



CITY OF WESTFIELD, IN
Board of Public Works Meeting Agenda_05_24_2023

Wednesday, May 24, 2023 at 01:00 PM

BOARD OR COMMISSION: Board of Public Works and Safety

MEETING DATE: Wednesday, May 24, 2023 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:

Minutes - April 26, 2023

Documents: [Minutes - April 26, 2023](#)

Contracts/Agreements

Action Item #2:

Joint Use Maintenance Agreement for US 31 Totem & Signage

Action Item #3:

Signing Authority: Midland Trace Trail & 156th Street Trail Connectors Project

Documents: [Signing Authority](#)

Action Item #4:

Road Impact Fee Credit Agreement Amendment for Spring Mill Centre

Documents: [RIF Credit Amendment](#)

Action Item #5:

Wheeler Farms, LLC & City of Westfield - Wheeler Landing Regional Detention Pond Maintenance Agreement

Documents: [Stormwater Agreement](#) | [Master Declaration of Covenants, Restrictions, & Easements](#)

Consent Agenda

WPD – Weapons Disposal – Weapons to be Traded for New Duty Handguns

Documents: [Weapons Disposal](#)

City of Westfield & Murphy Real Estate Services - Higher Ground Montessori Daycare

Road Impact Fee Payment Agreement

Documents: [RIF Payment Agreement](#)

Westfield Trail Projects Title Sheets

Documents: [Trail Projects Title Sheets](#)

May Bond Information

Documents: [Bond List - May](#)

Department Reports

Fire

Documents: [WFD April Report](#)

Police

Documents: [WPD April Report](#)

Public Works



Board of Works

Andy Cook
Larry Clarino
Jim Ake

Clerk Treasurer

Cindy J. Gossard

To: Westfield Board of Public Works & Safety

Date: May 24th, 2023

Re: Action Item-Signing Authority

Midland Trace Trail and 156th Street Trail Connectors Project

The City of Westfield Public Works Department is requesting that the Board of Public Works and Safety consider granting John Nail, Director of Public Works, signing authority for the Midland Trace Trail and 156th Street Trail Connectors Project for the not to exceed amount of \$762,289.00. The bid opening will be on May 24th, 2023. All bid documents will be reviewed for proper compliance before the acceptance of the lowest, most responsive bidder.

Larry Clarino

Jim Ake

Andy Cook

Public Works Department

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

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



April 27, 2023

To: Board of Public Works and Safety

From: Chief Joel Rush

Reference: Weapons trade and disposal

The Westfield Police Department is seeking approval to dispose of agency owned Heckler and Koch VP9 chambered in 9mm noted below, through trades with Precision Arms of Indiana LLC, a federally licensed firearms business. These weapons were purchased between 2017 and 2019. If approved, the credit realized through the trades will be used to offset the overall cost of the budgeted and planned purchase of new comparable replacement weapons. The estimated trade value is approximately \$350.00 per weapon.

1. HK VP9 Serial number 224-094***
2. HK VP9 Serial number 224-094***
3. HK VP9 Serial number 224-094***
4. HK VP9 Serial number 224-094***
5. HK VP9 Serial number 224-094***
6. HK VP9 Serial number 224-094***
7. HK VP9 Serial number 224-094***
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10. HK VP9 Serial number 224-094***
11. HK VP9 Serial number 224-094***
12. HK VP9 Serial number 224-094***
13. HK VP9 Serial number 224-094***
14. HK VP9 Serial number 224-094***
15. HK VP9 Serial number 224-094***
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17. HK VP9 Serial number 224-094***
18. HK VP9 Serial number 224-094***
19. HK VP9 Serial number 224-094***
20. HK VP9 Serial number 224-094***
21. HK VP9 Serial number 224-085***
22. HK VP9 Serial number 224-085***
23. HK VP9 Serial number 224-085***
24. HK VP9 Serial number 224-085***
25. HK VP9 Serial number 224-085***
26. HK VP9 Serial number 224-085***
27. HK VP9 Serial number 224-085***
28. HK VP9 Serial number 224-085***

Police Department

17535 Dartown Road
Westfield, IN 46074
westfield.in.gov

29. HK VP9 Serial number 224-085***
30. HK VP9 Serial number 224-085***
31. HK VP9 Serial number 224-085***
32. HK VP9 Serial number 224-085***
33. HK VP9 Serial number 224-085***
34. HK VP9 Serial number 224-085***
35. HK VP9 Serial number 224-085***
36. HK VP9 Serial number 224-085***
37. HK VP9 Serial number 224-237***
38. HK VP9 Serial number 224-094***
39. HK VP9 Serial number 224-094***
40. HK VP9 Serial number 224-237***
41. HK VP9 Serial number 224-094***
42. HK VP9 Serial number 224-094***
43. HK VP9 Serial number 224-094***
44. HK VP9 Serial number 224-094***
45. HK VP9 Serial number 224-094***
46. HK VP9 Serial number 224-094***
47. HK VP9 Serial number 224-094***
48. HK VP9 Serial number 224-093***
49. HK VP9 Serial number 224-096***
50. HK VP9 Serial number 224-096***
51. HK VP9 Serial number 224-237***
52. HK VP9 Serial number 224-237***
53. HK VP9 Serial number 224-237***
54. HK VP9 Serial number 224-237***
55. HK VP9 Serial number 224-237***
56. HK VP9 Serial number 224-237***

*Serial numbers are partially redacted.

Police Department

17535 Dartown Road
Westfield, IN 46074

westfield.in.gov

(317) 804-3200 office
(317) 804-3210 fax

ROAD IMPACT FEE INSTALLMENT AGREEMENT

Cross Referenced to Instrument No. 2015064869

Murphy Real Estate Services (the "Applicant") makes the following commitments (the "Commitments") to the City of Westfield, Hamilton County, Indiana ("City") regarding the installment payments for the Road Impact Fees properly assessed on the following described real estate (the "Real Estate") located in Hamilton County, Indiana:

Section 1. **Description of Real Estate:** See attached Exhibit A (the "Real Estate").

Address: 18110 Grassy Branch Road, Westfield, IN 46074

Parcel Nos: 08-06-32-00-25-047.000

Section 2. **Improvement Location Permit Nos.:**
23-C-006-552 (the "ILP").

Builder/Contractor: Global Power & Construction, Inc.

Section 3. **Statement of Terms:**

- A. As part of the development of the Real Estate, road impact fees are required to be paid to the City by the Applicant. In accordance with City Ordinance 17-43, the City assessed a road impact fee of **\$174,923.00** on April 14, 2023, attached hereto as Exhibit B (23-RIFA-06) (the "Assessed Road Impact Fee"), as part of the Applicant's filed ILP for the Real Estate.
- B. Pursuant to I.C. 36-7-4-1324 the City agrees to installment payments of the Assessed Road Impact Fees as set forth herein.
- C. Prior to the issuance of the ILP, the Applicant agrees to tender \$5,000.00 (Five-Thousand Dollars) or five percent (5%), whichever is greater.
- D. Pursuant to I.C. 36-7-4-1324 the City will charge seven percent (7%) interest on an annual basis, only on the portion of the impact fee that is outstanding.
- E. Pursuant to I.C. 36-7-4-1324 the City may charge a ten percent (10%) penalty on any installment which is not paid by the payable due date set forth in Section F. This penalty will be assessed only to the installment amount which is overdue and is a one-time charge for that installment. Interest in the amount described in Section D may also be charged on the penalty amount in accordance with I.C. 36-7-4-1324.
- F. The Applicant agrees to make installment payments to the City for the remaining Assessed Road Impact Fee on or before the dates set forth below. The remaining amounts shall be due in equal payments beginning June 21, 2024, and every year thereafter, in accordance with the following:

Issuance of ILP:	\$8,746.15
June 21, 2024:	\$40,528.99
June 21, 2025:	\$40,528.99
June 21, 2026:	\$40,528.99
June 21, 2027:	\$40,528.99
June 21, 2028:	\$40,528.99
Total Road Impact Fee:	\$211,391.10

- G. The Applicant is aware and agrees that a lien is placed upon the Real Estate pursuant to I.C. 36-7-4-1325 and the City reserves all rights of collection thereunder.

Section 4. **Binding on Successors and Assigns:**

This Agreement is binding upon each subsequent owner of the Real Estate, each other person acquiring an interest in the Real Estate, and each user of the Real Estate, unless modified or terminated by the City.

Section 5. **Effective Date:**

This Agreement is effective upon the issuance of the ILP and shall continue in effect until the Assessed Road Impact Fees are paid in full or unless modified or terminated in writing by the City.

Section 6. **Recording:**

The undersigned hereby authorizes the Westfield Community Development Department to record this Agreement in the Office of the Recorder of Hamilton County, Indiana, if desired by the City.

Section 7. **Enforcement:**

This Agreement may be enforced by the City of Westfield, and the only proper venue shall be the Hamilton Circuit or Superior Courts in Hamilton County, Indiana.

[Remainder of page intentionally left blank;
Signature page follows.]

Murphy Real Estate Services (the "Applicant")

By: [Signature]

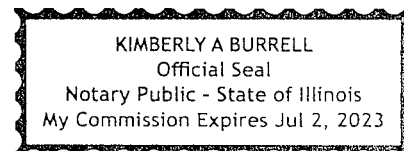
Printed Name: John T. Murphy

Title: manager

Date: 5/18/23

Before me the undersigned, a Notary Public in and for said County and State, personally appeared the above party, who having been duly sworn acknowledged the execution of the foregoing instrument.

[Signature]
SIGNATURE OF NOTARY PUBLIC



State of Illinois, County of Cook, SS:

Subscribed and Sworn before me this 18 day of may, 2023.

Printed Name of Notary Public Kimberly A Burrell

My Commission Expires July 2, 2023

I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security Number in this document, unless required by law: Michael Pearce, City Engineer.

Prepared by: Michael Pearce, City Engineer
City of Westfield
2728 East 171st Street,
Westfield, IN 46074
(317) 473-2917

**CITY OF WESTFIELD
BOARD OF PUBLIC WORKS & SAFETY**

Jim Ake, Member

J. Andrew Cook, Member

Larry Clarino, Member

ATTEST:

Pat Leuteritz, Office Administrator

Exhibit A
Real Estate

LEGAL DESCRIPTION

BLOCK "A" IN THE LAKES AT SHADY NOOK, SECTION 1B, AS PER PLAT THEREOF DATED MARCH 5, 2015 AND RECORDED MARCH 27, 2015 AS INSTRUMENT NO. 2015014367 IN THE OFFICE OF THE RECORDER OF HAMILTON COUNTY, INDIANA; AMENDED BY CERTIFICATE OF CORRECTION DATED APRIL 29, 2015 AND RECORDED MAY 1, 2015 AS INSTRUMENT NO. 2015020484, CERTIFICATE OF CORRECTION DATED AUGUST 14, 2015 AND RECORDED AUGUST 20, 2015 AS INSTRUMENT NO. 2015044013, CERTIFICATE OF CORRECTION DATED SEPTEMBER 9, 2015 AND RECORDED SEPTEMBER 18, 2015 AS INSTRUMENT NO. 2015049242 AND CERTIFICATE OF CORRECTION SEPTEMBER 10, 2015 AND RECORDED SEPTEMBER 18, 2015 AS INSTRUMENT NO. 2015049243.

PART OF THE NORTHWEST QUARTER OF SECTION 32, TOWNSHIP 19 NORTH, RANGE 4 EAST IN WASHINGTON TOWNSHIP, HAMILTON COUNTY, INDIANA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID NORTHWEST QUARTER; THENCE NORTH 00 DEGREES 19 MINUTES 07 SECONDS EAST 403.01 FEET ALONG THE WEST LINE OF SAID NORTHWEST QUARTER; THENCE SOUTH 89 DEGREES 39 MINUTES 46 SECONDS EAST 279.42 FEET; THENCE SOUTH 19 DEGREES 06 MINUTES 38 SECONDS EAST 59.13 FEET; THENCE SOUTH 00 DEGREES 01 MINUTES 19 SECONDS EAST 346.03 FEET TO THE SOUTH LINE OF SAID NORTHWEST QUARTER; THENCE NORTH 89 DEGREES 53 MINUTES 48 SECONDS WEST 301.15 FEET ALONG SAID SOUTH LINE TO THE PLACE OF BEGINNING, CONTAINING 2.065 ACRES, MORE OR LESS.

Exhibit B
Assessed Road Impact Fee

ROAD IMPACT FEE ASSESSMENT

Estimate Request #: 23-RIFA-06

Assessment Date: 4/14/2023

Calculations Performed by: Weston Rogers
(I.C. 36-7-4-1321 and City Ordinance No. 17-43)**Property Information:****Property Description:**Parcel: 08-06-32-00-25-047.000
Address: 18110 Grassy Branch Rd.
Westfield, Indiana 46074**Applicant Information:**Name: Chris Horney
Address: 227 W. Monroe Street
Suite 5040
Chicago, IL 60606
Contact: 312-625-1417chorney@murphyres.com**Development Information:**

Existing: Vacant

Proposed:

10,900 square foot daycare

Zoning: Andover PUD District

Road Impact Fee Calculation:

In accordance with I.C. 36-7-4-1321 and the City's adopted impact fee ordinance, road impact fees are calculated based on the number of twenty-four-hour trips taken from the latest version of the *Trip Generation Manual*, a study published by the Institute of Transportation Engineers (the following were developed based on the guidelines set forth in the 10th Edition).

