

**BOARD OF PUBLIC
WORKS & SAFETY
MEMBERS**

Nick Barbknecht
Chuck Lehman
Mayor Willis



CITY OF WESTFIELD, IN
Board of Public Works Meeting Agenda

BOARD OR COMMISSION: Board of Public Works Meeting

MEETING DATE: Wednesday, March 26, 2025 at 1:00 PM

MEETING PLACE: Westfield City Hall- Assembly Room

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

OPENING OF REGULAR MEETING

Note the presence of a quorum

APPROVAL OF MINUTES

Action Item #1:

- Approval of Minutes – February 26, 2025

CHANGES TO AGENDA

CONTRACTS/AGREEMENTS

Action Item #2:

- Options Charter School & City of Westfield - Amended & Restated Termination of Payment in Lieu of Taxes Agreement

Action Item #3:

- Najem Family Real Estate & City of Westfield – 207 Mill Street – Road Impact Fee Installment Agreement

Action Item #4:

- Clark Dietz & City of Westfield – On-Call Plan Review Services Contract Amendment #1

Action Item #5:

- **American Structurepoint, Inc. & City of Westfield – Inspection Services Contract – 181st & Wheeler Road RAB**

Action Item #6:

- **Union Square Multifamily, Phase 1, LLC & City of Westfield – Road Impact Fee Credit Agreement**

RESOLUTIONS

Action Item #7:

- **Resolution 25-115: A Resolution of the City of Westfield Board of Public Works and Safety Approving an Intergovernmental Transfer of Real Property Interest and Real Estate Purchase Agreement with Hamilton County, Indiana for the Public Safety Training Facility Project**

CONSENT AGENDA

March Bond List

DEPARTMENT REPORTS

WFD

WPD

WPWD

ADJOURNMENT



CITY OF WESTFIELD, IN
Board of Public Works Meeting Minutes - 2/26/2025
Wednesday, February 26, 2025 at 1:00 PM

OPENING OF REGULAR MEETING

Note the presence of a quorum

Chuck Lehman and Mayor Willis were in attendance. Kaitlin Glazier, City Attorney, Deputy Mayor Danielle Carey-Tolan, and Kim Strang, Deputy Clerk were in attendance as well.

APPROVAL OF MINUTES

Action Item #1:

Approval of Minutes – January 22, 2025

The motion to Approve the Minutes from January 22, 2025, was made by Mayor Willis. Chuck Lehman seconded the motion.

Vote: Yes-2; No-0. Motion carried.

CHANGES TO AGENDA

ADDING: Resolution 25-108: Grant of Trail Easement

CONTRACTS/AGREEMENTS

Action Item #2:

Bravia Services, City of Westfield, & Westfield Fire Department - Station #85 Selection Committee – BOT Solicitation

Rob Gaylor summarized the process and details of the Station #85 Selection Committee's recommendation. The BOT process will be used, and the committee recommends BW Construction. Five bids were received with BW Construction scoring the highest. BW Construction is proposing a pre-construction and scoping fee of \$29,760,000. They have agreed to move forward with design support with a Notice of Intent so that we may work concurrently on the contract and will bill the reconstruction fee upon submission to the GMP.

Public Hearing Open: 1:04PM/No Comments

Public Hearing Closed: 1:05 PM

Chuck Lehman made the motion to approve the recommendation of BW Construction. Mayor Willis seconded the motion.

Vote: Yes-2; No-0. Motion carried.

Action Item #3:

Options Charter School, Inc. & City of Westfield – Termination of Payment in Lieu of Taxes Agreement

Mayor Willis spoke on this item, relaying that a resident who is on the Board of Directors for the Options Charter School mentioned there was an agreement for payment in lieu of taxes

negotiated under the previous administration. The mayor stated that it is not typical to have this kind of agreement with Options schools and that we are the only city in the county that he is aware of that has this kind of agreement.

The Board of the Options Charter School reiterated that the previous administration had an agreement based on a conversation with Dr. Kaiser and the schools. Mayor Willis relayed that he had a quick conversation with Dr. Kaiser and he did not feel this was necessary. Dr. Kaiser is supportive of the charter school and the value it brings to our community, but this payment is taxing for a charter school that is small and does not generate a lot of revenue. It was agreed to terminate the agreement.

Chuck Lehman made the motion to approve the request to terminate the agreement with the Options Charter School. Mayor Willis seconded the motion.

Vote: Yes-2; No-0. Motion carried.

Action Item #4:

East Street Temporary Easements Release

John Nail explained that several years ago, the East Street extension was constructed (196 Street through North Point) connecting to SR 38. As part of the project, the city acquired temporary right-of-way easements for a variety of things that required temporary easements but were not needed long-term. The motion today is to approve the release of 10 (total amount acquired) temporary easements which are no longer needed now that construction is complete.

Mayor Willis made the motion to approve the release of the easements. Chuck Lehman seconded the motion.

Vote: Yes-2; No-0. Motion carried.

Action Item #5:

INDOT & City of Westfield – Local Road & Bridges Matching Grant Agreement Grant Agreement – Community Crossing Matching Grant – Correct Motion

Kaitlin Glaizer explained that this is correcting a motion from the last meeting which was not caught at the time. Instead of making the motion to approve the grant agreement, a motion was made to approve a Resolution, which was the next item on the agenda. The matching grant agreement was discussed at the last meeting. The motion today would be for the approval of action item number five, approving the matching grant agreement in order to correct the record.

Chuck Lehman made the motion to correct a previous motion, and approve the matching grant agreement. Mayor Willis seconded the motion.

Vote: Yes-2; No-0. Motion carried.

Action Item #6:

Citizens Water of Westfield & City of Westfield – Utility Reimbursement Agreement - Monon Tunnel at 161st Street

John Nail said that this item is regarding the Monon Trail tunnel under 161st Street. Citizens Energy Group has a water main that runs along the south side of 161st Street. It is a 20inch ductile iron main, used to transport water to a large part of the western side of the city. With a tunnel being purposed, the water main is in conflict with the tunnel project. Citizens is relocating that water main, making a 24-inch main and boring under the tunnel. Due to the water main being in an easement, owned by Citizens Energy Group, it is a reimbursable cost

to the city. Mr Nail reiterated that the city was aware of this going into the project and had budgeted for the reimbursement. This is the final reimbursement agreement, memorializing the terms and the commitment of the city to pay CEG \$1,169,000 for the relocation. That amount is significantly lower than budgeted.

Mayor Willis made the motion to approve the reimbursement agreement. Chuck Lehman seconded the motion.

Vote-Yes-2; No-0. Motion carried.

Action Item #7:

Adoption of Proposed Request for Proposals for Residential Solid Waste, Yard Waste, Recycling Collection & Disposal

Danielle Carey-Tolan stated that the city will be issuing an RFP for waste management/trash removal. The city's contract with Waste Management ends in December, and the city is trying to be proactive by issuing an RFP ahead of the game.

Kaitlin Glazier commented that the city would be following the new RFP process. 1) This board would adopt the proposed RFP. 2) A public notice will be posted regarding the proposed RFP, giving citizens 30 days to submit commitments concerning the RFP. 3) Administration will incorporate the comments that were received, and bring the final RFP to this board for approval. 4) the RFP will be issued and administration will receive the proposals. 5) The law states that this board chooses the respondent via a Resolution.

Chuck Lehman made the motion to approve action item 7, approving the adoption of the proposed request. Mayor Willis seconded the motion.

Vote: Yes-2; No-0. Motion carried.

Action Item #8:

Christopher B. Burke Engineering, LLC & City of Westfield – On-Call Stormwater Services – Professional Services Proposal

Wes Rood stated this is a Professional Services proposal for continued on-call stormwater services to be provided by Christopher B. Burke Engineering LLC. Notable line items the city is looking for include the continuation of dry weather screening, annual reports, and potential audit preparation for MCM. The services are not to exceed \$45,000.

Chuck Lehman made the motion to approve action item #8. Mayor Willis seconded the motion.

Vote: Yes-2; No-0. Motion carried.

Action Item #9:

Resolution Group & City of Westfield – 2025 MS4 Compliance Assistance – Stormwater Management – Professional Services Proposal

Wes Rood stated this is an additional stormwater Professional Services proposal. In 2023, the city partnered with Resolution Group to conduct site inspections for erosion and sediment control. The state requires the city to hit 100% of our sites within the first 60 days for an inspection process to stay in compliance. We did not do anything in 2024, but we feel, in preparation for this year's construction season, we should continue those services again. The proposed services will not exceed \$38,500.

Chuck Lehman made the motion to approve action #9. Mayor Willis seconded the motion.

Vote: Yes-2; No-0. Motion carried.

Action Item #10:**eimage Technology Group, Inc. & City of Westfield – Statement of Work – Service Agreement**

Chris Larsen relayed this is a statement of work for a one-year agreement between the city and eimage Technology Group, Inc. They are the city's 24/7 support for our CRM environment, which is currently used for 311 requests, pothole service requests, and building and inspection permits. If there is an issue with the system or changes need to be made, they are our partners and have been for many years. The threshold of the statement of work has increased to an amount that requires this board's approval. This is normally budgeted each year in the IT budget.

Mayor Willis made a motion to approve action item #10, eimage Technology Group and the City of Westfield statement of work agreement. Chuck Lehman seconded the motion.
Vote: Yes-2; No-0. Motion carried.

Action Item #11:**Indiana Sign & Barricade, Inc. & City of Westfield - Contract for 2025 Pavement Striping Project**

Michael Pierce stated this is a goods and services contract with Indiana Sign & Barricade for the city's road striping project. Bids were opened on February 7th. Indiana Barricade was the lower of the two bids received, which both came in lower than the engineers' estimate and under budget. This is a much more robust program than we have had in the past. Typically, our contracts have been around \$130,000 to \$150,000. This year it was elevated to \$275,000 in hopes of hitting more of our roadways with our re-striping program. The approval of this contract would allow us to move forward. The completion date is slated for September 12th. Mayor Willis inquired about the RAB on 191st Street. At one time, it was stripped as one-lane. Mr. Willis asked why it was one lane, when obviously it was meant to have two lanes. Mr. Pierce relayed that this RAB is being re-paved and will be stripped as a two-lane RAB. Chuck Lehman mentioned an area that he would like to see improved is 151st Street under SR31, going west and turning south, is not marked well and is causing a lot of traffic issues. Mr. Pierce stated this is also on their list as an area that needs to be improved.

Mayor Willis made the motion to approve action item #11, Indiana Sign & Barricade, Inc. and the City of Westfield-contract for the 2025 pavement striping project. Chuck Lehman seconded the motion.
Vote: Yes-2; No-0. Motion carried.

Action Item #12:**Signing Authority for 2025 Concrete Street Patching project**

Michael Pierce said that this is for concrete patching and the city's subdivisions that have concrete streets. There are two large subdivisions currently that have concrete streets, Westfield Farms and Bridlewood. Quotes were sent out last Friday to select a contractor for this project. This is for the signing authority on a contract once quotes are received.

Chuck Lehman made the motion to approve action item #12 granting signing authority on the 2025 concrete street patching contract. Mayor Willis seconded the motion.
Vote: Yes-2; No-0. Motion carried.

RESOLUTIONS

Action Item #13:

Resolution 25-104 - A Resolution of the City of Westfield Board of Public Works & Safety adopting a written policy establishing the procedures that apply to a member's participation in a Board meeting by electronic means of communication

Kaitlin Glazier explained that at the beginning of COVID there was a time when everyone could participate electronically. This was changed in 2021. It states that board members can participate electronically in certain circumstances. For example, there still needs to be a quorum present. With this particular board, only one person could participate electronically. To vote, the person participating electronically has to be seen. A written policy must be adopted. This Resolution will get the policy on file and comply with the law.

Chuck Lehman made the motion to adopt Resolution 25-104. Mayor Willis seconded the motion.

Vote: Yes-2; No-0. Motion carried.

Action Item #14:

Resolution 25-105 – A Resolution of the City of Westfield, Board of Public Works & Safety accepting a donation of real property interest.

Danielle Carey-Tolan stated this is a resolution to accept a donation of real estate property. There is a small piece of property (four tenths of an acre) needed for Station 84, which is behind our current property. The property was acquired by the CDC, and they are donating to the city.

Chuck Lehman made the motion to adopt Resolution 25-105. Mayor Willis seconded the motion.

Vote: Yes-2; No-0. Motion carried.

Accepting Trail Easement

John Nail stated that in the past he had mentioned the 161st Street and Spring Mill Rd. roundabout project. There is a trail gap between the area just to the north of the Kroger gas station, up to Countryside Blvd., which crosses the John Edwards stream. The city has put together a design for a pedestrian bridge over the stream to allow for the construction of a trail to fill in the gap. This project was bundled with the 161st and Spring Mill RAB construction project so all the construction can take place at roughly the same time under one construction contract. The action item being presented is for the acceptance of a trail easement that was dedicated by the Countryside HOA to allow the city to construct the trail and complete the gap. Countryside donated the easement at no cost to the city, and this memorializes the acceptance of the trail easement from the Countryside HOA. Mayor Willis asked if the bridge would be golf-cart compatible. Mr. Nail stated from a structural standpoint it would be, but the width is such that only one golf-cart can cross over at a time. The current trail in that location is 8 ft wide, the bridge will be 10ft wide, making it necessary for one golf cart to cross at a time. The mayor asked that special signage be in place, stating only one golf cart at a time on the bridge. Mr. Nail stated that an audit of all pedestrian bridges would be done if the Ordinance on expanding the permitted areas where golf carts can be used is adopted. A signage package would be included as part of the audit.

Chuck Lehman made the motion to pass and adopt the grant of the trail easement. Mayor

Willis seconded the motion.

Vote: Yes-2; No-0. Motion carried.

Resolution 25-108: Declaring Certain Personal Property to be Surplus and Authorizing Disposal

Deputy Mayor Tolan stated that Resolution 25-08 declares surplus property for disposal.

There is a large amount of office furniture and workout equipment that the city would like to dispose of. This is due to the remodeling being done at the city service building. The furniture is outdated, and the city's staff is expanding, requiring more offices to accommodate more people, thus the need for new furniture. The workout space is going to be used for additional office space. The workout equipment was donated to the city by the schools many years ago. Ms. Tolan stated that they are asking to amend section three due to the Resolution being written prior to the workout equipment being added. Indiana Code § 5-22-22-6 and Ind. Code § 5-22-22-8 states that if the surplus property has an estimated total value of \$5,000, the city may sell or auction the property without advertising.

Kaitlin Glazier explained that this resolution basically says we shall get rid of the property in this way, which would be to demolish it. When reviewing the Resolution, we realized some of the surplus property may provide little value. According to In. Code (mentioned above). If all items are less than \$5,000, you may sell them at a public or private sale. The city would like to note this, so the property does not have to be demolished.

Mayor Willis reiterated that the city is not buying new furniture just for the sake of having new furniture. This is a strategic plan to try to extend the life of the current city service building and to accommodate the growth of new employees. Smaller furniture is being used to maximize space.

Ms. Glazier suggested to the board if they wanted to approve the Resolution, she would make a motion to approve the Resolution with the amendments that were discussed in the meeting so that she could make those quick changes.

Chuck Lehman, after hearing the explanations and consideration, made a motion to approve Resolution 25-108. Mayor Willis seconded the motion.

Vote: Yes-2; No-0. Motion carried.

PERMIT APPROVAL

CONSENT AGENDA

Mayor Willis made the motion to approve the Consent Agenda. Chuck Lehman seconded the motion.

Vote: Yes-2; No-0. Motion carried.

February Bond Information

DEPARTMENT REPORTS

WFD January 2025 Report

Chief Gaylor gave the report.

WPD January 2025 Report

Billy Adams gave the report from the police department.

Public Works January 2025 Report

Jon Nail gave the report from the Public Works Department.

ADJOURNMENT

Chuck Lehman made the motion to adjourn.

Meeting adjourned at 1:56 PM

Deputy Clerk

Member of the Board

These minutes are a summary of actions taken at the City of Westfield Board of Public Works meeting. A full video archive of the meeting is available for viewing at:

<https://www.youtube.com/cityofwestfieldin>

AMENDED AND RESTATED TERMINATION OF PAYMENT IN LIEU OF TAXES AGREEMENT

This Amended and Restated Termination of Payment in Lieu of Taxes Agreement (this “**Termination Agreement**”) is entered into as of the ____ day of March, 2025 (the “**Execution Date**”), by and between the City of Westfield, Indiana, a municipal corporation and political subdivision of the State of Indiana (“**City**”), and Options Charter School, Inc., an Indiana nonprofit corporation (“**Owner**”):

Recitals

WHEREAS, pursuant to that certain Payment in Lieu of Taxes Agreement (the “**PILOT Agreement**”) by and between City and Owner, dated May 22 2019, City and Owner agreed that Owner would make payments to City in lieu of real estate taxes with respect to certain real estate located North of State Road 32 and Gunther Drive (the “**Real Estate**”), as more particularly described in the PILOT Agreement; and

WHEREAS, City and Owner have agreed to terminate the PILOT Agreement in accordance with the terms set forth herein;

Termination Agreement

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are acknowledged hereby, the parties hereby agree as follows:

1. Termination. City and Owner hereby terminate the PILOT Agreement as of the Termination Date (as hereinafter defined), subject to the terms and conditions of this Termination Agreement. From and after the Termination Date, the PILOT Agreement shall terminate and be of no further force or effect, subject to the terms and conditions of this Termination Agreement. From and after the Termination Date, Owner shall no longer be obligated to pay City annual amounts in lieu of taxes.

2. Termination Date. Effective as of the Effective Date (the “**Termination Date**”), the PILOT Agreement shall terminate and be of no further force or effect, except for: (a) those obligations first arising prior to the Termination Date; (b) any indemnification obligations of the PILOT Agreement; and (c) all other provisions of the PILOT Agreement that expressly survive termination. Through the Termination Date, Owner shall perform and observe all obligations and conditions to be performed and/or observed by Owner under the PILOT Agreement, including, without limitation, payment of all amounts due to City.

3. Authority. Each of the persons executing this Termination Agreement on behalf of City and Owner represents and certifies that: (a) he or she is empowered and authorized by all necessary action of City and Owner, respectively, to execute and deliver this Termination Agreement ; (b) he or she has full capacity, power, and authority to enter into and carry out this Termination Agreement; and (c) the execution, delivery, and performance of this Termination Agreement have been authorized by, and this Termination Agreement is the legal, valid, and binding obligation of, City and Owner, respectively.

4. Acknowledgments. Owner hereby acknowledges and represents that, as of the Execution Date: (a) the PILOT Agreement is in full force and effect; and (b) City and Owner currently are not in default of any term or condition of the PILOT Agreement.

5. Amendment and Replacement. This Agreement amends, replaces, and supersedes, in its entirety, that certain Termination of Payment in Lieu of Taxes Agreement by and between City and Owner dated February 26, 2025.

6. Miscellaneous. The terms and conditions of this Termination Agreement shall be governed by, and construed in accordance with, the laws of the State of Indiana. In the event of any conflict between the PILOT Agreement and this Termination Agreement, the terms and conditions of this Termination Agreement shall control. All capitalized terms used herein and not otherwise defined herein shall have the meanings ascribed to them in the PILOT Agreement. The section headings herein are for

convenience and shall not be considered in any way to affect the interpretation of this Termination Agreement. No agreement by and between City and Owner to modify or amend this Termination Agreement shall be binding and enforceable, unless all terms and conditions of the modification or amendment are set forth in writing and signed by City and Owner. If this Termination Agreement is executed in multiple counterparts, then all counterparts taken together shall constitute this Termination Agreement. A facsimile or electronically transmitted counterpart of this Termination Agreement shall be sufficient to evidence the binding agreement of each party to the terms hereof.

[Signature page to follow.]

IN WITNESS WHEREOF, the parties have executed this Amended and Restated Termination of Payment in Lieu of Taxes Agreement as of the Execution Date.

CITY:

CITY OF WESTFIELD, INDIANA, a municipal corporation and political subdivision of the State of Indiana, by and through its Board of Public Works and Safety

By: _____
Scott Willis

By: _____
Chuck Lehman

By: _____
Nick Barbknecht

ATTEST:

By: _____

OWNER:

OPTIONS CHARTER SCHOOL, INC.,
an Indiana nonprofit corporation

By: _____
Mike Gustin, President

ROAD IMPACT FEE INSTALLMENT AGREEMENT

Cross Referenced to Instrument Nos. 2024047383, 2024049133, 2025003493

Najem Family Real Estate, LLC (the “Applicant”) makes the following commitments (the “Commitments”) to the City of Westfield, Hamilton County, Indiana (“City”) regarding the installment payments for the Road Impact Fees properly assessed on the following described real estate (the “Real Estate”) located in Hamilton County, Indiana:

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

Address: 207 Mill Street, Westfield, IN 46074

Parcel Nos: 09-09-01-02-06-011.000 and 09-09-01-02-06-010.000

Section 2. **Improvement Location Permit Nos.:**
25-C-002-069 (the “ILP”).

Builder/Contractor:

Section 3. **Statement of Terms:**

- A. As part of the development of the Real Estate, road impact fees are required to be paid to the City by the Applicant. In accordance with City Ordinance 24-43, the City assessed a road impact fee of **\$115,514.47** on January 24, 2025, attached hereto as Exhibit B (25-RIFA-05) (the “Assessed Road Impact Fee”), as part of the Applicant’s filed ILP for the Real Estate.
- B. Pursuant to I.C. 36-7-4-1324 the City agrees to installment payments of the Assessed Road Impact Fees as set forth herein.
- C. Prior to the issuance of the ILP, the Applicant agrees to tender \$5,000.00 (Five-Thousand Dollars) or five percent (5%), whichever is greater.
- D. Pursuant to I.C. 36-7-4-1324 the City will charge six percent (6%) interest on an annual basis, only on the portion of the impact fee that is outstanding.
- E. Pursuant to I.C. 36-7-4-1324 the City may charge a ten percent (10%) penalty on any installment which is not paid by the payable due date set forth in Section F. This penalty will be assessed only to the installment amount which is overdue and is a one-time charge for that installment. Interest in the amount described in Section D may also be charged on the penalty amount in accordance with I.C. 36-7-4-1324.
- F. The Applicant agrees to make installment payments to the City for the remaining Assessed Road Impact Fee on or before the dates set forth below. The remaining amounts shall be due in equal payments beginning March 24, 2026, and every year thereafter, in accordance with the following:

Issuance of ILP:	\$ 5,775.72
March 24, 2026:	\$26,051.58
March 24, 2027:	\$26,051.58
March 24, 2028:	\$26,051.58
March 24, 2029:	\$26,051.58
March 24, 2030:	\$26,051.58
Total Road Impact Fee:	\$136,033.62

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

Section 4. Binding on Successors and Assigns:

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

Section 5. Effective Date:

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

Section 6. Recording:

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

Section 7. Enforcement:

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

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

Najem Family Real Estate, LLC (the "Applicant")

By: [Signature]

Printed Name: Henri Najem

Title: Member

Date: 3/7/25

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

[Signature]

SIGNATURE OF NOTARY PUBLIC

State of INDIANA, County of HAMILTON, SS:

Subscribed and Sworn before me this 7th day of March, 2025.

Printed Name of Notary Public LISA R SMITH

My Commission Expires 7/2/32



I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security Number in this document, unless required by law: Michael Pearce, City Engineer.

Prepared by: Michael Pearce, City Engineer
City of Westfield
2728 East 171st Street,
Westfield, IN 46074
(317) 473-2917

**CITY OF WESTFIELD
BOARD OF PUBLIC WORKS & SAFETY**

Nick Barbknecht

Chuck Lehman

Scott Willis

ATTEST:

Pat Leuteritz, Office Administrator

Exhibit A
Real Estate

LOT NUMBER FIVE (5), EXCEPT 16 FEET IN EVEN WIDTH OFF OF THE ENTIRE NORTH SIDE THEREOF, IN ROBERT'S ADDITION TO THE TOWN OF WESTFIELD, INDIANA, SAID ADDITION BEING A PART OF THE NORTHEAST QUARTER OF SECTION 1, TOWNSHIP 18 NORTH, RANGE 5 EAST, IN HAMILTON COUNTY, INDIANA.

