



CITY OF WESTFIELD, IN
Board of Public Works_Meeting_Agenda_02_24_2021

Wednesday, February 24, 2021 at 01:00 PM

BOARD OR COMMISSION: Board of Public Works and Safety

MEETING DATE: Wednesday, February 24, 2021 at 01:00 PM

MEETING PLACE: Westfield Public Works- Large Conference Room

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

AGENDA ITEMS

Meeting Minutes Consideration for Approval

Action Item #1:

Approval of January 27, 2021 Meeting Minutes

Documents: [January 27, 2021 Meeting Minutes](#)

Bid Approval

NONE

Construction Standards & Specifications Changes

NONE

Change Orders

NONE

Contracts/Agreements

Action Item #2:

GAI Consultants & City of Westfield - 171st & Carey RAB Supplemental No. 1

Documents: [GAI Supplemental #1](#)

Committee Appointment Approvals

Action Item #3:

Station 81 Relocation Project - Technical Review Committee Members

Station 81 Relocation Project - Advisors to the Technical Review Committee

Documents: [Committee Members](#)

Quotes

Action Item #4:

Signworks & City of Westfield - Bi-Annual Review & Inspection - Totem & Bridge Gateway

Documents: [Quotation](#)

Permit Approval

Action Item #5:

Encroachment Application: Duke Energy - Along Oak Road from 161st Street to Maple Ridge Road

Documents: [Encroachment Application](#)

Consent Agenda

Conflict of Interest - Abney

Documents: [COI Abney](#)

WPD - Approval to promote Officers Devon Cornwell, Michael Wheeler, Charles Nichols and Song Kang, to the rank of Sergeant

WPD - Approval to give three conditional offers of employment. Names provided during the meeting.

Right of Entry Agreement – City of Westfield & White Construction

Documents: [Right of Entry Agreement](#)

February Bond Information

Documents: [February Bond List](#)

Department Reports

Fire

Documents: [WFD 2020 Report](#)

Police

Documents: [WPD Jan 2021 Report](#)

Public Works

THE WESTFIELD BOARD OF PUBLIC WORKS AND SAFETY January 27, 2021

The Westfield Board of Public Works and Safety met on January 27, 2021 via conference call. Present were Randy Graham, Mayor Cook, Kim Strang, Deputy Clerk and Chou-il Lee, representing legal counsel.

Randy Graham called the meeting to order at 1:00 PM

AGENDA ITEMS:

Action Item #1: Meeting Minutes Consideration for Approval:

Randy Graham made the motion to approve the December 9, 2020 meeting minutes as presented. Mayor Cook seconded. Vote: Yes-2; No-0. Motion carries.

Jim Ake joined the meeting at 1:01 PM

CONTRACTS/AGREEMENTS

Action Item #2: Puddle Jumpers & City of Westfield-Stormwater Maintenance 2021-Professional Consulting Agreement

Johnathon Nail presented stated this contract renews the 2020 contract that keeps the City compliant with Best Standard Practices. Puddle Jumpers will maintain locations within the city's storm maintenance areas, which will be agreed upon by both parties. Contract has a not to exceed amount of \$46,375.

Mayor Cook made the motion to approve the contract contingent upon counsel review and updating language. Randy Graham seconded. Vote: Yes-3; No-0. Motion carried.

Action Item #3: A&F Engineering & City of Westfield-2021 On-Call Contract

Johnathon Nail presented stating this would re-up the contract with A & F to provide small traffic related studies on a as needed basis. Contract has maximum of \$20,000 unless modified by the City.

Jim Ake made the motion to approve the contract contingent above legal language being added. Randy Graham seconded. Vote: Yes-3; No-0. Motion carried.

Action Item #4: A&F Engineering & City of Westfield-169th & Spring Mill Supplemental 1

Johnathon Nail presented stating this is for re-design work of the storm sewer system at 169th Street & Spring Mill Rd. The additional work shows justification for these modifications and A&F is requesting an additional \$18,320 for their services.

Mayor Cook made the motion to approve the supplemental request. Jim Ake seconded.
Vote: Yes-3; No-0. Motion carried.

Action Item #5: Lancaster 7 Right-of-Way Dedication

Johnathon Nail presented stating the right-of-way dedication will allow for the construction of a passing blister.

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

Action Item #6: Ray's 2021 Contract for Signature

Kristen Sparks presented stated that there will be a .12 per quarter increase in charges. Once the performance bond, certificate of liability and legal counsel has reviewed the contract, signing authority is requested by Kristen Sparks, director of guest services.

Randy Graham made a motion to approve the signing authority contingent upon receiving stated documents and counsel review. Jim Ake seconded. Vote: Yes-3; No-0. Motion carried.

Action Item #7: Christopher B. Burke Engineering & City of Westfield-2021 Stormwater On-Call Contract

Johnathon Nail presented stating this contract provides the city with stormwater management, water quality monitoring, and MS4 program compliance. The on-call contract has a not to exceed of \$20, 000.

Mayor Cook made the motion to approve the contract contingent upon legal language being added by counsel. Jim Ake seconded. Vote: Yes-3; No-0. Motion carried.

Action Item #8: Paul I. Cripe & City of Westfield-New Fire Station #81 & Administration Offices, 17001 Ditch Road

Todd Burtron presented stating this engages Cripe to design-build the 32,000 sq. ft. fire station (#81) and administrative offices on six acres located on Ditch Rd.

Randy Graham made the motion to approve the contract with added legal language.
Jim Ake seconded. Vote: Yes-3; No-0. Motion carried.

PERMIT APPROVAL

Action Item# 10: Encroachment Permit: Duke Engery-17000 Spring Mill Road @169th St Existing Electric Relocation

Adam Essex presented stating this would relocated five (5) existing poles and add two (2) additional poles at the backside of the ROA.

There was additional discussion. Mayor stated he would like these agreements to have penalties if not completed by specified date.

Mayor Cook made the motion to approve the encroachment permit. Jim Ake seconded.
Vote: Yes-3; No-0. Motion carried.

CONSENT AGENDA:

WSP & City of Westfield-Reconstruction of Little Eagle Creek from 146th Street to Shelborne Road

January Bond Information

Randy Graham made the motion to approve the consent agenda. Jim Ake seconded.
Vote: Yes-3; No-0. Motion carried.

DEPARTMENT REPORTS:

Fire-

Police-

Public Works- Jeremy Lollar

With no further business Randy Graham made the motion to adjourn. Mayor Cook seconded.
Vote: Yes-3; No-0. Motion carried. The meeting was adjourned at 1:41 PM

Deputy Clerk-Treasurer

Board of Public Works and Safety



**City of Westfield Fire Department
Board of Public Works & Safety Report
2020 Report**

Contact: Fire Chief

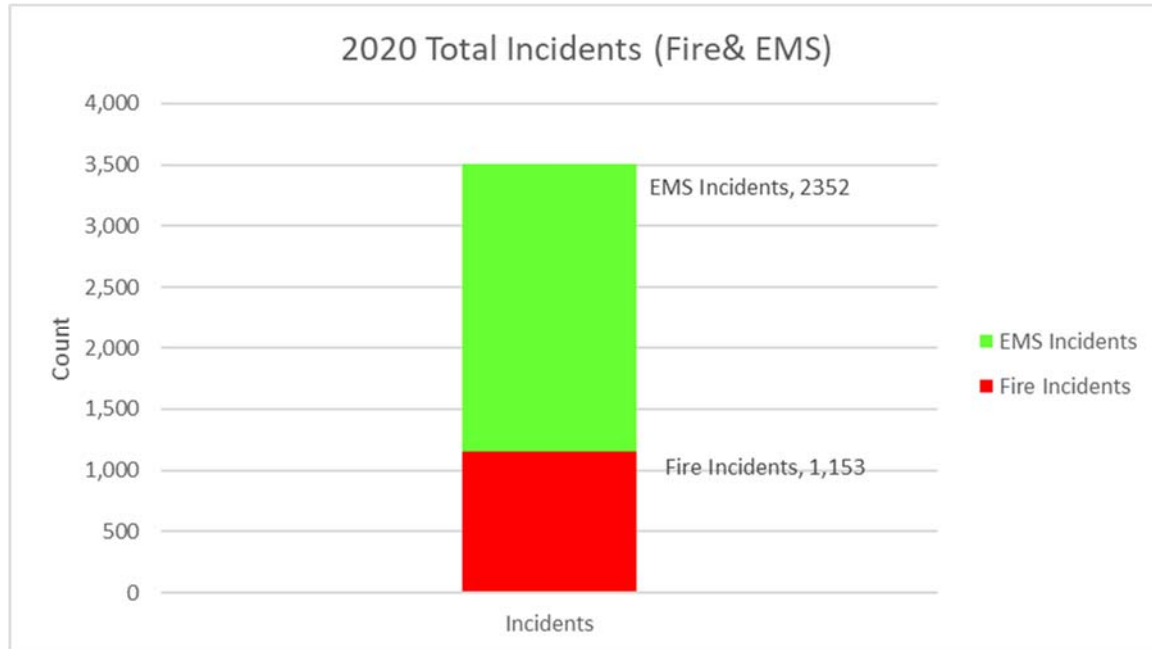
Marcus Reed

Or Nikki Hartman

804-3304



Westfield Fire, 2020 Incident Statistics



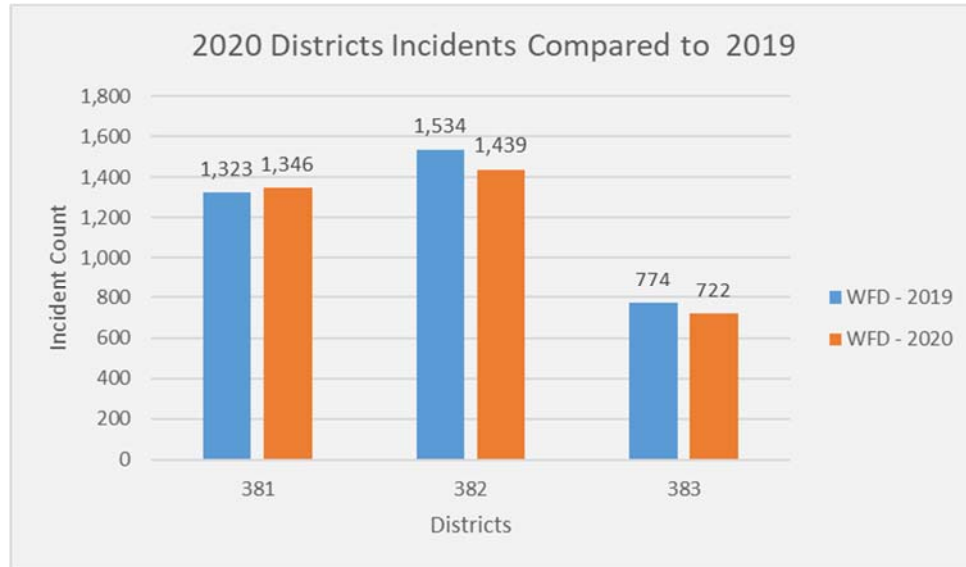
Incident Type	Incident Count	% of total Incident
Fire Incidents	1,153	33%
EMS Incidents	2352	67%
Total Incidents	3505	



