



CITY OF WESTFIELD, IN
Board of Public Works_Meeting_Agenda_12_15_2021

Wednesday, December 15, 2021 at 01:00 PM

BOARD OR COMMISSION: Board of Public Works and Safety

MEETING DATE: Wednesday, December 15, 2021 at 01:00 PM

MEETING PLACE: Westfield City Hall- Assembly Room

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

AGENDA ITEMS

Meeting Minutes Consideration for Approval

Action Item #1:

Approval of Minutes from November 22, 2021

Documents: [Minutes - November 22, 2021](#)

Bid Approval

NONE

Construction Standards & Specifications Changes

NONE

Change Orders

NONE

Contracts/Agreements

Action Item #2:

A&F Engineering & City of Westfield – 2022 On-Call Contract

Documents: [2022 On Call Contract](#)

Action Item #3:

Wheelhouse Apartments, LLC & City of Westfield – Park Impact Fee Credit Agreement

Documents: [Park Impact Fee Credit Agreement](#)

Quotation

Action Item #4:

RPM Machinery

Documents: [RPM Quote](#)

Permit Approval

Action Item #5:

Duke Energy – Encroachment Application – 18928 Spring Mill Road - Lancaster

Documents: [Encroachment Application](#) | [Duke Encroachment Application Print](#)

Agreements and/or Memorandum of Understanding (MOU)

NONE

Consent Agenda

Conflict of Interest Approval Form – Cindy Gossard

Documents: [Gossard - COI](#)

Conflict of Interest Approval Form – Kerri Gagnon

Documents: [Gagnon - COI](#)

December Bond Information

Documents: [December Bond Information](#)

Department Reports

Fire

Police

Documents: [WPD November Report](#)

Public Works

THE WESTFIELD BOARD OF PUBLIC WORKS AND SAFETY November 22, 2021

The Westfield Board of Public Works and Safety met on November 22, 2021 at City Hall Assembly Rm. Present were, Jim Ake, and Mayor Cook. Jack Russell, Kim Strang, and Manny Herceg were on a Teams call.

Mayor Cook called the meeting to order at 8:02 AM

AGENDA ITEMS:

Action Item #1: Approval of Minutes from October 27, 2021

Jim Ake made the motion to approve the minutes as presented. Jack Russell seconded.
Vote: Yes-3; No-0. Motion carries.

CONTRACTS/AGREEMENTS

Action Item #2: City of Westfield & Pure SEP-Road Impact Fee Agreement

Jeremy Lollar presented stating SEP desires to construct road and trail improvements on SEP property in exchange for a road impact fee credit. SEP will donate the property of said improvements to the city after construction at no cost to the city. The RIF credit has a not to exceed amount of \$434,470.00.

Jim Ake made the motion to approve the RIF credit. Jack Russell seconded. Vote: Yes-3; No-0. Motion carries.

Action Item #3: City of Westfield & V3 Companies-Design & Engineering Contract for Simon Moon

Jeremy Lollar presented stating this is the design contract for the expansion of Simon Moon Park located on the north side of 171st Street. The plans include taking advantage of the reclaimed lagoons/having a recreational fishing pond, open water amenities (kayaking), realigning the Midland Trail, enhancing and reorienting the sledding hill, adding additional shelters to provide education and recreational opportunities, and adding additional parking.

Jim Ake made the motion to approval the design contract. Jack Russell seconded.
Vote: Yes-3; No-0. Motion carries

Action Item #4: City of Westfield & Hagerman-New Fire Department Building

Chief Gaylor presented stating this is a bonding mechanism that states the Mayor authorizes the Building Corporation to seek funding for the new fire station.

Jim Ake made a motion to approve Resolution 21-137 as presented. Jack Russell seconded.
Vote: Yes-3; No-0. Motion carries.

AGREEMENTS AND/OR MEMORANDUM OF UNDERSTANDING (MOU)

NONE

CONSENT AGENDA:

WPD- Vehicle Trades & Disposals

November Bond Information

Mayor Cook made the motion to approve the consent agenda. Jack Russell seconded.
Vote: Yes-3; No-0. Motion carries.

DEPARTMENT REPORTS:

Fire- Chief Gaylor

Police- Chief Rush

Public Works-Jeremy Lollar

With no further business Jim Ake made the motion to adjourn. Jack Russell seconded.
Vote: Yes-3; No-0. Motion carries. The meeting was adjourned at 8:25 AM

Deputy Clerk-Treasurer

Board of Public Works and Safety

CONTRACT

THIS CONTRACT is made and entered into _____, 2021, by and between the City of Westfield, Indiana, acting by and through its Board of Public Works and Safety, hereinafter referred to as the "LOCAL PUBLIC AGENCY", and A&F ENGINEERING CO., LLC., hereinafter referred to as the "CONSULTANT".

WITNESSETH

WHEREAS, the LOCAL PUBLIC AGENCY desires to contract for engineering services required to furnish services to the City of Westfield on an as needed basis; and

WHEREAS, the CONSULTANT has expressed a willingness to provide services on an as needed basis;

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties hereto mutually covenant and agree as follows:

Section 1 Services by CONSULTANT

1.1 The services to be provided by the CONSULTANT under this Contract are as set out in Appendix "A", attached to this Contract, and made an integral part hereof.

Section 2 Information and Services to be Furnished by the LOCAL PUBLIC AGENCY

2.1 The information and services to be furnished by the LOCAL PUBLIC AGENCY are as set out in Appendix "B", attached to this Contract, and made an integral part hereof.

Section 3 Schedule and Notice to Proceed

3.1 The CONSULTANT shall begin the work under this Contract on January 1, 2022.

Section 4 Compensation

4.1 The CONSULTANT shall receive payment for the work performed under this Contract as set forth in Appendix "C", attached to this Contract, and made an integral part hereof.

Section 5 General Provisions

5.1 Work Office

The CONSULTANT shall perform the work under this Contract at 8365 Keystone Crossing, Suite 201, Indianapolis, Indiana 46240.

5.2 Employment

During the period of this Contract, the CONSULTANT shall not engage on this project on a full or part time or other basis any professional or technical personnel who are or have been at any time during the period of this Contract in the employ of the LOCAL PUBLIC AGENCY except regularly retired employees.

5.3 Covenant Against Contingent Fees

The CONSULTANT warrants that they have not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT, to solicit or secure this Contract, and that they have not paid or agreed to pay any company or person, other than a bona fide employee working solely for the CONSULTANT, any fee, commission, percentage, brokerage fee, gifts or any other consideration, contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranty the LOCAL PUBLIC AGENCY shall have the right to annul this Contract without liability, or, at its discretion to deduct from the Contract price or consideration or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

5.4 Subletting and Assignment of Contract

No portion of the work under this Contract shall be sublet, assigned or otherwise disposed of, except with the written consent of the LOCAL PUBLIC AGENCY . Consent to sublet, assign or otherwise dispose of any portion of the work under this Contract shall not be construed to relieve the CONSULTANT of any responsibility for the fulfillment of this Contract. A subcontractor shall not subcontract any portion of its work under this Contract.

