



CITY OF WESTFIELD, IN
Board of Public Works Meeting Agenda_01_25_2017

Wednesday, January 25, 2017 at 01:00 PM

BOARD OR COMMISSION: Board of Public Works and Safety

MEETING DATE: Wednesday, January 25, 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:

December Meeting Minutes

Documents: [December Meeting Minutes](#)

Contracts/Leases

Action Item #2:

INDOT LPA Supplement Number 1 for Monon Phase 7

Documents: [INDOT Local Public Agency Project Coordination Contract](#)

Action Item #3:

191st Street Corridor Study - Signing Authority

Documents: [Signing Authority - 191st Street Corridor Study](#)

Miscellaneous

Action Item #4:

WPD - Trade-In Approval

Documents: [WPD Trade-In Assets](#)

Agreements and/or Memorandum of Understanding (MOU)

Action Item #5:

Conflict of Interest - Michael Blech

Documents: [Conflict of Interest - Blech](#)

Action Item #6:

Conflict of Interest - Cindy Gossard

Documents: [Conflict of Interest - Gossard](#)

Action Item #7:

Conflict of Interest - Kerri Gagnon

Documents: [Conflict of Interest - Gagnon](#)

Action Item #8:

Reimbursement Agreement - Duke & City of Westfield - Towne Road

Documents: [Reimbursable Agreement Towne Road](#)

Consent Agenda

January Bond Information

Documents: [January Bond Information](#)

Department Reports

Fire

Westfield Fire Department - December Report

Documents: [WFD - December Report](#)

Police

Westfield Police Department - December Report

Documents: [WPD - December Report](#)

Public Works

Westfield Public Works - December Report

Documents: [WPWD December Report](#)

THE WESTFIELD BOARD OF PUBLIC WORKS AND SAFETY December 14, 2016

The Westfield Board of Public Works and Safety met on December 14, 2016 at the Westfield Public Works Conference Room. Present were, Mayor Cook, and, Randy Graham, Deputy Clerk Treasurer, Kim Strang, and Brian Zaiger legal counsel.

Randy Graham called the meeting to order at 1:02 P.M.

AGENDA ITEMS:

Action Item #1: Meeting Minutes Consideration for Approval:

Mayor Cook made the motion to approve the November 30, 2016 meeting minutes as presented and this was seconded by Randy Graham. Vote: Yes-2; No-0. Motion carried.

BID APPROVAL:

None

CONSTRUCTION STANDARDS & SPECIFICATIONS CHANGES:

None

CHANGE ORDERS

None

CONTRACTS/LEASES:

Action Item #2: Contract between the City of Westfield & Shrewsberry & Associates

Phil Sundling presented stating this agreement would allow for the design and replace of a new culvert on Kinsey Avenue & 181st Street. Contract not to exceed 56,213.00

Mayor Cook made the motion to approve the contract as written. Randy Graham seconded. Vote: 2; No-0. Motion carried.

Action Item#3: Construction Agreement –Myers Construction Event Center Tenant Improvement Suites G & H

William Knox presented stating this contract is for the build-out of 9 office spaces (all but 1 leased out already). Two bids were received with Myers coming in the lowest. Work will start the first of the year.

Mayor Cook made the motion to approve the contract as written. Randy Graham seconded. Vote 2; No-0. Motion carried.

AGREEMENTS AND/OR MEMORANDUM OF UNDERSTANDING (MOU):

Action Item #4: Conflict of Interest Disclosure Statement for Michael Blech

Michael is asking for the permission to bid on projects that his company may be able to do for the City as far as installation of lights computer stands, and electronics in City vehicles.

Randy Graham made the motion to allow Michael Blech to bid on City projects. Mayor Cook seconded. Vote2; No-0. Motion carried.

CONSENT AGENDA:

December Bond Information

Mayor Cook made the motion to approve the Consent Agenda. Randy Graham seconded. Vote: Yes-2; No-0. Motion carried.

DEPARTMENT REPORTS:

- **Fire** – None
- **Police**- Chief Rush
- **Public Works**- Jeremy Lollar

With no further business Mayor Cook made the motion to adjourn. Randy Graham seconded. The meeting was adjourned at 1:18 P.M.

Deputy Clerk-Treasurer

Board of Public Works and Safety

**INDIANA DEPARTMENT OF TRANSPORTATION - LOCAL PUBLIC AGENCY
PROJECT COORDINATION CONTRACT**

SUPPLEMENT NUMBER 1

EDS No.: A249-14-321110

CFDA #: 20.205

This Supplemental Contract, is made and entered into effective as of the date of the Indiana Attorney General signature affixed to this Supplemental Contract, by and between the Indiana Department of Transportation, (hereinafter referred to as “INDOT”), and the **City of Westfield**, (hereinafter referred to as “LPA”).

WITNESSETH

WHEREAS, INDOT and the LPA did, on **July 7, 2014**, enter into a Contract, providing for Services required in connection with INDOT **Designation Number 1173193** for **Old Monon Trail from 191st Street to 206th Street in Washington Township** and

WHEREAS, it has been determined by INDOT that a supplement of the previously executed INDOT/LPA Contract for Services is necessary due to a change in the Federal aid Project, and

NOW, THEREFORE, in consideration of the mutual covenants and promises herein contained, the LPA and INDOT agree as follows:

The “Recitals” above are hereby made an integral part of and specifically incorporated into this Contract **Supplement Number 1**.

1. Section V – TERM AND SCHEDULE of the original Contract is amended to read as follows:

SECTION V **TERM AND SCHEDULE.**

- A. If the LPA has the plans, special provisions, and cost estimate (list of pay items, quantities, and unit prices) for the Project ready such that federal funds can be obligated (INDOT obligates the funds about 7 weeks before the date bids are opened for the construction contract), between **July 1, 2017 and June 30, 2018**, INDOT will make the federal funds shown in section I.A. and/or I.B. of Attachment D available for the Project, provided the Project is eligible, and provided the federal funds shown in section I.B. of Attachment D are available.
- B. In the event that federal funds for the Project are not obligated during the time listed in section V.A, but the LPA has the plans, special provisions, and cost estimate for the Project ready such that federal funds can be obligated between **July 1, 2018 and June 30, 2020**. INDOT will schedule the contract for letting, provided the Project is eligible, and provided the federal funds shown in section I.B of Attachment D are available.

- C. In the event that federal funds for the Project are not obligated during the period listed in section V.A. or section V.B, the federal funds allocated to the Project may be obligated in the fiscal year chosen by INDOT or the federal funds allocated to the Project will lapse.
 - D. If the Program shown on Attachment A is Group I or Group II, Sections V.A, V.B and V.C do not apply, but will be obligated according to the fiscal year programmed in the most current MPO TIP, provided the MPO funding is within their fiscal year allocation or within the agreed upon use of the MPO's prior year balances.
2. Attachment "A" of the original Contract is amended to read as follows:

ATTACHMENT A

PROJECT DESCRIPTION

Des. No.: **1173193**

Program: **Group I Transportation Enhancement**

Type of Project: **Bike/Pedestrian Facilities**

Location: **Old Monon Trail**

A general description of the Project is as follows:

A project for bike/pedestrian facilities for Old Monon Trail, 191st Street to 216th Street, in Washington Township, Phase 7, in the City of Westfield, Hamilton County, Indiana.

3. All other matters previously agreed to and set forth in the original Contract dated **July 7, 2014** and not affected by this Supplement shall remain in full force and effect.

The remainder of this page is intentionally left blank.

Non-Collusion

The undersigned attests, subject to the penalties for perjury, that he/she is the LPA, or that he/she is the properly authorized representative, agent, member or officer of the LPA, that he/she has not, nor has any other member, employee, representative, agent or officer of the LPA, directly or indirectly, to the best of his/her knowledge, entered into or offered to enter into any combination, collusion or agreement to receive or pay, and that he/she has not received or paid, any sum of money or other consideration for the execution of this Contract other than that which appears upon the face of this Contract.

In Witness Whereof, LPA and the State of Indiana have, through duly authorized representatives, entered into this Contract. The PARTIES having read and understand the forgoing terms of this Contract do by their respective signatures dated below hereby agree to the terms thereof.

LPA: City of Westfield

**STATE OF INDIANA
Department of Transportation**

Recommended for approval by:

Print or type name and title

Steven Duncan, Director
Contract Administration Division

Signature and date

Date: _____

Print or type name and title

Executed by:

Signature and date

(FOR)
Brandye Hendrickson, Commissioner

Print or type name and title

Date: _____

Signature and date

Department of Administration

LPA DUNS # _____

Jessica Robertson, Commissioner

Date: _____

Attest

State Budget Agency

Auditor or Clerk Treasurer

Brian E. Bailey, Director

Date: _____

Approved as to Form and Legality:

This instrument prepared by:

Ellen Hite
January 5, 2017

(FOR)
Gregory F. Zoeller, Attorney General of Indiana

Date: _____



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: January 25, 2017

Re: Action Item - Signing Authority
191st Street Corridor Study

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 the preliminary engineering services for the 191st Street Corridor Study project contingent upon Westfield receiving federal planning funds from the Indianapolis Metropolitan Planning Organization. The total contract will not exceed \$99,400 and Westfield's portion would total \$20,874.00.

