



CITY OF WESTFIELD, IN
Board of Public Works Meeting Agenda_05_22_2019

Wednesday, May 22, 2019 at 01:00 PM

BOARD OR COMMISSION: Board of Public Works and Safety

MEETING DATE: Wednesday, May 22, 2019 at 01:00 PM

MEETING PLACE: Westfield Public Works- Large Conference Room

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

AGENDA ITEMS

Meeting Minutes Consideration for Approval

Action Item #1:

Approval of April 24, 2019 Minutes

Documents: [April 24, 2019 Minutes](#)

Contracts/Agreements

Action Item #2:

Ditch Road Extension - Butler, Fairman & Seufert - Supplemental Agreement #3

Documents: [Ditch Road Supplemental Agreement](#)

Action Item #3:

Towne Road 156th to 166th - Inspection Supplemental Agreement #1

Documents: [Towne Road Supplemental Agreement #1](#)

Action Item #4:

Payment in Lieu of Taxes Agreement - City of Westfield & Options Charter School

Documents: [Agreement - Payment in Lieu of Taxes](#)

Agreements and/or Memorandum of Understanding (MOU)

Bid Approval

Construction Standards & Specifications Changes

Change Orders

Consent Agenda

May Bond Information

Documents: [Bond Information - May](#)

Department Reports

Fire

Documents: [WFD - April Report](#)

Police

Documents: [WPD April Report](#)

Public Works

SUPPLEMENTAL AGREEMENT NO. 3
City of Westfield
Ditch Road Extension From State Road 32 to Casey Road

THIS SUPPLEMENTAL AGREEMENT, made and entered into this _____ day of _____, 2019, by and between the City of Westfield hereinafter referred to as the "**OWNER**", and Butler, Fairman and Seufert, Inc., of Indianapolis, Indiana, Consulting Engineers, hereinafter referred to as the "**ENGINEER**."

WITNESSETH

WHEREAS, on March 3, 2014 the **OWNER** entered into an Agreement with the **ENGINEER** for services required for the construction of Ditch Road Extension.

WHEREAS, the City desires to add a the traffic signal at Ditch Road and SR 32.

WHEREAS, it has been determined by the **OWNER** and the **ENGINEER** that the following amended and additional design services are beneficial for the overall project. These services are as noted below:

1. Amending the design for the Ditch Road Extension to include the traffic signal design at the intersection of Ditch Road and SR 32. Addition of services to the contract includes:
 - a. Traffic signal design
 - b. Overhead signage design
 - c. Submit to INDOT for review
 - d. Quantity estimate for change order
2. Removal of services from the contract includes:
 - a. The portion of the Geotechnical Investigation and Report not already completed and billed in the contract. The required investigation is complete and no additional geotechnical investigation will be required.

WHEREAS, other additional services requested by the **OWNER** will be provided under the additional services portion of the agreement.

NOW, THEREFORE, to initiate the amended and additional design services for the project, the parties agree that the March 3, 2014, Agreement be modified by this Supplemental Agreement No. 3; therefore, the compensation for these revisions shall be added to the Agreement reducing the amount by \$2,810.85 from \$ 435,630.00 to \$ 432,819.15.

IN TESTIMONY WHEREOF, the parties hereto have executed this Supplemental Agreement.

CONSULTANT
BUTLER, FAIRMAN and SEUFERT,
INC.



Signature
Bradley D. Watson, Executive, V.P.

LOCAL PUBLIC AGENCY
THE BOARD OF PUBLIC WORKS AND
SAFETY FOR THE CITY OF WESTFIELD

Signature
Mayor Andy Cook

Signature
Randy Graham

Signature
Kate Snedeker

Attest:

Signature
Cindy Gossard, Clerk Treasurer

APPENDIX "C"

SCHEDULE SUPPLEMENTAL AGREEMENT NO. 3:

The schedule for the revised scope items is as follows:

- | | |
|--------------------------|-------------------|
| 1. Traffic Signal Design | 30 days after NTP |
|--------------------------|-------------------|
-

APPENDIX "D"
COMPENSATION SUPPLEMENTAL AGREEMENT NO. 3

Amount of Payment

1. The **ENGINEER** shall receive as payment for the work described in Supplemental Agreement No. 3 the total fee not to exceed \$6,000 unless a modification of the Agreement is approved in writing by the **OWNER**.
2. The **ENGINEER** shall remove from the contract work that was not required to be 100% completed but included for the Geotechnical Investigation and Report amounting to a deletion from the contract in the amount of \$8,810.85.
3. The **ENGINEER** will be paid for the following work on a lump sum basis in accordance with the following schedule:

Fee Schedule Summary:

Additions to the Contract	
Amend Design to include Traffic Signal at Ditch Road and SR 32	\$6,000.00
Deletions to the Contract	
Geotechnical Investigation, partial deletion for work no longer required	<u>-\$8,810.85</u>
Total Adjustment to the Contract	-\$2,810.85



May 8, 2019

Mr. Johnathan Nail, PE
City Engineer
City of Westfield
2728 East 171st Street
Westfield, IN 46074

RE: R-37854
Towne Road from 156th Street to 166th Street

Dear John:

Enclosed is a Supplement for the Construction Inspection Services for the Towne Road project for your review and approval. If you find these to be in order, please have the Agreements signed by the Board of Public Works and return one copy to us.

United's original fee proposal estimated 35 weeks of construction and a completion date of November 2, 2018. Using the revised estimated completion date of July 25, 2019, we estimate 13 additional weeks of time to complete the project.

Also included is a Summary comparing the original and revised estimated construction timeline, and a manhour justification, which represents our understanding of the remaining budget that will be required to finish the project and Final Construction Record, as required by INDOT and the Federal Highway.

Please let us know if you have any questions in regard to this request.

If you have any questions or comments, please contact me at your convenience.

Sincerely,
UNITED CONSULTING

A handwritten signature in blue ink, appearing to read 'Brian N. Miller'.

Brian N. Miller
Manager of Construction Inspection Services

Enclosures

Summary of Basis for Supplement
Manhour Justification
Supplement Agreement (2 copies)

c: File 17-315
Jeff Larrison



SUMMARY OF BASIS FOR SUPPLEMENTAL FEES

TOWNE ROAD FROM 156TH STREET TO 166TH STREET

Appendix C of the original fee proposal included 35 weeks of construction. We have estimated 2019 construction duration to be an additional 13 weeks.

Original Estimated Project Duration	3/1/18 to 11/12/18	**	35 weeks
INDOT Approved Time Extension	11/13/18 to 7/25/19		13 weeks
<i>Revised Inspection Services</i>			<i>48 weeks</i>

We are requesting an additional \$51,000.00 for inspection services.

Original Agreement Not to Exceed	\$85,600.00
Supplement Additional Inspection Services	\$47,200.00
<i>Revised Agreement Not to Exceed</i>	<i>\$132,800.00</i>

* Additional Inspection Services

(a) Remaining budget balance under original contract (through 3/29/19)	\$ 5,494.81
(b) Additional inspection services required from 3/30/19 to project completion	\$ 52,700.00
	=
(c) Estimated remaining Inspection Services Calculation (a-b)	\$ 47,205.19
Estimated Supplement Inspection Services	\$47,200.00

* See page 2 in packet for support for Additional United Inspection Services



Construction Engineering Department/Inspection

2019 MAN-HOUR JUSTIFICATION

R-37854

TOWNE ROAD FROM 156TH STREET TO 166TH STREET

City of Westfield

DESCRIPTION	Department Manager	Construction Manager I	Construction Manager I	Construction Manager II	Construction Manager II	
Preconstruction			OT		OT	
Preconstruction Meeting						
Site Manager Work - Construction *						
Daily Diary and Pay Quantity Entry (6 hours per week)	6	78				
Material Record Entry (3 hour per week)		39				
**Concrete and Misc. Testing (4 hrs per wk) 13 wks/trips + mileage				52		
Project Closeout						
Final Construction Record	4	200		8		
*Above Estimate is based on Calendar Day Completion 11/2/18 & 35 weeks						
** Excludes LWD Testing (see Direct Expenses)						
TOTAL HOURS	10	317	0	60	0	
BILLING RATE	\$191.36	\$130.00	\$150.33	\$91.00	\$105.26	
	\$ 1,913.60	\$ 41,210.00		\$ 5,460.00		\$ 48,583.60
DIRECT COSTS (See Below)						\$ 4,137.00
TOTAL FEE (hourly not-to-exceed)						\$ 52,700

Direct Expenses Cost	Unit Cost	Units	Quantity	Cost
Mileage - assume 10 trips	\$ 0.60	Miles	520	\$ 312.00
Copies	\$ 0.10	Each	0	\$ -
Per Diem Expense	\$ 30.00	Days	0	\$ -
Overnight Lodging	\$ 100.00	Nights	0	\$ -
LWD Testing - Subgrade Treatment 1C (Franco Consulting)	\$ 425.00	Trip	9	\$ 3,825.00
TOTAL				\$ 4,137.00

Revised Fee Estimate based on the schedule below

Original Fee Estimate based on the schedule below

From INDOT Contract Book

Awarded Construction Bid (E&B Paving) \$ 2,513,300.00

Total \$ 2,513,300.00

#	Bid Date	8/9/17
	Est Start Date	4/29/19
	Cal. Comp Date	7/25/19
	Est Weeks	12.43
	Use Weeks	13

#	Bid Date	8/9/17
	Est Start Date	3/1/18
	Cal. Comp Date	11/2/18
	Est Weeks	35.14
	Use Weeks	35

SUPPLEMENTAL AGREEMENT NO. 1

This SUPPLEMENTAL AGREEMENT ("Agreement") is made, by and between **CITY OF WESTFIELD**, acting by and through its proper officials, ("LPA") and **UNITED CONSULTING**, an Indiana corporation ("CONSULTANT").

WITNESSETH

WHEREAS, CONSULTANT did, on October 6, 2017 enter into a Professional Services Agreement with the LPA for Services and Documents in relation to the following described project:

R-37854***Towne Road from 156th Street to 166th Street***

This supplement is required to extend Construction Inspection Services to account for the revised project completion from November 12, 2018 to July 25, 2019.

WHEREAS, in order to provide for completion of the work it is necessary to amend and supplement the Professional Services Agreement.

NOW, THEREFORE, it is agreed by and between the parties as follows:

I. Appendix "C" is amended to read as follows:

1. The construction time shall be changed from 35 weeks to 48 weeks representing a change of 13 weeks.

II. Appendix "D" is amended to read as follows:

1. Total amount not to exceed shall be changed from \$85,600.00 to \$132,800.00 representing an increase of \$47,200.00.

III. Except as herein modified, changed and supplemented, all terms of the original Professional Services Agreement shall continue in full force and effect.

