



CITY OF WESTFIELD, IN
Board of Public Works_Meeting_Agenda_01_30_2014

Thursday, January 30, 2014 at 03:00 PM

BOARD OR COMMISSION: Board of Public Works and Safety

MEETING DATE: Thursday, January 30, 2014 at 03:00 PM

MEETING PLACE: Westfield Public Works- Large Conference Room

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

AGENDA ITEMS

Meeting Minutes Consideration for Approval

Action Item #1: Minutes- December 18, 2013

Documents: [Minutes- 12/18/13](#)

Presentations

None

Ordinances and/or Resolutions

None

Quote Approval

None

Bid Approval

None

Construction Standards & Specifications Changes

None

Performance and/or Maintenance Bond Release

Action Item #2: Maintenance Bond Release- Villages of Oak Manor Section 2 (Surface)
Documents: [Villages of Oak Manor Section 2 \(Surface\)](#)

Action Item #3: Performance Bond/Letter of Credit Releases
-Setters Road
-Bridgewater Sections G6 & G7
-Bridgewater Sections D4 & K3
-Bridgewater Marketplace Sections 3 aka M-2
Documents: [Performance Bond/Letter of Credit Releases](#)

Change Orders
None

Contracts/Leases
None

Agreements and/or Memorandum of Understanding (MOU)

Action Item #4: Jackson Township Mutual Aid Agreement
Documents: [Jackson Township Mutual Aid Agreement](#)

Action Item #5: IDHS & Westfield Sub-Grant Agreement
Documents: [IDHS & Westfield Sub-Grant Agreement](#)

Action Item #6: Reimbursement to Duke Energy Agreement
Documents: [Reimbursement to Duke Energy Agreement](#) | [Roundabout Drawing](#)

Consent Agenda
None

Department Reports

Fire
Documents: [WFD Report](#)

Parks and Recreation
Documents: [WPRD Report](#)

Police
Documents: [WPD Report](#)

Public Works

THE WESTFIELD BOARD OF PUBLIC WORKS AND SAFETY December 18, 2013

The Westfield Board of Public Works and Safety met on December 18, 2013 at the Westfield Public Works conference room. Present were, Mayor Cook, Randy Graham, Kate Snedeker, Records Manager Kim Strang and City Attorney Brain Zaiger. Randy Graham called the meeting to order at 3:05 P.M.

Meeting Minutes Consideration for Approval:

Kate Snedeker made the motion to approve the November 19, 2013 meeting minutes as presented and this was seconded by Mayor Cook. Vote: Yes-3; No-0. Motion carried.

Quote Approval:

None

Bid Approval

None

Performance and/or Maintenance Bond Release:

Action Item #2 Villages of Oak Manor Section 1 (Surface)

Ken Alexander presented asking for the release of the Performance Bond stating all work has been completed and done to standards. This section is private so there is no Maintenance Bond to replace current Performance Bond.

Kate Snedeker made the motion for the release of the Performance Bond. Mayor Cook seconded. Vote: Yes-3; No-0. Motion carried.

Change Orders:

Action Item #3 Farr Hills Neighborhood Water Main and Sanitary Sewer Extension

Ken Alexander presented and explained the reasons for the change order. Some of these include: Farr Hills Drive alignment change, sanitary sewer categorization change, line C storm addition, and curb and gutter additions. Kate Snedeker questioned the timeline change of the project and if the residents are been informed and update on these changes.

Contract/Leases

None

Agreements and/or Memorandum of Understanding (MOU):

None

Consent Agenda:

Action Item #4: WPD Conditional Offers of Employment (2 applicants)

Joel Rush presented the names of 2 applicants, (Brandon LilHauson, and Dewey Abney), that have completed the 5 month process, and are being recommended to be added to the City of Westfield's police department.

Randy Graham made the motion to approve the two applicants being added to the department.

Mayor Cook seconded. Vote: Yes-3; No-0. Motion carried.

Department Reports:

- **Fire Documents-**
- **Parks and Recreation-Melody Jones**
- **Police- Joel Rush**
- **Public Works-Ken Alexander**

Randy Graham made the motion to adjourn, seconded by Kate Snedeker
Vote: Yes-3; No-0. Motion carried.

With no further business the meeting was adjourned at 3:28 P.M.

Deputy Clerk-Treasurer

Board of Public Works and Safety



Mayor
Andy Cook

City Council
Jim Ake
Steven Hoover
Robert L. Horkay
Chuck Lehman
Robert J. Smith
Cindy L. Spoljaric
Robert W. Stokes

Clerk Treasurer
Cindy J. Gossard

Maintenance Bond Release

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

Maintenance Bond Release

- Villages of Oak Manor Section 2 (Surface)

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

Public Works Department

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

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



WESTFIELD FIRE DEPARTMENT

"Weaving the Traditions of our Past into the Realities of our Future."

The mutual aid agreement being presented is a revision of a current agreement with Jackson Fire Territory. The previous agreement was that the City of Westfield Fire Department would respond to assist the Jackson Fire Territory when called to do so. The revision would allow the City of Westfield Fire Department to respond on the initial dispatch to assist on certain call types in the map grids adjoining Washington Twp. This creates a response from both agencies simultaneously.

Currently we have similar agreements with Carmel, Noblesville, Sheridan, and Zionsville which also border Washington Twp. This simultaneous response allows for a faster response in the areas along the borders of the districts.

Joe Lyons

**Jackson Fire Territory/
Westfield
Fire Department
Dual Response Agreement**

Resulting from discussions among officials of the Jackson Fire Territory (JFT), and the Westfield Fire Department (WFD), Hamilton County, Indiana pertaining to the provision of optimum fire and emergency medical services within their jurisdictional boundaries, the following agreement has been reached.

ARTICLE 1 DUAL RESPONSE ASSISTANCE FIRE

- 1.1 RESIDANCE FIRE - WFD shall respond an engine company on the initial dispatch with JFT on any incident requiring a multiple fire apparatus response in quadrants 55A, 55E, 55F
- 1.2 BUSINESS FIRE – WFD shall respond an engine company on the initial dispatch with JFT on any incident requiring a multiple fire apparatus response in quadrants 55A, 55E, 55F.
- 1.3 STRUCTURE FIRE/OTHER - WFD shall respond an engine company on the initial dispatch with JFT on any incident requiring a multiple fire apparatus response in quadrants 55A, 55E, 55F.

ARTICLE 2 DUAL RESPONSE ASSISTANCE MOTOR VEHICLE ACCIDENT

- 2.1 Vehicle Accident with injuries- WFD shall respond an engine company on the initial dispatch with JFT on any incident requiring a multiple fire apparatus response in quadrant 55L

ARTICLE 3 SPECIAL RESPONSES

- 3.1 In the event of an emergency incident involving hazardous materials or specialized equipment, extrication, the use of tankers and etc. Both departments agree that the responding party may bill the property owner/or responsible company and/or party for materials used and services incurred.

ARTICLE 4 RESPONSE OBLIGATIONS

- 4.1 The Westfield Fire Department shall not be obligated to respond as described in this agreement if to do so would endanger the citizens of Westfield fire service district or impair the ability of the Westfield Fire Department to render emergency fire and medical services within its fire service district.

ARTICLE 5 FINANCIAL OBLIGATIONS

- 5.1 Westfield agrees that the services described in this agreement shall be provided without cost.
- 5.2 Westfield Fire Department remains financially responsible for any of its equipment or apparatus that may be lost, stolen, or damaged and any medical expenses incurred by its personnel.

ARTICLE 6 INDEMNIFICATION

- 6.1 The City of Westfield agrees to indemnify and hold harmless the Jackson Fire Territory and their officers, agents, and employees from any and all claims or threat of claims, loss, liability, judgment or lien arising out of negligence of the City of Westfield, the Westfield Fire Department and their officers, agents or employees in connection with this agreement. Such indemnity shall include attorney fees and all cost of other expenses arising there from or incurred in connection therewith.
- 6.2 The Jackson Fire Territory agrees to indemnify and hold harmless the City of Westfield, its Fire Department and their officers, agents, and employees from any and all claims or threat of claims, loss, liability, judgment or lien arising out of negligence of the Jackson Fire Territory and their officers, agents or employees in connection with this agreement. Such indemnity shall include attorney fees and all cost of other expenses arising there from or incurred in connection therewith.

ARTICLE 7 EFFECT

- 7.1 This agreement shall remain in full force and effect until modified or terminated by mutual written consent of the parties or upon thirty (30) days written notice by either party to the other party.

This agreement was signed and agreed upon based on providing the highest of fire and emergency services for the citizens of said quadrants. All parties involved have agreed that this agreement will better serve the greater need of those in need of fire and emergency services by providing quicker response times and sufficient manpower to said incidents.

Additional Terms and Conditions

The following additional terms and conditions shall apply to and govern that certain document entitled Jackson Fire Territory/Westfield Fire Department, Dual Response Agreement, dated _____, 20____, by and between the Jackson Fire Territory (JFT) and the Westfield Fire Department (WFD) governing the provision of optimum fire and emergency medical services along and adjacent to the Jackson Fire Territory/City of Westfield Boundary.

Notwithstanding anything to the contrary, the City of Westfield's liability with respect to its obligation to indemnify and hold Jackson Fire Territory harmless shall be limited to the maximum of the lesser of (a) the amount of insurance coverage for such claim and in effect at the time of the claim or (b) the amount allowed under the Indiana Tort Claims Act, IC34-4-16.5-4, as amended, at the time of claim or the amount allowed under the Indiana Tort Claims Act, as amended, at the time execution of agreement.

Notwithstanding anything to the contrary, Jackson Fire Territory liability with respect to its obligation to indemnify and hold City of Westfield harmless shall be limited to the maximum of the less of (a) the amount of insurance coverage for such claim and in effect at the time of the claim or (b) the amount allowed under the Indiana Tort Claims Act, IC 34-4-16.5-4, as amended, at the time of claim or the amount allowed under the Indiana Tort Claims Act, as amended, at the time execution of the agreement.

It is so agreed, this _____ day of _____, 20_____.

Jackson Fire Territory Board Member

Jackson Fire Territory Board President

Jackson Fire Territory Board Member

Jackson Fire Territory Fire Chief

Approved by the City of Westfield by and through the Board of Public Works and Safety.

City of Westfield Mayor

Board of Public Works and Safety

City of Westfield Fire Chief

City of Westfield Clerk Treasurer



**City of Westfield Fire Department
Board of Public Works & Safety Report
December 1st- 31st, 2013**

**Contact: Battalion Chief
Joe Lyons
or Nikki Hartman
804-3300**

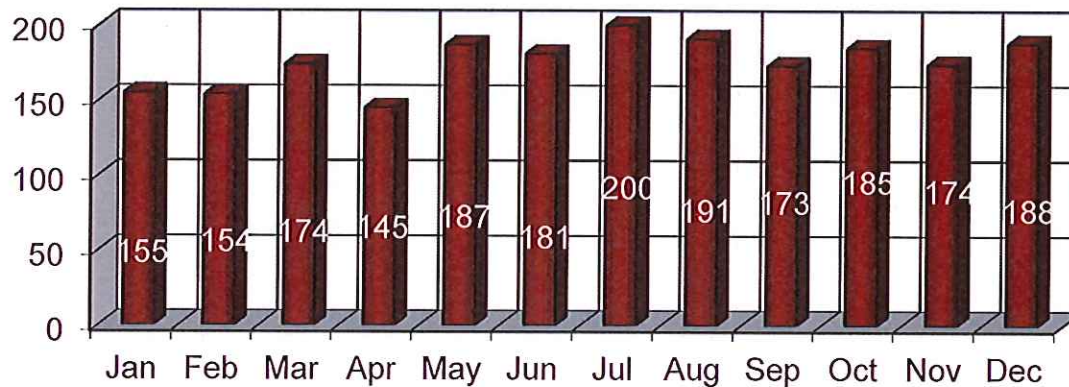


Westfield Fire Department 2013 Incident Statistics By Fire / Medical Groups

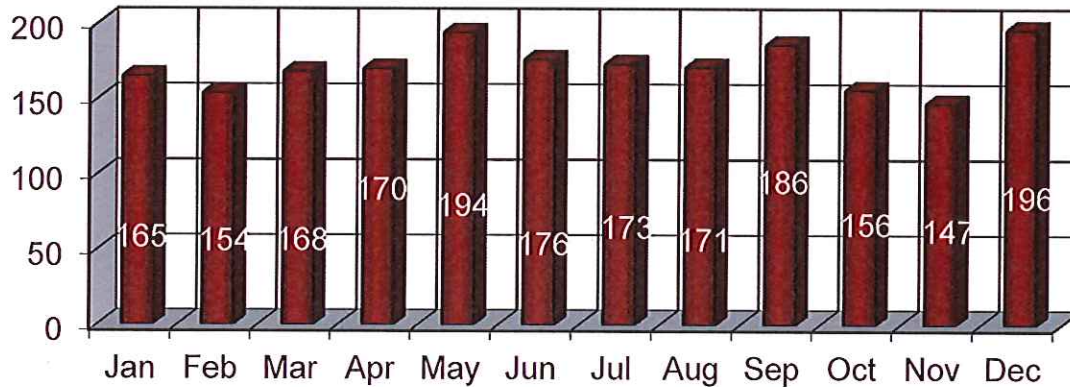


	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec		
Total WFD Fire Incidents	53	46	49	61	42	86	95	74	65	59	59	57	746	36.3%
Total WFD Medical Incidents	112	108	119	109	152	90	78	97	121	97	88	139	1310	63.7%
Total WWFD Incidents	165	154	168	170	194	176	173	171	186	156	147	196	2056	100%

