



CITY OF WESTFIELD, IN
Board of Public Works Meeting Agenda

BOARD OR COMMISSION: Board of Public Works Meeting

MEETING DATE: Wednesday, January 28, 2026 at 1:00 PM

MEETING PLACE: Westfield City Hall- Assembly Room

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

Nick Barbknecht, President | Mayor Appointed | 1-year term | 1/1/25-12/31/25

Chuck Lehman, Vice President | Mayor Appointed | 1-year term | 1/1/25-12/31/25

Mayor Scott Willis, Board Member | Mayor | 4-year term | 1/1/24-12/31/27

OPENING OF REGULAR MEETING

Note the presence of a quorum

APPROVAL OF MINUTES

Action Item #1:

- Approval of Minutes – December 17, 2025

CONTRACTS/AGREEMENTS

Action Item #2:

- Citizens Water of Westfield, LLC & City of Westfield – 181st & Grand Park Boulevard - Utility Reimbursement Agreement

Action Item #3:

- E&B Paving & City of Westfield - Penn Street Extension Project – Goods & Services Contract

Action Item #4:

- Signing Authority – Monon Tunnel at 161st Street

Action Item #5:

- Duke Energy Indiana, LLC & City of Westfield - Duke Easement for Station 85

RESOLUTIONS

Action Item #6:

- Resolution 26-103: A Resolution of the City of Westfield Board of Public Works and Safety Approving a Ground Lease with the Downtown Westfield Community Development Corporation

CONSENT AGENDA

January Bond Information

DEPARTMENT REPORTS

- Fire
- Police
- Public Works

ADJOURNMENT



CITY OF WESTFIELD, IN
Board of Public Works Meeting Minutes - 12/17/2025
Wednesday, December 17, 2025 at 1:00 PM

APPROVAL OF MINUTES

OPENING OF REGULAR MEETING

Note the presence of a quorum

Nick Barbknecht and Mayor Willis were present. City Attorney Kaitlin Glazier, and Deputy Clerk Kim Strang were in attendance.

Action Item #1: Approval of Minutes – November 19, 2025

The motion to approve the minutes was made by: Nick Barbknecht

Seconded by: Mayor Willis

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

CONTRACTS/AGREEMENTS

Action Item #2: Midwest Studios & City of Westfield – Downtown Plan Model – Professional Services Agreement

Kevin Todd presented. This is a professional service contract with Midwest Studios to fabricate and install a 3D model of the downtown redevelopment plan. The model will be made out of a combination of laser-cut plastics and metals, as well as some 3D materials. The model will be placed on a 5ft by 6ft tabletop located in the City Services Building. Nick Barbknecht inquired what the purpose of the model was. Mayor Willis stated it gives the residents an opportunity to see and envision what the future of downtown will look like, noting Carmel had done this to show their vision of downtown. The cost of the project is \$148,500.

The motion to approve was made by: Mayor Willis

Seconded by: Nick Barbknecht

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

Action Item #3: Lochmueller Group, Inc. & City of Westfield - 191st Street from Grand Park Blvd. to Tomlinson Road - Widening Design - Amendment #2

Michael Pearce presented. This is an amendment to the design contract for 191st Street phase 1. The request is for an additional \$90,000, in addition to the existing contract. A large portion (\$43,000) is for subsurface utility engineering to avoid the relocation of critical utilities. Other costs include utility coordination that was not included in the scope of work and the redesign of the roundabout tying into the Heritage Trail Development. This amends the contract from \$1.37M to approximately \$1.46M, which includes the roadway design for the bridge.

The motion to approve was made by: Mayor Willis

Seconded by: Nick Barbknecht

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

Action Item #4: Hendricks County Hospital d/b/a/ Hendricks Regional Health & Westfield Fire Department – Annual Wellness & Fit for Duty Evaluations Service Agreement

Chief Gaylor presented. This is a two-year contract with Hendricks Regional Hospital to provide Annual Wellness and Fit for Duty evaluations for the city firefighters. The police department uses the hospital services and has been pleased.

The motion to approve was made by: Mayor Willis

Seconded by: Nick Barbknecht

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

Action Item #5: Westfield Professional Fire Fighters International Association of Fire Fighters Local 4416 & City of Westfield – Agreement

Danielle Carey-Tolan presented. Typically, this would not come before this board, because it is negotiated by the mayor and the union leaders, but since it is a contract agreement, for legal purposes, the board is being requested to sign off. Mayor Willis stated that this contract puts our firefighters in the top two or three fire departments in the state.

The motion to approve was made by: Nick Barbknecht

Seconded by: Mayor Willis

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

Action Item #6: Bridge Builders Strategies, LLC & City of Westfield - Service Agreement

Danielle Carey-Tolan presented. This is phase two of our service agreement with Bridge Builders. In phase one, all job descriptions were reviewed, and the challenges of each job description were defined. Phase two will start with training the leadership team as we look into the future growth of the city.

The motion to approve was made by: Mayor Willis

Seconded by: Nick Barbknecht

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

Action Item #7: City of Westfield - 2026 Personnel Policies, Procedures & Benefits Manual - Revision

Bradie Louks, HR Director, presented. There are two revisions to the manual that was approved last month. The first revision is in section 4.09 regarding PTO policy carryover. The other section is 7.02 regarding the National Guard, Reserve Duty and Task Force leave.

The motion to approve was made by: Mayor Willis

Seconded by: Nick Barbknecht

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

MEMORANDUM OF UNDERSTANDING

Action Item #8: Commissioners of Hamilton County, Indiana & the City of Westfield – Memorandum of Understanding Regarding First Due

Chief Gaylor presented. This is a MOU agreement with the county regarding the software service First Due. Our fire department uses the software for inspections, pre-plans, and other incidentals. This MOU recognizes the county is willing to pay for some of the features that are used by the city, but not in its entirety.

The motion to approve was made by: Mayor Willis

Seconded by: Nick Barbknecht

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

RESOLUTIONS

Action Item #9: Resolution 25-168 - A Resolution of the City of Westfield Board of Public Works & Safety approving a contract between the City of Westfield, Indiana & Waste Management of Indiana, LLC for residential solid waste, yard waste, recycling collection & disposal services

John Rogers presented. This is an agreement with Waste Management to provide residential trash and recycling services for the next six years.

The motion to approve was made by: Nick Barbknecht

Seconded by: Mayor Willis

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

CONSENT AGENDA

The motion to approve the consent agenda was made by: Nick Barbknecht

Seconded by: Mayor Willis

Vote: Yes-2; No-3. Motion carried.

- **181st St & Grand Park Blvd Roundabout – Title Sheet**

December Bond Information

DEPARTMENT REPORTS

- **Fire**

Chief Gaylor gave the Fire Department update.

- **Police**

Chief Keen gave the update for the Police Department.

- **Public Works**

Director Nail gave the Public Works update.

ADJOURNMENT

Mayor Willis made the motion to adjourn. Nick Barbknecht seconded.
The meeting adjourned at 1:35PM

Deputy Clerk

Board Member

These minutes are a summary of actions taken at the City of Westfield Board of Public Works & Safety Meeting. A full video archive of the meeting is available for viewing at: <https://www.youtube.com/cityofwestfieldin>

UTILITY REIMBURSEMENT AGREEMENT

AGREEMENT Amount: \$34,800

Project No: 48PC07567

Work Description: Hydrant CWF-29509 Relocation at 181st St and Grand Park Blvd RAB

Road: 181st Street

County: Hamilton

THIS AGREEMENT, made and entered into this ____ day of _____, by

Citizens Water of Westfield, LLC
2020 North Meridian Street
Indianapolis, IN 46202

(hereinafter referred to as the "UTILITY"), and the City of Westfield, (hereinafter referred to as "WESTFIELD"), together referred to as the "PARTIES".

WITNESSETH:

WHEREAS, WESTFIELD desires to improve and/or maintain the condition of the above-referenced road and has determined the construction designated by the above project number is necessary for the improvement and/or maintenance of the roadway.

WHEREAS, due to said improvement, certain adjustments, removals, alterations, and relocation of the existing facilities of the UTILITY will have to be made as shown on Exhibit "A" attached hereto and by this reference made a part of this AGREEMENT;

WHEREAS, it is in the best interests of the UTILITY and WESTFIELD for the UTILITY to make the necessary adjustments, removals, alterations, and/or relocation of its existing facilities as shown on Exhibit "A" with the UTILITY's regular construction and maintenance forces, or by a contractor paid under contract let by the UTILITY.

NOW, THEREFORE, in consideration of the mutual covenants herein recited, the UTILITY and WESTFIELD do herein agree as follows:

SECTION I.

The UTILITY, with its regular construction or maintenance crew and personnel, at its standard schedule or wages and working hours, or by an approved contractor, will make the necessary adjustments, removals, alterations and/or relocation in its existing facilities as shown on Exhibit "A", attached hereto and incorporated herein by reference.

The preliminary estimated cost thereof is \$34,800.00, as shown on Exhibit "B", attached hereto and incorporated herein by reference.

SECTION II.

The UTILITY will be reimbursed for its actual costs of the work in such Exhibit "B" upon presentation of itemized bills to WESTFIELD from the UTILITY. The UTILITY accounts and the accounts and records of any contractor or subcontractor involved in carrying out the purpose of work shall be kept in such manner that they may be audited and actual costs determined, and such accounts shall be available, within a reasonable amount of time of receipt of written notice to the owner of such accounts, for the audits by auditors of WESTFIELD for a period of not less than three (3) years from the date final payment has been received by the UTILITY. WESTFIELD agrees that information provided to it pursuant to such an audit shall be used solely for the purpose of this AGREEMENT and shall not, to the extent allowed by law, be disclosed to third parties for any other purpose.

Should the accumulated costs of the work materially exceed such Exhibit "B" preliminary estimated costs, due to conditions not known or anticipated at the time of estimate preparation, and no substantial change in the scope of the work, method of installation, change in location, or other changes of similar nature has taken place, the UTILITY shall notify WESTFIELD in writing of such fact and the reasons therefore as promptly as possible. The Utility shall receive written approval of such charges prior to commencing additional work.

The payments to the UTILITY will be made on the basis hereinafter set forth:

Progress or Final Billing. The UTILITY may submit progress billings reflecting the actual costs incurred or it may submit a final billing upon completion of the Project. Invoices shall be payable within thirty (30) days from the date WESTFIELD receives such bill.

All relevant books, records and account of the UTILITY and the accounts and records of any contractor or subcontractor involved in carrying out the proposed work to which payment for a relocation has been made by WESTFIELD, may be audited by WESTFIELD. The UTILITY following such audit shall delete those items from the final bill, if any, or refund that portion of the payment for which it is not entitled to reimbursement, if any, only to the extent those items or payments were not incurred either as a part of the Project or otherwise in accordance with the Agreement.

SECTION III.

The UTILITY shall not start construction on the work contemplated by this AGREEMENT until written notice has been given to the UTILITY by WESTFIELD that the work has been authorized and that funds are available to reimburse the UTILITY.

SECTION IV.

PARTIES to this AGREEMENT, and their consultants and/or contractors, shall not discriminate against any employee or applicant for employment in the performance of the contract, with respect to hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment, because of race, sex, sexual orientation, gender identity, religion, color, national origin, ancestry, age, disability, and United States military service veteran status. Breach of this provision may be regarded as a material breach of this AGREEMENT.

SECTION V.

In the event of any inconsistency between this AGREEMENT and the exhibits attached hereto, the terms and conditions of this AGREEMENT will control.

SECTION VI.

(INTENTIONALLY OMITTED)

SECTION VII.

The PARTIES and their representatives agree that all appropriate corporate action has been taken relating to this AGREEMENT and that each representative executing this AGREEMENT has all requisite legal authority to sign on behalf of its respective entity.

SECTION VIII.

This AGREEMENT represents the entire understanding between WESTFIELD and the UTILITY with respect to the subject matter herein.

SECTION IX.

This AGREEMENT may be amended only in writing, signed by each of the parties.

[THE REST OF THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK.]

IN WITNESS WHEREOF, the PARTIES hereto separately and severally have caused this AGREEMENT to be executed in their respective names by and through their duly authorized officers.

THE UTILITY:

Citizens Water of Westfield, LLC
(Utility Name)

(Signature of Officer)

(Officer's Name, Printed or Typed)

(Officer's Position)

FOR:

City of Westfield

BY:

(Typed or Printed Name)

(Typed or Printed Name)

(Typed or Printed Name)

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Exhibit "B"

181st St and Grand Park Blvd Hydrant Relocation
Water Reimbursable Preliminary Cost Estimate

Summary	Preliminary Estimated Cost
CEG Labor	
Design	\$ -
Project Manager	\$ 1,500
Construction Manager	\$ 1,500
Inspection	\$ 1,200
Closeout	\$ 1,000
Material	\$ 8,800
Easement	\$ -
Permits	\$ -
Contractor	\$ 20,800
Traffic Control	\$ -
Resurfacing	\$ -
Tree Clearing	\$ -
Betterment	\$ -
Salvage	\$ -
Preliminary Estimated Cost	\$ 34,800

This estimate INCLUDES

Relocating Citizens existing hydrant CWF-29509 in conflict with RAB construction

This estimate EXCLUDES

-
- 1 Pavement resurfacing
 - 2 Build America / Buy America material
 - 3 All Permits

CONTRACT FOR GOODS AND SERVICES

This Contract for Goods and Services (“Vendor Contract”) is made and entered into as of the 28th day of January 2026, by and between City of Westfield (“Contracting Party”) and E&B Paving, LLC (“Vendor”).

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

- A. **Basic Terms.** This Vendor Contract is on the following basic terms and conditions:
- (a) Goods and/or services provided by Vendor: (See Exhibit B attached hereto and made a part hereof).
 - (b) Location: Penn Street Extension Project, Westfield, Indiana 46074 (the “City Property”)
 - (c) Schedule:
 - a. Earliest Date to Begin: August 1st, 2026
 - b. Substantially Complete Date: October 1st, 2026
 - c. Contract Completion Date: November 30th, 2026
 - (d) Purchase Price: Six Hundred Forty-Six Thousand Thirty-Eight Dollars and 33/100, \$646,038.33 (see Proposal dated 12.18.2025 - Exhibit B).
 - (e) Liquidated Damages shall be assessed at \$1,000.00 per day for each day work is not complete within the specified timeframes beyond the specified dates and timeline above.
 - (f) The Contracting Party provides two payment options to vendors for payment of approved invoiced amounts. They are as follows:
 - a. Option #1: Traditional – Invoices shall be payable within forty-five (45) days following Contracting Party’s receipt and approval of an invoice at the address specified below.
 - b. Option #2: Preferred – Invoices are payable within 7 days following Contracting Party’s receipt and approval of an invoice at the address specified below if vendor accepts MasterCard.
 - (g) The Contract Documents include:
 - a. This Goods and Services agreement
 - b. “Contract and Specifications for Penn Street Extension Project” dated December 3, 2025 inclusive of all sections and appendixes.
 - c. Addendum #1 Dated December 8, 2025
 - d. Addendum #1 Dated December 12, 2025

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

(h) Addresses:

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

City of Westfield
Department of Public Works
Attn: Michael Pearce
2706 East 171st Street
Westfield, Indiana 46074

mpearce@westfield.in.gov w/ CC to
ap@westfield.in.gov or
City of Westfield
Attn: Accounts Payable
2728 East 171st Street
Westfield, Indiana 46074

If to Vendor:

E&B Paving, LLC
10500 Kincaid Drive
Fishers, IN 46037

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

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

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

CONTRACT TERMS AND CONDITIONS

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

2. **PERFORMANCE:** Vendor hereby agrees to provide all goods and services necessary to perform the requirements of this Vendor Contract and to execute its responsibilities hereunder by following and applying at all times the highest professional and technical guidelines and standards. Contracting Party reserves the right at any time to direct changes, or cause Vendor to make changes in the goods and services or to otherwise change the scope of the work covered by this

Contract with a signed Change Order executed by both parties, and Vendor agrees to make such changes promptly. Any difference in price or time for performance resulting from such changes shall be equitably adjusted by Contracting Party after receipt of documentation in such form and detail as Contracting Party may reasonably require.

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

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

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

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

7. **LIENS**: Vendor shall not cause or permit the filing of any lien related to its services. In the event any such lien is filed and Vendor fails to remove such lien of record within thirty (30)

days after the filing thereof, by payment or bonding, Contracting Party shall have the right to pay such lien or obtain such bond, all at Vendor's sole cost and expense. Vendor shall indemnify and hold harmless Contracting Party from and against any and all liability, loss, judgments, costs and expenses, including reasonable attorneys' fees, incurred by Contracting Party in connection with any such lien.

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

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

10. **REQUIRED INSURANCE AND INDEMNIFICATION:**

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

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

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).	
Commercial Automobile Liability , including Owned, Non-Owned and Hired Car coverages.	\$1,000,000 Combined Single Limit for Bodily Injury and Property Damage.

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

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

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

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

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

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

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

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

16. **NO IMPLIED WAIVER**: The failure of either party at any time to require performance by the other party of any provision of this Vendor Contract shall in no way affect the

right to require such performance by any time thereafter, nor shall the waiver of either party of a breach of any provision of this Contract constitute a waiver of any succeeding breach of the same or any other provision.

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

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

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

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

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

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

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

Agreement on behalf of the Contracting Party stipulates that they have executed this Agreement with the proper authority duly granted to bind that respective Contracting Party.

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

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

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

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

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

EXECUTED this _____ day of _____, 2026.

Contracting Party:

City of Westfield
2728 East 171st Street
Westfield, Indiana 46074

Vendor:

E&B Paving, LLC
10500 Kincaid Drive
Fishers, IN 46037

Signature

Signature

Printed Name

Printed Name

Title

Title

Date

Date

EXHIBIT A

Project Rules

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

SITE ACCESS

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

LIMITED CITY OCUPANCY (If Applicable)

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

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

MATERIAL MANAGEMENT PLAN

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

CLEAN UP

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

WORK HOURS

- ❑ It is the expectation of City that ALL Contractors and subcontractors limit work to normal business working hours, Monday through Friday, unless otherwise required or approved in advance by City.
- ❑ The Work of this Project shall be accomplished during normal working hours and days. Contractors planning to work on weekends or observed holidays must schedule with the authorized Owner agent, no later than 48 hours prior to the anticipated work day.
- ❑ Normal working hours and days are defined as:
 - Mondays through Fridays, 7:00 a.m. to 6:00 p.m. (typical)
 - Weekends (Saturday and Sunday), as scheduled and approved in advance by the City.
 - No work shall be performed on days of normal observance of the following holidays:
 - New Year's Day
 - Memorial Day
 - Independence Day
 - Labor Day
 - Thanksgiving Day and the Friday following
 - Christmas Day
- ❑ Requests for work on non-normal work days or outside the defined normal working hours of this project, does not constitute an approval of said request and may need to be rescheduled to provide adequate security and supervision as required by Contract.

- ❑ No use of power actuated tools or hammer drills is permitted at an occupied City building or adjacent to private residence and/or business between the hours of 7:00 AM and 5:00 PM, or as directed by City officials

PUBLIC ACCESS AND SAFETY

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

SITE DECORUM

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

- ❑ Fighting and horseplay on the project site are absolutely forbidden. Participants in fights will be escorted from the premises and not permitted to return.

PARKING

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

UTILITY COORDINATION

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

USE OF ROADWAYS AND PATHS

- ❑ Comply with limitations on use of public streets and with other requirements of authorities having jurisdiction.
- ❑ Use of the City Park paths or perimeter trails, including those at Grand Park, is discouraged but we understand that in many cases cannot be avoided. Please coordinate in advance any vehicle or equipment size and weight with the City prior to mobilizing on site.
- ❑ Where materials are transported in the performance of this Work, do not load vehicles beyond the capacity recommended by the manufacturer of the vehicles or prescribed by any applicable state or local law or regulation.
- ❑ Provide protection against damage whenever it is necessary to cross existing paths, sidewalks, curbs, and gutters on the City project. Repair and make good at the expense of Contractor all damages thereto, including damage to existing utilities and paving, arising from the operations under the Contract.

- ❑ Access onto any athletic field at Sports Campus at Grand Park or onto any City owned property with irrigation installed is strongly discouraged. Contractor shall protect all playing surfaces and site utilities that could be compromised by the construction activities of the Contractor.
- ❑ Truck staging is not allowed on any City street surrounding the Project.
- ❑ Promptly clean all public right-of-ways should dirt or other debris from site be deposited on roads and streets by the Contractor or vehicles used to deliver or conduct the scope of this agreement.
- ❑ It is the responsibility of ALL Contractors to provide flag person(s) at pedestrian crossings of construction equipment at right of ways or pedestrian paths one hundred percent of the time such equipment is operating.

TRAFFIC CONTROL

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

CRANES & HOISTING

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

TEMPORARY SHORING AND BRACING

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

TEMPORARY BARRICADES

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

CONSTRUCTION SIGNAGE

- ❑ Advertising Signage: The use of Contractor/subcontractor advertising signage is strictly prohibited.
- ❑ No ground-mounted signage is allowed on the project site without the expressed written consent of the City.
- ❑ Signage is authorized on construction trailers and corporate-owned equipment and vehicles. Such signage cannot exceed 6' by 4' (24 square feet) in size. Trailers in violation shall be removed from the site by the Contractor and the Contractor shall have the site storage privileges revoked
- ❑ Signage to be fabricated from new materials and constructed from materials able to withstand construction use/abuse and exposure based upon its proposed installation location for its intended use.

❑ Project Specific Signage:

- ALL signage shall be as approved by the City and the authority having jurisdiction.
- All employee personnel informational signage shall be bilingual (English and Spanish) as requested by the City.
- All project specific signage shall include the City logo and project name incorporated into the design of each sign for the project.

TEMPORARY FACILITIES

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

RUBBER TIRED EQUIPMENT

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

REMOVAL OF TEMPORARY FACILITIES

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

VIOLATIONS

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

GENERAL SAFETY PRECAUTIONS

- ❑ Safe working practices shall be observed at **all times**. The safety of your employees, the buildings and the work site is considered to be paramount. All work shall be conducted and completed by the guidelines set forth by the Federal, Local and State Authorities.
- ❑ The City of Westfield is a "Safe City". Any worker or person on a jobsite shall have 100% protection as defined by OSHA for the hazards that they may be exposed. This includes but is not limited to 100% eye protection, hard hat and hi-visibility vest at all times when on-site.
- ❑ Proper gloves are to be used to limit abrasions and cuts. Hearing protection shall be accessible to employees and used whenever exposed to noises that require such protective devices.
- ❑ Fall protection shall be worn, observed or employed when working at a height greater than 6' unless approved in writing by the City and OSHA/IOSHA. This fall protection directive is to be used at all times and includes activities utilizing articulating boom lifts, scissors lifts, ladders, scaffolding and any other activity where workers are exposed to a fall and shall compile 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 12/18/26

SECTION 3

PROPOSAL

CITY OF WESTFIELD, INDIANA

Penn Street Extension Project

To: Westfield Public Works
2706 E. 171st Street
Westfield, Indiana 46074

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

Project generally includes the construction of a roadway for approximately 400 feet connecting an existing roadway between East Street and Hillcrest Drive with curb and gutter, angled parking, storm sewers, multi-use path, sidewalk, curb ramps, pavement markings, and signing.

The project will be awarded to the lowest and most responsible bidder based on the combined total base bid plus any accepted alternates as selected by the Owner. The program will be located throughout the Westfield corporate limits.

The undersigned proposes to furnish all work for the construction of the Penn Street Extension Project, including all labor, materials, supplies, equipment and all appurtenances necessary to complete the work as per the drawings and the specifications for the following unit prices, to wit:

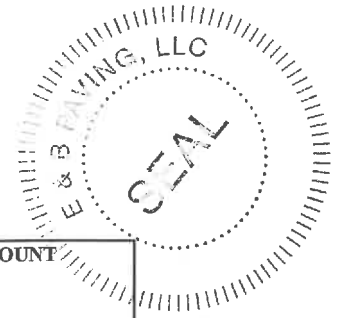
Schedule – The undersigned agrees to the scheduling items below. If the schedule is not met by the specified dates below, the corresponding liquidated damages will be assessed per day. Please note that full road closures along East Street and Hillcrest Drive will not be permitted for the Project. Refer to the Contract Documents and Drawings for additional information.