5.5 Ownership of Documents

All documents, including tracings, drawings, reports, estimates, specifications, field notes, investigations, studies, etc., as instruments of service, are to be the property of the LOCAL PUBLIC AGENCY. During the performance of the services, herein provided for, the CONSULTANT shall be responsible for any loss or damage to the documents, herein enumerated, while they are in their possession and any such loss or damage shall be restored at their expense. Full access to the work during the progress of the work shall be available to the LOCAL PUBLIC AGENCY.

5.6 Access to Records

The CONSULTANT and their subcontractors shall maintain all books, documents, papers, accounting records and other evidence pertaining to the cost incurred and shall make such materials available at its respective offices at all reasonable times during the period of this Contract and for three years from the date of final payment under the terms of this Contract, for inspection by the LOCAL PUBLIC AGENCY and copies shall be furnished if requested.

5.7 Compliance with State and Other Laws

The CONSULTANT specifically agrees that in performance of the services herein enumerated by him or by a subcontractor or anyone acting in behalf of either, that they will comply with any and all Local, State, and Federal statutes, ordinances, and regulations and obtain all permits that are applicable to the entry into and performance of this Contract.

5.8 Responsibility for Claims and Liabilities

The CONSULTANT shall be responsible for all damage to life and property due to activities of the CONSULTANT, his subcontractors, agents, or employees in connection with such services, and shall be responsible for all parts of his work both temporary and permanent.

5.9 Status of Claims

The CONSULTANT shall be responsible for keeping the LOCAL PUBLIC AGENCY currently advised as to the status of any claims made for damages against the CONSULTANT resulting from services performed under this Contract. The CONSULTANT shall send notice of claims related to work under this Contract to the LOCAL PUBLIC AGENCY.

5.10 Workman's Compensation and Liability Insurance

The CONSULTANT shall procure and maintain, until final payment by the LOCAL PUBLIC AGENCY for the services covered by this Contract, insurance of the kinds and in the amounts hereinafter provided in insurance companies authorized to do such business in the State of Indiana covering all operations under this Contract whether performed by him or by his subcontractor. The CONSULTANT will not be given a notice to proceed until the CONSULTANT has furnished a certificate or certificates in a form satisfactory to the LOCAL PUBLIC AGENCY, showing that this section has been complied with. During the life of this Contract, the CONSULTANT shall furnish the LOCAL PUBLIC AGENCY with certificates

showing that the required insurance coverage is maintained. The certificate or certificates shall provide that the policies shall not be changed or canceled until ten (10) days written notice has been given to the LOCAL PUBLIC AGENCY. In the event that such written notice of change or cancellation is given, the LOCAL PUBLIC AGENCY may at its option terminate this Contract and no further compensation shall in such case be made to the CONSULTANT.

The kinds and amounts of insurance required are as follows:

- (A) Policy covering the obligations of the CONSULTANT in accordance with the provisions of the Workmen's Compensation Law. This Contract shall be void and of no effect unless the CONSULTANT procures such policy and maintains it until acceptance of the work.
- (B) Comprehensive Policies of Bodily Injury Liability and Property Damage Liability Insurance, including Owners and Contractors Protective Coverage and a Save and Hold Harmless Endorsement of the types herein specified each with Bodily Injury Limits of Liability of not less than \$100,000.00 for each person, including death at any time resulting therefrom, and not less than \$300,000.00 in any one accident, and not less than \$100,000.00 for all damages arising out of injury to or destruction of property.
- (C) Automobile Policies of Bodily Injury and Property Damage Liability Insurance of the types herein specified with bodily injury limits of liability of not less than \$100,000.00 for each person, including death at any time resulting therefrom, and not less than \$300,000.00 in any one accident, and not less than \$100,000.00 for all damages arising out of injury to or destruction of property, including hired and non-owned vehicles.

5.11 Changes in Work

In the event the LOCAL PUBLIC AGENCY requires a major change in scope, character or complexity of the work after the work has progressed as directed by the LOCAL PUBLIC AGENCY, adjustments in compensation to the CONSULTANT and in time of performance of the work as modified, shall be determined by the LOCAL PUBLIC AGENCY in the exercise of its honest and reasonable judgment and the CONSULTANT shall not commence the additional work or the change of the scope of the work until a supplemental agreement is executed and the CONSULTANT is authorized in writing by the LOCAL PUBLIC AGENCY.

5.12 Delays and Extensions

The CONSULTANT agrees that no charges or claim for damages shall be made by him for any delays or hindrances from any cause whatsoever during the progress of any portion of the services specified in this Contract. Such delays or hindrances, if any, shall be compensated for by an extension of time for such period as may be determined by the LOCAL PUBLIC AGENCY in the exercise of its honest and reasonable judgement, it being understood, however, the permitting of the CONSULTANT to proceed to complete any services, or any part of them after the date to which the time of completion may have been extended, shall in no way operate as a waiver on the part of the LOCAL PUBLIC AGENCY of any or its rights herein.

5.13 Abandonment and Termination

The LOCAL PUBLIC AGENCY reserves the right to terminate or suspend this Contract upon written notice.

- (A) If the LOCAL PUBLIC AGENCY shall abandon the services herein mentioned, the CONSULTANT shall deliver to the LOCAL PUBLIC AGENCY all data, reports, drawings, specifications, and estimates completed or partially completed and these shall become the property of the LOCAL PUBLIC AGENCY . The earned value of the work performed shall be based upon an estimate of the portions of the total services as have been rendered by the CONSULTANT to the date of the abandonment and which estimate shall be a made by the LOCAL PUBLIC AGENCY in the exercise of its honest and reasonable judgement for all services to be paid for on a lump sum basis.
- (B) If, at any time, for any cause whatsoever, the CONSULTANT shall abandon or fail to timely perform any of its duties hereunder, including the preparation and completion of plans and specifications within the several times herein - before specified, or within such further extension or extensions or time as agreed upon, the LOCAL PUBLIC AGENCY may give written notice, that if the CONSULTANT shall not within twenty (20) calendar days from the date of such notice, have complied with the requirements of this Contract, then the Contract is deemed terminated. Upon the mailing or delivery of such notice or personal delivery thereof to the CONSULTANT, and the failure of the CONSULTANT within said described (20) day period to fully comply with each and all requirements of this Contract, this Contract shall terminate and the LOCAL PUBLIC AGENCY may by any method it deems to be necessary designate and employ other consultants by agreement or otherwise, to perform and complete the services herein described. When written notice is referred to herein, it shall be deemed given when deposited in the mail addressed to the CONSULTANT at its last known address.

- (C) In case the LOCAL PUBLIC AGENCY shall act under the last preceding paragraph, then and in such event, all data, reports, drawings, plans, sketches, sections, and models, all specifications, estimates, measurements and data pertaining to the project, prepared under the terms or in fulfillment of this Contract, shall be delivered within twenty (20) days to the LOCAL PUBLIC AGENCY . In the event of the failure by the CONSULTANT to make such delivery upon demand, then and in that event the CONSULTANT shall pay to the LOCAL PUBLIC AGENCY any damage it may sustain by reason thereof.

5.14 Successors and Assignees

The LOCAL PUBLIC AGENCY, insofar as authorized by law, binds itself and its successors, and the CONSULTANT binds their successors, executors, administrators and assignees, to the other party of this Contract and to the successors, executors, administrators and assignees of such other party, as the case may be insofar as authorized by law, in respect to all covenants of this Contract. Except as above set forth, neither the LOCAL PUBLIC AGENCY nor the CONSULTANT shall assign, sublet or transfer its or their interest in this Contract without the consent of the other.