Kate Snedeker

Randy Graham

Andy Cook



1/6/17

The Westfield Police Department is seeking approval to trade-in the below listed assets for merchant credit. The credit will offset the initial purchase / replacement for authorized backup weapons and equipment. Detailed weapon list available upon request.

The negotiated trade value is consistent for assets of like quality and type. Any expenses due will be paid with existing department budget.

Trade-in for credit:

(1) Benelli M1 super 90 12G shotgun	Value \$600.00	\$600.00
	Trade-In Dollar Value	\$600.00

Purchase:

(2) M&P Smith & Wesson Shield 9mm	Cost \$300.00	\$600.00
	Total	\$600.00
	Credit	\$600.00
	Due:	\$000.00

Vendor:
Precision Arms of Indiana LLC
204 E. Chicago St.
Columbia City, IN 46725

Mayor
Andy Cook

City Council
Jim Ake
Steven Hoover
Robert L. Horkay
Chuck Lehman
Joe Edwards
Cindy L. Spoljaric
Mark Keen

Clerk Treasurer
Cindy J. Gossard

Police Department

(317) 804-3200 office
(317) 804-3210 fax

17535 Dartown Road
Westfield, IN 46074
westfield.in.gov

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: Michael Blach
2001 cheyenne Cir. Westfield, IN 46074
2. Title or Position With Governmental Entity: Fire fighter / EMT
Westfield Fire Department
3. a. Governmental Entity: West City of Westfield
b. County: Hamilton
4. This statement is submitted (check one):
a. ☐ as a "single transaction" disclosure statement, as to my financial interest in a specific contract or purchase connected with the governmental entity which I serve, proposed to be made by the governmental entity with or from a particular contractor or vendor; or
b. ☒ as an "annual" disclosure statement, as to my financial interest connected with any contracts or purchases of the governmental entity which I serve, which are made on an ongoing basis with or from particular contractors or vendors.
5. Name(s) of Contractor(s) or Vendor(s): Five Point Emergency Lighting INC
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):
Sales and services of upfitting Emergency Lighting
on Police and Public Works vehicles.

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.):

I own the business and will bid on jobs to
make profit.

(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.):

1-2-2017
Date Submitted

NA
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: 1-2-2017

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.

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: Cindy J. Gussard
18129 Viewpoint Lane Westfield, IN 46074
2. Title or Position With Governmental Entity: Clerk Treasurer
3. a. Governmental Entity: City of Westfield
b. County: Hamilton
4. This statement is submitted (check one):
a. ☐ as a "single transaction" disclosure statement, as to my financial interest in a specific contract or purchase connected with the governmental entity which I serve, proposed to be made by the governmental entity with or from a particular contractor or vendor; or
b. ☒ as an "annual" disclosure statement, as to my financial interest connected with any contracts or purchases of the governmental entity which I serve, which are made on an ongoing basis with or from particular contractors or vendors.
5. Name(s) of Contractor(s) or Vendor(s): Cindy J. Gussard
6. Description(s) of Contract(s) or Purchase(s) (Describe the kind of contract involved, and the effective date and term of the contract or purchase if reasonably determinable. Dates required if 4(a) is selected above. If "dependent" is involved, provide dependent's name and relationship):
Clerk Treasurer

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

Payroll for Chief Deputy
Clerk Treasurer

(Attach extra pages if additional space is needed)

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

I (We) being the _____ 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.

X	_____	_____
X	_____	_____
X	_____	_____
	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.):

_____	_____
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: _____

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.

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: Herri Gagnon
19531 Kailey Way Noblesville IN 46062
2. Title or Position With Governmental Entity: Chief Deputy Clerk Treasurer
3. a. Governmental Entity: City of Westfield
b. County: Hamilton
4. This statement is submitted (check one):
 - a. ☐ as a "single transaction" disclosure statement, as to my financial interest in a specific contract or purchase connected with the governmental entity which I serve, proposed to be made by the governmental entity with or from a particular contractor or vendor; or
 - b. ☒ as an "annual" disclosure statement, as to my financial interest connected with any contracts or purchases of the governmental entity which I serve, which are made on an ongoing basis with or from particular contractors or vendors.
5. Name(s) of Contractor(s) or Vendor(s): Herri Gagnon
6. Description(s) of Contract(s) or Purchase(s) (Describe the kind of contract involved, and the effective date and term of the contract or purchase if reasonably determinable. Dates required if 4(a) is selected above. If "dependent" is involved, provide dependent's name and relationship):
Chief Deputy Clerk Treasurer

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

Related to Clerk Treasurer

(Attach extra pages if additional space is needed)

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

I (We) being the _____ 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.

X	_____	_____
+	_____	_____
+	_____	_____
	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.):

_____	_____
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: _____

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.

UTILITY REIMBURSEMENT AGREEMENT

(Local Government - Easement To Road - Evergreen)

(City of Westfield – Towne Rd. Des 1400864)

(Revised 1/7/11)

THIS AGREEMENT, made and effective this _____ day of _____, 20____, 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, **Towne Rd.** in **Westfield**, Indiana; and

WHEREAS, DEI has constructed and now operates and maintains certain electric line facilities near or adjoining **Towne 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 **Towne 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 (with the preliminary estimated cost as hereinafter described, being paid to DEI by the Local Government before DEI commences "the Work" as such term is hereinafter defined) , 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 **\$_460,381.68_** as shown on the attached Exhibit "B."

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. When the Work is completed, if the actual costs incurred by DEI to perform the Work (including any applicable relocation area

acquisition costs), are less than said preliminary estimated cost, DEI shall remit the difference to the Local Government.

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,

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

(e) the Local Government has paid DEI the aforestated **\$_460,381.68_**.

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.

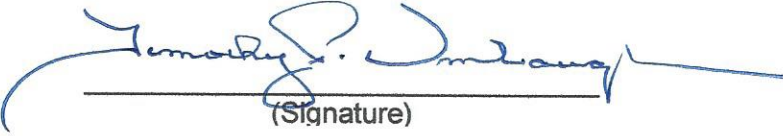
SECTION V. DEI shall not discriminate against any employee or applicant for employment, in the performance of this Agreement, with respect to hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment because of race, color, religion, national 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 IN
(Authorized Rep Position)

[City of Westfield]

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

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

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

Attest:

-Treasurer



January 25, 2017

Consent Agenda Items:

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:

- William Trace, Section 2, Bond #INC60358 – \$651,999.70 – Streets/Curbs, Storm Sewer, Sidewalk, Trail & Erosion Control

Performance Bond Release

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

- Harmony Life Style Center, Bond #1118844 – \$12,496.00 – Erosion Control
- IMMI Studio – Bond #5022893 – \$32,634.80 – Storm & Erosion Control
- Walmart Expansion – Bond #929500646 – \$141,000.00 – Storm Sewer & Erosion Control
- Grand Park Fieldhouse, Bond #1037489 - \$184,521.00 – Storm Sewer & Erosion Control
- Bridgewater, Phase I, Section J, I, I-2, Bond #5009600 - \$44,000 – Erosion Control
- Bridgewater, Phase I, Section J, I, I-2, Bond #5009599 - \$90,725.80 – Sidewalk
- Bridgewater, Phase I, Section J, I, I-2, Bond #5014729 - \$47,433 – Street Surface Asphalt Coat
- Bridgewater, Phase I, Section J, I, I-2, Bond #5009595 - \$4,400 – Monuments & Markers
- Bridgewater, Phase I, Section J, I, I-2, Bond #5009594 - \$44,000 – Erosion Control
- Bridgewater, Phase I, Section J, I, I-2, Bond #5009593 - \$23,430.00 – Sidewalk
- Bridgewater, Phase I, Section J, I, I-2, Bond #5011303 - \$4,400 – Monuments & Markers
- Centennial Bible Church, Bond #601045061 - \$2,498.00 – Erosion & Storm Sewer

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



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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:

- Harmony Life Style Center, Bond #SUR60001221 – \$1,249.60 – Erosion Control
- Harmony Life Style Center, Bond #SUR60001234 – \$4,347.00 – Storm Sewer
- Grand Park Fieldhouse, Bond #1037496 - \$16,776.50 – Storm Sewer & Erosion Control

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:

