



CITY OF WESTFIELD, IN
Board of Public Works Meeting Agenda

BOARD OR COMMISSION: Board of Public Works Meeting

MEETING DATE: Wednesday, March 25, 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 | 1/1/26-12/31/26

Nick Snoply, Board Member/Mayor Appointed/1-year term 1/1/26 - 12/31/26

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 – February 25, 2026

Action Item #2:

- Approval of Minutes – March 6, 2026 (Special Meeting)

CONTRACTS/AGREEMENTS

Action Item #3:

- Citizens Water of Westfield, LLC & City of Westfield – Water Main Extension Agreement

Action Item #4:

- Citizens Water of Westfield, LLC & City of Westfield - Approval of Utility Easement Agreement

Action Item #5:

- Fraternal Order of Police Labor Council for the Officers of the Westfield Police Department, & City of Westfield - Agreement

Action Item #6:

- Westfield Washington Multi School Building Corporation – Dedication of Public Right of Way

Action Item #7:

- St. Vincent Hospital & Health Care Center, Inc. d/b/a Ascension St. Vincent Hospital & Westfield Fire Department – Agreement for Emergency Medical Supervision & Training Services

Action Item #8:

- Rundell Ernstberger Associates – Westfield Comprehensive Plan – Economic Impact Study & Infrastructure Plan - Professional Services Agreement – Amendment No. 1

Action Item #9:

- Pulte Homes of Indiana & City of Westfield – Finely Creek Estates Development Agreement

Action Item #10:

- INDOT & City of Westfield – Local Roads & Bridges Matching Grant Agreement

Action Item #11:

- Signing Authority – Jersey Street Reconstruction Design

Action Item #12:

- American Structurepoint, Inc. & City of Westfield – On Call Services Agreement

RESOLUTIONS

Action Item #13:

- Resolution 26-116: A Resolution of the Board of Public Works and Safety Declaring Certain Personal Property to be Surplus & Authorizing Disposal or Transfer

Action Item #14:

- Resolution 26-119: A Resolution of the Board of Public Works and Safety Authorizing Participation in the Remnant Defendants' Settlement (Opioid Distributor/Dispenser Defendants)- and Execution of a Combined Subdivision Participation and Release Form

Action Item #15:

- Resolution 26-121: A Resolution of the Board of Public Works and Safety of the City of Westfield, Indiana, Authorizing a PILOT Agreement With Community Health (Payment in Lieu of Taxes)

CONSENT AGENDA

- March Bond Information

DEPARTMENT REPORTS

- Fire
- Police
- Public Works

ADJOURNMENT



CITY OF WESTFIELD, IN
Board of Public Works Meeting Minutes - 2/25/2026
Wednesday, February 25, 2026 at 1:00 PM

SWEARING IN OF NEW BOARD MEMBER

Swearing in of New Board Member - Nick Snoply

Mayor Willis formally welcomed Nick Snoply to the board. The mayor confirmed that he had sworn Nick in prior to the meeting.

OPENING OF REGULAR MEETING

Note the presence of a quorum

Nick Barbknecht, Nick Snoply, and Mayor Willis were in attendance. Deputy Clerk Kim Strang and Assistant Legal Attorney Nicole Buskill were also in attendance.

APPROVAL OF MINUTES

Action Item #1:

- **Approval of Minutes – January 28, 2026**

The motion to approve was made by: Mayor Willis
Seconded by: Nick Snoply
Vote: Yes-3; No-0. Motion carried.

CONTRACTS/AGREEMENTS

Action Item #2:

- **Community Health Network, Inc. & City of Westfield – Grant of Trail Easement**

Director of Engineering, Michael Pearce presented a trail easement associated with Community Health Network. The easement accommodates a minor relocation of the hospital's perimeter trail to avoid a Duke Energy transformer located within the right-of-way. The location shifts a portion of the trail onto hospital property while preserving public access.

The motion to approve was made by: Mayor Willis
Seconded by: Nick Snoply
Vote: Yes-3; No-0. Motion carried.

Action Item #3:

- **Riverview Health & Westfield Fire Department – Amended & Restated Emergency Medical Services Independent Contractor Agreement**

Fire Chief Rob Gaylor presented. This is an agreement between the Fire Department and Riverview Health Westfield to allow the department to use their pharmacy to exchange/purchase pharmaceuticals used on city ambulances.

Nick Barbknecht as Chief Gaylor about the cost savings for the city. Chief Gaylor stated that depending on the item there was a 10-30% savings.

The motion to approve was made by: Mayor Willis

Seconded by: Nick Snoply

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

Action Item #4:

- **Citizens Wastewater of Westfield, LLC & City of Westfield – Wastewater Main Extension & Contribution Agreement**

Mark Griffith with the Veritas Group, representing the new police headquarters project, presented the agreement between Citizens Wastewater and the city. The agreement formalizes access and easement rights for wastewater main extensions serving the site.

The motion to approve was made by: Mayor Willis

Seconded by: Nick Snoply

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

Action Item #5:

- **Christopher B. Burke Engineering & City of Westfield – Ongoing SW2 – Professional Services Proposal**

Wes Rood presented, requesting the board to approve the continuation of on-call professional stormwater services with Christopher Burke Engineering for an amount not to exceed \$45,000. Services include ordinance revisions, IDEM coordination, and regulatory compliance assistance. Mr. Rood noted that in the prior year, \$9,000 of the \$45,000 budgeted for this service was encumbered.

The motion to approve was made by: Mayor Willis

Seconded by: Nick Snoply

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

Action Item #6:

- **One Source Group & City of Westfield - 2026 Public Post Construction BMP Stormwater Maintenance Proposal**

Wes Rood presented a contract for post-construction stormwater best management practices (BMP) maintenance. A BMP maintenance program has been ongoing for several years. The vendor previously used by the city is increasing the cost of these services by 3%. An agreement with One Source Group, which is a relatively new company, is being proposed to provide these services to the city for a contracted amount of \$70,500, which is a \$5,000 savings over last year.

The motion to approve was made by: Mayor Willis

Seconded by: Nick Snoply

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

Action Item #7:

- **Citizens Wastewater of Westfield, LLC & City of Westfield - Approval of Utility Easement Agreement**

Mark Griffen stated this was additional documentation associated with the wastewater easement previously presented for the

police headquarters project. (Action Item #4)

The motion to approve was made by: Mayor Willis
Seconded by: Nick Snoply
Vote: Yes-3; No-0. Motion carried.

Action Item #8:

- **Duke Energy Indiana, LLC, & City of Westfield – Easement**

Mark Griffen presented. This is an easement agreement with Duke Energy to facilitate utility infrastructure improvements related to the police headquarters and future roadway expansions.

The motion to approve was made by: Mayor Willis
Seconded by: Nick Snoply
Vote: Yes-3; No-0. Motion carried.

Action Item #9:

- **Duke Energy Indiana, LLC & City of Westfield – Utility Reimbursement Agreement – 191st Street Road Widening**

Michael Pearce presented. This is a reimbursement agreement with Duke Energy related to the 191st Street widening project for the required utility relocations (approximately 1600 ft. of poles) within dedicated easements. Mr. Pearce reiterated that when utilities are in conflict with our roadway projects and are in dedicated easements, we are required by law to reimburse them for their relocation efforts. The estimated amount of reimbursement is \$227,524.46.

The motion to approve was made by: Mayor Willis
Seconded by: Nick Snoply
Vote: Yes-3; No-0. Motion carried.

Action Item #10:

- **AT&T Enterprises, LLC & City of Westfield – Reimbursement Agreement – 191st Street Widening/Pedestrian Bridge Relocation**

Michael Pearce presented, stating this is the same situation as the previous reimbursement agreement. The reimbursement agreement with AT&T is approximately \$51,000. Due to the presence of a multi-state communication line, the widening project requires the extension of protective casing beneath the roadway. There was discussion among the board of the importance of timely utility coordination to avoid project delays.

The motion to approve was made by: Mayor Willis
Seconded by: Nick Snoply
Vote: Yes-3; No-0. Motion carried.

Action Item #11:

- **Victor T. & Rhonda M. Isbell & City of Westfield – Dedication of Public Right of Way – 161st Street Trail**

Michael Pearce presented. Victor and Rhonda Isbell are voluntarily dedicating approximately six feet of right-of-way at no cost to the city. This ensures that the 161st trail remains fully within public right-of-way while preserving mature trees.

The motion to approve was made by:Mayor Willis
Seconded by:Nick Snoply
Vote: Yes-3; No-0. Motion carried.

Action Item #12:

- **E&B Paving, LLC & City of Westfield – 181st Street & Grand Park Boulevard – Contract for Goods & Services**

Michael Pearce presented, requesting board approval for a contract with E & B Paving in the amount of approximately \$1.26 M for the construction of a roundabout at 181st Street and Grand Park Blvd. It was noted that the bid was substantially below the engineer's estimate of approximately \$1.7 M. Construction is anticipated to begin in early April.

The motion to approve was made by:Mayor Willis
Seconded by:Nick Snoply
Vote: Yes-3; No-0. Motion carried.

Action Item #13:

- **Towne Run Retail, LLC & City of Westfield – Grant of Easement & Maintenance Agreement**

Lauren Wahl presented. This is approval of a public easement associated with trail access, parking, and amenity space improvements at the Towne Rund Retail Development.

The motion to approve was made by:Mayor Willis
Seconded by:Nick Snoply
Vote: Yes-3;No-0. Motion carried.

Action Item #14:

- **LTF Real Estate Company, Inc. & City of Westfield – Grant of Easement**

Lauren Wahl presented. This item is similar to action item 13. It is for an easement associated with the Lifetime Fitness Development to accommodate public access amenities, including trail and parking components.

The motion to approve was made by:Mayor Willis
Seconded by:Nick Snoply
Vote: Yes-3; No-0. Motion carried.

Action Item #15:

- **Signing Authority – 2026 Resurfacing Program**

Michael Pearce presented requesting signing authority for the 2026 resurfacing program to allow timely execution following the bid opening on March 6. There is a possibility of receiving additional Community Crossing funding, which is available on a first-come, first-served basis.

The motion to approve was made by:Mayor Willis
Seconded by:Nick Snoply
Vote: Yes-3; No-0. Motion carried.

Action Item #16:

- **Signing Authority – 2026 Concrete Patching Program**

Michael Pearce requested the signing authority for the 2026 concrete patch program, stating that Westfield has a couple of subdivisions which have concrete roads. This program addresses roadway maintenance within those specific subdivisions. Nine bids were received and Mid-West Paving came in with the low bid of \$166,000, which was below the engineer's estimate.

The motion to approve was made by: Mayor Willis
Seconded by: Nick Snoply
Vote: Yes-3; No-0. Motion carried.

Action Item #17:

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

Michael Pearce presented. This is a developer agreement with the developers of Ravinia, which is located at Eagletown Rd and 166th Street. There is an entrance off of Eagletown Rd. into their subdivision, and the condition of the pavement in this area is very poor. The city has a future project with a resurfacing program to repave and do some substantial rehabilitation to Eagletown Rd. The developer wishes to pay the city \$29,960 since this would be included in the city's resurfacing program. This would save money and be more efficient if done at the same time.

The motion to approve was made by: Mayor Willis
Seconded by: Nick Snoply
Vote: Yes-3; No-0. Motion carried.

Action Item #18:

- **Crossroad Engineers & City of Westfield - Jersey Street Right-of-Way Acquisition Services – Professional Services Agreement**

Michael Pearce presented. This is a professional services agreement with Crossroad Engineers in the amount of \$95,400 for right-of-way engineering and acquisition services related to the Jersey Street reconstruction project.

The motion to approve was made by: Mayor Willis
Seconded by: Nick Snoply
Vote: Yes-3 No-0. Motion carried.

CHANGE ORDERS

Action Item #19:

- **Sikich & City of Westfield – Change Order to Professional Services Master Agreement – Approval for Additional \$13,000 to Service Contract**

Claire Gelinis presented. This is a change order request to the Sikich master services agreement for the continued refinement of the Economic Development Department's CRM platform. Discussion emphasized ensuring effective utilization and operational alignment.

The motion to approve was made by: Mayor Willis
Seconded by: Nick Snoply
Vote: Yes-3; No-0. Motion carried.

CONSENT AGENDA

- **Uniform Conflict of Interest Disclosure Statement – Scott Willis**

The consent agenda included a Conflict of Interest Disclosure Statement for Mayor Willis along with the February Bond list. Mayor Willis recused himself from voting due to the disclosure item.

The motion to approve was made by: Nick Barbknecht
Seconded by: Nick Snoply
Vote: Yes-2; No-0. Motion carried.

- **February Bond List**

DEPARTMENT REPORTS

- **Fire**

Chief Gaylor reported that Station 4 is expected to become fully operational during the second quarter of 2026. Station 5 construction is progressing rapidly, and the preliminary work for Station 2 renovation and rebuild is anticipated to begin early this year with a projected 12–15 month timeline.

- **Police**

Chief Keen presented year-to-year comparisons indicating an increase in total incident reports from 2024 to 2025, with notable growth in retail theft incidents. Arrests for driving while suspended or never licensed also increased.

- **Public Works**

John Nail reviewed ongoing projects in the city. The biggest news pertaining to the "green house" which will be moved on March 5th, weather permitting. SR32 and Union will close at 4AM and is anticipated to reopen by 5PM.

ADJOURNMENT

Mayor Willis made the motion to adjourn. Nick Barbknecht seconded.

Meeting Adjourned at: 1:44 PM

Deputy Clerk

Board Member

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



CITY OF WESTFIELD, IN
Board of Public Works Meeting Minutes - 3/6/2026
Friday, March 6, 2026 at 10:30 AM

OPENING OF REGULAR MEETING

Note the presence of a quorum

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

RESOLUTIONS

Action Item #1: Resolution #26-113: A Resolution of the City of Westfield Board of Public Works & Safety Approving a Project Easement for the Grand On Main Project

Executive Chief of Economic and Community Development, Jenell Fairman presented a Resolution for Board approval for an easement related to the Grand on Main Project. This Resolution will also receive approval from the Parks Board and the Redevelopment Commission. Jersey 32 LLC, (Developer/combination of Skender and BW Construction) entered into a project agreement with the RDC in November 2025, in which the DWCDC conveyed the property to the Developer to construct a mixed-use project on the property located at the southeast corner of Main Street and SR 32. A TIF bond is going to be issued for the project along with a grant directed to the developer to construct a parking garage. This agreement would allow the public to park within the public spaces of the garage as well as utilize the public areas of the development, including a public artwork and public plaza. The developer will be responsible for all maintenance, except for the artwork itself. The garage will have 558 parking spaces with 111 spaces for short-term/daily rate parking.

The motion to approve was made by: Mayor Willis

Seconded by: Nick Snoply

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

ADJOURNMENT

Mayor Willis made the motion to adjourn. Nick Snoply seconded the motion.

Meeting Adjourned at: 10:34AM

Deputy Clerk-Treasurer

Board Member

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



Water Main Extension Agreement -- Commercial
Citizens Water of Westfield, LLC

TABLE 1 – CONTRACT PROVISIONS	
The form and content of this contract are in accordance with Citizens Water of Westfield LLC’s Terms and Conditions for Water Service and 170 IAC 6-1.5.	
PROJECT NUMBER:	PROJECT/DEVELOPMENT NAME:
COUNTY: HAMILTON	TOWNSHIP:
DATE APPROVED BY CITIZENS:	
REVENUE ALLOWANCE: To be Determined Based on Actual Usage	
SUBSEQUENT CONNECTOR FEE: To be Determined at Project Completion	
MAINTENANCE AND REPAIR BOND: Three Years Duration Following In-Service Date 20% of Cost Shown on Final Actual Cost Summary	
OTHER PROVISIONS: A Subsequent Connector Fee of TBD is required for Project Approval. Please submit payment with signed contract.	
ATTACHMENTS:	

THIS AGREEMENT, entered into on the date indicated below, by and between: _____ (“Developer”) and Citizens Water of Westfield, LLC (“Citizens”) (individually a “Party,” and collectively the “Parties”),

WITNESS THAT:

WHEREAS, Citizens owns, operates and maintains the water system serving the City of Westfield, Indiana and certain areas in the surrounding vicinity (the “Waterworks”); and

WHEREAS, the Developer is engaged in the project identified in Table 1 above (the “Main Extension”), and has requested that Citizens provide water service to the development and to future customers within the development; and

WHEREAS, Developer has provided Citizens site plans that detail the desired water utility service, and Citizens is willing to provide such service upon the following terms and conditions; and

WHEREAS, The Parties agree that the Developer shall, at its own cost and expense, furnish the necessary design and engineering services, labor and materials, to install the Main Extension and obtain all necessary easements, permits, rights-of-way or other authority which are required to install the Main Extension and to provide water service to and throughout the development before the start of construction;

NOW, THEREFORE, in consideration of the premises, covenants, agreements and undertakings hereinafter provided, and each act to be performed pursuant hereto, the Parties agree that:

1. Site-Utility Plan. Developer shall provide Citizens, via both paper and AutoCAD or DXF disk, with layer description (if AutoCAD, include release number, a site-utility plan; paper drawings shall be on 24-inch by 36-inch sheets at 1"= 30' to 1"= 50' scale indicating water mains contemplated). All main extensions installed to provide domestic water service shall also be sized and designed to provide fire protection service. The Main Extension will be designed to deliver domestic water service at a rate sufficient to serve the number of parcels abutting the Main Extension and public fire protection service at a minimum rate of 1,000 gallons per minute at 20 pounds per square inch residual pressure at the projected maximum daily usage rate. In addition to the above, Citizens will determine the size of main reasonably necessary to serve the applicant, consistent with maintaining the integrity of the overall distribution system.

2. Review of Site-Utility Plan. Citizens shall review and approve Developer's site-utility plan, offsite main installation plan, and easement drawings (if required), and calculate the appropriate size of the indicated water mains, and shall locate fire hydrants, valves and other appurtenances with respect to the site-utility plan and offsite in accordance with the standards and specifications currently in place for the Waterworks, provided, however, that Citizens may require mains larger than 12 inches in order to provide for future service. The additional cost of installing such larger mains shall be at Citizens’ expense unless they are necessary for the development itself. Any additional cost for such over sizing shall be negotiated prior to execution of the contract.

The route and extension of any given water main shall be determined in accordance with 170 IAC 6-1.5-29 (Indiana Administrative Code governing water utility main extensions).

3. Contractor and Materials. Citizens shall return the site utility plan to Developer, marked either “Approved,” “Approved as Noted,” or “Rejected.” Citizens and Developer shall promptly agree on any changes necessary to comply with Waterworks requirements. After approval, the Developer shall notify Citizens in writing of the installation contractor Developer seeks to engage. Citizens must approve the Developer's selected contractor, and Citizens may withhold approval in its sole discretion. Citizens shall inform Developer of any withheld approval within 14 days after Developer notifies Citizens of the intended contractor. Failing timely notification to the contrary, approval shall be deemed granted.

The Developer shall purchase and provide pipe, fittings, valves, and hydrants and other appurtenances ("Materials"). All Materials must meet or exceed Citizens’ standards and specifications, and are subject to Citizens’ approval.

4. Developer Installation. Upon approval of the contractor and the Materials, the Developer agrees to commence construction within one hundred and twenty (120) calendar days, and to prosecute construction to full completion in compliance with all applicable laws and rules and regulations, with all reasonable diligence consistent with good business practices and the availability of required equipment, materials and labor. The Developer shall give Citizens a minimum of one week's notice prior to commencing construction.

The Developer hereby agrees that during installation of the Main Extension, Citizens will have the authority to inspect the installation for compliance with Citizens’ standards at Citizens’ convenience and discretion, provided such inspection will not delay or impede the installation work. Citizens shall have authority to halt construction if the installation is not consistent with the approved site plan, materials list, or generally accepted industry practices. Should the conditions along the proposed route of the water main be materially different from those indicated in the site plan or reasonably anticipated, the Developer further agrees to cooperate with Citizens in modifying the actual construction to render the most efficacious result.

5. Unforeseen Circumstances. Citizens reserves the right to terminate this Agreement, without prejudice to Citizens, in the event contaminated soil, significant archaeological material, or any other supervening underground inclusion is encountered. In such an event, Citizens shall notify Developer of the termination in writing and may then propose (but is not required to) an alternative route or the use of substitute pipe materials and appurtenances as the situation, in Citizens' sole discretion, requires. Developer assumes any and all risk of additional cost, fines, penalties, or assessments relating to the uncovering, handling, transporting, environmental testing, or disposing of contaminated soils in the course of construction.

6. Other Requirements of Developer. Coincident with delivery of the Transfer of Ownership (as hereinafter defined), and other documents required from the Developer to Citizens, there shall also be delivered Citizens by the Developer:

- a) All required permits, and any other information pertaining to the Main Extension requested by Citizens;
- b) Copy of the final platted map that is to be recorded for the development and/or address listing;
- c) Copies of any easements, rights of way, deeds, options, and so forth, obtained by Developer to facilitate the Main Extension(s).
- d) Waivers of lien rights executed by all material suppliers, subcontractors, and contractors;
- e) Three (3) year Maintenance and Repair Bond on Main Extension for materials and workmanship. The Maintenance and Repair Bond shall be in an amount equal to twenty percent (20%) of the total project cost as indicated on the Final Actual Cost Form as submitted by Developer. Repair work performed during the warranty period must be coordinated with and inspected by Citizens. Customers are to be notified prior to interruption of service. In emergency situations, the customers are to be notified of the approximate length of service interruption. Emergency repairs may be performed by Citizens, and the Developer/bonding company will be billed the cost of the repair; and
- f) Total itemized project costs, specifying pipe, valve, hydrant size, any engineering design costs, and any land rights (easements), certified by the Developer as being accurate; and
- g) "As built" drawings including materials listing, manufacture, and locations; and
- h) All fees due to Citizens, and any previous main extension subsequent connector fees, if applicable; and
- i) Recorded final platted map of the development, when available, from the County Recorder. However, if platted map has lot line changes that require Citizens' facilities to be relocated (mains, hydrants, blow off, etc.) the Developer will be responsible for the cost of those relocations.
- j) Copy of all permit closures or acceptance from applicable agencies.

NOTE: All Citizens' materials removed at time of connection (sleeves, tees, blow off, valves, etc.) are to be returned to Citizens' Store Room before taps will be made.

7. Hydrostatic Testing and Disinfection. The installed water mains ("System") shall be hydrostatically tested by Developer's contractor to manufacturer's recommended specifications. Upon satisfactory completion of the hydrostatic testing, and deliverance of all items required under Sections 6 and 9, Citizens shall disinfect the System.

8. Initiation of Water Service. Upon determination by Citizens that installation has been in accordance with the approved plans and specifications, and after Developer conveys title to Citizens by the execution and delivery of a Transfer of Ownership of the Main Extension and related easements, if applicable, ("Transfer of Ownership"), and delivery of all items required by Section 6, water service shall be initiated by Citizens.

9. Timely Submittal of Transfer of Ownership. If the Developer fails to provide Citizens with the Transfer of Ownership and all items required in Sections 6 and 8 within ninety (90) days following the completion of hydrostatic testing and disinfection, Developer shall be required to pay the cost for a new hydrostatic test, re-chlorination, and flushing of the Main Extension. Said cost will be on a time and materials basis and shall be paid to Citizens concurrently with the Transfer of Ownership.

10. Ownership of Main Extension. Upon conveyance of the Main Extension by Developer to Citizens (including all mains, fire hydrants, easements and other equipment), it shall become the sole property of Citizens. After transfer, the Developer shall be responsible for maintenance of the System for 3 years from the date the System is placed in service ("In Service Date"), at Developer's sole expense, such responsibility being limited to repair or replacement of defects in construction, materials, or workmanship and not routine operation or general system maintenance. Thereafter, Citizens shall be responsible for the maintenance and repair of the same.

The Developer shall have no residual property right or interest in the Main Extension or any part thereof by reason of or on account of the Developer having furnished a part or all of the funds used in the purchase of materials and equipment for, or the employment of labor in connection with, the construction of the Main Extension.

11. Determination of Cost of Main Extension. In accordance with the Terms and Conditions for Water Service and 170 IAC 6-1.5-31, Citizens and Developer agree that the Cost of Main Extension shall be the amount appearing on the Final Actual Cost Summary Form rendered by Developer to Citizens.

12. Citizens' Fees. The fees payable to Citizens related to the Main Extension shall be in an amount as indicated in Table 1 per lineal foot of main appearing on the Transfer of Ownership form, to cover sizing, hydraulics, engineering, administrative costs, legal costs, direct labor costs, overhead and transportation costs.

13. Revenue Allowance. Citizens agrees that for a period of ten (10) years after the date the main is in service, Citizens will make one (1) revenue allowance payment as indicated in Table 1 to the Developer for each residential or commercial customer who becomes directly or indirectly connected to the Main Extension and begins to receive water service, if any ("Revenue Allowance Payment") in accordance with 170 IAC 6-1.5-36. For residential customers, such payment, if any, shall be no less than one time per year and shall be the product of the following: (i) the revenue allowance as indicated in Table 1; and (ii) the number of customers who became directly or indirectly connected to the main extension and begins to receive water service, if any, since: (a) the date the main was placed in service; or (b) the date of the most recent annual revenue allowance payment; whichever is later. For commercial customers, the revenue allowance shall be calculated on actual usage at the facilities served, and shall be the product of the following: (i) the projected water revenue from the particular commercial customer; and (ii) three years. In no event shall the aggregate Revenue Allowance Payment to the Developer exceed the total project cost.

14. Subsequent Connector's Fees. If the owner or occupant of any unconnected lot abutting the main ("Owner"), requests water service any time within ten (10) years after the completion date of the Main Extension, the Owner will be obliged, prior to Citizens permitting the connection of said lot to the main, to pay to Citizens a "Subsequent Connector's Fee" for each lot for which service is requested. The amount of the Subsequent Connector's Fee will be the cost of the Main Extension divided by the number of lots (or lot equivalents as provided in 170 IAC 6-1.5-30) abutting the main.

If the Owner of land which abuts the Main Extension and said land was unplatted on the completion date of the Main Extension and said Owner or his heirs, successors or assigns (hereinafter, collectively the "Owner") subdivides said land within 10 years after the completion date of the Main Extension in such a manner that some or all of the lots will not require service directly from the Main Extension, and the Owner requests a lateral Main Extension from the Main Extension to serve such land, the Owner will be obliged to pay to Citizens a Subsequent Connector's Fee for each lot abutting the earlier Main Extension, regardless of whether such lots are to be served by the earlier Main Extension or by the lateral Main Extension.

Applicants for service connections for lots within the Developer's subdivision shall not be required to pay a Subsequent Connector's Fee. The Subsequent Connector's Fee shall be in addition to any other charges which the subsequent connector must pay to Citizens in order to connect to and receive service from Citizens.

The Subsequent Connector's Fee, if any, will be determined once the cost of Main Extension has been submitted to Citizens along with the Transfer of Ownership by the Developer. Citizens will issue a letter to the owner (with a copy to the Developer) specifying the amount of this subsequent connector's fee. Refunds shall be paid by Citizens to Developer as provided in 170 IAC 6-1.5-36. Developer, at its sole discretion, may request that Citizens reduce or waive the subsequent connector fee. This waiver or reduction in the Subsequent Connector's Fee must be in writing and submitted to Citizens.

15. Set Off. Citizens shall have the right to set off against any funds due the Developer in connection with Revenue Allowances and subsequent connector's fees for any actual or anticipated losses and/or expenses related to any claims, demands, causes of action, liabilities, losses, damages, penalties, costs or liens asserted by any party against Citizens, or its properties for which the Developer is required to defend, indemnify, hold harmless and protect Citizens under the terms of paragraph 19 herein.

16. Connection to Main Extension. After the date the main is in service the Developer shall have the right to connect customers to the Main Extension in accordance

with Citizens’ rates, rules and regulations, as approved by the Indiana Utility Regulatory Commission and in effect from time to time, without further installation charge. The cost of the service pipes from the Main Extension to the individual premises of the Developer or lot owner shall be borne by the Developer or lot owner as a separate expense, such service pipes shall remain the customer’s property. The service taps to the Main Extension shall be made by Citizens and owned by Citizens.

17. No Refunds Based Upon Other Main Extension. Notwithstanding any other provisions of this Agreement, Citizens shall have the absolute right at any time to construct and install other main extensions and appurtenant facilities connecting to the Main Extension, provided service to the subject Main Extension is not impaired. Neither the connection of any such other main extension nor any service furnished by or from such other main extensions shall be subject to or in any manner affect this Agreement, and the Developer shall not be entitled to any revenue allowance refund or other payment by reason of the connection of such other main extensions or connections for service there from.

18. Developer Safety Measures. Citizens shall have no responsibility for identifying, eliminating or otherwise abating any safety, health, or environmental hazard created or otherwise resulting at the worksite from the activities of the Developer. Nothing in this Agreement shall be construed or interpreted, directly or indirectly, as requiring that Citizens undertake any legal duty of the Developer or contractor (s) to the Developer's or contractor's employees, invitees or licensees or to any federal, state or local government agency.

19. Liability and Indemnity. The Developer and its contractor(s) shall be solely responsible for all labor, materials, equipment and work at the worksite. To the extent permitted by applicable laws, the Developer shall defend, indemnify, hold harmless and protect Citizens, their affiliates, employees, agents, officers, and directors (the “Citizens Indemnified Parties”), from and against any and all claims, demands, causes of action, liabilities, losses, damage, penalties, liens asserted by any party against the Citizens Indemnified Parties, or their properties, costs (including reasonable attorneys' fees), and suits, arising out of or concerning (1) the failure of the Developer to observe and perform any of its obligations under this Agreement, and/or (2) any intentional or negligent act or omission by the Developer. The Developer’s obligations hereunder shall be limited by applicable state and federal statutes and constitutional provisions protecting the exposure and liability of the Developer (including but not limited to the terms of Indiana’s Tort Claims Act), so that the Developer’s obligations to defend, indemnify, and hold harmless hereunder shall not exceed what might have been the Developer’s liability to a claimant had the Developer been sued directly by the claimant and all appropriate defenses had been raised by the Developer. The Developer assumes no liability for the negligent acts or omissions of any Citizens Indemnified Party, their employees, agents, officers, and directors.

The Citizens Indemnified Parties shall give the Developer prompt written notice of any lien or claim for which indemnification is sought hereunder. The Developer shall at its own expense assume the defense of such lien or claim with counsel selected in consultation with the Citizens Indemnified Parties; provided, however, that the Developer shall not be entitled to settle any lien or claim against the Citizens Indemnified Parties without the prior written consent of the Citizens Indemnified Parties, which consent shall not be unreasonably withheld. The Citizens Indemnified Parties shall have the right, but not the duty, to employ, at its expense, its own counsel in any such case.

20. Insurance. The Developer and its contractor/subcontractors shall add the Citizens Indemnified Parties as additional insureds on a primary and non-contributory basis under all of the Developer's liability insurance policies covering work at the worksite. As additional insureds, the Citizens Indemnified Parties shall be provided the same extent and quality of coverage as the Developer and any other primary insured party. The Developer shall provide the Citizens Indemnified Parties a certificate of insurance evidencing such coverage prior to Citizens performance of any services under this Agreement. Such liability insurance coverage shall remain in full force and effect until the In-Service Date.

21. Citizens Employees. Under no circumstances shall Citizens employees be deemed employees, agents or representatives of the Developer and under no circumstances shall the Developer employees be deemed employees, agents, or representatives of Citizens. Nor shall this Agreement be deemed to constitute any Party hereto as the agent or representative of another Party.

22. Successors and Assigns. This Agreement shall inure to the benefit of and be binding upon the Parties hereto, including any subsequent connectors, and their respective successors and assigns.

23. Indiana Utility Regulatory Commission. This Agreement is entered into in conformity with the rules and regulations of the Indiana Utility Regulatory Commission and Citizens’ Terms and Conditions for Water Service on file with and approved by such Commission. In the event of any conflict between the terms of this Agreement and the rules and regulations of such Commission and Citizens’ Terms and Conditions for Water Service, the rules and regulations of such Commission and Citizens’ Terms and Conditions for Water Service shall control and shall supersede any inconsistent terms herein. The respective obligations of each of the Parties hereunder shall be subject to all applicable laws, rules and regulations.

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

IN WITNESS WHEREOF, the Parties have properly executed this Agreement or caused the same to be properly executed as of the date herein below set forth.

CITIZENS WATER OF WESTFIELD, LLC	DEVELOPER
By: _____	Firm Name: _____
Printed Name: Edward J. Bukovac	_____
Title: Vice President	By: _____
Date Signed: _____	Printed Name: _____

	Title: _____

	Taxpayer ID #: _____

	Email: _____

	Daytime Telephone Number: _____

	Mailing Address: _____

	Project Location: _____

Date Signed: _____

CROSS REFERENCE: **PLAT:** Plat recorded as/at _____, recorded _____ in
the office of the Recorder of Hamilton County, Indiana

DEED: Deed recorded as/at Inst. # 2025009295, recorded 3/11/2025 in the office
of the Recorder of Hamilton County, Indiana

Project Information:

Project Name	<u>Westfield Police Department</u>		<u>Water</u>	Sytem
Job #	<u>WFJ-25018</u>	Easement #	<u>E-WJF25018-2</u>	
State Parcel #	<u>29-05-35-000-009.001-015</u>			
County Parcel #	<u>08-05-35-00-00-009.001</u>			
		<u>Hamilton</u>	County	<u>Washington</u> Township

UTILITY EASEMENT AGREEMENT

This UTILITY EASEMENT AGREEMENT (the "**Agreement**") is made and entered into this ____ day of _____, ____ by and between the City of Westfield, an Indiana municipal corporation, and its heirs, successors and assigns (collectively, the "**Grantor**"), and CITIZENS WATER OF WESTFIELD, LLC, and its successors and assigns (collectively, the "**Grantee**"). In consideration of the sum of \$10.00 and other good and valuable consideration, the receipt of which is hereby acknowledged, Grantor and Grantee hereby agree as follows:

1. Grant of Utility Easement: Grantor hereby grants and conveys to Grantee a perpetual non-exclusive easement and right of way in, on, along, under and over that certain real property of Grantor being more particularly described in the attached Exhibit A (the "**Easement Property**") to: (a) enter upon and, at Grantee's sole cost, to survey, construct, install, operate, use, maintain, test, inspect, modify, change the size of, replace, renew, relocate, re-construct, and remove improvements related to Grantee's operation of a water, sanitary sewer, natural gas or other regulated utility service system (the "**System**"), together with all necessary and convenient valves, drips, service pipes, markers, lines, equipment (including, without limitation, corrosion control

equipment), appurtenances, appurtenant structures, and connections attached thereto (collectively, the "**Utility Facilities**"); (b) operate, maintain and replace the Utility Facilities in, on, along, under and over the Easement Property; and (c) remove, cut and trim trees, bushes, saplings and vegetation growing upon the Easement Property, and to otherwise remove any and all obstructions insofar as it may reasonably be necessary to do so in the construction of, and in the prudent, safe, secure and efficient operation of the System. Notwithstanding the Grantee's rights of removal under Section 1(c), Grantee shall replace or repair, but shall thereafter have no ongoing maintenance obligation over, any driveways, curbs, landscaping, sidewalks, pavement or parking spaces installed by Grantor in accordance with Section 2(a) if damaged by Grantee in the exercise of its rights under Section 1(c). Grantor further grants to Grantee, and Grantee's employees, agents, and representatives, all reasonable rights of ingress, egress and regress, from time to time, on, across, to and from the Easement Property and adjoining lands of Grantor for access to the Utility Facilities and the use and enjoyment of the Easement Property as permitted by this Agreement; provided that the foregoing access rights shall be exercised and used in such a manner as not to cause unreasonable damage, destruction or interference with Grantor's access across, to and from the Easement Property.

