



CITY OF WESTFIELD, IN
Board of Public Works Meeting Agenda_01_23_2019

Wednesday, January 23, 2019 at 01:00 PM

BOARD OR COMMISSION: Board of Public Works and Safety

MEETING DATE: Wednesday, January 23, 2019 at 01:00 PM

MEETING PLACE: Westfield Public Works- Large Conference Room

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

AGENDA ITEMS

Meeting Minutes Consideration for Approval

Action Item #1: Minutes - December 12, 2018

Documents: [December 12, 2018 Meeting Minutes](#)

Bid Approval

Construction Standards & Specifications Changes

Change Orders

Contracts/Agreements

Action Item #2: Pro-X Agreement for Right of Entry

Documents: [Pro-X Agreement](#)

Action Item #3: GAI Consultants - Hourly On-Call Contract

Documents: [Hourly On-Call Contract](#)

Action Item #4: GAI Consultants Work Order #1 (Towne Road North Extension Planning)

Documents: [GAI Consultants - Work Order #001](#)

Agreements and/or Memorandum of Understanding (MOU)

Consent Agenda

WPD - Approval to Hire Police Officer(s)

Ditch Road South Extension Construction Plan Approval

Nancy Street R/W Vacation

Documents: [Nancy RW-Quit Claim](#)

Drainage Easement at Grassy Branch Commercial Subdivision Vacation

Documents: [Drainage Easement-Quit Claim](#)

January Bond Information

Documents: [January Bond List](#)

Department Reports

Fire

WFD - December - Year End Report 2018

Documents: [Westfield Fire Department-2018 Year End Report](#)

Police

WPD - November 2018 Report

Documents: [Westfield Police Department-November Report](#)

WPD - December 2018 Report

Documents: [WPD December Report](#)

Public Works

THE WESTFIELD BOARD OF PUBLIC WORKS AND SAFETY December 12, 2018

The Westfield Board of Public Works and Safety met on December 12, 2018 at the Westfield Public Works Conference Room. Present were, Mayor Cook, Randy Graham, Kim Strang, Records Manager and Brian Zaiger, legal counsel.

Randy Graham called the meeting to order at 1:01 PM

AGENDA ITEMS:

Action Item #1: Meeting Minutes Consideration for Approval:

Mayor Cook made the motion to approve the November 28, 2018 meeting minutes as presented. Randy Graham seconded. Vote: Yes-2; No-0. Motion carried.

Kate Snedeker joined the meeting at 1:03

CONTRACTS/AGREEMENTS

Action Item #2: A & F Engineering-HSIP Lighting Contract Amendment

Johnathon Nail presented explaining the additional engineering and other related services the City wishes to include in the original contract. No additional monies will be needed and original terms of the agreement shall be in effect.

Mayor Cook made the motion to approve the contract. Kate Snedeker seconded. Vote: Yes-3; No-0. Motion carried.

Action Item #3: VS Engineering-Grand Junction Plaza as-Built Survey Contract

Johnathon Nail presented, stating this contract would allow VS Engineering to perform topographic survey of as-built conditions for Grand Junction Plaza. (Verifying alignment, slope and design)

Mayor Cook made the motion to approve the contract as presented. Kate Snedeker seconded. Vote: Yes-3; No-0. Motion carried.

Action Item #4: INDOT-City of Westfield-151st & Towne Road Roundabout

Michael Pearce presented stating the contract would allow the City and INDOT the access to federally funds to construct a roundabout including storm sewer, sidewalks, perimeter tails, curb and gutter and pavement at the intersection of 151st Street and Towne Road.

Kate Snedeker made the motion to approve the contract as presented. Mayor Cook seconded. Vote: Yes-3; No-0. Motion carried.

Action Item #5: A & F Engineering-On Call Traffic Services Contract

Johnathon Nail presented stated this is a renewal of the previous year's contract with A & F Engineering, giving details of the services that will be provided on an as needed basis.

Kate Snedeker made the motion to approve the contract as presented.
Mayor Cook seconded. Vote: Yes-3; No-0. Motion carried.

QUOTE APPROVAL

Action Item #6: Recreation Unlimited- Playground Resurface Quote- Freedom Trail Park

Jeremy Lollar presented stating this quote would include taking up the old material on the playground of Freedom Trail Park and replacing it with a new safety turf surface. The new material has a 10 year warranty.

Kate Snedeker made the motion to approve the quote as written. Mayor Cook seconded.
Vote: Yes-3; No-0. Motion carried.

Action Item #7: Recreation Unlimited-Playground Resurface Quote-Simon Moon Park

Jeremy Lollar presented stating Simon Moon Park currently has mulch as the playground surface. This would be removed and the new safety turf installed.

Mayor Cook made the motion to approve the quote as written. Kate Snedeker seconded.
Vote: Yes-3; No-0. Motion carried

CONSENT AGENDA:

Conflict of Interest- Jeff Swiatkowski, Kerri Gagnon, Cindy Gossard

Disposal of Fire Arms Related to Retirement of Officers

Dedication of Public Right-of-Way- Osborne Trails Developer

Big Woods, LLC-Road Impact Fee Installment Agreement

December Bond Information

Mayor Cook made the motion to approve the consent agenda. Kate Snedeker seconded.
Vote: Yes-3; No-0. Motion carried.

DEPARTMENT REPORTS:

Fire- Chief Reed

Police- Chief Rush

Public Works- Jeremy Lollar

With no further business Mayor Cook made the motion to adjourn. Kate Snedeker seconded.
The meeting was adjourned at 1:35 PM

Deputy Clerk-Treasurer

Board of Public Works and Safety

AGREEMENT FOR RIGHT OF ENTRY FOR
UNDERGROUND UTILITY ACCESS

The City of Westfield, by its representative _____ makes the following grants to Westfield Athletic Properties, LLC, and Indiana limited Liability Company ("Pro-X") upon the covenants contained herein and other valuable consideration, the receipt of which is hereby acknowledged:

1. The City owns certain real estate located at 1900 Grand Park Blvd., Westfield, Indiana 46074.
2. Pro-X owns certain real estate located at 651 East 191st Street Westfield, Indiana 46074.
3. Pro-X requires utility access across property held by the City for the installation of a fiber optic line to their facility and the City wishes to facilitate this access by allowing Pro-X this right of entry within the area outlined by Exhibit "A", attached hereto and incorporated by reference herein.
4. Pro-X shall be responsible for the costs of installation and returning the property to the condition it was before the installation.
5. Pro-X shall hold the City harmless from any claim or liability associated with the construction upon and use of this Right of Entry..
6. This Right of Entry may be revoked at any time by the City.
7. The parties stipulate that the undersigned possess the authority to bind their respective parties.

ALL OF WHICH IS HEREBY AGREED TO THIS 28th DAY OF Dec. 2018

Westfield Athletic Properties, LLC

City of Westfield

Joseph A. Thatcher

Printed: Joseph A. Thatcher

Printed: _____

IN WITNESS WHEREOF, the Grantor has executed this Right of Access this 28th day of December, 2018.

By: _____

Title: President

STATE OF INDIANA)
) SS:
COUNTY OF HAMILTON)

Before me, a Notary Public in and for said County and State, on the 28th day of December, 2018, personally appeared Joseph A. Thatcher and _____, who acknowledged their authority and the execution of the above and foregoing Right of Access to be his voluntary act and deed.

WITNESS my hand and Notarial Seal.

My Commission Expires:

5-10-23

Cheryl Fleck
NOTARY PUBLIC, A resident of Hamilton
County, Indiana
Printed: Cheryl Fleck

This instrument prepared by:

Brian J. Zaiger, Attorney at Law
KRIEG DEVAULT, LLP
Carmel, Indiana 46032
(317) 238-6266





**City of Westfield Fire Department
Board of Public Works & Safety Report
2018 End of Year Report**

Contact: Fire Chief

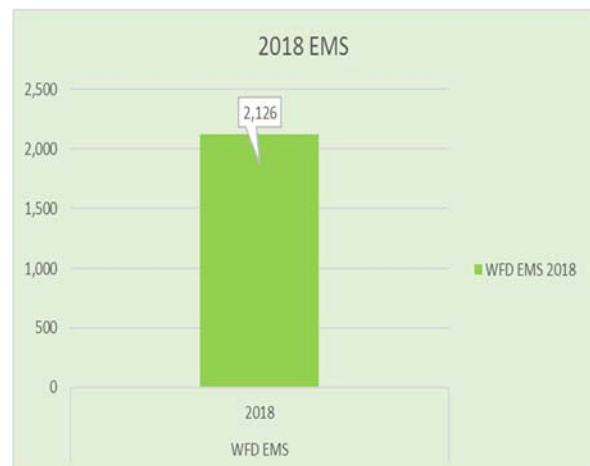
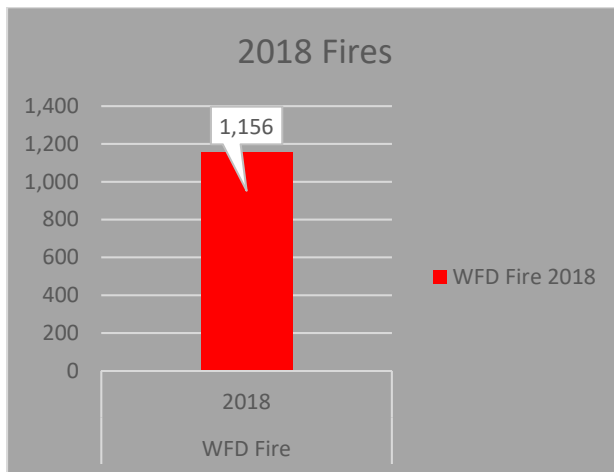
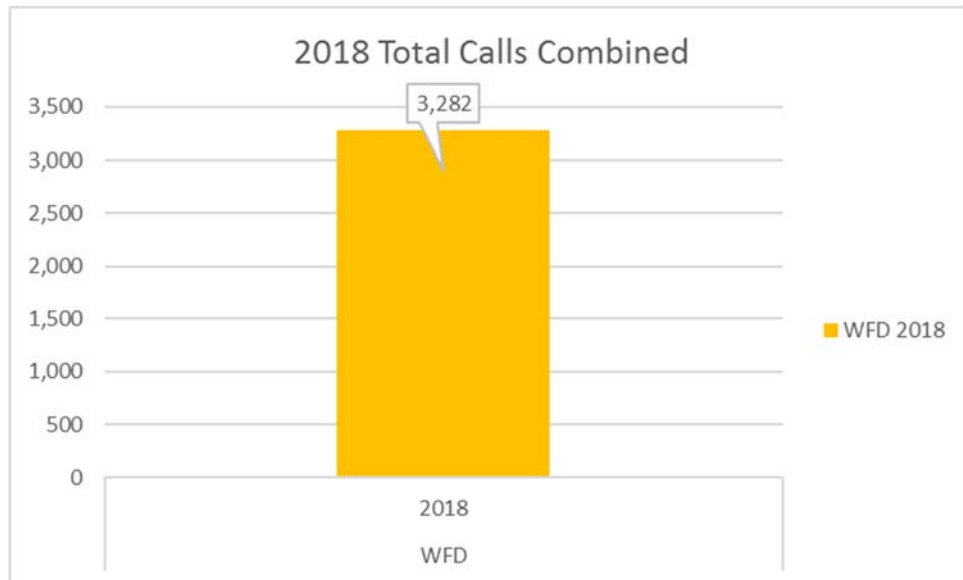
Marcus Reed

Or Nikki Hartman

804-3304

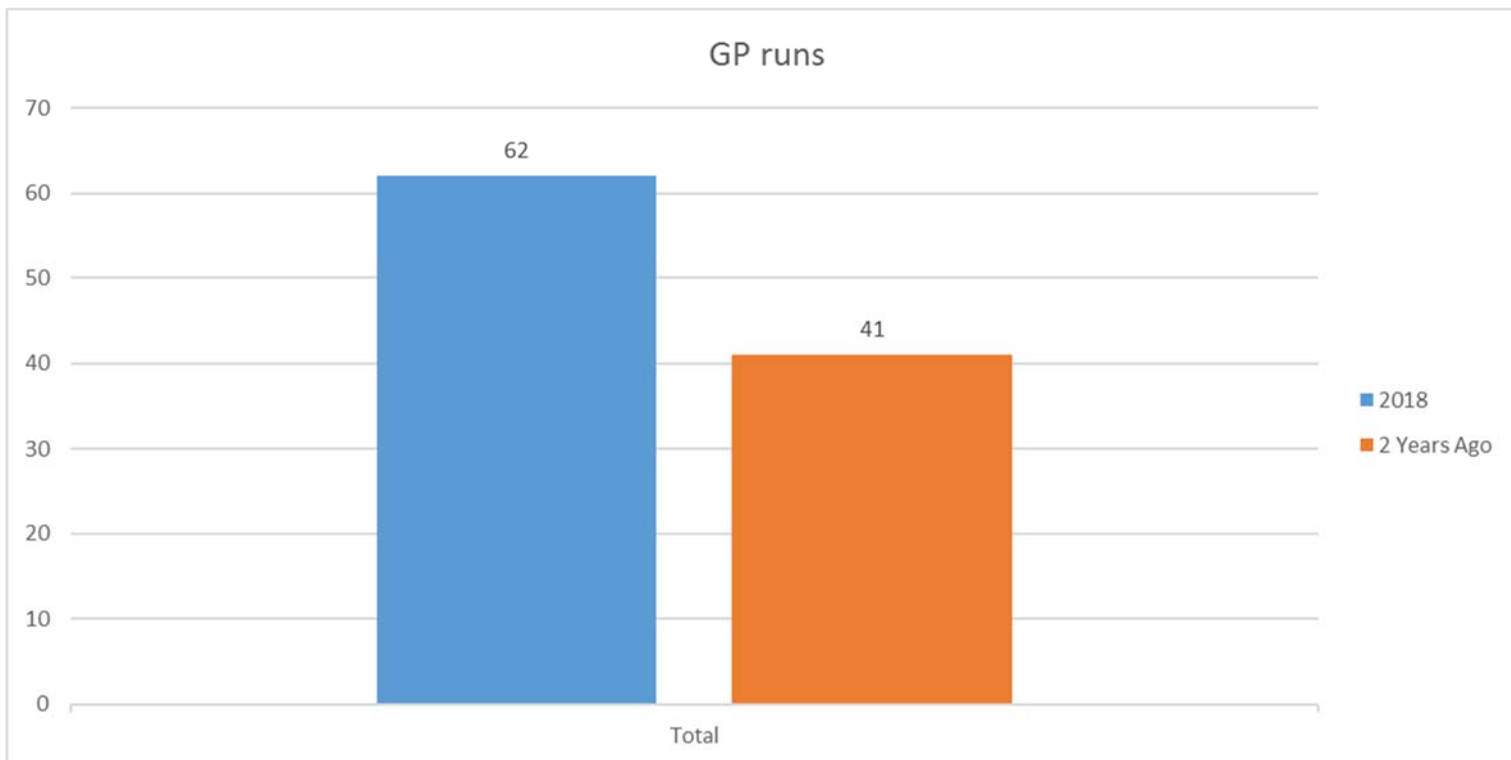
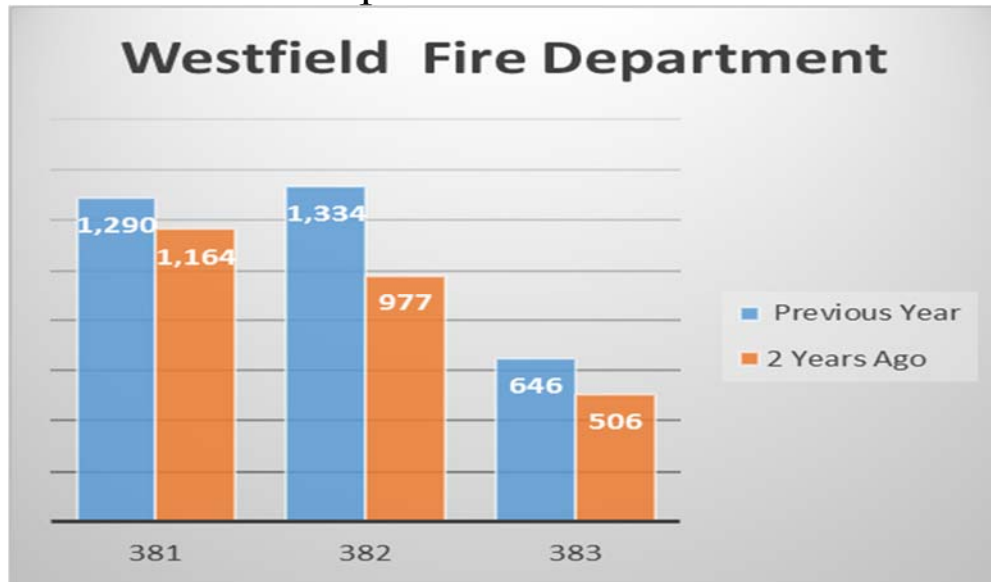


