



CITY OF WESTFIELD, IN
Board of Public Works_Meeting_Agenda_06_28_2017

Wednesday, June 28, 2017 at 01:00 PM

BOARD OR COMMISSION: Board of Public Works and Safety

MEETING DATE: Wednesday, June 28, 2017 at 01:00 PM

MEETING PLACE: Westfield Public Works- Large Conference Room

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

AGENDA ITEMS

Meeting Minutes Consideration for Approval

Action Item #1:

Minutes - May 24, 2017

Documents: [May 24, 2017 Meeting Minutes](#)

Bid Approval

Construction Standards & Specifications Changes

Change Orders

Contracts/Leases

Action Item #2:

Signing Authority - City of Westfield & The Etica Group re: 161st Street and Union Street Roundabout Contract Amendment to Add Environmental Services

Documents: [Signed Contract Amendment](#) | [Signing Authority](#)

Agreements and/or Memorandum of Understanding (MOU)

Action Item #3:

Rainbow Childcare RIF Payment Installment Agreement

Documents: [Rainbow RIF Installment Agreement](#)

Action Item #4:

Conflict of Interest - Dennis Everitt

Documents: [COI Everitt](#)

Consent Agenda

Sheffield Park Impact Fee Assignment

Documents: [Assignment Agreement](#)

ESU Expedition Disposal - WPD

Documents: [Expedition Disposal](#)

June Bond Information

Documents: [June Bond Information](#)

Department Reports

Fire

Documents: [WFD May Report](#)

Police

Documents: [WPD May Report](#)

Public Works

Documents: [WPW Report](#)

Grand Park

THE WESTFIELD BOARD OF PUBLIC WORKS AND SAFETY May 24, 2017

The Westfield Board of Public Works and Safety met on May 24, 2017 at the Westfield Public Works Conference Room. Present were, Mayor Cook, Randy Graham, Kate Snedeker, Deputy Clerk Treasurer, Kim Strang, and Nikki Finelli, legal counsel.

Randy Graham called the meeting to order at 1:03 P.M.

AGENDA ITEMS:

Action Item #1: Meeting Minutes Consideration for Approval:

Mayor Cook made the motion to approve the April 26, 2017 meeting minutes as presented. Randy Graham seconded. Vote: Yes-2; No-0. Motion carried.

Randy Graham noted that Kate Snedeker joined the meeting at 1:05.

RESOLUTIONS:

Action Item #2: Resolution of the Westfield Board of Public Works-Quitclaim Deeds

The Mayor explained that these Quitclaims were associated with the Midland Trail. The land was not needed for the trail and will be quitclaimed to C. Stephen Roudebush, LLC and BDL Properties, LLC.

Kate Snedeker made the motion to approve Action Item #2 as presented. Mayor Cook seconded. Vote: Yes-3; No-0. Motion carried.

CONTRACTS/LEASES:

Action Item #3: 2017 Road Striping Project

Public Works Director, Jeremy Lollar presented explaining this is an annual to repaint road lines etc. This is a contract for goods and services costing \$108,889.30.

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

Action Item #4: Wastewater Treatment Plant Lagoon Closure-Construction Contract

Jeremy Lollar stated that the wastewater lagoons north of the Public Works Complex needs a clean closure process which will remove all contaminated soil and materials from the ponds. The price of this contract is \$1,428,489.47.

The motion to approve Action Item #4 was made by Kate Snedeker. Mayor Cook seconded. Vote: Yes-3; No-0. Motion carried.

Action Item #5: Pierce Manufacturing & City of Westfield-Purchase of New Fire Truck

Asst. Fire Chief, Joe Lyons and Sr. Firefighter, Mike Blech spoke to the board on the purchase of a New Fire Truck explaining that this Item had already been approved by the Council. They saved the City \$20,536.00 by entering into a 100% prepay agreement with Pierce. The price of the new pumper truck is \$517,020.00. Deputy Mayor, Todd Burtron also spoke saying the source of the funding is the new GO Bond. The Council had approved funding at the May 22, 2017 Council Mtg. No action was needed on this item.

AGREEMENTS/MEMORANDUM OF UNDERSTANDING (MOU)

Action Item #6: Harmony Roundabout- Liquidated Damages Agreement

Phil Sundling presented this stating that there will be a new roundabout at the Harmony Subdivision north of 146th St. and Ditch Rd. This agreement will allow for a 60-day closure to assess damages if needed. The developer will pay \$1000 per day, for each day needed after the 60-day period.

Mayor Cook made the motion to approve the agreement. Randy Graham seconded. Kate Snedeker abstained. Vote: Yes-2; No-0. Motion carried.

Action Item #7: Shelby Materials- Development Agreement

Phil Sundling also presented this explaining Shelby Materials will install a passing blister on Mule Barn Rd. into the facility for safety reasons. They are having issues acquiring the land for the blister and are asking the City for imminent domain as part of our UDO. They are also asking the City to apply Road Impact fees to improve Mule Barn Rd. from US 32 up to their facility.

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

CONSENT AGENDA:

Primrose Road Impact Fee Payment Installment Agreement

May Bond Information

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

DEPARTMENT REPORTS:

- **Fire** –Asst. Chief Lyons
- **Police**- Chief Rush
- **Public Works**- Jeremy Lollar

With no further business, Randy Graham made the motion to adjourn. Mayor Cook seconded. The meeting was adjourned at 1:40P.M.

Deputy Clerk-Treasurer

Board of Public Works and Safety

Westfield Police Department

Monthly Performance Measures Report



Board of Public Works & Safety

May 2017

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WESTFIELD POLICE DEPARTMENT

May 2017

Events by Nature

911 Hang Up	27
Abandoned Vehicle	9
Abuse / Neglect	2
Accident - Hit & Run	13
Accident - Other	0
Accident - Property Damage	52
Accident - Personal Injury	7
Accident - Unknown	9
Alarm - Other	4
Alarm - Burglar	156
Alarm - Hold Up	10
Animal Bite / Attack	4
Animal Complaint	35
Assist Fire	33
Assist Other Department	13
Assist Public	31
Battery	6
Burglary	9
Case Follow Up	96
Child Seat Inspection	1
Civil Dispute	20
Criminal Mischief	33
Death Investigation	1
Directed Patrol	1250
Disturbance	23
Driving Complaint	121
Drug Complaint	11
Fight	2
Firearms Shots	2
Found / Lost Property	18
Found Person	1
Fraud / Deception	26
Harassment	20
Intoxicated Person	4
Investigation	8
Juvenile Complaint	17

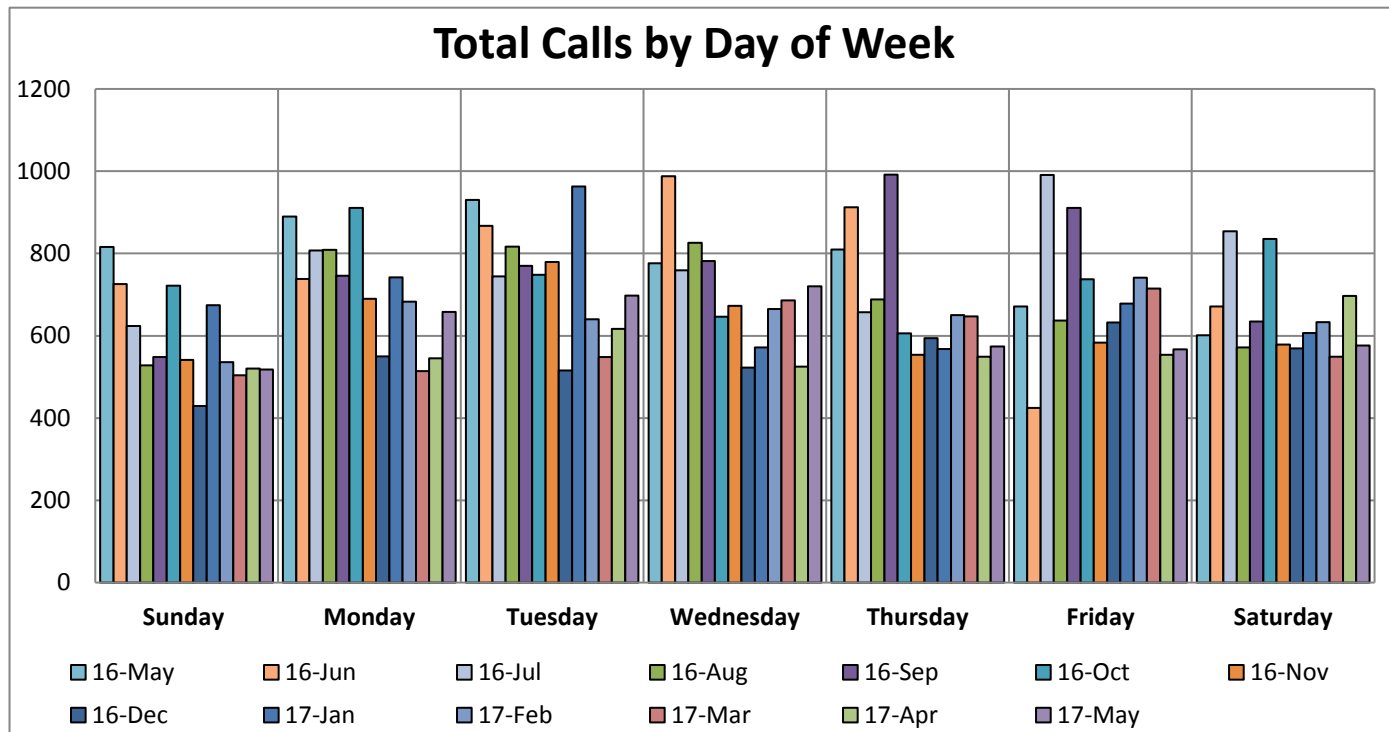
K9 Detail	0
Kidnapping	0
Lock Out	79
Loud Party	5
Mental Emotional - Violent	6
Mental Person	12
Miscellaneous	11
Missing Person	7
Nuisance	4
Ordinance Misc.	20
Parking Complaint	17
Physical Disturbance	15
Reckless Activity	1
Road Rage	4
Runaway	2
Security Check	665
Sex Offense	6
Special Detail	0
Suspicious Activity	115
Suspicious Package	0
Theft	45
Theft - From a Vehicle	6
Theft - of a Vehicle	3
Threat to Life	10
Threatening Suicide	8
Tow Release	0
Traffic Hazard	68
Transport	1
Trespassing	8
Traffic Stop	1010
Unknown Call for Police	1
VIN Check	37
Wanted	1
Warrant Service	11
Weapons Complaint	1
Welfare Check	50
Total	4311

WESTFIELD POLICE DEPARTMENT

May 2017

Total # of Calls by Day of Week

DAY	16-May	16-Jun	16-Jul	16-Aug	16-Sep	16-Oct	16-Nov	16-Dec	17-Jan	17-Feb	17-Mar	17-Apr	17-May
Sunday	816	726	624	528	548	722	541	429	674	536	504	520	518
Monday	890	738	807	809	746	911	690	550	742	683	514	545	658
Tuesday	930	867	744	817	770	748	779	516	963	640	548	617	698
Wednesday	776	988	759	826	782	646	673	523	572	665	686	525	720
Thursday	810	912	657	688	992	606	554	594	568	650	647	549	574
Friday	671	425	991	637	911	737	583	632	678	741	715	554	567
Saturday	601	671	854	572	635	835	579	569	607	633	549	697	576
TOTAL	5494	5327	5436	4877	5384	5205	4399	3813	4804	4548	4163	4007	4311



