



**CITY OF WESTFIELD, IN**  
**Parks and Recreation Board Meeting Agenda**

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[IGNORE\_INDENT]

**BOARD OR COMMISSION: Parks and Recreation Board Meeting**

**MEETING DATE: Wednesday, December 3, 2025 at 7:00 PM**

**MEETING PLACE: Westfield City Hall- Assembly Room**

**THE FOLLOWING AGENDA IS SUBJECT TO CHANGE AT THE DISCRETION OF PARKS AND RECREATION BOARD**

Julia Grimmer, President | Mayor Appointed | 3-year term | 1/1/25-12/31/26

Kurtis Baumgartner, Vice President | Mayor Appointed | 4-year term | 1/1/25-12/31/28

Terri Wolf, Secretary | City Council Appointed | 1-year term | 1/1/25-12/31/25 (non-voting)

Mike Antrim | Mayor Appointed | 1-year term | 1/1/25-12/31/25

LeAnne Zentz | Mayor Appointed | 2-year term | 1/1/25-12/31/27

Mike Hall | School Board Appointed | 4-year term | 1/1/25-12/31/28

**CALL TO ORDER**

**NOTICE PRESENCE OF A QUORUM**

**PLEDGE OF ALLEGIANCE**

**CHANGES TO AGENDA**

**PUBLIC COMMENTS**

**APPROVAL OF MINUTES**

November 5, 2025

**OLD BUSINESS**

**NEW BUSINESS**

1. Action Item — Contract for Goods and Services — Low Profile Maintenance
2. Action Item — Agreement for Services — Noblesville Creates
3. Action Item — NVG HOA Grant Agreement — Beacon Pointe
4. Action Item — NVG HOA Grant Agreement — Coventry
5. Action Item — NVG HOA Grant Agreement — Emerald Place
6. Action Item — NVG HOA Grant Agreement — Lantern Park
7. Action Item — NVG HOA Grant Agreement — Legacy Oaks

8. Action Item — NVG HOA Grant Agreement — Liberty Ridge
9. Action Item — NVG HOA Grant Agreement — Reseve on South
10. Action Item — 2026 Impact Fee (Park) — Engagement Letter Agreement

**DIRECTOR'S REPORT**

**OTHER BUSINESS**

**NEXT REGULAR MEETING**

January 7, 2026

**ADJOURNMENT**



Westfield

CITY OF WESTFIELD, IN  
Parks and Recreation Board Meeting Minutes

Wednesday, November 5, 2025

CALL TO ORDER

Attendance:

President: Julia Grimmer - Present

Vice President - Kurtis Baumgartner – Present

Board Member — Mike Antrim — Present

Board Member — Mike Hall — Present

Board Member — LeAnne Zentz— Present

NOTICE PRESENCE OF A QUORUM

Madam President Grimmer noted the presence of a quorum and called the meeting to order at 7:00 PM

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was  
recited

CHANGES TO AGENDA

None

Motion to approve no changes to agenda: Mike Hall.

Second: Kurtis Baumgartner

Yes: Mike Antrim, Kurtis Baumgartner, Julia Grimmer, Mike Hall,

LeAnne Zentz

No: None

Motion Determination: Passed

PUBLIC COMMENTS

None

APPROVAL OF MINUTES

November 5, 2025 - Parks and Recreation Board Minutes

Motion to approve Minutes: Kurtis Baumgartner

Second: LeAnne Zentz

Yes: Mike Antrim, Kurtis Baumgartner, Julia Grimmer, Mike Hall,

LeAnne Zentz

No: None

Motion Determination: Passed

## OLD BUSINESS

None

## NEW BUSINESS

### 1. Action Item — Freedom Trail Park Improvement

Madam President requested that Parks Director McConnell provide an overview of the Freedom Park Improvements.

Director McConnell explained that the scope of services for Professional Services agreement with V3 includes the construction of a restroom building and the installation of pickleball courts.

Vice President Kurtis Baumgartner moved that the Park Board approve Professional Services Agreement with V3 for the Freedom Trail Park Improvements not to exceed \$275,291 and authorize the Director to execute the same.

Motion to Approve: Kurtis Baumgartner

Second: LeAnne Zentz

Yes: Mike Antrim, Kurtis Baumgartner, Julia Grimmer, Mike Hall, LeAnne Zentz

No: None

Motion Determination: Passed

### 2. Action Item — BCMI First Amendment to Contract for Goods or Services

Madam President requested Parks Director Mc Connell for an overview of this First Amendment to Contract for Goods and/or Services between the Parks Board and Boyle Construction.

Director McConnell informed the Board that an addition to the BCMI contract should have been included when it was originally brough forward. He explained that there had been a clerical error in the version presented to the Board, which resulted in the omission of additional items. He noted that the excluded items involved two alternate projects. Alternate No. 1: Painting of Existing Shelter - \$3000, Alternate No. 2: Existing Picnic Shelter Roof Replacement -\$28,000. These bring the total Agreement Addition to \$31,000 resulting in a total Amended Agreement Amount of \$5,171,000.

Mike Hall moved that the Park Board approve the Amendment to the Contract with Boyle Construction Management, adding Alternate No. 1 consisting of painting the existing shelter and Alternate No. 2 consisting of replacing the roof. The total addition to the Agreement is \$31,000, bringing the **Amended** Agreement Amount to \$571,000.

Motion to Approve: Mike Hall

Second: Kurtis Baumgartner

Yes: Mike Antrim, Kurtis Baumgartner, Julia Grimmer, Mike Hall, LeAnne Zentz

No: None

Motion Determination: Passed

3. Action Item – First Amendment to Rundell Ernstberger Associates, Inc. Agreement for Services

Madam President requested Parks Director Mc Connell for an overview of this First Amendment to Rundell Ernstberger Associates, Inc. Agreement.

Director McConnell explained that the amendment includes the removal of two words from the indemnification clause to comply with recent changes in state statute. Specifically, the word “defend” was removed to bring the agreement into alignment with current statutory requirements.

Mike Hall moved that the Park Board approve the Amendment to the Contract Professional Services Agreement with Rundell Ernstberger Associates, Inc. as presented.

Motion to Approve: Mike Hall

Second: Mike Antrim

Yes: Mike Antrim, Kurtis Baumgartner, Julia Grimmer, Mike Hall, LeAnne Zentz

No: None

Motion Determination: Passed

4. Action Item – Resolution 25-159 A RESOLUTION TO PROCEED WITH THE SELECTION OF CONSTRUCTION MANAGER AS CONSTRUCTOR (CMc) SERVICES FOR THE PARK STREET IMPROVEMENT PROJECT.

Deb Kunce, a senior vice president at Indianapolis firm J.S. Held, presented to the board.

F.A. Wilhem Construction was recommended as the construction manager.

Kurtis Baumgartner moved to approve Resolution No. 25-159.

Motion to Approve: Kurtis Baumgartner

Second: Mike Antrim

Yes: Mike Antrim, Kurtis Baumgartner, Julia Grimmer, Mike Hall, LeAnne Zentz

No: None

Motion Determination: Passed

## DIRECTORS REPORT

Director McConnell provided the following updates:

- Simon Moon Phase II: Progress is continuing as planned. All the helical piers that will support the additional boardwalks have been installed, and water is being refilled into the bond. The playground is currently closed, and demolition has been completed.
- An RFP has been released for a Low-Profile Landscape Services Contract. Due back, in late November.

- Ice Ribbon: Construction is complete. The Ice Ribbon will open to the public on November 22nd. City staff are all invited for a special preview on November 20th, and the Parks Director extended this invitation to the Board and their families.
- Planning & Development: The department is in the process of engaging firms to update the Zone Development Plan and to revise the Park Impact Fee Ordinance to ensure compliance with updated state statute.
- Park Street Project: The project continues to move forward with the CMC selection process.
- Simon Moon Recognition: Simon Moon Park recently received several accolades, including the Indy Monumental Award and the AIM Green Project of the Year Award, in partnership with V3. Director McConnell shared pride in this recognition.
- Mid-land Trails Signage: Work is underway to create updated/New signage for Mid-land Trails.
- Seasonal Maintenance: Contractors are actively engaged in fall cleanup across park properties.
- Programs Department: Staff are currently developing plans for 2026 Parks Programming, including a new Sponsorship Package, Farmers Market, Movies in the Park, Jams Series, Program offerings.

