



CITY OF WESTFIELD, IN
Board of Public Works Meeting Agenda_08_30_2012

Thursday, August 30, 2012 at 03:00 PM

BOARD OR COMMISSION: Board of Public Works and Safety

MEETING DATE: Thursday, August 30, 2012 at 03:00 PM

MEETING PLACE: Westfield Public Works- Large Conference Room

AGENDA ITEMS

Meeting Minutes Consideration for Approval

Action Item #1: Minutes- August 2, 2012

Documents: [8/2/12 Minutes](#)

Presentations

None

Ordinances and/or Resolutions

None

Quote Approval

None

Bid Approval

Action Item #2: Grand Park- Phase II

Documents: [Grand Park- Phase II](#)

Construction Standards & Specifications Changes

None

Performance and/or Maintenance Bond Release

Action Item #3: Brookside, Sec. 3: Monuments and Markers

Documents: [Brookside, Sec. 3: Monuments and Markers](#)

Change Orders

None

Contracts/Leases

Action Item #4: 2012 Chemical Bid

Documents: [2012 Chemical Bid](#)

Agreements and/or Memorandum of Understanding (MOU)

Action Item #5: Midland Trace Trail Land Donation

Documents: [Midland Trace Trail Land Donation](#)

Consent Agenda

None

Department Reports

Fire

Documents: [WFD Report](#)

Parks and Recreation

Documents: [WPRD Report](#)

Police

Documents: [WPD Report](#)

Public Works

Documents: [WPWD Report](#)

THE WESTFIELD BOARD OF PUBLIC WORKS AND SAFETY August 2, 2012

The Westfield Board of Public Works and Safety met in regular session Thursday August 2, 2012 at the Westfield Public Works conference room. Board of Public Works members present were Mark Heirbrandt and Mayor Andy Cook. Also present were Deputy Clerk-Treasurer, Teresa Skelton and Attorney Brian Zaiger from Krieg DeVault, LLC. Mark Heirbrandt called the meeting to order at 3:00 P.M.

Meeting Minutes Consideration for Approval:

Action Item #1: June 21, 2012

Mayor Cook moved to approve the June 21, 2012 meeting minutes as presented and this was seconded by Mark Heirbrandt. Vote: Yes-2; No-0. Motion carried.

Quote Approval:

Action Item #2: Meadow Lift Station

Director of Public Works Kurt Wanninger presented the Meadow Lift Station quote to the Board for consideration. Mayor Cook moved to accept the Meadow Lift Station bid as presented and this was seconded by Mark Heirbrandt. Vote: Yes-2; No-0. Motion carried.

Performance and/or Maintenance:

Action Item #3: Twin Oaks Sec 1D

Representing Development Construction Harry Nikides presented Maintenance Bond Release for Twin Oaks Sec 1D to the Board. All requirements had been satisfied. Mayor Cook moved the release the Maintenance Bonds as presented and this was seconded by Mark Heirbrandt. Vote: Yes-2; No-0. Motion carried.

Mayor Cook moved to accept the new three-year maintenance bond provided by Ryland Homes replacing the bonds by Westport Homes and this was seconded by Mark Heirbrandt. Vote: Yes-2; No-0. Motion carried.

Contracts/Leases:

Action Item #4: Cool Creek Trail ID Signage

Parks Director Melody Jones presented the two bids to the Board. She recommended that that the bid be awarded to TC Property's in the amount of \$9,000. This will be funded from Park Impact Fee. After some discussion Mayor Cook moved to accept the TC Property bid of \$9,000 and this was seconded by Mark Heirbrandt. Vote: Yes-2; No-0. Motion carried

Action Item #5: Trail Gates Contract

Melody Jones presented the Trail Gate Contract for consideration. Mayor Cook moved to accept the bid for trail gates with CSI-Signs not to exceed the amount of \$ 31,000 and this was seconded by Mayor Cook. Vote: Yes-2; No-0. Motion carried.

Action Item #6: Regional Detention/Grand Junction Design

Harry Nikides is seeking approval of a contract for services to complete permitting for regional detention and construction of Grand Junction. There was some discussion on where the dirt would be most useful when dumped. Mayor Cook moved to authorize the Director of Public Works to execute the agreement and this was seconded by Mark Heirbrandt. Vote: Yes-2; No-0. Motion carried.

Consent Agenda:

2012 Additional Police Vehicle Disposal & Purchase Request

Police Chief Joel Rush described the disposal and purchase request. Mayor Cook moved to accept the disposal and purchase request as presented and this was seconded by Mark Heirbrandt. Vote: Yes-2; No-0. Motion carried.

Department Reports:

- Parks and Recreation Department – Melody Jones
- Police Department – Joel Rush
- Public Works Department – Kurt Wanninger

Mayor Cook moved to adjourn the meeting and at 4:25 P.M. and this was seconded by Mark Heirbrandt. Vote: Yes-2; No-0. Motion carried.

Deputy Clerk-Treasurer

Board of Public Works and Safety

Westfield Police Department

Monthly Performance Measures Report



Board of Public Works & Safety

July 2012

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WESTFIELD POLICE DEPARTMENT

July 2012

Events by Nature: Calls For Service (Non-Self-Initiated)

Abduction/ Kidnapping	0
Abuse/ Abandonment/Neglect	2
Admin- K-9 Detail	2
Admin- Log Information	2
Admin-Public Relations	0
Admin- Special Detail	2
Admin- Test Calls	0
Admin- Tow Release	6
Admin- Warning Correction	1
Alarm- Bank	5
Alarm- Business	60
Alarm- Residence	73
Animal- Complaints	37
Assault- Battery	3
Assault- Sexual	2
Assist- Fire Incident	8
Assist- Medical Incident	15
Assist- Other Agencies	19
Bomb Found/ Suspicious Pkg	0
Burglary/ Home Invasion	10
Damage/ Vandalism/ Mischief	14
Deceased- All Others	1
Disturbance- Fireworks Cmplt	17
Disturbance- Loud Party	3
Disturbance- Noise Complaint	21
Disturbance- Nuisance	0
Disturbance- Physical (fight)	3
Disturbance- Verbal	5
Domestic Disturbance	15
Drugs- Complaint	1
Fraud- Criminal Deception	2
Fraud- Forgery	6
Fraud- Prescription	4
Harassment/ Stalking/ Threat	20
Indecency / Lewdness	0
Intoxicated- Possible DUI	8
Mental/ Emotional- Behavioral	14
Miscellaneous	2

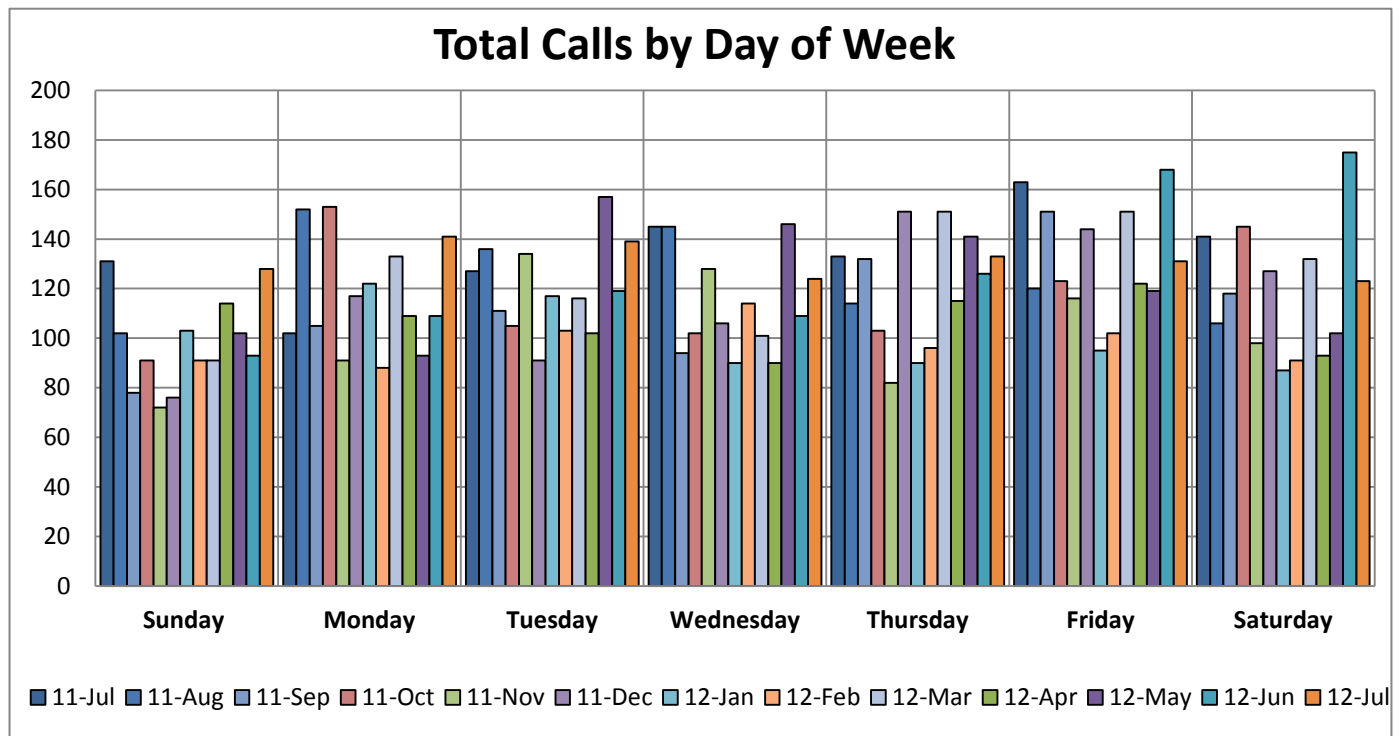
Person-Missing	2
Persons- Runaway	2
Robbery-Carjacking	0
Service Call- 9-1-1 Hang Up	19
Service Call- Damage to Property	4
Service Call- Found Property	9
Service Call- Keep the Peace	49
Service Call- Lost Property	9
Service Call- Notification	3
Service Call- Security Check	14
Service Call- Vehicle Lockout	52
Service Call- Vin Check	22
Service Call- Welfare Check	43
Suicidal- Attempted	0
Suicidal- Persons Threatening	3
Supplemental- Case Follow Up	14
Suspicious- Noises	1
Suspicious- Open Door/ Window	2
Suspicious- Person/Prowler	30
Suspicious- Solicitor	18
Suspicious- Vehicle	27
Theft- From a Vehicle	19
Theft- Of a Vehicle	3
Theft- Others	26
Theft- Shoplifting	4
Trespassing/ Unwanted Person	4
Trfc Complaint- Driving Issues	46
Trfc Complaint- Parking Issues	13
Trfc Hazard- Debris in Road	6
Trfc Hazard- Disabled Vehicle	12
Trfc Hazard- Trfc Signal Out	5
Trfc Violation- Traffic Stop	1
Trnsprtn Acdnt- MV Hit & Run	6
Trnsprtn Acdnt- MV Prop Damg	51
Trnsprtn Acdnt- MV Prsnl Inj	12
Wanted- Warrant Service	1
Weapons- Person	1
Weapons- Shot Fired	0

WESTFIELD POLICE DEPARTMENT

July 2012

Total # of Calls by Day of Week

DAY	11-Jul	11-Aug	11-Sep	11-Oct	11-Nov	11-Dec	12-Jan	12-Feb	12-Mar	12-Apr	12-May	12-Jun	12-Jul
Sunday	131	102	78	91	72	76	103	91	91	114	102	93	128
Monday	102	152	105	153	91	117	122	88	133	109	93	109	141
Tuesday	127	136	111	105	134	91	117	103	116	102	157	119	139
Wednesday	145	145	94	102	128	106	90	114	101	90	146	109	124
Thursday	133	114	132	103	82	151	90	96	151	115	141	126	133
Friday	163	120	151	123	116	144	95	102	151	122	119	168	131
Saturday	141	106	118	145	98	127	87	91	132	93	102	175	123
TOTAL	942	875	789	822	721	812	704	685	875	745	860	899	919



WESTFIELD POLICE DEPARTMENT

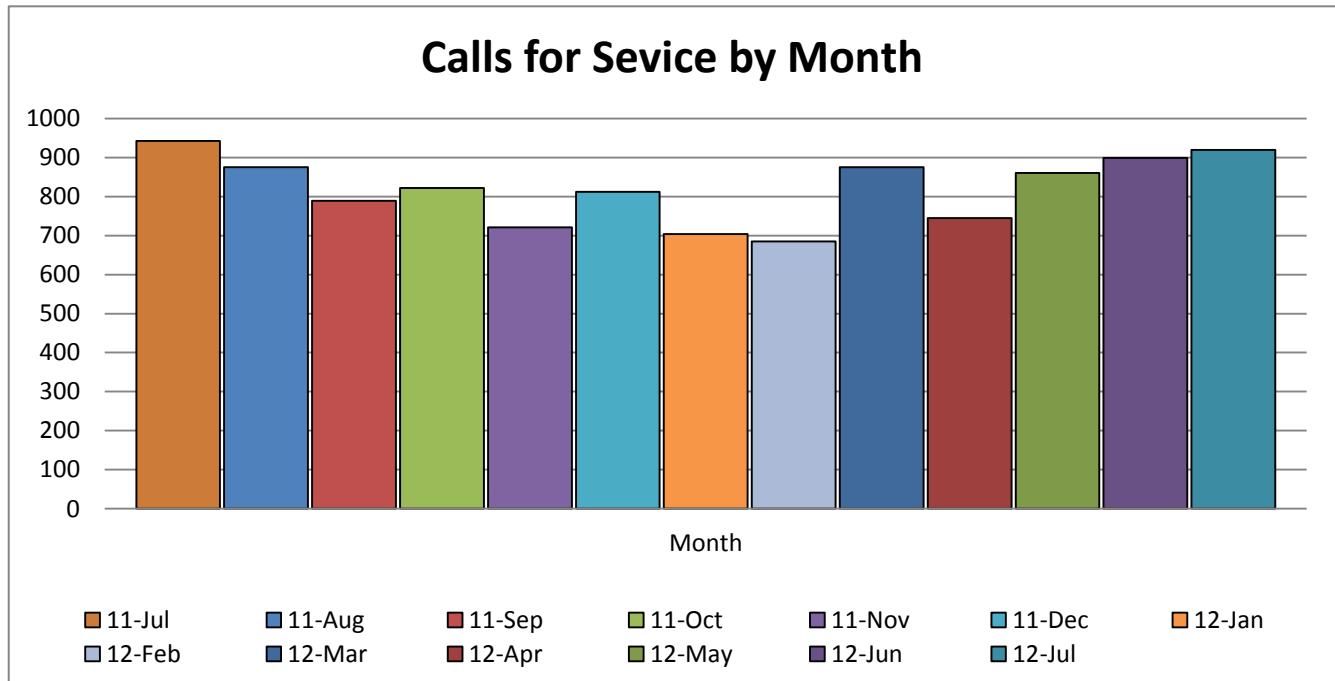
July 2012

Total # of Calls by Hour of Day

HOURL	11-Jul	11-Aug	11-Sep	11-Oct	11-Nov	11-Dec	12-Jan	12-Feb	12-Mar	12-Apr	12-May	12-Jun	12-Jul
0	32	23	11	16	22	24	23	14	22	20	26	22	33
1	24	15	7	21	9	16	16	12	25	20	19	19	22
2	16	17	12	9	7	12	12	8	16	14	11	11	10
3	13	13	8	11	6	8	8	15	15	16	10	16	18
4	10	10	2	8	6	7	7	7	5	10	9	16	15
5	11	14	6	11	9	10	6	9	12	7	10	5	11
6	15	14	20	20	17	13	11	9	13	17	18	12	11
7	22	26	21	31	33	18	29	25	35	17	27	23	22
8	41	38	34	34	30	49	27	20	40	37	29	33	35
9	33	47	29	31	36	31	33	33	39	38	28	40	41
10	37	27	61	46	24	48	27	46	32	40	50	41	46
11	64	43	37	41	36	41	44	42	42	43	49	58	62
12	46	42	41	41	42	43	50	43	57	36	48	47	52
13	50	36	50	54	44	55	35	40	53	39	53	43	35
14	68	50	50	53	49	45	49	41	57	50	53	54	42
15	50	59	56	52	51	63	49	56	62	44	60	54	67
16	60	60	54	48	41	51	49	48	61	50	58	65	60
17	67	67	60	65	49	53	38	39	49	57	52	63	51
18	47	54	45	60	46	47	43	38	46	44	58	50	58
19	59	43	53	35	51	41	30	31	53	40	49	50	49
20	45	53	39	47	32	44	36	30	57	29	49	53	44
21	43	41	41	35	35	35	29	29	31	27	30	48	53
22	47	39	21	31	32	32	28	23	33	29	36	44	47
23	42	44	31	22	14	26	25	27	20	21	28	32	35
TOTAL	942	875	789	822	721	812	704	685	875	745	860	899	919

WESTFIELD POLICE DEPARTMENT

July 2012

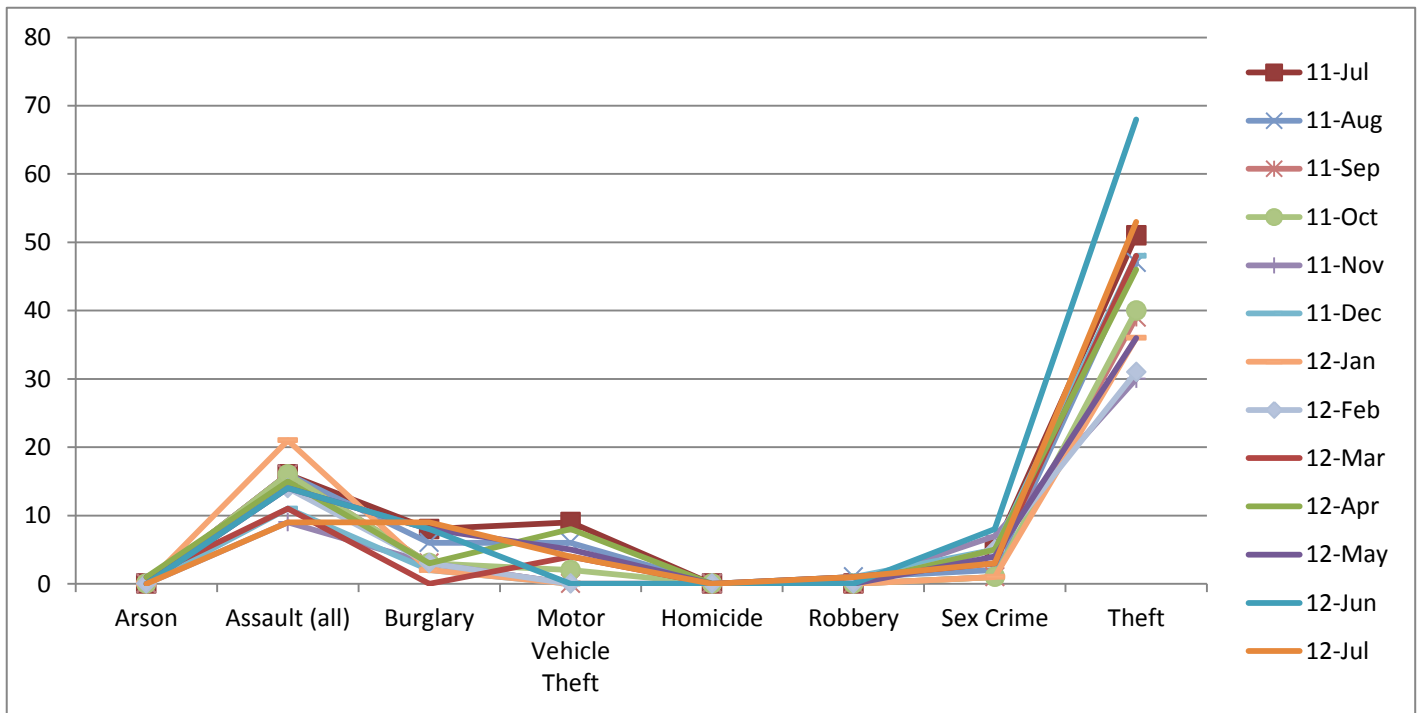


WESTFIELD POLICE DEPARTMENT

July 2012

UCR OFFENSES

OFFENSE	11-Jul	11-Aug	11-Sep	11-Oct	11-Nov	11-Dec	12-Jan	12-Feb	12-Mar	12-Apr	12-May	12-Jun	12-Jul
Arson	0	0	0	0	0	0	0	0	1	1	0	0	0
Assault (all)	16	16	16	16	9	11	21	14	11	15	14	14	9
Burglary	8	6	3	3	3	2	2	3	0	3	8	8	9
Motor Vehicle Theft	9	6	0	2	0	0	0	0	4	8	5	0	4
Homicide	0	0	0	0	0	0	0	0	0	0	0	0	0
Robbery	0	1	0	0	0	1	0	0	1	0	0	0	1
Sex Crime	5	2	1	1	7	5	1	5	3	5	4	8	3
Theft	51	47	39	40	30	48	36	31	48	46	36	68	53
TOTAL	89	78	59	62	49	67	60	53	68	78	67	98	79



