



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

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**BOARD OR COMMISSION:** Board of Public Works Meeting  
**MEETING DATE:** Wednesday, April 22, 2026 at 1:00 PM  
**MEETING PLACE:** CSC-Bales Main Meeting Room

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

**OPENING OF REGULAR MEETING**

Note the presence of a quorum

**APPROVAL OF MINUTES**

**Action Item #1:**

- Approval of Minutes – March 25, 2026

**CONTRACTS/AGREEMENTS**

**Action Item #2:**

- Kroger, Gardis, & Regas, LLP & City of Westfield – City of Westfield Redistricting Project – Engagement Agreement

**Action Item #3:**

- RADcube & City of Westfield – Master Services Agreement

**Action Item #4:**

- MacQueen Equipment, LLC & City of Westfield – Purchase Agreement & Special Purchase Memo

**Action Item #5:**

- Rundell Ernstberger Associates & City of Westfield – Westfield Oktoberfest Feasibility Study - Professional Services Contract Addendum

**Action Item #6:**

- Christopher B. Burke Engineering & City of Westfield – Hillcrest Drive Drainage Improvements – Professional Services Proposal

**Action Item #7:**

- Signing Authority – 2026 Pavement Striping Project

**RESOLUTIONS**

**Action Item #8:**

- Resolution 26-123: A Resolution of the Board of Public Works & Safety Declaring Certain Personal Property to be Surplus & Authorizing Disposal or Transfer

**Action Item #9:**

- Resolution 26-124: A Resolution of the City of Westfield Board of Public Works & Safety Declaring Certain Personal Property to be Surplus & Authorizing Transfer Pursuant to Westfield Police Department General Order 26.1.2

**CONSENT AGENDA**

- City Services Building Badge & Identification Policy – Josh Harrell
- ElWestfield, LLC & City of Westfield – Road Impact Fee Installment Agreement
- Title Sheet – 191<sup>st</sup> Street Widening & Grand Park Boulevard RAB
- Title Sheet – Bridge – Monon Trail Over 191<sup>st</sup> Street
- April Bond Information

**DEPARTMENT REPORTS**

- Fire
- Police
- Public Works

**ADJOURNMENT**





## **OPENING OF REGULAR MEETING**

### **Note the presence of a quorum**

Nick Snoply, and Mayor Willis were in attendance to form a quorum. Deputy Clerk, Kim Strang and Chou-il-Lee, representing Legal Counsel, were in attendance.

## **APPROVAL OF MINUTES**

### **Action Item #1:**

- **Approval of Minutes – February 25, 2026**

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

### **Action Item #2:**

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

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

## **CONTRACTS/AGREEMENTS**

### **Action Item #3:**

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

Mark Griffith from the Veridus Group presented on behalf of the Police Headquarters project. Action items number 3 and 4 are both related to this project. Action item number 3 is the contract agreement for the water main extension and action item number 4 is the utility easement. These have been through legal and reviewed by the engineering department and are ready for board approval.

The motion to approve the water main agreement was made by:Mayor Willis  
Seconded by:Nick Snoply  
Vote: Yes-2; No-0. Motion carried.

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

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

The motion to approve the utility agreement was made by:Mayor Willis  
Seconded by:Nick Snoply  
Vote: Yes-2; No-0. Motion carried.

**Action Item #5:**

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

Chief Keen presented the agreement, which was the result of a collaborative effort between the city's police department and the FOP. City legal, outside counsel, and human resources each played an integral role in its development. The contract is aligned with the fire union's agreement and has been formally approved by both Chief Keen and Mayor Willis.

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

**Action Item #6:**

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

Michael Pearce presented. This is a right-of-way dedication near the intersection of Shamrock Blvd. and Creekwood Dr. This is a clean-up item of a right-of-way that currently exists and is being done now to be consistent with the future plans the schools will be bringing forth for approval.

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

**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**

Jim Roberts, Deputy Fire Chief, presented the agreement with St. Vincent Ascension Hospital for a medical direction contract. A doctor oversees the actions that our EMS does within the fire department and provides medical direction, supervision, and emergency medical services training for Department Associates.

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

**Action Item #8:**

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

Community Director, Kevin Todd presented the first amendment to the contract with Rundell Ernstberger and Associates, for their work on the Comprehensive Plan. The amendment covers additional meetings and time needed to make the necessary revisions that were not anticipated. The amendment is for \$160,400 and will be paid out of the Community Development's 2026 budgeted Planning and Consulting line.

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

**Action Item #9:**

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

Michael Pearce presented the development agreement with Pulte Homes in regard to Finley Creek Estates. Pulte has not been able to come to terms with the adjacent property owner next to the entrance of the subdivision, which requires a decel lane and a taper lane per the city's standards. The City has agreed to allow the developer to construct a shortened decel lane and taper lane providing the developer pays a fee to the City in lieu of the improvements it would otherwise require. The Developer agrees to pay Road Impact Fees to the city for an amount equal to the market price of the right-of-way required, and the construction cost difference between the full decel lane and the shortened lane, in the amount of \$38,696.90.

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

**Action Item #10:**

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

Michael Pearce presented, requesting Board approval on a formal agreement with INDOT that allows us to receive additional Community Crossing Grant money through the state that was not received on the first call. Due to legislation, additional funds are available. The city opened the resurfacing program last month and received favorable pricing and has worked with INDOT to get awarded additional CCMG money (\$911,189.50).

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

**Action Item #11:**

**• Signing Authority – Jersey Street Reconstruction Design**

Michael Pearce presented, asking for signing authority for a final design contract related to the Jersey St. reconstruction project that we currently have a preliminary design for. Construction is anticipated to start within the next year, so once an agreement and scope of work is agreed upon, they can execute the contract.

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

**Action Item #12:**

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

Michael Pearce presented a master services agreement with American Structure Point for traffic on-call services on a task order basis, to not exceed \$50,000. When the city needs help evaluating traffic related items, we would do a task order under this contract. Mayor Willis noted that he had requested this as the city starts to develop outside the current comprehensive plan.

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

## **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**

Deputy Chief Roberts stated the fire department has some fitness equipment that is no longer needed or useful within the firehouses, and would like to get rid of it to make room for new equipment. There will be a closed bid process to repurpose the equipment. The mayor requested that bidding be made available to the entire city staff.

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

### **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**

Chou-il-Lee, representing legal, stated that there are different tranches of the opioid settlement. The main case was the one in which the state of Indiana took part, and the city received restricted/unrestricted opioid relief. Municipalities and government entities have signed up to sue on their own because they wanted to expand the coverage and qualify for these additional tranches of settlements. This is the 4th or 5th settlement that has come in and at this point it is roughly \$97M. The question is how many municipalities and government entities opt in and that will determine how much the city will receive. This requires both the Board of Public Works and the City Council to opt in on this and get in line for the City to get its share of the opioid settlement that has been reached.

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

### **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)**

Executive Chief of Economic and Community Development, Jenell Fairman presented. This is a tri-party agreement between the city and Community Health which this board and the Redevelopment Commission will be asked to approve. This would authorize the city to collect payments that would be within the allocation area where the new Community Health hospital is being built. It is a nonprofit hospital tower, and they are agreeing to make payments in lieu of taxes on the nonprofit portion of their building. This is a ramp-up structure, building up over time to paying higher levels of taxes as the agreement continues.

It takes 25 years for this to come to its final opportunity for negotiation, and could be renewed at the end of the 25-year period.

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

## **CONSENT AGENDA**

- **March Bond Information**

The motion to approve the consent agenda was made by: Mayor Willis  
Seconded by: Nick Snoply  
Vote: Yes-2; No-0. Motion carried.

## **DEPARTMENT REPORTS**

- **Fire**

Deputy Fire Chief Roberts gave the department update.

- **Police**

Chief Keen gave the police department update.

- **Public Works**

Director of Engineering, Michael Pearce gave the Public Works update.

## **ADJOURNMENT**

Mayor Willis made the motion to adjourn, seconded by Nick Snoply  
Meeting adjourned at 1:30PM

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

\_\_\_\_\_  
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>.



**KROGER GARDIS & REGAS, LLP**  
**— A T T O R N E Y S —**

March 23, 2026

***Confidential and Subject to Attorney-Client  
and Work Product Privileges***

*Via E-mail [dcareytolan@westfield.in.gov](mailto:dcareytolan@westfield.in.gov)*

The Honorable Scott Willis, Mayor  
City of Westfield, Indiana  
2728 E. 171<sup>st</sup> Street  
Westfield, IN 46074

***RE: City of Westfield, Indiana Redistricting Project***

Dear Mayor Willis:

It is a pleasure to submit to you a proposal for the upcoming redistricting project for the City of Westfield, Indiana. As we discussed late last year, there is much work to be accomplished as the U.S. Census Bureau's special census is completed and the City of Westfield (the "City") anticipates transitioning to a Second Class City based on the special census results. Based on our discussions, we are submitting this proposal for consideration by the Board of Public Works and Safety to be engaged as special counsel to the Westfield Common Council in this project. This letter sets forth the details of our proposed engagement and the scope of work to be accomplished by Kroger Gardis & Regas, LLP if we are approved to move forward on this project.

**Scope of Work and Fees**

The attached Scope of Work outlines the anticipated services to be performed. We are being retained on behalf of the Westfield Common Council (the "Council") to assist in the redistricting process for the Council. Based on the anticipated transition to a Second Class City, the Council will consist of six (6) districted and three (3) at-large members. Our engagement will be on behalf of the Council, and we will only report directly to the President of the Council or to any other individuals designated by the President. We will work closely with the President and the individuals he directs to provide the services indicated below in a timely and professional fashion.

We will perform the services set forth in the attached Scope of Work on an hourly basis at the rates attached to the Scope of Work. We have agreed to limit our fees to no more than \$75,000.00 unless unusual circumstances arise. This cap excludes the costs of notices, large format color copies of the final or draft plans prepared by outside sources on your behalf and the other reimbursable expenses outlined below. Fees and costs will be billed to the City as the project nears completion. We will engage on behalf of the Council a mapping consultant as a consultant to our firm as maps are prepared. The consultant's fee will be billed to the City as a reimbursement of expenses to our firm with a cap of

KROGER GARDIS & REGAS, LLP  
111 MONUMENT CIRCLE, SUITE 900 INDIANAPOLIS, INDIANA 46204-5125  
PHONE (317) 692-9000 FAX (317) 264-6832 KGRLAW.COM

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\$12,500 unless unusual circumstances arise. As the consultant will be engaged directly by our firm, the consultant's work product and opinions will be subject to the attorney-client privilege. The consultant to be engaged will be subject to your approval.

We are mindful of the costs of legal services to our municipal clients and will strive to be as economical as possible with the hope of remaining below the above referenced fee cap. **Please note that, unless directed otherwise, the details of the work actually performed by our lawyers will not appear on the statement forwarded to you to retain the attorney-client privilege over this information. A detailed listing of our services is always available for your personal inspection and for your auditors' review at any time in the offices of Kroger Gardis & Regas, LLP.**

#### **Reimbursable Expenses**

Copying expenses, computerized legal research (special services only), publication fees, color printing charges and United States mail and overnight express are charged to our clients at our cost. We do not charge travel mileage for engagements in Central Indiana. In the event there are unforeseen events such as specific legal challenges, analysis of more than three (3) publicly submitted plans, significant public records access issues or any other items outside of the attached Scope of Work, we will bill for these services on a separate hourly basis at the attached rates. These fees will be outside of the above stated cap and will only be incurred with the Council President's prior approval.

#### **Direction and Confidentiality**

Our firm's work for the Council will be undertaken pursuant to the direction and authorization of the Council President or the President's designee. Kroger Gardis & Regas, LLP will not undertake any project or work under this Agreement without the President's authorization. In providing services to the Council, all communications that our firm may have with any City elected official or any other individual directed by the Council President will be protected by the attorney-client privilege. Only the Council President and no other elected official or any other party may waive the attorney-client privilege. If an elected official or any other individual with whom our firm has been directed to consult requests that a specific communication be kept confidential, then our firm will not, unless compelled to do so by law or court order, disclose such communication to any person or entity, including any other City elected official, unless the individual requesting the confidentiality consents to the disclosure.

#### **Computer Mapping Consultant**

This letter will also confirm that you are directing Kroger Gardis & Regas, LLP to retain a mapping consultant which is subject to your approval, to provide computer mapping consultation and data management systems to our firm under the attorney-client privilege. The costs of the computer mapping consultant are not included in the above stated fee cap but will be billed as a reimbursable expense to the City by our firm. The estimated maximum costs of the computer mapping consultant

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is \$12,500.00 unless unanticipated circumstances occur.

### **Likelihood of Legal Challenges**

Kroger Gardis & Regas, LLP will use its best efforts in representing the Council as special counsel for the purposes set forth above. However, the City should recognize that redistricting efforts may result in litigation and that, while our firm has been specially retained in anticipation of litigation and in order to reduce the risks of such litigation, we cannot extend any assurances regarding the outcome of this matter, including the likelihood of a legal challenge to the Council's redistricting plan or the likelihood of the success or failure of a legal challenge to any districting plan or procedure adopted by the Council. Given the increasing litigious nature of today's political environment, our work on behalf of the Council will be focused on successfully establishing districts which will withstand any legal challenges which may occur.

### **Termination of Agreement**

You will have the right to terminate our representation at any time, subject to the payment of fees and expenses incurred before termination. Any amounts deposited in our escrow account which are in excess of fees incurred will be returned to the City for appropriate distribution after the completion of our engagement. We will also have the right to resign from representation at any time, subject to an obligation to give you reasonable notice to arrange alternative representation if the same is necessary, and in accordance with the Rules of Professional Conduct.

This Agreement contains the entire agreement between Kroger Gardis & Regas, LLP and the Council regarding this matter and the fees, charges and expenses to be paid relative thereto. This Agreement shall not be modified except by written agreement signed by a partner of Kroger Gardis & Regas, LLP and the City's Board of Works.

Kroger Gardis & Regas, LLP agrees that it, and its subcontractors, will not discriminate against any employee or applicant for employment to be employed in the performance of 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.

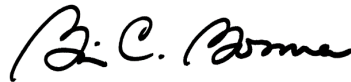
Kroger Gardis & Regas, LLP further acknowledges that under Ind. Code §22-5-1.7-11, it is required to enroll in and verify the work eligibility status of all newly hired employees through the E-Verify program. Kroger Gardis & Regas, LLP is not required to verify the work eligibility status of all newly hired employees through the E-Verify program if the E-Verify program no longer exists. Kroger Gardis & Regas, LLP hereby affirms that it does not knowingly employ an unauthorized alien. Kroger Gardis & Regas, LLP further affirms that it will enroll in and agrees to verify the work eligibility status of all newly hired employees through the E-Verify program

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We will promptly respond to any questions that you may have regarding any fee statement or disbursement at any time. It is a sincere pleasure to have the opportunity to work with you on this important project. Please execute this engagement letter and return it in the enclosed self-addressed, stamped envelope along with a check for the fee and expense you select. Please contact me if you have any questions.

Personal regards,

KROGER, GARDIS & REGAS, LLP



Brian C. Bosma

BCB:akk  
enclosure

**APPROVED by the Westfield  
Board of Public Works and Safety:**

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

**WESTFIELD REDISTRICTING PROJECT**  
**PROPOSED SCOPE OF WORK**

**I. Timing and Procedural Issues.**

1. Development of detailed timeline and schedule of all items to be accomplished.
2. Monitor timely adoption of plan and submittal to appropriate authorities by the Common Council (the "Council") of the City of Westfield, Indiana (the "City").

**II. Development of Public Access Plan.**

1. Application of Indiana Open Door Law to all proceedings and discussions.
2. Application of Indiana Access to Public Records law and exceptions thereto to districting proceedings and materials.
3. Address legal and practical requirements for public access to map creation process.
4. Develop written report outlining legal issues for presentation to appropriate participants.
5. Develop Public Access Plan including Public Access Package and plan for public notification to be adopted by the Council.
6. Coordinate response to individual public records requests and other public access issues directed to the City or the Council.

**III. Development of Districting Guidelines.**

1. Develop comprehensive outline of state and federal law and legal procedures for plan enactment.
2. Application of Federal Voting Rights Act districting decisions to City districting efforts.
3. Research and outline legal standards for districts for the Council.
4. Provide legal requirements for consideration of alternative plans submitted by interested parties.
5. Development of "Districting Guidelines" to be adopted in Resolution form by the Council.
6. Development of training material on applicable legal requirements for presentation to City Redistricting Coordinator and consultants (collectively or individually).
7. Review of updated case law regarding districting issues to assure up-to-date

standards are used in the final plans.

8. Confidential engagement of and continual consultation as required with computer mapping expert engaged by the Firm.

**IV. Adoption of Districting Plans.**

1. Assist in development of initial plan for Council consideration.
2. Individual meetings with each Council member and Districting Coordinator (if required) to discuss draft plan and possible alternatives.
3. Receive and review alternative proposals and public comments and recommend actions thereon.
4. Assist City in complying with Public Access Plan.
5. Attendance at key meetings and public hearings identified in timelines.
6. Drafting of final ordinance establishing districts.
7. Submittal of final ordinance and plan to appropriate election authorities.

**V. Excluded Items.**

Items not covered by this Scope of Work include the following:

1. Response to extensive public records requests or other public access or open door challenges.
2. Litigation of any sort.
3. Review and analysis of more than three (3) publicly submitted plans.
4. Issues which may be distinct and unique to the City and not addressed above.
5. The costs of notice publications, outsourced color copies of the Plans and other Reimbursable Expenses.
6. The above items will be billed separately if such services are directed. Costs related to publication of notices, mapping consultant fees, copies and other Reimbursable Expenses will be billed for reimbursement or forwarded to the City for direct payment.

**KROGER, GARDIS & REGAS, LLP**

**STATEMENT OF RATES AND CHARGES - 2025**

**Hourly Rates - Governmental Law**

<u>Attorney</u>	<u>Hourly Rate</u>
Brian C. Bosma, Chairman	\$585
Kevin Koons	\$535
Ted Nolting	\$500
Zach Niceley	\$355
Paralegal and Law Clerk	\$165

The hourly rates shown above are for preferred governmental clients which have established an ongoing relationship with our firm and represent a 20% reduction from our customary corporate fees. Intra-office discussions between attorneys will only be billed by one attorney, at the highest hourly attorney's rate.

**EXPENSE REIMBURSEMENT**

<u>Item</u>	<u>Charge</u>
Business Mileage	Current IRS Rate
Photocopies	\$0.20/page (color) and (Bulk copies are contracted out at cost) \$.05/page (black and white)
Computerized Legal Research	At cost (for special services)
Filing Fees	At cost
U.S. Mail and Overnight Express	At cost

Kroger, Gardis & Regas, LLP does not charge for routine administrative work, office supplies, word processing services, computer, accounting, overtime building services, facsimile transmissions (except where long distance), librarian or clerical time.

Detailed monthly billing statements showing the precise services rendered by individual attorneys, the date such services were rendered and the amount of time spent are provided to our clients at no additional charge.



## MASTER SERVICES AGREEMENT

The purpose of this Master Services Agreement (the “Agreement”) is to set forth certain understandings between **City of Westfield** (“Client”) having its principal place of business at 2728 East 171<sup>st</sup> Street, Westfield IN 46074 and **RADcube LLC** (“Vendor”) having its principal place of business at 1119 Keystone Way, Suite 302 Carmel IN 46032, regarding Vendor providing services to Client as described in this Agreement, and shall be effective March 16<sup>th</sup>, 2026 (the “Effective Date”).

Vendor and the Client (individually, each a “party” and collectively, the “parties”) covenant and agree as follows:

**SERVICES.** Vendor agrees that it shall provide its expertise to the Client and deliver services in exchange for compensation as set forth in any statement of work (“SOW”).

The Parties shall enter into a Statement of Work (“SOW”) to determine to scope of Services for Vendor to develop or produce a Deliverable based upon information, including Confidential Information, its own expertise, and/or the contributions of Client’s expertise. Each SOW shall reference this Agreement and shall include, to the extent applicable, a description of the Services to be provided, a description of the anticipated timeline and/or schedule for completion, payment terms (if different than those set forth herein), a description of the Deliverable(s), and any special terms and conditions that will apply to a particular SOW. The initial SOW under this Agreement is attached hereto as Exhibit A.

After both Parties have signed a SOW, that SOW will be incorporated into and made a part of this Agreement. All of the terms and conditions of this Agreement will apply to that SOW, except that any terms and conditions expressly set forth in that SOW that conflict with the terms and conditions of this Agreement will govern over the terms and conditions of this Agreement. Any such conflicting terms and conditions will apply only to that particular SOW and will have no application to any other SOW.

Vendor represents and warrants that the performance of its obligations under this Agreement will not intentionally violate any policies or procedures of any other person or entity for which the Vendor performs Services concurrently with those performed herein. In performing the Services, Vendor shall comply, to the best of its knowledge, with all business conduct, regulatory and health and safety guidelines established by the Client for any governmental authority with respect to the Client’s business.

Vendor will provide and/or perform all Services in accordance with the applicable SOW. Vendor will be responsible for the means, methods, techniques and procedures for providing and/or performing the Services and for the coordination and results of Services. Client may, however, require Vendor’s personnel at all times to observe Client’s reasonable, written, security, privacy, and workplace safety policies, provided such policies are supplied to Vendor in advance and do not materially conflict with the scope or governance structure set forth in the applicable Statement of Work. Except as otherwise provided in a SOW, Vendor will purchase or provide all labor, materials, equipment, tools, machinery and other services necessary for the providing and/or performance of its Services.

**TERM.** This Agreement shall begin on the Effective Date and continue for a period of twelve (12) months and, unless notice of termination is delivered with at least ninety (90) days prior written notice to the other party, shall be extended for additional twelve (12) month periods. Either party may terminate this Agreement for any reason

upon ninety (90) days prior written notice to the other party. Vendor shall be compensated for conforming services rendered prior to the effective date of termination or the date on which this Agreement expires in accordance with its terms.

## **PAYMENT TERMS**

(a) Subject to the provisions hereof, the Client shall pay Vendor a service fee in accordance with the Statement of Work. The Vendor shall submit milestone-based invoices, on the Client's standard reporting form, including a description of Services performed and a summary of activities.

(b) Unless otherwise set forth in an applicable SOW, Invoice payment terms for all services made under this Agreement shall be net forty-five (45) calendar days after receipt of invoice. Any undisputed amounts not paid within forty-five (45) days of the invoice due date shall accrue interest at the rate of one percent (1%) per month or the maximum rate permitted by law, whichever is lower.

(c) Client shall provide any required reporting templates or invoicing formats in advance of the applicable billing period.

(d) Vendor shall be entitled to prompt reimbursement for all pre-approved expenses incurred in the performance of Services, upon submission and approval of written statements and receipts in accordance with the then regular procedures of the Client.

(e) Any travel and expenses incurred by Vendor will be covered by Vendor.

**INTELLECTUAL PROPERTY RIGHTS IN WORK PRODUCT.** The parties acknowledge and agree that the Vendor shall retain all intellectual property rights in any work product, developments, modifications, enhancements, or deliverables resulting from the Services performed hereunder, including, but not limited to, all copyright, trademark, patent, and trade secret rights. This includes, without limitation, any improvements, derivative works, or innovations developed in connection with or arising out of the Vendor's proprietary product(s). Client agrees not to claim any ownership interest in such work product or intellectual property at any time, whether prior to, during, or after the completion and delivery of such work product to the Client. To the extent any deliverables are provided to the Client, the Vendor hereby grants the Client a limited, non-exclusive, non-transferable license to use such deliverables solely for the Client's internal business purposes, subject to the terms and conditions of the applicable agreement between the parties.

**CONFIDENTIAL INFORMATION.** Each Party acknowledges that during the course of this relationship, or prior to execution of this Agreement, it may be given access to or become acquainted with Confidential Information of the other Party.

Each Party agrees to:

- Safeguard the other Party's Confidential Information with the same care used to protect its own proprietary information of a similar nature;
- Not disclose, reproduce, distribute, or otherwise reveal Confidential Information to any third party except as required under this Agreement or with the prior written consent of the disclosing Party; and
- Use Confidential Information only as necessary to perform its obligations under this Agreement.

The Parties' duty to hold Confidential Information in confidence shall survive for five (5) years after any termination or expiration of this Agreement.

**Definition:** “Confidential Information” means, whether or not marked as such:

- All information necessary for the performance of the Services, in any form (electronic, written, graphic, photographic, recorded, or otherwise); and
- Any confidential or proprietary information or trade secrets of a Party, including source code, software programs and applications, new materials research, logos, designs, algorithms, formulae, works of authorship, techniques, documentation, models and systems, sales and pricing plans, proposals, price lists, pricing algorithms, and vendor, customer, and supplier lists.

**Exclusions:** Confidential Information shall not include information that:

- Was already known to the receiving Party when received (unless received in violation of other confidentiality obligations);
- Becomes publicly known through no wrongful act of the receiving Party;
- Is received from a third party without restriction and without breach of this Agreement;
- Is approved for release or use by written authorization of the disclosing Party; or
- Is required to be disclosed by applicable law, including but not limited to the terms of Indiana’s Access to Public Records Act.

**Security Breach Notification:** In the event of any security breach involving Confidential Information, the affected Party shall notify the other Party by telephone and email no later than twenty-four (24) hours after becoming aware of such breach. The Parties will coordinate to investigate any such breach and shall not inform any third party without the other Party’s prior written consent, except as required to comply with applicable law or contractual obligations.

**NONDISCRIMINATION:** Vendor agrees that it, and its subcontractors, 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.

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

## **REPRESENTATIONS AND WARRANTIES**

Each party hereby represents and warrants to the other party that:

(1) all requisite corporate action has been taken for the due authorization, execution, delivery, and performance of this Agreement by it, and this Agreement constitutes a legally binding obligation, enforceable against such Party, in accordance with its terms, except insofar as enforceability may be limited by bankruptcy, insolvency, reorganization, or similar laws affecting the rights of creditors generally; and

(2) it is not a party to any litigation relating to, or that could reasonably be expected to affect, its ability to perform its obligations under this Agreement.

Vendor further represents and warrants that:

(1) it shall provide and/or perform the Services using personnel of required skill, experience and qualifications and in a professional and workmanlike manner in accordance with best industry standards for similar services and shall devote adequate resources to meet its obligations under this Agreement;

(2) it shall comply with all applicable federal and state laws and regulations in the jurisdictions in which the Services are performed and the deliverables are deployed;

(3) that the Deliverables provided by Vendor and not modified by Client do not infringe any third-party intellectual property rights. Vendor shall not be responsible for claims arising from Client modifications, third-party integrations, or use outside the scope of this Agreement. None of the Services or Deliverables and Client's use thereof (i) infringe or will infringe any intellectual property rights of any third party, and (ii) as of the date hereof, there are no pending, or to Vendor's knowledge, threatened claims, litigation, or other proceedings against Vendor by any third party based on an alleged violation of such intellectual property rights, in each case, excluding any infringement or claim, litigation or other proceedings to the extent arising out of (x) any Client intellectual property rights, (y) use of the deliverables in combination with any materials or equipment not supplied or specified by Vendor, if the infringement would have been avoided by the use of the deliverables not so combined, and (z) any modifications or changes made to the deliverables by or on behalf of any person other than Vendor;

(4) all products and Deliverables provided by Vendor to Client relating to the Services will comply in all material respects with all documentation and specifications, as applicable.

(5) all Services and Deliverables provided to or performed for Client are and will be free from virus, worm, malware, adware, Trojan horse, time bomb, web bug, spyware, or any other computer code, file, or program that may or is intended to damage or hijack the operation of any Service or Deliverable.

**NON-SOLICITATION.** During the term of this Agreement and for a period of one (1) year following its termination or expiration, Client agrees not to hire, solicit, or accept solicitation for the services of any Vendor employee, agent, or independent contractor with whom Client had direct contact in the course of the Services. Nothing contained herein shall preclude the hiring of any such Vendor employee, agent, or independent contractor who: (i) the Client was in discussions with regarding possible employment prior to the signing of this Agreement; (ii) responds to a general solicitation of employment through an advertisement not targeted specifically at Vendor or its employees; or (iii) is referred to the Client by search firms, employment agencies, or other similar entities, provided that such entities have not been specifically instructed by the Client to solicit Vendor or its employees.

## **DATA SECURITY**

Vendor shall maintain commercially reasonable administrative, physical, and technical safeguards consistent with industry best practices throughout the term of this Agreement and for so long as it has access to or control of any Confidential Information. Such safeguards shall be at least as protective as those used to secure Vendor's own confidential information of a similar nature and shall comply with all applicable data protection laws.

Any audit or security review requested by Client shall be conducted upon reasonable advance written notice, during normal business hours, and at Client's expense. Vendor shall be afforded a reasonable opportunity to remediate any identified deficiencies prior to any suspension or termination action.

Vendor will promptly notify Client in writing and by email upon discovery that any Confidential Information was, or is reasonably believed to have been, lost, accessed, disclosed, used, altered, destroyed, or otherwise processed other than in accordance with this Agreement. Upon such an occurrence, Vendor will cooperate with Client to investigate the incident, prevent recurrence, and mitigate any reasonably foreseeable harm.

**INDEMNIFICATION.** a. Vendor will defend, indemnify and hold harmless Client, its subsidiaries, parent corporations, Affiliates, and its and their officers, directors, independent contractors, partners, shareholders, employees, agents, and their respective successors and assigns (collectively, the “Client Indemnitees”) from third-party claims arising directly from (i) Vendor’s gross negligence or willful misconduct, or (ii) a final judicial determination that the Deliverables infringe a third-party intellectual property right, provided such Deliverables have not been modified by Client or used outside the scope of this Agreement. Vendor shall not be responsible for claims arising from Client-provided materials, Client misuse, or third-party integrations not controlled by Vendor. Except for liability arising from gross negligence or willful misconduct, each party’s aggregate liability under this Agreement shall not exceed the total fees paid under the applicable Statement of Work. This limitation shall apply to indemnification and confidentiality obligations. Notwithstanding any carve-outs, neither party shall be liable for consequential, incidental, special, punitive, or indirect damages under any provision of this Agreement, including indemnification and confidentiality obligations.

**EXCLUSIONS.** Vendor has no obligation to indemnify Client under this Agreement with respect to any Action or Loss to the extent arising out of or relating to a Client Indemnified Party’s: (a) negligence, recklessness, willful misconduct or fraud, (b) breach of its obligations under this Agreement, or (c) alleged infringement that results from use or access of the Consulting Services by Client (i) in violation of this Agreement or, (ii) in combination with any data, software, or equipment provided by Client or any third party that is not approved by Vendor.

**DISPUTE RESOLUTION.** Should any dispute arise with respect to this Agreement, Client and Vendor agree to act immediately to negotiate a potential resolution of such dispute via informal mediation. Should, after a period of thirty (30) days, the parties be unable to resolve any dispute pertaining to this Agreement via informal mediation, the parties may proceed to litigation pursuant to the Governing Law section of this Agreement. The requirement of informal mediation prior to litigation shall be waived when the thirty-day (30) period of informal mediation would cause the expiration of the applicable Statute of Limitations. Time is of the essence in the resolution of disputes. Vendor agrees that the existence of a dispute notwithstanding, it will continue without delay to carry out all of its responsibilities under this Agreement that are not affected by the dispute.

**LIMITATION OF LIABILITY.** Except for liability arising from gross negligence or willful misconduct, the aggregate liability of each party and its employees, directors, officers, agents and subcontractors (the “Related Persons”) to the other party, whether in contract, tort (including negligence), breach of statutory duty or otherwise, for any losses arising from or in any way connected with Vendor’s services shall not exceed the total fees paid under the applicable Statement of Work. Nothing in this Agreement shall exclude or limit the liability of a party in the case of: (A) death or personal injury resulting from a party’s gross negligence; (B) willful misconduct; (C) fraud; or (D) other liability to the extent that the same may not be excluded or limited as a matter of law.

**FORCE MAJEURE.** Neither party shall be liable for any failure or delay in the performance of its obligations under this Agreement (other than payment obligations) if such failure or delay is due to acts of God, fire, flood, earthquake, war, terrorism, civil unrest, government action, labor disputes, pandemic, or any other cause beyond the reasonable control of the affected party. The affected party shall promptly notify the other party in writing of the occurrence of any such event and use reasonable efforts to resume performance as soon as practicable. If the period of delay or non-performance continues for more than thirty (30) days, either party may terminate this Agreement by giving written notice to the other party.

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

**GOVERNING LAW.** This Agreement shall be governed by and construed in accordance with the laws of the State of Indiana and subject to the exclusive jurisdiction of the federal and state courts located in the State of Indiana. If any litigation, arbitration or other legal proceeding relating to this Agreement occurs between the parties hereto, the prevailing party, as determined by a court of competent jurisdiction located in Indiana, shall be entitled to recover (in addition to any other relief awarded or granted) its reasonable costs and expenses, including reasonable attorneys' fees and costs incurred in such litigation, arbitration or proceeding. 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.

**PUBLICITY.** Without the prior written consent of the other party, neither party shall disclose the terms and conditions of this Agreement, except disclosure may be made as is reasonably necessary to the disclosing party's bankers, attorneys, shareholders, or accountants or except as may be required by applicable law (including but not limited to Indiana’s Access to Public Records Act). All announcements by either party related to this Agreement, other than the fact that the parties are working together, shall require the other party’s prior written consent.

**SURVIVAL.** The provisions of Sections - Intellectual Property, Confidential Information, Representations and Warranties, Non-Solicitation, Data Security, Indemnification, Dispute Resolution, Limitation of Liability, Governing Law shall survive the expiration or termination of this Agreement. This Agreement supersedes all prior agreements, written or oral, between the Client and the Vendor relating to the subject matter of this Agreement. This Agreement may not be amended except by a written instrument signed by authorized representatives of both Parties. If any provision of this Agreement is held to be invalid, illegal, or unenforceable, the remaining provisions shall continue in full force and effect.

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

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

IN WITNESS WHEREOF, Vendor and Client have caused this Master Services Agreement to be executed by their duly authorized officers as of the Effective Date.

RADcube LLC

City of Westfield, LLC

By:  
Name: FERUZ SYED  
Date:

By:  
Name: Danielle Carey Tolan  
Date:



# GDM Public Transparency Portal

Open Government Analytics | Powered by Global Dashboard Manager

## Statement of Work

City of Westfield, Indiana

Prepared by RADcube, LLC

March 2026 | Confidential

## Executive Summary

RADcube, LLC will deploy a **Public Transparency Portal** powered by **GDM** for the City of Westfield, IN. In addition to the internal operational analytics and oversight enabled, this solution will serve a publicly accessible, resident-facing analytics portal showing near-real-time city data across Police, Fire, Streets, Parks, Finance, and other departments. The solution is powered by RADcube's **Global Dashboard Manager (GDM)** and hosted entirely within the City's own Microsoft Azure environment, ensuring Westfield retains full data ownership, sovereignty, and infrastructure control.

RADcube designs, builds, configures, and manages the complete solution within the City's Azure tenant. Westfield provisions the cloud infrastructure and grants RADcube the access needed to deploy and operate it. The City's data never leaves its own environment.

The engagement is structured as a **6-month build and launch**, followed by managed operations through the end of Year 1. Azure infrastructure costs are billed directly by Microsoft to the City's Azure account and are separate from the RADcube fee.

<p><b>City Owns Everything</b> All data, infrastructure, dashboards, and the public portal live in the City's Azure subscription. Westfield controls access and retains full ownership at all times.</p>	<p><b>GDM -- Governance Dashboard Manager</b> AI-powered analytics platform unifying financial, operational, and governance data from NAV, New World, CivicPlus, and other city systems into a single governed dashboard environment.</p>	<p><b>Residents See the Results</b> A public-facing portal serves live city dashboards. The City core team manages content and publications; RADcube manages the platform.</p>	<p><b>RADcube Builds &amp; Manages</b> RADcube deploys, configures, and operates the GDM platform and portal from within the City's environment - no data passes through RADcube infrastructure.</p>
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## Understanding the City's Challenge

Residents expect transparency from their local governing bodies. City departments generate operational data constantly: response times, budget performance, project status, permit activity, program enrollment. Today that data lives in source systems and static reports rather than in a format residents can easily access on demand.

City leadership and department heads already understand the value of data-driven reporting. Operational reports are routinely incorporated into the City's public meeting cycle - from City Council sessions and Board of Public Works meetings to Redevelopment Commission hearings and Parks Board agendas. These meeting reports demonstrate that departments are already producing and presenting meaningful data to the public. The gap is not in the existence of data, but in how consistently and accessibly it reaches residents between formal meeting cycles.

