9.56%
Hazmat	4	1.37%
Fires	10	3.41%
Sever Weathers	0	0.00%
OverPressure	0	0.00%
Special Incident	0	0.00%
Total	293	



Westfield Fire Department 2019 June Incident Statistics

False Residential Fire Alarm Calls

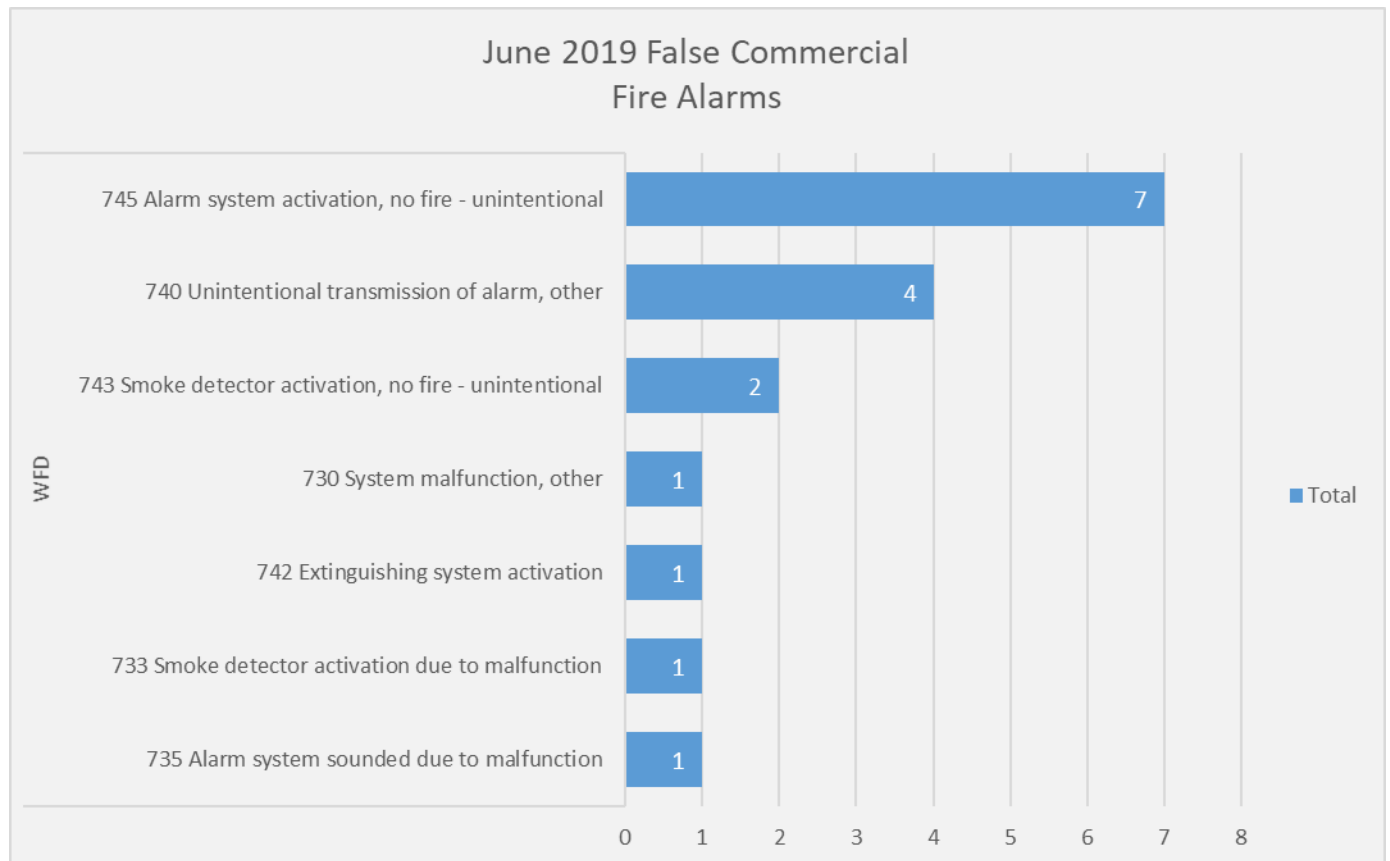


11 Residential Alarms



Westfield Fire Department 2019 June Incident Statistics

False Commercial Fire Alarm Calls

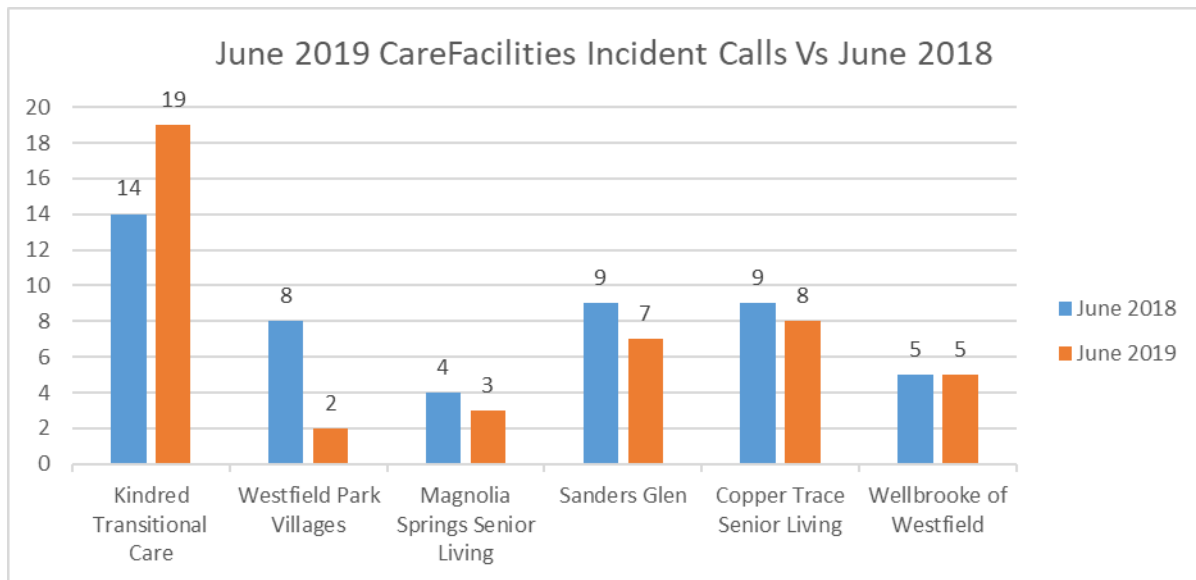


17 Commercial False Alarms



Westfield Fire Department 2019 June Incident Statistics

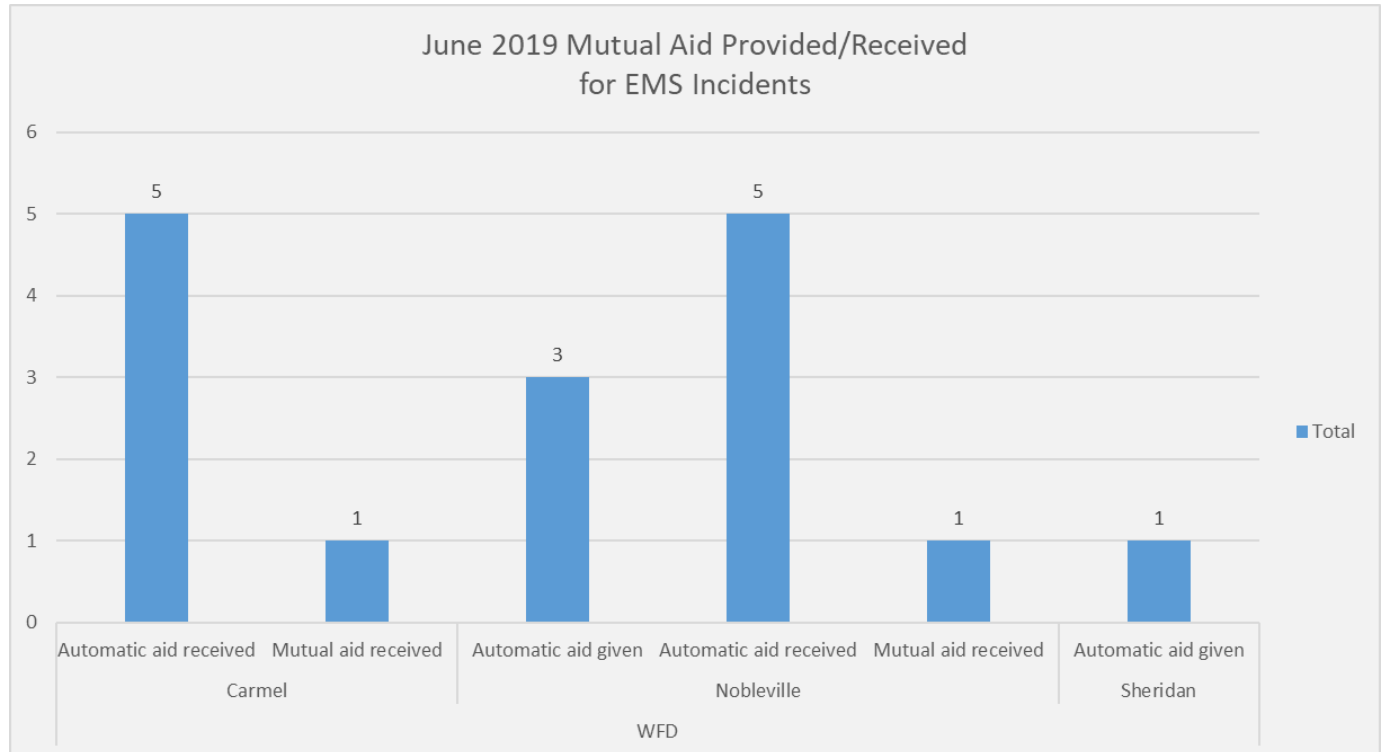
Care Facility





Westfield Fire Department 2019 June Incident Statistics

Mutual Aid data
EMS

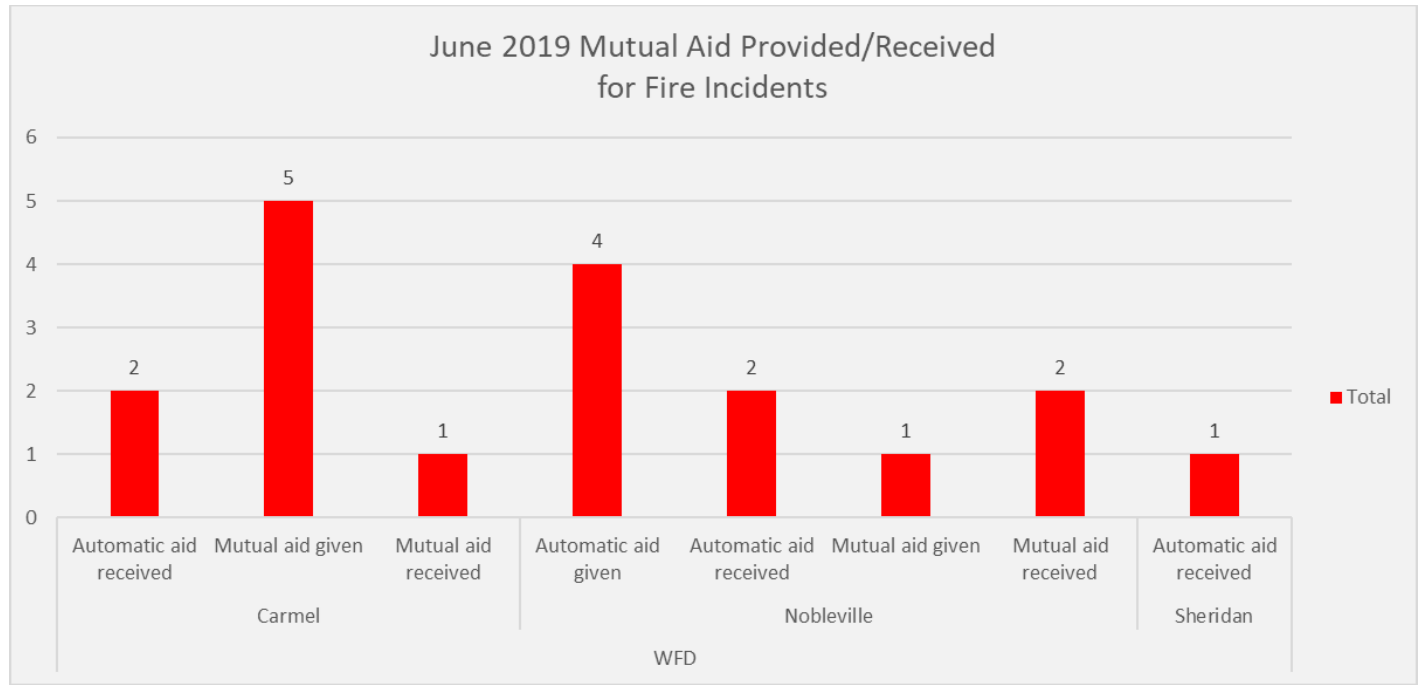


Total 16



Westfield Fire Department 2019 June Incident Statistics

Mutual Aid Data
Fire Incidents



Total 17

Westfield Police Department
Monthly Performance Measures Report



Board of Public Works & Safety

June 2019

Table of Contents

	Page
1. Field Activity Performance Measures	
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
