



CITY OF WESTFIELD, IN
Board of Public Works Meeting Cancelled_06_22_2022

Wednesday, June 22, 2022 at 01:00 PM

BOARD OR COMMISSION: Board of Public Works and Safety

MEETING DATE: Wednesday, June 22, 2022 at 01:00 PM

MEETING PLACE: Westfield City Hall- Assembly 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 May 25, 2022 Meeting

Documents: [May 25, 2022 Minutes](#)

Contracts/Agreements

Action Item #2:

Duke Energy & City of Westfield – Easement – Westfield Fire Department – New Public Safety Building

Documents: [Public Safety Building - Easement Document](#)

Action Item #3:

TMC Westfield, LLC & City of Westfield – Dedication of Public Right of Way – Sunbelt Rentals

Documents: [Dedication Westfield Park Road Document](#) | [Dedication 169th Street Document](#)

Action Item #4:

M/I Homes of Indiana & City of Westfield – Park Impact Development Agreement – Bonterra

Documents: [Park Impact Development Agreement](#)

Permit Approval

Action Item #5:

Duke Energy – Encroachment Application – Midland Trace Trail & Westfield Boulevard

– Installing Power Cable & Switchgear

Documents: [Duke Encroachment App - Midland Trace Trail](#) | [Encroachment Attachment](#)

Action Item #6:

Duke Energy – Encroachment Application – 16233 Union Street – Pole Replacement

Documents: [Duke Encroachment App - Union Street](#) | [Union Street Attachment](#)

Action Item #7:

Duke Energy – Encroachment Application – 15096 Sullivan Lane – Pole Replacement

Documents: [Duke - Encroachment App - Sullivan Lane](#)

Action Item #8:

Duke Energy – Encroachment Application – 1254 West 161st Street – Pole Replacement

Documents: [Duke Encroachment Application - 1254 W. 161st Street](#) | [Duke Application - 1254 W. 161st Street Attachment](#)

Consent Agenda

WPD - Approval to Promote Officers

June Bond Information

Documents: [June Bond List](#)

Department Reports

Fire

Documents: [WFD May Report](#)

Police

Documents: [WPD May Report](#)

Public Works

THE WESTFIELD BOARD OF PUBLIC WORKS AND SAFETY May 25, 2022

The Westfield Board of Public Works and Safety met on May 25, 2022 at Westfield City Hall Assembly Rm. Present were, Mayor Cook, Jim Ake, and Larry Clarino and Kim Strang. Chou-il-Lee was virtual. .

Jim Ake called the meeting to order at 1:00 PM

CHANGES IN AGENDA

None

AGENDA ITEMS:

Action Item #1: Approval of Minutes from April 27, 2022

Larry Clarino made the motion to approve the BPW minutes as presented.
Mayor Cook seconded. Vote: Yes-3; No-0. Motion carries.

Action Item #2: Approval of Minutes from Special Meeting/April 26, 2022

Larry Clarino made the motion to approve the BPW minutes as presented.
Mayor Cook seconded. Vote: Yes-3; No-0. Motion carries.

CHANGE ORDERS

None

CONTRACTS/AGREEMENTS

Action Item #3: William Creek Management & City of Westfield-Specialty Landscape Maintenance Proposal (2022-2024)

Chris McConnell presented stating this is a proposal for Williams Creek Management to identify and ratify invasive species three times **per** year (2022-2024) in the following areas:

- US 31 Corridor
- Freedom Trail
- East Street Drainage Swales
- Liberty Park Wetland
- City Services Bioswale
- Mill Street Detention Basin

The total cost of the proposal for the 3year time span is \$166,290.00.

Mayor Cook made the motion to approve the proposal contingent on the non-discrimination clause being added. . Larry Clarino seconded. Vote: Yes-3; No-0. Motion carries.

CONSENT AGENDA:

May Bond Information

Larry Clarino made the motion to approve the consent agenda. Mayor Cook seconded.

Vote: Yes-3; No-0. Motion carries.

DEPARTMENT REPORTS:

Fire- Chief Gaylor

Police- Chief Rush

Public Works- Johnathon Nail

The meeting was adjourned at 1:23 PM

Deputy Clerk-Treasurer

Board of Public Works and Safety

Prepared by: Duke Energy Indiana, LLC
Return to: Duke Energy Indiana, LLC
Attn: Megan Johnson
1000 E. Main Street
Mail Code: WP989
Plainfield, IN 46168

Parcel # 29-09-03-000-023.002-015

EASEMENT

State of Indiana

County of Hamilton

THIS EASEMENT (“**Easement**”) is made this ____ day of _____, 20____, from **TOWN OF WESTFIELD**, an Indiana limited partnership (“**Grantor**”, whether one or more), to **DUKE ENERGY INDIANA, LLC**, an Indiana limited liability company (“**Grantee**”).

Grantor, for and in consideration of the sum of One and 00/100 Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby grant unto Grantee a perpetual and non-exclusive easement, to construct, reconstruct, operate, patrol, maintain, repair, replace, relocate, add to, modify, and remove electric and communication lines including, but not limited to, all necessary supporting structures, and all other appurtenant apparatus and equipment for the transmission and distribution of electrical energy, and for technological purposes related to the operation of the electric facilities and for the communication purposes of Incumbent Local Exchange Carriers (collectively, “**Facilities**”).

Grantor is the owner of that certain property described in Section 3, Township 18 North, Range 3 East, Washington Township, Hamilton County, State of Indiana; being a part of a tract as recorded in Instrument Number 200600058740, in the Office of the Recorder of Hamilton County, Indiana (“**Property**”).

The Facilities shall be underground, except as needed on or above the ground to support the underground Facilities, and located in, upon, along, under, through, and across a portion of the Property within an easement area described as follows:

A strip of land fifteen feet (15') in uniform width, lying equidistant on both sides of a centerline, which centerline shall be established by the center of the Facilities as installed, along with an area ten feet (10') wide on all sides of the foundation of any Grantee enclosure/transformer, vault and/or manhole, and as generally shown on Exhibit "A", attached hereto and becoming a part hereof (hereinafter referred to as the "Easement Area").

The rights granted herein include, but are not limited to, the following:

1. Grantee shall have the right of ingress and egress over the Easement Area, Property, and any adjoining lands now owned or hereinafter acquired by Grantor (using lanes, driveways, and adjoining public roads where practical as determined by Grantee).
2. Grantee shall have the right to trim, cut down, and remove from the Easement Area, at any time or times and using safe and generally accepted arboricultural practices, trees, limbs, undergrowth, other vegetation, and obstructions.
3. Grantee shall have the right to trim, cut down, and remove from the Property, at any time or times and using safe and generally accepted arboricultural practices, dead, diseased, weak, dying, or leaning trees or limbs, which, in the opinion of Grantee, might fall upon the Easement Area or interfere with the safe and reliable operation of the Facilities.
4. Grantee shall have the right to install necessary guy wires and anchors extending beyond the boundaries of the Easement Area.
5. Grantee shall have the right to relocate the Facilities and Easement Area on the Property to conform to any future highway or street relocation, widening, or alterations.
6. Grantor shall not place, or permit the placement of, any structures, improvements, facilities, or obstructions, within or adjacent to the Easement Area, which may interfere with the exercise of the rights granted herein to Grantee. Grantee shall have the right to remove any such structure, improvement, facility, or obstruction at the expense of Grantor.
7. Excluding the removal of vegetation, structures, improvements, facilities, and obstructions as provided herein, Grantee shall promptly repair or cause to be repaired any physical damage to the surface area of the Easement Area and Property resulting from the exercise of the rights granted herein to Grantee. Such repair shall be to a condition which is reasonably close to the condition prior to the damage, and shall only be to the extent such damage was caused by Grantee or its contractors or employees.
8. Notwithstanding anything to the contrary above, the general location of the Facilities is shown on the sketch attached hereto as **Exhibit A** and incorporated herein by reference. The final and definitive location of the Easement Area shall become established by and upon the final installation and erection of the Facilities by Grantee in substantial compliance with Exhibit A.

9. All other rights and privileges reasonably necessary, in Grantee's sole discretion, for the safe, reliable, and efficient installation, operation, and maintenance of the Facilities.

The terms Grantor and Grantee shall include the respective heirs, successors, and assigns of Grantor and Grantee. The failure of Grantee to exercise or continue to exercise or enforce any of the rights herein granted shall not be construed as a waiver or abandonment of the right thereafter at any time, or from time to time, to exercise any and all such rights.

TO HAVE AND TO HOLD said rights, privilege, and easement unto Grantee, its successors, licensees, and assigns, forever. Grantor warrants and covenants that Grantor has the full right and authority to convey to Grantee this perpetual Easement, and that Grantee shall have quiet and peaceful possession, use and enjoyment of the same.

of _____, 2022.

TOWN OF WESTFIELD
an Indiana limited partnership

Signed Name

Printed Name

Title

STATE OF INDIANA)
) ss:
COUNTY OF _____)

This certificate relates to an acknowledgment in connection with which, no oath or affirmation was administered to the document signer.

The foregoing instrument was acknowledged before me, a notary public in the county and state written above this _____ day of _____, 2022 by _____, as _____ of TOWN OF WESTFIELD, a(n) limited partnership, organized under the laws of Indiana, on behalf of such limited partnership.

WITNESS my hand and official seal dated _____, 2022.

SEAL:

Signed: _____

Printed or Typed Name: _____

Commission Expires: _____

My County of Residence: _____

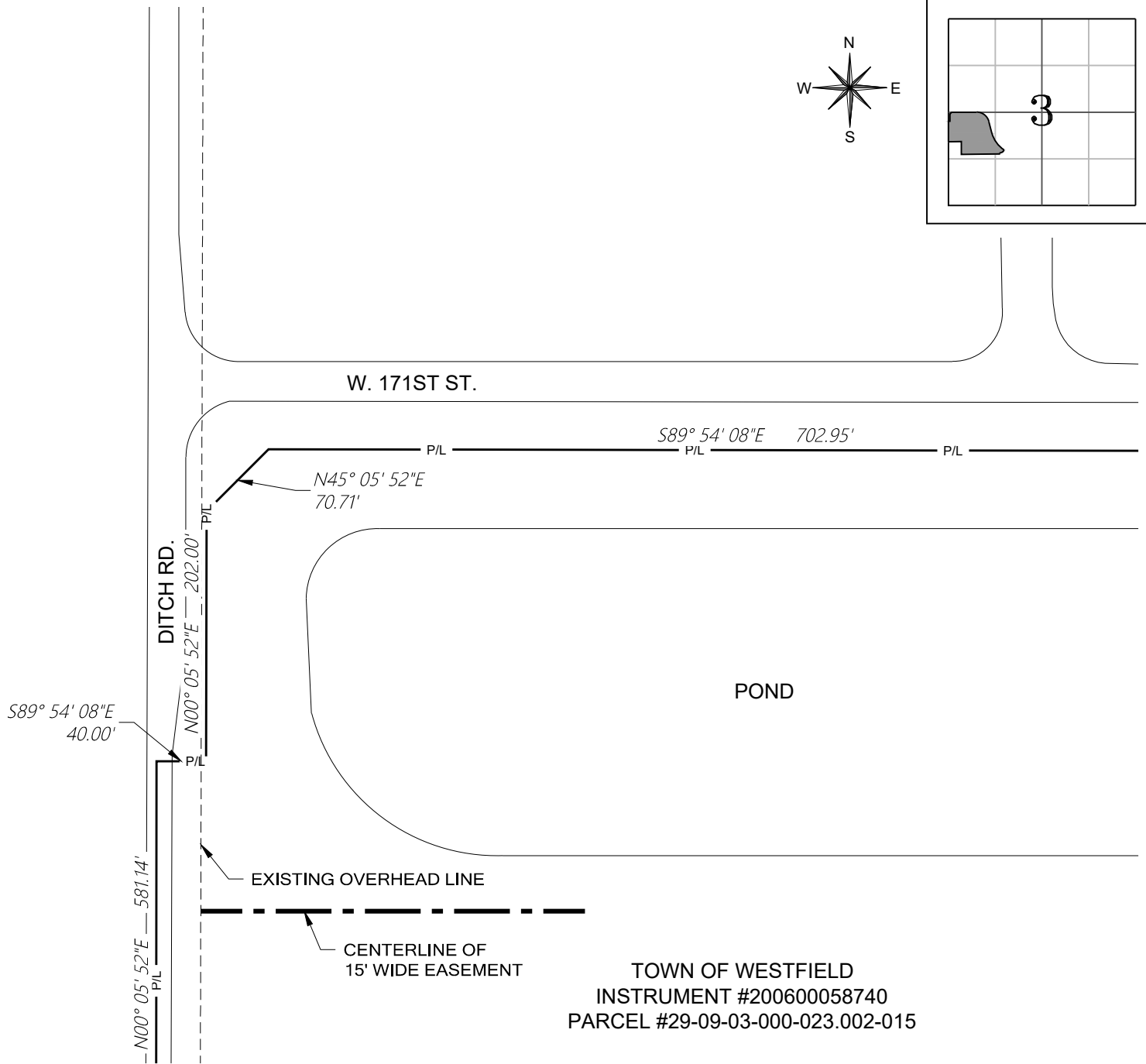
My Commission Number: _____

This instrument prepared by Ariane Johnson, Attorney-at-Law, 1000 E. Main St, Plainfield, IN 46168.

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

For Grantee's Internal Use:
Work Order #: 45156868

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 #200600058740
AND SITE IMPROVEMENTS FROM GIS DATA

TOWN OF WESTFIELD
INSTRUMENT #200600058740
PARCEL #29-09-03-000-023.002-015

HAMILTON COUNTY, INDIANA

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



DR. JP	EXHIBIT MAP OF: EASEMENT	
CK. GW	LOCATION 17001 DITCH RD., WESTFIELD, IN	
DATE 06/02/2022	EXHIBIT MAP FOR: TOWN OF WESTFIELD	EXHIBIT 'A'
		WO #45156868

DEDICATION OF PUBLIC RIGHT OF WAY

THIS INDENTURE WITNESSETH: That TMC Westfield LLC, an Indiana Limited Liability Company ("Grantor"), hereby gives and dedicates to the City of Westfield (hereinafter "Grantee"), for public right-of-way purposes only, the real estate situated in Hamilton County, Indiana, and described in Exhibit "A" attached hereto and made a part hereof.

This dedication is made subject to all existing easements and right-of-ways.

This conveyance of real estate is not subject to Indiana gross income tax.

15th IN WITNESS WHEREOF, Grantor has executed this Dedication as of the day of June, 2022.

GRANTOR:

TMC WESTFIELD LLC, an Indiana limited liability company

By: TMC MANAGERS INC., an Indiana corporation, its Manager

By:

Christine Daumeyer
Christine Daumeyer, President

STATE OF INDIANA)

) SS:

COUNTY OF HAMILTON)

Before me, a Notary Public in and for said County and State, personally appeared Christine Daumeyer, President of TMC Managers Inc., an Indiana corporation, Manager of TMC Westfield LLC, an Indiana limited liability company, who acknowledged her authority and the execution of the foregoing Dedication of Public Right-of-Way for and on behalf of said company.

WITNESS my hand and Notarial Seal this 15th day of June, 2022.

My Commission Expires:

1/21/23

Brenda S. Bryant
NOTARY PUBLIC, A resident of Hendricks
County, Indiana
Printed: Brenda S. Bryant



ACCEPTANCE

WHEREAS, the foregoing Grantor has this day filed with the City of Westfield Indiana, its dedication of certain real estate for the purpose of establishing City rights-of-way, which Dedication is hereinabove set forth:

AND WHEREAS, the City of Westfield, is of the opinion that said Dedication is desirable and necessary.

NOW THEREFORE, said City of Westfield, under and by virtue of the power conferred upon it by statutes of the State of Indiana, for and on behalf of the City, accepts said Dedication for the purpose of public rights-of-way, and orders that the Instrument of Dedication be recorded in the Recorder's Office of the County of Hamilton, State of Indiana, and said described real estate is hereby declared open and dedicated.

WESTFIELD BOARD OF PUBLIC WORKS AND SAFETY

Voting For

Voting Against

Abstain

J. Andrew Cook

J. Andrew Cook

J. Andrew Cook

Larry Clarino

Larry Clarino

Larry Clarino

Jim Ake

Jim Ake

Jim Ake

ATTEST:

Patricia Leuteritz, Public Works Administrator

This document prepared by
Brian J. Zaiger, Esq.
KRIEG DEVAULT, LLP
(317) 238-6266

EXHIBIT "A"

RIGHT-OF-WAY DESCRIPTION

A portion of the property of TMC Westfield LLC

A part of Instrument Number 2021044331

A part of the North Half of the Southwest Quarter of Section 1, Township 18 North, Range 3 East of the Second Principal Meridian, Washington Township, Hamilton County, Indiana, more particularly described as follows:

Commencing at the Southwest Corner of the North Half of the Southwest Quarter of said Section 1, Township 18 North, Range 3 East; thence North 87 degrees 22 minutes 46 seconds East (Basis of Bearings: Indiana State Plane, East Zone, NAD 83) 1912.53 feet along the South Line of said North Half to the southerly extension of the eastern right-of-way line of Westfield Park Road (recorded as Instrument Number 91-19716 in the Office of the Recorder of Hamilton County, Indiana); thence North 00 degrees 05 minutes 50 seconds East 60.07 feet along said southerly extension and said eastern right-of-way line to a point lying 35.00 feet (measured northerly in a perpendicular direction) from the northern right-of-way line of East 169th Street (recorded as Instrument Number 91-19716 in said Recorder's Office), being the POINT OF BEGINNING of this description; thence continue North 00 degrees 05 minutes 50 seconds East 349.48 feet along said eastern right-of-way line and the western boundary line of the 2.629-acre tract of land granted to TMC Westfield LLC ("TMC tract") (recorded as Instrument Number 2021044331 in said Recorder's Office) to the northwestern corner thereof; thence North 87 degrees 22 minutes 46 seconds East 4.51 feet along the northern boundary line of said TMC tract to a point lying 4.50 feet (measured easterly in a perpendicular direction) from said eastern right-of-way line; thence South 00 degrees 05 minutes 50 seconds West 349.48 feet parallel with said eastern right-of-way line to a point lying 35.00 feet (measured northerly in a perpendicular direction) from said northern right-of-way line of East 169th Street; thence South 87 degrees 22 minutes 46 seconds West 4.51 feet parallel with said northern right-of-way line to the POINT OF BEGINNING, containing 1,572.6 square feet (0.036 acres), more or less.