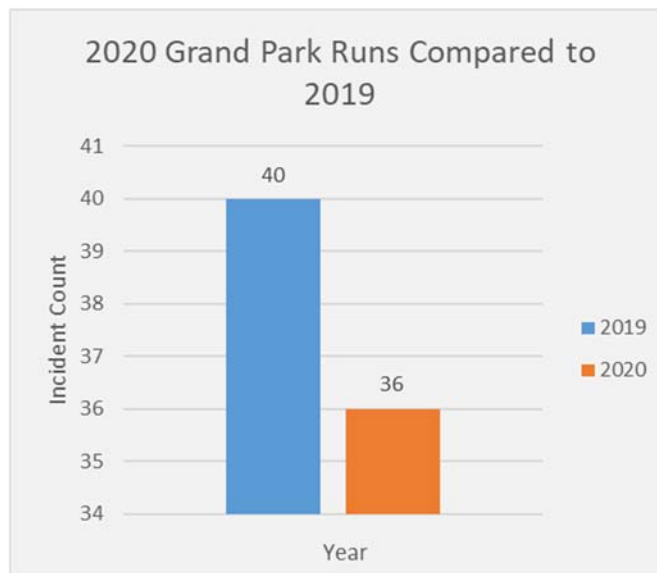
Property Loss	Total Pre-Incident Value	% of Property value saved
1204900	24668020	95.12%



Westfield Fire, 2020 Incident Statistics



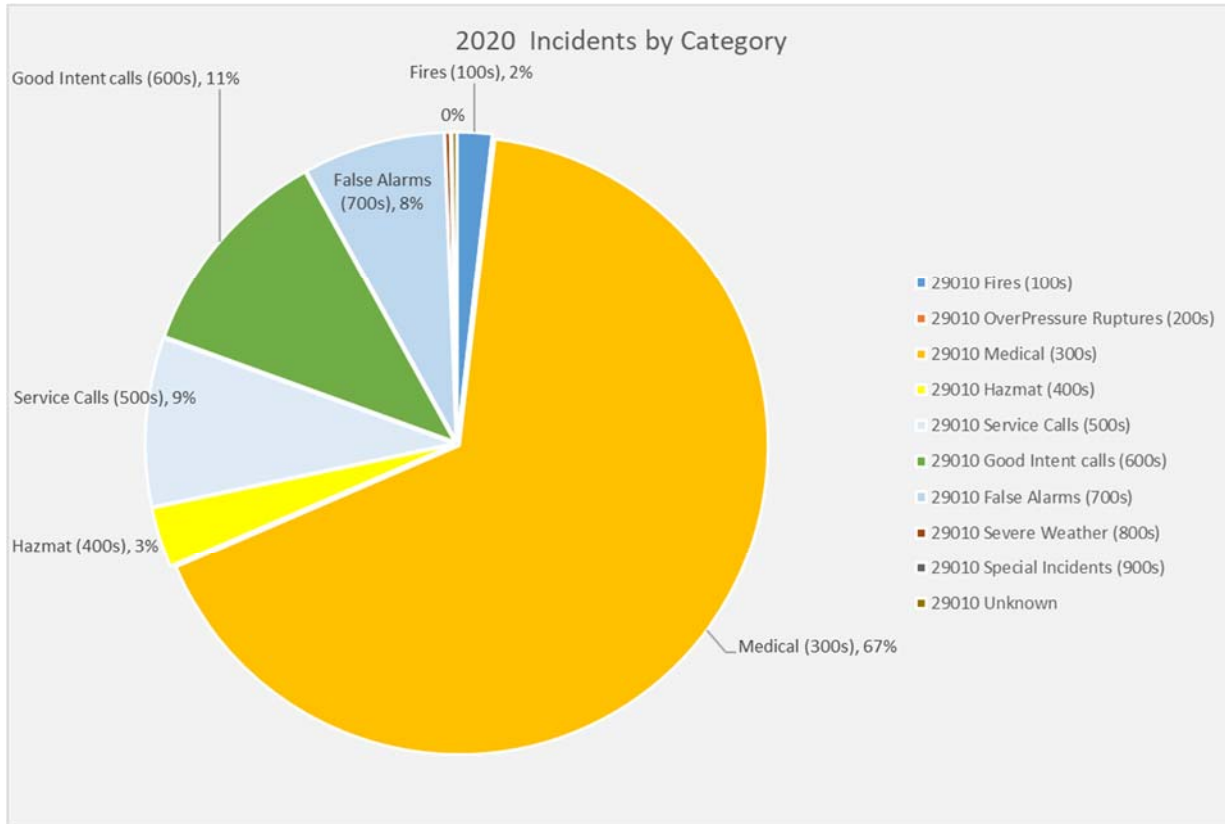
Districts	2019	2020	Increase/ decrease	% increase /%decrease
381	1,323	1,346	23	2%
382	1,534	1,439	-95	-6%
383	774	722	-52	-7%



2019 Incident Calls	2020 Incident Calls	Change	% Change
40	36	-4	-10%



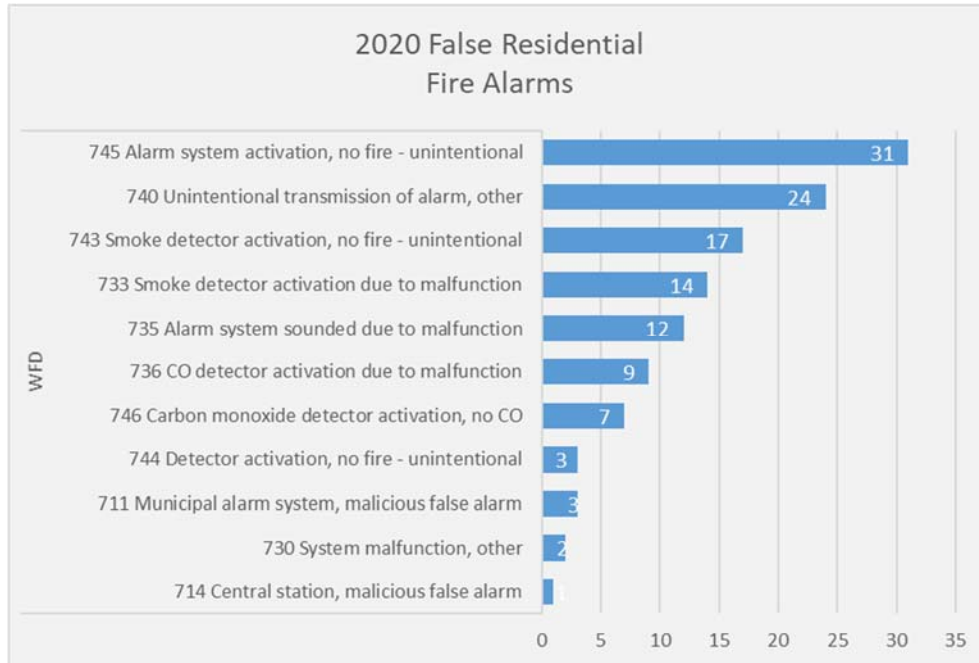
Westfield Fire, 2020 Incident Statistics



Call Type	Incident Count	% of total calls
Medical	2352	66.69%
Good Intent	403	11.43%
Service Calls	311	8.82%
False Alarm	262	7.43%
Hazmat	112	3.18%
Fires	64	1.81%
OverPressure	1	0.03%
Special Incidents	3	0.09%
Unknown	9	0.26%
Sever Weather	10	0.28%
Total	3527	