2. Grantor's Rights and Obligations: Subject to the express limitations in Section 2 of this Agreement, Grantor reserves the right to use and enjoy the Easement Property for purposes which are not inconsistent with the rights and privileges granted under this Agreement.

a. Grantor shall not (i) erect, construct, install or maintain (or permit to be erected, constructed, installed or maintained) any building, other structure, or obstruction of any kind in, on, under, over or upon the Easement Property; or (ii) change the grade of the Easement Property by more than **12 inches** without prior written authorization from Grantee, which authorization may be granted or withheld in Grantee's reasonable discretion; provided, however, that the limitation in item (i) above shall not prohibit Grantor's erection, construction, installation or maintenance of landscaping, driveways, curbs, sidewalks, pavement or parking spaces to the extent that such improvements do not change the grade of the Easement Property by more than **12 inches**, and only to the extent any such landscaping is at least ten feet (10') away from any hydrants or valves pertaining to the System.

b. Grantor shall have the right to grant other non-exclusive easements under, over, along, in or upon the Easement Premises; provided, however, that any such easement shall (i) be granted subject to the easement granted in this Agreement and shall not materially interfere with the rights granted under this Agreement; and (ii) not allow for the location of any facilities or improvements within **10 feet** to either side from the centerline of the Utility Facilities.

3. Maintenance; Surface Use, Restoration:

a. Grantee, at its sole cost, shall maintain, repair, replace, and service the Utility Facilities as reasonably necessary for the safe and efficient operation of the System. Grantee shall have no obligation to maintain the surface of the Easement Property, except to the extent required to repair or restore the Easement Property as provided in Section 1 or Section 3 herein.

b. Except as stated in Section 3(a) of this Agreement, Grantor, at its sole cost, shall maintain the Easement Property so that Grantee's rights under this Agreement and the Utility Facilities (both surface and/or subsurface occupancies, as applicable) are not disturbed, including, without limitation, the care of grass, the mowing of grass or weeds, the removing of silt, debris, and any other obstruction to the free and unobstructed use of the Easement Property by Grantee, only to the extent required pursuant to applicable statutes, ordinances and regulations.

c. Grantee agrees to bury all mains, lines and/or pipes to such depths as are reasonably necessary to avoid interference with normal cultivation of soil. Any damage to lawns, growing crops, or tile of Grantor or tenants of Grantor, and if caused by Grantee in the original and future construction, maintenance, repair, modification, renewal or removal of the Utility Facilities, shall be promptly paid or otherwise restored by Grantee as nearly as practicable to its original condition, provided written notice thereof is given to Grantee within a reasonable period of time after the occurrence of such damage at the address provided for notices below, or such other place as Grantee may designate in writing. Upon completion of any work contemplated or permitted by this Agreement within and upon the Easement Property, Grantee, at its sole cost, shall restore the Easement Property or applicable portion thereof as nearly as practicable to substantially its condition existing immediately prior to the commencement of the work by Grantee, including reseeding or resodding. In addition, Grantee agrees that in connection with its use of the Easement Property, Grantee shall, at its sole cost, promptly repair any damage caused to the Easement Property, the improvements located thereon, or any adjacent real or personal property of Grantor as a result of Grantee's exercise of the rights granted by this Agreement; provided written notice thereof is given to Grantee within a reasonable period of time after the occurrence of such damage at the address provided for notices below, or such other place as Grantee may designate in writing. For the avoidance of doubt, Grantee shall not be obligated to repair any damage to any improvements located on the Easement Property, or any adjacent real property of Grantor to the extent such improvements were constructed, erected or otherwise placed on or about the Easement Property in violation of the terms and conditions of this Agreement.

4. Covenants of Grantor: Grantor covenants, represents and warrants to Grantee that Grantor is the fee simple owner of the Easement Property and is lawfully seized thereof and has the power and authority to grant and convey the rights and easements set forth herein. Grantor agrees that this Agreement shall not transfer to Grantee any past, present, or future obligation(s) of Grantor to be responsible for, or to pay, any tax, assessment, or fee associated with or related to the Easement Property. Grantor agrees Grantee shall not be liable for environmentally related claims arising solely from conditions existing on the Easement Property originating prior to the date first written above. Grantor shall not be liable for environmentally related claims arising from conditions existing on the Easement Property following the date first written to the extent these are caused by the acts or omissions of Grantee in the exercise of its rights under this Agreement.

5. Nature of Rights Granted: The easement and right of way, and all other rights, privileges, and authority granted, created and made herein, together with the benefits and burdens thereof, shall run with the Easement Property and shall be deemed to be real covenants which touch and concern the Easement Property. The easement and right of way, and all other rights,

privileges, and authority granted, created and made herein, together with the benefits and burdens thereof, shall bind Grantor and its grantees, successors, and assigns, and inure to the benefit of Grantee and its grantees, successors, and assigns.

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

7. Cross-Reference: In accordance with Indiana Code §32-23-2-5, the original recorded plat is recorded as _____ recorded on _____ in the office of the Recorder of Hamilton County, Indiana. The most recent deed of record by which Grantor holds title to the Easement Property is Inst. # 2025009295 recorded on 3/11/2025 in the office of the Recorder of Hamilton County, Indiana.

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

If to Grantor:

The City of Westfield
2728 E. 171st Street
Westfield, IN 46074
Attn: Legal Dept

If to Grantee:

Citizens Wastewater of Westfield, LLC
2020 N. Meridian St.
Indianapolis, IN 46202
Attn: Legal Dept

9. Use of Easement Property by Grantee Affiliates: Grantor acknowledges and agrees that any Affiliate of Grantee shall be entitled to use and enjoy the Easement Property in the same manner as Grantee under this Agreement, subject to the performance by such Affiliate of the obligations and restrictions of Grantee under this Agreement. As used in this Agreement, "**Affiliate**" shall mean any entity or public trust that (i) owns or controls the majority of ownership interests in Grantee, (ii) is under common control by an entity or public trust that owns or controls the majority of ownership interests in Grantee, or (iii) is under common control of The Department of Public Utilities for the City of Indianapolis, Acting by and through the Board of Directors for Utilities, as Trustee, in furtherance of the Public Charitable Trust for the Water System. Grantee shall remain responsible and liable to Grantor for all requirements and obligations herein, including but not limited to Grantee's obligations to restore and repair the Easement Property. For the avoidance of doubt, any notice permitted or required pursuant to this Agreement, if properly delivered to Grantee pursuant to Section 8 of this Agreement shall be deemed to have been given to any Affiliate then-using the Easement Property.

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

[Signatures appear on the following pages.]

GRANTOR

Legal Entity (if applicable): The City of Westfield, an Indiana municipal corporation

By: _____

Printed: _____

Title: _____

By: _____

Printed: _____

Title: _____

STATE OF _____)
) ss:
COUNTY OF _____)

Personally appeared before me this day _____, the
_____ of the City of Westfield, an Indiana
municipal corporation, who acknowledged the execution of the above instrument to be her/his/their
voluntary act and deed for and on behalf of said company as said company's duly authorized
representative.

Witness my hand and notarial seal, this _____ day of _____, 20____.

NOTARY PUBLIC

PRINTED NAME

My Commission expires _____ My County of Residence is _____

Utility Easement Agreement Dated _____.

[Signatures continue on the following page.]

GRANTEE

Citizens Water of Westfield, LLC

By: _____

Printed: Edward J. Bukovac

Title: Vice President

STATE OF _____)
) ss:
COUNTY OF _____)

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

Witness my hand and notarial seal, this _____ day of _____, 20____.

NOTARY PUBLIC

PRINTED NAME

My Commission expires _____ My County of Residence is _____

Utility Easement Agreement Dated _____.

This instrument prepared by Justin M. Hays, Attorney. 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. Justin M. Hays – Church Church Hittle and Antrim, Two North Ninth Street, Noblesville, IN 46060.

EXHIBIT A

TO UTILITY EASEMENT AGREEMENT

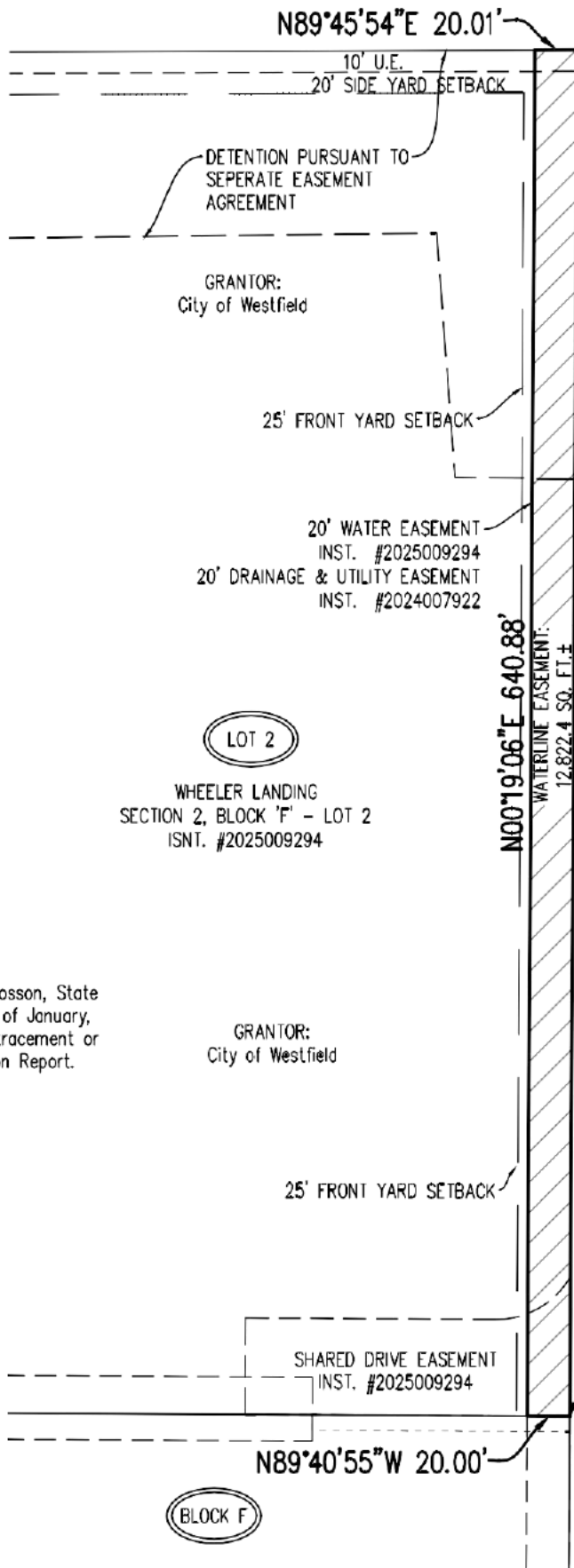
DATED _____

Legal Description – Easement Property

A PART OF THE NORTHEAST QUARTER OF SECTION 35, TOWNSHIP 19 NORTH, RANGE 3 EAST OF THE SECOND PRINCIPAL MERIDIAN, WASHINGTON TOWNSHIP, HAMILTON COUNTY, INDIANA, BEING A PORTION OF LOT 2 OF WHEELER LANDING, SECTION 2 BLOCK 'F' – LOT 2 ("PLAT") RECORDED AS INSTRUMENT NUMBER 2025009294 IN THE OFFICE OF THE RECORDER OF HAMILTON COUNTY, INDIANA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEASTERN CORNER OF SAID LOT 2 COMMON WITH THE NORTHEASTERN CORNER OF BLOCK F OF SAID PLAT ON THE WESTERN RIGHT-OF-WAY LINE OF GRAND PARK BOULEVARD; THENCE NORTH 89 DEGREES 40 MINUTES 55 SECONDS WEST (BASIS OF BEARINGS: INDIANA STATE PLANE EAST ZONE NAD 83 (2011)) 20.00 FEET ALONG THE COMMON LINE BETWEEN SAID LOT 2 AND SAID BLOCK F TO A POINT LYING 20.00 FEET (MEASURED WESTERLY IN A PERPENDICULAR DIRECTION) FROM SAID WESTERN RIGHT-OF-WAY LINE; THENCE NORTH 00 DEGREES 19 MINUTES 06 SECONDS EAST 640.88 FEET PARALLEL WITH SAID WESTERN RIGHT-OF-WAY LINE, COMMON WITH THE EASTERN LINE OF SAID LOT 2 TO THE NORTHERN LINE THEREOF (THE FOLLOWING TWO COURSES ARE ALONG THE BOUNDARY OF SAID LOT 2); (ONE) THENCE NORTH 89 DEGREES 45 MINUTES 54 SECONDS EAST 20.01 FEET TO SAID WESTERN RIGHT-OF-WAY LINE; (TWO) THENCE SOUTH 00 DEGREES 19 MINUTES 06 SECONDS WEST 641.08 FEET TO THE POINT OF BEGINNING, CONTAINING 12,822.4 SQUARE FEET (0.294 ACRES), MORE OR LESS.

EXHIBIT A"



LOT 2
WHEELER LANDING
SECTION 2, BLOCK 'F' - LOT 2
INST. #2025009294

GRANTOR:
City of Westfield

This description was prepared for Kimley-Horn by Donald R. Mosson, State of Indiana, Professional Surveyor No. 9600013 on the 5th day of January, 2025. This drawing is not intended to be represented as a retracement or original boundary survey, a route survey, or a Surveyor Location Report.



Donald R. Mosson

WATERLINE EASEMENT

A part of the Northeast Quarter of Section 35, Township 19 North, Range 3 East of the Second Principal Meridian, Washington Township, Hamilton County, Indiana, being a portion of Lot 2 of Wheeler Landing, Section 2, Block F'-Lot 2 ("Plat") recorded as Instrument Number 2025009294 in the Office of the Recorder of Hamilton County, Indiana, more particularly described as follows:

BEGINNING at the southeastern corner of said Lot 2 common with the northeastern corner of Block F of said Plat on the western right-of-way line of Grand Park Boulevard; thence North 89 degrees 40 minutes 55 seconds West (Basis of Bearings: Indiana State Plane East Zone NAD 83 (2011)) 20.00 feet along the common line between said Lot 2 and said Block F to a point lying 20.00 feet (measured westerly in a perpendicular direction) from said western right-of-way line; thence North 00 degrees 19 minutes 06 seconds East 640.88 feet parallel with said western right-of-way line, common with the eastern line of said Lot 2 to the northern line thereof (the following two courses are along the boundary of said Lot 2); (one) thence North 89 degrees 45 minutes 54 seconds East 20.01 feet to said western right-of-way line; (two) thence South 00 degrees 19 minutes 06 seconds West 641.08 feet to the POINT OF BEGINNING, containing 12,822.4 square feet (0.294 acres), more or less.



SCHNEIDER GEOMATICS
Historic Fort Harrison
8901 Otis Avenue
Indianapolis, IN 46216-1037
Telephone: 317.826.7100
Fax: 317.826.7200
www.schneidergeomatics.com

WHEELER LANDING WATERLINE EASEMENT

DATE: 02-05-2026	PROJECT NO.: 14838
DRAWN BY: DRM	CHECKED BY: JLMB
DRAWING FILES: T:\14K\14838\CAD\GHA_14838_SE	

Sheet 1 of 1

AGREEMENT
BETWEEN
THE CITY OF WESTFIELD, INDIANA

&

FRATERNAL ORDER OF POLICE LABOR COUNCIL FOR THE
OFFICERS OF THE WESTFIELD POLICE DEPARTMENT



A CALEA
ACCREDITED AGENCY

March XX, 2026 – December 31, 2028

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PARTIES

Employer:

City of Westfield, Indiana
Police Department
17535 Dartown Road
Westfield, IN 46074

Exclusive Recognized Representative:

Fraternal Order of Police Labor Council
1427 E Washington St
Indianapolis, IN 46201

RECITALS

Pursuant to I.C. 36-8-22 *et. seq.*, the City of Westfield, Indiana ("City") recognizes the Fraternal Order of Police Labor Council ("FOP Labor Council") as the exclusive recognized representative for all sworn police officers employed by the Westfield Police Department ("Department"), excluding employees in "upper level policymaking positions" as that term is defined by I.C. 36-8-22-2, I.C. 36-8-1-12, and other applicable law (including the Chief of Police, Assistant Chiefs, and Captains). The parties enter into this Agreement to establish the terms and conditions of employment for the officers of the Department, as defined herein.

ARTICLE 1 **RECOGNITION**

1.1 Exclusive Recognized Representative

The City recognizes the FOP Labor Council as the exclusive recognized representative for all full-time sworn police officers in the Department excluding employees in "upper level policymaking positions" as that term is defined by I.C. 36-8-22-2, I.C. 36-8-1-12, and other applicable law (including the Chief of Police, Assistant Chiefs, and Captains). The above-defined City police officers of the Department subject to this Agreement may be referred to herein as "officers".

1.2 Compliance with Indiana Law

This recognition complies with the terms of I.C. 36-8-22 *et. seq.*, and applicable regulations.

ARTICLE 2

TERM OF AGREEMENT

2.1 Effective Dates

This Agreement shall be effective from March XX, 2026, through December 31, 2028, unless terminated or extended by mutual agreement of the parties in writing.

2.2 Successor Agreement Negotiations

Negotiations for a successor agreement shall commence no later than ninety (90) days prior to the expiration of this Agreement.

2.3 Evergreen Clause

If no successor agreement is reached by 12:00 midnight, December 31, 2028, this Agreement shall remain in effect until a new agreement is reached. However, this Agreement shall terminate automatically 48 months after its beginning term date if no new agreement is reached, as required by I.C. 36-8-22-16.

2.4 Terms and Conditions.

The terms and conditions of this Agreement are based upon the assumptions that (1) the appropriate tax levies are set by the appropriate authorities; and (2) the City's Common Council appropriates sufficient funds and takes all necessary actions, and the Department receives the necessary revenues. If any of these conditions do not occur, the City shall inform the FOP Labor Council and begin new negotiations.

ARTICLE 3

WAGES

3.1 General Wage Scale

The following salary schedule shall be effective January 1, 2026:

Position	2025	2026	2027	2028
Lieutenant	\$105,024	\$109,200	\$109,200	\$109,200
Detective Sergeant	\$102,495	\$104,650	\$104,650	\$104,650
Sergeant	\$97,417	\$100,100	\$100,100	\$100,100
Detective	\$97,417	\$100,100	\$100,100	\$100,100
1st Class Patrol Officer	\$89,487	\$91,000	\$91,000	\$91,000
2nd Class Patrol Officer	\$79,500	\$81,900	\$81,900	\$81,900
Probationary Patrol Officer	\$72,800	\$77,350	\$77,350	\$77,350

This Agreement sets out the minimum wages based on 2080hrs and benefits only. The City and Department may grant greater benefits to individual officers or the Department membership in general, at their discretion, subject to applicable laws and Departmental policies.

3.2 Pension Base

The rank of 1st Class Officer with 25 years of longevity shall be the certified pension base for all officers enrolled in the 1977 Police and Fire Pension plan as agreed upon by meet and confer.

3.3 Longevity Pay

Longevity shall be added to the base salary of all sworn Department officers at the following rate of a 1st Class Officer's Pay Rate for a maximum of 25 years. Longevity pay will begin to be paid on the first pay after the officer reaches their first work anniversary and continue to be paid on the first pay after each subsequent anniversary through the start of the officer's 25th anniversary with the Department:

- 2026: 0.75% of a 1st Class Officer's Salary × completed years of service with the City
- 2027: 1.0 % of a 1st Class Officer's Salary × completed years of service with the City
- 2028: 1.25% of a 1st Class Officer's Salary × completed years of service with the City

3.4 Police Officer Lateral Transfer

Lateral Officers will include any new officers hired by the Department with at least 1 year of full-time Tier 1/POST certified law enforcement experience with another police agency. Lateral officers will be granted up to 5 years of lateral time and may enter at the pay rate of 1st Class Patrol Officer depending on years of full-time experience. Lateral hires may also be eligible for equivalent PTO depending on service time.

3.5 Specialty Pay Matrix

Officers who meet criteria specified by the Department's Rules and Regulations may qualify for specialty pay, in addition to other approved forms of compensation:

- FTO Coordinator: \$1,000 per year
- FTO Manager: \$500.00 per year
- Instructor: \$2,000 per year
- Certified Foreign Language Interpreter as determined by Department needs: \$2,000 per year
- Officers assigned to overnight shifts for longer than 30 days shall receive an additional \$1.00 per hour 2026, \$1.25 per hour in 2027, \$1.50 per hour in 2028.
- Field Training Officer: \$10/hour while training an officer.

3.6 Acting in Capacity Pay

A supervisor assigned to perform the duties of a higher rank on a temporary basis, as determined by the Chief of Police, shall receive pay at the higher rank's rate for all hours worked in that capacity, provided the assignment exceeds 14 consecutive days. The pay shall begin to be calculated beginning with the 15th day in this capacity. Routine absences for vacation shall be exempt from this agreement.

3.7 Minimum Patrol Officer Staffing

The City shall maintain a minimum staffing level of on-duty uniform officers of five (5) per shift. Should the number of on-duty officers drop below five (5), any vacant position will be

posted for overtime as soon as possible. Should no officer voluntarily accept the open overtime slot, the on-duty shift supervisor shall begin the process to involuntarily fill the position.

ARTICLE 4

HOURS OF WORK AND OVERTIME

4.1 Standard Workweek

A. All officers shall be eligible for overtime at one and one-half (1.5) their regular rate of pay or compensatory time at a rate of one and one-half (1.5) for all hours worked in excess of 84 hours per two-week pay cycle.

B. Officers shall receive a minimum of three hours compensation for court sessions attended during non-working hours and for any time an officer is called in while off-duty for work-related business. Officers called in for unscheduled work-related business, such as shift coverage, a special team's emergency call out, or any other non-scheduled mandatory callback, shall be compensated at the pay rate of time and one-half. This pay begins when the call out is received by the covered officer and ends when released from duty. Officers shall receive a minimum of three (3) hours when called in to return to the workplace and for all hours worked beyond three (3) hours.

C. Overtime and compensatory time shall be paid as required by the provisions of the Fair Labor Standards Act (FLSA) and this Agreement.

D. The following benefit time shall be counted as hours worked for overtime purposes: paid time off, bereavement, jury duty, workers' compensation, FOP Labor Council time for appointed representatives engaged in meet and confer duties or representation duties, approved leave for education if it is on-duty time, sick time, military time, and comp time.

E. The standard work week for 12-hour uniform sworn officers shall average 42 hours. This is based on seven twelve-hour shifts scheduled in a two-week rotation, which includes two consecutive workdays, two days off, three consecutive workdays, two days off, two consecutive workdays, and three days off, without interruption. Officers covered by this section shall work a total of 84 hours per pay period. Alternative work week configurations may be adopted by the department to temporarily fill a need. However, a temporary alternative work week will not result in an officer receiving lower than normal bi-weekly pay. The Department shall ensure the alternate work week enables the officer the ability to work the 84 hours required to maintain the normal bi-weekly pay for that period.

4.2 Pay Periods & Attendance Cards

A. Pay periods will be for a period of two weeks. The Clerk-Treasurer's office issues an annual schedule of pay dates. Any error in an officer's pay should be reported immediately to the Clerk-Treasurer so it can be corrected. Any request for payroll adjustment must be submitted in writing to the Clerk-Treasurer. Should an officer wish to designate a family member or other person to have access to their payroll information, such designation must be in writing to the Clerk-Treasurer.

B. Officers are responsible for reporting their own time. It should be submitted to the officer's supervisor at the end of the two-week period. The supervisor will approve and forward to the Clerk-Treasurer's office for processing. Officers are covered by the Fair Labor Standards Act and are responsible for submitting hours worked each pay period into the payroll system of the City's choosing.

4.3 Non-Exempt Professional Police Employees: Compensatory Time Off

A. As used herein, "Chief of Police" shall refer to the Chief of Police for the City or the Chief of Police's designee.

B. When an officer works more than 84 hours in a given work period, they may substitute compensatory time off for overtime pay.

1. The Department shall schedule mandatory in-service training on the officer's regularly scheduled workday whenever practical. If the mandatory in-service training must be scheduled on an officer's regularly scheduled day off, the officer may elect to take off equivalent time another day during the same pay period if staffing permits, receive compensatory time, or overtime for the mandatory training day.

a. Mandatory in-service training shall be defined as in-service training conducted in person and required of all sworn officers such as defensive tactics, TAC Med, Emergency Vehicle Operations, STOPS, firearms training and qualifications, and less lethal.

b. Workday shall mean the day an officer is regularly scheduled to work determined by the day the shift begins on. It does not refer to specific hours within that day.

c. This section shall apply to officers attending mandatory in-service training and not instructors providing said training.

2. All other training or details that could result in an officer exceeding 84 hours in a work period, shall be guided by the following principles in order:

a. Supervisors shall first attempt to schedule training/details on the officer's regularly scheduled workdays.

b. If the training/detail must be done on an officer's regularly scheduled day off, supervisors will work with the affected officer to take off equivalent time another day during the same pay period.

c. If the staffing level does not allow for an officer to take off equivalent time another day during the same pay period, the supervisor shall offer the officer the ability to receive compensatory time or overtime for the hours exceeding 84 in that pay period.

C. Where compensatory time off is substituted for overtime pay, the officer shall be entitled to compensatory time off at the rate of 1½ hours of compensatory time off for each hour worked in excess of 84 in a work period.

D. When an officer earns compensatory time off, the officer shall be allowed to accrue a compensatory time off balance up to 24 hours. Once an officer has accrued a balance of 24 hours of compensatory time off, the officer shall not accrue any additional compensatory time off until the officer's compensatory time off balance is reduced below 24 hours.

E. When an officer has accrued a balance of 24 hours of compensatory time off, the officer will be paid overtime for any hours worked in excess of 84 in a work period until such accrued balance is reduced below 24 hours.

F. Officers must submit requests to use earned compensatory time off to their immediate supervisor. The supervisor shall allow officers to use accrued compensatory time off within a reasonable period of time after the officer has made such a request, subject to the needs of the Department and in a manner that will not unduly disrupt the operations of the Department.

G. Under no circumstances may an officer take compensatory time off until the officer has earned compensatory time off.

H. Officers cannot demand the payout of accrued but unused comp time during employment. In the City's discretion, the City may elect to pay out accrued but unused compensatory time off at any point during the calendar year. In all cases, officer accrued but unused compensatory time off balances shall be paid out in full upon separation from employment. Accrued compensation time of hours will be carried forward from calendar year to calendar year.

4.4 On-Call Compensation

On-call compensation for detectives shall be \$50.00 per 24-hour on-call day. Detectives may opt to waive the \$50.00 on-call pay in exchange for one (1) hour of comp time.

4.5 Detective Schedules and On-Call Flexibility

A. Detectives may flex their work hours with approval of their supervisor.

B. When a detective is designated as the on-call detective, they may work any combination of hours during their on-call period with approval from their supervisor. The on-call detective may work on their "on-call" weekend with approval of their supervisor.

4.6 Posting and Assignment of Overtime

Overtime opportunities shall be posted by the Department as soon as possible and detail the date, time, and duration of the assignment. These postings shall be filled on a first-come basis, with supervisor approval and according to current Department policy.

4.7 Patrol Shift Bidding by Seniority

A. Patrol officers shall have the opportunity to bid for their preferred shifts based on seniority, as determined by hire date and badge number, subject to the operational needs of the Department.

B. The Department shall attempt to post a shift bidding schedule annually, no later than November 1, for the following calendar year. Exceptions may be made for unforeseen circumstances. The schedule shall include available patrol shifts and shift times, as determined by the Chief of Police or designee.

C. The Department shall assign shifts based on seniority, with the most senior officer receiving their highest-ranked preference, provided it does not conflict with operational requirements.

D. In cases where two or more officers of equal seniority bid for the same shift, the officer with the lower badge number shall have preference.

E. Shift assignments shall attempt to be finalized and posted no later than December 1. Once assigned, shifts shall remain in effect for the calendar year unless modified by the Chief of Police due to unforeseen operational needs, with at least thirty (30) days' notice to affected officers, unless exigent circumstances require shorter notice.

F. The Department reserves the right to reassign shifts temporarily for operational needs, such as emergencies, staffing shortages, or special assignments. Officers reassigned temporarily shall return to their bid shift once the operational need is resolved. The Department may also reassign officers to shifts for longer durations in cases where the needs of the Department require it.

ARTICLE 5

BENEFITS

5.1 Health Insurance

The City agrees to use its best efforts to maintain the current health, dental, prescription, and vision insurance plans for officers. The City shall offer Health Savings Plans for officers covered under this Agreement, including spouse and dependents. The City shall contribute \$1,000 for single and \$3,000 for dependent/family plans. Contributions shall be made in January and July. The July contribution is only made if the Know Your Numbers Program has been completed by the appropriate deadline for the given year. This requirement must be met for officers and spouses that are on the medical plan.

Retiree Insurance:

Medical, dental, and vision insurance is available to retired officers and participating spouse and dependents only under the following conditions: The retiree pays 100 percent of the premium. Sworn officers shall be eligible when vested in the 1977 Police Officers and Firefighters Pension and Disability Fund or are determined to be disabled by the Fund. Those officers still enrolled in the civilian PERF plan must have a combination of service and age that equals at least 70 years. Officers must have completed a minimum of five continuous years of coverage under the City's medical, dental, or vision insurance plan immediately prior to retiring.

5.2 Paid Time Off

Officers shall accrue Paid Time Off as follows:

Officers with the following hire dates shall be eligible for the following number of Paid Time Off hours to be used during their first full calendar year of employment beginning January 1st:

Hire Date	Paid Time Off Eligibility (in Hours)
January 1 - June 30	84
July 1 - August 31	48

Hire Date	Paid Time Off Eligibility (in Hours)
September 1 - December 31	0

Paid Time Off hours received annually for all sworn police officers after the first year:

Years	Hours
2nd – 3rd	228
4th – 7th	264
8th – 14th	312
15th – 21st	348
22nd - plus	384

Unused paid time off (PTO) days at the end of the calendar year in which they are available for use may not be carried over into the next calendar year, unless a special circumstance that must be approved by the Mayor, and no payments will be made in lieu of taking paid time off (PTO). Administrative sworn personnel in police and fire may carry over five days of earned and unused paid time off (PTO) at the end of each calendar year but the accumulation from year to year may not exceed 5 days, unless a special circumstance that must be approved by the Mayor. If additional paid time off (PTO) carryover is approved, the additional time must be used in the first six (6) months of the following year. Any other remaining earned and unused paid time off (PTO) days at the end of a calendar year will be lost and not paid out. In other words, no payments will be made in lieu of taking paid time off (PTO), except, as described below, for payment of paid time off (PTO) days at the time of termination.

5.3 Sick Leave

Officers shall accrue 96 sick leave hours per year, cumulative up to 320 hours. Sick leave may be physical injury or illness, psychological condition or disability that incapacitates the officer to a degree that performance of the officer's job assignment is impaired. Outside employment is prohibited for any medical leave of absence. Sick leave may also be used for absences related to professional medical diagnosis and treatment but does not include routine appointments. Finally, sick leave may be utilized when an officer is unable to work because the officer is quarantined.

5.4 Sick Hour Bank

To be eligible to enroll in the Sick Hour Bank, the officer first must have available the maximum allowable number of hours that may be accumulated (320 hours).

A. Enrollment:

1. Officers may elect to participate in the Sick Hour Bank by completing an Enrollment Form and contributing the required number of accumulated Sick Hours to the Sick Hour Bank during the City's Sick Hour Bank open enrollment period.
2. The open Enrollment Period shall begin on December 1st and close on December 31st.

3. To enroll in the Sick Hour Bank, the officer must donate ninety-six (96) of his or her accumulated Sick Hours to the bank.
4. Any officer who fails to complete the Enrollment Form by December 31st and/or contribute the required number of accumulated sick hours during the open enrollment period shall be ineligible to submit claims against the Sick Hour Bank during the following calendar year.

B. Continued Participation in the Sick Hour Bank:

1. To remain actively enrolled in the Sick Hour Bank, the officer must donate forty-eight (48) Sick Hours during the enrollment period each subsequent year to remain qualified to submit claims against the Sick Hour Bank the following calendar year.
2. Any officer who fails to contribute the required number of accumulated Sick Hours during the Open Enrollment period shall be ineligible to submit claims against the Sick Hour Bank during the following calendar year.

C. Administration:

1. An officer must be a member of the Sick Hour Bank for at least sixty (60) days prior to applying for benefits from the Sick Hour Bank.
2. The maximum benefit that any individual officer may claim against the Sick Hour Bank in a given calendar year is the lesser of one thousand four hundred and forty (1,440) hours or the balance of Sick Hours contributed by all City employees that remain in the Sick Hour Bank.
3. Any officer petitioning to utilize the Sick Hour Bank must have utilized all of his or her paid time off benefits (Sick Hours, Personal Hours, Vacation Days, etc.) before being able to utilize the Sick Hour Bank.
4. Any officer who desires to make a claim against the Sick Hour Bank must submit his or her request on the City's Sick Hour Bank Request Form accompanied by appropriate documentation from the officer's medical provider explaining the officer's need for and the expected length of the officer's leave.
5. Claims against the Sick Hour Bank may only be made for the officer's own major medical issue. The Sick Hour Bank does not cover extended leave to care for a family member with a major medical issue.

6. An officer may not make a claim against the Sick Hour Bank during any time period during which he or she is receiving Worker's Compensation wage replacement benefits.
7. All claims against the Sick Hour Bank must be approved by the Executive Chief and/or City Council.
8. Any officer who makes an approved claim against the Sick Hour Bank in a given calendar year will be relieved of the forty-eight (48) sick hour donation requirement for that year.
9. Any Sick Hours donated to the Sick Hour Bank are non-redeemable except for a qualified claim. Hours contributed to the Sick Hour Bank will not be paid out upon termination.

5.5 Sick Leave Payout

Upon an officer's separation from employment, the City agrees to compensate the officer \$350 for each day remaining in the officer's balance of accrued sick leave, not to exceed \$7,000.00.

5.6 Perfect Attendance

Officers covered under this Agreement that do not use accrued sick leave in a calendar quarter shall be credited \$175.00 per quarter, held in reserve and paid as compensation at the end of the calendar year. Officers that have maximum accrued sick leave (320 hours) may choose to convert accrued balance of sick leave, not to exceed four shifts/work days, to compensation equaling \$175.00 per shift/work day, at the end of each calendar year.

5.7 Pension

Officers shall participate in the Indiana Public Employees' Retirement Fund (PERF) or the 1977 Police Officers' and Firefighters' Pension Fund, as applicable, with a contribution of 5% of the certified salary for a 25-year 1st Class Officer. Officers who have previously elected to remain in the Civilian PERF Plan shall continue to have their employee contributions covered by the City.