2. Community Events	10
3. Training	11

Westfield Police Department

June 2019

Events by Nature

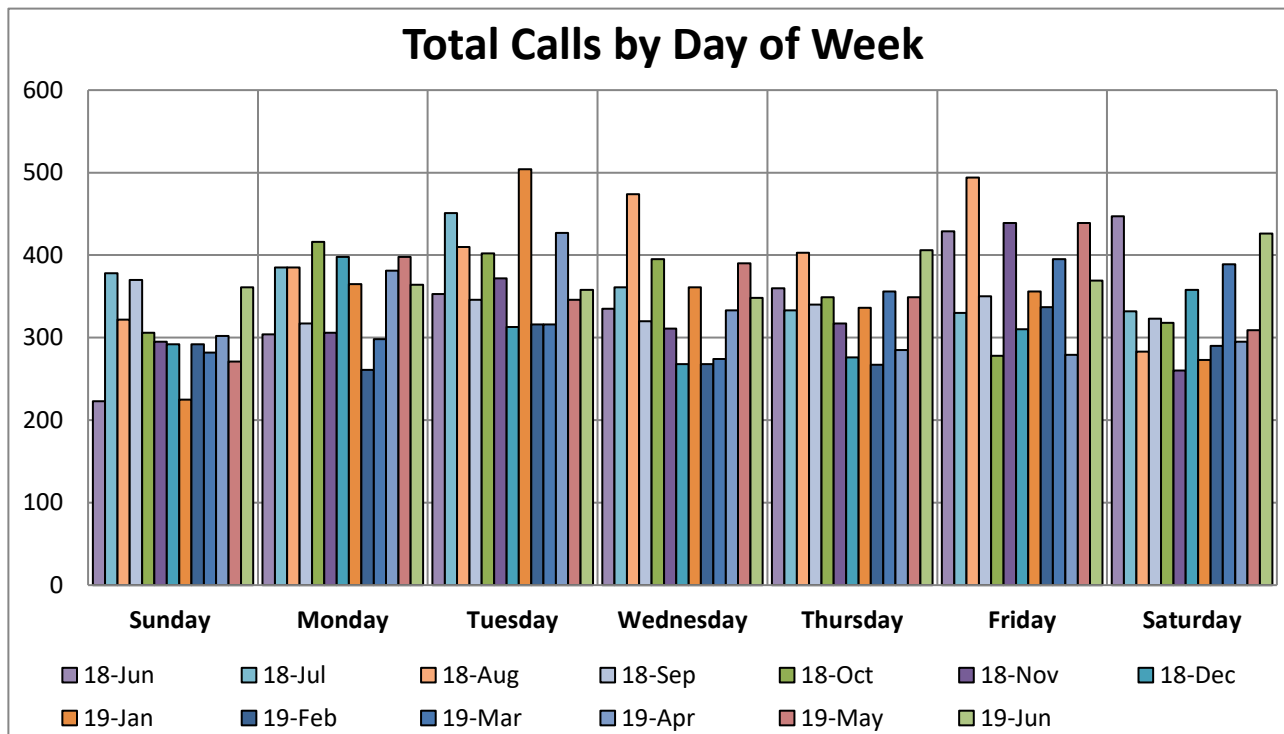
911 Hang Up	27
Abandoned Vehicle	17
Abandonment	0
Abuse / Neglect	2
Accident - Hit & Run PD	11
Accident - Hit & Run PI	1
Accident - Other	0
Accident - Property Damage	60
Accident - Personal Injury	15
Accident - Sinking Vehicle	0
Accident - Unknown	0
Accelerator Stuck	0
Active Assailant	0
Alarm - Other	1
Alarm - Vehicle	0
Alarm - Burglar	119
Alarm - Hold Up	12
Animal Bite / Attack	2
Animal Complaint	74
Assist Fire	43
Assist Other Department	33
Assist Public	28
Battery	4
Bomb Device Found	0
Bomb Threat	0
Burglary	0
Carjacking	0
Case Follow Up	78
Child Seat Inspection	0
Civil Dispute	19
Criminal Mischief	9
Damage to Property	0
Death Investigation	0
Directed Patrol	33
Disturbance	35
Driving Complaint	89
Drug Complaint	4
Drug Lab	0
Escort	0
Fight	2
Firearms Shots Fired	3
Found / Lost Property	9
Found Person	0
Fraud Prescription	0
Fraud / Deception	15
Harassment	24
Intoxicated Person	7