This engagement builds on Westfield's existing practice. By connecting the data departments already produce to a governed, AI-powered platform and a public-facing portal, Westfield creates a standing, always-current extension of the transparency that already happens in public meetings - one that residents can access any time, on any device, without waiting for the next agenda to be published and subsequently sifting through multiple agendas and meeting minutes.

RADcube advises the City to approach this engagement with **full data sovereignty** as its governing principle. Westfield retains complete ownership and control of all data at all times. The City manages access controls, determines who may operate within its environment, and retains the right to export all data in standard formats at any time. RADcube operates within the City's Azure environment as a trusted implementation and operations partner - building, configuring, and maintaining the platform on the City's behalf, within boundaries the City defines and controls.

## Solution Overview

### Global Dashboard Manager (GDM)

GDM is RADcube's AI-powered analytics platform that connects to multiple city data sources, enables AI-assisted dashboard authoring, and powers a governed publish-to-portal workflow. Key capabilities:

**AI-Powered Dashboard Authoring**

Core team members describe what they want to see and GDM's AI builds it. No SQL, no coding required. Dashboards can be refined iteratively through natural language.

**Multi-Source Data Integration**

GDM connects to exported datasets from NAV, New World, CivicPlus, budget files, and other city systems via ETL pipelines built and managed by RADcube in the City's workspace.

**Governed Publishing**

An internal review-and-approve workflow allows department leads and data stewards to validate dashboards before promoting them to the public portal.

**Genie AI (Natural Language Queries)**

Staff query city data in plain English - "show me YTD budget variance by department" - and receive instant visualizations.

**Anomaly Detection and Forecasting**

GDM's ML layer surfaces unusual patterns, budget variances, and seasonal trends automatically.

**Public Transparency Portal**

RADcube designs and builds a custom-branded, mobile-responsive public web portal hosted in the City's Azure environment. The portal is Westfield's open government hub - organized by department, publicly accessible, and automatically updated when the City core team publishes content from GDM.

Residents navigate to a City-designated URL (e.g., transparency.westfield.in.gov) and access dashboards published by each department. No login required. No personal data collected from residents.

**High-Level Architecture**

**All infrastructure lives in Westfield's Azure tenant. RADcube operates within it.**

This model ensures full City data sovereignty. The City's Azure subscription owns and stores all resources. RADcube accesses the environment using a scoped service principal with Contributor rights on designated resource groups only. No City data transits RADcube infrastructure.

**Access Structure**

Party	Access Level	Scope
City IT / Azure Admin	Owner / Global Admin	Full Azure subscription ownership. Creates resource groups, registers RADcube service principal, assigns roles, reviews NSGs and cost alerts.
RADcube Service Principal	Contributor on rg-gdm-prod and rg-gdm-devtest	Deploys and manages all GDM and portal resources within the two designated resource groups. Cannot access other City Azure resources.
RADcube Engineers	Solution Admin (workspace-scoped)	Manages ETL pipelines, SQL warehouses, cluster configuration, and Unity Catalog within the GDM Databricks workspace only.
City Core Team (Data Stewards)	GDM Application User (editor/publisher role)	Import datasets, author dashboards, review and publish content to the public portal via the GDM application UI.
Public (Residents)	Read-only portal (no login)	View published dashboards on the public transparency portal. No write access, no personal data collected.

## Data Flow

Data moves only within the City's environment:

- City departments export data from source systems (NAV, New World, CivicPlus, budget files) and upload to a designated staging zone (e.g. SharePoint folder, Azure Blob staging container, or dedicated Pure Storage container).
- RADcube's ETL pipelines (running in the City's workspace) pick up the exports automatically on the agreed refresh schedule and load them into the GDM data layer.
- The City data steward team reviews GDM dashboards for accuracy and promotes approved content to the public portal with one click.
- The public portal serves dashboard content from the City's Azure CDN endpoint. No data leaves the City's Azure tenant at any point.

## Azure Provisioning Requirements

Before RADcube can begin deployment, the City's IT team must complete the provisioning steps below. RADcube will provide a **Pre-Engagement Technical Checklist** with exact naming conventions, region guidance, and SKU specifications at contract execution. The steps below represent the pre-build requirements.

### Step 1: City IT Provisions (Est. 2-4 hrs City IT effort)

These actions require Azure Global Admin or Owner access in the City's Azure tenant. As part of project initiation, RADcube will provide a comprehensive checklist spanning:

- A. Azure Subscription (dedicated GDM subscription + budget alerts)
- B. Resource Groups (named resource groups for each environment)
- C. App Registration (Service Principal + secrets)
- D. Role Assignments (e.g. "Contributor" to "RADcube Service Principal" on "Environment")
- E. Workspace (City-initiated deployment)
- F. DNS and Networking (e.g. reserve and configure DNS)

#### What RADcube does NOT need:

RADcube does not require Global Admin, Owner at the subscription level, access to any other City systems (Active Directory, M365, financial systems, HR), or access to any Azure resources outside the two designated resource groups.

City IT should validate role assignments are scoped to resource groups only before providing credentials to RADcube.

### Step 2: RADcube Deploys (Months 1-3, within City tenant)

Once provisioning is complete and credentials are received, RADcube deploys all required resources using Infrastructure-as-Code directly into the City's designated resource groups. The diagram below illustrates the high-level architecture - how components are organized within the City's Azure environment and how data flows from source systems through to the public portal.



<p><b>rg-gdm-westfield-prod</b> -- Production Environment</p> <table border="1"> <tr> <td> <p><b>Data Ingestion</b></p> <ul style="list-style-type: none"> <li>* Blob Storage (dataset staging area)</li> <li>* Solution Workspace ETL Pipelines + Genie AI</li> </ul> </td> <td> <p><b>Application &amp; Data</b></p> <ul style="list-style-type: none"> <li>* GDM Application</li> <li>* SQL Databases</li> <li>* Key Vault</li> <li>* Virtual Network + Monitoring</li> </ul> </td> </tr> </table> <p style="text-align: center;"><b>v Approved content published to portal v</b></p> <p><b>Public Portal Layer</b></p> <ul style="list-style-type: none"> <li>* Portal Application * Content Delivery Network * Custom Domain + SSL</li> </ul>	<p><b>Data Ingestion</b></p> <ul style="list-style-type: none"> <li>* Blob Storage (dataset staging area)</li> <li>* Solution Workspace ETL Pipelines + Genie AI</li> </ul>	<p><b>Application &amp; Data</b></p> <ul style="list-style-type: none"> <li>* GDM Application</li> <li>* SQL Databases</li> <li>* Key Vault</li> <li>* Virtual Network + Monitoring</li> </ul>	<p><b>rg-gdm-westfield-devtest</b></p> <p>-- Dev / Test Environments</p> <table border="1"> <tr> <td> <p><b>Development Environment</b></p> <ul style="list-style-type: none"> <li>* GDM Dev Application</li> </ul> </td> </tr> <tr> <td> <p><b>Test / UAT Environment</b></p> <ul style="list-style-type: none"> <li>* GDM Test Application</li> </ul> </td> </tr> </table> <p>Used during build phase only. Isolated from production. No public data exposure.</p>	<p><b>Development Environment</b></p> <ul style="list-style-type: none"> <li>* GDM Dev Application</li> </ul>	<p><b>Test / UAT Environment</b></p> <ul style="list-style-type: none"> <li>* GDM Test Application</li> </ul>
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**[Access] RADcube Service Principal** -- Contributor access scoped to rg-gdm-prod and rg-gdm-devtest only. No access to any other City resources.

**[Users] City Core Team** -- GDM application access (editor / publisher role). Manages content, review, and publishing workflow.

**[Web] Public / Residents** -- Read-only portal access via browser. No login required. No personal data collected.

### Step 3: City IT Final Steps

- Validate NSG rules provided by RADcube and approve before activation
- Point DNS CNAME record to CDN endpoint provided by RADcube
- Confirm Azure Cost Management budget alert is active
- Schedule quarterly access review: verify RADcube role assignments remain scoped and appropriate  
Recommended: City IT reviews RADcube access scope every 90 days as part of standard security posture.

## Scope of Work

RADcube delivers the following components as part of this engagement. Fees are summarized separately in the Commercial Overview section.

#	Component	RADcube Delivers	Timing
1	<b>GDM Configuration &amp; Integration</b>	Full GDM deployment into City's Azure tenant. Data connector setup for all source systems (NAV, New World ERP, CivicPlus, Budget). ETL pipelines built and validated. Schema mapping and dataset ingestion. Environment validation across Dev, Test, and Prod.	Months 1-3
2	<b>Dataset Cleaning &amp; Preparation</b>	Review, clean, and standardize up to 8 source datasets. Field mapping, null handling, deduplication, and type validation. Deliverable: clean datasets ready for GDM ingestion, plus documentation of all transformations applied.	Months 1-2
3	<b>Dashboard Development Assistance</b>	Build up to 10 department dashboards collaboratively with the City core team. RADcube leads initial builds using GDM's AI authoring tools while core team members participate and develop proficiency. Covers Police, Fire, Streets, Parks, Finance, and City-Wide summary.	Months 2-4
4	<b>Public Transparency Portal UI Build</b>	Custom-branded, mobile-responsive public portal deployed within the City's Azure environment. Department-organized layout with embedded GDM dashboards, City branding applied, custom domain and SSL certificate configured.	Months 3-5
5	<b>Core Team Training</b>	2-day on-site or virtual training session covering: GDM data import workflow, AI-assisted dashboard authoring, the review and approval process, publishing to the public portal, and basic	Months 4-5

		troubleshooting. Up to 8 City staff. Written user guide delivered.	
6	<b>Publishing Cadence &amp; Workflow Setup</b>	Configure end-to-end publish workflow: data refresh schedule, department review checkpoints, and approval-to-publish rules. Deliver a written Publishing SOP for City records and future onboarding.	Month 5
7	<b>Managed Operations (M&amp;O -- post go-live)</b>	Platform monitoring, ETL pipeline health checks, database and compute cost monitoring, dashboard accuracy support, portal uptime management, minor configuration updates, and monthly written status reports to City Informatics. Continues through end of Year 1.	Months 6-12
8	<b>GDM Platform License (Year 1)</b>	Full GDM platform license: AI-powered dashboard authoring, Genie natural-language queries, multi-source data integration, governed publishing workflow, and public portal embed SDK. Annual license.	Year 1

## Implementation Schedule

The engagement runs for 12 months from contract execution. The build and launch phase spans Months 1-6, with Managed Operations beginning at portal go-live and continuing through Month 12.

Activity / Deliverable	Mo 1	Mo 2	Mo 3	Mo 4	Mo 5	Mo 6	Mo 7-12
PHASE	BUILD	LAUNCH	MANAGED OPERATIONS				
Kickoff & Azure Provisioning	#						
GDM Config & Integration	#	#	#				
Dataset Cleaning & Prep	#	#					
ETL Pipeline Development	#	#	#				
GDM Internal Go-Live *			#				
Dashboard Development		#	#	#			
Portal UI Build & Deploy			#	#	#		
Core Team Training				#	#		
Publishing Workflow & SOP					#		
Portal UAT & Sign-Off					#	#	
Public Portal Go-Live *					#	#	
Managed Operations (M&O)						#	#
Monthly Status Reports						#	#

## Dashboard Planning

**Public vs. Internal: A Collaborative Decision**

RADcube will work directly with City Leadership to determine exactly which metrics, datasets, and dashboards are appropriate for the public transparency portal and those that should remain internal for City Leadership's operational and administrative use. The table below reflects a proposed starting point - the final scope of what is published publicly will be defined collaboratively through the engagement process, with the City retaining sole authority over all publication decisions.

Department	Data Source(s)	Proposed Dashboard Focus	Public vs. Internal
<b>Police</b>	New World CAD / RMS	Call volume by type and district, average response times (Priority 1/2/3), incident categories year-over-year, officer deployment summary	Collaborative decision - some metrics public; others may remain internal at Chief's discretion
<b>Fire</b>	New World / Dispatch	Incident volume by type, response times, structure vs. EMS vs. vehicle incidents, inspection activity, mutual aid frequency	Collaborative decision - summary metrics public; operational detail may remain internal
<b>Streets &amp; Public Works</b>	Work order system / GIS exports	Active road projects map, work orders open vs. closed, pothole/repair response time, seasonal maintenance metrics, capital project status	Largely public - capital projects and service metrics suitable for transparency portal
<b>Parks &amp; Recreation</b>	CivicPlus / registration exports	Program enrollment by season and facility, total attendance, facility usage rates, capital improvement projects, aquatics and sports participation	Largely public - program and facility data is community-facing by nature
<b>Finance</b>	NAV / budget exports	Budget vs. actuals by department, YTD revenue and expenditure, reserve fund status, top expenditure categories	Collaborative decision - summary budget data public; detailed line-item data may remain internal
<b>City-Wide Summary</b>	Cross-system composite	Population and growth indicators, building permits issued, capital investment summary, key performance scorecard across departments	Public - high-level City performance scorecard appropriate for transparency portal

**Up to 10 dashboards are included in scope.** The precise set of dashboards, their content, and their designation as public or internal will be finalized during a dedicated content planning workshop in Month 1 with City Leadership and department representatives.

## Infrastructure Projections - separate from RADcube fees

Azure infrastructure is provisioned in the City's Azure subscription and billed directly by Microsoft. The estimates below group services into logical categories. Actual costs are consumption-based and will vary with usage. RADcube monitors Azure spend as part of Managed Operations and will alert City IT if consumption approaches the budget threshold.

Service Category	What's Included	Est. Monthly	Est. Annual
<b>Application Hosting</b>	GDM platform app, public portal app, and Dev/Test environments	~\$350	~\$4,200
<b>Data &amp; Storage</b>	SQL databases (GDM config + portal data), Blob storage for dataset staging and pipeline artifacts	~\$260	~\$3,120

<b>Analytics &amp; AI</b>	Workspace: ETL pipelines, Genie AI natural-language queries, Delta Lake storage	~\$530	~\$5,076
<b>Security, Monitoring &amp; Networking</b>	Key Vault, Virtual Network, Private Endpoints, Azure Monitor, Log Analytics, Backup	~\$75	~\$900
<b>Content Delivery</b>	CDN for public portal delivery, SSL certificate management	~\$35	~\$420
<b>ESTIMATED TOTAL (City Azure bill)</b>	Lower during build phase; full rate at steady state	~\$1,250/mo	~\$13,716

## Managed Operations

Managed operations are **included through the end of Year 1** at no additional charge. M&O begins at portal go-live (Month 5-6) and runs through Month 12. Year 2 M&O is negotiated separately before Year 2 begins.

### Included M&O Services

- ETL pipeline monitoring: daily validation that all scheduled dataset refreshes complete successfully; alerting on failures; incident response and reprocessing
- GDM platform health: application availability, performance monitoring, error log review, minor configuration updates
- Public portal uptime monitoring: 99.5% uptime SLA target; incident response within 4 business hours
- Cost monitoring: warehouse utilization review, auto-suspend validation, optimization recommendations to City IT
- Azure infrastructure monitoring: resource health checks, cost anomaly alerts, backup validation
- Dashboard accuracy support: response to core team questions, minor dashboard adjustments at City request (up to 4 hrs/month)
- User access management: adding/removing GDM core team users as directed by City
- Monthly written status report to City Informatics: ETL health, portal activity, cost summary, upcoming items
- Quarterly access review: RADcube provides a report of all access and activity within City resource groups for City IT review

### Year 2 Onward

At the start of Year 2, the engagement transitions to an annual renewal covering the GDM license and managed operations at a rate negotiated between RADcube and the City before Year 2 begins. The Year 1 fixed fee structure (license + implementation + M&O) will not be used as a binding precedent for Year 2 pricing; both parties will negotiate in good faith based on platform maturity, scope of services, and mutual partnership.

Azure infrastructure costs continue to be billed directly by Microsoft at actual consumption.

## Security and Governance

### Data Sovereignty

- All City data remains in the City's Azure tenant at all times. No data transits RADcube infrastructure.
- RADcube accesses the City environment using a scoped service principal. Access is limited to the two designated resource groups.
- All data at rest is encrypted using Azure-managed keys (AES-256). Data in transit is encrypted via TLS 1.2+.

### Access Controls

- Role-based access in GDM separates data stewards (edit/publish) from department reviewers (view/comment).

- The public portal is read-only. No resident login required. No personal data collected from portal visitors.
- Azure Private Endpoints restrict SQL, Storage, and Key Vault access to within the VNet - not accessible from public internet.
- RADcube engineers access the environment via authenticated Azure CLI / service principal sessions only. No shared passwords or standing admin accounts.

### Audit and Oversight

- Azure Monitor captures all resource-level activity and access events. Logs retained per City Azure policy (minimum 90 days recommended).
- GDM maintains a publish audit trail: every dashboard promotion to public portal is logged with timestamp, user, and content snapshot.
- RADcube delivers a quarterly access report to City IT documenting all actions taken within City resource groups during that period.

## Commercial Overview

The Year 1 engagement is structured across three phases: an implementation and configuration phase, a launch phase, and a managed operations phase. All three phases are covered within the Year 1 fee. Azure infrastructure is billed separately by Microsoft to the City's Azure subscription.

Phase	Timing	Scope	Year 1 Fee
<b>Phase 1 Implementation</b>	Months 1–3	GDM deployment into City Azure, ETL pipeline build, dataset cleaning and preparation, Dev/Test/Prod environment configuration	<b>Included in Year 1</b>
<b>Phase 2 Launch</b>	Months 4–5	Dashboard development, public portal UI build, core team training, publishing workflow and SOP, portal go-live	<b>Included in Year 1</b>
<b>Phase 3 Managed Operations</b>	Months 6–12	Platform monitoring, ETL health, portal uptime, dashboard support, monthly reporting through Year 1 end	<b>Included in Year 1</b>
<b>GDM Platform License</b>	Year 1 (12 months)	Full GDM platform: AI authoring, Genie queries, multi-source integration, portal embed SDK	<b>Included in Year 1</b>
<b>Year 1 Total</b>	All phases + license + M&O	Azure infrastructure billed separately by Microsoft at actual consumption	<b>\$98,000</b>

### Payment Schedule

The Year 1 engagement fee of \$98,000 is invoiced in five installments:

Invoice	Trigger / Timing	Description	Amount	Cumulative
1 of 5	Upon contract signature	Engagement activation. Covers project kickoff, technical onboarding, and Azure provisioning support.	\$20,000	\$20,000
2 of 5	Month 1: 30 days post-signature	GDM deployment in progress. ETL pipeline development underway. Dev/Test environments active.	\$20,000	\$40,000
3 of 5	Month 2: 60 days post-signature	Dataset cleaning complete. Initial dashboards in development. GDM Prod environment deployed.	\$20,000	\$60,000
4 of 5	Month 3: 90 days post-signature	GDM internal go-live milestone reached. All ETL pipelines operational. Portal UI build initiated.	\$20,000	\$80,000

Invoice	Trigger / Timing	Description	Amount	Cumulative
5 of 5	Month 4–5: Portal go-live	Final invoice issued at public portal go-live. Core team trained, publishing workflow active. M&O transitions through Year 1 end.	\$18,000	\$98,000
<b>Total</b>			<b>\$98,000</b>	

*Invoices are net-30 from date of issuance. Invoice 5 is issued upon public portal go-live, targeted for Month 5 and no later than Month 6. If portal go-live is delayed due to dependencies outside of RADcube’s control, Invoice 5 may be issued at the end of Month 6 regardless of go-live status. Late payments are subject to a 1.5% monthly finance charge after 30 days. RADcube reserves the right to pause active engagement work if any invoice remains unpaid beyond 45 days of issuance.*

### Year 2 and Beyond

Year 2 terms are negotiated between RADcube and the City before the end of Year 1. The annual renewal will include the GDM platform license and managed operations at a rate agreed upon by both parties. Azure infrastructure continues to be billed directly by Microsoft at actual consumption.

There is no auto-renewal provision. Both parties must execute a written renewal agreement. Either party may choose not to renew with 60 days written notice before the end of the current term.

## 12. Conclusion

This engagement gives Westfield a public transparency portal that is genuinely City-owned: the data, the infrastructure, the dashboards, and the domain all belong to the City. RADcube builds and runs it, but Westfield controls it. That distinction matters for data governance, public trust, and long-term flexibility.

With the first year’s investment, the City gets: a complete GDM deployment in its own Azure environment, data pipelines connected to every major source system, multiple department dashboards, a custom-branded public portal, trained staff, and a full year of managed operations.

When Year 2 arrives, the City negotiates renewal from a position of strength - with a working system, a trained team, and the ability to evaluate the partnership on demonstrated results. There are no lock-in mechanisms, no proprietary data formats, and no dependency on RADcube infrastructure.

Westfield becomes a model for open government analytics in Indiana. RADcube is committed to making that happen within a structure the City can trust.

## PURCHASE AGREEMENT

This Purchase Agreement (together with all attachments referenced herein, the “Agreement”), made and entered into by and between MacQueen Equipment, LLC, as a Delaware limited liability company DBA MacQueen Emergency (“MacQueen”), and City of Westfield, (“Customer”) is effective as of the date specified in Section 3 hereof.

### 1. Definitions

- a. **“Product”** means the fire apparatus and any associated equipment furnished for the Customer by MacQueen, pursuant to the specifications.
- b. **“Specifications”** means the general specifications, technical specifications, orientation, and testing requirements for the Product contained in the MacQueen Proposal for the Product prepared in response to the Customer’s request for proposal.
- c. **“MacQueen Proposal”** means the proposal provided by MacQueen attached as Exhibit C prepared in response to the Customer’s request for proposal.
- d. **“Delivery”** means the date MacQueen is prepared to make physical possession of the Product available to the Customer.

### 2. Purpose

This Agreement sets forth the terms and conditions of MacQueen’s sale of the Product to the Customer.

### 3. Term of Agreement

This Agreement will become effective on the date it is signed and approved by the Customer’s authorized representative and MacQueen’s authorized representative pursuant to Section 24 hereof (“Effective Date”) and, unless earlier terminated pursuant to the terms of this Agreement, it will terminate upon the Customer’s Acceptance and payment in full of the Purchase Price.

### 4. Purchase and Payment

The Customer agrees to purchase the Product specified on Exhibit A for the total purchase price of \$1,099,800.00 (“Purchase Price”). Prices are in US Funds.

**NOTE: Upon final inspection at the factory for pick-up or delivery, the Customer will need to supply a “Certificate of Insurance” and “FULL PAYMENT” prior to release of the Product, unless prior arrangements for the Product’s release have been made.**

### 5. Future Changes

Various state or federal regulation agencies (e.g., NFPA, DOT, EPA) may require changes to the Specifications and/or the Product and in any such event any resulting cost increases incurred to comply therewith will be added to the Purchase Price to be paid by the Customer. Any future drive train upgrades (engine, transmission, axles, etc.) or any other specification changes have not been calculated into MacQueen’s annual increases and will be provided at additional cost. MacQueen reserves the right to update pricing in response to manufacturer-imposed increases as a result of PPI inflation. MacQueen will document and itemize any proposed price increase for the Customer’s review and approval before proceeding. Should the Customer choose not to accept the pricing update, the Customer has the ability to cancel this Agreement and purchase of the Product without penalty or cancellation fee.

### 6. Agreement Changes

The Customer may request that MacQueen incorporate a change to the Products or the Specifications for the Products by delivering a change order to MacQueen; provided, however, that any such change order must be in writing and include a description of the proposed change sufficient to permit MacQueen to evaluate the feasibility of such change (“Change Order”). Within seven (7) business days of receipt of a Change Order, MacQueen will inform the Customer in writing of the feasibility of the Change Order, the earliest possible implementation date for the Change Order, of any increase or decrease in the Purchase Price resulting from such Change Order, and of any effect on production scheduling or Delivery resulting from such Change Order. MacQueen shall not be liable to the Customer for any delay in performance or Delivery arising from any such Change Order. A Change Order is only

effective when signed by the Customer's authorized representative and counter-signed by MacQueen's authorized representative. Only the listed Customer person(s) specified on Exhibit A may be able to authorize and sign the Change Order.

#### **7. Cancellation/Termination**

In the event this Agreement is cancelled or terminated by the Customer before completion, except for cancellation pursuant to Paragraph 5 herein or for MacQueen's breach of this Agreement, MacQueen may charge a cancellation fee. The following charge schedule based on costs incurred may be applied: (a) 10% of the Purchase Price after order is accepted and entered by MacQueen; (b) 20% of the Purchase Price after completion of approval drawings, and; (c) 30% of the Purchase Price upon any material requisition. The cancellation fee will increase accordingly as costs are incurred as the order progresses through engineering and into manufacturing. MacQueen endeavors to mitigate any such costs through the sale of such Product to another purchaser; however, Customer shall remain liable for the difference between the Purchase Price and, if applicable, the sale price obtained by MacQueen upon sale of the Product to another purchaser, plus reasonable costs incurred by MacQueen to conduct any such sale.

#### **8. Delivery, Inspection, and Acceptance**

##### **a. Delivery**

Delivery of the Product is approximately **28-31 months** from the Effective Date of this Agreement. Risk of loss shall pass to Customer upon Delivery. Delivery shall be made and title documentation shall pass upon Customer's complete fulfillment of its obligations arising under Section 4 hereof. Due to global supply chain constraints, any delivery date contained herein is a good faith estimate as of the date of this order/contract, and merely an approximation based on current information. Delivery updates will be made available, and a final firm delivery date will be provided in writing as soon as possible.

##### **b. Inspection and Acceptance**

Upon Delivery, Customer shall have fifteen (15) days within which to inspect the Product for substantial conformance to the material Specifications, and in the event of substantial non-conformance to the material Specifications to furnish MacQueen with written notice sufficient to permit MacQueen to evaluate such non-conformance ("Notice of Defect"). Any Product not in substantial conformance to material Specifications shall be remedied by MacQueen within thirty (30) days from the Notice of Defect. In the event MacQueen does not receive a Notice of Defect within fifteen (15) days of Delivery, Product will be deemed to be in conformance with Specifications and Accepted by Customer.

#### **9. Notice**

Any required or permitted notices hereunder must be given in writing at the address of each party set forth below, or to such other address as either party may substitute by written notice to the other in the manner contemplated herein, by one of the following methods: hand delivery; registered, express, or certified mail, return receipt requested, postage prepaid; or nationally-recognized private express courier:

**MacQueen Equipment, LLC**  
1125 7th Street East  
St. Paul, MN 55106

**City of Westfield**  
Chief Rob Gaylor  
17001 Ditch Road  
Westfield, IN 46074

#### **10. Standard Warranty**

The Product sold herein will be manufactured by Pierce Manufacturing, Inc. and any warranties are attached hereto as Exhibit B and made a part hereof. Any additional warranties must be expressly approved in writing by Pierce's authorized representative and MacQueen.

##### **a. Disclaimer**

To the extent permitted by applicable law and other than as expressly set forth in this Agreement, neither Pierce, its Parent Company, Affiliates, Subsidiaries, Licensors, suppliers, distributors, dealers, including without limitation, MacQueen, or other respective officers, directors, employees, shareholders, agents or representatives, make any express or implied warranties with respect to the Product provided hereunder or otherwise regarding this Agreement, whether oral or written, express, implied or statutory. Without limiting the

foregoing, any implied warranty against infringement, and the implied warranty of condition of fitness for a particular purpose are expressly excluded and disclaimed. Statements made by sales representatives or in promotional materials do not constitute warranties.

**b. Exclusions of Incidental and Consequential Damages**

In no event shall either party be liable for consequential, incidental or punitive damages incurred in connection with any matter arising out of or relating to this Agreement, or the breach thereof, regardless of whether such damages arise out of breach of warranty, tort, contract, strict liability, statutory liability, indemnity, whether resulting from non-delivery or a party's own negligence, or otherwise.

**11. Insurance**

MacQueen maintains the following limits of insurance with a carrier(s) rated A- or better by A.M. Best:

Commercial General Liability Insurance:

Products/Completed Operations Aggregate: \$ 2,000,000

Each Occurrence: \$ 2,000,000

Umbrella/Excess Liability Insurance:

Aggregate: \$ 5,000,000

Each Occurrence: \$ 5,000,000

*The Customer may request MacQueen to provide the Customer with a copy of a current Certificate of Insurance with the coverages listed above.*

**12. Indemnity**

To the extent permitted by applicable law, the Customer shall indemnify, defend and hold harmless MacQueen, its officers, employees, dealers, agents or subcontractors, from any and all claims, costs, judgments, liability, loss, damage, reasonable attorneys' fees or expenses of any kind or nature whatsoever (including, but without limitation, personal injury and death) to all property and persons caused by, resulting from, arising out of or occurring in connection with (1) the failure of the Customer to observe and perform any of its obligations under this Agreement and/or (2) any intentional or negligent act or omission by the Customer. The Customer's obligations hereunder shall be limited by applicable state and federal statutes and constitutional provisions protecting the exposure and liability of the Customer (including but not limited to the terms of Indiana's Tort Claims Act), so that the Customer's obligations to indemnify, defend, and hold harmless hereunder shall not exceed what might have been the Customer's liability to a claimant had the Customer sued directly by the claimant and all appropriate defenses had been raised by the Customer. MacQueen shall indemnify, defend and hold harmless the Customer, its officers, employees, dealers, agents or subcontractors, from any and all claims, costs, judgments, liability, loss, damage, reasonable attorneys' fees or expenses of any kind or nature whatsoever (including, but without limitation, personal injury and death) to all property and persons caused by, resulting from, arising out of or occurring in connection with (1) the failure of MacQueen to observe and perform any of its obligations under this Agreement and/or (2) any intentional or negligent act or omission by MacQueen.

**13. Force Majeure**

MacQueen shall not be responsible nor deemed to be in default on account of delays in performance due to causes which are beyond MacQueen's control and without MacQueen's fault or negligence which make MacQueen's performance impracticable, including but not limited to civil wars, insurrections, strikes, riots, fires, storms, floods, other acts of nature, explosions, earthquakes, accidents, any act of government, delays in transportation, inability to obtain necessary labor supplies or manufacturing facilities, allocation regulations or orders affecting materials, equipment, facilities or completed products, failure to obtain any required license or certificates, acts of God or the public enemy or terrorism, failure of transportation, epidemics, quarantine restrictions, failure of vendors (due to causes similar to those within the scope of this clause) to perform their contracts or labor troubles causing cessation, slowdown, or interruption of work.

**14. Default**

The occurrence of one or more of the following shall constitute a default under this Agreement:

**(a)** the Customer fails to pay when due any amounts under this Agreement or to perform any of its obligations under this Agreement; **(b)** MacQueen fails to perform any of its obligations under this Agreement; **(c)** either

party becomes insolvent or becomes subject to a bankruptcy or insolvency proceedings; **(d)** any representation made by either party to induce the other to enter into this Agreement is false in any material respect; **(e)** the Customer dissolves, merges, consolidates or transfers a substantial portion of its property to another entity; or **(f)** the Customer is in default or has breached any other contract or agreement with MacQueen.

**15. Relationship of Parties**

Neither party is a partner, employee, agent, or joint venture of or with the other.

**16. Assignment**

Neither party may assign its rights and obligations under this Agreement unless it has obtained the prior written approval of the other party.

**17. Governing Law; Jurisdiction**

Without regard to any conflict of law's provisions, this Agreement is to be governed by and under the laws of the state of Indiana. The parties submit to the jurisdiction of Hamilton County, Indiana courts or courts for the Southern District of Indiana and waive any objection to venue.

**18. Facsimile & Electronic Verified Signatures; Counterparts**

The delivery of signatures to this Agreement by facsimile transmission and/or electronic verified shall be binding as original signatures. This Agreement and any amendments thereto may be executed in any number of counterparts, each of which will be an original and all of which together will constitute one and the same document, binding on both parties notwithstanding that each of the parties may have signed different counterparts.

**19. Entire Agreement**

This Agreement shall be the exclusive agreement between the parties for Customer's purchase of the Product. Additional or different terms proposed by the Customer shall not be applicable, unless accepted in writing by MacQueen's authorized representative. No change in, modification of, or revision of this Agreement shall be valid unless in writing and signed by an authorized representative of each party. This Agreement, including its appendices, embodies the entire agreement between the parties relating to the subject matter contained herein and merges all prior discussions and agreements. No agent or representative of MacQueen has authority to make any representations, statements, warranties, or agreements not herein expressed and all modifications of amendments of this agreement, including any appendices, must be in writing and executed by an authorized representative of each of the parties hereto. No surety of any performance bond given by MacQueen to the Customer in connection with this Agreement shall be liable for any obligation of MacQueen arising under the Standard Applicable Warranty.

**20. Conflict**

In the event of a conflict between the Customer Specifications and the MacQueen Proposal, the MacQueen Proposal shall control.

**21. Nondiscrimination**

MacQueen agrees that it, and its subcontractors, will not discriminate against any employee or applicant for employment to be employed in the performance of 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.

**22. Severability and Waiver**

Any invalidity, in whole or in part, of any provisions of this Agreement will not affect the validity of any other of its provisions. No term or provision hereof will be deemed waived and no breach excused unless such waiver or consent is in writing and signed by the party claimed to have waived or consented.

**23. Additional Orders**

To the extent permitted by applicable law, MacQueen at its sole discretion, will allow the terms of this Agreement to be extended to both the Customer, as well as to other Municipal, State, or Federal agencies for similar unit(s). MacQueen will allow tag on / additional orders for up to three (3) years from the date of contract execution. To

facilitate pricing, MacQueen will quote the original price plus manufacturer's price increases or Producer's Price Index (PPI) whichever is greater as it applies to either Fire Apparatus and/or commercial heavy truck industries. Additionally, any regulatory changes (NFPA, EPA, Engine Emissions, FMVSS, etc.) will also have to be added to the price as they become applicable. Change orders to the original specification will need to be authorized, signed, and accepted by MacQueen. Any entity using this tag-on/additional orders program will be required to sign a new contract commencing the relationship. Additionally, if required by Customer, any new tag-on / additional orders that require a "separate" Performance bond will be separately priced.

**24. Signatures**

This Agreement is not effective unless and until it is approved, signed and dated by MacQueen's authorized representative and the Customer's authorized representative.

Accepted and Agreed to:

**MACQUEEN EQUIPMENT, LLC****CITY OF WESTFIELD**

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

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

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

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

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

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

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

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

**EXHIBIT A – PURCHASE PAYMENT TERMS & CONDITIONS**

MacQueen Equipment, LLC  
 1125 7th Street East  
 St. Paul, MN 55106

Customer Name City of Westfield Date March 11, 2026

Quantity	Chassis Type	Body Type	Contract Price per Unit
1	Enforcer	Pumper	\$1,099,800.00*

*\*Sourcewell Consortium Pricing, Member ID 42698.*

**PERFORMANCE BOND: Included in the contract price.**

**100% PREPAYMENT OPTION: DUE THIRTY (30) DAYS FROM CONTRACT SIGNING TO BE APPLICABLE.**

**If 100% prepayment is made thirty (30) days from contract signing, deduct \$68,669.00 from contract price.**

**Payment due thirty (30) days from contract signing is \$1,031,131.00. Initial here to accept:**

**Only the below listed person(s) are authorized to make changes to product specifications on behalf of the Customer.**

Name	Title

This contract is available for inter-local and other municipal corporations to utilize with the option of adding or deleting any Company available options, including chassis models. Any addition or deletion may affect the unit price.

**“PAYMENT TERMS” 100% of contract price or any balance is due prior to vehicle(s) release at the Pierce Manufacturing Plant (Appleton, WI).**

**“TAXES” Federal, State, and Local Taxes are not included in the contract price.**

**“LATE PAYMENT” A late fee of .033% (or the maximum amount permitted by law, whichever is less) of the sale price will be charged per day for overdue payments beginning ten (10) days after the payment is due for the first thirty (30) days. The late fee increases to .044% (or the maximum amount permitted by law, whichever is less) per day until the payment is received.**

[NOTE: If deferred payment arrangements are required, the Customer must make such financial arrangements through a financial institution acceptable to MacQueen.] All taxes, excises and levies that MacQueen may be required to pay or collect by reason of any present or future law or by any governmental authority based upon the sale, purchase, delivery, storage, processing, use, consumption, or transportation of the Product sold by MacQueen to the Customer shall be for the account of the Customer and shall be added to the Purchase Price (unless Customer is a tax-exempt entity). All delivery prices or prices with freight allowance are based upon prevailing freight rates and, in the event of any increase or decrease in such rates, the prices on all unshipped Product will be increased or decreased accordingly. Delinquent payments shall be subject to a carrying charge of 1.5 percent (1.5%) per month or such lesser amount permitted by law. MacQueen will not be required to accept payment other than as set forth in this Agreement. However, to avoid a late charge assessment in the event of a dispute caused by a substantial nonconformance with material Specifications (other than freight), the Customer may withhold up to five percent (5%) of the Purchase Price until such time that MacQueen substantially remedies the nonconformance with material Specifications, but no longer than sixty (60) days after Delivery. If the disputed amount is the freight charge, the Customer may withhold only the amount of the freight charge until the dispute is settled, but no longer than sixty (60) days after Delivery. MacQueen shall have and retain a purchase money security interest in all goods and products now or hereafter sold to the Customer by MacQueen or any of its affiliated companies to secure payment of the Purchase Price for all such goods and products. In the event of nonpayment by the Customer of any debt, obligation or liability now or hereafter incurred or owing by the Customer to MacQueen, MacQueen shall have and may exercise all rights and remedies of a secured party under Article 9 of the Uniform Commercial Code (UCC) as adopted by the state of Minnesota.

