



CITY OF WESTFIELD, IN
Board of Public Works_ Meeting_Agenda_07_27_2016

Wednesday, July 27, 2016 at 01:00 PM

BOARD OR COMMISSION: Board of Public Works and Safety

MEETING DATE: Wednesday, July 27, 2016 at 01:00 PM

MEETING PLACE: Westfield Public Works- Large Conference Room

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

AGENDA ITEMS

Meeting Minutes Consideration for Approval

Action Item #1:

Documents: [BPWS Meeting Minutes - July 7](#) | [BPWS Meeting Minutes - June 22](#)

Bid Approval

Construction Standards & Specifications Changes

Change Orders

Contracts/Leases

Action Item #2:

Globe Asphalt Paving Contract - Trail Connections 2016 Project

Documents: [Globe Asphalt Paving Contract](#)

Agreements and/or Memorandum of Understanding (MOU)

Action Item #3:

Quit Claim - Midland Trace Trail

Documents: [Quit Claim - Midland Trace Trail](#)

Action Item #4:

Stormwater Credit Application - St. Marie Goretti Parish

Documents: [St. Maria Goretti Credit App](#)

Consent Agenda

July Bond Information

Documents: [July Bond Information](#)

Department Reports

Fire

Documents: [WFD June Report](#)

Police

Documents: [WPD June Report](#)

Public Works

Documents: [Public Works June Report](#)

THE WESTFIELD BOARD OF PUBLIC WORKS AND SAFETY July 7, 2016

The Westfield Board of Public Works and Safety met on July 7, 2016 at the Westfield Public Works Conference Room. Present were, Randy Graham, Kate Snedeker, Records Manager, Kim Strang, and Brian Zaiger, City Attorney.

Randy Graham called the meeting to order at 2:02 P.M.

Randy Graham made the motion to suspend the meeting to 5:15 PM. Kate Snedeker seconded. Vote: Yes-2; No-0. Meeting adjourned at 2:03 PM

Randy Graham reconvened the meeting at 5:15 PM

AGENDA ITEMS:

Bid Approval: Restaurant Operator-Grand Parks Event Center

Brian Zaiger announced that 1 bid was received from Byrd Enterprises. Bid is to be referred to staff to review, with recommendation to give Todd Burtron signing authority if the bid is responsive and in the best interests of the City.

Kate Snedeker made the motion to approve signing authority to Todd Burtron if it is determined by him and staff that the bid is responsive and in the best interests of the City. Randy Graham seconded. Vote: Yes-2; No-0. Motion carries.

Kate Snedeker made the motion to adjourn. Randy Graham seconded. Meeting adjourned 5:20 PM

Deputy Clerk-Treasurer

Board of Public Works and Safety

THE WESTFIELD BOARD OF PUBLIC WORKS AND SAFETY June 22, 2016

The Westfield Board of Public Works and Safety met on June 22, 2016 at the Westfield Public Works Conference Room. Present were, Mayor Cook, Randy Graham, Kate Snedeker, Records Manager, Kim Strang, and Brian Zaiger, legal counsel.

Randy Graham called the meeting to order at 1:14 P.M.

AGENDA ITEMS:

Action Item #1: Meeting Minutes Consideration for Approval:

Kate Snedeker made the motion to approve the May 25, 2016 meeting minutes as presented and this was seconded by Randy Graham. Vote: Yes-3; No-0. Motion carried.

CONSTRUCTION STANDARDS & SPECIFICATIONS CHANGES:

Action Item #2: Smith Projects-Notice of Violation/Smith Projects Letter of Appeal

No one present to represent Smith Projects. Discussion was that they were given notice and did not appear to discuss the matter.

Kate Snedeker made the motion to dismiss the appeal for failure to appear. Mayor Cook seconded. Vote: Yes-3; No-0. Motion carried.

CONTRACTS/LEASES:

Action Item #3: Signing Authority for Westfield Boulevard Connector (Scope of Services, Westfield Boulevard Connector-MH Justification)

Jeremy Lollar presented asking for signing authority for the Westfield Boulevard Connector Project, not to exceed \$579,509 or 11% of the construction estimate.

Mayor Cook approved request, giving Jeremy Lollar signing authority. Kate Snedeker seconded. Vote: Yes-3; No-0. Motion carried.

Action Item #4: Signing Authority for 2016 Resurfacing Project

Jeremy Lollar presented requesting signing authority for the 2016 resurfacing project with the Engineer's estimate as \$2,427,613.09.

Mayor Cook made the motion to approve request, giving Jeremy Lollar signing authority. Kate Snedeker seconded. Vote: Yes-3; No-0. Motion carried.

Action Item # 5: BPW Target Agreement

Phil Sundling presented stating the City desires and is authorized to acquire or condemn 0.054 acres of Target Real Estate in fee and 0.476 acres of the Target Real Estate for temporary right-of-way purposes as part of project to extend Union Rd to 151st Street.

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

Action Item #6: Monon Trail Phase 6 & 7 Supplemental Agreement

Phil Sundling presented stating DLZ has determined additional work is required for realignment/re-scoping of the approved preliminary trail design. (addition of bike lanes, and additional lighting design.)

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

Action Item #7: Road Impact Fee Agreement-Lakes of Westfield & Sheffield Park

Jeremy Lollar presented going over the details of the agreement.

Mayor Cook made the motion to approve the agreement. Randy Graham seconded.
Vote: Yes-3; No-0. Motion carried.

Action Item #8: Greyhound Pass Modernization-Engineering Services

Jeremy Lollar presented going over the details of the design agreement with A & F Engineering for Greyhound Pass. Agreement of the project design will not exceed \$66,750.00.

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

CONSENT AGENDA

Bond Information

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

DEPARTMENT REPORTS

- **Fire** – Joe
- **Police**- Joel Rush
- **Public Works**- Jeremy Lollar

With no further business Mayor Cook made the motion to adjourn. Kate Snedeker seconded. The meeting was adjourned at 1:45 P.M.

Deputy Clerk-Treasurer

Board of Public Works and Safety



**City of Westfield Fire Department
Board of Public Works & Safety Report
June 1st – June 30th, 2016**

**Contact: Fire Chief
Joe Lyons
or Nikki Hartman
804-3304**

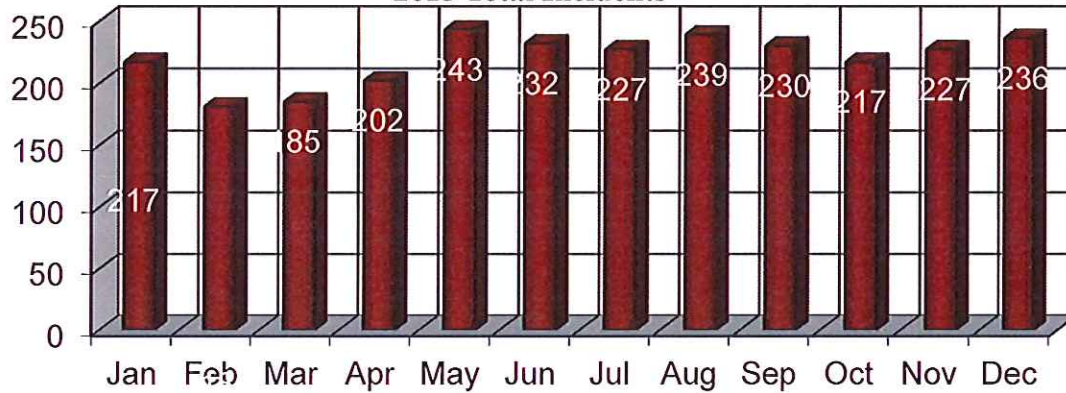


Westfield Fire Department 2015 Incident Statistics By Fire / Medical Groups

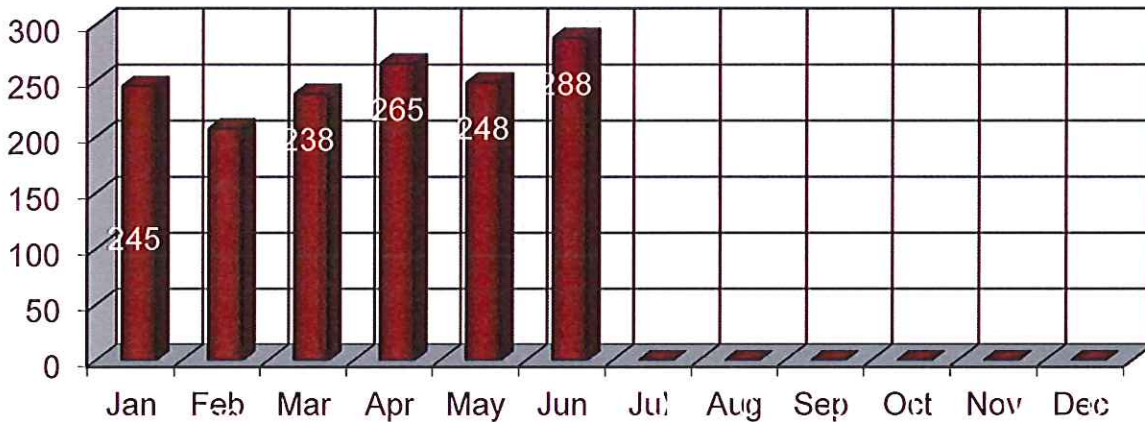


	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec		
Total WFD Fire Incidents	84	83	91	115	94	129							596	40.0%
Total WFD Medical Incidents	161	124	147	150	154	159							895	60.0%
Total WWFD Incidents	245	207	238	265	248	288	0	0	0	0	0	0	1491	100%

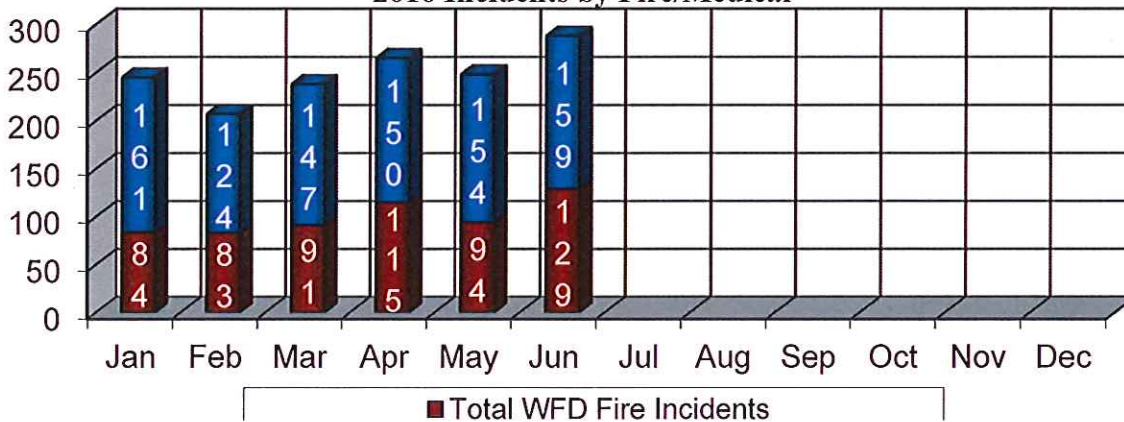
Westfield Fire Department
2015 Total Incidents



Westfield Fire Department
2016 Total Incidents



Westfield Fire Department
2016 Incidents by Fire/Medical



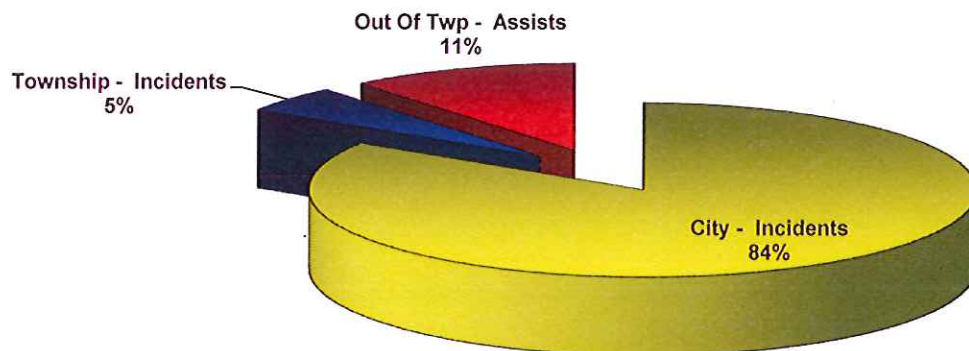


Westfield Fire Department 2016 Fire/Medical Incidents By Governmental Area



2015 Incidents	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Totals	%
City - Incidents	204	177	212	216	213	229							1251	83.9%
Township - Incidents	7	7	5	14	12	29							74	5.0%
Out Of Twp - Assists	34	23	22	33	23	30							165	11.1%