Land Use Code:	Day Care Center (565)		
Independent Variable:	10,900	Square feet	
Weighted Trip Average:	47.62	per	1,000 square feet building (average weekday 24-hour trip rate)

Trips:

A "trip" is a single or one-direction vehicle movement exiting or entering the site. For trip generation purposes, the total trips for a 24-hour period are the total of all trips entering plus all trips exiting a site during this period (e.g., one vehicle in and out of site equals two trips).

Pass-by Trips:

A pass-by trip is a trip made as an intermediate stop from an origin to a primary destination, and is generally a trip attracted from traffic already passing the site on an adjacent street. Trip generation estimates may be able to be reduced, subject to the land use, its context and available data from the Trip Generation Manual. If appropriate, the calculation below takes pass-by trips into consideration.

Redevelopment:

If this development includes the demolition of an existing structure (e.g., redevelopment, relocation), then the calculation below takes into consideration the appropriate credits that may be eligible for this development, based on the demolition of the existing structure.

Calculation:

square feet building	Variable	Trip Average	
Trips: 10,900 /	1,000 x	47.62 =	519.06 24-hour trips
Pass-by Trips:	Average pass-by trip percentage:		0% pass-by trip reduction %
			0.00 pass-by trips
Credits:	No structure demolition is proposed		0.00 structure demolition credits
	Total net trips:		519.06 24-hour trips

Road Impact Fee: \$ 337 per trip (effective 01/01/2023 through 12/31/2023)

Road Impact Fee Assessment:							Road Impact Fee Due:
24-hour trips	fee per trip		road impact fee	pass-by trip discount	redevelopment credits		
519.06	x \$ 337	=	\$ 174,923	- \$0	- \$0.00	=	\$ 174,923

X	This is being provided as an assessment of the road impact fees due for the development. Road impact fees are due by the applicant upon the City's issuance of an improvement location permit for this development. Please provide a copy of this assessment with any Improvement Location Permit application made with the City regarding this property.
	This is being provided as an estimate for informational purposes only at the request of the applicant and is not binding upon the applicant or the City. The actual assessment of road impact fees for this development is subject to change.

HAMILTON COUNTY
CITY OF WESTFIELD

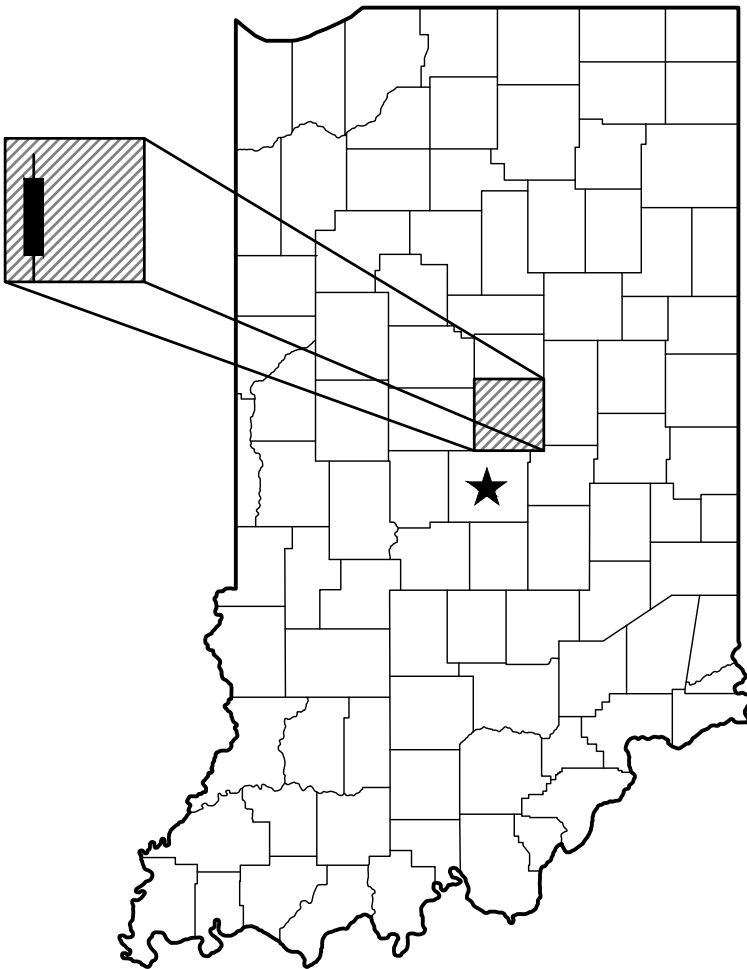
PLAN SET 1 OF 2

TRAIL CONNECTORS

APPROVED BY THE CITY OF WESTFIELD:

PROJECT NO. 20-4259 P.E.

WESTFIELD CONNECTOR TRAIL CONSISTS OF THE CONSTRUCTION OF SHARED USE PATHS ALONG 156TH STREET & WESTFIELD BLVD. BEGINNING AT THE EXISTING PATH UNDER US 31 ON 156TH STREET AND CONNECTING TO THE EXISTING NATALIE WHEELER TRAIL ON THE EAST SIDE OF WESTFIELD BLVD. THEN BEGINNING AT THE EXISTING PATH UNDER US 31 ON WESTFIELD BLVD. AND CONNECTING TO THE EXISTING NATALIE WHEELER TRAIL ON THE EAST SIDE OF WESTFIELD BLVD. ALL WITHIN SECTIONS 12 & 13, RANGE 3E AND SECTIONS 7 & 18, RANGE 4E OF TOWNSHIP 18N, WASHINGTON TOWNSHIP, HAMILTON COUNTY, INDIANA.



PROJECT LOCATION SHOWN BY

DATE: J. ANDREW COOK, MAYOR OF WESTFIELD

DATE: LARRY CLARINO, MEMBER

DATE: JIM AKE, MEMBER

DATE: JOHNATHON NAIL, DIRECTOR OF PUBLIC WORKS

DATE: MICHAEL PEARCE, PE, CITY ENGINEER

GROSS LENGTH: 0.211 Miles
NET LENGTH: 0.211 Miles

LOCATION:
LATITUDE: 40° 02' 58.00" N
LONGITUDE: 86° 10' 21.01" W

PLAN SCALES:
HORIZ: 1" = 20'
VERT: 1" = 20'

PROFILE SCALES:
HORIZ: 1" = 20'
VERT: 1" = 5'

MAX. GRADE: 5.0%

END CONSTRUCTION
STA. 14+01.48, "PR-A"
BEGIN CONSTRUCTION
STA 20+10.00, "PR-B"

END CONSTRUCTION
STA. 31+14.88 "PR-C"

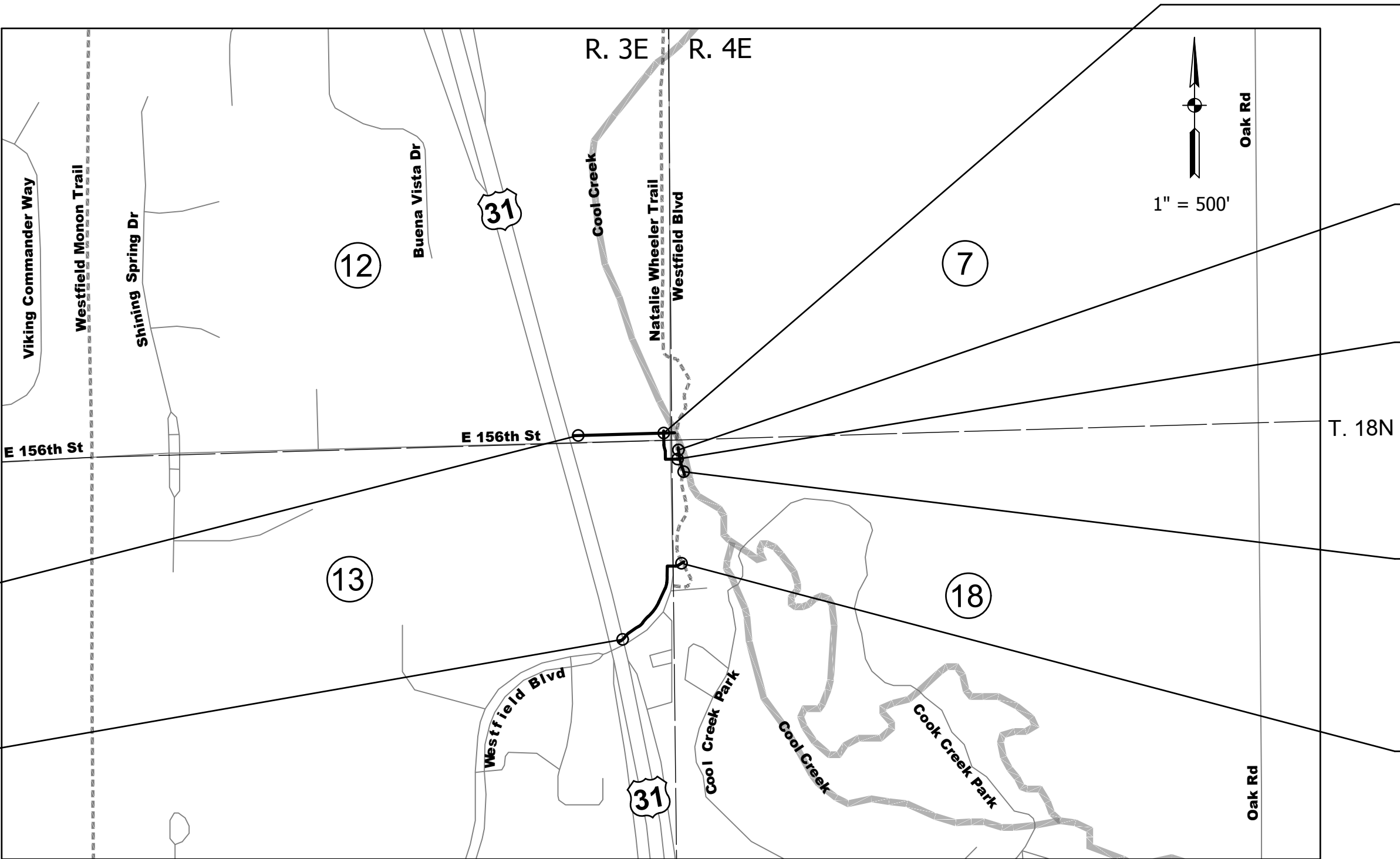
END CONSTRUCTION
STA. 21+80.21 "PR-B"

BEGIN CONSTRUCTION
STA. 30+15.00 "PR-C"

END CONSTRUCTION
END PROJECT
STA. 44+86.94 "PR-D"

BEGIN PROJECT
BEGIN CONSTRUCTION
STA. 10+22.00 "PR-A"

BEGIN CONSTRUCTION
STA. 40+20.00 "PR-D"

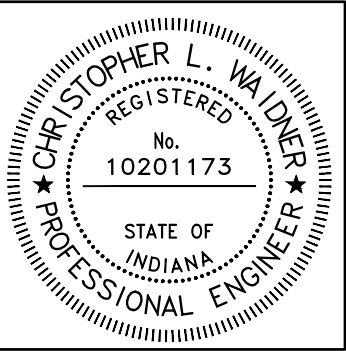


LOCATION MAP
WASHINGTON TWP.
HAMILTON COUNTY

[INDIANA DEPARTMENT OF TRANSPORTATION
STANDARD SPECIFICATIONS DATED 2022 TO
BE USED WITH THESE PLANS]

DIRECTORY...F:\2020\20-4259 Westfield Trail Connectors\30 SheetDrawings\00 2023 Final Sheet Drawings\1
FILE20-4259 Title Sheet.dwg
DMSCALE...1 LTSCALE...500
PLOTTED BY...Abuza
DATE.....May 08, 2023 9:54am

PLANS PREPARED BY:	VS ENGINEERING, INC.	FAX: (317) 293-4737 TEL: (317) 293-3542
CERTIFIED BY:		PHONE NUMBER 4/28/2023
APPROVED FOR LETTING:	Christopher Waidner, P.E. INDIANA REG. NO. 10201173	DATE
INDIANA DEPARTMENT OF TRANSPORTATION		DATE



CONTRACT XXX	DESIGNATION XXX	SHEETS 1 of 15	PROJECT 20-4259
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APPROVED BY THE CITY OF WESTFIELD:

PROJECT	DESIGNATION
2204984	N/A
CONTRACT	
N/A	

DATE: J. ANDREW COOK, MAYOR OF WESTFIELD

DATE: LARRY CLARINO, MEMBER

DATE: JIM AKE, MEMBER

DATE: JOHNATHON NAIL, DIRECTOR OF PUBLIC WORKS

DATE: MICHAEL PEARCE, PE, CITY ENGINEER

CITY OF WESTFIELD, INDIANA

Midlands Trace Trail

Midlands Trace Trail Construction
PROJECT NO. 2204984 P.E.