Westfield Fire Department 2018 Incident Statistics



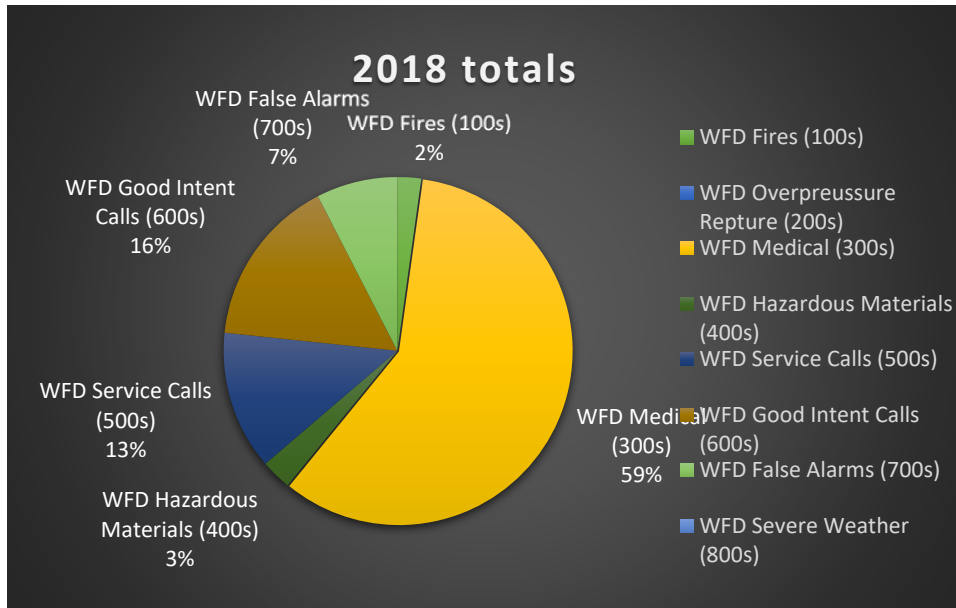


Westfield Fire Department 2018 Incident Statistics





Westfield Fire Department 2018 Incident Statistics

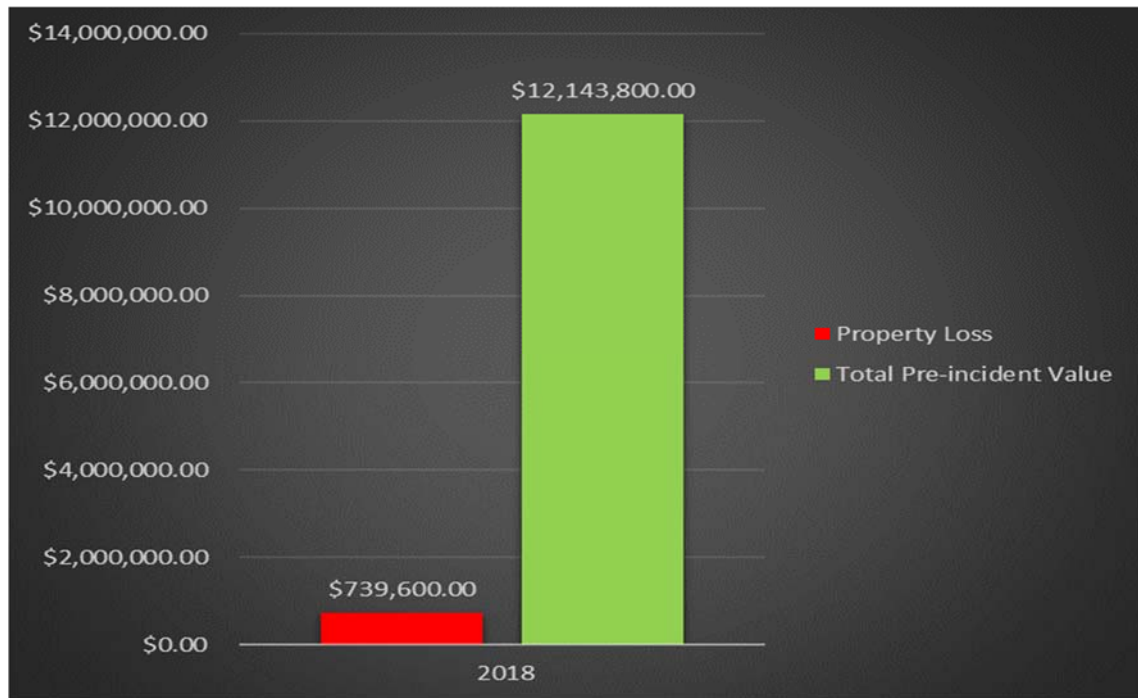


YTD	3,277
Fires	79
Overpressure	3
Medical	2,126
Hazmat	105
Service Calls	344
Good Intent	445
False Alarms	166
Severe Weather	7
Special Incidents	2