Westfield Fire Department 2016 Incidents by Governmental Areas



■ City - Incidents
 ■ Township - Incidents
 ■ Out Of Twp - Assists



Westfield Fire Department 2016 Total Apparatus Responses By Unit & Station

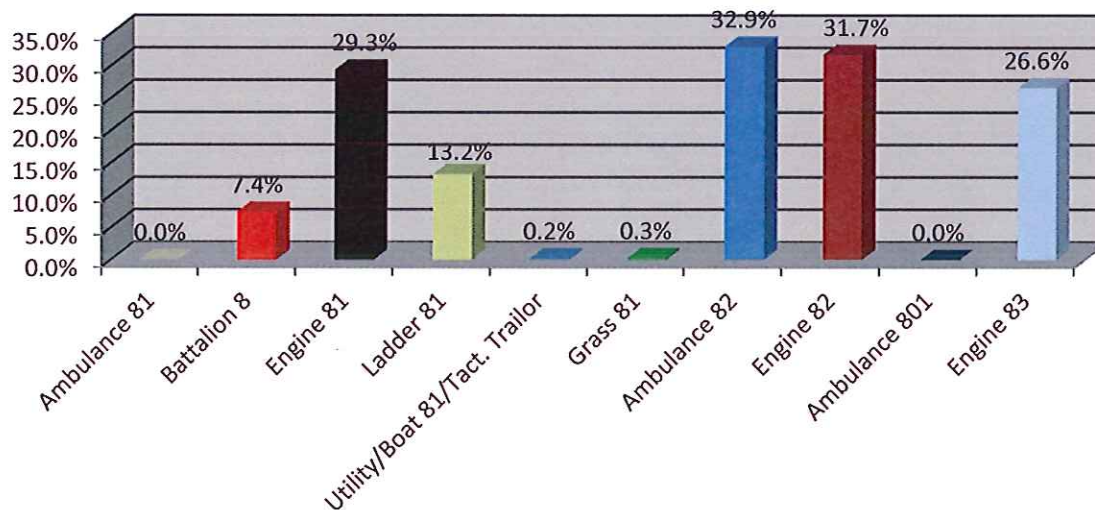


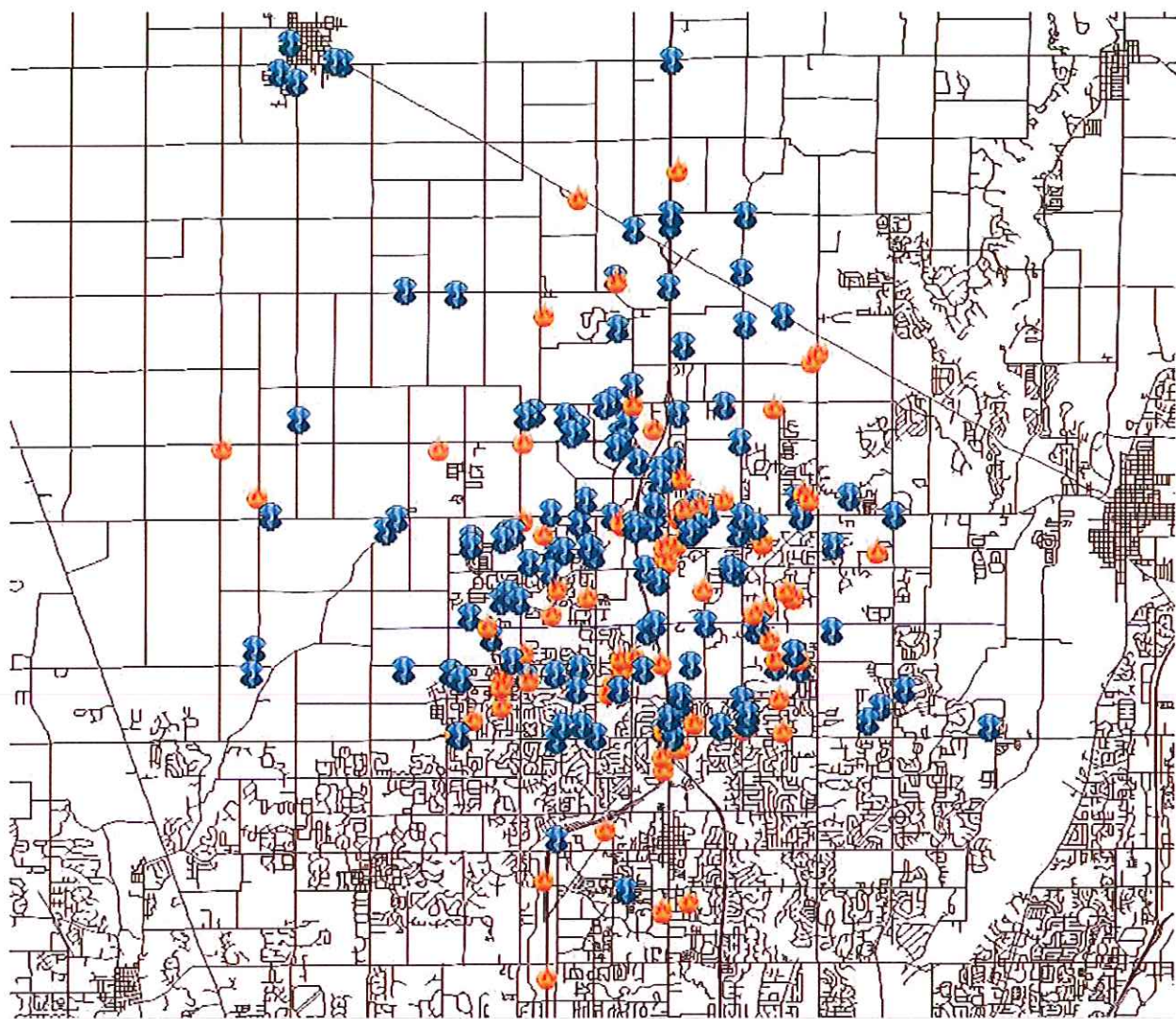
<u>Station 81 Responses</u>	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Totals	%
Ambulance 81	87	59	80	90	95	109							520	0.0%
Battalion 8	15	25	14	13	16	27							110	7.4%
Engine 81	63	58	55	80	85	96							437	29.3%
Ladder 81	20	33	32	36	36	40							197	13.2%
Utility/Boat 81/Tact. Trailer	0	-	-	1	1	1							3	0.2%
Grass 81	0	1	-	1	1	1							4	0.3%
EMS 80	0	-	-	-	-	-							0	0.0%

<u>Station 82 Responses</u>	Jan	Feb	March	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Totals	%
Ambulance 82	82	84	91	75	76	83							491	32.9%
Engine 82	73	76	81	81	75	86							472	31.7%
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	61	57	60	74	60	84							396	26.6%

Westfield Fire Department 2016 Total Apparatus Responses





Westfield Fire Department

Kristen Custom Report

Alarm Date Between {06/01/2016} And {06/30/2016}

Incident Type	Count	Pct of Incidents	Total Est Loss	Pct of Losses
1 Fire				
112 Fires in structure other than in a building	1	0.34%	\$0	0.00%
121 Fire in mobile home used as fixed residence	1	0.34%	\$20,000	99.00%
131 Passenger vehicle fire	1	0.34%	\$0	0.00%
140 Natural vegetation fire, Other	2	0.69%	\$0	0.00%
142 Brush or brush-and-grass mixture fire	1	0.34%	\$0	0.00%
143 Grass fire	1	0.34%	\$0	0.00%
150 Outside rubbish fire, Other	1	0.34%	\$0	0.00%
151 Outside rubbish, trash or waste fire	1	0.34%	\$0	0.00%
162 Outside equipment fire	1	0.34%	\$200	0.99%
	10	3.47%	\$20,200	100.00%
2 Overpressure Rupture, Explosion, Overheat(no fire)				
251 Excessive heat, scorch burns with no	1	0.34%	\$0	0.00%
	1	0.34%	\$0	0.00%
3 Rescue & Emergency Medical Service Incident				
300 Rescue, EMS incident, other	1	0.34%	\$0	0.00%
311 Medical assist, assist EMS crew	1	0.34%	\$0	0.00%
320 Emergency medical service, other	13	4.51%	\$0	0.00%
321 EMS call, excluding vehicle accident with	139	48.26%	\$0	0.00%
322 Motor vehicle accident with injuries	9	3.12%	\$0	0.00%
324 Motor Vehicle Accident with no injuries	5	1.73%	\$0	0.00%
352 Extrication of victim(s) from vehicle	1	0.34%	\$0	0.00%
	169	58.68%	\$0	0.00%
1 Hazardous Condition (No Fire)				
111 Gasoline or other flammable liquid spill	1	0.34%	\$0	0.00%
112 Gas leak (natural gas or LPG)	3	1.04%	\$0	0.00%
142 Overheated motor	1	0.34%	\$0	0.00%
144 Power line down	2	0.69%	\$0	0.00%
	7	2.43%	\$0	0.00%
Service Call				
11 Lock-out	1	0.34%	\$0	0.00%
20 Water problem, Other	1	0.34%	\$0	0.00%
31 Smoke or odor removal	3	1.04%	\$0	0.00%
50 Public service assistance, Other	3	1.04%	\$0	0.00%
51 Assist police or other governmental agency	19	6.59%	\$0	0.00%

Westfield Fire Department

Kristen Custom Report

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143 Grass fire	1	0.34%	\$0	0.00%
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151 Outside rubbish, trash or waste fire	1	0.34%	\$0	0.00%
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442 Overheated motor	1	0.34%	\$0	0.00%
444 Power line down	2	0.69%	\$0	0.00%
	7	2.43%	\$0	0.00%
5 Service Call				
511 Lock-out	1	0.34%	\$0	0.00%
520 Water problem, Other	1	0.34%	\$0	0.00%
531 Smoke or odor removal	3	1.04%	\$0	0.00%
550 Public service assistance, Other	3	1.04%	\$0	0.00%
551 Assist police or other governmental agency	19	6.59%	\$0	0.00%

Westfield Police Department

Monthly Performance Measures Report



Board of Public Works & Safety

June 2016

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WESTFIELD POLICE DEPARTMENT

June 2016

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

Abduction/ Kidnapping	0
Abuse/ Abandonment/Neglect	0
Admin- K-9 Detail	0
Admin- Log Information	0
Admin-Public Relations	4
Admin- Special Detail	0
Admin- Test Calls	0
Admin- Tow Release	2
Admin- Warning Correction	0
Alarm- Bank	0
Alarm- Business	49
Alarm- Residence	91
Animal- Complaints	36
Assault- Battery	3
Assault- Sexual	2
Assist- Fire Incident	4
Assist- Medical Incident	18
Assist- Other Agencies	44
Bomb Found/ Suspicious Pkg	0
Burglary/ Home Invasion	9
Damage/ Vandalism/ Mischief	10
Deceased- All Others	0
Disturbance	33
Drugs- Complaint	5
Fight	0
Fireworks Complaint	8
Fraud- Criminal Deception	0
Fraud- Forgery	18
Fraud- Prescription	0
Harassment/ Stalking/ Threat	35
Indecency / Lewdness	2
Intoxicated- Possible DUI	7
Loud Party	0
Mental/ Emotional	21
Miscellaneous	10
Noise Complaint	17
Nuisance	1
Person - Missing	4

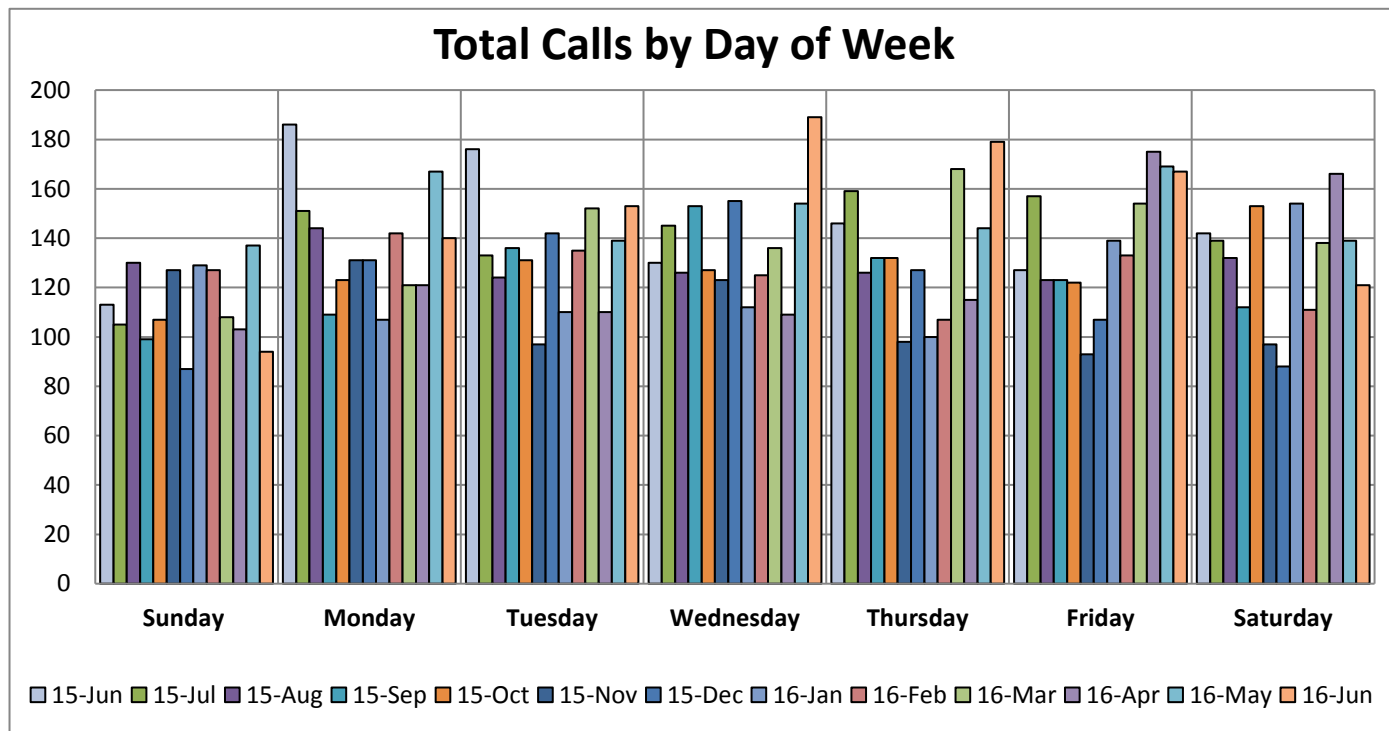
Person- Runaway	1
Robbery-Carjacking	1
Service Call- 9-1-1 Hang Up	15
Service Call- Damage to Property	10
Service Call- Found Property	12
Service Call- Keep the Peace	33
Service Call- Lost Property	9
Service Call- Notification	2
Service Call- Security Check	6
Service Call- Vehicle Lockout	65
Service Call- Vin Check	25
Service Call- Welfare Check	42
Suicidal- Attempted	0
Suicidal- Persons Threatening	2
Supplemental- Case Follow Up	57
Suspicious- Noises	5
Suspicious- Open Door/ Window	3
Suspicious- Person/Prowler	41
Suspicious- Solicitor	11
Suspicious- Vehicle	29
Theft- From a Vehicle	5
Theft- Of a Vehicle	2
Theft- Others	35
Theft- Shoplifting	5
Trespassing/ Unwanted Person	7
Trfc Complaint - Abandoned Veh	3
Trfc Complaint- Driving Issues	55
Trfc Complaint- Parking Issues	15
Trfc Hazard- Debris in Road	11
Trfc Hazard- Disabled Vehicle	18
Trfc Hazard- Trfc Signal Out	4
Trnsprtn Acdnt- MV Hit & Run	7
Trnsprtn Acdnt- MV Prop Damg	49
Trnsprtn Acdnt- MV Prsnl Inj	7
Verbal Argument	3
Warrant Service	8
Weapons- Person Carrying	0
Weapons- Shots Fired	2

WESTFIELD POLICE DEPARTMENT

June 2016

Total # of Calls by Day of Week (non-self initiated)

DAY	15-Jun	15-Jul	15-Aug	15-Sep	15-Oct	15-Nov	15-Dec	16-Jan	16-Feb	16-Mar	16-Apr	16-May	16-Jun
Sunday	113	105	130	99	107	127	87	129	127	108	103	137	94
Monday	186	151	144	109	123	131	131	107	142	121	121	167	140
Tuesday	176	133	124	136	131	97	142	110	135	152	110	139	153
Wednesday	130	145	126	153	127	123	155	112	125	136	109	154	189
Thursday	146	159	126	132	132	98	127	100	107	168	115	144	179
Friday	127	157	123	123	122	93	107	139	133	154	175	169	167
Saturday	142	139	132	112	153	97	88	154	111	138	166	139	121
TOTAL	1020	989	905	864	895	766	837	851	880	977	899	1049	1043



