



**CITY OF WESTFIELD, IN**  
**Board of Public Works Meeting Agenda**

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**BOARD OR COMMISSION: Board of Public Works Meeting**

**MEETING DATE: Wednesday, September 24, 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

**OPENING OF REGULAR MEETING**

Note the presence of a quorum

**APPROVAL OF MINUTES**

**Action Item #1:**

- Approval of Minutes – August 27, 2025

**CONTRACTS/AGREEMENTS**

**Action Item #2:**

Speck Dempsey, LLC & City of Westfield – Contract for Goods & Services –Master Plan for Westfield New Planned Park – First Amendment

**Action Item #3:**

- Winterburg Developer, LLC & City of Westfield – Winterburg Resurfacing Development Agreement

**Action Item #4:**

- Approval of Neighborhood Vibrancy Grant Agreement – Bordeaux Walk

**Action Item #5:**

- Approval of Neighborhood Vibrancy Grant Agreement – Brentwood Village

**Action Item #6:**

- Approval of Neighborhood Vibrancy Grant Agreement – Bridgewater Club

**Action Item #7:**

- Approval of Neighborhood Vibrancy Grant Agreement – Gristmill Villas & Trails

**Action Item #8:**

- Approval of Neighborhood Vibrancy Grant Agreement – Keeneland Park

**Action Item #9:**

- Approval of Neighborhood Vibrancy Grant Agreement – Villages of Oak Manor

**Action Item #10:**

- Signing Authority – Signworks – 146<sup>th</sup> Street Bridge Icon Refurbishment Proposal

**Action Item #11:**

- Brandt Construction, Inc. & City of Westfield – Goods & Services Contract - 102 S. Union Rehabilitation

**Action Item #12:**

- Citizens Wastewater of Westfield, LLC & City of Westfield – Utility Easement Agreement - Dedication of Sanitary Sewer Easements to CEG for Lift Station Project

**Action Item #13:**

- Citizens Wastewater of Westfield, LLC & City of Westfield – Quit Claim Deed to CEG for Lift Station Project

**RESOLUTIONS**

**Action Item #14:**

- Resolution #25-148 - 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 – Officer Angela Martin

**CONSENT AGENDA**

- Rebar Development, Inc. & City of Westfield – Ambrose on Main – Road Impact Fee Installment Agreement
  
- September Bond Information

**DEPARTMENT REPORTS**

- Fire
  - Fire Union 4416 Comments

Police

Public Works

**ADJOURNMENT**



**OPENING OF REGULAR MEETING**

**Note the presence of a quorum**

Nick Barbknecht, Chuck Lehman, and Mayor Willis were present to form a quorum.

**APPROVAL OF MINUTES**

**Action Item #1:**

- **Approval of Minutes – July 23, 2025**

Motion to approve made by: Nick Barbknecht

Seconded by: Chuck Lehman

Vote: Yes-3; No-0. Motion carried.

**CHANGES TO AGENDA**

Item #13 and Item #14 will be tabled.

Add Item #16: WFD-Acceptance of Donation of Vehicles

**CONTRACTS/AGREEMENTS**

**Action Item #2:**

- **WSP & City of Westfield – On-Call Contract – Union Street Drainage Project**

John Nail presented. This task order, which is in the existing master services contract, is for the ROA acquisition of 9 parcels related to the Union Street, Roosevelt, and Cherry Street drainage improvement project around the Union Bible College campus. There will be significant drainage improvements and some reconstruction of roadways. WSP charges a unit rate per parcel, and is in line with previously approved acquisitions. Mr. Nail is asking for approval in the amount of \$80,120.

Motion to approve made by: Chuck Lehman

Seconded by: Nick Barbknecht

Vote: Yes-3; No-0. Motion carried.

**Action Item #3:**

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

John Rogers, Enterprise Director, gave a summary of the RFP process. There were three bids received. Waste Management was the lowest bidder with the best overall value and is being recommended to provide continued services. The administration is asking for approval to proceed with negotiating a 6-year contract with Waste Management.

Nick Barbknecht made a motion to approve, allowing the administration to negotiate a six-year contract with Waste Management.

Seconded by: Chuck Lehman

Vote: Yes-3; No-0. Motion carried.

#### **Action Item #4:**

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

Danielle Carey-Tolan presented. This is a BOT agreement for Fire Station 85, which is located at Six Points Rd. and 206th Street. This agreement is to get into a contract with BW Construction. Four bids were received and BW came in below bid at \$11,225,000 and are agreeable to making sure that 100% of the owner's contingency allowances come back to the city. Randy Zentz, the owner's representation on the project, answered Mr. Lehman's question regarding the timeframe of the project. Groundbreaking will start in late October 2025, and will take approximately 12–14 months, with a December 2026 completion date as the goal.

Motion to approve made by: Chuck Lehman

Seconded by: Nick Barbknecht

Vote: Yes-3; No-0. Motion carried.

#### **Action Item #5:**

- **Downtown Westfield Community Development Corporation & City of Westfield - (general administrative, managerial, and related services)**

Kaitlin Glazier presented. Last month, an agreement stating the city would perform the maintenance and up keep on properties owned by the DWCDC was approved. This agreement is for administrative and managerial services, such as preparing documents, attending meetings, and secretarial work and advisory services. The Economic Development and Facilities and Events departments will be providing these services. Unlike the previous agreement, this agreement has a yearly flat fee of \$12,000. There was a discussion as to why the two agreements are separate and the difference in the payment process.

Motion to approve made by: Chuck Lehman

Seconded by: Nick Barbknecht

Vote: Yes-3; No-0. Motion carried.

#### **Action Item #6:**

- **AJW Enterprises LLC & City of Westfield – Central Indiana Insulation – Right-of-Way Dedication**

Michael Pearce presented. This is for a right-of-way dedication for a parcel on the northwest corner of 169th Street and Westfield Park Rd. This pertains to their building expansion and the dedication is in accordance with our thoroughfare plan as is typical with any commercial development project.

Motion to approve made by: Chuck Lehman

Seconded by: Nick Barbknecht

Vote: Yes-3; No-0. Motion carried.

**Action Item #7:**

- **DW Farms, Inc. & City of Westfield – Partial Termination of Easement**

Michael Pearce presented. This is for a parcel along Wheeler Rd in the Grand Park area. There is a self-storage facility planned for this parcel. Currently, there is a recorded drainage easement that runs through the parcel. Buildings are planned in that location. The drainage easement was recorded via a separate instrument, so for their development process to continue the city needs to release the easement. This allows the drainage easement to be moved and a building to be constructed and to reroute the drainage through a pipe that will run down through the middle of the drive. Their development plans have been reviewed and approved.

Motion to approve made by: Chuck Lehman

Seconded by: Nick Barbknecht

Vote: Yes-3; No-0. Motion carried.

**Action Item #8:**

- **Midwest Paving & City of Westfield – Goods & Services Contract - Pedestrian Path Extension on Grassy Branch Road**

Michael Pearce presented. This is an extension of pedestrian facilities along the Grassy Knoll subdivision on Grassy Branch Rd. Extending the path will provide pedestrian connectivity from neighborhoods north of there and allow access to SR 32 and the businesses located there. Midwest Paving was the lowest bidder at \$103,612.00 and are planning on doing the project this year. This project was included in the 2025 budget and their bid came in under the budgeted amount.

Mayor Willis stated that the city is going to be doing more projects like this, but the one thing he will not do is to use eminent domain on somebody's private property to build a trail system. The mayor acknowledged there are times when you have to use eminent domain, but a trail system is not one of them.

Motion to approve made by: Mayor Willis

Seconded by: Chuck Lehman

Vote: Yes-3; No-0. Motion carried.

**Action Item #9:**

- **VS Engineering, Inc. & City of Westfield – Agreement for Engineering Services – Design Contract - RAB at the intersection of Grand Park Blvd. & John Dippel Blvd.**

John Nail presented. This is for the roundabout design for the intersection of Grand Park Blvd. and John Dippel Blvd. The west leg of the RBA will also be the entrance to the new police headquarters. VS Engineering is the designer and contract holder for the project, which totals \$285,000, which is within the range of the expected cost of the design work. When asked what the total construction price would be, Mr. Nail stated he was hopeful that it would be under \$2M.

Motion to approve made by: Chuck Lehman

Seconded by: Nick Barbknecht

Vote: Yes-3; No-0. Motion carried.

**Action Item #10:**

- **Signing Authority - Fire Station 81 – Parking Lot Expansion**

Michael Pearce presented. Fire station 81 has a parking shortage. The city engineers have been working on designing a parking lot expansion on the north side of the building that would accommodate approximately 30–40 spots. The design was sent to contractors for a quote. This is a request for signing authority to execute a contract with Calumet, who was the lowest

bidder and recently did the 181st Street and Wheeler Rd. roundabout.  
John Nail gave kudos to Michael and his team for doing the design work and saving the fire department money.

Motion to approve made by: Chuck Lehman  
Seconded by: Nick Barbknecht  
Vote: Yes-3; No-0. Motion carried.

#### **Action Item #11:**

- **Signing Authority – Construction of Trail – 161<sup>st</sup> Street Between Carey Road Oak Road**

Michael Pearce presented. This is the signing authority for a trail project that would fill in a gap between Oak Road and Carey Rd on the south side of the road. This project has been in design for approximately a year now. Bids were sent out and seven bids were received. E&V Paving was the lowest bidder, and this is asking for approval and the signing authority to execute the contract and allow them to start the work.

Motion to approve made by: Mayor Willis  
Seconded by: Chuck Lehman  
Vote: Yes-3; No-0. Motion carried.

#### **REQUEST FOR PROPOSALS**

#### **Action Item #12:**

- **Issuance of Request for Proposals for Towing & Wrecker Services – Westfield Police Department**

Eric Grimes presented. On July 1, 2025, the laws for towing and wrecker services changed. Currently, the Westfield Police Department has two companies on their list. The department feels this is a good time to submit proposals to the local wreckers in Hamilton County to add a few more companies to the rotation.  
Kaitlin Glazier spoke about how the laws have changed. In your policy or agreement, you have to state when people can pick up their vehicle, list all associated fees, and how people can get things out of their vehicles. There are additional changes that increase transparency and protect people who get their vehicles towed. Once vendors are selected, the city will revamp the current policy and agreement. This is for approval to issue the RFP, then the police department would come back to this board with their recommendation. The board would select the vendors and work with the police department and the legal team to update the policy and agreements. Mayor Willis asked that the towing of golf carts as well as cars be covered in the agreements. Assistant Chief Grimes stated it was anticipated that they would tow whatever needed to be towed.

Motion to approve made by: Nick Barbknecht  
Seconded by: Chuck Lehman  
Vote: Yes-3; No-0. Motion carried.

#### **RESOLUTIONS**

#### **Action Item #13:**

- **Resolution #25-148 - 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**

This item was removed.

**Action Item #14:**

- **Resolution #25-150 - 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**

This item was removed.

**VOTE**

**Action Item #15:**

- **Proposed Purdue Pharma Bankruptcy Plan**

Kaitlin Glazier presented. This is regarding various opioid litigation against different defendants throughout the state (s). This action item regards Purdue Pharma, the bankruptcy and the Sackler family settlements. This is expected to generate about \$8 M in abatement funding, but we do not know the amounts for our city at this time. Generally, in Indiana there is no need to act on these settlements, but outside counsel has advised all Indiana cities and towns to vote yes to this and execute a settlement agreement to receive any funds.

Motion to approve made by: Chuck Lehman  
Seconded by: Mayor Willis  
Vote: Yes-3; No-0. Motion carried.

**OTHER ITEMS OF BUSINESS**

**Action Item #16: WFD Acceptance of Donation of Vehicles**

Assistant Chief Roberts presented. This is to accept the donation of vehicles to the Fire Department. Subaru will be donating four cars that have no value to the fire department for training purposes.

Motion to approve made by: Nick Barbknecht  
Seconded by: Chuck Lehman  
Vote: Yes-3;No-0. Motion carried.

**CONSENT AGENDA**

Motion to approve made by: Nick Barbknecht  
Seconded by: Mayor Willis  
Vote: Yes-3; No-0. Motion carried.

- **WPD Vehicle Disposals**

- **August Bond Information**

**DEPARTMENT REPORTS**

**Fire**

Assistant Chief Roberts gave the fire report.

**Police**

Assistant Police Chief Eric Grimes gave the report.

**Public Works**

John Nail gave the Public Works report.

**ADJOURNMENT**

Chuck Lehman announced that on 9/11 there would be an Appreciation Day Celebration for First Responders from 11-7:30 in the John Kirk Furniture parking lot.

Mayor Willis made the motion to adjourn.

Meeting adjourned at 1:45 PM

\_\_\_\_\_  
Deputy Clerk

\_\_\_\_\_  
President/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>

## FIRST AMENDMENT TO CONTRACT FOR GOODS AND/OR SERVICES

This First Amendment to Contract for Goods and Services (“Amendment”) is effective as of the \_\_\_\_\_ day of September, 2025, by and between **City of Westfield, Indiana** (“Contracting Party”), and **Speck Dempsey LLC** (“Vendor”).

**WHEREAS**, Contracting Party and Vendor entered into a Contract for Goods and/or Services (“Agreement”) on March 29, 2024;

**WHEREAS**, per Paragraph 23 of the Agreement, the Agreement may be amended by a written instrument signed by both Contracting Party and Vendor; and

**WHEREAS**, Contracting Party and Vendor desire to execute this Amendment and amend the Agreement as described herein.

**NOW, THEREFORE**, in consideration of the foregoing premises, the respective agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto agree as follows:

1. **Amendment**. Exhibit “B” to the Agreement is hereby amended to include the terms attached hereto as Exhibit “1”.

2. **Continuing Effect**. 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. **Counterparts**. 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.

CITY OF WESTFIELD

\_\_\_\_\_

Jenell Fairman  
Director of Economic Development

\_\_\_\_\_

Date

SPECK DEMPSEY LLC

*Chris A. Dempsey*  
\_\_\_\_\_

8/25/2025  
\_\_\_\_\_

Date

Chris Dempsey, Partner  
\_\_\_\_\_

**EXHIBIT 1**

August 22, 2025

Jenell Fairman  
City of Westfield, Indiana  
*via email*

Dear Jenell and Colleagues:

Thank you for your request to have the Speck Dempsey team further assist the City of Westfield with planning and development review at Newby / Simon Moon Park and the creation of some detailed renderings of the final plan, developed in conjunction with you and your team over the past year.

We will work with our preferred subconsultant to deliver a minimum of four (4) renderings of the plan. We will pass along the cost of these renderings without markup. However, we will account for our time in managing/directing the subconsultant as he creates the renderings, seeks our feedback on his work, etc.

As and when requested by you, we will also review development plans to provide feedback and comments.

We will bill at the hourly rates stated below, which are the standard public sector rates for our firm.

We propose a maximum contract value of \$25,000, including the pass-through cost of the renderings, our management of the renderer, and development review. We will provide appropriate notification if and when we are nearing that total amount.

**Speck Dempsey**

	<b>Hourly (\$)</b>
	<i>Public</i>
<b>Jeff Speck</b>	<b>450</b>
<b>Chris Dempsey</b>	<b>300</b>
<b>Partner / Principal</b>	<b>300</b>
<b>Senior Planner / Designer</b>	<b>250</b>
<b>Micromobility Planner</b>	<b>300</b>
<b>Planner / Designer</b>	<b>200</b>
<b>Jacobs Fellow</b>	<b>175</b>
<b>Associate Planner / Designer</b>	<b>175</b>

Please do not hesitate to get in touch with any questions. We hope to have the chance to extend our work with you on this important project.

Sincerely yours,

A handwritten signature in black ink that reads "Christopher A. Dempsey". The signature is written in a cursive style with a long, sweeping flourish at the end.

Chris Dempsey

Partner

Speck Dempsey LLC

**CONTRACT FOR GOODS AND/OR SERVICES**

This Contract for Goods and/or Services (“Contract”) is made and entered into as of the \_\_\_\_\_ day of March, 2024, by and between the City of Westfield, Indiana (“Contracting Party” or “City”) and Speck Dempsey (“Vendor”).

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Contracting Party and Vendor, intending to be legally bound, hereby agree as follows:

A. **Basic Terms.** This Contract is on the following basic terms and conditions:

- (a) Goods and/or services provided by Vendor: See Exhibit “B”, attached hereto and made a part hereof (Scope of Services and Product).
- (b) Location: See Exhibit “B”, attached hereto and made a part hereof (Study Area).
- (c) Date by which the Services shall be completed: See Exhibit “B”, attached hereto and made a part hereof (Schedule)
- (d) Purchase Price: See Exhibit “B”, attached hereto and made a part hereof (Fee). Invoices are payable within forty-five (45) days following Contracting Party’s receipt of an invoice at the address specified below. Invoices are payable within 10 days if Vendor accepts MasterCard.
- (e) Addresses:

If to Contracting Party (other than Invoices):	Invoice Address:
City of Westfield, Indiana Attn: Director of Economic Development 2728 East 171 <sup>st</sup> Street Westfield, Indiana 46074	ap@westfield.in.gov or City of Westfield Attn: Accounts Payable 130 Penn Street Westfield, Indiana 46074

If to Vendor:

Speck Dempsey  
Attn: Jeff Speck  
247 Walnut Street #1  
Brookline, MA 02445

B. **Contract Terms and Conditions.** This Contract is subject to the Contract Terms and Conditions set forth in paragraphs 1-29 attached hereto and made a part hereof, and Exhibits “A” and “B”. The Parties stipulate that this Contract supersedes any and all other contracts, agreements or understandings between the Parties related to the subject matter herein.

C. **Amendment.** No alteration, addition, deletion, or modification of this Contract shall be valid or binding unless made in accordance with the provisions of paragraph 23 hereof.

## **CONTRACT TERMS AND CONDITIONS**

1. **ACKNOWLEDGMENT, ACCEPTANCE:** Vendor has read and understands this Contract, and agrees that Vendor’s written acceptance or commencement of any work or service under this Contract shall constitute Vendor’s acceptance of these terms and conditions.

2. **PERFORMANCE:** Vendor hereby agrees to provide all products, goods and services necessary to perform the requirements of this Contract and to execute its responsibilities hereunder by following and applying at all times the highest professional and technical guidelines and standards. Contracting Party reserves the right at any time to direct changes, or cause Vendor to make changes in the goods and services or to otherwise change the scope of the work covered by this Contract with a signed Change Order, and Vendor agrees to make such changes promptly. Any difference in price or time for performance resulting from such changes shall be equitably adjusted by Contracting Party after receipt of documentation in such form and detail as Contracting Party may require.

3. **WARRANTIES:** Vendor expressly warrants that all goods and services covered by this Contract will conform to the specifications, drawings, samples, instructions, directions or descriptions furnished to or by Contracting Party, and will be performed in a timely manner, in a good and workmanlike manner and free from defect. In addition, Vendor acknowledges that Vendor knows of Contracting Party’s intended use and expressly warrants that all goods and services covered by this Contract have been selected, provided or performed by Vendor based upon Contracting Party’s stated use, and will be fit and sufficient for the particular purposes intended by Contracting Party.

4. **TIME AND PERFORMANCE:** The work and services under this Contract shall be completed no later than the Completion Date (see Exhibit “B”). If requested by Contracting Party, Vendor shall submit for Contracting Party’s approval a detailed schedule for the performance of the work and services which shall include allowances for periods of time required for Contracting Party’s review and approval of submission by Vendor. Time limits established by this detailed schedule shall be consistent with the Completion Date. Time is of the essence of this Contract.

5. **PRICE TERMS:** All of the prices, terms and warranties granted by Vendor herein are at least as favorable to Contracting Party as those offered by Vendor to other customers purchasing similar goods and services under the same material term and conditions. Vendor agrees that it will pass on to Contracting Party any discounts or savings for prompt payments or rebates for quantity purchasing it receives.

6. **DISCLOSURE, WARNINGS AND INSTRUCTIONS:** If requested by Contracting Party, Vendor shall furnish promptly to Contracting Party, in such form and detail as Contracting Party may direct, a list of all ingredients or components in the goods purchased hereunder, including the quality or concentration thereof and any other information relating thereto. Prior to and with the delivery of the goods purchased hereunder, Vendor agrees to furnish to Contracting Party sufficient warning and notice in writing (including appropriate labels on goods, containers and packing) of any hazardous material which is an ingredient or a part of any of the goods, together with such special handling instructions as may be necessary to advise the City of how to exercise that measure of care and precaution which will best prevent bodily injury or property damage in respect of such goods. Vendor shall maintain at the job site all Material Safety Data Sheets (MSDS) for all products used on the job site. Such MSDS sheets shall be available for inspection upon request.

7. **FORCE MAJEURE:** Any delay or failure of either party to perform its obligations hereunder shall be excused if, and to the extent that it is caused by an event or occurrence beyond the reasonable control of the party and without its fault or negligence, such as, by way of example and not by way of limitation, acts of God, actions by any governmental authority (whether valid or invalid), fires, floods, windstorms, explosions, riots, natural disasters, wars, sabotage, labor problems (including lockouts, strikes and slowdowns), inability to obtain power, or court injunction; provided that written notice of such delay (including the anticipated duration of the delay) shall be given by the affected party to the other party within ten (10) days after discovery of the cause of such delay. During the period of such delay or failure to perform by Vendor, Contracting Party, at its option, may purchase goods or services from other sources and reduce its schedules to Vendor by such quantities, without liability to Vendor, or have Vendor provide the goods from other sources in quantities and at times requested by Contracting Party at the price set forth in this Contract.

8. **LIENS:** Vendor shall not cause or permit the filing of any lien. In the event any such lien is filed and Vendor fails to remove such lien of record within thirty (30) days after the filing thereof, by payment or bonding, Contracting Party shall have the right to pay such lien or obtain such bond, all at Vendor's sole cost and expense. Vendor shall indemnify and hold harmless Contracting Party from and against any and all liability, loss, claims, costs and expenses, including attorneys' fees, incurred by Contracting Party in connection with any such lien.

9. **DEFAULT:** In the event Vendor commits any of the following (each, a "Default"): (a) repudiates or breaches any of the terms of this Contract, including, without limitation, Vendor's warranties; (b) fails to perform services or deliver goods as specified by Contracting Party; (c) fails to make progress so as to endanger timely and proper completion of services or delivery of goods, and does not correct such failure or breach within ten (10) days (or such shorter period of time if commercially reasonable under the circumstances) after receipt of written notice from Contracting Party specifying such failure or breach; or (d) becomes insolvent, files, or has filed against it, a petition in bankruptcy, for receivership or other insolvency proceeding, makes a general assignment for the benefit of creditors or (if Vendor is a partnership or corporation) dissolves, Contracting Party shall have the right (1) to terminate all or any part of this Contract, without liability to Vendor; (2) to perform or obtain, upon such terms and in such manner as it deems appropriate in its sole discretion, the goods and services which

were to be provided by Vendor and Vendor shall be liable to Contracting Party for any excess costs of Contracting Party in performing or obtaining such similar goods and services; and (3) to exercise any other right or remedy available to Contracting Party at law or in equity.

10. **LIMITATION OF CONTRACTING PARTY’S LIABILITY:** Vendor agrees that Vendor shall look solely to Contracting Party’s interest in and to the City property, including, without limitation, any management fee, if applicable, subject to prior rights of any mortgagee or ground lessee of the City property, for collection of any judgment (or other judicial process) requiring payment of money by Contracting Party in the event of default or breach by Contracting Party of any of the covenants, terms or conditions of this Contract to be observed or performed by Contracting Party, and that no other assets of Contracting Party shall be subject to levy, execution or other process for satisfaction of Vendor’s remedies.

11. **REQUIRED INSURANCE AND INDEMNIFICATION:**

- (a) Vendor shall purchase and maintain the following insurance, with the following limits, in connection with any claims that may arise out of or result from Vendor’s operations, whether performed by Vendor or anyone for whose acts Vendor may be liable:

<p><b>Commercial General Liability</b>, including Personal Injury, Premises Operations, Completed Operations and Products coverages (for a minimum period of two (2) years after substantial completion), including (1) explosion, collapse or underground property damage hazards, and (2) damages or injury arising from defective work, including costs to repair or replace damaged work. (The Commercial General Liability Insurance may be arranged under a single policy for the full limits required or by a combination of underlying policies with the balance provided by an Excess or Umbrella Liability Policy).</p>	<p>\$1,000,000 Per Occurrence and \$2,000,000 General Aggregate.</p>
<p><b>Professional Liability</b></p>	<p>\$1,000,000 Per Occurrence and \$2,000,000 General Aggregate</p>

<p><b>Commercial Automobile Liability,</b> including Owned, Non-Owned and Hired Car coverages.</p>	<p>\$1,000,000 Combined Single Limit for Bodily Injury and Property Damage.</p>
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- (b) The insurance shall be procured from companies licensed to do business in the state in the state of Indiana. Except as otherwise expressly set forth herein, coverage shall be on an occurrence basis. All insurance procured or maintained by Vendor shall be primary. Any insurance maintained by Contracting Party shall be considered excess and non-contributory. Vendor shall permit Contracting Party to examine the actual policies upon request.
- (c) A Certificate of Insurance acceptable to Contracting Party shall be submitted to Contracting Party prior to commencement of any work hereunder, including, without limitation, a certificate issued by the Industrial Board or other appropriate agency in the state where the City property is located showing that the Worker's Compensation and other employee benefit insurance is in full force and effect. Each insurer shall possess an A.M. Best's rating of no less than A-VIII as of inception of this Contract. The Certificate of Insurance shall contain a provision that coverage shall not be canceled unless at least thirty (30) days' prior written notice has been given to Contracting Party. The Certificate of Insurance shall name the City of Westfield as an additional insured. The additional insured endorsement shall state that coverage is afforded the additional insured as primary and non-contributory. In addition, each Certificate of Insurance shall provide that the Certificate Holder is the Contracting Party. . Vendor shall not have earned any fees nor be due any payments hereunder unless and until such Certificate of Insurance is received by Contracting Party.
- (d) Vendor shall indemnify, defend and hold harmless Contracting Party, and its employees, officers, officials, representatives, and attorneys, from and against any and all liability, claim, damage, loss, suit or expense (including, without limitation, court costs and reasonable attorneys' fees) resulting or arising from any negligent act, error, or omission of Vendor, its agents, representatives, employees or subcontractors, but not to the extent arising directly out of the negligence of Contracting Party. This subparagraph (d) shall survive the expiration or termination of this Contract.
- (e) Without limiting anything set forth in this paragraph 11, the following additional insurance coverage limits are required for survey, right-of-way

services, the design; including site planning, and MEP services: \$2,000,000 per claim professional liability, with retroactive coverage to the earlier of date of execution of Contract and commencement of any work.

- (f) If Vendor fails to maintain the insurance as set forth herein, Contracting Party may terminate this Contract immediately or, at the option of Contracting Party, Contracting Party may obtain insurance on the Vendor's behalf and offset the cost of insurance against any payments due Vendor.

12. **SAFETY**: Vendor shall fully observe any and all known federal, state and local safety performance standards and all additional applicable laws, ordinances, rules, regulations and orders of public authorities having jurisdiction over the work area. Without limiting the foregoing, Vendor shall also comply with Contracting Party's Rules of Conduct, a copy of which is attached hereto as Exhibit A and made a part hereof. Compliance with such standards, laws, ordinances, rules, regulations and orders shall be at the sole cost of Vendor. Violations can and/or will result in immediate corrective action being taken, including, without limitation, termination of this Contract. If this Contract is terminated pursuant to this paragraph 12, Contracting Party shall not be required to make any further payments to Vendor except for conforming goods and services rendered prior to such termination. A safety representative employed by Contracting Party or an insurer may, from time to time, conduct safety inspections and submit safety findings. Vendor shall, at its expense, implement any abatement procedures recommended by such safety representative or insurer.

13. **SETOFF**: In addition to any right of setoff provided by law, all amounts due Vendor shall be considered net of indebtedness of Vendor to Contracting Party, and Contracting Party may deduct any amounts due or to become due from Vendor to Contracting Party and its affiliates and subsidiaries from any sums due or to become due from Contracting Party to Vendor.

14. **ADVERTISING, PUBLICITY AND PUBLIC RELATIONS**: Vendor shall not, without first obtaining the express written consent of Contracting Party, in any manner advertise or publish the fact that Vendor has contracted to furnish Contracting Party the goods or services herein contracted, or use any trademarks or tradenames of the City's advertising, promotional materials or web sites. In the event of Vendor's breach of this provision, Contracting Party shall have the right to terminate the undelivered portion of any goods or services covered by this Contract and shall not be required to make further payments except for conforming goods delivered or services rendered prior to cancellation.

15. **GOVERNMENT COMPLIANCE**: Vendor agrees to comply with all present and future federal, state and local laws, orders, rules, regulations, codes and ordinances which may be applicable to Vendor's performance of its obligations under this Contract, and all provisions required thereby to be included herein, are hereby incorporated by reference. Vendor agrees to indemnify and hold harmless Contracting Party from and against any loss, damage, liability, cost or expense (including, without limitation, reasonable attorneys' fees) resulting from any violation of such laws, orders, rules, regulations, codes or ordinances.

16. **NO IMPLIED WAIVER:** The failure of either party at any time to require performance by the other party of any provision of this Contract shall in no way affect the right to require such performance by any time thereafter, nor shall the waiver of either party of a breach of any provision of this Contract constitute a waiver of any succeeding breach of the same or any other provision.

17. **NON-ASSIGNMENT:** Vendor shall not assign or pledge this Contract whether as collateral for a loan or otherwise and shall not delegate its obligations under this Contract without Contracting Party's express written consent.

18. **RELATIONSHIP OF PARTIES:** Vendor and Contracting Party are independent contracting parties and not agents, employees, partners, joint ventures or associates of one another, and nothing in this Contract shall make either party the agent or legal representative of the other for any purpose whatsoever, nor does it grant either party any authority to assume or to create any obligation on behalf of or in the name of the other. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever. Vendor shall pay all wages and appropriate expenses of its employees, including, without limitation, all federal, state and local taxes, social security taxes and other employment or personnel taxes or assessments. Contracting Party shall not be liable for any injury (including death) to any persons, or any damages to any property incurred in connection with the performance of this Contract.

19. **GOVERNING LAW:** This Contract is to 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 Contract or Vendor's provisions of the goods or services contemplated hereunder.

20. **SEVERABILITY:** If any term of this Contract is invalid or unenforceable under any statute, regulation, ordinance, or other rule of law, such term shall be deemed reformed or deleted, but only to the extent necessary to comply with such statute, regulation, ordinance, contract or rule, and the remaining provisions of this Contract shall remain in full force and effect.

21. **NOTICE:** Any notice provided for in this Contract will be sufficient if given by certified mail return receipt requested, or by reputable overnight courier service, to the party to be notified at the address specified in the Contract. If sent by overnight courier, the notice shall be deemed to have been given one (1) day after sending. If mailed, the notice shall be deemed to have been given on the date that is three (3) business days following mailing. Either party may change its address by giving written notice thereof to the other party.

22. **TERMINATION:** Contracting Party may terminate this Contract (a) immediately, in the event of a Default by Vendor, or (b) at any time without cause upon seven (7) days' prior written notice to Vendor. In the event of such termination, Vendor shall be entitled to receive only payment for conforming goods delivered as of the date of termination and compensation for services which have been accrued pro rata as of the date of termination, after deduction of all of Contracting Party's costs and expenses, including, without limitation, attorneys' fees, incurred in connection with any Default by Vendor.

23. **ENTIRE AGREEMENT:** This Contract, together with any attachments, exhibits, or supplements, specifically referenced in this Contract, constitutes the entire agreement between Vendor and Contracting Party with respect to the matters contained herein and supersedes all prior oral or written representations and agreements. This Contract may only be modified by a written instrument executed by both parties. Each signatory that executes this Agreement on behalf of the Contracting Party stipulates that they have executed this Agreement with the proper authority duly granted to bind that respective Contracting Party.

24. **OFAC COMPLIANCE:** The Office of Foreign Assets Control (OFAC) prohibits US persons from entering into transactions with individuals, groups, and entities, such as terrorists, narcotics traffickers and those engage in activities related to the proliferation of weapons of mass destruction, collectively referred to as Specially Designated Nationals (“SDN”). If the name of Vendor or any individual in a management position with Vendor is discovered on the SND list, published by OFAC, such discovery shall constitute a material breach of this Contract. Contracting Party shall promptly notify Vendor, which shall have three (3) days in which to provide to Contracting Party clear and convincing evidence that (a) neither Vendor nor any individual in a management position with Vendor is an SND, (b) the transaction is authorized by OFAC or (c) a statutory exemption exists that permits Contracting Party to do business with Vendor. Should Vendor fail to do so, then Contracting Party shall terminate this Contract for cause without further notice or grace period.

25. **IRCA COMPLIANCE:** Pursuant to Ind. Code § 22-5-1.7-11, Vendor, by entering into this Contract with the Contracting Party, is required to enroll in and verify the work eligibility status of all of its newly hired employees through the E-Verify program. Vendor 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. By executing this Contract, Vendor affirms that it does not knowingly employ an unauthorized alien. The Vendor shall comply with the Immigration Reform and Compliance Act of 1986 (IRCA) and all other applicable federal, state and local immigration laws, regulations, Executive Orders (“other immigration laws”) and by executing this Agreement, warrants that it is in full compliance with all applicable immigration laws including, but not limited to, IRCA and has used E-Verify to pre-screen job applicants and re-verify current employees. Vendor shall immediately remove any employee known to be an unauthorized alien. Failure to comply with IRCA or other immigration laws shall constitute a material breach of this Agreement. The Vendor shall indemnify the City of Westfield against all damages, losses and expenses, including attorneys’ fees, incurred or sustained by the City of Westfield as a result of the Vendor’s failure to comply with IRCA or other immigration law. Vendor shall include this provision in any subcontracts or subordinate agreements it enters into with respect to this Agreement.

26. **IRAN CERTIFICATION:** Vendor hereby certifies, in accordance with I.C. 5-22-16.5-1 et seq., to have no engagement in investment activities in Iran as defined in the above cited statute.

27. **NON-DISCRIMINATION:** Vendor agrees that it, and its subcontractors, will not discriminate against any employee or applicant for employment to be employed in the performance of this Contract, with respect to the employee’s hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment, because of

the employee's race, religion, color, sex, disability, national origin, or ancestry. Breach of this covenant may be regarded as a material breach of the Contract.

28. **NON-APPROPRIATION**: The Parties acknowledge that the Contracting Party 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 Contract, the Contracting Party's fiscal body should fail to appropriate sufficient funds to continue this Contract, it will become null and void. The Contracting Party shall not be obligated to perform unless and until sufficient funds are appropriated. The Contracting Party agrees to seek funding for the continuation of the Contract during each budget cycle during the initial term or subsequent term of this Contract. The Contracting Party agrees to inform the Vendor in writing of any such non-allocation of funds at the earliest possible date, and shall pay for all services and/or goods provided prior to exhaustion of the appropriated funds.

29. **COUNTERPARTS**: This Contract may be executed simultaneously in one or more counterparts, each of which shall be considered an original, but all of which together constitute one Contract. Delivery of this Contract may be accomplished by facsimile.

EXECUTED this 29th day of March, 2024.

Contracting Party:

City of Westfield  
2728 East 171<sup>st</sup> Street  
Westfield, Indiana 46074

Jenell Fairman  
Signature

Jenell Fairman

Director, Economic Development

March 29, 2024  
Date

Vendor

Speck Dempsey  
247 Walnut Street #1  
Brookline, MA 02445

Christopher S. Dempsey  
Signature

Christopher Scott Dempsey  
Printed Name

Partner  
Title

3/29/2024  
Date

## EXHIBIT A

### Rules of Conduct

In an effort to have COMPLETE CUSTOMER SATISFACTION, we have prepared the following Rules of Conduct. Your personnel's compliance with these rules will help us collectively acquire COMPLETE CUSTOMER SATISFACTION.

- ❑ Always check in with appropriate City officials prior to beginning work in a new work area.
- ❑ Adherence to all current building safety guideline and restriction is mandatory.
- ❑ Conduct yourselves in a professional manner in all areas of the City. Radios or audio equipment, other than communication, are strictly **prohibited**.
- ❑ **No** Graffiti.
- ❑ Be neat, clean and **QUIET** while in or **NEAR** occupied City spaces. Protect hallway and entries with temporary carpet runners.
- ❑ **No** vehicles shall be brought or parked in the buildings, or are to be parked in parking spaces outside allotted for handicapped parking.
- ❑ Proper work attire shall be required at all times.
- ❑ Only authorized personnel shall be permitted in work areas. Identification or uniforms may be required.
- ❑ **Do not use City equipment.**
- ❑ Housekeeping is paramount. Remove all dirt and debris created by your activity. Project to be broom swept and trash removed on a daily basis and as needed by each applicable trade.
- ❑ **Smoking and the use of smokeless tobacco are prohibited on City properties.**
- ❑ Loud and/or foul language is prohibited.
- ❑ Food and drink shall **not** be permitted in carpeted City spaces.
- ❑ Material storage and/or debris shall not be left in unsecured areas.
- ❑ Exits and entrances shall be maintained clear and unobstructed. Securing of the work area is the responsibility of the vendor and shall be locked at night.
- ❑ Thermostats shall not be adjusted unless the City has granted permission.
- ❑ Loading and unloading shall be in permitted area of the work site only.
- ❑ When dealing with citizens, be courteous at all times, keep all negative comments to yourself or discuss them with the City personnel.
- ❑ Special care shall be taken at all times to protect the surroundings of the work area. Dust, fumes and vapors controls shall be employed.
- ❑ **City officials shall be made aware of work that creates noxious odors. Any odiferous work is to be coordinated with the City to allow for proper advanced notification with the affected citizens.**
- ❑ **Any work that will compromise the existing utilities shall be coordinated with the City. Arrangements shall be made with the City if special access is required.**
- ❑ **No use of power actuated tools or hammer drills is permitted at an occupied City building between the hours of 7:00 AM and 5:00 PM, or as directed by City officials.**
- ❑ Only designated freight elevators that are properly protected shall be used by the contractors and vendors.
- ❑ Safe working practices shall be observed at **all times**. The safety of your employees, the buildings and the work site is considered to be paramount. All work shall be conducted and completed by the guidelines set forth by the Federal, Local and State Authorities.
- ❑ Fall protection shall be worn, observed or employed when working in articulating boom lifts, scissors lifts, ladders, scaffolding and any other activity where workers are exposed to a fall and shall comply with the provisions of OSHA and IOSHA.
- ❑ Any and all "Hot Work" shall have an appropriate fire extinguisher immediately accessible and be pre-approved by the City officials.
- ❑ **All electrical service shall be properly protected with a GFCI, including the use of extension cords on permanent power.**
- ❑ **Eye protection shall be worn at all times when cutting, grinding, chipping, drilling or using power actuated tools.**

Non-compliance with the foregoing Rules of Conduct shall result in disciplinary procedures up to and including removal from the project.

February 16, 2024

Ms. Jenell Fairman  
 Director, Economic Development  
 Westfield, IN  
*by email*

cc: Chris Dempsey

Dear Jenell:

Thank you for your interest in working with Speck Dempsey to devise a master plan for the area of Westfield surrounding your new planned park. We are excited to work with you to create an implementable vision for the district. The following pages describe the Study Area, Scope of Services, Product, Schedule, and Fee that we propose for this effort.