OTHER BUSINESS

None

NEXT REGULAR MEETING

Wednesday, January 7, 2026, at 7: 00 PM

ADJOURNMENT

Madam President adjourned the meeting at 7:23 PM

Motion to approve Adjournment: Kurtis Baumgartner

Second: LeAnne Zentz

Yes: Mike Antrim, Kurtis Baumgartner, Julia Grimmer, Mike Hall,

LeAnne Zentz

No: None

Motion Determination: Passed

\_\_\_\_\_  
 Julia Grimmer, President  
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\_\_\_\_\_  
 Date  
 \_\_\_\_\_

Terri Wolf, Secretary

Date

These minutes are a summary of actions taken at the City of Westfield Parks and Recreation Board Meeting. A full recording of the meeting is available for viewing at: [n-u.ULbtuLy-u.t-E-omlci.tYQtwestfiel din](https://www.cityofwestfield.com/DocumentCenter/View/11111)

## CONTRACT FOR GOODS AND/OR SERVICES

This Contract for Goods and/or Services (“Vendor Contract”) is made and entered into as of January 6<sup>th</sup>, 2026, by and between the City of Westfield, by and through its Parks and Recreation Board (“Contracting Party”) and H&N Outdoor Services, LLC (“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 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: Multiple Sites in Westfield, IN 46074 (the “City Property”); see Exhibit B
  - (c) Term: This Vendor Contract terminates on December 31<sup>st</sup>, 2028 (“Completion Date”) unless written contract renewal notification is sent to Vendor at least 90 days prior to the Completion Date, or the Vendor Contract is terminated earlier pursuant to the terms herein.
  - (d) Purchase Price:
    - 2026 - \$126,395.00, Payable in ten (10) equal installments of \$12,639.50 beginning February 1<sup>st</sup>
    - 2027 - \$126,395.00, Payable in ten (10) equal installments of \$12,639.50 beginning February 1<sup>st</sup>
    - 2028 - \$126,395.00, Payable in ten (10) equal installments of \$12,639.50 beginning February 1<sup>st</sup>
  - (e) Addresses:
    - If to Contracting Party (other than Invoices):
      - City of Westfield
      - Parks Department
      - Attn: Chris McConnell
      - 2728 East 171<sup>st</sup> Street
      - Westfield, Indiana 46074
    - Invoice Address:
      - [ap@westfield.in.gov](mailto:ap@westfield.in.gov) w/ CC to
      - [cmccConnell@westfield.in.gov](mailto:cmccConnell@westfield.in.gov)
      - [bmeier@westfield.in.gov](mailto:bmeier@westfield.in.gov)
      - or: City of Westfield
      - Attn: Accounts Payable
      - 2728 East 171<sup>st</sup> Street
      - Westfield, Indiana 46074

If to Vendor:  
H&N Outdoor Services, LLC.  
P.O. Box 206  
Sheridan, IN 46069

B. **Contract Terms and Conditions.** This Vendor Contract is subject to the Contract Terms and Conditions set forth in paragraphs 1-28 herein, and the Exhibits attached hereto and made a part hereof. The Parties stipulate that this Vendor 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 Vendor Contract shall be valid or binding unless made in accordance with the contract terms and conditions set forth in this Vendor Contract, including the terms of Paragraph 22 herein.

### **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 Vendor Contract 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, with the standard of care consistent with or superior to the skill and care ordinarily exercised by similarly situated professionals practicing in the same or similar jurisdiction at the same or similar time. Vendor expressly warrants that all goods and services covered by this Vendor 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. 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 Vendor 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 Vendor Contract shall be initiated no later than the week of January 6<sup>th</sup>, 2026 ("Initiation Date") and maintenance completed no later than December 31<sup>st</sup>, 2028 ("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.

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 goods and/or 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 Contracting Party 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 Vendor Contract.

7. **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, 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 Vendor 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 Vendor's 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 Vendor 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/or 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 Vendor Contract incurred by Contracting Party in performing or obtaining such similar goods and/or services; and (3) to exercise any other right or remedy available to Contracting Party at law or in equity.

9. **LIMITATION OF CONTRACTING PARTY’S LIABILITY:** Vendor agrees that Vendor shall look solely to Contracting Party’s interest in and to the City of Westfield 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 Vendor 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.

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 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).	\$1,000,000 Per Occurrence and \$2,000,000 General Aggregate.
<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 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 Vendor 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 Contracting Party as an additional insured with respect to all but the Worker's Compensation and Employee 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 Contracting Party, c/o City of Westfield Parks Department. 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 defend, indemnify 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 the terms of this Vendor Contract or any act, error, or omission of Vendor, its agents, employees, representatives, 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 Vendor 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 Vendor 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 Vendor 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 comply with 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 and the goods and services provided hereunder. 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 Vendor Contract. If this Vendor 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 from any sums due or to become due from Contracting Party to Vendor.

13. **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 Contracting Party'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 Vendor Contract and shall not be required to make further payments except for conforming services rendered prior to termination.

14. **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 Vendor 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.

15. **NO IMPLIED WAIVER**: The Parties agree that the failure to enforce any provision or obligation under this Vendor Contract shall not constitute a waiver thereof, or serve as a bar to the subsequent enforcement of any such provision or obligation under this Vendor Contract.

16. **NON-ASSIGNMENT**: Vendor shall not assign or pledge this Vendor Contract and shall not delegate its obligations under this Vendor Contract without Contracting Party's express written consent.

17. **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 Vendor 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 Vendor Contract.

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

19. **SEVERABILITY**: If any term of this Vendor 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 Vendor Contract shall remain in full force and effect. The invalidity of any section, clause, or provision of this Vendor Contract shall not affect the validity of the remaining sections, subsections, clauses, or provisions of this Vendor Contract.

20. **NOTICE**: Any notice provided for in this Vendor Contract will be sufficient if given by certified mail return receipt requested, electronically, or by reputable overnight courier service, to the party to be notified at the address specified in this Vendor Contract. If sent electronically, the notice shall be deemed to have been given upon electronic confirmation 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.

21. **TERMINATION**: Contracting Party may terminate this Vendor 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, reasonable attorneys' fees, incurred in connection with any Default by Vendor.

22. **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 Vendor Contract may only be modified by a written instrument executed by both parties. Each signatory that executes this Vendor Contract stipulates that they have executed this Vendor Contract with the proper authority duly granted to bind that party.

23. **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 Vendor 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 Vendor Contract for cause without further notice or grace period.

24. **IRCA COMPLIANCE**: Pursuant to Ind. Code § 22-5-1.7-11, Vendor, by entering into this Vendor Contract with 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 is not required to

verify the work eligibility status of all newly hired employees through the E-Verify program if the E-Verify program no longer exists. By executing this Vendor Contract, Vendor affirms that it does not knowingly employ an unauthorized alien. 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 Vendor Contract, 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 Vendor Contract. Vendor shall indemnify Contracting Party against all damages, losses and expenses, including reasonable attorneys’ fees, incurred or sustained by the Contracting Party as a result of Vendor’s failure to comply with IRCA or other immigration laws. Vendor shall include this provision in any subcontracts or subordinate agreements it enters into with respect to this Vendor Contract. Vendor shall also sign and have notarized the Affidavit of Employee Status (Exhibit C).

25. **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 Vendor 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 Vendor Contract.

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-APPROPRIATION:** The Parties acknowledge that 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 Vendor Contract, Contracting Party’s fiscal body should fail to appropriate sufficient funds to continue this Vendor Contract, it will become null and void. Contracting Party shall not be obligated to perform unless and until sufficient funds are appropriated. Contracting Party agrees to seek funding for the continuation of this Vendor Contract during each budget cycle during the initial term or subsequent term of this Vendor Contract. Contracting Party agrees to inform 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.

28. **COUNTERPARTS:** This Vendor 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 Vendor Contract. Delivery of this Vendor Contract may be accomplished by facsimile.

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

Contracting Party:

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

Vendor:

H&N Outdoor Services, LLC.  
P.O. Box 206  
Sheridan, IN 46069

\_\_\_\_\_  
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 hard hats 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 the 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 are 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 workday.
- ❑ 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 workdays 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 for providing 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 the 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 in 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 the 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 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**



City of Westfield Low Profile Landscape Maintenance  
H&N Outdoor Services, LLC  
Proposal

**EXECUTIVE SUMMARY:**

H&N Outdoor Services, LLC is a small, local, family-owned company dedicated to providing services to both residential and commercial properties. We take pride in our quality of work and relationships with our customers. Owner, Chelsie Hufferd, started H&N Outdoor Services in January 2020. It is located in the small town of Sheridan, IN where Chelsie and her family currently reside. Chelsie and her husband decided to start this business to better support their family and to help achieve many lifelong goals doing what they know best. Between the pair, they have over 25 years of experience in the landscaping, irrigation, hardscape, maintenance, snow removal, and customer services industries.