Earliest date to begin work: **August 1, 2026**, \$1,000/day
Substantially Complete: October 1, 2026, \$1,000/day
Contract Completion date: November 30, 2026, \$1,000/day

Bidder acknowledges the schedule of this contract (initial): SJB

The remainder of this page is intentionally left blank

ITEMIZED PROPOSAL



ITEM	ITEM NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	AMOUNT
1	105-06845	CONSTRUCTION ENGINEERING	LS	1.00	\$14,958.56	\$ 14,958.56
2	110-01001	MOBILIZATION AND DEMOBILIZATION	LS	1.00	\$24,473.00	\$ 24,473.00
3	201-52370	CLEARING RIGHT-OF-WAY	LS	1.00	\$15,715.00	\$ 15,715.00
4	203-02000	EXCAVATION, COMMON	CYS	2705.00	\$ 24.35	\$ 65,866.75
5	205-06933	TEMPORARY INLET PROTECTION	EACH	15.00	\$ 151.30	\$ 2,269.50
6	205-06937	TEMPORARY SILT FENCE	LFT	385.00	\$ 6.74	\$ 2,594.90
7	205-12616	STORMWATER MANAGEMENT IMPLEMENTATION	LS	1.00	\$ 2,929.99	\$ 2,929.99
8	207-08264	SUBGRADE TREATMENT, TYPE II	SYS	196.00	\$ 34.89	\$ 6,838.44
9	207-12635	SUBGRADE TREATMENT, TYPE IBC	SYS	2980.00	\$ 12.00	\$ 35,760.00
10	211-09264	STRUCTURE BACKFILL, TYPE 1	CYS	383.00	\$ 80.00	\$ 30,640.00
11	301-12234	COMPACTED AGGREGATE, NO. 53	CYS	461.00	\$ 85.00	\$ 39,185.00
12	401-000005	HMA Surface, Type B	TON	172.00	\$ 119.60	\$ 20,571.20
13	401-000041	HMA Intermediate, Type B	TON	286.00	\$ 92.95	\$ 26,583.70
14	401-000055	HMA Base, Type B	TON	286.00	\$ 99.50	\$ 28,457.00
15	401-10258	JOINT ADHESIVE, SURFACE	LFT	1733.00	\$ 0.20	\$ 346.60
16	401-10259	JOINT ADHESIVE, INTERMEDIATE	LFT	1733.00	\$ 0.20	\$ 346.60
17	406-05520	ASPHALT FOR TACK COAT	TON	3.00	\$ 0.01	\$ 0.03
18	604-06070	SIDEWALK, CONCRETE	SYS	619.00	\$ 66.70	\$ 41,287.30
19	604-08086	CURB RAMP, CONCRETE	SYS	148.00	\$ 190.00	\$ 28,120.00
20	604-12083	DETECTABLE WARNING SURFACES	SYS	17.00	\$ 188.00	\$ 3,196.00
21	605-06120	CURB, CONCRETE, MODIFIED	LFT	76.00	\$ 61.40	\$ 4,666.40
22	605-06120	CURB, CONCRETE	LFT	29.00	\$ 62.15	\$ 1,802.35
23	605-06140	CURB AND GUTTER, CONCRETE	LFT	1037.00	\$ 29.25	\$ 30,332.25
24	605-97937	CURB AND GUTTER, ROLLED CURB, MODIFIED, DEPRESSED	LFT	115.00	\$ 25.00	\$ 2,875.00
25	610-07487	HMA FOR APPROACHES, TYPE B	TON	39.00	\$ 200.00	\$ 7,800.00
26	616-03096	RIVER ROCK, 6" DEPTH	TON	6.00	\$ 350.00	\$ 2,100.00

27	621-01004	MOBILIZATION AND DEMOBILIZATION FOR SEEDING	EACH	1.00	\$ 250.00	\$ 250.00
28	621-06545	FERTILIZER	TON	1.00	\$ 800.00	\$ 800.00
29	621-06560	MULCHED SEEDING, TYPE U	SYS	940.00	\$ 3.00	\$ 2,820.00
30	621-06570	TOPSOIL	CYS	114.00	\$ 108.00	\$ 12,312.00
31	715-05048	PIPE, TYPE 4, CIRCULAR, DIAMETER 6 IN.	LFT	585.00	\$ 13.70	\$ 8,014.50
32	715-05149	PIPE, RCP OR HP, CIRCULAR, DIAMETER 12 IN.	LFT	317.00	\$ 84.00	\$ 26,628.00
33	715-05151	PIPE, RCP OR HP, CIRCULAR, DIAMETER 15 IN.	LFT	147.00	\$ 94.85	\$ 13,942.95
34	715-05152	PIPE, RCP OR HP, CIRCULAR, DIAMETER 18 IN.	LFT	10.00	\$ 123.90	\$ 1,239.00
35	715-05154	PIPE, RCP OR HP, CIRCULAR, DIAMETER 24 IN.	LFT	205.00	\$ 130.40	\$ 26,732.00
36	718-12305	GEOTEXTILE FOR UNDERDRAINS, TYPE 1A	SYS	401.00	\$ 3.40	\$ 1,363.40
37	718-52610	AGGREGATE FOR UNDERDRAINS	CYS	59.00	\$ 91.30	\$ 5,386.70
38	720-12798	CASTING, MANHOLE, ADJUST TO GRADE	EACH	1.00	\$ 1,163.70	\$ 1,163.70
39	720-45045	INLET, TYPE J10	EACH	12.00	\$ 3,500.00	\$ 42,000.00
40	720-45410	MANHOLE, TYPE C4	EACH	2.00	\$ 4,650.00	\$ 9,300.00
41	720-90349	MANHOLE, TYPE C8	EACH	2.00	\$ 4,550.00	\$ 9,100.00
42	720-94157	MANHOLE, TYPE C, NEENAH CASTING R-4342 - DITCH INLET	EACH	1.00	\$ 4,200.00	\$ 4,200.00
43	720-95422	MANHOLE, TYPE J4	EACH	2.00	\$ 6,614.25	\$ 13,228.50
44	801-04308	ROAD CLOSURE SIGN ASSEMBLY	EACH	2.00	\$ 211.00	\$ 422.00
45	801-06640	CONSTRUCTION SIGN, TYPE A	EACH	8.00	\$ 183.00	\$ 1,464.00
46	801-06645	CONSTRUCTION SIGN, TYPE B	EACH	5.00	\$ 72.00	\$ 360.00
47	801-06775	MAINTAINING TRAFFIC	LS	1.00	\$10,254.81	\$ 10,254.81
48	801-07118	BARRICADE, TYPE III-A	LFT	160.00	\$ 11.00	\$ 1,760.00



49	802-05701	SIGN POST, SQUARE, TYPE 1, REINFORCED ANCHOR BASE	LFT	80.00	\$ 32.50	\$ 2,600.00
50	802-09838	SIGN, SHEET, WITH LEGEND, 0.080 IN. THICKNESS	SFT	42.00	\$ 40.00	\$ 1,680.00
51	802-97812	STREET NAME IDENTIFICATION SIGN	EACH	4.00	\$ 425.00	\$ 1,700.00
52	808-03439	TRANSVERSE MARKING, THERMOPLASTIC, CROSSWALK LINE, WHITE, 24 IN.	LFT	210.00	\$ 8.64	\$ 1,814.40
53	808-06703	LINE, THERMOPLASTIC, SOLID, WHITE, 4 IN.	LFT	900.00	\$ 3.26	\$ 2,934.00
54	808-12032	GROOVING FOR PAVEMENT MARKINGS	LFT	800.00	\$ 2.00	\$ 1,600.00
55	808-75245	LINE, THERMOPLASTIC, SOLID, YELLOW, 4 IN.	LFT	800.00	\$ 1.08	\$ 864.00
56	808-75297	TRANSVERSE MARKING, THERMOPLASTIC, STOP LINE, WHITE, 24 IN.	LFT	45.00	\$ 8.64	\$ 388.80
Total						\$ 646,038.33

Base Bid Amount in words for Penn Street Extension Project:

Six Hundred Forty Six Thousand, Thirty Eight Dollars and 33/100

This price is the sum of the quoted unit prices multiplied by the quantity for each item as shown on the above Itemized Proposal. The undersigned encloses herewith a certified check or cashier's check payable to the City of Westfield, Indiana or a bidder's bond binding the undersigned and surety to the City of Westfield, Indiana, in the amount of

Thirty Two Thousand, Three Hundred Two Dollars (\$ 32,302.00)

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



Receipt of Addenda No. 1, 2 is hereby acknowledged.

Respectfully submitted,

E & B Paving, LLC

Contractor

(Individual) (Partnership)
or (Corporation XX)

By


Steve Broermann

Title Area Manager

Dated:

Address 10500 Kincaid Drive

December 18

, 20 25

Fishers, IN 46037

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

LIST OF SUPPLIERS / SUBCONTRACTORS

Penn Street Extension Project

CITY OF WESTFIELD, INDIANA

<u>Subtrade</u>	<u>Proposed Subcontractor</u>	<u>Address</u>
<u>Construction Engineering</u>	<u>ABIR Consulting</u>	<u>5031 W. Windmill Way</u> <u>New Palestine, IN 46163</u>
<u>Trucking</u>	<u>CMG Trucking, Inc.</u>	<u>P.O. Box 42145</u> <u>Indianapolis, IN 46241</u>
<u>Silt Fence & Geogrid</u>	<u>Construction Fabrics & Grids</u>	<u>5630 S. Harding Street</u> <u>Indianapolis, IN 46217</u>
<u>Inlets & Manholes</u>	<u>County Materials Corp.</u>	<u>119 North Main Street</u> <u>Maxwell, IN 46154</u>
<u>Asphalt</u>	<u>E & B Paving, LLC</u>	<u>17092 Middletown Avenue</u> <u>Noblesville, IN 46060</u>
<u>Concrete</u>	<u>IMI</u>	<u>10500 Kincaid Drive</u> <u>Fishers, IN 46037</u>
<u>Stone</u>	<u>IMI</u>	<u>10500 Kincaid Drive</u> <u>Fishers, IN 46060</u>
<u>Joint Adhesive</u>	<u>IMI Supply</u>	<u>6300 Ardmore Avenue</u> <u>Ft. Wayne, IN 46809</u>
<u>Signs & Striping</u>	<u>Indiana Sign & Barricade</u>	<u>5240 East 25th St</u> <u>Indianapolis, IN 46218</u>
<u>Seeding</u>	<u>Roudebush Grading, Inc.</u>	<u>17155 Harger Court</u> <u>Noblesville, IN 46060</u>

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

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

Subgrade Treatment	Specialties Company	10500 Kincaid Drive Fishers, IN 46037
Pipe & Castings	Utility Pipe Sales	2801 North Catherwood Dr., Indianapolis, IN 46219

Attachment 1

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



MEMORANDUM

JSB
John Brown

Subject: Penn Street Extension Project – Addendum No. 1
To: All Prospective Bidders, Bid Book and Plan Holders
From: City of Westfield – Westfield Public Works Department
Date: December 8, 2025
CC: File

Addendum No. 1

1. The Contract Documents shall be revised to include a delayed start of construction date of August 1, 2026. The Contract Documents shall retain the current substantial completion date of October 1, 2026. Revisions to the Contract Documents are shown in **red text**. Refer to Bid Book Section 3 (Proposal) and Section 10 (Special Provisions) for additional information.

Additional addenda will be issued for the Project as required. **The final day for Bidders to submit questions is 11:00 AM local time, Thursday, December 11, 2025.**

City of Westfield
Westfield Public Works Department
2706 East 171st Street
Westfield, IN 46074



MEMORANDUM

SJB
Steve Brown

Subject: Penn Street Extension Project – Addendum No. 2
To: All Prospective Bidders, Bid Book and Plan Holders
From: City of Westfield – Westfield Public Works Department
Date: December 12, 2025
CC: File

Addendum No. 2

1. All questions from prospective bidders received in writing or email are answered in this Addendum. Answers to questions shall become integral to the Bid Documents.
2. Section 3 (Proposal), pages 2-4 shall be removed and replaced by the pages appended to this Addendum. Any resulting revisions to the Bid Documents due to this Addendum are shown in **red text**.
3. Section 3 (Proposal), page 1 shall be removed and replaced by the pages appended to this Addendum. Any resulting revisions to the Bid Documents due to this Addendum are shown in **red text**.

Prospective bidders shall acknowledge receipt of all Addenda in the section provided in the Proposal form. Failure to do so may result in disqualification of a bid.

City of Westfield
Westfield Public Works Department
2706 East 171st Street
Westfield, IN 46074

Bidding Phase – Questions and Answers

Project: Penn Street Extension Project

Question No.: 1

Date Received: December 8, 2025

Question: The typical section plans show full depth HMA pavement being type B mix, but the bid item list shows the mix being 3-58H. Which is the correct mix to be used?

Answer: QC/QA-HMA is not required for the project. Full depth HMA Pavement, Type B will be constructed, per Typical Sections. Pay Item Descriptions have been updated in the Proposal form for affected pay items.

Question No.: 2

Date Received: December 8, 2025

Question: 1. The pay items for asphalt call for QC/QA mix, but in the plans, it calls out Type B mix. Which mix is required?

Answer: QC/QA-HMA is not required for the project. Full depth HMA Pavement, Type B will be constructed, per Typical Sections. Pay Item Descriptions have been updated in the Proposal form for affected pay items.

Question No.: 3

Date Received: December 10, 2025

Question: Can you specify what type of pipe is to be used on the job? Is it entirely RCP or PVC, or is it a mixture of both?

Answer: All storm sewer pipe placed for the project shall be either Reinforced Concrete Pipe (RCP) or High-Performance (HP) Polypropylene pipe, for the purposes of preparing bids. Pay Item Descriptions have been updated in the Proposal form for affected pay items.



Question No.: 4

Date Received: December 11, 2025

Question: Plans show that the parking stalls should be grooved but parking stalls typically aren't grooved, and this would drastically impact pricing. Should the parking stalls be priced with or without grooving?

Answer: White, 4 inch Thermoplastic pavement markings for angled on-street parking shall not receive pavement grooving. Only the longitudinal Yellow, 4 inch Thermoplastic pavement markings shall be grooved prior to placement of marking. The bid quantity for Pay item # 54 – Grooving for Pavement Markings has been revised accordingly in the Proposal form.

Attachment 2

AFFIDAVIT OF EMPLOYEE STATUS

Re: Project – Penn Street Extension Project

WHEREAS, the City of Westfield, Hamilton County, Indiana, hereinafter referred to as the “City” is in the process of construction work on the Penn Street Extension Project, hereinafter referred to as the “Project”;

WHEREAS, E&B Paving, LLC, hereinafter referred to as the “Vendor”, is the general contractor of the above reference project; and

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

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

Signature:

Signature:

Printed Name:

Printed Name:

STATE OF INDIANA:

SS:

COUNTY OF

:

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

Witness my hand and Notarial Seal this _____ day of _____, 20__

Signature

Printed Name

My Commission expires _____

I am a resident of _____ County.

CITY OF WESTFIELD BY:

, Director of Public Works

STATE OF INDIANA:

SS:

COUNTY OF HAMILTON:

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

Witness my hand and Notarial Seal this _____ day of _____, 20__

Signature

Printed Name

My Commission expires _____

I am a resident of _____ County.

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

Attachment 3

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



Invoice Date:	
Invoice or App Number:	

Westfield Department of Public Works
 2706 East 171st Street
 Westfield, IN 46074
AP@westfield.in.gov

Westfield Project Name:	Penn Street Extension Project
Westfield Project Number:	2510043
Westfield Project Manager:	Michael Pearce
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)	
8. Total Amount Payable This Invoice (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 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!



Board of Works

Nick Barbknecht
Chuck Lehman
Scott Willis

Clerk Treasurer

Marla Ailor

To: Westfield Board of Public Works & Safety

Date: January 28, 2026

Re: Action Item-Signing Authority

Monon Tunnel at 161st St

The City of Westfield Public Works Department is requesting that the Board of Public Works and Safety consider granting John Nail, Executive Chief of Operations, signing authority for the 161st St Monon Tunnel Project. Bids for the project were due and submitted by prospective bidders on January 23rd, 2026. All submitted documents are being reviewed for proper compliance. Per state statute 105 IAC 11-3-14, award of a contract will be made to the lowest and best responsible and qualified bidder whose proposal bid complies with all the requirements prescribed in the proposal form, provided the sum is not greater than five percent (5%) above the engineer's estimate.

Nick Barbknecht

Chuck Lehman

Scott Willis

Public Works Department

(317) 804-3100 office
(317) 804-3190 fax

2706 East 171st Street
Westfield, IN 46074
westfield.in.gov

Prepared by: Duke Energy Indiana, LLC
Return to: Duke Energy Indiana, LLC
Attn: Megan Miller
1000 E Main St
Mail Code: WP989
Plainfield, Indiana 46168

Parcel # 29-05-22-000-006.001-014

EASEMENT

State of Indiana
County of Hamilton

THIS EASEMENT (“**Easement**”) is made this ____ day of _____, 20____, from **CITY OF WESTFIELD, INDIANA** (“**Grantor**”, whether one or more), to **DUKE ENERGY INDIANA, LLC**, an Indiana limited liability company (“**Grantee**”).

Grantor, for and in consideration of the sum of One and 00/100 Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby grant unto Grantee a perpetual and non-exclusive easement, to construct, reconstruct, operate, patrol, maintain, repair, replace, relocate, add to, modify, and remove electric and communication lines including, but not limited to, all necessary supporting structures, and all other appurtenant apparatus and equipment for the transmission and distribution of electrical energy, and for technological purposes related to the operation of the electric facilities and for the communication purposes of Incumbent Local Exchange Carriers (collectively, “**Facilities**”).

Grantor is the owner of that certain property described in Section 22, Township 19 North, Range 3 East, Washington Township, Hamilton County, State of Indiana; being a part of Lot 1, Westfield Fire Station No. 85 as recorded in **Instrument Number 2025046718**, and also **Instrument Number 2025048168**, in the Office of the Recorder of Hamilton County, Indiana (“**Property**”).

The Facilities shall be underground, except as needed on or above the ground to support the underground Facilities, and located in, upon, along, under, through, and across a portion of the Property within an easement area described as follows:

A strip of land fifteen feet (15') in uniform width, lying equidistant on both sides of a centerline, which centerline shall be established by the center of the Facilities as installed, along with an area ten feet (10') wide on all sides of the foundation of any Grantee enclosure/transformer, vault and/or manhole, and as generally shown on Exhibit "A", attached hereto and becoming a part hereof (hereinafter referred to as the "Easement Area").

The rights granted herein include, but are not limited to, the following:

1. Grantee shall have the right of ingress and egress over the Easement Area, Property, and any adjoining lands now owned or hereinafter acquired by Grantor (using lanes, driveways, and adjoining public roads where practical as determined by Grantee).
2. Grantee shall have the right to trim, cut down, and remove from the Easement Area, at any time or times and using safe and generally accepted arboricultural practices, trees, limbs, undergrowth, other vegetation, and obstructions.
3. [Intentionally omitted.]
4. [Intentionally omitted.]
5. Grantee shall have the right to relocate the Facilities and Easement Area on the Property to conform to any future highway or street relocation, widening, or alterations.
6. Grantor shall not place, or permit the placement of, any structures, improvements, facilities, or obstructions, within or adjacent to the Easement Area, which may interfere with the exercise of the rights granted herein to Grantee. Grantee shall have the right to remove any such structure, improvement, facility, or obstruction at the expense of Grantor.
7. Excluding the removal of vegetation, structures, improvements, facilities, and obstructions as provided herein, Grantee shall promptly repair or cause to be repaired any physical damage to the surface area of the Easement Area and Property resulting from the exercise of the rights granted herein to Grantee. Such repair shall be to a condition which is reasonably close to the condition prior to the damage, and shall only be to the extent such damage was caused by Grantee or its contractors or employees.
8. Notwithstanding anything to the contrary above, the general location of the Facilities is shown on the sketch attached hereto as Exhibit A and incorporated herein by reference. The final and definitive location of the Easement Area shall become established by and upon the final installation and erection of the Facilities by Grantee in substantial compliance with Exhibit A.
9. All other rights and privileges reasonably necessary, in Grantee's sole discretion, for the safe, reliable, and efficient installation, operation, and maintenance of the Facilities.

The terms Grantor and Grantee shall include the respective heirs, successors, and assigns of Grantor and Grantee. The failure of Grantee to exercise or continue to exercise or enforce any of the rights herein granted shall not be construed as a waiver or abandonment of the right thereafter at any time, or from time to time, to exercise any and all such rights.

TO HAVE AND TO HOLD said rights, privilege, and easement unto Grantee, its successors, licensees, and assigns, forever. Grantor warrants and covenants that Grantor has the full right and authority to convey to Grantee this perpetual Easement, and that Grantee shall have quiet and peaceful possession, use and enjoyment of the same.

IN WITNESS WHEREOF, Grantor has signed this Easement under seal effective this ____ day of _____, 20____.

CITY OF WESTFIELD, INDIANA

Signed Name

Printed Name

Title

_____ OF _____)
COUNTY OF _____) ss:

This certificate relates to an acknowledgment in connection with which, no oath or affirmation was administered to the document signer.

The foregoing instrument was acknowledged before me, a notary public in the county and state written above this _____ day of _____, 20____ by _____, as _____ of CITY OF WESTFIELD, INDIANA, organized under the laws of Indiana.

WITNESS my hand and official seal dated _____, 20____.

SEAL:



Signed: _____

Printed or Typed Name: _____

Commission expires: _____

My County of Residence: _____

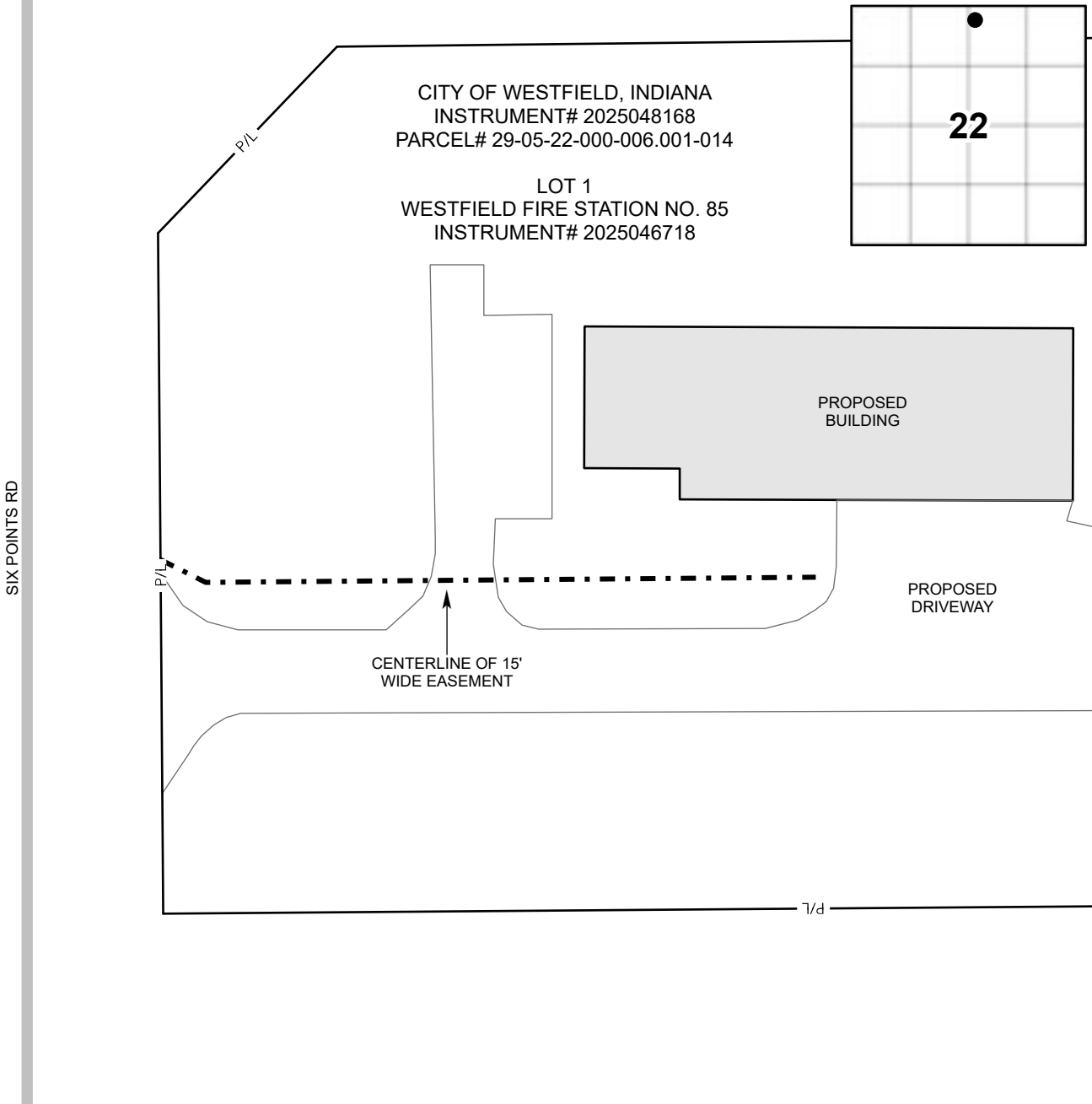
My Commission Number: _____

This instrument prepared by Victoria Parker, Attorney-at-Law, 1000 E. Main St, Plainfield, IN 46168.

I affirm, under the penalties of perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law. Jamie Keil

EXHIBIT A

THIS MAP MAY NOT BE A CERTIFIED SURVEY AND HAS NOT BEEN REVIEWED BY A LOCAL GOVERNMENT AGENCY FOR COMPLIANCE WITH ANY APPLICABLE LAND DEVELOPMENT REGULATIONS AND HAS NOT BEEN REVIEWED FOR COMPLIANCE WITH RECORDING REQUIREMENTS FOR PLATS



LOCATIONS SHOWN ARE APPROXIMATE. THE ACTUAL CENTERLINE LOCATION OF THE UTILITY LINE IS THE CENTERLINE OF THE EASEMENT

HAMILTON COUNTY, INDIANA

SITE NAME: WASHINGTON TOWNSHIP, SECTION 22, TOWNSHIP 19N, RANGE 3E

	DR. ORC	EXHIBIT MAP OF: EASEMENT	
	CK. ORC	EXHIBIT MAP FOR: CITY OF WESTFIELD, INDIANA	
	DATE: 1/8/2026	LOCATION: 20565 SIX POINTS RD, SHERIDAN, IN	WO# 60551424-20

RESOLUTION NO. 26-103

A RESOLUTION OF THE CITY OF WESTFIELD BOARD OF PUBLIC WORKS AND SAFETY APPROVING A GROUND LEASE WITH THE DOWNTOWN WESTFIELD COMMUNITY DEVELOPMENT CORPORATION

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

WHEREAS, the Board of Public Works and Safety ("Board") of the City holds real property of the City pursuant to Ind. Code § 36-9-6-3;

WHEREAS, the City owns certain real estate located at 204 Jersey Street and 330 Jersey Street ("Property");

WHEREAS, pursuant to Ind. Code § 36-1-11-1, the City may lease property to an Indiana nonprofit corporation organized for educational, literary, scientific, religious, or charitable purposes that is exempt from federal income taxation under Section 501 of the Internal Revenue Code, and the additional regulations established in Ind. Code § 36-1-11 *et seq.* are inapplicable;

WHEREAS, the Downtown Westfield Community Development Corporation ("DWCDC") is an Indiana nonprofit corporation organized for educational, literary, scientific, religious, or charitable purposes that is exempt from federal income taxation under Section 501 of the Internal Revenue Code; and

WHEREAS, the City has determined that it is now in the best interests of the City and its residents to lease the Property to the DWCDC pursuant to the terms and conditions of the Ground Lease, a substantially final version of which is attached hereto as Exhibit A and incorporated herein by reference.

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

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

Section 2. The Board hereby finds and determines that leasing the Property to the DWCDC is in the best interests of the City and its citizens. The Board hereby approves the proposed Ground Lease between the City and the DWCDC in substantially the form

attached hereto as Exhibit A, with such changes thereto as the Mayor may approve, such approval to be conclusively evidenced by the Mayor's execution thereof.

Section 3. The City will execute and deliver such other agreements, instruments, certificates, and other documents, and perform and observe such other actions, covenants, and obligations, as necessary or desirable in connection with the Ground Lease.

Section 4. Each agreement, instrument, certificate, and other document contemplated by this Resolution to be executed and delivered by the City shall be in a form approved by, and satisfactory to, the Board President and the Mayor, which approval and satisfaction shall be conclusively evidenced by the execution and delivery thereof by the Board President and/or Mayor.

Section 5. The Board President and/or Mayor are authorized to execute and deliver all of the agreements, instruments, certificates, and other documents contemplated by this Resolution to be executed and delivered by the City. The Board members, Mayor, and Clerk-Treasurer are further authorized to take all other lawful actions necessary in connection with the lease of the Property and the other matters contemplated by this Resolution.

Section 6. This Resolution is effective upon passage.

ADOPTED and PASSED this ____ day of January, 2026.

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

President Nick Barbknecht

Mayor Scott A. Willis

Chuck Lehman

Attest:_____

EXHIBIT A

GROUND LEASE

This Ground Lease (this “**Lease**”) is entered into as of January _____, 2026 (the “**Effective Date**”), by and between **the City of Westfield, Indiana (“Landlord”)**, and **Downtown Westfield Community Development Corporation**, an Indiana nonprofit corporation (“**Tenant**”).

ARTICLE I Basic Terms

1.1 **Premises.** Landlord is the fee simple owner of the Premises commonly known as 204 and 330 Jersey Street in Westfield, Hamilton County, Indiana, as more particularly depicted and/or described on the attached **Exhibit A**.

1.2 **Definitions.** Initially-capitalized words and phrases in this Lease shall have the meanings set forth in the Lease and in the attached **Exhibit B**.

1.3 **Lease.** Landlord hereby leases the Premises to Tenant, and Tenant hereby leases the Premises from Landlord, for the Term, at the Rent, and on all other terms and conditions contained in this Lease.