Westfield Fire, 2020 Incident Statistics False Residential Fire Alarm Calls



123 Residential Alarms

False Commercial Fire Alarm Calls

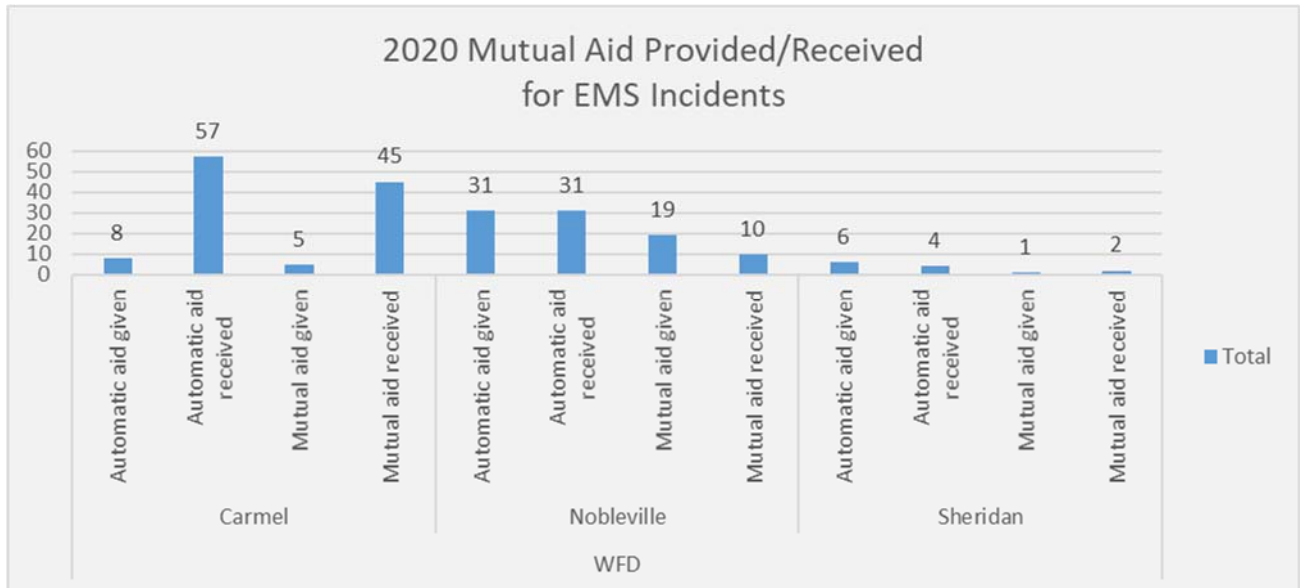


139 Commercial False Alarms



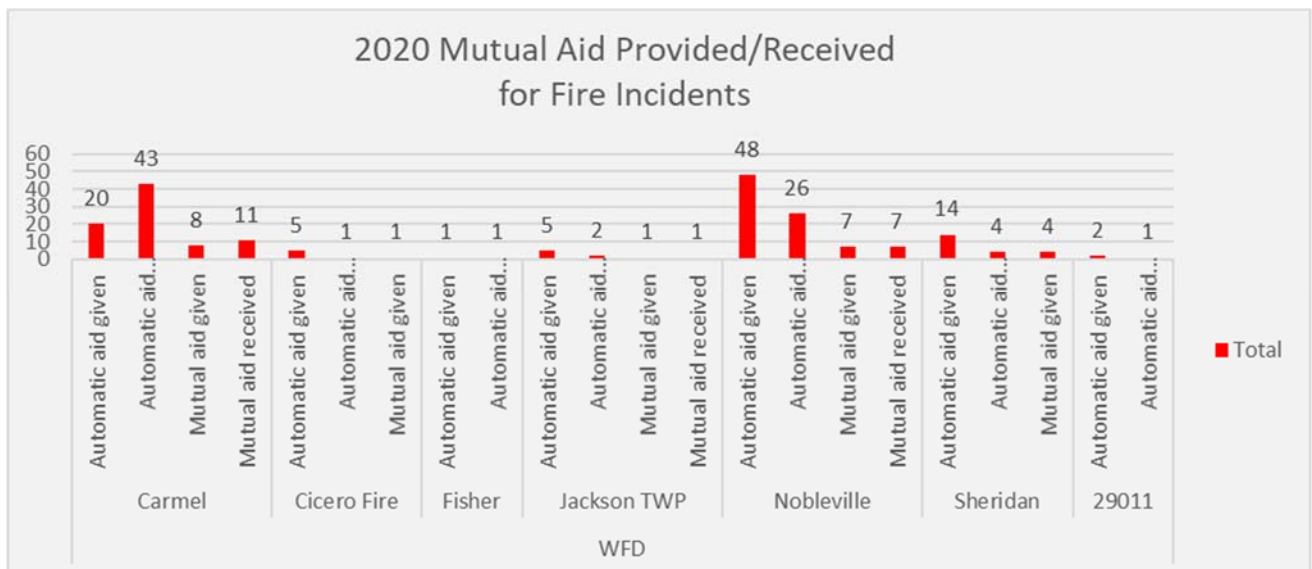
Westfield Fire, 2020 Incident Statistics

Mutual Aid data
EMS



Total 215

Mutual Aid Data
Fire Incidents

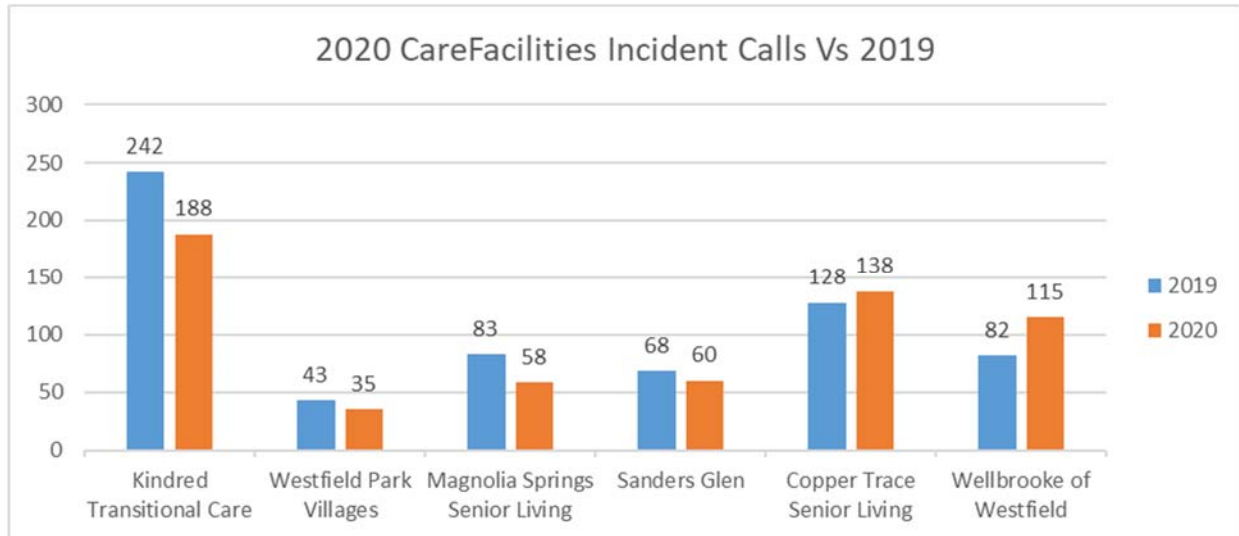


Total 179



Westfield Fire, 2020 Incident Statistics

Care Facility



Westfield Police Department

Monthly Performance Measures Report



Board of Public Works & Safety

January 2021

Table of Contents

	Page
Field Activity Performance Measures	
a) Events by Nature	1
b) Events by Incident Type	2
c) UCR Offenses	3
d) Arrests & traffic	4
e) Top Accident Locations	5

Westfield Police Department

January 2021

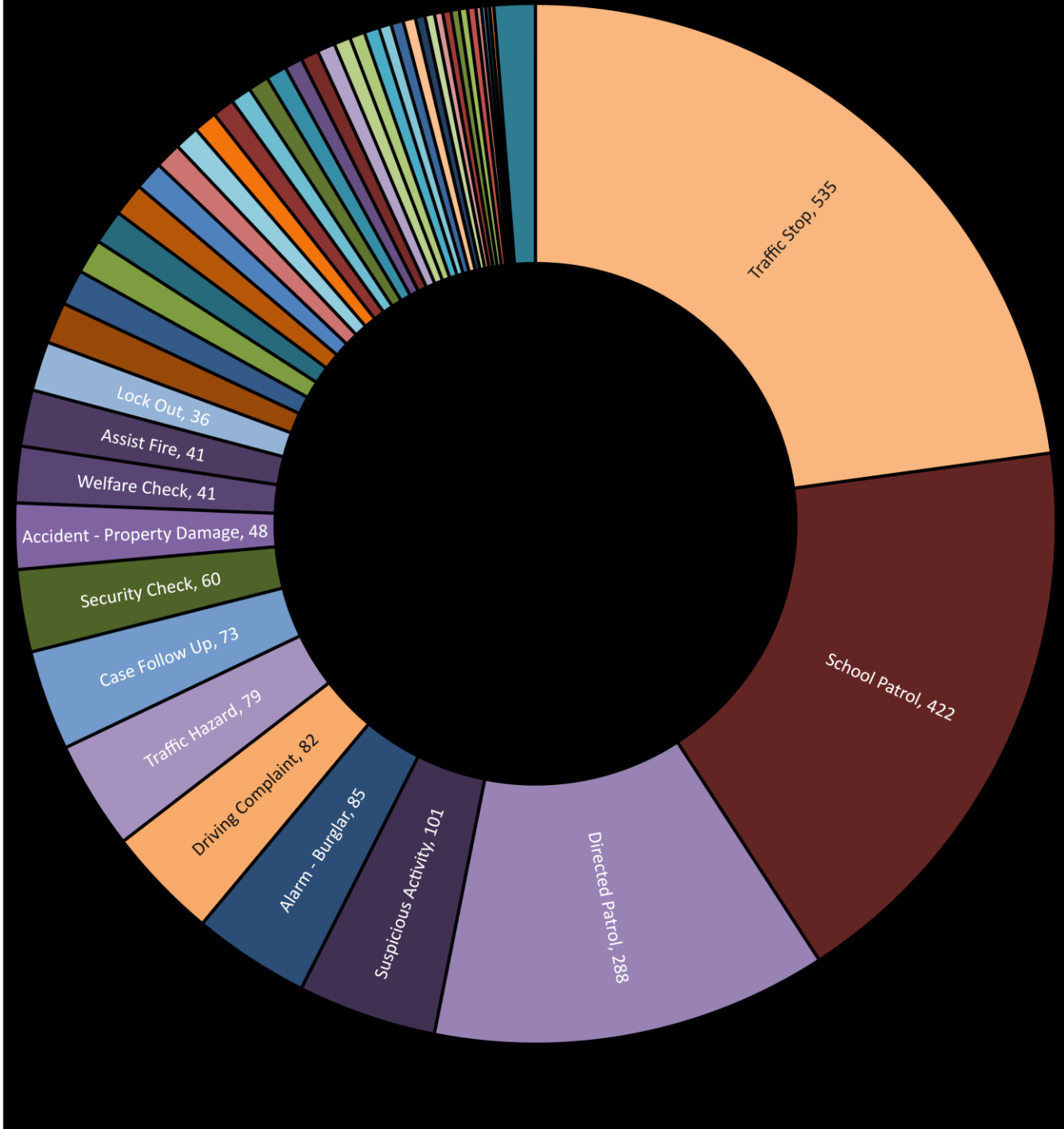
Events by Nature

Incident Type	Count
911 Hang Up	21
Abandoned Vehicle	6
Abandonment	0
Abuse / Neglect	2
Accident - Hit & Run PD	6
Accident - Hit & Run PI	0
Accident - Other	2
Accident - Property Damage	48
Accident - Personal Injury	11
Accident - Sinking Vehicle	0
Accident - Unknown	1
Accelerator Stuck	0
Active Assailant	0
Alarm - Other	3
Alarm - Vehicle	0
Alarm - Burglar	85
Alarm - Hold Up	13
Animal Bite / Attack	1
Animal Complaint	15
Assist Fire	41
Assist Other Department	25
Assist Public	24
Battery	2
Bomb Device Found	0
Bomb Threat	0
Burglary	2
Carjacking	0
Case Follow Up	73
Child Seat Inspection	0
Civil Dispute	19
Criminal Mischief	11
Damage to Property	0
Death Investigation	0
Directed Patrol	288
Disturbance	15
Driving Complaint	82
Drug Complaint	9
Drug Lab	0
Escort	0
Fight	0
Firearms Shots Fired	0
Found / Lost Property	6
Found Person	0
Fraud Prescription	0
Fraud / Deception	25
Harassment	13
Intoxicated Person	2

Investigation	15
Juvenile Complaint	17
K9 Detail	2
Kidnapping	0
Lock Out	36
Loud Party	1
Mental Emotional - Violent	6
Mental Person	7
Miscellaneous	13
Missing Person	2
Missing Person - PLS	0
Nuisance	2
Ordinance Misc.	18
Parking Complaint	9
Physical Disturbance	7
Product Contamination	0
Reckless Activity	0
Road Rage	1
Robbery	2
Runaway	1
School Patrol	422
Security Check	60
Sex Offense	2
Shooting	0
Solicitor	0
Special Detail	1
Stabbing	0
Suicide	0
Suspicious Activity	101
Suspicious Package	0
Test	3
Theft	30
Theft - From a Vehicle	3
Theft - of a Vehicle	0
Threat to Life	4
Threatening Suicide	2
Tow Release	12
Traffic Hazard	79
Transport	0
Trespassing	9
Traffic Stop	535
Unknown Call for Police	0
VIN Check	26
Wanted	2
Warrant Service	16
Weapons Complaint	6
Welfare Check	41
Total	2344