[Signature page follows]

***IN WITNESS WHEREOF, the parties hereto have executed this
Supplemental Agreement No.1***



UNITED CONSULTING

CITY OF WESTFIELD

BY:



Dave Richter, President

BY:

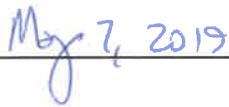
BY:



Chris R. Pope, Vice President

BY:

DATE:



BY:

DATE:

ATTEST:

Westfield Police Department
Monthly Performance Measures Report



Board of Public Works & Safety

April 2019

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a) Events by Nature/Calls for Service	1
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Westfield Police Department

April 2019

Events by Nature

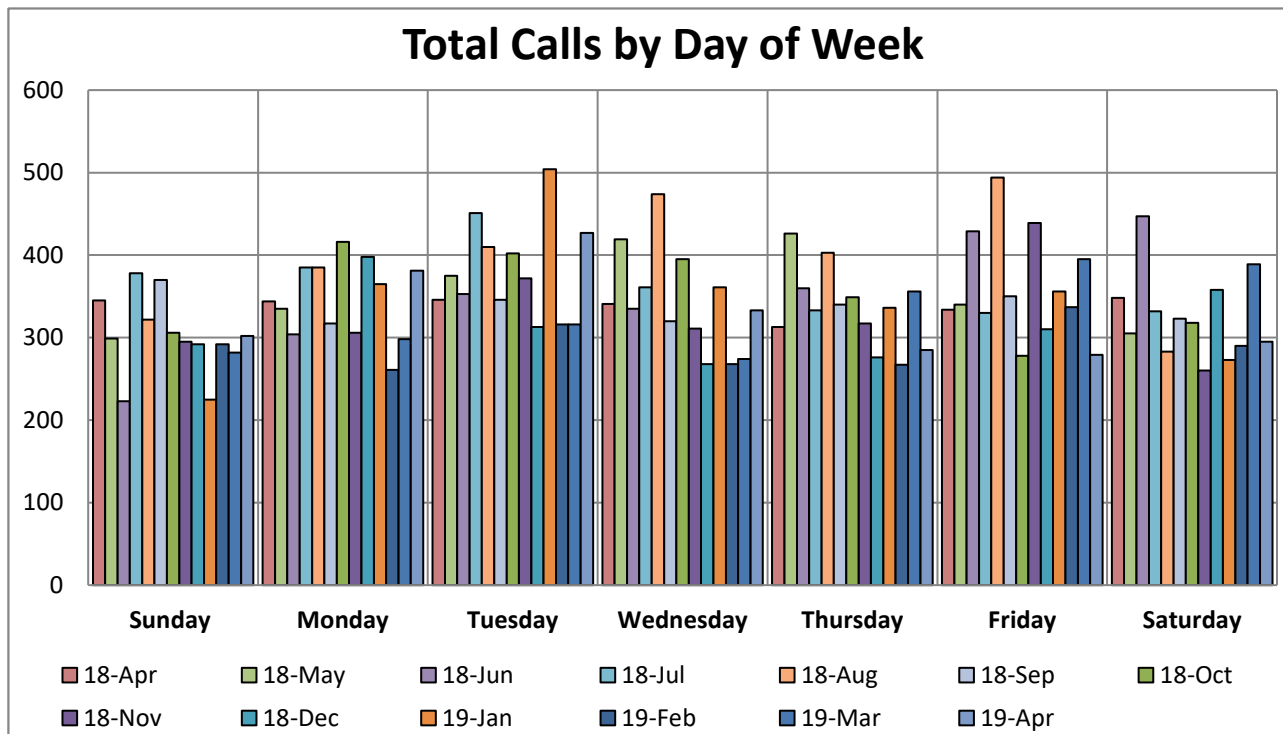
911 Hang Up	28
Abandoned Vehicle	9
Abandonment	0
Abuse / Neglect	2
Accident - Hit & Run PD	11
Accident - Hit & Run PI	0
Accident - Property Damage	52
Accident - Personal Injury	9
Accident - Sinking Vehicle	0
Accident - Unknown	2
Accelerator Stuck	0
Active Assailant	0
Alarm - Other	0
Alarm - Vehicle	0
Alarm - Burglar	127
Alarm - Hold Up	14
Animal Bite / Attack	5
Animal Complaint	31
Assist Fire	28
Assist Other Department	16
Assist Public	27
Battery	1
Bomb Device Found	0
Bomb Threat	0
Burglary	5
Carjacking	0
Case Follow Up	76
Child Seat Inspection	0
Civil Dispute	16
Criminal Mischief	11
Damage to Property	0
Death Investigation	1
Directed Patrol	6
Disturbance	30
Driving Complaint	52
Drug Complaint	6
Drug Lab	1
Escort	0
Fight	2
Firearms Shots Fired	1
Found / Lost Property	10
Found Person	2
Fraud Prescription	0
Fraud / Deception	19
Harassment	15
Intoxicated Person	9

Investigation	4
Juvenile Complaint	8
K9 Detail	0
Kidnapping	0
Lock Out	62
Loud Party	0
Mental Emotional - Violent	3
Mental Person	3
Miscellaneous	5
Missing Person	7
Missing Person - PLS	0
Nuisance	7
Ordinance Misc.	10
Parking Complaint	22
Physical Disturbance	9
Product Contamination	0
Reckless Activity	0
Road Rage	5
Robbery	0
Runaway	3
School Patrol	150
Security Check	1
Sex Offense	2
Shooting	1
Special Detail	0
Stabbing	1
Suicide	0
Suspicious Activity	104
Suspicious Package	0
Theft	32
Theft - From a Vehicle	3
Theft - of a Vehicle	3
Threat to Life	5
Threatening Suicide	8
Tow Release	1
Traffic Hazard	79
Transport	1
Trespassing	11
Traffic Stop	1045
Unknown Call for Police	0
VIN Check	43
Wanted	1
Warrant Service	4
Weapons Complaint	0
Welfare Check	35
	2302

Westfield Police Department
April 2019

Total # of Calls by Day of Week

DAY	18-Apr	18-May	18-Jun	18-Jul	18-Aug	18-Sep	18-Oct	18-Nov	18-Dec	19-Jan	19-Feb	19-Mar	19-Apr
Sunday	345	299	223	378	322	370	306	295	292	225	292	282	302
Monday	344	335	304	385	385	317	416	306	398	365	261	298	381
Tuesday	346	375	353	451	410	346	402	372	313	504	316	316	427
Wednesday	341	419	335	361	474	320	395	311	268	361	268	274	333
Thursday	313	426	360	333	403	340	349	317	276	336	267	356	285
Friday	334	340	429	330	494	350	278	439	310	356	337	395	279
Saturday	348	305	447	332	283	323	318	260	358	273	290	389	295
TOTAL	2371	2499	2451	2570	2771	2366	2464	2300	2215	2420	2031	2310	2302

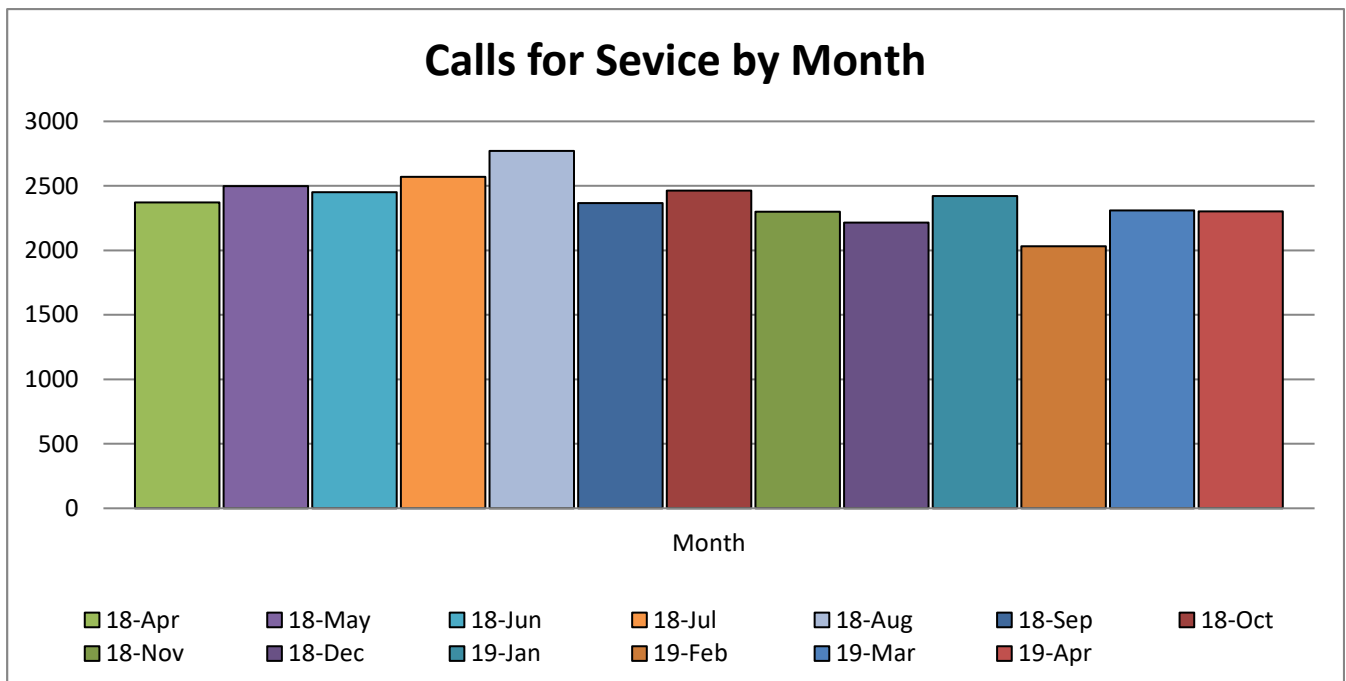


Westfield Police Department
April 2019

Total # of Calls by Hour of Day

HOURL	18-Apr	18-May	18-Jun	18-Jul	18-Aug	18-Sep	18-Oct	18-Nov	18-Dec	19-Jan	19-Feb	19-Mar	19-Apr
0	99	90	96	105	78	80	77	70	83	76	57	105	85
1	53	62	78	64	47	68	54	49	47	56	51	71	56
2	56	55	43	50	31	44	37	38	49	47	40	45	44
3	34	30	30	27	21	47	41	47	35	44	27	61	38
4	20	13	29	31	17	17	34	30	23	29	26	32	28
5	20	18	20	32	17	21	17	30	19	33	23	25	17
6	65	64	67	65	46	28	38	40	27	46	36	36	36
7	119	111	128	118	95	79	58	65	70	71	57	49	43
8	106	125	101	123	216	150	134	141	137	142	109	111	129
9	105	142	133	152	180	170	162	166	158	189	128	139	158
10	118	158	158	172	206	162	136	146	139	156	133	128	135
11	118	135	101	129	157	116	114	134	123	118	103	96	96
12	131	99	117	108	127	97	97	109	110	128	97	104	87
13	115	126	140	134	196	106	134	143	108	134	111	133	150
14	133	135	155	142	219	122	164	131	129	144	122	118	135
15	150	139	131	134	189	134	148	118	126	139	105	110	117
16	111	118	122	113	129	130	124	97	97	106	84	109	111
17	124	101	116	111	108	105	113	83	101	93	89	106	108
18	155	168	142	142	164	156	173	149	161	169	159	180	174
19	146	175	120	132	157	149	165	132	115	137	148	161	144
20	89	92	80	79	88	72	96	70	84	65	49	89	69
21	66	93	106	110	89	77	89	97	73	80	75	68	94
22	118	127	132	141	102	111	142	115	101	123	104	107	138
23	120	123	106	156	92	125	117	100	100	95	98	127	110
TOTAL	2371	2499	2451	2570	2771	2366	2464	2300	2215	2420	2031	2310	2302