WESTFIELD POLICE DEPARTMENT

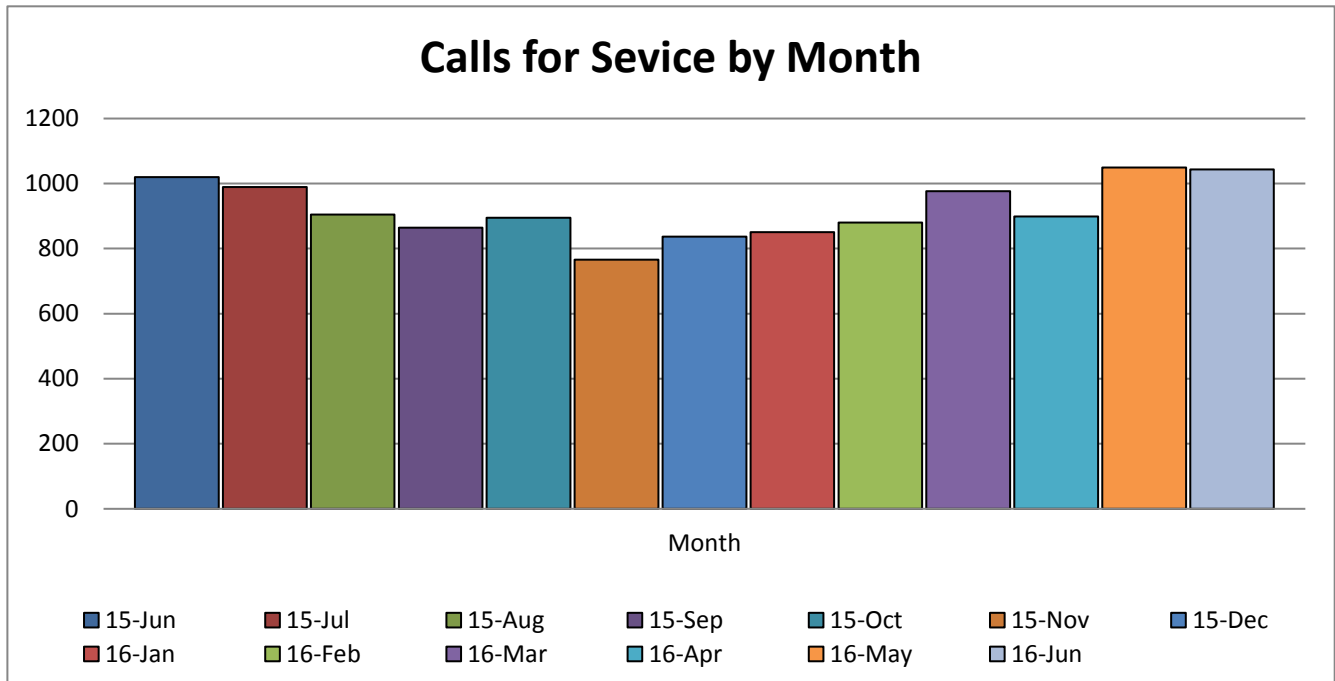
June 2016

Total # of Calls by Hour of Day (non-self initiated)

HOURL	15-Jun	15-Jul	15-Aug	15-Sep	15-Oct	15-Nov	15-Dec	16-Jan	16-Feb	16-Mar	16-Apr	16-May	16-Jun
0	20	22	29	19	19	30	25	22	20	26	19	12	26
1	20	21	19	16	14	10	17	14	10	11	11	10	16
2	17	14	13	9	12	9	12	17	9	12	7	12	12
3	15	8	13	6	10	9	15	15	10	10	8	9	15
4	14	10	9	7	12	13	12	10	9	10	9	12	8
5	16	10	10	6	8	6	13	13	8	8	12	9	13
6	9	15	14	15	16	8	18	19	15	13	5	13	17
7	24	11	30	25	28	25	28	30	20	31	34	24	29
8	35	29	36	37	33	25	32	44	39	46	38	40	33
9	50	27	51	41	41	31	41	43	34	47	49	44	47
10	54	48	43	53	40	35	49	50	49	45	49	66	59
11	55	56	57	62	48	41	49	49	49	59	45	69	68
12	58	71	52	52	53	48	57	33	46	46	42	64	70
13	63	80	54	57	51	56	37	48	52	62	64	65	82
14	48	57	43	51	65	44	48	58	69	57	47	70	64
15	60	52	57	71	66	62	56	68	71	69	72	63	63
16	69	64	56	56	69	43	56	51	60	60	56	73	55
17	66	64	62	48	56	50	53	47	69	85	72	73	60
18	69	69	60	60	56	60	48	54	60	81	54	68	61
19	50	61	53	39	52	41	50	38	51	49	47	58	60
20	77	47	37	37	44	29	32	38	39	48	52	48	45
21	62	64	47	44	32	38	38	32	32	36	41	57	52
22	39	53	37	27	40	23	33	29	34	40	37	38	52
23	30	36	23	26	30	30	18	29	25	26	29	52	36
TOTAL	1020	989	905	864	895	766	837	851	880	977	899	1049	1043

WESTFIELD POLICE DEPARTMENT

June 2016



WESTFIELD POLICE DEPARTMENT

June 2016

UCR OFFENSES

OFFENSE	15-Jun	15-Jul	15-Aug	15-Sep	15-Oct	15-Nov	15-Dec	16-Jan	16-Feb	16-Mar	16-Apr	16-May	16-Jun
Arson	0	0	1	0	0	0	0	0	0	0	0	0	0
Homicide	0	0	0	0	0	0	0	0	0	0	0	0	0
Rape	1	0	0	0	0	0	0	0	0	0	0	1	0
Robbery	0	0	1	0	0	0	0	0	0	0	0	0	0
Battery - Aggravated	1	3	2	6	0	1	5	1	4	3	0	2	0
Battery - Simple	11	11	20	13	14	14	19	14	10	15	11	11	11
Burglary	1	2	5	3	3	3	2	4	2	1	1	2	2
Theft	31	39	24	42	24	25	29	27	19	30	32	44	37
Motor Vehicle Theft	2	1	2	1	2	2	1	2	0	0	2	1	2
TOTAL	47	56	55	65	43	45	56	48	35	49	46	61	52

WESTFIELD POLICE DEPARTMENT

June 2016

NON UCR OFFENSES (PART II)

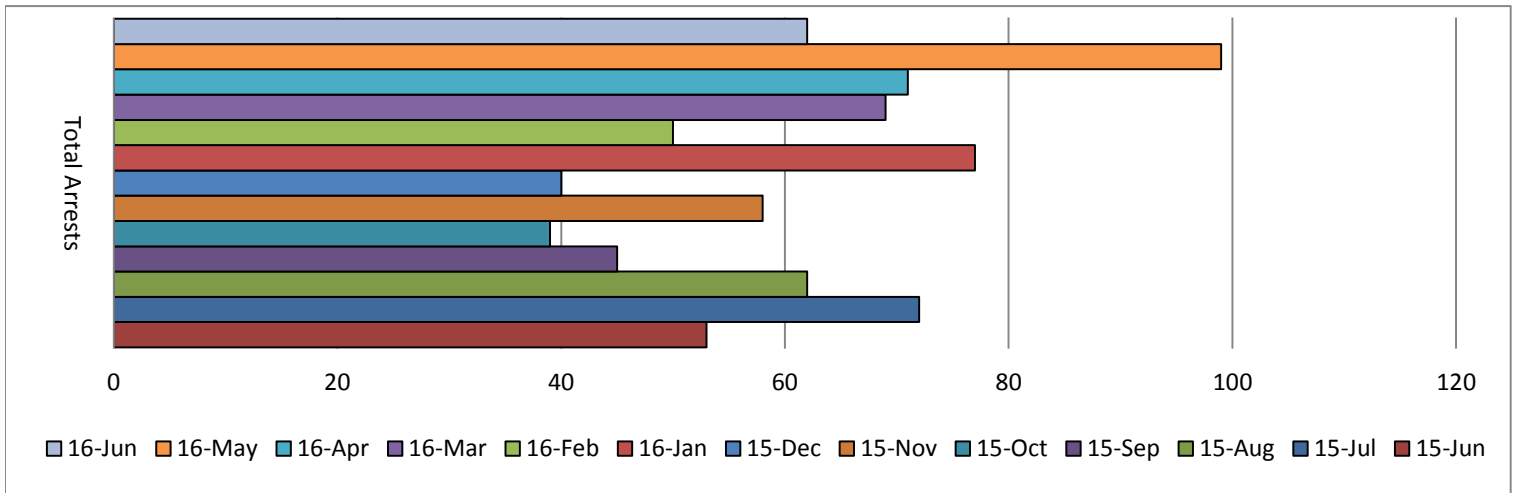
ANIMALS/ INCLUDING DOG BITES	3
ASSIST OTHER AGENCY	4
CHILD ABUSE / NEGLECT REPORTED	9
CHILD CUSTODY DISPUTE	1
CIVIL DISPUTE	5
CRIMINAL MISCHIEF/VANDALISM	11
DAMAGED PROPERTY	4
DEATHS OTHER THAN HOMICIDE/SUICIDE	1
DISTURBANCE/ARGUMENTS/FIGHTS	15
DOORS / WINDOWS UNLOCKED OR OPEN	0
DRIVING WHILE SUSPENDED	12
DRUG ABUSE VIOLATIONS	0
FIRES / UNDETERMINED	0
FRAUD	12
HARASSMENT	0
IDENTITY THEFT	0
JUVENILE COMPLAINT	2

LEAVING THE SCENE	12
LIQUOR LAW VIOLATIONS	0
MISSING PERSON / LOST	1
NON-MOVING TRAFFIC VIOLATIONS	0
OPERATING WHILE INTOXICATED	9
PROPERTY FOUND	8
PROPERTY LOST	5
RECKLESS DRIVING	1
RUNAWAY	0
SUICIDE/ATTEMPTS/THREATS OF	4
SUSPICIOUS INCIDENT/PERSON	0
THREATS/INTIMIDATION	0
TRAFFIC VIOLATIONS	12
TRESPASSING	0
WARRANT ARREST	0
WEAPON VIOLATION	1
WELFARE CHECK	10

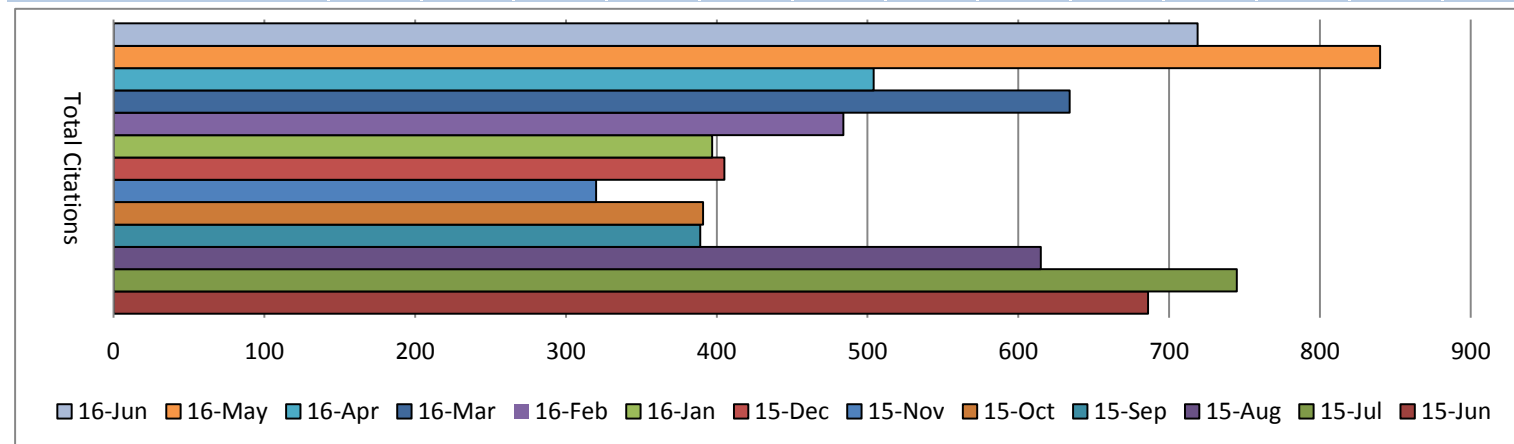
WESTFIELD POLICE DEPARTMENT

June 2016

Arrest Reports Taken	15-Jun	15-Jul	15-Aug	15-Sep	15-Oct	15-Nov	15-Dec	16-Jan	16-Feb	16-Mar	16-Apr	16-May	16-Jun
Alcohol/ Drug Related	24	36	24	20	21	18	13	36	21	22	29	50	23
Felony Charges	11	17	12	11	5	8	7	15	14	23	8	27	17
Misdemeanor Charges	73	96	66	50	53	65	52	73	66	81	102	131	86
Traffic Arrest Charges	46	49	37	39	20	33	33	39	40	40	54	56	51
Total Arrests	53	72	62	45	39	58	40	77	50	69	71	99	62



Traffic	15-Jun	15-Jul	15-Aug	15-Sep	15-Oct	15-Nov	15-Dec	16-Jan	16-Feb	16-Mar	16-Apr	16-May	16-Jun
Total Citations	686	745	615	389	391	320	405	397	484	634	504	840	719
Total Written Warnings	773	835	793	693	706	820	927	994	890	1232	1094	1307	1366
Total Traffic Accidents	56	58	55	54	49	54	52	66	56	46	45	45	60
<i>Hit and Run</i>	5	6	4	6	3	5	3	9	5	4	6	8	8
<i>Personal Injury</i>	10	10	9	13	6	4	14	6	7	7	8	7	9
<i>*Fatality</i>	0	0	0	0	0	0	0	0	0	0	0	0	0
<i>Property Damage</i>	41	42	42	35	40	45	35	51	44	35	31	30	43