### **Study Area**



The Study Area is roughly the area pictured above. It contains floodplain that will be left natural and existing properties that will remain unplanned, but also about 40 acres of property that is expected to be developed or redeveloped in the near future. We will work with you to determine which properties should be modified in the plan.

**Scope of Services**

Proposed activities are as follows:

- Initial trip to Westfield including site visit and fact-finding meetings over a full afternoon and morning.
- Completion of one or several Preliminary Plans for review.
- Remote Meeting 1: Presentation of Preliminary Plans for City response.
- Remote Meeting 2: Presentation of Refined Plans.
- Remote Meeting 3: Receipt of City response to Refined Plans.
- Completion and Submittal of Planning Documents
- OPTIONAL: Additional trip to Westfield to present the plan.

**Product**

- *Conceptual Sketches* of one or several Preliminary Plans.
- *An Illustration Plan*, hand drawn in color, showing one ideal build-out of the Study Area.
- *A Regulating Plan*, including key and text, drawn in CAD or equivalent, controlling those aspects of the design that are important to the quality of the public realm.
- A Project Narrative describing the plan conceptually and statistically.
- OPTIONAL: One or several artist's perspective renderings, hand drawn in color, intended to communicate the features of the plan and surrounding amenities (like the park) to best effect.

**Schedule**

February:

- City collects all relevant base information and relays to Speck Dempsey.
- Speck Dempsey reviews base information.
- Speck Dempsey arranges travel.

March:

- Initial trip to Westfield planned for March 5 and 6.
- Remote Meeting 1 scheduled week of March 25 for presentation of Preliminary Plans.

April:

- Remote Meeting 2 scheduled week of April 22 for presentation of Refined Plans.

May:

- City considers Refined Plans and collects any requested changes.
- Remote Meeting 3 scheduled week of May 6 for City response to Refined Plans.
- Submittal of Planning Documents by end of month.

## Fee

Based on anticipated hours and costs of subconsultants for CAD work and (any) renderings, fees for the above services would be as follows:

Base fee:	\$50,000 + expenses
Rendering fee:	\$4,000 each for ground level, \$6,000 for bird's eye.
Additional visit fee:	\$5,000 + expenses each.

Base fees would be payable as follows:

Deposit to begin work:	\$10,000
Preliminary Plans:	\$15,000 + expenses
Refined Plan:	\$20,000 + expenses
<u>Plan Completion:</u>	<u>\$5,000 + expenses</u>
TOTAL BASE FEE:	\$50,000 + expenses

Optional addition fees would be payable as incurred.

I hope this proposal meets with your approval; I would be happy to discuss it with you at your convenience in the days ahead. Is there a standard City contract that you need to use, or should we prepare one for review?

Once we have written acceptance of this proposal we can purchase airfare for my first visit.

Sincerely yours,



Jeff Speck, FAICP, FCNU, LEED-AP, Hon. ASLA

**Winterburg Resurfacing  
DEVELOPMENT AGREEMENT**

THIS DEVELOPMENT AGREEMENT (“**Agreement**”), dated as of September \_\_\_, 2025, is entered into by and among the CITY OF WESTFIELD, INDIANA (the “**City**”), and Winterburg Developer, LLC (the “**Developer**”) (collectively the City and Developer shall be referred as “**Parties**”).

**RECITALS**

1. The Developer plans to construct Section 1&2 of the Winterburg development (“the **Project**”). The City of Westfield Unified Development Ordinance and the City of Westfield Construction Standards for the Project require milling and resurfacing of Casey Road along the entrance of the Project as depicted on Exhibit A. Due to development of Winterburg Sections 1 & 2 occurring prior to the reconstruction of Casey Road along the Project’s frontage, the City has agreed to include the milling and resurfacing of Casey Road along the Project’s entrance as part of the future Casey Road reconstruction project provided the Developer pays a fee to the City in-lieu of these improvements.

2. The City is willing to permit the development of the Project under certain conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the promises and mutual obligations and covenants of the parties hereto contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Developer and the City agree as follows:

**ARTICLE I**  
**Term**

This Agreement shall be effective on the date set forth in the first paragraph of this Agreement. This Agreement will terminate upon completion of the Project.

**ARTICLE II**  
**Covenants of Parties**

- 2.1 Developer shall contribute a total of \$54,040.00 to the Westfield Road Impact Fee Fund as calculated on Exhibit B.
- 2.3 Developer shall comply in all material respects with (and shall cooperate with the City to enable the City to comply in all material respects with) statutes, regulations and rules applicable to the Project.

**ARTICLE III**  
**Miscellaneous**

- 3.1 **Assignment.** The rights and obligations contained in this Agreement may be assigned by the Developer to a related or affiliated entity with the express prior written consent of each of the City. Developer expressly acknowledges that this Agreement touches and concerns the Project and is, except as provided otherwise herein, binding upon and enforceable against the Developer, its respective successors and assigns and all persons claiming under or through the Developer collectively or individually.
- 3.2 **Amendments.** No modification or amendment of any provision of this Agreement shall be effective unless made in writing and duly executed by the City and the Developer.
- 3.3 **Disclaimer of Relationship.** Nothing contained in this Agreement, nor any act of the City or of the Developer, or of any other person, shall be deemed or construed by any person to create any relationship of third-party beneficiary, employer and employee, principal and agent, limited or general partners or joint ventures. The Developer is and will remain an “independent contractor” with respect to performance under this Agreement. The Developer is responsible for and shall pay all amounts and benefits owing to or for the account of its employees, if any, including unemployment compensation, FICA, retirement, life and medical insurance and worker’s compensation insurance.
- 3.4 **Survival of Covenants, Etc.** All representations, warranties, covenants and agreements made by the City and the Developer in this Agreement shall survive the execution of this Agreement and the completion of the Project. No other person is entitled to rely upon any such representations, warranties, covenants and agreements.
- 3.5 **Notices.** Any and all notices or other communications required or permitted under this Agreement shall be in writing and shall be sufficiently given when delivered in person to, or sent by certified mail, postage prepaid, addressed as follows (provided that if mailed, any applicable time period will commence upon receipt by the addressee; and provided further that if the addressee refuses delivery, the notice will be deemed to have been given three days after the mailing of such notice or other communication):

To the City: City of Westfield, Indiana  
Westfield City Hall  
2706 E. 171<sup>st</sup> Street  
Westfield, Indiana 46074  
Attn: Michael Pearce, City Engineer

To the Developer: Winterburg Developer, LLC.  
9757 Westpoint Drive, Suite 600  
Indianapolis, IN 46256  
Attn: Tim Walter

or to such other address or person as shall be designated from time to time by notice as contemplated by this Section 3.5.

- 3.6 **Governing Law.** Except to the extent preempted by federal law, the laws of the State of Indiana shall govern all aspects of this Agreement, including execution, interpretation, performance and enforcement. All exhibits attached hereto are incorporated by reference.
- 3.7 **Dispute Resolution.** Any lawsuit arising out of or relating to this Agreement must be brought in Hamilton County, Indiana Circuit or Superior Courts. The City and the Developer consent to the jurisdiction of such court and irrevocably waive any objections they may have to such jurisdiction or venue.
- 3.8 **No Waiver.** Neither failure nor delay on the part of the City or the Developer in exercising any right under this Agreement shall operate as a waiver of such right, nor shall any single or partial exercise of any such right preclude any further exercise thereof or the exercise of any other right. No waiver of any provision of this Agreement or consent to any departure by the Developer or the City therefrom shall be effective unless the same shall be in writing, signed on behalf of the City or the Developer by a duly authorized officer thereof, and the same shall be effective only in the specific instance for which it is given. No notice to or demand on the City or the Developer shall entitle the City or the Developer to any other or further notices or demands in similar or other circumstances, or constitute a waiver of any of the City's or the Developer's right to take other or further action in any circumstances without notice or demand.
- 3.9 **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original for all purposes and each of which shall constitute one and the same.

- 3.10 **Binding of Successors, Assigns.** Subject to the further provisions of this Agreement, the terms and provisions of this Agreement shall be binding upon and inure to the benefit of the City and the Developer and their respective successors and assigns.
- 3.11 **Further Assurances.** Subject to the further provisions of this Agreement, the Developer and the City shall, at such party's expense, upon request of the other such party, duly execute and deliver, or cause to be executed and delivered, such further instruments and perform or cause to be performed such further acts as may be reasonably necessary or proper in the reasonable opinion of the City or the Developer to carry out the provisions and purposes of this Agreement.
- 3.12 **Severability.** 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. Time is of the essence in this Agreement. If any provision of this Agreement or application to any party or circumstances shall be determined by any court of competent jurisdiction to be invalid and unenforceable to any extent, then the remainder of this Agreement or the application of such provision to such person or circumstances, other than those as to which it is so determined invalid or unenforceable, shall not be affected thereby, and each provision hereof shall be valid and shall be enforced to the fullest extent permitted by law; provided that, in lieu of such invalid or unenforceable provision, there will be added to this Agreement a provision as similar to the invalid or unenforceable provision as is possible to reflect the intent of the parties and still be valid and enforceable. The captions in this Agreement are inserted only as a matter of convenience and for reference and in no way define, limit, or describe the scope of this Agreement or the scope or content of any of its provisions. Nothing contained in this Agreement shall be construed to create a partnership or joint venture between the Developer and the City or their successors in interest. Unless otherwise specified, in computing any period of time described herein, the day of the act or event after which the designated period of time begins to run is not to be included and the last day of the period so computed is to be included, unless such last day is a Saturday, Sunday or legal holiday for national banks in the location where the Project Site is located, in which event the period shall run until the end of the next day which is neither a Saturday, Sunday, or legal holiday.
- 3.13 **Headings.** The headings of the articles, sections and paragraphs used in this Agreement are for convenience only and shall not be read or construed to affect the meaning or construction of any provision.

- 4.14 **Entire Agreement.** Except as otherwise expressly provided herein, this Agreement constitutes the entire agreement by and between the City and the Developer and supersedes all prior agreements, written or verbal, between the City and the Developer pertaining to the Project. No statements, promises or agreements whatsoever, in writing or verbally, in conflict with the terms of this Agreement have been made by the City or the Developer that in any way modify, vary, alter, enlarge or invalidate any of the provisions and obligations of this Agreement.
- 3.15 **No Third Party Beneficiaries.** There are no third-party beneficiaries of this Agreement.
- 3.16 **Indemnification.**
- (a) **Developer Indemnification.** The Developer will pay, and protect, indemnify and save the City (including members, directors, officials, officers, agents, attorneys and employees thereof) harmless from and against, all liabilities, losses, damages, costs, expenses (including attorneys' fees and expenses of the City), causes of actions, suits, claims, demands and judgments of any nature arising from or relating to:
- (i) Violation by the Developer of any agreement or condition of this Agreement;
  - (ii) Violation of any contract, agreement or restriction by the Developer relating to the Project, or any part thereof, in connection with the implementation of or effectuation of this Agreement;
  - (iii) Violation of any law, ordinance or regulation by the Developer arising out of the ownership, occupancy or use of the Project, or a part thereof;
  - (iv) Any act, failure to act, or misrepresentation by the Developer, or any of the Developer's agents, contractors, servants, employees or licensees related to this Agreement; and
- (b) **City Indemnification.** To the extent permitted by law, the City will pay, and protect, indemnify and save the Developer (including members, directors, officials, officers, agents, attorneys and employees thereof) harmless from and against, all liabilities, losses, damages, costs, expenses (including attorneys' fees and expenses of the Developer), causes of actions, suits, claims, demands and judgments of any nature arising from or relating to:

- (i) Violation by the City or other City Party of any agreement or condition of this Agreement;
- (ii) Violation of any contract, agreement or restriction by the City relating to the Project, or any part thereof, in connection with the implementation of or effectuation of this Agreement;
- (iii) Any act, failure to act, or misrepresentation by the City, or any of the City's agents, contractors, servants, employees or licensees related to this Agreement;

3.17 **Force Majeure.** Notwithstanding anything to the contrary set forth herein, each party shall be excused for any failure or delay in performing any of its obligations under this Agreement, if such failure or delay is caused by an event of Force Majeure. "Force Majeure" means any act of God; any accident (including equipment failure, electricity outage for extended periods of time, destruction or damage to equipment not caused by the party relying upon such circumstance or event); any explosion; any fire, flood, ice, earthquake, lightning, tornado, hurricane or other severe weather condition or calamity; any civil disturbance, labor dispute or labor or material shortage; any sabotage or act (or specific, imminent threatened act) of terrorism; any act of a public enemy, uprising, insurrection, civil unrest, war or rebellion; any action or restraint by court order or public or governmental authority or lawfully established civilian authorities; a material adverse change in the national financial economic situation in the United States; or any other circumstance or event beyond the reasonable control of the party relying upon such circumstance or event. Each party shall diligently make efforts to perform any obligations delayed under this Section 3.17, immediately upon the event of Force Majeure no longer preventing such obligation from being performed, then: (a) the party asserting Force Majeure shall deliver written notice to the other party; (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.

3.18 **Interpretation.** Unless the context requires otherwise, (i) the singular includes the plural and vice versa, (ii) RECITALS and EXHIBITS form a part of this Agreement, (iii) any reference in this Agreement to any particular Article, Section, subsection, RECITAL or EXHIBIT shall be deemed to refer to an Article, Section or RECITAL of, or EXHIBIT to, this Agreement, (iv) the word "including" or any variation thereof means "including, without limitation" and shall not be construed to limit any general statement that it follows to the specific or similar items or matters

immediately following it, and (v) where a term is defined, another part of speech or grammatical form of that term shall have a corresponding meaning.

Effective Date. Notwithstanding anything herein to the contrary, this Agreement shall not be effective until all parties hereto have executed this Agreement.

\* \* \*

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed on or as of the day and year first above written.

**“DEVELOPER”**

Winterburg Developer, LLC  
By: Platinum Properties Management  
Company, LLC it’s Manager

By: \_\_\_\_\_

Timothy J. Walter

Title: Vice President - Development

STATE OF INDIANA        )  
  ) SS:  
COUNTY OF \_\_\_\_\_ )

Before me, a Notary Public in and for the State of Indiana, personally appeared \_\_\_\_\_, the \_\_\_\_\_ of Winterburg Developer ,LLC., who, being first duly sworn, acknowledged the execution of the foregoing Agreement for and on behalf of said limited liability company.

Witness my hand and Notarial Seal this                day of \_\_\_\_\_, 2024.

My Commission Expires:

\_\_\_\_\_

My County of Residence:

\_\_\_\_\_

\_\_\_\_\_  
NOTARY PUBLIC

\_\_\_\_\_  
Printed

“CITY”

CITY OF WESTFIELD

By: \_\_\_\_\_

STATE OF INDIANA        )  
  )SS:  
COUNTY OF HAMILTON )

Before me, a Notary Public in and for the State of Indiana, personally appeared. \_\_\_\_\_, the \_\_\_\_\_ of the City of Westfield, Indiana, who, being first duly sworn, acknowledged the execution of the foregoing Agreement for and on behalf of the City of Westfield, Indiana.

Witness my hand and Notarial Seal this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

My Commission Expires:

\_\_\_\_\_

\_\_\_\_\_  
NOTARY PUBLIC

My County of Residence:

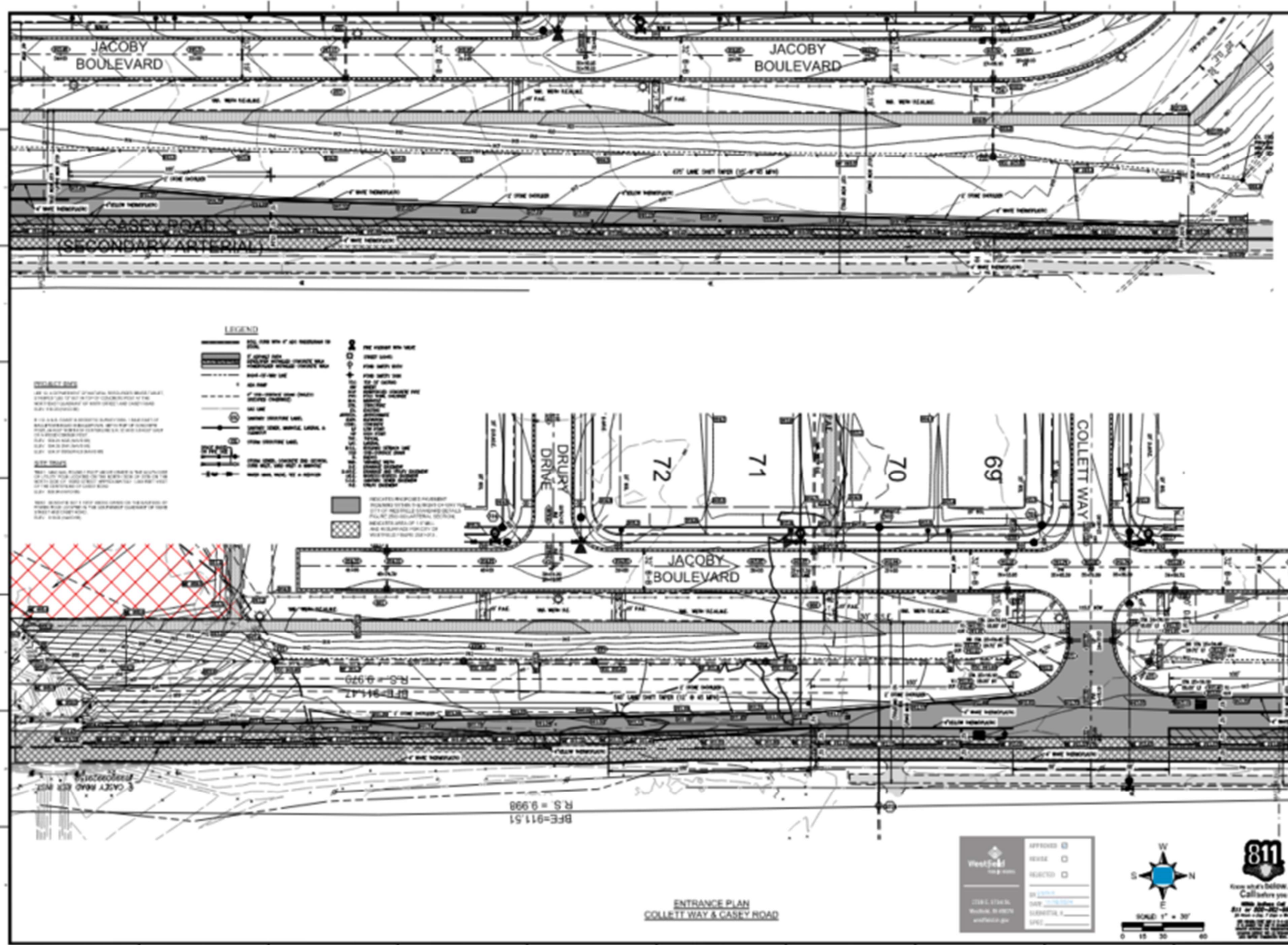
\_\_\_\_\_

\_\_\_\_\_  
Printed

This instrument prepared by Chad Mills, City of Westfield, 2728 E 171<sup>st</sup> St, Westfield, Indiana, 46074.

I affirm, under penalties for perjury, that I have taken reasonable care to redact each social security number in this document, unless required by law. *Chad Mills.*

**EXHIBIT A**  
**"ROW Improvements"**



**NOTICE:** THIS PLAN IS A PRELIMINARY DESIGN AND SHOULD NOT BE USED FOR CONSTRUCTION OR AS A BASIS FOR ANY OTHER DESIGN OR CONTRACT. THE USER OF THIS PLAN ASSUMES ALL LIABILITY FOR ANY AND ALL DAMAGES, INCLUDING REASONABLE ATTORNEY'S FEES, ARISING FROM ANY USE OF THIS PLAN. THE USER OF THIS PLAN SHALL INDEMNIFY AND HOLD HARMLESS THE ENGINEER FROM AND AGAINST ALL SUCH DAMAGES, INCLUDING REASONABLE ATTORNEY'S FEES, ARISING FROM ANY USE OF THIS PLAN.

**LEGEND**

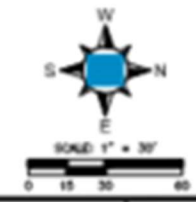
	12' WIDE SIDEWALK		10' WIDE SIDEWALK
	8' WIDE SIDEWALK		6' WIDE SIDEWALK
	4' WIDE SIDEWALK		2' WIDE SIDEWALK
	12' WIDE CURB		10' WIDE CURB
	8' WIDE CURB		6' WIDE CURB
	4' WIDE CURB		2' WIDE CURB
	12' WIDE SHOULDER		10' WIDE SHOULDER
	8' WIDE SHOULDER		6' WIDE SHOULDER
	4' WIDE SHOULDER		2' WIDE SHOULDER
	12' WIDE EASEMENT		10' WIDE EASEMENT
	8' WIDE EASEMENT		6' WIDE EASEMENT
	4' WIDE EASEMENT		2' WIDE EASEMENT
	12' WIDE RIGHT-OF-WAY		10' WIDE RIGHT-OF-WAY
	8' WIDE RIGHT-OF-WAY		6' WIDE RIGHT-OF-WAY
	4' WIDE RIGHT-OF-WAY		2' WIDE RIGHT-OF-WAY

BFE=911.51  
R.S. = 9.998

**ENTRANCE PLAN**  
**COLLETT WAY & GASKY ROAD**

**Westfield**  
 ENGINEERS & ARCHITECTS  
 1200 N. 17th St.  
 Waukesha, WI 53186  
 www.westfield.com

APPROVED	
REVISED	
DESIGNED	
DATE	11/15/2017
PROJECT	W230742



**811**  
 Know what's below.  
 Call before you dig.  
 811 or 800-485-5849  
 www.811.com

**WEIHE ENGINEERS**  
 1120 S. College Avenue  
 Indianapolis, Indiana 46208  
 317.844.4811  
 317.422.8428  
 317.843.8764

**WINTERBURG SECTIONS 1 & 2**  
 1215 W. 15th Street, Waukesha, Indiana  
**ENTRANCE PLAN**  
**C411**  
 W230742

**EXHIBIT B**

**“Right-of-Way Improvements Cost Estimate”**

Milling and Resurfacing	\$14.00/SY	3,860SY	\$54,040.00
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**CITY OF WESTFIELD, INDIANA**  
**NEIGHBORHOOD VIBRANCY GRANT AGREEMENT**

This Neighborhood Vibrancy Grant Agreement (“Agreement”) is entered into by and between the City of Westfield, Indiana (“City”) and BORDEAUX WALK Home Owners Association (“HOA”) (each a “Party” and collectively “the Parties”) on this \_\_\_\_ day of \_\_\_\_\_, 2025.

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

WHEREAS, the HOA is a Indiana nonprofit corporation organized to manage and maintain common areas and enforce rules within a community, such as a condominium or subdivision, and ensure the upkeep of shared spaces and adherence to community standards, which operates within the City;

WHEREAS, the City administers a Neighborhood Vibrancy Grant Program (“NVGP”) whereby the City provides funding for unique and innovative ideas that make the community a more vibrant place to live and positively impact the quality of life in the City;

WHEREAS, Ind. Code § 36-10-2-2, Ind. Code § 36-10-2-4, Ind. Code § 36-10-2-5, and State Board of Accounts guidance provide that the City may provide aid to recreation facilities and programs, community service facilities and programs, neighborhood

centers, community centers, and civic centers, and that a written contract should document the services provided; and

WHEREAS, the City and the HOA desire to enter into this Agreement to formalize the City's grant of funds to the HOA, and responsibilities and commitments related thereto.

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions set forth herein, the City and the HOA hereby agree as follows:

Section 1. Recitals. The above Recitals are an integral part of this Agreement and are specifically incorporated herein by reference.

Section 2. Grant Agreement. The City, after review and recommendation by the NVGP Committee and approval by the Board of Public Works and Safety, agrees to a one-time grant of a total of TEN THOUSAND DOLLARS AND 00/100 (\$10,000.00) ("Grant Funds") to the HOA to assist with payments and costs related to the project described in the attached NVGP application ("Project"). The Grant Funds shall be used only in accordance with the terms of this Agreement.

Section 3. Obligations of the HOA. The HOA agrees that the Project must be completed within one (1) year of receipt of the Grant Funds. The HOA agrees to use any and all Grant Funds from the City only towards the cost of the Project and for no other purpose. The HOA agrees to provide the City with the following information and documentation:

- (a) A budget for the Project;
- (b) Certified copies of incorporation as a nonprofit corporation under Indiana state law;
- (c) Appropriate documentation identifying the HOA as an Indiana nonprofit corporation in good standing;
- (d) Any audits, reviews, financial statements, or compilations available describing the financial condition of the HOA;
- (e) A Project end report describing how the Grant Funds were used and the impact of the dollars had on completing the Project; and
- (f) Other relevant documentation that the City requests.

Section 4. Non-profit Status. By executing this Agreement, the HOA hereby represents and warrants that it is a nonprofit entity in good standing.

Section 5. Use of Funds by the HOA. The Grant Funds received by the HOA pursuant to this Agreement shall be used only to assist with costs for the Project, and for no other purpose. If it is determined by the City that the Grant Funds have been misappropriated, or the HOA violates any term of this Agreement, this Agreement shall immediately be terminated and the HOA agrees to return all funds received from the City.

Section 6. Non-Exclusivity. The City and the HOA agree that the City may enter into other Grant Agreements or similar agreements, and the HOA shall not be the exclusive recipient of grants or donations from the City.

Section 7. Good Faith Cooperation. The City and the HOA agree to cooperate fully and in good faith, take additional actions, and execute additional documents as may be needed to fulfill the terms and intent of this Agreement.

Section 8. Effective Date and Term. This Agreement shall be effective upon the signing of both parties hereto, and shall be in effect until Project completion or one (1) year after the Grant Funds are awarded, which ever comes first, subject to termination pursuant to Section 5 of this Agreement. This Agreement may otherwise be terminated or extended only by a written agreement signed by authorized representatives of both the City and the HOA.

Section 9. Notices. Any notice or documentation required to be submitted pursuant to this Agreement shall be submitted in writing to the following addresses:

City of Westfield  
Attn: Community Development  
2728 E 171<sup>st</sup> Street  
Westfield, Indiana 46074

BORDEAUX WALK HOA  
Attn: KEVIN COMERFORD  
1386 PETIT VERDOT DRIVE  
Westfield, Indiana 46074

Section 10. Non-Discrimination. The HOA agrees that it will not discriminate against any employee or applicant for employment to be employed in the performance of this Agreement or the Project, 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.

Section 11. Indemnification. The HOA shall defend, indemnify, and hold harmless the City and each 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 (1) the failure of the HOA to observe and perform any of its obligations under this Agreement and/or (2) any intentional or negligent act or omission by the HOA.

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 objection 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. Relationship of the Parties. The employees and/or agents of the City are not employees of the HOA by virtue of this Agreement, and vice versa. The HOA has no authority to assume or to create any obligation or responsibility, express or implied, on behalf of or in the name of the City, except as expressly so stated in this Agreement or a duly authorized amendment hereto.

Section 15. Counsel and Understanding. Each Party warrants that: (a) it is represented by competent counsel with respect to this Agreement and all matters covered by it, or has waived the right to be so represented; (b) it has been fully advised by said counsel with respect to its rights and obligations and with respect to the execution of this Agreement or has waived the right to be so advised; and (c) it fully understands this Agreement and the effect of signing and executing it.

Section 16. Amendment. This Agreement may not be altered, amended, modified, or otherwise changed in any respect whatsoever except by a writing duly executed by an authorized representative of each of the Parties.

Section 17. Entire Agreement. This Agreement shall constitute the entire agreement between the parties with respect to the subject matter herein, and there are no other terms, statements, obligations, or representations, oral or otherwise, of any nature whatsoever. This Agreement, along with all exhibits, attachments, or other documents

incorporated herein by reference, constitutes the entire agreement by and between the Parties and supersedes and replaces all prior negotiations, proposed agreement or agreements, written or oral, related to this Agreement or the matters addressed herein.

Section 18. Assignment. No Party hereto may assign or otherwise transfer this Agreement or any of its rights and obligations hereunder to any third party.

Section 19. Waiver. The failure of a Party to require performance of any provision shall not affect that Party's right to require performance at any time thereafter, nor shall 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 20. Construction. The language of this Agreement shall be construed as a whole, according to its fair meaning and intent, and not strictly for or against any Party, regardless of who drafted or was principally responsible for drafting this Agreement or any specific term, provision, or condition. This Agreement is hereby deemed to have been drafted by all the Parties, and no Party shall urge otherwise.

Section 21. Warranty. Each Party represents and warrants that it has the full power and authority to enter into this Agreement and to perform all transactions, duties and obligations contained herein. Each signatory to this Agreement who signs on behalf of a Party represents and warrants that he or she has the authority to sign on behalf of that Party.

Section 22. Non-Appropriation. The Parties acknowledge that the City is a governmental entity whose funds are subject to appropriation by its fiscal body. Therefore, if the City's fiscal body should fail to appropriate the Grant Funds, this Agreement will become null and void. The City shall not be obligated to perform unless and until sufficient funds are appropriated.

Section 23. Counterparts. This Agreement may be executed in counterparts.

CITY OF WESTFIELD, INDIANA

\_\_\_\_\_  
Date  
\_\_\_\_\_

XXXXXXXXXXXXXXXXX HOA.

\_\_\_\_\_  
Date  
\_\_\_\_\_

**CITY OF WESTFIELD, INDIANA**  
**NEIGHBORHOOD VIBRANCY GRANT AGREEMENT**

This Neighborhood Vibrancy Grant Agreement (“Agreement”) is entered into by and between the City of Westfield, Indiana (“City”) and BRENTWOOD VILLAGE PROPERTY OWNERS ASSOCIATION (“HOA”) (each a “Party” and collectively “the Parties”) on this \_\_\_\_ day of \_\_\_\_\_, 2025.

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

WHEREAS, the HOA is a Indiana nonprofit corporation organized to manage and maintain common areas and enforce rules within a community, such as a condominium or subdivision, and ensure the upkeep of shared spaces and adherence to community standards, which operates within the City;

WHEREAS, the City administers a Neighborhood Vibrancy Grant Program (“NVGP”) whereby the City provides funding for unique and innovative ideas that make the community a more vibrant place to live and positively impact the quality of life in the City;

WHEREAS, Ind. Code § 36-10-2-2, Ind. Code § 36-10-2-4, Ind. Code § 36-10-2-5, and State Board of Accounts guidance provide that the City may provide aid to recreation facilities and programs, community service facilities and programs, neighborhood

centers, community centers, and civic centers, and that a written contract should document the services provided; and

WHEREAS, the City and the HOA desire to enter into this Agreement to formalize the City's grant of funds to the HOA, and responsibilities and commitments related thereto.

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions set forth herein, the City and the HOA hereby agree as follows:

Section 1. Recitals. The above Recitals are an integral part of this Agreement and are specifically incorporated herein by reference.

Section 2. Grant Agreement. The City, after review and recommendation by the NVGP Committee and approval by the Board of Public Works and Safety, agrees to a one-time grant of a total of FOUR THOUSAND NINE HUNDRED FIFTY FOUR AND 00/100 (\$4,954.00) ("Grant Funds") to the HOA to assist with payments and costs related to the project described in the attached NVGP application ("Project"). The Grant Funds shall be used only in accordance with the terms of this Agreement.

Section 3. Obligations of the HOA. The HOA agrees that the Project must be completed within one (1) year of receipt of the Grant Funds. The HOA agrees to use any and all Grant Funds from the City only towards the cost of the Project and for no other purpose. The HOA agrees to provide the City with the following information and documentation:

- (a) A budget for the Project;
- (b) Certified copies of incorporation as a nonprofit corporation under Indiana state law;
- (c) Appropriate documentation identifying the HOA as an Indiana nonprofit corporation in good standing;
- (d) Any audits, reviews, financial statements, or compilations available describing the financial condition of the HOA;
- (e) A Project end report describing how the Grant Funds were used and the impact of the dollars had on completing the Project; and
- (f) Other relevant documentation that the City requests.

Section 4. Non-profit Status. By executing this Agreement, the HOA hereby represents and warrants that it is a nonprofit entity in good standing.

Section 5. Use of Funds by the HOA. The Grant Funds received by the HOA pursuant to this Agreement shall be used only to assist with costs for the Project, and for no other purpose. If it is determined by the City that the Grant Funds have been misappropriated, or the HOA violates any term of this Agreement, this Agreement shall immediately be terminated and the HOA agrees to return all funds received from the City.

Section 6. Non-Exclusivity. The City and the HOA agree that the City may enter into other Grant Agreements or similar agreements, and the HOA shall not be the exclusive recipient of grants or donations from the City.

Section 7. Good Faith Cooperation. The City and the HOA agree to cooperate fully and in good faith, take additional actions, and execute additional documents as may be needed to fulfill the terms and intent of this Agreement.

Section 8. Effective Date and Term. This Agreement shall be effective upon the signing of both parties hereto, and shall be in effect until Project completion or one (1) year after the Grant Funds are awarded, which ever comes first, subject to termination pursuant to Section 5 of this Agreement. This Agreement may otherwise be terminated or extended only by a written agreement signed by authorized representatives of both the City and the HOA.

Section 9. Notices. Any notice or documentation required to be submitted pursuant to this Agreement shall be submitted in writing to the following addresses:

City of Westfield  
Attn: Community Development  
2728 E 171<sup>st</sup> Street  
Westfield, Indiana 46074

BRENTWOOD VILLAGE  
PROPERTY OWNERS  
ASSOCIATION  
Attn: MERCEDES ARNER  
PO BOX 1096  
Carmel, Indiana 46082

Section 10. Non-Discrimination. The HOA agrees that it will not discriminate against any employee or applicant for employment to be employed in the performance this Agreement or the Project, 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.

Section 11. Indemnification. The HOA shall defend, indemnify, and hold harmless the City and each 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 (1) the failure of the HOA to observe and perform any of its obligations under this Agreement and/or (2) any intentional or negligent act or omission by the HOA.

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 objection 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. Relationship of the Parties. The employees and/or agents of the City are not employees of the HOA by virtue of this Agreement, and vice versa. The HOA has no authority to assume or to create any obligation or responsibility, express or implied, on behalf of or in the name of the City, except as expressly so stated in this Agreement or a duly authorized amendment hereto.

Section 15. Counsel and Understanding. Each Party warrants that: (a) it is represented by competent counsel with respect to this Agreement and all matters covered by it, or has waived the right to be so represented; (b) it has been fully advised by said counsel with respect to its rights and obligations and with respect to the execution of this Agreement or has waived the right to be so advised; and (c) it fully understands this Agreement and the effect of signing and executing it.

Section 16. Amendment. This Agreement may not be altered, amended, modified, or otherwise changed in any respect whatsoever except by a writing duly executed by an authorized representative of each of the Parties.

Section 17. Entire Agreement. This Agreement shall constitute the entire agreement between the parties with respect to the subject matter herein, and there are no other terms, statements, obligations, or representations, oral or otherwise, of any nature whatsoever. This Agreement, along with all exhibits, attachments, or other documents

incorporated herein by reference, constitutes the entire agreement by and between the Parties and supersedes and replaces all prior negotiations, proposed agreement or agreements, written or oral, related to this Agreement or the matters addressed herein.

Section 18. Assignment. No Party hereto may assign or otherwise transfer this Agreement or any of its rights and obligations hereunder to any third party.

Section 19. Waiver. The failure of a Party to require performance of any provision shall not affect that Party's right to require performance at any time thereafter, nor shall 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 20. 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, regardless of who drafted or was principally responsible for drafting this Agreement or any specific term, provision, or condition. This Agreement is hereby deemed to have been drafted by all the Parties, and no Party shall urge otherwise.

Section 21. Warranty. Each Party represents and warrants that it has the full power and authority to enter into this Agreement and to perform all transactions, duties and obligations contained herein. Each signatory to this Agreement who signs on behalf of a Party represents and warrants that he or she has the authority to sign on behalf of that Party.

Section 22. Non-Appropriation. The Parties acknowledge that the City is a governmental entity whose funds are subject to appropriation by its fiscal body. Therefore, if the City's fiscal body should fail to appropriate the Grant Funds, this Agreement will become null and void. The City shall not be obligated to perform unless and until sufficient funds are appropriated.

Section 23. Counterparts. This Agreement may be executed in counterparts.

CITY OF WESTFIELD, INDIANA

\_\_\_\_\_  
Date  
\_\_\_\_\_

BRENTWOOD VILLAGE PROPERTY OWNERS ASSOCIATION

\_\_\_\_\_  
Date  
\_\_\_\_\_

**CITY OF WESTFIELD, INDIANA**  
**NEIGHBORHOOD VIBRANCY GRANT AGREEMENT**

This Neighborhood Vibrancy Grant Agreement (“Agreement”) is entered into by and between the City of Westfield, Indiana (“City”) and BRIDGEWATER CLUB MASTER ASSOCIATION (“HOA”) (each a “Party” and collectively “the Parties”) on this \_\_\_\_ day of \_\_\_\_\_, 2025.

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

WHEREAS, the HOA is a Indiana nonprofit corporation organized to manage and maintain common areas and enforce rules within a community, such as a condominium or subdivision, and ensure the upkeep of shared spaces and adherence to community standards, which operates within the City;

WHEREAS, the City administers a Neighborhood Vibrancy Grant Program (“NVGP”) whereby the City provides funding for unique and innovative ideas that make the community a more vibrant place to live and positively impact the quality of life in the City;

WHEREAS, Ind. Code § 36-10-2-2, Ind. Code § 36-10-2-4, Ind. Code § 36-10-2-5, and State Board of Accounts guidance provide that the City may provide aid to recreation facilities and programs, community service facilities and programs, neighborhood

centers, community centers, and civic centers, and that a written contract should document the services provided; and

WHEREAS, the City and the HOA desire to enter into this Agreement to formalize the City's grant of funds to the HOA, and responsibilities and commitments related thereto.

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions set forth herein, the City and the HOA hereby agree as follows:

Section 1. Recitals. The above Recitals are an integral part of this Agreement and are specifically incorporated herein by reference.

Section 2. Grant Agreement. The City, after review and recommendation by the NVGP Committee and approval by the Board of Public Works and Safety, agrees to a one-time grant of a total of TEN THOUSAND DOLLARS AND 00/100 (\$10,000.00) ("Grant Funds") to the HOA to assist with payments and costs related to the project described in the attached NVGP application ("Project"). The Grant Funds shall be used only in accordance with the terms of this Agreement.

Section 3. Obligations of the HOA. The HOA agrees that the Project must be completed within one (1) year of receipt of the Grant Funds. The HOA agrees to use any and all Grant Funds from the City only towards the cost of the Project and for no other purpose. The HOA agrees to provide the City with the following information and documentation:

- (a) A budget for the Project;
- (b) Certified copies of incorporation as a nonprofit corporation under Indiana state law;
- (c) Appropriate documentation identifying the HOA as an Indiana nonprofit corporation in good standing;
- (d) Any audits, reviews, financial statements, or compilations available describing the financial condition of the HOA;
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- (f) Other relevant documentation that the City requests.