Westfield Police Department
April 2019



Westfield Police Department
April 2019

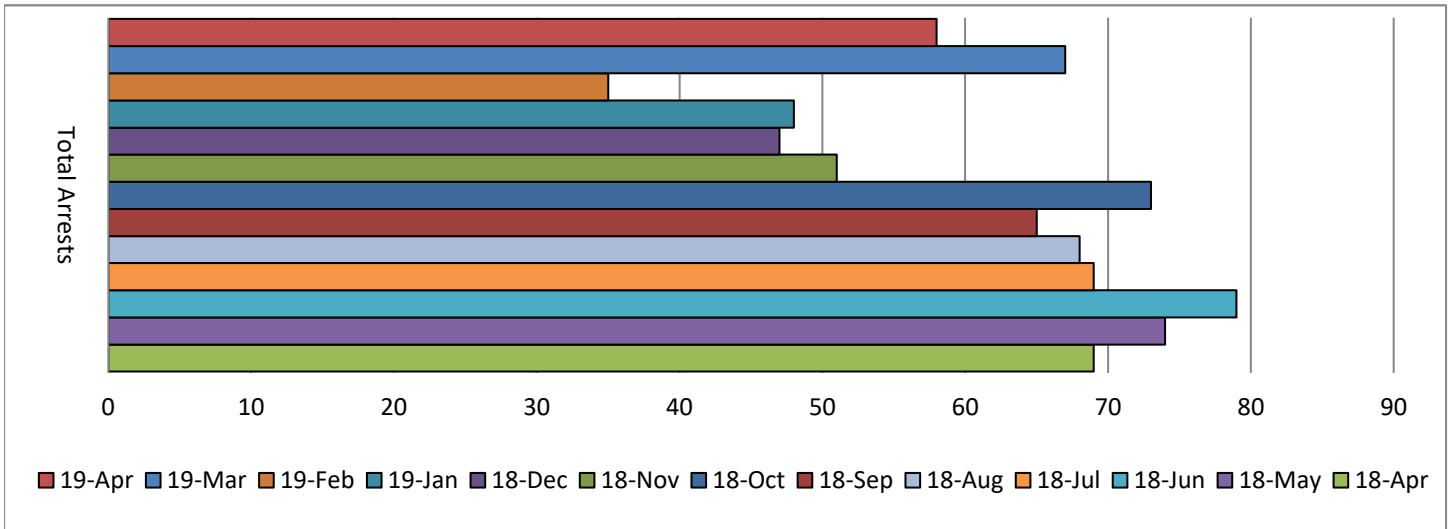
UCR OFFENSES

OFFENSE	18-Apr	18-May	18-Jun	18-Jul	18-Aug	18-Sep	18-Oct	18-Nov	18-Dec	19-Jan	19-Feb	19-Mar	19-Apr
Arson	0	0	0	0	0	0	0	0	0	0	0	0	0
Homicide	2	0	0	0	0	0	0	0	0	0	0	0	0
Rape	0	0	1	0	0	0	1	1	1	0	2	0	0
Robbery	0	0	0	1	0	0	0	0	0	0	0	1	2
Battery - Aggravated	0	0	0	0	0	0	0	0	0	1	0	1	0
Battery - Simple	16	24	11	10	16	11	8	11	11	12	12	12	8
Burglary	4	0	1	1	3	3	0	0	1	0	2	2	2
Theft	24	31	29	51	32	30	24	18	33	30	21	30	26
Motor Vehicle Theft	0	0	2	1	1	1	-1	0	3	0	0	2	1
TOTAL	46	55	44	64	52	45	32	30	49	43	37	48	39

Westfield Police Department

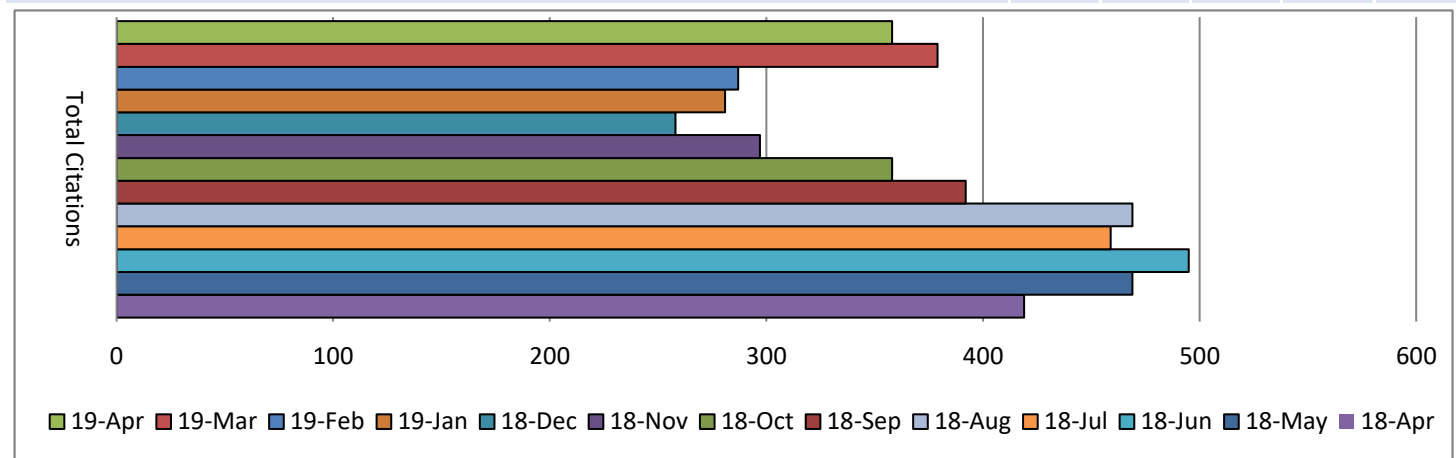
April 2019

Arrest Reports Taken	18-Apr	18-May	18-Jun	18-Jul	18-Aug	18-Sep	18-Oct	18-Nov	18-Dec	19-Jan	19-Feb	19-Mar	19-Apr
Alcohol/ Drug Related	19	16	26	24	14	22	28	12	18	17	17	20	20
Felony Charges	10	5	21	8	7	18	10	15	8	14	8	35	14
Misdemeanor Charges	92	78	114	113	109	90	89	52	63	55	50	70	75
Total Arrests	69	74	79	69	68	65	73	51	47	48	35	67	58



Traffic	18-Apr	18-May	18-Jun	18-Jul	18-Aug	18-Sep	18-Oct	18-Nov	18-Dec	19-Jan	19-Feb	19-Mar	19-Apr
Total Citations	419	469	495	459	469	392	358	297	258	281	287	379	358
Total Written Warning	1141	1105	1100	1158	1127	1043	1106	997	1008	1083	909	979	976
Total Traffic Accidents	60	80	47	71	66	53	76	60	66	68	41	47	46
Property Damage	53	73	40	67	57	43	66	51	52	54	37	38	40
Personal Injury	6	7	6	4	9	10	9	9	14	12	4	9	6
Fatality	1	0	1	0	0	0	1	0	0	2	0	0	0
Hit and Run*	6	2	6	6	6	3	11	8	6	5	2	4	5