ALSO:

LOT NUMBERED SIX (6) IN ROBERT'S ADDITION, AS PER PLAT THEREOF RECORDED IN DEED RECORD 39, PAGE 433, IN THE OFFICE OF THE RECORDER OF HAMILTON COUNTY, INDIANA.

ALSO:

HALF OF THE FOLLOWING: THE ALLEY RIGHT-OF-WAY LOCATED BETWEEN LOTS SIX (6) AND SEVEN (7) IN ROBERT'S ADDITION, AS PER PLAT THEREOF RECORDED IN DEED RECORD 39, PAGE 433, IN THE OFFICE OF THE RECORDER OF HAMILTON COUNTY, INDIANA, BEGINNING AT THE INTERSECTION OF SAID ALLEY RIGHT-OF-WAY AND MILL STREET AND RUNNING WEST FOR A DISTANCE OF 156 3 FEET; THENCE NORTH FOR A DISTANCE OF 12 FEET; THENCE EAST A DISTANCE OF 156 3 FEET; THENCE SOUTH TO THE POINT OF BEGINNING FOR A DISTANCE OF 12 FEET AS SET OUT IN MISCELLANEOUS RECORD 183, PAGE 921 IN THE OFFICE OF THE RECORDER OF HAMILTON COUNTY, INDIANA.

Exhibit B

Assessed Road Impact Fee

ROAD IMPACT FEE ESTIMATE

Estimate Request #: ZS-RIFA-05
 Estimate Date: 01/24/25
 Estimate By: Weston Rogers
 (I.C. 36-7-4-1321 and City Ordinance No. 17-43)



Property Information:	Applicant Information:
Property Description:	Name: Hassan Mercho
Parcel: 89-09-01-02-06-010.000	Address: 9003 Technology Ln
Address: 207 Mill St	Fishers, IN 46038
	317.590.8433
	Email: hmercho@gmail.com

Development Information:

Existing: Residential
 Proposed: 7,190 square foot sit down restaurant
 0.53 acres
 Zoning: Najem PUD

Road Impact Fee Calculation:

In accordance with I.C. 36-7-4-1321 and the City's adopted impact fee ordinance, road impact fees are calculated based on the number of twenty-four-hour trips taken from the latest version of the *Trip Generation Manual*, a study published by the Institute of Transportation Engineers (the following were developed based on the guidelines set forth in the 11th Edition).

Land Use Code:	931 – Fine Dining Restaurant
Independent Variable:	7,190 square feet
*Weighted Trip Average:	83.84 per 1,000 Square feet (average weekday 24-hour trip rate)

Trips:

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

Pass-by Trips:

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

Calculation:

	Square feet	Variable	Trip Average		
Trips:	7,190	/ 1,000	x 83.84	=	602.81 24-hour trips
Pass-by Trips:			Average pass-by trip percentage:		44% pass-by trip reduction %
					265.24 pass-by trips
			Total net trips:		337.57 24-hour trips

Road Impact Fee: \$362.44 per trip

Road Impact Fee Assessment:						Total Road Impact Fee:
24-hour trips	fee per trip	road impact fee	pass-by trip discount	redevelopment credits		
602.81	* \$362.44	= \$ 218,482.31	- \$ 96,132.22	- \$ 6,835.62	=	\$ 115,514.47

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

PROFESSIONAL SERVICES AGREEMENT

AMENDMENT NUMBER 1

Project Name (“Project”)

Infrastructure Plan Review Assistance

This Amendment to the Professional Services Agreement dated 5/24/2024 is by and between:

City of Westfield (“Client”)

2728 East 171st Street
Westfield, IN 46074

and,

Clark Dietz, Inc. (“Clark Dietz”)

8900 Keystone Crossing, Suite 475
Indianapolis, IN 46240

Who agree as follows:

Now Therefore; this Amendment engages Clark Dietz to perform Services described in PART I – SERVICES BY CLARK DIETZ and Clark Dietz agrees to perform these Services for the compensation set forth in PART III - COMPENSATION. Clark Dietz shall be authorized to commence Services upon execution of this Amendment by both parties and receipt of written or verbal authorization to proceed from the Client. Client and Clark Dietz agree that this signature page, together with Parts I - III of this Amendment and the original Agreement, incorporated and made a part herewith, constitute the entire agreement between them relating to this project.

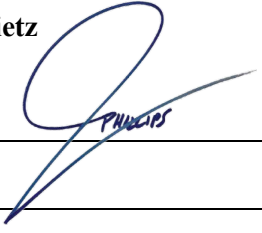
Agreed to by Client

By: _____

Title: _____

Date: _____

Agreed to by Clark Dietz

By: Jacob W. Phillips 

Title: Area Manager

Date: 3/10/2025

PART I
SERVICES BY CLARK DIETZ

A. Amendment Description

1. The City of Westfield requires periodic assistance with new development infrastructure plan reviews. This amendment increases the total fee by \$40,000, for these services.

B. Scope

1. No change

C. Schedule

1. No change

D. Assumptions/Conditions

1. No Change

PART II
CLIENT'S RESPONSIBILITIES

Client shall, at its expense, do the following in a timely manner so as not to delay the Amended services:

A. Information/Reports

1. No Change

B. Representative

1. No Change

C. Decisions

1. No Change

PART III COMPENSATION

A. Compensation

1. Compensation to Clark Dietz for services rendered by employees working on the Project in accordance with PART I, SERVICES of this Amendment will be at the hourly billing rates shown in the attachment, "Schedule of General Billing Rates". The total compensation authorized by this Amendment will not exceed \$40,000.00 and increase the total compensation authorized to \$80,000.00.

B. Billing and Payment – No Change

SCHEDULE OF GENERAL BILLING RATES

CLARK DIETZ, INC.

January 1, 2025

<u>TITLE</u>	<u>HOURLY RATE</u>
Engineer 9	\$270.00
Engineer 8	255.00
Engineer 7	245.00
Engineer 6	235.00
Engineer 5	215.00
Engineer 4	185.00
Engineer 3	175.00
Engineer 2	155.00
Engineer 1	140.00
Technician 5	185.00
Technician 4	170.00
Technician 3	155.00
Technician 2	135.00
Technician 1	120.00
Intern	100.00
Clerical	105.00

Notes:

The rates in this schedule will be reviewed and adjusted as necessary but not sooner than six months after the date listed above. Rates include actual salaries or wages paid to employees of Clark Dietz plus payroll taxes, FICA, Worker's Compensation insurance, other customary and mandatory benefits, and overhead and profit. All project related expenses and subconsultants will be billed at 110% of actual cost to cover handling and administrative expenses.

PROFESSIONAL SERVICES AGREEMENT

Project Name ("Project")

Infrastructure Plan Review Assistance

This Agreement is by and between

City of Westfield ("Client")

2728 East 171st Street
Westfield, IN 46074

and

Clark Dietz, Inc. ("Clark Dietz")

8900 Keystone Crossing, Suite 475
Indianapolis, IN 46240

Who agree as follows:

Client hereby engages Clark Dietz to perform the services set forth in PART I - SERVICES BY CLARK DIETZ, and Clark Dietz agrees to perform the Services for the compensation set forth in PART III - COMPENSATION. Clark Dietz shall be authorized to commence the Services upon execution of this Agreement and written or verbal authorization to proceed from Client. Client and Clark Dietz agree that this signature page, together with Parts I - IV and attachments referred to therein, constitute the entire Agreement between them relating to the Project.

Agreed to by Client

By: 
Title: DIRECTOR OF PUBLIC WORKS
Date: 5/24/2024

Agreed to by Clark Dietz

By: 
Title: Kevin Hetrick, Indiana Regional Director
Date: May 16, 2024

**PART I
SERVICES BY CLARK DIETZ**

A. Project Description

The City of Westfield requires periodic assistance with new development infrastructure plan review services. This project provides Clark Dietz staff to perform engineering support to the City in completing reviews on an as needed/as requested basis, utilizing the City's plan review checklist. Reviews will be completed electronically utilizing PDF markup tools and a document portal (provided by City) for transferring files.

B. Scope

The scope of services for this project will generally include the following work tasks:

- Attend project meetings with the City's Infrastructure Plan Reviewer as requested (virtual or in-person) to discuss specific issues/concerns related to development plans.
- Coordinate with the City's Infrastructure Plan Reviewer to obtain input or clarifications on the City's infrastructure policies and standards.
- Perform engineering reviews utilizing the City's plan review checklist.
- Provide comments on plans for each development review assignment using Bluebeam or other PDF compatible software showing deficiencies/deviations from the City's design standards.
- Complete the City's review checklist forms for each assigned development review.
- Set up and track time spent on each assigned development and include as a separate line item on project invoicing.
- Perform project administration activities including project financial tracking, invoicing, scheduling, and quality assurance.

C. Schedule

The term of this Agreement shall expire December 31, 2026, unless extended by Amendment.

Individual development reviews are expected to be completed within two weeks of receipt of a complete set of review documents.

D. Assumptions/Conditions (if applicable)

This agreement is subject to the following assumptions/conditions:

1. This Agreement and any legal actions concerning its validity, interpretation and performance shall be governed by the laws of the location of the project.
2. Detailed review of engineering calculations provided by the development applicant's engineer is not included in the Scope of Services, as these documents have been prepared and sealed by the developer's engineer and presumed to meet the professional engineering standard of care.

PART II
CLIENT'S RESPONSIBILITIES

Client shall, at its expense, do the following in a timely manner so as not to delay the Services:

A. Information/Reports

Provide Clark Dietz with reports, studies, site characterizations, regulatory decisions and similar information relating to the Services that Clark Dietz may rely upon without independent verification unless specifically identified as requiring such verification.

B. Representative

Designate a representative for the project who shall have the authority to transmit instructions, receive information, interpret and define Client's requirements and make decisions with respect to the Services. **The Client representative for this Agreement will be Jonathan Nail, Director of Public Works.**

C. Decisions

Provide all criteria and full information as to Client's requirements for the Services and make timely decisions on matters relating to the Services.

PART III COMPENSATION

A. Compensation

1. Compensation to Clark Dietz for services rendered by employees working on the Project in accordance with PART I - SERVICES BY CLARK DIETZ of this Agreement will be at the hourly billing rates shown in the attachment, "Schedule of General Billing Rates". The total compensation authorized by this Agreement will not exceed \$40,000 without prior written authorization. Payment for expenses incurred directly on behalf of the Project shall be at actual cost to Clark Dietz.

B. Billing and Payment

1. Timing/Format

- a. Invoices shall be submitted monthly for Services completed at the time of billing. Invoices shall be considered past due if not paid within 45 calendar days of the date of the invoice. Such invoices shall be prepared in a form supported by documentation required by the Client.
- b. If the Client fails to make payments within 45 calendar days of the date of invoice or otherwise is in breach of this Agreement, Clark Dietz may suspend performance of services upon seven (7) calendar days' notice to the Client. Clark Dietz shall have no liability to the Client for any costs or damages as a result of suspension caused by any breach of this Agreement by the Client. Upon payment in full by the Client, Clark Dietz shall resume services under this Agreement, and the time schedule and compensation shall be equitably adjusted to compensate for the period of suspension plus any other reasonable time and expense necessary for Clark Dietz to resume performance.
- c. Client shall make payments to Clark Dietz using one of the following methods:

1) CLARK DIETZ LOCKBOX:

Clark Dietz, Inc.
125 West Church Street
Champaign, IL 61820

2) ELECTRONIC FUNDS/ACH PAYMENT:

Account Name : Clark Dietz, Inc
Bank Name: Hickory Point Bank and Trust
Address: 225 N. Water St.
City/State/Zip: Decatur, IL 62523
Account Number: 3911880
ABA Routing Number: 071124805

3) WIRE TRANSFER (Wire fees are the responsibility of the sending party*)**

Bank Name: Hickory Point Bank and Trust
Address: 225 N. Water St.
City/State/Zip: Decatur, IL 62523
ABA/Routing Number: 071124805
Account Title: Clark Dietz, Inc.
Account Address: 125 W. Church St.
City/State/Zip: Champaign, IL 61820-3510
Account Number: 3911880

2. Billing Records

Clark Dietz shall maintain accounting records of its costs in accordance with generally accepted accounting practices. Access to such records will be provided during normal business hours with reasonable notice during the term of this Agreement and for 3 years after completion.

PART IV STANDARD TERMS AND CONDITIONS

1. **STANDARD OF CARE.** Services shall be performed in accordance with the standard of professional practice ordinarily exercised by the applicable profession at the time and within the locality where the services are performed. No warranty or guarantee, express or implied is provided, including warranties or guarantees contained in any uniform commercial code.
2. **CHANGE OF SCOPE.** The Scope of Services set forth in this Agreement is based on facts known at the time of execution of this Agreement, including, if applicable, information supplied by Clark Dietz and Client. Clark Dietz will promptly notify Client of any perceived changes of scope in writing and the parties shall negotiate modifications to this Agreement.
3. **DELAYS.** If events beyond the control of Clark Dietz, including, but not limited to, fire, flood, explosion, riot, strike, war, process shutdown, act of God or the public enemy, and act or regulation of any government agency, result in delay to any schedule established in this Agreement, such schedule shall be extended for a period equal to the delay. In the event such delay increases the cost or time required for Clark Dietz to perform its services, Clark Dietz shall be entitled to an equitable adjustment in compensation and extension of time.
4. **TERMINATION/SUSPENSION.** Either party may terminate this Agreement upon 30 days written notice to the other party in the event of substantial failure by the other party to perform in accordance with its obligations under this Agreement through no fault of the terminating party. Client shall pay Clark Dietz for all Services, including profit relating thereto, rendered prior to termination.
5. **REUSE OF INSTRUMENTS OF SERVICE.** All reports, drawings, specifications, computer data, field data notes and other documents prepared by Clark Dietz as instruments of service shall remain the property of Clark Dietz. Clark Dietz shall retain all common law, statutory and other reserved rights, including the copyright thereto. Reuse of any instruments of service including electronic media, for any purpose other than that for which such documents or deliverables were originally prepared, or alteration of such documents or deliverables without written authorization or adaptation by Clark Dietz for the specific purpose intended, shall be at Client's sole risk.
6. **ELECTRONIC MEDIA.** In accepting and utilizing any drawings, reports and data on any form of electronic media generated and furnished by Clark Dietz, the Client agrees that all such electronic files are instruments of service of Clark Dietz, who shall be deemed the author, and shall retain all common law, statutory law and other rights, without limitation, including copyrights.

The Client agrees not to reuse these electronic files, in whole or in part, for any purpose other than for the Project. The Client agrees not to transfer these electronic files to others without the prior written consent of Clark Dietz. The Client further agrees that Clark Dietz shall have no responsibility or liability to Client or others for any changes made by anyone other than Clark Dietz or for any reuse of the electronic files without the prior written consent of Clark Dietz.

Any changes to the electronic specifications by either the Client or Clark Dietz are subject to review and acceptance by the other party. If Clark Dietz is required to expend additional effort to incorporate changes to the electronic file specifications made by the Client, these efforts shall be compensated for as Additional Services.

In addition, the Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless Clark Dietz, its officers, directors, employees and subconsultants (collectively, Clark Dietz) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising from any changes made by anyone other than Clark Dietz or from any use or reuse of the electronic files without the prior written consent of Clark Dietz.

The Client is aware that differences may exist between the electronic files delivered and the printed hard-copy construction documents. In the event of a conflict between the signed construction documents prepared by Clark Dietz and electronic files, the signed or sealed hard-copy construction documents shall govern.
7. **OPINIONS OF CONSTRUCTION COST.** Any opinion of construction costs prepared by Clark Dietz is supplied for the general guidance of the Client only. Since Clark Dietz has no control over competitive bidding or market conditions, Clark Dietz cannot guarantee the accuracy of such opinions as compared to contract bids or actual costs to Client.
8. **SAFETY.** Clark Dietz specifically disclaims any authority or responsibility for general job site safety and safety of persons other than Clark Dietz employees.
9. **RELATIONSHIP WITH CONTRACTORS.** Clark Dietz shall serve as Client's professional representative for the services and may make recommendations to Client concerning actions relating to Client's contractors. Clark Dietz specifically disclaims any authority to direct or supervise the means, methods, techniques, sequences or procedures of construction selected by Client's contractors.
10. **THIRD PARTY CLAIMS.** Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Client or Clark Dietz. Clark Dietz's services under this Agreement are being performed solely for the Client's benefit, and no other party or entity shall have any claim against Clark Dietz because of this Agreement or the performance or nonperformance of services hereunder. The Client and Clark Dietz agree to require a similar provision in all contracts with contractors, subcontractors, subconsultants, vendors and other entities involved in this Project to carry out the intent of this provision.

11. **MODIFICATION.** This Agreement, upon execution by both parties hereto, can be modified only by a written instrument signed by both parties.

12. **PROPRIETARY INFORMATION.** Information relating to the Project, unless in the public domain, shall be kept confidential by Clark Dietz and shall not be made available to third parties without written consent of Client, unless so required by court order.

13. **INSURANCE.** Clark Dietz will maintain insurance coverage for Professional, Comprehensive General, Automobile, Worker's Compensation and Employer's Liability in amounts in accordance with legal, and Clark Dietz business requirements. Certificates evidencing such coverage will be provided to Client upon request. For projects involving construction, Client agrees to require its construction contractor, if any, to include Clark Dietz as an additional insured on its commercial general liability policy relating to the Project, and such coverages shall be primary.

14. **INDEMNITIES.** Clark Dietz agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Client, its officers, directors and employees against all damages, liabilities or costs, to the extent caused by Clark Dietz' negligent performance of professional services under this Agreement and that of its subconsultants or anyone for whom Clark Dietz is legally liable.

The Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless Clark Dietz, its officers, directors, employees and subconsultants against all damages, liabilities or costs, to the extent caused by the Client's negligent acts in connection with the Project and that of its contractors, subcontractors or consultants or anyone for whom the Client is legally liable.

Neither the Client nor Clark Dietz shall be obligated to indemnify the other party in any manner whatsoever for the other party's own negligence.

15. **LIMITATIONS OF LIABILITY.** In recognition of the relative risks and benefits of the Project to both the Client and Clark Dietz, the risks have been allocated such that the Client agrees, to the fullest extent permitted by law, to limit the liability of Clark Dietz and their officers, directors, partners, employees, shareholders, owners and subconsultants for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, including attorneys' fees and costs and expert-witness fees and costs, so that the total aggregate liability of Clark Dietz and their officers, directors, partners, employees, shareholders, owners and subconsultants shall not exceed Clark Dietz's total fee for services rendered on this Project, or \$ 100,000.00 , whichever is greater. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.

16. **CONSEQUENTIAL DAMAGES.** Notwithstanding any other provision of this agreement, and to the fullest extent permitted by law, neither the Client nor Clark Dietz, their respective officers, directors, partners, employees, contractors or subconsultants shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of or connected in any way to the Project or to this Agreement. This mutual waiver of consequential damages shall include, but is not limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation and any other consequential damages that either party may have incurred from any cause of action including negligence, strict liability, breach of contract and breach of strict or implied warranty. Both the Client and Clark Dietz shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in this project.

17. **ACCESS.** Client shall provide Clark Dietz safe access to the project site necessary for the performance of the services.

18. **ASSIGNMENT.** The rights and obligations of this Agreement cannot be assigned by either party without written permission of the other party. This Agreement shall be binding upon and inure to the benefit of any permitted assigns.

19. **HAZARDOUS MATERIALS.** Clark Dietz and Clark Dietz' consultants shall have no responsibility for discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials in any form at the project site, including but not limited to asbestos, asbestos products, polychlorinated biphenyl (PCB) or other toxic substances. If required by law, the client shall accomplish all necessary inspections and testing to determine the type and extent, if any, of hazardous materials at the project site. Prior to the start of services, or at the earliest time such information is learned, it shall be the duty of the Client to advise Clark Dietz (in writing) of any known or suspected hazardous materials. Removal and proper disposal of all hazardous materials shall be the responsibility of the Client.

20. **REMODELING AND RENOVATION.** For Clark Dietz' services provided to assist the Client in making changes to an existing facility, the Client shall furnish documentation and information upon which Clark Dietz may rely for its accuracy and completeness. Unless specifically authorized or confirmed in writing by the Client, Clark Dietz shall not be required to perform or have others perform destructive testing or to investigate concealed or unknown conditions. The Client shall indemnify and hold harmless Clark Dietz, Clark Dietz' consultants, and their employees from and against claims, damages, losses and expenses which arise as a result of documentation and information furnished by the Client.

21. **CLIENT'S CONSULTANTS.** Contracts between the Client and other consultants retained by Client for the Project shall require the consultants to coordinate their drawings and other instruments of service with those of Clark Dietz and to advise Clark Dietz of any potential conflict. Clark Dietz shall have no responsibility for the components of the project designed by the Client's consultants.

22. **NO WAIVER.** No waiver by either party of any default by the other party in the performance of any particular section of this Agreement shall invalidate another section of this Agreement or operate as a waiver of any future default, whether like or different in character.

23. **SEVERABILITY.** The various terms, provisions and covenants herein contained shall be deemed to be separate and severable, and the invalidity or unenforceability of any of them shall not affect or impair the validity or enforceability of the remainder.
24. **STATUTE OF LIMITATION.** To the fullest extent permitted by law, parties agree that, except for claims for indemnification, the time period for bringing claims under this Agreement shall expire one year after Project Completion.
25. **DISPUTE RESOLUTION.** In the event of a dispute arising out of or relating to this Agreement or the services to be rendered hereunder, Clark Dietz and the Client agree to attempt to resolve such disputes in the following manner: First, the parties agree to attempt to resolve such disputes through direct negotiations between the appropriate representatives of each party. Second, if such negotiations are not fully successful, the parties agree to attempt to resolve any remaining dispute by formal nonbinding mediation conducted in accordance with rules and procedures to be agreed upon by the parties.
26. **E-Verify.** Pursuant to Ind. Code § 22-5-1.7-11, Clark Dietz, by entering into this agreement with the City, is required to enroll in and verify the work eligibility status of all of its newly hired employees through the E-Verify program. Clark Dietz is not required to verify the work eligibility status of all of its newly hired employees through the E-Verify program if the E-Verify program no longer exists. Clark Dietz states that it does not knowingly employ an unauthorized alien and further affirms that, prior to entering into the agreement with the City, it will enroll in and agrees to verify the work eligibility status of all its newly hired employees through the E-Verify program.
27. **Non-Appropriation.** The Parties acknowledge that the City is a governmental entity whose funds are subject to appropriation by its fiscal body. Therefore, if at any time during the initial term or subsequent term of this representation, the City's fiscal body should fail to appropriate sufficient funds to continue this representation, it will become null and void. The City shall not be obligated to perform unless and until sufficient funds are appropriated. The City agrees to seek funding for the continuation of the representation during each budget cycle during the initial term or subsequent term of this representation. The City agrees to inform Clark Dietz in writing of any such non-allocation of funds at the earliest possible date, and shall pay for all services provided prior to exhaustion of the appropriated funds.
28. **Non-Discrimination.** Consistent with Ind. Code §22-9-1-10, Clark Dietz agrees that it, and its subcontractors, will not discriminate against any employee or applicant for employment to be employed in the performance of this representation, with respect to the employee's hire, tenure, terms, conditions or privileges or employment, or any matter directly or indirectly related to employment, because of the employee's race, religion, color, sex, disability, national origin, or ancestry. Breach of this covenant may be regarded as a material breach of the agreement.

SHORT FORM OF AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES

THIS IS AN AGREEMENT effective as of the date of the latest required signature below ("Effective Date") between City of Westfield, Indiana ("Owner") and American Structurepoint, Inc. ("Engineer").

Owner's Project, of which Engineer's services under this Agreement are a part, is generally identified as follows: 181st Street and Wheeler Road Intersection Improvement Project ("Project").