WESTFIELD POLICE DEPARTMENT

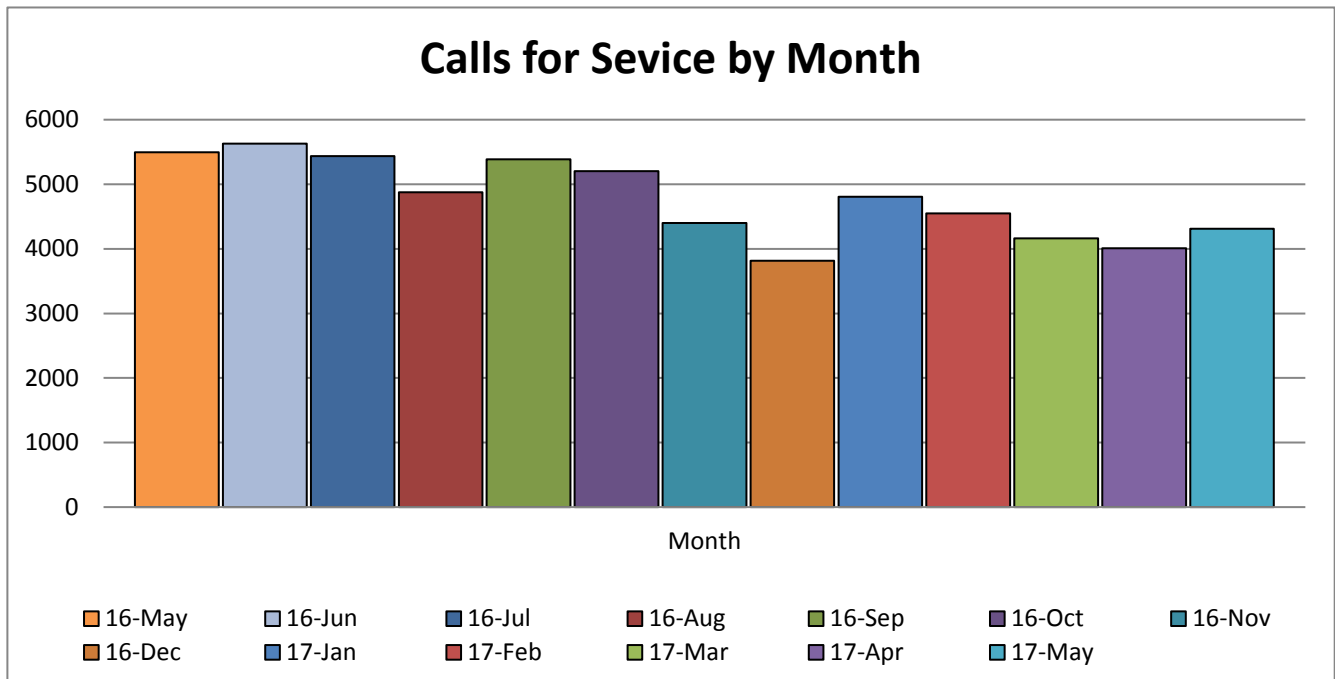
May 2017

Total # of Calls by Hour of Day

HOURL	16-May	16-Jun	16-Jul	16-Aug	16-Sep	16-Oct	16-Nov	16-Dec	17-Jan	17-Feb	17-Mar	17-Apr	17-May
0	211	266	310	217	268	258	197	182	237	209	174	159	182
1	213	195	232	209	261	262	256	182	280	215	201	143	181
2	179	186	182	183	228	204	191	131	198	222	154	139	138
3	154	197	174	163	167	211	168	116	139	172	171	116	124
4	97	112	131	122	115	137	94	91	144	146	140	89	152
5	231	185	215	159	184	218	174	117	238	255	225	185	181
6	308	266	273	210	262	247	183	162	287	294	238	184	245
7	331	287	222	262	271	246	211	226	219	232	269	240	207
8	231	256	195	264	247	223	173	176	166	191	184	223	215
9	226	248	205	185	198	193	170	147	151	145	150	175	168
10	314	348	258	296	293	242	235	208	169	196	229	243	238
11	231	230	210	183	205	166	169	160	124	131	142	151	152
12	187	181	168	140	168	156	163	115	132	151	164	148	158
13	263	260	189	242	224	206	175	179	220	154	193	201	185
14	251	224	220	209	232	193	213	155	219	184	170	221	186
15	244	194	232	194	203	181	179	143	169	172	156	196	179
16	211	212	180	140	170	130	134	112	147	142	136	143	156
17	209	259	230	203	234	177	125	139	138	149	122	137	174
18	369	434	383	323	363	350	323	291	332	258	205	211	243
19	323	275	344	259	302	326	271	211	285	228	197	192	201
20	100	76	105	108	150	178	136	131	120	124	96	70	120
21	154	180	183	167	150	188	87	93	150	128	111	85	128
22	227	272	316	225	223	229	175	162	279	191	163	165	199
23	230	284	279	214	266	284	197	184	261	259	173	191	199
TOTAL	5494	5627	5436	4877	5384	5205	4399	3813	4804	4548	4163	4007	4311

WESTFIELD POLICE DEPARTMENT

May 2017



WESTFIELD POLICE DEPARTMENT

May 2017

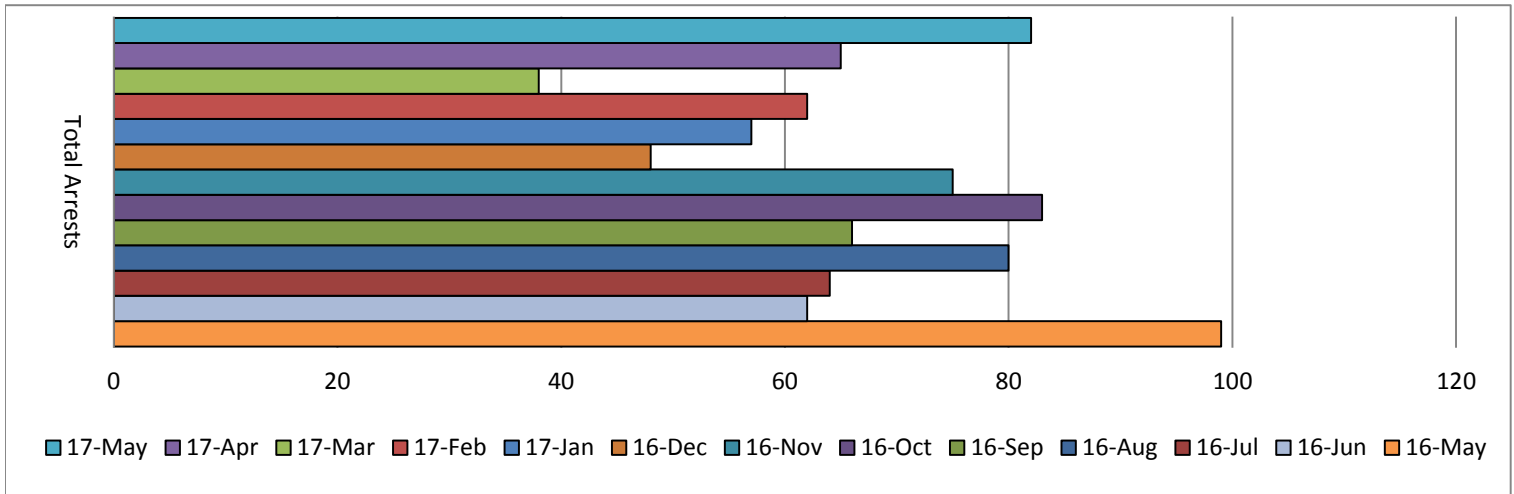
UCR OFFENSES

OFFENSE	16-May	16-Jun	16-Jul	16-Aug	16-Sep	16-Sep2	16-Nov	16-Dec	17-Jan	17-Feb	17-Mar	17-Apr	17-May
Arson	0	0	0	0	0	0	0	0	0	0	0	0	0
Homicide	0	0	0	0	0	0	0	1	0	0	0	0	0
Rape	1	0	0	0	0	1	0	0	0	0	0	0	0
Robbery	0	0	0	0	0	0	1	0	3	0	0	1	0
Battery - Aggravated	2	0	0	2	0	6	1	1	2	4	1	1	3
Battery - Simple	11	11	13	23	18	10	22	18	11	9	13	14	20
Burglary	2	2	1	5	3	0	1	1	7	2	4	0	0
Theft	44	37	44	30	25	31	36	18	33	25	27	18	32
Motor Vehicle Theft	1	2	1	1	3	1	1	1	2	0	2	3	2
TOTAL	61	52	59	61	49	49	62	40	58	40	47	37	57

WESTFIELD POLICE DEPARTMENT

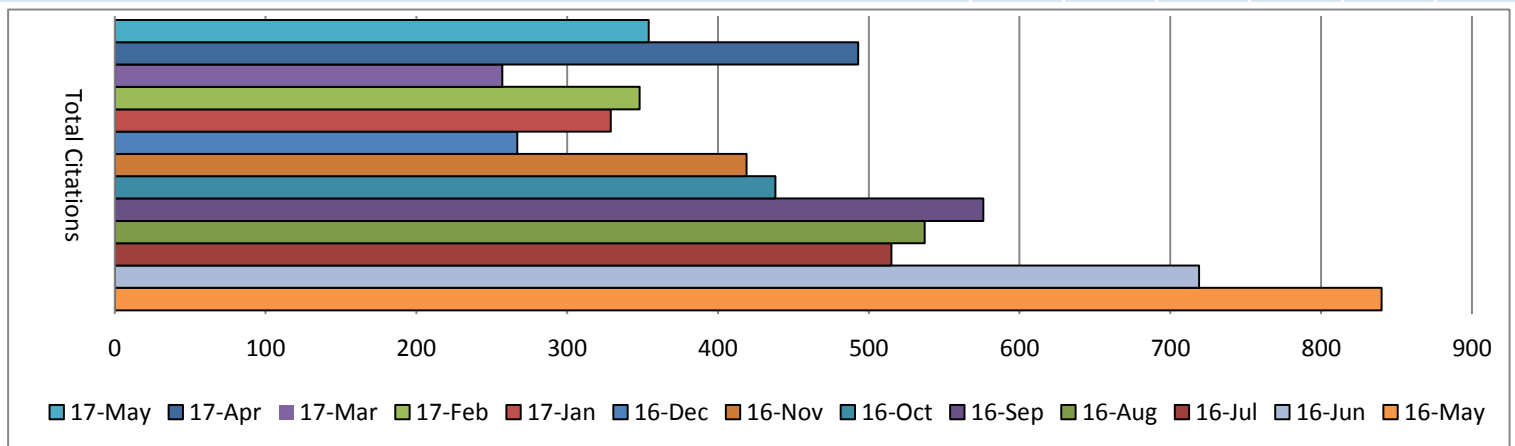
May 2017

Arrest Reports Taken	16-May	16-Jun	16-Jul	16-Aug	16-Sep	16-Oct	16-Nov	16-Dec	17-Jan	17-Feb	17-Mar	17-Apr	17-May
Alcohol/ Drug Related	50	23	37	32	26	33	32	15	21	35	17	26	17
Felony Charges	27	17	18	17	9	20	27	20	24	21	17	23	12
Misdemeanor Charges	131	86	83	94	74	106	98	57	75	79	35	106	81
Total Arrests	99	62	64	80	66	83	75	48	57	62	38	65	82



Traffic	16-May	16-Jun	16-Jul	16-Aug	16-Sep	16-Oct	16-Nov	16-Dec	17-Jan	17-Feb	17-Mar	17-Apr	17-May
Total Citations	840	719	515	537	576	438	419	267	329	348	257	493	354
Total Written Warnings	1307	1366	1211	1205	1481	1112	932	867	947	1059	476	707	641
Total Traffic Accidents	46	60	45	63	66	65	59	94	74	50	47	57	51
Property Damage	39	51	39	50	56	54	50	77	65	41	41	50	43
Personal Injury	7	9	6	13	10	11	9	16	9	9	6	7	8
Fatality	0	0	0	0	0	0	0	1	0	0	0	0	0
Hit and Run*	8	8	6	4	4	8	5	13	9	11	6	7	6