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

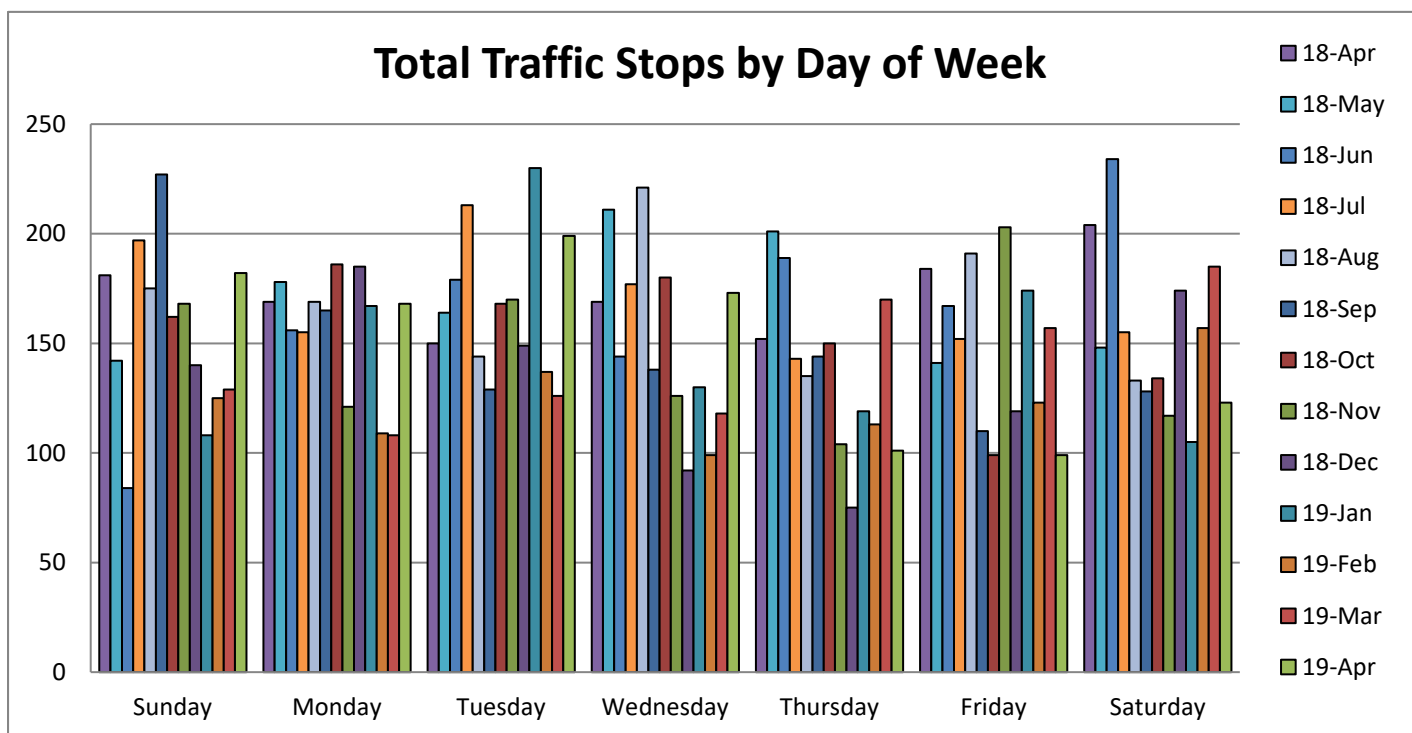


Westfield Police Department

April 2019

Traffic Stops by Day of Week

Day:	18-Apr	18-May	18-Jun	18-Jul	18-Aug	18-Sep	18-Oct	18-Nov	18-Dec	19-Jan	19-Feb	19-Mar	19-Apr
Sunday	181	142	84	197	175	227	162	168	140	108	125	129	182
Monday	169	178	156	155	169	165	186	121	185	167	109	108	168
Tuesday	150	164	179	213	144	129	168	170	149	230	137	126	199
Wednesday	169	211	144	177	221	138	180	126	92	130	99	118	173
Thursday	152	201	189	143	135	144	150	104	75	119	113	170	101
Friday	184	141	167	152	191	110	99	203	119	174	123	157	99
Saturday	204	148	234	155	133	128	134	117	174	105	157	185	123
TOTAL	1209	1185	1153	1192	1168	1041	1079	1009	934	1033	863	993	1045

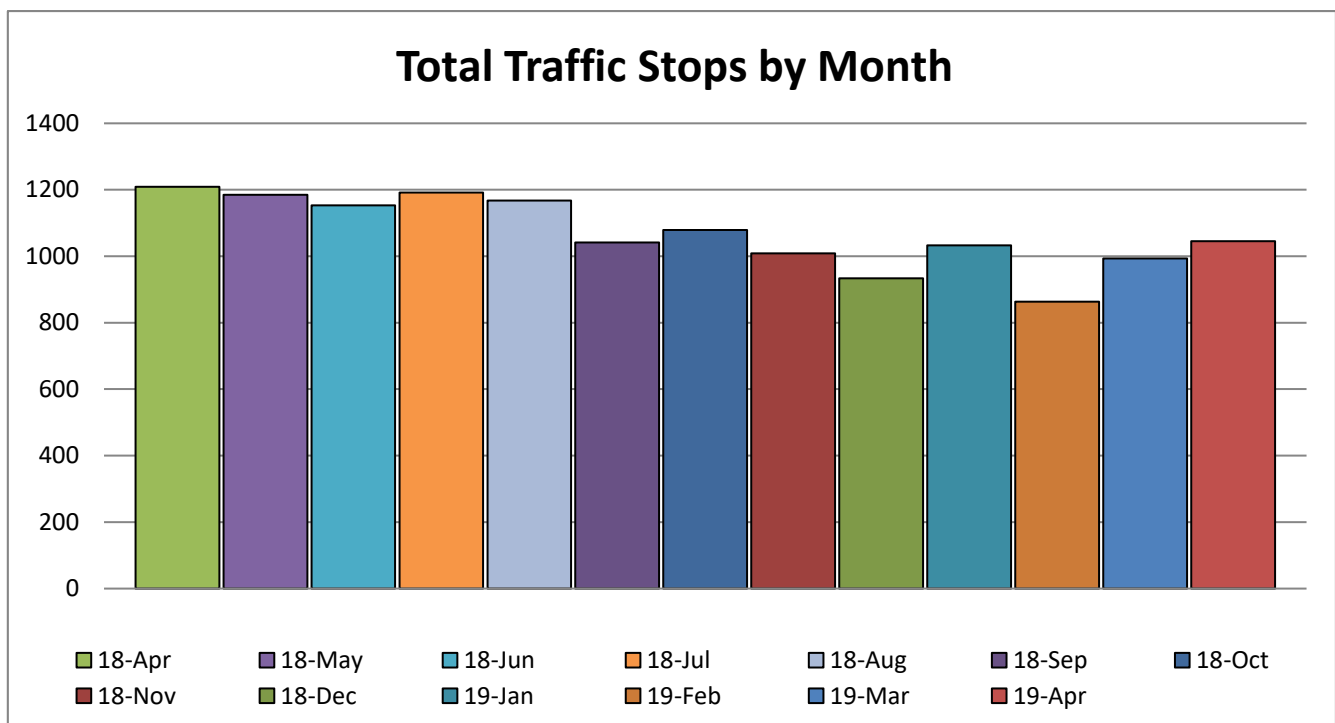


Westfield Police Department
April 2019

Traffic Stops by Hour of the Day

Hour:	18-Apr	18-May	18-Jun	18-Jul	18-Aug	18-Sep	18-Oct	18-Nov	18-Dec	19-Jan	19-Feb	19-Mar	19-Apr
0	69	59	63	62	41	49	54	41	42	46	37	70	50
1	36	36	41	35	22	39	28	23	24	29	25	44	32
2	44	35	28	27	10	28	18	19	27	20	16	16	24
3	25	14	15	10	6	27	19	22	17	18	10	26	12
4	7	4	8	12	4	8	20	5	9	10	8	6	10
5	7	7	10	18	4	5	4	11	4	12	8	10	7
6	53	42	44	46	21	10	15	17	11	26	15	18	14
7	86	77	98	67	53	39	20	29	24	22	23	19	11
8	49	57	51	64	97	77	72	63	59	67	43	39	61
9	47	76	74	87	86	87	75	88	76	81	54	54	78
10	71	80	82	104	78	83	60	59	65	70	50	50	61
11	41	51	28	52	68	47	40	53	39	36	26	33	37
12	43	29	32	31	42	25	20	23	30	45	29	31	33
13	62	49	61	41	64	34	40	48	43	51	34	47	55
14	55	60	78	64	106	36	60	52	43	49	40	44	50
15	60	51	62	47	84	65	57	43	38	40	33	29	42
16	37	35	64	50	46	38	28	26	34	35	28	38	30
17	31	18	38	29	23	19	20	23	21	24	13	26	30
18	88	94	58	54	72	59	85	72	91	91	99	109	96
19	74	94	51	51	86	67	93	73	63	85	80	76	81
20	34	28	14	24	18	19	35	26	30	14	24	30	19
21	22	29	30	40	24	26	44	55	18	32	30	22	50
22	80	79	61	73	57	79	86	73	59	77	69	64	91
23	88	81	62	104	56	75	86	65	67	53	69	92	71
TOTAL	1209	1185	1153	1192	1168	1041	1079	1009	934	1033	863	993	1045

Westfield Police Department
April 2019



Westfield Police Department
April 2019

Community Events

4/9/2019	Breakfast and Ride to School with an Officer - Days A
4/23/2019	Coffee With a COP
4/28/2019	Dia del Nino - Officer Velazquez

Westfield Police Department
April 2019

Training

4/4/2019	Monthly K9
4/8-12/19	ESU
4/8/2019	Digital Harm - A Persistent Vulnerability for School Safety - Officer Martin
4/8-12/19	IMPD Leadership Academy - Officers Zosso and Rebollar
4/16/2019	The Winning Mind for Women - Sgt. Carter
4/16-18/19	Optional Firearms - Departmental
4/16-18/19	CPR Recertifications - Departmental
4/24-25/19	ALICE Instructor (Hosting Agency)- Officers Ford and Velazquez
4/25/2019	3SI Security Systems - Investigations
4/29-5/3/19	Homicide and Forensic Death Investigation - Kautzman
4/29-30/19	A.R.I.D.E. - Officer Burtron
4/29-5/2/19	Firearms Qualifications - Departmental

THE WESTFIELD BOARD OF PUBLIC WORKS AND SAFETY April 24, 2019

The Westfield Board of Public Works and Safety met on April 24, 2019 at the Westfield Public Works Conference Room. Present were, Mayor Cook, Kate Snedeker, Kim Strang, Records Manager and Paul Reis, representing legal counsel.

Mayor Cook called the meeting to order at 1:01 PM

AGENDA ITEMS:

Action Item #1: Meeting Minutes Consideration for Approval:

Kate Snedeker made the motion to approve the March 27, 2019 meeting minutes as presented. Mayor Cook seconded. Vote: Yes-2; No-0. Motion carried.

CONTRACTS/AGREEMENTS

Action Item #2: Local Roads & Bridges Matching Grant Agreements-Community Crossing Grant

Jeremy Lollar presented stating this is a 50/50 match grant agreement for local roads and streets between the City and the State. The agreement is a commitment that the City will contribute its portion and spend the funds in accordance with this agreement.

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

Action Item #3: 2019 Asphalt Rejuvenating Project-Signing Authority

Jeremy Lollar presented requesting the signing authority on the annual asphalt rejuvenating project, for the amount of \$121,103.05.

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

Action Item #4: 2019 Resurfacing Project-Signing Authority

Jeremy Lollar presented requesting the signing authority for the 2019 resurfacing project for \$2,970,798.45.

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

Action Item #5: Approval of Sale of Property: 1438 E. 151st Street

Jeremy Lollar presented stating this is for approval to sell the property the City owns located at 1438 E. 151st Street for \$380,000.

Kate Snedeker made the motion to approve the sale of the property. Mayor Cook seconded.
Vote: Yes-2; No-0. Motion carried.

Action Item #6: Development Agreement: City of Westfield and Sundown Gardens

Jeremy Lollar presented stating the amendment specifies the language and acknowledges and consents to transferring of approximately 4+ acres from the original developer to subsequent developer, in exchange for dedication of certain rights-of-way, and easements. The city will provide certain fee credits and other commitments related to the roadway improvements.

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

Action Item #7: Kinsey Avenue Culver Replacement- Amendment Number 2

Michael Pearce presented stating this amendment shortens the proposed structure length on the east side of Kinsey Ave to eliminate relocation of existing gas utility. The cost of the amendment totals \$5,900 and includes updating and resubmitting the hydraulic report and updating the draft CE document to revise the stream impacts.

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

Action Item #8: Road Impact Fee Agreement-Cottage on East-James Investment Group & City of Westfield

Jeremy Lollar presented stating the Developer (at no cost) will dedicate to the city, a drainage and utility easement. The city in return will issue a road impact fee credit to the developer equal to two residential road impact fees.

