



CITY OF WESTFIELD, IN
Board of Public Works Meeting Agenda

BOARD OR COMMISSION: Board of Public Works Meeting
MEETING DATE: Wednesday, July 23, 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

Nick Barbknecht, President | Mayor Appointed | 1-year term | 1/1/25-12/31/25
Chuck Lehman, Vice President | Mayor Appointed | 1-year term | 1/1/25-12/31/25
Mayor Scott Willis, Board Member | Mayor | 4-year term | 1/1/24-12/31/27

CHANGES TO AGENDA

OPENING OF REGULAR MEETING

Note the presence of a quorum

Approval of Minutes

APPROVAL OF MINUTES

Action Item #1:

- Approval of Minutes – June 25, 2025

CONTRACTS/AGREEMENTS

Action Item #2:

- Duke Energy Indiana, LLC & City of Westfield – Utility Reimbursement Agreement – Union Street

Action Item #3:

- Duke Energy Indiana, LLC & City of Westfield – Utility Reimbursement Agreement – SR 32

Action Item #4:

- Indianapolis Hebrew Congregation, Inc. & City of Westfield – Dedication of Public Right of Way

Action Item #5:

- Contract Award Recommendation- Residential Solid Waste, Yard Waste, Recycling Collection and Disposal

Action Item #6:

- City of Westfield & Downtown Westfield Community Development Corporation - Agreement - City's Performance of General Property Maintenance & Related Services on & for Real Properties Owned by the DWCDC

Action Item #7:

- Chatham Hills, LLP & City of Westfield - Dedication of Public Right of Way

Action Item #8:

- CCD Ackerson & City of Westfield – Road Impact Fee Agreement Amendment

Action Item #9:

- CivicPlus, LLC & City of Westfield – Master Service Agreement & Statement of Work Addendum

Action Item #10:

- BW Construction & City of Westfield – WFD Station 85 Project – DRAFT Build-Operate-Transfer Agreement

RESOLUTIONS

Action Item #11:

- A Resolution of the City of Westfield Board of Public Works & Safety Declaring Certain Personal Property to be Surplus & Authorizing Transfer Pursuant to Westfield Police Department General Order 26.1.2

PERMIT APPROVAL

CONSENT AGENDA

- July Bond Information

DEPARTMENT REPORTS

Fire

Police

Public Works

ADJOURNMENT



OPENING OF REGULAR MEETING

Note the presence of a quorum

Nick Barbknecht and Chuck Lehman were present to form a quorum. City Attorney, Kaitlin Glazier, was present, and Deputy Clerk, Kim Strang, attended virtually.

APPROVAL OF MINUTES

Action Item #1: Approval of Minutes – May 28, 2025

Motion to approve made by: Chuck Lehman
Seconded by: Nick Barbknecht
Vote: Yes-2; No-0. Motion carried.

PUBLIC HEARING

Regarding Contract to be Awarded for Residential Solid Waste, Yard Waste, Recycling Collection & Disposal Services for the City of Westfield

Kaitlin Glazier stated that this is a statutory requirement as part of the RFP process. The RFP for trash services was issued, and proposals were received. The board may make a decision at the meeting next month if you choose, and the public can come and submit comments on the contract to be awarded.

Public Hearing Open: 1:01 PM/No Comments
Public Hearing Closed: 1:02 PM

CONTRACTS/AGREEMENTS

Action Item #2: Downtown Westfield Community Development Corporation & City of Westfield – Use Agreement – Parking Lease Agreement

Lauren Wahl presented a use agreement with the Downtown Westfield Community Development Corporation (DWCDC or CDC). The CDC has a lease agreement with the property owner of four lots on the north side of Park Street. This allows the city to make improvements to those lots. This will include the demo of structures and then a gravel lot. Kaitlin Glazier stated the legal team had worked with Economic Development on this, and the agreement would be for the same time period as the lease agreement (2028) with the property owner. There will be no cost to the city, but the Department of Public Works employees will be demoing the buildings, doing asbestos testing, and constructing the parking lot.

Motion to approve made by: Chuck Lehman
Seconded by: Nick Barbknecht
Vote: Yes-2; No-0. Motion carried.

Action Item #3: C&E Farms, LLC & City of Westfield – Second Amendment to Development Agreement – Sundown Gardens & Westwood Wedding Venue

Michael Pearce gave the background of the original agreement, which was for the 186th and Spring Mill project. An agreement was made with Sundown Gardens due to the city needing ROA on the southwest corner and, instead of going through the acquisition process and getting an appraisal, and paying them for the land, they agreed the city could have the land in exchange for improvements and future conditions on the land. One of the conditions was that an entrance would be built when future development occurred. The Westwood Wedding Venue is being constructed on the south parcel, and they reached out to Sundown Gardens to ask that the entrance be located closer to the Westwood Wedding Venue location, rather than the location originally anticipated. This would move the entrance further away from the roundabout at 186th and Springmill and both parcels would have cross access. The city has agreed to pay for the cost of the construction of the entrance to the south. The reimbursement would satisfy a requirement of the development agreement. The city would agree to a cost estimate prior to construction.

Motion to approve made by: Chuck Lehman
Seconded by: Nick Barbknecht
Vote: Yes-2; No-0. Motion carried.

Action Item #4: Signing Authority – 169th & Oak Ridge Roundabout Design

Michael Pearce presented. This approves the signing authority for the design services for the proposed roundabout at 169th and Oak Ridge. The city applied and was rewarded state funding for this project through the MPO. We have a scope and fee with HNTB, who is the consultant for the project. The consulting agreement is being finalized. This is the signing authority giving John Nail the authority to sign the agreement for the preliminary design and engineering services, which will not exceed \$429,100. There will be an 80/20 split in construction costs and the targeted letting is 2028. John Nail believes that we were granted a little over \$2M, but he will verify the exact amount. Michael Pearce stated it was around \$2.5M, which almost covers the construction costs. John Nail stated that the typical cost to construct a RAB is \$300,000-\$400,000 depending on the type of funding received and the documentation that is required. The MPO grant will cover 80% of construction and inspection costs, but additional work is needed on the design side for environmental work to satisfy the grant.

Motion to approve made by: Chuck Lehman
Seconded by: Nick Barbknecht
Vote: Yes-2; No-0. Motion carried.

Action Item #5: Denison Parking, Inc. & City of Westfield – Parking Management Services Agreement

Matt Deck presented the parking management agreement with Denison Parking, Inc. The Union garage will open in July or early August. We are partnering with Union Garage to make sure the management of the city's first garage is handled with expertise. Denison was chosen for their experience, cost, and potentially assistance with our on-street parking. This agreement is only related to the parking spaces in the garage. John Nail relayed that they had been talking with Denison about assisting with the on-street parking and how it would be managed long term as downtown redevelops.

Motion to approve made by: Chuck Lehman
Seconded by: Nick Barbknecht
Vote: Yes-2; No-0. Motion carried.

Action Item #6: A&F Engineering & City of Westfield - Old 146th & Towne Road RAB Intersection Improvement– Construction Management/Inspection Scope of Work/Fee-Revised

Michael Pearce presented the inspection contract for the old 146th and Towne Rd RAB that will be starting later this year. This is for part-time inspection by A&F Engineering. Typically, the contracts are for an engineering firm to do full inspection services. On this project we will be supplementing with our in-house inspectors. There will be one or two city inspectors on the project for the day-to-day work. This contract is for A&F to provide a construction manager and project representative onsite to manage the project from a higher level. The contract is for \$169,490, which is a significant savings over if we contracted the whole project. John Nail noted that this project is hourly, not to exceed, so if there is less effort needed from A&F, due to our in-house inspection team being able to accomplish more onsite, then the contracted amount will be reduced. Chuck Lehman inquired why inspection services were needed. John gave explanations as to why the services were needed.

Motion to approve made by: Chuck Lehman
Seconded by: Nick Barbknecht
Vote: Yes-6; No-0. Motion carried.

CHANGE ORDERS

Action Item #7: Sikich.com & City of Westfield – Professional Services Master Agreement – Approval for Additional \$10,250 to Service Contract

Claire Gelinis presented the request for approval of an additional \$10,250 for services from Sikich for the Economic Developments CRM system build out. The original contract was with IT and was not presented to the BPW because it was under the threshold of just ordinary business. With this amendment, it exceeds the threshold and that is why it is before you today. Mr. Barbknecht asked what this helps manage. Ms. Gelinis stated the CRM system would help the Economic Development department manage the communication pipeline, keep track of leads and, if a team member is out of town, another member of the team can pick up the project where it was left off.

Motion to approve made by: Chuck Lehman
Seconded by: Nick Barbknecht
Vote: Yes-2; No-0. Motion carried.

Action Item #8: Signing Authority – 2025 Resurfacing – 199th Street Change Order

Michael Pearce presented the change order on the 2025 resurfacing contract for the amount of \$576,886.32 for work on 199th Street. The project is fueled by complaints received from several residents and conversations with administration about the conditions of the roadway. The roadway was evaluated, and the condition was very poor. The roadway had not been addressed prior to this due to the city not owning the entire roadway. Hamilton County Highway Department owns a portion and the city has reached out to discuss a plan to rectify the situation. Hamilton Co. has agreed to pay a portion of the cost. It remains as the city's project due to the city having a contractor doing other work and receiving favorable pricing. There was continued discussion about cost-sharing, future ownership of the roadway, and where the money is coming from to pay for the project.

Motion to approve made by: Chuck Lehman
Seconded by: Nick Barbknecht
Vote: Yes-2; No-0. Motion carried

CONSENT AGENDA

Motion to approve the Consent Agenda made by: Chuck Lehman
Seconded by: Nick Barbknecht
Vote: Yes- 2; No-0. Motion carried

IBeach Holding Partners, LLC (Westfield Collective) & City of Westfield – Road Impact Fee Installment Agreement

Ben's BBQ Shack & City of Westfield – Road Impact Fee Installment Agreement

June Bond Information

DEPARTMENT REPORTS

WFD May 2025 Report

Chief Gaylor gave a Fire Department update.

WPD May 2025 Report

Assistant Police Chief, Eric Grimes, gave a police department update.

WPWD Report

Jon Nail, Director of Public Works, gave an update on the projects happening throughout the city.

ADJOURNMENT

Chuck Lehman made the motion to adjourn. Seconded by Nick Barbknecht
Meeting Adjourned at: 1:51 PM

Deputy Clerk

President or Vice President

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>

UTILITY REIMBURSEMENT AGREEMENT
(OH Road To UG Road-- Cost Difference)
(City of Westfield – S Union & Roosevelt St)

THIS UTILITY REIMBURSEMENT AGREEMENT (the “Agreement”), made and effective this _____ day of _____, 20__ (the “Effective Date”), by and between **Duke Energy Indiana, LLC**, an Indiana limited liability company (“DEI”), and **City of Westfield**, in Indiana (hereinafter referred to as “the Local Government”). Hereinafter, DEI and the Local Government may be individually referred to as a “Party” and collectively as the “Parties.”

WITNESSETH:

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

WHEREAS, DEI has constructed and now operates and maintains certain overhead electric facilities upon and/or along **S Union St** in **Hamilton County, City of Westfield**, all of which are more particularly depicted or described on the attached Exhibit “A” (hereinafter referred to as “the Utility Facilities”); and

WHEREAS, the Local Government has requested that DEI relocate the Utility Facilities to an underground relocation area acquired by the Local Government, as depicted or described on Exhibit “A” (hereinafter referred to as “the Relocation Area”); and

WHEREAS, the Parties have determined that the Relocation Area is suitable, and DEI is willing to relocate the Utility Facilities to the Relocation Area; provided that the Local Government reimburses DEI for the difference between actual costs incurred by DEI to relocate the Utility Facilities in an underground manner and the estimated cost of relocating the Utility Facility Facilities in an overhead manner (“Incremental Costs”); and

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

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

SECTION I. DEI will relocate the Utility Facilities to said Relocation Area in a manner, as depicted or described on Exhibit "A" (hereinafter referred to as "the Work"). The preliminary estimate of Incremental Costs for the Work is as follows **\$509,593.94**, as shown on the attached Exhibit "B."

SECTION II. The Local Government shall reimburse DEI for the actual Incremental Costs incurred by DEI to perform the Work within forty five (45) days after receiving a written, itemized statement from DEI. DEI shall have the right to submit such statements for progress payments as the Work proceeds.

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

- (a) written notice has been given to DEI by the Local Government that (i) the Work has been authorized and funds are available to reimburse DEI, and (ii) all necessary public road right of way and, if needed, easement area, has been acquired for the Work,
- (b) the Local Government has denoted the public road right of way line in the area of the Work, by staked survey at not more than 100-foot intervals with station markings,
- (c) the Local Government has trimmed/removed all vegetation away from the public road right of way in the area of the Work, as reasonably determined by DEI, and
- (d) the Local Government and DEI have executed this Agreement.

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

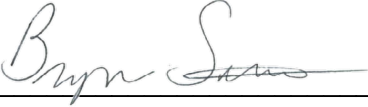
SECTION V. DEI shall indemnify and hold harmless the Local Government from and against any and all legal liabilities and other expenses, claims, costs, losses, suits or judgments for damages, or injuries to or death of persons or damage to or destruction of property arising out of the Project (hereafter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

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

[Signature page follows.]

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

DUKE ENERGY INDIANA, LLC

By: 
Printed Name: Brynn Streeter
Printed Title: Lead Engineering Technologist
Dated: May 5th, 2025

City of Westfield

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

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

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

Attest:

-Treasurer

CU Estimate Job Cost Summary Sorted by: Site, Employee Name

Estimate Request:	13986776	Design 54451203 - A for Work Request	Request Type:	JOB
Work Site:	TD-IN			
Master WO:	54451203	WP (Due 11/27) (REIMBURSABLE)		
Estimate Version:	16	CITY OF WESTFIELD @ UNION ST	Estimate Type:	DESIGN
Estimated On:	04/29/2025	At: 09:59:21 AM	By:	MAXADMIN

		Internal	External	Total
Labor Hours				
	Labor Hours - On Site:	1175.17		1175.17
	Labor Hours - Off Site:	0	0	0
	Total Labor Hours:	1175.17	0	1175.17
Costs				
	Labor Cost:	144434.16	0	144434.16
	Services Cost:		92650.63	92650.63
	Tools Cost:	0	0	0
	Total Labor, Services, & Tools Cost:	144434.16	92650.63	237084.79
	New Material Cost:	143604.32	0	143604.32
	Less Salvage:	0		0
	Total Material Cost:	143604.32	0	143604.32
	Total Overheads:			167151.39
	Total Gross Cost:			547840.5
	Less Applied Contributions:			0
	Less OH Design Costs:			38246.56
	Total Net Cost:			509593.94
	Plus Total Deferred Cost:			0
	Total Estimated Cost:			509593.94

Show Report Criteria

UTILITY REIMBURSEMENT AGREEMENT

(City of Westfield – SR 32 Reconstruction)

THIS AGREEMENT, made and effective this _____ day of _____, 20___, is by and between **Duke Energy Indiana, LLC**, an Indiana electric public utility corporation (hereinafter referred to as “DEI”), and **City of Westfield**, in Indiana (hereinafter referred to as “the Local Government”).

WITNESSETH:

WHEREAS, as an Indiana public utility, DEI has the right under Indiana law to construct, operate and maintain its utility facilities upon Indiana public road right of way including but not limited to, **SR 32** in **City of Westfield**, Indiana; and

WHEREAS, DEI has constructed and now operates and maintains certain electric line facilities upon and/or along **SR 32**, all of which are more particularly depicted or described on the attached Exhibit “A” (hereinafter referred to as “the Utility Facilities”); and

WHEREAS, the Local Government needs to make certain improvements to or within **SR 32**, and the Local Government and DEI have determined that the Utility Facilities will need to be relocated before this improvement can be made by the Local Government; and

[**WHEREAS**, the Local Government has or will acquire necessary public road right of way for the relocated Utility Facilities, which area DEI has determined is suitable and is hereinafter referred to as “said relocation area”; and] AND

[**WHEREAS**, the Local Government or DEI has acquired, or the Local Government or DEI will acquire, either at the expense of the Local Government, a relocation area which is not on public road right of way (including written easement rights to the relocation area which are reasonably acceptable to DEI), which area DEI has determined is suitable and is hereinafter referred to as “said relocation area”; and]

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

WHEREAS, DEI is willing to relocate the Utility Facilities to said relocation area; provided that the Local Government reimburses DEI for the costs incurred by DEI so to do; and

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

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

SECTION I. DEI will relocate the Utility Facilities to said relocation area, as depicted or described on Exhibit "A" (hereinafter referred to as "the Work"). The preliminary estimated cost thereof is **\$1,026,332.91** as shown on the attached Exhibit "B."

SECTION II. The Local Government shall reimburse DEI for the actual costs incurred by DEI to perform the Work within forty five (45) days after receiving a written, itemized statement from DEI. DEI shall have the right to submit such statements for progress payments as the Work proceeds.

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

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

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

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

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


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

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

[Signature page follows.]

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

DUKE ENERGY INDIANA, LLC

By: 
Printed Name: Brynn Streeter
Printed Title: Lead Engineering Technologist
Dated: 6/20/2025

City of Westfield

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

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

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

Attest:

-Treasurer



Date: **July 12, 2023**

Subject:

Utility Relocation Work Plan for:	Duke Energy
Facility Type:	Electric Distribution

Section 1: General Information

A. INDOT Project Information

1.	Des Number.:	1801731
2.	Route Number:	SR 32
3.	Location:	SR 32 from Poplar Street to East Street
4.	Work Type:	Reconstruction
5.	Letting Date:	3/31/2023
6.	Date Work Plan Needed:	8/29/2022
7.	Target Date for Utility to be out of conflict with INDOT Project:	3/15/2023
a	Intermediate Phase:	N/A
b	Intermediate Phase:	N/A

B. Utility Designated Contact – Information

1.	Designated Contact Name:	Zachary Bertrand
2.	Office telephone:	317-804-3878
3.	Mobile telephone:	N/A
4.	Email address:	Zachary.bertrand@duke-energy.com
5.	Agency name:	Duke Energy
6.	Address:	100 S Mill Creek Rd
7.	City, State, Zip Code:	Noblesville, IN 46062
8.	Construction Emergency Contact:	
	Name:	N/A
	Number:	N/A

**** For Outage and Damage Issues please contact 1-800-521-2232 ****

C. By signing here, the Utility has determined to the best of their ability that they do not have facilities within the project area:

Signature of Utility Representative

Print Name

Date

Note: A signature by the utility representative at item “(C)” fulfills the requirement to complete the rest of this form and affirms their contact information above is correct



D. INDOT Utility Coordinator Contact Information

1.	Utility Coordinator Name:	Aaron Day
2.	Office Telephone:	317-547-5880
3.	Mobile Telephone:	765-210-7409
4.	Email Address:	utilitycoordination@structurepoint.com
5.	Agency Name:	American Structurepoint, Inc.
6.	Address:	9025 River Rd
7.	City, State, Zip Code	Indianapolis, IN 46240

Section 2: A narrative description of the facility relocation that will be required. [IAC 13-3-3(c)]

A. Describe what types of existing active and inactive facilities are present.

There is an existing 12.47/7.2KV OH line on the south side of SR 32. The 12.47/7.2KV OH line crosses SR 32 to the north 230 Ft west of Westlea Drive. There is also a 120/240V UG line crossing SR 32 250 FT west of Westlea Drive and continues west.

On the east side of Mill Street there is a 12.47/7.2KV OH line that continues south. A span guy backs this line and crosses SR 32.

There is a 12.47/7.2KV OH line that crosses SR 32 170 FT east of Westlea Dr. This line continues north along customer property.

There is a 12.47/7.2KV OH line crossing SR 32 on the east side of Union Street that continues north and south. There are multiple 120/240V crossing SR 32 on the east and west sides of the intersection of SR 32 & Union Street.

There is a 120/240V OH line on the west side of Elm Alley that continues south to Vine Alley.

There is a 7.2KV OH line on the east side of Walnut Street that crosses SR 32 and continues north and south.

There is a 120/240V OH service crossing SR 32 north on the east side of Mulberry Alley.

There is a 12.47/7.2KV OH line crossing S Cherry St that continues south on the west side. There is also a 120/240V OH line that crosses SR 32 and continues north along N Cherry Street on the west side.

There is also a 12.47/7.2KV UG line crossing SR 32 120 FT east of the intersection of SR 32 & Cherry Street.

There is a 12.47/7.2KV OH line crossing SR 32 north along the west side of N East St. This crosses to the east and continues north along the east side of N East Street.

There is a 120/240V OH line crossing SR 32 170 FT east of the intersection of N East St & SR 32.

There is a 12.47/7.2KV OH line crossing SR 32 17 FT east of Gurley St.

There is a 120/240V OH line crossing SR 32 on the east side of Hillcrest Dr.



There is a 120/240V OH line crossing N East Street to the south side of Penn Street.

There is a 7.2KV OH line crossing N East Street to the north side of Hickory Aly.

Duke Energy is unable to confirm whether or not there are any underground, inactive Duke Energy facilities present. Regardless, any such inactive facilities should be considered abandoned in place, and therefore, subject to neither removal nor preservation by Duke Energy.

B. Describe the location of existing active and inactive facilities.

There is an existing 12.47/7.2KV OH line on the south side of SR 32. The 12.47/7.2KV OH line crosses SR 32 to the north 230 Ft west of Westlea Drive. There is also a 120/240V UG line crossing SR 32 250 FT west of Westlea Drive and continues west.

On the east side of Mill Street there is a 12.47/7.2KV OH line that continues south. A span guy backs this line and crosses SR 32.

There is a 12.47/7.2KV OH line that crosses SR 32 170 FT east of Westlea Dr. This line continues north along customer property.

There is a 12.47/7.2KV OH line crossing SR 32 on the east side of Union Street that continues north and south. There are multiple 120/240V crossing SR 32 on the east and west sides of the intersection of SR 32 & Union Street.

There is a 120/240V OH line on the west side of Elm Alley that continues south to Vine Alley.

There is a 7.2KV OH line on the east side of Walnut Street that crosses SR 32 and continues north and south.

There is a 120/240V OH service crossing SR 32 north on the east side of Mulberry Alley.

There is a 12.47/7.2KV OH line crossing S Cherry St that continues south on the west side. There is also a 120/240V OH line that crosses SR 32 and continues north along N Cherry Street on the west side.

There is also a 12.47/7.2KV UG line crossing SR 32 120 FT east of the intersection of SR 32 & Cherry Street.

There is a 12.47/7.2KV OH line crossing SR 32 north along the west side of N East St. This crosses to the east and continues north along the east side of N East Street.

There is a 120/240V OH line crossing SR 32 170 FT east of the intersection of N East St & SR 32.

There is a 12.47/7.2KV OH line crossing SR 32 17 FT east of Gurley St.

There is a 120/240V OH line crossing SR 32 on the east side of Hillcrest Dr.

There is a 120/240V OH line crossing N East Street to the south side of Penn Street.

There is a 7.2KV OH line crossing N East Street to the north side of Hickory Aly.



Duke Energy is unable to confirm whether or not there are any underground, inactive Duke Energy facilities present. Regardless, any such inactive facilities should be considered abandoned in place, and therefore, subject to neither removal nor preservation by Duke Energy.

C. Describe what will be done with existing active and inactive facilities.

The 12.47/7.2KV OH line crossing SR 32 to the north 230 FT west of Westlea Drive will be converted to underground. The 120/240V UG line will be abandoned, and a new line will be installed.

Poles along the south side of SR 32 will be relocated out of construction limits to 100 FT east of Mill Street. A new 12.47/7.2KV UG line will be installed crossing Mill Street and continue south OH along the east side of Mill Street.

A new 120/240V OH line will be installed crossing SR 32 on the east side of Hillcrest Drive.

A new 12.47/7.2KV OH pole line will be installed on the east side on N East Street that will continue north to existing pole line. 120/240V OH lines will cross N East Street between SR 32 and Penn Street.

A new pole will be installed 13 FT south of pole 079-633.
Poles east of Gurley Street, on the north side of SR 32 will be relocated.

The pole line on the east side of N East Street will be relocated until Sycamore Street.

The following locations will be reimbursable to Duke:

A new 12.47/7.2KV UG line will be installed on the south side of SR 32 and cross to the north side of SR 32 at Mill St. The UG line will continue following the north side of SR 32 and cross to the south side 60 FT west of N Union St. This line will continue east on the south side of SR 32 until approximately 90 FT west of Gurley St.

A new 12.47/7.2KV UG line will be installed on the SE corner of Mill St & SR 32, cross SR 32 and continue east to the proposed Duke easement approximately 180 FT east of the intersection.

A new 12.47/7.2KV UG line will be installed on the north side of SR 32 from the proposed Duke easement to the NW corner of Union & SR 32. The line will cross SR 32 approximately 60 FT west of N Union St from the NW corner of the intersection of SR 32 & Union St to the SW corner. The line will then cross S Union St and continue south to a new pole. The existing overhead line that continues south will remain.

A new 120/240V UG line will be installed crossing SR 32 on the west side of Elm Alley. This line will continue west on the north side of SR 32 to existing demand points.

A new 120/240V UG line will also be installed on the south side of SR 32 and will run on the west side of Elm Alley to existing pole 084-176. No changes will be made to existing OH lines.

A new 7.2KV UG line will be installed around the northwest corner of the intersection of N Union Street & SR 32 to a new pole on the west side of N Union Street.

A new 7.2KV UG line will be installed on the south side of SR 32 beginning approximately 130 FT west of the intersection of SR 32 & Walnut St. This line will continue to the SW corner of the intersection and cross SR 32 north to the east side of Walnut St.

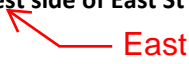


A new 7.2KV UG line will be installed on the south side of SR 32 beginning approximately 130 FT west of the intersection of ST 32 & Walnut St. This line will cross S Walnut St and continue south to a new pole on the east side of S Walnut St.

A new 7.2KV UG line will be installed under SR 32 200 FT east of Walnut Street to a new pole on the east side of N Mulberry Alley.

A new 120/240V UG line will be installed crossing SR 32 to an existing pole on the west side of N Cherry Street. The existing OH line will remain in place.

A new 12.47/7.2KV UG line will be installed under SR 32 150 FT east of Cherry Street to an existing pad transformer north. The existing UG line will be abandoned in place.

A new 12.47/7.2KV UG line will be installed under SR 32 beginning on the south side of SR 32 approximately 130 FT west of the intersection of SR 32 & East St. The line will cross SR 32 and follow the ROW along the northwest corner of the intersection of SR 32 & East St. The line will cross East St and continue to a new pole on the west side of East St approximately 208 FT south of the intersection of East St & Penn St. 

A new 12.47/7.2KV UG line will be installed on the west side of S Cherry Street to proposed pole HMI-39839. The existing OH line will remain in place south of this pole.

A new 120/240V UG line will be installed crossing SR 32 approximately 45 FT west of the intersection of SR 32 & Gurley St. The line will run from proposed pole HMI-36625 to proposed pole P171.

Duke Energy is unable to confirm whether or not there are any underground, inactive Duke Energy facilities present. Regardless, any such inactive facilities should be considered abandoned in place, and therefore, subject to neither removal nor preservation by Duke Energy.

See Exhibit A for more information.

PLEASE REFER TO THE OSHA WEBSITE FOR ALL CLEARANCE REQUIREMENTS BASED ON THE VOLTAGE OF OUR LINES LISTED ABOVE.

http://www.osha.gov/pls/oshaweb/owadisp.show_document?p_table=STANDARDS&p_id=19

WARNING: ANY ORANGE OR YELLOW COVER-UP THAT DUKE ENERGY WOULD PLACE ON THE DISTRIBUTION LINE WOULD BE FOR VISUAL IDENTIFICATION ONLY AND WILL NOT PROTECT AGAINST THE TRAVEL OF ELECTRICITY, THEREFORE ALL WIRES WOULD BE CONSIDERED BARE, UNINSULATED, AND ENERGIZED AT ALL TIMES.

IF THE CONTRACTOR WOULD LIKE VISUAL COVER INSTALLED ON THE DISTRIBUTION WIRES, THEY WILL NEED TO CONTACT THE DUKE ENERGY CALL CENTER FOR SCHEDULING AT 1.800.521.2232, MONDAY THROUGH FRIDAY FROM 7A TO 7P OR ON SATURDAY FROM 8A TO 1P.

D. Describe the details of the proposed new facilities.

The 12.47/7.2KV OH line crossing SR 32 to the north 230 FT west of Westlea Drive will be converted to underground. The 120/240V UG line will be abandoned, and a new line will be installed.

Poles along the south side of SR 32 will be relocated out of construction limits to 100 FT east of Mill



Street. A new 12.47/7.2KV UG line will be installed crossing Mill Street and continue south OH along the east side of Mill Street.

A new 120/240V OH line will be installed crossing SR 32 on the east side of Hillcrest Drive.

A new 12.47/7.2KV OH pole line will be installed on the east side on N East Street that will continue north to existing pole line. 120/240V OH lines will cross N East Street between SR 32 and Penn Street.

A new pole will be installed 13 FT south of pole 079-633.
Poles east of Gurley Street, on the north side of SR 32 will be relocated.

The pole line on the east side of N East Street will be relocated until Sycamore Street.

The following locations will be reimbursable to Duke:

A new 12.47/7.2KV UG line will be installed on the south side of SR 32 and cross to the north side of SR 32 at Mill St. The UG line will continue following the north side of SR 32 and cross to the south side 60 FT west of N Union St. This line will continue east on the south side of SR 32 until approximately 90 FT west of Gurley St.

A new 12.47/7.2KV UG line will be installed on the SE corner of Mill St & SR 32, cross SR 32 and continue east to the proposed Duke easement approximately 180 FT east of the intersection.

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E. Describe the proposed location of the new facilities.

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See Exhibit A for more information.



F. By signing here, the Utility has determined to the best of their ability that they have facilities within the project area and the facilities are not in conflict with the project based upon the plans received on **4/29/2022**.

Signature of Utility Representative

Print Name

Date

Note: A signature by the utility representative at item “(F)” fulfills the requirement to complete the rest of this form and affirms their contact information above is correct.

Section 3: A statement whether the facility relocation is or is not dependent on the acquisition of additional property interests with a description of that work. [IAC 13-3-3(c) (2) (B)]

- (A) Duke Energy must have acquired all ROW, RR, State or Federal permits before relocation construction begins.**
- (B) Duke Energy must have acquired all private “possessory rights” needed for the approved relocation plan before relocation construction begins.**
- (C) Duke Energy will be acquiring easements for the said project.**

Section 4: A statement whether the utility is or is not willing to allow the INDOT contractor to do the required work as part of the highway contract. [IAC 13-3-3(c) (3)]

Duke Energy Indiana is not willing to have a INDOT contractor perform the required relocation.



Section 5: From the date the work plan is approved by both parties; please provide the Utility’s pre-construction scheduling information. [IAC 13-3-3(c) (4), IAC 13-3-3(c) (5)]

A.	The expected lead time in calendar days to obtain required permits:	60 Days
B.	The expected lead time in calendar days to obtain materials:	220 Days
C.	The expected lead time in calendar days to schedule work crews (Scheduling is not included within the Pre-Construction Activity time line below):	60 Days (Minimum)
D.	If the contractor is being selected by competitive bid what is the date of selection?	Not Applicable
E.	The expected lead time in calendar days to obtain new property interests:	INDOT to obtain all ROW
F.	The earliest date when the utility could begin to implement the pre-construction activities of the work plan:	Material Reservation Contingent on Work Plan Approval. Scheduling Contingent on Notice to Proceed
G.	The total number of calendar days for pre-construction activities (accounting for concurrent activities) and not including Scheduling of Construction crews:	220 Days

Section 6: The Utility Construction Scheduling Information. [IAC 13-3-3(c) (4), IAC 13-3-3(c) (5)]

- A. A statement whether the facility relocation is or is not dependent on work to be done by another utility with a description of that work. [IAC 13-3-3(c)(2)(A)(i)]

The removal of Duke Energy's pole(s) is dependent upon the removal of attachers to our poles. The attachers must remove their facilities before the existing poles can be removed. The existing attachers to our poles on this project are:

1. **Comcast Cable (Cable TV)**
2. **Windstream KDL (Fiber)**
3. **Frontier (Telecommunications)**
4. **Level 3 (Fiber)**
5. **Metro Fibernet LLC (Fiber)**

If the existing attacher is transferring their facilities to our new poles, the existing attacher’s construction schedule may begin only after Duke Energy’s relocation construction is completed. Duke Energy has no control over the start date or finish date for attachers vacating our existing poles.

- B. A statement whether the facility relocation is or is not dependent on work to be done by INDOT or the INDOT’s contractor with a description of that work. [IAC 13-3-3(c)(2)(A)(ii)]

Work item A

INDOT will give written notice to Duke Energy that all “possessory rights” have been acquired for the entire length of the approved work plan area before relocation construction begins.

Work item B

INDOT will work closely with Duke Energy to safely clear all trees, shrubs and structures (from sky to ground) at INDOT’s cost, for the entire length of the approved relocation plan area, including areas sufficiently beyond the construction limits to accommodate the approved relocation work plan before relocation construction begins.



Work item C

INDOT will notify Duke Energy after staking (A or B):

A. INDOT ROW limits every 100 ft with station identification before relocation construction begins. DUKE ENERGY WILL NEED THE ROW STAKED FROM THE EAST END TO WEST END ALONG NORTH AND SOUTH SIDES OF SR 32. DUKE ENERGY WILL ALSO NEED THE ROW STAKED ALONG EAST AND WEST SIDES OF N EAST STREET FROM SR 32 TO SYCAMORE STREET. DUKE ENERGY WILL ALSO NEED THE PROPOSED STORM SYSTEM STAKED ALONG N EAST STREET TO MINIMIZE FUTURE FACILITY CONFLICT. DUKE ENERGY WILL ALSO NEED PROPOSED STORM SYSTEM TO BE STAKED EVERY 50' WITH DEPTHS OF PROPOSED STRUCTURES.

~~**B. Station and offset identification provided by Duke Energy for each Duke Energy facility before location construction begins.**~~

Work item D

INDOT will provide signed copies of all reimbursement agreements before Relocation construction begins.

Work item E

INDOT will provide Duke Energy a "Signed" work plan on or before as the ready for contracts date.

Work item F

INDOT will provide Duke Energy a "Letter to Proceed" on or before the ready for contracts date but no event later than the required pre-construction lead time prescribed in Sections 5 F & G.

In the event that Duke Energy Indiana decides to hold, protect or guard its installed facilities before, after or during relocation construction, for the safe installation of another facility or utility, Duke Energy Indiana will notify INDOT immediately. Because time is of the essence, INDOT and Duke Energy Indiana agree to work together to minimize costs and delays for all parties involved, and Duke Energy Indiana agrees to not proceed until an agreement is reached with INDOT regarding reimbursement of Duke Energy Indiana's costs for holding protecting or guarding its facilities.

- C. How many calendar days after the events identified in Sec 6 A and B are completed can the utility begin construction:

Absent an agreement expediting the work between INDOT and Duke Energy Indiana, the earliest date when Duke Energy Indiana could begin construction.

- 1.) If INDOT ROW staking and clearing is contained in INDOT's construction contract, Duke Energy Indiana will begin construction within 60 days after Duke Energy Indiana has received from INDOT both a "Notice to Proceed" (confirming the staking and clearing has been completed) and a fully executed Work Plan.

If INDOT ROW staking and clearing is let as a separate contract, Duke Energy Indiana will begin construction within 60 days after Duke Energy Indiana has received from INDOT both a "Notice to Proceed" (confirming the staking and clearing has been completed) and a fully executed Work Plan.

If at any time within 120 days from the most current published letting date, INDOT changes the letting date by more than fourteen (14) days, Duke Energy Indiana reserves the right upon written notice sent by mail to INDOT, to provide to INDOT a revised work plan within 60 days from the date Duke Energy Indiana is notified of the change.



D. The number of calendar days to complete the relocation work: **300 Days**

Section 7: A drawing of sufficient detail with station, offset, elevations, and scale to show the proposed location of the facility relocation, which takes precedence over the narrative description of the work. [IAC 13-3-3(c) (6)].

See Attachment A.

Section 8: For each work plan the utility shall include a cost estimate for the facility relocation. For reimbursable work the estimate will identify betterment and salvage, which is not reimbursable. [IAC 13-3-3(d)]

**An Estimate will be provided for Reimbursable Projects only per IAC Rule.
Please see Exhibit B for more information.**

Section 9: For work the utility is entitled to be compensated by the Department, the work plan shall include documentation of property interests and compensable land rights. [IAC 13-3-3(d)]

Not Applicable.

Section 10: The implementation of this approved work plan is dependent upon the issuance of: (a notice to proceed will be provided when items in Section 6 are accomplished)

Items Completed	Yes	Not Applicable
An executed reimbursement agreement with INDOT:	<input checked="" type="checkbox"/>	<input type="checkbox"/>
A relocation permit from INDOT:	<input checked="" type="checkbox"/>	<input type="checkbox"/>

(Note: Double-click on box in Yes or NA to mark it with an "X")

Zachary Bertrand
Submitter Signature

7/12/2023
Date

Zachary Bertrand
Submitter Name Printed



INDOT use only below this point ----- INDOT use only below this point

The following sections are to be used by INDOT personnel to review the utility relocation work plan.

Section 11: The Department shall review the work plan to ensure that it: [IAC 13-3-3(e)]

Description	Yes	No	Initials
(1.a) is compatible with department permit requirements	<input checked="" type="checkbox"/>	<input type="checkbox"/>	ACD
(1.b) is compatible with the project plans	<input checked="" type="checkbox"/>	<input type="checkbox"/>	ACD
(1.c) is compatible with the construction schedule	<input checked="" type="checkbox"/>	<input type="checkbox"/>	ACD
(1.d) is compatible with other utility relocation work plans	<input checked="" type="checkbox"/>	<input type="checkbox"/>	ACD
(2.a) has reasonable relocation scheme	<input checked="" type="checkbox"/>	<input type="checkbox"/>	ACD
(2.b) has a reasonable cost for compensable work	<input checked="" type="checkbox"/>	<input type="checkbox"/>	ACD

(Note: Double-click on box under Yes or No to mark it with an "X")

Comments on any sections (1.a – 2.b) that were marked No:



 Reviewer Signature

04/04/2024


 Date

Aaron Day

 Reviewer Name Printed

Section 12: Approved Work Plan. [IAC 13-3-3(f)]

I have reviewed the work plan and found it acceptable.



 Project Manager Signature

7-9-2024

 Date

Johnathon Nail

 Project Manager Name Printed



Upstream Protection

BREAKER AT SUB: WESTFIELD (377) (12.47/7.2kV)
654 Daniel Ct Westfield, IN 46074



Safety Reminders / Adverse Conditions

Remember "Your Circle of Safety"
ALL LOCATIONS TRUCK ACCESSIBLE



REMEMBER: Work zone area conditions may have changed for this job. Everyone is responsible for verifying the safety information is correct prior to any work being performed each day.

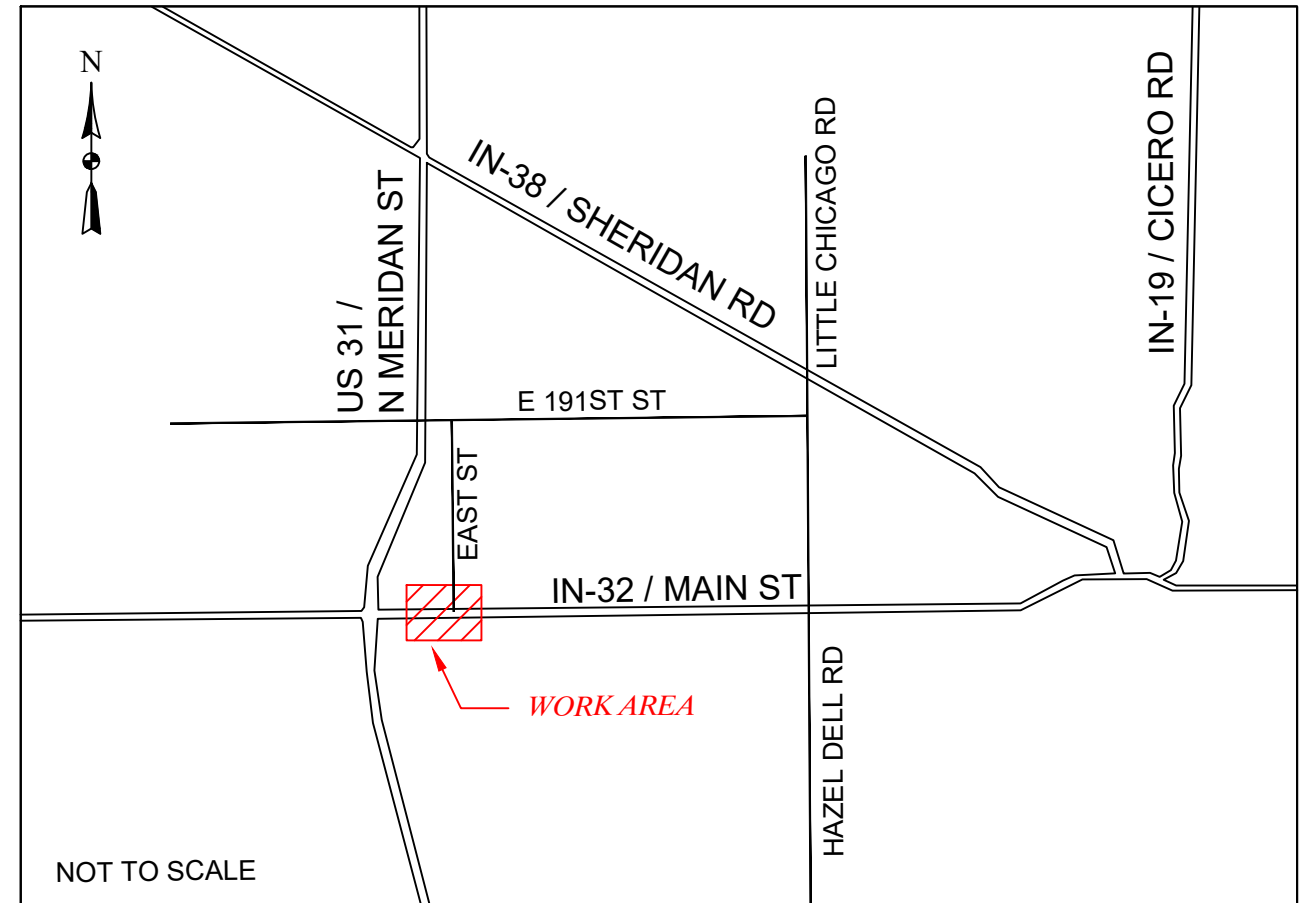
Other Project Notes

TRAFFIC FLAGGING REQUIRED
CONTRACTOR TO FIELD VERIFY ALL EXISTING UTILITY LOCATIONS, INVERTS, AND GRADES PRIOR TO CONSTRUCTION

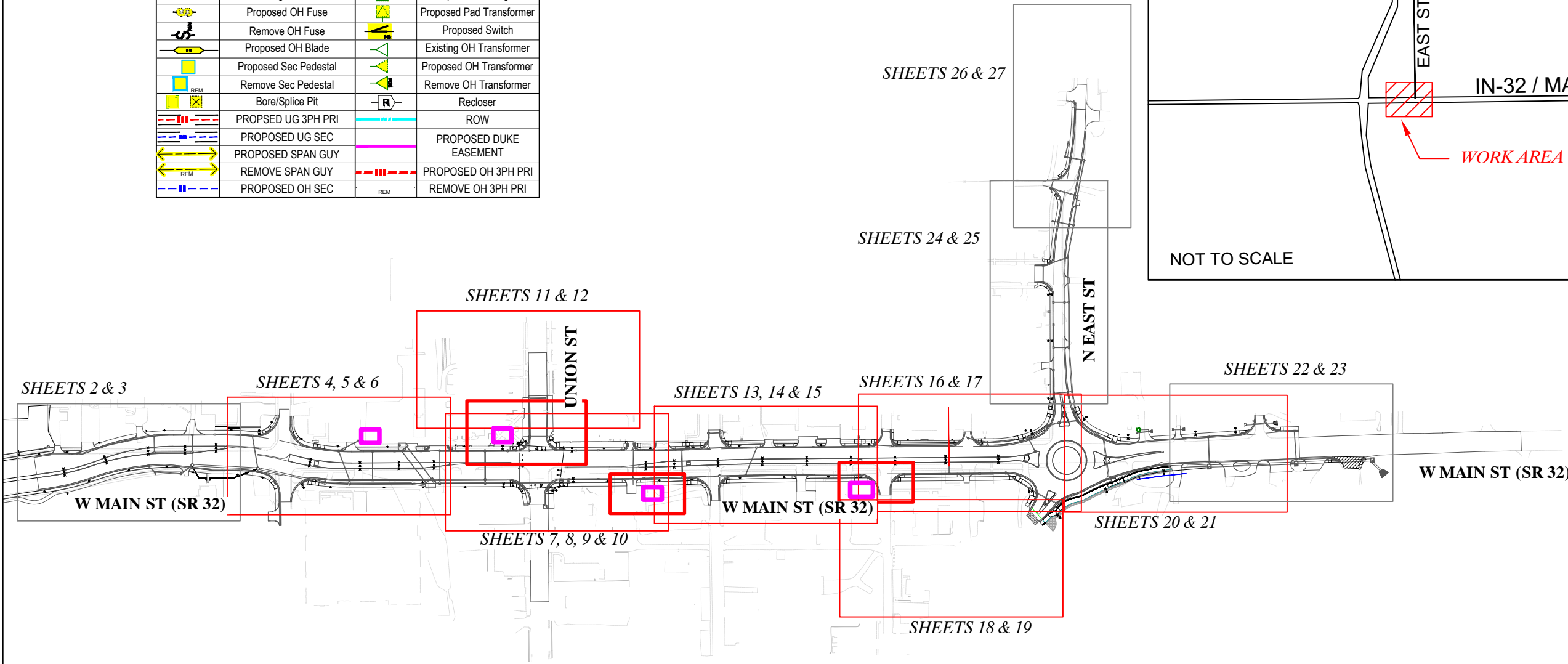
SR 32 (MAIN ST) RECONSTRUCTION
DES# 1801731
REIMBURSABLE WO#42580676 :: SHEETS 4-22
NON-REIMBURSABLE WO#45453029 :: SHEETS 2-3 & 22-27
STANDARDS :: SHEETS 28-35

DUKE ENERGY EXHIBIT A CONSTRUCTION PRINTS

UG FACILITIES AND EASEMENTS SHOWN ARE CURRENTLY PROPOSED. IF DUKE IS UNABLE TO SECURE AN EASEMENT AS PLANNED, DESIGN WILL NEED TO BE UPDATED ACCORDINGLY.