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

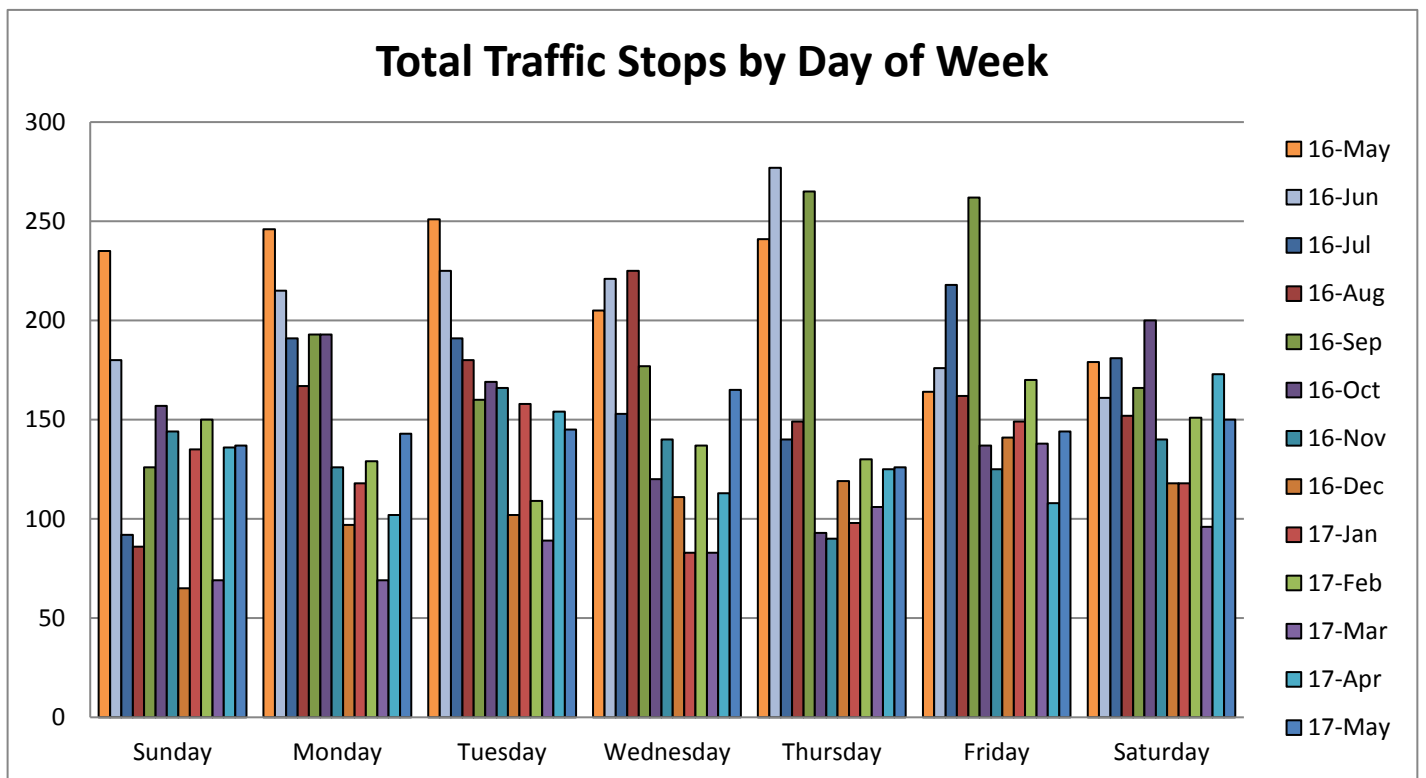


WESTFIELD POLICE DEPARTMENT

May 2017

Traffic Stops by Day of Week

Day:	16-May	16-Jun	16-Jul	16-Aug	16-Sep	16-Oct	16-Nov	16-Dec	17-Jan	17-Feb	17-Mar	17-Apr	17-May
Sunday	235	180	92	86	126	157	144	65	135	150	69	136	137
Monday	246	215	191	167	193	193	126	97	118	129	69	102	143
Tuesday	251	225	191	180	160	169	166	102	158	109	89	154	145
Wednesday	205	221	153	225	177	120	140	111	83	137	83	113	165
Thursday	241	277	140	149	265	93	90	119	98	130	106	125	126
Friday	164	176	218	162	262	137	125	141	149	170	138	108	144
Saturday	179	161	181	152	166	200	140	118	118	151	96	173	150
TOTAL	1521	1455	1166	1121	1349	1069	931	753	859	976	650	911	1010



WESTFIELD POLICE DEPARTMENT

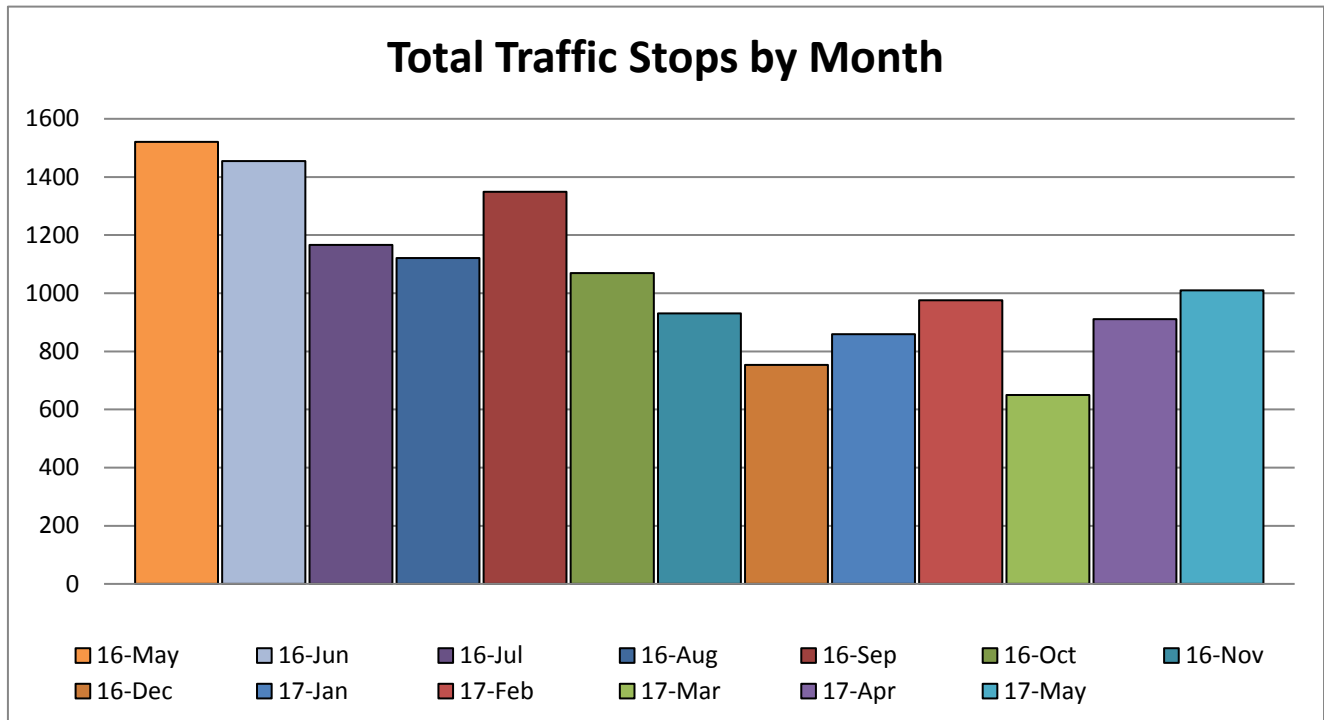
May 2017

Traffic Stops by Hour of the Day

Hour:	16-May	16-Jun	16-Jul	16-Aug	16-Sep	16-Oct	16-Nov	16-Dec	17-Jan	17-Feb	17-Mar	17-Apr	17-May
0	47	70	61	47	70	57	54	43	42	40	32	46	53
1	40	34	41	38	40	39	49	23	24	35	17	29	40
2	15	19	17	11	21	23	27	11	15	18	12	14	29
3	9	2	6	10	16	19	20	1	9	15	9	10	12
4	20	11	6	8	9	20	11	3	7	6	5	10	8
5	18	22	7	5	17	11	12	2	9	6	5	3	4
6	44	39	47	23	28	22	11	11	19	17	7	22	29
7	103	69	60	77	47	50	48	31	49	59	34	59	65
8	84	90	28	62	80	56	32	45	44	62	47	52	73
9	78	75	76	52	63	48	50	35	41	55	30	50	52
10	120	140	116	97	114	79	68	64	48	80	64	91	83
11	79	82	73	56	56	53	40	31	26	50	34	53	44
12	63	51	39	30	41	31	42	33	31	53	38	58	32
13	96	77	47	68	55	67	43	44	70	48	50	65	51
14	109	71	67	63	72	45	63	46	66	44	38	54	54
15	88	65	60	60	74	44	38	32	40	34	18	48	36
16	67	58	32	26	44	31	16	20	27	22	14	22	22
17	61	55	39	35	48	23	13	12	19	22	12	24	31
18	126	130	96	98	101	61	70	69	64	61	27	34	58
19	102	93	63	54	96	67	58	59	47	47	37	42	53
20	17	6	8	28	49	37	27	31	23	27	9	11	29
21	30	41	29	42	47	50	13	17	28	44	18	9	17
22	55	81	76	71	71	63	58	40	74	60	48	40	58
23	50	74	72	60	90	73	68	50	37	71	45	65	77
TOTAL	1521	1455	1166	1121	1349	1069	931	753	859	976	650	911	1010

WESTFIELD POLICE DEPARTMENT

May 2017



**Westfield Police Department
Community Events
May 2017**

5/10 Bike to School

5/12 Coffee with a COP

5/18 Daisy Girl Scout Troop PD Visit - Nights A

5/20 Relay for Life

5/24 Cub Scout PD Visit – Nights B

5/25 Girls Scout Personal Safety – Officer Larrison

5/30 Coffee with a COP

**Westfield Police Department
Monthly Training Summary
May 2017**

5/1-5 Bloodstain Evidence 1 – Kautzman

5/1-5 ESU Weeklong

5/4-5 Human Terrain Mapping and Behavior Pattern Recognition – Officer Meier

5/8-12 Bloodstain Evidence 1 – Kautzman

5/8-10 FBI-LEEDA Annual Executive Training Conference – Capt. Hollowell and Capt. Lowes

5/15-18 Department Firearms

5/22-23 Advanced Vehicle Contraband Concealment – Officer Burtron

CONTRACT AMENDMENT NO. 1
FOR
CONSULTANT SERVICES

THIS CONTRACT AMENDMENT, made and entered into this 20th day of June, 2017, by and between City of Westfield (hereinafter referred to as the "OWNER"), and The Etica Group, Inc. 7172 N. Keystone Ave, Suite G Indianapolis, IN 46240 (hereinafter referred to as the "CONSULTANT").

WITNESSETH

WHEREAS, the OWNER and the CONSULTANT did, November 8, 2016. Entered into a contract for 161st Street at Union Street, Roundabout , and

WHEREAS, the City of Westfield desires the CONSULTANT to amend the contract for the following supplemental services Environmental Services, and as per "Attachment A"

WHEREAS, in order to provide for the completion of these supplemental services, it is necessary to amend and the original contract by the amount of \$29,963 (TWENTY-NINE THOUSAND NINE HUNDRED SIXTY-THREE DOLLARS) as per "Attachment C".

The CONSULTANT shall provide the OWNER with the following professional services (the "Work"):

The CONSULTANT shall perform the Work as set forth in "Attachment A", which is incorporated hereunto and made a part of this Agreement.

SECTION II. SCHEDULE

The CONSULTANT shall begin the Work to be performed under this Agreement upon receipt of written Notice-to-Proceed from the OWNER, and shall deliver the Work to the OWNER in accordance with the schedule contained in "Attachment B", which is incorporated hereunto and made a part of this Agreement. The CONSULTANT shall not begin Work prior to the date of the notice to proceed.

SECTION III. COMPENSATION

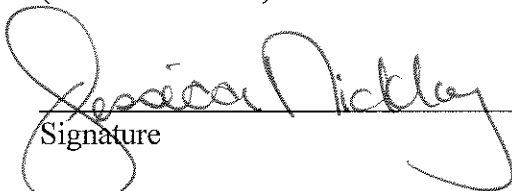
The CONSULTANT shall receive payment for the Work performed under this Agreement as set forth in "Attachment C", which is incorporated hereunto and made a part of this Agreement. The CONSULTANT agrees to submit billings for Work completed with reasonable expediency. Upon the OWNER's receipt of payment from the OWNER, covering Work which has been performed by the CONSULTANT, the OWNER will make prompt payment for such Work to the CONSULTANT (typically within thirty (30) days of receipt of the invoice). If in the event the

project is stopped or cancelled after written or verbal Notice to Proceed, the OWNER also agrees to pay the CONSULTANT for Work complete to date.

SECTION IV. GENERAL PROVISIONS

1. The Standard Terms and Conditions, as set forth in "Attachment D", are incorporated hereunto and made a part of this Agreement.

IN TESTIMONY WHEREOF, the parties hereto have executed this Agreement, the day and year first above mentioned.