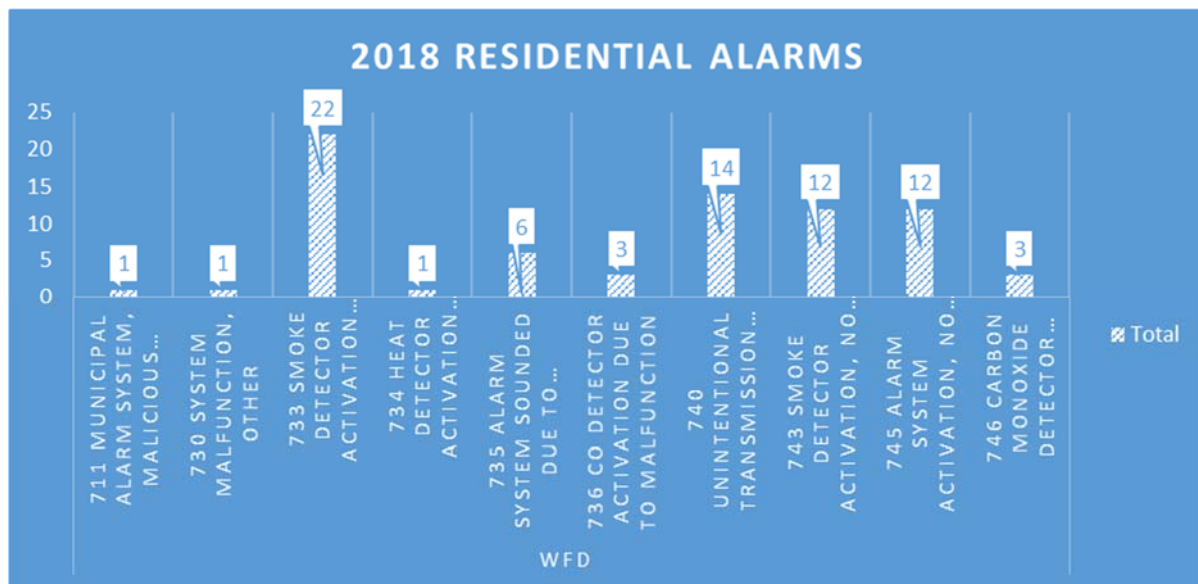


Westfield Fire Department 2018 Incident Statistics

Property Saved



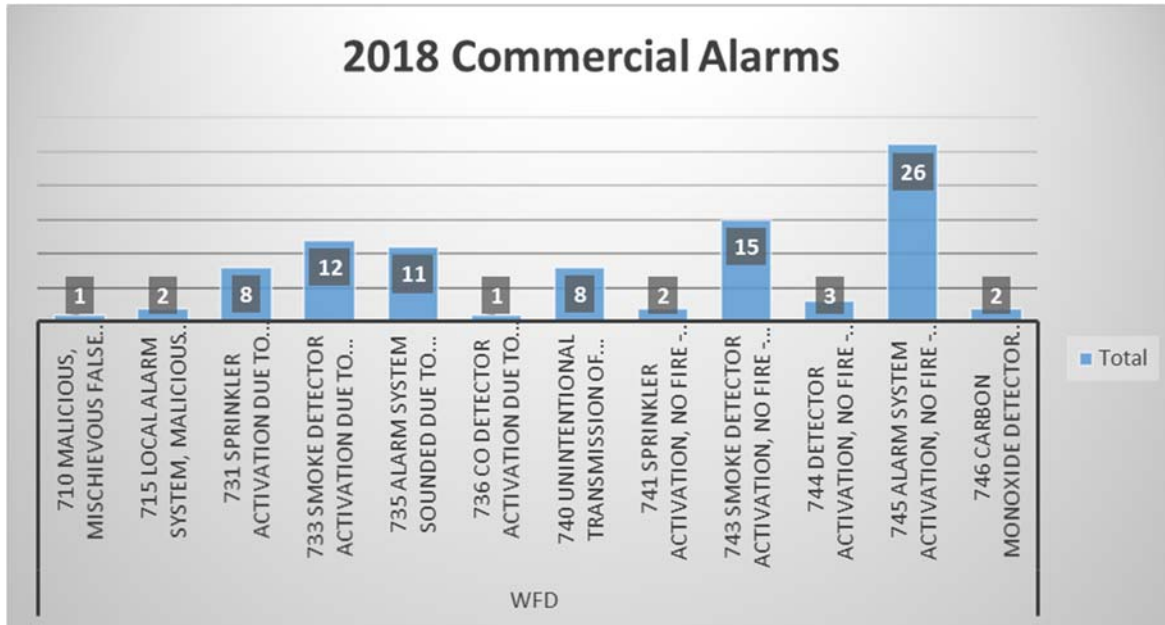
Alarm Data



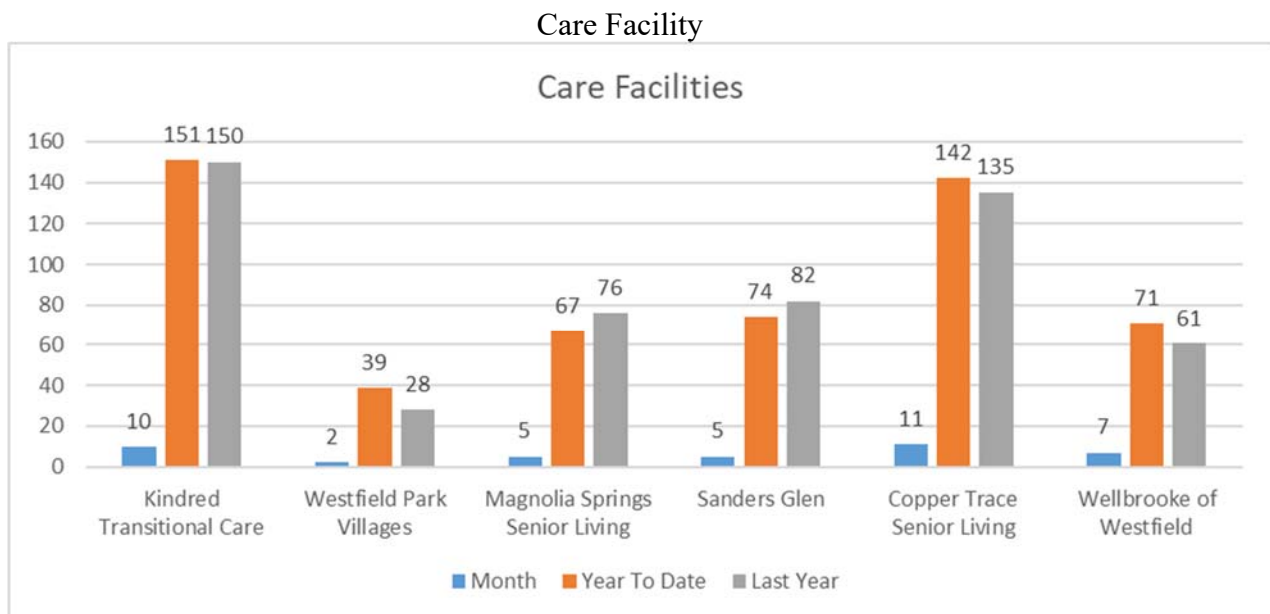
75 Residential Alarms



Westfield Fire Department 2018 Incident Statistics



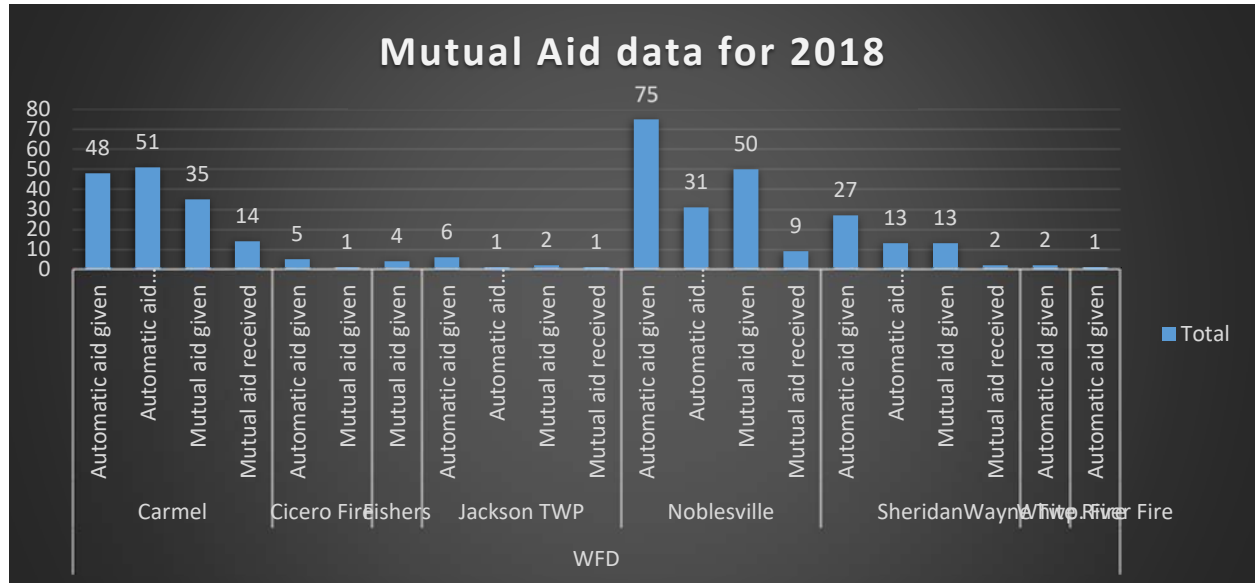
91 Commercial Alarms





Westfield Fire Department 2018 Incident Statistics

Mutual Aid data
EMS

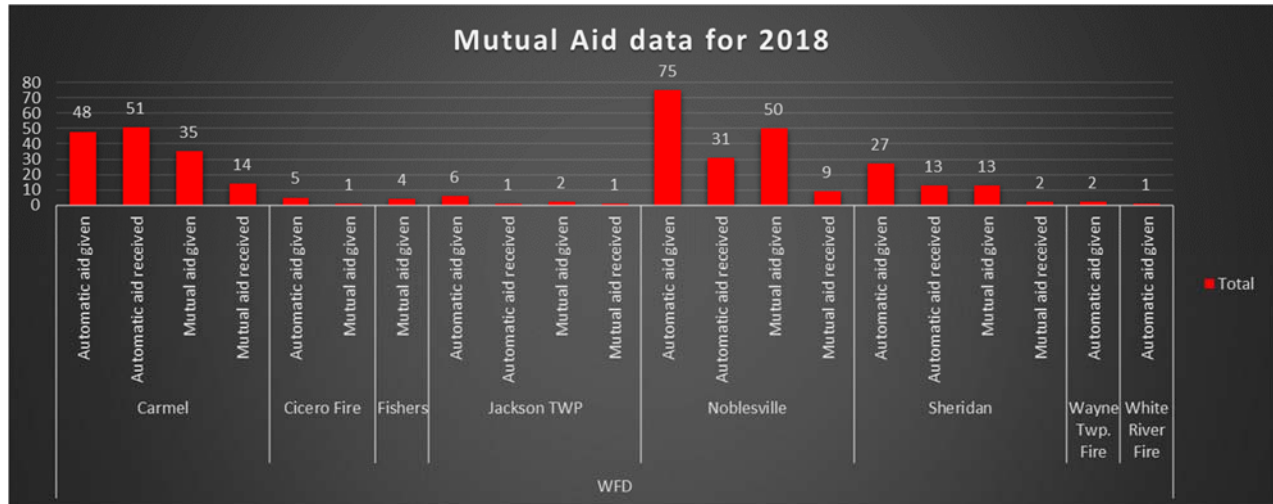


Total 269



Westfield Fire Department 2018 Incident Statistics

Mutual Aid Data Fire Incidents



Total 350

Westfield Police Department

Monthly Performance Measures Report



Board of Public Works & Safety

November 2018

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Westfield Police Department

November 2018

Events by Nature

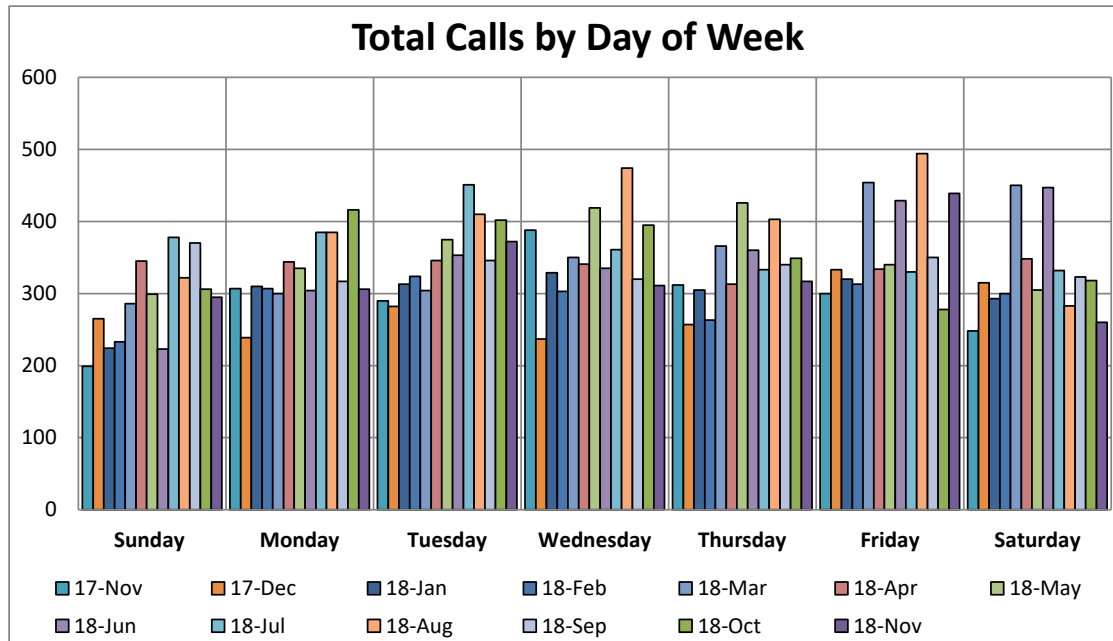
911 Hang Up	31
Abandoned Vehicle	6
Abandonment	0
Abuse / Neglect	2
Accident - Hit & Run	13
Accident - Other	0
Accident - Property Damage	71
Accident - Personal Injury	12
Accident - Sinking Vehicle	0
Accident - Unknown	2
Accelerator Stuck	0
Active Assailant	0
Alarm - Other	0
Alarm - Vehicle	0
Alarm - Burglar	136
Alarm - Hold Up	21
Animal Bite / Attack	2
Animal Complaint	41
Assist Fire	32
Assist Other Department	19
Assist Public	29
Battery	2
Bomb Device Found	0
Bomb Threat	0
Burglary	4
Carjacking	0
Case Follow Up	86
Child Seat Inspection	0
Civil Dispute	19
Criminal Mischief	14
Damage to Property	0
Death Investigation	0
Directed Patrol	4
Disturbance	20
Driving Complaint	50
Drug Complaint	2
Drug Lab	1
Escort	0
Fight	0
Firearms Shots Fired	2
Found / Lost Property	17
Found Person	0
Fraud Prescription	0
Fraud / Deception	16
Harassment	22
Intoxicated Person	3

Investigation	17
Juvenile Complaint	9
K9 Detail	0
Kidnapping	0
Lock Out	48
Loud Party	1
Mental Emotional - Violent	12
Mental Person	13
Miscellaneous	10
Missing Person	4
Missing Person - PLS	0
New Call	2
Nuisance	2
Ordinance Misc.	16
Parking Complaint	15
Physical Disturbance	10
Reckless Activity	0
Road Rage	1
Robbery	0
Runaway	1
School Patrol	166
Security Check	10
Sex Offense	3
Shooting	0
Special Detail	0
Stabbing	0
Suicide	0
Suspicious Activity	83
Suspicious Package	0
Theft	26
Theft - From a Vehicle	5
Theft - of a Vehicle	1
Threat to Life	3
Threatening Suicide	9
Tow Release	6
Traffic Hazard	72
Transport	0
Trespassing	4
Traffic Stop	1009
Unknown Call for Police	3
VIN Check	25
Wanted	2
Warrant Service	6
Weapons Complaint	1
Welfare Check	26
	2300

Westfield Police Department
November 2018

Total # of Calls by Day of Week

DAY	17-Nov	17-Dec	18-Jan	18-Feb	18-Mar	18-Apr	18-May	18-Jun	18-Jul	18-Aug	18-Sep	18-Oct	18-Nov
Sunday	199	265	224	233	286	345	299	223	378	322	370	306	295
Monday	307	239	310	307	300	344	335	304	385	385	317	416	306
Tuesday	290	282	313	324	304	346	375	353	451	410	346	402	372
Wednesday	388	237	329	303	350	341	419	335	361	474	320	395	311
Thursday	312	257	305	263	366	313	426	360	333	403	340	349	317
Friday	300	333	320	313	454	334	340	429	330	494	350	278	439
Saturday	248	315	293	300	450	348	305	447	332	283	323	318	260
TOTAL	2044	1928	2094	2043	2510	2371	2499	2451	2570	2771	2366	2464	2300



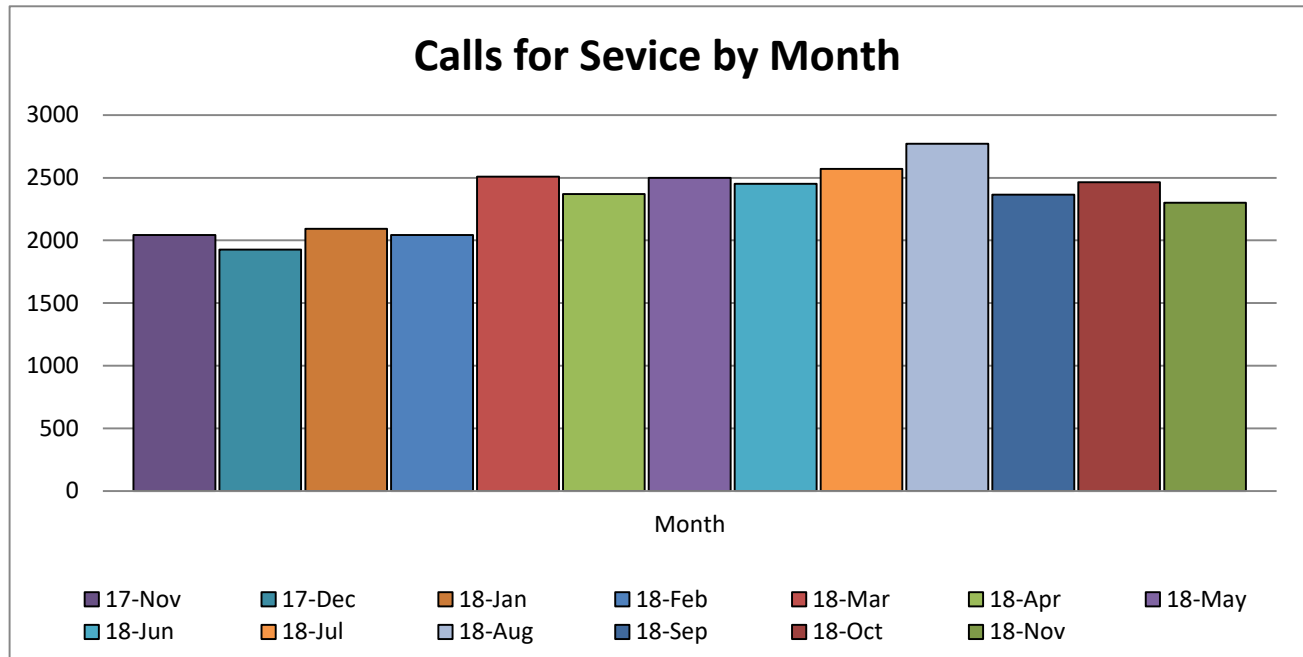
Westfield Police Department

November 2018

Total # of Calls by Hour of Day

HOURL	17-Nov	17-Dec	18-Jan	18-Feb	18-Mar	18-Apr	18-May	18-Jun	18-Jul	18-Aug	18-Sep	18-Oct	18-Nov
0	74	77	66	73	82	99	90	96	105	78	80	77	70
1	46	44	51	46	62	53	62	78	64	47	68	54	49
2	33	35	37	34	38	56	55	43	50	31	44	37	38
3	17	27	34	23	27	34	30	30	27	21	47	41	47
4	13	18	27	12	11	20	13	29	31	17	17	34	30
5	20	20	24	30	13	20	18	20	32	17	21	17	30
6	38	41	52	50	66	65	64	67	65	46	28	38	40
7	79	77	76	58	99	119	111	128	118	95	79	58	65
8	140	95	72	72	113	106	125	101	123	216	150	134	141
9	116	98	105	106	132	105	142	133	152	180	170	162	166
10	181	123	121	155	157	118	158	158	172	206	162	136	146
11	126	102	93	94	114	118	135	101	129	157	116	114	134
12	134	104	81	74	124	131	99	117	108	127	97	97	109
13	92	102	125	125	159	115	126	140	134	196	106	134	143
14	114	119	135	144	159	133	135	155	142	219	122	164	131
15	125	117	96	122	136	150	139	131	134	189	134	148	118
16	83	84	105	74	130	111	118	122	113	129	130	124	97
17	70	103	106	84	112	124	101	116	111	108	105	113	83
18	126	107	179	143	182	155	168	142	142	164	156	173	149
19	90	122	160	156	186	146	175	120	132	157	149	165	132
20	62	83	71	79	93	89	92	80	79	88	72	96	70
21	62	54	82	69	82	66	93	106	110	89	77	89	97
22	102	87	111	105	122	118	127	132	141	102	111	142	115
23	101	89	85	115	111	120	123	106	156	92	125	117	100
TOTAL	2044	1928	2094	2043	2510	2371	2499	2451	2570	2771	2366	2464	2300

Westfield Police Department
November 2018



Westfield Police Department
November 2018

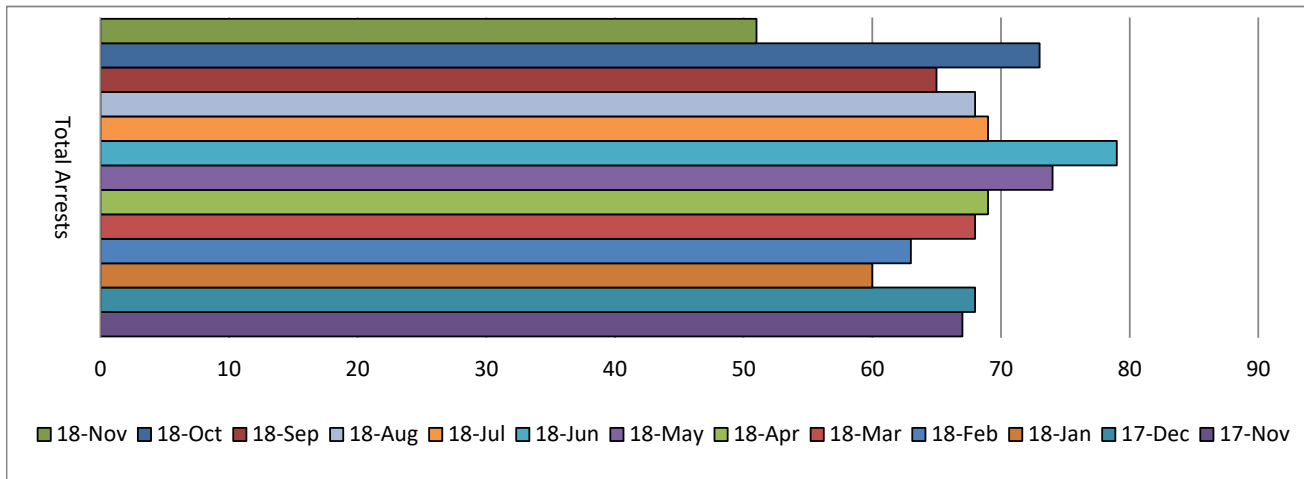
UCR OFFENSES

OFFENSE	17-Nov	17-Dec	18-Jan	18-Feb	18-Mar	18-Apr	18-May	18-Jun	18-Jul	18-Aug	18-Sep	18-Oct	18-Nov
Arson	0	0	0	1	0	0	0	0	0	0	0	0	0
Homicide	0	0	0	0	0	0	0	0	0	0	0	0	0
Rape	0	0	0	0	1	0	0	1	0	0	0	1	1
Robbery	-1	1	0	1	0	0	0	0	1	0	0	0	0
Battery - Aggravated	1	1	0	1	2	0	0	0	0	0	0	0	0
Battery - Simple	19	14	11	21	11	16	24	11	10	16	11	8	11
Burglary	2	5	1	4	4	4	0	1	1	3	3	0	0
Theft	29	30	26	31	28	24	32	29	51	32	30	24	18
Motor Vehicle Theft	2	0	1	1	0	0	0	2	2	1	1	-1	0
TOTAL	52	51	39	60	46	44	56	44	65	52	45	32	30