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

Action Item #9: Lindley Run Development Right-of-Way Easement for Road Purposes

Jonathan Nail presented giving the details of the easement and the temporary easements being granted to the city and Lindley Run Development for construction, installation, use, maintenance and dedication of a public road

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

Action Item #10: Recreation Unlimited Estimate-Playground-Bent Creek/Raymond North

Jeremy Lollar presented stating Pulte Homes wishes to use city property (166th and Little Eagle Rd/159th and Towne) to facilitate a playground for their nearby community use. Pulte agrees to pay \$50,000 of the \$84,784.95 project estimate.

Kate Snedeker made the motion to approve the estimate. Mayor Cook seconded.
Vote: Yes-2; No-0. Motion carried

CONSENT AGENDA:

WPD-2019 Trailer Disposals

Spring Mill Villas-Path Extension

April Bond Information

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

DEPARTMENT REPORTS:

Fire- Rob Gaylor

Police- Chief Rush

Public Works- Jeremy Lollar

With no further business Kate Snedeker made the motion to adjourn Mayor Cook seconded.
The meeting was adjourned at 1:55 PM

Deputy Clerk-Treasurer

Board of Public Works and Safety



May 22, 2019

Consent Agenda Item:

Performance Bond Acceptance

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

- Spring Mill Grand Station, Bond #INC61074, \$101,248.09, ROW, including Streets/Curbs, Storm Sewer, Sidewalks, Trail, & Erosion Control
- Spring Mill Grand Station, Bond #INC61075, \$50,640.54, Erosion Control
- Pulte Homes of Indiana, Westchester, Section 1, Bond #268012639, \$74,464.50, Concrete Curb
- Pulte Homes of Indiana, Westchester, Section 1, Bond #268012640, \$507,201.42, Storm Sewer
- Pulte Homes of Indiana, Westchester, Section 1, Bond #268012641, \$121,504.42, Common Walks
- Pulte Homes of Indiana, Bent Creek, Section 2, Bond #268012638, \$260,961.80, Stone Base, Binder, Surface, & Asphalt Walking Path
- Pulte Homes of Indiana, Bent Creek, Section 2, Bond #268012637, \$47,594.40 Concrete Curb
- Pulte Homes of Indiana, Bent Creek, Section 2, Bond #268012635, \$412,688.43, Storm Sewer
- Pulte Homes of Indiana, Bent Creek, Section 2, Bond #268012636, \$5,984.61, Common Area Walks
- T.D. Management, Tire Discounters Westfield, Bond #PB00155800856, \$15,457.00, Erosion Control
- T.D. Management, Tire Discounters Westfield, Bond #PB00155800853, \$19,360.00, Streets/Curbs
- T.D. Management, Tire Discounters Westfield, Bond #PB00155800854, \$83,872.00, Storm Sewer
- T.D. Management, Tire Discounters Westfield, Bond #PB00155800855, \$3,520.00, Sidewalk

- Platinum Properties, Springmill Villas, Bond #3085841, \$328,230.10, Asphalt Paving: Entry ROW (AD Lane, Mill & Resurface, Stripe). Entry ROW Path (Stone, Binder, Surface), and Local Streets (Stone, Binder, surface).
- Platinum Properties, Springmill Villas, Bond #3018774, \$61,559.30, Concrete Curbs
- Platinum Properties, Springmill Villas, Bond #3018775, \$17,443.80, Concrete Walks & Ramps
- Platinum Properties, Springmill Villas, Bond #3085842, \$59,532.00, Storm Sewers (Undercurb Subsurface Drains Only)
- Grand Communities, Villages of Oak Manor, 2B, Rider to Bond #02223906. Changing bond number only from #02223906 to #0223906

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:

- Shelton Cove Development, Shelton Cove, Section 2, Bond #1150352, \$67,648.21, Erosion Control
- Shelton Cove Development, Shelton Cove, Section 2, Bond #1155706, \$577,951.10, Storm Sewer, SSD, Streets, Sidewalks, & Curbs

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:

- Shelton Cove Development, Shelton Cove, Section 2, Bond #1163874, \$55,888.43, Storm Sewer Infrastructure, Curb & Roadway, Common Sidewalks & Erosion Control
- Elevation Excavation, Inc., Enclave at Andover, Section 3, Bond #1163908, \$5,148.00, Storm Sewer
- Mattingly Concrete, Enclave at Andover, Section 3, Bond #Q89-7270310, \$3,000.00, Common Area Sidewalks
- E&B Paving, Enclave at Andover, Section 3, Bond #30071238, \$10,883.70, Onsite Stone, Asphalt Binder, Asphalt Surface, & 8' Asphalt Path
- Sitecrete, LLC, Enclave at Andover, Section 3, Bond #30070774, \$2,024.18, Curbs

Maintenance Bond Release

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

- None

Cash In Lieu

The Westfield Public Works Department is recommending that the Board of Public Works and Safety consider accepting the following Cash In Lieu by the requested developer:

- None

PAYMENT IN LIEU OF TAXES AGREEMENT

2This **PAYMENT IN LIEU OF TAXES AGREEMENT** (this “Agreement”) is dated and made and entered into effective as of this ---- day of May-, 2019, by and among the CITY OF WESTFIELD, INDIANA, a municipal corporation and political subdivision of the State of Indiana (the “City”), and Options Charter School, Inc. (the “Owner”).

RECITALS:

A. WHEREAS, the Owner desires to acquire, develop and build Options Charter School in the Oak Manor North Planned Unit Development District project on certain real estate located North of State Road 32 and Gunther Drive, real estate is legally described on Exhibit A attached to this Agreement (the “Real Estate”).

B. WHEREAS, the Real Estate is located in the East Side Economic Development Area established pursuant to IC 36-7-14-39.

C. WHEREAS, the Owner seeks to develop and build the Project for the purpose of providing Options Charter School facilities in the City of Westfield.

D. WHEREAS, the Owner further anticipates that approximately \$3,250,000 will be invested in order to acquire, develop and build the Project.

E. WHEREAS, the Owner has further agreed to make certain payments-in-lieu-of- taxes that will ensure the City and its taxing units receive payments for public services while also supporting the development of the Project and public services to be used by employees and students of the Project as well as to comply with the zoning restrictions protecting the economic development envisioned by the Westfield Redevelopment Commission (the “RDC”) and Economic Development Department plans.

F. WHEREAS, in order to support the acquisition, development and construction of the Project, the City and the Owner have agreed that the Owner will make payments to the City in lieu of the real estate taxes pursuant to the terms of this Agreement.

G. WHEREAS, City is authorized to enter into this Agreement pursuant to Indiana Code 36-1-3 *et seq.*

H. WHEREAS, the parties desire that the payments made pursuant to this Agreement shall be made in lieu of the real estate taxes that would have been paid if the Real Estate was not totally or partially exempt from paying real estate taxes.

NOW, THEREFORE, in consideration of the foregoing premises, mutual covenants and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

AGREEMENT:

Section 1. Payments in Lieu of Taxes.

Section 1.1. (a) Owner represents and warrants that it is in compliance with the requirements of the Property Tax Exemption Statute with respect to the ownership, financing and operation of the Real Estate, and during the term of this Agreement, Owner covenants and agrees it shall at all times remain in compliance with the requirements of the Property Tax Exemption Statute.

(b) Owner acknowledges that this PILOT Agreement does not confer any property tax exemption on the Real Estate and that in order to obtain any such property tax exemption or partial exemption, the Owner must timely file its Property Tax Exemption Application, including renewal applications, if any are required, with the Hamilton County Assessor requesting an exemption pursuant to the Property Tax Exemption Statute from Owner's obligation to pay all or a portion of its property taxes on the Real Estate and the Owner must meet its burden of proof under Indiana law pursuant to the normal application and determination process applicable to the Property Tax Exemption Statute to justify and receive such exemption.

(c) The Annual In-Lieu of Amount shall be as follows:

Owner shall pay City the sum of \$18,768.00 per year commencing calendar year 2022 payable January 1 of each year for so long as Owner, its related party or successors and assigns owns the Real Estate and operates a school on the Premises. At the time Owner conveys or transfers any interest in the Real Estate to an unrelated entity, this PILOT Agreement shall terminate.

Section 1.2. Owner hereby reserves the right to contest and to appeal the amount of any tax assessment of the Real Estate. Any such challenge must be done with prior consent of the City, which consent shall not be unreasonably withheld, delayed or conditioned, and will not affect the timely payment of the Annual in Lieu of Amount described in Section 1.1(c), provided, however, any reduction in the Annual in Lieu of Amount as a result of the contest or appeal shall be refunded to the Owner, with interest, if any, computed as if the In Lieu of Payments were property taxes upon the final determination by the County Assessor or, if applicable, the Hamilton County Property Tax Board of Appeals, the State Tax Board or any court of competent jurisdiction.

Section 1.3. Owner shall be liable for prompt payment of all In Lieu of Payments when due. Owner shall be liable for all penalties, costs and expenses imposed under IC 6.1.1-22-1 *et seq.* and IC 6-1.1-37-1 or any statute which amends or replaces them for delinquent In Lieu of Payments as if the In Lieu of Payment amount was property taxes.

Section 1.4. "Term" of the Agreement will begin following the Owner's acquisition of the Real Estate by obtaining title thereto or entering into a lease thereof or other similar arrangements. The Agreement shall terminate when Owner transfers title to the Real Estate to an unrelated entity and no longer has any ownership interest in the Real Estate.

Section 1.5 In the event Owner transfers any portion of the Real Estate to a non-exempt transferee, this Agreement, as it pertains to the transferred Real Estate shall expire and be of no further effect to the transferred parcel(s). The payments from the Owner will not be reduced without agreement in writing by the City and the Westfield Redevelopment Commission.

Section 2. General Provisions

Section 2.1. Captions; Incorporation and Exhibit. The captions and headings of various Sections and Exhibit referenced herein are for convenience only and are not to be considered as defining or limiting in any way, the scope or intent of the provisions hereof. Notwithstanding the foregoing, each of the Recitals and the Exhibit referenced herein are incorporated and expressly made a part hereof.

Section 2.3. Notices. Any notice, demand, request or other communication which any party hereto may be required or may desire to give hereunder shall be in writing, addressed as follows and shall be deemed to have been properly given (a) if hand delivered (effective upon delivery), (b) if sent by reputable overnight courier, charges prepaid (effective the business day following delivery to such courier) or (c) if mailed by United States registered or certified mail, postage prepaid, return receipt requested (effective two business days after mailing):

If to RDC: City of Westfield, Indiana
130 Penn Street
Westfield, Indiana 46074
Attn: City Clerk-Treasurer in the capacity
of the RDC Treasurer

Section 2.8. Severability. If any provision of this Agreement is determined by a court having jurisdiction to be illegal, invalid or unenforceable under any present or future law, the

remainder of this Agreement will not be affected thereby. It is the intention of the parties that if any provision is so held to be illegal, invalid or unenforceable, there will be added in lieu thereof a provision as similar in terms to such provision as is possible that is legal, valid and enforceable.