WESTFIELD POLICE DEPARTMENT
January 2021

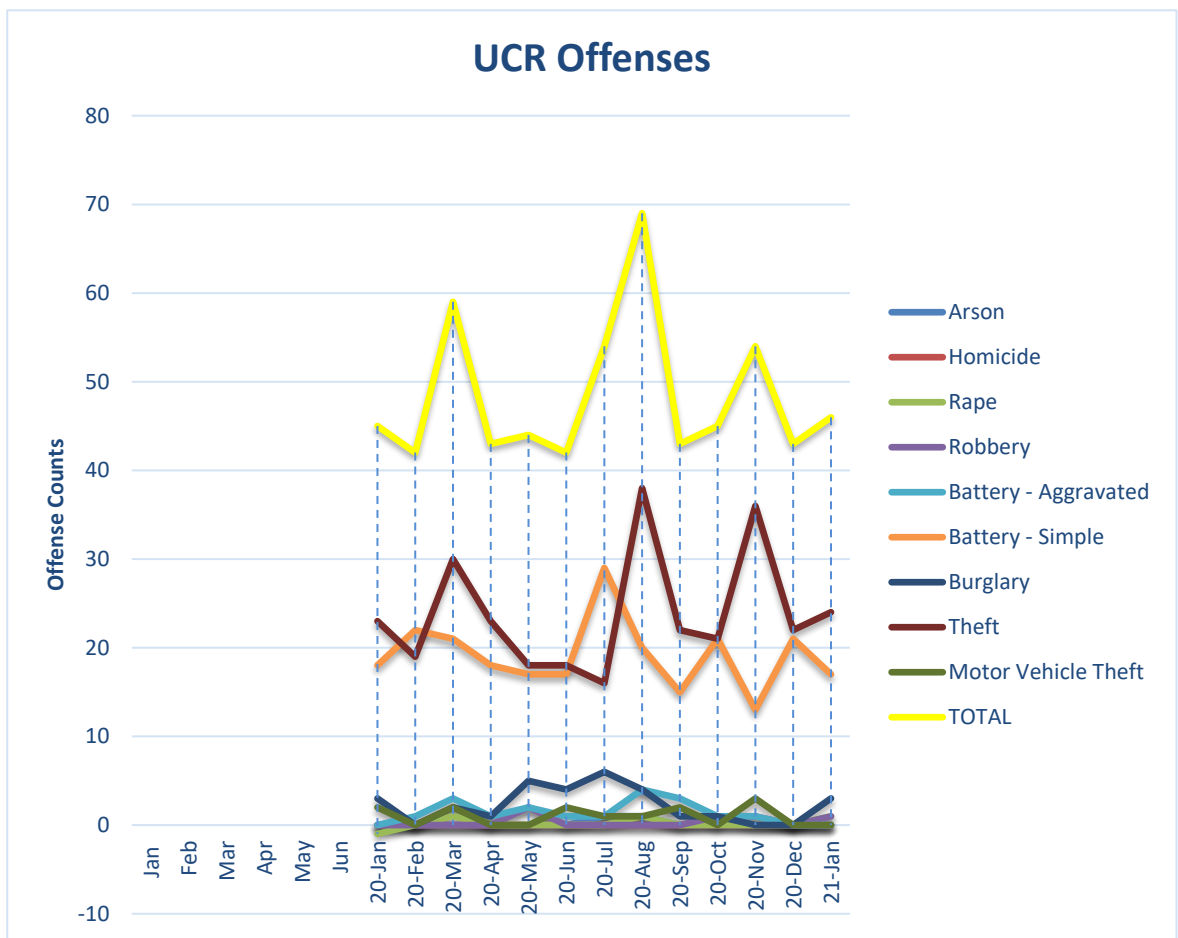
Monthly Events by Incident Type
January 2021



Westfield Police Department
January 2021

UCR OFFENSES

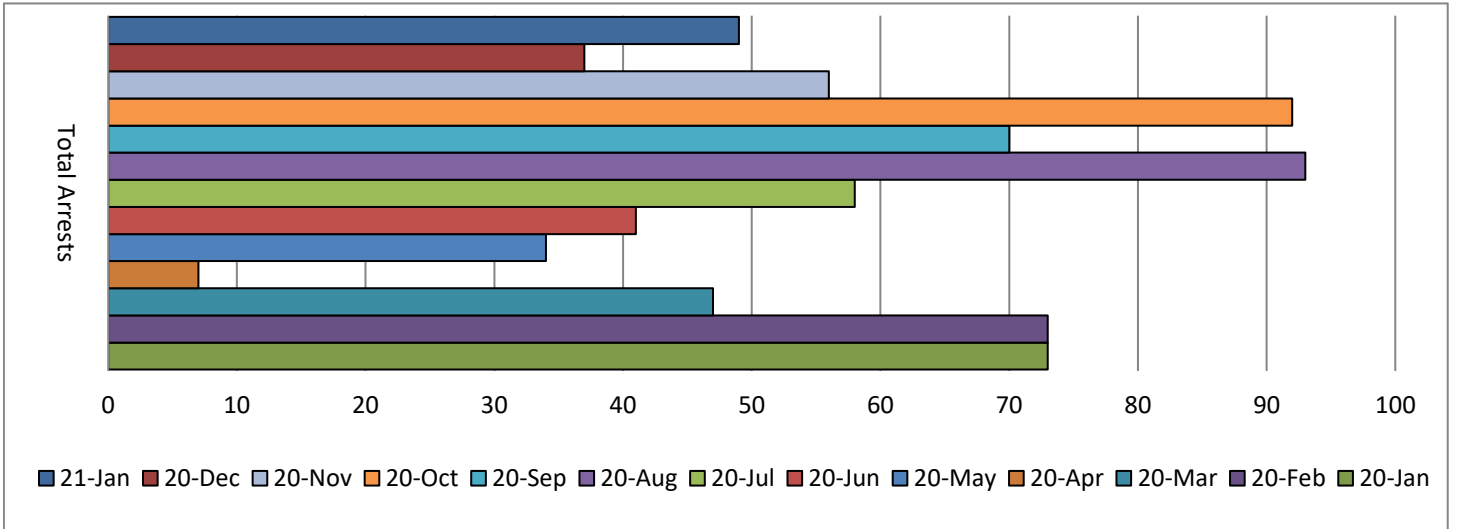
OFFENSE	20-Jan	20-Feb	20-Mar	20-Apr	20-May	20-Jun	20-Jul	20-Aug	20-Sep	20-Oct	20-Nov	20-Dec	21-Jan
Arson	0	0	0	0	0	0	1	1	0	0	0	0	0
Homicide	0	0	0	0	0	0	0	0	0	0	0	0	0
Rape	-1	0	1	0	0	0	0	1	0	0	0	0	1
Robbery	0	0	0	0	2	0	0	0	0	1	1	0	1
Battery - Aggravated	0	1	3	1	2	1	1	4	3	1	1	0	0
Battery - Simple	18	22	21	18	17	17	29	20	15	21	13	21	17
Burglary	3	0	2	1	5	4	6	4	1	1	0	0	3
Theft	23	19	30	23	18	18	16	38	22	21	36	22	24
Motor Vehicle Theft	2	0	2	0	0	2	1	1	2	0	3	0	0
TOTAL	45	42	59	43	44	42	54	69	43	45	54	43	46



Westfield Police Department

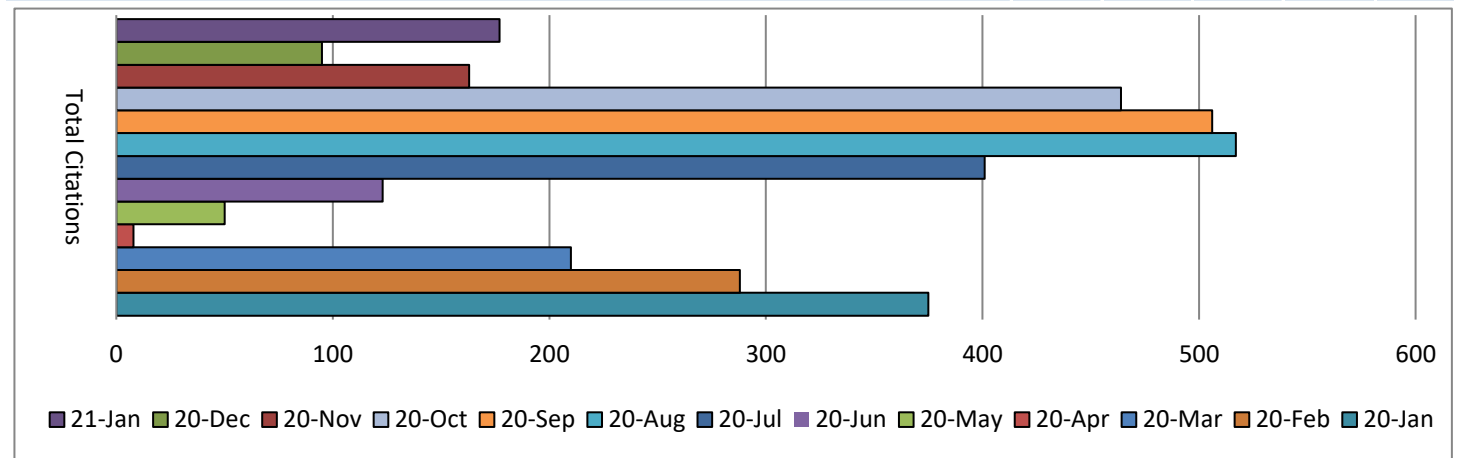
January 2021

Arrest Reports Taken	20-Jan	20-Feb	20-Mar	20-Apr	20-May	20-Jun	20-Jul	20-Aug	20-Sep	20-Oct	20-Nov	20-Dec	21-Jan
Alcohol/ Drug Related	17	20	20	1	8	18	20	25	17	34	18	18	26
Felony Charges	19	15	21	2	13	23	36	34	41	36	22	19	29
Misdemeanor Charges	63	80	79	9	35	79	78	99	67	104	48	41	71
Total Arrests	73	73	47	7	34	41	58	93	70	92	56	37	49



Traffic	20-Jan	20-Feb	20-Mar	20-Apr	20-May	20-Jun	20-Jul	20-Aug	20-Sep	20-Oct	20-Nov	20-Dec	21-Jan
Total Citations	375	288	210	8	50	123	401	517	506	464	163	95	177
Total Written Warning	1408	1119	612	25	143	350	768	961	1224	1092	426	193	558
Total Traffic Accidents	53	45	39	25	39	58	50	48	49	58	48	65	45
Property Damage	48	40	38	24	36	55	46	40	44	47	43	56	40
Personal Injury	5	5	1	1	3	3	4	8	5	11	5	9	5
Fatality	0	0	0	0	0	0	0	0	0	0	0	0	0
Hit and Run*	8	3	4	3	3	8	6	8	4	3	8	7	5