1.4 **Title to Improvements.** Tenant may construct upon the Premises improvements as described in this Lease and for and during the Term, Tenant shall own all right, title, and interest in and to the Improvements. The parties acknowledge and agree that, subject to the terms and conditions of this Lease, upon the expiration or earlier termination of this Lease, all right, title, and interest in and to the Improvements, together with all assignable warranties with respect thereto, shall revert to Landlord automatically, and without any further act by Landlord or Tenant.

1.5 **Condition of Property.** Tenant agrees that it is leasing the Premises upon its own examination and judgment and not by reason of any representation or warranty made to Tenant by or on behalf of Landlord or any representative or agent of Landlord as to the Premises or its physical condition, including, without limitation, the environmental status, the water, soil, and geology or location in a flood plain, size, present or future value, or suitability of the Premises for Tenant’s intended use, or the future or anticipated income or production from the Premises. Tenant, upon the Commencement Date, accepts the Premises in an “**AS IS**” and “**WHERE IS**” condition, including, without limitation, all structures and equipment located on the Premises, if any, environmental, soil and storm drainage conditions, and the location and condition of the sewer, water, and other utility lines on the Premises. Tenant expressly acknowledges that any information furnished by Landlord or any representative or agent of Landlord to Tenant respecting the Premises, whether oral or written, is furnished to Tenant solely as a courtesy and that Landlord has neither verified the accuracy of any statements or other information therein contained nor the qualifications of the Persons preparing such information and that neither Landlord nor any representative or agent of Landlord shall be responsible or liable therefor. Tenant expressly acknowledges that, in consideration of the agreements of Landlord herein, Landlord makes no warranty or representation, express or implied, or arising by operation of law, including, without limitation, any warranty of condition, habitability, merchantability or fitness for a particular use or purpose, with respect to the Premises, except as may be otherwise expressly stated in this Lease.

1.6. **Commencement Date.** The “**Commencement Date**” shall be _____, 202__.

ARTICLE II Term

2.1 **Term.** The term of this Lease (the “**Term**”) shall commence on the Commencement Date and shall end at 11:59 p.m. Eastern Standard Time on June 30, 2055 (the “**Termination Date**”), unless sooner terminated pursuant to any provision of this Lease.

ARTICLE III Rent

3.1 **Rent Generally.** Tenant shall pay as and when due in lawful money of the United States of America the Base Rent and Additional Rent, without deduction or offset of any kind, in accordance with the terms and conditions of this Lease.

3.2 **Base Rent.** Commencing on the Commencement Date and continuing thereafter throughout the Term, Tenant shall pay the applicable Base Rent to Landlord in advance on or before the first day of each Lease Year. The Base Rent shall be as follows:

<u>Lease Years</u>	<u>Base Rent</u>
Years 1 through 30	\$1.00

3.3. **Additional Rent; Rent.** Throughout the Term, Tenant shall pay and discharge when due and payable: (a) all other amounts, liabilities, obligations, and Impositions relating to the Premises, including, without limitation, those amounts, liabilities, obligations, and Impositions that Tenant assumes or agrees to pay elsewhere under this Lease and the Related Documents; and (b) every fine, penalty, interest, and cost that may be added for non-payment or late payment of such items or the other additional rent hereunder (collectively, the "**Additional Rent**"); in each case, except to the extent the same are expressly the obligation or responsibility of Landlord hereunder. Tenant shall pay Additional Rent prior to delinquency as set forth in this Lease or the Related Documents, as applicable. If Tenant defaults in the payment of any Additional Rent, then Landlord shall have all rights, powers, and remedies with respect thereto as are provided herein or by Legal Requirements in the case of nonpayment of Base Rent. Base Rent and Additional Rent, collectively, are the "**Rent**." Where no other time is stated for the payment of any item of Rent hereunder, the same shall be due and payable within 30 days after Tenant's receipt of Landlord's demand therefor or the demand of any third Person entitled to receive the same directly. No payment by Tenant or receipt by Landlord of a lesser amount than the Rent due shall be deemed to be other than on account of the earliest sums due, nor shall any endorsement or statement on any check or accompanying any check or payment be deemed an accord and satisfaction, and Landlord may accept such check or payment without prejudice to Landlord's right to recover the balance of such sums and to pursue any other remedy provided in this Lease.

3.4 **Net Lease.** This Lease is a triple-net lease, and the Parties intend that Landlord shall receive the Base Rent free and clear of any Imposition of any nature whatsoever relating to the use, maintenance, occupancy, or operation of the Premises, all of which Tenant shall timely pay and/or discharge without any right of offset, deduction, or abatement whatsoever.

3.5 **Late Payments.** Any amount of unpaid Rent (including Monthly Base Rent) shall bear interest after five days from the due date thereof until the date paid at the rate of 4% per annum above the corporate base rate of interest as announced by Bank of America, N.A., or its successor, on the date that any payment is due (the "**Default Rate**").

ARTICLE IV Impositions

4.1 **Impositions.** Promptly following the Commencement Date, Landlord and Tenant shall cooperate to change the address for delivery of all bills to Tenant's notice address. Tenant shall: (a) pay directly to the appropriate taxing authority or otherwise discharge, prior to delinquency, all taxes, including, without limitation, all real and personal property taxes, general or special assessments, local or special improvement district impositions, fees, levies, and charges or surcharges, whether general or special, ordinary or extraordinary, foreseen or unforeseen (including "in-lieu" taxes), levied, charged, assessed, or imposed on or against the Premises during the Term, or which shall or may be or become a lien on this Lease or on any part of the Premises or the Personal Property situated thereon and all fees

and assessments for governmental service(s) to the Premises, including service payments in lieu of taxes, together with any and all interest or other penalties on any of the foregoing (collectively, the “**Impositions**”); and (b) submit evidence of the payment or discharge of such Impositions to Landlord upon request from time to time. As used herein, “**taxes**” shall mean any and all taxes: (a) upon or with respect to the possession, leasing, operation, management, maintenance, alteration, repair, use, or occupancy of the Premises or any portion thereof, including any sales, use, or service tax imposed as a result thereof; (b) upon or measured by Tenant’s gross receipts (including, without limitation, any business and occupation tax) or payroll or the value of Tenant’s equipment, furniture, fixtures, and other Personal Property of Tenant or leasehold improvements, alterations, or additions located in, on, or about the Land and/or the Improvements; or (c) in connection with this Lease or any document to which Tenant is a party creating or transferring an interest or an estate in the Premises.

4.2 **Proration of Impositions; Separate Agreement.** Tenant’s obligation to pay Impositions as provided in Section 4.1 shall be prorated on the basis of a 365-day year to account for any portion of a fiscal tax year included in the Term at the beginning or end of the Term. If Landlord is not subject to payment of Impositions as provided in Section 4.1 either at the beginning or end of the Term, then Tenant shall pay directly to the applicable taxing authority all such Impositions imposed in the fiscal tax year that includes the Commencement Date or the Termination Date, as applicable. For the avoidance of doubt, Tenant shall be responsible for payment of all non-delinquent Impositions first due and payable after the Commencement Date and continuing thereafter through the Termination Date, and Landlord thereafter shall be responsible for payment of all non-delinquent Impositions first due and payable after the Termination Date.

4.3 **Contest.**

(a) **Right to Contest.** Provided the same is permitted by the applicable Imposition by a taxing authority, Tenant shall have the right to contest the validity or amount of any Imposition required to be paid by Tenant pursuant to this Article. Tenant shall promptly notify Landlord of any such contest. Tenant may withhold or defer payment of any such obligation, to the extent permitted by Legal Requirements to avoid foreclosure of any liens or other encumbrances, or pay such obligation under protest, but shall defend (by counsel acceptable to Landlord), indemnify, protect, and hold harmless Landlord, the Premises, and the Premises from any lien that might result from such contest and shall reimburse Landlord for all attorneys’ fees and all costs and expenses incurred by Landlord in defending or otherwise protecting against such liens. If any refund or rebate is received as a result of any contest or otherwise, then Tenant shall be entitled to the benefit of such refund or rebate after deducting the reasonable and customary costs of such contest therefrom. The terms of this Subsection shall survive the termination of this Lease.

(b) **Landlord Participation.** If Tenant initiates any contest, then Landlord, at no cost to Landlord, shall use commercially reasonable and diligent efforts to cooperate with Tenant and execute such authorization and other documentation as reasonably necessary for the contest to proceed, which documentation shall be in substance reasonably satisfactory to Landlord. Landlord shall not be required to join in any proceeding or contest brought by Tenant pursuant to Section 4.3(a) unless Legal Requirements require that such proceeding or contest be brought by or in the name of Landlord or the owner of the Premises, in which case Landlord’s participation shall be at Tenant’s sole cost and expense and with counsel of Tenant’s choosing. Tenant shall immediately pay or discharge any Imposition, together with all costs, charges, interest, and penalties incidental thereto, determined to be due as a result of any such proceeding or contest.

4.4 **Delivery.** Landlord shall promptly (and no less than ten business days before the stated due date) deliver to Tenant all invoices, bills, statements, notices, and other instruments relating to the payment of Impositions assessed with respect to the Premises that Landlord may receive from any taxing authority.

4.5 **Exemptions.** Except as provided in Section 4.6, Tenant’s obligation to pay Impositions shall not include any Imposition of the following types, whatever the Imposition may be called: net income

or profits taxed, levied, or assessed against Landlord by any federal, state, or other governmental agency; estate, succession, inheritance, or transfer taxes of Landlord; corporation, franchise, or profits taxes imposed on the corporate owner of the fee title of the Premises; or any tax that may be required to be paid on any gift, demise, deed, mortgage, or other alienation of part or all of Landlord's fee estate in the Premises, other than pursuant to this Lease.

4.6 **Charges in Lieu of Impositions.** The provisions of this Article are based on the present State system of taxation. If any governmental authority having jurisdiction over all or any part of the Premises imposes a tax, excise, assessment, imposition, fee, levy, charge, or surcharge of any kind or nature on, against, or measured by or with respect to the Rent, either by way of substitution for all or part of the present ad valorem real estate taxes or in addition thereto (including any tax of the type described in Section 4.5), then such tax, assessment, imposition, fee, levy, charge, or surcharge shall be deemed to constitute "Impositions" for purposes of this Lease, and Tenant shall pay all such Impositions as provided in this Article.

ARTICLE V

Utilities

5.1 **Tenant's Obligations.** Tenant shall pay all charges for gas, heat, light, power, sewage, water, electricity, telecom, television, broadband, internet, and other utilities or services in connection with the Premises during the Term. On Tenant's written request, Landlord shall, at Tenant's sole cost and expense, join with Tenant in any application required for obtaining or continuing any utility service relating to the Premises. Tenant shall defend (by counsel acceptable to Landlord), indemnify, and hold harmless Landlord and the Premises from any loss, cost, expense, liability, lien, or the like associated with any utility or service charge, and shall reimburse Landlord for all attorneys' fees and all costs and expenses incurred by Landlord in defending or otherwise protecting against such charges. If Tenant does not pay any utility or service charge when due, then Landlord may, but shall not be required to, do so, and any amount so paid by Landlord shall immediately become due and payable to Landlord from Tenant as Additional Rent, together with interest thereon at the Default Rate pursuant to Section 3.5. The terms of this Section shall survive the termination of this Lease. If any utility or service (such as domestic water, electricity, or gas) is supplied to the Premises by means of a common line or other delivery system serving both the Premises and any other real property and without a separate meter to measure consumption attributable to the Premises, then Tenant, at its cost, shall install a separate meter to measure consumption attributable to the Premises and pay all utility or service charges directly to the relevant supplier.

5.2 **Interruption of Service.** Tenant shall not be entitled to terminate this Lease because of any failure or interruption of any utility service supplied to the Premises, and Landlord shall not be liable to Tenant for any damages resulting from any such failure or interruption of any utility service supplied to the Premises.

ARTICLE VI

RESERVED

ARTICLE VII

Use

7.1 **Permitted Use.** The Premises shall be used by Tenant for any purpose permitted by Legal Requirements and the Related Documents (collectively, the "**Permitted Use**"), and for no other use without Landlord's prior consent. In no event shall Tenant use or occupy, nor permit any other Person to use or occupy, the Premises or any part thereof, for any purpose or in any manner which might violate any Legal Requirements, or any restrictions contained in Related Documents, or for any uses set forth on **Exhibit D.**

7.2 **Compliance.** At all times during the Term, Tenant shall comply with: (a) all Legal Requirements relating to, affecting, or controlling the construction, reconstruction, replacement, repair,

maintenance, condition, protection, occupancy, or use of the Premises; and (b) all covenants, agreements, restrictions, and encumbrances in effect as of the Commencement Date or hereafter created by Tenant or Landlord as herein permitted or provided; in each case affecting the Premises. Tenant shall obtain and maintain throughout the Term all approvals, permits, accreditations, and licenses necessary to operate on the Premises in accordance with all Legal Requirements.

7.3 **Land Use**. Landlord may not obtain zoning changes, variances, or conditional use permits for the Premises, or otherwise encumber the Premises or modify any existing obligations under any Related Documents, without the prior written consent of Tenant, which consent shall not be unreasonably withheld so long as such changes, variances, conditional use permits, and/or encumbrances do not materially increase Tenant's obligations, materially decrease Tenant's rights, or materially and adversely impact Tenant's construction and/or operations at the Premises as permitted hereunder. At Tenant's request, Landlord shall join with Tenant in applications and proceedings to obtain such zoning changes, variances, and conditional use permits approved by Landlord, and Tenant, upon demand, shall pay or reimburse Landlord for any reasonable costs or expenses incurred by Landlord in connection therewith as Additional Rent. Tenant shall have the right to exercise all access, parking, utility, and other rights of the owner of the Premises under the Related Documents.

7.4 **Nuisance**. Tenant shall not cause or maintain, or permit any tenant or other user of the Premises to cause or maintain, a public or private nuisance on the Premises.

7.5 **Hazardous Materials**.

(a) **Use**. Neither Tenant nor any of its officers, directors, employees, representatives, agents, contractors, subcontractors, successors, assigns, and/or subtenants (collectively, the "**Tenant Parties**") shall use, generate, manufacture, refine, produce, process, store, or dispose of any Hazardous Materials in, on, under, or about the Premises or transport any Hazardous Materials to or from the Premises, except for storage and use of any Hazardous Materials that is consistent with the operation of the Premises for the Permitted Use, and only in compliance with all Hazardous Materials Laws. Tenant and the Tenant Parties shall, at their own expense, procure, maintain in effect, and comply with all conditions of all Legal Requirements and all permits, licenses, and other governmental and regulatory approvals required for the storage or use by Tenant or any of the Tenant Parties of Hazardous Materials in, on, under, or about the Premises, including discharge of (appropriately treated) materials or wastes into or through any sanitary sewer serving the Premises.

(b) **Remediation**. If Tenant and/or any Tenant Party causes (whether by affirmative act or failure to act) any contamination of the Premises by Hazardous Materials (collectively, the "**Tenant Responsible Contamination**"), which Tenant Responsible Contamination is required to be remediated under any Legal Requirements, then Tenant, at its cost, shall promptly and diligently remove or cause to be removed such Hazardous Materials from the Premises, or from the water underlying the Premises, as applicable, in accordance with all Hazardous Materials Laws. Notwithstanding the foregoing, Tenant shall not take any required remedial action in response to any Tenant Responsible Contamination in or about the Premises, or enter into any settlement agreement, consent, decree, or other compromise in respect to any claims relating to any Tenant Responsible Contamination, without first notifying Landlord of Tenant's intention to do so and affording Landlord the opportunity to appear, intervene, or otherwise appropriately assert and protect Landlord's interest with respect thereto. If Tenant does not: (i) promptly and diligently take all steps to prepare any remediation plan required for any Tenant Responsible Contamination; (ii) obtain promptly and diligently all necessary approvals for such remediation plan, and thereafter commence the required remediation within 30 days after Landlord has approved Tenant's remediation plan and all other necessary approvals and consents have been obtained; and (iii) thereafter continue to prosecute such remediation diligently to completion in accordance with the approved remediation plan; then Landlord, in its sole discretion, may pursue such remediation, and Tenant, upon demand, shall pay or reimburse Landlord therefor all amounts incurred or paid by Landlord, together with interest on said amounts at the Default Rate, as Additional Rent. Tenant shall promptly deliver to Landlord copies of all hazardous waste manifests, and otherwise deliver such information to Landlord as Landlord may require,

to evidence the proper disposal of all Hazardous Materials removed from the Premises as part of Tenant's remediation of any Tenant Responsible Contamination.

(c) Disposal. Tenant, at its cost, shall cause all Hazardous Materials removed from the Premises as part of the required remediation of Tenant Responsible Contamination to be removed and transported in strict compliance with all Hazardous Materials Laws and all other Legal Requirements and solely by duly licensed haulers to duly licensed facilities for final disposal of such Hazardous Materials.

(d) Notice. The Parties shall promptly notify each other in writing of: (i) any enforcement, cleanup, removal, or other governmental or regulatory action instituted, contemplated, or threatened concerning the Premises pursuant to any Hazardous Materials Laws; (ii) any claim made or threatened by any Person against Landlord, Tenant, or the Premises relating to damage contribution, cost recovery, compensation, loss, or injury resulting from or claimed to result from any Hazardous Materials on or about the Premises; and (iii) any reports made to any environmental agency arising out of or in connection with any Hazardous Materials in, on, or removed from the Premises, including any complaints, notices, warnings, or asserted violations in connection therewith, all on receipt by Landlord or Tenant, as the case may be, of knowledge of any of the foregoing matters. The Parties shall supply to each other as promptly as possible, and in any event within five business days after such Party first receives or sends the same, copies of all claims, reports, complaints, notices, warnings, or asserted violations of Hazardous Materials Laws relating in any way to the Premises or Landlord's or Tenant's use thereof.

(e) Tenant Indemnification. Tenant shall indemnify, defend (by counsel acceptable to Landlord), protect, and hold harmless Landlord, and each of Landlord's partners, officers, members, subsidiaries, employees, agents, attorneys, shareholders, officers, successors, and assigns, from and against all claims, actions, causes of action, liabilities, penalties, forfeitures, damages, losses, and/or expenses (including attorneys' fees and costs through litigation and all appeals) resulting from death of or injury to any Person or damage to any property whatsoever, arising from or caused in whole or in part, directly or indirectly by: (i) any Tenant Responsible Contamination; (ii) Tenant's failure to comply with any Hazardous Materials Laws with respect to the Premises; or (iii) a breach of any covenant, warranty, or representation of Tenant under this Section. Tenant's obligations hereunder shall include all costs of any required or necessary repair, cleanup or detoxification or decontamination of the Premises, and the preparation and implementation of any closure, remedial action, or other required plans in connection therewith, and diminution in value of the Premises. The terms of this Subsection shall survive the termination of this Lease.

ARTICLE VIII

Signs

8.1 Approved Signs. Any and all signs and material modifications of any such signs shall be subject to Legal Requirements and the Related Documents.

8.2 Tenant's Obligations. Tenant, at its cost, may install all signs approved pursuant to Section 8.1. All signs shall be installed and maintained in compliance with all Legal Requirements and the Related Documents. Upon the expiration or earlier termination of this Lease, Tenant, at its cost, shall remove all signs and repair any damage to the Premises or the Improvements caused by such removal, which Tenant obligations shall survive the termination of this Lease.

ARTICLE IX

Improvements

9.1 Major Construction. In connection with any Major Construction upon the Premises, Tenant shall comply with all of the following conditions:

(a) Final Plans. Tenant shall prepare working plans and specifications for such Major Construction and deliver to Landlord one complete set of working plans and specifications for such Major

Construction as approved by all governmental agencies and bodies having jurisdiction (the “**Final Plans**”).

(b) Governmental Permits. Tenant shall comply, at Tenant’s expense, with all Legal Requirements, including obtaining any and all applicable grading permits, building permits, and zoning and planning approvals from all governmental agencies and bodies having jurisdiction.

(c) Diligent Prosecution. All work permitted to be done hereunder shall be performed diligently and in a good and workmanlike manner and shall comply with all Legal Requirements.

(d) Protection of Landlord. Tenant shall pay or cause to be paid, without offset, deduction, or abatement against Rent, the total cost and expense of all labor or materials furnished for any works of improvement on the Premises. No such payment shall be construed as Rent. Tenant shall not suffer or permit to be enforced against any part of the Premises any mechanic’s or materialman’s lien arising from any work of improvement on the Premises. Tenant may, in good faith and at its own expense, contest the validity of any such asserted lien, claim, or demand; provided that Tenant has posted a bond or other security reasonably acceptable to Landlord on account of such contested lien, claim, or demand. Tenant shall defend (by counsel acceptable to Landlord), indemnify, and hold harmless Landlord and the Premises against all claims, demands, liens, liability, and loss of any type arising out of work performed on the Premises by, for, or on behalf of Tenant, and shall reimburse Landlord for all attorneys’ fees and all costs and expenses incurred by Landlord in defending or otherwise protecting against such claims. If Tenant shall fail to contest such asserted lien, claim, or demand with due diligence or shall otherwise fail to cause the same to be discharged within 30 days after the filing thereof, then, in addition to any other right or remedy of Landlord, Landlord may, at its option, discharge the same by paying the amount claimed to be due or by bonding or other proceeding deemed appropriate by Landlord, and the amount so paid by Landlord and/or all costs and expenses, including reasonable attorneys’ fees, expenses, and court costs, incurred by Landlord in procuring the discharge of such asserted lien, claim, or demand shall be deemed to be Additional Rent and, together with interest thereon at the Default Rate, shall be due and payable by Tenant upon demand. Nothing in this Lease contained shall be construed as consent on the part of Landlord to subject Landlord’s estate in the Premises to any lien or liability under the Mechanic’s Lien Law of the State. The terms of this Subsection shall survive the termination of this Lease.

(e) Application. The provisions of this Section shall apply only to Major Construction. Tenant may conduct Minor Construction as it sees fit; provided that the terms and conditions of Section 9.1(b), (c), and (d) shall be applicable to any such Minor Construction.

9.2 Municipal Approvals. Notwithstanding anything to the contrary in this Lease, for any matters in this Lease for which the prior approval of Landlord, as landlord, is not required, including, without limitation, Major Construction and Minor Construction, shall in no event be deemed to be a waiver, or the deemed granting of, any applicable approvals or permits from Landlord as the City (or its agencies or departments), as the municipality having jurisdiction over the Premises.

ARTICLE X

Maintenance; Repair; Alteration; Reconstruction

10.1 No Obligation of Landlord. Landlord shall not be required or obligated to make any changes, alterations, additions, improvements, or repairs in, on, or to the Premises, or any part thereof during the Term, except as may be expressly stated herein to the contrary.

10.2 Tenant’s Duty to Maintain. Throughout the Term, Tenant shall, at Tenant’s sole cost and expense, maintain the Premises and all Improvements in first-class condition and repair, ordinary wear and tear excepted, and in accordance with all Legal Requirements, as well as all insurance underwriting boards or insurance inspection bureaus having or claiming jurisdiction, and all insurance companies insuring all or any part of the Premises. All repairs, alterations, replacements, and additions to the Improvements made during the Term shall be at least equal to the original work specifications and quality. Tenant shall cause all Improvements to comply in all respects with the provisions of this Lease, all

matters of record as of the Commencement Date or placed of record after the Commencement Date with the consent of Tenant, and all Legal Requirements.

10.3 **Casualty**. If the Premises or any portion thereof shall be damaged by fire or other casualty during the Term, then Tenant shall, at its own cost and expense, promptly and diligently repair, restore, and replace the same to substantially the same condition as existed immediately prior to such casualty and in compliance with then current plans for such space or such modified plans in accordance with Section 9.1. Tenant shall commence such work of repair, restoration, or replacement to the Improvements within 180 days after receipt of insurance proceeds and shall thereafter diligently pursue such work to completion, which, subject to Unavoidable Delays, shall occur no later than three years after commencement. Completion of the repairs, alterations, restorations, additions, and replacements to the Improvements shall result in Improvements at least equal in specification, aesthetic impact, quality, and function to the Improvements prior to the fire or other casualty, except as expressly provided to the contrary in this Lease. All insurance proceeds collected for such damage or destruction shall be paid to Tenant to cover the cost of such repairs, restorations, and replacements. In either case, if there are no insurance proceeds or the available insurance proceeds shall be insufficient for such purpose, Tenant shall make up the deficiency out of its own funds. If the Premises shall be substantially destroyed by fire or other casualty during the last five years of the Term, then Tenant may choose, in its sole discretion, to raze the remaining Improvements at its own cost and not rebuild on the Premises, in which case the remaining insurance proceeds shall promptly be paid to Landlord; provided that the same shall not relieve Tenant from any obligation to pay Rent hereunder. If Tenant fails to commence, or thereafter complete, any repair, restoration, or replacement of the Improvements timely in accordance with the terms and conditions of this Section, then Landlord, at its option, may terminate this Lease upon notice to Tenant, in which case the remaining insurance proceeds shall promptly be paid to Landlord and this Lease shall be of no further force or effect, except for those provisions that expressly survive termination.

10.4 **No Abatement**. No deprivation, impairment, or limitation of use resulting from any casualty to the Premises or any construction work with respect to the Premises contemplated by this Article shall entitle Tenant to any offset, abatement, or reduction in Rent or to any termination or extension of the Term.

ARTICLE XI

Ownership of Improvements; Surrender

11.1 **Existing Improvements**. Any Improvements or fixtures existing on the Premises at the Commencement Date shall become the property of Tenant until the expiration or earlier termination of this Lease.

11.2 **Ownership During Term**. During the Term, all Improvements constructed by Tenant shall be owned by Tenant until the expiration or earlier termination of this Lease.

11.3 **Surrender**. Upon the expiration or earlier termination of this Lease, Tenant shall surrender the Premises, together with all Improvements, in their then-present condition. All Improvements surrendered by Tenant pursuant to the terms of the preceding sentence shall become Landlord's property free and clear of all claims of Tenant or any third Person, without any compensation to Tenant. Upon the request of Landlord upon the expiration or earlier termination of this Lease, Tenant shall execute any and all documents as may be reasonably requested by Landlord to vest title to the Improvements in Landlord, including, without limitation, a quitclaim deed in recordable form and otherwise in form and substance reasonably satisfactory to Landlord and Tenant. Prior to the expiration or earlier termination of this Lease, Tenant shall have the right to remove any or all Personal Property from the Premises. Any Personal Property of Tenant that remains on the Premises more than 30 days after the expiration or earlier termination of this Lease shall be deemed abandoned and, at Landlord's election, may be retained, sold, transferred, or otherwise disposed of by Landlord, without accountability, in such manner as Landlord sees fit (including having the same disposed at the expense of Tenant, or stored at the risk and expense of Tenant), or, upon demand by Landlord, to be removed by Tenant. The foregoing shall be without

prejudice to any election given Landlord by law, at equity, or hereunder as to such Personal Property. The provisions of this Section shall survive any termination of this Lease.

ARTICLE XII

Right to Finance

12.1 **Right to Finance**. Tenant (including a Permitted Transferee) shall be entitled to: (a) finance the Improvements and shall have the right to use as security: (i) its leasehold interest in the Premises; (ii) its fee interest in the Improvements as well as its interest in this Lease; and (iii) any and all other right, title, and interest of Tenant in and to the Premises (collectively, "**Tenant's Interest**"); and (b) obtain construction, mezzanine, permanent financings, re-financings, and other financings secured by Tenant's Interest.