THIS PURCHASE DETAIL FORM IS EXPRESSLY SUBJECT TO THE PURCHASE AGREEMENT TERMS AND CONDITIONS DATED AS OF March 11, 2026 BETWEEN MACQUEEN AND City of Westfield (customer) WHICH TERMS AND CONDITIONS ARE HEREBY INCORPORATED IN, AND MADE PART OF, THIS PURCHASE DETAIL FORM AS THOUGH EACH PROVISION WERE SEPARATELY SET FORTH HEREIN, EXCEPT TO THE EXTENT OTHERWISE STATED OR SUPPLEMENTED BY MACQUEEN AND CUSTOMER HEREIN.

**Is Customer Name and Address listed on page 2 to be used on Certificate of Origin (CO)?  Yes  No**

**If not, please provide correct name and address to be listed on CO.** \_\_\_\_\_

**Is there a lienholder?  Yes  No**

**If yes, please provide lienholder Name & Address.** \_\_\_\_\_

**EXHIBIT B – PROPOSAL OPTION LIST WITH WARRANTIES**

**SEE ATTACHED PROPOSAL OPTION LIST Bid Number 1668 Dated 3/11/2026 FOR ALL APPLICABLE OPTIONS AND WARRANTIES APPROVED WITH CONTRACT.**



# Option List

3/11/2026

**Customer:** Westfield FD, City of  
**Representative:** Davis, Garry  
**Organization:** MacQueen Emergency Group  
**Requirements Manager:**  
**Description:** Enforcer Side Control Pumper Same As Job 42245  
**Body:** Pumper, Long, Aluminum, 2nd Gen  
**Chassis:** Enforcer Chassis

**Bid Number:** 1668  
**Job Number:**  
**Number of Units:** 1  
**Bid Date:** 03/12/2026  
**Stock Number:**  
**Price Level:** 54 (Current: 54)  
**Lane:** Lane 1

Line	Option	Type	Option Description	Qty
1	0766611		Boiler Plates, Pumper Fire Department/Customer - Westfield Fire Department Operating/In conjunction W-Service Center - Operating Miles - 25 Miles Number of Fire Dept/Municipalities - 10 Bidder/Sales Organization - MacQueen Emergency Group Delivery - Delivery representative Dealership/Sales Organization, Service - MacQueen Emergency Group	1
2	0661794		Single Source Compliance	1
3	0584456		Manufacture Location, Appleton, Wisconsin	1
4	0584452		RFP Location: Appleton, Wisconsin	1
5	0588609		Vehicle Destination, US	1
6	0670275		Unit to be Similar in some Aspects, Excluding Pump Panel Fill in Blank - 39888	1
7	0791096	SP	Build My Pierce™ Truck Fill in Blank - Booked with 455 Options and 8 SPs	1
8	0816491		Comply NFPA 1900 Changes Effective Jan 1, 2024, With Exceptions	1
9	0533347		Pumper/Pumper with Aerial Device Fire Apparatus	1
10	0588611		Vehicle Certification, Pumper	1
11	0661778		Agency, Apparatus Certification, Pumper/Tanker, U.L.	1
12	0816495		Certification, Vehicle Inspection Program, NFPA 1900	1
13	0766110		Consortium, Sourcewell	1
14	0537375		Unit of Measure, US Gallons	1
15	0030006		Bid Bond Not Requested	1
16	0816574		Performance Bond, 100% with Warranty Bond, 1 Yr, and Payment Bond, PPI Terms ** Percentage, Contract - 100	1
17	0000007		Approval Drawing	1
18	0002928		Electrical Diagrams	1
19	0649754		Enforcer Chassis	1
20	0000110		Wheelbase Wheelbase - 194.00	1
21	0000070		GVW Rating GVW rating - 47,000	1
22	0729280		Frame Rails, 13.38 x 3.50 x .375, Enforcer	1
23	0889469		Frame Liner, "C/Inv L" 12.50" x 3.00" x .25", AXT/Vel/Imp/Enf, 56" QVal	1
24	0637911		Axle, Front, Dana, D-2000F, 20,000 lb Saber FR/Enforcer	1
25	0637913		Suspension, Front, Standens, Taper Leaf, 20,000 lb, Saber FR/Enforcer	1
26	0000321		Shock Absorbers on Front Axle, Monroe Magnum 65, Saber/Enforcer	1
27	0000322		Oil Seals, Front Axle	1
28	0887562		Tires, Front, Michelin, X Multi HL Z , 385/65R22.50, LRL **	1
29	0052887		Wheels, Front, Alcoa, 22.50" x 12.25", Aluminum, Dura-Bright, Hub Pilot	1
30	0530459		Axle, Rear, Meritor RS25-160, 27,000 lb, Saber/Enforcer	1
31	0544253		Top Speed of Vehicle, 68 MPH /109 KPH	1
32	0565380		Suspen, Rear, Single Slipper Spring, 27,000 lb, Saber/Enforcer	1
33	0000485		Oil Seals, Rear Axle	1
34	0809700		Tires, Rear, Michelin, XDN2 Grip, 315/80R22.50, LRL, Single	1
35	0052876		Wheels, Rear, Alcoa, 22.50" x 9.00", Aluminum, Dura-Bright, Hub Pilot, Single	1
36	0568081		Tire Balancing, Counteract Beads	1
37	0620570		Tire Pressure Monitoring, RealWheels, AirSecure, Valve Cap, Single Axle Qty, Tire Pressure Ind - 6	1

Line	Option	Type	Option Description	Qty
38	0801909		Lug Nut, Covers, Chrome	1
39	0003245		Axle Hub Covers w/center hole, S/S, Front Axle	1
40	0001960		Axle Hub Covers, Rear, S/S, High Hat (Pair)	1
41	0002045		Mud Flap, Front and Rear, Pierce Logo	1
42	0544802		Chocks, Wheel, SAC-44-E, Folding, (Up to 44" Diameter Tires)	1
			Qty, Pair - 01	
43	0544806		Mounting Brackets, Chocks, SAC-44-E, Folding, Horizontal	1
			Qty, Pair - 01	
			Location, Wheel Chocks - Left Side Rear Compt	
44	0820509		ESC/ABS/ATC Wabco Brake System, Single Rear Axle, NFPA 1900/ULC	1
45	0690932		Brakes, Bendix, ADB-22X, 17" Disc, Front	1
46	0803729		Brakes, Meritor, Cam, Rear, 16.50 x 8.63" No Dust Shield	1
47	0735527		Air Compressor, Brake, Wabco 26.8 CI, Paccar	1
48	0644232		Brake Reservoirs, 4,272 Cubic Inch Minimum Capacity, Saber FR/Enforcer	1
			Paint Color, Air Tanks - Frame color	
49	0568012		Air Dryer, Wabco System Saver 1200, Heater, 2010	1
50	0000790		Brake Lines, Nylon	1
51	0000856		Air Inlet, with Kussmaul Air Eject	1
			Location, Air Coupling(s) - DS Above Front Wheel (rec)	
			Qty, Air Coupling (s) - 1	
52	0060852		Cover, Weatherproof, for Recessed Kussmaul Air Inlet	1
			Color, Kussmaul Cover - b) red	
53	0615609		Fittings, Compression Type, Entire Apparatus, Single Rear Axle	1
54	0808515		Engine, Paccar MX, 510HP, 1850 lb-ftW/OBD, EPA 2027, Saber FR/Enforcer	1
55	0811409		Not Required, Engine Contingency Adjustment	1
56	0001244		High Idle w/Electronic Engine, Custom	1
57	0735687		Engine Brake, Fully Integrated, Paccar MX13 Engine	1
			Switch, Engine Brake - Paccar	
58	0644227		Clutch, Fan, Air Actuated, Saber FR/Enforcer	1
59	0640477		Air Intake, Metal Screen, Saber FR/Enforcer	1
60	0814375		Exhaust System, Horizontal, Right Side	1
			Exhaust, Diffuser - Aluminized Steel (Standard)	
			Exhaust, Material/Finish - Aluminized Steel (Standard)	
			Location, Diffuser Termination - 2.00" Past Rub Rail (Standard)	
			Tip, Exhaust - Straight Tip (Standard)	
61	0788765		Radiator, Saber FR/Enforcer	1
62	0001090		Cooling Hoses, Rubber	1
63	0545339		Fuel Tank, 65 Gallon, Left Side Fill, Stainless Steel	1
			Finish, Fuel Tank - Unpainted	
64	0001129		Lines, Fuel	1
65	0734655		DEF Tank, 7.3 Gallon, LS Fill, Under Cab, Paccar, Fill Dr, ENF	1
			Door, Material & Finish, DEF Tank - Painted	
			Latch, Door, Access - SouthCo C2 chrome raised	
66	0552793		Not Required, Fuel Priming Pump	1
67	0552712		Not Required, Shutoff Valve, Fuel Line	1
68	0699437		Cooler, Chassis Fuel, Not Req'd.	1
69	0690880		No Selection Required From This Category	1
70	0887546		Trans, Allison 6th Gen, 4000 EVS P, w/Prognostics, Imp/Vel/SFR/Enf	1
71	0625331		Transmission, Shifter, 6-Spd, Push Button, 4000 EVS	1
72	0684459		Transmission Oil Cooler, Modine, External	1
73	0801876		Fluid, 4000 Series Trans, Allison Approved TES-668 Synthetic, IPOS, Custom	1
74	0001375		Driveline, Spicer 1810	1
75	0734212		Steering, Dual Gear, TRW TAS-65, w/tilt, Paccar Pump w/ Cooler, Enf, Paccar	1
76	0605356		Steering Wheel, 4 Spoke without Controls, Saber FR/Enforcer	1
77	0690274		Logo/Emblem, on Dash	1
			Text, Row (1) One - Westfield	
			Text, Row (2) Two - Fire	
			Text, Row (3) Three - Department	
78	0606302		Bumper, 26" Extended, Polished S/S, Saber FR/Enforcer	1
79	0640193		Tray, Hose, Center, 26" Bumper, Outside Air Horns	1
			Grating, Bumper extension - Grating, Rubber	
			Capacity, Bumper Tray - 21) 150' of 1.75"	

Line	Option	Type	Option Description	Qty
80	0889683	SP	Hose Restraint, Bumper Tray, Velcro Straps, Side to Side	1
81	0663647		Tray, (1) Hose Right Side of Bumper Grating, Bumper extension - Grating, None Capacity, Bumper Tray - 27) 20' of 5.00"	1
82	0633453		Hose Restraint, Bumper Tray, Velcro Straps, Pair Qty, Pair - 01	1
83	0614646		No Lift & Tow Package, Imp/Vel, AXT, SFR/Enf	1
84	0002270		Tow Hooks, Chrome, Below Deck	1
85	0648332		Cab, Enforcer, 7010	1
86	0747442		Engine Tunnel, X12, MX13, Spray Insulation, Enforcer	1
87	0887601		Cab Insulation, Enforcer/Saber FR	1
88	0633594		Rear Wall, Interior, Adjustable Seating	1
89	0632103		Rear Wall, Exterior, Cab, Saber FR/Enforcer Material, Exterior Rear Wall - Aluminum Treadplate Full Coverage	1
90	0644201		Cab Lift, Elec/Hyd, Saber FR/Enforcer	1
91	0695930		Grille, Bright Finished, Front of Cab, Enforcer	1
92	0002224		Scuffplates, S/S At Cab Door Jambs, 4-Door Cab Material Trim/Scuffplate - c) S/S, Polished	1
93	0647932		Not Required, Trim, S/S Band, Across Cab Face, AXT/Saber/Enforcer	1
94	0087357		Molding, Chrome on Side of Cab	1
95	0521669		Mirrors, Retractable, West Coast Style, Htd/Rmt, w/Htd/Rmt Convex	1
96	0648172		Door, Full Height, Saber FR/Enforcer 4-Door Cab, Raised Roof Key Model, Cab Doors - 751 Cab, Exterior Door Handle, Finish - 4-Door, Chrome/Black	1
97	0655544		Door Panel, Painted Aluminum, Saber/Enforcer 4-Door Cab	1
98	0528958		Not Required, Controls, Electric Window, AXT, Saber, Enforcer	1
99	0633615		Steps, 4-Door Cab, Reduced Bottom Step, Saber FR/Enforcer Step Well Material - Aluminum Treadplate	1
100	0770200		Handrail, Exterior, Hansen, Knurled, Alum, LED Backlit, 4-Door Cab Color, Handrail Light - Red Control, Handrail Light - Parking Brake	1
101	0892638		Lights, Cab & Crw Cab Acs Stps, P25, LED w/Bezel, 6lts Color, Trim - Chrome Housing	1
102	0002141		Fenders, s/s on cab - Saber/Enforcer	1
103	0042105		No Windows, Side of Crew Cab	1
104	0012090		Not Required, Windows, Front/Side of raised roof	1
105	0779033		Not Required, Windows Rear of Crew Cab, Saber FR/Enforcer	1
106	0724439		Compt, 16.50 W x 25.50 H x 15 D, RS C/C, Dbl Pan, 70" SFR/Enf Light, Aux Cab Compartment - Not Required Finish, Cab Compt/Component - Spatter Gray Door, Cab Exterior Cabinet - Double Pan, Non-Locking Door, Exterior Stop - Web Strap	1
107	0894089		Dash, Heavy Duty Metal, Enforcer Material Finish, Metal Dash - Fire Smoke Gray	1
108	0607217		Mounting Provisions, 3/16" Alum, Full Engine Tunnel, Saber FR/Enforcer Mounting Provision Spacing - 1.50" Material Finish, Cab Interior - Painted	1
109	0750824		Cab Interior, Vinyl Headliner, Saber FR/Enforcer, CARE Color, Cab Interior Vinyl/Fabric - Endure Vinyl - Silver/Gray Engine Tunnel Cover - Painted Cab Interior Rear Wall Material - Painted Aluminum	1
110	0753903		Cab Interior, Paint Color, Saber FR/Enforcer Color, Cab Interior Paint - i) fire smoke gray	1
111	0052100		Floor, Rubber Padded, Cab & Crew Cab, Saber/Enforcer	1
112	0722696		HVAC, Standard-Duty, Enforcer, CARE HVAC System, Filter Access - Removable Panel Auxiliary Cab Heater - Both HVAC System, Control Loc. - Panel Position #12 Plenum Cover Material - Metal, Painted	1
113	0639675		Sun Visor, Smoked Lexan, AXT, Imp/Vel, SFR/Enf Sun Visor Retention - No Retention	1
114	0634328		Grab Handles, Driver and Officer Door Posts, SFR/Enf	1

Line	Option	Type	Option Description	Qty
115	0583938		Lights, Engine Compt, Custom, Auto Sw, WIn 3SC0CDCR, 3" LED, Trim Qty, - 01	1
116	0631830		Fluid Check Access, Saber FR/Enforcer, Arrow XT Latch, Door, Storage - Lift and Turn Latch, Flush	1
117	0828042		Side Roll and Frontal Impact Protection, SRS **	1
118	0622618		Seating Capacity, 5 Belted Seats	1
119	0736211		Seat, Driver, Bostrom, Sierra 550, Air Ride, High Back, Safety, PRIMARY, SFR/Enf Bostrom, Zip Clean Cover - (0) None	1
120	0632914		Seat, Officer, Bostrom 450, Fixed, SCBA, Safety, PRIMARY, SFR/Enf Bostrom, Zip Clean Cover - (0) None	1
121	0620420		Radio Compartment, Below Non-Air Ride Seat, Saber FR/Enforcer Latch, Door, Storage - Lift and Turn Latch, Flush	1
122	0747271	SP	Cabinet, Rear Facing, LS, 23 W x 43 H x 26.75 D, Roll, Blister, SFR/Enf Light, Short Cabinet - Pierce, Interior, Left Side Material Finish, Shelf - Painted - Cab Interior Shelf/Tray, Cabinet - (2) Shelves, Adjustable, 1.25" Up-Turned Lip Door, Cab Interior Cabinet - Rollup, Amdor, Anodized, Non-Locking Louvers, Cabinet - 0-No Louvers	1
123	0102783		Not Required, Seat, Rr Facing C/C, Center	1
124	0767370		Cabinet, Rear Facing, RS, 22 W x 43 H x 26.75 D, Roll, SFR/Enf Light, Short Cabinet - Pierce, Interior, Right Side Material Finish, Shelf - Painted - Cab Interior Shelf/Tray, Cabinet - (2) Shelves, Adjustable, 1.25" Up-Turned Lip Door, Cab Interior Cabinet - Rollup, Amdor, Anodized, Non-Locking Louvers, Cabinet - 0-No Louvers	1
125	0623849		Seat, Fwd Fcng C/C, LS Otrbd, Bostrom 400CT, SCBA, Safety, SECONDARY, SFR/Enf Bostrom, Zip Clean Cover - (0) None	1
126	0632599		Seat, Fwd Fcng C/C, Ctr, (1) Bostrom 400CT, SCBA, Safety, SECONDARY, SFR/Enf Bostrom, Zip Clean Cover - (0) None	1
127	0623840		Seat, Fwd Fcng C/C, RS Otrbd, Bostrom 400CT, SCBA, Safety, SECONDARY, SFR/Enf Bostrom, Zip Clean Cover - (0) None	1
128	0819860	SP	Cabinet, Rr Fcng, Top Eng Tnl, 43 W x 18 H x 14 D, Drp Dr, No Lt, Non-NFPA, SFR/Enf Material Finish, Shelf - Painted - Cab Interior Shelf/Tray, Cabinet - (0) None Door, Cab Interior Cabinet - Lap, Drop, Paddle, Non-Locking Louvers, Cabinet - 0-No Louvers	1
129	0042359		Upholstery, Seats In Cab, All Vinyl, Bostrom, CARE Color, Cab Interior Vinyl/Fabric - c) Black Qty, - 05	5
130	0543991		Bracket, Air Bottle, Hands-Free II, Cab Seats Qty, - 04	4
131	0603866		Seat Belt, Dual Retractor, ReadyReach, Saber FR/Enforcer Seat Belt Color - Red	1
132	0817557		Helmet Storage, Provided by Fire Department, NFPA/ULC 2024	1
133	0647647		Lights, Dome, FRP Dual LED 4 Lts Color, Dome Lt - Red & White Color, Dome Lt Bzl - Black Control, Dome Lt White - Door Switches and Lens Switch Control, Dome Lt Color - Lens Switch	1
134	0813183		Not Required, Enhanced Software for Cab and Crew Cab Dome Lts	1
135	0555812		Handlts, (2) Streamlight, Fire Vulcan, 44451 C4 LED, Tail lights, 12v, Orange Location, Lights - mount on top of cabinet on engine tunnel, match 39888	1
136	0567194	SP	Handlight, Streamlight, HID LiteBox, Model 45621, 12V, Black Qty, Lights - 01 Location, Lights - rearward atop engine tunnel see job 39888	1
137	0644187		Cab Instruments, Black Gauges, Black Bezels, Saber FR/Enforcer Emergency Switching - Individual Switches	1
138	0002544		Air Restriction Indicator - Pierce Chassis	1
139	0543751		Light, Do Not Move Apparatus Alarm, Do Not Move Truck - Pulsing Alarm	1
140	0637359		Not Required, Door Open Indicator w/Do Not Move Truck Light, Enf/Saber FR	1

Line	Option	Type	Option Description	Qty
141	0632738		Switching, Cab Instrument Lower Console & Overhead, Rocker, Enforcer	1
142	0802943		Wiper Control, 2-Speed with Intermittent, Wired to Prk Brk, Non-MUX,SFR/Enf	1
			Location, Wiper Control - Standard Location	
143	0834413		USB, Cab, 4, 12V DC, Dual USB Termination, Batt Dir. NFPA1900/ULC	1
			USB, Type - USB Combo A & C	
144	0763646		Vehicle Information Center, LCD On Gauge Cluster Only, Sab/Enf	1
			System Of Measurement - US Customary	
145	0734854		Collision Mitigation, Not Requested	1
146	0610240		Vehicle Data Recorder w/Seat Belt Monitor	1
147	0808297		Intercom, Firecom 5100D Single Radio, 1 Wireless Base Station, 1-5 Wireless, V2	1
			Location - overhead position 4	
148	0006240		Cable, Radio to Intercom Interface, Firecom, 1 Radio	1
			Radio, First Two-Way Make - Motorola Mid Power	
			Radio, First, Two-Way Model - Motorola APX 6500	
149	0838063		Headset, Firecom, Wireless, UHW-505.V2 Under Helmet, Radio Transmit	5
			Qty, - 05	
			Location, Headset - Driver Seat, Officer Seat, DS Outbrd, Fwrd Fcng	
			Seat, PS Outbrd, Fwrd Fcng Seat and Center Crew Cab Seat	
150	0819255		Hangers For Headsets, NFPA/ULC 2024, Each	5
			Qty, - 05	
			Location, Headset Hangers - Driver Seat, Officer Seat, DS Outbrd, Fwrd	
			Fcng Seat, PS Outbrd, Fwrd Fcng Seat and Rear, Center, Fwrd Fcng Seat	
151	0788871		Antenna Kit, External for Firecom Wireless	1
152	0687904		Antenna Mount, Custom Chassis, Cable Routed to Behind Officer Seat	1
			Location - above officer behind light bar on lower cab roof	
			Qty, - 01	
153	0808099		Camera, Pierce, 7" HD, R, Camera, AHD	1
			Color - 1) black	
			Location, Camera Monitor - Driver Side In Custom Dash	
154	0814831		Not Required, Camera Switcher	1
155	0624241		Electrical Power/Signal Protection & Control, Enforcer	1
156	0831839		Not Required, Prognostics, Electrical System	1
157	0624256		Electrical System, Enforcer Hard Wired	1
158	0079166		Batteries, (4) Stryten/Exide Grp 31, 950 CCA ea, Threaded Stud	1
159	0008621		Battery System, Single Start, All Custom Chassis	1
160	0002698		Battery Compartment, Saber/Enforcer	1
161	0641527		Battery Charger/Converter, Progressive Dynamics PD2180, 80 Amp	1
162	0814869		Location, Cab, Charger, Behind Driver Seat	1
163	0824443		Not Required, No Ind/Remote Display	1
164	0814971		Not Required, Location Ind/Remote	1
165	0811952		Not Required, Indicator/Remote Status	1
166	0824337		Not Required, Location Ind/Remote	1
167	0507624		Shoreline, 30A 120V, Kussmaul Auto Eject, 091-159-30-120, Super	1
			Qty, - 01	
			Color, Kussmaul Cover - b) red	
			Connection, Shoreline - battery charger & shoreline receptacles	
168	0026800		Shoreline Location	1
			Location, Shoreline(s) - DS Cab Side	
169	0036802		Sub Feed Breaker Box Cutler Hammer, For Shoreline	1
			Location, CB Panel - front wall of LS3 as high as possible	
170	0647728		Alternator, 430 amp, Delco Remy 55SI	1
171	0644176		Load Manager, Integrated In Electrical System, Saber FR/Enforcer	1
172	0783153		Headlights, Rect LED, JW Spkr Evo 2, AXT/Enf/Imp/Sab/Vel	1
			Color, Headlight Bez - Chrome Bezel	
173	0802935		Light, Directional, WIn M62T* LED, Cmn Bzl, Above Headlights, Sab/Enf	1
			Color, Lens, LED's - Clear	
			Color, Q Bezel and Trim - Polished Chrome	
			Flash Pattern, Directional Lts - Sequence (Slow) to Solid - Steady On	
174	0620054		Light, Directional/Marker, Intermediate, Weldon 9186-8580-29 LED 2lts	1
175	0647802		Lights, Clearance/Marker/ID, Front, P25 LED 5 Lts, Saber FR/Enforcer	1
176	0647899		Lights, Directional/Marker, Cab Front Side, Weldon 9186-8580-29 LED, Sab/Enf	1
177	0627282		Lights, Clearance/Marker/ID, Rear, FRP LED Bar & P25 LED 4Lts	1

Line	Option	Type	Option Description	Qty
178	0804514		Lights, Tail, WIn M62BTT* Red Stop/Tail & M62T* Amber Dir Arw For Hsg Color, Lens, LED's - Clear Flash Pattern, Directional Lts - Sequence (Slow) to Solid - Steady On	1
179	0806466		Lights, Backup, WIn M62BU, LED, For Tail Lt Housing	1
180	0889577		Bracket, License Plate & Light, P25 LED, Stainless Brkt Color, Trim - Chrome Housing	1
181	0556842		Bezels, WIn, (2) M6 Chrome Pierce, For mtg (4) WIn M6 lights	1
182	0589905		Alarm, Back-up Warning, PRECO 1040	1
183	0817254		Lights, Perimeter Cab, Amdor AY-LB-12HW0** LED 4Dr **	1
184	0769572		Lights, Perimeter Pump House, Amdor AY-LB-12HW020 LED 2lts	1
185	0770056		Lights, Perimeter Body, Amdor AY-LB-12HW020 LED 2lts, Rear Step Control, Perimeter Lts - Parking Brake Applied	1
186	0814230		Not Required, Enhanced Software for Perimeter Lts	1
187	0556360		Lights, Step, P25 LED 4lts, Pump Pnl Sw	1
188	0776357		Light, Visor, WIn, 12V P*H2* Pioneer, Cnt Feature, 1st Qty, - 01 Location, driver's/passenger's/center - Centered Color, WIn Lt Housing - Black Paint Control, Scene Lts - Cab Sw Panel DS Scene Light Optics - Flood/Spot	1
189	0768059		Lights, WIn, PCPSM2* Pioneer, 12 VDC, 2nd Location - passenger side between cab and crew cab doors Qty, - 01 Color, WIn Lt Housing - Black Cover Control, Scene Lts - PS Scene Lts	1
190	0768061		Lights, WIn, PCPSM2* Pioneer, 12 VDC, 1st Location - driver side between cab and crew cab door Qty, - 01 Color, WIn Lt Housing - Black Cover Control, Scene Lts - DS Scene Lts	1
191	0773358		Lights, HiViz FT-B-46-* LED, 2nd Location - passenger side hose suction tray see job 38446 Qty, - 01 Control, Scene Lts - Cab Sw Panel DS and Pump Panel Sw LS Color, Lt Housing HiViz - Black	1
192	0773362		Lights, HiViz FT-B-46-* LED, 1st Location - driver side hose bed side sheet Qty, - 01 Control, Scene Lts - Cab Sw Panel DS and Pump Panel Sw LS Color, Lt Housing HiViz - Black	1
193	0645675		Lights, Not Required, Hose Bed, Alt. Pole Lights On Back Of Cab/In Pump House	1
194	0634683		Light, Front Of Hose Bed, 36" LED Light Strips Qty, - 01 Control, Hose Bed Lts - Parking Brake	1
195	0832024		Lights, Rear Scene, WIn, PFBP12* LED, 2Lts Control, Rear Scene Lts - Body Switch, DS Rear Bulkhead Color, Lt Housing - Chrome	1
196	0709438		Lights, Walk Surf, FRP Flood, LED	1
197	0060016		Pumper, Long, Aluminum, 2nd Gen	1
198	0554271		Body Skirt Height, 20"	1
199	0766382	SP	Tank, Water, 650 Gallon, Poly, Long, New York Style	1
200	0003405		Overflow, 4.00" Water Tank, Poly	1
201	0028107		Not Required, Foam Cell Modification	1
202	0010011		Fill Dome Special Location Location, Tank Dome - driver side front corner, see approval drawing, cover to hinge toward center of truck	1
203	0635329		Modified Poly Tank & Cradle, Ext'd To Rear, Pumper	1
204	0553725		Restraint, Water Tank, Heavy Duty, Special Type Tank, 4x4, or Export	1
205	0003429		Not Required, Direct Tank Fill	1
206	0003424		Not Required, Dump Valve	1
207	0048710		Not Required, Jet Assist	1
208	0030007		Not Required, Dump Valve Chute	1
209	0514778		Not Required, Switch, Tank Dump Master	1

Line	Option	Type	Option Description	Qty
210	0618241		Hose Bed, Aluminum, Pumper, New York Style	1
			Material Trim/Scuffplate - b) S/S, Brushed	
211	0723545		Unpainted/Dual Action Finished Aluminum Hose Bed, 2G Pumper/Tankers	1
212	0003481		Hose Bed Capacity, Special	1
			Capacity, Hose Bed - 400'-1.75" DJ, 300'-3.0" DJ, 200'-2.25" DJ, 1000-5.0" DJ, 400'-1.75" DJ	
213	0083488		Divider, Hose Bed, .25" Unpainted	4
			Qty, Hose Bed Dividers - 4	
214	0807329		Hose Restraint, Hose Bed, Vinyl, Top	1
			Color, Vinyl Cover - c) black	
			Fastener, Top Restraint, Front - Awning Rail (Aluminum Retainer)	
			Fastener, Top Restraint, Sides - Bungee Cord and Hook	
215	0807338		Hose Restraint, Hose Bed, Vinyl, Rear	1
			Vinyl Flap Weight - Lead Shot Weighted	
			Fastener, Rear Restraint, Bottom - Seat Belt Buckle (hinged)	
216	0055675		Cross-Divider, Hose Bed, "L" Shaped	1
			Qty, - 1	
			Fill in Blank - around water fill dome	
			Material Finish - Unpainted	
217	0058070		Hose Bed Divider Connected to Upper Rear Handrail	1
218	0013512		Running Boards, 12.75" Deep	1
219	0681766		Tailboard, 16" Deep, Full Width, Extended Substructure, Angled Corners	1
220	0815881		Wall, Rear, Smooth Aluminum/Body Material, Flush Rear Wall	1
221	0889214		Tow Eyes, w/Tow Bar, 2G Pumper **	1
222	0895820		Construction, Compt, Alum, 2G Pumper	1
223	0063662		LS 161" Rollup, Full Height Compts, FDLER	1
224	0063668		RS 161" Rollup, Low Compts, FDLER	1
225	0594005		Doors, Rollup, Amdor, Side Compartments	5
			Qty, Door Accessory - 05	
			Color, Roll-up Door - AMDOR Painted to Match Lower Body	
			Latch, Roll-up Door - Non-Locking Liftbar	
226	0013668		Rear, Double Door, 30.75" F-F, 25.88" D	1
227	0073910		Doors, Lap w/"D" Handles-Rear Compt	1
228	0554995		No Body Modification Required	1
229	0625184		Guard, Drip Pan, S/S, Rollup Door, Pumper	5
			Qty, Door Accessory - 05	
			Location, Door Guard/Drip Pan - LS1, LS2, LS3, RS1 and RS2	
230	0611794		Trim, Rollup Door, Painted Door Color, Amdor	5
			Location, Door Accessory - five body doors	
			Qty, - 05	
231	0616670		Lights, Compt, Pierce LED, Dual Light Strips, Each Side of Door, Pumper/Tanker	6
			Qty, - 06	
			Location, Compartment Lights - All Body Compts	
232	0687146		Shelf Tracks, Painted	5
			Qty, Shelf Track - 05	
			Location, Shelf Track - LS1, LS3, RS1, RS2 and B1	
233	0600350		Shelves, Adj, 500 lb Capacity, Full Width/Depth, Predefined Locations	5
			Qty, Shelf - 05	
			Material Finish, Shelf - Painted - Spatter Gray	
			Location, Shelves/Trays, Predefined - LS1-Transition Point, RS1-Centered, RS2-Upper Third, B1-Centered and LS3-Transition Point	
234	0726441		Partition, Trans Rear Compt	2
			Qty, Partition - 02	
			Location, Partition - c) both sides	
			Material Finish, Partition - Painted - Spatter Gray	
235	0009729		Pac Trac, Installed on Compartment Walls	3
			Location - LS 2 compartment, LS 3 compartment upper and LS1 compartment upper	
			Qty, Comp. Accessory - 03	
236	0004016		Rub Rail, Aluminum Extruded, Side of Body	1
237	0784811		Fender Crowns, Rear, Stainless, w/Removable Liner	1
			Material Finish, Fender Liner - Painted Aluminum Lower Body	
238	0816944		Hose, Hard Suction, Provided by Fire Department, NFPA/ULC 2024	2
			Qty, Hard Suction Hose - 2	

Line	Option	Type	Option Description	Qty
238			Length, Hard Suction Hose, Predefined - 10 Diameter, Hard Suction Hose - 6.00" Type of Hose Ends, Coupling, HSH - Rocker Lug and Long Handle	
239	0612957		Trough, HSH, (1), Side Sheet Mount Qty, - 01 Location, Hose Trough/Compartment - i) above ladders RS Trough, Material - Alum - Painted Trough, Latch Type - clamps	1
240	0612955		Trough, HSH, (1), Compartment Top Mount Qty, - 01 Location, Hose Trough/Compartment - a) left side Trough, Material - Alum - Painted Trough, Latch Type - clamps	1
241	0626229		Handrails, Side Pump Panels, Per Print	1
242	0004126		Handrails, Beavertail, Standard	1
243	0014136		Handrails, Rear, (2), (1) Above and (1) Below Hose Bed Reinforcement, Hose Bed Divider - Tied to Upper Handrail/Crossbar	1
244	0657522		Compt, Air Bottle, Triple, Fender Panel Qty, Air Bottle Comp - 2 Door Finish, Fender Compt - Polished Location, Fender Compt - Triple - RS Fwd and Triple - RS Rear Latch, Air Bottle Compt - Southco C2 Chrome Raised Insert, Air Bottle Compt - Rubber Matting	2
245	0657651		Compt, Air Bottle, Double, Fender Panel Qty, Air Bottle Comp - 2 Door Finish, Fender Compt - Polished Location, Fender Compt - Double - LS Fwd and Double - LS Rear Latch, Air Bottle Compt - Southco C2 Chrome Raised Insert, Air Bottle Compt - Rubber Matting	2
246	0004224		Ladder, 28' Duo-Safety 1200-A 2-Sect	1
247	0024232		Ladder, 16' Duo-Safety 875A Roof Qty, - 1	1
248	0004300		Brackets, Adjustable, RS	1
249	0733387		Ladder, 10' Duo-Safety Folding 585A	1
250	0761352		Trough, Folding Ladder, Behind Ladders on Ladder Brackets	1
251	0636805		Pike Pole, 10' Fire Hooks Unlimited, New York Roof Hook, Steel, RH-10, Pry End Qty, - 01	1
252	0685804		Pike Pole, 6' Fire Hooks Unlimited, New York Roof Hook, Ram Knob End, RH-6 Qty, - 01	1
253	0004361		Tubes, Alum, Pike Pole Storage Qty, Pike Pole Tubes - 02 Location, Pike Pole Tube - Behind Ladders on Side Sheet - PS	2
254	0785103		Steps, Folding, Front of Body, Cargo Bed Access, Eberhard Location, Steps - Full Height Left Side, Eberhard	1
255	0004382		Steps, Folding, Rear of Body, Eberhard	1
256	0004390		Step, Folding - Extra, Body Only, Eberhard Qty, Folding Step - 02 Location, Additional Step - rear body bulkhead	2
257	0019940		Step, Special Width, Rear Of Body, 8.00"	1
258	0007545		Pump House, Side Control, 45", Control Zone	1
259	0035501		Pump House Structure, Std Height	1
260	0004425		Pump, Waterous, CSU, 1500 GPM, Single Stage	1
261	0004481		Seal, Grafoil, Waterous	1
262	0816447		Trans, Pump, Waterous C22 Series	1
263	0635600		Pumping Mode, Stationary Only	1
264	0605126		Pump Shift, Air Mnl Override, Split Shaft, Interlocked, Waterous	1
265	0003148		Transmission Lock-up, EVS	1
266	0004547		Auxiliary Cooling System	1
267	0014486		Not Required, Transfer Valve, Single Stage Pump	1
268	0746511		Valve, Relief Intake, TFT Pressure Setting - 150 psig	1
269	0004525		Valve, Pump Relief w/ Indicator Lights, Waterous	1