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



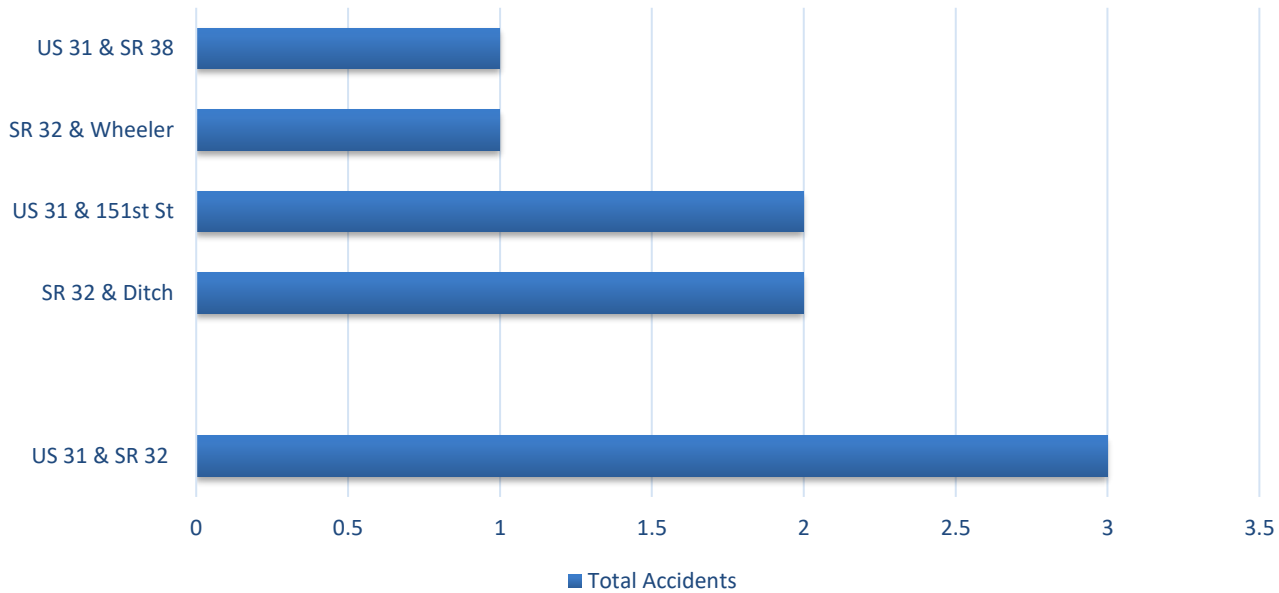
WESTFIELD POLICE DEPARTMENT

January 2021

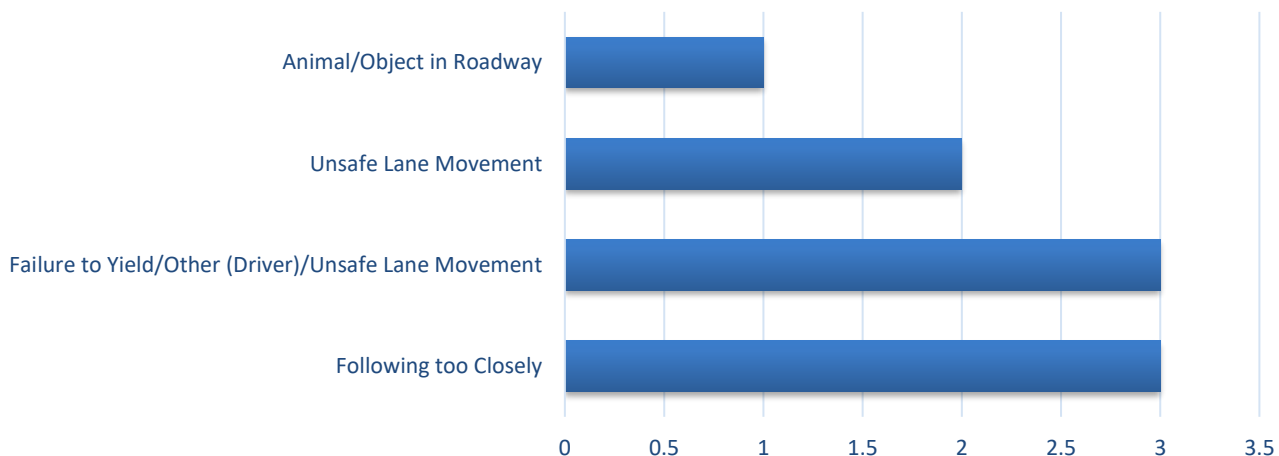
Top Accident Locations

Accident Location	Total Accidents	Primary Cause
US 31 & SR 32	3	Failure to Yield/Other (Driver)/Unsafe Lane Movement
SR 32 & Ditch	2	Following too Closely
US 31 & 151st St	2	Unsafe Lane Movement
SR 32 & Wheeler	1	Following too Closely
US 31 & SR 38	1	Animal/Object in Roadway

Top Accident Locations



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



UNIFORM CONFLICT OF INTEREST DISCLOSURE STATEMENT

Indiana Code 35-44-1-3

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 who is under the direct or indirect administrative control of the public servant; or receives a contract or purchase order that is reviewed, approved, or directly or indirectly administered by the public servant. "Dependent" means any of the following: the spouse of a public servant; a child, stepchild, or adoptee (as defined in I.C. 31-3-4-1) 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 I.C. 35-44-1-3. Care should be taken to review I.C. 35-44-1-3 in its entirety.

1. Name and Address of Public Servant Submitting Statement: Dewey Abney
14414 Crystal Creek Dr. Noblesville TN 46060
2. Title or Position With Governmental Entity: Patrol Officer
3. a. Governmental Entity: Westfield Police Department
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): Ultimate K9
owner - Julie Case
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):
Monthly K9 training (once per month) with Julie Case/Ultimate K9.
Changes will occur for each monthly training we attend.

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.):

My spouse Carissa Abney is employed with Ultimate K9.

(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 35-44-1-3; 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

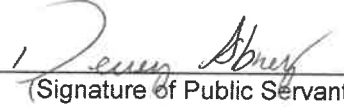
Office

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

Date of Action on Contract or Purchase

10. **Affirmation of Public Servant:** This disclosure was submitted to the governmental entity and accepted by the governmental entity in a public meeting to 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: 2/8/21

Within 15 days after final action on the contract or purchase, copies of this statement must be filed with 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 in which the governmental entity executed the contract or purchase. A copy of this disclosure will be forwarded to the Indiana State Ethics Commission.

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: Bill Ferrell 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: _____

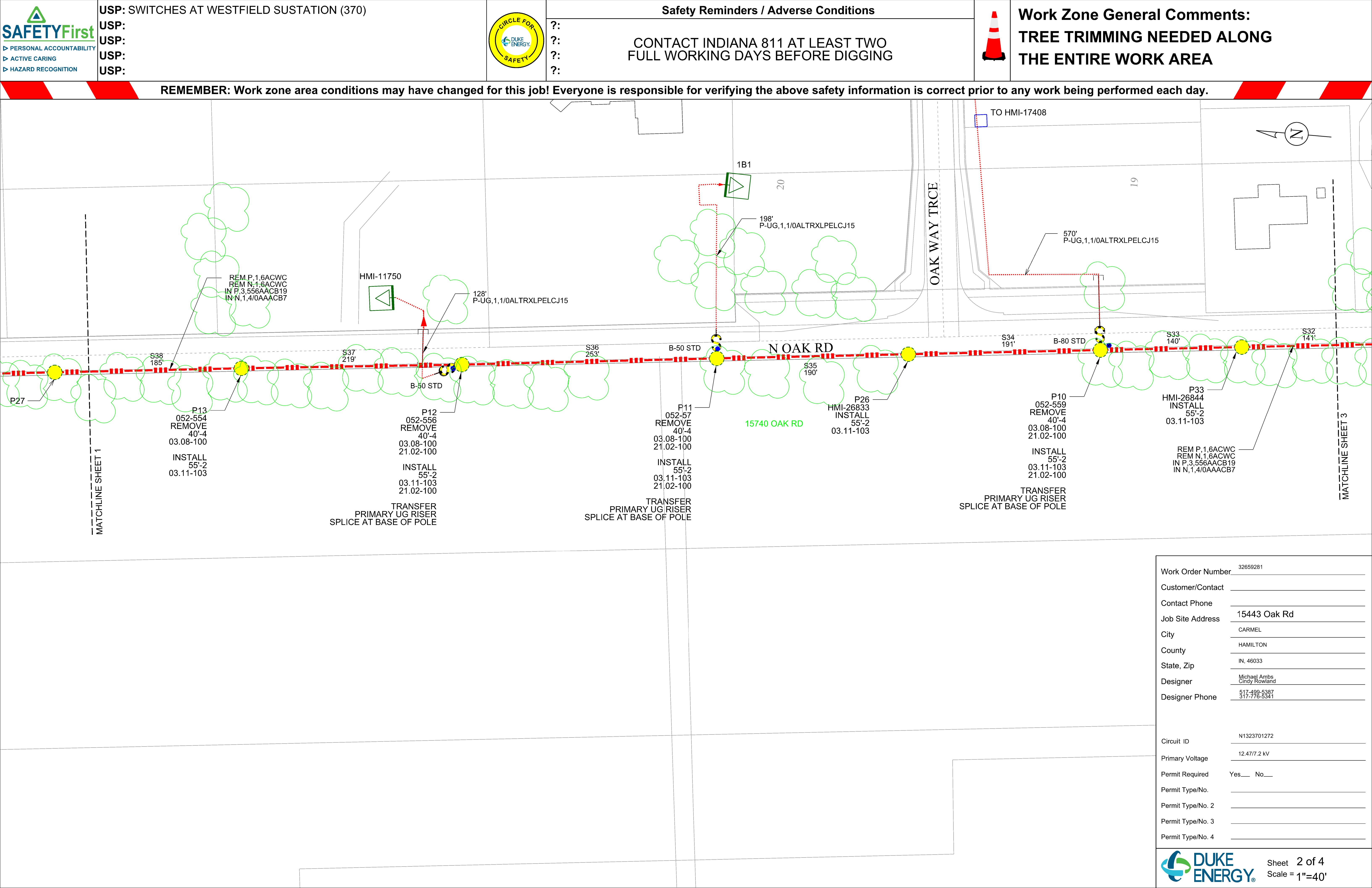
Steel Plates or other authorized substitute to be used? YES NO (If yes, refer to #4 above)