- Bainbridge, Bond #1018916 – \$320.00 – Sidewalk
- Bainbridge, Bond #1018918 – \$8,672.00 – Storm Sewer
- Bainbridge, Bond #1018920 – \$9,475.00 – Streets & Curbs
- Bridgewater, Section B, Bond #889272S – \$407.00 – Monumentation
- Bridgewater, Section C, Bond #889294S – \$8,368.30 – Paving
- Bridgewater, Section G2, Bond #889273S - \$418.00 – Monumentation
- Bridgewater, Section K1, Bond #716783S - \$25,496.60 – Storm Drainage
- Bridgewater, Section K1, Bond #716784S - \$2,061.00 – Paving
- Bridgewater, Section A, E, G3-5, Bond #889271S - \$2,328.09 – Monumentation
- Brookside, Section 4, Bond #7633141 - \$1,571.50 – Multi-use path, surface
- Brookside, Section 4-A, B, C, #7629927 - \$6,641.50 – Surface
- Centennial South, Bond #9012713 - \$43,766.80 – Storm Sewer
- Centennial South, Bond #9102714 - \$5,000.00 – Erosion Control
- Centennial South, Bond #9012715 - \$3,100.00 – Sidewalk
- Centennial South, Bond #9012716 - \$51,680.00 – Streets & Curbs
- Countryside, Section 13, Bond #INC43505 - \$1,491.65 – Replat/Storm Sewer
- Countryside, Section 13, Bond #7604139 - \$2,681.10 – Stone Binder & Surface
- Keeneland Park, Section 2, Bond #929592998 - \$4,839.85 – Stone Base, Asphalt Binder, Asphalt Surface
- Lord of Life Lutheran Church, Bond #5025082 - \$483.20 – Streets & Curbs
- Lord of Life Lutheran Church, Bond #5025083 - \$5,705.80 – Storm Sewer



Public Works

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- Maple Village, Section 4B, Bond #B0376505 - \$1,737.25 – Concrete Curbs & Common Area Sidewalks
- Maple Village, Section 4B, Bond #7633281 - \$8,136.40 – Asphalt Paving & Stone Base
- Oak Manor, Section 2, Bond #5030996 - \$1,500.00 – Common Area Pathways & Sidewalks
- Oak Manor, Section 2, Bond #5034202 - \$4,679.00 – Street Surface, Monuments & Markers
- Oak Manor, Section 2, Bond #5021163 - \$6,540.00 – Erosion Control
- Oak Manor, Section 2, Bond & Rider #1010959 - \$22,077.00 – Storm Sewers
- Oak Manor, Section 2, Bond & Rider #1010960 - \$34,013.00 – Sanitary Sewers
- Oak Manor, Section 2, Bond & Rider #1010961 - \$24,627.00 – Water Mains
- Oak Manor, Section 5, Bond #5035292 - \$12,491.00 – Water, Sanitary Sewer, Storm, & Erosion Control
- Springmill Commons, Bond #8922437 - \$63,021.40 – Water, Sanitary, Storm
- Springmill Self Storage, Bond & Rider #5036019 - \$25,374.00 – Storm Sewer & Water Mains
- Viking Meadows, Blue Grass, Section 1, Bond #INC45355 - \$6,278.10 – Storm Sewer
- Westfield Marketplace, Bond #08922416 - \$12,100.00 – Paving
- Springmill Self Storage, Bond #105630760 - \$2,420.00 – Erosion Control
- Oak Manor, Section 3, Bond #5038663 - \$23,787.00 – Streets/Curbs
- Oak Manor, Section 3, Bond #5034655 - \$10,616.00 – Erosion Control
- Oak Manor, Section 3, Bond #5028098 - \$17,821.00 – Storm Sewers
- Cool Creek Village, Bond #B0310177 - \$47,660.00 – Utility-Infrastructure Maintenance
- Bridgewater, Section I-1 & L, Bond #716779S - \$40,448.76 – Storm Drainage
- Bridgewater, Section F, Bond #716578S - \$20,418.50 – Storm Drainage
- Bridgewater, Section H, Bond #718381S - 14,729.22 – Storm Sewers
- Bridgewater, Section H-1, Bond #718651S - \$14,046.59 – Storm Drainage

Letter of Credit Release:

The Westfield Public Works Department is recommending that the Board of Public Works and Safety accept the following Bond reduction by the requested developer:

- Magnolia Springs, Letter of Credit #1026584080, Ramsey Development
- Bridgewater Marketplace 3, Letter of Credit & Amendments #18120193-00-000, Throgmartin-Henke Development



**City of Westfield Fire Department
Board of Public Works & Safety Report
December 1st – December 31st, 2016**

**Contact: Fire Chief
Marcus Reed
or Nikki Hartman
804-3304**

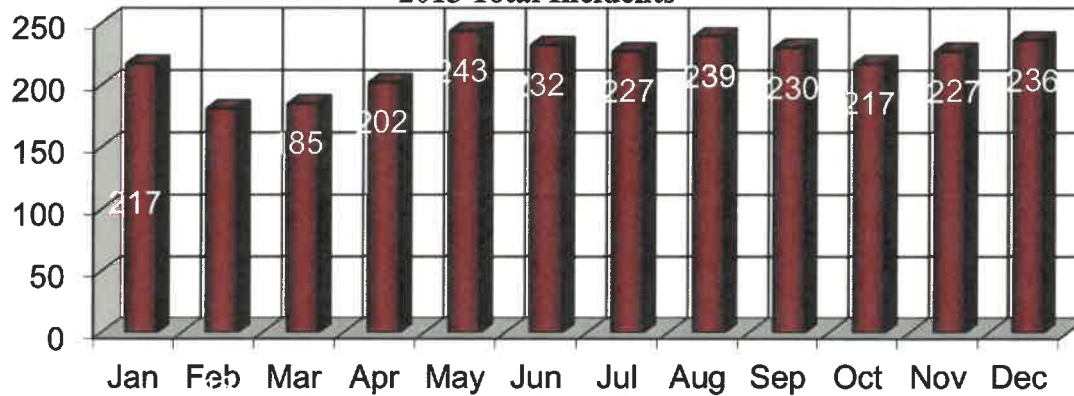


Westfield Fire Department 2016 Incident Statistics By Fire / Medical Groups

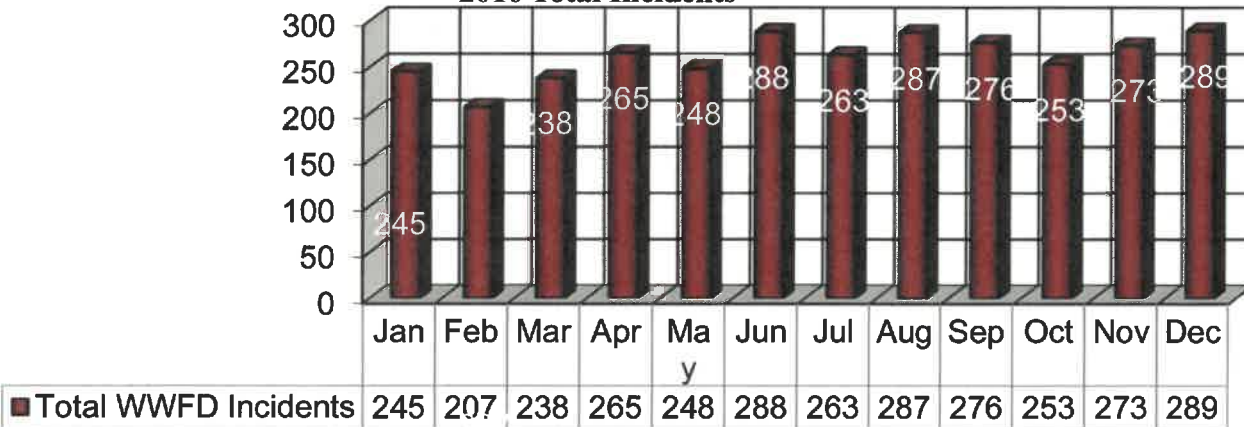


	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec		
Total WFD Fire Incidents	84	83	91	115	94	129	109	119	101	97	106	120	1248	39.8%
Total WFD Medical Incidents	161	124	147	150	154	159	154	168	175	156	167	169	1884	60.2%
Total WWFD Incidents	245	207	238	265	248	288	263	287	276	253	273	289	3132	100%

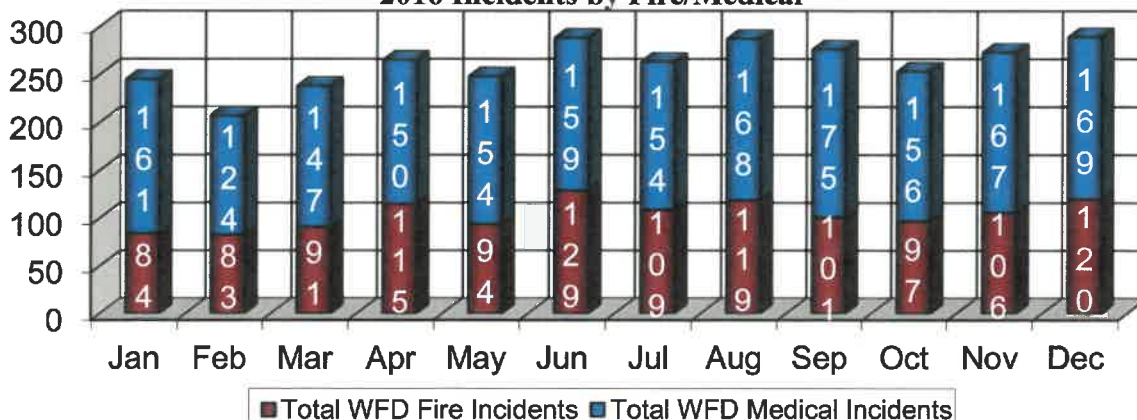
Westfield Fire Department
2015 Total Incidents



