



CITY OF WESTFIELD, IN
Board of Public Works_Meeting_Agenda_04_26_2023

Wednesday, April 26, 2023 at 01:00 PM

BOARD OR COMMISSION: Board of Public Works and Safety

MEETING DATE: Wednesday, April 26, 2023 at 01:00 PM

MEETING PLACE: City Services Center- Main Level Media 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 – March 22, 2023

Documents: [March 22, 2023 Minutes](#)

Bid Approval

NONE

Contracts/Agreements

Action Item #2:

City of Westfield & ProTeam Tactical Performance – Behavioral Health Agreement

Documents: [Behavioral Health Agreement](#)

Action Item #3:

City of Westfield & Duke Energy Indiana – Utility Reimbursement Agreement – 196th Street Reconstruction

Documents: [Utility Reimbursement Agreement](#)

Action Item #4:

City of Westfield & Glice – Proposal for Purchase of Ice Rink for Grand Junction Plaza

Documents: [Glice Proposal](#)

Action Item #5:

City of Westfield & Mader Design – Professional Services Contract – Facilitate Master

Plan Process for Newby Site

Documents: [Professional Services Contract - Newby Site](#)

Action Item #6:

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

Documents: [Task Order #29](#)

Permit Approval

Action Item #7:

Encroachment Application – Duke Energy – 16405 Westfield Blvd.

Documents: [Encroachment Application 16405 Westfield Blvd.](#)

Action Item #8:

Encroachment Application – Duke Energy – 17701 Spring Mill Road

Documents: [Encroachment Application - 17701 Spring Mill Rd](#)

Consent Agenda

Beau Leimbach - Conflict of Interest

Documents: [COI Leimbach](#)

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

WPD - Disposal of Radio Equipment

Documents: [WPD Equipment Disposal](#)

April Bond Information

Documents: [April Bond List](#)

Department Reports

Fire

Documents: [WFD March Report](#) | [WFD Quarter 1 Report](#)

Police

Documents: [WPD March Report](#)

Public Works

THE WESTFIELD BOARD OF PUBLIC WORKS AND SAFETY March 22, 2023

The Westfield Board of Public Works and Safety met on March 22, 2023, in the Westfield City Hall Assembly Room. Present were, Jim Ake, Larry Clarino, Mayor Cook, and Kim Strang. Manny Herceg attended virtually.

Jim Ake called the meeting to order at 1:01 PM

AGENDA ITEMS:

Action Item #1: Approval of Minutes from February 22, 2022

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

CONTRACTS/AGREEMENTS

Action Item #2: Signing Authority: 2023 Striping Project

Michael Pearce stated this would grant John Nail the signing authority on the 2023 (annual) striping project contract with a not to exceed amount of \$110,000.

Mayor Cook made a motion to give John Nail the signing authority. Larry Clarino seconded.
Vote: Yes-3; No-0. Motion carries.

Action Item #3: Signing Authority: 2023 Concrete Street Patching

Michael Pearce stated that bids for the annual concrete street patching for 2023 are expected to be received by the end of March. This is giving John Nail the signing authority to approve a contract to the lowest/responsive bidder under the not exceed amount of \$85,000.

Larry Clarino made the motion to approve the signing authority. Jim Ake seconded.
Vote: Yes-3; No-0. Motion carries.

Action Item #4: Villa Licci, Inc. & City of Westfield-Dedication of Public Right of Way

Johnathon Nail presented stating that Vila Licci, Inc is dedicating the ROA to the city to allow for a passing blister at the entrance to a forth coming daycare facility.

Jim Ake made a motion to approve the ROA dedication. Mayor Cook seconded.
Vote: Yes-3; No-0. Motion carries.

Action Item #5: City of Westfield & Baumgartner Asphalt-Goods & Services Contract

Michael Pearce stated this contract is for the 2023 resurfacing project, to include road construction, milling, resurfacing, full depth patching, maintenance of traffic, and striping of various thoroughfares and residential streets throughout the city. The Baumgartner bid came in lower than the estimated cost, so additional sub-division work was able to be added into the scope of work.

Larry Clarino made the motion to approve the contract. Mayor Cook seconded.

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

Action Item #6: City of Westfield & Morphe Construction-Goods and Services Contract-196th Street Road Reconstruction

Michael Pearce stating this contract is for the 196th Street Rd reconstruction, resurfacing, grading, installation of ditching and pipes, traffic signal installation at East Street, signage, and maintenance of traffic flow during the project. The contract total is \$4,070,000.00.

Jim Ake made the motion to approve the contract. Larry Clarino seconded.

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

PERMIT APPROVAL

Action Item #7: Encroachment Permit Application-Duke Energy-17701 Spring Mill Road

Mayor Cook made a motion to table this item. Larry Clarino seconded. Vote: Yes-3: No-0. Motion carries.

CONSENT AGENDA:

March Bond Information

Jim Ake made the motion to approve the consent agenda. Mayor Cook seconded.

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

DEPARTMENT REPORTS:

Fire- Chief Gaylor

Police- Chief Rush

Public Works- Johnathon Nail

Mayor Cook made the motion to adjourn. Jim Ake seconded.

The meeting was adjourned at 1:41 PM

BEHAVIORAL HEALTH AGREEMENT

This Behavioral Health Agreement (“Agreement”) this 21st day of March, 2023, (“Effective Date”) by and between the City of Westfield (“Westfield”), and ProTeam Tactical Performance (“ProTeam”);

RECITALS

WHEREAS, ProTeam is an Indiana Limited Liability Corporation, with its principal place of business at 1531 E. Northfield Drive, Suite 300, Brownsburg, IN, 46112, that provides or arranges for the provision of professional healthcare services, assessments and/or medical products; and

WHEREAS, Westfield is a(n) Indiana municipal corporation, duly authorized to conduct business within the State of Indiana, with its governing offices located at 2728 East 171st Street, Westfield, IN 46074; and

WHEREAS, Westfield desires to enter into an exclusive agreement for ProTeam to provide access to certain behavioral health visits and appraisals to its first responders at preferred rates, however nothing in the Agreement will restrict any first responder from seeking their own preferred provider; and

WHEREAS, ProTeam desires to enter into this agreement to provide Westfield first responders certain access to exclusive behavioral health visits and appraisals at preferred rates.

NOW, THEREFORE, in consideration of the foregoing and the terms and conditions hereof, Westfield and ProTeam agree as follows:

SERVICES PROVIDED. ProTeam will perform customary behavioral and/or mental health services, including but not limited to, psychotherapy counseling services and initial evaluations of Westfield first responders. ProTeam will provide access for first responders to SHIELD, a mobile application that provides tools for first responders to take self-appraisals of their mental health. ProTeam will provide administration access to add/delete members and resources. All individual first responder information provided will remain anonymous.

TERM AND COMPENSATION. This Agreement shall commence on the Effective Date and continue for a period of three (3) years (the “Term”). Westfield shall remit payment to ProTeam within thirty (30) days of receipt of ProTeam’s invoices. Westfield hereby acknowledges the rate of compensation for ProTeam’s services and products as follows:

1. \$26,250 per year for One Hundred and Seventy-Five (175) psychotherapy counseling services and/or initial evaluations (rate of \$150/visit) billed net 30 within twenty (20) days of agreement execution. Subsequent visits above and beyond the agreed upon One Hundred and Seventy-Five (175) will be billed to Westfield at a rate of \$150/visit.
 - a. 100 – Fire Department
 - b. 75 – Police Department
2. \$8,750 per year for One Hundred and Seventy-five (175) SHIELD mobile app accounts at a rate of \$50 per account with annual auto renewal.
 - a. 100 – Fire Department
 - b. 75 – Police Department

INDEMNIFICATION. Each party agrees to indemnify and hold harmless the other party from and against any and all liability, claims, damages, costs and expenses, including reasonable attorney fees, to the extent caused by or arising out of the negligent acts or omissions or willful misconduct of any employee or agent of the respective party concerning the provision of services required by this Agreement.

RECORDS AND CONFIDENTIALITY. (a). **Protected Health Information.** The Parties shall comply with all applicable laws and regulations regarding the maintenance and disclosure of Members’ medical records and other individually identifiable health information. In particular, the Parties shall be in compliance with the provisions of the

Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), as amended, and accompanying regulations at 45 C.F.R. Sections 160 and 164, shall govern the Parties' use and disclosure of protected health information, as HIPAA defines that term. (b). **Confidentiality**. Neither Westfield nor ProTeam may disclose any proprietary or confidential information of the other Party, including but not limited to trade secrets and the appraisals to any third party without the prior written consent of the other Party, or as required by applicable law specifically Indiana Code 5-14-3, *et seq.*

AMENDMENTS. The Parties may negotiate and enter any amendments of this Agreement, or supplementary agreements on matters not agreed upon herein. Any amendments of this Agreement, or supplementary agreements shall be valid only when made in writing and shall be effective only upon signature by both parties. Any amendments of this Agreement, or supplementary contracts have equal effect as this Agreement.

ENTIRE AGREEMENT. This contract constitutes the entire agreement between the parties and supersedes all previous communications, representations or agreements, either verbal or written, between the parties with respect to the subject matter hereof and there shall be no amendment or modification of this contract, except in writing signed by the parties.

SIGNATURE AUTHORITY. The person signing on behalf of each Party, below, is an authorized representative of said Party, and all necessary corporate actions have been taken to authorize such signer to enter into this Agreement on the Party's behalf.

BINDING EFFECT/ASSIGNABILITY. This contract shall be governed by the laws of the state of Indiana and binding upon the parties, and their respective heirs, devisees, legatees, personal representatives and successors. Any waiver of any breach of this contract shall not operate or be construed as a waiver of any subsequent breach. This contract shall not be assignable.

E-VERIFY Pursuant to Indiana Code 22-5-1.7, *et seq.*, ProTeam shall enroll in and verify the work eligibility status of all newly hired employees through the E-Verify program, unless the E-Verify program no longer exists. ProTeam hereby affirms that it does not knowingly employ any unauthorized alien, as that term is used in Indiana Code 22-5-1.7, *et seq.*

Non-Discrimination Consistent with Ind. Code §22-9-1-10, ProTeam agrees that it, and its subcontractors, will not discriminate against any employee or applicant for employment to be employed in the performance of this contract, with respect to the employee's hire, tenure, terms, conditions or privileges or employment, or any matter directly or indirectly related to employment, because of the employee's race, religion, color, sex, disability, national origin, or ancestry. Breach of this covenant may be regarded as a material breach of the agreement.

Non-Appropriation The Parties acknowledge that Westfield is a governmental entity whose funds are subject to appropriation by its fiscal body. Therefore, if at any time during the initial term or subsequent term of this representation, Westfield's fiscal body should fail to appropriate sufficient funds to continue this representation, it will become null and void. Westfield shall not be obligated to perform unless and until sufficient funds are appropriated. Westfield agrees to seek funding for the continuation of the representation during each budget cycle during the initial term or subsequent term of this representation. Westfield agrees to inform ProTeam in writing of any such non-allocation of funds at the earliest possible date, and shall pay for all services provided prior to exhaustion of the appropriated funds.

IN WITNESS WHEREOF, the City of Westfield, and ProTeam Tactical Performance have executed this Agreement as of the date first written above with the intent to be bound by its terms.

[SIGNATURE PAGE TO FOLLOW]

CITY OF WESTFIELD



Signature
Jeremy Lollar

Printed
Chief of Staff

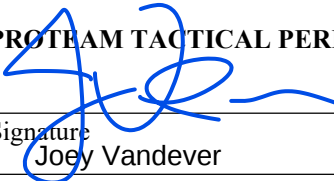
Title

Signature

Printed

Title

PROTEAM TACTICAL PERFORMANCE



Signature
Joey Vandever

Printed
Co-Owner

Title

Signature

Printed

Title

Westfield, Indiana Community Skating Rink



Glice Eco-Rink / Custom Skating Path / Fully Equipped

Compared to a refrigerated rink, your sustainable Glice Rink saves 40,000 Liters of water and 372411.72864 kWh of electricity per month, which corresponds to the monthly power consumption of 800 households and has an equivalent of 176.89 tons of CO₂ emissions. To offset all carbon emissions related to the production and transport of your Glice Rink, we will plant 500 trees.

Proposal: P23-1488
3/28/23
Validity: 45 days

Glice Inc.
7102 La Vista Place
Suite 203
Longmont, CO 80503

Glice AG
Hirschengraben 33b
6003 Luzern
Switzerland

Purchase



Glice Eco-Rink / Custom Skating Path / Fully Equipped

Chris McConnell
Parks and Recreation Superintendent
State of Indiana
cmcconnell@westfield.in.gov
317-372-1192

Delivery: Westfield, Indiana 46033
Delivery Date: 6 months (24 weeks) from order placement
Note: Dimensions shown below approximate custom rink data. Please refer to Glice Rink Plan for specific dimensions

Rink Capacity (nr. Of Skaters) 160
Skatable Length in feet 128.94
Skatable Width in feet 64.47
Skatable Surface in sqft 8312.57

Product	Unit(s)	Description
Glice Panel 20 mm	500	Premium Eco-Ice Technology
Customized Dasher Boards	132	Custom Radius Dasher Boards
Panels to cut	178	NC Computer Cut Skating Panels
Expansion Joints	4	Thermal Expansion Joints
Glice Pallet Box	20	Iron transport and storage Box
Gallon of GliceCare	24	GliceCare (Gallon)
Glice Master Polisher	1	High performing cleaning system incl. 3 fogger
Glice Service Door Upgrade	1	Large Service Door for Equipment Access
Glice Sharpening Machine	1	Easy-to-handle and effective skate sharpening
Glice Vacuum Cleaner	1	High performing, industrial quality grade
Glice Skate Protection Mat	8	Effective protection of skates and floor. 15 x 1.25m
Glice Skate Shelf	8	Smart design and extra robust. 48 Pairs per Shelf
Glice Leisure Skates (pairs)	384	High quality materials, extra-durable blade and high-comfort
Grinding wheel	28	Extra units for the period of rink operation
Glice Skating Aid	12	Learning support for beginners
Glice Rink Manager Certification	1	Access to Glice Academy, FB Forum & Certification
Straight Dasher Boards	91	Standard Dasher Boards
Subtotal		595,846.32 USD
Installation supervision		2,600.00 USD
Transport Estimation DDP		11,200.00 USD
Total		609,646.32 USD
Total		609,646.32 USD

Terms of Payment	50% to confirm order, 50% to ship
Payment Information	Options: Check, Wire, ACH, or Major Credit Cards Send checks to: Glice USA, Inc. 7102 La Vista Place Suite 203 Longmont, Colorado USA 80503-0801
Glice USA Bank Information	Account#: 1902013592 Bank: U.S. CENTURY BANK Routing#: 067015397 Swift: USCEUS3M For Credit Cards Payments: Please contact us by phone

APPROVED:

Date: ____/____/____/

Authorized Signature

Glice Inc. Terms & Conditions



1. DEFINITIONS

"GLICE" is the trade name of GLICE A.G. ("GAG"), a company duly incorporated under the laws of Switzerland, with a registered domicile Glice AG, Hirschengraben 33b, CH-6003 Luzern, Switzerland

"SELLER" is Glice Inc. ("GUS"), a subsidiary of GAG, and is incorporated in the State of Nevada, U.S.A. and is located at 7102 La Vista Place, Suite 203, Longmont, Colorado 80503. GUS is the legal entity authorized to represent GAG in North America.

"BUYER" is the company or organization acquiring the Products from GUS and/or GAG.

"AGREEMENT" is the purchase or rental contract, including specific and general conditions between the BUYER and SELLER. For rentals, see separate Rental Agreement.

"GOODS" are all of the products and services provided by GUS and/or GAG for purchase or rental.

"PRICE LIST" is the list of Goods with prices approved by GAG and GUS.

"INSTALLATIONS" are the full installations of GLICE skating rinks and related components, made with or without the assistance of GAG and GUS staff and by third party contractors in conjunction with the BUYERS own provided labor sources.

2. ORDERS, DELIVERY AND APPROVALS

BUYER shall place orders for the Products in writing through the signed approval of Proposals ("Orders"), and the BUYERS own purchasing documents, and shall send them to GUS by means of regular mail, fax, or email. Any signed order received shall be considered a unilateral commitment to purchase Products and Services as stipulated in the Order. In order to be regarded as a confirmed Order and be deemed as binding, GUS shall, upon receipt of the Order duly signed by BUYER, return a confirming email to Buyer that Order has been accepted within three (3) working days after receipt of the Order and related Buyer Purchasing Documents. This applies to both sales and rentals.

Unless otherwise agreed, the Products shall be delivered to BUYER at a location to be determined by Buyer as part of shipping instructions in the Proposal. GUS shall not be liable for damages, delays in delivery, or any non-delivery effects as a result of errors, delays or any failure of delivery caused by the freight common carrier or freight forwarder that is handling the Order, or by acts of God.

Upon receipt of every shipment at BUYER's defined premises, BUYER shall immediately confirm to GUS its arrival by means of a written notice and ensure that the supplied Products correspond to the Purchase Order and Shipping Documents, such as a Bill of Lading, that was approved by the Buyer. GUS shall be informed in writing of any deviation from the Order regarding amount and identity of ordered Products within ten (10) calendar days from the arrival of the ordered Products. Failure by the Buyer to confirm the shipment contents and its accuracy to the original order shall be interpreted by Seller that the amount and specifications of the supplied Products match the inventory and specifications of the placed Order.

3. CHARACTERISTICS OF THE GOODS

It is agreed that any information relating to the goods and their use, such as weights, dimensions, capacities, prices, colors and other data contained in catalogs, sales literature, circulars, catalogs, sales literature, circulars, advertisements, illustrations, and price lists, shall not be an effective part of the Agreement unless expressly referred to or specified in the Agreement, and may be updated by GUS without notice.

4. REJECTION OF GOODS. DEFECTIVE GOODS.

Except in the case of Products proven to be faulty, defective, or damaged, BUYER shall not be entitled to return Products ordered without the prior written approval of GUS. In any of the above cases, BUYER shall, at its own expense, promptly send to GUS samples of any alleged faulty, defective, or damaged Products, or provide other evidence of the alleged deficiency to determine an appropriate response by GUS.

to the extent that GUS's examination or investigation of these goods confirm the Buyers claim, GLICE shall elect to either repair or replace the defective Goods to meet the original requirements/specifications of the Order. Shipping costs in this context are the Buyers' responsibility.

5. COMMERCIAL LIABILITY

BUYER is responsible and entirely liable for the Installation of the Goods. Before the start of the Installation process, BUYER shall underwrite and maintain at all times, in force and fully paid, appropriate General Liability insurance in order to cover all risks and potential damages (including damages to third parties) arising from the Installation or from the use of the GLICE skating rink, such as injury claims for skating accidents. For rental rinks, SELLER must be named as a covered party in the BUYERS Insurance policy for General Liability coverage of at least \$1,000,000 and submit proof thereof.

Buyer shall, prior to the installation and operation of the Glice skating rink name the SELLER as the loss payee. Buyer shall provide evidence of such insurance to GUS before taking delivery of the Order. GLICE shall be deemed to be liable for damages only in the event that said damages are due exclusively to defects in the Products that were already extant at the time of delivery acceptance of the Goods to BUYER. These provisions and requirements under 5. Commercial Liability do not apply to residential sales of GLICE rinks or accessories to home users.

