



CITY OF WESTFIELD, IN
Board of Public Works Meeting Agenda

BOARD OR COMMISSION: Board of Public Works Meeting

MEETING DATE: Wednesday, June 24, 2026 at 1:00 PM

MEETING PLACE: Westfield City Hall- Assembly Room

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

Nick Barbknecht, President | Mayor Appointed | 1-year term | 1/1/26-12/31/26

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

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

OPENING OF REGULAR MEETING

Note the presence of a quorum

APPROVAL OF MINUTES

Action Item #1:

- Approval of Minutes – May 27, 2026

CONTRACTS/AGREEMENTS

Action Item #2:

- Approval of Neighborhood Vibrancy Grant Agreement – Andover

Action Item#3:

- Approval of Neighborhood Vibrancy Grant Agreement – Centennial HOA

Action Item #4:

- Howard Asphalt, LLC & City of Westfield – 2026 Trail Resurfacing Project – Contract for Goods & Services

CONSENT AGENDA

- June Bond Information

DEPARTMENT REPORTS

- Fire

- Police
- <https://245593723.hs-sites-na2.com/e-bike-informational>
- <https://westfieldin.gov/ebikes>

- Public Works

ADJOURNMENT



OPENING OF REGULAR MEETING

Note the presence of a quorum

Nick Barbknecht, Nick Snoply, and Mayor Willis were present. City Attorney, Kaitlin Glazier and Records Manager, Kim Strang were in attendance.

APPROVAL OF MINUTES

Action Item #1: Approval of Minutes – April 22, 2026

The motion to approve was made by: Mayor Willis

Seconded by: Nick Snoply

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

CONTRACTS/AGREEMENTS

Action Item #2: City of Westfield – Permanent Stormwater Drainage & Access Easement

Kaitlin Glazier presented a standardized drainage easement form. She has been working with outside real estate counsel to update all the city's easements. The proposed process would authorize designated City officials, such as the Executive Chief of Operations, or the Director of Engineering, to execute future drainage easements using the approved legal language without requiring Board approval for each individual easement. Ms. Glazier noted that any substantive changes to the legal language or unique requests would still be brought before the Board for consideration. Board members expressed support for the proposal.

The motion to approve was made by: Mayor Willis

Seconded by: Nick Snoply

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

Action Item #3: RADcube & City of Westfield – Master Services Agreement

Director of Informatics, Chris Larsen, presented asking the Board to consider approval of a Master Service Agreement with RadCube for development of the city's transparency portal. Mr. Larsen explained the portal will utilize AI technology hosted within the city's Microsoft Government Cloud environment to provide public-facing dashboards and improve transparency related to Public Safety and Public Works data. The project aligns with the Mayor's initiative to increase public access to city information and accountability measures.

Discussion included the potential future addition of financial data to the transparency portal. Mr. Larsen noted that while financial information is not included in the current agreement, future dashboard opportunities may be explored after establishing appropriate data governance and verification processes to ensure accuracy and consistency with official financial reporting procedures.

There was also discussion on cybersecurity and data protection measures associated with the platform. Mr. Larsen stated the system will remain within the city's secure cloud environment and meets applicable criminal justice information security standards. Support for the project and its transparency objectives were expressed.

The motion to approve was made by: Mayor Willis

Seconded by: Nick Snoply

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

Action Item #4: Daystar Directional Drilling – Proposal – 2026 Centennial Sump Line Improvements

Wes Rood presented a contract with Daystar Directional Drilling for continued Centennial sump line repair efforts. Mr. Rood stated work is also planned this year in the Bridgeport, Somerville, and Belvedere areas as part of the ongoing multi-year infrastructure improvement project. He reported the project is now well over halfway complete and approximately \$10,000 under budget for the current year's work.

Mr. Rood provided background on the origin of the infrastructure issues within the Centennial neighborhood, explaining that tree placement and under-drain design standards approved during the original development process resulted in tree root intrusion into the perforated under-drain system serving residential sump lines. The resulting failures have caused drainage and basement concerns for residents over time.

Mayor Willis acknowledged the size and complexity of the Centennial neighborhood infrastructure issues and expressed support for the city continuing to address the repairs at no cost to affected residents due to prior development decisions. Mayor Willis explained the current repair approach is intended to address sump line failures in a minimally invasive manner while avoiding full roadway reconstruction. He discussed the city's efforts to improve future development standards related to green space, approved tree species, and drainage infrastructure based on lessons learned from the Centennial project.

There was discussion on the long-term cost of remaining repairs, current budget limitations, and prioritization of the most severe problem areas as funding becomes available. Mr. Rood noted the city coordinates repairs with roadway resurfacing projects when possible and continues working directly with affected residents regarding repair timelines and interim solutions. The Board supported the continuing repair efforts and acknowledged the city's responsibility to address the issue at no cost to residents.

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

Action Item #5: Rejuvtec & City of Westfield – 2026 Asphalt Rejuvenating Project – Contract for Goods & Services

Michael Pearce, Director of Engineering, presented a proposed contract with Rejuvtec for \$244,056.25. The city has used this vendor for approximately 10 years to put down a preservative seal on city roadways. The seal helps in keeping water from penetrating the asphalt and keeps essential oils in the asphalt so it does not degrade as quickly. Basically, it is a low-cost treatment that will lengthen the life of the pavement. This contract will cover about 12.5 miles of pavement within the city.

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

Action Item #6: Approval of Neighborhood Vibrancy Grant Agreement – Crestview

Items 6–17 were heard and voted on together. Chris McConnell, Director of Parks and Recreation, presented the neighborhood vibrancy grant contracts. These grants are given to HOA's to aid in issues, mostly aesthetic, like updating fences, landscaping, adding streetlights etc. within the subdivision.

The motion to approve Action Items 6-17 was made by: Mayor Willis
Seconded by: Nick Snoply
Vote: Yes-3; No-0. Motion carried.

Action Item#7: Approval of Neighborhood Vibrancy Grant Agreement – Centennial

Action Item #8: Approval of Neighborhood Vibrancy Grant Agreement – Countryside

Action Item #9: Approval of Neighborhood Vibrancy Grant Agreement – Merrimac

Action Item #10: Approval of Neighborhood Vibrancy Grant Agreement – Oak Manor

Action Item #11: Approval of Neighborhood Vibrancy Grant Agreement – Oak Preserve

Action Item #12: Approval of Neighborhood Vibrancy Grant Agreement – Overlook at Andover

Action Item #13: Approval of Neighborhood Vibrancy Grant Agreement – Pines of Westfield

Action Item #14: Approval of Neighborhood Vibrancy Grant Agreement – Lakes of Westfield

Action Item #15: Approval of Neighborhood Vibrancy Grant Agreement – Village Farms

Action Item #16: Approval of Neighborhood Vibrancy Grant Agreement – Viking Meadows

Action Item #17: Approval of Neighborhood Vibrancy Grant Agreement – Coventry

Action Item #18: US Department of Transportation, Federal Highway Administration & City of Westfield – 2025 Safe Streets & Roads for All Grant Program – Draft Grant Agreement

Michael Pearce presented, asking for approval to accept a \$200,000 federal grant award through the Federal Highway Administration's Safe Streets for All Program for development of a City Safety Action Plan. The action plan would provide the framework to evaluate existing infrastructure and identify potential safety improvements throughout the city. The city will contribute an additional \$50,000 toward the project for a total anticipated contract amount of \$250,000. The grant funding will be used to retain an external firm to prepare the comprehensive action plan at a later date. After additional discussion, it was clarified that the current action item was solely for acceptance of the awarded grant funds.

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

Action Item #19: Charles & Heidi Clarke – Dedication of Public Right of Way

Michael Pearce presented. The city has been working with the property owner to avoid trees which are on their property for construction of the trail on 161st Street between Oak Road and Carey Road. They have elected to dedicate some additional right-of-way so that the city can get the trail there. This is a request for the Board to accept the right-of-way.

The motion to accept the right-of-way dedication was made by: Mayor Willis
Seconded by: Nick Snoply
Vote: Yes-3; No-0. Motion carried.

Action Item #20: EnvelopiQ & City of Westfield – Professional Services Agreement

Chris Larsen presented a professional services agreement with EnvelopiQ for technology systems at Fire Station 85. The agreement represents a transition from the city's traditional model of purchasing and maintaining technology infrastructure outright to an "IT as a Service" model. Covered systems include fire life safety, door access security, camera systems, business automation, and audiovisual equipment.

Under the proposed arrangement, technology costs will be distributed over a five-year period at a predictable rate, while maintenance, testing, upgrades, and system support responsibilities are provided through the service agreement. The approach reduces the city's exposure to unexpected repair and replacement costs and shifts certain maintenance and operational risks to the service provider.

There was discussion on the benefits of the service-based model, including improved cost predictability and modernization of technology management practices. Mr. Larsen noted that the related financing component will be presented to the City Council for approval at a future meeting.

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

Action Item #21: Midwestern Electric, LLC & City of Westfield – Grand Park Blvd. & Tournament Trail – Contract for Goods & Services

Michael Pearce presented asking for approval of a contract for the installation of a new traffic signal at the intersection of Tournament Trail and Grand Park Boulevard. The project is included in the city's Capital Improvement Plan. Bids were recently solicited for the project, and two bids were received. The low bid was submitted by Midwestern Electric in the amount of \$399,000. The project is intended to address safety concerns at the intersection, including limited sight distance and an elevated crash risk, and noted that it has been identified in the city's planning documents for some time. If approved, construction is expected to begin promptly, with anticipated completion by the end of October, potentially sooner. Nick Barbknecht inquired about the basis for the project, and Director Pearce confirmed that prior traffic analysis and safety evaluation supported inclusion of the signal in the Capital Improvement Plan.

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

Action Item #22: Midwest Paving, LLC & City of Westfield – SR 32 & Mule Barn Intersection Improvement – Contract for Goods & Services

Michael Pearce presented another project on the Capital Improvement Plan list. The project is for the reconstruction of Mule Barn Road between State Road 32 up to the city limits, which is basically where Shelby Materials is located. This includes a section of widening at the intersection of Mule Barn and SR 32. INDOT has agreed to contribute some funds to the widening of the intersection. A total of 5 bids were received for this project, with the lowest bid coming from Midwest Paving. Mr. Pearce is requesting approval of the contract in the amount of \$1.8M with construction starting in July with estimated completion in November.

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

Action Item #23: Morphe Construction, Inc. & City of Westfield – 191st Street Road Widening Project - Contract for Goods & Services

Michael Pearce presented, asking for approval of a construction contract for the 191st Street Widening Project, a major transportation improvement project located north of Grand Park. The project includes construction of a roundabout at the intersection of Grand Park Boulevard and 191st Street, the Monon Trail bridge crossing over 191st Street, and widening 191st Street from Grand Park Boulevard to Tomlinson Road to a four-lane roadway. Seven bids were received for the project, with Morphe Construction submitting the lowest responsive bid in the amount of approximately \$10.17 million. Construction is anticipated to begin in late August with work on the roundabout at Grand Park Boulevard and 191st Street, with the remaining improvements phased through 2027.

There was discussion of future roadway improvements along 191st Street and plans to widen the corridor from Grand Park Boulevard to Horton Road. Staff indicated that the segment is currently planned as a future phase, with construction anticipated to begin in 2028 following completion of the current project.

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

Action Item #24: Butler, Fairman, & Seufert & City of Westfield – Casey Road Improvements from 186th Street to 193rd Street - Agreement

Michael Pearce stated this is for the design services for two roundabouts, one at 186th and Casey Rd. and the one at 193rd and Casey, as well as reconstruction of Casey Rd. between the two roundabouts. Essentially, these are two projects that are being designed under one contract. Clark Dietz is a subcontractor, working with BFNS on the design under this contract. The total contract amount is not to exceed \$823,585.00.

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

Action Item #25: Independent Contractor Agreement – Pat Leuteritz

John Nail, Executive Chief of Operations informed the Board, that after 22 years of service with the City of Westfield, Pat Leuteritz is retiring. However, she has agreed to work part-time as an independent contractor as needed through the end of this year or earlier if agreed upon mutually.

Mayor Willis thanked Ms. Leuteritz for her dedication and contributions to the City, expressing his sincere appreciation and noting that she will be missed.

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

Action Item #26: Platinum Properties Management Company, LLC, LTL Hinkle Creek, LLC, & City of Westfield – Ironstone Master Road Improvement Plan – Development Agreement

Michael Pearce presented the master infrastructure agreement for the Ironstone development on the north side of the City. The agreement establishes the overall infrastructure improvement plan associated with the development, including roadway reconstructions, roundabouts, road widening, and related improvements. The plan outlines the timing of improvements in relation to the project's development phases and identifies the associated funding framework. Future agreements will be presented for individual phases of the project to further define construction responsibilities, impact fee credits, and other implementation details. This master agreement serves as the overarching framework codifying the approved infrastructure plan.

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

Action Item #27: Clark Dietz, Inc. & City of Westfield – On-Call Contract - Professional Services Agreement – Amendment #2

Michael Pearce presented, asking for approval to add \$40,000 to an existing agreement. Clark Dietz, assists the engineering department on an as-needed basis with items like reviewing development plans, drainage reports, and items the department does not have the expertise or capacity to handle.