Investigation	11
Juvenile Complaint	1
K9 Detail	0
Kidnapping	0
Lock Out	64
Loud Party	4
Mental Emotional - Violent	6
Mental Person	1
Miscellaneous	15
Missing Person	6
Missing Person - PLS	0
Nuisance	13
Ordinance Misc.	17
Parking Complaint	30
Physical Disturbance	20
Product Contamination	0
Reckless Activity	0
Road Rage	4
Robbery	0
Runaway	3
School Patrol	40
Security Check	5
Sex Offense	1
Shooting	0
Solicitor	25
Special Detail	0
Stabbing	0
Suicide	0
Suspicious Activity	96
Suspicious Package	0
Theft	24
Theft - From a Vehicle	7
Theft - of a Vehicle	4
Threat to Life	5
Threatening Suicide	4
Tow Release	1
Traffic Hazard	89
Transport	0
Trespassing	10
Traffic Stop	1238
Unknown Call for Police	0
VIN Check	45
Wanted	6
Warrant Service	7
Weapons Complaint	1
Welfare Check	53
	2632

Westfield Police Department
June 2019

Total # of Calls by Day of Week

DAY	18-Jun	18-Jul	18-Aug	18-Sep	18-Oct	18-Nov	18-Dec	19-Jan	19-Feb	19-Mar	19-Apr	19-May	19-Jun
Sunday	223	378	322	370	306	295	292	225	292	282	302	271	361
Monday	304	385	385	317	416	306	398	365	261	298	381	398	364
Tuesday	353	451	410	346	402	372	313	504	316	316	427	346	358
Wednesday	335	361	474	320	395	311	268	361	268	274	333	390	348
Thursday	360	333	403	340	349	317	276	336	267	356	285	349	406
Friday	429	330	494	350	278	439	310	356	337	395	279	439	369
Saturday	447	332	283	323	318	260	358	273	290	389	295	309	426
TOTAL	2451	2570	2771	2366	2464	2300	2215	2420	2031	2310	2302	2502	2632

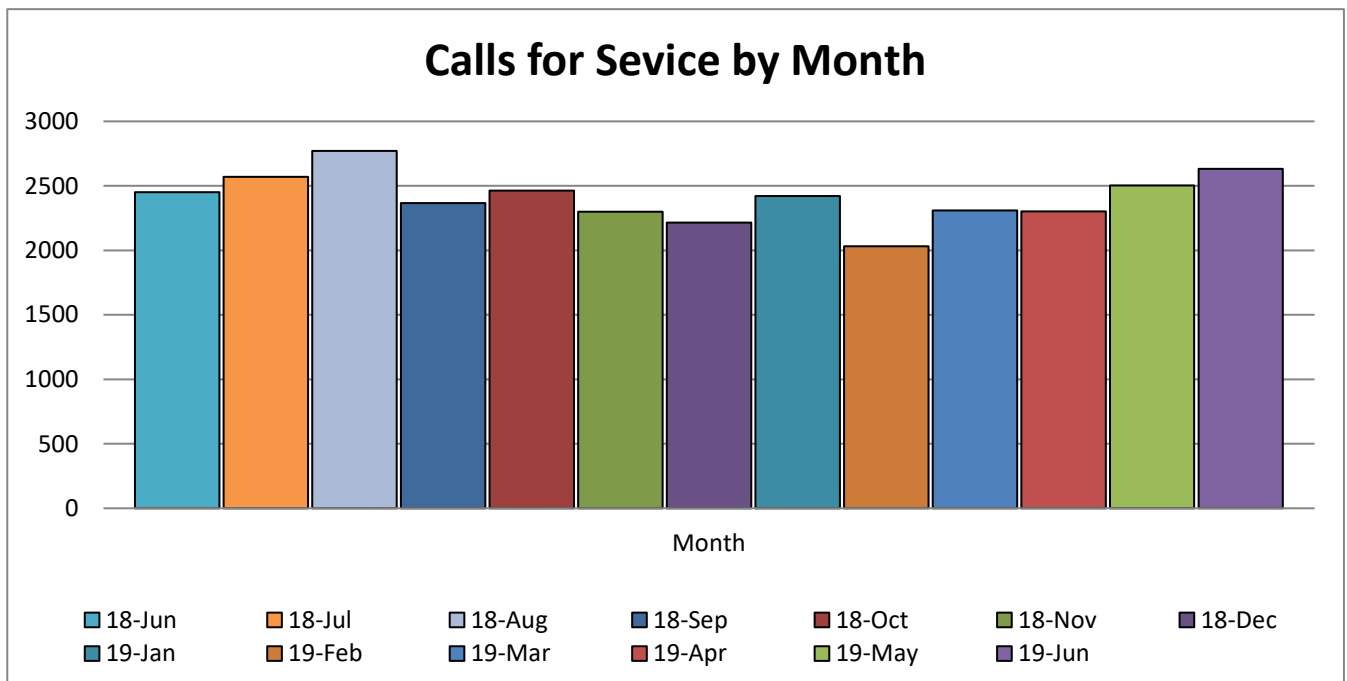


Westfield Police Department
June 2019

Total # of Calls by Hour of Day

HOURL	18-Jun	18-Jul	18-Aug	18-Sep	18-Oct	18-Nov	18-Dec	19-Jan	19-Feb	19-Mar	19-Apr	19-May	19-Jun
0	96	105	78	80	77	70	83	76	57	105	85	121	106
1	78	64	47	68	54	49	47	56	51	71	56	85	56
2	43	50	31	44	37	38	49	47	40	45	44	59	45
3	30	27	21	47	41	47	35	44	27	61	38	39	34
4	29	31	17	17	34	30	23	29	26	32	28	18	16
5	20	32	17	21	17	30	19	33	23	25	17	25	22
6	67	65	46	28	38	40	27	46	36	36	36	24	53
7	128	118	95	79	58	65	70	71	57	49	43	84	103
8	101	123	216	150	134	141	137	142	109	111	129	160	181
9	133	152	180	170	162	166	158	189	128	139	158	173	176
10	158	172	206	162	136	146	139	156	133	128	135	155	189
11	101	129	157	116	114	134	123	118	103	96	96	135	108
12	117	108	127	97	97	109	110	128	97	104	87	120	113
13	140	134	196	106	134	143	108	134	111	133	150	120	121
14	155	142	219	122	164	131	129	144	122	118	135	128	131
15	131	134	189	134	148	118	126	139	105	110	117	121	127
16	122	113	129	130	124	97	97	106	84	109	111	131	111
17	116	111	108	105	113	83	101	93	89	106	108	144	134
18	142	142	164	156	173	149	161	169	159	180	174	137	165
19	120	132	157	149	165	132	115	137	148	161	144	121	168
20	80	79	88	72	96	70	84	65	49	89	69	82	86
21	106	110	89	77	89	97	73	80	75	68	94	94	105
22	132	141	102	111	142	115	101	123	104	107	138	109	146
23	106	156	92	125	117	100	100	95	98	127	110	117	136
TOTAL	2451	2570	2771	2366	2464	2300	2215	2420	2031	2310	2302	2502	2632