5.15 Supplements

This Contract may only be amended, supplemented or modified by a written document executed in the same manner as this Contract.

5.16 Non-Discrimination

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

5.17 E-Verify

Pursuant to Ind. Code § 22-5-1.7-11, CONSULTANT, by entering into this Contract with LOCAL PUBLIC AGENCY, is required to enroll in and verify the work eligibility status of all of its newly hired employees through the E-Verify program. CONSULTANT is not required to verify the work eligibility status of all of its newly hired employees through the

E-Verify program if the E-Verify program no longer exists. CONSULTANT hereby states that it does not knowingly employ an unauthorized alien. CONSULTANT further affirms that it will enroll in the E-Verify program, and agrees to verify the work eligibility status of all its newly hired employees through the E-Verify program.

5.18 Non-Appropriation

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

5.19 Governing Law and Venue

This Contract shall be governed, construed, and enforced in accordance with laws of the State of Indiana. Hamilton County courts shall have exclusive jurisdiction of any legal action arising out of this Contract.

5.20 Severability

The invalidity of any section, clause, or provision of this Contract shall not affect the validity of the remaining sections, subsections, clauses, or provisions of this Contract.

5.21 Counterparts

This Contract may be executed simultaneously in one or more counterparts, each of which shall be considered an original, but all of which together constitute one Contract. Delivery of this Contract may be accomplished by facsimile.

5.22 Headings

The headings of this Contract are for reference only, and shall not limit or otherwise affect the terms or provisions of this Contract.

IN TESTIMONY WHEREOF, the parties hereto have executed this Contract.

A&F ENGINEERING CO., LLC.

BY 
Steven J. Fehribach, P.E.
President

BOARD OF PUBLIC WORKS AND SAFETY
CITY OF WESTFIELD, INDIANA

BY _____
Member

BY _____
Member

BY _____
Member

Attest: 
BY _____
Joseph T. Rengel, P.E., PTOE
Vice President

Attest:
BY _____

APPENDIX "A"

SCOPE OF WORK

1. PROFESSIONAL SERVICES

The following is a list of services that may be included as part of the annual agreement. The agreement is to provide the LOCAL PUBLIC AGENCY of Westfield with Professional Engineering Services on a as needed basis. The items listed below are examples of work previously conducted for LOCAL PUBLIC AGENCIES. These items are conducted on an as needed basis, but the intent is not to cover all intersections or roadways within the LOCAL PUBLIC AGENCY limits.

2. STUDIES

- Speed Studies
- 4-Way Stop Control Studies
- Preliminary Signal Warrant Studies
- Development Traffic Assessments
- Left-Turn Lane Requirement Studies
- Right-Turn Lane Requirement Studies
- Queue Length Studies

3. MISCELLANEOUS

- Pavement Marking Layout
- Pavement Marking Design
- Preliminary Intersection Design
- Review Intersections for Lane Configuration
- 24 Hour Traffic Volume Counts
- Peak Hour Traffic Volumes Counts
- Signal Timing Analysis

4. ADDITIONAL SERVICES

For all design services, a lump sum contract will be provided, if requested.

APPENDIX "B"

**INFORMATION & SERVICE TO BE FURNISHED BY THE LOCAL
PUBLIC AGENCY**

1. The LOCAL PUBLIC AGENCY shall furnish the CONSULTANT with the following:
 - A. The LOCAL PUBLIC AGENCY shall designate an employee as the Project Coordinator to coordinate activities between the LOCAL PUBLIC AGENCY and CONSULTANT.
 - B. Compensate the CONSULTANT for their services.

APPENDIX "C"

COMPENSATION

1. Amount of Payment

A. Not to Exceed Fee:

This Contract shall be an hourly rate contract based on the following rates. However, a lump sum will be provided if requested by the LOCAL PUBLIC AGENCY. The maximum Contract amount is \$20,000.00 unless modified by the LOCAL PUBLIC AGENCY.

Department Manager	\$220.00
Lead Engineer	\$175.00
Staff Engineer	\$140.00
CADD Technician	\$115.00
Inspector	\$100.00
Data Collector	\$ 85.00
Administrative	\$ 75.00



UNIFORM CONFLICT OF INTEREST DISCLOSURE STATEMENT

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

Indiana Code 35-44.1-1-4

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

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

1. **Name and Address of Public Servant Submitting Statement:** Cindy J Gossard
18129 Viewpoint Lane Westfield, IN 46074
2. **Title or Position With Governmental Entity:** Clerk Treasurer
3. a. **Governmental Entity:** City of Westfield
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):** Cindy J Gossard

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.):
Clerk Treasurer

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.):

Related to Chief Deputy Clerk Treasurer

(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 Board of Public Works of
(Title of Officer or Name of Governing Body)

City of Westfield
(Name of Governmental Entity)

and having the power to appoint

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

Elected Official

Office

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

Jan 1, 2022

Date Submitted (month, day, year)

Dec 31, 2022

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

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

Signed: Cindy Gossard
(Signature of Public Servant)

Date: 12/8/2021
(month, day, year)

Printed Name: Cindy J Gossard
(Please print legibly.)

Email Address: c.gossard@westfield.in.gov

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



UNIFORM CONFLICT OF INTEREST DISCLOSURE STATEMENT

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

Indiana Code 35-44.1-1-4

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

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

1. Name and Address of Public Servant Submitting Statement: Herri Gagnon
18831 Big Circle Dr. Noblesville IN 46062
2. Title or Position With Governmental Entity: Chief Deputy Clerk Treasurer
3. a. Governmental Entity: City of Westfield
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): Herri Gagnon

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.):
Chief Deputy Clerk Treasurer

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.):

Related to Clerk Treasurer

(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 Board of Public Works of
(Title of Officer or Name of Governing Body)
City of Westfield and having the power to appoint
(Name of Governmental Entity)

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

Elected Official

Office

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

Jan 1 2022-
Date Submitted (month, day, year)

Dec 31 2022
Date of Action on Contract or Purchase (month, day, year)

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

Signed: Kerri Gagnon
(Signature of Public Servant)

Date: 12-3-2021
(month, day, year)

Printed Name: Kerri Gagnon
(Please print legibly.)