This description was prepared for TM Crowley & Associates by Donald R. Mosson, Indiana Registered Land Surveyor No. 9600013 on the 13th day of June, 2022.

PREPARED FOR: TM CROWLEY & ASSOCIATES 501 PENNSYLVANIA PARKWAY, SUITE 160 CARMEL, INDIANA 46280		
PREPARED BY: DONALD R. MOSSON CENTRAL STATES CONSULTING, LLC P.O. BOX 4 13 WEST PEARL STREET NORTH SALEM, INDIANA 46165 PHONE: 317-858-8662 FAX: 317-342-2857		
	ADDITIONAL R/W EXHIBIT "A" 16915 WESTFIELD PARK ROAD WESTFIELD, INDIANA	
	DATE: 06-13-2022	PROJECT NUMBER 20-132
	DWN. BY: JLM	
	CHKD. BY: ORM	
SCALE: 1" = 60'	SHEET 1 OF 2	

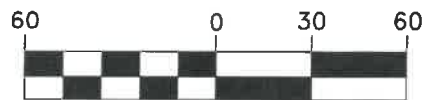
EXHIBIT "B"



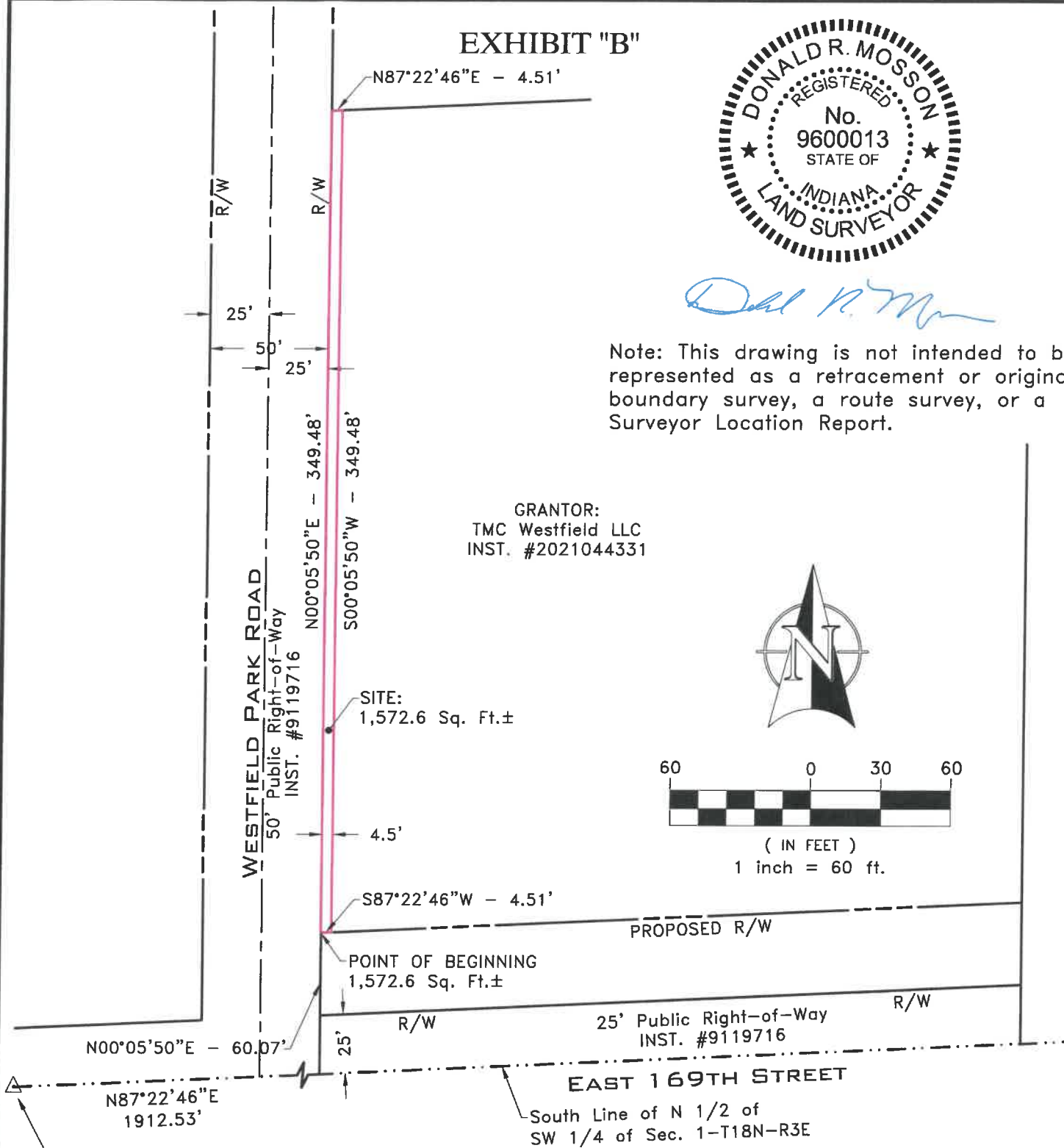
Donald R. Mosson

Note: This drawing is not intended to be represented as a retracement or original boundary survey, a route survey, or a Surveyor Location Report.

GRANTOR:
TMC Westfield LLC
INST. #2021044331



(IN FEET)
1 inch = 60 ft.



PREPARED FOR:

TM CROWLEY & ASSOCIATES
501 PENNSYLVANIA PARKWAY, SUITE 160
CARMEL, INDIANA 46280

PREPARED BY:

DONALD R. MOSSON
CENTRAL STATES CONSULTING, LLC
P.O. BOX 4
13 WEST PEARL STREET
NORTH SALEM, INDIANA 46165
PHONE: 317-858-8662 FAX: 317-342-2857



ADDITIONAL R/W
EXHIBIT "B"
16915 WESTFIELD PARK ROAD
WESTFIELD, INDIANA

DATE: 06-13-2022
DWN. BY: JLM
CHKD. BY: DRM
SCALE: 1" = 60'

PROJECT NUMBER
20-132

SHEET 2 OF 2

DEDICATION OF PUBLIC RIGHT OF WAY

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This dedication is made subject to all existing easements and right-of-ways.

This conveyance of real estate is not subject to Indiana gross income tax.

15th IN WITNESS WHEREOF, Grantor has executed this Dedication as of the
day of June, 2022.

GRANTOR:

TMC WESTFIELD LLC, an Indiana limited liability company

By: TMC MANAGERS INC., an Indiana corporation, its Manager

By: Christine Daumeier
Christine Daumeier, President

STATE OF INDIANA)
) SS:
COUNTY OF HAMILTON)

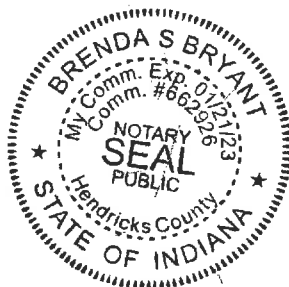
Before me, a Notary Public in and for said County and State, personally appeared Christine Daumeyer, President of TMC Managers Inc., an Indiana corporation, Manager of TMC Westfield LLC, an Indiana limited liability company, who acknowledged her authority and the execution of the foregoing Dedication of Public Right-of-Way for and on behalf of said company.

WITNESS my hand and Notarial Seal this 15th day of June, 2022.

My Commission Expires:

1 | 2 | 23

Brenda S. Bryant
NOTARY PUBLIC, A resident of Hendricks
County, Indiana
Printed: Brenda S. Bryant



ACCEPTANCE

WHEREAS, the foregoing Grantor has this day filed with the City of Westfield Indiana, its dedication of certain real estate for the purpose of establishing City rights-of-way, which Dedication is hereinabove set forth:

AND WHEREAS, the City of Westfield, is of the opinion that said Dedication is desirable and necessary.

NOW THEREFORE, said City of Westfield, under and by virtue of the power conferred upon it by statutes of the State of Indiana, for and on behalf of the City, accepts said Dedication for the purpose of public rights-of-way, and orders that the Instrument of Dedication be recorded in the Recorder's Office of the County of Hamilton, State of Indiana, and said described real estate is hereby declared open and dedicated.

WESTFIELD BOARD OF PUBLIC WORKS AND SAFETY

Voting For

Voting Against

Abstain

J. Andrew Cook

J. Andrew Cook

J. Andrew Cook

Larry Clarino

Larry Clarino

Larry Clarino

Jim Ake

Jim Ake

Jim Ake

ATTEST:

Patricia Leuteritz, Public Works Administrator

This document prepared by
Brian J. Zaiger, Esq.
KRIEG DEVAULT, LLP
(317) 238-6266

EXHIBIT "A"

RIGHT-OF-WAY DESCRIPTION

A portion of the property of TMC Westfield LLC
A part of Instrument Number 2021044331

A part of the North Half of the Southwest Quarter of Section 1, Township 18 North, Range 3 East of the Second Principal Meridian, Washington Township, Hamilton County, Indiana, more particularly described as follows:

Commencing at the Southwest Corner of the North Half of the Southwest Quarter of said Section 1, Township 18 North, Range 3 East; thence North 87 degrees 22 minutes 46 seconds East (Basis of Bearings: Indiana State Plane, East Zone, NAD 83) 1912.53 feet along the South Line of said North Half to the southerly extension of the eastern right-of-way line of Westfield Park Road (recorded as Instrument Number 91-19716 in the Office of the Recorder of Hamilton County, Indiana); thence North 00 degrees 05 minutes 50 seconds East 25.03 feet along said southerly extension to the southwestern corner of the 2.629-acre tract of land granted to TMC Westfield LLC ("TMC tract") (recorded as Instrument Number 2021044331 in said Recorder's Office) on the northern right-of-way line of East 169th Street (recorded as Instrument Number 91-19716 in said Recorder's Office) and the POINT OF BEGINNING of this description; thence continue North 00 degrees 05 minutes 50 seconds East 35.04 feet along said eastern right-of-way line and the western boundary line of said TMC tract to a point lying 35.00 feet (measured northerly in a perpendicular direction) from said northern right-of-way line; thence North 87 degrees 22 minutes 46 seconds East 298.43 feet parallel with said northern right-of-way line to the western boundary line of said TMC tract; thence South 00 degrees 00 minutes 44 seconds East 35.04 feet along said western boundary line the southeastern corner thereof on said northern right-of-way line; thence South 87 degrees 22 minutes 46 seconds West 298.49 feet along said northern right-of-way line coincident with the southern boundary line of said TMC tract to the POINT OF BEGINNING, containing 10,446.1 square feet (0.240 acres), more or less.



This description was prepared for TM Crowley & Associates by Donald R. Mosson, Indiana Registered Land Surveyor No. 9600013 on the 13th day of June, 2022.

PREPARED FOR: TM CROWLEY & ASSOCIATES 501 PENNSYLVANIA PARKWAY, SUITE 160 CARMEL, INDIANA 46280		
PREPARED BY: DONALD R. MOSSON CENTRAL STATES CONSULTING, LLC P.O. BOX 4 13 WEST PEARL STREET NORTH SALEM, INDIANA 46165 PHONE: 317-858-8662 FAX: 317-342-2857		
 SURVEYING & LAND PLANNING	ADDITIONAL R/W EXHIBIT "A" 16915 WESTFIELD PARK ROAD WESTFIELD, INDIANA	
	DATE: 06-13-2022	PROJECT NUMBER: 20-132
	DWN. BY: JLM	
	CHKD. BY: ORM	
SCALE: 1" = 60'	SHEET 1 OF 2	

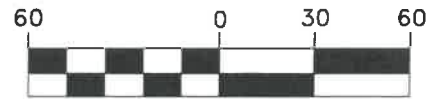
EXHIBIT "B"



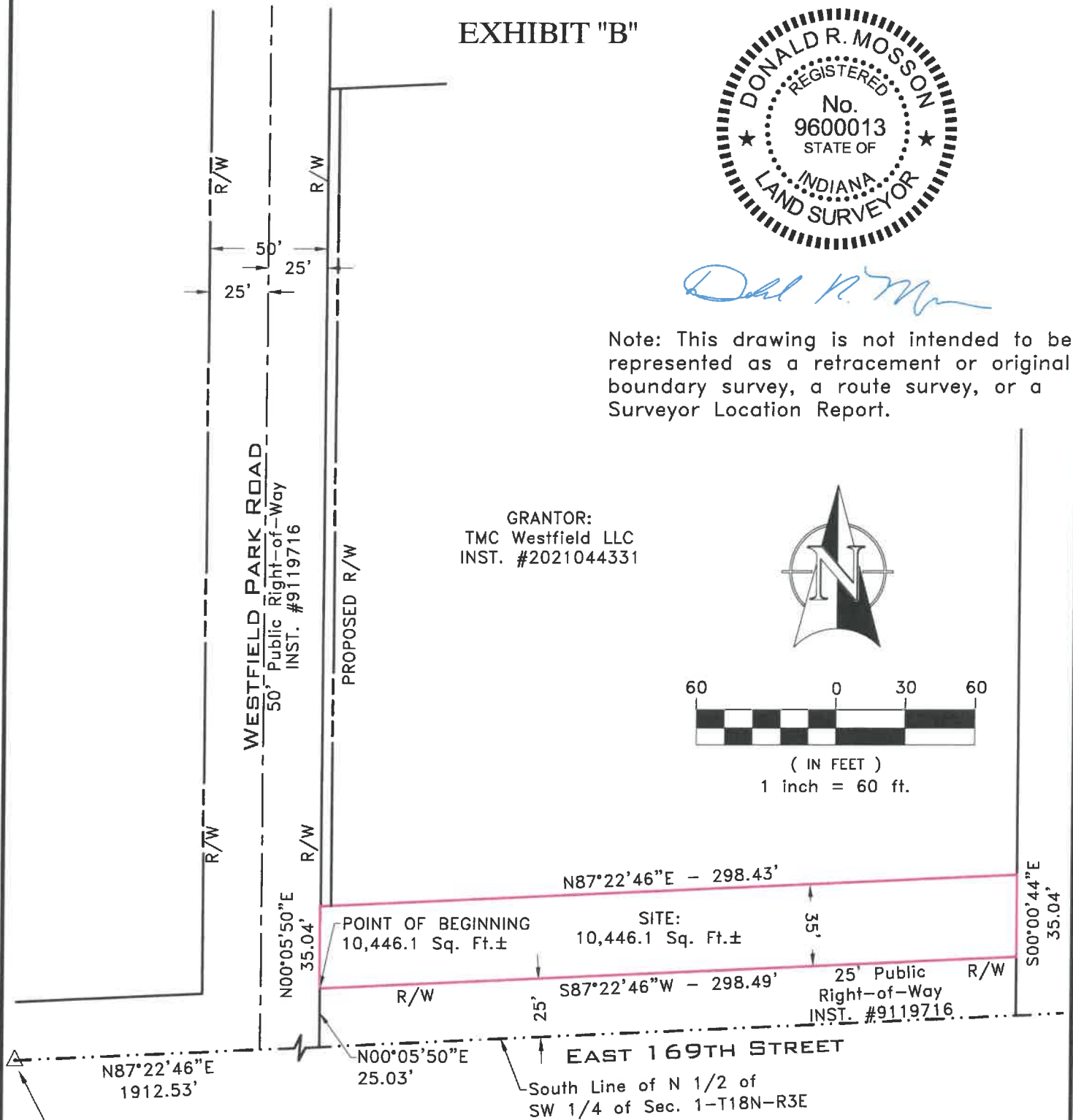
Donald R. Mosson

Note: This drawing is not intended to be represented as a retracement or original boundary survey, a route survey, or a Surveyor Location Report.

GRANTOR:
TMC Westfield LLC
INST. #2021044331



(IN FEET)
1 inch = 60 ft.



PREPARED FOR:

TM CROWLEY & ASSOCIATES
501 PENNSYLVANIA PARKWAY, SUITE 160
CARMEL, INDIANA 46280

PREPARED BY:

DONALD R. MOSSON
CENTRAL STATES CONSULTING, LLC
P.O. BOX 4
13 WEST PEARL STREET
NORTH SALEM, INDIANA 46165
PHONE: 317-858-8662 FAX: 317-342-2857



ADDITIONAL R/W
EXHIBIT "B"
16915 WESTFIELD PARK ROAD
WESTFIELD, INDIANA

DATE: 06-13-2022
DWN BY: JLM
CHKD BY: DRM
SCALE: 1" = 60'

PROJECT NUMBER
20-132
SHEET 2 OF 2

BONTERRA DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (“**Agreement**”), dated as of June 9, 2022, is entered into by and among the CITY OF WESTFIELD, INDIANA (the “**City**”), and M/I HOMES OF INDIANA, LP an Indiana limited partnership (the “**Developer**”) (collectively the City and Developer shall be referred as “**Parties**”).