Westfield Police Department

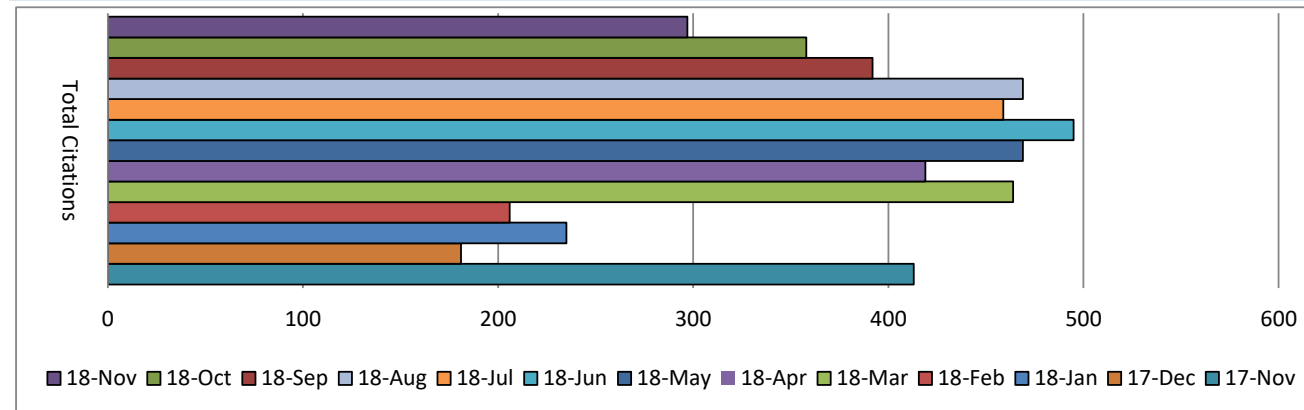
November 2018

Arrest Reports Taken	17-Nov	17-Dec	18-Jan	18-Feb	18-Mar	18-Apr	18-May	18-Jun	18-Jul	18-Aug	18-Sep	18-Oct	18-Nov
Alcohol/ Drug Related	13	13	15	17	8	19	16	26	24	14	22	28	12
Felony Charges	20	18	5	14	3	10	5	21	8	7	18	10	15
Misdemeanor Charges	58	77	69	69	80	92	78	114	113	109	90	89	52
Total Arrests	67	68	60	63	68	69	74	79	69	68	65	73	51



Traffic	17-Nov	17-Dec	18-Jan	18-Feb	18-Mar	18-Apr	18-May	18-Jun	18-Jul	18-Aug	18-Sep	18-Oct	18-Nov
Total Citations	413	181	235	206	464	419	469	495	459	469	392	358	297
Total Written Warning	989	782	1036	1107	1307	1141	1105	1100	1158	1127	1043	1106	997
Total Traffic Accidents	49	77	54	44	55	60	80	47	71	66	53	76	60
Property Damage	45	68	48	40	46	53	73	40	67	57	43	66	51
Personal Injury	4	9	6	4	9	6	7	7	4	9	10	9	9
Fatality	0	0	0	0	0	1	0	0	0	0	0	1	0
Hit and Run*	2	3	7	3	1	6	2	6	6	6	3	11	8

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

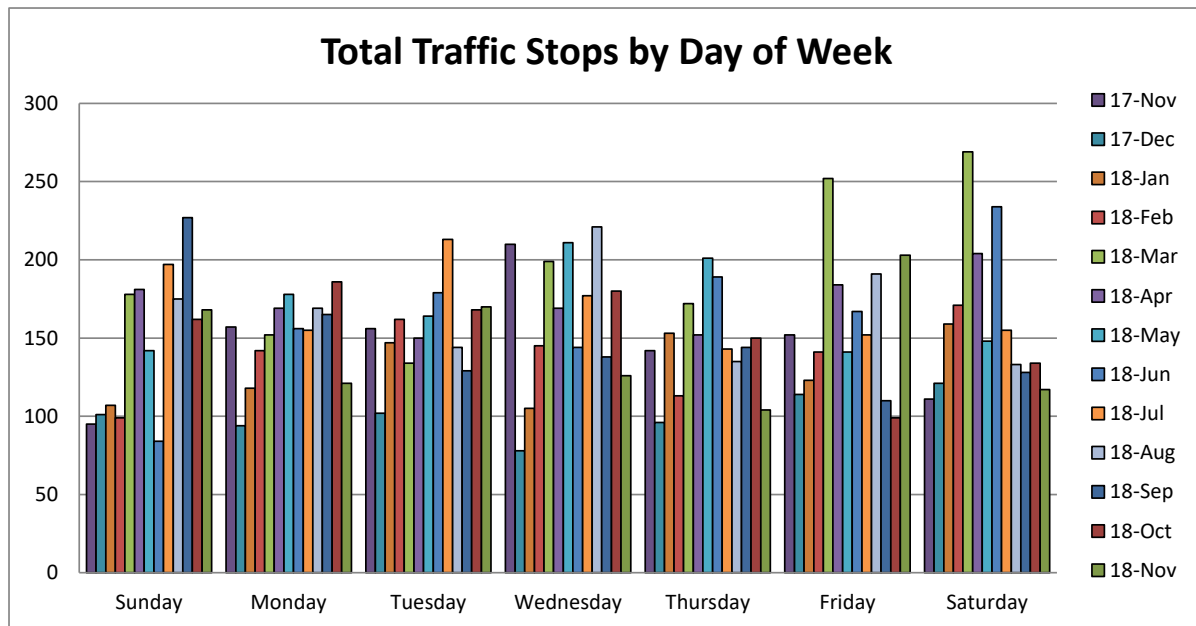


Westfield Police Department

November 2018

Traffic Stops by Day of Week

Day:	17-Nov	17-Dec	18-Jan	18-Feb	18-Mar	18-Apr	18-May	18-Jun	18-Jul	18-Aug	18-Sep	18-Oct	18-Nov
Sunday	95	101	107	99	178	181	142	84	197	175	227	162	168
Monday	157	94	118	142	152	169	178	156	155	169	165	186	121
Tuesday	156	102	147	162	134	150	164	179	213	144	129	168	170
Wednesday	210	78	105	145	199	169	211	144	177	221	138	180	126
Thursday	142	96	153	113	172	152	201	189	143	135	144	150	104
Friday	152	114	123	141	252	184	141	167	152	191	110	99	203
Saturday	111	121	159	171	269	204	148	234	155	133	128	134	117
TOTAL	1023	706	912	973	1356	1209	1185	1153	1192	1168	1041	1079	1009

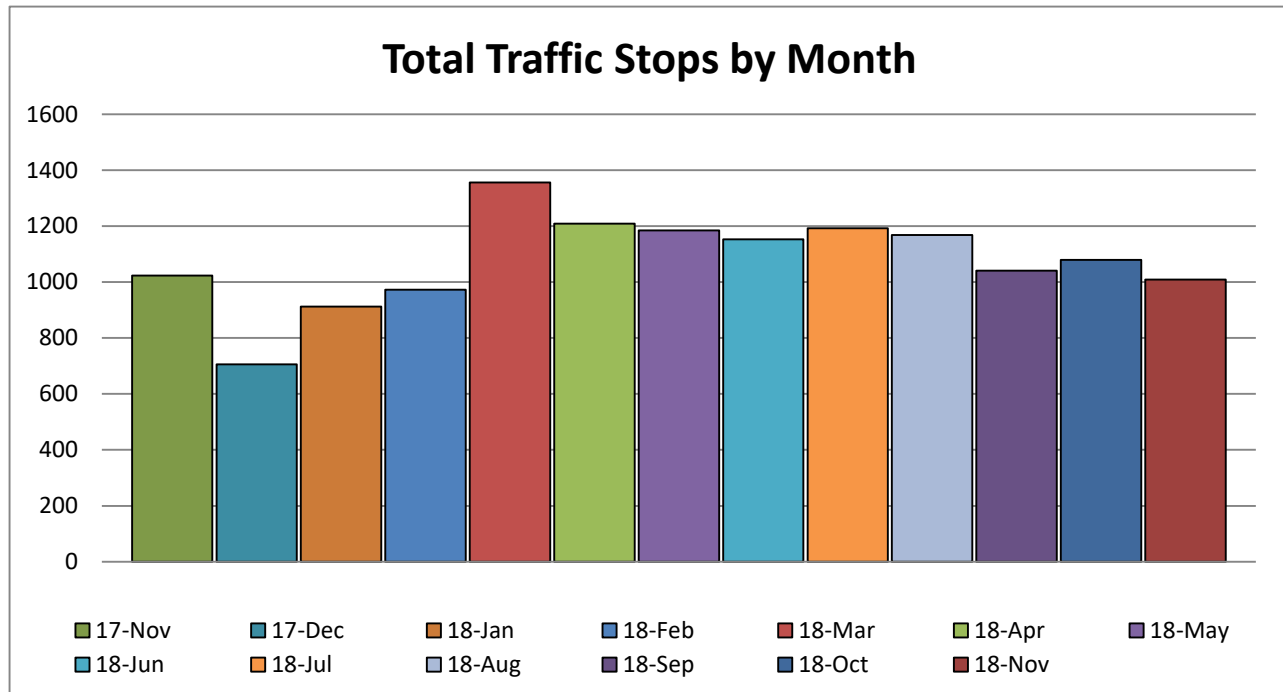


Westfield Police Department
November 2018

Traffic Stops by Hour of the Day

Hour:	17-Nov	17-Dec	18-Jan	18-Feb	18-Mar	18-Apr	18-May	18-Jun	18-Jul	18-Aug	18-Sep	18-Oct	18-Nov
0	50	47	40	44	59	69	59	63	62	41	49	54	41
1	28	20	24	31	44	36	36	41	35	22	39	28	23
2	21	19	18	23	31	44	35	28	27	10	28	18	19
3	7	11	11	13	12	25	14	15	10	6	27	19	22
4	7	6	9	7	4	7	4	8	12	4	8	20	5
5	5	3	9	13	7	7	7	10	18	4	5	4	11
6	23	19	32	31	42	53	42	44	46	21	10	15	17
7	64	47	34	22	58	86	77	98	67	53	39	20	29
8	84	55	34	25	62	49	57	51	64	97	77	72	63
9	69	21	46	52	67	47	76	74	87	86	87	75	88
10	100	54	58	62	94	71	80	82	104	78	83	60	59
11	67	28	35	34	57	41	51	28	52	68	47	40	53
12	55	25	19	23	43	43	29	32	31	42	25	20	23
13	34	37	44	53	78	62	49	61	41	64	34	40	48
14	59	52	40	69	94	55	60	78	64	106	36	60	52
15	57	30	33	41	73	60	51	62	47	84	65	57	43
16	24	13	18	24	48	37	35	64	50	46	38	28	26
17	18	8	20	13	20	31	18	38	29	23	19	20	23
18	45	41	115	77	109	88	94	58	54	72	59	85	72
19	32	40	99	97	124	74	94	51	51	86	67	93	73
20	17	22	20	32	39	34	28	14	24	18	19	35	26
21	24	13	41	31	35	22	29	30	40	24	26	44	55
22	59	42	51	73	85	80	79	61	73	57	79	86	73
23	74	53	62	83	71	88	81	62	104	56	75	86	65
TOTAL	1023	706	912	973	1356	1209	1185	1153	1192	1168	1041	1079	1009

Westfield Police Department
November 2018



Westfield Police Department
November 2018
Community Events

11/6/2018	Scout Tour of Police Department - Nights A

Westfield Police Department

November 2018

Training

11/1/2018	Monthly K9 Training
11/6-9/2018	Ried Interviewing and Advanced Interrogation Techniques - Officer McCorkle
11/8/2018	Monthly ESU
11/26/2018	High in Plain Sight Current Alcohol, Drug, and Concealment Trends - Adams, Burtron
11/27-30/18	Marijuana Leaf Identification Program - Kautzman

GAI CONSULTANTS, Inc.
Master Services Agreement for Professional Services

Project Number: **D181022.00**

THIS AGREEMENT, made and entered into this _____ day of _____, 2019 is by and between GAI Consultants, Inc., its directors, officers and employees located at 201 North Illinois Street, Suite 1700, Indianapolis, Indiana 46204, (hereinafter collectively referred to as "GAI") and City of Westfield, located at 2728 East 171st Street, Westfield, Indiana 46074, (hereinafter referred to as "CLIENT").

WHEREAS, CLIENT is desirous of engaging GAI to provide certain professional services from time-to-time on a *Work Order Basis*, and

WHEREAS, GAI is agreeable to performing the professional services on a *Work Order Basis* under these terms and conditions,

WHEREFORE, the parties hereto do mutually agree as follows:

Article 1. Scope of Services - GAI shall perform its Services pursuant to the terms of this AGREEMENT. Upon receipt of a request for services from CLIENT, GAI shall prepare and submit to CLIENT a proposed WORK ORDER.

Article 2. Compensation – GAI agrees to accept and CLIENT agrees to pay the compensation on either a time (hourly) and expense basis or a lump sum basis as set forth in GAI's WORK ORDER. Refer to Exhibit A for the hourly rates.

Article 3. Invoicing/Payment

1. GAI will submit invoices periodically, but not more frequently than every two weeks, for Project services performed during the period or upon completion of the Project, whichever is earlier.
2. Invoices are due and payable in U.S. dollars within 30 days from date of invoice. All charges not paid within 30 days are subject to a service charge of 1-1/2 percent per month or a fraction thereof, plus all costs and expenses of collection, including without limitation, attorneys' fees. In addition, should CLIENT fail to pay any invoice within 45 days of the invoice date, GAI may, in its sole discretion, upon 3 days written notice to CLIENT, stop work and recover from CLIENT payment for all services performed prior to the work stoppage, plus all amounts for interest, penalties and attorney's fees that may be recoverable under applicable law, including without limitation, prompt payment and/or lien laws. GAI will resume performance once CLIENT pays all outstanding amounts due plus any advance payment(s) or other security in GAI's sole discretion deemed necessary.
3. CLIENT will be invoiced for all internal expenses, such as photocopy and photographic reproductions, postage, mileage, company vehicle rental, etc., on a per diem rate for all personnel required by the work to remain away from their normal residence and for the cost of transporting materials, equipment, and/or personnel as required for proper performance of the project on a mileage basis. If one of GAI's field vehicles is required for the execution of the work, CLIENT will be invoiced for the vehicle on a rental basis or on a mileage basis, depending upon the vehicle.
4. CLIENT will be invoiced for external expenses, such as travel, lodging, sub-contracted services, etc., at direct cost plus a 10% handling and administrative fee.
5. Payments shall include the GAI invoice number and be mailed to 385 East Waterfront Drive, Homestead, PA, 15120, to the attention of Accounts Receivable.