WESTFIELD POLICE DEPARTMENT

July 2012

NON UCR OFFENSES

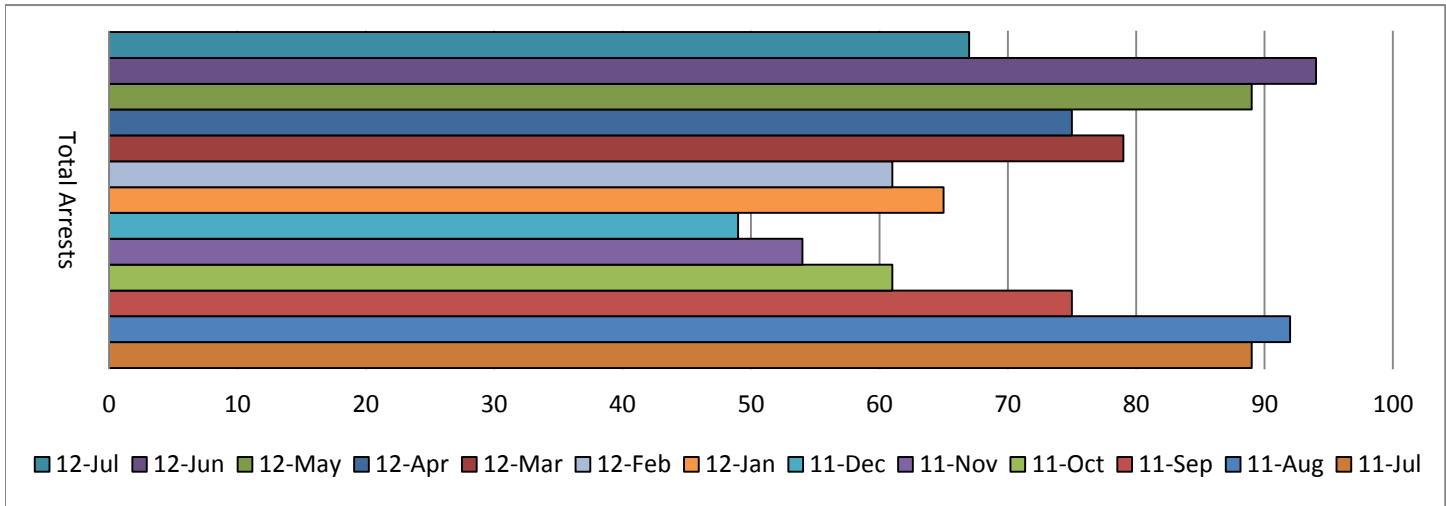
ALARMS	0
ANIMALS/ INCLUDING DOG BITES	3
ASSIST OTHER AGENCY	2
CHECK DECEPTION	0
CHILD ABUSE REPORTED	5
CHILD CUSTODY DISPUTE	6
CHILD NEGLECT REPORTED	2
CIVIL DISPUTE	12
CRIMINAL CONFINEMENT	0
CRIMINAL MISCHIEF/VANDALISM	7
CRIMINAL RECKLESSNESS	0
DAMAGED PROPERTY	3
DEATHS OTHER THAN HOMICIDE/SUICIDE	1
DISORDERLY CONDUCT	0
DISTURBANCE/ARGUMENTS/FIGHTS	9
DOMESTIC DISTURBANCE	12
DRIVING WHILE SUSPENDED	13
DRUG ABUSE VIOLATIONS	6
FALSE INFORMING OR REPORTING	0
FORGERY/COUNTERFEITING	2
FRAUD	7
FRAUD-CREDIT CARD	5
HARASSMENT	8
HARASSMENT/TELEPHONE	1
INCORRIGIBILITY	2
INTERFERENCE WITH REPORTING A CRIME	1
INVASION OF PRIVACY	1

JUVENILE COMPLAINT	10
LEAVING THE SCENE/HIT AND RUN	7
LIQUOR LAW VIOLATIONS	7
LOSS OF PROPERTY	3
MENTAL PERSON/DEMENTED	1
MISSING PERSON/LOST	1
OPERATING WHILE INTOXICATED	10
OPERATOR NEVER LICENSED	11
POSS MARIJUANA	0
PROPERTY FOUND	10
PUBLIC INTOXICATION	0
RECKLESS DRIVING	0
RESIDENTIAL ENTRY	3
RESISTING LAW ENFORCEMENT	3
RUNAWAY	2
SOLICITING	0
STALKING	0
SUICIDE/ATTEMPTS/THREATS OF	4
SUSPICIOUS INCIDENT/PERSON	18
THREATS/INTIMIDATION	1
TRAFFIC ACCIDENTS	6
TRAFFIC VIOLATIONS	21
TRESPASSING	7
UNLAWFUL ENTRY OF A VEHICLE	6
VIOLATION OF RESTRAINING ORDER	1
WEAPON VIOLATION	1
WELFARE CHECK	6

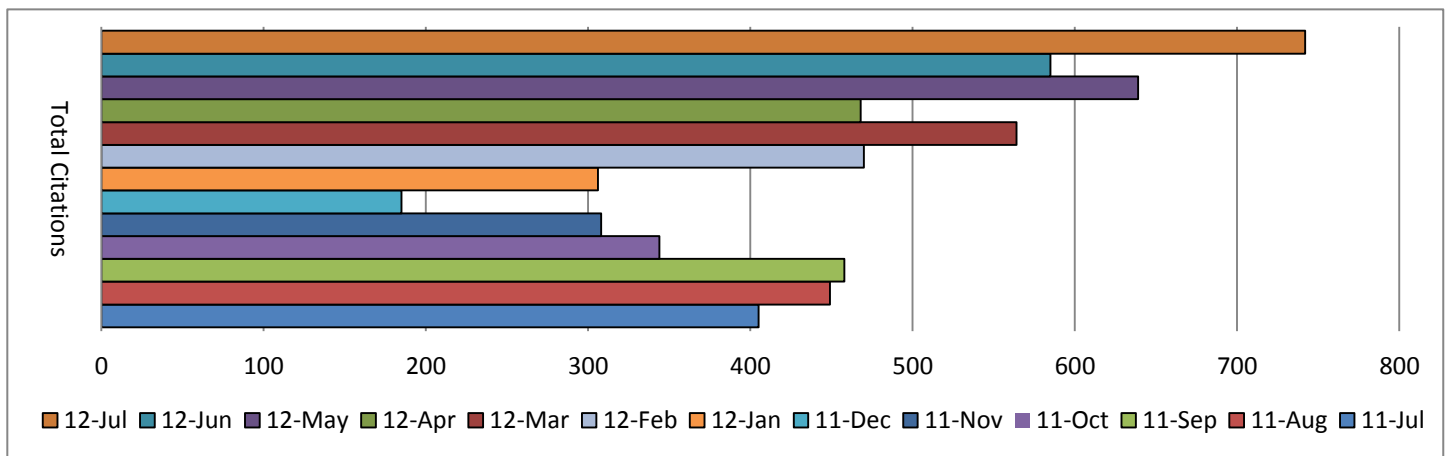
WESTFIELD POLICE DEPARTMENT

July 2012

Arrest Reports Taken	11-Jul	11-Aug	11-Sep	11-Oct	11-Nov	11-Dec	12-Jan	12-Feb	12-Mar	12-Apr	12-May	12-Jun	12-Jul
Alcohol/ Drug Related	34	47	24	24	21	21	29	29	34	26	41	37	31
Felony Charges	21	31	22	30	9	10	18	26	21	30	20	24	18
Misdemeanor Charges	104	119	88	65	66	67	79	81	90	82	118	111	70
Traffic Arrest Charges	50	783	60	43	49	49	31	51	42	52	65	49	42
Total Arrests	89	92	75	61	54	49	65	61	79	75	89	94	67



Total Citations	405	449	458	344	308	185	306	470	564	468	639	585	742
<i>Bike Patrol</i>	0	0	0	0	0	0	0	0	1	0	0	0	0
Total Written Warnings	664	702	588	585	535	536	743	733	802	811	1092	813	811
<i>Bike Patrol</i>	0	0	0	0	0	0	0	0	8	0	0	0	0
Total Traffic Accidents	48	57	43	54	56	53	45	48	54	38	70	52	53
<i>Hit and Run</i>	2	5	3	4	3	3	3	5	7	1	8	6	4
<i>Personal Injury</i>	5	9	11	11	6	4	7	13	7	13	10	5	14
<i>*Fatality</i>	0	0	1	0	1	0	0	0	0	0	0	0	0
<i>Property Damage</i>	41	43	28	39	46	46	35	30	40	24	52	41	35

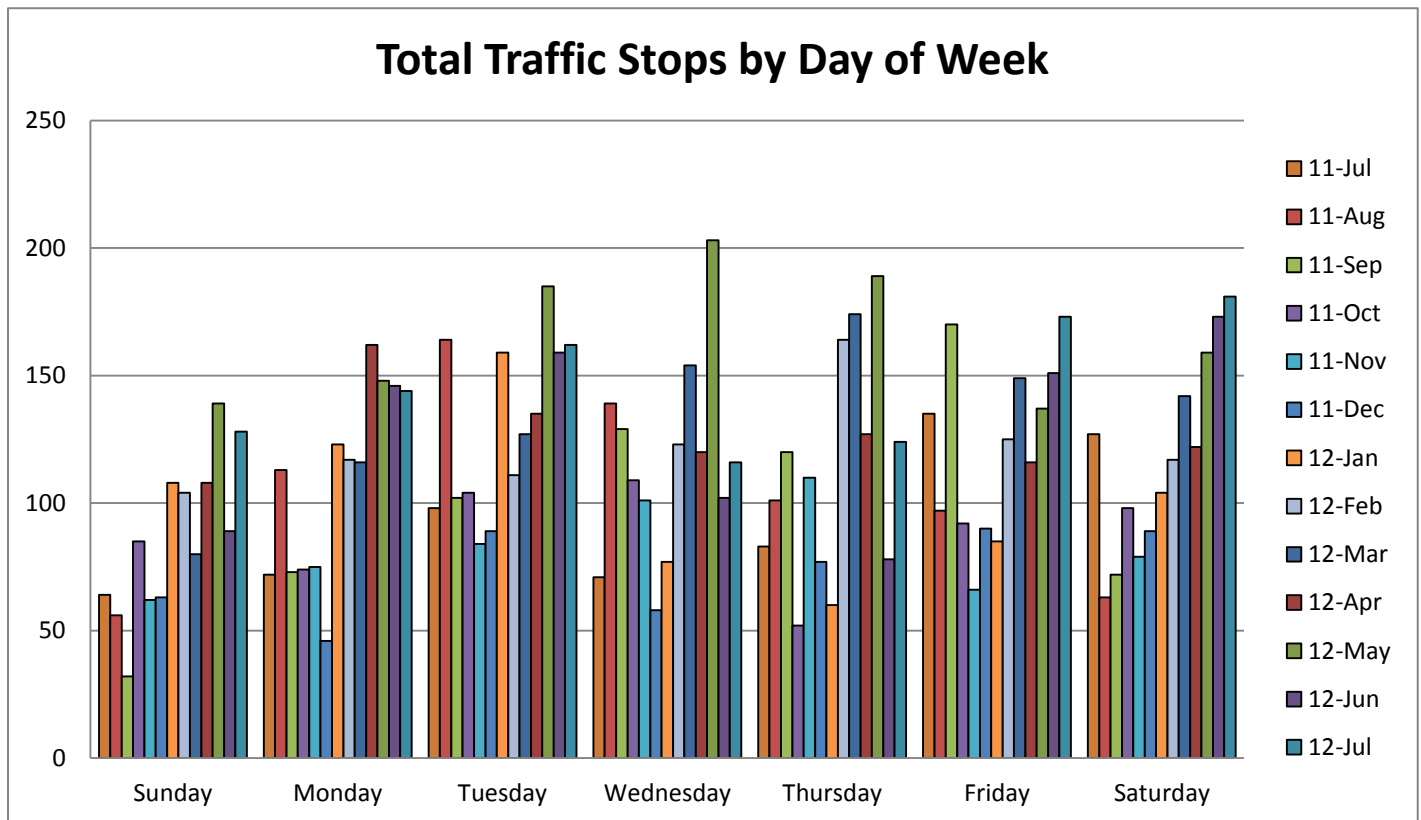


WESTFIELD POLICE DEPARTMENT

July 2012

Traffic Stops: SELF INITIATED by Day of Week

Day:	11-Jul	11-Aug	11-Sep	11-Oct	11-Nov	11-Dec	12-Jan	12-Feb	12-Mar	12-Apr	12-May	12-Jun	12-Jul
Sunday	64	56	32	85	62	63	108	104	80	108	139	89	128
Monday	72	113	73	74	75	46	123	117	116	162	148	146	144
Tuesday	98	164	102	104	84	89	159	111	127	135	185	159	162
Wednesday	71	139	129	109	101	58	77	123	154	120	203	102	116
Thursday	83	101	120	52	110	77	60	164	174	127	189	78	124
Friday	135	97	170	92	66	90	85	125	149	116	137	151	173
Saturday	127	63	72	98	79	89	104	117	142	122	159	173	181
TOTAL	650	733	698	614	577	512	716	861	942	890	1160	898	1028



WESTFIELD POLICE DEPARTMENT

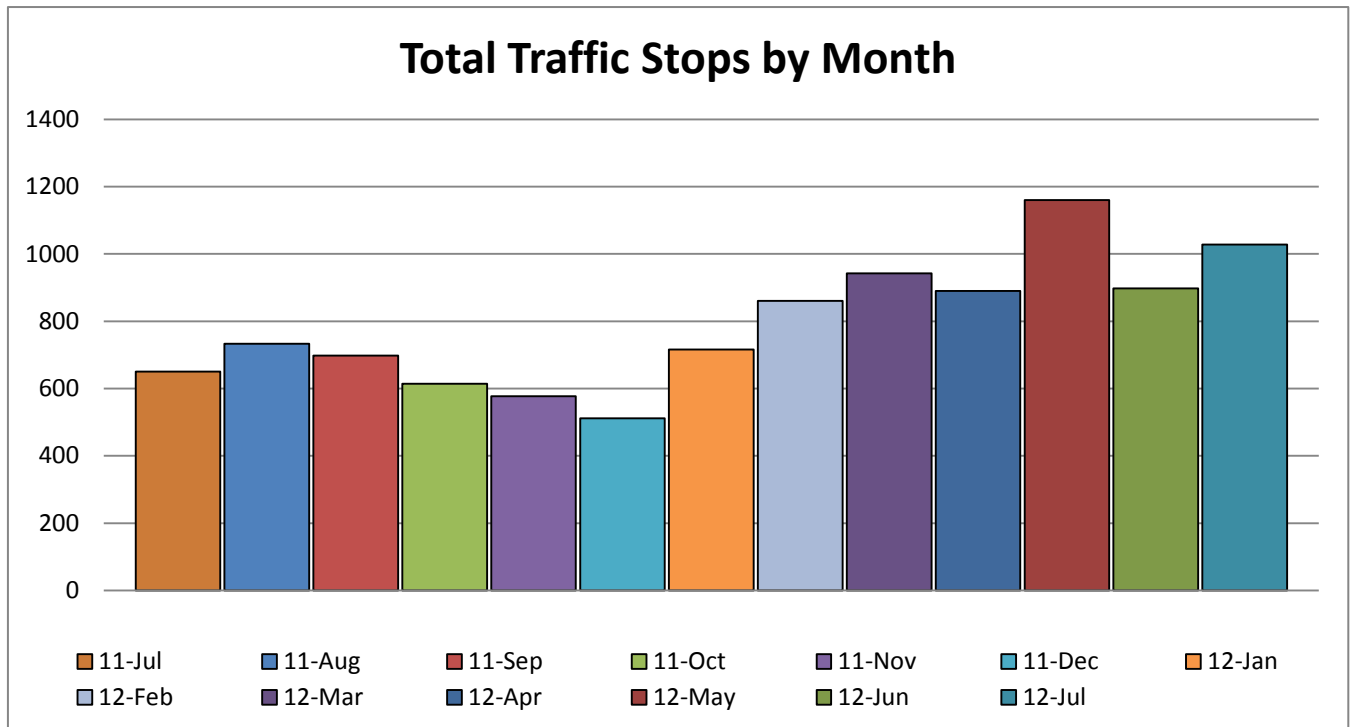
July 2012

Traffic Stops: SELF INITIATED by Hour of Day

Hour:	11-Jul	11-Aug	11-Sep	11-Oct	11-Nov	11-Dec	12-Jan	12-Feb	12-Mar	12-Apr	12-May	12-Jun	12-Jul
0	23	21	24	31	32	22	34	44	49	48	63	30	24
1	16	26	21	19	24	24	24	32	27	38	34	33	17
2	13	8	8	12	10	7	6	18	14	15	20	20	12
3	19	7	4	10	1	3	3	4	2	6	3	9	5
4	9	5	6	8	0	5	6	9	5	3	24	11	5
5	6	1	10	7	1	8	7	11	4	8	17	16	5
6	15	18	14	9	16	13	18	10	16	13	11	4	8
7	28	25	44	33	24	29	30	38	25	20	28	25	26
8	30	36	28	32	49	33	37	29	31	15	43	36	44
9	36	50	37	44	48	38	29	25	36	26	49	32	54
10	36	55	54	43	51	47	16	26	57	26	54	49	75
11	19	32	43	37	18	26	7	21	29	9	20	22	39
12	29	32	43	28	16	14	15	28	39	26	23	24	55
13	28	52	65	45	26	26	38	38	48	41	33	48	71
14	36	58	66	43	49	31	28	29	54	44	41	41	72
15	34	34	50	29	29	15	29	30	43	36	35	42	73
16	37	34	43	23	28	13	24	16	38	19	31	42	66
17	18	24	15	8	21	8	20	34	30	23	19	31	38
18	32	11	14	17	20	17	63	81	110	114	133	56	50
19	43	43	17	23	22	10	49	90	67	82	113	109	75
20	32	34	17	23	30	20	39	41	42	40	59	44	64
21	36	44	9	25	9	28	76	61	57	74	93	50	41
22	36	46	37	34	29	35	76	79	57	91	102	71	54
23	39	37	29	31	24	40	42	67	62	73	112	53	55
TOTAL	650	733	698	614	577	512	716	861	942	890	1160	898	1028