Westfield Police Department
June 2019



Westfield Police Department
June 2019

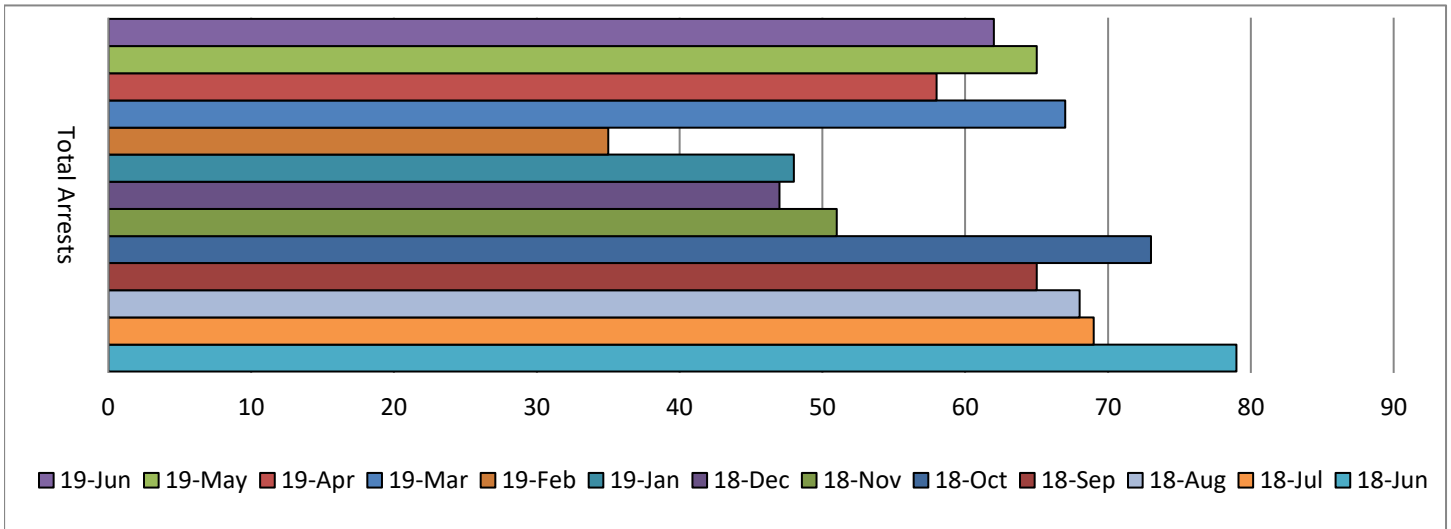
UCR OFFENSES

OFFENSE	18-Jun	18-Jul	18-Aug	18-Sep	18-Oct	18-Nov	18-Dec	19-Jan	19-Feb	19-Mar	19-Apr	19-May	19-Jun
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	1	0	0	0	1	1	-1	0	2	0	0	2	0
Robbery	0	1	0	0	0	0	0	0	0	1	2	0	0
Battery - Aggravated	0	0	0	0	0	0	0	1	0	1	0	0	0
Battery - Simple	11	10	16	11	7	11	11	12	12	12	8	13	16
Burglary	1	1	3	3	0	0	1	0	2	2	2	1	0
Theft	29	51	32	30	24	18	33	30	21	30	26	30	20
Motor Vehicle Theft	2	1	1	1	-1	0	3	0	0	2	1	0	1
TOTAL	44	64	52	45	31	30	47	43	37	48	39	46	37

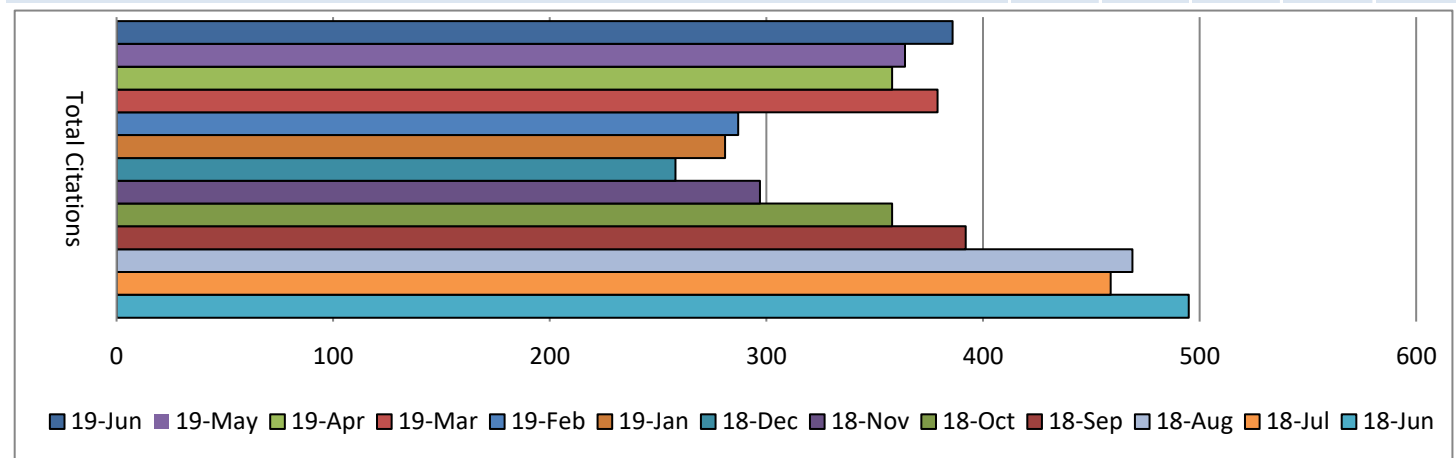
Westfield Police Department

June 2019

Arrest Reports Taken	18-Jun	18-Jul	18-Aug	18-Sep	18-Oct	18-Nov	18-Dec	19-Jan	19-Feb	19-Mar	19-Apr	19-May	19-Jun
Alcohol/ Drug Related	26	24	14	22	28	12	18	17	17	20	20	19	28
Felony Charges	21	8	7	18	10	15	8	14	8	35	14	15	11
Misdemeanor Charges	114	113	109	90	89	52	63	55	50	70	75	81	77
Total Arrests	79	69	68	65	73	51	47	48	35	67	58	65	62



Traffic	18-Jun	18-Jul	18-Aug	18-Sep	18-Oct	18-Nov	18-Dec	19-Jan	19-Feb	19-Mar	19-Apr	19-May	19-Jun
Total Citations	495	459	469	392	358	297	258	281	287	379	358	364	386
Total Written Warning	1100	1158	1127	1043	1106	997	1008	1083	909	979	976	973	1202
Total Traffic Accidents	47	71	66	53	76	60	66	68	41	47	46	87	62
Property Damage	40	67	57	43	66	51	52	54	37	38	40	75	51
Personal Injury	6	4	9	10	9	9	14	12	4	9	6	12	11
Fatality	1	0	0	0	1	0	0	2	0	0	0	0	0
Hit and Run*	6	6	6	3	11	8	6	5	2	4	5	2	4
*numbers included in property damage, personal injury, and fatality accidents													