12.2 **Leasehold Mortgages**. Tenant (including a Permitted Transferee) shall have the right to mortgage, pledge, encumber, hypothecate, and assign as security Tenant's Interest without obtaining Landlord's consent, including a refinancing of any of the foregoing. The "**Mortgagee**" is any one or more lenders that is the owner and holder of a promissory note or notes, the indebtedness evidenced by which is secured in whole or in part by a lien on Tenant's Interest (each, a "**Mortgage**"). A lender that is a Mortgagee shall continue in such status for purposes hereof until such time as the lender notifies Landlord, in writing, that it has released its lien on Tenant's Interest or has recorded such an instrument of record. Within 30 days after Tenant's or any Mortgagee's written request, Landlord will acknowledge, in a written instrument reasonably satisfactory to Landlord, the receipt of any Mortgage notice delivered to Landlord; provided that Tenant shall pay to Landlord (or reimburse Landlord for), as Additional Rent, Landlord's reasonable out-of-pocket costs incurred in connection with any Mortgage, including, without limitation, reasonable attorneys' fees. Notwithstanding any provision of this Lease to the contrary, the following terms and provisions shall apply to any Mortgage and Mortgagee:

(a) Whenever Landlord shall send Tenant any written notice related to this Lease, Landlord shall also send a duplicate copy of such notice to each Mortgagee who has provided an address for notice to Landlord in writing.

(b) Upon a Mortgagee's receipt of written notice of a default hereunder (each, a "**Default Notice**"), such Mortgagee shall have the right, but not the obligation, to cure such default on behalf of Tenant within the applicable cure periods, if any, provided hereunder. Landlord agrees to accept any Mortgagee's cure of a default. Landlord acknowledges that the Mortgagee will rely upon the Tenant's Interest as collateral. In furtherance of the foregoing, Landlord agrees, upon request, to execute a commercially reasonable landlord consent or waiver, in form and substance reasonably satisfactory to Landlord and executed by Landlord, Tenant, and such Mortgagee.

(c) If this Lease is terminated for any reason, then, upon the Mortgagee's request made within 60 days after the Mortgagee's receipt of written notice from Landlord of such termination, Landlord shall enter into a new lease with a Successor Tenant upon terms and conditions identical to those of this Lease for what would have been the full remaining term of this Lease had the same not been so terminated, with all remaining extension or renewal rights, so long as the Mortgagee pays all of the rent and other sums then due and owing under this Lease, and such new lease shall have the same priority as this Lease. The Successor Tenant under any such new lease shall be liable to perform the obligations imposed by such new lease only during the period the Successor Tenant has ownership of the leasehold estate created by the new lease. In addition to the new lease, Landlord shall, upon the request of the Successor Tenant, execute and deliver (in recordable form) to such Successor Tenant or its nominee, a memorandum of lease (with respect to such new lease) as well as such deeds, bills of sale, assignments and other instruments whereby the Landlord conveys to the Successor Tenant or its nominee, without warranty of title but with confirmation of no prior assignment of Landlord, all of Landlord's right, title and interest, in, to and under any portion of Tenant's Interest that may have reverted to Landlord on account of the termination of this Lease. "**Successor Tenant**" shall mean any Mortgagee or its designee or nominee, together with its successors and assigns, including any purchaser at a foreclosure sale or deed-in-lieu or other transfer-in-lieu thereof, and such purchaser's successors and assigns who succeed to

Tenant's Interest on account of the foreclosure of a Mortgage or a deed-in-lieu thereof or other transfer-in-lieu thereof.

(d) Any sale of Tenant's Interest in any foreclosure proceedings instituted by a Mortgagee (or the assignment or transfer of this Lease and Tenant's Interest by Tenant in lieu of any such foreclosure) shall be deemed to be a permitted assignment of Tenant's Interest, and Landlord shall recognize the person or entity acquiring Tenant's Interest pursuant to the foregoing as the tenant hereunder with all of the rights and estate of Tenant.

(e) No amendment or modification of this Lease shall be effective as to a Mortgagee unless it has consented thereto in writing. Landlord shall not accept from Tenant, Tenant's offer of termination, cancellation or surrender of this Lease for any reason whatsoever without Mortgagee's prior written consent.

(f) The making of a Mortgage to a bona-fide, third-party commercial lender financing all or any portion of the Premises shall not be deemed to constitute an assignment or transfer of Tenant's Interest. No Mortgagee, simply by virtue of its lien on Tenant's Interest, shall be deemed to have assumed any of the obligations or liabilities of Tenant hereunder. Upon request, Landlord shall execute and deliver a commercially reasonable non-disturbance and attornment agreement, in form and substance reasonably satisfactory to Landlord and executed by Landlord, Tenant, and the applicable Mortgagee. All reasonable costs incurred by Landlord in negotiating and executing any instrument required or contemplated under this Article, including, without limitation, reasonable attorneys' fees, shall be paid or reimbursed by Tenant as a condition to Landlord's delivery of such instrument.

(g) No Mortgage may extend beyond the expiration of the Term or attach to Landlord's interest in the Premises.

(h) Landlord shall not sell, assign, transfer, mortgage, or encumber its right, title, or interest in or to the Premises without Tenant's consent. Notwithstanding the foregoing, Landlord, without Tenant's consent, may assign or transfer this Lease in connection with a transfer or conveyance of Landlord's fee simple title in and to the Premises to the RDC, an agency or department of the City, or a nonprofit entity controlled by Landlord, the RDC, and/or the mayor of the City.

ARTICLE XIII

Assignment

13.1 **Assignment Generally.** Without Landlord's prior written consent, which consent may be withheld in Landlord's sole discretion, Tenant shall not: (a) assign, transfer, hypothecate, mortgage, encumber, or convey or subject to or permit to exist upon or be subjected to any lien or charge this Lease or any interest under it; (b) allow any transfer of, or any lien upon, Tenant's interest in this Lease by operation of law; or (c) sublet all or any portion of the Premises. The consent by Landlord to an assignment or subletting shall not in any way be construed to relieve Tenant from obtaining the express consent in writing of Landlord to further assignment or subletting, or relieve Tenant from primary liability under the terms of this Lease. Tenant shall remain fully obligated under this Lease, notwithstanding any assignment or sublease or any indulgence granted by Landlord or otherwise permitted hereunder. If Tenant is an entity whose ownership is not publicly held and the control of Tenant changes, then Tenant shall notify Landlord of such change within five days thereof. The term "control" as used herein means the power to directly or indirectly direct or cause the direction of the management or policies of the Tenant. A change or series of changes in ownership of stock which would result in direct or indirect change in ownership by the stockholders or an affiliated group or stockholders of less than 50% percent of the outstanding stock shall not be considered a change of control. Landlord shall have the right to be reimbursed for its reasonable out-of-pocket expenses, including attorneys' fees, incurred in connection with an actual or proposed assignment, transfer, or sublease pursuant to this Section.

13.2 **Permitted Sublets.** Notwithstanding anything to the contrary in Section 13.1, Tenant, without Landlord's prior consent but upon prior notice to Landlord, may: (a) sublet the Premises to a third

party; and/or (b) assign this Lease or sublet the Premises to the RDC or an agency or department of the City; provided that, in the case of an assignment, the RDC or such agency or department, as the case may be, assumes, in a written instrument in favor of Landlord and in form and substance reasonably satisfactory to Landlord, the obligations of the "Tenant" hereunder (each, a "**Permitted Transferee**"). Landlord shall have the right to be reimbursed for its reasonable out-of-pocket expenses, including attorneys' fees, incurred in connection with an assignment or transfer pursuant to this Section.

13.3 **Mortgages Prohibited.** For the avoidance of doubt, without the prior written consent of the other Party, which consent may be withheld in such Party's sole discretion, neither Landlord nor Tenant shall: (a) mortgage the Premises, or its respective right, title, and interest in and to the Premises; (b) otherwise encumber the Premises, or its respective right, title, and interest in and to the Premises, with any security instrument or other similar instrument to secure a debt or other obligation of Landlord or Tenant, as the case may be; or (c) otherwise pledge the Premises, or its respective right, title, and interest in and to the Premises, as collateral for any debt or other obligation of Landlord or Tenant, as the case may be.

ARTICLE XIV

Insurance

14.1 Insurance.

(a) Tenant, at its expense, shall maintain full replacement cost standard fire and extended coverage insurance on the Premises, including code enhancement endorsement. Such insurance shall be maintained with an insurance company authorized to do business in the State, and, except as expressly set forth herein to the contrary, payments for losses thereunder shall be made solely to Tenant. Tenant shall maintain, at its expense, fire and extended coverage insurance on a replacement-cost basis covering the Improvements and all other improvements to, and all Personal Property and contents in, on or about the Premises, including, without limitation, removable trade fixtures.

(b) Tenant, at its expense, shall maintain during the Term one or more policies of comprehensive general liability insurance that shall insure against any liability or claim for bodily injury, wrongful death, or property damage, and that, together with any umbrella policy or other excess liability coverage, shall afford insurance coverage of not less than \$3,000,000 per occurrence, \$5,000,000 aggregate. Each such policy shall name Landlord, the City (if different from Landlord), and the RDC as additional insureds and shall provide that it may not be canceled or permitted to lapse or the coverage thereunder decreased except upon not less than 30 days' prior written notice to Landlord. Each such policy shall be issued by one or more insurance companies that are licensed to write such insurance in the State. Upon the Commencement Date and thereafter not later than 30 days prior to the expiration date of each such policy, Tenant shall furnish to Landlord one or more certificates of insurance evidencing such coverage. If Tenant should fail to procure or maintain such insurance or to furnish to Landlord any such certificate of insurance when due, then Landlord shall have the right (but not the obligation), at its option, to obtain such insurance for the account of Tenant, and the cost thereof shall be paid to Landlord as Additional Rent upon the receipt by Tenant of an invoice therefor and bear interest at the Default Rate.

(c) Tenant agrees that Landlord and its officers, directors, agents, employees, contractors, sublessees, licensees, or invitees shall not be liable to Tenant for any damage to or loss of personal property located in or on the Premises, or for injuries to persons unless and to the extent such damage, loss or injury is the result of the gross negligence or intentional or willful misconduct of Landlord, or any of Landlord's officers, directors, agents, employees, contractors, sublessees, or licensees.

(d) Tenant, at its cost, shall perform and/or observe all insurance obligations relating to the Premises and imposed upon Landlord under the Related Documents, including, without limitation, maintaining any policies of insurance in the amounts and in the manners set forth therein, except to the extent such obligations are caused by the negligence or willful misconduct of Landlord or its agents, employees or contractors.

(e) Unless otherwise agreed to in writing by Landlord, all insurance carriers providing insurance required by this Section shall have a minimum A.M. Best's Rating (or similar insurance rating agency) of A or higher.

14.2 **Adjustments**. Landlord, upon notice to Tenant not more frequently than once in any five-year period, may require modifications to the coverages and amounts of insurance described in Section 14.1, to the extent such modifications are commercially reasonable and consistent with the coverages and amounts maintained by prudent owners of property similar to the Premises in the Indianapolis metropolitan area.

14.3 **Failure to Maintain**. If Tenant fails to maintain any policy of insurance required to be maintained by Tenant hereunder, which failure continues for more than ten business days after notice thereof by Landlord to Tenant, then Landlord, at its option, may obtain and maintain such insurance. Interest on expenses incurred shall accrue at the Default Rate and shall be deemed to be Additional Rent immediately payable by Tenant to Landlord upon demand.

ARTICLE XV Condemnation

15.1 **Notice**. The Party receiving a notice of one or more of the following notices shall promptly notify the other Party of the receipt, content and date of such notice: (a) Notice of Intended Taking; (b) service of any legal process relating to condemnation of the Premises; (c) notice in connection with any proceedings or negotiations with respect to such condemnation; and (d) notice of intent or willingness to make or negotiate a private purchase in lieu of condemnation or a sale or transfer in lieu of condemnation.

15.2 **Representation**. Landlord and Tenant shall each have the right to represent its respective interest in each condemnation proceeding or negotiation and to make full proof of claims. Landlord and Tenant shall each execute and deliver to the other Parties any instruments that may be required to effect or facilitate the provisions of this Lease relating to condemnation.

15.3 Total or Substantial Taking.

(a) **Termination**. Upon the occurrence of a Total Taking or a Substantial Taking, this Lease shall terminate on the date of such Total Taking or Substantial Taking.

(b) **Determination**. If a Taking is not a Total Taking, then Tenant shall elect to treat such Taking as a Substantial Taking or a Partial Taking by notice to Landlord within 60 days after Tenant receives the applicable Notice of Intended Taking. If Tenant elects to treat the Taking as a Partial Taking, or fails to deliver any notice, then the Taking shall be deemed a Partial Taking. If Tenant elects to treat the Taking as a Substantial Taking, then Landlord may dispute Tenant's election by delivery of notice to Tenant to such effect within 20 days following receipt of Tenant's notice, whereupon such Taking shall not be deemed to be a Substantial Taking unless it has been so determined by a court of competent jurisdiction. If Tenant elects to treat such Taking as a Substantial Taking, and Landlord does not dispute Tenant's election within such 20-day period, then the Taking shall be deemed a Substantial Taking.

(c) **Early Possession**. In the event of a Total Taking or a Substantial Taking, Tenant may continue to occupy the Premises until the condemning authority takes physical possession thereof. Notwithstanding the foregoing, in the event of a Substantial Taking, Tenant may elect to deliver possession of the Premises to Landlord prior to the date the condemning authority takes physical possession thereof. The election shall be made by notice declaring the election and agreeing to pay all Rent required under this Lease to the date of Taking. Tenant's right to apportionment of or compensation from the Award, if any, shall then accrue as of the date of Taking.

(d) Distribution of Award. On a Total or Substantial Taking, the Award shall be distributed and disbursed in the following order of priority:

- (i) First, to the taxing authorities all real and personal property taxes constituting a lien on the Premises;
- (ii) Second, to Tenant, a sum equal to the unamortized value of the Improvements;
- (iii) Third, to Tenant, a sum equal to the value of Landlord's right, title, and interest in the Premises;
- (iv) Fourth, to Tenant, a sum equal to Tenant's leasehold estate hereunder; and
- (v) Last, to Landlord the balance of the Award.

15.4 **Partial Taking**.

(a) No Termination. On a Partial Taking, this Lease shall remain in full force and effect covering the remainder of the Premises.

(b) Restoration. Promptly after a Partial Taking, Tenant, at its sole expense, may repair, alter, modify, or reconstruct the Improvements in accordance with the terms of this Lease, so as to make the Improvements reasonably suitable for Tenant's continued occupancy for the uses and purposes for which the Premises are leased; provided that, if the reasonably estimated cost of the work represents more than 50% of the fair market value of the Improvements before the Taking as reasonably determined by Tenant and Landlord, and the Award is less than such cost, then Tenant may elect to treat the Taking as a Substantial Taking.

(c) Distribution of Award. Except as otherwise provided in this Section, on a Partial Taking, the Award shall be distributed and disbursed in the following order of priority:

- (i) First, to the cost of restoring the Improvements, plus any amount specifically awarded and so designated in the Award for detriment to the business of Tenant or any tenants or subtenants in the Premises;
- (ii) Next, to Tenant a sum equal to the value of that portion of the Premises taken, valued as unimproved land; and
- (iii) Last, to Landlord the balance of the Award.

(d) Effect on Base Rent. If the Lease continues following a partial taking, then the Base Rent shall not be reduced.

15.5 **Temporary Takings**. In the event of any Taking of the temporary use of all or any part or parts of the Premises for a period of less than 365 days and such period does not extend beyond the expiration of the Term, neither the Term nor the Rent shall be reduced or affected in any way, and Tenant shall be entitled to any Award for the use or estate taken and Landlord shall have no right to any portion of the Award. If, as a result of the Taking for temporary use, Tenant is required to make expenditures for changes, repairs, alterations, modifications, or reconstruction of the Improvements to make them economically viable and practical as a whole, then Tenant shall receive, hold, and disburse the Award in trust for such work. At the completion of the work and the discharge of the Premises from all liens and claims, Tenant shall be entitled to any surplus and shall be liable for any deficit. If any such Taking is for a period of more than 365 days or extends beyond the expiration of the Term, then the Taking shall be treated under the foregoing provisions for Substantial Takings and/or Partial Takings.

15.6 **Waiver.** The rights of Landlord and Tenant regarding any Taking shall be as set forth in this Article, and each Party hereby waives the provisions of any present or future law allowing either Party to petition any court to terminate this Lease and/or otherwise allocate condemnation awards between Landlord and Tenant in the event of any Taking.

ARTICLE XVI

Event of Default; Remedies

16.1 **Event of Default.** Each of the events described in the following subsections of this Section shall be an “**Event of Default**”.

(a) **Failure to Pay Rent.** Tenant’s failure to pay when due Rent or any other sum required by this Lease to be paid by Tenant, which failure continues for more than 30 days after notice thereof by Landlord to Tenant, which failure continues for more than 30 additional days after subsequent notice by Landlord to Tenant delivered after the expiration of the initial 30-day period.

(b) **Failure to Insure.** Tenant’s failure to maintain any policy of insurance required to be maintained by Tenant hereunder, which failure continues for more than ten days after notice thereof by Landlord to Tenant.

(c) **Failure to Perform.** Tenant’s failure to perform or observe any other term, condition, covenant, or obligation to be performed or observed by Tenant under this Lease for a period of more than 30 days after notice thereof from Tenant to Landlord; provided that, if the term, condition, covenant, or obligation to be performed or observed by Tenant is such that it cannot reasonably be performed or observed within 30 days, then such default shall be deemed to have been cured if Tenant commences such performance or observance within such 30-day period and thereafter diligently undertakes to complete the same, and such cure is completed within a reasonable period of time.

(d) **Receivership.** The appointment of a receiver to take possession of the Premises, Tenant’s interest in this Lease, or Tenant’s operations on the Premises for any reason, including an assignment for benefit of creditors or any voluntary or involuntary Bankruptcy Proceedings, if such receivership is not terminated within 60 days following the appointment of such receiver.

(e) **Bankruptcy.** A general assignment by Tenant for the benefit of its creditors, or the filing of a voluntary or involuntary petition by or against Tenant under any insolvency or bankruptcy law, or any filing or petition for the purpose of extending the time for payment, adjustment or satisfaction of Tenant’s liabilities, or for reorganization, dissolution, or arrangement on account of or to prevent bankruptcy or insolvency, unless the assignment or proceeding and all consequent orders, adjudications, custodies, and supervisions are dismissed, vacated, or otherwise permanently stayed or terminated within 60 days after such assignment, filing, or petition.

16.2 **Right to Cure.** After expiration of any applicable cure period, or before the expiration of such cure period, if any, in the event of a genuine emergency, Landlord, at its option (but without any obligation), may elect to cure any Tenant default under this Lease, including, for the avoidance of doubt, defaults not expressly listed in Section 16.1, and any amount so paid and the reasonable cost of any such cure, plus interest on such sums at the Default Rate, shall be deemed to be Additional Rent immediately payable by Tenant to Landlord upon demand. No such payment or performance by Landlord shall constitute a waiver of any default by Tenant or of any remedy for such default or render Landlord liable for any loss or damage resulting from any such payment or performance. Landlord, or Landlord’s authorized representative, may enter the Premises for such purpose and take all such action as may be necessary therefor and such entry shall not constitute or be deemed to be an eviction of Tenant.

16.3 **Landlord’s Remedies.** Upon an Event of Default, Landlord shall have the following remedies, in addition to all other rights and remedies provided by law or equity (except that Landlord shall not have the right to terminate this Lease on account of a particular breach or default where the express

terms of this Lease specifically limit Landlord's remedies or exclude termination of this Lease as a remedy for such particular breach or default), to which Landlord may resort cumulatively or in the alternative:

(a) General.

(i) Upon any Event of Default, Landlord, at its option, may terminate this Lease upon notice to Tenant and recover the cost of any actions by Landlord, together with interest thereon at the Default Rate, required to cure that default, as Additional Rent.

(ii) In the event of a non-monetary Event of Default, Landlord, at its option, may cure the same and recover the cost of any actions by Landlord, together with interest thereon at the Default Rate, required to cure that default, as Additional Rent.

(ii) Landlord shall be entitled to recover from Tenant all amounts necessary to compensate Landlord for all detriment proximately caused by Tenant's failure to perform its obligations under this Lease or is reasonably likely to result therefrom, including necessary repair, renovation, and alteration of the Improvements, attorneys' fees, broker's commissions, and any other reasonable costs.

(iii) Notwithstanding anything to the contrary in this Subsection, Landlord shall at all times in the Event of Default by Tenant use commercially reasonable efforts to mitigate its damages; provided that Landlord shall have no obligation to favor reletting the Premises over any other premises owned by Landlord or any of its Affiliates.

(b) Personal Property. Landlord may remove and store the Personal Property for the account and at the cost of Tenant, together with interest thereon at the Default Rate.

(c) Waiver. Tenant waives any right of redemption or relief from forfeiture under any present or future statutes or case decisions to the same effect, if Tenant is evicted or Landlord takes possession of the Premises by reason of any default by Tenant hereunder.

(d) Recovery of Rent. Landlord shall be entitled at its election to each component of Rent or to any combination of components of Rent for any period after Tenant's default and before termination of this Lease plus interest at the Default Rate.

16.4 Waiver.

(a) Unavoidable Delays. Any interference or delay in the performance of any obligation of Landlord or Tenant, as the case may be, caused by strikes, lockouts, labor disputes, acts of public enemies of the United States of America or the State, riots, insurrection, civil commotion, inability to obtain required materials or reasonable substitutes therefor, governmental restrictions, governmental controls, governmental regulations, or other cause beyond Landlord's or Tenant's reasonable control, respectively ("**Unavoidable Delay**"), shall excuse non-performance of such obligation for a period equal to the length of such Unavoidable Delay; provided that in no event shall financial inability be deemed an Unavoidable Delay, irrespective of the actual number of days of Unavoidable Delay.

(b) Waiver. No delay in exercising any right or remedy hereunder shall be deemed to be a waiver thereof. No waiver of any default by either Party shall constitute a waiver of any other breach or default by such Party, whether of the same or any other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by either Party shall give the other any contractual right by custom, estoppel, or otherwise. No waiver of any condition, covenant, requirement, or the like set forth herein by either Party shall be deemed a waiver thereafter of the same or any other provision hereof.

16.5 Landlord Default. Landlord shall be in default if it fails to perform or observe any term, condition, covenant, or obligation to be performed or observed by Landlord under this Lease for a period of 30 days after written notice thereof from Tenant to Landlord; provided that, if the term, condition,

covenant, or obligation to be performed or observed by Landlord is such that it cannot reasonably be performed or observed within 30 days, then such default shall be deemed to have been cured if Landlord commences such performance or observance within such 30-day period and thereafter diligently undertakes to complete the same. Upon the occurrence of any such default, Tenant may sue for injunctive relief or to recover damages for any loss directly resulting from the breach, but Tenant shall not be entitled to terminate this Lease or withhold, offset, or abate any sums due hereunder. If Landlord shall fail to perform any term, condition, covenant, or obligation required to be performed or observed by Landlord under this Lease, and if Tenant shall, as a consequence thereof, recover a money judgment against Landlord, then Tenant agrees that: (a) it shall look solely to Landlord's right, title, and interest in and to the Premises for the collection of such judgment; and (b) no other assets of Landlord shall be subject to levy, execution, or other process for the satisfaction of Tenant's judgment. In no event shall Landlord be liable to Tenant for any consequential or punitive damages that may arise in connection with this Lease.

ARTICLE XVII

Option to Purchase

17.1 Option to Purchase. Landlord hereby grants to Tenant the right to purchase the Premises on the following terms and conditions (the "**Option to Purchase**");

(a) Upon the expiration of the Term, Tenant shall have the option to purchase the Premises from Landlord. To exercise the Option to Purchase, Tenant shall deliver to Landlord notice of such exercise (the "**Exercise Notice**") prior to the expiration of the Term. The purchase price shall be \$1.00, and the closing on the Option to Purchase shall occur: (i) on or after May 1, 2055; and (ii) on or before the Termination Date in escrow through a title company mutually satisfactory to the Parties. Tenant shall be responsible for all costs in connection with such closing, including, without limitation, any and all search and exam fees; escrow fees; premiums of any owner's policy of title insurance; deed, title, and transfer taxes; and survey, environmental, and other due diligence expenses; provided that all costs of removing mechanic's, judgment, and other similar monetary liens caused by, through, or on account of Landlord shall be satisfied by Landlord, at its cost, prior to or at the closing.

(b) If Tenant timely exercises the Option to Purchase, then Landlord and Tenant shall use commercially reasonable and diligent efforts to negotiate, execute, and deliver to each other, within 60 days after such exercise, a purchase and sale agreement (the "**Purchase Agreement**") in commercially reasonable form consistent with the terms and conditions of this Section and otherwise on terms and conditions reasonably satisfactory to Landlord and Tenant.

(c) Notwithstanding anything to the contrary in this Section, the Option to Purchase shall: (i) be of no force or effect during any period in which an Event of Default exists; and (ii) terminate and be of no further force or effect for the remainder of the Term if Tenant: (A) exercises the Option to Purchase and enters into the Purchase Agreement but thereafter defaults thereunder beyond any applicable notice and cure period; or (B) elects not to exercise or fails to exercise the Option to Purchase timely.

ARTICLE XVIII

Estoppel Certificate

18.1 Certificate. Tenant or Landlord, as the case may be, shall execute, acknowledge and deliver to the requesting Party and/or its lender or permitted purchaser a statement: (a) certifying that this Lease is unmodified and in full force and effect (or, if modified, stating the nature of such modification and certifying that this Lease, as so modified, is in full force and effect); (b) stating the date to which Rent and other charges are paid in advance, if any; (c) acknowledging that there are not, to the certifying Party's knowledge, any uncured defaults on the part of the other Party hereunder, or specifying such defaults if any are claimed; and (d) certifying such other matters as may be reasonably requested by the requesting Party. The Party from whom a certificate is requested shall deliver the same with commercially reasonable promptness, and in all cases within 60 days after request therefor. Any such statement may be conclusively relied on by the Parties any auditor of either Party, or by any prospective purchaser or

owner of the Premises. The Party requesting such certificate shall pay the reasonable expenses of the other Party in supplying such estoppel certificate, including reasonable attorneys' fees.