_____	<u>The Etica Group, Inc.</u>
(OWNER)	(CONSULTANT)
_____	
Signature	Signature
_____	<u>Jessica Nickloy,</u>
Name	Name
_____	<u>President</u>
Title	Title
_____	<u>6/21/17</u>
Date	Date

Attachment A

SCOPE OF WORK

A. PROJECT DESCRIPTION

- a. Project description as per original Contract effective November 8, 2016.

B. SCOPE OF WORK

- a. Scope in accordance with attached Cardno Proposal to Etica Group and attached fee justification from Etica Group to OWNER.
- b. Scope includes Task 1-4 within Cardno Proposal
 - i. Task 1 – Red Flag Investigation
 - ii. Task 2 – Ecological Investigation
 - iii. Task 3 – Cultural Resources Investigations / Section 106 Compliance
 - iv. Task 4 – NEPA Documentation / Categorical Exclusion

C. DELIVERABLE

- a. Deliverables shall be in accordance with attached Cardno Proposal



June 2, 2017

Cardno

3901 Industrial Boulevard
Indianapolis, IN 46254
USA

Phone: +1 317 388 1982
Fax: +1 317 388 1986

www.cardno.com

Jonathan Nail, P.E
Transportation Engineering Manager
The Etica Group
1924 S. Dan Jones Road
Avon, IN 46123

**Subject: 161st Street and S. Union Street Roundabout
Hamilton County, Indiana**

Dear Mr. Nail:

Cardno, Inc. (Cardno) appreciates the opportunity to provide this proposal for environmental services for City of Westfield's 161st Street and S. Union Street Roundabout in Hamilton County, Indiana. This scope of work and pricing estimate was completed for the project area as shown on the preliminary layout provided by Etica Group to Cardno on May 26, 2017.

Cardno Inc. will complete the environmental documentation for the City of Westfield roundabout project located at the intersection of 161st and South Union Streets. The documentation will be completed in general accordance with Indiana Department of Transportation's 2008 Procedural Manual for Preparing Environmental Documents, the Categorical Exclusion (CE) Preparation Manual (July 2013) and the Local Public Agency (LPA) Project Development Process Guidance Document for Local Federal-Aid Projects (December 22, 2016 version). The following are the tasks associated with completing the environmental documentation:

- Task 1 – Red Flag Investigation
- Task 2 – Ecological Investigation – Regulated Waters and Bat Habitat Assessment
- Task 4 – Cultural Resources Investigations/Section 106 Compliance
- Task 5 - NEPA Documentation/Categorical Exclusion

Task 1 - Red Flag Investigation: Cardno will prepare the Red Flag Investigation (RFI) to identify any potential environmental concerns and once reviewed by the Client will submit to INDOT for review. As part of this process, Cardno will submit an information request to the Indiana Department of Natural Resources – Division of Nature Preserves to identify any protected resources within a half mile of the project area. The RFI will be conducted in compliance with the current INDOT – Hazardous Materials Unit Operating Manual.

RFI Assumptions:

- This scope of work does not include any additional hazardous materials investigations that may be warranted, such as Phase I or Phase II Environmental Site Assessments.

The Etica Group
June 2, 2017



Task 3 –Ecological Investigation

Task 3.1 Regulated Waters Delineation and Reporting

As directed by Etica Group (Client), Cardno will complete an investigation of the project site to determine, if present, the limits of wetlands and waters of the United States and waters of the State, including ephemeral streams and headwaters. This field investigation will also include the documentation of other biological resources, such as flora and fauna, threatened and endangered species habitat, and wildlife corridors. The delineator shall be responsible for providing individual readings for stream depth and width at the ordinary high water mark (OHWM) and also providing average depth and width for the portion of the waterway within the study area. If streams are present, the team will perform Stream Function/Value Analysis for associated streams, which includes the Qualitative Habitat Evaluation Index (QHEI), or the Headwater Habitat Evaluation Index (HHEI) according to the Ohio Environmental Protection Agency's (OEPA). The delineation will be completed based on observations made during the field visit, and information collected from soils maps, topographic data, aerial photography, available stream gage data, floodplain data, and the National Wetlands Inventory. Wetlands will be delineated using the procedure described in the U.S. Army Corps of Engineers' (USACE) "Wetland Delineation Manual (1987)" and the "Regional Supplement to the Corps of Engineers Wetland Delineation Manual: Midwest Region (Version 2.0) 2010".

Cardno will map any wetlands found onsite using a sub-meter accurate GPS unit. Mapping will include the overall wetland boundary as well as boundaries between various plant communities within the wetland. The wetlands and waterways will not be flagged, unless requested by the Client. Cardno will provide a digital file with the boundaries of the wetlands and waterways to the Client for inclusion in the design plans.

The results of the ecological survey will be summarized in a Regulated Waters Report. The report will follow the current requirements and guidance from INDOT and USACE. The delineation report and documentation will include Routine Onsite Determination Method data forms, photographs of wetlands and other waters, a site plan showing location of the waters, and detailed descriptions. The report will also discuss the associated permitting and mitigation requirements for proposed impacts to regulated waters.

As required by INDOT, for projects having involvement with waters where compensatory mitigation is required, quality shall be determined using FQI for wetlands and HHEI/QHEI for lotic waters or other approved assessment methods. Information regarding site quality shall be summarized in the transmittal letter and data sheets shall be included in the report.

Task 2.1 Bat Habitat Assessment

During the field investigation, Cardno will assess the area for potential bat habitat and document any potential roost trees. Once the RFI has been reviewed by INDOT, Cardno will complete the Range-wide Programmatic Consultation for Indiana Bat and Northern Long-eared Bat Scoping Worksheet to determine applicability of programmatic agreement and need for informal consultation with the United States Fish and Wildlife Service (USFWS). If required, Cardno will complete the USFWS Project Information Form and will provide to INDOT for further coordination.

Ecological Investigation Assumptions:

- The client will provide the project area in a digital format
- Access to the site will be obtained by the Client prior to the field investigation

- A Biological Assessment and Section 7 Consultation are not included within this Scope of Services. The Section 7 Consultation process is triggered by a proposed action involving a federal agency's authorization of a major construction activity and the proposed action has the potential to affect listed species or species proposed for listing. Specific Threatened and Endangered Species (T&E) assessments will not be conducted by the Project Team under this Scope of Services. Special species field surveys, such as mist netting for Indiana Bat, fish/mussels or other T&E field surveys are not included in this Scope of Services.

NOTE: GPS mapping is intended to meet U.S. Army Corps of Engineers accuracy requirements but is not intended to represent a legal boundary survey.

Task 3 – Cultural Resource Investigation/Section 106 Compliance:

TASK 3.1: Phase Ia Archeological

Cardno will conduct a Phase Ia Archaeological Records Review and Reconnaissance (Phase Ia) to meet project needs under Section 106 of the National Historic Preservation Act (NHPA) and conform to the INDOT-CRO and Indiana Department of Natural Resources-Division of Historic Preservation and Archaeology (IDNR-DHPA) guidelines. Based on our understanding, the project will require new right of way (ROW), which necessitates a Phase I archaeological reconnaissance prior to ground disturbance. Cardno will conduct a Phase Ia archaeological records review and reconnaissance survey to identify sites that may be eligible for the NRHP, and determine the proposed project's effects on any NRHP-eligible sites. For the purposes of this proposal, Cardno assumes that up to 50 shovel probes will be required to cover areas that appear to be relatively undisturbed. We assume that no archaeological sites would be identified as a result of the Phase Ia, therefore requiring an archaeological short report. In the event a site is identified, recordation, analysis, and curation are beyond the scope of this agreement and will be completed on a time and materials basis.

A draft technical report will be submitted to the client within approximately 3 weeks following completion of field survey. The report will include the results of the records review, field methods, survey results, analysis and recommendations. Cardno will assess the significance of any recorded archaeological sites according to the eligibility criteria for listing in the NRHP. Cardno will produce electronic copies of the draft Phase Ia report and submit to the INDOT-CRO for review and approval. Following approval from INDOT-CRO, we will prepare two (2) hard copies of the report for submittal to the IDNR-DHPA for their review and concurrence. Cardno assumes a 30-day period for IDNR-DHPA response. The concurrence letter from IDNR-DHPA will be included in the Section 106 consultation documentation.

TASK 3.2: Historic Property Report

The Cardno team will prepare a letter to the INDOT-CRO requesting input on the need (or lack thereof) for a Historic Properties Report (HPR). Given the complete lack of structures within the estimated Area of Potential Effect, Cardno assumes that no HPR will be required for this project.

Task 3.3: Section 106 Consultation

Due to federal funding from the Federal Highway Administration (FHWA), the project will require review under Section 106 of the NHPA (36 CFR Part 800). Cardno will prepare the appropriate 800.11 documentation based on the results of the HPR consultation and Archaeological Reconnaissance, and will complete Consulting Party coordination. Documentation will be prepared following the Indiana Department of Transportation's Cultural



Resource Manual (2014) to ensure that all statutory and policy requirements are met. Section 106 Consultation will include up to one (1) meeting with INDOT-CRO and up to two (2) conference calls with INDOT-CRO.

Cultural Resources and Section 106 Consultation Assumptions:

- Property owner permission is secured by the client and property owner contacts provided to our team.
- The project boundaries are marked in the field or clearly evident to the field team.
- The HPR APE will not exceed the depth of one parcel on each side of the existing right of way (ROW). Fieldwork will not commence until the APE is approved by INDOT-CRO.
- Cardno will identify parcels of land that will be impacted by the proposed project. Prior to initiating and conducting any field studies, Notice of Survey (NOS) letters will be sent to identified property owners on Cardno's behalf, notifying them of INDOT's intent to enter their property to conduct the necessary environmental investigations. Cardno will not be responsible for the NOS.
- The 800.11 documentation and finding will consist of "No Historic Properties Affected".

Task 4 - NEPA Documentation/Categorical Exclusion: Cardno will prepare a CE document for the proposed project in compliance with the National Environmental Policy Act (NEPA). Cardno will follow INDOT's CE Manual (July 2013) to ensure that all statutory and policy requirements are met. Under the direction of Etica Group, Cardno will review the information provided by the Client to develop the Purpose and Need statement for the project. The following subtasks are associated with the compilation of the environmental documentation:

TASK 4.1: Early Agency Coordination

Cardno will issue an early coordination letter to solicit input from federal, state, and local agencies. This task also involves the completion of the scoping sheet for the Indiana Bat and Northern Long-Eared Bat Range-Wide Programmatic Information Consultation process. The objective of Early Agency Coordination is to coordinate with federal, state and local agencies involved in the project, identify issues and concerns, and collect baseline data from the various resource agencies. During the environmental analysis, Cardno will coordinate with resource agencies through phone calls and email for details concerning issues that agencies and other recipients of the early coordination package may have during the study.

Task 4.2: Completion of INDOT CE/EA Documentation Form

Based on the amount of right-of-way required and the impacts to Section 4(f) resources, Cardno assumes the level of documentation will be CE-4. Based on the data obtained from the tasks described above, Cardno will identify the proposed project impacts on the natural and human environment.

Task 4.3 Section 4(f)

Natalie Wheeler Trail is a public trail and can be considered a Section 4(f) Property. Based on the level of impact, Cardno assumes that impacts to this trail would meet the conditional of a Temporary Occupancy and will not constitute a Section 4(f) use. Cardno will coordinate with INDOT- Environmental Services and Federal Highway to obtain concurrence with this determination. Cardno will collaborate with the City of Westfield in order to comply with the condition of this determination and coordinate with the official(s) with jurisdiction over the trail.



Task 4.4 Public Involvement

Upon INDOT's release of the CE for public involvement, Cardno will prepare a public notice for the opportunity for a public hearing in the local newspaper. The legal notice will appear twice and will also be sent to adjacent landowners or other stakeholders identified during the NEPA process. After the public notice comment period ends and with the cooperation from the Client, the Team will fill out the public involvement section of the CE, obtain the public involvement certification from the Office of Public Involvements and upload the full CE document to ERMS for INDOT final review and approval.

Task 4.4 Commitment Database

Once the final signatures have been obtained on the CE, Cardno will compile the commitments and send to INDOT-Greenfield District for review and upload into INDOT's commitment database.