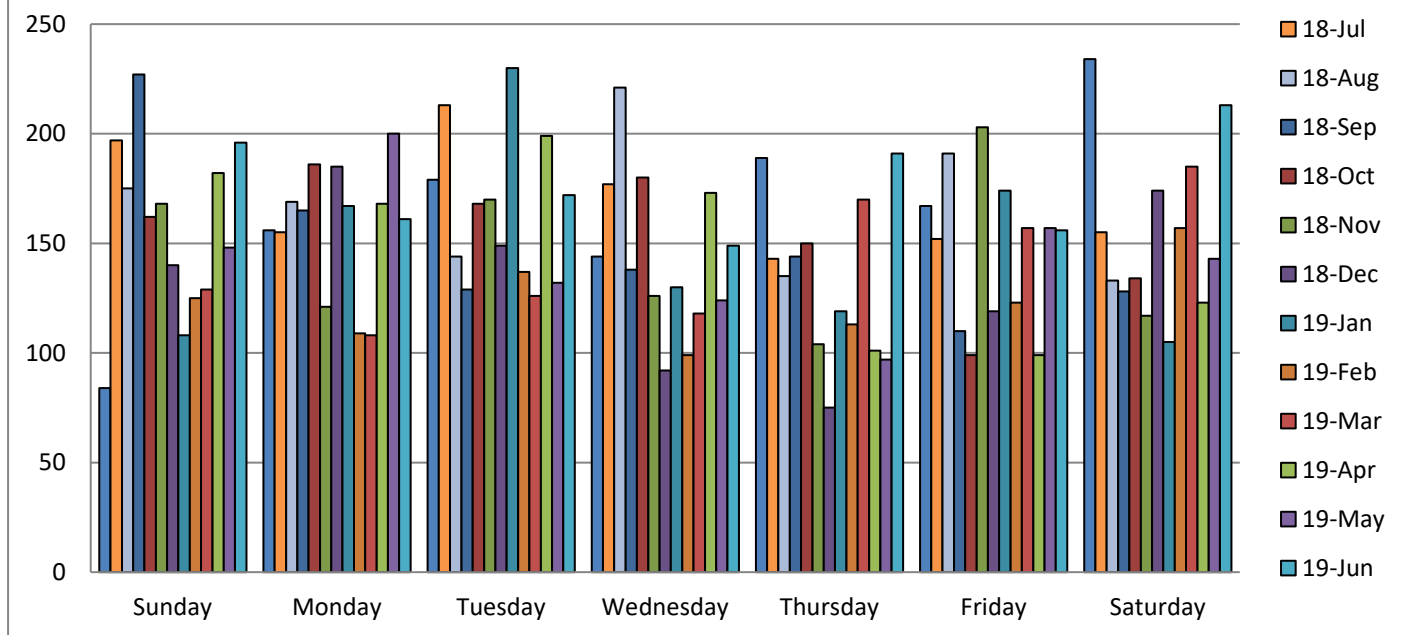
Westfield Police Department

June 2019

Traffic Stops by Day of Week

Day:	18-Jun	18-Jul	18-Aug	18-Sep	18-Oct	18-Nov	18-Dec	19-Jan	19-Feb	19-Mar	19-Apr	19-May	19-Jun
Sunday	84	197	175	227	162	168	140	108	125	129	182	148	196
Monday	156	155	169	165	186	121	185	167	109	108	168	200	161
Tuesday	179	213	144	129	168	170	149	230	137	126	199	132	172
Wednesday	144	177	221	138	180	126	92	130	99	118	173	124	149
Thursday	189	143	135	144	150	104	75	119	113	170	101	97	191
Friday	167	152	191	110	99	203	119	174	123	157	99	157	156
Saturday	234	155	133	128	134	117	174	105	157	185	123	143	213
TOTAL	1153	1192	1168	1041	1079	1009	934	1033	863	993	1045	1001	1238

Total Traffic Stops by Day of Week

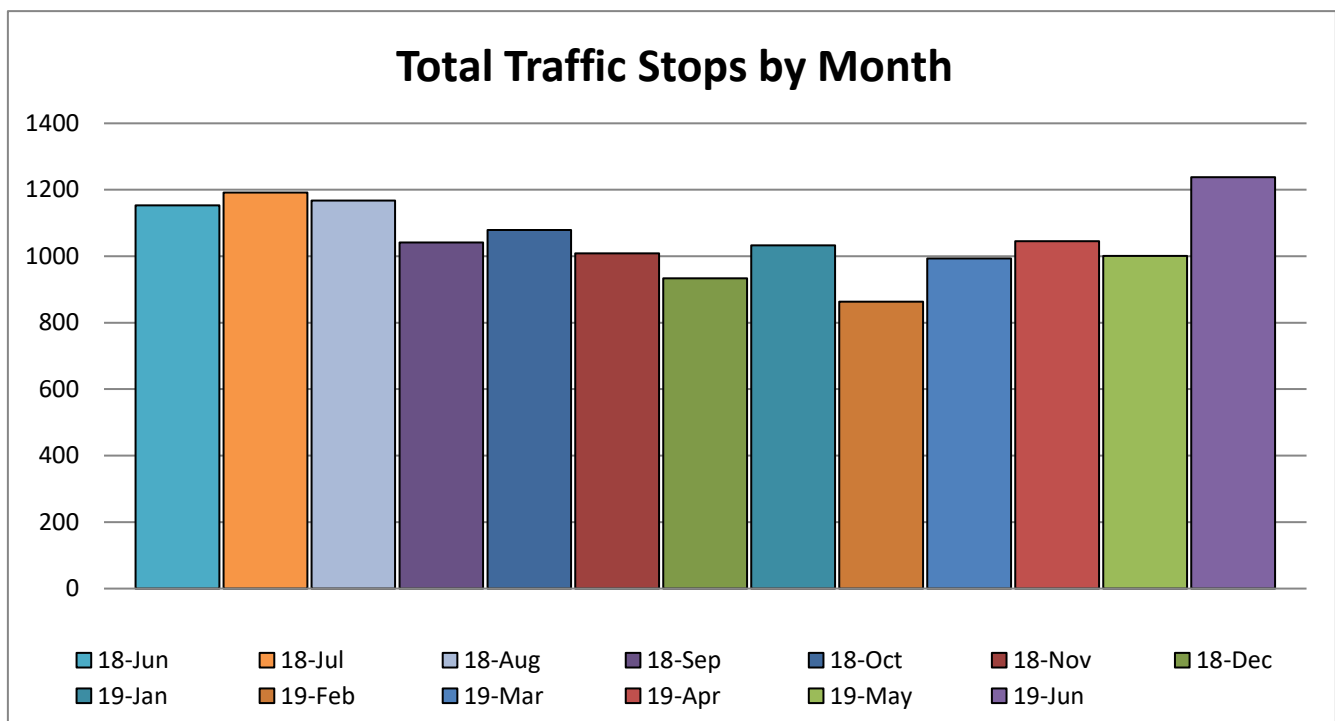


Westfield Police Department
June 2019

Traffic Stops by Hour of the Day

Hour:	18-Jun	18-Jul	18-Aug	18-Sep	18-Oct	18-Nov	18-Dec	19-Jan	19-Feb	19-Mar	19-Apr	19-May	19-Jun
0	63	62	41	49	54	41	42	46	37	70	50	83	77
1	41	35	22	39	28	23	24	29	25	44	32	58	32
2	28	27	10	28	18	19	27	20	16	16	24	38	29
3	15	10	6	27	19	22	17	18	10	26	12	18	20
4	8	12	4	8	20	5	9	10	8	6	10	7	3
5	10	18	4	5	4	11	4	12	8	10	7	8	11
6	44	46	21	10	15	17	11	26	15	18	14	9	27
7	98	67	53	39	20	29	24	22	23	19	11	36	48
8	51	64	97	77	72	63	59	67	43	39	61	77	105
9	74	87	86	87	75	88	76	81	54	54	78	82	112
10	82	104	78	83	60	59	65	70	50	50	61	60	104
11	28	52	68	47	40	53	39	36	26	33	37	40	36
12	32	31	42	25	20	23	30	45	29	31	33	29	28
13	61	41	64	34	40	48	43	51	34	47	55	27	41
14	78	64	106	36	60	52	43	49	40	44	50	38	51
15	62	47	84	65	57	43	38	40	33	29	42	31	38
16	64	50	46	38	28	26	34	35	28	38	30	43	25
17	38	29	23	19	20	23	21	24	13	26	30	31	25
18	58	54	72	59	85	72	91	91	99	109	96	53	76
19	51	51	86	67	93	73	63	85	80	76	81	38	101
20	14	24	18	19	35	26	30	14	24	30	19	19	22
21	30	40	24	26	44	55	18	32	30	22	50	39	45
22	61	73	57	79	86	73	59	77	69	64	91	62	86
23	62	104	56	75	86	65	67	53	69	92	71	75	96
TOTAL	1153	1192	1168	1041	1079	1009	934	1033	863	993	1045	1001	1238