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

Action Item #28: Winterburg Developer, LLC & City of Westfield – 193rd Street - Dedication of Public Right of Way

Michael Pearce presented a right-of-way grant associated with the Finley Creek development adjacent to the Winterburg Development. The grant would allow the City to obtain the necessary right-of-way prior to plat approval so that a planned passing blister on that side could be constructed within the public right-of-way. The developer voluntarily agreed to dedicate the right-of-way to facilitate the improvement.

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

Action Item #29: LTL Hinkle Creek, LLC & City of Westfield – Ironstone 206th Street - Dedication of Public Right of Way

Michael Pearce presented a right-of-way grant associated with the Station 85 project. Utilities are being extended across the property, which is a part of the future Ironstone Development. In working with the developer, they have agreed to dedicate the right-of-way in advance of the project to help with the utility extensions.

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

RESOLUTIONS

Action Item #30: Resolution 26-134: A Resolution of the Board of Public Works & Safety Declaring Certain Personal Property to be Surplus & Authorizing Disposal & Transfer

John Nail presented a resolution authorizing the disposal of surplus City property in accordance with applicable state statutes and disposal guidelines. The items consist of file cabinets (30) that fall below the threshold requiring a bid or public auction.

The motion to approve was made by: Mayor Willis

Seconded by: Nick Snoply

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

Action Item #31: Resolution 26-137: A Resolution of the Board of Public Works & Safety Declaring Certain Personal Property to be Surplus & Authorizing Disposal or Transfer

John Nail relayed that this request is like the previous one, only this corresponds to a refrigerator in the break room that is very old. The fridge has been replaced, and now we are requesting approval to dispose of the old one.

The motion to approve was made by: Mayor Willis

Seconded by: Nick Snoply

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

CONSENT AGENDA

- **May Bond Information**

Nick Barbknecht made the motion to approve the consent agenda.

Nick Snoply seconded the motion.

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

DEPARTMENT REPORTS

- **Fire**

Chief Gaylor stated that call volume was up 9% compared to April 2025. However, calls to residential care facilities are down.

Mayor Willis requested that the Fire Department track and estimate the taxpayer cost savings resulting from the implemented process and provide a year-end report to the Board of Public Works. He stated that quantifying the savings would help demonstrate the effectiveness of the initiative in improving efficiency and exercising fiscal responsibility with public funds.

- **Police**

Chief Keen gave the update.

The Police Department reported 3,977 officer activities during April, including 1,916 calls for service and 2,061 proactive activities. More than half of proactive enforcement efforts were focused on foot patrols and directed patrols in areas where

concerns regarding e-bike and trail activity had been reported. The department issued nine citations and impounded two vehicles related to e-bike and motorized vehicle violations during the month.

The Citizens on Patrol program has six individuals who have completed training and will soon begin assisting as an additional set of eyes and ears for the department. In addition, the department is preparing educational materials for parents regarding e-bike regulations, safety, and legal operation. E-bikes and motorized vehicle violations continue to be a significant concern locally and statewide, and those enforcement and public education efforts will continue.

- **Public Works**

Michael Pearce provided an update on ongoing Public Works projects and operations. He reported that the Old 146th Street improvement project had opened to traffic and that the 181st Street and Grand Park Boulevard roundabout is expected to open in mid-June. He also noted the start of a raised crosswalk project at 151st Street and American Lotus to enhance pedestrian safety.

Director Pearce reported continued progress on the Monon Tunnel project at 161st Street and stated that construction on the 161st Street Trail between Oak Road and Carey Road had resumed and is expected to be completed within several weeks.

John Nail provided an update on the State Road 32 improvement project, noting that utility relocations are nearing completion and that construction activity will increase significantly in the coming weeks. Originally, the plan was to pour a median curb all the way across Union over to East Street which would have cut off access to Cherry St and access to Field Brewing and other residents on the south side of 32. He further reported that project modifications were approved to maintain access to local businesses and residents during construction.

Lastly, Mr. Nail highlighted the Street Department's completion of its first in-house road resurfacing project on Blackburn Road, noting that the work was successful and is expected to provide cost savings to taxpayers.

ADJOURNMENT

The motion to adjourn was made by: Mayor Willis
Seconded by: Nick Snoply

Meeting Adjourned at: 1:57 PM

Deputy Clerk

President or Vice President

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

CITY OF WESTFIELD, INDIANA
NEIGHBORHOOD VIBRANCY GRANT AGREEMENT

This Neighborhood Vibrancy Grant Agreement ("Agreement") is entered into by and between the City of Westfield, Indiana ("City") and OVERLOOK AT ANDOVER HOA ("HOA") (each a "Party" and collectively "the Parties") on this 29th day of May, 2025.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

City of Westfield
Attn: Community Development
2728 E 171st Street
Westfield, Indiana 46074

OVERLOOK AT ANDOVER HOA
Attn: TAMMY LAMARTZ
3002 E 56th Street
Indianapolis, Indiana 46062

Section 10. Non-Discrimination. The HOA agrees that it will not discriminate against any employee or applicant for employment to be employed in the performance this Agreement or the Project, with respect to the employee's hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment, because of the employee's race, religion, color, sex, disability, national origin, or ancestry. Breach of this covenant may be regarded as a material breach of this Agreement.

Section 11. Indemnification. The HOA shall defend, indemnify, and hold harmless the City and each and every past, present, and future official, representative, subsidiary, parent, division, affiliate, officer, director, employee, attorney, predecessor, and successor, both individually and in their representative capacities from and against all third party claims, demands, litigation and losses arising out of or concerning (1) the failure of the HOA to observe and perform any of its obligations under this Agreement and/or (2) any intentional or negligent act or omission by the HOA.

Section 12. Governing Law. This Agreement is governed by the laws of the State of Indiana. The Parties submit to the jurisdiction of Hamilton County, Indiana courts and waive any objection to venue.

Section 13. Severability. If any provision of this Agreement is held to be invalid, illegal, or unenforceable by a court of competent jurisdiction, the provision shall be

stricken, and all other provisions of this Agreement which can operate independently of such stricken provision(s) shall continue in full force and effect.

Section 14. Relationship of the Parties. The employees and/or agents of the City are not employees of the HOA by virtue of this Agreement, and vice versa. The HOA has no authority to assume or to create any obligation or responsibility, express or implied, on behalf of or in the name of the City, except as expressly so stated in this Agreement or a duly authorized amendment hereto.

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

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

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

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

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

Section 19. Waiver. The failure of a Party to require performance of any provision shall not affect that Party's right to require performance at any time thereafter, nor shall a waiver of any breach or default of this Agreement constitute a waiver of any subsequent breach or default or a waiver of the provision itself.

Section 20. Construction. The language of this Agreement shall be construed as a whole, according to its fair meaning and intentment, and not strictly for or against any Party, regardless of who drafted or was principally responsible for drafting this Agreement or any specific term, provision, or condition. This Agreement is hereby deemed to have been drafted by all the Parties, and no Party shall urge otherwise.

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

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

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

CITY OF WESTFIELD, INDIANA

Date

OVERLOOK AT ANDOVER HOA.

Jammy LaMant 5/29/26
Date

Agent

CITY OF WESTFIELD, INDIANA
NEIGHBORHOOD VIBRANCY GRANT AGREEMENT

This Neighborhood Vibrancy Grant Agreement (“Agreement”) is entered into by and between the City of Westfield, Indiana (“City”) and CENTENNIAL HOA (“HOA”) (each a “Party” and collectively “the Parties”) on this 1st day of June, 2026.

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

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

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

WHEREAS, Ind. Code § 36-10-2-2, Ind. Code § 36-10-2-4, Ind. Code § 36-10-2-5, and State Board of Accounts guidance provide that the City may provide aid to recreation facilities and programs, community service facilities and programs, neighborhood centers, community centers, and civic centers, and that a written contract should document the services provided; and

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

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

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

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

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

- (a) A budget for the Project;

(b) Certified copies of incorporation as a nonprofit corporation under Indiana state law;

(c) Appropriate documentation identifying the HOA as an Indiana nonprofit corporation in good standing;

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

(e) A Project end report describing how the Grant Funds were used and the impact of the dollars had on completing the Project; and

(f) Other relevant documentation that the City requests.

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

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

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

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

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

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

City of Westfield
Attn: Community Development
2728 E 171st Street
Westfield, Indiana 46074

CENTENNIAL HOA
Attn: Joe Winship
5702 Kirkpatrick Way
Indianapolis, IN. 46220

Section 10. Non-Discrimination. The HOA agrees that it will not discriminate against any employee or applicant for employment to be employed in the performance this Agreement or the Project, with respect to the employee's hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to

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

Section 11. Indemnification. The HOA shall defend, indemnify, and hold harmless the City and each and every past, present, and future official, representative, subsidiary, parent, division, affiliate, officer, director, employee, attorney, predecessor, and successor, both individually and in their representative capacities from and against all third party claims, demands, litigation and losses arising out of or concerning (1) the failure of the HOA to observe and perform any of its obligations under this Agreement and/or (2) any intentional or negligent act or omission by the HOA.

Section 12. Governing Law. This Agreement is governed by the laws of the State of Indiana. The Parties submit to the jurisdiction of Hamilton County, Indiana courts and waive any objection to venue.

Section 13. Severability. If any provision of this Agreement is held to be invalid, illegal, or unenforceable by a court of competent jurisdiction, the provision shall be stricken, and all other provisions of this Agreement which can operate independently of such stricken provision(s) shall continue in full force and effect.

Section 14. Relationship of the Parties. The employees and/or agents of the City are not employees of the HOA by virtue of this Agreement, and vice versa. The HOA has no authority to assume or to create any obligation or responsibility, express or implied,

on behalf of or in the name of the City, except as expressly so stated in this Agreement or a duly authorized amendment hereto.

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

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

Section 17. Entire Agreement. This Agreement shall constitute the entire agreement between the parties with respect to the subject matter herein, and there are no other terms, statements, obligations, or representations, oral or otherwise, of any nature whatsoever. This Agreement, along with all exhibits, attachments, or other documents incorporated herein by reference, constitutes the entire agreement by and between the Parties and supersedes and replaces all prior negotiations, proposed agreement or agreements, written or oral, related to this Agreement or the matters addressed herein.

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

Section 19. Waiver. The failure of a Party to require performance of any provision shall not affect that Party's right to require performance at any time thereafter, nor shall a waiver of any breach or default of this Agreement constitute a waiver of any subsequent breach or default or a waiver of the provision itself.

Section 20. Construction. The language of this Agreement shall be construed as a whole, according to its fair meaning and intentment, and not strictly for or against any Party, regardless of who drafted or was principally responsible for drafting this Agreement or any specific term, provision, or condition. This Agreement is hereby deemed to have been drafted by all the Parties, and no Party shall urge otherwise.

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

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

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

CITY OF WESTFIELD, INDIANA

Date

CENTENNIAL HOA,

On Behalf of Centennial HOA 6.1.26
Kirkpatrick Management Co., Inc., Agent

Date

Joe Winship , Regional Manager

CONTRACT FOR GOODS AND SERVICES

This Contract for Goods and Services (“Vendor Contract”) is made and entered into as of the _____ day of June, 2026 by and between City of Westfield (“Contracting Party”) and Howard Asphalt, LLC (“Vendor”).

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

- A. **Basic Terms.** This Vendor Contract is on the following basic terms and conditions:
- (a) Goods and/or services provided by Vendor: (See Exhibit B attached hereto and made a part hereof).
 - (b) Location: North side of E. 151st Street between Carey Road and Gray Road, west side of Gray Road between E. 151st Street and E. 161st Street, and the south side of E. 161st Street between Carey Road and Gray Road in Westfield, Indiana 46074 (the “City Property”)
 - (c) Date by which the Services shall be completed: November 20, 2026 (the “Completion Date”).
 - (d) Purchase Price: Two Hundred Eleven Thousand Seven Hundred Eighty-Two Dollars and 50/100, \$211,782.50 (see Proposal dated 06.08.26 - Exhibit B).
 - (e) Liquidated Damages shall be assessed at \$500.00 per day for each day work is not complete after the specified completion dates.
 - (f) The Contracting Party provides two payment options to vendors for payment of approved invoiced amounts. They are as follows:
 - a. Option #1: Traditional – Invoices shall be payable within forty-five (45) days following Contracting Party’s receipt and approval of an invoice at the address specified below.
 - b. Option #2: Preferred – Invoices are payable within 7 days following Contracting Party’s receipt and approval of an invoice at the address specified below if vendor accepts MasterCard.
 - (g) The Contract Documents include:
 - a. This Goods and Services agreement
 - b. “Contract and Specifications for 2026 Trail Resurfacing Project” dated May 28, 2026 inclusive of all sections and appendixes.

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

(h) Addresses:

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

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

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

If to Vendor:

Howard Asphalt, LLC
2916 S. Kentucky Avenue
Indianapolis, IN 46221

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

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

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

CONTRACT TERMS AND CONDITIONS

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

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

changes promptly. Any difference in price or time for performance resulting from such changes shall be equitably adjusted by Contracting Party after receipt of documentation in such form and detail as Contracting Party may reasonably require.