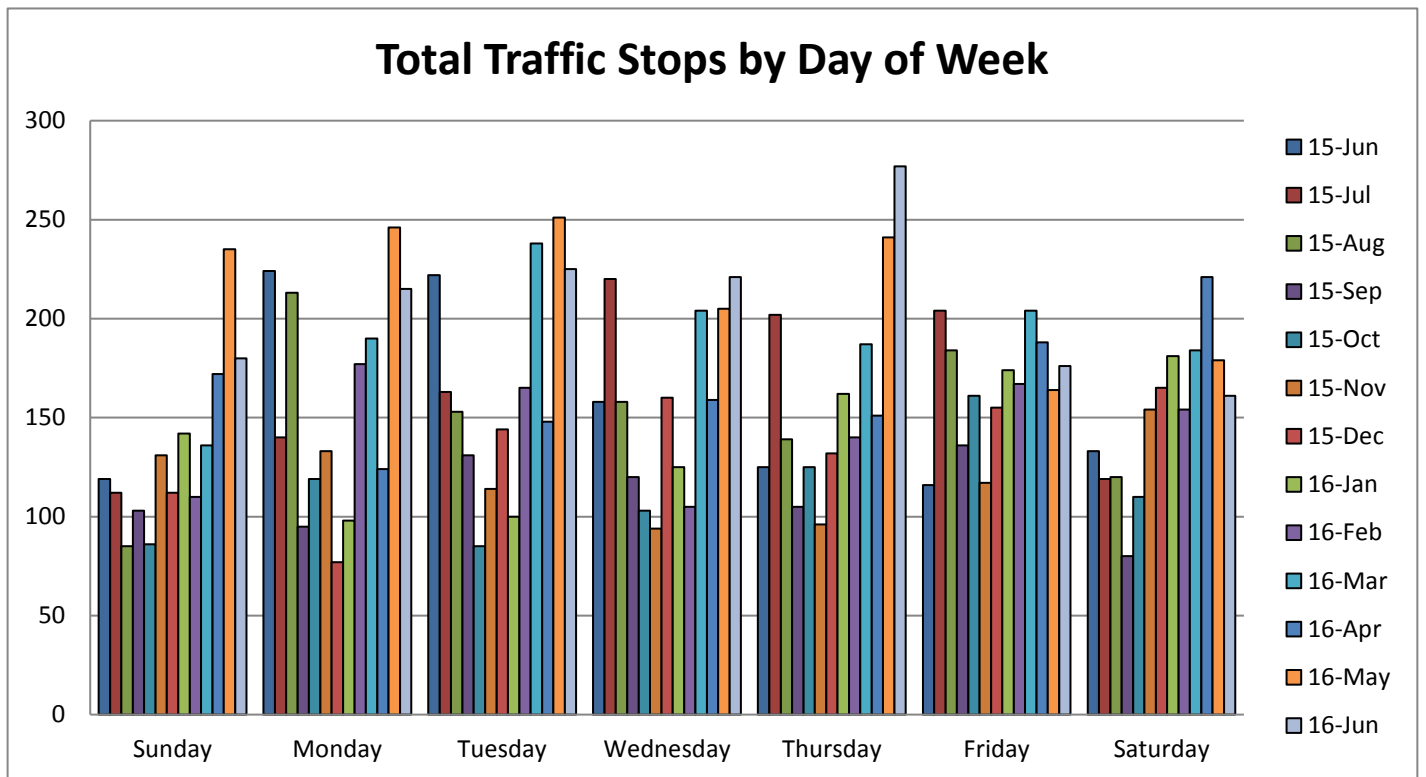


WESTFIELD POLICE DEPARTMENT

June 2016

Traffic Stops: SELF INITIATED by Day of Week

Day:	15-Jun	15-Jul	15-Aug	15-Sep	15-Oct	15-Nov	15-Dec	16-Jan	16-Feb	16-Mar	16-Apr	16-May	16-Jun
Sunday	119	112	85	103	86	131	112	142	110	136	172	235	180
Monday	224	140	213	95	119	133	77	98	177	190	124	246	215
Tuesday	222	163	153	131	85	114	144	100	165	238	148	251	225
Wednesday	158	220	158	120	103	94	160	125	105	204	159	205	221
Thursday	125	202	139	105	125	96	132	162	140	187	151	241	277
Friday	116	204	184	136	161	117	155	174	167	204	188	164	176
Saturday	133	119	120	80	110	154	165	181	154	184	221	179	161
TOTAL	1097	1160	1052	770	789	839	945	982	1018	1343	1163	1521	1455



WESTFIELD POLICE DEPARTMENT

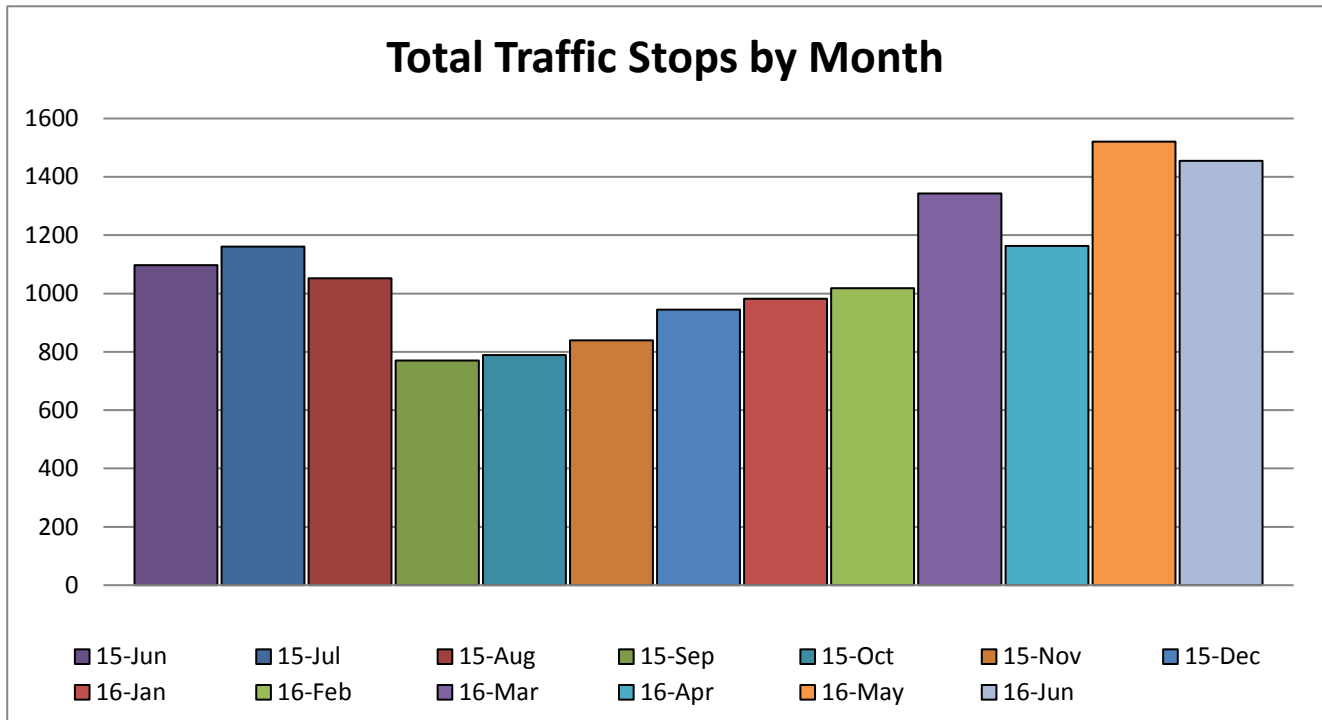
June 2016

Traffic Stops: SELF INITIATED by Hour of Day

Hour:	15-Jun	15-Jul	15-Aug	15-Sep	15-Oct	15-Nov	15-Dec	16-Jan	16-Feb	16-Mar	16-Apr	16-May	16-Jun
0	27	71	46	37	36	32	35	39	31	61	37	47	70
1	32	39	31	24	19	16	23	19	22	35	25	40	34
2	16	18	21	18	17	9	9	20	11	15	20	15	19
3	12	8	13	14	3	5	6	11	8	15	12	9	2
4	10	3	7	1	3	0	9	9	11	28	11	20	11
5	8	2	3	8	14	12	9	3	4	9	10	18	22
6	44	36	26	18	10	25	12	22	29	28	22	44	39
7	102	82	87	79	58	58	50	55	57	83	86	103	69
8	59	89	76	50	47	92	75	50	58	93	59	84	90
9	75	74	41	23	40	40	33	33	59	77	70	78	75
10	104	114	80	34	63	64	78	53	78	86	93	120	140
11	48	50	35	19	26	30	50	34	54	57	54	79	82
12	59	57	47	41	34	35	30	27	38	43	33	63	51
13	99	78	80	40	49	44	46	55	57	59	84	96	77
14	66	69	78	55	46	30	55	52	55	81	101	109	71
15	30	38	57	50	27	31	54	46	43	63	54	88	65
16	42	33	36	26	21	39	46	28	38	51	39	67	58
17	33	26	24	24	30	30	42	40	54	53	49	61	55
18	44	44	61	27	79	74	89	118	88	112	86	126	130
19	42	38	43	33	52	59	58	107	63	97	60	102	93
20	14	13	18	18	13	12	15	14	19	18	19	17	6
21	28	51	39	33	29	23	30	25	41	33	45	30	41
22	50	61	48	54	40	42	41	65	55	58	53	55	81
23	53	67	55	44	33	37	50	57	45	88	41	50	74
TOTAL	1097	1161	1052	770	789	839	945	982	1018	1343	1163	1521	1455

WESTFIELD POLICE DEPARTMENT

June 2016



**Westfield Police Department
Community Events
June 2016**

6/1 Andover HOA Meeting – Assistant Chief Jordan

6/5 Grover Fund Raiser for Special Needs Bike – Officer Larrison

6/9 Touch-a-Truck – Lt. Gorrell and Officer Daniels

6/9 Westfield Library Get on Your Mark and Bike the Park – Officer Larrison

**Westfield Police Department
Monthly Training Summary
June 2016**

6/1 NARCAN – Nights A Shift

6/2-6/7 Safety Seat Technician – CSO McCorkle

6/2 Monthly K-9

6/6 NARCAN – Days A

6/6-6/10 NASRO Basic School Resource Officer – Officer Dougherty

6/13-6/16 Emergency Vehicle Operations – Departmental Training

6/20-7/1 Indiana Drug Evaluation and Classification Program (DRE) – Officer Gehlhausen

6/21-6/24 Less Lethal Instructor Course – Sgt. Dine

6/23 CPR Certification – Officer Burtron

6/27-7/1 CIT Training for Youth – Officer Daniels and Dougherty

6/28-6/29 Cell Phone Mapping and Managing Data – Detective Bays and Howard

6/28 CPR Instructor Course – Lt. Gorrell and Officer Abney

CONTRACT FOR GOODS AND SERVICES

This Contract for Goods and Services ("Vendor Contract") is made and entered into as of the 28th day of June 2016, by and between City of Westfield ("Contracting Party") and Globe Asphalt Paving Co., Inc. ("Vendor").

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each of Contracting Party and Vendor, intending to be legally bound, hereby agree as follows:

A. **Basic Terms.** This Vendor Contract is on the following basic terms and conditions:

- (a) Goods and/or services provided by Vendor: (See Exhibit B attached hereto and made a part hereof).
- (b) Location: Along the north side of 161st Street between Spring Mill Road and Oak Ridge Road as well as the south side of 169th Street between Oak Ridge Road and Westfield Park Road in Westfield, Indiana 46074 (the "City Property")
- (c) Date by which the Services shall be completed: To start July 5th, 2016 and complete by October 30th, 2016 (the "Completion Date").
- (d) Purchase Price: Two Hundred Twenty-Nine Thousand Five Hundred Four Dollars and 25/100, \$229,504.25 (see Proposal dated 06.24.16 - Exhibit B).

The purchase price includes the following alternates:

Alternate 1

- (e) The Contracting Party provides two payment options to vendors for payment of approved invoiced amounts. They are as follows:
 - a. Option #1: Traditional – Invoices shall be payable within forty-five (45) days following Contracting Party's receipt and approval of an invoice at the address specified below.
 - b. Option #2: Preferred – Invoices are payable within 7 days following Contracting Party's receipt and approval of an invoice at the address specified below if vendor accepts MasterCard.
- (f) The Contract Documents include:
 - a. This Goods and Services agreement
 - b. "Contract and Specifications for Trail Connections 2016" dated June 2nd, 2016 inclusive of all sections and appendixes.

Should there be any conflict within the Contract Documents, the most stringent shall govern.

(g) Addresses:

If to Contracting Party (other than Invoices): Invoice Address:

City of Westfield
Department of Public Works
Attn: Dustin Shoe
2706 East 171st Street
Westfield, Indiana 46074

dshoe@westfield.in.gov w/ CC to
ap@westfield.in.gov or
City of Westfield
Attn: Accounts Payable
2728 East 171st Street
Westfield, Indiana 46074

If to Vendor:

Globe Asphalt Paving, Co., Inc.
6445 E. 30th Street
Indianapolis, IN 46219

B. **Contract Terms and Conditions.** This Vendor Contract is subject to the contract Terms and Conditions set forth in paragraphs 1-26 attached hereto and made a part hereof, the Project Changes, Attachment 1, and Exhibits attached hereto and made a part hereof. Parties stipulate that this agreement supersedes any and all other contracts, agreements or understandings between the Parties related to the subject matter herein is to be read strictly as the scope set forth in this agreement. The terms and conditions of prior contract(s), including but not limited to, annual support and maintenance as well as confidentiality, are not superseded by this agreement.

C. **Amendment.** No alteration, addition, deletion or modification of the Vendor Contract shall be valid or binding unless made in accordance with the contract terms and conditions set forth in this Vendor Contract.

D. **Project Changes to the Vendor Contract documents.** Project-specific changes to this Vendor Contract are set forth in Attachment 1 to this contract. The project-specific changes modify, add to and delete from the language of this Vendor Contract. Where any language of this Vendor Contract conflicts or is inconsistent with the project-specific changes, the project-specific changes shall control and govern. Where any project-specific language of this Vendor Contract conflicts or is inconsistent with other project-specific changes, the project-specific language that is most favorable to the Contracting Party shall control and govern.

CONTRACT TERMS AND CONDITIONS

1. **ACKNOWLEDGMENT, ACCEPTANCE:** Vendor has read and understands this Vendor Contract, and agrees that Vendor's written acceptance or commencement of any work or service under this agreement shall constitute Vendor's acceptance of these terms and conditions.

2. **PERFORMANCE:** Vendor hereby agrees to provide all goods and services necessary to perform the requirements of this Vendor Contract and to execute its responsibilities hereunder by following and applying at all times the highest professional and technical guidelines and standards. Contracting Party reserves the right at any time to direct changes, or cause Vendor to make changes in the goods and services or to otherwise change the scope of the work covered by this Contract with a signed Change Order executed by both parties, and Vendor agrees to make such changes promptly. Any difference in price or time for performance resulting from such changes

shall be equitably adjusted by Contracting Party after receipt of documentation in such form and detail as Contracting Party may reasonably require.

3. **TIME AND PERFORMANCE:** The work and services under this Contract shall be completed no later than the Completion Date. The Vendor shall submit for Contracting Party's approval a detailed schedule for the performance of the work and services which shall include allowances for periods of time required for Contracting Party's review and approval of submissions by Vendor. Time limits established by this detailed schedule shall be consistent with the Completion Date. Time is of the essence of this Vendor Contract. If the Vendor fails to comply with Section A; Basic Terms, Paragraph c, [Completion Date], the Vendor shall be subject to any and all consequential damages unless the delays are beyond the reasonable control of the Vendor.

4. **PRICE TERMS:** All of the prices, terms and warranties granted by Vendor herein are at least as favorable to Contracting Party as those offered by Vendor to other customers purchasing similar professional services under the same material term and conditions. Vendor agrees that it will pass on to Contracting Party any discounts and/or savings for prompt payment or rebates for quantity purchasing it receives.

5. **DISCLOSURE, WARNINGS AND INSTRUCTIONS:** If requested by Contracting Party, Vendor shall furnish promptly to Contracting Party, in such form and detail as Contracting Party may direct, a list of all ingredients or components to any goods specified hereunder, including the quality or concentration thereof and any other information relating thereto. Prior to and with the delivery of any recommended goods to be purchased hereunder, Vendor agrees to furnish to Contracting Party sufficient warning and notice in writing (including appropriate labels on goods, containers and packing) of any hazardous material which is an ingredient or a party of any of the goods, together with such special handling instructions as may be necessary to advise the City of how to exercise that measure of care and precaution which will best prevent bodily injury or property damage in respect of such goods. Vendor and any subcontracted party associated with Vendor for goods and services provided by this agreement shall maintain at the job site all Material Safety Data Sheets (MSDS) for all products used on the job site. Such MSDS sheets shall be available for inspection upon request.