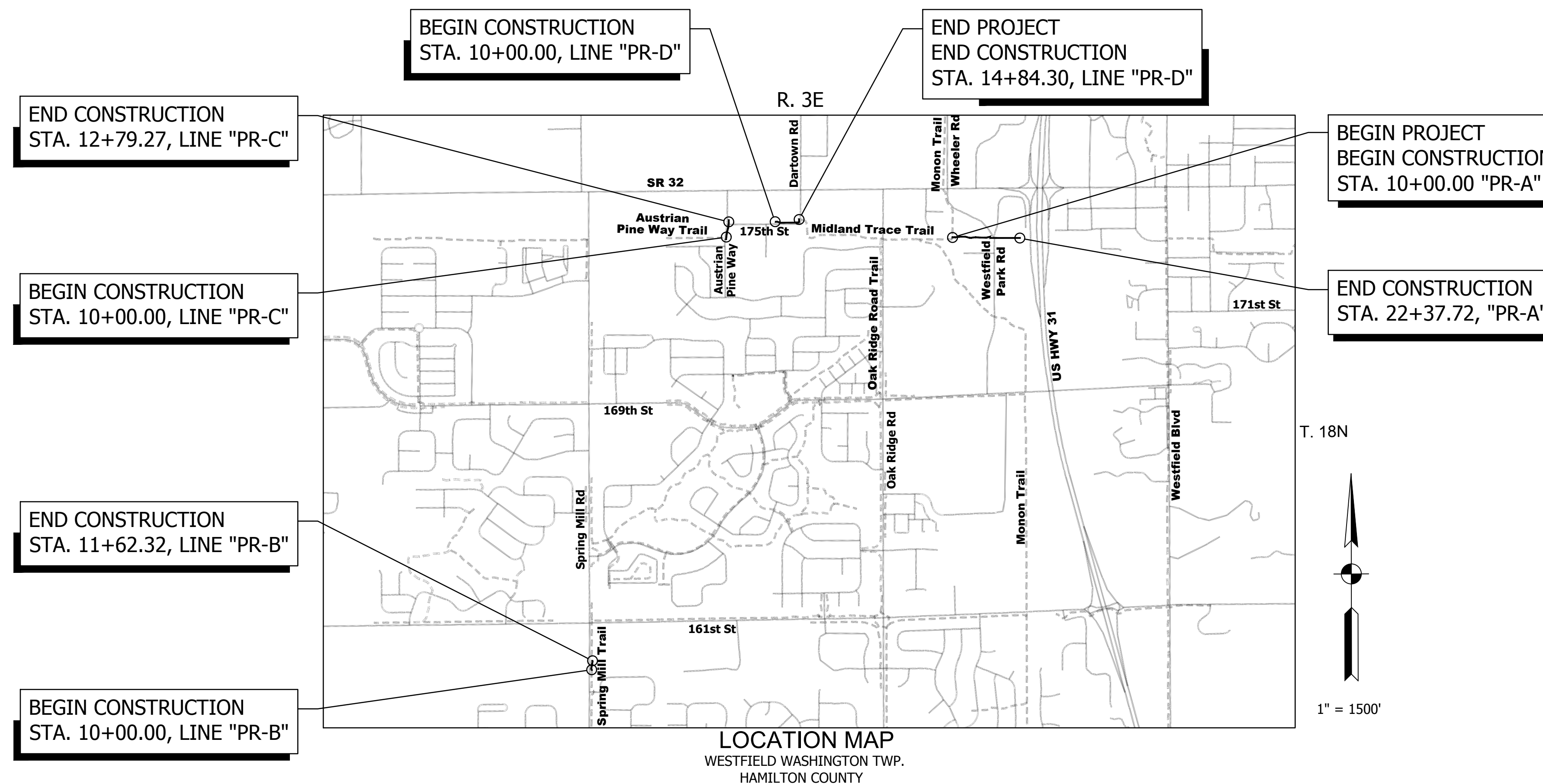
Trail Construction along Spring Mill Road, Austrian Pine Way,
W 175th Street, and Connection to the Monon Trail.

GROSS LENGTH: 0.394 Miles
NET LENGTH: 0.394 Miles

LOCATION:
LATITUDE: 40° 1' 56" N
LONGITUDE: 86° 7' 44" W

SCALES:

PLAN { LONG: 1" = 20' PROFILE { HORIZ: 1" = 20'
VERT: 1" = 5' MAX. GRADE: 8%

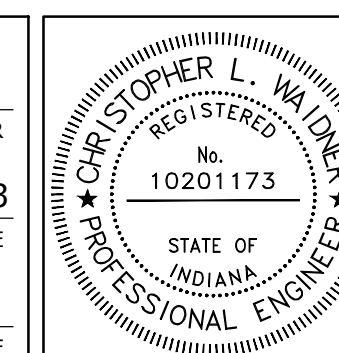


PROJECT LOCATION SHOWN BY

[INDIANA DEPARTMENT OF TRANSPORTATION
STANDARD SPECIFICATIONS DATED 2022 TO
BE USED WITH THESE PLANS]

DIRECTORY.....F:\2022\2204984 Midland Trace Gaps\30 SheetDrawings\01 Title and Index\
FILE.....4984 title.dwg
DIMSCALE.1 LTSCALE.....500
PLOTTED BY..S Fleming
DATE.....May 15, 2023 - 9:31am

PLANS	 VS ENGINEERING, INC.	FAX: (317) 293-4737
PREPARED BY:		TEL: (317) 293-3542
		PHONE NUMBER
CERTIFIED BY:	 CHRISTOPHER WIDNER, P.E.	5/15/2012
APPROVED	INDIANA REG. NO. 10201173	DATE
FOR LETTING:	INDIANA DEPARTMENT OF TRANSPORTATION	DATE

[illegible]



May 24, 2023

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:

- Epcon Westfield, LLC, Courtyards of Westfield, Section 2, Bond #PB00155801865, \$82,534.42, 151st Street Right-of-Way
- WMG Development, LLC, Westfield Dental Office & Bank, Bond #100068656, \$36,564.00, Storm Sewer
- CND-Woods Robinson, LLC, Harvest Trail, Section 1, Bond #K41682206, \$275,581.00, 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:

- Alt Construction, LLC, NinjaZone, Bond #SU1170439, \$28,105.00, Erosion Control
- Alt Construction, LLC, NinjaZone, Bond #SU1170440, \$119,667.90, Storm Sewer
- Shiel Sexton Company, Inc., SEP Headquarters, Bond & Rider #30084506, \$46,405.70, Storm & Erosion Control
- Capitol Construction Services, Inc., Portillo's – Wheeler Landing, Bond & Rider #26478199, \$63,349.00, Erosion Control & ROW Improvements
- Platinum Properties Management Company, LLC, Lancaster, Section 10, Bond #4172850, \$17,931.10, 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:

- Alt Construction, LLC, NinjaZone, Bond #SU1191366, \$2,555.00, Erosion Control
- Alt Construction, LLC, NinjaZone, Bond #SU1191367, \$10,878.90, Storm Sewer
- Shiel Sexton Company, Inc., SEP Headquarters, Bond #30181623, \$26,676.20, Storm & Erosion Control
- Capitol Construction Services, Inc., Portillo's at Wheeler Landing, Bond #30172745, \$5,759.00, Erosion Control & ROW Improvements

- Platinum Properties Management Company, LLC, Lancaster, Section 10, Bond #4172343, \$1,631.00, Erosion Control
- D&R Excavating, Inc., d/b/a Earth Resources, Lancaster, Section 10, Bond #100000920, \$15,171.00, Storm Sewer & SSD
- Globe Asphalt & Paving Co., Inc., Lancaster, Section 10, Bond #7670282, \$9,957.00, Stone Base, Asphalt Base & Binder, Asphalt Surface
- Karns, Inc., Lancaster, Section 10, Bond #BMIJ412576, \$2,268.00, Concrete Curb & Common Area Walk

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:

- Millennium Contractors, LLC, Community First Bank, Bond #30110296, \$6,000.00, Storm Sewer & Erosion Control

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:

- NVS Properties, Higher Ground Education – Westfield, IN #2, \$8,483.00, Streets, Curbs, Storm Sewer, Sidewalks & Erosion Control



**City of Westfield Fire Department
Board of Public Works & Safety Report
April 2023 Report**

Contact: Fire Chief

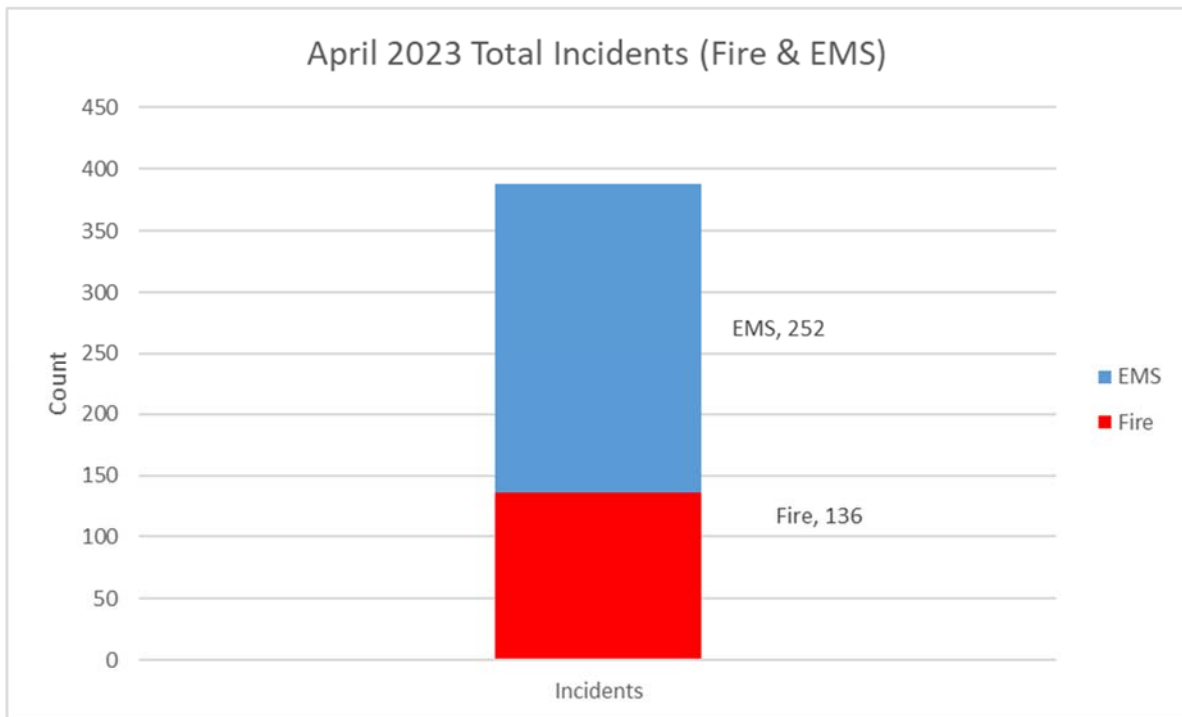
Rob Gaylor

Or Nikki Hartman

804-3304



Westfield Fire April 2023 Incident Statistics



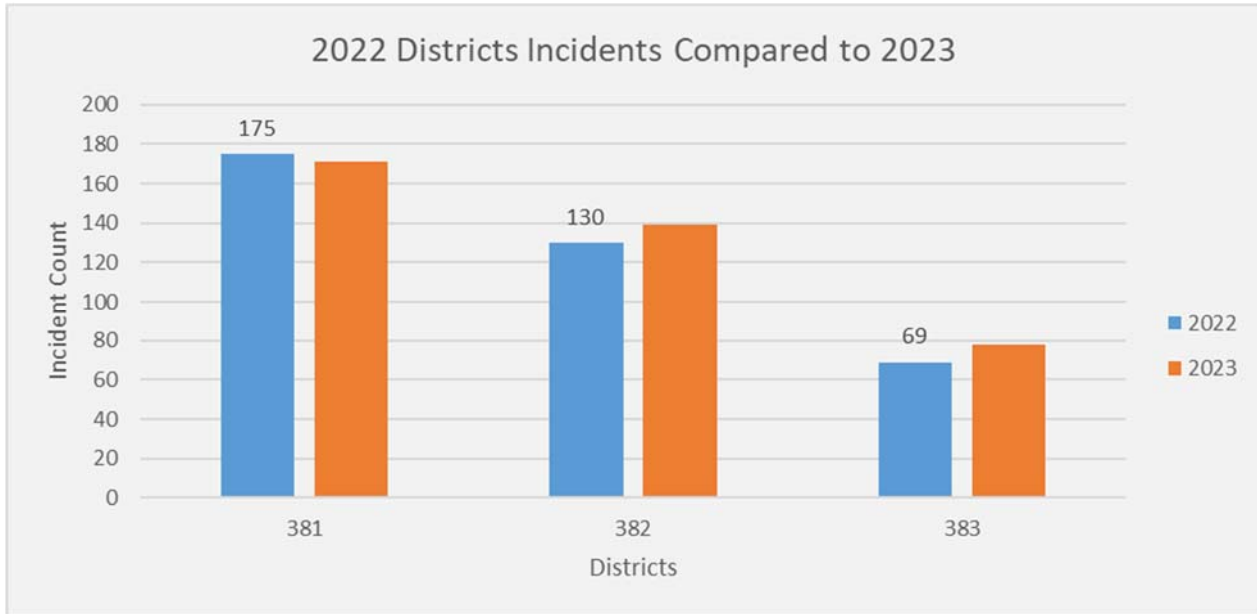
Incident Type	Incident Count	% of total Incident
Fire	136	35%
EMS	252	65%
Total	388	

Average 13.38 response per day. Average turnout time 1:14. And a total of 862 apparatus response.