Line	Option	Type	Option Description	Qty
270	0672564		Primer, Trident, Air Prime, Air Operated,w/ (1) Addl Priming Valve, Automatic Inlet Extra Primer - Front Inlet	1
271	0004457		Air Blowout, Plumbed to Pump	1
272	0658361		Thermal Relief Valve, OPM, w/Red Warning Light and Audible Alarm, Waterous Pump Location, Thermal Relief Discharge - Ground	1
273	0780364		Manuals, Pump, (2) Total, Electronic Copies	1
274	0602512		Plumbing, Stainless Steel and Hose, Single Stage Pump, Control Zone	1
275	0089437		Plumbing Without Foam System	1
276	0004645		Inlets, 6.00" - 1250 GPM or Larger Pump	1
277	0014650		Pump Suction Tube(s), Short, All	1
278	0836897		Valve, Ball Intake, TFT, AXE Series Location, Main Inlet Valve - RC on Right Side, Manual on Left Relief Valve, Ball Intake - Standard BIV, TFT, Jumbo, AXE Series - 5.0" NHM RIGID X 6.0" NHF with top right crank and Electric 5.0" STORZ RIGID X 6.0" NHF	1
279	0004646		Cap, Main Pump Inlet, Long Handle, NST, VLH	1
280	0084610		Valves, Akron 8000 series- All	1
281	0016158		Valve, Inlet(s) Recessed, Side Cntrl, "Control Zone" Qty, Inlets - 1	1
282	0004700		Control, Inlet, at Valve	1
283	0004660		Inlet (1), Left Side, 2.50"	1
284	0029147		Not Required, Inlet, Right Side	1
285	0034720		Anode, Zinc, Pair, Pump Inlets	1
286	0897257		Inlet, 4" to 6" Front, 5" Plumbing, w/Bleeder Valve, Top of Bumper Inlet, Size - Five Drain, Suction - T Swing Handle Inlet, Front, Valve - Bray 5.00" Inlet, Front, Plumbing - Stainless Steel	1
287	0838034		Control, Front Inlet, Akron 9343 Elec Controller, w/Override, Access Door **	1
288	0737987		Valve, Relief Intake, Front Inlet, TFT Pressure Setting - 150 psig	1
289	0732444		Swivel, Front Inlet, 4.00" to 6.00", w/Drain Inlet, Size - 6.00" inlet Inlet Bleeder - Petcock/Snubber Style Bleeder Finish, Front Inlet Elbow/Adapter - Chrome	1
290	0004788		Cap, Front Inlet, Long Handle, VLH	1
291	0092569		No Rear Inlet (Large Dia) Requested	1
292	0064116		No Rear Inlet Actuation Required	1
293	0092696		Not Required, Cap, Rear Inlet	1
294	0009648		No Rear Intake Relief Valve Required on Rear Inlet	1
295	0638634		Elbow, Front Inlet, 6" (FNST) x 5" Storz, w/ Storz Cap	1
296	0092568		No Rear Auxiliary Inlet Requested	1
297	0723049		Valve, .75" Bleeder, Aux. Side Inlet, "T" Swing Handle	1
298	0029043		Tank to Pump, (1) 3.00" Valve, 3.00" Plumbing	1
299	0004905		Outlet, Tank Fill, 1.50"	1
300	0062133		Control, Outlets, Manual, Pierce HW if applicable	1
301	0004940		Outlet, Left Side, 2.50" Qty, Discharges - 02	2
302	0005091		Elbow, Left Side Outlets, 45 Degree, 2.50" FNST x 2.50" MNST, VLH	1
303	0092570		Not Required, Outlets, Left Side Additional	1
304	0035094		Not Required, Elbow, Left Side Outlets, Additional	1
305	0004945		Outlet, Right Side, 2.50" Qty, Discharges - 01	1
306	0025091		Elbow, Right Side Outlets, 45 Degree, 2.50" FNST x 2.50" MNST, VLH	1
307	0092571		Not Required, Outlets, Right Side Additional	1
308	0089584		Not Required, Elbow, Right Side Outlets, Additional	1
309	0816625		Outlet, Large Diameter, Right Side, Akron Valve Outlet, Large Diameter, Plumbing - 4.00" Outlet, Large Diameter, NST Adapter - 4.00" MNST	1
310	0005097		Outlet, Large Diameter, Valve Actuation - Pierce large handwheel Elbow, Large Dia Outlet, 30 Deg, 4.00" FNST x 5.00" Storz Qty, - 01	1

Line	Option	Type	Option Description	Qty
311	0649939		Outlet, Front, 1.50" w/2" Plumbing Fitting, Outlet - 1.50" NST with 90 degree swivel Drain, Front Outlet - Class 1 Quarter Turn Round Handle Location, Front, Single - move the elbow to the left half way from center	1
312	0004995		Outlet, Rear, 2.50" Qty, Discharges - 02 Location, Outlet - c) one (1) each side	2
313	0045091		Elbow, Rear Outlets, 45 Degree, 2.50" FNST x 2.50" MNST, VLH	1
314	0092574		Not Required, Outlet, Rear, Additional	1
315	0085695		Not Required, Elbow, Rear Outlets, Large, Additional	1
316	0092573		Not Required, Outlet, Hose Bed/Running Board Tray	1
317	0752097		Caps/Plugs for 1.00" to 3.00" Discharges/Inlets, Chain	1
318	0723042		Valve, 0.75" Bleeder, Discharges, "T" Swing Handle	1
319	0005080		Reducer, 2.50" FNST x 1.50" MNST, w/Cap Qty, Adapter for Outlets - 05 Location, Adapter(s) - (2) left side pp, (1) right side pp and (2) rear discharges	5
320	0840344	SP	Outlet, 3.00" Deluge Riser, Dual Akron 9327 Electric Control	1
321	0770359		No Monitor Requested, Customer/Dealer Furnished and Installed Fill in Blank - TFT Radius	1
322	0029304		No Nozzle Req'd	1
323	0005070		Deluge Mount, NPT	1
324	0723726		Speedlay Module Not Required	1
325	0722432		Hose Restraint Not Required, No Speedlay Module	1
326	0723395		Speedlays, Not Required	1
327	0723394		Speedlays, Not Required	1
328	0025140		Not Required, 1.50" Crosslays	1
329	0092183		Deadlay(s) No Plumbing, Spl Capacity, Capacity, Special Xlay - 200' of 2" DJ 11" clear opening Qty, Deadlays - 1	1
330	0500535		Not Required, Hose Restraint, Crosslay	1
331	0029260		Not Required, Speedlays	1
332	0750536		Hose Restr, Spdly, Not Required, No Spdly	1
333	0747170		Cover, Crosslay, Hinged Alum Treadplate, Vinyl Flaps on Sides, Cords Color, Vinyl Cover - c) black	1
334	0044333		Not Required, Foam System	1
335	0012126		Not Required, CAF Compressor	1
336	0552517		Not Required, Refill, Foam Tank	1
337	0042573		Not Required, Foam System Demonstration	1
338	0045465		Not Required, Foam Tanks	1
339	0091110		Not Required, Foam Tank Drain	1
340	0091079		Not Required, Foam Tank #2	1
341	0091112		Not Required, Foam Tank #2 Drain	1
342	0746447		Approval Dwg, All Pump Panel(s), Includes Color And Label Tags Num Of Truck(s) or Sim Unit, ALL Pump Pnl, Dwg - 39888	1
343	0032479		Pump Panel Configuration, Control Zone	1
344	0635355		Material, Pump Panels, Side Control Painted FormCoat Black Material Finish, Pump Panel, Side Control - Painted FormCoat Black Material, Pump Panel, Side Control - Aluminum	1
345	0721765		Panel, Pump Access - Right Side Only, Side Control Latch, Pump Panel Access, Side Mount - Swell Latch, Black	1
346	0583824		Light, Pump Compt, W/In 3SC0CDCR LED White Qty, - 01	1
347	0005599		Gauges, (5), Engine - Pump Panel	1
348	0737698		Throttle, Engine, Class 1, Twister	1
349	0739224		Indicator Light @ Pump Panel, Throttle Ready, Incl w/Pressure Gov/Throttle, Green	1
350	0007541		Indicator Lights @ Pump Panel, Electronic Engines	1
351	0745568		Indicator Light, Pump Panel, Ok To Pump, Green	1
352	0553643		Control, Air Horn at Pmp Pnl, Red Switch, Momentary	1
353	0081262		Drains, RS, Keep Area Under Main Inlet Clear	1
354	0066121		Drains, LS, Keep Area Under Main Inlet Clear	1
355	0511078		Gauges, 4.00" Master, Class 1, 30"-0-600psi	1

Line	Option	Type	Option Description	Qty
356	0511100		Gauge, 2.00" Pressure, Class 1, 30"-0-400psi	1
357	0757359		Gauge, Water Level, Class 1, Pierce Std, Remote Module Driver	1
			Activation, Water Level G - pb) parking brake is applied	
358	0750438		Water Level Gauge, WIn PSTANK2, LED 1-Light, 4-Level	2
			Qty, - 02	
			Activation, Water Level G - pb) parking brake is applied	
			Location, Water Level Gauge, Multi-Select - Each Side Custom Cab	
			Color, Trim - Chrome Trim	
359	0006774		Not Required, Foam Level Gauge	1
360	0682503		Light Shield/Step 8", LED, P25 LED Stp Lt	1
361	0837187		Air Horns, (2) Grover Stuttertone, 6" Round, In Bumper	1
			Finish, Air Horns - Grover, Chrome	
362	0606834		Location, Air Horns, Bumper, Each Side, Outside Frame, (Pos #2 & #6)	1
363	0757092		Control, Air Horn, Multi Select	1
364	0757084		Control, Air Horn, Horn Ring	1
365	0757076		Control, Air Horn, Lanyard, RS	1
			Lanyard - Nylon Rope	
366	0525667		Siren, WIn 295SLSA1, 100 or 200 Watt	1
367	0790527		Location, Electronic Siren, Center Dash Switch Panel, Saber FR, Enf	1
			Location, Electronic Siren - Switch Panel # 14	
368	0076156		Control, Elec Siren, Head Only	1
369	0601304		Speaker, (2) WIn, SA315P, w/Pierce Polished Stainless Steel Grille, 100 watt	1
			Connection, Speaker - siren head	
370	0601559		Location, Speaker, Frt Bumper, Recessed, Each Side, Inside Frame (Pos 3 & 5)	1
371	0895310		Siren, Federal Q2B	1
			Finish, Q2B Siren - Chrome	
372	0006095		Siren, Mechanical, Mounted Above Deckplate	1
			Location, Siren, Mech - a) Left	
373	0748305		Control, Mech Siren, Multi Select	1
374	0748282		Control Mech Siren, Ft Sw LS	1
375	0748281		Control Mech Siren, Ft Sw RS	1
376	0740392		Sw, Siren Brake, Momentary Red, RS Overhead Sw Pnl	1
377	0740834		Sw, Siren Brake, Momentary Red, LS Overhead Sw Pnl	1
378	0746353		Not Required, Warning Lights Intensity	1
379	0607632		Lightbar, WIn, Freedom IV-Q, 81", RRRRWRRROptRRRWRRRR	1
			Opticom Priority - b) High	
			Opticom Activation - Cab Switch & E-Master	
			Momentary Opticom Activation - No Activation	
			Filter, Whl Freedom Ltbrs - No Filters	
380	0016380		No Additional Lights Req'd, Side Zone Upper	1
381	0630104		Lights, Front Zone, WIn 6RB** LED, In Common Bezel	1
			Color, Lens, LED's - c)clear	
			Color, Lt DS Front - Red	
			Color, Lt PS Front - Red	
382	0653937		Flasher, Headlight Alternating	1
			Headlt flash deactivation - a)w/high beam	
383	0540692		Lights, Side Zone Lower, WIn M6*C LED, Clear Lens, 3pr, Ovr 25	1
			Location, Lights Front Side - b)each side bumper	
			Color, Lt Side Front - Red	
			Color, Lt Side Middle - Red	
			Color, Lt Side Rear - Red	
			Location, Lights Mid Side - Rearward of Crew Cab Doors	
			Location, Lights Rear Side - Over Rear Wheels	
384	0564655		Lights, Rear Zn Lwr, WIn M6*C LED, Clear Lens, For Tail Lt Housing	1
			Color, Lt DS Rear - r) DS Rear Lt Red	
			Color, Lt PS Rear - r) PS Rear Lt Red	
385	0648410		Light, Rear Zone Up, WIn Rota-Beam R316RF LED Beacon, Red LED, Clear Lens	1
386	0006551		Not Required, Lights, Rear Upper Zone Blocking	1
387	0016621		Mtg, Rear Warn Lts, LS Compt Top, RS S/S Low Mt	1
388	0780267		Receptacle, 15/20A 120V 3-Pr 3-Wr SB Dup, GFI, Interior Cab	1
			Qty, - 01	
			Location 1 - in cabinet behind officer seat, match 39888	
			AC Power Source - Shoreline	

Line	Option	Type	Option Description	Qty
388			Cover, Receptacle - Interior SS Wall Plate(s)	
389	0779722		Receptacle, 15/20A 120V 3-Pr 3-Wr, NEMA 5-20R SB Dup, 1st, Interior Body	1
			Qty, - 01	
			Location 1 - RS2 compartment forward lower wall, match 39888	
			AC Power Source - Shoreline	
			Cover, Receptacle - Interior SS Wall Plate(s)	
390	0519934		Not Required, Brand, Hydraulic Tool System	1
391	0649753		Not Required, PTO Driven Hydraulic Tool System	1
392	0007150		Bag of Nuts and Bolts	1
			Qty, Bag Nuts and Bolts - 1	
393	0816508		NFPA Required Loose Equipment, Pumper, NFPA/ULC 2024, Provided by Fire Dept	1
394	0816941		Soft Suction Hose, Provided by Fire Department, NFPA/ULC 2024	1
395	0821565		Strainer, Provided by Fire Department, Pumper NFPA/ULC 2024 Classification	1
396	0817018		Not Required, Extinguisher, Dry Chemical, Fire Department Omits, NFPA 2024	1
397	0820493		Not Required, Extinguisher, 2.5 Gal, Fire Department Omits, NFPA/ULC 2024	1
398	0820494		Not Required, Axe, Flathead, Fire Department Omits, NFPA/ULC 2024	1
399	0820495		Not Required, Axe, Pickhead, Fire Department Omits, NFPA/ULC 2024	1
400	0741569		Paint Process / Environmental Requirements, Appleton	1
401	0709567		Paint, Single Color, Enforcer	1
			Paint Color, Cab - #90 Red	
402	0709845		Paint, Single Color, Body	1
			Paint, Body - Match Lower Cab	
403	0646901		Paint Chassis Frame Assy, With Liner, E-Coat, Standard	1
			Paint Color, Frame Assembly, Predefined - Lower Job Color	
404	0693797		No Paint Required, Aluminum Front Wheels	1
405	0693792		No Paint Required, Aluminum Rear Wheels	1
406	0733739		Paint, Axle Hubs	1
			Paint, Axle Hub - Lower Job Color	
407	0007230		Compartment, Painted, Spatter Gray	1
408	0821963		Reflective Band, Provided by Fire Department, NFPA 2024	1
409	0839855		Reflective Band Across Cab Face, Provided by Dealer, NFPA 2024	1
410	0822186		Stripe, Chevron, Rear, Diamond Grade and Scotchlite, NFPA/ULC 2024, Pumper	1
			Color, Reflect Band - A - e) black	
			Color, Chevron DG - Red 983-72	
411	0065687		Stripe, Reflective, Cab Doors Interior	1
			Color, Reflective - a) white	
412	0027286		Not Required, Lettering Specs	1
413	0007472		[Lettering not Requested]	1
414	0002838		Undercoating, Cab & Body, Ziebart	1
415	0772003		Manual, Fire Apparatus Parts, USB Flash Drive, Custom	1
			Qty, - 01	
416	0772037		Manual, Chassis Service, USB Flash Drive, Custom	1
			Qty, - 01	
417	0773381		Manual, Chassis Operation, (1) USB Flash Drive, Custom, English	1
418	0030008		Warranty, Basic, 1 Year, Apparatus, WA0008	1
419	0735523		Warranty, Engine, Paccar MX13, 5 Year, WA0386	1
420	0684952		Warranty, Steering Gear, TRW Ross TAS, 1 Year WA0202	1
421	0596017		Warranty, Frame, 50 Year, Custom Chassis, WA0013	1
422	0610471		Warranty, Axle, Eaton/Dana, 5 Year/100,000 Mile, Parts and Labor	1
423	0733306		Warranty, Single Axle, 5 Year, Meritor, General Service, WA0384	1
424	0652758		Warranty, ABS Brake System, 3 Year, Meritor Wabco, WA0232	1
425	0019914		Warranty, Structure, 10 Year, Custom Cab, WA0012	1
426	0744240		Warranty, Paint, 10 Year, Cab, Pro-Rate, WA0055	1
427	0695416		Warranty, Pierce Camera System, WA0188	1
428	0647720		Warranty, Pierce LED Strip Lights, WA0203	1
429	0046369		Warranty, 5-year EVS Transmission, Standard Custom, WA0187	1
430	0685945		Warranty, Transmission Cooler, WA0216	1
431	0688798		Warranty, Water Tank, Lifetime, UPF, Poly Tank, WA0195	1
432	0596025		Warranty, Structure, 10 Year, Body, WA0009	1
433	0693126		Warranty, AMDOR, Roll-up Door, 10 Year/5 Year Painted, WA0185	1
434	0734463		Warranty, Pump, Waterous, 7 Year Parts, WA0382	1

Line	Option	Type	Option Description	Qty
435	0648675		Warranty, 10 Year S/S Pumbing, WA0035	1
436	0641372		Warranty, Foam System, Not Available	1
437	0595820		Warranty, Paint, 10 Year, Body, Pro-Rate, WA0057	1
438	0593921		Not Required, Warranty, No Lettering	1
439	0819254		Certification, Vehicle Stability, CD0196	1
440	0808565		Certification, Engine Installation, Enf, Paccar MX, 2027	1
441	0686786		Certification, Power Steering, CD0098	1
442	0892691		Certification, Cab Integrity, Saber FR/Enforcer, CD0189	1
443	0631973		Certification, Cab Door Durability, Saber FR/Enforcer, CD0137	1
444	0631978		Certification, Windshield Wiper Durability, Saber FR/Enforcer, CD0132	1
445	0556828		Certification, Electric Window, Not Available	1
446	0631977		Certification, Seat Belt Anchors and Mounting, Saber FR/Enforcer, CD0134	1
447	0735949		Certification, Cab HVAC System Performance, SFR/Enf, CD0165/CD0167/CD0174/CD0175	1
448	0545073		Amp Draw Report, NFPA Current Edition	1
449	0002758		Amp Draw, NFPA/ULC Radio Allowance	1
450	0799248		Appleton/Florida BTO	1
451	0000018		PUMPER, 2ND GEN	1
452	0000012		PIERCE CHASSIS	1
453	0735525		PACCAR MX13 ENGINE	1
454	0046396		EVS 4000 Series TRANSMISSION	1
455	0020011		WATEROUS PUMP	1
456	0020009		POLY TANK	1
457	0028047		NO FOAM SYSTEM	1
458	0020006		SIDE CONTROL	1
459	0020007		AKRON VALVES	1
460	0020014		FRONT SUCTION	1
461	0020015		ABS SYSTEM	1
462	0658751		PUMPER BASE	1

**EXHIBIT C - PROPOSAL**

**SEE PROPOSAL FOR Bid Number 1668 Dated March 11, 2026.**

March 11, 2026

Chief Rob Gaylor  
City of Westfield  
17001 Ditch Road  
Westfield, IN 46074

Subject: **Proposal for one (1) Pierce Enforcer Pumper  
Proposal / Bid 1668**

Dear Chief Gaylor,

With regard to the above subject, please find attached our completed proposal. Pricing, is as follows, including 100% prepay option.

**Pricing Summary:**

Sale Price – **\$1,099,800.00\***  
*\*Sourcewell Consortium Pricing, Member ID 42698.*

**100% Performance Bond:**

Included in the above sale price.

**100% Prepayment Option:**

Should the City of Westfield elect to make 100% prepayment thirty (30) days from contract signing, a discount of (**\$68,669.00**) can be subtracted from the above "Sale Price" resulting in a revised contract price of **\$1,031,131.00**.

**Terms and Conditions:**

Taxes – Not Applicable

Freight – F.O.B. – Appleton, WI / Shipping to Westfield, IN

Terms – Net due prior to vehicle(s) release at the Pierce Manufacturing Plant (Appleton, WI). Net due thirty (30) days from Contract signing for **Prepay discount** to be applicable.

Delivery\* – 28 - 31 months from receipt and acceptance of contract.

*\*Due to global supply chain constraints, any delivery date contained herein is a good faith estimate as of the date of this order/contract, and merely an approximation based on current information. Delivery updates will be made available, and a final firm delivery date will be provided as soon as possible.*

Said apparatus and equipment are to be built and shipped in accordance with the specifications hereto attached, delays due to strikes, war, or international conflicts, or other causes beyond our control not preventing, could alter the delivery schedule.

The specifications herein contained, shall form a part of the final contract, and are subject to changes as desired by the purchaser, provided such changes are acknowledged and agreed to in writing by the purchaser.

Various state or federal regulation agencies (e.g., NFPA, DOT, EPA) may require changes to the Specifications and/or the Product and in any such event any resulting cost increases incurred to comply therewith will be added to the Purchase Price to be paid by the Customer. Any future drive train upgrades (engine, transmission, axles, etc.) or any other specification changes have not been calculated into our annual increases and will be provided at additional cost. The Company reserves the right to update pricing in response to manufacturer-imposed increases as a result of PPI inflation. The Company will document and itemize any such price increase for the Customer's review and approval before proceeding. Should the customer choose not to accept the pricing update, the customer has the ability to cancel without penalty.

This proposal for fire apparatus conforms with all Federal Department of Transportation (DOT) rules and regulations in effect at the time of bid, and with all National Fire Protection Association (NFPA) Guidelines for Automotive Fire Apparatus as published at the time of bid, except as modified by customer specifications.

The attached proposal is valid for thirty (30) days.

We trust the above and the enclosed to be full and complete at this time; however, should you have any questions or require additional information, please do not hesitate to contact me at 317-557-2727 or [garry.davis@macqueengroup.com](mailto:garry.davis@macqueengroup.com).

We wish to thank the City of Westfield for the opportunity to submit our proposal.

Respectfully,

*Garry Davis*

Garry Davis  
Apparatus Sales  
MacQueen Equipment LLC  
DBA MacQueen Emergency Group

# Memo

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DATE: April 22<sup>nd</sup>, 2026

RE: Westfield Fire Department's Special Purchase of Pierce Enforcer Pumper

Contractor Name: MacQueen Equipment, LLC

Amount and type of contract: Purchase contract for vehicle; \$1,099,800.00

Description of supplies purchased: One (1) Pierce Enforcer Pumper

Written Determination for Basis:

Pursuant to Ind. Code § 5-22-10-3, this special purchase is for One (1) Pierce Enforcer Pumper ("Engine"). The Engine was procured via the Source Well purchasing program, pursuant to Ind. Code § 36-1-7-12 and Ind. Code § 5-22-4-7.

Pursuant to Ind. Code § 5-22-10-13, there is only one source for this supply and, by way of this memo, the Westfield Fire Department ("WFD") purchasing agent determines in writing that there is only one source for this supply. Specifically, MacQueen Equipment, LLC ("MacQueen") provides Pierce Engines, which include important options that other vendors do not- including features like roll-over airbags, EVS 4000 series Allison Transmission, and Engine, Paccar MX, 510HP, 1850 lb-ftW/OBD, EPA 2027, Saber FR/Enforcer, similar to other vehicles in WFD's fleet. This vendor also affords the City of Westfield ("City") the option of receipt of the Engine significantly sooner, 28-31 months rather than 40-48 months if a different vendor was utilized, as well as a service center for the Engine within 25 miles of WFD's location.

This purchase is also being made at a substantial savings to the City (Ind. Code § 5-22-10-5) and at a discount (Ind. Code § 5-22-10-12). While the market structure is based on price, the City was able to receive a price discount from MacQueen. Specifically, use of the Source Well Purchasing Program allowed WFD to purchase the Engine at the best market price available, including a total discount of more than \$42,000. WFD also saved recovery fees and price increases due to the inflated prices from the supply chain, which increase each year. Additionally, if 100% prepayment is

made within thirty (30) days from WFD executing the purchase contract, \$68,669.00 will be deducted from the price of the Engine.

## **PROFESSIONAL SERVICES CONTRACT ADDENDUM**

This Addendum (“Addendum”) is entered into by and between the City of Westfield, an Indiana municipal corporation (“City”), and Rundell Ernstberger Associates, an Indiana Limited Liability Company (“Service Provider”) as of \_\_\_\_\_. This addendum supplements and modifies the Professional Services Agreement dated March 27, 2026 (“Agreement”). In the event of a conflict between this Addendum and the Agreement, this Addendum shall control.

Except as expressly modified below, all terms and conditions of the Agreement remain unchanged and in full force and effect.

1. **Scope of Services.** The Scope of Service is hereby amended as follows:

The Scope of Services shall be revised to include Tasks 3 and 4 in addition to the original Tasks 1 and 2. Exhibit A, Scope of Services, is replaced in its entirety with the attached revised Exhibit A.

2. **Schedule of Services.** The term of the Agreement is hereby amended as follows:

The Schedule of Services shall be revised to include timelines for Tasks 3 and 4 as described in the attached revised Exhibit B. Exhibit B is replaced in its entirety with the attached revised Exhibit B.

3. **Compensation.** The total compensation under the Agreement is hereby amended as follows:

The Schedule of Fees and Compensation shall be replaced in its entirety with the attached revised Exhibit C.

4. **Ratification.** All provisions of the Agreement not expressly amended by this Addendum are hereby ratified and confirmed.

5. **Entire Agreement.** This Addendum, together with the Agreement, constitutes the entire agreement between the parties.

**IN WITNESS WHEREOF**, the parties have executed this Addendum as of the dates set forth below.

City of Westfield, Indiana	Service Provider
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

## **EXHIBIT A**

### **Scope of Services**

Service Provider shall perform the following scope of services under this Agreement:

Project: Westfield Oktoberfest Feasibility Study

#### **Project Understanding**

The City of Westfield is exploring the feasibility of hosting a traditional German Oktoberfest celebration that could become a signature annual event, attracting residents and visitors from across the region, generating significant economic impact. The envisioned event would celebrate Bavarian culture through traditional music, food, beer, artisan vendors, and festive programming while creating a memorable community gathering experience.

We understand this effort as both a festival design and operational feasibility initiative that must carefully balance atmosphere and authenticity with operational realities, financial sustainability, and long-term community value.

A successful Oktoberfest requires thoughtful coordination between:

- Physical event layout and visitor experience
- Vendor and beer garden operations
- Programming and entertainment
- Safety, circulation, and crowd management
- Revenue generation and sponsorship opportunities
- Long-term operating structure

This proposal combines:

- Spatial and experiential planning for a festival environment centered around a large Oktoberfest tent and associated programming areas
- Financials and operational feasibility analysis, including comparison of different operating models
- High-quality graphics and illustrations suitable for fundraising, sponsorship outreach, and public communications.

The resulting feasibility study will provide the City with a clear framework for determining whether and how to implement a successful Oktoberfest event.

#### **SCOPE OF SERVICES**

We propose the following scope of services to develop a feasibility study of the Westfield Oktoberfest. The study is intended to inform decision-making by evaluating key assumptions related to event scale, location, programming, ownership and operating models, and financial sustainability.

## **TASK 1 – PROJECT INITIATION & BASE INFORMATION**

1. Project Initiation: Our team will conduct a kickoff meeting with City staff and key stakeholders to confirm:
  - Event goals and desired character
  - Anticipated event size and attendance targets
  - Preferred timing and duration
  - Potential site locations
  - Coordination with existing City events and programming

This meeting will also establish decision-making protocols and identify constraints and opportunities for the event.

2. Base Map Preparation: REA will prepare a working base map using arial photography, GIS data, and site information provided by the City.

A site review will evaluate:

- Access points and parking
- Utilities and infrastructure needs
- Pedestrian circulation
- Emergency access and safety requirements
- Opportunities for event staging and vendor placement

## **TASK 2 – MARKET FRAMEWORK & FEASIBILITY CONSIDERATIONS**

1. Precedent Oktoberfest Case Studies: To inform planning assumptions and operational considerations for a potential Westfield Oktoberfest, our Team will review several successful Oktoberfest celebrations in the United States. These case studies will provide insight into event scale, attendance, operating models, revenue strategies, and logistical considerations. Each case study will highlight lessons learned and best practices applicable to Westfield.

Potential case studies may include:

Oktoberfest Zinzinnate – Cincinnati, Ohio – The largest Oktoberfest celebration in the United States, attracting hundreds of thousands of attendees annually. Operated through a nonprofit partnership model, the event features large beer tents, traditional German entertainment, and extensive food and vendor programming. This festival demonstrates how regional branding and corporate sponsorships can support large-scale operations.

La Crosse Oktoberfest – La Crosse, Wisconsin – One of the longest-running Oktoberfest celebrations in the United States, organized by a nonprofit association. The event includes multiple venues, beer gardens, parades, and cultural programming. It illustrates how community-led governance and volunteer engagement can sustain long-term festival success.

Frankenmuth Oktoberfest – Frankenmuth, Michigan – A smaller but highly authentic Oktoberfest celebration officially sanctioned by Munich. This festival emphasizes traditional Bavarian experiences and demonstrates how smaller communities can

successfully host culturally authentic events that attract regional tourism.

Oktoberfest Helen – Helen, Georgia – Hosted in a Bavarian-themed town, this event operates for several weeks and centers around a large festival hall tent. It demonstrates how a primary beer tent and entertainment venue can anchor the entire festival experience.

These case studies will help establish planning assumptions related to:

- Event scale and attendance
- Beer tent capacity
- Vendor counts
- Ticketing strategies
- Sponsorship opportunities
- Operating structures
- Staffing requirements

Insights from these precedents will inform the recommended approach for a Westfield Oktoberfest.

2. Event Benchmarks: As part of the feasibility study, our Team will establish bench mark metrics derived from comparable Oktoberfest festivals and seasonal events. These benchmarks will help inform assumptions used in the operational analysis and financial proforma.

Typical metrics evaluated may include:

- Attendance
- Festival Duration
- Tent Size
- Vendor Participation
- Revenue Sources
- Sponsorship Opportunities

These benchmarks will be used to calibrate the five-year proforma analysis, ensuring that financial projections are grounded in realistic industry expectations.

3. Oktoberfest Vision and Program Framework: Working with the City, we will define the overall festival framework including:
  - Traditional Oktoberfest elements (beer tent, biergarten, music stage)
  - German food and beverage vendors
  - Artisan and craft vendors
  - Cultural programming and entertainment
  - Family-friendly activities and attractions
  - Opportunities for local partnerships
4. Operational and Spatial Assumptions: We will incorporate considerations into the physical planning, including:

- Beer tent layout and capacity
  - Vendor clustering and circulation flow
  - Queue management and crowd movement
  - Back-of-house areas for vendors and operations
  - Waste management and service access
  - Safety, security, and emergency planning
5. **Operating Model Analytics:** Our team will evaluate several potential ownership and operating structures, including:
- **City-Run Model** - City manages event operations directly
  - **Third-Party Operator** - Private event operator manages festival operations
  - **Nonprofit Partnership Model** - Event managed by a nonprofit organization with City support

The analysis will evaluate benefits, risks, staffing requirements, and financial implications for each model.

Relevant case studies from comparable U.S. Oktoberfest festivals will be reviewed to illustrate best practices and lessons learned.

6. **Financial Pro Forma:** The feasibility study will include a five-year financial proforma evaluating:
- Start-up costs
  - Operating revenues and expenses
  - Ticketing assumptions
  - Vendor and beer sales revenue
  - Sponsorship and fundraising opportunities
  - Staffing and operational costs

The proforma will evaluate financial outcomes under different operating models and identify potential City investment and partnership opportunities.

### **TASK 3 – SCHEMATIC MARKET LAYOUTS & COST CONSIDERATIONS**

1. **Conceptual Festival Layout Alternatives:** REA will prepare two to three schematic layout options illustrating different organizational approaches for the Oktoberfest event. These layouts will explore:
- Placement of the primary Oktoberfest tent
  - Beer garden areas
  - Food and artisan vendor locations
  - Performance stages
  - Entry gateways and ticketing areas
  - Circulation patterns and crowd flow
  - Opportunities for smaller gathering spaces and cultural features

2. **Schematic Event Cost Estimate:** We will prepare a schematic-level cost estimate to support budgeting, fundraising, and phasing discussions. Costs will be presented at a planning level and may include:
  - Large Oktoberfest tent
  - Temporary structures and vendor booths
  - Lighting and décor
  - Staging and performance infrastructure
  - Event logistics and support infrastructure

3. **Implementation Guidance:** While not a full operational manual, our team will provide high-level guidance on implementation considerations that affect layout and design decisions, helping position the project for future operational planning and feasibility work.

#### **TASK 4 – GRAPHIC PLANS AND VISUALIZATIONS**

1. **Illustrative Festival Plan:** Our team will prepare a graphic, presentation-ready market plan suitable for:
  - Fundraising and sponsorship materials
  - Public presentations
  - Marketing and promotional use
2. **Perspective Renderings:** We will develop a series of illustrative renderings to convey the experience and character of the Christkindlmarkt, including:
  - One bird’s-eye or aerial-style view of the overall market
  - Three to five perspective views from within the market

These images will highlight the energy and character of a traditional Oktoberfest celebration.

#### **OPTIONAL GERMAN OKTOBERFEST RESEARCH TRIP**

We recommend that Maria attend the research trip, September 25th-September 30th, and her travel costs be reimbursed. Maria will work to set up appointments with various individuals to share about the construction process, specifically for the tents, which have never been done in the U.S. to the German size and scale (to our knowledge). This will help to set the team up for success on execution for this unique endeavor.

## **EXHIBIT B**

### **Schedule of the Services**

The services described in Exhibit A will be performed by the Service Provider via the following schedule, subject to the cooperation of and the collaboration with the City:

#### **SCHEDULE**

The anticipated project schedule is outlined below and may be adjusted based on Client review and coordination needs.

<b>PROJECT PHASE</b>	<b>PRELIMINARY TIMELINE</b>
Notice to Proceed	March 2026
Project Initiation & Base Info	2 – 4 weeks
Market Framework & Feasibility	4 – 6 weeks
Schematic Market Layouts & Cost Opinion	2 – 4 weeks
Graphic Plans & Visualizations	4 -6 weeks
Total	16 – 20 weeks

**EXHIBIT C**  
**Schedule of Fees and Compensation**

Based on the above scope of work and schedule, REA proposes a base lump sum fee of \$53,500 (excluding the optional services) in accordance with the following:

<b>PHASE</b>	<b>FEES</b>
Project Initiation & Base Info	\$3,500.00
Market Framework & Feasibility	\$20,500.00
Schematic Market Layouts & Cost Opinion	\$14,000.00
Graphic Plans & Visualization	\$14,000.00
Expenses	\$1,500.00
 Optional Germany Tour	 Reimbursed

1. If optional services are approved, please indicate by noting “approved” above and initial. These services can also be detailed in a contract amendment as details are developed.
2. Services will be billed on a monthly basis. Fees will not be exceeded without prior written approval from the Client.
3. Reimbursable expenses related to travel will be billed in accordance with our standard rates. Deliverables will be provided in digital and print format; any printing or reproductions requested from REA will be a reimbursable expense invoiced at our cost.

**Standard fee and Reimbursement Schedule**

**Effective January 2026**

Rates indicated are subject to semi-annual review and revision.

<b>Professional and Technical Staff</b>	<b>Hourly Rate</b>
Partner	\$235.00
Senior Associate	\$200.00
Senior Project Manager	\$200.00
Senior Planner	\$195.00
Senior Engineer	\$190.00
Associate Planner	\$180.00
Associate Landscape Architect	\$180.00
Planner	\$160.00
Landscape Architect	\$155.00
Urban Designer	\$155.00
Construction Inspection Manager	\$135.00
Graduate Landscape Architect	\$130.00
Graduate Planner	\$130.00
Graduate Engineer/EIT	\$130.00
Construction Inspection Field Technician	\$115.00

Intern (LA/Engineer/Planning)	\$95.00
Administrative	\$95.00

A surcharge of fifty percent (50%) will be added to hourly rates for expert witness testimony and/or for participation at hearings, depositions, etc.