H&N Outdoor Services, LLC has a mission to enhance the value and beauty of each customers property and exceeding their expectations along the way. The vision is to be recognized by their customers, employees, and community as one of the best landscaping companies in the area. Services provided include, but not limited to:

- Landscape Design/Installation
- Hardscape Design/Installation
- Paver/Concrete Patios
- Firepits
- Irrigation Install & Services
- Water Features
- Pond Maintenance
- Mowing
- Yard Fertilizing and Aeration
- Concrete Walks, Pads, Driveway, Extension, Etc.
- Drainage
- Commercial Snow Removal Services

H&N Outdoor Services, LLC is proudly certified as a Woman Business Enterprise. This certification was granted on May 4, 2021 and is valid through April 30, 2027. We also proudly hold our Pesticide Applicators License, Nursery License, and Backflow Certification. A copy of all letters/certifications are available upon request.

In the five years H&N Outdoor Services, LLC has been operating, we have managed to service and continue servicing several commercial properties and projects. These include, but not limited to, the following:

- ❖ Irrigation Service Contract 2021-2025 (Current) seasons for the City of Westfield.
- ❖ Mowing and Grounds Maintenance Contract for the 2020-2025 (Current) seasons for Six Points Church.

- ❖ Low Profile Maintenance Contract for 2022-2025 (Current) seasons for the City of Westfield.
- ❖ High Profile Maintenance Contract for 2025-2027 (Current) seasons for the City of Westfield.
- ❖ Mowing Contract and Snow Removal Services 2022-2026 (Current) for multiple Woda Property Service locations including Blackhawk Commons in Sheridan and Pebble Villages in Noblesville.
- ❖ Landscape, Irrigation, Grading and Hardscape Installations for Woodwind Custom Homes (2022-2025 Current).
- ❖ Snow Removal Services and Irrigation Service Contracts for Encore Landscape (2023-2026 Current).
- ❖ Snow Removal Services (Northern Subdivision's) for the City of Westfield (2023-2025)
- ❖ And many more...

H&N Outdoor Services, LLC continues to grow and maintain our quality and service standards. Our sales have continuously climbed up each year. This is done with the talents of our staff and commitment from the top down. We take pride in our talents, quality, workmanship, and relationships with customers.

**PROPOSAL:**

H&N Outdoor Services, LLC is providing the following proposal for the Low-Profile Landscape Maintenance Package for the City of Westfield. Prices proposed within, are based on average fuel, labor and material costs as of November 2025. Pricing is fixed for the duration of the contract (2026-2028).

**Scope of Services-**

A description of the scope of work performed in each area is included in Exhibit A. These include both lawn care and turf management services. The specific locations scope of work is marked on the Low-Profile Site Spreadsheet that is included in Exhibit B.

**Term and Performance-**

The base term of the contract proposed shall be for the period of January 1, 2026 through December 31, 2028.

If granted, all activities performed by H&N Outdoor Services, LLC will be reported monthly and inspected periodically to ensure minimum standards are met with professional workmanship. All equipment used to perform services, shall be in good operating condition and will be available for inspection by City officials as required/requested. All repairs to equipment are to be made at the expense of H&N Outdoor Services, LLC.

**Contract Administration-**

Upon acceptance of this proposal, The City of Westfield will make payments to an institution, upon submission of proper invoices, at the prices stipulated in the proposed contract, for the services performed and accepted, less any discounts, allowances or adjustments provided for in this contract. The City of Westfield will pay H&N Outdoor Services, LLC on or before the 30<sup>th</sup> day after receiving the proper invoicing.

Upon acceptance of this proposal, H&N Outdoor Services, LLC shall submit proper monthly invoices by the 25<sup>th</sup> day of the month prior to the City Council meeting on the 2<sup>nd</sup> Monday of the month. Invoices may be emailed to the City of Westfield Accounts Payable in PDF format to: [ap@westfield.in.gov](mailto:ap@westfield.in.gov)

**Proposal Summary-**

A breakdown, per location, is noted on the Low-Profile Site Spreadsheet in Exhibit B. These are an annual cost for the duration of the proposed contract.

Annual Low-Profile Landscape Maintenance: \$126,395.00

## Exhibit A

### Low-Profile Scope Descriptions

#### **Scope A:**

- Weekly Lawn Care
  - Mow and trim all grass areas within the boundaries of each designated site for **18** occurrences per season.
  - Monthly edging and clean-up of hard surface areas including curb, sidewalk and trails.
  - Collection and disposal of all liter within the boundaries of the site.

#### **Scope B:**

- Weekly Lawn Care
  - Mow and trim all grass areas within the boundaries of each designated site for **18** occurrences per season.
  - Monthly edging and clean-up of hard surface areas including curb, sidewalk and trails.
  - Collection and disposal of all liter within the boundaries of the site.
- Turf Treatment
  - Spring fertilizer with pre-emergent to maintain weed/crabgrass free turf.
  - Summer application of herbicide to maintain weed free turf.
  - Fall fertilizer and herbicide application to maintain week free turf.

#### **Scope C:**

- Weekly Lawn Care
  - Mow and trim all grass areas within the boundaries of each designated site for **26** occurrences per season.
  - Monthly edging and clean-up of hard surface areas including curb, sidewalk and trails.
  - Collection and disposal of all liter within the boundaries of the site.

#### **Scope D:**

- Weekly Lawn Care
  - Mow and trim all grass areas within the boundaries of each designated site for **26** occurrences per season.
  - Monthly edging and clean-up of hard surface areas including curb, sidewalk and trails.
  - Collection and disposal of all liter within the boundaries of the site.
- Turf Treatment
  - Spring fertilizer with pre-emergent to maintain weed/crabgrass free turf.
  - Summer application of herbicide to maintain weed free turf.
  - Fall fertilizer and herbicide application to maintain week free turf.

#### **Scope E:**

- Weekly Lawn care
  - Mow and trim all grass areas within the boundaries of each designated site for **13** occurrences per season.
  - Monthly edging and clean-up of hard surface areas including curb, sidewalk and trails.
  - Collection and disposal of all liter within the boundaries of the site.

**Low Profile Maintenance  
Number of Occurences**

<u>Location</u>	<u>Acerage</u>	<u>Mowing</u>	<u>Turf Apps</u>
146th and Greyhound Pass	0.27	26	3
146th and Carey HOA	0.07	18	
151st & Greyhound Court	0.7	26	3
151st Street Median (Settlers Rd to Black Wolf Run Dr.)	0.1	26	3
151st East of Oak Rd.	0.66	26	3
151st & Towne Rd RAB	0.12	26	3
156th & Towne Rd Southeast Corner	0.13	18	
156th & US 31	0.1	18	
156th Monon Connector	0.37	26	3
161st & Springmill RAB	1.03	26	3
169th Oak Ridge to the Monon (perimeter trail)	0.26	18	3
171st and Carey RAB	0.16	26	3
171st and Eagletown RAB	1.13	26	3
175th St Dartown to Austrian Pine	0.32	18	
186th & Casey Farm (Mary Ann White Park)	1.45	26	3
186th Spring Mill to Wheeler	6.86	26	3
186th and Spring Mill RAB	2.4	26	3
191st Street (Tomlinson Rd to East Street)	1.82	26	3
Dartown and Enterprise	0.29	18	
Dean Rd	0.66	18	3
Ditch Rd (SR32 to Casey Rd.)	2.91	18	3
East Street (196th to SR38)	7.27	18	3
Grand Park Blvd & John Dipple Rd	6.18	26	3
Grassy Branch N. of SR32	0.1	18	
Greyhound Pass & 151st St.	0.55	26	3
Kinsey Ave. Bridge	0.21	26	
Mower Garage	0.21	18	3
North Union and East street	0.72	26	
Oak Ridge Parking Lot	0.11	18	
Old Hardees Lot	1.34	18	
Osbourne Park	3.51	18	3
East Park Street Parcel	1.36	18	
Raymond Worth Park	3.22	18	3
SR32 and Gurley street	0.16	18	
South Union Street	0.3	26	3
Sun Park Dr.	0.15	18	
Towne Rd and Old 146th St. RAB (to be developed)	1	18	3
Waterleaf Drive	0.87	26	3
Western Way (Greyhound Pass to 146th St.)	0.16	18	
Westfield Blvd (US31 to 151st St.)	2.56	26	3
Westfield Blvd (Park St. to 169th St.)	4.02	26	3
Westfield Business Park Ct	0.79	18	3
US 31 On and Off Ramps (161st, SR 32, 191st)	2.5	13	

## **Exhibit C**

The Affidavit of Employee Status shall be signed and notarized.