6. **FORCE MAJEURE:** Any delay or failure of either party to perform its obligations hereunder shall be excused if, and to the extent that it is caused by an event or occurrence beyond the reasonable control of the party and without its fault or negligence, such as, by way of example and not by way of limitation, acts of God, actions by any governmental authority (whether valid or invalid), fires, floods, windstorms, explosions, riots, natural disasters, wars, sabotage, labor problems (including lockouts, strikes and slowdowns), inability to obtain power, or court injunction; provided that written notice of such delay (including the anticipated duration of the delay) shall be given by the affected party to the other party within ten (10) days after discovery of the cause of such delay. During the period of such delay or failure to perform by Vendor, Contracting Party, at its option, may purchase goods or services from other sources and reduce its schedules to Vendor by such quantities, without liability to Vendor, or have Vendor provide the goods from other sources in quantities and at times requested by Contracting Party at the price set forth in this Contract.

7. **LIENS:** Vendor shall not cause or permit the filing of any lien related to its services. In the event any such lien is filed and Vendor fails to remove such lien of record within thirty (30) days after the filing thereof, by payment or bonding, Contracting Party shall have the right to pay such lien or obtain such bond, all at Vendor's sole cost and expense. Vendor shall indemnify and

hold harmless Contracting Party from and against any and all liability, loss, judgments, costs and expenses, including reasonable attorneys' fees, incurred by Contracting Party in connection with any such lien.

8. **DEFAULT:** In the event Vendor commits any of the following (each, a "Default"):
(a) repudiates or breaches any of the terms of this Contract, including, without limitation, Vendor's representations; (b) fails to perform services or deliver goods as specified by Contracting Party; (c) fails to make progress for reasons within the Vendors control so as to endanger timely and proper completion of services, and does not correct such failure or breach within ten (10) days (or such shorter period of time if commercially reasonable under the circumstances) after receipt of written notice from Contracting Party specifying such failure or breach; or (d) becomes insolvent, files, or has filed against it, a petition in bankruptcy, for receivership or other insolvency proceeding, makes a general assignment for the benefit of credits or (if Vendor is a partnership or corporation) dissolves, Contracting Party shall have the right (1) to terminate all or any part of this Contract, without liability to Vendor; (2) to perform or obtain, upon such terms and in such manner as it deems appropriate in its sole discretion, the services which were to be provided by Vendor and Vendor shall be liable to Contracting Party for any reasonable and immitigable excess costs above the costs of this contract incurred by Contracting Party in performing or obtaining such similar services; and (3) to exercise any other right or remedy available to Contracting Party at law or in equity and except to the extent of any betterment realized by the Contracting Party.

9. **LIMITATION OF CONTRACTING PARTY'S LIABILITY:** Vendor agrees that Vendor shall look solely to Contracting Party's interest in and to the City property, including, without limitation, any management fee, if applicable, subject to prior rights of any mortgagee or ground lessee of the City property, for collection of any judgment (or other judicial process) requiring payment of money by Contracting Party in the event of default or breach by Contracting Party of any of the covenants, terms or conditions of this Contract to be observed or performed by Contracting Party, and that no other assets of Contracting Party shall be subject to levy, execution or other process for satisfaction of Vendor's remedies. Vendor shall not be liable to the mortgage or ground lessee for any claims under this contract.

10. **REQUIRED INSURANCE AND INDEMNIFICATION:**

- (a) Vendor shall purchase and maintain the following insurance, with the following limits, in connection with any claims that may arise out of or result from Vendor's operations, whether performed by Vendor or anyone for whose acts Vendor may be liable:

Worker's Compensation	Required.
Employer's Liability	\$1,000,000 each accident, \$1,000,000 disease each employee, and \$1,000,000 disease policy limits.
Commercial General Liability (CG0001) , including Personal Injury, Premises Operations, including explosion, collapse or underground property damage hazards, including costs to repair or replace damaged work. (The Commercial General Liability Insurance may be	\$1,000,000 Per Occurrence and \$2,000,000 General Aggregate.

arranged under a single policy for the full limits required or by a combination of underlying policies with the balance provided by an Excess or Umbrella Liability Policy).	
Commercial Automobile Liability , including Owned, Non-Owned and Hired Car coverages.	\$1,000,000 Combined Single Limit for Bodily Injury and Property Damage.

- (b) The insurance shall be procured from companies authorized to do business in the state of Indiana. Except as otherwise expressly set forth herein, coverage shall be on an occurrence basis. All insurance procured or maintained by Vendor on which the Contracting Party is an additional insured, shall be primary. Any insurance maintained by Contracting Party shall be considered excess and non-contributory. Vendor shall permit Contracting Party to examine the actual policies upon request at the Vendor's offices where the policy is stored.
- (c) A Certificate of Insurance acceptable to Contracting Party shall be submitted to Contracting Party prior to commencement of any work hereunder, including, without limitation, a certificate issued by the Industrial Board or other appropriate agency in the State of Indiana showing that the Worker's Compensation and other employee benefit insurance is in full force and effect. Each insurer shall possess an A.M. Best's rating of no less than A-VIII as of inception of this Contract. The Certificate of Insurance shall contain a provision that coverage shall not be canceled unless at least thirty (30) days' prior written notice has been given to Contracting Party. The Certificate of Insurance shall name the Contracting Party as an additional insured with respect to all but the Worker's Compensation, Employee Liability, and Professional Liability coverage. The additional insured endorsement shall state that coverage is afforded the additional insured as primary and non-contributory. In addition, each Certificate of Insurance shall provide that the Certificate Holder is the Contracting Party, c/o City of Westfield. Vendor shall not have earned any fees nor be due any payments hereunder unless and until such Certificate of Insurance is received by Contracting Party.
- (d) Vendor shall indemnify and hold harmless Contracting Party, and its employees from and against any and all liability, claim, damage, loss or expense (including, without limitation, court costs and reasonable attorneys' fees) to the extent caused by any negligence of the Vendor, its employees or sub Vendors, in the performance of the services under this contract, but not to the extent arising directly out of the negligence of Contracting Party. This subparagraph (d) shall survive the expiration or termination of this Contract.
- (e) Without limiting anything set forth in this paragraph 10, the following additional insurance coverage limits are required for the professional engineering services specifically required by the scope of the contracted goods and services: \$1,000,000 per claim and \$1,000,000 general aggregate professional liability, with retroactive coverage to the earlier of date of execution of Contract and

commencement of any work and coverage for a minimum period of two (2) years after professional services completion.

- (f) If Vendor fails to maintain the insurance as set forth herein, Contracting Party may terminate this Contract immediately or, at the option of Contracting Party, Contracting Party may obtain insurance on the Vendor's behalf and offset the cost of insurance related to the contracted services against any payments due Vendor.

11. **SAFETY:** Vendor shall, related to the services hereunder, fully observe any and all known federal, state and local safety performance standards and all additional applicable laws, ordinances, rules, regulations and orders of public authorities having jurisdiction over the work area. Without limiting the foregoing, Vendor shall also comply with Contracting Party's Project Rules, a copy of which is attached hereto as Exhibit A and made a part hereof. Compliance with such standards, laws, ordinances, rules, regulations and orders shall be at the sole cost of Vendor. Violations can and/or will result in immediate corrective and disciplinary actions being taken, including, without limitation, termination of this Contract. If this Contract is terminated pursuant to this paragraph 11, Contracting Party shall not be required to make any further payments to Vendor except for conforming goods and services rendered prior to such termination. A safety representative employed by Contracting Party or an insurer may, from time to time, conduct safety inspections and submit safety findings. Vendor shall, at its expense, implement any reasonable abatement procedures recommended by such safety representative or insurer related to the contracted services.

12. **SETOFF:** In addition to any right of setoff provided by law, all amounts due Vendor shall be considered net of indebtedness of Vendor to Contracting Party, and Contracting Party may deduct any amounts due or to become due specific to the goods and services provided for the project from Vendor to Contracting Party and its affiliates and subsidiaries except those covered under the indemnification obligation from any sums due or to become due from Contracting Party to Vendor.

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

14. **ADVERTISING, PUBLICITY AND PUBLIC RELATIONS:** Vendor shall not, without first obtaining the express written consent of Contracting Party, in any manner advertise or publish the fact that Vendor has contracted to furnish Contracting Party the goods and services herein contracted, or use any trademarks or tradenames of the City's advertising, promotional materials or web sites. In the event of Vendor's breach of this provision, Contracting Party shall have the right to terminate the undelivered portion of any services covered by this Contract and shall not be required to make further payments except for conforming services rendered prior to cancellation.

15. **GOVERNMENT COMPLIANCE:** Vendor agrees to comply with all present federal, state and local laws, orders, rules, regulations, codes and ordinances which may be applicable to Vendor's performance of its obligations under this Contract, and all provisions required thereby to be included herein, are hereby incorporated by reference. Vendor agrees to indemnify and hold harmless Contracting Party from and against any loss, damage, liability, cost or

expense (including, without limitation, attorneys' fees) resulting from any violation of such laws, orders, rules, regulations, codes or ordinances by Vendor.

16. **NO IMPLIED WAIVER**: The failure of either party at any time to require performance by the other party of any provision of this Vendor Contract shall in no way affect the right to require such performance by any time thereafter, nor shall the waiver of either party of a breach of any provision of this Contract constitute a waiver of any succeeding breach of the same or any other provision.

17. **NON-ASSIGNMENT**: Vendor shall not assign or pledge this Vendor Contract whether as collateral for a loan or otherwise and shall not delegate its obligations under this Contract without Contracting Party's express written consent.

18. **RELATIONSHIP OF PARTIES**: Vendor and Contracting Party are independent contracting parties and not agents, employees, partners, joint ventures or associates of one another, and nothing in this Contract shall make either party the agent or legal representative of the other for any purpose whatsoever, nor does it grant either party any authority to assume or to create any obligation on behalf of or in the name of the other. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever. Vendor shall pay all wages and appropriate expenses of its employees, including, without limitation, all federal, state and local taxes, social security taxes and other employment or personnel taxes or assessments. Contracting Party shall not be liable for any injury (including death) to any persons, or any damages to any property incurred in connection with the performance of this Contract, to the extent caused by Vendor's fault or negligence.

19. **GOVERNING LAW**: This Contract is to be construed in accordance with and governed by the laws of the State of Indiana that includes, but not limited to Indiana Code 5-16-6, 5-16-8, 5-16-9, 5-16-13, and 5-16-14.

20. **SEVERABILITY**: If any term of this Contract is invalid or unenforceable under any statute, regulation, ordinance, or other rule of law, such term shall be deemed reformed or deleted, but only to the extent necessary to comply with such statute, regulation, ordinance, contract or rule, and the remaining provisions of this Contract shall remain in full force and effect.

21. **NOTICE**: Any notice provided for in this Contract will be sufficient if given by certified mail return receipt requested, or by reputable overnight courier service, to the party to be notified at the address specified in the Contract. If sent electronically, the notice shall be deemed to have been given upon electronic confirmation of receipt. If sent by overnight courier, the notice shall be deemed to have been given one (1) day after sending. If mailed, the notice shall be deemed to have been given on the date that is three (3) business days following mailing. Either party may change its address by giving written notice thereof to the other party.

22. **TERMINATION**: Contracting Party may terminate this Contract (a) immediately, in the event of a Default by Vendor, or (b) at any time without cause upon seven (7) days' prior written notice to Vendor. In the event of such termination, Vendor shall be entitled to receive only payment for conforming goods delivered as of the date of termination and compensation for goods and services which have been accrued pro rata as of the date of termination, after deduction of all of Contracting Party's costs and expenses, including, without limitation, attorneys' fees, incurred in connection with any Default by Vendor.

23. **ENTIRE AGREEMENT:** This Vendor Contract, together with any attachments, exhibits, or supplements, specifically referenced in this Vendor Contract, constitutes the entire agreement between Vendor and Contracting Party with respect to the matters contained herein and supersedes all prior oral or written representations and agreements. This Contract may only be modified by a written instrument executed by both parties. Each signatory that executes this Agreement on behalf of the Contracting Party stipulates that they have executed this Agreement with the proper authority duly granted to bind that respective Contracting Party.

24. **OFAC COMPLIANCE:** The Office of Foreign Assets Control (OFAC) prohibits US persons from entering into transactions with individuals, groups, and entities, such as terrorists, narcotics traffickers and those engage in activities related to the proliferation of weapons of mass destruction, collectively referred to as Specially Designated Nationals ("SDN"). If the name of Vendor or any individual in a management position with Vendor is discovered on the SDN list, published by OFAC, such discovery shall constitute a material breach of this Contract. Contracting Party shall promptly notify Vendor, which shall have three (3) days in which to provide to Contracting Party clear and convincing evidence that (a) neither Vendor nor any individual in a management position with Vendor is an SDN, (b) the transaction is authorized by OFAC or (c) a statutory exemption exists that permits Contracting Party to do business with Vendor. Should Vendor fail to do so, then Contracting Party shall terminate this Contract for cause without further notice or grace period.

25. **IRCA COMPLIANCE:** The Immigration Reform and Compliance Act of 1986 (IRCA) prohibits the employment of unauthorized aliens and requires all employers to: (1) not knowingly hire or continue to employ any person not authorized to work in the United States, (2) verify the employment eligibility of every new employee (whether the employee is a U.S. citizen or an alien), and (3) not engage in discrimination against qualified workers. The Vendor shall comply with IRCA and all other applicable federal, state and local immigration laws, regulations, Executive Orders ("other immigration laws") and by executing this Agreement, warrants that it is in full compliance with all applicable immigration laws including, but not limited to, IRCA and has used E-Verify to pre-screen job applicants and re-verify current employees. Vendor shall not be required to verify the work eligibility status of all newly hired employees of the contractor through the E-Verify program if the E-Verify program no longer exists. Vendor shall immediately remove any employee known to be an unauthorized alien. Failure to comply with IRCA or other immigration laws shall constitute a material breach of this Agreement. The Vendor shall indemnify the City of Westfield against all damages, losses and expenses, including attorneys' fees, incurred or sustained by the City of Westfield as a result of the Vendor's failure to comply with IRCA or other immigration law. Vendor shall include this provision in any subcontracts or subordinate agreements it enters into with respect to this Agreement. Vendor shall also sign and have notarized the Affidavit of Employee Status (Attachment 2).

26. **IRAN CERTIFICATION:** Vendor hereby certifies, in accordance with I.C. 5-22-16.5-1 et seq., to have no engagement in investment activities in Iran as defined in the above cited statute.

EXECUTED this 12 day of July, 2016.

Contracting Party:

City of Westfield
2728 East 171st Street
Westfield, Indiana 46074

Signature

Printed Name

Title

Date

Vendor:

Globe Asphalt Paving Co., Inc.
6445 E. 30th Street
Indianapolis, IN 46219

William A. Shumaker
Signature

William A. Shumaker
Printed Name

President
Title

July 12, 2016
Date

EXHIBIT A

Project Rules

In an effort to have **COMPLETE CUSTOMER SATISFACTION**, we have prepared the following Project Rules. Your personnel and all subcontracted parties shall comply with these rules without exception. Failure to follow Project Rules may be grounds for project dismissal and potentially contract termination. Following these rules will help us collectively acquire **COMPLETE CUSTOMER SATISFACTION**.