Engineer's services under this Agreement are generally identified as follows: Please see Appendix 1 for Engineer's Scope of Services ("Services").

Owner and Engineer further agree as follows:

1.01 *Basic Agreement and Period of Service*

- A. Engineer shall provide or furnish the Services set forth in this Agreement. If authorized by Owner, or if required because of changes in the Project, Engineer shall furnish services in addition to those set forth above ("Additional Services").
- B. Engineer shall complete its Services within the following specific time period: **as outlined in Exhibit A**. If no specific time period is indicated, Engineer shall complete its Services within a reasonable period of time.
- C. If, through no fault of Engineer, such periods of time or dates are changed, or the orderly and continuous progress of Engineer's Services is impaired, or Engineer's Services are delayed or suspended, then the time for completion of Engineer's Services, and the rates and amounts of Engineer's compensation, shall be adjusted equitably, **as outlined below in Part 5.01.R**.

2.01 *Payment Procedures*

- A. **Invoices:** Engineer shall prepare invoices in accordance with its standard invoicing practices and submit the invoices to Owner on a monthly basis. Invoices are due and payable within 30 days of receipt. If Owner fails to make any payment due Engineer for Services, Additional Services, and expenses within 30 days after receipt of Engineer's invoice, then (1) the amounts due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said due date, and (2) in addition Engineer may, after giving seven days written notice to Owner, suspend Services under this Agreement until Engineer has been paid in full all amounts due for Services, Additional Services, expenses, and other related charges. Owner waives any and all claims against Engineer for any such suspension.
- B. **Payment:** As compensation for Engineer providing or furnishing Services and Additional Services, Owner shall pay Engineer as set forth in Paragraphs 2.01, 2.02 (Services), and 2.03 (Additional Services). If Owner disputes an invoice, either as to amount or entitlement, then Owner shall promptly advise Engineer in writing of the specific basis for doing so, may withhold only that portion so disputed, and must pay the undisputed portion.

V. 4-2024

EJCDC® E-520, Short Form of Agreement Between Owner and Engineer for Professional Services.

2021.03068

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2.02 *Basis of Payment*

A. Owner shall pay Engineer for Services as follows:

1. An amount equal to the cumulative hours charged to the Project by each class of Engineer's employees times standard hourly rates for each applicable billing class, plus Engineer's consultants' charges, if any, not to exceed \$225,960.00. Engineer's hourly rates are attached as Exhibit A.

2.03 *Additional Services:* For Additional Services, Owner shall pay Engineer ~~an amount equal to the cumulative hours charged in providing the Additional Services by each class of Engineer's employees, times standard hourly rates for each applicable billing class; plus reimbursement of expenses incurred in connection with providing the Additional Services and Engineer's consultants' charges, if any. Engineer's standard hourly rates are attached as Appendix 1.~~ **a fee to be negotiated at the time such Additional Services are requested.**

3.01 *Termination*

A. The obligation to continue performance under this Agreement may be terminated:

1. For cause,
 - a. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the Agreement's terms through no fault of the terminating party. Failure to pay Engineer for its services is a substantial failure to perform and a basis for termination.
 - b. By Engineer:
 - 1) upon seven days written notice if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional; or
 - 2) upon seven days written notice if the Engineer's Services are delayed for more than 60 days for reasons beyond Engineer's control, or as the result of the presence at the Site of undisclosed Constituents of Concern, as set forth in Paragraph 5.01.i.
 - c. Engineer shall have no liability to Owner on account of a termination for cause by Engineer.
 - d. Notwithstanding the foregoing, this Agreement will not terminate as a result of a substantial failure under Paragraph 3.01.A.1.a if the party receiving such notice begins, within seven days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt of notice; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.

2. For convenience, by Owner effective upon Engineer's receipt of written notice from Owner.

B. In the event of any termination under Paragraph 3.01, Engineer will be entitled to invoice Owner and to receive full payment for all Services and Additional Services performed or furnished in accordance with this

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Agreement, plus reimbursement of expenses incurred through the receipt of notice of termination in connection with providing the Services and Additional Services, and Engineer's consultants' charges, if any.

4.01 *Successors, Assigns, and Beneficiaries*

- A. Owner and Engineer are hereby bound and the successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by Paragraph 4.01.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.
- B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, money that is due or may become due) in this Agreement without the written consent of the other party, except to the extent that any assignment, subletting, or transfer is mandated by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.
- C. Unless expressly provided otherwise, nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any Constructor, other third-party individual or entity, or to any surety for or employee of any of them. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party.

5.01 *General Considerations*

- A. The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with any services performed or furnished by Engineer. Subject to the foregoing standard of care, Engineer and its consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards. **The Owner shall furnish, at the Owner's expense, all information, requirements, reports, data, surveys and instructions required by this Agreement. The Engineer may use such information, requirements, reports, data, surveys and instructions in performing its services and is entitled to rely upon the accuracy and completeness thereof. The Engineer shall not be held responsible for any errors or omissions that may arise as a result of erroneous or incomplete information provided by the Owner, consultants or contractors which the Owner requires Engineer to hire, and/or the Owner's consultants and contractors.**
- B. Engineer shall not at any time supervise, direct, control, or have authority over any Constructor's work, nor shall Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, or the safety precautions and programs incident thereto, for security or safety at the Project site, nor for any failure of a Constructor to comply with laws and regulations applicable to such Constructor's furnishing and performing of its work. Engineer shall not be responsible for the acts or omissions of any Constructor.

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- C. Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish and perform its work.
- D. Engineer's opinions (if any) of probable construction cost are to be made on the basis of Engineer's experience, qualifications, and general familiarity with the construction industry. However, because Engineer has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Engineer cannot and does not guarantee that proposals, bids, or actual construction cost will not vary from opinions of probable construction cost prepared by Engineer. If Owner requires greater assurance as to probable construction cost, then Owner agrees to obtain an independent cost estimate.
- E. Engineer shall not be responsible for any decision made regarding the construction contract requirements, or any application, interpretation, clarification, or modification of the construction contract documents other than those made by Engineer or its consultants.
- F. All documents prepared or furnished by Engineer are instruments of service, and Engineer retains an ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed. Owner shall have a limited license to use the documents on the Project, extensions of the Project, and for related uses of the Owner, subject to receipt by Engineer of full payment due and owing for all Services and Additional Services relating to preparation of the documents and subject to the following limitations:
 - 1. Owner acknowledges that such documents are not intended or represented to be suitable for use on the Project unless completed by Engineer, or for use or reuse by Owner or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by Engineer;
 - 2. any such use or reuse, or any modification of the documents, without written verification, completion, or adaptation by Engineer, as appropriate for the specific purpose intended, will be at Owner's sole risk and without liability or legal exposure to Engineer or to its officers, directors, members, partners, agents, employees, and consultants;
 - 3. Owner shall hold harmless Engineer and its officers, directors, members, partners, agents, employees, and consultants from all claims, damages, losses, and expenses, including reasonable attorneys' fees, arising out of or resulting from any use, reuse, or modification of the documents without written verification, completion, or adaptation by Engineer; and
 - 4. such limited license to Owner shall not create any rights in third parties.
- G. Owner and Engineer may transmit, and shall accept, Project-related correspondence, documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website, in accordance with a mutually agreeable protocol.
- H. To the fullest extent permitted by law, Owner and Engineer (1) waive against each other, and the other's employees, officers, directors, members, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement or the Project, and (2) agree that Engineer's total liability to Owner under this Agreement shall be limited to **\$50,000** or the total amount of compensation received by Engineer, whichever is greater, notwithstanding applicable insurance coverage.

V. 4-2024

EJCDC® E-520, Short Form of Agreement Between Owner and Engineer for Professional Services.

2021.03068

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- I. The parties acknowledge that Engineer's Services do not include any services related to unknown or undisclosed Constituents of Concern. If Engineer or any other party encounters, uncovers, or reveals an unknown or undisclosed Constituent of Concern, then Engineer may, at its option and without liability for consequential or any other damages, suspend performance of Services on the portion of the Project affected thereby until such portion of the Project is no longer affected, or terminate this Agreement for cause if it is not practical to continue providing Services.
- J. Owner and Engineer agree to negotiate each dispute between them in good faith during the 30 days after notice of dispute. If negotiations are unsuccessful in resolving the dispute, then the dispute shall be mediated. If mediation is unsuccessful, then the parties may exercise their rights at law.
- K. This Agreement is to be governed by the law of the state in which the Project is located.
- L. Engineer's Services and Additional Services do not include: (1) serving as a "municipal advisor" for purposes of the registration requirements of Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission; (2) advising Owner, or any municipal entity or other person or entity, regarding municipal financial products or the issuance of municipal securities, including advice with respect to the structure, timing, terms, or other similar matters concerning such products or issuances; (3) providing surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements; or (4) providing legal advice or representation.
- M. **If the Project is constructed, Owner shall require the Constructor to purchase and maintain general liability insurance and to cause Engineer and Engineer's Consultants to be listed as additional insureds on a primary and non-contributory basis with respect to such liability insurance purchased and maintained by the Constructor for the Project.**
- N. **If required by the Contract Documents, Engineer shall review and approve, or take other action upon, the Constructor's submittals such as shop drawings, product data and samples, but only for the limited purposes of checking for conformance with the information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy or completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Constructor's responsibility. The Engineer's review shall not constitute approval of safety precautions or construction means, methods, techniques, sequences or procedures. The Engineer's approval of a specific item shall not indicate approval of an assembly of which the item is a component.**
- O. **If Engineer is required to review any submittals prior to final approval of plans by Owner or any required approval by governmental authorities, the review shall be limited to confirm general conformance with the preliminary design concept expressed by the preliminary design documents that are subject to material revisions in the process of developing the Owner-approved Contract Documents that bear the professional seal of the Engineer. The Owner understands and agrees that it is the Constructor's obligation to assume all costs to comply with the Contract Documents even if the Contract Documents differ materially from the preliminary design concept that is the subject of the submittal. Any notes made by Engineer on the submittal shall not relieve the Constructor from its duty to ensure compliance with the Contract Documents. Design and certification of manufactured items that are not specifically designed and detailed in the Contract Documents are the responsibility of the registered professional engineer working for the Constructor. The Constructor is responsible for all dimensions, quantities, fabrication, fit,**

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and the coordination with other trades. Dimensions shall be confirmed and correlate by the Constructor at the job site.

- P. The Engineer will exercise reasonable care to incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents as those requirements are known and understood by reasonable and prudent engineers under the same or similar circumstances. Engineer's duty to incorporate the design requirements of governmental authorities into the Construction Documents is limited to design requirements as they are known and understood by reasonable and prudent engineers at the time of preparation of the Construction Documents, but Engineer shall have no responsibility or liability for costs resulting from revised or different interpretations of the design requirements by the governmental authorities after completion of the Construction Documents or new and different design requirements that are adopted after completion of the Construction Documents.
- Q. Following submission of design documents and requests for permits to governmental authorities for their review and approval as may be required, Engineer has no control over or ability to influence the governmental review process and the time required to complete the process and Engineer shall have no liability for loss, costs or damages sustained or incurred by Owner as a result of delays or extended time required for any governmental review process.
- R. If the Project or the Engineer's services are suspended by the Owner for more than thirty (30) calendar days, consecutive or in the aggregate, over the term of this Agreement, the Engineer shall be compensated for all services performed and reimbursable expenses incurred prior to the receipt of notice of suspension. In addition, upon resumption of services, the Owner shall compensate the Engineer for expenses incurred as a result of the suspension and resumption of its services, and the Engineer's schedule and fees for the remainder of the Project shall be equitably adjusted.

If the Engineer's services are suspended for more than ninety (90) days, consecutive or in the aggregate, the Engineer may terminate this Agreement upon giving not less than five (5) calendar days' written notice to the Owner.

If the Owner is in breach of the payment terms or otherwise is in material breach of this Agreement, the Engineer may suspend performance of services upon seven (7) calendar days' notice to the Owner. The Engineer shall have no liability to the Owner, and the Owner agrees to make no claim for any delay or damage as a result of such suspension caused by any breach of this Agreement by the Owner. Upon receipt of payment in full of all outstanding sums due from the Owner, or curing of such other breach which caused the Engineer to suspend services, the Engineer shall resume services and there shall be an equitable adjustment to the remaining project schedule and fees as a result of the suspension.

- S. The parties acknowledge that the Owner is a governmental entity whose funds are subject to appropriation by its fiscal body. Therefore, if at any time during the initial term or subsequent term of this Agreement, the Owner's fiscal body should fail to appropriate sufficient funds to continue this Agreement, it will become null and void. The Owner shall not be obligated to perform unless and until sufficient funds are appropriated. The Owner agrees to seek funding for the continuation of this Agreement during each budget cycle during the initial term or subsequent term of this Agreement. The Owner agrees to inform Engineer in writing of any such non-allocation of funds at the earliest possible date, and shall pay for all services provided prior to exhaustion of the appropriated funds.

V. 4-2024

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- T. **E-Verify.** Under Ind. Code § 22-5-1.7-11, by entering into this Agreement with Owner, Engineer is required to enroll in and verify the work eligibility status of all newly hired employees through the E-Verify program. Engineer is not required to verify the work eligibility status of all newly hired employees through the E-Verify program if the E-Verify program no longer exists. Engineer hereby affirms that it does not knowingly employ an unauthorized alien. Engineer further affirms that it will enroll in and agree to verify the work eligibility status of all newly hired employees through the E-Verify program.
- U. **Non-Discrimination.** Engineer agrees that it will not discriminate against any employee or applicant for employment to be employed in the performance this Agreement, with respect to the employee's hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment, because of the employee's race, religion, color, sex, disability, national origin, or ancestry. Breach of this covenant may be regarded as a material breach of this Agreement.

6.01 *Total Agreement*

- A. This Agreement (including any expressly incorporated attachments), constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

7.01 *Definitions*

- A. **Constructor**—Any person or entity (not including the Engineer, its employees, agents, representatives, and consultants), performing or supporting construction activities relating to the Project, including but not limited to contractors, subcontractors, suppliers, Owner's work forces, utility companies, construction managers, testing firms, shippers, and truckers, and the employees, agents, and representatives of any or all of them.
- B. **Constituent of Concern**—Asbestos, petroleum, radioactive material, polychlorinated biphenyls (PCBs), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. ("CERCLA"); (b) the Hazardous Materials Transportation Act, 49 U.S.C. §§5101 et seq.; (c) the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. ("RCRA"); (d) the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; (e) the Clean Water Act, 33 U.S.C. §§1251 et seq.; (f) the Clean Air Act, 42 U.S.C. §§7401 et seq.; or (g) any other federal, State, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.

Attachments:

Appendix 1, Engineer's Scope of Services
Exhibit A, Schedule and Man-Hour Justification

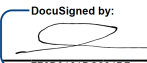
[signature page follows]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on page 1.

Owner: City of Westfield, Indiana

Engineer: American Structurepoint, Inc.

By: _____
Scott Willis, Mayor

By:  _____
Print name: Steven J. Davidson

By: _____
Randy Graham, Member

Title: Executive Vice President
Date Signed: 3/24/2025

By: _____
Nick Barbknecht, Member

Date Signed: _____

Attest: _____

Engineer License or Firm's Certificate No. (if required):

State of: Indiana

Address for Owner's receipt of notices:
Johnathon Nail, Director of Public Works
130 Penn Street
Westfield, Indiana 46074

Address for Engineer's receipt of notices:
Cash E. Canfield
9025 River Road, Suite 200
Indianapolis, Indiana 46240

This is **Appendix 1, Engineer's Scope of Services**, referred to in and part of the Short Form of Agreement between Owner and Engineer for Professional Services.

Engineer's Scope of Services

A. ENGINEERING PERSONNEL

- A. For the fulfillment of all services outlined in Section B below, the Professional will provide the Resident Project Representative, inspectors, and clerical and secretarial personnel as required for a period of time necessary to complete the construction project and final construction report.
- B. The qualifications and experiences of personnel provided by the Professional are subject to approval by the Owner, and no personnel will be assigned to the project until the Owner's approval is obtained.
- C. The Resident Project Representative will report to the Owner on all matters concerning contract compliance and administration.
- D. The Resident Project Representative will coordinate project activities with Owner's project manager.

B. DESCRIPTION OF SERVICES

- 1. Construction Schedule: Review and monitor the construction schedules prepared by the Contractor for contract compliance and provide detailed documentation and recommendations to the Owner concerning the schedule's acceptability.
- 2. Conferences: Schedule, conduct, notify participants, and provide minutes of preconstruction meetings, partnering meetings, progress meetings, and such other job conferences as required for the timely and acceptable conduct of the job. Attend Public Information Meetings conducted by the Owner.

The Professional shall be available for conferences as requested by the Owner to review working details of the project. The Owner may review and inspect the activities whenever desired during the life of the agreement.

- 3. Liaison: Serve as the Owner's liaison with the Contractor, working principally through the Contractor's field superintendent or such other person in authority as designated by the Contractor. The Resident Project Representative shall be thoroughly familiar with the plans and specifications applicable to the project to monitor the Contractor for compliance with the provisions therein. Any deviation observed shall be addressed to the Contractor by the Resident Project Representative. Recommendations to obtain compliance also shall be reported to the Owner.
- 4. Cooperate: Cooperate with the Owner in dealing with various federal, state, and local agencies having jurisdiction over the project.
- 5. Obtain from the Contractor
 - a. A list of his proposed suppliers and subcontractors
 - b. Additional details or information when needed at the job site for proper execution of the work

Appendix 1, Engineer's Scope of Services.

2021.03068

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6. Certification of Materials: Check for completeness of certifications of materials delivered to the site.
7. Shop Drawings
 - a. Receive shop drawings and falsework drawings. Check falsework drawings for completeness and obtain structural engineer's approval of the proposed design. Forward shop drawings to the design consultant for review and approval.
 - b. Review the approved shop falsework drawings, specifications and other submissions, record receipt of this data, maintain a file of all drawings and submissions, and check construction for compliance in accordance with the Contract Documents.
 - c. Alert the Contractor's field superintendent when it is observed that materials or equipment is being or is about to be used or installed before approval of shop drawings or samples, where such are required, and advise the Owner when it is necessary to disapprove work as failing to conform to the Contract Documents.
8. Review of Work, Inspection, and Tests
 - a. Conduct on-site inspections for the Owner, of the work in progress, as a basis for determining that the project is proceeding in accordance with the Contract Documents
 - b. Accompany visiting inspectors representing local, state, or federal agencies having jurisdiction over the project and report details of such inspections to the Owner
 - c. Verify that the required quality control sampling and testing by the contractor has been accomplished and materials certification has been provided by the Contractor.
 - d. Review the Contractor's test/certification results and perform quality assurance testing for soil and aggregate compaction testing, if necessary. Perform concrete testing for quality assurance testing, if necessary. Retain test results in the project file.
 - e. Questionable testing methods or results from the Contractor may initiate an increase in the volume of assurance tests.
9. Modification: Consider and evaluate the Contractor's suggestions for modifications in drawings and/or specifications and report them with recommendations to the Owner.
10. Records
 - a. Prepare and maintain at the job site orderly files of correspondence, reports of job conferences, shop drawings and other submissions, reproductions of original Contract Documents, including all addenda, change orders, and additional drawings subsequent to the award of the Contract, progress reports, and other project related documents
 - b. Keep a diary or logbook, recording hours on the job site, weather conditions, list of visiting officials, decisions, general observations, and specific observations with regard to test procedures. Upon request, furnish copies of such a diary or logbook to the Owner.

- c. Maintain for the Owner, a record of names, addresses, and telephone numbers of all subcontractors and major material suppliers
- d. Maintain a set of drawings on which authorized changes are noted and deliver to the Owner upon request, but in any event, at the completion of the project
- e. Prepare the Final Construction Record and Final Estimate as required by the Owner
- 11. Reports: Furnish to the Owner at periodic intervals, as required, progress reports of the project, including the Contractor's compliance with the approved construction schedule
- 12. Progress Estimates: Prepare progress estimates for periodic partial payments to the Contractor and deliver to the Owner for review and processing. The payments to the Contractor will be based on estimates of the value of work performed and materials complete in place in accordance with the contract.
- 13. Project Responsibility: The Resident Project Representative will be responsible for the documentation of pay quantities and estimates and the maintenance of appropriate records related to the construction of this project.
- 14. Work Schedule and Suspension: The Professional's crew will be required to regulate their workweek to conform to the Contractor's hours in accordance with the directions of the Owner. If work on the construction project is suspended and all matters concerning contract compliance and administration are complete, the services of the Professional may also be suspended without cost to the project.
- 15. Contract Administration: The Professional will administer the contract in accordance with Owner's procedures.
- 16. If directed by the Owner, the Professional shall prepare, as needed, design, survey, right-of-way, and other services consistent with the previous services that have been performed by the Professional on this project. These services will be performed and paid for based on an amendment to this agreement to be negotiated between the Owner and the Professional.
- 17. If the Owner requests services beyond the scope of this agreement and capabilities of the Professional, Professional will prepare an amendment to provide these services through a subconsultant approved by the Owner.

C. INFORMATION AND SERVICES TO BE FURNISHED BY OWNER

The Owner shall furnish the Professional with the following.

- 1. An Owner's representative with decision-making authority on all inquiries
- 2. Assistance to the Professional by placing at its disposal all available information pertinent to the project

D. SCHEDULE

- 1. The Professional will be prepared to begin the services under this Agreement within five (5) days after a letter of notice to proceed is received from the Owner. The Professional shall complete and deliver the final project documents and final estimate to the Project Manager within sixty (60) days after the project's final acceptance by the Owner.
- 2. The assumed duration of the Project is 28 weeks.

EXHIBIT "A"

INSPECTION FEE JUSTIFICATION
MANHOURS BY CLASSIFICATION

OWNER:	City of Westfield, Indiana	
DESCRIPTION:	181st Street and Wheeler Road Roundabout Project	
LETTING:	December 12, 2024	
CONSTRUCTION BEGIN:	April 28, 2025	Anticipated
OPEN TO TRAFFIC:	August 1, 2025	Anticipated
SUBSTANTIAL COMPLETION DATE:	October 3, 2025	Anticipated
COMPLETION DATE:	June 4, 2026	Anticipated for NOT

PRECONSTRUCTION ACTIVITIES:	4/20/2025	to	4/26/2025	=	1.00 weeks
CONSTRUCTION ACTIVITIES OPEN TO TRAFFIC	4/27/2025	to	8/2/2025	=	14.00 weeks
CONSTRUCTION ACTIVITIES SUBSTANTIAL COMP	8/3/2025		10/4/2025		9.00 weeks
POST-CONSTRUCTION ACTIVITIES:	10/5/2025	to	11/1/2025	=	<u>4.00 weeks</u>
					28.00 weeks

Note: Anticipated Closure duration is 7 weeks.

The following pages (manhour justification and fee estimate) are based on the above construction schedule. Any delay or extension in the construction that significantly extends the completion date shown above may require an extension to this Agreement and an increase in the estimated fees.