***AFFIDAVIT OF EMPLOYEE STATUS***

Re: Project –2026-2028 Low Profile Landscape Maintenance Contract

**WHEREAS**, the City of Westfield, Hamilton County, Indiana, hereinafter referred to as the “City” is in the process of contracting the 2026-2028 Low Profile Maintenance Contract, hereinafter referred to as the “Project”;

**WHEREAS**, H&N Outdoor Services, LLC., hereinafter referred to as the “Vendor”, is the general contractor of the above referenced 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 H&N Outdoor Services, LLC. the general contractor and acknowledged 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 Parks Department

**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 Parks Department, 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: Kaitlin Glazier, Chief of Legal, 2728 E. 171<sup>st</sup> St, Westfield, IN 46074

**Exhibit D**

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:	

City of Westfield  
Parks Department  
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:	

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!

## AGREEMENT FOR SERVICES

This Agreement For Services (“Agreement”) is effective as of the \_\_\_\_\_ day of \_\_\_\_\_, 2025, by and between **the City of Westfield, Indiana**, by and through it’s Board of Parks and Recreation (“City”), and **Noblesville Creates and Hamilton County Artists’ Association** (“Noblesville Creates”).

**WHEREAS**, the City desires to engage Noblesville Creates to provide certain professional services related to the support and coordination of the Westfield Arts Steering Committee and City Arts efforts (“Project”), as fully set forth in Exhibit A, attached hereto and incorporated herein, for the benefit of the City (“Services”), pursuant to the terms and conditions of this Agreement; and

**WHEREAS**, Noblesville Creates desires to provide the Services pursuant to the terms of this Agreement.

**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. **Engagement**. The City hereby engages Noblesville Creates, and Noblesville Creates hereby accepts such engagement by the City, in accordance with the terms and conditions of this Agreement, to provide the Services described in Exhibit A for the benefit of the City.

2. **Term and Termination**. The Term of this Agreement shall commence on the date noted above, and the Services shall be completed as set forth in Exhibit A. The City may terminate this Agreement for any reason upon at least thirty (30) days prior written notice to Noblesville Creates. If the City terminates this Agreement without cause, Noblesville Creates shall be compensated for all conforming Services provided as of the date of termination.

3. **Compensation**. For the Services provided pursuant to this Agreement, the City agrees to pay, and Noblesville Creates agrees to accept, compensation in the amount and manner established in Exhibit A hereto, with a not-to-exceed budget of \$50,000.00. The not-to-exceed budget may only be exceeded upon advance written authorization of the City and in the manner established in Exhibit A.

4. **Performance and Compliance**. Noblesville Creates hereby agrees to

provide all Services by following and applying at all times the highest professional and technical guidelines and standards, with the standard of care consistent with or superior to the skill and care ordinarily exercised by similarly situated professionals practicing in the same or similar jurisdiction at the same or similar time. Noblesville Creates agrees to comply with all present and future federal, state, and local laws, orders, rules, regulations, codes and ordinances which may be applicable to Noblesville Creates' performance of the Services. Noblesville Creates agrees to indemnify and hold harmless the City 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.

5. **Assignment.** Noblesville Creates shall not assign or pledge this Agreement, and shall not delegate its obligations or the Services under this Agreement without the City's express written consent. Noblesville Creates may engage various contractors in performing the Services, in the manner described in Exhibit A, but shall remain responsible to the City for all obligations established herein.

6. **Governing Law.** This Agreement shall be construed in accordance with and governed by the laws of the state of Indiana. Hamilton County courts shall have exclusive jurisdiction of any legal action arising out of this Agreement or Noblesville Creates' provision of the Services hereunder.

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.

8. **No Implied Waiver.** The Parties agree that the failure to enforce any provision or obligation under this Agreement shall not constitute a waiver thereof, or serve as a bar to the subsequent enforcement of any such provision or obligation under this Agreement.

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

or provisions of this Agreement.

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

**11. Notice.** Any notice or documentation required to be sent pursuant to this Agreement shall be submitted in writing to the following addresses:

City of Westfield  
Chris McConnell, Director of Parks and Recreation  
2728 E. 171<sup>st</sup> Street  
Westfield, IN 46074  
cmcconnell@westfield.in.gov

Noblesville Creates and Hamilton County Artists' Association  
Aili McGill; Executive Director  
107 S. 8th Street  
Noblesville, IN 46060  
amcgill@noblesvillecreates.org  
O: 317.452.3690  
C: 317-340-0351

**12. Entire Agreement.** This Agreement, together with any attachments, exhibits, or supplements, specifically referenced herein, constitutes the entire agreement between Noblesville Creates and the City with respect to the matters contained herein and supersedes all prior oral or written representations and agreements with respect to the matters contained herein. This Agreement may only be modified by a written instrument executed by both Parties. Each signatory that executes this Agreement stipulates that they have executed this Agreement with the proper authority duly granted to bind that respective Party.

**13. Indemnification.** Noblesville Creates shall 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 Noblesville Creates to observe and perform any of its obligations under this Agreement and/or (2) any intentional or negligent act or omission by Noblesville Creates.

**14. Nondiscrimination.** Noblesville Creates agrees that it will not discriminate against any employee or applicant for employment to be employed in the performance this Agreement, with respect to the employee's hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment, because of the employee's race, religion, color, sex, disability, national origin, or ancestry. Breach of this covenant may be regarded as a material breach of this Agreement.

**15. E-Verify.** Under Ind. Code § 22-5-1.7-11, by entering into this Agreement with the City, Noblesville Creates is required to enroll in and verify the work eligibility status of all newly hired employees through the E-Verify program. Noblesville Creates is not required to verify the work eligibility status of all newly hired employees through the E-Verify program if the E-Verify program no longer exists. Noblesville Creates hereby confirms that it does not knowingly employ an unauthorized alien. Noblesville Creates further affirms that it will enroll in and agree to verify the work eligibility status of all newly hired employees through the E-Verify program.

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

**17. Insurance.** Noblesville Creates shall procure and maintain: (a) worker's compensation and employer's liability insurance in accordance with requirements of the state of Indiana; (b) commercial general liability insurance (including contractual and contractor's protective liability coverage) with combined single limits of \$1,000,000 per occurrence for bodily injury and property damage; (c) automobile liability coverage including owned and hired vehicles with a combined single limit of \$1,000,000 per occurrence for bodily injury and property damage; and (d) professional liability insurance in the amount of \$2,000,000 per claim. The City shall be named as

an additional insured and coverage shall not be canceled unless at least thirty (30) days prior written notice has been given. Upon request, Noblesville Creates shall provide, to the City, proof of such insurance coverage.

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

**19. Confidentiality.** Information relating to the Project and Services contemplated pursuant to this Agreement, including information shared or transmitted between the Parties pursuant to this Agreement (“Confidential Information”), unless in the public domain, shall be kept confidential by Noblesville Creates and shall not be disclosed or made available to third parties without the written consent of the City, unless so required by court order. Noblesville Creates and its contractors warrant that they shall use reasonable care to ensure that any Confidential Information, to which Noblesville Creates has obtained possession or knowledge of in connection with this Agreement (from the City) will not be disclosed to any third parties, in whole or in part, without the prior written permission of the City. Noblesville Creates may disclose Confidential Information to representatives of Noblesville Creates who need to know such information to provide the Services to the City, who agree to keep such Confidential Information confidential pursuant to the terms of this Agreement. Noblesville Creates shall use Confidential Information of the City solely for the purposes of providing the Services under this Agreement. Noblesville Creates shall not have the obligation to maintain the confidentiality of any Confidential Information that: (a) is lawfully obtained by Noblesville Creates from a third party that, to the knowledge of Noblesville Creates, did not acquire the information under an obligation of confidentiality; (b) is at the time of disclosure, or thereafter, becomes publicly known through no act or omission by Noblesville Creates or its employees; or (c) is independently developed by Noblesville Creates or its employees or agents who did not have access to Confidential Information of the City. Upon the City’s request, Noblesville Creates will immediately return or destroy any and all Confidential Information that has been provided to it by the City. Notwithstanding the foregoing, Noblesville Creates shall not be required to erase Confidential Information that has been saved to a back-up file in accordance with its ordinary document retention policies and procedures and may continue to store Confidential Information solely for such purpose and for such period as required to comply with such policies and procedures and any applicable law or regulation. Noblesville Creates agrees to maintain the confidentiality of the Confidential Information during the term of this Agreement, including any renewals or extensions

thereof, and for five (5) years following the expiration or termination, including any renewals or extensions, of this Agreement.