Westfield Fire Department
2016 Total Incidents



Westfield Fire Department
2016 Incidents by Fire/Medical



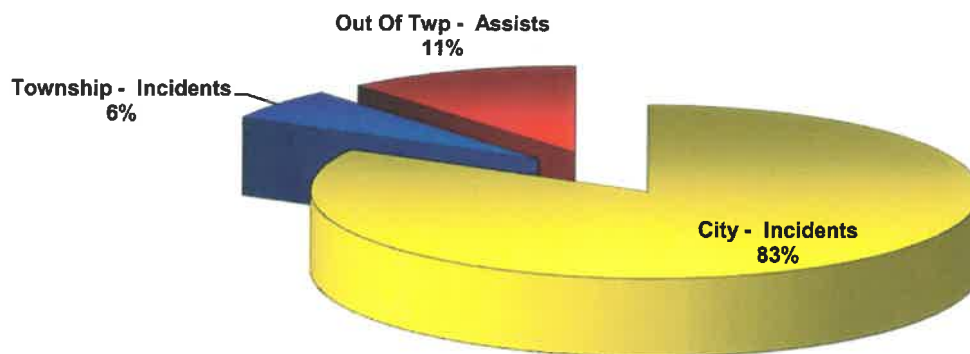


**Westfield Fire Department
2016 Fire/Medical Incidents
By Governmental Area**



2015 Incidents	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Totals	%
City - Incidents	204	177	212	216	213	229	209	236	217	210	224	247	2594	82.8%
Township - Incidents	7	7	5	14	12	29	17	16	16	20	28	15	186	5.9%
Out Of Twp - Assists	34	23	22	33	23	30	37	35	43	23	21	27	351	11.2%

**Westfield Fire Department
2016 Incidents by Governmental Areas**



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



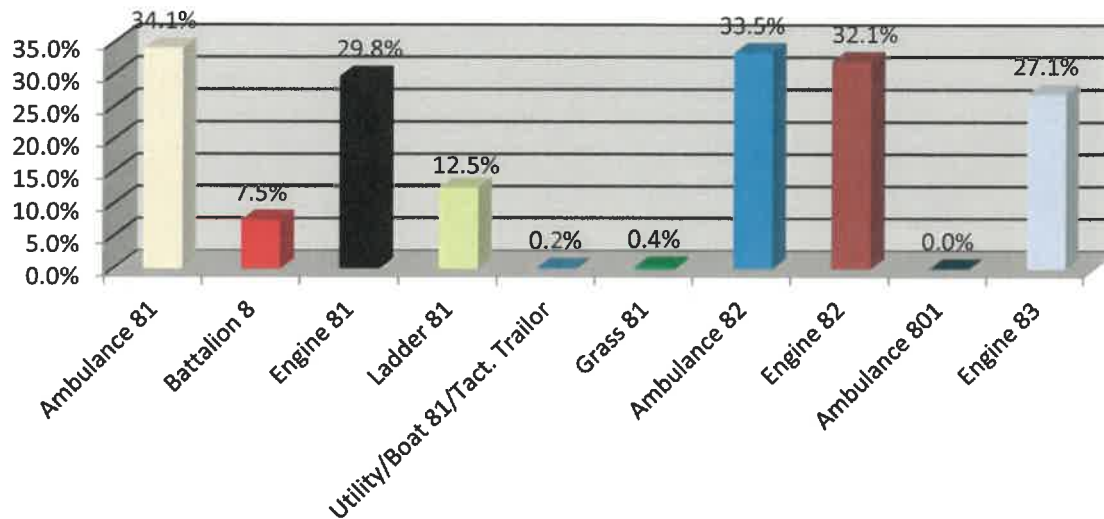
Westfield Fire Department 2016 Total Apparatus Responses By Unit & Station

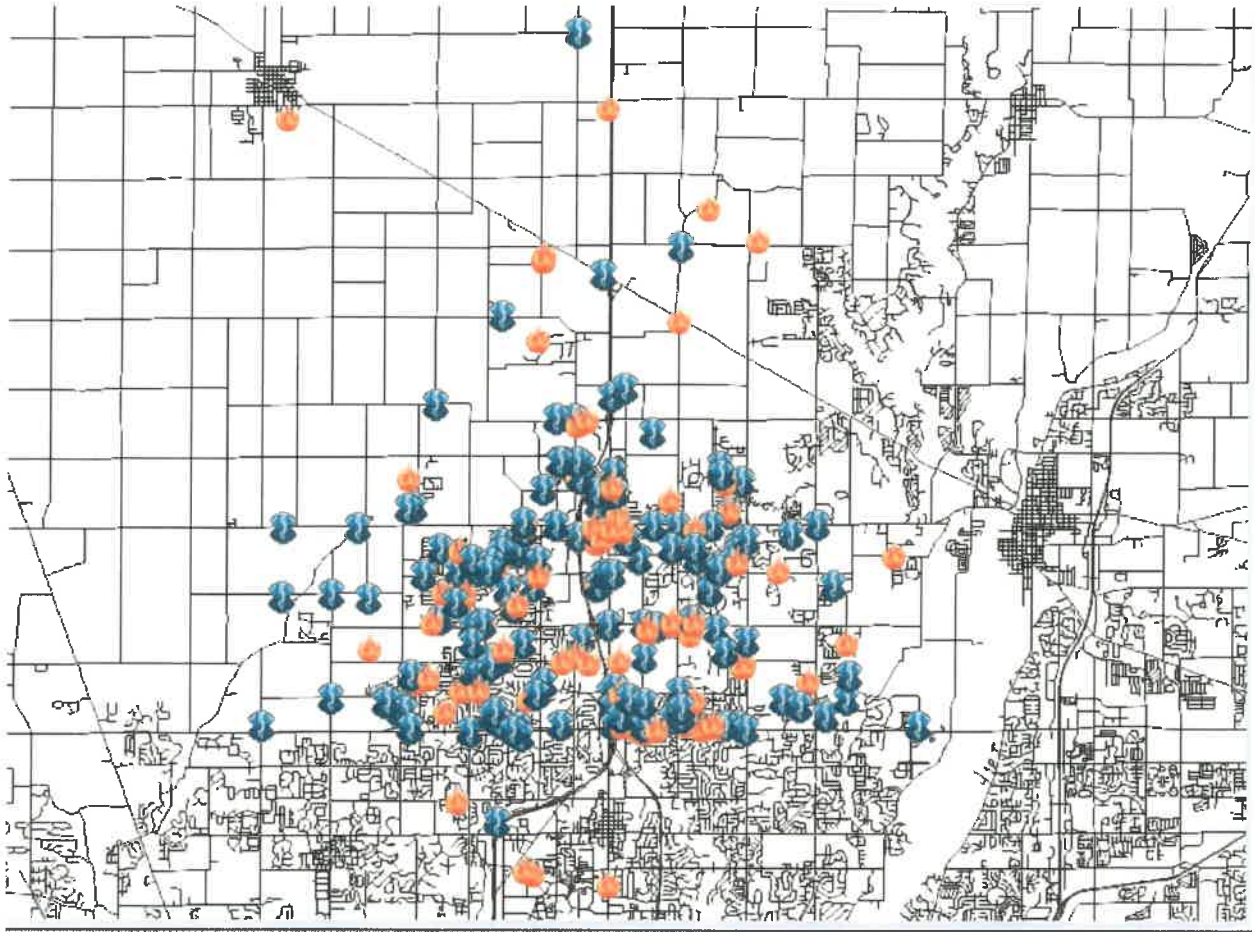


<u>Station 81 Responses</u>	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Totals	%
Ambulance 81	87	59	80	90	95	109	81	94	108	91	96	79	1,069	34.1%
Battalion 8	15	25	14	13	16	27	18	21	18	22	19	27	235	7.5%
Engine 81	63	58	55	80	85	96	73	83	85	83	90	82	933	29.8%
Ladder 81	20	33	32	36	36	40	28	41	32	30	28	36	392	12.5%
Utility/Boat 81/Tact. Trailer	0	-	-	1	1	1	1	-	-	1	-	-	5	0.2%
Grass 81	0	1	-	1	1	1	-	1	-	5	1	-	11	0.4%
EMS 80	0	-	-	-	-	-	1	-	-	1	-	-	2	0.1%

<u>Station 82 Responses</u>	Jan	Feb	March	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Totals	%
Ambulance 82	82	84	91	75	76	83	97	91	80	86	97	106	1048	33.5%
Engine 82	73	76	81	81	75	86	90	93	86	75	82	108	1006	32.1%
Ambulance 801	0	-	-	-	-	-	1	-	-	-	-	-	1	0.0%
<u>Station 83 Responses</u>													Totals	%
Engine 83	61	57	60	74	60	84	71	74	64	76	79	89	849	27.1%