Section 4. Non-profit Status. By executing this Agreement, the HOA hereby represents and warrants that it is a nonprofit entity in good standing.

Section 5. Use of Funds by the HOA. The Grant Funds received by the HOA pursuant to this Agreement shall be used only to assist with costs for the Project, and for no other purpose. If it is determined by the City that the Grant Funds have been misappropriated, or the HOA violates any term of this Agreement, this Agreement shall immediately be terminated and the HOA agrees to return all funds received from the City.

Section 6. Non-Exclusivity. The City and the HOA agree that the City may enter into other Grant Agreements or similar agreements, and the HOA shall not be the exclusive recipient of grants or donations from the City.

Section 7. Good Faith Cooperation. The City and the HOA agree to cooperate fully and in good faith, take additional actions, and execute additional documents as may be needed to fulfill the terms and intent of this Agreement.

Section 8. Effective Date and Term. This Agreement shall be effective upon the signing of both parties hereto, and shall be in effect until Project completion or one (1) year after the Grant Funds are awarded, which ever comes first, subject to termination pursuant to Section 5 of this Agreement. This Agreement may otherwise be terminated or extended only by a written agreement signed by authorized representatives of both the City and the HOA.

Section 9. Notices. Any notice or documentation required to be submitted pursuant to this Agreement shall be submitted in writing to the following addresses:

City of Westfield  
Attn: Community Development  
2728 E 171<sup>st</sup> Street  
Westfield, Indiana 46074

BRIDGEWATER CLUB MASTER  
ASSOCIATION  
Attn: JAMES HENDERSON  
15471 MYSTIC ROCK DRIVE  
Carmel, Indiana 46033

Section 10. Non-Discrimination. The HOA agrees that it will not discriminate against any employee or applicant for employment to be employed in the performance this Agreement or the Project, 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.

Section 11. Indemnification. The HOA shall defend, indemnify, and hold harmless the City and each 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 (1) the failure of the HOA to observe and perform any of its obligations under this Agreement and/or (2) any intentional or negligent act or omission by the HOA.

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 objection 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. Relationship of the Parties. The employees and/or agents of the City are not employees of the HOA by virtue of this Agreement, and vice versa. The HOA has no authority to assume or to create any obligation or responsibility, express or implied, on behalf of or in the name of the City, except as expressly so stated in this Agreement or a duly authorized amendment hereto.

Section 15. Counsel and Understanding. Each Party warrants that: (a) it is represented by competent counsel with respect to this Agreement and all matters covered by it, or has waived the right to be so represented; (b) it has been fully advised by said counsel with respect to its rights and obligations and with respect to the execution of this Agreement or has waived the right to be so advised; and (c) it fully understands this Agreement and the effect of signing and executing it.

Section 16. Amendment. This Agreement may not be altered, amended, modified, or otherwise changed in any respect whatsoever except by a writing duly executed by an authorized representative of each of the Parties.

Section 17. Entire Agreement. This Agreement shall constitute the entire agreement between the parties with respect to the subject matter herein, and there are no other terms, statements, obligations, or representations, oral or otherwise, of any nature whatsoever. This Agreement, along with all exhibits, attachments, or other documents

incorporated herein by reference, constitutes the entire agreement by and between the Parties and supersedes and replaces all prior negotiations, proposed agreement or agreements, written or oral, related to this Agreement or the matters addressed herein.

Section 18. Assignment. No Party hereto may assign or otherwise transfer this Agreement or any of its rights and obligations hereunder to any third party.

Section 19. Waiver. The failure of a Party to require performance of any provision shall not affect that Party's right to require performance at any time thereafter, nor shall 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 20. Construction. The language of this Agreement shall be construed as a whole, according to its fair meaning and intent, and not strictly for or against any Party, regardless of who drafted or was principally responsible for drafting this Agreement or any specific term, provision, or condition. This Agreement is hereby deemed to have been drafted by all the Parties, and no Party shall urge otherwise.

Section 21. Warranty. Each Party represents and warrants that it has the full power and authority to enter into this Agreement and to perform all transactions, duties and obligations contained herein. Each signatory to this Agreement who signs on behalf of a Party represents and warrants that he or she has the authority to sign on behalf of that Party.

Section 22. Non-Appropriation. The Parties acknowledge that the City is a governmental entity whose funds are subject to appropriation by its fiscal body. Therefore, if the City's fiscal body should fail to appropriate the Grant Funds, this Agreement will become null and void. The City shall not be obligated to perform unless and until sufficient funds are appropriated.

Section 23. Counterparts. This Agreement may be executed in counterparts.

CITY OF WESTFIELD, INDIANA

\_\_\_\_\_  
Date  
\_\_\_\_\_

BRIDGEWATER CLUB MASTER ASSOCIATION

\_\_\_\_\_  
Date  
\_\_\_\_\_

**CITY OF WESTFIELD, INDIANA**  
**NEIGHBORHOOD VIBRANCY GRANT AGREEMENT**

This Neighborhood Vibrancy Grant Agreement (“Agreement”) is entered into by and between the City of Westfield, Indiana (“City”) and GRISTMILL VILLAS AND TRAILS Homeowners Association (“HOA”) (each a “Party” and collectively “the Parties”) on this \_\_\_\_ day of \_\_\_\_\_, 2025.

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

WHEREAS, the HOA is a Indiana nonprofit corporation organized to manage and maintain common areas and enforce rules within a community, such as a condominium or subdivision, and ensure the upkeep of shared spaces and adherence to community standards, which operates within the City;

WHEREAS, the City administers a Neighborhood Vibrancy Grant Program (“NVGP”) whereby the City provides funding for unique and innovative ideas that make the community a more vibrant place to live and positively impact the quality of life in the City;

WHEREAS, Ind. Code § 36-10-2-2, Ind. Code § 36-10-2-4, Ind. Code § 36-10-2-5, and State Board of Accounts guidance provide that the City may provide aid to recreation facilities and programs, community service facilities and programs, neighborhood

centers, community centers, and civic centers, and that a written contract should document the services provided; and

WHEREAS, the City and the HOA desire to enter into this Agreement to formalize the City's grant of funds to the HOA, and responsibilities and commitments related thereto.

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions set forth herein, the City and the HOA hereby agree as follows:

Section 1. Recitals. The above Recitals are an integral part of this Agreement and are specifically incorporated herein by reference.

Section 2. Grant Agreement. The City, after review and recommendation by the NVGP Committee and approval by the Board of Public Works and Safety, agrees to a one-time grant of a total of TEN THOUSAND DOLLARS AND 00/100 (\$10,000.00) ("Grant Funds") to the HOA to assist with payments and costs related to the project described in the attached NVGP application ("Project"). The Grant Funds shall be used only in accordance with the terms of this Agreement.

Section 3. Obligations of the HOA. The HOA agrees that the Project must be completed within one (1) year of receipt of the Grant Funds. The HOA agrees to use any and all Grant Funds from the City only towards the cost of the Project and for no other purpose. The HOA agrees to provide the City with the following information and documentation:

- (a) A budget for the Project;
- (b) Certified copies of incorporation as a nonprofit corporation under Indiana state law;
- (c) Appropriate documentation identifying the HOA as an Indiana nonprofit corporation in good standing;
- (d) Any audits, reviews, financial statements, or compilations available describing the financial condition of the HOA;
- (e) A Project end report describing how the Grant Funds were used and the impact of the dollars had on completing the Project; and
- (f) Other relevant documentation that the City requests.

Section 4. Non-profit Status. By executing this Agreement, the HOA hereby represents and warrants that it is a nonprofit entity in good standing.

Section 5. Use of Funds by the HOA. The Grant Funds received by the HOA pursuant to this Agreement shall be used only to assist with costs for the Project, and for no other purpose. If it is determined by the City that the Grant Funds have been misappropriated, or the HOA violates any term of this Agreement, this Agreement shall immediately be terminated and the HOA agrees to return all funds received from the City.

Section 6. Non-Exclusivity. The City and the HOA agree that the City may enter into other Grant Agreements or similar agreements, and the HOA shall not be the exclusive recipient of grants or donations from the City.

Section 7. Good Faith Cooperation. The City and the HOA agree to cooperate fully and in good faith, take additional actions, and execute additional documents as may be needed to fulfill the terms and intent of this Agreement.

Section 8. Effective Date and Term. This Agreement shall be effective upon the signing of both parties hereto, and shall be in effect until Project completion or one (1) year after the Grant Funds are awarded, which ever comes first, subject to termination pursuant to Section 5 of this Agreement. This Agreement may otherwise be terminated or extended only by a written agreement signed by authorized representatives of both the City and the HOA.

Section 9. Notices. Any notice or documentation required to be submitted pursuant to this Agreement shall be submitted in writing to the following addresses:

City of Westfield  
Attn: Community Development  
2728 E 171<sup>st</sup> Street  
Westfield, Indiana 46074

GRISTMILL VILLAS AND TRAILS  
Attn: RITA CONTI  
17959 SCOUT LANE  
Westfield, Indiana 46074

Section 10. Non-Discrimination. The HOA agrees that it will not discriminate against any employee or applicant for employment to be employed in the performance of this Agreement or the Project, 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.

Section 11. Indemnification. The HOA shall defend, indemnify, and hold harmless the City and each 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 (1) the failure of the HOA to observe and perform any of its obligations under this Agreement and/or (2) any intentional or negligent act or omission by the HOA.

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 objection 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. Relationship of the Parties. The employees and/or agents of the City are not employees of the HOA by virtue of this Agreement, and vice versa. The HOA has no authority to assume or to create any obligation or responsibility, express or implied, on behalf of or in the name of the City, except as expressly so stated in this Agreement or a duly authorized amendment hereto.

Section 15. Counsel and Understanding. Each Party warrants that: (a) it is represented by competent counsel with respect to this Agreement and all matters covered by it, or has waived the right to be so represented; (b) it has been fully advised by said counsel with respect to its rights and obligations and with respect to the execution of this Agreement or has waived the right to be so advised; and (c) it fully understands this Agreement and the effect of signing and executing it.

Section 16. Amendment. This Agreement may not be altered, amended, modified, or otherwise changed in any respect whatsoever except by a writing duly executed by an authorized representative of each of the Parties.

Section 17. Entire Agreement. This Agreement shall constitute the entire agreement between the parties with respect to the subject matter herein, and there are no other terms, statements, obligations, or representations, oral or otherwise, of any nature whatsoever. This Agreement, along with all exhibits, attachments, or other documents

incorporated herein by reference, constitutes the entire agreement by and between the Parties and supersedes and replaces all prior negotiations, proposed agreement or agreements, written or oral, related to this Agreement or the matters addressed herein.

Section 18. Assignment. No Party hereto may assign or otherwise transfer this Agreement or any of its rights and obligations hereunder to any third party.

Section 19. Waiver. The failure of a Party to require performance of any provision shall not affect that Party's right to require performance at any time thereafter, nor shall 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 20. Construction. The language of this Agreement shall be construed as a whole, according to its fair meaning and intentment, and not strictly for or against any Party, regardless of who drafted or was principally responsible for drafting this Agreement or any specific term, provision, or condition. This Agreement is hereby deemed to have been drafted by all the Parties, and no Party shall urge otherwise.

Section 21. Warranty. Each Party represents and warrants that it has the full power and authority to enter into this Agreement and to perform all transactions, duties and obligations contained herein. Each signatory to this Agreement who signs on behalf of a Party represents and warrants that he or she has the authority to sign on behalf of that Party.

Section 22. Non-Appropriation. The Parties acknowledge that the City is a governmental entity whose funds are subject to appropriation by its fiscal body. Therefore, if the City's fiscal body should fail to appropriate the Grant Funds, this Agreement will become null and void. The City shall not be obligated to perform unless and until sufficient funds are appropriated.

Section 23. Counterparts. This Agreement may be executed in counterparts.

CITY OF WESTFIELD, INDIANA

\_\_\_\_\_  
Date \_\_\_\_\_  
\_\_\_\_\_

GRISTMILL VILLAS AND TRAILS

\_\_\_\_\_  
Date \_\_\_\_\_  
\_\_\_\_\_

**CITY OF WESTFIELD, INDIANA**  
**NEIGHBORHOOD VIBRANCY GRANT AGREEMENT**

This Neighborhood Vibrancy Grant Agreement (“Agreement”) is entered into by and between the City of Westfield, Indiana (“City”) and KEENELAND PARK Homeowners Association (“HOA”) (each a “Party” and collectively “the Parties”) on this \_\_\_\_ day of \_\_\_\_\_, 2025.

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

WHEREAS, the HOA is a Indiana nonprofit corporation organized to manage and maintain common areas and enforce rules within a community, such as a condominium or subdivision, and ensure the upkeep of shared spaces and adherence to community standards, which operates within the City;

WHEREAS, the City administers a Neighborhood Vibrancy Grant Program (“NVGP”) whereby the City provides funding for unique and innovative ideas that make the community a more vibrant place to live and positively impact the quality of life in the City;

WHEREAS, Ind. Code § 36-10-2-2, Ind. Code § 36-10-2-4, Ind. Code § 36-10-2-5, and State Board of Accounts guidance provide that the City may provide aid to recreation facilities and programs, community service facilities and programs, neighborhood

centers, community centers, and civic centers, and that a written contract should document the services provided; and

WHEREAS, the City and the HOA desire to enter into this Agreement to formalize the City's grant of funds to the HOA, and responsibilities and commitments related thereto.

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions set forth herein, the City and the HOA hereby agree as follows:

Section 1. Recitals. The above Recitals are an integral part of this Agreement and are specifically incorporated herein by reference.

Section 2. Grant Agreement. The City, after review and recommendation by the NVGP Committee and approval by the Board of Public Works and Safety, agrees to a one-time grant of a total of EIGHT THOUSAND TWO HUNDRED THIRTY DOLLARS AND 00/100 (\$8,230.00) ("Grant Funds") to the HOA to assist with payments and costs related to the project described in the attached NVGP application ("Project"). The Grant Funds shall be used only in accordance with the terms of this Agreement.

Section 3. Obligations of the HOA. The HOA agrees that the Project must be completed within one (1) year of receipt of the Grant Funds. The HOA agrees to use any and all Grant Funds from the City only towards the cost of the Project and for no other purpose. The HOA agrees to provide the City with the following information and documentation:

- (a) A budget for the Project;
- (b) Certified copies of incorporation as a nonprofit corporation under Indiana state law;
- (c) Appropriate documentation identifying the HOA as an Indiana nonprofit corporation in good standing;
- (d) Any audits, reviews, financial statements, or compilations available describing the financial condition of the HOA;
- (e) A Project end report describing how the Grant Funds were used and the impact of the dollars had on completing the Project; and
- (f) Other relevant documentation that the City requests.

Section 4. Non-profit Status. By executing this Agreement, the HOA hereby represents and warrants that it is a nonprofit entity in good standing.

Section 5. Use of Funds by the HOA. The Grant Funds received by the HOA pursuant to this Agreement shall be used only to assist with costs for the Project, and for no other purpose. If it is determined by the City that the Grant Funds have been misappropriated, or the HOA violates any term of this Agreement, this Agreement shall immediately be terminated and the HOA agrees to return all funds received from the City.

Section 6. Non-Exclusivity. The City and the HOA agree that the City may enter into other Grant Agreements or similar agreements, and the HOA shall not be the exclusive recipient of grants or donations from the City.

Section 7. Good Faith Cooperation. The City and the HOA agree to cooperate fully and in good faith, take additional actions, and execute additional documents as may be needed to fulfill the terms and intent of this Agreement.

Section 8. Effective Date and Term. This Agreement shall be effective upon the signing of both parties hereto, and shall be in effect until Project completion or one (1) year after the Grant Funds are awarded, which ever comes first, subject to termination pursuant to Section 5 of this Agreement. This Agreement may otherwise be terminated or extended only by a written agreement signed by authorized representatives of both the City and the HOA.

Section 9. Notices. Any notice or documentation required to be submitted pursuant to this Agreement shall be submitted in writing to the following addresses:

City of Westfield  
Attn: Community Development  
2728 E 171<sup>st</sup> Street  
Westfield, Indiana 46074

KEENELAND PARK  
Attn: CAMILLE WALLWORK  
16714 BROKEN ARROW DRIVE  
Westfield, Indiana 46074

Section 10. Non-Discrimination. The HOA agrees that it will not discriminate against any employee or applicant for employment to be employed in the performance of this Agreement or the Project, 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.

Section 11. Indemnification. The HOA shall defend, indemnify, and hold harmless the City and each 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 (1) the failure of the HOA to observe and perform any of its obligations under this Agreement and/or (2) any intentional or negligent act or omission by the HOA.

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 objection 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. Relationship of the Parties. The employees and/or agents of the City are not employees of the HOA by virtue of this Agreement, and vice versa. The HOA has no authority to assume or to create any obligation or responsibility, express or implied, on behalf of or in the name of the City, except as expressly so stated in this Agreement or a duly authorized amendment hereto.

Section 15. Counsel and Understanding. Each Party warrants that: (a) it is represented by competent counsel with respect to this Agreement and all matters covered by it, or has waived the right to be so represented; (b) it has been fully advised by said counsel with respect to its rights and obligations and with respect to the execution of this Agreement or has waived the right to be so advised; and (c) it fully understands this Agreement and the effect of signing and executing it.

Section 16. Amendment. This Agreement may not be altered, amended, modified, or otherwise changed in any respect whatsoever except by a writing duly executed by an authorized representative of each of the Parties.

Section 17. Entire Agreement. This Agreement shall constitute the entire agreement between the parties with respect to the subject matter herein, and there are no other terms, statements, obligations, or representations, oral or otherwise, of any nature whatsoever. This Agreement, along with all exhibits, attachments, or other documents

incorporated herein by reference, constitutes the entire agreement by and between the Parties and supersedes and replaces all prior negotiations, proposed agreement or agreements, written or oral, related to this Agreement or the matters addressed herein.

Section 18. Assignment. No Party hereto may assign or otherwise transfer this Agreement or any of its rights and obligations hereunder to any third party.

Section 19. Waiver. The failure of a Party to require performance of any provision shall not affect that Party's right to require performance at any time thereafter, nor shall 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 20. 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, regardless of who drafted or was principally responsible for drafting this Agreement or any specific term, provision, or condition. This Agreement is hereby deemed to have been drafted by all the Parties, and no Party shall urge otherwise.

Section 21. Warranty. Each Party represents and warrants that it has the full power and authority to enter into this Agreement and to perform all transactions, duties and obligations contained herein. Each signatory to this Agreement who signs on behalf of a Party represents and warrants that he or she has the authority to sign on behalf of that Party.

Section 22. Non-Appropriation. The Parties acknowledge that the City is a governmental entity whose funds are subject to appropriation by its fiscal body. Therefore, if the City's fiscal body should fail to appropriate the Grant Funds, this Agreement will become null and void. The City shall not be obligated to perform unless and until sufficient funds are appropriated.

Section 23. Counterparts. This Agreement may be executed in counterparts.

CITY OF WESTFIELD, INDIANA

\_\_\_\_\_  
Date  
\_\_\_\_\_

KEENELAND PARK

\_\_\_\_\_  
Date  
\_\_\_\_\_

**CITY OF WESTFIELD, INDIANA**  
**NEIGHBORHOOD VIBRANCY GRANT AGREEMENT**

This Neighborhood Vibrancy Grant Agreement (“Agreement”) is entered into by and between the City of Westfield, Indiana (“City”) and VILLAGES OF OAK MANOR Homeowners Association (“HOA”) (each a “Party” and collectively “the Parties”) on this \_\_\_\_ day of \_\_\_\_\_, 2025.

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

WHEREAS, the HOA is a Indiana nonprofit corporation organized to manage and maintain common areas and enforce rules within a community, such as a condominium or subdivision, and ensure the upkeep of shared spaces and adherence to community standards, which operates within the City;

WHEREAS, the City administers a Neighborhood Vibrancy Grant Program (“NVGP”) whereby the City provides funding for unique and innovative ideas that make the community a more vibrant place to live and positively impact the quality of life in the City;

WHEREAS, Ind. Code § 36-10-2-2, Ind. Code § 36-10-2-4, Ind. Code § 36-10-2-5, and State Board of Accounts guidance provide that the City may provide aid to recreation facilities and programs, community service facilities and programs, neighborhood

centers, community centers, and civic centers, and that a written contract should document the services provided; and

WHEREAS, the City and the HOA desire to enter into this Agreement to formalize the City's grant of funds to the HOA, and responsibilities and commitments related thereto.

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions set forth herein, the City and the HOA hereby agree as follows:

Section 1. Recitals. The above Recitals are an integral part of this Agreement and are specifically incorporated herein by reference.

Section 2. Grant Agreement. The City, after review and recommendation by the NVGP Committee and approval by the Board of Public Works and Safety, agrees to a one-time grant of a total of TEN THOUSAND DOLLARS AND 00/100 (\$10,000.00) ("Grant Funds") to the HOA to assist with payments and costs related to the project described in the attached NVGP application ("Project"). The Grant Funds shall be used only in accordance with the terms of this Agreement.

Section 3. Obligations of the HOA. The HOA agrees that the Project must be completed within one (1) year of receipt of the Grant Funds. The HOA agrees to use any and all Grant Funds from the City only towards the cost of the Project and for no other purpose. The HOA agrees to provide the City with the following information and documentation:

- (a) A budget for the Project;
- (b) Certified copies of incorporation as a nonprofit corporation under Indiana state law;
- (c) Appropriate documentation identifying the HOA as an Indiana nonprofit corporation in good standing;
- (d) Any audits, reviews, financial statements, or compilations available describing the financial condition of the HOA;
- (e) A Project end report describing how the Grant Funds were used and the impact of the dollars had on completing the Project; and
- (f) Other relevant documentation that the City requests.

Section 4. Non-profit Status. By executing this Agreement, the HOA hereby represents and warrants that it is a nonprofit entity in good standing.

Section 5. Use of Funds by the HOA. The Grant Funds received by the HOA pursuant to this Agreement shall be used only to assist with costs for the Project, and for no other purpose. If it is determined by the City that the Grant Funds have been misappropriated, or the HOA violates any term of this Agreement, this Agreement shall immediately be terminated and the HOA agrees to return all funds received from the City.

Section 6. Non-Exclusivity. The City and the HOA agree that the City may enter into other Grant Agreements or similar agreements, and the HOA shall not be the exclusive recipient of grants or donations from the City.

Section 7. Good Faith Cooperation. The City and the HOA agree to cooperate fully and in good faith, take additional actions, and execute additional documents as may be needed to fulfill the terms and intent of this Agreement.

Section 8. Effective Date and Term. This Agreement shall be effective upon the signing of both parties hereto, and shall be in effect until Project completion or one (1) year after the Grant Funds are awarded, which ever comes first, subject to termination pursuant to Section 5 of this Agreement. This Agreement may otherwise be terminated or extended only by a written agreement signed by authorized representatives of both the City and the HOA.

Section 9. Notices. Any notice or documentation required to be submitted pursuant to this Agreement shall be submitted in writing to the following addresses:

City of Westfield  
Attn: Community Development  
2728 E 171<sup>st</sup> Street  
Westfield, Indiana 46074

VILLAGES OF OAK MANOR  
Attn: BEN STUDEBAKER  
17368 DOVEHOUSE LANE  
Westfield, Indiana 46074

Section 10. Non-Discrimination. The HOA agrees that it will not discriminate against any employee or applicant for employment to be employed in the performance of this Agreement or the Project, 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.

Section 11. Indemnification. The HOA shall defend, indemnify, and hold harmless the City and each 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 (1) the failure of the HOA to observe and perform any of its obligations under this Agreement and/or (2) any intentional or negligent act or omission by the HOA.

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 objection 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. Relationship of the Parties. The employees and/or agents of the City are not employees of the HOA by virtue of this Agreement, and vice versa. The HOA has no authority to assume or to create any obligation or responsibility, express or implied, on behalf of or in the name of the City, except as expressly so stated in this Agreement or a duly authorized amendment hereto.

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Section 16. Amendment. This Agreement may not be altered, amended, modified, or otherwise changed in any respect whatsoever except by a writing duly executed by an authorized representative of each of the Parties.

Section 17. Entire Agreement. This Agreement shall constitute the entire agreement between the parties with respect to the subject matter herein, and there are no other terms, statements, obligations, or representations, oral or otherwise, of any nature whatsoever. This Agreement, along with all exhibits, attachments, or other documents

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Section 18. Assignment. No Party hereto may assign or otherwise transfer this Agreement or any of its rights and obligations hereunder to any third party.

Section 19. Waiver. The failure of a Party to require performance of any provision shall not affect that Party's right to require performance at any time thereafter, nor shall 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 20. Construction. The language of this Agreement shall be construed as a whole, according to its fair meaning and intent, and not strictly for or against any Party, regardless of who drafted or was principally responsible for drafting this Agreement or any specific term, provision, or condition. This Agreement is hereby deemed to have been drafted by all the Parties, and no Party shall urge otherwise.

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Section 23. Counterparts. This Agreement may be executed in counterparts.

CITY OF WESTFIELD, INDIANA

\_\_\_\_\_  
Date  
\_\_\_\_\_

VILLAGES OF OAK MANOR

\_\_\_\_\_  
Date  
\_\_\_\_\_

Signworks, Inc.  
 5370 West 84th Street Indianapolis, Indiana 46268  
 ap@signworksthinks.com  
 (317) 872-8722

SignworksThinks.com



**SIGNWORKS**  
 SignworksThinks.com  
 317/872 8722

# Quote 12313

146th Street Gateway Bridge Signage -  
 Refurbishment

SALES REP INFO  
 Andy Chapman  
 andy@signworksthinks.com

QUOTE DATE  
 09/04/2025  
 QUOTE EXPIRY  
 DATE  
 09/18/2025  
 TERMS  
 Net 30

REQUESTED BY  
 City of Westfield  
 2728 E. 171ST Street  
 Westfield, IN 46074

INSTALL ADDRESS  
 Gateway  
 146th Street, and North Meridian  
 Westfield, IN 46074

CONTACT INFO  
 Jeremy Lollar  
 jlollar@westfield.in.gov

#	ITEM	QTY	UOM	U.PRICE	TOTAL (EXCL. TAX)	TAXABLE
1	<b>Illuminated Sports Icons</b> Alteration of existing Illuminated Sports Icon cabinets to include: - Removal of (5) Icon Cabinets and fabricated support structures from bridge. - Rebuild cabinets at 56W x 48"H x 7"D. - Clean and repaint cabinets. - Sandblast and powder coat paint multi-piece bridge support hangers. - Fabricate new clear polycarbonate faces per customer approved art. - Supply and install new white LED lights and provide new power supplies for each. - Provide new galvanized hardware for all support hangers. - Installation of altered signs and refurbished sign supports. (See labor prices below)	1	Unit	\$17,896.00	\$17,896.00	N
2	<b>Home of Grand Park - Sign Supports</b> Sign support refurbishment to include: - Removal of channel letters and fabricated support structures from bridge. - Sandblast and powder coat paint multi-piece sign support hangers. - Provide new galvanized hardware for all support hangers. - Installation of channel letters on refurbished sign supports. (See labor prices below)	1	Unit	\$3,500.00	\$3,500.00	N
3	<b>Traffic Control</b> Provide, labor, equipment, coordination, traffic control plan and permitting with INDOT for traffic control. This price includes (2) mobilizations with traffic control.	1	Unit	\$31,522.96	\$31,522.96	N
4	<b>Removal/Installation</b> Provide equipment and labor for removal of illuminated signs and support hangers, then return trip to reinstall refurbished signs.	1	Unit	\$19,140.00	\$19,140.00	N

**Please make all checks payable to: Signworks.**

This Proposal may be withdrawn if not accepted within 14 days. By signing, Client accepts the Proposal for the Project and agrees to these terms and any addendums, exhibits, and attachments. There is a required deposit as specified and the balance is due in full on the day of installation unless prior and mutually agreed arrangements were made, in writing. In either case, interest will incur 1.75% per month beginning on the installation date. Payments made in person or over the phone are subject to a convenience fee of 3.5% of the total amount due, unless other arrangements are made at the time of sale or in advance. All products, services, signs, artwork, concepts, and sketches remain the exclusive property of Signworks, Inc. until purchased. The Client acknowledges that the Design Work and other documents prepared by the Company for this Project are instruments of professional services for use solely with respect to this Project and, unless otherwise provided, the Company shall be deemed the author of these documents and shall retain all common law, statutory, and other reserved rights, including the copyright. Any additional uses will require separate pricing. The Company will grant the Client a limited license to use the documents for completion of the current Project and for information and reference in connection with the Client's use and occupancy of the completed Project. The Company's Design Work and other documents shall not be used by the Client, or others on other projects or for additions to this Project, except by agreement in writing with the Company. The rights granted to Client are for usage of the Final Works in their original form only. Client may not crop, distort, manipulate, reconfigure, mimic, animate, edit, extract portions, intentionally alter the color of the Final Works, or otherwise create derivative works based on the Final Works. Upon completion of the Services, and expressly conditioned upon full payment of all fees and costs due, the Company grants to Client limited usage rights in the Final Works as set forth above. The Company retains all proprietary rights, including property ownership, intellectual property rights and Copyrights, in and to all Preliminary Works and Working Files, and Client shall return all Preliminary Works and Working Files in Client's possession upon request. The Company retains property ownership in any original artwork comprising Final Works. The Client agrees to pay all costs of collection in the event of default of payment and/or schedule of payments, including reasonable attorney fees and other collection costs. Client agrees to provide any existing art or logo files necessary for the construction of the requested Project and Services. Prices include standard time to manufacture and/or perform the scope of work under normal conditions utilizing standard materials and methods. Actual production time could differ depending on final order quantity, time submitted or other conditions. Please order and/or Schedule as far in advance as possible. A Rush Fee shall be incurred based on Client needs. The Client agrees that the Company shall not be liable for any delays in the delivery of products and services caused by any act outside the direct control of the Company including but not limited to; acts of God; adverse weather conditions, fire, tornado, wind, rain, strikes, lockouts and other labor difficulties; government controls, procedures or requirements; acts of suppliers of material or labor; acts or defaults of developers; acts or defaults of the Client. Such delays shall not serve as cause to cancel, amend or diminish any of the requirements of the Client under the terms of this Proposal. The Company does not guarantee a firm completion date and under no circumstances shall the Company be held liable in any manner for such delays or be obligated to provide or compensate the Client for said delays. The Client is responsible for any contingent signage arrangements, payments and storage space that may be needed as a result of any delays. Pricing is based on the Entire Combined Scope presented and are quantity dependent. Set up charges, if applicable, unless specified, are not included. Client requests for additional services such as storage, removal, proofs, plotting, engineering, wind load calculations, design, revisions, overnight shipping, and/or powder coating, will be billed depending on the Scope of Work. Any changes made during the shop drawing, submittal, or engineering phase may result in additional charges. Client will be billed on a time and material basis for any changes in scope. This includes the project not being ready when our team members are scheduled to be on site. Additional Reimbursable Travel Charges will be incurred if there are additional client requested, client required, and/or unplanned or irregular trips due to circumstances beyond our control. In the event that we are contracted to install sign products, and undisclosed, unknown, unforeseen, or unusual digging and/or mounting, installing, fastening, or hanging conditions are encountered, including conditions discovered or resulting from the removal of any existing signage or other materials, this contract is binding; however, an additional cost based on labor and materials, may be added to the above cost estimate. Sign and/or Graphic removal is considered a change in scope unless specifically itemized and provided, however unknown conditions are still considered a scope change. Client acknowledges and understands that any amount on this quotation for Permits and for Sales, Use or Privilege Taxes is merely an estimate and is subject to change at any time without notice. Sales, Use and Privilege Taxes will be calculated and charged based on the sale, installation, and delivery of the goods and services as determined by any applicable governing authorities or jurisdiction. Client accepts responsibility for and shall pay all Sales, Use, Privilege or other Third Party expenses, imposed on, in connection with, or measured by the transaction contemplated by this quotation in addition to the prices set forth on this document. Permit acquisitions, fines or fees attributable or applicable to this job are not included, nor are estimates guaranteed, and remain the responsibility of the Client. Client acknowledges and understands that all Products and Services provided are sold subject to the terms of the Express Limited Warranty Agreement, no other warranty or guarantee express or implied is applicable. We will provide a Certificate of Insurance upon request. The Company shall have the right to document, photograph or otherwise record all completed designs or installations of the Work, and to reproduce, publish and display such documentation, photographs, or records for promotional purposes, recognition of creative excellence or professional advancement, and to be credited with authorship of the Deliverables in connection with such uses. We price each project based upon acceptance of our standard terms and contract, if you submit your own contract to us we will review to make a determination of acceptance, however there may be a price increase.

<b>Subtotal:</b>	<b>\$72,058.96</b>
<b>Sales Tax (0%):</b>	<b>\$0.00</b>
<b>Total:</b>	<b>\$72,058.96</b>

**SIGNATURE:**

**DATE:**

**CONTRACT FOR GOODS AND SERVICES**

This Contract for Goods and Services (“Vendor Contract”) is made and entered into as of the 24th day of September 2025, by and between City of Westfield (“Contracting Party”) and Brandt Construction, Inc. (“Vendor”).

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each of Contracting Party and Vendor, intending to be legally bound, hereby agree as follows:

- A. **Basic Terms.** This Vendor Contract is on the following basic terms and conditions:
- (a) Goods and/or services provided by Vendor: (See Exhibit B attached hereto and made a part hereof).
  - (b) Location: 214 N Union Westfield, Indiana 46074 (the “City Property”)
  - (c) Date by which the Services shall be completed: To start October 1, 2025 and complete by December 31, 2026 (the “Completion Date”).
  - (d) Purchase Price: Two Million Three Hundred Ninety-Three Thousand Dollars and 00/100, \$2,393,000.00 (see Proposal dated 08.01.2025 - Exhibit B).
  - (e) The Contracting Party provides two payment options to vendors for payment of approved invoiced amounts. They are as follows:
    - a. Option #1: Traditional – Invoices shall be payable within forty-five (45) days following Contracting Party’s receipt and approval of an invoice at the address specified below.
    - b. Option #2: Preferred – Invoices are payable within 7 days following Contracting Party’s receipt and approval of an invoice at the address specified below if vendor accepts MasterCard.
  - (f) The Contract Documents include:
    - a. This Goods and Services agreement
    - b. “Contract and Specifications for 102 S. Union Relocation & Rehabilitation Project” dated May 29, 2025 inclusive of all sections and appendixes.
    - c. Addendum #1 Dated July 7, 2025
    - d. Addendum # 2 Dated July 22, 2025

Should there be any conflict within the Contract Documents, the most stringent shall govern.

(g) Addresses:

If to Contracting Party (other than Invoices): Invoice Address:

City of Westfield  
Department of Public Works  
Attn: Johnathon Nail  
2706 East 171<sup>st</sup> Street  
Westfield, Indiana 46074

[jnail@westfield.in.gov](mailto:jnail@westfield.in.gov) w/ CC to  
[ap@westfield.in.gov](mailto:ap@westfield.in.gov) or  
City of Westfield  
Attn: Accounts Payable  
2728 East 171<sup>st</sup> Street  
Westfield, Indiana 46074

If to Vendor:

Brandt Construction, Inc.  
330 E. Saint Joseph St.  
Indianapolis, IN 46202

B. **Contract Terms and Conditions.** This Vendor Contract is subject to the contract Terms and Conditions set forth in paragraphs 1-26 attached hereto and made a part hereof, the Project Changes, Attachment 1, and Exhibits attached hereto and made a part hereof. Parties stipulate that this agreement supersedes any and all other contracts, agreements or understandings between the Parties related to the subject matter herein is to be read strictly as the scope set forth in this agreement. The terms and conditions of prior contract(s), including but not limited to, annual support and maintenance as well as confidentiality, are not superseded by this agreement.

C. **Amendment.** No alteration, addition, deletion or modification of the Vendor Contract shall be valid or binding unless made in accordance with the contract terms and conditions set forth in this Vendor Contract.

D. **Project Changes to the Vendor Contract documents.** Project-specific changes to this Vendor Contract are set forth in Attachment 1 to this contract. The project-specific changes modify, add to and delete from the language of this Vendor Contract. Where any language of this Vendor Contract conflicts or is inconsistent with the project-specific changes, the project-specific changes shall control and govern. Where any project-specific language of this Vendor Contract conflicts or is inconsistent with other project-specific changes, the project-specific language that is most favorable to the Contracting Party shall control and govern.

### **CONTRACT TERMS AND CONDITIONS**

1. **ACKNOWLEDGMENT, ACCEPTANCE:** Vendor has read and understands this Vendor Contract, and agrees that Vendor's written acceptance or commencement of any work or service under this agreement shall constitute Vendor's acceptance of these terms and conditions.

2. **PERFORMANCE:** Vendor hereby agrees to provide all goods and services necessary to perform the requirements of this Vendor Contract and to execute its responsibilities hereunder by following and applying at all times the highest professional and technical guidelines and standards. Contracting Party reserves the right at any time to direct changes, or cause Vendor to make changes in the goods and services or to otherwise change the scope of the work covered by this Contract with a signed Change Order executed by both parties, and Vendor agrees to make such changes promptly. Any difference in price or time for performance resulting from such changes

shall be equitably adjusted by Contracting Party after receipt of documentation in such form and detail as Contracting Party may reasonably require.

3. **TIME AND PERFORMANCE:** The work and services under this Contract shall be completed no later than the Completion Date. The Vendor shall submit for Contracting Party's approval a detailed schedule for the performance of the work and services which shall include allowances for periods of time required for Contracting Party's review and approval of submissions by Vendor. Time limits established by this detailed schedule shall be consistent with the Completion Date. Time is of the essence of this Vendor Contract. If the Vendor fails to comply with Section A; Basic Terms, Paragraph c, [Completion Date], the Vendor shall be subject to any and all consequential damages unless the delays are beyond the reasonable control of the Vendor.

4. **PRICE TERMS:** All of the prices, terms and warranties granted by Vendor herein are at least as favorable to Contracting Party as those offered by Vendor to other customers purchasing similar professional services under the same material term and conditions. Vendor agrees that it will pass on to Contracting Party any discounts and/or savings for prompt payment or rebates for quantity purchasing it receives.

5. **DISCLOSURE, WARNINGS AND INSTRUCTIONS:** If requested by Contracting Party, Vendor shall furnish promptly to Contracting Party, in such form and detail as Contracting Party may direct, a list of all ingredients or components to any goods specified hereunder, including the quality or concentration thereof and any other information relating thereto. Prior to and with the delivery of any recommended goods to be purchased hereunder, Vendor agrees to furnish to Contracting Party sufficient warning and notice in writing (including appropriate labels on goods, containers and packing) of any hazardous material which is an ingredient or a party of any of the goods, together with such special handling instructions as may be necessary to advise the City of how to exercise that measure of care and precaution which will best prevent bodily injury or property damage in respect of such goods. Vendor and any subcontracted party associated with Vendor for goods and services provided by this agreement shall maintain at the job site all Material Safety Data Sheets (MSDS) for all products used on the job site. Such MSDS sheets shall be available for inspection upon request.