ARTICLE XIX

Indemnity

19.1 **Landlord's Non-Liability.** Nothing contained in this Section shall negate or reduce in any way Tenant's specific obligations and liability under the express provisions of any other Section of this Agreement. Except for liability, loss, cost, or damage arising out of, or related to, the gross negligence or willful or wanton misconduct of Landlord or its agents, employees, or contractors (collectively, the **"Excluded Claims"**), Landlord shall not be liable for any loss, damage, injury (including death), liability, cost, expense, claim, demand, or cause of action of any kind or character to any Person or property arising from, related to or caused by: (a) construction, maintenance, or use of the Premises including any such loss, damage, injury, liability, cost, expense, claim, demand, or cause of action arising from, related to or caused by: (i) any use of the Premises or any part thereof during the Term; (ii) any defect in the design, construction of, or material in the Improvements; (iii) any defect of soils or in the preparation of soils or in the design and accomplishment of grading; (iv) the presence or existence of any Hazardous Materials in, on, or around the Premises, or any failure of the Premises to conform to Legal Requirements; (v) any act or omission of Tenant, or of any of its agents, representatives, contractors, employees, servants, customers, licensees, or invitees; (vi) any accident on the Premises or any fire or other casualty thereon; (vii) Tenant's failure to maintain the Premises in safe condition; (viii) any accident off the Premises caused by acts or occurrences on the Premises; (ix) any act or failure to act by Landlord in enforcing this Lease, or in reviewing, approving, disapproving, consenting to, or joining in any plans, specifications, layout, design, application, permit, map, or dedication relating to the use or development of the Premises; (x) any violation or alleged violation by Tenant or of any of its subtenants, agents, representatives, contractors, employees, servants, customers, licensees, or invitees of any law now or hereafter enacted; (xi) any slope failure or subsurface geologic or groundwater condition on or adjacent to the Premises; or (xii) any other cause whatsoever in connection with Tenant's use of the Premises or Tenant's performance under this Lease; or (b) Tenant's breach of this Lease (collectively, **"Claims"**). Tenant, as a material part of the consideration of this Lease, waives on its behalf all claims and demands against Landlord for any and all Claims.

19.2 **Indemnification of Landlord.** Subject to Section 14.1(b), Tenant shall indemnify, defend (by counsel acceptable to Landlord), and hold harmless Landlord and its officers, directors, employees, agents, and representatives from any and all liability, loss, damage, cost, expense, claim, demand, or cause of action of any kind or character, including court costs and attorneys' fees, resulting from any and all Claims (other than the Claims described in Section 19.1(a)(ix) or (xi)) and from any and all injuries suffered by Tenant or of any Tenant Party as a result of or in connection with Tenant's inspection, investigation, audit, or use of or entry upon the Premises before the Commencement Date (a **"Covered Claim"**).

(a) Landlord shall notify Tenant within a reasonable length of time after discovery of any Covered Claim. Tenant, at Tenant's expense, shall defend Landlord against any such Covered Claim and shall engage counsel satisfactory to Landlord to prosecute Landlord's defense of such Covered Claim, and keep Landlord informed as to progress in defending and disposing of the Covered Claim.

(b) If Tenant fails or refuses to defend Landlord or engage counsel reasonably satisfactory to Landlord within ten days after Tenant's receipt of notice of any Covered Claim, then Landlord may defend such claim, seek and recover its attorneys' fees, costs, expenses, and damages, together with interest thereon at the Default Rate, from Tenant as Additional Rent.

(c) This Section shall not apply to any claim by Tenant against Landlord for a breach of this Lease by Landlord, or to any claim resulting from the negligence or willful misconduct of Landlord or its employees.

19.3 **Indemnification of Tenant.** Subject to Section 14.1(b), Landlord shall indemnify, defend (by counsel acceptable to Tenant), and hold harmless Tenant and its officers, directors, employees, agents, and representatives from any and all liability, loss, damage, cost, expense, claim, demand, or cause of action of any kind or character, including court costs and attorneys' fees, resulting from: (a) Landlord's breach of this Lease; or (b) the gross negligence or willful or wanton misconduct of Landlord or its agents, or contractors. Landlord's obligations hereunder shall be limited by applicable state and federal statutes and constitutional provisions protecting the exposure and liability Landlord (including, without limitation, the terms of Indiana's Tort Claims Act), so that Landlord's obligations to defend, indemnify, and hold harmless hereunder shall not exceed what might have been Landlord's to a claimant had Landlord been sued directly by the claimant and all appropriate defenses had been raised by Landlord.

19.4 **Survival.** The terms of this Article shall survive the termination of this Lease.

ARTICLE XX General Provisions

20.1 **Interpretation.** When the context requires, either gender includes the other, the singular number includes the plural, and vice-versa. Captions are inserted for convenience of reference and do not describe or limit the scope or intent of this Lease. No waiver, amendment, or discharge of this Lease shall be valid unless it is in writing and signed or consented to by the Party against whom enforcement of this Lease or any provision thereof is being sought. If any provision of this Lease is held by a court to be invalid or unenforceable, then the other provisions shall remain in effect. The language of this Lease 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 Lease or any specific term, provision, or condition. This Lease is hereby deemed to have been drafted by all the Parties, and no Party shall urge otherwise.

20.2 **Notices.** Unless otherwise provided in this Lease or by law, all notices required or permitted by this Lease or by law to be served on or delivered to a Party shall be in writing and deemed duly served, delivered and received when personally delivered or delivered by a recognized overnight courier service to the Party to whom directed, or instead, three Business Days after deposit in the U.S. mail, certified or registered, return receipt requested, first-class postage prepaid, addressed as indicated below. A Party may change this address by giving written notice of the change to the other Party. The Parties' addresses for this purpose are:

Landlord: City of Westfield
 2728 East 171st Street
 Westfield, Indiana 46074
 Attn: Director of Economic Development

Tenant: Downtown Westfield Community Development Corporation
 One Indiana Square, Suite 2300
 Indianapolis, Indiana 46204
 Attn: President

20.3 **Holdover.** If Tenant remains in possession of the Premises or any part of it after the expiration or earlier termination of this Lease, then such occupancy shall be a tenancy from month-to-month subject to all provisions of this Lease pertaining to Tenant's obligations. Nothing in this Section or elsewhere in this Lease shall be construed to give Tenant the right to hold over after the expiration or earlier termination of this Lease, Tenant waives any right to post with a court a bond or other written undertaking to remain in possession of the Premises after the expiration or earlier termination of this Lease, and Landlord may exercise any and all remedies at law or in equity to recover possession of the Premises. Tenant hereby waives any right to post with a court a written undertaking to remain in possession of the Premises after the expiration of the Term. The covenants of this Section shall survive the expiration or termination of this Lease.

20.4 **Attorneys' Fees.** Subject to Article XVII, in the event either party brings any suit or other proceeding with respect to the subject matter or enforcement of this Lease, and prevails in the action (as determined by the court, agency or other authority before which such suit or proceeding is commenced), the defaulting party shall, in addition to such other relief as may be awarded, pay to the prevailing party its reasonable attorneys' fees and court costs.

20.5 **Landlord's Access.** Landlord and its agents shall have the right to enter the Premises at all reasonable times upon 48-hours' prior notice to Tenant (which notice may be oral or electronic only) for the purpose of inspecting the Premises and showing the Premises to prospective purchasers or, during the last two years of the Term, lessees. Landlord shall also have the right to enter the Premises without prior notice in the event of an emergency condition or situation affecting life safety. Any entry in accordance with this Section shall not constitute eviction (including constructive eviction) of Tenant in whole or in part and Rent in no way shall abate. Landlord shall use commercially reasonable efforts to minimize disruption to Tenant's construction and business operations in or on the Premises in connection with any such entry.

20.6 **Landlord Consent.** Notwithstanding anything in this Lease to the contrary, with respect to any provision of this Lease which requires Landlord's consent or approval, Tenant shall not be entitled to make, nor shall Tenant make, any claim for (and Tenant hereby waives any claim for), money damages as a result of any claim by Tenant that Landlord has unreasonably withheld or unreasonably delayed any consent or approval, but Tenant's sole remedy shall be an action or proceeding to enforce such provision, or for specific performance, injunction, or declaratory judgment.

20.7 **Governing Law; Forum.** This Lease shall be governed by, and construed and enforced in accordance with, the laws of the State (without regard to principles of conflicts of law). In any proceeding involving this Lease, the proper place of trial or hearing shall be the state or federal courts having situs in or jurisdiction over Hamilton County, Indiana. The parties irrevocably submit to the jurisdiction of the federal, state, and county courts in, or having jurisdiction over, Hamilton County, Indiana.

20.8 **Quiet Possession.** So long as no Event of Default exists, Tenant shall have quiet possession of the Premises free from any interference by any Person claiming by, through, or on account of Landlord throughout the Term, subject to all provisions of this Lease.

20.9 **Entire Agreement.** This Lease contains the entire understanding of the undersigned with respect to the transactions contemplated hereby and supersedes all prior understandings relating to the subject matter hereof.

20.10 **Memorandum of Lease.** This Lease shall not be recorded. On or after the Commencement Date, the Parties shall execute and acknowledge, in a manner suitable for recording, a memorandum of lease in substantially the form attached as **Exhibit C**, which memorandum may be recorded by either Party at the cost of the Party requesting recordation. Upon the expiration or termination of this Lease, Tenant shall promptly execute and deliver to Landlord a release of such memorandum in recordable form and otherwise in form necessary to cause such short form to be released of record against the Premises. Landlord may seek all remedies at law or in equity to cause Tenant to satisfy its obligations with respect to such release, including injunction and specific performance. The terms of this Section shall survive the expiration or termination of this Lease.

20.11 **Execution.** This Lease may be executed in counterparts, each of which shall be deemed an original. A facsimile, pdf, or electronic counterpart of this Lease shall be equally as effective as a manually executed counterpart.

20.12 **Non-Recourse to Landlord.** Notwithstanding anything to the contrary in this Lease, the liability of Landlord to Tenant for any default by Landlord under this Lease or arising in connection with any Related Document or any other ancillary agreement or Landlord's ownership or operation of the Premises shall be limited to the interest of Landlord in the Premises. Tenant agrees to look solely to

Landlord's interest in the Premises for the recovery of any judgment against Landlord, and Landlord shall not be otherwise or personally liable for any such judgment.

20.13 **Modifications**. This Lease cannot be changed orally, and no executory agreement shall be effective to waive, change, modify, or discharge it in whole or in part unless such executory agreement is in writing and is signed by both Parties.

20.14 **No Third-Party Beneficiary**. The provisions of this Lease are and will be for the benefit of Landlord and Tenant only and are not for the benefit of any third Person, and, accordingly, no third Person shall have the right to enforce the provisions of this Lease.

20.15 **No Joint Venture**. This Lease is an agreement among independent contracting parties. This Lease shall not in any manner be construed as creating a joint venture or partnership, and each Party shall be solely responsible for all actions it takes and expenses it incurs in carrying out its obligations under this Lease.

20.16 **Exhibits**. All exhibits referenced in this Lease are attached hereto and incorporated herein by reference.

20.17 **Broker**. Landlord and Tenant hereby warrant and represent that no person is entitled to a commission or other fee in connection with this Lease. Each of Landlord and Tenant shall indemnify and hold harmless from and against any and all claims, actions, causes of action, liabilities, penalties, forfeitures, damages, losses, expenses, fees, commissions, and other compensation incurred by the other pursuant to, or in connection with, the breach of such party's warranties, representations, and/or agreements set forth in this Section. The terms and conditions of this Section shall survive the termination of this Lease. Landlord's obligations hereunder shall be limited by applicable state and federal statutes and constitutional provisions protecting the exposure and liability Landlord (including, without limitation, the terms of Indiana's Tort Claims Act), so that Landlord's obligations to indemnify and hold harmless hereunder shall not exceed what might have been Landlord's to a claimant had Landlord been sued directly by the claimant and all appropriate defenses had been raised by Landlord.

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

20.19 **Counsel and Understanding**. Each Party warrants that: (a) it is represented by competent counsel with respect to this Lease 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 Lease or has waived the right to be so advised; and (c) it fully understands this Agreement and the effect of signing and executing it.

20.20 **Non-Discrimination**. Landlord and Tenant, and any subtenants thereof, shall not discriminate against any employee or applicant for employment to be employed in the performance this Lease, with respect to his or her hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment, because of his or her race, religion, color, sex, disability, national origin, or ancestry.

ARTICLE XXI

Additional Representations and Warranties

As of the Commencement Date, each of Landlord and Tenant, as applicable, represents and warrants to the other as follows:

21.1 **Due Organization.** Tenant is duly organized, validly existing, and, where applicable, in good standing under the laws of its state of organization/formation. Each of Tenant and Landlord is qualified to do business in the State, and has full power, authority, and legal right to execute and deliver and to perform and observe the provisions of this Lease to be observed and/or performed by such Party.

21.2 **Due Authorization.** This Lease has been duly authorized, executed and delivered by Landlord or Tenant, as the case may be, and constitutes and will constitute the valid and binding obligations of Landlord or Tenant, as the case may be, enforceable against such Party in accordance with its terms, except as such enforceability may be limited by creditors rights, laws and general principles of equity.

21.3 **OFAC Certification.** Tenant and Landlord each certify, as to itself only, that: (a) it is not acting, directly or indirectly, for or on behalf of any person, group, entity, or nation named by an Executive Order, the United States Treasury Department or Department of Homeland Security as a terrorist, "Specifically Designated National and Blocked Person" or other banned or blocked person, entity, nation or transaction pursuant to any law, order, rule, or regulation that is enforced or administered by the Office of Foreign Assets Control or Department of Homeland Security; and (b) it is not engaged in this Lease, directly or indirectly, on behalf of, or instigating or facilitating this Lease, directly or indirectly on behalf of, any such person, group, entity or nation.

Signature Page Follows

IN WITNESS WHEREOF, Landlord and Tenant have executed this Lease as of the Effective Date.

LANDLORD:

CITY OF WESTFIELD, INDIANA,

By: _____

Printed: _____

Title: _____

TENANT:

DOWNTOWN WESTFIELD COMMUNITY
DEVELOPMENT CORPORATION,
an Indiana nonprofit corporation

By: _____
Jim Ake, President

EXHIBIT A

THE LAND

The East half of Lot Numbered 35 in Abel Doan's, an addition to the City of Westfield, Hamilton County, Indiana, as per plat thereof recorded in Deed Record 49, pages 516-517, in the Office of the Recorder of Hamilton County, Indiana.

Property address: 330 Jersey St., Westfield, Indiana 46074

SEVENTY-FIVE (75) FEET OFF OF THE WEST SIDE OF LOT NUMBERED FOUR (4) IN ROBERTS ADDITION, AS PER PLAT THEREOF RECORDED IN DEED RECORD 39, PAGE 433 IN THE OFFICE OF THE RECORDER OF HAMILTON COUNTY, INDIANA.

Property address: 204 Jersey St., Westfield, Indiana 46074

EXHIBIT B

GLOSSARY OF CERTAIN DEFINED TERMS

“Additional Rent” — as defined in Section 3.3.

“Affiliate” — with reference to any Person, any Person who directly or indirectly Controls, is Controlled by, or is under common Control with such Person.

“Award” — all compensation, sums or anything of value awarded, paid, or received for a Total, Substantial or Partial Taking, whether pursuant to judgment, agreement, or otherwise, including damages and interest.

“Bankruptcy Proceeding” — any of the actions or events described in Section 16.1(e).

“Base Rent” — the annual rental specified in Section 3.2.

“City” — the City of Westfield, Indiana.

“Claims” — as defined in Section 19.1.

“Commencement Date” — as defined in Section 1.6.

“Construction Cost” — the entire cost of a work of improvement including the cost of labor, material, reasonable profit to contractors and subcontractors and any other cost that would constitute the basis of a valid claim or claims against the Premises under the applicable mechanic’s lien laws in effect at the time work is commenced.

“Control” (including the correlates of “Controlled” and “Controlling”) — the possession, directly or indirectly, (including through one or more intermediaries) of the power to direct or cause the direction of the management and policies of a given Person, through the ownership or control of voting securities, partnership interests or other equity interests or otherwise.

“Covered Claim” — as defined in Section 19.2.

“Default Notice” — as defined in Section 12.2(b).

“Default Rate” — as defined in Section 3.5.

“Effective Date” — as defined in Opening Paragraph of Lease.

“Event of Default” — as defined in Section 16.1.

“Excluded Claims” — as defined in Section 19.1.

“Exercise Notice” — as defined in 17.1(a).

“Final Plans” — as defined in Section 9.1(a).

“Hazardous Materials” — any material, substance or waste that is or has the characteristic of being hazardous, toxic, ignitable, reactive or corrosive, including petroleum, PCBs, mold, asbestos, materials known to cause cancer or reproductive problems and all other materials, substances and/or wastes (including infectious, medical, and potentially infectious biomedical waste), which are or later become regulated by any local governmental authority, the State or the United States, including

substances defined as “hazardous substances,” “hazardous materials,” “toxic substances” or “hazardous wastes” in any Hazardous Materials Laws.

“Hazardous Materials Laws” — the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. § 9601, et seq.; the Hazardous Materials Transportation Act, 49 U.S.C. § 5101, et seq.; the Resource Conservation and Recovery Act, 42 U.S.C. § 6901, et seq.; all corresponding, related and applicable State and local statutes, ordinances and regulations, including any dealing with underground storage tanks; and in any other applicable environmental law, regulation, or ordinance now existing or later enacted.

“Impositions” — as defined in Section 4.1.

“Improvements” — all improvements located on the Premises from time to time, including, without limitation and as applicable, buildings, excavations, grading, utility installations, foundations, footings, paving, trees, bushes, vines, plantings, landscaping, furnaces, boilers, machinery, engines, motors, compressors, fittings, pipings, connections, conduits, ducts, electrical wiring and outlets, air conditioners, partitions, ceilings, lighting fixtures, and switches; floor covering, equipment of every kind and description now or hereafter used or procured for use in connection with heating, cooling, lighting, plumbing, ventilating, air conditioning, refrigeration, cleaning, or general operation of such buildings or other structures, and all replacements and substitutions for any and all of the foregoing. The term “Improvements” shall not include any items that are Personal Property to the extent that any such item would otherwise be included in the foregoing definition.

“Land” — the real property described in **Exhibit A**.

“Lease” — this Ground Lease, its attachments, exhibits, and writings incorporated by reference, or any modifications thereof agreed to in writing by Landlord and Tenant.

“Lease Year” — each period of 12 full calendar months commencing on the Commencement Date, except that, if the Commencement Date occurs on a date other than the first day of the calendar month, then: (a) the initial Lease Year shall include the partial month from the Commencement Date until the last day of the calendar month in which the Commencement Date occurs; and (b) each subsequent Lease Year shall begin on the anniversary of the date immediately following the end of the initial Lease Year.

“Legal Requirements” — all applicable federal, state, county, municipal, and other governmental statutes, laws (including common law, Hazardous Materials Laws, and the requirements of the Americans with Disabilities Act), rules, policies, guidance, building and other codes, orders, regulations, ordinances, permits, licenses, covenants, conditions, restrictions, judgments, decrees, and injunctions, including those affecting the Premises, the Personal Property, and/or the construction, use, or alteration thereof, including, without limitation, those that may: (a) require repairs, modifications or alterations in or to the Premises and/or the Personal Property; (b) in any way adversely affect the use and enjoyment thereof; or (c) regulate the transport, handling, use, storage or disposal or require the cleanup or other treatment of any Hazardous Materials.

“Major Construction” — any construction, repair, alteration, or addition to the Land or the Improvements: (a) the Construction Cost of which exceeds \$250,000, as may be equitably increased upon notice by Landlord to Tenant not more than once every five years; or (b) that is either visible from outside the Improvements or impacts the exterior or structural elements of the Improvements.

“Minor Construction” — any construction, repair, alteration, or addition to the Improvements that is not Major Construction.

“Mortgage” — as defined in Section 12.2.

“Mortgagee” – as defined in Section 12.2.

“Notice of Intended Taking” — any notice which a reasonably prudent Person would interpret as expressing a governmental agency’s existing intention of Taking (as distinguished from a mere preliminary inquiry or proposal), including service of a condemnation summons and complaint on a Party. The notice is considered to have been received when a Party receives from the condemning agency or entity a notice of intent to take, in writing, containing a description or map reasonably defining the extent of the Taking.

“Option to Purchase” – as defined in Section 17.1.

“Party” or **“Parties”** — either Landlord or Tenant or both as the context requires.

“Partial Taking” — any Taking that is not either a Total Taking or a Substantial Taking.

“Permitted Transferee” – as defined in Section 13.2.

“Person” — a person or persons or entity or entities or any combination of persons and entities.

“Personal Property” — all personal property of Tenant located on the Premises which either is not affixed to the Premises or, if so affixed, can be readily detached and removed without material damage to the Premises, including but not limited to all furniture, furnishings (other than draperies or other window coverings), decorations, bookcases, movable partitions, trade fixtures, special lighting fixtures, equipment (including office equipment), appliances, racks, bins, display cases, and merchandise. Personal Property shall not include heating, cooling, lighting, plumbing, ventilating or air conditioning equipment, pipes, fittings, connections, conduits, ducts, wiring, or any other component of the operating systems of the Improvements.

“Premises” – collectively, the Land and the Improvements, together with any and all easements or other rights appurtenant thereto and all rights and appurtenances in connection with any of the foregoing.

“Purchase Agreement” – as defined in Section 17.1(b).

“RDC” – the City of Westfield Redevelopment Commission.

“Related Documents” — collectively, any instruments, easements, and other agreements relating to and encumbering or recorded against all or any portion of the Premises in existence as of the Commencement Date, including, without limitation, any instruments, easements, and other agreements recorded against all or any portion of the Premises after the Commencement Date and approved by Tenant in accordance with the terms of this Lease.

“Rent” — as defined in Section 3.3.

“Successor Tenant” – as defined in Section 12.2(c).

“State” — the State of Indiana.

“Substantial Taking” — the Taking of so much of the Premises (or any part thereof) that one of the following conditions results:

(a) The remainder of the Premises could not be economically and feasibly used by Tenant, as determined by Tenant in its reasonable discretion; or

(b) A reasonable amount of reconstruction would not make the Premises a practical improvement reasonably suited for the uses and purposes for which the Premises are leased hereunder.

“Taking” — taking or damaging, including severance damage, by eminent domain or by inverse condemnation or for any public or quasi-public use under any statute. The transfer of title may be either a transfer resulting from the recording of a final order in condemnation or a voluntary transfer or conveyance to the condemning agency or entity under threat of condemnation, in avoidance of an exercise of eminent domain, or while condemnation proceedings are pending. Taking shall be considered to take place as of the later of:

(a) the date actual physical possession is taken by the condemning authority; or

(b) the date on which the right to compensation and damages accrues under Legal Requirements.

“Taxes” — as defined in Section 4.1.

“Tenant Parties” — as defined in Section 7.5(a).

“Tenant Responsible Contamination” — as defined in Section 7.5(b).

“Tenant’s Interest” — as defined in Section 12.1.

“Term” — as defined in Section 2.1.

“Termination Date” — as defined in Section 2.1.

“Total Taking” — any Taking by condemnation of the fee title to all the Premises and all the Improvements.

“Unavoidable Delay” — as defined in Section 16.4(a).

EXHIBIT C

MEMORANDUM OF GROUND LEASE

This Memorandum of Ground Lease ("**Memorandum**") is made as of January _____, 2026, by **the City of Westfield, Indiana** ("**Landlord**") and **Downtown Westfield Community Development Corporation**, an Indiana nonprofit corporation ("**Tenant**").

1. Landlord and Tenant have executed a Ground Lease (the "**Ground Lease**") dated January _____, 2026 by which Landlord leases to Tenant, and Tenant leases from Landlord, the real property located in Hamilton County, Indiana, and more particularly described on the attached **Exhibit A**, incorporated by reference (the "**Premises**").

2. The term of the Ground Lease commences on _____, 202__, and expires on June 30, 2055.

3. The Ground Lease contains an Option to Purchase in favor of the Tenant, upon terms and conditions as more particularly stated therein.

4. The Ground Lease contains many other provisions relating to the respective rights of Landlord and Tenant. For further information relating to the Ground Lease, reference is made to the Ground Lease itself. In the event of any inconsistency between the Ground Lease and this Memorandum, the Ground Lease shall control. Nothing contained herein shall be deemed to amend or modify in any way the terms of provisions of the Ground Lease. This Memorandum is being recorded for notice purposes only. This Memorandum may be executed in multiple counterparts, each of which shall be deemed an original.

Intending to be legally bound, the parties have executed this Memorandum as of the date first set forth above.

Signature Page and Notary Acknowledgments Follow

LANDLORD:

CITY OF WESTFIELD, INDIANA

By: _____

Printed: _____

Title: _____

STATE OF INDIANA

COUNTY OF HAMILTON, SS:

The foregoing instrument was acknowledged before me this _____ day of January, 2026,, by _____, the _____ of the City of Westfield, Indiana, on behalf of said entity.

Notary Public

TENANT:

DOWNTOWN WESTFIELD COMMUNITY DEVELOPMENT
CORPORATION, an Indiana nonprofit corporation

By: _____
Jim Ake, President

STATE OF INDIANA

COUNTY OF HAMILTON, SS:

The foregoing instrument was acknowledged before me this _____ day of January, 2026, by Jim Ake, the President of Downtown Westfield Community Development Corporation, on behalf of said entity.