Westfield Fire Department 2016 Total Apparatus Responses





FIRE AND MEDICAL RUNS FOR THE MONTH OF DECEMBER, 2016

Westfield Fire Department

Kristen Custom Report

Alarm Date Between {12/01/2016} And {12/31/2016}

Incident Type	Count	Pct of Incidents	Total Est Loss	Pct of Losses
1 Fire				
100 Fire, Other	1	0.34%	\$300	37.50%
111 Building fire	1	0.34%	\$500	62.50%
112 Fires in structure other than in a building	1	0.34%	\$0	0.00%
116 Fuel burner/boiler malfunction, fire	1	0.34%	\$0	0.00%
141 Forest, woods or wildland fire	1	0.34%	\$0	0.00%
153 Construction or demolition landfill fire	1	0.34%	\$0	0.00%
	6	2.08%	\$800	100.00%
3 Rescue & Emergency Medical Service Incident				
320 Emergency medical service, other	11	3.81%	\$0	0.00%
321 EMS call, excluding vehicle accident with	149	51.73%	\$0	0.00%
322 Motor vehicle accident with injuries	12	4.16%	\$0	0.00%
323 Motor vehicle/pedestrian accident (MV Ped)	1	0.34%	\$0	0.00%
324 Motor Vehicle Accident with no injuries	7	2.43%	\$0	0.00%
352 Extrication of victim(s) from vehicle	1	0.34%	\$0	0.00%
	181	62.84%	\$0	0.00%
4 Hazardous Condition (No Fire)				
400 Hazardous condition, Other	1	0.34%	\$0	0.00%
410 Combustible/flammable gas/liquid condition,	2	0.69%	\$0	0.00%
411 Gasoline or other flammable liquid spill	1	0.34%	\$0	0.00%
412 Gas leak (natural gas or LPG)	5	1.73%	\$0	0.00%
424 Carbon monoxide incident	1	0.34%	\$0	0.00%
440 Electrical wiring/equipment problem, Other	1	0.34%	\$0	0.00%
441 Heat from short circuit (wiring),	1	0.34%	\$0	0.00%
444 Power line down	3	1.04%	\$0	0.00%
445 Arcing, shorted electrical equipment	2	0.69%	\$0	0.00%
	17	5.90%	\$0	0.00%
5 Service Call				
510 Person in distress, Other	1	0.34%	\$0	0.00%
522 Water or steam leak	1	0.34%	\$0	0.00%
531 Smoke or odor removal	1	0.34%	\$0	0.00%
550 Public service assistance, Other	1	0.34%	\$0	0.00%
551 Assist police or other governmental agency	11	3.81%	\$0	0.00%
553 Public service	1	0.34%	\$0	0.00%
554 Assist invalid	8	2.77%	\$0	0.00%
5711 Covered assignment, by outside company	1	0.34%	\$0	0.00%

Westfield Fire Department

Kristen Custom Report

Alarm Date Between {12/01/2016} And {12/31/2016}

Incident Type	Count	Pct of Incidents	Total Est Loss	Pct of Losses
5 Service Call				
	25	8.68%	\$0	0.00%
6 Good Intent Call				
600 Good intent call, Other	3	1.04%	\$0	0.00%
611 Dispatched & cancelled en route	24	8.33%	\$0	0.00%
622 No Incident found on arrival at dispatch	5	1.73%	\$0	0.00%
650 Steam, Other gas mistaken for smoke, Other	1	0.34%	\$0	0.00%
651 Smoke scare, odor of smoke	1	0.34%	\$0	0.00%
671 HazMat release investigation w/no HazMat	1	0.34%	\$0	0.00%
	35	12.15%	\$0	0.00%
7 False Alarm & False Call				
700 False alarm or false call, Other	6	2.08%	\$0	0.00%
7001 False alarm , written notice on file.	1	0.34%	\$0	0.00%
713 Telephone, malicious false alarm	1	0.34%	\$0	0.00%
731 Sprinkler activation due to malfunction	1	0.34%	\$0	0.00%
733 Smoke detector activation due to	1	0.34%	\$0	0.00%
740 Unintentional transmission of alarm, Other	4	1.38%	\$0	0.00%
741 Sprinkler activation, no fire -	1	0.34%	\$0	0.00%
743 Smoke detector activation, no fire -	4	1.38%	\$0	0.00%
744 Detector activation, no fire -	2	0.69%	\$0	0.00%
745 Alarm system activation, no fire -	3	1.04%	\$0	0.00%
	24	8.33%	\$0	0.00%

Total Incident Count: 288

Total Est Loss:

\$800

Westfield Police Department

Monthly Performance Measures Report



Board of Public Works & Safety

December 2016

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WESTFIELD POLICE DEPARTMENT

December 2016

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

Abduction/ Kidnapping	0
Abuse/ Abandonment/Neglect	0
Admin- K-9 Detail	0
Admin- Log Information	0
Admin-Public Relations	1
Admin- Special Detail	0
Admin- Test Calls	0
Admin- Tow Release	2
Admin- Warning Correction	0
Alarm- Bank	2
Alarm- Business	2
Alarm- Residence	68
Animal- Complaints	36
Assault- Battery	5
Assault- Sexual	1
Assist- Fire Incident	4
Assist- Medical Incident	7
Assist- Other Agencies	27
Bomb Found/ Suspicious Pkg	0
Burglary/ Home Invasion	4
Damage/ Vandalism/ Mischief	11
Deceased- All Others	0
Disturbance	30
Drugs- Complaint	11
Fight	3
Fireworks Complaint	1
Fraud- Criminal Deception	1
Fraud- Forgery	11
Fraud- Prescription	0
Harassment/ Stalking/ Threat	16
Indecency / Lewdness	0
Intoxicated- Possible DUI	12
Loud Party	2
Mental/ Emotional	13
Miscellaneous	16
Noise Complaint	10
Nuisance	1
Person - Missing	4

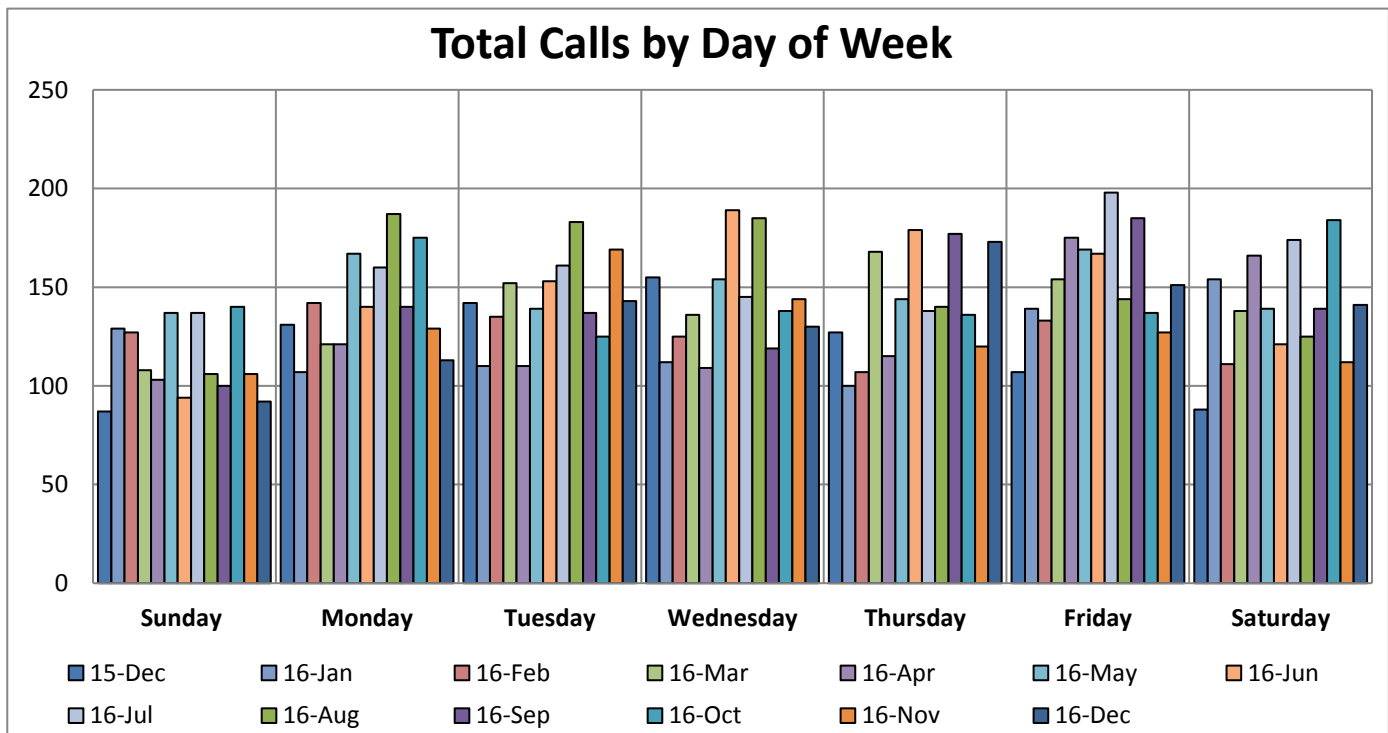
Person- Runaway	1
Robbery-Carjacking	0
Service Call- 9-1-1 Hang Up	17
Service Call- Damage to Property	12
Service Call- Found Property	14
Service Call- Keep the Peace	51
Service Call- Lost Property	6
Service Call- Notification	5
Service Call- Security Check	7
Service Call- Vehicle Lockout	59
Service Call- Vin Check	18
Service Call- Welfare Check	42
Suicidal- Attempted	0
Suicidal- Persons Threatening	1
Supplemental- Case Follow Up	52
Suspicious- Noises	7
Suspicious- Open Door/ Window	6
Suspicious- Person/Prowler	18
Suspicious- Solicitor	2
Suspicious- Vehicle	28
Theft- From a Vehicle	4
Theft- Of a Vehicle	2
Theft- Others	21
Theft- Shoplifting	2
Trespassing/ Unwanted Person	4
Trfc Complaint - Abandoned Veh	9
Trfc Complaint- Driving Issues	41
Trfc Complaint- Parking Issues	10
Trfc Hazard- Debris in Road	9
Trfc Hazard- Disabled Vehicle	37
Trfc Hazard- Trfc Signal Out	1
Trnsprtn Acdnt- MV Hit & Run	11
Trnsprtn Acdnt- MV Prop Damg	66
Trnsprtn Acdnt- MV Prsnl Inj	16
Verbal Argument	0
Warrant Service	5
Weapons- Person Carrying	0
Weapons- Shots Fired	1