Westfield Police Department
June 2019



Westfield Police Department
June 2019

Community Events

6/1/2019	Pack the Cruiser - Officer Kang
6/4/2019	CSI Academy - CSI Kautzman
6/6/2019	Wellbrooke Trilogy 200 - Officer Kang
6/11/2019	Chatham Hills Kids Camp - CSI Kautzman
6/14/2019	Touch a Truck - Seagrave
6/21/2019	Junior Law Enforcement Academy - Sgt. Adams

Westfield Police Department

June 2019

Training

6/3-8/19	Symposium on Traffic Safety - Sgt. Adams & Officer Dougherty
6/4/2019	Multi Agency K-9 Training - Officer Velazquez
6/6/2019	Monthly K-9
6/13-14/19	CIT Youth Training - Martin
6/13/2019	ESU
6/18 & 19/19	Autism and First Responders - Departmental
6/25-27/19	First Responder Training for Explosive Incidents - Officer Velazquez
6/26/2019	Leading Without Rank - Officers Burtron, Thomas & Cornwell
6/27-28/19	Indiana NIBRS Training - Capt. Lilly, Gambrel & Aiyar
6/27/2019	Radar Certification Course - Departmental



July 24, 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:

- JRF Construction, Monon Crossing Retail Center, Bond #NIN 1675, \$360,030.00, Storm Sewer, ROW Improvements, & Erosion Control
- JKEs, Inc., d/b/a Smith Projects, Gristmill Crossing – Residential Mass Grading, Bond #INC61187, \$356,469.30, Erosion Control
- Chatham Hills, LLP, CH Section 6, Bond #3085849, \$57,750.00, Trails
- Chatham Hills, LLP, CH Section 6, Bond #3085850, \$88,000.00, Erosion Control
- Chatham Hills, LLP, CH Section 6, Bond #3085851, \$76,916.40, ROW Improvements
- Lennar Homes of Indiana, Osborne Trails, Section 1, Bond #1078570, \$24,854.00, Concrete Walks
- Lennar Homes of Indiana, Osborne Trails, Section 1, Bond #1078569, \$76,065.00, Asphalt Path
- Lennar Homes of Indiana, Osborne Trails, Section 1, Bond #1078568, \$173,505.00, Asphalt Paving – 193rd Street
- Lennar Homes of Indiana, Osborne Trails, Section 1, Bond #1078567, \$355,403.00, Asphalt Pavement – Local Streets
- Lennar Homes of Indiana, Osborne Trails, Section 1, Bond #1078566, \$73,449.00, Concrete Curb
- Lennar Homes of Indiana, Osborne Trails, Section 1, Bond #1078565, \$689,150.00, Storm Sewer & Subsurface Drain

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:

- Pepper Construction, Weas Engineering, Bond #268003108, \$61,573.70, Streets & Curbs, Sidewalks, Erosion Control
- CalAtlantic Homes of Indiana, Inc., Liberty Ridge, Section 1, Bond #0211111, \$369,104.00, Asphalt Paving & Trail
- CalAtlantic Homes of Indiana, Inc., Liberty Ridge, Section 3, Bond #9297383, \$48,153.00, Concrete Curb
- CalAtlantic Homes of Indiana, Inc., Liberty Ridge, Section 3, Bond #9297384, \$210,912.00, Asphalt Street
- CalAtlantic Homes of Indiana, Inc., Liberty Ridge, Section 3, Bond #9297385, \$317,928.00, Storm Sewer & Subsurface Drain

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:

- Lennar Homes of Indiana, Liberty Ridge, Section 1, Bond #0211111-M, \$33,555.00, Asphalt Paving & Trail
- Lennar Homes of Indiana, Liberty Ridge, Section 3, Bond #9297383-M, \$4,308.00, Concrete Curb
- Lennar Homes of Indiana, Liberty Ridge, Section 3, Bond #9297385-M, \$28,903.00, Storm Sewer & Subsurface Drain
- Lennar Homes of Indiana, Liberty Ridge, Section 3, Bond #9297384-M, \$19,174.00, Asphalt Paving

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:

- None

CROSS REFERENCE: **PLAT:** Plat recorded as/at Park Street, recorded 03-19-92 in the office of the Recorder of Hamilton county, Indiana

DEED: Deed recorded as/at 9209766, recorded 03-19-92 in the office of the Recorder of Hamilton county, Indiana

Project Information:

Parcel #	<u>09-09-01-02-07-010.000</u>	Job #	<u>49PI03276</u>	<u>Hamilton</u>	County
<u>Citizens Wastewater of Westfield, LLC; Midland Trail</u>			System	<u>Washington</u>	Township
<u>Piplar Street Sanitary Relocation; Midland Trail</u>			Project		

SANITARY SEWER/PEDESTRIAN TRAIL EASEMENT AGREEMENT

This SANITARY SEWER AND PEDESTRIAN TRAIL EASEMENT AGREEMENT (the "Agreement") is made and entered into this 22 day of July, 2019 by and between **Ralph L. Bruns**, and his heirs, successors and assigns (collectively, the "Grantor"), and **CITIZENS WASTEWATER OF WESTFIELD, LLC ("Citizens")**, **THE CITY OF WESTFIELD ("Westfield")** AND **THE PUBLIC**, and its successors and assigns (collectively, the "Grantee"). In consideration of the sum of \$30,000, installation of the privacy fence described in Exhibit C, and other good and valuable consideration, the receipt of which is hereby acknowledged, Grantor and Grantee hereby agree as follows:

1. **Grant of Sanitary Sewer Easement:** Grantor hereby grants and conveys to Grantee a perpetual non-exclusive easement and right of way in, on, along, under and over that certain real property of Grantor being more particularly described in the attached Exhibit A (the "**Easement Property**") to: (a) enter upon and, at Grantee's sole cost, to survey, construct, install, operate, use, maintain, test, inspect, modify, change the size of, replace, renew, relocate, re-construct, and remove improvements related to Grantee's operation of a sanitary sewer utility service system (the "**System**"), together with all necessary and convenient valves, drips, service pipes, markers, lines, equipment (including, without limitation, corrosion control equipment), appurtenances, appurtenant structures, and connections attached thereto (collectively, the "**Utility Facilities**"); (b) operate, maintain and replace the Utility Facilities in, on, along, under and over the Easement Property; and (c) remove, cut and trim trees, bushes, saplings and vegetation growing upon the Easement Property, and to otherwise remove any and all obstructions insofar as it may reasonably be necessary to do so in the construction of, and in the prudent, safe, secure and efficient operation of the System. The initial Utility Facilities shall include the improvements described on plans attached as Exhibit B. Grantor further grants to Grantee, and Grantee's employees, agents, and representatives, all reasonable rights of ingress, egress and regress, from time to time, on,

across, to and from the Easement Property and adjoining lands of Grantor for access to the Utility Facilities and the use and enjoyment of the Easement Property as permitted by this Agreement; provided that the foregoing access rights shall be exercised and used in such a manner as not to cause unreasonable damage, destruction or interference with Grantor's access across, to and from the Easement Property.

2. Grantor also hereby grants to Grantee a temporary easement over a strip of Grantor's land immediately adjacent to the Easement Property measuring **10 feet** from each side of the Easement Property for equipment and materials, but only to the extent reasonably necessary for Grantee's full use and enjoyment of the rights granted under this Agreement; provided that the foregoing temporary easement rights shall be exercised and used in such a manner as not to cause unreasonable damage or destruction to Grantor's property. Grantee agrees to provide reasonable prior written notice to Grantor of any intended exercise of the rights granted in this Section 2 of this Agreement.

3. Grant of Public Trail Easement: Grantor hereby grants and conveys to Grantee a perpetual non-exclusive easement and right of way in, on, along, under and over that certain real property of Grantor being more particularly described in the attached Exhibit A (the "**Easement Property**") to: (a) enter upon and, at Grantee's sole cost, to survey, construct, install, operate, use, maintain, test, inspect, modify, change the size of, replace, renew, relocate, re-construct, and remove improvements related to Grantee's operation of a public multi-purpose trail (the "Trail") (b) operate, maintain and replace the Trail in, on, along, under and over the Easement Property; and (c) remove, cut and trim trees, bushes, saplings and vegetation growing upon the Easement Property, and to otherwise remove any and all obstructions insofar as it may reasonably be necessary to do so in the construction of, and in the prudent, safe, secure and efficient operation of the Trail. The initial Trail shall include the improvements described on plans attached as Exhibit C. Grantor further grants to Grantee, and Grantee's employees, agents, and representatives, all reasonable rights of ingress, egress and regress, from time to time, on, across, to and from the Easement Property.