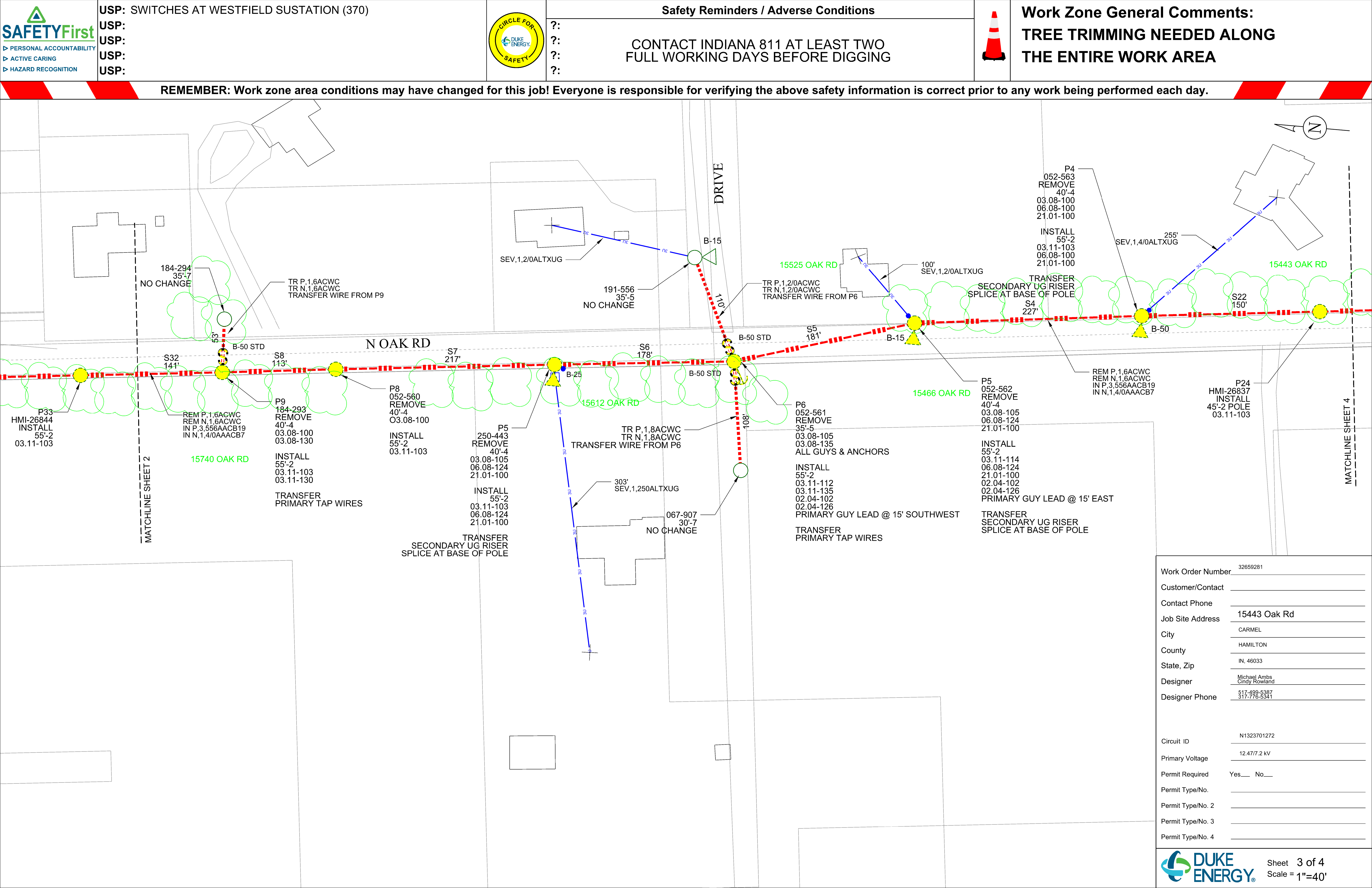
Type of materials and methods used to close or repair open cuts shall conform to Attachment A.
If another method has been pre-approved, please list below:

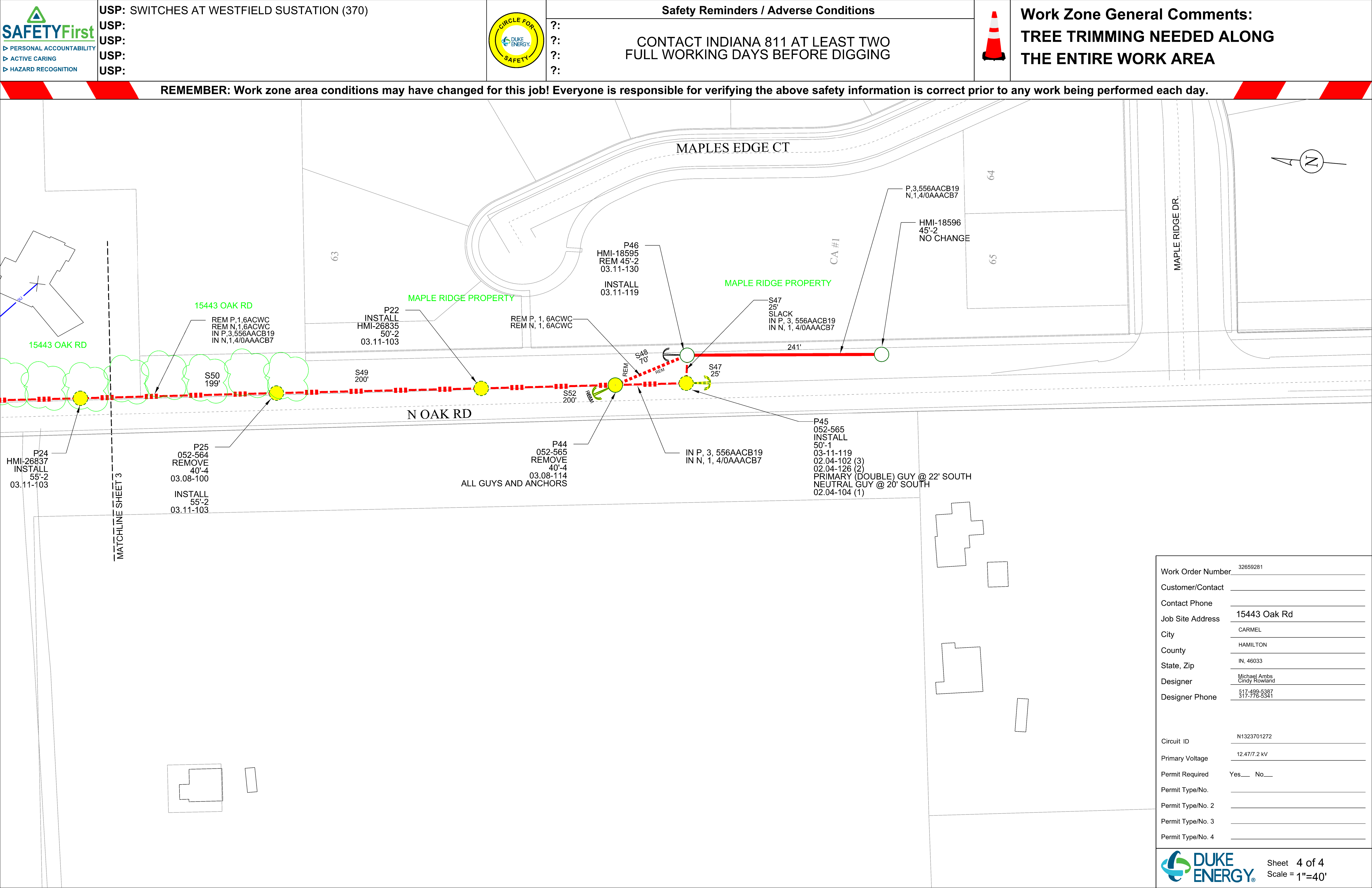
Director/or his representative

Project Manager/when applicable

Date Approved







Work Order Number	32659281
Customer/Contact	
Contact Phone	
Job Site Address	15443 Oak Rd
City	CARMEL
County	HAMILTON
State, Zip	IN, 46033
Designer	Michael Ambs Cindy Rowland
Designer Phone	517-499-5387 317-778-8341

Circuit ID	N1323701272
Primary Voltage	12.47/7.2 kV
Permit Required	Yes___ No___
Permit Type/No.	
Permit Type/No. 2	
Permit Type/No. 3	
Permit Type/No. 4	

Signworks, Inc.
5349 West 86th Street, Indianapolis, Indiana, 46268

SignworksThinks.com



Quote 6585

Review and Inspection Agreement

SALES REP INFO

QUOTE DATE

10/28/2020

QUOTE EXPIRY DATE

11/27/2020

TERMS

Net 45

ORDERED BY

City of Westfield
2728 E. 171ST Street
Westfield, IN, 46074

CONTACT INFO

Jeremy Lollar
jlollar@westfield.in.gov

#	ITEM	QTY	UOM	U.PRICE	TOTAL (EXCL. TAX)
1	Bi-Annual Review and Inspection for 146th Street Totem & Bridge Gateway	1	Unit	\$3,750.00	\$3,750.00

In an effort to proactively manage and maintain the investment in the 146th Street Gateway and to generally prevent any reasonable foreseeable repair, failure, or weakness in those elements a preventative maintenance review and inspection is recommended so that in the event of an issue it can be adjusted, repaired, or replaced prior to a more significant issue that may develop during the life of the elements.

Shall Include the review and visual inspection of the Westfield 146th Street Gateway, located South of 146th Street on US 31. The elements of the Gateway include the Totem, 5 Illuminated Sports Icons, and the Illuminated Lettering "Home of Grand Park"

We will review and make visual inspection of the following:

- Totem (Internal and External) structural mechanical fasteners for unusual wear, rust, or other apparent issue, such as loosening or wear.
- Bridge Mounted Hardware for visible signs of stress or wear that are unexpected or need attention, tightening, amendment, or replacement.
- Inspection of totem illuminated elements including transformers, connections, led issues.
- Inspection of visible LED issues on the illuminated lettering and sports icons.
- Inspection of Acrylic faces for cracks, fractures, or other wear.
- Review of illuminated element aiming and fasteners in the totem.

These reviews shall be conducted generally 6 months apart once in the fall/winter and once in the spring/summer. Repairs, adjustments, and cleaning of illuminated elements that can be completed with standardized parts or at the time of inspection

#	ITEM	QTY	UOM	U.PRICE	TOTAL (EXCL. TAX)
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will be completed and invoiced separately. If there are items that need immediate attention or appear to need repair in the near future which require additional fabrication or special order, they will be provided in the form of a list and estimate for approval.

This review will be conducted during off peak traffic hours and will not utilize any traffic control or management. Client approves this work to be completed without a formal traffic management plan or permits and is responsible for any issues arising from completing the authorized work from other governing authorities. If these items are later requested or required, it will be considered a change of scope. This agreement is for an initial term of 3 years, which shall be invoiced twice per year. The rate listed on this quote is for each bi-annual review, subsequent years are subject to reasonable annual increases. This agreement shall automatically renew in successive terms equal to the first unless notified in writing 60 days prior to the expiration. The effective date shall be the date of approval to commence the scope of services.