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

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

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

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

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

such lien or obtain such bond, all at Vendor’s sole cost and expense. Vendor shall indemnify and hold harmless Contracting Party from and against any and all liability, loss, judgments, costs and expenses, including reasonable attorneys’ fees, incurred by Contracting Party in connection with any such lien.

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

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

10. **REQUIRED INSURANCE AND INDEMNIFICATION:**

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

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

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

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

with retroactive coverage to the earlier of date of execution of Contract and commencement of any work and coverage for a minimum period of two (2) years after professional services completion.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

EXECUTED this _____ day of _____, 2026.

Contracting Party:

Vendor:

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

Howard Asphalt, LLC
2916 S. Kentucky Avenue
Indianapolis, IN 46221

Signature

Signature

Printed Name

Printed Name

Title

Title

Date

Date

EXHIBIT A

Project Rules

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

SITE ACCESS

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

LIMITED CITY OCUPANCY (If Applicable)

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

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

MATERIAL MANAGEMENT PLAN

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

CLEAN UP

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

WORK HOURS

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

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

PUBLIC ACCESS AND SAFETY

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

SITE DECORUM

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

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

PARKING

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

UTILITY COORDINATION

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

USE OF ROADWAYS AND PATHS

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

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

TRAFFIC CONTROL

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

CRANES & HOISTING

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

TEMPORARY SHORING AND BRACING

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

TEMPORARY BARRICADES

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

CONSTRUCTION SIGNAGE

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

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

TEMPORARY FACILITIES

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

RUBBER TIRED EQUIPMENT

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

REMOVAL OF TEMPORARY FACILITIES

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

VIOLATIONS

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

GENERAL SAFETY PRECAUTIONS

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

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

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

EXHIBIT B

See attached Proposal dated 06/08/2026

REQUEST FOR QUOTE

CITY OF WESTFIELD, INDIANA

2026 Trail Resurfacing Project

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

The Public Works Department of the City of Westfield, Indiana, is requesting a quote for the attached proposal for the 2026 Trail Resurfacing Project.

This project generally consists of application of Liquid Road on specified paths. Sections of the paths will require asphalt repair prior to application of Liquid Road. Repairs include milling and resurfacing, full depth patching, and crack sealing. Locations and quantities are detailed in these specifications. All work shall be in accordance with INDOTSS 2026 and the latest Westfield Construction Standards and Specifications.

The project will be awarded to the lowest and most responsible Contractor based on the base quote. A notice to proceed shall be issued within 30 days of award. The project will be located throughout Westfield corporate limits.

The undersigned proposes to furnish all work for the construction of the 2026 Trail Resurfacing Project, including all labor, materials, supplies, equipment and all appurtenances necessary to complete the work as per the drawings and the specifications for the following unit prices, to wit:

Schedule – The undersigned agrees to be complete with the work by November 20th, 2026. If work is not completed by the specified dates above, liquidated damages will be assessed at \$500.00 per day.

Quotes due Monday, June 8th, 2026 by 11:00 A.M. Please email your quote to cdmills@westfield.in.gov.

Remainder of page left intentionally blank.

Base Quote Amount in words for 2026 Trail Resurfacing Project:

Two hundred eleven thousand seven hundred eighty-two Dollars and fifty /100

This price is the sum of the quoted unit prices multiplied by the quantity for each item as shown on the above Base Quote Itemized Proposal.

It is hereby agreed that this proposal shall remain in full force and effect and may not be withdrawn for a period of 60 days from the date of receiving proposals by the City of Westfield, Indiana.

Respectfully submitted,

Howard Asphalt LLC dba Howard Companies

Contractor

(Individual) (Partnership)

or (Corporation) *Limited Liability Company

B. 

Title Director of Pre-Construction

Dated:

June 8, 2026

Address 2916 Kentucky Ave.

INDPLS. IN 46221

BID OF

Howard Asphalt LLC dba Howard Companies

(Contractor)

2916 S Kentucky Ave

(Address)

Indianapolis, IN 46221

FOR

PUBLIC WORKS PROJECTS

OF

2026 Trail Resurfacing Project

Filed June, 2026

Action taken _____



CONTRACTOR'S BID FOR PUBLIC WORK - FORM 96

State Form 52414 (R2 / 2-13) / Form 96 (Revised 2013)
Prescribed by State Board of Accounts

PART I

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

Date (month, day, year): June 8, 2026

1. Governmental Unit (Owner): City of Westfield
2. County : Hamilton
3. Bidder (Firm): Howard Asphalt LLC dba Howard Companies
Address: 2916 S. Kentucky Ave
City/State/ZIPcode: Indianapolis, IN 46221
4. Telephone Number: 317-849-9666
5. Agent of Bidder (if applicable): Josh Dillon <jdillon@howardcompanies.com>

Pursuant to notices given, the undersigned offers to furnish labor and/or material necessary to complete the public works project of 2026 Trail Resurfacing Project

(Governmental Unit) in accordance with plans and specifications prepared by Public Works Department of the City of Westfield

and dated June 2026 for the sum of

Two hundred eleven thousand seven hundred eighty-two dollars & fifty cents \$ 211,782.50

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

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

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

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

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

ACCEPTANCE

The above bid is accepted this 8th day of June, 2026, subject to the following conditions: _____

Contracting Authority Members:

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

Governmental Unit: City of Westfield

Bidder (Firm) Howard Asphalt LLC DBA Howard Companies

Date (month, day, year): June 8, 2026

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

SECTION I EXPERIENCE QUESTIONNAIRE

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

Contract Amount	Class of Work	Completion Date	Name and Address of Owner
846,658.50	Paving	2026	Johnson County
3,200,463.65	Paving	2026	City of Indianapolis
3,258,375.20	Paving	2026	City of Indianapolis
1,539,111.38	Paving	2026	Town of Avon

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

Contract Amount	Class of Work	Expected Completion Date	Name and Address of Owner
1,857,935.00	Paving	2027	City of Greenwood
1,679,596.25	Paving	2027	Town of Brownsburg
6,341,446.73	Paving	2027	City of Carmel
1,447,101.50	Paving	2027	Town of Avon

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

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

See Attached Sheet

SECTION II PLAN AND EQUIPMENT QUESTIONNAIRE

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

Howard Companies possesses numerous assets allowing us to meet or exceed project schedules including:

(2) asphalt plants, over (60) Tri-axle dump trucks, (5) paving crews, (4) milling crews with both 7' and 4' self-loading cold milling machine, (4) Concrete crews as well as striping, signage, and sealcoating crews.

Once awarded the project, Howard Companies will assign a project manager and superintendent to oversee construction superintendent to oversee construction and maintain schedules. we will assemble a construction schedule that will meet deadlines.

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

See Attached Sheet

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

None

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

See Attached Sheet

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

Howard Companies will supply all materials for the project.

SECTION III CONTRACTOR'S FINANCIAL STATEMENT

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



Corporate Office

2916 Kentucky Ave
Indianapolis, IN 46221
Phone: 317-849-9666

Reference List

- City of Fishers
- City of Carmel
- Johnson County
- CBRE Inc
- CFH Enterprises LLC
- Cohron Manufactured Homes
- Cushman & Wakefield
- Jones Lang Lasalle
- Platinum Properties Management Co. LLC
- Pulte Homes of Indiana
- Shiel Sexton Company
- Turner Construction Company
- D.R. Horton

For Form 96A



Corporate Office

2916 Kentucky Ave
 Indianapolis, IN 46221
 Phone: 317-849-9666

Subcontractor List

McCrite Milling	810 Industrial Blvd New Albany, IN 47150	Milling
DWD Company LLC	1401 S. Holt Road Indianapolis, IN 46241	Milling
Mamco	6200 E. Highway 62 Jeffersonville, IN 47130	Milling
All Around Concrete	PO Box 166 Monrovia, IN 46157	Concrete
CC&T Construction Co	5051 Prospect Street Indianapolis, IN 46203	Concrete
Sitecrete	404 W. Gimber Street Indianapolis, IN 46225	Concrete
Indiana Sign & Barricade	5240 E. 25 th Street Indianapolis, IN 46218	Signs and Barrels
Gridlock Traffic Systems Inc	6400 Massachusetts Ave Indianapolis, IN 46226	Signs and Barrels
Morphey Construction	1499 N. Sherman Drive Indianapolis, IN 46201	Traffic Loops
Poindexter Excavating Inc	10443 E. 56 th Street Indianapolis, IN 46235	Dirt Work
ALT & Witzig	4105 W. 99 th Street Carmel, IN 46032	Engineering & Testing
Protection Plus Inc	2345 S. Lyndhurst Drive Indianapolis, IN 46241	Traffic Control
Slussers Green Thumb Inc	125 Montgomery Street Logansport, IN 46947	Landscaping

Attachment for Form 96A

**Howard Asphalt, LLC
Balance Sheet
December 31, 2025**

Howard Asphalt, LLC

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CBIZ CPAs P.C.

3925 River Crossing Parkway Suite 100
Indianapolis, IN 46240

P: 317.472.2200

Accountants' Compilation Report

**To the Member
Howard Asphalt, LLC**

Management is responsible for the accompanying consolidated balance sheet of Howard Asphalt, LLC (the "Company"), as of December 31, 2025, in accordance with accounting principles generally accepted in the United States of America. We have performed a compilation engagement in accordance with Statements on Standards for Accounting and Review Services promulgated by the Accounting and Review Services Committee of the AICPA. We did not audit or review the consolidated balance sheet nor were we required to perform any procedures to verify the accuracy or the completeness of the information provided by management. Accordingly, we do not express an opinion or a conclusion nor provide any form of assurance on the consolidated balance sheet.

Management has elected to omit substantially all of the disclosures required by accounting principles generally accepted in the United States of America. If the omitted disclosures were included with the consolidated balance sheet, they might influence the user's conclusions about the Company's financial position. Accordingly, the consolidated balance sheet is not designed for those who are not informed about such matters.

The accompanying consolidated balance sheet as of December 31, 2025, was compiled by us from consolidated financial statements for Howard Companies, LLC, Subsidiaries and Affiliate that did not omit substantially all of the disclosures and statements of operations and cash flows required by generally accepted accounting principles and that we previously audited as indicated in our report dated April 10, 2026.

CBIZ CPAs P.C.

Indianapolis, Indiana
April 16, 2026

Howard Asphalt, LLC
Balance Sheet
December 31, 2025

Assets

Current Assets

Accounts and contracts receivable, net	\$	13,456,860
Inventory		439,565
Contract assets		2,566,713
Other current assets		544,508
		17,007,646
 Total Current Assets		 17,007,646

Property and Equipment, net

9,534,216

Goodwill and Other Assets

1,669,893

Total Assets	\$	28,211,755
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Liabilities and Member's Equity

Current Liabilities

Current maturities of long-term debt	\$	1,894,303
Accounts payable		4,102,505
Contract liabilities		556,101
Accrued expenses		750,907
		7,303,816
 Total Current Liabilities		 7,303,816

Long-term debt, less current maturities

4,248,994

Total Liabilities		11,552,810
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Member's Equity

16,658,945

Total Liabilities and Member's Equity	\$	28,211,755
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See accountants' compilation report.