Article 4. Changes - CLIENT and GAI may make additions to the scope of work by written Change Order. CLIENT may omit work previously ordered by written instructions to GAI. The provisions of this AGREEMENT, with appropriate changes in GAI's Compensation and Project Schedule, shall apply to all additions and omissions.

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Article 5. CLIENT Responsibilities - CLIENT represents, with the intent that GAI rely thereon, that it has sufficient financial resources to pay GAI as agreed to in this AGREEMENT and, as applicable and necessary for GAI to perform its services. CLIENT will:

1. Provide all criteria and full information as to its requirements for GAI's services, including design or study objectives, constraints, third party certification requirement(s), standards or budget limitation(s).
2. Assist GAI by placing at its disposal all available information pertinent to the Project and/or GAI's services including the actual or suspected presence of hazardous waste, materials or conditions at or beneath the Project site, record ("As-Built") drawings, surveys, previous reports, exploration logs of adjacent structures and any other data relative to the Project. Unless otherwise noted, GAI may rely upon such information.
3. Upon identification by GAI and approval by CLIENT of the necessity and scope of information required, furnish GAI with data, reports, surveys, and other materials and information required for this Project, all of which GAI may rely upon in performing its services, except those included in GAI's scope of services.
4. Guarantee access to the property and make all provisions for GAI to enter upon public and private lands and clear all exploration location(s) for buried utilities/piping/structures as required for GAI to perform its services under this AGREEMENT.
5. Examine all studies, reports, sketches, opinions of the construction costs, specifications, drawings, *WORK ORDERS* and other documents presented by GAI to CLIENT and promptly render in writing the decisions pertaining thereto within a period mutually agreed upon.
6. Designate in writing a person to act as CLIENT'S representative with respect to the services to be rendered under this AGREEMENT. Such person shall have complete authority to transmit instructions, receive information, interpret and define CLIENT's policies and decisions with respect to materials, equipment, elements and systems pertinent to GAI's services.
7. Give prompt written notice to GAI whenever CLIENT observes or otherwise becomes aware of any development that affects the scope or timing of GAI'S services, or any defect in the Project or work of Contractor(s).
8. Furnish approvals and permits from all governmental authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary for completion of the Project.
9. Furnish such legal and insurance counseling services as CLIENT may require for the Project.

Article 6. Schedule/Delays - GAI shall commence performance upon receipt of the CLIENT's written authorization to proceed and shall perform its professional services in accordance with the mutually agreed schedule, **provided however**, the performance under this AGREEMENT, shall be excused in the event performance is prevented or delays are occasioned by factors beyond GAI's control, or by factors which could not reasonably have been foreseen at the time this AGREEMENT was prepared and executed. The delayed party's performance shall be extended by the period of delay plus a reasonable period to restart operations.

Article 7. Document Ownership and Reuse

1. All reports, drawings, specifications, manuals, learning and audiovisual materials, boring logs, field data, laboratory test data, calculations, estimates, and other documents (collectively "Work Product") prepared by GAI are instruments of service and shall remain the property of GAI. Unless otherwise notified by CLIENT, GAI will retain all pertinent records relating to the Services performed for a period of two (2) years following submission of the report, design documents or other project deliverables, during which period the records will be made available at GAI's office to the CLIENT at reasonable times.
2. Any reuse of the Work Product described above without written verification or adaptation by GAI, as appropriate, for the specific purpose intended, will be at CLIENT's sole risk and without liability or legal exposure to GAI. CLIENT shall indemnify and hold harmless GAI from all claims, damages, losses and expenses including attorneys' fees arising out of or resulting there from. Any future verification or

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adaptation of such Work Product will entitle GAI to further compensation at rates to be agreed upon by CLIENT and GAI.

3. Unless specified otherwise in GAI's WORK ORDER, GAI will dispose of all materials and samples obtained in the investigation portion of the project 90 days after completion of the report. Further storage or transfer of samples will be made at CLIENT's expense.
4. CLIENT recognizes that site conditions where samples and data are gathered do vary with time and that particularly subsurface conditions may differ from those encountered at the time and location where explorations or investigations are made and, therefore, the data, interpretations, and recommendations of GAI are based solely on the information available at the time of the investigation. GAI shall not be responsible for the interpretation by others of the information it develops.

Article 8. Standard of Performance - GAI will perform its Services with that level of care and skill ordinarily exercised by other professionals practicing in the same discipline(s), under similar circumstances and at the time and place where the Services are performed, and makes no warranty, express or implied, including the implied by law warranties of MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

Article 9. Insurance

1. GAI shall procure and maintain such insurance as is required by law as of the date first written above and during the performance of the AGREEMENT, and subject to the terms and conditions of the policies keep in force the following insurance:
 - A. Worker's Compensation Insurance with Other States' endorsement, including Employer's Liability Insurance for its employees in the amount of \$500,000;
 - B. Comprehensive General Liability Insurance, including Contractor's Protective and Completed Operations, covering bodily injuries with limits of \$2,000,000 per occurrence and aggregate, and property damage with limits of \$2,000,000 per occurrence and aggregate;
 - C. Comprehensive Automobile Liability Insurance, including operation of owned, non-owned and hired automobiles, with combined single limits for bodily injury and property damage of \$1,000,000 per occurrence;
2. If CLIENT requires additional types or amounts of insurance coverage, GAI, if specifically directed by CLIENT, will purchase additional insurance (if procurable) at CLIENT's expense; but GAI shall not be responsible for property damage from any cause, including fire and explosion, beyond the amounts and coverage of GAI's insurance specified above.
3. CLIENT will require that any Contractor(s) performing work in connection with GAI's Services will name GAI as an additional insured on their insurance policies. In addition, in any hold-harmless agreements between CLIENT or Owner and any contractor who may perform work in connection with any professional services rendered by GAI, CLIENT will require such contractor(s) to defend and indemnify GAI against third party suits.
4. It is agreed that GAI shall have no responsibility: 1) To supervise, manage, direct, or control CLIENT or its Contractors', subcontractors' or their employees; 2) For any of CLIENT's or its Contractors, subcontractors or agents or any of their employees' safety practices, policies, or compliance with applicable federal, state and/or local safety and health laws, rules or regulations; 3) For the adequacy of their means, methods, techniques, sequencing or procedures of performing their services or work; or 4) For defects in their work.

Article 10. Indemnity - Subject to the Limitation(s) of Liability provision(s) below in Articles 11 AND 12, GAI agrees to indemnify and hold harmless CLIENT, and its officers, directors, and employees from and against any and all claims, suits, liability, damages, injunctive or equitable relief, expenses including reasonable attorneys' fees, or other loss (collectively "Losses") to the extent caused by GAI's negligent performance of Services.

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Article 11. Limitation of Liability - In the event of any loss, damage, claim or expense to CLIENT resulting from GAI's performance or non-performance of the professional services authorized under this AGREEMENT, GAI's liability whether based on any legal theory of contract, tort including negligence, strict liability or otherwise under this AGREEMENT for professional acts, errors, or omissions shall be limited to the extent any such claims, damages, losses or expenses resulting from the negligent act, errors or omissions of GAI or its employees occurring during performance under this AGREEMENT. The total cumulative liability of GAI arising out of professional acts, errors, or omissions shall not exceed the greater of \$50,000 or two times the total compensation GAI receives from CLIENT under the WORK ORDER out of which the claim arose. GAI's aggregate liability for all other acts, errors, or omissions shall be limited to the coverage(s) and amounts of insurance specified in Article 9, above. The limitations stated above shall not apply to the extent any damages are proximately caused by the willful misconduct of GAI and its employees.

Article 12. Disclaimer of Consequential Damages - Notwithstanding anything to the contrary in this AGREEMENT, neither party shall have any liability to the other party for indirect, consequential or special damages including, but not limited to, liability or damages for delays of any nature, loss of anticipated revenues or profits, increased cost of operations or costs of shutdown or startup whether such damages are based on contract, tort including negligence, strict liability or otherwise.

Article 13. Probable Construction Cost Estimates - Where applicable, statements concerning probable construction cost and detailed cost estimates prepared by GAI represent its judgment as a professional familiar with the construction industry. It is recognized, however, that neither GAI nor CLIENT has any control over the cost of labor, materials or equipment, over the contractors' methods of determining bid prices, or over competitive bidding or market conditions. Accordingly, GAI cannot and does not guarantee that bids, proposals, or actual costs will not vary from any statement of probable construction cost or other cost estimate prepared by it.

Article 14. Confidentiality/Non-Disclosure - GAI shall not disclose, or permit disclosure of any information developed in connection with its performance under this AGREEMENT or received from CLIENT or the PROJECT OWNER, or their affiliates, subcontractors, or agents designated by CLIENT as confidential, except to GAI's employees and subcontractors who need such information in order to properly execute the services of this AGREEMENT. GAI shall require its employees and subcontractors and their employees not to disclose or permit disclosure of any of such information, without the prior written consent of CLIENT. The foregoing shall not prohibit GAI from disclosing information in response to any federal, state or local government directive or judicial order, but in the event GAI receives or is threatened with such an order or has actual knowledge that such an order may be sought or be forthcoming, GAI shall immediately notify CLIENT and assist with CLIENT's undertaking such lawful measures as it may desire to resist the issuance, enforcement and effect of such an order. GAI's obligation to resist such an order and assist CLIENT and/or the PROJECT OWNER is contingent upon GAI receiving further compensation for such assistance, including without limitation, a reasonable attorney's fee in assisting CLIENT.

Article 15. Certifications - GAI shall not be required to execute any certification with regard to work performed, tested, and/or observed under this AGREEMENT unless:

1. GAI concludes that it has performed, tested and/or observed sufficient work to provide a sufficient basis for it to issue the certification; and
2. GAI believes that the work performed, tested or observed meets the certification criteria; and
3. GAI gave its written approval of the certification's exact form before executing this AGREEMENT.

Any certification by GAI shall be interpreted and construed as an expression of professional opinion based upon the Services performed by GAI, and does not constitute a warranty or guaranty, either expressed or implied.

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Article 16. Miscellaneous Terms of Agreement

1. This AGREEMENT shall be subject to, interpreted, and enforced according to the laws of the state of the GAI office location first written above without giving effect to its conflict of law principles. If any part of this AGREEMENT shall be held illegal, unenforceable, void, or voidable by any court of competent jurisdiction, each of the remainder of the provisions shall nevertheless remain in full force and effect and shall in no way be affected, impaired, or invalidated.
2. Neither the CLIENT nor GAI may delegate, assign, sublet, or transfer their duties or interest as described in this AGREEMENT and GAI's WORK ORDER without the written consent of the other party. Both parties relinquish the power to assign and any attempted assignment by either party or by operation of law shall be null and void.
3. This AGREEMENT shall be binding upon the parties hereto, their heirs, executors, administrators, successors, and assignees. In the event that a dispute should arise relating to the performance of the Services to be provided under this AGREEMENT and GAI's WORK ORDER, and should that dispute result in litigation, it is agreed that each party shall bear its own litigation expenses, including staff time, court costs, attorneys' fees, and other claim-related expenses.
4. CLIENT shall not assert any claim or suit against GAI after expiration of a Limitation Period, defined as the shorter of (a) three (3) years from substantial completion of the particular GAI service(s) out of which the claim, damage or suit arose, or (b) the time period of any statute of limitation or repose provided by law. In the event of any claim, suit or dispute between CLIENT and GAI, CLIENT agrees to only pursue recovery from GAI and will not seek recovery from, pursue or file any claim or suit, whether based on contract, tort including negligence, strict liability or otherwise against any director, officer, or employee of GAI.
5. No modification or changes in the terms of this AGREEMENT may be made except by written instrument signed by the parties. CLIENT acknowledges that they have read this AGREEMENT, understands it, agrees to be bound by its terms, and further agrees that it is the complete and exclusive statement of the AGREEMENT between the parties, superseding all work orders, oral or written understandings, or other prior agreements other than those above referred to and all other communications between the parties relating to the subject matter thereof.
6. Either the CLIENT or GAI may terminate or suspend performance of this AGREEMENT without cause upon thirty (30) days written notice delivered or mailed to the other party.
 - A. In the event of material breach of this AGREEMENT, the party not breaching the AGREEMENT may terminate it upon ten (10) days written notice delivered or mailed to the other party, which termination notice shall state the basis for the termination. The AGREEMENT shall not be terminated for cause if the breaching party cures or commences reasonable steps to cure the breach within the ten (10) day period.
 - B. In the event of the termination, other than caused by a material breach of this AGREEMENT by GAI, CLIENT shall pay GAI for the Services performed prior to the termination notice date, and for any necessary services and expenses incurred in connection with termination of the project, including but not limited to, the costs of completing analysis, records and reports necessary to document job status at the time of termination and costs associated with termination or subcontractor and/or sub-consultant contracts. Such compensation shall be based upon the schedule of fees used by GAI.
 - C. In the event CLIENT delays providing written authorization to proceed within 45 days of the date of GAI's WORK ORDER or suspends GAI's performance for 45 days or more after authorization has been given, GAI reserves the right, in its sole discretion, to revise its cost, compensation and/or hourly rates to its then current rates prior to resuming performance under this AGREEMENT.
7. All notices required to be sent hereunder shall be either hand delivered, with signed receipt of such hand delivery, or sent by certified mail, return receipt requested.

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8. The paragraph headings in this AGREEMENT are for convenience of reference only and shall not be deemed to alter or affect the provisions hereof.
9. Unless expressly stated to the contrary, the professional services to be provided by GAI do not include meetings and consultations in anticipation of litigation or arbitration or attendance as an expert witness in any deposition, hearing, or arbitration. If requested, these services will be provided by an amendment to this AGREEMENT, setting forth the terms and rates of compensation to be received by GAI.
10. Nothing herein shall be construed to give any rights or benefits hereunder to anyone other than CLIENT, the Owner and GAI.
11. GAI is an Equal Opportunity Employer. GAI complies with the Office of Federal Contract Compliance Programs Affirmative Action Programs as outlined in 41 CFR 60-1.4(a)(b), 41 CFR 60-250.5(a)(b), and 41 CFR 60-741.5(a)(b).

IN WITNESS WHEREOF, GAI AND CLIENT have executed this AGREEMENT as of the date first above written.

CITY OF WESTFIELD, INDIANA

By _____

Printed
Name _____

Title _____

GAI CONSULTANTS, INC.

By _____

Printed
Name _____

Title _____

Scott F. Hornsby, PE

Asst. Vice President-Midwest Markets

Digitally signed by Scott F. Hornsby
DN: cn=Scott F. Hornsby,
email=S.Hornsby@gaiconsultants.com
Date: 2018.12.28 14:46:49 -05'00'

Attachments:

Exhibit A- 2019 GAI Consultants Hourly Rate Schedule

END OF AGREEMENT

2019 Corporate Hourly Rate Schedule-CV

Category Contracts

Any changes in hourly rates to reflect increases in cost of living, taxes, benefits, etc. will take place on January 1, 2020. The use of "Engineer" in the titles in the Hourly Rate Schedule applies to professional engineers, geologists, and surveyors. For rate purposes only, the Category also includes other staff members educated and/or trained as engineers, geologists, surveyors, environmental specialists, archaeologists, economists, planners, and others.