5.8 Clothing Allowance

Officers with twelve (12) months of service in the Department will receive a clothing allowance of One Thousand Four Hundred Fifty Dollars (\$1,450) per year, to be paid in a lump sum on or before April 1 of each year. Such payment shall not be taxable income.

5.9 Protective Clothing and Equipment

The City agrees to provide protective clothing and equipment to all officers for usage in their official duties. The City agrees to cover all costs associated with replacing any issued protective clothing and equipment that becomes damaged during and due to the officer's official duties. All officers will receive:

1. When a probationary officer is first hired, they will be sized for and receive a suitable weight-bearing outer carrier. Any additional weight-bearing outer carriers received at a later time will be subject to payment by the officer themselves.

5.10 Clothing and Glasses

The City agrees to cover the cost to replace items of personal clothing/gear that are damaged or destroyed during and due to the officer's official duties. Personal clothing items and prescription eyewear shall be limited to \$400.00. Watches shall be limited to \$100.00. Personal items of greater value should not be worn or used in the course of an officer's duties.

5.11 Life Insurance

The City shall provide coverage for officers in the amount of \$25,000 life benefit and \$25,000 accidental death and dismemberment, with options for additional coverage at the officer's expense.

5.12 Paid FOP Legal Defense and FOP Dues

The City shall pay for FOP Legal Defense coverage and FOP dues for all officers of the Department, consistent with Departmental policy and subject to annual review.

5.13 Employer Contribution to 401a - for Covered Members 1977 PERF

The City shall contribute an amount equal to the employer's 6.2% Social Security portion of each officer's salary, plus an additional 2% of the PERF certified salary and \$750 annually, into a 401a retirement account for each officer.

5.14 Employer 401a Contribution for Covered Members – Sworn Officer Civilian PERF

For all covered officers who are participants in the Sworn Officer Civilian PERF plan, the City shall contribute an additional 2% of the PERF certified salary and \$750 annually into a 401a retirement account for each of these officers.

5.15 Civilian PERF 401a Contribution

For all officers covered under the civilian PERF plan, the City shall cover their contribution with an additional 13 percent of their base salary deposited into their 401a retirement account either biannually or per pay at the City's discretion.

5.16 ProTeam Wellness

The City shall continue to provide ProTeam Wellness services to all officers covered under this Agreement. If the City wishes to change vendors for the ProTeam Wellness program, the City shall notify the FOP Labor Council in writing at least thirty (30) days prior to the proposed change.

5.17 Physical Training (PT) Assessment Incentives

Officers who pass the Indiana Law Enforcement Academy (ILEA) exit standards shall receive \$1,250 in the spring and \$1,250 in the fall, totaling \$2,500 annually, in addition to 24 hours of incentive fitness time off for passing each assessment session. This fitness time off may be carried over into the next calendar year up to 60 hours.

5.18 Fitness Time

Officers shall be granted access to City gym equipment and up to three (3) hours per week of on-duty paid fitness time in accordance with the current Department policy.

5.19 Long-Term Disability

The City shall provide fully paid long-term disability insurance for all officers covered under this Agreement.

5.20 Military Leave

A. An Officer who is a member of the Indiana National Guard, a member of a reserve component, or a member of the retired personnel of the naval, air, or ground forces of the United States is entitled to a maximum of 120 work-day hours per calendar year, without loss of pay or paid time off (PTO), for the time when the officer is: (1) on training duties of the state under the order of the governor as commander in chief; or (2) a member of any reserve component under the order of the reserve component authority. (I.C. 10-16-7-5(b)). An officer may be required to present copies of military orders or other notification papers to their supervisor to substantiate a requested leave. The portion of any military leaves of absence in excess of 120 work-day hours per calendar year will not be compensated by the City. Unused leave will not carry over into the following year.

B. The City shall make both the employee and employer contribution to the appropriate pension system for the officer. The officer shall continue to earn credit for longevity while on leave. The City shall make all required contributions on behalf of the officer and dependents based on enrollment at the time of deployment for applicable elected insurance coverage (medical, dental, vision). The City shall not be required to cover elected contributions for the officer pertaining to supplemental retirement plans during deployment.

5.21 Family and Medical Leave

A. An eligible officer on or anticipating a leave of absence or intermittent leave due to a serious health condition (non-duty related) will be required to have a Certification of Health Care Provider for Employee's Serious Health Condition form (FMLA form WH-380-W) completed by the officer's health care provider. The referenced form is available at the City's Human Resources Department and the completed form is to be submitted to Human Resources. (Please refer to City of Westfield Policy Manual or the United States Department of Labor web site at www.dol.gov/whd/fmla for more information regarding eligibility and leave entitlement provisions.)

B. Officers shall use available paid leave concurrently while using FMLA leave provided the leave is otherwise unpaid (e.g., vacation, sick, personal). Officers shall only be eligible to use their accumulated sick leave while on FMLA leave if the FMLA leave is taken for the officer's own serious health condition

C. The FMLA provides up to either 12 or 26 weeks of job-protected leave. Upon return, the officer will be restored to the position he or she held prior to taking FMLA leave or to an equivalent position with respect to pay, position, and responsibility.

D. During FMLA leave, the City is required to maintain the group health benefits for the officer while on leave. Any employee cost for such insurance is still the responsibility of the officer

while on leave. The officer is expected to make arrangements with the Chief of Police and with the Clerk-Treasurer's office for payment of the officer's obligation.

E. In the event of a conflict between the language herein and City policies related to FMLA, the language included in the City policies, as of the effective date of this Agreement, shall prevail. In the event of a conflict between the language herein and applicable laws, the applicable laws shall prevail.

5.22 Removal of Social Security Deduction

The City agrees to remove those officers covered under this Agreement and enrolled in the 1977 Police Officers and Firefighters Retirement Fund from the obligation of paying in Social Security. This change shall be reflected as follows:

1. The City shall contribute 6.2% of the officers' wages (former employer contribution to Social Security) to a qualified and approved 401a fund on the officers behalf on a per pay basis.
2. In addition the officers' Social Security contribution of 6.2% shall no longer be deducted from the officer's payroll.

5.23 Parental Leave

The City will provide up to 2 weeks of Paid Parental Leave for 8-hour shift personnel (up to eight (8) shifts for 12-hour Police personnel and up to five (5) shifts for 24-hour Fire personnel) to officers following the birth of an officer's child or the placement of a child with an officer in connection with adoption or foster care. The purpose of Paid Parental Leave is to enable the officer to care for and bond with a newborn or a newly adopted or newly placed child. This policy will run concurrently with Family and Medical Leave Act (FMLA) leave, as applicable.

5.24 Trading Time

Officers covered by this Agreement may voluntarily trade scheduled work hours with another qualified officer, provided the trade does not interfere with the operational needs of the Department. All time trades must be approved in advance by the officers' immediate supervisor or the Chief of Police's designee. Requests for time trades must be submitted in writing prior to the scheduled shift, unless exigent circumstances prevent such notice. Approval shall not be unreasonably withheld, provided the trade maintains adequate staffing levels and operational efficiency, as determined by the Chief of Police or designee. Traded hours shall not result in overtime liability for the City unless otherwise approved, and officers participating in the trade remain responsible for ensuring their assigned shifts are covered.

ARTICLE 6

TAKE-HOME POLICE VEHICLES

6.1 Vehicle Issuance

All officers covered under this Agreement will be issued a take-home police vehicle as the City's budget allows. The vehicle shall be issued, used, and cared for in accordance with Departmental policies and procedures (i.e., General Order 41.3.1). This privilege may be revoked by the Chief of Police, or designee, temporarily or permanently with due cause as a result of serious or continued violations of the aforementioned Departmental policies and procedures.

6.2 Off-Duty Use Restrictions

Parallel to Departmental policies and procedures, off-duty use of the vehicle will be limited to the Counties of Hamilton, Marion, Hendricks, Boone, Clinton, Tipton, Madison, Hancock, Howard, Grant, Delaware, Henry, Rush, Shelby, Johnson, Morgan, Putnam, Montgomery, Tippecanoe, Carroll, Miami, Wabash, Huntington, Wells, Blackford, Jay, Randolph, Wayne, Fayette, Franklin, Decatur, Bartholomew, Brown, Monroe, Owen, Parke, Fountain, Warren, Benton, White, Adams, Allen, Whitley, Kosciusko, Fulton, Pulaski, Jasper, Newton, Vermillion, Vigo, Clay, Sullivan, Greene, Lawrence, Jackson, Jennings, Ripley, Dearborn, Union, and Cass.

6.3 Additional Use

The use of take-home police vehicles can occur outside of the listed counties with prior approval from the Chief of Police, or designee.

ARTICLE 7

GREIVANCE PROCEDURE

7.1 Definition

A grievance is defined as any dispute concerning the interpretation or application of this Agreement.

7.2 Step 1: Supervisor Review

The officer or the FOP Labor Council shall submit a written grievance to the immediate supervisor within ten (10) days of the incident. The supervisor shall respond in writing within seven (7) days.

7.3 Step 2: Chief of Police Review

If unresolved, the grievance shall be submitted to the Chief of Police within seven (7) days of the Step 1 response. The Chief of Police shall meet with the FOP Labor Council and officer and respond within ten (10) days.

7.4 Step 3: Arbitration

If unresolved, the grievance may be submitted to binding arbitration, with the arbitrator selected by mutual agreement and costs shared equally. The arbitrator's decision shall be final, subject to Indiana law.

ARTICLE 8

DISCIPLINE AND DUE PROCESS

8.1 Discipline

Disciplinary actions shall comply with applicable law (including I.C. 36-8-3.5 *et. seq.*), City of Westfield Ordinance 24-59 (Establishing a Merit System for the Westfield Police Department), Departmental and other applicable City policies, and the Manual of Rules for the Westfield Police Merit Commission.

8.2 Representation

A. An officer covered by this Agreement that is the subject of a formal investigation shall have the right to be represented by counsel of his or her choosing and may request counsel at any time before or during interrogation. When such request for counsel is made, no interrogation shall proceed until reasonable time and opportunity are provided the officer to obtain counsel (not to exceed 24 hours).

B. “Formal investigation” means the process of investigation ordered by a commanding officer during which the questioning of an officer is intended to gather evidence of misconduct, which may be the basis for filing charges seeking his or her demotion, termination, or unpaid suspension from duty in excess of 1 work shift.

C. “Interrogation” means the questioning of an officer pursuant to an investigation initiated by the Department in connection with an alleged violation of Department rules, which may be the basis for filing charges seeking his or her suspension, demotion, or termination. The term does not include questioning as part of an informal inquiry as to the allegations of misconduct relating to minor infractions of Department rules which may be noted on the officer’s record but which may not in themselves result in demotion, termination, or unpaid suspension from duty in excess of 1 shift.

8.3 Right to Counsel

When an officer is interviewed, formally or informally, regarding a matter that might lead to disciplinary action, if that officer requests counsel, all questioning will cease for a reasonable period of time (not to exceed 24 hours) until counsel (selected by the officer) can be present.

8.4 Body Camera Footage

In the event there is body camera footage related to an investigation conducted under this Section, the officer under investigation shall have the right to view said footage, with legal counsel or an FOP Labor Council representative, prior to making any official statements.

8.6 Personnel Files

A. The Chief of Police shall maintain personnel files for all officers. Officers shall be allowed to examine the contents of their own personnel file, in the Chief of Police’s office, during regular City business hours and, upon request, may receive copies of the documents contained in their personnel file.

B. Officers may not remove any document from their personnel file, but may challenge, in writing, any data believed to be inaccurate. The Chief of Police shall direct an investigation of all such challenges. If there exists any comment adverse to an officer's interest contained in his or her personnel file, the officer may file a written response to the same with the Chief of Police. With approval of the Chief of Police, which approval shall not be unreasonably withheld, this response shall be attached to said adverse comments. It is understood and agreed that information retained by the Internal Affairs files shall not be included in the officer's personnel file or available for review and/or copying by such officer, except as required by the Indiana Access to Public Records Act.

C. Once an officer is scheduled for interrogation by the Department concerning an internal investigation, he or she will be informed of the nature of the complaint but not the name of the complainant.

ARTICLE 9

PROHIBITION AGAINST DISCRIMINATION

9.1 Non-Discrimination Policy

Both the City and the FOP Labor Council agree to not discriminate against any officer on the basis of race, sex, creed, religion, color, sexual orientation, marital or parental status, age, national origin, political affiliation and/or beliefs, or other non-merit-based factors. Rights of officers pursuant to this section are not exclusive and shall be inclusive of any and all other remedies available to them by law.

9.2 Protection of Rights

The City and the FOP Labor Council agree that no officer shall be discriminated against, intimidated, restrained, or coerced, in the exercise of any rights granted by this Agreement, or on account of membership or non-membership in, or lawful activities on behalf of the FOP Labor Council.

ARTICLE 10

NO STRIKE OR LOCKOUT

10.1 Strike Prohibition

During the term of this Agreement between the City and the FOP Labor Council, the FOP Labor Council shall not call, issue, or authorize a strike by the officers or FOP Labor Council members. Likewise, the City shall not lockout officers during the term of this Agreement. An exception to this prohibition would be if an officer or member of the FOP Labor Council voluntarily ends their employment with the City.

ARTICLE 11

FOP RIGHTS

11.1 F.O.P Rights

The FOP Labor Council, and all members of the same, shall maintain all rights protected by law. This shall include the right to meet and confer during agreement negotiations with regard to City policy matters directly affecting wages, hours, benefits, and terms/conditions of employment.

ARTICLE 12

MANAGEMENT RIGHTS

12.1 Management Rights

Subject to the terms of this Agreement, the FOP Labor Council agrees that it is the exclusive right of the City to:

Maintain order and efficiency in the operations of the Department, and determine the methods, means, organization, and personnel by which such operations are to be conducted.

Hire, direct, promote, discharge, maintain performance standards and/or discipline officers in accordance with existing laws governing the Westfield Police Department Merit Commission.

Operate and manage the work of the Department; including but not limited to hours of work, scheduling of meal breaks, training, instituting technological changes for improvements in operations, and require the taking of physical or mental tests (if such test is to ensure the safety of the tested officer and/or the public). Testing will be conducted consistent with any existing standards of Indiana Public Employees Retirement Fund.

Allocate personnel, equipment, and other resources in a manner the Chief of Police believes is in the best interest of public safety and the safety of personnel.

Take all actions described in I.C. 36-8-22-10 (existing rights of employers), as may be amended from time to time.

All terms and conditions of employment not addressed in this Article or otherwise in this Agreement shall continue to be provided in and at the sole discretion of the City. All applicable ordinances for the City of Westfield and laws for the State of Indiana shall apply.

ARTICLE 13

SENIORITY, LAYOFF, & RECALL

13.1 Layoff and Recall Procedure

In the event of a reduction of the workforce of the Department, if permitted by applicable law- the last person to be hired on the Department shall be the first person laid off. If and when reinstatement occurs, the last person laid off will be the first person called back to work. Seniority for purposes of this section shall be determined by hire date and badge number.

13.2 Notification

The City will make a reasonable effort to provide officers covered by the provisions of the Agreement at least 30 days' notice prior to the effective date of a layoff.

ARTICLE 14

K-9 COMPENSATION

14.1 FLSA Compliance

Pursuant to the Fair Labor Standards Act (FLSA), time spent by officers on off-duty activities, including feeding, grooming, exercising, and other necessary care of assigned Department canines, constitutes an integral and indispensable part of their principal duties.

14.2 Compensation Rate

Accordingly, officers who perform off-duty care and maintenance of a Department canine shall receive twenty-five dollars (\$25.00) per day. If the FLSA rate rises above the \$25.00 dollars per day, the officer shall be paid the higher rate.

14.3 Limitation

Canine compensation is limited to days in which an officer covered under this section engages in compensable activities related to the care and maintenance of a Department canine.

ARTICLE 15

TRAINING AND EDUCATIONAL INCENTIVES

15.1 Tuition and Educational Assistance

While tuition and educational assistance is expected to enhance an officer's performance and professional abilities, the City cannot guarantee that participation in formal education courses, licenses, and certifications will entitle the officer to automatic advancement, a different job assignment, or pay increases.

The Chief of Police may consider for approval, on a case-by-case basis, requests for tuition and educational assistance for university courses, technical school classes, professional licensing, certifications, and preparatory courses that are directly work related or that will assist an officer

in preparation for future responsibilities with the City. The officer is required to complete a Tuition and Educational Assistance Acknowledgement for courses, licenses, or certifications that at completion would total a minimum of \$3,000 or more. The acknowledgement must be approved by the Chief of Police prior to beginning any course, license, or certification. This acknowledgement can be found in the Human Resources Department and will be retained in the officer's personnel file. The City will typically only pay an amount up to the amount established by law above which such is considered taxable wages. The officer will use a Purchase Card (if vendor accepts) to pay for any approved course(s). Upon completion of the course the officer must provide their supervisor, Human Resources, and the Clerk's office with proof of earning a minimum grade of C. If a grade scale is not relevant to the course, license, or certification then the officer must provide their supervisor and Human Resources with proof of completion. If the officer fails to earn at least a grade of C or fails to complete the course, license, or certification for any reason, the officer will be responsible for repaying the City the cost of the course, license or certification.

Any officer who participates in the tuition and educational assistance program under this policy is expected to remain with the City as a full-time employee for a minimum of two (2) years after completion of any approved course, license, or certification. To the extent permitted by law, an officer who fails to do so, for any reason, shall be required to refund some or all of the money paid by the City for each course or certification, including CDL School, that totals a minimum of \$3,000. Similarly, if an officer's employment terminates for any reason before the officer completes an approved course, license, or certification for which the City paid, the officer shall be responsible for refunding the City some or all of the money it paid. The City may waive the repayment requirement if the officer is unable to work for health reasons or other sensitive situations that may be considered.

An officer shall be obligated to repay the City all tuition and educational assistance payments provided by the City according to the above and according to the following schedule:

Years of employment after successful completion of course or certification:	Percentage of tuition and educational reimbursement to be repaid:
LESS THAN 1 YEAR	100%
1 YEAR, BUT LESS THAN 2 YEARS	50%
2 YEARS OR MORE	0%

Beginning in 2027, if an officer is within 5 years of being vested in the 1977 Police and Firefighters PERF pension, the tuition reimbursement may be used for a technical or other school for obtaining skills unrelated to their current duties for preparation into the workforce after separating from the City. If the officer covered under this Agreement is enrolled in the civilian PERF, they must be within 75 points (Age + years of service in the Indiana civilian PERF pension) to be eligible for this benefit.

15.2 Training Compensation

The City agrees to cover any and all costs related to Department-approved training, including:

- A. Travel time, as permitted or required by applicable laws.
- B. Cost of gas (with a Department-issued vehicle).
- C. Cost of lodging if the training location is outside of fifty (50) miles, of actual roadway, from the Department Headquarters.
- D. Cost of food shall be covered in accordance with the most up to date numbers from the City handbook. Currently set at up to fifty dollars (\$50.00), if the training location is outside of fifty (50) miles, of actual roadway, from the Department Headquarters. City policy dictates up to \$60.00 if training is out of state.
- E. Cost of the Department-approved training itself.
- F. The officer's hourly rate for the number of hours that the training is scheduled for and any applicable travel time.
- G. Cost of any necessary supplies or equipment for the training.
- H. The City shall schedule mandatory training on the officer's regularly scheduled workdays whenever practicable.

ARTICLE 16

SAFETY

16.1 Safety Policy

It is mutually agreed by both parties that it shall be their continuing policy to develop procedures, policies, and work assignments which will provide maximum efficiency and harmony in the City's task of administering its affairs and in providing for the safety of the officers of the Department.

ARTICLE 17

LABOR AND MANAGEMENT MEETINGS

17.1 Meeting Schedule

The FOP Labor Council and the City mutually agree that in the interest of efficient management and harmonious employee relations, meetings shall be held between the FOP Labor Council and City representatives at least bi-annually (and/or more or less if mutually agreed). Such meetings shall be scheduled within one week of either party submitting an agenda to the other or at a time mutually agreed upon by the parties, and shall be limited to:

- a. Discussion of the implementation and general administration of this Agreement;
- b. A sharing of general information of interest to the parties;
- c. The identification of possible health or safety concerns.

17.2 Attendance

An FOP Labor Council representative and/or Department steward may attend these meetings. The City may assign appropriate management personnel to attend.

17.3 Scope of Meetings

It is expressly understood and agreed that such meetings shall be exclusive of the grievance procedure. Such meetings shall be chaired by the City representative and there shall be no loss of wages for attendance by FOP Labor Council representatives and/or affected officers. Grievances and arbitrations shall not be discussed at such meetings.

ARTICLE 18

ENTIRE AGREEMENT

19.1 Supersession

This Agreement constitutes the entire understanding between the parties and supersedes all prior agreements. Any amendments must be in writing and signed by both parties.

ARTICLE 19

SEVERABILITY

19.1 Invalid Provisions

If any provision of this Agreement is held inconsistent with state or federal laws, invalid, or unenforceable by a court or other competent authority, the remaining provisions shall remain in full force and effect. The parties agree to negotiate in good faith to replace any invalid provision with a valid provision that approximates the original intent as closely as possible, consistent with applicable law.

ARTICLE 20

SAVINGS CLAUSE

20.1 Legal Compliance

This Agreement is entered into with the understanding that all provisions are intended to comply with federal, state, and local laws. Should any provision be found to conflict with such laws, the conflicting provision shall be deemed modified to the extent necessary to comply, and the remainder of the Agreement shall continue in full effect.

SIGNATURES

Mayor:

Signature: _____

Printed Name: _____

Date: _____

Board of Public Works and Safety:

Signature: _____

Printed Name: _____

Date: _____

Fraternal Order of Police Labor Council Agent:

Signature: _____

Printed Name: _____

Date: _____

Parcel No. 29-05-36-000-026.000-015; 29-05-36-004-005.000-015
Cross Reference:

DEDICATION OF PUBLIC RIGHT OF WAY

THIS INDENTURE WITNESSETH: That **Westfield Washington Multi School Building Corporation**, an Indiana nonprofit corporation ("Grantor"), hereby donates, gives, and dedicates to the **City of Westfield**, an Indiana political subdivision (hereinafter "Grantee"), for public right-of-way purposes only, a sixty foot (60') wide area on parcels 29-05-36-000-026.000-015 and 29-05-36-004-005.000-015 situated in Hamilton County, Indiana, and as shown and described in Exhibit "A" attached hereto and made a part hereof.

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

This conveyance of right-of-way is not subject to Indiana gross income tax.

6th IN WITNESS WHEREOF, Grantor has executed this Dedication as of the
day of March 2026.

By: Robert Robey

Title: President

Printed: Robert Robey

STATE OF INDIANA)

) SS:

COUNTY OF HAMILTON)



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

WITNESS my hand and Notarial Seal this 6th day of March 2026

My Commission Expires:

March 29, 2031

Stacia Pratt
NOTARY PUBLIC, A resident of Hamilton
County, Indiana
Printed: Stacia L. Pratt

ACCEPTANCE

WHEREAS, Westfield Washington Multi School Building Corporation (“Grantor”) has this _____ day of March 2026 filed with the City of Westfield Indiana, its dedication of a sixty foot (60’) wide portion of certain real estate shown in Exhibit A for the purpose of establishing public rights-of-way, which Dedication of rights-of-way is set forth in Exhibit A;

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

NOW THEREFORE, said City of Westfield (“City”), under and by virtue of the power conferred upon it by statutes of the State of Indiana, for and on behalf of the City, accepts said Dedication for the purpose of public rights-of-way, and orders that the instrument of Dedication be recorded in the Recorder’s Office of the County of Hamilton, State of Indiana, and said sixty foot (60’) wide area of real estate as described and shown in Exhibit A is hereby declared open and dedicated.

WESTFIELD BOARD OF PUBLIC WORKS AND SAFETY

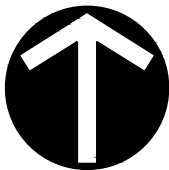
<u>Voting For</u>	<u>Voting Against</u>	<u>Abstain</u>
_____ Scott Willis	_____ Scott Willis	_____ Scott Willis
_____ Nick Snoply	_____ Nick Snoply	_____ Nick Snoply
_____ Nick Barbknecht	_____ Nick Barbknecht	_____ Nick Barbknecht

ATTEST:

Patricia Leuteritz, Public Works Administrator

This document prepared by:
Kaitlin Glazier, City Attorney
City of Westfield, Indiana
2728 E. 171st Street
Westfield, IN 46074

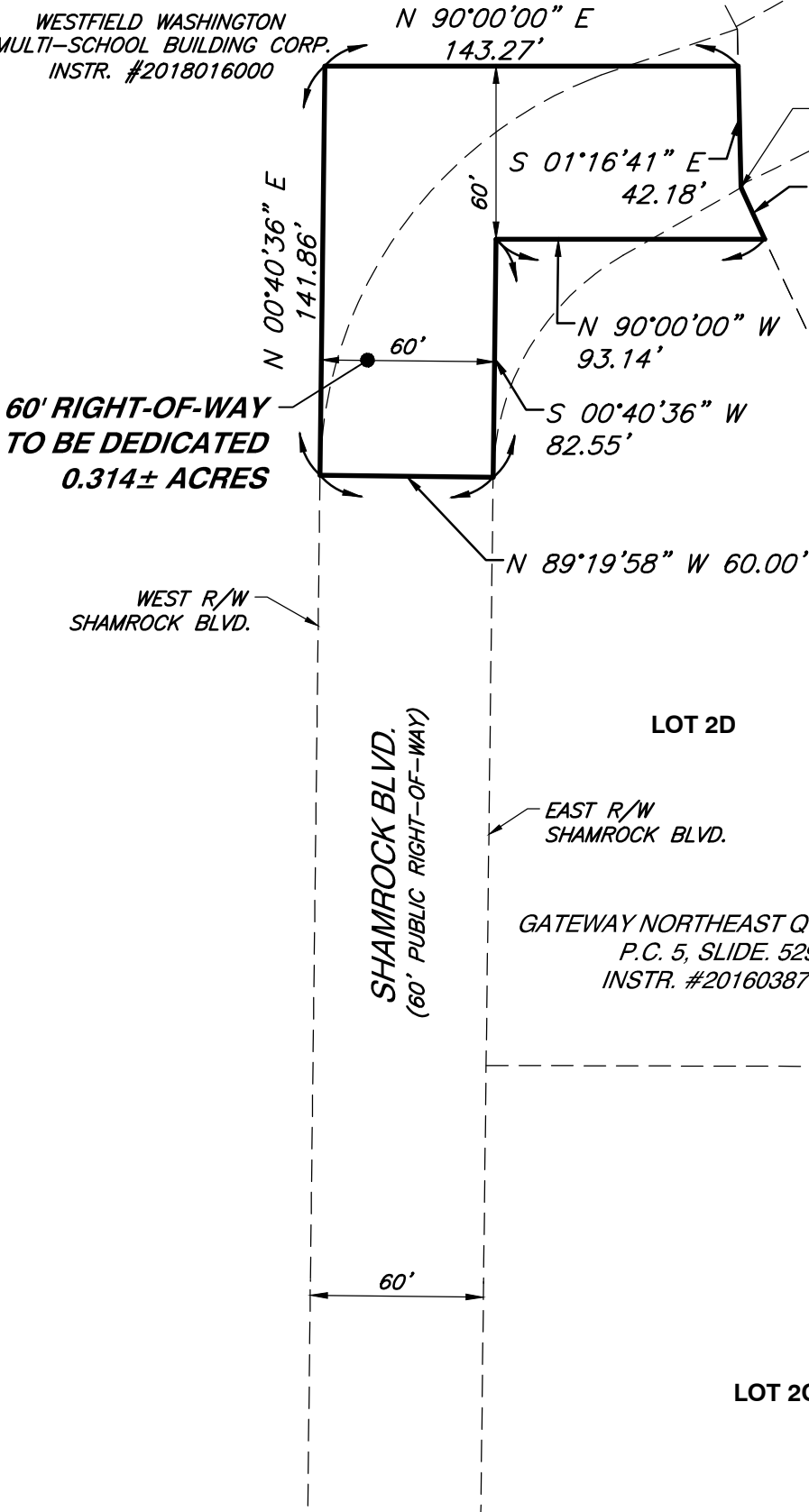
EXHIBIT A



NORTH

INDIANA STATE PLANE
EAST ZONE BEARINGS

WESTFIELD WASHINGTON
MULTI-SCHOOL BUILDING CORP.
INSTR. #2018016000



CREEKWOOD DRIVE
(50' PUBLIC RIGHT-OF-WAY)

POINT OF BEGINNING
NORTH CORNER LOT 2D

LOT 42

NEWBY'S WESTFIELD
HEIGHTS ADDITION
RECORD 2, PAGES 124-127
INSTR. #1959011394

LOT 43

LOT 44

LOT 45

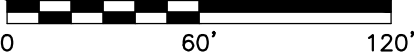
LOT 46

LOT 2D

LOT 2C

GATEWAY NORTHEAST QUADRANT
P.C. 5, SLIDE. 529
INSTR. #2016038710

SCALE IN FEET



REFERENCE:
This exhibit is based upon the boundary
survey by Civil & Environmental
Consultants, Inc., Project No. 346-134
dated December 11, 2024

ENGINEERING, SURVEYING AND LANDSCAPE
ARCHITECTURE IN THE STATE OF NORTH CAROLINA
WILL BE PROVIDED BY CEC SURVEYING AND
LANDSCAPE ARCHITECTS OF NC, PLLC. SERVICES IN
PUERTO RICO WILL BE PROVIDED BY CEC ENGINEERS
& CONSULTANTS, LLC. LANDSCAPE ARCHITECTURE
SERVICES IN THE STATE OF OHIO WILL BE PROVIDED
BY CEC LANDSCAPE ARCHITECTS, LLC.



Civil & Environmental
Consultants, Inc.

433 N. Capitol Avenue
Suite 200
Indianapolis, IN 46204
Ph: 317.655.7777
www.cecinc.com

PERFORMANCE SERVICES INC.
WESTFIELD MIDDLE SCHOOL
345 W. HOOVER STREET
WESTFIELD INDIANA 46074

RIGHT-OF-WAY DEDICATION

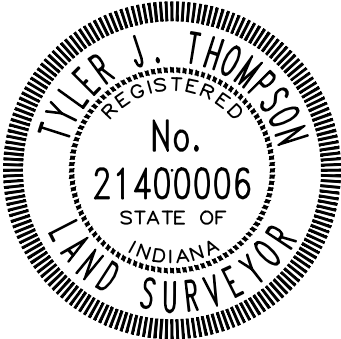
DRAWN BY:	CJV	CHECKED BY:	TJT	APPROVED BY:	TJT	EXHIBIT:
DATE:	OCTOBER 13, 2025	DWG SCALE:	1"=60'	PROJECT NO:	346-134	

RIGHT-OF-WAY DESCRIPTION

A 60 foot wide strip of land being part of the land conveyed to the Westfield Washington Multi-School Building Corporation in Instrument Number 2018016000 in the Office of the Recorder of Hamilton County, Indiana, and parts of both Shamrock Boulevard and Lot 2D, as per plat there of recorded in Plat Cabinet 5, Slide 529 as Instrument Number 2016038710 in said Recorder's office, all being located in the Southeast Quarter of Section 36, Township 19 North, Range 3 East of the Second Principal Meridian, in Washington Township, Hamilton County, Indiana, being surveyed on December 11, 2024 in Job Number 346-134 and more particularly described by Tyler J. Thompson, LS21400006 of Civil & Environmental Consultants, Inc. on October 13, 2025 as follows:

BEGINNING at the North corner of said Lot 2D; thence South 24 degrees 45 minutes 45 seconds East (Indiana State Plane East Zone Grid Bearings) along the East line of said Lot 2D a distance of 19.64 feet; thence North 90 degrees 00 minutes 00 seconds West a distance of 93.14 feet to the northerly prolongation of the East right-of-way of Shamrock Boulevard; thence South 00 degrees 40 minutes 36 seconds West along said northerly prolongation a distance of 82.55 feet to said East right-of-way; thence North 89 degrees 19 minutes 58 seconds West a distance of 60.00 feet to the West right-of-way of Shamrock Boulevard; thence North 00 degrees 40 minutes 36 seconds East along the northerly prolongation of said West right-of-way a distance of 141.86 feet; thence North 90 degrees 00 minutes 00 seconds East a distance of 143.27 feet to the East line of said Plat; thence South 01 degrees 16 minutes 41 seconds East along said East line a distance of 42.18 feet to the Point of Beginning, containing 0.314 acres of land, more or less.


Tyler J. Thompson
Registered Land Surveyor No. LS21400006
October 13, 2025
tthompson@cecinc.com
prepared by Tyler J. Thompson



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. Tyler J. Thompson

REFERENCE:
This exhibit is based upon the boundary survey by Civil & Environmental Consultants, Inc., Project No. 346-134 dated December 11, 2024

ENGINEERING, SURVEYING AND LANDSCAPE ARCHITECTURE IN THE STATE OF NORTH CAROLINA WILL BE PROVIDED BY CEC SURVEYING AND LANDSCAPE ARCHITECTS OF NC, PLLC. SERVICES IN PUERTO RICO WILL BE PROVIDED BY CEC ENGINEERS & CONSULTANTS, LLC. LANDSCAPE ARCHITECTURE SERVICES IN THE STATE OF OHIO WILL BE PROVIDED BY CEC LANDSCAPE ARCHITECTS, LLC.

 Civil & Environmental Consultants, Inc. 433 N. Capitol Avenue Suite 200 Indianapolis, IN 46204 Ph: 317.655.7777 www.cecinc.com		PERFORMANCE SERVICES INC. WESTFIELD MIDDLE SCHOOL 345 W. HOOVER STREET WESTFIELD INDIANA 46074				
		RIGHT-OF-WAY DEDICATION				
DRAWN BY:	CJV	CHECKED BY:	TJT	APPROVED BY:	TJT	EXHIBIT:
DATE:	OCTOBER 13, 2025	DWG SCALE:		PROJECT NO:	346-134	2 OF 2

AGREEMENT FOR EMERGENCY MEDICAL SUPERVISION AND TRAINING SERVICES

THIS AGREEMENT FOR EMERGENCY MEDICAL SUPERVISION AND TRAINING SERVICES (“Agreement”) is entered into by and between **ST. VINCENT HOSPITAL AND HEALTH CARE CENTER, INC. D/B/A ASCENSION ST. VINCENT HOSPITAL** an Indiana not-for-profit corporation (“Hospital”), and **WESTFIELD FIRE DEPARTMENT** (“Department”).

W I T N E S S E T H:

WHEREAS, Department is an Emergency Response Organization certified by the Indiana Emergency Medical Services Commission (“Commission”) to provide emergency medical services to the residents it services;

WHEREAS, Hospital is certified by the Commission as a training institution and has the expertise and capability to provide medical direction, supervision, and emergency medical services training for Department Associates; and

WHEREAS, Department desires that Hospital provide medical direction, supervision, and emergency medical services training as required by the Commission; and

WHEREAS, Hospital agrees to provide medical direction, supervision, and medical services training to Department and its Associates.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

I. DEFINITIONS

Unless otherwise clearly required by the context of this Agreement, the terms set forth below shall have the following meanings. Other terms used herein shall have the meanings ascribed thereto in the Act, as defined below.