Extended Legend			
	Existing OH Fuse		Proposed Switchgear
	Proposed OH Fuse		Proposed Pad Transformer
	Remove OH Fuse		Proposed Switch
	Proposed OH Blade		Existing OH Transformer
	Proposed Sec Pedestal		Proposed OH Transformer
	Remove Sec Pedestal		Remove OH Transformer
	Bore/Splice Pit		Recloser
	PROPOSED UG 3PH PRI		ROW
	PROPOSED UG SEC		PROPOSED DUKE EASEMENT
	PROPOSED SPAN GUY		PROPOSED OH 3PH PRI
	REMOVE SPAN GUY		REMOVE OH 3PH PRI
	PROPOSED OH SEC		



General Information	
INDOT DES #	1801731
SR 32 (MAIN ST) RECONSTRUCTION	
ROAD RECONSTRUCTION	
CITY OF WESTFIELD	
HAMILTON COUNTY, IN	
WASHINGTON TOWNSHIP	

Work Order Information		
Distribution Reimbursable		
Emax #	Project Code	OU / Center
42580676	MX2580676	V542/S429
Distribution Non- Reimbursable		
Emax #	Project Code	OU / Center
45453029	MX5453029	V542/S429

Circuit Information	
Distribution	
WESTFIELD (370) 1277	
Transmission	
N/A	
N/A	

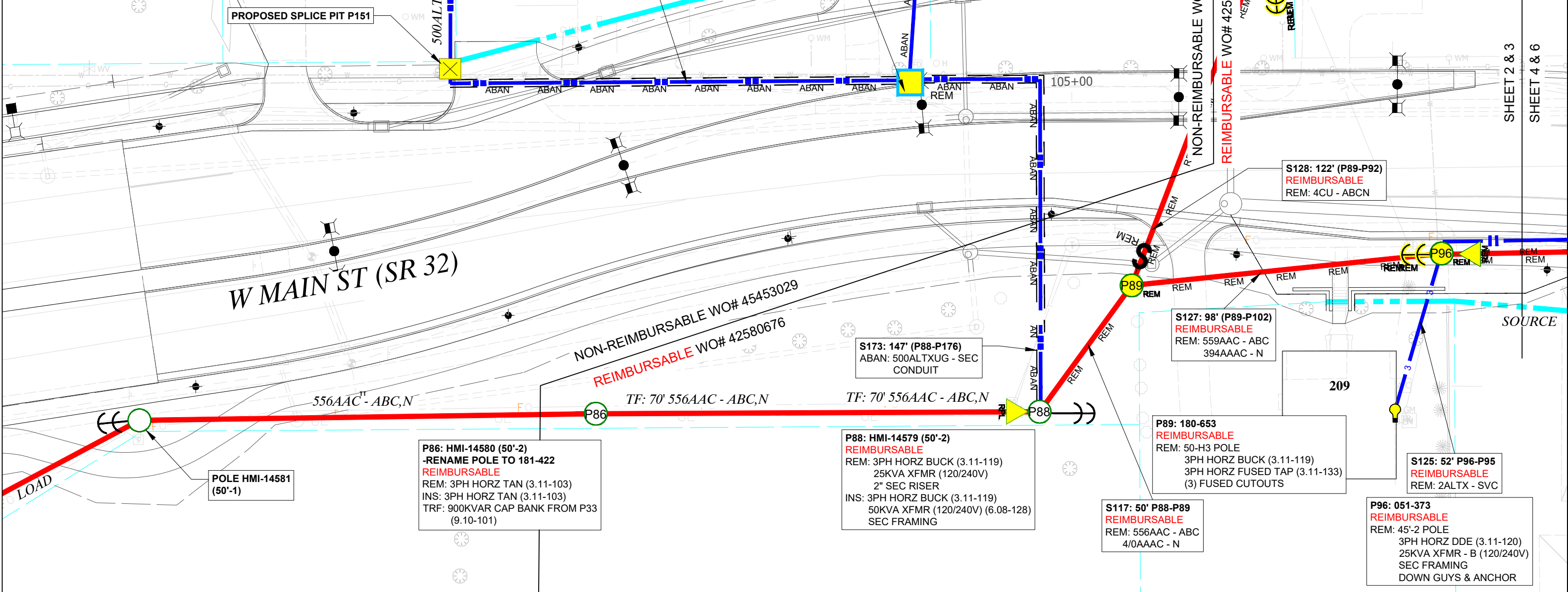
Duke Energy Legend			
	Existing Duke Pole		Existing Distribution Line
	Proposed Duke Pole		Existing Secondary Line
	Remove Duke Pole		Existing Overhead Light
	Existing Foreign Pole		Proposed Overhead Light
	Proposed Downguy		Remove Overhead Light
	Existing Downguy		Demand Point

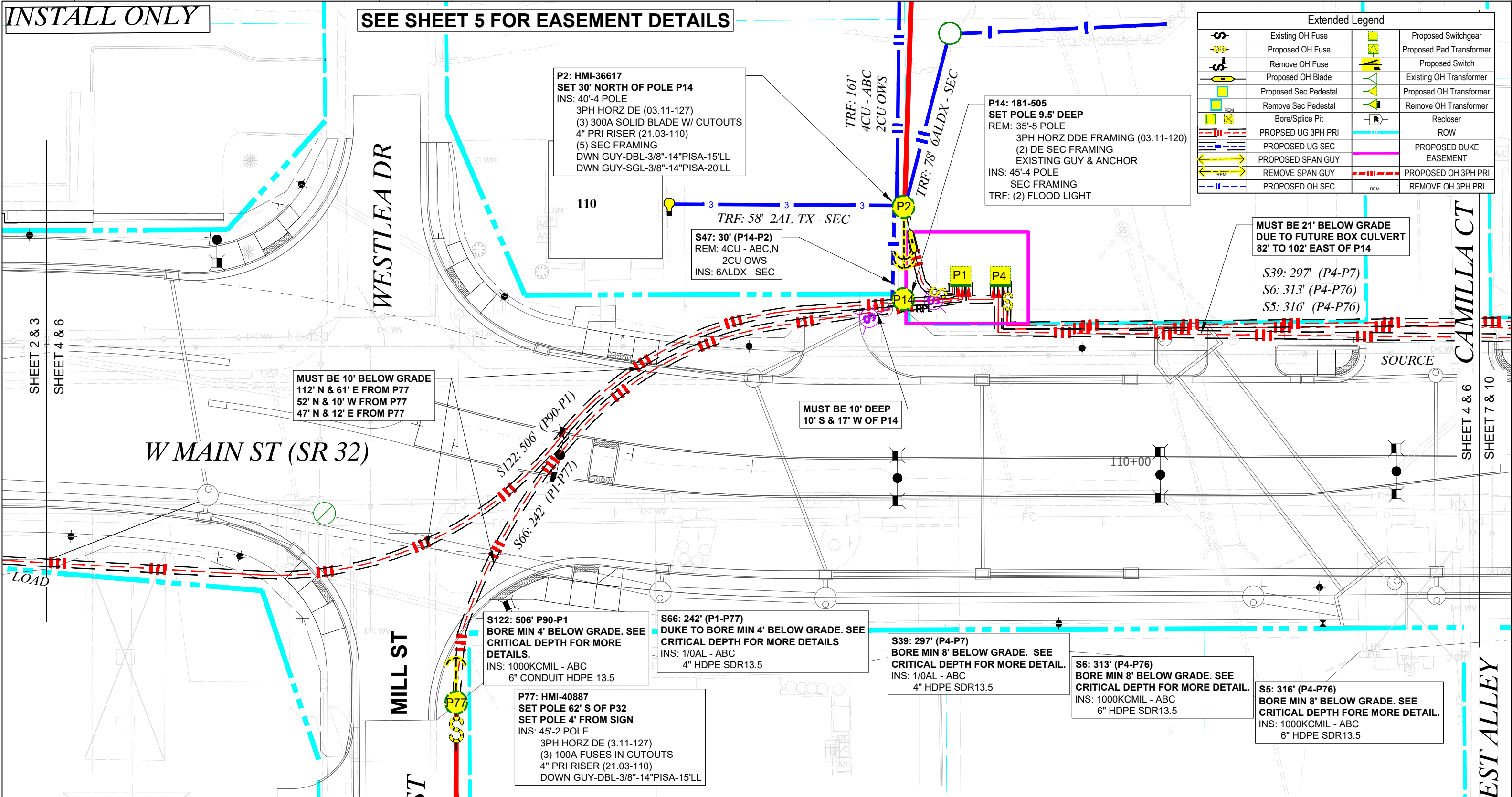


INDEX	12.47 kV DISTRIBUTION LINES		
DETAIL	SR 32 (MAIN ST) RECONSTRUCTION		
DATE	7/9/2024	LOCATION	39.412382°, -87.387962°
DRAWN	Zachary Bertrand	PHONE	(317) 804-3878
ELECTRIC TRANSMISSION & DISTRIBUTION LINE ENGINEERING	APPROVAL SIGNATURE	DWG NO	SHEET 1 OF 35

REMOVE ONLY

Extended Legend			
	Existing OH Fuse		Proposed Switchgear
	Proposed OH Fuse		Proposed Pad Transformer
	Remove OH Fuse		Proposed Switch
	Proposed OH Blade		Existing OH Transformer
	Proposed Sec Pedestal		Proposed OH Transformer
	Remove Sec Pedestal		Remove OH Transformer
	Bore/Splice Pit		Recloser
	PROPOSED UG 3PH PRI		ROW
	PROPOSED UG SEC		PROPOSED DUKE EASEMENT
	PROPOSED SPAN GUY		PROPOSED OH 3PH PRI
	REMOVE SPAN GUY		REMOVE OH 3PH PRI
	PROPOSED OH SEC		





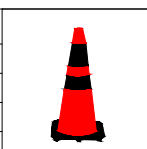
Extended Legend			
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	Proposed OH Fuse		Proposed Pad Transformer
	Remove OH Fuse		Proposed Switch
	Proposed OH Blade		Existing OH Transformer
	Proposed Sec Pedestal		Proposed OH Transformer
	Remove Sec Pedestal		Remove OH Transformer
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	PROPOSED UG SEC		PROPOSED DUKE EASEMENT
	PROPOSED SPAN GUY		PROPOSED OH 3PH PRI
	REMOVE SPAN GUY		REMOVE OH 3PH PRI
	PROPOSED OH SEC		



Upstream Protection
 BREAKER AT SUB: WESTFIELD (377) (12.47/7.2kV)
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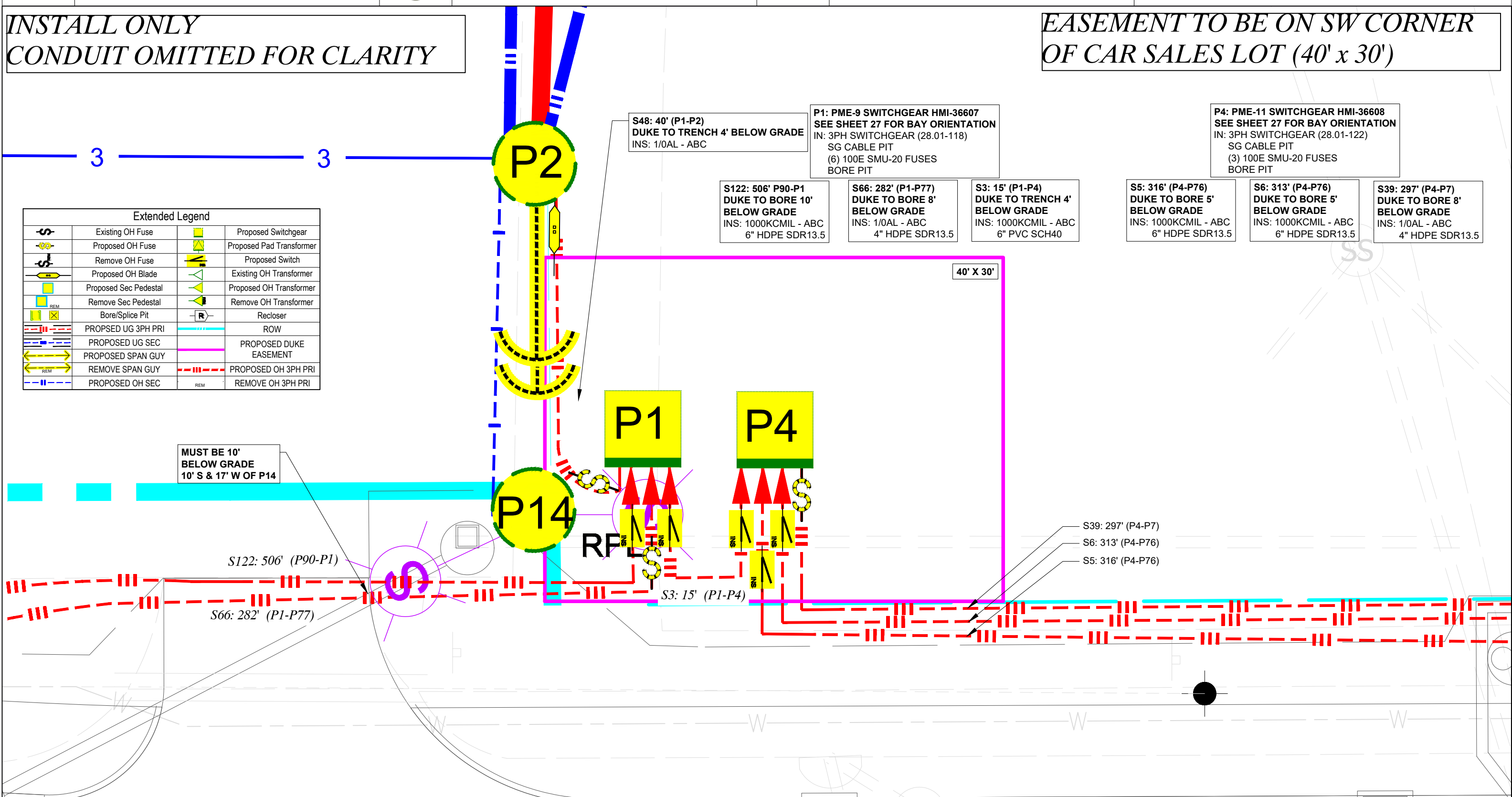
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Other Project Notes
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 CONTRACTOR TO FIELD VERIFY ALL EXISTING UTILITY LOCATIONS, INVERTS, AND GRADES PRIOR TO CONSTRUCTION

INSTALL ONLY
CONDUIT OMITTED FOR CLARITY

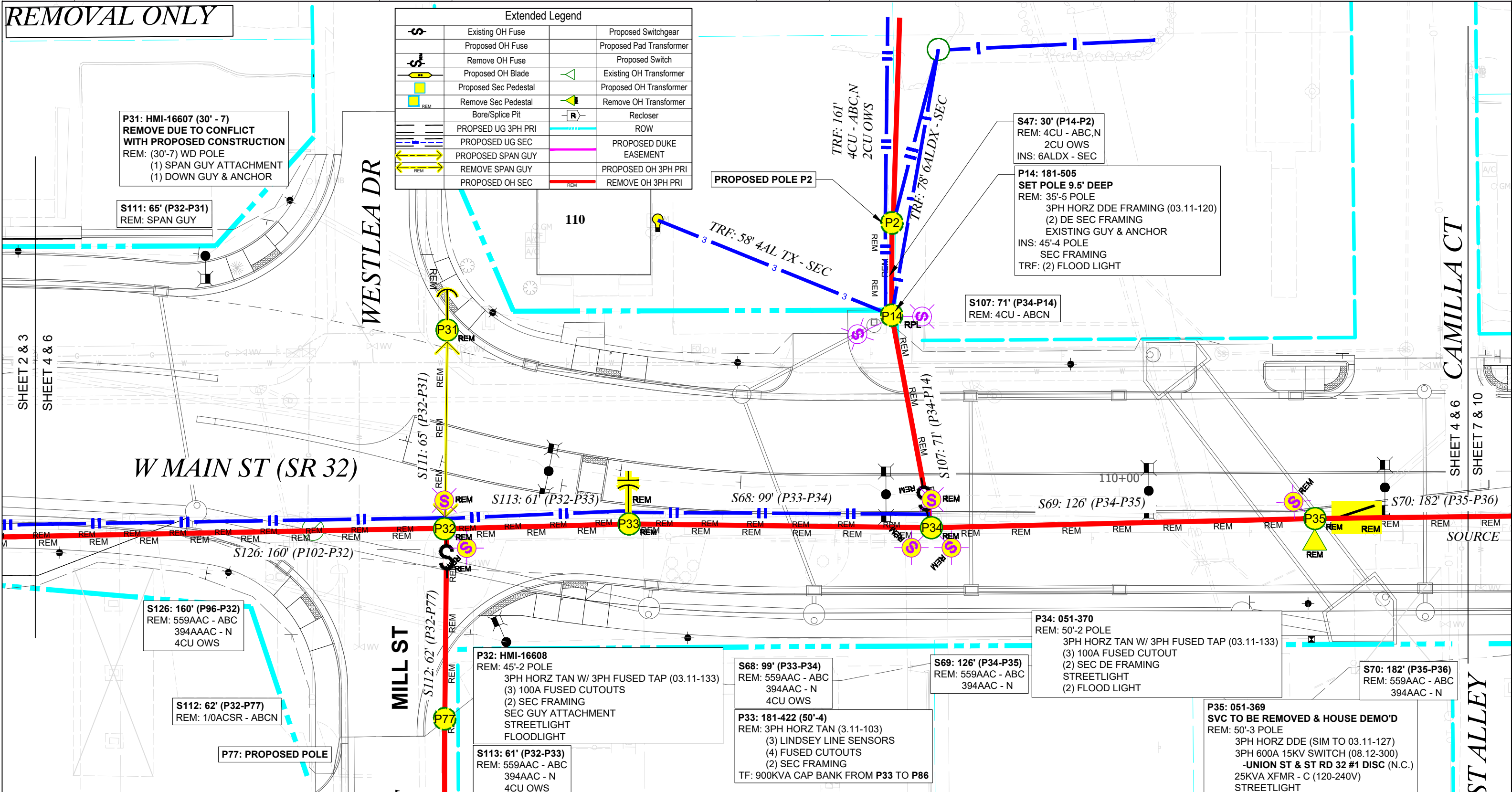
EASEMENT TO BE ON SW CORNER OF CAR SALES LOT (40' x 30')

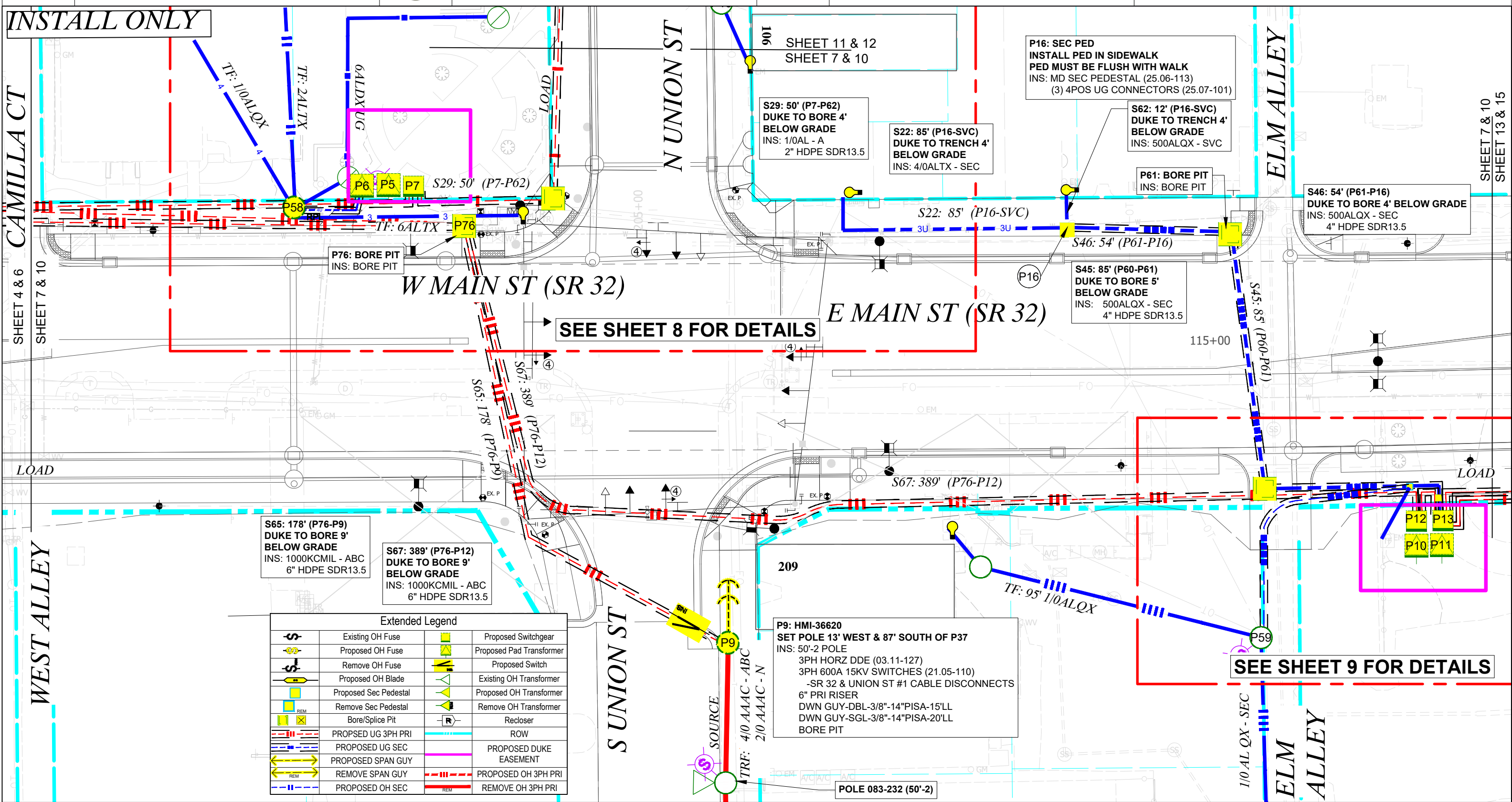
Extended Legend			
	Existing OH Fuse		Proposed Switchgear
	Proposed OH Fuse		Proposed Pad Transformer
	Remove OH Fuse		Proposed Switch
	Proposed OH Blade		Existing OH Transformer
	Proposed Sec Pedestal		Proposed OH Transformer
	Remove Sec Pedestal		Remove OH Transformer
	Bore/Splice Pit		Recloser
	PROPOSED UG 3PH PRI		ROW
	PROPOSED UG SEC		PROPOSED DUKE EASEMENT
	PROPOSED SPAN GUY		PROPOSED OH 3PH PRI
	REMOVE SPAN GUY		REMOVE OH 3PH PRI
	PROPOSED OH SEC		REMOVE OH 3PH PRI



 N	General Information INDOT DES # 1801731 SR 32 (MAIN ST) RECONSTRUCTION ROAD RECONSTRUCTION CITY OF WESTFIELD HAMILTON COUNTY, IN WASHINGTON TOWNSHIP		Work Order Information Distribution Reimbursable Emax # 42580676 Project Code MX2580676 OU / Center V542/S429 Distribution Non-Reimbursable Emax # 45453029 Project Code MX5453029 OU / Center V542/S429		Circuit Information Distribution WESTFIELD (370) 1277 Transmission N/A N/A		Duke Energy Legend Existing Duke Pole Proposed Duke Pole Remove Duke Pole Existing Foreign Pole Proposed Downguy Existing Downguy Existing Distribution Line Existing Secondary Line Existing Overhead Light Proposed Overhead Light Remove Overhead Light Demand Point		 Know what's below. Call before you dig.	DUKE ENERGY DATE 7/9/2024 DRAWN Zachary Bertrand ELECTRIC TRANSMISSION & DISTRIBUTION LINE ENGINEERING		INDEX 12.47 kV DISTRIBUTION LINES DETAIL SR 32 (MAIN ST) RECONSTRUCTION LOCATION 39.412382°, -87.387962° PHONE (317) 804-3878 APPROVAL SIGNATURE DWG NO SHEET 5 OF 35	
	SHEET 5 OF 35 Page 34 of 167												

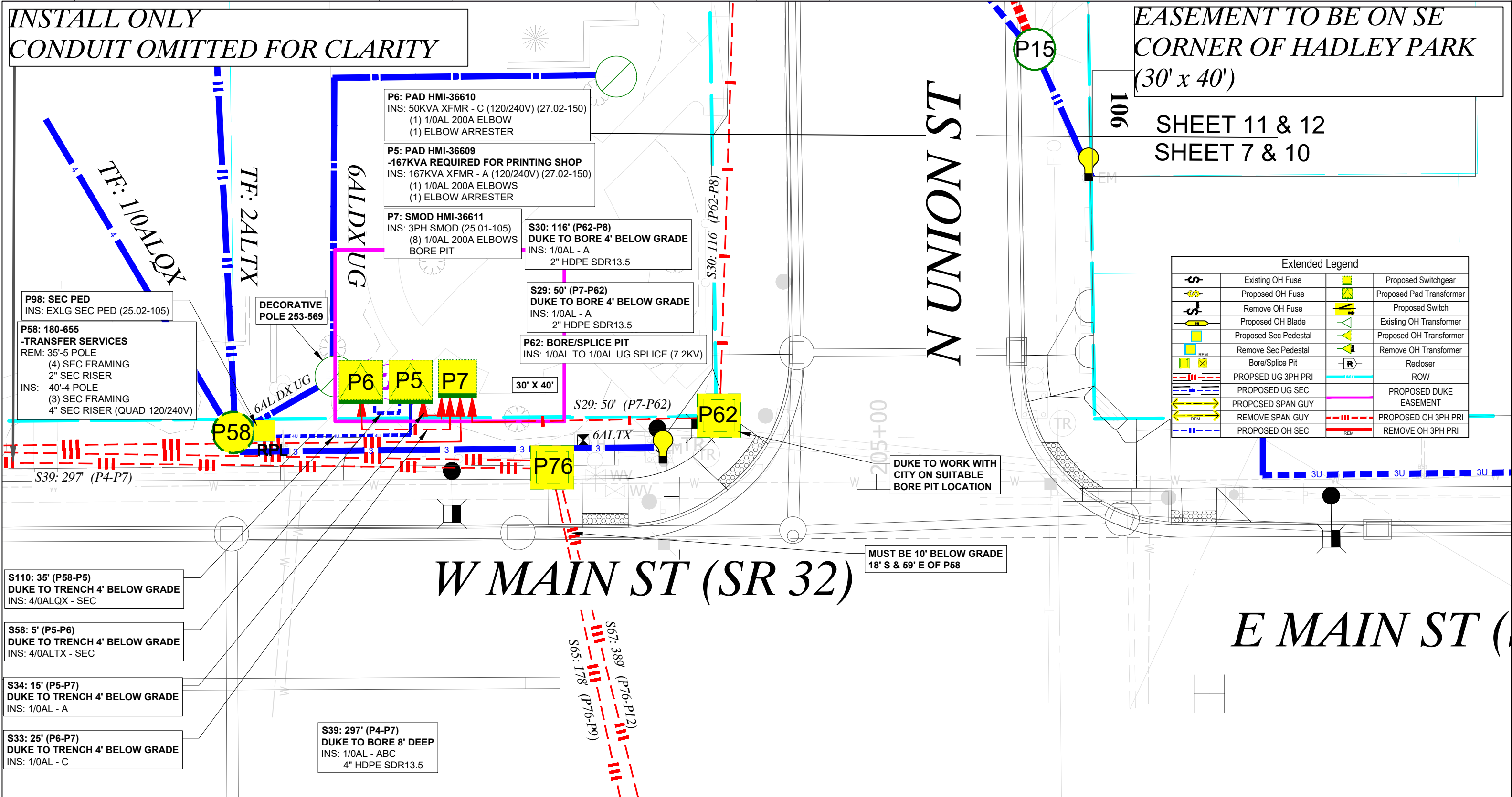
REMOVAL ONLY





Extended Legend			
	Existing OH Fuse		Proposed Switchgear
	Proposed OH Fuse		Proposed Pad Transformer
	Remove OH Fuse		Proposed Switch
	Proposed OH Blade		Existing OH Transformer
	Proposed Sec Pedestal		Proposed OH Transformer
	Remove Sec Pedestal		Remove OH Transformer
	Bore/Splice Pit		Recloser
	PROPOSED UG 3PH PRI		ROW
	PROPOSED UG SEC		PROPOSED DUKE EASEMENT
	PROPOSED SPAN GUY		PROPOSED OH 3PH PRI
	REMOVE SPAN GUY		REMOVE OH 3PH PRI
	PROPOSED OH SEC		

P9: HMI-36620
SET POLE 13' WEST & 87' SOUTH OF P37
 INS: 50'-2 POLE
 3PH HORZ DDE (03.11-127)
 3PH 600A 15KV SWITCHES (21.05-110)
 -SR 32 & UNION ST #1 CABLE DISCONNECTS
 6" PRI RISER
 DWN GUY-DBL-3/8"-14"PISA-15'LL
 DWN GUY-SGL-3/8"-14"PISA-20'LL
 BORE PIT



EASEMENT TO BE ON SE CORNER OF HADLEY PARK (30' x 40')

SHEET 11 & 12
SHEET 7 & 10

Extended Legend			
	Existing OH Fuse		Proposed Switchgear
	Proposed OH Fuse		Proposed Pad Transformer
	Remove OH Fuse		Proposed Switch
	Proposed OH Blade		Existing OH Transformer
	Proposed Sec Pedestal		Proposed OH Transformer
	Remove Sec Pedestal		Remove OH Transformer
	Bore/Splice Pit		Recloser
	PROPOSED UG 3PH PRI		ROW
	PROPOSED UG SEC		PROPOSED DUKE EASEMENT
	PROPOSED SPAN GUY		PROPOSED OH 3PH PRI
	REMOVE SPAN GUY		REMOVE OH 3PH PRI
	PROPOSED OH SEC		

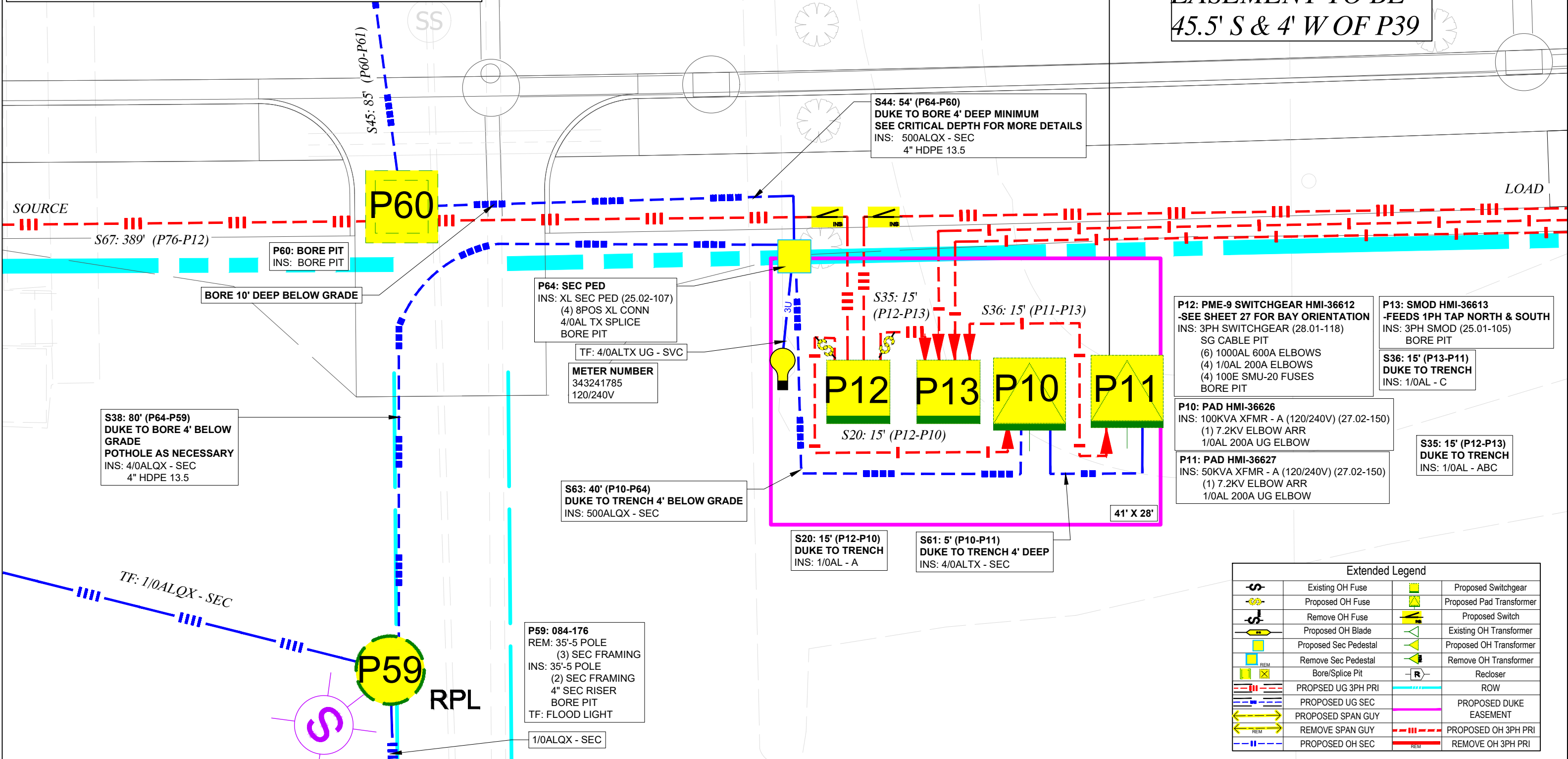
- S110: 35' (P58-P5)
DUKE TO TRENCH 4' BELOW GRADE
INS: 4/0ALQX - SEC
- S58: 5' (P5-P6)
DUKE TO TRENCH 4' BELOW GRADE
INS: 4/0ALTX - SEC
- S34: 15' (P5-P7)
DUKE TO TRENCH 4' BELOW GRADE
INS: 1/0AL - A
- S33: 25' (P6-P7)
DUKE TO TRENCH 4' BELOW GRADE
INS: 1/0AL - C

S39: 297' (P4-P7)
DUKE TO BORE 8' DEEP
INS: 1/0AL - ABC
4" HDPE SDR13.5

MUST BE 10' BELOW GRADE
18' S & 59' E OF P58

**INSTALL ONLY
CONDUIT OMITTED FOR CLARITY**

**NE CORNER OF
EASEMENT TO BE
45.5' S & 4' W OF P39**



Extended Legend			
	Existing OH Fuse		Proposed Switchgear
	Proposed OH Fuse		Proposed Pad Transformer
	Remove OH Fuse		Proposed Switch
	Proposed OH Blade		Existing OH Transformer
	Proposed Sec Pedestal		Proposed OH Transformer
	Remove Sec Pedestal		Remove OH Transformer
	Bore/Splice Pit		Recloser
	PROPOSED UG 3PH PRI		ROW
	PROPOSED UG SEC		PROPOSED DUKE EASEMENT
	PROPOSED SPAN GUY		PROPOSED OH 3PH PRI
	REMOVE SPAN GUY		REMOVE OH 3PH PRI
	PROPOSED OH SEC		



Upstream Protection

BREAKER AT SUB: WESTFIELD (377) (12.47/7.2kV)
654 Daniel Ct Westfield, IN 46074



Safety Reminders / Adverse Conditions

Remember "Your Circle of Safety"
ALL LOCATIONS TRUCK ACCESSIBLE



REMEMBER: Work zone area conditions may have changed for this job. Everyone is responsible for verifying the safety information is correct prior to any work being performed each day.

Other Project Notes

TRAFFIC FLAGGING REQUIRED
CONTRACTOR TO FIELD VERIFY ALL EXISTING UTILITY LOCATIONS, INVERTS, AND GRADES PRIOR TO CONSTRUCTION

INSTALL ONLY

Extended Legend			
	Existing OH Fuse		Proposed Switchgear
	Proposed OH Fuse		Proposed Pad Transformer
	Remove OH Fuse		Proposed Switch
	Proposed OH Blade		Existing OH Transformer
	Proposed Sec Pedestal		Proposed OH Transformer
	Remove Sec Pedestal		Remove OH Transformer
	Bore/Splice Pit		Recloser
	PROPOSED UG 3PH PRI		ROW
	PROPOSED UG SEC		PROPOSED DUKE EASEMENT
	PROPOSED SPAN GUY		PROPOSED OH 3PH PRI
	REMOVE SPAN GUY		REMOVE OH 3PH PRI
	PROPOSED OH SEC		

P55: 051-284 (45' - 4)
REPLACE POLE TO MEET CLEARANCE STDS
 REM: 45'-4 WD POLE
 1PH DDE (3.08-120)
 SEC TAN FRAMING
 INS: 50'-2 WD POLE
 1PH DDE (3.08-120)
 SEC DDE FRAMING
 DOWN GUY-SGL-3/8"-14"PISA-10"LL
 TRF: 25KVA XFMR - C (120/240V)
 (6.08-100) (FROM P15)

P8: HMI-36619
SET POLE 45' S OF P55
 INS: 50'-2 POLE
 1PH DE (3.08-125)
 300A SOLID BLADE W/ CUTOUT
 2" PRI RISER (21.02-105)
 BORE PIT
 DWN GUY-DBL-3/8"-14"PISA-15"LL

S30: 116' (P62-P8)
DUKE TO BORE 4' BELOW GRADE
 INS: 1/0AL - A
 2" HDPE SDR13.5

S27: 60' (P8-P55)
 INS: 4/0AL - CN
 4/0ALTX - SEC

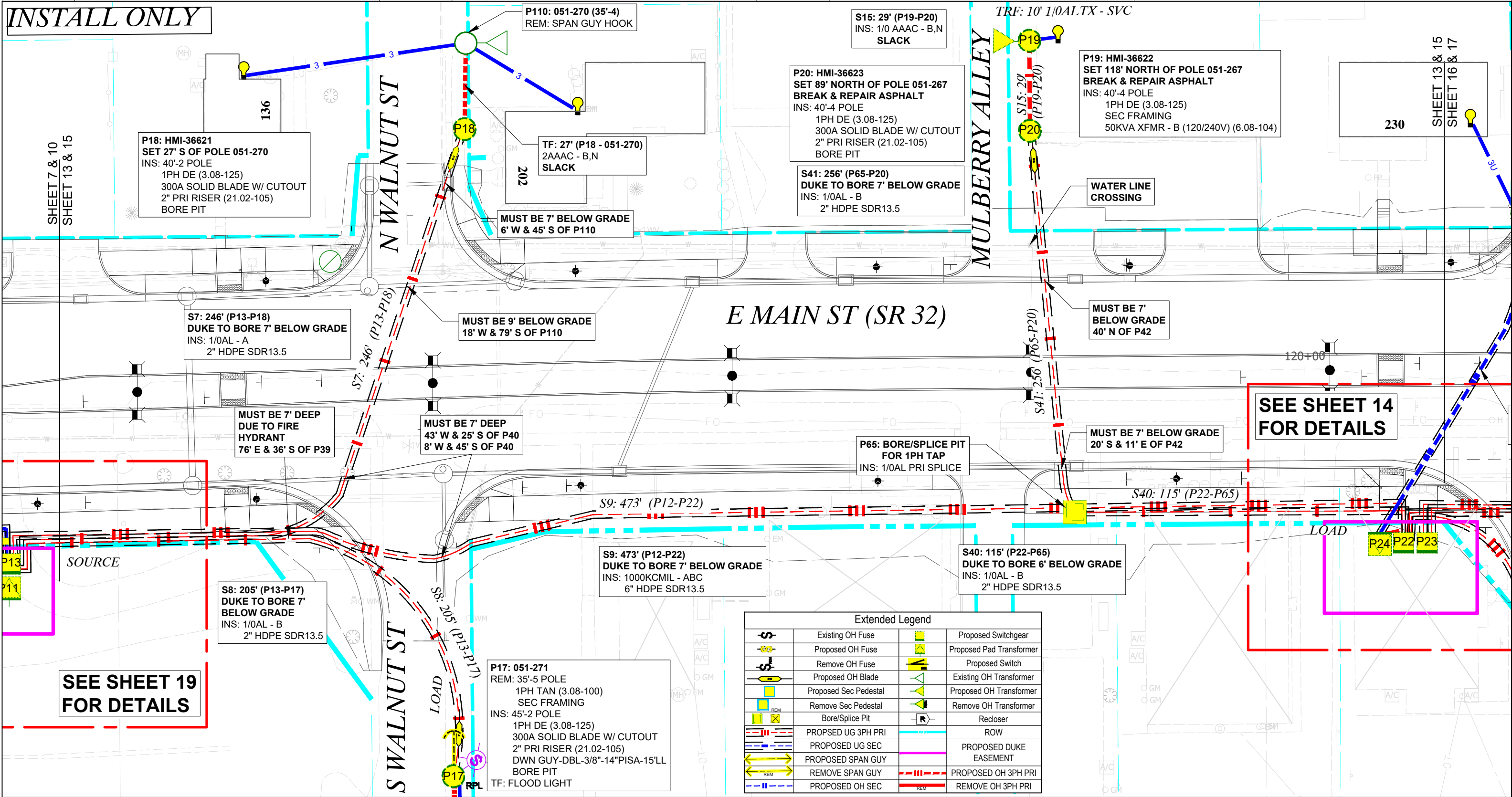
S25: 74' (P8-P15)
 INS: 1/0ALTX - SEC
 SVC TENSION

P15: 051-282 (50' - 3)
TOP CUT POLE FOR SECONDARY
 REM: 3PH HORZ DE (3.11-127)
 1PH DE (3.08-125)
 (3) SEC DE FRAMING
 100A FUSED CUTOUT
 SPAN GUY ATTACHEMENT
 INS: SEC DE FRAMING
 TRF: 25KVA XFMR - C (120/240V) (TO P55)

TF: 25' (P15-SVC)
 2ALTX

SEE SHEET 8 FOR DETAILS

 N	General Information INDOT DES # 1801731 SR 32 (MAIN ST) RECONSTRUCTION ROAD RECONSTRUCTION CITY OF WESTFIELD HAMILTON COUNTY, IN WASHINGTON TOWNSHIP		Work Order Information Distribution Reimbursable Emax # 42580676 Project Code MX2580676 OU / Center V542/S429 Distribution Non-Reimbursable Emax # 45453029 Project Code MX5453029 OU / Center V542/S429		Circuit Information Distribution WESTFIELD (370) 1277 Transmission N/A N/A		Duke Energy Legend Existing Duke Pole Proposed Duke Pole Remove Duke Pole Existing Foreign Pole Proposed Downguy Existing Downguy Existing Distribution Line Existing Secondary Line Existing Overhead Light Proposed Overhead Light Remove Overhead Light Demand Point		 Know what's below. Call before you dig.		DUKE ENERGY DATE 7/9/2024 DRAWN Zachary Bertrand ELECTRIC TRANSMISSION & DISTRIBUTION LINE ENGINEERING INDEX 12.47 kV DISTRIBUTION LINES DETAIL SR 32 (MAIN ST) RECONSTRUCTION LOCATION 39.412382, -87.387962 PHONE (317) 804-3878 APPROVAL SIGNATURE DWG NO SHEET 11 OF 35	
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INSTALL ONLY

SHEET 7 & 10
SHEET 13 & 15

SHEET 13 & 15
SHEET 16 & 17

SEE SHEET 14 FOR DETAILS

SEE SHEET 19 FOR DETAILS

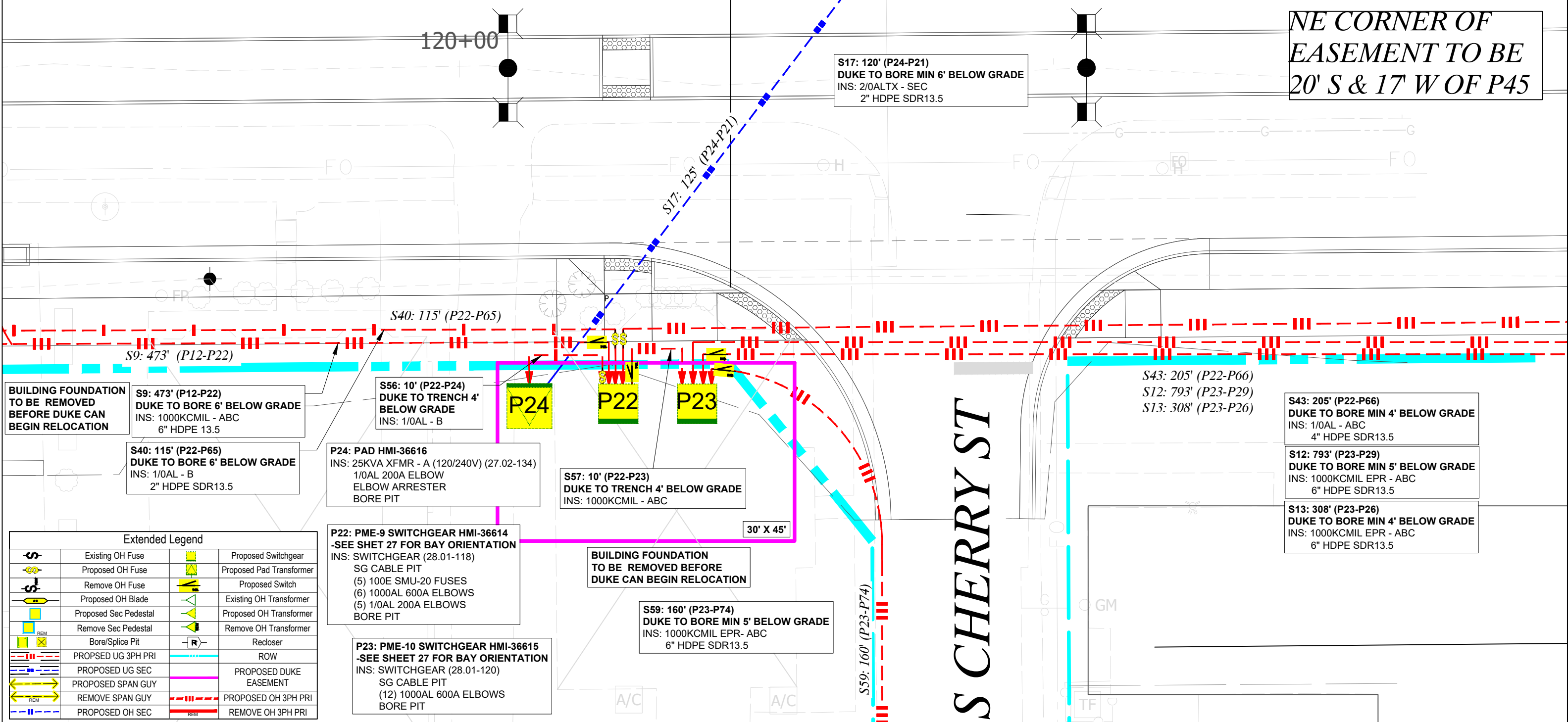
Extended Legend			
	Existing OH Fuse		Proposed Switchgear
	Proposed OH Fuse		Proposed Pad Transformer
	Remove OH Fuse		Proposed Switch
	Proposed OH Blade		Existing OH Transformer
	Proposed Sec Pedestal		Proposed OH Transformer
	Remove Sec Pedestal		Remove OH Transformer
	Bore/Splice Pit		Recloser
	PROPOSED UG 3PH PRI		ROW
	PROPOSED UG SEC		PROPOSED DUKE EASEMENT
	PROPOSED SPAN GUY		PROPOSED OH 3PH PRI
	REMOVE SPAN GUY		REMOVE OH 3PH PRI
	PROPOSED OH SEC		REMOVE OH 3PH PRI

	General Information		Work Order Information		Circuit Information		Duke Energy Legend		<p>Know what's below. Call before you dig.</p>		INDEX	12.47 kV DISTRIBUTION LINES
	INDOT DES # 1801731		Distribution Reimbursable		Distribution		Existing Duke Pole				DETAIL	SR 32 (MAIN ST) RECONSTRUCTION
	SR 32 (MAIN ST) RECONSTRUCTION		Project Code MX2580676		WESTFIELD (370) 1277		Proposed Duke Pole				LOCATION	39.412382, -87.387962
	ROAD RECONSTRUCTION		OU / Center V542/S429		Transmission		Remove Duke Pole				PHONE	(317) 804-3878
CITY OF WESTFIELD		Distribution Non-Reimbursable		N/A		Existing Foreign Pole				DATE	7/9/2024	
HAMILTON COUNTY, IN		Project Code MX5453029		N/A		Proposed Downguy				DRAWN	Zachary Bertrand	APPROVAL SIGNATURE
WASHINGTON TOWNSHIP		OU / Center V542/S429		N/A		Proposed Overhead Light				PHONE	(317) 804-3878	
						Remove Overhead Light				DWG NO	SHEET 13 OF 35	
						Existing Downguy				Page 42 of 167		

INSTALL ONLY
CONDUIT OMITTED FOR CLARITY

E MAIN ST (SR 32)

NE CORNER OF EASEMENT TO BE 20' S & 17' W OF P45



Extended Legend			
	Existing OH Fuse		Proposed Switchgear
	Proposed OH Fuse		Proposed Pad Transformer
	Remove OH Fuse		Proposed Switch
	Proposed OH Blade		Existing OH Transformer
	Proposed Sec Pedestal		Proposed OH Transformer
	Remove Sec Pedestal		Remove OH Transformer
	Bore/Splice Pit		Recloser
	PROPOSED UG 3PH PRI		ROW
	PROPOSED UG SEC		PROPOSED DUKE EASEMENT
	PROPOSED SPAN GUY		PROPOSED OH 3PH PRI
	REMOVE SPAN GUY		REMOVE OH 3PH PRI
	PROPOSED OH SEC		

P22: PME-9 SWITCHGEAR HMI-36614
-SEE SHET 27 FOR BAY ORIENTATION
INS: SWITCHGEAR (28.01-118)
SG CABLE PIT
(5) 100E SMU-20 FUSES
(6) 1000AL 600A ELBOWS
(5) 1/0AL 200A ELBOWS
BORE PIT

P23: PME-10 SWITCHGEAR HMI-36615
-SEE SHEET 27 FOR BAY ORIENTATION
INS: SWITCHGEAR (28.01-120)
SG CABLE PIT
(12) 1000AL 600A ELBOWS
BORE PIT

BUILDING FOUNDATION TO BE REMOVED BEFORE DUKE CAN BEGIN RELOCATION

S59: 160' (P23-P74)
DUKE TO BORE MIN 5' BELOW GRADE
INS: 1000KCMIL EPR- ABC
6" HDPE SDR13.5



Upstream Protection

BREAKER AT SUB: WESTFIELD (377) (12.47/7.2kV)
654 Daniel Ct Westfield, IN 46074



Safety Reminders / Adverse Conditions

Remember "Your Circle of Safety"
ALL LOCATIONS TRUCK ACCESSIBLE

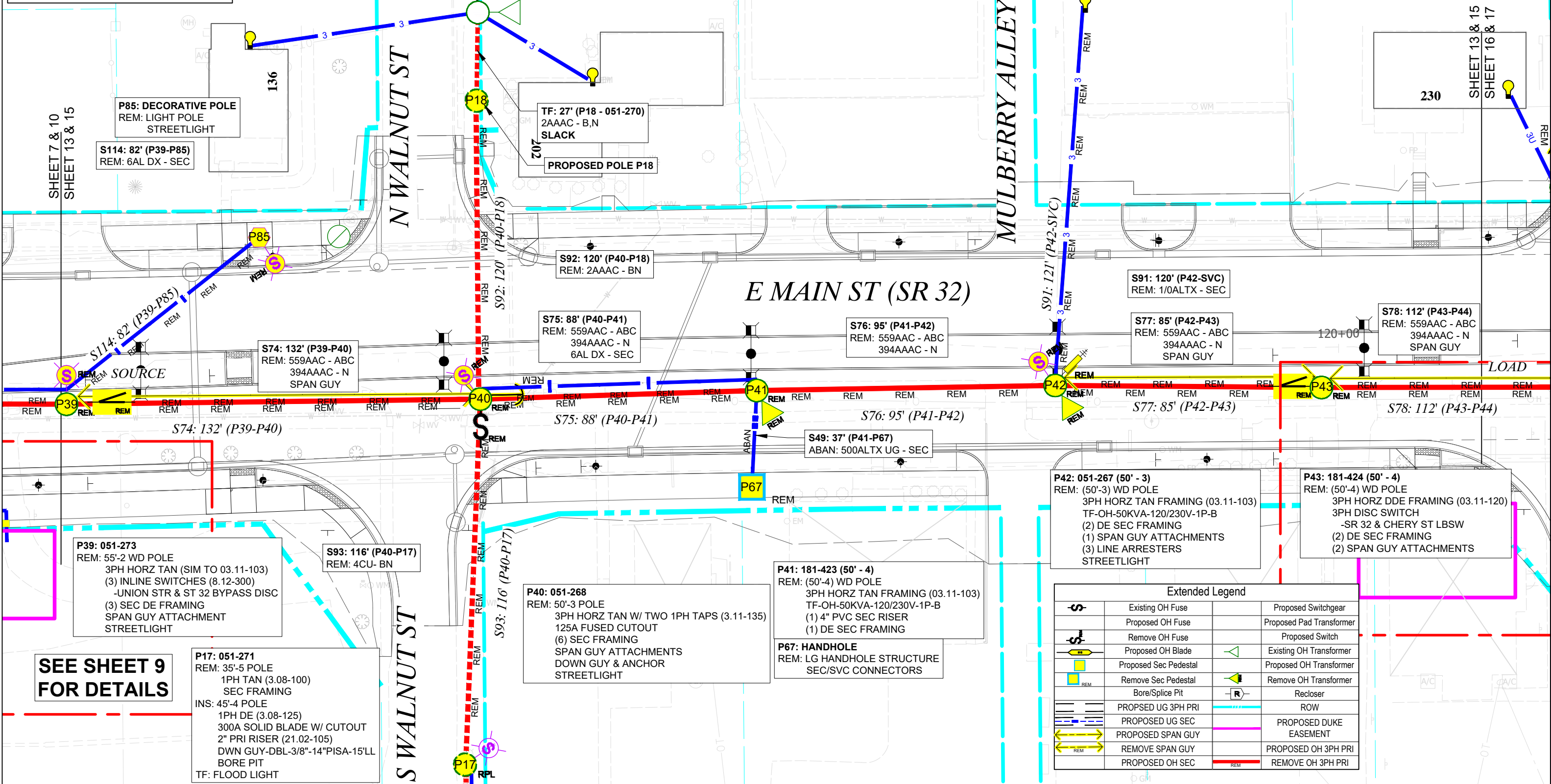


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Other Project Notes

TRAFFIC FLAGGING REQUIRED
CONTRACTOR TO FIELD VERIFY ALL EXISTING UTILITY LOCATIONS,
INVERTS, AND GRADES PRIOR TO CONSTRUCTION