**Reimbursable Expenses**

Mileage	Standard mileage rate
Travel, Lodging, and Meals	Cost
Postage, Handling, etc.	Cost
Printing/Copies/Reproductions	Cost
Materials	Cost + 5%
Equipment Rental	Cost + 5%
Subcontract Services	Cost + 5%

**Invoices**

Invoices and payment schedule are detailed in the contract. Balances remaining unpaid after forty-five (45) days are subject to a monthly finance charge of 1.5% (18% annually) until paid.

REA appreciates the opportunity to assist the City of Westfield in exploring the potential for a signature Oktoberfest celebration that could become a meaningful annual tradition and regional attraction generating significant economic impact. WE look forward to collaborating with the City to evaluate this opportunity and to develop a clear roadmap for implementation should the City choose to move forward.

## PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement (the "Agreement"), executed as of March 27, 2026 (the "Effective Date"), by and between the City of Westfield ("City"), and Rundell Ernstberger Associates, an Indiana limited liability company ("Service Provider" and with City, the "Parties" and each a "Party"), WITNESSES:

### Recitals

WHEREAS, City has determined that it is necessary or desirable to obtain the services in connection with the project "Westfield Oktoberfest Feasibility Study" as further described on Exhibit A (the "Services");

WHEREAS, Service Provider has experience in providing the Services; and

WHEREAS, City and Service Provider desire to enter into this Agreement to formalize the terms and conditions upon which Service Provider shall perform the Services;

### Agreement

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are acknowledged hereby, City and Service Provider agree as follows:

- 1. Services.** Subject to the terms and conditions of this Agreement, Service Provider shall perform the Services in accordance with the schedule set forth on Exhibit B. Service Provider shall be an independent contractor of City. The term of this Agreement shall be for the period: (a) commencing on the Effective Date; and (b) ending on the date that is 1 year thereafter, unless earlier terminated or extended in accordance with the terms and conditions of this Agreement (the "Term"). The City may terminate this Agreement without cause upon sixty (60) days prior written notice to Service Provider. In the event of such termination, Service Provider shall be entitled to receive payment for the conforming Services provided up to the date of termination.
- 2. Payment.** Service Provider's compensation for the Services shall be computed in the manner, at the rates, and on the payment schedule described on Exhibit C.
- 3. Performance.** Service Provider shall perform the Services: (a) in coordination with City; (b) in accordance with the prevailing professional standards in the Hamilton County, Indiana area for similar services; and (c) in compliance with all applicable laws, statutes, and/or ordinances, and any applicable governmental rules, regulations, guidelines, orders, and/or decrees (collectively, the "Laws"). Prior to commencing the Services, Service Provider shall: (a) obtain all permits and approvals required by the Laws; and (b) obtain, and maintain during performance of the Services, all professional licenses and certifications required by the Laws. Service Provider shall provide to City, upon request, copies of any and all such licenses and certifications. If performance of the Services requires the entry by Service Provider onto real estate not owned by City or Service Provider, then Service Provider shall be responsible for obtaining permission to enter onto such real estate. City may designate its point of contact for the purposes of this Agreement to Service Provider in writing to act on City's behalf with respect to Service Provider's performance of the Services.
- 4. Work Product.** All works of authorship fixed in any tangible medium of expression by or for Service Provider or its officers, employees, agents, or subcontractors in the course of performing the Services, including, without limitation, computer programs, electronic art, computer generated art, notes, specifications, drawings, flow charts, memoranda, correspondence, records, notebooks, documentation, reports, and charts, regardless of the medium in which they are fixed, but excluding any attorney work-product and communications between Service Provider and its attorneys (collectively, the "Work Product") shall be owned by City. During the term of this Agreement, Service

Provider shall be responsible for loss or damage to the Work Product while in Service Provider's possession or control, and any such loss or damage shall be restored at Service Provider's expense. Notwithstanding anything in this Agreement to the contrary, Service Provider shall: (a) retain all rights in and to its know-how, methods, techniques, discoveries, concepts, and ideas, whether patentable or not, and whether possessed by Service Provider prior to or acquired by or for Service Provider in the performance of the Services and/or this Agreement; and (b) retain all rights in and to all works of authorship fixed in a tangible medium of expression that were made, created, or acquired by or for Service Provider prior to the effective date of this Agreement. City acknowledges that any works, items, materials, or other matters developed, created, or invented by personnel of Service Provider or any of its officers, employees, agents, or subcontractors not substantively involved in performing the Services shall be presumed: (a) not to be Work Product; and (b) to remain the sole and exclusive property of Service Provider (or such officer, employee, agent, or subcontractor).

**5. Relationship.** The employees of Service Provider: (i) are (and shall be considered for all purposes to be) the employees or contractors of Service Provider; and (ii) are not (and shall not be considered for any purpose to be) the employees or contractors of City. Accordingly, City shall have no obligations or liabilities with respect to such employees, who shall look exclusively to Service Provider to discharge all obligations and duties as their employer or principal. Subject to Section 18, Service Provider shall indemnify and hold harmless City from and against all claims, suits, judgments, liabilities, losses, costs, and expenses (including, without limitation, reasonable attorneys' fees and court costs) that result from any claim for wages, benefits, or otherwise by any agent, employee, or contractor of Service Provider. The indemnities set forth in this Section shall survive the expiration or earlier termination of this Agreement.

**6. Insurance.** During its performance of the Services, Service Provider shall maintain the policies of insurance described on Exhibit D. Each such policy shall: (a) be written by a company reasonably acceptable to City; and (b) provide that it shall not be modified or canceled without written notice to City at least 30 days in advance. The policy of general liability insurance required by this Section to be maintained by Service Provider shall name City as an additional insured. Service Provider shall deliver to City certificates of the insurance policies required by this Section, executed by the insurance company or the general agency writing such policies.

**7. Liens.** Service Provider shall not suffer or cause the filing of any mechanic's lien against City's property, or any part thereof, by reason of labor, services or materials claimed to have been performed or furnished to or for Service Provider. If any such mechanic's lien is filed against City's property, or any part thereof, then Service Provider shall cause such mechanic's lien to be discharged of record within 30 days after notice of filing by bonding, or as provided or required by law. Nothing in this Agreement shall be deemed or construed to: (a) constitute consent to, or request of, any party for the performance of any work for, or the furnishing of any materials to, Service Provider; or (b) give Service Provider the right or authority to contract for, authorize, or permit the performance of any work, or the furnishing of any materials, that would permit the attaching of a mechanic's lien to City's interest in its property.

**8. Remedies. Default.**

(a) **Events of Default.** It shall be an "Event of Default" if either Party fails to perform or observe any term or condition of this Agreement to be performed or observed by it: (i) with respect to the obligation to pay money to the other Party, if such failure is not cured within forty-five (45) days after such payment is due and such payment is not made within such forty-five (45) day period; and (ii) with respect to any other obligation, if such failure is not cured within a 30-day period following such written notice.

(b) **General Remedies.** Whenever an Event of Default occurs, the non-defaulting Party may take whatever actions at law or in equity are necessary or appropriate to: (i) collect any payments due to it under this Agreement; (ii) protect the rights granted to the

non-defaulting party under this Agreement; or (iii) cure, for the account of the defaulting Party, any failure of the defaulting Party to perform or observe a material term or condition of this Agreement to be performed or observed by it. .

(c) **No Remedy Exclusive.** Except as provided to the contrary in Section 8, 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 any such right or remedy, or be construed to be a waiver thereof, and any such right or remedy may be exercised from time to time, and as often as may be deemed to be expedient.

(d) **Termination For Cause.** Either Party may terminate this Agreement, for cause, by delivering to the other Party a "Notice to Cease Services," upon which this Agreement shall terminate thirty (30) days after delivery of such notice.

## **9. Representations and Warranties.**

(a) **General.** Each of Service Provider and City represents and warrants that: (i) it shall not enter into any contracts or undertakings that would limit, conflict with, or constitute a breach of this Agreement; (ii) it has the power to enter into this Agreement and to perform its obligations hereunder; (iii) it has been authorized by proper action to: (A) execute and deliver this Agreement; and (B) perform its obligations hereunder; and (iv) this Agreement is the legal, valid, and binding obligation of Service Provider and City, respectively.

(b) **Entity.** Service Provider represents and warrants that it is a limited liability company organized and existing under the laws of the State of Indiana. City represents that it is a public body organized and existing under the State of Indiana.

**10. Additional Services.** If City and Service Provider agree that Service Provider shall provide services to City that are not included within the Services (the "Additional Services"), then City and Service Provider either shall: (a) amend this Agreement to include the Additional Services; or (b) enter into a new agreement with respect to the performance of the Additional Services. Until such time as there is either: (a) an amendment to this Agreement that includes the Additional Services; or (b) a new agreement with respect to the performance of the Additional Services; in either case executed by City, City shall have no obligation to compensate Service Provider for the performance of the Additional Services.

**11. Assignment and Subcontracting.** Service Provider shall not assign this Agreement without the prior written consent of City, which consent may be withheld in City's sole discretion. City may assign this Agreement without the prior written consent to the City of Westfield, the City, or any agency or instrumentality thereof. City otherwise shall not assign this Agreement without the prior written consent of Service Provider, which consent may be withheld in Service Provider's sole discretion. In the event that any subcontractors are engaged by Service Provider, Service Provider shall remain solely responsible for managing, directing, and paying the person or persons to whom such responsibilities or obligations are subcontracted or delegated. City shall have no obligation whatsoever toward such persons or entities. Service Provider shall take sole responsibility for the quality and quantity of any services rendered by such persons or entities. In the event of any assignment, subcontracting, or delegation in accordance with this Section, City or Service Provider shall remain liable to Service Provider or City, respectively, for the performance such obligations. Nothing herein shall be construed as creating any personal liability on the part of any officer, agent, official, or employee of City.

**12. Nondiscrimination.** In connection with the performance of this Agreement, Service Provider shall not discriminate against any employee, applicant for employment, and/or other person in the subcontracting and/or performance of the Services with respect to hire, tenure, terms, conditions, or privileges of employment or any matter directly or indirectly related to employment, because of race, age, color, religion, sex, disability, national origin, or ancestry. No notice or cure period shall apply with respect to the obligation of Service Provider under this Section, and a default under this Section shall be an immediate event of default.

**13. Conflict of Interest.** Service Provider certifies and warrants to City that neither Service Provider nor any of its officers, agents, employees, or subcontractors who participate in the performance of any Services has any conflict of interest with City.

**14. Debarment.** Service Provider certifies, by entering into this Agreement, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from or ineligible for participation in any federal assistance program by any federal department or agency, or by any department, agency or political subdivision of the State of Indiana (the "State"). The term "principal" for purposes of this 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 Service Provider. Service Provider certifies, by entering into this Agreement, that it does not engage in investment activities in Iran as more particularly described in Indiana Code § 5-22-16.5. Service Provider shall provide immediate written notice to City if, at any time after entering into this Agreement, Service Provider learns that its certifications were erroneous when submitted, or Service Provider is debarred, suspended, proposed for debarment, declared ineligible, has been included on a list or received notice of intent to include on a list created pursuant to Indiana Code § 5-22-16.5, or voluntarily excluded from or becomes ineligible for participation in any federal assistance program. Any such event shall be cause for termination of this Agreement as provided herein. Service Provider shall not subcontract with any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in any federal assistance programs by any federal department or agency, or by any department, agency, or political subdivision of the State.

**15. Notice.** All notices required to be delivered hereunder shall be in writing, and shall be deemed to have been delivered when: (a) delivered in person; (b) sent by facsimile, with electronic confirmation of receipt; or (c) sent by nationally recognized overnight carrier; in any case addressed as follows: (a) to City at:2728 East 171<sup>st</sup> Street, Westfield, Indiana 46074; Attn: Jenell Fairman; with a copy to City of Westfield Chief of Legal, Kaitlin Glazier, 2728 East 171<sup>st</sup> Street, Westfield, Indiana 46074, and (b) to Service Provider at:815 West Market Street, Suite 504, Louisville, KY 40202. Either party may change its address for notice by written notice delivered to the other party as provided in this Section. Notwithstanding the foregoing, City may orally provide to Service Provider any notice required or permitted by this Agreement; provided that such notice also shall be delivered as required by this Section within 10 business days after the date of such oral notice.

**16. Force Majeure.** If Service Provider or City is unable to be perform, satisfy, or observe any of its respective obligations under this Agreement as a result of any cause that is not within the reasonable control of Service Provider or City, respectively, and does not result from the fault or negligence of Service Provider or City, respectively (including, without limitation, unusually inclement weather, acts of God, the unusual unavailability of materials, equipment, services or labor, and utility or energy shortages or acts or omissions of public utility providers), then: (a) such performance, satisfaction, or observance shall be excused for the period of days that such performance, satisfaction, or observance is delayed or prevented; and (b) the deadlines for performance, satisfaction, or observance, as applicable, shall be extended for the same period.

**17. Limitation of Liability.** In no event shall either Party be liable for consequential, special, indirect, incidental, punitive, or exemplary damages, costs, expenses, or losses (including, without limitation, lost profits and opportunity costs). This Section shall apply regardless of the form of the

claims asserted, whether in contract, statute, tort, or otherwise. The terms and conditions of this Section shall survive the termination or expiration of this Agreement.

**18. Decisions.** City acknowledges and agrees that the Services may include advice and recommendation, but that all decisions in connection with the implantation of such advice and recommendations shall be the sole responsibility of, and made by, City. Service Provider shall not perform management functions or make management decisions for City. City shall render decisions and approvals and provide information in a reasonably timely manner so as to avoid unreasonable delay in the orderly and sequential progress of the Services. Pursuant to Exhibit A, Service Provider will work cooperatively and collaboratively with City to develop a schedule for the performance of the Services, including timeframes for decision making by City.

**19. Compliance with E-Verify.** Pursuant to Indiana Code Title 22, Article 5, Chapter 1.7 or such successor provisions, the Service Provider shall enroll in and verify the work eligibility status of all newly hired employees of Service Provider through the E-Verify Program (the "Program"). The Service Provider is not required to verify the work eligibility status of all newly hired employees through the Program if the Program no longer exists. Further, the Service Provider must execute an affidavit which affirms that the Service Provider does not knowingly employ an unauthorized alien and confirms the Service Provider's enrollment in the Program, unless the Program no longer exists. The Service Provider must file such executed affidavit with Owner prior to the execution of this Agreement. This Agreement shall not be deemed fully executed until such affidavit is delivered to City.

**20. Third-Party Usage.** Any advice, recommendations, information, deliverables, or Work Product provided to City under this Agreement is: (a) for the sole use of City; and (b) not intended to be relied upon by any third party. Except to the extent required by Law, City shall not disclose or permit access to such advice, recommendations, information, deliverables, or Work Product to any third party without Service Provider's prior consent, which consent shall not be withheld unreasonably.

**21. Active Files.** Service Provider may use models, electronic files, and spreadsheets with embedded macros created by Service Provider in providing the Services. If City requests a working copy of any such model, electronic file, or spreadsheet, then Service Provider, at its discretion, may make the same available to City for City's internal use only, in which case the same shall be considered a deliverable hereunder.

**22. Confidential Information.** Information relating to the Services contemplated pursuant to this Agreement, including information shared or transmitted between the Parties pursuant to this Agreement ("Confidential Information"), unless in the public domain, shall be kept confidential by Service Provider and shall not be disclosed or made available by Service Provider to third parties without the written consent of the City, unless so required by court order. Service Provider and its contractors warrant that they shall use reasonable care to ensure that any Confidential Information, to which Service Provider has obtained possession or knowledge of in connection with this Agreement (from the City) will not be disclosed to any third parties, in whole or in part, without the prior written permission of the City. Service Provider may disclose Confidential Information to representatives of Service Provider who need to know such information to provide the Services to the City, who agree to keep such Confidential Information confidential pursuant to the terms of this Agreement. Service Provider shall use Confidential Information of the City solely for the purposes of providing the Services under this Agreement. Service Provider shall not have the obligation to maintain the confidentiality of any Confidential Information that: (a) is lawfully obtained by Service Provider from a third party that, to the knowledge of Service Provider, did not acquire the information under an obligation of confidentiality; (b) is at the time of disclosure, or thereafter, becomes publicly known through no act or omission by Service Provider or its employees; or (c) is independently developed by Service Provider or its employees or agents who did not have access to Confidential Information of the City. Upon the City's request, Service Provider will immediately return or destroy

any and all Confidential Information that has been provided to it by the City. Notwithstanding the foregoing, Service Provider shall not be required to erase Confidential Information that has been saved to a back-up file in accordance with its ordinary document retention policies and procedures and may continue to store Confidential Information solely for such purpose and for such period as required to comply with such policies and procedures and any applicable law or regulation. Service Provider agrees to maintain the confidentiality of the Confidential Information during the term of this Agreement, including any renewals or extensions thereof, and for five (5) years following the expiration or termination, including any renewals or extensions, of this Agreement.

**23. Indemnification.**

Service Provider agrees to indemnify, defend, and hold harmless the City and its respective officers, agents, and employees for any and all third party claims, actions, causes of action, judgments and liens to the extent they arise out of any negligent or wrongful acts or omission or breach of any provision of this Agreement by the Service Provider or any of its officers, agents, employees, or contractors.

Such indemnity shall include attorney's fees and all costs and other expenses arising therefrom or incurred in connection therewith and shall not be limited by reason of the enumeration of any insurance coverage required herein. City shall not provide such indemnification to Service Provider, provided, however, that Service Provider shall be relieved of its indemnification obligation to the extent any injury, damage, death or loss is attributable to the acts or omissions of the City. Notwithstanding anything to the contrary set forth herein, the obligations of the Parties under this Section 23 shall survive the termination of this Agreement.

**24. Non-Appropriation. Notwithstanding any other provisions of this Agreement,** the Parties acknowledge that City is a governmental entity whose funds are subject to appropriation by its fiscal body. If at any time during the Term of this Agreement, City or its fiscal body should fail to appropriate sufficient funds to make payments under this Agreement: (a) the Agreement shall immediately terminate and become null and void; and (b) City shall not be obligated to perform under this Agreement unless and until sufficient funds are appropriated. City agrees to seek funding for the continuation of this Agreement during each budget cycle during the Term. City shall inform Service Provider in writing of any such non-allocation of funds at the earliest possible date, and shall pay for all Services provided prior to the exhaustion of appropriated funds. In the event of termination of this Agreement pursuant to this Section 24: (A) Service Provider shall be entitled to receive all Monthly Fees and Reimbursable Expenses payable through the date of termination, as such date is determined pursuant to this Section 24, and (B) the foregoing shall be the sole remedies available to Service Provider in connection with any such termination. This provision shall survive any termination of this Agreement.

**25. Miscellaneous.** Time is of the essence of this Agreement. Unless "business day" is specified, the term "day" as used herein means a calendar day. The term "business day" means any day other than a Saturday, Sunday, or federal or state holiday. If the last date for any act to be performed hereunder falls on a Saturday, Sunday, or federal or state holiday, then the time for performance shall be extended to the next business day. This Agreement is the final expression of the complete agreement between City and Service Provider. There are no oral representations, warranties, agreements, or promises pertaining to the Services and the other subject matter hereof not incorporated in writing in this Agreement. This Agreement may be amended, modified, or supplemented only by a writing signed by both the City and the Service Provider. The section headings herein are for convenience and shall not be considered in any way to affect the interpretation of this Agreement. This Agreement shall: (a) bind, and inure to the benefit of, City and Service Provider and their respective successors and assigns; and (b) be governed by, and

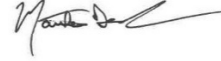
construed in accordance with, the laws of the state of Indiana (the "State"). This Agreement shall not be construed to create a contractual relationship with, give rights or benefits to, or create a cause of action in favor of, anyone other than the parties hereto. This Agreement shall not be construed more strictly against one party than against the other merely by virtue of the fact that the Agreement may have been prepared primarily by counsel for one of the parties, it being recognized that both City and Service Provider and their respective counsel have contributed substantially and materially to the preparation of this Agreement. The invalidity or unenforceability of any term or condition of this Agreement shall not affect the other terms and conditions, and this Agreement shall be construed in all respects as if such invalid or unenforceable term or condition had not been contained herein. The Parties agree that the failure to enforce any provision or obligation under this Agreement shall not constitute a waiver thereof, or serve as a bar to the subsequent enforcement of any such provision or obligation under this Agreement. Each of the undersigned represents that he or she has: (a) the authority to bind City or Service Provider, as applicable; and (b) the proper power and authority to execute this Agreement. All Exhibits referenced in this Agreement are attached hereto and incorporated herein by reference. This Agreement may be executed in separate counterparts, each of which when so executed shall be an original, but all of such counterparts shall together constitute but one and the same instrument. A facsimile or email transmission of a duly-executed counterpart of this Agreement shall be sufficient to evidence the binding agreement of each party to the terms hereof. This Agreement shall be governed by, and construed in accordance with, 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. Service Provider waives, to the extent permitted under applicable law: (a) the right to trial by jury; and (b) any right Service Provider may have to: (i) assert the doctrine of "forum non conveniens"; or (ii) object to venue.

[Signature page to follow.]

IN WITNESS WHEREOF, City and Service Provider have executed this Agreement as of the Effective Date.

CITY:

City of Westfield



By: \_\_\_\_\_  
Matthew Deck, Director

SERVICE PROVIDER:

Rundell Ernstberger Associates

By:  \_\_\_\_\_  
[REPRESENTATIVE]

## INDEX OF EXHIBITS

Exhibit A	Description of the Services
Exhibit B	Schedule of the Services
Exhibit C	Schedule of Fees and Compensation
Exhibit D	Required Insurance

## EXHIBIT A

### Description of the Services

Service Provider shall perform the following scope of services under this Agreement:

Project: Westfield Oktoberfest Feasibility Study

#### Project Understanding

The City of Westfield is exploring the feasibility of hosting a traditional German Oktoberfest celebration that could become a signature annual event, attracting residents and visitors from across the region, generating significant economic impact. The envisioned event would celebrate Bavarian culture through traditional music, food, beer, artisan vendors, and festive programming while creating a memorable community gathering experience.

We understand this effort as both a festival design and operational feasibility initiative that must carefully balance atmosphere and authenticity with operational realities, financial sustainability, and long-term community value.

A successful Oktoberfest requires thoughtful coordination between:

- Physical event layout and visitor experience
- Vendor and beer garden operations
- Programming and entertainment
- Safety, circulation, and crowd management
- Revenue generation and sponsorship opportunities
- Long-term operating structure

This proposal combines:

- Spatial and experiential planning for a festival environment centered around a large Oktoberfest tent and associated programming areas
- Financials and operational feasibility analysis, including comparison of different operating models
- High-quality graphics and illustrations suitable for fundraising, sponsorship outreach, and public communications.

The resulting feasibility study will provide the City with a clear framework for determining whether and how to implement a successful Oktoberfest event.

#### SCOPE OF SERVICES

We propose the following scope of services to develop a feasibility study of the Westfield Oktoberfest. The study is intended to inform decision-making by evaluating key assumptions related to event scale, location, programming, ownership and operating models, and financial sustainability.

#### TASK 1 – PROJECT INITIATION & BASE INFORMATION

1. Project Initiation: Our team will conduct a kickoff meeting with City staff and key stakeholders to confirm:
  - Event goals and desired character
  - Anticipated event size and attendance targets
  - Preferred timing and duration
  - Potential site locations
  - Coordination with existing City events and programming

This meeting will also establish decision-making protocols and identify constraints and opportunities for the event.

2. Base Map Preparation: REA will prepare a working base map using arial photography, GIS data, and site information provided by the City.

A site review will evaluate:

- Access points and parking
- Utilities and infrastructure needs
- Pedestrian circulation
- Emergency access and safety requirements
- Opportunities for event staging and vendor placement

## **TASK 2 – MARKET FRAMEWORK & FEASIBILITY CONSIDERATIONS**

1. Precedent Oktoberfest Case Studies: To inform planning assumptions and operational considerations for a potential Westfield Oktoberfest, our Team will review several successful Oktoberfest celebrations in the United States. These case studies will provide insight into event scale, attendance, operating models, revenue strategies, and logistical considerations. Each case study will highlight lessons learned and best practices applicable to Westfield.

Potential case studies may include:

Oktoberfest Zinzinnate – Cincinnati, Ohio – The largest Oktoberfest celebration in the United States, attracting hundreds of thousands of attendees annually. Operated through a nonprofit partnership model, the event features large beer tents, traditional German entertainment, and extensive food and vendor programming. This festival demonstrates how regional branding and corporate sponsorships can support large-scale operations.

La Crosse Oktoberfest – La Crosse, Wisconsin – One of the longest-running Oktoberfest celebrations in the United States, organized by a nonprofit association. The event includes multiple venues, beer gardens, parades, and cultural programming. It illustrates how community-led governance and volunteer engagement can sustain long-term festival success.

Frankenmuth Oktoberfest – Frankenmuth, Michigan – A smaller but highly authentic Oktoberfest celebration officially sanctioned by Munich. This festival emphasizes traditional Bavarian experiences and demonstrates how smaller communities can successfully host culturally authentic events that attract regional tourism.

Oktoberfest Helen – Helen, Georgia – Hosted in a Bavarian-themed town, this event operates for several weeks and centers around a large festival hall tent. It demonstrates how a primary beer tent and entertainment venue can anchor the entire festival experience.

These case studies will help establish planning assumptions related to:

- Event scale and attendance
- Beer tent capacity
- Vendor counts
- Ticketing strategies
- Sponsorship opportunities
- Operating structures
- Staffing requirements

Insights from these precedents will inform the recommended approach for a Westfield Oktoberfest.

2. **Event Benchmarks:** As part of the feasibility study, our Team will establish benchmark metrics derived from comparable Oktoberfest festivals and seasonal events. These benchmarks will help inform assumptions used in the operational analysis and financial proforma.

Typical metrics evaluated may include:

- Attendance
- Festival Duration
- Tent Size
- Vendor Participation
- Revenue Sources
- Sponsorship Opportunities

These benchmarks will be used to calibrate the five-year proforma analysis, ensuring that financial projections are grounded in realistic industry expectations.

3. **Oktoberfest Vision and Program Framework:** Working with the City, we will define the overall festival framework including:
  - Traditional Oktoberfest elements (beer tent, biergarten, music stage)
  - German food and beverage vendors
  - Artisan and craft vendors
  - Cultural programming and entertainment
  - Family-friendly activities and attractions
  - Opportunities for local partnerships
4. **Operational and Spatial Assumptions:** We will incorporate considerations into the physical planning, including:
  - Beer tent layout and capacity
  - Vendor clustering and circulation flow
  - Queue management and crowd movement
  - Back-of-house areas for vendors and operations
  - Waste management and service access
  - Safety, security, and emergency planning
5. **Operating Model Analytics:** Our team will evaluate several potential ownership and operating structures, including:
  - **City-Run Model** - City manages event operations directly
  - **Third-Party Operator** - Private event operator manages festival operations
  - **Nonprofit Partnership Model** - Event managed by a nonprofit organization with City support

The analysis will evaluate benefits, risks, staffing requirements, and financial implications for each model.

Relevant case studies from comparable U.S. Oktoberfest festivals will be reviewed to illustrate best practices and lessons learned.

6. **Financial Pro Forma:** The feasibility study will include a five-year financial proforma evaluating:
  - Start-up costs
  - Operating revenues and expenses
  - Ticketing assumptions
  - Vendor and beer sales revenue
  - Sponsorship and fundraising opportunities

- Staffing and operational costs

## **EXHIBIT B**

### **Schedule of the Services**

The services described in Exhibit A will be performed by the Service Provider via the following schedule, subject to the cooperation of and the collaboration with the City:

#### **SCHEDULE**

The anticipated project schedule is outlined below and may be adjusted based on Client review and coordination needs.

<b>PROJECT PHASE</b>	<b>PRELIMINARY TIMELINE</b>
Notice to Proceed	March 2026
Project Initiation & Base Info	2 – 4 weeks
Market Framework & Feasibility	4 – 6 weeks



Travel, Lodging, and Meals	Cost
Postage, Handling, etc.	Cost
Printing/Copies/Reproductions	Cost
Materials	Cost + 5%
Equipment Rental	Cost + 5%
Subcontract Services	Cost + 5%

**Invoices**

Invoices and payment schedule are detailed in the contract. Balances remaining unpaid after forty-five (45) days are subject to a monthly finance charge of 1.0% (12% annually) until paid.

REA appreciates the opportunity to assist the City of Westfield in exploring the potential for a signature Oktoberfest celebration that could become a meaningful annual tradition and regional attraction generating significant economic impact. WE look forward to collaborating with the City to evaluate this opportunity and to develop a clear roadmap for implementation should the City choose to move forward.

## EXHIBIT D

### Required Insurance

Upon execution of this Agreement, and prior to the Service Provider's commencement of any work or services with regard to the Services, Service Provider shall furnish the City with certificates evidencing such insurance meeting the following specifications:

Service Provider shall provide to the City evidence of insurance meeting the following specifications for Workers' Compensation, Employers liability, Commercial General Liability, Automobile Liability, Umbrella Liability and Professional Liability, if applicable.

1. Workers Compensation Insurance coverage in accordance with statutory requirements.

2. Employers Liability Insurance with limits of not less than \$500,000 Each Accident, \$500,000 Disease Each Employee, \$500,000 Disease Policy Limit.

3. Commercial General Liability Insurance on ISO form GC0001 10 01 (or a substitute form providing coverage) naming the City as an additional insured. This insurance shall be primary and non-contributory, shall provide for waiver of subrogation in favor of City and shall provide for 30-day notice of any cancellation thereof by Service Provider. Additional insured coverage shall apply as primary insurance with respect to any other insurance afforded the City per the following:

- \$1,000,000 Each Occurrence (BI & PD Combined Single Limit);
- \$1,000,000 General Occurrence (subject to per project general aggregate provision);
- \$1,000,000 Personal Injury Liability to include coverage for employee-related claims;
- \$1,000,000 Products and Completed Operations Aggregate

4. Automobile Liability Insurance with a combined single limit of \$1,000,000 per accident naming City as an additional insured. This insurance shall be primary and non-contributory, shall provide for waiver of subrogation in favor of City, and shall provide for 30-day notice of any cancellation thereof by Service Provider.

5. Umbrella Liability Insurance with an aggregate and per occurrence limit of \$2,000,000, which shall be excess over the Employers Liability Insurance, Commercial General Liability Insurance, and Automobile Liability Insurance and shall name City as an additional insured. This insurance shall be primary and non-contributory, shall provide for waiver of subrogation in favor of City and shall provide for 30-day notice of any cancellation thereof by Service Provider.

Such insurance shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal and advertising injury, and liability assumed under an insured liability including the tort liability of another assumed in a business contract). There shall be no endorsement or modification of the Commercial General Liability form arising from pollution, explosion, collapse, underground property damage or work performed by subcontractors.



March 10, 2026

Wes Rood  
Stormwater Coordinator  
City of Westfield  
2728 E. 171<sup>st</sup> St.  
Westfield, IN 46074

Subject: **Hillcrest Drive Drainage Improvements  
Professional Services Proposal**

Dear Mr. Rood,

Christopher B. Burke Engineering, LLC is pleased to provide this proposal for professional engineering services related to drainage improvements along Hillcrest Drive in Westfield, Indiana. The following is our understanding of the assignment, scope of services, and estimated fee in support of the project.

### **UNDERSTANDING OF THE ASSIGNMENT**

Hillcrest Drive is a residential roadway located approximately 0.75-mile east of U.S. 31, off S.R. 32 in Westfield. The road serves about 24 properties, several of which have experienced front-yard flooding due to insufficient stormwater infrastructure, as well as roadside swales and driveway culverts that are no longer functioning as originally intended. It is our understanding that the city of Westfield is interested in improving roadside drainage by designing a series of driveway culverts and re-establishing roadside swales. These improvements are anticipated to be completed in coordination with a road resurfacing project planned for this year.

### **SCOPE OF SERVICES**

**Task 1 - Data Gathering and Review:** Burke will review previous drawings, plats, reports, aerial photos, and other information provided by the city pertinent to the project. We will subcontract JQOL INC. to conduct a topographic survey of the project area, the data collection of which will be performed in sufficient detail to develop elevation contours at a one-foot interval. Our staff will conduct a site visit to familiarize ourselves with existing conditions, field-verify the topographic survey, and identify potential challenges related to design improvements.

**Task 2 - Design Documents:** Burke will prepare design drawings for roadside drainage improvements to be used by a qualified contractor to construct the project. The drawings will contain appropriate plan sheets, construction and erosion control details, and notes based on the nature of the design. We will estimate quantities and develop opinions of probable construction costs for the project. In addition, the city's standard contract documents and specifications will be reviewed and updated to reflect project specific requirements.

**Task 3 - Utility Coordination:** Burke will coordinate with the city to identify utility companies believed to have utilities located within the project limits to communicate the project scope and minimize potential utility conflicts. If needed, Burke will attend one meeting with the utility companies to discuss the project and receive comments.

**Task 4 - Meetings:** Burke will attend up to two meetings to review design progress and address comments on the design documents. It is expected that the meetings will take place when the design documents are 50% and 95% complete. It is assumed that these two meetings will take place in Westfield. Additional project coordination will occur via phone calls and email.

### **EXCLUDED SERVICES**

Based on information available at this time, Burke does not believe that the services listed below will be required to complete the project. If conditions change and any of the services listed below (or other services not described above) are required, Burke will prepare a contract amendment for the required services. Services not incorporated in this contract include:

1. Boundary survey
2. Right-of-way engineering
3. Easement preparation
4. Private utility locates
5. Wetland delineation
6. Biological or habitat assessments
7. Geotechnical engineering analyses
8. Hydrologic and hydraulic modeling
9. Regulatory permitting
10. Bidding and construction-related services
11. As-built documents
12. Additional meetings

### **ESTIMATED FEE**

We have estimated the total fee for completing this project will not exceed **\$39,800**. We will bill you monthly, on a time and material basis, for assigned tasks in accordance with our attached standard charges for professional services.

In addition, our contract will be established in accordance with the attached general terms and conditions, which are expressly incorporated into and are an integral part of this contract for professional services. It should be emphasized that any requested additional meetings or additional services that are not included in the preceding fee will be billed at the attached hourly rates.

If this proposal meets with your approval, please sign where indicated and return an executed original to us as our notice to proceed. The executed proposal, along with the estimated fee, and the attached standard charges for professional services and general terms and conditions constitute the whole of our agreement. Any modification to any part of this agreement without prior acknowledgement and consent by Burke will null and void this agreement. Any time commitment made by Burke as part of the agreement does not begin until Burke has received an executed original.

Christopher B. Burke Engineering, LLC has enrolled in and is verifying the work eligibility of all newly hired employees through the E-verify program operated by the United States Department of Homeland Security. The undersigned affirms under the penalty of perjury that Christopher B. Burke Engineering, LLC does not knowingly employ an unauthorized alien. In addition, the undersigned, on behalf of Christopher B. Burke Engineering, LLC

certifies that, as required by IC 5-22-16.5-13, Christopher B. Burke Engineering, LLC is not engaged in investment activities in Iran.

We appreciate the opportunity to submit this proposal and look forward to working with you on this project. Please contact me or Jeff Fox, PE at the number listed above if you have any questions.