Section 2.9. No Joint Venture. Nothing contained in this Agreement will be construed to constitute the Owner as a joint venture with the City or to constitute a partnership between the Owner and the City.

Section 2.10. Construction. The parties acknowledge that each party and each party's counsel have reviewed and commented on this Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party will not be employed in the interpretation of this Agreement or any amendments or schedules hereto.

Section 2.11. Authorization. The persons executing and delivering this Agreement on behalf of the parties hereto represent and warrant to the other party that such person is duly authorized to act for and on behalf of said party, and execute and deliver this Agreement in such capacity as is indicated below.

Section 2.12. Assignment/Successor. This Agreement, and any applicable portion thereof, shall be binding upon the City, the Owner and any successor, grantee or assignee of the Owner with respect to the Real Estate.

Section 2.13. Recording. The City will cause this Agreement and any other instruments of further assurance to be promptly recorded with the appropriate office in Hamilton County, Indiana, as a mortgage to secure the obligation of the Owner to pay In Lieu of Tax Payments and all subsequent penalties, interest and costs resulting from any delinquency related thereto (the "PILOT Mortgage") in such manner and in such places as may be required by law to preserve and protect fully the rights of the City and the Owner hereunder as to all of the Real Estate and file a copy of recorded Agreement with the City Clerk-Treasurer's Office, the Hamilton County Assessor's Office, the Hamilton County Auditor's Office and the Hamilton County Treasurer's Office.

WESTFIELD BOARD OF PUBLIC WORKS AND SAFETY

<u>Voting For</u>	<u>Voting Against</u>	<u>Abstain</u>
J. Andrew Cook	J. Andrew Cook	J. Andrew Cook
Randy Graham	Randy Graham	Randy Graham
Kate Snedeker	Kate Snedeker	Kate Snedeker

ATTEST:

_____, Deputy Clerk Treasurer

[Executions Continued on Following Page]OWNER,
OPTIONS CHARTER SCHOOL, INC.

By: _____

Title: _____

STATE OF INDIANA)
) SS:
COUNTY OF HAMILTON)

Before me, a Notary Public, in and for said County and State, personally appeared _____ in his capacity as _____ (the “Company”), who acknowledged the execution of the foregoing instrument as such acting for and on behalf of said Company, and who, having been duly sworn, stated that any and all representations and warranties contained therein are true and correct in all material respects.

Witness my hand and Notarial Seal this ____ day of _____, 2019.

Notary Public

Printed Signature

My Commission Expires:

My County of Residence:

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. E. Davis Coots.

R:\EDC\OPTIONS CHARTER SCHOOLS NOBL (23893)\PAYMENT IN LIEU OF TAXES AGREEMENT.docx



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

Contact: Fire Chief

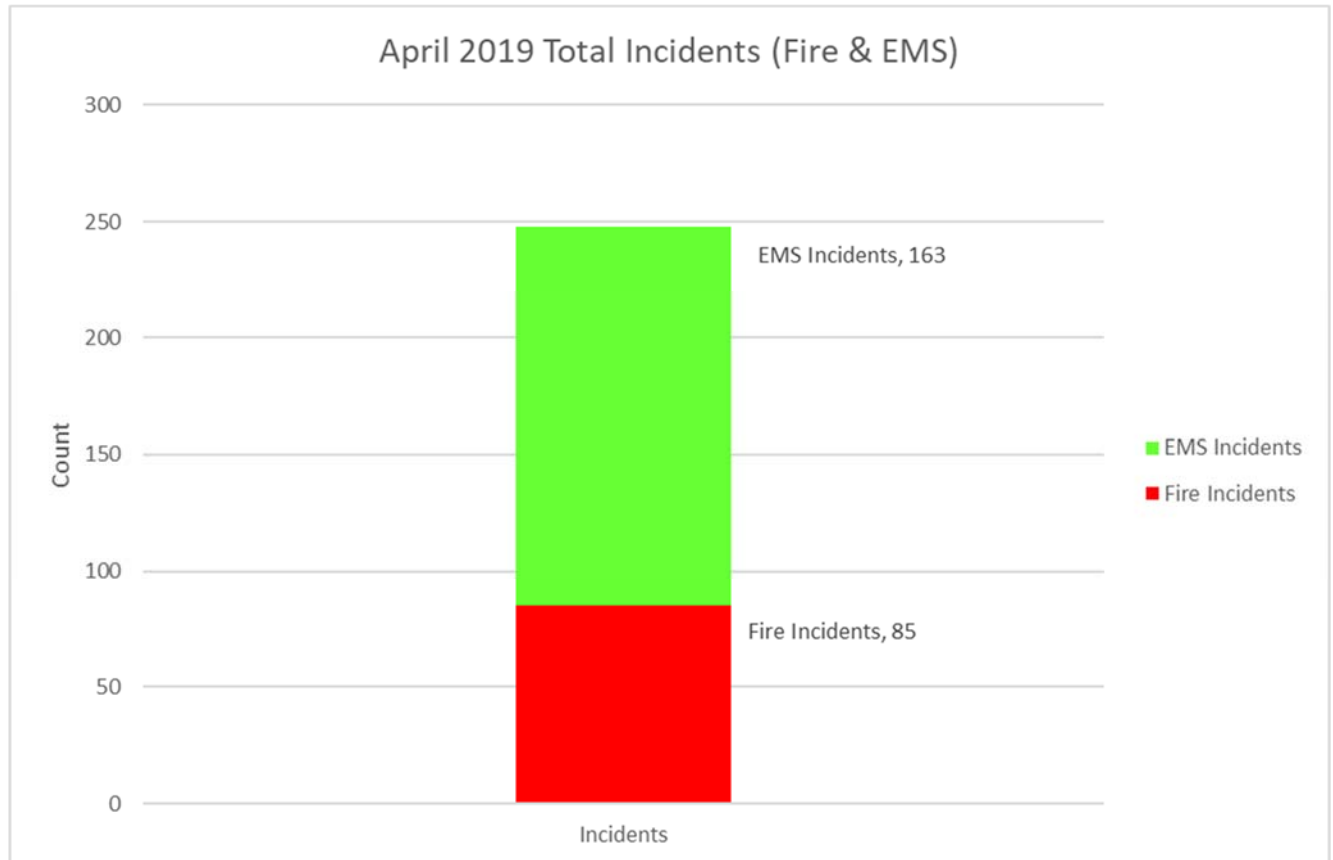
Marcus Reed

Or Nikki Hartman

804-3304



Westfield Fire Department 2019 April Incident Statistics



Incident Type	Incident Count	% of total Incident
Fire Incidents	85	34%
EMS Incidents	163	66%
Total Incidents	248	



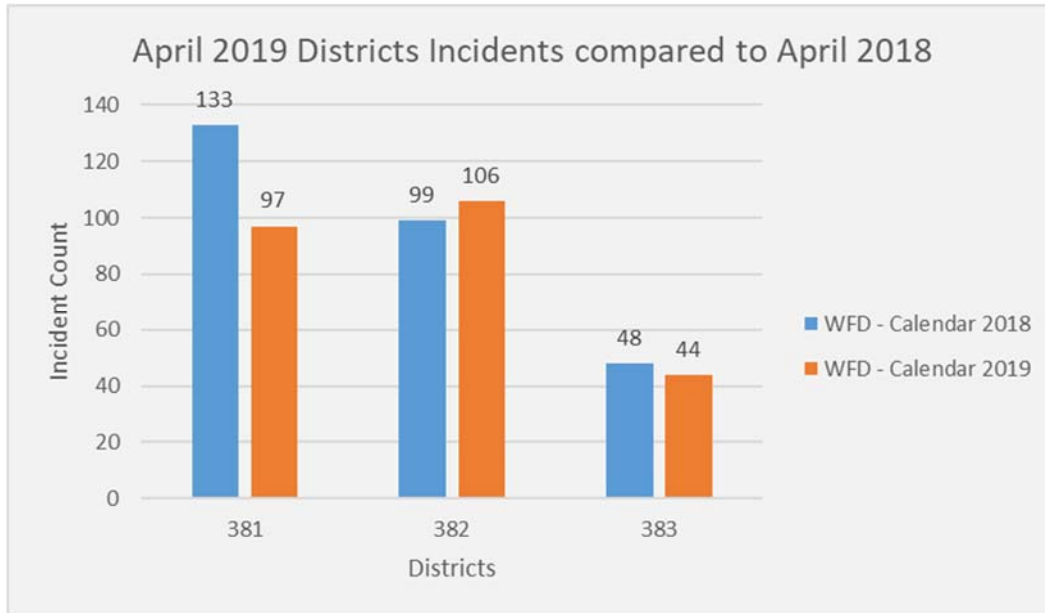
Westfield Fire Department 2019 April Incident Statistics



Property Loss	Total Pre-Incident Value	% of Property value saved
0	3297600	100%



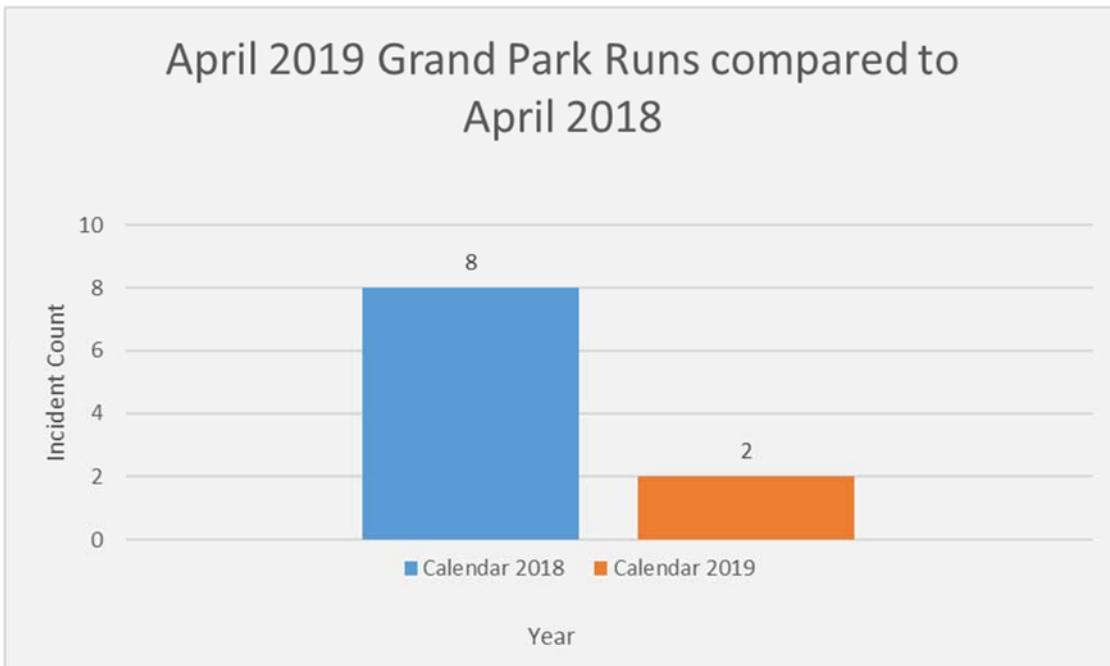
Westfield Fire Department 2019 April Incident Statistics