Station 81 171 calls
Station 82 139 calls
Station 83 78 calls



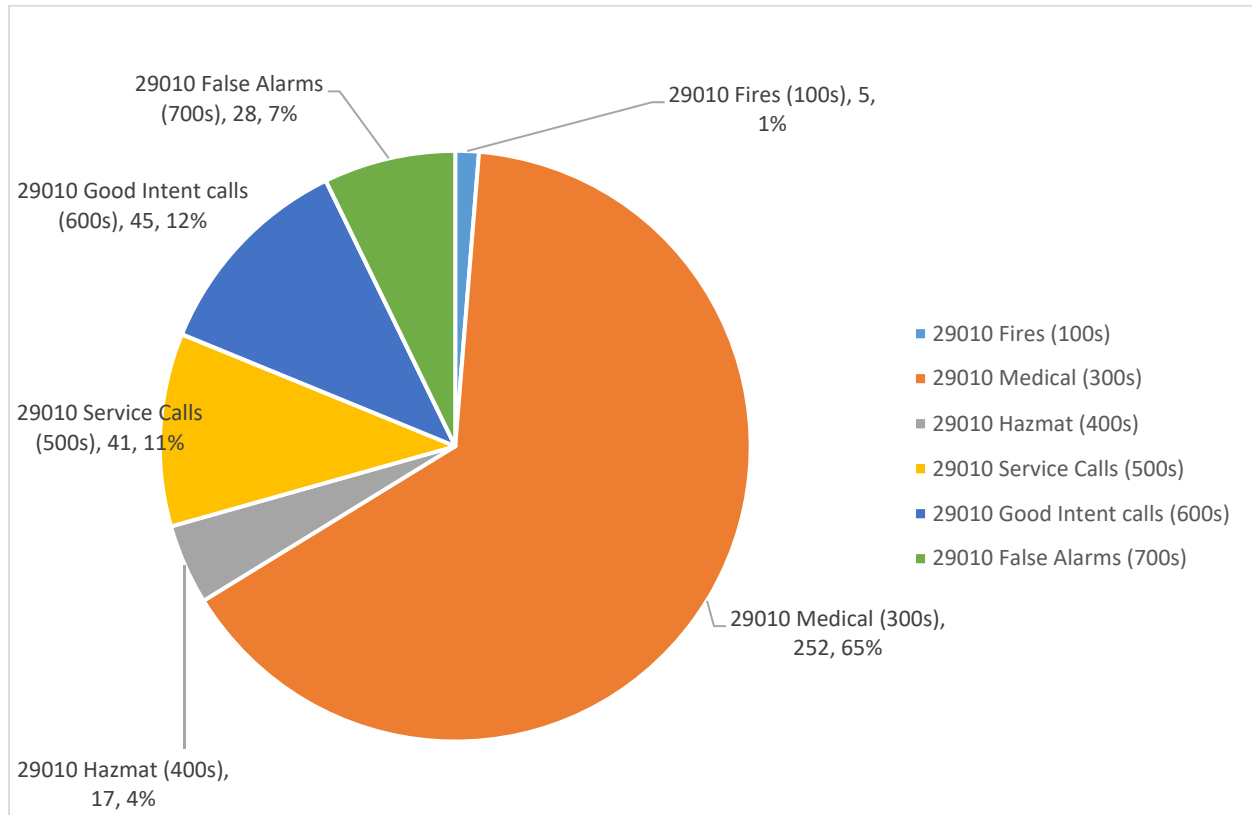
Westfield Fire April 2023 Incident Statistics



District	2022	2023	Increase/ decrease	% increase /%decrease
381	175	171	-4	-2%
382	130	139	9	7%
383	69	78	9	13%
Total	374	388	14	3.74%



Westfield Fire April 2023 Incident Statistics

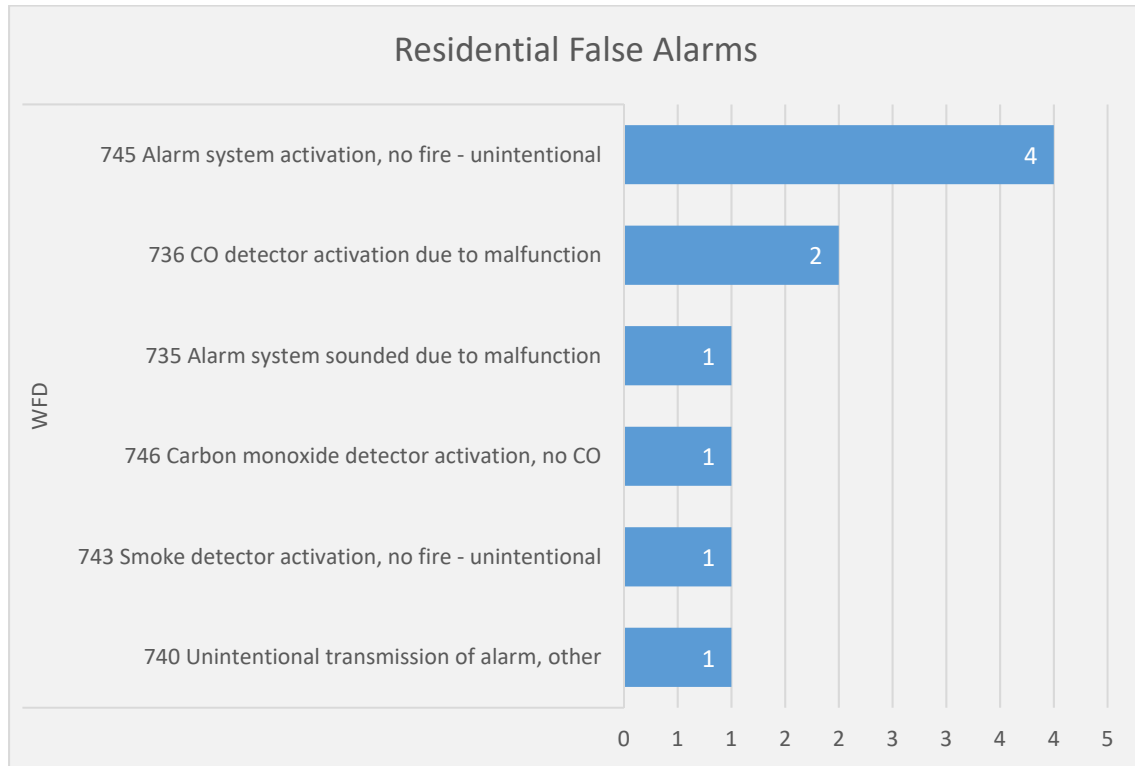


Call Type	Incident Count	% of total calls
Medical	252	64.95%
Good Intent	45	11.60%
Service Calls	41	10.57%
False Alarm	28	7.22%
Hazmat	17	4.38%
Fires	5	1.29%
Total	388	