Category	Labor Classification	Invoice Rate
E10	Principals, Senior Engineering Directors, Senior Directors, Senior Project Directors	\$230.00
E09	Engineering Directors, Directors, Project Directors	\$210.00
E08	Assistant Directors, Senior Managers, Senior Technical Managers, Senior Engineering Managers, Senior Project Managers	\$200.00
E07	Engineering Managers, Engineering Technical Managers, Engineering Technical Leaders, EIT/EI Leaders, Landscape Architect Managers, Project Managers, Design Managers, Utility Coordination Managers, Senior CEI Managers, Senior Construction Managers, Senior Managers, Senior Scientists, Senior Archaeology Managers, Senior Cultural Resources Managers, Senior Survey Managers, Senior Professional Land Surveyors	\$175.00
E06	Assistant Engineering Managers, Assistant Engineering Technical Managers, Assistant EIT/EI Leaders, Assistant Technical Leaders, Assistant Landscape Architect Managers, CEI Managers, Construction Managers, Assistant Project Managers, Managers, Science Managerial Professionals, Planning Managers, Geological Managers, Hydrogeological Managers, GIS Managers, GIS Technical Leaders, Environmental Managers, Environmental Technical Leaders, Wetlands Technical Leaders, Archaeology Managers, Cultural Resources Managers, Cultural Resources Technical Leaders, CAD Managers, Professional Land Surveyors, Lab Managers	\$165.00
E05	Senior Project Engineers, Senior Project EIT/EIs, Senior Project Technical Specialists, Senior Project Schedulers, Senior Project Landscape Architects, Senior Project Construction Specialists, Field Crew Supervisors, Assistant Survey Managers, Assistant Survey Project Managers, Assistant Hydrogeological Managers, Assistant Technical Leaders (Scientists), Geological Technical Leaders, Assistant Planning Managers, Assistant Planning Technical Leaders, Assistant GIS Managers, Assistant GIS Technical Leaders, Assistant Environmental Managers, Assistant Environmental Technical Leaders, Assistant Cultural Resources Managers, Assistant Cultural Resources Leaders	\$145.00
E04	Project Engineers, Project EIT/EIs, Project Technical Specialists, Project Landscape Architects, Project Schedulers, Project Construction Specialists, Senior Project Hydrogeologists, Senior Project Geologists, Senior Project Materials Specialists, Senior Project GIS Specialists, Senior Project Environmental Specialists, Senior Project Cultural Resources Professionals	\$130.00
E03	Senior Engineers, Senior EIT/EIs, Senior Technical Specialists, Senior Landscape Architects, Senior Schedulers, Senior Construction Support Specialists, Senior Utility Specialists, Senior Utility Rate & Funding Specialists, Project Hydrogeologist, Project Materials Specialists, Project Planners, Project GIS Specialists, Project Environmental Specialists, Project Cultural Resources Professionals, Lab Supervisors	\$110.00
E02	Engineers, EIT/EIs, Technical Specialists, Landscape Architects, Utility & Funding Specialists, Utility Specialists, Construction Support Specialists, Senior Geological Specialists, Senior Materials Specialists, Senior Planners, Senior GIS Specialists, Senior Environmental Specialists, Senior Cultural Resources Specialists, Assistant Lab Supervisors	\$100.00
E01	Geological Specialists, Materials Specialists, Land Specialists, Planners, GIS Specialists, Environmental Specialists, Archeologists, Architectural Historians, Cultural Resources Specialists	\$70.00

The Non-exempt personnel categories shown below are subject to overtime rate.

Category	Labor Classification	Invoice Rate
N08	Senior Lead Project Designers, TCM-2 (CMS) TCIS-3 (CMS)	\$140.00
N07	Senior Lead Designers, TCM-1 (CMS), TCIS-2 (CMS)	\$125.00
N06	CI-2 (CMS), TCI-3 (CMS), Senior CEI - CSS, TCIS-1 (CMS), Lead Designers, Senior Lead Business/Technical Coordinators, Senior Lead Project Administrative Assistants, Senior Lead Office Coordinators	\$120.00
N05	TCI-2 (CMS), CEI - CSS, Senior Inspectors (FL only), Senior Survey Crew Chiefs, Senior Lead Cultural Resources Technician, Senior Designers, Senior Lead CAD Operators, Lead Business & Technical Coordinators, Senior Lead Administrative Assistants, Lead Office Coordinators	\$110.00
N04	TCIS-1 (CMS), Senior Lead Construction Technicians, Senior Lead Technicians, Survey Crew Chiefs, Senior Lead Cultural Resources Technician, Designers, Lead CAD Operators, Lead Administrative Assistants, Senior Office Coordinators, Project Coordinators	\$105.00
N03	Lead Construction Technicians, TA-1 (CMS), Lead Technicians, Lead Survey Technicians, Lead CR Technicians, Senior CAD Operators, Business & Administrative Coordinators, Senior Administrative Assistants, Office Coordinators	\$85.00
N02	Senior Construction Technicians, Senior Technicians, Senior Survey Technicians, Senior Cultural Resources Technicians, CAD Operators, Administrative Assistants, Senior Office Assistants	\$70.00
N01	Construction Technicians, Technicians, Survey Technicians, Cultural Resources Technicians, Office Assistants	\$60.00

QUITCLAIM DEED

THIS INDENTURE WITNESSETH, That The City of Westfield (“Grantor”) of Hamilton County in the State of Indiana, fee holder of title to the real estate described herein, QUITCLAIMS to Grassy Branch Partners LLC ("Developer") of Marion County, Indiana all of its rights, title and interest in the following described real estate in Hamilton County, Indiana:

Nancy Street Right-of-Way adjacent to the following County Parcel No.’s

09-06-32-00-00-025.002

Said County Parcel No.’s being State Parcel No.’s

29-06-32-000-025.002-015

And more particularly described in the legal description(s) attached hereto as Exhibit “A”
incorporated herein by reference.

[REMAINDER OF PAGE LEFT BLANK INTENTIONALLY]

IN WITNESS WHEREOF, the Grantor has executed this deed this _____ day of _____, 2016.

City of Westfield

BY: _____

Printed: _____

STATE OF **INDIANA**)
) SS:
COUNTY OF **HAMILTON**)

Before me, a Notary Public in and for said County and State, personally appeared the City of Westfield by _____ who acknowledged their authority and the execution of the foregoing Quitclaim Deed, and who, having been duly sworn, stated that any representations therein contained are true.

Witness my hand and Notarial Seal this _____ day of _____, 2011.

My Commission Expires: _____

NOTARY PUBLIC, A resident of _____
County, Indiana
Printed: _____

Send tax bills to: Clerk-Treasurer's Office, 130 Penn Street, Westfield, IN 46074.

Return deed to: Clerk-Treasurer's Office, 130 Penn Street, Westfield, IN 46074.

This instrument prepared by: Brian J. Zaiger, Attorney at Law
KRIEG DEVAULT, LLP
(317) 238-6266

ANY SOCIAL SECURITY NUMBER HAS BEEN REDACTED OR REMOVED

Exhibit "A"

LEGAL DESCRIPTION

Nancy Street Vacation

Part of Grassy Branch Commercial Subdivision per the plat thereof recorded in Plat Cabinet 5, Slide 342 as Instrument Number 2015020517 in the Office of the Recorder of Hamilton County, Indiana, more particularly described as follows:

Commencing at the northwest corner of said plat; thence South 00 degrees 23 minutes 32 seconds West 669.87 feet (basis of bearings being said plat) along the west line of said plat; thence South 6.50 feet along a curve to the left having a radius of 300.00 feet and subtended by a long chord having a bearing of South 00 degrees 13 minutes 42 seconds East and a length of 6.50 feet along the west line of a Sidewalk and Utility Easement as described in Instrument Number 2003-00056353 on file in said Recorder's Office to the northwest corner of Lot 1 of said Grassy Branch Commercial Subdivision; thence North 89 degrees 35 minutes 36 seconds East 100.39 feet along the north line of said Lot 1 to the POINT OF BEGINNING; thence Easterly 119.19 feet along a curve to the left having a radius of 211.00 feet and subtended by a long chord having a bearing of North 73 degrees 24 minutes 39 seconds East and a length of 117.61 feet to a point of reverse curve; thence Easterly 14.12 feet along a curve to the right having a radius of 25.00 feet and subtended by a long chord having a bearing of North 73 degrees 24 minutes 24 seconds East and a length of 13.93 feet to the east boundary of Nancy Street as shown on said plat; thence South 00 degrees 24 minutes 24 seconds East 36.66 feet along said east boundary to the north line of said Lot 1; thence South 89 degrees 35 minutes 36 seconds West 126.33 feet along said north line to the POINT OF BEGINNING. Containing 0.038 acres, more or less.

QUITCLAIM DEED

THIS INDENTURE WITNESSETH, That The City of Westfield (“Grantor”) of Hamilton County in the State of Indiana, fee holder of title to the real estate described herein, QUITCLAIMS to Grassy Branch Partners LLC ("Developer") of Marion County, Indiana all of its rights, title and interest in the following described real estate in Hamilton County, Indiana:

Part of the following County Parcel No.’s

09-06-32-00-00-025.002

Said County Parcel No.’s being State Parcel No.’s

29-06-32-000-025.002-015

And more particularly described in the legal description(s) attached hereto as Exhibit “A”
incorporated herein by reference.

[REMAINDER OF PAGE LEFT BLANK INTENTIONALLY]

IN WITNESS WHEREOF, the Grantor has executed this deed this _____ day of _____, 2016.

City of Westfield

BY: _____

Printed: _____

STATE OF **INDIANA**)
) SS:
COUNTY OF **HAMILTON**)

Before me, a Notary Public in and for said County and State, personally appeared the City of Westfield by _____ who acknowledged their authority and the execution of the foregoing Quitclaim Deed, and who, having been duly sworn, stated that any representations therein contained are true.

Witness my hand and Notarial Seal this _____ day of _____, 2011.

My Commission Expires: _____

NOTARY PUBLIC, A resident of _____
County, Indiana
Printed: _____

Send tax bills to: Clerk-Treasurer's Office, 130 Penn Street, Westfield, IN 46074.

Return deed to: Clerk-Treasurer's Office, 130 Penn Street, Westfield, IN 46074.

This instrument prepared by: Brian J. Zaiger, Attorney at Law
KRIEG DEVAULT, LLP
(317) 238-6266

ANY SOCIAL SECURITY NUMBER HAS BEEN REDACTED OR REMOVED

Exhibit "A"

LEGAL DESCRIPTION

Drainage Easement Vacation

A part of Block "A" of Grassy Branch Commercial Subdivision per the plat thereof recorded in Plat Cabinet 5, Slide 342 as Instrument Number 2015020517 in the Office of the Recorder of Hamilton County, Indiana, being a Variable Drainage Easement in said Block A, more particularly described as follows:

BEGINNING at the northwest corner of said Block A; thence South 13 degrees 15 minutes 20 seconds East 248.17 feet (basis of bearings being said plat); thence North 89 degrees 39 minutes 41 seconds East 33.70 feet; thence South 05 degrees 17 minutes 19 seconds East 336.56 feet; thence South 68 degrees 22 minutes 58 seconds East 98.13 feet to the north boundary of Nancy Street as shown on said plat; thence South 89 degrees 35 minutes 36 seconds West 217.06 feet along said north boundary to the west line of said Block A; thence North 00 degrees 23 minutes 32 seconds East 614.19 feet along said west line to the POINT OF BEGINNING. Containing 1.146 acres, more or less.



January 23, 2019

Consent Agenda Item:

Performance Bond Acceptance

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

- CalAtlantic Homes of IN, Coventry, Section 1A, Bond #1073977, \$45,822.00, Lime Stabilization
- CalAtlantic Homes of IN, Coventry, Section 1B, Bond #1073978, \$31,896.00, Lime Stabilization
- Pulte Homes of IN, Bent Creek, Section 2, Bond #30061192, \$81,733.62, Erosion Control
- Pulte Homes of IN, Hawthorne Ridge, Section 1, Bond #30061194, \$77,348.54, Asphalt Surface
- Pulte Homes of IN, Hawthorne Ridge, Section 1, Bond #30061195, \$328,311.50, Storm Sewer
- Pulte Homes of IN, Hawthorne Ridge, Section 1, Bond #30061191, \$41,713.10, Common Area Sidewalks
- Pulte Homes of IN, Hawthorne Ridge, Section 1, Bond #30061193, \$12,655.50, Off-Site Drainage
- M/I Homes of Indiana, Waters Edge West, Section 3, Bond #0222606, \$149,804.00, Storm Sewers & SSD
- M/I Homes of Indiana, Waters Edge West, Section 3, Bond #0222608, \$20,189.00, Common Area Sidewalk
- M/I Homes of Indiana, Waters Edge West, Section 3, Bond #0222607, \$22,381.00, ROW – 8' Concrete Path

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:

- Pulte Homes of IN, Viking Meadows Enclave, Section 1, Bond #929600435, \$234,345.68, Pavement Improvements, Stone Base, Asphalt & Curbs
- Mann Properties, Windsor Estates, Bond #1121636, \$211,163.56, Streets & Curbs
- Pulte Homes of IN, Viking Meadows Springs, Section 1, Bond #929600445, \$310,484.61, Pavement Improvements, Stone Base, Asphalt & Curbs
- Pulte Homes of IN, Bent Creek, Section 1, Bond #268010123, \$397,431.00, Roadway Improvements, Pavement & Curbs
- Pulte Homes of IN, Bent Creek, Section 1, Bond #268010125, \$64,084.00, Common Area Sidewalks & ADA Ramps
- Pulte Homes of IN, Bent Creek, Section 1, Bond #268010126, \$284,186.00, Storm Infrastructure

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:

- Conco Curbs & Paving, LLC, Enclave Viking Meadows, Section 1, Bond #B3239439, \$3,177.55, Curb & Gutter
- Globe Asphalt Paving Co., Inc. & Grand Communities, LLC, Villages of Oak Manor, 4D, Bond #7659026, \$9,660.00, Stone Base, HMA Intermediate, & HMA Surface for Streets
- Karns, Inc., Villages of Oak Manor, Section 4D, Bond #BMID783893, \$2,277.00, Concrete Curbs
- Johannigman Excavating, Inc., Villages of Oak Manor, Section 4D, Bond #INC60983, \$12,463.25, Storm/Subsurface Drain
- Globe Asphalt Paving Co., Inc. & Grand Communities, LLC, Villages of Oak Manor, 4D, Bond #7659027, \$896.00, 8' Asphalt Path
- Windsor Estates of Westfield, Bond #1163569, \$19,196.69, Streets & Curbs
- Rieth-Riley Construction Co., Inc., The Springs at Viking Meadows, Section 1, Bond #106949499, \$21,218.10, Asphalt Paving Streets
- Pride One Construction Services, Woodbury Ridge, Phase 1, Bond #30036590, \$26,279.80, Storm Sewer
- Pride One Construction Services, Woodbury Ridge, Phase 1, Bond #30036591, \$2,872.38, Erosion Control
- Midwest Paving, Bent Creek, Section 1, Bond #7659117, \$15,662.84, Streets