6. **FORCE MAJEURE:** Any delay or failure of either party to perform its obligations hereunder shall be excused if, and to the extent that it is caused by an event or occurrence beyond the reasonable control of the party and without its fault or negligence, such as, by way of example and not by way of limitation, acts of God, actions by any governmental authority (whether valid or invalid), fires, floods, windstorms, explosions, riots, natural disasters, wars, sabotage, labor problems (including lockouts, strikes and slowdowns), inability to obtain power, or court injunction; provided that written notice of such delay (including the anticipated duration of the delay) shall be given by the affected party to the other party within ten (10) days after discovery of the cause of such delay. During the period of such delay or failure to perform by Vendor, Contracting Party, at its option, may purchase goods or services from other sources and reduce its schedules to Vendor by such quantities, without liability to Vendor, or have Vendor provide the goods from other sources in quantities and at times requested by Contracting Party at the price set forth in this Contract.

7. **LIENS:** Vendor shall not cause or permit the filing of any lien related to its services. In the event any such lien is filed and Vendor fails to remove such lien of record within thirty (30) days after the filing thereof, by payment or bonding, Contracting Party shall have the right to pay such lien or obtain such bond, all at Vendor's sole cost and expense. Vendor shall indemnify and

hold harmless Contracting Party from and against any and all liability, loss, judgments, costs and expenses, including reasonable attorneys' fees, incurred by Contracting Party in connection with any such lien.

8. **DEFAULT:** In the event Vendor commits any of the following (each, a "Default"): (a) repudiates or breaches any of the terms of this Contract, including, without limitation, Vendor's representations; (b) fails to perform services or deliver goods as specified by Contracting Party; (c) fails to make progress for reasons within the Vendors control so as to endanger timely and proper completion of services, and does not correct such failure or breach within ten (10) days (or such shorter period of time if commercially reasonable under the circumstances) after receipt of written notice from Contracting Party specifying such failure or breach; or (d) becomes insolvent, files, or has filed against it, a petition in bankruptcy, for receivership or other insolvency proceeding, makes a general assignment for the benefit of credits or (if Vendor is a partnership or corporation) dissolves, Contracting Party shall have the right (1) to terminate all or any part of this Contract, without liability to Vendor; (2) to perform or obtain, upon such terms and in such manner as it deems appropriate in its sole discretion, the services which were to be provided by Vendor and Vendor shall be liable to Contracting Party for any reasonable and immitigable excess costs above the costs of this contract incurred by Contracting Party in performing or obtaining such similar services; and (3) to exercise any other right or remedy available to Contracting Party at law or in equity and except to the extent of any betterment realized by the Contracting Party.

9. **LIMITATION OF CONTRACTING PARTY'S LIABILITY:** Vendor agrees that Vendor shall look solely to Contracting Party's interest in and to the City property, including, without limitation, any management fee, if applicable, subject to prior rights of any mortgagee or ground lessee of the City property, for collection of any judgment (or other judicial process) requiring payment of money by Contracting Party in the event of default or breach by Contracting Party of any of the covenants, terms or conditions of this Contract to be observed or performed by Contracting Party, and that no other assets of Contracting Party shall be subject to levy, execution or other process for satisfaction of Vendor's remedies. Vendor shall not be liable to the mortgage or ground lessee for any claims under this contract.

10. **REQUIRED INSURANCE AND INDEMNIFICATION:**

(a) Vendor shall purchase and maintain the following insurance, with the following limits, in connection with any claims that may arise out of or result from Vendor's operations, whether performed by Vendor or anyone for whose acts Vendor may be liable:

<b>Worker's Compensation</b>	Required.
<b>Employer's Liability</b>	\$1,000,000 each accident, \$1,000,000 disease each employee, and \$1,000,000 disease policy limits.
<b>Commercial General Liability (CG0001)</b> , including Personal Injury, Premises Operations, including explosion, collapse or underground property damage hazards, including costs to repair or replace damaged work. (The Commercial General Liability Insurance may be	\$1,000,000 Per Occurrence and \$2,000,000 General Aggregate.

arranged under a single policy for the full limits required or by a combination of underlying policies with the balance provided by an Excess or Umbrella Liability Policy).	
<b>Commercial Automobile Liability</b> , including Owned, Non-Owned and Hired Car coverages.	\$1,000,000 Combined Single Limit for Bodily Injury and Property Damage.

- (b) The insurance shall be procured from companies authorized to do business in the state of Indiana. Except as otherwise expressly set forth herein, coverage shall be on an occurrence basis. All insurance procured or maintained by Vendor on which the Contracting Party is an additional insured, shall be primary. Any insurance maintained by Contracting Party shall be considered excess and non-contributory. Vendor shall permit Contracting Party to examine the actual policies upon request at the Vendor’s offices where the policy is stored.
- (c) A Certificate of Insurance acceptable to Contracting Party shall be submitted to Contracting Party prior to commencement of any work hereunder, including, without limitation, a certificate issued by the Industrial Board or other appropriate agency in the State of Indiana showing that the Worker’s Compensation and other employee benefit insurance is in full force and effect. Each insurer shall possess an A.M. Best’s rating of no less than A-VIII as of inception of this Contract. The Certificate of Insurance shall contain a provision that coverage shall not be canceled unless at least thirty (30) days’ prior written notice has been given to Contracting Party. The Certificate of Insurance shall name the Contracting Party as an additional insured with respect to all but the Worker’s Compensation, Employee Liability, and Professional Liability coverage. The additional insured endorsement shall state that coverage is afforded the additional insured as primary and non-contributory. In addition, each Certificate of Insurance shall provide that the Certificate Holder is the Contracting Party, c/o City of Westfield. Vendor shall not have earned any fees nor be due any payments hereunder unless and until such Certificate of Insurance is received by Contracting Party.
- (d) Vendor shall indemnify and hold harmless Contracting Party, and its employees from and against any and all liability, claim, damage, loss or expense (including, without limitation, court costs and reasonable attorneys’ fees) to the extent caused by any negligence of the Vendor, its employees or sub Vendors, in the performance of the services under this contract, but not to the extent arising directly out of the negligence of Contracting Party. This subparagraph (d) shall survive the expiration or termination of this Contract.
- (e) Without limiting anything set forth in this paragraph 10, the following additional insurance coverage limits are required for the professional engineering services specifically required by the scope of the contracted goods and services: \$1,000,000 per claim and \$1,000,000 general aggregate professional liability, with retroactive coverage to the earlier of date of execution of Contract and

commencement of any work and coverage for a minimum period of two (2) years after professional services completion.

- (f) If Vendor fails to maintain the insurance as set forth herein, Contracting Party may terminate this Contract immediately or, at the option of Contracting Party, Contracting Party may obtain insurance on the Vendor's behalf and offset the cost of insurance related to the contracted services against any payments due Vendor.

11. **SAFETY**: Vendor shall, related to the services hereunder, fully observe any and all known federal, state and local safety performance standards and all additional applicable laws, ordinances, rules, regulations and orders of public authorities having jurisdiction over the work area. Without limiting the foregoing, Vendor shall also comply with Contracting Party's Project Rules, a copy of which is attached hereto as Exhibit A and made a part hereof. Compliance with such standards, laws, ordinances, rules, regulations and orders shall be at the sole cost of Vendor. Violations can and/or will result in immediate corrective and disciplinary actions being taken, including, without limitation, termination of this Contract. If this Contract is terminated pursuant to this paragraph 11, Contracting Party shall not be required to make any further payments to Vendor except for conforming goods and services rendered prior to such termination. A safety representative employed by Contracting Party or an insurer may, from time to time, conduct safety inspections and submit safety findings. Vendor shall, at its expense, implement any reasonable abatement procedures recommended by such safety representative or insurer related to the contracted services.

12. **SETOFF**: In addition to any right of setoff provided by law, all amounts due Vendor shall be considered net of indebtedness of Vendor to Contracting Party, and Contracting Party may deduct any amounts due or to become due specific to the goods and services provided for the project from Vendor to Contracting Party and its affiliates and subsidiaries except those covered under the indemnification obligation from any sums due or to become due from Contracting Party to Vendor.

13. **DISPUTE RESOLUTION**: all claims, counterclaims disputes and other matters in question between the parties hereto arising out of or relating to this Contract, or breach thereof, shall be presented to non-binding mediation, subject to the parties agreeing on a mediator.

14. **ADVERTISING, PUBLICITY AND PUBLIC RELATIONS**: Vendor shall not, without first obtaining the express written consent of Contracting Party, in any manner advertise or publish the fact that Vendor has contracted to furnish Contracting Party the goods and services herein contracted, or use any trademarks or tradenames of the City's advertising, promotional materials or web sites. In the event of Vendor's breach of this provision, Contracting Party shall have the right to terminate the undelivered portion of any services covered by this Contract and shall not be required to make further payments except for conforming services rendered prior to cancellation.

15. **GOVERNMENT COMPLIANCE**: Vendor agrees to comply with all present federal, state and local laws, orders, rules, regulations, codes and ordinances which may be applicable to Vendor's performance of its obligations under this Contract, and all provisions required thereby to be included herein, are hereby incorporated by reference. Vendor agrees to indemnify and hold harmless Contracting Party from and against any loss, damage, liability, cost or

expense (including, without limitation, attorneys' fees) resulting from any violation of such laws, orders, rules, regulations, codes or ordinances by Vendor.

16. **NO IMPLIED WAIVER:** The failure of either party at any time to require performance by the other party of any provision of this Vendor Contract shall in no way affect the right to require such performance by any time thereafter, nor shall the waiver of either party of a breach of any provision of this Contract constitute a waiver of any succeeding breach of the same or any other provision.

17. **NON-ASSIGNMENT:** Vendor shall not assign or pledge this Vendor Contract whether as collateral for a loan or otherwise and shall not delegate its obligations under this Contract without Contracting Party's express written consent.

18. **RELATIONSHIP OF PARTIES:** Vendor and Contracting Party are independent contracting parties and not agents, employees, partners, joint ventures or associates of one another, and nothing in this Contract shall make either party the agent or legal representative of the other for any purpose whatsoever, nor does it grant either party any authority to assume or to create any obligation on behalf of or in the name of the other. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever. Vendor shall pay all wages and appropriate expenses of its employees, including, without limitation, all federal, state and local taxes, social security taxes and other employment or personnel taxes or assessments. Contracting Party shall not be liable for any injury (including death) to any persons, or any damages to any property incurred in connection with the performance of this Contract, to the extent caused by Vendor's fault or negligence.

19. **GOVERNING LAW:** This Contract is to be construed in accordance with and governed by the laws of the State of Indiana that includes, but not limited to Indiana Code 5-16-6, 5-16-8, 5-16-9, 5-16-13, and 5-16-14.

20. **SEVERABILITY:** If any term of this Contract is invalid or unenforceable under any statute, regulation, ordinance, or other rule of law, such term shall be deemed reformed or deleted, but only to the extent necessary to comply with such statute, regulation, ordinance, contract or rule, and the remaining provisions of this Contract shall remain in full force and effect.

21. **NOTICE:** Any notice provided for in this Contract will be sufficient if given by certified mail return receipt requested, or by reputable overnight courier service, to the party to be notified at the address specified in the Contract. If sent electronically, the notice shall be deemed to have been given upon electronic conformation of receipt. If sent by overnight courier, the notice shall be deemed to have been given one (1) day after sending. If mailed, the notice shall be deemed to have been given on the date that is three (3) business days following mailing. Either party may change its address by giving written notice thereof to the other party.

22. **TERMINATION:** Contracting Party may terminate this Contract (a) immediately, in the event of a Default by Vendor, or (b) at any time without cause upon seven (7) days' prior written notice to Vendor. In the event of such termination, Vendor shall be entitled to receive only payment for conforming goods delivered as of the date of termination and compensation for goods and services which have been accrued pro rata as of the date of termination, after deduction of all of Contracting Party's costs and expenses, including, without limitation, attorneys' fees, incurred in connection with any Default by Vendor.

23. **ENTIRE AGREEMENT:** This Vendor Contract, together with any attachments, exhibits, or supplements, specifically referenced in this Vendor Contract, constitutes the entire agreement between Vendor and Contracting Party with respect to the matters contained herein and supersedes all prior oral or written representations and agreements. This Contract may only be modified by a written instrument executed by both parties. Each signatory that executes this Agreement on behalf of the Contracting Party stipulates that they have executed this Agreement with the proper authority duly granted to bind that respective Contracting Party.

24. **OFAC COMPLIANCE:** The Office of Foreign Assets Control (OFAC) prohibits US persons from entering into transactions with individuals, groups, and entities, such as terrorists, narcotics traffickers and those engage in activities related to the proliferation of weapons of mass destruction, collectively referred to as Specially Designated Nationals (“SDN”). If the name of Vendor or any individual in a management position with Vendor is discovered on the SDN list, published by OFAC, such discovery shall constitute a material breach of this Contract. Contracting Party shall promptly notify Vendor, which shall have three (3) days in which to provide to Contracting Party clear and convincing evidence that (a) neither Vendor nor any individual in a management position with Vendor is an SDN, (b) the transaction is authorized by OFAC or (c) a statutory exemption exists that permits Contracting Party to do business with Vendor. Should Vendor fail to do so, then Contracting Party shall terminate this Contract for cause without further notice or grace period.

25. **IRCA COMPLIANCE:** The Immigration Reform and Compliance Act of 1986 (IRCA) prohibits the employment of unauthorized aliens and requires all employers to: (1) not knowingly hire or continue to employ any person not authorized to work in the United States, (2) verify the employment eligibility of every new employee (whether the employee is a U.S. citizen or an alien), and (3) not engage in discrimination against qualified workers. The Vendor shall comply with IRCA and all other applicable federal, state and local immigration laws, regulations, Executive Orders (“other immigration laws”) and by executing this Agreement, warrants that it is in full compliance with all applicable immigration laws including, but not limited to, IRCA and has used E-Verify to pre-screen job applicants and re-verify current employees. Vendor shall not be required to verify the work eligibility status of all newly hired employees of the contractor through the E-Verify program if the E-Verify program no longer exists. Vendor shall immediately remove any employee known to be an unauthorized alien. Failure to comply with IRCA or other immigration laws shall constitute a material breach of this Agreement. The Vendor shall indemnify the City of Westfield against all damages, losses and expenses, including attorneys’ fees, incurred or sustained by the City of Westfield as a result of the Vendor’s failure to comply with IRCA or other immigration law. Vendor shall include this provision in any subcontracts or subordinate agreements it enters into with respect to this Agreement. Vendor shall also sign and have notarized the Affidavit of Employee Status (Attachment 2).

26. **IRAN CERTIFICATION:** Vendor hereby certifies, in accordance with I.C. 5-22-16.5-1 et seq., to have no engagement in investment activities in Iran as defined in the above cited statute.

27. **E-VERIFY:** Pursuant to Ind. Code § 22-5-1.7-11, VENDOR, by entering into the Contract with CITY, is required to enroll in and verify the work eligibility status of all of its newly hired employees through the E-Verify program. VENDOR is not required to verify the work eligibility status of all of its newly hired employees through the E-Verify program if the E-Verify program no longer exists. VENDOR hereby states that it does not knowingly employ an

unauthorized alien. VENDOR further affirms that, prior to entering into the Contract with CITY, it will enroll in and agrees to verify the work eligibility status of all its newly hired employees through the E-Verify program.

28. **NON-DISCRIMINATION:** VENDOR agrees that it, and its subcontractors, will not discriminate against any employee or applicant for employment to be employed in the performance of this Contract, with respect to the employee's hire, tenure, terms, conditions or privileges or employment, or any matter directly or indirectly related to employment, because of the employee's race, religion, color, sex, disability, national origin, or ancestry. Breach of this covenant may be regarded as a material breach of the Contract.

EXECUTED this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

Contracting Party:

City of Westfield  
2728 East 171<sup>st</sup> Street  
Westfield, Indiana 46074

Vendor:

Brandt Construction, Inc.  
330 E. Saint Joseph St.  
Indianapolis, IN 46202

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

# EXHIBIT A

## Project Rules

**In an effort to have COMPLETE CUSTOMER SATISFACTION, we have prepared the following Project Rules. Your personnel and all subcontracted parties shall comply with these rules without exception. Failure to follow Project Rules may be grounds for project dismissal and potentially contract termination. Following these rules will help us collectively acquire COMPLETE CUSTOMER SATISFACTION.**

### SITE ACCESS

- ❑ General: Vendor/Contractor (“Contractor”) shall have limited use of Project site for construction operations as indicated on Drawings by the Contract limits.
- ❑ Use of Site: Limit use of Project site to areas within the Contract limits indicated. Do not disturb portions of Project site beyond areas in which the Work is indicated.
- ❑ Driveways, Walkways and Entrances: Keep driveways, loading areas, and entrances serving premises clear and available to City, City's employees, and emergency vehicles at all times. Do not use these areas for parking or storage of materials.
- ❑ Schedule deliveries to minimize use of driveways and entrances by construction operations and reduce space and time requirements for storage of materials and equipment on-site.
- ❑ Restricted Site Access: The only egress point to and from the Project area shall be as dictated by the City or authorized City’s representative. Coordinate work activities in advance.
- ❑ All construction personnel will be required to have photo identification with them at all times on the project. All construction personnel shall also carry Vendor identification with them or wear hardhats with company logo and the employee’s name visible to determine their site permissions.
- ❑ Noise, Vibration, and Odors: Coordinate operations that may result in high levels of noise, vibration, odors, or other disruption to occupied areas of the Project, as applicable.
- ❑ Notify City(s) not less than five days in advance of proposed disruptive operations. Obtain City(s) written permission before proceeding with disruptive operations.
- ❑ Perform work with least possible disturbance to occupants of existing facilities.
- ❑ Contractor shall seek approval from City or City representative before beginning any work outside of the approved project limits or area.
- ❑ Prior to commencing the Work, the Contractor shall tour the Project site to **examine and record** any existing damage to adjacent site or building improvements to serve as a basis for determination of subsequent damage due to Contractor's operations. Contractor shall submit such report to the City prior to commencing work.

### LIMITED CITY OCUPANCY (If Applicable)

- ❑ The City and its partners intend to occupy parts of the Project immediately upon completion and when safe access is available. Your work must be coordinated in advance to limit the exposure of construction activities to occupants of the Project.
- ❑ Before limited City occupancy of any building, the mechanical and electrical systems shall be fully operational, and required tests and inspections shall be successfully completed. On occupancy, City will operate and maintain mechanical and electrical systems serving occupied portions of Work.

- ❑ On occupancy, City will assume responsibility for maintenance and custodial service for occupied portions of Work.

#### MATERIAL MANAGEMENT PLAN

- ❑ Contractors shall prepare a Site Utilization Plan to be submitted to the City for review and approval.
- ❑ The site use plan shall include but not be limited to the following items:
  - Material storage areas (identify material and ownership).
  - Equipment compounds.
  - Temporary utilities required
  - Trash and waste containers required for environmental disposal of waste.
  - Any other specific items requiring coordination with the City, Project partners or other trade contractors.
- ❑ Safe and protected storage of materials and equipment of the Contractor is the responsibility of the Contractor. All materials stored by the Contractor on the site are to be protected in a manner to not jeopardize their warranty or quality of material finish.

#### CLEAN UP

- ❑ During the progress of the Work, the Contractor shall keep the site and other areas free from accumulation of waste materials, rubbish and other debris, as provided in the contract. Removal and disposal of such waste materials, rubbish, and other debris shall conform to applicable Laws and Regulations in the most environmentally sensitive manner possible. Burial of waste materials, rubbish, and other debris on the site is strictly prohibited.
- ❑ Contractor shall provide daily cleaning of their work areas including sweeping and trash/debris/rubbish removal. Contractor shall be responsible for moving trash to the designated refuse areas for disposal by others.
- ❑ At no time shall a contractor block an egress path without the expressed consent of the City or authorized City representative.
- ❑ At the completion of the Work, the Contractor shall remove from the site all tools, appliances, construction equipment, machinery, trailers, and temporary structures/utilities that they erected as well as surplus materials, rubbish and trash.

#### WORK HOURS

- ❑ It is the expectation of City that ALL Contractors and subcontractors limit work to normal business working hours, Monday through Friday, unless otherwise required or approved in advance by City.
- ❑ The Work of this Project shall be accomplished during normal working hours and days. Contractors planning to work on weekends or observed holidays must schedule with the authorized Owner agent, no later than 48 hours prior to the anticipated work day.
- ❑ Normal working hours and days are defined as:
  - Mondays through Fridays, 7:00 a.m. to 6:00 p.m. (typical)
  - Weekends (Saturday and Sunday), as scheduled and approved in advance by the City.
  - No work shall be performed on days of normal observance of the following holidays:
    - New Year's Day
    - Memorial Day
    - Independence Day
    - Labor Day
    - Thanksgiving Day and the Friday following
    - Christmas Day

- ❑ Requests for work on non-normal work days or outside the defined normal working hours of this project, does not constitute an approval of said request and may need to be rescheduled to provide adequate security and supervision as required by Contract.
- ❑ No use of power actuated tools or hammer drills is permitted at an occupied City building or adjacent to private residence and/or business between the hours of 7:00 AM and 5:00 PM, or as directed by City officials

#### PUBLIC ACCESS AND SAFETY

- ❑ Contractor is responsible to provide all safety measures required and implied as necessary to protect all persons on the Project site and all persons and public adjacent to their construction zones. It is not the responsibility of the City to specify measures to be taken.
- ❑ Comply with applicable safety and security regulations of all authorities having jurisdiction. These regulations set forth minimum requirements. Contractor shall not reduce his normal safety provisions or ignore safety regulations required by other authorities having jurisdiction where other requirements are more stringent.
- ❑ The Contractor shall provide, for coordination, and information, all material safety data sheets or other hazard communication information required to be made available to or exchanged between or among employers at the Site in accordance with Laws or Regulations. Contractors must provide updated and current information as it becomes available.
- ❑ In the case of an emergency affecting the safety or protection of persons or the Work or property at the Site or adjacent areas, the Contractor shall act to prevent threat of damage, injury, or loss. The Contractor shall immediately notify the City. Within 24 hours the Contractor shall provide written notification and documentation of the event, indicating if he believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby or are required as a result thereof.
- ❑ The Contractor shall designate a qualified, experienced safety representative at the Site.

#### SITE DECORUM

- ❑ Contractor and subcontracted employees shall conduct themselves in a professional manner in all areas of the City.
- ❑ Refrain from contact with the general public. When this cannot be avoided, Contractor's and the subcontractor's employees are to be courteous at all times.
- ❑ Proper work attire shall be required at all times on the Project. In addition to the required personal protective devices and attire required to perform work safely, all site workers are to wear clothing appropriate for the work that they are performing. Clothing with inappropriate language or pictures are strictly forbidden.
- ❑ Contractor shall control the conduct of its employees so as to prevent unwanted interaction initiated by Contractor's employees with City/Project personnel, public, other contractors and their employees, or other individuals, in the vicinity of the project site. In the event that any Contractor employee initiates such unwanted interaction, or utilizes profanity, Contractor shall, either upon request of the City or on its own initiative, replace said employee with another of equivalent technical skill, at no additional cost to the City.
- ❑ No radios, other than two-way communication type, will be allowed on the Project site.
- ❑ Smoking or the use of any tobacco products (including chew and snuff) is **NOT ALLOWED** on the Project or any City-owned properties.
- ❑ Water is allowed in Project buildings however ALL other beverages and food are only permitted in designated break areas.
- ❑ Use of any controlled substances on City's property is not permitted.

- ❑ No alcoholic beverages, illegal drugs, controlled substances or firearms of any kind are permitted on the construction site. Any persons found on the site with such in their possession will be escorted from the premises and not permitted to return.
- ❑ Fighting and horseplay on the project site are absolutely forbidden. Participants in fights will be escorted from the premises and not permitted to return.

#### PARKING

- ❑ Project parking is allowed at designated areas of the Project.
- ❑ Personal vehicles are to remain in provided parking areas.
- ❑ Only approved company work vehicles are allowed on the project site. This effort is dictated to prevent damage to site and other improvements and promote a safe project by minimizing project congestion.
- ❑ For Construction **LOADING AND UNLOADING ONLY**:
  - Contractors shall be allowed to deliver daily equipment and materials to the Project construction areas so as long that they minimize the impact and risk of damage to existing site and project improvements.
  - Delivery of materials, equipment and products associated with the completion of your scope of work must be coordinated in advance.

#### UTILITY COORDINATION

- ❑ All excavations shall be completed in accordance with City and OSHA standards. Due to the amount of public and private utilities in and around Grand Park, all excavations must utilize a hydro-vac when area of disruption is appropriately sized.
- ❑ Limit construction operations to those methods and procedures which will not adversely and unduly affect the working environment of City's occupied spaces, including noise, dust, odors, air pollution, ambient discomfort, poor lighting, hazards and other undesirable effects and conditions.
- ❑ Notify the City one week in advance of construction activities which will impact the occupancy and use of adjacent areas.
- ❑ Do not interrupt power, lighting, plumbing, telephone and HVAC services to occupied areas. Interruptions must be scheduled a minimum of two days in advance, receive City's approval, and be made known to users of the area a minimum of 24 hours in advance of the actual interruption.
- ❑ Contractor to connect to temporary utilities as designated by the contract documents or by the City. The Contractor will be responsible for installing and removing all temporary utilities, unless directed otherwise.
- ❑ Contractor shall be responsible for site drainage and maintaining erosion control as required.

#### USE OF ROADWAYS AND PATHS

- ❑ Comply with limitations on use of public streets and with other requirements of authorities having jurisdiction.
- ❑ Use of the City Park paths or perimeter trails, including those at Grand Park, is discouraged but we understand that in many cases cannot be avoided. Please coordinate in advance any vehicle or equipment size and weight with the City prior to mobilizing on site.
- ❑ Where materials are transported in the performance of this Work, do not load vehicles beyond the capacity recommended by the manufacturer of the vehicles or prescribed by any applicable state or local law or regulation.

- ❑ Provide protection against damage whenever it is necessary to cross existing paths, sidewalks, curbs, and gutters on the City project. Repair and make good at the expense of Contractor all damages thereto, including damage to existing utilities and paving, arising from the operations under the Contract.
- ❑ Access onto any athletic field at Sports Campus at Grand Park or onto any City owned property with irrigation installed is strongly discouraged. Contractor shall protect all playing surfaces and site utilities that could be compromised by the construction activities of the Contractor.
- ❑ Truck staging is not allowed on any City street surrounding the Project.
- ❑ Promptly clean all public right-of-ways should dirt or other debris from site be deposited on roads and streets by the Contractor or vehicles used to deliver or conduct the scope of this agreement.
- ❑ It is the responsibility of ALL Contractors to provide flag person(s) at pedestrian crossings of construction equipment at right of ways or pedestrian paths one hundred percent of the time such equipment is operating.

#### TRAFFIC CONTROL

- ❑ Provide temporary traffic control barriers to ensure safety of all persons and property.
- ❑ Contractor shall provide all flag person(s) necessary to maintain vehicular and pedestrian traffic affected by deliveries and work performed under their scope. All flag person(s) shall be certified through the union hall or other body having the authority to provide this training.
- ❑ Contractor shall provide traffic control for vehicular traffic leaving and entering the site.

#### CRANES & HOISTING

- ❑ All hoisting and cranes required to perform the scope of your work is the responsibility of the Contractor to install, provide and operate in accordance with all safety regulations of the authorities having jurisdiction. This includes all temporary hoisting required by job conditions for the installation of materials and equipment.

#### TEMPORARY SHORING AND BRACING

- ❑ Provide temporary shoring and bracing as required for execution of the Work. ALL shoring and bracing shall be engineered by the Contractor and comply with safety regulations of authorities having jurisdiction.

#### TEMPORARY BARRICADES

- ❑ Provide temporary barricades as necessary for the execution of the work. Maintain barricades in a clean and neat condition until no longer required and removal is approved or requested.
- ❑ Provide temporary barriers or partitions as required to protect any project workers or the general public from injury due to work of this project, and to protect adjacent areas of the project from spread of dust or dirt.
- ❑ When Work involves modification to an existing egress corridor within an existing building, the Contractor shall provide temporary barricades as necessary, constructed in a manner that maintains the fire resistive integrity of the affected corridor(s). Construction and placement of the barricades shall be approved by the City project representative and the authority having jurisdiction.

#### CONSTRUCTION SIGNAGE

- ❑ Advertising Signage: The use of Contractor/subcontractor advertising signage is strictly prohibited.
- ❑ No ground-mounted signage is allowed on the project site without the expressed written consent of the City.

- ❑ Signage is authorized on construction trailers and corporate-owned equipment and vehicles. Such signage cannot exceed 6' by 4' (24 square feet) in size. Trailers in violation shall be removed from the site by the Contractor and the Contractor shall have the site storage privileges revoked
- ❑ Signage to be fabricated from new materials and constructed from materials able to withstand construction use/abuse and exposure based upon its proposed installation location for its intended use.
- ❑ Project Specific Signage:
  - ALL signage shall be as approved by the City and the authority having jurisdiction.
  - All employee personnel informational signage shall be bilingual (English and Spanish) as requested by the City.
  - All project specific signage shall include the City logo and project name incorporated into the design of each sign for the project.

#### TEMPORARY FACILITIES

- ❑ Erect and maintain, for duration of operations and in locations as approved, suitable temporary office facilities as required for Contractor's administration of the Work. Provide necessary sheds and facilities for the storage of tools, materials, and equipment employed in the performance of the Work. Temporary buildings shall be watertight with raised solid floors, solid sheathed and composition roofs, and adequately glazed and screened windows for light and ventilation. Temporary buildings shall be painted colors as approved. Contractor shall furnish daily janitorial service in the trailer. Provide stairs and handicapped ramp per code.

#### RUBBER TIRED EQUIPMENT

- ❑ Where carts, hand trucks, wheelbarrows, and similar wheeled conveyances are used in interior spaces or on finished surfaces (including synthetic turf fields) on or in any portions of any structure, equipment shall be equipped with pneumatic tires or other tire approved by the City.

#### REMOVAL OF TEMPORARY FACILITIES

- ❑ Temporary facilities, barricades, utilities and other construction of temporary nature shall be removed from the Project site as soon as the progress of the work will permit in the opinion of the City; and the portions of the Project site and building occupied by same shall be reconditioned and restored to original condition.
- ❑ Legally dispose of all debris resulting from removal and reconditioning operations.

#### VIOLATIONS

- ❑ Any violator of site restrictions will be subject to removal from the site, with recourse for schedule or cost impact.

#### GENERAL SAFETY PRECAUTIONS

- ❑ Safe working practices shall be observed at **all times**. The safety of your employees, the buildings and the work site is considered to be paramount. All work shall be conducted and completed by the guidelines set forth by the Federal, Local and State Authorities.
- ❑ The City of Westfield is a "Safe City". Any worker or person on a jobsite shall have 100% protection as defined by OSHA for the hazards that they may be exposed. This includes but is not limited to 100% eye protection, hard hat and hi-visibility vest at all times when on-site.
- ❑ Proper gloves are to be used to limit abrasions and cuts. Hearing protection shall be accessible to employees and used whenever exposed to noises that require such protective devices.

- ❑ Fall protection shall be worn, observed or employed when working at a height greater than 6' unless approved in writing by the City and OSHA/IOSHA. This fall protection directive is to be used at all times and includes activities utilizing articulating boom lifts, scissors lifts, ladders, scaffolding and any other activity where workers are exposed to a fall and shall comply with the provisions of OSHA and IOSHA.
- ❑ Any and all "Hot Work" shall have an appropriate fire extinguisher immediately accessible and be pre-approved by the City officials.
- ❑ All electrical service shall be properly protected with a GFCI, including the use of extension cords on permanent power.
- ❑ Eye protection shall be worn at all times when cutting, grinding, chipping, drilling or using power actuated tools.
- ❑ Safety manuals and MSDS sheets must be turned in to the assigned City representative prior to commencing work on site. These manuals are still to be maintained by the Contractor on site for use and reference by any authority having jurisdiction.
- ❑ The City of Westfield is a "Safe City". In the event of an accident or near-miss, the employees involved may be required to perform a drug and alcohol screening prior to being able to continue working on site.

**Non-compliance with the foregoing Project Rules shall result in disciplinary procedures up to and including removal from the project and termination of your contract.**

# **EXHIBIT B**

**See attached Proposal dated 08.01.2025**

**SECTION 3**

PROPOSAL

CITY OF WESTFIELD, INDIANA

**102 S. Union Relocation & Rehabilitation**

To: Westfield Public Works  
2706 E. 171<sup>st</sup> Street  
Westfield, Indiana 46074

Pursuant to the published "Advertisement for Bids", the undersigned has investigated the conditions affecting the cost of the proposed **102 S. Union Relocation and Rehabilitation** project and having examined the site and understanding the requirements set forth in the Contract Documents, hereby proposes to provide and furnish all labor, materials, tools, equipment and all utility and transportation services necessary to perform and complete, in a workmanlike manner, all the above work as required by said Contract Documents, including any and all addenda now on file in the Westfield Public Works office, City of Westfield, Indiana.

**Project generally includes rehabilitation and renovation of the commercial structure located at approximately 102 South Union, Westfield, Indiana, once moved to its new location at 214 North Union Street, Westfield, Indiana. The project includes site preparation, utility extensions to the site, new foundations, structural stabilization and improvements, building rehabilitation, construction of a rear addition, new mechanical, electrical and plumbing systems, R-13 fire suppression, and other site and building improvements for the building's mixed use as commercial with second floor single apartment unit and basement. The Owner has contracted with Wolfe Building Movers for the structure relocation work, but coordination with the building move contractor will be required.**

The project will be awarded to the lowest and most responsible qualified bidder based on the combined total base bid plus any accepted alternates as selected by the Owner.

The undersigned proposes to furnish all work for the construction of the **102 S. Union Relocation and Rehabilitation Project**, including all labor, materials, supplies, equipment and all appurtenances necessary to complete the work as per the drawings and the specifications, to wit:

**Schedule – The undersigned agrees to be complete with all work by December 31, 2026. If work is not completed by the specified dates above, liquidated damages will be assessed at \$1,000.00 per day.**

**Bidder acknowledges the schedule of this contract (initial):** GPP

The remainder of this page is intentionally left blank



The undersigned encloses herewith a certified check or cashier's check payable to the City of Westfield, Indiana or a bidder's bond binding the undersigned and surety to the City of Westfield, Indiana, in the amount of

one hundred twenty thousand

Dollars (\$ 120,000 ),

which amount is not less than five percent (5%) of the base bid as set out above, guaranteeing that the undersigned will enter into Contract for the performance of the work once the Proposal is accepted. Form 96, Contractors Bid for Public Works, of the Indiana State Board of Accounts is also properly executed and attached hereto. A Non-collusion Affidavit, as required by the statutes of the State of Indiana, is properly executed and attached hereto, if not included on the Form 96.

It is hereby agreed that this proposal shall remain in full force and effect and may not be withdrawn for a period of 90 days from the date of receiving proposals by the City of Westfield, Indiana.

Respectfully submitted,

Brandt Construction, Inc.

Contractor

(Individual ) (Partnership )  
or (Corporation )

By

  
Chirag P. Patel

Title President

Dated:

Address 330 E. Saint Joseph St.

August 1, 2025

Indianapolis, IN 46202

NOTE: The legal status of the Bidder, whether as an individual, partnership, or corporation, must be indicated above, and all pertinent information as required by the Specifications must be furnished.

**LIST OF SUPPLIERS / SUBCONTRACTORS**

**102 S. Union Relocation and Rehabilitation**

**CITY OF WESTFIELD, INDIANA**

<u>Subtrade</u>	<u>Proposed Subcontractor</u>	<u>Address</u>
<u>Concrete</u>	<u>Custom Concrete</u>	<u>_____</u>
<u>Carpentry</u>	<u>Brandt</u>	<u>_____</u>
<u>Casework</u>	<u>Richeson</u>	<u>_____</u>
<u>Windows</u>	<u>McLomb</u>	<u>_____</u>
<u>Plumbing</u>	<u>Gordon</u>	<u>_____</u>
<u>HVAC</u>	<u>IDEAL</u>	<u>_____</u>
<u>Electrical</u>	<u>Reliant</u>	<u>_____</u>
<u>_____</u>	<u>_____</u>	<u>_____</u>
<u>_____</u>	<u>_____</u>	<u>_____</u>
<u>_____</u>	<u>_____</u>	<u>_____</u>
<u>_____</u>	<u>_____</u>	<u>_____</u>

**The Bidder shall make an entry against each possible subtrade by naming the subtrade and the proposed subcontractor that will perform the work. The Bidder shall name all subtrades to be self-performed and label as such.**

Failure by a Bidder to comply with the foregoing requirements may result in his bid being disqualified.



CONSTRUCTION, INC.

102 S. Union St. Relocation & Rehabilitation  
August 1, 2025

**Bid Clarifications**

1. Permit costs by owner, not included in price
2. Structure moving by others. BCI will replace perimeter bearing beam before relocation
3. No exterior louvers included, none shown on elevations
4. No awnings included, none shown on elevations
5. All toilet accessories not specified to be provided by owner, installed by contractor. These include toilet paper dispensers, towel dispensers, soap dispensers, mirrors, towel racks, and robe hooks
6. All new siding will be cedar
7. Bid includes \$10,000 allowance for all fire sprinkler work, if required
8. Exterior aluminum doors will not be fire rated



GENERAL CONTRACTOR CONSTRUCTION MANAGER

330 E. Saint Joseph St., Indianapolis, IN 46202 (317) 638-3300 [www.brandtconstruction.com](http://www.brandtconstruction.com)



# CONTRACTOR'S BID FOR PUBLIC WORK - FORM 96

State Form 52414 (R2 / 2-13) / Form 96 (Revised 2013)

Prescribed by State Board of Accounts

## PART I

(To be completed for all bids. Please type or print)

Date (month, day, year): August 1, 2025

1. Governmental Unit (Owner): City of Westfield, Indiana

2. County : Hamilton

3. Bidder (Firm): Brandt Construction, Inc.

Address: 330 E. Saint Joseph St.

City/State/ZIPcode: Indianapolis, IN 46202

4. Telephone Number: 317-638-3300

5. Agent of Bidder (if applicable): \_\_\_\_\_

Pursuant to notices given, the undersigned offers to furnish labor and/or material necessary to complete the public works project of City of Westfield, Indiana (Governmental Unit) in accordance with plans and specifications prepared by Architecture Trio, Inc.

\_\_\_\_\_ and dated May 29, 2025 for the sum of two million three hundred ninety - three thousand \$ 2,393,000

The undersigned further agrees to furnish a bond or certified check with this bid for an amount specified in the notice of the letting. If alternative bids apply, the undersigned submits a proposal for each in accordance with the notice. Any addendums attached will be specifically referenced at the applicable page.

If additional units of material included in the contract are needed, the cost of units must be the same as that shown in the original contract if accepted by the governmental unit. If the bid is to be awarded on a unit basis, the itemization of the units shall be shown on a separate attachment.

The contractor and his subcontractors, if any, shall not discriminate against or intimidate any employee, or applicant for employment, to be employed in the performance of this contract, with respect to any matter directly or indirectly related to employment because of race, religion, color, sex, national origin or ancestry. Breach of this covenant may be regarded as a material breach of the contract.