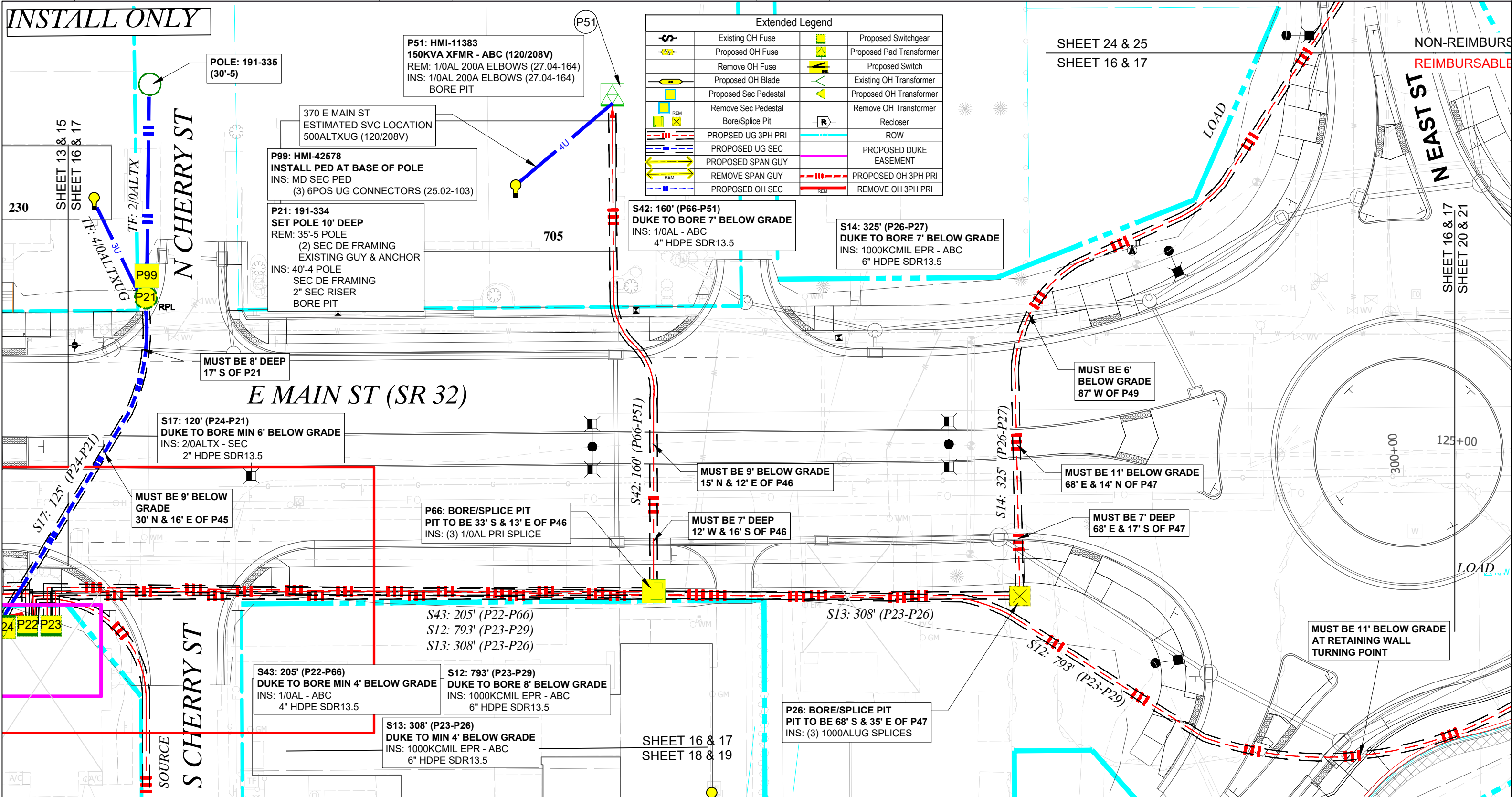
REMOVE ONLY



SEE SHEET 9 FOR DETAILS

Extended Legend			
	Existing OH Fuse		Proposed Switchgear
	Proposed OH Fuse		Proposed Pad Transformer
	Remove OH Fuse		Proposed Switch
	Proposed OH Blade		Existing OH Transformer
	Proposed Sec Pedestal		Proposed OH Transformer
	Remove Sec Pedestal		Remove OH Transformer
	Bore/Splice Pit		Recloser
	PROPOSED UG 3PH PRI		ROW
	PROPOSED UG SEC		PROPOSED DUKE EASEMENT
	PROPOSED SPAN GUY		PROPOSED OH 3PH PRI
	REMOVE SPAN GUY		REMOVE OH 3PH PRI
	PROPOSED OH SEC		

 General Information INDOT DES # 1801731 SR 32 (MAIN ST) RECONSTRUCTION ROAD RECONSTRUCTION CITY OF WESTFIELD HAMILTON COUNTY, IN WASHINGTON TOWNSHIP	Work Order Information Distribution Reimbursable Emax # 42580676 Project Code MX2580676 OU / Center V542/S429		Circuit Information Distribution WESTFIELD (370) 1277 Transmission N/A		Duke Energy Legend Existing Duke Pole Proposed Duke Pole Remove Duke Pole Existing Foreign Pole Proposed Downguy Existing Downguy Existing Distribution Line Existing Secondary Line Existing Overhead Light Proposed Overhead Light Remove Overhead Light Demand Point	
	Distribution Non-Reimbursable Emax # 45453029 Project Code MX5453029 OU / Center V542/S429		 Know what's below. Call before you dig.		 INDEX 12.47 kV DISTRIBUTION LINES DETAIL SR 32 (MAIN ST) RECONSTRUCTION DATE 7/9/2024 LOCATION 39.412382°, -87.387962° DRAWN Zachary Bertrand PHONE (317) 804-3878 APPROVAL SIGNATURE _____ DWG NO SHEET 15 OF 35	
	Emax # 45453029 Project Code MX5453029 OU / Center V542/S429				SHEET 15 OF 35 Page 44 of 167	



	General Information		Work Order Information		Circuit Information		Duke Energy Legend		<p>Know what's below. Call before you dig.</p>		INDEX	12.47 kV DISTRIBUTION LINES				
	INDOT DES # 1801731		Distribution Reimbursable		Distribution		Existing Duke Pole				Existing Distribution Line		DETAIL	SR 32 (MAIN ST) RECONSTRUCTION		
	SR 32 (MAIN ST) RECONSTRUCTION		Emax # 42580676	Project Code MX2580676	OU / Center V542/S429	Transmission		Proposed Duke Pole			Existing Secondary Line		DATE	7/9/2024		
	ROAD RECONSTRUCTION		Distribution Non-Reimbursable		N/A		Remove Duke Pole				Existing Overhead Light		DRAWN	Zachary Bertrand		
CITY OF WESTFIELD		Emax # 45453029	Project Code MX5453029	OU / Center V542/S429	N/A		Existing Foreign Pole		Proposed Overhead Light		PHONE	(317) 804-3878				
HAMILTON COUNTY, IN						N/A		Proposed Downguy		Remove Overhead Light		APPROVAL SIGNATURE				
WASHINGTON TOWNSHIP						N/A		Existing Downguy		Demand Point		DWG NO				

SHEET 24 & 25
SHEET 16 & 17

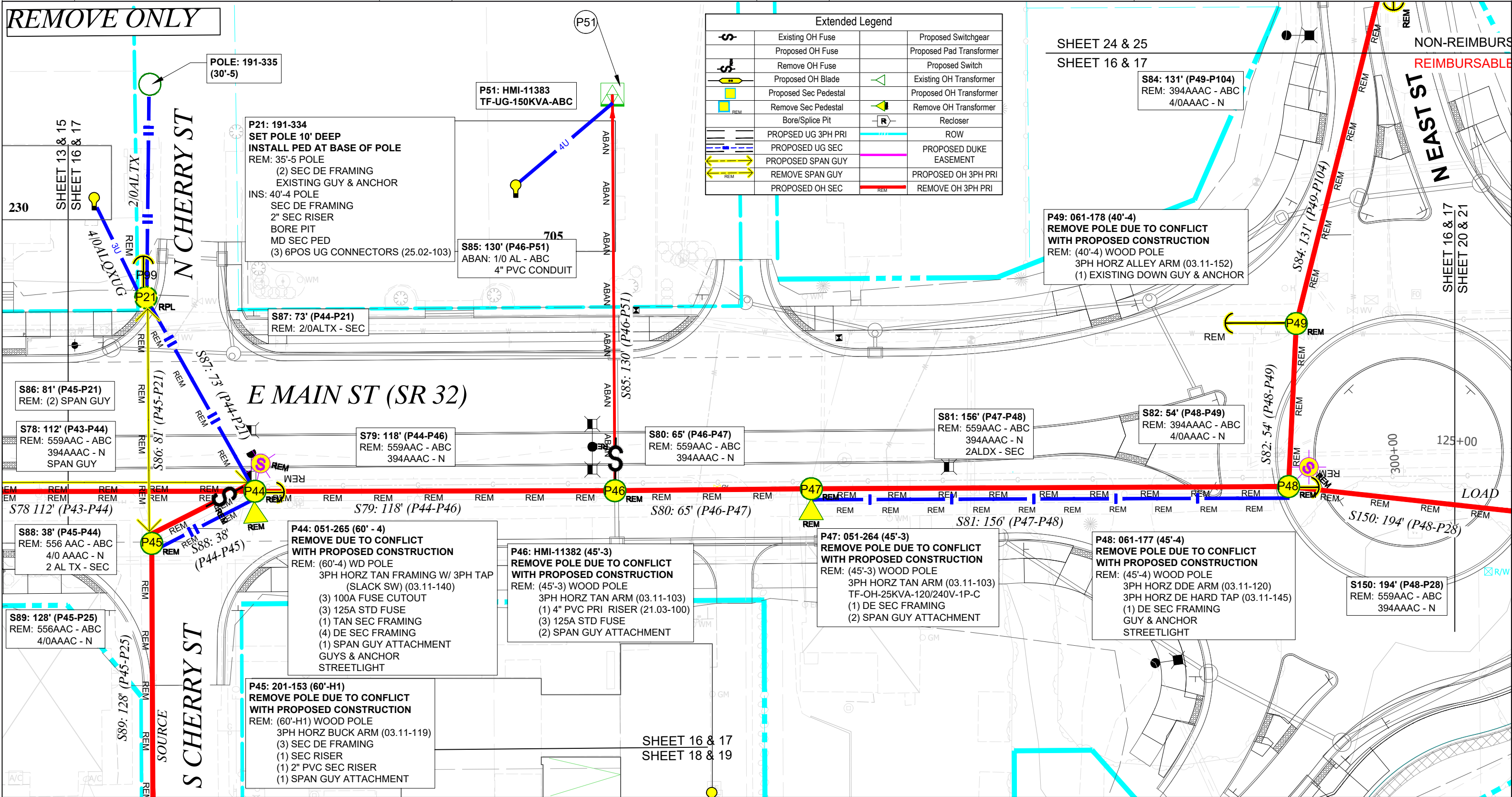
NON-REIMBURSABLE
REIMBURSABLE

SHEET 16 & 17
SHEET 20 & 21

300+00
125+00

MUST BE 11' BELOW GRADE AT RETAINING WALL TURNING POINT

SHEET 16 OF 35
Page 45 of 167





Upstream Protection

BREAKER AT SUB: WESTFIELD (377) (12.47/7.2kV)
654 Daniel Ct Westfield, IN 46074



Safety Reminders / Adverse Conditions

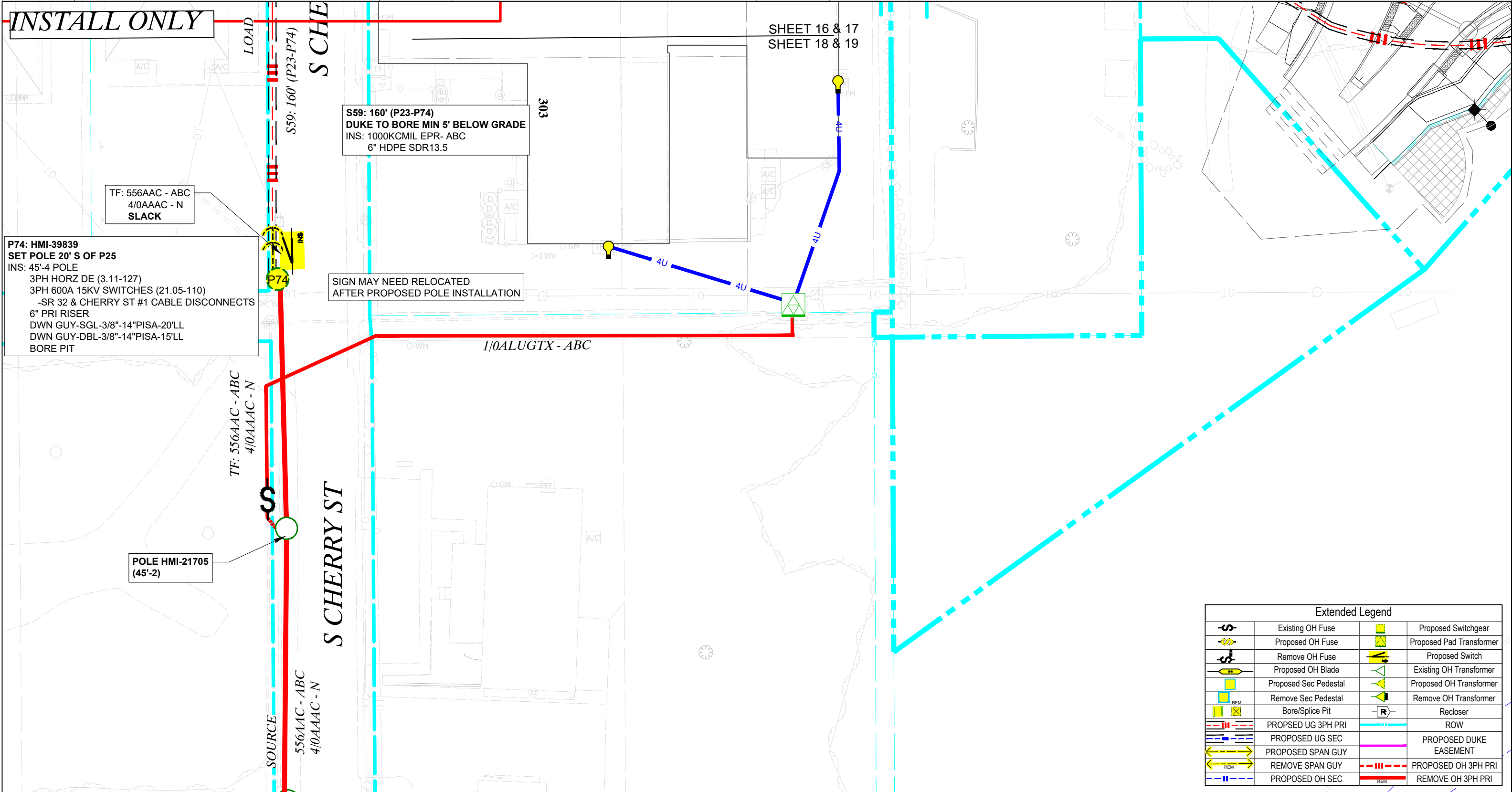
Remember "Your Circle of Safety"
ALL LOCATIONS TRUCK ACCESSIBLE



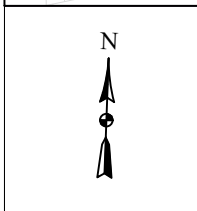
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Other Project Notes

TRAFFIC FLAGGING REQUIRED
CONTRACTOR TO FIELD VERIFY ALL EXISTING UTILITY LOCATIONS,
INVERTS, AND GRADES PRIOR TO CONSTRUCTION



Extended Legend			
	Existing OH Fuse		Proposed Switchgear
	Proposed OH Fuse		Proposed Pad Transformer
	Remove OH Fuse		Proposed Switch
	Proposed OH Blade		Existing OH Transformer
	Proposed Sec Pedestal		Proposed OH Transformer
	Remove Sec Pedestal		Remove OH Transformer
	Bore/Splice Pit		Recloser
	PROPOSED UG 3PH PRI		ROW
	PROPOSED UG SEC		PROPOSED DUKE EASEMENT
	PROPOSED SPAN GUY		PROPOSED OH 3PH PRI
	REMOVE SPAN GUY		REMOVE OH 3PH PRI
	PROPOSED OH SEC		

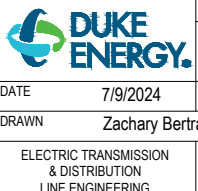


General Information	
INDOT DES #	1801731
SR 32 (MAIN ST) RECONSTRUCTION	ROAD RECONSTRUCTION
CITY OF WESTFIELD	HAMILTON COUNTY, IN
WASHINGTON TOWNSHIP	

Work Order Information		
Distribution Reimbursable		
Emax #	Project Code	OU / Center
42580676	MX2580676	V542/S429
Distribution Non- Reimbursable		
Emax #	Project Code	OU / Center
45453029	MX5453029	V542/S429

Circuit Information	
Distribution	
WESTFIELD (370) 1277	
Transmission	
N/A	N/A

Duke Energy Legend			
	Existing Duke Pole		Existing Distribution Line
	Proposed Duke Pole		Existing Secondary Line
	Remove Duke Pole		Existing Overhead Light
	Existing Foreign Pole		Proposed Overhead Light
	Proposed Downguy		Remove Overhead Light
	Existing Downguy		Demand Point



INDEX	12.47 kV DISTRIBUTION LINES		
DETAIL	SR 32 (MAIN ST) RECONSTRUCTION		
DATE	7/9/2024	LOCATION	39.412382°, -87.387962°
DRAWN	Zachary Bertrand	PHONE	(317) 804-3878
ELECTRIC TRANSMISSION & DISTRIBUTION LINE ENGINEERING	APPROVAL SIGNATURE	DWG NO	SHEET 18 OF 35



Upstream Protection

BREAKER AT SUB: WESTFIELD (377) (12.47/7.2KV)
654 Daniel Ct Westfield, IN 46074



Safety Reminders / Adverse Conditions

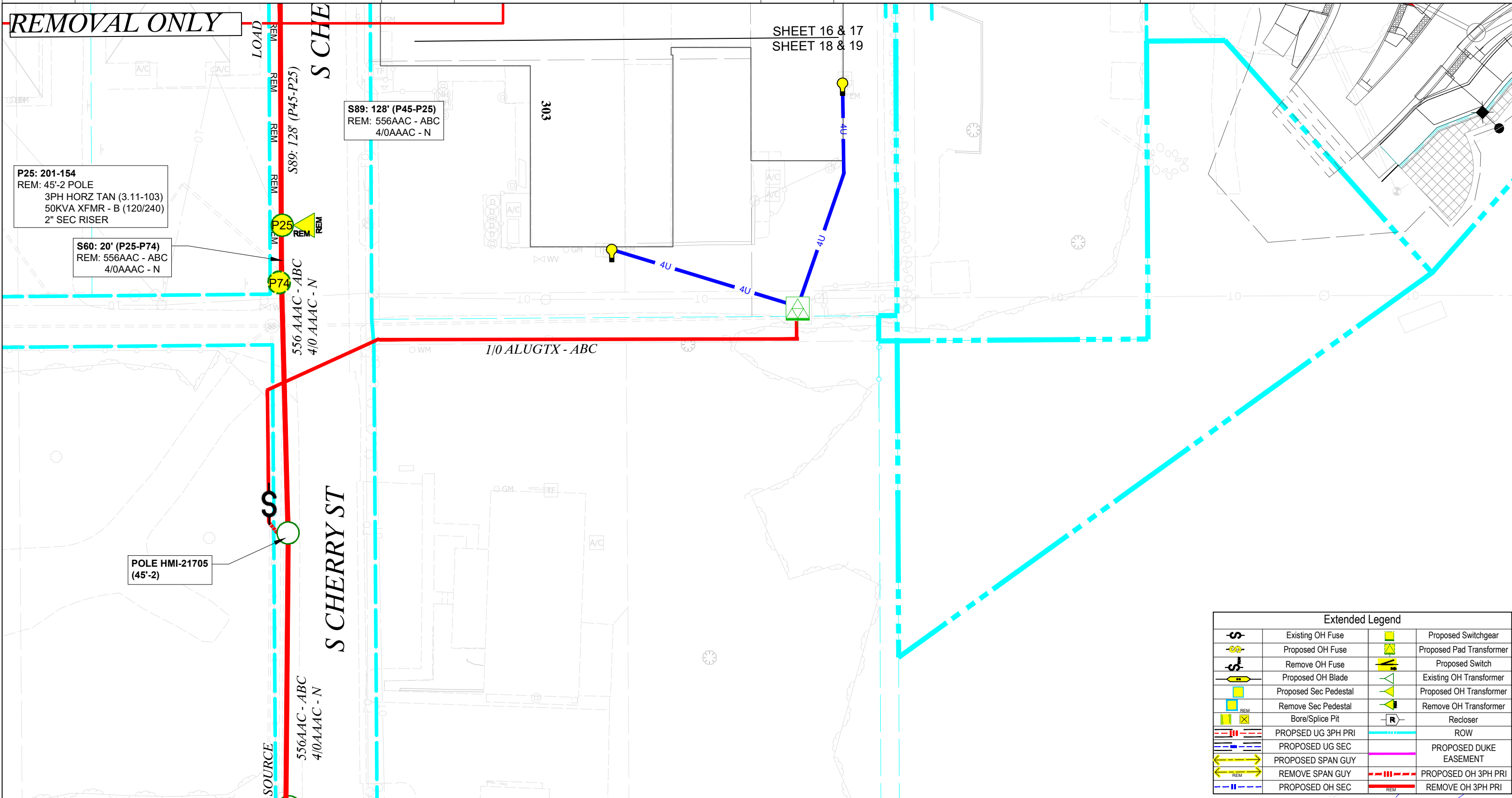
Remember "Your Circle of Safety"
ALL LOCATIONS TRUCK ACCESSIBLE



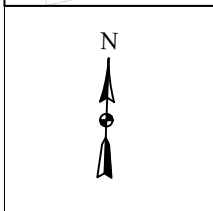
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Other Project Notes

TRAFFIC FLAGGING REQUIRED
CONTRACTOR TO FIELD VERIFY ALL EXISTING UTILITY LOCATIONS,
INVERTS, AND GRADES PRIOR TO CONSTRUCTION



Extended Legend			
	Existing OH Fuse		Proposed Switchgear
	Proposed OH Fuse		Proposed Pad Transformer
	Remove OH Fuse		Proposed Switch
	Proposed OH Blade		Existing OH Transformer
	Proposed Sec Pedestal		Proposed OH Transformer
	Remove Sec Pedestal		Remove OH Transformer
	Bore/Splice Pit		Recloser
	PROPOSED UG 3PH PRI		ROW
	PROPOSED UG SEC		PROPOSED DUKE EASEMENT
	PROPOSED SPAN GUY		PROPOSED OH 3PH PRI
	REMOVE SPAN GUY		REMOVE OH 3PH PRI
	PROPOSED OH SEC		



General Information	
INDOT DES #	1801731
SR 32 (MAIN ST) RECONSTRUCTION	ROAD RECONSTRUCTION
CITY OF WESTFIELD	HAMILTON COUNTY, IN
WASHINGTON TOWNSHIP	

Work Order Information		
Distribution Reimbursable		
Emax #	Project Code	OU / Center
42580676	MX2580676	V542/S429
Distribution Non- Reimbursable		
Emax #	Project Code	OU / Center
45453029	MX5453029	V542/S429

Circuit Information	
Distribution	
WESTFIELD (370) 1277	
Transmission	
N/A	N/A

Duke Energy Legend			
	Existing Duke Pole		Existing Distribution Line
	Proposed Duke Pole		Existing Secondary Line
	Remove Duke Pole		Existing Overhead Light
	Existing Foreign Pole		Proposed Overhead Light
	Proposed Downguy		Remove Overhead Light
	Existing Downguy		Demand Point

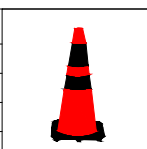
DUKE ENERGY		INDEX	12.47 kV DISTRIBUTION LINES
DATE		7/9/2024	DETAIL
DRAWN		Zachary Bertrand	SR 32 (MAIN ST) RECONSTRUCTION
ELECTRIC TRANSMISSION & DISTRIBUTION LINE ENGINEERING		APPROVAL SIGNATURE	LOCATION
			39.412382°, -87.387962°
		PHONE	(317) 804-3878
		DWG NO	SHEET 19 OF 35



Upstream Protection
 BREAKER AT SUB: WESTFIELD (377) (12.47/7.2kV)
 654 Daniel Ct Westfield, IN 46074

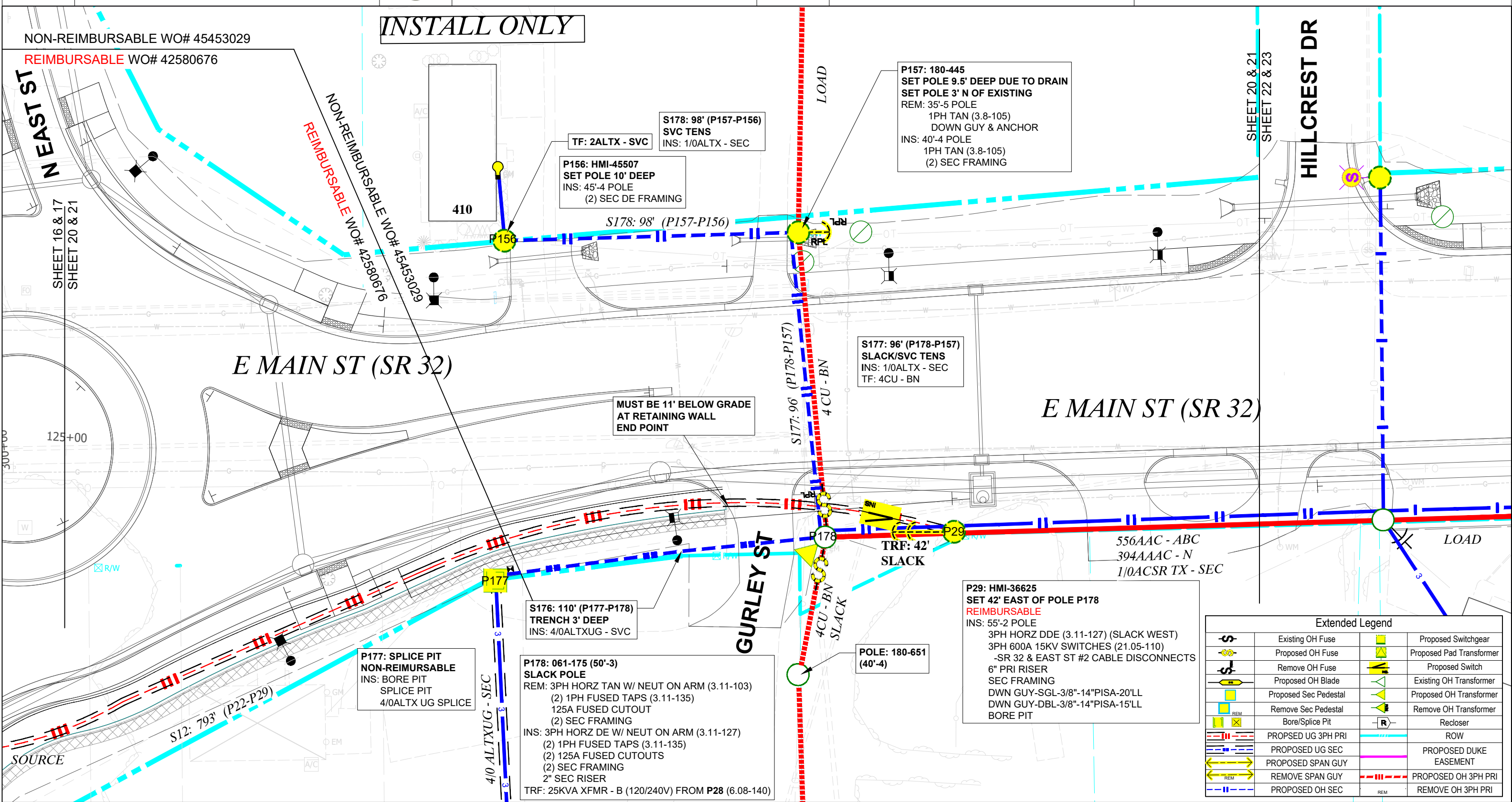


Safety Reminders / Adverse Conditions
 Remember "Your Circle of Safety"
 ALL LOCATIONS TRUCK ACCESSIBLE

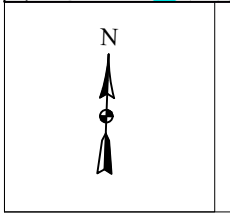


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 to any work being performed each day.

Other Project Notes
 TRAFFIC FLAGGING REQUIRED
 CONTRACTOR TO FIELD VERIFY ALL EXISTING UTILITY LOCATIONS,
 INVERTS, AND GRADES PRIOR TO CONSTRUCTION



Extended Legend			
	Existing OH Fuse		Proposed Switchgear
	Proposed OH Fuse		Proposed Pad Transformer
	Remove OH Fuse		Proposed Switch
	Proposed OH Blade		Existing OH Transformer
	Proposed Sec Pedestal		Proposed OH Transformer
	Remove Sec Pedestal		Remove OH Transformer
	Bore/Splice Pit		Recloser
	PROPOSED UG 3PH PRI		ROW
	PROPOSED UG SEC		PROPOSED DUKE EASEMENT
	PROPOSED SPAN GUY		PROPOSED OH 3PH PRI
	REMOVE SPAN GUY		REMOVE OH 3PH PRI
	PROPOSED OH SEC		



General Information	
INDOT DES #	1801731
SR 32 (MAIN ST) RECONSTRUCTION	
ROAD RECONSTRUCTION	
CITY OF WESTFIELD	
HAMILTON COUNTY, IN	
WASHINGTON TOWNSHIP	

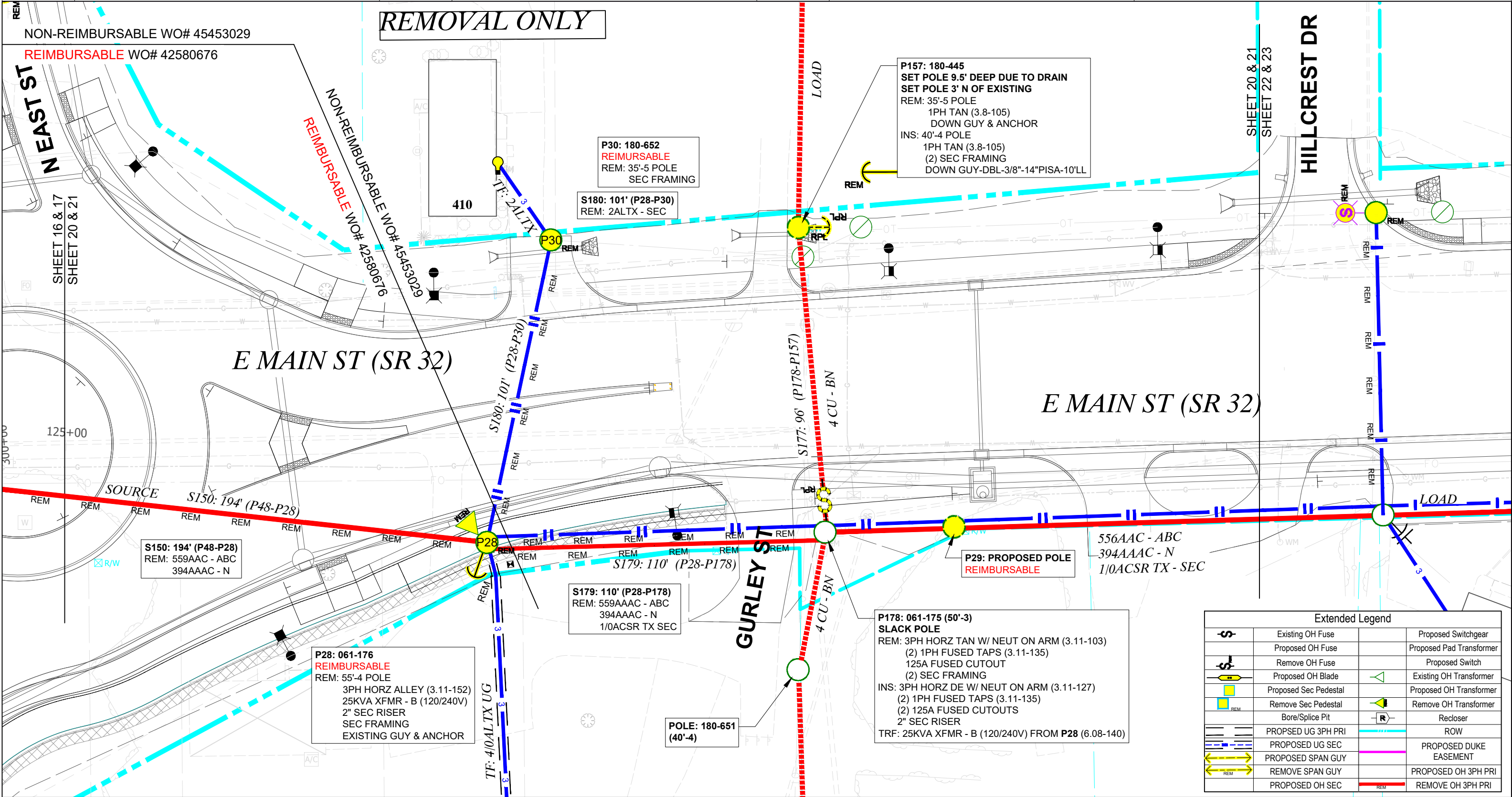
Work Order Information		
Distribution Reimbursable		
Emax #	Project Code	OU / Center
42580676	MX2580676	V542/S429
Distribution Non-Reimbursable		
Emax #	Project Code	OU / Center
45453029	MX5453029	V542/S429

Circuit Information	
Distribution	WESTFIELD (370) 1277
Transmission	N/A

Duke Energy Legend			
	Existing Duke Pole		Existing Distribution Line
	Proposed Duke Pole		Existing Secondary Line
	Remove Duke Pole		Existing Overhead Light
	Existing Foreign Pole		Proposed Overhead Light
	Proposed Downguy		Remove Overhead Light
	Existing Downguy		Demand Point

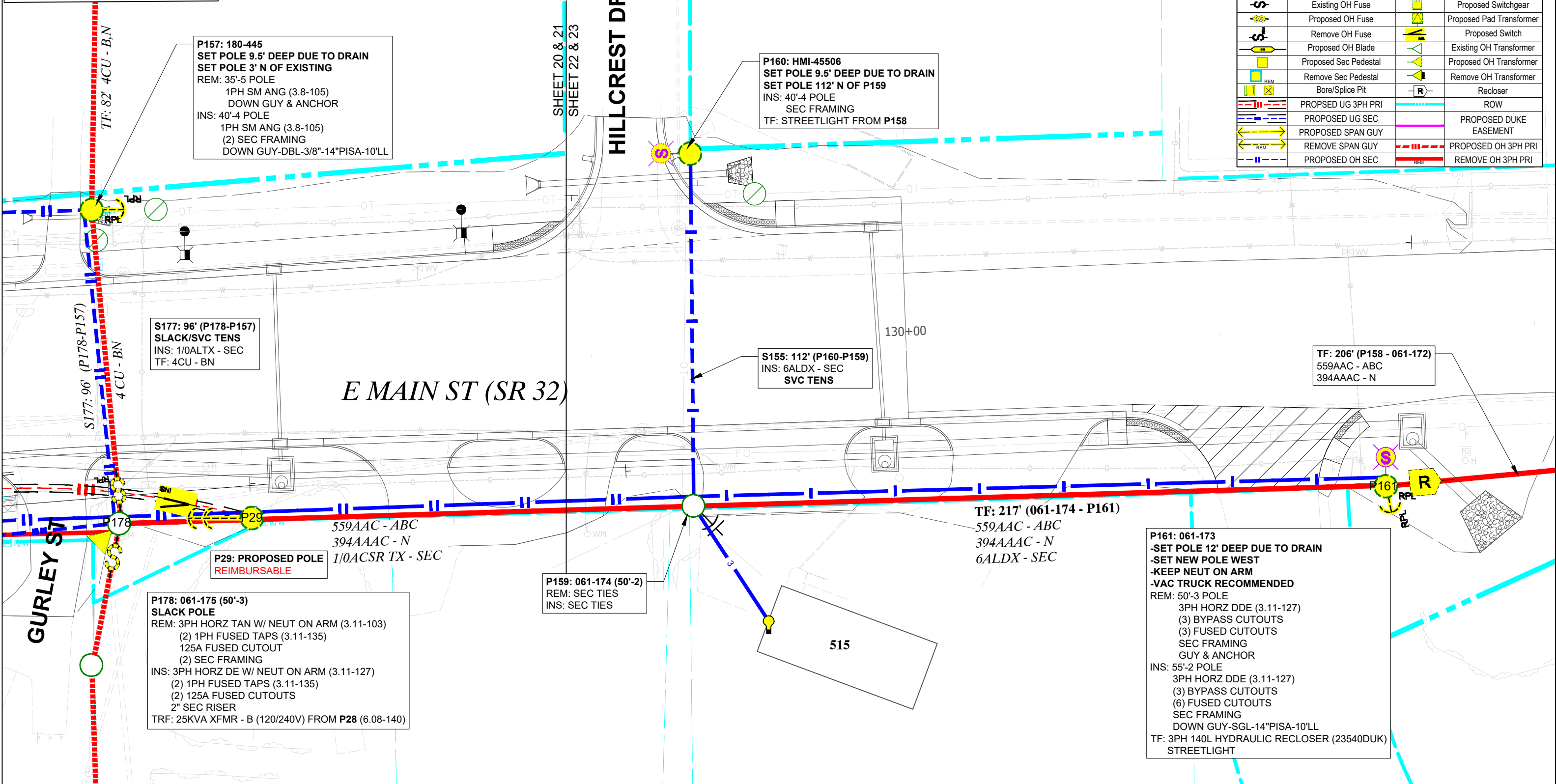


DUKE ENERGY	
INDEX	12.47 kV DISTRIBUTION LINES
DETAIL	SR 32 (MAIN ST) RECONSTRUCTION
DATE	7/9/2024
LOCATION	39.412382°, -87.387962°
DRAWN	Zachary Bertrand
PHONE	(317) 804-3878
ELECTRIC TRANSMISSION & DISTRIBUTION LINE ENGINEERING	APPROVAL SIGNATURE
	DWG NO
	SHEET 20 OF 35



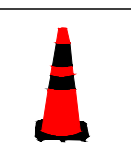
Extended Legend			
	Existing OH Fuse		Proposed Switchgear
	Proposed OH Fuse		Proposed Pad Transformer
	Remove OH Fuse		Proposed Switch
	Proposed OH Blade		Existing OH Transformer
	Proposed Sec Pedestal		Proposed OH Transformer
	Remove Sec Pedestal		Remove OH Transformer
	Bore/Splice Pit		Recloser
	PROPOSED UG 3PH PRI		ROW
	PROPOSED UG SEC		PROPOSED DUKE EASEMENT
	PROPOSED SPAN GUY		REMOVE OH 3PH PRI
	REMOVE SPAN GUY		REMOVE OH 3PH PRI
	PROPOSED OH SEC		REMOVE OH 3PH PRI

INSTALL ONLY

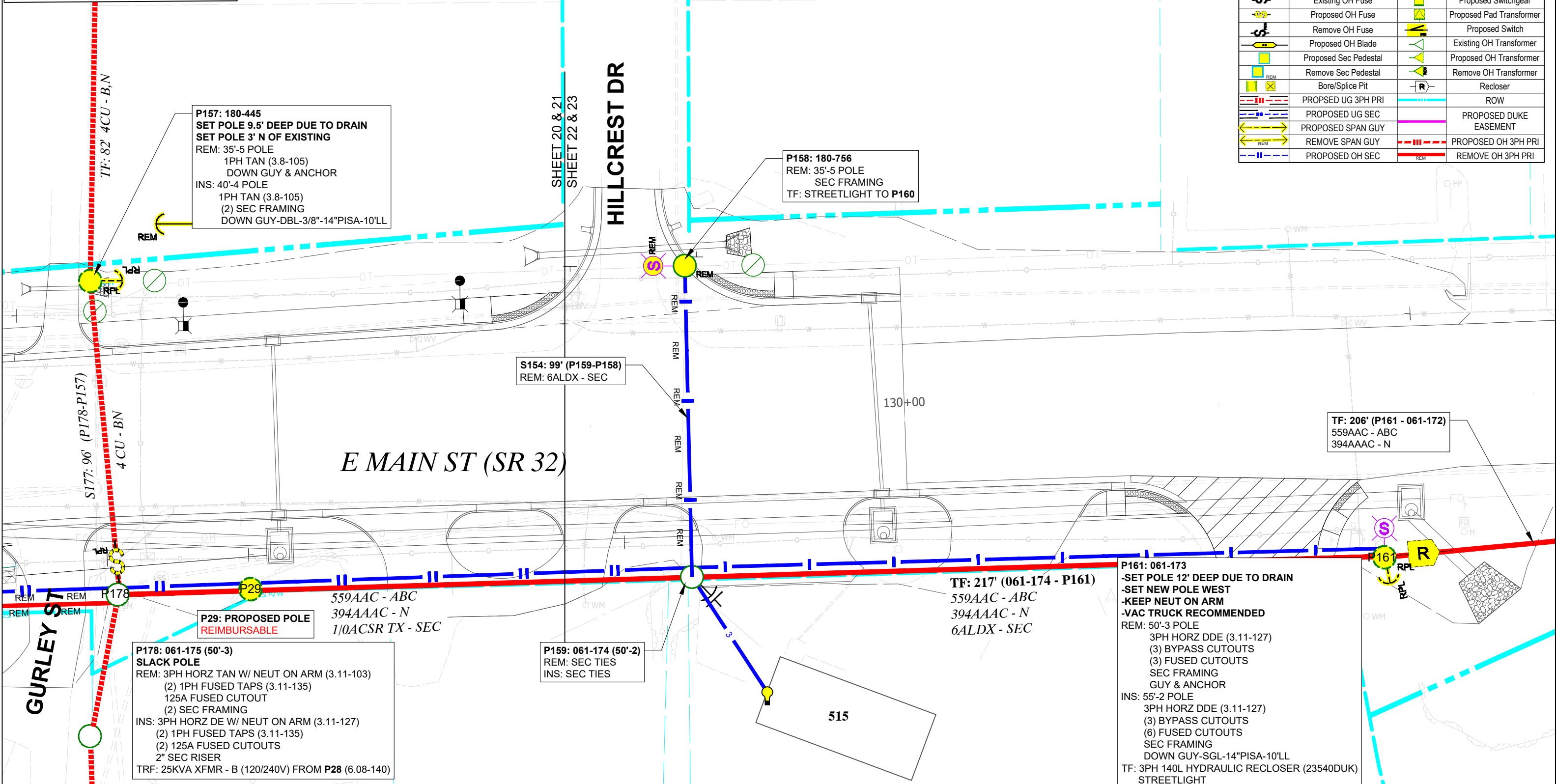


	Existing OH Fuse		Proposed Switchgear
	Proposed OH Fuse		Proposed Pad Transformer
	Remove OH Fuse		Proposed Switch
	Proposed OH Blade		Existing OH Transformer
	Proposed Sec Pedestal		Proposed OH Transformer
	Remove Sec Pedestal		Remove OH Transformer
	Bore/Splice Pit		Recloser
	PROPOSED UG 3PH PRI		ROW
	PROPOSED UG SEC		PROPOSED DUKE EASEMENT
	PROPOSED SPAN GUY		PROPOSED OH 3PH PRI
	REMOVE SPAN GUY		REMOVE OH 3PH PRI
	PROPOSED OH SEC		

	General Information		Work Order Information		Circuit Information		Duke Energy Legend			<p>Know what's below. Call before you dig.</p>		INDEX	12.47 kV DISTRIBUTION LINES	
	INDOT DES #	1801731	Distribution Reimbursable		Distribution	Existing Duke Pole	Existing Distribution Line	DETAIL				SR 32 (MAIN ST) RECONSTRUCTION		
	SR 32 (MAIN ST) RECONSTRUCTION		Emax #	Project Code	OU / Center	Proposed Duke Pole	Existing Secondary Line	DATE				7/9/2024		
	ROAD RECONSTRUCTION		42580676	MX2580676	V542/S429	Remove Duke Pole	Existing Overhead Light	DRAWN				Zachary Bertrand		
CITY OF WESTFIELD		Distribution Non-Reimbursable		Transmission	Existing Foreign Pole	Proposed Overhead Light	PHONE	(317) 804-3878						
HAMILTON COUNTY, IN		Emax #	Project Code	OU / Center	Proposed Downguy	Remove Overhead Light	ELECTRIC TRANSMISSION & DISTRIBUTION LINE ENGINEERING	APPROVAL SIGNATURE		DWG NO	SHEET 22 OF 35			
WASHINGTON TOWNSHIP		45453029	MX5453029	V542/S429	Existing Downguy	Demand Point					Page 51 of 167			



REMOVAL ONLY

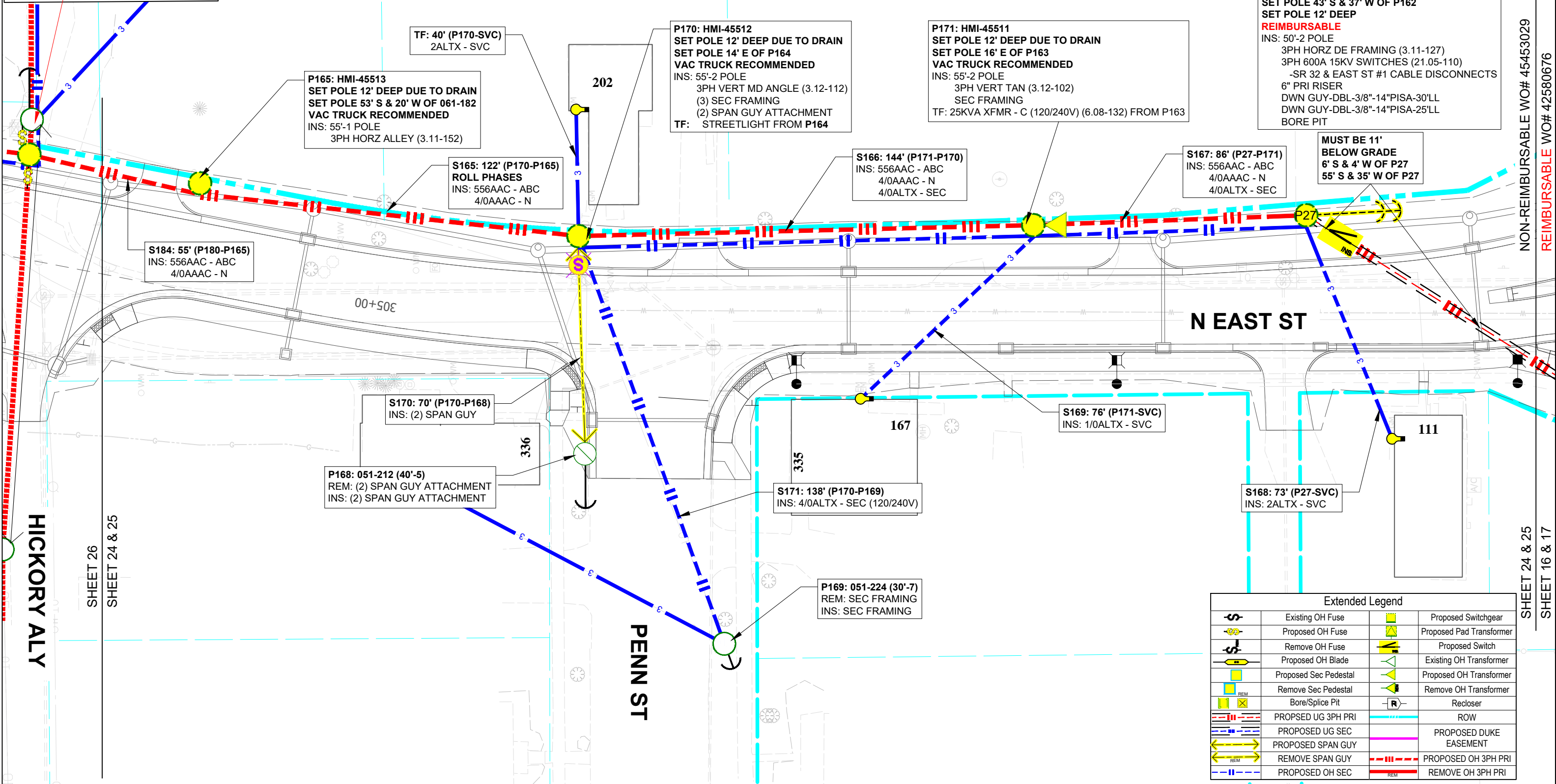


Extended Legend

	Existing OH Fuse		Proposed Switchgear
	Proposed OH Fuse		Proposed Pad Transformer
	Remove OH Fuse		Proposed Switch
	Proposed OH Blade		Existing OH Transformer
	Proposed Sec Pedestal		Proposed OH Transformer
	Remove Sec Pedestal		Remove OH Transformer
	Bore/Splice Pit		Recloser
	PROPOSED UG 3PH PRI		ROW
	PROPOSED UG SEC		PROPOSED DUKE EASEMENT
	PROPOSED SPAN GUY		PROPOSED OH 3PH PRI
	REMOVE SPAN GUY		REMOVE OH 3PH PRI
	PROPOSED OH SEC		

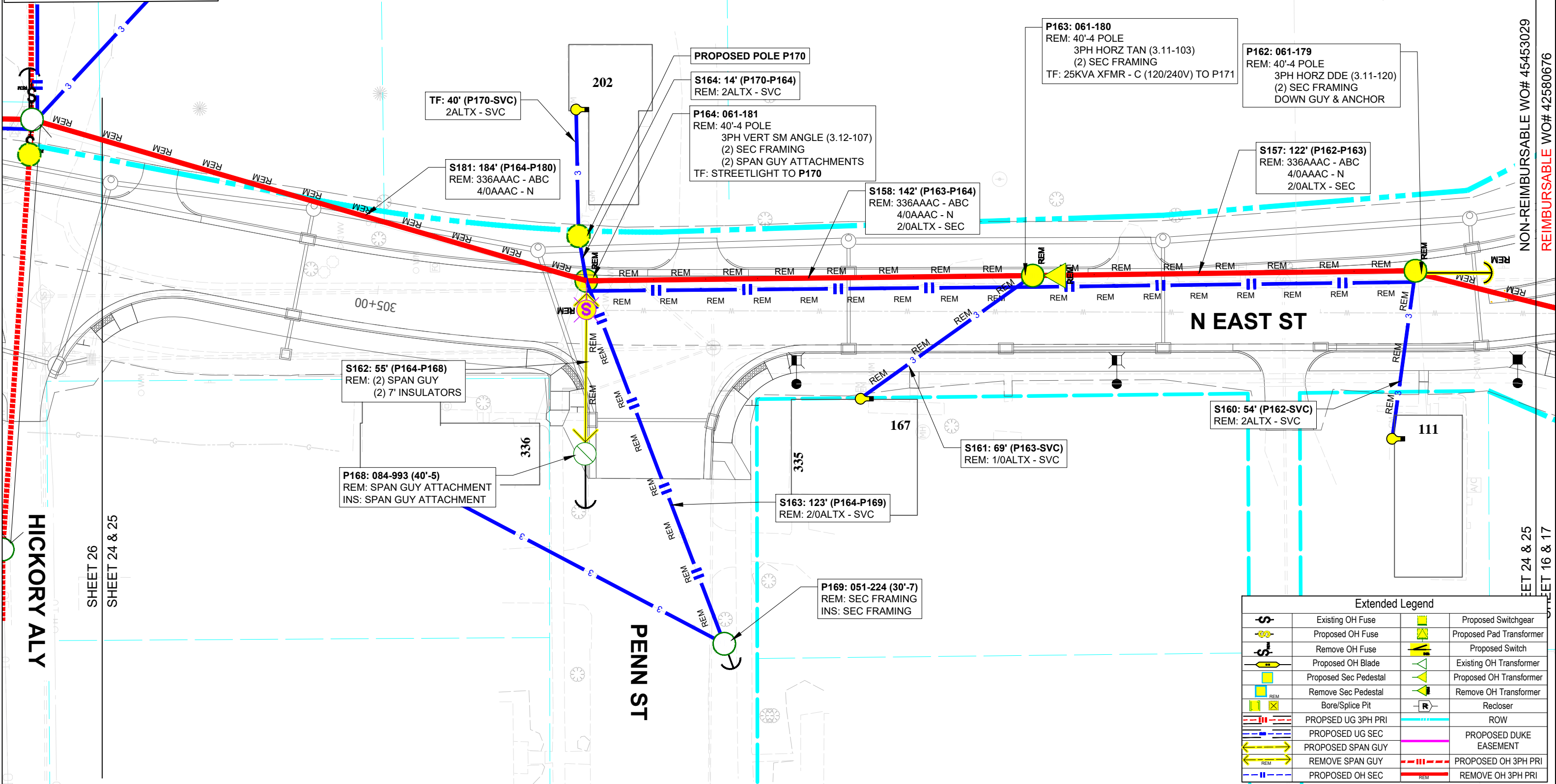
	General Information		Work Order Information		Circuit Information		Duke Energy Legend			INDEX	12.47 kV DISTRIBUTION LINES		
	INDOT DES #	1801731	<i>Distribution Reimbursable</i>		Distribution	WESTFIELD (370) 1277	Existing Duke Pole	Existing Distribution Line		DETAIL	SR 32 (MAIN ST) RECONSTRUCTION		
	SR 32 (MAIN ST) RECONSTRUCTION	ROAD RECONSTRUCTION	Emax #	Project Code	OU / Center	V542/S429	Proposed Duke Pole	Existing Secondary Line		DATE	7/9/2024	LOCATION	39.412382°, -87.387962°
	CITY OF WESTFIELD	HAMILTON COUNTY, IN	42580676	MX2580676	V542/S429		Remove Duke Pole	Existing Overhead Light		DRAWN	Zachary Bertrand	PHONE	(317) 804-3878
	WASHINGTON TOWNSHIP	<i>Distribution Non- Reimbursable</i>		Transmission	N/A	Existing Foreign Pole	Proposed Overhead Light	ELECTRIC TRANSMISSION & DISTRIBUTION LINE ENGINEERING	APPROVAL SIGNATURE	DWG NO	SHEET 23 OF 35		
		Emax #	Project Code	OU / Center	V542/S429	Proposed Downguy	Remove Overhead Light				Page 52 of 167		
		45453029	MX5453029	V542/S429	N/A	Existing Downguy	Demand Point						