Westfield Fire April 2023 Incident Statistics

False Alarm Calls

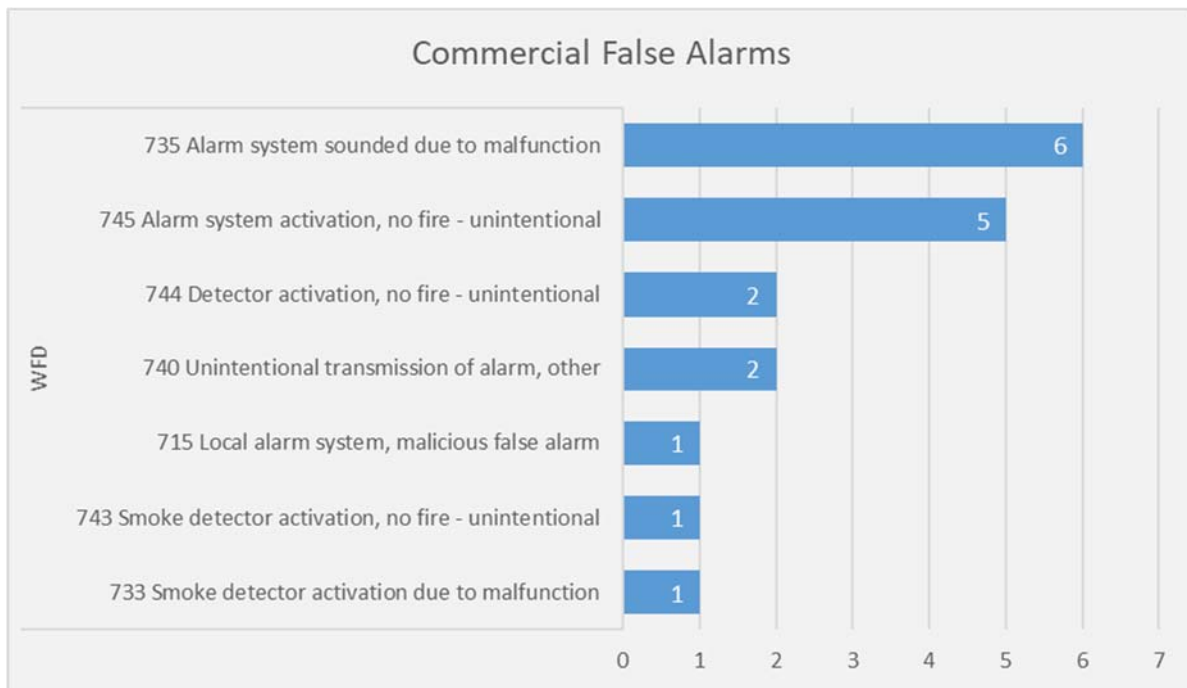


10 Residential Alarms



Westfield Fire April 2023 Incident Statistics

False Commercial Fire Alarm Calls

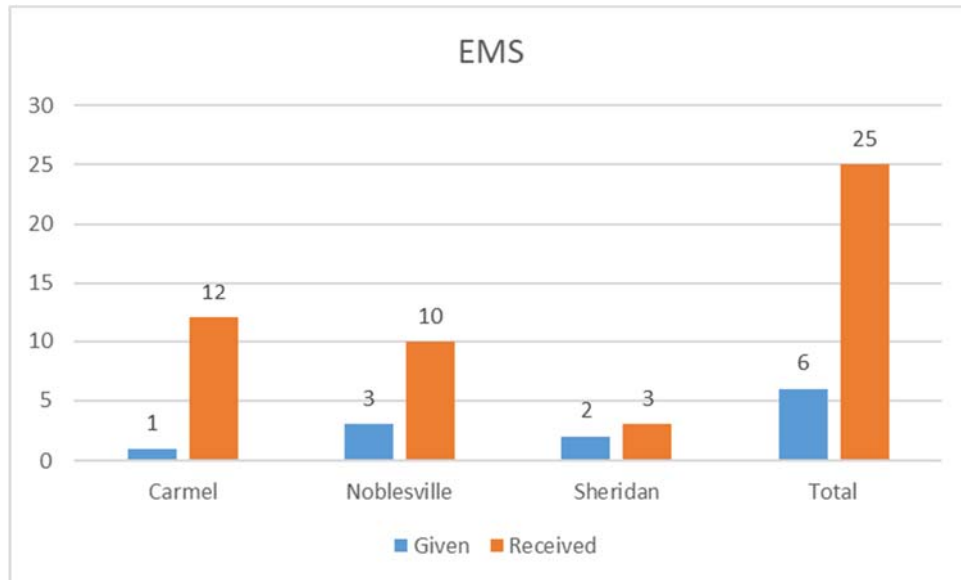


18 Commercial False Alarms



Westfield Fire April 2023 Incident Statistics

Mutual Aid data
EMS



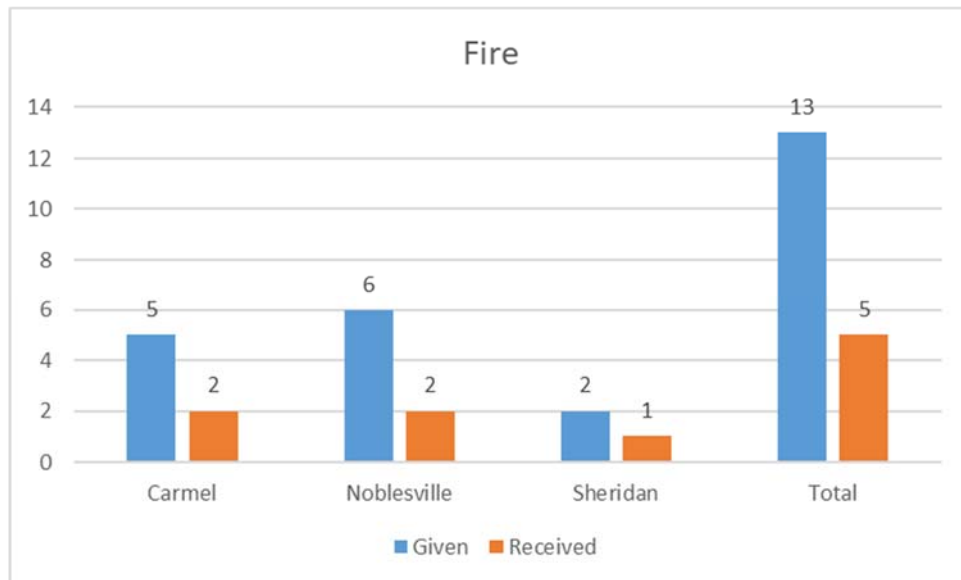
Total 25

	Given	Received
Carmel	1	12
Noblesville	3	10
Sheridan	2	3
Total	6	25



Westfield Fire April 2023 Incident Statistics

Mutual Aid Data Fire Incidents



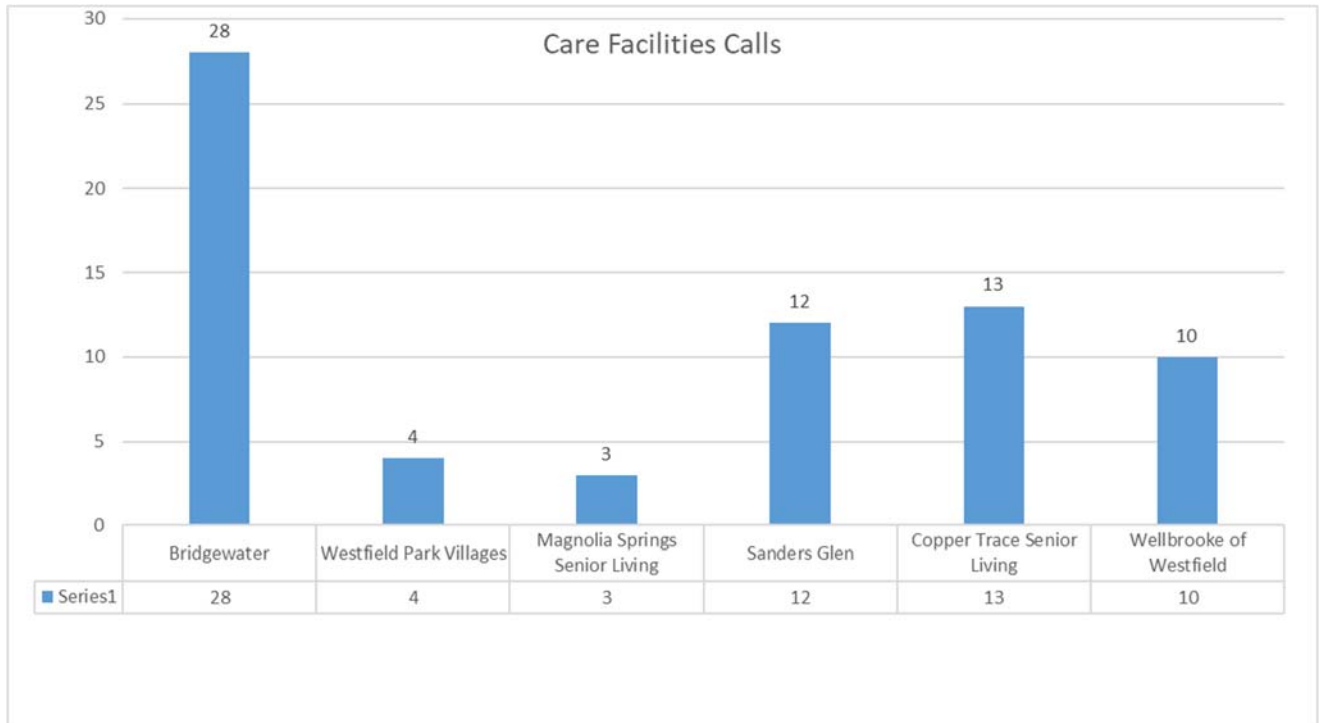
Total 18

	Given	Received
Carmel	5	2
Noblesville	6	2
Sheridan	2	1
Total	13	5



Westfield Fire April 2023 Incident Statistics

Care Facility



	Month
Bridgewater	28
Westfield Park Villages	4
Magnolia Springs Senior Living	3
Sanders Glen	12
Copper Trace Senior Living	13
Wellbrooke of Westfield	10

Westfield Police Department

Monthly Performance Measures Report



Board of Public Works & Safety

April 2023

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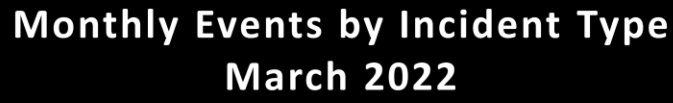
Westfield Police Department

April 2023

Events by Nature

Incident Type	Count	Incident Type Cont.	Count. Cont.
911 Hang Up	35	Investigative Stop	0
Abandoned Vehicle	4	Juvenile Complaint	11
Abandonment	0	K9 Detail	0
Abuse / Neglect	6	Kidnapping	0
Accident - Hit & Run PD	13	Lock Out	50
Accident - Hit & Run PI	0	Loud Party	5
Accident - Other	1	Mental Emotional - Violent	5
Accident - Property Damage	63	Mental Emotial/Suicide Attempt	1
Accident - Personal Injury	13	Mental Person	14
Accident - Sinking Vehicle	0	Miscellaneous	17
Accident - Unknown	1	Missing Person	5
Accelerator Stuck	0	Missing Person - PLS	0
Active Assailant	0	New Call	0
Alarm - Other	1	Nuisance	7
Alarm - Vehicle	0	Ordinance Misc.	22
Alarm - Burglar	116	Parking Complaint	25
Alarm - Hold Up	8	Physical Disturbance	15
Animal Bite / Attack	5	Product Contamination	0
Animal Complaint	43	Reckless Activity	2
Assist Fire	40	Road Rage	8
Assist Other Department	19	Robbery	0
Assist Public	36	Runaway	3
Battery	8	School Patrol	511
Bike Patrol	2	Security Check	692
Bomb Device Found	0	Sex Offense	1
Bomb Threat	0	Shooting	1
Burglary	3	Solicitor	4
Carjacking	0	Special Detail	3
Case Follow Up	105	Stabbing	0
Child Seat Inspection	0	Suicide	0
Civil Dispute	22	Suspicious Activity	100
Criminal Mischief	14	Suspicious Package	0
Damage to Property	0	Suspicious Person	0
Death Investigation	1	Test	0
Directed Patrol	713	Theft	54
Disturbance	18	Theft - From a Vehicle	10
Domestic	0	Theft - of a Vehicle	1
Driving Complaint	150	Theft Shoplifter	0
Drug Complaint	3	Threat to Life	6
Drug Lab	0	Threatening Suicide	8
Escort	0	Tow Release	0
Fail to Return Comm Corrections	0	Traffic Hazard	74
Fight	0	Transport	0
Firearms Shots Fired	3	Trespassing	15
Foot Patrols	365	Traffic Stop	978
Found / Lost Property	13	Unknown Call for Police	0
Found Person	0	VIN Check	41
Fraud Prescription	0	Wanted	1
Fraud / Deception	24	Warrant Service	3
Harassment	16	Weapons Complaint	3
Intoxicated Person	4	Welfare Check	47
Investigation	28	Total	4639

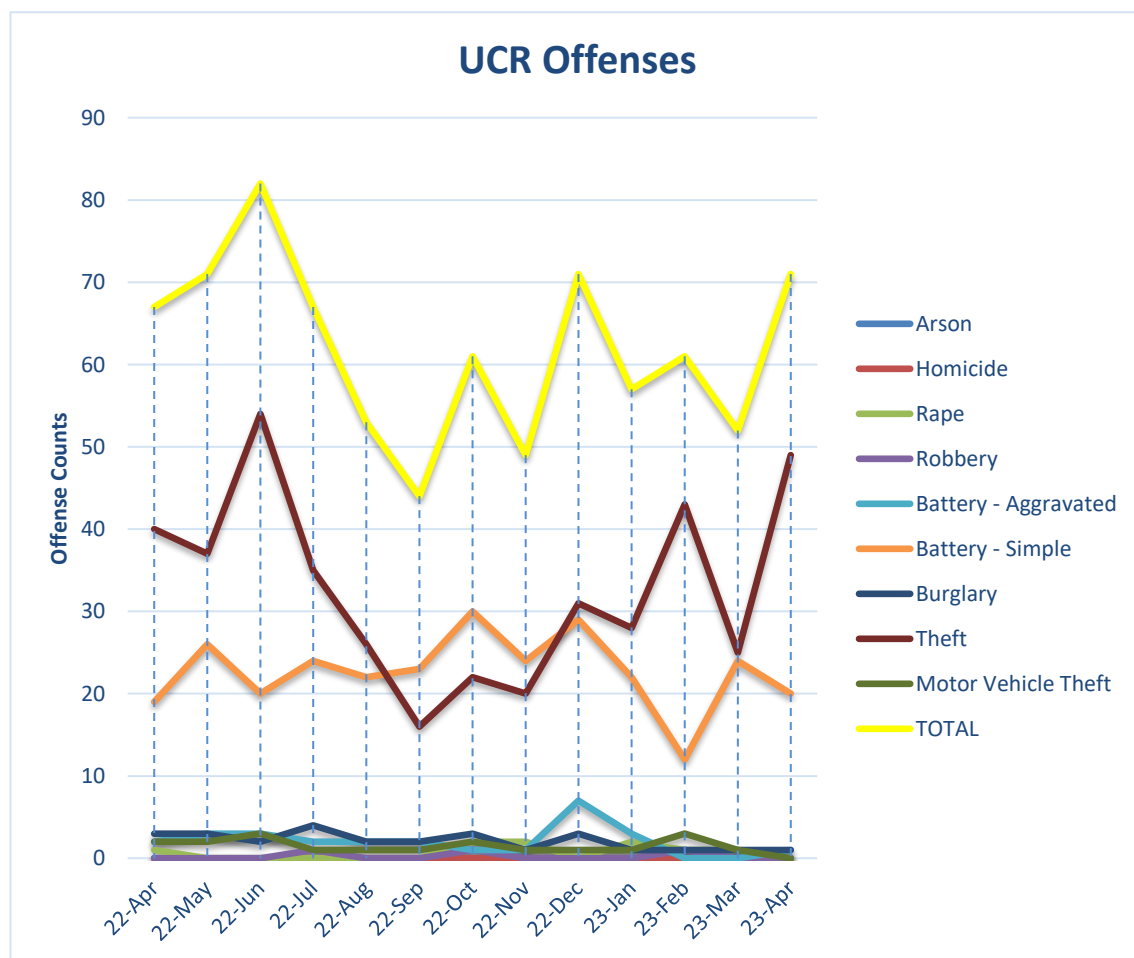
April 2023



Westfield Police Department
April 2023

UCR OFFENSES

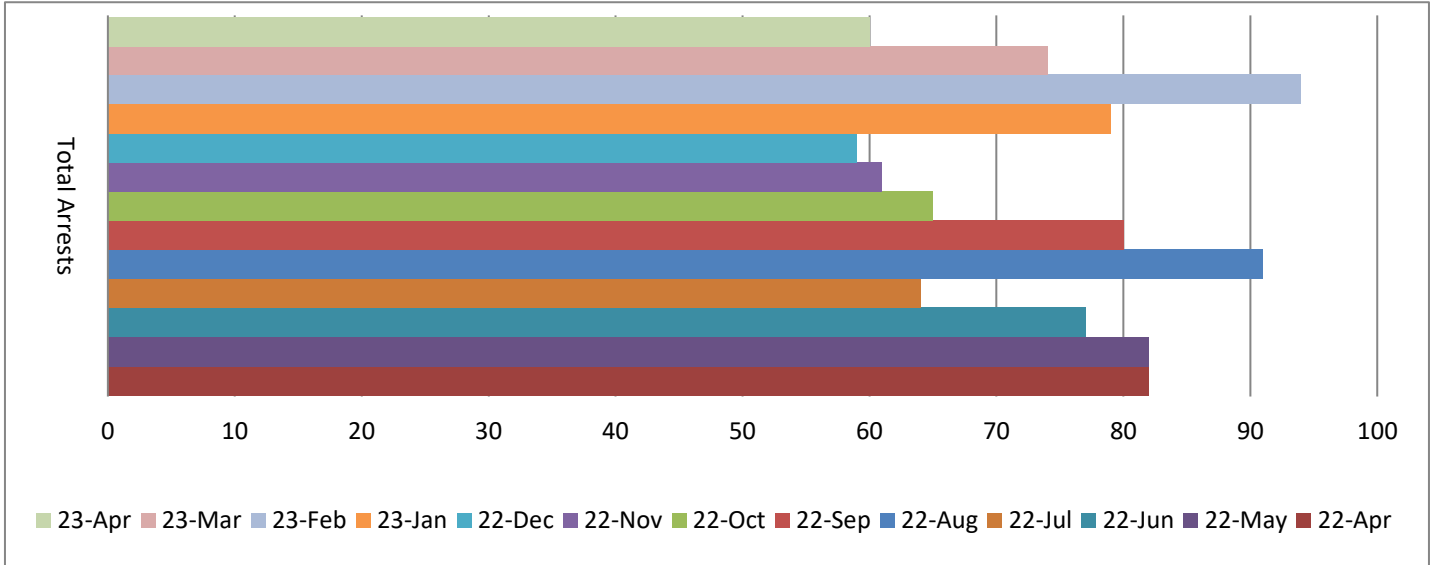
OFFENSE	22-Apr	22-May	22-Jun	22-Jul	22-Aug	22-Sep	22-Oct	22-Nov	22-Dec	23-Jan	23-Feb	23-Mar	23-Apr
Arson	0	0	0	0	0	0	0	0	0	0	0	0	0
Homicide	0	0	0	0	0	0	0	0	0	0	0	0	0
Rape	1	0	0	0	0	0	2	2	0	2	1	1	0
Robbery	0	0	0	1	0	0	1	0	0	0	1	0	0
Battery - Aggravated	2	3	3	2	2	2	1	1	7	3	0	0	1
Battery - Simple	19	26	20	24	22	23	30	24	29	22	12	24	20
Burglary	3	3	2	4	2	2	3	1	3	1	1	1	1
Theft	40	37	54	35	26	16	22	20	31	28	43	25	49
Motor Vehicle Theft	2	2	3	1	1	1	2	1	1	1	3	1	0
TOTAL	67	71	82	67	53	44	61	49	71	57	61	52	71