6. FORCE MAJEURE

A party will not be liable for failure to perform any obligation under this Agreement for so long as and to the extent that the failure is due to causes beyond its reasonable control such as, but not limited to, fire, flood, strike, labor dispute or other industrial disturbance, inability to obtain raw materials or other supplies, delay of carriers, lack of transportation facilities, curtailment of or failure to obtain fuel or electrical power, assertion by third parties of infringement claims or other grounds for enjoining performance hereunder, accident, war (declared or undeclared), embargo, blockage, riots, insurrection or governmental regulation.

7. PRICES

The prices for Products shall be those contained in this submitted proposal. The price list contained herein may not include any applicable local/state taxes, tariffs or import duties, if applicable. BUYER is responsible for these costs.

8. PAYMENT

1. Except as otherwise determined by GLICE in writing, BUYER shall make payment for the Order in two (2) installments unless otherwise specified:

a) 50% of the total invoice amount to be paid upon confirmation of the Order by GUS;

b) 50% of the remaining balance of the Order to be paid before the shipment of the goods from GUS or GAG facilities.

2. For the avoidance of any doubt and eventual and possible inconsistencies in any of the parties' commercial understanding, "date of shipment" is to be understood as the date upon which a given Order physically departs GUS or GAG facilities.

3. Should GUS or the BUYER consider the necessity of a payment guarantee in lieu of the previously stated payment schedule (PAYMENT), such a guarantee requires the BUYER to provide a Confirmed and Irrevocable Letter of Credit subject to the Uniform Customs and Practice of Documentary Credits published by the International Chamber of Commerce and issued by a first ranked bank with a maximum maturity of no longer than one hundred and twenty (120) calendar days. All costs arising from said Letter of Credit shall be paid by the BUYER.

4. Unless otherwise agreed by writing, payment to GUS shall be made out to "Glice Inc." in U.S. Dollars by means of bank transfer (Wire/ACH Transfer) to the following Bank account:

Bank: U.S Century Bank
Account #: 1902013592
Routing #: 067015397 / SWIFT: USCEUS3M

Paper checks & related correspondence can be sent to:

Glice Inc.
2385 Executive Center Drive, Suite 100
Boca Raton, FL 33431
303-214-5022 XT 0

9. RETENTION OF TITLE

The Products shall remain the property of GUS and GAG until the completed payment of the total amount, or as otherwise agreed to in writing.

10. TERMINATION OF THE CONTRACT

In the event that either party:

a) Becomes inactive, insolvent or file for liquidation or similar dissolution;

b) Is in default of its obligation to pay any taxes, customs charges, or other duties associated with the purchase;

c) Fails to make any payment in full on its due date pursuant to any Agreement, including, but not limited to this Agreement and any individual Agreements made pursuant thereto;

d) Creates a breach of any obligation under this Agreement;

e) Assigns or transfers to third parties this Agreement or any or all of the rights and obligations contained in this Agreement

The aforementioned breaches must be cured within a period of Fifteen (15) calendar days as from the date on which said issue is reported and documented, then:

1) This Agreement may be terminated at any time and with immediate effect by means of registered letter addressed to the party causing such breaches.

2) As a consequence, thereof, any and all amounts which are payable by BUYER to SELLER under the Agreement or any individual agreement made pursuant hereto, and which have not become due, shall, automatically without notice become immediately due and payable with interest (18% per annum) thereon up until the date of full payment.

11. GOVERNING LAW AND JURISDICTION

The validity, construction and performance of this Agreement shall be governed and construed in accordance with the provisions of Colorado law.

This Agreement, and all questions with respect to the interpretation of this Agreement, shall be governed by and construed in accordance with the laws of the State of Colorado, without regard to conflict of laws and provisions. The Buyer expressly consents to exclusive jurisdiction in the courts of the State of Colorado located in Boulder County.

Accepted by the BUYERS Legal Representative:

Signature

Name

Title

Date of Signature

Organization Name (BUYER)

WARRANTY DISCLAIMER AND LIMITATION OF LIABILITY: NEITHER GLICE A.G. OR GLICE INC. MAKE ANY REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO THE PRODUCTS OR SERVICES AVAILABLE THROUGH GLICE WEBSITES OR CATALOG(S). GAG AND GUS SPECIFICALLY EXCLUDE AND DISCLAIM ALL WARRANTIES REGARDING SUCH PRODUCTS OR SERVICES, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, OR WARRANTIES ARISING FROM THE COURSE OF DEALINGS OR USAGE OF TRADE. FURTHERMORE, IN NO EVENT WILL GAG OR GUS BE LIABLE FOR ANY DAMAGES, WHETHER PERSONAL OR TO PROPERTY, INCLUDING WITHOUT LIMITATION, SPECIAL, INDIRECT, CONSEQUENTIAL, INCIDENTAL, PUNITIVE OR EXEMPLARY DAMAGES; DAMAGES, COSTS OR EXPENSES FOR RECALL, RETROFIT, OR OTHER POST-SALE ACTION; LOST PROFITS; LOST BUSINESS OPPORTUNITY; ATTORNEYS' FEES; DAMAGE TO BUSINESS OR BUSINESS RELATIONSHIPS OR LOSS OF GOODWILL, WHETHER FOR BREACH OR REPUDIATION OF ANY CONTRACTUAL TERM OR LEGAL DUTY IN CONTRACT, TORT, STATUTE OR OTHERWISE, RELATING TO PRODUCTS OR SERVICES OFFERED BY GAG, GUS OR AFFILIATES.



Pre-Installation Checklist

The following points need to be prepared or accomplished by the Glice® client prior to the installation of the rink:

- ☐ No more construction work, which can cause excessive dust and dirt, shall be undertaken during and after the installation of the rink
- ☐ All necessary police and other official permits for the installation and operation of the rink
- ☐ Open access for a truck or trailer to the site where the delivered goods are (un)loaded
- ☐ A forklift to (un)load the pallets from the truck (if not booked with the Glice® transport)
- ☐ Preparation of the installation site and floor: clean, firm and flat surface and all related necessary arrangements
- ☐ Required staff for the installation or tear down: at least 4 people for a 200m² rink
- ☐ Recommended tools for a smooth installation: nippers (to open the pallets), cleaning towels, floor cleaning mops, gloves and a cordless screwdriver
- ☐ If it is desired to fix the dasher board feet to the floor: screws or nails of 8mm diameter, suitable for the specific floor (1 screw or nail per lineal meter). If the feet can't be fixed on the floor, a rubber pad or any anti-slippery material (f.ex. silicon) can be placed below each dasher board foot. Also sandbags or other similar weights will help to stabilize the dasher boards.
- ☐ Electrical supply for the operation of the sharpening machine (1 phase 100-240 VAC 50-60 Hz, 150W) and cleaning machine (110 V)
- ☐ Water supply to fill the water tank of the cleaning machine in proximity to the rink
- ☐ All necessary insurance coverage for the installation/tear down and operation of the rink, in particular insurance for the workers who install the rink, liabilities during the rink operation such as skating accidents or similar, property insurance...etc.
- ☐ If your rink was delivered in Glice Pallet Boxes, these need to be protected from weather conditions with a cover.

Additional requirements for rental clients only:

- ☐ The rental client commits to safely store all iron Pallet Boxes in which the rink material was delivered (L:2120mm x W:1315mm x H:1200mm), to protect them with a cover, and to reuse them to pack the material for the return transport the same way it arrived.
- ☐ Return all rented material including all installation tools such as the nylon hammer, the punches, plugs, etc. In case of missing material, the rental client has to pay for any replacement.

Company:

Name:

Place and Date:

Signature:

Glice AG, Hirschengraben 33b, 6003 Lucerne, Switzerland
info@glice.com +41 44 586 06 93

GJP Ice Glice rink configuration

499 Glice panels
321 Standard panels
178 Panels to cut

Perimeter of straight dasher board system
91.00m / 298.556'
Perimeter of customized dasher board system
131.70m / 432.086'
Perimeter of total dasher board system
222.70m / 730.643'

Perimeter of outer dasher board system
150.60m / 494.094'
Perimeter of inner dasher board system
72.10m / 236.548'
Perimeter of total dasher board system
222.70m / 730.643'

Area of rink
798.20m² / 8591.753 sq. ft

Assembly process

1st Phase:

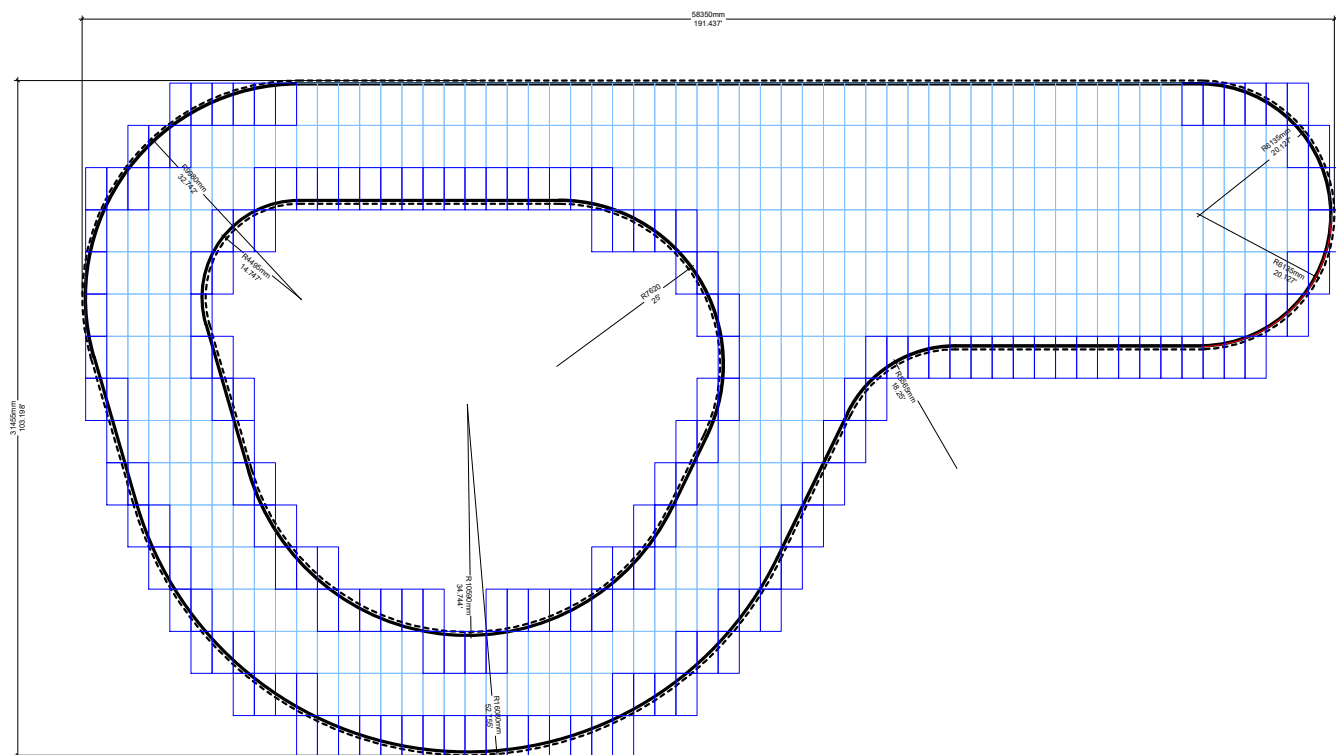
Panel assembly

- Direction to assemble the Glice panels
- Finish each row to the end

2nd Phase:

Dasher board assembly

- The dasher board assembly can be started at any point and in any direction
- Put one iron foot per board module
- The door modules can be placed at the position of any standard module
- 1 special module on each short end



NOTE: Measures are indicative and can only be finalized once a dwg file is available.

by Glice AG. Hirschengraben 33b, 6003 Luzern, Switzerland / info@glicerink.com





Glice[®] 
Eco-Rinks

an ecological life cycle

Glice Eco-Rinks employ a sustainable skating technology that requires no water, energy or carbon emissions. Moreover, we are dedicated to making every part of the product life-cycle completely sustainable.



Our eco-friendly production

We have conducted intensive research and development to create a manufacturing process that minimizes both energy consumption and CO₂ emissions.

This includes:

- Increase in energy efficiency in the manufacturing process.
- Use of renewable energies and natural gas.

The production of one Glice panel with a lifetime of approx. 20 years produces 30.96 kg (68.26 lbs) of CO₂, equivalent to 15.48 kg CO₂ / m² (34.13 lbs CO₂ / 10.76 ft²).¹ This equals the average energy consumption of 1 m² (10.76 ft²) of refrigerated ice in less than three weeks.²

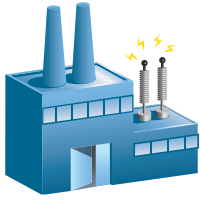


Depending on the material, the CO₂ emissions of conventional ice rink manufacturing are many times higher. The production of an aluminum refrigeration system needs approx. 280 times more energy than the production of a Glice surface of the same size. In addition, very complex and expensive chillers have to be produced to cool these rinks.

¹ Source: Innovational AG, Switzerland

² ASHRAE (American Society of Heating, Refrigerating and Air-Conditioning Engineers)

Sustainable operation



Energy and CO2

Each square meter of conventional ice consumes up to 840 kWh per year, producing average CO2 emissions of 285 kg (628 lbs), depending on the type of energy used.³ In contrast, Glice does not require electricity and leaves no carbon footprint.



Water

A refrigerated ice rink requires a monthly average of up to 50 liters (13.2 gallons) of water per square meter.⁴ In comparison, Glice requires no water.



Coolant

A conventional refrigerated ice rink requires approximately 1.8 liters (0.48 gallons) of coolant per square meter and refrigerants often contain chemical contaminants. Unfortunately, the possibility of coagulation cannot be ruled out in any system. Glice is operated without refrigerants.

Microplastics

In our society we emit microplastics constantly and everywhere. Major sources include e.g. textile fibers and tires, but even the abrasion of shoes produces microplastics. Glice takes the issue of microplastics very seriously and has invested ample resources in the development of a technology with minimal abrasion. The result:

Thanks to their extremely low coefficient of friction, Glice Rinks produce 90% less abrasion than conventional synthetic ice rinks. Only 2.8 grams per m² (0,1 ounces per 10.76 ft²) are released per month⁵ (in comparison, the abrasion of soles is three times higher).⁶ In addition, we have developed a special care solution (Glice Care); thanks to Glice Care, abrasion remains on the surface, does not fly through the air and can be absorbed with the daily cleaning and recycling.

³ ASHRAE (American Society of Heating, Refrigerating and Air-Conditioning Engineers)

⁴ Arena Guide Canada

⁵ Source: Beringa SL, Spain

⁶ Study by Fraunhofer Institute, Germany

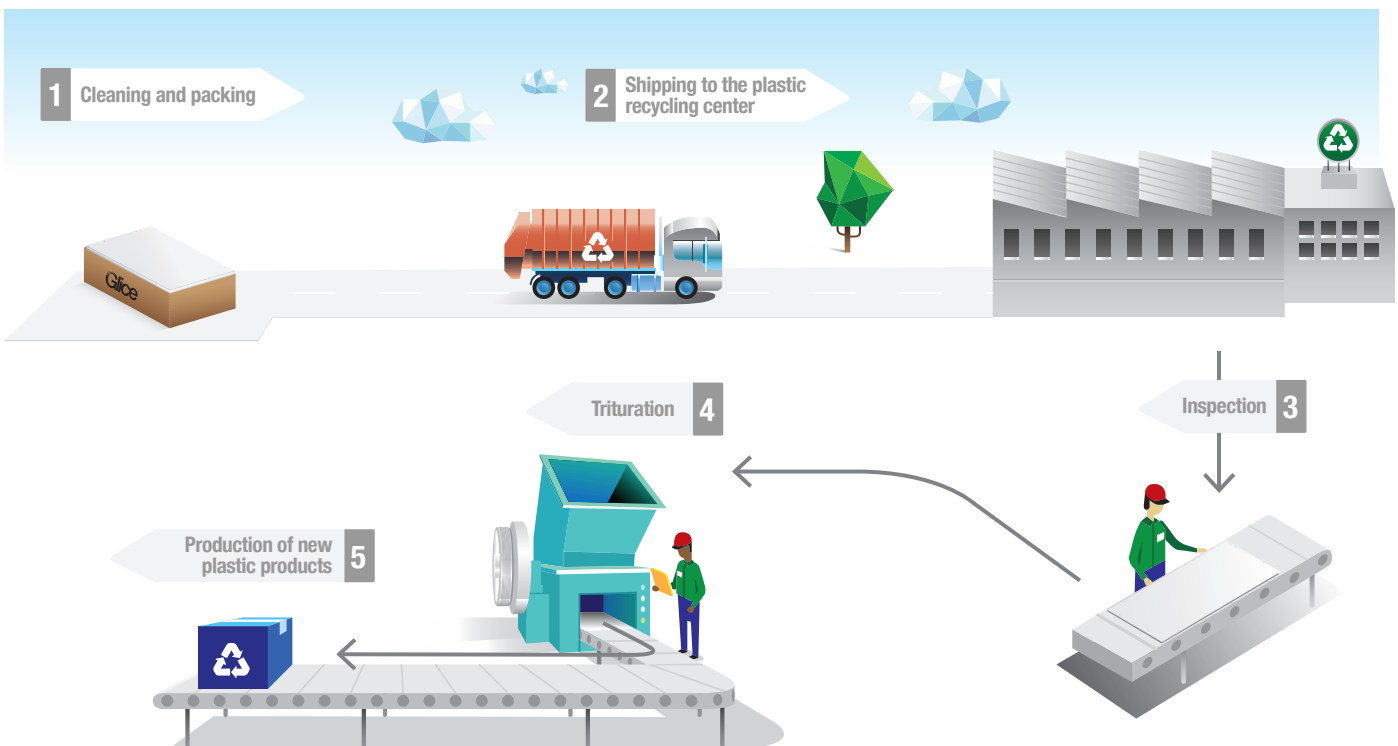


No toxicity

Glice certifies that the materials contained in Glice synthetic ice panels are not toxic and do not cause any adverse health effects due to human interaction with the product. Therefore, the use of, proximity to and interaction with Glice panels is completely harmless for adults and children. The best example to highlight the non-toxicity of this product type is that containers, bottles and cutting boards for food and beverage consumption are manufactured with the same type of Polyethylene that is the base product of Glice panels.

End of life

Recycling process scheme



After a long life cycle of approximately 20 years, Glice takes back the panels or recommends a plastic recycling station near the customer worldwide. With regard to recycling, the customer can always contact us at: recycling@glice.com



We do more!

Providing an ecological technology for sustainable skating is not enough for us. That is why we have established a long-term partnership with Plant-for-the-Planet, a global nonprofit organization for reforestation and climate advocacy. Together with Plant-for-the-Planet, we plant one tree for every Glice sheet, capturing 200 kg (441 lbs) of CO₂ per tree. Thereby, we compensate our carbon emissions company-wide in all areas from production, logistics, and waste management to employee travels. Furthermore, we support Plan-for-the-Planet's academies to promote afforestation globally.



A green foot print

To go beyond providing a sustainable skating technology, we offset our carbon emissions as a company:



Production



Waste management



Logistics



Employee travels

Plant-for-the-Planet

With the help of Plant-for-the-Planet, we plant one tree for every Glice sheet we produce. Every tree captures 200 Kg CO₂, officially monitored by **ETH** Zurich University.



By supporting the Plant-for-the-Planet academies, we help enable youth world-wide to become climate ambassadors.



Let's go green together!