### CERTIFICATION OF USE OF UNITED STATES STEEL PRODUCTS (If applicable)

I, the undersigned bidder or agent as a contractor on a public works project, understand my statutory obligation to use steel products made in the United States (I.C. 5-16-8-2). I hereby certify that I and all subcontractors employed by me for this project will use U.S. steel products on this project if awarded. I understand that violations hereunder may result in forfeiture of contractual payments.

## ACCEPTANCE

The above bid is accepted this 1st day of August, 2025, subject to the following conditions: \_\_\_\_\_

Contracting Authority Members:


### PART II

*(For projects of \$150,000 or more – IC 36-1-12-4)*

Governmental Unit: City of Westfield, Indiana

Bidder (Firm): Brandt Construction, Inc.

Date: August 1, 2025

These statements to be submitted under oath by each bidder with and as a part of his bid. Attach additional pages for each section as needed.

### SECTION 1 EXPERIENCE QUESTIONNAIRE

1. What public works projects has your organization completed for the period of one (1) year prior to the date of the current bid?

Contract Amount	Class of Work	Completion Date	Name and Address of Owner
\$6,397,000	Renovation	May 2025	State of Indiana, State Armory Board – 2002 S. Holt Rd., Indianapolis, IN 46241

2. What public works projects are now in process of construction by your organization?

Contract Amount	Class of Work	Expected Completion Date	Name and Address of Owner
\$8,060,000	Renovation	December 2025	State of Indiana, State Armory Board – 2002 S. Holt Rd., Indianapolis, IN 46241

3. Have you ever failed to complete any work awarded to you? No If so, where and why?

4. List references from private firms for which you have performed work.

Firm	Contact	Email	Number
Indiana Municipal Power Agency	Jack Alvey	<a href="mailto:jalvey@impa.com">jalvey@impa.com</a>	(317) 573-9955
Benjamin Harrison Presidential Site	Charles Hyde	<a href="mailto:chyde@bhpsite.org">chyde@bhpsite.org</a>	(317) 631-1888
Landry's Inc.	Bevan Hebert	<a href="mailto:bhebert@ldry.com">bhebert@ldry.com</a>	(832) 985-2930

## SECTION II PLAN & EQUIPMENT QUESTIONNAIRE

1. Explain your plan or layout for performing proposed work. *(Examples could include a narrative of when you could begin work, complete the project, number of workers, etc. and any other information which you believe would enable the governmental unit to consider your bid).*

We typically have 10 to 12 projects under construction concurrently. This would be a key project for us in 2025 going into 2026 and would work well with our workload. Our extensive relationships and reputation within the construction community will enable us to secure the lowest possible pricing for this project.

2. Please list the names and addresses of all subcontractors *(i.e. persons or firms outside your own firm who have performed part of the work)* that you have used on public works projects during the past five (5) years along with a brief description of the work done by each subcontractor.

Past 5 Years Subcontractor List for Public Works Projects is attached.

3. If you intend to sublet any portion of the work, state the name and address of each subcontractor, equipment to be used by the subcontractor, and whether you will require a bond. However, if you are unable to currently provide a listing, please understand a listing must be provided prior to contract approval. Until the completion of the proposed project, you are under a continuing obligation to immediately notify the governmental unit in the event that you subsequently determine that you will use a subcontractor on the proposed project.

Sublist included in the bid proposal.

4. What equipment do you have available to use for the proposed project? Any equipment to be used by subcontractors may also be required to be listed by the governmental unit.

Brandt Construction, Inc. will use backhoes, skid loaders, cranes, and associated small tools required for the completion of the work.

5. Have you entered into contracts or received offers for all materials which substantiate the prices used in preparing your proposal? If not, please explain the rationale used which would corroborate the prices listed.

Yes

## SECTION III CONTRACTOR'S FINANCIAL STATEMENT

Attachment of bidder's financial statement is mandatory. Any bid submitted without said financial statement as required by statute shall thereby be rendered invalid. The financial statement provided hereunder to the governing body awarding the contract must be specific enough in detail so that said governing body can make a proper determination of the bidder's capability for completing the project if awarded.

Please see attached Financial Statement - Balance Sheets for years ended December 31, 2024 and 2023 on the following page. Additional financial information is available upon request.

**BRANDT CONSTRUCTION, INC.**  
**BALANCE SHEETS**  
**For the Years Ended December 31, 2024 and 2023**

**BRANDT CONSTRUCTION, INC.**  
**BALANCE SHEETS**  
**December 31, 2024 and 2023**

	<u>2024</u>	<u>2023</u>
<b>ASSETS</b>		
Current Assets		
Cash and cash equivalents	\$ 6,789,270	\$ 7,838,066
Investments in securities	1,347,598	1,035,493
Contracts receivable	5,708,565	5,418,444
Contract assets	210,702	62,138
Prepaid expenses and other current assets	86,248	104,380
	<u>14,142,383</u>	<u>14,458,521</u>
Total Current Assets		
Property and Equipment		
Office equipment and furnishings	723,339	677,896
Machinery and equipment	554,721	444,498
Vehicles	653,548	435,638
Leasehold improvements	329,747	329,747
Allowances for depreciation	(1,612,159)	(1,463,977)
	<u>649,196</u>	<u>423,802</u>
Total Property and Equipment		
Other Assets		
Right-of-use assets - operating lease	174,313	168,452
Investments in securities	2,104,631	2,108,271
	<u>2,278,944</u>	<u>2,276,723</u>
Total Other Assets		
	<u>\$ 17,070,523</u>	<u>\$ 17,159,046</u>
Total Assets		

**BRANDT CONSTRUCTION, INC.**  
**BALANCE SHEETS**  
**December 31, 2024 and 2023**

	<u>2024</u>	<u>2023</u>
<b>LIABILITIES AND SHAREHOLDERS' EQUITY</b>		
<b>Current Liabilities</b>		
Current maturities of notes payable	\$ 26,297	\$ -
Operating lease liability, current portion	96,781	92,132
Accounts payable	5,868,885	6,114,860
Retainage payable	1,335,608	1,490,348
Contract liabilities	836,776	1,773,076
Accrued shareholder dividends	3,582,883	2,753,932
Other accrued liabilities	1,944,654	1,879,496
<b>Total Current Liabilities</b>	<u>13,691,884</u>	<u>14,103,844</u>
<b>Long-term Liabilities, less current maturities</b>		
Operating lease liability	77,251	75,239
Long-term debt, less current maturities (Note 6)	96,424	-
<b>Total Long-Term Liabilities</b>	<u>173,675</u>	<u>75,239</u>
<b>Total Liabilities</b>	<u>13,865,559</u>	<u>14,179,083</u>
<b>Shareholders' Equity</b>		
Common stock	4,040	4,040
Retained Earnings	3,200,924	2,975,923
<b>Total Shareholders' Equity</b>	<u>3,204,964</u>	<u>2,979,963</u>
<b>Total Liabilities and Shareholders' Equity</b>	<u>\$ 17,070,523</u>	<u>\$ 17,159,046</u>

SECTION IV CONTRACTOR'S NON – COLLUSION AFFIDAVIT

The undersigned bidder or agent, being duly sworn on oath, says that he has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by him, entered into any combination, collusion or agreement with any person relative to the price to be bid by anyone at such letting nor to prevent any person from bidding nor to include anyone to refrain from bidding, and that this bid is made without reference to any other bid and without any agreement, understanding or combination with any other person in reference to such bidding.

He further says that no person or persons, firms, or corporation has, have or will receive directly or indirectly, any rebate, fee, gift, commission or thing of value on account of such sale.

SECTION V OATH AND AFFIRMATION

I HEREBY AFFIRM UNDER THE PENALTIES FOR PERJURY THAT THE FACTS AND INFORMATION CONTAINED IN THE FOREGOING BID FOR PUBLIC WORKS ARE TRUE AND CORRECT.

Dated at Indianapolis, IN this 1st day of August, 2025

Brandt Construction, Inc. (Name of Organization)

By [Signature] Chirag P. Patel (Title of Person Signing)

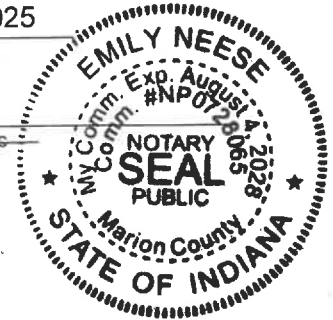
ACKNOWLEDGEMENT

STATE OF Indiana )
COUNTY OF Marion ) ss

Before me, a Notary Public, personally appeared the above-named Chirag P. Patel and swore that the statements contained in the foregoing document are true and correct.

Subscribed and sworn to before me this 1st day of August, 2025

[Signature] Notary Public



My Commission Expires: August 4, 2028

County of Residence: Marion

**BID OF**

Brandt Construction, Inc. \_\_\_\_\_  
(Contractor)

330 E. Saint Joseph St. \_\_\_\_\_  
(Address)

Indianapolis, IN 46202 \_\_\_\_\_

**FOR**

**PUBLIC WORKS PROJECTS**

**OF**

City of Westfield, Indiana \_\_\_\_\_

2728 E. 171st St. \_\_\_\_\_

Westfield, IN 46074 \_\_\_\_\_

Filed \_\_\_\_\_

Action taken \_\_\_\_\_

\_\_\_\_\_

# CNA SURETY

## Bid Bond

Bond No. N/A

### CONTRACTOR:

(Name, legal status and address)

Brandt Construction, Inc.  
330 East St. Joseph Street  
Indianapolis, IN 46202

### SURETY: Western Surety Company

(Name, legal status and principal place of business)

151 N. Franklin Street  
17th Floor  
Chicago, IL 60606

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

### OWNER:

(Name, legal status and address)

City of Westfield, Indiana  
2728 E. 171st St.  
Westfield, IN 46074

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

**BOND AMOUNT:** Five Percent of the Maximum Amount of the Total Bid (5%)

### PROJECT:

(Name, location or address, and Project number, if any)

102 South Union Street Relocation and Rehabilitation; 214 N. Union St., Westfield, IN 46074

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 1st day of August, 2025

Signed by:

*Emily Neese*

DF186Z4816FC499...

(Witness)

Brandt Construction, Inc.

(Principal) *Chirag Patel*

(Title) Chirag Patel

President

DocuSigned by:

*Jason McEldowney*

2A9AA8B53DD6432...

(Witness)

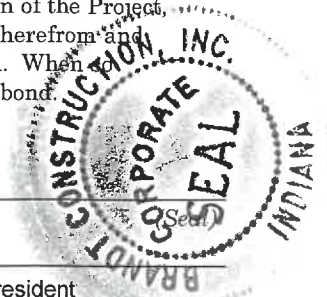
Western Surety Company

(Surety) *[Signature]*

(Title) Robert L. Sherfick, Attorney-in-Fact

(Seal)

DS



Printed in cooperation with the American Institute of Architects (AIA).

The language in this document conforms to the language used in AIA Document A310 - Bid Bond - 2010 Edition.

# Western Surety Company

## POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

**Jason D McEldowney, Katie Pikula, John W Hannon III, Robert L Sherfick, Individually**

of Carmel, IL, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

### - In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the Authorizing By-Laws and Resolutions printed at the bottom of this page, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 23rd day of September, 2023.



WESTERN SURETY COMPANY

*Larry A. Kasten*

Larry A. Kasten, Vice President

State of South Dakota }  
County of Minnehaha } ss

On this 23rd day of September, 2023, before me personally came Larry A. Kasten, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires  
March 2, 2026



*M. Bent*

M. Bent, Notary Public

### CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law and Resolutions of the corporation printed below this certificate are still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 1st day of August, 2025.



WESTERN SURETY COMPANY

*L. Nelson*

L. Nelson, Assistant Secretary

### Authorizing By-Laws and Resolutions

#### ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

This Power of Attorney is signed by Larry A. Kasten, Vice President, who has been authorized pursuant to the above Bylaw to execute power of attorneys on behalf of Western Surety Company.

This Power of Attorney may be signed by digital signature and sealed by a digital or otherwise electronic-formatted corporate seal under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 27th day of April, 2022:

“RESOLVED: That it is in the best interest of the Company to periodically ratify and confirm any corporate documents signed by digital signatures and to ratify and confirm the use of a digital or otherwise electronic-formatted corporate seal, each to be considered the act and deed of the Company.”

Go to [www.cnasurety.com](http://www.cnasurety.com) > Owner / Oblige Services > Validate Bond Coverage, if you want to verify bond authenticity.

**Attachment 1**

Each addenda shall be signed to prove receipt. If no addendums, the rest of Attachment 1 to be left intentionally blank.

## **Attachment 2**

The Affidavit of Employee Status shall be signed and notarized.

***AFFIDAVIT OF EMPLOYEE STATUS***

Re: Project – 102 S. Union Relocation & Rehabilitation

**WHEREAS**, the City of Westfield, Hamilton County, Indiana, hereinafter referred to as the “City” is in the process of construction work on the 102 S. Union Relocation & Rehabilitation project, hereinafter referred to as the “Project”;

**WHEREAS**, Brandt Construction, Inc., hereinafter referred to as the “Vendor”, is the general contractor of the above reference project; and

**WHEREAS**, it is necessary for the City to require the Vendor to enroll in and verify the work eligibility status of all newly hired employees through the E-Verify program per Indiana Code.

**NOW THEREFORE**, the Vendor agrees to have enrolled in and verified the work eligibility status of all newly hired employees through the E-Verify program and does not knowingly employ illegal aliens. The Vendor clearly understands the regulations and penalties stated in the Indiana Code should conflicts arise.

\_\_\_\_\_  
Signature:

\_\_\_\_\_  
Signature:

\_\_\_\_\_  
Printed Name:

\_\_\_\_\_  
Printed Name:

**STATE OF INDIANA:**

**SS:**

**COUNTY OF \_\_\_\_\_ :**

Before me the undersigned, a Notary Public in and for said State and County, personally appeared of Brandt Construction, Inc., the general contractor and acknowledge the execution of the foregoing Affidavit of Employee Status to be a free and voluntary act and deed and for the purposes stated therein, being duly sworn, stated that any representations contained therein are true.

Witness my hand and Notarial Seal this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

My Commission expires \_\_\_\_\_

I am a resident of \_\_\_\_\_ County.

**CITY OF WESTFIELD BY:**

\_\_\_\_\_  
, Director of Public Works

**STATE OF INDIANA:**

**SS:**

**COUNTY OF HAMILTON:**

Before me the undersigned, a Notary Public in and for said State and County, personally appeared \_\_\_\_\_, Director of Public Works, and acknowledges the execution of the foregoing Affidavit of Employee Status to be a free and voluntary act and deed and for the purposes stated therein.

Witness my hand and Notarial Seal this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

My Commission expires \_\_\_\_\_

I am a resident of \_\_\_\_\_ County.

This instrument prepared by: Brian J. Zaiger, Attorney, Krieg-Devault Attorneys at Law, 12800 N. Meridian St. Ste. 300, Carmel, IN 46032

**Attachment 3**

The Invoice Cover Sheet shall be attached and filled out for all invoices submitted to the City of Westfield.



Invoice Date:	
Invoice or App Number:	

Westfield Department of Public Works  
 2706 East 171<sup>st</sup> Street  
 Westfield, IN 46074  
[AP@westfield.in.gov](mailto:AP@westfield.in.gov)

Westfield Project Name:	
Westfield Project Number:	
Westfield Project Manager:	
Westfield PO Number:	
Vendor Name:	

1. Original Contract Amount	
2. Change Orders/Amendments	
3. Total Contract Amount (Line 1 ± 2)	
4. Total Earned To Date	
5. Retainage (If Applicable)	
6. Total Earned Less Retainage (Line 4 less 5)	
7. Less Previous Payments (Line 6 from prior Invoice)	
<b>8. Total Amount Payable This Invoice</b> (Line 6 less 7)	
9. Balance to Finish, Including Retainage (Line 3 less 6)	

Please email this cover letter, along with your invoice to [AP@westfield.in.gov](mailto:AP@westfield.in.gov) with attention to the Westfield Project Manager associated with this project in order to expedite payment. If you need more information regarding the Westfield Project Name, Number, and PO Number, please contact the Westfield Project Manager, thank you!

<b>CROSS REFERENCE:</b> PLAT: Plat recorded as/at <u>2022041391</u> , recorded <u>August 19, 2022</u> in the office of the Recorder of <u>Hamilton</u> county, Indiana
--

*Project Information:*

State Parcel # _____	No State Parcel ID # _____		
County Parcel # _____	No County Parcel ID # _____	<u>Hamilton</u>	County
<u>Sewer</u>	System	<u>E-49LS05392-10</u>	Esmt No.
<u>181<sup>st</sup> Street Force Main Replacement</u>	Project	<u>49LS05392</u>	Project No.

**UTILITY EASEMENT AGREEMENT**

This UTILITY EASEMENT AGREEMENT (the "**Agreement**") is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_ by and between **CITY OF WESTFIELD**, and their heirs, successors and assigns (collectively, the "**Grantor**"), and **CITIZENS WASTEWATER OF WESTFIELD, LLC**, and its successors and assigns (collectively, the "**Grantee**"). In consideration of the sum of \$10.00 and other good and valuable consideration, the receipt of which is hereby acknowledged, Grantor and Grantee hereby agree as follows:

1. Grant of Utility Easement: Grantor hereby grants and conveys to Grantee a perpetual non-exclusive easement and right of way in, on, along, under and over that certain real property of Grantor being more particularly described in the attached Exhibit A (the "**Easement Property**") to: (a) enter upon and, at Grantee's sole cost, to survey, construct, install, operate, use, maintain, test, inspect, modify, change the size of, replace, renew, relocate, re-construct, and remove improvements related to Grantee's operation of a water, sanitary sewer, natural gas or other regulated utility service system (the "**System**"), together with all necessary and convenient valves, drips, service pipes, markers, lines, equipment (including, without limitation, corrosion control equipment), appurtenances, appurtenant structures, and connections attached thereto (collectively, the "**Utility Facilities**"); (b) operate, maintain and replace the Utility Facilities in, on, along, under and over the Easement Property; and (c) remove, cut and trim trees, bushes, saplings and vegetation growing upon the Easement Property, and to otherwise remove any and all obstructions insofar as it may reasonably be necessary to do so in the construction of, and in the prudent, safe, secure and efficient operation of the System. Grantor further grants to Grantee, and Grantee's employees, agents, and representatives, all reasonable rights of ingress, egress and regress, from time to time, on, across, to and from the Easement Property and adjoining lands of Grantor for access to the Utility Facilities and the use and enjoyment of the Easement Property as permitted by this

Agreement; provided that the foregoing access rights shall be exercised and used in such a manner as not to cause unreasonable damage, destruction or interference with Grantor's access across, to and from the Easement Property.

2. Temporary Construction Easement: Grantor also hereby grants to Grantee a temporary easement over such additional portions of the lands of Grantor adjacent to the Easement Property as is available and reasonably necessary.

3. Grantor's Rights and Obligations: Subject to the express limitations in Section 3 of this Agreement, Grantor reserves the right to use and enjoy the Easement Property for purposes which are not inconsistent with the rights and privileges granted under this Agreement.

a. Grantor shall not (i) erect, construct, install or maintain (or permit to be erected, constructed, installed or maintained) any building, other structure, or obstruction of any kind in, on, under, over or upon the Easement Property; or (ii) change the grade of the Easement Property by more than **12 inches** without prior written authorization from Grantee, which authorization may be granted or withheld in Grantee's sole discretion; provided, however, that the limitation in item (i) above shall not prohibit Grantor's erection, construction, installation or maintenance of landscaping, driveways, curbs, sidewalks, pavement or parking spaces to the extent that such improvements do not change the grade of the Easement Property by more than **12 inches**.

b. Grantor shall have the right to grant other non-exclusive easements under, over, along, in or upon the Easement Premises; provided, however, that any such easement shall (i) be granted subject to the easement granted in this Agreement and shall not materially interfere with the rights granted under this Agreement; (ii) not allow for the location of any facilities or improvements within **5 feet** to either side from the centerline (horizontally) of the Utility Facilities; and (iii) at no time shall any sanitary sewer line be installed closer than **10 feet** to either side from the centerline (horizontally) of any pipe, whether or not owned or operated by Grantee, that is designed or intended for carrying drinking water, nor allow for any such waterline to be installed closer than **10 feet** to either side from the centerline (horizontally) of any existing sanitary sewer line. If other facilities are required to intersect the Utility Facilities, such intersection shall be at an angle between forty-five (45) and ninety (90) degrees with at least **18 inches** of vertical separation from the Utility Facilities.

4. Maintenance; Surface Use, Restoration:

a. Grantee, at its sole cost, shall maintain, repair, replace, and service the Utility Facilities as reasonably necessary for the safe and efficient operation of the System. Grantee shall have no obligation to maintain the surface of the Easement Property.

b. Except as stated in Section 4(a) of this Agreement, Grantor, at its sole cost, shall maintain the Easement Property so that Grantee's rights under this Agreement and the Utility Facilities (both surface and/or subsurface occupancies, as applicable) are not disturbed, including, without limitation, the care of grass, the mowing of grass or weeds, the removing of silt, debris, and any other obstruction to the free and unobstructed use of the Easement Property by Grantee.

5. Covenants of Grantor: Grantor covenants, represents and warrants to Grantee that Grantor is the fee simple owner of the Easement Property and is lawfully seized thereof and has the power

and authority to grant and convey the rights and easements set forth herein. Grantor agrees that this Agreement shall not transfer to Grantee any past, present, or future obligation(s) of Grantor to be responsible for, or to pay, any tax, assessment, or fee associated with or related to the Easement Property. Grantor agrees Grantee shall not be liable for environmentally related claims arising from or related to conditions existing on the Easement Property originating prior to the date first written above.

6. Nature of Rights Granted: The easement and right of way, and all other rights, privileges, and authority granted, created and made herein, together with the benefits and burdens thereof, shall run with the Easement Property and shall be deemed to be real covenants which touch and concern the Easement Property. The easement and right of way, and all other rights, privileges, and authority granted, created and made herein, together with the benefits and burdens thereof, shall bind Grantor and its grantees, successors, and assigns, and inure to the benefit of Grantee and its grantees, successors, and assigns.

7. General Agreements: This Agreement shall be construed and enforced in accordance with the laws of the State of Indiana. The section headings or captions are included only for convenience, and shall not be construed to modify, limit or otherwise affect the covenants, terms or provisions of any section of this Agreement. This Agreement may be executed in counterparts, and by each of the parties on separate counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one in the same instrument. The invalidity or unenforceability of any covenant, condition, term or provision in this Easement Agreement shall not affect the validity and enforceability of any other covenant, condition, term or provision. This Agreement represents the entire understanding between Grantor and Grantee with respect to the subject matter hereof, and except as otherwise expressly identified in this Agreement, no other agreements or promises, oral or written exists between them. This Agreement may be modified or released only by the express, written consent of both Grantor and Grantee, duly recorded, and any such modification, when duly recorded, shall run with the Easement Property.

8. Cross-Reference: In accordance with Indiana Code §32-23-2-5, the original recorded plat is recorded as **2022041391**, recorded on **August 19, 2022** in the office of the Recorder of **Hamilton** County, Indiana.

9. Notices: All notices, requests, demands, consents and other communications required or permitted under this Agreement shall be in writing and shall be deemed to have been duly and properly given on the date of service if delivered personally, or, if mailed, on the second business day after such notice is deposited in a receptacle of the United States Postal Service, registered or certified mail, first class postage prepaid, return receipt requested, or on the first business day following deposit with a nationally recognized overnight courier service (e.g., FedEx), postage prepaid, in any event addressed appropriately as follows:

If to Grantor:  
City of Westfield

If to Grantee:  
Citizens Water of Westfield

130 Penn St.  
Westfield, IN 46074

2020 N. Meridian Street  
Indianapolis, IN 46202  
Attn: Real Estate Supervisor

With a copy to Citizens Energy Group, Attn: Legal Department, 2020 N. Meridian Street,  
Indianapolis, IN 46202

10. Use of Easement Property by Grantee Affiliates: Grantor acknowledges and agrees that any Affiliate of Grantee shall be entitled to use and enjoy the Easement Property in the same manner as Grantee under this Agreement, subject to the performance by such Affiliate of the obligations of Grantee under this Agreement. As used in this Agreement, "**Affiliate**" shall mean any entity or public trust that (i) owns or controls the majority of ownership interests in Grantee, (ii) is under common control by an entity or public trust that owns or controls the majority of ownership interests in Grantee, or (iii) is under common control of The Department of Public Utilities for the City of Indianapolis, Acting by and through the Board of Directors for Utilities, as Trustee, in furtherance of the Public Charitable Trust for the Water System, the Wastewater System, including but not limited to CWA Authority, Inc., and/or the Energy Trust. For the avoidance of doubt, any notice permitted or required pursuant to this Agreement, if properly delivered to Grantee pursuant to Section 9 of this Agreement shall be deemed to have been given to any Affiliate then using the Easement Property.

IN WITNESS WHEREOF, Grantor and Grantee have executed this Utility Easement Agreement to be effective as of the date first written above.

[Signatures appear on the following pages.]

**GRANTOR**

\_\_\_\_\_

**By:** \_\_\_\_\_

**Printed:** \_\_\_\_\_

**Title:** \_\_\_\_\_

STATE OF \_\_\_\_\_ )  
 ) ss:  
COUNTY OF \_\_\_\_\_ )

Personally appeared before me this day \_\_\_\_\_, the \_\_\_\_\_ of **CITY OF WESTFIELD**, who acknowledged the execution of the above instrument to be her/his voluntary act and deed for and on behalf of said company as said company's duly authorized representative.

Witness my hand and notarial seal, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
NOTARY PUBLIC

\_\_\_\_\_  
PRINTED NAME

My Commission expires \_\_\_\_\_ My County of Residence is \_\_\_\_\_

*Utility Easement Agreement Dated* \_\_\_\_\_.

[Signatures continue on the following page.]

**GRANTEE**

**CITIZENS WASTEWATER OF WESTFIELD, LLC.**

**By:** \_\_\_\_\_

**Printed:** Edward J. Bukovac

**Title:** Vice President

STATE OF INDIANA        )  
  ) ss:  
COUNTY OF MARION     )

Personally appeared before me this day **Edward J. Bukovac**, the **Vice President** of **CITIZENS WASTEWATER OF WESTFIELD, LLC.** who acknowledged the execution of the above instrument to be her/his voluntary act and deed for and on behalf of said company.

Witness my hand and notarial seal, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
NOTARY PUBLIC

\_\_\_\_\_  
PRINTED NAME

My Commission expires \_\_\_\_\_ My County of Residence is \_\_\_\_\_

*Utility Easement Agreement Dated* \_\_\_\_\_.

This instrument prepared by Lauren R. Toppen, Counsel. 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. *Chris L. Kehl.*

EXHIBIT A

TO UTILITY EASEMENT AGREEMENT

DATED \_\_\_\_\_

Legal Description – Easement Property

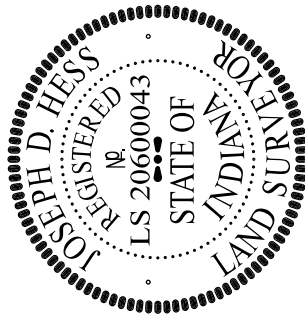
I/3547656.5

EXHIBIT "A"

**Permanent Easement Area**

Part of the 100-foot existing right-of-way of Grand Park Boulevard platted in Block A in First Replat of Block A Grand Park Village - Section 6, recorded as Instrument No. 2022041391 in Plat Cabinet 6, Slide 301, in the Office of the Recorder of Hamilton County, Indiana, described as follows:

Commencing at the intersection of the East line of Grand Park Boulevard and the South line of Block A, which point is at the Southwest corner of said Block A; thence North 0 degrees 18 minutes 48 seconds West 8.78 feet along the East line of said Grand Park Boulevard to the North line of a 40-foot Sanitary Sewer Easement recorded as Instrument No. 9909915503 in the Office of the Recorder of Hamilton County, Indiana, and the POINT OF BEGINNING of this description; thence South 89 degrees 31 minutes 38 seconds West 100.03 feet along said North line to the West line of said Grand Park Boulevard, also being an east line of Block B in said First Replat of Block A Grand Park Village - Section 6; thence North 0 degrees 18 minutes 48 seconds West 20.00 feet along the West line of said Grand Park Boulevard; thence North 89 degrees 31 minutes 38 seconds East 100.03 feet to the East line of said Grand Park Boulevard; thence South 0 degrees 18 minutes 48 seconds East 20.00 feet along said East line to the POINT OF BEGINNING and containing 0.046 acres, more or less.



*Joseph D. Hess*

DATE: 06/19/2025

**LAND OWNER**

**CITY OF WESTFIELD  
130 PENN ST.  
WESTFIELD, IN 46074**

SHEET 1 OF 2

**CITIZENS WASTEWATER OF WESTFIELD**

PERMANENT EASEMENT AREA  
181st ST FORCE MAIN REPLACEMENT  
PROJECT NO. 49LS05392

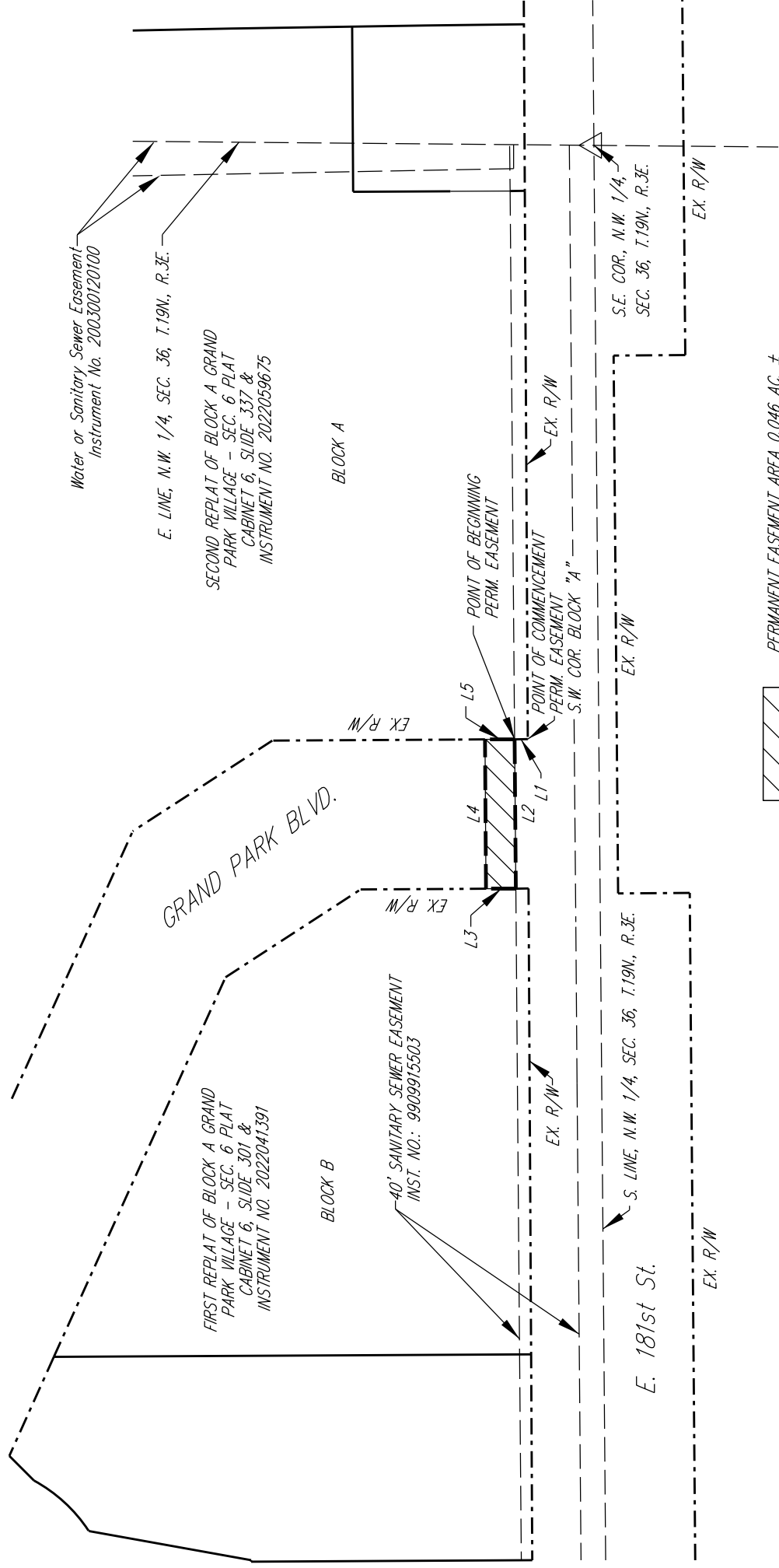


COUNTY PARCEL ID  
N/A

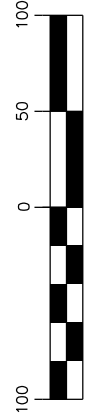
STATE PARCEL ID  
N/A



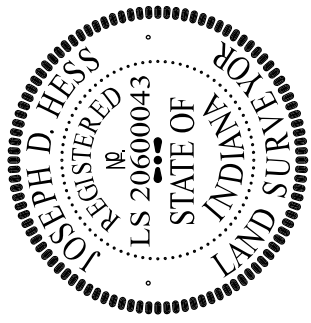
EXHIBIT "A"



GRAPHIC SCALE



( IN FEET )  
1 inch = 100 ft.



*Joseph D. Hess*

DATE: 06/19/2025

**LAND OWNER**  
**CITY OF WESTFIELD**  
**130 PENN ST.**  
**WESTFIELD, IN 46074**

LINE	TABLE
L1:	N0°18'48"W 8.78'
L2:	S89°31'38"W 100.03'
L3:	N0°18'48"W 20.00'
L4:	N89°31'38"E 100.03'
L5:	S0°18'48"E 20.00'

THIS DRAWING IS NOT  
INTENDED TO BE  
REPRESENTED AS A  
RETRACEMENT OR  
ORIGINAL BOUNDARY  
SURVEY, A ROUTE  
SURVEY, OR A SURVEYOR  
LOCATION REPORT.

SHEET 2 OF 2

**CITIZENS WASTEWATER OF WESTFIELD**

PERMANENT EASEMENT AREA  
181st ST FORCE MAIN REPLACEMENT  
PROJECT NO. 49LS05392



COUNTY PARCEL ID  
N/A

STATE PARCEL ID  
N/A



<p><b>CROSS REFERENCE:</b></p> <p><b>PLAT:</b> Plat recorded as/at <u>2021018249</u>, recorded <u>March 8, 2021</u> in the office of the Recorder of <u>Hamilton</u> county, Indiana</p> <p><b>DEED:</b> Deed recorded as/at <u>2023030525</u>, recorded <u>August 9, 2023</u> in the office of the Recorder of <u>Hamilton</u> county, Indiana</p>
---

*Project Information:*

State Parcel #	<u>29-05-35-000-012.001-015</u>		
County Parcel #	<u>08-05-35-00-00-012.001</u>	<u>Hamilton</u>	County
<u>Sewer</u>	<u>System</u>	<u>E-49LS05392-07</u>	<u>Esmt No.</u>
<u>181<sup>st</sup> Street Force Main Replacement</u>	<u>Project</u>	<u>49LS05392</u>	<u>Project No.</u>

**UTILITY EASEMENT AGREEMENT**

This UTILITY EASEMENT AGREEMENT (the "**Agreement**") is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by and between **CITY OF WESTFIELD**, and their heirs, successors and assigns (collectively, the "**Grantor**"), and **CITIZENS WASTEWATER OF WESTFIELD, LLC**, and its successors and assigns (collectively, the "**Grantee**"). In consideration of the sum of \$10.00 and other good and valuable consideration, the receipt of which is hereby acknowledged, Grantor and Grantee hereby agree as follows:

1. Grant of Utility Easement: Grantor hereby grants and conveys to Grantee a perpetual non-exclusive easement and right of way in, on, along, under and over that certain real property of Grantor being more particularly described in the attached Exhibit A (the "**Easement Property**") to: (a) enter upon and, at Grantee's sole cost, to survey, construct, install, operate, use, maintain, test, inspect, modify, change the size of, replace, renew, relocate, re-construct, and remove improvements related to Grantee's operation of a water, sanitary sewer, natural gas or other regulated utility service system (the "**System**"), together with all necessary and convenient valves, drips, service pipes, markers, lines, equipment (including, without limitation, corrosion control equipment), appurtenances, appurtenant structures, and connections attached thereto (collectively, the "**Utility Facilities**"); (b) operate, maintain and replace the Utility Facilities in, on, along, under and over the Easement Property; and (c) remove, cut and trim trees, bushes, saplings and vegetation growing upon the Easement Property, and to otherwise remove any and all obstructions insofar as it may reasonably be necessary to do so in the construction of, and in the prudent, safe, secure and efficient operation of the System. Grantor further grants to Grantee, and Grantee's employees, agents, and representatives, all reasonable rights of ingress, egress and regress, from time to time, on, across, to and from the Easement Property and adjoining lands of Grantor for access to the Utility Facilities and the use and enjoyment of the Easement Property as permitted by this

Agreement; provided that the foregoing access rights shall be exercised and used in such a manner as not to cause unreasonable damage, destruction or interference with Grantor's access across, to and from the Easement Property.

2. Temporary Construction Easement: Grantor also hereby grants to Grantee a temporary easement over such additional portions of the lands of Grantor adjacent to the Easement Property as is available and reasonably necessary.

3. Grantor's Rights and Obligations: Subject to the express limitations in Section 3 of this Agreement, Grantor reserves the right to use and enjoy the Easement Property for purposes which are not inconsistent with the rights and privileges granted under this Agreement.

a. Grantor shall not (i) erect, construct, install or maintain (or permit to be erected, constructed, installed or maintained) any building, other structure, or obstruction of any kind in, on, under, over or upon the Easement Property; or (ii) change the grade of the Easement Property by more than **12 inches** without prior written authorization from Grantee, which authorization may be granted or withheld in Grantee's sole discretion; provided, however, that the limitation in item (i) above shall not prohibit Grantor's erection, construction, installation or maintenance of landscaping, driveways, curbs, sidewalks, pavement or parking spaces to the extent that such improvements do not change the grade of the Easement Property by more than **12 inches**.

b. Grantor shall have the right to grant other non-exclusive easements under, over, along, in or upon the Easement Premises; provided, however, that any such easement shall (i) be granted subject to the easement granted in this Agreement and shall not materially interfere with the rights granted under this Agreement; (ii) not allow for the location of any facilities or improvements within **5 feet** to either side from the centerline (horizontally) of the Utility Facilities; and (iii) at no time shall any sanitary sewer line be installed closer than **10 feet** to either side from the centerline (horizontally) of any pipe, whether or not owned or operated by Grantee, that is designed or intended for carrying drinking water, nor allow for any such waterline to be installed closer than **10 feet** to either side from the centerline (horizontally) of any existing sanitary sewer line. If other facilities are required to intersect the Utility Facilities, such intersection shall be at an angle between forty-five (45) and ninety (90) degrees with at least **18 inches** of vertical separation from the Utility Facilities.