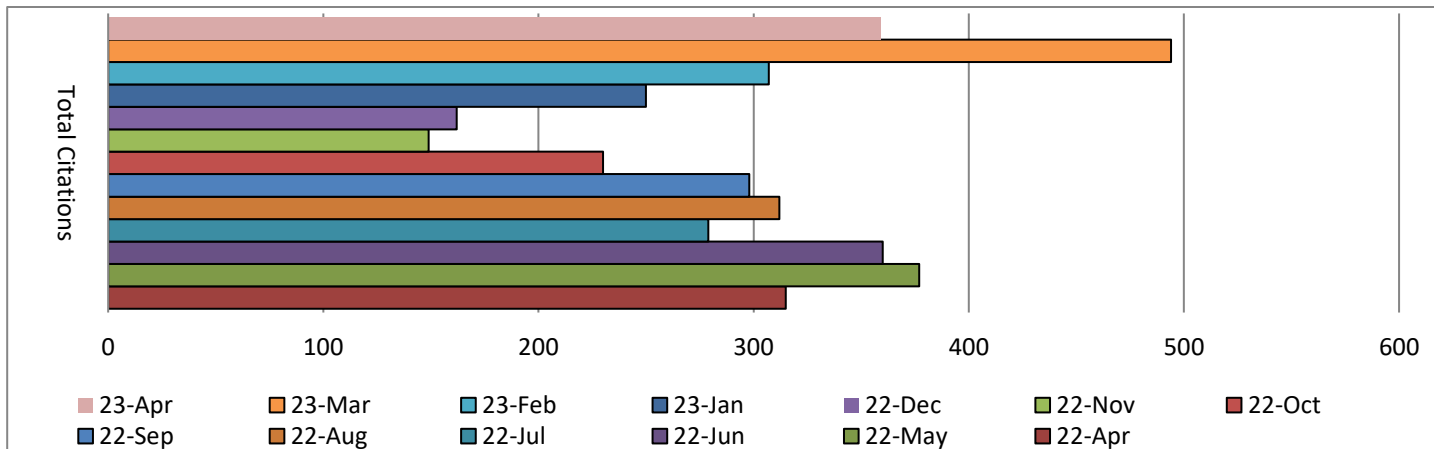
Westfield Police Department

April 2023

Arrest Reports Taken	22-Apr	22-May	22-Jun	22-Jul	22-Aug	22-Sep	22-Oct	22-Nov	22-Dec	23-Jan	23-Feb	23-Mar	23-Apr
Alcohol/ Drug Related	28	36	39	22	35	28	21	23	20	27	16	16	12
Felony Charges	31	46	41	37	60	37	20	31	26	28	10	45	25
Misdemeanor Charges	95	99	100	68	114	101	85	83	65	98	82	82	76
Total Arrests	82	82	77	64	91	80	65	61	59	79	94	74	60

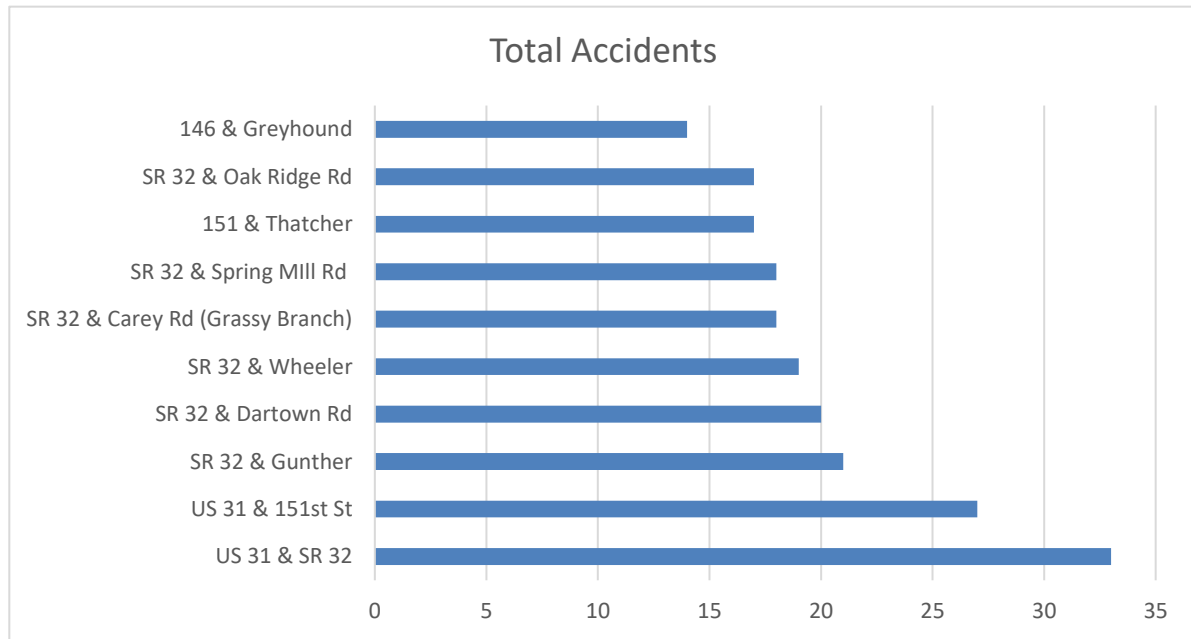


Traffic	22-Apr	22-May	22-Jun	22-Jul	22-Aug	22-Sep	22-Oct	22-Nov	22-Dec	23-Jan	23-Feb	23-Mar	23-Apr
Total Citations	315	377	360	279	312	298	230	149	162	250	307	494	359
Total Written Warning	1178	1309	1218	1090	1442	1264	977	889	781	1130	1000	956	772
Total Traffic Accidents	61	63	96	76	84	71	94	65	77	67	54	74	59
Property Damage	53	55	88	70	69	62	82	58	64	60	43	64	48
Personal Injury	8	8	8	6	15	9	12	7	13	7	10	10	6
Fatality	0	0	0	0	0	0	0	0	0	0	1	0	1
Hit and Run*	6	4	14	9	5	7	8	10	8	10	6	11	5
*numbers included in property damage, personal injury, and fatality accidents													



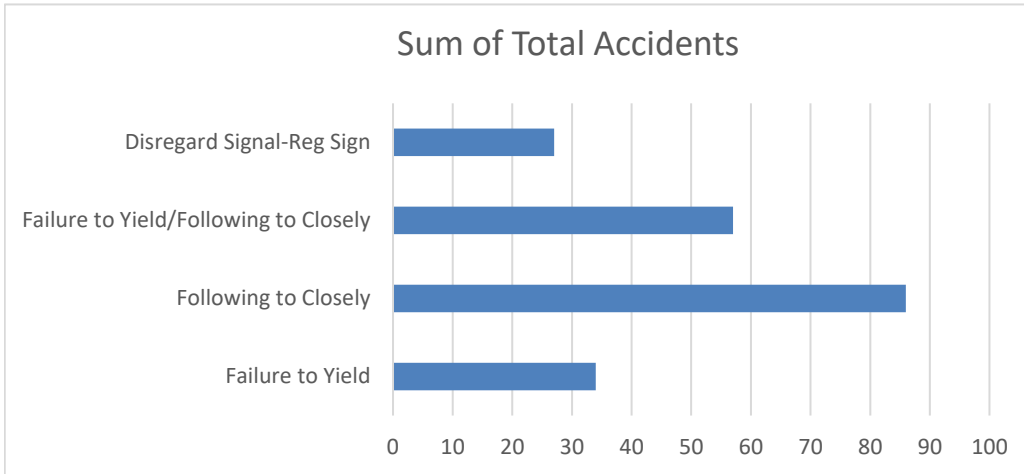
Westfield Police Department
April 2023

Top Accident Locations		
Accident Location	Total Accidents	Primary Cause
US 31 & SR 32	33	Following too Closely
US 31 & 151st St	27	Disregard Signal-Reg Sign
SR 32 & Gunther	21	Following too Closely
SR 32 & Dartown Rd	20	Failure to Yield/Following too Closely
SR 32 & Wheeler	19	Failure to Yield/Following too Closely
SR 32 & Carey Rd (Grassy Branch)	18	Failure to Yield/Following too Closely
SR 32 & Spring Mill Rd	18	Following too Closely
151 & Thatcher	17	Failure to Yield
SR 32 & Oak Ridge Rd	17	Failure to Yield
146 & Greyhound	14	Following too Closely



Westfield Police Department
April 2023

Primary Cause	Sum of Total Accidents
Failure to Yield	34
Following to Closely	86
Failure to Yield/Following to Closely	57
Disregard Signal-Reg Sign	27



Westfield Police Department
April 2023

Community Events

4/11/23	Westfield Community Prayer Brakfast
4/12/23	National Telecommunicators Week
4/18/23	Roll Call Hampton Inn
4/20/23	Police Appreciation Lunch
4/21/23	Breakfast with an Officer
4/21/23	Lunch with Monon Trail Elementary
4/25/23	Make-A-Wish
4/27/23	Thrive Social Club Visit
4/28/23	Police Officers met with a couple kids that wanted to meet an officer

STORM WATER AGREEMENT

THIS STORM WATER AGREEMENT ("Agreement") is executed this day of _____, 2023 (the "**Effective Date**"), by and between Wheeler Farms, LLC, an Indiana limited liability company, whose address is 18206 Kinsey Avenue, Westfield Indiana 46074-9209 ("**Wheeler**") and the **City of Westfield, Indiana**, a _____ whose address is 2728 East 171st Street, Westfield, Indiana 46074 ("**City**").

RECITALS

- A. Wheeler and/or its affiliates own and/or control certain real property (as described on "Exhibit A", attached hereto (the "**Wheeler Property**");
- B. Certain portions of the Wheeler Property are subject to and benefitted by that certain Declaration of Covenants, Restrictions, and Easements, for Wheeler Landing, recorded on October 23, 2020, as document 2020076536, in the records of the Hamilton County Recorder's Office (the "**DCRE.**")
- C. Pursuant to the DCRE, Wheeler has constructed certain stormwater improvements facilities on the real estate depicted on "Exhibit B", attached hereto (as defined in the DCRE, and shown as Block G on Exhibit B of the DCRE, the "**Regional Detention Area**") which Regional Detention Area are fully shown on the approved engineering plans prepared by Kimley Horn, dated _____, for the Project Wheeler Landing Road and Utility Infrastructure, and the approved drainage report, dated _____ (the "**Approved Plans**");
- D. The City's obligation to provide compensatory stormwater storage to the Trails of Westfield project downstream from the Wheeler Property has been satisfied and provided for in the Regional Detention Area;
- E. Wheeler Landing Owners Association, Inc., an Indiana non-profit corporation (the "**Association**") has been organized pursuant to the DCRE and has prior to the Effective Date, maintained, operated and repaired the Regional Detention Area;
- F. On or about the Effective Date, Wheeler and the Association, as applicable, as contemplated by the DCRE, including without limitation Article III, Section 5 (a) and Article V thereof, has conveyed to City, and City has accepted, ownership and control of the Regional Detention Area.
- G. As of the Effective Date, City agrees to assume and takeover the maintenance, operation, repair and replacement of the Regional Detention Area, pursuant to the terms of this

Agreement and as required by the DCRE;

- H. Wheeler reserves certain rights and easements for the benefit of the Wheeler Property, pursuant to the terms of this Agreement; and
- I. City and Wheeler desire to set forth the terms and conditions for the maintenance, repair, replacement and use of the Regional Detention Area, as set forth below.

NOW, THEREFORE, for and in consideration of the mutual covenants and benefits contained in this Agreement, Wheeler and the City agree as follows:

AGREEMENT

1. Maintenance, Repair and Replacement of the Regional Detention Area; Modification of Regional Detention Area. As of the Effective Date, City shall, at no additional cost to Wheeler and/or the Association, maintain, operate, repair and replace the Regional Detention Area. Maintenance of the Regional Detention Area shall mean the exercise of practices which allow the systems to provide drainage, water storage, conveyance or other stormwater management capabilities as permitted by the appropriate government authorities. No modification by City of the Regional Detention Area shall be permitted without the prior written approval of Wheeler and the Association, which approval shall not be unreasonably withheld; provided, however, such approval shall not be necessary if the modification remains in compliance with the Approved Plans.