RECITALS

1. The Developer has proposed to extend a sanitary sewer main (the “**Project**”) across the Midland Trace Trail (“the **Trail**”) and related real estate as more particularly described on Exhibit A attached hereto (the “**Project Site**”), which is owned by the City. Completion of the Project will require temporary closure of the Trail (the “**Closure**”) and reconstruction and/or restoration of a portion of the Trail.

2. The City is willing to permit the development of the Project under certain conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the promises and mutual obligations and covenants of the parties hereto contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Developer and the City agree as follows:

ARTICLE I **Term**

This Agreement shall be effective on the date set forth in the first paragraph of this Agreement. This Agreement will terminate at the end of the 21st day following the Closure or upon completion of the Project, whichever occurs first.

ARTICLE II **Covenants of Parties**

- 2.1 City shall permit Developer to open cut the Trail to install a sanitary sewer main as approved by the City at the sole cost of Developer.
- 2.2 Developer shall enclose the excavation area of the Project with a 6’ minimum height chain link construction fence.
- 2.3 Developer shall provide a pedestrian detour route in substantial compliance with the route identified in Exhibit B, attached hereto, with detour route signage consistent with the style of signage identified in Exhibit C, attached hereto.
- 2.4 Developer shall restore the Trail within the excavation limits with 3” HMA on 6”

compacted aggregate on structural backfill compacted to 95% max density.

- 2.5 The Closure shall be limited to 21 calendar days; however, Developer shall use its best efforts to further limit the days of Closure.
- 2.6 Developer shall contribute \$30,000.00 to the Westfield Park Impact Fee Fund for additional restoration and beautification of the Midland Trace Trail and other trail or park facilities.
- 2.7 Developer shall comply in all material respects with (and shall cooperate with the City to enable the City to comply in all material respects with) statutes, regulations and rules applicable to the Project.

ARTICLE III **Miscellaneous**

- 3.1 **Assignment.** The rights and obligations contained in this Agreement may be assigned by the Developer to a related or affiliated entity with the express prior written consent of each of the City. Developer expressly acknowledges that this Agreement touches and concerns the Project and is, except as provided otherwise herein, binding upon and enforceable against the Developer, its respective successors and assigns and all persons claiming under or through the Developer collectively or individually.
- 3.2 **Amendments.** No modification or amendment of any provision of this Agreement shall be effective unless made in writing and duly executed by the City and the Developer.
- 3.3 **Disclaimer of Relationship.** Nothing contained in this Agreement, nor any act of the City or of the Developer, or of any other person, shall be deemed or construed by any person to create any relationship of third party beneficiary, employer and employee, principal and agent, limited or general partners or joint ventures. The Developer is and will remain an “independent contractor” with respect to performance under this Agreement. The Developer is responsible for and shall pay all amounts and benefits owing to or for the account of its employees, if any, including unemployment compensation, FICA, retirement, life and medical insurance and worker’s compensation insurance.
- 3.4 **Survival of Covenants, Etc.** All representations, warranties, covenants and agreements made by the City and the Developer in this Agreement shall survive the execution of this Agreement and the completion of the Project. No other person is entitled to rely upon any such representations, warranties, covenants and agreements.

this Agreement or consent to any departure by the Developer or the City therefrom shall be effective unless the same shall be in writing, signed on behalf of the City or the Developer by a duly authorized officer thereof, and the same shall be effective only in the specific instance for which it is given. No notice to or demand on the City or the Developer shall entitle the City or the Developer to any other or further notices or demands in similar or other circumstances, or constitute a waiver of any of the City's or the Developer's right to take other or further action in any circumstances without notice or demand.

- 3.9 **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original for all purposes and each of which shall constitute one and the same.
- 3.10 **Binding of Successors, Assigns.** Subject to the further provisions of this Agreement, the terms and provisions of this Agreement shall be binding upon and inure to the benefit of the City and the Developer and their respective successors and assigns.
- 3.11 **Further Assurances.** Subject to the further provisions of this Agreement, the Developer and the City shall, at such party's expense, upon request of the other such party, duly execute and deliver, or cause to be executed and delivered, such further instruments and perform or cause to be performed such further acts as may be reasonably necessary or proper in the reasonable opinion of the City or the Developer to carry out the provisions and purposes of this Agreement.
- 3.12 **Severability.** The invalidity, illegality, or unenforceability of any one or more of the terms and conditions of this Agreement shall not affect the validity, legality, or enforceability of the remaining terms and conditions hereof. All Exhibits to this Agreement are attached hereto and incorporated herein by reference. Time is of the essence in this Agreement. If any provision of this Agreement or application to any party or circumstances shall be determined by any court of competent jurisdiction to be invalid and unenforceable to any extent, then the remainder of this Agreement or the application of such provision to such person or circumstances, other than those as to which it is so determined invalid or unenforceable, shall not be affected thereby, and each provision hereof shall be valid and shall be enforced to the fullest extent permitted by law; provided that, in lieu of such invalid or unenforceable provision, there will be added to this Agreement a provision as similar to the invalid or unenforceable provision as is possible to reflect the intent of the parties and still be valid and enforceable. The captions in this Agreement are inserted only as a matter of convenience and for reference and in no way define, limit, or describe the scope of this Agreement or the scope or content of any of its provisions. Nothing contained in this Agreement shall be construed to create a partnership or joint venture between the Developer and the City or their successors in interest. Unless otherwise specified, in computing any period of time described herein, the day of the act or event after which the designated period of time begins to run is not to be included and the last

day of the period so computed is to be included, unless such last day is a Saturday, Sunday or legal holiday for national banks in the location where the Project Site is located, in which event the period shall run until the end of the next day which is neither a Saturday, Sunday, or legal holiday.

3.13 **Headings.** The headings of the articles, sections and paragraphs used in this Agreement are for convenience only and shall not be read or construed to affect the meaning or construction of any provision.

4.14 **Entire Agreement.** Except as otherwise expressly provided herein, this Agreement constitutes the entire agreement by and between the City and the Developer and supersedes all prior agreements, written or verbal, between the City and the Developer pertaining to the Project. No statements, promises or agreements whatsoever, in writing or verbally, in conflict with the terms of this Agreement have been made by the City or the Developer that in any way modify, vary, alter, enlarge or invalidate any of the provisions and obligations of this Agreement.

3.15 **No Third Party Beneficiaries.** There are no third-party beneficiaries of this Agreement.

3.16 **Indemnification.**

(a) **Developer Indemnification.** The Developer will pay, and protect, indemnify and save the City (including members, directors, officials, officers, agents, attorneys and employees thereof) harmless from and against, all liabilities, losses, damages, costs, expenses (including attorneys' fees and expenses of the City), causes of actions, suits, claims, demands and judgments of any nature arising from or relating to:

(i) Violation by the Developer of any agreement or condition of this Agreement;

(ii) Violation of any contract, agreement or restriction by the Developer relating to the Project, or any part thereof, in connection with the implementation of or effectuation of this Agreement;

(iii) Violation of any law, ordinance or regulation by the Developer arising out of the ownership, occupancy or use of the Project, or a part thereof;

(iv) Any act, failure to act, or misrepresentation by the Developer, or any of the Developer's agents, contractors, servants, employees or licensees related to this Agreement; and

(b) **City Indemnification.** To the extent permitted by law, the City will pay, and protect, indemnify and save the Developer (including members,

directors, officials, officers, agents, attorneys and employees thereof) harmless from and against, all liabilities, losses, damages, costs, expenses (including attorneys' fees and expenses of the Developer), causes of actions, suits, claims, demands and judgments of any nature arising from or relating to:

- (i) Violation by the City or other City Party of any agreement or condition of this Agreement;
- (ii) Violation of any contract, agreement or restriction by the City relating to the Project, or any part thereof, in connection with the implementation of or effectuation of this Agreement;
- (iii) Any act, failure to act, or misrepresentation by the City, or any of the City's agents, contractors, servants, employees or licensees related to this Agreement;

3.17 **Force Majeure.** Notwithstanding anything to the contrary set forth herein, each party shall be excused for any failure or delay in performing any of its obligations under this Agreement, if such failure or delay is caused by an event of Force Majeure. "Force Majeure" means any act of God; any accident (including equipment failure, electricity outage for extended periods of time, destruction or damage to equipment not caused by the party relying upon such circumstance or event); any explosion; any fire, flood, ice, earthquake, lightning, tornado, hurricane or other severe weather condition or calamity; any civil disturbance, labor dispute or labor or material shortage; any sabotage or act (or specific, imminent threatened act) of terrorism; any act of a public enemy, uprising, insurrection, civil unrest, war or rebellion; any action or restraint by court order or public or governmental authority or lawfully established civilian authorities; a material adverse change in the national financial economic situation in the United States; or any other circumstance or event beyond the reasonable control of the party relying upon such circumstance or event. Each party shall diligently make efforts to perform any obligations delayed under this Section 3.17, immediately upon the event of Force Majeure no longer preventing such obligation from being performed, then: (a) the party asserting Force Majeure shall deliver written notice to the other party; (b) such observation, performance, or satisfaction shall be excused for the period of days that such observation, performance, or satisfaction is delayed or prevented; and (c) the deadlines for observation, performance, and satisfaction, as applicable, shall be extended for the same period.

3.18 **Interpretation.** Unless the context requires otherwise, (i) the singular includes the plural and vice versa, (ii) RECITALS and EXHIBITS form a part of this Agreement, (iii) any reference in this Agreement to any particular Article, Section, subsection, RECITAL or EXHIBIT shall be deemed to refer to an Article, Section or RECITAL of, or EXHIBIT to, this Agreement, (iv) the word "including" or any variation thereof means "including, without limitation" and shall not be construed

to limit any general statement that it follows to the specific or similar items or matters immediately following it, and (v) where a term is defined, another part of speech or grammatical form of that term shall have a corresponding meaning.

Effective Date. Notwithstanding anything herein to the contrary, this Agreement shall not be effective until all parties hereto have executed this Agreement.

* * *

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed on or as of the day and year first above written.

"DEVELOPER"

M/I HOMES OF INDIANA, LP
an Indiana limited liability partnership

By: _____

Printed: _____

Title: DIRECTOR OF LAND DEVELOPMENT

STATE OF INDIANA)
) SS:
COUNTY OF Marion)

Before me, a Notary Public in and for the State of Indiana, personally appeared Matt Howard, the Director of Land of M/I Homes of Indiana, who, being first duly sworn, acknowledged the execution of the foregoing Agreement for and on behalf of said limited liability company.

Witness my hand and Notarial Seal this 9th day of June, 2022.

My Commission Expires:

4/19/23

My County of Residence:

Hamilton

David Funkhouser
NOTARY PUBLIC

David Funkhouser
Printed



“CITY”

CITY OF WESTFIELD

By: _____

STATE OF INDIANA)
)SS:
COUNTY OF HAMILTON)

Before me, a Notary Public in and for the State of Indiana, personally appeared. _____, the _____ of the City of Westfield, Indiana, who, being first duly sworn, acknowledged the execution of the foregoing Agreement for and on behalf of the City of Westfield, Indiana.

Witness my hand and Notarial Seal this _____ day of _____, 2022.

My Commission Expires:

My County of Residence:

NOTARY PUBLIC

Printed

This instrument prepared by Matthew S. Skelton, Church Church Hittle + Antrim, Two North Ninth Street, Noblesville, Indiana, 46060.

I affirm, under penalties for perjury, that I have taken reasonable care to redact each social security number in this document, unless required by law. *Matthew S. Skelton.*

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.
- You may pay by credit card or check. If you wish to pay by credit card, please call (317) 804-3150; there is a 3% fee to pay by credit card. If you prefer to pay with a check, please make the check payable to: City of Westfield, and send to the City Services Center at 2728 East 171st Street, Westfield, IN 46074.

For Office Use Only

Permit Number _____
Expires _____
Permit Fee _____
Fee Waived _____

Application Date: _____ Estimated Completion Date: _____

Work Address: _____ Subdivision: _____

Name of Contractor/Utility: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Fax: _____

Email: _____

Name of Sub-Contractor: _____

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: _____

**Please contact Austin Foley at 317-753-9712 twenty-four 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: _____ Length: _____ # of Lanes: _____ # of Lanes to be Closed: _____ # of Hours Closed: _____

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

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:_____ Title:_____

Printed Name:_____ Date:_____

Company Name:_____ Phone Number:_____

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

- 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.
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- You may pay by credit card or check. If you wish to pay by credit card, please call (317) 804-3150; there is a 3% fee to pay by credit card. If you prefer to pay with a check, please make the check payable to: City of Westfield, and send to the City Services Center at 2728 East 171st Street, Westfield, IN 46074.

For Office Use Only

Permit Number _____
Expires _____
Permit Fee _____
Fee Waived _____

Application Date: _____ Estimated Completion Date: _____

Work Address: _____ Subdivision: _____

Name of Contractor/Utility: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Fax: _____

Email: _____

Name of Sub-Contractor: _____

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: _____

**Please contact Austin Foley at 317-753-9712 twenty-four 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: _____ Length: _____ # of Lanes: _____ # of Lanes to be Closed: _____ # of Hours Closed: _____

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

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.
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- 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.
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- 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.
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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:_____

Printed Name:_____ Date:_____

Company Name:_____ Phone Number:_____

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

- 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.
- You may pay by credit card or check. If you wish to pay by credit card, please call (317) 804-3150; there is a 3% fee to pay by credit card. If you prefer to pay with a check, please make the check payable to: City of Westfield, and send to the City Services Center at 2728 East 171st Street, Westfield, IN 46074.

For Office Use Only

Permit Number _____
Expires _____
Permit Fee _____
Fee Waived _____

Application Date: 06/03/2022 Estimated Completion Date: 06/30/2022
Work Address: 15096 Sullivan Ln, Westfield, IN 46074 Subdivision: _____

Name of Contractor/Utility: Duke Energy

Address: 1000 E. Main St.
City: Plainfield State: IN Zip: 46168
Phone: 317-838-1115 Fax: _____
Email: paige.summers@duke-energy.com

Name of Sub-Contractor: Duke Energy

Address: 100 S. Mill Creek Rd.
City: Noblesville State: IN Zip: 46062
Phone: 317-776-5531 Fax: _____
Email: william.oldham@duke-energy.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: Replacing Pole# HMI-6471- WO# 8632988

**Please contact Austin Foley at 317-753-9712 twenty-four 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: _____ Length: _____ # of Lanes: 1 # of Lanes to be Closed: 0 # of Hours Closed: _____

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

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.
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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.
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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.
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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: Paige Summers

Title: EDA

Printed Name: Paige Summers

Date: 06/03/2022

Company Name: Duke Energy

Phone Number: 317-838-1115

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

OH/UG EQUIPMENT



PROPOSED POLE

EXISTING POLE

REMOVE POLE

REPLACE POLE

PROPOSED SINGLE PHASE OH TRANSFORMER

EXISTING SINGLE PHASE OH TRANSFORMER

REMOVE SINGLE PHASE OH TRANSFORMER

PROPOSED THREE PHASE OH TRANSFORMER

EXISTING THREE PHASE OH TRANSFORMER

REMOVE THREE PHASE OH TRANSFORMER

PROPOSED FUSE

EXISTING FUSE

REMOVE FUSE

REMOVE SOLID BAR

INSTALL SOLID BAR

PROPOSED ANCHOR & GUY

EXISTING ANCHOR & GUY

REMOVE ANCHOR & GUY

PROPOSED SPAN GUY

EXISTING SPAN GUY

REMOVE SPAN GUY

EXISTING FOREIGN OWNED POLE

REMOVE FOREIGN OWNED POLE

PROPOSED FOREIGN OWNED POLE

REPLACE FOREIGN OWNED POLE

EXISTING COMM NODE

PROPOSED COMM NODE

PROPOSED SWITCH

EXISTING SWITCH

REMOVE SWITCH

PROPOSED SWITCH NUMBER

EXISTING SWITCH NUMBER

PROPOSED ARRESTER

EXISTING ARRESTER

REMOVE ARRESTER



PROPOSED RECLOSER

EXISTING RECLOSER

REMOVE RECLOSER

PROPOSED SINGLE PHASE UG TRANSFORMER

EXISTING SINGLE PHASE UG TRANSFORMER

REMOVE SINGLE PHASE UG TRANSFORMER

PROPOSED THREE PHASE UG TRANSFORMER

EXISTING THREE PHASE UG TRANSFORMER

REMOVE THREE PHASE UG TRANSFORMER

PROPOSED UG PULLBOX

REMOVE UG PULLBOX

EXISTING UG PULLBOX

PROPOSED PEDESTAL

REMOVE PEDESTAL

EXISTING PEDESTAL

EXISTING ELBOW

PROPOSED CAPACITOR

EXISTING CAPACITOR

REMOVE CAPACITOR

PROPOSED REGULATOR

EXISTING REGULATOR

REMOVE REGULATOR

PROPOSED STEP TRANSFORMER 10

EXISTING STEP TRANSFORMER 10

REMOVE STEP TRANSFORMER 10

PROPOSED AREA LIGHT

EXISTING AREA LIGHT

REMOVE AREA LIGHT

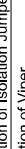
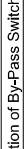
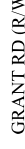
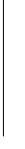
PROPOSED STREET LIGHT

EXISTING STREET LIGHT

REMOVE STREET LIGHT

TREE TRIMMING SYMBOL

OH/UG LINE STYLES



PROPOSED SINGLE PHASE OH PRIMARY

PROPOSED TWO PHASE OH PRIMARY

PROPOSED THREE PHASE OH PRIMARY

EXISTING SINGLE PHASE OH PRIMARY

EXISTING TWO PHASE OH PRIMARY

EXISTING THREE PHASE OH PRIMARY

REMOVE SINGLE PHASE OH PRIMARY

REMOVE TWO PHASE OH PRIMARY

REMOVE THREE PHASE OH PRIMARY

PROPOSED SINGLE PHASE OH SECONDARY

PROPOSED THREE PHASE OH SECONDARY

EXISTING SINGLE PHASE OH SECONDARY

EXISTING THREE PHASE OH SECONDARY

REMOVE SINGLE PHASE OH SECONDARY

REMOVE THREE PHASE OH SECONDARY

EXISTING THREE WIRE OH SERVICE

PROPOSED SINGLE PHASE UG PRIMARY

PROPOSED THREE PHASE UG PRIMARY

EXISTING SINGLE PHASE UG PRIMARY

EXISTING THREE PHASE UG PRIMARY

ABANDON SINGLE PHASE UG PRIMARY

ABANDON THREE PHASE UG PRIMARY

PROPOSED SINGLE PHASE UG SECONDARY

PROPOSED THREE PHASE UG SECONDARY

EXISTING SINGLE PHASE UG SECONDARY

EXISTING THREE PHASE UG SECONDARY

ABANDON SINGLE PHASE UG SECONDARY

ABANDON THREE PHASE UG SECONDARY

PROPOSED CONDUIT

REMOVE CONDUIT

REPLACE CONDUIT

INACTIVE CONDUIT

EXISTING CONDUIT

ABANDON CONDUIT

BUILDING OUTLINE

PROPERTY LINE

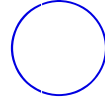
WATER

TWO LANE ROAD

RAILROAD

RIGHT OF WAY LINE

GRANT RD (R/W 50') ROAD WITH RIGHT OF WAY NOTE



DUKE FACILITIES CIRCLED IN BLUE
REQUIRE AN ADDITIONAL EASEMENT

	Normally Open Tie Switch	Normally Closed Point or Point for Load Swaps
Position of By-Pass Switch	OPEN	CLOSED
Position of Isolation Jumper Switch	OPEN	OPEN
Position of Viper	OPEN	OPEN

MISC.