- Pulte Homes of Indiana, Bent Creek, Section 1, Bond #59BSBHY4075, \$6,408.40, Common Area Sidewalks
- The Snider Group, Bent Creek, Section 1A, Bond #B3241220, \$2,227.50, Curbs
- Weihe Construction, Inc., Bent Creek, Section 1B, Bond #30061023, \$2,418.00, Concrete Curb
- Weihe Construction, Inc., Bent Creek, Section 1, Bond #30061024, \$28,419.00 Storm Sewer & SSD
- Midwest Paving, Lantern Park, Section 1, Bond #7659111, \$18,779.28, Streets
- Sitecrete, LLC, Lantern Park, Section 1, Bond #30058651, \$3,182.21, Curbs
- Pulte Homes of IN, Lantern Park, Section 1, Bond #59BSBHY4074, \$2,348.00, Common Area Sidewalks
- Pulte Homes of IN, Lantern Park, Section 1, Bond #1163623, \$30,800.00, "Certain Maintenance Items"
- E&B Paving, Inc., Waters Edge West 3, Bond #30061005, \$7,036.00, Asphalt Path, Stone Base, & Asphalt Surface
- M/I Homes of Indiana, Waters Edge West, Section 3, Bond #0222605, \$1,551.00, Lime Stabilization
- E & B Paving, Inc., Waters Edge West 3, Bond #30061006, \$8,919.00, On Site Stone, Asphalt Binder & Asphalt Surface
- Sitecrete, LLC, Waters Edge West, Section 3, Bond #30058658, \$2,056.00, Curbs

Westfield Police Department

Monthly Performance Measures Report



Board of Public Works & Safety

December 2018

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Westfield Police Department

December 2018

Events by Nature

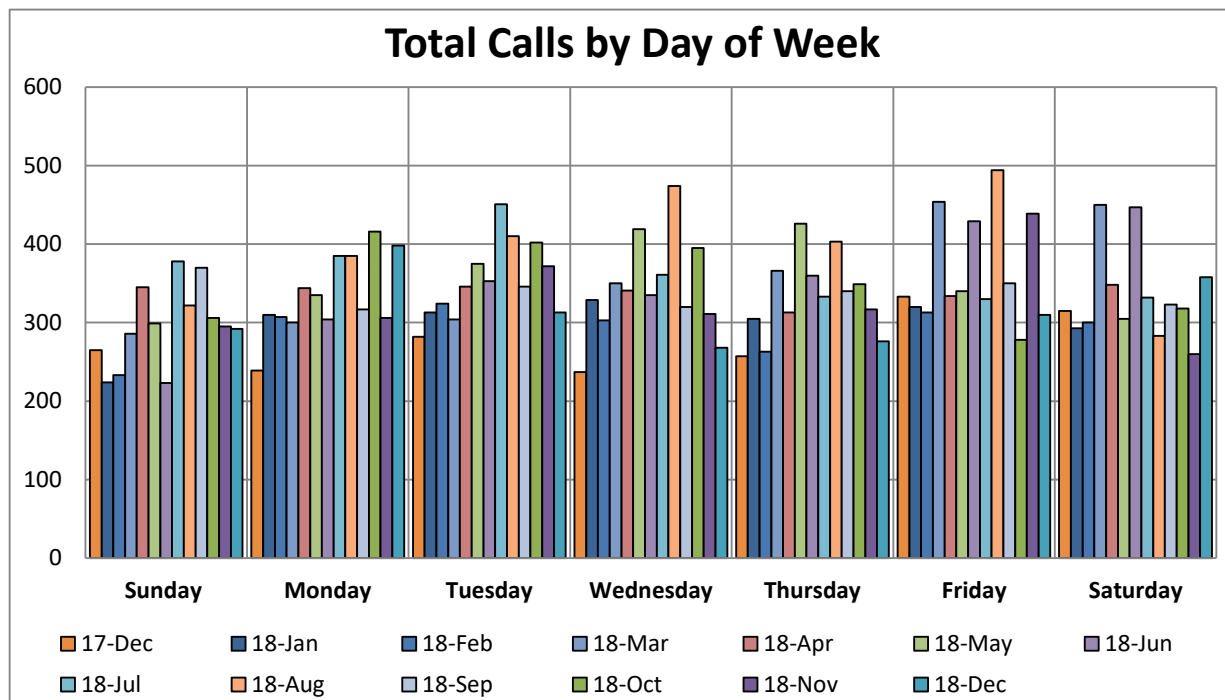
911 Hang Up	30
Abandoned Vehicle	12
Abandonment	0
Abuse / Neglect	3
Accident - Hit & Run	9
Accident - Other	0
Accident - Property Damage	70
Accident - Personal Injury	15
Accident - Sinking Vehicle	0
Accident - Unknown	2
Accelerator Stuck	0
Active Assailant	0
Alarm - Other	0
Alarm - Vehicle	3
Alarm - Burglar	157
Alarm - Hold Up	7
Animal Bite / Attack	2
Animal Complaint	28
Assist Fire	21
Assist Other Department	19
Assist Public	34
Battery	3
Bomb Device Found	0
Bomb Threat	1
Burglary	6
Carjacking	0
Case Follow Up	89
Child Seat Inspection	1
Civil Dispute	18
Criminal Mischief	13
Damage to Property	0
Death Investigation	0
Directed Patrol	4
Disturbance	26
Driving Complaint	68
Drug Complaint	6
Drug Lab	0
Escort	0
Fight	0
Firearms Shots Fired	3
Found / Lost Property	11
Found Person	0
Fraud Prescription	0
Fraud / Deception	22
Harassment	15
Intoxicated Person	4

Investigation	8
Juvenile Complaint	8
K9 Detail	2
Kidnapping	0
Lock Out	51
Loud Party	1
Mental Emotional - Violent	1
Mental Person	5
Miscellaneous	13
Missing Person	6
Missing Person - PLS	0
New Call	0
Nuisance	2
Ordinance Misc.	8
Parking Complaint	20
Physical Disturbance	7
Reckless Activity	0
Road Rage	3
Robbery	0
Runaway	1
School Patrol	140
Security Check	4
Sex Offense	0
Shooting	0
Special Detail	0
Stabbing	0
Suicide	1
Suspicious Activity	89
Suspicious Package	1
Theft	38
Theft - From a Vehicle	2
Theft - of a Vehicle	6
Threat to Life	3
Threatening Suicide	6
Tow Release	1
Traffic Hazard	65
Transport	1
Trespassing	16
Traffic Stop	934
Unknown Call for Police	1
VIN Check	17
Wanted	2
Warrant Service	6
Weapons Complaint	4
Welfare Check	40
	2215

Westfield Police Department
December 2018

Total # of Calls by Day of Week

DAY	17-Dec	18-Jan	18-Feb	18-Mar	18-Apr	18-May	18-Jun	18-Jul	18-Aug	18-Sep	18-Oct	18-Nov	18-Dec
Sunday	265	224	233	286	345	299	223	378	322	370	306	295	292
Monday	239	310	307	300	344	335	304	385	385	317	416	306	398
Tuesday	282	313	324	304	346	375	353	451	410	346	402	372	313
Wednesday	237	329	303	350	341	419	335	361	474	320	395	311	268
Thursday	257	305	263	366	313	426	360	333	403	340	349	317	276
Friday	333	320	313	454	334	340	429	330	494	350	278	439	310
Saturday	315	293	300	450	348	305	447	332	283	323	318	260	358
TOTAL	1928	2094	2043	2510	2371	2499	2451	2570	2771	2366	2464	2300	2215



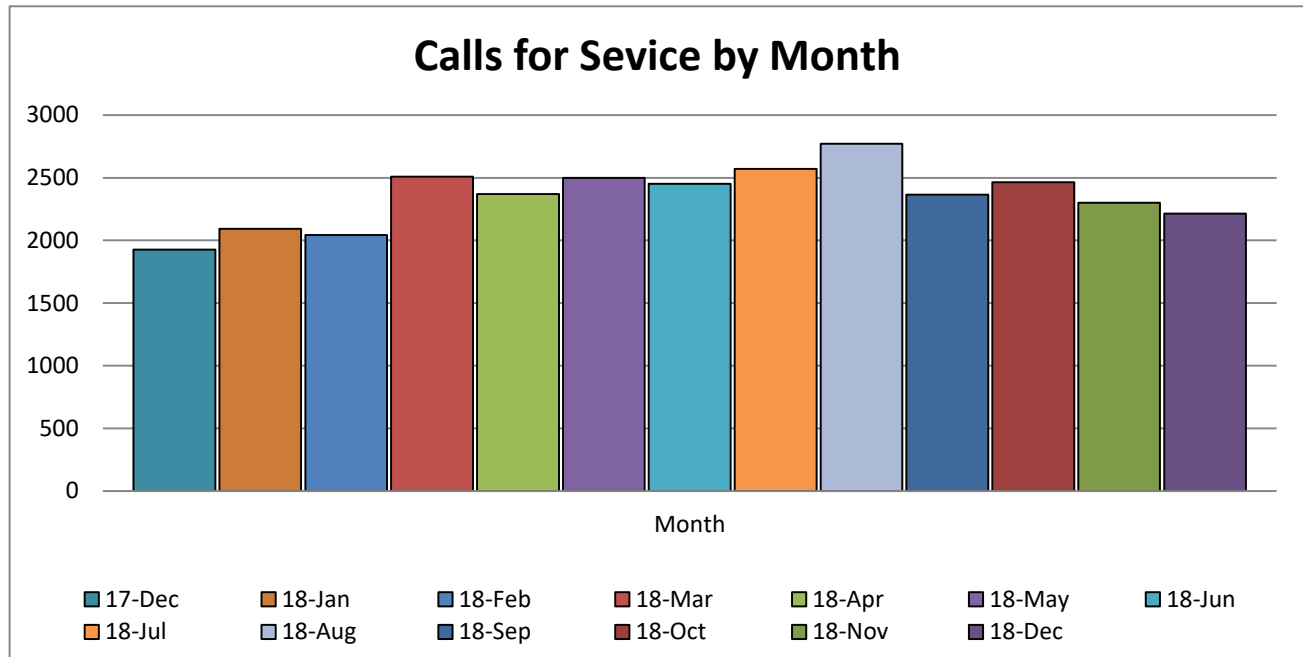
Westfield Police Department

December 2018

Total # of Calls by Hour of Day

HOURL	17-Dec	18-Jan	18-Feb	18-Mar	18-Apr	18-May	18-Jun	18-Jul	18-Aug	18-Sep	18-Oct	18-Nov	18-Dec
0	77	66	73	82	99	90	96	105	78	80	77	70	83
1	44	51	46	62	53	62	78	64	47	68	54	49	47
2	35	37	34	38	56	55	43	50	31	44	37	38	49
3	27	34	23	27	34	30	30	27	21	47	41	47	35
4	18	27	12	11	20	13	29	31	17	17	34	30	23
5	20	24	30	13	20	18	20	32	17	21	17	30	19
6	41	52	50	66	65	64	67	65	46	28	38	40	27
7	77	76	58	99	119	111	128	118	95	79	58	65	70
8	95	72	72	113	106	125	101	123	216	150	134	141	137
9	98	105	106	132	105	142	133	152	180	170	162	166	158
10	123	121	155	157	118	158	158	172	206	162	136	146	139
11	102	93	94	114	118	135	101	129	157	116	114	134	123
12	104	81	74	124	131	99	117	108	127	97	97	109	110
13	102	125	125	159	115	126	140	134	196	106	134	143	108
14	119	135	144	159	133	135	155	142	219	122	164	131	129
15	117	96	122	136	150	139	131	134	189	134	148	118	126
16	84	105	74	130	111	118	122	113	129	130	124	97	97
17	103	106	84	112	124	101	116	111	108	105	113	83	101
18	107	179	143	182	155	168	142	142	164	156	173	149	161
19	122	160	156	186	146	175	120	132	157	149	165	132	115
20	83	71	79	93	89	92	80	79	88	72	96	70	84
21	54	82	69	82	66	93	106	110	89	77	89	97	73
22	87	111	105	122	118	127	132	141	102	111	142	115	101
23	89	85	115	111	120	123	106	156	92	125	117	100	100
TOTAL	1928	2094	2043	2510	2371	2499	2451	2570	2771	2366	2464	2300	2215

Westfield Police Department
December 2018



Westfield Police Department
December 2018

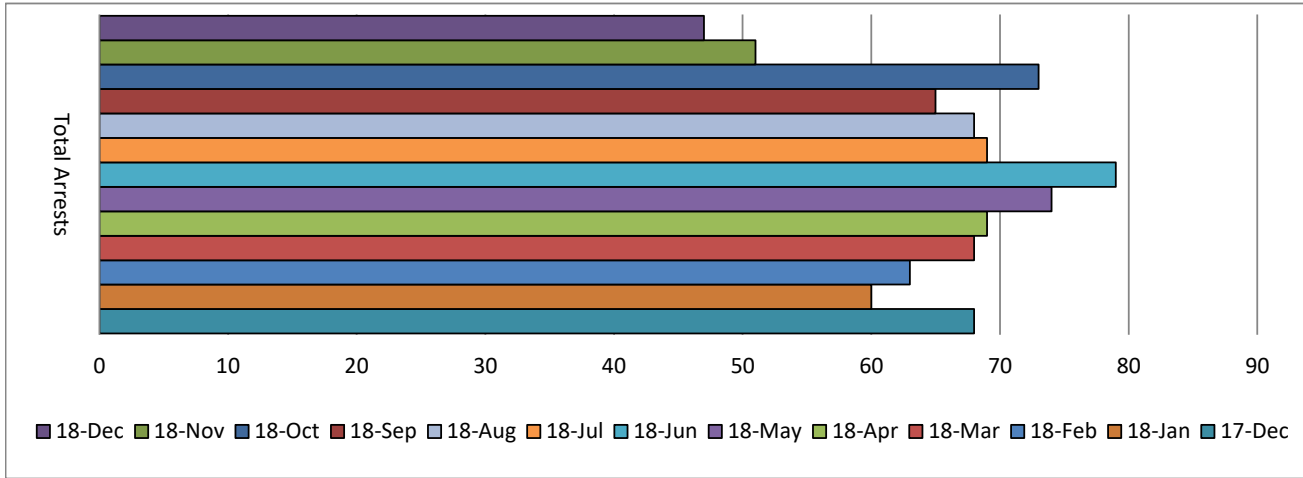
UCR OFFENSES

OFFENSE	17-Dec	18-Jan	18-Feb	18-Mar	18-Apr	18-May	18-Jun	18-Jul	18-Aug	18-Sep	18-Oct	18-Nov	18-Dec
Arson	0	0	1	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	0	0	0	1	0	0	1	0	0	0	1	1	1
Robbery	1	0	1	0	0	0	0	1	0	0	0	0	0
Battery - Aggravated	1	0	1	2	0	0	0	0	0	0	0	0	0
Battery - Simple	14	11	21	11	16	24	11	10	16	11	8	11	11
Burglary	5	1	4	4	4	0	1	1	3	3	0	0	1
Theft	30	26	31	28	24	32	29	51	32	30	24	18	33
Motor Vehicle Theft	0	1	1	0	0	0	2	2	1	1	-1	0	3
TOTAL	51	39	60	46	44	56	44	65	52	45	32	30	49