4. Maintenance; Surface Use, Restoration:

a. Grantee, at its sole cost, shall maintain, repair, replace, and service the Utility Facilities as reasonably necessary for the safe and efficient operation of the System. Grantee shall have no obligation to maintain the surface of the Easement Property.

b. Except as stated in Section 4(a) of this Agreement, Grantor, at its sole cost, shall maintain the Easement Property so that Grantee's rights under this Agreement and the Utility Facilities (both surface and/or subsurface occupancies, as applicable) are not disturbed, including, without limitation, the care of grass, the mowing of grass or weeds, the removing of silt, debris, and any other obstruction to the free and unobstructed use of the Easement Property by Grantee.

5. Covenants of Grantor: Grantor covenants, represents and warrants to Grantee that Grantor is the fee simple owner of the Easement Property and is lawfully seized thereof and has the power

and authority to grant and convey the rights and easements set forth herein. Grantor agrees that this Agreement shall not transfer to Grantee any past, present, or future obligation(s) of Grantor to be responsible for, or to pay, any tax, assessment, or fee associated with or related to the Easement Property. Grantor agrees Grantee shall not be liable for environmentally related claims arising from or related to conditions existing on the Easement Property originating prior to the date first written above.

6. Nature of Rights Granted: The easement and right of way, and all other rights, privileges, and authority granted, created and made herein, together with the benefits and burdens thereof, shall run with the Easement Property and shall be deemed to be real covenants which touch and concern the Easement Property. The easement and right of way, and all other rights, privileges, and authority granted, created and made herein, together with the benefits and burdens thereof, shall bind Grantor and its grantees, successors, and assigns, and inure to the benefit of Grantee and its grantees, successors, and assigns.

7. General Agreements: This Agreement shall be construed and enforced in accordance with the laws of the State of Indiana. The section headings or captions are included only for convenience, and shall not be construed to modify, limit or otherwise affect the covenants, terms or provisions of any section of this Agreement. This Agreement may be executed in counterparts, and by each of the parties on separate counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one in the same instrument. The invalidity or unenforceability of any covenant, condition, term or provision in this Easement Agreement shall not affect the validity and enforceability of any other covenant, condition, term or provision. This Agreement represents the entire understanding between Grantor and Grantee with respect to the subject matter hereof, and except as otherwise expressly identified in this Agreement, no other agreements or promises, oral or written exists between them. This Agreement may be modified or released only by the express, written consent of both Grantor and Grantee, duly recorded, and any such modification, when duly recorded, shall run with the Easement Property.

8. Cross-Reference: In accordance with Indiana Code §32-23-2-5, the original recorded plat is recorded as **2021018249**, recorded on **March 8, 2021** in the office of the Recorder of **Hamilton** County, Indiana. The most recent deed of record by which Grantor holds title to the Easement Property is **2023030525**, recorded on **August 8, 2023** in the office of the Recorder of **Hamilton** County, Indiana.

9. Notices: All notices, requests, demands, consents and other communications required or permitted under this Agreement shall be in writing and shall be deemed to have been duly and properly given on the date of service if delivered personally, or, if mailed, on the second business day after such notice is deposited in a receptacle of the United States Postal Service, registered or certified mail, first class postage prepaid, return receipt requested, or on the first business day following deposit with a nationally recognized overnight courier service (e.g., FedEx), postage prepaid, in any event addressed appropriately as follows:

If to Grantor:  
City of Westfield  
130 Penn St.  
Westfield, IN 46074

If to Grantee:  
Citizens Water of Westfield  
2020 N. Meridian Street  
Indianapolis, IN 46202  
Attn: Real Estate Supervisor

With a copy to Citizens Energy Group, Attn: Legal Department, 2020 N. Meridian Street,  
Indianapolis, IN 46202

10. Use of Easement Property by Grantee Affiliates: Grantor acknowledges and agrees that any Affiliate of Grantee shall be entitled to use and enjoy the Easement Property in the same manner as Grantee under this Agreement, subject to the performance by such Affiliate of the obligations of Grantee under this Agreement. As used in this Agreement, "**Affiliate**" shall mean any entity or public trust that (i) owns or controls the majority of ownership interests in Grantee, (ii) is under common control by an entity or public trust that owns or controls the majority of ownership interests in Grantee, or (iii) is under common control of The Department of Public Utilities for the City of Indianapolis, Acting by and through the Board of Directors for Utilities, as Trustee, in furtherance of the Public Charitable Trust for the Water System, the Wastewater System, including but not limited to CWA Authority, Inc., and/or the Energy Trust. For the avoidance of doubt, any notice permitted or required pursuant to this Agreement, if properly delivered to Grantee pursuant to Section 9 of this Agreement shall be deemed to have been given to any Affiliate then using the Easement Property.

IN WITNESS WHEREOF, Grantor and Grantee have executed this Utility Easement Agreement to be effective as of the date first written above.

[Signatures appear on the following pages.]

**GRANTOR**

\_\_\_\_\_

**By:** \_\_\_\_\_

**Printed:** \_\_\_\_\_

**Title:** \_\_\_\_\_

STATE OF \_\_\_\_\_ )  
 ) ss:  
COUNTY OF \_\_\_\_\_ )

Personally appeared before me this day \_\_\_\_\_, the \_\_\_\_\_ of **CITY OF WESTFIELD**, who acknowledged the execution of the above instrument to be her/his voluntary act and deed for and on behalf of said company as said company's duly authorized representative.

Witness my hand and notarial seal, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
NOTARY PUBLIC

\_\_\_\_\_  
PRINTED NAME

My Commission expires \_\_\_\_\_ My County of Residence is \_\_\_\_\_

*Utility Easement Agreement Dated* \_\_\_\_\_.

[Signatures continue on the following page.]

**GRANTEE**

**CITIZENS WASTEWATER OF WESTFIELD, LLC.**

**By:** \_\_\_\_\_

**Printed:** Edward J. Bukovac

**Title:** Vice President

STATE OF INDIANA        )  
  ) ss:  
COUNTY OF MARION     )

Personally appeared before me this day **Edward J. Bukovac**, the **Vice President** of **CITIZENS WASTEWATER OF WESTFIELD, LLC.** who acknowledged the execution of the above instrument to be her/his voluntary act and deed for and on behalf of said company.

Witness my hand and notarial seal, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
NOTARY PUBLIC

\_\_\_\_\_  
PRINTED NAME

My Commission expires \_\_\_\_\_ My County of Residence is \_\_\_\_\_

*Utility Easement Agreement Dated* \_\_\_\_\_.

This instrument prepared by Lauren R. Toppen, Counsel. 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. *Chris L. Kehl.*

EXHIBIT A

TO UTILITY EASEMENT AGREEMENT

DATED \_\_\_\_\_

Legal Description – Easement Property

I/3547656.5

EXHIBIT "A"

**Permanent Easement Area**

Part of Block G in Wheeler Landing Section 2, recorded as Instrument No. 2021018249 in Plat Cabinet 6, Slide 74 in the Office of the Recorder of Hamilton County, Indiana, described as follows:

Beginning at the Northwest corner of said Block, thence North 89 degrees 37 minutes 58 seconds East 401.13 feet along the North line of said Block to a Northeast corner of said Block; thence South 45 degrees 01 minute 39 seconds East 56.24 feet along the Northeast line of said Block to a Northeastern corner of said Block; thence South 89 degrees 37 minutes 58 seconds West 28.12 feet to a Southwestern line of a 20-foot Drainage and Utility Easement per said plat; thence North 45 degrees 01 minute 39 seconds West 28.12 feet along said Southwestern line to the South line of said Drainage and Utility Easement; thence South 89 degrees 37 minutes 58 seconds West 393.02 feet along said South line to the West line of said Block; thence North 0 degrees 19 minutes 52 seconds East 20.00 feet along said West line to the POINT OF BEGINNING and containing 0.202 acres, more or less.

**Temporary Easement Area**

Part of Block G in Wheeler Landing Section 2, recorded as Instrument No. 2021018249 in Plat Cabinet 6, Slide 74 in the Office of the Recorder of Hamilton County, Indiana, described as follows:

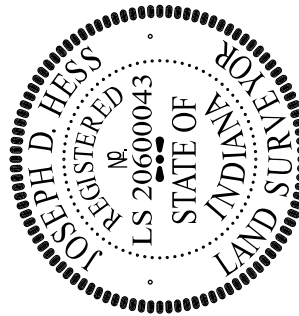
Commencing at the Northwest corner of said Block; thence South 0 degrees 19 minutes 52 seconds West 20.00 feet along the West line of said Block to the South line of a 20-foot Drainage and Utility Easement per said plat; thence South 89 degrees 37 minutes 58 seconds East 388.02 feet along said South line to the POINT OF BEGINNING of this description: thence North 89 degrees 37 minutes 58 seconds East 5.00 feet along said South line to a Southwestern line of said Drainage and Utility Easement; thence South 45 degrees 01 minute 39 seconds East 19.08 feet along said Southwestern line; thence South 90 degrees 00 minutes 00 seconds West 18.50 feet; thence North 0 degrees 00 minutes 00 seconds East 13.45 feet to the POINT OF BEGINNING and containing 0.004 acres, more or less.

SHEET 1 OF 2

**LAND OWNER**

**CITY OF WESTFIELD  
130 PENN ST.  
WESTFIELD, IN 46074  
INST. NO.: 2023030525**

DATE: 02/21/2025



**CITIZENS WASTEWATER OF WESTFIELD**

TEMPORARY EASEMENT AREA  
181st ST FORCE MAIN REPLACEMENT  
PROJECT NO. 49LS05392



STATE PARCEL ID  
29-05-35-000-012.001-015  
COUNTY PARCEL ID  
08-05-35-00-00-012.001



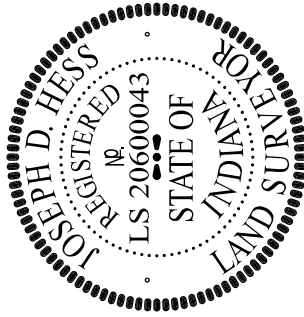
EXHIBIT "A"



GRAPHIC SCALE



( IN FEET )  
1 inch = 30 ft.

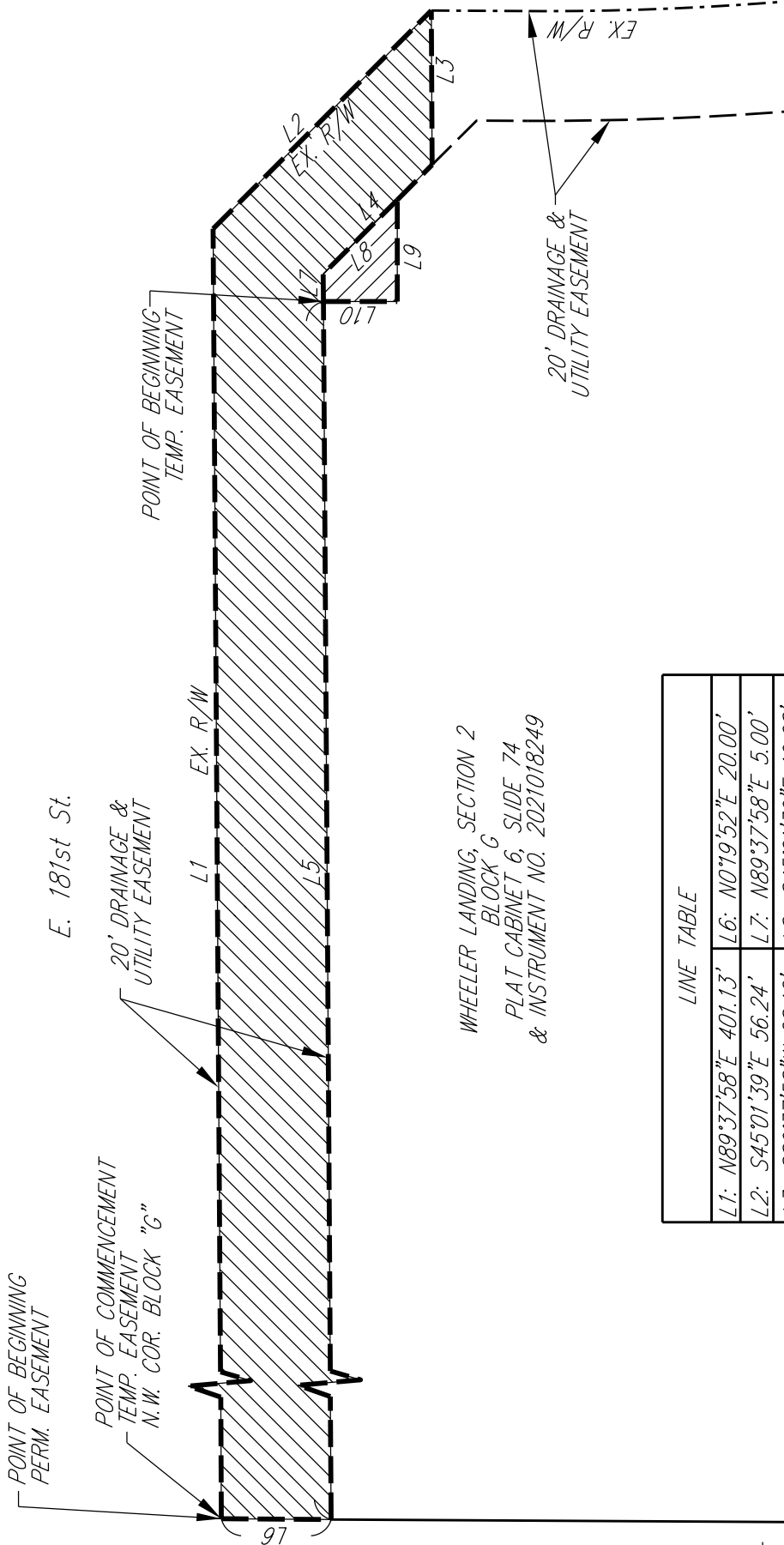


*Joseph D. Hess*

DATE: 02/21/2025

LAND OWNER

CITY OF WESTFIELD  
130 PENN ST.  
WESTFIELD, IN 46074  
INST. NO.: 2023030525



WHEELER LANDING, SECTION 2  
BLOCK G  
PLAT CABINET 6, SLIDE 74  
& INSTRUMENT NO. 2021018249

LINE TABLE	
L1:	N89°37'58"E 401.13'
L2:	S45°01'39"E 56.24'
L3:	S89°37'58"W 28.12'
L4:	N45°01'39"W 28.12'
L5:	S89°37'58"W 393.02'
L6:	N0°19'52"E 20.00'
L7:	N89°37'58"E 5.00'
L8:	S45°01'39"E 19.08'
L9:	S90°00'00"W 18.50'
L10:	N0°00'00"E 13.45'



THIS DRAWING IS NOT INTENDED TO BE  
REPRESENTED AS A RETRACEMENT OR  
ORIGINAL BOUNDARY SURVEY, A ROUTE  
SURVEY, OR A SURVEYOR LOCATION REPORT.

CITIZENS WASTEWATER OF WESTFIELD

TEMPORARY EASEMENT AREA  
181st ST FORCE MAIN REPLACEMENT  
PROJECT NO. 49LS05392



STATE PARCEL ID  
29-05-35-000-012.001-015  
COUNTY PARCEL ID  
08-05-35-00-00-012.001



<p><b>CROSS REFERENCE:</b></p> <p><b>PLAT:</b> Plat recorded as/at <u>2021018249</u>, recorded <u>March 8, 2021</u> in the office of the Recorder of <u>Hamilton</u> county, Indiana</p> <p><b>DEED:</b> Deed recorded as/at <u>2023030525</u>, recorded <u>August 9, 2023</u> in the office of the Recorder of <u>Hamilton</u> county, Indiana</p>
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*Project Information:*

State Parcel #	<u>29-05-35-000-012.001-015</u>			
County Parcel #	<u>08-05-35-00-00-012.001</u>	<u>Hamilton</u>	County	
	<u>Sewer</u>	<u>System</u>	<u>E-49LS05392-07</u>	<u>Esmt No.</u>
	<u>181<sup>st</sup> Street Force Main Replacement</u>	<u>Project</u>	<u>49LS05392</u>	<u>Project No.</u>

**TEMPORARY CONSTRUCTION EASEMENT AGREEMENT**

THIS TEMPORARY CONSTRUCTION EASEMENT AGREEMENT (this "Agreement") made this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_ (the "Effective Date"), by and between **CITY OF WESTFIELD** ("Grantor") and the **CITIZENS WASTEWATER OF WESTFIELD, LLC.** ("Grantee").

WITNESSETH:

WHEREAS, Grantor is the owner in fee simple of real property located in Hamilton County (the "Grantor Parcel");

WHEREAS, Grantee and its Affiliates separately own and operate a water, sanitary sewer, natural gas and other regulated utility service systems (each a "System"); and

WHEREAS, Grantor desires to grant to Grantee, and Grantee desires to obtain from Grantor, a Temporary Construction Easement under, through, on, in, across, and over that certain portion of the Grantor Parcel more particularly described on Exhibit A attached hereto and incorporated by reference herein (the "Easement Area") in order to facilitate the construction, maintenance, operation, repair, and/or replacement by Grantee or its Affiliates of certain utility facilities that will serve the Grantor Parcel, subject to the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the above matters, all of which are incorporated herein by reference, the mutual covenants herein contained, and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **TEMPORARY CONSTRUCTION EASEMENT.** Subject to the terms and conditions set forth herein, Grantor hereby grants, creates, declares, makes, and conveys to Grantee, and Grantee's agents,

employees, Affiliates and contractors, a Temporary Construction Easement under, through, on, in, across, and over the Easement Area (the "Temporary Construction Easement") as is necessary for Grantee, its agents, employees, Affiliates and contractors to erect, construct, install, reconstruct, renew, maintain, operate, continue, inspect, patrol, replace, repair, and service the System, together with all necessary and convenient valves, drips, service pipes, markers, lines, equipment (including, without limitation, corrosion control equipment), appurtenances, appurtenant structures, and connections attached thereto (collectively, the "Utility Facilities"), together with the following rights granted to Grantee in connection with the exercise of rights pursuant to the Temporary Construction Easement: (i) the right to stage and store vehicles, construction machinery, equipment, materials, and supplies in, on, and over the Easement Area, and (ii) the right of ingress and egress in, upon, over and across the Easement Area and portions of the Grantor Parcel as necessary.

2. EASEMENT RIGHTS. The rights granted to Grantee and its Affiliates pursuant to the Temporary Construction Easement shall be exercised at all times in a reasonable manner. Grantor hereby agrees that Grantee and its Affiliates are not, as a condition of the Temporary Construction Easement, required to improve the Easement Area.

3. RIGHTS RETAINED BY GRANTOR. Grantor and those claiming through Grantor reserve the right of use of the Easement Area for any legal purposes not inconsistent with this Agreement; however, Grantor and those claiming through Grantor shall not create, transfer or grant any indenture, easement, license, or other property interest affecting the Easement Area to a third party and shall not place or construct, or cause or allow any placement or construction of, any structure, obstruction, or other improvement on the Easement Area, without written consent of Grantee or its Affiliates, as applicable, in Grantee's or such Affiliates' sole and absolute discretion. Grantee or its Affiliates, as applicable, shall have the right, privilege, and authority to remove from the Easement Area, without liability to Grantee or its Affiliates or any obligation to restore, any structures, obstructions, or other improvements which existed at the time of execution of this Agreement or which hereafter are placed or constructed, or caused or allowed to be placed or constructed, by Grantor, its successors, or assigns without the written consent of Grantee or its Affiliates, as applicable. The terms "structures" and "obstructions," as used herein, shall include, without limitation, fences, buildings, asphalt and/or concrete pavement, curbing or other similar items, trees, bushes, earthen or other materials, levees, walls, berms, or other structures.

4. NATURE OF EASEMENT AND RIGHTS. The Temporary Construction Easement and other rights created by this Agreement shall be temporary, terminating upon the earlier of: (i) \_\_\_\_\_, 20\_\_\_; or (ii) the delivery of written notice from Grantee to Grantor noting that Grantee no longer requires the Temporary Construction Easement. Notwithstanding that this Agreement shall terminate and be released automatically upon the earliest occurrence of one (1) of the foregoing events, Grantee, at its sole option, may evidence such termination and release by recording a written termination and release instrument executed solely by Grantee in the Office of the Recorder of \_\_\_\_\_ County, Indiana.

5. TAXES AND ASSESSMENTS. Grantor further agrees that this Agreement shall not transfer to Grantee or its Affiliates any past, present, or future obligation of Grantor or Grantor's successors and assigns to be responsible for, or to pay any tax, assessment, or fee associated with or related to, the Easement Area.

6. ENVIRONMENTAL LIABILITY. Grantor covenants and represents that the Easement Area is not presently the subject of any federal, state or states, or local environmentally related lien, proceeding, claim, liability, or action, or threat or likelihood thereof. Grantor hereby acknowledges that Grantor shall remain solely liable for any and all environmentally related claims arising from or related to conditions on the Easement Area or Grantor Parcel.

7. **CROSS-REFERENCE.** In accordance with Indiana Code §32-23-2-5, the original recorded plat is recorded as **2021018249**, recorded on **March 8, 2021** in the office of the Recorder of **Hamilton** County, Indiana. The most recent deed of record by which Grantor holds title to the Easement Property is **2023030525**, recorded on **August 8, 2023** in the office of the Recorder of **Hamilton** County, Indiana.

8. **GRANTOR'S REPRESENTATIONS AND COVENANTS.** Grantor makes the following representations and warranties for the purpose of inducing Grantee to accept the Temporary Construction Easement:

- a. Grantor is the owner in fee simple of the Easement Area, is lawfully seized thereof and has a good right to grant and convey the Temporary Construction Easement pursuant to this Agreement, warrants the quiet enjoyment thereof, and will warrant and defend Grantee's title and interest in said Temporary Construction Easement against all claims.
- b. There are not indentures, easements, or licenses of any kind or character on the Easement Area that would materially and adversely affect the rights of Grantee or its Affiliates pursuant to the Temporary Construction Easement.
- c. There are no other encumbrances, leases, liens, or options of any kind or character on the Easement Area as granted that would materially and adversely affect the rights of Grantee or its Affiliates pursuant to the Temporary Construction Easement.

9. **GRANTEE'S REPRESENTATIONS AND COVENANTS.** Grantee covenants that, subject to the rights, privileges, and authority hereunder, in the exercise of such rights, privileges, and authority, Grantee or its applicable Affiliates shall restore the portion of the Easement Area and, if applicable, that portion of the Grantor Parcel adjoining the Easement Area, disturbed by Grantee or its applicable Affiliates to as near the existing original condition as is practicable, reasonable wear and tear excepted.

10. **BINDING AGREEMENT.** This Agreement shall run with the Easement Area, be a burden on the Grantor Parcel and the Easement Area and shall be binding upon the parties and all successors and assigns.

11. **GOVERNING LAW.** This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Indiana. Any lawsuit filed in connection with this Agreement shall be filed in Marion County, Indiana.

12. **SEVERABILITY.** The invalidity or unenforceability of any covenant, condition, term or provision in this Agreement shall not affect the validity or enforceability of any other covenant, condition, term, or provision contained herein.

13. **MODIFICATION, RELEASE.** The parties agree that this Agreement shall only be modified by the express, written agreement of the parties; provided, however, The Agreement may be voluntarily released and terminated by the dominant estate holder by executing and recording a written termination and release instrument.

14. **COUNTERPARTS.** This Agreement may be executed in counterparts, and by each of the parties on separate counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one in the same instrument.

15. **ENTIRE AGREEMENT.** Grantor and Grantee agree that this Agreement, and the documents incorporated herein, represent the entire understanding between Grantor and Grantee. The signing of this Agreement by Grantor and Grantee constitutes their mutual recognition that no other agreements or

promises, oral or written, except as attached hereto and incorporated herein, exists between them, and that if such oral or written agreements or promises exist, such are hereby cancelled. Grantor and Grantee hereby represent to the other that Grantor and Grantee will not rely upon any agreement, promise, or understanding not incorporated herein at the time of execution of this Agreement or not reduced to writing, incorporated in written amendments to this Agreement, and recorded.

16. NOTICE. All notices, requests, demands, consents and other communications required or permitted under this Agreement shall be in writing and shall be deemed to have been duly and properly given on the date of service if delivered personal, or, if mailed, on the second business day after such notice is deposited in a receptacle of the United States Postal Service, registered or certified mail, first class postage prepaid, return receipt requested, or on the first business day following deposit with a nationally recognized overnight courier service (e.g., FedEx), postage prepaid, in any event addressed appropriately as follows:

If to Grantor: City of Westfield  
130 Penn St.  
Westfield, IN 46074

With a copy to: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

If to Grantee: Citizens Wastewater of Westfield, LLC  
2020 N. Meridian Street  
Indianapolis, IN 46202  
Attn: Legal Department

With a copy to: Citizens Energy Group  
2150 Dr. Martin Luther King Jr. Street  
Indianapolis, IN 46202  
Attn: Real Estate Supervisor

17. CORPORATE AUTHORITY. The undersigned represents and warrants that (he)(she) is a duly elected officer of the Grantor; that the Grantor is a corporation validly existing in the State of its origin and, where required, in the State where the real estate is situated; that the Grantor has full corporate authority to convey the real estate interest described herein; that pursuant to resolution of the board of directors or shareholders of the Grantor or by the by-laws of the Grantor, (he)(she) has full authority to execute and deliver this instrument on its behalf and that said authority has not been revoked; that (he)(she) is therefore fully authorized and empowered to convey to the Grantee and its Affiliates the real estate of the Grantor and that on the date of execution of this indenture (he)(she) had full authority to so act; and that all necessary corporate action for the making of this conveyance has been duly taken.

18. USE OF EASEMENT AREA BY GRANTEE AFFILIATES: Grantor acknowledges and agrees that any Affiliate of Grantee shall be entitled to use and enjoy the Easement Area in the same manner as Grantee under this Agreement, subject to the performance by such Affiliate of the obligations of Grantee under this Agreement. As used in this Agreement, "Affiliate" shall mean any entity or public trust that (i) owns or controls the majority of ownership interests in Grantee, (ii) is under common control

by an entity or public trust that owns or controls the majority of ownership interests in Grantee, or (iii) is under common control of The Department of Public Utilities for the City of Indianapolis, Acting by and through the Board of Directors for Utilities, as Trustee, in furtherance of the Public Charitable Trust for the Water System, the Wastewater System, including but not limited to CWA Authority, Inc., and/or the Energy Trust. For the avoidance of doubt, any notice permitted or required pursuant to this Agreement, if properly delivered to Grantee pursuant to Section 16 of this Agreement shall be deemed to have been given to any Affiliate then using the Easement Property.

[Signature page to follow.]

IN WITNESS WHEREOF, the undersigned parties have executed this Agreement as of the date first written above.

GRANTOR:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed

\_\_\_\_\_  
Title

STATE OF INDIANA            )  
  ) SS:  
COUNTY OF \_\_\_\_\_)

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared \_\_\_\_\_, \_\_\_\_\_ of the Grantor, who acknowledged the execution of the foregoing Temporary Construction Easement Agreement to be his/her voluntary act and deed.

Witness my hand and Notarial Seal this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
County of Residence

\_\_\_\_\_  
Signature

\_\_\_\_\_  
My Commission Expires

\_\_\_\_\_  
Printed Name

GRANTEE:

CITIZENS WASTEWATER OF WESTFIELD, LLC

Signature: \_\_\_\_\_

Printed: Edward J. Bukovac

Title: Vice President

STATE OF INDIANA            )  
  ) SS:  
COUNTY OF MARION        )

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared Edward J. Bukovac, Vice President of CITIZENS WASTEWATER OF WESTFIELD, LLC, who acknowledged the execution of the foregoing Temporary Construction Easement Agreement to be his voluntary act and deed, on behalf of the company.

Witness my hand and Notarial Seal this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
County of Residence

\_\_\_\_\_  
Signature

\_\_\_\_\_  
My Commission Expires

\_\_\_\_\_  
Printed Name

After recording, please return to:       Citizens Wastewater of Westfield, LLC  
  2020 N. Meridian Street  
  Indianapolis, IN 46202  
  Attn: Real Estate Supervisor

This instrument was prepared by Lauren Toppen, Counsel, Citizens Energy Group.

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. Chris L. Kehl

EXHIBIT A

Easement Area

EXHIBIT "A"

**Permanent Easement Area**

Part of Block G in Wheeler Landing Section 2, recorded as Instrument No. 2021018249 in Plat Cabinet 6, Slide 74 in the Office of the Recorder of Hamilton County, Indiana, described as follows:

Beginning at the Northwest corner of said Block, thence North 89 degrees 37 minutes 58 seconds East 401.13 feet along the North line of said Block to a Northeast corner of said Block; thence South 45 degrees 01 minute 39 seconds East 56.24 feet along the Northeast line of said Block to a Northeastern corner of said Block; thence South 89 degrees 37 minutes 58 seconds West 28.12 feet to a Southwestern line of a 20-foot Drainage and Utility Easement per said plat; thence North 45 degrees 01 minute 39 seconds West 28.12 feet along said Southwestern line to the South line of said Drainage and Utility Easement; thence South 89 degrees 37 minutes 58 seconds West 393.02 feet along said South line to the West line of said Block; thence North 0 degrees 19 minutes 52 seconds East 20.00 feet along said West line to the POINT OF BEGINNING and containing 0.202 acres, more or less.

**Temporary Easement Area**

Part of Block G in Wheeler Landing Section 2, recorded as Instrument No. 2021018249 in Plat Cabinet 6, Slide 74 in the Office of the Recorder of Hamilton County, Indiana, described as follows:

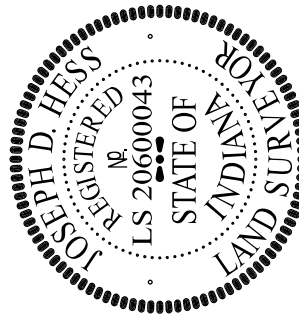
Commencing at the Northwest corner of said Block; thence South 0 degrees 19 minutes 52 seconds West 20.00 feet along the West line of said Block to the South line of a 20-foot Drainage and Utility Easement per said plat; thence South 89 degrees 37 minutes 58 seconds East 388.02 feet along said South line to the POINT OF BEGINNING of this description: thence North 89 degrees 37 minutes 58 seconds East 5.00 feet along said South line to a Southwestern line of said Drainage and Utility Easement; thence South 45 degrees 01 minute 39 seconds East 19.08 feet along said Southwestern line; thence South 90 degrees 00 minutes 00 seconds West 18.50 feet; thence North 0 degrees 00 minutes 00 seconds East 13.45 feet to the POINT OF BEGINNING and containing 0.004 acres, more or less.

SHEET 1 OF 2

**LAND OWNER**

**CITY OF WESTFIELD  
130 PENN ST.  
WESTFIELD, IN 46074  
INST. NO.: 2023030525**

DATE: 02/21/2025



*Joseph D. Hess*

**CITIZENS WASTEWATER OF WESTFIELD**

TEMPORARY EASEMENT AREA  
181st ST FORCE MAIN REPLACEMENT  
PROJECT NO. 49LS05392



STATE PARCEL ID  
29-05-35-000-012.001-015  
COUNTY PARCEL ID  
08-05-35-00-00-012.001



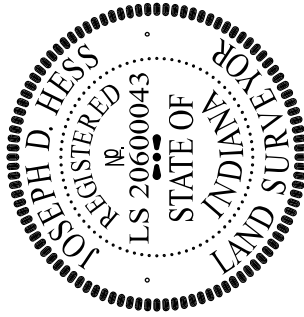
EXHIBIT "A"



GRAPHIC SCALE



( IN FEET )  
1 inch = 30 ft.

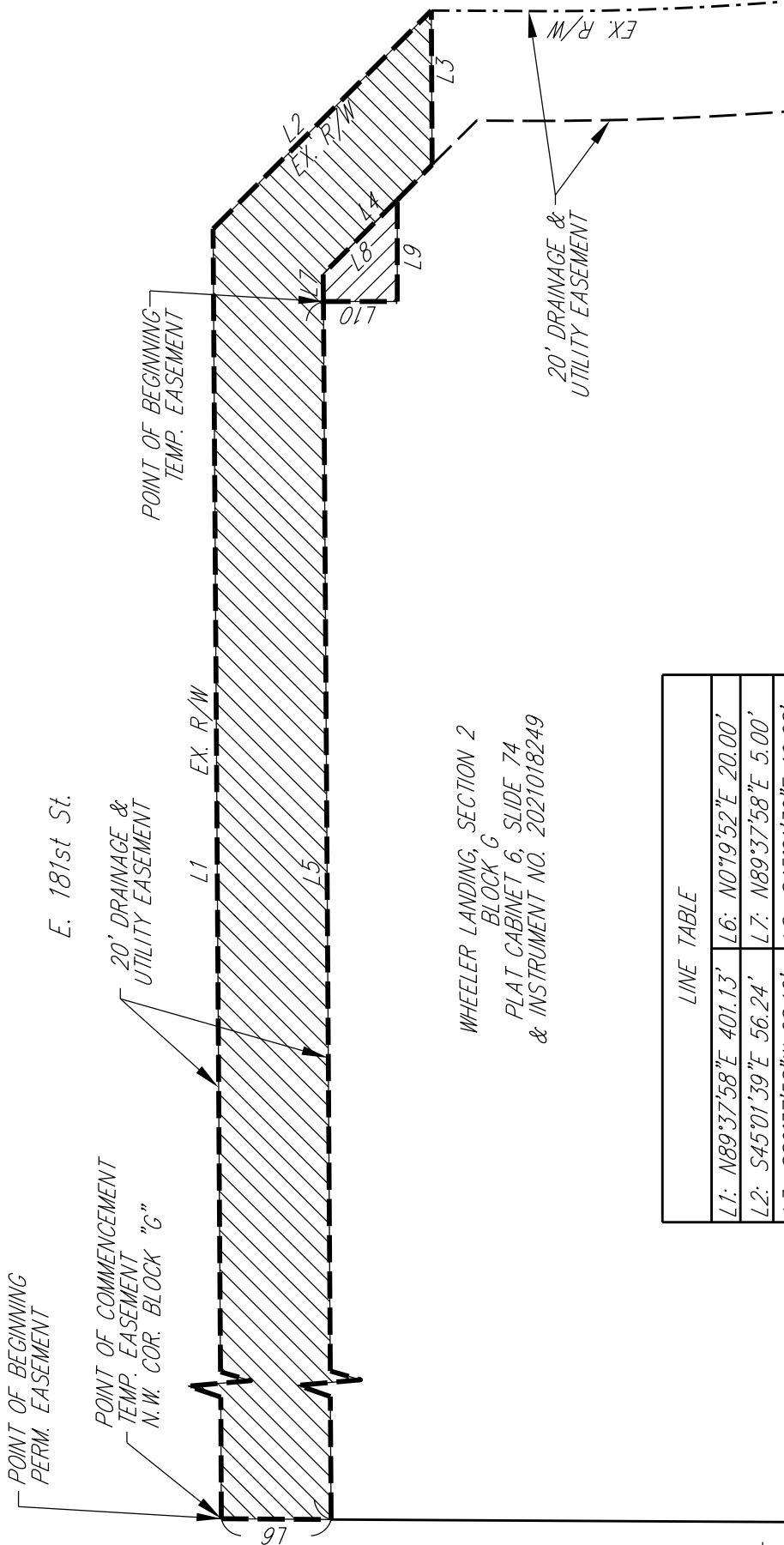


*Joseph D. Hess*

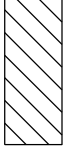
DATE: 02/21/2025

**LAND OWNER**

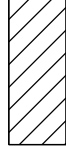
**CITY OF WESTFIELD**  
**130 PENN ST.**  
**WESTFIELD, IN 46074**  
**INST. NO.: 2023030525**



LINE TABLE	
L1:	N89°37'58"E 401.13'
L2:	S45°01'39"E 56.24'
L3:	S89°37'58"W 28.12'
L4:	N45°01'39"W 28.12'
L5:	S89°37'58"W 393.02'
L6:	N0°19'52"E 20.00'
L7:	N89°37'58"E 5.00'
L8:	S45°01'39"E 19.08'
L9:	S90°00'00"W 18.50'
L10:	N0°00'00"E 13.45'



PERMANENT EASEMENT AREA 0.202 ACRES ±



TEMPORARY EASEMENT AREA 0.004 ACRES ±

THIS DRAWING IS NOT INTENDED TO BE REPRESENTED AS A RETRACEMENT OR ORIGINAL BOUNDARY SURVEY, A ROUTE SURVEY, OR A SURVEYOR LOCATION REPORT.

**CITIZENS WASTEWATER OF WESTFIELD**

TEMPORARY EASEMENT AREA  
181st ST FORCE MAIN REPLACEMENT  
PROJECT NO. 49LS05392



STATE PARCEL ID  
29-05-35-000-012.001-015  
COUNTY PARCEL ID  
08-05-35-00-00-012.001



QUITCLAIM to State Parcel: 29-06-30-000-002.000-015 County Parcel: 09-06-30-00-00-002  
Cross Reference No.: 2013069401 Recorded on 11/15/2013 Hamilton County, IN

### QUITCLAIM DEED

THIS INDENTURE WITNESSETH, that the CITY OF WESTFIELD, INDIANA (“Grantor”), QUITCLAIMS to the CITIZENS WASTEWATER OF WESTFIELD, LLC., (“Grantee”), for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, any and all right, title, and interest in the real estate in Hamilton County, Indiana, more particularly described in **Exhibit A** and depicted on **Exhibit B** attached hereto and incorporated herein by reference (the “Real Estate”).

The purpose of this deed is to ensure that as of the date hereof fee title to any portion of the Real Estate held by Grantor is vested in Grantee.

The undersigned person executing this Quitclaim Deed on behalf of Grantor represents and certifies that such person has been fully empowered to execute and deliver this Quitclaim Deed; that Grantor has full capacity to convey the real estate described herein; and that all necessary action for the making of such conveyance has been taken and done.

**[signatures on following page]**

IN WITNESS WHEREOF, GRANTOR has executed this instrument this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

GRANTOR NAME

For Tax Purposes:  
City of Westfield  
130 Penn Street  
Westfield, IN 46074

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

NOTARY'S CERTIFICATE

STATE OF INDIANA                    )  
  ) SS:  
COUNTY OF HAMILTON            )

Before me, a Notary Public, in and for said State and County, personally appeared \_\_\_\_\_ the duly authorized representative of City of Westfield, Indiana, and acknowledged the execution of the same on the date aforesaid to be their voluntary act and deed and who, being duly sworn, stated that any representations contained therein are true.

Witness my hand and Notarial Seal this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

My Commission expires: \_\_\_\_\_ My Commission number: \_\_\_\_\_

I am a resident of \_\_\_\_\_ County.