Sincerely,



Jon D. Stolz, PE  
Executive Vice President

**THIS PROPOSAL, ESTIMATED FEE, STANDARD CHARGES FOR PROFESSIONAL SERVICES AND GENERAL TERMS AND CONDITIONS ARE ACCEPTED BY THE CITY OF WESTFIELD:**

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

Name (Printed): \_\_\_\_\_

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

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

Enclosures: Standard Charges for Professional Services  
General Terms and Conditions

<b>Personnel</b>	<b>(\$/Hr)</b>
Engineer VI	305
Engineer V	280
Engineer IV	225
Engineer III	195
Engineer I/II	165
Resource Planner V	225
Resource Planner IV	185
Resource Planner III	155
Resource Planner I/II	135
Engineering Technician IV	190
Engineering Technician III	170
Engineering Technician I/II	130
CAD II	155
CAD I	125
GIS Specialist IV	190
GIS Specialist III	190
GIS Specialist I/II	130
Environmental Resource Specialist V	225
Environmental Resource Specialist IV	195
Environmental Resource Specialist III	155
Environmental Resource Specialist I/II	135
Environmental Resource Technician	115
Administrative	105
Engineering Intern	75
Information Technician I/II	100

*\*Charges include overhead and profit*

<b>Direct Costs</b>	
Outside copies, messenger, delivery services, mileage	Cost + 12%

*Christopher B. Burke Engineering, LLC reserves the right to increase these rates after December 31, 2026.*

**1. Relationship Between Engineer and Client:**

Christopher B. Burke Engineering, LLC (Engineer) shall serve as Client's professional engineer consultant in those phases of the Project to which this Agreement applies. This relationship is that of a buyer and seller of professional services and as such the Engineer is an independent contractor in the performance of this Agreement and it is understood that the parties have not entered into any joint venture or partnership with the other. The Engineer shall not be considered to be the agent of the Client. Nothing contained in this Agreement shall create a contractual relationship with a cause of action in favor of a third party against either the Client or Engineer.

Furthermore, causes of action between the parties to this Agreement pertaining to acts or failures to act shall be deemed to have accrued and the applicable statute of limitations shall commence to run not later than the date of substantial completion.

**2. Responsibility of the Engineer:** Engineer will strive to perform services under this Agreement in accordance with generally accepted and currently recognized engineering practices and principles, and in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. No other representation, express or implied, and no warranty or guarantee is included or intended in this Agreement, or in any report, opinion, document, or otherwise.

Notwithstanding anything to the contrary which may be contained in this Agreement or any other material incorporated herein by reference, or in any Agreement between the Client and any other party concerning the Project, the Engineer shall not have control or be in charge of and shall not be responsible for the means, methods, techniques, sequences or procedures of construction, or the safety, safety precautions or programs of the Client, the construction contractor, other contractors or subcontractors performing any of the work or providing any of the services on the Project. Nor shall the Engineer be responsible for the acts or omissions of the Client, or for the failure of the Client, any architect, engineer, consultant, contractor or subcontractor to carry out their respective responsibilities in accordance with the Project documents, this Agreement or any other agreement

concerning the Project. Any provision which purports to amend this provision shall be without effect unless it contains a reference that the content of this condition is expressly amended for the purposes described in such amendment and is signed by the Engineer.

**3. Changes:** Client reserves the right by written change order or amendment to make changes in requirements, amount of work, or engineering time schedule adjustments, and Engineer and Client shall negotiate appropriate adjustments acceptable to both parties to accommodate any changes, if commercially possible.

**4. Suspension of Services:** Client may, at any time, by written order to Engineer (Suspension of Services Order), require Engineer to stop all, or any part, of the services required by this Agreement. Upon receipt of such an order, Engineer shall immediately comply with its terms and take all reasonable steps to minimize the costs associated with the services affected by such order. Client, however, shall pay all costs incurred by the suspension, including all costs necessary to maintain continuity and for the resumption of the services upon expiration of the Suspension of Services Order. Engineer will not be obligated to provide the same personnel employed prior to suspension, when the services are resumed, in the event that the period of suspension is greater than thirty (30) days.

**5. Termination:** This Agreement may be terminated by either party upon thirty (30) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. This Agreement may be terminated by Client, under the same terms, whenever Client shall determine that termination is in its best interests. Cost of termination, including salaries, overhead and fee, incurred by Engineer either before or after the termination date shall be reimbursed by Client.

**6. Documents Delivered to Client:** Drawings, specifications, reports, and any other Project Documents prepared by Engineer in connection with any or all of the services furnished hereunder shall be delivered to the Client for the use of the Client. Engineer shall have the right to retain originals of all Project Documents and drawings for its files.

Furthermore, it is understood and agreed that the Project Documents such as, but not limited to reports, calculations, drawings, and specifications prepared for the Project, whether in hard copy or machine readable form, are instruments of professional service intended for one-time use in the construction of this Project. These Project Documents are and shall remain the property of the Engineer. The Client may retain copies, including copies stored on magnetic tape or disk, for information and reference in connection with the occupancy and use of the Project.

*When and if record drawings are to be provided by the Engineer, Client understands that information used in the preparation of record drawings is provided by others and Engineer is not responsible for accuracy, completeness, nor sufficiency of such information. Client also understands that the level of detail illustrated by record drawings will generally be the same as the level of detail illustrated by the design drawing used for project construction. If additional detail is requested by the Client to be included on the record drawings, then the Client understands and agrees that the Engineer will be due additional compensation for additional services.*

It is also understood and agreed that because of the possibility that information and data delivered in machine readable form may be altered, whether inadvertently or otherwise, the Engineer reserves the right to retain the original tapes/disks and to remove from copies provided to the Client all identification reflecting the involvement of the Engineer in their preparation. The Engineer also reserves the right to retain hard copy originals of all Project Documentation delivered to the Client in machine readable form, which originals shall be referred to and shall govern in the event of any inconsistency between the two.

The Client understands that the automated conversion of information and data from the system and format used by the Engineer to an alternate system or format cannot be accomplished without the introduction of inexactitudes, anomalies, and errors. In the event Project Documentation provided to the Client in machine readable form is so converted, the Client agrees to assume all risks associated therewith and, to the fullest extent permitted by law, to hold harmless and indemnify the

Engineer from and against all claims, liabilities, losses, damages, and costs, including but not limited to attorney's fees, arising therefrom or in connection therewith.

The Client recognizes that changes or modifications to the Engineer's instruments of professional service introduced by anyone other than the Engineer may result in adverse consequences which the Engineer can neither predict nor control. Therefore, and in consideration of the Engineer's agreement to deliver its instruments of professional service in machine readable form, the Client agrees, to the fullest extent permitted by law, to hold harmless and indemnify the Engineer from and against all claims, liabilities, losses, damages, and costs, including but not limited to reasonable attorney's fees, arising out of or in any way connected with the modification, misinterpretation, misuse, or reuse by others of the machine readable information and data provided by the Engineer under this Agreement. The foregoing indemnification applies, without limitation, to any use of the Project Documentation on other projects, for additions to this Project, or for completion of this Project by others, excepting only such use as may be authorized, in writing, by the Engineer.

**7. Reuse of Documents:** All Project Documents including but not limited to reports, opinions of probable costs, drawings and specifications furnished by Engineer pursuant to this Agreement are intended for use on the Project only. They cannot be used by Client or others on extensions of the Project or any other project. Any reuse, without specific written verification or adaptation by Engineer, shall be at Client's sole risk, and Client shall indemnify and hold harmless Engineer from all claims, damages, losses, and expenses including reasonable attorney's fees arising out of or resulting therefrom.

The Engineer shall have the right to include representations of the design of the Project, including photographs of the exterior and interior, among the Engineer's promotional and professional materials. The Engineer's materials shall not include the Client's confidential and proprietary information if the Client has previously advised the Engineer in writing of the specific information considered by the Client to be confidential and proprietary.

**8. Standard of Practice:** The Engineer will strive to conduct services under this agreement in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions as of the date of this Agreement.

**9. Compliance with Laws:** The Engineer will strive to exercise usual and customary professional care in his/her efforts to comply with those laws, codes, ordinance and regulations which are in effect as of the date of this Agreement.

With specific respect to prescribed requirements of the Americans with Disabilities Act of 1990 or certified state or local accessibility regulations (ADA), Client understands ADA is a civil rights legislation and that interpretation of ADA is a legal issue and not a design issue and, accordingly, retention of legal counsel (by Client) for purposes of interpretation is advisable. As such and with respect to ADA, Client agrees to waive any action against Engineer, and to indemnify and defend Engineer against any claim arising from Engineer's alleged failure to meet ADA requirements prescribed.

Further to the law and code compliance, the Client understands that the Engineer will strive to provide designs in accordance with the prevailing Standards of Practice as previously set forth, but that the Engineer does not warrant that any reviewing agency having jurisdiction will not for its own purposes comment, request changes and/or additions to such designs. In the event such design requests are made by a reviewing agency, but which do not exist in the form of a written regulation, ordinance or other similar document as published by the reviewing agency, then such design changes (at substantial variance from the intended design developed by the Engineer), if effected and incorporated into the project documents by the Engineer, shall be considered as Supplementary Task(s) to the Engineer's Scope of Service and compensated for accordingly.

**10. Indemnification:** Engineer shall indemnify and hold harmless Client up to the amount of this contract fee (for services) from loss or expense, including reasonable attorney's fees for claims for personal injury (including death) or property damage to the

extent caused by the sole negligent act, error or omission of Engineer.

Client shall indemnify and hold harmless Engineer under this Agreement, from loss or expense, including reasonable attorney's fees, for claims for personal injuries (including death) or property damage arising out of the sole negligent act, error or omission of Client.

In the event of joint or concurrent negligence of Engineer and Client, each shall bear that portion of the loss or expense that its share of the joint or concurrent negligence bears to the total negligence (including that of third parties), which caused the personal injury or property damage.

Engineer shall not be liable for special, incidental or consequential damages, including, but not limited to loss of profits, revenue, use of capital, claims of customers, cost of purchased or replacement power, or for any other loss of any nature, whether based on contract, tort, negligence, strict liability or otherwise, by reasons of the services rendered under this Agreement.

**11. Opinions of Probable Cost:** Since Engineer has no control over the cost of labor, materials or equipment, or over the Contractor(s) method of determining process, or over competitive bidding or market conditions, his/her opinions of probable Project Construction Cost provided for herein are to be made on the basis of his/her experience and qualifications and represent his/her judgment as a design professional familiar with the construction industry, but Engineer cannot and does not guarantee that proposal, bids or the Construction Cost will not vary from opinions of probable construction cost prepared by him/her. If prior to the Bidding or Negotiating Phase, Client wishes greater accuracy as to the Construction Cost, the Client shall employ an independent cost estimator Consultant for the purpose of obtaining a second construction cost opinion independent from Engineer.

**12. Governing Law and Dispute Resolutions:** This Agreement shall be governed by and construed in accordance with Articles previously set forth by (Item 9 of) this Agreement, together with the laws of the State of Indiana.

Any claim, dispute or other matter in question arising out of or related to this Agreement, which cannot be mutually resolved by the parties of this Agreement, shall be subject to mediation as a condition precedent to arbitration (if arbitration is agreed upon by the parties of this Agreement) or the institution of legal or equitable proceedings by either party. If such matter relates to or is the subject of a lien arising out of the Engineer's services, the Engineer may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by arbitration.

The Client and Engineer shall endeavor to resolve claims, disputes and other matters in question between them by mediation which, unless the parties mutually agree otherwise, shall be in accordance with the Construction Industry Mediation Rules of the American Arbitration Association currently in effect. Requests for mediation shall be filed in writing with the other party to this Agreement and with the American Arbitration Association. The request may be made concurrently with the filing of a demand for arbitration but, in such event, mediation shall proceed in advance of arbitration or legal or equitable proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order.

The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

Hamilton County courts shall have exclusive jurisdiction of any legal action arising out of this Agreement.

**13. Successors and Assigns:** The terms of this Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns, provided, however, that neither party shall assign this Agreement in whole or in part without the prior written approval of the other.

**14. Waiver of Contract Breach:** The waiver of one party of any breach of this Agreement or the failure of one

party to enforce at any time, or for any period of time, any of the provisions hereof, shall be limited to the particular instance, shall not operate or be deemed to waive any future breaches of this Agreement and shall not be construed to be a waiver of any provision, except for the particular instance.

**15. Entire Understanding of Agreement:** This Agreement represents and incorporates the entire understanding of the parties hereto, and each party acknowledges that there are no warranties, representations, covenants or understandings of any kind, matter or description whatsoever, made by either party to the other except as expressly set forth herein. Client and the Engineer hereby agree that any purchase orders, invoices, confirmations, acknowledgments or other similar documents executed or delivered with respect to the subject matter hereof that conflict with the terms of the Agreement shall be null, void and without effect to the extent they conflict with the terms of this Agreement.

**16. Amendment:** This Agreement shall not be subject to amendment unless another instrument is duly executed by duly authorized representatives of each of the parties and entitled "Amendment of Agreement."

**17. Severability of Invalid Provisions:** If any provision of the Agreement shall be held to contravene or to be invalid under the laws of any particular state, county or jurisdiction where used, such contravention shall not invalidate the entire Agreement, but it shall be construed as if not containing the particular provisions held to be invalid in the particular state, country or jurisdiction and the rights or obligations of the parties hereto shall be construed and enforced accordingly.

**18. Force Majeure:** Neither Client nor Engineer shall be liable for any fault or delay caused by any contingency beyond their control including but not limited to acts of God, wars, strikes, walkouts, fires, natural calamities, or demands or requirements of governmental agencies.

**19. Subcontracts:** Engineer may subcontract portions of the work, but each subcontractor must be approved by Client in writing.

**20. Access and Permits:** Client shall arrange for Engineer to enter upon public and private property and obtain all necessary approvals and permits required from all governmental authorities having jurisdiction over the Project. Client shall pay costs (including Engineer's employee salaries, overhead and fee) incident to any effort by Engineer toward assisting Client in such access, permits or approvals, if Engineer performs such services.

**21. Designation of Authorized Representative:** Each party (to this Agreement) shall designate one or more persons to act with authority in its behalf in respect to appropriate aspects of the Project. The persons designated shall review and respond promptly to all communications received from the other party.

**22. Notices:** Any notice or designation required to be given to either party hereto shall be in writing, and unless receipt of such notice is expressly required by the terms hereof shall be deemed to be effectively served when deposited in the mail with sufficient first class postage affixed, and addressed to the party to whom such notice is directed at such party's place of business or such other address as either party shall hereafter furnish to the other party by written notice as herein provided.

**23. Limit of Liability:** The Client and the Engineer have discussed the risks, rewards, and benefits of the project and the Engineer's total fee for services. In recognition of the relative risks and benefits of the Project to both the Client and the Engineer, the risks have been allocated such that the Client agrees that to the fullest extent permitted by law, the Engineer's total aggregate liability to the Client for any and all injuries, claims, costs, losses, expenses, damages of any nature whatsoever or claim expenses arising out of this Agreement from any cause or causes, including attorney's fees and costs, and expert witness fees and costs, shall not exceed the total Engineer's fee for professional engineering services rendered on this project as made part of this Agreement. Such causes included but are not limited to the Engineer's negligence, errors, omissions, strict liability or breach of contract. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.

**24. Client's Responsibilities:** The Client agrees to provide full information regarding requirements for and about the Project, including a program which shall set forth the Client's objectives, schedule, constraints, criteria, special equipment, systems and site requirements.

The Client agrees to furnish and pay for all legal, accounting and insurance counseling services as may be necessary at any time for the Project, including auditing services which the Client may require to verify the Contractor's Application for Payment or to ascertain how or for what purpose the Contractor has used the money paid by or on behalf of the Client.

The Client agrees to require the Contractor, to the fullest extent permitted by law, to indemnify, hold harmless, and defend the Engineer, its consultants, and the employees and agents of any of them from and against any and all claims, suits, demands, liabilities, losses, damages, and costs ("Losses"), including but not limited to costs of defense, arising in whole or in part out of the negligence of the Contractor, its subcontractors, the officers, employees, agents, and subcontractors of any of them, or anyone for whose acts any of them may be liable, regardless of whether or not such Losses are caused in part by a party indemnified hereunder. Specifically excluded from the foregoing are Losses arising out of the preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs, or specifications, and the giving of or failure to give directions by the Engineer, its consultants, and the agents and employees of any of them, provided such giving or failure to give is the primary cause of Loss. The Client also agrees to require the Contractor to provide to the Engineer the required certificate of insurance.

The Client further agrees to require the Contractor to name the Engineer, its agents and consultants as additional insureds on the Contractor's policy or policies of comprehensive or commercial general liability insurance. Such insurance shall include products and completed operations and contractual liability coverages, shall be primary and noncontributing with any insurance maintained by the Engineer or its agents and consultants, and shall provide that the Engineer be given thirty days, unqualified written notice prior to any cancellation thereof.

In the event the foregoing requirements, or any of them, are not established by the Client and met by the Contractor, the Client agrees to indemnify and hold harmless the Engineer, its employees, agents, and consultants from and against any and all Losses which would have been indemnified and insured against by the Contractor, but were not.

When Contract Documents prepared under the Scope of Services of this contract require insurance(s) to be provided, obtained and/or otherwise maintained by the Contractor, the Client agrees to be wholly responsible for setting forth any and all such insurance requirements. Furthermore, any document provided for Client review by the Engineer under this Contract related to such insurance(s) shall be considered as sample insurance requirements and not the recommendation of the Engineer. Client agrees to have their own risk management department review any and all insurance requirements for adequacy and to determine specific types of insurance(s) required for the project. Client further agrees that decisions concerning types and amounts of insurance are specific to the project and shall be the product of the Client. As such, any and all insurance requirements made part of Contract Documents prepared by the Engineer are not to be considered the Engineer's recommendation, and the Client shall make the final decision regarding insurance requirements.

**25. Information Provided by Others:** The Engineer shall indicate to the Client the information needed for rendering of the services of this Agreement. The Client shall provide to the Engineer such information as is available to the Client and the Client's consultants and contractors, and the Engineer shall be entitled to rely upon the accuracy and completeness thereof. The Client recognizes that it is impossible for the Engineer to assure the accuracy, completeness and sufficiency of such information, either because it is impossible to verify, or because of errors or omissions which may have occurred in assembling the information the Client is providing. Accordingly, the Client agrees, to the fullest extent permitted by law, to indemnify and hold the Engineer and the Engineer's subconsultants harmless from any claim, liability or cost (including reasonable attorneys' fees and cost of defense) for injury or loss arising or allegedly arising from errors, omissions or

inaccuracies in documents or other information provided by the Client to the Engineer.

**26. Payment:** Client shall be invoiced once each month for work performed during the preceding period. Client agrees to pay each invoice within thirty (30) days of its receipt. Subject to Item 33 of this Agreement, Client agrees to pay Engineer's cost of collection of all amounts due and unpaid after sixty (60) days, including court costs and reasonable attorney's fees, as well as costs attributed to suspension of services accordingly and as follows:

**Collection Costs.** In the event legal action is necessary to enforce the payment provisions of this Agreement, the Engineer shall be entitled to collect from the Client any judgment or settlement sums due, reasonable attorneys' fees, court costs and expenses incurred by the Engineer in connection therewith and, in addition, the reasonable value of the Engineer's time and expenses spent in connection with such collection action, computed at the Engineer's prevailing fee schedule and expense policies.

**Suspension of Services.** Subject to Item 33 of this Agreement if the Client fails to make payments when due or otherwise is in breach of this Agreement, the Engineer may suspend performance of services upon five (5) calendar days' notice to the Client. The Engineer shall have no liability whatsoever to the Client for any costs or damages as a result of such suspension caused by any breach of this Agreement by the Client. Client will reimburse Engineer for all associated costs as previously set forth in (Item 4 of) this Agreement.

Indemnity Clause: **When construction observation tasks are part of the service to be performed by the Engineer under this Agreement, the Client will include the following clause in the construction contract documents and the Client agrees not to modify or delete it:**

Contractor (and any subcontractor into whose subcontract this clause is incorporated) agrees and acknowledges that Engineer shall be considered a third party beneficiary of those contracts into which this clause has been incorporated; and agrees to assume the entire liability for all personal injury claims

suffered by its employees, including without limitation, claims asserted by persons allegedly injured on the Project; waives any limitation of liability defense based on the Workers' Compensation Act, court interpretations of said Act or otherwise; and to the fullest extent permitted by law, agrees to indemnify and hold harmless and defend Owner and Engineer and their agents, employees, and consultants (the "Indemnitees") from and against any such loss, expense, damage or injury, including attorneys' fees and costs that the Indemnitees may sustain as a result of such claims.

## **28. Job Site Safety/Supervision and Construction**

**Observation:** The Engineer shall neither have control over or charge of, nor be responsible for, the construction means, methods, techniques, sequences of procedures, or for safety precautions and programs in connection with the Work since they are solely the Contractor's rights and responsibilities. The Client agrees that the Contractor shall supervise and direct the work efficiently with his/her best skill and attention; and that the Contractor shall be solely responsible for the means, methods, techniques, sequences and procedures of construction and safety at the job site. The Client agrees and warrants that this intent shall be carried out in the Client's contract with the Contractor. The Client further agrees that the Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work; and that the Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to all employees on the subject site and all other persons who may be affected thereby. The Engineer shall have no authority to stop the work of the Contractor or the work of any subcontractor on the project.

When construction observation services are included in the Scope of Services, the Engineer shall visit the site at intervals appropriate to the stage of the Contractor's operation, or as otherwise agreed to by the Client and the Engineer to: 1) become generally familiar with and to keep the Client informed about the progress and quality of the Work; 2) to strive to bring to the Client's attention defects and deficiencies in the Work and; 3) to determine in general if the Work is being performed in a manner indicating that the Work, when fully completed, will

be in accordance with the Contract Documents. However, the Engineer shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. If the Client desires more extensive project observation, the Client shall request that such services be provided by the Engineer as Additional and Supplemental Construction Observation Services in accordance with the terms of this Agreement.

The Engineer shall not be responsible for any acts or omissions of the Contractor, subcontractor, any entity performing any portions of the Work, or any agents or employees of any of them. The Engineer does not guarantee the performance of the Contractor and shall not be responsible for the Contractor's failure to perform its Work in accordance with the Contract Documents or any applicable laws, codes, rules or regulations.

When municipal review services are included in the Scope of Services, the Engineer (acting on behalf of the municipality), when acting in good faith in the discharge of its duties, shall not thereby render itself liable personally and is, to the maximum extent permitted by law, relieved from all liability for any damage that may accrue to persons or property by reason of any act or omission in the discharge of its duties. Any suit brought against the Engineer which involves the acts or omissions performed by it in the enforcement of any provisions of the Client's rules, regulation and/or ordinance shall be defended by the Client until final termination of the proceedings. The Engineer shall be entitled to all defenses and municipal immunities that are, or would be, available to the Client.

**29. Insurance and Indemnification:** The Engineer and the Client understand and agree that the Client will contractually require the Contractor to defend and indemnify the Engineer and/or any subconsultants from any claims arising from the Work. The Engineer and the Client further understand and agree that the Client will contractually require the Contractor to procure commercial general liability insurance naming the Engineer as an additional named insured with respect to the work. The Contractor shall provide to the Client certificates of insurance evidencing that the contractually required insurance coverage has been procured. However, the Contractor's failure to provide the Client with the requisite certificates of

insurance shall not constitute a waiver of this provision by the Engineer.

The Client and Engineer waive all rights against each other and against the Contractor and consultants, agents and employees of each of them for damages to the extent covered by property insurance during construction. The Client and Engineer each shall require similar waivers from the Contractor, consultants, agents and persons or entities awarded separate contracts administered under the Client's own forces.

**30. Hazardous Materials/Pollutants:** Unless otherwise provided by this Agreement, the Engineer and Engineer's consultants shall have no responsibility for the discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials/pollutants in any form at the Project site, including but not limited to mold/mildew, asbestos, asbestos products, polychlorinated biphenyl (PCB) or other toxic/hazardous/pollutant type substances.

Furthermore, Client understands that the presence of mold/mildew and the like are results of prolonged or repeated exposure to moisture and the lack of corrective action. Client also understands that corrective action is an operation, maintenance and repair activity for which the Engineer is not responsible.

**31. Non-Discrimination.** Engineer agrees that it, and its subcontractors, will not discriminate against any employee or applicant for employment to be employed in the performance of 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 the Agreement.

**32. E-Verify.** Pursuant to Ind. Code § 22-5-1.7-11, Engineer, by entering into this Agreement with Client, is required to enroll in and verify the work eligibility status of all of its newly hired employees through the E-Verify program. Engineer is not required to verify the work eligibility status of all of its newly hired employees through the E-Verify program

if the E-Verify program no longer exists. Engineer hereby states that it does not knowingly employ an unauthorized alien. Engineer further affirms that it will enroll in the E-Verify program, and agrees to verify the work eligibility status of all its newly hired employees through the E-Verify program.

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

*February 23, 2010-INDIANA  
Modified for the City of Westfield*



Board of Works  
Nick Barbknecht  
Nick Snoply  
Scott Willis

Clerk Treasurer  
Marla Ailor

To: Westfield Board of Public Works & Safety

Date: April 22, 2026

Re: Action Item-Signing Authority  
2026 Pavement Striping Project

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 2026 Pavement Striping Project. The total contract will not exceed \$300,000.

\_\_\_\_\_  
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

**RESOLUTION NO. 26-123**

**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:

**(2) 30"x36" Cabinets, (2) 42" Round Tables, (1) 6'x35" Shelving Unit, (1) 5'x36" Cabinet, (1) 30"x40" Cabinet, (1) 36"x37" Cabinet (2) Corner Desk Connectors, (2) 24"x72" Desks, (1) 30"x36" Wooden Two Drawer Cabinet, (2) 72" Credenzas, (2) 36" Cabinets, (1) 30" Cabinet, (2) 36" Upper Cabinets, (3) White Board Enclosures, (3) 4'x8' White Boards, (1) Utility Mailbox, (1) Counter Top, (1) Double Sink, (1) Stove, (1) 36"x8' Table ("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

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President Nick Barbknecht

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Mayor Scott A. Willis

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Nick Snoply

Attest: \_\_\_\_\_

**RESOLUTION NO. 26-124**

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

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

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

WHEREAS, Westfield Police Department (“WPD”) General Order 26.1.2(D)(8)(c) states that retired sworn WPD personnel may receive his/her primary duty weapon (pistol) upon approval of the WPD Chief or his designee and Board approval;

WHEREAS, after serving the City and its citizens for 27+ years, Westfield Police Department Master Detective Anthony Howard is retiring; and

WHEREAS, in light of the foregoing, the Board hereby seeks to declare as surplus property and approve the transfer of WPD Master Detective Anthony Howard’s primary duty weapon pursuant to the applicable statutes and WPD General Orders.

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

Section 1. The above recitals are incorporated by reference.

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

Make: Glock  
Model: 47 MOS  
Serial Number: CFUG615  
“Primary Duty Weapon”

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

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

Section 5. This Resolution is effective upon passage.

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

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

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Mayor Scott A. Willis

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Chuck Lehman

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Nick Barbknecht

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

## City Services Building Badge and Identification Policy

In an effort to provide a safe and secure environment for the City's employees and residents, this policy establishes consistent identification and access procedures to ensure the safety and security of all employees, visitors, and property within the City Services Building.

### Employee Identification Requirements

#### 1. City-Issued ID Badge Requirement

All City employees are required to wear their City-issued identification badge ("ID Badge") in a visible manner at all times while in the City Services Building. For Police and Fire personnel in uniform, this will serve as appropriate identification; for non-uniformed Police and Fire personnel, please see Visitor Check-in below. If you forget your ID Badge at home, employees will need to go to guest services to obtain temporary building access.

*\*Please **do not** open the door to the City Services Building or hold doors open for anyone without a visible ID Badge.*

2. If an employee loses their ID Badge, they must contact Helpdesk as soon as they realize their ID Badge is missing for deactivation. IT will then issue a new ID Badge (if on the weekend, the next business day). You will retrieve your new ID Badge from the Front Desk. If an employee loses their ID Badge, a new ID Badge will be issued at the employee's expense. Employees will not be responsible for the cost of replacing damaged or defective ID Badges due to normal wear and tear.

### Visitor Check-In and Identification

#### 1. Visitor Check-In Requirement

All visitors must check in at the Kiosk upon entering the City Services Building. Temporary Visitor Identification badges will be issued and must be worn visibly at all times while inside the City Services Building. All visitors will be escorted by a City employee within the building's secure areas (any area of the City Services Building that requires additional ID Badge access).

2. Contractors/Vendor Badges: Certain contractors and vendors may be issued assigned Identification badges by the City. These Identification badges will be colored differently from City employee ID Badges. Contractors and Vendors will still be required to be escorted by City employees into secure areas (any area of the City Services Building that requires additional ID Badge access).

*\*Failure to comply with this policy may result in disciplinary action, as outlined in the Employee Policy and Procedure Manual.*

## ROAD IMPACT FEE INSTALLMENT AGREEMENT

Cross Referenced to Instrument No. 2017043820

ELWESTFIELD, LLC (the "Applicant") makes the following commitments (the "Commitments") to the City of Westfield, Hamilton County, Indiana ("City") regarding the installment payments for the Road Impact Fees properly assessed on the following described real estate (the "Real Estate") located in Hamilton County, Indiana:

**Section 1.**     **Description of Real Estate:** See attached Exhibit A (the "Real Estate").

**Address:**       19308 Westmore Lane, Westfield, Indiana 46074

**Parcel No:**     08-05-25-00-01-007.000

**Section 2.**     **Improvement Location Permit Nos.:** A26-0108 (the "ILP").

**Builder/Contractor:**

**Section 3.**     **Statement of Terms:**

- A. As part of the development of the Real Estate, road impact fees are required to be paid to the City by the Applicant. In accordance with City Ordinance 17-43, the City assessed a road impact fee of **\$184,989.00** on March 3, 2026, attached hereto as Exhibit B (26-RIFA-02) (the "Assessed Road Impact Fee"), as part of the Applicant's filed ILP for the Real Estate.
- B. Pursuant to I.C. 36-7-4-1324 the City agrees to installment payments of the Assessed Road Impact Fees as set forth herein.
- C. Prior to the issuance of the ILP, the Applicant agrees to tender \$5,000.00 (Five-Thousand Dollars) or five percent (5%), whichever is greater.
- D. Pursuant to I.C. 36-7-4-1324 the City will charge six percent (6%) interest on an annual basis, only on the portion of the impact fee that is outstanding.
- E. Pursuant to I.C. 36-7-4-1324 the City may charge a ten percent (10%) penalty on any installment which is not paid by the payable due date set forth in Section F. This penalty will be assessed only to the installment amount which is overdue and is a one-time charge for that installment. Interest in the amount described in Section D may also be charged on the penalty amount in accordance with I.C. 36-7-4-1324.
- F. The Applicant agrees to make installment payments to the City for the remaining Assessed Road Impact Fee on or before the dates set forth below. The remaining amounts shall be due in equal payments beginning April 23, 2027, and every year thereafter, in accordance with the following:

Issuance of ILP:	\$ 9,249.45
April 23, 2027:	\$41,719.94
April 23, 2028:	\$41,719.94
April 23, 2029:	\$41,719.94
April 23, 2030:	\$41,719.94
April 23, 2031:	\$41,719.94
<b>Total Road Impact Fee:</b>	<b>\$217,849.15</b>

G. The Applicant is aware and agrees that a lien is placed upon the Real Estate pursuant to I.C. 36-7-4-1325 and the City reserves all rights of collection thereunder.

**Section 4. Binding on Successors and Assigns:**

This Agreement is binding upon each subsequent owner of the Real Estate, each other person acquiring an interest in the Real Estate, and each user of the Real Estate, unless modified or terminated by the City.

**Section 5. Effective Date:**

This Agreement is effective upon the issuance of the ILP and shall continue in effect until the Assessed Road Impact Fees are paid in full or unless modified or terminated in writing by the City.

**Section 6. Recording:**

The undersigned hereby authorizes the Westfield Community Development Department to record this Agreement in the Office of the Recorder of Hamilton County, Indiana, if desired by the City.

**Section 7. Enforcement:**

This Agreement may be enforced by the City of Westfield, and the only proper venue shall be the Hamilton Circuit or Superior Courts in Hamilton County, Indiana.

[Remainder of page intentionally left blank;  
Signature page follows.]

ELWESTFIELD, LLC (the "Applicant")

By: Mae Siffin

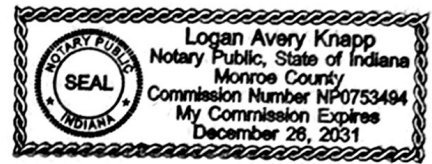
Printed Name: MAE SIFFIN

Title: MEMBER

Date: March 20, 2026

Before me the undersigned, a Notary Public in and for said County and State, personally appeared the above party, who having been duly sworn acknowledged the execution of the foregoing instrument.

Logan Avery Knapp  
SIGNATURE OF NOTARY PUBLIC



State of Indiana, County of Monroe, SS:

Subscribed and Sworn before me this 20<sup>th</sup> day of MARCH, 2026.

Printed Name of Notary Public Logan Avery Knapp

My Commission Expires 12/26/2031

I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security Number in this document, unless required by law: Michael Pearce, City Engineer.

Prepared by: Chad Mills, Senior Project Manager  
City of Westfield  
2728 East 171st Street,  
Westfield, IN 46074  
(317) 439-6602

**CITY OF WESTFIELD  
BOARD OF PUBLIC WORKS & SAFETY**

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Nick Barbknecht

---

Chuck Lehman

---

Scott Willis

**ATTEST:**

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Pat Leuteritz, Office Administrator

Exhibit A  
Real Estate

## LEGAL DESCRIPTION

---

PART OF BLOCK 5 OF CHATHAM COMMONS, PER PLAT THEREOF, RECORDED AS INSTRUMENT NUMBER 2017043820 IN THE OFFICE OF THE RECORDER OF HAMILTON COUNTY, INDIANA, BEING THAT 2.690-ACRE TRACT OF LAND SHOWN ON THE ALTA/NSPS LAND TITLE SURVEY DATED NOVEMBER 25, 2024, AS LAST REVISED, BY MICHAEL J. SMITH, PS #LS20500025 OF AMERICAN STRUCTUREPOINT, INC. UNDER PROJECT NUMBER 2024.01016, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A 5/8-INCH DIAMETER REBAR WITH A CAP STAMPED "ASI FIRM 0094" (HEREAFTER REFERRED TO AS "ASI REBAR") AT THE NORTHEAST CORNER OF SAID BLOCK 5, THE FOLLOWING TWO (2) COURSES ARE ALONG THE EAST LINES THEREOF; 1)THENCE SOUTH 02 DEGREES 49 MINUTES 55 SECONDS WEST 53.33 FEET (THE BEARINGS ARE BASED ON SAID PLAT) TO AN ASI REBAR; 2)THENCE SOUTH 09 DEGREES 10 MINUTES 03 SECONDS WEST 197.34 FEET TO AN ASI REBAR; THENCE NORTH 88 DEGREES 58 MINUTES 48 SECONDS WEST 524.24 FEET TO AN ASI REBAR; THENCE NORTH 17 DEGREES 32 MINUTES 08 SECONDS EAST 67.34 FEET TO AN ASI REBAR; THENCE NORTH 32 DEGREES 31 MINUTES 14 SECONDS EAST 120.76 FEET TO AN ASI REBAR ON A NORTH LINE OF SAID BLOCK 5, THE FOLLOWING THREE (3) COURSES ARE ALONG NORTH AND WEST LINES THEREOF; 1)THENCE NORTH 57 DEGREES 35 MINUTES 11 SECONDS EAST 133.02 FEET TO AN ASI REBAR; 2)THENCE NORTH 09 DEGREES 25 MINUTES 36 SECONDS EAST 7.93 FEET TO AN ASI REBAR; 3)THENCE SOUTH 88 DEGREES 58 MINUTES 48 SECONDS EAST 359.49 FEET TO THE POINT OF BEGINNING. CONTAINING 2.690 ACRES, MORE OR LESS.

## Exhibit B Assessed Road Impact Fee

### ROAD IMPACT FEE ASSESSMENT

Assessment Request #: 26-RIFA-02  
 Assessment Date: 03/03/26  
 Assessment Performed by: Michael Pearce  
 (I.C. 36-7-4-1321 and City Ordinance No. 22-65)



<b>Property Information:</b>		<b>Applicant Information:</b>	
<b>Property Description:</b>		<b>Name:</b>	Mae Siffin, KPM Hotel Group
<b>Parcel:</b>	08-05-25-00-01-007.000	<b>Address:</b>	
<b>Address:</b>	1500 Chatham Commons Blvd	<b>Email:</b>	mae@kpmhotelgroup.com

### Development Information:

**Existing:** Undeveloped/Vacant  
**Proposed:** 116 room hotel  
 2.7 acres

**Zoning:** Chatham Commons PUD

### Road Impact Fee Calculation:

In accordance with I.C. 36-7-4-1321 and the City's adopted impact fee ordinance, road impact fees are calculated based on the number of twenty-four-hour trips taken from the latest version of the *Trip Generation Manual*, a study published by the Institute of Transportation Engineers (the following were developed based on the guidelines set forth in the 11th Edition).