EXHIBIT "A"

LABOR
SENIOR ENGINEER:

Regular time:	28.00	weeks	@	2	hours/week	=	56	hours
PROJECT ENGINEER TOTAL HOURS						=	56	hours

RESIDENT PROJECT REPRESENTATIVE

Preconstruction Activities:

Regular Time:	1.00	weeks	@	20	hours/week	=	20	hours
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Construction Activities Open to Traffic:

Regular Time:	14.00	weeks	@	40	hours/week	=	560	hours
Overtime (assume 0%)	560		@	0%		=	-	hours

Construction Activities Substantial Completion:

Regular Time:	9.00	weeks	@	20	hours/week	=	180	hours
Overtime (assume 0%)	180		@	0%		=	-	hours

Post-Construction Activities:

Regular Time:	4.00	weeks	@	20	hours/week	=	80	hours
RESIDENT PROJECT REPRESENTATIVE TOTAL REGULAR HOURS						=	840	hours
RESIDENT PROJECT REPRESENTATIVE TOTAL OVERTIME HOURS						=	-	hours

INSPECTOR(S):

Construction Activities:	(assume	1.0	inspector(s) needed):					
Regular Time:	7.00	weeks	@	40	hours/week	=	280	hours
Overtime (assume 0%)	280		@	0%		=	-	hours
Post-Construction Activities:	(assume	0	inspector(s) needed):					
Regular Time:	4.00	weeks	@	-	hours/week	=	-	hours
INSPECTOR(S) TOTAL REGULAR HOURS						=	280	hours
INSPECTOR(S) TOTAL OVERTIME HOURS						=	-	hours

EXHIBIT "A"

INSPECTION FEE SUMMARY
CONSTRUCTION INSPECTION SERVICES

CLIENT: City of Westfield, Indiana

DESCRIPTION: 181st Street and Wheeler Road Roundabout Project

	<u>Rate</u>	<u>Units</u>	<u>Fee</u>
Senior Engineer	\$ 260.00	56	\$ 14,560.00
Resident Project Representative (Regular)	\$ 205.00	840	\$ 172,200.00
Resident Project Representative (Overtime)	\$ 241.90	-	\$ -
Inspector(s) (Regular)	\$ 140.00	280	\$ 39,200.00
Inspector(s) (Overtime)	\$ 165.20	-	\$ -
Intern(s) (Regular)	\$ 90.00	-	\$ -
Intern(s) (Overtime)	\$ 106.20	-	\$ -
TOTAL INSPECTION FEE			<u>\$ 225,960.00</u>

ROAD IMPACT FEE CREDIT AGREEMENT

This ROAD IMPACT FEE CREDIT AGREEMENT (“Agreement”) is made and entered into as of the _____ day of _____, 2025, by and between the City of Westfield, Indiana, (“the City”) and Union Square Multifamily Phase I LLC (“Developer”) as follows:

WHEREAS, Developer is the fee owner of the real estate and improvements depicted on Exhibit A attached hereto (the “Real Estate”);

WHEREAS, the City desires to assist development and integrate improvements of complementary right-of-way infrastructure collaboratively with the development community;

WHEREAS, the development community desires to assist the City in its efforts to improve the City Road network and associated infrastructure;

WHEREAS, as part of the development of Union Square at Grand Junction PUD District City Ordinance No. 19-28, recorded as Instrument No. 2019051859 and City Ordinance No. 21-08, recorded as Instrument No. 2021034153 in the Office of the Recorder of Hamilton County Recorder, Indiana in the Office of the Recorder of Hamilton County Recorder, Indiana (“Development”), road impact fees are required to be paid to the City by the Developer in accordance with City Ordinance 24-43 and applicable laws;

WHEREAS, pursuant to City Ordinance 24-43 and Ind. Code § 36-7-4-1335, a road impact fee payer may receive a credit against the road impact fee if the owner or developer of the development constructs or provides road infrastructure or any other "improvement," as the term is defined in Ind. Code § 36-7-4-1335(a) to the City for the benefit of the public, so long as the road infrastructure or improvement is constructed pursuant to the Zone Improvement Plan or in accordance with the City’s specifications in force under the City’s jurisdiction at the time;

WHEREAS, the amount of the credit shall be determined at the date the road impact fee is assessed (or if an assessment is not requested by the road impact fee payer, at the time the structural building permit is issued), and shall equal the sum of the cost of constructing or providing the road infrastructure or improvement and the fair market value of land, real property interests, and site improvements provided to the City;

WHEREAS, the City requires the Developer to construct certain public parking improvements and add unplanned infrastructure improvements to the parking structure, as depicted in Exhibit A (the “Improvements”);

WHEREAS, Developer desires to accommodate the City’s request to construct the Improvements in exchange for road impact fee credits or reimbursement (“RIF Credits”) associated with the Development; and

WHEREAS, Developer shall dedicate the public right-of-way Improvements to the City after construction of the Improvements at no cost to the City.

NOW THEREFORE, in consideration of the foregoing and of mutual covenants and agreements herein contained, and other valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the City and Developer (collectively, the “Parties”) now stipulate and agree as follows:

1. Developer shall, at the Developer's sole expense, construct the Improvements, as identified in **Exhibit A**, consistent with the City's Zone Improvement Plan, specifications in force at the time, and prescribed measure for construction of these types of improvements. Improvements by the Developer shall be subject to any applicable permits, financial guarantees, and inspections by City.
2. Developer shall dedicate the Improvements to the City at no cost to the City as a condition precedent to Developer's eligibility for RIF Credits.
3. Developer shall provide all receipts and an itemized account of expenses to support the total cost for the acquisition of the Real Estate and construction of the Improvements to the City.
4. Within thirty (30) days of the completion of the Improvements and dedication of the Improvements, the City shall issue an RIF Credit to Developer in the amount equal to the actual cost to construct or provide the Improvements not-to-exceed \$815,744.20 as set forth in the attached **Exhibit B** ("Improvement Cost").
5. Phase I and Phase II, defined in Ordinance 21-08, are both eligible for RIF credit.
6. The parties acknowledge and agree that the RIF Credit shall be accounted for in one or both of the following ways at the City's sole discretion: :
 - a. For any past or future building permits issued to the Developer for the improvements on the Real Estate, the City shall calculate the applicable road impact fee that would have been collected from each of the issued building permits which will be credited from the RIF Credit until such time as the Road Impact Fee is completely recognized or the RIF Credit is completely accounted.
 - b. For any building permits issued to a party other than the Developer for Improvements on the Real Estate, the City shall collect the applicable road impact fee for each issued building permit. Developer shall submit an invoice to the City for reimbursement of those funds and those funds shall be reimbursed to the Developer within 45 days of receipt of invoice. Such reimbursements shall continue until such time as until such time as the RIF Credit is completely accounted. Nothing in this Agreement contemplates nor do the Parties intend to benefit of a third-party beneficiary through this Agreement.
7. Any notice, statement, demand, or other communication required or permitted to be given, rendered or made shall be addressed as indicated below:

If to Westfield:

City of Westfield
 Attn: John Nail
 Director of Public Works
 2706 E. 171st Street
 Westfield, IN 46074

With a copy to:

City of Westfield
 Attn: Kaitlin Glazier
 Chief of Legal
 2706 E. 171st Street
 Westfield, IN 46074

If to Developer:

Old Town Companies

Ice Miller LLP

Attn: Jeremy Lollar
VP of Development
525 North End Dr., Suite 100
Carmel, IN 46032

Attn: Blake Schulz
One American Square, Suite 2900
Indianapolis, IN 46282

8. On _____, the Westfield Board of Public Works and Safety authorized the Director of the Public Works Department to execute this Agreement on behalf of the City.
9. In the event any portion of this Agreement is held to be unenforceable, the unenforceable portion shall be construed in accordance with applicable law as nearly as possible to reflect the original intentions of the parties, and the remainder of the provisions shall remain in full force and effect.
10. Under Ind. Code § 22-5-1.7-11, by entering into the Agreement with the City, Developer is required to enroll in and verify the work eligibility status of all of its newly hired employees through the E-Verify program. Developer is not required to verify the work eligibility status of all of its newly hired employees through the E-Verify program if the E-Verify program no longer exists. Developer hereby states that it does not knowingly employ an unauthorized alien. Developer further affirms that, prior to entering into the Agreement with the City, it will enroll in and agrees to verify the work eligibility status of all its newly hired employees through the E-Verify program.
11. Developer agrees that it, and Developer agrees to use commercially reasonable efforts to cause its subcontractors, to not discriminate against any employee or applicant for employment to be employed in the performance of this Agreement, with respect to the employee's hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment, because of the employee's race, religion, color, sex, disability, national origin, or ancestry. Breach of this covenant may be regarded as a material breach of the Agreement.
12. This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original for all purposes hereof. This Agreement contains the entire agreement of the parties hereto with respect to the matters covered hereby and supersedes any other prior or simultaneous agreement related to such matters.
13. The Developer authorizes the City to record this Agreement in the Office of the Recorder of Hamilton County, Indiana, if desired by the City.
14. This Agreement shall be construed in accordance with and governed by the laws of the state of Indiana. This Agreement may be enforced by the City, and the only proper venue shall be the Hamilton Circuit or Superior Courts in Hamilton County, Indiana.
15. Each undersigned person attests, subject to the penalties for perjury, that he is the properly authorized representative, agent, member, that he has not, nor has any other member, employee, representative or agent, directly or indirectly, to the best of the undersigned's knowledge, entered into or offered to enter into any combination, collusion or agreement to receive or pay, and that he has not received or paid, any sum of money or other consideration for the execution of this Agreement other than that which appears upon the face of this Agreement.
16. Each Party agrees to indemnify and hold harmless the other Party and the officers, agents, servants, and employees of such entity, in their official and personal capacities from and against any and all claims, demand, actions, causes of action, judgment, loss, costs, damages, injuries and expenses (including reasonable attorneys' fees) arising out of or concerning (1) the failure of the

indemnifying party to observe and perform any of its obligations under this Agreement and/or (2) any intentional or negligent act or omission by the indemnifying party.

17. Developer may not assign this Agreement or any portion hereof without the City's prior written consent, by and through the City of Westfield's Board of Public Works and Safety. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

**City of Westfield,
Hamilton County, Indiana**

By: _____

John Nail, Director

Public Works Department

Date: _____

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

SIGNATURE OF NOTARY PUBLIC

State of _____, County of _____, SS:

Subscribed and Sworn before me this ____ day of _____, 20__.

Printed Name of Notary Public _____

My Commission Expires _____

[ADDITIONAL SIGNATURE PAGES AND NOTARY FOLLOWS]

Union Square Multifamily Phase I LLC (“Developer”)

By: Union Square Plaza LLC, an Indiana limited liability company, its Manager

By: Old Town Companies, L.L.C., an Indiana limited liability company, its Manager

By: _____
Justin Moffett, its Manager

Date: _____

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

SIGNATURE OF NOTARY PUBLIC

State of _____, County of _____, SS:

Subscribed and Sworn before me this ____ day of _____, 20__.

Printed Name of Notary Public _____

My Commission Expires _____

Exhibit A
(on-street public parking improvements in the garage)

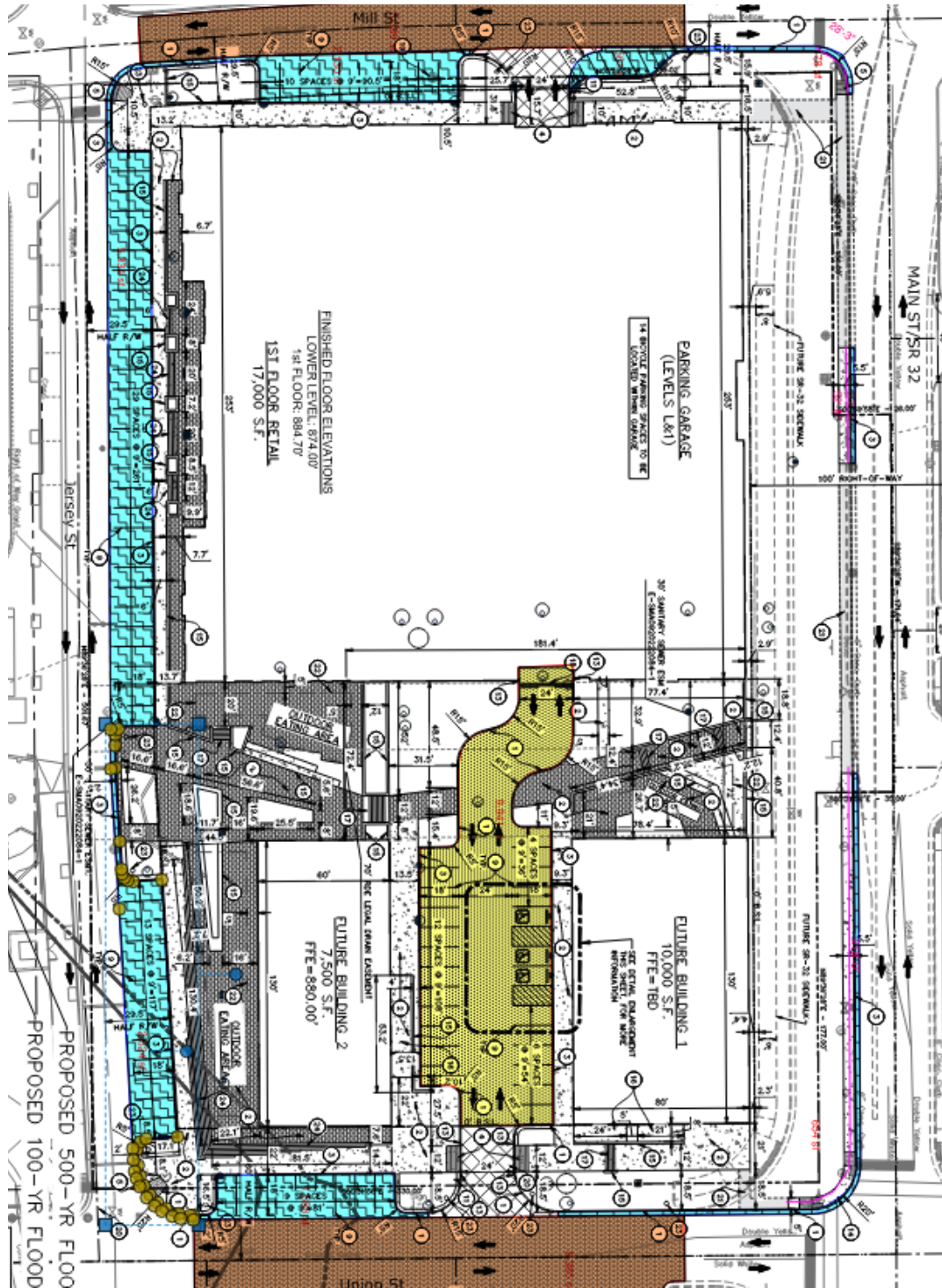
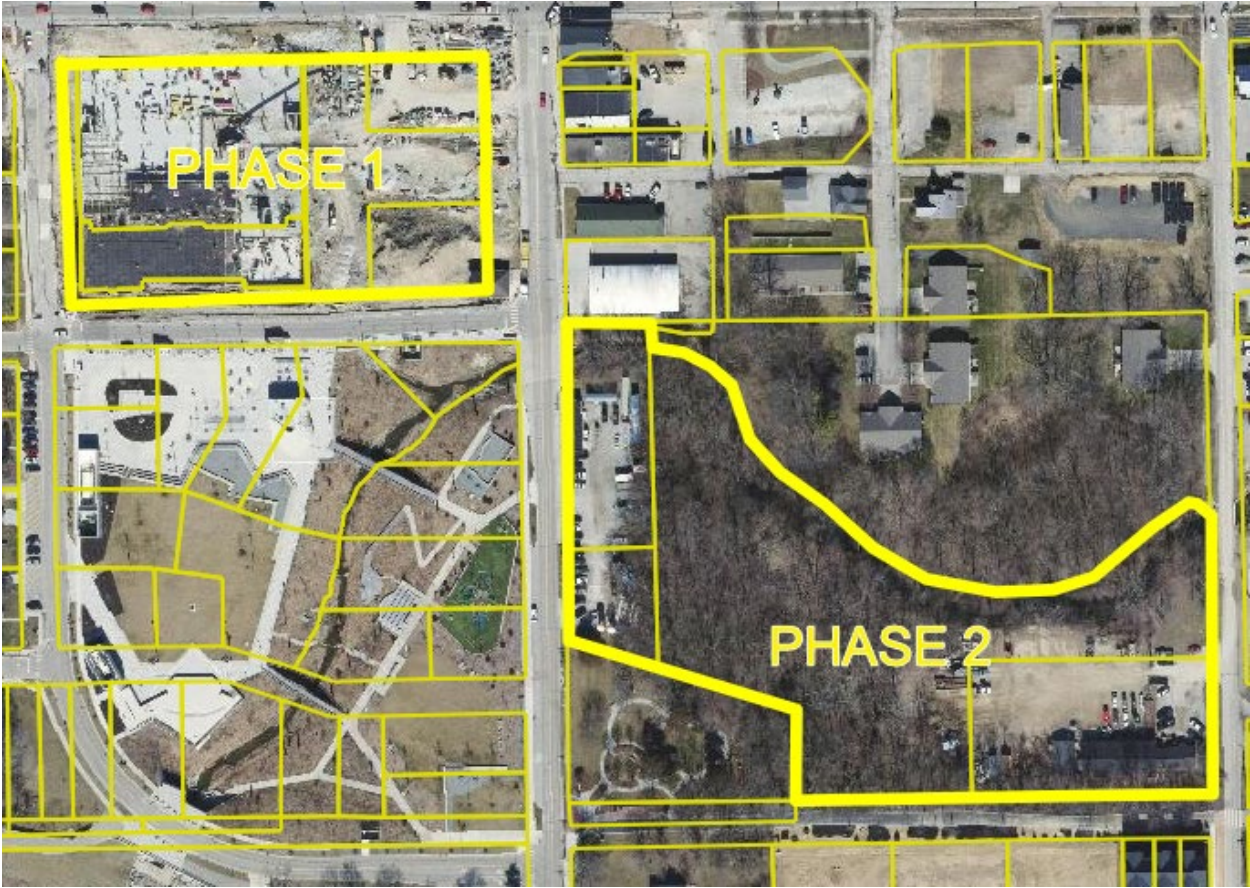


Exhibit A
(Phase Map)



**Exhibit A
(Phase 2 Concept Plan)**



Exhibit B

Expense								
Creek Encapsulation							RIF Credit	
	Grading/Excavation						\$ 831,170.00	
	Box Culvert	1.00	ls	\$ 681,170.00	/cy	\$ 681,170.00		
	Grading, Stone, Backfill, Temp Work	1.00	ls	\$ 150,000.00	/ls	\$ 150,000.00		
						Section Total:	\$ 831,170.00	\$ 691,435.15
Public Parking Spaces								
	R/W paving and Curbs						\$ 124,309.05	
	R/W Asphalt	1465.00	sy	\$ 64.17	/cy	\$ 94,009.05		
	Curbs	1.00	ls	\$ 23,600.00	/ls	\$ 23,600.00		
	Markings	1.00	ls	\$ 6,700.00	/ls	\$ 6,700.00		
						Section Total:	\$ 124,309.05	\$ 124,309.05
						Total	\$ 955,479.05	\$ 815,744.20

RESOLUTION NO. 25-115

A RESOLUTION OF THE CITY OF WESTFIELD BOARD OF PUBLIC WORKS AND SAFETY APPROVING AN INTERGOVERNMENTAL TRANSFER OF REAL PROPERTY INTEREST AND REAL ESTATE PURCHASE AGREEMENT WITH HAMILTON COUNTY, INDIANA FOR THE PUBLIC SAFETY TRAINING FACILITY PROJECT

WHEREAS, the City of Westfield, Indiana (“City”) is an Indiana municipal corporation;

WHEREAS, the Board of Public Works and Safety (“Board”) of the City holds real property of the City pursuant to Ind. Code § 36-9-6-3 and is authorized to transfer such property to another governmental entity pursuant to Ind. Code § 36-1-11-8;

WHEREAS, Hamilton County, Indiana (“County”) is an Indiana governmental entity;

WHEREAS, the City owns two (2) tracts of land approximately 86.83 acres in aggregate size and identified by state parcel identification numbers 29-10-12-000-014.000-012 and 29-10-12-000-014.001-012, located generally at 15900 River Road, Noblesville, Hamilton County, Indiana (“Property”);

WHEREAS, the County intends to design, develop, construct, and equip a multi-use public safety training facility (“Public Safety Training Facility”) on the Property;

WHEREAS, the purpose of the Public Safety Training Facility will be to provide advanced public safety training resources, opportunities, and educational programs for the use and benefit of the police, fire, EMT, and similar first responders and public safety personnel from the County and each of the cities within the County, including the City;

WHEREAS, in support of the construction of the Public Safety Training Facility, the County intends to purchase the Property from the City (for subsequent sale and transfer to the Hamilton County Public Building Corporation), to allow for the financing, construction, and improvement of the Public Safety Training Facility on the Property, all pursuant to a Real Estate Purchase Agreement, a substantially final version of which is attached hereto as Exhibit A and incorporated herein by this reference (“Purchase Agreement”);

WHEREAS, the City has determined that it is now in the best interests of the City and its residents to sell the Property to the County pursuant to the terms and conditions of the Purchase Agreement;

WHEREAS, Ind. Code § 36-1-11-8 authorizes the transfer of property between governmental entities upon terms and conditions agreed upon by the entities, as evidenced by the adoption of a substantially identical resolution by each entity; and

WHEREAS, the County has adopted or will adopt a substantially identical resolution approving the purchase of the Property and approving the terms of the Purchase Agreement.

NOW, THEREFORE, BE IT RESOLVED by the Board of Public Works and Safety of the City of Westfield that:

Section 1. The foregoing Recitals are fully incorporated herein by this reference.

Section 2. The Board hereby finds and determines that the sale of the Property to the County, for the purchase price and upon the terms and conditions of purchase and sale specified in the Purchase Agreement, is in the best interests of the City and its citizens. The Board hereby approves the proposed Purchase Agreement between the City and County in substantially the form attached hereto as Exhibit A, with such changes thereto as the Mayor may approve, such approval to be conclusively evidenced by the Mayor's execution thereof.

Section 3. The City shall take all steps necessary to effect the sale of the Property as provided herein. Such sale shall take place at a time and date mutually agreed upon by the City and the County.

Section 4. The City will execute and deliver such other agreements, instruments, certificates, and other documents, and perform and observe such other actions, covenants, and obligations, as necessary or desirable in connection with the sale of the Property.

Section 5. Each agreement, instrument, certificate, and other document contemplated by this Resolution to be executed and delivered by the City shall be in a form approved by, and satisfactory to, the Board President and the Mayor, which approval and satisfaction shall be conclusively evidenced by the execution and delivery

thereof by the Board President and/or Mayor.

Section 6. The Board President and/or Mayor are authorized to execute and deliver all of the agreements, instruments, certificates, and other documents contemplated by this Resolution to be executed and delivered by the City. In the absence of the Board President and/or Mayor, the Deputy Mayor shall be authorized to execute and deliver any or all of the agreements, instruments, certificates, and other documents contemplated by this Resolution to be executed and delivered by the City. The Board members, Mayor, Deputy Mayor, and Clerk-Treasurer are further authorized to take all other lawful actions necessary in connection with the sale of the Property and the other matters contemplated by this Resolution. A designee of the County shall record all documents required to be recorded in the Office of the Recorder of Hamilton County, Indiana.

Section 7. This Resolution is effective upon passage.

ADOPTED and PASSED this _____ day of March, 2025.

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

President Nick Barbknecht

Mayor Scott A. Willis

Chuck Lehman

Attest:_____

REAL ESTATE PURCHASE AGREEMENT

This **REAL ESTATE PURCHASE AGREEMENT** (this "Agreement") is entered into and made effective as of the Effective Date (as defined herein), by and between **THE CITY OF WESTFIELD BOARD OF PUBLIC WORKS AND SAFETY FOR AND ON BEHALF OF THE CITY OF WESTFIELD, INDIANA**, a municipal corporation organized and existing under the laws of the State of Indiana ("Seller"), and **HAMILTON COUNTY, INDIANA**, a municipal corporation, existing under the laws of the State of Indiana ("Buyer"). The "Effective Date" for all purposes of this Agreement shall mean the later of the following dates: (i) the date that this Agreement is signed by Seller, as indicated under Seller's signature line; and (ii) the date that this Agreement is signed by Buyer, as indicated under Buyer's signature line.