1.1 “Act” shall mean the Indiana Emergency Medical Services Act, as outlined in Title 16, Article 31, of the Indiana Code, and the regulations promulgated thereunder in Title 836 of the Indiana Administrative Code, Articles 1 through 4.

1.2 “Associates” shall mean those persons employed or otherwise engaged by Department seeking certification by the Commission to provide various levels of emergency medical services.

1.2 “Life Support” shall mean basic life support, intermediate life support, and advanced life support as those terms are defined in the Act.

1.3 “Medical Director” shall mean a physician, appointed by Hospital and authorized in writing by Hospital’s medical staff, who shall act as the Medical Director for Hospital in its role as Supervising Hospital for Department.

1.4 “Policies of Hospital” shall mean and include the Bylaws and rules of the Hospital, the Bylaws and rules of Hospital’s medical staff as approved by Hospital’s Board of Directors, and other established policies, practices and procedures of Hospital.

1.5 “Preceptor or Primary Instructor” shall mean those individuals employed by Hospital who are qualified to act as Preceptors/Primary Instructor for Associates.

1.7 “Training” shall mean emergency medical services training programs administered by Hospital on behalf of Associates through Hospital’s Preceptor or Primary Instructor pursuant to the terms of this Agreement.

1.8 “Workforce Member” shall mean persons whose conduct, in the performance of work for the Hospital, is under the direct control of the Hospital, including, but not limited to, personnel, employees, volunteers, trainees, and other employees of Hospital, whether or not they are paid by the Hospital.

II. HOSPITAL SERVICES

2.1 Certification of Hospital. Hospital shall remain certified by the Commission as a Supervising Hospital and a Training Institution throughout the term of this Agreement.

2.2 Services. Hospital agrees to provide medical supervision of life support services performed by Department’s Associates in accordance with the Act.

2.2-1 Continuing Education. Hospital shall provide continuing education and instruction opportunities from time to time. Hospital agrees to provide continuing education and instruction in accordance with applicable regulations promulgated by the Commission and any other requirements established by the Commission. Hospital may establish guidelines or requirements which exceed those established by the Commission if deemed advisable by the Hospital in the interests of quality patient care. Department agrees that it shall not employ nor permit an Emergency Medical Technician (“EMT”), A-EMT, or paramedic to perform life support services on Department’s behalf unless the individual has successfully achieved the objectives of continuing education as determined by Hospital. Department agrees to comply with any additional guidelines or requirements established by Hospital related to continuing education under this Agreement.

2.2-2 Audit and Review. Hospital shall provide audit and review services from time to time for the purpose of assessing the level of performance of Department’s EMT, A-EMT, and/or paramedics and the overall performance levels of Department in its rendering of life support services. Hospital shall provide Department with data relevant to the quality of care provided by its EMT, A-EMT, and/or paramedics and its general performance of life support services. Such audit and review services will include, but not be limited to: routine audits of patient care based on review of patient records; observance of field operations; inspections of equipment and facilities; and critiques of radio communications.

2.2-3 Medical Control and Direction.

(a) Protocols. Hospital shall develop standardized policies and procedures for medical control and the development of system protocol and/or standing orders to ensure the proper response to all medical emergency situations by emergency personnel. The protocols shall be signed by

the Medical Director or his designee and said protocols are incorporated herein by reference thereto and made a part of this Agreement. A protocol may be terminated or modified by mutual agreement of the parties or unilaterally by Hospital upon written notice to Department, wherein said termination or modification by Hospital shall be effective upon Department's receipt of the Hospital's written notice.

(b) Location of Protocols. Copies (written or electronic) of complete and current protocols are to be kept in all Department certified emergency medical vehicles, the applicable county dispatcher's office and in the Hospital Emergency Department. A copy shall also be provided to the Indiana Emergency Medical Services Commission. Department shall be responsible for distributing a copy of the protocols to its EMT, A-EMT, and/or paramedics and shall also distribute a copy of every written termination or modification of a protocol to its EMT, A-EMT, and/or paramedics. Hospital shall post copies of all written protocols and copies of every written termination or revision of a protocol in Hospital's Emergency Department and shall make them immediately available to Department, and Commission upon request.

(c) Physicians' Orders. Communication of an order from a physician in the Hospital's Emergency Department, or elsewhere in the Hospital if applicable, shall take precedence over all written protocols.

(d) Performance Standards. Hospital may establish standards regarding overall performance of Department's EMT, A-EMT, and/or paramedics which may exceed those established by the Commission as Hospital, in its discretion, deems advisable in the interest of quality patient care. Department agrees to comply with all such performance standards within ninety (90) days after written notice of such performance standards is provided to Department by Hospital. Said ninety (90) day notice requirement shall not apply if Hospital determines that the performance standards must be implemented in a shorter period of time or upon immediate notice for medical or patient care reasons. If such a determination is made by Hospital and is indicated in the written notice, Department agrees to implement the performance standards immediately upon receipt of said notice or as otherwise directed in said notice.

2.2-4 Emergency Medical Medications and Supplies. Medications and supplies required for the rendering of life support services may be supplied to Department by Hospital, upon approval from the Hospital and in accordance with Hospital policies and all applicable laws. Department shall reimburse Hospital for such medications and supplies pursuant to Section 5.

2.3 Emergency Medical Equipment. Hospital shall monitor the type and quality of emergency medical equipment used by Department in the provision of life support services. Hospital shall make recommendations to Department for the use of appropriate emergency medical equipment

2.4 Medical Director. Hospital shall provide a physician or physician designee, authorized in writing by Hospital's medical staff, who shall act as the Medical Director for Hospital in its role as the supervising hospital for Department. The Medical Director shall at all times be immediately available to supervise the medical procedures performed by Department's clinical personnel via the voice communication system identified in Section 2.8. The Medical Director, or his/her designee, shall be appointed by Hospital.

2.5 Certification Contingency. The provision of services as described in this Article II is contingent upon Department remaining certified by the Commission as an organization for the rendering of life support services. Hospital shall be under no obligation to provide the services described in this

Agreement and shall not provide said services until Department provides Hospital with documented proof that it is currently certified by the Commission as an organization for the rendering of life support services.

All protocols shall be signed by the Medical Director or the Medical Director's designee and are incorporated into this Agreement by reference. A protocol may be modified or terminated by mutual agreement of the parties, or unilaterally by Hospital upon written notice to the Department. Any unilateral modification or termination becomes effective upon the Department's receipt of such written notice.

Clinical protocols developed pursuant to this Agreement may include those governing emergency response operations and Mobile Integrated Health (MIH) operations. Such protocols shall address the scope and practice of the Department's EMTs, paramedics, community paramedics, and Emergency Response Social Worker, as applicable to their respective job functions. MIH related protocols shall be developed in coordination with the Department's EMS Division and shall not alter the certification requirements set forth in this section.

2.6 Competency Review. Hospital shall review the competency of the clinical personnel of Department every two (2) years, and as needed to ensure competency. Hospital shall biennially send a letter to Department attesting to the competency of such personnel.

2.7 Reporting Changes. Hospital shall report in writing to Department any material changes to the parties' relationship under this Agreement, including changes in key clinical Hospital personnel. Such reports shall be made within thirty (30) days of such material change.

2.8 Voice Communication System. Department shall provide means of voice communication to Hospital for medical control. The form of communication may be through the County E-911 Communications Center radio system; the Indiana Hospital Emergency Radio Network; cellular telephones as owned and operated by Department; or by standard telephone lines available for emergency crews to utilize.

III. TRAINING SERVICES

3.1 Training Services. Hospital agrees to provide Training for Department in accordance with the requirements and standards for Basic, Advanced, and/or Paramedic emergency medical training set forth in the Act. Hospital and/or Department shall dismiss any Associate from the training program if the Associate is determined by Hospital to be unacceptable for reasons of health, performance, or any other cause which could interfere with Hospital's operation or quality patient care.

3.2 Qualifications of Associates. Associates must meet and maintain during the term of this Agreement all requirements established by the Commission. Department is responsible for requiring its Associates to meet such Commission requirements and shall provide verification of such when requested by Hospital.

IV. RESPONSIBILITIES OF DEPARTMENT

4.1 Regulatory and Hospital Standards. Department shall be solely responsible for maintaining

compliance with all federal, state and local emergency medical service and life support laws and regulations with regard to its emergency medical units, its employees or independent contractors, its use of drugs, supplies, and equipment and its general operation as an EMT, A-EMT, and/or paramedic organization. Department agrees to comply with Occupational Health and Safety Administration (“OSHA”) requirements, including those applicable to bloodborne and airborne pathogens, during the Field Internship Phase of the Educational Experience.

Department further agrees to comply with all guidelines and standards established by Hospital for Training, continuing education and performance evaluation of Department personnel, employees or independent contractors.

It is agreed that Hospital has no responsibility for verifying that Department and/or its personnel, employees or independent contractors satisfy all federal, state and local requirements as referenced above.

As directed by Department personnel, Hospital personnel and Associates shall also comply with such OSHA requirements while aboard Department’s emergency medical units.

4.2 Primary Duty of EMT, A-EMT, and/or Paramedics to Contact Physician. Department understands and is responsible for informing its personnel, employees and independent contractors that protocols are not intended to encourage autonomous action by EMT, A-EMT’s, and/or paramedics. The purpose of such protocols is to equip the EMT, A-EMT’s, and/or paramedics with a grasp of what is expected of him/her in particular emergency situations to prevent the loss of valuable time. Department EMT, A-EMT’s, and/or paramedics shall establish radio or telephone contact with the Hospital’s Emergency Department before intervening with life support care, except for providing emergency first aid as allowed under the protocols established by Hospital.

4.3 Unsuccessful Attempts to Communicate. Unsuccessful attempts to establish radio communication with Hospital’s Emergency Department by the EMT, A-EMT, and/or paramedic neither absolves the EMT, A-EMT, and/or paramedic nor Department from responsibility to solicit direction from the Hospital Emergency Department Physicians, nor does it constitute authority for the EMT, A-EMT, and/or paramedic to perform any or all of the life support skills, except in those specific instances as allowed in the protocols. The EMT, A-EMT, and/or paramedic is responsible for continuing his attempt to contact the Hospital Emergency Department by radio, telephone or any other means that are available, both at the scene and while transporting the patient.

4.4 Duty to Implement Standards. Department is responsible for implementing and following all performance standards, protocols and requirements of Hospital and the Commission, as such pertain to the rendering of emergency medical services and life support services.

4.5 Blood Transfer Requirements. Hospital and the Department acknowledge that the Department currently participates in out-of-hospital blood product administration. The parties further acknowledge that a blood product exchange program may be explored as a potential future opportunity between the parties. Any such program shall be subject to the requirements outlined in Exhibit A of this Agreement and, if implemented, shall be conducted in accordance with applicable AABB standards and Hospital policies.

4.6 Confidential Information. Department shall instruct its personnel, employees and independent contractors on their responsibility for respecting the confidential and privileged nature of information which may come to their attention in regard to patient medical records and other Hospital information.

4.7 Criminal Background Checks/Health and Safety Screening. Department shall perform criminal background checks relative to Associates pursuant to this Agreement and ensure that all Associates are in compliance with Hospital health and safety screening requirements required by Hospital and provided to Department upon request. Department shall attest, upon request by Hospital and in the form of a letter provided upon placement of a given Associate in the Training program, that said Associate is in compliance with the screening requirements. Department shall permit Hospital to audit Department's applicable records upon request to assure compliance with this Section.

V. REIMBURSEMENT

The Department agrees to reimburse the Hospital for the costs of any medications or supplies provided pursuant to Section 2.2-4 of this Agreement. Reimbursement shall be calculated by adding the Hospital's total cost for such medications and supplies. The Hospital shall submit an itemized invoice to the Department on a monthly basis. Payment of each invoice is due within forty-five (45) days of receipt unless otherwise agreed in writing by the parties.

VI. INSURANCE

6.1 Worker's Compensation. Both parties agree to carry, at each party's own expense, worker's compensation insurance covering all of its employees and employer's liability insurance in an amount required by law or an amount not less than One Million Dollars (\$1,000,000.00).

6.2 Comprehensive and Property Damage Liability. Both parties shall carry, at each party's own expense, occurrence form, primary commercial general liability insurance in minimum amounts of One Million Dollars (\$1,000,000.00) per occurrence, and Two Million Dollars (\$2,000,000.00) general aggregate, and combined single limit on One Million Dollars (\$1,000,000.00) bodily injury, One Million Dollars (\$1,000,000.00) property damage and Two Million Dollars (\$2,000,000.00) general aggregate. Such policies shall also include contractual liability protection insurance to satisfy both parties' indemnification obligations set out in Article VIII below.

6.3 Professional Liability. Both parties shall carry medical malpractice insurance with those limits necessary to qualify themselves as providers under the Indiana Medical Malpractice Act (I.C. 34-18 et seq.), and shall remain providers thereunder throughout the term of this Agreement.

6.4 Proof of Coverage. Each party, upon request, shall provide the other with appropriate certificates evidencing the insurance coverages set out in this Article VI.

VII. STATUS OF THE PARTIES

In performing the services as contemplated hereunder, Hospital and Department agree that Department personnel are acting as independent contractors and not as the agents or employees of Hospital. No Associate in the program will be deemed to be an employee of Hospital nor will Hospital be liable for the payment of any wage, salary, or compensation of any kind for service provided by the Associates. No Hospital personnel will be deemed to be an employee of Department nor will Department be liable for the payment of any wage, salary, or compensation of any kind for service provided by Hospital

personnel. Further, no Associate will be covered under Hospital's Worker's Compensation, Social Security, or Unemployment Compensation programs and no Hospital personnel will be covered under Department's Worker's Compensation, Social Security, or Unemployment Compensation programs.

VIII. INDEMNIFICATION

8.1 Department Indemnification. To the extent permitted by applicable law, Department agrees that it will indemnify and hold harmless the Hospital, its officers, agents, employees, and personnel from any loss, cost, damage, expense, attorney's fees, and liability by reason of bodily injury, property damage, or both of whatsoever nature or kind, arising out of or as a result of the sole negligent act or negligent failure to act of Department, its agents, employees, agents or personnel. Department's obligations hereunder shall be limited by applicable state and federal statutes and constitutional provisions protecting the exposure and liability of Department (including but not limited to the terms of Indiana's Tort Claims Act), so that Department's obligations to indemnify and hold harmless hereunder shall not exceed what might have been Department's liability to a claimant had Department sued directly by the claimant and all appropriate defenses had been raised by Department.

8.2 Hospital Indemnification. The Hospital agrees that it will indemnify and hold harmless Department, its officers, agents, employees, and personnel from any loss, cost, damage, expense, attorney's fees, and liability by reason of personal injury or property damage, or both of whatsoever nature or kind, arising out of or as a result of the sole negligent act or negligent failure to act of the Hospital, its employees, agents, or personnel.

IX. TERM AND TERMINATION

9.1 Term. The initial term of this Agreement shall be for three (3) years commencing on the last date of signature. Thereafter, the Agreement is automatically renewable for successive one (1) year terms unless either party gives notice of termination at least sixty (60) days prior to the end of the then current term.

9.2 Termination. This Agreement may be terminated as follows:

9.2-1 Termination by Agreement. In the event Hospital and Department shall mutually agree in writing, this Agreement may be terminated on terms and on the date stipulated therein.

9.2-2 Early Termination. This Agreement may be terminated at any time by either party with or without cause by delivering a written notice of termination to the other party at least thirty (30) days prior to such early termination. Such early termination shall not prejudice the rights of the currently enrolled Associates to complete the training program.

9.2-3 Notification Regarding Individual EMT, A-EMT, and/or Paramedic. Hospital may notify Department that an EMT, A-EMT, and/or paramedic failed to exhibit satisfactory performance of life support skills, and that such individual may no longer function in their role under Hospital's medical supervision. Hospital shall not, however, have any affirmative duty or responsibility to notify Department to terminate a specific EMT, A-EMT, and/or paramedic or EMT, A-EMT, and/or paramedic unless Hospital has actual knowledge that said EMT, A-EMT, and/or paramedic or EMT, A-EMT, and/or paramedic is not performing life support skills in a satisfactory manner or that he consistently or repeatedly fails to perform EMT, A-EMT, and/or paramedic duties in accordance with the current protocols.

X. ETHICAL AND RELIGIOUS DIRECTIVES

The Parties acknowledge that Hospital conducts its operation in a manner consistent with the *Ethical and Religious Directives for Catholic Health Care Services* ("Directives") as promulgated by the United States Conference of Catholic Bishops, Washington D.C., of the Roman Catholic Church or its successor. Nothing in this Agreement shall be construed to require the Hospital or its employees to violate the Directives.

XI. REGULATORY AND CORPORATE COMPLIANCE

11.1 Regulatory Compliance. The parties agree that this Agreement is intended to comply with all applicable Hospital group purchasing contracts, ordinances, and state and federal laws, rules, regulations and accreditation standards, including, but not limited to, the Medicare and Medicaid Fraud and Abuse Statute and Regulations, including the Federal Health Care Programs' Anti-Kickback Statute (42 U.S.C. § 1320a-7b) and any applicable regulations promulgated thereunder; the Act; the Robinson-Patman Price Discrimination Act; the Non-Profit Institutions Act; the Food and Drug Administration regulations; the Indiana Pharmacy Board statutes; the Joint Commission Accreditation Standards; and all regulations governing use of facilities financed with tax exempt bonds.

11.2 Corporate Compliance. Hospital has in place a Corporate Compliance Program (the "Program") which has as its goal to ensure that Hospital complies with federal, state and local laws and regulations. The Program focuses on risk management, the promotion of good corporate citizenship, including the commitment to uphold a high standard of ethical and legal business practices, and the prevention of misconduct. Department acknowledges Hospital's commitment to the Program and agrees to conduct all business transactions which occur pursuant to this Agreement in accordance with the underlying philosophy of the Program adopted by Hospital. Department further agrees to disclose immediately any proposed or actual debarment, exclusion or other event that makes ineligible to participate in federal health care programs or federal procurement or non-procurement programs.

11.3 HIPAA Compliance. Hospital and Department agree that each party shall comply with all federal and state regulations, rules and orders, including but not limited to regulations promulgated under Section 264 of the Health Insurance Portability and Accountability Act (Public Law 104-91 - "HIPAA"). The parties shall promptly amend the Agreement to conform with any new or revised legislation, rules and regulations to which Hospital or Department are subject now or in the future including, without limitation, the Standards for Privacy of Individually Identifiable Health Information or similar legislation (collectively, "Privacy Laws") in order to ensure that Hospital and Department are at all times in conformance with all Privacy Laws.

XII. GENERAL PROVISIONS

12.1 Amendments. This Agreement may be amended only by an instrument in writing signed by the parties hereto.

12.2 Assignment. Assignments of this Agreement or the rights or obligations hereunder shall be invalid without the specific written consent of the other party herein, except that this Agreement may be assigned by the Hospital without the written approval of Department to any successor entity operating the facility now operated by Hospital or to a related or affiliated organization.

12.3 Confidentiality. To the extent permitted by applicable law (including but not limited to Indiana's Access to Public Records Act), Hospital and Department agree that the terms and conditions of this Agreement shall remain confidential. Neither Hospital nor Department shall distribute this Agreement or any part thereof or reveal any of the terms of this Agreement to parties other than their personnel, employees or agents, or as required by law.

12.4 Entire Agreement. This Agreement supersedes all previous contracts or agreements between the parties with respect to the same subject matter and constitutes the entire Agreement between the parties hereto.

12.5 Execution. This Agreement and any amendments thereto shall be executed in duplicate copies on behalf of the Hospital and Department by an official of each specifically authorized to perform such executions. Each duplicate copy shall be deemed an original, but both duplicate originals together constitute one and the same instrument.

12.6 Governing Law. This Agreement shall be construed and governed by the laws of the State of Indiana. Litigation of all disputes between the parties arising from or in connection with this Agreement will be conducted in the Circuit or a Superior Court of Hamilton County, Indiana, or federal courts for the Southern District of Indiana.

12.7 Notices. Notices or communications herein required or permitted shall be given to the respective parties by registered or certified mail (said notice being deemed given as of the date of mailing) or by hand delivery at the following addresses unless either party shall otherwise designate its new address by written notice:

DEPARTMENT
Chief Rob Gaylor
Westfield Fire Department
17001 Ditch Rd.
Westfield, IN 46074

HOSPITAL

COPY TO:
Contract Management
250 W. 96th Street, Suite 410
Indianapolis, Indiana 46260

12.8 Severability. In the event that any provision hereof is found invalid or unenforceable pursuant to judicial decree or decision, the remainder of this Agreement shall remain valid and enforceable according to its terms.

12.9 Waiver of Breach. The waiver by either party of a breach or violation of any provision of this Agreement shall not operate as nor be construed to be, a waiver of any subsequent breach hereof.

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

Agreement.

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

IN WITNESS WHEREOF, the duly authorized officers and representatives of Hospital and Department have executed this Agreement on the dates written below.

DEPARTMENT

HOSPITAL

By:

By:

Name: Rob Gaylor

Name:

Title: Fire Chief

Title:

Date:

Date:

EXHIBIT A

Minimum Requirements for Blood Exchange Program

Storage. Department must have validated storage devices that have capacity and design to ensure the proper temperature of the blood products is maintained.

- Validation. Storage device must be validated prior to initial use with records demonstrating proper temperature maintenance.
- Alarms. Blood product storage devices must have alarms to warn of temperature deviations. The alarms must be set to activate under conditions that will allow proper action to be taken before the blood products reach unacceptable conditions. Low temperature alarm must activate prior to an unacceptably low temperature. High temperature alarm must activate prior to an unacceptably high temperature. Alarms must be tested for accuracy and documented quarterly. The alarm must be monitored 24 hours a day. Alarm activation must initiate a process for immediate investigation and appropriate corrective action and documentation.
- Discarding Blood Products. Blood products must be discarded if there if the required storage temperature is not maintained.

Transport and Temperature Control. Department must have validated transport containers that have the capacity and design to ensure the proper temperature of the blood products is maintained during transport.

- Transport containers must be validated prior to initial use and validated semi-annually thereafter, with documentation of records demonstrating proper temperature maintenance.
- Department must continuously monitor and record the temperature of all blood product storage and transport devices or manually record the temperature at least every four (4) hours if continuous monitoring is not available.
- A validated irreversible temperature sensitive indicator must be affixed to each blood product upon initial receipt from the blood supplier and remain in place until transfer to the hospital.

Administration and Documentation. Department must have written procedures for the removal, handling and inspection and prevention of damage and deterioration of blood products.

- Written procedures must ensure that blood products are not removed from validated storage/transport devices for more than 30 minutes. Access to blood product and storage devices must be restricted to authorized personnel only.
- Written procedures for handling blood products must include visual inspection at defined check points (e.g. at initial receipt, immediately prior to transfusion, and after transport). Visual inspection must include identifying blood products that are outdated, leaking, broken, discolored, have an unacceptable temperature indicator, or have an unusual appearance.
- Written procedures must include process to prevent damage and limit deterioration of blood products in the case of storage device malfunction or power failure.

RUNDELL ERNSTBERGER ASSOCIATES

Kevin M. Todd, AICP

Director of Community Development

City of Westfield

2728 East 171st Street

Westfield, IN 46074

ktodd@westfield.in.gov

**Re: Westfield Comprehensive Plan, Economic Impact Study & Infrastructure Plan
Agreement for Professional Services - Amendment No. 1**

February 26, 2026

Dear Kevin:

As discussed, Rundell Ernstberger Associates (REA) is providing this draft Amendment No. 1 to our Agreement for Professional Services (dated August 28, 2024) for the Westfield Comprehensive Plan, Economic Impact Study & Infrastructure Plan project per Section 25 of the Agreement for Professional Services, which allows for amendments to the Agreement, and which must be executed by both parties. The following amendment includes additional services performed by REA above and beyond those outlined in the Agreement for Professional Services. Below is a description of the additional services and compensation requested as part of this Amendment No. 1.



ADDITIONAL SERVICES

As we have discussed, and as permitted under Section 25 of the Agreement, additional services provided by REA have included the following:

- 1. Additional Meetings (to date):** The Scope of Services outlined in Exhibit A of the Agreement included a total of 74 meetings conducted by REA over the course of the 18-month schedule from September 2024 – February 2026. (outlined in Exhibit B). Meetings included in the original agreement were outlined with specific groups and purposes as follows: City Staff, City Council Briefings, Steering Committee, Elected Officials, Stakeholders / Focus Groups, Technical Advisory Committee, Public Engagement, Planning Week, and Plan Adoption. To date, REA has conducted 106 meetings on the project which has included additional meetings in the above categories and regular meetings with the Mayor not included in the original agreement. Based on a detailed review of REA staff time, we estimate the time spent on the additional meetings is approximately 575 hours, inclusive of meeting preparation, attendance, and travel time. A summary of the additional meetings and time expended by REA staff is attached.
- 2. Upcoming Meetings:** Based on our discussions, we anticipate the need for additional future meetings through the end of March 2026 to complete the project. These meetings are anticipated to include meetings with the City Council, Mayor, City Staff, Stakeholders, and Public and additional Plan Adoption meetings. We estimate a total of 7 additional meetings requiring an estimated 25 hours of REA staff time through the completion of the project. A summary of anticipated upcoming meetings and estimated time is attached.
- 3. Plan Revisions:** The original agreement included the preparation of one (1) Draft Plan and one (1) Adoption Hearing Draft Plan. We have already completed two rounds of edits. To date, REA has spent 145 hours making edits versus our budgeted 60 hours. Based on our discussions, we anticipate the need to conduct up to two (2) additional rounds of edits and revisions to the Plan based on the need for additional review and input meetings with the Plan Commission, City Council, and the general public. We estimate these revisions will require approximately 80 hours of REA staff time to complete.
- 4. Transportation Plan:** The original agreement included the preparation of one (1) draft transportation plan and one (1) Adoption Hearing Draft Plan. Lochmuller created one complete draft, revised based on REA's comments, then after a meeting with Engineering, had to significantly revise that plan into a

new transportation plan. The original scope contained 393 hours to create the draft transportation plan along with one round of edits. To date, Lochmuller has spent 441 hours, a total of 48 hours more to revise the plan beyond the edits required in the scope. A summary of the additional time expended by Lochmuller staff is attached.

ADDITIONAL COMPENSATION

Based on the above outlined additional services, we propose an additional fee of \$160,400.00 for the services included in this Amendment No. 1.

ADJUSTED CONTRACT COMPENSATION

In accordance with the approval of the above services and fees, the total compensation included in the Agreement shall be amended as follows:

Original Agreement

Phase 1 Baseline Assessment	\$183,200.00
Phase 2 Local Capacity Building	\$35,300.00
Phase 3 Vision & Values Identification	\$28,300.00
Phase 4 Draft Plan Development	\$185,000.00
Phase 5 Final Plan Development	\$18,800.00
Phase 6 Preparation for Adoption	\$12,600.00
Phase 7 Final Deliverables	\$12,100.00
<u>Expenses</u>	<u>\$44,700.00</u>
Subtotal (Original Agreement)	\$520,000.00

Amendment No. 1

Additional Services (Additional Meetings, Plan Revisions, etc.)	\$160,400.00
Subtotal (Amendment No. 1)	\$160,400.00

TOTAL REVISED CONTRACT COMPENSATION: \$680,400.00

Kevin, if the terms of this proposed Amendment No. 1 are agreeable to you, your signature below will constitute a satisfactory form of amendment to our Agreement for Professional Services (dated August 28, 2024).

Thank you for the opportunity to submit this amendment. Please do not hesitate to contact us if you have any additional questions or require further information. We look forward to continuing our partnership on this important project with the City of Westfield.

Respectfully submitted,



Cynthia Bowen, FAICP, LEED AP Partner

cbowen@reasite.com / 317.263.0127

CITY OF WESTFIELD, INDIANA

Signature

Kevin Todddd, AICP, Director of Community Development

Name (Printed)

Date



2/27/2025

WESTFIELD COMPREHENSIVE PLAN, ECONOMIC IMPACT STUDY, & TRANSPORTATION PLAN
Professional Services Agreement - Amendment No. 1

ADDITIONAL SERVICES FEE WORKSHEET

TOTAL REA MEETINGS SUMMARY (Through 11/30/25)								
Meeting Type	CONTRACT		ACTUAL		DIFFERENCE		AVG RATE	TOTAL
	# of Meetings	Est. Time	# of Meetings	Actual Time	# of Meetings	Addtl. Time		
Staff	36	240	41	311.00	5	71.00	\$ 205.00	\$ 14,555.00
Mayor	0	0	19	46.00	19	46.00	\$ 220.00	\$ 10,120.00
City Council Briefings	0	0	2	10.00	2	10.00	\$ 220.00	\$ 2,200.00
Steering Committee	7	29	8	83.75	1	54.75	\$ 175.00	\$ 9,581.25
Elected Officials Joint Wkshps	4	17	6	41.75	2	24.75	\$ 205.00	\$ 5,073.75
Stakeholders/Joint Focus Groups	16	70	18	218.50	2	148.50	\$ 195.00	\$ 28,957.50
Tech Advisory Comm	2	4	0	0.00	(2.00)	(4.00)	\$ 220.00	\$ (880.00)
Public Engagement Mtgs	5	60	8	209.75	3	149.75	\$ 175.00	\$ 26,206.25
Planning Week (4 days)	4	117	4	191.75	0	74.75	\$ 175.00	\$ 13,081.25
TOTALS	74	537.00	106	1112.50	32	575.50		\$ 108,900.00 rounded
TOTAL ANTICIPATED UPCOMING REA MEETINGS (After 11/30/25)								
Meeting Type	CONTRACT		ANTICIPATED (thru 02/28/26)		DIFFERENCE		AVG RATE	TOTAL
	# of Meetings	Est. Time	# of Meetings	Est. Time	# of Meetings	Addtl. Time		
Staff			6	18.00	6	18.00	\$ 205.00	\$ 3,690.00
Mayor			3	6.00	3	6.00	\$ 220.00	\$ 1,320.00
City Council Briefings			0	0.00	0	0.00	\$ 220.00	\$ -
Steering Committee			0	0.00	0	0.00	\$ 175.00	\$ -
Elected Officials Joint Wkshps	(included above)		0	0.00	0	0.00	\$ 205.00	\$ -
Stakeholders/Joint Focus Groups			0	0.00	0	0.00	\$ 195.00	\$ -
Tech Advisory Comm			0	0.00	0	0.00	\$ 220.00	\$ -
Public Engagement Mtgs			0	0.00	0	0.00	\$ 175.00	\$ -
Planning Week (4 days)			0	0.00	0	0.00	\$ 175.00	\$ -
Plan Adoption Mtgs	2	32	1	8.00	1	8.00	\$ 220.00	\$ 1,760.00
TOTALS	2	32.00	10	32.00	10.00	22.00		\$ 6,770.00 rounded
TOTAL REA COMPREHENSIVE PLAN EDITS (Up to 12/19/2025)								
	CONTRACT		ACTUAL (thru 12/19/25)		ANTICIPATED (thru 2/28/26)		DIFFERENCE	TOTAL
	Est. Time		Actual Time	Est. Time	Addtl. Time			
Round 1	24		81		57		\$ 175.00	\$ 9,975.00
Round 2	36		112		76		\$ 175.00	\$ 13,300.00
Round 3 (anticipated)	40			40	40		\$ 175.00	\$ 7,000.00
Round 4 (anticipated)				40	40		\$ 175.00	\$ 7,000.00
Final Plan	62						\$ 175.00	\$ -
TOTALS	162		193	80	213			\$ 37,280.00 rounded
TOTAL LOCHMULLER COMPREHENSIVE PLAN EDITS (Up to 12/19/2025)								
	CONTRACT		ACTUAL		ANTICIPATED (THRU 2/28/26)		DIFFERENCE	TOTAL
	Est. Time		Actual Time	Est. Time	Addtl. Time			
Traffic Engineering Revisions of Final Plan	393		441		48		\$ 155.00	\$ 7,440.00
	393		441	0	48			\$ 7,440.00 rounded
TOTAL AMENDMENT NO. 1 ADDITIONAL FEE							\$ 160,400.00 rounded	

FINLEY CREEK DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (“**Agreement**”), dated as of March ___, 2026, is entered into by and among the CITY OF WESTFIELD, INDIANA (the “**City**”), and PULTE HOMES OF INDIANA, LLC (the “**Developer**”) (collectively the City and Developer shall be referred as “**Parties**”).

RECITALS

1. As part of the development of a residential community to be known as Finley Creek, the Developer is required, pursuant to the City of Westfield Unified Development Ordinance and the City of Westfield Construction Standards, to install a decel lane and a taper lane tying into the existing edge of pavement along 193rd Street.

2. Due to the timing of the development of Finley Creek and Developer’s difficulty acquiring the necessary right-of-way from adjacent property owner(s) along 193rd Street, the City has agreed to allow Developer to construct a shortened decel lane with 75’ storage length and a 50’ taper lane tying into the existing edge of pavement along 193rd Street (“the **Project**”); provided the Developer pays a fee to the City in-lieu of the improvements it would otherwise be required to install.

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

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

ARTICLE I **Term**

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

ARTICLE II **Covenants of Parties**

2.1 Developer shall pay to the Westfield Road Impact Fee Fund an amount equal to (i) the market price for the right-of-way required based on the offers previously provided to the City, plus (ii) the construction cost difference, as shown on “Exhibit A” between the full decel lane in accordance with the City standards and the shortened lane, which aggregate amount is equal to \$38,696.90. Payment shall be due prior to issuance of the Improvement Location Permit (ILP).

- 2.2 Developer, at its sole cost, is responsible for constructing portions of the decel and taper lane that fall outside of this agreement as shown in the Finley Creek approved construction documents.
- 2.3 Developer shall comply in all material respects with (and shall cooperate with the City to enable the City to comply in all material respects with) statutes, regulations and rules applicable to the Project.