Email Address: kgagnon@westfield.in.gov

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

ENCROACHMENT PERMIT APPLICATION

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

For Office Use Only

Permit Number _____

Expires _____

Permit Fee _____

Fee Waived _____

Application Date: _____ Estimated Completion Date: _____

Work Address: _____ Subdivision: _____

Name of Contractor/Utility: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Fax: _____

Email: _____

Name of Sub-Contractor: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Fax: _____

Email: _____

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

IUPPS Number: _____

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

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

Please describe proposed work: _____

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

SIZE OF STREET OR RIGHT-OF-WAY CUT

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

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

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

TRAFFIC PORTION AFFECTED BY PERMIT

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

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

TERMS AND CONDITIONS FOR ENCROACHMENT PERMIT

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

Signature of Applicant: _____ Title: _____

Printed Name: _____ Date: _____

Company Name: _____ Phone Number: _____

For Office Use Only:

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

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

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

Director/or his representative

Project Manager/when applicable

Date Approved

PARK IMPACT FEE CREDIT AGREEMENT

This PARK IMPACT FEE CREDIT AGREEMENT (“Agreement”) is made and entered into as of the ____ day of December, 2021, by and between the City of Westfield, Indiana, (the “City”) and Wheelhouse Apartments, LLC, (the “Developers”) as follows:

WHEREAS, Westfield desires to assist development and integrate improvements of complementary infrastructure collaboratively with the development community;

WHEREAS, the development community desires to assist Westfield in its efforts to improve the Westfield associated infrastructure;

WHEREAS, as the developers wish to develop a new residential planned development to be known as Wheelhouse Apartments (the “Development”);

WHEREAS, park impact fees are required to be paid to Westfield by the Developers in accordance with City Ordinance 17-49;

WHEREAS, Developers desire to construct a portion of the Monon Trail through the Development in substantial compliance with the alignment illustrated in **Exhibit A** (the “Trail”);

WHEREAS, the Developers wish to receive park impact fee credits to offset the cost associated with constructing the Trail.

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

- 1) Developers shall prepare cost estimates associated with construction of the Trail prior to initiating construction of the Trail.
- 2) The Director of Public Works shall review and approve such estimates prior to construction of the Trail, such approval shall not be unreasonably withheld.
- 3) Developers shall construct the Trail in accordance with City Construction Standards.
- 4) For any portion of the Trail constructed outside of a street right-of-way, Developers shall dedicate the Trail corridor and adjacent real estate to the City at no cost to City.
- 5) Developers shall receive park impact fee credits in an amount equal to the cost of constructing the Trail or in an amount that shall not exceed \$324,210.00
- 6) Any costs associated with Preliminary Engineering, Permitting or Land cost are not creditable.

- 7) Any notice, statement, demand, or other communication required or permitted to be given, rendered or made shall be addressed as indicated below:

If to Westfield:

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

With a copy to:

Taft
One Indiana Square, Suite 3500
Indianapolis, IN 46204
Attn: Manny Herceg

If to Developer:

Wheelhouse Apartments, LLC
Attn: John C. Hart, Jr.
805 City Center Drive, Suite 120
Carmel, IN 46032

[REMAINDER OF PAGE LEFT BLANK INTENTIONALLY]

ALL OF WHICH IS APPROVED THIS _____ DAY OF _____ 2021.

WESTFIELD BOARD OF PUBLIC WORKS & SAFETY

J. Andrew Cook – Mayor

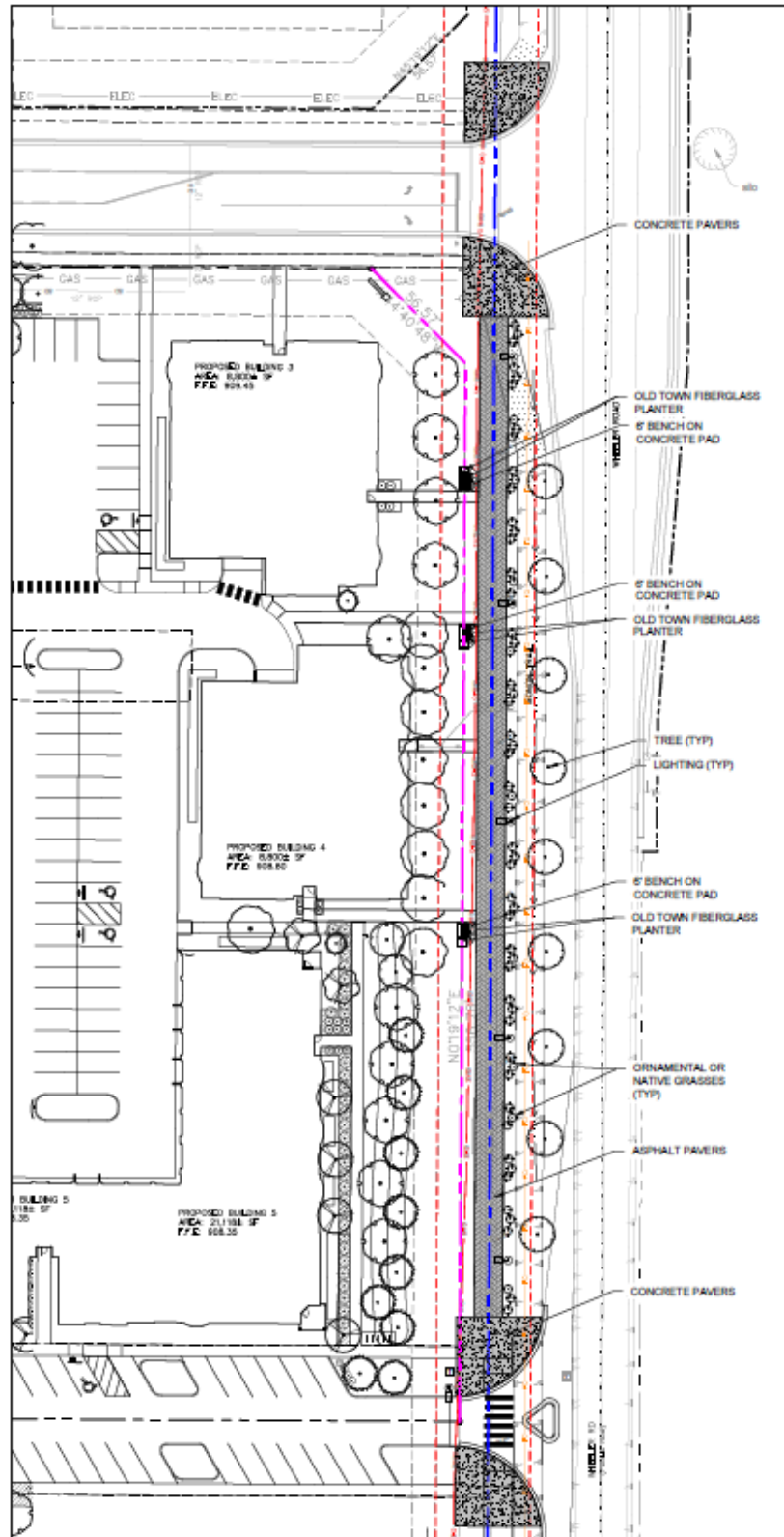
Jim Ake

Larry Clarino

ATTEST:

Cindy J. Gossard, Clerk Treasurer

EXHIBIT A THE TRAIL





Equipment Sales Order

Company Name		City of Westfield		Contact Name	Travis Stetnish	Order Date	11/18/2021
Street Address		2706 E 171st Street		Salesman	Eric Murphy	Phone #	317-605-6625
City	Westfield	State	IN	Zip	46074	County	Hamilton