Demonstrate your climate-consciousness with our marketing materials



Host a Plant-for-the Planet academy to engage your community



Waterless zero-energy skating fun

Without the use of water and energy, Glice is an eco-friendly skating experience that is both fun and sustainable. Monthly resource savings of a 200 m² Glice Eco-Rink compared to refrigerated ice:



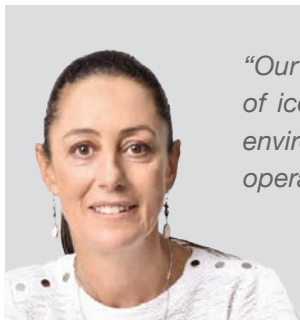
10,000 liters of water



Average energy consumption of 200 households



4.75 tons of CO₂ emissions



"Our new Eco-Rink offers the joy of ice skating without the negative environmental impact related to the operation of conventional ice rinks."

Claudia Sheinbaum Pardo,
Head of Government Mexico City



Benefit from PR opportunities



Encourage skaters to plant their own tree with the Skate for the planet bracelet

April 12, 2023

Chris McConnell
Parks & Recreation Superintendent
City of Westfield
2706 E. 171st Street
Westfield, IN 46074



302 main street, beech grove, indiana, 46107
p: 317-889-1775
www.maderdesignllc.com

RE: Letter of Agreement – Park Master Plan

Dear Chris,

Thank you for selecting Mader Design to submit this Letter of Agreement for the landscape architecture services for the Westfield Parks Master Plan for newly acquired property at 171st Street and Oak Road (Project) between the City of Westfield (Owner) and Mader Design LLC (Landscape Architect).

Project Scope

Per our meeting and subsequent email correspondence, the Project will focus on a long-term master plan for the development of the newly acquired park property at 171st Street and Oak Road in Westfield. We will utilize your current 5-year master plan and Impact Fee study as a starting point for potential park amenities/uses per current public needs. We understand the majority of the property is in the floodway or floodplain/fringe, which will limit potential amenities and park development opportunities. The property is approximately 25 acres just east of the City Building abutting Cool Creek and straddling the Midland Trace Trail. We understand the City intends to extend Oak Road north along the west property line, and there is consideration to include some regional detention within the park property. Other Park amenities/uses will be determined as the planning process develops. We anticipate working closely with park and city staff for input and direction through the planning process. We also plan to facilitate a public meeting early in the process to elicit input regarding potential amenities/facilities/uses to incorporate into the park. Stakeholder meetings will also be incorporated in the process to review and provide input into preliminary concepts developed for the master plan.

Scope/Process

Our proposed process includes:

1. Review previous master plan, current planning efforts, and ongoing improvements/changes planned for Simon Moon Park and the pond/lagoon areas.
2. Receive City GIS information for the park site in AutoCAD format for development of base drawings for site assessment, planning, and design of Master Plan.
3. Conduct Kickoff meeting and periodic progress meetings with Park Staff and/or Master Plan Stakeholders Committee, including 3-5 representatives of the department, administration, elected or appointed officials, and/or members of the public.
4. Visit Park site to review existing conditions with Park representatives.
5. Develop site assessment of existing conditions, opportunities/constraints, etc.
6. Begin a preliminary list/program potential of park uses and amenities considering site assessment, with recommendations for Potential, maybe, and not feasible designations.
7. Facilitate public meeting with Park Staff to present Site Assessment, and preliminary program of park uses to gather input and feedback from the public regarding their wishes for development within the park.
8. With Public and Park Staff input, develop 2-3 preliminary concept plans for the park along with some concepts for theme and aesthetics.
9. Meet with Park Staff to review concepts for feedback and input.
10. Refine to 1 or 2 concepts based on feedback, and hone in on more refined theme and aesthetic. Refine areas/uses/amenities level of detail.
11. Meet with Park Staff and/or stakeholders to review concepts for feedback and input, receive direction for final direction of master plan.
12. Refine concept based on feedback, refine master plan level park amenities and uses, refine aesthetic and precedent references and imagery.

13. Meet with Stakeholders to review draft master plan for technical input and additional community insight.
14. Develop final graphic master plan for the park with notes and precedent images/concept sketches representing design ideas and improvements proposed for the park.
15. Develop Master Plan booklet, anticipating a master plan narrative, master plan level budget, proposed phasing, and graphics.
16. Provide to Owner for final review, and provide edits/updates as appropriate.
17. Lead approximately 6 progress meetings with Park staff.
18. Facilitate 2-3 Stakeholder meetings to engage appropriate city/county departments, elected/appointed officials, and other interested city officials and community leaders.
19. Final presentation to the City for approval and adoption.
20. Provide PDF file of final document and graphics, and hard copies as requested.

Assumptions

1. All information related to the Project provided by Owner or others is assumed to be true and accurate.
2. Owner shall provide GIS mapping with aerial photography in CAD or digital image format for use as base plan. It is not anticipated for Landscape Architect to perform field verification or develop base plans for this work.
3. Detailed Design work and development of construction documents will be required as future projects are initiated, but are not anticipated within this scope of work.
4. Landscape Architect shall not be responsible for determining if any areas on site are environmentally sensitive (i.e. underground tanks, asbestos materials, etc...) or may require special environmental permitting.
5. The following services are not included in the Scope of Work and Fee for Basic Services, but can be provided as Additional Services:
 - Zoning approvals, variances, or rezoning efforts beyond Administrative Review.
 - Obtaining Improvement Location and/or Building Permits, regulatory reviews for local, county, or state agencies.
 - Detailed design, construction documents or design efforts beyond Master Planning.
 - Detailed cost estimating.
 - Civil Engineering, Architectural, MEP Engineering, or Environmental reviews.

Project Schedule

A mutually agreeable work plan and overall project schedule shall be developed as the Project commences.

Professional Fees

The design fees for Landscape Architecture Services are proposed to be a lump sum of **\$34,500** per the Proposal document, plus reimbursable expenses.

Reimbursables

Reimbursable Expenses are expenditures for the Project made by the Landscape Architect in the interest of the Project, and shall be budgeted per the proposal at a range of \$1,000-\$1,750. Printing of multiple copies of final plan shall be by Owner, or as additional reimbursables beyond proposed budget range.

Additional Services

If Additional Services are requested during the course of the project, a revised fee will be submitted for approval. For services not included in this Agreement, Additional Compensation shall be a negotiated lump sum or computed using the hourly rates indicated in the attached Terms & Conditions.

Contract Form

This Letter of Agreement and attached Terms and Conditions shall be utilized as the Contract for this scope of work.

Please keep one copy of this Letter of Agreement for your records, and return one signed copy to our office. We will begin work on the project upon receipt of this executed Agreement or written Notice to Proceed indicating method of Contract.

Mader Design LLC appreciates the opportunity to be of service for this exciting project. Please let me know if you have any further questions.

Sincerely,
Mader Design LLC

A handwritten signature in black ink, appearing to read 'JRM', with a long horizontal flourish extending to the right.

Jeffrey R. Mader, ASLA, LEED AP
Principal/Owner

Accepted by:

Print: _____
City of Westfield Representative

Date

As part of this agreement, Landscape Architect agrees to comply with the following statutory requirements of the City.

STATUTORY REQUIREMENTS

E-Verify. Pursuant to Ind. Code § 22-5-1.7-11, CONSULTANT, by entering into the Contract with CITY, is required to enroll in and verify the work eligibility status of all of its newly hired employees through the E-Verify program. CONSULTANT is not required to verify the work eligibility status of all of its newly hired employees through the E-Verify program if the E-Verify program no longer exists. CONSULTANT hereby states that it does not knowingly employ an unauthorized alien. CONSULTANT further affirms that, prior to entering into the Contract with CITY, it will enroll in and agrees to verify the work eligibility status of all its newly hired employees through the E-Verify program.

Non-Discrimination. CONSULTANT agrees that it, and its subcontractors, will not discriminate against any employee or applicant for employment to be employed in the performance of this Contract, with respect to the employee's hire, tenure, terms, conditions or privileges or employment, or any matter directly or indirectly related to employment, because of the employee's race, religion, color, sex, disability, national origin, or ancestry. Breach of this covenant may be regarded as a material breach of the Contract.

Mader Design LLC - Terms & Conditions of Professional Services

STANDARD TERMS AND CONDITIONS form an integral part of the Agreement for Design and Construction Documents for the Project as provided by Mader Design.

1. ACCESS TO THE SITE: Unless otherwise stated, Mader Design LLC (Landscape Architect) will have access to the site for activities necessary for the performance of the services. The Landscape Architect will take precautions to minimize damage from these activities, but has not included in the project fee the cost of restoration of any resulting damage. The Landscape Architect has not been retained or compensated to provide design and construction observation services related to the Contractor's safety precautions or means, methods, techniques, sequences or procedures for the Contractor to perform his work. The Owner understands that the Landscape Architect is not responsible, in any way, for the means, methods, techniques, sequences, procedures or scheduling of construction, for job site safety, and will not be responsible for any losses or injuries that occur at the project site.

2. INSURANCE: The Landscape Architect shall secure and endeavor to maintain such insurance as will protect the Owner from claims of negligence, bodily injury, death, or property damage that may arise out of the performance of the Landscape Architect's services in the Construction Document portion of the Work.

3. RISK ALLOCATION: In recognition of the relative risks, rewards and benefits of the Project to both the Owner and the Landscape Architect, the risks have been allocated such that the Owner agrees that, to the fullest extent permitted by law, the Landscape Architect's total liability to the Owner for any and all injuries, claims, losses, expenses, damages, or claim expenses, including attorney's fees, arising out of this Agreement, from any cause or causes, shall not exceed the total amount of the Landscape Architect's fee for any claim arising out of the Landscape Architect's negligence in preparing Construction Documents.

4. TERMINATION OF SERVICES: This Agreement may be terminated by the Owner or by the Landscape Architect upon not less than seven days written notice should the other party fail to substantially perform in accordance with the terms of this Agreement through no fault of the party initiating the termination. If this Agreement is terminated by the Owner, the Landscape Architect shall be paid for services performed to the termination notice date, including reimbursable expenses due plus termination expenses. Termination expenses are defined as reimbursable expenses directly attributable to termination, plus 15% of the total compensation earned to the time of termination to account for the Landscape Architect's rescheduling adjustments, reassignment of personnel and related costs incurred due to termination.

5. REIMBURSABLE EXPENSES: Reimbursable expenses shall be limited to the following: (a) expenses of printing, reproduction, postage and handling of drawings and specifications. (b) mileage expenses at the current U.S. IRS allowance. (c) costs incurred by submitting for regulatory approvals from applicable jurisdictions. (d) long-distance phone expenses. (e) overnight and express mail and courier fees. All reimbursable expenses shall be billed at 1.10 the actual cost incurred by the Landscape Architect for administration of such items.

6. DISPUTE RESOLUTION: All claims, counterclaims, disputes and other matters in question between the parties hereto arising out of or relating to this Agreement, or breach thereof, shall be presented to non-binding mediation, subject to the parties agreeing on a mediator.

7. OWNERSHIP OF DOCUMENTS: It is understood by and between the parties to this Agreement that all Drawings, Specifications and other work or products of the Landscape Architect for this Project shall remain the property of the Landscape Architect and are instruments of service for this Project only and shall apply to this particular Project only. Any reuse of the instruments of service of the Landscape Architect by the Owner for any extensions of the Project or for any other project without the written permission of the Landscape Architect shall be at the Owner's sole risk, and the Owner agrees to defend, indemnify and hold harmless the Landscape Architect from any claims, damages or expenses, including attorneys fees, arising out of unauthorized reuse of the Landscape Architect's instruments of service by the Owner or by others acting through or on behalf of the Owner. Any reuse or adaptation of the Landscape Architect's

instruments of service on other projects shall entitle the Landscape Architect to additional compensation in an amount to be agreed upon by the Owner and the Landscape Architect.

8. APPLICABLE LAW: Unless otherwise specified within this Agreement, this Agreement shall be governed by the law of the State of Indiana. In the event any provisions of this Agreement shall be held to be invalid or unenforceable, the remaining provisions shall be valid and binding on both parties. One or more waivers by either party of any provision, term, condition or covenant shall not be construed by the other party as a waiver of a subsequent breach of the same by the other party.

9. PAYMENT TO THE LANDSCAPE ARCHITECT: Fees for services shall be as provided in this Agreement. Progress payments shall be made in proportion to services rendered and as indicated within this Agreement and shall be due and owing within thirty days. Past due amounts include a charge of 1-1/2% per month for interest from the thirtieth day. Owner shall reimburse all of Landscape Architect's cost and expense (including reasonable attorneys' fees) incurred in connection with collecting any past due amount owed under this agreement. If the Owner fails to make monthly payments due the Landscape Architect, the Landscape Architect may, after giving seven days written notice to the Owner, suspend services under this Agreement and retain all work products deliverable to the Owner until full payment. The project completion date shall be automatically extended by the number of days services are suspended. No deductions shall be made from the Landscape Architect's compensation on account of penalty, liquidated damages or other sums withheld from payment(s) to Contractors or based on Contractors performance.

10. EXTENT OF AGREEMENT: This Agreement with attached Terms represents the entire understanding between the Owner and the Landscape Architect and supersedes all prior negotiations, representations, or agreements, whether written or oral. This Agreement may be amended only in writing signed by both the Owner and the Landscape Architect.

11. OPINION OF CONSTRUCTION COSTS: Any opinion of construction cost prepared by the Landscape Architect represents his judgment as a design professional and is supplied for the general guidance of the Owner. Since the Landscape Architect has no control over the cost of labor and material, or over competitive bidding or market conditions, the Landscape Architect does not guarantee the accuracy of such opinions as compared to Contractor bids or actual cost to the Owner.

12. CHANGES IN SCOPE OF SERVICES: In the event the scope of work as described in this Agreement changes to a degree that will alter the fee, the Owner shall be notified in writing and a revised fee will be documented and a completion time and compensation amount will be submitted for approval. For services not included in this Agreement, Additional Compensation shall be computed using the following hourly rate of \$170 for Principal Landscape Architect, \$145 for Director of Operations/Senior Project Manager, \$120 for Landscape Architect/Project Manager, \$110 for Landscape Architectural Graduate, and \$80 for Intern or Administrative Asst. Rates indicated are in effect through December 31, 2023, after which time they will increase in relationship to salary increases.

13. EXISTING OR HIDDEN CONDITIONS: A condition is hidden if it is concealed by existing finishes or features or if it cannot be investigated by reasonable visual observation. If the Landscape Architect has reason to believe that such a condition may exist, the Landscape Architect will notify the Owner, who shall then authorize and pay for all costs associated with the investigation of such condition and, if necessary, all costs necessary to correct said condition.

14. CONSTRUCTION PHASE SERVICES: Should the Owner authorize construction installation based on the plans provided under this Agreement without project observation or review of Contractor's performance or any construction phase services by the Landscape Architect, the Owner assumes all responsibility for interpretation of these documents and for construction observation and/or supervision and waives any claims against the Landscape Architect that may be in any way connected thereto.

UTILITY REIMBURSEMENT AGREEMENT
(Local Government – Easement To Easement/Road - Evergreen)
City of Westfield – 196th St Reconstruction
(Revised 5/23/19)

THIS AGREEMENT, made and effective this 16 day of March, 2023, is by and between **Duke Energy Indiana, LLC**, an Indiana electric public utility company (hereinafter referred to as “DEI”), and **City of Westfield**, in Indiana (hereinafter referred to as “the Local Government”).

WITNESSETH:

WHEREAS, as an Indiana public utility, DEI has the right under Indiana law to construct, operate and maintain its utility facilities upon Indiana public road right of way including but not limited to, **E 196th St.** in **City of Westfield**, Indiana; and

WHEREAS, DEI has constructed and now operates and maintains certain electric line facilities near or adjoining **E 196th St.** all of which are more particularly depicted or described on the attached Exhibit “A” (hereinafter referred to as “the Utility Facilities”); and

WHEREAS, the Local Government needs to make certain improvements to or within **E 196th St.** and the Local Government and DEI have determined that the Utility Facilities will need to be relocated before this improvement can be made by the Local Government; and

WHEREAS, in addition to any part of the relocation area which is located on an existing easement area of DEI, the Local Government has acquired or will acquire at the expense of the Local Government, a relocation area which is located upon public road right of way, both of which relocation areas DEI has determined are suitable and are hereinafter referred to as “said relocation area”; and

WHEREAS, the Local Government has requested DEI to relocate the Utility Facilities to said relocation area, as depicted or described on Exhibit “A;” and

WHEREAS, DEI is willing to relocate the Utility Facilities to said relocation area; provided that the Local Government reimburses DEI for the costs incurred by DEI so to

do, and for any costs actually incurred by DEI in the future in the event the Utility Facilities need to be adjusted, removed, supported, altered, and/or relocated at any time or times (a) for another highway improvement project and/or (b) for any other project of the Local Government or other governmental entity; and

WHEREAS, the Local Government is willing to reimburse DEI for such present and future costs subject to the terms and conditions contained herein.

NOW, THEREFORE, for and in consideration of the mutual promises from, to and between DEI and the Local Government, hereinafter contained, DEI and the Local Government do hereby agree to and with each other, as follows:

SECTION I. DEI will relocate the Utility Facilities to said relocation area, as depicted or described on Exhibit "A" (hereinafter referred to as "the Work"). The preliminary estimated cost thereof is \$ 71916.88 as shown on the attached Exhibit "B".

SECTION II. The Local Government shall reimburse DEI for the actual costs incurred by DEI to perform the Work within forty five (45) days after receiving a written, itemized statement from DEI. Said statement shall include supporting documentation to substantiate the claim. Such supporting documentation shall include, but shall not be limited to, copies of material summaries, vendor and/or contractor invoices and other such documents as may be deemed necessary by the Local Government to support such invoice. DEI shall have the right to submit such statements for progress payments as the Work proceeds.

SECTION III. DEI shall not start the Work until the following has occurred:

(a) written notice has been given to DEI by the Local Government that (i) the Work has been authorized and funds are available to reimburse DEI, and (ii) all necessary public road right of way has been acquired for the Work,

(b) the Local Government has denoted the public road right of way line in the area of the Work, by staked survey at not more than 100 foot intervals with station markings,

(c) the Local Government has trimmed/removed all vegetation away from the public road right of way in the area of the Work, as reasonably determined by DEI, and

(d) the Local Government and DEI have executed this Agreement.

SECTION IV. The Local Government shall also reimburse DEI for any costs actually incurred by DEI in the future in the event the Utility Facilities need to be adjusted, removed, supported, altered, and/or relocated at any time or times (a) for another Local Government highway improvement project and/or (b) for any other project of the Local Government or other governmental entity.

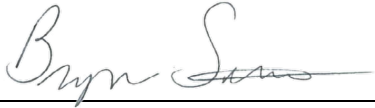
SECTION V. DEI shall not discriminate against any employee or applicant for employment, in the performance of this Agreement, with respect to hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment because of race, color, religion, national origin or ancestry. Breach of this covenant may be regarded as a material breach of this Agreement.

SECTION VI. DEI shall indemnify and hold harmless the Local Government from and against any and all legal liabilities and other expenses, claims, costs, losses, suits or judgments for damages, or injuries to or death of persons or damage to or destruction of property arising out of the Work (hereafter "Claim"); provided, however, that where the Local Government is negligent or engages in intentional misconduct with respect to the occurrence or occurrences giving rise to the Claim, DEI shall have no duty to indemnify and hold harmless the Local Government.