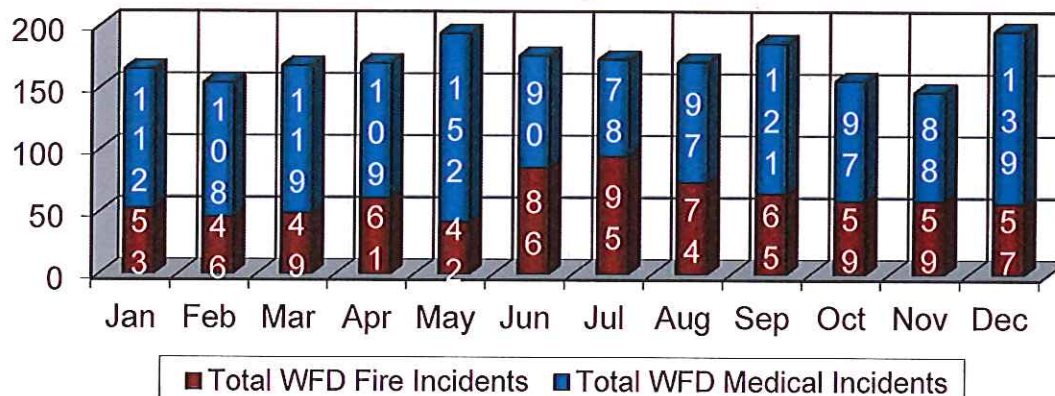
Westfield Fire Department
2012 Total Incidents



Westfield Fire Department
2013 Total Incidents



Westfield Fire Department
2013 Incidents by Fire/Medical



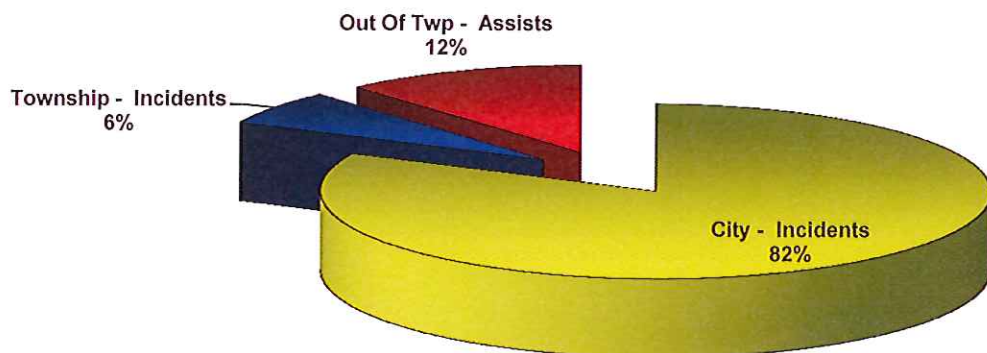


**Westfield Fire Department
2013 Fire/Medical Incidents
By Governmental Area**



2013 Incidents	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Totals	%
City - Incidents	142	130	140	144	155	140	139	134	152	128	126	155	1685	82.0%
Township - Incidents	7	10	11	10	16	12	12	11	10	11	4	17	131	6.4%
Out Of Twp - Assists	16	14	17	16	23	24	22	26	24	17	17	24	240	11.7%

**Westfield Fire Department
2013 Incidents by Governmental Areas**



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



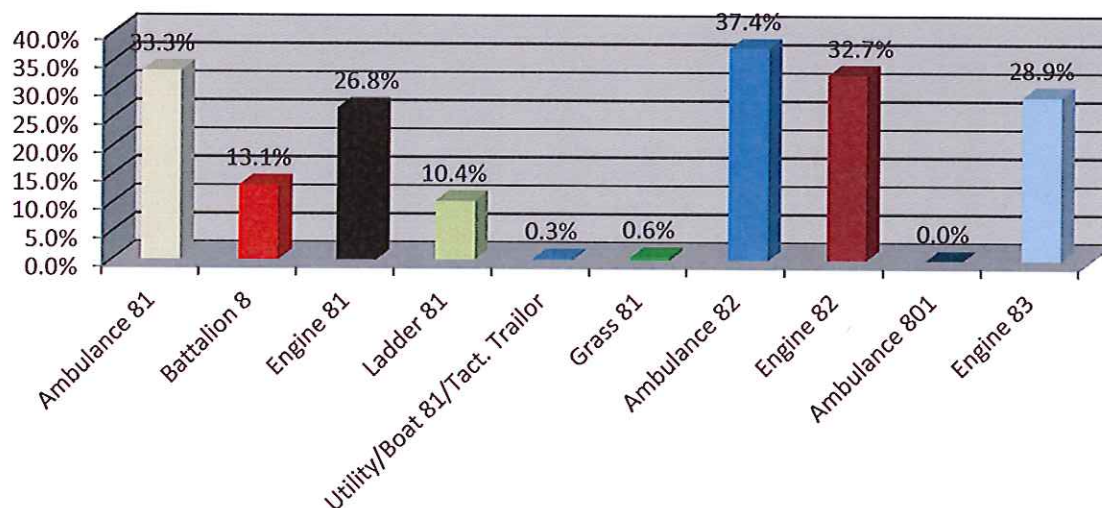
Westfield Fire Department 2013 Total Apparatus Responses By Unit & Station



<u>Station 81 Responses</u>	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Totals	%
Ambulance 81	58	61	57	60	70	46	51	60	66	46	43	67	685	33.3%
Battalion 8	15	18	17	26	22	19	25	30	25	26	19	28	270	13.1%
Engine 81	45	39	39	50	56	43	39	59	49	47	36	48	550	26.8%
Ladder 81	10	16	22	20	13	15	17	19	26	17	15	24	214	10.4%
Utility/Boat 81/Tact. Trailer	0	1	-	3	1	-	-	1	-	-	-	-	6	0.3%
Grass 81	1	1	1	3	-	-	1	1	-	2	2	-	12	0.6%

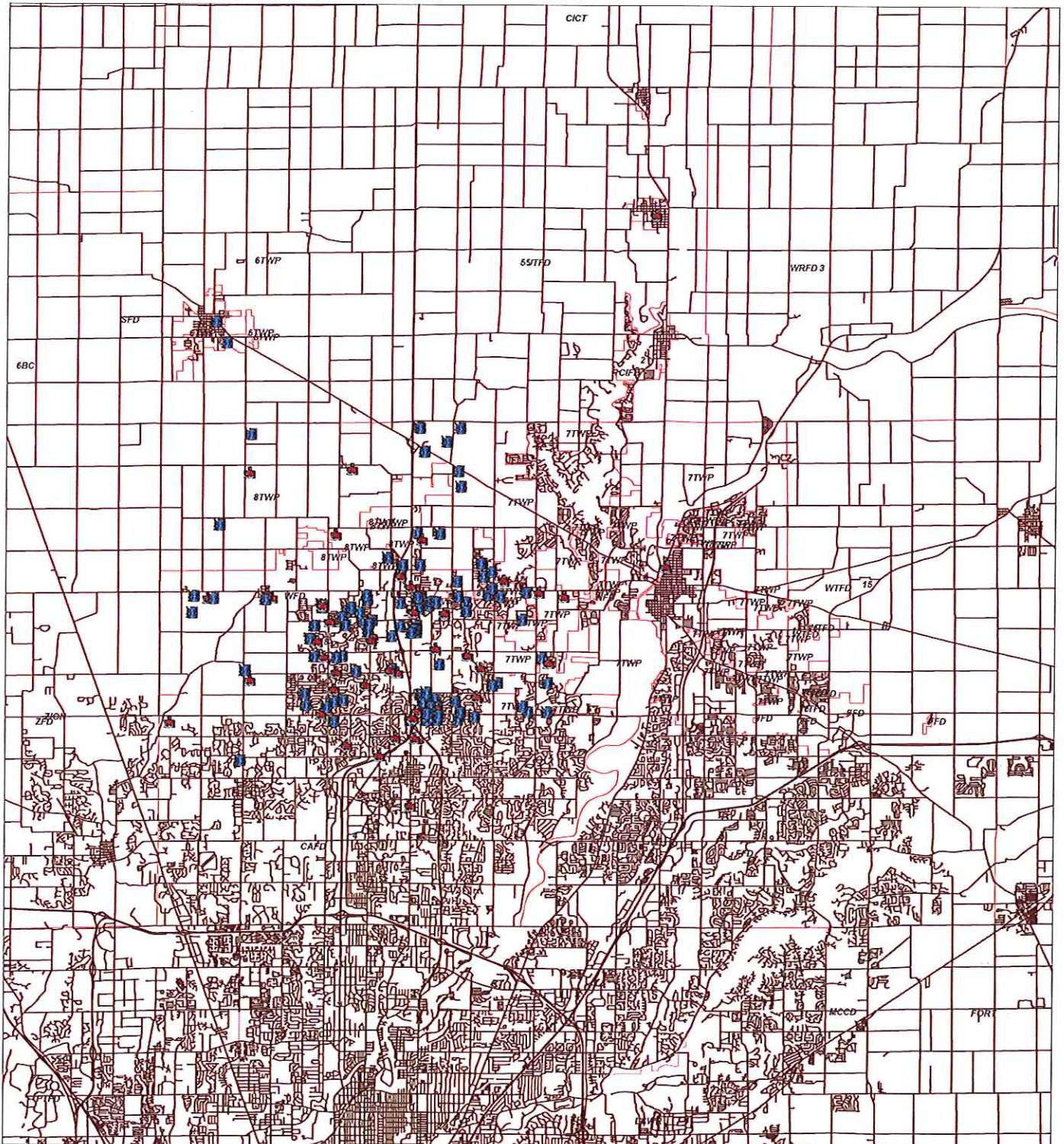
<u>Station 82 Responses</u>	Jan	Feb	March	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Totals	%
Ambulance 82	62	55	68	60	77	61	68	58	82	51	55	72	769	37.4%
Engine 82	58	43	58	51	54	63	60	58	68	48	55	56	672	32.7%
Ambulance 801	0	-	-	-	-	-	-	-	-	-	-	-	0	0.0%
<u>Station 83 Responses</u>	Jan	Feb	March	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Totals	%
Engine 83	46	49	55	45	53	48	52	47	60	40	38	61	594	28.9%

Westfield Fire Department 2013 Total Apparatus Responses



Date : 1/13/2014

Fire and Medical Runs for the month of December 2013



Westfield Fire Dept.

Kristen Custom Report

Alarm Date Between {12/01/2013} And {12/31/2013}

Incident Type	Count	Pct of Incidents	Total Est Loss	Pct of Losses
	1	0.50%	\$0	0.00%
	1	0.50%	\$0	0.00%
1 Fire				
111 Building fire	2	1.01%	\$125,000	100.00%
	2	1.01%	\$125,000	100.00%
3 Rescue & Emergency Medical Service Incident				
300 Rescue, EMS incident, other	1	0.50%	\$0	0.00%
311 Medical assist, assist EMS crew	2	1.01%	\$0	0.00%
320 Emergency medical service, other	14	7.10%	\$0	0.00%
321 EMS call, excluding vehicle accident with	97	49.23%	\$0	0.00%
322 Motor vehicle accident with injuries	8	4.06%	\$0	0.00%
324 Motor Vehicle Accident with no injuries	2	1.01%	\$0	0.00%
360 Water & ice-related rescue, other	1	0.50%	\$0	0.00%
	125	63.45%	\$0	0.00%
4 Hazardous Condition (No Fire)				
400 Hazardous condition, Other	1	0.50%	\$0	0.00%
424 Carbon monoxide incident	1	0.50%	\$0	0.00%
444 Power line down	1	0.50%	\$0	0.00%
	3	1.52%	\$0	0.00%
5 Service Call				
500 Service Call, other	2	1.01%	\$0	0.00%
511 Lock-out	1	0.50%	\$0	0.00%
520 Water problem, Other	1	0.50%	\$0	0.00%
531 Smoke or odor removal	2	1.01%	\$0	0.00%
550 Public service assistance, Other	2	1.01%	\$0	0.00%
551 Assist police or other governmental agency	11	5.58%	\$0	0.00%
552 Police matter	1	0.50%	\$0	0.00%
554 Assist invalid	2	1.01%	\$0	0.00%
	22	11.16%	\$0	0.00%
6 Good Intent Call				
600 Good intent call, Other	3	1.52%	\$0	0.00%
611 Dispatched & cancelled en route	17	8.62%	\$0	0.00%

Westfield Fire Dept.

Kristen Custom Report

Alarm Date Between {12/01/2013} And {12/31/2013}

Incident Type	Count	Pct of Incidents	Total Est Loss	Pct of Losses
6 Good Intent Call				
622 No Incident found on arrival at dispatch	1	0.50%	\$0	0.00%
651 Smoke scare, odor of smoke	2	1.01%	\$0	0.00%
671 HazMat release investigation w/no HazMat	2	1.01%	\$0	0.00%
	<u>25</u>	<u>12.69%</u>	<u>\$0</u>	<u>0.00%</u>
7 False Alarm & False Call				
700 False alarm or false call, Other	4	2.03%	\$0	0.00%
730 System malfunction, Other	1	0.50%	\$0	0.00%
731 Sprinkler activation due to malfunction	1	0.50%	\$0	0.00%
733 Smoke detector activation due to	4	2.03%	\$0	0.00%
741 Sprinkler activation, no fire -	1	0.50%	\$0	0.00%
743 Smoke detector activation, no fire -	1	0.50%	\$0	0.00%
745 Alarm system activation, no fire -	5	2.53%	\$0	0.00%
746 Carbon monoxide detector activation, no CO	2	1.01%	\$0	0.00%
	<u>19</u>	<u>9.64%</u>	<u>\$0</u>	<u>0.00%</u>

Total Incident Count: 197

Total Est Loss:

\$125,000

Westfield Police Department

Monthly Performance Measures Report



Board of Public Works & Safety

December 2013

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WESTFIELD POLICE DEPARTMENT

December 2013

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

Abduction/ Kidnapping	0
Abuse/ Abandonment/Neglect	3
Admin- K-9 Detail	0
Admin- Log Information	0
Admin-Public Relations	4
Admin- Special Detail	0
Admin- Test Calls	0
Admin- Tow Release	7
Admin- Warning Correction	0
Alarm- Bank	1
Alarm- Business	39
Alarm- Residence	76
Animal- Complaints	1
Assault- Battery	1
Assault- Sexual	0
Assist- Fire Incident	4
Assist- Medical Incident	12
Assist- Other Agencies	23
Bomb Found/ Suspicious Pkg	0
Burglary/ Home Invasion	6
Damage/ Vandalism/ Mischief	8
Deceased- All Others	1
Disturbance- Fireworks Cmplt	1
Disturbance- Loud Party	0
Disturbance- Noise Complaint	5
Disturbance- Nuisance	0
Disturbance- Physical (fight)	2
Disturbance- Verbal	4
Domestic Disturbance	4
Drugs- Complaint	1
Fraud- Criminal Deception	0
Fraud- Forgery	14
Fraud- Prescription	0
Harassment/ Stalking/ Threat	17
Indecency / Lewdness	0
Intoxicated- Possible DUI	9
Mental/ Emotional- Behavioral	7
Miscellaneous	6