CITY OF WESTFIELD, INDIANA

\_\_\_\_\_  
  
\_\_\_\_\_

\_\_\_\_\_  
Date

NOBLESVILLE CREATES AND HAMILTON COUNTY ARTISTS' ASSOCIATION

\_\_\_\_\_  
  
\_\_\_\_\_

\_\_\_\_\_  
Date

**Proposal to Renew Services with the City of Westfield for 2026**  
**Submitted by: Noblesville Creates**  
**Date: 10-9-25**

Noblesville Creates seeks to renew our partnership with the City of Westfield for the 2026 calendar year. Our goal is to support and amplify the City’s vision for a vibrant and inclusive community by incorporating the talents of artists and creatives into city life. Building on the momentum of the City’s Arts Master Plan, Noblesville Creates proposes to support and coordinate the Westfield Arts Steering Committee and City Arts efforts in three categories:

1. **Support City Events** by engaging local artists in planning, programming, and performances.
2. **Advance the City’s Public Art Plan** through artist coordination, project facilitation, and community engagement.
3. **Support City Communications** by helping develop and integrate stories of local art and artists into strategic messaging.

**Proposed Scope of Work for 2026:**

**1. Integrating Artists into City Events**

We will:

- Work alongside Westfield Welcome and Westfield Parks and Recreation to identify events that could benefit from the addition of artist markets, plein air painters, performers, and any other creatives.
- Identify and coordinate local Creatives for participation in these City events.
- Collaborate with City departments and event planners to align creative programming with event goals and themes.
- Provide logistical and administrative support to ensure a seamless experience for artists and event organizers.

**Deliverables:**

- A curated list of artist participants for 2026 City events.
- On-site coordination at up to 6 events.
- An efficient system for posting Westfield Creative opportunities and coordinating artist responses and information
- Post-event evaluations to inform continuous improvement.

**2. Support for Public Art Implementation**

We will:

- Assist in the planning and facilitation of new public art projects, including but not limited to murals, sculptures, functional art, and development of artist spaces.
- Provide artist selection and project management services in alignment with the City’s Public Art Plan and in coordination with the Westfield Arts Steering Committee.
- Facilitate community engagement sessions to ensure public input and ownership of new art initiatives.

**Deliverables:**

- Coordination of up to 4 new public art projects in 2026.
- Transparent and inclusive artist selection processes.
- Community engagement reporting.

**3. Storytelling & Communications Support**

We will:

- Collaborate with the City’s communications team to craft and share stories highlighting the impact of local artists and art initiatives.
- Provide written content, photography, and social media materials featuring artists and artworks.
- Assist with campaigns that promote Westfield as a community that values creativity and culture.

**Deliverables:**

- Monthly artist/arts-focused content for City newsletters, social media, or web platforms.
- 2–3 feature stories per quarter highlighting arts impact in Westfield.
- A year-end creative impact report for public and stakeholder use.

**Proposed Budget:**

Noblesville Creates can deliver the services described above for \$50,000. We would be happy to submit greater details of the cost of each category and/or deliverable upon request. We also are happy to adjust the number of events or other details of this project to best meet the City’s needs and capacities.

**Conclusion**

Noblesville Creates is excited about the opportunity to continue working with the City of Westfield in 2026 and increasing the capacity of the City’s talented and hardworking staff. Together, we can enhance the Creative Economy and celebrate the City’s ever-evolving identity through the Arts. We are committed to aligning our services with the City’s goals, and to helping the City and its Creative thrive. We look forward to the opportunity to discuss this proposal further and refine the scope to meet the City’s needs.

**Submitted by:**

Aili McGill  
 Executive Director  
 Noblesville Creates and Hamilton County Artists’ Association  
 107 S. 8<sup>th</sup> Street  
 Noblesville, IN 46060  
[amcgill@noblesvillecreates.org](mailto:amcgill@noblesvillecreates.org)  
 O: 317.452.3690  
 C: 317-340-0351



**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 BEACON POINTE HOA 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 SEVEN THOUSAND ONE HUNDRED SEVENTY DOLLARS AND ZERO CENTS (\$7,170.00) ("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

BEACON POINTE HOA  
Attn: THAD JOHNSTON  
14941 Beacon Blvd.  
Carmel, Indiana 46032

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

\_\_\_\_\_

BEACON POINTE 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 CONVENTRY POA (“POA”) (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 POA desire to enter into this Agreement to formalize the City's grant of funds to the POA, and responsibilities and commitments related thereto.

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions set forth herein, the City and the POA 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 ZERO CENTS (\$10,000.00) ("Grant Funds") to the POA 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 POA agrees that the Project must be completed within one (1) year of receipt of the Grant Funds. The POA 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 POA as an Indiana nonprofit corporation in good standing;

(d) Any audits, reviews, financial statements, or compilations available describing the financial condition of the POA;

(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 POA hereby represents and warrants that it is a nonprofit entity in good standing.

Section 5. Use of Funds by the POA. The Grant Funds received by the POA 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 POA violates any term of this Agreement, this Agreement shall immediately be terminated and the POA agrees to return all funds received from the City.

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

Section 7. Good Faith Cooperation. The City and the POA 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

CONVENTRY POA  
Attn: NINA WHITESEL  
4762 W. 1050 S  
Pendleton, Indiana 46064

Section 10. Non-Discrimination. The POA 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 POA 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 POA to observe and perform any of its obligations under this Agreement and/or (2) any intentional or negligent act or omission by the POA.

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 POA by virtue of this Agreement, and vice versa. The POA 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  
\_\_\_\_\_

CONVENTRY POA\_

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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 EMERALD PLACE HOA 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 FIVE THOUSAND DOLLARS AND ZERO CENTS (\$5,000.00) ("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

EMERALD PLACE HOA  
Attn: JASON RUTZ  
1710 Emerald Pines Ln.  
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

\_\_\_\_\_

EMERALD PLACE 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 LANTERN PARK HOA 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 EIGHT THOUSAND EIGHT HUNDRED SEVENTY THREE DOLLARS AND THIRTY SEVEN CENTS (\$8,873.37) ("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

LANTERN PARK HOA  
Attn: DAVID KRUEGER  
16189 Morning Dr.  
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

\_\_\_\_\_

LANTERN PARK 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 LEGACY OAKS HOA 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 ZERO CENTS (\$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

LEGACY OAKS HOA  
Attn: JAMES MOORE  
758 Whispering Oaks Dr.  
Carmel, Indiana 46032

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

\_\_\_\_\_

LEGACY OAKS 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 LIBERTY RIDGE HOA 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 EIGHT THOUSAND ONE HUNDRED FORTY SEVEN DOLLARS AND SIXTY CENTS (\$8,147.60) ("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

LIBERTY RIDGE HOA  
Attn: WAYNE BALIGA  
1996 Ushant Ct.  
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

\_\_\_\_\_

LIBERTY RIDGE 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 RESERVE ON SOUTH 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 ZERO CENTS (\$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

RESERVE ON SOUTH HOA  
Attn: RICHARD FELDMAN  
17175 Sanders Farm Cir.  
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 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 \_\_\_\_\_

\_\_\_\_\_

RESERVE ON SOUTH HOA

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

\_\_\_\_\_

**RE: Municipal Advisory and Consulting Services - Recreation Impact Fee Zone Improvement Plan Update**

**DATE: November 25, 2025**

This Scope Appendix is attached by reference to the above-named engagement letter (the Engagement Letter) between the City of Westfield, Indiana (the City or the Client) and Baker Tilly Advisory Group, LP (BTAG) and relates to services to be provided by both BTAG and Baker Tilly Municipal Advisors, LLC (BTMA), collectively (Baker Tilly) for the City's Parks and Recreation Department.

**SCOPE OF WORK**

BTMA agrees to furnish and perform the following services for the Client.

**A. Recreational Impact Fee Services (Consulting, Municipal Advisory and Financial Advisory Services)**

1. Working with City staff and the parks master planning consultant (the Master Plan Consultant) through the impact fee plan development process, Baker Tilly Municipal Advisors (BTMA) will identify the relevant data to establish an impact fee that will not only withstand analytical scrutiny but also be communicated effectively to decision makers and the public.
  - a) Work with the City staff and the Master Plan Consultant to research and obtain documentation of data.

relevant to the calculation of the impact fee, including but not limited to:

    - (1) Population trends
    - (2) Information regarding trends in building and development
    - (3) A breakdown of current housing stock
    - (4) An inventory of current City parks and recreation infrastructure
    - (5) Estimates of future "non-local" revenue for parks and recreation
    - (6) Information on historic funding of parks infrastructure and budgets
    - (7) Information related to the history of the City's current Recreation Impact Fee
  - b) Work alongside the City attorney towards the production of an impact fee ordinance.
  - c) Maintain and provide appropriate documentation illustrating the nexus between the City's recreation master plan (the "Recreation Master Plan") and the need to provide additional infrastructure to a growing residential population.
  - d) Advise the City on the process of impact fee implementation.
  - e) Work with the Master Plan Contractor to establish the costs related to new infrastructure.
  - f) Use data from the City's comprehensive plan and the Recreation Master Plan to establish desired levels of community service, infrastructure location, and approximate timing of new infrastructure installation.
  - g) Attend public meetings and hearings to explain the impact fee process and the proposed fee structure.
  - h) Calculate a recreation impact fee per residential unit.
  - i) Prepare, in conjunction with the City, the City attorney, the Master Plan Consultant, and other members of the City's advisory team, a Recreation Impact Fee Zone Improvement Plan.