WITNESSETH:

WHEREAS, Seller is the owner of those certain parcels of land totaling approximately 86.83 acres in size and located at 15900 River Road, Noblesville, Hamilton County, Indiana, which parcels of land have state parcel identification numbers 29-10-12-000-014.000-012 and 29-10-12-000-014.001-012 and are more particularly depicted in Exhibit A, attached hereto and incorporated herein by this reference (the "Land") (provided, however, that if a legal description of the Land is not attached hereto as Exhibit A as of the Effective Date, then such legal description of the Land shall be attached hereto as Exhibit A upon Buyer's receipt of the Survey or Title Commitment (each as defined herein));

WHEREAS, the Land, together with any and all of Seller's right, title and interest in and to all tenements, fixtures, hereditaments, rights, privileges, interests, improvements (if any), easements, warranties, guaranties, and appurtenances belonging or in any way pertaining thereto, including, without limitation, all title and interest in all mineral rights associated with and/or appurtenant to the Land, including all oil, gas, natural gas and hydrocarbons appurtenant to the Land, is hereinafter referred to collectively as the "Property"; and

WHEREAS, Seller desires to sell to Buyer, and Buyer desires to purchase from Seller, the Property, subject to the terms and conditions of this Agreement.

AGREEMENT:

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements herein contained, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Seller and Buyer, intending to be legally bound, hereby agree as follows:

1. **Property to be Sold.** For the consideration stated in this Agreement and subject to the terms and conditions contained in this Agreement, Seller shall sell and convey to Buyer, and Buyer shall purchase from Seller, the Property. For the avoidance of doubt, the Property shall not include any personal property located on the Land including, without limitation, any tech or information technology equipment.

2. **Purchase Price.**

(a) The purchase price for the Property (the "Purchase Price") shall be Two Million One Hundred Fifty Thousand and 00/100 Dollars (\$2,150,000.00).

(b) At the Closing, Buyer shall pay to Seller the Purchase Price, through Escrow Agent, subject to any adjustments or prorations provided for in this Agreement.

3. **Property Documents.** Seller shall, within five (5) business days after the Effective Date, deliver or cause to be delivered to Buyer copies of the following documents and records relating to the Property to the extent currently existing and in Seller's possession: (a) any ALTA survey and owner's policy of title insurance prepared for the Property within the last five (5) years; (b) any active leases, licenses, and occupancy or use agreements related to the Property ("Use Agreements"); (c) any Phase I or Phase II Environmental Site Assessment prepared within the last five (5) years; and (d) all active maintenance contracts, utility contracts, and any other contracts which affect the Property and will survive Closing pursuant to their terms ("Property Agreements"). Seller makes no representations or warranties as to the truth, accuracy or completeness of the reports or any other materials, data or other information prepared by third parties and supplied to Buyer. It is the parties' express understanding and agreement that such third-party materials are provided only for Buyer's convenience in making its own examination and determination as to whether it wishes to purchase the Property, and, in doing so, Buyer shall rely exclusively on its own independent investigation and evaluation of every aspect of the Property and not on any materials supplied by Seller. Buyer expressly disclaims any intent to rely on any such third-party materials provided to it by Seller in connection with its inspection and agrees that it shall rely solely on its own independently developed or verified information. To the extent any Use Agreements include confidentiality provisions, Buyer agrees to abide by the confidentiality provisions thereof as if it were Seller.

4. **Title to and Condition of the Property.** Buyer may, at Buyer's expense, obtain a title insurance policy showing the Property to be free and clear of any and all liens, leases, mortgages, pledges, security interests, conditional sales agreements, charges, claims, options and other encumbrances of any kind or nature whatsoever ("Encumbrances"), except for those Encumbrances as are satisfactory or deemed satisfactory to Buyer pursuant to this **Section 4** ("Permitted Encumbrances").

(a) **Commitment.** Buyer shall order a current title insurance commitment (the "Commitment") for an owner's policy of title insurance (the "Owner's Policy") issued by Kensington Vanguard National Land Services, 450 E. 96th Street, Suite 500, Indianapolis, IN 46240, Escrow Officer: Tatiana McFadden (referred to herein as "Title Insurer" or "Escrow Agent") in the full amount of at least the Purchase Price, together with copies of all documents which are shown as exceptions in the Commitment, which Commitment shall be obtained at Buyer's cost and expense.

(b) **Survey.** As of the Effective Date, Buyer has obtained a current survey of the Property made in accordance with the most-current Minimum Standard Detail

Requirements for ALTA/NSPS Land Title Surveys (the "Survey"), which Survey was obtained at Buyer's cost and expense.

Buyer shall have the right to review title to the Property as set forth in the Commitment and Survey and to negotiate with the Title Insurer to delete or issue endorsements insuring over any exceptions or other title matters to which Buyer objects. Seller shall use commercially reasonable efforts to assist Buyer in resolving any objectionable exceptions to title, but Seller shall have no obligation to take any action with respect to, or incur any cost or expense in obtaining, the deletion of a title exception or the issuance of an endorsement. However, and notwithstanding the foregoing, Seller shall in all events and at Seller's sole cost and expense, cause any mortgages, tax liens, and mechanics' and materialmen's liens, and all other monetary liens (to the extent arising from Seller or the actions or inactions of Seller) ("Monetary Liens") recorded against or affecting the Land to be satisfied, discharged and released on or prior to the Closing, regardless of whether or not Buyer objects to them. Monetary Liens shall in no event be Permitted Encumbrances. If Buyer is not satisfied with title to the Property as set forth in the Title Commitment and Survey at any point during the Due Diligence Period, then the sole recourse and remedy of Buyer at such time shall be to terminate this Agreement at any time prior to the expiration of the Due Diligence Period pursuant to the terms of **Section 5**, in which event the parties shall proceed as set forth in **Section 5**. Buyer shall have the right to object to any new matters which are disclosed on the Commitment or the Survey after Buyer's initial review and issuance thereof, and, if such new matters are objected to by Buyer and are not cured, eliminated, modified or insured over by Seller on or before Closing to the sole satisfaction of Buyer, then Buyer shall have the right, without limiting Buyer's other rights and remedies set forth herein, to terminate this Agreement prior to the Closing Date.

As a condition precedent to Buyer's obligations hereunder, Buyer shall have received at or prior to Closing, at Buyer's expense, the Title Insurer's irrevocable commitment to issue an Owner's Policy in the amount of at least the Purchase Price in form acceptable to Buyer, insuring marketable fee simple title to the Property in Buyer, subject only to the Permitted Encumbrances (the "Owner's Policy Condition Precedent").

5. **Due Diligence Period.** Beginning on the Effective Date through 5:00 p.m. on the date sixty (60) days after the Effective Date (such time period from the Effective Date to the Closing being the "Due Diligence Period"), Buyer shall have the right to: (i) perform Tests (as defined herein) and approve the condition of (including, without limitation, the physical aspects of) the Property; and (ii) obtain any and all necessary permits, approvals (including any zoning or variance approvals) and licenses from applicable Governmental Authorities (as defined herein) for Buyer's intended use, development and operation of the Property (collectively, "Approvals"); provided that Buyer may not seek or obtain, without Seller's advance written approval, any Approvals which would be binding on the Property should Buyer fail to close for any reason. Subject to the foregoing limitation, Seller agrees to reasonably cooperate with Buyer in Buyer's conducting of Tests and inspections, and Buyer's obtaining of permits, Approvals, licenses, zoning classification and other items described in this **Section 5**, and Seller shall execute all reasonable consents and documents required for Buyer to conduct such Tests and inspections and petition for and obtain such Approvals and/or permits. Should Buyer determine that the Property is not satisfactory to Buyer, as determined by Buyer in Buyer's sole and absolute discretion, or for any reason or for no reason at all, then Buyer shall have the right to terminate this Agreement by written

notice thereof given to Seller prior to the expiration of the Due Diligence Period. Upon such termination by Buyer under this **Section 5** prior to the expiration of the Due Diligence Period, all rights and obligations of the parties hereunder shall terminate and expire (except for those which expressly survive a termination), and this Agreement shall become null and void and of no further force or effect. If Buyer fails to timely terminate this Agreement during the Due Diligence Period, it shall be deemed to have accepted the state and condition of the Property, and this Agreement shall proceed past the Due Diligence Period in accordance with its terms.

6. **Access.** Seller shall give Buyer and its accountants, architects, attorneys, engineers, consultants, employees, agents and other representatives free and full access to the Property at all times after the Effective Date and prior to Closing. Seller shall permit Buyer and its architects, engineers, consultants, agents, and other representatives to enter upon the Property to perform all surveying, engineering, and other tests, inspections and acts which Buyer may deem necessary or desirable in Buyer's evaluation of the Property (collectively, "Tests"); provided, however, that such persons accessing the Property are covered by commercially reasonable general liability insurance as provided below. All costs and expenses of such Tests described in this **Section 6** shall be borne solely by Buyer. EXCEPT AS PROVIDED BELOW, BUYER SHALL NOT CONDUCT OR ALLOW ANY PHYSICALLY INVASIVE, DESTRUCTIVE, OR INTRUSIVE TESTING OF, ON OR UNDER THE PROPERTY, WITHOUT FIRST OBTAINING SELLER'S WRITTEN CONSENT AS TO THE TIMING AND SCOPE OF WORK TO BE PERFORMED (WHICH CONSENT MAY BE WITHHELD IN SELLER'S SOLE DISCRETION). Buyer agrees that: (a) all information derived from such studies and inspections shall be used only for the purposes intended herein; (b) Buyer shall use good faith efforts to maintain the confidentiality of such information; (c) if this Agreement is terminated for any reason, Buyer shall return to Seller or destroy all information received from Seller or third parties with regard to the Property; and (d) it shall provide Seller with copies of all inspection reports prepared by any third party for or on behalf of Buyer (without representation or warranty by Buyer as to the contents of such items prepared for, or on behalf of, Buyer) within ten (10) days of its receipt. Except as provided below, Buyer represents, warrants and agrees that, in making any inspections of the Property, Buyer or Buyer's agents (1) will restore promptly any physical damage caused thereby; (2) shall not interfere with the use or operation of the Property; (3) shall give Seller at least two (2) business days prior notice of its intention to conduct any on-site inspections; (4) must be accompanied by an employee, agent or representative of Seller, at Seller's request; and (5) shall comply with all reasonable safety protocols required by Seller. Prior to conducting any on-site inspection of the Property, Buyer shall obtain (or, as applicable, cause its on-site agent or representative to obtain) commercial general liability insurance, including a contractual liability endorsement, and personal injury liability coverage, with Seller as an additional insured, from an insurer reasonably acceptable to Seller, which insurance policies must have limits for bodily injury and death of not less than Two Million Dollars (\$2,000,000) for any one occurrence and not less than Two Million Dollars (\$2,000,000) for property damage liability for any one occurrence. Prior to making any entry upon the Property, Buyer shall furnish to Seller a certificate of insurance evidencing the foregoing coverages. Seller agrees to cooperate with Buyer in its evaluation of the Property, including executing any owner questionnaires. Except as provided below pursuant to the early access agreement described below, Buyer agrees to reimburse, defend, indemnify and hold Seller harmless from any and all losses, damages (including physical damages and physical injuries), claims, causes of action, liens, judgments, costs and expenses, including, but not limited to,

reasonable attorneys' fees and court costs (collectively, "Claims"), arising from or caused by Buyer's breach of this **Section 6**, Buyer's breach of any confidentiality provision in any Use Agreement, or Buyer's or its agent's or employee's entry and inspection of the Property; and, notwithstanding anything to the contrary in this Agreement, such obligation to reimburse, defend, indemnify and hold harmless Seller shall survive Closing or any termination of this Agreement notwithstanding any survival period contained in this Agreement; provided, however, that in no event shall Buyer have any liability arising out of, resulting from or relating to: (i) the extent of any negligence or willful misconduct of the Seller, an affiliate of Seller, or any licensee or tenant of Seller; or (ii) a preexisting condition at the Property or which is discovered by Buyer during its investigation of the Property in accordance with the terms of this **Section 6**. Buyer's indemnity shall include both direct Claims incurred by Seller as well as third-party Claims asserted against Seller. Buyer's obligations under this **Section 6** shall expressly survive the Closing hereof. Buyer acknowledges that this is an active public safety training center and any and all access to the Property described in this **Section 6** shall be coordinated with Seller no later than forty-eight (48) hours in advance to avoid any risk to Buyer and its agents and employees. **The parties acknowledge and agree that Buyer has been previously granted access to the Property by Seller pursuant to the terms and provisions of an early access agreement between the parties in order to cut down trees within the Property, and Buyer shall be permitted to continue such work if not yet completed as of the date hereof consistent with the terms and provisions of the early access agreement; and, in the event of any conflict between the early access agreement and this Agreement, the terms of the early access agreement shall control.**

7. **Representations and Warranties.**

(a) **Seller's Representations.** Seller represents and warrants to Buyer that the following statements are true as of the Effective Date and as of Closing:

(i) **Due Organization.** Seller is a municipal corporation organized and validly existing under the laws of the State of Indiana.

(ii) **Power.** Seller has full right, power and authority to execute and deliver this Agreement, to consummate the transaction contemplated herein, to comply with and fulfill the terms and conditions herein and to sell and convey the Property to Buyer. There are no legal, contractual or other restrictions upon Seller's right, power or authority to sell and convey the Property to Buyer.

(iii) **Authorization.** Execution and delivery of this Agreement and the consummation of the transaction contemplated herein have been or will be duly authorized by all necessary resolutions, approvals, or actions of Seller. This Agreement constitutes a legal, valid and binding obligation of Seller, enforceable against Seller in accordance with its terms and conditions. The person(s) signing this Agreement on behalf of Seller has the authority to do so and the authority to bind Seller.

(iv) **No Violation.** To Seller's knowledge, neither execution and delivery of this Agreement, nor the consummation of the transaction contemplated

herein, nor compliance with or fulfillment of the terms and conditions hereof, nor the sale and conveyance of the Property to Buyer, will violate, conflict with or result in a breach of the terms, conditions or provisions of, or constitute a default or violation under: (A) the organizational documents of Seller; (B) any restriction, condition, covenant, commitment, contract or agreement to which Seller is a party, or by which Seller or the Property is otherwise bound; or (C) any statute, ordinance, law, rule, regulation, policy, guideline, code, ruling, order, writ, injunction, decree or judgment of any federal, state, municipal or other governmental department, commission, board, bureau, agency, authority or instrumentality (collectively, “Governmental Authorities”), or of any court or any principle of common law, applicable to Seller or the Property.

(b) **Buyer’s Representations and Warranties.** Buyer represents and warrants to Seller that the following statements are true as of the Effective Date and as of Closing:

(i) **Due Organization.** Buyer is a municipal corporation organized and validly existing under the laws of the State of Indiana.

(ii) **Power.** Buyer has full right, power and authority to execute and deliver this Agreement, to consummate the transaction contemplated herein, to comply with and fulfill the terms and conditions herein and to purchase the Property from Seller. There are no legal, contractual or other restrictions upon Buyer’s right, power or authority to purchase the Property from Seller.

(iii) **Authorization.** Execution and delivery of this Agreement and the consummation of the transaction contemplated herein have been or will be duly authorized by all necessary resolutions, approvals, or actions of Buyer. This Agreement constitutes a legal, valid and binding obligation of Buyer, enforceable against Buyer in accordance with its terms and conditions. The person(s) signing this Agreement on behalf of Buyer has the authority to do so and the authority to bind Buyer.

Each party shall have the right to bring an action against the other on the breach of a representation or warranty hereunder, but only on the following conditions: (i) the party bringing the action for breach first discovers the breach after Closing and files such action within one (1) year of the Closing (the “Survival Period”). Neither party shall have any liability after Closing for the breach of a representation or warranty hereunder of which the other party hereto had knowledge as of Closing. The provisions of this **Section 7** shall survive the Closing. Any breach of a representation or warranty that is discovered prior to Closing shall be governed by **Section 16**. All claims for breach of any representation and warranty for which a cause of action is not filed within the Survival Period shall lapse and terminate. As used in this Agreement, the term “to Seller’s knowledge” or words of similar import shall mean the present actual (as distinguished from constructive or imputed) knowledge of Danielle Carey Tolan and not of any other persons. Buyer acknowledges that the individual named above: (i) is named solely for the purpose of defining the scope of Seller’s knowledge and not for the purpose of imposing any liability on such individual, and the designated individual shall have no personal liability arising out of this Agreement; (ii) is

the person within Seller's organization that has knowledge about the Property and is suited be named herein for the purposes set forth herein.

8. **Seller's Covenants and Agreements.** From the Effective Date through the Closing Date, Seller shall:

(a) Not make any material alterations or improvements to the Property without the prior written consent of Buyer, which consent may be withheld or granted in Buyer's sole and absolute discretion;

(b) Not enter into any new contract or modify any existing contract regarding the Property which will extend beyond Closing without the prior written consent of Buyer, which consent may be withheld or granted in Buyer's sole and absolute discretion. Notwithstanding the foregoing, Buyer acknowledges that Seller has entered into the Property Agreements and the Use Agreements which are delivered to Buyer pursuant to **Section 3**, and such agreements shall survive Closing and be assumed by Buyer;

(c) Promptly inform Buyer upon Seller's receiving written notice or actual knowledge of any existing or alleged material violation of or nonconformity with any law, restriction, condition, covenant, commitment, contract or agreement concerning the Property (including environmental laws); and

(d) Not do any of the following without Buyer's prior written approval, which approval may be withheld or granted in Buyer's reasonable discretion: (i) subject the Property to any additional encumbrance or further encumber the Property; or (ii) knowingly and voluntarily take or agree to take any action which would or could cause any representation or warranty contained herein to be untrue in any respect, or which would or could be contrary in any respect to any covenant, term or condition to be complied with, fulfilled or performed by Seller herein.

9. **Conditions Precedent.**

(a) **Conditions Precedent to Buyer's Obligations.** Buyer's obligation to consummate the Closing shall be subject to fulfillment of the following conditions precedent ("Buyer's Conditions Precedent"); provided, however, that Buyer may, in its sole discretion, conditionally or unconditionally waive any of Buyer's Conditions Precedent:

(i) **Representations and Warranties.** Each of Seller's representations and warranties contained herein (including, without limitation, those representations and warranties set forth in **Section 7**) shall be true and correct in all material respects on the Effective Date and as of the Closing Date.

(ii) **Covenants.** Seller shall have complied with, fulfilled and performed in all respects each covenant, term and condition to be complied with, fulfilled or performed by it herein, including, without limitation, the execution by Seller of all documents required to be executed by Seller at Closing.

(iii) **Bond Closing.** The Bond Closing shall have occurred.

(iv) **Owner's Policy Condition Precedent.** The Owner's Policy Condition Precedent shall have been satisfied.

In the event any Buyer's Conditions Precedent has not been fulfilled or expressly waived in writing by Buyer as of the Closing, then Buyer may, without limiting any rights or remedies afforded Buyer under this Agreement in the event of a default by Seller: (A) terminate this Agreement by giving written notice to Seller on or before the Closing Date; or (B) extend the Closing Date for a period not to exceed thirty (30) days by providing written notice thereof to Seller on or before the Closing Date to (y) allow additional time for satisfaction of a Buyer's Condition Precedent, or (z) allow additional time for Seller to satisfy a Buyer's Condition Precedent, to the extent satisfaction thereof is an obligation of Seller or is within Seller's control.

(b) **Seller's Conditions.** Seller's obligation to consummate the Closing shall be subject to fulfillment of the following conditions precedent ("Seller's Conditions Precedent"); provided, however, that Seller may, in its sole discretion, conditionally or unconditionally waive any of Seller's Conditions Precedent:

(i) **Representations and Warranties.** Each of Buyer's representations and warranties contained herein (including, without limitation, those representations and warranties set forth in **Section 7**) shall be true and correct in all material respects on the Effective Date and as of the Closing Date.

(ii) **Covenants.** Buyer shall have complied with, fulfilled and performed in all respects each covenant, term and condition to be complied with, fulfilled or performed by it herein, including, without limitation, the execution by Buyer of all documents required to be executed by Buyer at Closing.

(iii) **Bond Closing.** The Bond Closing shall have occurred.

In the event any Seller's Conditions Precedent has not been fulfilled or expressly waived in writing by Seller as of the Closing, then Seller may, without limiting any rights or remedies afforded Seller under this Agreement in the event of a default by Buyer: (A) terminate this Agreement by giving written notice to Buyer on or before the Closing Date; or (B) extend the Closing Date for a period not to exceed thirty (30) days by providing written notice thereof to Buyer on or before the Closing Date to (y) allow additional time for satisfaction of a Seller's Condition Precedent, or (z) allow additional time for Buyer to satisfy a Seller's Condition Precedent, to the extent satisfaction thereof is an obligation of Buyer or is within Buyer's control.

10. **Closing; Closing Costs.** The "Closing" shall mean the closing at which Seller conveys fee title to the Property to Buyer and Buyer pays Seller the Purchase Price, subject to adjustments and prorations described herein. The Closing shall be held in escrow via a "mail-away" closing at the office of Escrow Agent. The date in which Closing occurs ("Closing Date") shall occur on the date in which Buyer closes on the tax-exempt bonds issued by Buyer and necessary to fund the development and operation of a public safety training facility on the Property

(the “Bonds” and the closing on the Bonds being the “Bond Closing”); provided, however, that the Closing shall occur no later than June 1, 2025. At Closing, Buyer shall be responsible for, and will pay, (i) all fees for the Survey, (ii) all fees for the Commitment, any search fees, and any Owner’s Policy and lender’s policy of title insurance premiums, (iii) Title Insurer’s closing fees, (iv) all endorsements to the Owner’s Policy and or any lender’s policy of title insurance, (v) its own legal fees related to this Agreement (subject to **Section 31**), (vi) all recording fees in connection with the Closing, and (vii) all fees associated with any lender’s policy of title insurance. Seller shall be responsible for and will pay its own legal fees related to this Agreement (subject to **Section 31**).

11. **Seller’s Considerations.** At or prior to the Closing, Seller shall execute and/or deliver into escrow the following instruments, documents and other considerations, all of which shall be in form and substance reasonably satisfactory to Buyer, Buyer’s counsel and Title Insurer:

(a) **Deed.** A Limited Warranty Deed (“Deed”) conveying marketable fee simple title in the Property to Buyer, subject only to the Permitted Encumbrances.

(b) **Assignment.** An agreement assigning to Buyer all Property Agreements and Use Agreements which are actually delivered to Buyer pursuant to **Section 3**, with appropriate assumption and indemnification language from Buyer for post-closing events (the “Assignment”).

(c) **Certificates of Resolutions.** Resolutions of the Seller adopting and approving this Agreement and authorizing the consummation of the transaction contemplated herein.

(d) **Vendor’s Affidavit.** A vendor’s affidavit (or such other document with a similar title) in the form required by Title Insurer to enable Title Insurer to delete the standard general/pre-printed non-survey exceptions to the Owner’s Policy.

(e) **Nonforeign Affidavit.** An affidavit by Seller stating, under penalty of perjury, Seller’s United States taxpayer identification number and that Seller is not a “foreign person,” as defined in Section 1445(f)(3) of the Internal Revenue Code of 1986, as amended.

(f) **Repurchase Right Memorandum.** Seller’s counterpart of the Repurchase Right Memorandum (as defined herein).

(g) **Right of First Refusal Memorandum.** Seller’s counterpart of the Right of First Refusal Memorandum (as defined herein).

(h) **Closing Statement.** A closing statement itemizing and approving all receipts and disbursements made in connection with the Closing.

(i) **Other Considerations.** Such other and further instruments, documents and other considerations as Buyer, Title Insurer, this Agreement, or applicable Laws may reasonably deem necessary or required to consummate the Closing and/or issue the

Owner's Policy, including, but not limited to, an Indiana Sales Disclosure Form, any other documents required by Indiana law or Laws.

12. **Buyer's Considerations.** At or prior to the Closing, Buyer shall execute and/or deliver to Seller the following instruments, documents and other considerations, all of which shall be in form and substance reasonably satisfactory to Seller, Seller's counsel and Title Insurer:

(a) **Purchase Price.** Payment of the Purchase Price, subject to prorations or adjustments required herein.