Notary Public

This instrument was prepared by Ryan R. Wilmering, Esq., Wallack Somers & Haas, P.C., One Indiana Square, Suite 2300, Indianapolis, Indiana 46204. I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law.
Ryan R. Wilmering

EXHIBIT D

RESTRICTED USES

Tenant shall not use or occupy, nor permit any other Person to use or occupy, the Premises or any part thereof for any of the following uses:

1. Trailer or mobile home sales
2. Massage parlor, except for reputable retail salons such as Salon 01, Massage Envy, and Element
3. Gambling or off-track betting operation
4. Any operation primarily used as a warehouse operation and any assembling, manufacturing, refining, smelting, agricultural, or mining operation
5. Any mobile home park, trailer court, labor court, junkyard, or stockyard (except that this provision shall not prohibit the temporary use of construction trailers during periods of construction, reconstruction or maintenance)
6. Any dumping, disposing, incineration, or reduction of garbage (exclusive of garbage compactors located near the rear of any building)
7. Any central laundry and/or dry cleaning plant; provided that this prohibition shall not be applicable to on-site service oriented to pick up and delivery by the ultimate consumer, including nominal supporting facilities, where all laundering and dry cleaning is performed offsite, as the same may be found in retail shopping districts in the Indianapolis metropolitan area
8. Any automobile, truck, trailer, or recreational vehicles (new or used) sales, leasing, display, storage, or repair, except for those such as Tesla that may be found in Class A shopping malls
9. Any skating rink
10. Any veterinary hospital or animal raising facilities; provided that this prohibition shall not restrict a veterinary office or practice that does not include animal boarding
11. Any mortuary or blood bank
12. The operation of any establishment primarily engaged in selling, leasing, or exhibiting pornographic or indecent materials or the exhibits of pornographic or indecent performances
13. Gas station, car wash, or auto repair or body shop
14. Funeral home
15. So-called "head shop" or establishment selling or exhibiting paraphernalia for illegal drug use
16. Facility for any use which is illegal or dangerous or constitutes a public or private nuisance (as determined by community standard for the area in which the Premises is located)
17. Facility that dispenses petroleum products of any type
18. Gasoline and other energy sales
19. Utility trailer display or storage
20. Mini warehouse or storage facility
21. Shooting gallery
22. Pawn shop
23. Recycling facility or stockyard
24. Church or other house of worship
25. Factory, manufacturing, or warehousing (excluding warehousing incidental to otherwise permitted uses)
26. Psychic, tarot card reading, or any similar services
27. Bail bonds
28. Payroll loan/check cashing service
29. Sale of Christmas trees or pumpkins within the parking lot or other common areas
30. Sale of fireworks
31. Storage of goods not intended to be sold from the Premises



January 28, 2026

Consent Agenda Item:

Performance Bond Acceptance

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

- Pulte Homes of Indiana, LLC, Finley Creek Estates, Bond #3003850, \$140,327.77, Erosion Control

Performance Bond Release

- CalAtlantic Homes of Indiana, Inc., Ashford Place, Section 2, Bond #1849083, \$54,126.00, Erosion & Sediment Control
- Chatham Hills, LLP, Chatham Village South Infrastructure, Bond #4172800, \$1,539,839.40, Storm Sewer & SSD, Concrete Curbs, Concrete Median, Arterial Street Pavement, Asphalt Trail, & Seeding & Erosion Control

Maintenance Bond Acceptance

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

- Midwest Paving, LLC, Chatham Village South Infrastructure, Bond #30263178, \$48,985.40, Concrete Curbs, Concrete Median, Arterial Street Pavement, including Asphalt Surface & Trails
- Gradex, Inc., Chatham Village South Infrastructure, Bond #30263274, \$87,600.00, Storm Sewer & SSD

Maintenance Bond Release

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

- M/I Homes of Indiana, LP, Scofield Farms, Section 6, Bond #SUR0077011, \$3,669.64, Erosion Control
- CalAtlantic Homes of Indiana, Inc., Ashford Place, Section 2, Bond #024072890-M, \$1,143.50, Common Area Sidewalks

Letter of Credit

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

- CHLL, LLC, Chatham Village Apartments, LOC #5178793-141, \$62,100.00, Storm Sewer & Erosion Control

Letter of Credit

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

- CHLL, LLC, Chatham Village Apartments, LOC #5178793-141, \$683,100.00, Storm Sewer & Erosion Control



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

Contact: Fire Chief

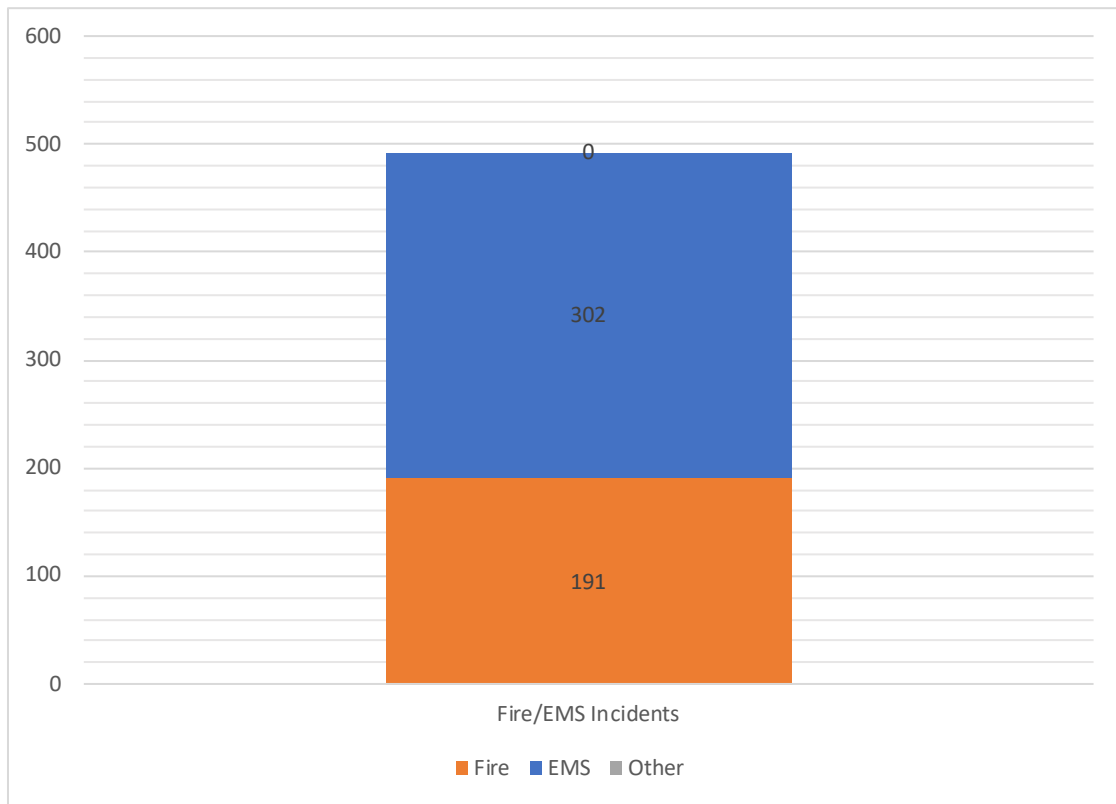
Rob Gaylor

Or Nikki Hartman

804-3304



Westfield Fire December 2025 Incident Statistics



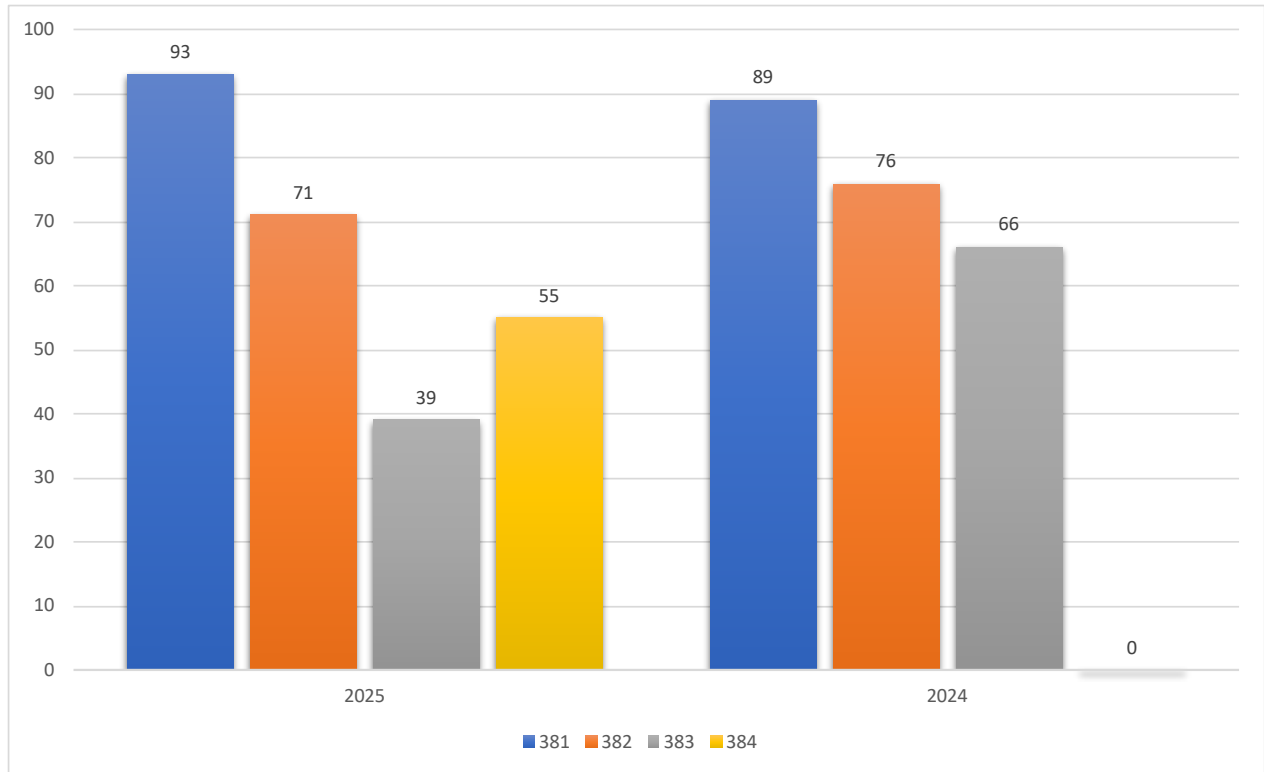
Fire/EMS Incidents				
Incident Type	Incident Counts	First Due	Total	Percent of Total
EMS	152	150	302	61%
Fire	107	84	191	39%
Other	0	0	0	0%
Total:	259	234	493	

Average 19.92 responses per day. Average turnout time 1:04. And a total of 589 apparatus response.



Westfield Fire December 2025 Incident Statistics

Data Incomplete after 12/14/2025. New Software begins 12/15/2025

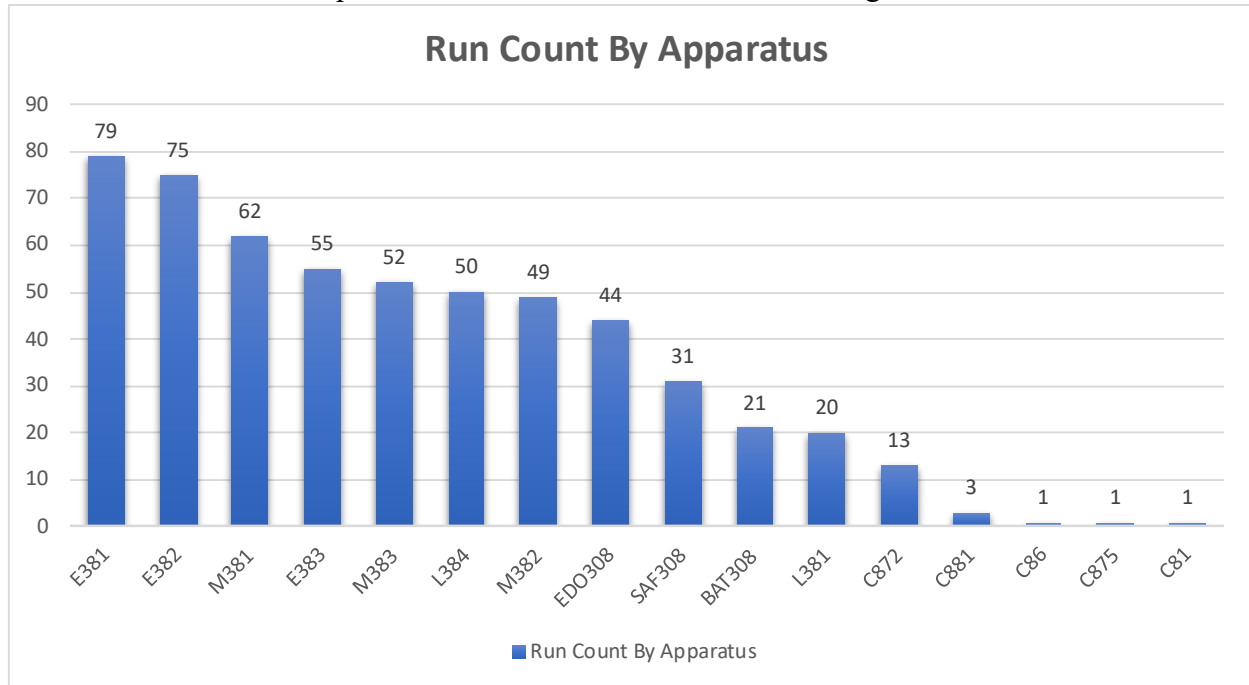


District Comparison - Month				
District	2025	2024	Difference	%
381	93	89	4	4%
382	71	76	-5	-7%
383	39	66	-27	-69%
384	55	0	55	100%
Unknown	3	0	3	
Total:	261	231	30	11.49%



Westfield Fire December 2025 Incident Statistics

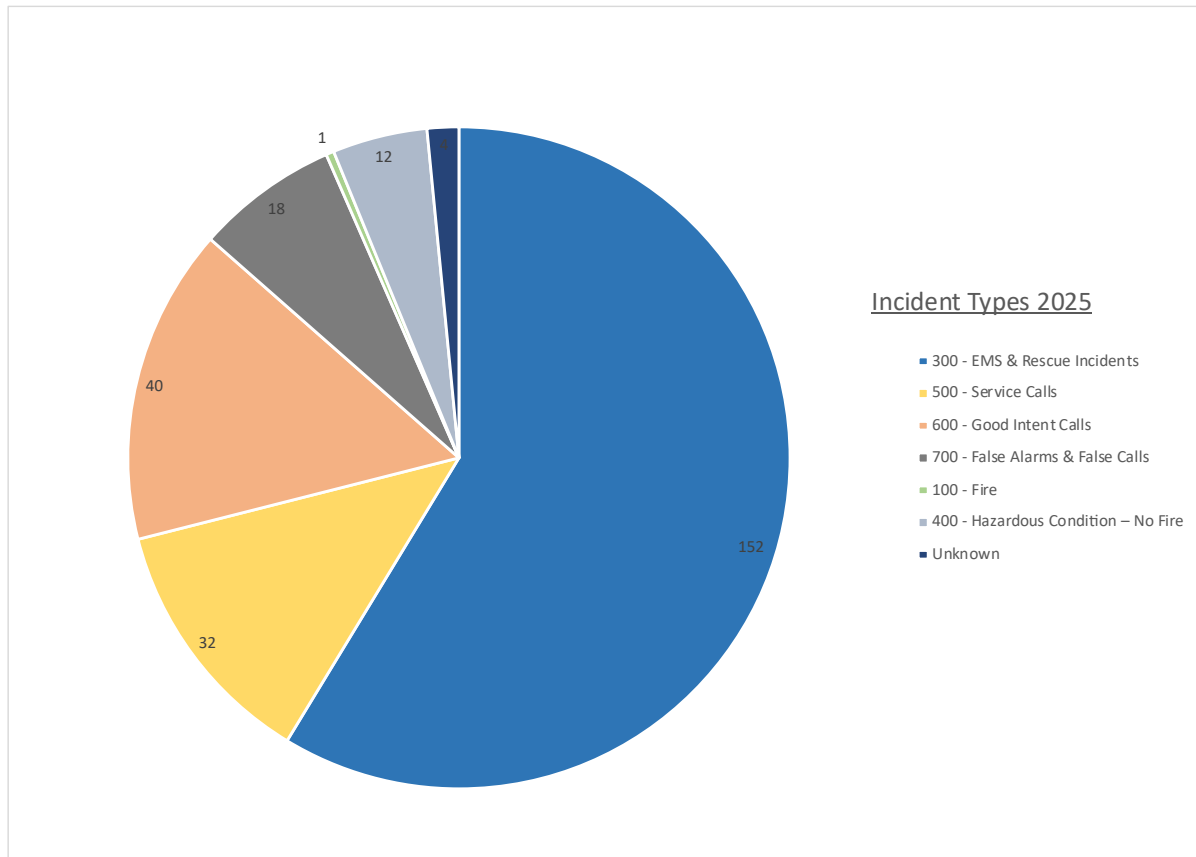
Data Incomplete after 12/14/2025. New Software begins 12/15/2025





Westfield Fire December 2025 Incident Statistics

Data Incomplete after 12/14/2025. New Software begins 12/15/2025

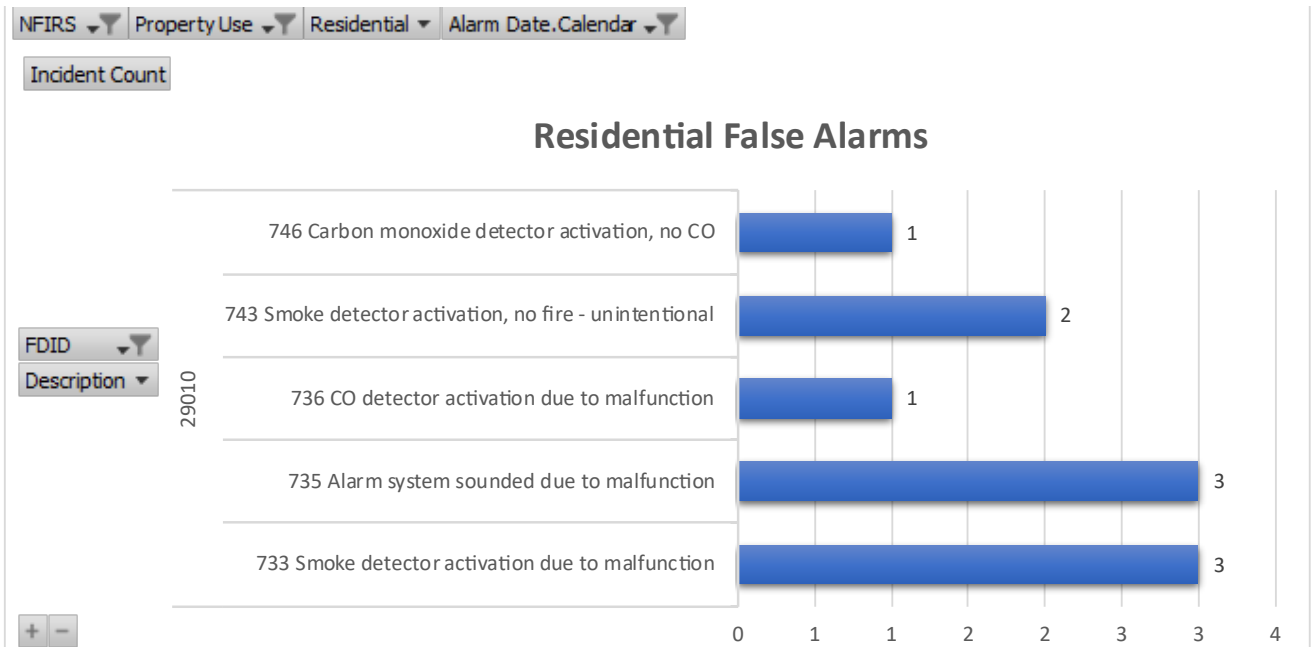


Incident Type	Count	Percent of calls
300 - EMS & Rescue Incidents	152	59%
500 - Service Calls	32	12%
600 - Good Intent Calls	40	15%
700 - False Alarms & False Calls	18	7%
100 - Fire	1	0%
400 - Hazardous Condition – No Fire	12	5%
Unknown	4	2%



Westfield Fire December 2025 Incident Statistics

Data Incomplete after 12/14/2025. New Software begins 12/15/2025

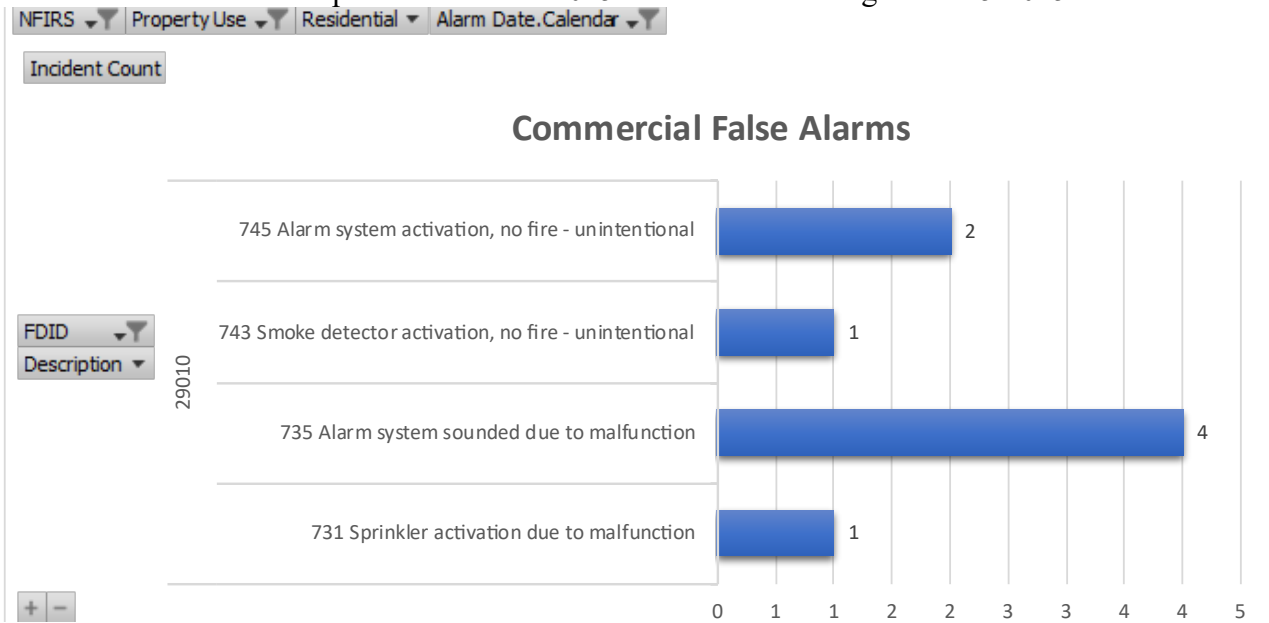


10 Residential Alarms



Westfield Fire December 2025 Incident Statistics

Data Incomplete after 12/14/2025. New Software begins 12/15/2025

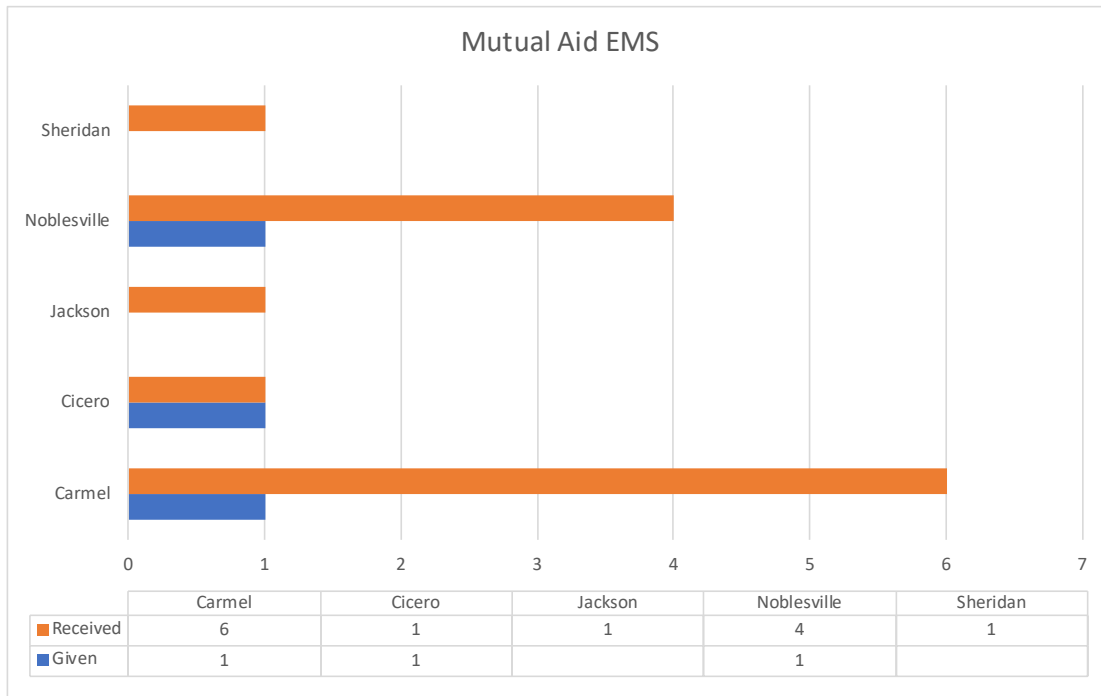


8 Commercial False Alarms



Westfield Fire December 2025 Incident Statistics

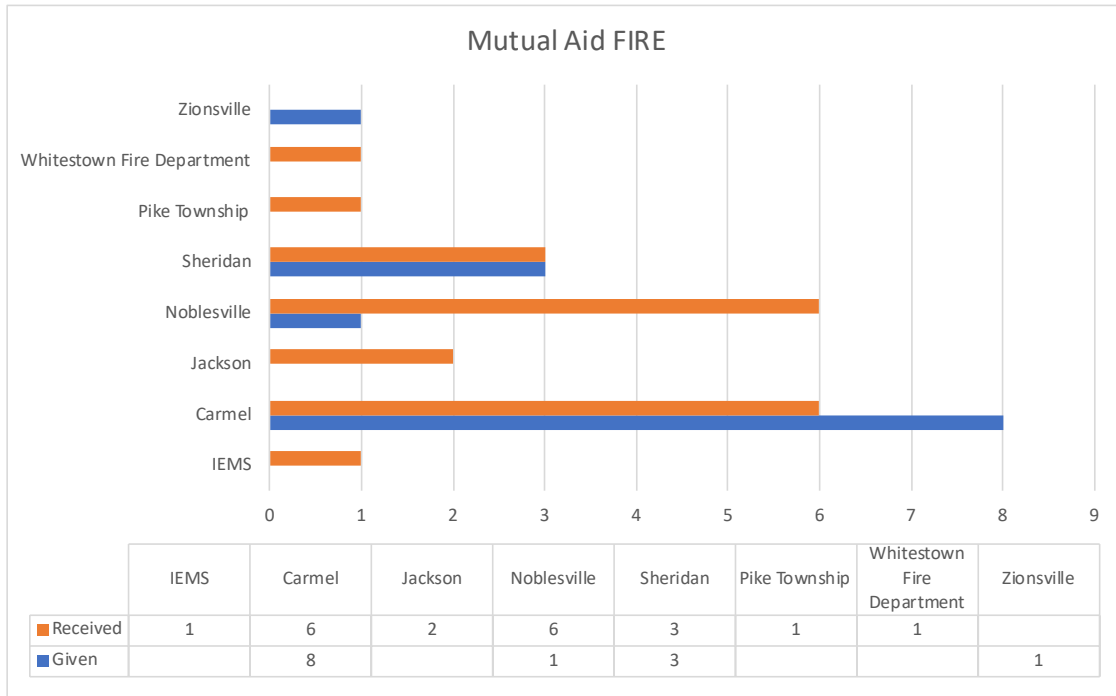
Data Incomplete after 12/14/2025. New Software begins 12/15/2025





Westfield Fire December 2025 Incident Statistics

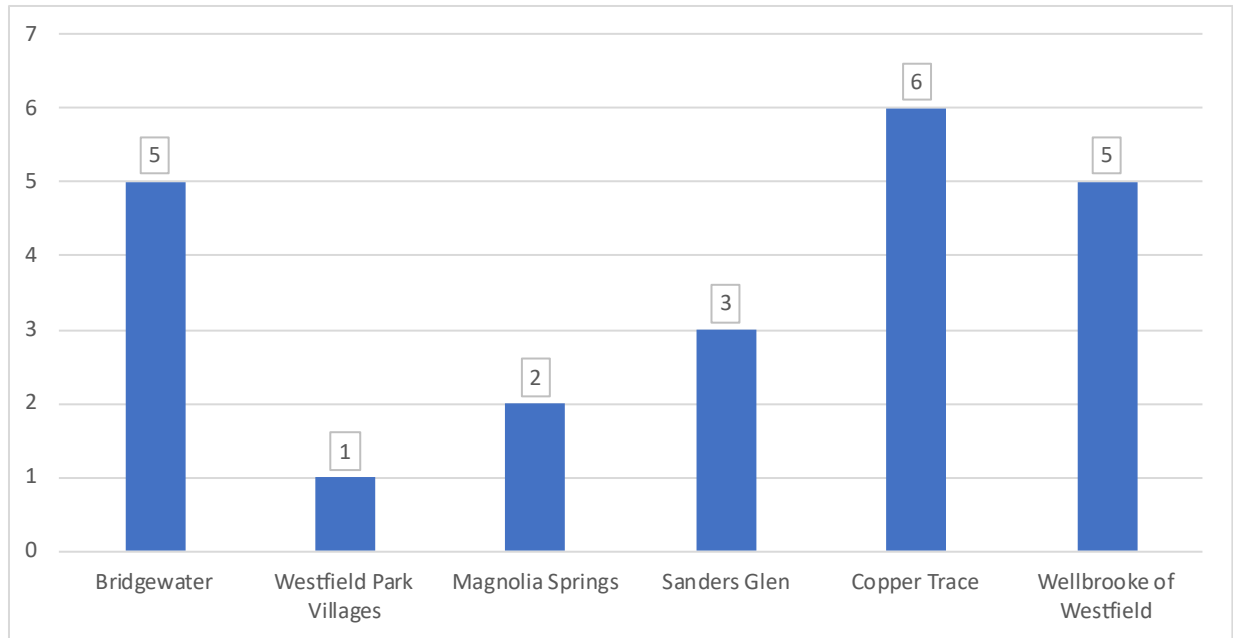
Data Incomplete after 12/14/2025. New Software begins 12/15/2025