PHASING STICKS

EX. AND TO BE

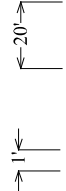
VERA CRUZ 41



SOURCE/LOAD

SOURCE

LOAD



DISTANCE MARKERS

1'

20'

PAGE BREAKS

ROAD PROFILE

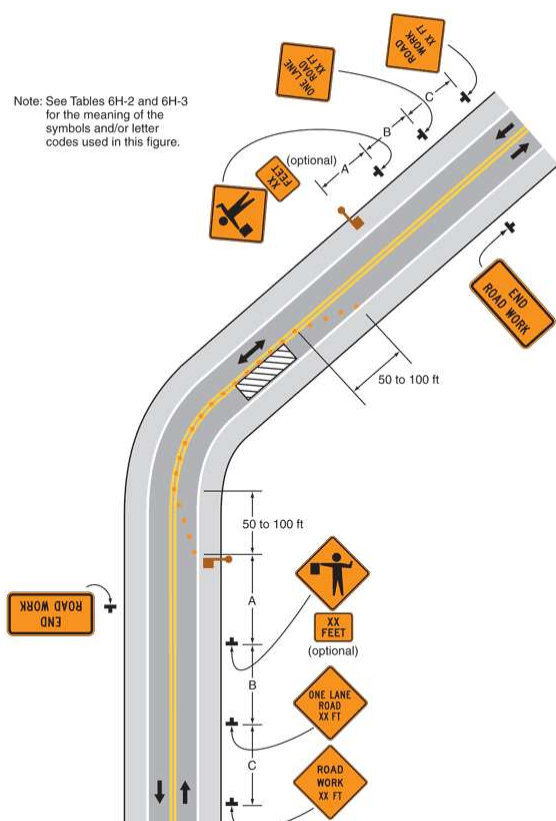


ROAD PROFILE LORELEI DR
LOOKING SOUTH

Manual on Uniform Traffic
Control Devices (MUTCD)[Back to Chapter 6H](#)

2009 Edition Part 6 Figure 6H-10. Lane Closure on a Two-Lane Road Using Flaggers (TA-10)

Figure 6H-10. Lane Closure on a Two-Lane Road Using Flaggers (TA-10)



Typical Application 10

Figure 6H-10. Lane Closure on a Two-Lane Road Using Flaggers (TA-10)

This figure illustrates lane closure on a two-lane road using flaggers. A legend under the figure states that this is Typical Application 10. A note states "See [Tables 6H-2](#) and [6H-3](#) for the meaning of the symbols and/or letter codes used in this figure."

A vertical two-lane roadway is shown, the top half curving to the right. Downward-pointing black arrows in the left lane and upward-pointing black arrows in the right lane denote the direction of travel. The opposing lanes are shown separated by a solid double yellow line. A shoulder is shown to the right of each direction of travel. The shoulders are shown separated from the travel lanes by a solid white line.

At the bottom of the figure and to the right of the shoulder of the right lane, a black inverted "T" is shown denoting a sign. The sign is shown as a diamond-shaped orange sign with a black border and the words "ROAD WORK XX FT" in black. This sign is shown at a dimensioned distance C in advance of another diamond-shaped orange sign with a black border to the right of the right shoulder. It shows the words "ONE LANE ROAD XX FT" in black. This sign is shown at a dimensioned distance B in advance of a sign assembly to the right of the right shoulder. This assembly is shown as composed of a diamond-shaped orange sign with a black border and a black symbol of a flagger above a horizontal rectangular orange supplemental plaque labeled optional with a black border and the distance "XX FEET" in black. This sign assembly is shown at a dimensioned distance A in advance of a red symbol for a flagger, shown on the right shoulder. Beginning where the flagger is shown and at the white line separating the shoulder from the right lane, a series of orange squares, denoting channelizing devices, are shown tapering in to the solid double yellow line separating the opposing traffic lanes. The space between the first channelizing device at the shoulder to the one shown on the solid double yellow line is shown as a dimension of 50 to 100 ft. Beyond this area, the channelizing devices continue along the solid double yellow line as the road is shown curving to the right.

Beyond the curve, the work space is shown in the right lane, represented by a vertical rectangular black and white diagonally striped box. The channelizing devices are shown continuing along the solid double yellow line to a point one device beyond the work space and then tapering back to the right shoulder for a dimensioned distance of 50 to 100 ft. Near the top of the figure, a horizontal rectangular orange sign with a black border is shown to the right of the right shoulder with the words "END ROAD WORK" in black.

At the top of the figure, to the outside of the left lane, the same three diamond-shaped orange signs are shown at the same dimensioned distances in advance of another flagger symbol in advance of the work space. Beyond the work space and roadway curve in the left lane, another End Road Work sign is shown.

[Back to Chapter 6H](#)

USP: RECLOSER AT POLE 074-453
 USP: BREAKER AT WESTFIELD DITCH RD (401) 1293 SUBSTATION
 USP:
 USP:
 USP:



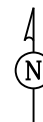
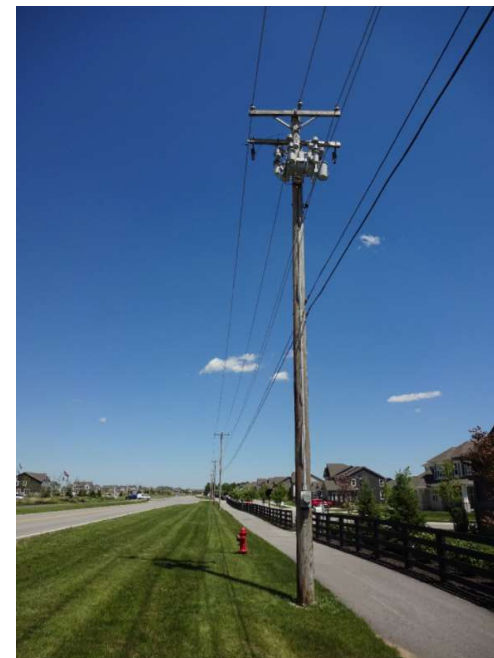
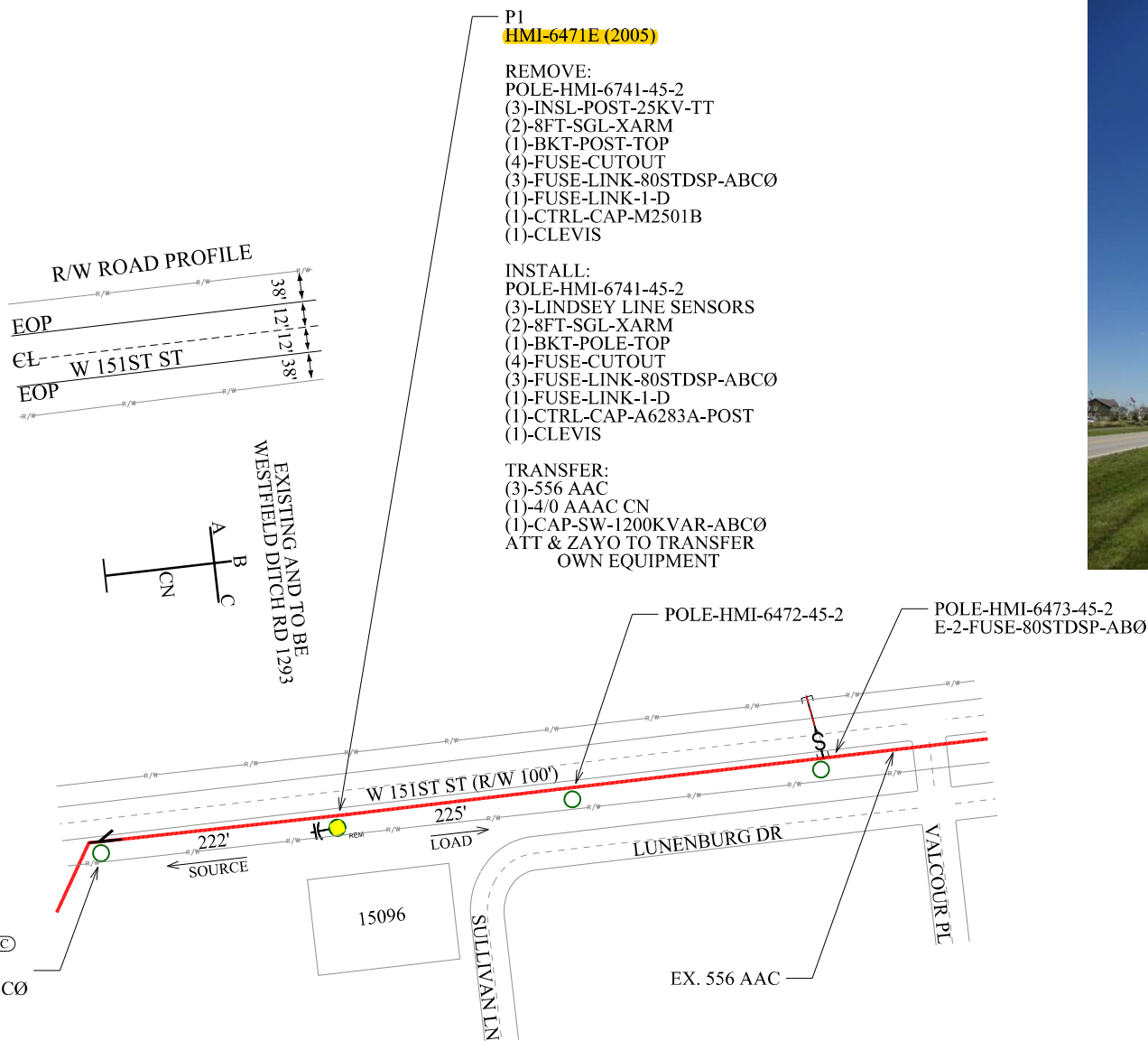
Safety Reminders / Adverse Conditions

?: OBSERVE ALL STANDING ORDERS
 ?: TRAFFIC FLAGGING REQUIRED
 ?:
 ?:



Work Zone General Comments:
2 LANE ROAD
NEAR SIDEWALK
MASSIVE CRACK IN POLE NEAR BASE
(SIDEWALK SIDE)

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.

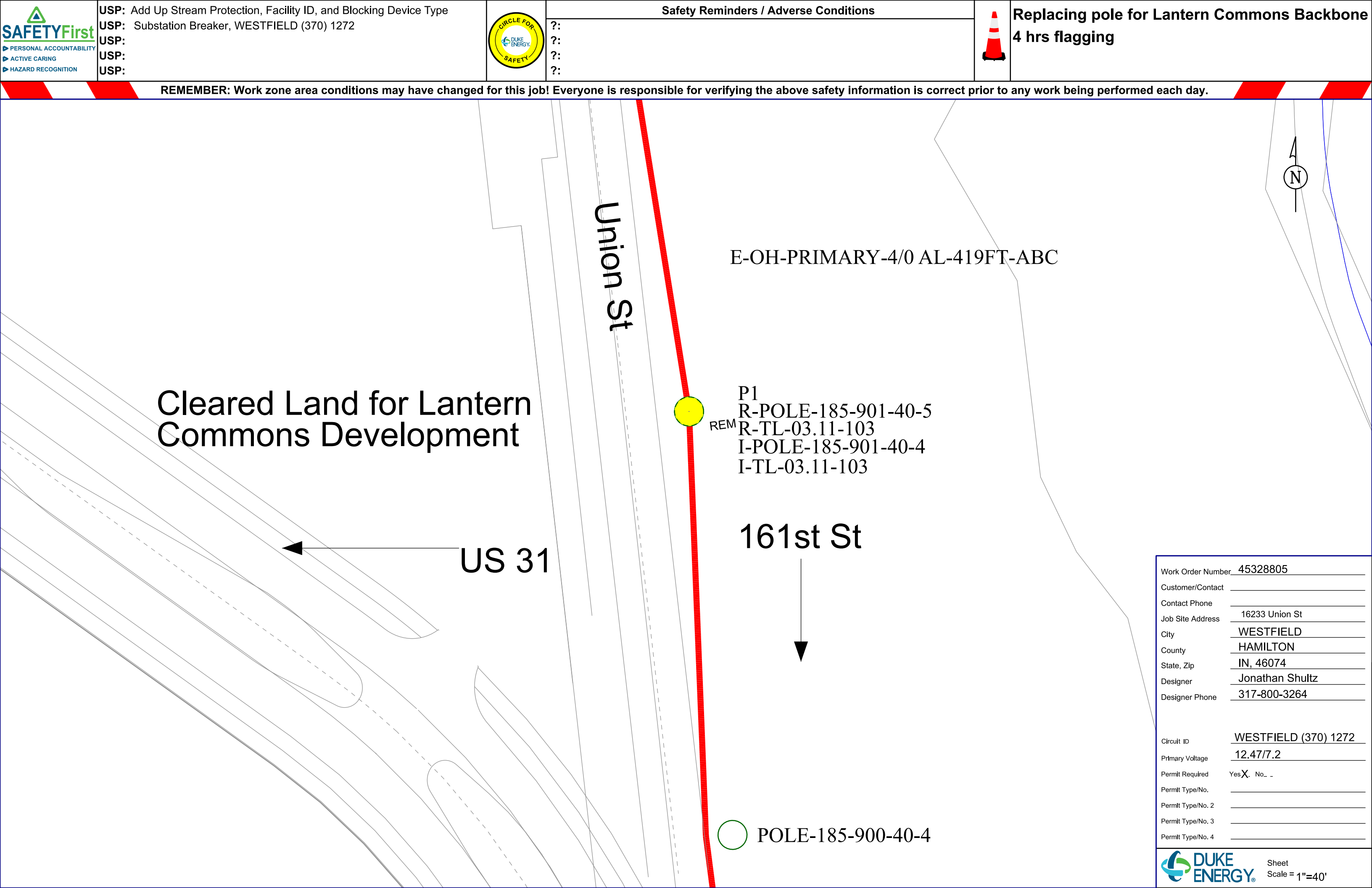


Work Order Number	8632988
Customer/Contact	BRANDEN WESTENBERG
Contact Phone	(513) 287-5630
Job Site Address	15096 SULLIVAN LN
City	WESTFIELD
County	HAMILTON
State, Zip	IN, 46074
Designer	OMAR FARISHTA (KCI)
Designer Phone	(312) 243-9200 X8012
Circuit ID	WESTFIELD DITCH RD (401) 1293
Primary Voltage	12.47/7.2 KV
Permit Required	Yes ☒ No ☐
Permit Type/No.	CITY OF WESTFIELD
Permit Type/No. 2	
Permit Type/No. 3	
Permit Type/No. 4	WASHINGTON TOWNSHIP

JUR:
 2007DEI0203ATT
 2007DEI0205ZAO



Sheet 1 OF 1
 Scale = N/A



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.