(b) **Resolutions.** Resolutions of Buyer adopting and approving this Agreement and authorizing the consummation of the transaction contemplated herein.

(c) **Closing Statement.** A closing statement itemizing and approving all receipts and disbursements made in connection with the Closing.

(d) **Assignment.** Buyer's counterpart of the Assignment.

(e) **Repurchase Right Memorandum.** Buyer's counterpart of the Repurchase Right Memorandum.

(f) **Right of First Refusal Memorandum.** Buyer's counterpart of the Right of First Refusal Memorandum.

(g) **Other Considerations.** Such other and further instruments, documents and other considerations as Buyer, Title Insurer or applicable Laws may reasonably deem necessary or required to consummate the Closing and issue the Owner's Policy, including, but not limited to, an Indiana Sales Disclosure Form, any other documents required by Indiana law or Laws.

13. **Taxes and Assessments.** As of Closing, Buyer assumes and agrees to pay: (a) all assessments for improvements made by Buyer becoming a lien after the Closing Date; and (b) its *pro rata* portion of the real estate taxes and assessments assessed for and becoming a lien during the calendar year in which Closing occurs, but due and payable in the calendar year following the calendar year in which Closing occurs (based upon the number of days remaining in such calendar year after the Closing Date) and all taxes and assessments due thereafter. As of Closing, Seller assumes and agrees to pay: (a) all assessments for improvements not assumed by Buyer; (b) all installments of real estate taxes and assessments due and payable during the calendar year in which Closing occurs (which are applicable for the calendar year prior to the calendar year in which Closing occurs); (c) its *pro rata* portion of the real estate taxes and assessments assessed for and becoming a lien during the calendar year in which Closing occurs, but due and payable in the calendar year following the calendar year in which Closing occurs (based upon the number of days in such calendar year prior to and including the Closing Date); and (d) all delinquent real estate taxes and assessments (and penalties and interest thereon, if any). The present tax rate and assessed values shall be used for the purposes of the prorations under this **Section 13** if the applicable tax rate and assessed values have not been set. Notwithstanding the foregoing, Buyer and Seller are

both tax exempt entities and as such the parties do not anticipate any real property tax or assessment proration being applicable to the Closing.

14. **Possession.** Seller shall deliver exclusive possession of the Property to Buyer at the Closing, subject to the Use Agreements which are provided to Buyer pursuant to **Section 3**, the Property Agreements which are provided to Buyer pursuant to **Section 3**, and all Permitted Encumbrances.

15. **Condemnation; Damage.** In the event of any condemnation or damage of all or any part of the Property prior to the Closing, Seller shall promptly provide notice thereof to Buyer, and Buyer, within fifteen (15) days of receipt of notice from Seller regarding said condemnation or damage, may either: (a) terminate this Agreement by written notice to Seller, in which event all liabilities and obligations of the parties hereunder shall cease (except for those which expressly survive a termination of this Agreement); or (b) purchase the residue of the Property for the Purchase Price, and (x) Seller will assign its rights to appear in or receive any award from such proceedings in the event of condemnation, and (y) Buyer shall receive an assignment of all recoverable insurance proceeds due to such damage in the event of damage to the Property. If Buyer does not respond within said 15-day period, Buyer shall have been deemed to elect option (a) of this **Section 15**.

16. **Default.**

(a) Seller agrees that money damages are not an adequate remedy for breach of this Agreement by Seller. If, prior to Closing, Seller defaults in its obligations under this Agreement, or breaches any of its representations or warranties under this Agreement (including, without limitation, the obligation to timely consummate the Closing pursuant to the terms of this Agreement and all obligations of Seller related thereto), and Seller fails to cure such default within fifteen (15) days after receipt of written notice of such default given by Buyer (provided, however, that such cure period shall not apply if Seller fails to timely consummate the Closing under the terms of this Agreement), then Buyer shall be entitled to: (i) terminate this Agreement upon written notice thereof to Seller; or (ii) seek the remedy of specific performance of Seller's obligations under this Agreement. Buyer waives its right to seek, claim, or obtain damages, punitive damages, and/or consequential damages from Seller. The foregoing remedies shall be deemed in addition to, and not in lieu of, any indemnification of Buyer by Seller set forth in **Section 20**.

(b) If, prior to Closing, Buyer defaults in its obligations under this Agreement, or breaches any of its representations or warranties under this Agreement (including, without limitation, the obligation to timely consummate the Closing pursuant to the terms of this Agreement and all obligations of Buyer related thereto), and Buyer fails to cure such default within fifteen (15) days after receipt of written notice of such default given by Seller, then Seller's sole and exclusive remedy under this Agreement shall be to terminate this Agreement by written notice thereof to Buyer, and, in the event of such termination by Seller under this **Section 16(b)**, Buyer shall pay to Seller Twenty Thousand and 00/100 Dollars (\$20,000.00) as liquidated damages. Buyer and Seller agree that the amount of the actual damages which Seller would suffer as a result of Buyer's default would be extremely

difficult to ascertain and have agreed, after specific negotiations relating thereto, that Twenty Thousand and 00/100 Dollars (\$20,000.00) is a reasonable estimate of Seller's damages and is not intended to constitute a penalty. Seller hereby waives its right to seek or pursue all remedies at law or in equity due to a default by Buyer under this Agreement, including, without limitation, the right to seek, claim, or obtain damages, punitive damages, and/or consequential damages from Buyer. The foregoing remedies shall be deemed in addition to, and not in lieu of, any indemnification of Seller by Buyer set forth in **Sections 6 and 20**.

17. **Assignment.** Buyer shall not have the right to assign this Agreement without Seller's advance written consent which may be withheld in Seller's sole and absolute discretion. In the event of a permitted assignment by Buyer, Buyer and any subsequent assignee shall be jointly and severally liable for all obligations, duties, and liabilities under this Agreement. Seller shall in no event have the right to assign this Agreement, including all rights, obligations, duties, and liabilities hereunder, or any part thereof, to any person, firm, partnership, corporation or other entity without the prior written consent of Buyer, which consent by Buyer may be granted or withheld in Buyer's sole and absolute discretion.

18. **No Waiver.** The failure by either party to enforce against the other any term or provision of this Agreement shall not be deemed to be a waiver of such party's right to enforce against the other party the same or any other such term or provision in the future.

19. **Survival of Representations, Warranties, Covenants and Agreements.** All representations, warranties, covenants, agreements and indemnifications made herein, including, without limitation, the parties' representations and warranties set forth in **Section 7** (collectively, "**Surviving Warranties**"), shall survive the Closing for the Survival Period as provided in **Section 7** or the applicable statute of limitations as provided in **Sections 6 and 20**. The terms and provisions set forth in **Sections 33, 34, and 35** shall survive Closing pursuant to the terms therein contained, notwithstanding any survival period contained herein.

20. **Brokers.** In connection with the transaction evidenced by this Agreement, Buyer represents to Seller that Buyer has not used or dealt with a broker. In connection with the transaction evidenced by this Agreement, Seller represents to Buyer that Seller has not used or dealt with a broker. The parties shall reimburse, defend, indemnify and hold the other harmless from any and all Claims arising from its breach of such representation on its part made under this **Section 20**. This indemnity provision contained in this **Section 20** shall survive the Closing or earlier termination of this Agreement.

21. **Severability.** If any term or other provision of this Agreement, or any portion thereof, is invalid, illegal or incapable of being enforced by any rule of law or public policy, all other terms and provisions of this Agreement, or remaining portion thereof, shall nevertheless remain in full force and effect.

22. **Benefit.** This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective heirs (whether a person, persons, entity, or trust), legal representatives, legal successors, and legal assigns. The provisions hereof are solely for the benefit

23. **Construction.** Whenever a singular word is used herein, it shall also include the plural wherever required by the context, and vice versa, and whenever any gender is used herein, it shall also include the other genders wherever required by the context. The terms and conditions hereof represent the results of bargaining and negotiations between the parties, each of which has been represented by counsel of its own selection, and neither of which has acted under duress or compulsion, whether legal, economic or otherwise, and represent the results of a combined draftsmanship effort. Consequently, the terms and conditions hereof shall be interpreted and construed in accordance with their usual and customary meanings and the rule of interpreting ambiguities against the drafter shall not be implemented.

25. **Governing Law.** This Agreement shall be governed by and subject to the laws of the State of Indiana, without reference to the conflicts of laws or choice of law provisions thereof.

27. **Notices.** All notices and other communications hereunder shall be in writing and shall be delivered in person, sent by (a) hand delivery; (b) overnight delivery by a nationally recognized overnight delivery service such as UPS or FedEx, or (c) sent by email, in each case addressed as follows:

With a copy to: Barnes & Thornburg LLP
11 S. Meridian Street
Indianapolis, IN 46204
Attn: Don Williams
Email: Don.Williams@btlaw.com

To Buyer: Hamilton County, Indiana
c/o Hamilton County Legal Department
1 Hamilton County Square, Suite 306
Noblesville, Indiana 46060
Attn: Connor Sullivan, County Attorney
Email: legal@hamiltoncounty.in.gov

With a copy to: Taft Stettinius and Hollister LLP
Attn: Zachary E. Klutz
One Indiana Square, Suite 3500
Indianapolis, Indiana 46204-2023
Email: zklutz@taftlaw.com

And to:

Taft Stettinius and Hollister LLP
Attn: Samuel E. Swafford, Esq.
One Indiana Square, Suite 3500
Indianapolis, Indiana 46204-2023
Email: sswafford@taftlaw.com

or to such other address as shall be furnished in writing by either party to the other party. All notices and communications hereunder given in the manner provided above shall be deemed effective upon (i) the date of delivery, if delivered in person, (ii) the following business day after being sent by overnight delivery by a nationally recognized overnight delivery service such as UPS or FedEx, as the case may be, or (iii) the date of transmission if sent by email, as long not returned with an “undeliverable” or similar message and as long as the duplicate notice is also sent by another method specified in (i)-(ii). Counsel for a party may send notice on behalf of said party.

28. **Counterparts.** This Agreement may be executed in the original, by facsimile or by any generally accepted electronic means (including transmission of .pdf files containing executed signature pages) in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

29. **Expiration of Time Periods; Business Day.** If any date specified herein is, or any period specified herein expires on a Saturday, Sunday or federal holiday, then such date or the expiration date of such period, as the case may be, shall be extended to the next succeeding day that is not a Saturday, Sunday, or federal holiday. As used in this Agreement, “business day” shall refer to any day that is not a Saturday, Sunday, or federal holiday.

30. **No Partnership.** Nothing contained herein shall be deemed or construed to constitute Buyer as a partner, joint venturer, coprincipal or associate of Seller, or of any person claiming by, through or under Seller in the conduct of its respective businesses.

31. **Attorneys' Fees.** If any action is instituted in connection with any controversy arising out of this Agreement, the prevailing party shall be entitled to recover, in addition to costs, such sum as the court may adjudge reasonable attorneys' fees in such action.

32. **Recording.** This Agreement shall not be recorded by either party.

33. **Repurchase Right.** Buyer acknowledges that the commitment of Buyer to construct and complete the public safety training facility improvements to the Property after Closing which are set forth in **Exhibit B**, attached hereto and incorporated herein by this reference (collectively, the "**Public Safety Training Facility Improvements**"), is a material inducement to Seller to sell the Property to Buyer for the Purchase Price and that Seller would not have sold the Property to Buyer upon the conditions and terms of this Agreement without having received such commitment from Buyer. To that end and effective as of the Closing Date, Seller and Buyer agree as follows:

(a) **Repurchase Event.** Upon the occurrence of the Repurchase Event (as defined herein) and at its option and election, Seller shall have the right (the "**Repurchase Right**") to repurchase the Property from Buyer for the Purchase Price in accordance with the following:

(i) **Exercise of Repurchase Right.** Following the occurrence of the Repurchase Event (as defined herein), Seller may exercise the Repurchase Right by giving notice to Buyer ("**Repurchase Notice**") within one hundred twenty (120) days after December 31, 2030. If Seller fails to give a Repurchase Notice within such 120-day period, then the Repurchase Right shall automatically terminate, expire, and be of no further effect or force, and Seller's right to repurchase the Property shall be void.

(ii) **Repurchase Closing.** In the event that Seller timely sends the Repurchase Notice after the Repurchase Event, Seller and Buyer shall schedule a closing (the "**Repurchase Closing**") within ninety (90) days after Seller gives Buyer the timely Repurchase Notice after the Repurchase Event. At the Repurchase Closing with respect to the conveyance of the Property back to Seller, (A) Seller shall pay to Buyer the Purchase Price, (B) Buyer shall deliver a special warranty deed conveying good and marketable fee simple title to the Property to Seller free and clear of all encumbrances other than those existing immediately prior to the Closing hereunder, (C) Buyer shall pay all closing costs, including, without limitation, the cost of an owner's policy of title insurance for the Purchase Price, and (D) any ad valorem taxes and assessments shall be prorated as of the date of such re-conveyance. For the avoidance of doubt, if there are any monetary liens filed or recorded against the Property as of the Repurchase Closing claiming by or through or under Buyer, Buyer shall have such monetary liens removed at the Repurchase Closing. The parties shall act reasonably and work in good faith to comply with all laws, rules, ordinances, regulations, and requirements then applicable to municipal land purchases and dispositions by the parties to facilitate the reconveyance described in this **Section 33**, including, if applicable, the

reconveyance of the Property to the Buyer (if it has been transferred to an Affiliate (as defined herein)) to allow for a simplified inter-governmental transfer under applicable law.

(b) Definition of Repurchase Event. As used in this **Section 33**, the term “Repurchase Event” shall mean that, as of December 31, 2030, the Public Safety Training Facility Improvements are not substantially completed and open for use and occupancy for their intended purpose (“Project Completion”).

(c) Completion of Improvements. Notwithstanding anything to the contrary contained in this **Section 33** or elsewhere in this Agreement, if, at any time prior to December 31, 2030, Project Completion has occurred (such date of Project Completion being the “Completion Date”), then Seller’s Repurchase Right shall automatically terminate, expire, and be null and void on the Completion Date; provided, however, that at the request of Buyer, Seller shall execute and deliver to Buyer a recordable termination of the Repurchase Right Memorandum (defined below), which shall thereafter be recorded by Buyer.

(d) Survival. The terms and provisions of this **Section 33** shall run with the land and be binding upon the permitted successors and assigns of the parties hereto. At Closing, Seller and Buyer shall each execute a memorandum in recordable form which incorporates fully the terms of this **Section 33** and shall be recorded with the Hamilton County, Indiana Recorder’s Office after the Deed (“Repurchase Right Memorandum”). Seller shall not have the right to assign its rights under this **Section 33** other than to a governmental agency of the Seller or to a non-profit building corporation or similar entity formed by Seller and intended to facilitate property acquisition and/or ownership by Seller.

34. Right of First Refusal in Favor of Seller.

(a) General Rights; Timing. If at any time after Closing, Buyer receives from a ready, willing and able purchaser which is not an Affiliate (“Third Party Purchaser”) an offer to purchase the Property which Buyer desires to accept, or if Buyer desires to make a bona fide offer to sell the Property to such a Third Party Purchaser (and not to an Affiliate (as defined herein)) (collectively, an “Offer”), then Seller shall have a right of first refusal to purchase the Property in accordance with the terms of this **Section 34** (“First Refusal Right”). “Affiliate” shall mean a governmental agency of Buyer or a non-profit building corporation or similar entity formed by Buyer and intended to facilitate property acquisition and/or ownership by Buyer. Upon an acceptable Offer, Buyer shall give Seller a copy of the Offer with written notice offering the Property to Seller (the “ROFR Notice”). Seller will have the right to purchase the Property and exercise its First Refusal Right for the same purchase price for the Property as set forth in the Offer by: (i) giving written notice thereof to Buyer within thirty (30) days following Seller’s receipt of the ROFR Notice; and (ii) executing a purchase and sale agreement with Buyer containing other commercially reasonable terms mutually agreed upon by Seller and Buyer but complying with the laws, rules, ordinances, regulations, and requirements then applicable to municipal land purchases by Seller (“Purchase Agreement”). Notwithstanding anything contained

herein to the contrary, if Seller timely exercises its First Refusal Right as set forth herein, the parties shall endeavor, in good faith, to execute the Purchase Agreement within one hundred twenty (120) days following Seller's receipt of the ROFR Notice. If Seller affirmatively and timely exercises its First Refusal Right as set forth herein, the Property will be transferred to Seller, and Seller shall purchase the Property, all pursuant to the Purchase Agreement. If (i) Seller does not affirmatively exercise its First Refusal Right within thirty (30) days after receipt of the ROFR Notice, or (ii) Seller affirmatively waives in writing its First Refusal Right within thirty (30) days after receipt of the ROFR Notice, or (iii) Seller timely exercises its First Refusal Right but fails to close on its purchase of the Property pursuant to the Purchase Agreement, then Seller's First Refusal Right shall be null and void and Buyer shall have the right to transfer and sell the Property to the Third Party Purchaser which made or accepted such initial Offer (or an affiliate of such Third Party Purchaser) upon at least ninety-five percent (95%) of the value of the terms contained in the initial Offer and ROFR Notice. If the sale to such Third Party Purchaser (or an affiliate of such Third Party Purchaser) which made or accepted such initial Offer does not occur, or if the purchase price for the Property decreases by more than five percent (5%) from that set forth in the Offer and ROFR Notice, Buyer may not transfer the Property without again complying with the provisions of this Agreement. If Buyer consummates a transfer and sells the Property to a Third Party Purchaser (or an affiliate of such Third Party Purchaser) in compliance with the terms of this Agreement, then at such closing, the First Refusal Right will automatically terminate and expire and be null and void thereafter; provided, however, that at the request of Buyer, Seller shall execute and deliver to Buyer a recordable termination and release of the Right of First Refusal Memorandum (as hereafter defined), which shall thereafter be recorded by Buyer.

(b) Exceptions to Seller's First Refusal Right. Notwithstanding anything to the contrary contained herein, Buyer or its successor or grantees shall have the right to sell and convey the Property to an Affiliate without having to comply with the terms set forth in this **Section 34**, but such described transfer to an Affiliate shall continue to be subject to the First Refusal Right in favor of Seller.

(c) Survival. The terms and provisions of this **Section 34** shall run with the land and be binding upon the permitted successors and assigns of the parties hereto. At Closing, Seller and Buyer shall each execute a memorandum in recordable form which incorporates fully the terms of this **Section 34** and shall be recorded with the Hamilton County, Indiana Recorder's Office after the Deed ("Right of First Refusal Memorandum"). Seller shall not have the right to assign its rights under this **Section 34**.

35. Interlocal Agreement. Buyer acknowledges that it has committed to enter into an interlocal agreement with the Seller and potentially other governmental units permitting such parties long-term use and equitable cost sharing of the Property, including the Public Safety Training Facility Improvements; and that an agreement permitting Seller the use of the Property, including the Public Safety Training Facility Improvements, is a material inducement to Seller to sell the Property to Buyer for the Purchase Price and that Seller would not have sold the Property to Buyer upon the conditions and terms of this Agreement without having received such commitment from Buyer. Accordingly, Buyer and Seller each agrees to work in good faith with

each other to negotiate such an agreement within six (6) months following the Closing, but in no event later than the Completion Date. For the avoidance of doubt, Seller and Buyer shall not be obligated to enter into any such agreement, and failure by Seller or Buyer to enter into such agreement shall not be a default by Seller or Buyer under this Agreement or any ancillary agreements described in this Agreement and/or executed in connection with the Closing.

*[Remainder of page intentionally left blank;
Signatures appear on following pages]*

[Seller's Signature Page to Real Estate Purchase Agreement]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date set forth below each party's signature.

"SELLER"

THE CITY OF WESTFIELD BOARD OF PUBLIC WORKS AND SAFETY FOR AND ON BEHALF OF THE CITY OF WESTFIELD, INDIANA, a municipal corporation organized and existing under the laws of the State of Indiana

By: _____
Scott Willis, Mayor

Date: _____

ATTEST:

By: _____
Name: _____
Title: _____

“BUYER”

HAMILTON COUNTY, INDIANA, a municipal corporation, existing under the laws of the State of Indiana

By: _____

Name: _____

Title: _____

Date: _____

ATTEST:

By: _____

Name: _____

Title: Secretary

EXHIBIT A

Legal Description and Depiction of the Land

Parcel Numbers: 29-10-12-000-014.000-012 and 29-10-12-000-014.001-012

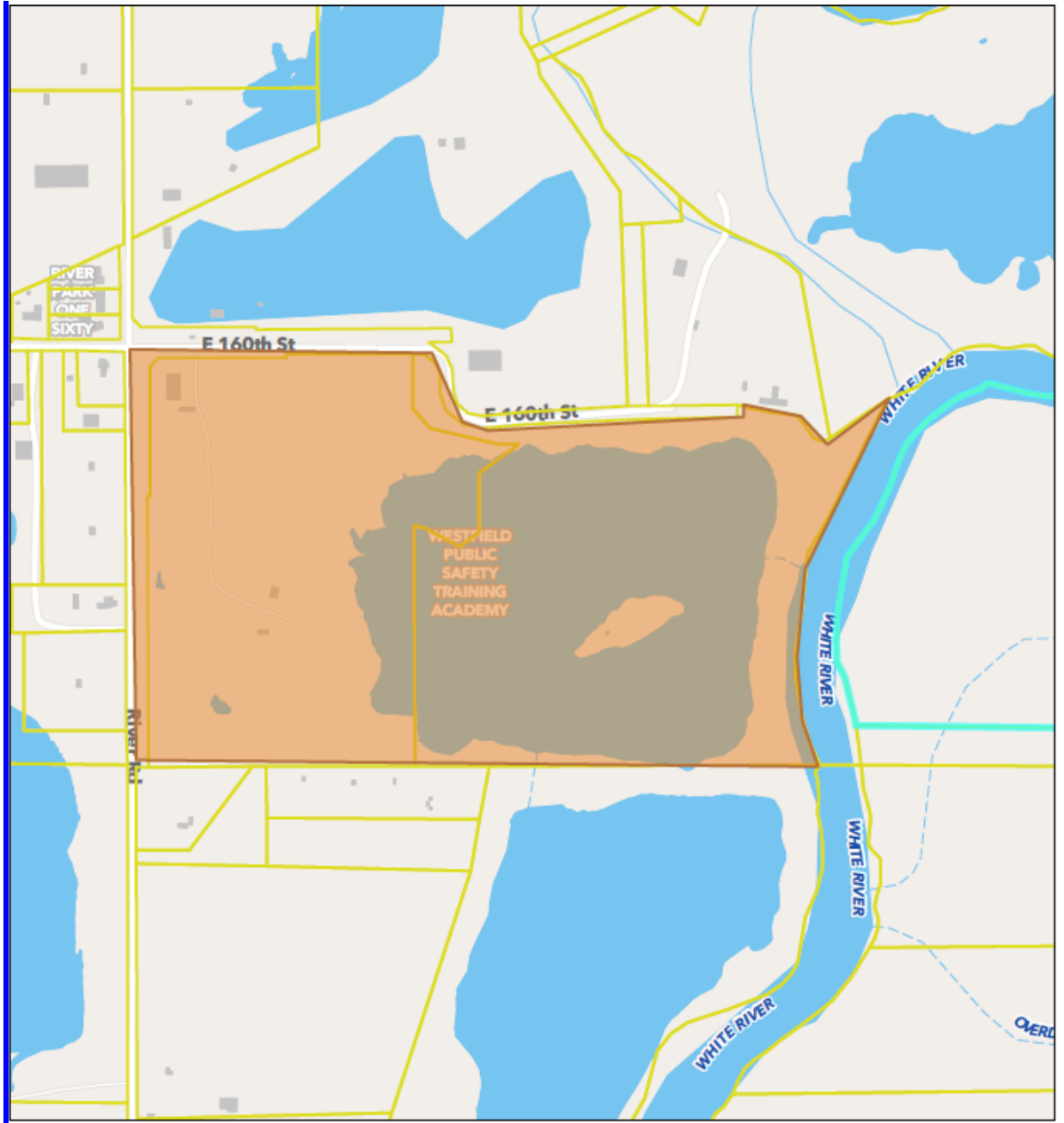


EXHIBIT B

Public Safety Training Facility Improvements

[TO BE ATTACHED]