4. Grantor's Rights and Obligations: Subject to the express limitations in Section 4 of this Agreement, Grantor reserves the right to use and enjoy the Easement Property for purposes which are not inconsistent with the rights and privileges granted under this Agreement.

a. Grantor shall not (i) erect, construct, install or maintain (or permit to be erected, constructed, installed or maintained) any building, other structure, or obstruction of any kind in, on, under, over or upon the Easement Property; or (ii) change the grade of the Easement Property by more than **12 inches** without prior written authorization from Grantee, which authorization may be granted or withheld in Grantee's sole discretion; provided, however, that the limitation in item (i) above shall not prohibit Grantor's erection, construction, installation or maintenance of fencing, landscaping, driveways, curbs, sidewalks, pavement or parking spaces to the extent that such improvements do not change the grade of the Easement Property by more than **12 inches**.

b. Grantor shall have the right to grant other non-exclusive easements under, over, along, in or upon the Easement Premises; provided, however, that any such easement shall (i) be granted subject to the easement granted in this Agreement and shall not

materially interfere with the rights granted under this Agreement; and (ii) not allow for the location of any facilities or improvements within **10 feet** to either side from the centerline of the Utility Facilities.

c.

5. Maintenance; Surface Use, Restoration:

a. Grantee, at its sole cost, shall maintain, repair, replace, and service the Utility Facilities as reasonably necessary for the safe and efficient operation of the System. Grantee shall have no obligation to maintain the surface of the Easement Property.

b. Except as stated in Section 4(a) of this Agreement, Grantor, at its sole cost, shall maintain the Easement Property so that Grantee's rights under this Agreement and the Utility Facilities (both surface and/or subsurface occupancies, as applicable) are not disturbed, including, without limitation, the care of grass, the mowing of grass or weeds, the removing of silt, debris, and any other obstruction to the free and unobstructed use of the Easement Property by Grantee.

c. Upon completion of any work contemplated or permitted by this Agreement within and upon the Easement Property, Grantee, at its sole cost, shall restore the Easement Property or applicable portion thereof as nearly as practicable to substantially its condition existing immediately prior to the commencement of the work by Grantee, including reseedling or resodding. In addition, Grantee agrees that in connection with its use of the Easement Property, Grantee shall, at its sole cost, promptly repair any damage caused to the Easement Property, the improvements located thereon, or any adjacent real or personal property of Grantor as a result of Grantee's exercise of the rights granted by this Agreement; provided written notice thereof is given to Grantee within a reasonable period of time after the occurrence of such damage at the address provided for notices below, or such other place as Grantee may designate in writing. For the avoidance of doubt, Grantee shall not be obligated to repair any damage to any improvements located on the Easement Property, or any adjacent real property of Grantor to the extent such improvements were constructed, erected or otherwise placed on or about the Easement Property in violation of the terms and conditions of this Agreement.

6. Covenants of Grantor: Grantor covenants, represents and warrants to Grantee that Grantor is the fee simple owner of the Easement Property and is lawfully seized thereof and has the power and authority to grant and convey the rights and easements set forth herein. Grantor agrees that this Agreement shall not transfer to Grantee any past, present, or future obligation(s) of Grantor to be responsible for, or to pay, any tax, assessment, or fee associated with or related to the Easement Property. Grantor agrees Grantee shall not be liable for environmentally related claims arising from or related to conditions existing on the Easement Property originating prior to the date first written above.

7. Nature of Rights Granted: The easement and right of way, and all other rights, privileges, and authority granted, created and made herein, together with the benefits and burdens thereof, shall run with the Easement Property and shall be deemed to be real covenants which

touch and concern the Easement Property. The easement and right of way, and all other rights, privileges, and authority granted, created and made herein, together with the benefits and burdens thereof, shall bind Grantor and its grantees, successors, and assigns, and inure to the benefit of Grantee and its grantees, successors, and assigns.

8. General Agreements: This Agreement shall be construed and enforced in accordance with the laws of the State of Indiana. The section headings or captions are included only for convenience, and shall not be construed to modify, limit or otherwise affect the covenants, terms or provisions of any section of this Agreement. This Agreement may be executed in counterparts, and by each of the parties on separate counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one in the same instrument. The invalidity or unenforceability of any covenant, condition, term or provision in this Easement Agreement shall not affect the validity and enforceability of any other covenant, condition, term or provision. This Agreement represents the entire understanding between Grantor and Grantee with respect to the subject matter hereof, and except as otherwise expressly identified in this Agreement, no other agreements or promises, oral or written exists between them. This Agreement may be modified or released only by the express, written consent of both Grantor and Grantee, duly recorded, and any such modification, when duly recorded, shall run with the Easement Property.

9. Cross-Reference: In accordance with Indiana Code §32-23-2-5, the original recorded plat is recorded as **9209766**, recorded on **03-19-92** in the office of the Recorder of **Hamilton** County, Indiana. The most recent deed of record by which Grantor holds title to the Easement Property is **9209766**, recorded on **03-19-92** in the office of the Recorder of **Hamilton** County, Indiana.

10. Notices: All notices, requests, demands, consents and other communications required or permitted under this Agreement shall be in writing and shall be deemed to have been duly and properly given on the date of service if delivered personally, or, if mailed, on the second business day after such notice is deposited in a receptacle of the United States Postal Service, registered or certified mail, first class postage prepaid, return receipt requested, or on the first business day following deposit with a nationally recognized overnight courier service (e.g., FedEx), postage prepaid, in any event addressed appropriately as follows:

If to Grantor:

Ralph L. Bruns
227 Park St.
Westfield IN. 46074

If to Grantee:

City of Westfield
130 Penn St
Westfield IN 46074

11. [Intentionally Omitted]

IN WITNESS WHEREOF, Grantor and Grantee have executed this Utility Easement Agreement to be effective as of the date first written above.

[Signatures appear on the following pages.]

GRANTOR

Signature:

Printed:

Ralph L. Bruns
RALPH L. BRUNS

STATE OF

IN

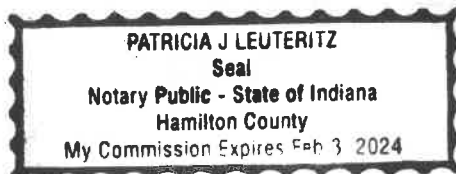
COUNTY OF

Hamilton

)
) ss:
)

Personally appeared before me this day Ralph L. Bruns, who acknowledged the execution of the above instrument to be her/his voluntary act and deed.

Witness my hand and notarial seal, this 22nd day of July, 2019.



Patricia J. Leuteritz
NOTARY PUBLIC

Patricia S. Leuteritz
PRINTED NAME

My Commission expires 2/3/2024 My County of Residence is Hamilton

Utility Easement Agreement Dated 7/22/19

[Signatures continue on the following page.]

GRANTEE

By: _____

Printed: _____

Title: _____

STATE OF _____)
) ss:
COUNTY OF _____)

Personally appeared before me this day _____, the _____ of
Citizens Wastwater of Westfield, LLC. who acknowledged the execution of the above
instrument to be her/his voluntary act and deed for and on behalf of said company.

Witness my hand and notarial seal, this _____ day of _____, 20____.

NOTARY PUBLIC

PRINTED NAME

My Commission expires _____ My County of Residence is _____

Utility Easement Agreement Dated _____.

This instrument prepared by _____. 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. _____.

GRANTEE

By: _____

Printed: _____

Title: _____

STATE OF _____)
COUNTY OF _____) ss:

Personally appeared before me this day Mayor J. Andrew Cook, the Mayor of City of Westfield who acknowledged the execution of the above instrument to be her/his voluntary act and deed for and on behalf of said company.

Witness my hand and notarial seal, this _____ day of _____, 20__.

NOTARY PUBLIC

PRINTED NAME

My Commission expires _____ My County of Residence is _____

Utility Easement Agreement Dated _____.

This instrument prepared by Jeremy Lollar. 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. Jeremy Lollar.