WESTFIELD POLICE DEPARTMENT

July 2012



WESTFIELD POLICE DEPARTMENT

July 2012

of Calls: Reception

# of Calls	11-Jul	11-Aug	11-Sep	11-Oct	11-Nov	11-Dec	12-Jan	12-Feb	12-Mar	12-Apr	12-May	12-Jun	12-Jul
Administration	276	327	298	261	247	212	198	181	157	143	127	131	160
Dispatch	62	89	72	68	53	39	42	50	39	47	32	27	44
Fire Department	0	2	4	0	0	0	0	0	0	0	0	0	0
IT Department	0	0	0	0	0	0	0	0	0	0	0	0	0
Law Enforcement	71	83	78	51	40	38	31	42	29	27	24	30	48
Logistics	30	21	26	18	14	10	11	7	3	5	8	2	8
TOTAL	439	522	478	398	354	299	282	280	228	222	191	190	260

of Walk-Ins

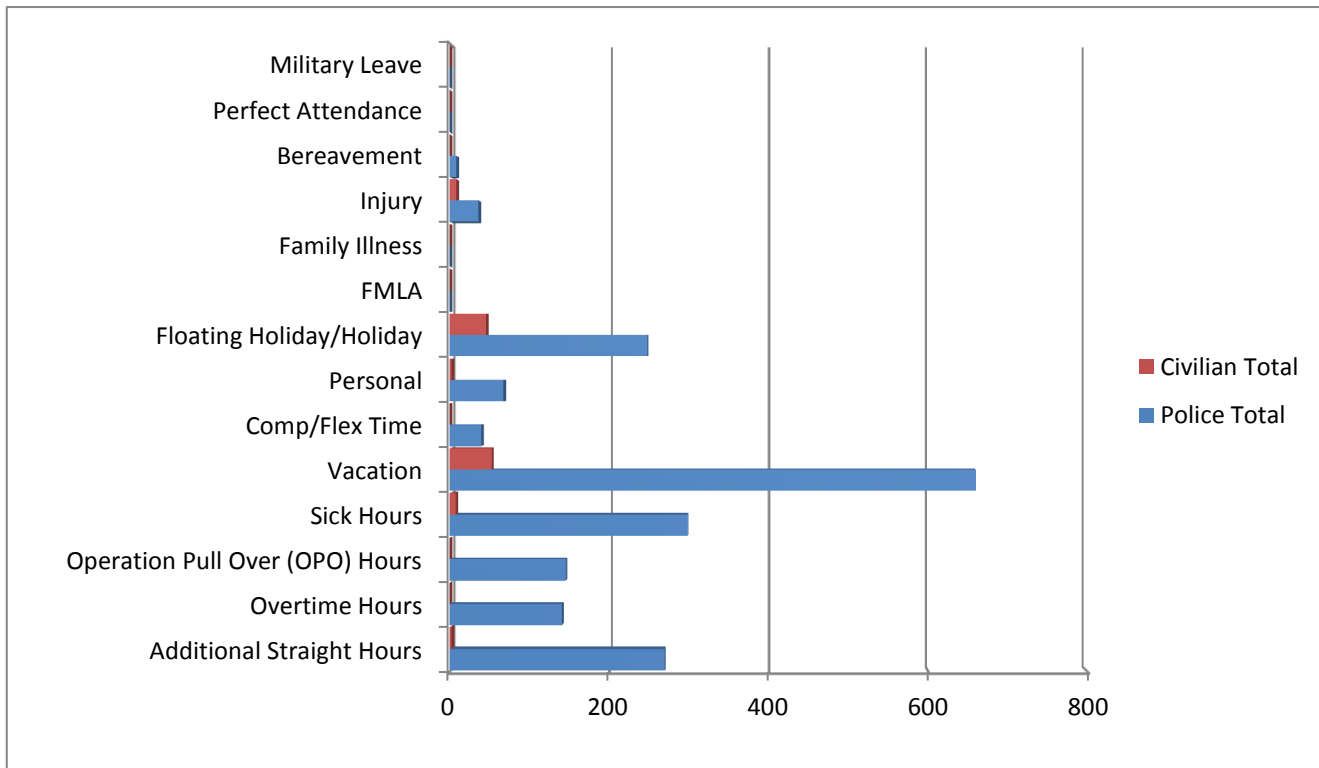
# of Walk-Ins	11-Jul	11-Aug	11-Sep	11-Oct	11-Nov	11-Dec	12-Jan	12-Feb	12-Mar	12-Apr	12-May	12-Jun	12-Jul
Background Checks	4	5	7	4	0	0	4	3	1	0	0	0	5
Car Seat Installation	19	15	17	13	7	16	11	7	4	9	17	13	10
Deliveries	14	26	9	7	6	3	8	20	16	27	18	6	41
Directions	4	1	2	0	0	0	0	1	0	0	0	0	5
Fingerprints	9	22	14	10	6	8	5	8	11	10	6	9	15
Fire Dept Walk-Ins	2	0	0	0	0	0	0	0	0	0	0	0	0
Gun Permit Pickup	6	7	11	6	4	5	5	2	1	4	3	2	9
Gun Permits	18	16	7	8	12	17	31	23	21	22	26	30	17
Insurance Viewing	0	0	0	0	0	0	0	0	0	0	0	0	0
Property Pickup	4	2	8	5	7	4	3	4	6	9	11	4	5
Public Rec. Requests	70	87	73	61	54	41	38	27	40	32	36	28	48
Tow Slips	11	29	37	21	16	15	11	13	9	15	13	8	12
Walk-In to Dispatch	46	59	53	48	38	31	40	52	39	31	38	36	47
TOTAL	207	269	238	183	150	140	156	160	148	159	168	136	214

WESTFIELD POLICE DEPARTMENT

July 2012

Monthly Personnel Performance Measures

Personnel Performance Measures	Police Total	Civilian Total
Additional Straight Hours	269.75	2
Overtime Hours	140.5	0
Operation Pull Over (OPO) Hours	145	0
Sick Hours	298	7.5
Vacation	660	52.5
Comp/Flex Time	39.5	0
Personal	67.5	2.5
Floating Holiday/Holiday	248	45.5
FMLA	0	0
Family Illness	0	0
Injury	36	8
Bereavement	8	0
Perfect Attendance	0	0
Military Leave	0	0



Pay Periods 14-15

Time Frame

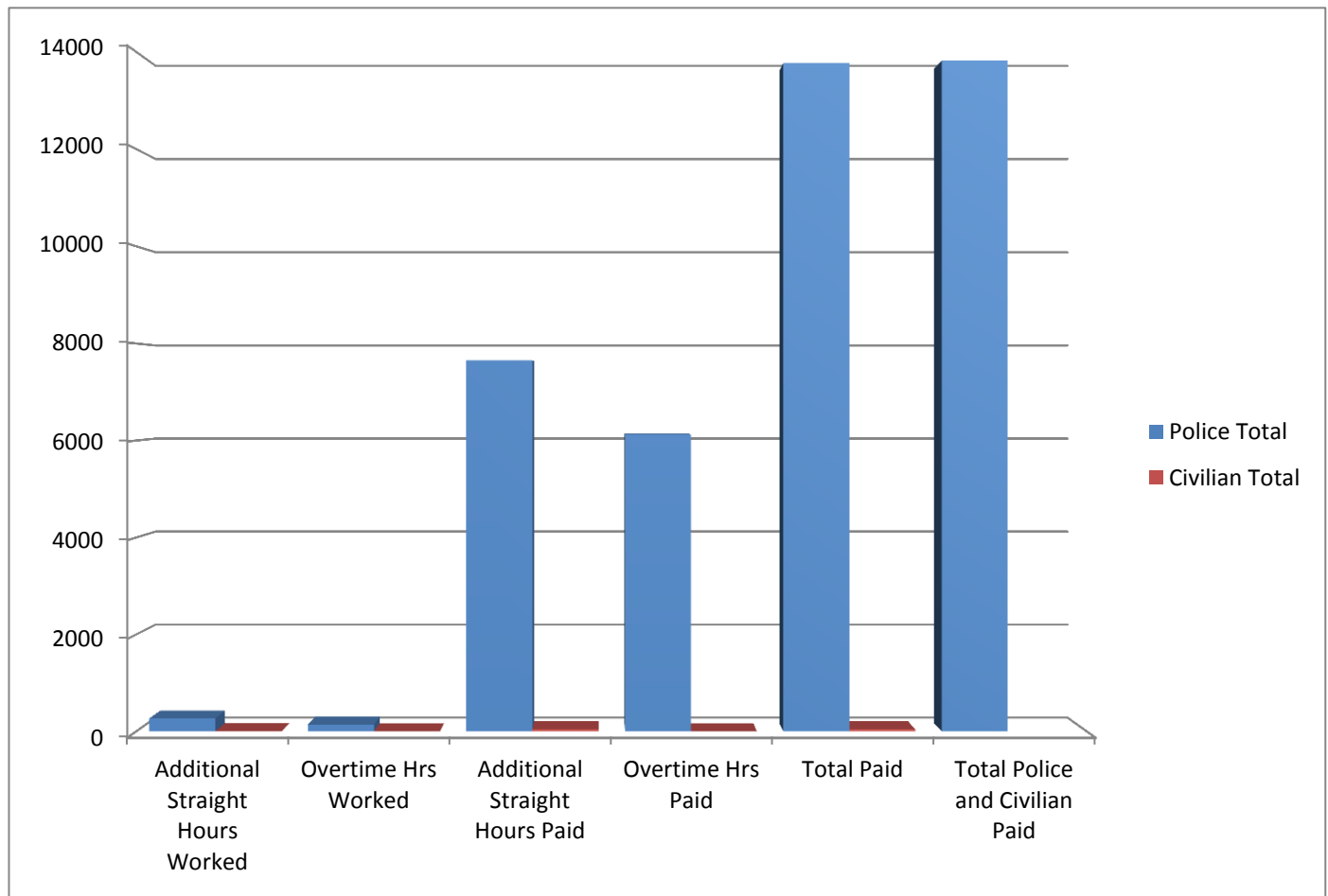
7/1/12-7/28/12

WESTFIELD POLICE DEPARTMENT

July 2012

Monthly Personnel Performance Measures

<u>Monthly Additional Compensation</u>	<u>Police Total</u>	<u>Civilian Total</u>
Additional Straight Hours Worked	269.75	2
Overtime Hrs Worked	140.5	0
Additional Straight Hours Paid	\$7,653.63	\$42.14
Overtime Hrs Paid	\$6,119.29	\$0.00
Total Paid	\$13,772.92	\$42.14
Total Police and Civilian Paid	\$13,815.06	



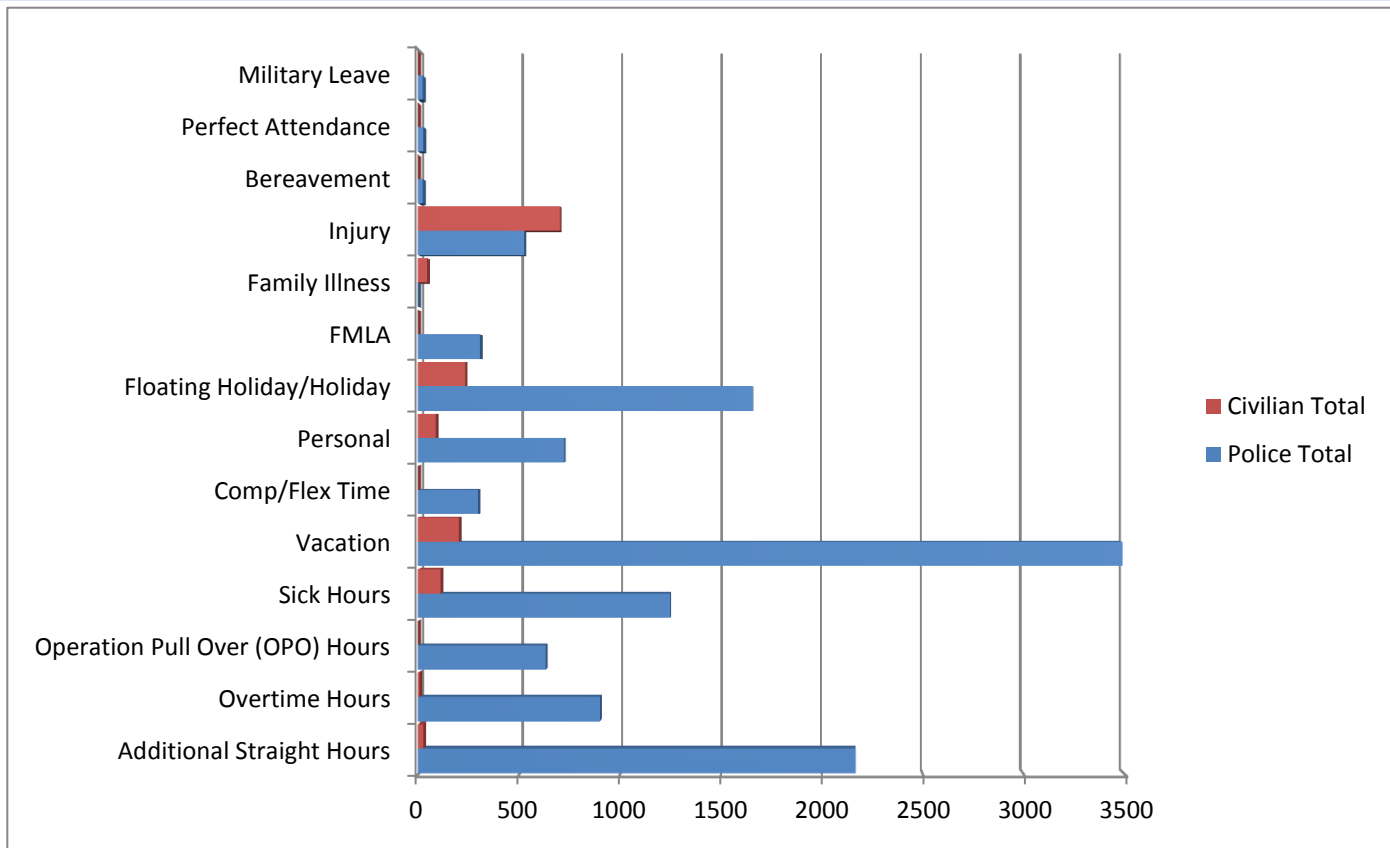
Pay Periods 14-15
Time Frame
7/1/12-7/28/12

WESTFIELD POLICE DEPARTMENT

2012 Year-to-Date

Monthly Personnel Performance Measures

<u>Personnel Performance Measures</u>	<u>Police Total</u>	<u>Civilian Total</u>
Additional Straight Hours	2168.25	25.75
Overtime Hours	902.75	8.5
Operation Pull Over (OPO) Hours	633	0
Sick Hours	1250	113
Vacation	3486	202.5
Comp/Flex Time	297	0
Personal	723.5	89
Floating Holiday/Holiday	1659.5	233.5
FMLA	308	0
Family Illness	0	45
Injury	527	704
Bereavement	24	0
Perfect Attendance	28	0
Military Leave	24	0

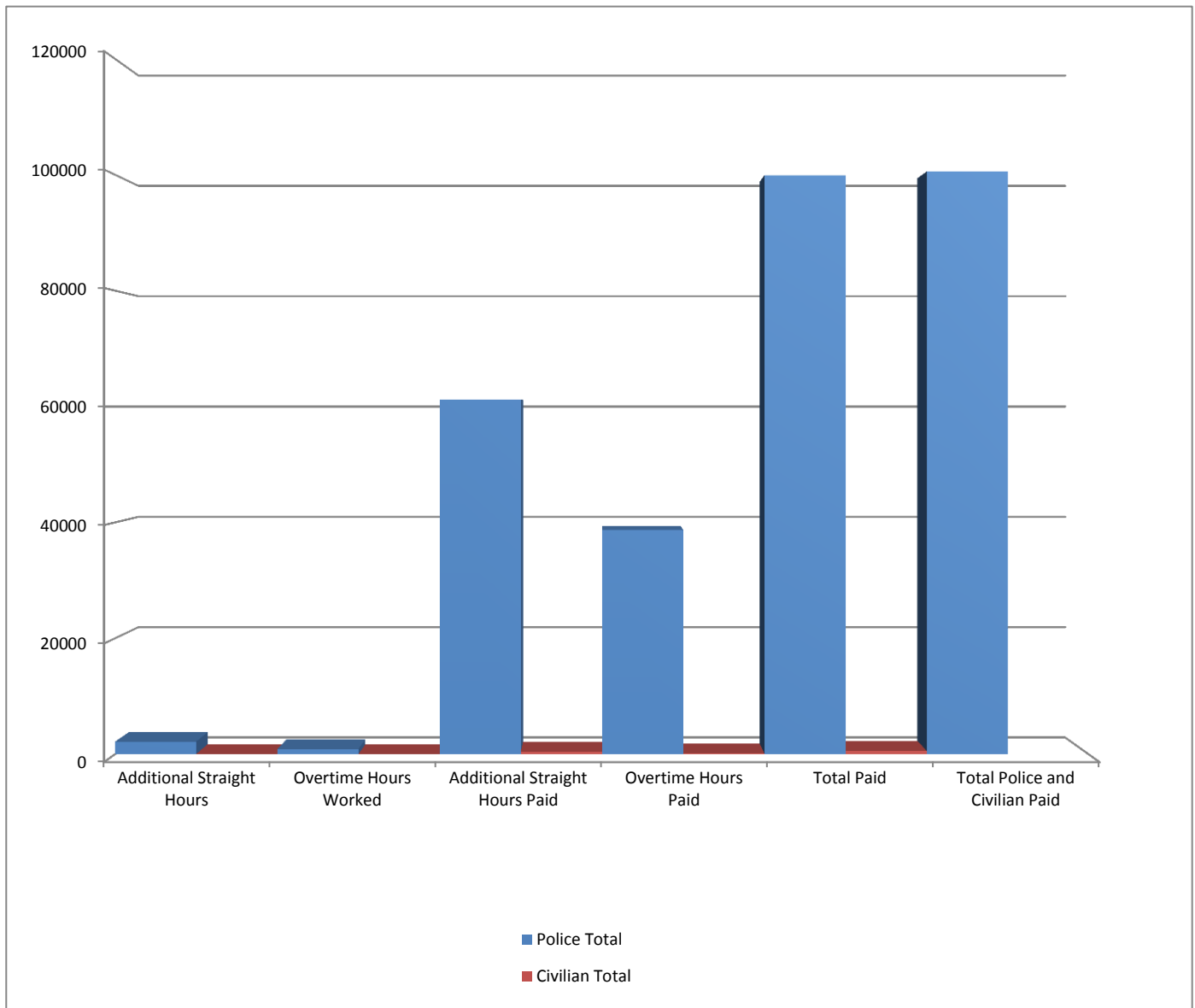


WESTFIELD POLICE DEPARTMENT

2012 Year-to-Date

Monthly Personnel Performance Measures

YTD Additional Compensation	Police Total	Civilian Total
Additional Straight Hours	2168.25	25.75
Overtime Hours Worked	902.75	8.5
Additional Straight Hours Paid	\$61,162.44	\$470.22
Overtime Hours Paid	\$38,736.16	\$155.21
Total Paid	\$99,898.60	\$625.43
Total Police and Civilian Paid	\$100,524.03	