ARTICLE III

Miscellaneous

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

To the City:

City of Westfield, Indiana
Westfield City Hall
2706 E. 171st Street
Westfield, Indiana 46074
Attn: Michael Pearce, Director of Engineering

To the Developer:

Pulte Homes of Indiana, LLC
11595 N. Meridian St, #700
Carmel, IN 46032
Attn: Joe Marx/Rex Ramage

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

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

- 3.11 **Further Assurances.** Subject to the further provisions of this Agreement, the Developer and the City shall, at such party's expense, upon request of the other such party, duly execute and deliver, or cause to be executed and delivered, such further instruments and perform or cause to be performed such further acts as may be reasonably necessary or proper in the reasonable opinion of the City or the Developer to carry out the provisions and purposes of this Agreement.
- 3.12 **Severability.** The invalidity, illegality, or unenforceability of any one or more of the terms and conditions of this Agreement shall not affect the validity, legality, or enforceability of the remaining terms and conditions hereof. All Exhibits to this Agreement are attached hereto and incorporated herein by reference. Time is of the essence in this Agreement. If any provision of this Agreement or application to any party or circumstances shall be determined by any court of competent jurisdiction to be invalid and unenforceable to any extent, then the remainder of this Agreement or the application of such provision to such person or circumstances, other than those as to which it is so determined invalid or unenforceable, shall not be affected thereby, and each provision hereof shall be valid and shall be enforced to the fullest extent permitted by law; provided that, in lieu of such invalid or unenforceable provision, there will be added to this Agreement a provision as similar to the invalid or unenforceable provision as is possible to reflect the intent of the parties and still be valid and enforceable. The captions in this Agreement are inserted only as a matter of convenience and for reference and in no way define, limit, or describe the scope of this Agreement or the scope or content of any of its provisions. Nothing contained in this Agreement shall be construed to create a partnership or joint venture between the Developer and the City or their successors in interest. Unless otherwise specified, in computing any period of time described herein, the day of the act or event after which the designated period of time begins to run is not to be included and the last day of the period so computed is to be included, unless such last day is a Saturday, Sunday or legal holiday for national banks in the location where the Project Site is located, in which event the period shall run until the end of the next day which is neither a Saturday, Sunday, or legal holiday.
- 3.13 **Headings.** The headings of the articles, sections and paragraphs used in this Agreement are for convenience only and shall not be read or construed to affect the meaning or construction of any provision.
- 3.14 **Entire Agreement.** Except as otherwise expressly provided herein, this Agreement constitutes the entire agreement by and between the City and the Developer and supersedes all prior agreements, written or verbal, between the City and the Developer pertaining to the Project. No statements, promises or agreements whatsoever, in writing or verbally, in conflict with the terms of this Agreement have been made by the City or the Developer that in any way modify, vary, alter, enlarge or invalidate any of the provisions and obligations of this Agreement.
- 3.15 **No Third Party Beneficiaries.** There are no third-party beneficiaries of this Agreement.

3.16 **Indemnification.**

- (a) **Developer Indemnification.** The Developer will pay, and protect, indemnify and save the City harmless from and against, all liabilities, losses, damages, costs, expenses (including attorneys' fees and expenses of the City), causes of actions, suits, claims, demands and judgments of any nature arising from or relating to:
 - (i) Violation by the Developer of any agreement or condition of this Agreement;
 - (ii) Violation of any contract, agreement or restriction by the Developer relating to the Project, or any part thereof, in connection with the implementation of or effectuation of this Agreement; and
 - (iii) Violation of any law, ordinance or regulation by the Developer arising out of the ownership, occupancy or use of the Project, or a part thereof.
- (b) **City Indemnification.** To the extent permitted by law, the City will pay, and protect, indemnify and save the Developer (including members, directors, officials, officers, agents, attorneys and employees thereof) harmless from and against, all liabilities, losses, damages, costs, expenses (including attorneys' fees and expenses of the Developer), causes of actions, suits, claims, demands and judgments of any nature arising from or relating to:
 - (i) Violation by the City or other City Party of any agreement or condition of this Agreement; and
 - (ii) Violation of any contract, agreement or restriction by the City relating to the Project, or any part thereof, in connection with the implementation of or effectuation of this Agreement.

- 3.17 **Force Majeure.** Notwithstanding anything to the contrary set forth herein, each party shall be excused for any failure or delay in performing any of its obligations under this Agreement, if such failure or delay is caused by an event of Force Majeure. "Force Majeure" means any act of God; any accident (including equipment failure, electricity outage for extended periods of time, destruction or damage to equipment not caused by the party relying upon such circumstance or event); any explosion; any fire, flood, ice, earthquake, lightning, tornado, hurricane or other severe weather condition or calamity; any civil disturbance, labor dispute or labor or material shortage; any sabotage or act (or specific, imminent threatened act) of terrorism; any act of a public enemy, uprising, insurrection, civil unrest, war or rebellion; any action or restraint by court order or public or governmental authority or lawfully established civilian authorities; a material adverse change in the national financial economic situation in the United States; or any other circumstance or event beyond the reasonable control of the party relying upon such circumstance or event. Each party shall diligently make efforts to perform any obligations

delayed under this Section 3.17, immediately upon the event of Force Majeure no longer preventing such obligation from being performed, then: (a) the party asserting Force Majeure shall deliver written notice to the other party; (b) such observation, performance, or satisfaction shall be excused for the period of days that such observation, performance, or satisfaction is delayed or prevented; and (c) the deadlines for observation, performance, and satisfaction, as applicable, shall be extended for the same period.

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

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

* * *

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

“DEVELOPER”

PULTE HOMES OF INDIANA, LLC

By: _____

Joe Marx

Title: Vice President of Development

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

Before me, a Notary Public in and for the State of Indiana, personally appeared.
Joe Marx, Vice President of Development of Pulte Homes of Indiana, LLC, who, being first duly sworn, acknowledged the execution of the foregoing Agreement for and on behalf of said limited liability company.

Witness my hand and Notarial Seal this day of _____, 2025.

My Commission Expires:

My County of Residence:

NOTARY PUBLIC

Printed

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

“CITY”

CITY OF WESTFIELD

By: _____
Name: _____
Title: _____

STATE OF INDIANA)
)SS:
COUNTY OF HAMILTON)

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

Witness my hand and Notarial Seal this _____ day of _____, 2025.

My Commission Expires:

My County of Residence:

NOTARY PUBLIC

Printed

This instrument prepared by Rex Ramage, Pulte Homes of Indiana, LLC, 11595 N. Meridian St, #700, Carmel, IN 46032.

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

“EXHIBIT A”

“Right-of-Way Improvements Cost Estimate & Developer Offers”

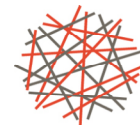
PERFORMANCE BOND - ENGINEERS ESTIMATE					
	ITEM NAME:	UNIT	QUANTITY	UNIT COST	AMOUNT
W. 193RD STREET PER PLAN					
	9.5MM SURFACE TYPE B 1.5 IN	TON	245	\$ 128.30	\$ 31,433.50
	19.0MM INTERMEDIATE TYPE B 2.5 IN	TON	184	\$ 116.20	\$ 21,380.80
	19.0MM BASE TYPE B 6 IN	TON	442	\$ 124.10	\$ 54,852.20
	STONE SHOULDER	SYS	202	\$ 82.20	\$ 16,604.40
	MILLING 1.5 IN	SYS	1505	\$ 9.40	\$ 14,147.00
	STRIPING	LS	1	\$ 7,550.00	\$ 7,550.00
PAVING SUBTOTAL:					\$ 145,967.90
W. 193RD STREET PAVING FULL DECEL					
	9.5MM SURFACE TYPE B 1.5 IN	TON	256	\$ 128.30	\$ 32,844.80
	19.0MM INTERMEDIATE TYPE B 2.5 IN	TON	202	\$ 116.20	\$ 23,472.40
	19.0MM BASE TYPE B 6 IN	TON	486	\$ 124.10	\$ 60,312.60
	STONE SHOULDER	SYS	234	\$ 82.20	\$ 19,234.80
	MILLING 1.5 IN	SYS	1633	\$ 9.40	\$ 15,350.20
	STRIPING	LS	1	\$ 8,450.00	\$ 8,450.00
PAVING SUBTOTAL:					\$ 159,664.80

This Engineer's Estimate is an opinion of probable construction cost made on the basis of Engineer's experience and represent Engineer's judgement as a qualified professional generally familiar with the industry. However, since Engineer has no control over the cost of materials, equipment, labor or market conditions, Engineer cannot guarantee that actual construction cost will not vary from this Engineer's Estimate.



Kristopher K. Eichhorn
 HWC Engineering





ARTERIAL MILL

12060 14700 SF
 1340 1633 SY
 245 TON
 184 TON
 442 TON

1750 LF \$ 7,536.95

ARTERIAL MILL

13250 14700 SF
 1472 1633 SY
 256 TON
 202 TON
 486 TON

1962 LF

ROW Costs

10.09	Total Acreage
\$ 2,200,000.00	Appraised Value (per Property Owner)
\$ 218,037.66	Per Acre Appraised Value
0.069	Acres of ROW needed for improvements
\$ 15,044.60	Calculated FMV

LOCAL ROADS AND BRIDGES MATCHING GRANT AGREEMENT

Contract #0000000000000000000000100226

This Grant Agreement (this "Grant Agreement"), entered into by and between the Indiana Department of Transportation (the "State") and **CITY OF WESTFIELD**, a Local Unit, (the "Grantee"), is executed pursuant to the terms and conditions set forth herein. In consideration of those mutual undertakings and covenants, the parties agree as follows:

1. Purpose of this Grant Agreement; Funding Source. The purpose of this Grant Agreement is to enable the State to award a Grant of up to \$911,189.50(the "Grant"), representing 50% of the eligible costs of the project (the "Project") described in Attachment A of this Grant Agreement, which is incorporated fully herein. The funds shall be used exclusively in accordance with the provisions contained in this Grant Agreement and in conformance with Indiana Code ch. 8-23-30 establishing the authority to make this Grant, as well as any rules adopted thereunder. The funds received by the Grantee pursuant to this Grant Agreement shall be used only to implement the Project or provide the services in conformance with this Grant Agreement and for no other purpose.

FUNDING SOURCE:

State Funds: Program Title: Local Road and Bridge Matching Grant Fund (I.C. ch. 8-23-30).

2. Representations and Warranties of the Grantee.

A. The Grantee expressly represents and warrants to the State that it is statutorily eligible to receive these Grant funds and that the information set forth in its Grant Application is true, complete and accurate. The Grantee expressly agrees to promptly repay all funds paid to it under this Grant Agreement should it be determined either that it was ineligible to receive the funds, or it made any material misrepresentation on its grant application.

B. The Grantee certifies by entering into this Grant Agreement that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from entering into this Grant Agreement by any federal or state department or agency. The term "principal" for purposes of this Grant Agreement is defined as an officer, director, owner, partner, key employee or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of the Grantee.

C. The Grantee has committed matching funds from one of the following revenue sources in accordance with Ind. Code § 8-23-30-3: (1) any money the local unit is authorized to use for a local road or bridge project; (2) special distribution of local income tax under Ind. Code § 6-3.6-9-17; or (3) local rainy-day fund under Ind. Code § 36-1-8-5.1.

D. The Grantee uses an approved transportation asset management plan submitted to Purdue University's Local Technical Assistance Program (LTAP) and made available to the State.

3. Implementation of and Reporting on the Project.

The Grantee shall implement and complete the Project in accordance with **Attachment A** and with the plans and specifications contained in its Grant Application, which is on file with the State and is incorporated by reference. Modification of the Project shall require prior written approval of the State.

4. Term. This Grant Agreement commences on the date approved by the State Budget Agency, and shall remain in effect for two (2) years. Unless otherwise provided herein, it may be extended upon the written agreement of the parties and in conformance with Ind. Code § 5-22-17-4, and as permitted by Ind. Code ch. 8-23-30.

The Grantee understands that the Grantee must procure materials and/or a contractor for the Project no later than three (3) months from the date of the award letter, attached hereto as **Attachment B** and incorporated fully herein. If the Grantee fails to procure a contractor by three (3) months from the date of the award letter, the Grantee forfeits the Grant, the grant funds shall not be distributed to the Grantee, but shall be redistributed as all other funds under Indiana Code ch. 8-23-30.

5. Grant Funding. Pursuant to Ind. Code ch. 8-23-30, the Grantee agrees to the following:

- A. The Grantee may use the State funds only for the Project described in **Attachment A**;
- B. If the Grantee uses the grant funds for any purpose other than construction of the Project as described in **Attachment A**, the Grantee:
 - i. must immediately repay all grant funds provided to the State; and
 - ii. may not participate in the grant program during the succeeding State fiscal year.
- C. The Grantee shall provide local matching funds equal to not less than **50%** of the total contract amount;
- D. Disbursement of grant funds will not be made until the Grantee's submission of the Project Material Bid for Force Account Work or a fully executed contract with a contractor;
- E. The State's participation in the Project is strictly limited to the grant funds awarded herein. The Grantee understands and agrees that the State is under no obligation to pay for or participate in any cost increases, change orders, cost overruns or additional Project expenses of any kind.

6. Payment of Grant Funds.

A. If advance payment of all or a portion of the Grant funds is permitted by statute or regulation, and the State agrees to provide such advance payment, advance payment shall be made only upon submission of a proper claim setting out the intended purposes of those funds. After such funds have been expended, Grantee shall provide State with a reconciliation of those expenditures. Otherwise, all payments shall be made thirty-five (35) days in arrears in conformance with State fiscal policies and procedures. As required by IC § 4-13-2-14.8, all payments will be by the direct deposit by electronic funds transfer to the financial institution designated by the Grantee in writing unless a specific waiver has been obtained from the Indiana Auditor of State.

B. Requests for payment of grant funds will be processed only upon receipt of a Notification of Contractor Award and Funding letter and all required documentation.

C. Pursuant to Ind. Code ch. 8-23-30, Local Road and Bridge Grant Funds made available to the Grantee by the State will be used to pay the Grantee up to **50% of the eligible Project costs based upon the accepted contractor's low bid**. The maximum amount of state funds allocated to the Project shall not exceed **\$911,189.50**.

D. Pursuant to Ind. Code § 8-23-30, the Grantee's **50%** match shall be paid from one of the identified revenue sources. The remainder of the Project costs greater than the total of the State's grant and the Grantee's **50%** match shall be borne by the Grantee and may be paid how the Grantee chooses. In the interest of clarity and to avoid misunderstanding, the State shall not pay the Grantee for any costs relating to the Project except as specifically provided herein, unless the Parties enter into an amendment to this Grant Agreement.

7. Project Monitoring by the State. The State may conduct on-site or off-site monitoring reviews of the Project during the term of this Grant Agreement and for up to ninety (90) days after it expires or is otherwise terminated. The Grantee shall extend its full cooperation and give full access to the Project site and to relevant documentation to the State or its authorized designees for the purpose of determining, among other things:

A. whether Project activities are consistent with those set forth in **Attachment A**, the Grant Application, and the terms and conditions of the Grant Agreement;

B. that Grantee is making timely progress with the Project, and that its project management, financial management and control systems, procurement systems and methods, and overall performance are in conformance with the requirements set forth in this Grant Agreement and are fully and accurately reflected in Project reports submitted to the State.

8. Compliance with Audit and Reporting Requirements; Maintenance of Records.

A. The Grantee shall submit to an audit of funds paid through this Grant Agreement and shall make all books, accounting records and other documents available at all reasonable times during the term of this Grant Agreement and for a period of three (3) years after final payment for inspection by the State or its authorized designee. Copies shall be furnished to the State at no cost.

B. The Grantee shall file the annual financial report required by Ind. Code § 5-11-1-4 in accordance with the State Board of Accounts Uniform Compliance Guidelines for Examination of Entities Receiving Financial Assistance from Governmental Sources. All grant documentation shall be retained and made available to the State Board of Accounts if and when requested.

C. A final audit construction invoice detailing the actual costs of construction and proof of payment to the contractor must be submitted to the State within thirty (30) days of completion of the Project. If for any reason, including overpayment of grant funds to the Grantee, the Grantee is required to repay to the State the sum or sums of state funds paid to the Grantee under the terms of this Grant Agreement, then the Grantee shall repay to the State such sum or sums within forty-five (45) days after receipt of a billing from the State. Payment for any and all costs incurred by the Grantee which are not eligible for state funding shall be the sole obligation of the Grantee.

D. If for any reason the State finds noncompliance and requires a repayment of state funds previously paid to the Grantee, the Grantee is required to submit such sum or sums within thirty (30) days after receipt of a billing from the State. If the Grantee has not paid the full amount due within sixty (60) calendar days past the due date, the State may proceed in accordance with Ind. Code § 8-14-1-9 to compel the Auditor of the State of Indiana to make a mandatory transfer of funds for the Grantee's allocation of the Motor Vehicle Highway Account to the State's Local Road and Bridge Matching Grant Fund account until the amount due has been repaid.

9. Compliance with Laws.

A. The Grantee shall comply with all applicable federal, state and local laws, rules, regulations and ordinances, and all provisions required thereby to be included herein are hereby incorporated by reference. The enactment or modification of any applicable state or federal statute or the promulgation of rules or regulations thereunder after execution of this Grant Agreement shall be reviewed by the State and the Grantee to determine whether the provisions of this Grant Agreement require formal modification.

B. The Grantee and its agents shall abide by all ethical requirements that apply to persons who have a business relationship with the State as set forth in IC § 4-2-6, *et seq.*, IC § 4-2-7, *et seq.* and the regulations promulgated thereunder. **If the Grantee has knowledge, or would have acquired knowledge with reasonable inquiry, that a state officer, employee, or special state appointee, as those terms are defined in IC 4-2-6-1, has a financial interest in the Grant, the Grantee shall ensure compliance with the disclosure requirements in IC § 4-2-6-10.5 prior to the execution of this Grant Agreement.** If the Grantee is not familiar with these ethical requirements, the Grantee should refer any questions to the Indiana State Ethics Commission, or visit the Inspector General's website at <http://www.in.gov/ig/>. If the Grantee or its agents violate any applicable ethical standards, the State may, in its sole discretion, terminate this Grant immediately upon notice to the Grantee. In addition, the Grantee may be subject to penalties under IC §§ 4-2-6, 4-2-7, 35-44.1-1-4, and under any other applicable laws.

C. The Grantee certifies by entering into this Grant Agreement that neither it nor its principal(s) is presently in arrears in payment of taxes, permit fees or other statutory, regulatory or judicially required payments to the State. The Grantee agrees that any payments currently due to the State may be withheld from payments due to the Grantee. Additionally, payments may be withheld, delayed, or denied and/or this Grant suspended until the Grantee is current in its payments and has submitted proof of such payment to the State.

D. The Grantee warrants that it has no current, pending or outstanding criminal, civil, or enforcement actions initiated by the State, and agrees that it will immediately notify the State of any such actions. During the term of such actions, the Grantee agrees that the State may suspend funding for the Project. If a valid dispute exists as to the Grantee's liability or guilt in any action initiated by the State or its agencies, and the State decides to suspend funding to the Grantee, the Grantee may submit, in writing, a request for review to the Indiana Department of Administration (IDOA). A determination by IDOA shall be binding on the parties. Any disbursements that the State may delay, withhold, deny, or apply under this section shall not be subject to penalty or interest.

E. The Grantee warrants that the Grantee and any contractors performing work in connection with the Project shall obtain and maintain all required permits, licenses, registrations, and approvals, and shall comply with all health, safety, and environmental statutes, rules, or regulations in the performance of work activities for the State. Failure to do so may be deemed a material breach of this Grant Agreement and grounds for immediate termination and denial of grant opportunities with the State.

F. The Grantee affirms that, if it is an entity described in IC Title 23, it is properly registered and owes no outstanding reports to the Indiana Secretary of State.

G. As required by IC § 5-22-3-7:

(1) The Grantee and any principals of the Grantee certify that:

(A) the Grantee, except for de minimis and nonsystematic violations, has not violated the terms of:

(i) IC § 24-4.7 [Telephone Solicitation of Consumers];

(ii) IC § 24-5-12 [Telephone Solicitations]; or

(iii) IC § 24-5-14 [Regulation of Automatic Dialing Machines];

in the previous three hundred sixty-five (365) days, even if IC 24-4.7 is preempted by federal law; and

(B) the Grantee will not violate the terms of IC § 24-4.7 for the duration of this Grant Agreement, even if IC §24-4.7 is preempted by federal law.

(2) The Grantee and any principals of the Grantee certify that an affiliate or principal of the Grantee and any agent acting on behalf of the Grantee or on behalf of an affiliate or principal of the Grantee, except for de minimis and nonsystematic violations,

(A) has not violated the terms of IC § 24-4.7 in the previous three hundred sixty-five (365) days, even if IC § 24-4.7 is preempted by federal law; and

(B) will not violate the terms of IC § 24-4.7 for the duration of this Grant Agreement even if IC § 24-4.7 is preempted by federal law.

10. Debarment and Suspension.

A. The Grantee certifies by entering into this Grant Agreement that it is not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from entering into this Grant by any federal agency or by any department, agency or political subdivision of the State. The term "principal" for purposes of this Grant Agreement means an officer, director, owner, partner, key employee or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of the Grantee.

B. The Grantee certifies that it has verified the suspension and debarment status for all subcontractors receiving funds under this Grant Agreement and shall be solely responsible for any recoupments or penalties that might arise from non-compliance. The Grantee shall immediately notify the State if any subcontractor becomes debarred or suspended, and shall, at the State's request, take all steps required by the State to terminate its contractual relationship with the subcontractor for work to be performed under this Grant Agreement.

11. Drug-Free Workplace Certification. As required by Executive Order No. 90-5, April 12, 1990, issued by the Governor of Indiana, the Grantee hereby covenants and agrees to make a good faith effort to provide and maintain a drug-free workplace. Grantee will give written notice to the State within ten (10) days after receiving actual notice that the Grantee, or an employee of the Grantee in the State of Indiana, has been convicted of a criminal drug violation occurring in the workplace. False certification or violation of the certification may result in sanctions including, but not limited to, suspension of grant payments, termination of the Grant and/or debarment of grant opportunities with the State of Indiana for up to three (3) years.

In addition to the provisions of the above paragraphs, if the total amount set forth in this Grant Agreement is in excess of \$25,000.00, the Grantee certifies and agrees that it will provide a drug-free workplace by:

A. Publishing and providing to all of its employees a statement notifying them that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Grantee's workplace and specifying the actions that will be taken against employees for violations of such prohibition; and

B. Establishing a drug-free awareness program to inform its employees of: (1) the dangers of drug abuse in the workplace; (2) the Grantee's policy of maintaining a drug-free workplace; (3) any available drug counseling, rehabilitation, and employee assistance programs; and (4) the penalties that may be imposed upon an employee for drug abuse violations occurring in the workplace; and

C. Notifying all employees in the statement required by subparagraph (A) above that as a condition of continued employment the employee will: (1) abide by the terms of the statement; and (2) notify the Grantee of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction; and

D. Notifying in writing the State within ten (10) days after receiving notice from an employee under subdivision (C)(2) above, or otherwise receiving actual notice of such conviction; and

E. Within thirty (30) days after receiving notice under subdivision (C)(2) above of a conviction, imposing the following sanctions or remedial measures on any employee who is convicted of drug abuse violations occurring in the workplace: (1) take appropriate personnel action against the employee, up to and including termination; or (2) require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state or local health, law enforcement, or other appropriate agency; and

F. Making a good faith effort to maintain a drug-free workplace through the implementation of subparagraphs (A) through (E) above.

12. Employment Eligibility Verification. As a condition precedent to entering this contract, and as required by IC § 22-5-1.7 and Executive Order 25-29, the Grantee swears or affirms under the penalties of perjury that the Grantee has not knowingly employed, and will not knowingly employ, an unauthorized alien. The Grantee further affirms that:

A. The Grantee has enrolled in and verified the work eligibility status of all his/her/its employees through the E-Verify program as defined in IC § 22-5-1.7-3. The Grantee is not required to participate should the E-Verify program cease to exist. Additionally, the Grantee is not required to participate if the Grantee is self-employed and does not employ any

employees.

B. The Grantee has not knowingly employed or contracted with, and shall not knowingly employ or contract with, an unauthorized alien. The Grantee has not retained, and shall not retain, an employee, and has not contracted and shall not contract with a person that the Grantee subsequently learned or learns is an unauthorized alien.

C. The Grantee his/her/its subcontractors who perform work under this Contract to certify to the Grantee that the subcontractor does not knowingly employ or contract with an unauthorized alien and that the subcontractor has enrolled and is participating in the E-Verify program. The Grantee agrees to maintain this certification throughout the duration of the term of a contract with a subcontractor and to provide any and all such certifications to the State promptly upon request.

The State may terminate for default if the Grantee fails to cure a breach of this provision no later than thirty (30) days after being notified by the State.

13. Funding Cancellation. As required by Financial Management Circular 3.3 and IC § 5-22-17-5, when the Director of the State Budget Agency makes a written determination that funds are not appropriated or otherwise available to support continuation of performance of this Grant Agreement, it shall be canceled. A determination by the Director of the State Budget Agency that funds are not appropriated or otherwise available to support continuation of performance shall be final and conclusive.

14. Governing Law. This Grant Agreement shall be governed, construed, and enforced in accordance with the laws of the State of Indiana, without regard to its conflict of laws rules. Suit, if any, must be brought in the State of Indiana.

15. Information Technology Accessibility Standards. Any information technology related products or services purchased, used or maintained through this Grant must be compatible with the principles and goals contained in the Electronic and Information Technology Accessibility Standards adopted by the Architectural and Transportation Barriers Compliance Board under Section 508 of the federal Rehabilitation Act of 1973 (29 U.S.C. §794d), as amended.

16. Insurance. The Grantee shall maintain insurance with coverages and in such amount as may be required by the State or as provided in its Grant Application.

17. Nondiscrimination. Pursuant to the Indiana Civil Rights Law, specifically IC § 22-9-1-10, and in keeping with the purposes of the federal Civil Rights Act of 1964, the Age Discrimination in Employment Act, and the Americans with Disabilities Act:

A. The Grantee covenants that it shall not discriminate against any employee or applicant for employment relating to this Grant with respect to the hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of the employee's or applicant's race, color, national origin, religion, sex, age, disability, ancestry, status as a veteran, or any other characteristic protected by federal, state, or local law ("Protected Characteristics"). The Grantee certifies compliance with applicable federal laws, regulations, and executive orders prohibiting discrimination based on the Protected Characteristics in the provision of services. Breach of this subparagraph may be regarded as a material breach of this Contract, including for purposes of IC 5-11-5.5-2, but nothing in this paragraph shall be construed to imply or establish an employment relationship between the State and any applicant or employee of the Grantee or any subcontractor.

B. Grantee covenants that it does not and shall not operate any programs or engage in any practices promoting Diversity, Equity, and Inclusion (DEI), or other similar goals, that violate Indiana or Federal Civil Rights Laws by treating a person differently on the basis of race or

sex, such as by considering race or sex when making recruitment, hiring, disciplinary, promotion, or employment decisions; requiring employees to participate in training or educational programs that employ racial or sex stereotypes; or attempting to achieve racial or sex balancing in the Contractor's workforce. The Parties agree that a breach of this subparagraph is a material breach of this Contract, including for purposes of IC 5-11-5.5-2, but nothing in this paragraph shall be construed to imply or establish an employment relationship between the State and any applicant or employee of the Grantee or any subcontractor.

18. Notice to Parties. Whenever any notice, statement or other communication is required under this Grant, it will be sent by E-mail or first-class U.S. mail service to the following addresses, unless otherwise specifically advised.

A. Notices to the State shall be sent to:

Office of LPA/MPO and Grant Administration
Attention: Director of LPA/MPO and Grant Administration
100 North Senate Avenue, Room N758-LPA
Indianapolis, IN 46204
E-mail: indotlpampo@indot.in.gov

With a copy to:

Chief Legal Counsel/Deputy Commissioner
Indiana Department of Transportation
100 N Senate Avenue, Room N758-Legal
Indianapolis, IN 46204-2216

B. Notices to the State regarding project management shall be sent to respective District Office:

Carla Sheets
Greenfield District
32 South Broadway
Greenfield, Indiana 46140
Email: CSheets@indot.in.gov

C. Notices to the Grantee shall be sent to:

City of Westfield
ATTN: Scott Willis
2706 E 171st Street
Westfield, IN 46074
Email: swillis@westfield.in.gov

As required by IC § 4-13-2-14.8, payments to the Grantee shall be made via electronic funds transfer in accordance with instructions filed by the Grantee with the Indiana Auditor of State.

19. Order of Precedence; Incorporation by Reference. Any inconsistency or ambiguity in this Grant Agreement shall be resolved by giving precedence in the following order: (1) this Grant Agreement, (2) Exhibits prepared by the State, (3) Invitation to Apply for Grant; (4) the Grant Application; and (5) Exhibits prepared by Grantee. All of the foregoing are incorporated fully herein by reference.

20. Public Record. The Grantee acknowledges that the State will not treat this Grant as containing confidential information, and will post this Grant on the transparency portal as required by Executive Order

05-07 and IC § 5-14-3.5-2. Use by the public of the information contained in this Grant shall not be considered an act of the State.

21. Termination for Breach.

A. Failure to complete the Project and expend State, local and/or private funds in accordance with this Grant Agreement may be considered a material breach, and shall entitle the State to suspend grant payments, and to suspend the Grantee's participation in State grant programs until such time as all material breaches are cured to the State's satisfaction.

B. The expenditure of State or federal funds other than in conformance with the Project or the Budget may be deemed a breach. The Grantee explicitly covenants that it shall promptly repay to the State all funds not spent in conformance with this Grant Agreement.

22. Termination for Convenience. Unless prohibited by a statute or regulation relating to the award of the Grant, this Grant Agreement may be terminated, in whole or in part, by the State whenever, for any reason, the State determines that such termination is in the best interest of the State. Termination shall be effected by delivery to the Grantee of a Termination Notice, specifying the extent to which such termination becomes effective. The Grantee shall be compensated for completion of the Project properly done prior to the effective date of termination. The State will not be liable for work on the Project performed after the effective date of termination. In no case shall total payment made to the Grantee exceed the original grant.

23. Travel. No expenses for travel will be reimbursed unless specifically authorized by this Grant.

24. Provision Applicable to Grants with tax-funded State Educational Institutions: "Separateness" of the Parties. The State acknowledges and agrees that because of the unique nature of State Educational Institutions, the duties and responsibilities of the State Educational Institution in these Standard Conditions for Grants are specific to the department or unit of the State Educational Institution. The existence or status of any one contract or grant between the State and the State Educational Institution shall have no impact on the execution or performance of any other contract or grant and shall not form the basis for termination of any other contract or grant by either party.

25. State Boilerplate Affirmation Clause. I swear or affirm under the penalties of perjury that I have not altered, modified, changed or deleted the State's standard contract clauses (as contained in the *2022 SCM Template*) in any way except as follows: Payment of Claims; the Compliance with Audit and Reporting Requirements; Maintenance of Records were modified to include statutory and program requirements.

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Non-Collusion, Acceptance

The undersigned attests, subject to the penalties for perjury, that the undersigned is the Grantee, or that the undersigned is the properly authorized representative, agent, member or officer of the Grantee. Further, to the undersigned's knowledge, neither the undersigned nor any other member, employee, representative, agent or officer of the Grantee, directly or indirectly, has entered into or been offered any sum of money or other consideration for the execution of this Grant Agreement other than that which appears upon the face hereof. **Furthermore, if the undersigned has knowledge that a state officer, employee, or special state appointee, as those terms are defined in IC § 4-2-6-1, has a financial interest in the Grant, the Grantee attests to compliance with the disclosure requirements in IC § 4-2-6-10.5.**

Agreement to Use Electronic Signatures

I agree, and it is my intent, to sign this Grant Agreement by accessing State of Indiana Supplier Portal using the secure password assigned to me and by electronically submitting this Grant Agreement to the State of Indiana. I understand that my signing and submitting this Grant Agreement in this fashion is the legal equivalent of having placed my handwritten signature on the submitted Grant Agreement and this affirmation. I understand and agree that by electronically signing and submitting this Grant Agreement in this fashion I am affirming to the truth of the information contained therein. I understand that this Grant Agreement will not become binding on the State until it has been approved by the Department of Administration, the State Budget Agency, and the Office of the Attorney General, which approvals will be posted on the Active Contracts Database: <https://secure.in.gov/apps/idoa/contractsearch/>
[https://fs.gmis.in.gov/psp/guest/SUPPLIER/ERP/c/SOI_CUSTOM_APPS.SOI PUBLIC_CNTRCTS.GBL](https://fs.gmis.in.gov/psp/guest/SUPPLIER/ERP/c/SOI_CUSTOM_APPS.SOI_PUBLIC_CNTRCTS.GBL)

In Witness Whereof, the Grantee and the State have, through their duly authorized representatives, entered into this Grant Agreement. The parties, having read and understood the foregoing terms of this Grant Agreement, do by their respective signatures dated below agree to the terms thereof.

City of Westfield

By: _____

Title: _____

Date: _____

Indiana Department of Transportation

By: _____

(for) Lyndsay Quist, Commissioner

Date: _____

Electronically Approved by:
Department of Administration

Electronically Approved by:
State Budget Agency

By: (for) Brandon Clifton, Commissioner

By: (for) Chad Ranney, Director

Approved as to Form and Legality:
***Form approval has been granted by the
Office of the Attorney General pursuant to
IC 4-13-2-14.3(e) on July 18, 2025.
FA 25-33***

ATTACHMENT A
PROJECT DESCRIPTION

Des. No.: **2600146**

Application ID: **15310**

Program: **Local Roads and Bridges Matching Grants**

Type of Project: **Pavement Replacement**

Location:

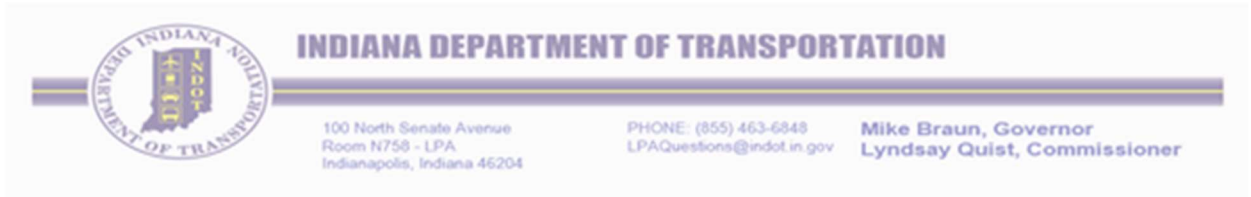
Route Name	From	To
WHEELER RD	181ST ST 300' N	186TH ST
186TH ST	WHEELER RD	GRAND PARK BOULEVARD 340' E
GRAND PARK BLVD	186TH ST 325' S	186TH ST 950' S
WESTERN WAY	146TH ST	GREYHOUND PASS
GREYHOUND PASS	US 31 CD ROAD	WESTERN WAY 115' N
156TH ST	SPRING MILL ROAD 745' E	OAK RIDGE RD
156TH ST	EVENDALE DR 300' W	KINGSWAY CT 225' E
TOWNE RD	KIMBLEWICK BLVD 360' N	156TH ST 150' S
OAK RD	161st ST 300' S	151ST ST
ADMIRAL WAY N	W SENATOR WAY	W LAREDO WAY S
ADMIRAL WAY S	ADMIRAL WAY N	ADIOS PASS
LAREDO WAY N	AMKEY WAY	SULKY WAY
LAREDO WAY	ADMIRAL WAY N	AMKEY WAY
AMKEY WAY	SENATOR WAY	TERMINUS
SULKY WAY	LAREDO WAY S	SENATOR WAY
KINGS POINT CT	SENATOR WAY	TERMINUS
SENATOR WAY	W GREYHOUND PASS	KINGS POINT COURT
ABBEDALE CT	SENATOR WAY	TERMINUS
PACER CT	ABBEDALE COURT	TERMINUS
TROTTER CT	ABBEDALE COURT	TERMINUS
LAREDO CT	LAREDO WAY S	TERMINUS
AMKEY CT	AMKEY WAY	TERMINUS
SENATOR WAY	AMKEY WAY	TERMINUS
196TH ST	GRASSY BRANCH RD	MOONTOWN RD

A general scope/description of the Project is as follows:

Milling and resurfacing of various roads throughout the City of Westfield include full -depth HMA patching and thermoplastic pavement markings. Each road has its own unique solution. The roads in this application are part of the 2026 Resurfacing project and their limits are as follows: Wheeler Road (181st St ~300 N to 186th St), 186th Street (Wheeler Road to Grand Park Boulevard ~340 E), Grand Park Boulevard (186th St ~325 S to 186th St ~950 S), Western Way (146th to Greyhound Pass), E Greyhound Pass (US 31 Collector Distributor to Western Way ~115 N), 156th Street (Spring Mill Rd ~745 E to Oak Ridge Rd), 156TH Street (Edenvale Dr ~300 W to Kingsway Ct ~225? E), Towne Road (Kimblewick Blvd ~360 N to 156th St ~150 S), Oak Road (161st St ~300 S to 151st St), Admiral Way N. (W Senator Way to W Laredo Way S in Village Farms Subdivision), Admiral Way S (Admiral Way N to Adios Pass in Village Farms Subdivision), Laredo Way S (Admiral Way to Amkey Way in Village Farms Subdivision), Laredo Way N (Amkey Way to Sulky Way in Village Farms Subdivision), Amkey Way (Senator Way to Terminus in Village Farms Subdivision), Sulky Way (Laredo Way S to Senator Way in Village Farms Subdivision), Kings Point Ct (Senator Way to Terminus in Village Farms Subdivision), Abbedale Court (Senator Way to Terminus in Village Farms Subdivision), Pacer Court (Abbedale Ct to Terminus in Village Farms Subdivision), Trotter Court (Abbedale Ct to Terminus in Village Farms Subdivision), Senator Way (W Greyhound Pass to Kings Point Ct in Village Farms Subdivision), Laredo Court (Laredo Way S to Terminus in Village Farms Subdivision), Amkey Court (Amkey Way to Terminus in Village Farms Subdivision), Senator Way (Amkey Way to Terminus in Village Farms Subdivision), 196th St (Grassy Branch to Moontown Rd).