(Remainder of page intentionally left blank.)

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by through their duly authorized representatives, effective the date first above written.

DUKE ENERGY INDIANA, LLC



(Signature)

Brynn Streeter

(Name, Printed or Typed)

Lead Engineering Technologist

(Position)

City of Westfield

By: _____

Printed Name: _____

Printed Title: _____

Dated: _____

By: _____

Printed Name: _____

Printed Title: _____

Dated: _____

By: _____

Printed Name: _____

Printed Title: _____

Dated: _____

Attest:

-Treasurer

ENCROACHMENT PERMIT APPLICATION

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

For Office Use Only

Permit Number _____
Expires _____
Permit Fee _____
Fee Waived _____

Application Date: _____ Estimated Completion Date: _____

Work Address: _____ Subdivision: _____

Name of Contractor/Utility: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Fax: _____

Email: _____

Name of Sub-Contractor: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Fax: _____

Email: _____

LOCATION: ☐ Street ☐ Alley ☐ Sidewalk ☐ Shoulder/Berm

IUPPS Number: _____

TYPE: ☐ Cut ☐ Bore ☐ Trench ☐ Other ☐ New Construction ☐ Existing Construction

☐ Water ☐ Gas ☐ Electric ☐ Phone ☐ CATV ☐ Sewer ☐ Irrigation

Please describe proposed work: _____

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

SIZE OF STREET OR RIGHT-OF-WAY CUT

Traffic Lanes: Length: _____ Width: _____ Depth Within Lanes: _____

Sidewalk: Length: _____ Width: _____ Depth Within Sidewalk: _____

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

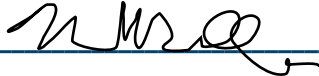
TRAFFIC PORTION AFFECTED BY PERMIT

Width: _____ Length: _____ # of Lanes: _____ # of Lanes to be Closed: _____ # of Hours Closed: _____

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

TERMS AND CONDITIONS FOR ENCROACHMENT PERMIT

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

Signature of Applicant:  Title: _____

Printed Name: _____ Date: _____

Company Name: _____ Phone Number: _____

For Office Use Only:

Traffic Control Personnel: YES NO Uniform Police: YES NO Number of Personnel Necessary: _____

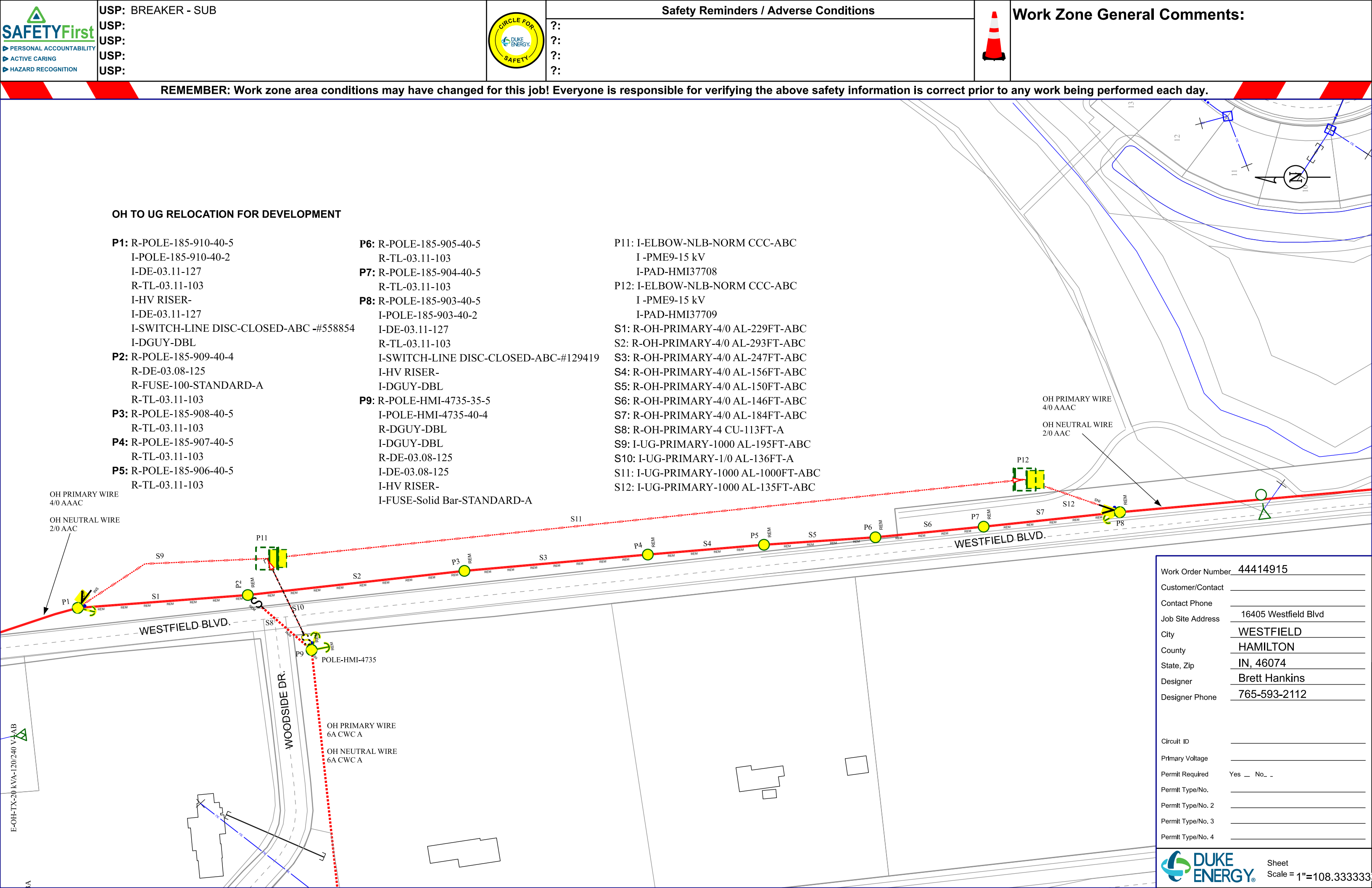
Steel Plates or other authorized substitute to be used? YES NO (If yes, refer to #4 above)

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

Director/or his representative

Project Manager/when applicable

Date Approved



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

OH TO UG RELOCATION FOR DEVELOPMENT

- P1:** R-POLE-185-910-40-5
I-POLE-185-910-40-2
I-DE-03.11-127
R-TL-03.11-103
I-HV RISER-
I-DE-03.11-127
I-SWITCH-LINE DISC-CLOSED-ABC -#558854
I-DGUY-DBL

P2: R-POLE-185-909-40-4
R-DE-03.08-125
R-FUSE-100-STANDARD-A
R-TL-03.11-103

P3: R-POLE-185-908-40-5
R-TL-03.11-103

P4: R-POLE-185-907-40-5
R-TL-03.11-103

P5: R-POLE-185-906-40-5
R-TL-03.11-103
- P6:** R-POLE-185-905-40-5
R-TL-03.11-103

P7: R-POLE-185-904-40-5
R-TL-03.11-103

P8: R-POLE-185-903-40-5
I-POLE-185-903-40-2
I-DE-03.11-127
R-TL-03.11-103
I-SWITCH-LINE DISC-CLOSED-ABC-#129419
I-HV RISER-
I-DGUY-DBL

P9: R-POLE-HMI-4735-35-5
I-POLE-HMI-4735-40-4
R-DGUY-DBL
I-DGUY-DBL
R-DE-03.08-125
I-DE-03.08-125
I-HV RISER-
I-FUSE-Solid Bar-STANDARD-A

- P11: I-ELBOW-NLB-NORM CCC-ABC
I -PME9-15 kV
I-PAD-HMI37708
- P12: I-ELBOW-NLB-NORM CCC-ABC
I -PME9-15 kV
I-PAD-HMI37709
- S1: R-OH-PRIMARY-4/0 AL-229FT-ABC
S2: R-OH-PRIMARY-4/0 AL-293FT-ABC
S3: R-OH-PRIMARY-4/0 AL-247FT-ABC
S4: R-OH-PRIMARY-4/0 AL-156FT-ABC
S5: R-OH-PRIMARY-4/0 AL-150FT-ABC
S6: R-OH-PRIMARY-4/0 AL-146FT-ABC
S7: R-OH-PRIMARY-4/0 AL-184FT-ABC
S8: R-OH-PRIMARY-4 CU-113FT-A
S9: I-UG-PRIMARY-1000 AL-195FT-ABC
S10: I-UG-PRIMARY-1/0 AL-136FT-A
S11: I-UG-PRIMARY-1000 AL-1000FT-ABC
S12: I-UG-PRIMARY-1000 AL-135FT-ABC

Work Order Number	44414915
Customer/Contact	
Contact Phone	
Job Site Address	16405 Westfield Blvd
City	WESTFIELD
County	HAMILTON
State, Zip	IN, 46074
Designer	Brett Hankins
Designer Phone	765-593-2112

Circuit ID	
Primary Voltage	
Permit Required	Yes _ No _
Permit Type/No.	
Permit Type/No. 2	
Permit Type/No. 3	
Permit Type/No. 4	

ENCROACHMENT PERMIT APPLICATION

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

For Office Use Only

Permit Number _____
Expires _____
Permit Fee _____
Fee Waived _____

Application Date: 02/28/2023 Estimated Completion Date: 04/10/2023
Work Address: 17701 SPRINGMILL RD Subdivision: _____

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

Name of Sub-Contractor: ARC
James Strader
Address: 311 S INDIANA AVE
City: WAKARUSA State: IN Zip: 46573
Phone: 574-862-1920 Fax: _____
Email: _____

LOCATION: ☐ Street ☐ Alley ☐ Sidewalk ☐ Shoulder/Berm IUPPS Number: _____

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

Please describe proposed work: INSTALL 3 PHASE PRIMARY FOR NEW SUBDIVISION chng out poles and xtrs
WO 45375616

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

SIZE OF STREET OR RIGHT-OF-WAY CUT

Traffic Lanes: Length: NA Width: NA Depth Within Lanes: NA

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

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

TRAFFIC PORTION AFFECTED BY PERMIT

Width: 25' Length: 1500 # of Lanes: 1 # of Lanes to be Closed: 1 # of Hours Closed: 3

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

TERMS AND CONDITIONS FOR ENCROACHMENT PERMIT

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

Signature of Applicant: Kathy Davis

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

Title: ENGR DESIGN ASSOC

Printed Name: KATHY DAVIS

Date: 02/28/2023

Company Name: DUKE ENERGY

Phone Number: 317-752-0940

For Office Use Only:

Traffic Control Personnel: YES NO Uniform Police: YES NO Number of Personnel Necessary: _____

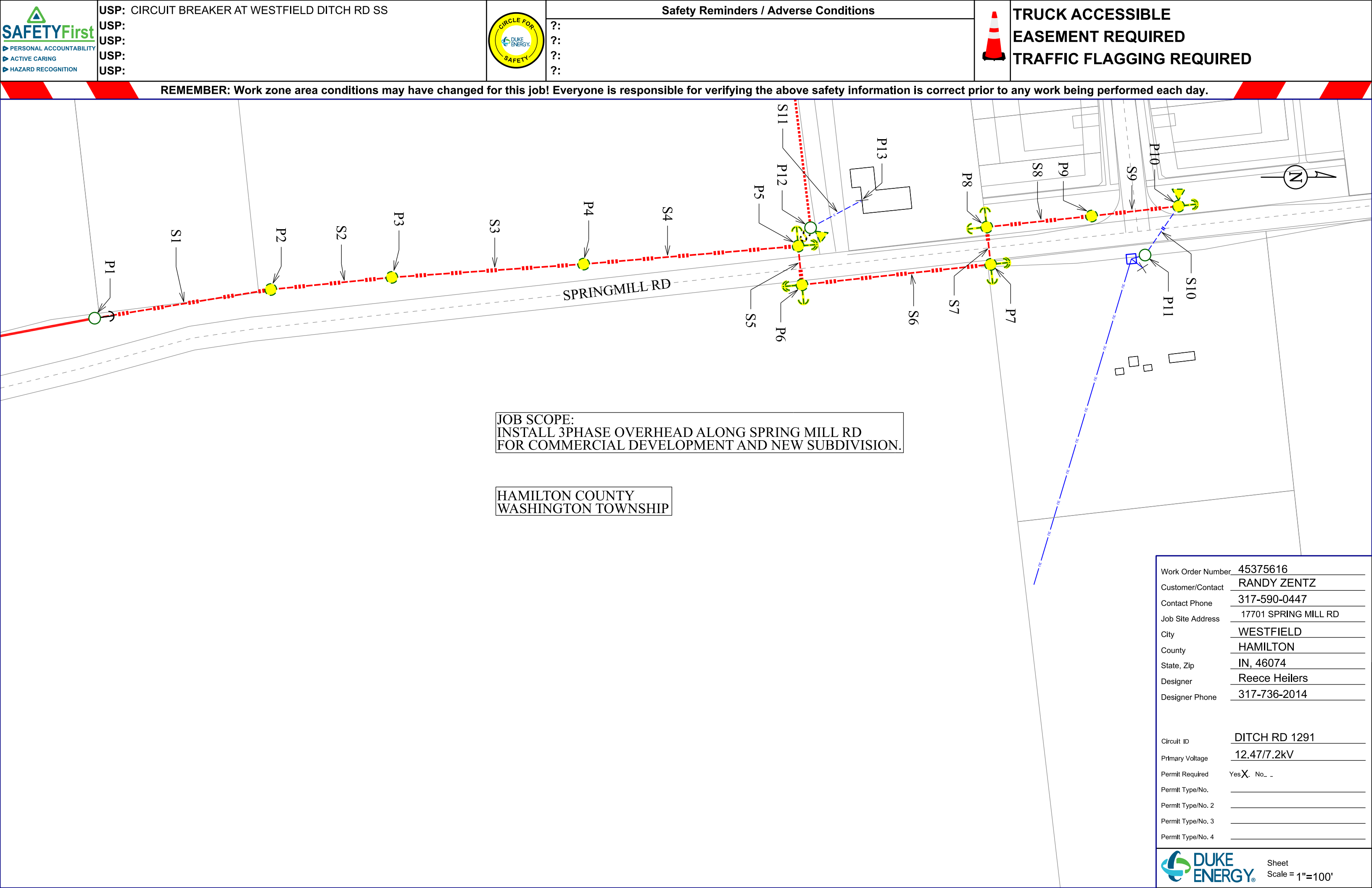
Steel Plates or other authorized substitute to be used? YES NO (If yes, refer to #4 above)

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

Director/or his representative

Project Manager/when applicable

Date Approved





SAFETYFirst

PERSONAL ACCOUNTABILITY

ACTIVE CARING

HAZARD RECOGNITION

CIRCUIT BREAKER AT WESTFIELD DITCH RD SS

USP:

USP:

USP:

USP:



CIRCLE FOR
DUKE ENERGY
SAFETY

?:

?:

?:

?:



TRUCK ACCESSIBLE

EASEMENT REQUIRED

TRAFFIC FLAGGING REQUIRED

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

JOB SCOPE:
INSTALL 3PHASE OVERHEAD ALONG SPRING MILL RD
FOR COMMERCIAL DEVELOPMENT AND NEW SUBDIVISION.

HAMILTON COUNTY
WASHINGTON TOWNSHIP

Work Order Number

Customer/Contact

Contact Phone

Job Site Address

City

County

State, Zip

Designer

Designer Phone

45375616

RANDY ZENTZ

317-590-0447

17701 SPRING MILL RD

WESTFIELD

HAMILTON

IN, 46074

Reece Heilers

317-736-2014

Circuit ID

Primary Voltage

Permit Required

Permit Type/No.

Permit Type/No. 2

Permit Type/No. 3

Permit Type/No. 4

DITCH RD 1291

12.47/7.2kV

YesX No_



DUKE ENERGY

Sheet

Scale = 1"=100'

SAFETYFirst PERSONAL ACCOUNTABILITY ACTIVE CARING HAZARD RECOGNITION USP: Add Up Stream Protection, Facility ID, and Blocking Device Type		CIRCLE FOR DUKEENERGY SAFETY	Safety Reminders / Adverse Conditions ?: ?: ?: ?:		Work Zone General Comments: Double click to e
REMEMBER: Work zone area conditions may have changed for this job! Everyone is responsible for verifying the above safety information is correct prior to any work being performed each day.					
P1 POLE-200-503-50-2 I-DE-03.11-120 P2 I-POLE-HMI39511-45-4 I-TL-03.11-103 P3 I-POLE-HMI39512-45-4 I-TL-03.11-103 P4 I-POLE-HMI39513-45-4 I-TL-03.11-103 P5 I-POLE-HMI39514-45-4 I-DE-03.11-119 I-DE-03.11-140 I-FUSE-100-STANDARD-B I-DGUY-DBL I-DGUY-DBL I-DGUY-SGL P6 I-POLE-HMI39515-45-4 I-DE-03.11-119 I-DGUY-DBL I-DGUY-DBL I-DGUY-SGL P7 I-POLE-HMI39516-45-4 I-DE-03.11-119 I-DGUY-DBL I-DGUY-DBL I-DGUY-SGL P8 I-POLE-HMI39517-45-4 I-DE-03.11-119 I-DGUY-DBL I-DGUY-DBL I-DGUY-SGL P9 I-POLE-HMI39518-45-4 I-TL-03.11-103 P10 I-POLE-HMI39519-45-4 I-DE-03.11-127 I-OH-TX-50 kVA-120/240 V-Single Phase-B I-DGUY-DBL I-DGUY-SGL P11 POLE-088-332-30-7 P12 POLE-194-663-35-5 I-OH-TX-15 kVA-120/240 V-Single Phase-B P13 E-DEM PT S1 I-OH-PRIMARY-556 AL-222FT-ABC S2 I-OH-PRIMARY-556 AL-150FT-ABC S3 I-OH-PRIMARY-556 AL-242FT-ABC S4 I-OH-PRIMARY-556 AL-260FT-ABC S5 I-OH-PRIMARY-556 AL-50FT-ABC S6 I-OH-PRIMARY-556 AL-240FT-ABC S7 I-OH-PRIMARY-556 AL-50FT-ABC S8 I-OH-PRIMARY-556 AL-130FT-ABC S9 I-OH-PRIMARY-556 AL-108FT-ABC S10 I-OH-SECONDARY-1 Run-4/0-AL-Triplex-73FT S11 I-OH-SERVICE-1 Run-2-AL-Triplex-72FT					
DUKEENERGY Sheet Scale = 1"=40'					



UNIFORM CONFLICT OF INTEREST DISCLOSURE STATEMENT

State Form 54266 (R2 / 6-15) / Form 236
STATE BOARD OF ACCOUNTS

Indiana Code 35-44.1-1-4

A public servant who knowingly or intentionally has a pecuniary interest in or derives a profit from a contract or purchase connected with an action by the governmental entity served by the public servant commits conflict of interest, a Class D Felony. A public servant has a pecuniary interest in a contract or purchase if the contract or purchase will result or is intended to result in an ascertainable increase in the income or net worth of the public servant or a dependent of the public servant. "Dependent" means any of the following: the spouse of a public servant; a child, stepchild, or adoptee (as defined in IC 31-9-2-2) of a public servant who is unemancipated and less than eighteen (18) years of age; and any individual more than one-half (1/2) of whose support is provided during a year by the public servant.