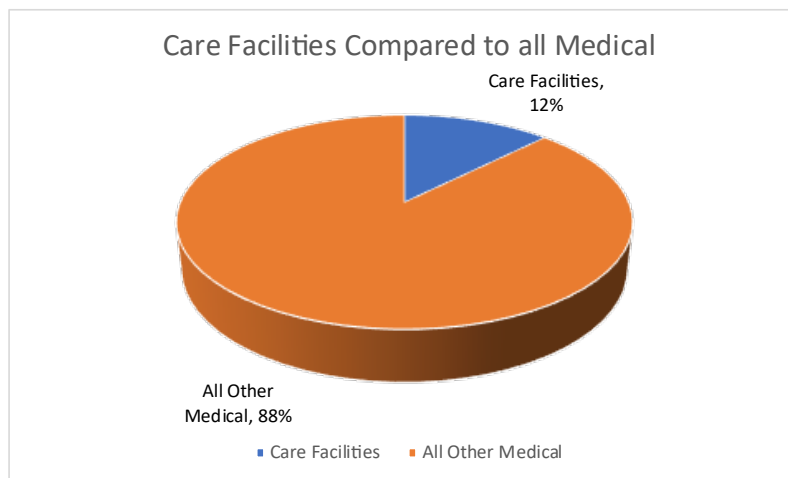


Westfield Fire December 2025 Incident Statistics

Data Incomplete after 12/14/2025. New Software begins 12/15/2025



Care Facilities		Incident Totals
Bridgewater		5
Westfield Park Villages		1
Magnolia Springs		2
Sanders Glen		3
Copper Trace		6
Wellbrooke of Westfield		5
		22





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

Contact: Fire Chief

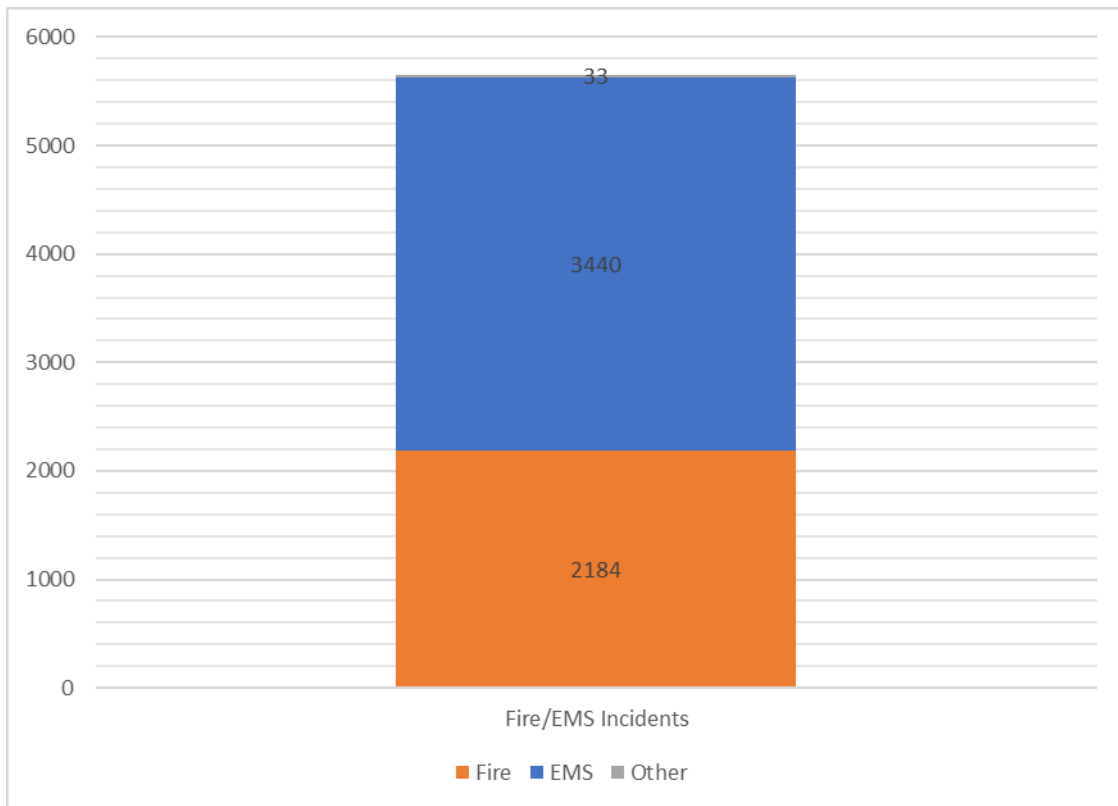
Rob Gaylor

Or Nikki Hartman

804-3304



Westfield Fire End of Year 2025 Incident Statistics



Fire/EMS Incidents				
Incident Type	Incident Counts	First Due - 12/15	Total	Percent of Total
EMS	3290	150	3440	61%
Fire	2100	84	2184	39%
Other	33	0	33	1%
Total:	5423	234	5657	

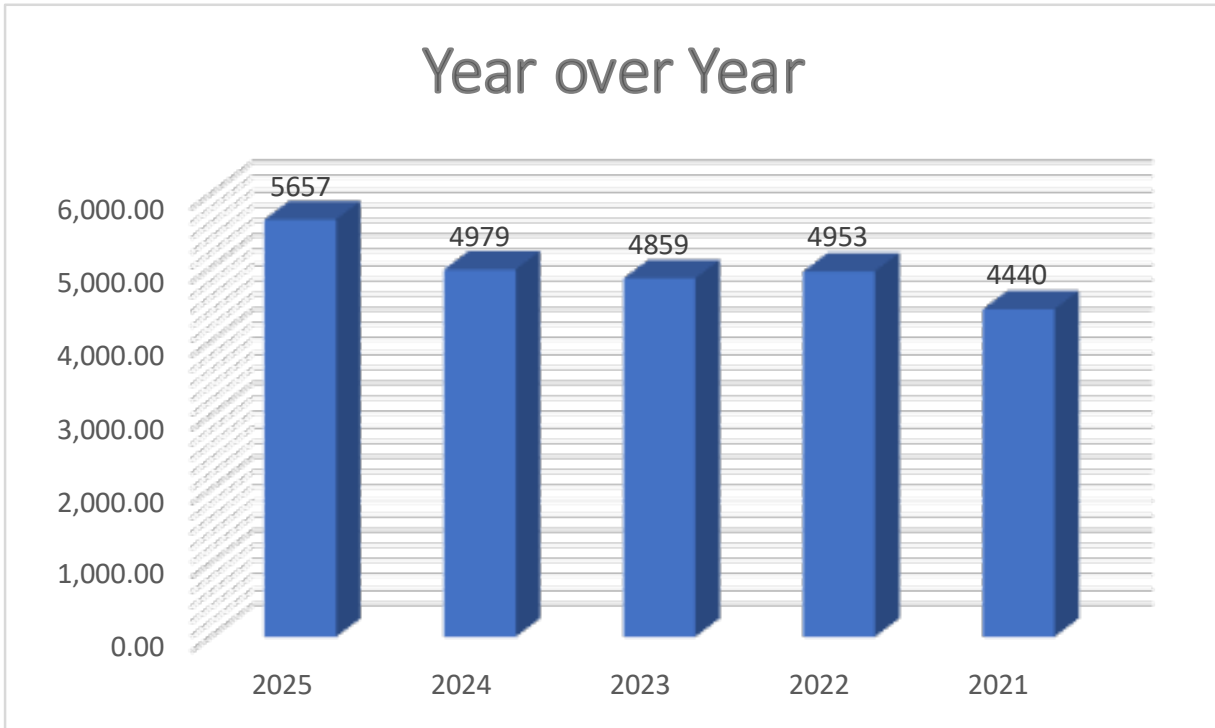
Average 15.63 response per day. Average turnout 1:09. And a total of 12,417 apparatus response.

Station 81 2,205 calls
 Station 82 1,322 calls
 Station 83 1,590 calls
 Station 84 271 calls
(Station 84 data only accurate from November 2025)



Westfield Fire End of Year 2025 Incident Statistics

Data Incomplete after 12/14/2025, New Software Implemented



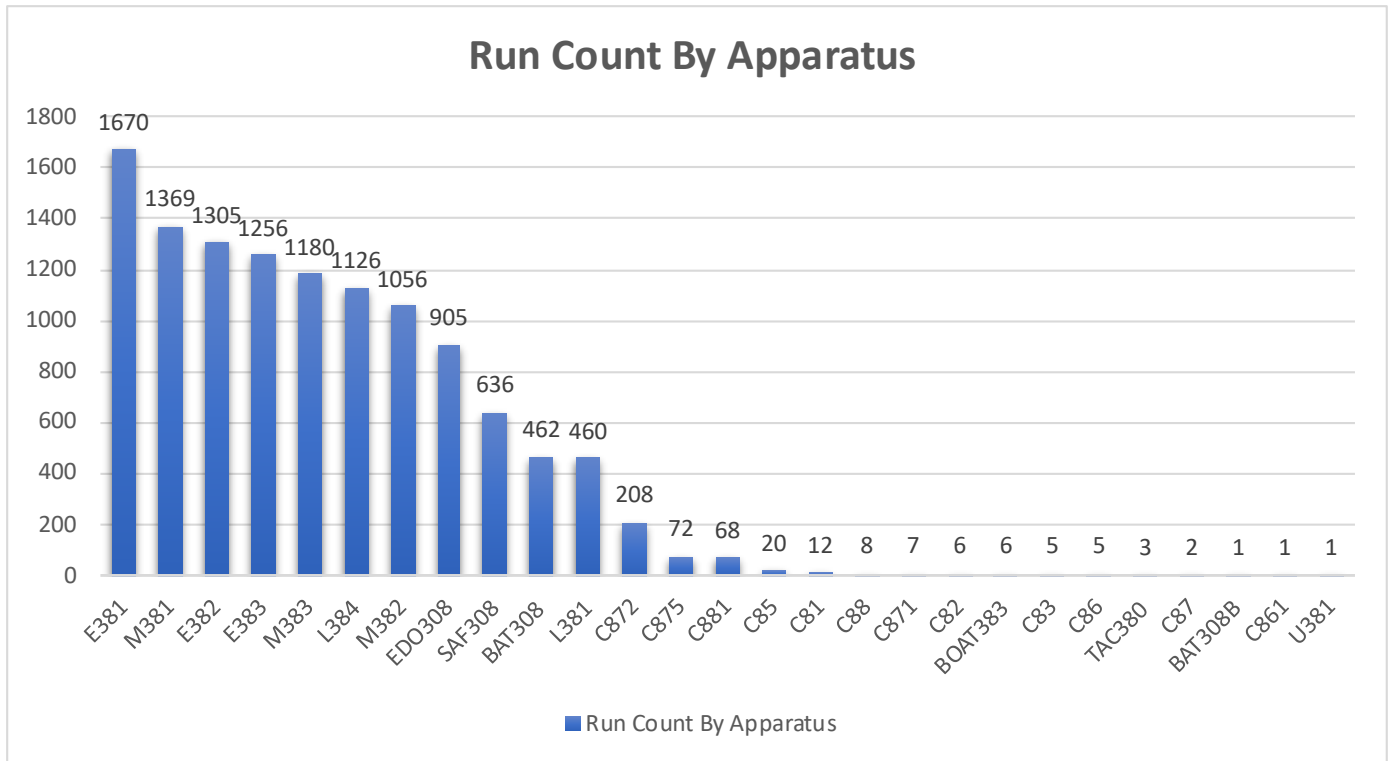
Year over Year			
Year	Count	Difference	Percent
2025	5657	678	12%
2024	4979	120	2%
2023	4859	-94	-2%
2022	4953	513	10%
2021	4440		



Westfield Fire End of Year 2025 Incident Statistics

Data Incomplete after 12/14/2025, New Software Implemented

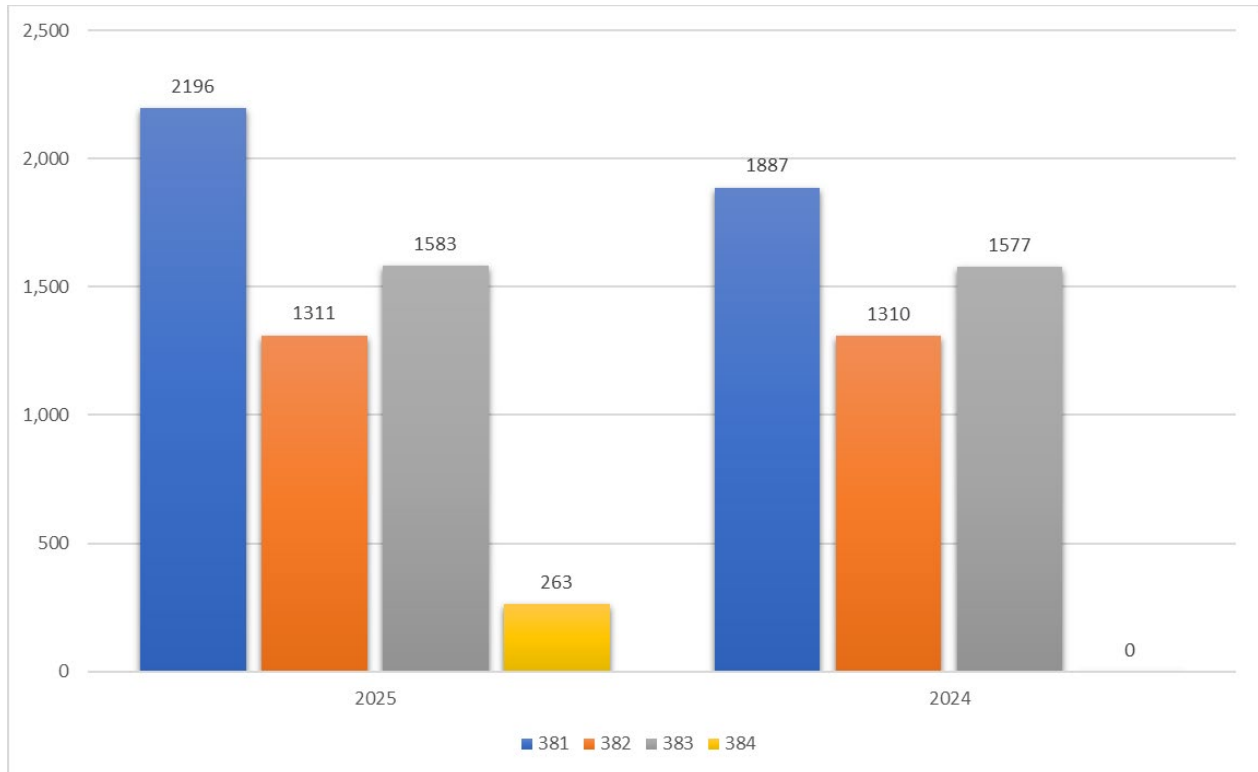
Busiest Apparatus





Westfield Fire End of Year 2025 Incident Statistics

Data Incomplete after 12/14/2025, New Software Implemented

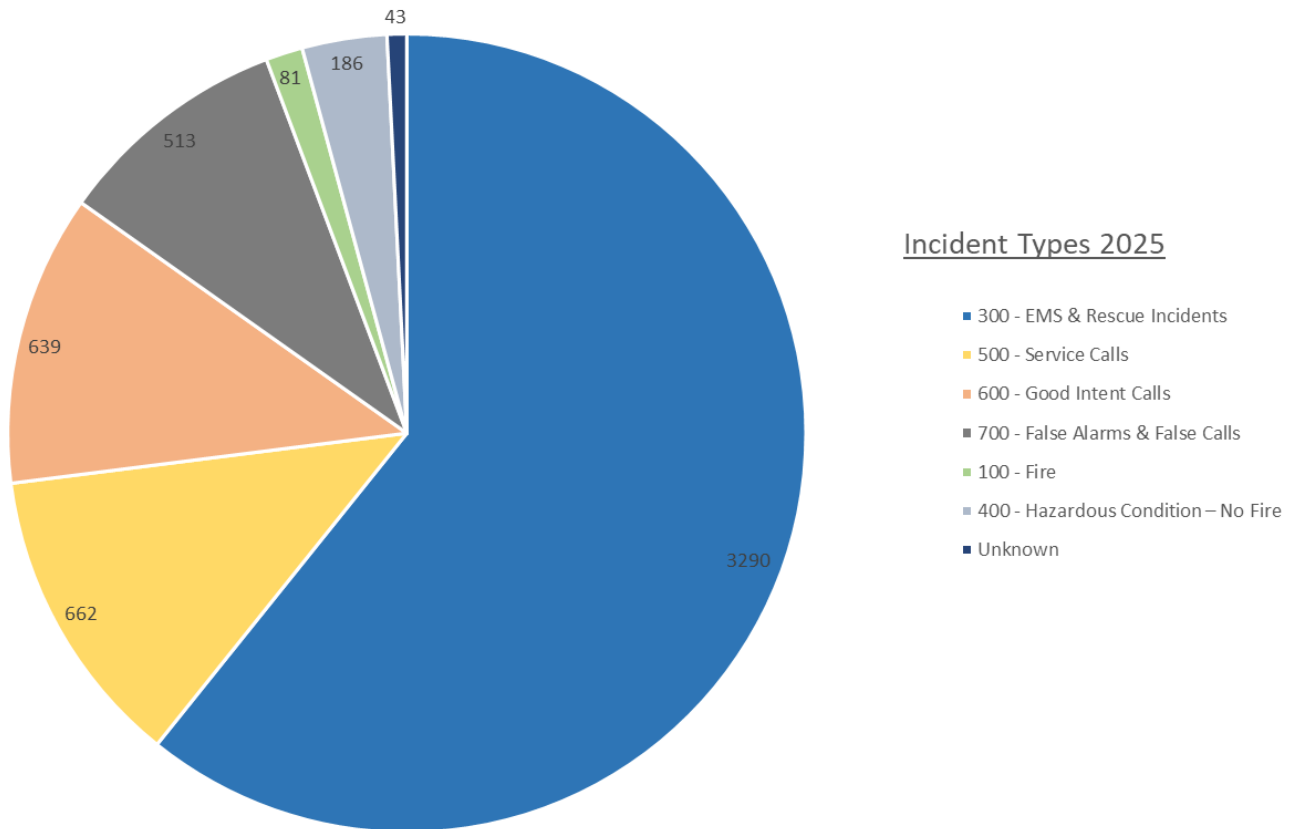


District Comparison - Month				
District	2025	2024	Difference	%
381	2196	1887	309	14%
382	1311	1310	1	0%
383	1583	1577	6	0%
384	263	0	263	100%
Unknown	70	7	63	
Total:	5423	4781	642	11.84%



Westfield Fire End of Year 2025 Incident Statistics

Data Incomplete after 12/14/2025, New Software Implemented



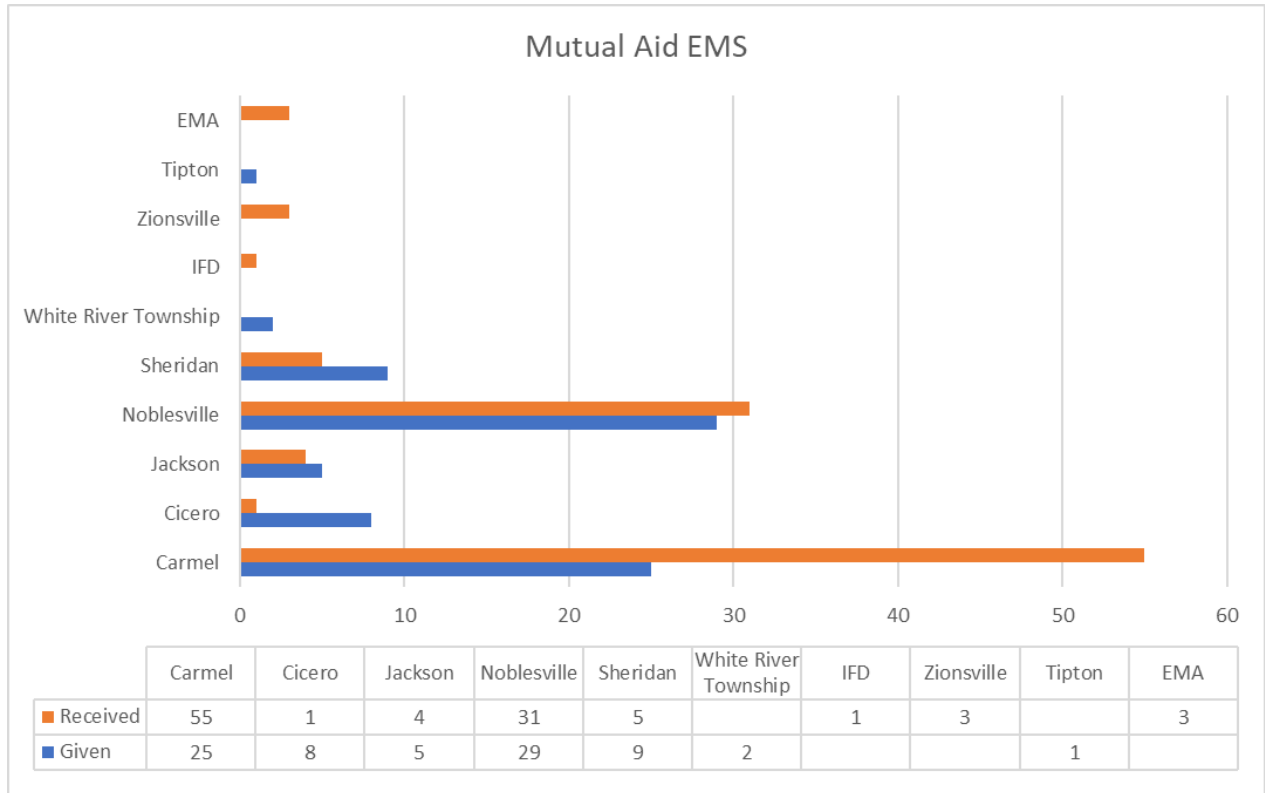
Incident Type	Count	Percent of calls
300 - EMS & Rescue Incidents	3290	61%
500 - Service Calls	662	12%
600 - Good Intent Calls	639	12%
700 - False Alarms & False Calls	513	9%
100 - Fire	81	1%
400 - Hazardous Condition – No Fire	186	3%
Unknown	43	1%



Westfield Fire End of Year 2025 Incident Statistics

Data Incomplete after 12/14/2025, New Software Implemented

Mutual Aid data

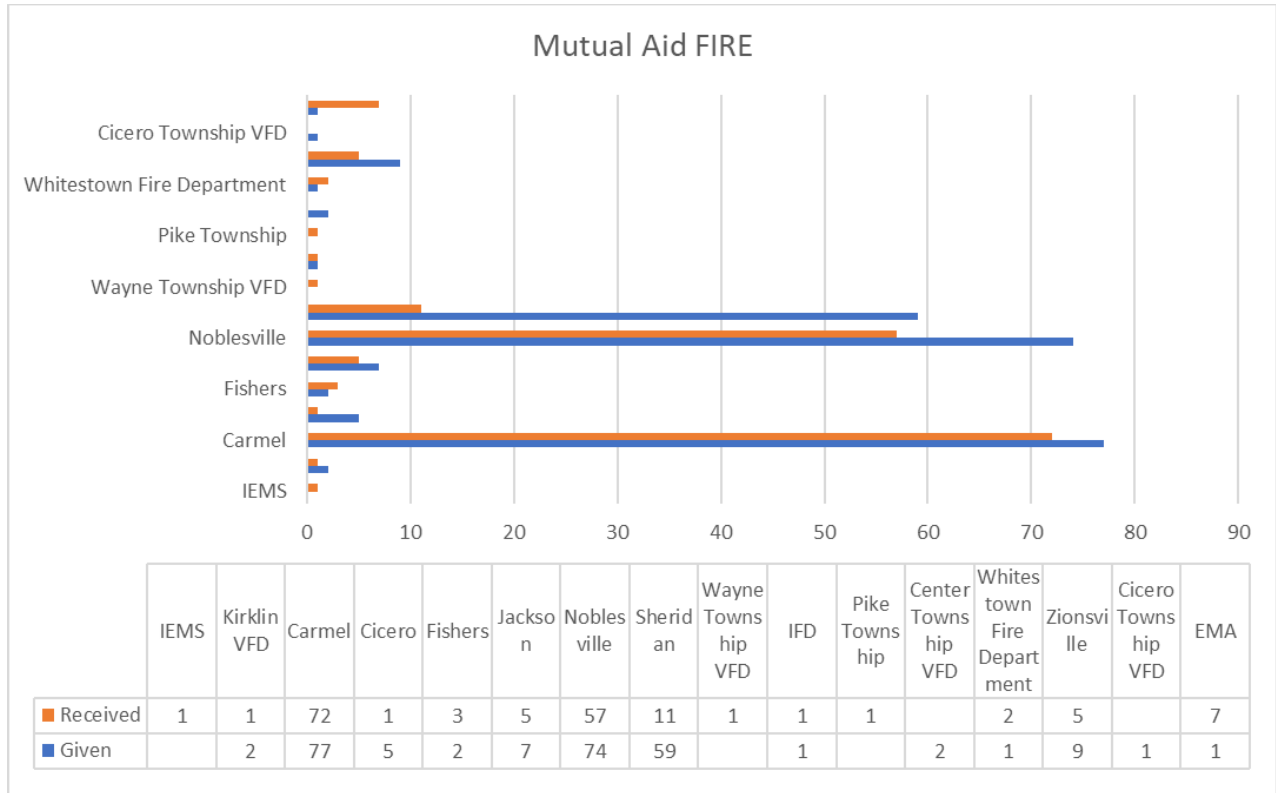


EMS			
FDID	Name	Given	Received
0197	IEMS		
12005	Kirklin VFD		
29003	Carmel	25	55
29004	Cicero	8	1
29005	Fishers		
29006	Jackson	5	4
29007	Noblesville	29	31
29008	Sheridan	9	5
29009	Wayne Township VFD		
29011	White River Township	2	
49009	IFD		1
49016	Pike Township		
6002	Center Township VFD		
6007	Whitestown Fire Department		
6008	Zionsville		3
80005	Tipton	1	
80007	Cicero Township VFD		
EMA	EMA		3