<b>Land Use Code:</b>	All Suites Hotel (311)		
<b>Independent Variable:</b>	116	Rooms	
<b>Weighted Trip Average:</b>	4.40	per	1 Room (average weekday 24-hour trip rate)

#### Trips:

A "trip" is a single or one-direction vehicle movement exiting or entering the site. For trip generation purposes, the total trips for a 24-hour period are the total of all trips entering plus all trips exiting a site during this period (e.g., one vehicle in and out of site equals two trips).

#### Pass-by Trips:

A pass-by trip is a trip made as an intermediate stop from an origin to a primary destination, and is generally a trip attracted from traffic already passing the site on an adjacent street. Trip generation estimates may be able to be reduced, subject to the land use, its context and available data from the Trip Generation Manual. If appropriate, the calculation below takes pass-by trips into consideration.

#### Calculation:

Trips:	Room	Variable	x	Trip Average	=	510.40 24-hour trips
	116	1		4.4		
Pass-by Trips:	Average pass-by trip percentage:					0% pass-by trip reduction %
						0.00 pass-by trips
Credits:	No structure demolition is proposed:					0.00 structure demolition credits
	Total net trips:					510.40 24-hour trips

**Road Impact Fee:** \$362.44 per trip (effective 01/22/2025 through 1/22/2030)

Road Impact Fee Assessment:						Total Road Impact Fee:
24-hour trips	fee per trip	road impact fee	pass-by trip discount	redevelopment credits	=	
510.40	x \$362.44	= \$ 184,989	-	-	-	\$ 184,989

<b>X</b>	This is being provided as an assessment of the road impact fees due for the development. Road impact fees are due by the applicant upon the City's issuance of an improvement location permit for this development. Please provide a copy of this assessment with any Improvement Location Permit application made with the City regarding this property.
	This is being provided as an estimate for informational purposes only at the request of the applicant and is not binding upon the applicant or the City. The actual assessment of road impact fees for this development is subject to change.

# CITY OF WESTFIELD



## CITY OF WESTFIELD BOARD OF PUBLIC WORKS

NICK BARBKNECHT - PRESIDENT \_\_\_\_\_ DATE \_\_\_\_\_

CHUCK LEHMAN - VICE PRESIDENT \_\_\_\_\_ DATE \_\_\_\_\_

SCOTT WILLIS - MAYOR AND BOARD MEMBER \_\_\_\_\_ DATE \_\_\_\_\_

## CITY OF WESTFIELD DIRECTOR OF PUBLIC WORKS

JOHNATHON NAIL, PE - DIRECTOR OF PUBLIC WORKS \_\_\_\_\_ DATE \_\_\_\_\_

## WESTFIELD CITY ENGINEER

MICHAEL PEARCE, PE - CITY ENGINEER \_\_\_\_\_ DATE \_\_\_\_\_

# ROAD PLANS

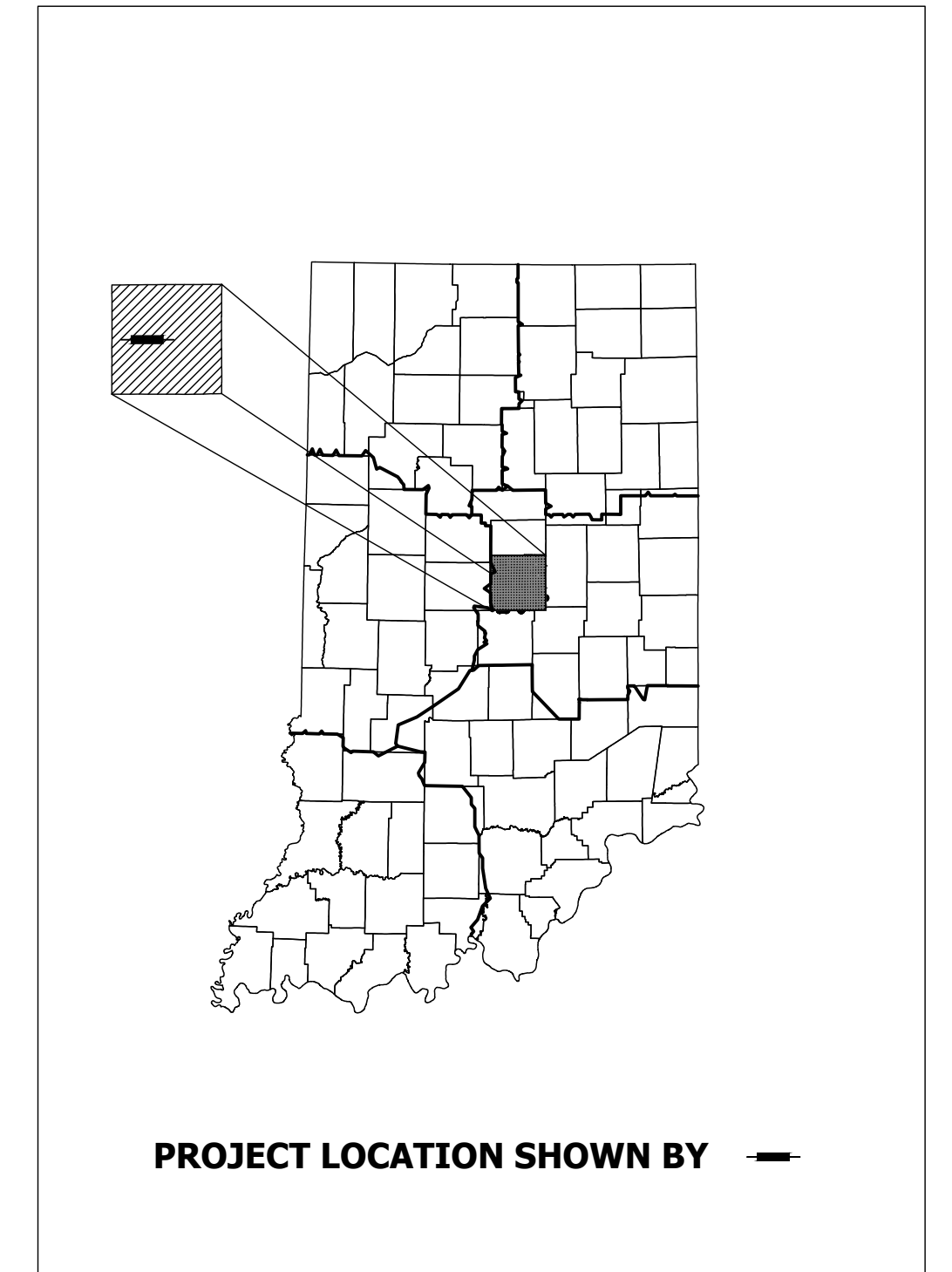
## 191st Street Widening and Grand Park Boulevard Roundabout

### TRAFFIC DATA 191ST STREET

A.A.D.T. (2025)	13,375 V.P.D.
A.A.D.T. (2045)	20,946 V.P.D.
D.H.V. (2045)	2050 V.P.D.
DIRECTIONAL DISTRIBUTION	67.0% (EB)
TRUCKS	6.7% A.A.D.T. 2.6% D.H.V.

### DESIGN DATA

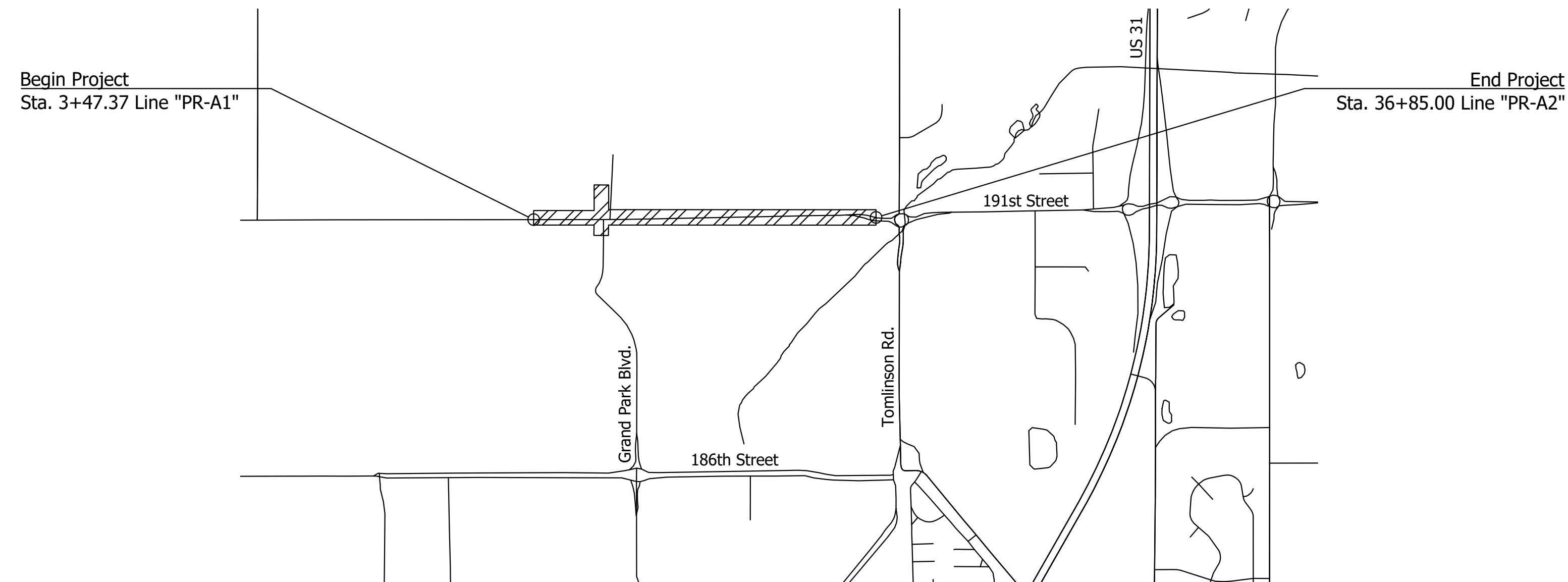
DESIGN SPEED	35 M.P.H.
PROJECT DESIGN CRITERIA	RECONSTRUCTION (NON-FREEWAY)
FUNCTIONAL CLASSIFICATION	LOCAL AGENCY COLLECTOR
RURAL/URBAN	URBAN (SUBURBAN)
TERRAIN	LEVEL
ACCESS CONTROL	NONE



Scale: 1" = 1000'

LATITUDE: 40°3'51.51"N LONGITUDE: 86°8'53.02"W

GROSS LENGTH:	0.632 MI.
NET LENGTH:	0.632 MI.
MAX. GRADE:	3.00 %



VICINITY MAP  
HAMILTON COUNTY

INDIANA DEPARTMENT OF TRANSPORTATION  
STANDARD SPECIFICATIONS DATED 2026 TO  
BE USED WITH THESE PLANS

Date: Mar 23, 2026, 2:56pm User Name: erminens.dbebe File: X:\production\files\2023\123-1011\CAD\misc\DWG\SHL\_title\_sheet\_123-1011.dwg



PLANS PREPARED BY: **LOCHMUELLER GROUP, INC.** (---) -----

CERTIFIED BY: \_\_\_\_\_ DATE \_\_\_\_\_

APPROVED FOR LETTING: \_\_\_\_\_ DATE \_\_\_\_\_  
INDIANA DEPARTMENT OF TRANSPORTATION

BRIDGE FILE  
N/A  
DESIGNATION

SURVEY BOOK	SHEET
ELECTRONIC	1 of 130
CONTRACT	PROJECT

PROJECT	DESIGNATION
MONON TRAIL	
CONTRACT	BRIDGE FILE
	MONON TRAIL

STRUCTURE INFORMATION				
STRUCTURE	TYPE	SPAN AND SKEW	OVER	STATION
	PEDESTRIAN STEEL TRUSS BRIDGE	FIVE SPANS 82'-0", 82'-0", 115'-0", 82'-0", 82'-0" SKEW: 0	191ST STREET	12+36.47 Line "PR-BR"

# CITY OF WESTFIELD



## BRIDGE PLANS FOR SPANS OVER 20 FEET MONON TRAIL OVER 191ST STREET

CITY OF WESTFIELD  
BOARD OF PUBLIC WORKS

NICK BARBKNECHT, PRESIDENT

CHUCK LEHMAN, VICE PRESIDENT

MAYOR SCOTT WILLIS, MEMBER

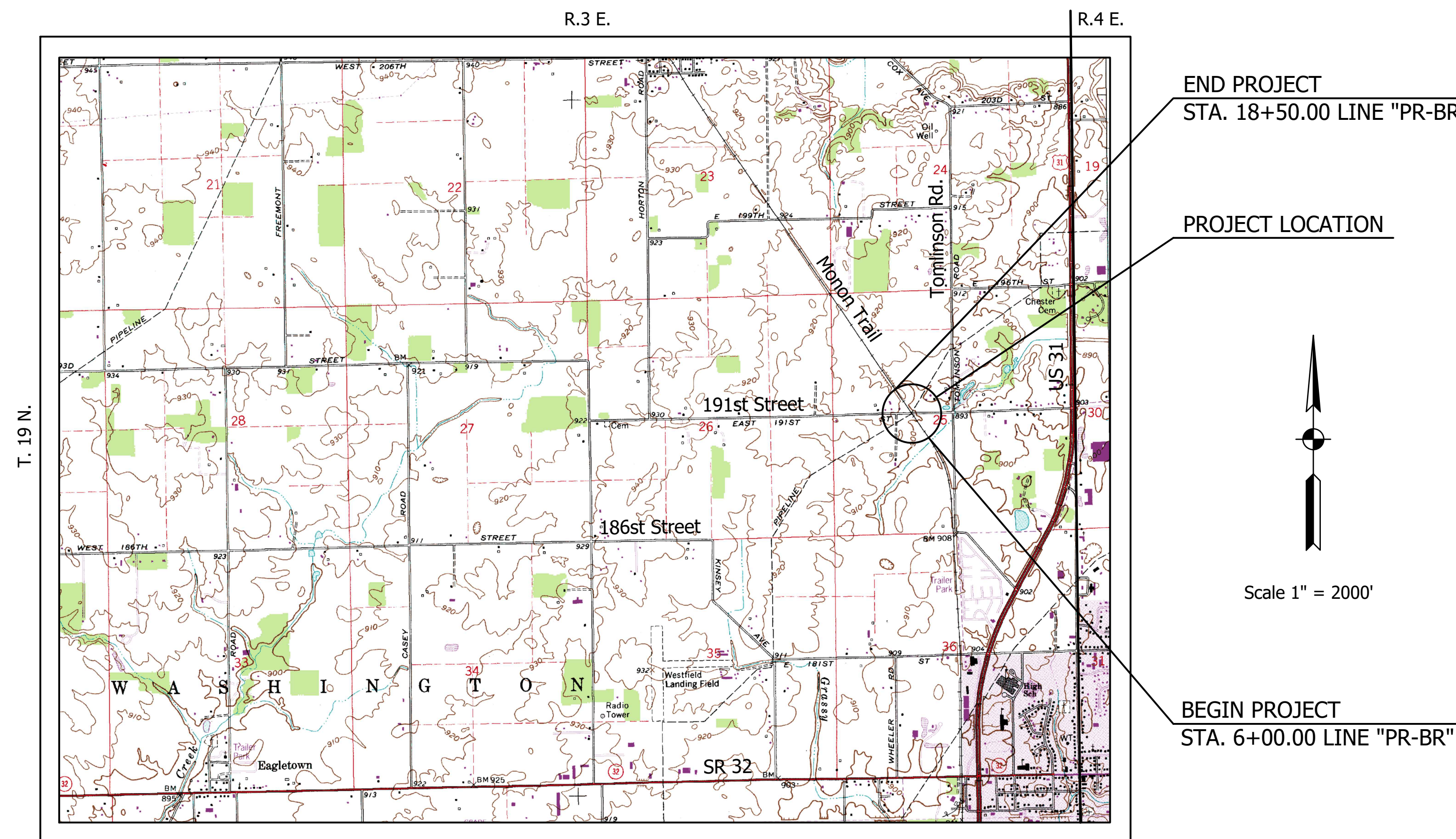
DATE: \_\_\_\_\_

RECOMMENDED FOR APPROVAL:

JOHNATHON NAIL, DIRECTOR OF PUBLIC WORKS

MICHAEL PEARCE, CITY ENGINEER

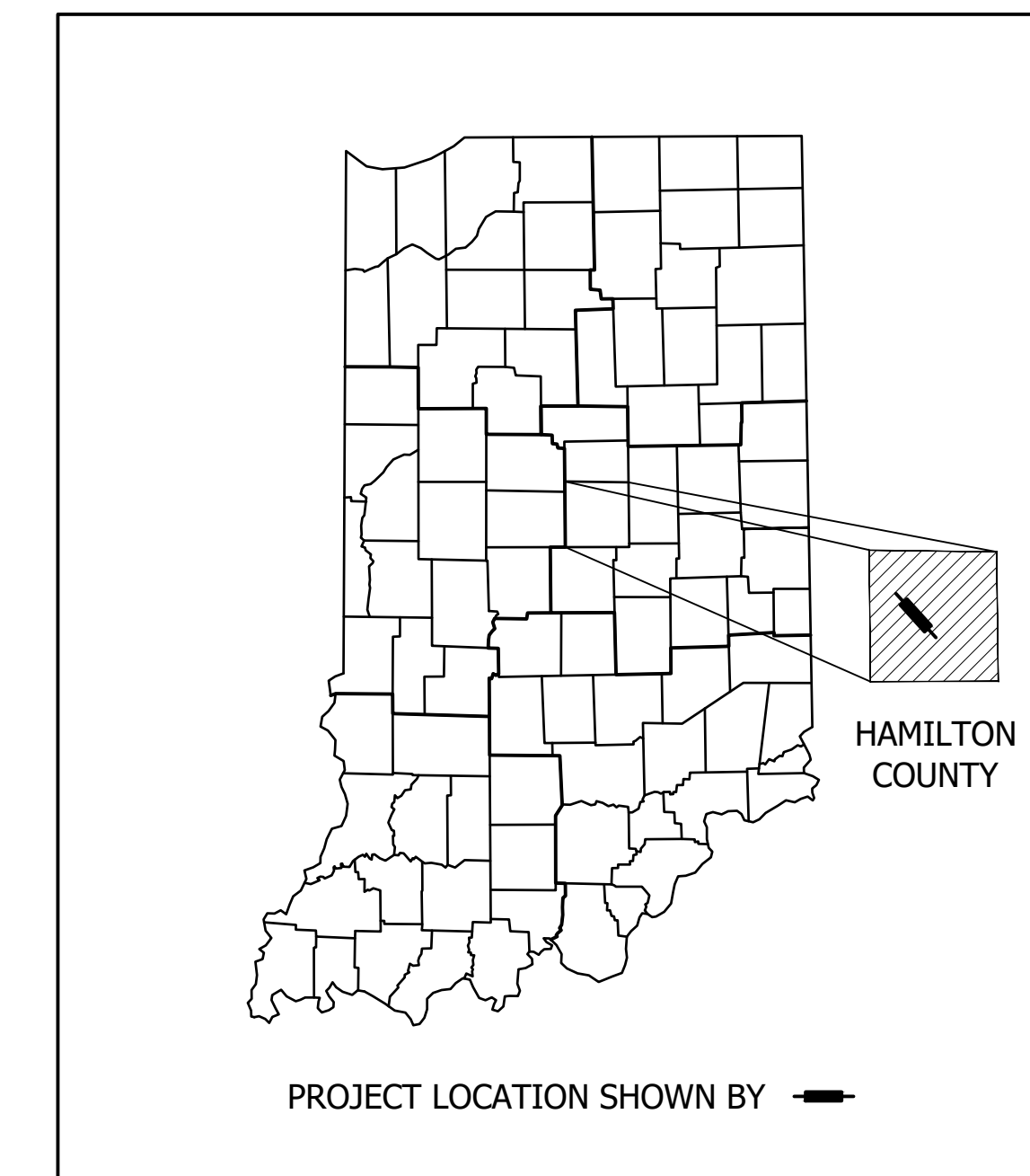
This New Bridge Construction on Monon Trail over 191st Street, located Approximately 0.66 Miles West of US 31, Section 25, T-19-N, R-3-E, Washington Township, Hamilton County, Indiana.



TRAFFIC DATA	191ST STREET
A.A.D.T. (2025)	13,375 V.P.D.
A.A.D.T. (2045)	20,946 V.P.D.
D.H.V. (2025)	2,050 V.P.H.
DIRECTIONAL DISTRIBUTION	67% (E.B)
TRUCKS	6.7% A.A.D.T. 2.6% D.H.V.

DESIGN DATA	191ST STREET
DESIGN SPEED	35 M.P.H.
PROJECT DESIGN CRITERIA	3R (NON-FREEWAY)
FUNCTIONAL CLASSIFICATION	LOCAL ARTERIAL COLLECTOR
RURAL/URBAN	URBAN (SUBURBAN)
TERRAIN	LEVEL
ACCESS CONTROL	NONE

DESIGN DATA	MONON TRAIL
DESIGN SPEED	20 M.P.H.
PROJECT DESIGN CRITERIA	BICYCLE FACILITY
FUNCTIONAL CLASSIFICATION	SHARED USE PATH
RURAL/URBAN	URBAN (SUBURBAN)
TERRAIN	LEVEL
ACCESS CONTROL	NONE



LATITUDE: 40°03'52" N    LONGITUDE: 86°08'25" W

BRIDGE LENGTH :	0.084 MI.
ROADWAY LENGTH :	0.153 MI.
TOTAL LENGTH :	0.237 MI.
MAX GRADE :	-5.00%

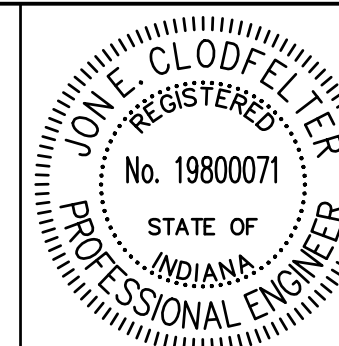
HAMILTON COUNTY

[INDIANA DEPARTMENT OF TRANSPORTATION  
STANDARD SPECIFICATIONS DATED 2024 TO BE  
USED WITH THESE PLANS]

File Name: P:\BR\CB\24-207 Monon over 191ST\Bridges\Plans\Title.dwg Plot Date: 8/29/2025 Plotted By: David Zola



8440 Allison Pointe Boulevard, Suite 200  
Indianapolis, IN 46250  
Phone 317-895-2585  
www.ucindy.com



PLANS PREPARED BY: UNITED CONSULTING (317) 895-2585  
PHONE NUMBER  
CERTIFIED BY: *J. Clodfelter* August 29, 2025  
DATE  
APPROVED FOR LETTING: \_\_\_\_\_  
INDIANA DEPARTMENT OF TRANSPORTATION DATE

BRIDGE FILE	
MONON TRAIL	
DESIGNATION	
SURVEY BOOK	SHEETS
CONTRACT	1 of 50
PROJECT	
MONON TRAIL	



April 22, 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:

- WF RE, LLC, Pet Supplies Plus – Westfield, Bond #32S621332, \$57,102.00, Storm Sewer & Erosion Control
- Performance Services, Inc., Westfield Middle School & Elementary School, Phase 2, Bond #30269277, \$426,011.30, Erosion Control
- Performance Services, Inc., Westfield Middle School & Elementary School, Phase 2, Bond #30269278, \$216,706.60, ROW
- Performance Services, Inc., Westfield Middle School & Elementary School, Phase 2, Bond #30269279, \$1,306,979.30, Storm Sewer

### **Performance Bond Release**

- HSC Westfield, LLC, Zaxby's, Bond #800181402, \$138,930.00, ROW, Storm, & 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:

- HSC Westfield, LLC, Zaxby's, Bond #800181443, \$12,630.00, Storm, ROW, & Erosion Control

## Maintenance Bond Release

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

- Custard Kings, Inc., Culvers, Bond #9827961-M, \$25,220.00, Streets/Curbs, Storm Sewer, Sidewalk, & Trail
- Hook-SuperRx, LLC, CVS, Bond #015055026, \$5,202.70, Storm Sewer & Erosion Control
- Elevation Excavation, Inc., Enclave at Andover, Section 3, Bond #1163908, \$5,148.00, Storm Sewer
- Mattingly Concrete, Inc., Enclave at Andover, Section 3, Bond #Q89-7270310, \$3,000.00, Common Area Sidewalk
- E&B Paving, Inc., Enclave at Andover, Section 3, Bond #30071238, \$10,883.70, Onsite Stone, Asphalt Binder, & Asphalt Surface, 8' Asphalt Path.
- Sitecrete, LLC, Enclave at Andover, Section 3, Bond #30070774, \$2,024.18, Curbs
- Grand Communities, LLC, Derby Ridge, Section 4, Bond #CMS0332576, \$1,982.10, Erosion Control
- Globe Asphalt Paving Co., Inc., Derby Ridge, Section 4, Bond #7658199, \$5,114.12, Streets
- Weihe Construction, Inc., Derby Ridge, Section 4, Bond #30049406, \$1,898.00, Storm Sewer
- Weihe Construction, Inc., Derby Ridge, Section 4, Bond #30049405, \$1,099.00, Lime Stabilization
- Weihe Construction, Inc., Derby Ridge, Section 4, Bond #30049404, \$1,521.00, Concrete Curb
- Grand Communities, LLC, Derby Ridge, Section 5, Bond #CMS0332577, \$13,244.07, Pedestrian Bridge
- Grand Park Shoppes, Maintenance LOC #3412644, \$26,274.20, Streets/Curbs, Storm Sewer, & Sidewalk
- MREC EH Harmony Westfield, LLC, Harmony, Section 3, Bond #1148662, \$47,927.60, Streets/Curbs
- MREC EH Harmony Westfield, LLC, Harmony, Section 3, Bond #1148663, \$68,972.30, Storm Sewer
- MREC EH Harmony Westfield, LLC, Harmony, Section 3, Bond #1148664, \$5,597.70, Sidewalk
- MREC EH Harmony Westfield, LLC, Harmony, Section 3, Bond #1148665, \$3,214.50, Trail
- MREC EH Harmony Westfield, LLC, Harmony, Section 3, Bond #1148666, \$11,288.60, Erosion Control
- MREC EH Harmony Westfield, LLC, Harmony, Section 4, Bond #1155272, \$47,927.60, Streets/Curbs
- MREC EH Harmony Westfield, LLC, Harmony, Section 4, Bond #1155273, \$68,972.30, Storm
- MREC EH Harmony Westfield, LLC, Harmony, Section 4, Bond #1155274, \$5,597.70, Sidewalks
- MREC EH Harmony Westfield, LLC, Harmony, Section 4, Bond #1155275, \$2,279.29, Trail

- MREC EH Harmony Westfield, LLC, Harmony, Section 4, Bond #1155276, \$9,133.27, Erosion Control

### **Cash in Lieu**

The Westfield Public Works Department is recommending that the Board of Public Works and Safety accept the following Developer Agreement (Cash in Lieu) for the requested developments:

- ELWestfield, LLC, Element Hotel, Check #1075, \$15,529.00, Storm Sewer, ROW, & Erosion Control
- LOR Corporation, Towne Run Commercial, CC, \$1,768.25, Storm Sewer & Erosion Control



Westfield Fire Department

# Monthly Operational Dashboard

March 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

**511**

Fire 149 • EMS 353

FALSE ALARMS

**56**

11.0% Of Total Incidents

BUSIEST RESOURCES

**Station 81 Engine 381**

Station 120 Apparatus 133

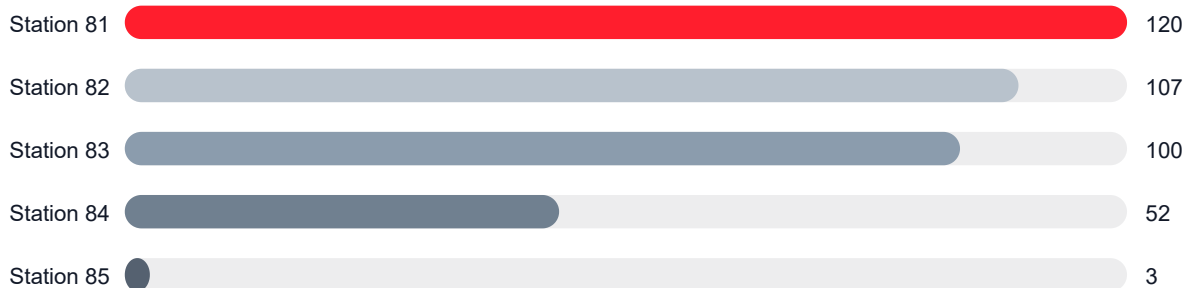
FASTEST TURNOUT

**Medic 381**

**74 Seconds** Goal Under 80 Seconds

## Station Call Volume

Horizontal Ranking By Incident Count



Station 81 handled the highest station volume with 120 incidents. That is 13 more than the next highest station.

## Fire Vs EMS

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

● EMS	- 353
69.1%	
● Fire	- 149
29.2%	
● Other	- 9
1.8%	



EMS activity accounted for 69.1% of incident demand this month, while fire incidents represented 29.2% and the remaining 1.8% fell into an other category.

TOTAL APPARATUS  
RESPONSES

**1127**

AVERAGE INCIDENTS PER  
DAY

**16.5**

511 incidents across 31  
calendar days

### Top 3 Incident Subtypes

Highest-Volume Detailed Subtypes From The  
Current Monthly Export



Total incidents reflect dispatch count. Station and apparatus totals can run lower when assignment data is missing in the source.

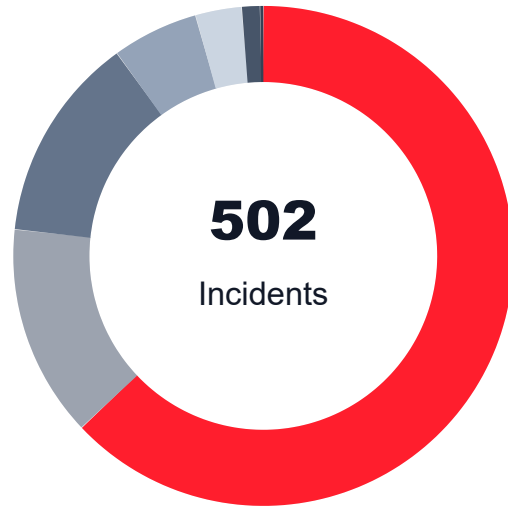
# Incident Profile

Grouped categories and the top detailed incident subtypes.

## Incident Groups

Executive Remap Of Source Categories

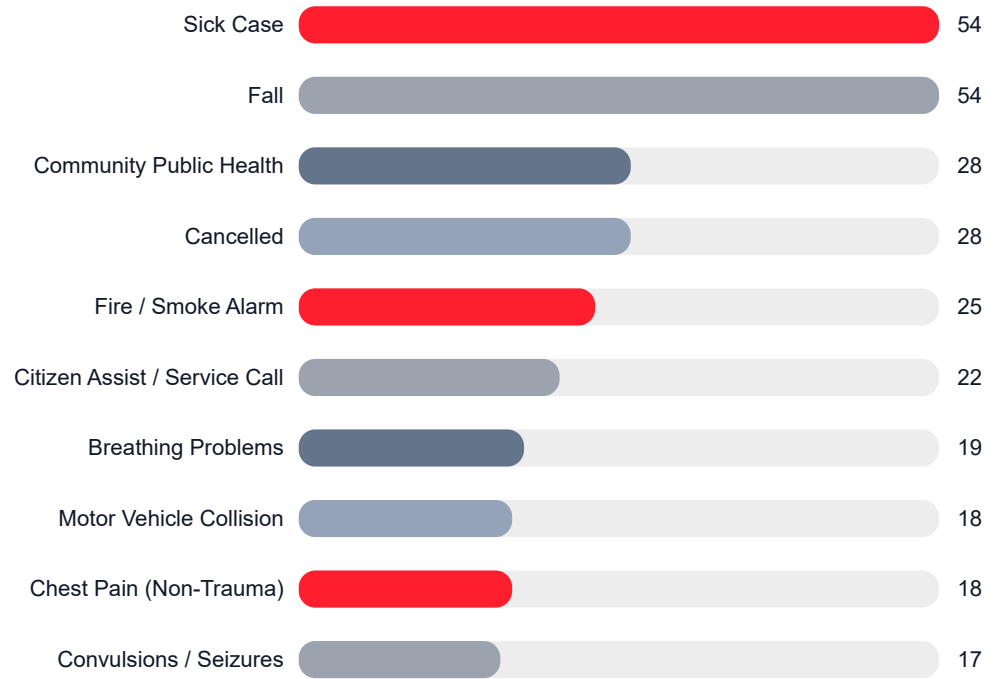
● Medical	- 316 62.9%
● No Emergency	- 69 13.7%
● Public Service	- 67 13.3%
● Hazards	- 28 5.6%
● Fire	- 15 3.0%
● Rescue	- 6 1.2%
● Law Support	- 1 0.2%



Medical was the largest grouped category with 316 incidents, representing 61.8% of total dispatch volume.

## Top Incident Subtypes

Highest-Volume Detailed Subtypes From The Current Monthly Export



Sick Case was the single highest-volume detailed subtype at 54 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 CSV



Engine 381 was the busiest included apparatus at 133 incidents, leading the next highest unit by 17 calls.

# Fire Zone Distribution

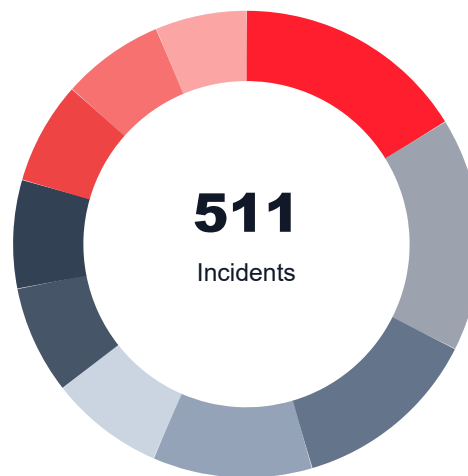
Top 10 Fire Zones In Chart Form With The Complete Ranked List Below.

## Top 10 Fire Zones

Top 10 Fire Zones Ranked By Incident Count

(NULL) / Unassigned Or Outside Area: 41 Incidents Included In The Full Total And Listed In The Table

● 82O	- 41
16.2%	
● 81C	- 41
16.2%	
● 83J	- 33
13.0%	
● 81P	- 28
11.1%	
● 81V	- 20
7.9%	
● 83H	- 19
7.5%	
● 83M	- 19
7.5%	
● 81U	- 18
7.1%	
● 81B	- 18
7.1%	
● 85G	- 16
6.3%	



Show Full Fire Zone Table

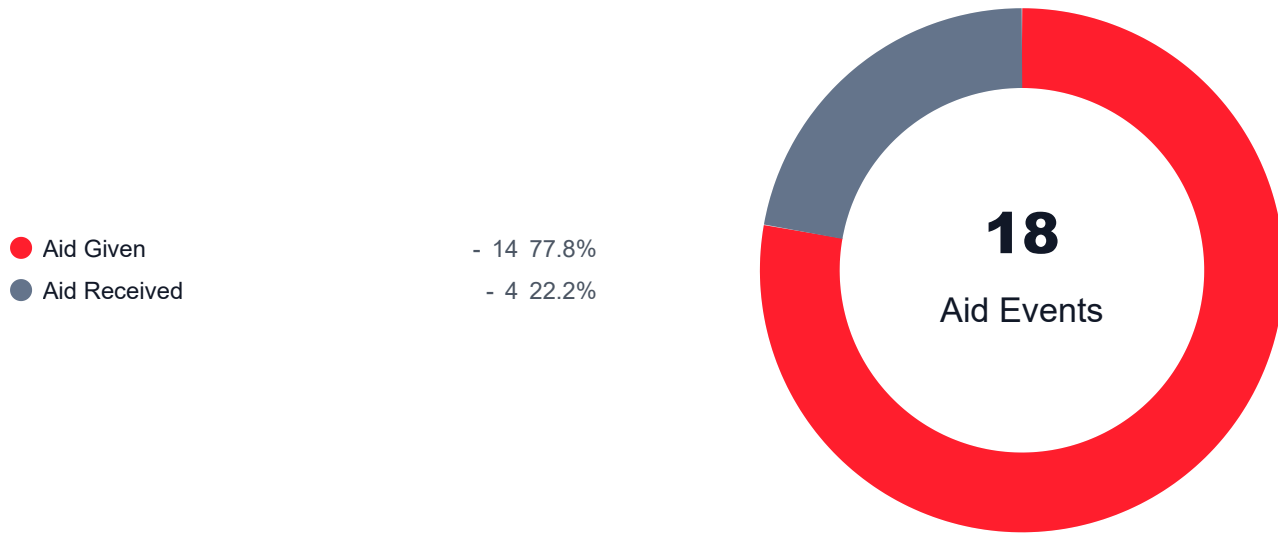
82O was the highest-volume fire zone in the current monthly export with 41 incidents.