INSTALL ONLY





REMOVE ONLY



NON-REIMBURSABLE WO# 45453029
 REIMBURSABLE WO# 42580676

Extended Legend			
	Existing OH Fuse		Proposed Switchgear
	Proposed OH Fuse		Proposed Pad Transformer
	Remove OH Fuse		Proposed Switch
	Proposed OH Blade		Existing OH Transformer
	Proposed Sec Pedestal		Proposed OH Transformer
	Remove Sec Pedestal		Remove OH Transformer
	Bore/Splice Pit		Recloser
	PROPOSED UG 3PH PRI		ROW
	PROPOSED UG SEC		PROPOSED DUKE EASEMENT
	PROPOSED SPAN GUY		PROPOSED OH 3PH PRI
	REMOVE SPAN GUY		REMOVE OH 3PH PRI
	PROPOSED OH SEC		

General Information	
INDOT DES #	1801731
SR 32 (MAIN ST) RECONSTRUCTION	ROAD RECONSTRUCTION
CITY OF WESTFIELD	HAMILTON COUNTY, IN
WASHINGTON TOWNSHIP	

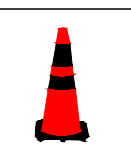
Work Order Information		
Distribution Reimbursable		
Emax #	Project Code	OU / Center
42580676	MX2580676	V542/S429
Distribution Non- Reimbursable		
Emax #	Project Code	OU / Center
45453029	MX5453029	V542/S429

Circuit Information	
Distribution	
WESTFIELD (370) 1277	
Transmission	
N/A	N/A

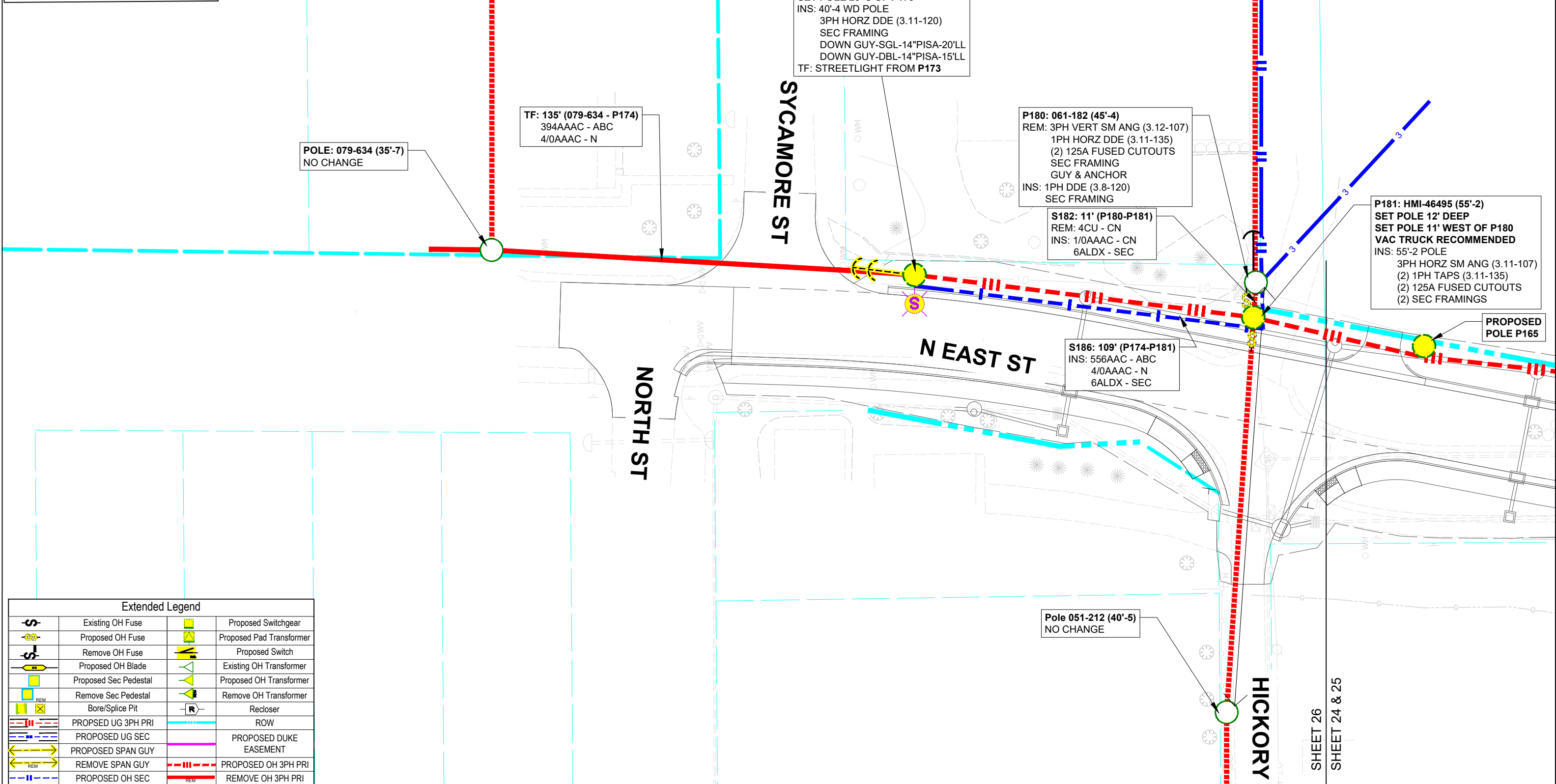
Duke Energy Legend			
	Existing Duke Pole		Existing Distribution Line
	Proposed Duke Pole		Existing Secondary Line
	Remove Duke Pole		Existing Overhead Light
	Existing Foreign Pole		Proposed Overhead Light
	Proposed Downguy		Remove Overhead Light
	Existing Downguy		Demand Point



DATE	7/9/2024	LOCATION	39.412382° , -87.387962°
DRAWN	Zachary Bertrand	PHONE	(317) 804-3878
ELECTRIC TRANSMISSION & DISTRIBUTION LINE ENGINEERING		APPROVAL SIGNATURE	DWG NO
			SHEET 25 OF 35



INSTALL ONLY



Extended Legend			
	Existing OH Fuse		Proposed Switchgear
	Proposed OH Fuse		Proposed Pad Transformer
	Remove OH Fuse		Proposed Switch
	Proposed OH Blade		Existing OH Transformer
	Proposed Sec Pedestal		Proposed OH Transformer
	Remove Sec Pedestal		Remove OH Transformer
	Bore/Splice Pit		Recloser
	PROPOSED UG 3PH PRI		ROW
	PROPOSED UG SEC		PROPOSED DUKE EASEMENT
	PROPOSED SPAN GUY		
	REMOVE SPAN GUY		PROPOSED OH 3PH PRI
	PROPOSED OH SEC		REMOVE OH 3PH PRI

	General Information INDOT DES # 1801731 SR 32 (MAIN ST) RECONSTRUCTION ROAD RECONSTRUCTION CITY OF WESTFIELD HAMILTON COUNTY, IN WASHINGTON TOWNSHIP		Work Order Information Distribution Reimbursable Emax # 42580676 Project Code MX2580676 OU / Center V542/S429 Distribution Non-Reimbursable Emax # 45453029 Project Code MX5453029 OU / Center V542/S429		Circuit Information Distribution WESTFIELD (370) 1277 Transmission N/A N/A		Duke Energy Legend Existing Duke Pole Proposed Duke Pole Remove Duke Pole Existing Foreign Pole Proposed Downguy Existing Downguy Existing Distribution Line Existing Secondary Line Existing Overhead Light Proposed Overhead Light Remove Overhead Light Demand Point		 Know what's below. Call before you dig.		 DATE 7/9/2024 DRAWN Zachary Bertrand ELECTRIC TRANSMISSION & DISTRIBUTION LINE ENGINEERING INDEX 12.47 kV DISTRIBUTION LINES DETAIL SR 32 (MAIN ST) RECONSTRUCTION LOCATION 39.412382°, -87.387962° PHONE (317) 804-3878 APPROVAL SIGNATURE DWG NO SHEET 26 OF 35	
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Upstream Protection

BREAKER AT SUB: WESTFIELD (377) (12.47/7.2kV)
654 Daniel Ct Westfield, IN 46074



Safety Reminders / Adverse Conditions

Remember "Your Circle of Safety"
ALL LOCATIONS TRUCK ACCESSIBLE

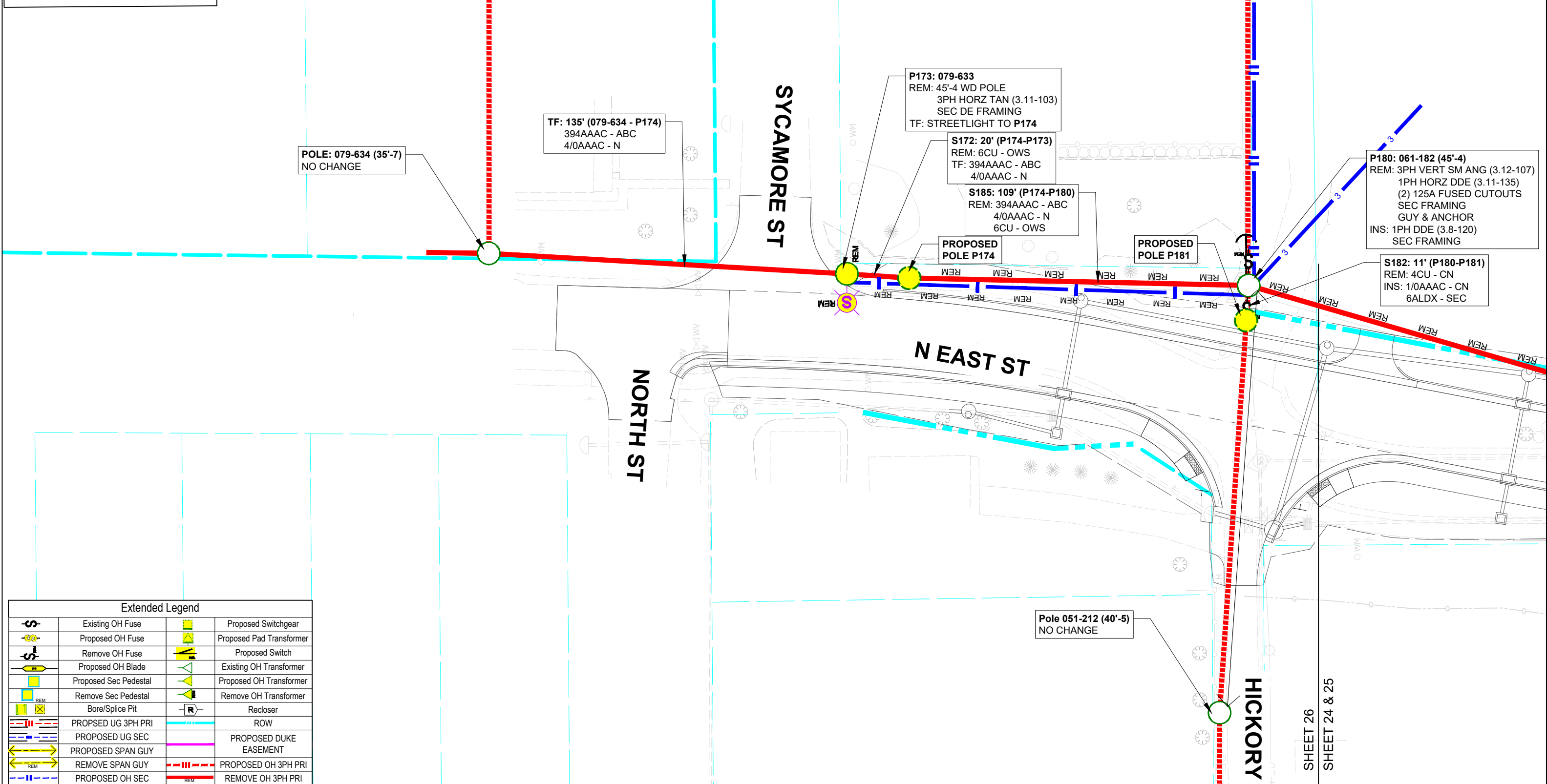


REMEMBER: Work zone area conditions may have changed for this job.
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Other Project Notes

TRAFFIC FLAGGING REQUIRED
CONTRACTOR TO FIELD VERIFY ALL EXISTING UTILITY LOCATIONS,
INVERTS, AND GRADES PRIOR TO CONSTRUCTION

REMOVE ONLY



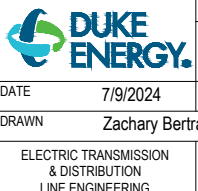
Extended Legend			
	Existing OH Fuse		Proposed Switchgear
	Proposed OH Fuse		Proposed Pad Transformer
	Remove OH Fuse		Proposed Switch
	Proposed OH Blade		Existing OH Transformer
	Proposed Sec Pedestal		Proposed OH Transformer
	Remove Sec Pedestal		Remove OH Transformer
	Bore/Splice Pit		Recloser
	PROPOSED UG 3PH PRI		ROW
	PROPOSED UG SEC		PROPOSED DUKE EASEMENT
	PROPOSED SPAN GUY		PROPOSED OH 3PH PRI
	REMOVE SPAN GUY		REMOVE OH 3PH PRI
	PROPOSED OH SEC		

General Information	
INDOT DES #	1801731
SR 32 (MAIN ST) RECONSTRUCTION	
ROAD RECONSTRUCTION	
CITY OF WESTFIELD	
HAMILTON COUNTY, IN	
WASHINGTON TOWNSHIP	

Work Order Information		
Distribution Reimbursable		
Emax #	Project Code	OU / Center
42580676	MX2580676	V542/S429
Distribution Non-Reimbursable		
Emax #	Project Code	OU / Center
45453029	MX5453029	V542/S429

Circuit Information	
Distribution	
WESTFIELD (370) 1277	
Transmission	
N/A	N/A

Duke Energy Legend			
	Existing Duke Pole		Existing Distribution Line
	Proposed Duke Pole		Existing Secondary Line
	Remove Duke Pole		Existing Overhead Light
	Existing Foreign Pole		Proposed Overhead Light
	Proposed Downguy		Remove Overhead Light
	Existing Downguy		Demand Point



INDEX	12.47 kV DISTRIBUTION LINES		
DETAIL	SR 32 (MAIN ST) RECONSTRUCTION		
DATE	7/9/2024	LOCATION	39.412382°, -87.387962°
DRAWN	Zachary Bertrand	PHONE	(317) 804-3878
ELECTRIC TRANSMISSION & DISTRIBUTION LINE ENGINEERING	APPROVAL SIGNATURE	DWG NO	SHEET 27 OF 35

SAFETYFirst
 PERSONAL ACCOUNTABILITY
 ACTIVE PLANNING
 HAZARD RECOGNITION

Upstream Protection
 BREAKER AT SUB: WESTFIELD (377) (12.47/7.2kV)
 654 Daniel Ct Westfield, IN 46074



Safety Reminders / Adverse Conditions
 Remember "Your Circle of Safety"
 ALL LOCATIONS TRUCK ACCESSIBLE



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Other Project Notes
 TRAFFIC FLAGGING REQUIRED
 CONTRACTOR TO FIELD VERIFY ALL EXISTING UTILITY LOCATIONS, INVERTS, AND GRADES PRIOR TO CONSTRUCTION

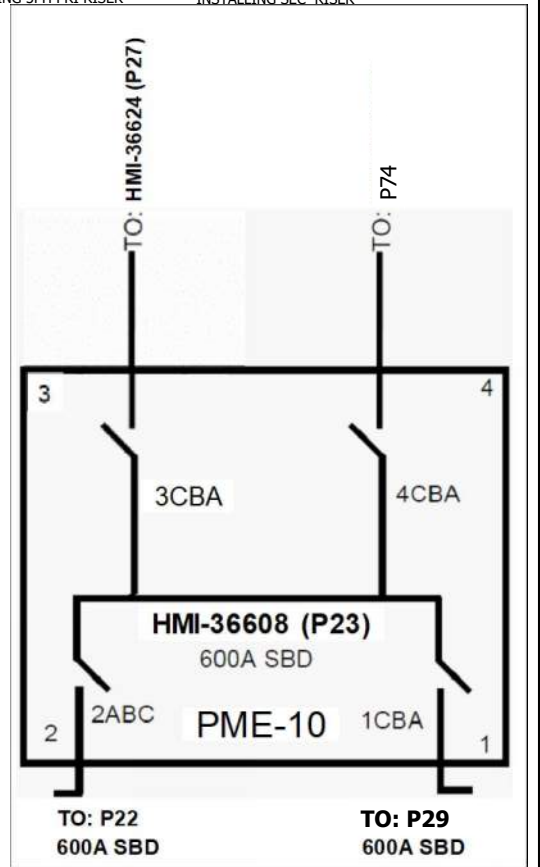
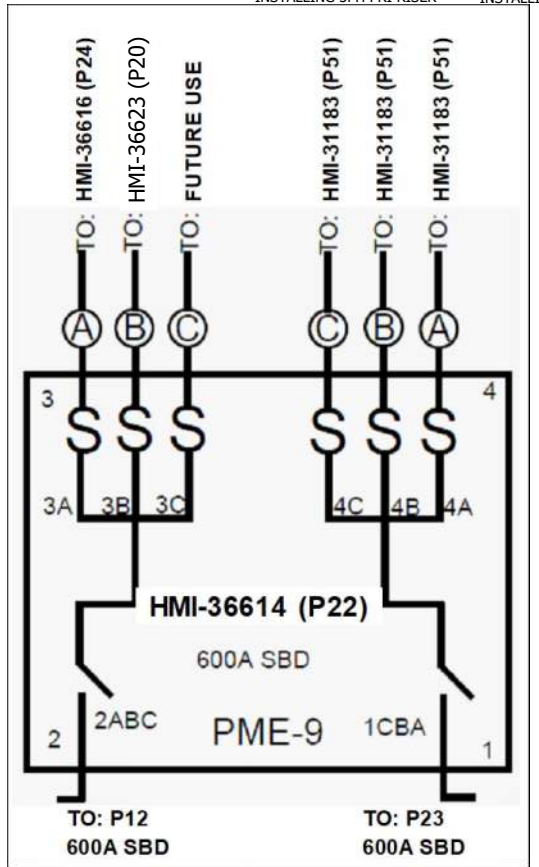
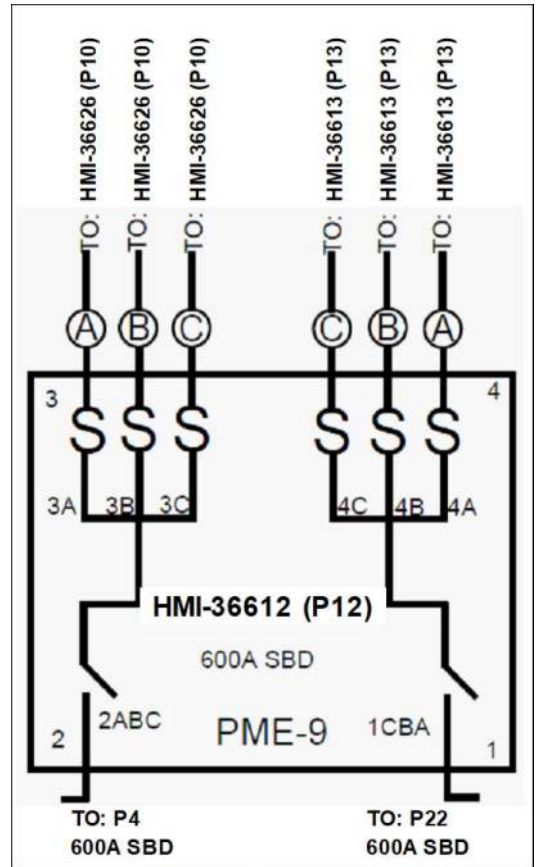
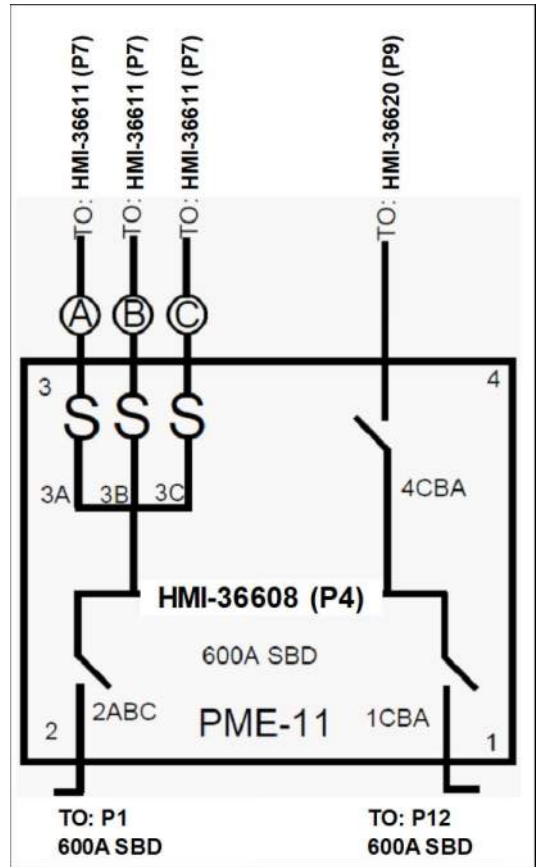
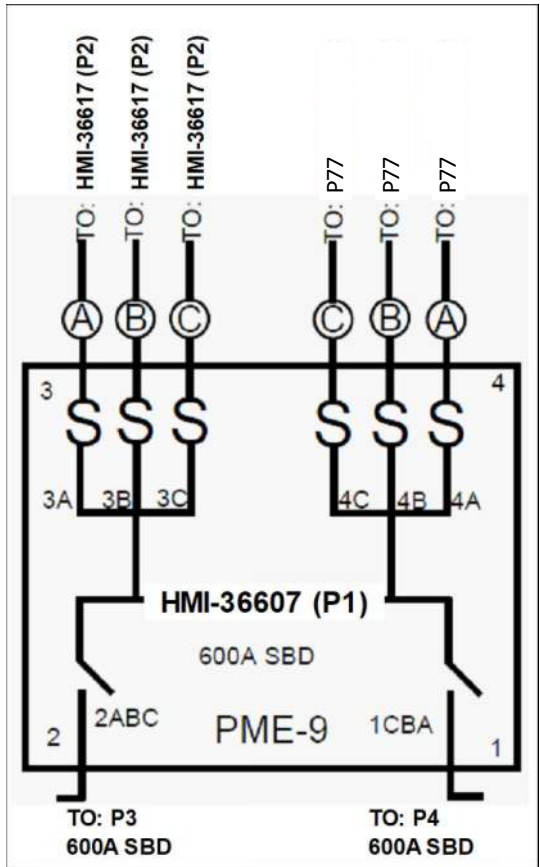
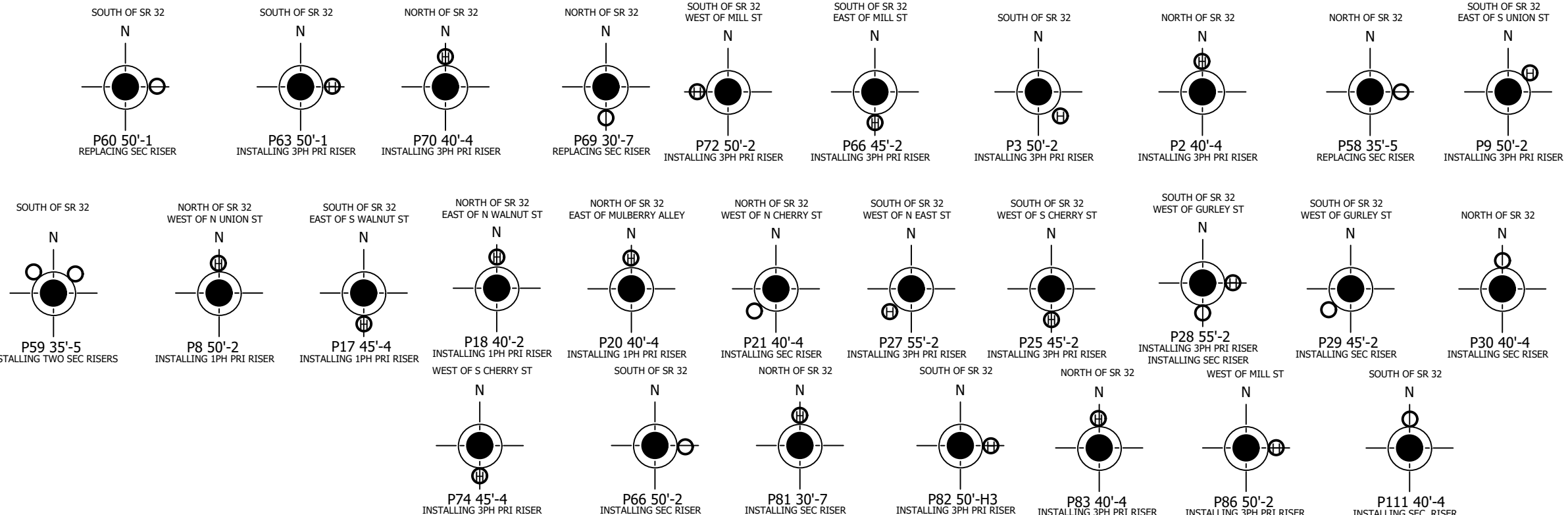
- CONSTRUCTION SEQUENCE:**
- INSTALL NEW POLES AND CONDUCTOR
 - TOP CUT EXISTING POLE
 - REMOVE POLES ONCE COMMS TRANSFER TO NEW POLES

- PERMITS REQUIRED:**
- INDOT

- GENERAL NOTES:**
- DISTURBED AREAS TO BE RESTORED TO ORIGINAL CONDITION OR BETTER.
 - CONTRACTOR MUST FIELD VERIFY ALL EXISTING UTILITY LOCATIONS, INVERTS, AND GRADES PRIOR TO CONSTRUCTION
 - PRIMARY CONDUIT TRENCH TO BE INSTALLED AT 36" BELOW GRADE MINIMUM, UNLESS OTHERWISE NOTED
 - DIRECTIONAL BORING CONDUIT TO BE INSTALLED AT 48" BELOW GRADE MINIMUM, UNLESS OTHERWISE NOTED
 - ALL PROPOSED ROW AND STORM INSTALLS TO BE STAKED PRIOR TO CONSTRUCTION

- ATTACHMENTS (IN NO PARTICULAR ORDER):**
- COMCAST
 - WINDSTREAM KDL
 - FRONTIER
 - LEVEL 3
 - METRO FIBERNET

SWITCH NAMES
 POINT NAME



	General Information		Work Order Information		Circuit Information		Duke Energy Legend				<p>Know what's below. Call before you dig.</p>		INDEX 12.47 kV DISTRIBUTION LINES
	INDOT DES # 1801731	SR 32 (MAIN ST) RECONSTRUCTION		Distribution Reimbursable		Distribution WESTFIELD (370) 1277		Existing Duke Pole	Existing Distribution Line	DETAIL SR 32 (MAIN ST) RECONSTRUCTION			
	ROAD RECONSTRUCTION	Emax # 42580676	Project Code MX2580676	OU / Center V542/S429	Transmission N/A		Proposed Duke Pole	Existing Secondary Line	DATE 7/9/2024	LOCATION 39.412382°, -87.387962°			
	CITY OF WESTFIELD	Distribution Non-Reimbursable		Transmission N/A		Remove Duke Pole	Existing Overhead Light	DRAWN Zachary Bertrand	PHONE (317) 804-3878				
HAMILTON COUNTY, IN	Emax # 45453029	Project Code MX5453029	OU / Center V542/S429	N/A		Existing Foreign Pole	Proposed Overhead Light	ELECTRIC TRANSMISSION & DISTRIBUTION LINE ENGINEERING		APPROVAL SIGNATURE	DWG NO SHEET 28 OF 35		
WASHINGTON TOWNSHIP	N/A		N/A		N/A		Proposed Downguy	Remove Overhead Light	APPROVAL SIGNATURE		Page 57 of 167		
WASHINGTON TOWNSHIP		N/A		N/A		N/A		Existing Downguy	Demand Point	APPROVAL SIGNATURE			



Upstream Protection

BREAKER AT SUB: WESTFIELD (377) (12.47/7.2kV)
654 Daniel Ct Westfield, IN 46074



Safety Reminders / Adverse Conditions

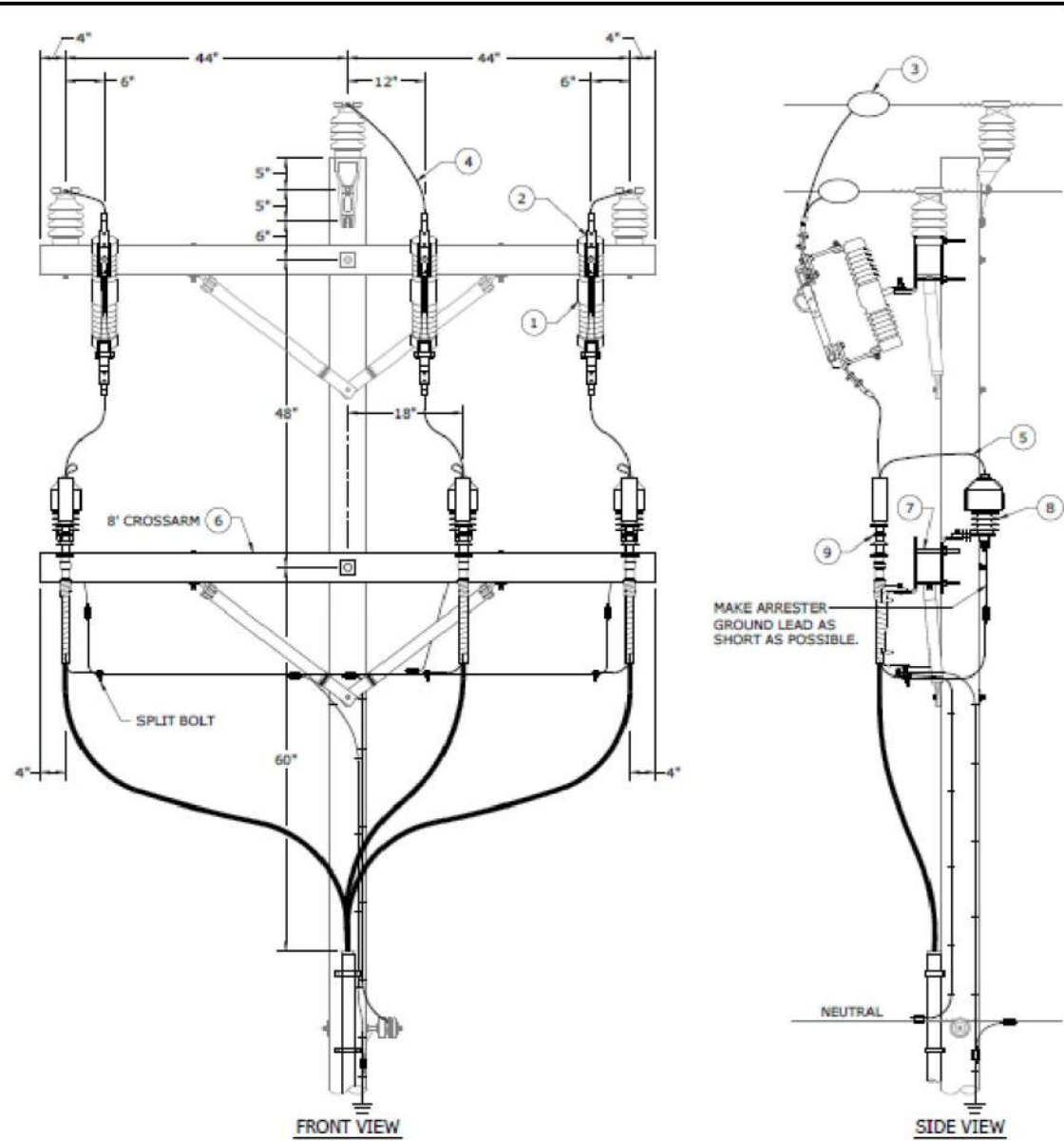
Remember "Your Circle of Safety"
ALL LOCATIONS TRUCK ACCESSIBLE



REMEMBER: Work zone area conditions may have changed for this job.
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to any work being performed each day.

Other Project Notes

TRAFFIC FLAGGING REQUIRED
CONTRACTOR TO FIELD VERIFY ALL EXISTING UTILITY LOCATIONS,
INVERTS, AND GRADES PRIOR TO CONSTRUCTION



NOTES:

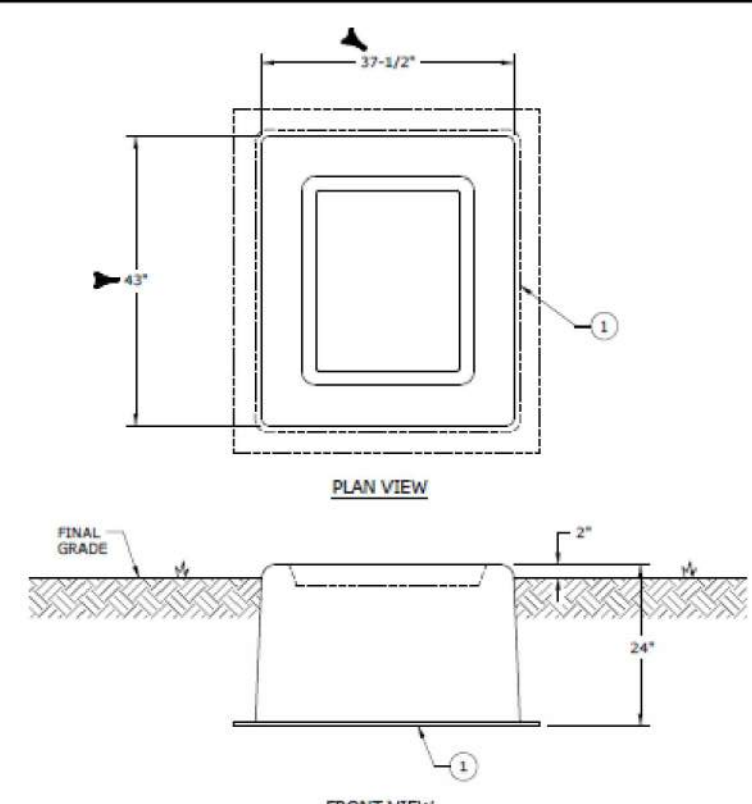
1. AN EXISTING 8 FOOT CROSSARM MAY BE USED IF THE REQUIRED 24" SPACING BETWEEN PHASES CAN BE OBTAINED AND IF THE ARM IS IN GOOD CONDITION. IF NOT, REPLACE WITH A 10 FOOT CROSSARM. NEW INSTALLATIONS REQUIRE A 10 FOOT CROSSARM.
2. THIS INSTALLATION MUST BE ACCESSIBLE FOR OPERATION FROM A BUCKET TRUCK EXCEPT WHEN APPROVED BY C&M AND ENGINEERING SUPERVISION.
3. SEE SECTION 21.00 FOR GROUNDING AND BONDING DETAILS.
4. SEE DWG. 21.01-100A FOR CONDUIT RISERS; DWG. 21.01-105A FOR U-GUARD RISERS.



THREE-PHASE IN-LINE RISER
ON HORIZONTAL CONSTRUCTION,
600A 15KV/25KV/35KV

DEC	DEM	DEP	DEF
X	X	X	X
21.05-100A			

3				
2				
1				
0	REVISED	BY	CHK'D	APPR.



BILL OF MATERIALS

BUBBLE NUMBER	COMPATIBLE UNIT	CU QTY	ITEM NUMBER	ITEM QTY/ CU	DESCRIPTION
1	STRUCT-PAD-TF-FG-SM-M	1	50094854	1	PAD, TRANSFORMER BOX, 37-1/2" WD X 43" LG X 24" DP, FIBERGLASS

NOTES:

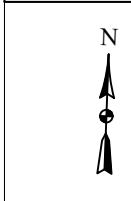
1. SEE DWG. 24.01-102 TO DETERMINE IF CURBING AND ABSORPTION BED IS REQUIRED.
2. PROTECTIVE POLES ARE REQUIRED WHEN TRANSFORMERS ARE EXPOSED TO VEHICLE TRAFFIC. SEE DWG. 36.01-105 FOR PROTECTIVE POLE DETAILS.
3. SEE SECTION 36 FOR ALL TRANSFORMER CLEARANCES.
4. THE SURFACE OF THE BOX PAD MUST BE LEVEL WITHIN 1" ACROSS IN ALL DIRECTIONS.
5. USE SAND OR BANK RUN GRAVEL IF BACKFILL IS REQUIRED TO LEVEL BOX PAD.
6. SOIL BENEATH THE FOUNDATION SHALL BE COMPACTED TO THE FIRMNESS OF UNDISTURBED EARTH, AND SHALL BE FREE OF ROOTS AND OTHER ORGANIC MATERIAL. BACKFILL AND TAMP THE SOIL AROUND THE PAD SUFFICIENTLY TO PREVENT WASHING.
7. SECURE TRANSFORMER TO FOUNDATION WITH HOLD DOWN CLAMPS SUPPLIED BY TRANSFORMER MANUFACTURER. SEE SECTION 27 FOR MOUNTING DETAILS.
8. FOR CABLE AND CONDUIT ENTRANCE ZONES, SEE DWG. 27.02-108.
9. CUT AND CAP ALL CONDUITS 6" ABOVE BASE OF BOX PAD.
10. OTHER UTILITIES SHALL NOT BE INSTALLED UNDER TRANSFORMER PAD. SEE SECTION 36 FOR MINIMUM CABLE CLEARANCES.
11. SEE SECTION 27 OF THIS MANUAL FOR GROUND ROD AND GROUND BUS DETAILS.



BOX PAD FOR SINGLE-PHASE
PAD-MOUNTED TRANSFORMERS

DEC	DEM	DEP	DEF
	X		
24.01-112			

3				
2				
1	REVISED	BY	CHK'D	APPR.
0	REVISED	BY	CHK'D	APPR.



General Information	
INDOT DES #	1801731
SR 32 (MAIN ST) RECONSTRUCTION ROAD RECONSTRUCTION	
CITY OF WESTFIELD	
HAMILTON COUNTY, IN	
WASHINGTON TOWNSHIP	

Work Order Information		
Distribution Reimbursable		
Emax #	Project Code	OU / Center
42580676	MX2580676	V542/S429
Distribution Non- Reimbursable		
Emax #	Project Code	OU / Center
45453029	MX5453029	V542/S429

Circuit Information	
Distribution	
WESTFIELD (370) 1277	
Transmission	
N/A	N/A

Duke Energy Legend			
	Existing Duke Pole		Existing Distribution Line
	Proposed Duke Pole		Existing Secondary Line
	Remove Duke Pole		Existing Overhead Light
	Existing Foreign Pole		Proposed Overhead Light
	Proposed Downguy		Remove Overhead Light
	Existing Downguy		Demand Point



INDEX	12.47 kV DISTRIBUTION LINES		
DETAIL	SR 32 (MAIN ST) RECONSTRUCTION		
DATE	7/9/2024	LOCATION	39.412382°, -87.387962°
DRAWN	Zachary Bertrand	PHONE	(317) 804-3878
ELECTRIC TRANSMISSION & DISTRIBUTION LINE ENGINEERING	APPROVAL SIGNATURE	DWG NO	SHEET 29 OF 35



Upstream Protection

BREAKER AT SUB: WESTFIELD (377) (12.47/7.2kV)
654 Daniel Ct Westfield, IN 46074



Safety Reminders / Adverse Conditions

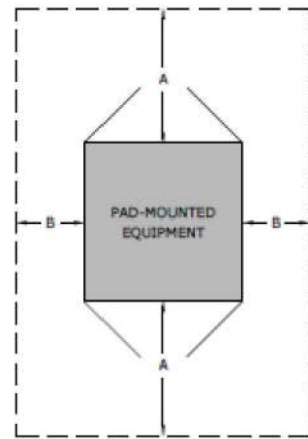
Remember "Your Circle of Safety"
ALL LOCATIONS TRUCK ACCESSIBLE



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Other Project Notes

TRAFFIC FLAGGING REQUIRED
CONTRACTOR TO FIELD VERIFY ALL EXISTING UTILITY LOCATIONS, INVERTS, AND GRADES PRIOR TO CONSTRUCTION



MINIMUM CLEAR WORKING SPACE AROUND PAD-MOUNTED EQUIPMENT		
TYPE OF PAD-MOUNTED EQUIPMENT	DIMENSION A DOOR SIDES (FT)	DIMENSION B (FT)
TRANSFORMERS (SEE NOTE 4)	10	3
SWITCHGEAR (SEE NOTE 3)	10	5
RECLOSERS, PRIMARY METERS, ETC.	10	3

MISCELLANEOUS CLEARANCES	
TYPE OF EQUIPMENT	CLEARANCE IN ANY DIRECTION (FT)
FUEL OR GAS DISPENSERS	20
CONTAINERS STORING FLAMMABLE LIQUID OR GAS	10
CUSTOMER-OWNED GENERATORS OR TRANSFORMERS	10
FIRE HYDRANTS	SEE NOTE 8
NATURAL GAS METERS	3

NOTES:

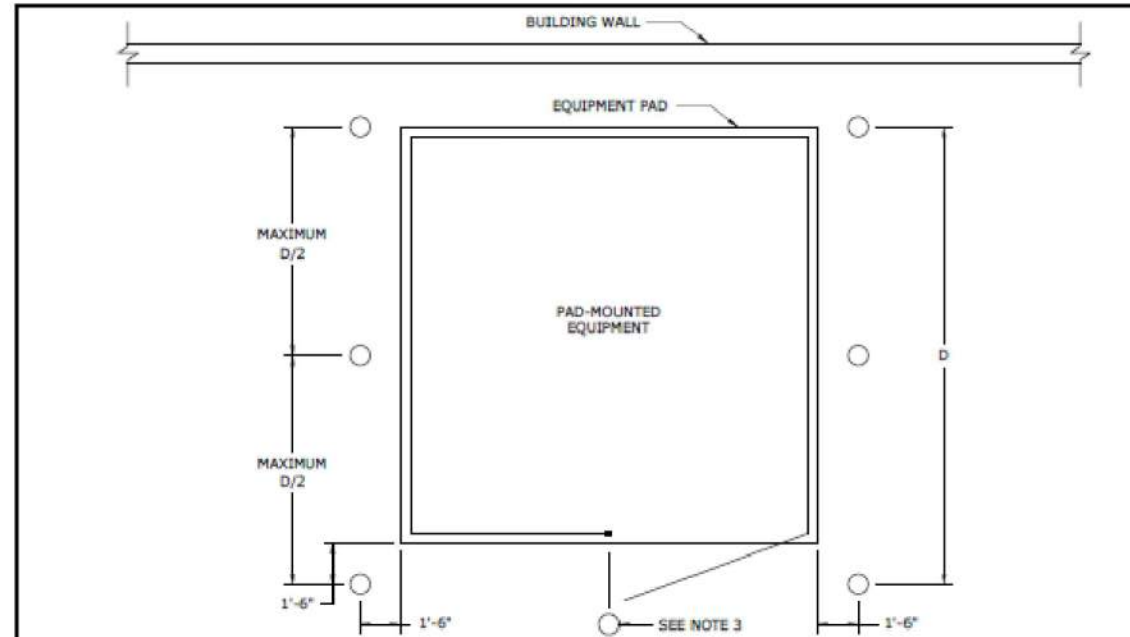
- ADEQUATE PASSAGeways TO ACCOMMODATE CRANES, LINE TRUCKS, OR OTHER NECESSARY LIFTING AND HAULING EQUIPMENT SHALL BE PROVIDED TO ALLOW FOR MAINTENANCE, OPERATION, OR REPLACEMENT.
- DISTANCES ARE FROM THE PAD OR SURFACE MOUNTED EQUIPMENT, WHICHEVER IS CLOSER TO THE OBJECT IN QUESTION.
- A MINIMUM CLEAR WORKING SPACE OF 5 FT MUST BE MAINTAINED FROM EACH NON-DOOR SIDE OF THE EQUIPMENT (TO ACCOMMODATE CONTROL CABINETS, ETC.).
- WHERE A METER IS MOUNTED TO A TRANSFORMER, A CLEAR SPACE AROUND THE METER OF AT LEAST 3 FT WIDE, 4 FT DEEP, AND 8 FT HIGH MUST BE PROVIDED AND ALWAYS AVAILABLE FOR READING, INSPECTING, TESTING, AND MAINTENANCE OPERATIONS.
- DISTANCES LESS THAN THOSE SPECIFIED MAY BE ALLOWED IF APPROVED BY THE APPROPRIATE CODE ENFORCEMENT AUTHORITY. THIS MAY REQUIRE ALTERNATE MEANS OF FIRE PROTECTION INCLUDING FIRE BARRIERS, FIRE RATED WALLS, SPRINKLER SYSTEMS, OIL CONTAINMENT MEANS, OR OTHER APPROVED MEASURES.
- IT SHALL BE THE CUSTOMER'S RESPONSIBILITY TO CONFORM TO ALL LOCAL BUILDING CODES, INSURANCE REGULATIONS, OR ORDINANCES AFFECTING THE EQUIPMENT LOCATION.
- FOR INSTALLATIONS SUBJECT TO REGULAR VEHICLE TRAFFIC, SEE DWG. 36.01-105.
- 7.5 FT. IN FLORIDA, 4 FT. ELSEWHERE. MAY BE REDUCED TO 3 FT BY AGREEMENT WITH LOCAL FIRE AUTHORITY.

DEC	DEM	DEP	DEF
X	X	X	X

36.01-103

3				
2				
1				
0	12/19/23	BAWWS	PLUTCHAK	INDEX
REVISED	BY	CK'D	APPR.	

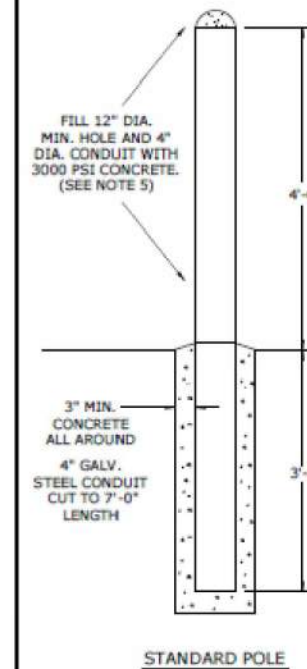
PAD-MOUNTED EQUIPMENT WORKING SPACE AND MISCELLANEOUS CLEARANCES



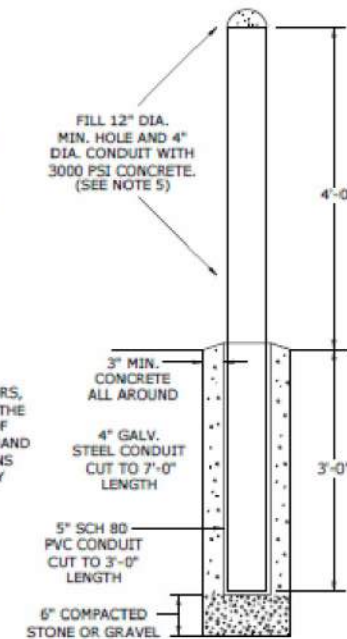
PLAN VIEW

NOTES:

- PROTECTIVE POLES CAN BE INSTALLED ON ALL SIDES OF PAD-MOUNTED EQUIPMENT THAT ARE SUBJECT TO REGULAR VEHICLE TRAFFIC. THEIR USE IS AT THE DISCRETION OF LOCAL ENGINEERING AND WILL BE THE CUSTOMER'S RESPONSIBILITY TO PROVIDE AND INSTALL AFTER ALL REASONABLE EFFORTS TO LOCATE THE PAD-MOUNTED EQUIPMENT ELSEWHERE HAVE BEEN EXHAUSTED.
- POLES SHOULD BE EVENLY SPACED ALONG THE SIDES OF THE PAD-MOUNTED EQUIPMENT, NO WIDER THAN HALF THE DIMENSION OF THE SIDE THEY ARE PROTECTING. EXCEPTIONS TO THIS ALONG SIDES WITH DOORS ARE ALLOWED IN ORDER TO ACCOMMODATE NOTE 3.
- ON ANY SIDE OF PAD-MOUNTED EQUIPMENT WITH DOORS, THIS POLE SHOULD BE CENTRALLY LOCATED BETWEEN THE DOORS AND MUST ACCOMMODATE THE DOOR SWING OF THE EQUIPMENT. IT SHALL BE EITHER REMOVABLE BY HAND OR COLLAPSIBLE. REMOVABLE OR COLLAPSIBLE DESIGNS OTHER THAN WHAT ARE SHOWN MUST BE APPROVED BY LOCAL ENGINEERING.
- POLES LOCATED ON ANY SIDE OF PAD-MOUNTED EQUIPMENT SHALL NOT INTERFERE WITH THE SAFE OPERATION AND EXPECTED MAINTENANCE OR REPLACEMENT OF THAT EQUIPMENT.
- POLES SHALL BE PAINTED YELLOW OR OUTFITTED WITH A YELLOW BOLLARD COVER OR POST SLEEVE.
- ALL POLES SHALL HAVE A 2" REFLECTIVE TAPE APPLIED EITHER AROUND THE TOP OF THE BOLLARD OR EXTENDING VERTICALLY DOWN THE LENGTH OF THE BOLLARD FOR 24". VERTICAL APPLICATIONS MUST BE ON THE SIDE FACING ANY ANTICIPATED TRAFFIC.



STANDARD POLE



REMOVABLE POLE

3				
2				
1				
0	12/19/23	BAWWS	PLUTCHAK	INDEX
REVISED	BY	CK'D	APPR.	