HOWARD ASPHALT
Book Asset Detail
As of December 31, 2025

Asset	Property Description	Date In Service	Book Cost	Book End Depr	Book Net Book Value	Book Method	Book Period
Group: Furniture & Equip							
493	HCSS	5/01/18	126,483.26	84,912.86	41,570.40	S/L	11.42
494	2018 Server	5/01/18	26,131.45	25,295.63	835.82	S/L	7.92
495	2018 Server Addition	5/01/18	12,880.99	12,344.26	536.73	S/L	8.00
606	Envista Technology Server	1/01/21	37,928.27	37,928.27	0.00	S/L	5.00
760	kentwood office furn upstairs	3/01/23	10,127.38	2,531.84	7,595.54	S/L	8.00
802	Conn Sol Microsoft Surface-subscrip	9/01/25	35,471.28	3,941.25	31,530.03	S/L	3.00
Furniture & Equip			249,022.63	166,954.11	82,068.52		
Group: Leasehold Improvements							
510	Harding Labor & Materials on KY Office	3/31/19	123,885.00	41,811.19	82,073.81	S/L	20.00
511	provantage	2/28/19	7,049.93	2,408.75	4,641.18	S/L	20.00
512	access integrated	2/28/19	16,732.30	5,716.90	11,015.40	S/L	20.00
513	marcomtec	2/28/19	50,257.81	17,176.00	33,081.81	S/L	20.00
514	ace real time nitro	2/28/19	6,500.30	2,220.97	4,279.33	S/L	20.00
515	access integrated	4/30/19	26,017.89	8,672.60	17,345.29	S/L	20.00
518	Harding Labor & Materials on KY Office	4/30/19	33,103.00	11,034.33	22,068.67	S/L	20.00
520	access integrated	6/01/19	27,000.00	8,887.50	18,112.50	S/L	20.00
521	hovic electric	6/01/19	3,420.00	1,125.75	2,294.25	S/L	20.00
526	Leasehold improvements	9/01/19	144,201.00	45,663.65	98,537.35	S/L	20.00
527	SAFE & SEALED FLOORING	10/10/19	1,228.71	1,228.71	0.00	S/L	1.00
529	TRIM WORK IV OFFICE	6/28/19	9,060.00	2,944.50	6,115.50	S/L	20.00
678	SIGNCRAFT	12/23/21	50,646.39	28,940.80	21,705.59	S/L	7.00
762	UPSTAIRS OFFICE ADDITIONS	3/01/24	65,000.00	5,958.33	59,041.67	S/L	20.00
772	UPSTAIRS OFFICE COMLTN	5/01/24	50,000.00	4,166.67	45,833.33	S/L	20.00
Leasehold Improvements			614,102.33	187,956.65	426,145.68		

Asset	Property Description	Date In Service	Book Cost	Book End Depr	Book Net Book Value	Book Method	Book Period
Group: Mach & Equip Concrete							
246	2014 Allen 16PBES Track Buggy	5/01/18	8,000.00	8,000.00	0.00	S/L	4.00
255	2015 Bobcat MT55 Track Loader	5/01/18	12,000.00	12,000.00	0.00	S/L	4.00
258	2015 Allen 16PBES Track Buggy	5/01/18	13,000.00	13,000.00	0.00	S/L	4.00
264	Atlas Copco XAS 185 compressor	5/01/18	9,000.00	9,000.00	0.00	S/L	4.00
501	2018 Bobcat HB980 Breaker	10/01/18	9,614.81	7,691.85	1,922.96	S/L	4.00
525	Bobcat skid steer S650 2019	8/01/19	57,835.00	47,714.33	10,120.67	S/L	7.00
581	BOBCAT skid Str S650 T4	4/01/20	62,499.02	46,204.53	16,294.49	S/L	7.00
582	CURB MACH GOMACO GT3600	5/01/20	309,000.00	225,088.10	83,911.90	S/L	7.00
618	MILLER MC550 CURBER	3/15/21	9,343.22	6,451.29	2,891.93	S/L	7.00
631	2019 BOBCAT skid steer S650	5/03/21	57,400.00	48,216.00	9,184.00	S/L	5.00
700	2022 Bobcat T740T4 compact loader	10/01/22	90,844.74	37,960.36	52,884.38	S/L	7.00
754	CAT COMPACT TRK 279D3	12/31/23	87,762.00	22,567.42	65,194.58	S/L	7.00
755	CAT COMPACT TRK 279D3	12/31/23	87,762.00	22,567.42	65,194.58	S/L	7.00
767	CAT B6S HAMMER CONCRT	5/01/24	9,302.00	5,167.78	4,134.22	S/L	3.00
809	CAT 265 COMPACT TRK LDR	12/01/25	97,816.00	1,164.48	96,651.52	S/L	7.00
Mach & Equip Concrete			921,178.79	512,793.56	408,385.23		

Asset	Property Description	Date In Service	Book Cost	Book End Depr	Book Net Book Value	Book Method	Book Period
Group: Mach & Equip Maint							
275	Miller Mig Welder	5/01/18	1,000.00	1,000.00	0.00	S/L	4.00
291	McLane	5/01/18	550.00	550.00	0.00	S/L	4.00
292	Billy Goat Grazer	5/01/18	650.00	650.00	0.00	S/L	4.00
300	Little Wonder Blower	5/01/18	400.00	400.00	0.00	S/L	4.00
311	2016 Sure Trac 7 x 16 Flat	5/01/18	2,000.00	2,000.00	0.00	S/L	4.00
321	2007 SP300 Squeegee Machine	5/01/18	6,000.00	6,000.00	0.00	S/L	4.00
336	JCL HRL-1 Striper	5/01/18	3,000.00	3,000.00	0.00	S/L	4.00
343	2012 Crafc0 EZ Series	5/01/18	30,000.00	30,000.00	0.00	S/L	4.00
348	2015 Sure Trac	5/01/18	2,000.00	2,000.00	0.00	S/L	4.00
349	2015 Sure Trac	5/01/18	1,200.00	1,200.00	0.00	S/L	4.00
356	2016 Sure Trac 8.5 x 16 Enclosed	5/01/18	2,000.00	2,000.00	0.00	S/L	4.00
358	2016 Sure Trac	5/01/18	1,250.00	1,250.00	0.00	S/L	4.00
360	2016 Sure Trac Enclosed	5/01/18	2,000.00	2,000.00	0.00	S/L	4.00
364	2016 Utilev UT25-30P forklift	5/01/18	16,500.00	16,500.00	0.00	S/L	4.00
366	2016 Crafc0 250 Gallon Melter	5/01/18	30,000.00	24,000.00	6,000.00	S/L	4.00
369	2017 Utilev UT25-30P Forklift	5/01/18	16,000.00	16,000.00	0.00	S/L	4.00
548	2013 Atlas port air comp DR043491	3/17/20	10,058.00	8,261.94	1,796.06	S/L	7.00
574	Tack Tank on GEC57460	4/01/20	12,800.00	10,514.28	2,285.72	S/L	7.00
597	Diamond Core Rig DD250 BS	9/01/20	6,285.65	4,789.07	1,496.58	S/L	7.00
602	AIR COMPRESSOR-MAINT	10/01/20	18,564.50	9,746.36	8,818.14	S/L	10.00
628	MELTER CRACK PRO 400 GAL	4/06/21	50,000.00	33,928.58	16,071.42	S/L	7.00
684	CRAF0 MELTER TRLR	5/01/22	82,762.15	43,351.59	39,410.56	S/L	7.00
743	STRIPING GUNS	8/01/23	17,603.19	14,180.35	3,422.84	S/L	3.00
744	SEALCOAT LINE STRIPER 3900	9/01/23	11,574.27	9,002.21	2,572.06	S/L	3.00
745	SEALMASTER LINEDRIVER HD	9/01/23	9,306.30	7,238.23	2,068.07	S/L	3.00
747	ATLAS AIR COMPRESSOR	10/27/23	32,260.50	13,979.55	18,280.95	S/L	5.00
756	CAT COMPACT TRK 289D3	12/31/23	91,313.00	23,480.58	67,832.42	S/L	7.00
759	LINE STRIPER GRACO 3900	2/01/24	11,574.96	5,546.34	6,028.62	S/L	4.00
780	2015 NEW HOLLAND SKID	10/01/24	22,500.00	9,375.00	13,125.00	S/L	3.00
781	GRACO LINEDRIVER	11/01/24	9,951.00	3,869.83	6,081.17	S/L	3.00
782	SEALMASTER SQUEEGEE MACH 575	11/01/24	57,780.00	13,482.00	44,298.00	S/L	5.00
783	72" BUCKET SWEEPER VIRNIG	12/01/24	6,200.00	3,358.33	2,841.67	S/L	2.00
787	Supermag RPM Grinding Mach 207031	3/01/25	15,000.00	4,166.67	10,833.33	S/L	3.00
800	Graco 3900 Linestriper	8/01/25	17,545.00	1,462.08	16,082.92	S/L	5.00
801	GRACO GRINDLAZER 1021	8/01/25	21,579.76	1,798.31	19,781.45	S/L	5.00
804	Sealmaster HotBox Falcon	9/01/25	38,000.00	3,166.67	34,833.33	S/L	4.00
805	GRACO PRO MELT	10/01/25	19,260.00	1,203.75	18,056.25	S/L	4.00
Mach & Equip Maint			676,468.28	334,451.72	342,016.56		

Asset	Property Description	Date In Service	Book Cost	Book End Depr	Book Net Book Value	Book Method	Book Period
Group: Mach & Equip Pave							
32	WACKER WP1550AW COMPACTOR	5/01/18	600.00	600.00	0.00	S/L	4.00
35	LITTLE WONDER BLOWER	5/01/18	650.00	650.00	0.00	S/L	4.00
36	WACKER WP1550AW COMPACTOR	5/01/18	600.00	600.00	0.00	S/L	4.00
37	WACKER WP1550AW COMPACTOR	5/01/18	600.00	600.00	0.00	S/L	4.00
38	WACKER WP1550AW COMPACTOR	5/01/18	600.00	600.00	0.00	S/L	4.00
39	WACKER WP1550AW COMPACTOR	5/01/18	600.00	600.00	0.00	S/L	4.00
40	WACKER WP1550AW COMPACTOR	5/01/18	1,250.00	1,250.00	0.00	S/L	4.00
80	WACKER	5/01/18	600.00	600.00	0.00	S/L	4.00
82	2017 Wacker WP1550AW	5/01/18	1,350.00	1,350.00	0.00	S/L	4.00
104	Wacker Nuesom	5/01/18	600.00	600.00	0.00	S/L	4.00
105	Wacker WP 1550AW	5/01/18	600.00	600.00	0.00	S/L	4.00
106	Wacker WP 1550AW	5/01/18	600.00	600.00	0.00	S/L	4.00
107	Wacker WP 1550AW	5/01/18	600.00	600.00	0.00	S/L	4.00
108	Wacker WP 1550AW	5/01/18	600.00	600.00	0.00	S/L	4.00
120	2007 Bomag BW177D-3	5/01/18	30,000.00	25,125.00	4,875.00	S/L	4.00
136	2012 Ingersol Rand SD70D	5/01/18	30,000.00	22,800.00	7,200.00	S/L	4.00
138	2012 John Deere 310 Backhoe	5/01/18	42,500.00	27,500.00	15,000.00	S/L	4.00
146	2013 Heater Asphalt Distributo	5/01/18	5,000.00	5,000.00	0.00	S/L	4.00
147	2013 Bomag W138AD	5/01/18	15,000.00	9,450.00	5,550.00	S/L	4.00
149	2014 Eager Beaver	5/01/18	18,000.00	18,000.00	0.00	S/L	4.00
154	2014 Broce RC-350 Power Broom	5/01/18	30,000.00	30,000.00	0.00	S/L	4.00
155	2014 Falcon 4 ton recyc and hot box	5/01/18	10,000.00	10,000.00	0.00	S/L	4.00
156	2014 Falcon 4 ton hot box	5/01/18	10,000.00	10,000.00	0.00	S/L	4.00
159	2014 Bomag BW138AD-5 Roller	5/01/18	18,000.00	300.00	17,700.00	S/L	4.00
160	2014 Dynapac CC4200 Roller	5/01/18	67,500.00	62,250.00	5,250.00	S/L	4.00
164	2015 Eager Beaver	5/01/18	18,000.00	18,000.00	0.00	S/L	4.00
177	2015 Dynapac CC4200 Roller	5/01/18	85,000.00	79,750.00	5,250.00	S/L	4.00
181	2015 John Deere 310SL Backhoe	5/01/18	75,000.00	69,300.00	5,700.00	S/L	4.00
191	2016 Sure Trac 7 x 16 Flat	5/01/18	2,000.00	2,000.00	0.00	S/L	4.00
192	2016 Sure Trac 7 X 18 Flat	5/01/18	2,000.00	2,000.00	0.00	S/L	4.00
199	2016 Bomag	5/01/18	70,000.00	64,000.00	6,000.00	S/L	4.00
206	2017 SURE TRAC TRAILER	5/01/18	22,000.00	22,000.00	0.00	S/L	4.00
207	SURE TRAC TRAILER	5/01/18	22,000.00	22,000.00	0.00	S/L	4.00
211	2017 John Deere 310SL Backhoe	5/01/18	95,000.00	90,600.00	4,400.00	S/L	4.00
222	2018 CAT 289D	10/01/18	75,000.00	60,000.00	15,000.00	S/L	7.00
224	2018 CAT 289	10/01/18	75,000.00	60,000.00	15,000.00	S/L	7.00
248	2015 Sure Trac	5/01/18	1,500.00	1,500.00	0.00	S/L	4.00
509	2014 Hank Trailer	3/01/19	12,000.00	12,000.00	0.00	S/L	4.00
517	Trailboss Trailer DP333	4/30/19	39,308.00	26,205.33	13,102.67	S/L	10.00
580	SKID STEER LOADER S850	4/01/20	69,339.85	51,261.94	18,077.91	S/L	7.00
584	HAMM HD12VV Roller	1/10/20	37,245.00	22,347.00	14,898.00	S/L	10.00
620	ROLLER-COMPACTOR CAT CB10	4/02/21	148,589.00	90,746.04	57,842.96	S/L	7.00
621	10' PAVER CAT AP1055FP	4/13/21	452,874.00	276,576.88	176,297.12	S/L	7.00
630	COMPACT TRK LOADER CAT 299D3	4/30/21	92,072.25	55,843.49	36,228.76	S/L	7.00
634	PAVER CAT AP555F	5/19/21	367,000.00	216,267.84	150,732.16	S/L	7.00