The foregoing consists only of excerpts from IC 35-44.1-1-4. Care should be taken to review IC 35-44.1-1-4 in its entirety.

1. **Name and Address of Public Servant Submitting Statement:** Beau Lembach
2360 N US 411 WHITESTOWN IN 46075
2. **Title or Position With Governmental Entity:** Firefighter
3. a. **Governmental Entity:** CITY of Westfield Indiana
b. **County:** HAMILTON
4. **This statement is submitted (check one):**
☒ a. as a "single transaction" disclosure statement, as to my financial interest in a specific contract or purchase connected with the governmental entity which I serve, proposed to be made by the governmental entity with or from a particular contractor or vendor; or
☐ b. as an "annual" disclosure statement, as to my financial interest connected with any contracts or purchases of the governmental entity which I serve, which are made on an ongoing basis with or from particular contractors or vendors.
5. **Name(s) of Contractor(s) or Vendor(s):** Lembach Electric LLC
6. **Description(s) of Contract(s) or Purchase(s)** (Describe the kind of contract involved, and the effective date and term of the contract or purchase if reasonably determinable. Dates required if 4(a) is selected above. If "dependent" is involved, provide dependent's name and relationship.):
Build a generator power wall for the fire department 04-06-2023

7. **Description of My Financial Interest** (Describe in what manner the public servant or "dependent" expects to derive a profit or financial benefit from, or otherwise has a pecuniary interest in, the above contract(s) or purchase(s); if reasonably determinable, state the approximate dollar value of such profit or benefit.):

paid for my labor in building the Item. 500\$

(Attach extra pages if additional space is needed.)

8. **Approval of Appointing Officer or Body** (To be completed if the public servant was appointed by an elected public servant or the board of trustees of a state-supported college or university.):

I (We) being the _____ of
(Title of Officer or Name of Governing Body)

_____ and having the power to appoint
(Name of Governmental Entity)

the above named public servant to the public position to which he or she holds, hereby approve the participation to the appointed disclosing public servant in the above described contract(s) or purchase(s) in which said public servant has a conflict of interest as defined in Indiana Code 35-44.1-1-4; however, this approval does not waive any objection to any conflict prohibited by statute, rule, or regulation and is not to be construed as a consent to any illegal act.

Elected Official

Office

9. **Effective Dates** (Conflict of interest statements must be submitted to the governmental entity prior to final action on the contract or purchase.):

Date Submitted (month, day, year)

Date of Action on Contract or Purchase (month, day, year)

10. **Affirmation of Public Servant:** This disclosure was submitted to the governmental entity and accepted by the governmental entity in a public meeting of the governmental entity prior to final action on the contract or purchase. I affirm, under penalty of perjury, the truth and completeness of the statements made above, and that I am the above named public servant.

Signed: _____
(Signature of Public Servant)

Date: _____
(month, day, year)

Printed Name: _____
(Please print legibly.)

Email Address: _____

Within fifteen (15) days after final action on the contract or purchase, copies of this statement must be filed with the State Board of Accounts by uploading it here https://gateway.ifonline.org/sboa_coi/ which is the preferred method of filing, or by mailing it to the State Board of Accounts, Indiana Government Center South, 302 West Washington Street, Room E418, Indianapolis, Indiana, 46204-2765 and the Clerk of the Circuit Court of the county where the governmental entity took final action on the contract or purchase.



March 3rd, 2023

To: Board of Public Works and Safety

From: Chief Joel Rush

Reference: Obsolete Radio Disposal

The Westfield Police Department is seeking approval to dispose of the obsolete police radios noted below through electronic waste recycling. The radios listed hold no functional value due to age and obsolescence.

<u>Make</u>	<u>Model</u>	<u>Quantity</u>
MA Com	P5100	2
MA Com	P7100IP	20
Motorola	XTS 1500	8
Motorola	XTS 2500	16
Motorola	XTS 5000	2
MA Com	KRD-103	16
MA Com	MAHQ-N8MXX	25
MA Com	HB8MTX	2



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

Contact: Fire Chief

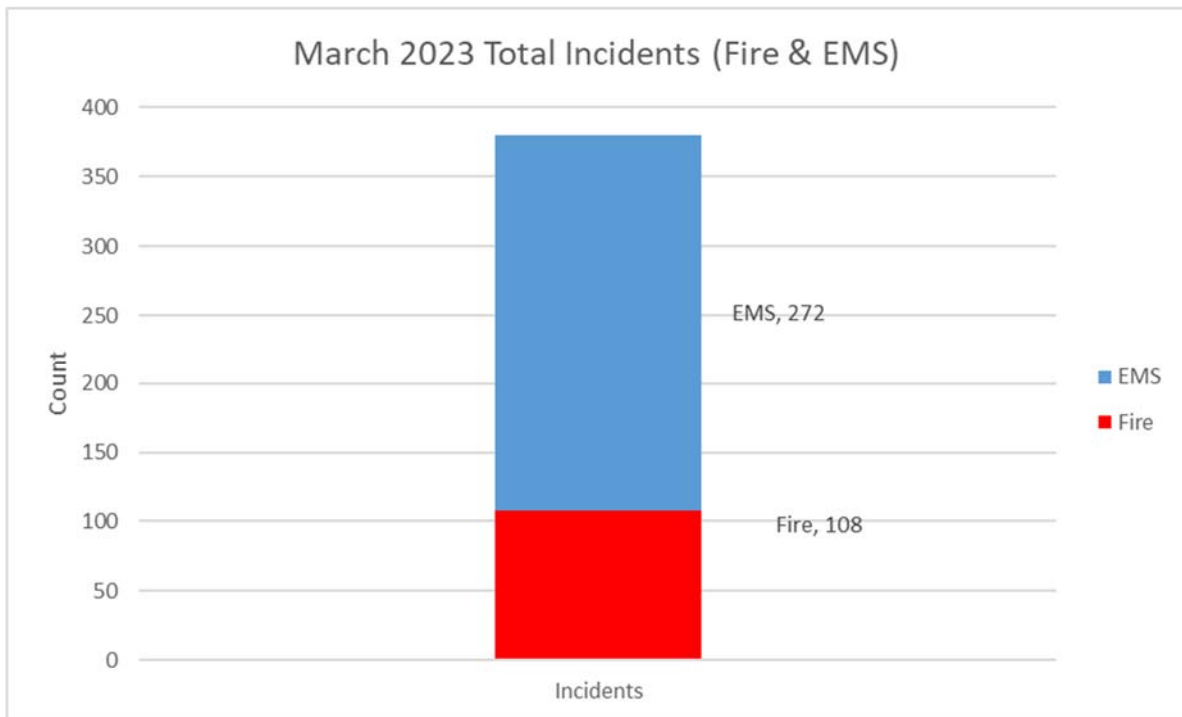
Rob Gaylor

Or Nikki Hartman

804-3304



Westfield Fire March 2023 Incident Statistics



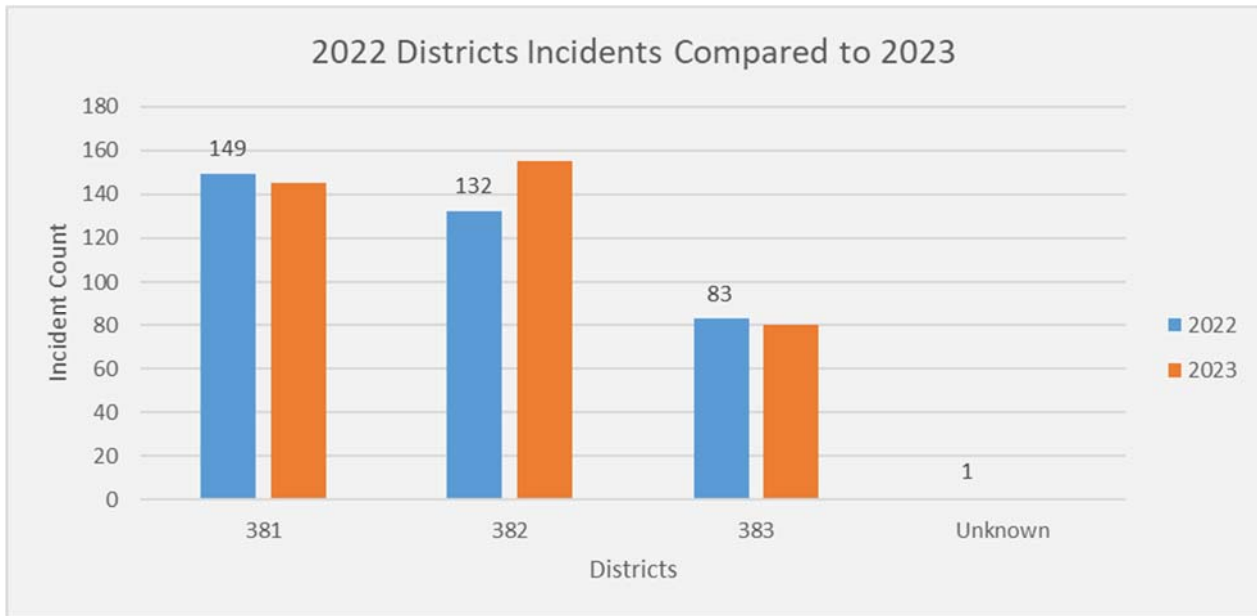
Incident Type	Incident Count	% of total Incident
Fire	108	28%
EMS	272	72%
Total	380	

Average 12.67 response per day. Average turnout time 1:15. And a total of 840 apparatus response.

Station 81 145 calls
Station 82 155 calls
Station 83 80 calls



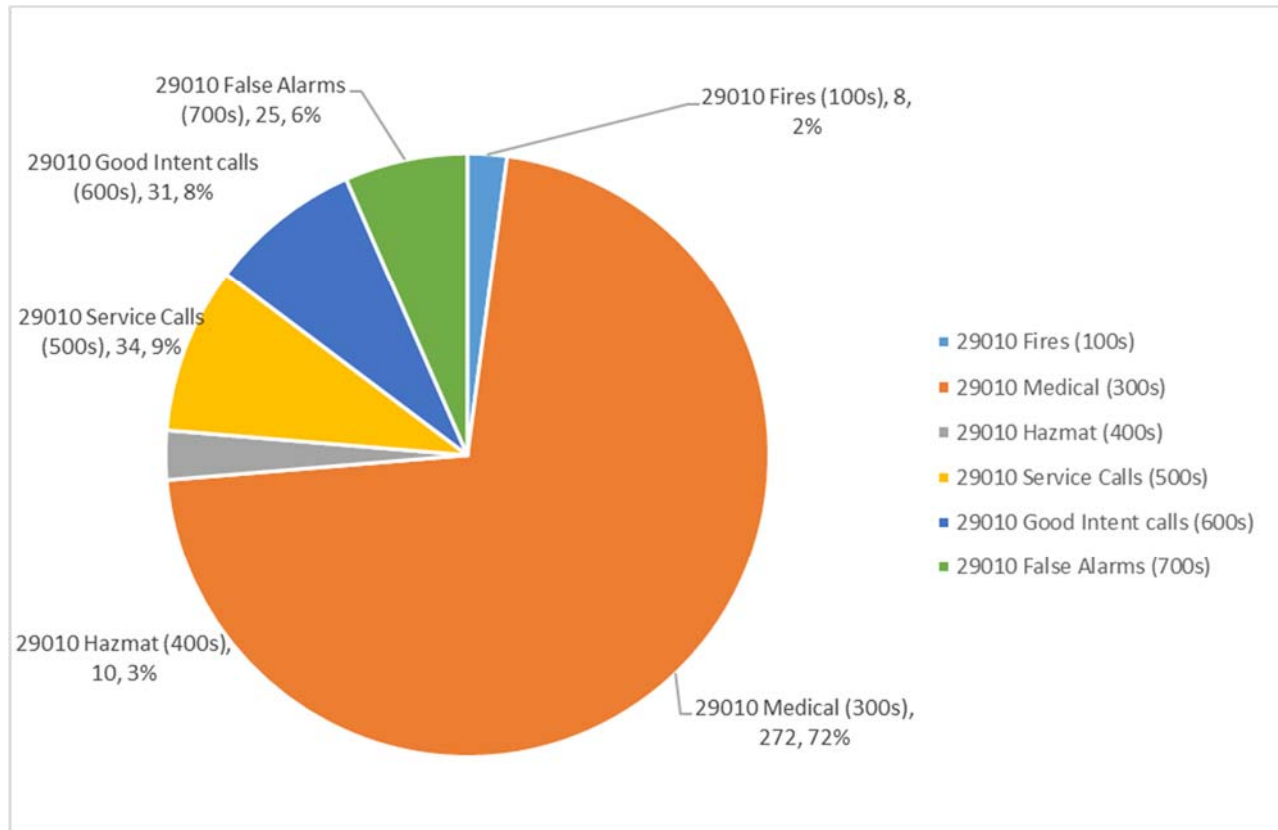
Westfield Fire March 2023 Incident Statistics



District	2022	2023	Increase/ decrease	% increase /%decrease
381	149	145	-4	-3%
382	132	155	23	17%
383	83	80	-3	-4%
Total	364	380	16	4.40%



Westfield Fire March 2023 Incident Statistics

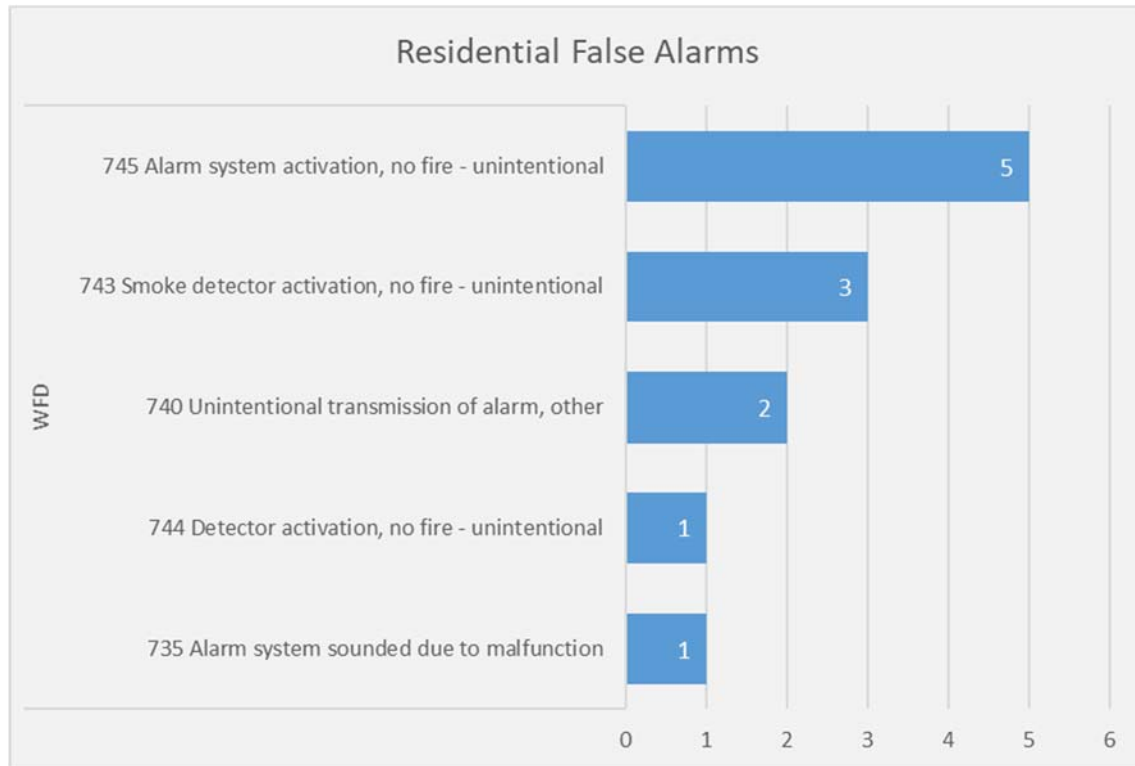


Call Type	Incident Count	% of total calls
Medical	272	71.58%
Good Intent	31	8.16%
Service Calls	34	8.95%
False Alarm	25	6.58%
Hazmat	10	2.63%
Fires	8	2.11%
Total	380	