PROTECTIVE POLES FOR PAD-MOUNTED EQUIPMENT

DEC	DEM	DEP	DEF
X	X	X	X

36.01-105



General Information	
INDOT DES #	1801731
SR 32 (MAIN ST) RECONSTRUCTION	
ROAD RECONSTRUCTION	
CITY OF WESTFIELD	
HAMILTON COUNTY, IN	
WASHINGTON TOWNSHIP	

Work Order Information		
Distribution Reimbursable		
Emax #	Project Code	OU / Center
42580676	MX2580676	V542/S429
Distribution Non-Reimbursable		
Emax #	Project Code	OU / Center
45453029	MX5453029	V542/S429

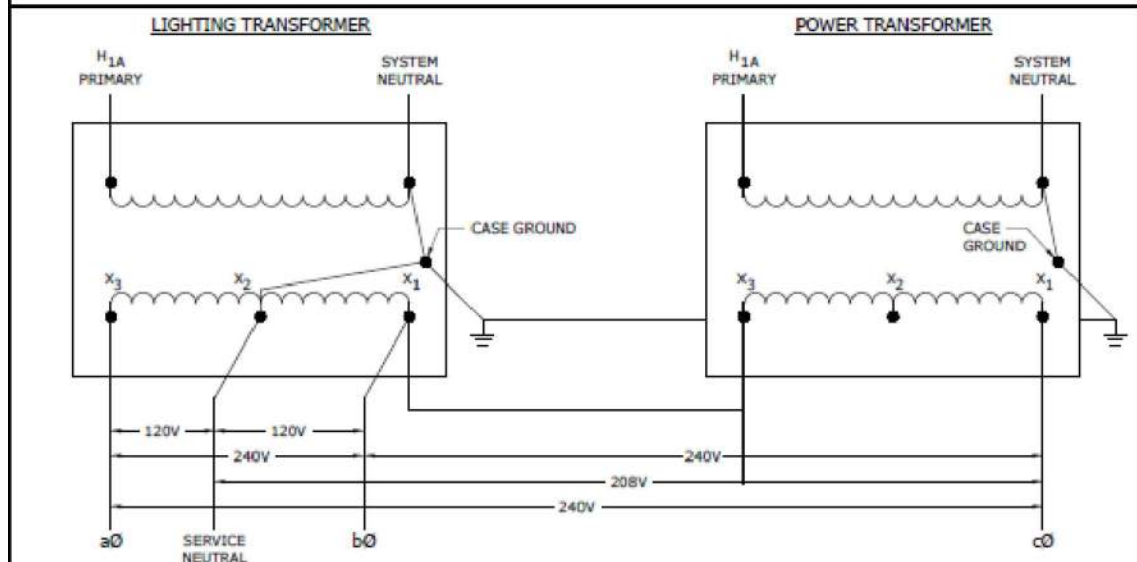
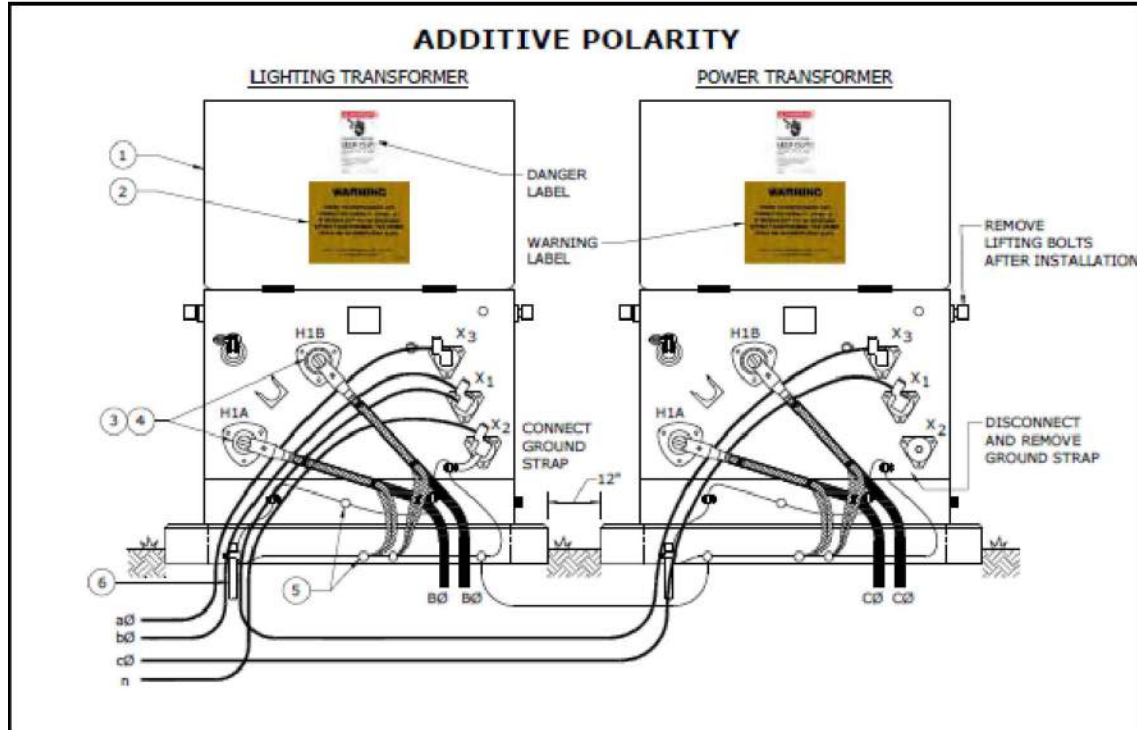
Circuit Information	
Distribution	
WESTFIELD (370) 1277	
Transmission	
N/A	
N/A	

Duke Energy Legend			
	Existing Duke Pole		Existing Distribution Line
	Proposed Duke Pole		Existing Secondary Line
	Remove Duke Pole		Existing Overhead Light
	Existing Foreign Pole		Proposed Overhead Light
	Proposed Downguy		Remove Overhead Light
	Existing Downguy		Demand Point



DATE 7/9/2024
DRAWN Zachary Bertrand
ELECTRIC TRANSMISSION & DISTRIBUTION LINE ENGINEERING

INDEX	12.47 kV DISTRIBUTION LINES	
DETAIL	SR 32 (MAIN ST) RECONSTRUCTION	
LOCATION	39.412382°, -87.387962°	
PHONE	(317) 804-3878	
APPROVAL SIGNATURE		DWG NO
		SHEET 30 OF 35



NOTES:

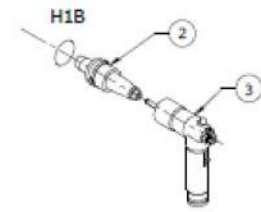
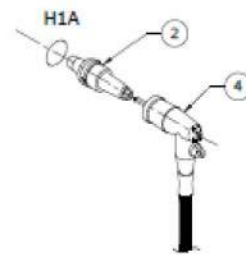
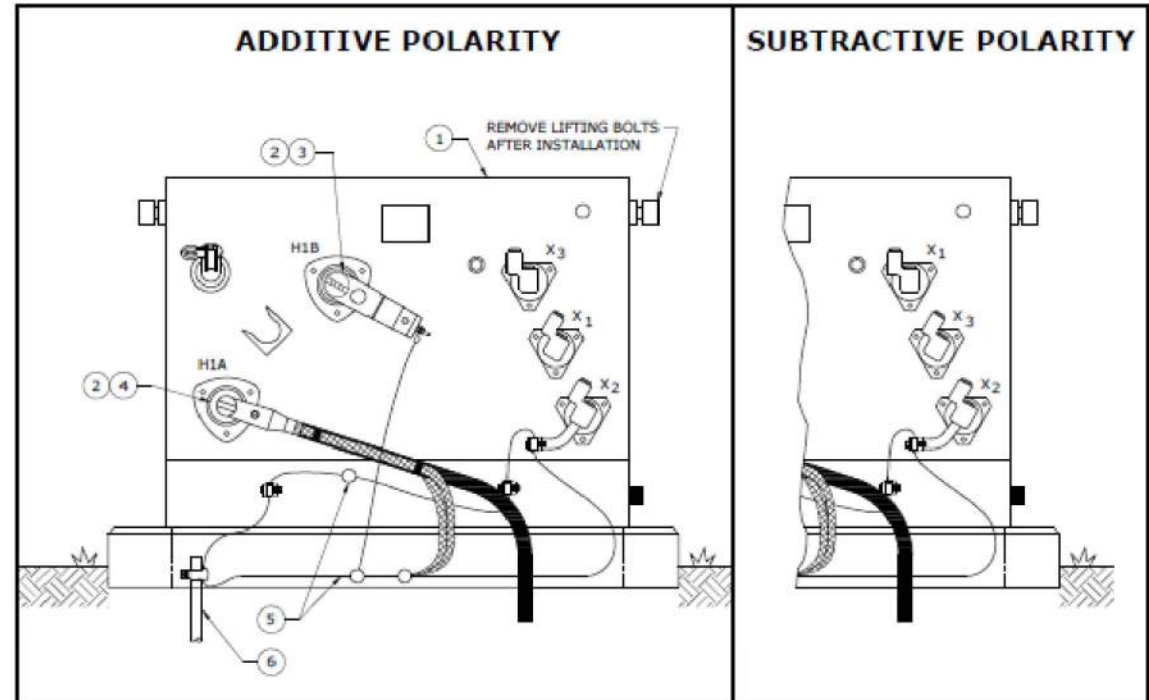
- THIS DOES NOT INCLUDE 250KVA 240/120V PAD-MOUNTED TRANSFORMERS. SEE DWG. 27.02-180 FOR BANKING 250KVA SINGLE-PHASE PAD-MOUNTED TRANSFORMERS.
- SEE DWG. 27.02-162 FOR ALL OTHER NOTES RELATED TO THIS INSTALLATION.
- SEE DWG. 27.02-164 FOR THE BILL OF MATERIALS FOR THIS INSTALLATION.



3				
2				
1				
0	REVISED	BY	CHK'D	APPR.

240/120V THREE-PHASE 4-WIRE SERVICE
 OPEN WYE - OPEN DELTA BANKING CONNECTION
 4KV - 15KV SINGLE-PHASE PAD-MOUNTED TRANSFORMERS

DEC	DEM	DEP	DEF
X	X	X	
27.02-150			
3			
2			
1			
0	REVISED	BY	CHK'D



NOTES:

- SEE DWG. 27.02-140 FOR ALL NOTES RELATED TO THIS INSTALLATION.



3				
2				
1				
0	REVISED	BY	CHK'D	APPR.

4KV THRU 25KV 240/120V SINGLE-PHASE
 PAD-MOUNTED TRANSFORMER
 RADIAL INSTALLATIONS

DEC	DEM	DEP	DEF
X	X	X	X
27.02-136A			
3			
2			
1			
0	REVISED	BY	CHK'D

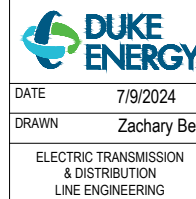


General Information	
INDOT DES #	1801731
SR 32 (MAIN ST) RECONSTRUCTION ROAD RECONSTRUCTION	
CITY OF WESTFIELD	
HAMILTON COUNTY, IN	
WASHINGTON TOWNSHIP	

Work Order Information		
Distribution Reimbursable		
Emax #	Project Code	OU / Center
42580676	MX2580676	V542/S429
Distribution Non-Reimbursable		
Emax #	Project Code	OU / Center
45453029	MX5453029	V542/S429

Circuit Information	
Distribution	WESTFIELD (370) 1277
Transmission	N/A

Duke Energy Legend			
	Existing Duke Pole		Existing Distribution Line
	Proposed Duke Pole		Existing Secondary Line
	Remove Duke Pole		Existing Overhead Light
	Existing Foreign Pole		Proposed Overhead Light
	Proposed Downguy		Remove Overhead Light
	Existing Downguy		Demand Point



INDEX	12.47 kV DISTRIBUTION LINES		
DETAIL	SR 32 (MAIN ST) RECONSTRUCTION		
DATE	7/9/2024	LOCATION	39.412382°, -87.387962°
DRAWN	Zachary Bertrand	PHONE	(317) 804-3878
ELECTRIC TRANSMISSION & DISTRIBUTION LINE ENGINEERING	APPROVAL SIGNATURE	DWG NO	SHEET 31 OF 35



Upstream Protection

BREAKER AT SUB: WESTFIELD (377) (12.47/7.2kV)
654 Daniel Ct Westfield, IN 46074



Safety Reminders / Adverse Conditions

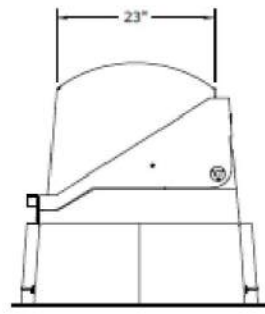
Remember "Your Circle of Safety"
ALL LOCATIONS TRUCK ACCESSIBLE



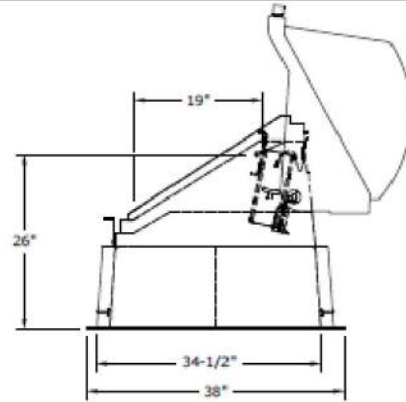
REMEMBER: Work zone area conditions may have changed for this job. Everyone is responsible for verifying the safety information is correct prior to any work being performed each day.

Other Project Notes

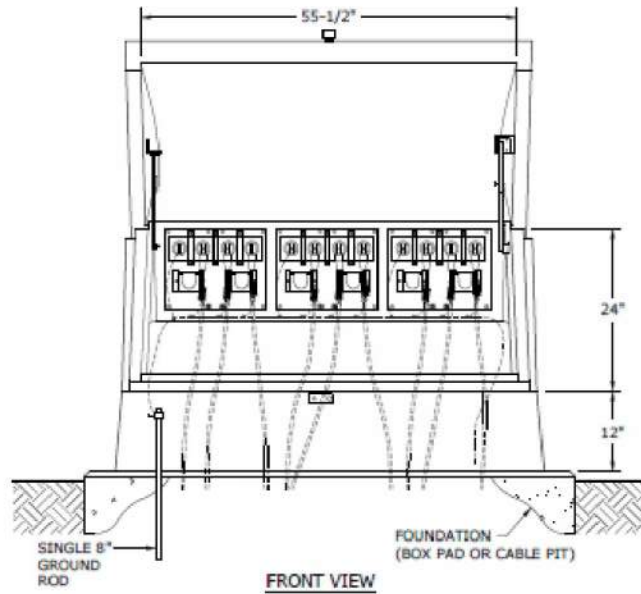
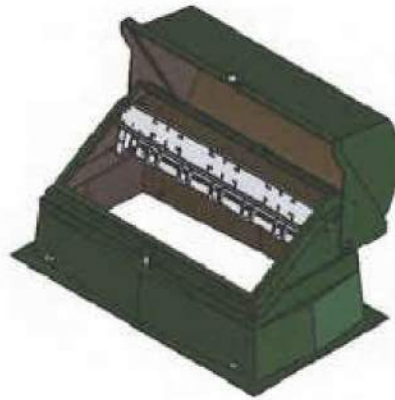
TRAFFIC FLAGGING REQUIRED
CONTRACTOR TO FIELD VERIFY ALL EXISTING UTILITY LOCATIONS, INVERTS, AND GRADES PRIOR TO CONSTRUCTION



SIDE VIEW (LID CLOSED)



SIDE VIEW (LID OPEN)



FRONT VIEW

3				
2	10/01	BARNS	PLITCHER	SHAWNH
1	1/10/11	BARNS	PLITCHER	SHAWNH
0	1/27/09	BARNS	PLITCHER	SHAWNH
REVISED	BY	CHK'D	APPR.	

THREE-PHASE 200A PRIMARY JUNCTION ENCLOSURE (SMOD) 15KV



DEC	DEM	SEP	DEF
	X		
25.01-105A			

BILL OF MATERIALS

ITEM NUMBER	COMPATIBLE UNIT	CU QTY	ITEM NUMBER	ITEM QTY/ CU	DESCRIPTION
1	CAB-JUNC-PRI-LG-3P-M	1	938540	4	WASHER, LOCK, SPRING, 1/2" NOM, 0.512" ID, 0.869" OD, 1/8" THK
			50099469	1	ENCLOSURE, SECTIONALIZING, 37" WD X 60" LG X 38" HT, FBG, 15KV, 3PH
			939033	4	WASHER, SQ, 3/4" NOM, 2-1/4" OD, 3/16" THK, GALV STL, ASTM A153
			50061955	4	BOLT, MACH, 1/2" DIA, 13 UNC, 2" LG, HEX HEAD, HOT DIP GALV STL
2	GND-EQUIP-4-RING-1P-M	1	933361	1	CONNECTOR, ELECT, COMP, TAP, #2-6 AWG SOL CONDUCTOR, CU, H-TYPE
			104649	1.2	WIRE/CABLE, ELECT, BARE, GROUND, SOL SD, 4 AWG, 0.1264 LB/FT
2	GND-ROD-UG-M	1	4022616	1	ROD, GROUND, 5/8" DIA, 8' LG, 10 MIL THK CU COATING CLAD
			932539	1	CLAMP, GROUNDING, CABLE TO ROD, 8 SOL-1/8 STR COND TO 5/8" ROD
3	ELBOW-1/0-AL-200A-15KV-LB-M	SEE NOTES	50124544	1	CONNECTOR, ELECT, LBK, ELBOW, 1/0 AWG SOL AL COND, 15KV, 200A
			50124557	1	KIT, ACCESSORY, 15KV CABLE SIZE 1/0, SPRING, GROUND STRAP
4	ELBOW-COV-INSL-200A-15KV-M	SEE NOTES	933361	2	CONNECTOR, ELECT, COMP, TAP, #2-6 AWG SOL CONDUCTOR, CU, H-TYPE
			837010	1	RECEPTACLE, ELECTRICAL, DEADEND, 15KV, SHIELDED
4	ELBOW-FTB-4/0-AL-200A-15KV-LB-4POS-M	3	1003225	1	JUNCTION, LOADBREAK, 15KV 200A, 4 RECEPTACLES, W/ U-STRAP
6	STRUCT-PAD-SG-FG-MD-M	SEE NOTE 14	836353	1	PAD, MINI SWITCH BOX, 75" WD X 48" LG X 36" DP, FIBERGLASS

NOTES:

- ENCLOSURE IS A ONE PIECE FIBERGLASS UNIT WITH A SWING-UP, HINGED REMOVABLE TOP.
- ENCLOSURE CAN BE USED FOR THE FOLLOWING:
 - TO PROVIDE A POINT FOR ISOLATING AND GROUNDING LONG RUNS OF UNDERGROUND CABLE. THE NESC REQUIRES A MINIMUM OF 4 GROUNDS WITHIN EACH MILE OF CABLE UNDER NORMAL CONDITIONS. WHILE THERE ARE ALLOWABLE EXCEPTIONS TO THIS RULE AS DESCRIBED IN DWG. 20.04-141, EVERY REASONABLE ATTEMPT SHALL BE MADE TO ADHERE TO THE GROUNDING REQUIREMENTS OF THE NESC WITHOUT USING THE EXCEPTION. TESTING AND ISOLATING POINTS LOCATED AT LEAST EVERY 1/4 MILE ALSO FACILITATE THE TROUBLE SHOOTING PROCESS IN CASE OF A CABLE FAILURE.
 - IN SOME AREAS, IT HAS BEEN A COMMON PRACTICE TO BRING THREE, SEPARATE SINGLE-PHASE RUNS OF CABLE TOGETHER TO PROVIDE SERVICE TO A SINGLE THREE-PHASE TRANSFORMER. THESE INSTALLATIONS CREATE SIGNIFICANT SWITCHING PROBLEMS WHEN IT IS NECESSARY TO ISOLATE THE THREE-PHASE UNIT. IF IT IS NECESSARY TO INSTALL A THREE-PHASE UNIT IN SUCH A MANNER, A THREE-PHASE JUNCTION CABINET IS RECOMMENDED TO PROVIDE A THREE-PHASE TAP FOR THAT TRANSFORMER.
 - THREE-PHASE TAPS FOR A SINGLE THREE-PHASE TRANSFORMER. THESE SHOULD BE AVOIDED UNLESS IT IS NOT FEASIBLE TO EXTEND THE UNDERGROUND LOOP.
 - TEMPORARILY ENDING PRIMARY CABLE RUNS ON THE LAST PROPERTY LINES OF A DEVELOPMENT.
- ENCLOSURE WILL ACCEPT UP TO A 4-WAY PRIMARY JUNCTION. SEE DWG. 26.02-131 FOR ORDERING DETAILS. JUNCTIONS FOR USE WITHIN CABINETS ARE THOSE SUPPLIED WITH U-STRAPS AND NOT THE STAINLESS STEEL BRACKET.
- 4-WAY JUNCTIONS SHOULD BE USED IF THE CABINET IS INSTALLED AS A MEANS OF PROVIDING A THREE-PHASE TAP. THIS ALLOWS A MODULE FOR BOTH THE INGOING AND OUTGOING CABLES, THE TAP, AND A CONVENIENT MEANS OF TESTING AND GROUNDING.
- NUMBER OF ELBOWS DETERMINED BY APPLICATION (ISOLATION POINT VERSUS TAP).
- IF USED AS AN OPEN POINT WITHIN A LOOP, UTILIZE A PORTABLE FEED-THRU (SEE DWG. 26.02-129) AND THE APPROPRIATE ELBOW ARRESTERS (SEE DWG. 26.18-101).
- ALL UNUSED MODULES ON THE JUNCTION SHALL BE COVERED WITH THE APPROPRIATE INSULATING RECEPTACLE (SEE DWG. 26.02-127).
- DO NOT FILL INSIDE OF ENCLOSURE WITH BACKFILL.
- GROUND MOUNTING BAR AT BOTH GROUND LUGS WITH #4 BC.
- INSTALL FAULT INDICATORS ON ANY TAP FROM THE CABINET AND ON THE OUTGOING RUN OF CABLE IF THE CABINET IS INSTALLED TO SEGMENT A LONG RUN OF UNDERGROUND. THE INDICATOR LIGHT FOR FAULT INDICATORS SHOULD BE PLACED IN SUCH A MANNER AS TO MAKE IT VISIBLE FROM A ROAD OR STREET (SEE DWG. 26.20-101).
- REPLACEMENT U-STRAPS ARE AVAILABLE (SEE DWG. 26.02-131).
- NO ABOVE GROUND OBSTRUCTIONS SHALL BE PLACED WITHIN 3' OF THE SIDES AND BACK OR WITHIN 10' OF THE FRONT OF THE ENCLOSURE.
- THE SMOD OR PRIMARY JUNCTION ENCLOSURE CAN BE PLACED EITHER ON THE FIBERGLASS STRUCTURE IN THE BILL OF MATERIALS OR ON THE CABLE PIT IN SECTION 24.02.
- THIS PARTICULAR ENCLOSURE IS FOR USE IN 15KV APPLICATIONS ONLY. IT SHOULD NOT BE USED ON 35KV SYSTEMS.



THREE-PHASE 200A PRIMARY JUNCTION ENCLOSURE (SMOD) INSTALLATION NOTES

3				
2				
1	1/10/11	BARNS	PLITCHER	SHAWNH
0	1/27/09	BARNS	PLITCHER	SHAWNH
REVISED	BY	CHK'D	APPR.	

DEC	DEM	SEP	DEF
	X		
25.01-105B			



General Information

INDOT DES #	1801731
SR 32 (MAIN ST) RECONSTRUCTION	
ROAD RECONSTRUCTION	
CITY OF WESTFIELD	
HAMILTON COUNTY, IN	
WASHINGTON TOWNSHIP	

Work Order Information

Distribution Reimbursable		
Emax #	Project Code	OU / Center
42580676	MX2580676	V542/S429
Distribution Non-Reimbursable		
Emax #	Project Code	OU / Center
45453029	MX5453029	V542/S429

Circuit Information

Distribution
WESTFIELD (370) 1277
Transmission
N/A
N/A

Duke Energy Legend

	Existing Duke Pole		Existing Distribution Line
	Proposed Duke Pole		Existing Secondary Line
	Remove Duke Pole		Existing Overhead Light
	Existing Foreign Pole		Proposed Overhead Light
	Proposed Downguy		Remove Overhead Light
	Existing Downguy		Demand Point



INDEX	12.47 kV DISTRIBUTION LINES		
DETAIL	SR 32 (MAIN ST) RECONSTRUCTION		
DATE	7/9/2024	LOCATION	39.412382°, -87.387962°
DRAWN	Zachary Bertrand	PHONE	(317) 804-3878
ELECTRIC TRANSMISSION & DISTRIBUTION LINE ENGINEERING	APPROVAL SIGNATURE	DWG NO	SHEET 32 OF 35



Upstream Protection

BREAKER AT SUB: WESTFIELD (377) (12.47/7.2kV)
654 Daniel Ct Westfield, IN 46074



Safety Reminders / Adverse Conditions

Remember "Your Circle of Safety"
ALL LOCATIONS TRUCK ACCESSIBLE



REMEMBER: Work zone area conditions may have changed for this job. Everyone is responsible for verifying the safety information is correct prior to any work being performed each day.

Other Project Notes

TRAFFIC FLAGGING REQUIRED
CONTRACTOR TO FIELD VERIFY ALL EXISTING UTILITY LOCATIONS, INVERTS, AND GRADES PRIOR TO CONSTRUCTION

KV NOMINAL	DISTANCE (INCHES)													
	A1	A2	B	C	D	E	F	G	H	J	K	L	M	W
15	14-1/2	7	69-1/2	49-1/2	69-3/4	12-3/8	66-3/4	8-1/4	45-1/2	5-3/8	10-3/4	8-5/8	38	75
25	18-1/2	8-1/8	78-1/2	52	84-3/4	12-7/8	81-3/4	8-1/4	51-1/2	6	12	14-7/8	42-1/2	84

PME-9 15/25 KV
DIMENSIONS AND CABLE/CONDUIT PLACEMENT
28.01-118A

KV NOMINAL	DISTANCE (INCHES)												
	A	B	C	D	E	F	G	H	L	M	W		
15	14-1/2	69-1/2	55-1/2	75-3/4	12-3/8	72-3/4	8-1/4	45-1/2	8-5/8	38	75		
25	18-1/2	78-1/2	58-1/2	91-1/4	12-7/8	88-1/4	8-1/4	51-1/2	14-7/8	42-1/2	84		

PME-10 15/25 KV
DIMENSIONS AND CABLE/CONDUIT PLACEMENT
28.01-120A

General Information

INDOT DES #	1801731
SR 32 (MAIN ST) RECONSTRUCTION	
ROAD RECONSTRUCTION	
CITY OF WESTFIELD	
HAMILTON COUNTY, IN	
WASHINGTON TOWNSHIP	

Work Order Information

Distribution Reimbursable		
Emax #	Project Code	OU / Center
42580676	MX2580676	V542/S429
Distribution Non- Reimbursable		
Emax #	Project Code	OU / Center
45453029	MX5453029	V542/S429

Circuit Information

Distribution	WESTFIELD (370) 1277
Transmission	N/A

Duke Energy Legend

	Existing Duke Pole		Existing Distribution Line
	Proposed Duke Pole		Existing Secondary Line
	Remove Duke Pole		Existing Overhead Light
	Existing Foreign Pole		Proposed Overhead Light
	Proposed Downguy		Remove Overhead Light
	Existing Downguy		Demand Point

DUKE ENERGY

INDEX	12.47 kV DISTRIBUTION LINES		
DETAIL	SR 32 (MAIN ST) RECONSTRUCTION		
DATE	7/9/2024	LOCATION	39.412382°, -87.387962°
DRAWN	Zachary Bertrand	PHONE	(317) 804-3878
ELECTRIC TRANSMISSION & DISTRIBUTION LINE ENGINEERING	APPROVAL SIGNATURE	DWG NO	SHEET 33 OF 35

Page 62 of 167



Upstream Protection

BREAKER AT SUB: WESTFIELD (377) (12.47/7.2kV)
654 Daniel Ct Westfield, IN 46074



Safety Reminders / Adverse Conditions

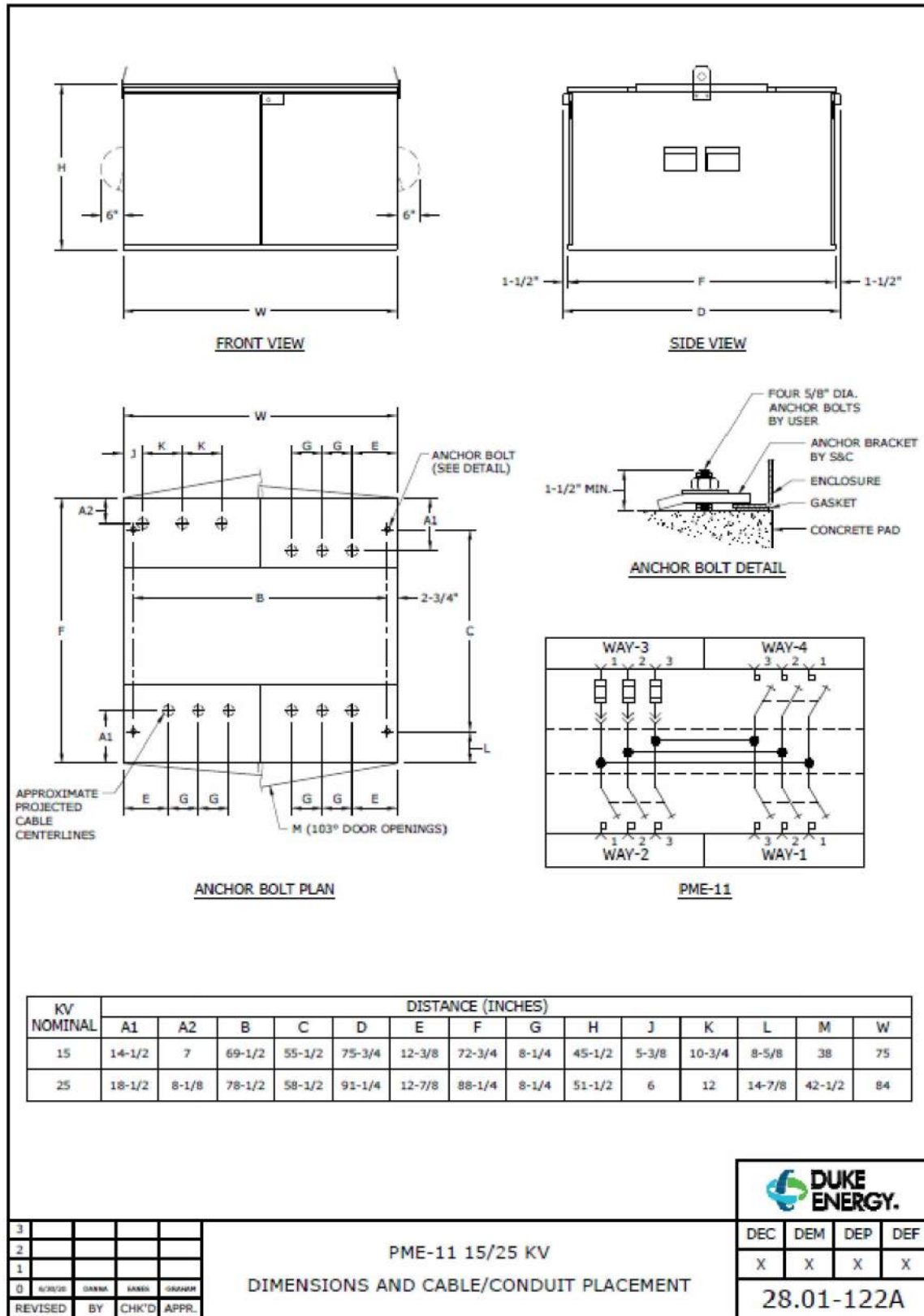
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ALL LOCATIONS TRUCK ACCESSIBLE



REMEMBER: Work zone area conditions may have changed for this job.
Everyone is responsible for verifying the safety information is correct prior to any work being performed each day.

Other Project Notes

TRAFFIC FLAGGING REQUIRED
CONTRACTOR TO FIELD VERIFY ALL EXISTING UTILITY LOCATIONS,
INVERTS, AND GRADES PRIOR TO CONSTRUCTION



PRIMARY OR SECONDARY CABLES - DIRECT BURIED OR IN CONDUIT					
PARALLELING	HORIZONTAL SEPARATION (IN)		CROSSING	VERTICAL SEPARATION (IN)	
	PREFERRED (SEE NOTE 2)	NESC MINIMUMS		PREFERRED (SEE NOTE 3)	NESC MINIMUMS
COMMUNICATION LINES	12	SEE NOTE 4	COMMUNICATION LINES	12	SEE NOTE 4
WATER LINES	36	SEE NOTE 2	WATER LINES	12	SEE NOTE 2
SEWER LINES	36	SEE NOTE 2	SEWER LINES	12	SEE NOTE 2
FUEL LINES	36	12 (SEE NOTE 5)	FUEL LINES	12	12 (SEE NOTE 5)
STEAM LINES	60	12 (SEE NOTE 5)	STEAM LINES	36	12 (SEE NOTE 5)
CUSTOMER OWNED CABLES	36	SEE NOTE 2	CUSTOMER OWNED CABLES	12	SEE NOTE 2

PRIMARY OR SECONDARY CABLES - IN A CONDUIT (DUCTBANK) SYSTEM					
PARALLELING	HORIZONTAL SEPARATION (IN)		CROSSING	VERTICAL SEPARATION (IN)	
	PREFERRED (SEE NOTE 2)	NESC MINIMUMS		PREFERRED (SEE NOTE 3)	NESC MINIMUMS
COMMUNICATION LINES	12	3 - CONCRETE 4 - MASONRY	COMMUNICATION LINES	12	3 - CONCRETE 4 - MASONRY
WATER LINES	36	SEE NOTE 2	WATER LINES	12	SEE NOTE 2
SEWER LINES	36	SEE NOTE 2	SEWER LINES	12	SEE NOTE 2
FUEL LINES	36	12 (SEE NOTE 5)	FUEL LINES	12	12 (SEE NOTE 5)
STEAM LINES	60	SEE NOTE 6	STEAM LINES	36	SEE NOTE 6
CUSTOMER OWNED CABLES	36	SEE NOTE 2	CUSTOMER OWNED CABLES	12	SEE NOTE 2

NOTES:

- THE MINIMUM SEPARATIONS IN THIS DRAWING REFER ONLY TO SEPARATE TRENCH LINES AND DO NOT APPLY TO JOINT TRENCH INSTALLATIONS.
- THE NESC DOES NOT SPECIFY ACTUAL DISTANCES FROM MOST UTILITIES, BUT INSTEAD STATES THAT THE RADIAL SEPARATION SHOULD BE ADEQUATE TO PERMIT ACCESS TO AND MAINTENANCE OF EITHER FACILITY TO LIMIT DAMAGE TO THE OTHER (RULE 320.B.1 AND RULE 353.A.2). THE DISTANCES SHOWN IN THE ABOVE TABLE HAVE BEEN FOUND TO MEET THESE CRITERIA. LESSER DISTANCES MAY BE ALLOWED WITH AGREEMENT BY ALL OF THE INVOLVED PARTIES.
- VERTICAL SEPARATION MUST BE SUFFICIENT TO LIMIT THE LIKELIHOOD OF DETRIMENTAL LOAD BEING TRANSFERRED TO EITHER OF THE UTILITIES OR STRUCTURES INVOLVED. THE DISTANCES SHOWN IN THE ABOVE TABLE HAVE BEEN FOUND TO MEET THESE CRITERIA. LESSER DISTANCES MAY BE ALLOWED WITH AGREEMENT BY ALL OF THE INVOLVED PARTIES.
- DIRECT BURIED APPLICATIONS WITH LESS THAN 12" OF RADIAL SEPARATION BETWEEN COMMUNICATION AND SUPPLY CONDUCTORS ARE CONSIDERED "RANDOM LAY" AND REQUIRE AGREEMENT BETWEEN THE AFFECTED PARTIES. RANDOM LAY INSTALLATIONS MUST ALSO MEET MORE STRINGENT NESC GUIDELINES AND SHOULD BE AVOIDED UNLESS PART OF A JOINT TRENCH AGREEMENT.
- DIRECT BURIED PRIMARY AND SECONDARY CABLES SHALL BE INSTALLED WITH A MINIMUM RADIAL SEPARATION OF NOT LESS THAN 12" FROM STEAM LINES, GAS, AND OTHER LINES THAT TRANSPORT FLAMMABLE MATERIAL.
- ENCASED CONDUIT OR DUCTBANK SYSTEMS SHOULD BE INSTALLED SO AS TO LIMIT THE LIKELIHOOD OF DETRIMENTAL HEAT TRANSFER BETWEEN THE STEAM AND DUCTBANK SYSTEMS.
- INSTALLATIONS UNDER RAILROAD TRACKS MUST BE A MINIMUM OF 60" BELOW THE TOP OF RAILS. THIS IS THE NESC MINIMUM ONLY. CONSULT WITH THE DUKE ENERGY PERMIT COORDINATOR FOR ACTUAL REQUIREMENTS DICTATED BY INDIVIDUAL RAILROADS.

3				
2				
1				
0	REVISED	BY	CHK'D	APPR.

UNDERGROUND CLEARANCES FROM OTHER UTILITIES
NOT IN A JOINT TRENCH CONFIGURATION

DUKE ENERGY

DEC	DEM	DEP	DEF
X	X	X	X

36.02-101

General Information

INDOT DES # 1801731
SR 32 (MAIN ST) RECONSTRUCTION
ROAD RECONSTRUCTION
CITY OF WESTFIELD
HAMILTON COUNTY, IN
WASHINGTON TOWNSHIP

Work Order Information

Distribution Reimbursable
Emax # 42580676
Project Code MX2580676
OU / Center V542/S429

Distribution Non- Reimbursable
Emax # 45453029
Project Code MX5453029
OU / Center V542/S429

Circuit Information

Distribution
WESTFIELD (370) 1277

Transmission
N/A

Duke Energy Legend

	Existing Duke Pole		Existing Distribution Line
	Proposed Duke Pole		Existing Secondary Line
	Remove Duke Pole		Existing Overhead Light
	Existing Foreign Pole		Proposed Overhead Light
	Proposed Downguy		Remove Overhead Light
	Existing Downguy		Demand Point

ILLINOIS ZERO

811
Know what's below.
Call before you dig.

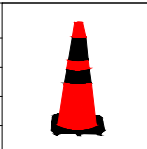
DUKE ENERGY

INDEX 12.47 kV DISTRIBUTION LINES
DETAIL SR 32 (MAIN ST) RECONSTRUCTION
DATE 7/9/2024
LOCATION 39.412382°, -87.387962°
DRAWN Zachary Bertrand
PHONE (317) 804-3878
ELECTRIC TRANSMISSION & DISTRIBUTION LINE ENGINEERING
APPROVAL SIGNATURE
DWG NO SHEET 34 OF 35
Page 63 of 167

 PERSONAL ACCOUNTABILITY ACTIVE TRAINING HAZARD RECOGNITION	Upstream Protection
	BREAKER AT SUB: WESTFIELD (377) (12.47/7.2kV)
	654 Daniel Ct Westfield, IN 46074



Safety Reminders / Adverse Conditions
Remember "Your Circle of Safety"
ALL LOCATIONS TRUCK ACCESSIBLE



REMEMBER: Work zone area conditions may have changed for this job. Everyone is responsible for verifying the safety information is correct prior to any work being performed each day.

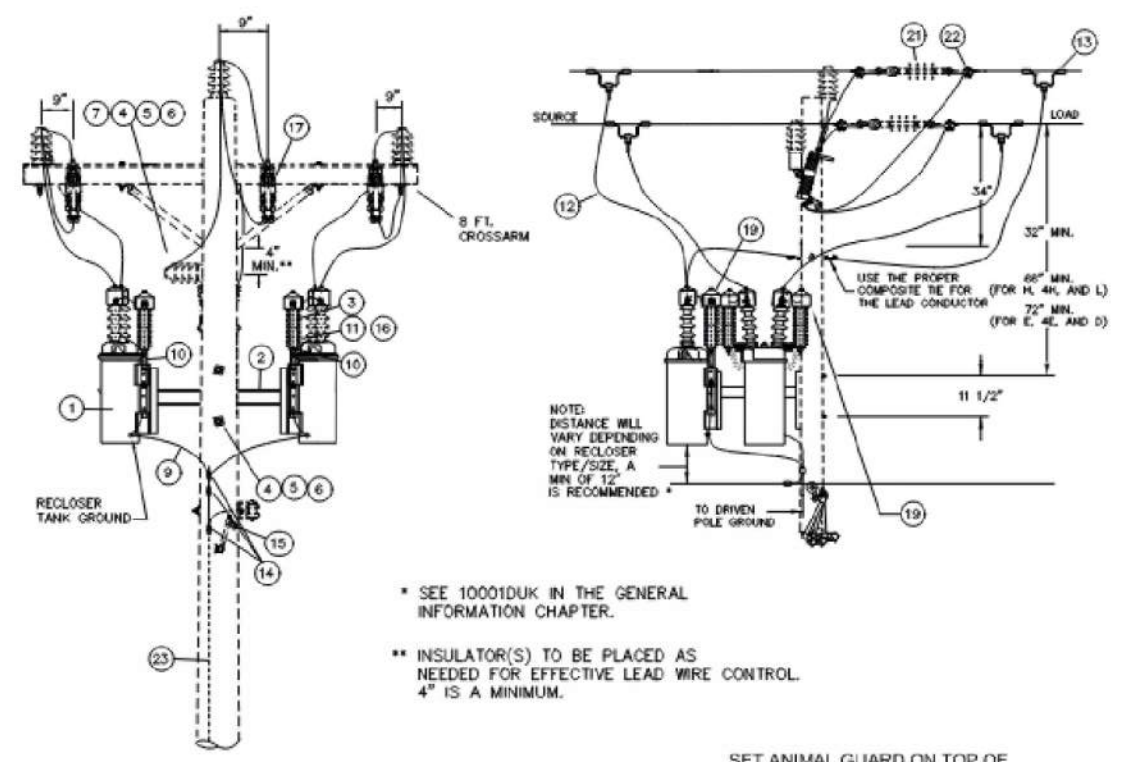
Other Project Notes
TRAFFIC FLAGGING REQUIRED
CONTRACTOR TO FIELD VERIFY ALL EXISTING UTILITY LOCATIONS, INVERTS, AND GRADES PRIOR TO CONSTRUCTION



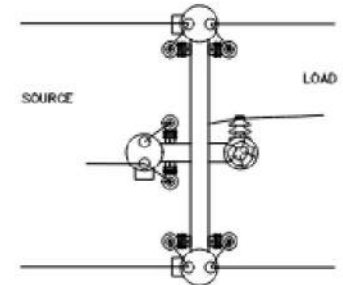
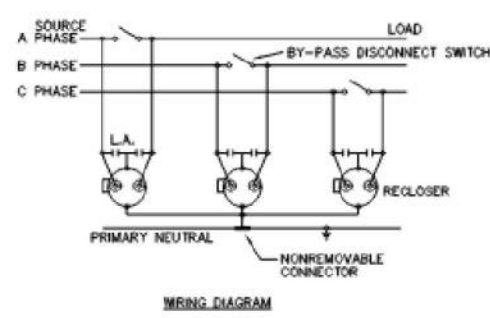
D - Engineering Standards

23540DUK

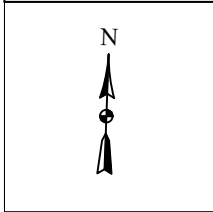
4kV-25kV Single Phase Recloser On Three Phase Line (200 Amp Maximum) FOR MAINTENANCE ONLY



SET ANIMAL GUARD ON TOP OF RECLOSER BUSHING, **NOT OVER SKIRT.**



- NOTES:
- FOR INSTALLATIONS >4/0, DESIGNER MUST SPECIFY CONNECTORS FOR BY-PASS.
 - ALL PRIMARY BUSHINGS AND ARRESTERS SHALL HAVE ANIMAL GUARDS INSTALLED.
 - MOUNT ARRESTERS ON RECLOSER HANGER BRACKET. REFER TO 23510DUK FOR MORE DETAIL.
 - SEE DISTRIBUTION PLANNING FOR BY-PASS FUSING.



General Information	
INDOT DES #	1801731
SR 32 (MAIN ST) RECONSTRUCTION	
ROAD RECONSTRUCTION	
CITY OF WESTFIELD	
HAMILTON COUNTY, IN	
WASHINGTON TOWNSHIP	

Work Order Information		
Distribution Reimbursable		
Emax #	Project Code	OU / Center
42580676	MX2580676	V542/S429
Distribution Non- Reimbursable		
Emax #	Project Code	OU / Center
45453029	MX5453029	V542/S429

Circuit Information	
Distribution	
WESTFIELD (370) 1277	
Transmission	
N/A	N/A

Duke Energy Legend			
	Existing Duke Pole		Existing Distribution Line
	Proposed Duke Pole		Existing Secondary Line
	Remove Duke Pole		Existing Overhead Light
	Existing Foreign Pole		Proposed Overhead Light
	Proposed Downguy		Remove Overhead Light
	Existing Downguy		Demand Point



	INDEX	12.47 kV DISTRIBUTION LINES	
	DETAIL	SR 32 (MAIN ST) RECONSTRUCTION	
DATE	7/9/2024	LOCATION	39.412382°, -87.387962°
DRAWN	Zachary Bertrand	PHONE	(317) 804-3878
ELECTRIC TRANSMISSION & DISTRIBUTION LINE ENGINEERING	APPROVAL SIGNATURE	DWG NO	
			SHEET 35 OF 35

CU Estimate Job Cost Summary Sorted by: Site, Employee Name

Estimate Request:	8111499	Design 42580676 - A for Work	Request Type:	JOB
Work Site:	TD-IN			
Master WO:	42580676	WP (DUE TBD) INDOT DES 1801731		
Estimate Version:	13	@ SR 32 (NEAR UNION ST) ROAD	Estimate Type:	INPROG
Estimated On:	06/13/2023	At: 08:25:35 AM	By:	MAXADMIN

		Internal	External	Total
Labor Hours				
	Labor Hours - On Site:	3196.3		3196.3
	Labor Hours - Off Site:	0	0	0
	Total Labor Hours:	3196.3	0	3196.3
Costs				
	Labor Cost:	361942.35	0	361942.35
	Services Cost:		87960	87960
	Tools Cost:	0	0	0
	Total Labor, Services, & Tools Cost:	361942.35	87960	449902.35
	New Material Cost:	357636.7	0	357636.7
	Less Salvage:	0		0
	Total Material Cost:	357636.7	0	357636.7
	Total Overheads:			260520.04
	Total Gross Cost:			1068059.09
	Less Applied Contributions:			0
	Less OH Relocation Cost:			419654.99
	Plus CIAC Cost:			168982.07
	Total Net Cost:			817386.17
	Plus Total Deferred Cost:			0
	Total Estimated Cost:			817386.17

Show Report Criteria

CU Estimate Job Cost Summary Sorted by: Site, Employee Name

Estimate Request:	8111499	Design 42580676 - A for Work Request 42580676	Request Type:	JOB
Work Site:	TD-IN			
Master WO:	42580676	WP (AWAITING EASMENTS) INDOT DES 1801731 @ SR 32 (NEAR UNION Design 42580676 - A for Work Request 42580676	Estimate Type:	INPROG
Estimate Version:	18			
Estimated On:	05/28/2025	At: 10:44:53 AM	By:	MAXADMIN

		Internal	External	Total
Labor Hours				
	Labor Hours - On Site:	3108.28		3108.28
	Labor Hours - Off Site:	0	0	0
	Total Labor Hours:	3108.28	0	3108.28
Costs				
	Labor Cost:	372837.84	0	372837.84
	Services Cost:		284690.84	284690.84
	Tools Cost:	0	0	0
	Total Labor, Services, & Tools Cost:	372837.84	284690.84	657528.68
	New Material Cost:	379394.45	0	379394.45
	Less Salvage:	0		0
	Total Material Cost:	379394.45	0	379394.45
	Total Overheads:			460177.97
	Total Gross Cost:			1497101.1
	Less Applied Contributions:			0
	Less OH Relocation Cost:			470768.19
	Total Net Cost:			1026332.91
	Plus Total Deferred Cost:			0
	Total Estimated Cost:			1026332.91

Show Report Criteria

DEDICATION OF PUBLIC RIGHT OF WAY

THIS INDENTURE WITNESSETH, that Indianapolis Hebrew Congregation, Inc., an Indiana nonprofit corporation (“**Grantor**”), hereby grants, conveys, and warrants to the City of Westfield, Indiana, an Indiana municipality (“**Grantee**”), for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, that certain real estate in Hamilton County, Indiana, more particularly described in **Exhibit A** and shown on **Exhibit B**, each attached hereto and incorporated herein (the “**Real Estate**”) for use as a right-of-way for public road purposes and the construction, operation, and maintenance of public utilities in, under, over, and across said right-of-way.

This dedication is made free and clear of all leases and is subject to easements, agreements, restrictions, encumbrances, rights-of-way and other matters of record.

Grantor hereby specifically acknowledges and agrees that the Real Estate conveyed herein is conveyed in fee simple and that no reversionary rights whatsoever shall remain with Grantor or any successors in title to the abutting lands of Grantor, notwithstanding any subsequent abandonment, disuse, nonuse, change of use, conveyance, lease and/or transfer by Grantee or its successors in title, of a portion or all of the Real Estate or any right of way, roadway or roadway appurtenances established thereupon. These acknowledgements and agreements are a covenant running with the land and shall be binding upon Grantor and its successors and assigns.

Grantor represents and certifies that the person executing this Dedication of Public Right of Way on behalf of Grantor is duly empowered by the Grantor to execute and deliver this Dedication of Public Right of Way; that the Grantor has full capacity and authorization to convey the real estate described and that all necessary action has been duly taken for the making of this dedication.

[Signature Page Follows]

IN WITNESS WHEREOF, Grantor has executed this instrument this 25th day of June, 2025.

GRANTOR:

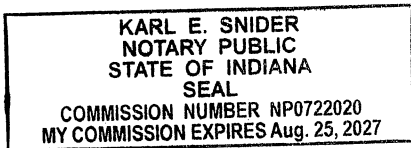
Indianapolis Hebrew Congregation,
an Indiana nonprofit corporation

By: Peter Smith-Hisler
Name: PETER SMITH-HISLER
Title: EXECUTIVE DIRECTOR

STATE OF INDIANA)
) SS:
COUNTY OF Marion)

Before me, a Notary Public in and for said County and State, personally appeared Peter Smith-Hisler, an Exec. Director of Indianapolis Hebrew Congregation, an Indiana nonprofit corporation, who acknowledged the execution of this Dedication of Public Right of Way for and on behalf of said corporation.

Witness my hand and Notarial Seal this 25th day of June, 2025.



Karl E. Snider
Notary Signature
KARL E. Snider
Printed

My Commission Expires: August 25, 2027
My County of Residence: Marion
My Commission Number: NP0722020

Grantee's address and return after recording: _____

This Instrument prepared by Michael A. Brockman, Esq., Taft Stettinius & Hollister LLP, One Indiana Square, Suite 3500, Indianapolis, IN 46204.

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 A. Brockman.

ACCEPTANCE

WHEREAS, the foregoing Grantor has this day filed with the City of Westfield Indiana, its Dedication of Public Right of Way for the purpose of establishing City rights-of-way, which Dedication is hereinabove set forth:

AND WHEREAS, the City of Westfield, is of the opinion that said Dedication is desirable and necessary.

NOW THEREFORE, said City of Westfield, under and by virtue of the power conferred upon it by statutes of the State of Indiana, for and on behalf of the City, accepts said Dedication for the purpose of public rights-of-way, and orders that said Dedication be recorded in the Recorder’s Office of the County of Hamilton, State of Indiana, and said described Real Estate is hereby declared open and dedicated.