The maximum amount of state funds allocated to the Project shall not exceed \$911,189.50.

ATTACHMENT B
AWARD LETTER



March 9, 2026

City of Westfield
Scott Willis
2706 E 171st St
Westfield, IN 46074

RE: Community Crossing Matching Grant Fund 2026-1 Award Letter

Dear Scott Willis:

The Indiana Department of Transportation (INDOT) has completed the review and selection of projects for funding in the 2026-1 Community Crossings Matching Grant Fund Program. Your community has preliminarily been awarded Community Crossings Matching Grant Funds based upon your estimates the following:

Application ID	Preliminary Awarded Amount	Location Priority
15310	\$ 911,189.50	All
TOTAL	\$ 911,189.50	

Preliminary award amounts are contingent upon the following:

- INDOT must receive a copy of the fully executed contract with a contractor or material supplier.
- Contractor/material supply contracts must be submitted no later than March 1, 2026. Failure to meet this date will result in the forfeiture of your funds. No exceptions.
- The Local Public Agency (LPA) must use DocuSign to electronically sign the Local Roads and Bridges Matching Grant Agreement. Your grant agreement has already been requested, and you should receive it soon.
- Once all documentation listed above is received, reviewed, and contracts fully executed INDOT will transfer the agreed upon contract amount into your account.

The Community Crossings Matching Grant Funds, which are administered by INDOT, will be used for funding up to 50 percent of the construction of your project or the purchase of materials. These grant dollars will enable you to help build and improve Indiana's infrastructure.

If you have any questions, please contact Carla Sheets, (765) 361-5202 or csheets@indot.in.gov.

The State of Indiana looks forward to partnering with all Hoosier communities, both urban and rural, to invest in road and bridge infrastructure projects. Improvement to local roads and bridges will bring about economic development, create jobs, and strengthen local transportation networks for all of Indiana.

Sincerely,

Director of Local Programs
Indiana Department of Transportation

www.in.gov/dot/
An Equal Opportunity Employer





Board of Works

Nick Barbknecht
Nick Snoply
Scott Willis

Clerk Treasurer

Marla Ailor

To: Westfield Board of Public Works & Safety

Date: March 25, 2026

Re: Action Item-Signing Authority
Jersey St Reconstruction Design

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 engineering services for the Jersey St Reconstruction project. The total contract will not exceed \$315,000.

Nick Barbknecht

Nick Snoply

Scott Willis

Public Works Department

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

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

SHORT FORM OF AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES

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

Owner's Project, of which Engineer's services under this Agreement are a part, is generally identified as follows: On-Call Services ("Project").

Engineer's services under this Agreement are generally identified as follows: on-call, as-needed professional services. ("Services"). Upon request by Owner, Engineer will prepare a detailed fee proposal, including anticipated costs for each task assigned. The proposal will be submitted to the Owner for approval prior to commencing the services.

Owner and Engineer further agree as follows:

1.01 *Basic Agreement and Period of Service*

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

2.01 *Payment Procedures*

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

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writing of the specific basis for doing so, may withhold only that portion so disputed, and must pay the undisputed portion.

2.02 *Basis of Payment*

A. Owner shall pay Engineer for Services as specified on each task order and as follows:

1. A Lump Sum amount. The portion of the compensation amount billed monthly for Engineer's Services will be based upon Engineer's estimate of the percentage of the total Services actually completed during the billing period. **OR**
2. An amount equal to the cumulative hours charged to the Project by each class of Engineer's employees times standard hourly rates for each applicable billing class, plus Engineer's consultants' charges, if any. **Each task order shall contain the applicable hourly rates.**
3. Reimbursable expenses will be invoiced separately at 1.1 times their direct cost.

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

3.01 *Termination*

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

1. For cause,
 - a. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the Agreement's terms through no fault of the terminating party. Failure to pay Engineer for its services is a substantial failure to perform and a basis for termination.
 - b. By Engineer:
 - 1) upon seven days written notice if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional; or
 - 2) upon seven days written notice if the Engineer's Services are delayed for more than 90 days for reasons beyond Engineer's control, or as the result of the presence at the Site of undisclosed Constituents of Concern, as set forth in Paragraph 5.01.l.
 - c. Engineer shall have no liability to Owner on account of a termination for cause by Engineer.
 - d. Notwithstanding the foregoing, this Agreement will not terminate as a result of a substantial failure under Paragraph 3.01.A.1.a if the party receiving such notice begins, within seven days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt of notice; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has

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diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.

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

- B. In the event of any termination under Paragraph 3.01, Engineer will be entitled to invoice Owner and to receive full payment for all Services and Additional Services performed or furnished in accordance with this Agreement, plus reimbursement of expenses incurred through the effective date of termination in connection with providing the Services and Additional Services, and Engineer's consultants' charges, if any.

4.01 *Successors, Assigns, and Beneficiaries*

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

5.01 *General Considerations*

- A. The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with any services performed or furnished by Engineer. Subject to the foregoing standard of care, Engineer and its consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards. **The Owner shall furnish, at the Owner's expense, all information, requirements, reports, data, surveys and instructions required in each Task Order. The Engineer may use such information, requirements, reports, data, surveys and instructions in performing its services and is entitled to rely upon the accuracy and completeness thereof. The Engineer shall not be held responsible for any errors or omissions that may arise as a result of erroneous or incomplete information provided by the Owner, consultants or contractors which the Owner requires Engineer to hire, and/or the Owner's consultants and contractors.**

- B. Engineer shall not at any time supervise, direct, control, or have authority over any Constructor's work, nor shall Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, or the safety precautions and programs incident thereto, for security or safety at the Project site, nor for any failure of a Constructor to comply with laws and regulations applicable to such Constructor's furnishing and performing of its work. Engineer shall not be responsible for the acts or omissions of any Constructor.
- C. Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish and perform its work.
- D. Engineer's opinions (if any) of probable construction cost are to be made on the basis of Engineer's experience, qualifications, and general familiarity with the construction industry. However, because Engineer has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Engineer cannot and does not guarantee that proposals, bids, or actual construction cost will not vary from opinions of probable construction cost prepared by Engineer. If Owner requires greater assurance as to probable construction cost, then Owner agrees to obtain an independent cost estimate.
- E. Engineer shall not be responsible for any decision made regarding the construction contract requirements, or any application, interpretation, clarification, or modification of the construction contract documents other than those made by Engineer or its consultants.
- F. All documents prepared or furnished by Engineer are instruments of service, and Engineer retains an ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed. Owner shall have a limited license to use the documents on the Project, extensions of the Project, and for related uses of the Owner, subject to receipt by Engineer of full payment due and owing for all Services and Additional Services relating to preparation of the documents and subject to the following limitations:
 - 1. Owner acknowledges that such documents are not intended or represented to be suitable for use on the Project unless completed by Engineer, or for use or reuse by Owner or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by Engineer;
 - 2. any such use or reuse, or any modification of the documents, without written verification, completion, or adaptation by Engineer, as appropriate for the specific purpose intended, will be at Owner's sole risk and without liability or legal exposure to Engineer or to its officers, directors, members, partners, agents, employees, and consultants;
 - 3. Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and consultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the documents without written verification, completion, or adaptation by Engineer; and
 - 4. such limited license to Owner shall not create any rights in third parties.
- G. Owner and Engineer may transmit, and shall accept, Project-related correspondence, documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website, in accordance with a mutually agreeable protocol.

- H. To the fullest extent permitted by law, Owner and Engineer (1) waive against each other, and the other's employees, officers, directors, members, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement or the Project, and (2) agree that Engineer's total liability to Owner under this Agreement **for any given task** shall be limited to **\$50,000** or the total amount of compensation received by Engineer **for that task**, whichever is greater.
- I. The parties acknowledge that Engineer's Services do not include any services related to unknown or undisclosed Constituents of Concern. If Engineer or any other party encounters, uncovers, or reveals an unknown or undisclosed Constituent of Concern, then Engineer may, at its option and without liability for consequential or any other damages, suspend performance of Services on the portion of the Project affected thereby until such portion of the Project is no longer affected, or terminate this Agreement for cause if it is not practical to continue providing Services.
- J. Owner and Engineer agree to negotiate each dispute between them in good faith during the 30 days after notice of dispute. If negotiations are unsuccessful in resolving the dispute, then the dispute shall be mediated. If mediation is unsuccessful, then the parties may exercise their rights at law.
- K. This Agreement is to be governed by the law of the state in which the Project is located.
- L. Engineer's Services and Additional Services do not include: (1) serving as a "municipal advisor" for purposes of the registration requirements of Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission; (2) advising Owner, or any municipal entity or other person or entity, regarding municipal financial products or the issuance of municipal securities, including advice with respect to the structure, timing, terms, or other similar matters concerning such products or issuances; (3) providing surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements; or (4) providing legal advice or representation.
- M. **If required by the Contract Documents, Engineer shall review and approve, or take other action upon, the Constructor's submittals such as shop drawings, product data and samples, but only for the limited purposes of checking for conformance with the information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy or completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Constructor's responsibility. The Engineer's review shall not constitute approval of safety precautions or construction means, methods, techniques, sequences or procedures. The Engineer's approval of a specific item shall not indicate approval of an assembly of which the item is a component.**
- N. **If Engineer is required to review any submittals prior to final approval of plans by Owner or any required approval by governmental authorities, the review shall be limited to confirm general conformance with the preliminary design concept expressed by the preliminary design documents that are subject to material revisions in the process of developing the Owner-approved Contract Documents that bear the professional seal of the Engineer. The Owner understands and agrees that it is the Constructor's obligation to assume all costs to comply with the Contract Documents even if the Contract Documents differ materially from the preliminary design concept that is the subject of the submittal. Any notes made by Engineer on the submittal shall not relieve the Constructor from its duty to ensure compliance with the Contract Documents. Design and certification of manufactured items that are not specifically designed**

and detailed in the Contract Documents are the responsibility of the registered professional engineer working for the Constructor. The Constructor is responsible for all dimensions, quantities, fabrication, fit, and the coordination with other trades. Dimensions shall be confirmed and correlate by the Constructor at the job site.

- O. **E-Verify.** Under Ind. Code § 22-5-1.7-11, by entering into this Agreement with Owner, Engineer is required to enroll in and verify the work eligibility status of all newly hired employees through the E-Verify program. Engineer is not required to verify the work eligibility status of all newly hired employees through the E-Verify program if the E-Verify program no longer exists. Engineer hereby affirms that it does not knowingly employ an unauthorized alien. Engineer further affirms that it will enroll in and agree to verify the work eligibility status of all newly hired employees through the E-Verify program.
- P. **Non-Discrimination.** Engineer agrees that it will not discriminate against any employee or applicant for employment to be employed in the performance this Agreement, with respect to the employee's hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment, because of the employee's race, religion, color, sex, disability, national origin, or ancestry. Breach of this covenant may be regarded as a material breach of this Agreement.
- Q. The parties acknowledge that the Owner is a governmental entity whose funds are subject to appropriation by its fiscal body. Therefore, if at any time during the initial term or subsequent term of this Agreement, the Owner's fiscal body should fail to appropriate sufficient funds to continue this Agreement, it will become null and void. The Owner shall not be obligated to perform unless and until sufficient funds are appropriated. The Owner agrees to seek funding for the continuation of this Agreement during each budgeted cycle during the initial term or subsequent term of this Agreement. The Owner agrees to inform Engineer in writing of any such non-allocation of funds at the earliest possible date, and shall pay for all services provided prior to exhaustion of the appropriated funds.

6.01 *Total Agreement*

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

7.01 *Definitions*

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

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Act, 33 U.S.C. §§1251 et seq.; (f) the Clean Air Act, 42 U.S.C. §§7401 et seq.; or (g) any other federal, State, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.

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

OWNER:

ENGINEER:

By: _____

By: _____

Title: _____

Title: _____

Date Signed: _____

Date Signed: _____

State of: Indiana

Address for giving notices:

Address for giving notices:

Michael Pearce

Cash E. Canfield

City of Westfield

American Structurepoint, Inc.

130 Penn Street

9025 River Road, Suite 200

Westfield, Indiana 46074shaff

Indianapolis, Indiana 46240

RESOLUTION NO. 26-116

A RESOLUTION OF THE BOARD OF PUBLIC WORKS AND SAFETY DECLARING CERTAIN PERSONAL PROPERTY TO BE SURPLUS AND AUTHORIZING DISPOSAL OR TRANSFER

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

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

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

Section 1. The above recitals are incorporated by reference.

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

Workout Equipment – 1-Cybex Arc trainer 750 A, 1-Hoist leg extension HD 2400, 1-Legend Fitness Bench press, 1-Hoist Personal Trainer System "Smith machine", 1-Life fitness dip machine, 1-Sole F-85 series treadmill, 2-Decon resistance bikes ("Property")

Section 3. The aforementioned Property is either worthless (as the value of the Property is less than the estimated costs of its sale and transportation) or has an estimated total value of less than five thousand dollars (\$5,000), so the City may demolish or junk the Property, or sell or transfer the Property without advertising, pursuant to Ind. Code § 5-22-22-6 and Ind. Code § 5-22-22-8. The Property shall be disposed of in accordance with the provisions of Ind. Code § 5-22-22 *et seq.*

Section 4. This Resolution is effective upon passage.

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

President Nick Barbknecht

Mayor Scott A. Willis

Nick Snoply

Attest:_____

RESOLUTION NO. 26-119

A RESOLUTION OF THE CITY OF WESTFIELD BOARD OF PUBLIC WORKS AND SAFETY AUTHORIZING PARTICIPATION IN THE REMNANT DEFENDANTS' SETTLEMENT (OPIOID DISTRIBUTOR/DISPENSER DEFENDANTS) AND EXECUTION OF A COMBINED SUBDIVISION PARTICIPATION AND RELEASE FORM

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, over the past years, national settlements have been reached to resolve litigation brought by states and local governments to combat the opioid epidemic;

WHEREAS, the City has received funds resulting from such settlements with pharmaceutical companies, opioid distributors, and related firms;

WHEREAS, a new national settlement ("Remnant Defendants' Settlement") has been finalized with six (6) additional opioid distributor/dispenser defendants under the Remnant Defendants' Settlement Agreement dated February 23, 2026: Associated Pharmacies, Inc. (and American Associated Pharmacies); JM Smith Co.; Morris and Dickson; Louisiana Wholesale Drug Company, Inc.; North Carolina Wholesale Drug Company, Inc.; and UNFI/SuperValu;

WHEREAS, the total value of the Remnant Defendants' Settlement is \$97,625,000;

WHEREAS, to participate in the Remnant Defendants' Settlement and receive resulting funds, the City must execute a Combined Subdivision Participation and Release Form ("Participation and Release Form"); and

WHEREAS, the Board has determined that it is now in the best interests of the City and its residents to participate in the Remnant Defendants' Settlement, execute the Participation and Release Form, and ultimately receive additional settlement funds to combat the opioid epidemic.

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 reference.

Section 2. For the reasons cited herein, the Board hereby authorizes the City's participation in the Remnant Defendants' Settlement.

Section 3. For the reasons cited herein, the Board hereby authorizes the Mayor, or his designee, to execute the Participation and Release Form and any other documentation necessary for the City's participation in the Remnant Defendants' Settlement.

Section 4. This Resolution is effective upon passage.

ADOPTED and PASSED this ____ day of _____, 2026.

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

President Nick Barbknecht

Mayor Scott A. Willis

Nick Snoply

Attest:_____

RESOLUTION 26-121

A RESOLUTION OF THE BOARD OF PUBLIC WORKS AND SAFETY OF THE CITY OF WESTFIELD, INDIANA AUTHORIZING A PILOT AGREEMENT WITH COMMUNITY HEALTH

WHEREAS, the City of Westfield, Indiana (“City”) is a duly formed municipal corporation within the State of Indiana, governed by its duly elected Mayor with a Board of Public Works and Safety (“Board”);

WHEREAS, the City of Westfield Redevelopment District (“Redevelopment District”) is a duly formed special taxing district pursuant to Ind. Code § 36-7-14-1, *et seq.*, as amended (“Act”), whose boundaries are coterminous with the City and is governed by the Westfield Redevelopment Commission (“Redevelopment Commission”);

WHEREAS, Community Health Network, Inc. (“Community Health”) is a nonprofit corporation hospital and health provider;

WHEREAS, Community Health is developing and constructing, or has developed and constructed, a hospital tower, medical office building, and related improvements generally located at [19800 East Street] in the City (the “Project Site”);

WHEREAS, the Project Site is located within the East Side Economic Development Area (the “EDA”);

WHEREAS, pursuant to Ind. Code § 6-1.1-10-1, *et. seq.* and other applicable law, Community Health desires to apply for and receive a real estate property tax exemption on a portion of the Project Site;

WHEREAS, in order to comply with §5.4(D) of the Westfield-Washington Township Unified Development Ordinance (“UDO”) Community Health desires to enter into an agreement for payment in lieu of taxes (“PILOT Agreement”);

WHEREAS, pursuant to Ind. Code § 36-1-3 and 36-7-25-6 and other applicable law, the City and the RDC are permitted to enter into PILOT Agreements; and

WHEREAS, the Board, on behalf of the City, desires to enter into a PILOT Agreement with Community Health as permitted by Ind. Code § 36-1-3 and 36-7-25-6 and other applicable law in order to permit Community Health to seek a real estate

property tax exemption on a portion of the Project Site.

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

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

Section 2. Approval of PILOT Agreement. The Board of Public Works and Safety of the City hereby approves the PILOT Agreement in the form attached hereto as Exhibit A in all material respects. The Mayor is hereby authorized to execute and deliver the PILOT Agreement in the form attached hereto as Exhibit A in all material respects for and on behalf of the City.

Section 3. Conflict. Should any part of this Resolution be found unconstitutional or illegal, the remaining parts shall survive and be in full effect.

Section 4. This Resolution shall be in full force and effect from and after its passage by the Board and approval by the Mayor, and in accordance with Indiana law.

PASSED THIS _____ DAY OF MARCH, 2026, BY THE WESTFIELD BOARD OF PUBLIC WORKS AND SAFETY, HAMILTON COUNTY, INDIANA.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY BLANK]

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

President Nick Barbknecht

Mayor Scott A. Willis

Nick Snoply

Attest: _____

EXHIBIT A

[Form of approved PILOT Agreement]

AGREEMENT FOR PAYMENTS IN ADDITION TO TAXES Community Health

This Agreement for Payments in Addition to Taxes (Community Health) (the “**Agreement**”) is executed this ___ day of _____, 2026, by and between The City of Westfield Redevelopment Commission (“**RDC**”), Community Health Network, Inc. (“**Owner**”), and the City of Westfield, Indiana (“**City**”, and together with RDC and Owner, the “**Parties**” and each a “**Party**”).

Recitals

WHEREAS, Owner is the fee simple owner of the Property;

WHEREAS, the Parties have agreed that, if any portion of the Property becomes and remains exempt from the payment of Real Estate Taxes, Owner, pursuant to the terms of this Agreement, will make payments to RDC in addition to the Real Estate Taxes otherwise payable; and

WHEREAS, the Taxpayer Payments are intended by the Parties to satisfy the payment requirements related to Owner’s owning and operating the Hospital Tower within the EDA;

Agreement

Accordingly, for good and valuable consideration, the receipt and sufficiency of which are acknowledged hereby, the Parties agree to the terms and conditions set forth in this Agreement.

1. Definitions.

Applicable Rate shall mean the tax rate that is applied to the Assessed Value for the purpose of determining Real Estate Taxes.

Assessed Value shall mean the value of the Property, as assessed by the taxing authorities for the purpose of determining Real Estate Taxes.

Assessment Year shall mean the year for which the Assessed Value is determined for Real Estate Taxes. For purposes of clarity and avoidance of doubt, January 1 is the assessment date for an Assessment Year, and the Real Estate Taxes related to such Assessment Year are payable in the following tax year on May 10 and November 10.

BZA shall mean City’s Board of Zoning Appeals.

Cure Period shall mean a period of 30 days after a Party receives notice from another Party specifying the nature of a failure to observe or perform any term or condition of this Agreement to be observed or performed by it; provided that, if the failure is of such a nature that it cannot be remedied within 30 days, despite reasonably diligent efforts, then the 30-day period shall be extended as reasonably may be necessary for the Party to remedy the failure, so long as such Party: (a) commences to remedy the failure within the 30-day period; and (b) diligently pursues such remedy to completion.

EDA shall mean the East Side Economic Development Area.

Event of Default shall have the meaning set forth in Section 6.

Exemption shall mean Owner's exemption from the payment of Real Estate Taxes as provided by Law, including, without limitation, Indiana Code § 6-1.1-10-1, et. seq.

Laws shall mean all applicable: (a) laws, statutes, and/or ordinances; (b) governmental rules, regulations, and/or guidelines; and (c) judicial orders, consents, and/or decrees.

Mortgage shall mean a mortgage, deed of trust, sale and leaseback, or other form of financing secured by a lien against all or any portion of the Property.

Mortgagee shall mean the holder of a Mortgage.

Non-Payment Lien shall mean a lien against the Property in the amount of all delinquent Taxpayer Payments, together with the interest that has accrued thereon.

Hospital Tower shall mean that certain six-story hospital tower development, including approximately: (a) 255,000 square feet of hospital and medical space; and (b) related improvements; located on the Project Site.

Project Site shall mean that certain real estate delineated as the "Project Site" on Exhibit A-1, and more particularly described on Exhibit A-2.

Property shall mean, collectively, the Project Site and any and all improvements located therein or thereon, including, without limitation, the Hospital Tower.

Real Estate Taxes shall mean all ad valorem real estate taxes that are (or, but for the Exemption, would have been) levied, imposed, or charged on, against, for, or with respect to, all or a portion of the Property by or for all taxing authorities, assuming, with respect to the Property receiving Exemption, the application of the Applicable Rate to the Assessed Value without any Exemption.

Special Exception shall mean a special exception or variance granted by the BZA necessary or desirable for Owner to achieve compliance with Article 5.4 of the Zoning Code with respect to the Property.

Taxpayer Payment shall mean a payment in addition to the Real Estate Taxes otherwise payable (if any) in the amount of the payments for the applicable periods reflected on Exhibit B, as required by and in accordance with the terms and conditions of Section 3.

Term shall mean the period set forth in Section 2.

Zoning Ordinance shall mean the Westfield-Washington Township Unified Development Ordinance, as the same may be modified or amended from time to time.

2. Term. The "**Term**" of this Agreement shall: (a) commence on the date hereof; and (b) expire on December 31, 2051. The Parties may mutually agree to terminate this Agreement in a signed writing executed by all Parties.

3. Taxpayer Payments. If, for any Assessment Year, all or any portion of the Property is subject to the Exemption for such Assessment Year, then, on or before May 10 and November 10 following such Assessment Year, Owner shall pay to RDC the Taxpayer Payments. For example, if the Hospital Tower was exempt for the 2027 Assessment Year, then the Taxpayer Payments for such Assessment Year would be due on or before May 10, 2028, and November 10, 2028. Notwithstanding the foregoing, to the extent that the Hospital Tower does not have complete Exemption from Real Estate Taxes for such Assessment Year, each Taxpayer Payment for such Assessment Year will be reduced by the applicable percentage that the Hospital Tower is not exempt from Real Estate Taxes. For example, if, for the 2027 Assessment Year, the Hospital Tower was granted 80% Exemption, then each Taxpayer Payment due in 2028 (for the 2027 Assessment Year) would be 80% of the Taxpayer Payment for such Assessment Year. To the extent there is a substantive and material change to the Indiana property tax statutory regime that fundamentally alters

how property taxes are assessed and/or imposed on Indiana commercial property, the Parties will use best efforts and negotiate in good faith to amend, modify, and/or replace this Agreement to be consistent with the statutory changes made to Indiana property taxes; provided that, in all events, any such amendment, modification, and/or replacement shall be subject to formal public approval by each of RDC and the Common Council of City.

4. Real Estate Taxes.

(a) Payment. Owner shall pay all Real Estate Taxes, if any, prior to delinquency. Notwithstanding the foregoing, Owner shall not be deemed to be in default for failing to pay any Real Estate Taxes for which Owner is, in good faith, seeking an Exemption or contesting the Assessed Value of the Property or applicable portion thereof.

(b) Notice of Appeals. Owner, during the Term, shall timely provide a copy to the RDC and the City of any: (i) Exemption application filed by the Owner for the Property; or (ii) any challenge or appeal of the Assessed Value of the Hospital Tower, the Applicable Rate as it relates to the Hospital Tower, and/or the application of the Applicable Rate to the Assessed Value to the Hospital Tower. RDC and City shall not take any action to contest or prevent the Exemption of the Hospital Tower or oppose or negatively impact an appeal of the Assessed Value filed by Owner.

5. EDA Overlay.

(a) General. To the extent applicable to Owner, the Parties agree that, upon the execution of this Agreement and throughout the Term, and subject to Owner's continuing compliance with the terms and conditions of this Agreement and all Laws, Owner: (i) is in compliance with, and has satisfied the requirements contained within, Article 5.4 of the Zoning Ordinance; and (ii) may operate within the EDA irrespective of its obligation to pay or not pay Real Estate Taxes (subject to the terms and conditions of this Agreement).

(b) No Further Action. Except for City's and/or RDC's enforcement of Owner's obligations under this Agreement, during the Term, City and RDC will not take any action or cause action to be taken that could limit or prevent Owner from owning the Property based solely upon the eligibility for any Exemption.

(c) Exceptions. City and RDC agree that, to the extent that no Exemption applies, City and RDC will not take action or cause action to be taken that would prevent Owner from owning property based upon Article 5.4 of the Zoning Ordinance.

(d) Variance. Upon any expiration of the Exemption, City agrees that it will not object to Owner's application to the BZA for a Special Exception so long as: (i) Owner has satisfied all payment obligations set forth in this Agreement; (ii) no Event of Default by Owner exists or has existed; and (iii) Owner remains in good standing with City, as determined by City in its reasonable discretion.

(e) Extension. Upon request by Owner, the Parties will use best efforts and negotiate in good faith to amend, modify, and/or replace this Agreement to permit Owner to continue operating the Property with the Exemption consistent with intent of this Agreement and the Zoning Ordinance; provided that, in all events, any such amendment, modification, and/or replacement shall be subject to formal public approval by each of RDC and the Common Council of City.

(f) Survival. The Parties agree that the terms and conditions of this Section shall survive the expiration or earlier termination of this Agreement.

6. Defaults and Remedies.

(a) Events of Default. It shall be an **"Event of Default"**: (i) by Owner if Owner fails to: (A) pay any Taxpayer Payments prior to delinquency and such amounts are not paid within the Cure Period; or (B) perform or observe any other term or condition of this Agreement to be performed or observed by it: (1) with respect to the obligation to pay money, if such failure is not cured within the Cure Period; and (2) otherwise, if such failure is not cured within the Cure Period; or (ii) by City or RDC if City or RDC, as applicable, fails to perform or observe any other term or condition of this Agreement to be performed or observed by it: (A) with respect to the obligation to pay money, if such failure is not cured within the Cure Period; and (B) otherwise, if such failure is not cured within the Cure Period. All delinquent Taxpayer Payments shall bear interest at the rate of 8% per annum.

(b) Non-Payment Liens. At any time when there are delinquent Taxpayer Payments, RDC may record a Non-Payment Lien. To the extent RDC records a Non-Payment Lien, RDC shall take all necessary and appropriate action to remove such Non-Payment Lien after Owner makes the applicable Taxpayer Payment(s), together with other amounts owing to RDC under this Agreement in connection with such Non-Payment Lien and/or Taxpayer Payment(s).

(c) Remedies. Whenever an Event of Default occurs, RDC or City, in the case of an Event of Default by Owner, or Owner, in the case of an Event of Default by RDC or City, may take whatever actions at law or in equity are necessary or appropriate to: (i) to the extent applicable, collect any payments due under this Agreement, including, without limitation, enforcing and/or foreclosing any Non-Payment Lien; (ii) protect its rights under this Agreement; (iii) enforce the performance or observance by defaulting Party of any term or condition of this Agreement (including, without limitation, the right to specifically enforce any such term or condition); or (iv) cure any failure to perform or observe a material term or condition of this Agreement. In the case of an Event of Default by Owner, RDC or City may request that the Special Exception be terminated or suspended until such Event of Default is cured.

(d) Reimbursement. If a non-defaulting Party incurs any costs or expenses in connection with exercising its rights and remedies under, or enforcing, this Agreement (including, without limitation, costs or expenses to enforce and/or foreclose any Non-Payment Liens), then the defaulting Party shall reimburse the non-defaulting Party for all such costs and expenses (including, without limitation, attorneys' fees and other legal costs), so long as such costs and expenses are reasonable, together with interest at the rate of 8% per annum.

(e) No Remedy Exclusive. No right or remedy herein conferred upon, or reserved to, a non-defaulting Party is intended to be exclusive of any other available right or remedy, unless otherwise expressly stated; instead, each and every such right or remedy shall be cumulative and in addition to every other right or remedy given under this Agreement or now or hereafter existing at law or in equity. No delay or omission by a non-defaulting Party to exercise any right or remedy upon any Event of Default shall impair such right or remedy, or be construed to be a waiver thereof, and any such right or remedy may be exercised from time to time, and as often as may be deemed to be expedient. To entitle a non-defaulting Party to exercise any of its rights or remedies, it shall not be necessary for such non-defaulting Party to give notice to the defaulting Party, other than such notice as may be required by this Section or by the Laws.

7. Indemnification.

(a) By RDC or City. To the extent permitted by Law, RDC and City shall indemnify and hold harmless Owner from and against any and all claims, damages, injuries, losses, costs, and expenses (including, without limitation, attorneys' fees) arising from, or

connected, with the breach by RDC or City of any term or condition of this Agreement. The foregoing indemnification obligation shall survive the expiration of the Term.

(b) By Owner. Owner shall indemnify and hold harmless RDC and City from and against any and all claims, damages, injuries, losses, costs, and expenses (including, without limitation, attorneys' fees) arising from, or connected, with the breach by Owner of any term or condition of this Agreement. The foregoing indemnification obligation shall survive the expiration of the Term.

8. Binding Effect. This Agreement shall: (a) run with the Property; (b) bind Owner and each successor Owner, as the owner of all or any portion of the Property; and (c) inure to the benefit of City and RDC. City and RDC acknowledge and agree that: (a) Owner may freely transfer the Property to third-party persons or entities; (b) in connection with any such transfer, this Agreement, because it runs with the Property, shall be deemed assigned to such persons or entities; (c) any such transfer and deemed assignment shall not constitute an Event of Default; and (d) the transferring party shall be relieved of any ongoing obligations under this Agreement from and after the date of such transfer.

9. Notice. Any notice required or permitted to be given by a Party to this Agreement shall be in writing, and shall be deemed to have been given when: (a) delivered in person to the applicable Party; or (b) sent by national overnight delivery service, with confirmation of receipt, addressed as follows: to RDC at 2728 East 171st Street, Westfield, Indiana 46074, Attn: Executive Director, with a copy to: Ryan R. Wilmering, Wallack Somers & Haas, P.C., One Indiana Square, Suite 2300, Indianapolis, Indiana 46204; to City at 2728 East 171st Street, Westfield, Indiana 46074, Attn: Legal Department; and to Owner at 7330 Shadeland Station, Suite 200, Indianapolis, Indiana, 46256 Attn: Holly Millard, with a copy to: Ice Miller LLP, One American Square, Suite 2900, Indianapolis Indiana 46282, Attn: Matthew J. Ehinger. Any Party may change its address for notice from time to time.

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

11. Captions; Exhibits. The captions and headings of various sections and exhibits referenced herein are for convenience only and are not to be considered as defining or limiting in any way, the scope or intent of the provisions hereof. Notwithstanding the foregoing, each of the Recitals and the Exhibits referenced herein are incorporated and expressly made a part hereof.

12. Entire Agreement. This Agreement constitutes the entire agreement of the Parties, and all prior discussions, negotiations, and document drafts are merged herein.

13. Modification. No modification, waiver, amendment, discharge, or change of or to this Agreement shall be valid unless the same is in writing and signed by all Parties.

14. Governing Law. This Agreement shall be governed by and construed under the laws of the State of Indiana. All proceedings arising in connection with this Agreement shall be tried and litigated only in the state courts in Hamilton County, Indiana, or the federal courts with venue that includes Hamilton County, Indiana. The Parties waive, to the extent permitted under applicable law: (a) the right to a trial by jury; and (b) any right a Party may have to: (i) assert the doctrine of "forum non conveniens"; or (ii) object to venue.

15. Time of the Essence. Time is hereby declared to be of the essence of this Agreement and of every part hereof.

16. Counterparts. This Agreement and any amendments hereof may be executed in one or more counterparts, each of which when so executed and delivered shall be deemed to be an original, and all of which taken together shall constitute one and the same instrument, notwithstanding that all the Parties have

not signed the original or the same counterpart. Any counterpart hereof signed by the Party against whom enforcement of this Agreement is sought shall be admissible into evidence as an original hereof to prove the contents hereof.