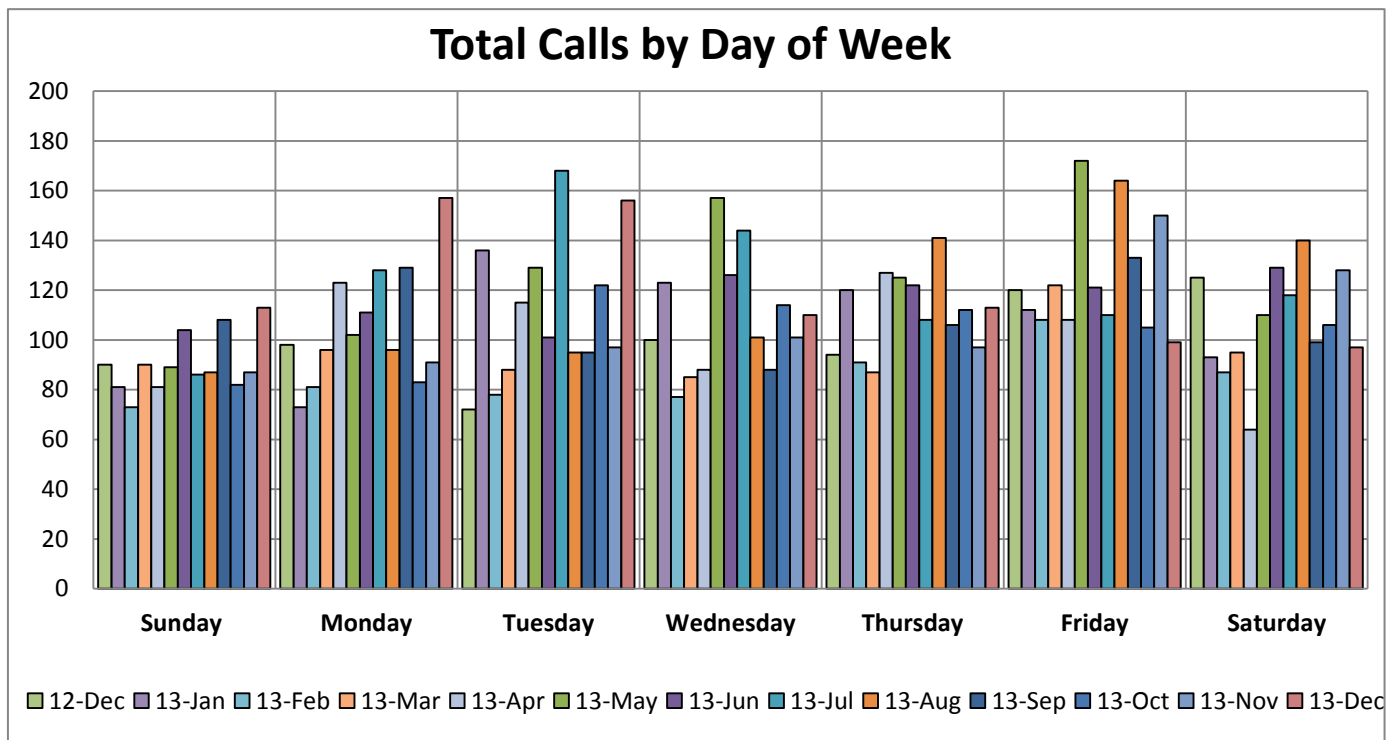
Person-Missing	5
Persons- Runaway	7
Robbery-Carjacking	
Service Call- 9-1-1 Hang Up	0
Service Call- Damage to Property	15
Service Call- Found Property	4
Service Call- Keep the Peace	40
Service Call- Lost Property	4
Service Call- Notification	2
Service Call- Security Check	8
Service Call- Vehicle Lockout	59
Service Call- Vin Check	17
Service Call- Welfare Check	30
Suicidal- Attempted	0
Suicidal- Persons Threatening	1
Supplemental- Case Follow Up	100
Suspicious- Noises	2
Suspicious- Open Door/ Window	4
Suspicious- Person/Prowler	38
Suspicious- Solicitor	4
Suspicious- Vehicle	35
Theft- From a Vehicle	4
Theft- Of a Vehicle	3
Theft- Others	23
Theft- Shoplifting	6
Trespassing/ Unwanted Person	3
Trfc Complaint - Abandoned Veh	7
Trfc Complaint- Driving Issues	24
Trfc Complaint- Parking Issues	5
Trfc Hazard- Debris in Road	5
Trfc Hazard- Disabled Vehicle	25
Trfc Hazard- Trfc Signal Out	0
Trnsprtn Acdnt- MV Hit & Run	7
Trnsprtn Acdnt- MV Prop Damg	49
Trnsprtn Acdnt- MV Prsnl Inj	7
Wanted- Warrant Service	0
Weapons- Person Carrying	0
Weapons- Shot Fired	3

WESTFIELD POLICE DEPARTMENT

December 2013

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

DAY	12-Dec	13-Jan	13-Feb	13-Mar	13-Apr	13-May	13-Jun	13-Jul	13-Aug	13-Sep	13-Oct	13-Nov	13-Dec
Sunday	90	81	73	90	81	89	104	86	87	108	82	87	113
Monday	98	73	81	96	123	102	111	128	96	129	83	91	157
Tuesday	72	136	78	88	115	129	101	168	95	95	122	97	156
Wednesday	100	123	77	85	88	157	126	144	101	88	114	101	110
Thursday	94	120	91	87	127	125	122	108	141	106	112	97	113
Friday	120	112	108	122	108	172	121	110	164	133	105	150	99
Saturday	125	93	87	95	64	110	129	118	140	99	106	128	97
TOTAL	699	738	595	663	706	884	814	862	824	758	724	751	845



WESTFIELD POLICE DEPARTMENT

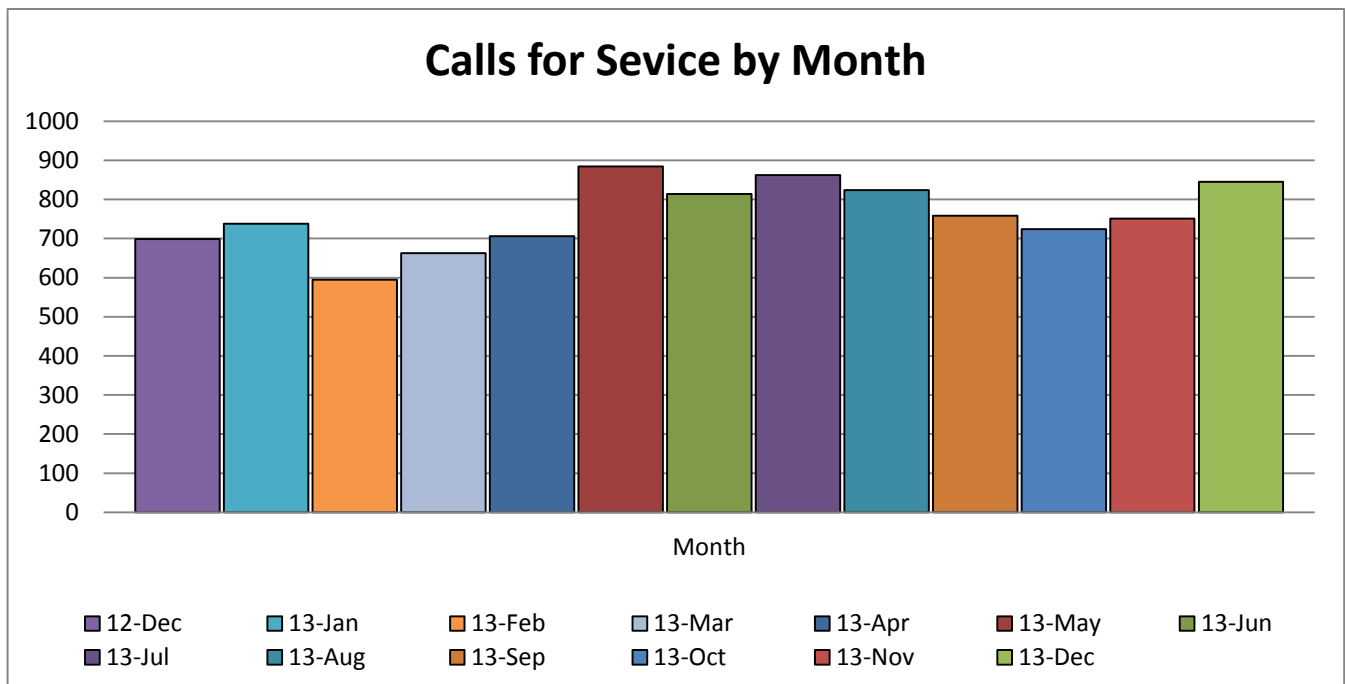
December 2013

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

HOURL	12-Dec	13-Jan	13-Feb	13-Mar	13-Apr	13-May	13-Jun	13-Jul	13-Aug	13-Sep	13-Oct	13-Nov	13-Dec
0	16	17	17	20	16	20	26	31	17	16	25	13	30
1	20	16	12	9	12	24	21	24	18	12	12	12	15
2	10	14	7	10	11	13	10	15	7	15	8	9	20
3	10	13	8	4	15	9	12	11	8	8	9	15	10
4	6	3	7	11	12	5	7	11	4	5	5	8	6
5	9	14	11	6	5	6	8	10	9	10	9	10	6
6	11	10	11	13	14	17	18	12	16	9	14	11	16
7	28	24	14	25	27	22	17	21	27	31	25	23	31
8	38	35	24	32	38	36	34	30	39	40	23	34	25
9	39	35	37	34	41	42	40	33	41	39	31	38	47
10	39	39	43	34	35	47	32	33	37	37	32	29	41
11	39	46	33	46	32	45	43	40	43	42	53	48	41
12	44	44	43	38	37	42	35	49	46	43	42	36	52
13	40	37	39	40	49	53	61	58	50	46	34	46	44
14	39	52	35	50	44	65	39	58	51	48	55	52	65
15	47	56	40	45	45	64	50	50	42	43	55	50	60
16	41	58	45	28	43	65	42	46	48	35	44	52	58
17	37	44	34	38	38	62	52	51	65	50	46	49	52
18	36	47	31	41	42	38	44	52	45	46	43	47	57
19	42	26	24	33	32	45	54	51	47	51	44	50	36
20	32	26	25	27	37	39	34	45	45	37	30	35	40
21	24	36	21	33	32	47	47	46	46	40	34	28	40
22	21	25	18	27	26	42	57	56	34	28	30	24	33
23	31	21	16	19	23	36	31	29	39	27	21	32	20
TOTAL	699	738	595	663	706	884	814	862	824	758	724	751	845

WESTFIELD POLICE DEPARTMENT

December 2013



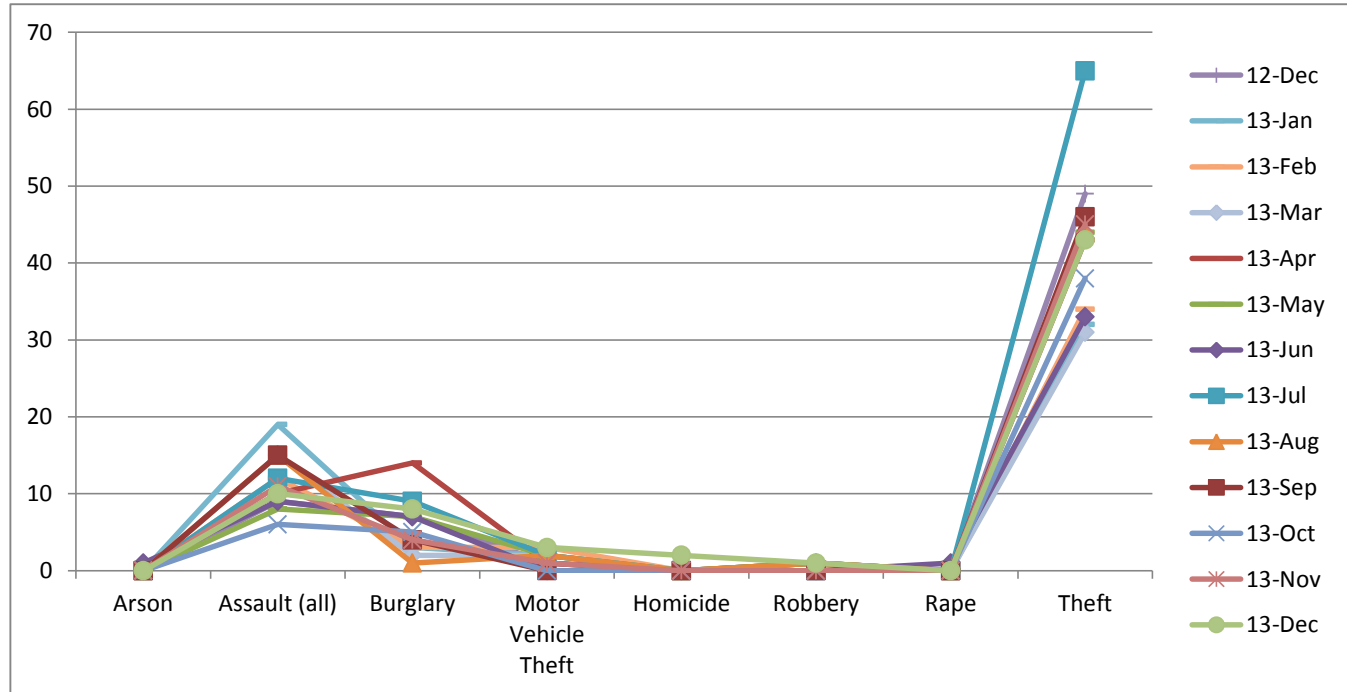
WESTFIELD POLICE DEPARTMENT

December 2013

UCR OFFENSES*

OFFENSE	12-Dec	13-Jan	13-Feb	13-Mar	13-Apr	13-May	13-Jun	13-Jul	13-Aug	13-Sep	13-Oct	13-Nov	13-Dec
Arson	0	0	0	0	0	0	1	0	0	0	0	0	0
Assault (all)	9	19	12	15	10	8	9	12	15	15	6	11	10
Burglary	7	3	3	2	14	7	7	9	1	4	5	4	8
Motor Vehicle Theft	1	2	3	2	1	2	0	2	2	0	0	1	3
Homicide	0	0	0	0	0	0	0	0	0	0	0	0	2
Robbery	0	1	0	1	1	1	0	0	1	0	0	0	1
Rape	0	0	0	0	0	0	1	0	0	0	0	0	0
Theft	49	32	34	31	43	44	33	65	44	46	38	45	43
TOTAL	66	57	52	51	69	62	51	88	63	65	49	61	67