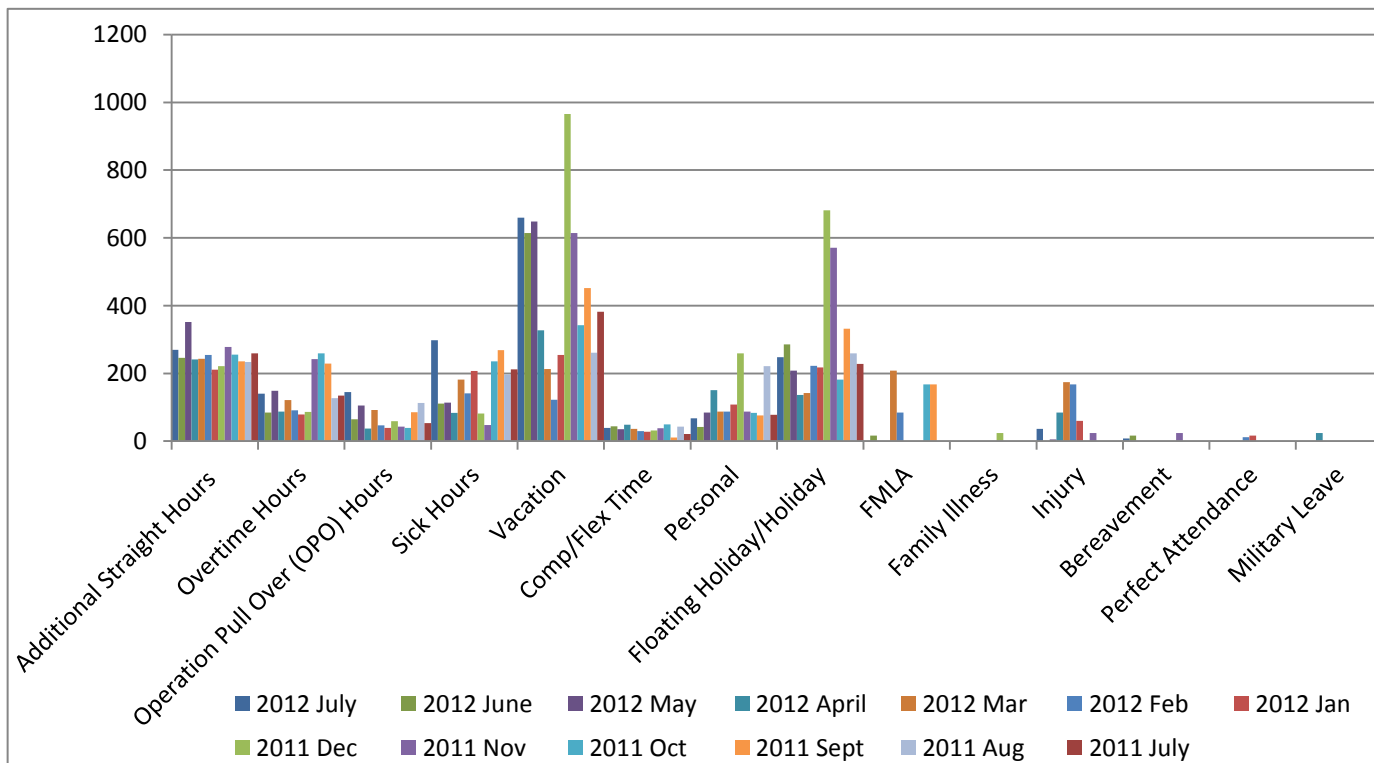


WESTFIELD POLICE DEPARTMENT

Police Monthly Comparison

Monthly Personnel Performance Measures

Personnel Performance Measures	2012 July	2012 June	2012 May	2012 April	2012 Mar	2012 Feb	2012 Jan	2011 Dec	2011 Nov	2011 Oct	2011 Sept	2011 Aug	2011 July
Additional Straight Hours	269.75	245.75	351.5	241	243.5	254	211.25	221.25	278.25	255.25	235.75	233.25	259.5
Overtime Hours	140.5	84	148.5	87.75	121.75	91	79.25	86	242.5	258.75	228.75	127.25	134.5
Operation Pull Over (OPO) Hours	145	64.5	105.5	37.5	92	47	39	59	42.5	39	85.5	112.5	53
Sick Hours	298	111	113.75	83.5	182	141	207	81.5	47.5	235.5	269	197	211.75
Vacation	660	614	648	327	213	122	254	966	614	342	452	261	382
Comp/Flex Time	39.5	44	35	49	36.5	30	28	32	38.5	49.5	10.75	43.25	21.5
Personal	67.5	42	84	151	87.5	87.5	108	259	87	83.75	76	221	77.5
Floating Holiday/Holiday	248	285.5	208	136	142	222	218	681	571	182	332	259	228
FMLA	0	16	0	0	208	84	0	0	0	168	168	0	0
Family Illness	0	0	0	0	0	0	0	24	0	0	0	0	0
Injury	36	0	5.5	84	174	168	60	0	24	0	0	0	0
Bereavement	8	16	0	0	0	0	0	0	24	0	0	0	0
Perfect Attendance	0	0	0	0	0	12	16	0	0	0	0	0	0
Military Leave	0	0	0	24	0	0	0	0	0	0	0	0	0

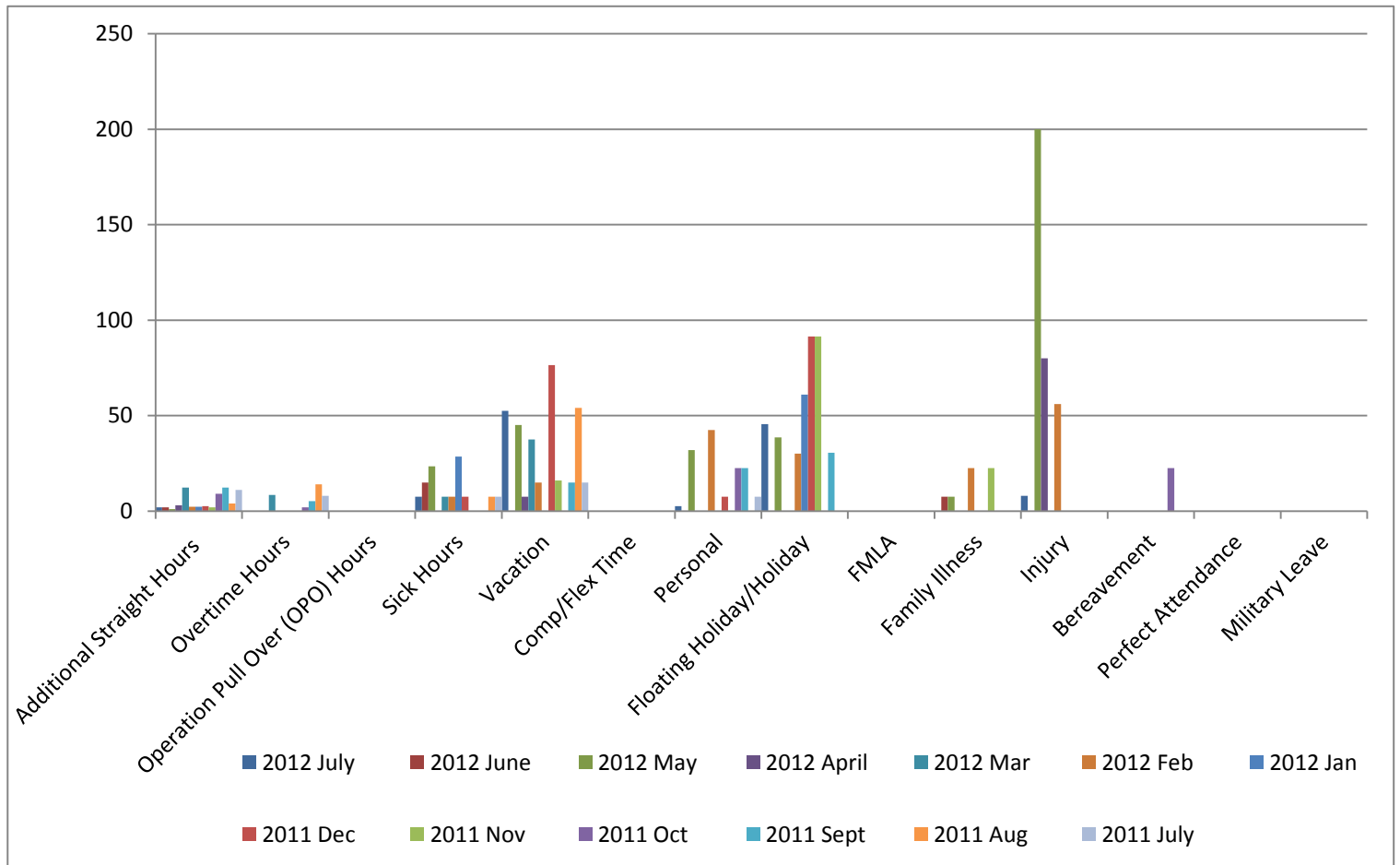


WESTFIELD POLICE DEPARTMENT

Civilian Monthly Comparison

Monthly Personnel Performance Measures

Personnel Performance Measures	2012 July	2012 June	2012 May	2012 April	2012 Mar	2012 Feb	2012 Jan	2011 Dec	2011 Nov	2011 Oct	2011 Sept	2011 Aug	2011 July
Additional Straight Hours	2	2	1	3	12.25	2.25	2.25	2.5	2	9	12.25	4	11
Overtime Hours	0	0	0	0	8.5	0	0	0	0	2	5.25	14	8
Operation Pull Over (OPO) Hours	0	0	0	0	0	0	0	0	0	0	0	0	0
Sick Hours	7.5	15	23.5	0	7.5	7.5	28.5	7.5	0	0	0	7.5	7.5
Vacation	52.5	0	45	7.5	37.5	15	0	76.5	16	0	15	54	15
Comp/Flex Time	0	0	0	0	0	0	0	0	0	0	0	0	0
Personal	2.5	0	32	0	0	42.5	0	7.5	0	22.5	22.5	0	7.5
Floating Holiday/Holiday	45.5	0	38.5	0	0	30	61	91.5	91.5	0	30.5	0	0
FMLA	0	0	0	0	0	0	0	0	0	0	0	0	0
Family Illness	0	7.5	7.5	0	0	22.5	0	0	22.5	0	0	0	0
Injury	8	0	200	80	0	56	0	0	0	0	0	0	0
Bereavement	0	0	0	0	0	0	0	0	0	22.5	0	0	0
Perfect Attendance	0	0	0	0	0	0	0	0	0	0	0	0	0
Military Leave	0	0	0	0	0	0	0	0	0	0	0	0	0



**Westfield Police Department
Community Events
July 2012**

7/16 Down Syndrome Indiana Picnic – Quaker Park – Officer Martin

7/17 City Connection – Chief Rush

7/31 WeCan Meeting – Chief Rush

7/31 Police Department Tour – 9 and 10-year-old took a tour of the police department and looked at a police car – Lt. Gorrell

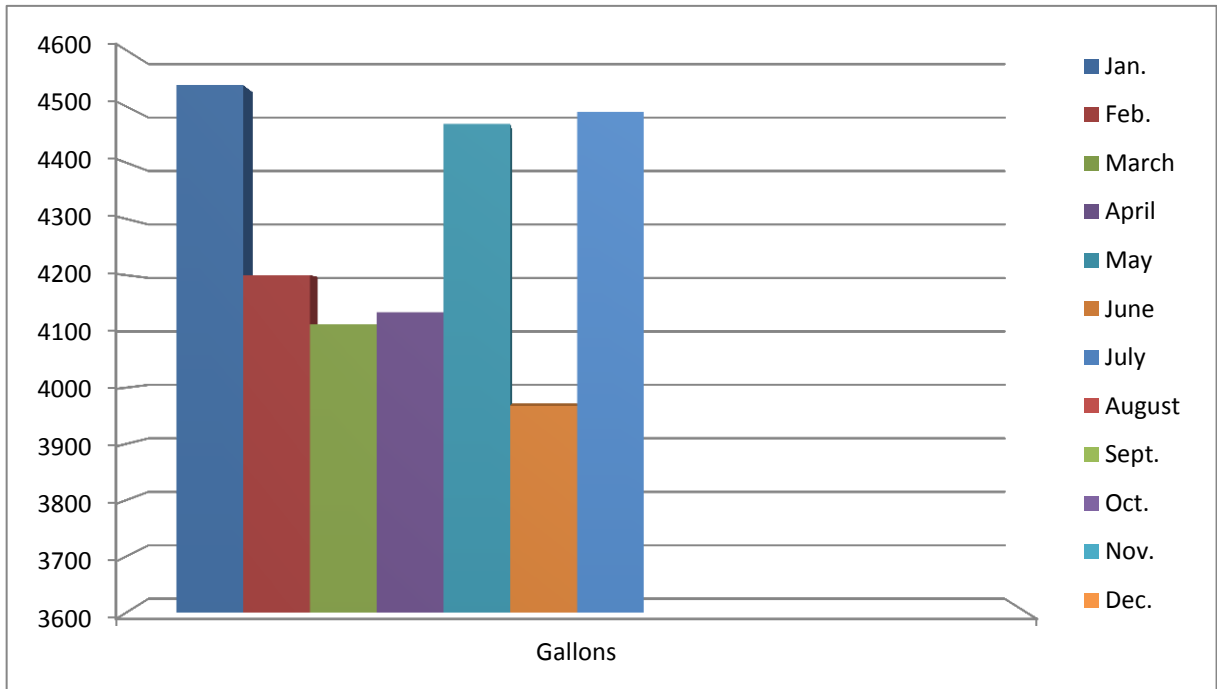
WESTFIELD POLICE DEPARTMENT

Monthly Fuel Purchases

Gallons 2011/2012

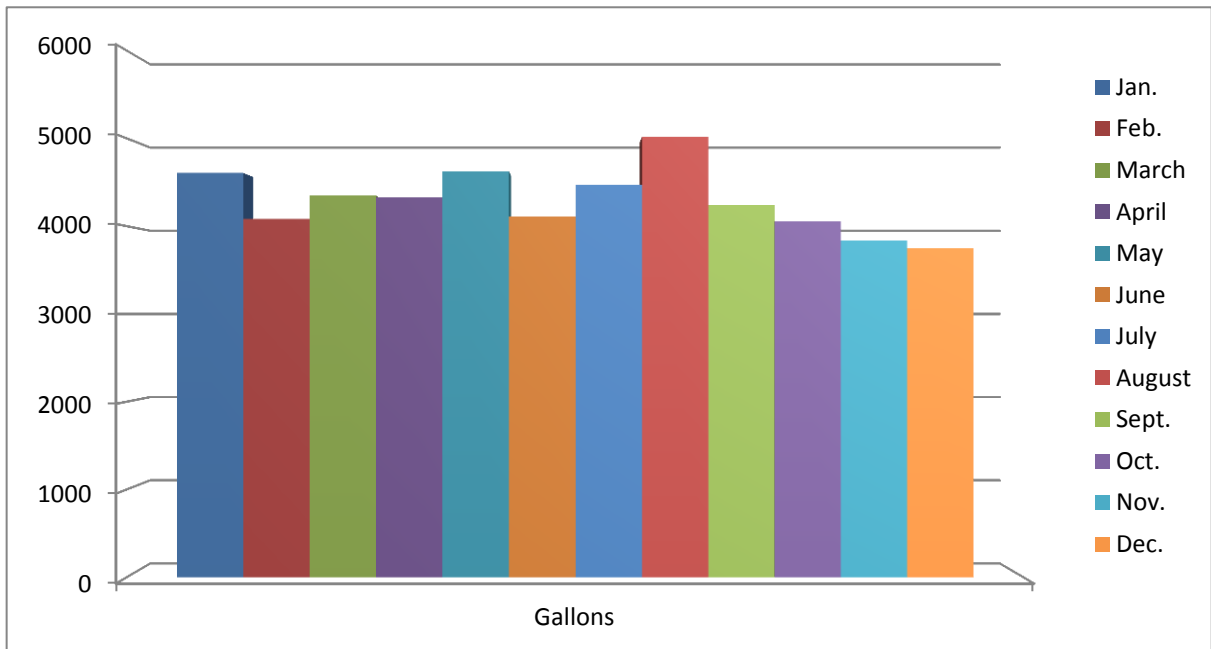
Fuel Purchases 2012

Month	Jan.	Feb.	March	April	May	June	July	August	Sept.	Oct.	Nov.	Dec.
Gallons	4538	4200	4113	4134	4469	3968	4490					



Fuel Purchases 2011

Month	Jan.	Feb.	March	April	May	June	July	August	Sept.	Oct.	Nov.	Dec.
Gallons	4608	4083	4347	4326	4624	4113	4473	5016	4238	4056	3834	3750



Monthly Training Summary

July 2012

7/5 - K-9 Training – Officers Kang and Swiatkowski

7/10-12 - Firearms Training – Departmental Training

7/10-11 - Bike Training – Bike Team

7/12-13 – Indiana D.A.R.E. Conference – Officers Martin and Larrison

7/12 – Monthly ESU

7/16-19 – Active Shooter – Departmental Training

7/23-24 – Finding the Leader in You – Officers Swiatkowski and Somerville

7/24-26 – Firearms – Departmental Training

7/30-8/3 – Critical Incident Team – Lt. Hollowell



**City of Westfield Fire Department
Board of Public Works & Safety Report
July 1st- 31st, 2012**

**Contact: Chief Todd Burtron
or Kristen Sparks
804-3333**

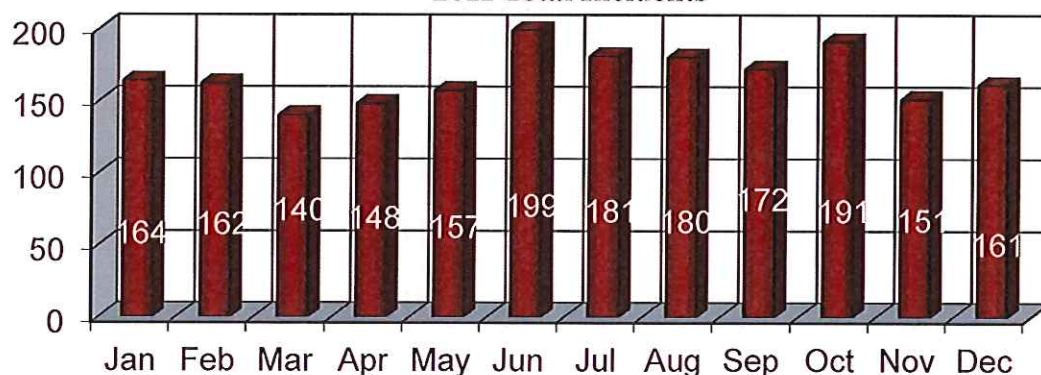


Westfield Fire Department 2012 Incident Statistics By Fire / Medical Groups

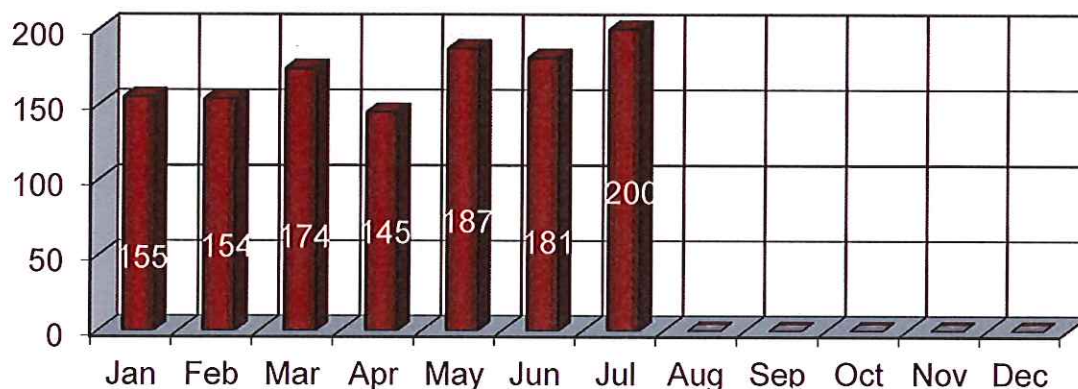


	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec		
Total WFD Fire Incidents	34	40	62	48	61	70	82						397	33.2%
Total WFD Medical Incidents	121	114	112	97	126	111	118						799	66.8%
Total WWFD Incidents	155	154	174	145	187	181	200	0	0	0	0	0	1196	100%

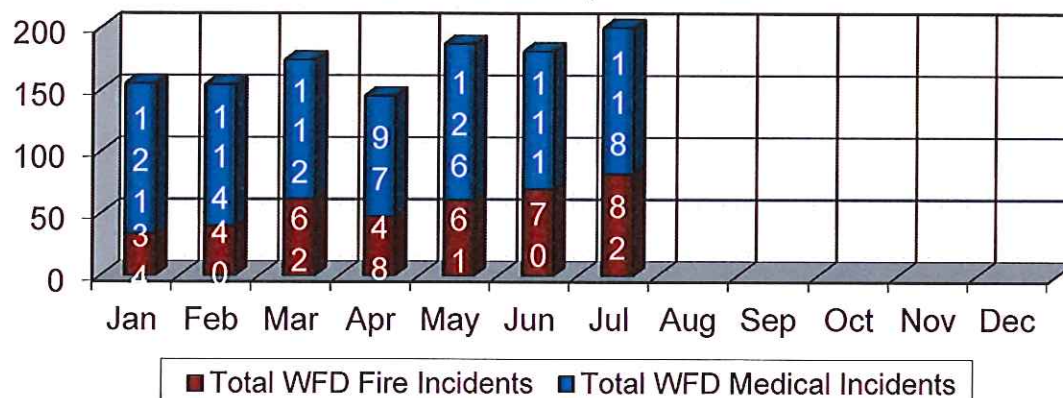
Westfield Fire Department
2011 Total Incidents