NO DELIVERY OF GOODS TO BE MADE UNTIL FULL SETTLEMENT IS RECEIVED

Unit #	C015458	Year	2022	Make	Case	Model	221F	Serial #	16322775	Hours	0
Machines and Attachments								Price	\$	-	
Case 321 compact wheel loader								\$	136,790.00		
FPT F5H 4 cyclinder tier 4 final engine											
4 wheel drive											
Electro-hydraulic joystick controls											
Professional package											
Deluxe enclosed cab											
Air seat											
Radio w/speakers											
Creep speed											
Secondary high flow aux. hydraulics											
Auto ride control											
LED front and rear lights											
Site watch											
Options:											
HS axles slip differential lock											
365/80 R20 L2 Dunlop tires											
Cold weather package and 1.44 cu yd GP bucket - 83" w/cutting edge											
SourceWell contract #42698								\$	(42,405.00)		
Eterra Raptor boom arm								\$	44,115.00		
Eterra Cyclone 48" rotary mower											
Eterra 5' sickle bar											

Trade-In Equipment

Year	Hours	Make	Model	Serial Number	Trade Allowance	Amount Owing	Net Trade Allowance	Owed to Whom	Note #
2005	2306	New Hol	TS115A	47124320	\$ 21,500.00	\$ -	\$ 21,500.00	0	
		Alamo	Timbercat		\$ -	\$ -	\$ -		
2016	435	Stepp	SMMT		\$ 11,500.00	\$ -	\$ 11,500.00		
Total Trade Allowance					\$ 33,000.00	\$ -	\$ 33,000.00		

Other		1. Selling Price		\$	138,500.00
1. Other		\$	-		
2. Extended Warranty		\$	-		
3. Maintenance Plan		\$	-		
4. Physical Damage Insurance		\$	-		
5. Total Other Fees (1+2+3+4)		\$	-		
Rental Credit Calculation		2. Rental Credit (per left column)		\$	-
1. # Months		0	3. Trade Allowance (per above)		\$ 33,000.00
2. Monthly Rental Rate		\$	-	4. Net Price (1-2-3)	
3. Total Rental (1x2)		\$	-	\$ 105,500.00	
4. % Credit Granted		0%	5. Federal Excise		\$ -
5. Rental Credit (3x4)		\$	-	6. Michigan Tax	
				0%	\$ -
				7. Indiana Tax	\$ -
				8. Balance Owed On Trade	\$ -
				9. Cash with Order	\$ -
				10. Other Fees (LH Couolumn)	\$ -
				11. Balance Due 5+6+7+8+10	\$ 105,500.00
				Terms	☒ X
				Cash on Delivery	
				Retail Installment Contract	
				if retail contract, indicate desired length of contract	0
				if retail contract, indicate desired interest rate	0.00%

ALL TERMS SUBJECT TO CREDIT APPROVAL

Customer Signature of Acceptance

Date



December 15, 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:

- SBI, 1, LLC, 169th Street Industrial, Bond #B3269383, \$67,454.00, ROW Improvements, including Passing Blister & Repaving of Road Leading into Industrial Park at 800-900 East 169th Street
- Epcon Westfield, LLC, Courtyards of Westfield, Section 1, Bond #PB00155801469, \$82,619.57, Erosion Control
- Epcon Westfield, LLC, Courtyards of Westfield, Section 1, Bond #PB00155801517, \$96,253.67, ROW Work
- Clayton Properties, d/b/a Arbor Homes, Orchard View, Section 2, Bond #6135008931, \$2,463.62, Sidewalk
- Platinum Properties Management Company, LLC, Lancaster, Section 2, Bond #3740002, \$295,573.30, Storm Sewers-Pipe Structures
- Platinum Properties Management Company, LLC, Lancaster, Section 2, Bond #3740003, \$121,959.20, Storm Sewers-Under Curb & Rear Yard SSD
- Platinum Properties Management Company, LLC, Lancaster, Section 2, Bond #3740000, \$20,218.00, Concrete Common Area Walks & Ramps
- Platinum Properties Management Company, LLC, Lancaster, Section 2, Bond #3740001, \$65,794.30, Asphalt Paving-Clean Tac & Surface Coat
- Platinum Properties Management Company, LLC, Lancaster, Section 8, Bond #3740004, \$3,405.60, Concrete Common Area Walks & Ramps
- Platinum Properties Management Company, LLC, Lancaster, Section 8, Bond #3740005, \$21,243.75, Asphalt Paving-Clean Tac & Surface Coat
- Platinum Properties Management Company, LLC, Lancaster, Section 8, Bond #3740007, \$36,521.10, Storm Sewers-Under Curb SSD
- Platinum Properties Management Company, LLC, Lancaster, Section 8, Bond #3740006, \$108,231.20, Storm Sewers-Pipe Structures
- Chatham Hills, LLP, Chatham Village, Section 1, Rider for Bond #1089207, Bond Amount Raised to \$1,082,192.10, Additional Items Covered Include: Storm Sewer & SSD, Concrete Sidewalks, Concrete ADA Ramps, Curbs, & Local Street Pavement

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:

- Beazer Homes Indiana, LLP, West Rail at the Station, Section 2, Bond #SNN4009357, \$67,012.15, Erosion Control
- JKEs, Inc. d/b/a Smith Projects, Gristmill Crossing Residential Mass Grading, Bond #INC61187, \$356,469.30, Erosion Control
- William Eric Group, LLC, Harmony Shoppes, Bond #PR2715077, \$21,194.25, Erosion Control
- Platinum Properties Management Company, LLC, Lancaster, Section 1, Bond #3151981, \$88,660.00, Erosion Control
- Platinum Properties Management Company, LLC, Lancaster, Section 5, Bond #3151997, \$40,595.50, Erosion Control

Maintenance Bond Acceptance

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

- Clayton Properties, d/b/a Arbor Homes, Orchard View, Section 2, Bond #6135008922, \$12,542.73, Streets & Curbs
- Clayton Properties, d/b/a Arbor Homes, Orchard View, Section 2, Bond #6135008913, \$9,194.70, Storm Sewer
- Langston Development Company, Inc., Lakes at Shady Nook, Section 3, Bond #LICX1210783, \$17,629.00, Storm Sewer, Swale SSD, Video & Jetting, Sidewalks & Erosion Control
- Platinum Properties Management Company, LLC, Lancaster, Section 1, Bond #3740008, \$8,060.00, Erosion Control
- Platinum Properties Management Company, LLC, Lancaster, Section 5, Bond #3740009, \$3,690.50, Erosion Control
- E&B Paving, LLC, Lancaster, Section 7, Bond & Rider #30116879, \$2,839.20, Asphalt Paving, Entry ROW Path
- Harding Asphalt, d/b/a Harding Group, Lancaster, Section 2, Bond #7901082279, \$25,054.50, Asphalt Paving-Local (Stone & Binder)
- Karns, Inc., Lancaster, Section 2, Bond #BMIH848921, \$5,634.20, Concrete Curbs
- Harding Asphalt, d/b/a Harding Group, Lancaster, Section 8, Bond #7901082281, \$8,109.45, Asphalt Paving-Local (Stone & Binder)
- Karns, Inc., Lancaster, Section 8, Bond #BMIH848942, \$1,950.00, Concrete Curbs
- Mini Storage Depot at Westfield, LLC, Bond & Rider #DVHNSU0807090, \$25,606.00, Storm, Sidewalk, Trail, ROW, & Erosion Control

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:

- Shelton Cove Development, Shelton Cove, Section 1, Bond & Rider #1153399, \$79,066.95, Storm Sewer Infrastructure, Onsite Curb & Roadway, 186th Street EB Lane, Acceleration/Deceleration Lane, Common Sidewalks, Perimeter Path, & Erosion Control
- Windsor Estates of Westfield, LLC, Bond #1163569, \$19,196.69, Streets & Curbs