*hierarchy rule was not used in calculating results



WESTFIELD POLICE DEPARTMENT

December 2013

NON UCR OFFENSES

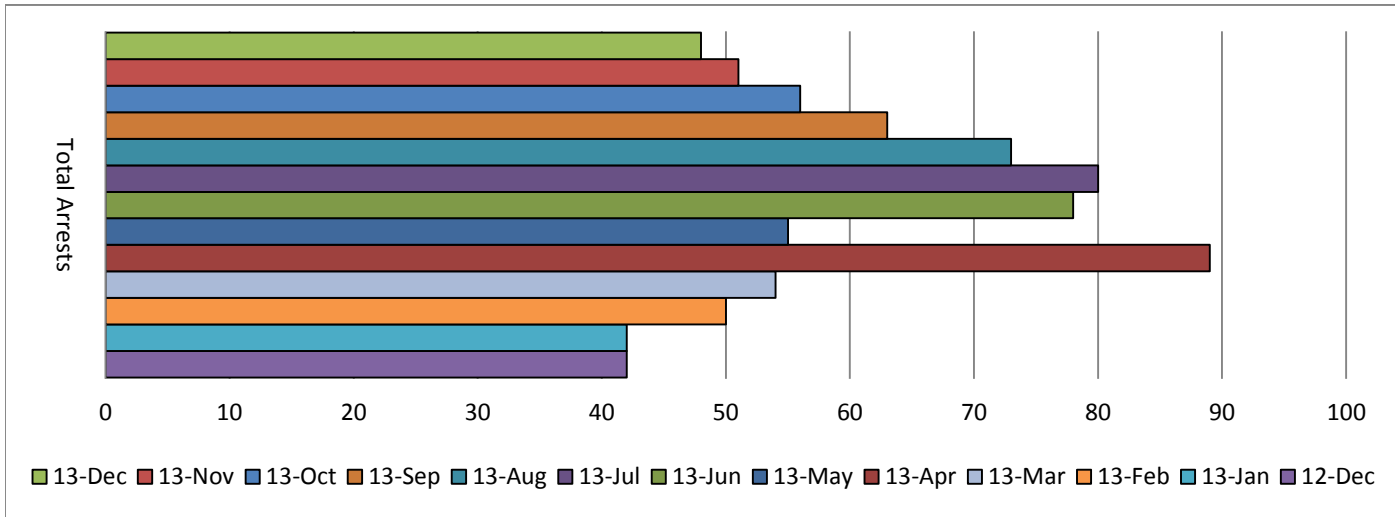
ALARMS	0
ANIMALS/ INCLUDING DOG BITES	1
ASSIST OTHER AGENCY	3
CHECK DECEPTION	2
CHILD ABUSE REPORTED	2
CHILD CUSTODY DISPUTE	2
CHILD NEGLECT REPORTED	12
CIVIL DISPUTE	0
CRIMINAL CONFINEMENT	0
CRIMINAL MISCHIEF/VANDALISM	10
CRIMINAL RECKLESSNESS	1
DAMAGED PROPERTY	7
DEATHS OTHER THAN HOMICIDE/SUICIDE	1
DISORDERLY CONDUCT	0
DISTURBANCE/ARGUMENTS/FIGHTS	11
DOMESTIC DISTURBANCE	5
DRIVING WHILE SUSPENDED	10
DRUG ABUSE VIOLATIONS	6
FALSE INFORMING OR REPORTING	1
FORGERY/COUNTERFEITING	3
FRAUD	10
FRAUD-CREDIT CARD	3
HARASSMENT	3
HARASSMENT/TELEPHONE	8
INCORRIGIBILITY	3
INTERFERENCE WITH REPORTING A CRIME	1
INVASION OF PRIVACY	3

JUVENILE COMPLAINT	2
LEAVING THE SCENE/HIT AND RUN	9
LIQUOR LAW VIOLATIONS	3
LOSS OF PROPERTY	0
MENTAL PERSON/DEMENTED	2
MISSING PERSON/LOST	2
OPERATING WHILE INTOXICATED	9
OPERATOR NEVER LICENSED	6
POSS MARIJUANA	4
PROPERTY FOUND	1
PUBLIC INTOXICATION	0
RECKLESS DRIVING	0
RESIDENTIAL ENTRY	0
RESISTING LAW ENFORCEMENT	0
RUNAWAY	0
SOLICITING	0
STALKING	0
SUICIDE/ATTEMPTS/THREATS OF	0
SUSPICIOUS INCIDENT/PERSON	18
THREATS/INTIMIDATION	2
TRAFFIC ACCIDENTS	4
TRAFFIC VIOLATIONS	19
TRESPASSING	0
UNLAWFUL ENTRY OF A VEHICLE	1
VIOLATION OF RESTRAINING ORDER	0
WEAPON VIOLATION	2
WELFARE CHECK	4

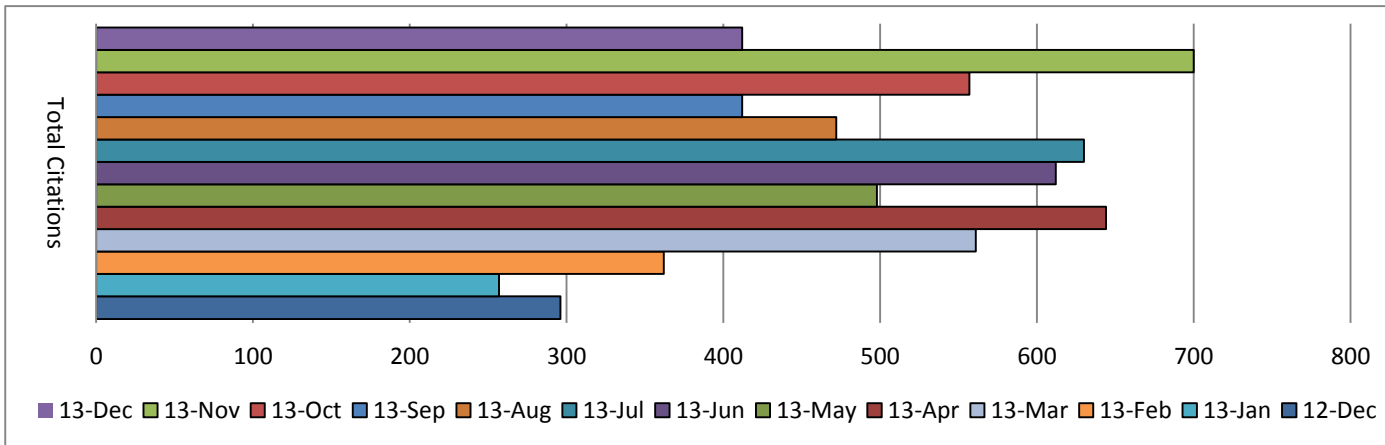
WESTFIELD POLICE DEPARTMENT

December 2013

Arrest Reports Taken	12-Dec	13-Jan	13-Feb	13-Mar	13-Apr	13-May	13-Jun	13-Jul	13-Aug	13-Sep	13-Oct	13-Nov	13-Dec
Alcohol/ Drug Related	13	14	15	16	42	17	38	28	33	28	27	13	24
Felony Charges	8	12	8	16	21	14	17	25	12	25	6	15	14
Misdemeanor Charges	50	44	59	56	101	58	92	91	104	74	74	57	55
Traffic Arrest Charges	36	28	39	38	54	43	48	57	73	47	48	37	33
Total Arrests	42	42	50	54	89	55	78	80	73	63	56	51	48



Traffic	12-Dec	13-Jan	13-Feb	13-Mar	13-Apr	13-May	13-Jun	13-Jul	13-Aug	13-Sep	13-Oct	13-Nov	13-Dec
Total Citations	296	257	362	561	644	498	612	630	472	412	557	700	412
<i>Bike Patrol</i>	0	0	0	0	0	0	0	0	0	0	0	0	0
Total Written Warnings	555	601	677	1013	1049	897	1053	1414	1375	1232	1183	1048	723
<i>Bike Patrol</i>	0	0	0	0	0	0	0	0	0	0	0	0	0
Total Traffic Accidents	64	53	40	35	47	63	38	51	54	64	46	54	49
<i>Hit and Run</i>	3	2	3	3	5	7	4	4	8	4	1	9	5
<i>Personal Injury</i>	12	8	6	6	8	13	5	8	10	10	11	6	5
<i>*Fatality</i>	0	0	0	0	1	0	0	0	0	0	0	0	0
<i>Property Damage</i>	49	43	31	26	33	43	29	39	36	50	34	39	39

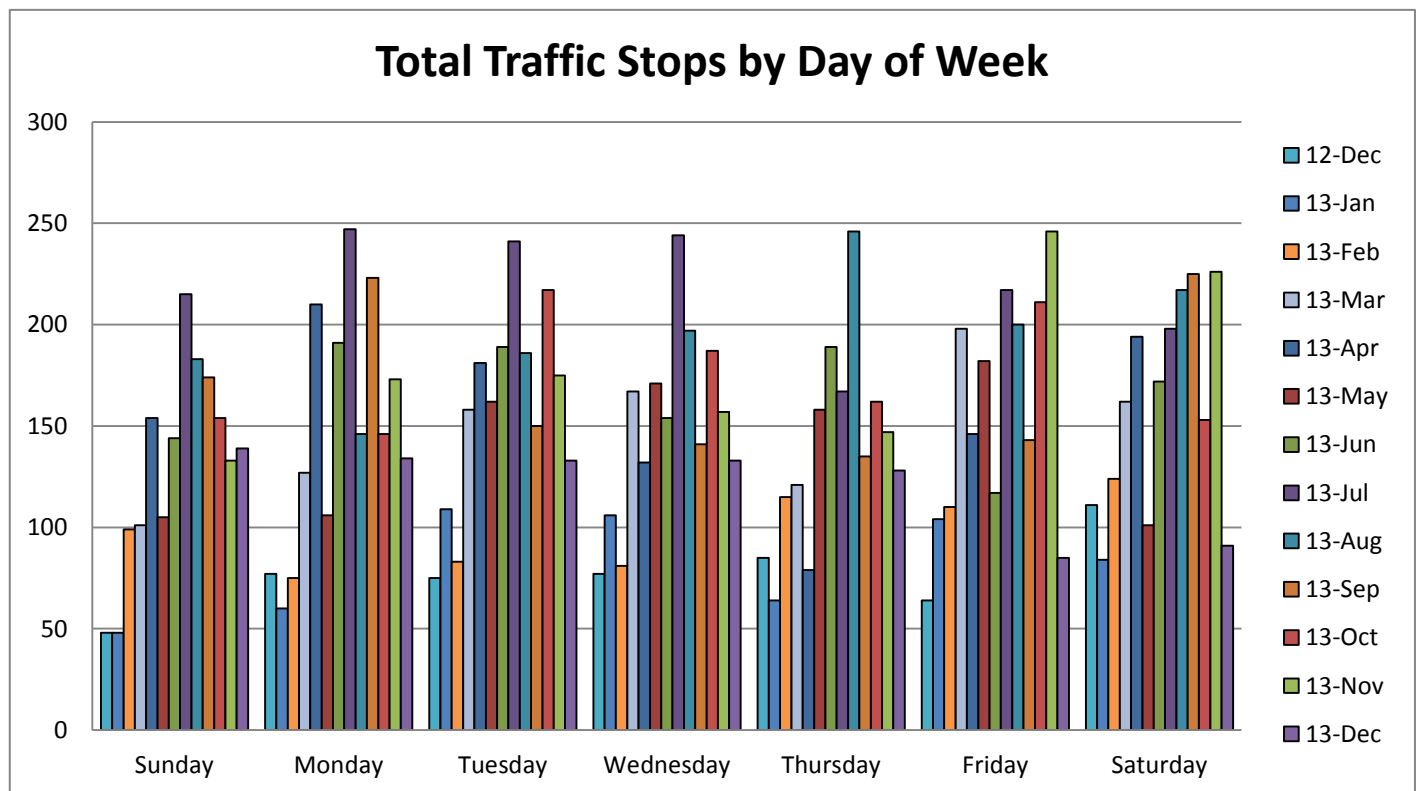


WESTFIELD POLICE DEPARTMENT

December 2013

Traffic Stops: SELF INITIATED by Day of Week

Day:	12-Dec	13-Jan	13-Feb	13-Mar	13-Apr	13-May	13-Jun	13-Jul	13-Aug	13-Sep	13-Oct	13-Nov	13-Dec
Sunday	48	48	99	101	154	105	144	215	183	174	154	133	139
Monday	77	60	75	127	210	106	191	247	146	223	146	173	134
Tuesday	75	109	83	158	181	162	189	241	186	150	217	175	133
Wednesday	77	106	81	167	132	171	154	244	197	141	187	157	133
Thursday	85	64	115	121	79	158	189	167	246	135	162	147	128
Friday	64	104	110	198	146	182	117	217	200	143	211	246	85
Saturday	111	84	124	162	194	101	172	198	217	225	153	226	91
TOTAL	537	575	687	1034	1096	985	1156	1529	1375	1191	1230	1257	843