Westfield Fire Department
2012 Total Incidents



Westfield Fire Department
2012 Incidents by Fire/Medical



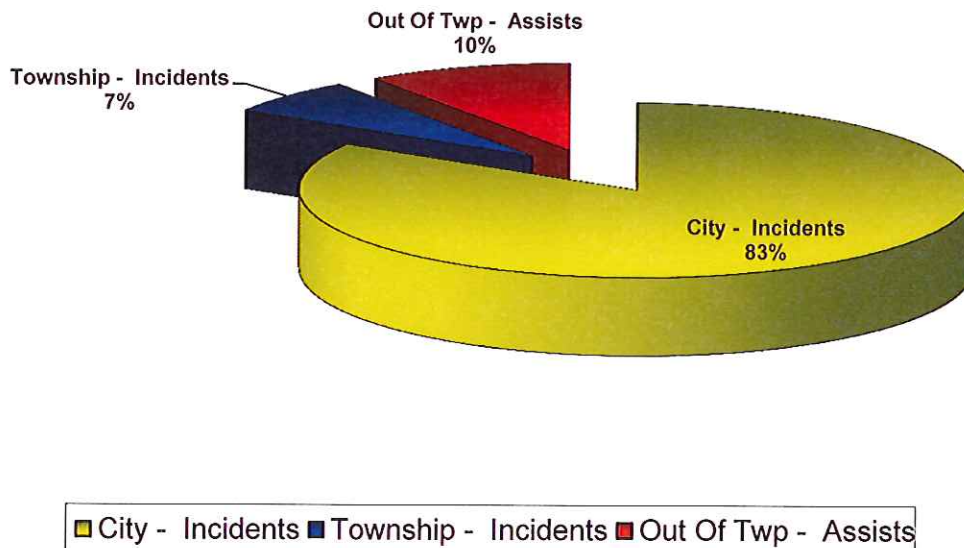


Westfield Fire Department 2012 Fire/Medical Incidents By Governmental Area



2012 Incidents	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Totals	%
City - Incidents	132	139	149	115	160	143	161						999	83.5%
Township - Incidents	14	6	13	7	10	15	14						79	6.6%
Out Of Twp - Assists	8	9	12	23	17	23	25						117	9.8%

Westfield Fire Department 2012 Incidents by Governmental Areas





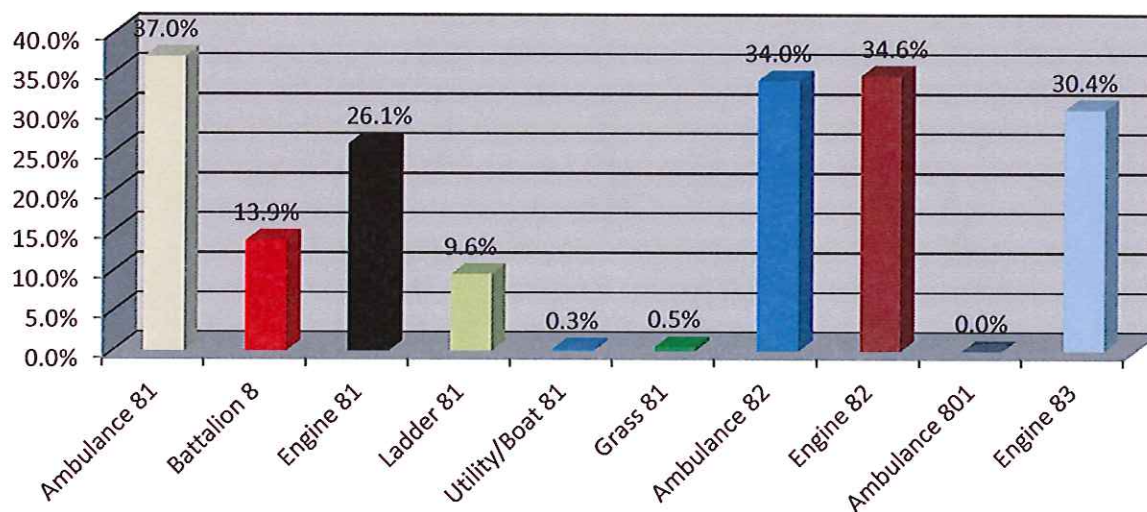
Westfield Fire Department 2012 Total Apparatus Responses By Unit & Station



<u>Station 81 Responses</u>	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Totals	%
Ambulance 81	62	55	71	48	78	57	72						443	37.0%
Battalion 8	23	23	27	22	24	20	27						166	13.9%
Engine 81	48	40	46	44	55	34	45						312	26.1%
Ladder 81	15	18	17	15	21	7	22						115	9.6%
Utility/Boat 81	1	1	-	-	1	-	-						3	0.3%
Grass 81	1	-	3	-	-	2	-						6	0.5%

<u>Station 82 Responses</u>	Jan	Feb	March	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Totals	%
Ambulance 82	63	64	58	49	57	53	63						407	34.0%
Engine 82	60	66	58	44	59	63	64						414	34.6%
Ambulance 801	0	-	-	-	-	-	-						0	0.0%
<u>Station 83 Responses</u>	Jan	Feb	March	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Totals	%
Engine 83	43	48	66	37	53	55	61						363	30.4%

Westfield Fire Department 2012 Total Apparatus Responses

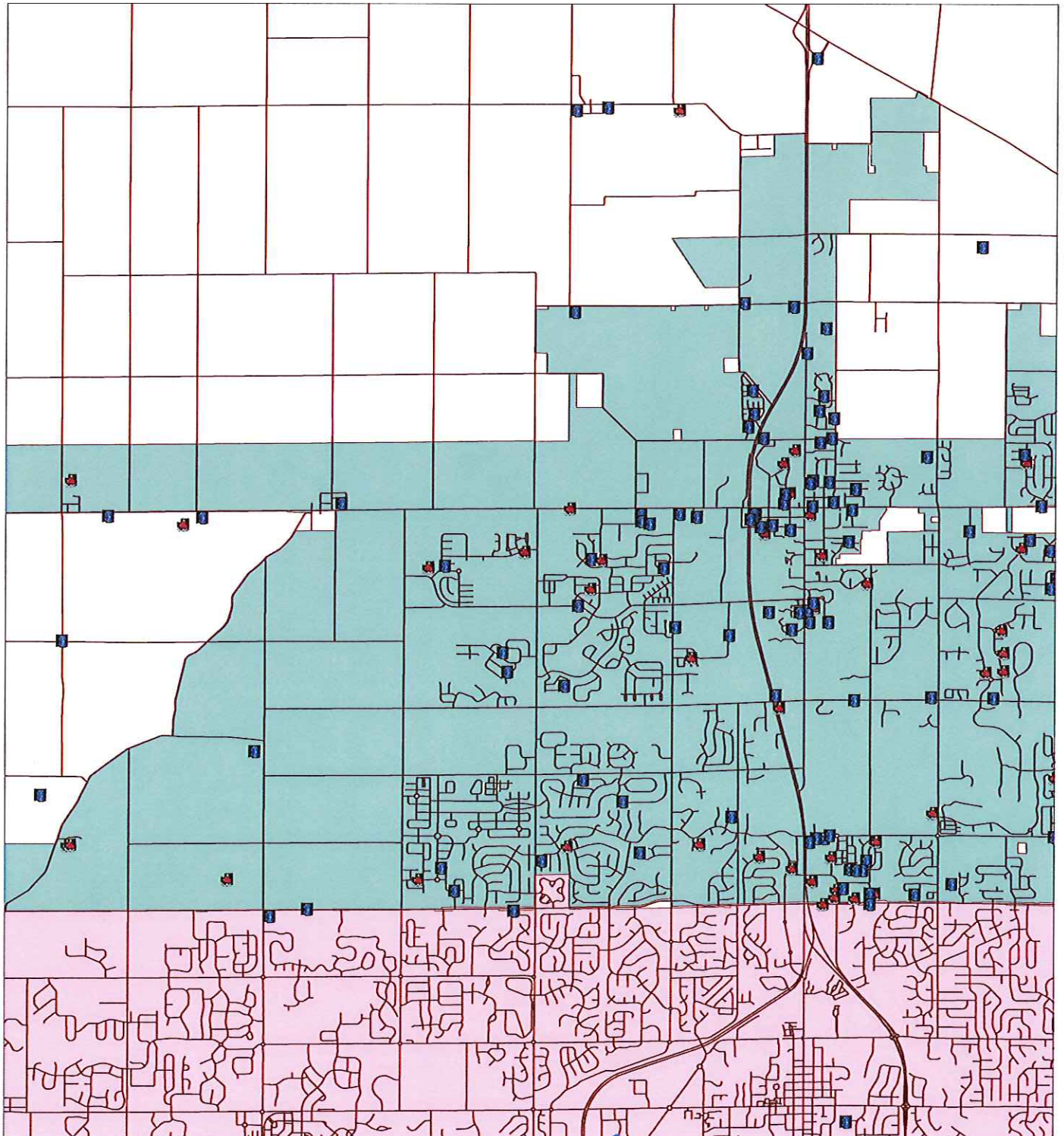


Scale : 1 Inch = 5707 Feet.

Date : 8/8/2012

NOBLESVILLE COMMUNICATIONS DEPARTMENT

Fire and EMS Runs for the Month of July



Westfield Fire Department

Kristen Custom Report

Alarm Date Between {07/01/2012} And {07/31/2012}

Incident Type	Count	Pct of Incidents	Total Est Loss	Pct of Losses
1 Fire				
113 Cooking fire, confined to container	2	0.99%	\$0	0.00%
118 Trash or rubbish fire, contained	1	0.49%	\$0	0.00%
140 Natural vegetation fire, Other	4	1.98%	\$0	0.00%
143 Grass fire	2	0.99%	\$0	0.00%
151 Outside rubbish, trash or waste fire	1	0.49%	\$0	0.00%
	<u>10</u>	<u>4.95%</u>	<u>\$0</u>	<u>0.00%</u>
3 Rescue & Emergency Medical Service Incident				
300 Rescue, EMS incident, other	1	0.49%	\$0	0.00%
311 Medical assist, assist EMS crew	2	0.99%	\$0	0.00%
321 EMS call, excluding vehicle accident with	96	47.52%	\$0	0.00%
322 Motor vehicle accident with injuries	15	7.42%	\$0	0.00%
324 Motor Vehicle Accident with no injuries	4	1.98%	\$0	0.00%
	<u>118</u>	<u>58.41%</u>	<u>\$0</u>	<u>0.00%</u>
4 Hazardous Condition (No Fire)				
412 Gas leak (natural gas or LPG)	4	1.98%	\$0	0.00%
424 Carbon monoxide incident	2	0.99%	\$0	0.00%
445 Arcing, shorted electrical equipment	1	0.49%	\$0	0.00%
	<u>7</u>	<u>3.46%</u>	<u>\$0</u>	<u>0.00%</u>
5 Service Call				
520 Water problem, Other	2	0.99%	\$0	0.00%
550 Public service assistance, Other	3	1.48%	\$0	0.00%
551 Assist police or other governmental agency	25	12.37%	\$0	0.00%
554 Assist invalid	3	1.48%	\$0	0.00%
561 Unauthorized burning	2	0.99%	\$0	0.00%
	<u>35</u>	<u>17.32%</u>	<u>\$0</u>	<u>0.00%</u>
6 Good Intent Call				
600 Good intent call, Other	1	0.49%	\$0	0.00%
611 Dispatched & cancelled en route	6	2.97%	\$0	0.00%
622 No Incident found on arrival at dispatch	2	0.99%	\$0	0.00%
651 Smoke scare, odor of smoke	2	0.99%	\$0	0.00%
671 HazMat release investigation w/no HazMat	2	0.99%	\$0	0.00%
	<u>13</u>	<u>6.43%</u>	<u>\$0</u>	<u>0.00%</u>

Westfield Fire Department

Kristen Custom Report

Alarm Date Between {07/01/2012} And {07/31/2012}

Incident Type	Count	Pct of Incidents	Total Est Loss	Pct of Losses
7 False Alarm & False Call				
700 False alarm or false call, Other	7	3.46%	\$0	0.00%
7001 False alarm , written notice on file.	2	0.99%	\$0	0.00%
733 Smoke detector activation due to	3	1.48%	\$0	0.00%
734 Heat detector activation due to malfunction	1	0.49%	\$0	0.00%
736 CO detector activation due to malfunction	1	0.49%	\$0	0.00%
740 Unintentional transmission of alarm, Other	1	0.49%	\$0	0.00%
743 Smoke detector activation, no fire -	1	0.49%	\$0	0.00%
745 Alarm system activation, no fire -	2	0.99%	\$0	0.00%
	<u>18</u>	<u>8.91%</u>	<u>\$0</u>	<u>0.00%</u>
8 Severe Weather & Natural Disaster				
814 Lightning strike (no fire)	1	0.49%	\$0	0.00%
	<u>1</u>	<u>0.49%</u>	<u>\$0</u>	<u>0.00%</u>

Total Incident Count: 202

Total Est Loss:

\$0



Board of Works

Andy Cook
John Hart
Mark Heirbrandt

Clerk Treasurer

Cindy J. Gossard

Public Works Department

(317) 804-3150 office
(317) 804-3181 fax

2728 East 171st Street
Westfield, IN 46074
westfield.in.gov

Memorandum

To: Westfield Board of Public Works & Safety

Date: August 30, 2012

Re: Public Works & Matters

Memo to Board Members

Dear Board Members, I would like to take this opportunity to update you regarding some of the activities that have taken place within the Public Works Department over the last month.

Fees Collected

(See Attachment 1)

Safety Statistics

(See Attachment 2)

Public Works Progress Report

(See Attachment 3)

Employee of the Month

The City Services Going the Extra Mile Employee of the Month selection for June 2012 was Scott Shepard and Ren Waiter.

Please join me in congratulating Scott Shepard and Ren Waiter on this significant achievement.

ATTACHMENT #1

Yearly Permit Fees-2012												
Type of Fees	January	February	March	April	May	June	July	August	September	October	November	December
Encroachment Permits	\$ 225.00	\$ 400.00	\$ 3,150.00	\$ 3,150.00	\$ 3,250.00	\$ 2,100.00	\$ 4,100.00	\$ -	\$ -	\$ -	\$ -	\$ -
Sewer Availability Fees	\$ 11,613.48	\$ -	\$ 3,150.00	\$ 3,150.00	\$ 3,500.00	\$ 3,900.00	\$ 21,941.64	\$ 25,200.00	\$ -	\$ -	\$ -	\$ -
Sewer Tap Fees	\$ 6,000.00	\$ 24,000.00	\$ 30,312.00	\$ 30,312.00	\$ 33,600.00	\$ 43,200.00	\$ 40,380.00	\$ 32,400.00	\$ -	\$ -	\$ -	\$ -
Subsequent Sewer Connection	\$ 1,820.91	\$ 3,636.00	\$ 2,198.00	\$ 2,198.00	\$ 3,405.00	\$ -	\$ 3,070.00	\$ 1,438.00	\$ -	\$ -	\$ -	\$ -
Water Availability Fees	\$ 5,683.08	\$ -	\$ 6,481.80	\$ 3,492.00	\$ 1,800.00	\$ -	\$ 9,484.28	\$ 14,526.00	\$ -	\$ -	\$ -	\$ -
Water-3/4" Tap Fees	\$ 3,000.00	\$ 11,500.00	\$ 18,895.00	\$ 19,470.00	\$ 20,500.00	\$ -	\$ 21,325.00	\$ 15,935.00	\$ -	\$ -	\$ -	\$ -
Water-1" Tap Fees	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Water-1 1/2" or Greater	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Subsequent Water Connection	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,544.24	\$ -	\$ -	\$ -	\$ -	\$ -
Lawn Irrigation Fees	\$ 120.00	\$ 1,060.00	\$ 3,290.00	\$ 3,290.00	\$ 4,750.00	\$ 6,250.00	\$ 6,870.00	\$ 6,000.00	\$ -	\$ -	\$ -	\$ -
Road Impact Fees	\$ 7,200.00	\$ 21,600.00	\$ 23,400.00	\$ 23,400.00	\$ 43,200.00	\$ 39,600.00	\$ 67,480.00	\$ 28,800.00	\$ -	\$ -	\$ -	\$ -
Plan Review Fees	\$ 3,125.00	\$ 3,105.00	\$ 3,180.00	\$ 3,180.00	\$ 1,475.00	\$ 4,390.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Inspection Fees	\$ 5,531.50	\$ 5,198.50	\$ 1,535.50	\$ 1,535.50	\$ 5,258.00	\$ 3,607.50	\$ 888.00	\$ 2,238.50	\$ -	\$ -	\$ -	\$ -
Map Fees	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Erosion Control Appl. Fees	\$ 500.00	\$ 2,600.00	\$ 3,800.00	\$ 3,800.00	\$ 3,900.00	\$ 3,900.00	\$ 3,800.00	\$ 3,300.00	\$ -	\$ -	\$ -	\$ -
Erosion Control Penalty Fees	\$ 500.00	\$ 100.00	\$ 400.00	\$ 400.00	\$ 800.00	\$ 800.00	\$ 1,050.00	\$ 700.00	\$ -	\$ -	\$ -	\$ -
Sanitary Sewer Permit Fees	\$ -	\$ -	\$ 600.00	\$ 600.00	\$ -	\$ 300.00	\$ 300.00	\$ -	\$ -	\$ -	\$ -	\$ -
Water Permit Fees	\$ -	\$ -	\$ 600.00	\$ 600.00	\$ 300.00	\$ 300.00	\$ 600.00	\$ -	\$ -	\$ -	\$ -	\$ -
Water Service Line Protection	\$ 288.00	\$ 96.00	\$ -	\$ -	\$ 384.00	\$ 288.00	\$ -	\$ 192.00	\$ -	\$ -	\$ -	\$ -
Totals per Month	\$ 43,806.97	\$ 73,375.50	\$ 100,992.30	\$ 127,537.00	\$ 133,940.50	\$ 183,880.16	\$ 132,404.50	\$ -	\$ -	\$ -	\$ -	\$ -
2012 Year to Date												
Encroachment Permits	\$ 14,900.00											
Sewer Availability Fees	\$ 68,905.12											
Sewer Tap Fees	\$ 209,892.00											
Subsequent Sewer Connection	\$ 18,562.91											
Water Availability Fees	\$ 41,467.16											
Water-3/4" Tap Fees	\$ 110,625.00											
Water-1" Tap Fees	\$ -											
Water-1 1/2" or Greater	\$ -											
Subsequent Water Conn.	\$ 2,544.24											
Lawn Irrigation Fees	\$ 28,360.00											
Road Impact Fees	\$ 231,290.00											
Plan Review Fees	\$ 13,535.00											
Inspection Fees	\$ 24,257.50											
Map Fees	\$ -											
Erosion Control Appl. Fees	\$ 20,800.00											
Erosion Control Penalty Fees	\$ 6,550.00											
Sanitary Sewer Permit Fees	\$ 1,200.00											
Water Permit Fees	\$ 1,800.00											
Water Service Line Protection	\$ 1,248.00											
Gross Total for 2012	\$ 795,936.93											

ATTACHMENT #2

WESTFIELD PUBLIC WORKS MONTHLY ACCIDENT STATISTICAL REPORT FOR JULY 2012

Location	# of employees	# of Hours Worked	Employee Accidents/ Month	Disabling Accidents/ Month	Lost Work Days	Restricted Work Days	OSHA Recordable Accidents	# of Vehicles	# of Miles Driven	# of Vehicle Accidents for the Month	Chargeable Accidents for the Month	# of Property Damage Accidents/ Incidents	Cost of Property Damage Accidents/ Incidents
Administrative	3	411	0	0	0	0	0	1	584	0	0	0	\$0.00
CSC	5	684.5	0	0	0	0	0	1	189	0	0	0	\$0.00
Water	5	648	0	0	0	0	0	7	4390	0	0	0	\$0.00
Wastewater	4	517	0	0	0	0	0	6	3037	0	0	0	\$0.00
Street-G/M	16	2088.5	0	0	1	0	0	16	8860	0	0	0	\$0.00
Dev/Con-Eng	7	865.5	0	0	0	20	0	6	4288	0	0	0	\$0.00
Inst & Controls	2	240.5	0	0	0	0	0	1	332	0	0	0	\$0.00
2012	42	5455	0	0	1	20	0	38	21680	0	0	0	\$0.00
2011	45	7586	0	0	5	0	0	39	24074	2	0	2	2100

Matt Bell returned on 7/3 and will be on restrictions, he was injured on 3/5 while working on a curb. He is reassigned under Dev/Construction.