17. No Joint Venture. Nothing contained in this Agreement will be construed to constitute any Party as a joint venturer with Owner, RDC, or City or to constitute a partnership between any Party and Owner, RDC, and City.

18. Construction. The Parties acknowledge that each Party and each Party's counsel have reviewed and revised this Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting Party will not be employed in the interpretation of this Agreement or any amendments or exhibits hereto.

19. Mortgagee Protections; Estoppel.

(a) Right to Mortgage. The Parties hereto agree that this Agreement shall not prevent or limit Owner from encumbering the Property or any estate or interest therein, portion thereof, or any improvement thereon, in any manner whatsoever by one or more Mortgagees.

(b) Copies of Notices. A Mortgagee that has notified RDC and City in writing of such Mortgagee's Mortgage shall be entitled to receive written notification from RDC and City of any notice of default by Owner in the performance of Owner's obligations under this Agreement, which notice shall be delivered to such Mortgagee within ten days after sending the notice of default to Owner. Such Mortgagee shall have the right, but not the obligation, to cure the non-compliance within the applicable time period(s) set forth in Section 6, but in all events not less than 30 days after delivery of such notice to such Mortgagee.

(c) Estoppels. At any time, and from time to time, Owner may request that City and/or RDC certify in writing that, to the knowledge of City and/or RDC, as applicable: (i) this Agreement is in full force and effect and a binding obligation of the Parties; (ii) this Agreement has not been amended, or if amended, the identity of each amendment; (iii) to City's and/or RDC's knowledge, Owner is not then in default of this Agreement, or, if Owner is in default, then a description of such default; and (iv) any other factual matters reasonably requested by Owner; which certificate shall be in form and substance reasonably satisfactory to City and/or RDC. City and/or RDC, as the case may be, shall execute and deliver such certificate to Owner within 30 days after request therefor. City and RDC acknowledge that such certificates may be relied upon by third parties (including transferees or successors in interest to Owner and by Mortgagees) to which such certificates are specifically addressed. Owner shall pay promptly upon demand all costs and expenses incurred by City and/or RDC in connection with a request for such a certificate, including, without limitation, reasonable attorneys' fees.

[Signature page to follow.]

IN WITNESS WHEREOF, City, RDC, and Owner have executed this Agreement as of the date set forth above.

RDC:

THE CITY OF WESTFIELD
REDEVELOPMENT COMMISSION

By: _____
Joe Plankis, President

And

By: _____
Jenell Fairman, Executive Director

ACKNOWLEDGMENT

STATE OF INDIANA)
) SS:
COUNTY OF HAMILTON)

Before me, a Notary Public in and for the State of Indiana, personally appeared Joe Plankis and Jenell Fairman, the President and Executive Director, respectively, of The City of Westfield Redevelopment Commission, who acknowledged the execution of the foregoing Agreement for Payments in Addition to Taxes (Community Health) for and on behalf of such entity.

Witness my hand and Notarial Seal this ____ day of _____, 2026.

By: _____
Notary Public

Printed Name: _____

My commission expires: _____.

I am a resident of _____ County, _____.

OWNER:

COMMUNITY HEALTH NETWORK, INC.,
an Indiana nonprofit corporation.

By: _____

Printed: _____

Title: _____

ACKNOWLEDGMENT

STATE OF INDIANA)
) SS:
COUNTY OF _____)

Before me, a Notary Public in and for the State of Indiana, personally appeared _____, the _____ of Community Health Network, Inc., an Indiana nonprofit corporation, who acknowledged the execution of the foregoing Agreement for Payments in Addition to Taxes (Community Health) for and on behalf of such entity.

Witness my hand and Notarial Seal this ____ day of _____, 2026.

By: _____
Notary Public

Printed Name: _____

My commission expires: _____.

I am a resident of _____ County, _____.

CITY:

CITY OF WESTFIELD, INDIANA

By: _____

Printed: _____

Title: _____

ACKNOWLEDGMENT

STATE OF INDIANA)
) SS:
COUNTY OF HAMILTON)

Before me, a Notary Public in and for the State of Indiana, personally appeared _____, the _____ of the City of Westfield, Indiana, who acknowledged the execution of the foregoing Agreement for Payments in Addition to Taxes (Community Health) for and on behalf of such entity.

Witness my hand and Notarial Seal this ____ day of _____, 2026.

By: _____
Notary Public

Printed Name: _____

My commission expires: _____.

I am a resident of _____ County, _____.

Return after recording to: The City of Westfield Redevelopment Commission
 2728 East 171st Street
 Westfield, Indiana 46074
 Attn: Executive Director

This instrument was prepared by Haley L. Soshnick, 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. Haley L. Soshnick

INDEX TO EXHIBITS

Exhibit A-1	Project Site Depiction
Exhibit A-2	Project Site Description
Exhibit B	Taxpayer Payments Schedule

EXHIBIT A-1
Project Site Depiction

EXHIBIT A-2

Project Site Description

EXHIBIT B**Taxpayer Payments Schedule**

Years 1-5		
Year	Payment Due Date	Payment Amount
Year 1	May 10, 2027	\$ 118,500.00
	November 10, 2027	\$ 118,500.00
Year 2	May 10, 2028	\$ 138,875.00
	November 10, 2028	\$ 138,875.00
Year 3	May 10, 2029	\$ 159,250.00
	November 10, 2029	\$ 159,250.00
Year 4	May 10, 2030	\$ 179,625.00
	November 10, 2030	\$ 179,625.00
Years 5-9	May 10, 2031	\$ 200,000.00
	November 10, 2031	\$ 200,000.00
Years 10 and Thereafter	May 10 of each calendar year	Semiannual payment increases by 5% over prior payment amount every five years, starting Year 10
	November 10 of each calendar year	



March 25, 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:

- JRF Construction, Inc., Creative World School, Bond #7480899, \$141,961.00, Storm Sewers, ROW Improvements, Sidewalks, & Erosion Control
- Pulte Homes of Indiana, LLC, Finley Creek Estates, Bond & Rider #800236501, \$20,781.20, Sidewalks
- Pulte Homes of Indiana, LLC, Finley Creek Estates, Bond & Rider #800236502, \$28,932.64, Paths
- Pulte Homes of Indiana, LLC, Finley Creek Estates, Bond & Rider #800236503, \$1,016,725.56, Storm Sewer
- Pulte Homes of Indiana, LLC, Finley Creek Estates, Bond & Rider #800236504, \$80,437.50, Curb
- Pulte Homes of Indiana, LLC, Finley Creek Estates, Bond & Rider #800236505, \$575,885.42, Paving-Local Streets
- Pulte Homes of Indiana, LLC, Finley Creek Estates, Bond & Rider #800236506, \$177,104.29, Paving-ROW

Performance Bond Release

- The Ideal Company, Inc., Christian Brothers Automotive Store on Gray Road, Bond #B0374042, \$57,200.00
- Design & Build Corporation, Vision Headquarters Building Addition, Bond & Rider #B3291482, \$4,028.75, 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:

- NONE

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:

- The Peterson Company, LLC, Bastian Northpoint, Bond #30095581, \$23,446.90, Streets & Curbs
- The Peterson Company, LLC, Bastian Northpoint, Bond #30095582, \$20,360.00, Storm Sewer
- The Peterson Company, LLC, Bastian Northpoint, Bond #30095583, \$2,405.00, Sidewalk
- The Peterson Company, LLC, Bastian Northpoint, Bond #30095584, \$1,486.60, Erosion Control
- Pulte Homes of Indiana, LLC, Bent Creek, Section 1, Bond #268013070, \$18,952.00, ROW
- Pulte Homes of Indiana, LLC, Bent Creek, Section 1, Bond #268013069, \$7,535.90, Multi-Use HMA Path
- Pulte Homes of Indiana, LLC, Bent Creek, Section 1, Bond #59BSBHY4075, \$6,408.40, Common Area Sidewalks
- Weihe Construction, Inc., Bent Creek, Section 1, Bond #30061023, \$2,418.00, Concrete Curb
- Weihe Construction, Inc., Bent Creek, Section 1, Bond #30061024, \$28,419.00, Storm Sewer & SSD
- The Snider Group, Inc., Bent Creek, Section 1, Bond #B3241220, \$2,227.50, Curbs
- Midwest Paving Inc., Bent Creek, Section 1, Bond #7659117, \$15,662.84, Streets
- The Snider Group, Inc., Bent Creek, Section 2, Bond #B3241689, \$41,269.00, Storm Sewers
- Midwest Paving Inc., Bent Creek, Section 2, Bond #7662559, \$26,096.18, Stone Base, Binder, Surface, & Asphalt Walking Path
- Sitecrete, LLC, Bent Creek, Section 2, Bond #30089616, \$5,357.90, Curbs & Common Area Sidewalks
- Herman & Kittle Properties, Inc., Casey Acres Apartments, Bond #929584567, \$22,401.40, Storm Sewer
- Herman & Kittle Properties, Inc., Casey Acres Apartments, Bond #929584569, \$47,779.00, Streets & Curbs
- Herman & Kittle Properties, Inc., Casey Acres Apartments, Bond #929584571, \$4,562.50, Erosion Control

- Herman & Kittle Properties, Inc., Casey Acres Apartments, Bond #929584572, \$20,885.80, Sidewalks
- Valenti-Held Contractor/Developer, Inc., Chatham Hills, Section 4, Bond #30142110, \$86,230.00, Storm Sewer & Sub-Surface Drain
- JKES, Inc. d/b/a Smith Projects, Community First Bank of Indiana, Bond & Rider #INC60893, \$23,582.00, Storm Sewer, Trail, & Erosion Control
- Lennar Homes of Indiana, Inc., Coventry, Section 1A, Bond #SU1153397-M, \$3,221.60, Asphalt Trail
- Lennar Homes of Indiana, Inc., Coventry, Section 1A, Bond #SU1154825-M, \$26,691.50, Storm Sewer System
- Lennar Homes of Indiana, Inc., Coventry, Section 1A, Bond #72BSBHX2092-M, \$7,234.35, Erosion Control
- Lennar Homes of Indiana, Inc., Coventry, Section 1A, Bond #SU1153395-M, \$3,943.20, Concrete Sidewalks
- Lennar Homes of Indiana, Inc., Coventry, Section 1A, Bond #SU1153396-M, \$3,918.80, Concrete Curb
- Lennar Homes of Indiana, Inc., Coventry, Section 1A, Bond #SU1153391-M, \$14,817.90, Asphalt Local Street
- Lennar Homes of Indiana, Inc., Coventry, Section 1A, Bond #SU1153390-M, \$12,343.30, Asphalt ROW Improvements – Grassy Branch Road
- Lennar Homes of Indiana, Inc., Coventry, Section 1B, Bond #SU1153394-M, \$806.99, Asphalt Trail
- Lennar Homes of Indiana, Inc., Coventry, Section 1B, Bond #SU1154824-M, \$21,075.00, Storm Sewer System
- Lennar Homes of Indiana, Inc., Coventry, Section 1B, Bond #72BSBHX2091-M, \$3,677.51, Erosion Control
- Lennar Homes of Indiana, Inc., Coventry, Section 1B, Bond #SU1153393-M, \$171.02, Common Area Sidewalks
- Lennar Homes of Indiana, Inc., Coventry, Section 1B, Bond #SU1153399-M, \$2,355.27, Concrete Curb
- Lennar Homes of Indiana, Inc., Coventry, Section 1B, Bond #SU1153398-M, \$12,402.95, Asphalt Local Street
- Lennar Homes of Indiana, Inc., Coventry, Section 2, Bond #024246425, \$8,616.60, Storm Sewer & Subsurface Drain
- Lennar Homes of Indiana, Inc., Coventry, Section 2, Bond #30072919-M, \$3,401.17, Erosion Control
- Lennar Homes of Indiana, Inc., Coventry, Section 2, Bond #024246426, \$120.16, Common Area Sidewalks
- Lennar Homes of Indiana, Inc., Coventry, Section 2, Bond #72BSBIE2514-M, \$2,150.19, Concrete Curb
- Lennar Homes of Indiana, Inc., Coventry, Section 2, Bond #72BSBIE2521-M, \$11,744.25, Asphalt Street



**City of Westfield Fire Department
Board of Public Works & Safety Report
February 2026 Report**

Contact: Fire Chief

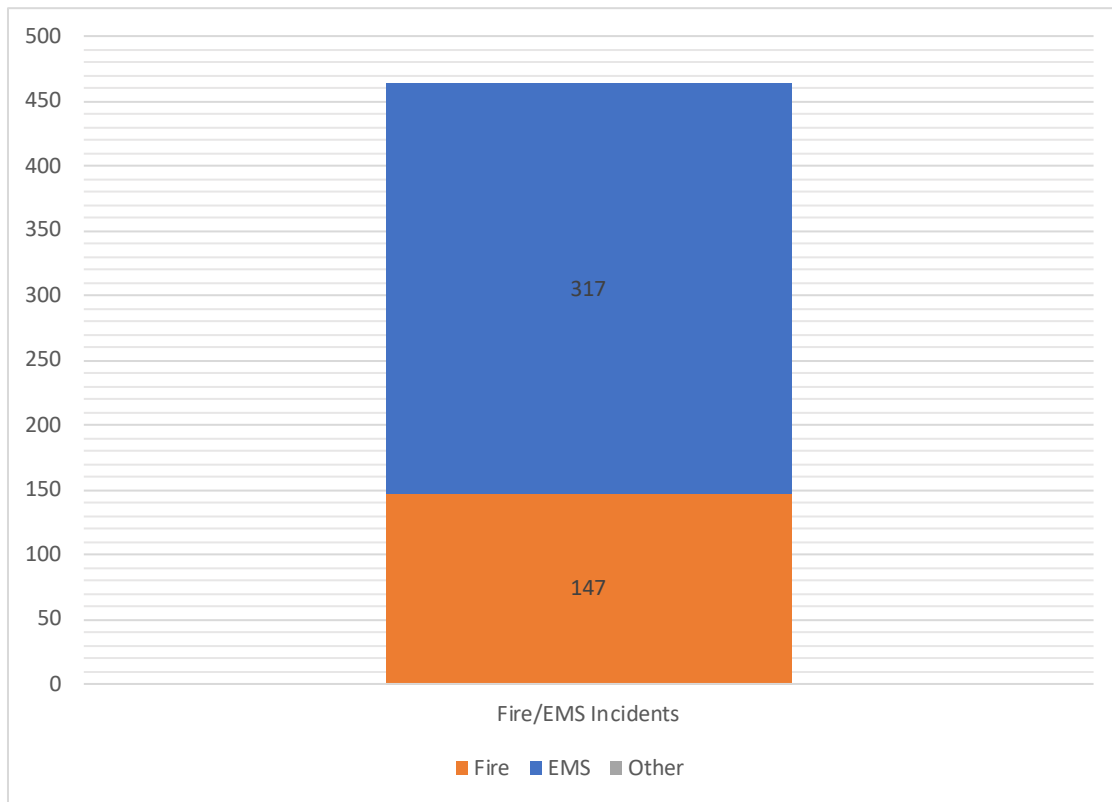
Rob Gaylor

Or Nikki Hartman

804-3304



Westfield Fire February 2026 Incident Statistics

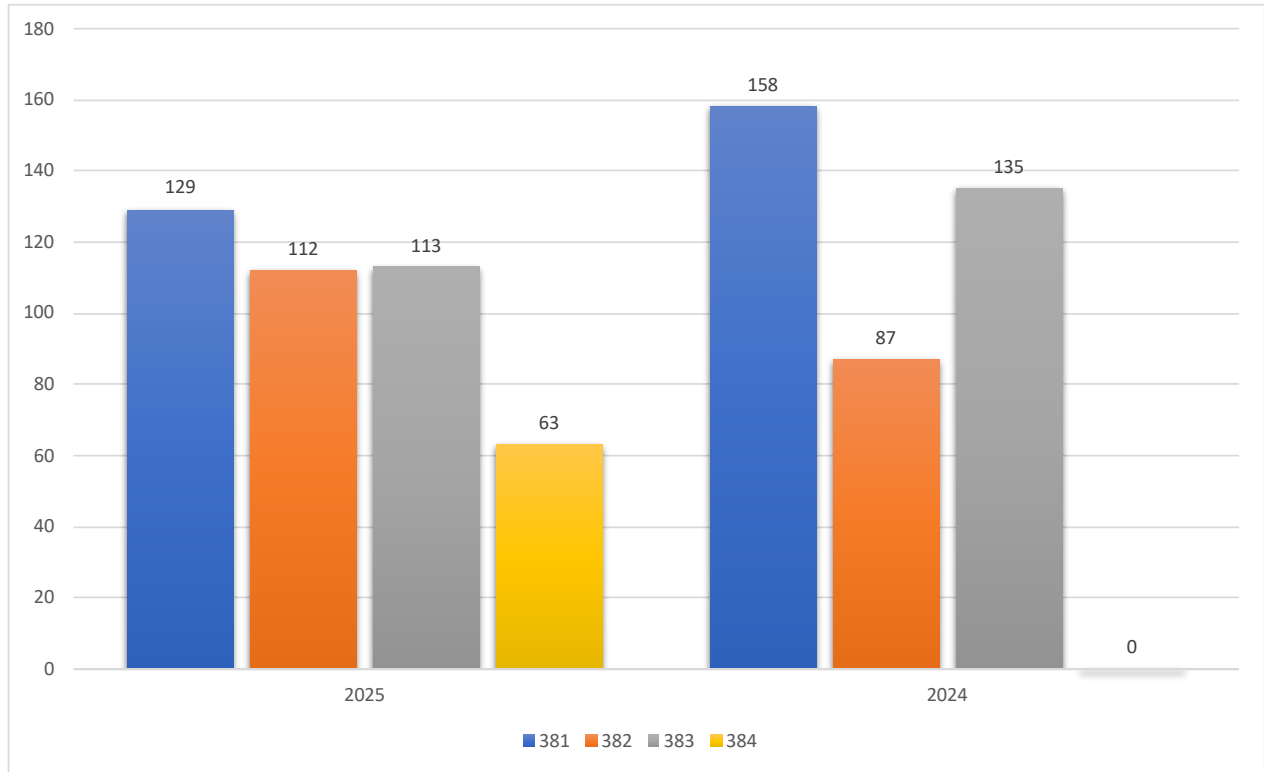


Fire/EMS Incidents		
Incident Type	Incident Count	Percent
EMS	317	68%
Fire	147	32%
Other		0%
Total:	464	

Average 16.57 responses per day. Average turnout time 1:15. And a total of 1026 apparatus response.



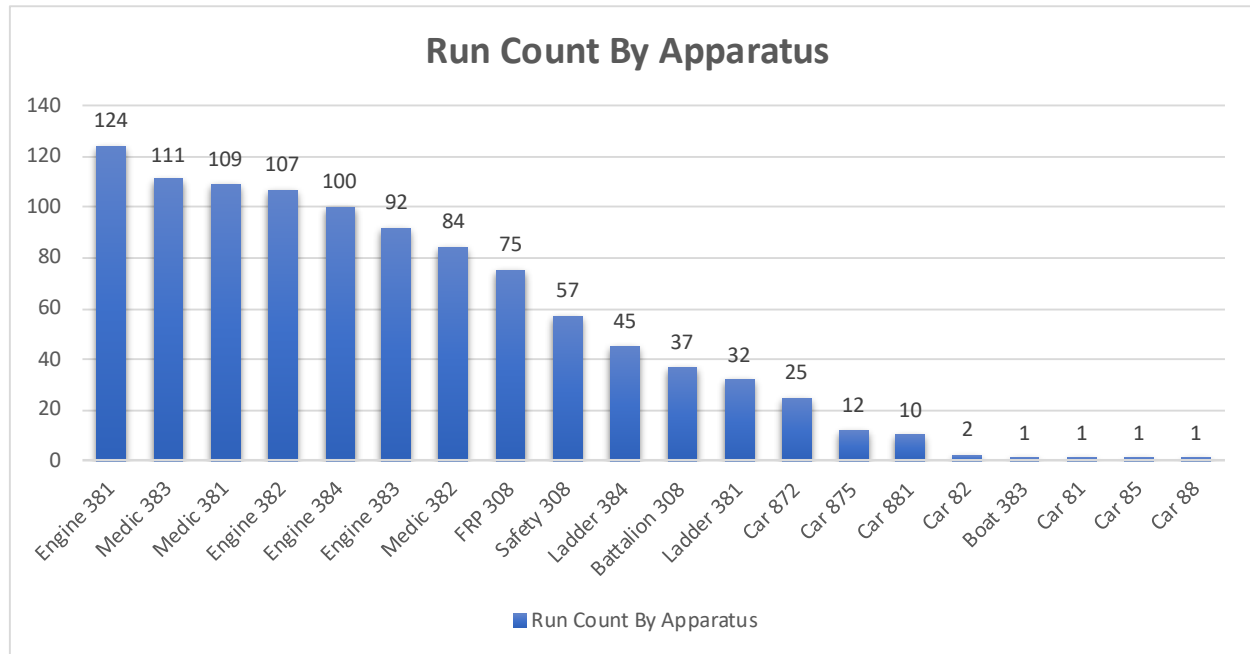
Westfield Fire February 2025 Incident Statistics



District Comparison - Month				
District	2025	2024	Difference	%
381	129	158	-29	-22%
382	112	87	25	22%
383	113	135	-22	-19%
384	63	0	63	100%
Unknown	0	1	-1	
Total:	417	381	36	8.63%

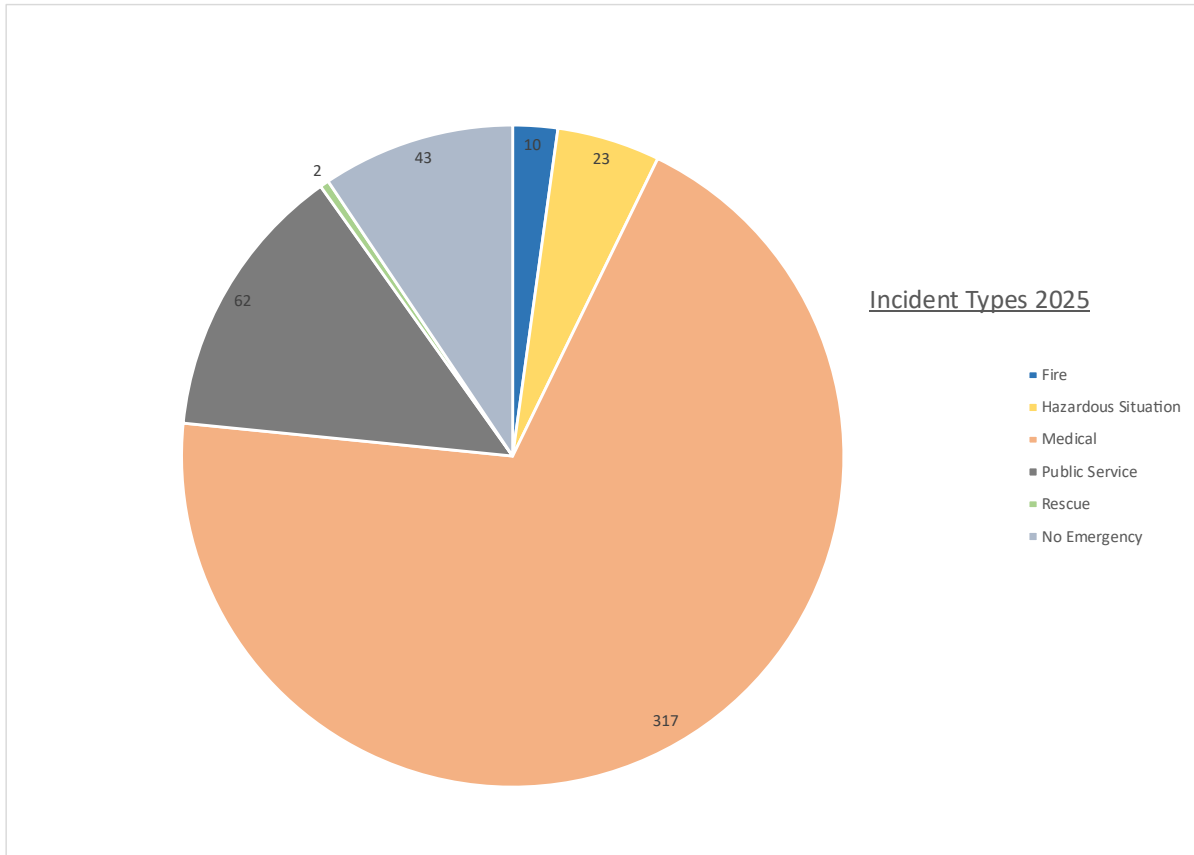


Westfield Fire February 2025 Incident Statistics





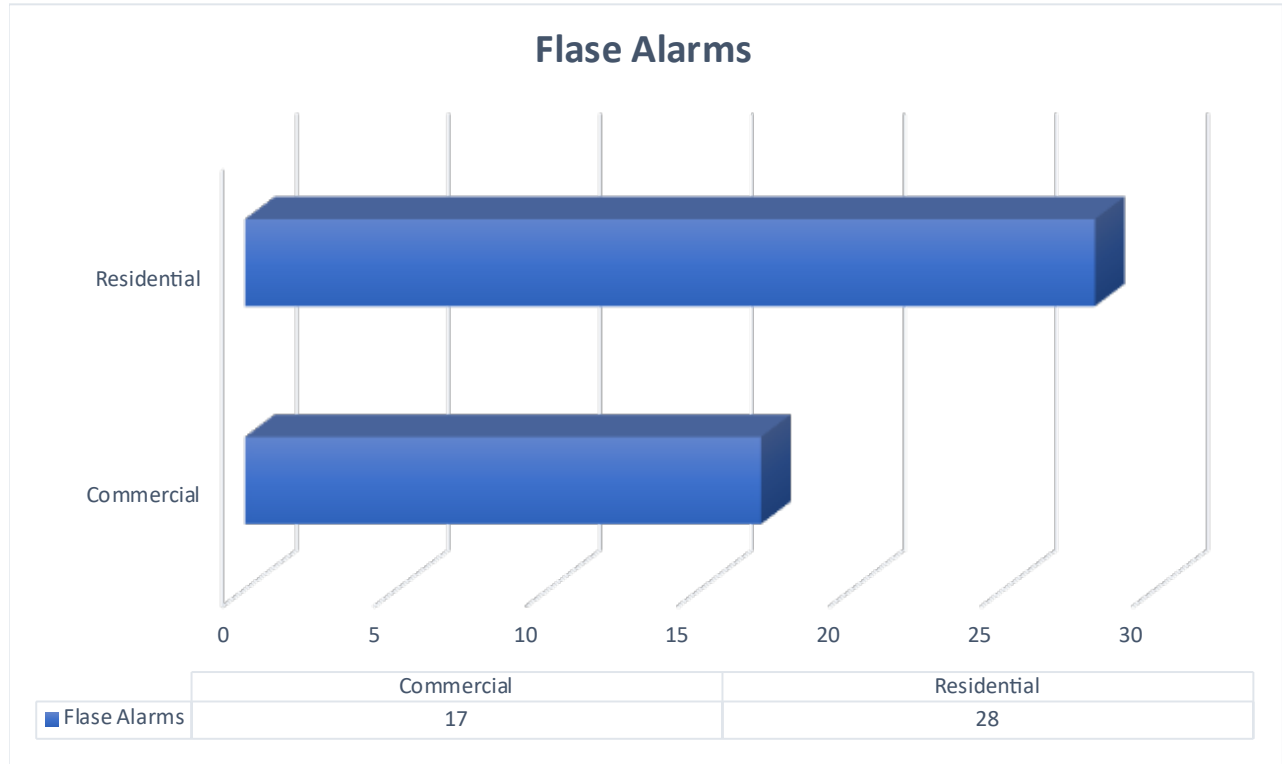
Westfield Fire February 2025 Incident Statistics



Incident Type		Count
Fire		10
Hazardous Situation		23
Medical		317
Public Service		62
Rescue		2
No Emergency		43
Law Enforcement Support		7
Total:		464

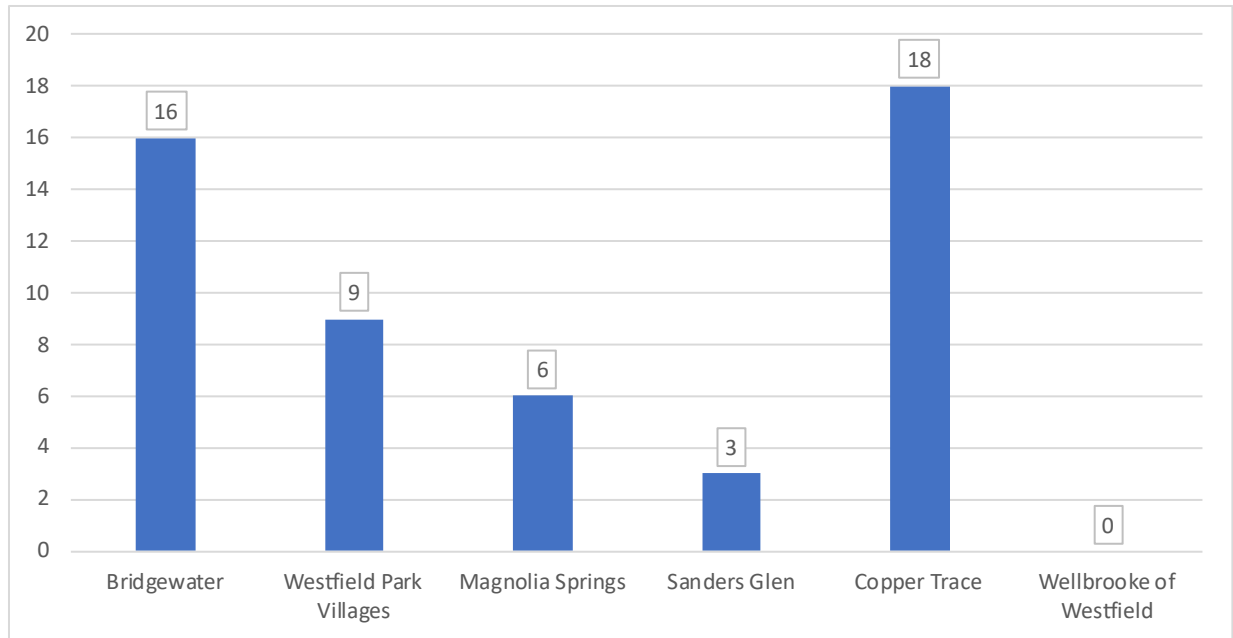


Westfield Fire February 2025 Incident Statistics

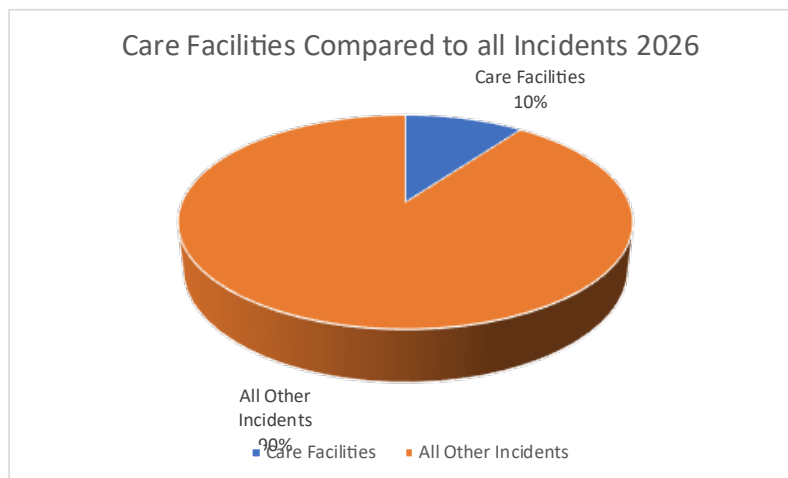




Westfield Fire February 2025 Incident Statistics



Care Facilities		Incident Totals
Bridgewater		16
Westfield Park Villages		9
Magnolia Springs		6
Sanders Glen		3
Copper Trace		18
Wellbrooke of Westfield		0
		52





Westfield Fire Department

Monthly Operational Dashboard

February 2026

Prepared For: Command Staff And Executive Review

Format: HTML Dashboard With PDF-Ready Presentation Layout

Executive Snapshot

High-level demand indicators for the current report month.

INCIDENT DEMAND

466

Fire 117 • EMS 349

FALSE ALARMS

32

6.9% Of Total Incidents

BUSIEST RESOURCES

Station 81 Engine 381

Station 129 Apparatus 124

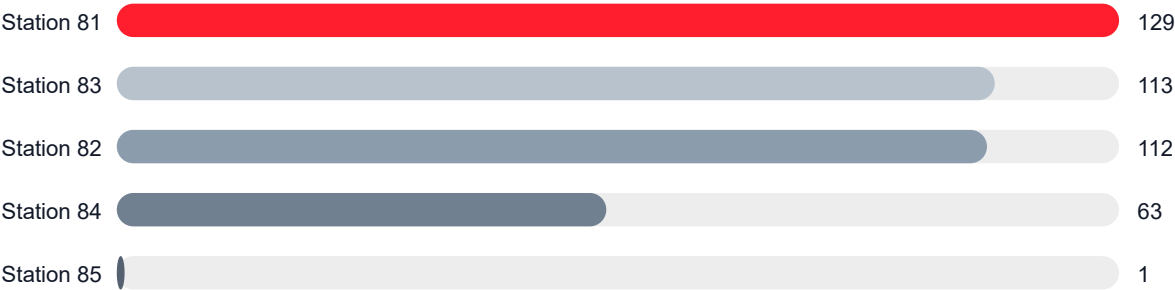
FASTEST TURNOUT

Medic 382

65 Seconds Goal Under 80 Seconds

Station Call Volume

Horizontal Ranking By Incident Count



Station 81 handled the highest station volume with 129 incidents. That is 16 more than the next highest station.

Fire Vs EMS

EMS = Medical + Public Service Citizen Assist. All Remaining Grouped Types Count As Fire.

EMS 74.9%

Fire 25.1%

349

117

EMS Runs

349

Fire Runs

117

EMS activity accounted for 74.9% of incident demand this month, indicating a call profile driven primarily by medical and citizen assist responses.

Top 3 Incident Subtypes

Highest-Volume Detailed Subtypes From The Current Monthly Export

TOP 1

Fall

49 Incidents

TOP 2

Sick Case

40 Incidents

TOP 3

Community Public Health

28 Incidents

Total Incidents Reflect Dispatch Count. Station And Apparatus Totals Can Run Lower When Assignment Data Is Missing In The Source.

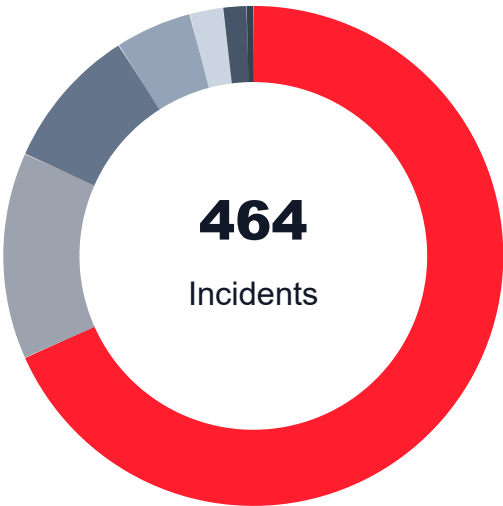
Incident Profile

Grouped categories and the top detailed incident subtypes.