WESTFIELD POLICE DEPARTMENT

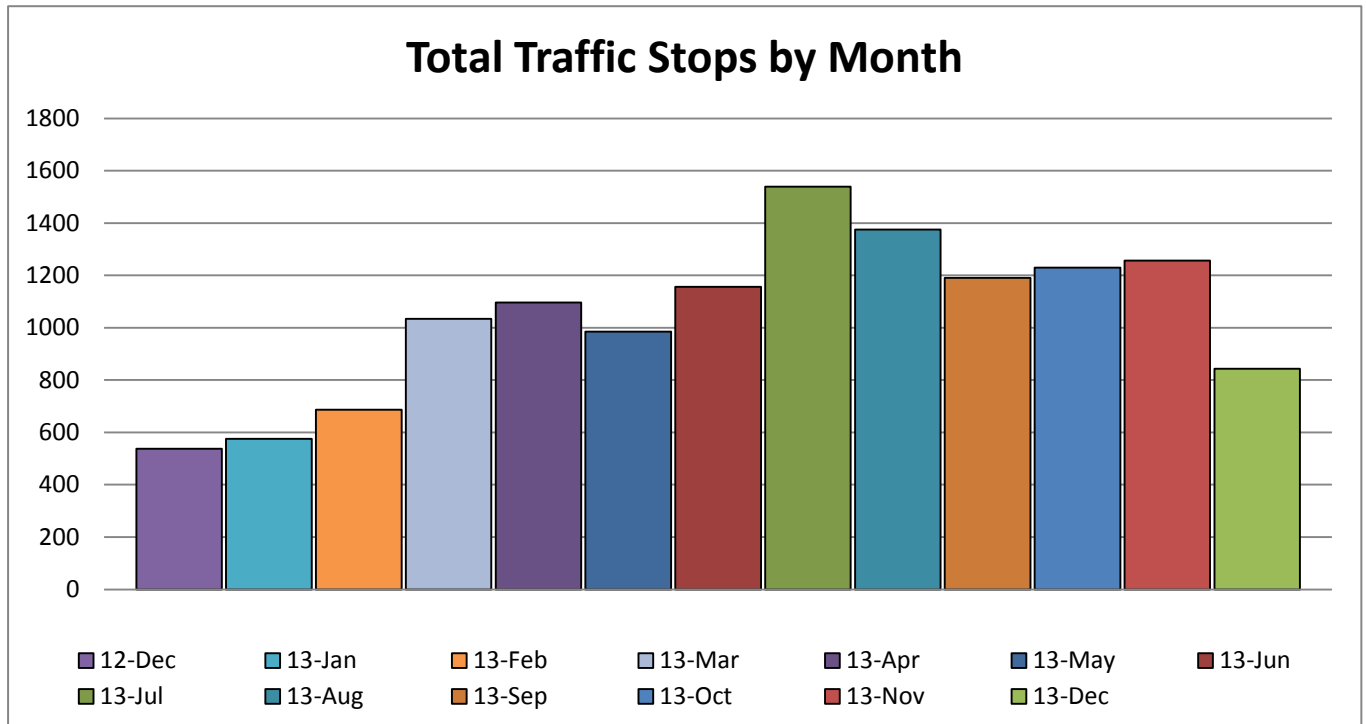
December 2013

Traffic Stops: SELF INITIATED by Hour of Day

Hour:	12-Dec	13-Jan	13-Feb	13-Mar	13-Apr	13-May	13-Jun	13-Jul	13-Aug	13-Sep	13-Oct	13-Nov	13-Dec
0	24	34	45	60	58	38	45	74	93	65	76	73	51
1	17	28	29	58	50	24	42	84	50	45	57	53	31
2	12	12	12	28	24	22	14	44	35	30	25	21	11
3	5	3	7	11	9	11	10	14	24	13	9	12	6
4	12	10	9	16	14	9	10	26	23	12	14	12	11
5	26	10	19	21	18	28	16	47	27	16	15	29	18
6	0	2	4	10	23	31	28	49	29	16	10	13	6
7	10	18	13	30	58	72	101	190	111	95	71	79	45
8	29	26	25	52	73	82	92	70	70	77	75	93	56
9	26	40	25	46	52	64	59	60	47	54	69	94	56
10	27	22	35	34	60	61	65	80	63	44	66	80	41
11	14	7	19	27	27	26	50	32	25	25	43	30	16
12	13	19	19	37	22	29	50	35	35	27	28	34	13
13	11	40	15	56	39	57	69	45	44	31	50	62	28
14	25	40	16	46	43	42	56	29	62	42	59	58	27
15	22	13	9	34	28	34	41	49	40	56	40	49	24
16	5	4	6	31	22	30	50	33	20	21	21	32	13
17	18	15	16	31	39	28	19	29	28	29	20	24	17
18	26	15	32	51	52	28	32	66	63	57	32	30	30
19	39	42	92	115	116	81	95	152	125	132	141	106	91
20	43	41	53	56	62	30	41	77	65	63	49	40	41
21	38	31	32	61	63	48	47	66	86	57	65	52	52
22	54	56	57	63	85	61	59	85	99	92	92	97	77
23	41	47	98	60	59	49	65	103	111	92	103	84	82
TOTAL	537	575	687	1034	1096	985	1156	1539	1375	1191	1230	1257	843

WESTFIELD POLICE DEPARTMENT

December 2013



**Westfield Police Department
Community Events
December 2013**

12/14 FOP COPS and KIDS

12/10 Westfield School Counselor Presentation on Child Abuse & Neglect Procedures –
Investigations Division

Westfield Area Apartment Managers Check-Ins – Investigations Division

5 car seat installations

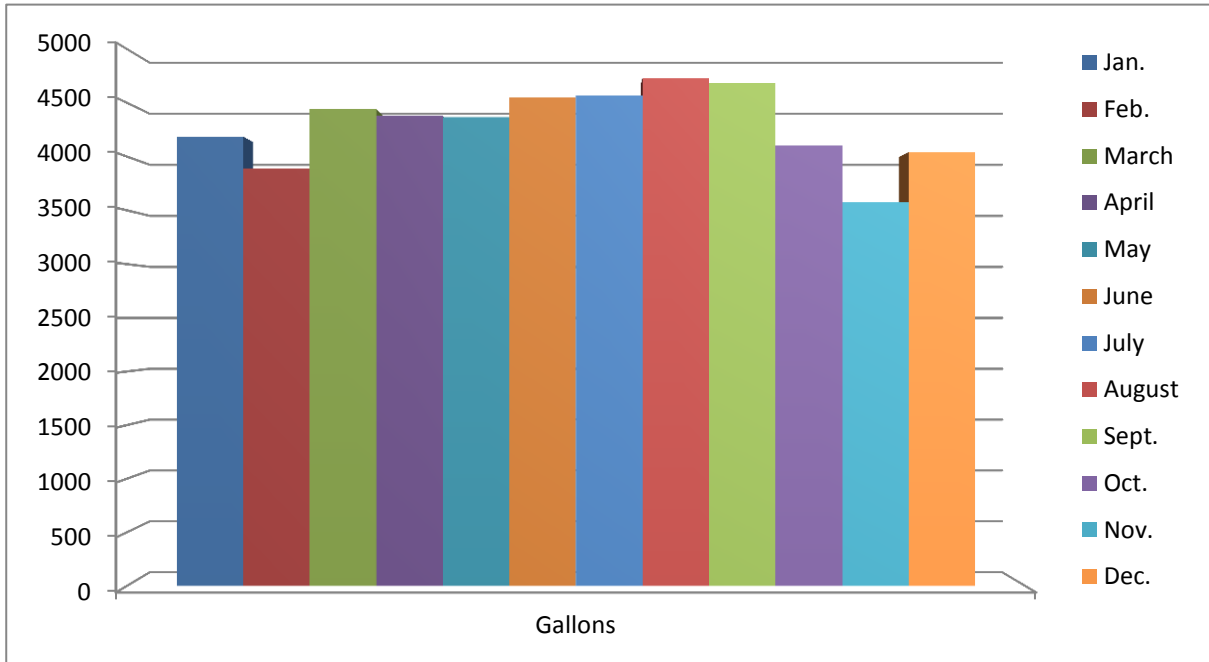
WESTFIELD POLICE DEPARTMENT

Monthly Fuel Purchases

Gallons 2012/2013

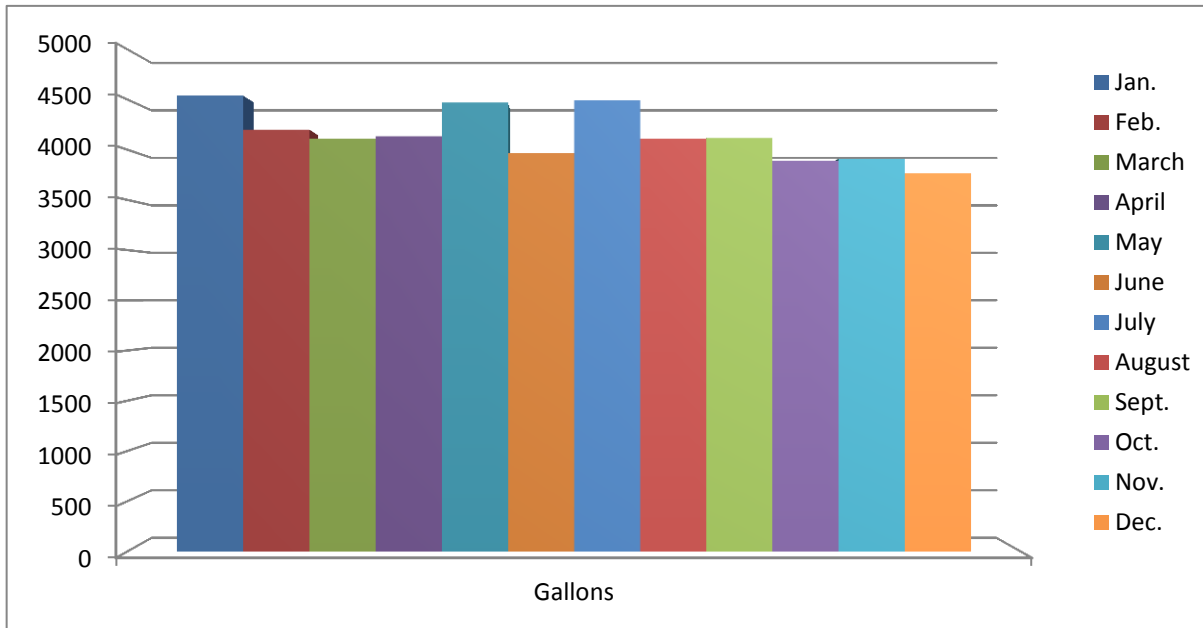
Fuel Purchases 2013

Month	Jan.	Feb.	March	April	May	June	July	August	Sept.	Oct.	Nov.	Dec.
Gallons	4185	3890	4444	4379	4366	4552	4564	4727	4682	4100	3576	4042



Fuel Purchases 2012

Month	Jan.	Feb.	March	April	May	June	July	August	Sept.	Oct.	Nov.	Dec.
Gallons	4538	4200	4113	4134	4469	3968	4490	4112	4115	3888	3912	3768



**Westfield Police Department
Monthly Training Summary
December 2013**

12/2-6 Instructor Development – Officer Newlin-Haus

12/3-5 – Firearms - Departmental

12/9-10 Finding the Leader in You – Sgt. Adams

12/12 Monthly ESU

Performance Counseling Statements/Awards

November/December 2013

11/18 Sgt. Dine and Detective Bays received a Counseling Statement for a drug investigation. Based on Sgt. Dine's attention and awareness, a felony amount of drugs and dozens of pieces of paraphernalia were seized and three subjects were arrested. Det. Bays' assistance with contacting the prosecutor and judge to obtain the warrant were integral parts of the investigation.

12/5 Lt. Siara received a Counseling Statement for his response to a suspicious vehicle. A subjected called to say they were appreciative of Lt. Siara's quick response and that he took the time to follow up with them to let them know of his findings.



Mayor
Andy Cook

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

Clerk Treasurer
Cindy J. Gossard

Parks and Recreation

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

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

To: Westfield Board of Works

From: Melody Jones

CC: Todd Burtron

Date: January 23, 2014

RE: Park Department Report for January 2014

Dear Board Members:

Since the last Board of Works meeting there have been no construction projects started or contracts signed. Besides plowing snow the department has spent considerable time this month attending training opportunities.

Office staff attended the Indiana Parks and Recreation Association State Conference which took place January 15th through the 17th. Amanda Jackson attended a week long Special Event Management School, hosted by the National Parks & Recreation Association and the International Events and Festival Association. Chris McConnell attended the Maintenance Supervisor School, hosted by the National Parks & Recreation Association for one week. Brandon Leeman started a twelve week Tree Steward program. Chris, Brandon and I took advantage of a webinar on Urban Forestry. And I participated in a webinar on Indiana Bicentennial Festivity Planning.

There has also been a staff change in the Parks Department. Stephanie Bauman, Program Coordinator resigned and Brittany Goger has taken on that role. Jordan McBride has been hired as the new Administrative Assistant and will start on January 27th.

Planning for park projects, programs and special events are ongoing and we are looking forward to a great 2014.



WESTFIELD FIRE DEPARTMENT

"Weaving the Traditions of our Past into the Realities of our Future."

On December 3, 2013 the Office of the State Fire Marshal-Hazardous Materials Division posted an available grant. This grant is funded from the federal government and distributed by the Indiana Department of Homeland Security (IDHS).

The grant was for hazardous materials teams within Indiana which meet the requirements set by the National Incident Management System (NIMS) to be a qualified hazardous materials team. The Hazardous Materials Team Qualification Program (HMTQP) assessed the City of Westfield Fire Department's Standard Operating Guidelines, training records, and our current equipment inventory.

After the assessment it was determined that updating the City of Westfield Fire Department's air monitoring equipment was needed. An application for the HMTQP grant was submitted to the IDHS for the amount of \$6,326.49 for the replacement of the current air monitoring equipment by the deadline of December 13, 2013.

The City of Westfield Fire Department was awarded the grant on January 21, 2014. This is a reimbursable grant, the City of Westfield Fire Department must first purchase the items agreed upon in the grant application and will then be reimbursed approximately 90 days.

Joe Lyons

2013 HOMELAND SECURITY GRANT PROGRAM SUB-GRANT AGREEMENT
EDS# C44P-4-475B

This 2013 Homeland Security Grant Program Sub-Grant Agreement (hereinafter called the "Agreement") is made and entered into by the Indiana Department of Homeland Security (hereinafter called the "State") and the City of Westfield (hereinafter called the "Sub-grantee"), for the purposes and subject to the terms and conditions agreed to herein.