NEPA Documentation Assumptions:

- Etica Group will obtain any necessary information for the proposed project from the City. This information may include photos, traffic studies, economic development, city planning, and other documentation noting the need for making improvements to the park entrance. Etica Group will also identify alternatives to the proposed design and provide the alternatives analysis in order to document the decision making process.
- Etica Group will provide the electronic files of the preliminary design of the proposed project. The Team will make use of the project location mapping, aerial project location, Topographic mapping and aerial plans sheets for the Team's GIS impact analysis & mapping purposes.
- This scope assumes that impacts to the trail would not constitute a use of a Section 4(f) Property. If the agencies determine that a full Section 4(f) documentation is required, this task would be completed under a separate scope.
- This scope assumes that there will be no impacts to Liberty Park.
- The scope assumes that Cardno will not conduct or attend a public meeting or public hearing. Etica Group will compile and summarize any public comments received during the public involvement process.

The Etica Group
June 2, 2017



See below for fee breakdown by task.

Task 1 – Red Flag Investigation	\$1,700.00
Task 2 – Ecological Investigations – Regulated Waters and Bat Habitat Assessment	\$3,600.00
Task 3 – Cultural Resources Investigations/Section 106 Compliance	\$8,200.00
Task 4 - NEPA Documentation/Categorical Exclusion	\$14,000.00

Total estimated fees for the above scope of services are \$27,500.00. Please contact Marc Woernle if you have any questions. If this proposal is acceptable, Cardno, Inc. can provide a Professional Services Agreement for your authorization, or we welcome the opportunity to review your terms prior to executing an authorization to proceed. Thank you for the opportunity to support Etica Group projects.

Sincerely,

A handwritten signature in black ink, appearing to read 'Sean Clauson'.

Sean Clauson
Regional Manager
Cardno, Inc.
Phone: 317-388-1982
Email: Sean.Clauson@cardno.com

A handwritten signature in black ink, appearing to read 'Marc Woernle'.

Marc Woernle
Senior Consultant
Cardno, Inc.
Phone 317-617-4796
Email: Marc.Woernle@cardno.com

Attachment B

SCHEDULE

A. SCHEDULE

The CONSULTANT shall meet the following schedule for their portion of the Work unless the OWNER does not provide information. The CONSULTANT is required to complete their work in a timely fashion

No work under this CONTRACT AMENDMENT shall be performed by the CONSULTANT until the CONSULTANT receives written notice to proceed from the LPA

All work by the CONSULTANT under this CONTRACT AMENDMENT shall be completed and delivered to the LPA for review and approval within the approximate time periods shown in the following submission schedule:

(To Be Determined)

Attachment C

COMPENSATION

A. AMOUNT OF PAYMENT

The OWNER agrees to pay the CONSULTANT a Lump Sum amount for the following Work:

Client Coordination and Misc. Exhibits	\$2,436
CARDNO – Task 1 – Red Flag Investigation	\$1,700
CARDNO – Task 2 – Ecological Investigations	\$3,600
CARDNO – Task 3 – Cultural Resources Investigation	\$8,200
CARDNO – Task 4 – NEPA Documentation / CE	\$14,000

B. ADDITIONAL SERVICES

Additional Services would be services required other than those listed above or described in the CONSULTANT's man hour justification. The OWNER agrees to compensate the CONSULTANT for Additional Services on the basis of actual hours of Work performed on the project at the hourly billing rates noted below. The Hourly Billing Rates include overhead and fixed fee.

In addition to the hourly fees for additional services indicated above, the CONSULTANT shall be compensated for direct project related expenses such as job-related travel, permit applications, etc.

Mileage	\$0.38/mi
---------	-----------

C. METHOD OF PAYMENT

Payment shall be made by the OWNER to the CONSULTANT each month as the Work progresses.

D. INVOICING

The CONSULTANT shall prepare and submit invoices to the OWNER on a monthly basis.

CLIENT: City of Westfield
PROJECT: 161st Street and Union Street Roundabout
Des No.:
DATE: 6/13/2017

Prepared by: JMN
Reviewed by:

Task	Task Budget	Project Manager	Project Engineer	CAD Technician
1 Client Coordination and Misc. Exhibits	\$2,436	8	8	4
2 CARDNO - Task 1 - Red Flag Investigation	\$1,700			
3 CARDNO - Task 2 - Ecological Investigations	\$3,600			
4 CARDNO - Task 3 - Cultural Res. Investigation	\$8,200			
5 CARDNO - Task 4 - NEPA Documentation/CE	\$14,000			
Total Hours		8	8	4
Hourly Rate		\$146.00	\$116.00	\$85.00
Labor Total	\$29,936	\$1,168	\$928	\$340
DIRECT EXPENSES				
Item	Task Budget	Quantity	Unit	Cost/Unit
Mileage - 1 trip @ 35 miles one way	\$27	70	Mile	\$0.38
Expense Total	\$27			
TOTAL FEE	\$29,963			



CLIENT: City of Westfield
PROJECT: 161st Street and Union Street Roundabout
Des No.:
DATE: 6/13/2017

Prepared by: JMN
Reviewed by:

SCOPE

Brief Description of Project:

This scope of work involves completing the required environmental documentation for a federally funded roundabout construction at the intersection of 161st Street and Union Street in Westfield, IN.

Specific Scope as follows:

- 1 This item includes miscellaneous coordination required from Etica to provide sufficient information for Cardno's completion of environmental assignments.
- 2 This item will be paid directly to Cardno for the scope described under Task 1 in the attached Cardno proposal
- 3 This item will be paid directly to Cardno for the scope described under Task 2 in the attached Cardno proposal
- 4 This item will be paid directly to Cardno for the scope described under Task 3 in the attached Cardno proposal
- 5 This item will be paid directly to Cardno for the scope described under Task 4 in the attached Cardno proposal

DELIVERABLE

Deliverable will be as described in the attached Cardno proposal for Tasks 1-4

SCHEDULE

Notice to proceed assumed to be June 2017 with construction letting in fiscal year 2020.

Attachment D

STANDARD TERMS AND CONDITIONS

Work performed shall be subject to the Standard Terms and Conditions stated below:

1. **SUBCONSULTANT'S DUTIES.** The CONSULTANT shall ascertain the specific requirements of the Work and confirm such requirements with OWNER. The CONSULTANT shall attend necessary meetings, prepare necessary analyses, drawings and other documents, consult with public agencies and other organizations, be available for general consultation and make recommendations regarding the Project. The CONSULTANT shall recommend to the OWNER appropriate investigations, surveys, tests, analyses and reports for proper execution of the Work. The CONSULTANT is responsible for the methods and means used in performing the Work.
2. **STANDARD OF CARE.** The standard of care for all Work performed or furnished by CONSULTANT under this AGREEMENT will be the care and skill ordinarily used by members of CONSULTANT's profession practicing under similar circumstances at the same time and in the same locality. The Work shall be performed in accordance with all local, state and federal agency requirements applicable to the Work and Project and the CONSULTANT shall endorse all plans, specifications, estimates and engineering data furnished by them.
3. **CHANGE OF SCOPE.** The Work set forth in this AGREEMENT are based on the information known by CONSULTANT as of the date of execution of this AGREEMENT.

Only the Scope of Work expressly specified in this AGREEMENT will be furnished by CONSULTANT. Any further or other Work shall constitute Additional Services and will only be provided by CONSULTANT upon a written authorization by OWNER to proceed with the Additional Services based upon CONSULTANT's written proposal. The written authorization to proceed and Additional Services shall become an amendment to this AGREEMENT. No Additional Services made necessary by any fault or negligence of the CONSULTANT shall be compensated.

4. **USE OF DOCUMENTS.** All documents, memoranda, instruments, and information relating to the Work to be furnished and performed pursuant to this AGREEMENT shall become and be the sole property of the OWNER, and OWNER shall retain an ownership and property interest therein. During the performance of the Work herein provided for, the CONSULTANT shall be responsible for any loss or damage to the documents herein enumerated while they are in its possession, and any such documents shall be restored at its expense.

Information relating to the Project, unless in the public domain, shall be kept confidential by CONSULTANT and shall not be made available to third parties without written consent of OWNER.

5. **DELAYS.** If the project is delayed or disrupted by the CONSULTANT so as to cause any cost, liability or damage to OWNER, or any cost, liability or damage for which OWNER may become liable, the CONSULTANT shall compensate OWNER for, and indemnify it against, all such costs, liabilities and damages including reasonable attorneys' fees. Whether or not any delay or disruption shall be a basis for an extension of the Completion Date, the CONSULTANT specifically agrees it shall have no claim against OWNER for additional compensation or reimbursement of any kind.
6. **TERMINATION.** Either party may terminate this AGREEMENT upon 30 days written notice to the other party in the event of substantial failure by the other party to perform in accordance with its obligations under this AGREEMENT through no fault of the terminating party. Unless termination is the fault of the CONSULTANT, OWNER shall pay CONSULTANT for all authorized and acceptable Work as determined by OWNER rendered prior to termination including profit and expenses relating thereto.

OWNER, for purposes of convenience, may at any time by written notice terminate the Work under this AGREEMENT. In the event of such termination, OWNER shall pay CONSULTANT for all authorized and acceptable Work as determined by OWNER rendered prior to termination including profit and expenses relating thereto.

OWNER shall not be responsible for any other damages, cost or expense. The CONSULTANT waives consequential and incidental damages for claims or disputes arising out of or relating to this AGREEMENT or termination thereof.

7. INSURANCE. At a minimum, CONSULTANT will provide and maintain the following insurance with limits as described below: worker's compensation coverage in an amount required by the State in which the Work are performed and Employer's Liability Insurance with a limit of \$500,000 per occurrence; Commercial General Liability coverage with a combined single limit of \$1,000,000 per occurrence and a \$2,000,000 aggregate; Commercial Automobile Liability coverage with a combined single limit of \$1,000,000 per occurrence; and an Excess Liability Policy, Umbrella form with a limit of \$2,000,000 per occurrence and a \$2,000,000 aggregate.

CONSULTANT shall procure and maintain Professional Liability Insurance coverage with a limit of \$2,000,000 per claim and a \$2,000,000 aggregate. Said policy shall cover any negligent act, error or omission in connection with rendering or failing to render the Work in connection with this AGREEMENT.

Such insurance shall be maintained in full force and effect during the life of the AGREEMENT and until the expiration of the applicable statute of limitations and shall protect OWNER and the CONSULTANT, their employees, agents, and representatives from claims for damages because of bodily injury including but not limited to personal injury, sickness, or death of any and all employees or of any person other than such employees and from claims for damages because of injury to or destruction of property including but not limited to loss of use resulting therefrom. A current certificate of insurance verifying such coverage and containing a thirty (30) day cancellation notification provision shall be provided to the OWNER prior to initiation of the Work. The OWNER shall be named as an additional insured on the Commercial General Liability, Commercial Automobile Liability and Excess Liability policies.

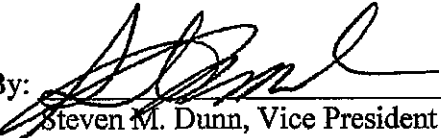
8. WAIVER OF SUBROGATION. CONSULTANT waives all rights against OWNER and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by Commercial General Liability, Commercial Automobile Liability or Excess Liability policies as defined in paragraph 7.
9. INDEMNITY. CONSULTANT agrees to indemnify and hold OWNER harmless, and their respective officers, employees, agents, and representatives, from and against liability for all claims, losses, damages, and expenses, to the extent such claims, losses, damages, or expenses are caused by the CONSULTANT's negligent acts, errors, or omissions.
10. MISCELLANEOUS. The parties acknowledge this AGREEMENT constitutes the entire and integrated AGREEMENT between them. This AGREEMENT, upon execution by both parties hereto, can be modified only by a written Instrument signed by both parties. The rights and obligations of this AGREEMENT cannot be assigned by either party without the written permission of the other party. This AGREEMENT shall be binding upon and insure to the benefit of any permitted assigns. No waiver by either party of any default by the other party in the performance of any particular section of this AGREEMENT shall invalidate another section of this AGREEMENT or operate as a waiver of any future default, whether like or different in character. CONSULTANT and OWNER agree that the laws of the state where the Project is located shall govern this AGREEMENT and any dispute involving this AGREEMENT.
11. PAYMENT. CONSULTANT acknowledges that it has considered the OWNER's solvency and ability to perform the terms of its contract before entering into this AGREEMENT, and CONSULTANT relies on the credit and ability of the OWNER to pay for the Work.