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. /Laura Wermund Santos

This instrument prepared by: Laura Wermund Santos of Negotiations, Inc. 7851 Blue Jay Way, Zionsville, IN 46077

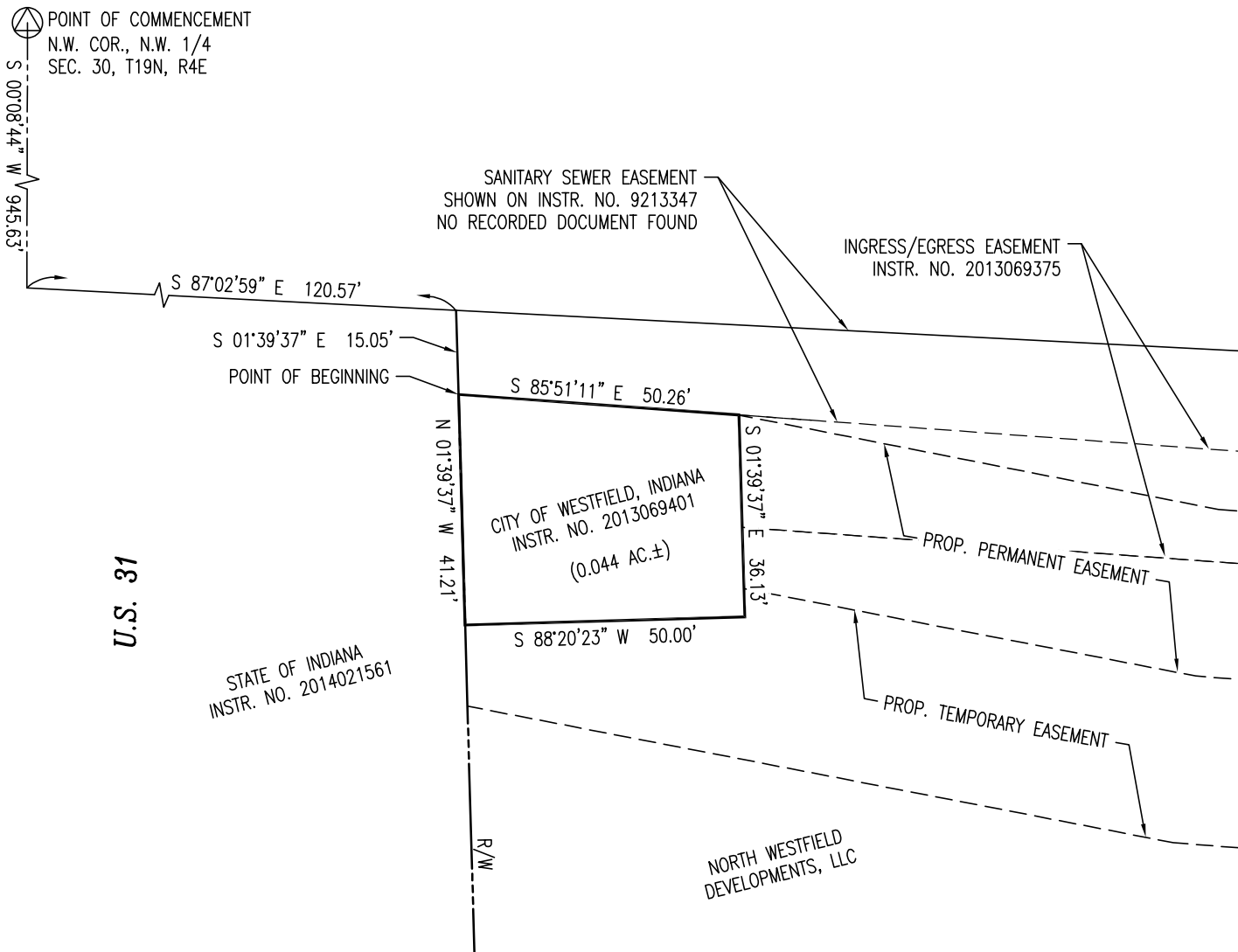
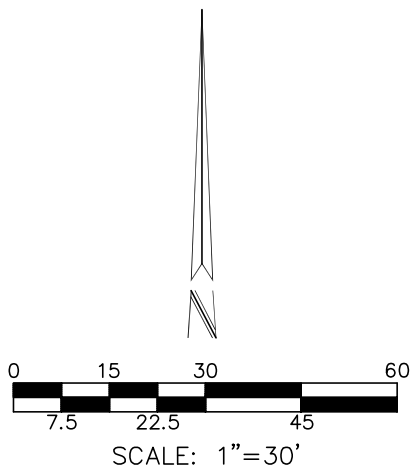
## EXHIBIT A

### LEGAL DESCRIPTION

A part of the Northwest Quarter of Section 30, Township 19 North, Range 4 East, Hamilton County, Indiana, and being the same land conveyed to the City of Westfield as described in Instrument Number 2013069401 in the Office of the Recorder of Hamilton County, Indiana, more particularly described as follows:

Commencing at the Northwest corner of said Northwest Quarter; thence South 00 degrees 08 minutes 44 seconds West along the West line of said Northwest Quarter 945.63 feet to the prolonged north line of a tract of land described in Instrument Number 2018045024 in said Recorder's Office; thence South 87 degrees 02 minutes 59 seconds East along said prolonged north line 120.57 feet to the East boundary of U.S. 31 as described in Instrument Number 2014021561 in said Recorder's Office; thence South 01 degree 39 minutes 37 seconds East along said East boundary 15.05 feet to the South line of a sanitary sewer easement in favor of the City of Westfield and the POINT OF BEGINNING; thence South 85 degrees 51 minutes 11seconds East along said South line 50.26 feet; thence South 01 degree 39 minutes 37 seconds East 36.13 feet; thence South 88 degrees 20 minutes 23 seconds West 50.00 feet to said East boundary of U.S. 31; thence North 01 degree 39 minutes 37 seconds West along said East boundary 41.21 feet to the POINT OF BEGINNING, containing 0.044 acres, more or less.

# EXHIBIT "B"



DATE: 9/8/2025 SHEET 1 OF 1

## CITIZENS WASTEWATER OF WESTFIELD

LIFT STATION PARCEL EXHIBIT  
MIDTOWN & GTE LIFT STATION DECOMMISSION  
PROJECT NO. 49LS06579



COUNTY PARCEL IDs  
09-06-30-00-00-002.001  
  
STATE PARCEL IDs  
29-06-30-000-002.001-015



**LAND OWNER**  
CITY OF WESTFIELD  
130 PENN STREET  
WESTFIELD, IN 46074  
INSTRUMENT NO. 2013069401

THIS DRAWING IS NOT INTENDED TO BE REPRESENTED AS A RETRACEMENT OR ORIGINAL BOUNDARY SURVEY, A ROUTE SURVEY, OR A SURVEYOR LOCATION REPORT.

**RESOLUTION NO. 25-148**

**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)(8)(c) states that retired sworn WPD personnel may receive his/her primary duty weapon (pistol) upon approval of the WPD Chief or his designee and Board approval;

WHEREAS, after serving the City and its citizens for 27 years, Westfield Police Department Officer Angela Martin is retiring; and

WHEREAS, in light of the foregoing, the Board hereby seeks to declare as surplus property and approve the transfer of WPD Officer Angela Martin’s primary duty weapon 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: XXX-XX6739  
“Primary Duty Weapon”

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

Section 4. In recognition of WPD Officer Angela Martin’s contributions to the City and its citizens, the Board hereby approves transfer of the Primary Duty Weapon to WPD Officer Angela Martin 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 pursuant to Indiana law and General Orders.

Section 5. This Resolution is effective upon passage.

ADOPTED and PASSED this \_\_\_\_ day of August, 2025.

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

\_\_\_\_\_  
Mayor Scott A. Willis

\_\_\_\_\_  
Chuck Lehman

\_\_\_\_\_  
Nick Barbknecht

Attest: \_\_\_\_\_  
Kim Strang, Deputy Clerk Treasurer

## ROAD IMPACT FEE INSTALLMENT AGREEMENT

Cross Referenced to Instrument Nos. 2022051394, 2024000845, 2022030680

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

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

**Address:**       402 E. Main Street, Westfield, IN 46074

**Parcel Nos:**   09-06-31-03-08-004.000

**Section 2.**     **Improvement Location Permit Nos.:**  
25-RMF87-193-1021 and 25-C-019-873 (the “ILP”).

**Builder/Contractor:**       REBAR Development  
8700 North Street, Suite 120  
Fishers, IN 46038

**Section 3.**     **Statement of Terms:**

- A. As part of the development of the Real Estate, road impact fees are required to be paid to the City by the Applicant. In accordance with City Ordinance 24-43, the City assessed road impact fees of **\$177,614.00** on July 15, 2025 (retail) and **\$129,485.00** on 7/31/2025 (residential), attached hereto as Exhibit B (25-RIFA-23) (the “Assessed Road Impact Fee”), as part of the Applicant’s filed ILP for the Real Estate.
- B. Pursuant to I.C. 36-7-4-1324 the City agrees to installment payments of the Assessed Road Impact Fees as set forth herein.
- C. Prior to the issuance of the ILP, the Applicant agrees to tender \$5,000.00 (Five-Thousand Dollars) or five percent (5%), whichever is greater.
- D. Pursuant to I.C. 36-7-4-1324 the City will charge seven and a half percent (7.5%) interest on an annual basis, only on the portion of the impact fee that is outstanding.
- E. Pursuant to I.C. 36-7-4-1324 the City may charge a ten percent (10%) penalty on any installment which is not paid by the payable due date set forth in Section F. This penalty will be assessed only to the installment amount which is overdue and is a one-time charge for that installment. Interest in the amount described in Section D may also be charged on the penalty amount in accordance with I.C. 36-7-4-1324.

- F. The Applicant agrees to make installment payments to the City for the remaining Assessed Road Impact Fee on or before the dates set forth below. The remaining amounts shall be due in equal payments beginning September 14, 2026, and every year thereafter, in accordance with the following:

Issuance of ILP:	\$15,354.95
September 14, 2026:	\$72,108.84
September 14, 2027:	\$72,108.84
September 14, 2028:	\$72,108.84
September 14, 2029:	\$72,108.84
September 14, 2030:	\$72,108.84
<b>Total Road Impact Fee:</b>	<b>\$375,899.15</b>

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

**Section 4. Binding on Successors and Assigns:**

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

**Section 5. Effective Date:**

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

**Section 6. Recording:**

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

**Section 7. Enforcement:**

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

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

**Rebar Development (the “Applicant”)**

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

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

\_\_\_\_\_  
SIGNATURE OF NOTARY PUBLIC

State of \_\_\_\_\_, County of \_\_\_\_\_, SS:

Subscribed and Sworn before me this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

Printed Name of Notary Public \_\_\_\_\_

My Commission Expires \_\_\_\_\_

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

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

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

---

Nick Barbknecht

---

Chuck Lehman

---

Scott Willis

ATTEST:

---

Pat Leuteritz, Office Administrator

**Exhibit A**  
**Real Estate**

A PART OF THE SOUTHWEST QUARTER OF SECTION 31, TOWNSHIP 19 NORTH, RANGE 4 EAST, HAMILTON COUNTY, INDIANA, THE FOLLOWING DESCRIPTION BEING WRITTEN BY KAREN SUTTON, INDIANA PLS #21200013, FOR A KUHN & GUSTAFSON LAND SURVEYING PROJECT NUMBER 240180, LAST REVISED OCTOBER 11, 2024, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A HARRISON MONUMENT AT THE SOUTHEAST CORNER OF SAID QUARTER SECTION; THENCE SOUTH 89 DEGREES 42 MINUTES 41 SECONDS WEST (BEARING BASIS IS INDIANA STATE PLANE COORDINATE SYSTEM EAST ZONE) 956.00 FEET ALONG THE SOUTH LINE OF SAID SECTION TO THE SOUTHERLY PROJECTION OF THE WEST RIGHT OF WAY LINE OF HILLCREST DRIVE; THENCE NORTH 00 DEGREES 03 MINUTES 59 SECONDS EAST 70.02 FEET TO THE NORTH LINE OF STATE ROAD 32 (MAIN STREET) AS DESCRIBED IN INSTRUMENT NUMBER 2022051394 AND THE POINT OF BEGINNING, THE FOLLOWING SIX (6) CALLS BEING ALONG THE PERIMETER OF STATE OF INDIANA PROPERTY DESCRIBED IN INSTRUMENT NO. 2022051394 AND 2024000845 AND CITY OF WESTFIELD PROPERTY DESCRIBED IN INSTRUMENT NO. 2022030680; 1) THENCE SOUTH 85 DEGREES 22 MINUTES 36 SECONDS WEST 300.34 FEET; 2) THENCE NORTH 55 DEGREES 39 MINUTES 15 SECONDS WEST 73.30 FEET; 3) THENCE NORTH 26 DEGREES 45 MINUTES 58 SECONDS WEST 53.85 FEET; 4) THENCE NORTH 04 DEGREES 27 MINUTES 15 SECONDS WEST 97.13 FEET; 5) THENCE NORTH 01 DEGREES 42 MINUTES 06 SECONDS WEST 159.92 FEET TO THE P.C. OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 575.00 FEET; 6) THENCE ALONG SAID CURVE 88.78 FEET, HAVING A CHORD THAT BEARS NORTH 04 DEGREES 30 MINUTES 48 SECONDS EAST 88.69 FEET TO THE TO THE SOUTH LINE OF A PARCEL DESCRIBED IN INSTRUMENT NUMBER 2020061880; THENCE ALONG THE SOUTH LINE OF SAID PARCEL NORTH 89 DEGREES 42 MINUTES 41 SECONDS EAST 239.93 FEET TO THE WEST LINE OF ROBERTS REVISED ROLLING ACRES AS RECORDED IN PLAT BOOK 2, PAGES 40 – 41; THENCE ALONG SAID WEST LINE NORTH 00 DEGREES 03 MINUTES 59 SECONDS EAST 18.40 FEET TO THE NORTHWEST CORNER OF LOT 5 IN SAID ROBERTS REVISED ROLLING ACRES; THENCE ALONG THE NORTH LINE OF SAID LOT 5 NORTH 89 DEGREES 56 MINUTES 59 SECONDS EAST 150.00 FEET TO THE WEST RIGHT OF WAY LINE OF HILLCREST DRIVE; THENCE ALONG SAID WEST RIGHT OF WAY LINE SOUTH 00 DEGREES 03 MINUTES 59 SECONDS WEST 430.08 FEET TO THE POINT OF BEGINNING. CONTAINING 3.82 ACRES, MORE OR LESS.

## Exhibit B

### Assessed Road Impact Fee (retail)

**ROAD IMPACT FEE ASSESSMENT**

Assessment Request #: 25-RIFA-23

Assessment Date: 7/15/25

Assessment Performed by: Lauren Gillingham-Teague, AICP  
(I.C. 36-7-4-1321 and City Ordinance No. 24-43)



<p><b>Property Information:</b>  <b>Property Description:</b>                  Parcel: 09-06-31-03-08-004.000                  Address: 402 E Main St</p>	<p><b>Applicant Information:</b>                  Karmen Deaton / Kimley-Horn &amp; Associates                  (317) 296-7096 / karmen.deaton@kimley-horn.com                  500 E 96th St, Indianapolis, IN 46240</p>
---	---

**Development Information:**

**Existing:** Single-family Residential  
**Zoning:** Ambrose on Main PUD

**Proposed:**  
 15,000 square foot commercial

**Road Impact Fee Calculation:**

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

<b>Land Use Code:</b>	Strip Retail Plaza (<40k) [822]		
<b>Independent Variable:</b>	15,000	square foot	
<b>Weighted Trip Average:</b>	54.45	per	1,000 square foot (average weekday 24-hour trip rate)

**Trips:**

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

**Pass-by Trips:**

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

**Calculation:**

<b>Strip Retail Plaza (&lt;40k) [822]</b>					
	Sq.Ft. GFA	Variable	x	Trip Average	
<b>Trips:</b>	15,000	1,000		54.45	= 816.75 24-hour trips
<b>Pass-by Trips:</b>			Average pass-by trip percentage:		40% pass-by trip reduction %
					326.70 pass-by trips
			<b>Total net trips:</b>		<b>490 24-hour trips</b>

**Road Impact Fee:** \$362.44 per trip (effective 01/01/2025 through 12/31/2025)

<b>Road Impact Fee Assessment:</b>						<b>Total Road Impact Fee:</b>
24-hour trips	x	fee per trip	=	road impact fee	pass-by trip discount	redevelopment credits
816.75		\$362.44		\$ 296,023	- \$ 118,409	- \$ - =
						<b>\$ 177,614</b>

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

## Exhibit B

### Assessed Road Impact Fee (residential)

**ROAD IMPACT FEE ASSESSMENT**

Assessment Request #: 25-RIFA-23  
 Assessment Date: 7/31/25  
 Assessment Performed by: Lauren Gillingham-Teague, AICP/Michael Pearce  
 (I.C. 36-7-4-1321 and City Ordinance No. 24-43)



<b>Property Information:</b> <b>Property Description:</b> Parcel: 09-06-31-03-08-004.000 Address: 402 E Main St	<b>Applicant Information:</b> Karmen Deaton / Kimley-Horn & Associates (317) 296-7096 / karmen.deaton@kimley-horn.com 500 E 96th St, Indianapolis, IN 46240
--	--

<b>Development Information:</b>	
Existing: Single-family Residential	Proposed: 87 apartment units
Zoning: Ambrose on Main PUD	105,000 sq. ft of multi-family

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

Land Use Code:	Multifamily Housing (Mid-Rise) (221)		
Independent Variable:	87	Dwelling Units	
Weighted Trip Average*:	4.54	per	1 Dwelling Units (average weekday 24-hour trip rate)

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

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

**Calculation:**

<b>221 - Multifamily Housing (Mid-Rise)</b>							
	# of Units	/	Variable	x	Trip Average		
Trips:	87	/	1	x	4.54	=	395 24-hour trips
Pass-by Trips:	Average pass-by trip percentage:						0% pass-by trip reduction %
							0.00 pass-by trips
	<b>Total net trips:</b>						<b>395 24-hour trips</b>

Road Impact Fee: \$362.44 per trip (effective 01/01/2025 through 12/31/2025)

<b>Road Impact Fee Assessment:</b>						<b>Total Road Impact Fee:</b>
24-hour trips	x	fee per trip	=	road impact fee	pass-by trip discount	redevelopment credits
394.98	x	\$362.44	=	\$ 143,156.55	- \$ -	\$ 13,671
						<b>= \$ 129,485</b>

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



September 24, 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:

- Central Indiana Insulation, LLC, Bond #2655690, \$35,750.00, Path, ROW, Erosion Control
- CND-Woods Robinson, LLC, Harvest Trail, Section 2, Bond #K41940852, \$137,480.36, Erosion Control
- CND-Woods Robinson, LLC, Harvest Trail, Section 2, Bond #K41940864, \$137,687.66, Sidewalks
- CND-Woods Robinson, LLC, Harvest Trail, Section 2, Bond #K41940876, \$1,456,552.79, Streets & Curbs
- CND-Woods Robinson, LLC, Harvest Trail, Section 2, Bond #K41940888, \$1,357,094.75, Storm Sewer
- Pulte Homes of Indiana, LLC, Kimblewick, Section 9, Bond #US00147764SU25A, \$618,190.10, Local Street Paving
- Pulte Homes of Indiana, LLC, Kimblewick, Section 9, Bond #US00147762SU25A, \$65,598.72, Paths
- Pulte Homes of Indiana, LLC, Kimblewick, Section 9, Bond #US00147761SU25A, \$26,125.00, Sidewalk
- Pulte Homes of Indiana, LLC, Kimblewick, Section 9, Bond #US00147765SU25A, \$1,599,032.93, Storm Sewer
- Pulte Homes of Indiana, LLC, Kimblewick, Section 9, Bond #US00147763SU25A, \$86,777.90, Curb

### **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:

- Lantern Commons Master, LLC, Westfield Blvd Connector Corner of 161<sup>st</sup> Street & Union, Bond #CIC1934727, \$2,590,814.24, Storm Sewer, Streets/Curbs, Erosion Control, Trail, & ROW
- Chatham Hills, LLP, Chatham Village, Section 4, Bond #5769473, \$1,512,223.00, Streets/Curbs, Storm Sewer, Common Area Sidewalk & Trail
- Chatham Hills, LLP, Chatham Village, Section 4, Bond #5361384, \$49,500.00, Erosion Control
- Chatham Hills, LLP, Chatham Hills, Section 7B, Bond #1094486, \$786,003.90, Streets & Curbs
- Chatham Hills, LLP, Chatham Hills, Section 7B, Bond #1094487, \$970,200.00, Storm Sewer
- Chatham Hills, LLP, Chatham Hills, Section 7B, Bond #1094488, \$6,160.00, Sidewalk
- Chatham Hills, LLP, Chatham Village Mia Rose Road Improvements, Bond #4172314, \$519,850.33, Storm Sewer & SSD, Street Subgrade Treatment – Cement
- Chatham Hills, LLP, Chatham Village Mia Rose Road Improvements, Bond #4172315, \$804,016.46, Asphalt Path, Concrete Sidewalks, Concrete Curbs, Concrete ADA Ramps, Local Street Pavement, Seeding & Erosion Control
- TWG Construction, LLC, Grand Park Village Multi-Family, Bond & Rider #7901044632, \$54,043.00, Erosion Control
- Giant Eagle, Market District, Bond #30172508, \$33,926.75, Erosion Control
- Mattcon General Contractors, Inc., Dollar Tree, Bond #392740K, \$203,183.20, Erosion Control
- Platinum Properties Management Company, Inc., Somerset West, Section 2, Bond #5681029, \$110,892.10, Erosion Control
- Platinum Properties Management Company, Inc., Somerset West, Section 2, Bond #5681030, \$120,707.40, Asphalt Paving – 186<sup>th</sup> Street & Entry
- Platinum Properties Management Company, Inc., Towns at Union, Bond #5856654, \$750,386.27, Storm Sewer & SSD Under Swales
- Platinum Properties Management Company, Inc., Towns at Union, Bond #5856650, \$75,065.10, Concrete Curb: Roll & Gutter Curb
- Platinum Properties Management Company, Inc., Towns at Union, Bond #5856652, \$77,374.05, ROW Asphalt Path: Subgrade Treatment, Stone, & HMA, ADA Ramps
- Platinum Properties Management Company, Inc., Towns at Union, Bond #5856653, \$537,103.91, Asphalt Paving: Local Streets: Subgrade Treatment, Stone Base, Base, HMA, Binder HMA, Intermediate HMA, Surface HMA, & Undercurb Subsurface Drains
- Platinum Properties Management Company, Inc., Towns at Union, Bond #5856651, \$143,784.17, Common Area Concrete Walks & Ramps
- Platinum Properties Management Company, Inc., Towns at Union, Bond #5769440, \$84,511.22, 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:

- Elevation Excavation, Chatham Village, Section 3, Chatham Village Apartments, & Mia Rose Improvements, Rider to Bond #LICX1985306, \$77,088.00, Storm Sewer & Subsurface Drains
- Lantern Commons Master, LLC, Westfield Blvd w/in Lantern Commons Master Development, Bond #CIC1958142, \$130,870.10, Storm Sewer, Curbs, & Erosion Control
- Delello & Sons Asphalt Paving, Inc., Lantern Commons, Bond #7674356, \$117,661.89, New Street Installation Located at 161<sup>st</sup> Street & Westfield Blvd. – Surface
- Delello & Sons Asphalt Paving, Inc., Lantern Commons, Bond #7674357, \$19,752.20, Natalie Wheeler Trail for the ROW Only for Access Off 161<sup>st</sup> Street – Surface
- Chatham Hills, LLP, Chatham Village, Section 4, Bond #5876616, \$4,500.00, Erosion Control
- Sitecrete, LLC, Chatham Village, Section 4, Bond #30255565, \$17,908.80, Curbs & Walks
- E&B Paving, LLC, Chatham Village, Section 4, Bond #30253701, \$7,178.00, Trails
- E&B Paving, LLC, Chatham Village, Section 4, Bond & Rider #30253700, \$49,388.00, Streets
- Sitecrete, LLC, Chatham Hills, Section 7B, Bond #30255563, \$12,137.60, Curbs & Walks
- E&B Paving, LLC, Chatham Hills, Section 7B, Bond & Rider #30253699, \$59,877.30, Streets
- Karns, Inc., Chatham Village Mia Rose Road Improvements, Bond #2655735, \$6,235.65, Curbs
- Karns, Inc., Chatham Village Mia Rose Road Improvements, Bond #2655738, \$2,451.80, Sidewalks
- E&B Paving, LLC, Chatham Village Mia Rose Road Improvements, Bond & Rider #30253702, \$60,438.82, Streets
- E&B Paving, LLC, Chatham Village Mia Rose Road Improvements, Bond #30253703, \$14,048.00, Trails
- Chatham Hills, LLP, Chatham Village Apartments – Mia Rose Road Improvements, Bond & Rider #5876615, \$7,020.80, Erosion Control
- E&B Paving, LLC, Somerset West, Section 2, Bond #30256767, \$10,973.40, Asphalt Paving – 186<sup>th</sup> Street & Entry
- Platinum Properties Management Company, Inc., Somerset West, Section 2, Bond #5876622, \$10,081.10, Erosion Control
- Delello & Sons Asphalt Paving, Inc., Towns at Union, Bond #7674586, \$7,034.00, Asphalt Paving – Paths
- Weihe Construction, Inc., Towns at Union, Bond #7674600, \$68,217.00, Storm Sewer
- Weihe Construction, Inc., Towns at Union, Bond #7674599, \$13,072.00, Sidewalk & ADA Ramps
- Weihe Construction, Inc., Towns at Union, Bond #7674601, \$6,825.00, Roll Curb & Gutter
- Delello & Sons Asphalt Paving, Inc., Towns at Union, Bond #7674594, \$5,089.21, Asphalt Paving – Special Paving Parking Lot & Access Road
- Delello & Sons Asphalt Paving, Inc., Towns at Union, Bond #7674592, \$16,449.22, Asphalt Paving – Union Street ROW Paving
- Delello & Sons Asphalt Paving, Inc., Towns at Union, Bond #7674590, \$48,827.63, Asphalt Paving – Local Streets

- Platinum Properties Management Company, Inc., Towns at Union, Bond #5876623, \$7,682.84, 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:

- M/I Homes of Indiana, L.P., Scofield Farms, Section 5, Bond #SUR0077001, \$6,599.50, Erosion Control
- Howard Asphalt, LLC, d/b/a Howard Companies, Wood Wind South, Section 1, Bond & Rider #7901100989, \$2,020.00, 8' Wide Concrete Path
- Howard Asphalt, LLC, d/b/a Howard Companies, Wood Wind South, Section 1, Bond & Rider #7901100990, \$1,450.00, Common Area Walk
- Howard Asphalt, LLC, d/b/a Howard Companies, Wood Wind South, Section 1, Bond & Rider #7901100991, \$6,635.00, Surface, Stone Shoulder, Striping
- Harding Asphalt, LLC, d/b/a Harding Group, Wood Wind South, Section 1, Bond #7901090906, \$3,693.00, Concrete Curbs
- Harding Asphalt, LLC, d/b/a Harding Group, Wood Wind South, Section 1, Bond #7901090905, \$20,910.00, Asphalt Paving (Stone, Base, Binder)
- D&R Excavating, Inc. d/b/a Earth Resources, Wood Wind South, Section 1, Bond #INC61796, \$29,306.00, Storm Sewer & Subsurface Drains
- D&R Excavating, Inc. d/b/a Earth Resources, Wood Wind South, Section 2, Bond #INC61790, \$20,631.00, Storm Sewer & Subsurface Drains
- Harding Asphalt, LLC, d/b/a Harding Group, Wood Wind South, Section 2, Bond #7901100982, \$3,436.00, Concrete Curbs
- Harding Asphalt, LLC, d/b/a Harding Group, Wood Wind South, Section 2, Bond #7901100983, \$21,774.00, Stabilization, Stone, Base, Binder, & Surface
- Chick-fil-A, Inc., Bond & Rider #016237771, \$2,364.50, Streets, Curbs, Sidewalk, 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  
August 2025 Report**

Contact: Fire Chief

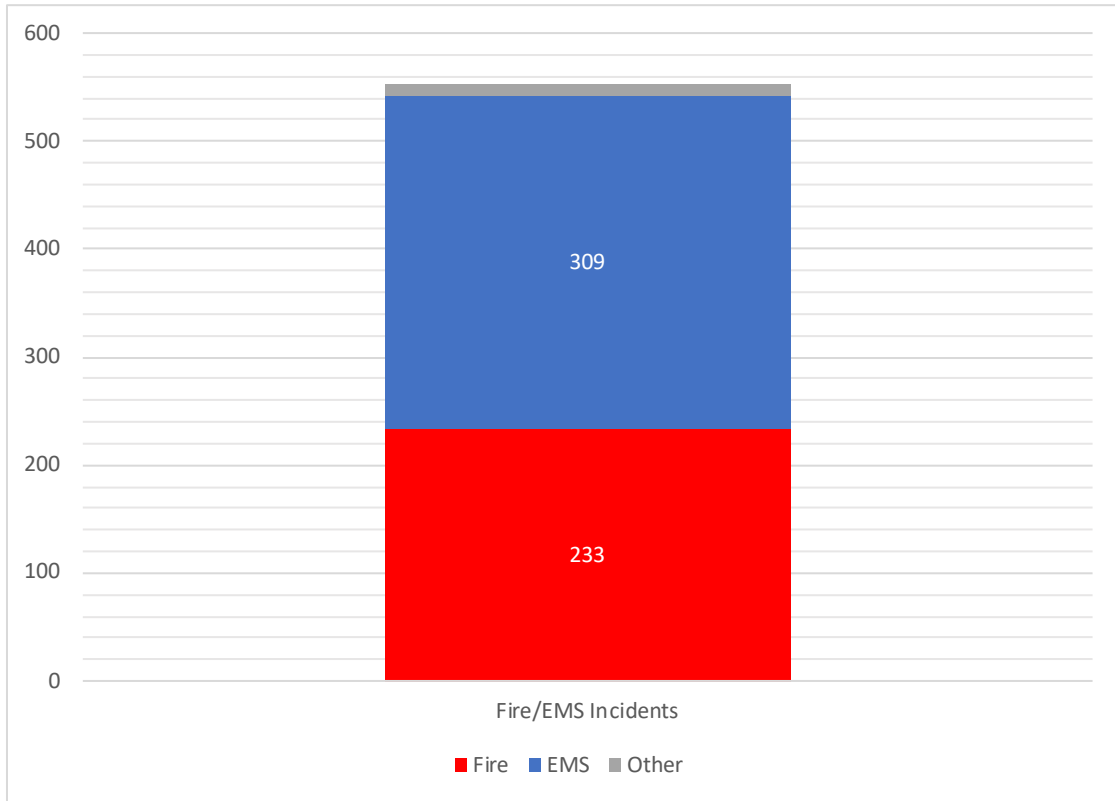
Rob Gaylor

Or Nikki Hartman

804-3304



## Westfield Fire August 2025 Incident Statistics

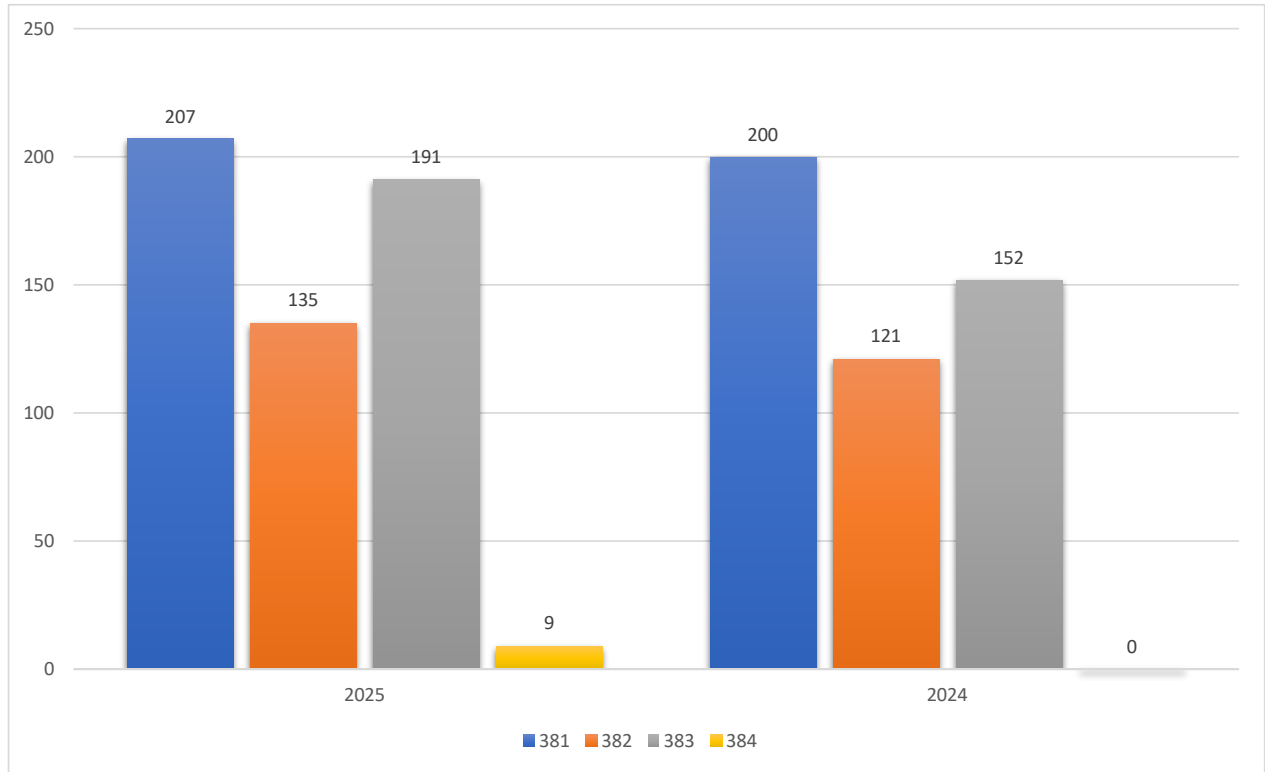


Fire/EMS Incidents		
Incident Type	Incident Counts	Percent of Total
EMS	309	56%
Fire	233	42%
Other	12	2%
<b>Total:</b>	<b>554</b>	

Average 18.47 responses per day. Average turnout time 1:07. And a total of 1237 apparatus response.