1. Purpose of Agreement

The purpose of this Agreement is to enable the State to make a sub-grant to the Sub-grantee from the U.S. Department of Homeland Security, Federal Emergency Management Agency, Grant Programs Directorate, Fiscal Year 2013 Homeland Security Grant Program, Award Number EMW-2013-SS-00017, for the allowable costs of this project (the "Project") as described in **Exhibit A**, which is attached to and fully incorporated into this Agreement.

2. Amount of Sub-grant

This sub-grant is for an amount not to exceed \$6,326.49 from the State Homeland Security Program (SHSP) (CFDA 97.073). The SHSP grant program is a component of and is audited under the Homeland Security Grant Program, which is assigned CFDA #97.067. The sub-grant funds shall be used exclusively in accordance with the provisions contained in this Agreement.

3. Term of Agreement

This Agreement shall commence on the date it has been signed by all signatories ("effective date"). The term of this Agreement shall end one (1) year after the effective date.

4. Payment of Sub-grant Funds

The payment of this sub-grant by the State to the Sub-grantee shall be made in accordance with and subject to the following conditions:

- A. This Agreement must have been executed by all signatories.
- B. The Sub-grantee must be in compliance with, to the State's satisfaction, the terms and conditions of this Agreement and all applicable federal and State requirements for any federal or State grant programs administered by the State.
- C. Prior to making a payment under this Agreement, the Sub-grantee must have submitted to the State a receipt and other documentation demonstrating that the goods or services have been received by the Sub-grantee, all equipment has been installed, if applicable, and the Sub-grantee has paid for an approved expenditure that is part of the Project. The State will only process one request for payment from the Sub-grantee at a time (including request for payment under other grant agreements). These records shall be submitted in the form and manner specified by the State and shall be accompanied by sufficient documentation to demonstrate to the State that the expenditures were allowable expenditures.
- D. All payments shall be made 35 days in arrears in conformance with State fiscal policies and procedures and, as required by IC §4-13-2-14.8, by electronic funds transfer to the financial institution designated by the Sub-grantee in writing. No payments will be made in advance of the Sub-grantee's receipt of the goods or services.
- E. Reimbursement of an expenditure is not a final State decision about the allowability or eligibility of such cost and is not a waiver of any violation by the Sub-grantee of the terms of this Agreement. The Sub-grantee shall return to the State any and all funds provided to the Sub-grantee which are in excess of current needs, in excess of amounts approved by the State or the Federal Emergency Management Agency (FEMA), or found by audit or investigation to be owing to the State or FEMA. Repayment shall be made to the State within thirty (30) days after the Sub-grantee becomes aware of such excess fund or funds due or is notified by FEMA or the State. If the Sub-grantee fails to pay the State such funds within thirty (30) days, and if FEMA assesses interest charges on these unpaid balances, the Sub-grantee shall be obligated to pay these interest charges. If immediate repayment is not possible, then a reasonable repayment schedule with, if applicable, interest charged on the unpaid balance, will be submitted to the State for approval.

5. Sub-grantee's Duties and Responsibilities:

- A. The Sub-grantee shall be solely responsible for the proper implementation of the approved Project. Any inconsistency or ambiguity in this Agreement shall be resolved by giving precedence in the following order: (1) This Agreement; (2) Exhibit A.
- B. The Sub-grantee shall only use the funds provided under this Agreement for the itemized expenditures identified in Exhibit A of this Agreement and shall not spend more than the specified amount for each such itemized expenditure. The Sub-grantee may request, in writing, approval from the State to modify the expenditures itemized or the amounts specified on Exhibit A. This request shall be submitted in the form and manner specified by the State. At its sole discretion, the State may, in writing, approve this request. The Sub-grantee must obtain this written approval from the State PRIOR to making an expenditure that is not in compliance with Exhibit A.
- C. The Sub-grantee shall obligate (which includes, but is not limited to ordering, accepting delivery, installing equipment and full completion of performance of any service agreements or contracts) the funds by no later than six (6) months after the effective date of this Agreement (the "Obligation Deadline"). The Sub-grantee shall liquidate (expend) the funds and submit a final report and documentation of expenditures made within sixty (60) days of the Obligation Deadline. The State has the discretion, and reserves the right, to NOT reimburse the Sub-grantee for an expenditure that does not comply with both the obligation and liquidation requirements established in this paragraph. The Sub-grantee may request, in writing, and the State may, at its sole discretion, provide written approval extending either of these deadlines.
- D. Sub-grant funds shall not be used to pay for obligations incurred, equipment procured or work performed prior to the effective date of this Agreement.
- E. The Sub-grantee shall ensure that funds awarded under this Agreement do not replace (supplant) funds that have been budgeted for the same purpose through non-Federal sources. The Sub-grantee may be required to demonstrate and document that a reduction in non-Federal resources occurred for reasons other than the receipt or expected receipt of Federal funds.
- F. Until this Project has been completed, the Sub-grantee shall submit to the State written quarterly reports detailing the progress toward completion of the Project. These reports shall include the information, be in the format specified and be submitted in accordance with the schedule established by the State.
- G. The Sub-grantee shall comply with the requirements in the following:
 - i. The U.S. Department of Homeland Security program guidelines: "FY 2013 Homeland Security Grant Program (HSGP) Funding Opportunity Announcement (FOA)" which is available from: <http://www.fema.gov/fy-2013-homeland-security-grant-program-hsgp-0>.
 - ii. The document titled "2013 Homeland Security Grant Program-Additional Federal and State Requirements" available from: <http://www.in.gov/dhs/grants.htm>.
 - iii. The document titled "Indiana Department of Homeland Security, Comprehensive Training & Exercise Guidance, Volume I, September 21, 2012" (September 2012 yearly update version) available from: <http://www.in.gov/dhs/2426.htm>. (These requirements include, but are not limited to, the State's requirement the Homeland Security Exercise and Evaluation Program (HSEEP) Methodology be used for all training and exercise design, planning, conduct, and for the after action/improvement process, and that all training and exercises must be scheduled on the U.S. DHS National Exercise Schedule (NEXS) System to include all required information as listed on the NEXS System.)
- H. If the Sub-grantee has not already done so, within thirty (30) days of the effective date of this Agreement, the Sub-grantee shall provide the State with the principal point of contact for the Sub-grantee's digital geographic information system (GIS) data and digital orthophotography (air photos) data, including the name(s) and associated contact information (address, phone, e-mail). If the State so requests, the Sub-grantee will share with the State, at no cost to the State, the Sub-grantee's digital GIS data and digital orthophotography data with the State for emergency planning and response purposes. The data should be provided to the State in an ESRI compatible format, or a format in which both graphics and attribute data can be converted into an ESRI platform. Data should be accompanied by a description of the data set; preferably by Indiana Profile Metadata or FGDC metadata, or minimally by the following specific information:

- i. Title of the data set
 - ii. Description of the projection and coordinate system used
 - iii. Brief description of the data sets and their attributes (description of the fields in the database)
 - iv. Description of the accuracy of the data set, if known
 - v. Maintenance and update frequency.
- I. The Sub-grantee shall comply with the most recent version of the following Administrative Requirements, Cost Principles, and Audit Requirements. A non-exclusive list of regulations commonly applicable to U.S. DHS grants are listed below:
- i. Administrative Requirements:
 - Office of Management and Budget (OMB) Circular A-102, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments (also known as the "A-102 Common Rule") and U.S. DHS regulations at 44 CFR 13, "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments."
 - OMB Circular A-110, Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations, relocated to 2 CFR Part 215.
 - ii. Cost Principles: The cost principles applicable to this grant originate from one of the following sources:
 - OMB Circular A-21, Cost Principles for Educational Institutions, relocated to 2 CFR Part 220.
 - OMB Circular A-87, Cost Principles for State, Local, and Indian Tribal Governments, relocated to 2 CFR Part 225.
 - OMB Circular A-122, Cost Principles for Non-Profit Organizations, relocated to 2 CFR Part 230.
 - iii. Audit Requirements: The audit requirements for State, Local and Tribal recipients of U.S. DHS awards originate from OMB Circular A-133, Audits of States, Local Governments and Non-Profit Organizations.
- J. Failure to implement or complete the Project or failure to expend funds in accordance with this Agreement may be considered a material breach of this Agreement and shall entitle the State to impose sanctions against the Sub-grantee including, but not limited to, suspension of all grant payments, and/or suspension of the Sub-grantee's participation in State grant programs until such time as all material breaches are cured to the State's satisfaction. Sanctions may also include repayment of all funds provided under this Agreement which have been expended for activities which are not in the scope of this project as set forth in this Agreement. The Sub-grantee explicitly covenants that it shall promptly repay to the State all funds not spent in conformance with this Agreement.

6. Notice to Parties

Whenever any notice, statement or other communication is sent to the State or Sub-grantee it must be sent to the following addresses, unless otherwise specifically advised in writing.

- A. State: Requests for payment and notices, reports, invoices and receipts required by Paragraphs 4, 5.B., 5.C., and 5.F. of this Agreement shall be submitted to the State using the on-line Indiana Grants Management System (iGMS). All other notices, statements or other communications to the State shall be sent to:

Grants Management Director
Indiana Department of Homeland Security
302 West Washington Street, Room E220
Indianapolis, Indiana 46204
- B. Sub-grantee: Notices to the Sub-grantee shall be sent to the individual and address designated under Sub-grantee Contact Information in Exhibit A of this Agreement.

7. Monitoring By the State

The State may conduct a monitoring review and evaluation of activities as deemed appropriate by the State. This provision survives the expiration or termination of this Agreement. The Sub-grantee will effectively ensure the cooperation of the Sub-grantee's employees in such monitoring and evaluation efforts. The Sub-grantee will

take all actions necessary to correct or cure any findings identified by the State during its monitoring and evaluation.

8. Recordkeeping and Access to Records

- A. The Sub-grantee shall maintain all books, documents, papers, accounting records and other evidence pertaining to this Agreement. When records are stored away from the Sub-grantee's principal office, a written index of the location of records stored should be on hand and ready access should be assured. Records of different federal fiscal periods shall be separately identified and maintained so that information desired can be readily located. The Sub-grantee shall adequately protect records against fire or other damage.
- B. The Sub-grantee shall maintain these books, documents, papers, accounting records and other evidence pertaining to this project until at least the later of the following: (i) three (3) years after this Agreement expires; or (ii) February 27, 2019. If any litigation, claim, negotiation, audit, or other action involving the records has been started before the expiration date of the three-year period, the records must be retained until completion of the action and resolution of all issues which arise from it or until the end of the regular three-year period, whichever is later. Notwithstanding this provision, if the federal regulations governing this grant (44 CFR 13.42) require additional records to be maintained or require the records to be maintained for a longer period of time, the Sub-grantee shall adhere to these federal requirements.
- C. The Sub-grantee must permit any authorized representative of the State (including an authorized representative of the State Board of Accounts), the U.S. Department of Homeland Security, or the United States Comptroller General to inspect all work, materials, payrolls, and other data and records that pertain to this Agreement or any projects being funded under this Agreement, and to audit the books, records, and accounts of the Sub-grantee and its sub-grantees and contractors that pertain to the Agreement or any projects being funded under this Agreement. Copies thereof shall be furnished at no cost to the State or United States government representatives if requested.
- D. Closeout of this project will not alter the Sub-grantee's responsibilities under this Paragraph.

9. Close-Out Audit

If required by applicable provisions of the Office of Management and Budget Circular A-133 (Audits of States, Local Governments, and Non-Profit Organizations), following the date on which all sub-grant funds provided pursuant to this Agreement are expended, upon termination of this Agreement, or upon expiration of this Agreement, whichever is earliest, Sub-grantee shall arrange for a financial and compliance audit of funds provided by the State pursuant to this Agreement in accordance with the following:

- A. Such audit is to be conducted by an independent public or certified public accountant (or as applicable, the Indiana State Board of Accounts), and performed in accordance with the following:
 - i. The Indiana State Board of Accounts publication entitled "Uniform Compliance Guidelines for Examination of Entities Receiving Financial Assistance from Governmental Sources;" and
 - ii. Applicable provisions of the Office of Management and Budget Circular A-133 (Audits of States, Local Governments, and Non-Profit Organizations).
- B. The Sub-grantee is responsible for ensuring that the audit and any management letters are completed and forwarded to the State in accordance with the terms of this Agreement.
- C. Audits conducted pursuant to this paragraph must be submitted no later than nine (9) months following the close of the Sub-grantee's fiscal year.
- D. The Sub-grantee agrees to provide the Indiana State Board of Accounts and the State an original of all financial and compliance audits.
- E. The audit shall be an audit of the actual entity, or distinct portion thereof that is the Sub-grantee, and not of a parent, member, or subsidiary corporation of the Sub-grantee, except to the extent such an expanded audit may be determined by the Indiana State Board of Accounts or the State to be in the best interests of the State.
- F. The audit shall include a statement from the Auditor that the Auditor has reviewed this Agreement and that the Sub-grantee is not out of compliance with the financial aspects of this Agreement.

10. Termination of Agreement

- A. This Agreement may be suspended or terminated, in whole or in part, by the State whenever, for any reason, the State determines that such suspension or termination is in the best interest of the State. Suspension or termination shall be effected by delivery to the Sub-grantee of a Suspension or Termination Notice, specifying the extent to which such suspension or termination becomes effective.
- B. Costs resulting from obligations incurred by the Sub-grantee during a suspension or after termination of this Agreement are not allowable unless the State expressly authorizes them in the notice of suspension or termination. Other costs during suspension or after termination which are necessary and not reasonably avoidable are allowable if:
 - i. The costs result from obligations which were properly incurred before the effective date of suspension or termination, are not in anticipation of it, and, in the case of a termination, are not cancelable, and,
 - ii. The costs would be allowable if the Agreement were not suspended or expired normally at the end of the funding period in which the suspension or termination takes place.

11. Funding Cancellation

When the Director of the State Budget Agency makes a written determination that funds are not appropriated or otherwise available to support continuation of performance of this Agreement, the Agreement shall be canceled. A determination by the Director of the State Budget Agency that funds are not appropriated or otherwise available to support continuation of performance shall be final and conclusive.