March 26, 2025

Consent Agenda Item:

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:

- Alderson Commercial Group, Inc., Indiana Members Credit Union, Bond #422947R, \$207,508.12, Streets/Curbs, Storm Sewer, Sidewalk & Erosion Control
- Brothers Excavating, LLC d/b/a Brothers Site Development, H. Steakhouse, Bond #72710071, \$139,748.38, Erosion Control & ROW Improvements
- CCD Ackerson, Midland, Section 4, Bond & Rider #F288932, \$105,510.30, Streets/Curbs
- CCD Ackerson, Midland, Section 4, Bond & Rider #F288933, \$288,082.30, Storm
- CCD Ackerson, Midland, Section 4, Bond & Rider #F288934, \$20,902.86, Sidewalks
- CCD Ackerson, Midland, Section 4, Bond & Rider #F288935, \$26,961.00, Trail
- CCD Ackerson, Midland, Section 4, Bond & Rider #F288936, \$33,695.09, Erosion Control
- Frontier North, Inc, Public Right of Way Bond #K41989105, \$280,000.00, 2025 Fiber to the Home Project
- JRF Construction, Inc., Northpoint, Section 3, Lot 2, Bond & Rider #7480897, \$164,712.68, Erosion Control, Storm Sewers, Street/Curbs w/in ROW; Sidewalk w/in ROW
- William Eric Group, LLC, Kid City, Bond #100181884, \$25,825.25, Erosion Control
- William Eric Group, LLC, Kid City, Bond #100181885, \$37,565.00, Work in Public ROW

Performance Bond Release

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

- Lennar Homes of Indiana, LLC, Westgate, Section 4, Bond #024256849, \$265,465.00, Storm Sewer & Subsurface Drain
- Lennar Homes of Indiana, LLC, Westgate, Section 4, Bond #024256848, \$20,835.00, Common Area Walks

- Lennar Homes of Indiana, LLC, Westgate, Section 4, Bond #024256846, \$248,918.00 Asphalt Street
- Lennar Homes of Indiana, LLC, Westgate, Section 4, Bond #024256847, \$41,629.00, Concrete Curb
- William Tres, LLC, New Haven, Bond #CIC1905708, \$123,910.60, Erosion Control
- Grand Communities, LLC, Derby Ridge, Section 5, Bond #CMS0341713, \$120,524.34, ROW Asphalt Path, Paving, & Stabilization
- Lennar Homes of Indiana, LLC, Westgate, Section 7, Bond #024264599, \$502,856.00, Storm Sewer & Subsurface Drain
- Lennar Homes of Indiana, LLC, Westgate, Section 7, Bond #024264603, \$62,315.00, Common Area Walks
- Lennar Homes of Indiana, LLC, Westgate, Section 7, Bond #024264601, \$267,825.00 Asphalt Streets
- Lennar Homes of Indiana, LLC, Westgate, Section 7, Bond #024264598, \$61,295.00, Asphalt Path
- Lennar Homes of Indiana, LLC, Westgate, Section 7, Bond #30166228, \$230,118.00, ROW Improvements

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:

- Lennar Homes of Indiana, LLC, Westgate, Section 4, Bond #024256849M, \$24,134.00, Storm Sewer
- Lennar Homes of Indiana, LLC, Westgate, Section 4, Bond #024256848M, \$1,895.00, Common Walks
- Lennar Homes of Indiana, LLC, Westgate, Section 4, Bond #024256846M, \$22,629.00, Asphalt Street
- Lennar Homes of Indiana, LLC, Westgate, Section 4, Bond #024256847M, \$3,785.00, Concrete Curbs
- Grand Communities, LLC, Derby Ridge, Section 5, Bond & Rider #CMS0390949, \$10,956.76, ROW, Asphalt Path, Paving, & Stabilization
- Lennar Homes of Indiana, LLC, Westgate, Section 7, Bond #30166228M, \$20,920.00, ROW Improvements
- Lennar Homes of Indiana, LLC, Westgate, Section 7, Bond #024264603M, \$5,665.00, Common Walks
- Lennar Homes of Indiana, LLC, Westgate, Section 7, Bond #024264601M, \$24,348.00, Asphalt Street
- Lennar Homes of Indiana, LLC, Westgate, Section 7, Bond #024264598M, \$5,573.00, Asphalt Path
- Lennar Homes of Indiana, LLC, Westgate, Section 7, Bond #024264599M, \$45,715.00, Storm Sewer & SSD

Maintenance Bond Release

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

- NONE

Letter of Credit Release

The Westfield Public Works Department is recommending that the Board of Public Works and Safety release the following Letter of Credit for the requested developments:

- SA Berg Company, Options Charter School, LOC #171640, \$6,070.00

Cash in Lieu

The Westfield Public Works Department is recommending that the Board of Public Works and Safety accept the following Developer Agreement (Cash in Lieu) for the requested developments:

- NONE



**City of Westfield Fire Department
Board of Public Works & Safety Report
February 2025 Report**

Contact: Fire Chief

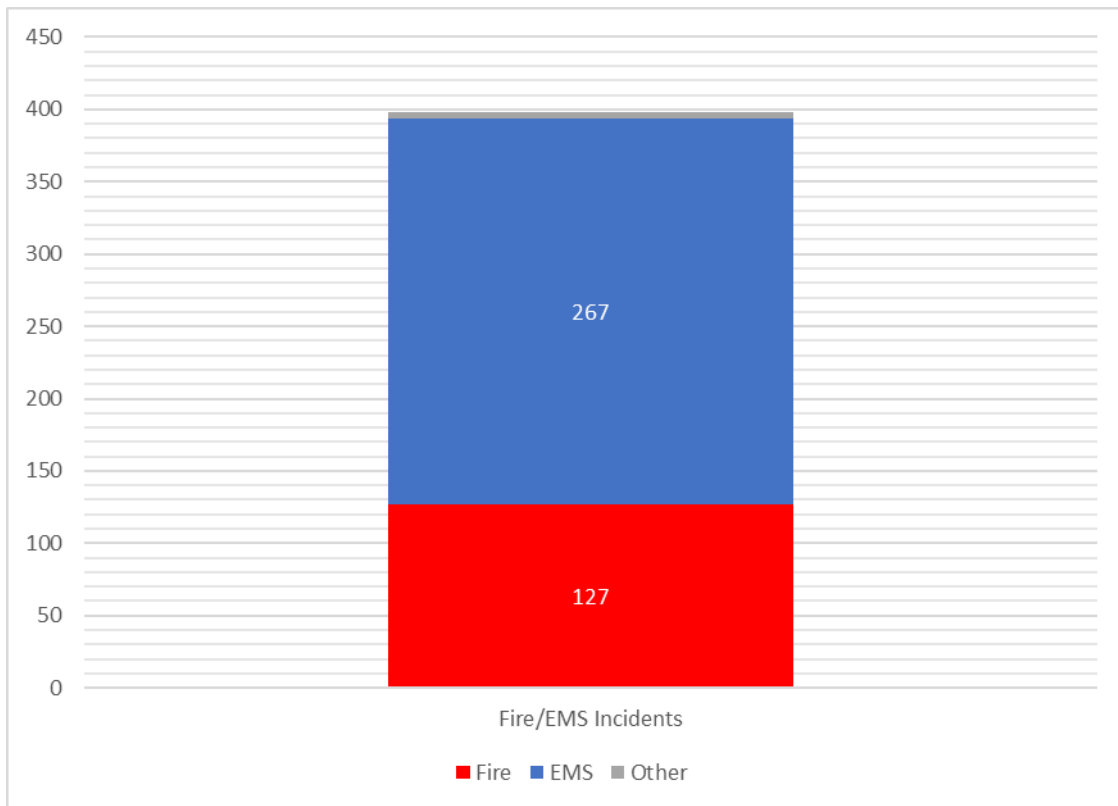
Rob Gaylor

Or Nikki Hartman

804-3304



Westfield Fire February 2025 Incident Statistics

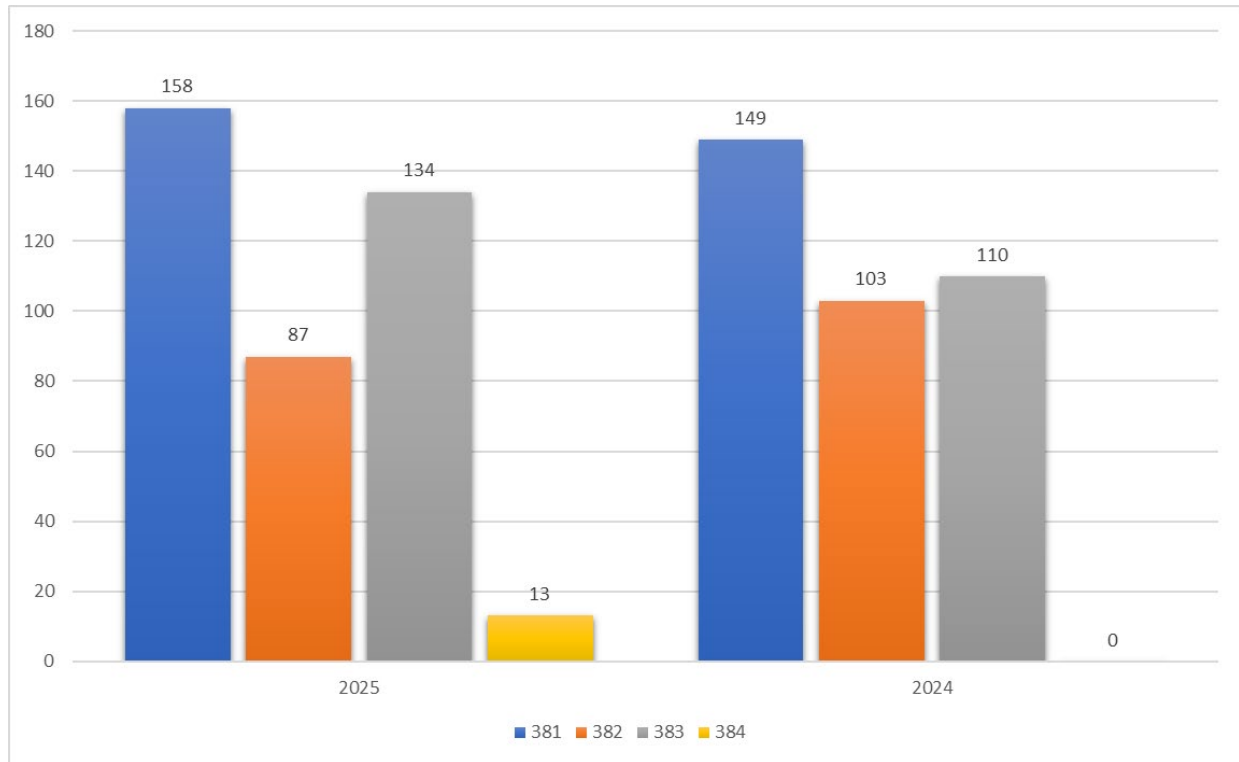


Fire/EMS Incidents		
Incident Type	Incident Counts	Percent of Total
EMS	267	67%
Fire	127	32%
Other	4	1%
Total:	398	

Average 14.74 response per day. Average turnout time 1:11. And a total of 893 apparatus response.



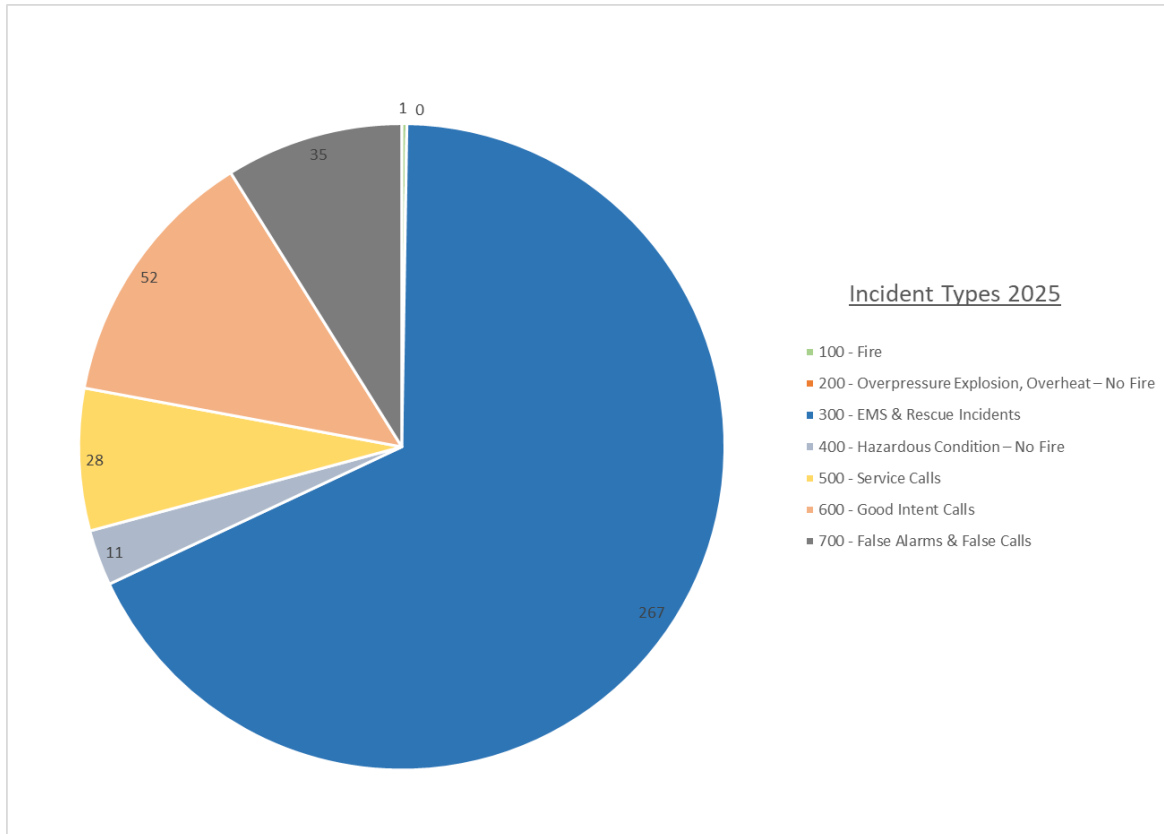
Westfield Fire February 2025 Incident Statistics



District Comparison - Month				
District	2025	2024	Difference	%
381	158	149	9	6%
382	87	103	-16	-18%
383	134	110	24	18%
384	13	0	13	100%
Unknown	6	0	6	100%
Total:	398	362	36	9.05%



Westfield Fire February 2025 Incident Statistics

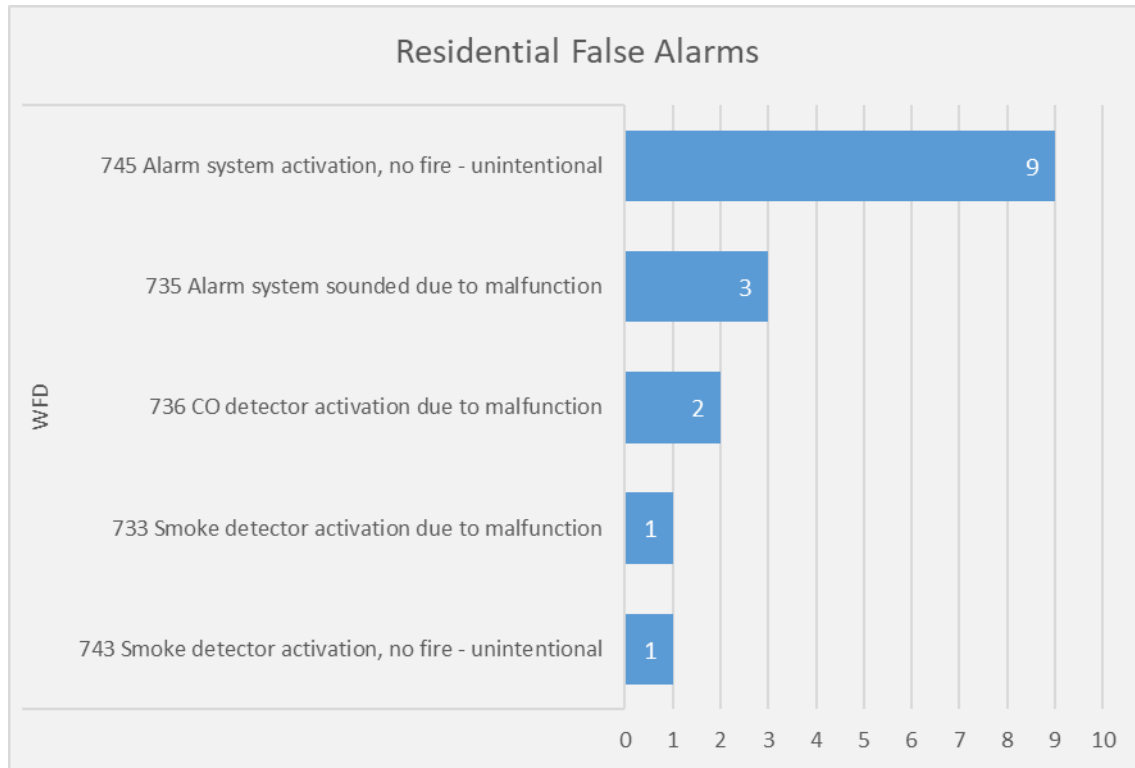


Incident Type	Count	Percent of calls
100 - Fire	1	0%
200 - Overpressure Explosion, Overheat – No Fire	0	0%
300 - EMS & Rescue Incidents	267	67%
400 - Hazardous Condition – No Fire	11	3%
500 - Service Calls	28	7%
600 - Good Intent Calls	52	13%
700 - False Alarms & False Calls	35	9%