Asset	Property Description	Date In Service	Book Cost	Book End Depr	Book Net Book Value	Book Method	Book Period
641	CAT PAVER AP555F AP500335	9/01/21	368,880.00	205,518.86	163,361.14	S/L	7.00
642	BROOM BR RCT-350	10/07/21	61,898.00	37,580.92	24,317.08	S/L	7.00
643	BROOM BR RCT-350	10/08/21	61,898.00	37,580.92	24,317.08	S/L	7.00
645	SKID STEER LOADER CAT 272D3XE	12/13/21	68,332.00	35,874.41	32,457.59	S/L	7.00
646	SKID STEER WORK TOOLS SSL PC412	12/10/21	28,643.00	16,708.43	11,934.57	S/L	7.00
647	SKID STEER LOADER BUCKETS	12/10/21	10,753.50	6,272.86	4,480.64	S/L	7.00
648	Road Widener Weiler W530A	12/10/21	253,679.00	147,979.43	105,699.57	S/L	7.00
652	Paver Weiler P385B	12/10/21	203,276.00	172,288.00	30,988.00	S/L	3.00
653	2014 WEILER PAVER P385 MANN	12/15/21	75,000.00	75,000.00	0.00	S/L	2.00
662	2019 HUSQVARNA COMPACTOR LF75-	12/15/21	500.00	500.00	0.00	S/L	2.00
665	2018 CAT BROOM VIRNIG -MANN	12/15/21	3,000.00	3,000.00	0.00	S/L	2.00
671	PRESSURE WASHER ALTO-MANN	12/15/21	2,000.00	2,000.00	0.00	S/L	2.00
680	HAMM ROLLER HD12VV	5/16/22	39,319.00	20,127.58	19,191.42	S/L	7.00
681	HAMM ROLLER HD12VV	5/16/22	39,319.00	20,127.58	19,191.42	S/L	7.00
682	RADIOS CARDENAL WIRELESS	5/13/22	15,132.04	15,132.04	0.00	S/L	3.00
683	BROOM WALK BEHIND BENSINK	5/16/22	4,136.59	2,964.56	1,172.03	S/L	5.00
685	CAT SKID STR LDR 272D3XE	7/13/22	68,332.00	30,749.50	37,582.50	S/L	7.00
686	Hamm Roller HD12VV	7/28/22	40,480.00	19,758.10	20,721.90	S/L	7.00
691	HAMM HD ASPHALT ROLLER	8/30/22	152,602.00	72,667.63	79,934.37	S/L	7.00
693	2022 WIRTGEN W120XTI MILLING	8/01/22	465,428.00	270,336.23	195,091.77	S/L	5.00
694	cardinal wireless radio	9/15/22	3,199.30	3,199.30	0.00	S/L	3.00
695	(4) 72" pickup broom BUB58292ZA	9/20/22	30,680.00	30,680.00	0.00	S/L	3.00
696	Hamm Roller Ha HD12VV	9/19/22	40,209.00	18,668.46	21,540.54	S/L	7.00
697	SITECH Trimble TEW3DMG010 gps	9/07/22	43,202.00	28,801.33	14,400.67	S/L	5.00
699	2022 Bobcat S850 skid steer loader	10/01/22	90,163.67	37,675.69	52,487.98	S/L	7.00
701	HAMM Roller HD14IVV	10/17/22	61,792.00	27,953.53	33,838.47	S/L	7.00
702	HAMM HD14IVV Roller	10/18/22	61,792.00	27,953.53	33,838.47	S/L	7.00
705	CAT SKID STR 272D3XE	8/12/22	68,332.00	30,017.36	38,314.64	S/L	7.00
706	CAT SKID STR 272D3XE	11/28/22	68,332.00	27,088.84	41,243.16	S/L	7.00
707	CAT SKID STR 272D3XE	11/28/22	68,332.00	27,088.84	41,243.16	S/L	7.00
711	MILL HEADS - ATTCH SKDSTR	8/05/22	22,000.00	18,791.67	3,208.33	S/L	4.00
712	MILL HEAD - ATTCH SKDSTR	8/05/22	22,000.00	18,791.67	3,208.33	S/L	4.00
713	MILL HEAD - ATTCH SKDSTR	8/05/22	22,000.00	18,791.67	3,208.33	S/L	4.00
714	MILL HEAD - ATTCH SKD STR	8/05/22	22,000.00	18,791.67	3,208.33	S/L	4.00
715	CAT AP1055 PAVER	12/28/22	571,531.00	220,447.71	351,083.29	S/L	7.00
717	HAMM ROLLER HD12VV	12/30/22	40,209.00	17,232.42	22,976.58	S/L	7.00
719	2022 Broce RCT-350 Broom	12/31/22	66,446.00	25,629.42	40,816.58	S/L	7.00
720	2022 Broce RCT-350 Broom	12/31/22	66,446.00	25,629.42	40,816.58	S/L	7.00
724	HAMM TANDEM ROLLER	2/22/23	63,500.00	25,702.38	37,797.62	S/L	7.00
726	2022 Bobcat Skid S850	3/14/23	90,388.67	32,927.64	57,461.03	S/L	7.00
727	2023 Bobcat Fast Cut Planer	3/14/23	25,471.89	18,042.58	7,429.31	S/L	4.00
731	Trimble Sitech GCS900TM	3/22/23	49,294.00	27,111.70	22,182.30	S/L	5.00
740	ROLLER HAMM 6945	7/24/23	40,209.00	13,881.67	26,327.33	S/L	7.00
741	ROLLER HAMM 6900	7/24/23	40,209.00	13,881.67	26,327.33	S/L	7.00
748	PAVER CAT AP1055F	11/01/23	149,625.00	99,625.00	50,000.00	S/L	2.00
749	WIRTGEN MILLING W200FI	12/31/23	636,138.00	216,287.20	419,850.80	S/L	5.00
750	WIRTGEN MILLING W200FI	12/31/23	636,138.00	216,287.20	419,850.80	S/L	5.00

Asset	Property Description	Date In Service	Book Cost	Book End Depr	Book Net Book Value	Book Method	Book Period
751	CAT SKIDSTEER 2620D3 W/BROOM	12/31/23	86,584.36	22,264.68	64,319.68	S/L	7.00
752	CAT SKID STEER 262D3 W/BROOM	12/31/23	86,584.36	22,264.68	64,319.68	S/L	7.00
753	CAT SKIDSTEER 262D3 W/BROOM	12/31/23	86,584.36	22,264.68	64,319.68	S/L	7.00
763	2016 Hamm Roller H11I	4/01/24	55,155.50	24,130.54	31,024.96	S/L	4.00
768	HAMM ROLLER HD141VW	5/01/24	81,231.11	19,340.74	61,890.37	S/L	7.00
769	HAMM ROLLER RCT-350	5/01/24	73,196.00	17,427.62	55,768.38	S/L	7.00
773	SITECH FOR MILL 223335	6/01/24	43,000.00	13,616.67	29,383.33	S/L	5.00
777	CAT 262D3 Skid Steer	9/01/24	74,239.60	12,726.97	61,512.63	S/L	7.00
786	HAMM HD14iVO Roller H285.1262	3/01/25	66,790.00	7,951.19	58,838.81	S/L	7.00
788	Cat Cold Planer PC412 for skid str	4/01/25	33,584.00	6,297.00	27,287.00	S/L	4.00
791	1999 Ingersoll Rand SD-70	7/01/25	5,442.49	1,360.62	4,081.87	S/L	2.00
792	Cat 262D3 Skid Steer	7/01/25	69,210.00	4,943.57	64,266.43	S/L	7.00
793	Cat work tools BU118	7/01/25	6,772.00	1,693.00	5,079.00	S/L	2.00
798	3 CAT BROOM ATTACH	8/01/25	20,316.00	2,821.67	17,494.33	S/L	3.00
799	1999 ROSCOE RB48 SWPR	8/01/25	3,075.62	1,281.51	1,794.11	S/L	1.00
806	CAT AP655 PAVER	10/01/25	594,924.00	19,122.29	575,801.71	S/L	7.00
810	CAT 260 SKD STR LDR	12/01/25	75,897.00	903.54	74,993.46	S/L	7.00
811	CAT 420XE BACKHOE LDR	12/01/25	159,677.17	1,900.92	157,776.25	S/L	7.00
813	CAT AP1055 PAVER	12/01/25	635,215.00	6,806.13	628,408.87	S/L	7.00
Net Mach & Equip Pave			9,366,504.33	4,160,938.16	5,205,566.17		

Group: Mach & Equip Plant

502	2018 Bobcat S850 Skid steer loader	10/01/18	46,014.76	46,014.76	0.00	S/L	4.00
508	1474P Hotsy HWW5 3000 psi	2/07/19	6,905.78	6,905.78	0.00	S/L	4.00
524	bobcat skid steer S650	7/01/19	42,750.00	39,696.42	3,053.58	S/L	7.00
736	Camper for work use	4/20/23	110,000.00	58,666.67	51,333.33	S/L	5.00
Mach & Equip Plant			205,670.54	151,283.63	54,386.91		

Group: Mach & Equip Shop

84	UTILEVUT25-30P forklift	5/01/18	17,500.00	17,500.00	0.00	S/L	4.00
698	Gardner Denver Air Comp Shop	9/30/22	9,673.03	6,287.48	3,385.55	S/L	5.00
710	MICRO-HD LEGACY SHOPVAC	11/18/22	10,486.00	6,466.37	4,019.63	S/L	5.00
Mach & Equip Shop			37,659.03	30,253.85	7,405.18		

Asset	Property Description	Date In Service	Book Cost	Book End Depr	Book Net Book Value	Book Method	Book Period
Group: Mach & Equip Siteprep							
543	D5 Dozer w/AC Cab -2014	1/01/20	94,000.00	72,514.26	21,485.74	S/L	7.00
599	2020 CAT 308 Excavator	10/16/20	138,153.05	86,674.60	51,478.45	S/L	7.00
600	2020 CAT WT-MHE HAMMER	10/16/20	16,050.00	16,050.00	0.00	S/L	5.00
610	LeeBoy Model 685C Grader	2/01/21	14,338.96	14,338.96	0.00	S/L	3.00
611	John Deere Model 310J Backhoe	2/01/21	14,338.96	14,338.96	0.00	S/L	3.00
613	EXCAVTR CAT 308 ATQ	3/24/21	138,153.05	84,372.25	53,780.80	S/L	7.00
619	BACKHOE CAT 420J 2021	4/08/21	145,528.56	88,876.96	56,651.60	S/L	7.00
622	SITECH GPS TRIMBLE SPS930MC	4/06/21	29,899.00	28,404.05	1,494.95	S/L	5.00
623	SITECH GPS TRIMBLE TSC7SC	4/06/21	9,280.00	8,816.00	464.00	S/L	5.00
624	SITECH GPS TRIMBLE TEWCD3	4/06/21	38,415.00	36,494.25	1,920.75	S/L	5.00
625	SITECH GPS SPS930MC	4/16/21	34,899.00	32,572.40	2,326.60	S/L	5.00
626	SITECH GPS TRIMBLE SPS930MC	4/16/21	34,899.00	32,572.40	2,326.60	S/L	5.00
627	SITECH TRIMBLE TSC7	4/16/21	10,780.00	10,061.33	718.67	S/L	5.00
635	SITECH TRIMBLE TEWCS3	6/01/21	25,798.00	23,648.17	2,149.83	S/L	5.00
644	ROLLER BOMAG BW211D-5	10/11/21	117,900.00	71,582.15	46,317.85	S/L	7.00
649	Dozer Cat D2 LGP	12/01/21	128,803.25	67,621.88	61,181.37	S/L	7.00
650	Grader Cat 140M3 Z1	12/01/21	187,000.00	98,175.01	88,824.99	S/L	7.00
651	Excavator Cat 315 BPRQZ1	12/10/21	226,691.27	119,013.00	107,678.27	S/L	7.00
721	Leeboy Grader B56543 685D	12/31/22	148,100.00	57,124.29	90,975.71	S/L	7.00
735	CAT 289D3 COMPACT TRACK LOADER	4/19/23	93,864.00	32,182.10	61,681.90	S/L	7.00
757	CAT315 EXCAVATOR	12/31/23	228,270.00	58,698.00	169,572.00	S/L	7.00
764	cat 308 Excavator	4/01/24	146,500.00	32,962.50	113,537.50	S/L	7.00
765	CAT 308 EXCAVATOR SITE	5/01/24	148,350.00	31,789.28	116,560.72	S/L	7.00
766	CAT 315 EXCAVATOR SITE	5/01/24	223,270.00	47,843.57	175,426.43	S/L	7.00
771	2024 VAC TRLR VM873SDT	5/01/24	144,588.10	34,425.74	110,162.36	S/L	7.00
794	Cat work tools	7/01/25	1,199.00	599.50	599.50	S/L	1.00
795	CAT 265 COMPACT TRK LDR	7/01/25	92,762.00	6,625.86	86,136.14	S/L	7.00
796	CAT 265 COMPACT TRK LDR	7/01/25	92,762.00	6,625.86	86,136.14	S/L	7.00
807	CAT 265 COMPACT TRK LDR	12/01/25	97,816.00	1,164.48	96,651.52	S/L	7.00
812	CAT CS11GC VIB COMP	12/01/25	137,809.00	1,640.58	136,168.42	S/L	7.00
Mach & Equip Siteprep			2,960,217.20	1,217,808.39	1,742,408.81		