Cleared Land for Lantern
Commons Development

Union St

E-OH-PRIMARY-4/0 AL-419FT-ABC

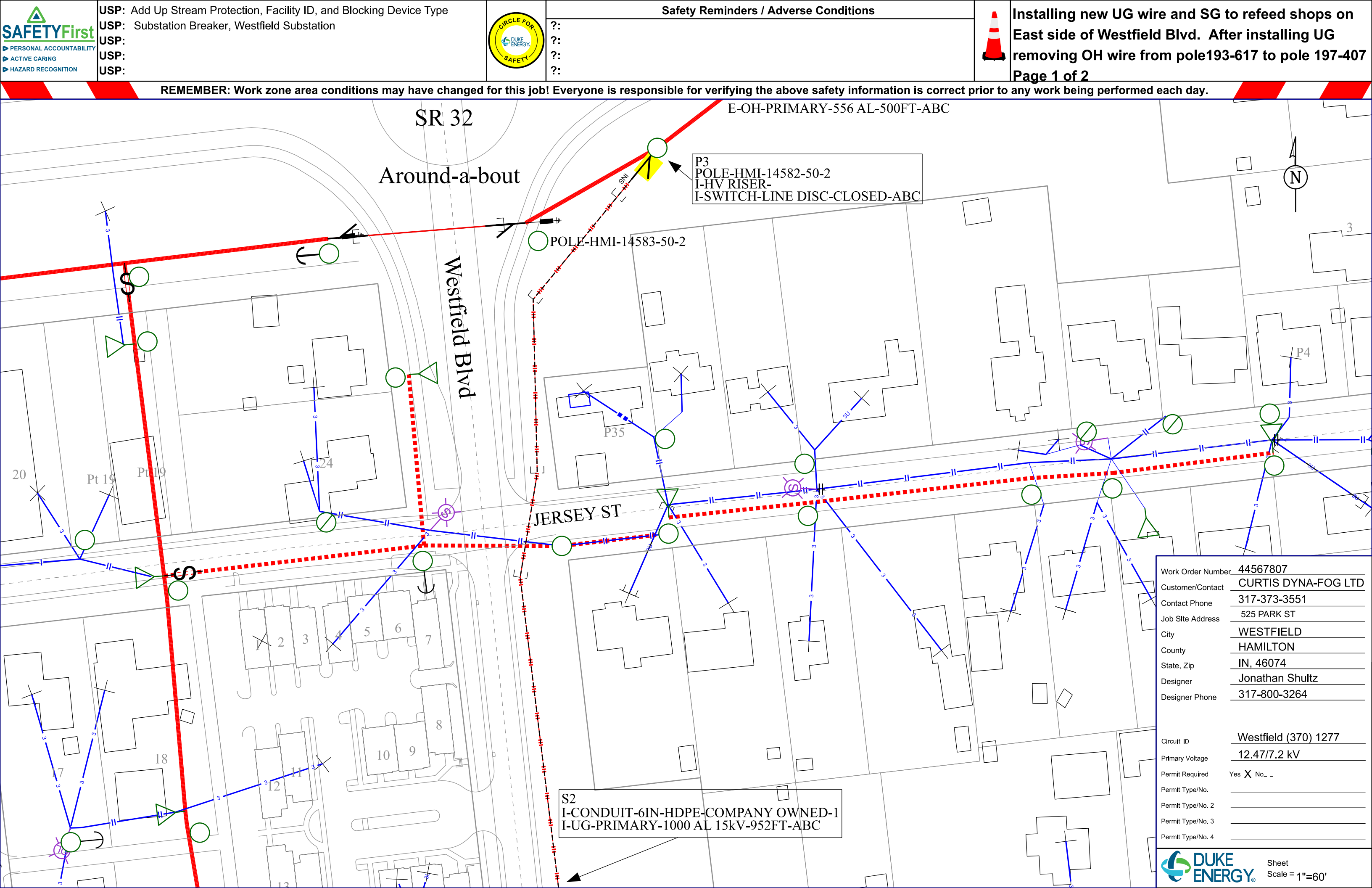
P1
R-POLE-185-901-40-5
R-TL-03.11-103
I-POLE-185-901-40-4
I-TL-03.11-103

161st St

US 31

POLE-185-900-40-4

Work Order Number	45328805
Customer/Contact	
Contact Phone	
Job Site Address	16233 Union St
City	WESTFIELD
County	HAMILTON
State, Zip	IN, 46074
Designer	Jonathan Shultz
Designer Phone	317-800-3264
Circuit ID	WESTFIELD (370) 1272
Primary Voltage	12.47/7.2
Permit Required	Yes ☒ No ☐
Permit Type/No.	
Permit Type/No. 2	
Permit Type/No. 3	
Permit Type/No. 4	



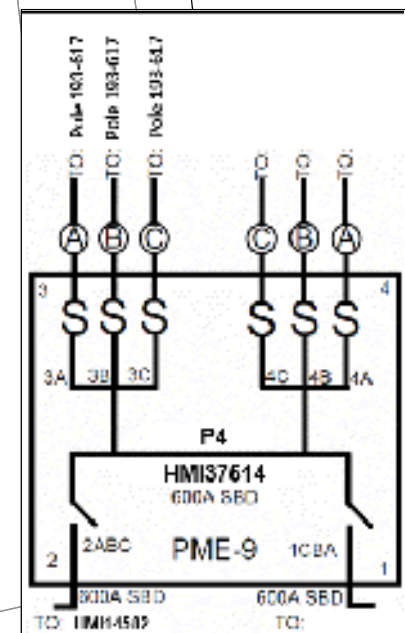
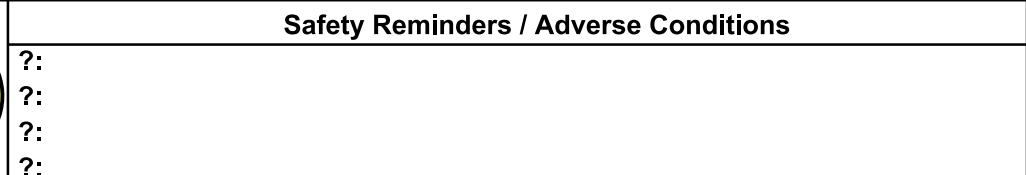
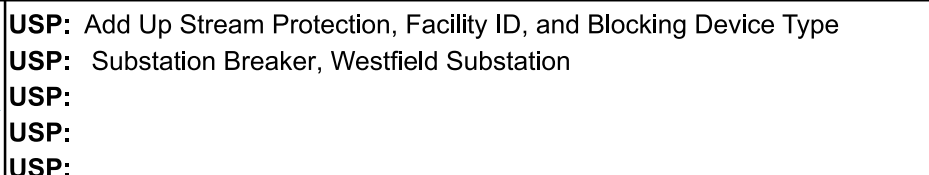
REMEMBER: Work zone area conditions may have changed for this job! Everyone is responsible for verifying the above safety information is correct prior to any work being performed each day.

SR 32
Around-a-bout
Westfield Blvd
JERSEY ST
E-OH-PRIMARY-556 AL-500FT-ABC
P3
POLE-HMI-14582-50-2
I-HV RISER-
I-SWITCH-LINE DISC-CLOSED-ABC
POLE-HMI-14583-50-2

Work Order Number	44567807
Customer/Contact	CURTIS DYNA-FOG LTD
Contact Phone	317-373-3551
Job Site Address	525 PARK ST
City	WESTFIELD
County	HAMILTON
State, Zip	IN, 46074
Designer	Jonathan Shultz
Designer Phone	317-800-3264

Circuit ID	Westfield (370) 1277
Primary Voltage	12.47/7.2 kV
Permit Required	Yes ☒ No ☐
Permit Type/No.	
Permit Type/No. 2	
Permit Type/No. 3	
Permit Type/No. 4	

S2
I-CONDUIT-6IN-HDPE-COMPANY OWNED-1
I-UG-PRIMARY-1000 AL 15kV-952FT-ABC



Work Order Number:	44567807
Customer/Contact	CURTIS DYNA-FOG LTD
Contact Phone	317-373-3551
Job Site Address	525 PARK ST
City	WESTFIELD
County	HAMILTON
State, Zip	IN, 46074
Designer	Jonathan Shultz
Designer Phone	317-800-3264
Circuit ID	Westfield (370)1277
Primary Voltage	12.47/7.2 kV
Permit Required	Yes ☒ No ☐
Permit Type/No.	
Permit Type/No. 2	
Permit Type/No. 3	
Permit Type/No. 4	



Sheet
Scale = 1"=100'



**City of Westfield Fire Department
Board of Public Works & Safety Report
May 2022 Report**

Contact: Fire Chief

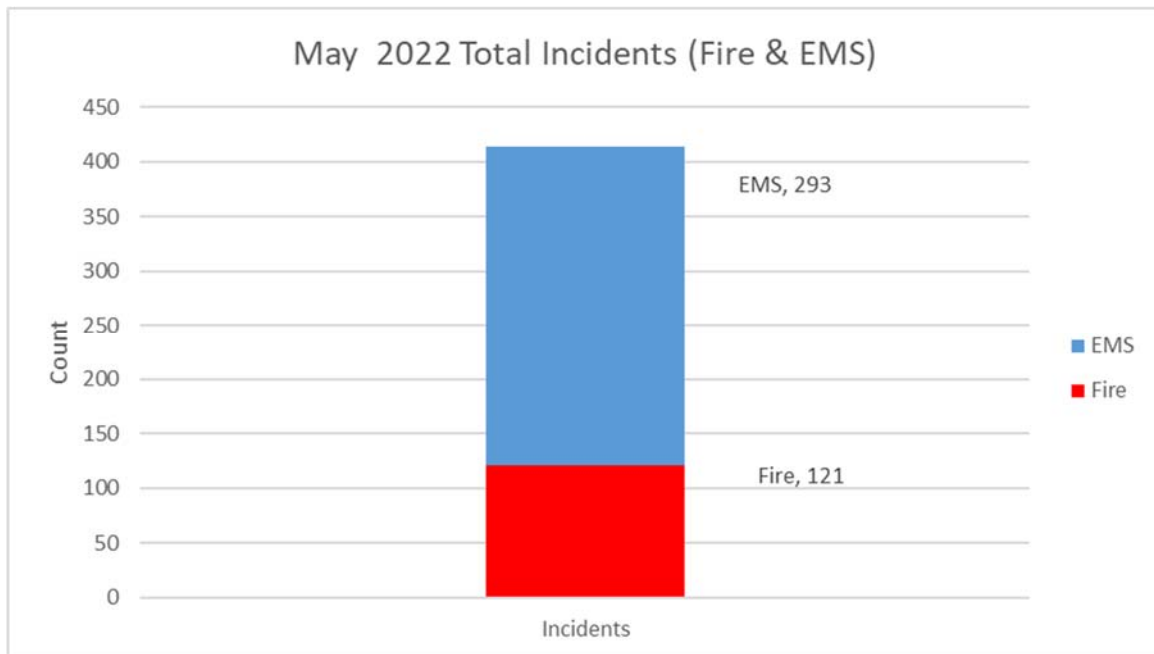
Rob Gaylor

Or Nikki Hartman

804-3304



Westfield Fire March 2022 Incident Statistics



May 2022 Total Incidents (Fire & EMS)		
Incident Type	Incident Count	% of total Incident
Fire	121	29%
EMS	293	71%
Total	414	



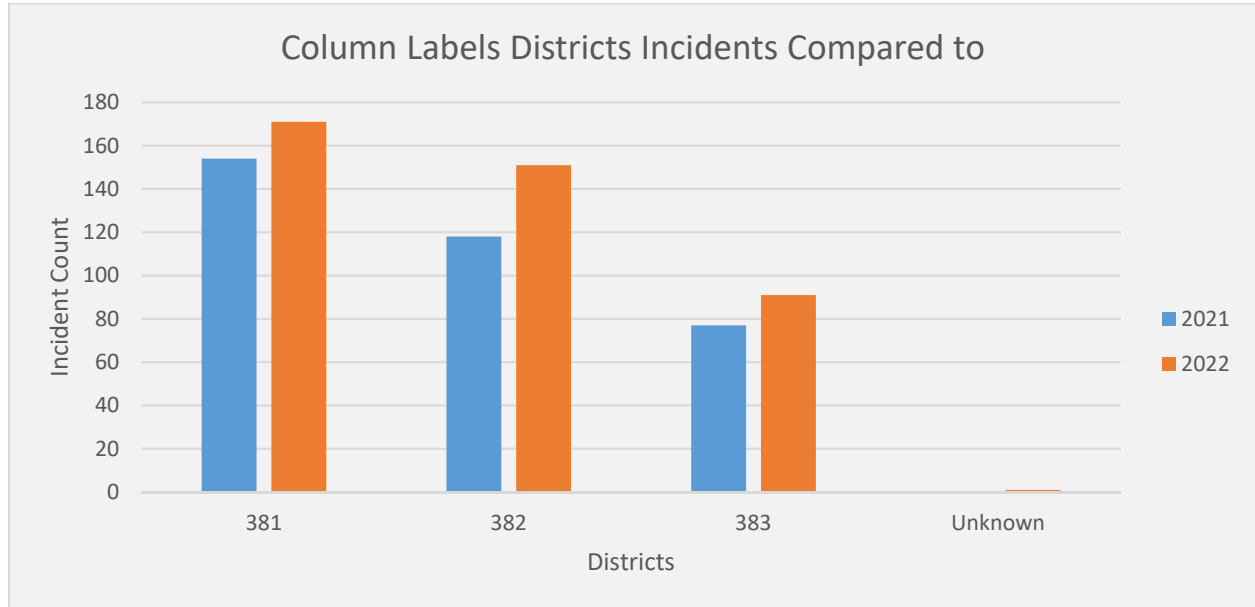
Westfield Fire March 2022 Incident Statistics



Property Loss	Total Pre-Incident Value	% of Property value saved
1500	3500	57.14%



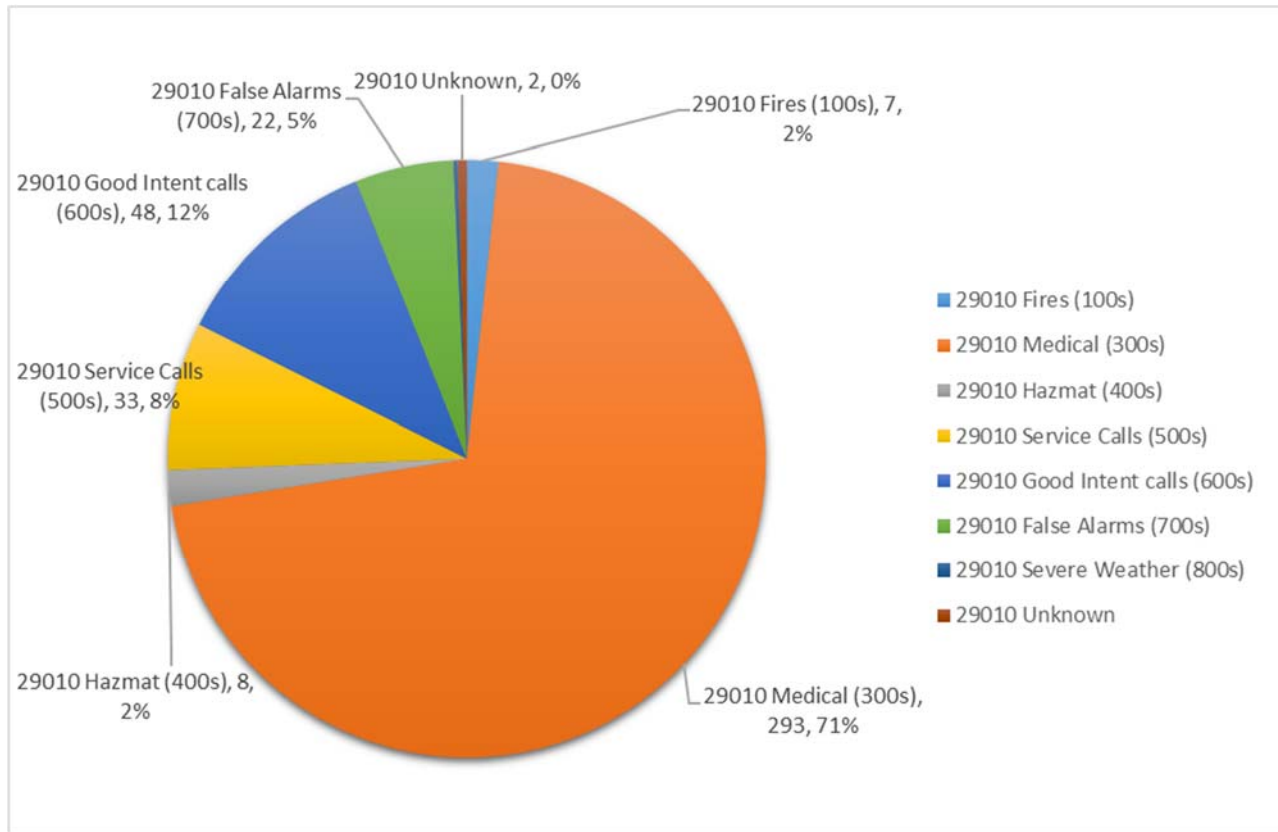
Westfield Fire March 2022 Incident Statistics



District	May of 21	May of 22	Increase/decrease	% increase /%decrease
381	154	171	17	11%
382	118	151	33	28%
383	77	91	14	18%
Total	349	413	64	18%