Westfield Fire March 2023 Incident Statistics

False Alarm Calls

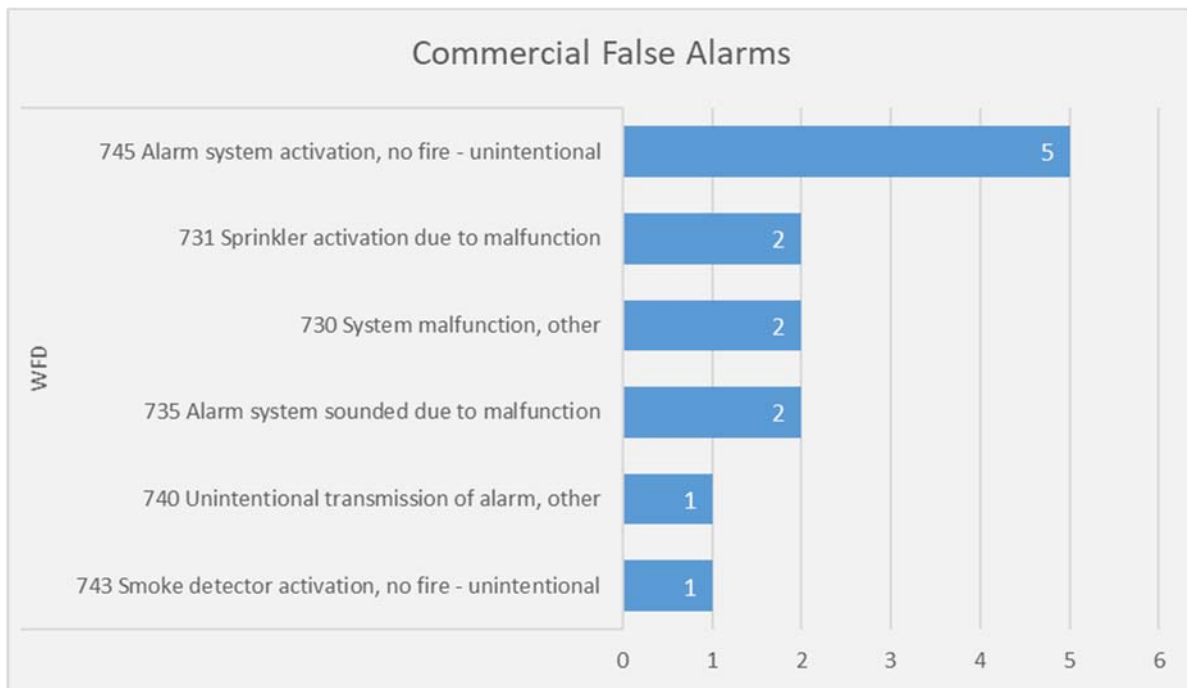


12 Residential Alarms



Westfield Fire March 2023 Incident Statistics

False Commercial Fire Alarm Calls

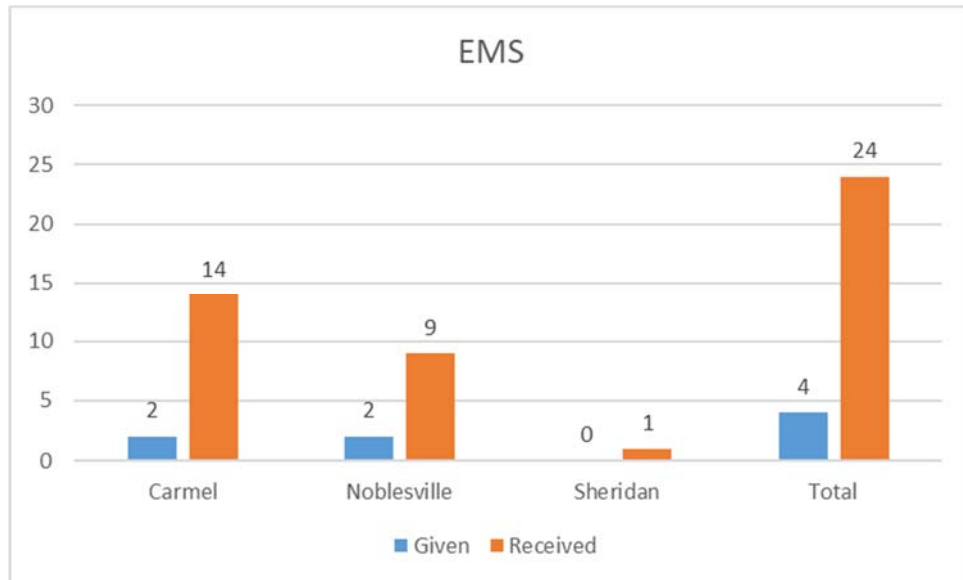


13 Commercial False Alarms



Westfield Fire March 2023 Incident Statistics

Mutual Aid data EMS



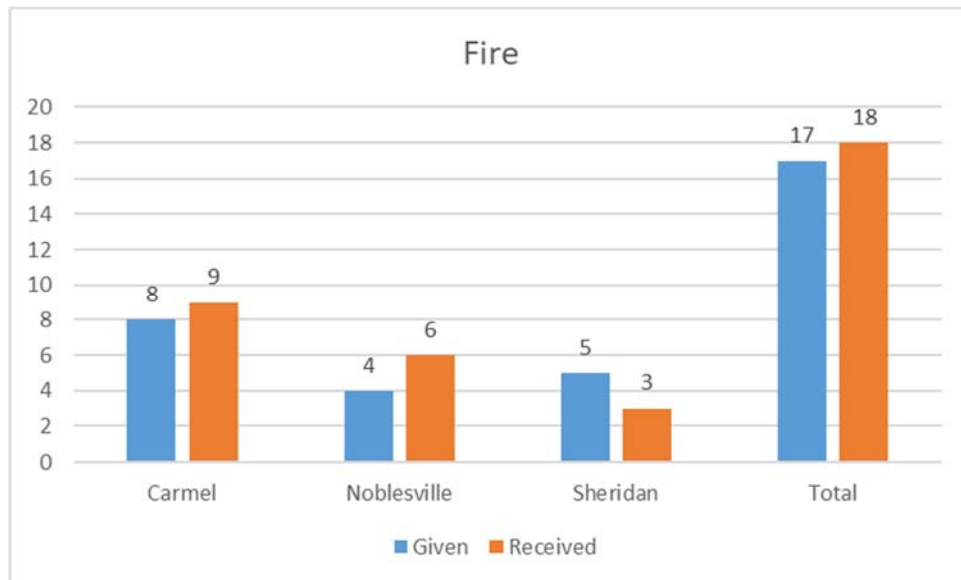
Total 28

	Given	Received
Carmel	2	14
Noblesville	2	9
Sheridan	0	1
Total	4	24



Westfield Fire March 2023 Incident Statistics

Mutual Aid Data Fire Incidents



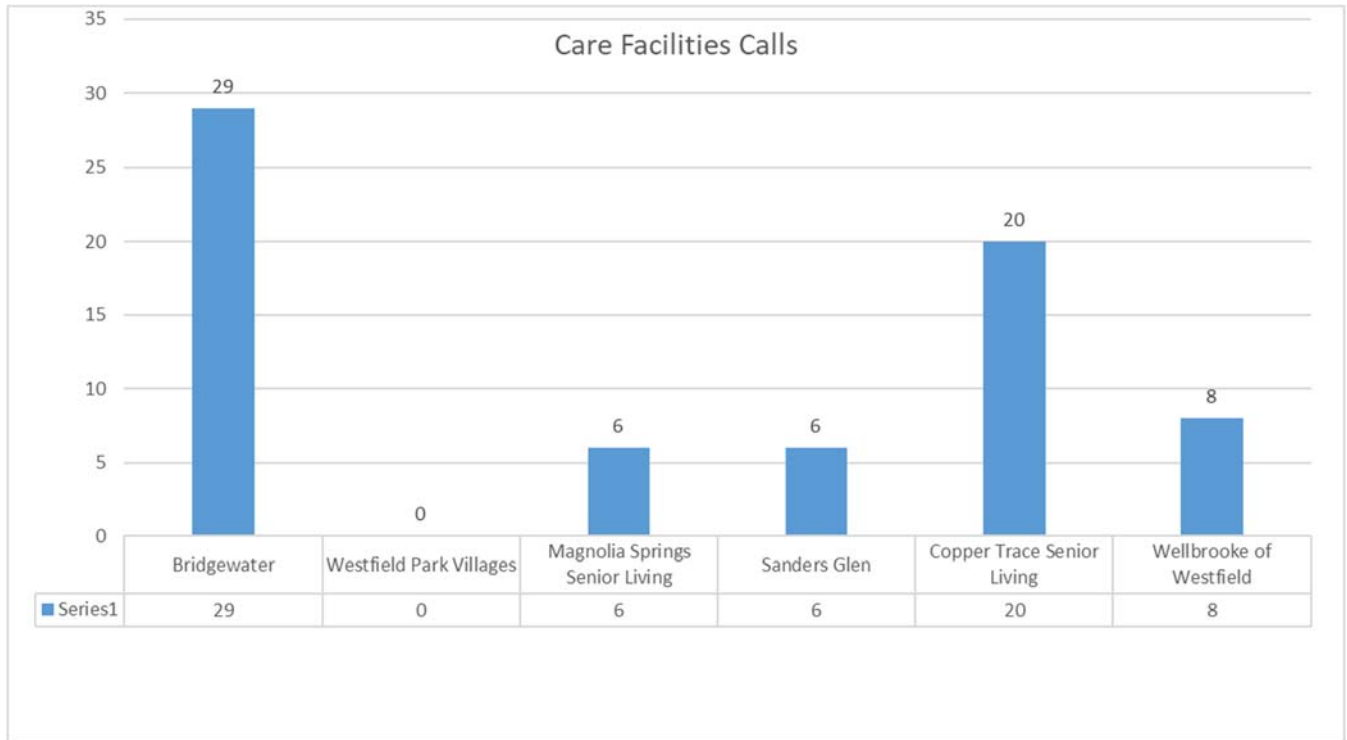
Total 35

	Given	Received
Carmel	8	9
Noblesville	4	6
Sheridan	5	3
Total	17	18



Westfield Fire March 2023 Incident Statistics

Care Facility



Bridgewater	29
Westfield Park Villages	0
Magnolia Springs Senior Living	6
Sanders Glen	6
Copper Trace Senior Living	20
Wellbrooke of Westfield	8



**City of Westfield Fire Department
Board of Public Works & Safety Report
1ST Quarter 2023 Report**

Contact: Fire Chief

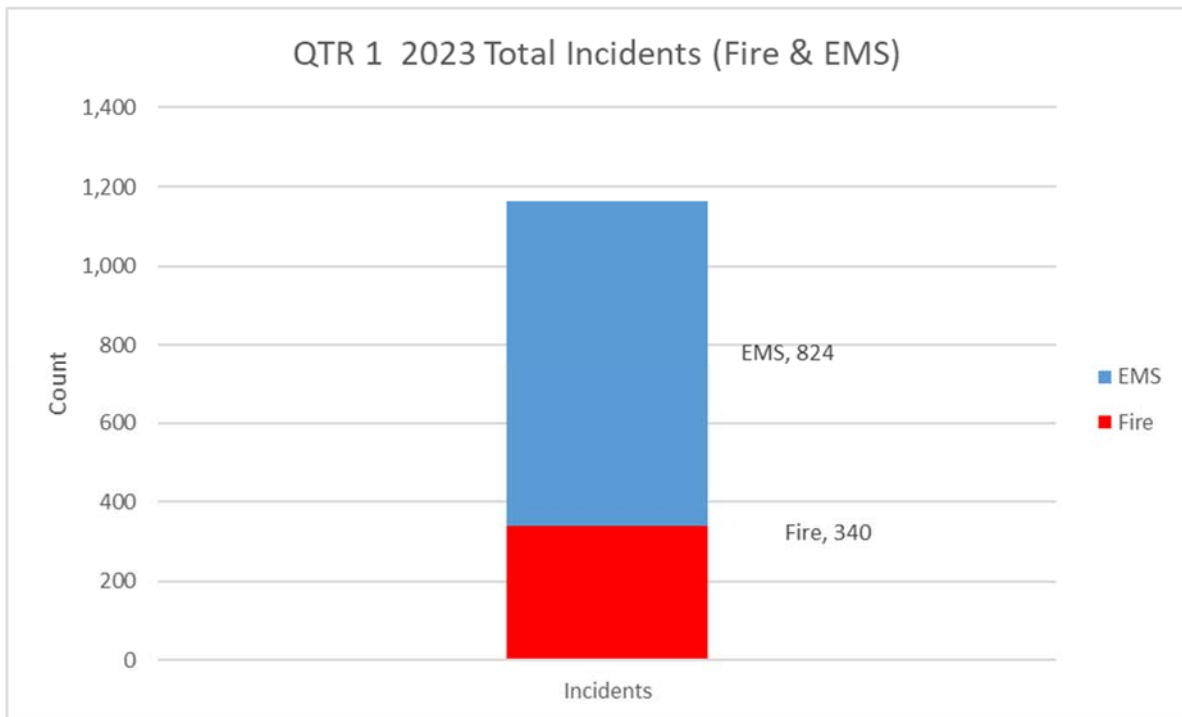
Rob Gaylor

Or Nikki Hartman

804-3304



Westfield Fire QTR 1 2023 Incident Statistics



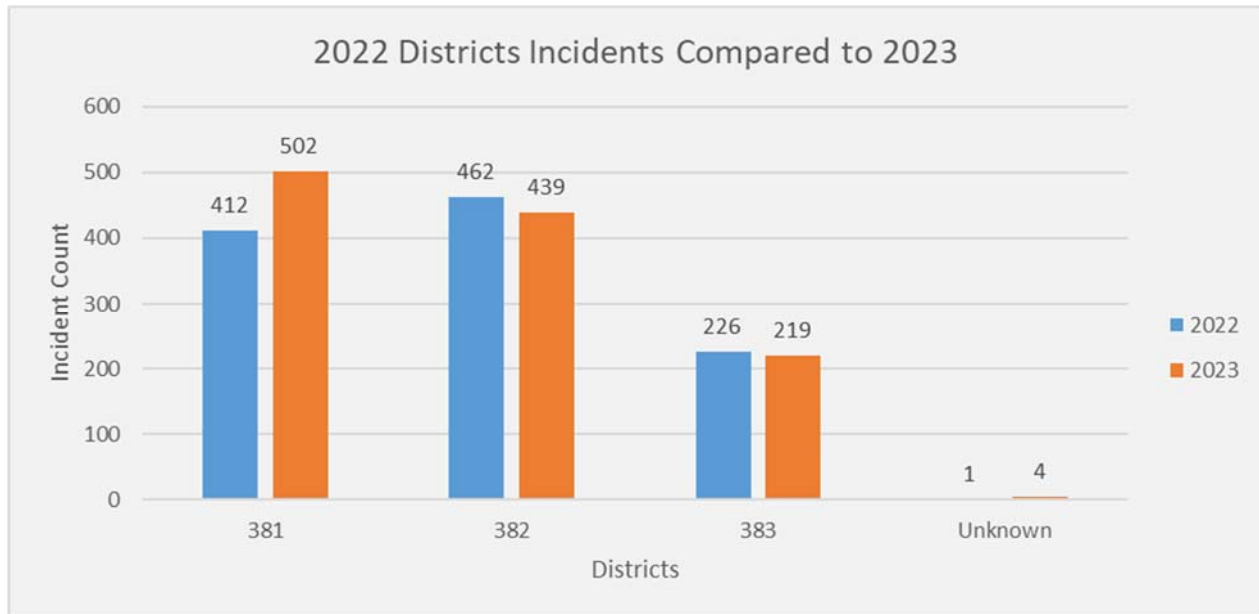
Incident Type	Incident Count	% of total Incident
Fire	340	29%
EMS	824	71%
Total	1,164	

Average 13.08 response per day. Average turnout time 1:17. And a total of 2574 apparatus response.

Station 81 502 calls
Station 82 439 calls
Station 83 219 calls



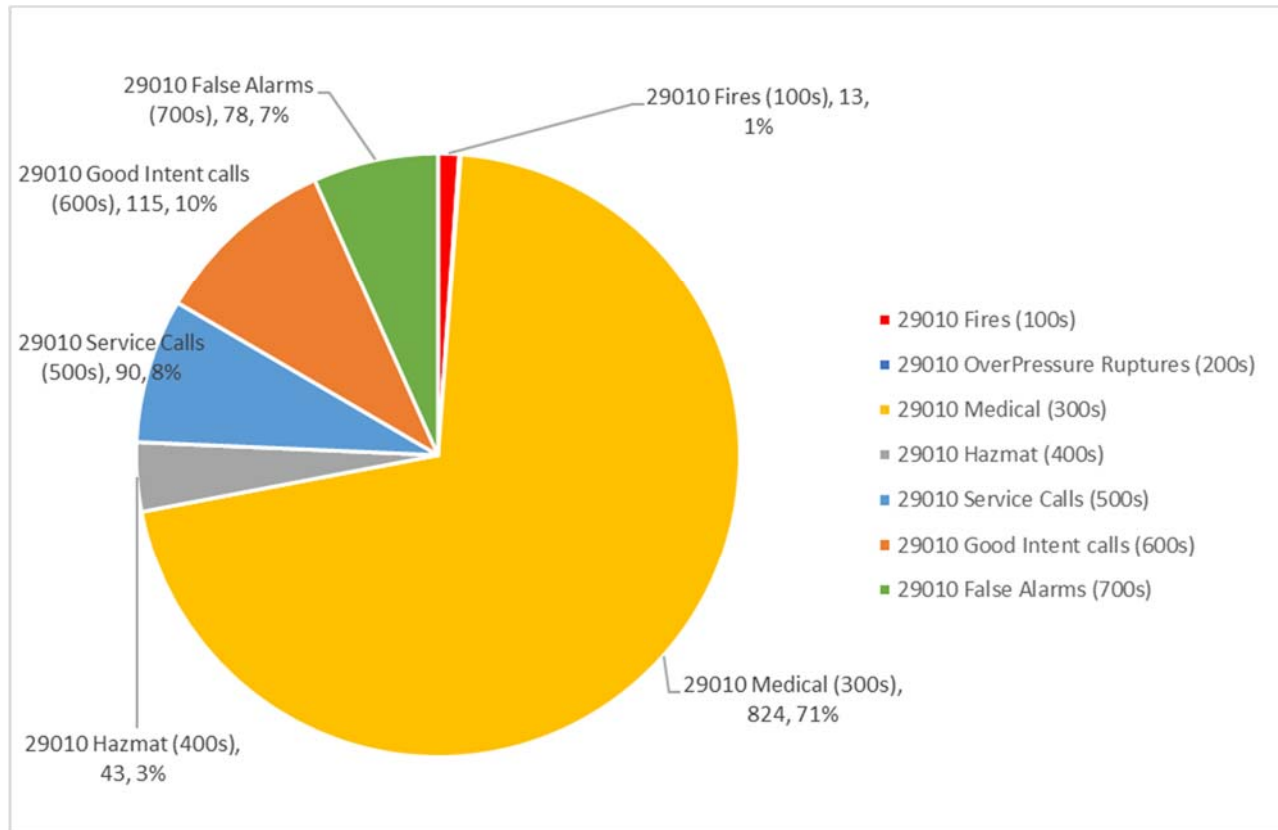
Westfield Fire QTR 1 2023 Incident Statistics



District	2022	2023	Increase/ decrease	% increase /%decrease
381	412	502	90	22%
382	462	439	-23	-5%
383	226	219	-7	-3%
Total	1,100	1,160	60	5.45%



Westfield Fire QTR 1 2023 Incident Statistics

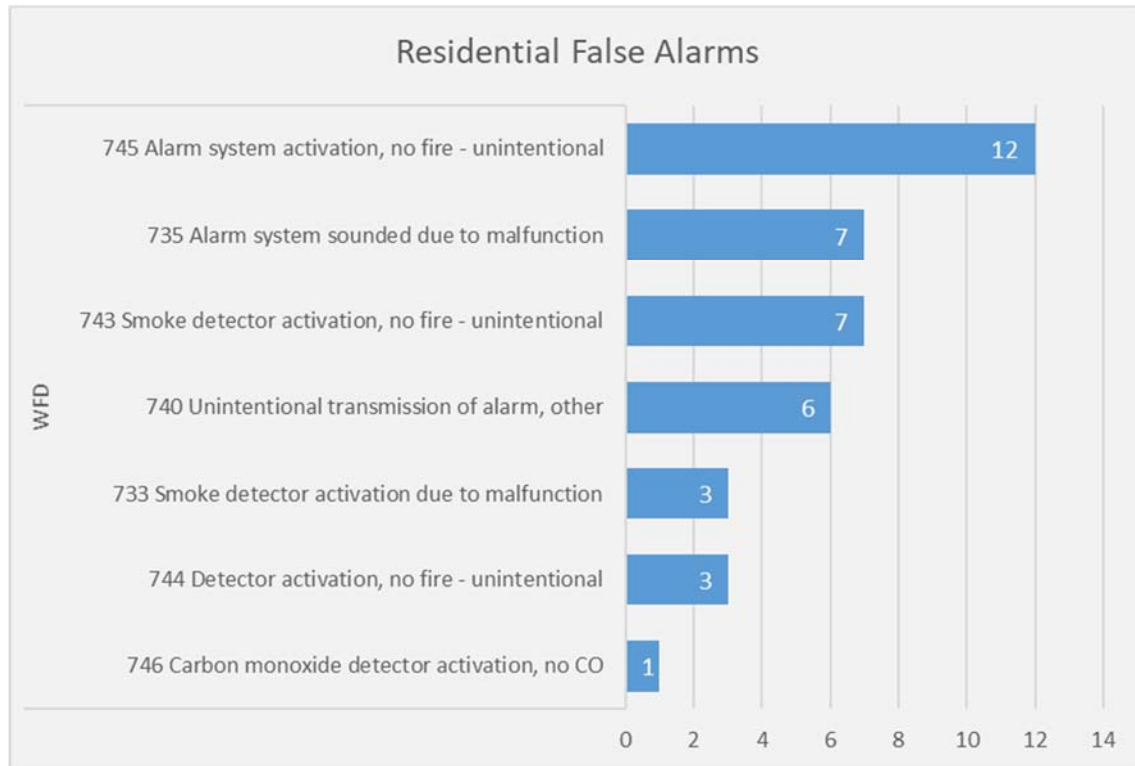


Call Type	Incident Count	% of total calls
Medical	824	70.85%
Good Intent	115	9.89%
Service Calls	90	7.74%
False Alarm	78	6.71%
Hazmat	43	3.70%
Fires	13	1.12%
Total	1163	