Group: Machinery & Equipment

542	2800 Link-Belt w/AC Cab-2012	1/01/20	32,000.00	27,428.58	4,571.42	S/L	7.00
546	Cummins Generator w Trlr	1/01/20	67,000.00	51,685.74	15,314.26	S/L	7.00
583	Tillman bed covers new pkup	4/01/20	18,050.90	18,050.90	0.00	S/L	5.00
609	2021 Bobcat Skidsteer T770	2/18/21	74,138.31	46,072.25	28,066.06	S/L	7.00
737	Fuel Tank Smartfill System	4/18/23	23,856.55	12,723.49	11,133.06	S/L	5.00
803	Seiler-Trimble gps-software	9/01/25	52,304.35	5,811.59	46,492.76	S/L	3.00
808	CAT 265 COMPACT TRK LDR	12/01/25	97,816.00	1,164.48	96,651.52	S/L	7.00
Machinery & Equipment			365,166.11	162,937.03	202,229.08		

Asset	Property Description	Date In Service	Book Cost	Book End Depr	Book Net Book Value	Book Method	Book Period
Group: Vehicle - SitePrep							
617	2021 Ford F250	3/10/21	48,429.45	46,815.14	1,614.31	S/L	5.00
704	2023 FORD F150	11/29/22	62,028.66	38,251.00	23,777.66	S/L	5.00
Vehicle - SitePrep			110,458.11	85,066.14	25,391.97		

Group: Vehicles

528	2019 Ford Exp KEA01516	12/23/19	72,331.15	72,331.15	0.00	S/L	5.00
530	2020 FORD F150 LFA46818	12/17/19	63,600.00	63,600.00	0.00	S/L	5.00
534	2019 Ford F150 KKD32546	1/01/20	32,347.76	32,347.76	0.00	S/L	5.00
538	2019 Ford F150 KKE12494	1/01/20	27,187.72	27,187.72	0.00	S/L	5.00
547	2019 Ford F450 SD KEC66915	1/01/20	86,000.00	57,128.56	28,871.44	S/L	7.00
552	2020 Ford F150 KD81885	3/05/20	29,001.99	29,001.99	0.00	S/L	5.00
556	2020 Ford F150 KD81882	3/05/20	28,581.99	28,581.99	0.00	S/L	5.00
560	2020 Ford F150 KD81878	3/05/20	28,476.99	28,476.99	0.00	S/L	5.00
564	2020 Ford F150 KD81880	3/05/20	29,001.99	29,001.99	0.00	S/L	5.00
566	2020 Ford F150 KD81881	3/05/20	28,546.99	28,546.99	0.00	S/L	5.00
590	2020 FORD F150 LKD81887	5/01/20	29,201.89	29,201.89	0.00	S/L	5.00
591	2020 FORD F150	5/01/20	29,201.29	29,201.29	0.00	S/L	5.00
601	2021 KIA SEDONA	10/28/20	25,398.25	22,859.25	2,539.00	S/L	5.00
612	2021 Honda Odyssey	3/22/21	40,191.31	38,181.74	2,009.57	S/L	5.00
633	2021 Ford F150	5/01/21	5,779.25	5,393.97	385.28	S/L	5.00
637	2021 FORD F150 MKE47353	8/10/21	37,021.33	32,702.19	4,319.14	S/L	5.00
673	2015 SEAL RITE TRLR-MANN	12/15/21	12,000.00	12,000.00	0.00	S/L	2.00
675	2004 FORD F250 - MANN	12/15/21	3,500.00	3,500.00	0.00	S/L	2.00
692	2023 Genesis GV80 PU111843	8/16/22	67,031.43	44,687.63	22,343.80	S/L	5.00
718	23 FORD F150	12/28/22	69,515.98	41,709.60	27,806.38	S/L	5.00
728	2023 GMC SIERRA	3/22/23	92,024.53	63,266.86	28,757.67	S/L	4.00
729	2023 Ford Explorer	3/30/23	42,541.65	23,397.91	19,143.74	S/L	5.00
730	2023 Ford Explorer	3/30/23	42,821.65	23,551.91	19,269.74	S/L	5.00
733	2023 Ford F150	4/25/23	43,874.50	23,399.73	20,474.77	S/L	5.00
734	2023 GMC Sierra 1500	4/25/23	91,618.63	48,863.28	42,755.35	S/L	5.00
739	2023 Ford F150 PKE48078	6/26/23	44,287.35	22,143.67	22,143.68	S/L	5.00
742	2023 FORD F150 PFC40376	8/16/23	55,270.54	25,792.92	29,477.62	S/L	5.00
746	2023 FORD F250 PED81750	10/01/23	99,176.38	44,629.38	54,547.00	S/L	5.00
758	2024 FORD F250 REC26731	1/02/24	105,144.55	42,057.82	63,086.73	S/L	5.00
770	FORD F150 RKD73670	5/01/24	52,605.22	17,535.07	35,070.15	S/L	5.00
774	2024 FORD F150 RKD57602	6/01/24	52,973.30	16,774.88	36,198.42	S/L	5.00
775	2024 FORD F150 RKD50676	6/01/24	52,744.32	16,702.36	36,041.96	S/L	5.00
814	2016 FORD F250 GEB37545	12/01/25	49,324.10	822.07	48,502.03	S/L	5.00
Net Vehicles			1,409,992.88	895,120.85	514,872.03		

Asset	Property Description	Date In Service	Book Cost	Book End Depr	Book Net Book Value	Book Method	Book Period
Group: Vehicles - concrete							
243	2011 Ford F-450	5/01/18	27,000.00	27,000.00	0.00	S/L	4.00
531	2019 Ford F150 KKE45420	1/01/20	28,790.82	28,790.82	0.00	S/L	5.00
536	2019 Ford F150 KKD80456	1/01/20	28,047.35	28,047.35	0.00	S/L	5.00
537	2019 Ford F150 KKD80483	1/01/20	28,288.67	28,288.67	0.00	S/L	5.00
541	2019 Ford F150 KKE68945	1/01/20	27,789.82	27,789.82	0.00	S/L	5.00
554	2020 Ford F150 KD81870	3/05/20	29,001.99	29,001.99	0.00	S/L	5.00
559	2020 Ford F150 KD81883	3/05/20	29,001.99	29,001.99	0.00	S/L	5.00
592	2020 Ford F350 #320171	6/22/20	46,491.44	36,528.97	9,962.47	S/L	7.00
593	2020 FORD F350 #320172	6/22/20	46,491.44	36,528.97	9,962.47	S/L	7.00
629	2021 CHEV SILVERADO	4/07/21	65,536.10	62,259.30	3,276.80	S/L	5.00
632	2021 Ford F550	5/01/21	64,506.20	60,205.79	4,300.41	S/L	5.00
636	2021 FORD F150 MKE47352	8/10/21	37,021.33	32,702.19	4,319.14	S/L	5.00
690	2022 Ford F150	7/06/22	40,873.15	28,611.21	12,261.94	S/L	5.00
703	2022 FORD F350 NEF88114	10/21/22	59,293.20	37,552.36	21,740.84	S/L	5.00
Vehicles - concrete			558,133.50	492,309.43	65,824.07		
Group: Vehicles - maint							
64	2015 Sure Trac Cargo	5/01/18	1,500.00	1,500.00	0.00	S/L	4.00
145	2013 Ford F-650	5/01/18	40,000.00	40,000.00	0.00	S/L	4.00
196	2016 Ford F-350	5/01/18	33,500.00	33,500.00	0.00	S/L	4.00
367	2016 International 4300	5/01/18	65,000.00	65,000.00	0.00	S/L	4.00
368	2017 Ford F-350	5/01/18	44,000.00	44,000.00	0.00	S/L	4.00
370	2018 Ford F-550	8/01/18	57,417.20	51,675.20	5,742.00	S/L	7.00
551	2020 Ford F150 KD81884	3/05/20	28,931.99	28,931.99	0.00	S/L	5.00
561	2020 Ford F150 KD81872	3/05/20	28,546.99	28,546.99	0.00	S/L	5.00
563	2020 Ford F150 KD81877	3/05/20	28,651.99	28,651.99	0.00	S/L	5.00
588	2020 F-350 LED40314	5/14/20	51,114.66	51,114.66	0.00	S/L	5.00
639	2022 Ford F550 NEC70055	9/20/21	62,015.46	52,713.13	9,302.33	S/L	5.00
687	2022 Ford F150	7/06/22	40,873.15	28,611.21	12,261.94	S/L	5.00
725	2023 Ford F150	2/01/23	43,339.50	25,281.37	18,058.13	S/L	5.00
732	2023 Ford F150	4/25/23	43,874.50	23,399.73	20,474.77	S/L	5.00
Vehicles - maint			568,765.44	502,926.27	65,839.17		
Group: Vehicles - materials							
99	1998 Ford F-800	5/01/18	6,500.00	6,500.00	0.00	S/L	4.00
100	1998 Ford F-800 Single axle dump	5/01/18	6,000.00	6,000.00	0.00	S/L	4.00
640	2021 Ford Exp MEA55720	9/01/21	71,003.24	61,536.15	9,467.09	S/L	5.00
679	2022 FORD F150	3/29/22	48,311.75	36,233.81	12,077.94	S/L	5.00
Vehicles - materials			131,814.99	110,269.96	21,545.03		

Asset	Property Description	Date In Service	Book Cost	Book End Depr	Book Net Book Value	Book Method	Book Period
Group: Vehicles - Paving							
118	2007 International Distributor truck	5/01/18	55,000.00	55,000.00	0.00	S/L	4.00
133	2012 International 4300	5/01/18	35,000.00	35,000.00	0.00	S/L	4.00
151	2014 Ford F-550	5/01/18	42,500.00	42,500.00	0.00	S/L	4.00
152	2014 International 4400	5/01/18	52,000.00	52,000.00	0.00	S/L	4.00
169	2015 Ford F-350	5/01/18	40,000.00	40,000.00	0.00	S/L	4.00
170	2015 Ford F-750	5/01/18	65,000.00	65,000.00	0.00	S/L	4.00
171	2015 Ford F-550	5/01/18	52,500.00	52,500.00	0.00	S/L	4.00
173	2015 Ford F-750	5/01/18	70,000.00	70,000.00	0.00	S/L	4.00
174	2015 Ford F-550 tool trk	5/01/18	52,500.00	52,500.00	0.00	S/L	4.00
175	2015 Ford F-550	5/01/18	54,000.00	54,000.00	0.00	S/L	4.00
195	2016 Ford F-350	5/01/18	33,000.00	33,000.00	0.00	S/L	4.00
197	2016 Ford F-550	5/01/18	67,500.00	67,500.00	0.00	S/L	4.00
209	2017 Ford F-750	5/01/18	75,000.00	75,000.00	0.00	S/L	4.00
284	2000 International 4700	5/01/18	7,000.00	7,000.00	0.00	S/L	4.00
361	2016 Ford F-150	5/01/18	27,000.00	27,000.00	0.00	S/L	4.00
532	2019 Ford F150 KKE68874	1/01/20	28,069.82	28,069.82	0.00	S/L	5.00
533	2019 Ford F150 KKC01470	1/01/20	28,288.10	28,288.10	0.00	S/L	5.00
539	2019 Ford F150 KKE20642	1/01/20	28,553.40	28,553.40	0.00	S/L	5.00
540	2019 Ford F150 KKE31152	1/01/20	28,997.65	28,997.65	0.00	S/L	5.00
550	2020 Ford F150 KD81868	3/05/20	29,001.99	29,001.99	0.00	S/L	5.00
553	2020 Ford F150 KD81874	3/05/20	28,966.99	28,966.99	0.00	S/L	5.00
555	2020 Ford F150 KD81867	3/05/20	28,546.99	28,546.99	0.00	S/L	5.00
557	2020 Ford F150 KD81875	3/05/20	28,581.99	28,581.99	0.00	S/L	5.00
558	2020 Ford F150 KD81876	3/05/20	28,966.99	28,966.99	0.00	S/L	5.00
562	2020 Ford F150 KD81869	3/05/20	28,546.99	28,546.99	0.00	S/L	5.00
567	2020 Ford F150 KD81879	3/05/20	28,336.99	28,336.99	0.00	S/L	5.00
568	2020 Ford F150 FB38362	3/05/20	31,645.46	31,645.46	0.00	S/L	5.00
570	2020 Ford F150 FB38364	3/05/20	32,765.46	32,765.46	0.00	S/L	5.00
571	2020 Ford F150 FB38366	3/05/20	32,765.46	32,765.46	0.00	S/L	5.00
587	2019 Ford F150 KDA26960	5/26/20	53,846.74	53,846.74	0.00	S/L	5.00
607	2021 Ford F150 MFA04297	2/08/21	35,161.02	34,574.99	586.03	S/L	5.00
608	2021 Ford F150 MFA04296	2/08/21	35,161.02	34,574.99	586.03	S/L	5.00
615	2021 INTL MV607 TACK TRK	3/22/21	180,000.00	122,142.87	57,857.13	S/L	7.00
616	2020 Chev Silverado	3/01/21	71,841.20	69,446.49	2,394.71	S/L	5.00
688	2022 Ford F150	7/06/22	40,873.15	28,611.21	12,261.94	S/L	5.00
689	2022 Ford F150	7/06/22	40,873.15	28,611.21	12,261.94	S/L	5.00
722	2023 Ford F150	1/17/23	43,232.50	25,218.96	18,013.54	S/L	5.00
738	2023 Ford F150 PKE48370	6/06/23	48,265.16	24,937.00	23,328.16	S/L	5.00
761	2024 FORD F150 RKD12593	3/01/23	45,972.15	18,388.86	27,583.29	S/L	5.00
778	24 FORD F150 RKE62017	10/01/24	51,991.36	12,997.84	38,993.52	S/L	5.00
779	24 FORD F150 RFB07774	10/01/24	52,334.83	13,083.71	39,251.12	S/L	5.00
784	2024 Ford F150 RKF10947	12/01/24	56,892.13	12,326.63	44,565.50	S/L	5.00
790	2025 FORD F150 SKE00675	5/01/25	51,053.16	6,807.09	44,246.07	S/L	5.00
Vehicles - Paving			1,947,531.85	1,625,602.87	321,928.98		

Asset	Property Description	Date In Service	Book Cost	Book End Depr	Book Net Book Value	Book Method	Book Period
Group: Vehicles - Shop							
51	2004 Ford F-650	5/01/18	11,000.00	11,000.00	0.00	S/L	4.00
638	2021 FORD F250 MEC82945	8/18/21	47,887.18	41,502.24	6,384.94	S/L	5.00
789	2025 Ford F150 SKD82513	4/01/25	49,192.43	7,378.86	41,813.57	S/L	5.00
Vehicles - Shop			108,079.61	59,881.10	48,198.51		
Net Grand Total			20,230,765.62	10,696,553.72	9,534,211.90		

Request for Taxpayer Identification Number and Certification

Go to www.irs.gov/FormW9 for instructions and the latest information.