Westfield Fire March 2022 Incident Statistics

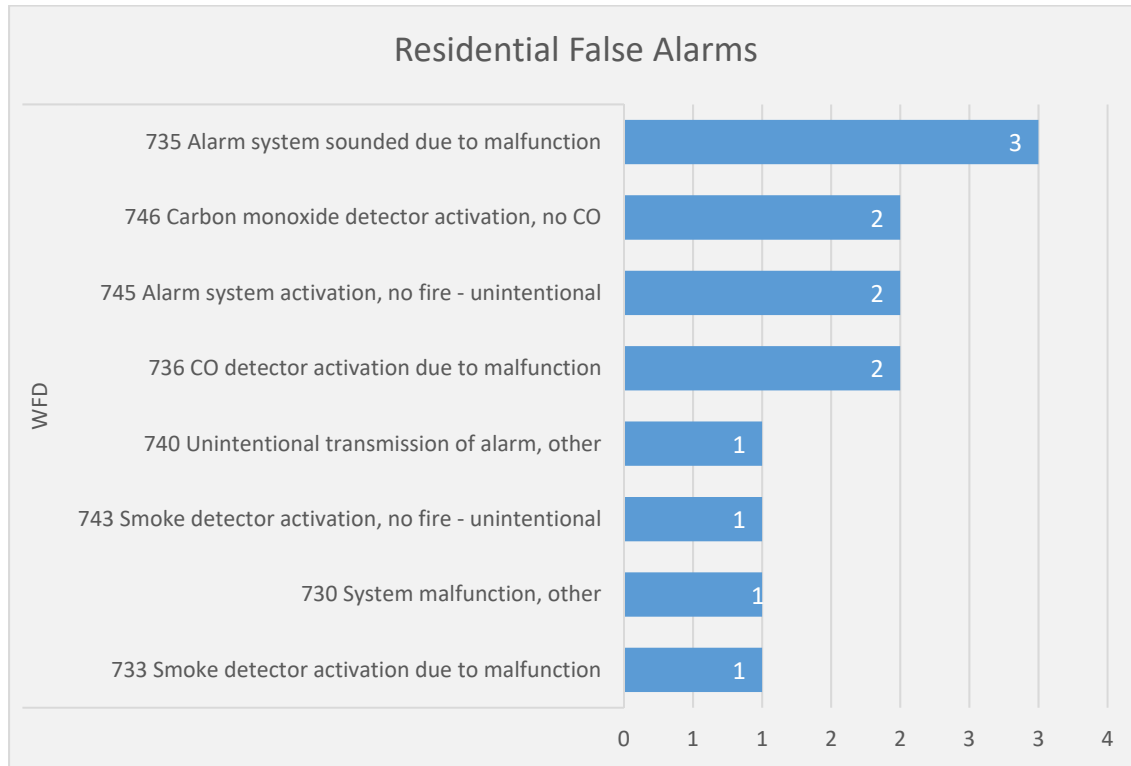


Call Type	Incident Count	% of total calls
Medical	293	70.77%
Good Intent	48	11.59%
Service Calls	33	7.97%
False Alarm	22	5.31%
Hazmat	8	1.93%
Fires	7	1.69%
Severe Weather	1	0.24%
Unknown	2	0.48%
Total	414	



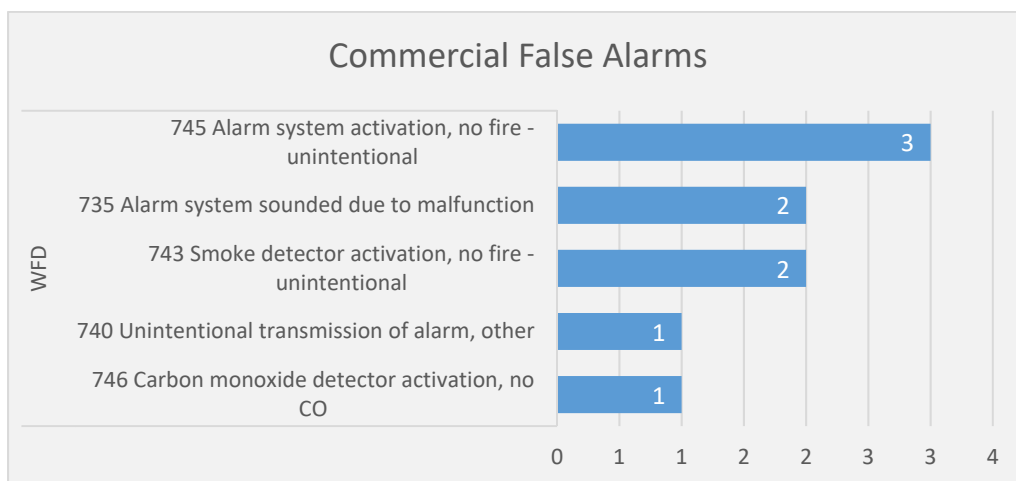
Westfield Fire March 2022 Incident Statistics

False Residential Fire Alarm Calls



13 Residential Alarms

False Commercial Fire Alarm Calls

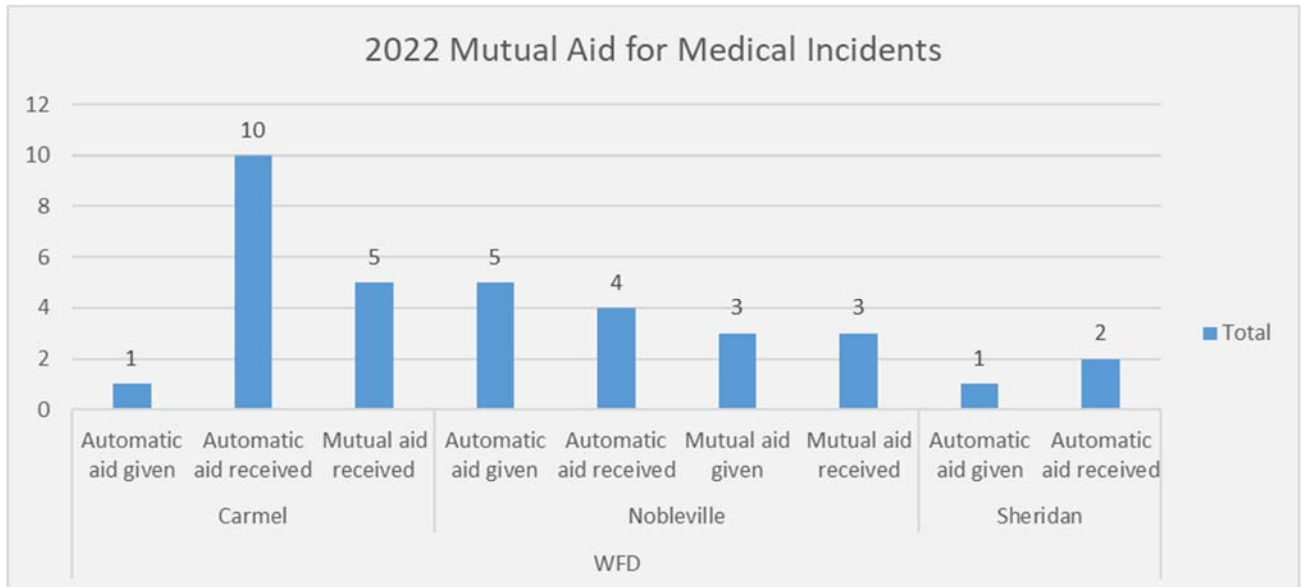


9 Commercial False Alarms



Westfield Fire March 2022 Incident Statistics

Mutual Aid data
EMS



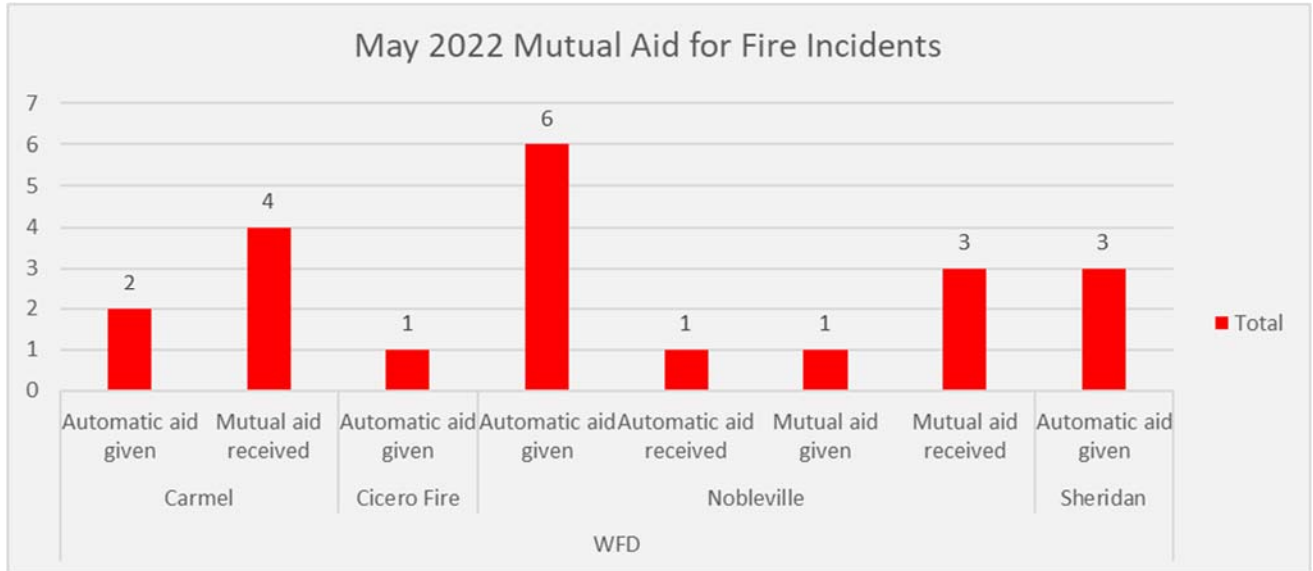
Total 34

	Given	Received
Carmel	1	15
Noblesville	8	7
Sheridan	1	2
Total	10	24



Westfield Fire March 2022 Incident Statistics

Mutual Aid Data Fire Incidents



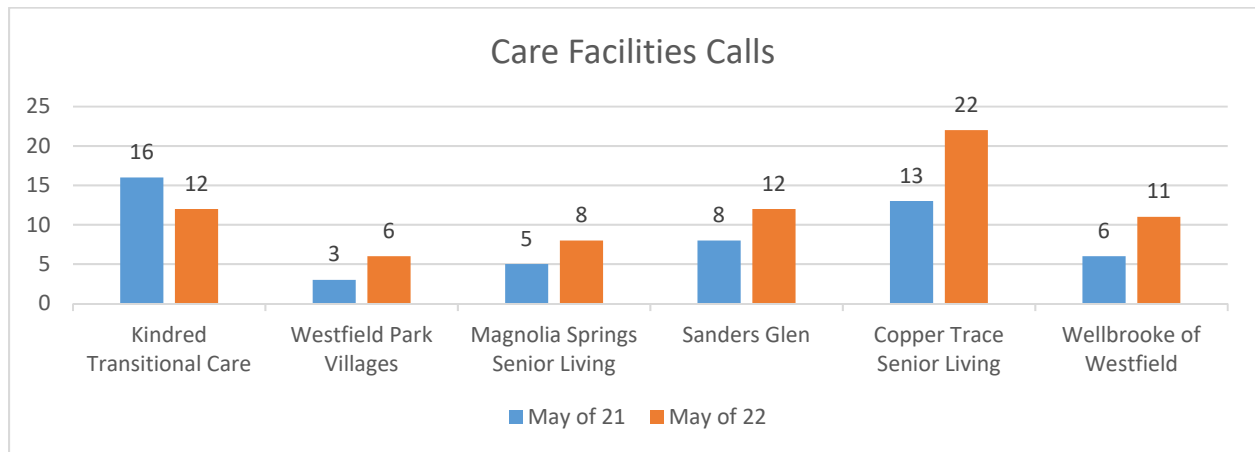
Total 21

	Given	Received
Carmel	2	4
Cicero	1	0
Noblesville	7	4
Sheridan	3	0
Total	13	8



Westfield Fire March 2022 Incident Statistics

Care Facility

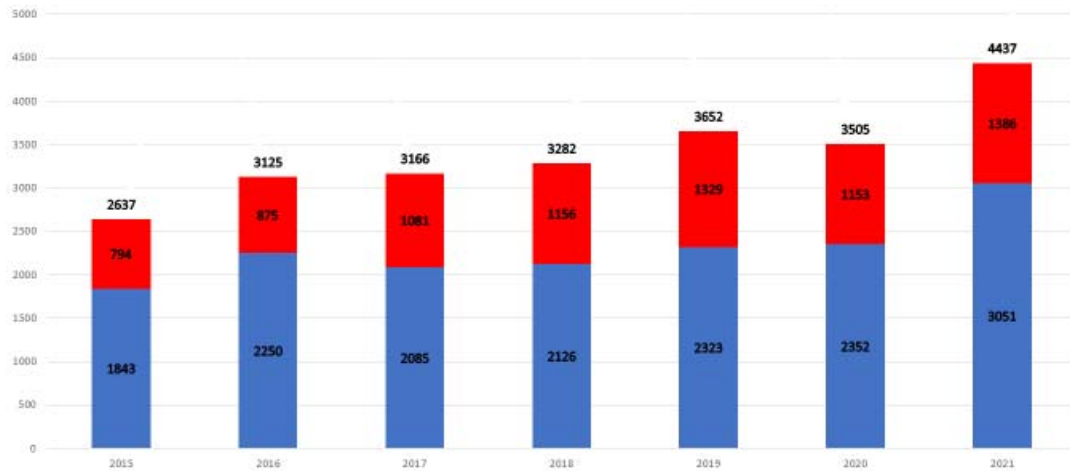


		Month	Year To Date
14751 CAREY RD, Carmel	Kindred Transitional Care	12	90
776 N union	Westfield Park Villages	6	24
14901 Carey Rd	Magnolia Springs Senior Living	8	27
334 S Cherry	Sanders Glen	12	40
1250 W 146TH ST, Westfield	Copper Trace Senior Living	22	94
937 E 186	Wellbrooke of Westfield	11	48



Westfield Fire March 2022 Incident Statistics

Westfield Fire Department
Total Incident by Year



- May of 2022 we were up 18.34% in calls versus May of 2021.

	Year	Calls	Personnel	Stations	Population
Carmel	2007	4886	142	6	68,677 in 2007
Fishers	2013	4374	105	5	78,927 in 2013
Noblesville	2010	4570	114	7	51,969 in 2010
Westfield	2021	4437	73	3	50,060 in 2020

<https://www.carmel.in.gov/Home/Components/News/News/65/25?arch=1&npage=62>

<https://worldpopulationreview.com/us-cities/westfield-in-population>

Westfield Police Department

Monthly Performance Measures Report



Board of Public Works & Safety

May 2022

Table of Contents

	Page
1. Field Activity Performance Measures	
Events by Nature	1
Events by Incident Type	2
UCR Offenses	3
Arrests & traffic	4
Top Accident Locations	5
Total Accidents by Primary Cause	6
2. Community Events	7