WESTFIELD BOARD OF PUBLIC WORKS AND SAFETY

Voting For

Voting Against

Abstain

Mayor Scott Willis

Mayor Scott Willis

Mayor Scott Willis

Nick Barbknecht

Nick Barbknecht

Nick Barbknecht

Chuck Lehman

Chuck Lehman

Chuck Lehman

ATTEST:

Patricia Leuteritz, Public Works Administrator

EXHIBIT A

Legal Description of the Real Estate

EXHIBIT "A"

RIGHT-OF-WAY LAND DESCRIPTION

A part of the Northeast Quarter of Section 12, Township 18 North, Range 3 East of the Second Principal Meridian, Washington Township, Hamilton County, Indiana, being a portion of the tract of land granted to JK Westfield 2024, LLC ("Grantor"), recorded as Instrument Number 2024011194 in the Office of the Recorder of Hamilton County, Indiana (Note: all recording information within this description refers to said Recorder's Office), more particularly described as follows:

Commencing at the Southwest Corner of the Northeast Quarter of said Section 12, Township 18 North, Range 3 East; thence North 87 degrees 33 minutes 54 seconds East (Basis of Bearings: Indiana State Plane, East Zone, NAD 83) 47.73 feet (47.73 feet and 47.79 feet - deeds) along the South Line of said Northeast Quarter to the southeastern corner of the right-of-way of the 1.10-acre tract of land granted the City of Westfield ("Parcel 3") (Instrument Number 2009074185) now known as the Monon Trail (formerly the Monon Railroad and CSX Transportation, Inc.) and the southwestern corner of said IHC Tract being the POINT OF BEGINNING of this description; thence North 00 degrees 00 minutes 24 seconds East 40.04 feet along the common boundary of said Parcel 3 and said Grantor to a point lying 40.00 feet (measured northerly in a perpendicular direction) from said South Line; thence North 87 degrees 33 minutes 54 seconds East 479.68 feet parallel with said South Line to a western line of the tract of land granted to the City of Westfield, Indiana ("City Tract") (recorded as Instrument Number 2012042504) (the following four (4) courses are along said City tract); (one) thence South 50 degrees 17 minutes 26 seconds West 12.86 feet; (two) thence South 87 degrees 26 minutes 14 seconds West 30.00 feet; (three) thence South 77 degrees 41 minutes 34 seconds West 76.10 feet; (four) thence South 02 degrees 33 minutes 46 seconds East 19.10 feet to said South Line and the southern line of said Grantor; thence South 87 degrees 33 minutes 54 seconds West 366.23 feet along said South Line and said southern line to the POINT OF BEGINNING, containing 15,966.0 square feet (0.366 acres), more or less.

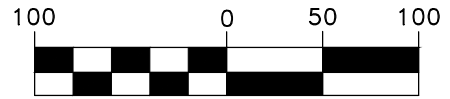


Josee L. Mosson-Baum

This description was prepared for Kimley-Horn and Associates, Inc. by Josee L. Mosson-Baum, State of Indiana, Professional Surveyor No. 22400012 on the 31st day of March, 2025.

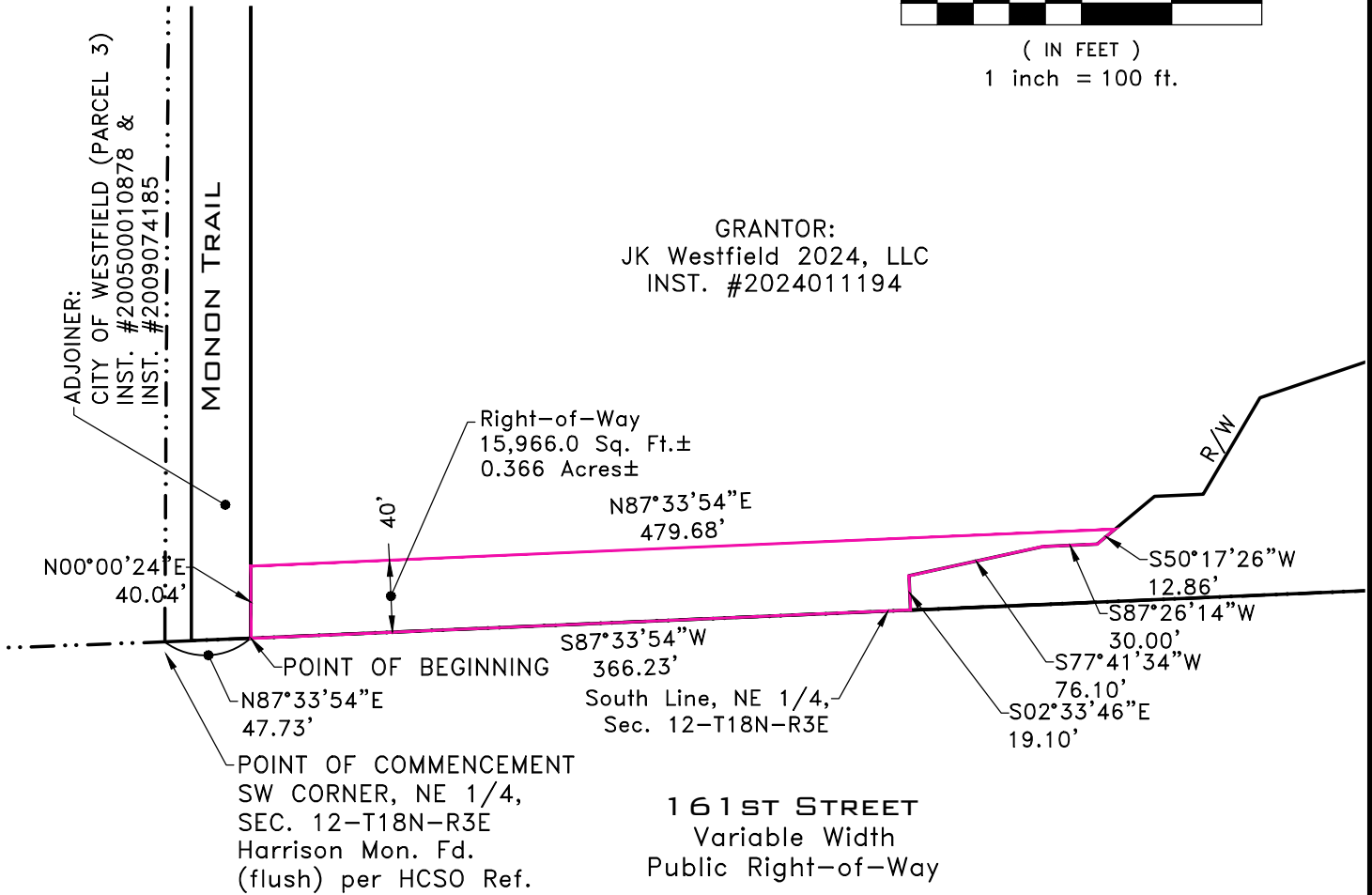
PREPARED FOR: KIMLEY-HORN AND ASSOCIATES, INC. 500 EAST 96TH STREET, SUITE 300 INDIANAPOLIS, INDIANA 46240	
PREPARED BY: DONALD R. MOSSON CENTRAL STATES CONSULTING, LLC P.O. BOX 4 13 WEST PEARL STREET NORTH SALEM, INDIANA 46165 PHONE: 317-858-8662 FAX: 317-342-2857	
	RIGHT-OF-WAY EXHIBIT "A" 161ST STREET & U.S. 31 WESTFIELD, INDIANA
DATE: 03-31-2025 DWN. BY: JLMB CHKD. BY: DRM SCALE: 1" = 100'	PROJECT NUMBER 25-015 SHEET 1 OF 2

EXHIBIT "B"



(IN FEET)
1 inch = 100 ft.

GRANTOR:
JK Westfield 2024, LLC
INST. #2024011194



Josee L. Moisson-Baum

Note: This drawing is not intended to be represented as a retracement or original boundary survey, a route survey, or a Surveyor Location Report.

PREPARED FOR: KIMLEY-HORN AND ASSOCIATES, INC. 500 EAST 96TH STREET, SUITE 300 INDIANAPOLIS, INDIANA	
PREPARED BY: CENTRAL STATES CONSULTING, LLC P.O. BOX 4 13 WEST PEARL STREET NORTH SALEM, INDIANA 46165 PHONE: 317-858-8662 FAX: 317-342-2857	
	RIGHT-OF-WAY EXHIBIT "B" 161ST STREET & U.S. 31 WESTFIELD, INDIANA
	DATE: 03-31-2025 DWN. BY: JLMB CHKD. BY: DRM SCALE: 1" = 100'
	PROJECT NUMBER 25-015
	SHEET 2 OF 2

**AGREEMENT BETWEEN THE CITY OF WESTFIELD, INDIANA AND
THE DOWNTOWN WESTFIELD COMMUNITY DEVELOPMENT CORPORATION**

The City of Westfield, Indiana (“City”) and the Downtown Westfield Community Development Corporation (“DWCDC” and together the “Parties”) enter into this Agreement (“Agreement”) concerning the City’s performance of general property maintenance and related services on and for real properties owned by the DWCDC.

WHEREAS, the City is a municipal corporation within the State of Indiana, governed by its duly elected Mayor and Common Council;

WHEREAS, the DWCDC is an Indiana nonprofit corporation providing economic development and redevelopment support and assistance in and around the City, including, among other things, enhancing and beautifying public areas and facilities and generally upgrading the effectiveness of the infrastructure in and around the City;

WHEREAS, the DWCDC owns certain real properties located within the City;

WHEREAS, the City, through its own workforce and equipment, maintains and services several real properties;

WHEREAS, the Parties desire to enter into this Agreement whereby the City will perform the Services (as defined herein) on and for the DWCDC Properties (as defined herein), in exchange for just compensation; and

WHEREAS, the Parties anticipate a savings or reduction in reasonably foreseeable expenses because of this Agreement.

NOW, THEREFORE, the Parties do agree as follows:

Section 1. Recitals. The Recitals are essential to this Agreement and are specifically incorporated by reference.

Section 2. Purpose. This Agreement formalizes respective responsibilities, agreements, and commitments related to the City's performance of the Services on and for the DWCDC Properties.

Section 3. Representations and Warranties. Each Party represents to the other Party that it has all requisite power, authority, and legal right to enter into and carry out the obligations set forth in this Agreement, and that it will execute this Agreement by an authorized representative, on which execution this Agreement will constitute a valid, legally binding obligation of the Party, enforceable by its terms.

Section 4. Definitions.

(a) As used herein, the term "Services" shall mean: general property maintenance services including mowing, landscaping, hardscaping, trash removal, snow removal, and other related or similar services as the Parties may agree upon in writing.

(b) As used herein, the term "DWCDC Properties" shall mean: on any specific date, all real properties owned in fee simple by the DWCDC and located within the City limits.

Section 5. Obligations of City. The City agrees to:

(a) Perform the Services on and for the DWCDC Properties, and be financially responsible for all costs necessary for equipment and staffing to provide the Services on the DWCDC Properties.

(b) On a quarterly basis, submit invoices for the Services performed on and for the DWCDC Properties.

(c) Reasonably cooperate with the DWCDC on the terms and conditions of this Agreement.

(d) Designate a City employee to act as a liaison with the DWCDC.

Section 6. Obligations of DWCDC. The DWCDC agrees to:

(a) Promptly pay all City invoices for the Services.

(b) Promptly notify the City of each parcel of real property acquired and/or sold by the DWCDC within the City limits, and at all times maintain and provide the City with a current list of DWCDC Properties.

(c) Reasonably cooperate with the City on the terms and conditions of this Agreement.

(d) Appoint a representative to act as a liaison with City.

Section 7. Property. The Parties agree that there will be no acquiring, holding, or disposing of any real or personal property under this Agreement. During and after the term of this Agreement, real and personal property of the City shall remain property of

the City and real and personal property of the DWCDC shall remain property of the DWCDC.

Section 8. Dispute Resolution. The Parties shall resolve any disputes that may arise under this Agreement through the Parties' respective executive officers or their designees. If the Parties cannot resolve their claims through the executive officers or their designees, the Parties must seek to resolve their claims by mediation. The Parties shall equally share the costs of the mediator. The mediation shall be held in Westfield, Indiana unless another location is agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction . The Parties agree that the exclusive and sole venue for any claim arising out of or relating to this Agreement will be any court of competent jurisdiction in Hamilton County, Indiana.

Section 9. Term and Termination of Agreement. This Agreement shall be effective upon the execution by both Parties and shall remain in effect for two (2) years from the effective date, subject to earlier termination as provided below. This Agreement will automatically renew for one (1) year periods, subject to earlier termination as provided below. During any term, this Agreement may be terminated without cause by either Party at any time, upon sixty (60) days prior written notice to the other Party.

Section 10. Notices. Any notice or documentation required to be submitted by the Parties shall be submitted to the following address(es):

City of Westfield
ATTN: Legal Department
2728 E 171st Street
Westfield, Indiana 46074

Downtown Westfield Community
Development Corporation
ATTN: President
2728 E. 171st Street
Westfield, Indiana 46074

Section 11. Non-Discrimination. The Parties and any subcontractors agree that they 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 considered a material breach of this Agreement.

Section 12. Governing Law. This Agreement is governed by the laws of the State of Indiana. The Parties submit to the jurisdiction of Hamilton County, Indiana courts and waive any object to venue.

Section 13. Severability. If any provision of this Agreement is held to be invalid, illegal, or unenforceable by a court of competent jurisdiction, the provision shall be stricken, and all other provisions of this Agreement which can operate independently of such stricken provision(s) shall continue in full force and effect.

Section 14. Interpretation. This Agreement constitutes the entire agreement between the Parties on the subject matter and there are no other terms, statements, obligations, or representations, oral or otherwise, of any nature on the subject matter. The Parties may not alter, amend, modify, or otherwise change this Agreement in any respect except by a writing duly executed by each Party.

Section 15. Independent Contractor. No part of this Agreement shall be construed to represent the creation of an employment, agency, partnership, or joint venture agreement between the City and the DWCDC. Employees and agents of the City are not employees or agents of the DWCDC because of this Agreement, and vice versa.

Section 16. Indemnification. The DWCDC shall defend, indemnify, and hold harmless the City and every past, present, and future official, representative, subsidiary, parent, division, affiliate, officer, director, employee, attorney, predecessor, and successor, both individually and in their representative capacities from and against all third party claims, demands, litigation, and losses arising out of or concerning: (a) the failure of DWCDC to observe and perform any of its obligations under this Agreement; and/or (b) any intentional or negligent act or omission by DWCDC.

Section 17. Insurance. Before the City's performance of the Services on and for the DWCDC Properties, the DWCDC will provide the City with a Certificate of Insurance naming the City as an additional insured, in an amount and form acceptable to and approved by the City and the City will provide the DWCDC with a Certificate of

Insurance naming the DWCDC as an additional insured, in an amount and form acceptable to and approved by the DWCDC. The approved coverages and limits will continue throughout the term of this Agreement.

Section 18. Non-Appropriation. The Parties acknowledge that the City is a governmental entity whose funds are subject to appropriation by its fiscal body. Thus, if the City's fiscal body should fail to appropriate funds sufficient to support performance of the Services, this Agreement will become null and void. The City shall not have to perform unless the fiscal body appropriates sufficient funds.

Section 19. Assignment. Neither Party hereto may assign or otherwise transfer this Agreement or any of its rights and obligations under this Agreement to any third party.

Section 20. Waiver. The failure of a Party to require performance of any provision will not affect that Party's right to require performance at any time after, nor will a waiver of any breach or default of this Agreement constitute a waiver of any subsequent breach or default or a waiver of the provision itself.

Section 21. Construction. The language of this Agreement shall be construed as a whole, according to its fair meaning and intendment, and not strictly for or against any Party, no matter who drafted or was principally responsible for drafting this Agreement or any specific term, provision, or condition. This Agreement is deemed to have been drafted by both Parties.

Section 22. Counterparts. This Agreement may be executed in counterparts.

CITY OF WESTFIELD, INDIANA



07/14/2025

Date

Danielle Carey Tolan [printed name]

Title: Deputy Mayor

DOWNTOWN WESTFIELD COMMUNITY DEVELOPMENT CORPORATION

_____ Date

_____ [printed name]

Title: _____

DEDICATION OF PUBLIC RIGHT OF WAY

THIS INDENTURE WITNESSETH: That CHATHAM HILLS LLP, an Indiana limited liability partnership ("Grantor"), hereby gives and dedicates to the City of Westfield (hereinafter "Grantee"), for public right-of-way purposes only, the real estate situated in Hamilton County, Indiana, and described in Exhibit "A" attached hereto and made a part hereof.

This dedication is made subject to all existing easements and right-of-ways.

This conveyance of real estate is not subject to Indiana gross income tax.

IN WITNESS WHEREOF, Grantor has executed this Dedication as of the 24 day of June, 2025.

By: Brad Henke Title: Partner
Printed: Brad Henke

STATE OF INDIANA)
) SS:
COUNTY OF HAMILTON)

Before me, a Notary Public in and for said County and State, personally appeared Brad Henke who acknowledged his authority and the execution of the foregoing Dedication of Public Right-of-Way.

WITNESS my hand and Notarial Seal this 24 day of June, 2025.



My Commission Expires:

NOTARY PUBLIC, A resident of _____
County, Indiana
Printed: _____



ACCEPTANCE

WHEREAS, the foregoing Grantor has this day filed with the City of Westfield Indiana, its dedication of certain real estate for the purpose of establishing City rights-of-way, which Dedication is hereinabove set forth:

AND WHEREAS, the City of Westfield, is of the opinion that said Dedication is desirable and necessary.

NOW THEREFORE, said City of Westfield, under and by virtue of the power conferred upon it by statutes of the State of Indiana, for and on behalf of the City, accepts said Dedication for the purpose of public rights-of-way, and orders that the Instrument of Dedication be recorded in the Recorder's Office of the County of Hamilton, State of Indiana, and said described real estate is hereby declared open and dedicated.

WESTFIELD BOARD OF PUBLIC WORKS AND SAFETY

Voting For

Voting Against

Abstain

Scott Willis

Scott Willis

Scott Willis

Randy Graham

Randy Graham

Randy Graham

Nick Barbknecht

Nick Barbknecht

Nick Barbknecht

ATTEST:

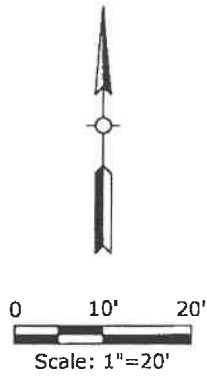
Patricia Leuteritz, Public Works Administrator

This document prepared by

LEGAL DESCRIPTION

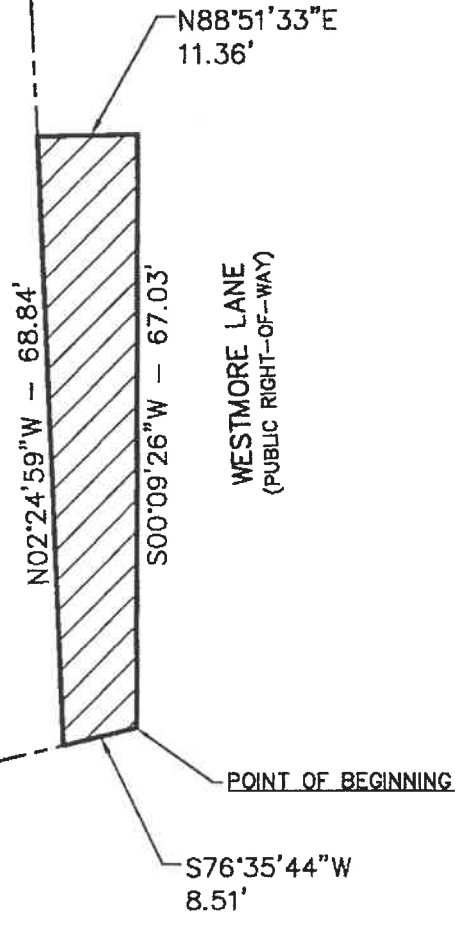
Part of Lot 5 of the Replat of Lot 4 of Chatham Commons, per plat thereof, recorded as Instrument Number 2019003149 in the Office of the Recorder of Hamilton County, Indiana, more particularly described as follows:

BEGINNING at the southeast corner of said Lot 5; thence South 76 degrees 35 minutes 44 seconds West 8.51 feet along the south line of said Lot 5 (the bearings are based on said plat) to the extension of an east line of said Lot 5; thence North 02 degrees 24 minutes 59 seconds West 68.84 feet along said extension to a corner of said Lot 5, the following two (2) courses are along north and east lines thereof; 1)thence North 88 degrees 51 minutes 33 seconds East 11.36 feet; thence South 00 degrees 09 minutes 26 seconds West 67.03 feet to the POINT OF BEGINNING, containing 0.015 acres, more or less.



CHATHAM HILLS LLP
INSTR. NO. 2014050554

LOT 5
REPLAT OF LOT 4
CHATHAM COMMONS
INSTR. NO. 2019003149



PLOT DATE: 5/2/2025 12:30 PM
 PLOT SCALE: 1"=20'
 EDITED BY: JAVI
 DRAWING FILE: P:\2025\20250502\20250502_191ST STREET (PUBLIC RIGHT-OF-WAY) (1).DWG


**AMERICAN
STRUCTUREPOINT
INC.**
 9025 River Road, Suite 200 | Indiana, Indiana 46240
 TEL 317.547.5888 | FAX 317.543.0270
 www.structurepoint.com

PARCEL EXHIBIT
Chatham Commons

Scale:	1" = 20'
Checked By:	MJS
Date:	5-2-25
Job No.:	24.03292

**SHEET
1 of 1**

ROAD IMPACT FEE AGREEMENT AMENDMENT

This ROAD IMPACT FEE AGREEMENT AMENDMENT (“Amendment”) is made and entered into as of the ____ day of _____, 2025, by and between the City of Westfield, Indiana, (“City”), a duly formed Indiana municipal corporation, and CCD Ackerson LLC (“Developer”) (collectively, the “Parties”).

WHEREAS, City and Developer executed a Road Impact Fee Agreement (“Agreement”) on February 22, 2023; and

WHEREAS, City dictated design changes to the Improvements which materially changed the RIF Credit amount; and

NOW THEREFORE, in consideration of the foregoing and of mutual covenants and agreements herein contained, which are incorporated herein as if restated, and other valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the Parties now amend the Agreement as follows:

1. Exhibit C of this Amendment supersedes the Exhibit C originally provided in the Agreement. This represents a not-to-exceed RIF Credit amount of \$1,948,873.38.
2. All other terms and conditions contained in the Agreement shall remain the same and continue in full force and effect, except as provided herein. The Agreement and this Amendment shall be interpreted, wherever possible, in a manner consistent with one another, but in the event of an irreconcilable inconsistency or if context clearly suggests otherwise, this Amendment shall control.
3. This Amendment may be executed simultaneously in one or more counterparts, each of which shall be considered an original, but all of which together constitute one Amendment. Delivery of this Amendment may be accomplished by facsimile.

[The remainder of this page is intentionally blank]

On _____, 2025 the Westfield Board of Public Works and Safety authorized the Director of the Public Works Department to execute this Agreement.

CCD Ackerson LLC

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

By: _____

By: _____

Printed Name: _____

Johnathon Nail, Director

Title: _____

Public Works Department

Date: _____

Date: _____

Exhibit C

171st Street and Ditch Rd RAB
7/16/2025

Road Impact Reimbursement

Scope	Bid	Contractor	Notes
Testing	\$ 5,000.00	Alt and Witzig	*budget
Erosion	\$ 5,683.00	Roudebush	Removed permanent seed from quote as landscaper will be installing
Civil	\$ 170,000.00	Innovative	Includes staking and As-Builts. Actual is \$241,915.50
Bonds	\$ 29,411.88	Acrisure	Based on 1 round of performance
Mass Earth and Grading	\$ 144,424.00	Valenti Held	
Pavement demo	\$ 25,620.00	Valenti Held	
Demo	\$ 8,345.00	Valenti Held	
Storm	\$ 223,610.00	Valenti Held	
Hydrant CWF-40829 relocation	\$ -	Citizens Water	Actual cost was \$60,500.00
Water line lowerings for Storm line conflicts	\$ -	Citizens Water	Waiting on final cost from CEG. Expecting to be around \$100k
Conduit budget	\$ 10,000.00	Valenti Held	*budget
Subsurface treatment	\$ 113,699.00	SSI	Includes RAB and 8' trail.
Concrete curbs and island	\$ 184,421.18	Sitecrete	
Pavement and 8' ROW trail	\$ 596,715.00	E&B	Includes temp pavement
MOT	\$ 41,575.00	E&B	
Striping and Street Signs	\$ 58,705.00	E&B and Ottos	
RAB street lights (materials)	\$ 72,810.22	CBMC	
Pedestrian Crossing Signals (materials)	\$ 72,720.00	Carrier and Gable	
Electrical Install	\$ 53,836.00	Belcher Electric	
Stone/Geogrid for Bridging Subgrade/Undercut	\$ 50,000.00	Valenti Held	
Concrete Fill For Splitter Islands	\$ 82,298.10	Sitecrete	
RAB Landscape and Hardscape	\$ -	Practical Property Group	To be budgeted for at a later date. Actual cost is \$72,472.75
Total	\$ 1,948,873.38		

171st Street and Ditch Rd RAB
7/16/2025

Road Impact Reimbursement			
Scope	Bid	Contractor	Notes
Testing	\$ 5,000.00	Alt and Witzig	*budget
Erosion	\$ 5,683.00	Roudebush	Removed permanent seed from quote as landscaper will be installing
Civil	\$ 170,000.00	Innovative	Includes staking and As-Builts. Actual is \$241,915.50
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Stone/Geogrid for Bridging Subgrade/Undercuts	\$ 50,000.00	Valenti Held	
Concrete Fill For Splitter Islands	\$ 82,298.10	Sitecrete	
RAB Landscape and Hardscape	\$ -	Practical Property Group	To be budgeted for at a later date. Actual cost is \$72,472.75
Total	\$ 1,948,873.38		

Park Impact Reimbursement			
Scope	Bid	Contractor	Notes
12' Asphalt Path	\$ 5,185.00	E&B	12' Trail 6" Stone
	\$ 6,325.00	E&B	12' Trail 3" Surface
	\$ 1,246.00	Valenti Held	Excavation of 12' trail
	\$ 4,355.00	SSI	Subsurface treatment for 12' trail
Total	\$ 17,111.00		



CivicPlus

302 South 4th St. Suite 500
Manhattan, KS 66502 US

Client: City of Westfield, IN

Bill To: City of Westfield, IN

IN – City of Westfield – Multiproduct - Statement of Work

QTY	Product Description	PRODUCT TYPE
Municipal Website - Central		
1	Annual- CivicEngage Central	4,007.12
1	Hosting & Security Annual Fee	1,354.08
1	60 Month Redesign Premium Annual	2,554.24
		Total 7,915.44
Community Development		
1	Permitting Annual-Standard	8,000.00
1	Code Enforcement Annual-Standard	8,000.00
1	Planning & Zoning Annual-Standard	8,000.00
1	GIS (ESRI) Mapping Integration Annual	4,000.00
1	Pay – Forte	-
1	Licensing Annual-Standard	8,000.00
1	Core Annual-Standard	3,000.00
		Total 39,000.00
Recreation Management		
1	Recreation Annual Fee	4,680.00
1	Pay Annual Fee – CardPointe	-
		Total 4,680.00
Agenda & Meeting Management Select		
1	Pro Annual Fee Renewal	5,402.04
1	Boards & Committees Annual Fee Renewal	4,683.42
1	CivicPlus Media: Annual Fee Renewal	7,805.70

1	Live Meeting Manager Annual Fee Renewal	4,286.94
		Total 22,178.10
Accessibility		
1	AudioEye Enterprise	2,600.00
		Total 2,600.00
Annual Recurring Services		USD 76,373.54

1. This renewal Statement of Work ("SOW") is between City of Westfield, IN ("Customer") and CivicPlus, LLC and shall be subject to the terms and conditions of the Master Services Agreement ("MSA") and the applicable Solutions and Products terms found at: www.civicplus.help/hc/p/legal-stuff (collectively, the "Terms and Conditions"). By signing this SOW, Customer expressly agrees to the Terms and Conditions throughout the Term of this SOW. The Terms and Conditions form the entire agreement between Customer and CivicPlus (collectively, referred to as the "Agreement"). The Parties agree the Agreement shall supersede and replace all prior agreements between the Parties with respect to the services provided by CivicPlus herein (the "Services").
2. This SOW shall remain in effect for an initial term from April 29, 2025 through April 28, 2026 ("Initial Term"). In the event that neither party gives 60 days' notice to terminate prior to the end of the Initial Term, or any subsequent Renewal Term, this SOW shall automatically renew for an additional twelve month renewal term ("Renewal Term"). The Initial Term and all Renewal Terms are collectively referred to as the "Term".
3. Annual Recurring Services shall be invoiced on the first day of the Initial Term and the first day of any of each Renewal Term and be subject to a 4% uplift each Renewal Term. Client will pay all invoices within 30 days of the date of such invoice.

Signature Page to Follow.



CivicPlus

302 South 4th St. Suite 500
 Manhattan, KS 66502
 US

Quote #:
Date:
Expires On:

Statement of Work
 Q-100514-1
 5/21/2025 2:55 PM
 7/31/2025

Client:
 City of Westfield, IN

Bill To:
 WESTFIELD CITY, INDIANA

SALESPERSON	Phone	EMAIL	DELIVERY METHOD	PAYMENT METHOD
Ross Wells		ross.wells@civicplus.com		Net 30

One-time(s)

QTY	PRODUCT NAME	DESCRIPTION
1.00	Request Import	Import of up to 25,000 requests, includes one batch import to resolve errors, a second import on test environment, and a final import in production. Data must adhere to SCF specifications. Additional batch imports after these 3 will incur additional cost.

Recurring Service(s)

QTY	PRODUCT NAME	DESCRIPTION
1.00	SeeClickFix 311 CRM Request	Unlimited gov user licenses for service request and constituent management tool to intake resident submission. Assign requests internally, resolve issues and measure request performance.
1.00	SeeClickFix 311 CRM Connector to Community Development	SeeClickFix 311 CRM hosted integration with the Community Development module. This requires both systems to be configured with the same source parcel data source using a public ArcGIS feature layer (i.e. REST endpoint).

Total Investment - Initial Term	USD 30,264.25
Annual Recurring Services (Subject to Uplift)	USD 27,764.25

Initial Term	12 Months Beginning at Signing
Initial Term Invoice Schedule	100% Invoiced upon Signature Date

Renewal Procedure	Automatic 1 year renewal term, unless 60 days notice provided prior to renewal date
Annual Uplift	5% to be applied in year 2

This Statement of Work ("SOW") shall be subject to the terms and conditions of the CivicPlus Master Services Agreement and the applicable Solution and Services terms and conditions located at <https://www.civicplus.help/hc/en-us/p/legal-stuff> (collectively, the "Binding Terms"), By signing this SOW, Client expressly agrees to the terms and conditions of the Binding Terms throughout the term of this SOW.

Please note that this document is a SOW and not an invoice. Upon signing and submitting this SOW, Client will receive the applicable invoice according to the terms of the invoicing schedule outlined herein.

Acceptance of Quote # Q-100514-1

The undersigned has read and agrees to the Binding Terms, which are incorporated into this SOW, and have caused this SOW to be executed as of the date signed by the Customer which will be the Effective Date:

For CivicPlus Billing Information, please visit <https://www.civicplus.com/verify/>

Authorized Client Signature

CivicPlus

By (please sign):

By (please sign):

Printed Name:

Printed Name:

Title:

Title:

Date:

Date:

Organization Legal Name:

Billing Contact:

Title:

Billing Phone Number:

Billing Email:

Billing Address:

Mailing Address: (If different from above)

PO Number: (Info needed on Invoice (PO or Job#) if required)

**Master Service Agreement and Statement of Work
Addendum**

THIS Master Services Agreement and Statement of Work Addendum (“Addendum”) hereby sets forth the (i) additional terms and conditions applicable to the Master Services Agreement, found at: <https://www.civicplus.help/hc/en-us/p/legal-stuff>, and/or Statement of Work (“Agreements”) and/or (ii) amendments to specific provisions of the terms and conditions which exist in the Agreements (collectively, the “Special Terms”), as described below, as agreed upon by CivicPlus and Westfield, IN. The Special Terms shall be deemed to amend, modify, supplement, replace and/or supersede (as applicable) any inconsistent provisions of the Agreements, to the extent of the inconsistency.

ALL TERMS AND CONDITIONS OF THE AGREEMENTS NOT EXPRESSLEY MODIFIED HEREIN SHALL REMAIN IN FULL FORCE AND EFFECT.

Capitalized terms used and not defined herein shall have the meanings assigned to them in the Agreements (to which this Addendum is attached and incorporated).

1. ADDITIONAL SECTIONS

49. This Agreement shall be construed in accordance with and governed by the laws of the state of Indiana. Hamilton County courts shall have exclusive jurisdiction of any legal action arising out of this Agreement or CivicPlus’s provisions of the services hereunder.

50. The relationship between the Parties shall be that of independent contractors. Nothing in this Agreement will constitute or be deemed to constitute a partnership, joint venture, employment relationship, or agency. Under no circumstances will the employees of one Party be deemed to be employees of the other Party by virtue of this agreement.

51. CivicPlus 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.

52. Under Ind. Code § 22-5-1.7-11, by entering into this Agreement with Customer, CivicPlus is required to enroll in and verify the work eligibility status of all newly hired employees through the E-Verify program. CivicPlus 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. CivicPlus hereby confirms that it does not knowingly employ an unauthorized alien. CivicPlus 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.

53. The Parties acknowledge that Customer 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, Customer’s fiscal body should fail to appropriate sufficient funds to continue this Agreement, it will become null and void. Customer shall not be obligated to perform unless and until sufficient funds are appropriated. Customer agrees to seek funding for the continuation of this Agreement during each budget cycle during the initial term or subsequent term of this agreement. Customer agrees to inform CivicPlus 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. Notwithstanding the foregoing, in the event of termination due to non-funding, Customer shall be responsible for any invoices covering the initial project development fees or for services already performed, or any outstanding fees or invoices, and all such amounts owed shall become due immediately.

IN WITNESS WHEREOF, the Parties have caused this Addendum to be executed by their duly authorized representatives as of the dates below.

Customer	CivicPlus
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____



**BUILD-OPERATE-TRANSFER AGREEMENT
Westfield Fire Department Station #85 Project**

This Build-Operate-Transfer Agreement (Westfield Fire Department Station #85 Project) (this “Agreement”) is executed this **23rd** day of **July**, 2025, among BW Construction, LLC (the “Developer”) and the City of Westfield, Indiana (the “City”), pursuant to Indiana Code 5-23 (the “Act”), on the following terms and conditions:

RECITALS:

WHEREAS, on or about November 18, 2024, the City issued a Request for Proposals and Qualifications To Design, Build, Operate and Maintain the Westfield Fire Department Station #85 Facility (the “Project,” as further defined below) Through a Public-Private Partnership Agreement for the City (the “RFPQ”);

WHEREAS, the Developer submitted a proposal and statement of qualifications pursuant to the Act (the “Proposal”), and the City has reviewed, negotiated, and recommended said proposal at a duly noticed public hearing on February 26, 2025, all in accordance with the Act;

WHEREAS, the Proposal provides for the design, construction, operation, and transfer of the Project, all of which is more fully described in the Proposal;

WHEREAS, the City finds that it is in the best interest of the City to enter into this Agreement for the design, construction, operation and transfer of the Project;

WHEREAS, the City has negotiated the best and final offer for the Project with the Developer;

WHEREAS, pursuant to Ind. Code §5-23-5-9 and 5-14-1.5, the City provided public notice and held a hearing at which the City accepted the Developer’s proposal for the Project; and

WHEREAS, the City intends to issue municipal bonds (the “Bonds,” as further defined herein), the proceeds of which the City will use to pay for the costs of the Project, the costs of issuance and incidental expenses incurred in connection with the issuance of the Bonds;

WHEREAS, the Parties desire to enter into an Agreement to formalize all negotiations and terms of the Proposal to this point and to formally accept the Proposal as required by the Act.

AGREEMENT

NOW THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree to the following:

1. Definitions.

Act shall mean Ind. Code 5-23.

Authorized Representative shall mean, with respect to the City, the City Executive or any person designated thereby, and, with respect to the Developer, Dustin Frye or Brad Battin or any other person certified in writing by an officer of the Developer to be such.

Books and Records shall mean all of the books and records pertaining to the acquisition of materials to construct, and the design, construction and operation of, the Project in accordance with this Agreement.

Bonds shall mean the City's municipal bonds, issued to provide for the Project.

Bond Proceeds shall mean proceeds of the Bonds.

BOT Payments shall mean payments made by the City to the Developer from time to time for the purpose of paying the Project Costs pursuant to a Disbursement Request. The City shall not have an obligation to make BOT Payments more frequently than once per calendar month.

BOT Acquisition Property shall mean the completed, inspected, and accepted Project.

BOT Purchase Price shall mean the purchase price for the acquisition of the BOT Acquisition Property, the amount of which shall not exceed the Guaranteed Maximum Price.

Changes may include, without limitation, any of the following events occurring after the establishment of the GMP (as applicable) and provided that such events are not within the Developer's reasonable control and could not have been avoided by the Developer or mitigated through the exercise of reasonable skill and care: (i) a change in applicable law, or (ii) the implementation or proposed implementation of new tariffs or modification of existing tariffs that cannot reasonably be foreseen and increase Developer's cost of materials and equipment. Any such request must include supporting documentation from the supplier or subcontractor that clearly illustrates the tariff impact after the execution of the GMP.

Change Order shall mean a change order executed by the Developer and an Authorized Representative of the City finalizing the inclusion into the Final Plans of a change proposed in a Change Order Request, which change has been approved.

Change Order Request shall mean a written request for a change to the Final Plans made by the City for purposes of changing the scope of the Agreement.

City Executive shall have the meaning set forth in Ind. Code 36-4-5-1, *et seq.*

Claims shall mean claims, judgments, damages, liabilities, injuries, losses, costs, and expenses (including, without limitation, attorneys' fees).

Closing shall mean the execution of this Agreement.

Closing Date shall mean the date of the Closing.

Construction Documents shall mean the final construction documents as approved by the City and set forth in the GMP Addendum.

Construction Schedule shall mean a fully detailed schedule for the design and construction of the Project to be included in the GMP Addendum.

Executive Designer shall mean the prime contract holder with the City supporting the design and engineering of the Project.

Design Team shall consist of all architects, engineers and consultants supporting the design of the Project.

Disbursement Request shall mean a “Disbursement Request” in the form attached as Exhibit F to this Agreement to be executed by the Developer and presented to the City for the purposes of requesting BOT Payments from the City. The Developer shall submit Disbursement Requests no more frequently than once per month, and all Disbursement Requests are subject to the approval process set forth in Section 13 herein.

Documentation Costs shall mean all fees, costs, and expenses incurred by the City or the Developer in connection with drafting and negotiating this Agreement and any other documents contemplated by the foregoing to be executed in connection with the Project.

Event of Default shall have the meaning set forth in Section 16 herein.

Final Plans shall mean final schematic design drawings, final design development documents, final Construction Documents, and the final Construction Schedule, as each is finalized and approved by the City.

Final Inspection shall mean an inspection of the Project by the City’s representative upon substantial completion thereof.

Final Payment Due Date shall mean the due date of the payment that is due after the Substantial Completion Date.

Force Majeure shall mean, with respect to a party: (a) an act or omission of the other party; or (b) any other cause that is not within the reasonable control of such party or such party’s consultants, subcontractors, and suppliers, including, without limitation: (i) historically unusual inclement weather, and (ii) the historically unusual unavailability of materials, equipment, services, or labor.

GMP Addendum shall mean the Addendum to this Agreement, a form of which is attached hereto as Exhibit B.

Guaranteed Maximum Price shall mean the amount set forth in the GMP Addendum.

In-Balance shall mean, from time to time, with respect to the Project Budget, that the undisbursed portion of the Project Budget together with any other source of funds approved in writing by the City is sufficient to pay the unpaid Project Costs when such costs become due and payable, all as determined by the City in its sole reasonable discretion.

Inspection shall mean a Permitted Inspection or the Final Inspection, as applicable.

Latent Defect shall mean a Material Defect that: (a) is not discovered; and (b) reasonably is not discoverable; by the City during a Permitted Inspection or the Final Inspection.

Laws shall mean all applicable: (a) laws, statutes, and ordinances; (b) governmental rules, regulations, codes, and guidelines of or from: (i) governmental agencies, boards, or departments, and (ii) judicial, administrative, or regulatory bodies; (c) judicial orders, consents, and decrees; (d) the City's Unified Development Ordinance; (e) the federal Americans with Disabilities Act and (f) as provided in Ind. Code 5-23-3-4, provisions of Ind. Code 4-13.6, Ind. Code 5-16, and Ind. Code 36-1-12, whichever is applicable.

Material Defect shall mean any item or component of the Project that: (a) contains a defect in workmanship or materials which is not in compliance with Laws, which impairs the value of the Project, or impairs the ability of the City to utilize it for the its intended use; (b) deviates from the Final Plans; or (c) has not been constructed in accordance with the Final Plans or the terms and conditions of this Agreement.

Non-Compliance Notice shall mean a written notice from the City, or its third-party representative, that identifies Material Defects discovered by the City during a Permitted Inspection or the Final Inspection.

Operating Period shall mean the period: (a) commencing on the Substantial Completion Date; and (b) ending on the date that is no more than thirty (30) days after the Substantial Completion Date; provided that the City, at any time, may deliver written notice to the Developer setting forth an earlier date on which the Operating Period shall end.

Outstanding BOT Principal Amount shall mean, on a given date, the amount of the BOT Purchase Price which remains outstanding net of BOT Payments made by such date pursuant to the aggregated amount of the Disbursement Requests previously presented by the Developer to the City.

P&P Bonds shall mean surety bonds provided on behalf of the Developer from a surety which is on the U.S. Department of Treasury certified list: (<https://www.fiscal.treasury.gov/surety-bonds/list-certified-companies.html>), latest revision, for the construction of the Project, with the City named as dual obligees, which shall specifically include: (a) a performance bond in the amount of fifty percent (50%) of the BOT Purchase Price; and (b) payment bond for one hundred percent (100%) of the BOT Purchase Price; both issued in a form as may be approved by the City.

Payment Period shall mean the period: (a) commencing on full execution of this Agreement; and (b) ending on the Final Payment Due Date.

Permitted Change shall mean any change proposed by the Developer and approved by the City in the City's sole discretion to the final Construction Documents, so long as such change: (a) is consistent with the Schematic Design Drawings or the Design Development Documents approved by the City and does not affect the exterior appearance of the Project; (b) does not result in the Final Plans containing structurally flawed elements; (c) does not result in an increase in the Project Budget; (d) does not make it unlikely, impracticable, or impossible for the Developer to complete the Project, or any component thereof, by the applicable date set forth in the approved Construction Schedule; and (e) does not result in an increase in the BOT Purchase Price.

Permitted Inspection shall mean an inspection by the City or its third-party representative of any item or component of the Project when deemed to be necessary or appropriate by the City.

Premises shall have the meaning set forth in the Lease.

Project shall mean construction of a new Westfield Fire Station (#85) and associated infrastructure. In the event of any discrepancy between the foregoing definition and the Final Plans, “Project” shall mean the project reflected in such Final Plans.

Project Budget shall mean the budget for the Project Costs as set forth in the GMP Addendum.

Project Costs shall mean the fees, costs, and expenses to be incurred in connection with the Project, including, without limitation: (a) the Documentation Costs; (b) the costs incurred in connection with determining that all of the conditions set forth in Section 5 have been satisfied or will be waived by the Developer or the City; (c) the costs incurred in connection with the Closing (to the extent that such costs are not included in the Documentation Costs); (d) the cost to develop, design, and construct the Project in accordance with the terms and conditions of this Agreement, including all architect, engineer, developer, and similar professional fees; and (e) a reasonable and customary amount for the Developer’s construction contingency to be established in the GMP Addendum.

Project Site shall mean that certain real estate located in Westfield, Indiana, that is delineated on Exhibit A-1 as the “Project Site.”

Required Permits shall mean all permits, licenses, approvals, and consents required by the Laws for the construction of the Project.

Substantial Completion Date shall mean the date, after the Final Inspection, on which: (a) all Material Defects have been corrected; (b) the City determines in its sole reasonable discretion that the Project has been completed substantially in accordance with Laws, this Agreement, and the Final Plans, subject to “punch-list” items identified in connection with the Final Inspection, which “punch-list” items do not interfere with the use of the Project for its intended use; and (c) the Developer obtains a certificate of occupancy for the Project. The target Substantial Completion Date will be established in the GMP Addendum.

Transfer shall mean: (a) any sale, transfer, conveyance, assignment, pledge, or other disposition of, or any encumbrance upon, the Project Site, the materials to construct the Project, or the BOT Acquisition Property, or any interest in the foregoing; or (b) any granting of a security interest in the Project Site, the materials to construct the Project, or the BOT Acquisition Property. Notwithstanding the foregoing, encumbrances required by the terms and conditions of this Agreement shall not constitute Transfers.

Utility Services shall mean gas, electricity, telephone, water, storm and sanitary sewer, cable, fiber, and phone services.

2. General Obligations.

- (a) Project Generally. Subject to the terms and conditions of this Agreement:

(i) The City grants access to allow the Developer to construct the Project on the Project Site and such access will automatically expire upon termination of the Operating Period without need for further action by the Parties;

(ii) The Developer shall support the City's design team and construct the Project on the Project Site; and

(iii) The City shall make BOT Payments no more frequently than once per calendar month, the aggregate of which shall equal the BOT Purchase Price.

(b) Conveyance. Subject to the terms and conditions of this Agreement: (i) the Developer shall convey to the City; and (ii) the City shall purchase from the Developer; title to the BOT Acquisition Property for the BOT Purchase Price.

(c) Approval by City. Whenever approval by the City is required by this Agreement, such approval shall be evidenced by the signature of the City Executive or an individual designated thereby.

3. Closing. Subject to the terms and conditions of this Agreement, the Closing shall occur on or before [REDACTED], 2025. The Closing Date shall be established mutually by the Developer and the City, and the Closing shall take place at such location as the Developer and the City mutually agree.

4. Closing Documents. At the Closing, the documents and instruments set forth in this Section 4 shall be executed and delivered.

(a) this BOT Agreement;

(b) copies of such resolutions, consents, authorizations, and other evidence as either party reasonably may request to establish that: (i) the persons executing and delivering the foregoing documents have been empowered and authorized by all necessary action of the Developer or the City, as the case may be; and (ii) the execution and delivery of such documents, and the performance by the Developer, the City of its obligations hereunder and under the foregoing documents, have been authorized by the Developer or the City, as the case may be; and

(c) such other customary documents and instruments as either party or the purchaser of the Bonds reasonably may request in connection with the Closing.

5. Conditions.

(a) Mutually Applicable. Except to the extent waived by proceeding to the Closing, the obligation of each of the Developer and the City to proceed to the Closing is subject to the satisfaction, as of the Closing Date, of all of the conditions set forth in this Subsection 5(a):

(i) The Developer has obtained, or the Developer and the City are satisfied that the Developer will be able to obtain, all Required Permits;

(ii) The City has adopted all necessary resolutions authorizing the execution of, and the performance of its obligations under the documents contemplated by this Agreement to be executed by it; and

(iii) The Developer has made a finding that there are no conditions with respect to the Project Site that will interfere with, or prohibit, construction of the Project in accordance with its obligations or the terms and conditions of this Agreement.

(b) Applicable to the Developer. In addition to the conditions set forth in Subsection 5(a), the obligation of the Developer to proceed to the Closing is subject to the condition that: (i) there is no continuing breach by the City of this Agreement; and (ii) all of the representations and warranties of the City set forth in Section 6 are true and accurate in all respects.

(c) Applicable to the City. In addition to the conditions set forth in Subsection 5(a), the obligation of the City to proceed to the Closing is subject to the condition that: (i) there is no continuing breach by the Developer of this Agreement; and (ii) all of the representations and warranties of the Developer set forth in Section 6 are true and accurate in all respects.

(d) Condition Failure. If one or more of the conditions set forth in this Section 5 is not, or cannot be, timely and completely satisfied, then, as its sole and exclusive remedy, the applicable party either may elect to: (a) waive satisfaction of the conditions and proceed to Closing; or (b) terminate this Agreement by a written notice to the other party; provided that, with respect to breaches of this Agreement by a party, the other party shall have the rights and remedies set forth in Section 17 herein. Notwithstanding anything to the contrary set forth herein, the Developer and the City shall work diligently and in good faith to satisfy the conditions set forth in this Section 5.

6. Representations and Warranties.

(a) By the City and Developer. The City and the Developer represents and warrants that:

(i) It has: (i) the power and authority, and has been authorized by proper action, to enter into this Agreement and perform its obligations hereunder; (ii) the power and authority to carry out all transactions contemplated by this Agreement; and (iii) complied with the Laws in all matters relating to such transactions;

(ii) Neither the execution and delivery of this Agreement by it, nor the performance by it of its obligations hereunder: (i) violates any Law or the terms and conditions of any indenture, material agreement, or other instrument to which it is a party, or by which it or any of its properties or assets is bound; (ii) conflicts with, results in a breach of, or constitutes a default under any such indenture, agreement, or other instrument; or (iii) results in the creation or imposition of any prohibited lien, charge, or encumbrance of any nature upon any of its properties or assets;

(iii) This Agreement, once executed, will be its legal, valid, and binding obligation; and

(iv) It shall not enter into any contracts or undertakings that would limit, conflict with, or constitute a breach of this Agreement.

(b) By the City. In addition to the representations and warranties set forth in Section 6(a) herein, the City represents and warrants that: (i) it is a public body organized and existing under the laws of the State of Indiana; and (ii) to the best of its knowledge, there is not now, and there has not been, any contamination or pollution of the Project Site or any groundwater thereunder by any hazardous waste, material, or substance in violation of any Laws, except as may be disclosed in any property information provided by the City to the Developer.

(c) By the Developer. In addition to the representations and warranties set forth in Section 6(a) herein, the Developer makes the following representations and warranties:

(i) The Developer represents and warrants that it is a limited liability company organized and existing under the laws of the State of Indiana with sufficient financial resources at its disposal to complete and deliver the Project to the City.

(ii) As required by Law, the Developer agrees: (a) that in the hiring of employees for the performance of the work under this Agreement, no contractor, or subcontractor, nor any person acting on behalf of such contractor or subcontractor, shall, by reason of race, religion, color, sex, familial status, disability, national origin, ancestry, sexual orientation, gender identity, Veteran status, marital status, or age, discriminate against any citizen who is qualified and available to perform the work to which the employment relates; (b) that no contractor, subcontractor, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee hired for the performance of the work under this Agreement on account of race, religion, color, sex, familial status, disability, national origin, ancestry, sexual orientation, gender identity, Veteran status, marital status, or age; (c) that there may be deducted from the amount payable to the Developer by the City a penalty of five dollars (\$5.00) for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of this Agreement; and (d) that this Agreement may be cancelled or terminated by the City, and all money due or to become due hereunder may be forfeited, for a second or any subsequent violation of the terms and conditions of Ind. Code §5-16-6-1.

(iii) The “E-Verify program” means the electronic verification of work authorization program of the Illegal Immigration Reform and Immigration Responsibility Act of 1996 (P.L. 104-208), Division C, Title IV, s. 403(a), as amended, operated by the United States Department of Homeland Security or a successor work authorization program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work

authorization status of newly hired employees under the Immigration Reform and Control Act of 1986 (P.L. 99-603).

(A) “Unauthorized alien” has the meaning set forth in 8 U.S.C. 1324a(h)(3).

(B) As required by Ind. Code 22-5-1.7, the Developer shall enroll in and verify the work eligibility status of all newly hired employees of the Developer through the E-Verify program, unless the E-Verify program no longer exists.

(C) Not later than the date of execution of the Agreement, the Developer shall sign an affidavit affirming that the Developer does not knowingly employ an unauthorized alien.

(D) The Developer may not knowingly employ or contract with an unauthorized alien or retain an employee or contract with a person that the Developer subsequently learns is an unauthorized alien.

(E) As required by Ind. Code 22-5-1.7, the Developer shall require the subcontractors to certify to the Developer that the subcontractor, at the time of certification, does not knowingly employ or contract with an unauthorized alien and has enrolled and is participating in the E-Verify program. The Developer shall maintain on file such certifications throughout the duration of the contract with the subcontractors.

7. **Plans and Budget.**

(a) Plan Approvals. The City shall control design and all plan changes after a design phase or acceptance of the GMP shall be approved by the City before direction is given to the Developer and their trade partners.

(b) Plan Changes. Each of the City, Executive Designer and Developer will review and approve any changes to the Final Plans with respect to the Project, subject to modification only by Change Orders.

(c) Budget/Costs. The Developer will deliver the Project Budget to the City for its review and approval, which Project Budget will be attached to the GMP Addendum.