**Give form to the
 requester. Do not
 send to the IRS.**

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See <i>Specific Instructions</i> on page 3.	1	Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.) Howard Asphalt LLC	
	2	Business name/disregarded entity name, if different from above. dba Howard Companies	
	3a	Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C corporation <input type="checkbox"/> S corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input checked="" type="checkbox"/> LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) S Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions)	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) <u>N/A</u> Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) <u>N/A</u> <i>(Applies to accounts maintained outside the United States.)</i>
	3b	If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions <input type="checkbox"/>	
	5	Address (number, street, and apt. or suite no.). See instructions. 2916 Kentucky Ave	Requester's name and address (optional)
	6	City, state, and ZIP code Indianapolis IN 46221	
	7	List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number										
or										
Employer identification number										
6	1		-	1	8	9	5	7	0	5

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person <i>David Sachwell Controller</i>	Date <i>1-19-26</i>
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

CERTIFICATE OF QUALIFICATION
to provide
CONSTRUCTION SERVICES
for
PUBLIC WORKS PROJECTS
to the
STATE OF INDIANA

This Certification Board, having duly considered application for qualification in terms of apparent experience and financial resources; and under the applicable Indiana Code 4-13.6-4 and adopted rules of this Board, hereby issues a Certificate of Qualification to provide construction services to the State of Indiana for Public Works Projects to:

<h2 style="margin:0;">Howard Asphalt LLC</h2>	
<p style="margin:0;">Howard Companies 2916 Kentucky Ave</p>	
	<p style="margin:0;">Indianapolis, IN 46221</p>
Phone	<p style="margin:0;">(317) 849-9666</p>
Fax	
Company Official	<p style="margin:0;">Shelby Howard IV</p>

for the twenty-seven month period stated herein, unless revoked by this Board for cause,
and in the classifications of services stated below. This certificate supercedes any previous certificate.

- 1611.01 Concrete Construction of Roads & Curbing
- 1611.02 Asphalt Construction of Roads and Parking Lots
- 1741.04 Stone work
- 1771.01 Concrete Construction
- 1794.01 Earthmoving and Land Clearing
- 1794.02 Excavation
- 1795.02 Demolition of Pavements and Roads

CERTIFICATION DATE 01/09/2025

EXPIRATION DATE 04/09/2027

THIS CERTIFICATE ISSUED BY THE STATE OF INDIANA, PUBLIC WORKS DIVISION CERTIFICATION BOARD,
402 WEST WASHINGTON STREET, ROOM W467, INDIANAPOLIS, INDIANA 46204,
ALSO ACTS AS THE OFFICIAL NOTICE OF EXPIRATION.



Tracy L. Cross, Executive Secretary
Certification Board

DAPW PQ2 State Form 3983R Rev. 07/06



Certificate of Qualification

ISSUED BY

Indiana Department of Transportation

INDIANAPOLIS, IN

September 26, 2025

TO

HOWARD ASPHALT, LLC

INDIANAPOLIS, IN

who has filed with the Department a Contractor's Statement of Experience and Financial Condition as required under Indiana Code 8-23-10, is hereby qualified to bid at any Department of Transportation letting in Classes of Work and within the amount and other limitation of each classification as listed below, for such period as the uncompleted work on hand from all sources does not exceed the Aggregate amount. Classification references by name or symbol are in accordance with the definitions in the Contractor's Statement of Experience and Financial Condition. This certificate supersedes any certificate previously issued, but is subject to revision or revocation according to the law, if and when changes in the financial condition of the contracting firm or other facts justify such revision or revocation.

Valid September 19, 2025 Thru April 30, 2026

Aggregate Bidding Capacity:	84,413,000.00
0085 CLEAN AND SEAL CRACKS /JOINTS IN PCCP/HMA PVMT.....	\$1,000,000.00
A(B) CONCRETE PAVEMENT: LIMITED.....	\$60,000,000.00
B(A) ASPHALT PAVEMENT: W/INDOT CERTIFIED HMA PLANT.....	\$84,413,000.00
C(B) LIGHT GRADING.....	\$5,000,000.00
E(G) TRAFFIC CONTROL: PAVEMENT MARKINGS.....	\$5,000,000.00
E(Q) CONCRETE PAVEMENT: REPAIRS.....	\$5,000,000.00
E(R) ASPHALT PAVEMENT MILLING.....	\$84,413,000.00

Renewal was submitted in April 2026. We are waiting on final acceptance. We are in compliance with INDOT requirements, if you have any questions please contact Patrick Goralski, Contractor Performance Manager Indiana Department of Transportation 100 N. Senate Ave., IGCN 725Indianapolis, IN 46204 317-232-0231 pgoralski@indot.in.gov



PREQUALIFICATION ENGINEER



COMMISSIONER

State Form 20508 (R3 / 5-05)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/09/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Shepherd Insurance, LLC 111 Congressional Boulevard Suite 200 Carmel IN 46032	CONTACT NAME: Certificate Processing Department	
	PHONE (A/C, No, Ext): (317) 846-5554 FAX (A/C, No): (317) 846-5444	
	E-MAIL ADDRESS: certs@shepherdins.com	
INSURED Howard Companies LLC dba Howard Asphalt 2916 Kentucky Avenue Indianapolis IN 46221-2102	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Amerisure Insurance Company	19488
	INSURER B: Amerisure Mutual Insurance Company	23396
	INSURER C: Lloyds of London - Syndicate 4711	
	INSURER D: Crum & Forester Specialty Insurance Co	44520
	INSURER E: INSURER F:	

COVERAGES

CERTIFICATE NUMBER: CL2510981130

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR			CPP 21287900001	10/09/2025	10/09/2026	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 PD Ded - Per Claim \$ 250
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY			CA 21287890002	10/09/2025	10/09/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0			SCX1723325 - Excess GL/EL	10/09/2025	10/09/2026	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	WC 21287920001	10/09/2025	10/09/2026	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Excess Auto Liability			SEO-146633	10/09/2025	10/09/2026	Each Occurrence Limit \$2,000,000 Excess of Policy # CA212878900002

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Automatic Additional Insured Status applies to the following on a primary & non-contributory basis where required by written contract, subject to policy terms, conditions & exclusions - General Liability, Auto Liability and all Excess Liability Policies reflected on this certificate. Blanket Waiver of Subrogation applies where required by written contract to the General Liability, Auto Liability, Workers' Compensation and all Excess Liability Policies reflected on this certificate, subject to policy terms, conditions and exclusions. The coverage extensions referenced are achieved through the forms which are included on the policies and attached to this certificate.

CERTIFICATE HOLDER

CANCELLATION

Howard Companies, LLC SAMPLE CERTIFICATE 2916 Kentucky Avenue Indianapolis IN 46221	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Robert A. Creelan</i>
--	---

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AGENCY CUSTOMER ID: 00094803

LOC #: _____



ADDITIONAL REMARKS SCHEDULE

Page ____ of ____

AGENCY Shepherd Insurance, LLC.		NAMED INSURED Howard Companies LLC	
POLICY NUMBER			
CARRIER	NAIC CODE	EFFECTIVE DATE:	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 **FORM TITLE:** Certificate of Liability Insurance: Notes

SCHEDULE OF POLICIES - CONTINUED:

EXCESS AUTO LIABILITY POLICY:

Policy Number: 1XG683959
Carrier: General Star Indemnity Company, NAIC #37362
Policy Term: 10/09/2025 - 10/09/2026
Policy Limit: \$3,000,000 Each Occurrence
Excess of: Policy #SEO-146633

\$5MM X \$5MM EXCESS GENERAL LIABILITY/AUTO LIABILITY/EMPLOYER'S LIABILITY

Policy Number: 1001261433251
Carrier: Starr Surplus Lines Insurance Company, NAIC #13604
Policy Term: 10/09/2025 - 10/09/2026
Policy Limit: \$5,000,000 Each Occurrence
\$5,000,000 Other Aggregate
\$5,000,000 Products/Completed Ops Aggregate
Excess of: Policy #SCX1723325/1XG683959

\$6MM X \$10MM EXCESS GENERAL LIABILITY/AUTO LIABILITY/EMPLOYER'S LIABILITY

Policy Number: AEC 6660066-00
Carrier: Steadfast Insurance Company, NAIC #26387
Policy Term: 10/09/2025 - 10/09/2026
Policy Limit: \$6,000,000 Each Occurrence
\$6,000,000 Other Aggregate
\$6,000,000 Products/Completed Ops Aggregate
Excess of: Policy #1001261433251



Corporate Office
2916 Kentucky Avenue
Indianapolis, IN 46221
Phone: 317-849-9666

Asphalt Plants
5145 E. 96th Street
Indianapolis, IN 46240

1100 South Tibbs Avenue
Indianapolis, IN 46241

March 1, 2022

Certified Copy of Resolution

BE IT RESOLVED that the following individuals are designated as the current officers, members, and or partners of the Company.

Shelby Howard, IV CEO

Sean Rizer CFO

BE IT RESOLVED that the following individuals are authorized to execute contract and all other documents that will bind the Company.

Shelby Howard, IV CEO

Sean Rizer CFO

A handwritten signature in black ink that reads 'Shelby Howard'. The signature is written in a cursive, flowing style.

Shelby Howard – Member Howard Asphalt LLC



CONTRACT SIGNING RESOLUTION

I HEREBY CERTIFY, that I am the Chairman of the Board of Howard Companies, (“the Company”) and that on the date of January 28, 2026, duly adopted a resolution that has not been rescinded or modified, and read as follows:

RESOLVED THAT, any of **Shelby Howard IV, Sean Rizer, Shelby Howard III, Andrew Robison, Paul Hrbek, Josh Dillon, Zac Hinchman, Mike Parrish**, individually and singly, is authorized, empowered and directed in the name of the company to do and perform any and all acts, deeds or things whatsoever and sign any instruments and documents as he deems necessary, requisite, proper or advisable for and on behalf of the Company in connection with the Company’s dealings with the Indiana Department of Transportation or any municipality or other contracting parties and is employed to execute bids and contracts on behalf of Howard Companies.

I FURTHER CERTIFY that the following named persons are the officers of said Company, duly qualified and now acting such:

CHAIRMAN OF THE BOARD	Shelby D. Howard IV
GENERAL MANAGER	Andrew J. Robison
SECRETARY	Shelby D. Howard IV
CFO	Sean M. Rizer
TREASURER	Shelby D. Howard III

IN WITNESS THEREOF, I have hereunto
subscribed my name this 28th day of January 2026.



Shelby D. Howard IV, Chairman of the Board

My Company Profile

Company Information

Company Name	Howard Comapnies, LLC	Doing Business As (DBA)	---
Company ID	729802	Enrollment Date	12/20/2013
Employer ID Number	611895705	Unique Entity Identifier (UEI)	---
DUNS Number	---	Total Number of Employees	100 to 499
NAICS Code	238	Sector	Construction
Subsector	Specialty Trade Contractors		



Corporate Office

2916 Kentucky Ave
Indianapolis, IN 46221
Phone: 317-849-9666

Howard Companies Affirmative Action Policy Statement

It is the policy of Howard Companies to provide equal employment opportunities without regard to race, color, religion, sex, national origin, age, disability, marital status, veteran status, sexual orientation, genetic information or any other protected characteristic under applicable law. This policy relates to all phases of employment, including, but not limited to, recruiting, employment, placement, promotion, transfer, demotion, reduction of workforce and termination, rates of pay or other forms of compensation, selection for training, the use of all facilities, and participation in all company-sponsored employee activities. Provisions in applicable laws providing for bona fide occupational qualifications, business necessity or age limitations will be adhered to by the company where appropriate.