Please make all checks payable to: Signworks.

This Proposal may be withdrawn if not accepted within 30 days. By signing, Client accepts the Proposal for the Project and agrees to these terms and any addendums, exhibits, and attachments. There is a required deposit as specified and the balance is due in full on the day of installation unless prior and mutually agreed arrangements were made, in writing. In either case, interest will incur 1.75% per month beginning on the installation date. Payments made in person or over the phone are subject to a convenience fee of 3.5% of the total amount due, unless other arrangements are made at the time of sale or in advance. All products, services, signs, artwork, concepts, and sketches remain the exclusive property of Signworks, Inc. until purchased. The Client acknowledges that the Design Work and other documents prepared by the Company for this Project are instruments of professional services for use solely with respect to this Project and, unless otherwise provided, the Company shall be deemed the author of these documents and shall retain all common law, statutory, and other reserved rights, including the copyright. Any additional uses will require separate pricing. The Company will grant the Client a limited license to use the documents for completion of the current Project and for information and reference in connection with the Client's use and occupancy of the completed Project. The Company's Design Work and other documents shall not be used by the Client, or others on other projects or for additions to this Project, except by agreement in writing with the Company. The rights granted to Client are for usage of the Final Works in their original form only. Client may not crop, distort, manipulate, reconfigure, mimic, animate, edit, extract portions, intentionally alter the color of the Final Works, or otherwise create derivative works based on the Final Works. Upon completion of the Services, and expressly conditioned upon full payment of all fees and costs due, the Company grants to Client limited usage rights in the Final Works as set forth above. The Company retains all proprietary rights, including property ownership, intellectual property rights and Copyrights, in and to all Preliminary Works and Working Files, and Client shall return all Preliminary Works and Working Files in Client's possession upon request. The Company retains property ownership in any original artwork comprising Final Works. The Client agrees to pay all costs of collection in the event of default of payment and/or schedule of payments, including reasonable attorney fees and other collection costs. Client agrees to provide any existing art or logo files necessary for the construction of the requested Project and Services. Prices include standard time to manufacture and/or perform the scope of work under normal conditions utilizing standard materials and methods. Actual production time could differ depending on final order quantity, time submitted or other conditions. Please order and/or Schedule as far in advance as possible. A Rush Fee shall be incurred based on Client needs. The Client agrees that the Company shall not be liable for any delays in the delivery of products and services caused by any act outside the direct control of the Company including but not limited to; acts of God; adverse weather conditions, fire, tornado, wind, rain, strikes, lockouts and other labor difficulties; government controls, procedures or requirements; acts of suppliers of material or labor; acts or defaults of developers; acts or defaults of the Client. Such delays shall not serve as cause to cancel, amend or diminish any of the requirements of the Client under the terms of this Proposal. The Company does not guarantee a firm completion date and under no circumstances shall the Company be held liable in any manner for such delays or be obligated to provide or compensate the Client for said delays. The Client is responsible for any contingent signage arrangements, payments and storage space that may be needed as a result of any delays. Pricing is based on the Entire Combined Scope presented and are quantity dependent. Set up charges, if applicable, unless specified, are not included. Client requests for additional services such as storage, removal, proofs, plotting, engineering, wind load calculations, design, revisions, overnight shipping, and/or powder coating, will be billed depending on the Scope of Work. Any changes made during the shop drawing, submittal, or engineering phase may result in additional charges. Client will be billed on a time and material basis for any changes in scope. This includes the project not being ready when our team members are scheduled to be on site. Additional Reimbursable Travel Charges will be incurred if there are additional client requested, client required, and/or unplanned or irregular trips due to circumstances beyond our control. In the event that we are contracted to install sign products, and undisclosed, unknown, unforeseen, or unusual digging and/or mounting, installing, fastening, or hanging conditions are encountered, including conditions discovered or resulting from the removal of any existing signage or other materials, this contract is binding; however, an additional cost based on labor and materials, may be added to the above cost estimate. Sign and/or Graphic removal is considered a change in scope unless specifically itemized and provided, however unknown conditions are still considered a scope change. Client acknowledges and understands that any amount on this quotation for Permits and for Sales, Use or Privilege Taxes is merely an estimate and is subject to change at any time without notice. Sales, Use and Privilege Taxes will be calculated and charged based on the sale, installation, and delivery of the goods and services as determined by any applicable governing authorities or jurisdiction. Client accepts responsibility for and shall pay all Sales, Use, Privilege or other Third Party expenses, imposed on, in connection with, or measured by the transaction contemplated by this quotation in addition to the prices set forth on this document. Permit acquisitions, fines or fees attributable or applicable to this job are not included, nor are estimates guaranteed, and remain the responsibility of the Client. Client acknowledges and understands that all Products and Services provided are sold subject to the terms of the Express Limited Warranty Agreement, no other warranty or guarantee express or implied is applicable. We will provide a Certificate of Insurance upon request. The Company shall have the right to document, photograph or otherwise record all completed designs or installations of the Work, and to reproduce, publish and display such documentation, photographs, or records for promotional purposes, recognition of creative excellence or professional advancement, and to be credited with authorship of the Deliverables in connection with such uses. We price each project based upon acceptance of our standard terms and contract, if you submit your own contract to us we will review to make a determination of acceptance, however there may be a price increase.

Setup:	\$0
Shipping:	\$0
Misc. Charges:	\$0
Subtotal:	\$3,750.00
Sales Tax (0%):	\$0
Total:	\$3,750.00

SIGNATURE:

DATE:

SUPPLEMENTAL AGREEMENT NO.1

**City of Westfield
171st Street & Carey Road Roundabout**

This shall be considered Supplemental Agreement No. 1 and become an integral part of the Agreement between GAI Consultants, Inc. (Consultant), and the City of Westfield (LPA) for the engineering services for the 171st Street and Carey Road Roundabout in Westfield, Indiana project.

WHEREAS, on October 28, 2020, the LPA entered into an agreement with the Consultant to provide survey, roadway design, permit services, land acquisition, utility coordination, and construction plans and contract documents for the construction of an intersection conversion at the intersection of 171st Street and Carey Road; and

WHEREAS, it was discovered during verification of existing property lines and right-of-way lines; and after the completion of preliminary design, that no additional land rights would need to be acquired to construct the project; and

WHEREAS, it was discussed between the LPA and the Consultant that additional lighting elements should be included in the project to properly illuminate the intersection due to the changed intersection condition and non-traversable elements being constructed.

THEREFORE, the following shall be amended to or revised in the LPA-Consultant Contract:

SECTION 1.6 Right-of-Way

Replace Section 1.6 in its entirety with Section 1.6, attached.

SECTION 1.7 Lighting

Add Section 1.7, attached, after Section 1.6

COMPENSATION

Replace the Compensation Section in its entirety with Compensation, attached.

All other terms and conditions of the original Agreement shall remain in force.

IN WITNESS WHEREOF, the parties hereto have executed this Supplemental Agreement No. 2 to be effective on the date written below.

CONSULTANT
GAI Consultants, Inc.

LOCAL PUBLIC AGENCY
City of Westfield, Indiana

Scott F. Hornsby, Vice President

Johnathon Nail, City Engineer

1.6 Right-of-Way

The ROW activities of this section include all services necessary to secure purchase and transfer of each acquisition to the City. Based on the preliminary layout of the roundabout and impacted sidewalks, it is anticipated that three parcels could be impacted. However, this parcel count is based on a preliminary estimation of disturbed limits and existing ROW information from GIS and is subject to change based on the actual impact of the design and the verification of existing ROW during survey. Abstracting will be performed by Dodd Title Corporation. ROW engineering will be performed by Certified Engineering, Inc. Appraising and buying will be performed by RWS South, Inc. (see Exhibit B for subconsultant quotes). ROW management will be performed by RWS South, Inc. and GAI.

Current Services include:

- Abstracting – Provide Title and Encumbrance (T&E) reports for each parcel anticipated to be involved in the ROW acquisition, including a 20-year search for all mortgages, easements, liens, contract sales, judgments, other encumbrances, and the current legal owner. Abstracting for the three parcels will be started immediately after notice to proceed.
- ROW Engineering – Provide a metes and bounds legal description for each ROW parcel acquisition required for the Project. Provide a ROW parcel plat for each fee simple (permanent) ROW acquisition required for the Project.
- Staking – Proposed ROW will be located and staked prior to appraising to assist the appraiser and property owner in determining limits of property acquisition. The fee for staking assumes all properties are staked in one site visit.
- Appraising – Provide valuation services for waiver valuations and appraisals. Consultant will undertake all correspondence, complete all forms, and retain copies of all documentation that is needed to demonstrate the valuation process was completed. Valuation reports will conform to statutory and judicial determinations regarding non-compensable items. All valuation reports shall comply with the Uniform Standards of Professional Appraisal Practice, state law, or federal law.
- Buying – Make offers to acquire each parcel for the full offer amount, which has been established by the appraisals, and approved by the City as just compensation for the acquisition. The offer shall be made in a Uniform Land and Easement Acquisition Offer letter, which shall be given to each parcel owner in person or sent by certified mail with return receipt requested. The Consultant shall also provide the parcel owner a copy of the Valuation Report, together with the “Statement of the Basis for Just Compensation” that explains the offer amount that has been established.
- ROW Management – Administer, schedule, and coordinate all activities necessary to certify that ROW has been acquired and that the project is clear for construction letting.

The fee for Abstracting and ROW Engineering assumes that each parcel consists of one tax ID number. If any parcel contains contiguous sections with separate tax ID numbers, this will require separate legal descriptions and area calculations for each tax ID and will be invoiced as separate parcels.

2/12/2021 - Upon completion of preliminary plans including sidewalk and curb ramp revisions, it was discovered that all required construction was able to be contained within the existing right-of-way. Only the sight lines required for drivers approaching the roundabout would extend outside the existing right-of-way. There are currently no obstructions outside the existing right-of-way within these sight lines. It was discussed with the City Engineer that additional right-of-way would not need to be acquired to preserve the sight lines. The potential future placement of any sight restricting objects within the sight areas will be restricted by ordinance. Therefore, appraising, buying, and ROW Management services are no longer needed and will not be utilized in this project. Due to schedule, Abstracting and ROW Engineering were already completed for two of the parcels originally anticipated to be acquired, before it was known that right-of-way would not be needed. Staking will remain in the contract should it be required for utility relocations.