Westfield Fire February 2025 Incident Statistics

False Alarm Calls

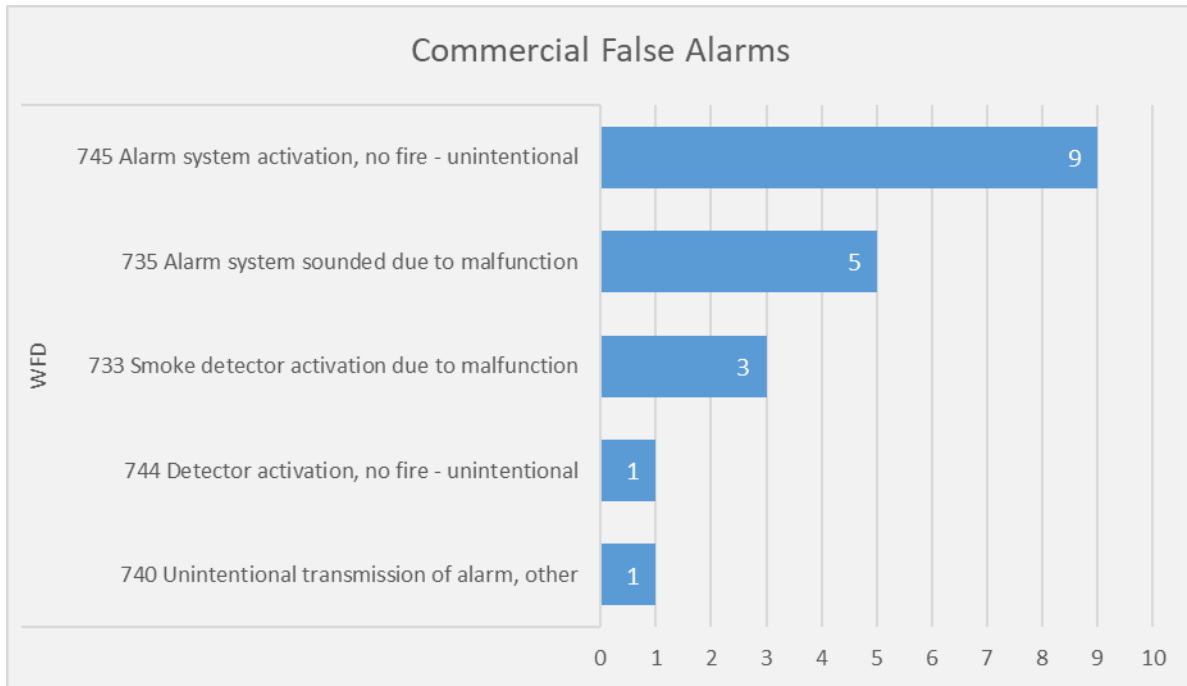


16 Residential Alarms



Westfield Fire February 2025 Incident Statistics

False Commercial Fire Alarm Calls

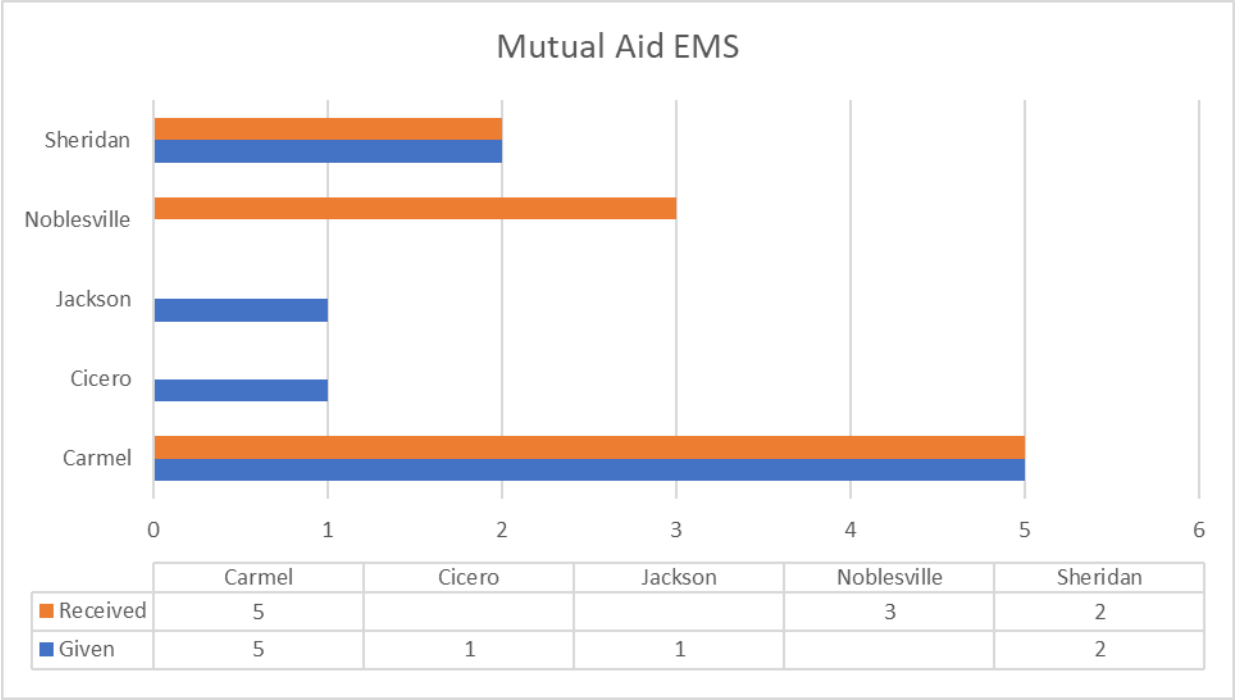


19 Commercial False Alarms



Westfield Fire February 2025 Incident Statistics

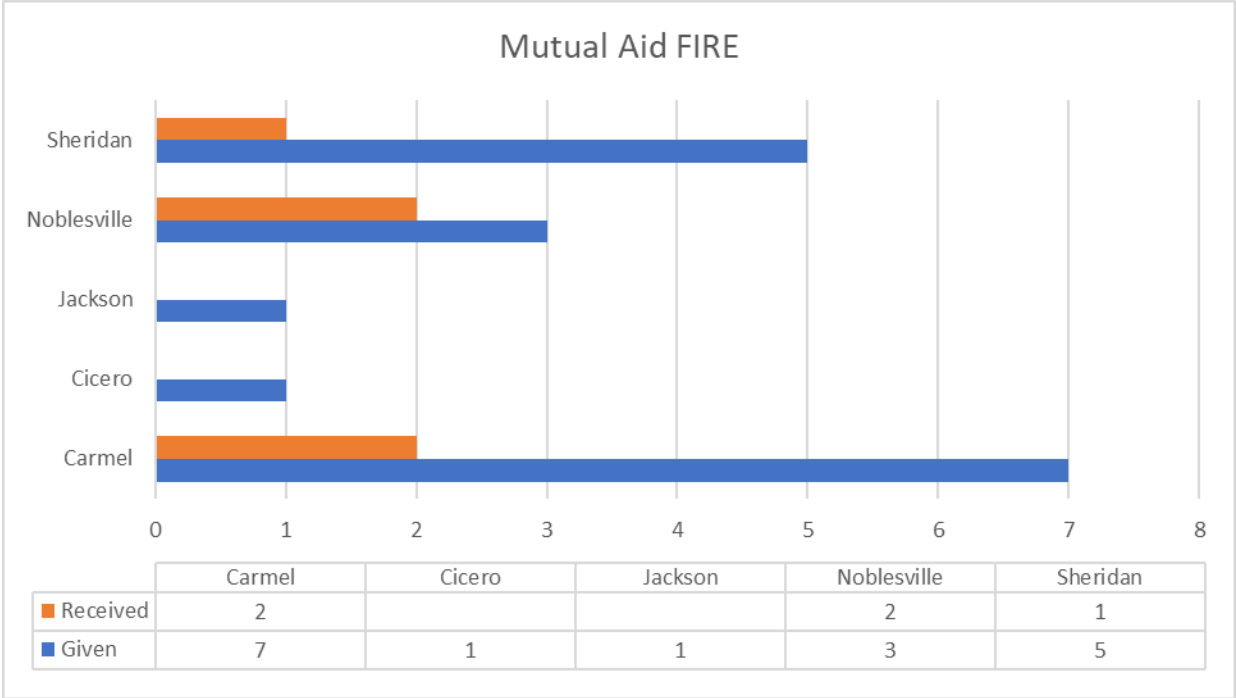
Mutual Aid data
EMS





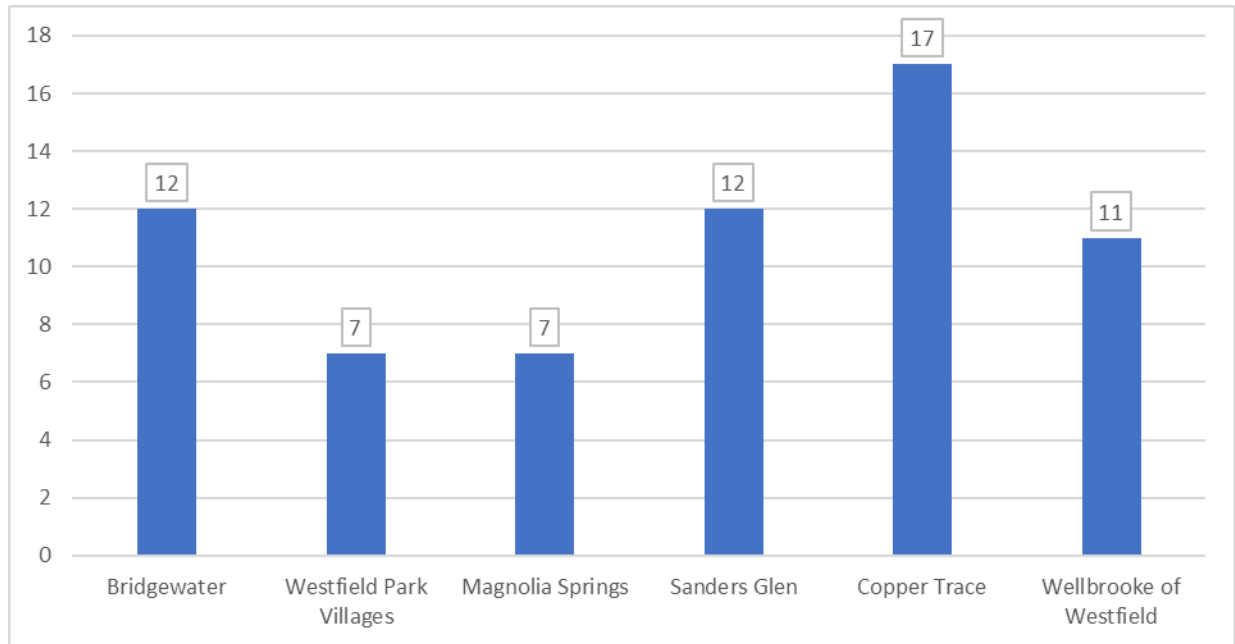
Westfield Fire February 2025 Incident Statistics

Mutual Aid Data
Fire Incidents

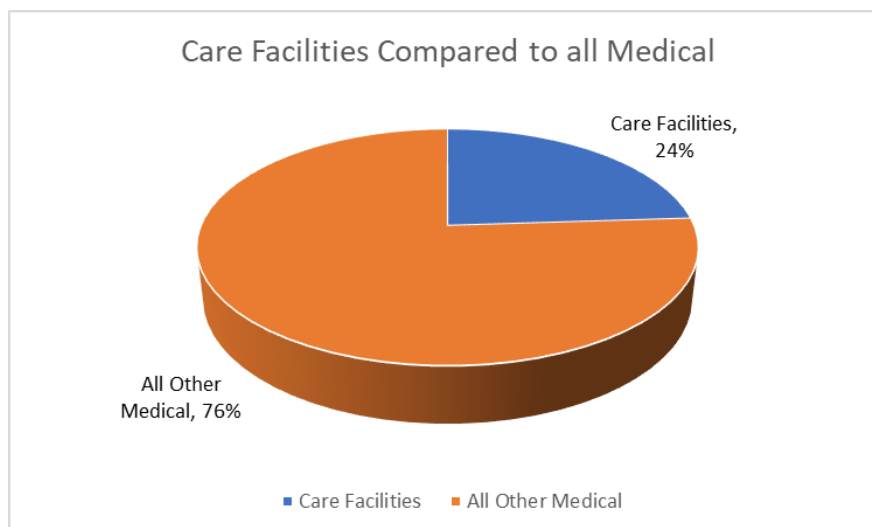




Westfield Fire February 2025 Incident Statistics



Care Facilities	Incident Totals
Bridgewater	12
Westfield Park Villages	7
Magnolia Springs	7
Sanders Glen	12
Copper Trace	17
Wellbrooke of Westfield	11
	66





Board of Public Works & Safety February 2025

Table of Contents

Section 1- Field Activity Performance Measures

Events by Nature- Page 1

Events by Incident Type- Page 2

UCR Offenses- Page 3

Arrests and Traffic- Page 4

Top Accident Locations- Page 5

Total Accidents by Primary Cause- Page 6

Section 2- Community Events- Page 7



WESTFIELD POLICE DEPARTMENT

February 2025

Events by Nature

Incident Type	Count
911 Hang Up	16
Abandoned Vehicle	7
Abandonment	0
Abuse / Neglect	2
Accident - Hit & Run PD	13
Accident - Hit & Run PI	0
Accident - Other	1
Accident - Property Damage	78
Accident - Personal Injury	10
Accident - Sinking Vehicle	0
Accident - Unknown	3
Accelerator Stuck	0
Active Assailant	0
Alarm - Other	1
Alarm - Vehicle	2
Alarm - Burglar	64
Alarm - Hold Up	13
Animal Bite / Attack	2
Animal Complaint	28
Assist Fire	41
Assist Other Department	15
Assist Public	34
Battery	4
Bike Patrol	0
Bomb Device Found	0
Bomb Threat	0
Burglary	1
Carjacking	0
Case Follow Up	99
Child Seat Inspection	6
Civil Dispute	24
Criminal Mischief	9
Damage to Property	0
Death Investigation	4
Directed Patrol	286
Disturbance	14
Domestic	0
Driving Complaint	207
Drug Complaint	4
Drug Lab	0
Escort	0
Fail to Return Comm Corrections	0
Fight	0
Firearms Shots Fired	1
Foot Patrols	256
Found / Lost Property	16
Found Person	0

WESTFIELD POLICE DEPARTMENT

February 2025

Events by Nature

Incident Type	Count
Fraud Prescription	0
Fraud / Deception	30
Harassment	9
Intoxicated Person	6
Investigation	23
Investigative Stop	1
Juvenile Complaint	4
K9 Detail	0
Kidnapping	0
Lock Out	44
Loud Party	0
Mental Emotional - Violent	4
Mental Emotial/Suicide Attempt	0
Mental Person	12
Miscellaneous	15
Missing Person	4
Missing Person - PLS	0
New Call	0
Nuisance	2
Ordinance Misc.	6
Parking Complaint	24
Physical Disturbance	9
Product Contamination	0
Reckless Activity	0
Road Rage	10
Robbery	0
Runaway	3
School Patrol	198
Security Check	484
Sex Offense	1
Shooting	0
Solicitor	0
Special Detail	0
Stabbing	0
Suicide	0
Suspicious Activity	80
Suspicious Package	0
Suspicious Person	0
Test	1
Theft	33
Theft - From a Vehicle	3
Theft - of a Vehicle	3
Theft Shoplifter	0
Threat to Life	2
Threatening Suicide	8
Tow Release	0

WESTFIELD POLICE DEPARTMENT

February 2025

Events by Nature

Incident Type	Count
Traffic Hazard	107
Transport	0
Trespassing	7
Traffic Stop	692
Unknown Call for Police	1
VIN Check	34
Wanted	3
Warrant Service	6
Weapons Complaint	0
Welfare Check	49
Total	3179

Monthly Events by Incident Type February 2025

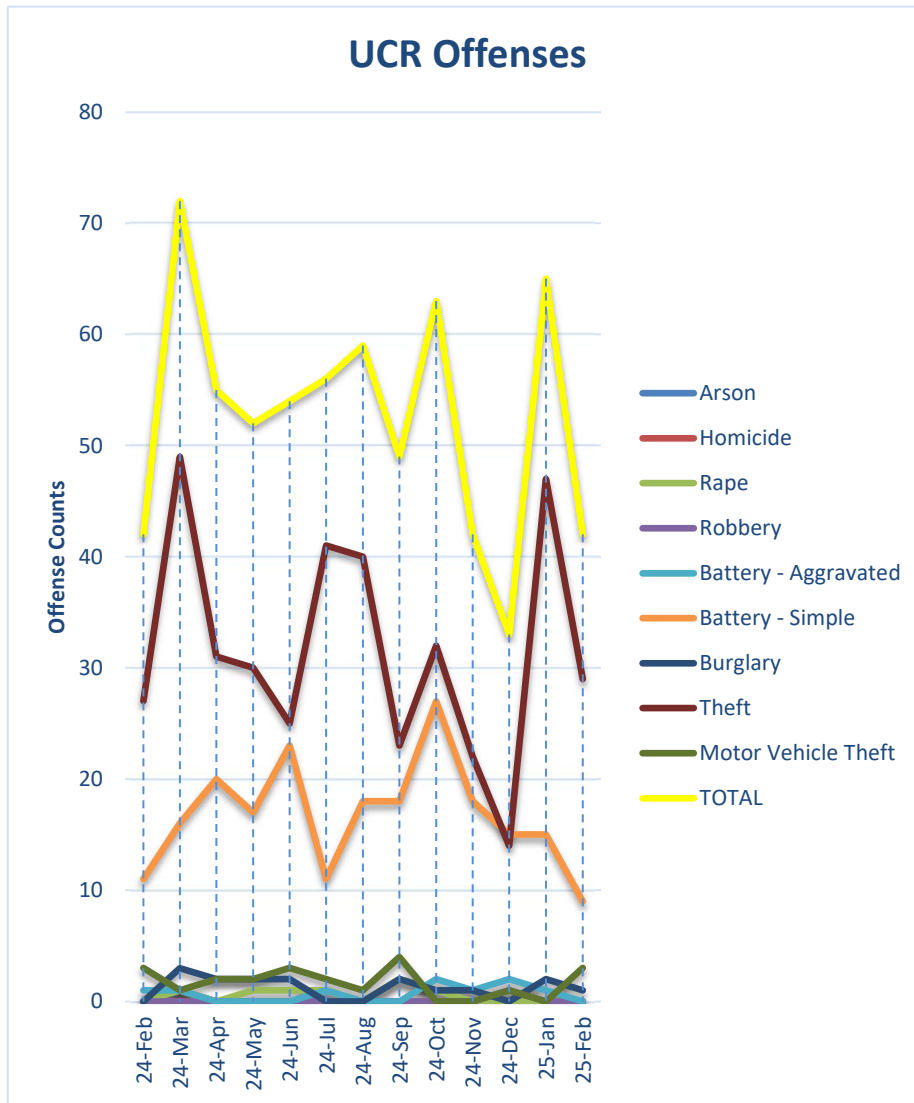
Incident Type	Count
Traffic Stop	692
Security Check	484
Directed Patrol	286
Foot Patrols	256
Driving Complaint	207
School Patrol	198
Traffic Hazard	107
Case Follow Up	99
Suspicious Activity	80
Alarm - Burglar	64
Other Incident Types	10

WESTFIELD POLICE DEPARTMENT

February 2025

UCR OFFENSES

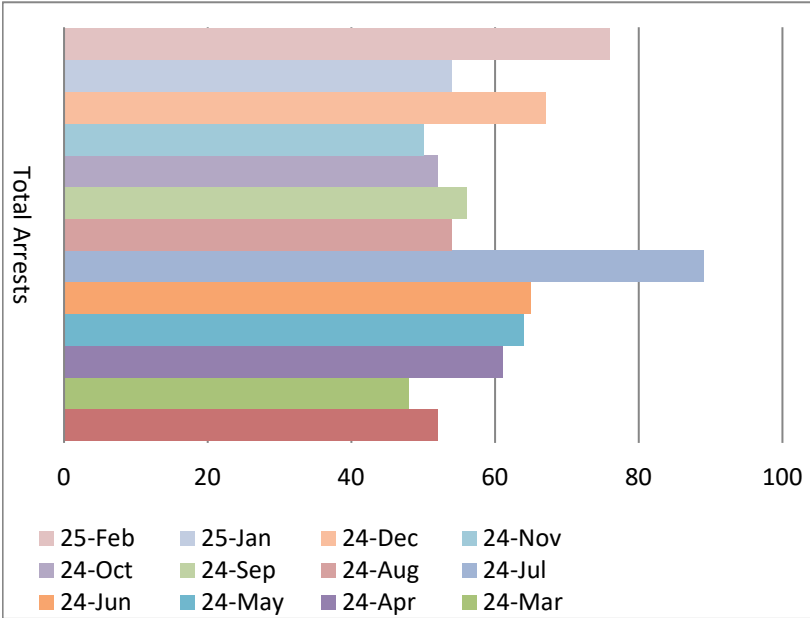
OFFENSE	24-Feb	24-Mar	24-Apr	24-May	24-Jun	24-Jul	24-Aug	24-Sep	24-Oct	24-Nov	24-Dec	25-Jan	25-Feb
Arson	0	1	0	0	0	0	0	0	0	0	0	0	0
Homicide	0	0	0	0	0	0	0	0	0	0	0	0	0
Rape	0	1	0	1	1	1	0	2	1	0	0	0	0
Robbery	0	0	0	0	0	0	0	0	0	0	1	0	0
Battery - Aggravated	1	1	0	0	0	1	0	0	2	1	2	1	0
Battery - Simple	11	16	20	17	23	11	18	18	27	18	15	15	9
Burglary	0	3	2	2	2	0	0	2	1	1	0	2	1
Theft	27	49	31	30	25	41	40	23	32	22	14	47	29
Motor Vehicle Theft	3	1	2	2	3	2	1	4	0	0	1	0	3
TOTAL	42	72	55	52	54	56	59	49	63	42	33	65	42



WESTFIELD POLICE DEPARTMENT

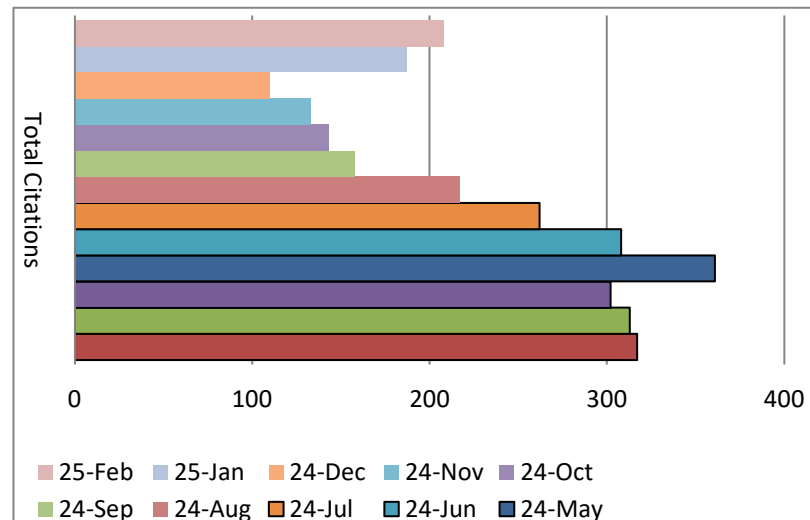
February 2025

Arrest Reports Taken	24-Feb	24-Mar	24-Apr	24-May	24-Jun	24-Jul	24-Aug	24-Sep	24-Oct	24-Nov	24-Dec	25-Jan	25-Feb
Alcohol/ Drug Related	14	12	16	23	20	21	16	15	13	13	21	8	17
Felony Charges	52	21	45	37	17	48	23	31	30	39	29	37	21
Misdemeanor Charges	54	62	87	58	70	110	66	54	64	60	70	70	89
Total Arrests	52	48	61	64	65	89	54	56	52	50	67	54	76



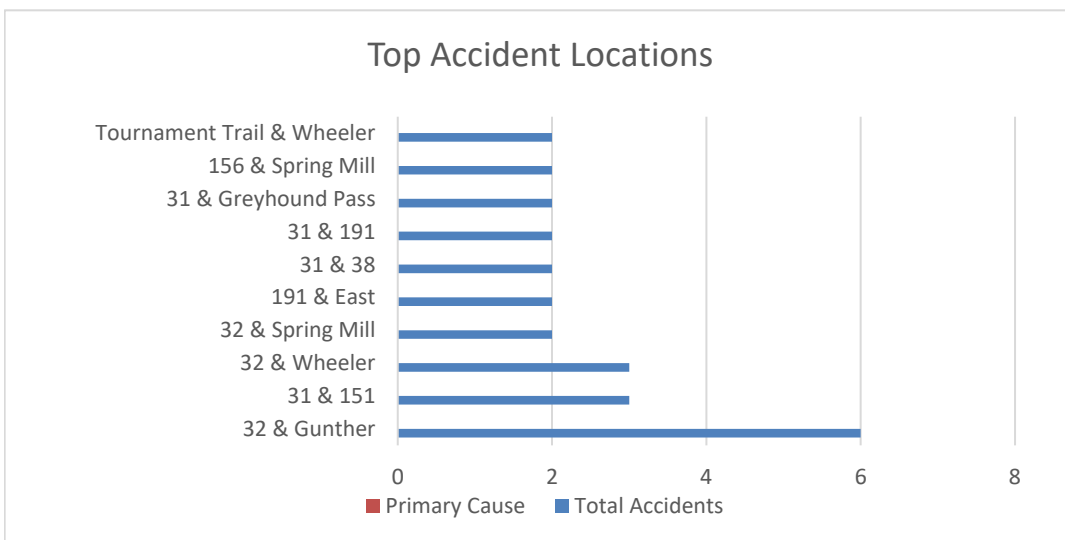
Traffic	24-Feb	24-Mar	24-Apr	24-May	24-Jun	24-Jul	24-Aug	24-Sep	24-Oct	24-Nov	24-Dec	25-Jan	25-Feb
Total Citations	317	313	302	361	308	262	217	158	143	133	110	187	208
Total Written Warning	806	811	566	532	561	637	532	494	472	588	305	509	617
Total Traffic Accidents	80	56	63	67	69	63	56	71	70	74	93	79	62
Property Damage	69	49	52	57	60	49	50	61	64	65	83	72	55
Personal Injury	11	7	11	10	9	14	7	10	6	9	10	7	7
Fatality	0	0	0	0	0	0	0	0	0	0	0	0	0
Hit and Run*	8	0	7	4	10	15	4	6	11	6	9	9	7

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



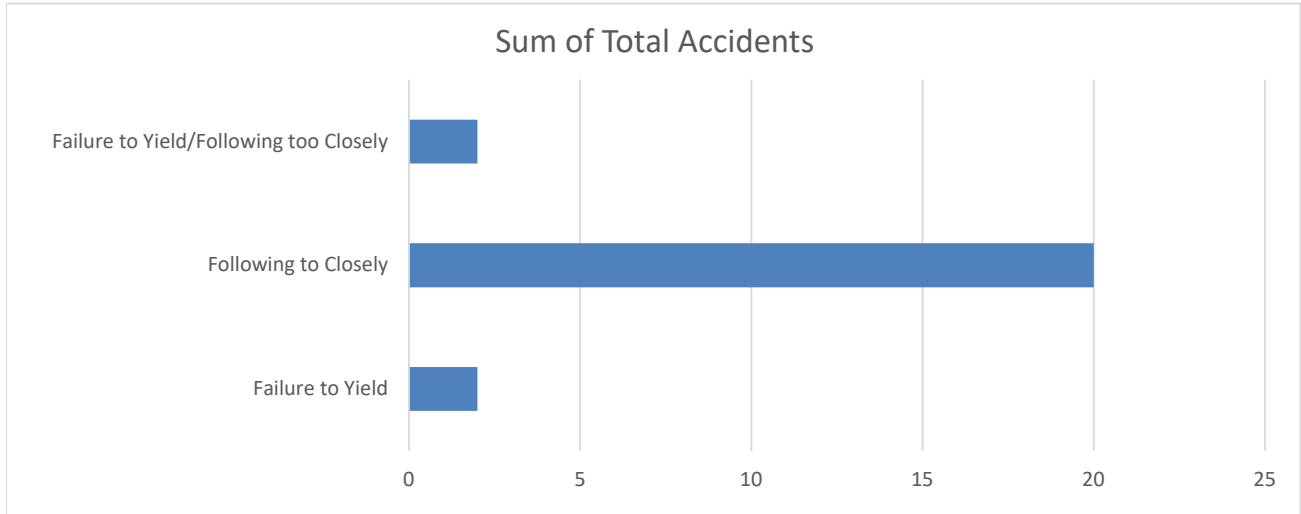
Top Accident Locations

Accident Location	Total Accidents	Primary Cause
32 & Gunther	6	Following too Closely
31 & 151	3	Following too Closely
32 & Wheeler	3	Following too Closely
32 & Spring Mill	2	Following too Closely
191 & East	2	Failure to Yield
31 & 38	2	Following too Closely
31 & 191	2	Following too Closely
31 & Greyhound Pass	2	Following too Closely
156 & Spring Mill	2	Failure to Yield
Tournament Trail & Wheeler	2	Failure to Yield/Following too Closely



Total Accidents by Primary Cause, based on Top Accident Locations

Primary Cause	Sum of Total Accidents
Failure to Yield	2
Following to Closely	20
Failure to Yield/Following too C	2



Community Events

- 2/1/25 Honor Guard Presentation of Colors
- 2/5/25 Active Shooter Incident Mgmt Course with local agencies
- 2/8/25 First Responders Day at WHS Basketball Game
- 2/22/25 Westfield Steel Visit
- 2/28/25 Congresswoman Spartz visits WPD for Officer Recognition