**COMPENSATION AND INVOICING**

Fees for services set forth in the Scope Appendix will be billed at standard billing rates based upon the actual time and expenses incurred and will not exceed Forty Thousand Dollars (\$40,000) without further authorization from the Client.

Standard Hourly Rates by Job Classification  
1/1/2026

Title	Hourly Rate
Principals / Directors	\$510 - \$695
Managers / Senior Managers	\$330 - \$480
Consultants / Analysts / Senior Consultants	\$210 - \$320
Support / Paraprofessionals / Interns	\$120 - \$230

*\*Billing rates are subject to change periodically due to changing requirements and economic conditions. The Client will be notified of any change to fees. If Client does not dispute such change in fees within thirty (30) days of receiving the notification, Client will be deemed to have accepted such change. The fees billed will be the fees in place at the time services are provided. Actual fees will be based upon experience of the staff assigned and the complexity of the engagement.*

The above fees shall include all expenses incurred except for direct, project-related expenses such as travel costs.

**BILLING PROCEDURES**

**Normally, you will receive a monthly statement showing fees and costs incurred in the prior month.** Occasionally, we may bill on a less frequent basis if the time involved in the prior month was minimal or if other arrangements are made. The account balance is due and payable on receipt of the statement.

Nonattest Services

As part of this engagement, we will perform certain nonattest services. For purposes of the Engagement Letter and this Scope Appendix, nonattest services include services that the *Government Auditing Standards* refers to as nonaudit services.

We will not perform any management functions or make management decisions on your behalf with respect to any nonattest services we provide.

In connection with our performance of any nonattest services, you agree that you will:

- > Continue to make all management decisions and perform all management functions, including approving all journal entries and general ledger classifications when they are submitted to you.
- > Designate an employee with suitable skill, knowledge, and/or experience, preferably within senior management, to oversee the services we perform.
- > Evaluate the adequacy and results of the nonattest services we perform.
- > Accept responsibility for the results of our nonattest services.
- > Establish and maintain internal controls, including monitoring ongoing activities related to the nonattest function.



Conflicts of Interest

Attachment A to the Engagement Letter contains important disclosure information that is applicable to this Scope Appendix.

We are unaware of any additional conflicts of interest related to this Scope Appendix that exist at this time.

Termination

This Scope Appendix will terminate according to the terms of the Engagement Letter.

If this Scope Appendix is acceptable, please sign below and return one copy to us for our files. We look forward to working with you on this important project.

Sincerely,

BAKER TILLY ADVISORY GROUP, LP



Matthew R. Eckerle, Principal

**Signature Section:**

The services and terms as set forth in this Scope Appendix are agreed to on behalf of the Client by:

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

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

Date: \_\_\_\_\_





Baker Tilly Advisory Group, LP  
9229 Delegates Row  
Suite 400  
Indianapolis, IN 46240  
United States of America

T: +1 (317) 465 1500  
F: +1 (317) 465 1550

[bakertilly.com](http://bakertilly.com)

November 25, 2025

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

RE: Engagement Letter Agreement Related to Services

This letter agreement (the Engagement Letter or Agreement) is to confirm our understanding of the basis upon which Baker Tilly Advisory Group, LP (Baker Tilly) and its affiliates are being engaged by the City of Westfield, Indiana (the Client) to assist the Client with advisory services ("Services").

### **Scope, Objectives and Approach**

It is anticipated that projects undertaken in accordance with this Engagement Letter will be at the request of the Client. The scope of services, additional terms and associated fee for individual engagements will be contained in a Scope Appendix or Appendices to this Engagement Letter. Authorization to provide services will commence upon execution and return of this Engagement Letter and one or more Appendices.

Baker Tilly hereby agrees to provide the Services by following and applying generally accepted professional and technical guidelines and standards, with the standard of care consistent with the skill and care ordinarily exercised by similarly situated professionals practicing in the same or similar jurisdiction at the same or similar time. Baker Tilly agrees to comply with all present and future federal, state, and local laws, orders, rules, regulations, codes and ordinances which may be applicable to Baker Tilly's performance of the Services hereunder.

### **Management's Responsibilities**

It is understood that Baker Tilly will serve in an advisory capacity with the Client. The Client is responsible for management decisions and functions, and for designating an individual with suitable skill, knowledge or experience to oversee the services we provide. The Client is responsible for evaluating the adequacy and results of the services performed and accepting responsibility for such services. The Client is responsible for establishing and maintaining internal controls, including monitoring ongoing activities.

The procedures we perform in our engagement will be heavily influenced by the representations that we receive from Client personnel. Accordingly, false representations could cause material errors to go undetected. The Client, therefore, agrees that Baker Tilly will have no liability in connection with claims based upon our failure to detect material errors resulting from false representations made to us by any Client personnel and our failure to provide an acceptable level of service due to those false representations.

The ability to provide service according to timelines established and at fees indicated will rely in part on receiving timely responses from the Client. The Client will provide information and responses to deliverables within the timeframes established in a Scope Appendix unless subsequently agreed otherwise in writing.

The responsibility for auditing the records of the Client rests with the Client's separately retained auditor and the work performed by Baker Tilly shall not include an audit or review of the records or the expression of an opinion on financial data.

### **Ownership of Intellectual Property**

Unless otherwise stated in a specific Scope Appendix, subject to Baker Tilly's rights in Baker Tilly's Knowledge (as defined below), Client shall own all intellectual property rights in the deliverables developed under the applicable Scope Appendix or Appendices (Deliverables). Notwithstanding the foregoing, Baker Tilly will maintain all ownership right, title and interest to all Baker Tilly's Knowledge. For purposes of this Agreement "Baker Tilly's Knowledge" means Baker Tilly's proprietary programs, modules, products, inventions, designs, data, or other information, including all copyright, patent, trademark and other intellectual property rights related thereto, that are (1) owned or developed by Baker Tilly prior to the Effective Date of this Agreement or the applicable Scope Appendix or Appendices (Baker Tilly's Preexisting Knowledge) (2) developed or obtained by Baker Tilly after the Effective Date, that are reusable from client to client and project to project, where Client has not paid for such development; and (3) extensions, enhancements, or modifications of Baker Tilly's Preexisting Knowledge which do not include or incorporate Client's confidential information. To the extent that any Baker Tilly Knowledge is incorporated into the Deliverables, Baker Tilly grants to Client a non-exclusive, paid up, perpetual royalty-free worldwide license to use such Baker Tilly Knowledge in connection with the Deliverables, and for no other purpose without the prior written consent of Baker Tilly. Additionally, Baker Tilly may maintain copies of its work papers for a period of time and for use in a manner sufficient to satisfy any applicable legal or regulatory requirements for records retention.

The supporting documentation for this engagement, including, but not limited to work papers, is the property of Baker Tilly and constitutes confidential information except as required by law, including but not limited to Indiana's Access to Public Records Act. We may have a responsibility to retain the documentation for a period of time sufficient to satisfy any applicable legal or regulatory requirements for records retention. If we are required by law, regulation or professional standards to make certain documentation available to required third parties, the Client hereby authorizes us to do so.

### **Timing and Fees**

Specific services will commence upon execution and return of a Scope Appendix to this Engagement Letter and our professional fees will be based on the rates outlined in such Scope Appendix.

Unless otherwise stated in the Scope Appendix, in addition to the fees described in a Scope Appendix the Client will pay all of Baker Tilly's reasonable out-of-pocket expenses incurred in connection with the engagement. All out of pocket costs will be passed through at cost and will be in addition to the professional fee. To the extent the Scope Appendix specifies a rate inclusive of "Time and Expense," out of pocket expenses shall be deemed included in the stated amount and Baker Tilly will obtain Client's prior written approval for any excess amount.