12. Compliance with Laws

- A. The Sub-grantee shall comply with all applicable federal, state and local laws, rules, regulations and ordinances, and all provisions required thereby to be included herein are hereby incorporated by reference. The enactment or modification of any applicable state or federal statute or the promulgation of rules or regulations thereunder after execution of this Agreement shall be reviewed by the State and the Sub-grantee to determine whether the provisions of this Agreement require formal modification.
- B. The Sub-grantee and its agents shall abide by all ethical requirements that apply to persons who have a business relationship with the State as set forth in IC § 4-2-6 *et seq.*, IC § 4-2-7, *et seq.*, the regulations promulgated thereunder, and Executive Order 04-08, dated April 27, 2004. If the Sub-grantee is not familiar with these ethical requirements, the Sub-grantee should refer any questions to the Indiana State Ethics Commission, or visit the Inspector General's website at <http://www.in.gov/ig/>. If the Sub-grantee or its agents violate any applicable ethical standards, the State may, in its sole discretion, terminate this Agreement immediately upon notice to the Sub-grantee. In addition, the Sub-grantee may be subject to penalties under IC §§ 4-2-6, 4-2-7, 35-44.1-1-4, and under other applicable laws.
- C. The Sub-grantee certifies by entering into this Agreement that neither it nor its principal(s) is presently in arrears in payment of taxes, permit fees or other statutory, regulatory or judicially required payments to the State of Indiana. The Sub-grantee agrees that any payments currently due to the State of Indiana may be withheld from payments due to the Sub-grantee. Additionally, payments may be withheld, delayed, or denied and/or this Agreement suspended until the Sub-grantee is current in its payments and has submitted proof of such payment to the State.
- D. The Sub-grantee warrants that it has no current, pending or outstanding criminal, civil, or enforcement actions initiated by the State of Indiana, and agrees that it will immediately notify the State of any such actions. During the term of such actions, the Sub-grantee agrees that the State may suspend funding for the Project. If a valid dispute exists as to the Sub-grantee's liability or guilt in any action initiated by the State of Indiana or its agencies, and the State decides to suspend funding to the Sub-grantee, the Sub-grantee may submit, in writing, a request for review to the Indiana Department of Administration (IDOA). A determination by IDOA shall be binding on the parties. Any disbursements that the State may delay, withhold, deny, or suspend under this section shall not be subject to penalty or interest.
- E. The Sub-grantee warrants that the Sub-grantee and any contractors performing work in connection with the Project shall obtain and maintain all required permits, licenses, registrations, and approvals, and shall comply with all health, safety, and environmental statutes, rules, or regulations in the performance of work activities for the State. Failure to do so may be deemed a material breach of this Agreement and grounds for

immediate termination and denial of grant opportunities with the State of Indiana.

- F. The Sub-grantee affirms that, if it is an entity described in IC Title 23, it is properly registered and owes no outstanding reports to the Indiana Secretary of State.
- G. As required by IC 5-22-3-7:
 - (1) The Sub-grantee and any principals of the Sub-grantee certify that:
 - (A) the Sub-grantee, except for de minimis and nonsystematic violations, has not violated the terms of:
 - (i) IC 24-4.7 [Telephone Solicitation of Consumers];
 - (ii) IC 24-5-12 [Telephone Solicitations]; or
 - (iii) IC 24-5-14 [Regulation of Automatic Dialing Machines];in the previous three hundred sixty-five (365) days, even if IC 24-4.7 is preempted by federal law; and
 - (B) the Sub-grantee will not violate the terms of IC 24-4.7 for the duration of this Agreement, even if IC 24-4.7 is preempted by federal law.
 - (2) The Sub-grantee and any principals of the Sub-grantee certify that an affiliate or principal of the Sub-grantee and any agent acting on behalf of the Sub-grantee or on behalf of an affiliate or principal of the Sub-grantee:
 - (A) except for de minimis and nonsystematic violations, has not violated the terms of IC 24-4.7 in the previous three hundred sixty-five (365) days, even if IC 24-4.7 is preempted by federal law; and
 - (B) will not violate the terms of IC 24-4.7 for the duration of this Agreement, even if IC 24-4.7 is preempted by federal law.

13. Information Technology Accessibility Standards.

Any information technology related products or services purchased used or maintained through this Agreement must be compatible with the principles and goals contained in the Electronic and Information Technology Accessibility Standards adopted by the Architectural and Transportation Barriers Compliance Board under Section 508 of the federal Rehabilitation Act of 1973 (29 U.S.C. 794d), as amended. The federal Electronic and Information Technology Accessibility Standards can be found at: <http://www.access-board.gov/508.htm>.

14. Penalties/Interest/Attorney's Fees

The State will, in good faith, perform its required obligations under this Agreement and does not agree to pay any penalties, liquidated damages, interest, or attorney's fees, except as permitted by Indiana law, in part, IC 5-17-5, IC 34-54-8-5, and IC 34-13-1.

Notwithstanding the provisions contained in IC 5-17-5, any liability resulting from the State's failure to make prompt payment shall be based solely on the amount of funding originating from the State and shall not be based on funding from federal or other sources.

15. Severability

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

16. Survival

Any expiration or termination of this Agreement shall not affect the ongoing provisions of this Agreement or the ongoing requirements of the guidance documents, laws and regulations, or other requirements referenced in this Agreement that will survive the expiration or termination in accordance with their terms.

17. Remedies Not Impaired

No delay or omission of the State in exercising any right or remedy available under this Agreement impairs any such right or remedy or constitutes a waiver of any default or any acquiescence thereto.

18. Waiver of Rights

No right conferred on either party under this Agreement shall be deemed waived and no breach of this Agreement excused, unless the waiver is in writing and signed by the party claimed to have waived such right.

19. Drug-Free Workplace Certification

As required by Executive Order No. 90-5, April 12, 1990, issued by the Governor of Indiana, the Sub-grantee hereby covenants and agrees to make a good faith effort to provide and maintain a drug-free workplace. The Sub-grantee will give written notice to the State within ten (10) days after receiving actual notice that the Sub-grantee, or an employee of the Sub-grantee in the State of Indiana, has been convicted of a criminal drug violation occurring in the workplace. False certification or violation of the certification may result in sanctions including, but not limited to, suspension of grant payments, termination of the Agreement and/or debarment of grant opportunities with the State of Indiana for up to three (3) years.

In addition to the provisions of the above paragraphs, if the total amount set forth in this Agreement is in excess of \$25,000.00, the Sub-grantee certifies and agrees that it will provide a drug-free workplace by:

- A. Publishing and providing to all of its employees a statement notifying them that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Sub-grantee's workplace, and specifying the actions that will be taken against employees for violations of such prohibition; and
- B. Establishing a drug-free awareness program to inform its employees of (1) the dangers of drug abuse in the workplace; (2) the Sub-grantee's policy of maintaining a drug-free workplace; (3) any available drug counseling, rehabilitation and employee assistance programs; and (4) the penalties that may be imposed upon an employee for drug abuse violations occurring in the workplace; and
- C. Notifying all employees in the statement required by subparagraph (A) above that as a condition of continued employment, the employee will (1) abide by the terms of the statement; and (2) notify the Sub-grantee of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction; and
- D. Notifying in writing the State within ten (10) days after receiving notice from an employee under subdivision (C)(2) above, or otherwise receiving actual notice of such conviction; and
- E. Within thirty (30) days after receiving notice under subdivision (C)(2) above of a conviction, imposing the following sanctions or remedial measures on any employee who is convicted of drug abuse violations occurring in the workplace: (1) take appropriate personnel action against the employee, up to and including termination; or (2) require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, state or local health, law enforcement, or other appropriate agency; and
- F. Making a good faith effort to maintain a drug-free workplace through the implementation of subparagraphs (A) through (E) above.

20. Nondiscrimination

- A. Pursuant to the Indiana Civil Rights Law, specifically including IC 22-9-1-10, and in keeping with the purposes of the federal Civil Rights Act of 1964, the Age Discrimination in Employment Act, and the Americans with Disabilities Act, the Sub-grantee covenants that it shall not discriminate against any employee or applicant for employment relating to this Agreement with respect to the hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of the employee or applicant's: race, color, national origin, religion, sex, age, disability, ancestry, status as a veteran, or any other characteristic protected by federal, state, or local law ("Protected Characteristics"). Furthermore, the Sub-grantee certifies compliance with applicable federal laws, regulations, and executive orders prohibiting discrimination based on the Protected Characteristics in the provision of services.
- B. The Sub-grantee understands that the State is a recipient of federal funds, and therefore, where applicable, the Sub-grantee and any subgrantees, contractors and subcontractors shall comply with requisite affirmative action requirements, including reporting, pursuant to 41 CFR Chapter 60, as amended, and Section 202 of Executive Order 11246.

21. Lobbying Certification

- A. As required by Section 1352, Title 31 of the U.S. Code and implemented at 44 CFR 18, the Sub-grantee certifies that:
 - (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Sub-grantee, to

any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Sub-grantee shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The Sub-grantee shall require that the language of this certification be included in the award documents for all subawards at all tiers (including sub-contracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

- B. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

22. Debarment and Suspension

- A. The Sub-grantee certifies, by entering into this Agreement, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from entering into this Agreement by any federal agency or by any department, agency or political subdivision of the State of Indiana. The term "principal" for purposes of this Agreement means an officer, director, owner, partner, key employee, or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of the Sub-grantee.
- B. The Sub-grantee certifies that it has verified the state and federal suspension and debarment status for all contractors receiving funds under this Agreement and shall be solely responsible for any recoupment, penalties or costs that might arise from use of a suspended or debarred contractor. The Sub-grantee shall immediately notify the State if any contractor becomes debarred or suspended, and shall, at the State's request, take all steps required by the State to terminate its contractual relationship with the contractor for work to be performed under this Agreement.
- C. Sub-grantee shall not make any award or permit any award (subgrant or contract) to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in Federal assistance programs by any Federal department or agency.
- D. The Sub-grantee shall provide immediate written notice to the State if at any time the Sub-grantee learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
- E. As required by 2 CFR 3000.332, the Sub-grantee shall:
- (1) Comply with Subpart C of the OMB guidance in 2 CFR part 180; and
 - (2) Include a similar term or condition in any covered transaction into which it enters at the next lower tier.

23. U.S. Department of Homeland Security Specific Acknowledgements and Assurances.

The Sub-grantee hereby acknowledges and agrees, and shall require any sub-recipients, contractors, successors, transferees, and assignees to acknowledge and agree, to comply with applicable provisions governing U.S. Department of Homeland Security (U.S. DHS) access to records, accounts, documents, information, facilities, and staff, including, but not limited to the following:

- A. Recipients must cooperate with any compliance review or complaint investigation conducted by U.S. DHS.
- B. Recipients must give U.S. DHS access to and the right to examine and copy records, accounts, and other documents and sources of information related to the grant and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by U.S. DHS regulations and other

applicable laws or program guidance.

- C. Recipients must submit timely, complete, and accurate reports to the appropriate U.S. DHS officials and maintain appropriate backup documentation to support the reports.
- D. Recipients must comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.
- E. If, during the past three years, the Recipient has been accused of discrimination on the grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion, or familial status, the recipient must provide a list of all such proceedings, pending or completed, including outcome and copies of settlement agreements to the U.S. DHS awarding office and the U.S. DHS Office of Civil Rights and Civil Liberties.
- F. In the event any court or administrative agency makes a finding of discrimination on grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion, or familial status against the recipient, or the recipient settles a case or matter alleging such discrimination, recipients must forward a copy of the complaint and findings to the U.S. DHS Component and/or awarding office.
- G. The United States has the right to seek judicial enforcement of these obligations.

As used in above provisions, the term “Recipients” or “Recipient” includes the Sub-grantee, sub-recipients, contractors, successors, transferees, and assignees.

24. Governing Laws.

This Agreement shall be construed in accordance with and governed by the laws of the State of Indiana and suit, if any, must be brought in the State of Indiana.

25. Authority to Bind Sub-grantee

- A. Notwithstanding anything in this Agreement to the contrary, the signatory(ies) for the Sub-grantee represents that execution of this Agreement has been duly authorized by all necessary action required under Indiana law.
- B. The Sub-grantee shall not assign, sublet or transfer interest in this Agreement without the prior written consent of the State.

THE REMAINDER OF THIS PAGE HAS BEEN LEFT BLANK INTENTIONALLY.

Non-Collusion and Acceptance

The undersigned attests, subject to the penalties for perjury, that the undersigned is the Sub-grantee, or that the undersigned is the properly authorized representative, agent, member or officer of the Sub-grantee. Further, to the undersigned's knowledge, neither the undersigned nor any other member, employee, representative, agent or officer of the Sub-grantee, directly or indirectly, has entered into or been offered any sum of money or other consideration for the execution of this Agreement other than that which appears upon the face hereof.

In Witness Whereof, the Sub-grantee and the State have, through their duly authorized representatives, entered into this Agreement. The parties, having read and understood the foregoing terms of this Agreement, do by their respective signatures dated below hereby agree to the terms thereof.