# Mutual Aid

Given Vs Received Support Across Reported Aid Categories.

## Mutual Aid By Direction

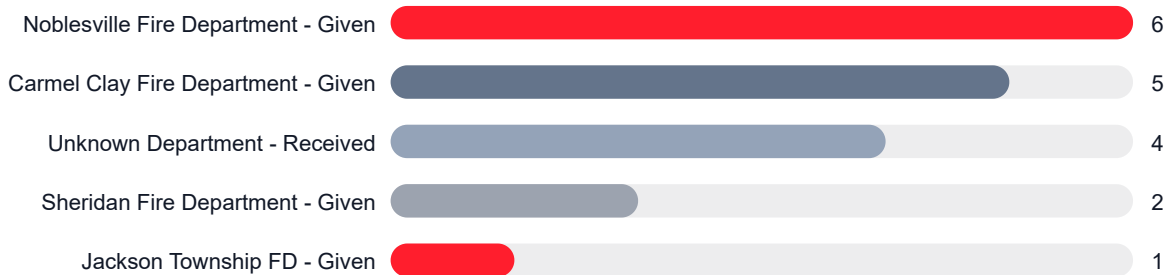
Aggregated From The Monthly Export



Mutual aid was provided 14 times and received 4 times, indicating net outbound support this month.

## Mutual Aid Detail By Department

Horizontal Ranking By Department Or Agency Name And Direction

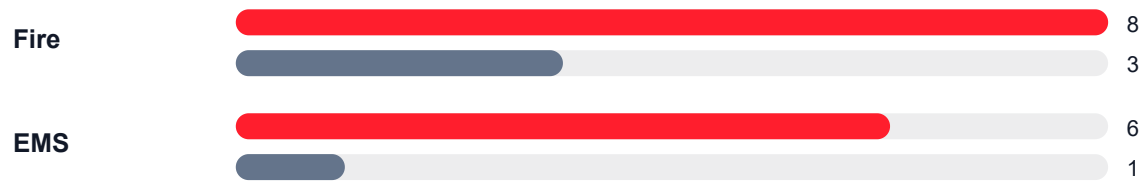


Noblesville Fire Department - Given was the highest-volume mutual aid department or agency entry at 6 incidents.

## Mutual Aid Fire Vs EMS

## Mutual Aid Incidents Split By Fire Vs EMS Using The Existing Dashboard Logic And Broken Out By Given Vs Received

● Given ● Received



Fire represented the largest mutual aid workload category at 11 incidents, with 8 given and 3 received.

## Mutual Aid Tables

All Mutual Aid Tables Retained Below For Reference

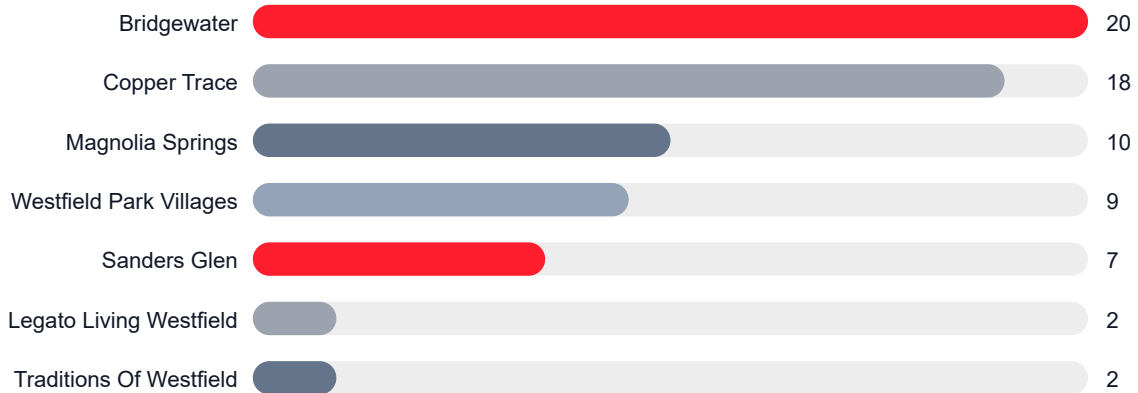
[Show Mutual Aid Tables](#)

# Care Facility Activity

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

## Care Facility Incident Volume

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



Bridgewater generated the highest care facility call volume with 20 incidents in the current monthly export.

## Care Facilities Vs Department Total

Selected Care Facility Incidents Compared To Total Department Incidents

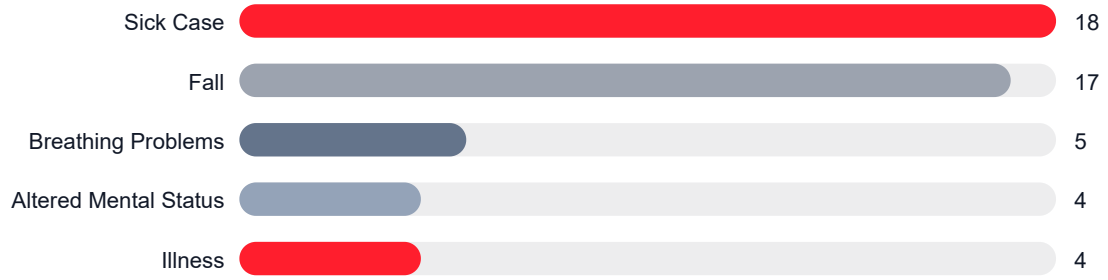
● Care Facilities 68 (13.3%) ● All Other Department Incidents 443 (86.7%)



Selected care facilities accounted for 68 incidents, equal to 13.3% 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 18 incidents.

## Care Facility Reference List

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

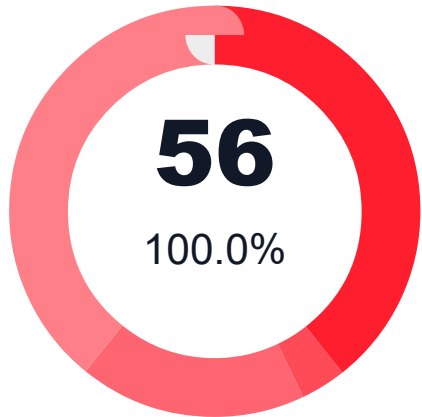
[Show Care Facility Reference List](#)

# False Alarms

Board-Focused View Of Non-Medical Alarm Activity By Approved Location Use Type Groups.

## False Alarm Occupancy Share

Approved Location Use Type Groups With Count And Percent Of Total False Alarms



Commercial	22	39.3%
Multifamily	2	3.6%
Residential	10	17.9%
Unclassified	22	39.3%

## False Alarms Vs Total Incidents

False Alarms Compared To Total Department Incident Volume



False Alarms	56	11.0%
All Other Incidents	455	89.0%

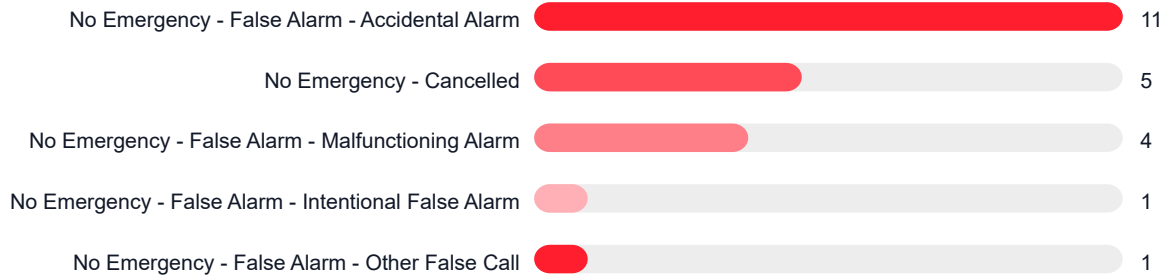
## False Alarm Occupancy Detail

Only Approved Location Use Type groups with data are displayed. Records that do not match another approved group are included in Unclassified.

Any false alarm record that does not match an approved display group is rolled into Unclassified.

## Commercial

Top False Alarm Incident Types Within Commercial



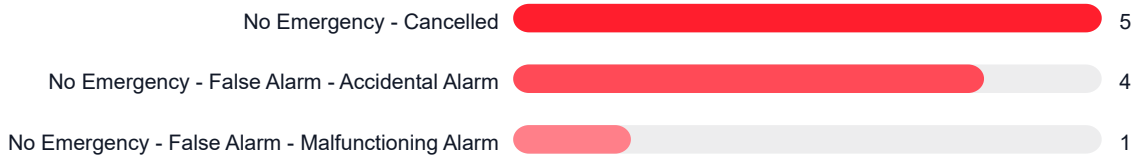
## Multifamily

Top False Alarm Incident Types Within Multifamily



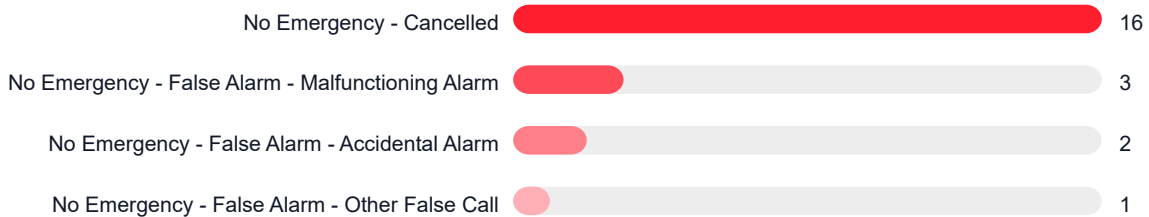
## Residential

Top False Alarm Incident Types Within Residential



## Unclassified

Top False Alarm Incident Types Within Unclassified



Commercial recorded the highest false alarm volume with 22 incidents, while false alarms represented 11.0% of total department incidents. Each bar chart shows the leading false alarm incident types within that occupancy group.

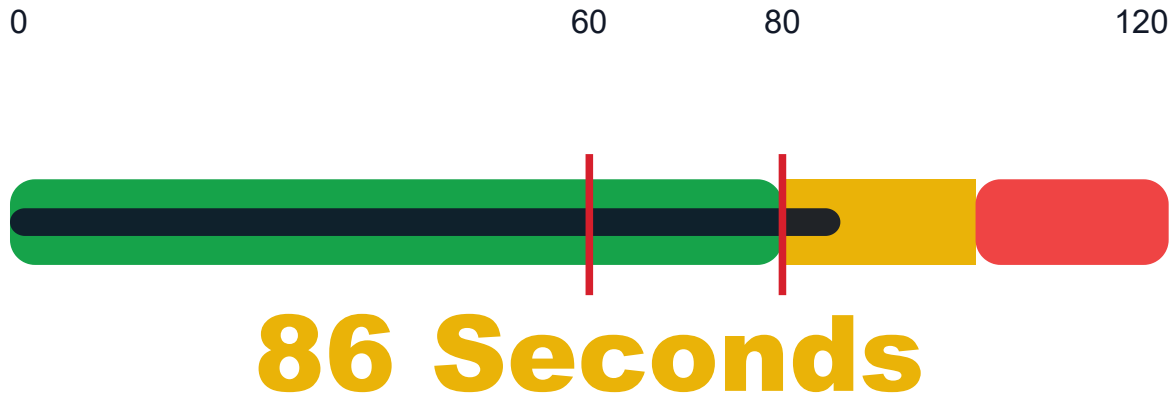


# Turnout Times

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

## Department Average Turnout

Green 0-80 • Yellow 81-100 • Red 101+ • Target Zone 60-80 Seconds



The department average turnout of 86 Seconds is 6 seconds above the 80-second goal.

## Fastest Average Turnout

Included Apparatus Across A, B, And C Shifts

FASTEST AVERAGE TURNOUT  
**Medic 381**  
**74 Seconds**  
Target Zone: 60-80 Seconds  
109 Runs Included

## A Shift

Average Turnout Across Included Apparatus

0

60

80

120



# 84 Seconds

345 Runs Included

4s Over Goal

Show A Shift Apparatus Detail

## B Shift

Average Turnout Across Included Apparatus

0

60

80

120



# 90 Seconds

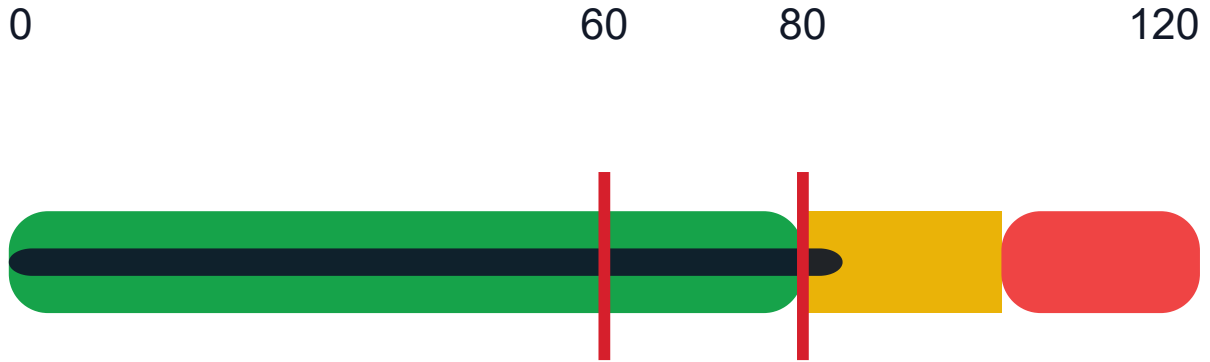
268 Runs Included

10s Over Goal

Show B Shift Apparatus Detail

## C Shift

Average Turnout Across Included Apparatus



**84 Seconds**

303 Runs Included

4s Over Goal

[Show C Shift Apparatus Detail](#)

**Apparatus Average Turnout Times**

Included Apparatus Sorted From Fastest To Slowest Average Turnout Across A, B, And C Shifts

[Show Apparatus Average Turnout Table](#)



Board of Public Works & Safety  
March 2026

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# WESTFIELD POLICE DEPARTMENT

March 2026

## Events by Nature

Incident Type	Count
<b>911 Hang Up</b>	<b>20</b>
Abandoned Vehicle	9
<b>Abandonment</b>	<b>0</b>
Abuse / Neglect	5
<b>Accident - Hit &amp; Run PD</b>	<b>13</b>
Accident - Hit & Run PI	0
<b>Accident - Other</b>	<b>2</b>
Accident - Property Damage	96
<b>Accident - Personal Injury</b>	<b>8</b>
Accident - Sinking Vehicle	0
<b>Accident - Unknown</b>	<b>7</b>
Accelerator Stuck	0
<b>Active Assailant</b>	<b>0</b>
Alarm - Other	4
<b>Alarm - Vehicle</b>	<b>0</b>
Alarm - Burglar	102
<b>Alarm - Hold Up</b>	<b>13</b>
Animal Bite / Attack	9
<b>Animal Complaint</b>	<b>59</b>
Assist Fire	51
<b>Assist Other Department</b>	<b>24</b>
Assist Public	44
<b>Battery</b>	<b>5</b>
Bike Patrol	2
<b>Bomb Device Found</b>	<b>0</b>
Bomb Threat	0
<b>Burglary</b>	<b>2</b>
Carjacking	0
<b>Case Follow Up</b>	<b>187</b>
Child Seat Inspection	15
<b>Civil Dispute</b>	<b>29</b>
Criminal Mischief	20
<b>Damage to Property</b>	<b>0</b>
Death Investigation	2
<b>Directed Patrol</b>	<b>442</b>
Disturbance	30
<b>Domestic</b>	<b>0</b>
Driving Complaint	385
<b>Drug Complaint</b>	<b>7</b>
Drug Lab	0
<b>Escort</b>	<b>0</b>
Fail to Return Comm Corrections	0
<b>Fight</b>	<b>2</b>
Firearms Shots Fired	1
<b>Foot Patrols</b>	<b>457</b>
Found / Lost Property	20
<b>Found Person</b>	<b>1</b>

# WESTFIELD POLICE DEPARTMENT

March 2026

## Events by Nature

Incident Type	Count
Fraud Prescription	0
<b>Fraud / Deception</b>	<b>48</b>
Harassment	17
<b>Intoxicated Person</b>	<b>2</b>
Investigation	32
<b>Investigative Stop</b>	<b>2</b>
Juvenile Complaint	13
<b>K9 Detail</b>	<b>28</b>
Kidnapping	0
<b>Lock Out</b>	<b>40</b>
Loud Party	3
<b>Mental Emotional - Violent</b>	<b>6</b>
Mental Emotial/Suicide Attempt	0
<b>Mental Person</b>	<b>19</b>
Miscellaneous	17
<b>Missing Person</b>	<b>6</b>
Missing Person - PLS	0
<b>New Call</b>	<b>1</b>
Nuisance	18
<b>Ordinance Misc.</b>	<b>22</b>
Parking Complaint	39
<b>Physical Disturbance</b>	<b>22</b>
Product Contamination	0
<b>Reckless Activity</b>	<b>3</b>
Road Rage	6
<b>Robbery</b>	<b>0</b>
Runaway	3
<b>School Patrol</b>	<b>10</b>
Security Check	406
<b>Sex Offense</b>	<b>11</b>
Shooting	0
<b>Solicitor</b>	<b>5</b>
Special Detail	0
<b>Stabbing</b>	<b>0</b>
Suicide	0
<b>Suspicious Activity</b>	<b>147</b>
Suspicious Package	0
<b>Suspicious Person</b>	<b>0</b>
Test	1
<b>Theft</b>	<b>32</b>
Theft - From a Vehicle	0
<b>Theft - of a Vehicle</b>	<b>4</b>
Theft Shoplifter	0
<b>Threat to Life</b>	<b>14</b>
Threatening Suicide	12
<b>Tow Release</b>	<b>0</b>

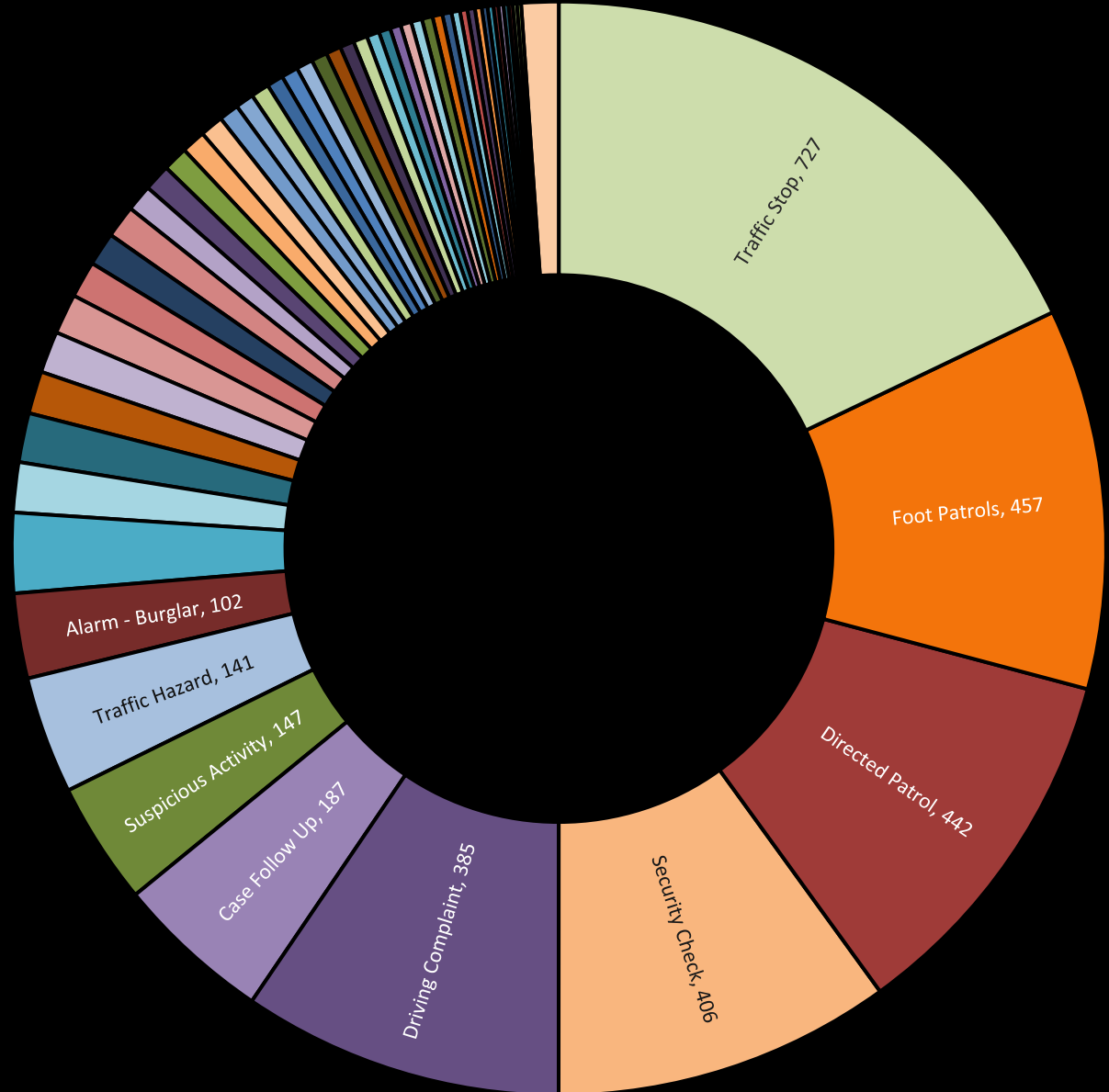
# WESTFIELD POLICE DEPARTMENT

March 2026

## Events by Nature

<b>Incident Type</b>	<b>Count</b>
Traffic Hazard	141
<b>Transport</b>	<b>3</b>
Trespassing	13
<b>Traffic Stop</b>	<b>727</b>
Unknown Call for Police	1
<b>VIN Check</b>	<b>50</b>
Wanted	2
<b>Warrant Service</b>	<b>4</b>
Weapons Complaint	0
<b>Welfare Check</b>	<b>60</b>
<b>Total Activity</b>	<b>4063</b>

# Monthly Events by Incident Type March 2026

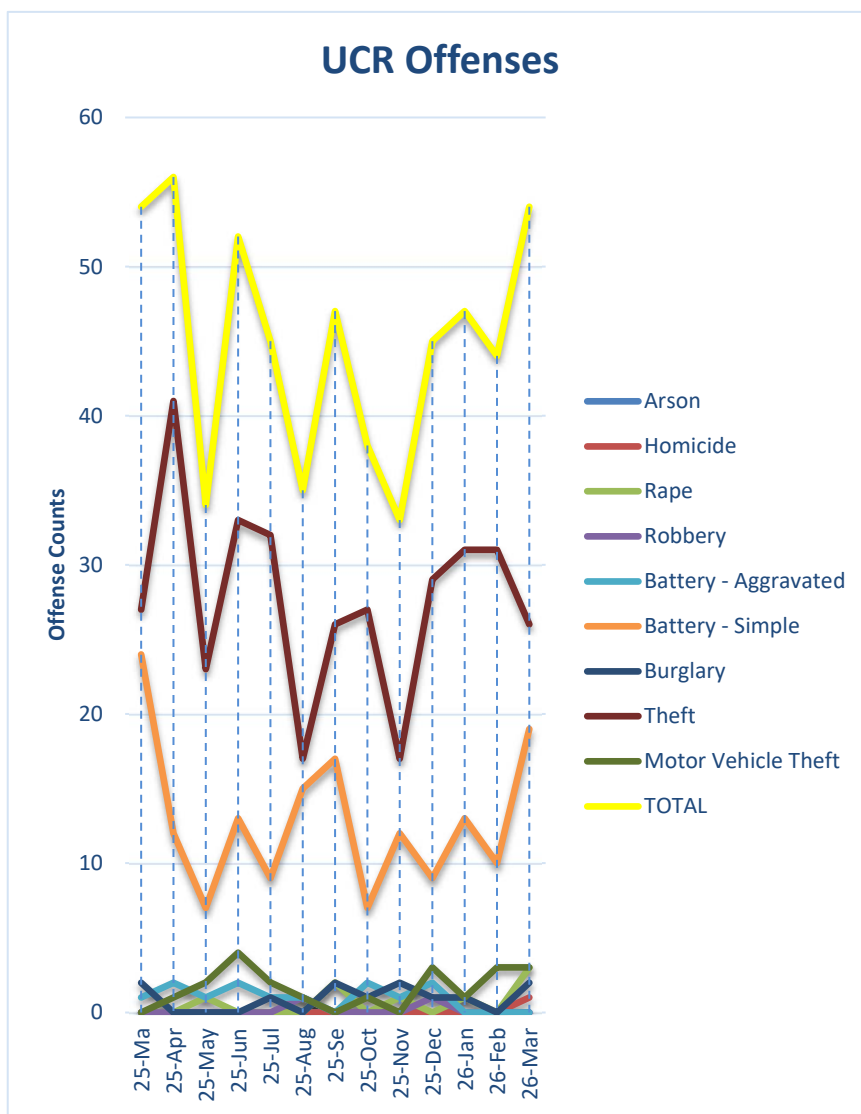


# WESTFIELD POLICE DEPARTMENT

## March 2026

### UCR OFFENSES

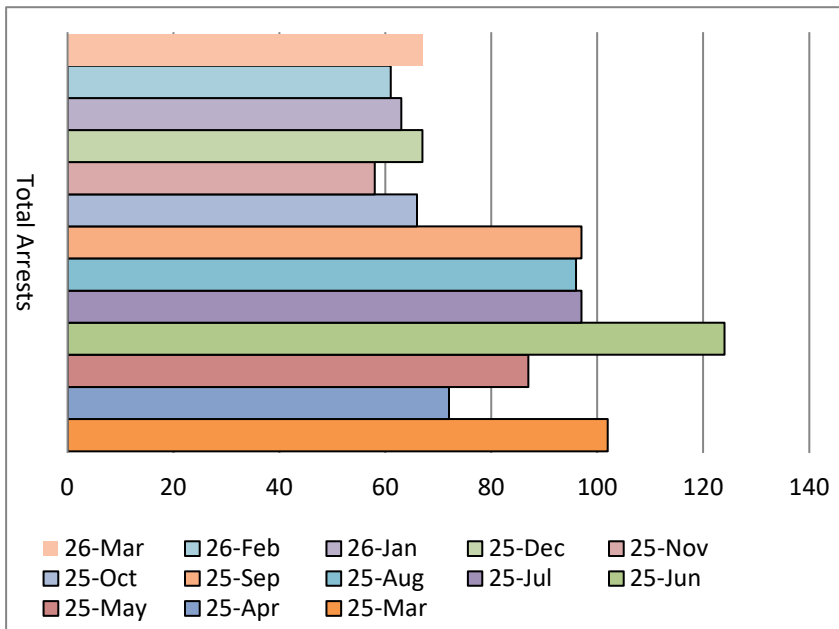
OFFENSE	25-Ma	25-Apr	25-May	25-Jun	25-Jul	25-Aug	25-Sep	25-Oct	25-Nov	25-Dec	26-Jan	26-Feb	26-Mar
Arson	0	0	0	0	0	0	0	0	0	0	0	0	0
Homicide	0	0	0	0	0	0	0	0	0	0	0	0	1
Rape	0	0	1	0	0	0	2	0	1	0	1	0	3
Robbery	0	0	0	0	0	1	0	0	0	1	0	0	0
Battery - Aggravated	1	2	1	2	1	1	0	2	1	2	0	0	0
Battery - Simple	24	12	7	13	9	15	17	7	12	9	13	10	19
Burglary	2	0	0	0	1	0	2	1	2	1	1	0	2
Theft	27	41	23	33	32	17	26	27	17	29	31	31	26
Motor Vehicle Theft	0	1	2	4	2	1	0	1	0	3	1	3	3
<b>TOTAL</b>	<b>54</b>	<b>56</b>	<b>34</b>	<b>52</b>	<b>45</b>	<b>35</b>	<b>47</b>	<b>38</b>	<b>33</b>	<b>45</b>	<b>47</b>	<b>44</b>	<b>54</b>



# WESTFIELD POLICE DEPARTMENT

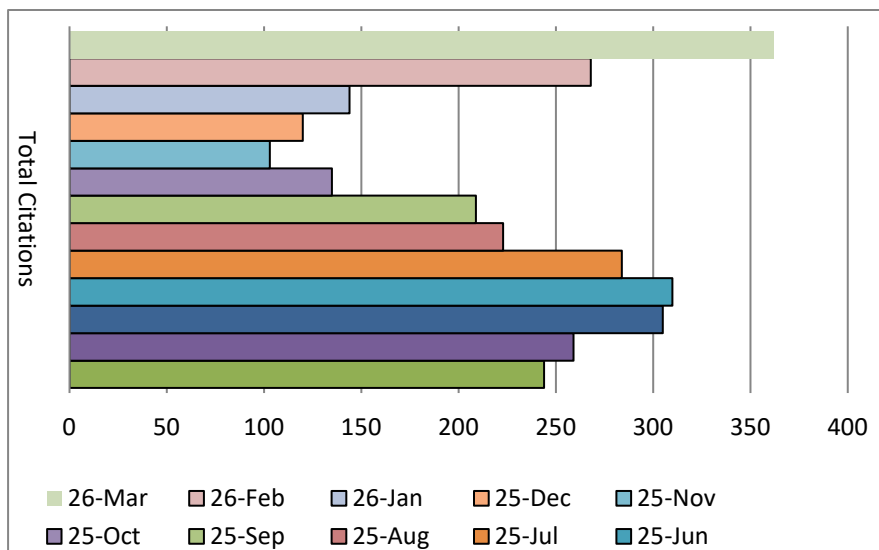
## March 2026

Arrest Reports Taken	25-Mar	25-Apr	25-May	25-Jun	25-Jul	25-Aug	25-Sep	25-Oct	25-Nov	25-Dec	26-Jan	26-Feb	26-Mar
Alcohol/ Drug Related	17	19	22	19	9	28	27	13	11	13	18	9	9
Felony Charges	30	26	39	55	50	53	43	31	21	13	9	17	47
Misdemeanor Charges	96	74	104	130	107	111	116	76	62	65	73	66	62
<b>Total Arrests</b>	<b>102</b>	<b>72</b>	<b>87</b>	<b>124</b>	<b>97</b>	<b>96</b>	<b>97</b>	<b>66</b>	<b>58</b>	<b>67</b>	<b>63</b>	<b>61</b>	<b>67</b>



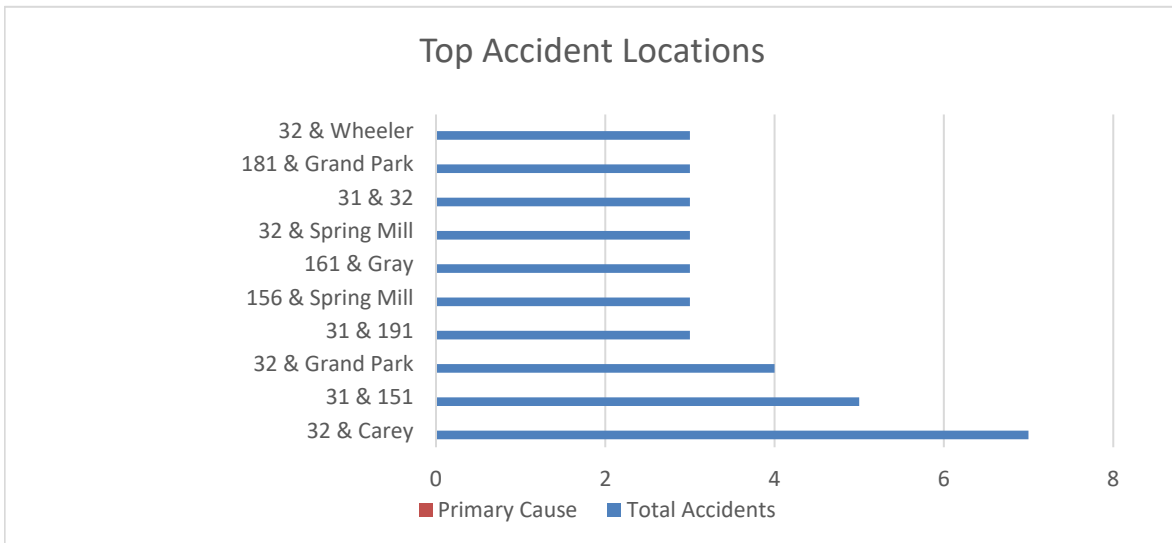
Traffic	25-Mar	25-Apr	25-May	25-Jun	25-Jul	25-Aug	25-Sep	25-Oct	25-Nov	25-Dec	26-Jan	26-Feb	26-Mar
<b>Total Citations</b>	<b>244</b>	<b>259</b>	<b>305</b>	<b>310</b>	<b>284</b>	<b>223</b>	<b>209</b>	<b>135</b>	<b>103</b>	<b>120</b>	<b>144</b>	<b>268</b>	<b>362</b>
<b>Total Written Warning:</b>	<b>636</b>	<b>667</b>	<b>602</b>	<b>648</b>	<b>532</b>	<b>532</b>	<b>466</b>	<b>350</b>	<b>353</b>	<b>208</b>	<b>386</b>	<b>509</b>	<b>473</b>
<b>Total Traffic Accidents</b>	<b>72</b>	<b>81</b>	<b>77</b>	<b>66</b>	<b>71</b>	<b>87</b>	<b>84</b>	<b>77</b>	<b>83</b>	<b>116</b>	<b>84</b>	<b>67</b>	<b>71</b>
Property Damage	61	67	63	57	62	73	69	65	75	104	76	57	61
Personal Injury	11	13	14	9	9	14	14	11	8	12	8	10	9
Fatality	0	1	0	0	0	0	1	1	0	0	0	0	1
Hit and Run*	5	13	10	9	6	6	11	7	7	14	11	11	10

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



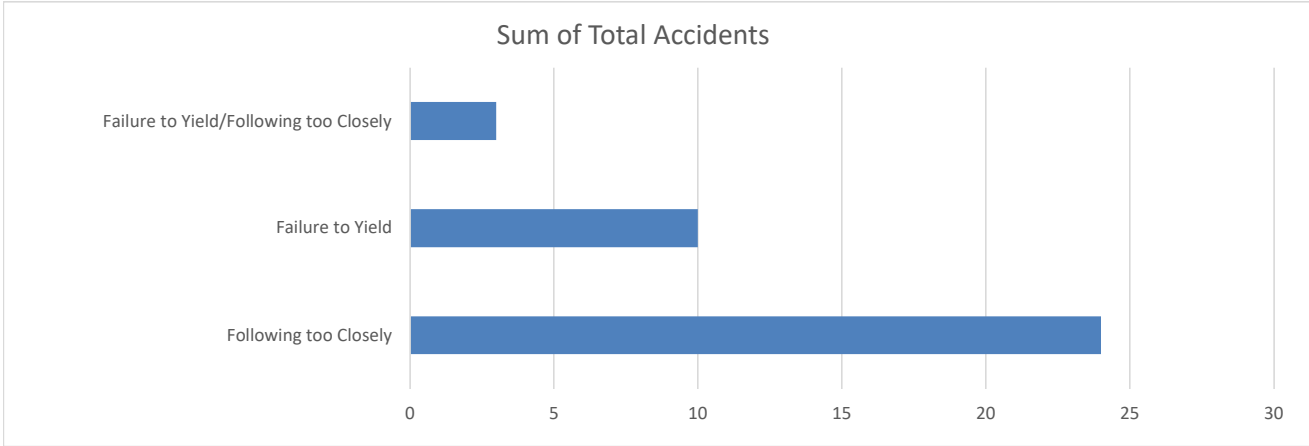
## Top Accident Locations

Accident Location	Total Accidents	Primary Cause
32 & Carey	7	Following too Closely
31 & 151	5	Following too Closely
32 & Grand Park	4	Failure to Yield
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
31 & 32	3	Following too Closely
181 & Grand Park	3	Failure to Yield
32 & Wheeler	3	Following too Closely



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

<b>Primary Cause</b>	<b>Sum of Total Accidents</b>
<b>Following too Closely</b>	<b>24</b>
<b>Failure to Yield</b>	<b>10</b>
<b>Failure to Yield/Following too Closely</b>	<b>3</b>



# Community Events

3/11/26 Public Safety Night

3/14/26 Shamrock Drop