Incident Groups

Executive Remap Of Source Categories

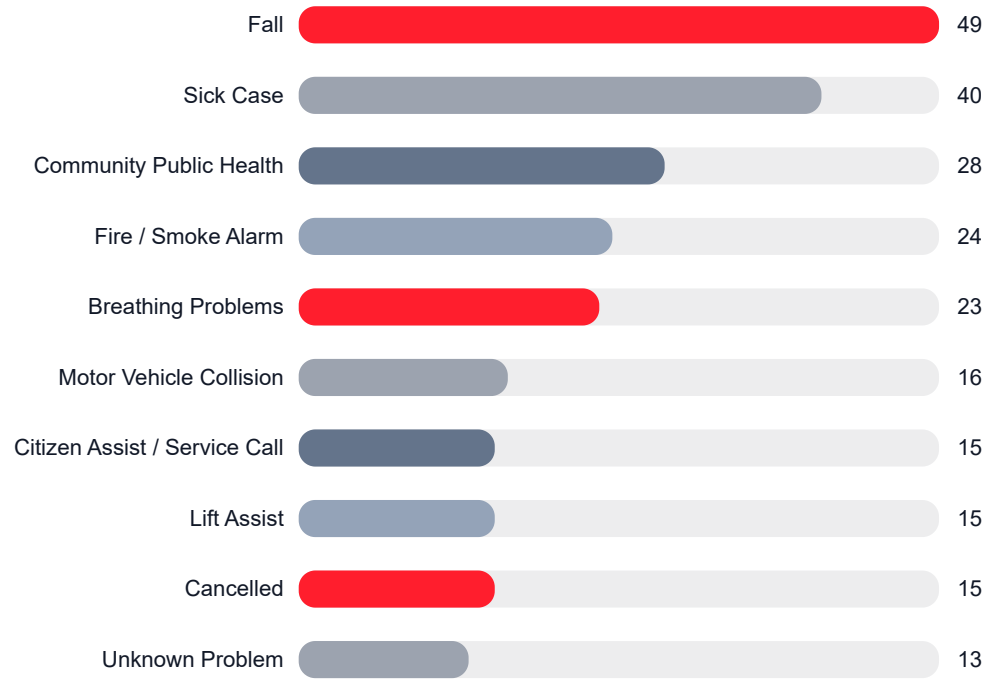
Medical	- 317	68.3%
Public Service	- 62	13.4%
No Emergency	- 43	9.3%
Hazards	- 23	5.0%
Fire	- 10	2.2%
Law Support	- 7	1.5%
Rescue	- 2	0.4%



Medical was the largest grouped category with 317 incidents, representing 68.0% of total dispatch volume.

Top Incident Subtypes

Highest-Volume Detailed Subtypes From The Current Monthly Export



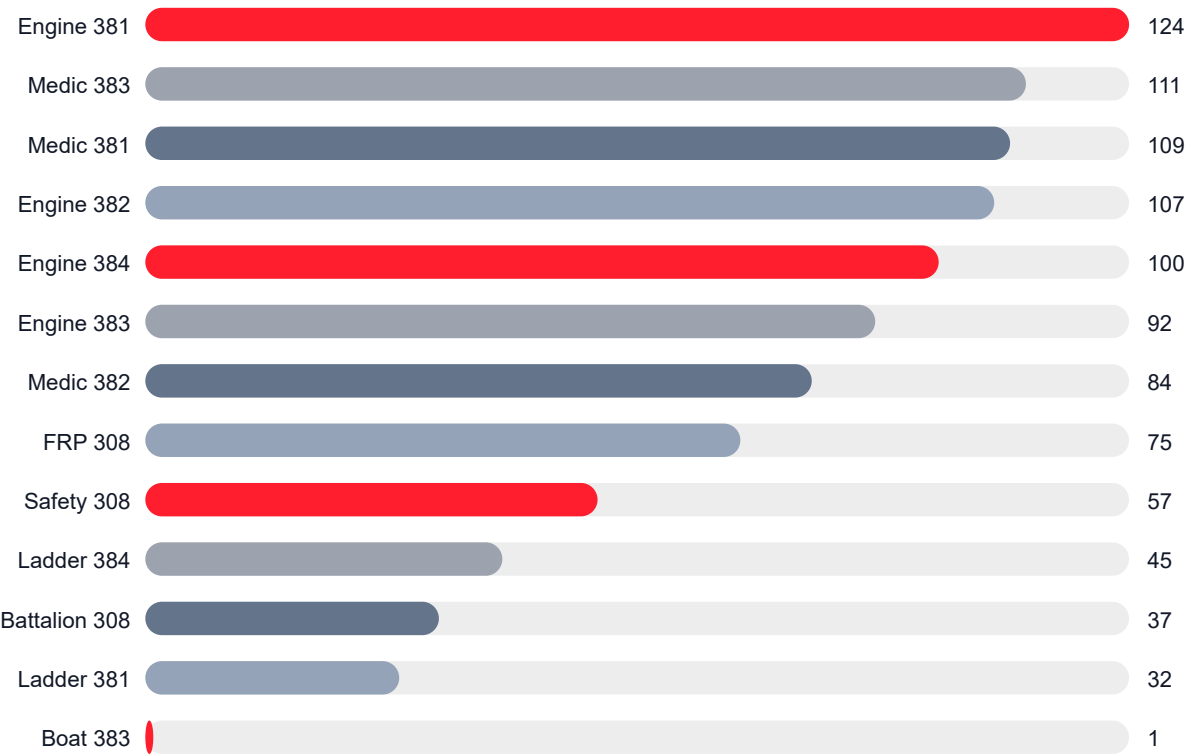
Fall was the single highest-volume detailed subtype at 49 incidents.

Apparatus Utilization

Filtered To Engines, Ladders, Medics, Battalion, Safety, Boat, TAC, And FRP.

Combined Apparatus Runs

Ranked By Incident Count From The Monthly Apparatus XML



Engine 381 was the busiest included apparatus at 124 incidents, leading the next highest unit by 13 calls.

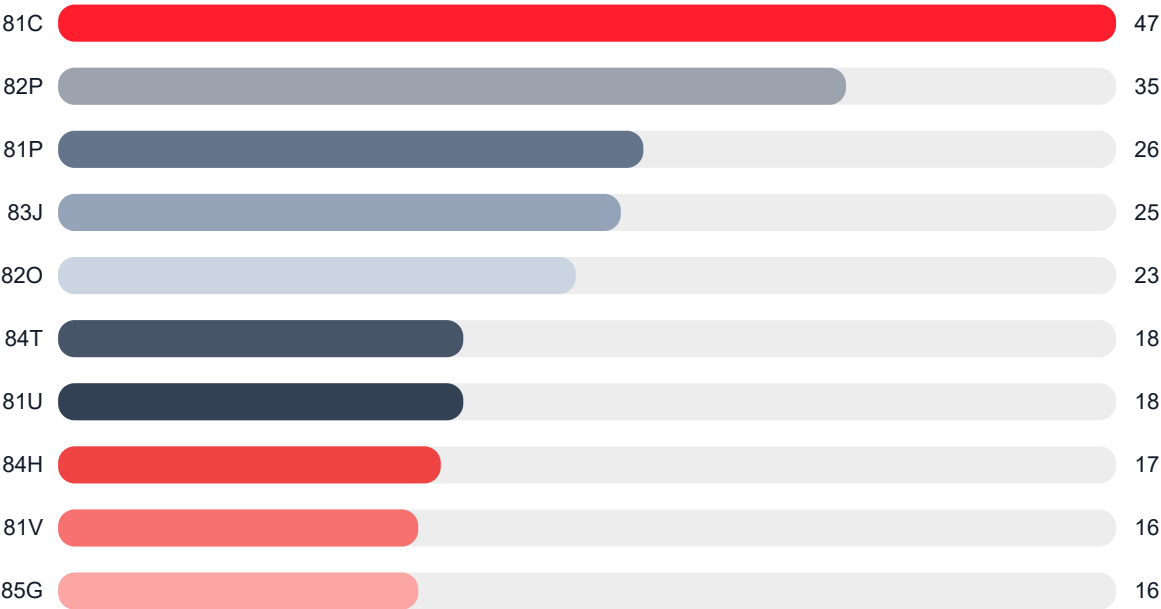
Fire Zone Distribution

Top 10 Fire Zones In Chart Form With The Complete Ranked List Below.

Top 10 Fire Zones

Top 10 Fire Zones Ranked By Incident Count

(NULL) / Unassigned Or Outside Area: 35 Incidents Excluded From Chart And Table



Show Full Fire Zone Table

81C was the highest-volume fire zone in the current monthly export with 47 incidents.

Mutual Aid

Given Vs Received Support Across Reported Aid Categories.

Mutual Aid By Direction

Aggregated From The Monthly Export



Mutual aid was provided 14 times and received 8 times, indicating net outbound support this month.

Mutual Aid Detail

Counts By Aid Type And Direction

AID TYPE	DIRECTION	COUNT
Mutual / automatic aid in support of primary entity	GIVEN	13
Mutual / automatic aid in support of primary entity	RECEIVED	4
Mutual / automatic aid in lieu of primary entity	RECEIVED	4
Mutual / automatic aid in lieu of primary entity	GIVEN	1

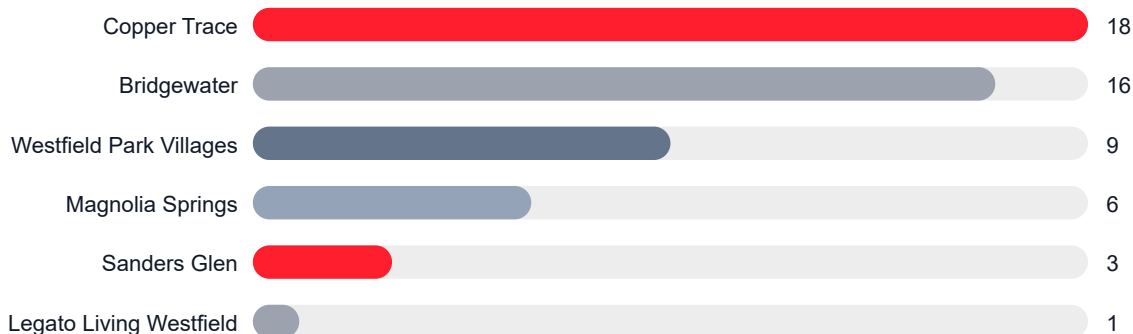
Care Facility Activity

Incident volume across selected Westfield care facilities compared to total department incidents.

Page 6

Care Facility Incident Volume

Included Facilities With One Or More Incidents In The Current Monthly Export



Copper Trace generated the highest care facility call volume with 18 incidents in the current monthly export.

Care Facilities Vs Department Total

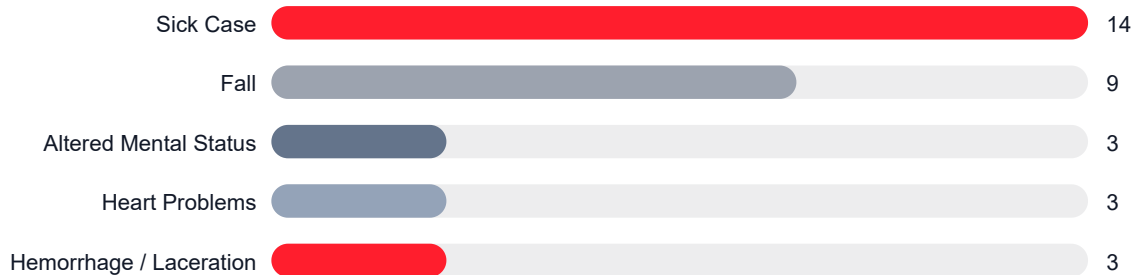
Selected Care Facility Incidents Compared To Total Department Incidents



Selected care facilities accounted for 53 incidents, equal to 11.4% of total department dispatch volume.

Top 5 Care Facility Primary Incident Types

Filtered To The Selected Care Facility Addresses



Sick Case was the highest-volume primary incident type across the selected care facility addresses at 14 incidents.

Care Facility Reference List

Complete Facility List For Reference, Including Locations With Zero Incidents In The Current Monthly Export

Show Care Facility Reference List

False Alarms

Board-Focused View Of Non-Medical Alarm Activity Across Commercial, Residential, And Multifamily Occupancies.

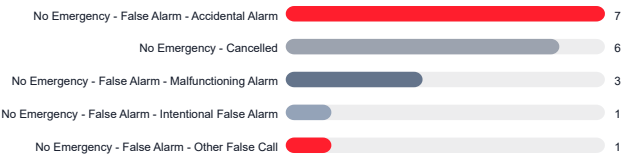
False Alarm Occupancy Detail

Unknown Occupancies Are Excluded From The Charts And Reported Below For Transparency

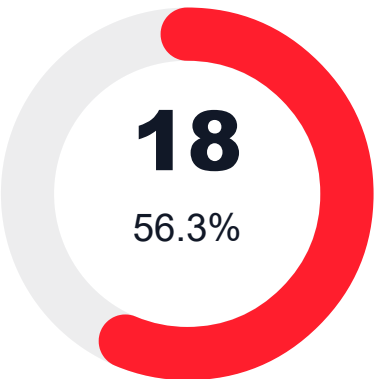
All included false alarm incidents were classified into commercial, residential, or multifamily.

False Alarm Share Remaining False Alarm Share

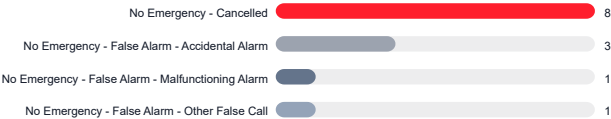
Commercial



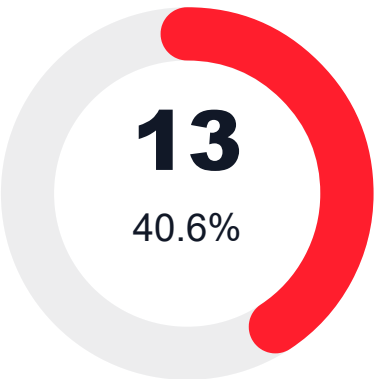
Commercial Share



Residential



Residential Share



Multifamily

No Emergency - Cancelled  1

Multifamily Share



Commercial occupancies recorded the highest false alarm volume with 18 incidents, while false alarms represented 6.9% of total department incidents.

Turnout Times

Department Average Turnout Performance With Apparatus Detail From The Monthly Turnout Export.

Department Average Turnout

Goal = 80 Seconds • Gauge Maximum = 120 Seconds



The department average turnout of 85 Seconds is 5 seconds above the 80-second goal.

Fastest Average Turnout

Eligible Units Require At Least 10 Runs



Apparatus Average Turnout Times

Included Apparatus Sorted From Fastest To Slowest Average Turnout

Show Apparatus Average Turnout Table



Board of Public Works & Safety February 2026

Table of Contents

Section 1- Field Activity Performance Measures

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UCR Offenses- Page 3

Arrests and Traffic- Page 4

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Section 2- Community Events- Page 7



WESTFIELD POLICE DEPARTMENT

February 2026

Events by Nature

Incident Type	Count
911 Hang Up	24
Abandoned Vehicle	16
Abandonment	0
Abuse / Neglect	4
Accident - Hit & Run PD	14
Accident - Hit & Run PI	0
Accident - Other	2
Accident - Property Damage	78
Accident - Personal Injury	13
Accident - Sinking Vehicle	0
Accident - Unknown	2
Accelerator Stuck	0
Active Assailant	0
Alarm - Other	0
Alarm - Vehicle	2
Alarm - Burglar	72
Alarm - Hold Up	14
Animal Bite / Attack	2
Animal Complaint	39
Assist Fire	53
Assist Other Department	25
Assist Public	41
Battery	5
Bike Patrol	0
Bomb Device Found	0
Bomb Threat	0
Burglary	0
Carjacking	0
Case Follow Up	145
Child Seat Inspection	17
Civil Dispute	23
Criminal Mischief	6
Damage to Property	0
Death Investigation	3
Directed Patrol	417
Disturbance	31
Domestic	0
Driving Complaint	346
Drug Complaint	7
Drug Lab	0
Escort	0
Fail to Return Comm Corrections	0
Fight	1
Firearms Shots Fired	2
Foot Patrols	438
Found / Lost Property	13
Found Person	0

WESTFIELD POLICE DEPARTMENT

February 2026

Events by Nature

Incident Type	Count
Fraud Prescription	1
Fraud / Deception	47
Harassment	16
Intoxicated Person	1
Investigation	25
Investigative Stop	4
Juvenile Complaint	5
K9 Detail	28
Kidnapping	0
Lock Out	34
Loud Party	4
Mental Emotional - Violent	9
Mental Emotial/Suicide Attempt	0
Mental Person	14
Miscellaneous	5
Missing Person	6
Missing Person - PLS	0
New Call	0
Nuisance	5
Ordinance Misc.	11
Parking Complaint	26
Physical Disturbance	13
Product Contamination	0
Reckless Activity	3
Road Rage	7
Robbery	0
Runaway	4
School Patrol	9
Security Check	311
Sex Offense	0
Shooting	1
Solicitor	2
Special Detail	0
Stabbing	0
Suicide	0
Suspicious Activity	104
Suspicious Package	0
Suspicious Person	0
Test	0
Theft	38
Theft - From a Vehicle	5
Theft - of a Vehicle	1
Theft Shoplifter	0
Threat to Life	8
Threatening Suicide	7
Tow Release	0

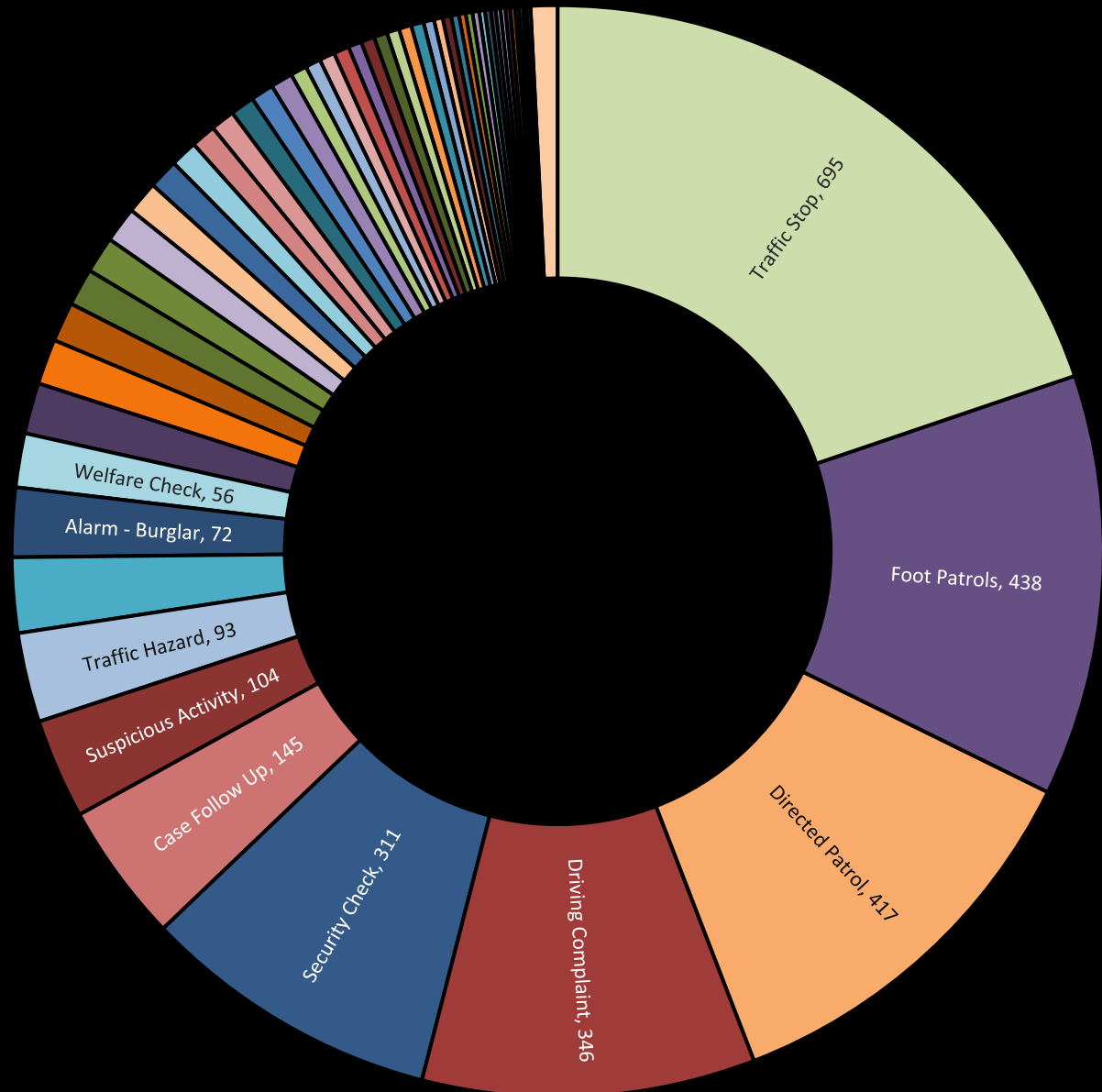
WESTFIELD POLICE DEPARTMENT

February 2026

Events by Nature

Incident Type	Count
Traffic Hazard	93
Transport	0
Trespassing	16
Traffic Stop	695
Unknown Call for Police	1
VIN Check	37
Wanted	1
Warrant Service	2
Weapons Complaint	1
Welfare Check	56
Total Activity	3511

Monthly Events by Incident Type February 2026

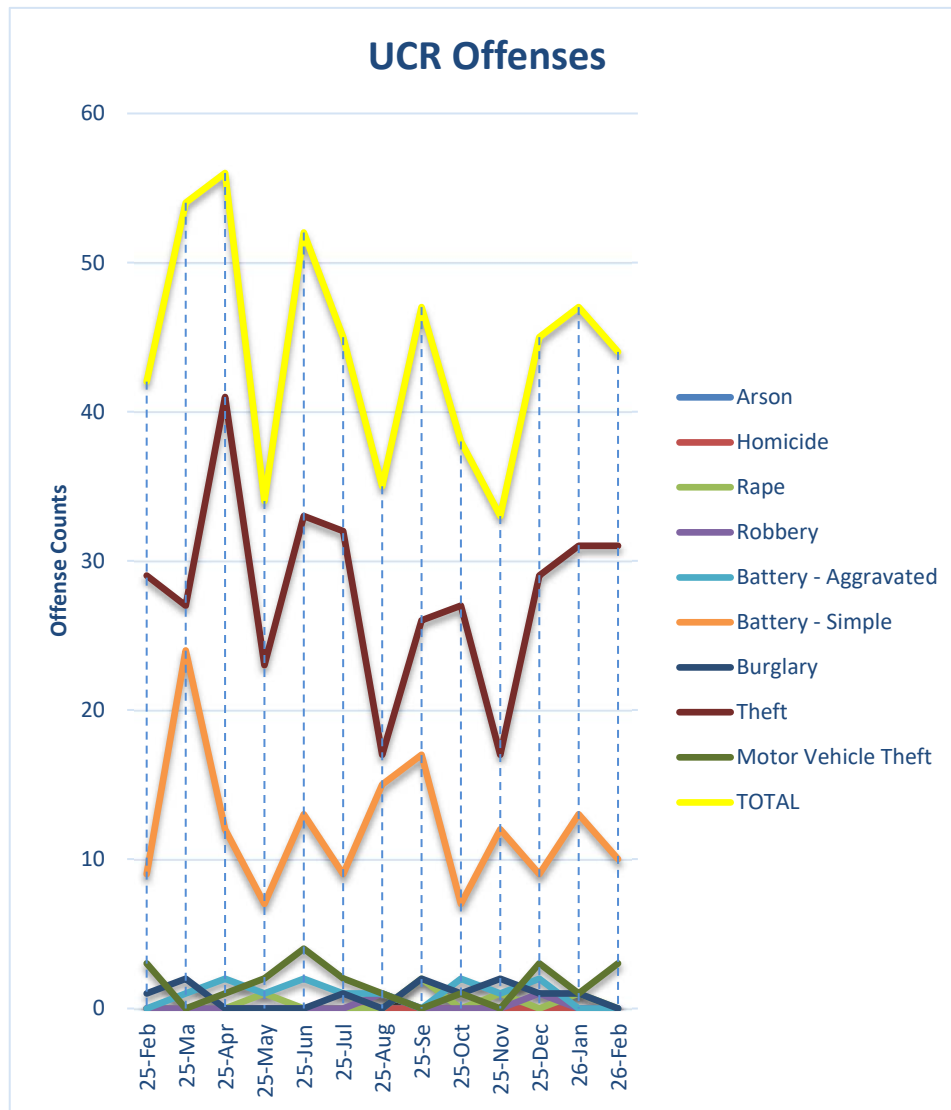


WESTFIELD POLICE DEPARTMENT

February 2026

UCR OFFENSES

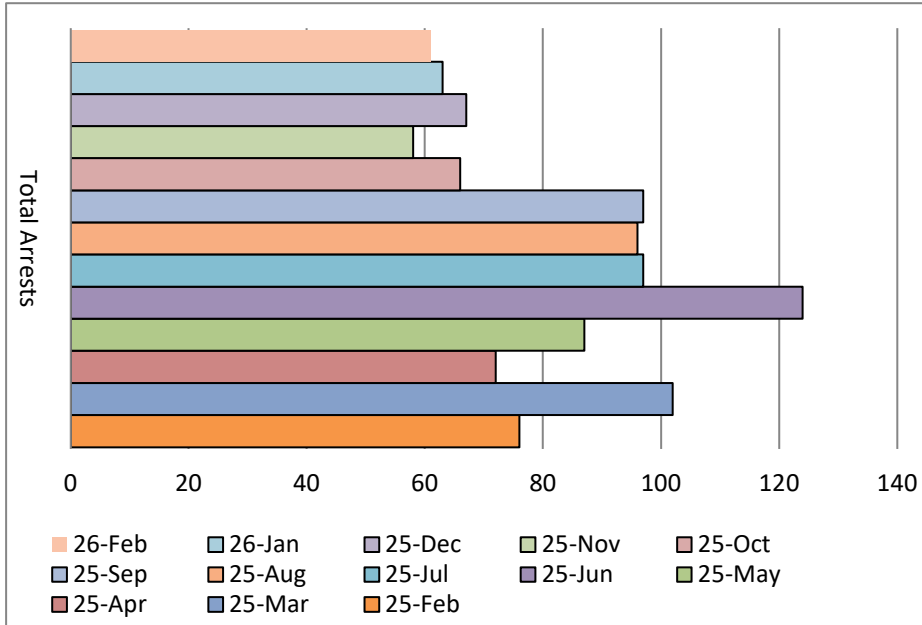
OFFENSE	25-Feb	25-Ma	25-Apr	25-Ma	25-Jun	25-Jul	25-Aug	25-Se	25-Oct	25-Nov	25-Dec	26-Jan	26-Feb
Arson	0	0	0	0	0	0	0	0	0	0	0	0	0
Homicide	0	0	0	0	0	0	0	0	0	0	0	0	0
Rape	0	0	0	1	0	0	0	2	0	1	0	1	0
Robbery	0	0	0	0	0	0	1	0	0	0	1	0	0
Battery - Aggravated	0	1	2	1	2	1	1	0	2	1	2	0	0
Battery - Simple	9	24	12	7	13	9	15	17	7	12	9	13	10
Burglary	1	2	0	0	0	1	0	2	1	2	1	1	0
Theft	29	27	41	23	33	32	17	26	27	17	29	31	31
Motor Vehicle Theft	3	0	1	2	4	2	1	0	1	0	3	1	3
TOTAL	42	54	56	34	52	45	35	47	38	33	45	47	44



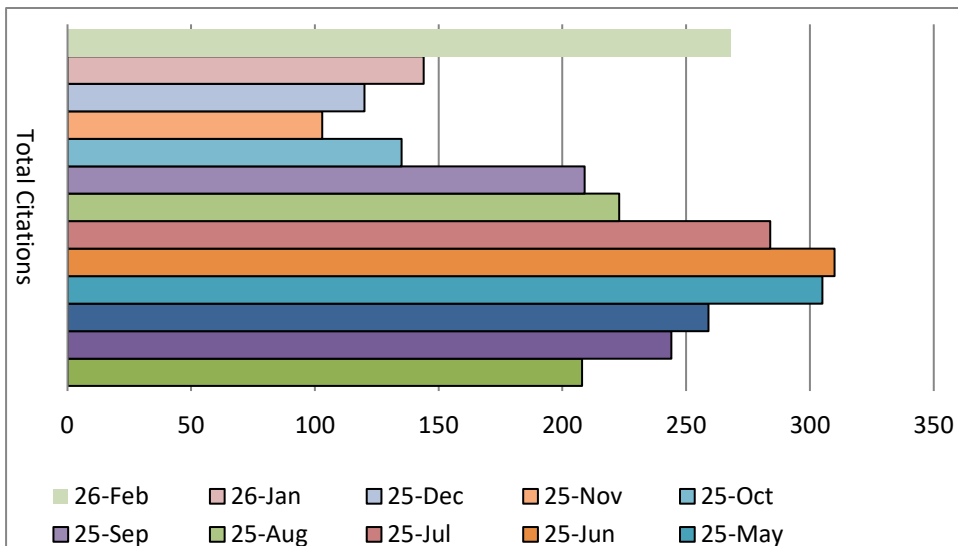
WESTFIELD POLICE DEPARTMENT

February 2026

Arrest Reports Taken	25-Feb	25-Mar	25-Apr	25-May	25-Jun	25-Jul	25-Aug	25-Sep	25-Oct	25-Nov	25-Dec	26-Jan	26-Feb
Alcohol/ Drug Related	17	17	19	22	19	9	28	27	13	11	13	18	9
Felony Charges	21	30	26	39	55	50	53	43	31	21	13	9	17
Misdemeanor Charges	89	96	74	104	130	107	111	116	76	62	65	73	66
Total Arrests	76	102	72	87	124	97	96	97	66	58	67	63	61



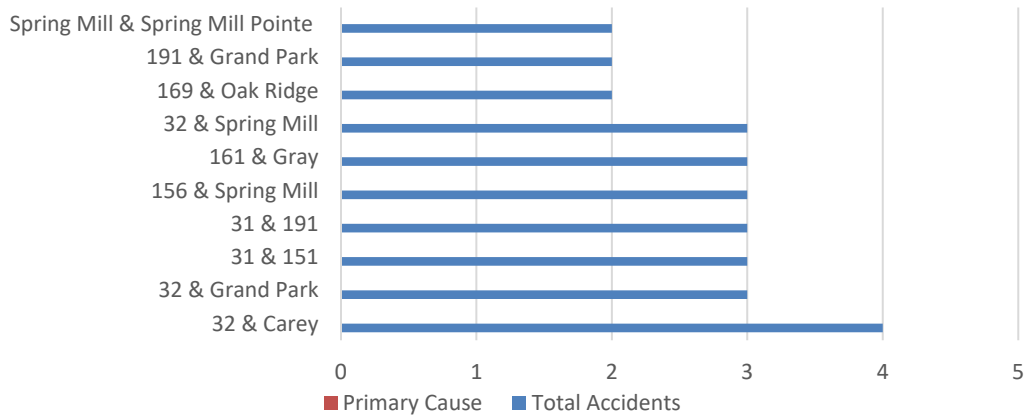
Traffic	25-Feb	25-Mar	25-Apr	25-May	25-Jun	25-Jul	25-Aug	25-Sep	25-Oct	25-Nov	25-Dec	26-Jan	26-Feb
Total Citations	208	244	259	305	310	284	223	209	135	103	120	144	268
Total Written Warning	617	636	667	602	648	532	532	466	350	353	208	386	509
Total Traffic Accidents	62	72	81	77	66	71	87	84	77	83	116	84	67
Property Damage	55	61	67	63	57	62	73	69	65	75	104	76	57
Personal Injury	7	11	13	14	9	9	14	14	11	8	12	8	10
Fatality	0	0	1	0	0	0	0	1	1	0	0	0	0
Hit and Run*	7	5	13	10	9	6	6	11	7	7	14	11	11
<i>*numbers included in property damage, personal injury, and fatality accidents</i>													



Top Accident Locations

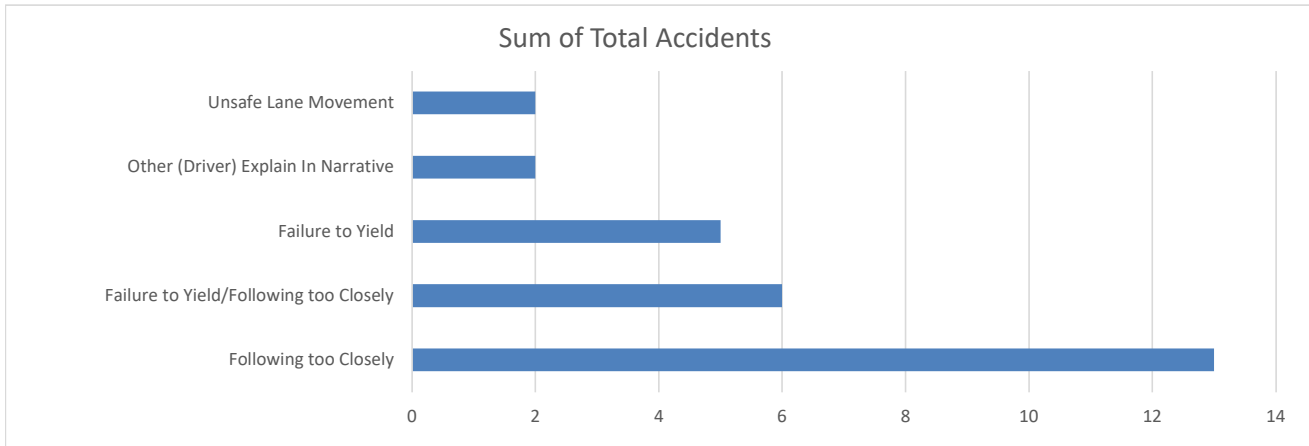
Accident Location	Total Accidents	Primary Cause
32 & Carey	4	Following too Closely
32 & Grand Park	3	Failure to Yield/Following too Closely
31 & 151	3	Following too Closely
31 & 191	3	Following too Closely
156 & Spring Mill	3	Failure to Yield
161 & Gray	3	Failure to Yield/Following too Closely
32 & Spring Mill	3	Following too Closely
169 & Oak Ridge	2	Failure to Yield
191 & Grand Park	2	Other (Driver) Explain In Narrative
Spring Mill & Spring Mill Pointe	2	Unsafe Lane Movement

Top Accident Locations



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

Primary Cause	Sum of Total Accidents
Following too Closely	13
Failure to Yield/Following too Closely	6
Failure to Yield	5
Other (Driver) Explain In Narrative	2
Unsafe Lane Movement	2



Community Events

2/15/26 National SRO Day