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**

Letter of Credit Release

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

- **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:

- Patch SBI, LLC, 169th Street Industrial, Cash in Lieu and Development Agreement, Streets/Curbs, Trail, & Erosion Control

Westfield Police Department

Monthly Performance Measures Report



Board of Public Works & Safety

November 2021

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Westfield Police Department

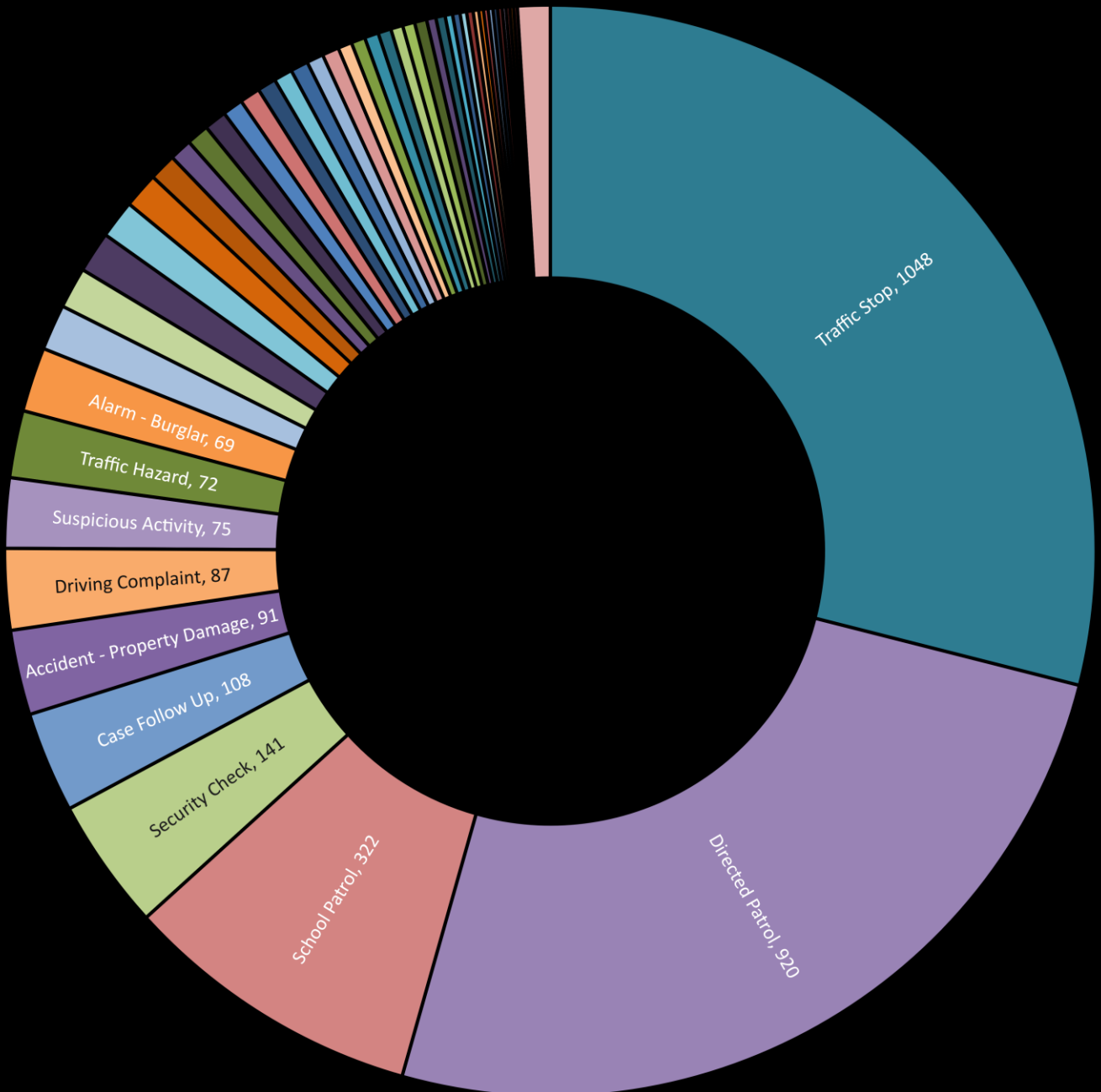
November 2021

Events by Nature

Incident Type	Count	Incident Type Cont.	Count Cont.
911 Hang Up	22	K9 Detail	2
Abandoned Vehicle	5	Kidnapping	0
Abandonment	0	Lock Out	44
Abuse / Neglect	3	Loud Party	2
Accident - Hit & Run PD	13	Mental Emotional - Violent	4
Accident - Hit & Run PI	0	Mental Emotial/Suicide Attempt	3
Accident - Other	1	Mental Person	7
Accident - Property Damage	91	Miscellaneous	15
Accident - Personal Injury	8	Missing Person	5
Accident - Sinking Vehicle	0	Missing Person - PLS	0
Accident - Unknown	1	New Call	0
Accelerator Stuck	0	Nuisance	5
Active Assailant	0	Ordinance Misc.	13
Alarm - Other	1	Parking Complaint	24
Alarm - Vehicle	1	Physical Disturbance	10
Alarm - Burglar	69	Product Contamination	0
Alarm - Hold Up	20	Reckless Activity	0
Animal Bite / Attack	4	Road Rage	4
Animal Complaint	24	Robbery	0
Assist Fire	44	Runaway	5
Assist Other Department	14	School Patrol	322
Assist Public	29	Security Check	141
Battery	3	Sex Offense	2
Bomb Device Found	0	Shooting	0
Bomb Threat	0	Solicitor	0
Burglary	3	Special Detail	0
Carjacking	0	Stabbing	0
Case Follow Up	108	Suicide	0
Child Seat Inspection	0	Suspicious Activity	75
Civil Dispute	22	Suspicious Package	1
Criminal Mischief	13	Suspicious Person	1
Damage to Property	0	Test	0
Death Investigation	0	Theft	41
Directed Patrol	920	Theft - From a Vehicle	6
Disturbance	20	Theft - of a Vehicle	8
Driving Complaint	87	Theft Shoplifter	3
Drug Complaint	19	Threat to Life	7
Drug Lab	0	Threatening Suicide	2
Escort	4	Tow Release	0
Fight	1	Traffic Hazard	72
Firearms Shots Fired	1	Transport	0
Found / Lost Property	15	Trespassing	10
Found Person	2	Traffic Stop	1048
Fraud Prescription	0	Unknown Call for Police	0
Fraud / Deception	24	VIN Check	38
Harassment	15	Wanted	1
Intoxicated Person	5	Warrant Service	1
Investigation	18	Weapons Complaint	0
Jail Incident	0	Welfare Check	49
Juvenile Complaint	18	Total	3619