ATTACHMENT #3

WESTFIELD BOARD OF PUBLIC WORKS MEETING

Westfield Public Works Executive Summary Progress Report

1. Village Park TIF Projects

- South Union to Western Way Drive (Westfield Blvd.)(aka West Access Road) – This project has been broken into 3 Segment Phases. Phase 1 is from US31 south to 151st Street. The alignment and location of this segment has not been determined. Phase 2 will be from 151st south and tie into Greyhound Pass. Phase 3 will consist of building a Round-A-Bout at the intersection of Western Way/Greyhound Pass and the new West Access Road Connection.

The professional services design for Phase 1 has been awarded to VS Engineering. With this design a complete environmental assessment will be conducted for all 3 Phases. Additionally, in the Winter and Spring of 2011 the entire area was surveyed. VSE has begun the initial process of design for the construction of Phase 1.

Numerous coordination meetings have been held with INDOT and Panhandle Eastern in regards to road and high pressure gas line coordination.

2. Eastside TIF Projects – 161st Street and Carey Road. The design and engineering work on the 161st Street and Carey Road Round-a-bout project is complete, with R/W acquisition and utility coordination beginning in 2012. At this time, it appears that this project will likely be scheduled for utility relocations in late 2013 with construction in early 2014.
3. Beechwood Storm Sewer Project. The Beechwood Storm Sewer project has been awarded to 3D Company out of Muncie. Construction for this project is not scheduled to start until after July 16 of 2012 in order to take advantage of the dry summer conditions and shorten the construction period. The contractor will be substantially completed with the work on or before September 21, 2012.
4. Block Grant. The 2013 Block Grant was submitted and we are awaiting approval from the Noblesville Housing Authority.
5. 2012 Resurfacing and Maintenance Improvement Project. The 2012 Resurfacing and MIP list has been generated and was bid on Monday April 27th, 2012 and will be brought to the Board on May 31st for approval and award. The following is a list of the projects and status:
- **Oak Road - Wedge & Level and Resurfacing (Baumgartner Asphalt)** – The project is approximately 90% complete. The surface is down and the road is open. The only work remaining is the placement of the stone shoulders and clean up.

- **Carey Road and 169th Street - Passing Blister (Calumet)** – Utilities are still in the process of being moved (with an August 1st completion date) and the passing blister work will start shortly after that. This project will take approximately 3 weeks. This project should be complete in one week.
 - **Gray Road – 2' Widening, Wedge & Level and Resurfacing (Baumgartner Asphalt)** – This project will start shortly. Once Baumgartner finishes up Oak Road they will move over to Gray Road. This project will take approximately one month.
 - **Timberbrook Run Subdivision – Mill and Resurface (Grady Brothers)** – Project is complete.
6. Westfield Farms Concrete Road Repairs. (Karns Inc.) The project is scheduled to start work 7/23/12. They are going to repair approximately 500 sq. yd. of concrete pavement. This project will take approximately 3 weeks.
 7. 2012 Road Striping. (Gridlock) Project is scheduled to start this week. The project will take approximately one month to complete.
 8. Sign Replacement Project. (Shambaugh & Sons) Waiting on approval of street blade sign standard, authorization to replace incorrect street blades and warning signs. Project will take approximately two months to complete.
 9. Crack Sealing. (Harding Asphalt) – Approximately 25 tons of sealant was placed on 16 miles of road. With 62 miles of roads left to do, and an average of 1.6 tons of sealant per mile of road, that equals approximately 99 tons of sealant needed to complete all local streets (excludes subdivisions). Harding's unit price was \$3410.00/ton. The approximate cost to finish the roads would be \$337,590.00.
 10. Towne Road Bridge (21095) Replacement over the John Edwards Drain. The Public Works Engineering Division received 3 quotes for engineering the replacement of this bridge. This bridge was listed in the top 8 for replacement according to the City of Westfield Small Structure Inventory List. Engineering design will begin in late 2012 with proposed construction of this bridge proposed for summer 2013 depending on funding.
 11. Grand Park. The Public Works Engineering and Development/Construction Divisions are providing technical input into the planning and design of the Grand Park Sports Complex. The Public Works Department continues to assist in the design and financial analysis meetings associated with this project. The Public Works Department is also overseeing the construction and inspection activities associated with Meyer Najem and Crider & Crider. Phase II of Grand Park will be put out for bid later this month and will be pricing will be received in late August.
 12. 186th Street Extension. This project is in conjunction with the Grand Park Project and the proposed Main Street Project. This project was bid on January 27, 2012. This project has been awarded and the Contractor, Crider and Crider has begun construction. Mass earth grading and road sub base has been completed. The underground storm system is currently being installed.

13. Grand Junction. The Public Works Department continues to be the lead on the proposed Regional Detention Plan associated with the Anna Kendall (Cool Creek) Regulated Drain. The Public Works Department also has provided technical input in regards to the downtown thoroughfare plan, utility development, and trail development.
14. Public Safety Training Facility/ Public Works Horseshoe Water Utilities Property. The Public Works Department continues to look for opportunities to utilize the maximum extent of the available land for development and will be working with the DNR to revise the limits of the floodway for the future Safety Training Facility that will be developed in the future.
15. Horseshoe Well Development. Well 16 is currently under construction with the valve vault, electrical, and instrumental apertures.
16. Oakridge Road and 161st Street Round-a-bout. The Public Works Department applied for CMAQ funds for a RAB at this intersection and these funds were approved at the August of 2011 by the MPO. The original funding was for construction only with the cost of design, R/W and utility acquisition by the City. The Public Works Department applied for additional funds for the cost of design, R/W and utility acquisition and these funds were also approved at the August 2012 MPO making this project 100% funded. Design was given to United Consulting Engineers. Survey has been completed and initial engineering has begun. Construction of the RAB is scheduled for the summer of 2013 in coordination with the US 31 project.
17. Springmill Road and 156th Street Round-A-bout. The Public Works Department applied for CMAQ funds for the construction of RAB's at this intersection and these funds were approved at the August of 2011 by the MPO. At the August MPO Policy Meeting the MPO members voted to approve the 156th Street and Springmill Road RAB for funding for construction and construction inspection. This intersection will be designed in late 2012 with construction in 2014.
18. 191st Street and Tomlinson Road Round-A-bout. The Public Works Department has selected USI Consultants to design a future roundabout at the above intersection. Survey and the engineering report analysis has begun. It is targeted for a summer 2013 construction.
19. Spring Mill Road (146th Street to SR32) and 161st Street (Springmill Road to US31) The Public Works allied for funding through the MPO for funding to study the above corridor. The Funding was approved in late 2011 and we recently requested additional funding to expand the scope of the study. The MPO received and reviewed the revised scope of work submitted by United Consulting for the expanded Spring Mill Road and 161st Street study noting the increased total cost. The MPO was able to fund the federal portion of the expanded study with a total MPO contribution of \$78,800 and a local contribution of \$19,720 paid by the City of Westfield. The Department has selected United Consulting Engineers to complete this study and held a kick off meeting in February to finalize the contract and scope to begin the evaluation of these roads. The study is currently underway with a targeted completion date of January 2013.

20. US 31 Freeway Project. The Public Works Department continues to meet with INDOT and the Design Team in regards to coordinating the design and utility relocations associated with this project. Recently this project has been accelerated and has increased the amount of time needed on this project. HNTB was retained to develop relocation plans for all the sanitary & water relocations.
21. 2012 CMAQ Applications. The Public Works Department completed and submitted applications for the 2012 CMAQ call for projects. CMAQ stands for Congestion Mitigation and Air Quality and is focused on transportation improvements designed to improve air quality and mitigate congestion. Roundabouts are a perfect application for this federally funded program. Three (3) intersections were applied. 161st Street & S. Union Street, 156th Street & Oakridge Road, and 169th Street & Springmill Road. Determination will be made in October/November.
22. Monon Trail TE Grant Funds. The City has officially been awarded TE funds for three projects. They are as follows:

Des. No.	Location	Amount
0900029	SR 32 to 216 th St.	\$846,000 (federal)/\$211,500(local)
1173079	SR 32 to 191 st St.	\$1,096,667 (federal)/\$274,167(local)
1173193	191 st to 216 th	\$1,000,000 (federal)/\$250,000 (local)

A TIP amendment request was submitted and approved by the MPO which placed both the 09 and the 11 project into the TIP with the 09 labeled strictly for Design, Survey and R/W and the 11 labeled for construction and construction inspection. Currently, there is a RFP out for the Design and R/W acquisition for the Monon Trail and DLZ has initially been selected. Project limits are north of SR32 to the Monon Trails Elementary School. Any additional funds will take the trail further north until funds are depleted.



Mayor
Andy Cook

City Council
Jim Ake
John Dippel
Steve Hoover
Robert L. Horkay
Robert J. Smith
Cindy L. Spoljaric
Rob Stokes

Clerk Treasurer
Cindy J. Gossard

Parks and Recreation

(317) 804-3184 admin office
(317) 804-3190 fax

2728 East 171st Street
Westfield, IN 46074
westfield.in.gov

To: Westfield Board of Works

From: Melody Jones

CC: Todd Burtron

Date: August 22, 2012

RE: Park Improvements as of August 2012

Dear Board Members:

We are thrilled to have received the 4+ inches of rain in August. This has allowed us to start concentrating on other things but watering.

We did a tree assessment of the trees planted at the River Road plant in our tree farm. We have 23 healthy young trees that we plan to move to a park if weather permits late this fall.

PARKS

Armstrong

We have contracted with Margretta (Greta) Peterson, our former intern to continue with the concept plans for Armstrong Park. We have met with the Lion's Club and will continue working with their representatives. Our meeting with the Countryside HOA was delayed but will take place prior to this meeting.

Benches and trash receptacles are being installed in the park this week.

Asa Bales

Irrigation has been set for Tuesday and Thursday's in accordance with the new watering restriction.

The Meet the Artist Event went well, with attendance of about 60 people in the course of two hours. The follow up article in the Current was very good.

We have experienced a few incidences of vandalism this month in the park.

Freedom Trail

The repairs to the safety surfaces were completed last week at no charge to the park department.

All stone surfaces have been graded, leveled, and sprayed for weeds. All dead limbs have been trimmed and known dead trees have been removed. The park looks good and is ready for the 2012 football season.

Old Friends Cemetery

The signage footers have been installed and await the arrival of the new interpretive signs. They are due by September 7th.

We have two trees under warranty in the park that will be replaced by Becker Landscaping in the fall.

Osborne Park

We made it to the top 15 finalist in the national PetSafe Bark for Your Park competition. And as a top finalist we receive some agility equipment for our future park.

The Friends Of - are planning some fundraising events to support getting the park started. We will keep you posted.

Quaker

We worked with Rob Lambert and DeWayne Hollman of Public Works and Adam Green with Informatics to develop a plan for running the splash park without the SCADA system. Really, Rob and DeWayne developed the system using existing technology that will cost the park department very little money (\$625) to retro fit. The switch over will happen as soon as the new equipment is retro fitted.

The shelters have been painted at Quaker Park.

TRAILS

Cool Creek Trail

You previously approved the request for quotes for seven trail identification signs for the new section of Cool Creek Trail that runs along Cool Creek Park Road, Greyhound Pass; 147th Street and continues through Cool Creek Commons Shopping Center. The signs should be install this week.

Monon Trail

Construction of the Monon Trail pedestrian bridge over 146th Street is on schedule. Reith Riley Construction is the contractor for this Hamilton County project.

Midland Trace Trail

Parks and Recreation

(317) 804-3150 office
(317) 804-3190 fax

2728 East 171st Street
Westfield, IN 46074
westfield.in.gov

The section of the Midland east of Carey Road has been cleared and made passable for walking to Gunther Ave.

We received a quit claim from Maple Knoll Investors, LLC that we are presenting for your acceptance. As well, as a right of entry to grant Maple Knoll to then construct the Midland Trace Trail. We are working with Community Development to get the quit claims from the other developers to the west.

Grand Junction Trail

The irrigation along the trail on South Union Street has been programed to comply with the new watering restrictions.

OTHER ITEMS

Grand Junction

We have several property owners in different stages of discussions at this time. Nothing new to report.

Special Events or Programs

Westfield in Bloom (WIB)

The Community Committee's signature project is Plant a Row is in full swing. To date we have about 1200 pounds donated.

The Heritage Committee's main project this year is hosting "*Voices from the Past*". This will be our second year of offering this performance of some of Westfield's historical citizens. The performances take place in the Anti-Slavery Cemetery in Asa Bales Park and Old Friends Cemetery Park. We partner with the Westfield Historical Society and Westfield Players. This year we are host on two days. The performances on Friday, September 14th during the day will be a school field trips, Friday evening performance will be discounted, for families. There will be Saturday performances. This is a ticketed event. A flyer is attached for your information. Two performances are sold out.

Parks and Recreation

(317) 804-3150 office
(317) 804-3190 fax

2728 East 171st Street
Westfield, IN 46074
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Parks and Recreation

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2728 East 171st Street
Westfield, IN 46074
westfield.in.gov

TO: Westfield Board of Works and Safety

From: Melody Jones

CC: Todd Burtron

Date: August 22, 2012

RE: Midland Trace Trail Land Donation

Board of Works and Safety

In an effort to extend the trails in Westfield the City has been working with local developers for years to gain right of way to construct our trail system. The Westfield Parks and Recreation Department is pleased to have received a Quit Claim from Maple Knoll Investors, LLC for the Midland Trace Trail right of way on the old Central Indiana Rail Road west of Springmill Road. As part of the zoning commitments Maple Knoll will also construct the Midland Trace Trail. In order to do so, upon gifting the land to the City they are requesting a Right of Entry to allow them to do the trail construction. Both documents are being presented for your acceptance today.

Earlier, we received an easement from Buckeye Pipeline to encroach on their pipeline easement that runs along the south side of the old rail road.

We are asking the Board of Works to approve the gift of the trail right of way and grant Maple Knoll a right of entry to construct the Midland Trace Trail to our standards. Work on the trail should proceed as soon as we provided them with signed copies. Other than filing fees, there is no cost to the City.

QUITCLAIM DEED

THIS INDENTURE WITNESSETH that MAPLE KNOLL INVESTORS, LLC, a Delaware limited liability company ("Grantor"), **QUITCLAIMS AND DEDICATES** to the CITY OF WESTFIELD, Hamilton County, Indiana ("Grantee"), for the sum of Ten Dollars (\$10.00) and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the real estate, which is a part of the Maple Knoll Apartments in the City of Westfield, Hamilton County, Indiana and more specifically described in Exhibit 1A and shown in Exhibit 1B (the "Real Estate"). This conveyance is made subject to all existing easements and right-of-ways.

[The remainder of this page is intentionally left blank.]

October, 2010.

"GRANTOR":

MAPLE KNOLL INVESTORS, LLC,
a Delaware limited liability company

By: SDG Funding, LLC, its sole member,
By: Maple Knoll Partners, LLC, its Manager

By: James J. Curtis, Jr.
James J. Curtis, Jr., Manager

Date: 12/18/10

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

Before me, a Notary Public in and for said County and State, personally appeared James J. Curtis, Jr., the Manager of Maple Knoll Partners, LLC, the Manager of SDG Funding, LLC, the sole Member of Maple Knoll Investors, LLC, a Delaware limited liability company, who having been duly sworn upon his oath acknowledged his authority to execute the foregoing Quitclaim Deed in such capacity.

Witness my hand and Notarial Seal this 18th day of October, 2010.

(Signature)

(Printed Name)

Notary Public residing in Marion County

My Commission Expires:

ACCEPTED BY "GRANTEE":

CITY OF WESTFIELD, INDIANA
BY ITS BOARD OF PUBLIC WORKS AND SAFETY

By: _____ Date: _____
Andy Cook, Presiding Officer

By: _____ Date: _____
Jack Hart, Member

By: _____ Date: _____
Mark Heirbrandt, Member

ATTEST:

Cindy J. Gossard, Clerk-Treasurer

STATE OF INDIANA)
) SS:
COUNTY OF HAMILTON)

Before me, a Notary Public in and for said County and State, personally appeared Andy Cook, Jack Hart, and Mark Heirbrandt, by me known to be the members of the City of Westfield Board of Public Works and Safety, and Cindy J. Gossard, Clerk-Treasurer of the City of Westfield, who having been duly sworn upon his/her oath acknowledged the acceptance of the foregoing Quitclaim Deed for and on behalf of the City of Westfield, Indiana.

Witness my hand and Notarial Seal this _____ day of _____, 2010

(Signature) _____

(Printed Name) _____

Notary Public residing in _____ County

My Commission Expires: _____

Please return recorded instrument to: Matthew S. Skelton, Esq., City of Westfield, 130 Penn Street, Westfield, Indiana, 46074.

I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law: Matthew S. Skelton.

This instrument was prepared by: Matthew S. Skelton, Esq., City of Westfield, 130 Penn Street, Westfield, Indiana, 46074, (317) 804-3170.

EXHIBIT 1A

LAND DESCRIPTION

A part of the Northeast Quarter of Section 3, Township 18 North, Range 3 East, Washington Township, Hamilton County, Indiana, more particularly described as follows:

Commencing at the Northeast corner of said Quarter Section, said corner being marked by a Harrison Monument; thence South 00 degrees 14 minutes 46 seconds West along the East line of said Quarter Section distance of 866.60 feet to the centerline of the right-of-way of the Central Indiana Railway; thence North 89 degrees 56 minutes 26 seconds West along said centerline 60.00 feet to the POINT OF BEGINNING of this description; thence South 00 degrees 14 minutes 46 seconds West parallel with the East line of said Quarter Section a distance of 30.00 feet to a point 30.00 feet South of and measured perpendicular to said centerline; thence North 89 degrees 56 minutes 26 seconds West 1295.82 feet to the west line of the Real Estate described in Instrument # 2007-55640 in the Office of the Recorder of Hamilton County, Indiana; thence North 00 degrees 06 minutes 16 seconds East (this and the next course are on the perimeter of said Real Estate) a distance of 30.00 feet to the centerline of the right-of-way of the Central Indiana Railway; thence South 89 degrees 56 minutes 26 seconds East along said centerline 1,295.82 feet to the POINT OF BEGINNING, containing 0.892 acre, more or less.



C/L OF S.R. 32

NORTH LINE NE 1/4
SEC. 3 - T18N-R3E

STATE OF INDIANA,
BOOK 224, PAGE 294

R.L. WILFONG
LAND CORP. INST.
#200000029485

NE COR NE 1/4
SEC. 3 - T18N - R3E
HARRISON MON. FOUND PER
COUNTY SURVEYOR TIES

PRINE REALTY LLC
INST. #19909943865

C/L OF SPRINGMILL RD

S 00° 39' 01" W
866.60 FEET

MAPLE KNOLL INVESTORS LLC
29-09-03-000-012.411-015

EXHIBIT 1B

CITY OF WESTFIELD, INDIANA
MIDLAND TRAIL RIGHT-OF-WAY



RIGHT OF ENTRY AGREEMENT

This Agreement is made as of ____ day of October, 2010, by and between **City of Westfield, Hamilton County, Indiana ("Grantor")**, and **Maple Knoll Investors, LLC**, an Indiana limited liability company ("**Grantee**").

For and in consideration of the mutual covenants herein set forth, Grantor does hereby grant to Grantee a temporary right of entry to enter upon those certain premises located in the City of Westfield, Hamilton County, Indiana, which are more particularly described on Exhibit A attached hereto (the "**Premises**"); and Grantor and Grantee agree as follows:

1. The right to enter the Premises shall commence on the date hereof and shall terminate on the earlier of (a) completion of the Work (as herein defined), or (b) December 31, 2011.

2. In consideration for this grant, Grantee has or will convey the Premises to Grantor by Quitclaim Deed.

3. Subject to all of the terms, covenants and conditions of this Agreement, Grantor hereby authorizes Grantee and its contractors, subcontractors, suppliers, materialmen, suppliers, consultants and representatives to enter upon and use the Premises for the purposes of cleaning, grading and improving the Premises with a path (the "**Path**") and performing certain other work related thereto (the "**Work**"). The Work shall be done at Grantee's sole cost and expense. The route and location of the Path shall be in substantial compliance with the Multi-Use Path Plan prepared by DeBoy Land Development Services and last revised on January 9, 2009, which is attached hereto as Exhibit B; and the Work shall include the installation of underground pipes that comply with the specifications attached hereto as Exhibit C at the locations identified on the attached Exhibit D. The Work shall not include the installation of any drainage facilities (other than the underground pipes referenced above) or the cleaning, clearing, alteration or creation of any existing or new drainage culverts or basins.