### **Dispute Resolution**

Except for disputes related to confidentiality or intellectual property rights, all disputes and controversies between the parties hereto of every kind and nature arising out of or in connection with this Engagement Letter or the applicable Scope Appendix or Appendices as to the existence, construction, validity, interpretation or meaning, performance, nonperformance, enforcement, operation, breach, continuation, or termination of this Agreement or the applicable Scope Appendix or Appendices as shall be resolved as set forth in this section using the following procedure: In the unlikely event that differences concerning the services or fees provided by Baker Tilly should arise that are not resolved by mutual agreement, both parties agree to attempt in good faith to settle the dispute by engaging in mediation administered by the American Arbitration Association under its mediation rules for professional accounting and related services disputes before resorting to litigation or any other dispute resolution procedure. This Agreement shall be construed in accordance with and governed by the laws of the state of Indiana. Hamilton County courts shall have exclusive jurisdiction of any legal action arising out of this Agreement or Baker Tilly's provision of Services hereunder. Each party shall bear their own expenses from mediation and the fees and expenses of the mediator shall be shared equally by the parties. If the dispute is not resolved by mediation, then the parties agree to expressly waive trial by jury in any judicial proceeding involving directly or indirectly, any matter (whether sounding in tort, contract, or otherwise) in any way arising out of, related to, or connected with this Agreement or the applicable Scope Appendix or Appendices as or the relationship of the parties established hereunder.

Because a breach of any the provisions of this Engagement Letter or the applicable Scope Appendix or Appendices as concerning confidentiality or intellectual property rights will irreparably harm the non-breaching party, Client and Baker Tilly agree that if a party breaches any of its obligations thereunder, the non-breaching party shall, without limiting its other rights or remedies, be entitled to seek equitable relief (including, but not limited to, injunctive relief) to enforce its rights thereunder, including without limitation protection of its proprietary rights. The parties agree that the parties need not invoke the mediation procedures set forth in this section in order to seek injunctive or declaratory relief.

This Agreement shall be construed in accordance with and governed by the laws of the state of Indiana. Hamilton County courts shall have exclusive jurisdiction of any legal action arising out of this Agreement or Baker Tilly's provision of Services hereunder.

### **Limitation on Damages**

To the extent allowed under applicable law, the aggregate liability (including attorney's fees and all other costs) of either party and its present or former partners, principals, agents or employees to the other party related to the services performed under an applicable Scope Appendix or Appendices shall not exceed the fees paid to Baker Tilly under the applicable Scope Appendix or Appendices to which the claim relates, except to the extent finally determined to have resulted from the gross negligence, willful misconduct or fraudulent behavior of the at-fault party. Additionally, in no event shall either party be liable for any lost profits, lost business opportunity, lost data, consequential, special, incidental, exemplary or punitive damages, delays or interruptions arising out of or related to this Engagement Letter or the applicable Scope Appendix or Appendices even if the other party has been advised of the possibility of such damages.

Each party recognizes and agrees that the warranty disclaimers and liability and remedy limitations in this Engagement Letter are material bargained for bases of this Engagement Letter and that they have been taken into account and reflected in determining the consideration to be given by each party under this Engagement Letter and in the decision by each party to enter into this Engagement Letter.

The terms of this section shall apply regardless of the nature of any claim asserted (including, but not limited to, contract, tort or any form of negligence, whether of you, Baker Tilly or others), but these terms shall not apply to the extent finally determined to be contrary to the applicable law or regulation. These terms shall also continue to apply after any termination of this Engagement Letter.

You accept and acknowledge that any legal proceedings arising from or in conjunction with the services provided under this Engagement Letter must be commenced within twenty-four (24) months after the performance of the services for which the action is brought, without consideration as to the time of discovery of any claim.

### **Other Matters**

#### E-Verify Program

Baker Tilly participates in the E-Verify program. For the purpose of this paragraph, the E-Verify program means the electronic verification of the work authorization program of the Illegal Immigration Reform and Immigration Responsibility Act of 1996 (P.L. 104-208), Division C, Title IV, s.401(a), as amended, operated by the United States Department of Homeland Security or a successor work authorization program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work authorization status of newly hired employees under the Immigration Reform and Control Act of 1986 (P.L. 99-603). Baker Tilly does not employ any "unauthorized aliens" as that term is defined in 8 U.S.C. 1324a(h)(3). Under Ind. Code § 22-5-1.7-11, by entering into this Agreement with Client, Baker Tilly is required to enroll in and verify the work eligibility status of all newly hired employees through the E-Verify program. Baker Tilly is not required to verify the work eligibility status of all newly hired employees through the E-Verify program if the E-Verify program no longer exists.

#### Investments

Baker Tilly certifies that pursuant to Indiana Code 5-22-16.5 *et seq.* Baker Tilly is not now engaged in investment activities in Iran. Baker Tilly understands that providing a false certification could result in the fines, penalties, and civil action listed in I.C. 5-22-16.5-14.

#### Non-Discrimination

Pursuant to Indiana Code §22-9-1-10, Baker Tilly and its subcontractors, if any, shall not discriminate against any employee or applicant for employment to be employed in the performance of this Engagement Letter, with respect to hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of race, religion, color, sex, disability, national origin, ancestry, or veteran status. Breach of this covenant may be regarded as a material breach of this Engagement Letter.

Baker Tilly certifies that, except for de minimis and non-systematic violations, it has not violated the terms of I.C. 24-4.7, I.C. 24-5-12, or I.C. 24-5-14 in the previous three hundred sixty-five (365) days, even if I.C. 24-4.7 is preempted by federal law, and that Baker Tilly will not violate the terms of I.C. 24-4.7 for the duration of the Engagement Letter, even if I.C. 24-4.7 is preempted by federal law. Baker Tilly further certifies that any affiliate or principal of Baker Tilly and any agent acting on behalf of Baker Tilly or on behalf of any affiliate or principal of Baker Tilly, except for de minimis and non-systematic violations, has not violated the terms of I.C. 24-4.7 in the previous three hundred sixty-five (365) days, even if I.C. 24-4.7 is preempted by federal law, and will not violate the terms of I.C. 24-4.7 for the duration of the Engagement Letter, even if I.C. 24-4.7 is preempted by federal law.

#### Anti-Nepotism

Baker Tilly is aware of the provisions under IC 36-1-21 *et seq.* with respect to anti-nepotism in contractual relationships with governmental entities. Baker Tilly is not aware of any relative (as defined in IC 36-1-21-3) of any elected official (as defined in IC 36-1-21-2) of the Client who is an owner or an employee of Baker Tilly.

In the event Baker Tilly is requested by the Client; or required by government regulation, subpoena, or other legal process to produce our engagement working papers or its personnel as witnesses with respect to its Services rendered for the Client, so long as Baker Tilly is not a party to the proceeding in which the information is sought, Client will reimburse Baker Tilly for its professional time and expenses, as well as the reasonable fees and legal expenses incurred in responding to such a request.

Neither this Agreement, any Engagement Letter, any claims nor any rights or licenses granted hereunder may be assigned, delegated or subcontracted by Client without the written consent of Baker Tilly. Baker Tilly may assign and transfer this Agreement and any Letter to any successor that acquires all or substantially all of the business or assets of Baker Tilly by way of merger, consolidation, other business reorganization, or the sale of interests or assets.

In the event that any provision of this Engagement Letter or statement of work contained in a Scope Appendix hereto is held by a court of competent jurisdiction to be unenforceable because it is invalid or in conflict with any law of any relevant jurisdiction, the validity of the remaining provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Engagement Letter or statement of work did not contain the particular provisions held to be unenforceable. The unenforceable provisions shall be replaced by mutually acceptable provisions which, being valid, legal and enforceable, come closest to the intention of the parties underlying the invalid or unenforceable provision. If the services should become subject to the independence rules of the U.S. Securities and Exchange Commission with respect to Client, such that any provision of this Engagement Letter would impair Baker Tilly's independence under its rules, such provision(s) shall be of no effect.

### **Termination**

Both the Client and Baker Tilly have the right to terminate this Engagement Letter, or any work being done under an individual Scope Appendix at any time after reasonable advance written notice. On termination, all fees and charges incurred prior to termination shall be paid promptly. Unless otherwise agreed to by the Client and Baker Tilly, the scope of services provided in a Scope Appendix will terminate 60 days after completion of the services in such Appendix.

### **Important Disclosures**

Incorporated as Attachment A and part of this Engagement Letter are important disclosures. These include disclosures that apply generally and those that are applicable in the event Baker Tilly is engaged to provide municipal advisory services.

This Engagement Letter, including the attached Disclosures as updated from time to time, comprises the complete and exclusive statement of the agreement between the parties, superseding all proposals, oral or written, and all other communications between the parties. Both parties acknowledge that work performed pursuant to the Engagement Letter will be done through Scope Appendices executed and made a part of this document.