Westfield Police Department
November 2021

Monthly Events by Incident Type
November 2021

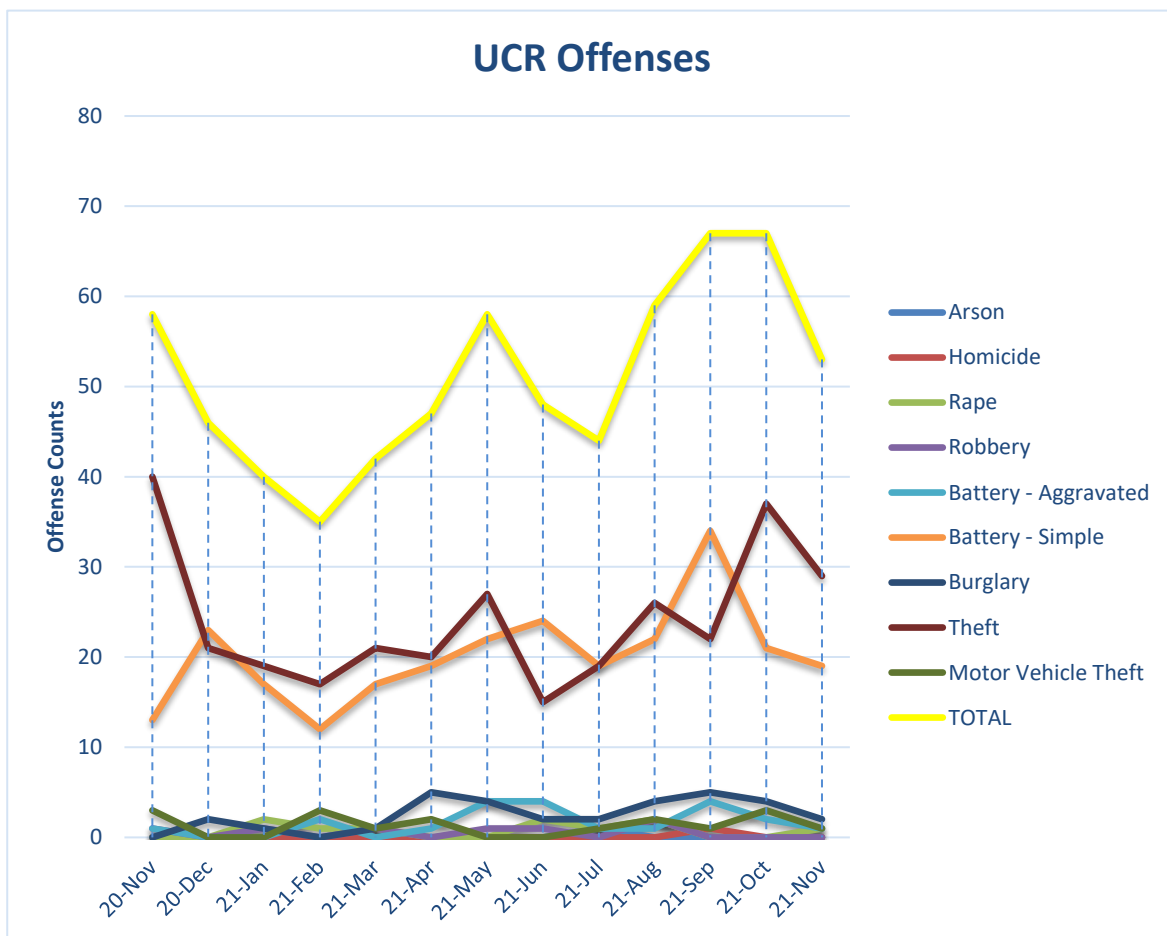


Westfield Police Department

November 2021

UCR OFFENSES

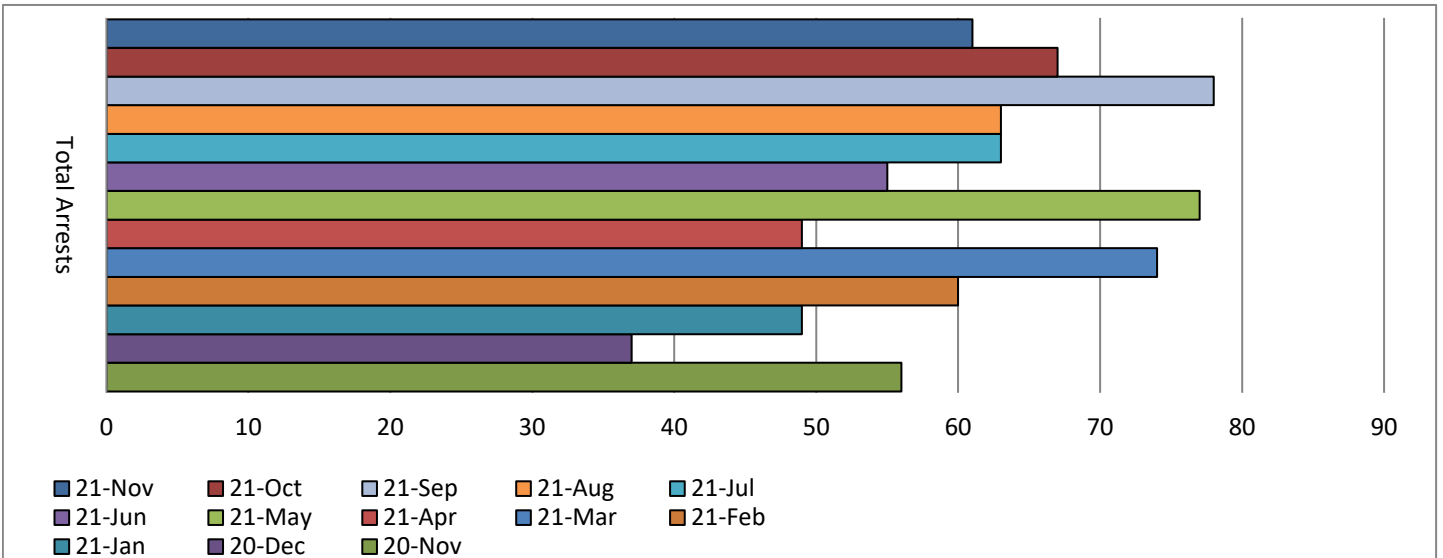
OFFENSE	20-Nov	20-Dec	21-Jan	21-Feb	21-Mar	21-Apr	21-May	21-Jun	21-Jul	21-Aug	21-Sep	21-Oct	21-Nov
Arson	0	0	0	0	0	0	0	0	1	0	0	0	0
Homicide	0	0	0	0	0	0	0	0	0	0	1	0	0
Rape	0	0	2	1	1	0	0	2	1	2	0	0	1
Robbery	1	0	1	0	1	0	1	1	0	2	0	0	0
Battery - Aggravated	1	0	0	2	0	1	4	4	1	1	4	2	1
Battery - Simple	13	23	17	12	17	19	22	24	19	22	34	21	19
Burglary	0	2	1	0	1	5	4	2	2	4	5	4	2
Theft	40	21	19	17	21	20	27	15	19	26	22	37	29
Motor Vehicle Theft	3	0	0	3	1	2	0	0	1	2	1	3	1
TOTAL	58	46	40	35	42	47	58	48	44	59	67	67	53