- c. Parties in Interest. All of the terms and provisions of this Assignment shall be binding upon and inure to the benefit of, and be enforceable by, the Parties hereto and their successors and assigns.

The Parties have executed and delivered this Assignment of Rights on the dates below:

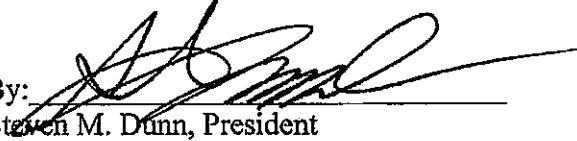
Assignor, TIMBERSTONE DEVELOPMENT, LLC

By: Crest Management, Inc., its Manager

By: 
Steven M. Dunn, Vice President

April 27, 2017

Assignee, WESTPORT HOMES, INC.

By: 
Steven M. Dunn, President

April 27, 2017

CONSENT:

CITY OF WESTFIELD, INDIANA

By: _____
Jeremy Lollar, Director – Public Works Department

April ____, 2017

LANGSTON RESIDENTIAL DEVELOPMENT, LLC

By: 
Jim Langston, President

~~June~~
April 20, 2017



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

Public Works Department

(317) 804-3100 office
(317) 804-3190 fax

2706 East 171st Street
Westfield, IN 46074
westfield.in.gov

To: Westfield Board of Public Works & Safety

Date: June 28, 2017

Re: Action Item-Signing Authority

The City of Westfield Public Works Department is requesting that the Board of Public Works and Safety consider granting Jeremy Lollar, Director of Public Works, signing authority for 161st and Union Street Roundabout Project contract amendment to add environmental services, not to exceed \$30,000

Kate Snedeker

Randy Graham

Andy Cook

UNIFORM CONFLICT OF INTEREST DISCLOSURE STATEMENT

Indiana Code 35-44-1-3

A public servant who knowingly or intentionally has a pecuniary interest in or derives a profit from a contract or purchase connected with an action by the governmental entity served by the public servant commits conflict of interest, a Class D Felony. A public servant has a pecuniary interest in a contract or purchase if the contract or purchase will result or is intended to result in an ascertainable increase in the income or net worth of the public servant or a dependent of the public servant who is under the direct or indirect administrative control of the public servant; or receives a contract or purchase order that is reviewed, approved, or directly or indirectly administered by the public servant. "Dependent" means any of the following: the spouse of a public servant; a child, stepchild, or adoptee (as defined in I.C. 31-3-4-1) of a public servant who is unemancipated and less than eighteen (18) years of age; and any individual more than one-half (1/2) of whose support is provided during a year by the public servant.

The foregoing consists only of excerpts from I.C. 35-44-1-3. Care should be taken to review I.C. 35-44-1-3 in its entirety.

1. **Name and Address of Public Servant Submitting Statement:** Dennis & Lisa EVERITT
102 E MAIN Street Chesterfield Indiana 410017
2. **Title or Position With Governmental Entity:** Sub-Contractor
3. a. **Governmental Entity:** Westfield Fire Dept
b. **County:** HAMILTON
4. **This statement is submitted (check one):**
 - a. ☐ as a "single transaction" disclosure statement, as to my financial interest in a specific contract or purchase connected with the governmental entity which I serve, proposed to be made by the governmental entity with or from a particular contractor or vendor; or
 - b. ☒ as an "annual" disclosure statement, as to my financial interest connected with any contracts or purchases of the governmental entity which I serve, which are made on an ongoing basis with or from particular contractors or vendors.
5. **Name(s) of Contractor(s) or Vendor(s):** EVERITT Fire Pump Service
6. **Description(s) of Contract(s) or Purchase(s)** (Describe the kind of contract involved, and the effective date and term of the contract or purchase if reasonably determinable. Dates required if 4(a) is selected above. If "dependent" is involved, provide dependent's name and relationship):
Ambulance and Fire Apparatus Service Center

7. **Description of My Financial Interest** (Describe in what manner the public servant or "dependent" expects to derive a profit or financial benefit from, or otherwise has a pecuniary interest in, the above contract(s) or purchase(s); if reasonably determinable, state the approximate dollar value of such profit or benefit.):

Fleet Maintenance Service @ \$80 per hour

(Attach extra pages if additional space is needed)

8. **Approval of Appointing Officer or Body** (To be completed if the public servant was appointed by an elected public servant or the board of trustees of a state-supported college or university):

I (We) being the _____ of
(Title of Officer or Name of Governing Body)

_____ and having the power to appoint
(Name of Governmental Entity)

the above named public servant to the public position to which he or she holds, hereby approve the participation to the appointed disclosing public servant in the above described contract(s) or purchase(s) in which said public servant has a conflict of interest as defined in Indiana Code 35-44-1-3; however, this approval does not waive any objection to any conflict prohibited by statute, rule, or regulation and is not to be construed as a consent to any illegal act.

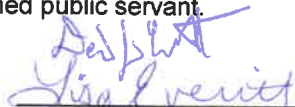
Elected Official

Office

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

June 23, 2017 June 24, 2017
Date Submitted Date of Action on Contract or Purchase

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

Signed: 
(Signature of Public Servant)

Date: June 23, 2017

Within 15 days after final action on the contract or purchase, copies of this statement must be filed with the State Board of Accounts, Indiana Government Center South, 302 West Washington Street, Room E418, Indianapolis, Indiana, 46204-2765 and the Clerk of the Circuit Court of the county in which the governmental entity executed the contract or purchase. A copy of this disclosure will be forwarded to the Indiana State Ethics Commission.



June 23, 2017

Vehicle Disposal and Transfer Request

The Westfield Police Department is seeking approval to transfer ownership and possession of the vehicle noted below, to the City of Noblesville Police Department. The vehicle will be utilized by the joint Noblesville/Westfield Emergency Services Unit (ESU) for official law enforcement purposes.

1. **2008 Ford Expedition VIN: 1FMFU16508LA63547 Mileage 56,521**



Board of Works

Andy Cook
Randy Graham
Kate Snedeker

Clerk Treasurer

Cindy J. Gossard

Public Works Department

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

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

Memorandum

To: Westfield Board of Public Works & Safety

Date: June 28, 2017

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

Our primary focus is on Crack Seal and shoulder grading. The parking lot expansions of GP Lot J and the new Park Street lot are complete. Spring resurfacing and the 2017 street striping program are underway.

Park Maintenance

New Quaker Park playground and updated splash park are open and very busy. Playground mulch was installed and park operations are fully open.

Notable changes since 05/24/17

1. Westfield Boulevard Extension (West Access Rd.)

This is a new roadway project, which runs from Westfield Blvd., under US 31 and terminates at a new roundabout on 151st. The north leg of the road is substantially complete, and Target's new full access entrance has been constructed. 151st Street is currently closed at the west entrance of Target. This is a 60-day closure to construct the new roundabout.

2. Ditch Road Extension

This project is the construction of a new roadway, which extends Ditch Rd. from SR32 north and culminates with a roundabout connection at the 18100 block of Casey Rd. Construction has begun and will continue through November of 2017. Casey Rd. is currently under a 90-day closure for roundabout construction.

3. 186th and Spring Mill Roundabout

This is a federally funded intersection improvement project located at the intersection of 186th and Spring Mill Rd. Project letting is anticipated for August with construction beginning in September.

4. Monon 7

This is a trail connection project, which extends the Monon Trail from 191st to 216th. This is the final piece of trail, which will connect Westfield to Sheridan. Construction is expected to begin in fall/winter of 2017.

Other Notable Projects

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

This project is for sight distance improvements, roadway widening and three culvert replacement projects 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.

2. Westfield Boulevard Connector (South Poplar Extension)

- Des. No. awarded from INDOT
- Funding has been awarded by INDOT
- Project is currently under design and is on track to begin in summer of 2018.

3. Monon 5

This is the Monon grade separation project, which will construct the Monon bridge over SR 32. This is a federally funded project on track to begin construction in summer of 2018.

Public Works Department

(317) 804-3100 office
(317) 804-3190 fax

2706 East 171st Street
Westfield, IN 46074
westfield.in.gov



June 28, 2017

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:

- Rainbow Child Care Center, Performance Bond #35BSBHR7529, \$ 2,567.00, Storm Sewers & ROW work
- Rainbow Child Care Center, Performance Bond #35BSBHR7519, \$ 11,002.00, Erosion Control & ROW work
- Rainbow Child Care Center, Performance Bond #35BSBHR7527, \$ 8,679.00, Sidewalks & ROW work
- Belmont Woods, Performance Bond #1150205, \$162,965, Erosion Control & Carey Road ROW Improvements

Performance Bond Release

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

- Viking Meadows, Blue Grass, Section 4, Bond #800013275, \$133,490.10, Concrete Curb, Stone Base, Bituminous Intermediate, and Bituminous Surface Installation
- Viking Meadows, Blue Grass, Section 4, Bond #800013274, \$167,396.92, Storm Sewer Installation
- Viking Meadows, Blue Grass, Section 3, Bond #800005612, \$50,372.58, Concrete Walks
- Viking Meadows, Blue Grass, Section 3, Bond #800005614, \$185,219.16, Storm Sewer Installation
- Viking Meadows, Meadowlands, Section 2, Bond #5039431, \$88,354.53, Storm Infrastructure Construction
- Viking Meadows, Meadowlands, Section 2, Bond #5039429, \$43,630.68, Public Sidewalks
- Viking Meadows, Meadowlands, Section 3, Bond #268002091, \$36,167.18, Public Walks
- Harmony, Section 3, Bond #1118486, \$527,203.00, Streets/Curbs
- Harmony, Section 3, Bond #1118487, \$698,369.10, Storm Sewer
- Harmony, Section 3, Bond #1118488, \$61,574.70, Sidewalk

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- Harmony, Section 3, Bond #1118489, \$33,359.50, Trail
- Harmony, Section 3, Bond #1118490, \$124,174.60, Erosion Control
- Lakes at Grassy Branch, Section 2B, Bond #1145302, \$46,090.00, Streets, Curbs, Storm Sewer, Sidewalk, & Erosion Control
- Hampton Inn, Bond #800015514, \$428,009.00, Storm Sewer, Trail, & Erosion Control

Letter of Credit Non-Extension

The Westfield Public Works Department is recommending that the Board of Public Works and Safety accept the non-extension of the following Letters of Credit:

- Bridgewater L-3 , LOC #18126124-00-000, \$29,700.00, Erosion Control

Maintenance Bond Acceptance

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

- Lakes at Grassy Branch, Section 2B, Bond #1150202, \$21,132.00, Streets, Curbs, Storm Sewer, and Erosion Control
- Lakes at Grassy Branch, Section 2B, Rider to Bond #1150202, \$21,132.00, Sidewalks
- Harmony, Section 3, Bond #1148662, \$47,927.60, Streets/Curbs
- Harmony, Section 3, Bond #1148663, \$68,972.30, Storm Sewer
- Harmony, Section 3, Bond #1148664, \$5,597.70, Sidewalk
- Harmony, Section 3, Bond #1148665, \$3,214.50, Trail
- Harmony, Section 3, Bond #1148666, \$11,288.60, Erosion Control
- Hampton Inn, Bond #800015524, \$38,909.85, Storm Sewer, Trail, & Erosion Control
- Bridgewater L-3 , Bond #71916713, \$1,585.73, Erosion Control
- Bridgewater L-3 , Bond #106636504, \$16,580.00, Stone, Asphalt & Surface
- Bridgewater L-3 , Bond #BMID266106, \$778.00, Common Area Sidewalks
- Bridgewater L-3 , Bond #BMID266105, \$4,339.00, Concrete Curbs
- Bridgewater L-3 , Bond #INC60457, \$13,086.30, Storm Sewers

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:

- None



**City of Westfield Fire Department
Board of Public Works & Safety Report
May 1-May 31 2017**

Contact: Fire Chief

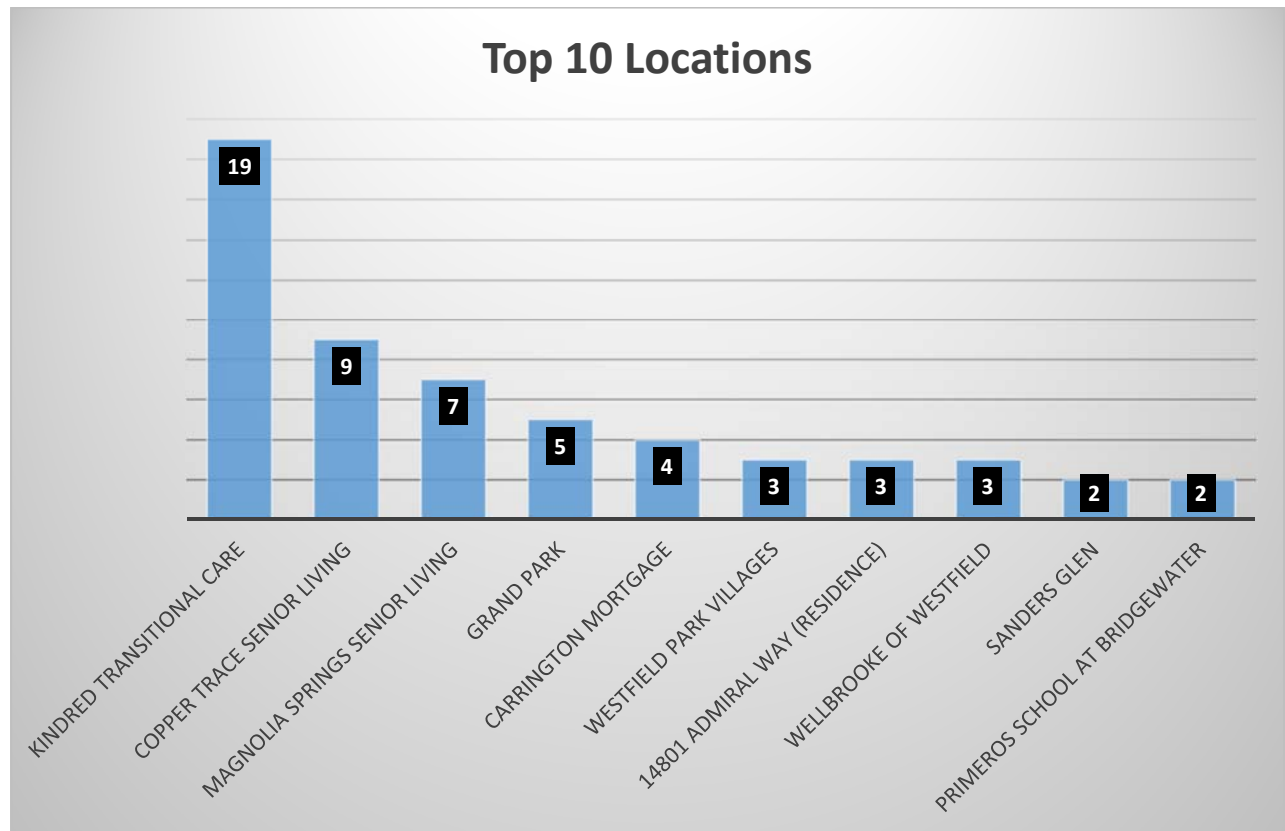
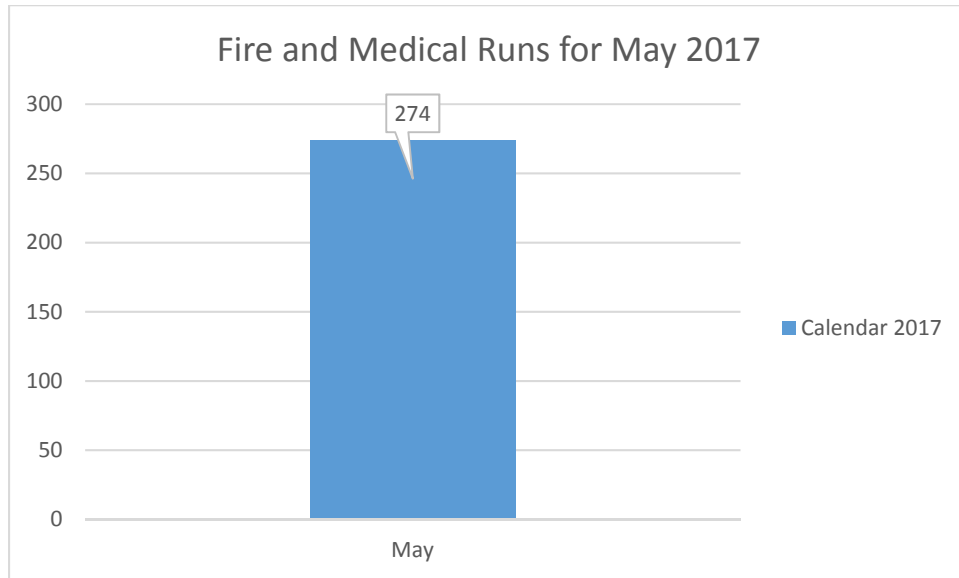
Marcus Reed

Or Nikki Hartman

804-3304

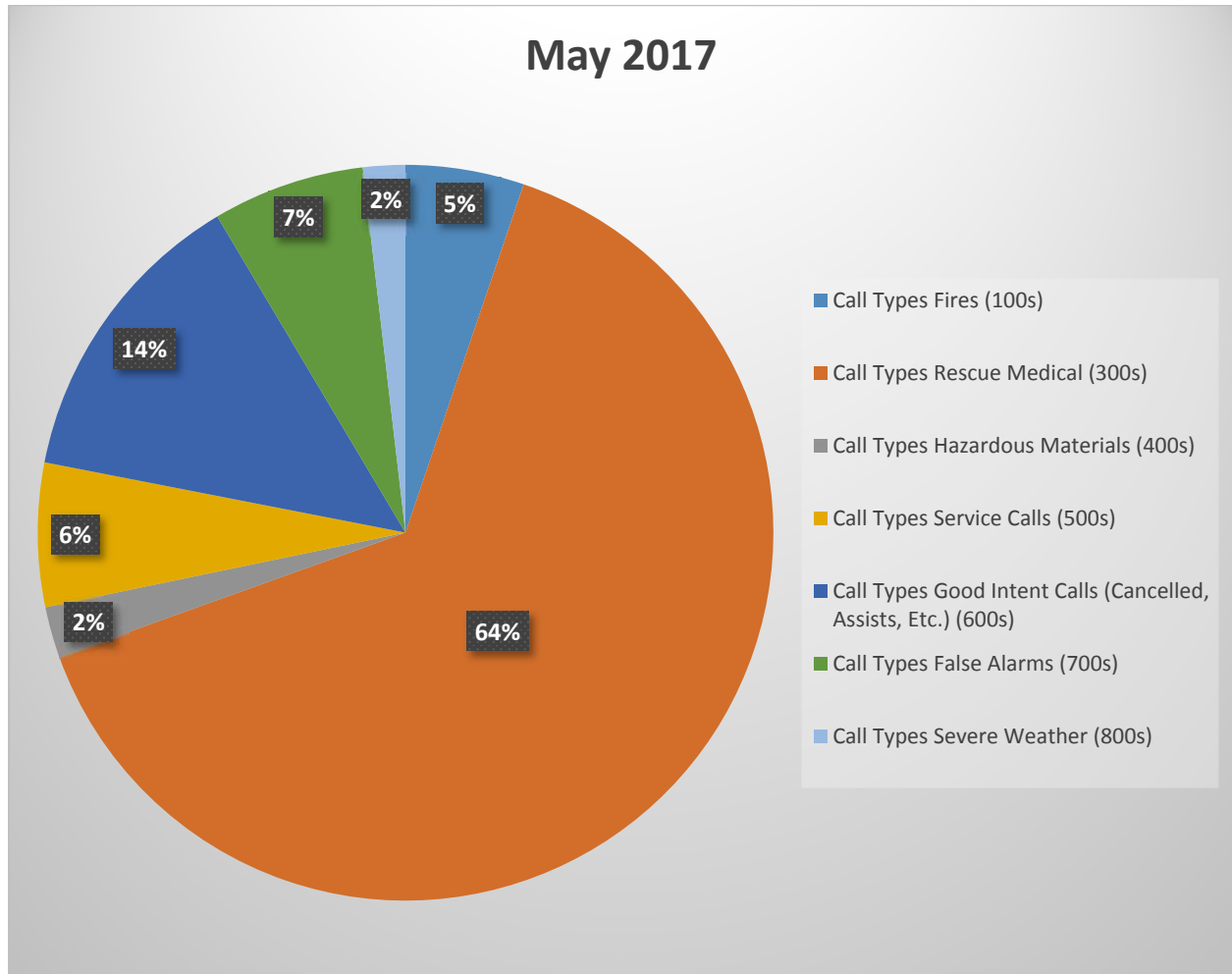


Westfield Fire Department 2017 Incident Statistics





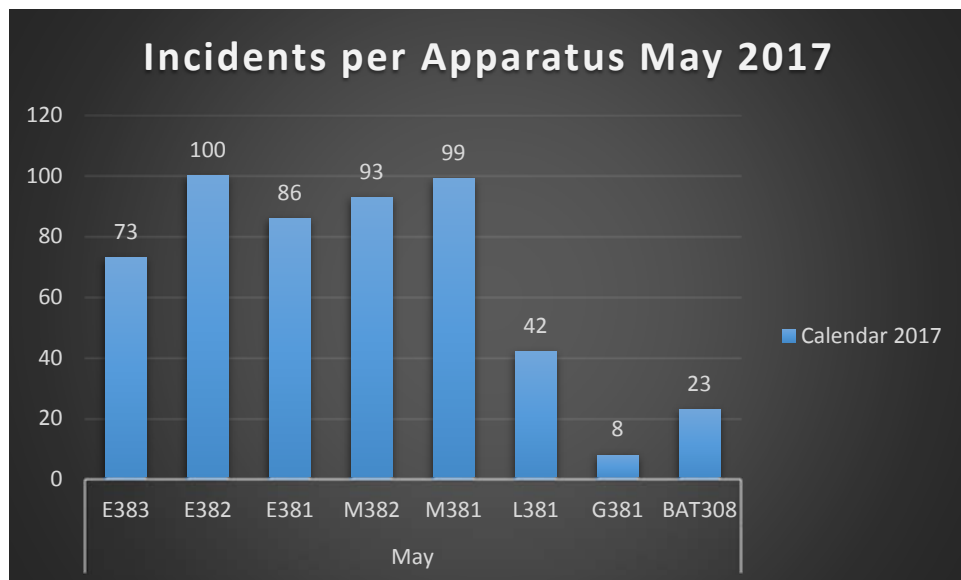
Westfield Fire Department 2017 Incident Statistics



May	274
Fires (100s)	14
Rescue/Medical (300s)	173
Hazardous Materials (400s)	6
Service Calls (500s)	17
Good Intent (cancelled assists, etc.) (600s)	36
False Alarms (700s)	18
Severe Weather (800s)	5
Uncategorized	5