Westfield Police Department

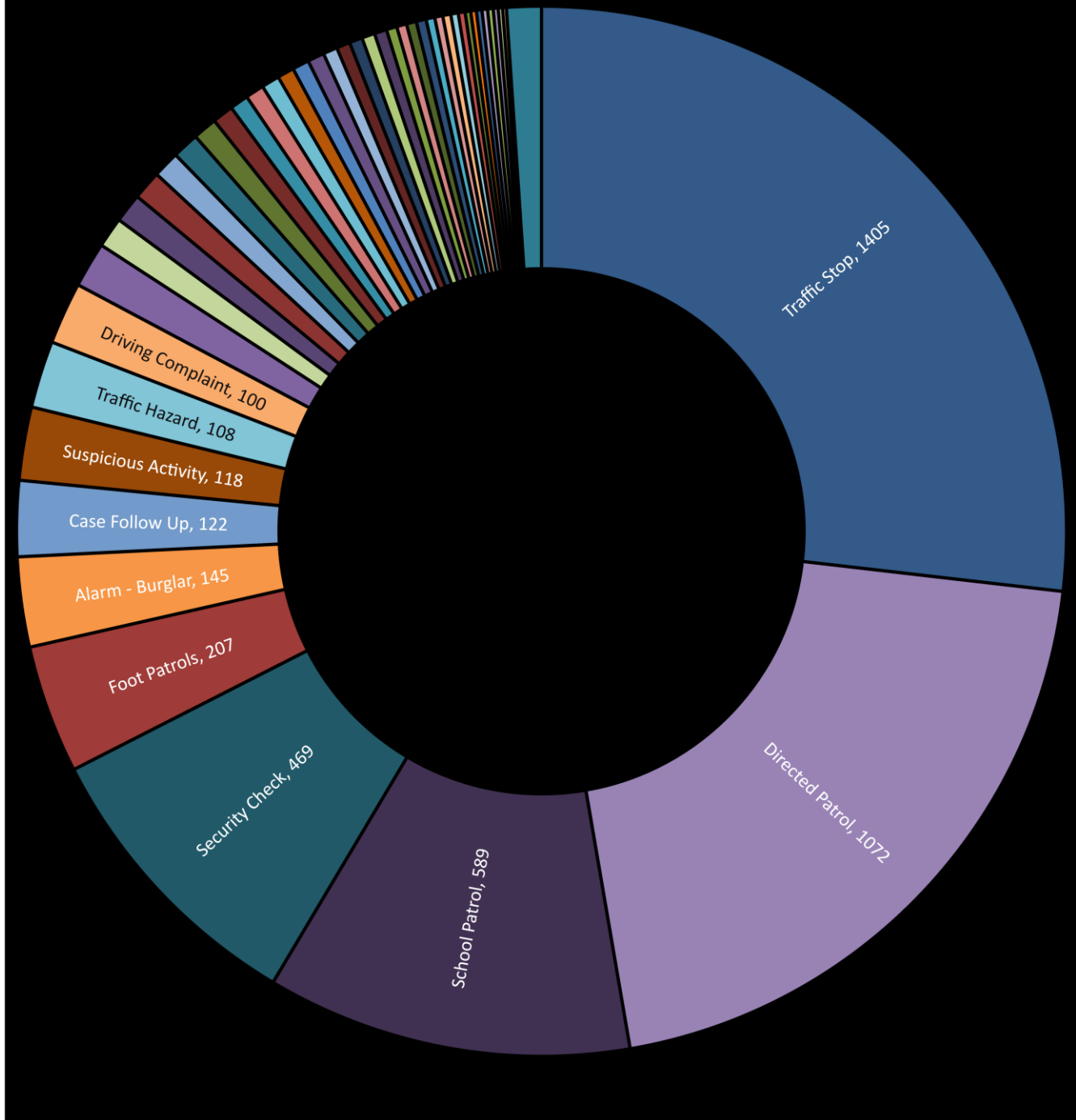
May 2022

Events by Nature

Incident Type	Count	Incident Type Cont.	Count Cont.
911 Hang Up	27	Juvenile Complaint	13
Abandoned Vehicle	11	K9 Detail	0
Abandonment	0	Kidnapping	0
Abuse / Neglect	0	Lock Out	49
Accident - Hit & Run PD	9	Loud Party	4
Accident - Hit & Run PI	0	Mental Emotional - Violent	0
Accident - Other	2	Mental Emotial/Suicide Attempt	2
Accident - Property Damage	73	Mental Person	9
Accident - Personal Injury	14	Miscellaneous	12
Accident - Sinking Vehicle	0	Missing Person	1
Accident - Unknown	3	Missing Person - PLS	0
Accelerator Stuck	0	New Call	0
Active Assailant	0	Nuisance	6
Alarm - Other	0	Ordinance Misc.	21
Alarm - Vehicle	0	Parking Complaint	22
Alarm - Burglar	145	Physical Disturbance	16
Alarm - Hold Up	16	Product Contamination	0
Animal Bite / Attack	3	Reckless Activity	0
Animal Complaint	34	Road Rage	5
Assist Fire	39	Robbery	0
Assist Other Department	20	Runaway	4
Assist Public	43	School Patrol	589
Battery	1	Security Check	469
Bike Patrol	27	Sex Offense	1
Bomb Device Found	0	Shooting	1
Bomb Threat	0	Solicitor	5
Burglary	2	Special Detail	4
Carjacking	0	Stabbing	1
Case Follow Up	122	Suicide	0
Civil Dispute	30	Suspicious Activity	118
Criminal Mischief	21	Suspicious Package	0
Damage to Property	0	Suspicious Person	0
Death Investigation	0	Test	0
Directed Patrol	1072	Theft	43
Disturbance	29	Theft - From a Vehicle	16
Domestic	0	Theft - of a Vehicle	5
Driving Complaint	100	Theft Shoplifter	0
Drug Complaint	9	Threat to Life	7
Drug Lab	0	Threatening Suicide	8
Escort	0	Tow Release	0
Fight	2	Traffic Hazard	108
Firearms Shots Fired	1	Transport	1
Foot Patrols	207	Trespassing	13
Found / Lost Property	17	Traffic Stop	1405
Found Person	0	Unknown Call for Police	1
Fraud Prescription	0	VIN Check	47
Fraud / Deception	27	Wanted	2
Harassment	30	Warrant Service	9
Intoxicated Person	9	Weapons Complaint	4
Investigation	23	Welfare Check	47
Investigative Stop	1	Total	5237

Westfield Police Department
May 2022

Monthly Events by Incident Type
May 2022

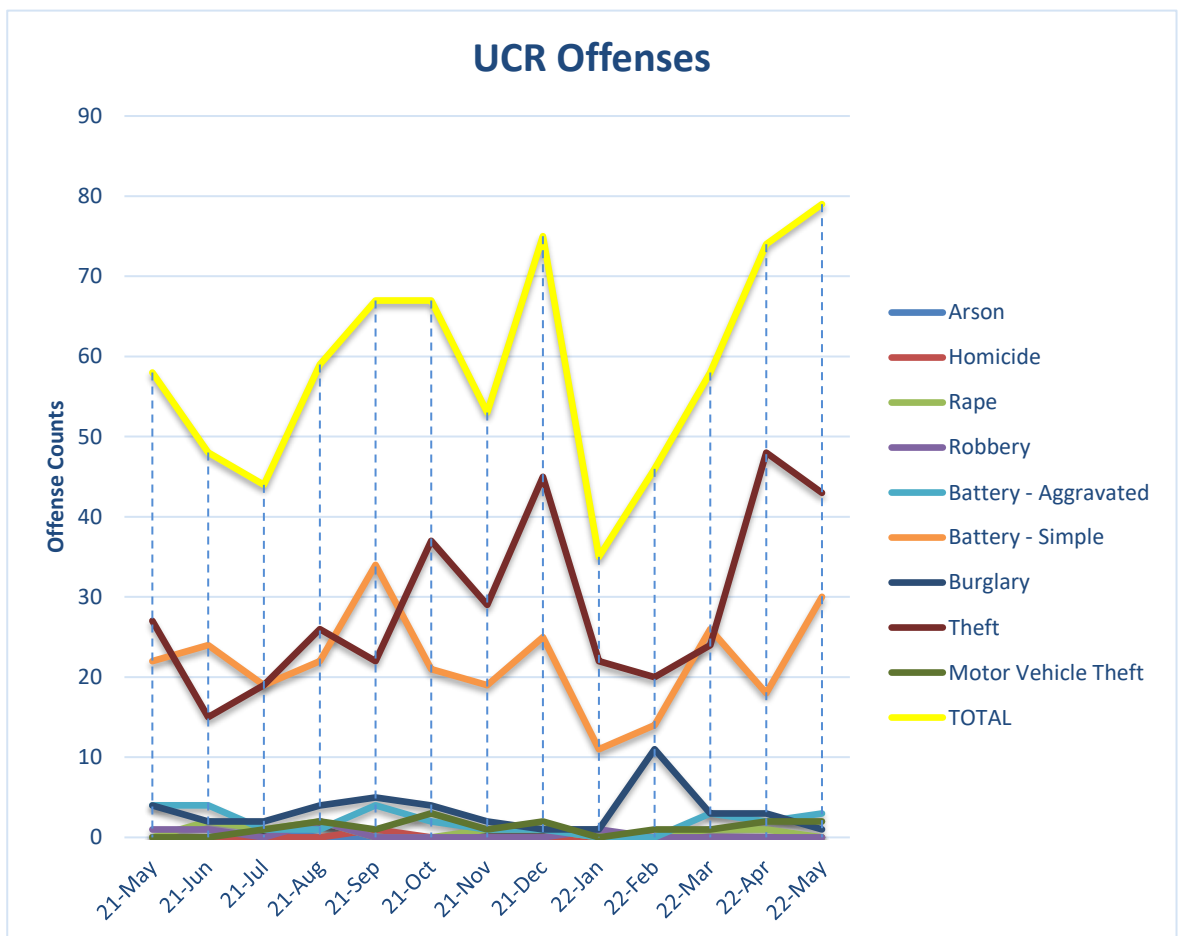


Westfield Police Department

May 2022

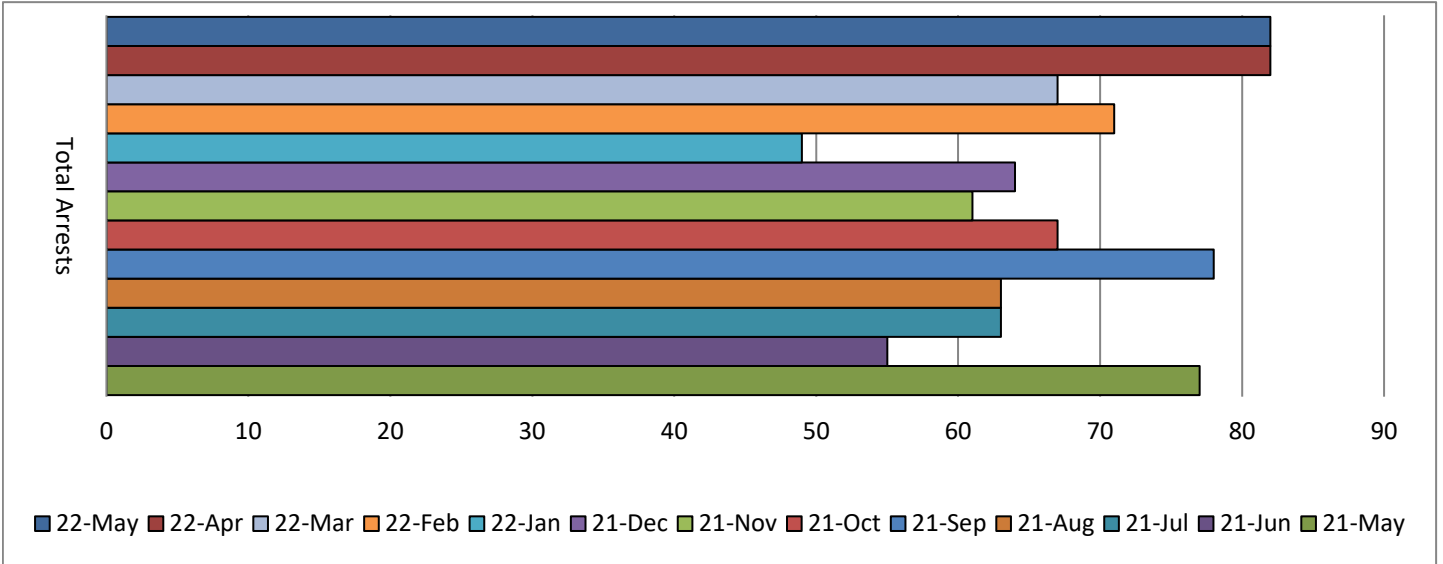
UCR OFFENSES

OFFENSE	21-May	21-Jun	21-Jul	21-Aug	21-Sep	21-Oct	21-Nov	21-Dec	22-Jan	22-Feb	22-Mar	22-Apr	22-May
Arson	0	0	1	0	0	0	0	0	0	0	0	0	0
Homicide	0	0	0	0	1	0	0	0	0	0	0	0	0
Rape	0	2	1	2	0	0	1	1	0	0	1	1	0
Robbery	1	1	0	2	0	0	0	0	1	0	0	0	0
Battery - Aggravated	4	4	1	1	4	2	1	1	0	0	3	2	3
Battery - Simple	22	24	19	22	34	21	19	25	11	14	26	18	30
Burglary	4	2	2	4	5	4	2	1	1	11	3	3	1
Theft	27	15	19	26	22	37	29	45	22	20	24	48	43
Motor Vehicle Theft	0	0	1	2	1	3	1	2	0	1	1	2	2
TOTAL	58	48	44	59	67	67	53	75	35	46	58	74	79



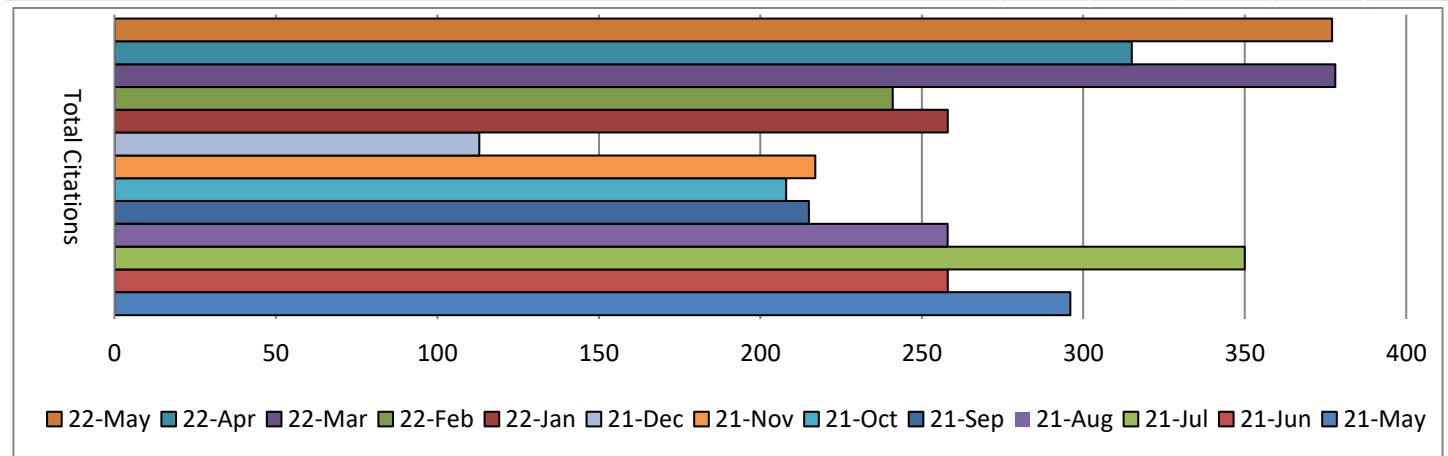
Westfield Police Department May 2022

Arrest Reports Taken	21-May	21-Jun	21-Jul	21-Aug	21-Sep	21-Oct	21-Nov	21-Dec	22-Jan	22-Feb	22-Mar	22-Apr	22-May
Alcohol/ Drug Related	31	19	21	33	28	19	22	28	25	33	26	28	36
Felony Charges	35	20	34	40	32	26	34	26	15	25	24	31	46
Misdemeanor Charges	88	59	78	80	78	83	74	75	67	92	80	95	99
Total Arrests	77	55	63	63	78	67	61	64	49	71	67	82	82



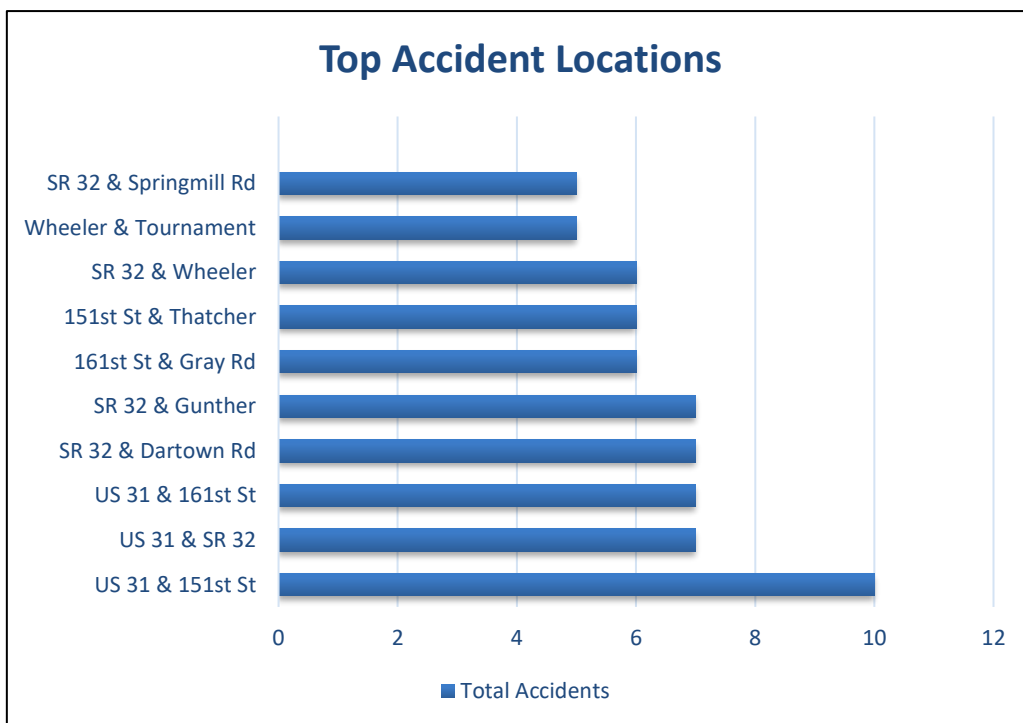
Traffic	21-May	21-Jun	21-Jul	21-Aug	21-Sep	21-Oct	21-Nov	21-Dec	22-Jan	22-Feb	22-Mar	22-Apr	22-May
Total Citations	296	258	350	258	215	208	217	113	258	241	378	315	377
Total Written Warning	1048	1027	1553	1158	956	971	1161	788	1225	1225	1476	1178	1309
Total Traffic Accidents	66	98	54	71	69	78	81	84	75	81	61	61	63
Property Damage	56	82	48	60	59	69	76	77	75	68	55	53	55
Personal Injury	10	16	6	11	10	9	5	7	0	13	7	8	8
Fatality	0	0	0	0	0	0	0	0	0	0	0	0	0
Hit and Run*	9	10	4	11	6	15	6	8	10	10	7	0	4

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



Westfield Police Department
May 2022

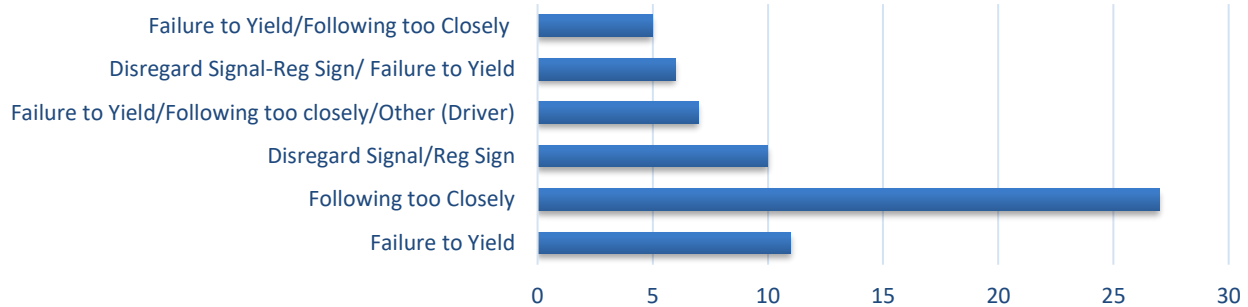
Top Accident Locations		
Accident Location	Total Accidents	Primary Cause
US 31 & 151st St	10	Disregard Signal/Reg Sign
US 31 & SR 32	7	Following too Closely
US 31 & 161st St	7	Following too Closely
SR 32 & Dartown Rd	7	Following too Closely
SR 32 & Gunther	7	Failure to Yield/Following too closely/Other (Driver)
161st St & Gray Rd	6	Failure to Yield
151st St & Thatcher	6	Disregard Signal-Reg Sign/ Failure to Yield
SR 32 & Wheeler	6	Following too Closely
Wheeler & Tournament	5	Failure to Yield/Following too Closely
SR 32 & Springmill Rd	5	Failure to Yield



Westfield Police Department
May 2022

Primary Cause	Sum of Total Accidents
Failure to Yield	11
Following too Closely	27
Disregard Signal/Reg Sign	10
Failure to Yield/Following too closely/Other (Driver)	7
Disregard Signal-Reg Sign/ Failure to Yield	6
Failure to Yield/Following too Closely	5

**Sum of Total Accidents by Primary Cause, based on Top
Accident Locations**



Westfield Police Department
May 2022

Community Events

5/4/22	Breakfast and Ride to School with an officer
5/4/22	Bingo with Wellbrooke Residence
5/6/22	Attended Hamilton Coutny Law Enforcement Memorial Service
5/8/22	Read for Kindergarten Class at Oak Trace Elementary
5/16/22	Breakfast and Ride to School with an officer
5/14/22	High School Robbie's Hope Club GALA Event
5/24/22	Breakfast and Ride to School with an officer
5/21/22	Fuel Church Family Event
5/21/22	Attended Boys Birthday Party
5/30/22	The Retreat at Osborne Trails

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.