Westfield Police Department

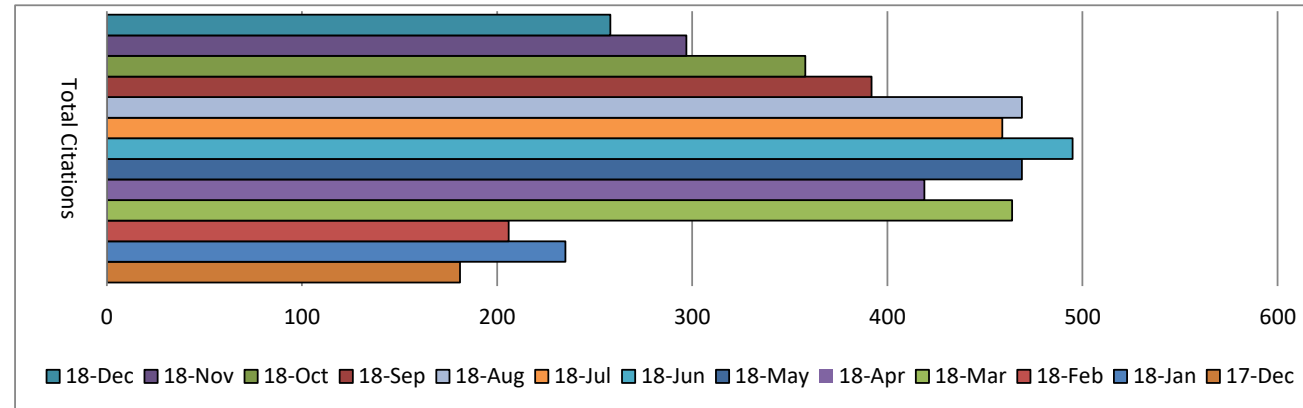
December 2018

Arrest Reports Taken	17-Dec	18-Jan	18-Feb	18-Mar	18-Apr	18-May	18-Jun	18-Jul	18-Aug	18-Sep	18-Oct	18-Nov	18-Dec
Alcohol/ Drug Related	13	15	17	8	19	16	26	24	14	22	28	12	18
Felony Charges	18	5	14	3	10	5	21	8	7	18	10	15	8
Misdemeanor Charges	77	69	69	80	92	78	114	113	109	90	89	52	63
Total Arrests	68	60	63	68	69	74	79	69	68	65	73	51	47



Traffic	17-Dec	18-Jan	18-Feb	18-Mar	18-Apr	18-May	18-Jun	18-Jul	18-Aug	18-Sep	18-Oct	18-Nov	18-Dec
Total Citations	181	235	206	464	419	469	495	459	469	392	358	297	258
Total Written Warning	782	1036	1107	1307	1141	1105	1100	1158	1127	1043	1106	997	1008
Total Traffic Accidents	77	54	44	55	60	80	47	71	66	53	76	60	66
Property Damage	68	48	40	46	53	73	40	67	57	43	66	51	52
Personal Injury	9	6	4	9	6	7	7	4	9	10	9	9	14
Fatality	0	0	0	0	1	0	0	0	0	0	1	0	0
Hit and Run*	3	7	3	1	6	2	6	6	6	3	11	8	6

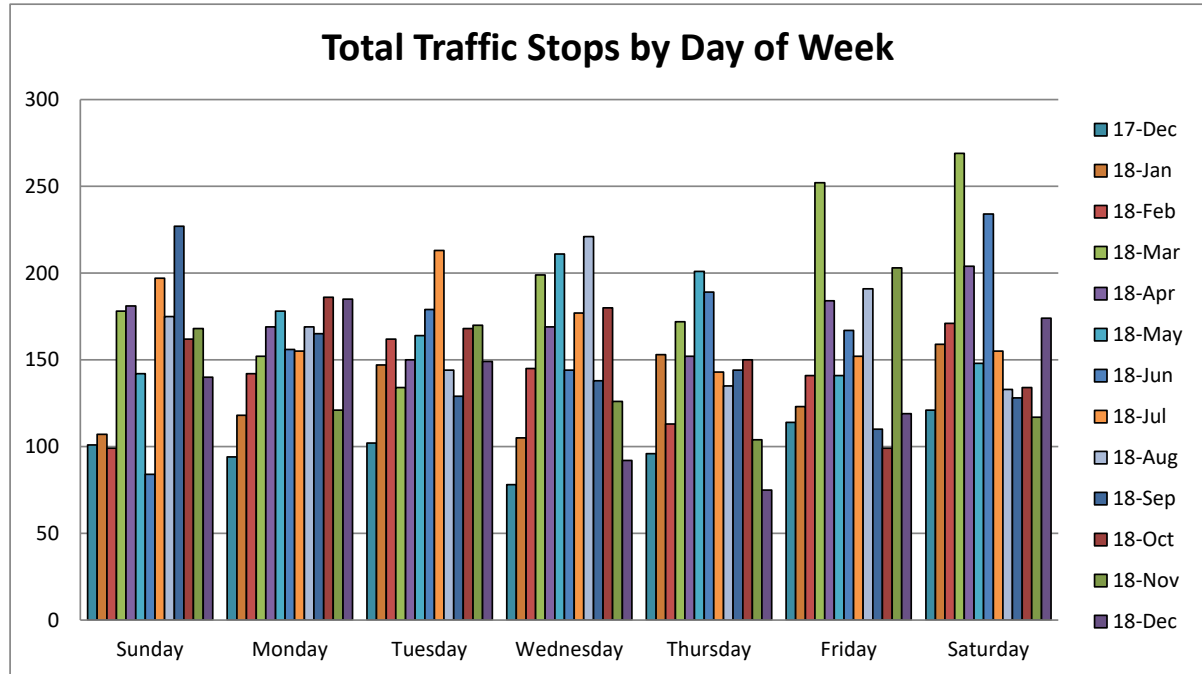
*numbers included in property damage, personal injury, and fatality accidents



Westfield Police Department
December 2018

Traffic Stops by Day of Week

Day:	17-Dec	18-Jan	18-Feb	18-Mar	18-Apr	18-May	18-Jun	18-Jul	18-Aug	18-Sep	18-Oct	18-Nov	18-Dec
Sunday	101	107	99	178	181	142	84	197	175	227	162	168	140
Monday	94	118	142	152	169	178	156	155	169	165	186	121	185
Tuesday	102	147	162	134	150	164	179	213	144	129	168	170	149
Wednesday	78	105	145	199	169	211	144	177	221	138	180	126	92
Thursday	96	153	113	172	152	201	189	143	135	144	150	104	75
Friday	114	123	141	252	184	141	167	152	191	110	99	203	119
Saturday	121	159	171	269	204	148	234	155	133	128	134	117	174
TOTAL	706	912	973	1356	1209	1185	1153	1192	1168	1041	1079	1009	934

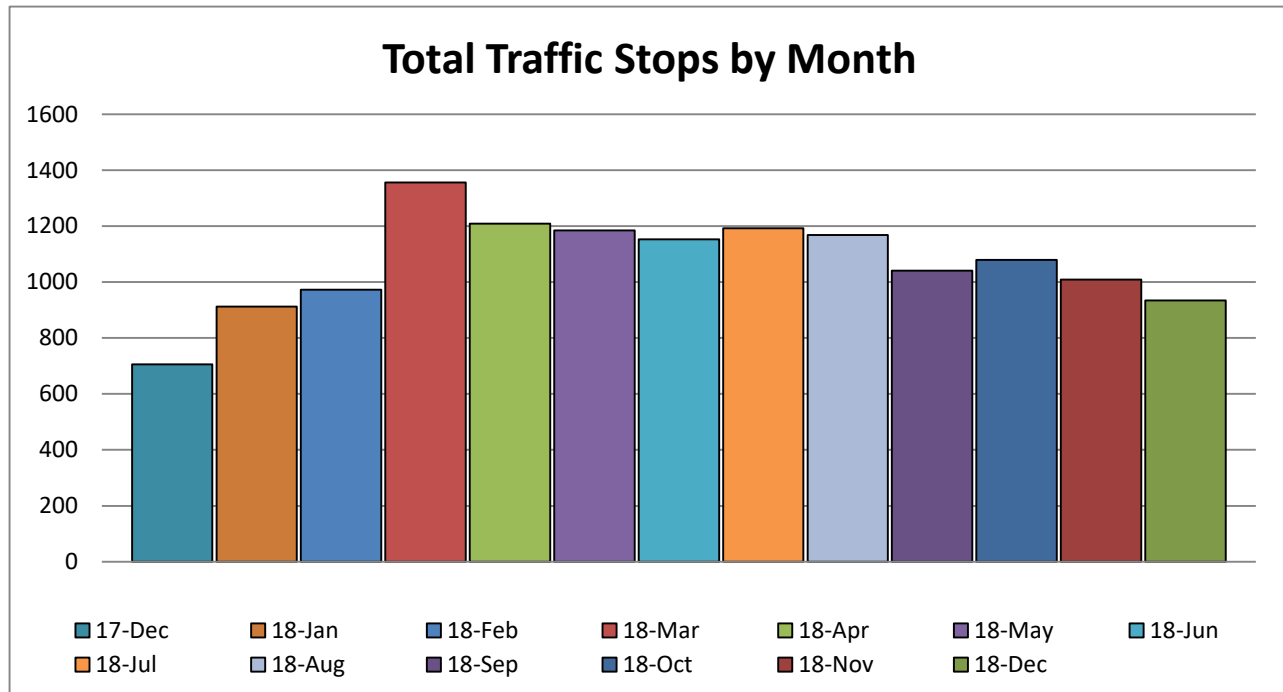


Westfield Police Department
December 2018

Traffic Stops by Hour of the Day

Hour:	17-Dec	18-Jan	18-Feb	18-Mar	18-Apr	18-May	18-Jun	18-Jul	18-Aug	18-Sep	18-Oct	18-Nov	18-Dec
0	47	40	44	59	69	59	63	62	41	49	54	41	42
1	20	24	31	44	36	36	41	35	22	39	28	23	24
2	19	18	23	31	44	35	28	27	10	28	18	19	27
3	11	11	13	12	25	14	15	10	6	27	19	22	17
4	6	9	7	4	7	4	8	12	4	8	20	5	9
5	3	9	13	7	7	7	10	18	4	5	4	11	4
6	19	32	31	42	53	42	44	46	21	10	15	17	11
7	47	34	22	58	86	77	98	67	53	39	20	29	24
8	55	34	25	62	49	57	51	64	97	77	72	63	59
9	21	46	52	67	47	76	74	87	86	87	75	88	76
10	54	58	62	94	71	80	82	104	78	83	60	59	65
11	28	35	34	57	41	51	28	52	68	47	40	53	39
12	25	19	23	43	43	29	32	31	42	25	20	23	30
13	37	44	53	78	62	49	61	41	64	34	40	48	43
14	52	40	69	94	55	60	78	64	106	36	60	52	43
15	30	33	41	73	60	51	62	47	84	65	57	43	38
16	13	18	24	48	37	35	64	50	46	38	28	26	34
17	8	20	13	20	31	18	38	29	23	19	20	23	21
18	41	115	77	109	88	94	58	54	72	59	85	72	91
19	40	99	97	124	74	94	51	51	86	67	93	73	63
20	22	20	32	39	34	28	14	24	18	19	35	26	30
21	13	41	31	35	22	29	30	40	24	26	44	55	18
22	42	51	73	85	80	79	61	73	57	79	86	73	59
23	53	62	83	71	88	81	62	104	56	75	86	65	67
TOTAL	706	912	973	1356	1209	1185	1153	1192	1168	1041	1079	1009	934

Westfield Police Department
December 2018



Westfield Police Department
December 2018
Community Events

12/14/2019	Shopping for Youth Assistance Family - Lt. Gorrell

Westfield Police Department

December 2018

Training

12/5/2018	Modern Police Combatives - Sgt. Carter, Officers L. Carter and Henriquez
12/6/2018	Monthly K9
12/13/2019	Monthly ESU

GAI CONSULTANTS, Inc.
Work Order for Professional Services

Project Number: **D181022.01** Work Order Number: **001**

Project Name: **Towne Road North Extension Planning**

Project Location (City, County, State): **City of Westfield, Hamilton County, Indiana**

The terms and conditions of the Master Services Agreement for Professional Services, dated _____, (hereinafter referred to as "AGREEMENT") between City of Westfield, Indiana, (hereinafter referred to as "CLIENT") and GAI Consultants, Inc. (hereinafter referred to as "GAI") will govern the performance of the services described in this Work Order Number 001 (hereinafter referred to as "WORK ORDER").

Project Description: This WORK ORDER will be used to complete tasks at the direction of the CLIENT for preliminary alignment and right-of-way needs for the Towne Road North Extension project. The client will request the work to be completed and provide (or approve) a written scope prior to the start of work. The tasks completed will be documented on each monthly project status report.

GAI Scope of Services: GAI shall assist the CLIENT with preliminary alignment for the Towne Road north extension and coordinating with adjacent development. Services shall include:

- Roadway alignment and typical section analysis to determine right of way needs as it relates to the Westgate Primary Plat.
- A meeting, if necessary, with the Westgate Developers to coordinate their design with the design of the Towne Road north extension.
- Any other services as requested by the CLIENT pertaining to this project.

Schedule: Pursuant to the provisions of the AGREEMENT between GAI and CLIENT, GAI shall commence work upon receipt of a Notice to Proceed issued by the CLIENT after execution of this WORK ORDER. GAI and CLIENT will agree to a schedule for the services performed by GAI upon the Notice to Proceed provided by the CLIENT.

Compensation: Compensation for services rendered by GAI shall be in accordance with the rates agreed to and incorporated into the AGREEMENT between GAI and CLIENT, unless a different basis of compensation is attached hereto as Exhibit A, in which case Exhibit A shall govern the compensation to be paid by CLIENT to GAI for the services performed under this WORK ORDER. A total Not to Exceed amount of \$5,000.00 is allocated for this WORK ORDER for services performed by GAI. Services will be billed hourly plus expenses at actual costs. If funds are exhausted and GAI's services are still required, additional funds will be added via an amendment to this WORK ORDER.

Assumptions and Understandings: GAI's Scope, Schedule and Compensation as set forth above have been based on the following assumptions and understandings:

- 1) Access to the project site(s) upon which GAI is to conduct its field work will be available to GAI personnel at the time this WORK ORDER is authorized. All exploration locations shall be cleared of buried utilities/piping/structures by Client.
- 2) CLIENT has provided all its requirements for GAI's services under this WORK ORDER at the time this WORK ORDER is authorized.
- 3) CLIENT has provided all available information pertinent to GAI's services, including previous reports/drawings/utility information/topo information, etc. at the time this WORK ORDER is authorized. Unless otherwise noted, GAI may rely upon such information.
- 4) CLIENT will give GAI prompt notice whenever it observes or otherwise becomes aware of any development that affects the scope or timing of GAI's performance.
- 5) CLIENT will examine and provide comments and/or decisions with respect to any GAI interim or final deliverables within a period mutually agreed upon.

GAI CONSULTANTS, Inc.
Work Order for Professional Services

- 6) Any of CLIENT's other consultant(s)/contractor(s) will cooperate and coordinate with GAI in a timely and efficient manner.
- 7) GAI's compensation is based on receiving authorization to proceed with the services described in this WORK ORDER within 45 days. If authorization to proceed is not received within 45 days, GAI reserves the right to revise its compensation.

**REQUESTED AND AUTHORIZED BY
CITY OF WESTFIELD, INDIANA**

By _____

Printed
Name _____

Title _____

**OFFERED AND AGREED BY
GAI CONSULTANTS, INC.**

By _____

Printed
Name Scott F. Hornsby, PE

Title Asst. Vice President-Midwest Markets

END OF WORK ORDER