SITE ACCESS

- ☐ General: Vendor/Contractor ("Contractor") shall have limited use of Project site for construction operations as indicated on Drawings by the Contract limits.
- ☐ Use of Site: Limit use of Project site to areas within the Contract limits indicated. Do not disturb portions of Project site beyond areas in which the Work is indicated.
- ☐ Driveways, Walkways and Entrances: Keep driveways, loading areas, and entrances serving premises clear and available to City, City's employees, and emergency vehicles at all times. Do not use these areas for parking or storage of materials.
- ☐ Schedule deliveries to minimize use of driveways and entrances by construction operations and reduce space and time requirements for storage of materials and equipment on-site.
- ☐ Restricted Site Access: The only egress point to and from the Project area shall be as dictated by the City or authorized City's representative. Coordinate work activities in advance.
- ☐ All construction personnel will be required to have photo identification with them at all times on the project. All construction personnel shall also carry Vendor identification with them or wear hardhats with company logo and the employee's name visible to determine their site permissions.
- ☐ Noise, Vibration, and Odors: Coordinate operations that may result in high levels of noise, vibration, odors, or other disruption to occupied areas of the Project, as applicable.
- ☐ Notify City(s) not less than five days in advance of proposed disruptive operations. Obtain City(s) written permission before proceeding with disruptive operations.
- ☐ Perform work with least possible disturbance to occupants of existing facilities.
- ☐ Contractor shall seek approval from City or City representative before beginning any work outside of the approved project limits or area.
- ☐ Prior to commencing the Work, the Contractor shall tour the Project site to **examine and record** any existing damage to adjacent site or building improvements to serve as a basis for determination of subsequent damage due to Contractor's operations. Contractor shall submit such report to the City prior to commencing work.

LIMITED CITY OCUPANCY (If Applicable)

- ☐ The City and its partners intend to occupy parts of the Project immediately upon completion and when safe access is available. Your work must be coordinated in advance to limit the exposure of construction activities to occupants of the Project.
- ☐ Before limited City occupancy of any building, the mechanical and electrical systems shall be fully operational, and required tests and inspections shall be successfully completed. On occupancy, City will operate and maintain mechanical and electrical systems serving occupied portions of Work.

- ☐ On occupancy, City will assume responsibility for maintenance and custodial service for occupied portions of Work.

MATERIAL MANAGEMENT PLAN

- ☐ Contractors shall prepare a Site Utilization Plan to be submitted to the City for review and approval.
- ☐ The site use plan shall include but not be limited to the following items:
 - Material storage areas (identify material and ownership).
 - Equipment compounds.
 - Temporary utilities required
 - Trash and waste containers required for environmental disposal of waste.
 - Any other specific items requiring coordination with the City, Project partners or other trade contractors.
- ☐ Safe and protected storage of materials and equipment of the Contractor is the responsibility of the Contractor. All materials stored by the Contractor on the site are to be protected in a manner to not jeopardize their warranty or quality of material finish.

CLEAN UP

- ☐ During the progress of the Work, the Contractor shall keep the site and other areas free from accumulation of waste materials, rubbish and other debris, as provided in the contract. Removal and disposal of such waste materials, rubbish, and other debris shall conform to applicable Laws and Regulations in the most environmentally sensitive manner possible. Burial of waste materials, rubbish, and other debris on the site is strictly prohibited.
- ☐ Contractor shall provide daily cleaning of their work areas including sweeping and trash/debris/rubbish removal. Contractor shall be responsible for moving trash to the designated refuse areas for disposal by others.
- ☐ At no time shall a contractor block an egress path without the expressed consent of the City or authorized City representative.
- ☐ At the completion of the Work, the Contractor shall remove from the site all tools, appliances, construction equipment, machinery, trailers, and temporary structures/utilities that they erected as well as surplus materials, rubbish and trash.

WORK HOURS

- ☐ It is the expectation of City that ALL Contractors and subcontractors limit work to normal business working hours, Monday through Friday, unless otherwise required or approved in advance by City.
- ☐ The Work of this Project shall be accomplished during normal working hours and days. Contractors planning to work on weekends or observed holidays must schedule with the authorized Owner agent, no later than 48 hours prior to the anticipated work day.
- ☐ Normal working hours and days are defined as:
 - Mondays through Fridays, 7:00 a.m. to 6:00 p.m. (typical)
 - Weekends (Saturday and Sunday), as scheduled and approved in advance by the City.
 - No work shall be performed on days of normal observance of the following holidays:
 - New Year's Day
 - Memorial Day
 - Independence Day
 - Labor Day
 - Thanksgiving Day and the Friday following
 - Christmas Day

- ☐ Requests for work on non-normal work days or outside the defined normal working hours of this project, does not constitute an approval of said request and may need to be rescheduled to provide adequate security and supervision as required by Contract.
- ☐ No use of power actuated tools or hammer drills is permitted at an occupied City building or adjacent to private residence and/or business between the hours of 7:00 AM and 5:00 PM, or as directed by City officials

PUBLIC ACCESS AND SAFETY

- ☐ Contractor is responsible to provide all safety measures required and implied as necessary to protect all persons on the Project site and all persons and public adjacent to their construction zones. It is not the responsibility of the City to specify measures to be taken.
- ☐ Comply with applicable safety and security regulations of all authorities having jurisdiction. These regulations set forth minimum requirements. Contractor shall not reduce his normal safety provisions or ignore safety regulations required by other authorities having jurisdiction where other requirements are more stringent.
- ☐ The Contractor shall provide, for coordination, and information, all material safety data sheets or other hazard communication information required to be made available to or exchanged between or among employers at the Site in accordance with Laws or Regulations. Contractors must provide updated and current information as it becomes available.
- ☐ In the case of an emergency affecting the safety or protection of persons or the Work or property at the Site or adjacent areas, the Contractor shall act to prevent threat of damage, injury, or loss. The Contractor shall immediately notify the City. Within 24 hours the Contractor shall provide written notification and documentation of the event, indicating if he believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby or are required as a result thereof.
- ☐ The Contractor shall designate a qualified, experienced safety representative at the Site.

SITE DECORUM

- ☐ Contractor and subcontracted employees shall conduct themselves in a professional manner in all areas of the City.
- ☐ Refrain from contact with the general public. When this cannot be avoided, Contractor's and the subcontractor's employees are to be courteous at all times.
- ☐ Proper work attire shall be required at all times on the Project. In addition to the required personal protective devices and attire required to perform work safely, all site workers are to wear clothing appropriate for the work that they are performing. Clothing with inappropriate language or pictures are strictly forbidden.
- ☐ Contractor shall control the conduct of its employees so as to prevent unwanted interaction initiated by Contractor's employees with City/Project personnel, public, other contractors and their employees, or other individuals, in the vicinity of the project site. In the event that any Contractor employee initiates such unwanted interaction, or utilizes profanity, Contractor shall, either upon request of the City or on its own initiative, replace said employee with another of equivalent technical skill, at no additional cost to the City.
- ☐ No radios, other than two-way communication type, will be allowed on the Project site.
- ☐ Smoking or the use of any tobacco products (including chew and snuff) is **NOT ALLOWED** on the Project or any City-owned properties.
- ☐ Water is allowed in Project buildings however ALL other beverages and food are only permitted in designated break areas.
- ☐ Use of any controlled substances on City's property is not permitted.

- ❑ No alcoholic beverages, illegal drugs, controlled substances or firearms of any kind are permitted on the construction site. Any persons found on the site with such in their possession will be escorted from the premises and not permitted to return.
- ❑ Fighting and horseplay on the project site are absolutely forbidden. Participants in fights will be escorted from the premises and not permitted to return.

PARKING

- ❑ Project parking is allowed at designated areas of the Project.
- ❑ Personal vehicles are to remain in provided parking areas.
- ❑ Only approved company work vehicles are allowed on the project site. This effort is dictated to prevent damage to site and other improvements and promote a safe project by minimizing project congestion.
- ❑ For Construction LOADING AND UNLOADING ONLY:
 - Contractors shall be allowed to deliver daily equipment and materials to the Project construction areas so as long that they minimize the impact and risk of damage to existing site and project improvements.
 - Delivery of materials, equipment and products associated with the completion of your scope of work must be coordinated in advance.

UTILITY COORDINATION

- ❑ All excavations shall be completed in accordance with City and OSHA standards. Due to the amount of public and private utilities in and around Grand Park, all excavations must utilize a hydro-vac when area of disruption is appropriately sized.
- ❑ Limit construction operations to those methods and procedures which will not adversely and unduly affect the working environment of City's occupied spaces, including noise, dust, odors, air pollution, ambient discomfort, poor lighting, hazards and other undesirable effects and conditions.
- ❑ Notify the City one week in advance of construction activities which will impact the occupancy and use of adjacent areas.
- ❑ Do not interrupt power, lighting, plumbing, telephone and HVAC services to occupied areas. Interruptions must be scheduled a minimum of two days in advance, receive City's approval, and be made known to users of the area a minimum of 24 hours in advance of the actual interruption.
- ❑ Contractor to connect to temporary utilities as designated by the contract documents or by the City. The Contractor will be responsible for installing and removing all temporary utilities, unless directed otherwise.
- ❑ Contractor shall be responsible for site drainage and maintaining erosion control as required.

USE OF ROADWAYS AND PATHS

- ❑ Comply with limitations on use of public streets and with other requirements of authorities having jurisdiction.
- ❑ Use of the City Park paths or perimeter trails, including those at Grand Park, is discouraged but we understand that in many cases cannot be avoided. Please coordinate in advance any vehicle or equipment size and weight with the City prior to mobilizing on site.
- ❑ Where materials are transported in the performance of this Work, do not load vehicles beyond the capacity recommended by the manufacturer of the vehicles or prescribed by any applicable state or local law or regulation.

- ☐ Provide protection against damage whenever it is necessary to cross existing paths, sidewalks, curbs, and gutters on the City project. Repair and make good at the expense of Contractor all damages thereto, including damage to existing utilities and paving, arising from the operations under the Contract.
- ☐ Access onto any athletic field at Sports Campus at Grand Park or onto any City owned property with irrigation installed is strongly discouraged. Contractor shall protect all playing surfaces and site utilities that could be compromised by the construction activities of the Contractor.
- ☐ Truck staging is not allowed on any City street surrounding the Project.
- ☐ Promptly clean all public right-of-ways should dirt or other debris from site be deposited on roads and streets by the Contractor or vehicles used to deliver or conduct the scope of this agreement.
- ☐ It is the responsibility of ALL Contractors to provide flag person(s) at pedestrian crossings of construction equipment at right of ways or pedestrian paths one hundred percent of the time such equipment is operating.

TRAFFIC CONTROL

- ☐ Provide temporary traffic control barriers to ensure safety of all persons and property.
- ☐ Contractor shall provide all flag person(s) necessary to maintain vehicular and pedestrian traffic affected by deliveries and work performed under their scope. All flag person(s) shall be certified through the union hall or other body having the authority to provide this training.
- ☐ Contractor shall provide traffic control for vehicular traffic leaving and entering the site.

CRANES & HOISTING

- ☐ All hoisting and cranes required to perform the scope of your work is the responsibility of the Contractor to install, provide and operate in accordance with all safety regulations of the authorities having jurisdiction. This includes all temporary hoisting required by job conditions for the installation of materials and equipment.

TEMPORARY SHORING AND BRACING

- ☐ Provide temporary shoring and bracing as required for execution of the Work. ALL shoring and bracing shall be engineered by the Contractor and comply with safety regulations of authorities having jurisdiction.

TEMPORARY BARRICADES

- ☐ Provide temporary barricades as necessary for the execution of the work. Maintain barricades in a clean and neat condition until no longer required and removal is approved or requested.
- ☐ Provide temporary barriers or partitions as required to protect any project workers or the general public from injury due to work of this project, and to protect adjacent areas of the project from spread of dust or dirt.
- ☐ When Work involves modification to an existing egress corridor within an existing building, the Contractor shall provide temporary barricades as necessary, constructed in a manner that maintains the fire resistive integrity of the affected corridor(s). Construction and placement of the barricades shall be approved by the City project representative and the authority having jurisdiction.

CONSTRUCTION SIGNAGE

- ☐ Advertising Signage: The use of Contractor/subcontractor advertising signage is strictly prohibited.
- ☐ No ground-mounted signage is allowed on the project site without the expressed written consent of the City.

- ❑ Signage is authorized on construction trailers and corporate-owned equipment and vehicles. Such signage cannot exceed 6' by 4' (24 square feet) in size. Trailers in violation shall be removed from the site by the Contractor and the Contractor shall have the site storage privileges revoked
- ❑ Signage to be fabricated from new materials and constructed from materials able to withstand construction use/abuse and exposure based upon its proposed installation location for its intended use.
- ❑ Project Specific Signage:
 - ALL signage shall be as approved by the City and the authority having jurisdiction.
 - All employee personnel informational signage shall be bilingual (English and Spanish) as requested by the City.
 - All project specific signage shall include the City logo and project name incorporated into the design of each sign for the project.

TEMPORARY FACILITIES

- ❑ Erect and maintain, for duration of operations and in locations as approved, suitable temporary office facilities as required for Contractor's administration of the Work. Provide necessary sheds and facilities for the storage of tools, materials, and equipment employed in the performance of the Work. Temporary buildings shall be watertight with raised solid floors, solid sheathed and composition roofs, and adequately glazed and screened windows for light and ventilation. Temporary buildings shall be painted colors as approved. Contractor shall furnish daily janitorial service in the trailer. Provide stairs and handicapped ramp per code.

RUBBER TIRED EQUIPMENT

- ❑ Where carts, hand trucks, wheelbarrows, and similar wheeled conveyances are used in interior spaces or on finished surfaces (including synthetic turf fields) on or in any portions of any structure, equipment shall be equipped with pneumatic tires or other tire approved by the City.

REMOVAL OF TEMPORARY FACILITIES

- ❑ Temporary facilities, barricades, utilities and other construction of temporary nature shall be removed from the Project site as soon as the progress of the work will permit in the opinion of the City; and the portions of the Project site and building occupied by same shall be reconditioned and restored to original condition.
- ❑ Legally dispose of all debris resulting from removal and reconditioning operations.

VIOLATIONS

- ❑ Any violator of site restrictions will be subject to removal from the site, with recourse for schedule or cost impact.

GENERAL SAFETY PRECAUTIONS

- ❑ Safe working practices shall be observed at all times. The safety of your employees, the buildings and the work site is considered to be paramount. All work shall be conducted and completed by the guidelines set forth by the Federal, Local and State Authorities.
- ❑ The City of Westfield is a "Safe City". Any worker or person on a jobsite shall have 100% protection as defined by OSHA for the hazards that they may be exposed. This includes but is not limited to 100% eye protection, hard hat and hi-visibility vest at all times when on-site.
- ❑ Proper gloves are to be used to limit abrasions and cuts. Hearing protection shall be accessible to employees and used whenever exposed to noises that require such protective devices.