4. To the fullest extent permitted under applicable law, Grantor agrees to indemnify, defend and hold harmless Grantee and its officers, agents, employees and representatives against any and all claims, demands, actions or causes of action that may arise from the flooding, overtopping, pooling or presence of storm water or other runoff from, across or on the Premises or any properties located adjacent to the Premises, including, but not limited to, those involving death, injury or damages to persons or property. To the fullest extent permitted under applicable law, Grantor covenants not to sue Grantee or its officers, agents, employees or representatives for, and expressly releases Grantee from, any and all claims, demands, actions and causes of action arising out of the flooding, overtopping, pooling or presence of storm water or other runoff from, across or on the Premises or any properties located adjacent to the Premises.

5. Any mechanic's lien filed against the Premises for work done or performed or materials or equipment furnished to or contracted for or by Grantee shall be discharged within ninety (90) days after the date Grantee receives notice of the lien, or, if required by Grantor, bonded or insured over within ninety (90) days after Grantor's notification that such bonding or insurance is required. If Grantee fails to so discharge or bond or insure over any such lien,

Grantor may do so at Grantee's expense, and the amount reasonably expended by Grantor in so doing, together with all reasonable expenses, including attorneys' fees, incurred by Grantor in connection therewith, shall be paid by Grantee within ten (10) days after receipt of Grantor's invoice therefor.

6. Grantor covenants, represents and warrants to Grantee that: (a) Grantor has executed a Right of Entry with Westfield Steel in the form and content as Exhibit E attached hereto (the "ROE"); (b) Grantor has executed a Pipeline Easement Encroachment Agreement with Buckeye Pipeline Company, L.P., in the form and content as Exhibit F attached hereto (the "Encroachment"); and (c) Grantee shall have the rights and benefits of Grantor under the ROE and Encroachment in connection with and during the performance of the Work.

7. This Agreement shall set forth all the agreements, conditions and understanding of the parties concerning the Premises. No subsequent alteration, amendment, change or addition to this Agreement shall be binding upon Grantor or Grantee unless reduced to writing and signed by them. This Agreement shall be subject to the laws of the State of Indiana. The parties hereby acknowledge and agree that delivery of this Agreement may be accomplished by electronic facsimile reproduction or by electronic mail (collectively "FAX"). If FAX delivery is utilized, the original Agreement shall nonetheless be promptly executed and/or delivered by both parties at the request of either although the effectiveness of the execution shall not be conditioned on the same. All Exhibits attached hereto are incorporated herein by this reference. This Agreement may be executed simultaneously in several counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed on the date first appearing above.

GRANTOR:

CITY OF WESTFIELD, HAMILTON COUNTY,
INDIANA, by its Board of Public Works and Safety

By: _____
Andy Cook, Presiding Officer

By: _____
Jack Hart, Member

By: _____
Mark Heirbrandt, Member

ATTEST:

Cindy J. Gossard, Clerk-Treasurer

STATE OF INDIANA)
) SS:
COUNTY OF _____)

Before me, a Notary Public in and for said County and State, personally appeared Andy Cook, Jack Hart, and Mark Heirbrandt, by me known to be the members of the City of Westfield Board of Public Works and Safety, and Cindy J. Gossard, Clerk-Treasurer of the City of Westfield, who having been duly sworn upon his/her oath acknowledged the execution of the foregoing Right of Entry Agreement for and on behalf of the City of Westfield, Indiana

Witness my hand and Notarial Seal this _____ day of _____, 2010

(Signature) _____

(Printed Name) _____

Notary Public residing in _____ County

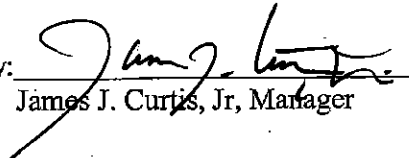
My Commission Expires: _____

GRANTEE:

MAPLE KNOLL INVESTORS, LLC,
a Delaware limited liability company

By: SDG Funding, LLC, its sole member

By: Maple Knoll Partners, LLC, its Manager

By: 
James J. Curtis, Jr, Manager

STATE OF INDIANA)
) SS:
COUNTY OF Marion)

Before me, a Notary Public in and for said County and State, personally appeared James J. Curtis, Jr., the Manager of Maple Knoll Partners, LLC, the Manager of SDG Funding, LLC, the sole Member of Maple Knoll Investors, LLC, a Delaware limited liability company, who having been duly sworn upon his oath acknowledged his execution of the foregoing Right of Entry Agreement in such capacity.

Witness my hand and Notarial Seal this 18th day of October, 2010

(Signature)

(Printed Name)

Notary Public residing in Marion County

My Commission Expires: 9/19/17

Please return recorded instrument to: Joseph M. Scimia, Baker & Daniels LLP, 600 East 96th Street, Suite 600, Indianapolis, IN 46240.

I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law: Joseph M. Scimia

This instrument was prepared by: Joseph M. Scimia, Baker & Daniels LLP, 600 East 96th Street, Suite 600, Indianapolis, IN 46240, (317) 569-4680.

EXHIBIT A

LAND DESCRIPTION

A part of the Northeast Quarter of Section 3, Township 18 North, Range 3 East, Washington Township, Hamilton County, Indiana, more particularly described as follows:

Commencing at the Northeast corner of said Quarter Section, said corner being marked by a Harrison Monument; thence South 00 degrees 14 minutes 46 seconds West along the East line of said Quarter Section distance of 866.60 feet to the centerline of the right-of-way of the Central Indiana Railway; thence North 89 degrees 56 minutes 26 seconds West along said centerline 60.00 feet to the POINT OF BEGINNING of this description; thence South 00 degrees 14 minutes 46 seconds West parallel with the East line of said Quarter Section a distance of 30.00 feet to a point 30.00 feet South of and measured perpendicular to said centerline; thence North 89 degrees 56 minutes 26 seconds West 1295.82 feet to the west line of the Real Estate described in Instrument # 2007-55640 in the Office of the Recorder of Hamilton County, Indiana; thence North 00 degrees 06 minutes 16 seconds East (this and the next course are on the perimeter of said Real Estate) a distance of 30.00 feet to the centerline of the right-of-way of the Central Indiana Railway; thence South 89 degrees 56 minutes 26 seconds East along said centerline 1,295.82 feet to the POINT OF BEGINNING, containing 0.892 acre, more or less.

BINDER

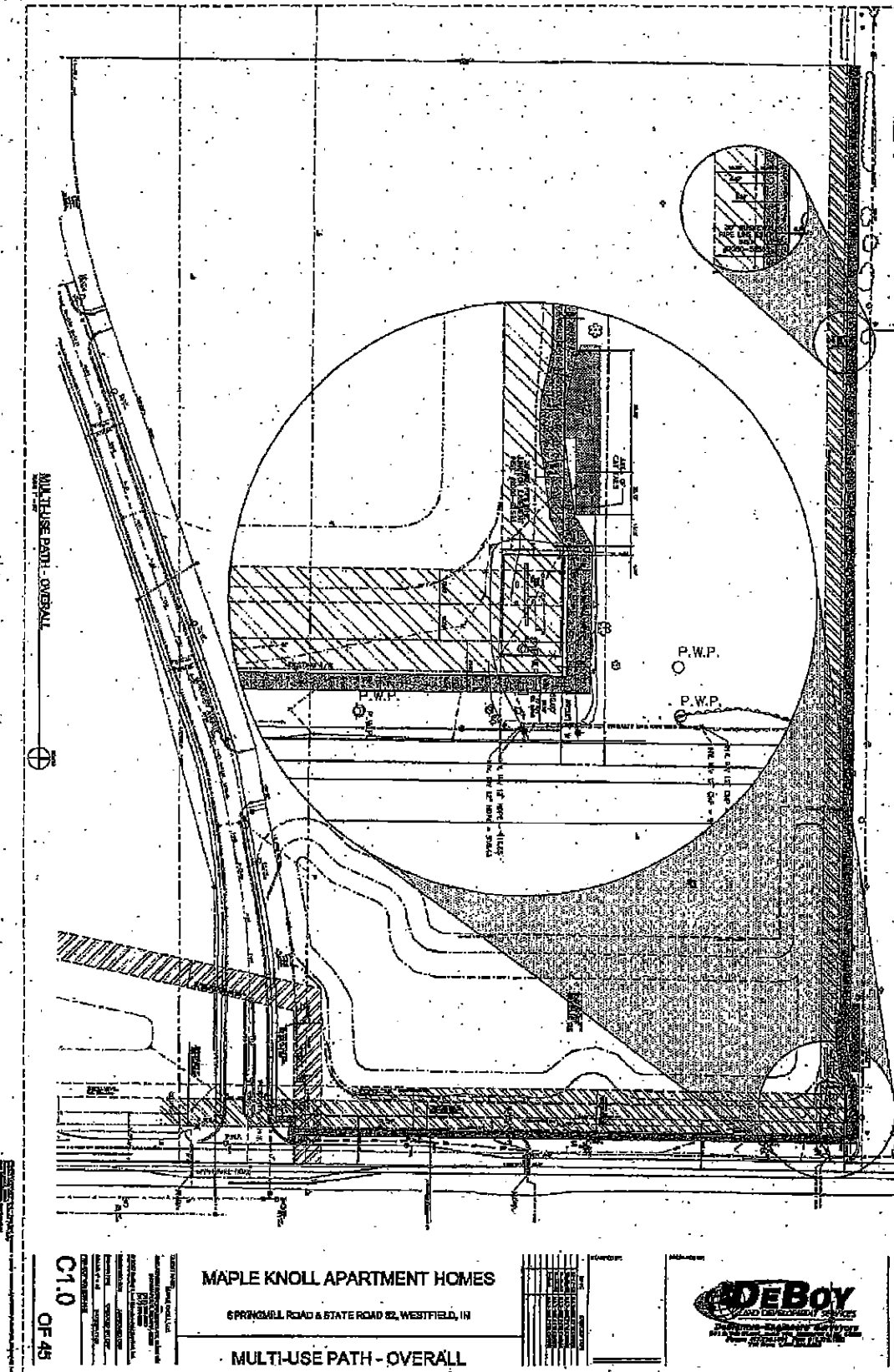


EXHIBIT B

Pipe requirement at two trail locations.

2 -15" Round RCP Class III, IV, or V

Or

2-14"X23" elliptical RCP Class III, IV, or V

For either pipe

1' minimum cover

Proper bedding and backfill with compaction required.

End section required with rip rap or #2 for erosion control

20' minimum length

Proper sloping to tie in end section is required

EXHIBIT C

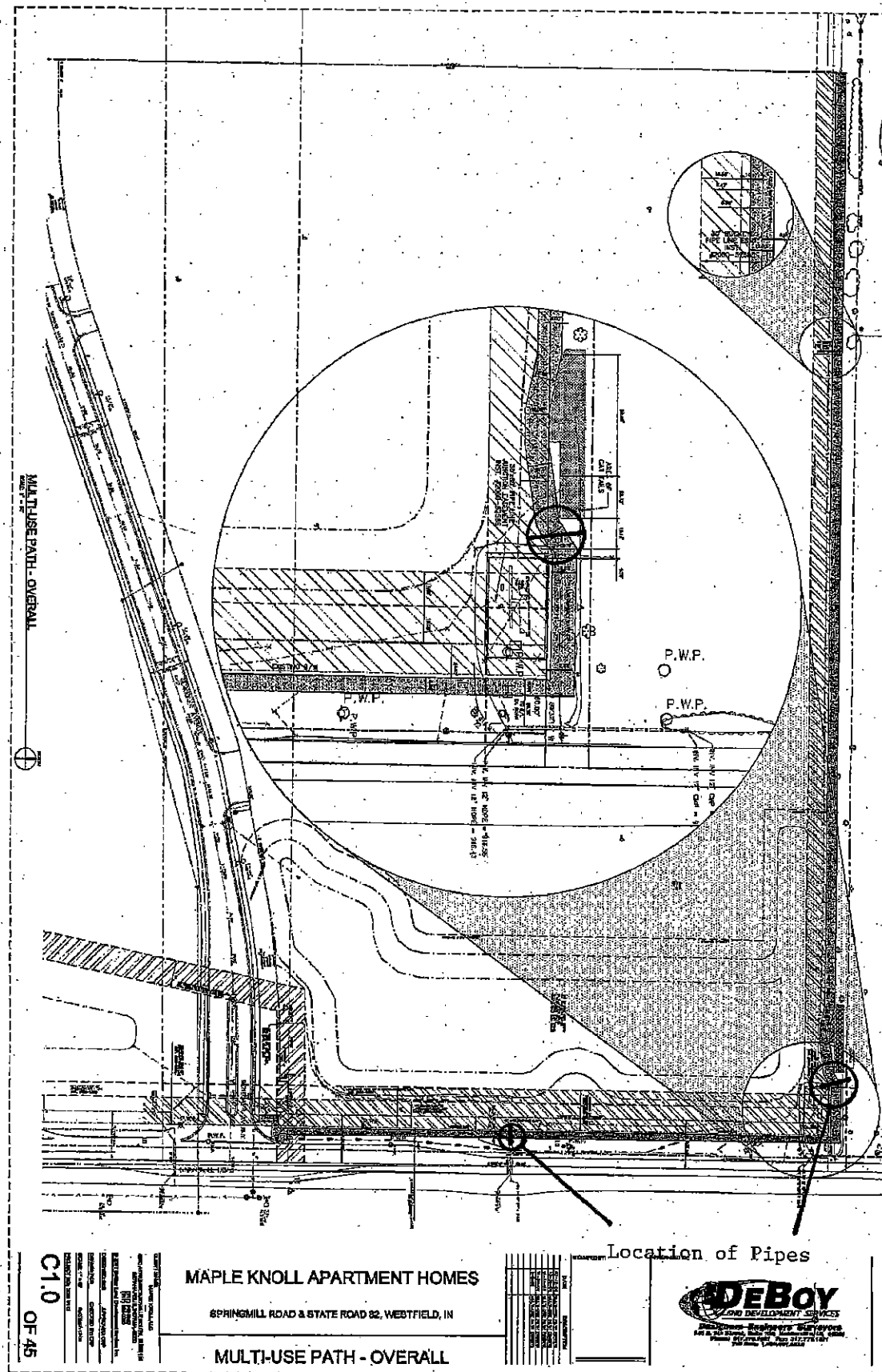


EXHIBIT D

Right of Entry

WHEREAS, the City of Westfield of the State of Indiana is contemplating the installation of the Midland Trail improvements at the southern property line across certain lands of the undersigned in Hamilton County, Indiana.

AND WHEREAS, it is desirable that such construction be commenced as rapidly as possible and negotiations between the City of Westfield and the undersigned have not been completed and will require the completion and execution of all requisite securing documents prior to the City of Westfield possessing such right-of-way.

NOW THEREFORE, be it agreed by and between the undersigned and the City of Westfield that further benefits that may be derived by both parties by an extended period in which to accomplish the necessary processes to negotiate a transaction, that the undersigned does hereby grant a right of entry on and across its lands affected by the above project which are more particularly described in the deed attached hereto as Exhibit "A": hereby incorporated by reference and made a part hereof. Said deed designates the required right-of-way."

That this right of entry shall permit the City of Westfield through its employees, agents and contractors to proceed with the construction and installation of the Midland Trail and do such acts thereon as would be permitted if the right of way had actually been obtained. The City agrees any such work shall be done in a manner to avoid any disruption to Westfield Steel's business or access to its property by its customers. That the undersigned waives no right to make claim for any damages for any acts which are outside the right of way limits and which would normally be the basis for an action for damages.

Restoration: In exercising any of the rights granted herein, the City of Westfield will not unreasonably interfere with the normal use of the premises and will, at its sole cost and expense and with due diligence, restore the Westfield Steel property to its condition immediately prior to the exercise of such rights contained herein.

Indemnity: The City of Westfield hereby agrees to indemnify and hold the undersigned harmless from and against any claims, costs, causes of action, losses, damages, expenses or liabilities (including, without limitation, attorney's fees and expenses) which may be suffered or incurred by Westfield Steel and arising out of, related to, caused by, resulting from or involving the entry onto, or the presence on or activities on the premises by the City of Westfield or any of the City of Westfield's employees, officers or directors, contractors and agents, including, without limitation, any claim for labor or materials or injury or death to persons or damage to property, while exercising its rights hereunder.

Neither party hereto waives any of the rights in the event negotiations fails, and it is necessary that the property be condemned. Upon failure to complete negotiations, this right of entry shall become void.

IN WITNESS THEREOF the undersigned has hereto set his hand and seal this

2nd day of July, 2014.

Signature

Printed

Title

Signature

Printed

Title

EXHIBIT E

EXHIBIT F

Document Cross Reference No. Instrument No. 2007055640

Pipeline Easement Encroachment Agreement

This Pipeline Easement Encroachment Agreement ("Agreement") is made and entered into on this 25TH day of JUNE, 2012, by and between BUCKEYE PIPE LINE COMPANY, L.P., a Delaware limited partnership, having an office at 940 Buckeye Road, Lima, OH 45802-0090, ("Buckeye"), and THE CITY OF WESTFIELD INDIANA, having an office at 2728 E. 171st Street, Westfield, IN 46074 (the "City")

RECITALS

WHEREAS, by instrument dated November 17, 1962, as recorded in Book 177, Page 221, Hamilton County, Indiana records, The Buckeye Pipe Line Company was granted an easement and right of way 33-feet (33') in width to construct, operate, maintain, alter, repair, and remove one line of pipe over and across the lands described therein, with the right of ingress and egress to and from the same; and,

WHEREAS, by instrument dated November 18, 1986, as recorded in Book 4, Page 734, Instrument No. 8629495, the aforesaid 1962 easement grant was assigned to Buckeye; and,

WHEREAS, by instrument dated July 28, 1999, as recorded as Instrument No. 199909948524, as amended September 19, 2000, by Instrument No. 200000052585, Hamilton County, Indiana records, Buckeye was granted rights to locate, construct, operate, maintain, inspect, alter, repair, change size, replace, and remove pipelines and a pipeline junction, with ingress and egress to and from the same; and,

WHEREAS, the City is now or will become the owner of the fee title to all or a portion of the lands described in said easements, including, but not limited to, Parcel Number 08-09-03-00-00-012.411, 24.86 acres (the "Premises") subject to the terms and conditions of said easements and rights of way; and,

WHEREAS, the City proposes to develop all or a portion of the Premises including the former Central Indiana Railway railroad right of way into a multi-use path on, over, and across said easements and rights of way and the pipelines as now located thereon, hereinafter call the "Rights of Way" and "Pipelines," respectively, which said multi-use path, hereinafter "Path," is a violation of the terms and conditions as set forth in said grants providing for the Rights of Way and Pipelines; and,

WHEREAS, Buckeye is willing to permit the City the right to locate, construct, maintain, and remove the Path within the bounds of its Rights of Way as shown and described on a plan sheet of DeBoy Land Development Services, "Maple Knoll Apartment Homes, Springmill Road &

State Road 32, Westfield, IN, Multi-Use Path - Overall" dated July 17, 2008, latest revision January 9, 2009, Page C1.0 of 45, a copy of which is in possession of both parties herein.