Westfield Fire QTR 1 2023 Incident Statistics

False Alarm Calls

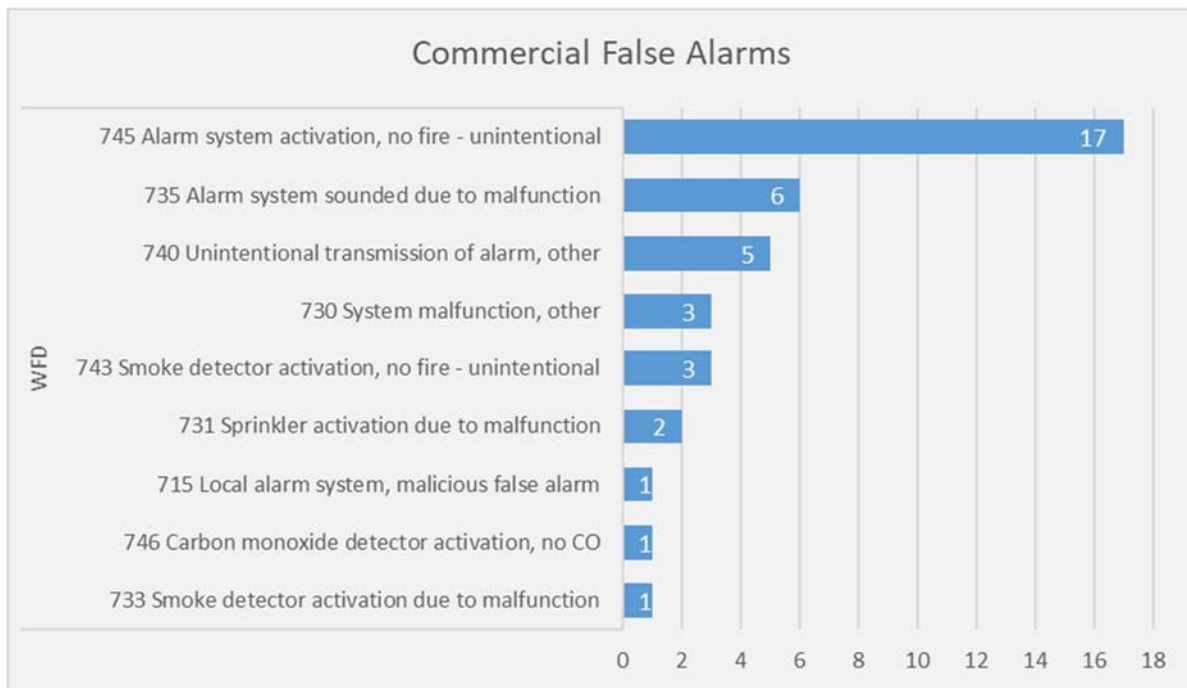


39 Residential Alarms



Westfield Fire QTR 1 2023 Incident Statistics

False Commercial Fire Alarm Calls

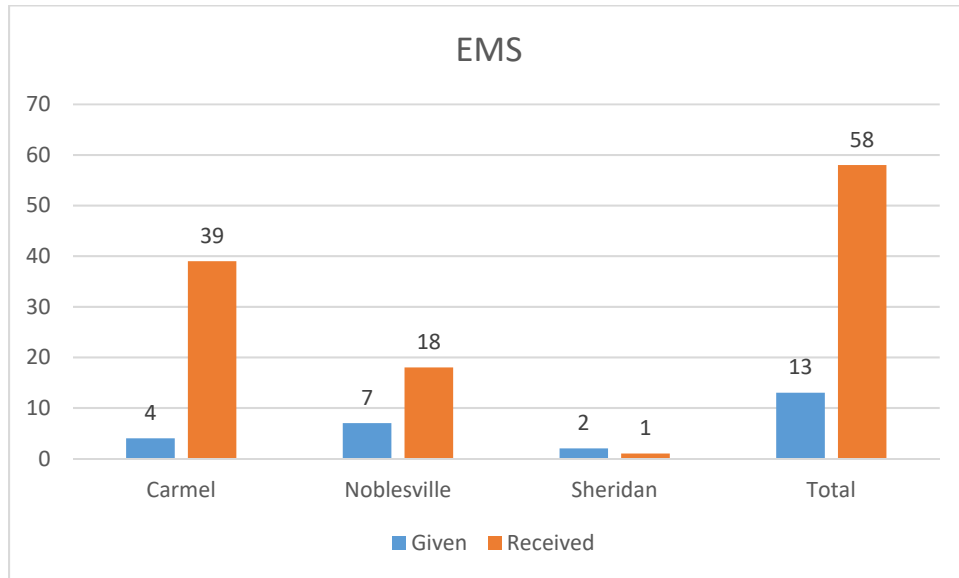


39 Commercial False Alarms



Westfield Fire QTR 1 2023 Incident Statistics

Mutual Aid data
EMS



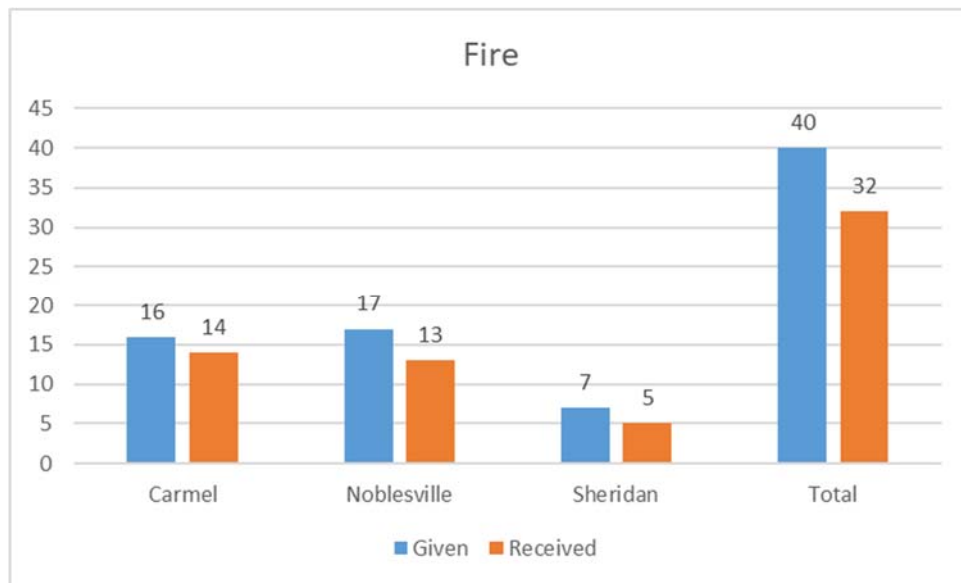
Total 71

	Given	Received
Carmel	4	39
Noblesville	7	18
Sheridan	2	1
Total	13	58



Westfield Fire QTR 1 2023 Incident Statistics

Mutual Aid Data Fire Incidents

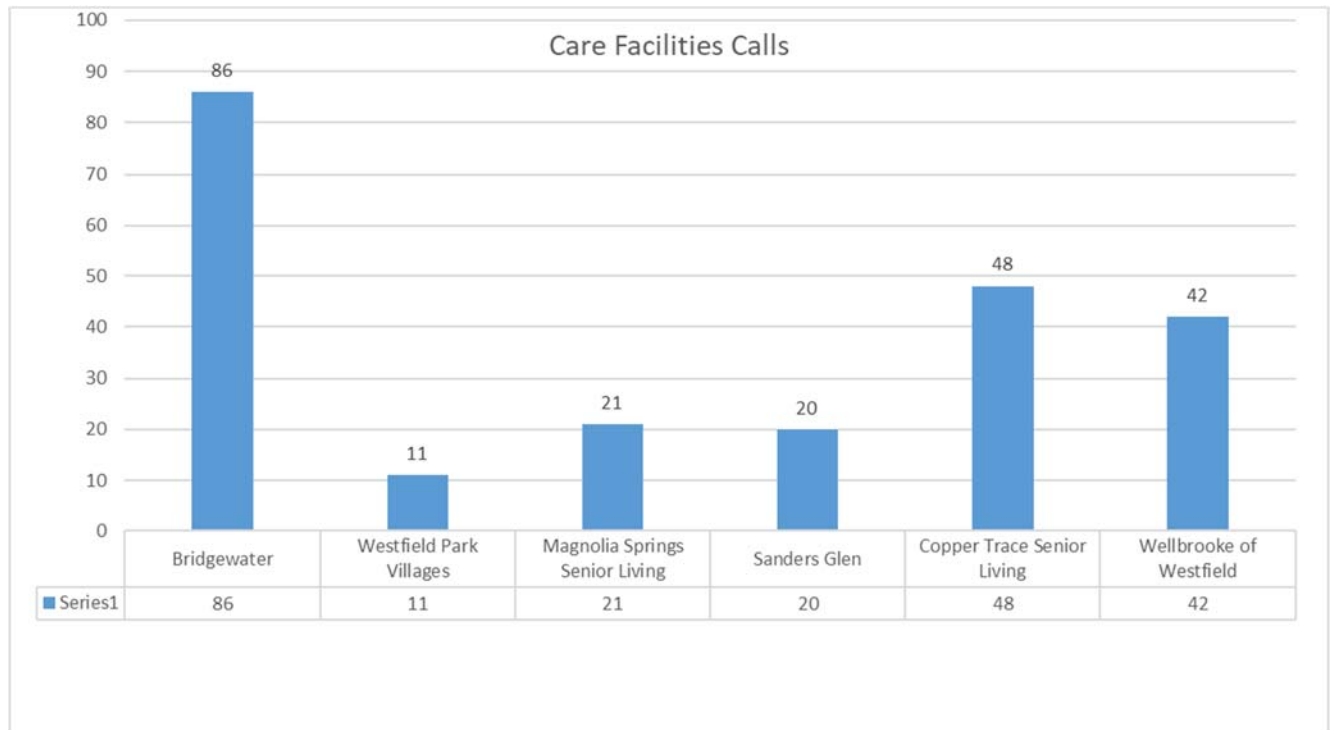


Total 72

	Given	Received
Carmel	16	14
Noblesville	17	13
Sheridan	7	5
Total	40	32



Westfield Fire QTR 1 2023 Incident Statistics Care Facility



Bridgewater	86
Westfield Park Villages	11
Magnolia Springs Senior Living	21
Sanders Glen	20
Copper Trace Senior Living	48
Wellbrooke of Westfield	42



April 26, 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:

- Community Bible Fellowship Church, Inc., Bond #4172322, \$46,160.40, Trail
- Lennar Homes of Indiana, LLC, Westgate, Section 6, Bond #72BSBIY6180, \$106,078.89, Erosion Control
- MAP Westfield II, LLC & Thomas A. Grant, Inc. Chatham Commons, Lot 1 & 2, Bond #CIC1926654, \$53,157.50, Work in Public ROW
- MAP Westfield II, LLC & Thomas A. Grant, Inc. Chatham Commons, Lot 1 & 2, Bond #CIC1926653, \$18,645.00, Erosion Control
- National Veterinary Associates, Petsuites Westfield, Bond #831902, \$50,927.80, Erosion Control & Work in Public ROW
- Beazer Homes Indiana, LLP, Harbor at Grand Park Village, Bond #7901127797, \$576,619.00, Storm Sewers
- Beazer Homes Indiana, LLP, Harbor at Grand Park Village, Bond #7901127798, \$118,017.00, Sub Surface Drains
- Beazer Homes Indiana, LLP, Harbor at Grand Park Village, Bond #7901134487, \$81,774.00, Concrete Curbs
- Beazer Homes Indiana, LLP, Harbor at Grand Park Village, Bond #7901134488, \$79,215.00, Common Concrete Sidewalks
- Beazer Homes Indiana, LLP, Harbor at Grand Park Village, Bond #7901134489, \$594,076.00, Asphalt Streets
- Beazer Homes Indiana, LLP, Harbor at Grand Park Village, Bond #7901134490, \$128,247.00, ROW Asphalt Streets (Entrance Collector)
- Beazer Homes Indiana, LLP, Harbor at Grand Park Village, Bond #7901134491, \$36,024.00, 8' Asphalt Path
- Beazer Homes Indiana, LLP, Harbor at Grand Park Village, Bond #7901134492, \$98,065.00, Erosion Control
- William Tres Development, LLC, Gristmill Shoppes, Bond #CIC1905728, \$25,590.00, Erosion Control
- William Tres Development, LLC, Gristmill Shoppes, Bond #CIC1905729, \$7,550.00, ROW
- Giant Eagle, Inc., Market District – Wheeler Landing, Bond #30172507, \$102,575.00, Roadway Improvements
- Giant Eagle, Inc., Market District – Wheeler Landing, Bond #30172508, \$33,926.75, Erosion Control
- Alt Construction, LLC, iBeach 31, Bond #100053155, \$49,881.03, Erosion Control
- Lennar Homes of Indiana, Osborne Trails, Section 9, Bond #024267036, \$333,119.00, Storm Sewer & Subsurface Drain
- Lennar Homes of Indiana, Osborne Trails, Section 9, Bond #024267037, \$382,837.00, Asphalt Street
- Lennar Homes of Indiana, Osborne Trails, Section 9, Bond #024267038, \$10,909.00, Asphalt Path
- Lennar Homes of Indiana, Osborne Trails, Section 9, Bond #024267039, \$58,132.00, Concrete Curb
- Lennar Homes of Indiana, Osborne Trails, Section 9, Bond #72BSBIY6192, \$18,850.00, Common Area Sidewalk

- The Sullivan Corporation, Slim Chickens, Bond #318268N, \$119,015.60, Streets/Curbs, Storm Sewer, Erosion Control & ROW Improvements

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:

- Family Express Corporation, Westfield Chatham Commons, Bond & Rider #K40209220, \$201,822.00, Streets/Curbs, Storm Sewer, Sidewalk, & Trail ROW Improvements

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:

- Family Express Corporation, Family Express Convenience Store at Chatham Commons, Bond & Rider #K40209220, \$19,311.40, Streets, Curbs, Storm, Sidewalk, & Trail

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:

- Shelby Gravel, Inc., Shelby Materials, Bond #014217537, \$41,014.00, Sidewalks/Curbs, Storm Sewer, & Erosion Control

Letter of Credit Release

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

- Throgmartin-Henke Development (Grassy Branch Development), Grassy Branch at Bridgewater, LOC #18132770-00-000, \$135,200.00, Storm Sewer & ROW Improvements

Westfield Police Department

Monthly Performance Measures Report



Board of Public Works & Safety

March 2023

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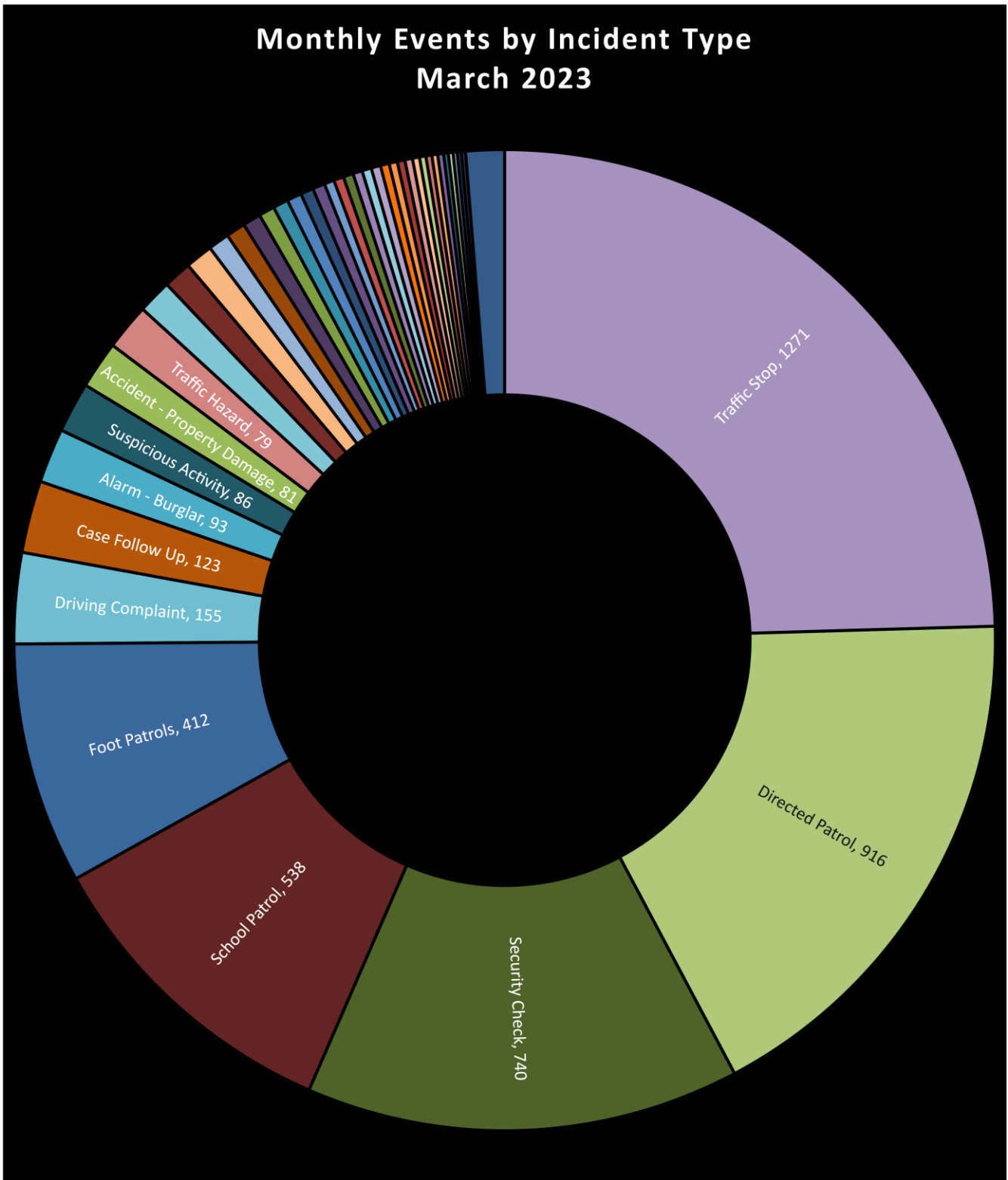
Westfield Police Department