- ❑ Fall protection shall be worn, observed or employed when working at a height greater than 6' unless approved in writing by the City and OSHA/IOSHA. This fall protection directive is to be used at all times and includes activities utilizing articulating boom lifts, scissors lifts, ladders, scaffolding and any other activity where workers are exposed to a fall and shall compile with the provisions of OSHA and IOSHA.
- ❑ Any and all "Hot Work" shall have an appropriate fire extinguisher immediately accessible and be pre-approved by the City officials.
- ❑ All electrical service shall be properly protected with a GFCI, including the use of extension cords on permanent power.
- ❑ Eye protection shall be worn at all times when cutting, grinding, chipping, drilling or using power actuated tools.
- ❑ Safety manuals and MSDS sheets must be turned in to the assigned City representative prior to commencing work on site. These manuals are still to be maintained by the Contractor on site for use and reference by any authority having jurisdiction.
- ❑ The City of Westfield is a "Safe City". In the event of an accident or near-miss, the employees involved may be required to perform a drug and alcohol screening prior to being able to continue working on site.

Non-compliance with the foregoing Project Rules shall result in disciplinary procedures up to and including removal from the project and termination of your contract.

EXHIBIT B

See attached Proposal dated 06.24.16

BASE BID ITEMIZED PROPOSAL

ID	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	AMOUNT
1	Mobilization/Demobilization	LS	1	\$ 15,000	\$ 15,000.00
2	Clearing of ROW	LS	1	\$ 11,800	\$ 11,800.00
3	Construction Engineering	LS	1	\$ 9,600	\$ 9,600.00
4	Maintaining Traffic	LS	1	\$ 2,000	\$ 2,000.00
5	Milling of Asphalt, Variable Depth, Driveways/Path	SYS	310	\$ 14.50	\$ 4,495.00
6	HMA Surface, Type A (165 #/SYD)	TON	251	\$ 98.00	\$ 24,598.00
7	HMA Intermediate, Type A (275 #/SYD)	TON	377	\$ 85.00	\$ 32,045.00
8	HMA Intermediate, Type A (495 #/SYD)	TON	37	\$ 130.00	\$ 4,810.00
9	HMA Base, Type A (440 #/SYD)	TON	21	\$ 130.00	\$ 2,730.00
10	Asphalt for Tack Coat	TON	1	\$ 1,200.00	\$ 1,200.00
11	Compacted Agg., No. 53, Base	TON	910	\$ 42.00	\$ 38,220.00
12	Common Excavation	CYS	532	\$ 45.00	\$ 23,940.00
13	Regrade Ditches	LFT	2,811	\$ 4.00	\$ 11,244.00
14	Silt Fence	LFT	2,811	\$ 2.15	\$ 6,043.65
15	Check Dam, Straw	LFT	36	\$ 17.25	\$ 621.00
16	Mulched Seeding, U	SYD	3,224	\$ 1.15	\$ 3,707.60
17	Mobilization for Mulched Seeding	EACH	1	\$ 575.00	\$ 575.00
18	Curb Ramp, Concrete G	SYS	18	\$ 218.50	\$ 3,933.00
19	Structural Backfill, Type 1, Aggregate No. 8	CYS	52	\$ 92.00	\$ 4,784.00
20	Pipe, Type 3, Circular 6 IN	LFT	39	\$ 58.00	\$ 2,262.00
21	Pipe, Type 3, Circular 12 IN	LFT	131	\$ 60.00	\$ 7,860.00
22	Pipe, Type 3, Circular 15 IN	LFT	29	\$ 69.00	\$ 2,001.00
23	Debris Guard	EACH	1	\$ 805.00	\$ 805.00
24	Pipe End Section, DIA 12"	EA	12	\$ 690.00	\$ 8,280.00
25	Pipe End Section, DIA 15"	EA	2	\$ 750.00	\$ 1,500.00
				Total	\$ 224,054.25

Base Bid Amount in words for Trail Connections 2016:

Two hundred twenty-four thousand and fifty-four Dollars and 25 /100

This price is the sum of the quoted unit prices multiplied by the quantity for each item as shown on the above Base Bid Itemized Proposal.

ALTERNATE #1 PROPOSAL

ID	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	AMOUNT
1A	Drainage Improvement at 314 E 161 st Street	LS	1	\$5,200	\$ 5,200
2A	Relocate Mailbox	EA	2	\$125.00	\$ 250.00
Total					\$ 5,450.00

Alternate #1 Bid Amount in words for Trail Connections 2016:

five thousand and four hundred fifty Dollars and 00 /100

The above prices are the sum of the quoted unit prices multiplied by the quantity for each item as shown on the above Alternate #1 Proposal.

It is hereby agreed that this proposal shall remain in full force and effect and may not be withdrawn for a period of 60 days from the date of receiving proposals by the City of Westfield, Indiana.

Respectfully submitted,

Globe Asphalt Paving Co., Inc

Contractor

(Individual ☐) (Partnership ☐)

or (Corporation ☐)

By

John J. Shumaker

Title

Vice President

Dated:

Address

6445 E 30th Street
Indianapolis IN 46219

June 24, 2016

NOTE: The legal status of the Bidder, whether as an individual, partnership, or corporation, must be indicated above, and all pertinent information as required by the Specifications must be furnished.

Attachment 1

Each addenda shall be signed to prove receipt. If no addendums, the rest of Attachment 1 to be left intentionally blank.

Attachment 2

The Affidavit of Employee Status shall be signed and notarized.

AFFIDAVIT OF EMPLOYEE STATUS

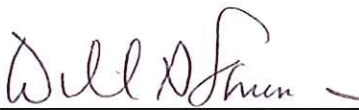
Re: Project – Trail Connections 2016

WHEREAS, the City of Westfield, Hamilton County, Indiana, hereinafter referred to as the “City” is in the process of construction work on the Trail Connections 2016 project, hereinafter referred to as the “Project”;

WHEREAS, Globe Asphalt Paving Co., Inc., hereinafter referred to as the “Vendor”, is the general contractor of the above reference project; and

WHEREAS, it is necessary for the City to require the Vendor to enroll in and verify the work eligibility status of all newly hired employees through the E-Verify program per Indiana Code.

NOW THEREFORE, the Vendor agrees to have enrolled in and verified the work eligibility status of all newly hired employees through the E-Verify program and does not knowingly employ illegal aliens. The Vendor clearly understands the regulations and penalties stated in the Indiana Code should conflicts arise.


Signature:
William A. Shumaker, Pres.
Printed Name:

Signature:

Printed Name:

Attachment 3

The Invoice Cover Sheet shall be attached and filled out for all invoices submitted to the City of Westfield.



Invoice Date:	
Invoice or App Number:	

Westfield Department of Public Works
 2706 East 171st Street
 Westfield, IN 46074
AP@westfield.in.gov

Westfield Project Name:	
Westfield Project Number:	
Westfield Project Manager:	
Westfield PO Number:	

1. Original Contract Amount	
2. Change Orders/Amendments	
3. Total Contract Amount (Line 1 + 2)	
4. Total Earned To Date	
5. Retainage (If Applicable)	
6. Total Earned Less Retainage (Line 4 less 5)	
7. Less Previous Payments (Line 6 from prior Invoice)	
8. Total Amount Payable This Invoice (Line 6 less 7)	
9. Balance to Finish, Including Retainage (Line 3 less 6)	

Please email this cover letter, along with your invoice to AP@westfield.in.gov with attention to the Westfield Project Manager associated with this project in order to expedite payment. If you need more information regarding the Westfield Project Name, Number, and PO Number, please contact the Westfield Project Manager, thank you!

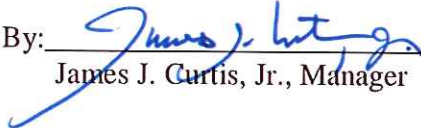
QUITCLAIM DEED

THIS INDENTURE WITNESSETH, that Sheehan-CSC, LLC, an Indiana 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 of which is hereby acknowledged, the real estate which is part of the Maple Knoll Apartments in the City of Westfield, Hamilton County, Indiana and more specifically described on Exhibit 1A and depicted on Exhibit 1B attached hereto and incorporated herein (the "Real Estate"). This conveyance is made subject to all existing easements and right-of-ways.

IN WITNESS WHEREOF, the Grantor has executed this deed, this 14th day of March, 2016, ~~2015~~.

SHEEHAN-CSC, LLC,
an Indiana limited liability company

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 SHEEHAN-CSC, LLC, an Indiana 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 14th day of March, 2016, 2015.



Beverly D. Reid
Notary Public - Signature

Beverly D. Reid
Notary Public - Printed

I am a resident of MARION County, Indiana.

My commission expires: 9/19/17.

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, Attorney-at-Law, Ice Miller LLP, One American Square, Suite 2900, Indianapolis, Indiana 46282.

ACCEPTED BY "GRANTEE":

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

By: _____ Date: _____
Andy Cook, Presiding Officer

By: _____ Date: _____
Randy Graham, Member

By: _____ Date: _____
Kate Snedeker, 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, Randy Graham, and Kate Snedeker, 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.

WITNESS my hand and Notarial Seal this _____ day of _____, 2015.

[SEAL]

Notary Public - Signature

Notary Public - Printed

I am a resident of _____ County, Indiana.

My commission expires: _____.

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.

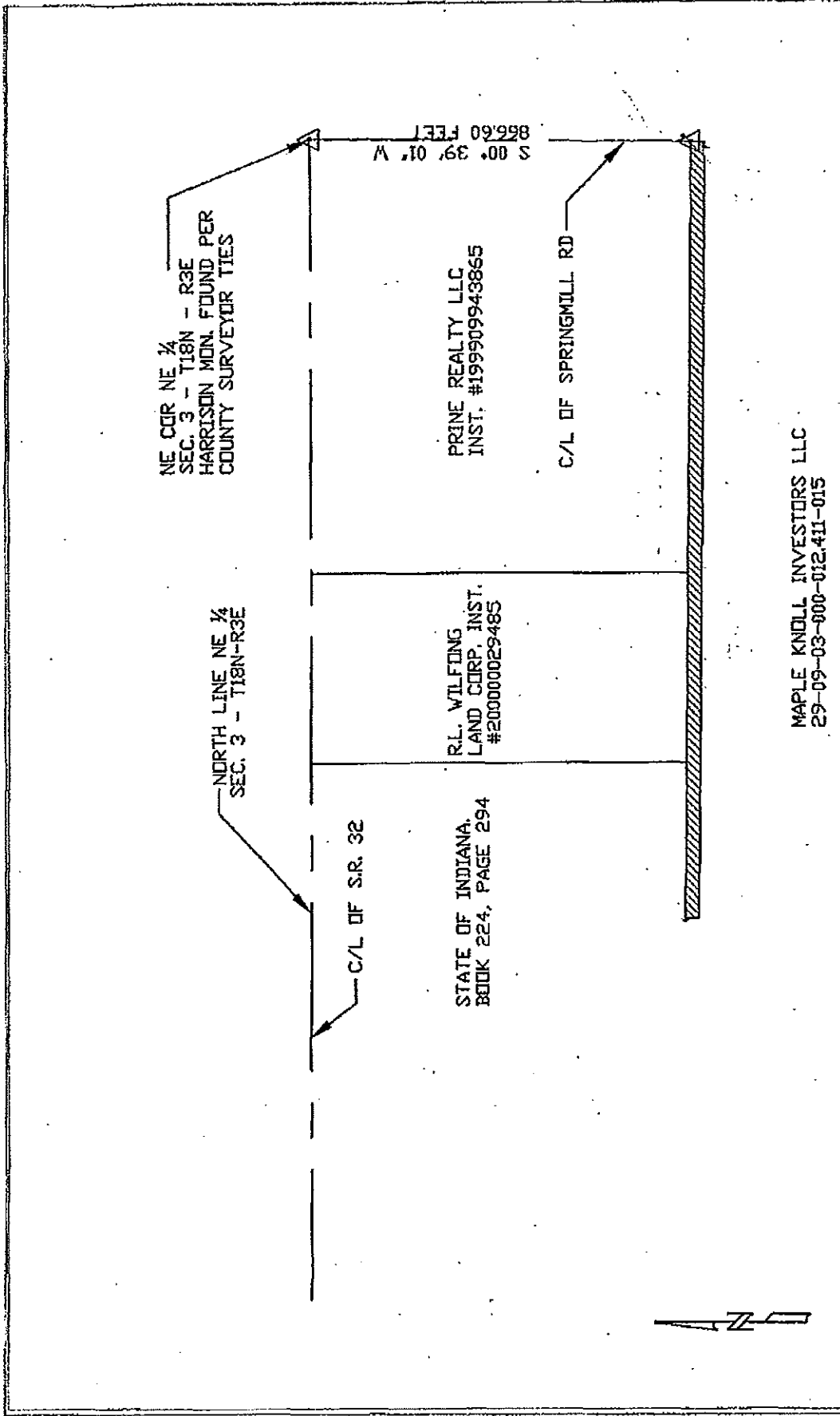


EXHIBIT 1B



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

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



**CITY OF WESTFIELD STORMWATER USER FEE
NON-RESIDENTIAL CREDIT APPLICATION**

APPLICATION TYPE: ☒ Initial Application ☐ Installation Verification ☐ Renewal Application	
APPLICANT NAME: Roman Catholic Diocese of Lafayette in Indiana, Inc. DBA, St. Maria Goretti Church & School	APPLICANT PHONE NUMBER: 317-867-3213 ext. 1127 Kevin Muller, Business Mgr.
APPLICANT EMAIL ADDRESS: k.muller@smgonline.org	APPLICANT MAILING ADDRESS: 17102 Spring Mill Rd. Westfield, IN 46074
PROPERTY ADDRESS: SAME	
PROPERTY UTILITY ACCOUNT NUMBER: 005820-001	PROPERTY PARCEL NUMBER: 08-09-03-00-00-014.000
CREDIT(S) APPLYING FOR: ☐ Established Development Credit ☐ Low Impact Development Credit ☐ Accredited Green Building Program Credit ☐ Stormwater Quantity Reduction Credit ☐ Stormwater Education Credit ☐ Stormwater Quality Improvement Credit ☒ Open Space Credit	
APPLICANT SIGNATURE: 	DATE: 7/18/2016

Submit application and attachments to:

City of Westfield
Public Works Department
Attn: Stormwater Management Division
2706 East 171st Street
Westfield, IN 46074

stormwater@westfield.in.gov
(317) 804-3190 Fax

Required attachments for the non-residential Low Impact Development Credit, Stormwater Quality Reduction Credit, Stormwater Quality Improvement Credit, Established Development Credit Accredited Green Building Program Credit, and Open Space Credit

INITIAL APPLICATION ATTACHMENTS	INSTALLATION VERIFICATION ATTACHMENTS	RENEWAL APPLICATION ATTACHMENTS
☒ Description Pg 4	☐ BMP(s) Easement Recorded (<i>for permanent BMPs</i>)	☐ Annual Reports
☒ Site Plan Pgs 5-7	☐ As-Built Plans	☐ Changes to Site Plan
☒ Calculations for Credit Pg 8	☐ Right-of-Entry Agreement	☐ Changes to BMP(s)
☒ Application Fee Enclosed	☐ O&M Agreement	☐ Photos of BMP(s)
	☐ Sample Annual Report	☐ Calculation of Credit
		☐ Application Fee

Required attachments for the non-residential Stormwater Education Credit

INITIAL APPLICATION ATTACHMENTS	INSTALLATION VERIFICATION ATTACHMENTS	RENEWAL APPLICATION ATTACHMENTS
☐ Description of Program	☐ Implementation Plan	☐ Previous Year Successes
☐ Calculations for Credit		☐ Description of Program
☐ Application Fee		☐ Calculation of Credit
		☐ Application Fee

For Stormwater Management Division Use

APPLICANT NAME:	PROPERTY ADDRESS:	
DATE RECEIVED:	RECEIVED BY:	
APPLICATION FEE: ___ \$100 ___ \$25 (Green Building & Education)		 ___ APPROVED ___ CREDIT PERCENT ___ NOTICE TO BILLING
___ DENIED (Reason) 		
STAFF SIGNATURE: 		DATE:
RENEWAL DATE: 		

Description

The Applicant, located at 17102 Spring Mill Rd., Westfield, IN. ("Property") operates a Roman Catholic Church and elementary school (grades kindergarten through 8th grade) on the premises. The school educates 265 local students. In addition to the church and the school buildings, the Property consists of a house for the priests, two paved parking lots, a playground, athletic fields, and a vast amount of open space.