EXHIBIT A

TO UTILITY AND TRAIL EASEMENT AGREEMENT

DATED 7/22/2019

Legal Description – Easement Property

EXHIBIT "A"

Sheet 1 of 1

All that part of the former Central Indiana Railroad, lying north of the centerline of the railroad right-of-way and adjoining the following described property:

Commencing forty-nine and forty-six one hundredths ($49 \frac{46}{100}$) rods west and forty-four and forty-six one hundredths ($44 \frac{46}{100}$) rods south of the northeast corner of Section one (1), Township eighteen (18) north, Range three (3) east, run thence south eleven and twenty-seven one hundredths ($11 \frac{27}{100}$) rods to the middle of the Midland Railroad track, thence west eight and sixty-four one hundredths ($8 \frac{64}{100}$) rods, thence north eleven and twenty-seven one hundredths ($11 \frac{27}{100}$) rods, thence east eight and sixty-four one hundredths ($8 \frac{64}{100}$) rods to the place of beginning.

Except a strip 62 feet in width off the west side of said about described tract of land.

Also except the rights of the Central Indiana Railroad on and along their right-of-way along the south side of said tract.

EXHIBIT "A"
PREPARED FOR THE CITY OF WESTFIELD

SHEET 1 OF 1

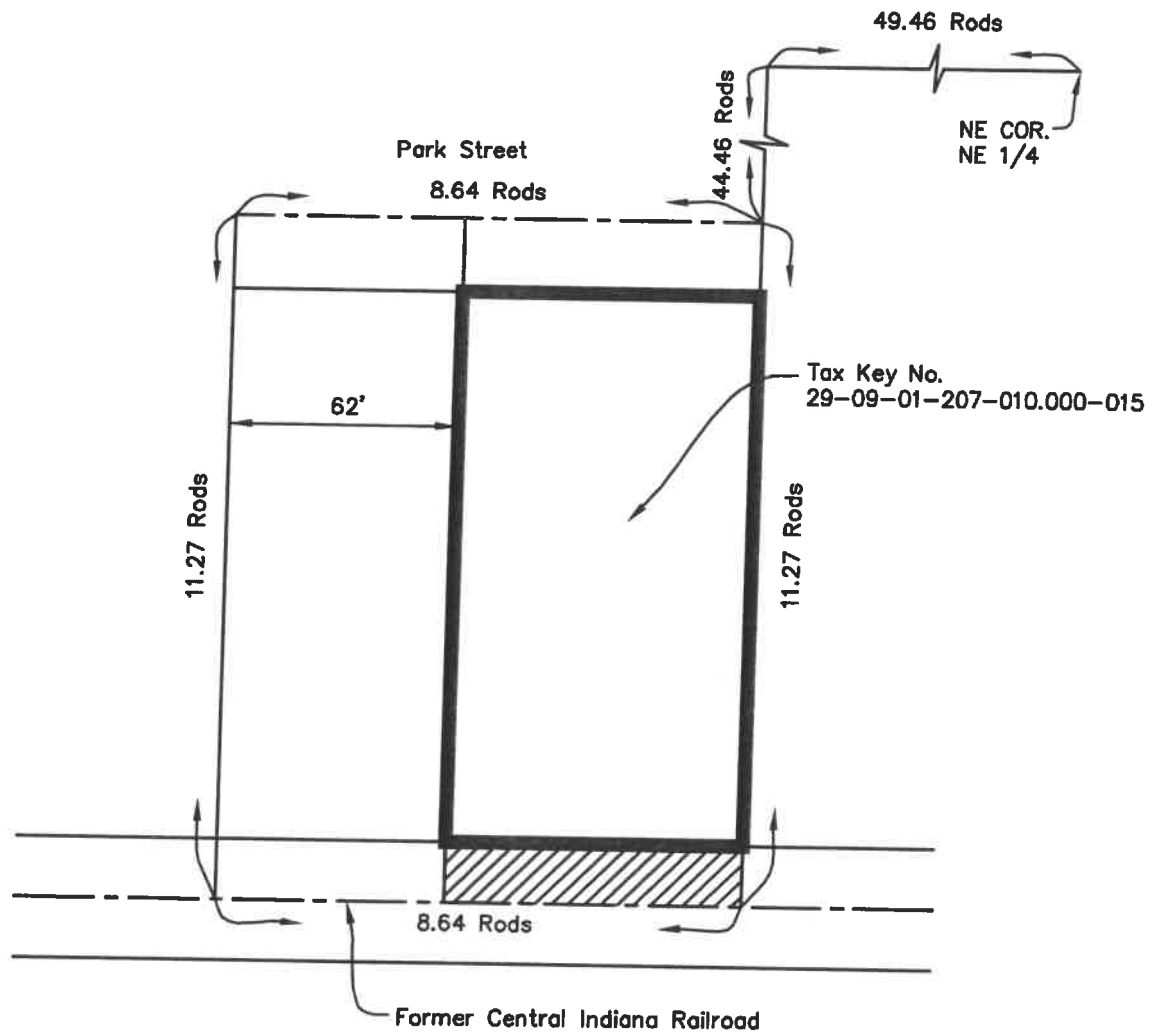
PROJECT: PARK STREET
COUNTY: HAMILTON
SECTION: 1
TOWNSHIP: 18 N.
RANGE: 3 E.

OWNER: BRUNS, RALPH L.
INSTRUMENT NO. 9209766
DATED: 3-19-92

 Hatched area is the approximate rail corridor.

Dimensions shown below are from the above listed record documents.

0 50' 100'
SCALE: 1" = 50'



WSP

115 W. Washington Street, Suite 1270S
Indianapolis, Indiana
(317) 972-1706

This exhibit was prepared from information obtained from the recorder's office and other sources which were not checked by a field survey.

EXHIBIT B

TO UTILITY AND TRAIL EASEMENT AGREEMENT

DATED 7/22/19

EXHIBIT C

TO UTILITY AND TRAIL EASEMENT AGREEMENT

DATED 7/22/19

Midland Trail and Buffer Fence Location

- **Green** line indicates the approximate location of fence
- **Red** Block indicates the approximate location of the Midland Trail



Project No.: 48PI03276

Project Name: Sewer Extension/Midland Trail

Parcel Number: 09-09-01-02-07-010.000

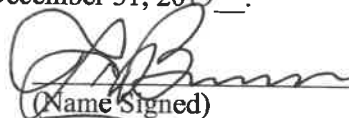
**CITIZENS ENERGY GROUP/CITY OF WESTFIELD
RIGHT OF ENTRY**

WHEREAS, The Department of Public Utilities for the City of Indianapolis, Acting by and Through the Board of Directors for Utilities, as Trustee, in Furtherance of the Public Charitable Trust for Citizens Energy Group ("Citizens"), and its employees and agents, and The City of Westfield find it necessary to enter onto private property for the purpose of construction and/or repairing its facilities and appurtenances; and

WHEREAS, Ralph L. Bruns Owners of the property known as 227 Park St., Westfield IN., 46074 ("Owners") are agreeable to the temporary entry onto their property by Citizens, the City of Westfield or its agents for the aforementioned purpose and under the conditions contained herein.

NOW, therefore, in consideration of the mutual promise hereinafter enumerated, the undersigned Owner agree:

1. Owner hereby affirms that they are the owners of the above-described property and have the authority to enter into this agreement and grant this Right of Entry.
2. Owners hereby grant to Citizens a Right of Entry over and through the above-described property fore the aforementioned purpose.
3. Citizens may enter onto the above listed property for the purpose of construction and/or repairing of its facilities and appurtenances.
4. The City of Westfield may enter onto the above listed property for the purpose of constructing an extension of the Midland Trail.
5. All disturbed areas within the above-described property will be restored to as near its preexisting condition as possible.
6. This work will be accomplished in a reasonable and workmanlike manner and will be completed no later than December 31, 2019 .


(Name Signed)

RALPH L. BRUNS
(Name Printed)

WITNESS: Patricia J. Leuterich

Date: 7/22/19



To: Westfield Board of Public Works & Safety

Date: July 24, 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 2019 Pavement Striping Project in the amount of \$73,893.89. The quotes have been submitted and reviewed. Indiana Traffic Services was the low bidder. We are waiting for the signed copy of the contract from the contractor.

Kate Snedeker

Randy Graham

Andy Cook