March 2023

Events by Nature

Incident Type	Count	Incident Type Cont.	Count Cont.
911 Hang Up	25	Investigative Stop	0
Abandoned Vehicle	4	Juvenile Complaint	15
Abandonment	0	K9 Detail	1
Abuse / Neglect	4	Kidnapping	0
Accident - Hit & Run PD	17	Lock Out	36
Accident - Hit & Run PI	1	Loud Party	2
Accident - Other	1	Mental Emotional - Violent	4
Accident - Property Damage	81	Mental Emotial/Suicide Attempt	0
Accident - Personal Injury	10	Mental Person	13
Accident - Sinking Vehicle	0	Miscellaneous	8
Accident - Unknown	2	Missing Person	2
Accelerator Stuck	0	Missing Person - PLS	0
Active Assailant	0	New Call	0
Alarm - Other	4	Nuisance	4
Alarm - Vehicle	2	Ordinance Misc.	16
Alarm - Burglar	93	Parking Complaint	16
Alarm - Hold Up	14	Physical Disturbance	12
Animal Bite / Attack	4	Product Contamination	0
Animal Complaint	22	Reckless Activity	0
Assist Fire	48	Road Rage	7
Assist Other Department	17	Robbery	0
Assist Public	31	Runaway	3
Battery	8	School Patrol	538
Bike Patrol	0	Security Check	740
Bomb Device Found	0	Sex Offense	7
Bomb Threat	1	Shooting	1
Burglary	1	Solicitor	0
Carjacking	0	Special Detail	1
Case Follow Up	123	Stabbing	0
Child Seat Inspection	0	Suicide	0
Civil Dispute	17	Suspicious Activity	86
Criminal Mischief	10	Suspicious Package	0
Damage to Property	0	Suspicious Person	0
Death Investigation	2	Test	0
Directed Patrol	916	Theft	33
Disturbance	16	Theft - From a Vehicle	3
Domestic	0	Theft - of a Vehicle	4
Driving Complaint	155	Theft Shoplifter	0
Drug Complaint	10	Threat to Life	7
Drug Lab	0	Threatening Suicide	0
Escort	0	Tow Release	0
Fail to Return Comm Corrections	0	Traffic Hazard	79
Fight	1	Transport	0
Firearms Shots Fired	2	Trespassing	11
Foot Patrols	412	Traffic Stop	1271
Found / Lost Property	13	Unknown Call for Police	0
Found Person	0	VIN Check	58
Fraud Prescription	0	Wanted	4
Fraud / Deception	27	Warrant Service	4
Harassment	21	Weapons Complaint	2
Intoxicated Person	2	Welfare Check	47
Investigation	26	Total	5178

Westfield Police Department
March2023

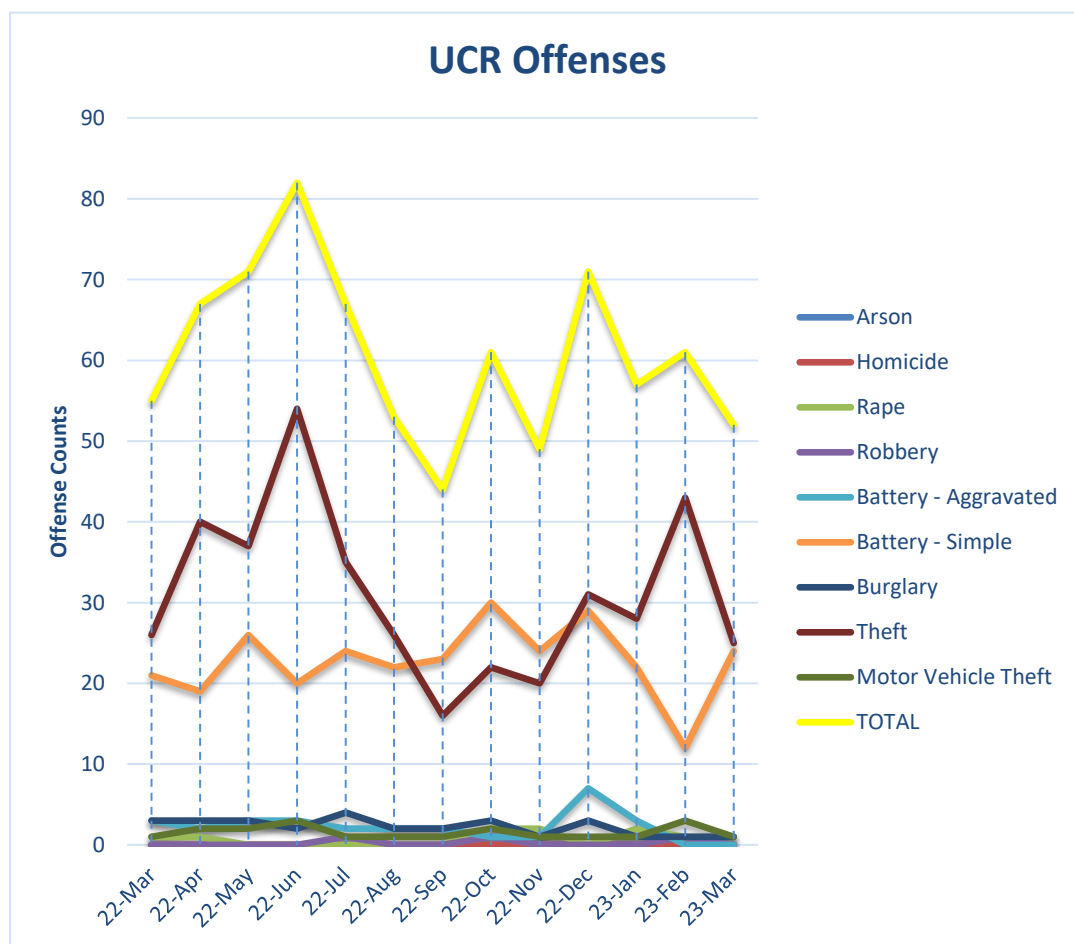


Westfield Police Department

March 2023

UCR OFFENSES

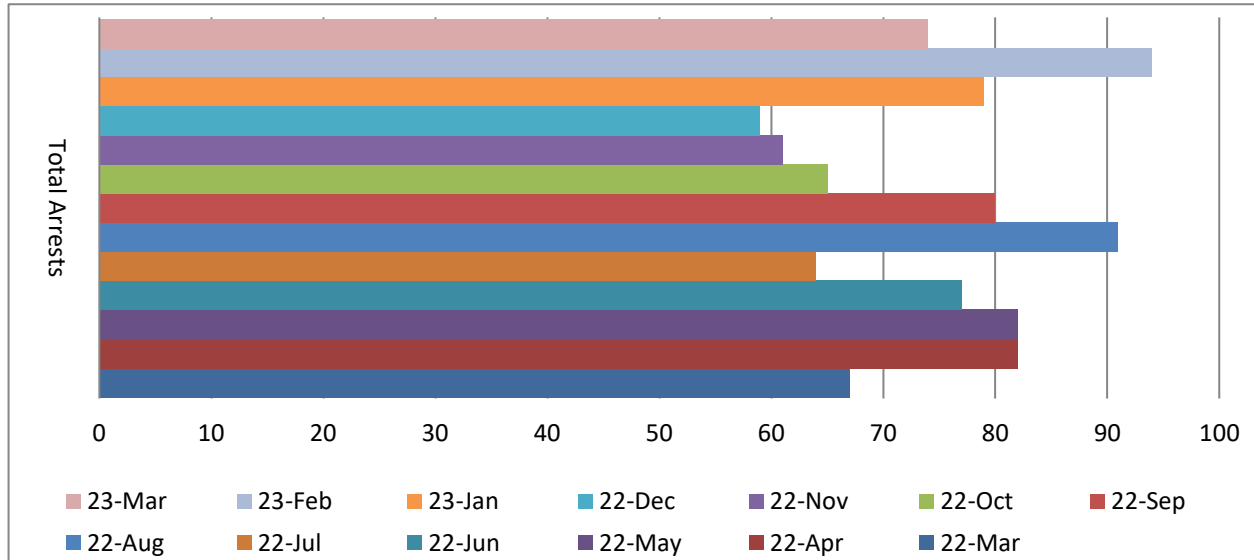
OFFENSE	22-Mar	22-Apr	22-May	22-Jun	22-Jul	22-Aug	22-Sep	22-Oct	22-Nov	22-Dec	23-Jan	23-Feb	23-Mar
Arson	0	0	0	0	0	0	0	0	0	0	0	0	0
Homicide	0	0	0	0	0	0	0	0	0	0	0	0	0
Rape	1	1	0	0	0	0	0	2	2	0	2	1	1
Robbery	0	0	0	0	1	0	0	1	0	0	0	1	0
Battery - Aggravated	3	2	3	3	2	2	2	1	1	7	3	0	0
Battery - Simple	21	19	26	20	24	22	23	30	24	29	22	12	24
Burglary	3	3	3	2	4	2	2	3	1	3	1	1	1
Theft	26	40	37	54	35	26	16	22	20	31	28	43	25
Motor Vehicle Theft	1	2	2	3	1	1	1	2	1	1	1	3	1
TOTAL	55	67	71	82	67	53	44	61	49	71	57	61	52



Westfield Police Department

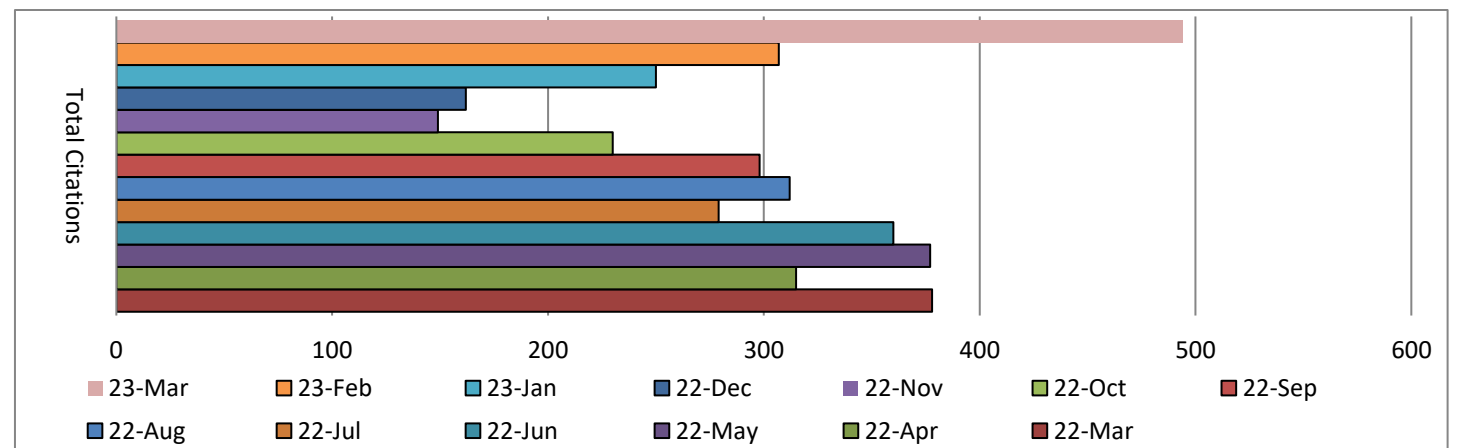
March 2023

Arrest Reports Taken	22-Mar	22-Apr	22-May	22-Jun	22-Jul	22-Aug	22-Sep	22-Oct	22-Nov	22-Dec	23-Jan	23-Feb	23-Mar
Alcohol/ Drug Related	26	28	36	39	22	35	28	21	23	20	27	16	16
Felony Charges	24	31	46	41	37	60	37	20	31	26	28	10	45
Misdemeanor Charges	80	95	99	100	68	114	101	85	83	65	98	82	82
Total Arrests	67	82	82	77	64	91	80	65	61	59	79	94	74



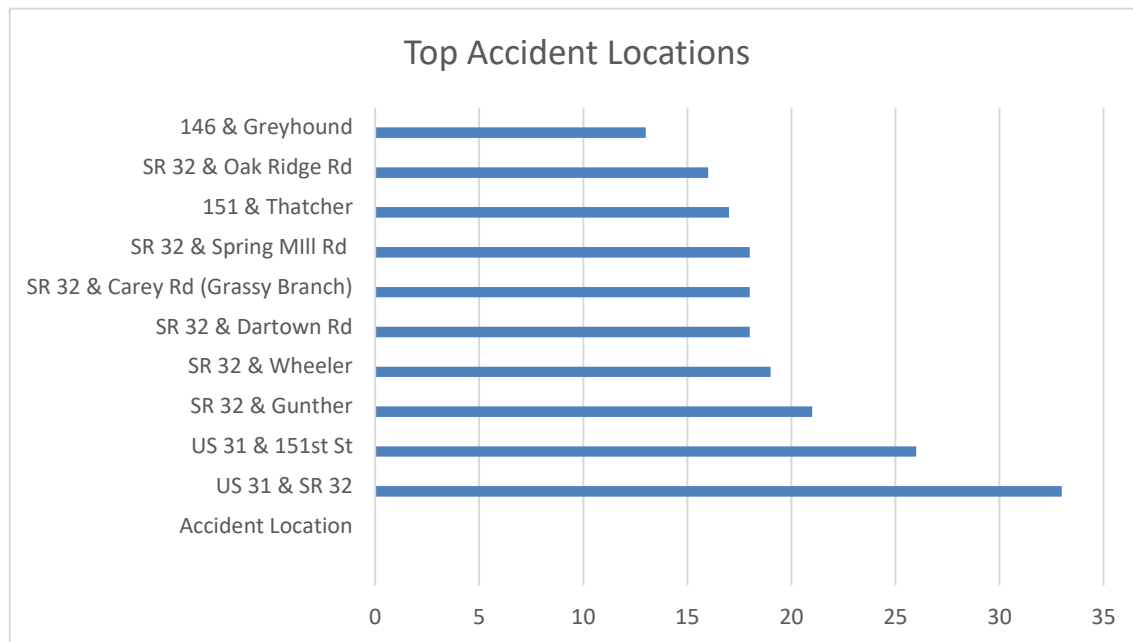
Traffic	22-Mar	22-Apr	22-May	22-Jun	22-Jul	22-Aug	22-Sep	22-Oct	22-Nov	22-Dec	23-Jan	23-Feb	23-Mar
Total Citations	378	315	377	360	279	312	298	230	149	162	250	307	494
Total Written Warning	1476	1178	1309	1218	1090	1442	1264	977	889	781	1130	1000	956
Total Traffic Accidents	62	61	63	96	76	84	71	94	65	77	67	54	74
Property Damage	55	53	55	88	70	69	62	82	58	64	60	43	64
Personal Injury	7	8	8	8	6	15	9	12	7	13	7	10	10
Fatality	0	0	0	0	0	0	0	0	0	0	0	1	0
Hit and Run*	7	6	4	14	9	5	7	8	10	8	10	6	11

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



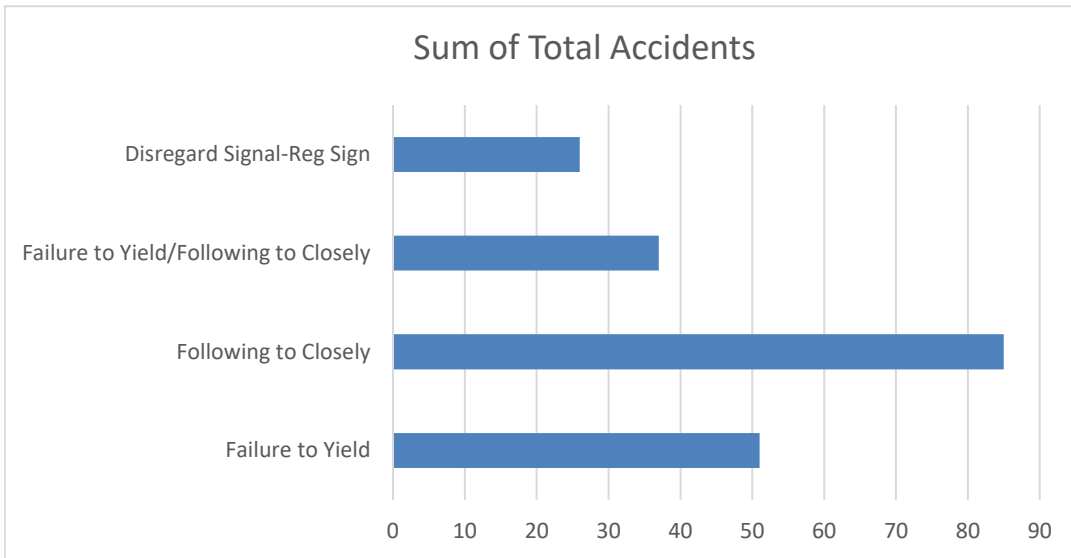
Westfield Police Department
March 2023

Top Accident Locations		
Accident Location	Total Accidents	Primary Cause
US 31 & SR 32	33	Following too Closely
US 31 & 151st St	26	Disregard Signal-Reg Sign
SR 32 & Gunther	21	Following too Closely
SR 32 & Wheeler	19	Failure to Yield/Following too Closely
SR 32 & Dartown Rd	18	Failure to Yield
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	16	Failure to Yield
146 & Greyhound	13	Following too Closely



Westfield Police Department
March 2023

Primary Cause	Sum of Total Accidents
Failure to Yield	51
Following to Closely	85
Failure to Yield/Following to Closely	37
Disregard Signal-Reg Sign	26



Westfield Police Department
March 2023

Community Events

3/21/23	Breakfast and Ride to School
3/21/23	Westfield Public Library Story Time with Westfield Police Officers
3/23/23	SEP Hosted Roll Call
3/23/23	Breakfast and Ride to School
3/24/23	Bear Den Meeting
3/29/23	Lunch with Oak Trace Elementary

PROFESSIONAL SERVICES TASK ORDER AGREEMENT

WSP Agreement No. - 185360 Task Order No. 29

This Task Order No. 29 is made and entered into this ____th day of _____, 2023, by and between the City of Westfield with offices at 2706 East 171st Street, Westfield, IN 46074 (hereinafter called the "Client"), and WSP USA, Inc. (formerly Parsons Brinckerhoff, Inc.) a New York corporation, with offices at 115 W. Washington Street, Suite 1270S, Indianapolis, In 46204 (hereinafter called "WSP").

WITNESSETH

WHEREAS, the parties entered into a Professional Services Agreement on February 11, 2014 (hereinafter called the "Agreement") to provide Right of Way (ROW) Management services on a task order basis;

WHEREAS, the Client has determined the need for WSP to perform certain Services;

NOW, THEREFORE, for the consideration hereinafter set forth, the parties do mutually agree as follows:

1. **Scope of Services**

WSP shall perform the Services and provide the deliverables as set forth below:

Right of Way Acquisition Services for 191st Street from Grand Park Blvd. to Tomlinson Road with a total of 8 parcels. These services shall include: right-of-way management, appraising, and buying.

2. **Schedule**

WSP shall provide the services stated above in accordance with a schedule set forth below:

Appraisal Problem Analysis -	10 days from Appraiser Notice to Proceed
Appraising –	90 days from Appraiser Notice to Proceed
Review Appraising -	14 days from Appraiser Notice to Proceed
Buying –	35 days from Buyer Notice to Proceed

PROFESSIONAL SERVICES TASK ORDER AGREEMENT

3. Compensation

The Client shall compensate WSP for the performance of the services stated above, on a unit rate basis, based on actual number of parcels managed and procured by WSP and the unit price rates provided herein for an estimated total amount of \$101,610.00.

Title	Unit Rate per parcel	# of parcels	Total Cost
Right-of-Way Management	\$1,310	8	\$10,480
Appraisal Problem Analysis	\$270	8	\$2,160
Appraisal – Value Finding	\$2,055	1	\$2,055
Appraisal – Short Form	\$4,710	3	\$14,130
Appraisal – Long Form	\$4,815	4	\$19,260
Second Appraisal – Value Finding (if needed)	\$2,055	1	\$2,055
Second Appraisal – Short Form (if needed)	\$4,710	3	\$14,130
Second Appraisal – Long Form (if needed)	\$4,815	4	\$19,260
Buying - Permanent	\$2,160	8	\$17,280
Document Recording	\$100	8	\$800

4. Both parties agree that this Task Order No. 29 shall be made part of the Agreement between Client and WSP, and except as amended herein, all terms, covenants and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, this Task Order No. 29 has been executed by Client and WSP, effective from the day and year first written above.

City of Westfield

Signature

Johnathon Nail
Director of Public Works

WSP USA, Inc.

Signature

Jeff Hill
Director-Local Business Leader