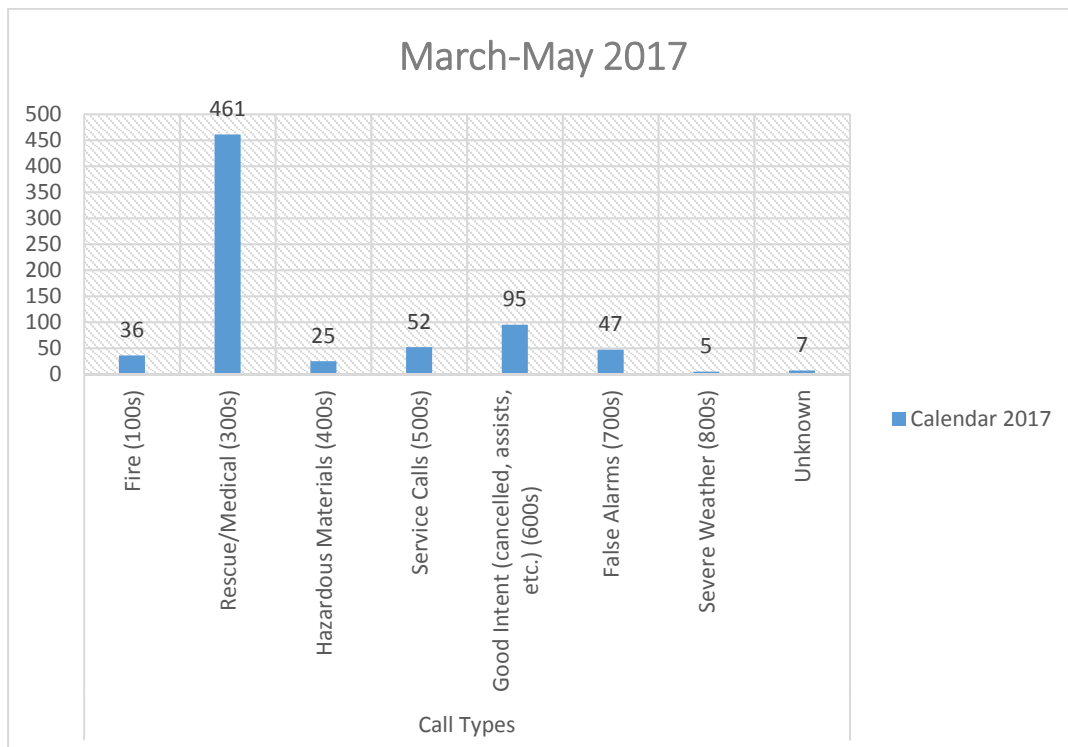
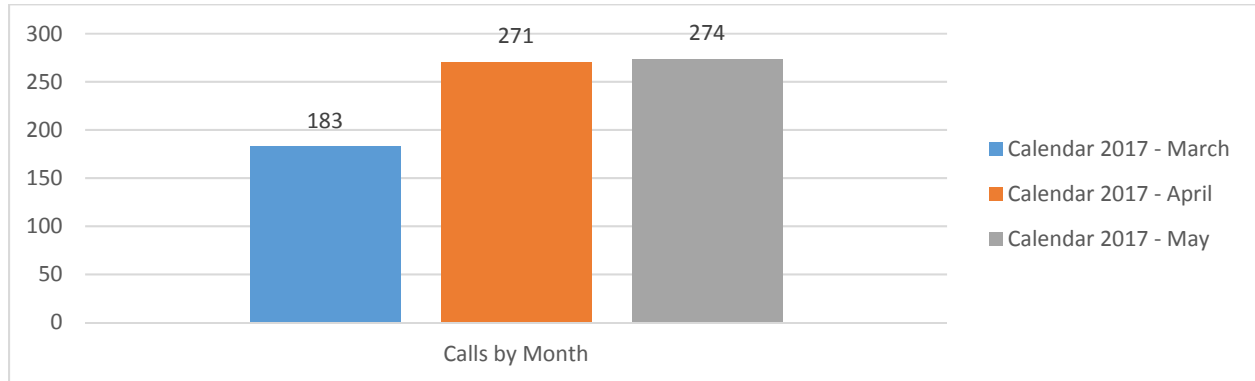


Westfield Fire Department 2017 Incident Statistics



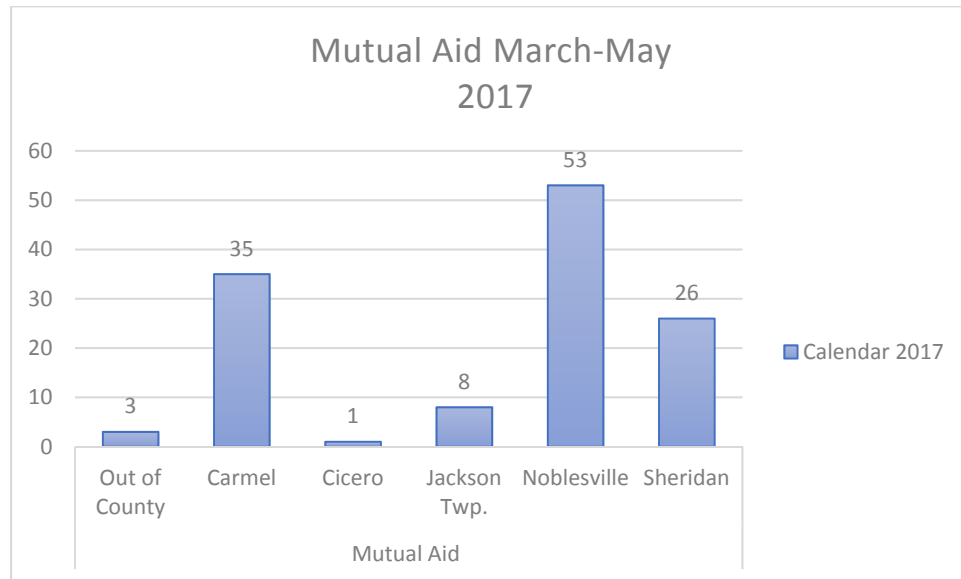


Westfield Fire Department 2017 Incident Statistics





Westfield Fire Department 2017 Incident Statistics



ROAD IMPACT FEE INSTALLMENT AGREEMENT

Cross Referenced to Instrument No.

Rainbow Rascals IN - Westfield LLC (the "Property Owner") makes the following commitments (the "Commitments") to the City of Westfield, Hamilton County, Indiana ("City") regarding the installment payments for the Road Impact Fees properly assessed on the following described real estate (the "Real Estate") located in Hamilton County, Indiana:

Section 1. **Description of Real Estate:** See attached Exhibit A (the "Real Estate").

Address: 16060 Spring Mill Depot Drive

Parcel No: 08-09-10-00-00-017.000

Section 2. **Improvement Location Permit No.:** 17-C-001-271 (the "ILP").

Builder/Contractor: 814 Development (the "Applicant")

Section 3. **Statement of Terms:**

- A. As part of the development of the Real Estate, road impact fees are required to be paid to the City by the Property Owner. In accordance with City Ordinance 12-13, the City assessed a road impact fee of **\$170,251** on May 5, 2017, attached hereto as Exhibit B (17-RIFA-03) (the "Assessed Road Impact Fee"), as part of the Property Owner's filed ILP for the Real Estate.
- B. The Property Owner desires to provide the Commitments with the understanding that if the amount of the Assessed Road Impact Fee is adjusted downward by agreement or otherwise, then the balance due under the Commitments shall be reduced according to such reduction.
- C. Pursuant to I.C. 36-7-4-1324 the City agrees to installment payments of the Assessed Road Impact Fees as set forth herein, subject to adjustment if the Assessed Road Impact Fee is reduced.
- D. Prior to the issuance of the ILP, the Property Owner agrees to tender \$5,000.00 (Five-Thousand Dollars) or five percent (5%), whichever is greater.
- E. The Property Owner agrees to make installment payments to the City for the remaining Assessed Road Impact Fee on or before the dates set forth below. The remaining amounts shall be due in equal payments beginning May 1, 2018, and every year thereafter, in accordance with the following:

Issuance of ILP:	\$8,512.55
May 1, 2018:	\$32,347.69
May 1, 2019:	\$32,347.69
May 1, 2020:	\$32,347.69
May 1, 2021:	\$32,347.69
May 1, 2022:	\$32,347.69

Total Road Impact Fee: \$170,251.00

- F. The Property Owner is aware and agrees that a lien is placed upon the Real Estate pursuant to I.C. 36-7-4-1325 and the City reserves all rights of collection thereunder.

Section 4. Binding on Successors and Assigns:

This Agreement is binding upon each subsequent owner of the Real Estate, each other person acquiring an interest in the Real Estate, and each user of the Real Estate, unless modified or terminated by the City.

Section 5. Effective Date:

This Agreement is effective upon the issuance of the ILP and shall continue in effect until the Assessed Road Impact Fees are paid in full or unless modified or terminated in writing by the City.

Section 6. Recording:

The undersigned hereby authorizes the Westfield Economic and Community Development Department to record this Agreement in the Office of the Recorder of Hamilton County, Indiana, if desired by the City.

Section 7. Enforcement:

This Agreement may be enforced by the City of Westfield, and the only proper venue shall be the Hamilton Circuit or Superior Courts in Hamilton County, Indiana.

[Remainder of page intentionally left blank;
Signature page follows.]

Rainbow Rascals IN - Westfield LLC (the "Property Owner")

By: [Signature]

Printed Name: Reed Fenton

Title: Principal

Date: 6/28/17

Before me the undersigned, a Notary Public in and for said County and State, personally appeared the above party, who having been duly sworn acknowledged the execution of the foregoing instrument.

[Signature]

SIGNATURE OF NOTARY PUBLIC

State of Michigan, County of Oakland, SS:

Subscribed and Sworn before me this 28 day of June, 2017

Printed Name of Notary Public Erin Bourdic

My Commission Expires 10/12/2022

ERIN BOURDIC
Notary Public, State of Michigan
County of Macomb
My Commission Expires 10-12-2022
Acting in the County of Oakland

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: Brian J. Zaiger. Esq.

Prepared by: Brian J. Zaiger, Krieg DeVault, LLP
12800 North Meridian
Street Suite 300
Carmel, IN 46032

EXHIBIT A

LEGAL DESCRIPTION

Part of the Northeast Quarter of the Southeast Quarter of Section 10, Township 18 North, Range 3 East, located in Washington Township, Hamilton County, Indiana described as follows:

Commencing at the Northwest Corner of said Quarter Section; thence South 00 degrees 12 minutes 11 seconds West along the west line of said Quarter Quarter Section 75.01 feet; thence North 89 degrees 27 minutes 08 seconds East 328.22 feet to the Point of Beginning of the herein described parcel; thence continuing North 89 degrees 27 minutes 08 seconds East 295.03 feet; thence South 00 degrees 12 minutes 11 seconds West parallel with said west line 295.28 feet; thence South 89 degrees 27 minutes 08 seconds West 295.03 feet; thence North 00 degrees 12 minutes 11 seconds East parallel with said west line 295.28 feet to the Point of Beginning containing 2.00 Acre more or less.

EXHIBIT B

ASSESSED ROAD IMPACT FEE

ROAD IMPACT FEE ASSESSMENT

Assessment Date: 5/5/2017
 Calculations Performed by: Pam Howard
 (I.C. 36-7-4-1321 and City Ordinance No. 12-13)



Property Information:

Property Description:

Parcel: 08-09-10-00-00-017.000
 Address: 16060 Spring Mill Depot Drive
 Westfield, Indiana 46062

Applicant:

Name: Amy Labadie, 814 Development
 Address: 1742 Crooks Road
 Troy, MI 48064

Development Information:

Proposed:

10,782 square foot daycare facility
 130 students

Road Impact Fee Calculation:

In accordance with I.C. 36-7-4-1321 and the City's adopted impact fee ordinance, road impact fees are calculated based on the number of twenty-four-hour trips taken from the latest version of the Trip Generation Manual, a study published by the Institute of Transportation Engineers (the following were developed based on the guidelines set forth in the 9th Edition).

Land Use Code:	Day Care Center (565)
Independent Variable:	130 Students
Weighted Trip Average:	4.38 per student (average weekday trip rate)

Trips:

A "trip" is a single or one-direction vehicle movement exiting or entering the site. For trip generation purposes, the total trips for a 24-hour period are the total of all trips entering plus all trips exiting a site during this period (e.g., one vehicle in and out of site equals two trips).

Pass-by Trips:

A pass-by trip is a trip made as an intermediate stop from an origin to a primary destination, and is generally a trip attracted from traffic already passing the site on an adjacent street. Trip generation estimates may be able to be reduced, subject to the land use, its context and available data from the Trip Generation Manual. If appropriate, the calculation below takes pass-by trips into consideration.

Redevelopment:

If this development includes the demolition of an existing structure (e.g., redevelopment, relocation), then the calculation below takes into consideration the appropriate credits that may be eligible for this development, based on the demolition of the existing structure.

Calculation:

	Variable		Trip Average		
Trips:	130	x	4.38	=	569.40 24-hour trips

Road Impact Fee: \$299 per trip (effective 01/01/2017 through 12/31/2017)

Road Impact Fee Assessment:						Road Impact Fee Due:
24-hour trips	fee per trip	road impact fee	pass-by trip discount	existing structure credits		
569.40	x \$299	= \$170,251	- 0.00	- 0.00	=	\$ 170,251

X	This is being provided as an assessment of the road impact fees due for the development. Road impact fees are due by the applicant upon the City's issuance of an improvement location permit for this development. Please provide a copy of this assessment with any Improvement Location Permit application made with the City regarding this property.
	This is being provided as an estimate for informational purposes only at the request of the applicant and is not binding upon the applicant or the City. The actual assessment of road impact fees for this development is subject to change.