Westfield Fire End of Year 2025 Incident Statistics

Data Incomplete after 12/14/2025, New Software Implemented

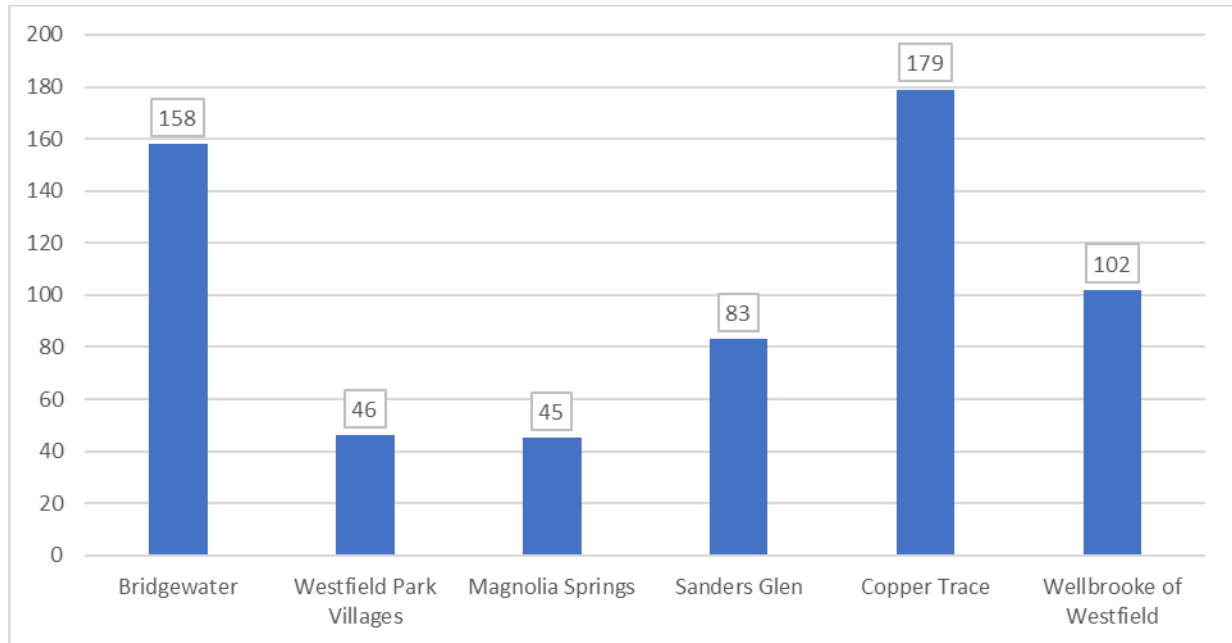


FIRE			
FDID	Name	Given	Received
0197	IEMS		1
12005	Kirklin VFD	2	1
29003	Carmel	77	72
29004	Cicero	5	1
29005	Fishers	2	3
29006	Jackson	7	5
29007	Noblesville	74	57
29008	Sheridan	59	11
29009	Wayne Township VFD		1
29011	White River Township		
49009	IFD	1	1
49016	Pike Township		1
6002	Center Township VFD	2	
6007	Whitestown Fire Department	1	2
6008	Zionsville	9	5
80005	Tipton		
80007	Cicero Township VFD	1	
EMA	EMA	1	7



Westfield Fire End of Year 2025 Incident Statistics

Data Incomplete after 12/14/2025, New Software Implemented

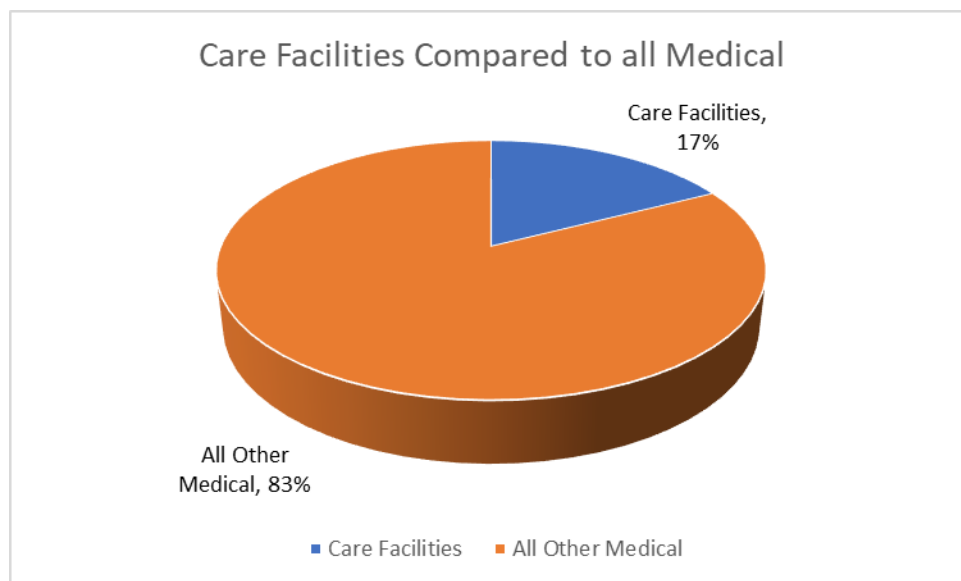
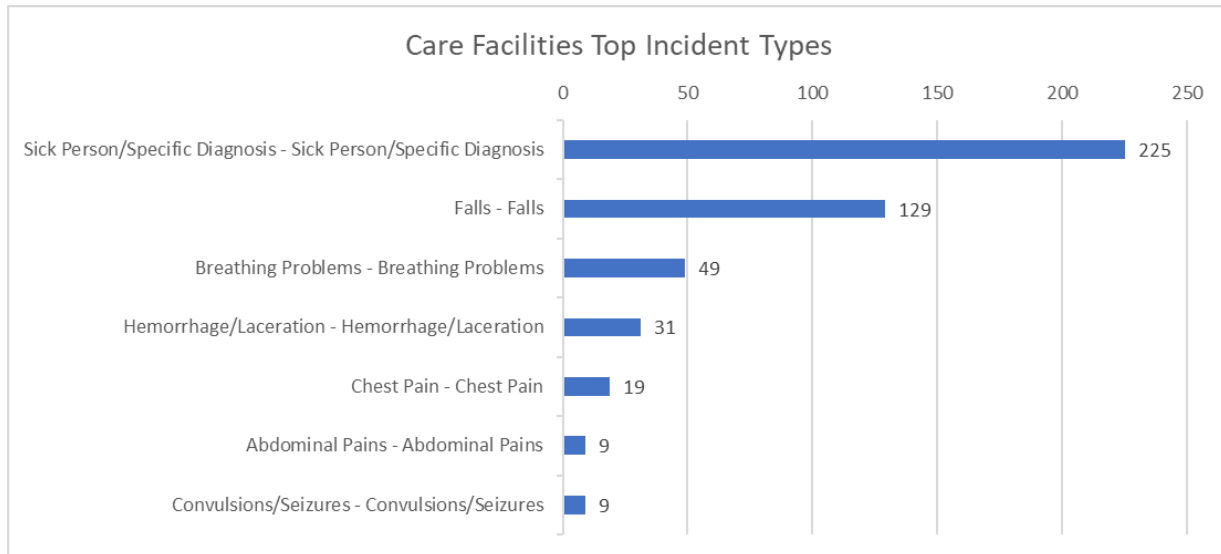


Care Facilities	Incident Totals
Bridgewater	158
Westfield Park Villages	46
Magnolia Springs	45
Sanders Glen	83
Copper Trace	179
Wellbrooke of Westfield	102
	613



Westfield Fire End of Year 2025 Incident Statistics

Data Incomplete after 12/14/2025, New Software Implemented





Board of Public Works & Safety December 2025

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WESTFIELD POLICE DEPARTMENT

December 2025

Events by Nature

Incident Type	Count
911 Hang Up	25
Abandoned Vehicle	10
Abandonment	0
Abuse / Neglect	1
Accident - Hit & Run PD	24
Accident - Hit & Run PI	0
Accident - Other	1
Accident - Property Damage	138
Accident - Personal Injury	14
Accident - Sinking Vehicle	2
Accident - Unknown	6
Accelerator Stuck	0
Active Assailant	0
Alarm - Other	3
Alarm - Vehicle	0
Alarm - Burglar	109
Alarm - Hold Up	13
Animal Bite / Attack	0
Animal Complaint	34
Assist Fire	42
Assist Other Department	15
Assist Public	52
Battery	2
Bike Patrol	0
Bomb Device Found	1
Bomb Threat	0
Burglary	1
Carjacking	0
Case Follow Up	128
Child Seat Inspection	4
Civil Dispute	19
Criminal Mischief	13
Damage to Property	0
Death Investigation	2
Directed Patrol	283
Disturbance	22
Domestic	0
Driving Complaint	94
Drug Complaint	12
Drug Lab	0
Escort	0
Fail to Return Comm Corrections	0
Fight	0
Firearms Shots Fired	4
Foot Patrols	228
Found / Lost Property	11
Found Person	0

WESTFIELD POLICE DEPARTMENT

December 2025

Events by Nature

Incident Type	Count
Fraud Prescription	0
Fraud / Deception	33
Harassment	16
Intoxicated Person	1
Investigation	10
Investigative Stop	0
Juvenile Complaint	8
K9 Detail	8
Kidnapping	0
Lock Out	37
Loud Party	2
Mental Emotional - Violent	9
Mental Emotial/Suicide Attempt	2
Mental Person	5
Miscellaneous	10
Missing Person	3
Missing Person - PLS	0
New Call	1
Nuisance	4
Ordinance Misc.	21
Parking Complaint	18
Physical Disturbance	13
Product Contamination	0
Reckless Activity	3
Road Rage	3
Robbery	1
Runaway	1
School Patrol	15
Security Check	404
Sex Offense	2
Shooting	1
Solicitor	0
Special Detail	0
Stabbing	0
Suicide	0
Suspicious Activity	79
Suspicious Package	0
Suspicious Person	0
Test	0
Theft	32
Theft - From a Vehicle	8
Theft - of a Vehicle	3
Theft Shoplifter	0
Threat to Life	12
Threatening Suicide	5
Tow Release	0

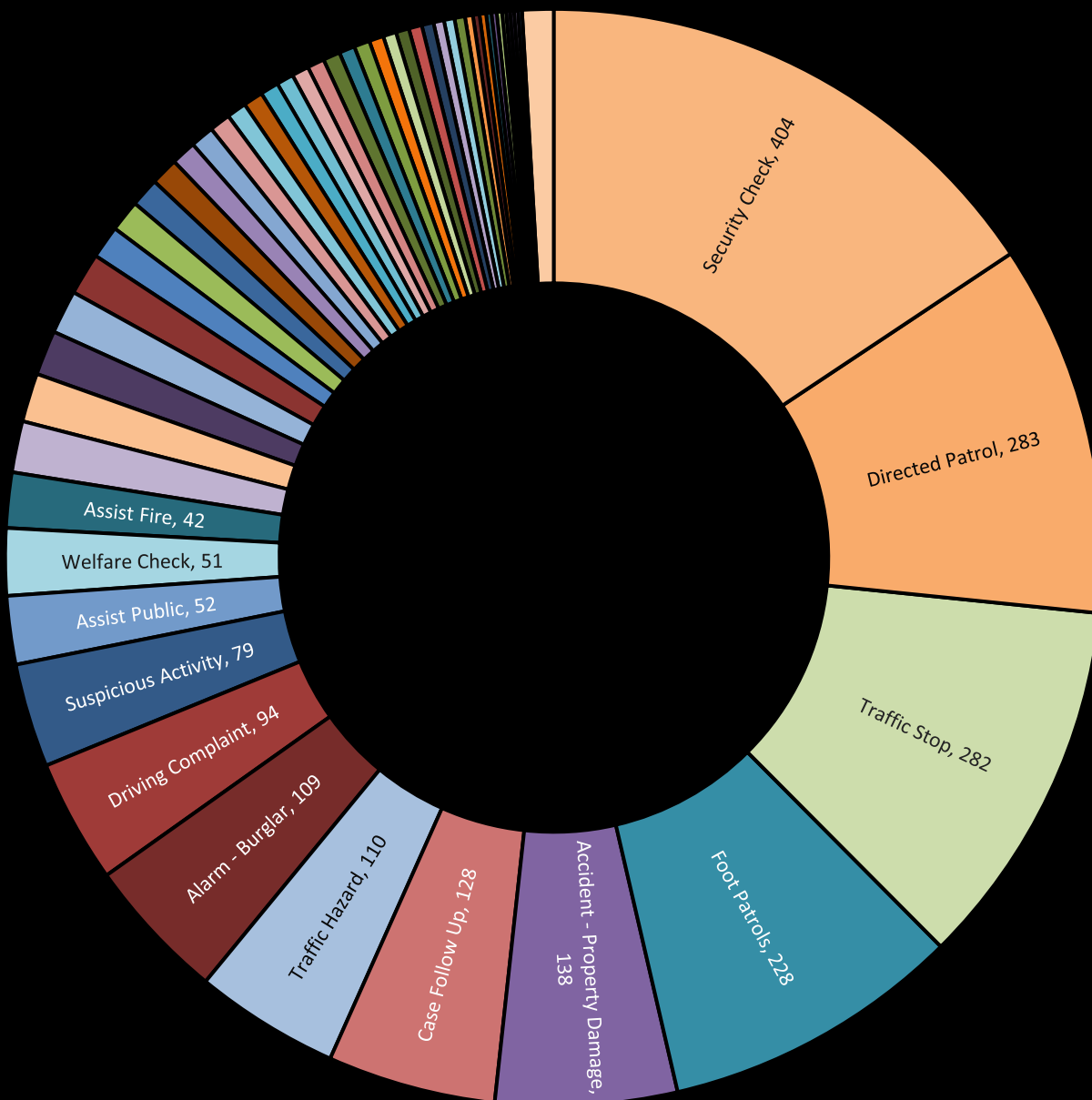
WESTFIELD POLICE DEPARTMENT

December 2025

Events by Nature

Incident Type	Count
Traffic Hazard	110
Transport	0
Trespassing	13
Traffic Stop	282
Unknown Call for Police	1
VIN Check	39
Wanted	0
Warrant Service	1
Weapons Complaint	1
Welfare Check	51
Total	2581

Monthly Events by Incident Type December 2025

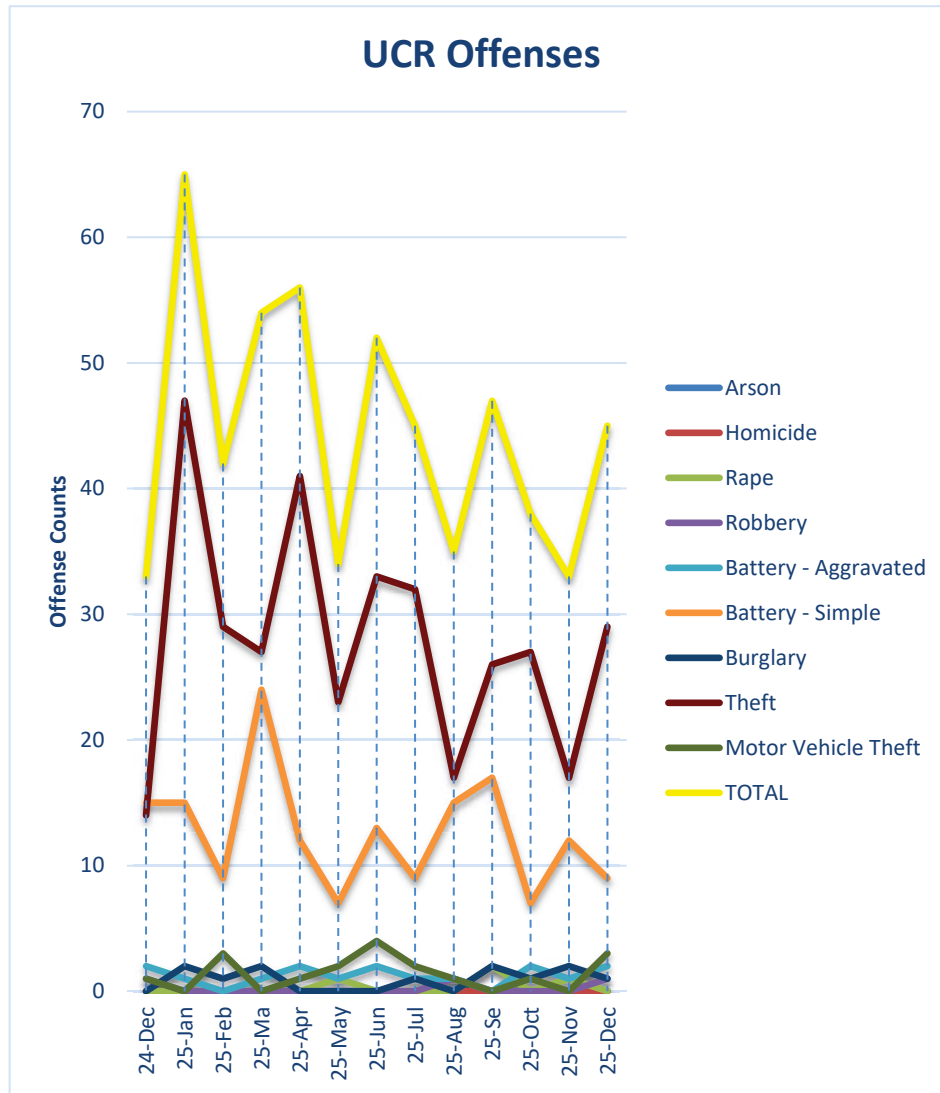


WESTFIELD POLICE DEPARTMENT

December 2025

UCR OFFENSES

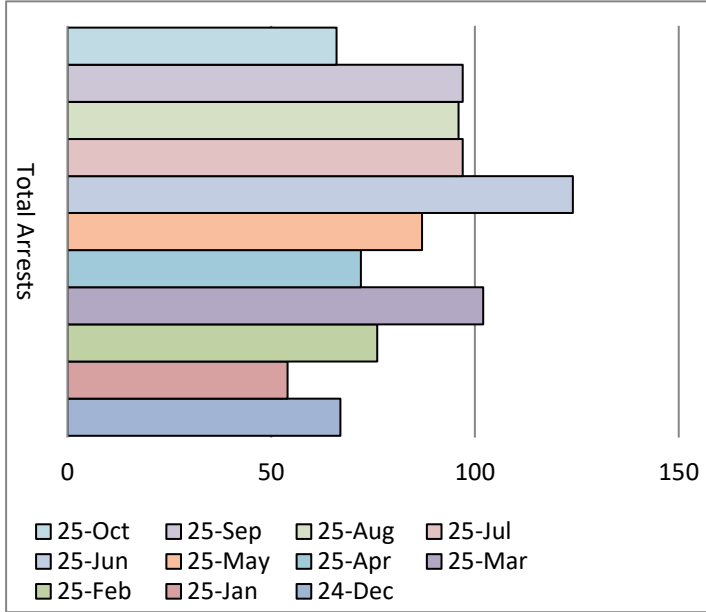
OFFENSE	24-Dec	25-Jan	25-Feb	25-Mar	25-Apr	25-May	25-Jun	25-Jul	25-Aug	25-Sep	25-Oct	25-Nov	25-Dec
Arson	0	0	0	0	0	0	0	0	0	0	0	0	0
Homicide	0	0	0	0	0	0	0	0	0	0	0	0	0
Rape	0	0	0	0	0	1	0	0	0	2	0	1	0
Robbery	1	0	0	0	0	0	0	0	1	0	0	0	1
Battery - Aggravated	2	1	0	1	2	1	2	1	1	0	2	1	2
Battery - Simple	15	15	9	24	12	7	13	9	15	17	7	12	9
Burglary	0	2	1	2	0	0	0	1	0	2	1	2	1
Theft	14	47	29	27	41	23	33	32	17	26	27	17	29
Motor Vehicle Theft	1	0	3	0	1	2	4	2	1	0	1	0	3
TOTAL	33	65	42	54	56	34	52	45	35	47	38	33	45



WESTFIELD POLICE DEPARTMENT

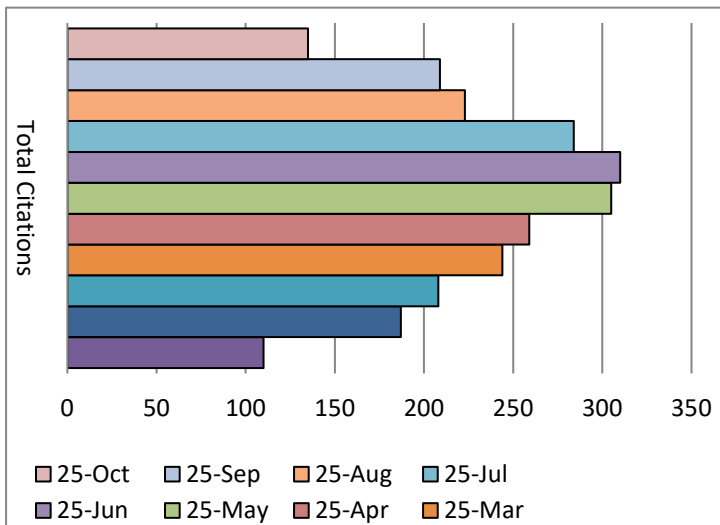
December 2025

Arrest Reports Taken	24-Dec	25-Jan	25-Feb	25-Mar	25-Apr	25-May	25-Jun	25-Jul	25-Aug	25-Sep	25-Oct	25-Nov	25-Dec
Alcohol/ Drug Related	21	8	17	17	19	22	19	9	28	27	13	11	13
Felony Charges	29	37	21	30	26	39	55	50	53	43	31	21	13
Misdemeanor Charges	70	70	89	96	74	104	130	107	111	116	76	62	65
Total Arrests	67	54	76	102	72	87	124	97	96	97	66	58	67



Traffic	24-Dec	25-Jan	25-Feb	25-Mar	25-Apr	25-May	25-Jun	25-Jul	25-Aug	25-Sep	25-Oct	25-Nov	25-Dec
Total Citations	110	187	208	244	259	305	310	284	223	209	135	103	120
Total Written Warning	305	509	617	636	667	602	648	532	532	466	350	353	208
Total Traffic Accidents	93	79	62	72	81	77	66	71	87	84	77	83	116
Property Damage	83	72	55	61	67	63	57	62	73	69	65	75	104
Personal Injury	10	7	7	11	13	14	9	9	14	14	11	8	12
Fatality	0	0	0	0	1	0	0	0	0	1	1	0	0
Hit and Run*	9	9	7	5	13	10	9	6	6	11	7	7	14

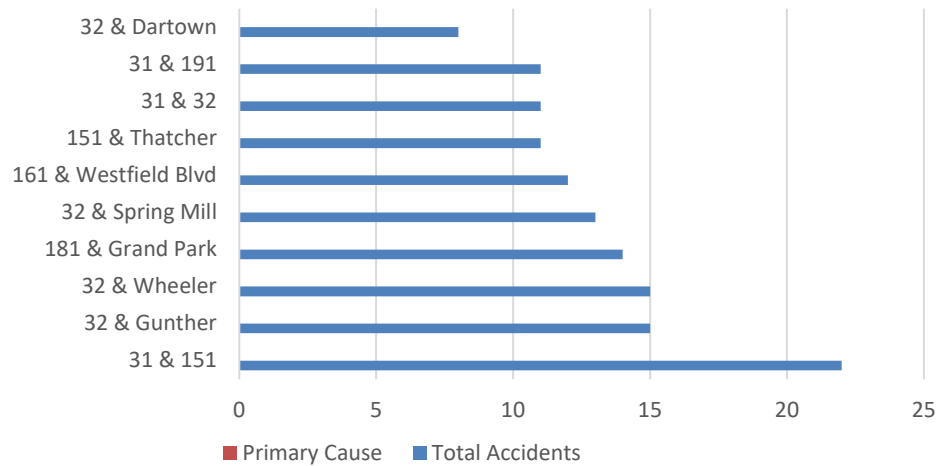
*numbers included in property damage, personal injury, and fatality accidents



Top Accident Locations

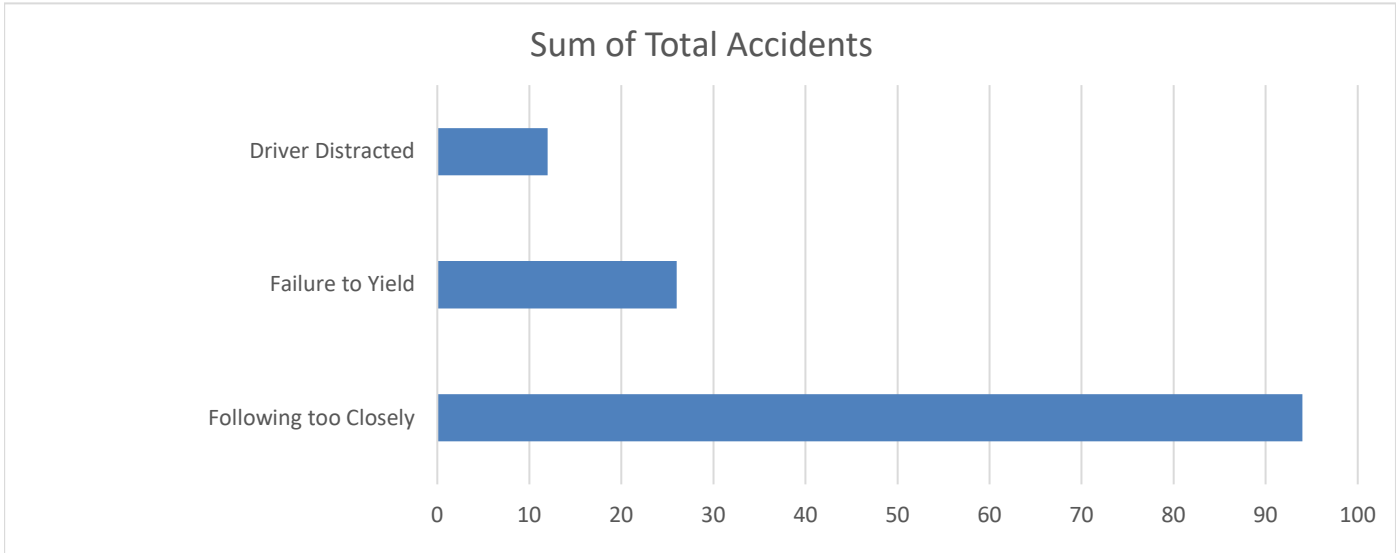
Accident Location	Total Accidents	Primary Cause
31 & 151	22	Following too Closely
32 & Gunther	15	Following too Closely
32 & Wheeler	15	Failure to Yield
181 & Grand Park	14	Following too Closely
32 & Spring Mill	13	Following too Closely
161 & Westfield Blvd	12	Driver Distracted
151 & Thatcher	11	Failure to Yield
31 & 32	11	Following too Closely
31 & 191	11	Following too Closely
32 & Dartown	8	Following too Closely

Top Accident Locations



**Total Accidents by Primary Cause,
based on Top Accident Locations**

Primary Cause	Sum of Total Accidents
Following too Closely	94
Failure to Yield	26
Driver Distracted	12



Community Events

12/6/25 Westfield In Lights

12/10/25 Coffee with a Cop

12/12/25 Caroling at Magnolia Springs

12/13/25 Kids with Santa