For Office Use Only

Permit Number _____
Expires _____
Permit Fee _____
Fee Waived _____

Application Date: 05/17/2022 Estimated Completion Date: 06/01/2022
Work Address: 1254 161ST ST W Subdivision: _____

Name of Contractor/Utility: DUKE ENERGY
Address: 100 S MILL CREEK RD
City: NOBLESVILLE State: IN Zip: 46062
Phone: 317-776-5344 Fax: _____
Email: KATHY.DAVIS@DUKE-ENERGY.COM

Name of Sub-Contractor: ARC
James Strader
Address: 311 S INDIANA AVE
City: WAKARUSA State: IN Zip: 46573
Phone: 574-862-1920 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: NEW BACKBONE FOR 3 LOTS INST XTR'S AND POLE REPLACEMENT
WO 44123977 (WORK WAS SHUT DOWN)

**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: NA Width: NA Depth Within Lanes: NA

Sidewalk: Length: NA Width: NA Depth Within Sidewalk: NA

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

TRAFFIC PORTION AFFECTED BY PERMIT

Width: 25 Length: 100 # of Lanes: 1 # of Lanes to be Closed: 0 # of Hours Closed: 0

Vehicles/equipment left on site unattended? ☐ Yes ☒ No Unattended for: 0 weekdays 0 weekends

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: Kathy Davis

Digitally signed by Kathy Davis
Date: 2021.05.04 08:29:02 -04'00'

Title: ENGR DESIGN ASSOC

Printed Name: KATHY DAVIS

Date: 05/17/2022

Company Name: DUKE ENERGY

Phone Number: 317-752-0940

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:

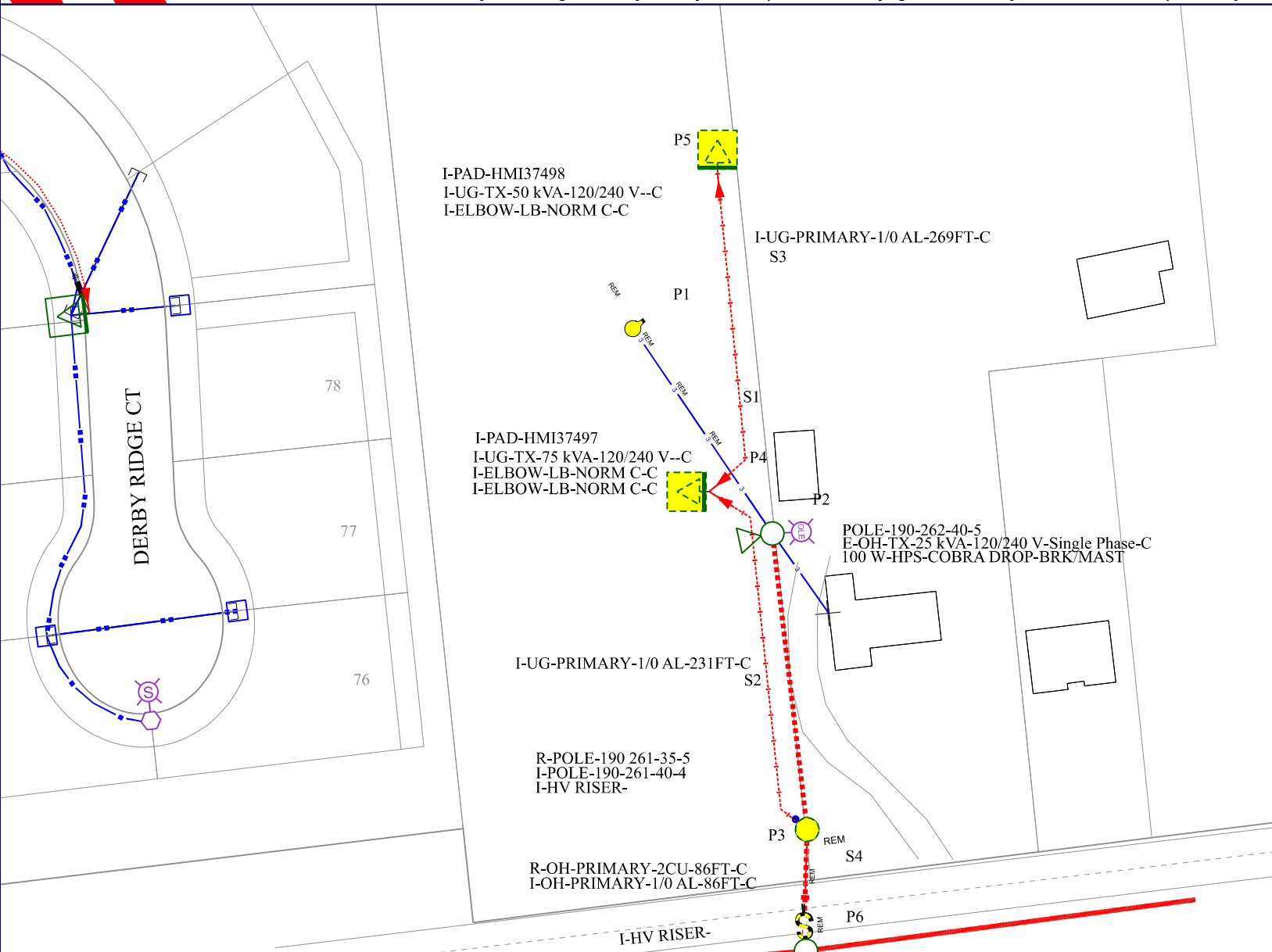
Director/or his representative

Project Manager/when applicable

Date Approved



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 44123977
 Customer/Contact MATT KINDER
 Contact Phone 317-710-4458
 Job Site Address 1254 161ST ST W
 City WESTFIELD
 County HAMILTON
 State, Zip IN, 46074
 Designer Travis Krick
 Designer Phone 317-385-1225

Circuit ID DTCH RD(401)1293
 Primary Voltage 12.47/7.2KV
 Permit Required Yes ☐ No ☒
 Permit Type/No.
 Permit Type/No. 2
 Permit Type/No. 3
 Permit Type/No. 4





June 22, 2022

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:

- Lennar Homes of Indiana, Osborne Trails, Section 10, Bond #30162725, \$115,556, Erosion Control
- Lennar Homes of Indiana, Westgate, Section 5, Bond #30162741, \$87,207.00, Erosion Control

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:

- Platinum Properties Management Company, LLC, Lancaster, Section 6, Bond #3739846, \$36,164.70, Erosion Control
- Pulte Homes of Indiana, Legacy Oaks, Section 2, Bond #0806482, \$381,053.88, Paving – Local Streets & Paths
- Pulte Homes of Indiana, Legacy Oaks, Section 2, Bond #0806481, \$32,444.50, Concrete Curb
- Pulte Homes of Indiana, Legacy Oaks, Section 2, Bond #0806480, \$164,614.45, Storm Sewer
- Pulte Homes of Indiana, Legacy Oaks, Section 2, Bond #0806479, \$15,451.15, Common Area Sidewalks
- William Eric Group, LLC, Gristmill Trails, Section 2, Bond #PR2715065, \$242,661.62, Streets & Curbs
- William Eric Group, LLC, Gristmill Trails, Section 2, Bond #PR2715066, \$116,935.28, Storm Sewer
- William Eric Group, LLC, Gristmill Trails, Section 2, Bond #PR2715067, \$6,385.98, Sidewalks
- William Eric Group, LLC, Gristmill Trails, Section 2, Bond #PR2715068, \$26,961.00, Little Eagle Creek Trail Path
- William Eric Group, LLC, Gristmill Trails, Section 2, Bond #PR2715069, \$19,735.31, Erosion Control
- William Eric Group, LLC, Gristmill Villas, Section 2, Bond #PR2715070, \$379,540.59, Streets & Curbs
- William Eric Group, LLC, Gristmill Villas, Section 2, Bond #PR2715071, \$107,579.67, Storm Sewer
- William Eric Group, LLC, Gristmill Villas, Section 2, Bond #PR2715072, \$22,362.58, Sidewalks
- William Eric Group, LLC, Gristmill Villas, Section 2, Bond #PR2715073, \$35,826.55, Erosion Control
- Platinum Properties Management Company, LLC, Lancaster, Section 2, Bond #3740002, \$295,573.30, Storm Sewers – Pipe Structures
- Platinum Properties Management Company, LLC, Lancaster, Section 2, Bond #3740003, \$121,959.20, Storm Sewers – Undercurb & Rear Yard SSD
- Platinum Properties Management Company, LLC, Lancaster, Section 2, Bond #3740000, \$20,218.00, Concrete Common Area Walks & Ramps

- Platinum Properties Management Company, LLC, Lancaster, Section 2, Bond #3740001, \$65,794.30, Asphalt Paving – Clean Tac & Surface Coat
- Platinum Properties Management Company, LLC, Lancaster, Section 2, Bond #3739841, \$58,426.50, 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:

- Howard Asphalt, LLC, Lancaster, Section 6, Bond #7901100955, \$20,462.50, Asphalt Paving: Local Roadway (Subgrade Treatment, Stone, Base, Binder & Surface)
- Weihe Construction, Lancaster, Section 6, Bond #7901100958, \$9,949.00, Storm Sewer: Pipe, Structures, & SSD
- Karns, Inc., Lancaster, Section 6, Bond #BMIJ031116, \$4,414.70, Concrete Curb & CA Walks (and Ramps)
- Platinum Properties Management Company, LLC, Lancaster, Section 6, Bond #4172831, \$3,287.70, Erosion Control
- William Eric Group, LLC, Gristmill Trails, Section 2, Bond #INC61825, \$54,530.94, Streets, Curbs, Storm Sewer, Sidewalk, Trail, & Erosion Control
- William Eric Group, LLC, Gristmill Villas, Section 2, Bond & Rider #INC61826, \$41,267.92, Streets, Curbs, Storm Sewer, Sidewalk & Erosion Control
- E&B Paving, LLC, Legacy Oaks, Section 2, Bond #30157965, \$38,105.39, Onsite Stone Base, Asphalt Binder, Asphalt Surface, Path Base & Asphalt
- Karns, Inc., Legacy Oaks, Section 2, Bond #BMIJ021820, \$3,244.45, Concrete Curbs
- Karns, Inc., Legacy Oaks, Section 2, Bond #BMIJ043131, \$1,545.12, Concrete Sidewalks
- Valenti-Held Contractor/Developer, Inc., Legacy Oaks, Section 2, Bond #30163137, \$16,461.45, Storm Sewer & SSD
- Howard Asphalt, LLC, Lancaster, Section 2, Bond #7901100956, \$5,981.30, Asphalt Paving: Local Roadway – Surface Coat Only
- Weihe Construction, Lancaster, Section 2, Bond #7901100959, \$37,958.00, Storm Sewer: Pipe, Structures, & SSD
- Karns, Inc., Lancaster, Section 2, Bond #BMIJ031145, \$1,838.00, Concrete CA Walks (and Ramps)
- Platinum Properties Management Company, LLC, Lancaster, Section 2, Bond #4172832, \$5,311.50, Erosion Control

Maintenance Bond Release

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

- Midwest Paving, Lantern Park, Section 1, Bond #7659111, \$18,779.28, Streets
- Sitecrete, Lantern Park, Section 1, Bond #30058651, \$3,182.21, Curbs
- Pulte Homes of Indiana, Lantern Park, Section 1, Bond #59BSBHY4074, \$2,348.00, Common Area Sidewalks
- Pulte Homes of Indiana, Lantern Park, Section 1, Bond #1163623, \$30,800.00, Maintenance Items
- The Snider Group, Inc., Lantern Park, Section 2, Bond #3241215, \$9,805.00, Storm Sewer
- The Snider Group, Inc., Lantern Park, Section 2, Bond #3241214, \$1,970.00, Concrete Curb
- Indiana Reclamation & Excavating, Inc., Lantern Park, Section 2, Bond #106563470, \$202.79, Sidewalks
- E&B Paving, Inc., Lantern Park, Section 2, Bond #30055405, \$7,739.20, Onsite Stone, Asphalt Binder & Asphalt Surface; Asphalt Path – Stone, Asphalt Binder & Asphalt Surface
- Conco Curbs & Paving, LLC, Enclave Viking Meadows, Section 1, Bond #B3239439, \$3,177.55, Curb & Gutter
- Valenti-Held Contractor/Developer, Inc., Enclave at Viking, Section 1, Bond #5042883, \$24,189.15, Storm Sewer

- Indiana Reclamation & Excavating, Inc., Enclave at Viking Meadows 1, Bond #106563469, \$593.03, Sidewalks
- Pulte Homes of Indiana, Enclave at Viking Meadows, Section 1, Bond #30056175, \$18,159.23, Stone Base & Asphalt
- Sitecrete, Andover North, Section 2, Bond #30052383, \$1,546.16, Sidewalks
- United Infrastructure, LLC, Andover North, Section 2, Bond #9840933, \$7,370.00, Storm
- Conco Curbs & Paving, Andover North, Section 2, Bond #B3239438, \$1,636.47, Curb & Gutter
- Midwest Paving, LLC, Andover North, Section 2, Bond #7658821, \$6,916.42, Streets
- United Infrastructure, LLC, Andover North, Section 3, Bond #9840934, \$2,398.00, Storm
- Pulte Homes of Indiana, LLC, Andover North, Section 3, Bond #CMS293540M, \$4,062.60, Common Area Sidewalks
- Midwest Paving, LLC, Andover North, Section 3, Bond #7658858, \$8,811.21, Streets
- Sitecrete, Andover North, Section 3, Bond #30052382, \$2,960.20, Curbs
- Pulte Homes of Indiana, LLC, Enclave at Andover, Section 1, Bond #59BSBH5693M, \$569.80, Common Area Sidewalks
- Harvey Construction Company, The Enclave at Andover, Section 1, Bond #601142518, \$37,829.00, Storm Sewers
- Sitecrete, LLC, Enclaves at Andover, Section 1, Bond #30052384, \$4,335.89, Curbs
- Baumgartner & Company, Inc., Enclave at Andover, Section 1, Bond #30058633, \$7,029.60, R/W Work: Accel/Decel DOT Improvements; Stone Base, Asphalt Intermediate & Surface, Striping, Walk Path
- Baumgartner & Company, Inc., Enclave at Andover, Section 1, Bond #30058634, \$12,582.50, Onsite Road & Street Paving: Stone Base, Asphalt Intermediate & Surface, RPM's
- Midwest Paving, Andover Crossing, Section 2, Bond #7657791, \$9,050.67, Streets
- The Snider Group, Enclave at Andover, Section 2, Bond #1249717, \$2,386.50, Curbs
- Valenti-Held Contractor/Developer, Enclave at Andover, Section 2, Bond #5053179, \$15,591.83, Storm Sewer & Sub-Surface Drain
- Indiana Reclamation & Excavating, Inc., Enclave at Andover, Section 2, Bond #106563467, \$776.00, Sidewalks

Letter of Credit Acceptance

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:

- NONE

Letter of Credit Release

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

- NONE

Cash In Lieu/Development Agreement

The Westfield Public Works Department is recommending that the Board of Public Works and Safety accept the following Development Agreement (Cash in Lieu) for the requested developments:

- NONE