2. Failure to Maintain, Repair and/or Replace Regional Detention Area. In the event that City shall at any time fail to maintain, repair and/or replace the Regional Detention Area in good, operating and sightly condition, Wheeler and/or the Association shall have the right to serve written notice upon City which sets forth the manner in which City has failed to maintain, repair and/or replace, as applicable, the Regional Detention Area in such condition. The notice shall include a demand that the deficiencies be cured within thirty (30) days of the date of the notice (unless the deficiencies create a condition which constitutes an immediate hazard to tenants, employees, invitees, or agents of Wheeler and/or the Association, as applicable, or to the public in the judgment of the Wheeler and/or the Association, as applicable, in which case Wheeler and/or the Association, as applicable, may provide City with a reasonable, shorter cure period). If the deficiencies set forth in the notice are not cured within the thirty (30) day cure period (or shorter period if the condition constitutes an immediate hazard as set forth above), then Wheeler and/or the Association, or its respective authorized agents, representatives, and contractors, may enter the Regional Detention Area in order to eliminate and cure the deficiencies in the operation and maintenance of the Regional Detention Area. City shall indemnify and hold Wheeler and Association harmless from any and all claims arising out of City's maintenance, repair and/or replacement of the Regional Detention Area, except for claims caused by the negligent acts and

omissions or willful misconduct by Wheeler and/or Association, its respective tenants, employees, agents, representatives and contractors.

3. Reimbursement of Maintenance and Repair Expenses. The actual cost and expenditures, including reasonable attorney fees, incurred by Wheeler and/or Association as a result of Wheeler and/or Association maintaining and repairing the Regional Detention Area or eliminating an impending hazard or nuisance, shall be paid by City to Wheeler and/or Association, as applicable, within thirty (30) days of issuance of a written invoice which shall include a detailed breakdown of such costs and expenditures and supporting documentation.

4. Reservation of Rights. City acknowledges that the Approved Plans anticipate and allow for sufficient stormwater capacity for the current and future development of the Wheeler Property. Wheeler and the Association hereby reserves the right and easement, at no additional cost to Wheeler and/or Association, for the benefit of the Wheeler Property, to drain and discharge stormwater in to and to utilize the Regional Detention Area for the purposes set forth herein and as shown on the Approved Plans. The Regional Detention Area shall not be sold or developed for any purpose other than the use set forth herein.

5. Binding Effect; Agreement Runs with the land. This Agreement shall be binding upon and inure to the benefit of the parties, each Owner (as defined in the DCRE) and their respective successors and assigns, and shall forever be appurtenant to and run with the Wheeler Property and the Regional Detention Area.

6. Entire Agreement. The terms and conditions set forth in this Agreement constitute the entire agreement of the parties with respect to the subject matter of this Agreement and shall not be modified or amended except by a writing executed by authorized representatives of each party to the Agreement. Any purported oral or verbal modifications or amendment to this Agreement shall be null and void.

7. Governing Law. This Agreement is made in the State of Indiana and shall be governed by its laws.

[Wheeler signature and acknowledgment page]

Wheeler Farms, LLC, An Indiana limited liability company

By: _____

Dated _____, 2023

STATE OF INDIANA)
)
COUNTY OF HAMILTON ---)

SS.

The foregoing Storm Water Agreement was acknowledged before me this _____ day of _____, 2023 by _____, the Manager of Wheeler Farms, LLC, an Indiana limited liability company.

(print signer's name)

My Commission Expires: _____

[Signatures and acknowledgment of City officials page]

City of Westfield, a _____

By:

STATE OF INDIANA)
)
COUNTY OF HAMILTON ---)

SS.

The foregoing Storm Water Agreement was acknowledged before me this _____ day
of _____ by _____, _____, of the City of Westfield
Indiana.

My Commission Expires: _____

Drafted by:

When recorded, return to:

Agreed to by Wheeler Landing Owners Association, Inc., an Indiana non-profit corporation:

By: _____

Dated _____, 2023

STATE OF INDIANA)
)
COUNTY OF HAMILTON ---)

SS.

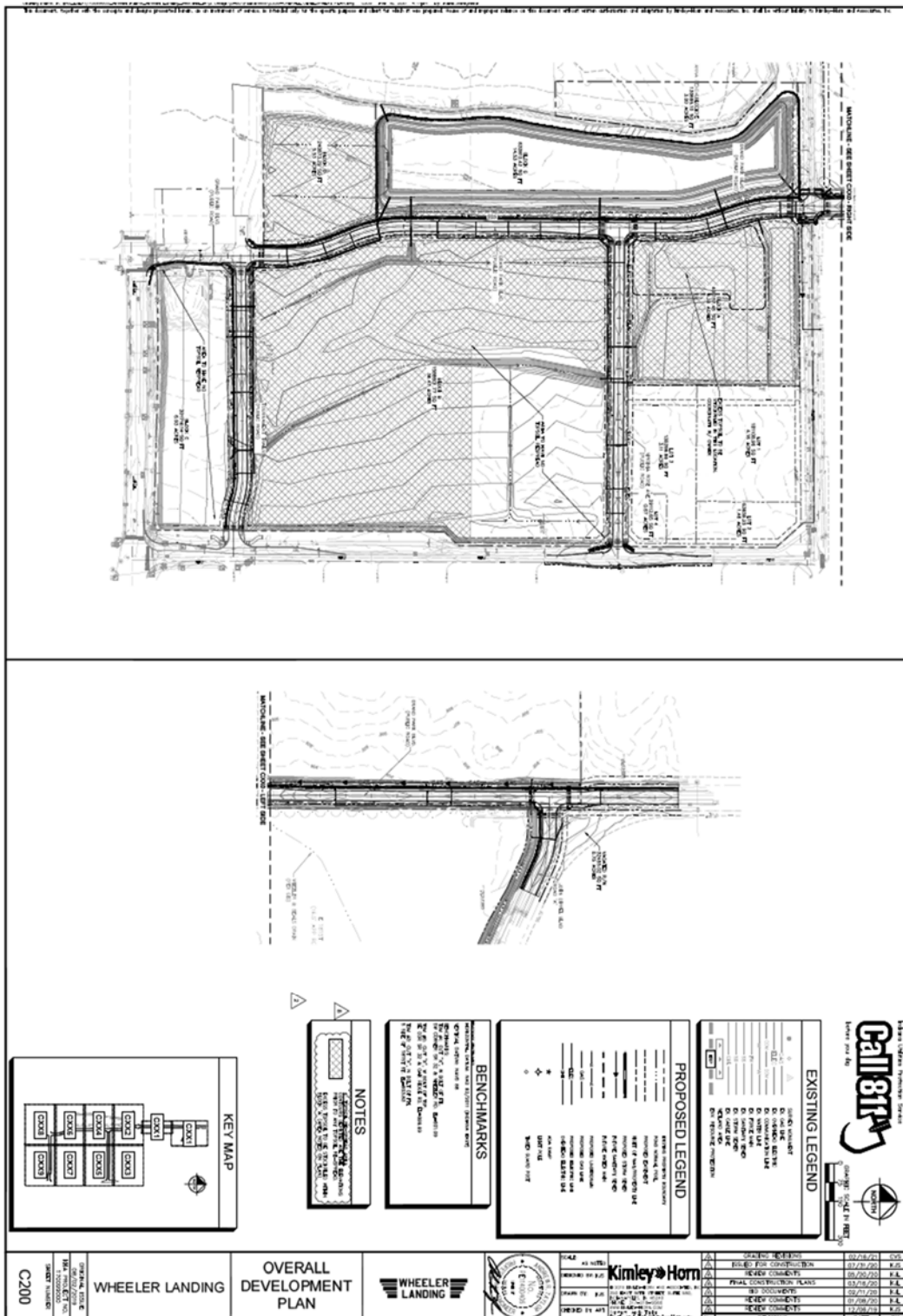
The foregoing Storm Water Agreement was acknowledged before me this _____ day
of _____, 2023 by _____, the _____ of Wheeler Landing Owners
Association, Inc., an Indiana non-profit corporation.

(print signer's name)

My Commission Expires: _____

Exhibit A

Exhibit B



THE WESTFIELD BOARD OF PUBLIC WORKS AND SAFETY April 26, 2023

The Westfield Board of Public Works and Safety met on April 26, 2023, at the City Services Main Level Meeting Rm. Jim Ake, Larry Clarino, and Kim Strang were present. Chou-il Lee attended virtually.

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

AGENDA ITEMS:

Action Item #1: Approval of Minutes from March 22, 2023

Larry Clarino made the motion to approve the minutes. Jim Ake seconded.
Vote: Yes-2; No-0. Motion carries.

CONTRACTS/AGREEMENTS

Action Item #2: City of Westfield & ProTeam Tactical Performance-Behavioral Health Agreement

Bradie Loucks stated that our public safety employees currently utilize ProTeam Tactical for physical injuries. ProTeam will now offer mental health services as well. Psychotherapy counseling services and initial evaluation of first responders (175 visits/yr.) will be covered under the 3-year contract for \$26,250. Additional visits beyond the 175 will be billed at the rate of \$150 per visit. A mobile app (SHIELD) that allows first responders to take self-appraisals of their mental health will also be available at an additional cost of \$8,750 per year. It would be for 175 accounts with additional accounts being charged at a rate of \$50/account. The Fire department will be allowed 100 visits and 100 mobile accounts and 75 for Police on each service.

Jim Ake made a motion to approve the agreement. Larry Clarino seconded.
Vote: Yes-2; No-0. Motion carries.

Action Item #3: City of Westfield & Duke Energy Indiana-Utility Reimbursement Agreement-196th Street Reconstruction

Johnathon Nail presented stating this is a standard reimbursement to Duke Energy for the relocation of utility facilities due to the reconstruction of 196th Street. The preliminary estimated cost is \$71,916.88.

Larry Clarino made the motion to approve the reimbursement agreement. Jim Ake seconded.
Vote: Yes-2; No-0. Motion carries.

Action Item #4: City of Westfield & Glice- Proposal for Purchase of Ice Rink for Grand Junction Plaza

Chris McConnell stated that this is a proposal for an eco-friendly synthetic ice-skating rink with sustainable skating technology that requires no water, energy, or carbon emissions. The rink consists of tongue and groove planks that can be taken up and put down. Steel containers for storage, a cleaning machine, a conditioner, set-up, and options training, and rental skates will be included in the price (\$609,646.32). There is a 20-year life span on the product. The goal is to be open Thursday, Friday, Saturday, and Sunday starting on November 17-February 28th.

Jim Ake made a motion to approve the proposed purchase. Larry Clarino seconded.
Vote: Yes-2; No-0. Motion carries.

Action Item #5: City of Westfield & Mader Design- Professional Services Contract-Facilitate Master Plan Process for Newby Site

Chris McConnell stated this agreement is for the landscape and architectural services for the Westfield Parks Master Plan for the newly acquired property at 171st and Oak Rd. Most of this property is in the floodplain, limiting potential amenities and park development. Mader will work closely with park and city staff as well as facilitate a public meeting to elicit input regarding potential amenities/facilities/uses to incorporate into the park. The design fees are proposed to be a lump sum of \$34,500.

Larry Clarino made the motion to approve the contract. Jim Ake seconded.
Vote: Yes-2; No-0. Motion carries.

Action Item #6: City of Westfield & WSP USA, Inc. -Task Order #29-R/W Services for 191st Street from Tomlinson to Grand Park Blvd.

Johnathon Nail stated this is for right-of-way acquisition services for 191st St. from Grand Park Blvd. to Tomlinson Rd. with a total of 8 parcels (possibly less). The services include right-of-way management, appraising, and buying. Based on 8 parcels being managed and procured the estimated amount is \$101,610.00.

Jim Ake made the motion to approve Task Order #29. Larry Clarino seconded.
Vote: Yes-2; No-0. Motion carries.

PERMIT APPROVAL

Action Item #7: Encroachment Permit Application-Duke Energy-16405 Westfield Blvd.

Adam Essex stated this work is N of 161st St. in the Spring Water residential area. Duke would be removing 6 poles, and burying the line, and setting two switch gears.

Jim Ake made a motion to approve the encroachment permit. Larry Clarino seconded.
Vote: Yes-2; No-0. Motion carries.

Action Item #8: Encroachment Permit Application-Duke Energy- 17701 Spring Mill Road

Adam Essex presented stating this work will be performed on the NS of 32 and Spring Mill Rd services Spring Mill Centre, 2 Arbor Home Development, Orchard View, and Summerset. Duke will be removing 9 poles and replacing 9 phase 3 poles in the back of the ROA.

Jim Ake made the motion to approve the encroachment permit. Larry Clarino seconded.
Vote: Yes-2; No-0. Motion carries.

CONSENT AGENDA:

Beau Leimbach-Conflict of Interest

WPD-Hiring of Officers: Kirsten Olowinski , Yamil Alvarez & Ben Sargent

WPD-Disposal of Radio Equipment

April Bond Information

Jim Ake made the motion to approve the consent agenda. Larry Clarino seconded.
Vote: Yes-2; No-0. Motion carries.

DEPARTMENT REPORTS:

Fire- Chief Gaylor

Police- Chief Rush

Public Works- Johnathon Nail

Larry Clarino made the motion to adjourn. Jim Ake seconded.
The meeting was adjourned at 2:02 PM

Deputy Clerk-Treasurer

Board of Public Works and Safety

AMENDMENT
TO
ROAD IMPACT FEE CREDIT AGREEMENT

This AMENDMENT TO ROAD IMPACT FEE AGREEMENT (the “Amendment”) is made and entered into as of the [24th] day of May, 2023, by and between the City of Westfield, Indiana, a duly formed Indiana municipal corporation (the “City”) and Haehl Group, LLC, an Indiana limited liability company (the “Developer”) (collectively, the “Parties”). This Amendment is based upon the exchange of adequate, valuable consideration, the receipt of which is hereby mutually acknowledged.