(d) Guaranteed Maximum Price. The BOT Purchase Price shall initially be the Guaranteed Maximum Price, and the Parties will execute the GMP Addendum no later than _____, 2025. In the event the Developer’s actual Project Costs are more than the BOT Purchase Price at the Final Payment Due Date, the Developer shall be solely responsible for such excess Project Costs.

(e) Sales Tax.

(i) As soon as reasonably is practicable, the City shall deliver to the Developer the Indiana Department of Revenue Form ST-105 (General Sales Tax Exemption Certificate), pursuant to which the City shall represent that the acquisition of the materials to construct and to be incorporated into the Project is exempt from Indiana sales and use tax.

(ii) Upon any assessment, or threatened assessment, of Indiana sales or use tax in connection with the purchase of any materials to construct, install, and incorporate into the Project, the Developer promptly shall notify the City in writing. From and after receipt of the foregoing notice, the City shall provide such cooperation, information, and assistance as the Developer reasonably shall request.

8. Guaranteed Maximum Price Proposal.

(a) Based upon design plans at a mutually agreeable stage of development, the Developer shall prepare and submit a Guaranteed Maximum Price proposal for the Project. The contents of the proposal shall include but not be limited to the following information:

(i) Project Budget broken down by subcontractor category, general conditions, general requirements, contingencies, allowances, insurance, bond, and any project fees;

(ii) Construction Schedule including critical path and total float by activity. Construction Schedule shall include procurement, permitting, construction, City vendor(s), and City related activities at a minimum;

(iii) List of the GMP design and planning documents (i.e., drawings and specifications) and the date(s) thereof;

(iv) Proposed subcontractor and vendor list with sufficient backup and subcontractor comparison by category, including any additions and subtractions to subcontractor proposals, to validate proposed budget amounts;

(v) A detailed allowance and contingency log;

(vi) Any unit prices or rates proposed for the project or requested by the City;

(vii) A list of scope alternates with their current status and budgeted cost;

(viii) Any assumptions and clarifications the Developer has made while compiling the Guaranteed Maximum Price proposal; and

(ix) Any other required certifications and documentation as required by the City.

(b) Prior to City's written acceptance of Developer's Guaranteed Maximum Price Proposal, Developer shall not incur any cost not otherwise authorized by the City to be reimbursed by City as part of the Project Costs, except as City may authorize in writing in advance.

(c) The Developer warrants to the City that construction of the Project shall be: (i) in a good and workmanlike manner; (ii) in accordance with the Final Plans (as modified by any Change Orders) and the terms and conditions of this Agreement; (iii) free from Material Defects; (iv) in compliance with the Final Plans; and (v) in compliance with the Laws and as required by governmental authorities. The City has the right to reject any proposed subcontractors, but any pricing impacts related to alternative subcontractors may result in an increase to the Guaranteed Maximum Price.

9. Allowances and Contingency.

(a) As part of the Guaranteed Maximum Price, allowances may be established as mutually agreed upon by the City and Developer to account for portions of the Project that can be reasonably inferred or anticipated and for which design is not finalized (i.e., scope cannot be defined or quantified). Allowances shall be allocated to specific trade line items with logical backup and shall include, without limitation, all labor, material, equipment, delivery, unloading, storage, installation and general conditions costs and all overhead and profit of the applicable subcontractors.

Developer shall include a final price for portions of the Project covered by allowances promptly after the City has finalized its selection of items and architect has completed all related Construction Documents. Developer shall give notice to the City of such final amount, including documentation which supports and establishes the final amount. If the final amount exceeds the amount of the allowance included in the Guaranteed Maximum Price, City shall promptly elect to either issue a Change Order for the overage, reconcile against other allowances in the Guaranteed Maximum Price that are anticipated to be unspent (as mutually agreed upon between City and Developer), or direct the Developer to re-design portions of the work to lower the cost. If the final amount is anticipated to be less than the allowance carried in the Guaranteed Maximum Price, the Developer shall notify the City. The City may elect to reduce the Guaranteed Maximum Price or direct the Developer to re-allocate the savings to other allowance line items.

(b) As part of the Guaranteed Maximum Price, contingencies may be established as mutually agreed upon to account for further development of design and risk management of construction and development related items.

(c) Permitted uses of contingency funds include:

(i) Scope gaps between trade subcontractors;

(ii) Costs related to items which could not reasonably be foreseen even through employment of commercially reasonable research and due diligence;

(iii) Costs required for substitute subcontractors, if subcontractors are being supplemented due to failure to perform contractual obligations, individual subcontractor retention (if available) shall be the first recourse for additional costs incurred;

(iv) Regulatory changes and impacts;

- (v) Schedule recovery or acceleration related costs (including applicable general conditions or staffing); and
 - (vi) Additional costs incurred for means and methods that are deemed appropriate by the City for the betterment of the Project.
- (d) Non-permitted use of contingency funds include:
- (i) Costs for corrective work of trades due to non-compliance with Project Construction Documents;
 - (ii) Costs for repair of damaged or defective work;
 - (iii) Additional general conditions staffing (unless the Substantial Completion Date is extended and then only to the extent necessary to accommodate such extension, which shall be substantiated with Critical Path Method (CPM) schedule backup) or overhead and profit; and
 - (iv) Costs for additional City requests beyond the scope of this Agreement, unless mutually agreed upon.
- (e) Developer shall only utilize allowances and contingencies with prior approval by City.
- (f) Developer shall maintain contingency and allowance logs to be reviewed regularly with City.
- (g) Upon completion of the Project, or at a time mutually agreed upon by Developer and City, all unused allowances and contingency funds shall be returned to the City by means of a deductive Change Order to the Guaranteed Maximum Price. City shall apply such funds as required by the trust indenture and tax certificate executed in connection with the issuance of the Bonds.

10. Buy-Out Savings. The Developer shall undertake efforts to reduce the actual amount of the subcontracts entered into by Developer for the performance of the work of this Agreement. If the collective sum of the subcontracts included in the Guaranteed Maximum Price is greater than the collective sum of the actual amounts of the subcontracts entered into by Developer for the performance of the work of this Agreement, a buy-out savings budget line item shall be established. The buy-out savings shall be recorded and accounted for separately from the contingency and allowance log and regularly updated. Prior to any scope gaps being funded by the contingency, they shall be funded from the buy-out savings as funding allows. If there is a balance in the buy-out savings at the end of the Project, they will be utilized at the Developer's discretion.

11. Changes in the Project.

- (a) Changes Proposed by Developer. If the Developer desires to make any changes to the Final Plans, then the Developer shall submit a Change Order Request to the City for

review and approval, together with a detailed estimate (and applicable backup) of any resulting increase to, or decrease from, the total budgeted Project Costs and the BOT Purchase Price. Along with the estimate of costs, the Developer shall include a reasonable timeline for when the City needs to approve or reject the Change Order Request as to not impact project schedule. Within thirty (30) days after the City receives the Change Order Request, the City shall deliver to the Developer written notice that it approves or rejects the Change Order Request, in the City's sole discretion. If the City approves a Change Order Request, then the Developer and the City shall execute a Change Order. If the City rejects a Change Order Request, the Final Plans shall remain unchanged. If a decision by the City is needed within thirty days as to not impact the critical path of the schedule, City may elect to provide written direction to complete the work ahead of Change Order execution.

(b) Changes by City.

(i) If the City desires to make any changes to the Final Plans, then the City shall submit a Change Order Request to the Developer for review and approval. Within ten (10) business days after the Developer receives the Change Order Request, the Developer shall deliver to the City written notice stating whether the change proposed in the Change Order Request would result in an increase in the Project Budget, BOT Purchase Price, or Substantial Completion Date; provided, however, if the proposed change would result in an increase, then such notice also shall include an rough order of magnitude estimate of the amount of the increase.

(ii) If the foregoing notice states that the change proposed in the Change Order Request would not result in an increase in the Project Budget, BOT Purchase Price, or Substantial Completion Date, then, within five (5) business days after delivery of such notice, the City shall provide written notice that it approves or rejects the Change Order Request. The Developer shall proceed with the work based on the written notice, and a Change Order shall be executed to document the change in work.

(iii) If the foregoing notice states that the change proposed in the Change Order Request would result in an increase in the Project Budget, BOT Purchase Price, or Substantial Completion Date, then the City shall provide written notice to the Developer as to whether the City would like to withdraw the Change Order Request. If the City does not elect to withdraw the Change Order Request, then, within ten (10) additional business days, the Developer shall deliver to the City an estimate with detailed backup including subcontractor proposals, GC/GR, schedule, etc. If the Change Order Request has an immediate critical path impact to the schedule, the City and Developer may mutually agree to proceed with the work while the appropriate backup is being compiled so as to not impact Construction Schedule.

(iv) Any claim for extension of time shall be accompanied by a schedule analysis showing critical path impact.

- (v) If the City approves the Change Order Request, the City and Developer shall execute a Change Order increasing the Guaranteed Maximum Price amount.
- (vi) The Developer shall maintain a Change Order Request log, which shall be regularly updated and shared with the City.
- (c) Changes due to unforeseen conditions shall be handled in the same manner as changes by the City.
- (d) Permitted Change. Notwithstanding anything to the contrary set forth herein: (i) the Developer shall be required to obtain the approval of the City with respect to a Permitted Change; and (ii) a Change Order with respect to a Permitted Change shall be effective only upon execution by the Developer and the City.

12. Construction.

- (a) Permits. Prior to commencing construction of the Project, and consistent with the time limit identified in the Construction Schedule, the Developer, at its cost and expense, shall obtain and submit to the City for its review the Required Permits. Any reviews or approvals by the City shall not be deemed a warranty or representation of any kind by any City agencies, departments, officials, employees, or agents that the Final Plans comply with, or are approved under, applicable Laws. Any permit fees for permits issued by the City shall be waived by the City.
- (b) Schedule. Developer shall maintain a CPM schedule, showing critical path and total float for each activity. This schedule shall be updated monthly and submitted to the City. Developer shall also maintain a lookahead schedule identifying micro level activities and any City activities or decisions needed to support the Schedule.
- (c) Progress Meetings. The Developer shall organize periodic progress meetings to discuss matters pertaining to the performance of the work, including, without limitation, procedures, progress, problems and scheduling. Developer shall provide prior written notice of such meetings to the City and shall arrange for its appropriate representatives to attend. Such meetings shall be held as frequently as the City requires, but no less often than every week. City may invite other attendees for the periodic progress meetings. Developer shall record the minutes of each meeting and shall deliver to City, its representatives, and all other entities that attended the meeting or are affected by the results thereof a copy of the minutes of such meeting not later than five (5) business days after the date of such meeting. At each progress meeting, Developer shall distribute updated summaries of the Project Costs incurred to date and an updated Construction Schedule, showing Developer's completed operations, its contemplated future schedule of operations (at least a thirty (30) day look ahead schedule) and identifying any deviations from the Project Schedule.
- (d) Reporting. Developer shall submit monthly Project reports along with application for payments (schedule of values) which shall include, at a minimum: master schedule (CPM) update, submittal and procurement status, RFI logs, Change Order log, allowance and contingency reports, safety data, and any other pertinent information.

(e) BOT Payments. The BOT Payments shall be disbursed to the Developer in accordance with the Disbursement Request to pay (or reimburse the Developer for) Project Costs no more frequently than once per calendar month. Such evidence shall be in the form of a schedule of values indicating the associated percentage of completion for each trade. Developer shall submit a preliminary schedule of values for City approval. Any changes to the schedule of values shall be communicated to and reviewed with the City.

(f) Retainage. Until Substantial Completion of the Project, City will withhold five percent (5%) of the dollar value of all work satisfactorily completed as retainage. City and Developer may mutually agree to hold up to ten percent (10%) on specific subcontractors and may mutually agree to release retention on specific subcontractors earlier than the end of the Project.

(g) Operation. The Developer shall operate the BOT Acquisition Property during the Operating Period, including maintaining, to the extent not otherwise maintained by the City, all commercially appropriate insurance. The Developer shall defend and indemnify the City for all claims, losses, damages, and liabilities arising from the Developer's operation of the BOT Acquisition Property.

(h) Records. The Developer shall keep and maintain true, correct, accurate and complete Books and Records. All Books and Records shall be kept and maintained in accordance with generally accepted accounting principles consistently applied. The City and its attorneys, accountants, representatives, architects, engineers, and consultants at all reasonable times shall have: (i) free access to, and rights of inspection of, the Books and Records; and (ii) the right to audit, make extracts from, and receive from the Developer originals or accurate copies of, the Books and Records.

(i) Safety. The Developer shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of its obligations under the Agreement and shall be in full compliance with all Laws. The Developer shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury or loss to: (i) employees constructing the Project and other persons who may be affected thereby; (ii) the work and materials and equipment to be incorporated into the Project, whether in storage on or off the site, under care, custody or control of the Developer or the Developer's subcontractors; and (iii) other property at the Project Site adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation or replacement in the course of construction. The Developer shall comply with and give notices required by applicable Laws bearing on safety of persons or property or their protection from damage, injury, or loss. The Developer shall erect and maintain, as required by existing conditions and performance of its obligations under this Agreement, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations, and notifying owners and users of adjacent sites and utilities. The Developer shall promptly remedy damage and loss to the Project or adjacent property caused in whole or in part by the Developer, a subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable,

except damage or loss attributable to the gross negligence or intentional misconduct of the City.

(j) Liens and Claims. If any liens or claims are filed against all or any portion of the Project Site, the City, for work claimed to have been done for, or materials claimed to have been furnished to, Developer, then Developer shall cause such liens or claims to be released or discharged of record within thirty (30) days after notice of the filing by bonding or providing other adequate security therefor, as provided or required by the Laws.

13. Inspections.

(a) Permitted Inspection. Upon reasonable notice to the Developer, the City or its third-party representative may perform a Permitted Inspection. If applicable after a Permitted Inspection, the City may deliver a Non-Compliance Notice to the Developer.

(b) Final Inspection. The Developer shall deliver to the City a written request for the Final Inspection of the Project at least fifteen (15) business days prior to the anticipated Substantial Completion Date. On or before the date that is fifteen (15) business days after receipt by the City of such request, the City shall: (i) conduct the Final Inspection; and (ii) deliver to the Developer, if applicable, a Non-Compliance Notice. Upon receipt of a Non-Compliance Notice, the Developer shall correct or cause to be corrected, as soon as is practicable, all Material Defects identified in the Non-Compliance Notice. Within fifteen (15) business days after the City conducts the Final Inspection, the Developer and the City shall identify the “punch-list” items. The Developer shall complete all “punch-list” items within thirty (30) days after the “punch-list” items are identified.

(c) Non-Compliance. If the City delivers to the Developer a Non-Compliance Notice following an Inspection, then the Developer shall correct, as soon as is practicable, all Material Defects identified in the Non-Compliance Notice, except and to the extent that any such Material Defects have been accepted by the City. If the Developer fails to cure any item in a Non-Compliance Notice or any Latent Defect identified in writing by the City, in each case, within forty-five (45) days of the receipt of such notice, then the City, in addition to any other right or remedy provided herein (and regardless of any cure period provided herein), shall be entitled to a credit to the BOT Purchase Price for reasonable cost to remedy such defect.

(d) Latent Defects. Notwithstanding anything to the contrary set forth herein, no acceptance, or deemed acceptance, by the City pursuant to this Section 10 shall be applicable with respect to any Latent Defects.

(e) General.

(i) In connection with any Inspection pursuant to this Section 10, the City shall: (A) comply with all health and safety rules of which the City has been informed that have been established for personnel present on the construction site; and (B) coordinate the inspections so that the inspections do not interfere with the performance of construction. The Developer shall have the right to accompany, and have its construction manager accompany, the City during any Inspection.

(ii) Notwithstanding anything to the contrary in this BOT Agreement, an acceptance, or deemed acceptance, by the City pursuant to this Section 10 shall not mean that the City has accepted, or that the Developer has been relieved of, responsibility for: (A) compliance with the Laws or the Final Plans; (B) the proper application of construction means or methods; (C) correcting any portion of the Project if it later is determined that such portion is inconsistent with the proper completion of a subsequent portion of the Project; (D) any Latent Defects; or (E) the Developer's warranty obligation in Subsection 9(b) herein.

(f) The foregoing rights in favor of the City shall be in addition to, and not in lieu of, any rights and remedies the City may have under this Agreement or applicable Law, and nothing set forth herein shall be deemed to waive any authority, right, remedy, or power vested in any of the City agencies under applicable Law.

14. Bonds and Insurance. During construction of the Project and through the Operating Period, the Developer shall maintain the policies of insurance reflected on the certificate attached hereto as Exhibit C. Each such policies shall be written by companies acceptable to the City, and the Developer shall provide notice of any intended modification to, or cancellation of, such policies to the City at least thirty (30) days in advance. The policy of commercial general liability insurance required by this Section 11 to be maintained by the Developer shall name the City and any City Consultants as an additional insured and such coverage shall be primary and non-contributory. The Developer shall deliver to the City certificates of the insurance policies required by this Section 11, executed by the insurance company or the general agency writing such policies prior to commencement of construction. The Developer shall procure and maintain a builder's risk insurance policy covering the Project in the amount of the BOT Purchase Price and the Developer shall be responsible for any deductible. From and after two (2) years following the end of the Operating Period, the Developer shall have no obligation to maintain any policies of insurance with respect to the Project. P&P Bonds shall be obtained for the project as required under Ind. Code 5-23, *et seq.*, as the same shall be amended from time to time. The Developer shall provide the P&P Bonds to the City prior to commencement of any construction activities at the Project Site. Notwithstanding the obligation of the Developer to provide the P&P Bonds as provided for in this Agreement, the Developer also has an affirmative obligation to timely pay any and all subcontractors, suppliers, laborers, and, and to take all other action necessary to prevent the filing of mechanics or other liens on the Project Site. The P&P Bonds must specify that: (1) a modification, omission, or addition to the terms and conditions of the Agreement or Final Plans; (2) a defect in the Agreement; or (3) a defect in the proceedings preliminary to the letting and awarding of the Agreement; does not discharge the surety.

15. Operation/Conveyance.

(a) Completion. Prior to the Final Payment Due Date, the Developer shall: (i) provide as-built record drawings to the City and grant the City a perpetual license to the design of the Project and to use such drawings in the use, occupancy, operation, maintenance, repair, alteration, and additions to the Project; (ii) provide to the City the warranties for the Project issued by the subcontractors, suppliers, and manufacturers in favor of the City; (iii) provide to the City operating manuals for the Project; and (iv) execute a certificate substantially in the form attached hereto as Exhibit D, which certificate, by specifying the Substantial

Completion Date, shall establish the commencement date of the Operating Period. Upon Substantial Completion, Developer shall undertake all commercially reasonable efforts to complete any and all “punch list” items determined at the point of Substantial Completion. In the event Developer fails to complete “punch list” items in a reasonable period, as determined in City’s sole reasonable discretion, City shall have the right to undertake completion of “punch list” items and recover costs incurred for completion thereof from Developer.

(b) As a material inducement for and in consideration of the City’s obligations herein, the Developer agrees that in the event that the Project has not reached Substantial Completion by Ninety (90) Calendar Days beyond the established Substantial Completion Date (as it may be adjusted by Change Order) then the Developer shall pay the City the amount of Five Hundred Dollars (\$500) per calendar day as liquidated damages for each day after that period that the Project has not reached Substantial Completion. Liquidated damages amounts shall be deducted from any amounts owed to the Developer. Should the amount of liquidated damages exceed any amounts owed to the Developer, the Developer agrees that the City shall have no responsibility to continue paying the Developer any amounts and the Developer further agrees to pay the City promptly any and all amounts of liquidated damages that exceed any amounts owed by the Developer to the City. The City and the Developer expressly represent to one another and agree that the liquidated damages provided for in this Agreement represent a good faith effort by the City and the Developer to determine the actual damages the City will incur if the Project is not completed within the substantial Completion Date. The City and the Developer further expressly agree and understand that this liquidated damages provision is not a penalty clause, and the Developer covenants and agrees not to attempt to avoid making payment pursuant to this liquidated damages provision on the ground that it constitutes a penalty or is otherwise legally invalid.

(c) Operation. The Developer shall operate the BOT Acquisition Property during the Operating Period; however, as provided in Section 14, all costs and expenses incurred in connection therewith shall be borne by the City.

(d) Conveyance. Upon the expiration of the Operating Period, the Developer shall convey the BOT Acquisition Property to the City (or its designee) for no additional monetary consideration pursuant to a quitclaim deed free and clear of all liens and encumbrances not of record as of the Closing Date substantially in the form attached hereto as Exhibit E. The foregoing conveyance shall not: (i) result in a merger of this Agreement into the conveyance documents; accordingly, this Agreement, and all of the rights of the parties hereunder, shall remain in full force and effect; or (ii) have any effect on the obligation of the City to make the BOT Payments pursuant to the terms and conditions of this Agreement (stated alternatively, such conveyance shall not accelerate payment of the BOT Payments). The City shall be responsible for all costs and expenses incurred in connection with the acquisition of the BOT Acquisition Property, including, without limitation: (i) costs to obtain all surveys, title searches, abstracts, and title policies deemed by the City to be necessary or appropriate; and (ii) the City attorneys’ fees and closing costs.

16. BOT Payments.

- (a) Interest. No interest shall accrue on the Outstanding BOT Principal Amount.
- (b) City Obligations. This Agreement is not a bond, loan, or borrowing of the City.
- (c) Payment Source. The BOT Payments are payable from the proceeds of the Bonds issued by the City, or from any other legally available funds in the City's sole discretion.
- (d) Payment Amounts. BOT Payments will be based on percentage of work properly completed at the time the Disbursement Request is made, subject to the amounts retained from each BOT Payment set forth in Section 9(d).
- (e) Disbursement Process.
 - (i) The Developer first must submit all completed Disbursement Requests, including all supporting documentation, to the City's Owner's Technical Representative or its designee to review for completion and accuracy.
 - (ii) Upon approval by the City's Owner's Technical Representative, each Disbursement Request shall be submitted by the City to [_____] as trustee (the "Trustee") under the Trust Indenture, dated as of _____ 1, 2025, by and between the City and the Trustee, relating to the Bonds.
 - (iii) If a Disbursement Request submitted by the Developer for approval is rejected at any point in the Disbursement Request approval process outlined in this Section 13(e), the rejected Disbursement Request shall be returned to the Developer with a written explanation for the rejection, at which point the City and the Developer shall work together in good faith to resolve the reasons for the Disbursement Request being rejected.
 - (iv) City will make commercially reasonable efforts to approve or reject Disbursement Requests within thirty (30) days of the date set forth on each Disbursement Request. Developer acknowledges, understands, and agrees that this Disbursement Request approval process may be subject to reasonable delays by the City.
- (f) Requirements for Disbursement. In addition to such other conditions and requirements set forth in this Agreement, each of the following conditions shall be a condition precedent to the City's approval of each Disbursement Request pursuant to this Agreement, provided, however, that any condition not satisfied at the time of any disbursement shall not be deemed waived but shall be satisfied as the City may later require:
 - (i) There exists no Event of Default under this Agreement, the GMP Addendum, or the Construction Documents or any event which with the giving of notice or the lapse of time would become an event of default under the terms of this Agreement, the GMP Addendum, or the Construction Documents.

(ii) Developer is in full compliance with all terms and conditions of this Agreement, the GMP Addendum, and the Construction Documents, and all representations and warranties made hereunder remain true and correct in all material respects.

(iii) Developer has furnished to the City a completed Disbursement Request executed by Developer, together with any supporting documentation which may be required pursuant to the terms of this Agreement, the GMP Addendum, or the Construction Documents for the requested disbursement, including without limitation a list of each and every contractor, subcontractor, and materialman to whom payment must be made and dollar amount owed and any other supporting documentation required pursuant to this Agreement, the GMP Addendum, and the Construction Documents.

(iv) Developer has furnished to the City a current cost budget on AIA Form G702/G703 (or such similar forms acceptable to the City) for construction of the Project, executed by Developer or its designee; such AIA Form G702/G703 (or such similar forms acceptable to the City) shall be in detail reasonably satisfactory to the City and shall include, without limitation, an itemization of quantities, unit prices, and extension for labor and material for all Project Costs incurred to date and for the period for which the disbursement is requested and such other breakdown of construction and other costs as the City may require from time to time.

(v) To the extent required by the City, the Project has been inspected by a construction consultant approved by the City, and the construction consultant has certified to the City the percentage of completion of the Project and that the Disbursement Request and application for disbursement of funds from the Bond Proceeds conforms with the Project Budget and the current cost budget on AIA Form G702/G703 (or such similar forms acceptable to the City) and the requirements of this Agreement, the GMP Addendum, and the Construction Documents relating to the completion of the construction of the Project.

(vi) The Project Budget is In-Balance.

(g) Waivers. Each Disbursement Request must be accompanied by a conditional waiver of liens and claims from the Developer and from all subcontractors and suppliers.

17. City Covenants. The covenants set forth in this Section 14 shall apply at all times during the Payment Period, including that, for purposes of clarity and notwithstanding the fact that the Developer will be operating the BOT Acquisition Property, such covenants shall apply during the Operating Period.

(a) Agreement Compliance. The City shall: (i) pay the BOT Payments punctually and in strict conformity with the terms of this Agreement; (ii) faithfully observe and perform all of its obligations under this Agreement; and (iii) subject to all proceedings required by law, take all necessary steps to issue the Bonds.

(b) Other Contract Compliance. The City shall not: (i) take, or fail to take, any action under any contract, if the effect of such act or failure to act would impair or adversely affect the ability of the City to pay the BOT Payments; and (ii) fail to observe and perform all of its obligations under all other contracts affecting or involving the Project to which the City is a party.

(c) Operating Period Expenses.

(i) Upon the initiation of the Operating Period, the City: (A) shall pay all reasonable costs and expenses actually incurred in connection with the ownership, occupancy, possession, use operation, maintenance, and repair of the BOT Acquisition Property, including, without limitation, that the City shall (1) pay and discharge when due all taxes, assessments, and other governmental charges that lawfully are imposed upon all or any portion of the Project Site or the BOT Acquisition Property, (2) pay all usage and other charges for utility services furnished to the BOT Acquisition Property, and (3) pay all premiums of insurance policies required to be maintained (or otherwise maintained) with respect to the Project Site and the BOT Acquisition Property; (B) shall pay all taxes and assessments levied as a result of the receipt of the BOT Payments; and (C) within thirty (30) days after receipt of written invoice from the Developer, shall reimburse the Developer for direct costs and expenses incurred by the Developer in connection with the ownership, occupancy, possession, use, operation, maintenance, and repair of the BOT Acquisition Property during the Operating Period. For purposes of clarity, the foregoing shall not be deemed to nullify any obligations of the Developer with respect to the construction of the Project.

(ii) The City shall have the right to contest, at its cost and expense and in accordance with all Laws, the valuation of the Project Site, the BOT Acquisition Property, and the calculation of any real estate taxes or assessments. Pending resolution of such a contest, the City shall pay when required by the applicable taxing authority the installments and payments of the taxes and assessments being contested, except to the extent that the foregoing may be deferred without penalty during the pendency of the contest.

(d) Assurances. The City shall, subject to all proceedings required by law, adopt such resolutions, execute and deliver such instruments, and make any and all further assurances as reasonably may be necessary or proper: (i) to carry out the intention of this Agreement; (ii) to facilitate the performance of this Agreement; and (iii) in connection with assuring and confirming the rights and benefits provided to the Developer

15. Developer Covenants.

- (a) Agreement Compliance. The Developer shall: (i) perform its obligations punctually and in strict conformity with the terms of this Agreement; and (ii) faithfully observe and perform all of its obligations under this Agreement.
- (b) Filings. The Developer shall keep in full force and effect, without any violations by the Developer, any and all filings or registrations required by the Laws in connection with: (i) the performance by the Developer of its obligations under this Agreement; (ii) the acquisition of the materials to construct, and the construction of, the Project in accordance with this Agreement; or (iii) the sale of the BOT Acquisition Property to the City in accordance with this Agreement.
- (c) No Liens or Claims. At all times prior to conveyance of the BOT Acquisition Property to the City, the Developer shall: (i) keep the materials to construct the Project and the Project Site, the City, free from any and all liens, claims, security interests, encumbrances, and restrictions, excepting only (A) those existing on the Closing Date, and (B) the lien of current real estate taxes not delinquent; and (ii) defend such materials, the Project Site, the City, against the claims and demands of others. If any mechanic's, supplier's, or similar lien or claim is filed against the Project Site, the BOT Acquisition Property, the City, or the materials to construct the Project, for work claimed to have been done for, or materials claimed to have been furnished to, the Developer, then the Developer shall cause such mechanic's, supplier's, or similar lien or claim to be satisfied or discharged of record within thirty (30) days after notice of the lien or claim by bonding, payment, or providing other adequate security therefor, or as provided or required by the Laws.
- (d) Laws. The Developer shall comply with all Laws in the performance of its obligations under this Agreement.
- (e) No Transfer. The Developer shall not undertake, permit, or cause a Transfer.
- (f) Developer Interests. Prior to conveyance of the BOT Acquisition Property to the City, the Developer: (i) shall not change its name; (ii) shall not (A) merge into, or consolidate with, any other entity, or otherwise reorganize, (B) sell, convey, or transfer to any person any interest in the Developer, or (C) otherwise permit any change in the members of the Developer or the percentage of ownership in the Developer; (iii) shall notify the City in writing of any change of the nature specified in the foregoing Subsection 15(e)(ii); and (iv) shall not grant any security interest in any interest in the Developer or any member thereof.
- (g) No Amendments. Prior to conveyance of the BOT Acquisition Property to the City, the Developer shall not: (i) amend, modify, or restate the articles of organization or operating agreement of the Developer; (ii) cause or permit any such amendment, modification, or restatement; or (iii) be dissolved, wound up, or converted to another type of entity, or have its existence as a limited liability company terminated.
- (h) Business. Prior to conveyance of the BOT Acquisition Property to the City, the Developer shall not make or permit to be made any material change in the character of its business as currently conducted.

16. Events of Default. Each of the following shall be deemed to be an “Event of Default” by the Developer or the City, as applicable:

- (a) the failure to pay any amount when due hereunder, including, without limitation, the failure by the City to make commercially reasonable efforts to cause payment of the BOT Payments following approval of a Disbursement Request;
- (b) the failure to observe or perform any term or condition of this Agreement to be observed or performed by it (other than the payment of any amount due hereunder), which failure is not cured within thirty (30) days after receipt by the defaulting party of written notice specifying the nature of the failure; provided that, if the failure is of such a nature that it cannot be remedied within thirty (30) days, despite the exercise of reasonably diligent efforts, then the thirty-day (30) period shall be extended as reasonably may be necessary for the defaulting party to remedy the failure, so long as the defaulting party: (i) commences to remedy the failure within the thirty-day (30) period; and (ii) diligently pursues such remedy to completion;
- (c) the filing or commencement of any bankruptcy or similar proceeding by or against including, without limitation: (i) the filing of a petition for arrangement or reorganization; (ii) the appointment of a receiver for all or a substantial portion of the party’s property; or (iii) the assumption of custody or control of a party or any of its property by a court of competent jurisdiction pursuant to any Law for the relief or aid of debtors; provided that, if any of the foregoing are filed, appointed, assumed, or otherwise commenced against a party without its consent, then there shall not be an Event of Default unless and until such filing, appointment, assumption, or other commencement remains in effect and active in excess of forty-five (45) days;
- (d) becoming insolvent or generally unable to pay its debts as they become due; and
- (e) the occurrence of any of the circumstances set forth in Subsection 16(c) or 16(d) herein with respect to the Developer if such occurrence is prior to the expiration of the Operating Period and the conveyance of the BOT Acquisition Property to the City.

17. Remedies.

- (a) Remedies. During the continuance of an Event of Default, the non-defaulting party may take such actions at law or in equity as are necessary or appropriate to: (i) collect any payments due under this Agreement; (ii) protect the rights granted to the non-defaulting party under this Agreement; (iii) enforce the performance or observance by the defaulting party of any term or condition of this Agreement (including, without limitation, through the exercise of the equitable remedies of injunction and specific performance); or (iv) cure, for the account of the defaulting party, any failure of the defaulting party to perform or observe a material term or condition of this Agreement to be performed or observed by it; provided that no cure undertaken by the non-defaulting party shall be construed to be a waiver of the Event of Default.

Except to the extent provided to the contrary in this Section 17 or by the Laws, the non-defaulting party is not required to give notice to the defaulting party prior to exercising

its remedies during the continuance of an Event of Default.

(b) No Remedy Exclusive. No right or remedy herein conferred upon, or reserved to, a non-defaulting party is intended to be exclusive of any other available right or remedy, unless otherwise expressly stated; instead, each and every such right or remedy shall be cumulative and in addition to every other right or remedy given under this Agreement or now or hereafter existing at law or in equity.

(c) No Waiver. No delay or omission by a non-defaulting party to exercise any right or remedy upon any Event of Default shall impair any such right or remedy, or be construed to be a waiver thereof, and any such right or remedy may be exercised from time to time, and as often as may be deemed to be expedient. None of: (i) a waiver by the non-defaulting party of an Event of Default; (ii) a delay in the exercise by the non-defaulting party of any right or remedy with respect to an Event of Default; or (iii) the acceptance by the Developer of all or any portion of the BOT Payments during the continuance of an Event of Default by the City; shall be deemed to (A) constitute a waiver of the current or any subsequent Event of Default, (B) release or relieve the defaulting party from performing any of its obligations under this Agreement, or (C) constitute an amendment or modification of this Agreement.

(d) Damages. The non-defaulting party may recover from the defaulting party all costs and expenses (including, without limitation, reasonable attorneys' fees and court costs) that the non-defaulting party incurs: (i) by reason of any Event of Default by the defaulting party; and (ii) in connection with exercising its rights and remedies with respect to any Event of Default; together with interest thereon at the rate of 12% per annum. All such amounts shall be due and payable by the defaulting party immediately upon receipt of written demand from the other party, and the obligation of the defaulting party to pay such amounts shall survive the acquisition by the City of the BOT Acquisition Property.

18. Notice. Any notice required or permitted to be given by either party to this Agreement shall be in writing, and shall be deemed to have been given when: (a) delivered in person to the other party; or (b) sent by national overnight delivery service, with confirmation of receipt, addressed as follows:

To the Developer:

BW Construction, LLC
ATTN: Dustin Frye, Co-Owner
615 Russell Avenue
Indianapolis, Indiana 46225
Email: dfrye@buildbw.com

To the City:

City of Westfield, Indiana
ATTN: Kaitlin Glazier, Chief of Legal
2728 East 171st Street
Westfield, Indiana 46074

Email: kglazier@westfield.in.gov

with copy to:

Taft Stettinius & Hollister LLP
ATTN: Cameron Starnes
One Indiana Square, Suite 3500
Indianapolis, Indiana 46204-2023
Email: cstarnes@taftlaw.com

Either party may change its address for notice from time to time by delivering notice to the other party as provided in this Section 18.

19. Assignment. Developer shall not: (a) assign this Agreement or any interest herein; or (b) delegate any duty or obligation hereunder. Notwithstanding any assignment or delegation: (a) the assigning or delegating party shall remain fully liable to perform all of its obligations under this Agreement; and (b) a consent by a party to any assignment or delegation shall not release the assigning or delegating party from such performance. Any transfer of this Agreement by operation of law (including, without limitation, a transfer as a result of merger, consolidation, or liquidation of the Developer) shall constitute an assignment for purposes of this Agreement.

20. Indemnification

(a) By the Developer. To the fullest extent permitted by the Laws, the Developer shall indemnify, defend, and hold harmless the City from and against any and all Claims arising from or connected with: (i) mechanics' liens or claims filed against the Project, the Project Site, or the City for work performed by the Developer or any party acting by, under, through, or on behalf of the Developer; (ii) breaches by the Developer under contracts to which the Developer is a party, to the extent that such contracts relate to the performance of any work on the Project Site by the Developer or any party acting by, under, through, or on behalf of the Developer; (iii) injury to, or death of, persons or loss of, or damage to, property, suffered in connection with performance of any work on the Project Site by the Developer or any party acting by, under, through, or on behalf of the Developer; (iv) Claims including attorneys' fees and expenses to the extent arising out of the negligent acts or omissions or willful misconduct of the Developer or any party acting by, under, through, or on behalf of the Developer; or (v) the breach by the Developer of any term or condition of this Agreement.

(b) By the City. The City shall, to the extent permitted by law, indemnify and hold harmless the Developer from and against any and all Claims arising from or connected with: (i) Claims to the extent arising out of the negligent acts or omissions or willful misconduct of the City, or any party acting by, under, through, or on behalf of the City; or (ii) the breach by the City of any term or condition of this Agreement. Anything in this Agreement to the contrary notwithstanding, the City's obligations to indemnify and hold Developer harmless shall be limited to substance by statutes designed to protect and limit the exposure and liability of the City as an instrumentality of the State of Indiana, so that the City's liability to hold harmless and indemnify shall not exceed what might have been

the City's liability to a claimant if sued directly by the claimant and all appropriate defenses had been raised by the City.

Notwithstanding anything to the contrary set forth herein, the obligations of the parties under this Section 20 shall survive the termination of this Agreement.

21. Force Majeure. Notwithstanding anything to the contrary set forth in this Agreement, if either party is delayed in, or prevented from, observing or performing any of its obligations (other than the obligation to pay money) under, or satisfying any term or condition of, this Agreement as a result of Force Majeure; then: (a) the party asserting Force Majeure shall deliver written notice to the other party within seven days after the occurrence of the event that is the basis of the Force Majeure assertion; (b) such observation, performance, or satisfaction shall be excused for the period of days that such observation, performance, or satisfaction is delayed or prevented; and (c) the deadlines for observation, performance, and satisfaction, as applicable, shall be extended for the same period.

22. BOT Statute. This Agreement is intended to be a public-private agreement authorized by the Act. If and to the extent this Agreement is not such a public-private agreement, then this Agreement shall be deemed to: (a) include such terms not otherwise included; and (b) exclude such terms not otherwise excluded; as is necessary to cause this Agreement to be a public-private agreement. Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein and the Agreement shall be read and enforced as though it were included herein, and if through mistake or otherwise, any such provision is not inserted, or is not correctly inserted, then upon the application of either party at any time, the Agreement shall forthwith be amended to make such insertion or correction.

23. Investment Activities with Iran. The Developer represents that it is not engaged in investment activities with Iran as prohibited by Ind. Code §5-22-16.5-8 and §5-23-1-5 and that it is not on the list published and endorsed by the State of Indiana pursuant to Ind. Code §5-22-16.5-9 as a company engaged in investment activities with Iran. The Developer agrees to sign and return the Certification Regarding Investment Activities in Iran contemporaneously with the execution of this Agreement, as required by Indiana Law.

24. Independent Contractor. The Developer shall perform its duties hereunder as an independent contractor and not as an employee of the City. Neither the Developer nor any agent or employee of the Developer shall be or shall be deemed to be an agent or employee of the City. The Developer shall pay when due all required employment taxes and income tax withholding, including all federal and state income tax on any monies paid pursuant to this Agreement. The Developer acknowledges that the Developer and its employees are not entitled to tax withholding, worker's compensation, unemployment compensation, or any employee benefits, statutory or otherwise. The Developer shall have no authorization, express or implied, to bind the City to any agreements, liability, or understanding except as expressly set forth herein. The Developer shall be solely responsible for the acts of the Developer, its employees, and agents.

25. Antidiscrimination Provisions. As required by Indiana Code 5-16-6, the Developer agrees: (a) that in the hiring of employees for the performance of the work under this Agreement or any subcontract hereunder, no contractor, or subcontractor, nor any person acting on behalf of

such contractor or subcontractor, shall, by reason of race, religion, color, sex, national origin or ancestry, discriminate against any citizen of the state of Indiana who is qualified and available to perform the work to which the employment relates; (b) that no contractor, subcontractor, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee hired for the performance of the work under this Agreement on account of race, religion, color, sex, national origin or ancestry; (c) that there may be deducted from the amount payable to the Developer by the City a penalty of five dollars (\$5.00) for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of this Agreement; and (d) that this Agreement may be cancelled or terminated by the City and all money due or to become due hereunder may be forfeited, for a second or any subsequent violation of the terms or conditions of this section of the Agreement.

26. Unauthorized Aliens. Developer: (i) shall verify the work eligibility status of all newly-hired employees through the E-Verify Program; and (ii) shall not: (A) knowingly employ, or contract with, an Unauthorized Alien; or (B) retain an employee, or contract with a person, that Developer learns is an Unauthorized Alien. Developer shall execute the E-Verify Affidavit attached hereto and incorporated herein as Exhibit G. To the extent required by Indiana Code § 22-5-1.7, Developer shall require its contractor and each subcontractor to certify to Developer that, at the time of certification, the contractor or such subcontractor: (i) does not knowingly employ, or contract with, any Unauthorized Aliens; and (ii) has enrolled, and is participating, in the E-Verify Program. Developer shall maintain such certifications on file until the construction contract or the applicable subcontract expires or is terminated.

27. Steel and Foundry Products. As required by Ind. Code §5-16-8-2, the Developer shall use only steel and foundry products made in the United States in the performance of the work unless the City has determined, in writing, that the cost of steel or foundry products is considered to be unreasonable. For purposes hereof, the price of steel or foundry products of domestic origin will not be considered unreasonable if the price does not exceed the sum of the offered price of like steel or foundry products of foreign origin (including any applicable duty) plus a differential of 15% of the offered price of the steel or foundry products of foreign origin.

28. Waiver of Jury Trial. To the extent permitted by law, each of the parties hereto irrevocably waives any and all right to trial by jury in any legal proceeding arising out of or related to this Agreement or the transactions contemplated hereby.

29. Miscellaneous. Subject to Section 19 herein, this Agreement shall inure to the benefit of, and be binding upon, the Developer, the City, and their respective successors and assigns. This Agreement: (a) constitutes the entire agreement among the Developer and the City with respect to the subject matter hereof, and may be modified only by a written agreement executed by the Developer and the City; (b) shall be governed by, and construed in accordance with, the laws of the State of Indiana; and (c) may be executed in separate counterparts, each of which shall be an original, but all of which together shall constitute a single instrument. The parties further acknowledge and agree that this Agreement may be signed and/or transmitted by e-mail or a .pdf document or using electronic signature technology (e.g., via DocuSign or similar electronic signature technology) (collectively, “Electronic Methods”), and that such signed electronic record shall be valid and as effective to bind the party executing this Agreement in such manner as a paper copy bearing such party’s handwritten signature. The parties further consent and agree that: (a) to

the extent a party signs this Agreement using Electronic Methods, by clicking “SIGN”, such party is signing this Agreement electronically; and (b) signatures appearing on this Agreement using Electronic Methods shall be treated, for purposes of validity, enforceability, and admissibility, the same as handwritten signatures.

Any dispute arising out of this Agreement or out of the parties’ relationship shall be litigated in either (1) a state court of competent jurisdiction in Hamilton County, Indiana, or (2) a federal court of competent jurisdiction in the Southern District of Indiana. The invalidity, illegality, or unenforceability of any one or more of the terms and conditions of this Agreement shall not affect the validity, legality, or enforceability of the remaining terms and conditions hereof. All exhibits to this Agreement are attached hereto and incorporated herein by reference.

[Remainder of Page Intentionally Left Blank; Signature Page Follows]

IN WITNESS WHEREOF, the Developer and the City, through their authorized representatives, have executed this Agreement as of the first date written above.

BW CONSTRUCTION, LLC

By: _____

Printed: Dustin Frye

Title: President

CITY OF WESTFIELD, INDIANA

Hon. Scott Willis, Mayor

ATTEST:

Marla Ailor, Clerk Treasurer

INDEX TO EXHIBITS

Exhibit A-1	Depiction of Project Site
Exhibit A-2	Project Description
Exhibit B	Form of GMP Addendum
Exhibit C	Required Insurance Policies (Developer)
Exhibit D	Form of Completion Certificate
Exhibit E	Form of Quitclaim Deed
Exhibit F	Form of Disbursement Request
Exhibit G	E-Verify Affidavit

EXHIBIT A-1
Depiction of Project Site

Legal Description:

INSERT LEGAL DESCRIPTION

EXHIBIT A-2
Project Description

All or any portion of the costs of acquisition, construction, rehabilitation, renovation, improvement, and/or equipping of any new buildings, structures and/or real estate to be used by the City primarily to provide fire safety services and other public safety services to and from the Westfield Fire Department in the City, together with ancillary facilities and any related costs, in accordance with the Final Plans.

EXHIBIT B
Form of Addendum to Build-Operate-Transfer Agreement among
BW Construction, LLC and City of Westfield, Indiana

ADDENDUM TO BUILD-OPERATE-TRANSFER AGREEMENT
Westfield Fire Department Station #85 Project

THIS ADDENDUM (this “Addendum”), entered into as of this ____ day of _____, 2025, by and among BW Construction, LLC (the “Developer”) and the City of Westfield, Indiana (the “City”);

WITNESSETH:

WHEREAS, the Parties entered into a Build-Operate-Transfer Agreement, dated as of _____, 2025 (the “BOT Agreement”);

WHEREAS, it is provided in the BOT Agreement that there shall be endorsed thereon the Guaranteed Maximum Price, which shall represent the amount that the BOT Purchase Price (as defined in the BOT Agreement) may not exceed under the BOT Agreement; and

WHEREAS, it is further provided in the BOT Agreement that there shall be attached thereto the final Construction Schedule, Project Budget (including retainage amounts), and the final Construction Documents.

NOW, THEREFORE, IT IS HEREBY AGREED, CERTIFIED AND STIPULATED by the undersigned as follows:

- Section 1. The Guaranteed Maximum Price shall be \$_____.
- Section 2. The Substantial Completion Date is _____, 20__.
- Section 3. The final Construction Schedule is set forth in the attached Schedule I.
- Section 4. The final Project Budget (including retainage amounts) is set forth in the attached Schedule II.
- Section 5. The final Construction Documents are attached hereto as Schedule III.

IN WITNESS WHEREOF, the Developer and the City, through their authorized representatives, have executed this Addendum as of the first date written above.

BW CONSTRUCTION, LLC

By: _____

Printed: _____

Title: _____

CITY OF WESTFIELD, INDIANA

Hon. Scott Willis, Mayor

ATTEST:

Marla Ailor, Clerk Treasurer
ATTEST:

SCHEDULE I
Final Construction Schedule

SCHEDULE II
Final Project Budget (Including Retainage Amounts)

SCHEDULE III
Final Construction Documents

[Attached]

EXHIBIT C
Required Insurance Policies (Developer)

[Attached]

EXHIBIT D
Form of Completion Certificate

COMPLETION CERTIFICATE
Westfield Fire Department Station #85 Project

This Completion Certificate (Westfield Fire Department Station #85 Project) is executed this ____ day of _____, 2025, between BW Construction, LLC (the “Developer”), and the Board of Public Works and Safety of City of Westfield, Indiana (the “City”).

Recitals

WHEREAS, the Developer and the City have executed the Build-Operate-Transfer Agreement (Westfield Fire Department Station #85 Project), dated _____, 2025 (the “BOT Agreement”);

WHEREAS, pursuant to the BOT Agreement, the Developer is obligated to construct a building and related improvements on certain real estate more particularly described on Exhibit A-1 to the BOT Agreement;

WHEREAS, all capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the BOT Agreement;

WHEREAS, as contemplated by the definition of “Substantial Completion,” the City has determined in its sole reasonable discretion that the Project has been completed substantially in accordance with the Final Plans, subject to “punch-list” items identified in connection with the Final Inspection that do not materially affect the use of the Project for its intended use;

WHEREAS, the Developer and the City agree that the Substantial Completion Date has occurred, subject to such “punch-list” items; and

WHEREAS, the BOT Agreement provides that, subsequent to the Substantial Completion Date, the Developer and the City shall execute a certificate of completion.

Certificate

ACCORDINGLY, for good and valuable consideration, the receipt and sufficiency of which are acknowledged hereby, each of the Developer and the City certifies and agrees that the Substantial Completion Date occurred on _____.

[Signature Pages Follow]

IN WITNESS WHEREOF, the Developer and the City have executed this Completion Certificate as of the date set forth in the introductory paragraph hereof.

BW CONSTRUCTION, LLC

By: _____

Printed: _____

Title: _____

CITY OF WESTFIELD, INDIANA

Scott Willis, President of the Board
of Public Works

ATTEST:

Marla Ailor, Clerk Treasurer

EXHIBIT E
Form of Quitclaim Deed

QUITCLAIM DEED
Westfield Fire Department Station #85 Project

BW Construction, LLC (the “Grantor”) hereby QUITCLAIMS to the City of Westfield, for \$10.00 and other good and valuable consideration, the receipt and sufficiency of which are acknowledged hereby, all of Grantor’s right, title, and interest in and to the shell building and related improvements currently located on that certain real estate more particularly described on Schedule I attached hereto and incorporated by reference.

IN WITNESS WHEREOF, Grantor has executed this Quitclaim Deed this _____ day of _____, 2024.

BW CONSTRUCTION, LLC

By: _____

Printed: _____

Title: _____

ACKNOWLEDGMENT

STATE OF INDIANA)
) SS:
COUNTY OF _____)

Before me, a Notary Public in and for the State of Indiana, personally appeared _____, the _____ of BW Construction, LLC, who acknowledged the execution of the foregoing Quitclaim Deed (Westfield Fire Department Station #85 Project) on behalf of such entity.

WITNESS my hand and Notarial Seal this ____ day of _____, 20__.

By: _____

Printed: _____

I am a resident of _____ County, Indiana.

My commission expires _____.

This instrument was prepared by Cameron G. Starnes, Taft Stettinius & Hollister LLP. 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.

SCHEDULE I
Legal Description

[To be filled out upon completion of the Project]

EXHIBIT F
Form of Disbursement Request

Disbursement Request No. _____
Westfield Fire Department Station #85 Project

The undersigned hereby states and certifies that:

- (a) He/She is the authorized representative of BW Construction, LLC (the “Developer”) and, as such, is: (i) familiar with the facts herein certified; and (ii) authorized to make the certifications set forth herein;
- (b) Pursuant to the BOT Agreement executed by and among the Developer and the City of Westfield, Indiana (the “City”), dated _____, 2025 (the “BOT Agreement”), the undersigned hereby requests that the City disburse to the payees set forth on the attached Schedule I the amounts set forth on Schedule I for the purposes set forth on Schedule I;
- (c) The Project Costs being paid pursuant to Schedule I have not been paid previously with a disbursement;
- (d) No Event of Default by the Developer has occurred and is continuing under the BOT Agreement;
- (e) This statement constitutes the approval of the Developer of each disbursement hereby requested and authorized; and
- (f) As provided in the BOT Agreement, the City may accept and rely on the truth and accuracy of the statements set forth herein.
- (g) [City to add additional items.]

All capitalized terms used but not defined in this request shall have the meanings ascribed to such terms in the BOT Agreement.

In accordance with the provisions of the BOT Agreement, the Developer has caused this Disbursement Request to be signed on its behalf this _____ day of _____, 20__.

BW CONSTRUCTION, LLC, as Developer

By: _____

Printed: _____

Title: _____

Date: _____



[For completion by City]

Approved by:

CITY OF WESTFIELD, INDIANA

By: _____

Printed: _____

Title: _____

SCHEDULE I
Project Fund Disbursements

<u>Item</u> <u>Number</u>	<u>Payee Name and Address</u>	<u>Purpose of</u> <u>Obligation</u>	<u>Amount</u>
------------------------------	-------------------------------	--	---------------

EXHIBIT G
E-Verify Affidavit

Pursuant to Ind. Code 22-5-1.7-11, the Developer (as hereinafter defined) entering into the Build-Operate-Transfer Agreement (Westfield Fire Department Station #85 Project) dated as of _____, 2025, among BW Construction, LLC (the “Developer”) and City of Westfield, Indiana (the “City”), is required to enroll in and verify the work eligibility status of all its newly hired employees through the E-Verify Program. The Developer is not required to verify the work eligibility status of all its newly hired employees through the E-Verify Program if the E-Verify Program no longer exists.