Sub-grantee: City of Westfield

By:_____	By:_____
Printed Name:_____	Printed Name:_____
Title:_____	Title:_____
Date:_____	Date:_____

By:_____

Printed Name:_____

Title:_____

Date:_____

[If this Agreement is with a County, the Agreement must be signed by at least 2 of the 3 county commissioners]

Certification by Sub-grantee Financial Officer:

By:_____

Printed Name:_____

Title:_____

Date:_____

Certification by Sub-grantee Project Director:

By:_____

Printed Name:_____

Title:_____

Date:_____

Department of Homeland Security:

John H. Hill
Executive Director

Date:_____

Indiana Office of Technology:

Paul Baltzell
Chief Information Officer

Date:_____

Department of Administration:

Jessica Robertson
Commissioner

Date:_____

State Budget Agency:

Brian E. Bailey
Director

Date:_____

Form approval has been granted by the Office of the Attorney General pursuant to IC 4-13-2-14.3(e) on November 13, 2013 . FA 13-53

Form Prepared By: Brad S. Gavin, Legal Counsel, Indiana Department of Homeland Security

_____ Initials of agency legal counsel reviewer

Exhibit A



Indiana Department of Homeland Security (IDHS)
City of Westfield (DUNS #null)
Budget Id: 9203

Contact

name: Russ Shoaf
title: Division Chief
address: 17535 Dartown Rd
Westfield, In 46074
county: HAMILTON
phone: 317-804-3306
fax: 317-804-3395
email: rshoaf@westfield.in.gov

Allocated Fund

2013 > State Homeland Security > LOCAL > Hazardous Materials Team Qualification Program (HMTQP) >
2013 HMTQP

project manager: Tim Thomas
proposal: 2014 Haz Mat Eq (HSGP)
encompass project id: 38513SHSP000000

Budget Items

Budget Total Amount: \$6,326.49

solution area: Equipment

		unit	price/rate	hours	amount
description:	4 Gas Air Monitor	5.0	\$567.22	-	\$2,836.10
category	Detection				
discipline	Hazmat				
narrative	4 Gas monitor to be used for initial detection of possible hazardous environments				
approved equipment #	07CD-01-DPMG				
description:	Single Gas Monitor and sensors	1.0	\$1,024.63	-	\$1,024.63
category	Detection				
discipline	Hazmat				
narrative	Monitor to be used to take sample for the presence of Hydrogen Cyanide during emergency incidents.				
approved equipment #	07CD-01-DPMG				
description:	Single gas Monitor	2.0	\$146.15	-	\$292.30
category	Detection				
discipline	Hazmat				
narrative	Monitor to be used for sampling air for the presence of Carbon Monoxide during emergency incidents.				
approved equipment #	07CD-01-DPMG				
description:	Test Calibration Station	1.0	\$2,173.46	-	\$2,173.46
category	Other Authorized Equipment				
discipline	Hazmat				

narrative	Equipment is used to test and calibrate air monitors to ensure proper operation and gas supplies for testing.		
approved equipment #	21GN-00-MAIN		
Equipment TOTAL:			\$6,326.49





Mayor
Andy Cook

City Council
Jim Ake
Steven Hoover
Robert L. Horkay
Chuck Lehman
Robert J. Smith
Cindy L. Spoljaric
Robert W. Stokes

Clerk Treasurer
Cindy J. Gossard

161st Street and Carey Road Roundabout Duke Energy Utility Reimbursement Agreement

The agreement is for reimbursement to Duke Energy to relocate their electric facilities for the upcoming 161st Street and Carey Road Roundabout project slated to start this spring. Duke Energy is currently located within an exclusive easement. In addition to being located within an easement, some of their facilities will be buried instead of being aerial which will add some extra cost.

The estimated cost of relocation of the electric lines per this agreement is \$775,000. Per Section II of the agreement, Duke Energy will submit supporting documentation and an invoice of the actual cost of the relocation. Construction is expected to take three weeks and will begin in late March. The construction start date is being reviewed by Duke Energy.

The attached agreement has been reviewed and comments have been given to Duke Energy. The Westfield Public Works Department recommends that the Board of Public Works and Safety authorize the Director of Public Works to enter into this agreement once the final version has been agreed to by both parties in the amount of not to exceed \$775,000.

Public Works Department

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

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

UTILITY REIMBURSEMENT AGREEMENT
(Local Government – Easement/Road To Road - Evergreen)
(City of Westfield 161St and Carey Rd Electric
Relocation)
(Revised 8/13/12)

THIS AGREEMENT, made and effective this _____ day of _____, 2013, is by and between **Duke Energy Indiana, Inc.**, an Indiana electric public utility corporation (hereinafter referred to as "DEI"), and **City of Westfield** in Indiana (hereinafter referred to as "the Local Government").

WITNESSETH:

WHEREAS, as an Indiana public utility, DEI has the right under Indiana law to construct, operate and maintain its utility facilities upon Indiana public road right of way including but not limited to, **Carey Road** in **Westfield**, Indiana; and

WHEREAS, DEI has constructed and now operates and maintains certain electric line facilities near or adjoining **Carey Rd**, all of which are more particularly depicted or described on the attached Exhibit "A" (hereinafter referred to as "the Utility Facilities"); and

WHEREAS, the Local Government needs to make certain improvements to or within **Carey Rd** and the Local Government and DEI have determined that the Utility Facilities will need to be relocated before this improvement can be made by the Local Government; and

WHEREAS, the Local Government has acquired or will acquire at the expense of the Local Government, a relocation area which is located upon public road right of way, which area DEI has determined is suitable and is hereinafter referred to as "said relocation area"; and

WHEREAS, the Local Government has requested DEI to relocate the Utility Facilities to said relocation area, as depicted or described on Exhibit "A," and

WHEREAS, DEI is willing to relocate the Utility Facilities to said relocation area; provided that the Local Government reimburses DEI for the costs incurred by DEI so to do, and for any costs actually incurred by DEI in the future in the event the Utility Facilities need to be adjusted, removed, supported, altered, and/or relocated at any time or times (a) for another highway improvement project and/or (b) for any other project of the Local Government or other governmental entity; and

WHEREAS, the Local Government is willing to reimburse DEI for such present and future costs subject to the terms and conditions contained herein.

NOW, THEREFORE, for and in consideration of the mutual promises from, to and between DEI and the Local Government, hereinafter contained, DEI and the Local Government do hereby agree to and with each other, as follows:

SECTION I. DEI will relocate the Utility Facilities to said relocation area, as depicted or described on Exhibit "A" (hereinafter referred to as "the Work"). The preliminary estimated cost thereof is **\$ 775,000 Seven Hundred and Seventy Five Thousand**.

SECTION II. The Local Government shall reimburse DEI for the actual costs incurred by DEI to perform the Work within forty five (45) days after receiving a written, itemized statement from DEI. Said statement shall include supporting documentation to substantiate the claim. Such supporting documentation shall include, but shall not be limited to, copies of material invoices, time sheets, vendor and/or contractor invoices and other such documents as may be deemed necessary by the Local Government to support such invoice. DEI shall have the right to submit such statements for progress payments as the Work proceeds.

SECTION III. DEI shall not start the Work until the following has occurred:

(a) written notice has been given to DEI by the Local Government that (i) the Work has been authorized and funds are available to reimburse DEI, and (ii) all necessary public road right of way has been acquired for the Work,

(b) the Local Government has denoted the public road right of way line in the area of the Work, by staked survey at not more than 100 foot intervals with station markings,

(c) the Local Government has trimmed/removed all vegetation away from the public road right of way in the area of the Work, as reasonably determined by DEI, and

(d) the Local Government and DEI have executed this Agreement.

SECTION IV. The Local Government shall also reimburse DEI for any costs actually incurred by DEI in the future in the event the Utility Facilities need to be adjusted, removed, supported, altered, and/or relocated at any time or times (a) for another Local Government highway improvement project and/or (b) for any other project of the Local Government or other governmental entity.

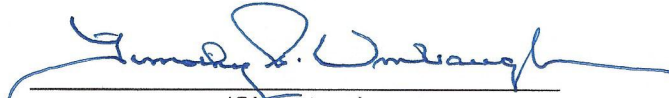
SECTION V. DEI shall not discriminate against any employee or applicant for employment, in the performance of this Agreement, with respect to hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment because of race, color, religion, national origin or ancestry. Breach of this covenant may be regarded as a material breach of this Agreement.

SECTION VI. DEI shall indemnify and hold harmless the Local Government from and against any and all legal liabilities and other expenses, claims, costs, losses, suits or judgments for damages, or injuries to or death of persons or damage to or destruction of property arising out of the Work (hereafter "Claim"); provided, however, that where the Local Government is negligent or engages in intentional misconduct with respect to the occurrence or occurrences giving rise to the Claim, DEI shall have no duty to indemnify and hold harmless the Local Government.

(Remainder of page intentionally left blank.)

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by through their duly authorized representatives, effective the date first above written.

DUKE ENERGY INDIANA, INC.


(Signature)

Timothy P. Umbaugh
(Name, Printed or Typed)

Manager, Distribution Design
(Position)

City of Westfield
Kenneth Alexander
Director of Public Works Department
2706 East 171st Street
Westfield, IN 46074

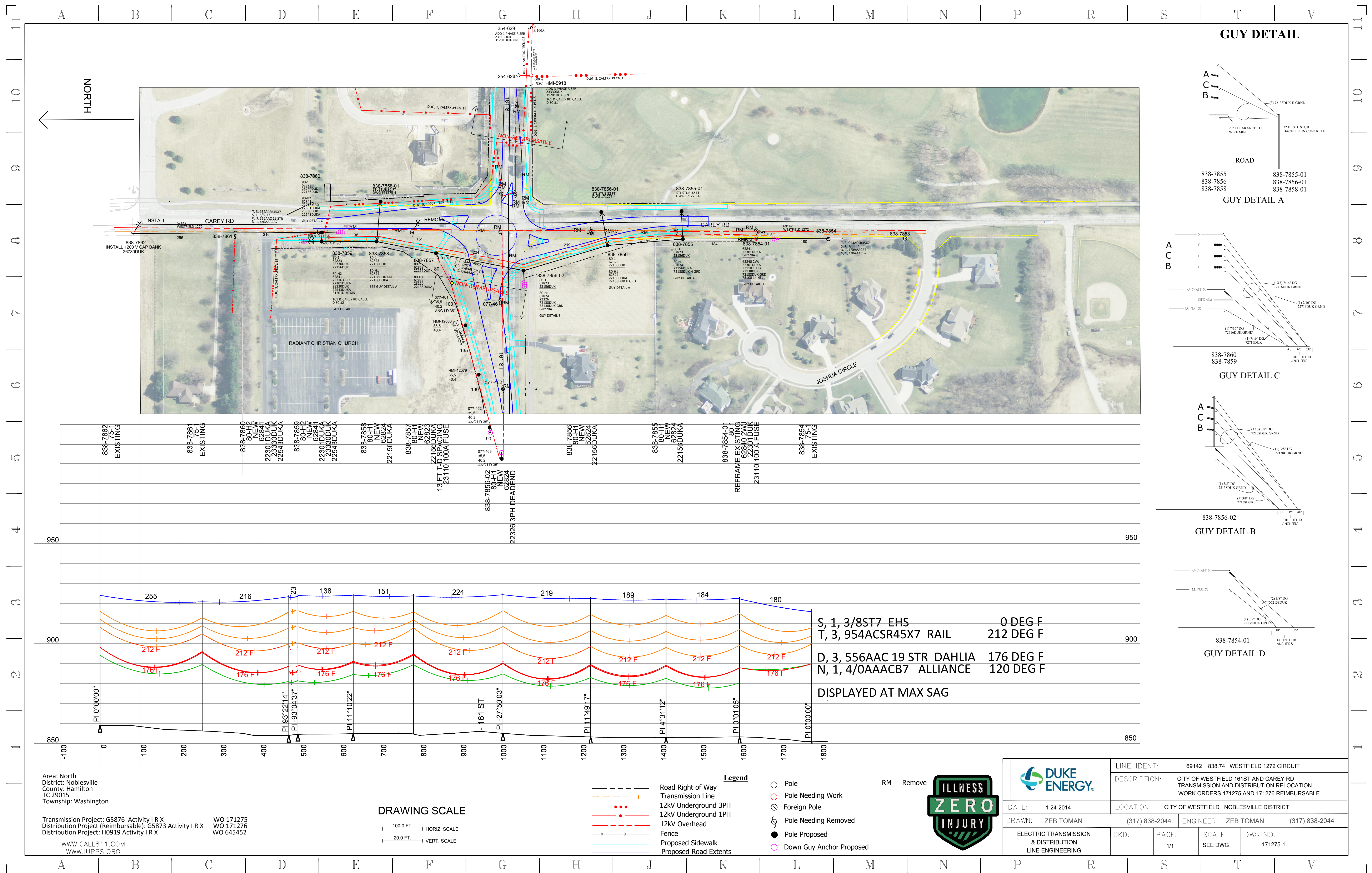
By: _____
Printed Name: _____
Printed Title: _____
Dated: _____

By: _____
Printed Name: _____
Printed Title: _____
Dated: _____

By: _____
Printed Name: _____
Printed Title: _____
Dated: _____

Attest:

-Treasurer





Mayor
Andy Cook

City Council
Jim Ake
Steven Hoover
Robert L. Horkay
Chuck Lehman
Robert J. Smith
Cindy L. Spoljaric
Robert W. Stokes

Clerk Treasurer
Cindy J. Gossard

Public Works Department

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

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Westfield, IN 46074
westfield.in.gov

Performance Bond / Letter of Credit Releases

Performance Bond Releases

The Westfield Public Works Department is recommending that the Board of Public Works and Safety consider the following Performance Bond/Letter of Credit for releases as requested by the developer:

Performance Bond / Letter of Credit Releases

- **Setters Road**
 - o WPWD Project Management Division has inspected all infrastructures covered by this Letter of Credit and recommends release.
 - o Transition to a 3 Year Maintenance Bond shall begin immediately.
- **Bridgewater Sections G6 & G7**
 - o For the purposes of relieving financial burden, Throgmartin-Henke Development has requested release from the Letter of Credit for these sections of the development. WPWD Project Management Division has inspected all infrastructures covered by this Letter of Credit. Some minor outstanding punch list items remain, however WPWD is confident in the developer's commitment to full completion and recommends release.
 - o Transition to a 3 year Maintenance Bond shall begin immediately.
 - o This maintenance bond shall carry an attached rider stating that the 3 year clock does not begin until the developer has fully satisfied the requirements of the Performance Bond Punch List.
- **Bridgewater Sections D4 & K3**
 - o For the purposes of relieving financial burden, Throgmartin-Henke Development has requested release from the Letter of Credit for these sections of the development. WPWD Project Management Division has inspected all infrastructures covered by this Letter of Credit. Some minor outstanding punch list items remain, however WPWD is confident in the developer's commitment to full completion and recommends release.

- o Transition to a 3 year Maintenance Bond shall begin immediately.
 - o This maintenance bond shall carry an attached rider stating that the 3 year clock does not begin until the developer has fully satisfied the requirements of the Performance Bond Punch List.
- Bridgewater Marketplace Section 3 aka M-2
 - o For the purposes of relieving financial burden, Throgmartin-Henke Development has requested release from the Letter of Credit for these sections of the development. WPWD Project Management Division has inspected all infrastructures covered by this Letter of Credit. Some minor outstanding punch list items remain, however WPWD is confident in the developer's commitment to full completion and recommends release.
 - o Transition to a 3 year Maintenance Bond shall begin immediately.
 - o This maintenance bond shall carry an attached rider stating that the 3 year clock does not begin until the developer has fully satisfied the requirements of the Performance Bond Punch List.

The Westfield Public Works Department recommends that the Board of Public Works and Safety approve the release of these Performance Bonds/Letters of Credit.

Public Works Department

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

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