WHEREAS, the City desires to promote economic development and cause the improvement of certain rights-of-way, roads and trails in collaboration with the development community; and

WHEREAS, as part of the development of Spring Mill Center Planned Unit Development City Ordinance No. 19-28, recorded as Instrument No. 2019047065 in the Office of the Recorder of Hamilton County Recorder, Indiana, (the “PUD Ordinance”), road impact fees are required to be paid to the City by the Developer in accordance with City Ordinance 17-43; and

WHEREAS, pursuant to the Road Impact Fee Credit Agreement, dated as of [] (the “Original Agreement”), the Developer agreed to assist the City in its efforts to improve the Westfield road and trail network and infrastructure within certain real estate owned by the Developer, more particularly identified in the Original Agreement; and

WHEREAS, in accordance with the PUD Ordinance, City Ordinance 17-43, and the Original Agreement, the City agreed to issue road impact fee credits or reimbursements (the “RIF Credits”) associated with the development of the Real Estate in exchange for the Developer’s construction of road improvements on Spring Mill Road, as well as improvements to the State Road 32 Trail and Tournament Trail, as identified in the Original Agreement_(the “Improvements”) at a cost not-to-exceed \$1,321,620.00, as identified in accordance with Exhibit A; and

WHEREAS, the Developer desires to increase the RIF Credits at a cost not-to-exceed \$417,595.00 in accordance with Exhibit B attached hereto and incorporated herein and to cover reimbursement for the Improvements shown on Exhibit C attached hereto, which shall replace Exhibit B in the Original Agreement.

NOW THEREFORE, in consideration of the foregoing and of mutual covenants and agreements herein contained, and other valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the Parties now stipulate and agree as follows:

1. Survival of the Original Agreement Terms. Nothing in this Amendment shall modify the rights and obligations established in the Original Agreement except as specifically set forth below.

2. Developer Recordkeeping. Developer shall provide all receipts and an itemized account of the additional expenses to support the total cost for the construction of the Improvements to the City.

3. Road Impact Fee Reimbursements. Within forty-five (45) days of the completion of the Improvements, the City shall issue the increased RIF Credit reimbursement to the Developer in an amount not-to-exceed \$417,595.00 in accordance with Exhibit B and based upon the documented expenses of construction outlined in paragraph 2 above.

4. Depiction of Improvements. Exhibit C attached hereto shall replace in its entirety Exhibit B of the Original Agreement. The term Improvements shall refer to all Improvements shown on this replacement Exhibit.

5. Notices. Any notice, statement, demand, or other communication required or permitted to be given, rendered or made shall be addressed as indicated below:

If to Westfield:

City of Westfield
Attn: Johnathon Nail, Director of Public Works
2706 East 171st Street Westfield, IN 46074

With a copy to:

Taft Stettinius and Hollister, LLP
Attn: Blake J. Burgan
One Indiana Square, Suite 3500
Indianapolis, IN 46204

If to Developer:

Haehl Group, LLC
P.O. Box 242
Shelbyville, IN 46176

With a copy to:

Zentz Consulting, LLC
958 Bright Beam Ct
Westfield, IN 46074

5. Enforceability. This Amendment may be enforced by the City, and the only proper venue shall be the Hamilton Circuit or Superior Courts in Hamilton County, Indiana. In the

event any portion of this Amendment is held to be unenforceable, the unenforceable portion shall be construed in accordance with applicable law as nearly as possible to reflect the original intentions of the parties, and the remainder of the provisions shall remain in full force and effect.

6. Counterparts. This Amendment may be executed in two or more counterparts, each of which shall be deemed to be an original for all purposes hereof. This Amendment contains the entire agreement of the parties hereto with respect to the matters covered hereby and supersedes any other prior or simultaneous agreement related to such matters.

7. Recording. The Developer authorizes the City to record this Amendment in the Office of the Recorder of Hamilton County, Indiana, if desired by the City.

8. Authority. Each undersigned person attests, subject to the penalties for perjury, that he is the properly authorized representative, agent, member, that he has not, nor has any other member, employee, representative or agent, directly or indirectly, to the best of the undersigned's knowledge, entered into or offered to enter into any combination, collusion or agreement to receive or pay, and that he has not received or paid, any sum of money or other consideration for the execution of this Amendment other than that which appears upon the face of this Amendment.

9. Indemnification. Each Party agrees to indemnify and hold harmless the other Party and the officers, agents, servants, and employees of such entity, in their official and personal capacities from and against any and all claims, demand, actions, causes of action, judgment, loss, costs, damages, injuries and expenses (including reasonable attorneys' fees) except for those arising out of or related to a Party's gross, negligence or intentional wrongful conduct in its performance under this Amendment.

10. Assignment. Developer may not assign this Amendment or any portion hereof without the City's prior written consent, by and through the City of Westfield's Board of Public Works and Safety. Subject to the foregoing, this Amendment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

[The remainder of this page is intentionally blank]

On May [24], 2023 the Westfield Board of Public Works and Safety authorized the Director of the Public Works Department to execute this Agreement.

Haehl Group, LLC

**City of Westfield,
Hamilton County, Indiana**

By: _____

Printed Name: _____

Title: _____

Date: _____

By: _____

Printed Name: Johnathon Nail

Title: Director, Public Works Department

Date: _____

Exhibit A



OPINION OF PROBABLE COSTS

Project: Spring Mill Centre - Tournament Trail and Path Improvements
Project No: 2019.00721
Date: 5/4/2021
Prepared by: Structurepoint

TOURNAMENT TRAIL				
Item	Quantity	Unit	Unit Price	Extended Cost
MOBILIZATION AND DEMOBILIZATION	1	LS	\$57,737.88	\$57,737.88
CONSTRUCTION ENGINEERING	1	LS	\$23,095.15	\$23,095.15
MAINTAINING TRAFFIC	1	LS	\$23,095.15	\$23,095.15
COMMON EXCAVATION - ROADWAY	4,600	CYS	\$15.00	\$69,000.00
COMMON EXCAVATION - WET POND	9,900	CYS	\$15.00	\$148,500.00
SUBGRADE TREATMENT, TYPE IC	6,182.0	SYS	\$20.00	\$123,640.00
COMPACTED AGGREGATE, NO. 53	2,263.5	TON	\$29.00	\$65,640.91
QC/QA-HMA, 2, 64, SURFACE, 9.5 mm	419.3	TON	\$95.00	\$39,830.40
QC/QA-HMA, 2, 64, INTERMEDIATE, 19.0 mm	698.8	TON	\$80.00	\$55,902.32
QC/QA-HMA, 2, 64, BASE, 19.0 mm	698.8	TON	\$80.00	\$55,902.32
ASPHALT FOR TACK COAT	2.5	TON	\$550.00	\$1,397.56
24" CONCRETE CURB AND GUTTER	2,376.0	LFT	\$26.00	\$61,776.00
SIDEWALK, CONCRETE	922.4	SYS	\$55.00	\$50,732.00
CURB RAMP, CONCRETE	31.0	SYS	\$175.00	\$5,425.00
DETECTABLE WARNING SURFACE	11.1	SYS	\$250.00	\$2,777.78
EROSION CONTROL ALLOWANCE	1	LS	\$25,000.00	\$25,000.00
STRUCTURE BACKFILL	1,795	CYS	\$50.00	\$89,750.00
RIPRAP, REVETMENT	40	TON	\$75.00	\$3,000.00
PIPE UNDERDRAIN 6"	2,400.0	LFT	\$16.00	\$38,400.00
PIPE, TYPE 2, CIRCULAR, 12 IN.	223.0	LFT	\$58.00	\$12,934.00
PIPE, TYPE 2, CIRCULAR, 15 IN.	313.0	LFT	\$61.00	\$19,093.00
PIPE, TYPE 2, CIRCULAR, 18 IN.	623.0	LFT	\$64.00	\$39,872.00
PIPE, TYPE 2, CIRCULAR, 21 IN.	252.0	LFT	\$68.00	\$17,136.00
PIPE, TYPE 2, CIRCULAR, 24 IN.	74.0	LFT	\$71.00	\$5,254.00
AQUASWIRL STRUCTURE	1	EA	\$8,000.00	\$8,000.00
INLET, J	2	EA	\$2,800.00	\$5,600.00
MANHOLE, C	7	EA	\$3,300.00	\$23,100.00
MANHOLE, J	1	EA	\$3,700.00	\$3,700.00
PIPE END SECTION, DIAMETER 12 IN.	1	EA	\$590.00	\$590.00
PIPE END SECTION, DIAMETER 24 IN.	1	EA	\$900.00	\$900.00
SODDING	2,200	SYS	\$5.00	\$11,000.00
AGGREGATE FOR UNDERDRAINS	216.0	CYS	\$55.00	\$11,880.00
GEOTEXTILE FOR UNDERDRAIN	1,992.0	SYS	\$2.00	\$3,984.00
THERMOPLASTIC STRIPING BUDGET	1	LS	\$5,000.00	\$5,000.00

Subtotal **\$1,108,645.48**

SR 32 TRAIL (Frontage Only)				
Item	Quantity	Unit	Unit Price	Extended Cost
COMMON EXCAVATION - TRAIL	313	CYS	\$15.00	\$4,697.40
SUBGRADE TREATMENT, TYPE III	1,253	SYS	\$4.25	\$5,323.72
COMPACTED AGGREGATE NO 53	417	TON	\$29.00	\$12,096.73
HMA SURFACE, TYPE B, 12.5 MM	165	TON	\$120.00	\$19,841.80
Subtotal				\$41,959.64

Exhibit A
(continued)

SPRING MILL ROAD IMPROVEMENTS					
Item	Quantity	Unit	Unit Price	Extended Cost	
COMMON EXCAVATION - ROADWAY	527	CYS	\$15.00	\$7,910.15	
SUBGRADE TREATMENT, TYPE IC	1,266	SYS	\$20.00	\$25,312.49	
COMPACTED AGGREGATE, NO. 53	864	TON	\$29.00	\$25,062.73	
QC/QA-HMA, 2, 64, SURFACE, 9.5 mm	86	TON	\$95.00	\$8,195.41	
QC/QA-HMA, 2, 64, INTERMEDIATE, 19.0 mm	144	TON	\$80.00	\$11,502.33	
QC/QA-HMA, 2, 64, BASE, 25.0 mm	288	TON	\$80.00	\$23,004.67	
ASPHALT FOR TACK COAT	0.5	TON	\$550.00	\$287.56	
24" CONCRETE CURB AND GUTTER	140	LFT	\$26.00	\$3,640.00	
PIPE UNDERDRAIN 6"	140	LFT	\$16.00	\$2,240.00	
AGGREGATE FOR UNDERDRAINS	13	CYS	\$55.00	\$693.00	
GEOTEXTILE FOR UNDERDRAIN	116.2	SYS	\$2.00	\$232.40	
Subtotal				\$108,080.74	
				Construction Cost Subtotal	\$1,258,686
				Contingency (5%)	\$62,934
				Total Construction	\$1,321,620

Exhibit B



**SHELBY STREET ACCEL/DECEL
REMOVED**

OPINION OF PROBABLE COSTS

Project: Spring Mill Centre - Shelby Street
Project No: 2019.00721
Date: 04.27.2023
Prepared by: MTI

SHELBY STREET IMPROVEMENTS				
Item	Quantity	Unit	Unit Price	Extended Cost
MOBILIZATION & DEMOBILIZATION	1	LS	\$25,953.56	\$25,953.56
MAINTENANCE OF TRAFFIC	1	LS	\$10,030.00	\$10,030.00
CONSTRUCTION ENGINEERING	1	LS	\$8,751.00	\$8,751.00
COMMON EXCAVATION - ROADWAY	1,533	CYS	\$15.00	\$22,995.00
SUBGRADE TREATMENT, TYPE IC	1,259	SYS	\$20.00	\$25,173.33
COMPACTED AGGREGATE, NO. 53	668.8	TON	\$29.00	\$19,394.14
SHELBY STREET COLLECTOR PAVEMENT	1,671	SYS	\$87.00	\$145,377.00
24" CONCRETE CURB AND GUTTER	902	LFT	\$31.25	\$28,187.50
THERMOPLASTIC STRIPING	1	LS	\$6,150.00	\$6,150.00
CURB RAMP, CONCRETE	30	SYS	\$175.00	\$5,250.00
DETECTABLE WARNING SURFACE	4	SYS	\$250.00	\$1,000.00
SIDEWALK, CONCRETE	2,934	SF	\$6.83	\$20,039.22
PIPE UNDERDRAIN 6"	902	LFT	\$16.00	\$14,432.00
AGGREGATE FOR UNDERDRAINS	83.5	CYS	\$55.00	\$4,592.50
GEOTEXTILE FOR UNDERDRAIN	748.7	SYS	\$2.00	\$1,497.32
INLET, J	1	EA	\$3,200.00	\$3,200.00
MANHOLE, C	2	EA	\$3,500.00	\$7,000.00
INLET, M	1	EA	\$3,200.00	\$3,200.00
12" CONCRETE END SECTION	1	EA	\$2,800.00	\$2,800.00
12" RCP	272	LFT	\$32.00	\$8,704.00
18" RCP	44	LFT	\$45.00	\$1,980.00
AQUA-SWIRL XC-4	1	EA	\$32,003.08	\$32,003.08

Subtotal **\$397,709.65**

Construction Cost Subtotal	\$397,710
Contingency (5%)	\$19,885
Total Construction	\$417,595

Exhibit B