NOW, THEREFORE, in consideration of the promises and covenants contained herein, Buckeye and the City agree as follows:

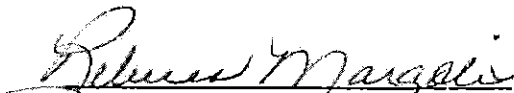
1. The City shall indemnify, defend and hold harmless Buckeye from and against all claims, costs, losses, suits or judgments, including attorneys' fees, for damages, injuries to or death of persons, or damage to or destruction of property, except to the extent caused by Buckeye's intentional conduct, negligence, or willful misconduct, arising from or related to the construction, installation, maintenance, and/or removal of the Path including, but not limited to, any removal required by Buckeye to access its Pipelines or to perform maintenance and/or to fulfill other operations or maintenance needs within its Rights of Way.
2. This consent by Buckeye is not intended as a waiver of rights nor as a release of the City from any obligation, restriction or encumbrance to which Buckeye's interest in the Premises is subject by virtue of any document, including a deed, easement, lease, or plat, or by virtue of any governmental action including a statute, regulation, ordinance, permit, code or the statute of limitations with respect to adverse possession of the encroachment, which shall not begin until after this Agreement is terminated. This Agreement in no way grants consent for future encroachments.
3. The encroachment shall not restrict or impair Buckeye's access to its Pipelines and pipeline junction, weaken the integrity of Buckeye's Pipelines nor otherwise interfere with Buckeye's use of the Rights of Way and pipeline junction.
4. This Agreement shall be binding upon, enforceable by and inure to the benefit of the City, Buckeye, and their respective personal representatives, successors, and assigns.
5. Should Buckeye need to access its Pipelines or pipeline junction for emergency maintenance, improvement, or otherwise, the City shall hold Buckeye harmless from any resulting damage or injury to the City's encroachment, including all costs and expenses, with the exception of any damages or injuries to third parties which result from the sole negligence or willful misconduct of Buckeye.
6. The City understands and agrees that should the actual encroachment fail to conform to the approved proposed encroachment Path, Buckeye has the right to require the City to modify or remove all or a portion of the encroachment at the City's sole expense. The City further agrees to coordinate any work within the Rights

of Way by calling the local Buckeye's Huntington, Indiana Maintenance Office at (260) 356-5802 at least forty-eight (48) hours prior to commencing any work or by contacting Indiana's call-before-you-dig number at 8-1-1.

7. In the event of the necessary removal of said Path by Buckeye due to the operational need to conduct maintenance or repair work on said Pipelines, said restoration of the Path shall be at the expense of the City and shall be subject to this Agreement.
8. The City agrees that any future changes to the Path, including additions, expansions, replacement and/or rebuilding, will not be done without Buckeye's prior written consent, which consent shall not be unreasonably withheld.
9. Buckeye reserves the right to deny any modification or continuation of the Path that will hamper its ability to safely and effectively maintain and operate its Pipelines and pipeline junction, which request for modification or continuation shall not be unreasonably withheld.
10. The City agrees that the proposed Path shall not be located over the Pipelines but at an offset of varying width on the north side of and parallel with the east-west pipeline as more particularly shown on said DeBoy plan sheet of July, 2008, last revision January, 2009, marked Exhibit 'A' attached hereto and made a part hereof.
11. The City hereby grants permission, to the degree it has the authority to grant such permission, for Buckeye to park vehicles or to stage equipment in the vacant area between the east side of the pipeline junction site and proposed north-south path for purposes of pipeline/pipeline junction maintenance work.

The parties hereby indicate their understanding and acknowledgement of the terms and conditions contained herein by executing this Agreement where indicated below.

WITNESS


Rebecca Margolis

BUCKEYE PIPE LINE COMPANY, L.P.

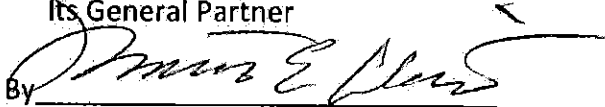
By MainLine L.P.

Its General Partner

By MainLine GP, LLC

Its General Partner

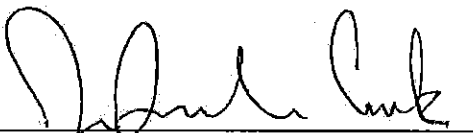
By


Martin E. White, Manager

Right of Way, Permits & One Call

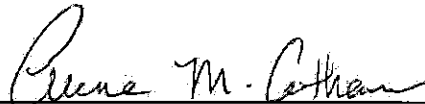
THE CITY OF WESTFIELD


CYNTHIA OLSON

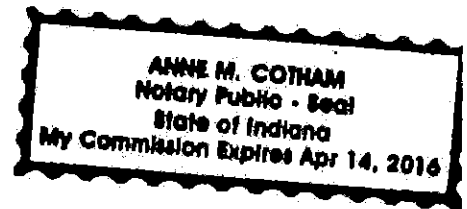
By 
Print: J. Andrew Cook
Title: Mayor

STATE OF INDIANA)
) SS:
COUNTY OF HAMILTON)

On this 2nd day of August, 2012, before me, a notary public in and for said County and State, personally appeared J. Andrew Cook, for The City of Westfield who, having been duly sworn, acknowledged as such officer for and on behalf of The City of Westfield the execution of the foregoing instrument as the free and voluntary act of The City of Westfield and stated that all representations therein contained are true.

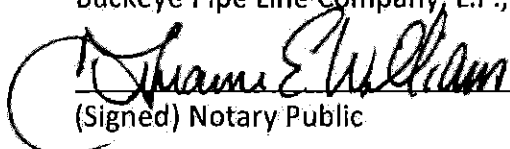
(Sign) 
Notary Public
Printed:

County of Residence: Hamilton
My Commission Expires: April 14, 2016



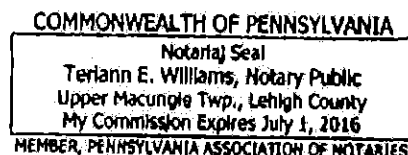
COMMONWEALTH OF PENNSYLVANIA)
) SS:
COUNTY OF LEHIGH)

On the 25th day of JUNE, 2012, the above-named Martin E. White of MainLine GP, LLC, a Delaware limited liability company, personally appeared before me and acknowledged the foregoing instrument to be his free act and deed and the free act and deed of MainLine GP, LLC, acting as the general partner of MainLine L.P., a Delaware limited partnership, with MainLine L.P. acting as the general partner of Buckeye Pipe Line Company, L.P., a Delaware limited partnership.


(Signed) Notary Public

TERIANN E. WILLIAMS
(Printed) Notary Public

My Commission Expires: JULY 1, 2016
My County of Residence is: LEHIGH



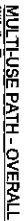
This Instrument Prepared By:
Matthew R. Strzynski, Attorney-at-Law
Krieg DeVault LLP
12800 N. Meridian Street, Suite 300
Carmel, Indiana 46032

CERTIFICATION:

I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law.

Matthew R. Strzynski, Esq.

KD_3564663_3.DOCX



CLIENT NAME: MARY KINELL, LLC
 4000 ATLANTA ROAD, SUITE 100, ATLANTA, GA 30346
 NEWSPAPER: ATLANTA JOURNAL-CONSTITUTION
 CREDIT: 100%
 CREDIT TYPE: CASH
 CREDIT DATES: 1/17/2009 - 1/27/2009
 CREDIT PERIOD: 11 DAY
 CREDIT TYPE: CASH
 CREDIT DATES: 1/17/2009 - 1/27/2009
 CREDIT PERIOD: 11 DAY

Action Item #3: Performance Bond Release

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

- Brookside Sec 3: Monuments and Markers

The Westfield Public Works Development and Construction Division has inspected and approved all infrastructures covered by this performance bond.

The Westfield Public Works Department recommends that the Board of Public Works and Safety approve the release of this Performance Bond.

Action Item #4 – 2012 Collaborative Chemical Bid Contract

The Westfield Public Works Department is recommending that the Board of Public Works and Safety consider the following Chemical Supply Agreement for approval.

Westfield Public Works coordinates the Chemical Supply Agreement with the Town of Orestes, Town of Gaston, and Southern Madison Utilities, Town of Sheridan, and Lebanon Utilities and the Town of Brownsburg joined the bid this year. By combining our quantities, we reduce cost. Westfield Public Works is continually inviting other communities to participate within the agreement.

Quotes were solicited in publication and sent out to six (6) vendors. We received quotes from the following three (3) vendors:

1. Jones Chemical Inc.
2. PVS Nolwood
3. Brenntag
4. Bio Chem – Did Not Bid
5. US SALCO – Did Not Bid
6. Water Solutions Unlimited – Did Not Bid

The following is the bid tabulation spreadsheet:

EXHIBIT A **BID TABULATIONS August 17, 2012**

Location	Address	Municipal Utility	Chemical	Chemical (%)	Estimated Annual Usage (lbs.)	Unit of Measure	Container Type	Total Delivered Price (per lb.)	Total Delivered Price (per lb.)	Total Delivered Price (per lb.)	Total Delivered Price (per lb.)
								PVS Nolwood	Brenntag	J.C.I.	
RRWP	15115 River Road Noblesville, IN 46060	Westfield	Hydrofluorosilicic	23	32,910	wet lbs.	bulk	0.329	0.380	no bid	
RRWP	15115 River Road Noblesville, IN 46060	Westfield	Chlorine	100	13,570	lbs.	1 ton cylinder	no bid	0.2305	0.245	
CTWP	15405 Cherry Tree Road Noblesville, IN 46060	Westfield	Hydrofluorosilicic	23	15,200	wet lbs.	55 gal drums	0.415	0.450	no bid	
CTWP	15405 Cherry Tree Road Noblesville, IN 46060	Westfield	Chlorine	100	7,400	lbs.	150 lb. cylinders	no bid	0.317	0.310	
NWP	17717 US 31 North Westfield, IN 46074	Westfield	Chlorine	100	3,000	lbs.	150 lb. cylinders	no bid	0.317	0.310	
GHPWP	1140 Greyhound Pass Carmel, IN 46032	Westfield	Chlorine	100	5,500	lbs.	150 lb. cylinders	no bid	0.317	0.310	
WWTP	3303 W. 166th Street Westfield, IN 46074	Westfield	Aluminum Sulfate	8	532,800	wet lbs.	bulk*	0.117	0.160	no bid	
WWTP	225 S Mardale Drive, Brownsburg, IN 46112	Brownsburg	Chlorine	100	26,000	lbs.	150lb. Cylinders	no bid	0.317	0.310	
WWTP	225 S Mardale Drive, Brownsburg, IN 46112	Brownsburg	Sodium Bisulfite	38%-40%	6,500	gallons	tote***	.255 ***	0.220	0.2285	
WP #1	200 Lucas Drive, Brownsburg, IN 46112	Brownsburg	Chlorine	100	6,000	lbs.	150 lb. cylinders	no bid	0.317	0.310	
WP #2	5720 E County Rd 700 N., Brownsburg, IN 46112	Brownsburg	Chlorine	100	6,000	lbs.	150 lb. cylinders	no bid	0.317	0.310	
WTP	6940 N. Kent Rd. Thorntown, IN 46071	Lebanon	Chlorine	100	22,784	lbs.	150 lb. cylinders	no bid	0.317	0.310	
WTP	701 W. Chicago St. Lebanon, IN 46052	Lebanon	Chlorine	100	15,815	lbs.	150 lb. cylinders	no bid	0.317	0.310	
WWTP	802 Lafayette Ave. Lebanon, IN 46052	Lebanon	Chlorine	100	11,100	lbs.	150 lb. cylinders	no bid	0.317	0.310	
WWTP	802 Lafayette Ave. Lebanon, IN 46052	Lebanon	SO2	100	2,697	lbs.	150 lb. cylinders	no bid	0.590	0.490	
WTP	5309 South State Road 13 Lapel, IN 46051	Southern Madison	Chlorine	100	1,000	lbs.	150 lb. cylinder	no bid	0.317	0.310	
WTP	5309 South State Road 13 Lapel, IN 46051	Southern Madison	Hydrofluorosilicic	23	11,250	wet lbs.	15 gal drum	0.555	0.550	no bid	
WTP	2400 West State Road 28 Alexandria, IN 46001	Orestes	Chlorine	100	1,000	lbs.	150 lb. cylinder	no bid	0.317	0.310	
WTP/WW	300 W. McKinley, Gaston, IN 47342	Gaston	Chlorine	100	2,000	lbs.	150 lb. cylinder	no bid	0.317	0.310	
WWTP	300 W. McKinley, Gaston, IN 47342	Gaston	Sulfur Dioxide	100	3,150	lbs.	150 lb. cylinder	no bid	0.590	0.490	
WTP	107 N. Sycamore, Gaston, IN 47342	Gaston	Pottasium Permanganate		400	lbs.	50 lb. bucket	3.910	3.530	no bid	
WTP	107 N. Sycamore, Gaston, IN 47342	Gaston	Sodium Fluoride	100	600	lbs.	50 lb. bag	1.11 *	1.480	no bid	
WTP	2451 W 246th Steet, Sheridan, IN 46069	Sheridan	Chlorine	100	3,000	lbs.	150 lb. cylinders	no bid	3.170	0.310	
WTP	2452 W 246th Steet, Sheridan, IN 46069	Sheridan	Sodium Bisulfite	28%	550	lbs.	55 gal drums	0.355	0.24	0.3656	

* Minimum order of 45,000 pounds per purchase order

Following is the Chemical Cost Comparison spreadsheet for the past 5 years:

Estimated Annual Usage (lbs.)	Unit of Measure	Container Type	Total Delivered Price (per lb.)	Total Delivered Price (per lb.)	Total Delivered Price (per lb.)	Total Delivered Price (per lb.)	Total Delivered Price (per lb.)	Total Delivered Price (per lb.)
			2012	2011	2010	2009	2008	2007
32,910	wet lbs.	Bulk Fluoride	.329	0.335	0.435	No Bid	No Bid	No Bid
9,000	lbs.	1 ton Cl cylinder	.2305	0.245	0.21	0.27	0.245	0.245
7,200	lbs.	150 lb Cl. cylinders	.310	0.32	0.29	0.3533	0.366	0.4
216,000	wet lbs.	Bulk Alum Sulfate	DNA *	DNA *	No Bid	No Bid	0.045	0.1243

***Remained with General Chemical at 0.10 per lb.**

The following communities joined Westfield in the Collaborative Chemical Bid document:

1. Town of Brownsburg
2. City of Lebanon
3. South Madison Utilities
4. Town of Orestes
5. Town of Gaston
6. Town of Sheridan

It is the recommendation of the Public Works Department for the Board to propose a motion to approve the Chemical Supply Agreement with the following suppliers, chemical and container type listed below, and authorize the Director of the Public Works Department to execute the assignment document.

Jones Chemical: Chlorine 150lbs Cylinders, SO2 150lbs Cylinders, and Sulfur Dioxide 150lbs Cylinders

PVS Nolwood: Hydrofluorosilicic in Bulk, Hydrofluorosilicic in 55 Gal Drums, and Sodium Fluoride 50lbs Bags

Brenntag: Chlorine 1 Ton Cylinders, Sodium Bisulfite in 6,500lbs Tote, Sodium Bisulfite in 55 Gal Drum, Hydrofluorosilicic in 15 Gal Drum, and Potassium Permanganate in 50lbs Buckets

IN WITNESS WHEREOF, Users and Supplier have signed this Agreement in duplicate. One counterpart each has been delivered to each User and Supplier.

City of Westfield

By: _____

Title: _____

Date: _____

Attest: _____

Town of Orestes

By: _____

Title: _____

Date: _____

Attest: _____

Town of Gaston

By: _____

Title: _____

Date: _____

Attest: _____

Town of Lebanon

By: _____

Title: _____

Date: _____

Attest: _____

Town of Sheridan

By: _____

Title: _____

Date: _____

Attest: _____

Town of Brownsburg

By: _____

Title: _____

Date: _____

Attest: _____

Southern Madison Utilities

By: _____

Title: _____

Date: _____

Attest: _____

By: _____

Title: _____

Date: _____

Attest: _____

Action Item #2 – Grand Park - Phase II

The Westfield Public Works Department is requesting that the Board of Public Works and Safety consider the following bids for the Grand Park Phase II.

The City of Westfield Public Works Department broke the Grand Park Phase II project into three (3) packages. (1) Sitework, pedestrian tunnel, and General Construction (2) Field Drainage & Irrigation (3) Electrical and telecommunication conduits. Below are the results of Grand Park – Phase II bid which was publicly opened on August 16, 2012.

	BID PACKAGE # 1						
	Sitework and General Construction						
	Bidder's Name	MacDougall Pierce Construction	Reith-Riley	Crider & Crider, Inc.	JBM Contractors	Verkler, Inc.	Myers Construction
	Receipt of Addenda (1,2, 3)	Y	Y	Y	Y	Y	Y
	Can Meet Schedule	Y	N	Y	Y	Y	Y
	Properly Signed	Y	Y	Y	Y	Y	Y
	Financial Statement Included	Y	N	Y	Y	Y	Y
	Non-Collusion Affidavit Included	Y	Y	Y	Y	Y	Y
	Bid Bond included	Y	Y	Y	Y	Y	Y
	BASE BID	\$ 1,203,000.00	\$ 1,439,000.00	\$ 887,000.00	\$ 887,500.00	\$ 1,134,000.00	\$ 934,500.00
ALTERNATES	Alternate #2 Stone, south parking lot	\$ 33,594.00	\$ 48,000.00	\$ 33,000.00	\$ 31,200.00	\$ 50,500.00	\$ 46,400.00
	Alternate #3 Stone, southeast lot	\$ 51,380.00	\$ 79,600.00	\$ 49,000.00	\$ 44,200.00	\$ 61,000.00	\$ 68,120.00
	Alternate #4 Pedestrial Bridge	\$ 119,697.00	\$ 136,700.00	\$ 113,000.00	\$ 102,000.00	\$ 123,000.00	\$ 105,200.00

City of Westfield					
Grand Park Phase II					
BID PACKAGE # 2					
Field Drainage - Irrigation					
	Bidder's Name	McAnany Construction	Mid-America Golf & Landscape	MacDougall Pierce Construction	Motz Group
	Receipt of Addenda (1,2, 3)	Y	Y	Y	Y
	Can Meet Schedule	Y	N	Y	Y
	Properly Signed	Y	Y	Y	Y
	Financial Statement Included	Y	Y	Y	Y
	Non-Collusion Affidavit Included	Y	Y	Y	Y
	Bid Bond included	Y	Y	Y	Y
	BASE BID	\$ 3,700,000.00	\$ 3,371,145.00	\$ 4,144,000.00	\$ 5,122,724.00
ALTERNATES	Alternate #1A Bluegrass Seed (8 fields)	\$ 61,350.00	\$ 108,790.00	\$ 39,636.00	\$ 101,200.00
	Alternate #1B Bermuda Grass Seed (8 fields)	\$ 58,685.00	\$ 157,130.00	\$ 70,000.00	\$ 164,000.00
	Alternate #1C Bluegrass Sod (8 fields)	\$ 295,000.00	\$ 366,950.00	\$ 320,000.00	\$ 345,000.00
	Alternate #1D Bermuda Grass Sod (8 fields)	\$ 222,750.00	\$ 531,530.00	\$ 346,000.00	\$ 527,000.00
	Alternate #1E Bermuda Grass Sprigging (8 fields)	\$ 68,250.00	\$ 151,450.00	\$ 43,416.00	\$ 79,000.00
	Alt. #1B (13 fields)	\$ 95,363.13	\$ 255,336.25	\$ 113,750.00	\$ 266,500.00
	Alt. #1C (11 fields)	\$ 405,625.00	\$ 504,556.25	\$ 440,000.00	\$ 474,375.00
	Grand Total	\$ 4,200,988.13	\$ 4,131,037.50	\$ 4,697,750.00	\$ 5,863,599.00

City of Westfield				
Grand Park Phase II				
BID PACKAGE # 3				
Electrical				
	Bidder's Name	Huston Electric	Gaylor	Ermco, Inc.
	Receipt of Addenda (1,2, 3)	yes	y	y
	Can Meet Schedule	yes	y	y
	Properly Signed	yes	y	y
	Financial Statement Included	yes	y	y
	Non-Collusion Affidavit Included	yes	n	y
	Bid Bond included	yes	y	y
	BASE BID	\$ 588,600.00	\$ 1,297,000.00	\$ 1,033,000.00

The recommended low bidder is bolded & highlighted in yellow. For Bid Package #1, it was decided to not take any of the alternates. For Bid Package #2, it was decided to have 13 fields of bermuda seed and 11 fields of bluegrass sod. Each alternative represents eight (8) fields. It was prorated to determine the final bid cost. Bid Package #3 did not have any alternates. The total cost for these packages is \$5,606,637.50.

Therefore, the Westfield Public Works Department recommends that the Board of Public Works and Safety consider authorizing the Director of the Public Works Department to enter into three (3) individual contracts for the Grand Park – Phase II project packages listed above once funding has been finalized & secured.