Districts	April 2018	April 2019	Increase/decrease	% increase/decrease
381	133	97	-36	-27%
382	99	106	7	7%
383	48	44	-4	-8%



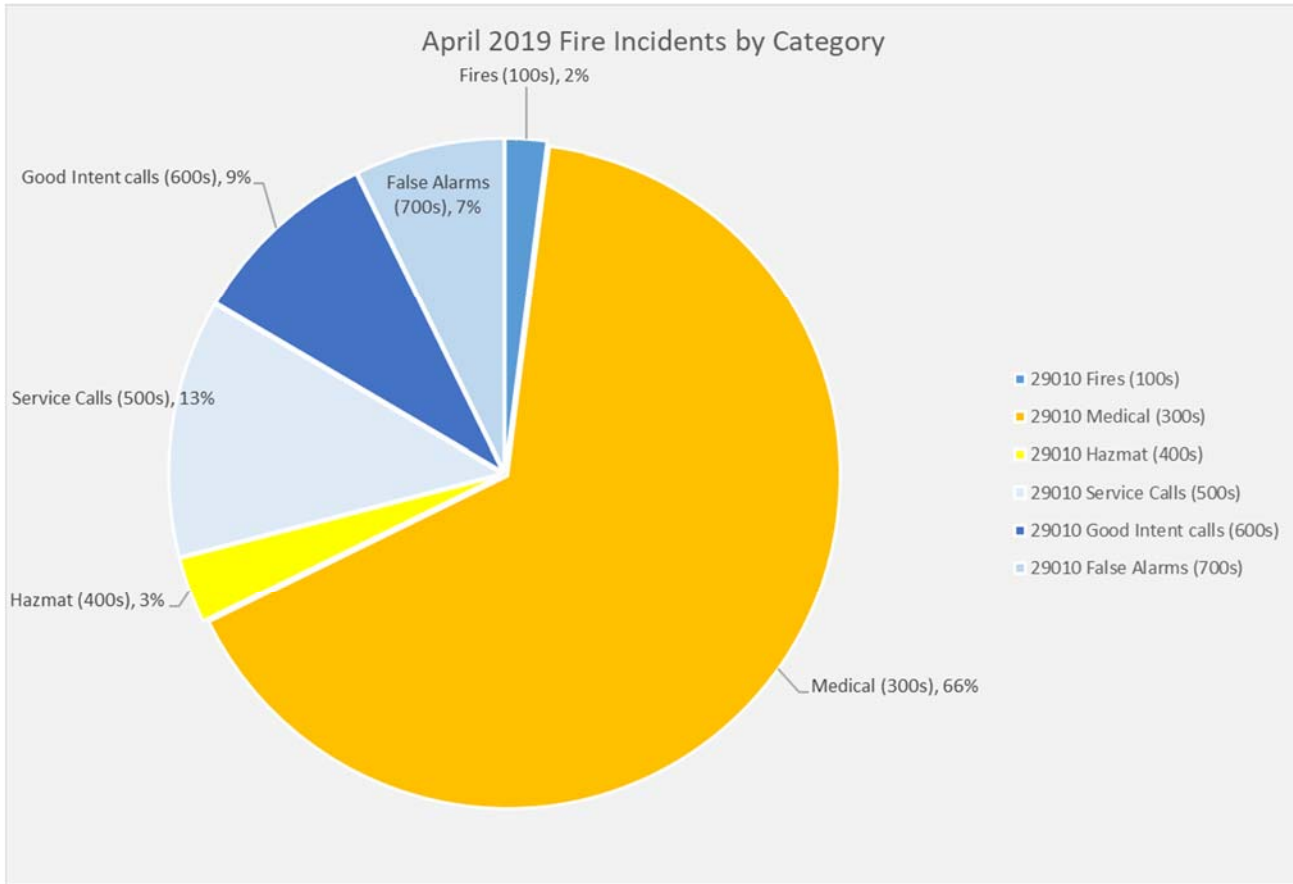
Westfield Fire Department 2019 April Incident Statistics



April 2019 Incident Calls	April 2018 Incident Calls	Increase/decrease	% increase/ decrease
2	8	-6	-75%



Westfield Fire Department 2019 April Incident Statistics

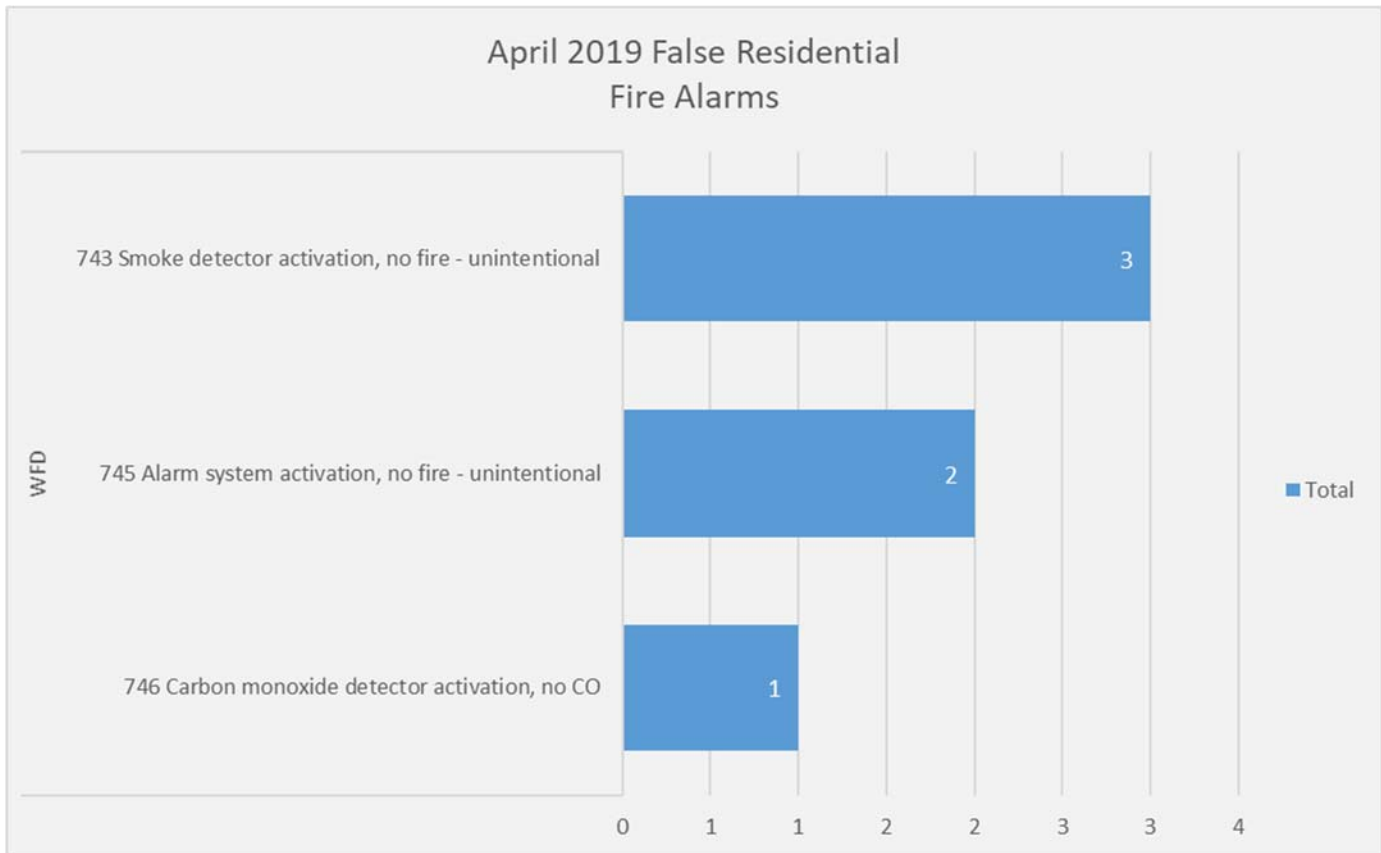


Call Type	Incident Count	% of total calls
Medical	163	65.73%
Good Intent	23	9.27%
Service Calls	31	12.50%
False Alarm	18	7.26%
Hazmat	8	3.23%
Fires	5	2.02%
Sever Weathers	0	0.00%
OverPressure	0	0.00%
Special Incident	0	0.00%
Total	248	