1.7 Lighting Design

Lighting design will be completed for the conceptual layout of adding one light to the north, west, and south approaches in the splitter islands. An existing light in the median of the east approach will also need to be moved slightly due to a potential conflict with the roundabout design geometry. Lighting design will consist of the following activities:

- Photometrics will be ran based on the layout of existing and proposed lights described above. Desired luminaires, poles, and mast-arms will be provided by the City.
- Mounting height and mast-arm length will be designed to meet lighting criteria of the NCHRP 672 based on the layout of existing and proposed lights described above.
- Electrical design including wiring, voltage drop calculations, and service point.
- Develop lighting detail sheets for lighting network layout, and special details.
- Coordinate type and location of service point with electric provider.
- Prepare quantities of all lighting elements and a construction cost opinion.

Compensation

The tables below outline our proposed fees for the services outlined herein for a total Not to Exceed Fee of \$175,970.

Section	Item	Fee Type	Original Fee	Amendment No. 1	Revised Contract Amount
1.1	Topographical Survey	Lump Sum	\$ 14,500.00	\$ 0.00	\$ 14,500.00
1.2	Road Design and Plans	Lump Sum	\$ 96,900.00	\$ 0.00	\$ 96,900.00
1.3	Utility Coordination	Lump Sum	\$ 8,800.00	\$ 0.00	\$ 8,800.00
1.4	Permits	Lump Sum	\$ 7,000.00	\$ 0.00	\$ 7,000.00
1.5	Construction Phase Services	NTE - Hourly	\$ 33,000.00	\$ 0.00	\$ 33,000.00
1.6	Right-of-Way (See Below)	NTE – Unit Rate	\$ 20,730.00	(\$ 11,460.00)	\$ 9,270.00
1.7	Lighting	Lump Sum	\$ 0.00	\$ 6,500.00	\$ 6,500.00
	TOTAL NTE				\$175,970.00

Notes:

Section 1.5: Performed hourly utilizing a multiplier of 3.0 on direct labor plus expenses.

Section 1.6: Right-of-Way fees per table below – services performed on a per parcel basis.

Section 1.6 Right-of-Way	Per Parcel Cost	Original Contract		Revised Contract	
		No. of Parcels	Total Fee	No. of Parcels	Total Fee
Title and Encumbrance Reports (20-yr search)	\$ 610.00	3	\$ 1,830.00	2	\$ 1,220.00
ROW Engineering	\$ 3,350.00	3	\$ 10,050.00	2	\$ 6,700.00
Staking	\$ 450.00	3	\$ 1,350.00	3	\$ 1,350.00
Appraisal (parcel 1)	\$ 900.00	1	\$ 900.00	0	\$ 0.00
Appraisal (parcel 2)	\$ 1,200.00	1	\$ 1,200.00	0	\$ 0.00
Buying	\$ 1,850.00	2	\$ 3,700.00	0	\$ 0.00
Recording	\$ 150.00	2	\$ 300.00	0	\$ 0.00
ROW Management	\$ 500.00	2	\$ 1,000.00	0	\$ 0.00
ROW Contingency Fee	\$ 200.00	2	\$ 400.00	0	\$ 0.00
TOTAL NTE			\$ 20,730.00		\$ 9,270.00



Westfield Fire Department

Preparation, Prevention, Response

Technical Review Committee Members

Owner Representative: Fire Chief, Marcus Reed

Owner Representative: Deputy Chief, Rob Gaylor

Owner Representative: Facilities Manager, Scott Shepard

Architect: Eric Beaman

Engineer: Doug Frick, MEP, CMTA

Advisors to the Technical Review Committee

Design-Build Consultant: Dan Rawlins, The Rawlins Group, LLC

Engineer: Jennifer Lasch, Civil Engineer

Signature

Date

Signature

Date

Signature

Date

RIGHT OF ENTRY

This Right of Entry has been executed this 11 day of February, 2021, by the City of Westfield, Indiana ("Grantor") and White Construction, LLC "Grantee").

RECITALS

WHEREAS, Grantor is the owner of certain real estate commonly identified as 225 S. Union ("Grantor Parcel"), located in the City of Westfield, Hamilton County, Indiana;

WHEREAS, Grantee needs to access the Grantor Parcel to remove and haul excess material to an Indiana Department of Transportation ("INDOT") project site; and

WHEREAS, Grantor desires to enter into this Right of Entry to allow Grantee to enter the Grantor Parcel to remove and haul excess material.

NOW THEREFORE, in consideration of the sum of Ten Dollars (\$10.00) and the foregoing Recitals, all of which are incorporated herein, and the following mutual covenants and other good and valuable consideration, the receipt and sufficiency of which the parties hereby acknowledge, the parties agree as follows:

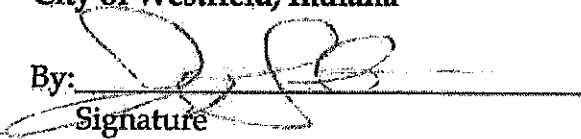
1. **Grant**. Grantor hereby grants and provides to Grantee, its agents, contractors, subcontractors and employees the right to access the Grantor Parcel to remove and haul excess material from the Grantor Parcel to the INDOT project site.
2. **Termination**. This Right of Entry shall cease upon July 15, 2021 or thirty (30) days after commencement of Grantee's removal and hauling of excess material, whichever is earlier;
3. **Warranty**. Grantor, by executing below, hereby warrants that Grantor is the lawful owner of the Grantor Parcel and that there is no encumbrance or other restriction upon Grantor providing this Right of Entry to Grantee.
4. **Indemnification**. Grantee shall indemnify, defend and save Grantor harmless from any and all liability, loss, damage, cost, obligation and expense which arises out of or results from any negligent act, whether of commission or omission, of Grantee, its agents, employees, contractors, subcontractors, licensees or others claiming by, through or under Grantee, occurring in or

about the Grantor Parcel, whether in the exercise of Grantee's rights hereunder or in breach or excess thereof.

IN WITNESS WHEREOF, Grantor and Grantee herein have executed this Right of Entry as of the day first above written.

GRANTOR:

City of Westfield, Indiana

By: 

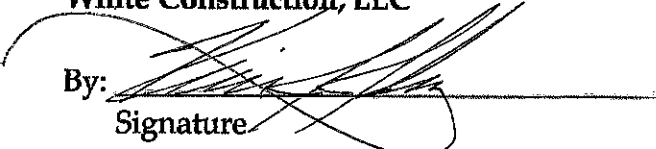
Signature

Jeremy Lollar- Director of Public Works

Printed Name and Title

GRANTEE:

White Construction, LLC

By: 

Signature

KEVIN J. Jurney - Project Manager

Printed Name and Title



February 24, 2021

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:

- The Skillman Corporation, Westfield Washington Early Childhood Center & Central Administration Building, Bond #30115814, \$37,179.00, Erosion Control
- The Skillman Corporation, Westfield Washington Early Childhood Center & Central Administration Building, Bond #30115815, \$193,154.00, Storm Sewer
- Lennar Homes of Indiana, Coventry, Amenity Center, Bond #30115874, \$15,832.00, Erosion Control
- Chatham Hills, LLP, Section 7A, Bond #1087713, \$1,292,489.00, Streets/Curbs, Storm Sewer, Sidewalk, & Erosion Control
- Elhaj Enterprises, LLC, Unlimited Motors, Bond #B1240682, \$63,985.00, Erosion Control & ROW Improvements
- Design & Build Corporation, Vision Properties, Bond & Rider #B0371043, \$6,779.00, Erosion Control
- Chatham Hills, LLP, Section 8, Bond #1087714, \$350,438.00, Streets/Curbs, Storm Sewer, Sidewalk, Trail, 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:

- The Sullivan Corporation, Goddard School, Springmill Pointe Drive, Bond #060001M, \$96,000.00, Storm & Erosion Control
- Platinum Properties Management Company, Bordeaux Walk, Section 1, Bond #3085865, \$168,155.00, 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:

- The Sullivan Corporation, Goddard School, Springmill Pointe Drive, Bond & Rider #060001M, \$8,728.60, Storm & Erosion Control

- Redwood Construction Company, Woodbury Ridge 2, Bond #IN5436836, \$5,052.00, Construction of an asphalt hike/bike trail & construction of an asphalt drive apron w/in the ROW
- Harvey Construction Company, Inc., Woodbury Ridge, Phase Two, Bond #014221421, \$7,521.00, Storm Sewers
- D&R Excavating, dba Earth Resources, Wood Wind North, Section 2, Bond #INC61462, \$11,397.00, Storm Sewer & Subsurface Drains
- E&B Paving, LLC, Wood Wind North, Section 2, Bond #30116908, \$18,859.00, Asphalt Paving (Stone, Base, Binder, Surface, A/D Lanes, Stone Shoulder, Passing Blister, Striping)
- Weihe Construction, Wood Wind North, Section 2, Bond #7901052037, \$2,236.00, Concrete Curbs
- Weihe Construction, Wood Wind North, Section 2, Bond #7901052038, \$617.00, Concrete Common Area Walks w/ADA Ramps
- E&B Paving, LLC, Wood Wind North, Section 2, Bond #30116909, \$3,186.00, Asphalt 10' Wide Path (Stone, Binder, Surface)

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:

- Globe Asphalt Paving Co., Inc., Villages of Oak Manor 2A, Bond #9234354, \$6,312.92, Stone Base, Asphalt Binder, & Asphalt Surface Course Improvements
- Harvey Construction Company, Inc., Villages of Oak Manor 2A, Bond #601111378, \$11,009.00, Storm Sewers
- Grand Communities, Villages of Oak Manor 2A, Bond #CMS0293619, \$3,195.20, Erosion Control
- Karns, Inc., Villages of Oak Manor 2A, Bond #BMID068588, \$1,708.50, Concrete Curbs
- E&B Paving, Inc., Villages of Oak Manor 4A, Bond & Rider #929627659, \$8,164.00, Stone Base, Asphalt Binder, Asphalt Surface
- Weihe Construction, Inc., Villages of Oak Manor 4A, Bond #929627655, \$1,749.00, Curb
- Weihe Construction, Inc., Villages of Oak Manor 4A, Bond #929627656, \$9,942.00, Storm Sewer
- Weihe Construction, Inc., Villages of Oak Manor 4A, Bond #929627657, \$221.00, Sidewalk
- Grand Communities, Villages of Oak Manor 4A, Bond #CMS0289737, \$4,770.10, Erosion Control
- Indiana Excavating Services, Villages of Oak Manor 4C, Bond #S309457, \$5,280.70, Storm Sewer, including SSD & Curb Under-drains on Plan Sheet C-601
- Grand Communities, Villages of Oak Manor 4C, Bond #CMS0324473, \$2,035.90, Erosion Control
- Karns, Inc., Villages of Oak Manor 4C, Bond #BMID112038, \$2,369.25, Sidewalks & Curbs
- Globe Asphalt Paving, Inc., Villages of Oak Manor 4C, Bond #9237687, \$8,315.00, Asphalt Pavement & Path

Letter of Credit Acceptance

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

- NONE

Cash In Lieu/Development Agreement

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

- NONE