WESTFIELD POLICE DEPARTMENT

December 2016

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

DAY	15-Dec	16-Jan	16-Feb	16-Mar	16-Apr	16-May	16-Jun	16-Jul	16-Aug	16-Sep	16-Oct	16-Nov	16-Dec
Sunday	87	129	127	108	103	137	94	137	106	100	140	106	92
Monday	131	107	142	121	121	167	140	160	187	140	175	129	113
Tuesday	142	110	135	152	110	139	153	161	183	137	125	169	143
Wednesday	155	112	125	136	109	154	189	145	185	119	138	144	130
Thursday	127	100	107	168	115	144	179	138	140	177	136	120	173
Friday	107	139	133	154	175	169	167	198	144	185	137	127	151
Saturday	88	154	111	138	166	139	121	174	125	139	184	112	141
TOTAL	837	851	880	977	899	1049	1043	1113	1070	997	1035	907	943



WESTFIELD POLICE DEPARTMENT

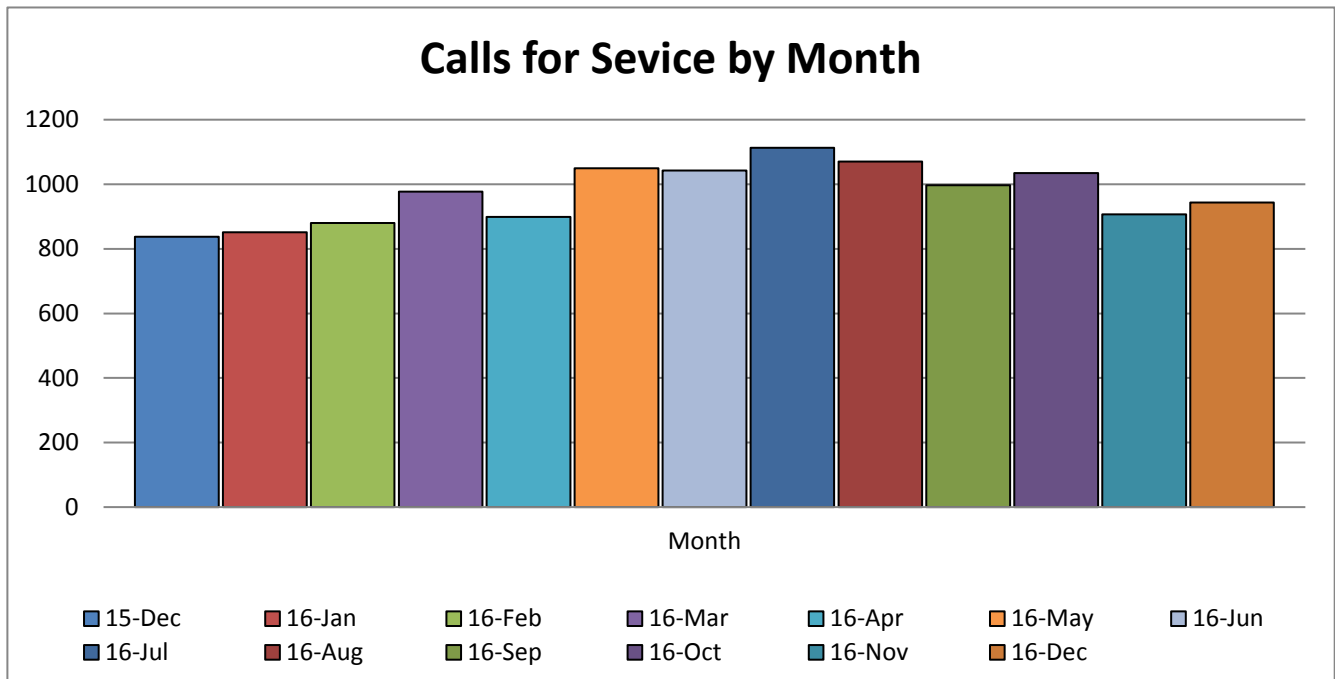
December 2016

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

HOURL	15-Dec	16-Jan	16-Feb	16-Mar	16-Apr	16-May	16-Jun	16-Jul	16-Aug	16-Sep	16-Oct	16-Nov	16-Dec
0	25	22	20	26	19	12	26	39	24	23	21	18	28
1	17	14	10	11	11	10	16	26	21	20	15	17	17
2	12	17	9	12	7	12	12	17	11	14	19	9	7
3	15	15	10	10	8	9	15	12	11	13	12	12	16
4	12	10	9	10	9	12	8	14	12	7	7	13	13
5	13	13	8	8	12	9	13	22	11	15	10	8	13
6	18	19	15	13	5	13	17	12	14	28	21	14	17
7	28	30	20	31	34	24	29	32	32	41	32	35	39
8	32	44	39	46	38	40	33	50	51	39	37	35	43
9	41	43	34	47	49	44	47	38	50	37	52	45	46
10	49	50	49	45	49	66	59	54	53	40	53	53	48
11	49	49	49	59	45	69	68	56	70	47	51	44	66
12	57	33	46	46	42	64	70	67	51	61	59	59	55
13	37	48	52	62	64	65	82	60	57	63	63	49	56
14	48	58	69	57	47	70	64	58	51	61	71	60	52
15	56	68	71	69	72	63	63	72	83	47	70	78	59
16	56	51	60	60	56	73	55	71	68	59	54	59	56
17	53	47	69	85	72	73	60	63	71	79	84	52	49
18	48	54	60	81	54	68	61	56	68	76	64	61	60
19	50	38	51	49	47	58	60	64	59	60	68	51	49
20	32	38	39	48	52	48	45	61	58	54	48	50	41
21	38	32	32	36	41	57	52	62	61	50	45	34	42
22	33	29	34	40	37	38	52	65	38	33	46	31	35
23	18	29	25	26	29	52	36	42	45	30	33	20	36
TOTAL	837	851	880	977	899	1049	1043	1113	1070	997	1035	907	943

WESTFIELD POLICE DEPARTMENT

December 2016



WESTFIELD POLICE DEPARTMENT

December 2016

UCR OFFENSES

OFFENSE	15-Dec	16-Jan	16-Feb	16-Mar	16-Apr	16-May	16-Jun	16-Jul	16-Aug	16-Sep	16-Sep	16-Nov	16-Dec
Arson	0	0	0	0	0	0	0	0	0	0	0	0	0
Homicide	0	0	0	0	0	0	0	0	0	0	0	0	1
Rape	0	0	0	0	0	1	0	0	0	0	1	0	0
Robbery	0	0	0	0	0	0	0	0	0	0	0	1	0
Battery - Aggravated	5	1	4	3	0	2	0	0	2	0	6	1	1
Battery - Simple	19	14	10	15	11	11	11	13	23	18	10	22	18
Burglary	2	4	2	1	1	2	2	1	5	3	0	1	1
Theft	29	27	19	30	32	44	37	44	30	25	31	36	18
Motor Vehicle Theft	1	2	0	0	2	1	2	1	1	3	1	1	1
TOTAL	56	48	35	49	46	61	52	59	61	49	49	62	40

WESTFIELD POLICE DEPARTMENT

December 2016

NON UCR OFFENSES (PART II)