The undersigned, on behalf of the Developer, being first duly sworn, deposes and states that the Developer does not knowingly employ and unauthorized alien. The undersigned further affirms that, prior to entering into its Agreement with the City, the undersigned Developer will enroll in and agrees to verify the work eligibility status of all its newly hired employees through the E-Verify Program.

IN WITNESS WHEREOF, the Developer has executed this E-Verify Affidavit as of the date set forth below.

BW CONSTRUCTION, LLC

By: _____

Printed: _____

Title: _____

Date: _____

ACKNOWLEDGMENT

STATE OF INDIANA)
) SS:
COUNTY OF _____)

Before me, a Notary Public in and for the State of Indiana, personally appeared _____, the _____ of BW Construction, LLC, who acknowledged the execution of the foregoing E-Verify Affidavit on behalf of such entity.

WITNESS my hand and Notarial Seal this ____ day of _____, 20__.

By: _____

Printed: _____

I am a resident of _____ County, Indiana.

My commission expires _____.

RESOLUTION 25-142

A RESOLUTION OF THE CITY OF WESTFIELD BOARD OF PUBLIC WORKS AND SAFETY DECLARING CERTAIN PERSONAL PROPERTY TO BE SURPLUS AND AUTHORIZING TRANSFER PURSUANT TO WESTFIELD POLICE DEPARTMENT GENERAL ORDER 26.1.2

WHEREAS, it has come to the attention of the Board of Public Works and Safety (“Board”) of the City of Westfield, Indiana (“City”) that certain property owned by the City is now surplus and should be transferred;

WHEREAS, Ind. Code § 5-22-22 *et seq.* authorizes the City to follow certain procedures to dispose of or transfer surplus property;

WHEREAS, Westfield Police Department (“WPD”) General Order 26.1.2(D)(9)(c) states that retired sworn WPD personnel may receive his/her primary duty weapon upon approval of the WPD Chief or his designee and Board approval;

WHEREAS, after serving the City and its citizens for 32 years, Westfield Police Department Lieutenant Brodie Houston is retiring; and

WHEREAS, in light of the foregoing, the Board hereby seeks to declare as surplus property and approve the transfer of WPD Lieutenant Brodie Houston’s primary duty weapon, as well as Lt. Brodie Houston’s Primary Back-Up Weapon due to his length of service, pursuant to the applicable statutes and WPD General Orders.

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

Section 1. The above recitals are incorporated by reference.

Section 2. The following property belongs to the City, is no longer needed and/or is unfit for the purposes for which it was intended, and is therefore declared surplus property:

Make: Heckler and Koch

Model: VP9

Serial Number: 224-376751

“Primary Duty Weapon”

Make: Smith and Wesson

Model: Shield

Serial Number: HDH8226

“Primary Back-Up Weapon”

Section 3. Both, the Primary Duty Weapon and the Primary Back-Up Weapon, have an estimated value of less than one thousand dollars (\$1,000), so the City may transfer both the Primary Duty Weapon and the Primary Back-Up Weapon without advertising, pursuant to Ind. Code § 5-22-22-6.

Section 4. In recognition of WPD Lieutenant Brodie Houston's contributions to the City and its citizens, the Board hereby approves transfer of the Primary Duty Weapon and the Primary Back-Up Weapon to WPD Lieutenant Brodie Houston pursuant to WPD General Order 26.1.2(D)(8)(c). WPD shall take all actions necessary to facilitate legal transfer of ownership of the Primary Duty Weapon and the Primary Back-Up Weapon, pursuant to Indiana law and General Orders.

Section 5. This Resolution is effective upon passage.

ADOPTED and PASSED this 23rd day of July, 2025.

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

Mayor Scott A. Willis

Chuck Lehman

Nick Barbknecht

Attest: _____
Pat Leuteritz, Public Works Admin



July 23, 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:

- Design & Build Corporation, Vision HQ Building Addition, Bond & Rider #B3291482, \$4,028.75, Erosion Control
- CPM Construction Planning & Management, Inc., Ambrose on Main, Bond #30214628, \$658,411.88, Storm Sewer
- CPM Construction Planning & Management, Inc., Ambrose on Main, Bond #30214627, \$60,005.00, Erosion Control
- CPM Construction Planning & Management, Inc., Ambrose on Main, Bond #30214629, \$50,538.40, ROW Improvements
- WW Land Development, LLC, WoodWind East, Section 1, Bond & Rider #GSA04100008, \$332,638.96, Erosion Control
- WW Land Development, LLC, WoodWind East, Section 1, Bond & Rider #GSA04100009, \$379,423.44, ROW Roadway, Paths, & Concrete
- Epcon Cielo Ranch, LLC, Courtyards of Cielo Ranch, Section 1, Bond #2367684, \$50,241.40, Trail/Path
- Epcon Cielo Ranch, LLC, Courtyards of Cielo Ranch, Section 1, Bond #2367686, \$37,065.60, Common Area Sidewalks
- Epcon Cielo Ranch, LLC, Courtyards of Cielo Ranch, Section 1, Bond #2367685, \$536,268.70, Storm Sewer
- Epcon Cielo Ranch, LLC, Courtyards of Cielo Ranch, Section 1, Bond #2367683, \$465,626.48, Road & Street Paving, Curbs
- Pulte Homes of Indiana, LLC, Kimblewick, Section 9, Bond & Rider #800198857, \$172,686.25, Erosion Control
- Pulte Homes of Indiana, LLC, Kimblewick, Section 9, Bond #800198859, \$91,821.13, ROW
- HSC Westfield, LLC, Zaxby's Restaurant, Bond #800181402, \$138,930.00, ROW, Storm, & Erosion Control

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:

- Boyle Construction Management, Inc., Outback Storage, Bond #2337072, \$180,583.70, Storm Sewer, ROW Improvements, Erosion Control, & Sidewalks
- CCD Serenade, LLC, Serenade, Bond #1164906, \$140,907.25, ROW Improvements (161st Street)
- J.C. Hart Company, Inc., Wheeler Landing Apartments, Bond #NIN2088, \$52,340.75, Erosion Control
- Chatham Hills, LLP, Chatham Village, Section 2, Bond #SU1161888, \$118,800.00, Seeding & Erosion Control
- CCD Ackerson, LLC, 171st Street Extension, Bond #101228923, \$407,833.58, Street/Curbs
- CCD Ackerson, LLC, 171st Street Extension, Bond #101228924, \$346,487.90, Storm
- CCD Ackerson, LLC, 171st Street Extension, Bond #101228925, \$13,458.94, Sidewalks
- CCD Ackerson, LLC, 171st Street Extension, Bond #101228926, \$114,029.30, Trail
- CCD Ackerson, LLC, 171st Street Extension, Bond #101228927, \$10,759.00, Erosion Control
- Panda Express, Inc., Performance Bond & Rider #107235058, \$196,270.25, Curb, Street, Sidewalk, Sewer, & Erosion Control

Maintenance Bond Acceptance

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

- Boyle Construction Management, Inc., Outback Storage, Bond & Rider #2358742, \$15,845.20, Storm Sewer, ROW Improvements, Sidewalks, & Erosion Control
- CCD Ackerson, LLC, 171st Street Extension, Bond #101228923, \$37,075.78, Street/Curbs
- CCD Ackerson, LLC, 171st Street Extension, Bond #101228924, \$31,498.90, Storm
- CCD Ackerson, LLC, 171st Street Extension, Bond #101228925, \$1,223.54, Sidewalks
- CCD Ackerson, LLC, 171st Street Extension, Bond #101228926, \$10,366.30, Trail
- CCD Ackerson, LLC, 171st Street Extension, Bond #101228927, \$978.09, Erosion Control

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:

- CCD Serenade, LLC, Serenade, Bond #LICX1211590, \$92,858.30, Street & Curb
- CCD Serenade, LLC, Serenade, Bond #LICX1211591, \$110,712.10, Storm
- CCD Serenade, LLC, Serenade, Bond #LICX1211592, \$9,380.25, Sidewalks
- CCD Serenade, LLC, Serenade, Bond #LICX1211593, \$14,248.20, Trail
- CCD Serenade, LLC, Serenade, Bond #LICX1211594, \$10,038.81, Erosion Control

Letter of Credit

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

- NONE

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
June 2025 Report**

Contact: Fire Chief

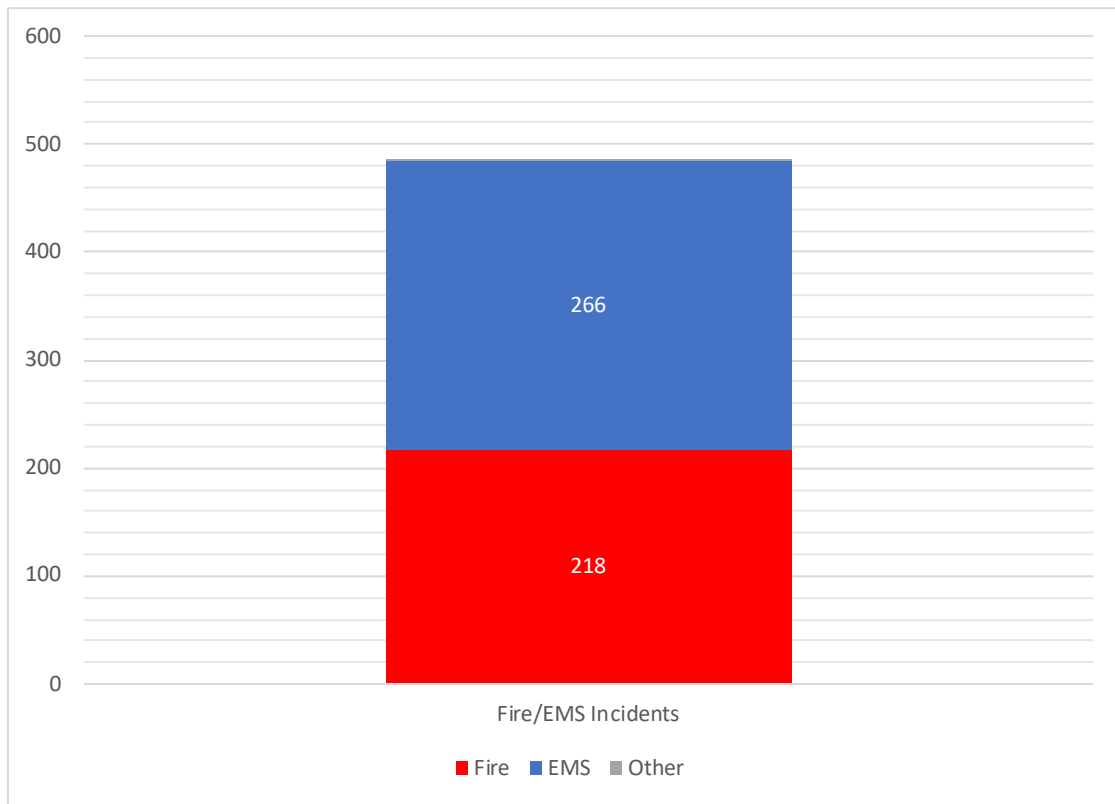
Rob Gaylor

Or Nikki Hartman

804-3304



Westfield Fire June 2025 Incident Statistics

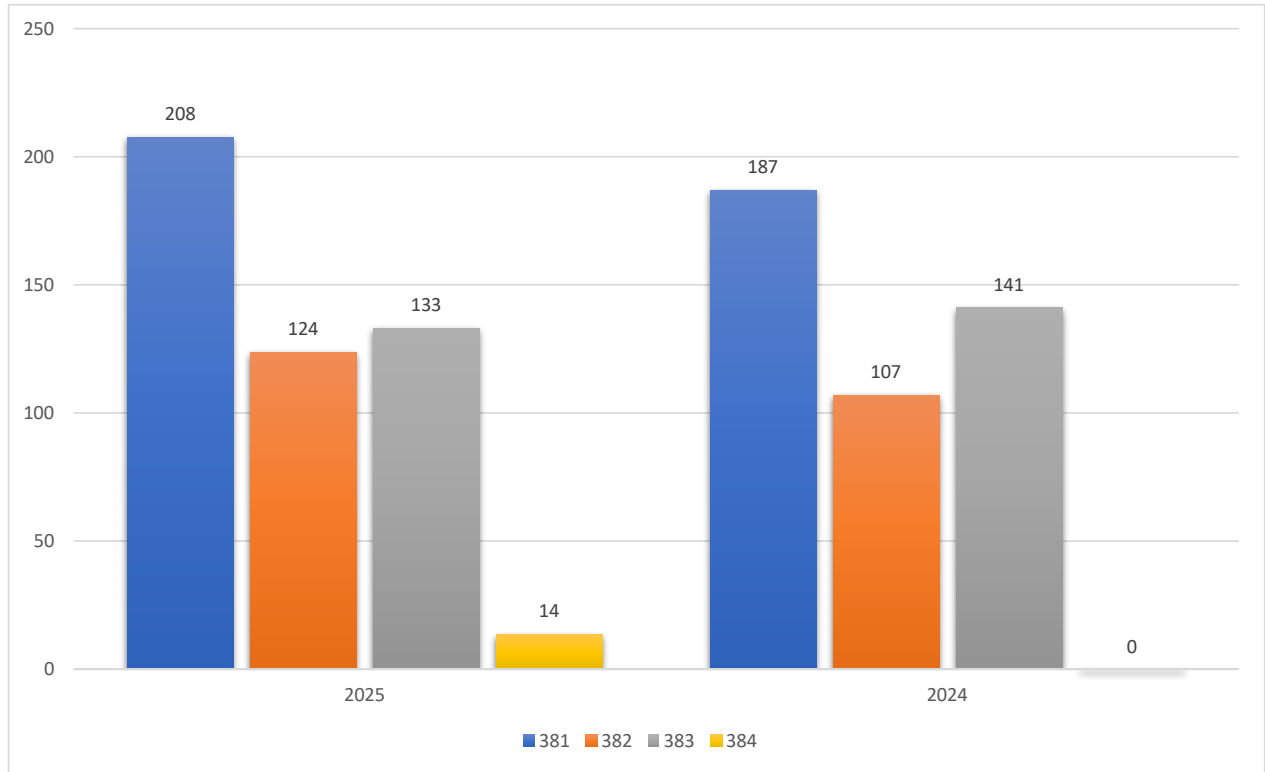


Fire/EMS Incidents		
Incident Type	Incident Counts	Percent of Total
EMS	266	55%
Fire	218	45%
Other	2	0%
Total:	486	

Average 16.76 responses per day. Average turnout time 1:07. And a total of 1105 apparatus response.



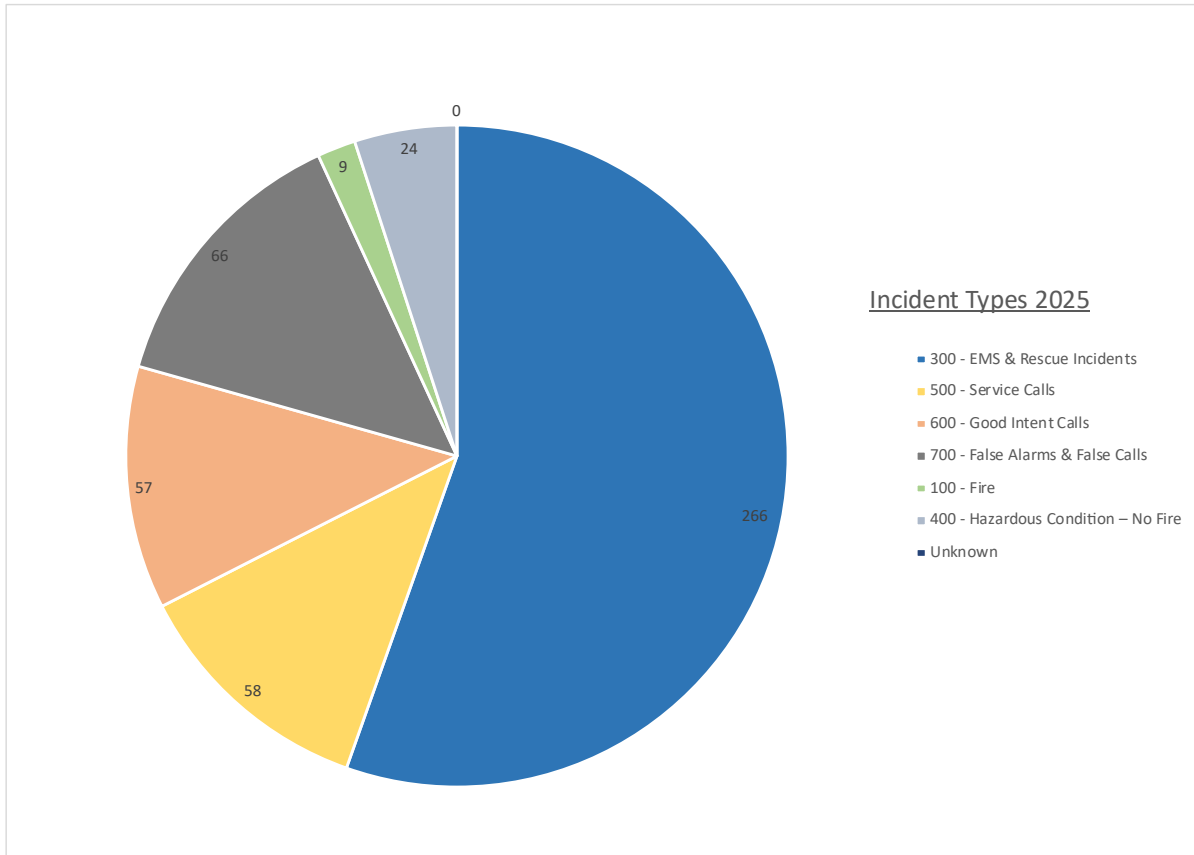
Westfield Fire June 2025 Incident Statistics



District Comparison - Month				
District	2025	2024	Difference	%
381	208	187	21	10%
382	124	107	17	14%
383	133	141	-8	-6%
384	14	0	14	100%
Unknown	5	0	5	100%
Total:	484	435	49	10.12%



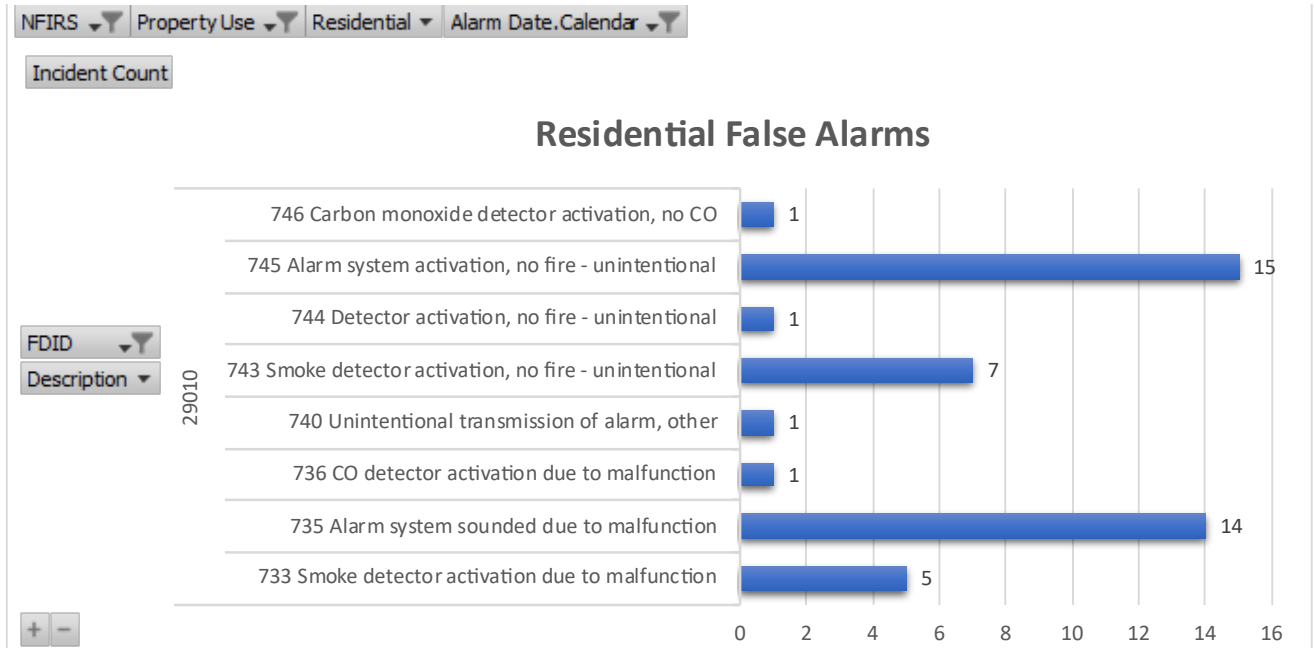
Westfield Fire June 2025 Incident Statistics



Incident Type	Count	Percent of calls
300 - EMS & Rescue Incidents	266	55%
500 - Service Calls	58	12%
600 - Good Intent Calls	57	12%
700 - False Alarms & False Calls	66	14%
100 - Fire	9	2%
400 - Hazardous Condition – No Fire	24	5%
Unknown	0	0%



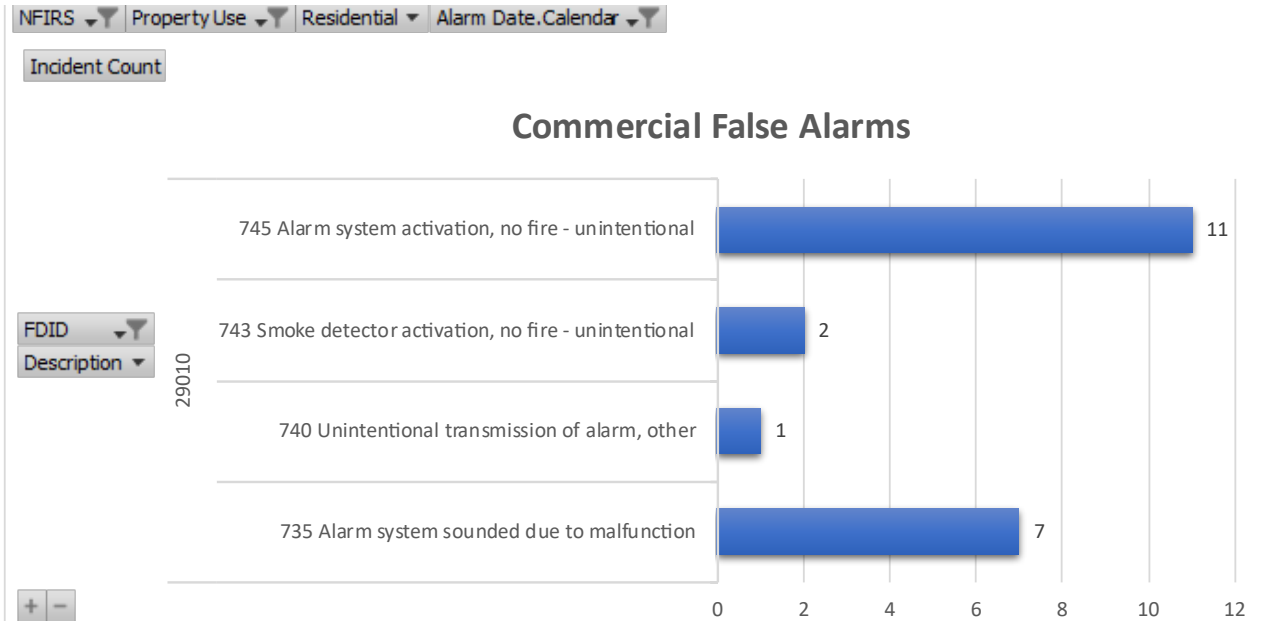
Westfield Fire June 2025 Incident Statistics



45 Residential Alarms



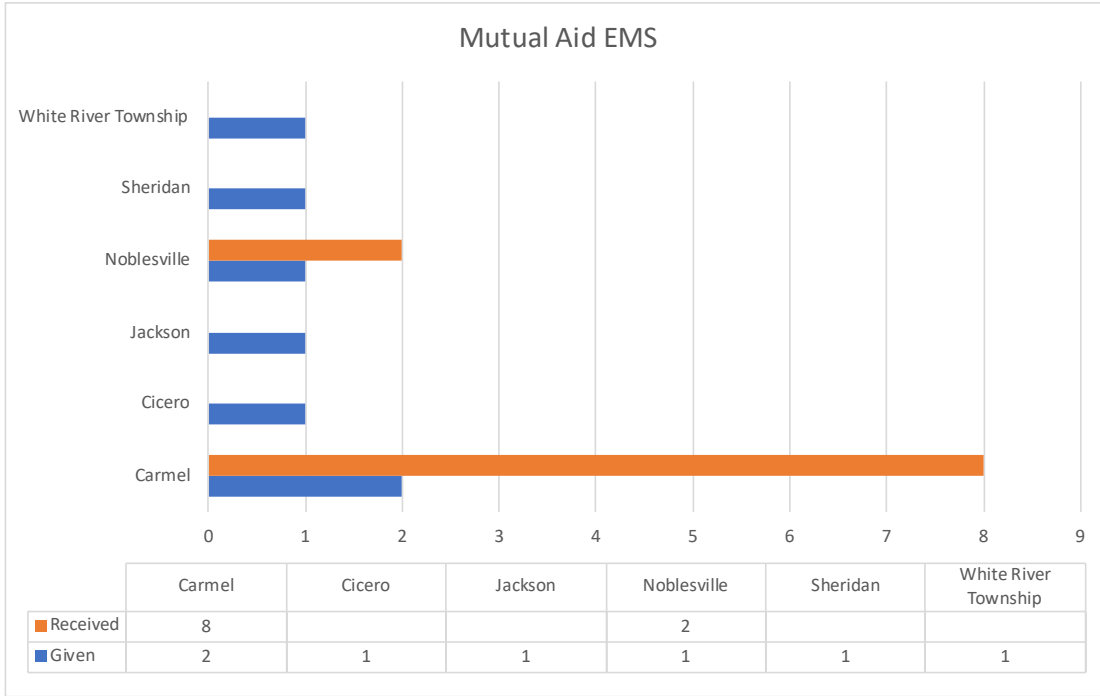
Westfield Fire June 2025 Incident Statistics



21 Commercial False Alarms

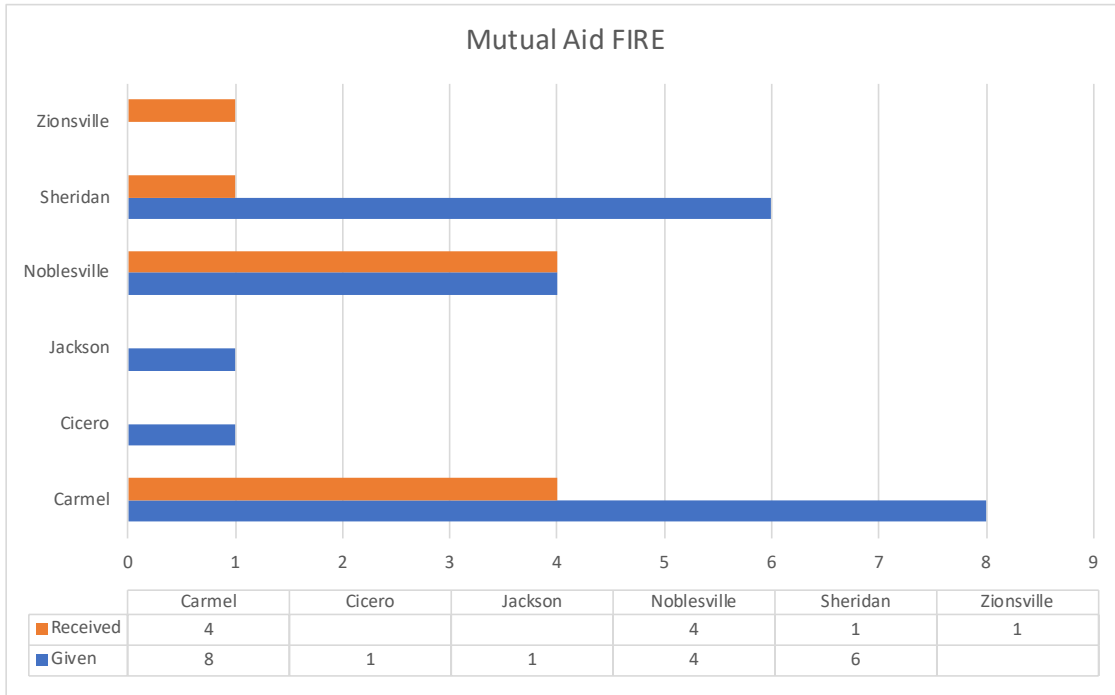


Westfield Fire June 2025 Incident Statistics



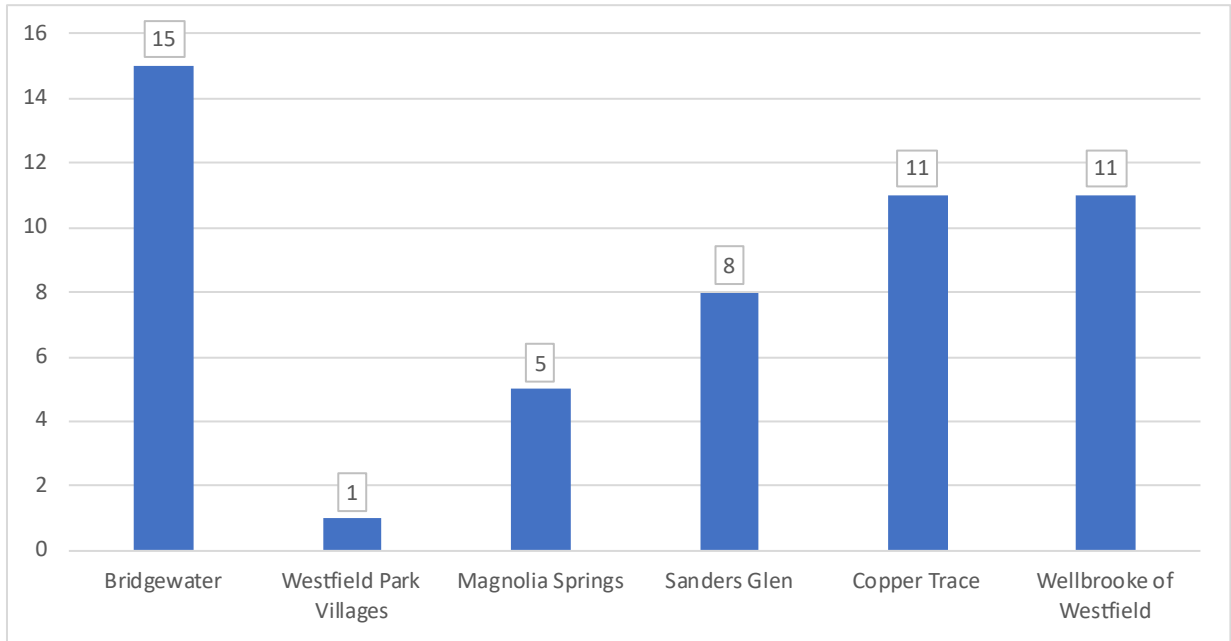


Westfield Fire June 2025 Incident Statistics

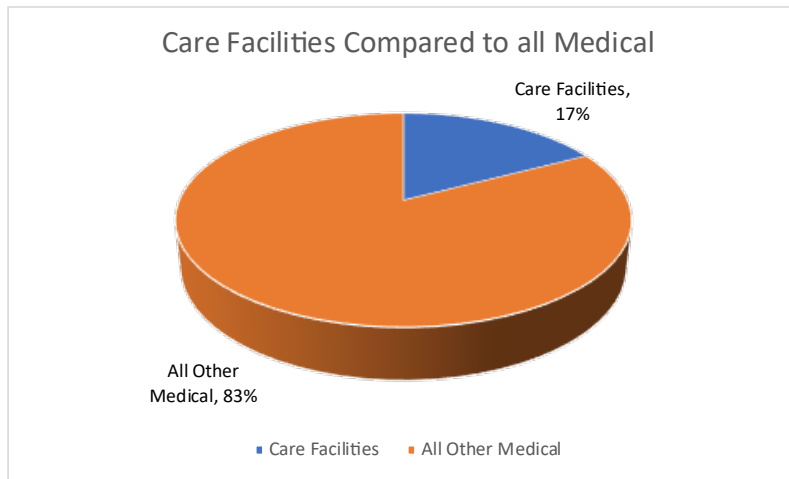




Westfield Fire June 2025 Incident Statistics



Care Facilities	Incident Totals
Bridgewater	15
Westfield Park Villages	1
Magnolia Springs	5
Sanders Glen	8
Copper Trace	11
Wellbrooke of Westfield	11
Total	51





Board of Public Works & Safety
June 2025

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Section 2- Community Events- Page 7



WESTFIELD POLICE DEPARTMENT

June 2025

Events by Nature

Incident Type	Count
911 Hang Up	24
Abandoned Vehicle	6
Abandonment	0
Abuse / Neglect	1
Accident - Hit & Run PD	10
Accident - Hit & Run PI	0
Accident - Other	0
Accident - Property Damage	81
Accident - Personal Injury	16
Accident - Sinking Vehicle	0
Accident - Unknown	11
Accelerator Stuck	0
Active Assailant	0
Alarm - Other	0
Alarm - Vehicle	2
Alarm - Burglar	109
Alarm - Hold Up	13
Animal Bite / Attack	4
Animal Complaint	69
Assist Fire	41
Assist Other Department	24
Assist Public	82
Battery	8
Bike Patrol	10
Bomb Device Found	0
Bomb Threat	0
Burglary	4
Carjacking	0
Case Follow Up	152
Child Seat Inspection	6
Civil Dispute	34
Criminal Mischief	16
Damage to Property	0
Death Investigation	2
Directed Patrol	278
Disturbance	30
Domestic	0
Driving Complaint	243
Drug Complaint	7
Drug Lab	0
Escort	0
Fail to Return Comm Corrections	0
Fight	0
Firearms Shots Fired	3
Foot Patrols	229
Found / Lost Property	17
Found Person	3

WESTFIELD POLICE DEPARTMENT

June 2025

Events by Nature

Incident Type	Count
Fraud Prescription	1
Fraud / Deception	23
Harassment	18
Intoxicated Person	6
Investigation	28
Investigative Stop	2
Juvenile Complaint	2
K9 Detail	0
Kidnapping	0
Lock Out	55
Loud Party	8
Mental Emotional - Violent	6
Mental Emotial/Suicide Attempt	0
Mental Person	5
Miscellaneous	14
Missing Person	2
Missing Person - PLS	0
New Call	1
Nuisance	15
Ordinance Misc.	30
Parking Complaint	36
Physical Disturbance	19
Product Contamination	0
Reckless Activity	2
Road Rage	8
Robbery	0
Runaway	5
School Patrol	156
Security Check	317
Sex Offense	2
Shooting	0
Solicitor	8
Special Detail	5
Stabbing	0
Suicide	0
Suspicious Activity	119
Suspicious Package	0
Suspicious Person	1
Test	1
Theft	45
Theft - From a Vehicle	7
Theft - of a Vehicle	4
Theft Shoplifter	0
Threat to Life	12
Threatening Suicide	9
Tow Release	0

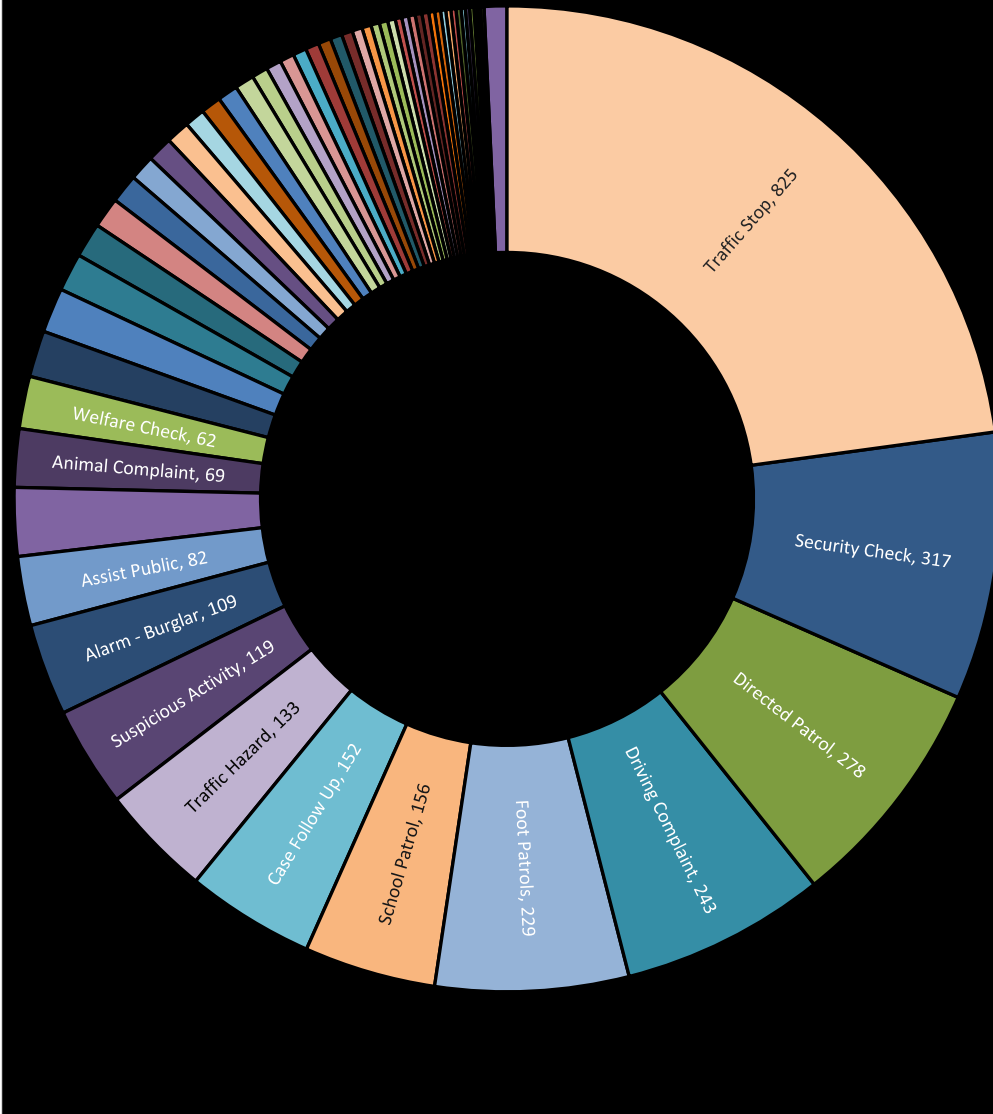
WESTFIELD POLICE DEPARTMENT

June 2025

Events by Nature

Incident Type	Count
Traffic Hazard	133
Transport	0
Trespassing	24
Traffic Stop	825
Unknown Call for Police	0
VIN Check	53
Wanted	1
Warrant Service	8
Weapons Complaint	1
Welfare Check	62
Total	3614

Monthly Events by Incident Type June 2025

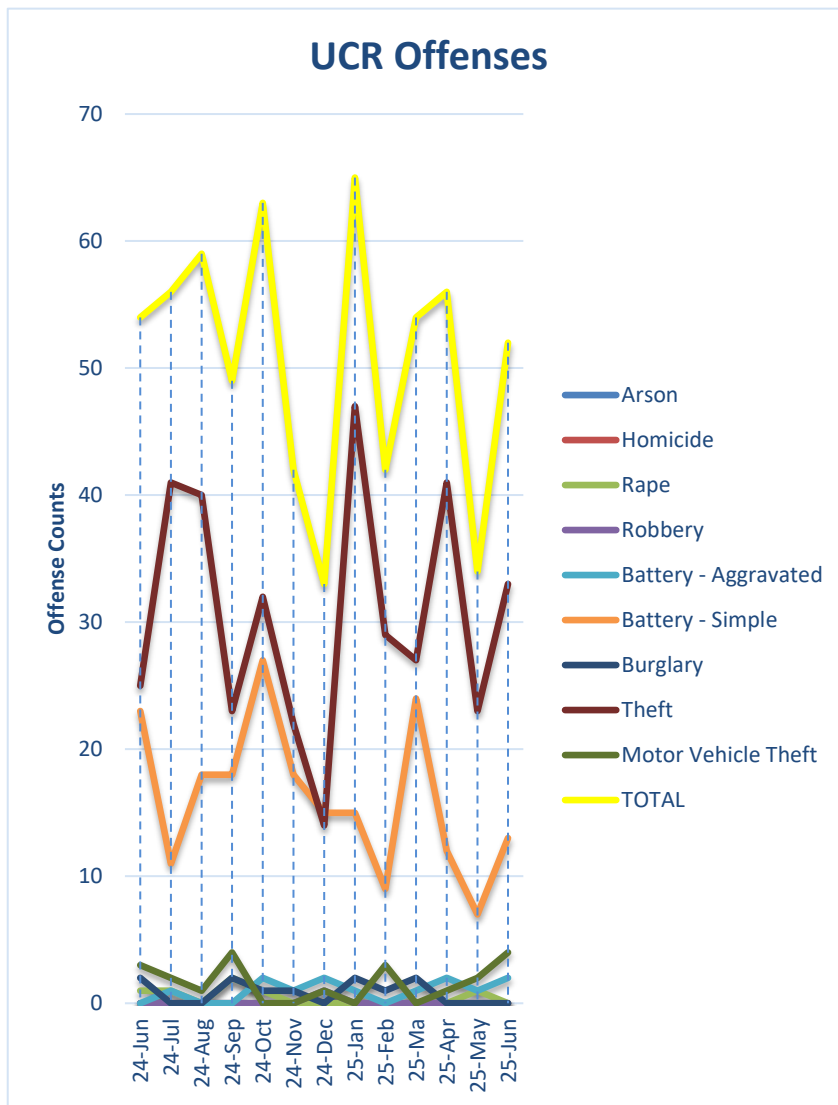


WESTFIELD POLICE DEPARTMENT

June 2025

UCR OFFENSES

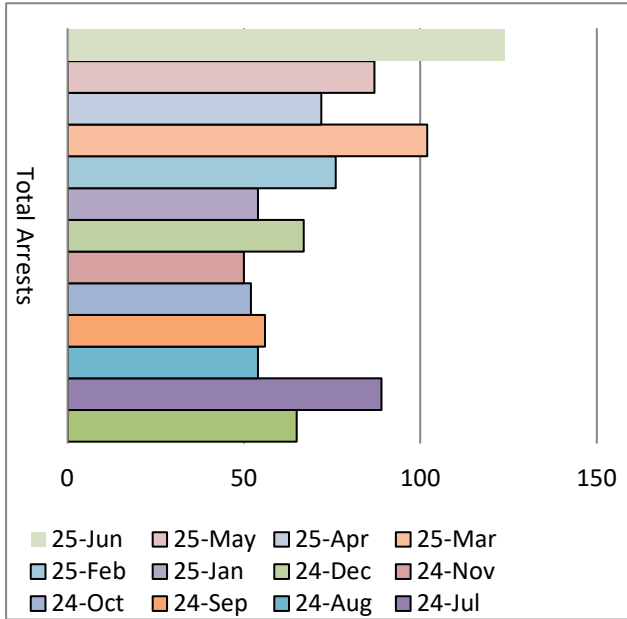
OFFENSE	24-Jun	24-Jul	24-Aug	24-Sep	24-Oct	24-Nov	24-Dec	25-Jan	25-Feb	25-Ma	25-Apr	25-Ma	25-Jun
Arson	0	0	0	0	0	0	0	0	0	0	0	0	0
Homicide	0	0	0	0	0	0	0	0	0	0	0	0	0
Rape	1	1	0	2	1	0	0	0	0	0	0	1	0
Robbery	0	0	0	0	0	0	1	0	0	0	0	0	0
Battery - Aggravated	0	1	0	0	2	1	2	1	0	1	2	1	2
Battery - Simple	23	11	18	18	27	18	15	15	9	24	12	7	13
Burglary	2	0	0	2	1	1	0	2	1	2	0	0	0
Theft	25	41	40	23	32	22	14	47	29	27	41	23	33
Motor Vehicle Theft	3	2	1	4	0	0	1	0	3	0	1	2	4
TOTAL	54	56	59	49	63	42	33	65	42	54	56	34	52



WESTFIELD POLICE DEPARTMENT

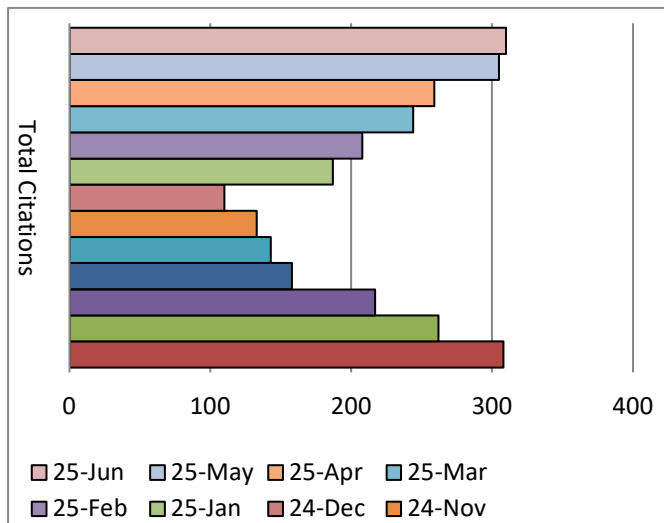
May 2025

Arrest Reports Taken	24-Jun	24-Jul	24-Aug	24-Sep	24-Oct	24-Nov	24-Dec	25-Jan	25-Feb	25-Mar	25-Apr	25-May	25-Jun
Alcohol/ Drug Related	20	21	16	15	13	13	21	8	17	17	19	22	19
Felony Charges	17	48	23	31	30	39	29	37	21	30	26	39	55
Misdemeanor Charges	70	110	66	54	64	60	70	70	89	96	74	104	130
Total Arrests	65	89	54	56	52	50	67	54	76	102	72	87	124



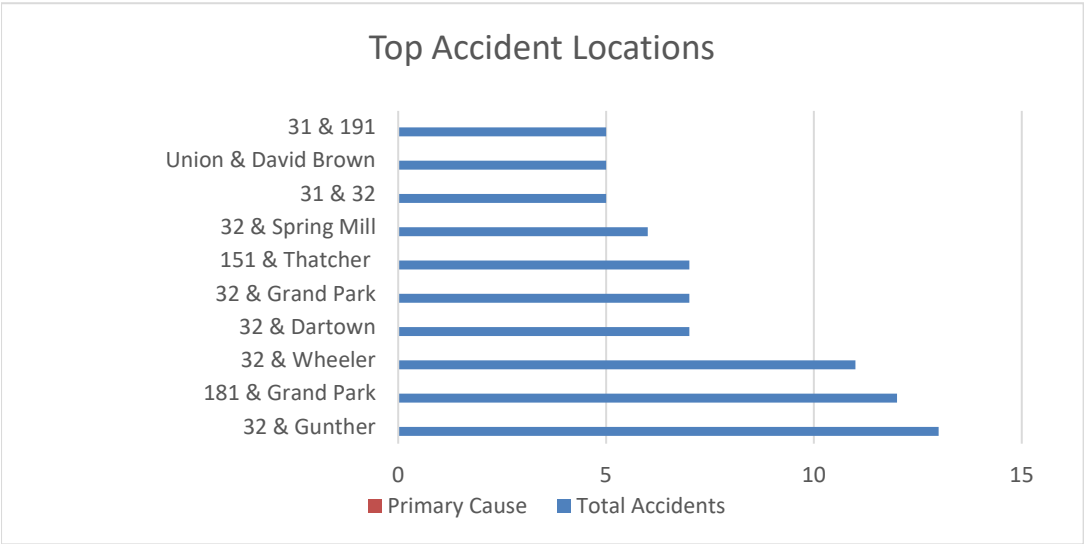
Traffic	24-Jun	24-Jul	24-Aug	24-Sep	24-Oct	24-Nov	24-Dec	25-Jan	25-Feb	25-Mar	25-Apr	25-May	25-Jun
Total Citations	308	262	217	158	143	133	110	187	208	244	259	305	310
Total Written Warning:	561	637	532	494	472	588	305	509	617	636	667	602	648
Total Traffic Accidents	69	63	56	71	70	74	93	79	62	72	81	77	66
Property Damage	60	49	50	61	64	65	83	72	55	61	67	63	57
Personal Injury	9	14	7	10	6	9	10	7	7	11	13	14	9
Fatality	0	0	0	0	0	0	0	0	0	0	1	0	0
Hit and Run*	10	15	4	6	11	6	9	9	7	5	13	10	9

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



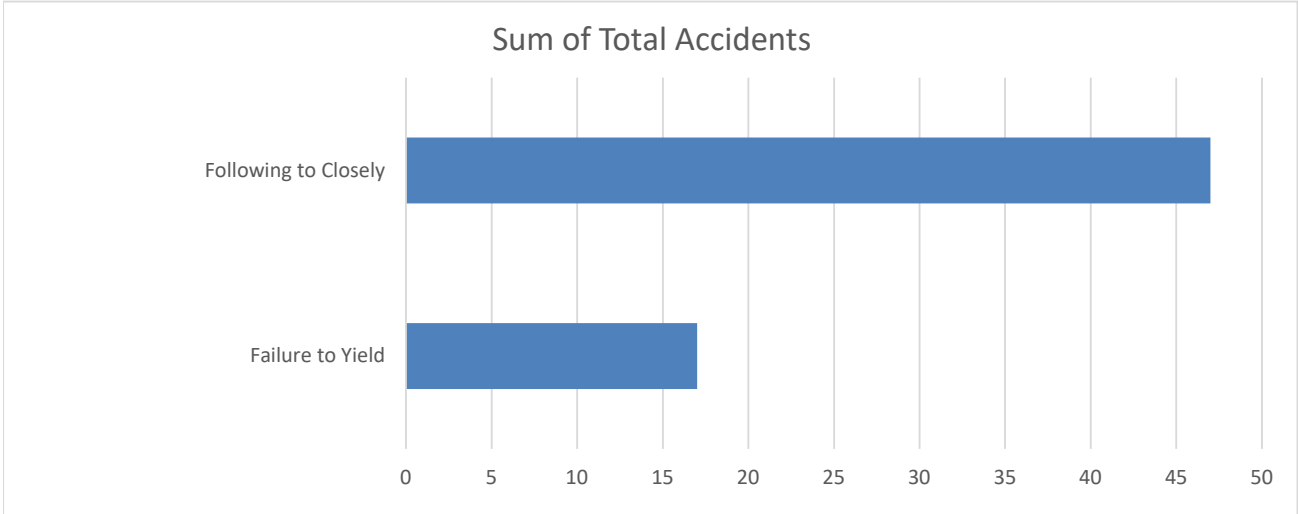
Top Accident Locations

Accident Location	Total Accidents	Primary Cause
32 & Gunther	13	Following too Closely
181 & Grand Park	12	Failure to Yield
32 & Wheeler	11	Following too Closely
32 & Dartown	7	Following too Closely
32 & Grand Park	7	Failure to Yield/Following too Closely
151 & Thatcher	7	Failure to Yield/Following too Closely
32 & Spring Mill	6	Following too Closely
31 & 32	5	Following too Closely
Union & David Brown	5	Failure to Yield
31 & 191	5	Following too Closely



Total Accidents by Primary Cause, based on Top Accident Locations

Primary Cause	Sum of Total Accidents
Failure to Yield/Following too Closely	14
Failure to Yield	17
Following to Closely	47



Community Events

6/5/25 Hero Day at Abacus Early Learning

6/7/25 Teddy Patrol at Hensley Legal

6/10/25 Hero Night at Chick-Fil-A

6/12/25 Digital Safety Lunch and Learn

6/13/25 Community Wellness Day

6/20/25 Safety Talk at Kiddie Academy & WePlay

6/21/25 Recruiting Meet and Greet

6/26/25 Hometown Heroes Market