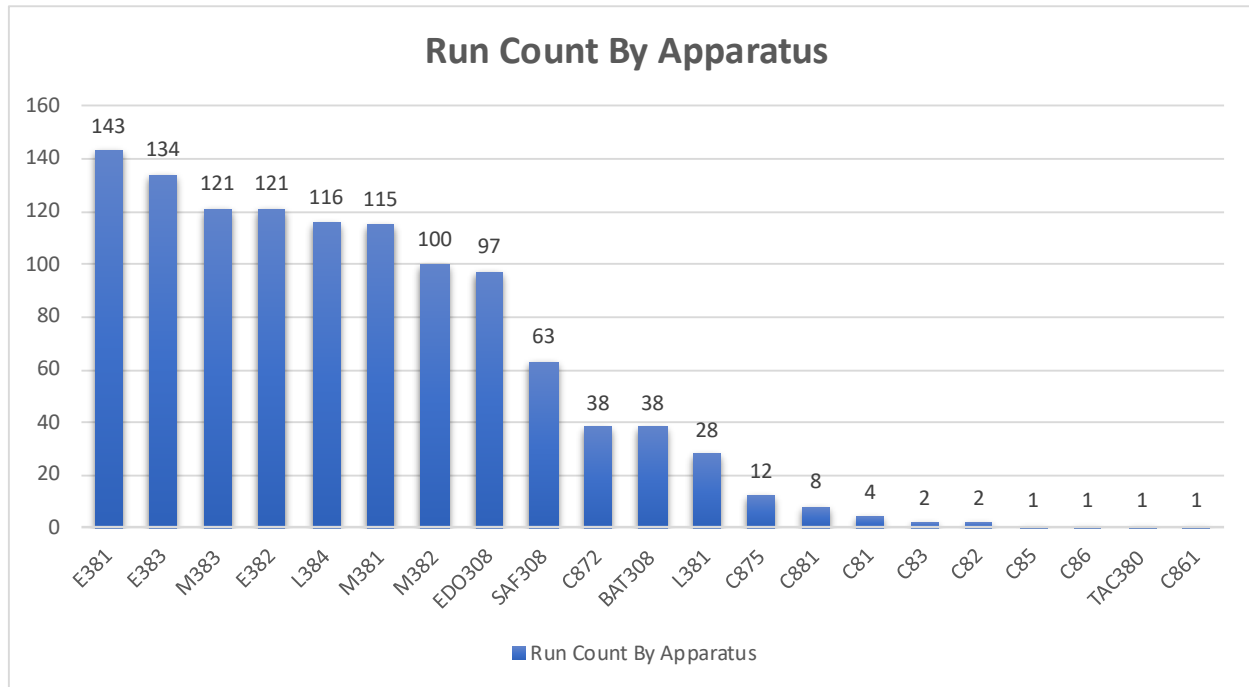
## Westfield Fire August 2025 Incident Statistics



District Comparison - Month				
District	2025	2024	Difference	%
381	207	200	7	3%
382	135	121	14	10%
383	191	152	39	20%
384	9	0	9	100%
Unknown	0	1	-1	
<b>Total:</b>	<b>542</b>	<b>474</b>	<b>68</b>	<b>12.55%</b>

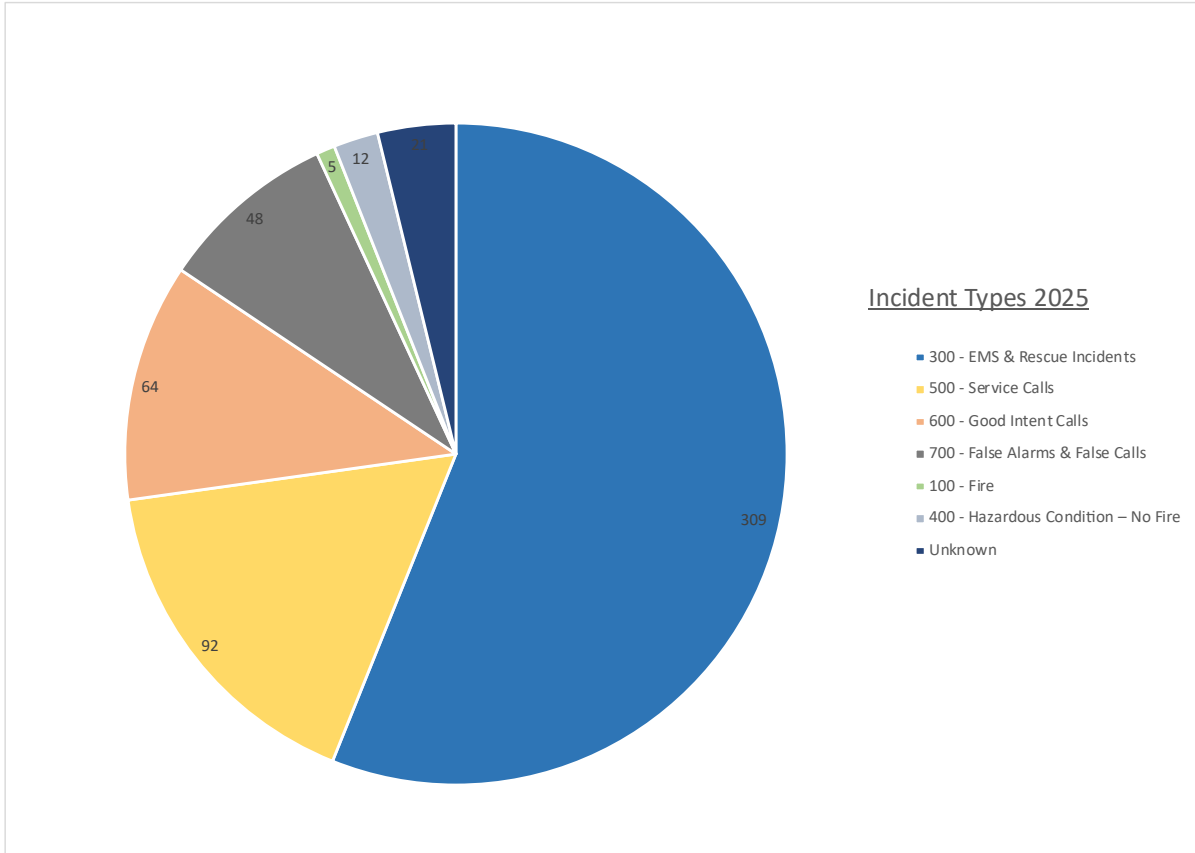


# Westfield Fire August 2025 Incident Statistics





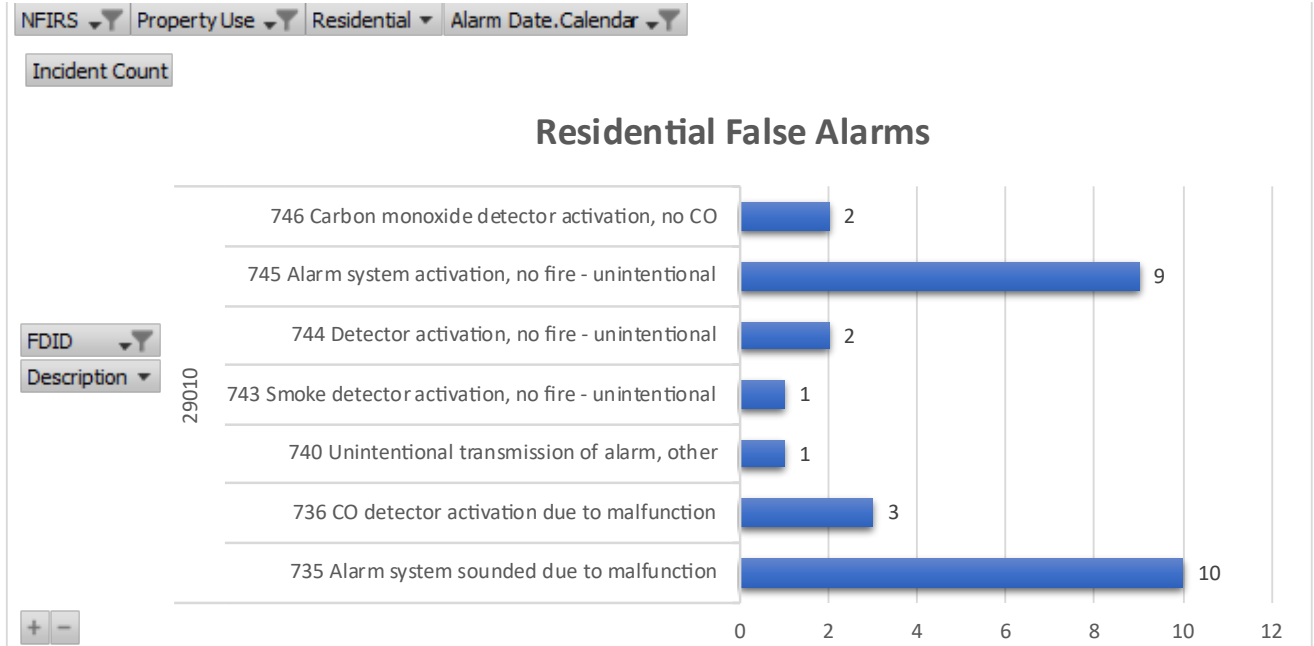
## Westfield Fire August 2025 Incident Statistics



Incident Type	Count	Percent of calls
300 - EMS & Rescue Incidents	309	56%
500 - Service Calls	92	17%
600 - Good Intent Calls	64	12%
700 - False Alarms & False Calls	48	9%
100 - Fire	5	1%
400 - Hazardous Condition – No Fire	12	2%
Unknown	21	4%



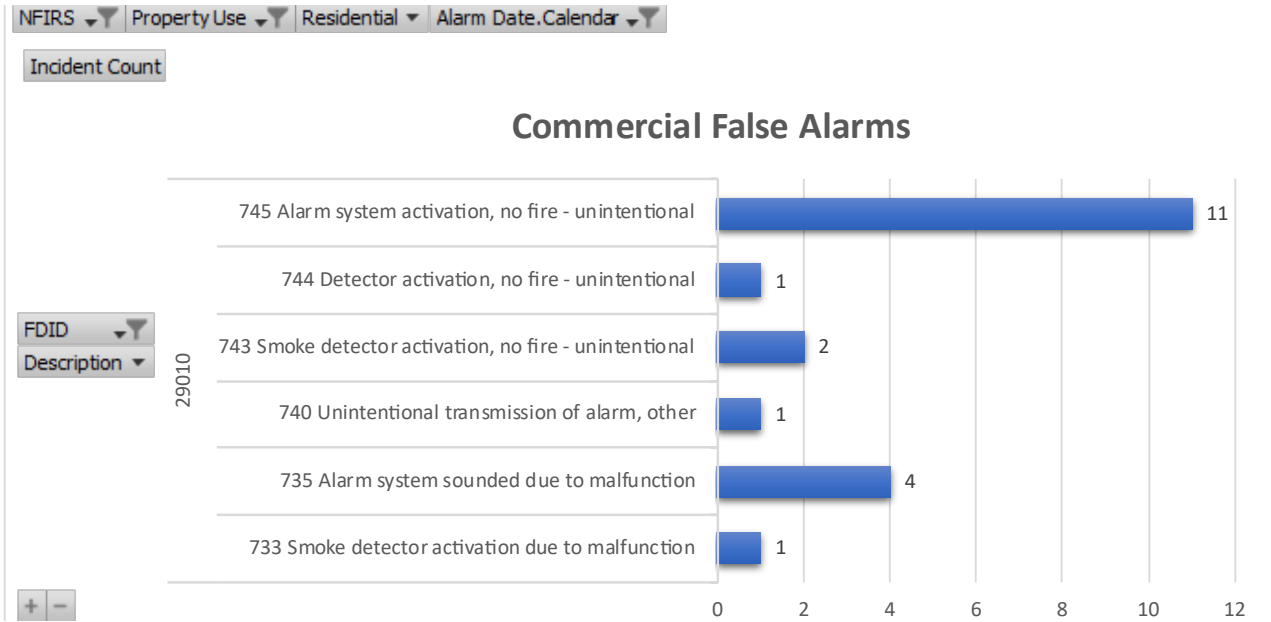
# Westfield Fire August 2025 Incident Statistics



28 Residential Alarms



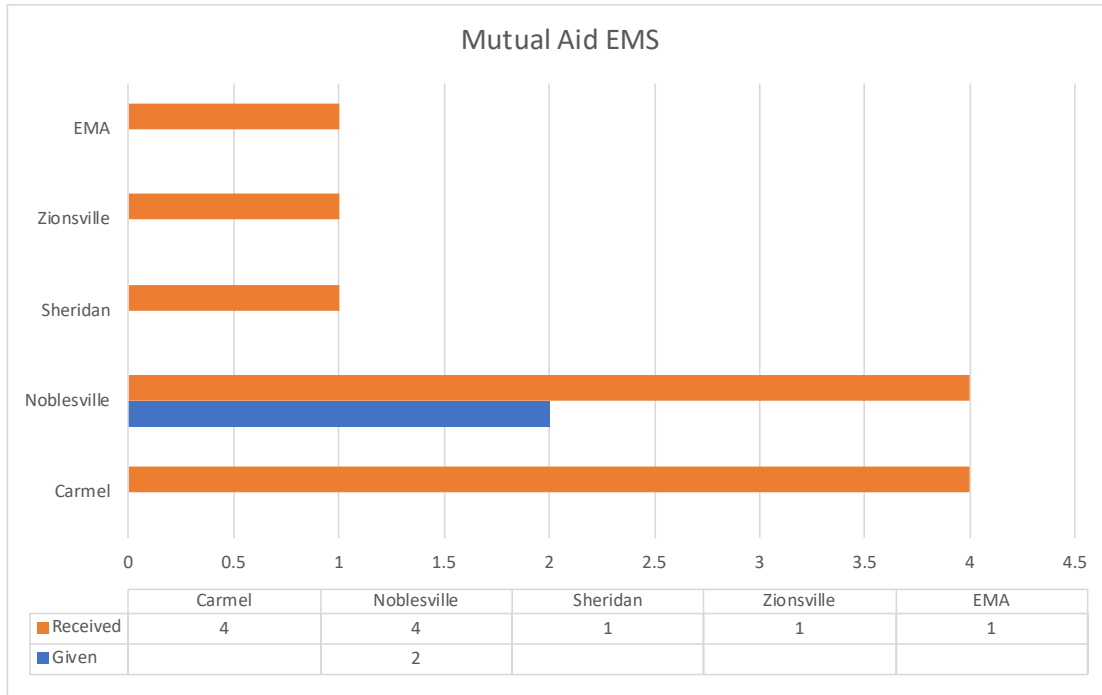
# Westfield Fire August 2025 Incident Statistics



20 Commercial False Alarms

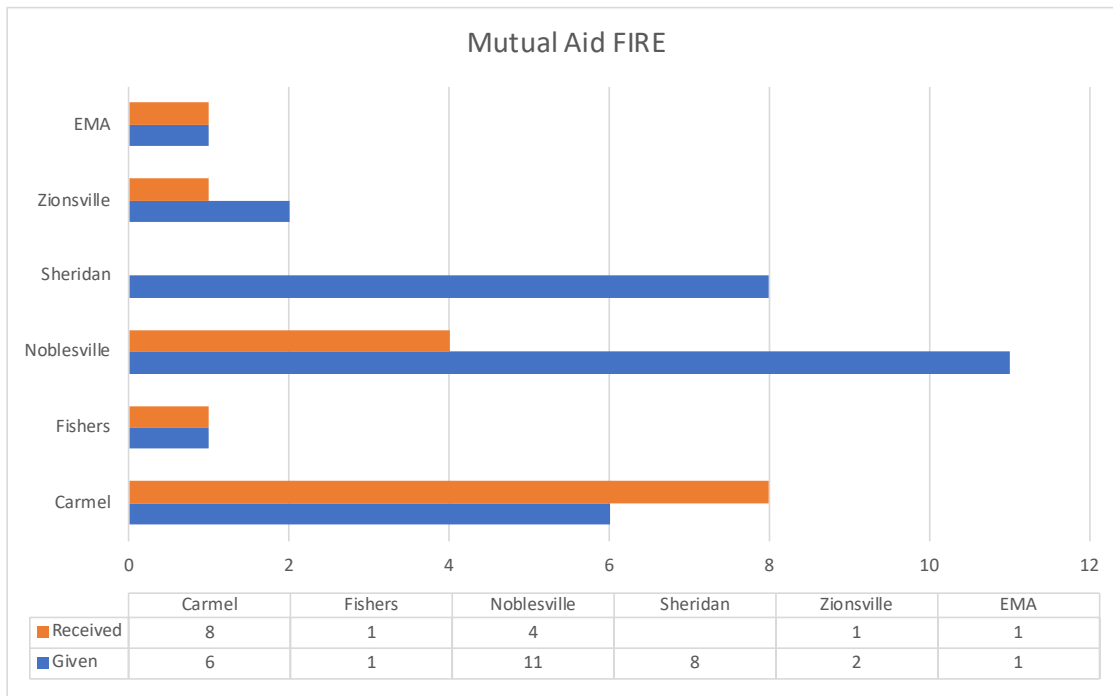


# Westfield Fire August 2025 Incident Statistics



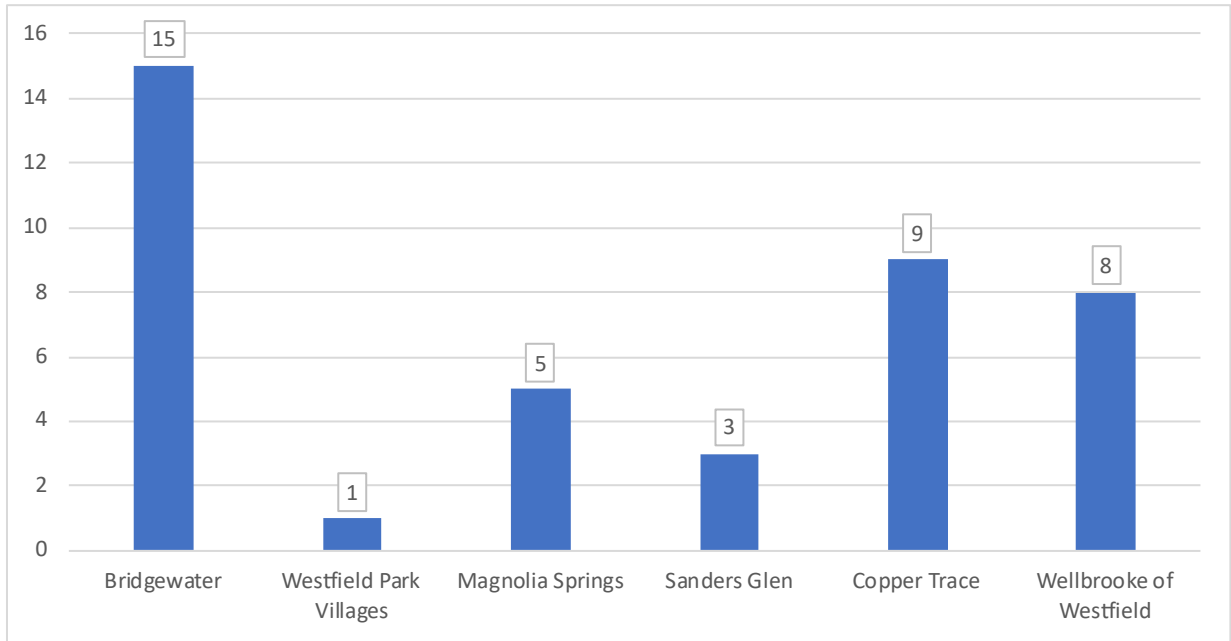


## Westfield Fire August 2025 Incident Statistics

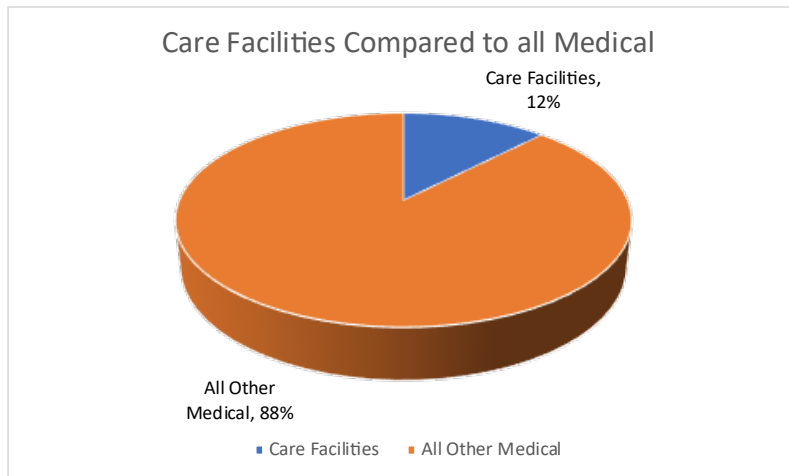




## Westfield Fire August 2025 Incident Statistics



Care Facilities	Incident Totals
Bridgewater	15
Westfield Park Villages	1
Magnolia Springs	5
Sanders Glen	3
Copper Trace	9
Wellbrooke of Westfield	8
<b>Total</b>	<b>41</b>





Board of Public Works & Safety  
August 2025

# Table of Contents

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*Arrests and Traffic- Page 4*

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*Total Accidents by Primary Cause- Page 6*

## *Section 2- Community Events- Page 7*



# WESTFIELD POLICE DEPARTMENT

August 2025

## Events by Nature

Incident Type	Count
<b>911 Hang Up</b>	<b>26</b>
Abandoned Vehicle	4
<b>Abandonment</b>	<b>1</b>
Abuse / Neglect	1
<b>Accident - Hit &amp; Run PD</b>	<b>11</b>
Accident - Hit & Run PI	2
<b>Accident - Other</b>	<b>1</b>
Accident - Property Damage	102
<b>Accident - Personal Injury</b>	<b>16</b>
Accident - Sinking Vehicle	0
<b>Accident - Unknown</b>	<b>15</b>
Accelerator Stuck	0
<b>Active Assailant</b>	<b>0</b>
Alarm - Other	0
<b>Alarm - Vehicle</b>	<b>3</b>
Alarm - Burglar	99
<b>Alarm - Hold Up</b>	<b>14</b>
Animal Bite / Attack	1
<b>Animal Complaint</b>	<b>41</b>
Assist Fire	53
<b>Assist Other Department</b>	<b>32</b>
Assist Public	64
<b>Battery</b>	<b>4</b>
Bike Patrol	34
<b>Bomb Device Found</b>	<b>0</b>
Bomb Threat	0
<b>Burglary</b>	<b>0</b>
Carjacking	0
<b>Case Follow Up</b>	<b>125</b>
Child Seat Inspection	6
<b>Civil Dispute</b>	<b>25</b>
Criminal Mischief	24
<b>Damage to Property</b>	<b>0</b>
Death Investigation	2
<b>Directed Patrol</b>	<b>419</b>
Disturbance	40
<b>Domestic</b>	<b>0</b>
Driving Complaint	196
<b>Drug Complaint</b>	<b>10</b>
Drug Lab	0
<b>Escort</b>	<b>0</b>
Fail to Return Comm Corrections	0
<b>Fight</b>	<b>1</b>
Firearms Shots Fired	1
<b>Foot Patrols</b>	<b>271</b>
Found / Lost Property	18
<b>Found Person</b>	<b>2</b>

# WESTFIELD POLICE DEPARTMENT

August 2025

## Events by Nature

Incident Type	Count
Fraud Prescription	0
<b>Fraud / Deception</b>	<b>29</b>
Harassment	26
<b>Intoxicated Person</b>	<b>6</b>
Investigation	37
<b>Investigative Stop</b>	<b>3</b>
Juvenile Complaint	10
<b>K9 Detail</b>	<b>1</b>
Kidnapping	0
<b>Lock Out</b>	<b>39</b>
Loud Party	4
<b>Mental Emotional - Violent</b>	<b>5</b>
Mental Emotial/Suicide Attempt	1
<b>Mental Person</b>	<b>14</b>
Miscellaneous	10
<b>Missing Person</b>	<b>4</b>
Missing Person - PLS	0
<b>New Call</b>	<b>0</b>
Nuisance	15
<b>Ordinance Misc.</b>	<b>19</b>
Parking Complaint	26
<b>Physical Disturbance</b>	<b>20</b>
Product Contamination	0
<b>Reckless Activity</b>	<b>2</b>
Road Rage	8
<b>Robbery</b>	<b>1</b>
Runaway	2
<b>School Patrol</b>	<b>271</b>
Security Check	396
<b>Sex Offense</b>	<b>3</b>
Shooting	1
<b>Solicitor</b>	<b>5</b>
Special Detail	0
<b>Stabbing</b>	<b>0</b>
Suicide	0
<b>Suspicious Activity</b>	<b>105</b>
Suspicious Package	1
<b>Suspicious Person</b>	<b>0</b>
Test	0
<b>Theft</b>	<b>29</b>
Theft - From a Vehicle	1
<b>Theft - of a Vehicle</b>	<b>2</b>
Theft Shoplifter	0
<b>Threat to Life</b>	<b>9</b>
Threatening Suicide	7
<b>Tow Release</b>	<b>0</b>

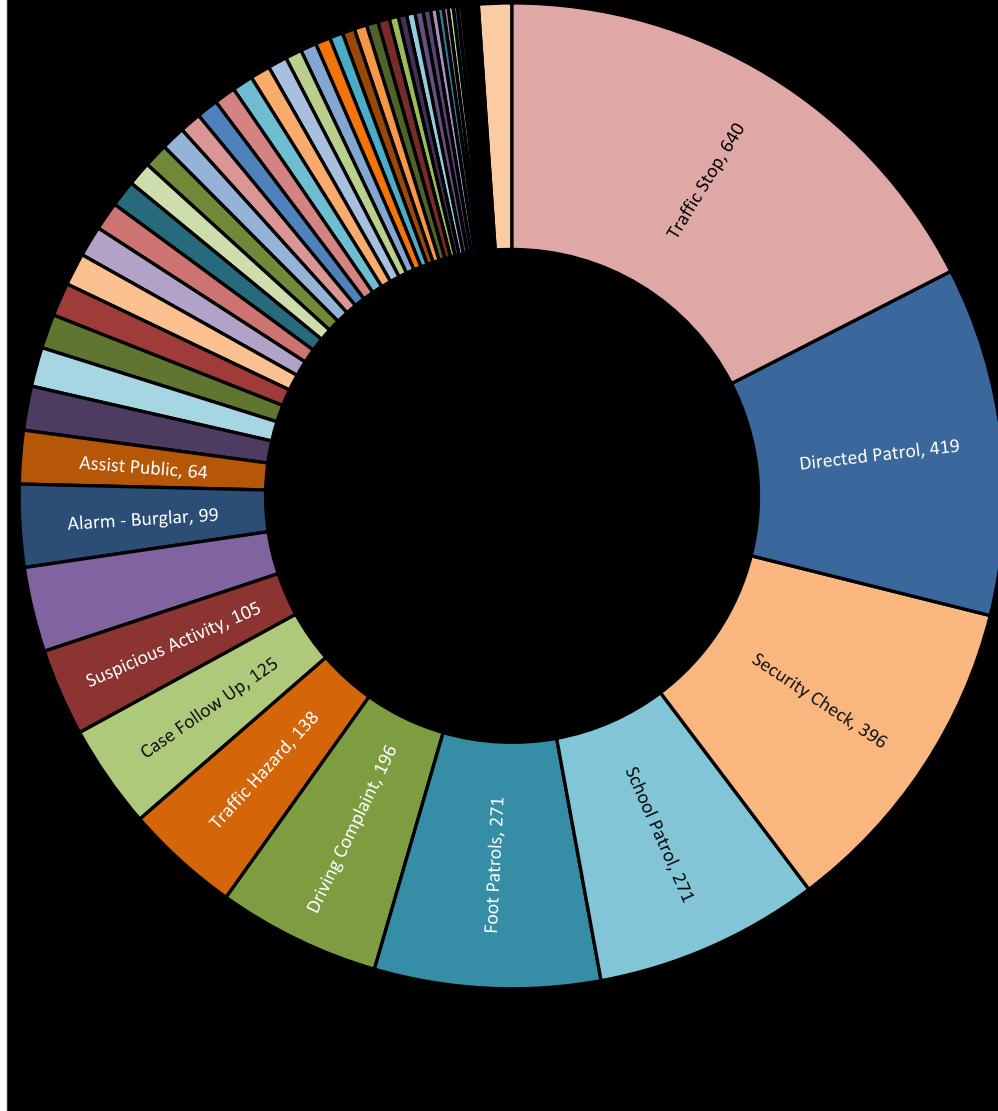
# WESTFIELD POLICE DEPARTMENT

August 2025

## Events by Nature

<b>Incident Type</b>	<b>Count</b>
Traffic Hazard	138
<b>Transport</b>	<b>1</b>
Trespassing	23
<b>Traffic Stop</b>	<b>640</b>
Unknown Call for Police	2
<b>VIN Check</b>	<b>29</b>
Wanted	2
<b>Warrant Service</b>	<b>4</b>
Weapons Complaint	2
<b>Welfare Check</b>	<b>47</b>
<b>Total</b>	<b>3664</b>

# Monthly Events by Incident Type August 2025

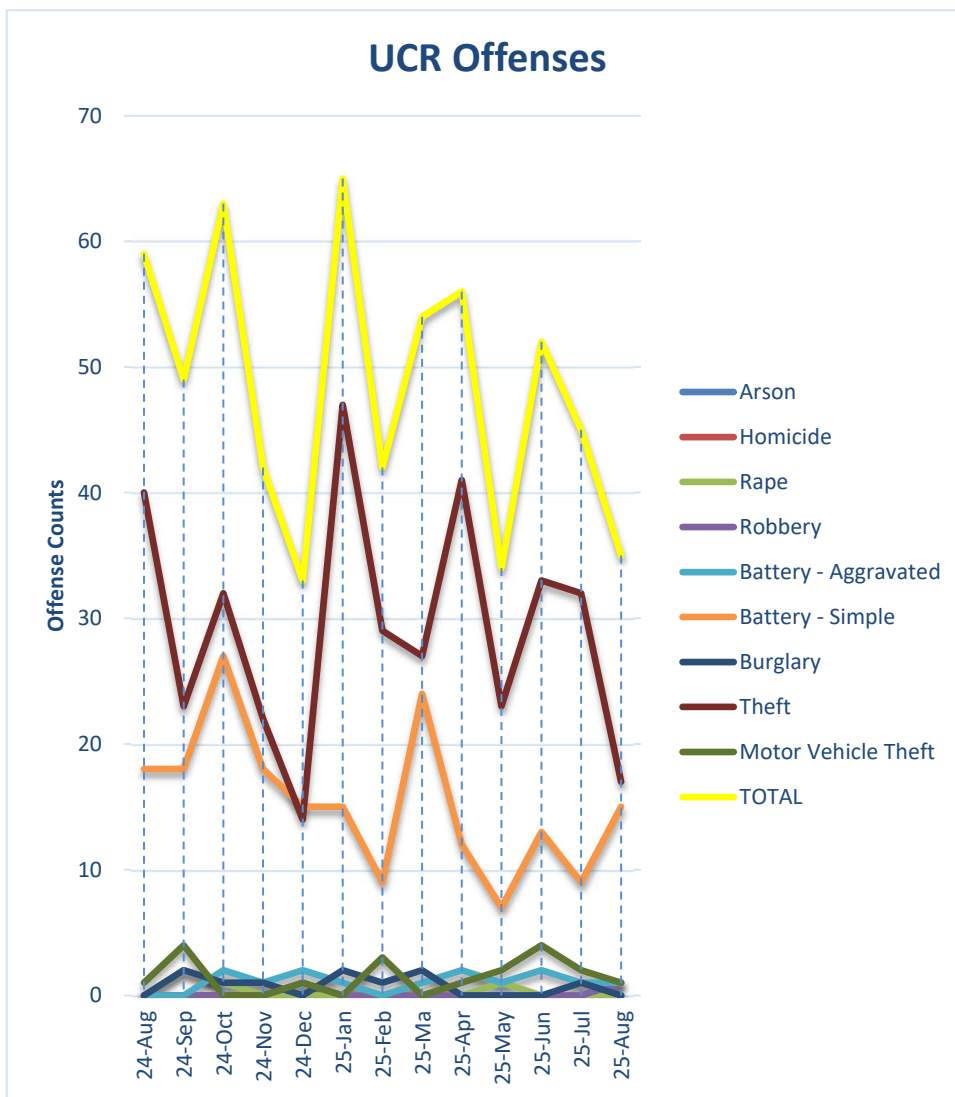


# WESTFIELD POLICE DEPARTMENT

## August 2025

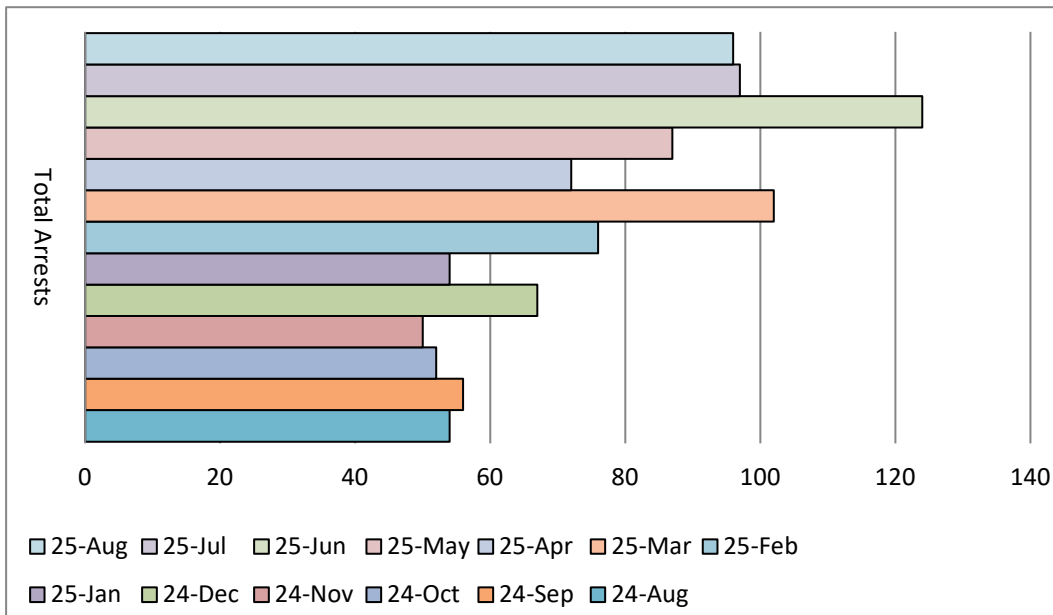
### UCR OFFENSES

OFFENSE	24-Aug	24-Sep	24-Oct	24-Nov	24-Dec	25-Jan	25-Feb	25-Mar	25-Apr	25-May	25-Jun	25-Jul	25-Aug
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	0	2	1	0	0	0	0	0	0	1	0	0	0
Robbery	0	0	0	0	1	0	0	0	0	0	0	0	1
Battery - Aggravated	0	0	2	1	2	1	0	1	2	1	2	1	1
Battery - Simple	18	18	27	18	15	15	9	24	12	7	13	9	15
Burglary	0	2	1	1	0	2	1	2	0	0	0	1	0
Theft	40	23	32	22	14	47	29	27	41	23	33	32	17
Motor Vehicle Theft	1	4	0	0	1	0	3	0	1	2	4	2	1
<b>TOTAL</b>	<b>59</b>	<b>49</b>	<b>63</b>	<b>42</b>	<b>33</b>	<b>65</b>	<b>42</b>	<b>54</b>	<b>56</b>	<b>34</b>	<b>52</b>	<b>45</b>	<b>35</b>



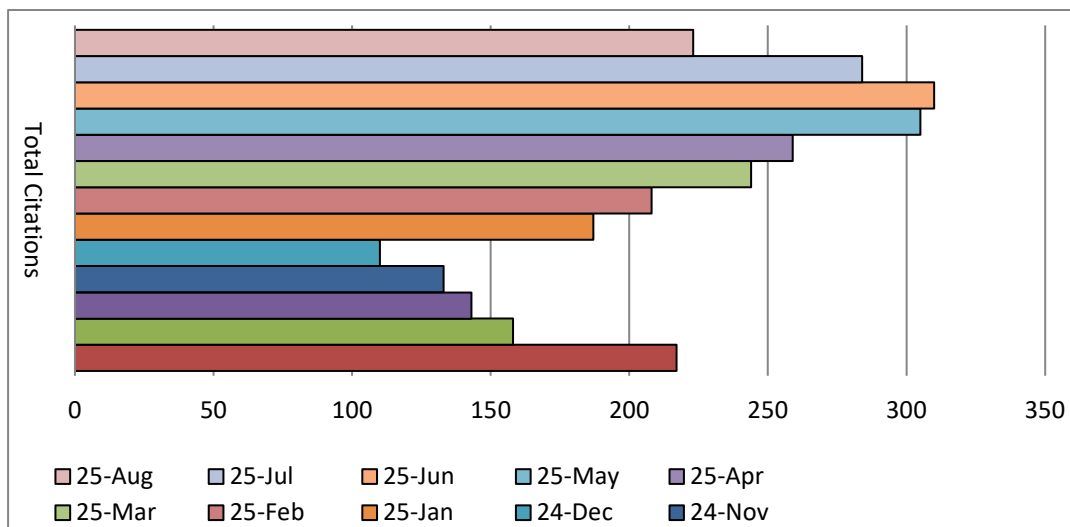
## WESTFIELD POLICE DEPARTMENT August 2025

Arrest Reports Taken	24-Aug	24-Sep	24-Oct	24-Nov	24-Dec	25-Jan	25-Feb	25-Mar	25-Apr	25-May	25-Jun	25-Jul	25-Aug
Alcohol/ Drug Related	16	15	13	13	21	8	17	17	19	22	19	9	28
Felony Charges	23	31	30	39	29	37	21	30	26	39	55	50	53
Misdemeanor Charges	66	54	64	60	70	70	89	96	74	104	130	107	111
<b>Total Arrests</b>	<b>54</b>	<b>56</b>	<b>52</b>	<b>50</b>	<b>67</b>	<b>54</b>	<b>76</b>	<b>102</b>	<b>72</b>	<b>87</b>	<b>124</b>	<b>97</b>	<b>96</b>



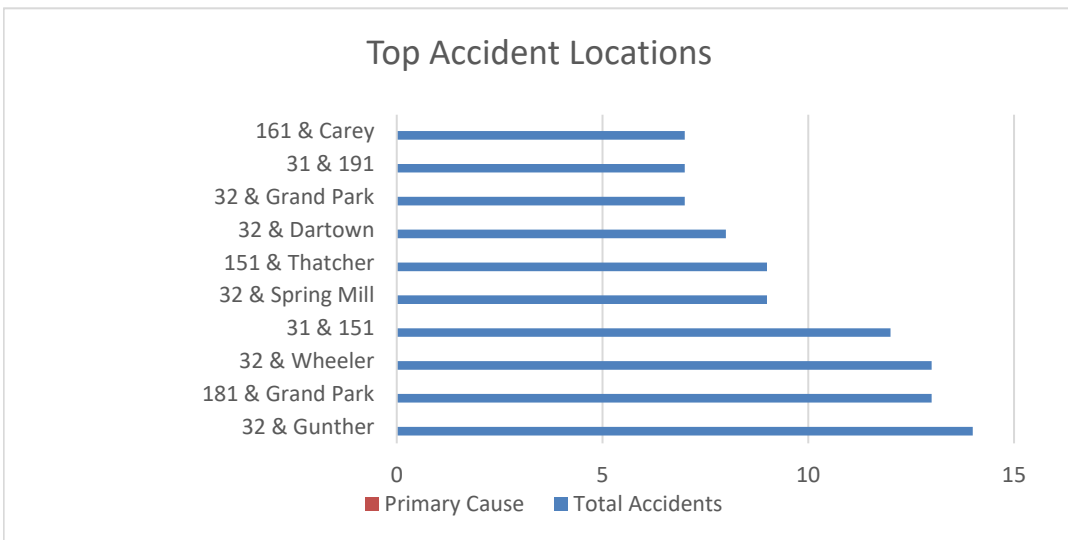
Traffic	24-Aug	24-Sep	24-Oct	24-Nov	24-Dec	25-Jan	25-Feb	25-Mar	25-Apr	25-May	25-Jun	25-Jul	25-Aug
<b>Total Citations</b>	<b>217</b>	<b>158</b>	<b>143</b>	<b>133</b>	<b>110</b>	<b>187</b>	<b>208</b>	<b>244</b>	<b>259</b>	<b>305</b>	<b>310</b>	<b>284</b>	<b>223</b>
<b>Total Written Warning:</b>	<b>532</b>	<b>494</b>	<b>472</b>	<b>588</b>	<b>305</b>	<b>509</b>	<b>617</b>	<b>636</b>	<b>667</b>	<b>602</b>	<b>648</b>	<b>532</b>	<b>532</b>
<b>Total Traffic Accidents</b>	<b>56</b>	<b>71</b>	<b>70</b>	<b>74</b>	<b>93</b>	<b>79</b>	<b>62</b>	<b>72</b>	<b>81</b>	<b>77</b>	<b>66</b>	<b>71</b>	<b>87</b>
Property Damage	50	61	64	65	83	72	55	61	67	63	57	62	73
Personal Injury	7	10	6	9	10	7	7	11	13	14	9	9	14
Fatality	0	0	0	0	0	0	0	0	1	0	0	0	0
Hit and Run*	4	6	11	6	9	9	7	5	13	10	9	6	6

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



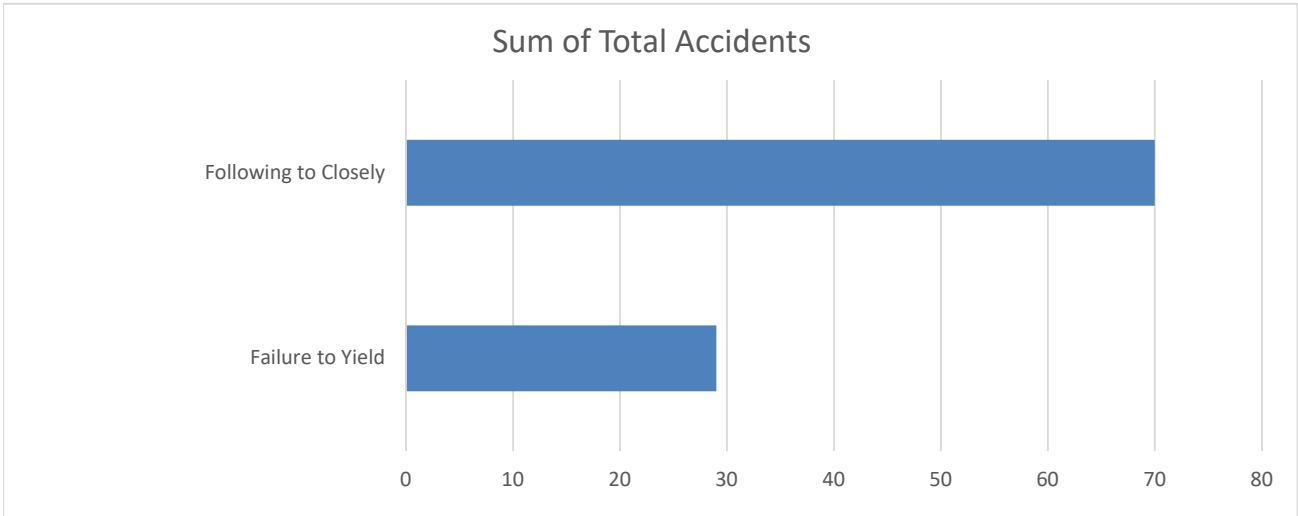
## Top Accident Locations

Accident Location	Total Accidents	Primary Cause
32 & Gunther	14	Following too Closely
181 & Grand Park	13	Failure to Yield
32 & Wheeler	13	Following too Closely
31 & 151	12	Following too Closely
32 & Spring Mill	9	Following too Closely
151 & Thatcher	9	Failure to Yield
32 & Dartown	8	Following too Closely
32 & Grand Park	7	Following too Closely
31 & 191	7	Following too Closely
161 & Carey	7	Failure to Yield



### Total Accidents by Primary Cause, based on Top Accident Locations

Primary Cause	Sum of Total Accidents
Failure to Yield	29
Following to Closely	70



# Community Events

8/5/25 Jake Laird Day

8/9/25 The Double Walk/Run

8/11/25 Blood Drive

8/15-8/17 LIV Golf Tournament