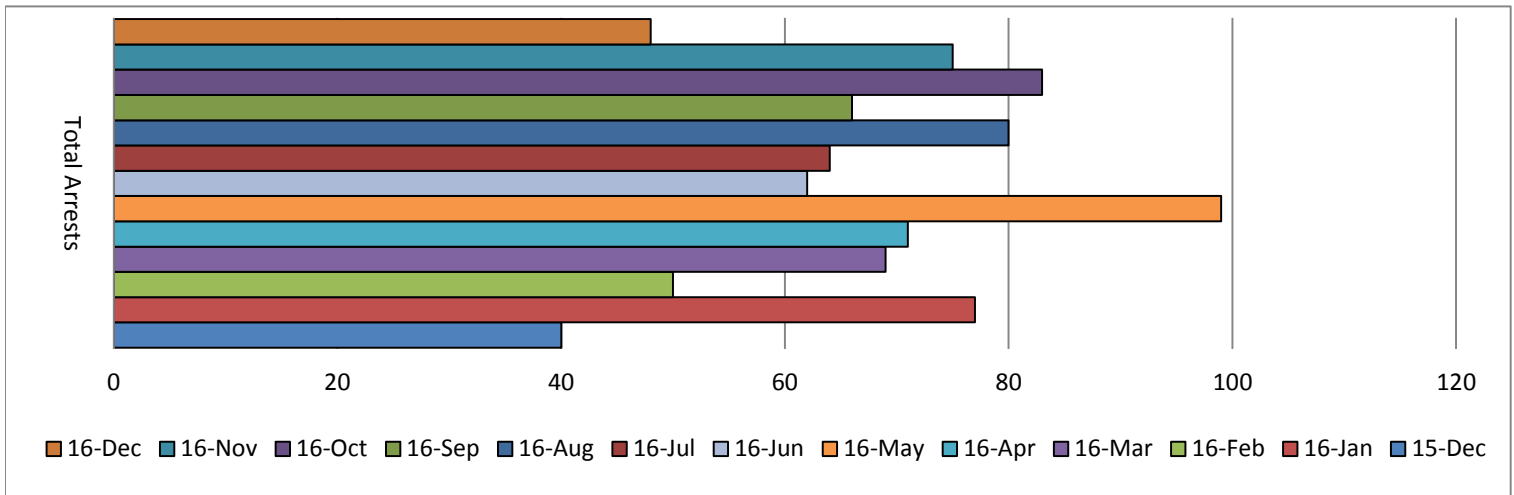
ANIMALS/ INCLUDING DOG BITES	3
ASSIST OTHER AGENCY	0
CHILD ABUSE / NEGLECT REPORTED	14
CHILD CUSTODY DISPUTE	2
CIVIL DISPUTE	6
CRIMINAL MISCHIEF/VANDALISM	13
DAMAGED PROPERTY	4
DEATHS OTHER THAN HOMICIDE/SUICIDE	1
DISORDERLY CONDUCT	2
DISTURBANCE/ARGUMENTS/FIGHTS	14
DRIVING WHILE SUSPENDED	13
DRUG ABUSE VIOLATIONS	0
FIRES / UNDETERMINED	0
FRAUD	12
HARASSMENT	0
IDENTITY THEFT	1
JUVENILE COMPLAINT	5

LEAVING THE SCENE	15
LIQUOR LAW VIOLATIONS	0
MISSING PERSON	2
NOISE COMPLAINT	0
OPERATING WHILE INTOXICATED	8
OPERATING WITH NO LICENSE	5
PROPERTY FOUND	10
PROPERTY LOST	5
RUNAWAY	0
SUICIDE/ATTEMPTS/THREATS OF	2
SUSPICIOUS INCIDENT/PERSON	3
THREATS/INTIMIDATION	0
TRAFFIC VIOLATIONS	0
TRESPASSING	0
WARRANT ARREST	2
WEAPON VIOLATION	1
WELFARE CHECK	7

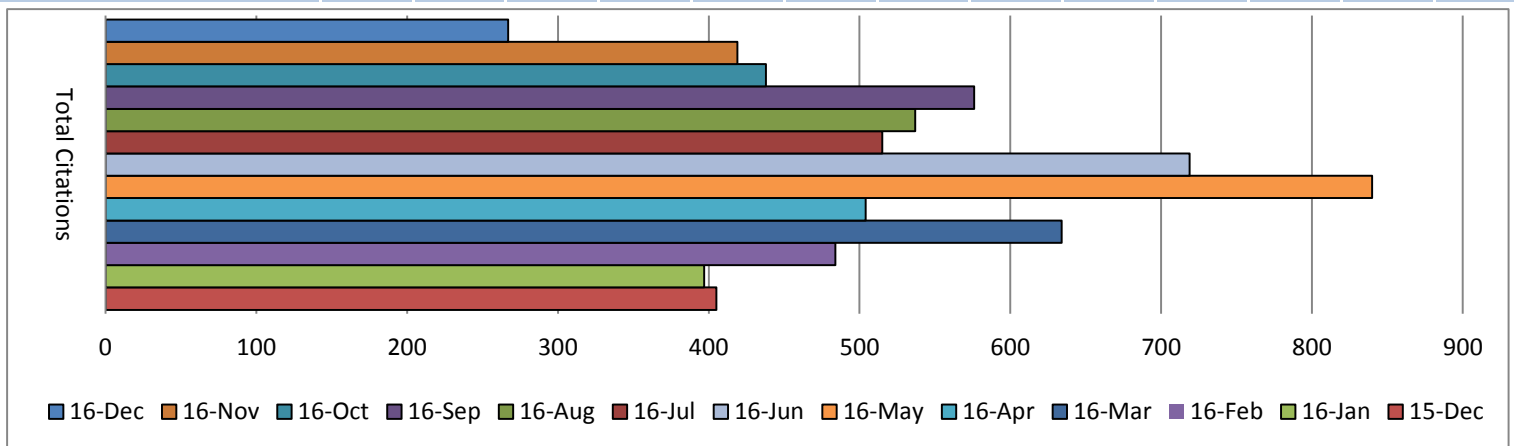
WESTFIELD POLICE DEPARTMENT

December 2016

Arrest Reports Taken	15-Dec	16-Jan	16-Feb	16-Mar	16-Apr	16-May	16-Jun	16-Jul	16-Aug	16-Sep	16-Oct	16-Nov	16-Dec
Alcohol/ Drug Related	13	36	21	22	29	50	23	37	32	26	33	32	15
Felony Charges	7	15	14	23	8	27	17	18	17	9	20	27	20
Misdemeanor Charges	52	73	66	81	102	131	86	83	94	74	106	98	57
Traffic Arrest Charges	33	39	40	40	54	56	51	41	51	48	87	52	41
Total Arrests	40	77	50	69	71	99	62	64	80	66	83	75	48



Traffic	15-Dec	16-Jan	16-Feb	16-Mar	16-Apr	16-May	16-Jun	16-Jul	16-Aug	16-Sep	16-Oct	16-Nov	16-Dec
Total Citations	405	397	484	634	504	840	719	515	537	576	438	419	267
Total Written Warnings	927	994	890	1232	1094	1307	1366	1211	1205	1481	1112	932	867
Total Traffic Accidents	52	66	56	46	45	45	60	45	62	65	66	59	94
<i>Hit and Run</i>	3	9	5	4	6	8	8	6	4	4	8	5	13
<i>Personal Injury</i>	14	6	7	7	8	7	9	6	12	10	11	9	16
<i>*Fatality</i>	0	0	0	0	0	0	0	0	0	0	0	0	1
<i>Property Damage</i>	35	51	44	35	31	30	43	33	46	51	47	45	64