The Applicant seeks a credit for Open Space and understands that two requirements must be met:

1. The Property must have less than 30% impervious cover as compared to the entire parcel.

The property has only 23% impervious cover. (See p. 8 for calculation)

2. The Property must manage storm water without connection to a piped storm water conveyance system.

The property has extensive areas in which storm water is managed without such a connection. The primarily includes the sports fields and undeveloped area, both of which are indicated on the map on p. 7. These areas contain no drainage systems, as can be seen on the site plan drawings on p. 5. We have also included for your reference a current aerial view of the property on p. 6.

Site Plan

SITE ANALYSIS

BUILDING AREA 27,476 sq. ft. (10.3 acres)
 PARKING AREA 100,000 sq. ft. (2.3 acres)
 TOTAL AREA 127,476 sq. ft. (2.9 acres)
 SETBACK AREA 100,000 sq. ft. (2.3 acres)

PARKING ANALYSIS

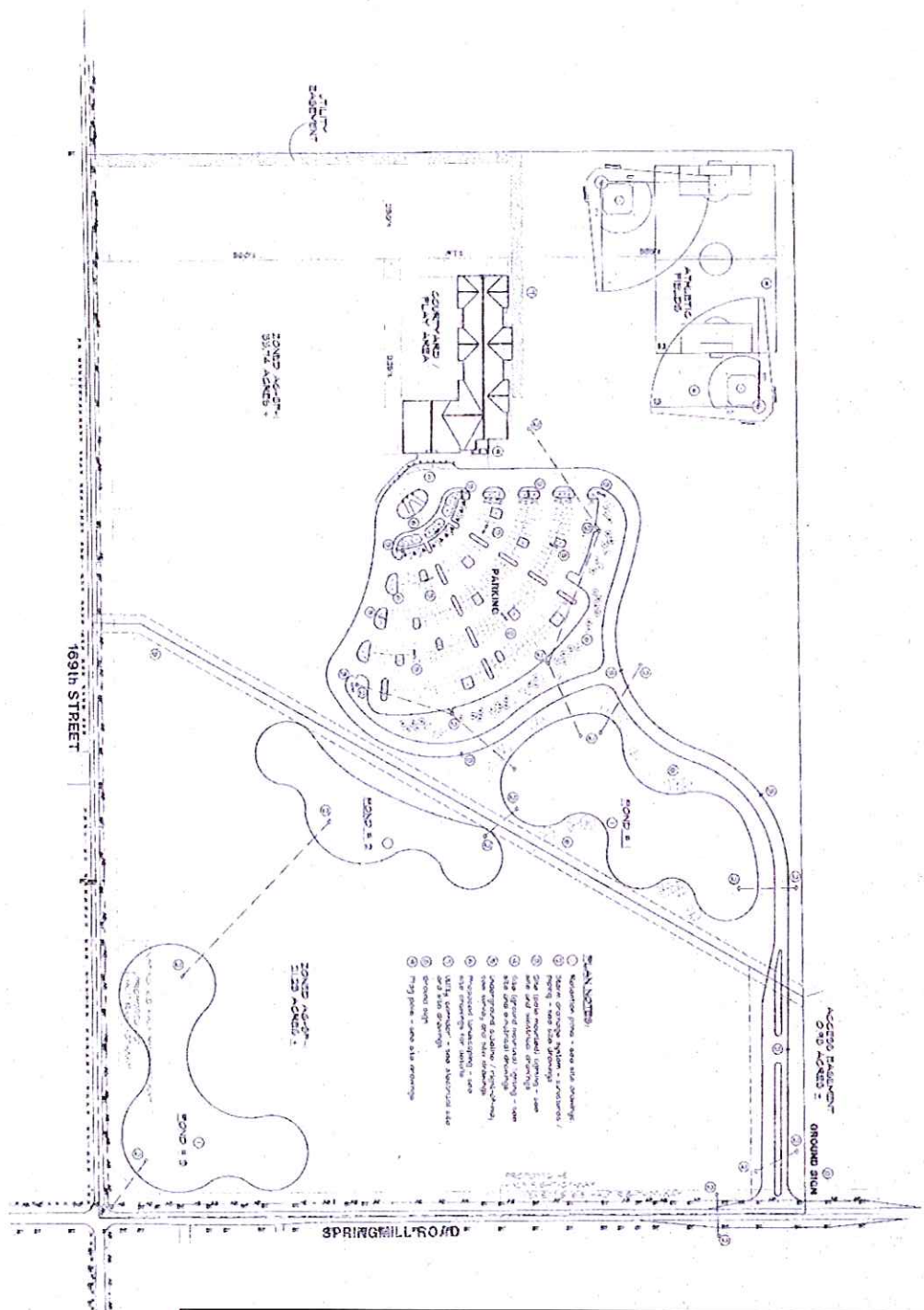
600 Spaces @ 2 Spaces/Space 1,200 Required
 Provided 1,000 200
 Accessible 11,000 5 0



GENERAL NOTES

1. The property is proposed as an existing structure. Major structural elements are shown in solid lines. Minor structural elements are shown in dashed lines.

2. Storm drainage is shown as a dashed line with arrows indicating flow direction.



Note: This is the original Site Plan Layout of our property including storm drainage systems, underground pipelines, utility corridors, and other related drawings.

SAINT
MARIA
 GORETTI
 ROMAN CATHOLIC PARISH
 169th Street at 20th Street and Springmill Road - Westfield, Indiana



ALAN H. ALLEN
 ENGINEER
 169th Street at 20th Street and Springmill Road - Westfield, Indiana
 317-251-6171

PROJECT NO. 14-0006
 SHEET NO. 1
AL1.1
 DATE: FEBRUARY 28, 1995
 SCALE: 1" = 100'-0"

Site Plan (cont'd)



Note: Current aerial view of parcel per City of Westfield Flex Viewer map (blue line represents edge of parcel).

Site Plan (cont'd)



Note: Major areas of the parcel managed without connection to a piped storm water conveyance. The areas are indicated in blue and include the Sports Fields and Undeveloped Area.

Calculations for Credit (cont'd)

Section 3.7 of the Manual lays out the "Open Space Credit", which states:

"20% credit for managing stormwater without connection to a piped stormwater conveyance system. These may include golf courses, parks, sports fields, etc. The property must have less than 30% impervious cover as compared to the entire parcel (or adjacent parcels with the same property owner)."

We have assessed our property and concluded that we have met the requirements for obtaining this 20% credit for the following reasons:

The following area measurements of our property were provided to us by the Westfield Stormwater Coordinator. These measurements were used in determining our stormwater rate.

1. Total Parcel Area (sq ft): 2,451,642.24
2. Impervious Cover (sq ft): 558,629.32

Based upon these measurements, we fall well short of the 30% threshold as indicated by the calculation below.

Calculation: $558,629.32 / 2,451,642.24 = 22.79\%$



Board of Works

Andy Cook
Randy Graham
Kate Snedeker

Clerk Treasurer

Cindy J. Gossard

Public Works Department

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

Memorandum

To: Westfield Board of Public Works & Safety

Date: July 27, 2016

Re: Public Works Project Report

Memo to Board Members

Dear Board Members, I would like to take this opportunity to update you regarding the current status of our Public Works Departments.

Westfield Public Works Executive Summary Progress Report

Street Maintenance

I would first like to give thanks to the maintenance crew for their efforts with WR4 and preparation for the Trump rally, at Grand Park. In addition to pothole repair efforts, we are actively maintaining stone shoulders. These efforts will continue throughout the summer along with ROW mowing and other routine maintenance requirements.

Park Maintenance

RAB landscaping is wrapping up. 156th/Spring Mill and 161st/Carey are complete, and Wheeler/GPB is finishing. Routine maintenance items, such as playground mulch, tree trimming, etc. are ongoing.

Notable changes since 6/22/16

1. 2016 Trail Connections

This is a trail project, which creates pedestrian connectivity on the north side of 161st from Spring Mill to Oak Ridge and along the south side of 169th Street from Oak Ridge to Westfield Park Blvd. Additionally, we are working to complete the Monon from SR32 north to 181st Street and the Monon/Midland loop from Sun Park Dr. to Asa Bales Park.

2. Mill Street Extension

The Mill Street project is a reconstruction and extension of Mill Street from SR32 to South Union St. This project will remediate the downtown flooding concern and will also create the southern boundary of the future Grand Junction Plaza. Heavy construction is well underway and going very well.

3. Westfield Boulevard Extension (West Access Rd.)

This is a new roadway project that runs from Westfield Blvd., under US 31 and terminates at a new roundabout on 151st. Land acquisition is nearly complete. Utility relocates and clearing are finishing and the project will bid in the coming weeks.

4. Midland Trail Section 4

Section 4 is the extension of the Midland from Gunther Blvd. to Gray Rd. Construction has begun and will finish in late summer or early fall.

Other Notable Projects

City Project Manager: Gary Pence

1. Ditch Road Extension

Project is currently designed and is awaiting funding. We are in the process of acquiring funding for this road and hope to begin the project later in 2017.

2. Towne Road from 156th Street to 166th Street

This project is for sight distance improvements, roadway widening, and three culvert replacements on Towne Road from 156th to 166th Streets. This project is INDOT funded (all phases are 70/30 split). Currently waiting for design contract to be approved by INDOT. Plan to have consultant start survey and design work this spring. Let expected July 2017.

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3. Oak Trace Elementary School Safe Road to School Study

Engineering study to improve safety for Oak Trace Elementary School. Waiting for INDOT funding approval to start study. Expect start August 2015.

City Project Manager: Phil Sundling

4. Westfield Boulevard Extension (West Access Road)

- Design completed
- New roadway project that runs from 151st west of Target to new underpass that INDOT built for Union Street
- We are currently in the R/W acquisition phase
- PE funded via Village Park TIF
- RW, CN funded with Utility Proceeds

5. Westfield Boulevard Connector (South Poplar Extension)

- In Design
- Des. No. awarded from INDOT
- Currently waiting on additional funding to be awarded by the state.
- Current plan to go from Park St. to 169th

6. 186th and Springmill RAB

- Approved by MPO
- 2017/2018 construction
- \$2-mil reimbursement from MPO (CN, CE)
- City will fund remaining portion

7. Red Line Mass Transit

- City committing \$146k match for PE and ENV services
- Multiple stops from 146th, Village Park, Downtown Westfield, Grand Park
- Construction in 2020 at the earliest

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July 27, 2016

Consent Agenda Items:

Public Works

Jeremy Lollar, Director
Angie Smitherman, Administration
Phil Sundling, Project Mgmt.
Adam Essex, Inspections
Travis Stetnish, Streets
Chris McConnell, Parks & Trails

Board of Works

Andy Cook
Randy Graham
Kate Snedeker

Clerk Treasurer

Cindy J. Gossard

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:

- Villages of Oak Manor, Sec. 3D & 3E – Bond #0202326 – Erosion Control - \$20,738.30
- Villages of Oak Manor, Sec. 3D & 3E – Bond #0202325 – Sidewalks - \$33,880.00
- Villages of Oak Manor, Sec. 3D & 3E – Bond #0202324 – Storm/Sewer - \$85,363.00
- Villages of Oak Manor, Sec. 3D & 3E – Bond #0202323 – Streets/Curbs - \$92,912.20
- Chatham Hills Clubhouse – Bond #9218550 – Erosion Control - \$21,030.90
- Chatham Hills Clubhouse – Bond #9218549 – Trail - \$20,344.50
- Chatham Hills Clubhouse – Bond #9218547 – Streets/Curbs - \$8,123.50
- Chatham Hills Clubhouse – Bond #9218548 – Storm Sewer - \$256,140.50
- Northview Church – Bond #4475487 – Streets/Curbs - \$105,422.90
- Northview Church – Bond #4475489 – Erosion Control - \$63,895.70
- Northview Church – Bond #4475488 – Storm Sewer - \$178,873.20
- Culvers – Westfield – Bond #9827961 – Erosion, Storm, Streets/Curbs, Sidewalks, Trails - \$289,685.00
- Mapleridge – Cash in Lieu – Erosion Control - \$3,379.78
- Central Christian Church – Bond #41346979 - Streets/Curbs, Erosion Control, Storm Sewer, Trails - \$406,236.00
- Bridgewater Apartments Phase 2 – Bond #5055839 – Erosion Control - \$15,745.00
- Bridgewater Apartments Phase 2 – Bond #5055838 – Sidewalk - \$77,095.00
- Bridgewater Apartments Phase 2 – Bond #5055837 – Storm Sewer - \$204,514.00
- Bridgewater Apartments Phase 2 – Bond #5055836 – Streets/Curbs - \$321,683.00
- Bridgewater L-3 Waterford Expansion – LOC #18126124-00-000 - Erosion - \$29,700.00
- Riverview – Westfield – Bond #10638091 – Storm/Sewer & Erosion - \$107,609.00

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Performance Bond Release

The Westfield Public Works Department is recommending that the Board of Public Works and Safety consider the following Performance Bond Releases by the requested developer:

- Brookside 5C – Bond #1117618 – \$107,628.00

Performance Bond Reduction

The Westfield Public Works Department is recommending that the Board of Public Works and Safety consider the following Performance Bond Reductions by the requested developer

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:

- Maple Village (Sonoma), Sec. 9 – Bond #B1221864 – Streets - \$8,030.00
- Maple Village (Sonoma), Sec. 9 – Bond #929630510 – Concrete Curbs - \$1,740.50
- Maple Villas – Bond #B1221870 – Street/Asphalt Path - \$16,460.00
- Maple Villas – Bond #Q91-7770251 – Concrete Curbs & Eyebrow - \$5,420.00

Maintenance Bond Release

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



Public Works

Jeremy Lollar, Director
Angie Smitherman, Administration
Phil Sundling, Project Mgmt.
Adam Essex, Inspections
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