Any rights and duties of the parties that by their nature extend beyond the expiration or termination of this Engagement Letter shall survive the expiration or termination of this Engagement Letter or any statement of work contained in a Scope Appendix hereto. This Engagement Letter may only be modified by written agreement signed by both parties.

The Parties acknowledge that Client is a governmental entity whose funds are subject to appropriation by its fiscal body. Therefore, if at any time during the initial term or subsequent term of this Agreement, Client's fiscal body should fail to appropriate sufficient funds to continue this Agreement, it will become null and void. Client shall not be obligated to perform unless and until sufficient funds are appropriated. Client agrees to seek funding for the continuation of this Agreement during each budget cycle during the initial

term or subsequent term of this Agreement. Client agrees to inform Baker Tilly in writing of any such nonallocation of funds at the earliest possible date and shall pay for all Services provided prior to exhaustion of the appropriated funds.

The Parties agree that the failure to enforce any provision or obligation under this Agreement shall not constitute a waiver thereof or serve as a bar to the subsequent enforcement of any such provision or obligation under this Agreement.

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

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

If this Engagement Letter is acceptable, please sign below and return one copy to us for our files.

Signature,

BAKER TILLY ADVISORY GROUP, LP



Daniel A. Hedden, Principal

**Signature Section:**

The terms as set forth in this Engagement Letter are agreed to on behalf of the Client by:

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

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

Date: \_\_\_\_\_

## **Attachment A Important Disclosures**

### Non-Exclusive Services

Client acknowledges and agrees that Baker Tilly and its affiliates, including but not limited to Baker Tilly US, LLP, Baker Tilly Advisory Group, LP, Baker Tilly Municipal Advisors, LLC, Baker Tilly Capital, LLC, and Baker Tilly Wealth Management, LLC, is free to render services to the Client or others and that Baker Tilly does not make its services available exclusively to the Client.

### Affiliated Entities

Baker Tilly US, LLP and Baker Tilly Advisory Group, LP (BTAG) and its subsidiary entities provide professional services through an alternative practice structure in accordance with the AICPA Code of Professional Conduct and applicable laws, regulations and professional standards. Baker Tilly US, LLP is a licensed independent CPA firm that provides attest services to clients. BTAG and its subsidiary entities provide tax and business advisory services to their clients. BTAG, and its subsidiary entities are not licensed CPA firms. BTAG and its subsidiaries and Baker Tilly US, LLC are independent members of Baker Tilly International. Baker Tilly International Limited is an English company. Baker Tilly International provides no professional services to clients. Each member firm is a separate and independent legal entity, and each describes itself as such. BTAG, Baker Tilly US, LLP, nor any other member firms of Baker Tilly International has any liability for each other's acts or omissions. The name Baker Tilly and its associated logo is used under license with Baker Tilly International Limited.

Baker Tilly Wealth Management, LLC (BTWM), a U.S. Securities and Exchange Commission (SEC) registered investment adviser, controlled by BTAG. BTWM may provide services to the Client in connection with the investment of proceeds from an issuance of securities through Baker Tilly Investment Services, a Division of BTWM. In such instances, services will be provided under a separate engagement, for an additional fee. Notwithstanding the foregoing, Baker Tilly may act as solicitor for and recommend the use of BTWM, but the Client shall be under no obligation to retain BTWM or to otherwise utilize BTWM relative to Client's investments. The fees paid with respect to investment services are typically based in part on the size of the issuance proceeds and Baker Tilly may have incentive to recommend larger financings than would be in the Client's best interest. Baker Tilly will manage and mitigate this potential conflict of interest by this disclosure of the affiliated entity's relationship, a Solicitation Disclosure Statement when Client retains BTWM's services and adherence to fiduciary duty and/or fair dealing obligations to the Client.

Baker Tilly Capital, LLC (BTC) is a limited-service broker-dealer, controlled by BTAG, specializing in merger and acquisition, capital sourcing, project finance and corporate finance advisory services. BTC does not participate in any municipal offerings advised on by its affiliate Baker Tilly Municipal Advisors. Any services provided to Client by BTC would be done so under a separate engagement for an additional fee.

Baker Tilly Municipal Advisors (BTMA), controlled by BTAG, is a registered municipal advisor pursuant to Section 15B of the Securities Exchange Act, as amended and the rules and regulations adopted by the Municipal Securities Rulemaking Board (MSRB). As such, BTMA may provide certain specific municipal advisory services to the Client. BTMA is neither a placement agent to the Client nor a broker/dealer. The offer and sale of any bonds is made by the Client in the sole discretion of the Client, and under its control and supervision. The Client acknowledges that BTMA does not undertake to sell or attempt to sell bonds or other debt obligations and will not take part in the offer or sale thereof.

Moss Adams Wealth Advisors, LLC (MAWA), controlled by BTAG, is an SEC registered investment adviser. MAWA provides portfolio management, financial planning and retirement consulting services to its clients. Baker Tilly may provide services to the Client in connection with human resources consulting, including, but not limited to, executive recruitment, talent management and community survey services. In such instances, services will be provided under a separate scope of work for an additional fee. Certain executives of the Client may have been hired after the services of Baker Tilly were utilized and may make decisions about whether to engage other services of Baker Tilly or its affiliates. Notwithstanding the foregoing, Baker Tilly may recommend the use of Baker Tilly or a subsidiary, but the Client shall be under no obligation to retain Baker Tilly or an affiliate or to otherwise utilize either relative to the Client's activities.

Conflict Disclosure Applicable to Municipal Advisory Services Provided by BTMA

*Legal or Disciplinary Disclosure.* BTMA is required to disclose to the SEC information regarding criminal actions, regulatory actions, investigations, terminations, judgments, liens, civil judicial actions, customer complaints, arbitrations and civil litigation involving BTMA. Pursuant to MSRB Rule G-42, BTMA is required to disclose any legal or disciplinary event that is material to the Client's evaluation of BTMA or the integrity of its management or advisory personnel.

There are no criminal actions, regulatory actions, investigations, terminations, judgments, liens, civil judicial actions, customer complaints, arbitrations or civil litigation involving BTMA. Copies of BTMA filings with the SEC can currently be found by accessing the SEC's EDGAR system Company Search Page which is currently available at <https://www.sec.gov/edgar/searchedgar/companysearch.html> and searching for either Baker Tilly Municipal Advisors, LLC or for our CIK number which is 0001616995. The MSRB has made available on its website ([www.msrb.org](http://www.msrb.org)) a municipal advisory client brochure that describes the protections that may be provided by MSRB rules and how to file a complaint with the appropriate regulatory authority.

*Contingent Fee.* The fees to be paid by the Client to BTMA are or may be based on the size of the transaction and partially contingent on the successful closing of the transaction. Although this form of compensation may be customary in the municipal securities market, it presents a conflict because BTMA may have an incentive to recommend unnecessary financings, larger financings or financings that are disadvantageous to the Client. For example, when facts or circumstances arise that could cause a financing or other transaction to be delayed or fail to close, BTMA may have an incentive to discourage a full consideration of such facts and circumstances, or to discourage consideration of alternatives that may result in the cancellation of the financing or other transaction.

*Hourly Fee Arrangements.* Under an hourly fee form of compensation, BTMA will be paid an amount equal to the number of hours worked multiplied by an agreed upon billing rate. This form of compensation presents a potential conflict of interest if BTMA and the Client do not agree on a maximum fee under the applicable Appendix to this Engagement Letter because BTMA will not have a financial incentive to recommend alternatives that would result in fewer hours worked. In addition, hourly fees are typically payable by the Client whether or not the financing transaction closes.

*Fixed Fee Arrangements.* The fees to be paid by the Client to BTMA may be in a fixed amount established at the outset of the service. The amount is usually based upon an analysis by the Client and BTMA of, among other things, the expected duration and complexity of the transaction and the work documented in the Scope Appendix to be performed by Baker Tilly. This form of compensation presents a potential conflict of interest because, if the transaction requires more work than originally contemplated, Baker Tilly may suffer a loss.

Thus, Baker Tilly may recommend less time-consuming alternatives or fail to do a thorough analysis of alternatives.

BTMA manages and mitigates conflicts related to fees and/or other services provided primarily through clarity in the fee to be charged and scope of work to be undertaken and by adherence to MSRB Rules including, but not limited to, the fiduciary duty which it owes to the Client requiring BTMA to put the interests of the Client ahead of its own and BTMA's duty to deal fairly with all persons in its municipal advisory activities.

To the extent any additional material conflicts of interest have been identified specific to a scope of work the conflict will be identified in the respective Scope Appendix. Material conflicts of interest that arise after the date of a Scope Appendix will be provided to the Client in writing at that time.