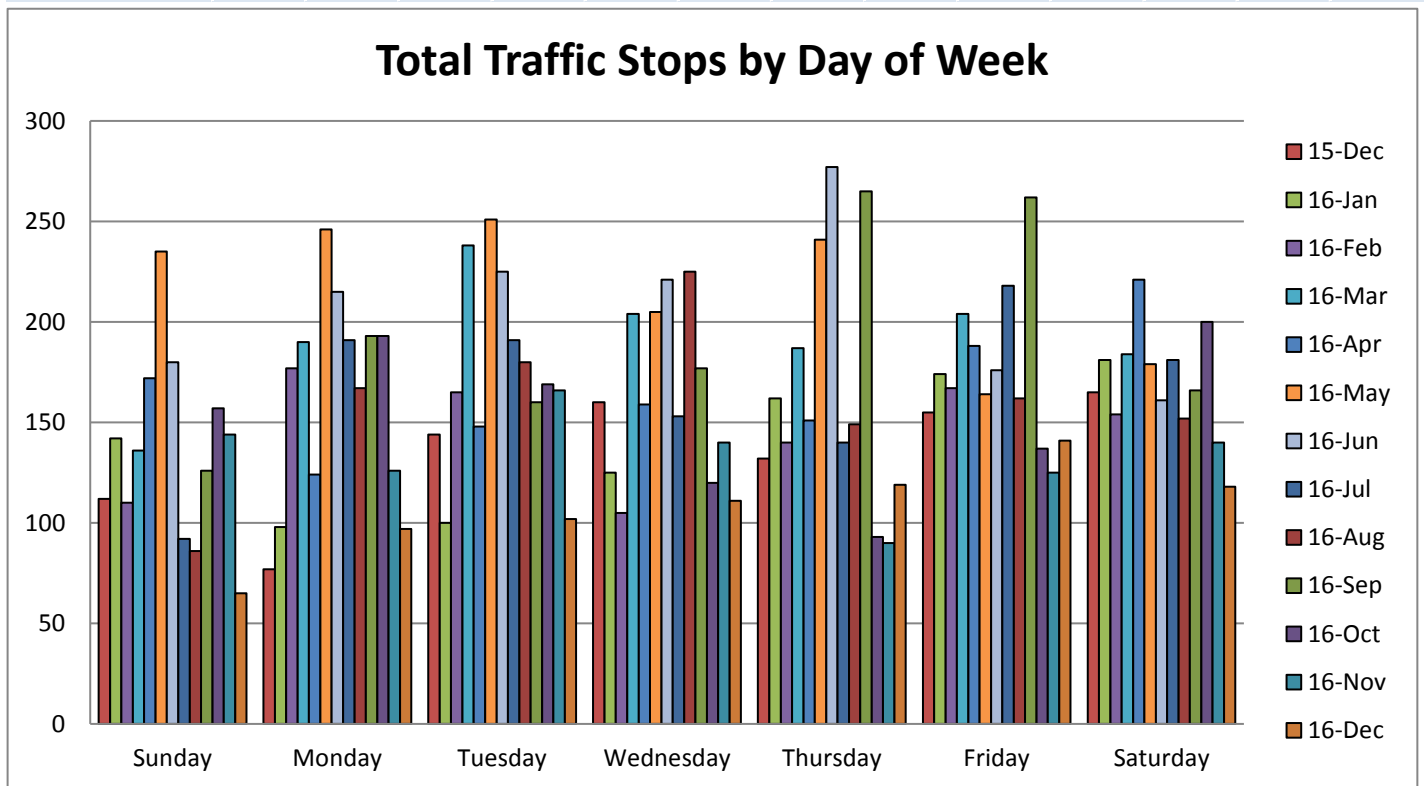


WESTFIELD POLICE DEPARTMENT

December 2016

Traffic Stops: SELF INITIATED by Day of Week

Day:	15-Dec	16-Jan	16-Feb	16-Mar	16-Apr	16-May	16-Jun	16-Jul	16-Aug	16-Sep	16-Oct	16-Nov	16-Dec
Sunday	112	142	110	136	172	235	180	92	86	126	157	144	65
Monday	77	98	177	190	124	246	215	191	167	193	193	126	97
Tuesday	144	100	165	238	148	251	225	191	180	160	169	166	102
Wednesday	160	125	105	204	159	205	221	153	225	177	120	140	111
Thursday	132	162	140	187	151	241	277	140	149	265	93	90	119
Friday	155	174	167	204	188	164	176	218	162	262	137	125	141
Saturday	165	181	154	184	221	179	161	181	152	166	200	140	118
TOTAL	945	982	1018	1343	1163	1521	1455	1166	1121	1349	1069	931	753



WESTFIELD POLICE DEPARTMENT

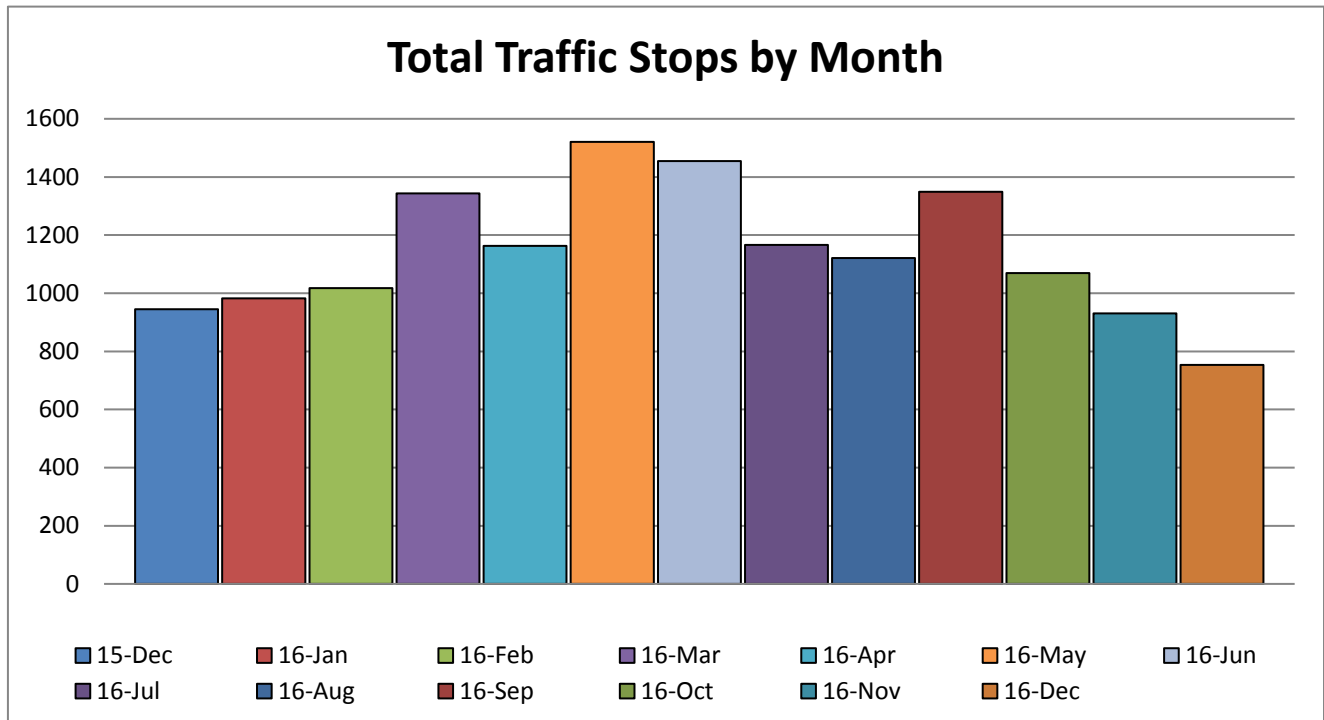
December 2016

Traffic Stops: SELF INITIATED by Hour of Day

Hour:	15-Dec	16-Jan	16-Feb	16-Mar	16-Apr	16-May	16-Jun	16-Jul	16-Aug	16-Sep	16-Oct	16-Nov	16-Dec
0	35	39	31	61	37	47	70	61	47	70	57	54	43
1	23	19	22	35	25	40	34	41	38	40	39	49	23
2	9	20	11	15	20	15	19	17	11	21	23	27	11
3	6	11	8	15	12	9	2	6	10	16	19	20	1
4	9	9	11	28	11	20	11	6	8	9	20	11	3
5	9	3	4	9	10	18	22	7	5	17	11	12	2
6	12	22	29	28	22	44	39	47	23	28	22	11	11
7	50	55	57	83	86	103	69	60	77	47	50	48	31
8	75	50	58	93	59	84	90	28	62	80	56	32	45
9	33	33	59	77	70	78	75	76	52	63	48	50	35
10	78	53	78	86	93	120	140	116	97	114	79	68	64
11	50	34	54	57	54	79	82	73	56	56	53	40	31
12	30	27	38	43	33	63	51	39	30	41	31	42	33
13	46	55	57	59	84	96	77	47	68	55	67	43	44
14	55	52	55	81	101	109	71	67	63	72	45	63	46
15	54	46	43	63	54	88	65	60	60	74	44	38	32
16	46	28	38	51	39	67	58	32	26	44	31	16	20
17	42	40	54	53	49	61	55	39	35	48	23	13	12
18	89	118	88	112	86	126	130	96	98	101	61	70	69
19	58	107	63	97	60	102	93	63	54	96	67	58	59
20	15	14	19	18	19	17	6	8	28	49	37	27	31
21	30	25	41	33	45	30	41	29	42	47	50	13	17
22	41	65	55	58	53	55	81	76	71	71	63	58	40
23	50	57	45	88	41	50	74	72	60	90	73	68	50
TOTAL	945	982	1018	1343	1163	1521	1455	1166	1121	1349	1069	931	753

WESTFIELD POLICE DEPARTMENT

December 2016



**Westfield Police Department
Community Events
December 2016**

12/8 Christmas Shopping Event with Youth Assistance Families – Lt. Gorrell

12/14 Christmas Shopping Event with Youth Assistance Families – Lt. Gorrell

12/18 Christmas Shopping Event with Youth Assistance Families – Lt. Gorrell

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

12/9 Monthly K-9

12/7-8 Bullet Proof Ming – Officer Henriquez



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: January 25, 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

Winter weather has delivered a significant number of potholes so our primary focus has been pot hole repair. We have/will run two pothole repair crews every day that precipitation allows. Additionally, several trees have come down during recent storms; these trees have been removed.

Park Maintenance

Maintenance staff has been assisting with street maintenance activities.

Notable changes since 12/14/16

1. 2016 Trail Connections

All sections are complete, with exception of the Monon/Midland Loop, which is usable but on hold for a utility relocation, which should occur in the coming weeks.

2. Mill Street Extension

Mill Street is open to traffic. The pedestrian safety rail (hand rail) will be installed on the bridge in the coming weeks. All other construction activities will commence in the spring.

3. 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 bid was awarded to Millennium Contractors. Mass earthwork has begun and will continue throughout the winter.

5. 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.

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. 186th and Springmill RAB

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

4. Red Line Mass Transit

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

Public Works Department

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