Westfield Police Department

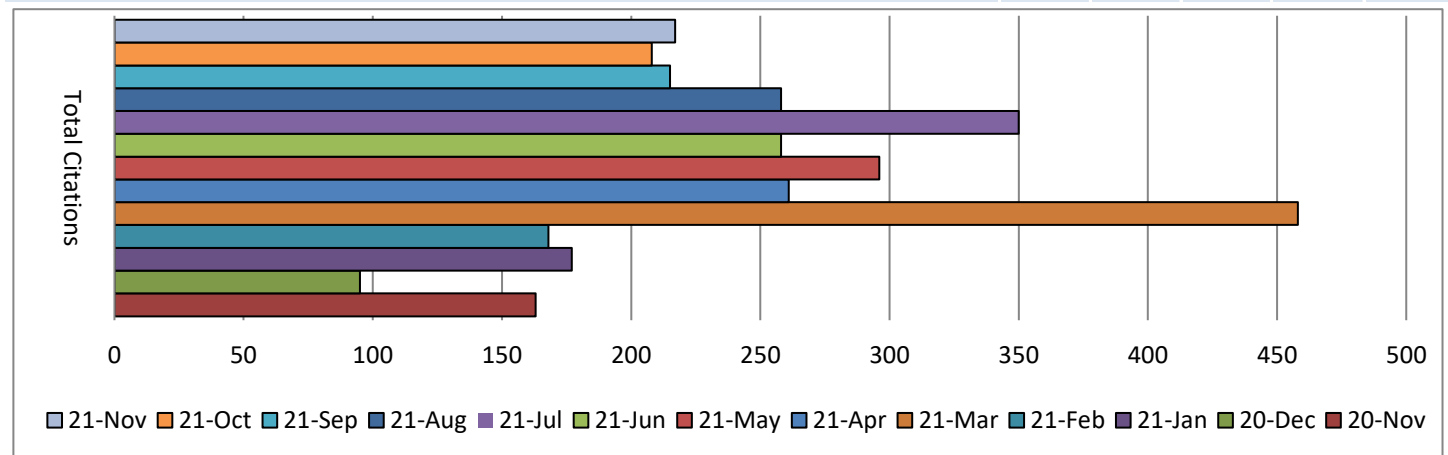
November 2021

Arrest Reports Taken	20-Nov	20-Dec	21-Jan	21-Feb	21-Mar	21-Apr	21-May	21-Jun	21-Jul	21-Aug	21-Sep	21-Oct	21-Nov
Alcohol/ Drug Related	18	18	26	26	34	13	31	19	21	33	28	19	22
Felony Charges	22	19	29	44	35	63	35	20	34	40	32	26	34
Misdemeanor Charges	48	41	71	75	124	85	88	59	78	80	78	83	74
Total Arrests	56	37	49	60	74	49	77	55	63	63	78	67	61



Traffic	20-Nov	20-Dec	21-Jan	21-Feb	21-Mar	21-Apr	21-May	21-Jun	21-Jul	21-Aug	21-Sep	21-Oct	21-Nov
Total Citations	163	95	177	168	458	261	296	258	350	258	215	208	217
Total Written Warning	426	193	558	604	1184	1118	1048	1027	1553	1158	956	971	1161
Total Traffic Accidents	48	65	46	54	49	52	66	98	54	71	69	78	81
Property Damage	43	56	41	50	45	47	56	82	48	60	59	69	76
Personal Injury	5	9	5	4	4	5	10	16	6	11	10	9	5
Fatality	0	0	0	0	0	0	0	0	0	0	0	0	0
Hit and Run*	8	7	5	4	10	6	9	10	4	11	6	15	6

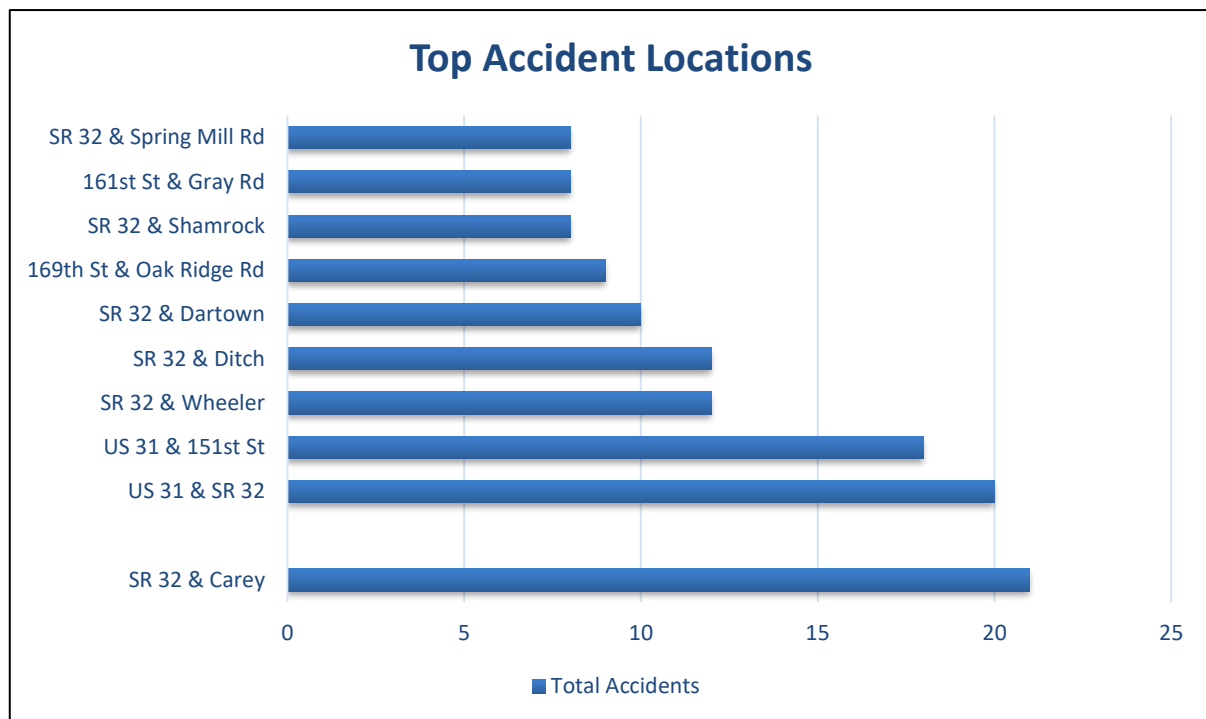
*numbers included in property damage, personal injury, and fatality accidents



Westfield Police Department
November 2021

Top Accident Locations

Accident Location	Total Accidents	Primary Cause
SR 32 & Carey	21	Following too Closely
US 31 & SR 32	20	Following too Closely
US 31 & 151st St	18	Unsafe Lane Movement
SR 32 & Wheeler	12	Following too Closely
SR 32 & Ditch	12	Following too Closely
SR 32 & Dartown	10	Following too Closely
169th St & Oak Ridge Rd	9	Failure to Yield/Disregard Signal
SR 32 & Shamrock	8	Failure to Yield
161st St & Gray Rd	8	Failure to Yield
SR 32 & Spring Mill Rd	8	Following too Closely/Ran Off Road



Westfield Police Department
November 2021

Primary Cause	Sum of Total Accidents
Failure to Yield	16
Following too Closely	75
Unsafe Lane Movement	18
Following too Closely/Ran Off Road	8
Failure to Yield/Disregard Signal	9