Westfield Fire Department 2019 April Incident Statistics

False Residential Fire Alarm Calls

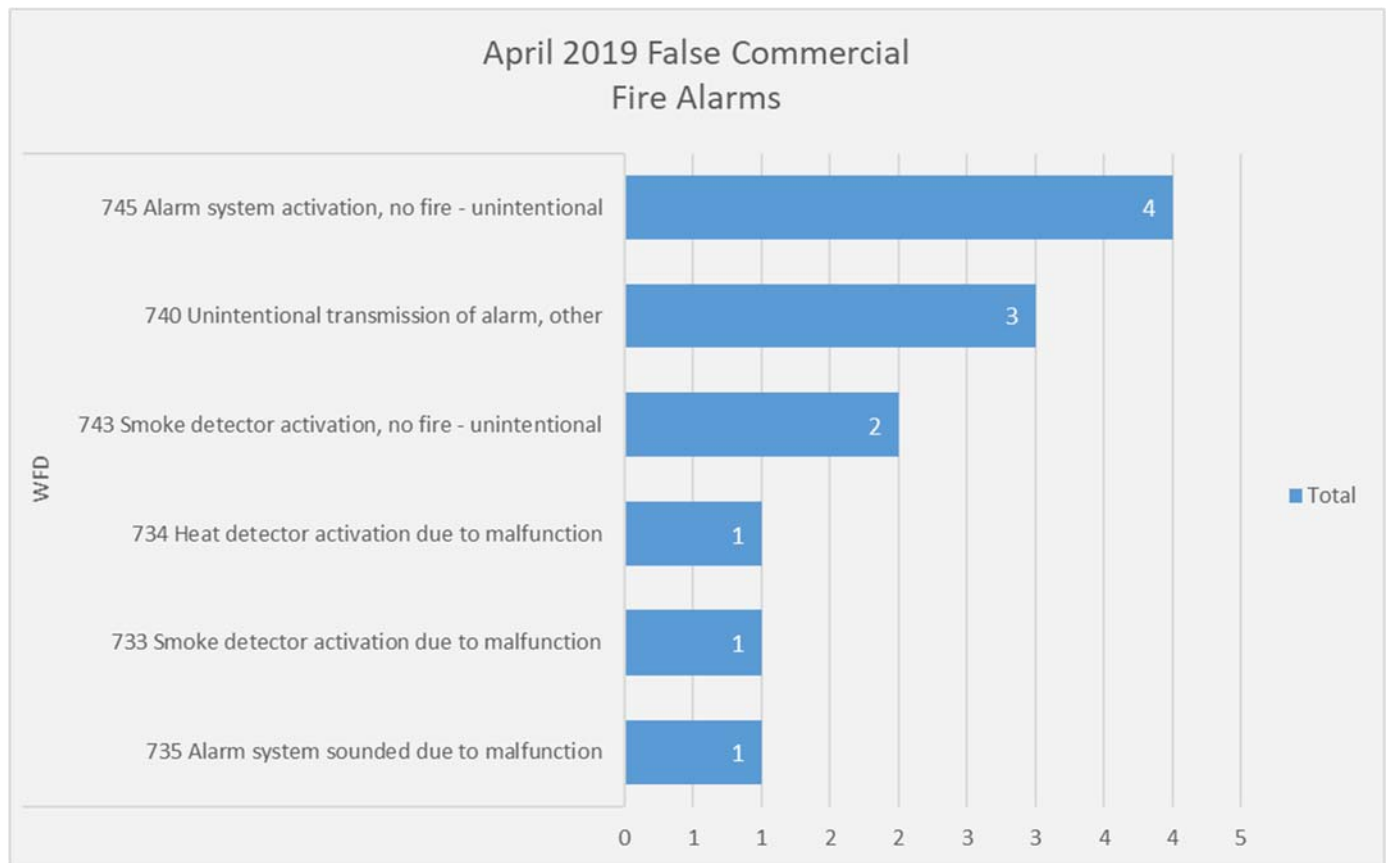


6 Residential Alarms



Westfield Fire Department 2019 April Incident Statistics

False Commercial Fire Alarm Calls

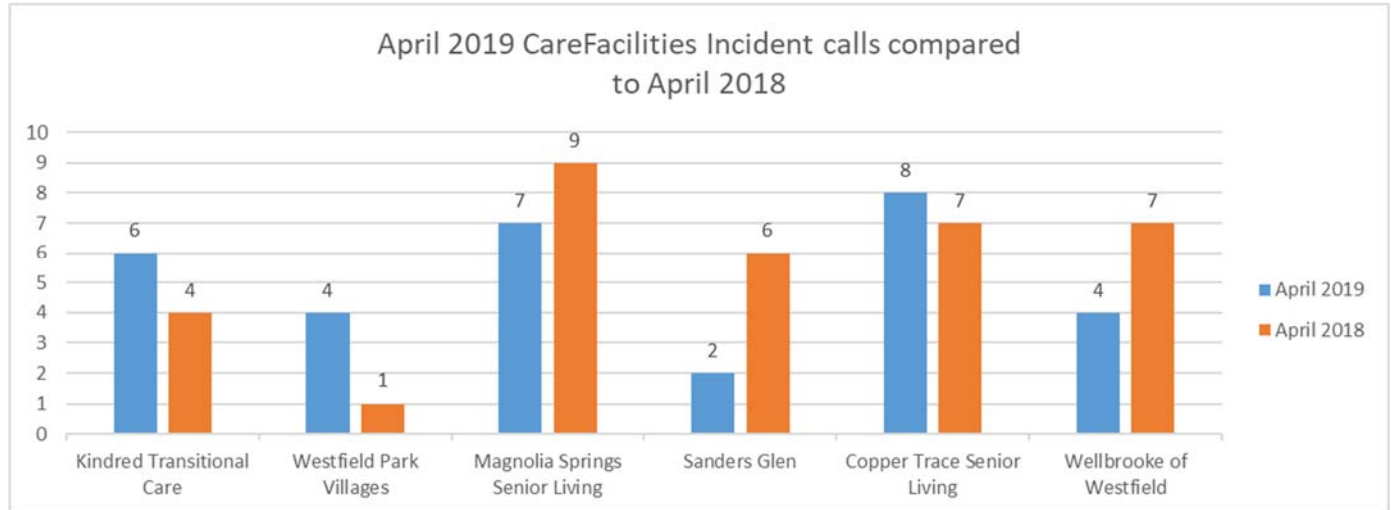


12 Commercial False Alarms



Westfield Fire Department 2019 April Incident Statistics

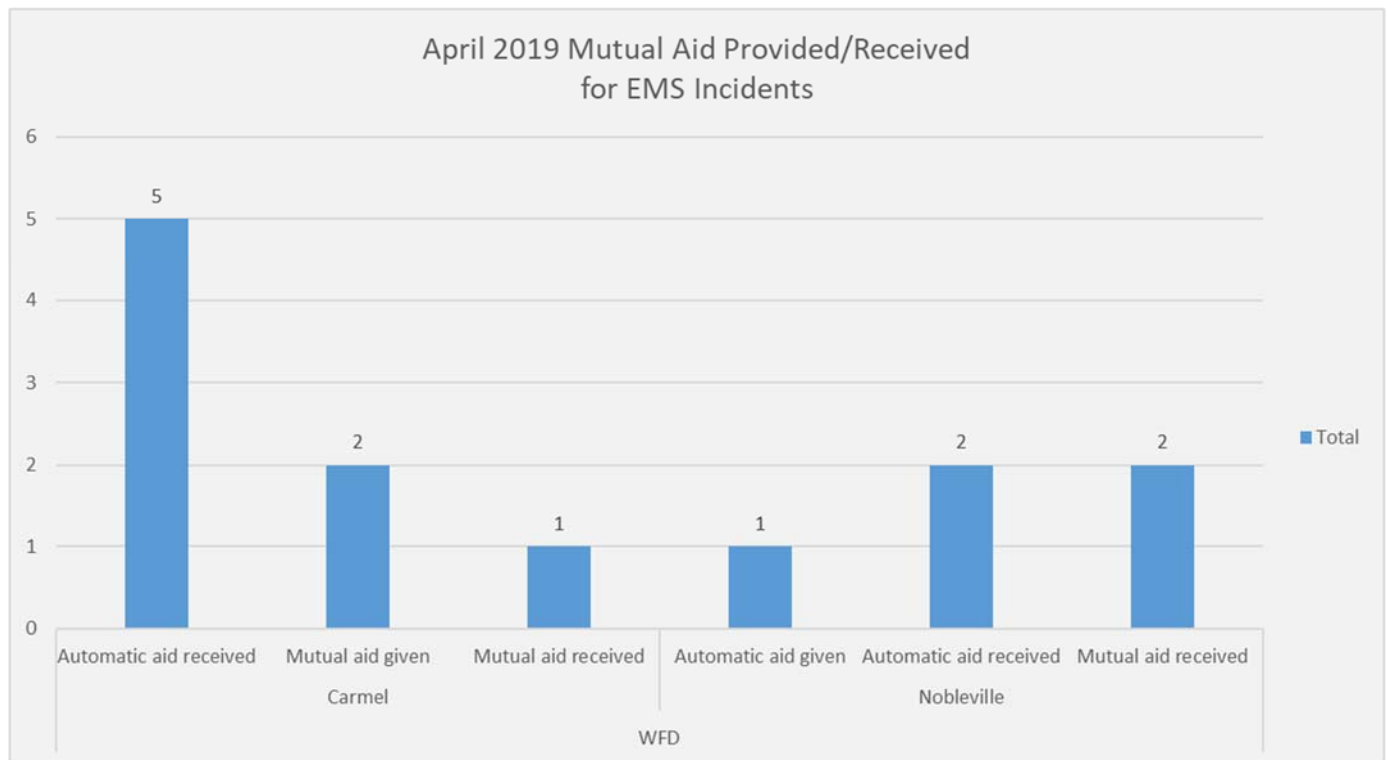
Care Facility





Westfield Fire Department 2019 April Incident Statistics

Mutual Aid data
EMS

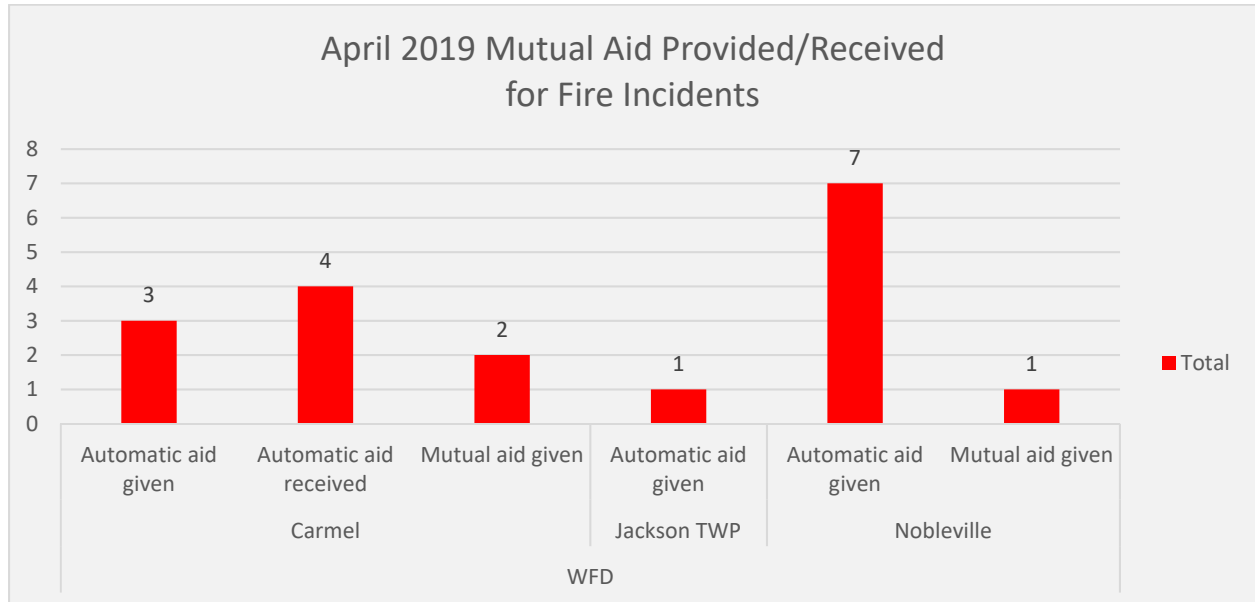


Total 12



Westfield Fire Department 2019 April Incident Statistics

Mutual Aid Data Fire Incidents



Total 18

Community Paramedic Program

Since 3/11/19 the engine referral program has made 17 patient contacts:

3 patients have called 911 again, 1 time since our contact

1 patient has called 911 again, 3 times since our contact

13 patients have not called 911 at all since our contact.