As part of the company's equal employment opportunity policy, Howard Companies will also take affirmative action as called for by applicable laws and Executive Orders to ensure that minority group individuals, females, disabled veterans, recently separated veterans, other protected veterans, Armed Forces service medal veterans, and qualified disabled persons are introduced into our workforce and considered for promotional opportunities.

Employees and applicants shall not be subjected to harassment, intimidation or any type of retaliation because they have (1) filed a complaint; (2) assisted or participated in an investigation, compliance review, hearing or any other activity related to the administration of any federal, state or local law requiring equal employment opportunity; (3) opposed any act or practice made unlawful by any federal, state or local law requiring equal opportunity; or (4) exercised any other legal right protected by federal, state or local law requiring equal opportunity.

The above-mentioned policies shall be periodically brought to the attention of supervisors and shall be appropriately administered. It is the responsibility of each supervisor of the company to ensure affirmative implementation of these policies to



Corporate Office

2916 Kentucky Ave
Indianapolis, IN 46221
Phone: 317-849-9666

avoid any discrimination in employment. All employees are expected to recognize these policies and cooperate with their implementation. Violation of these policies is a disciplinary offense.

The Affirmative Action Officer has been assigned to direct the establishment and monitor the implementation of personnel procedures to guide our affirmative action program throughout Howard Companies. A notice explaining the company's policy will remain posted.



Sean Rizer,
CFO



Corporate Office

2916 Kentucky Ave
Indianapolis, IN 46221
Phone: 317-849-9666

Title: Alcohol and Drug Abuse Policy and Program	Published Date: 01/2022
Section: 3.1	Revision Date:

The Company has a longstanding commitment to provide a safe and productive work environment. Alcohol and drug abuse pose a threat to the health and safety of employees and to the security of our equipment and facilities.

This policy outlines the practice and procedure designed to correct instances of identified alcohol and/or drug use in the workplace. This policy applies to all employees and all applicants for employment of the Company. The Human Resource department is responsible for policy administration.

Employee Assistance Program

Illegal drug use and alcohol misuse have a number of adverse health and safety consequences. Information about those consequences and sources of help for drug/alcohol problems is available from the Human Resource department, whose members have been trained to make referrals and assist employees with drug/alcohol problems.

The Company will assist and support employees who voluntarily seek help for such problems before becoming subject to discipline and/or termination under this or other policies. Such employees may be allowed to use accrued paid time off, placed on leaves of absence, referred to treatment providers and otherwise accommodated as required by law. Such employees may be required to document that they are successfully following prescribed treatment and to take and pass follow-up tests if they hold jobs that are safety sensitive or that require driving or if they have violated this policy previously.

Employees should report to work fit for duty and free of any adverse effects of illegal drugs or alcohol. This policy does not prohibit employees from the lawful use and possession of prescribed medications. Employees must, however, consult with their doctors about the medications' effect on their fitness for duty and ability to work safely and promptly disclose any work restrictions to their supervisor. Employees should not, however, disclose underlying medical conditions unless directed to do so.

Work Rules

All employees must ensure that their performance at work and their judgment are not impaired by alcohol. An employee's decision to drink alcohol beverages at a company related function includes the obligation to act responsibly and to get home safely. In all situations, an employee's conduct when consuming alcohol is his/her responsibility.



Corporate Office

2916 Kentucky Ave
Indianapolis, IN 46221
Phone: 317-849-9666

The following work rules apply to all employees:

- Whenever employees are working, are operating any company owned vehicle, are present on company premises, or are conducting related work off-site, they are prohibited from:
 - Using, possessing, buying, selling, manufacturing or dispensing an illegal drug (to include possession of drug paraphernalia).
 - Being under the influence of alcohol or an illegal drug as defined in this policy.
 - Evidence of being under the influence will consist of one or more of the following: (1) blood alcohol concentration ("BAC") of 0.08% or above; (2)

BAC above the concentration deemed unsafe for driving in the state in which the employee was operating his/her vehicle or; (3) refusal to submit to a field sobriety test, Breathalyzer test or other test designated to determine BAC or level of impairment due to consumption of alcohol or other controlled substance.

- The presence of any detectable amount of any illegal drug or illegal controlled substance in an employee's body while performing company business or while in a company facility is prohibited.
- The Company will not allow any employee to perform their duties while taking prescribed drugs that are adversely affecting the employee's ability to safely and effectively perform their job duties. Employees taking a prescribed medication must carry it in the container labeled by a licensed pharmacist or be prepared to produce it if asked.
- Any illegal drugs or drug paraphernalia will be turned over to an appropriate law enforcement agency and may result in criminal prosecution.

Testing

The company retains the right to require the following tests:

- **Reasonable suspicion:** Employees are subject to testing based on observations by a supervisor of apparent workplace use, possession or impairment. Human Resources must be consulted before sending an employee for reasonable suspicion testing. If tested based upon reasonable suspicion, employees will be paid for time spent in alcohol/drug testing and then suspended pending the results of the drug/alcohol test. After the results of the test are received, a date/time will be scheduled to discuss the results of the test; this meeting will include a member of management and Human Resources. Should the results prove to be negative, the employee will receive back pay for the times/days of suspension.



Corporate Office

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Phone: 317-849-9666

- **Post-accident:** Employees may be subject to testing when they cause or contribute to accidents that seriously damage a company vehicle, machinery, equipment or property and/or result in an injury to themselves or another employee requiring medical attention. In any of these instances, the investigation and subsequent testing must take place within two (2) hours following the accident, if not sooner.
- **Follow-up:** Employees who have tested positive, or otherwise violated this policy, are subject to discipline up to and including discharge. Depending on the circumstances and the employee's work history/record, the Company may offer an employee who violates this policy or tests positive the opportunity to return to work on a last-chance basis pursuant to mutually agreeable terms, which could include follow-up drug testing at times and frequencies for a minimum of one (1) year but not more than two (2) years. If the employee either does not complete his/her rehabilitation program or tests positive after completing the rehabilitation program, he/she will be subject to immediate discharge from employment.

Confidentiality

Information and records relating to positive test results, drug and alcohol dependencies and legitimate medical explanations provided to the medical review officer (MRO) shall be kept confidential to the extent required by law and maintained in secure files separate from normal personnel files.

Inspections

The Company reserves the right to inspect all portions of its premises for drugs, alcohol or other contraband. All employees, contract employees and visitors may be asked to cooperate in inspections of their persons, work areas and property that might conceal a drug, alcohol or other contraband. Employees who possess such contraband or refuse to cooperate in such inspections are subject to appropriate discipline up to and including discharge.

Crimes Involving Drugs

The Company prohibits all employees from manufacturing, distributing, dispensing, possessing or using an illegal drug in or on company premises or while conducting company business. If the employee is convicted of a criminal drug violation in the workplace, the employee has 5 calendar days in which to notify Human Resources. Human Resources then has 10 days after receiving notice to notify the contracting or granting local, state and/or federal agency. Employees are also prohibited from misusing legally prescribed or over-the-counter (OTC) drugs. Law enforcement personnel shall be notified, as appropriate, when criminal activity is suspected.

Howard Companies complies with Indiana Code Sections 5-16-13 & 36-1-12-24 & 4-13-8-5.

Howard Companies Safety Program

Substance Abuse

Purpose

Coordinate related safety and substance abuse issues.

Scope

This section applies to all employees of Howard Companies.

Responsibilities

Safety Director

Schedule all drug & alcohol tests through IU Occupational Health Center.

Notify employees when they are required to complete a drug & alcohol test.

Superintendent

Monitor the workplace for those employees who appear to be under the influence of any illegal substance and inform the Safety Director immediately.

Employees

Inform the Safety Director whenever taking prescription medications that may appear as an illegal substance on a drug test.

Procedures

Conditions of Employment

Howard Companies does not tolerate the abuse of alcohol or illegal drugs by anyone who is employed with the company. Employees must inform the Safety Director whenever taking prescription medications that may appear as an illegal substance on a drug test.

Employees shall notify the company of any federal/state criminal drug or alcohol conviction no later than five (5) working days after such conviction.

Howard Companies reserves the right to request employees to display the contents of their private property if there is reason to believe they are carrying drugs or alcohol.

Drug Testing Procedures

All testing procedures conducted for Howard Companies will be in accordance with MICCS' Substance Abuse Program, as well as 49 CFR Part 40. Testing will only be performed at approved facilities. All test results will be entered into the MICCS database.

All specimens taken during the process of drug and alcohol testing of Howard Companies employees will be tested for dilution. Any employee whose sample is determined to be diluted will be required to give another specimen that is monitored by a health care physician. Any employee who refuses to do so will be terminated immediately.

Occasionally Howard Companies may be required to conform to owner, construction manager, general contractor or site-specific drug and alcohol testing obligations. Any employee assigned to these projects will be required to adhere to the testing protocols established on that project, in addition to the terms of this policy.

Pre-Employment Testing

All applicants will be issued a five-panel drug screen and an alcohol test prior to beginning work as a Howard Companies employee. Employees who receive positive test results during pre-employment screening will not be hired.

Random Testing

Company employees will be randomly tested on a quarterly basis. Any employee who is randomly tested and tests positive for the use of alcohol or illegal substances will be given the option to enter our Employee Assistance Program or be terminated immediately.

Reasonable Suspicion Testing

Testing will be performed if there is a reasonable belief of policy violation. Any employee who tests positive resulting from this type of test will be given the option to enter our Employee Assistance Program or be terminated immediately.

Superintendents will document the reason for suspicion, and have at least 2 other employees sign their names agreeing that the reasoning is legitimate by completing the *Reasonable Cause Documentation* form (located in the Forms Section).

Post-Accident Testing

Any employee who is involved in a work-related injury, property damage, or vehicle accident in which the likelihood could have been increased by the use of illegal drugs or alcohol, will result in a post-accident drug test. Incidents that were completely unavoidable will not result in such a test. Post-accident tests will be issued within 2-hours of occurrence.

Regardless of the avoidable nature, any employee who is operating a commercial motor vehicle (vehicle over 10,000 pounds) and is involved in a vehicle accident that results in medical treatment away from the scene, a citation issued, towed vehicles, or a fatality will be issued a DOT post-accident test within 2-hours of the incident.

All testing will be conducted by a SAMHSA certified laboratory and reviewed by a licensed Medical Review Officer (MRO).

Intoxication from alcohol will be determined by issuing a breath alcohol screen.

Drug tests will include nine (9) panels that meet and/or exceed the following protocol:

DRUG CLASS	INITIAL TEST LIMIT	CONFIRMATION TEST LIMIT
Amphetamines/Methamphetamines	500 ng/ml	250 ng/ml
Ecstasy (MDMA, MDA)	500 ng/ml	250 ng/ml
Cocaine	150 ng/ml	100 ng/ml
PCP – Phencyclidine	25 ng/ml	25 ng/ml
Opiates (Codeine/Morphine)	2000 ng/ml	2000 ng/ml
Heroin (6-AM)	10 ng/ml	10 ng/ml
Hydrocodone/Hydromorphone	300 ng/ml	100 ng/ml
Oxycodone/Oxymorphone	100 ng/ml	100 ng/ml
Marijuana (THC/Cannabinoids)	50 ng/ml	15 ng/ml

Employee Assistance Program

Employees who test positive for drugs or alcohol may choose to enter our "Employee Assistance Program" instead of being immediately terminated. This program is for first time offenders only (repeat offenders will be immediately terminated). In order to receive this assistance, the employee must follow certain guidelines.

If an employee decides to participate in our Employee Assistance Program they will be put on an unpaid leave of absence until they enroll in a licensed drug & alcohol rehabilitation program and successfully pass a follow-up drug & alcohol test that is administered by IU Occupational Health Center. Employees who participate in this program will be responsible for coordinating and paying for both of these activities, as well as providing the Safety Director with information about the rehabilitation program and contact information for their counselor.

Once an employee provides the Safety Director with program information and successful test results, they will be brought back to work and the Safety Director will make initial contact with the counselor to request notification of program milestones, missed appointments, and/or program completion.

Program participants must complete the entire rehabilitation program without missing any mandatory counseling sessions and voluntarily receive a monthly drug & alcohol test for 6-months in order to meet all program obligations. Failure to meet these obligations will result in immediate termination.

When an employee completes both of these activities, they will return to regular employment status without having any further obligations. However, if they fail a future drug & alcohol test at any point in the future they will be immediately terminated.

All costs associated with this program will be 100% paid for by the employee.

Recordkeeping

All records of drug & alcohol testing activities will be maintained in employee files for at least the duration of the individual's term of employment.

Information regarding substance abuse shall be considered confidential and therefore not communicated outside the company or to individuals who are not directly involved with the status of the individual's employment.

Any employee who is terminated due to substance abuse issues will have their employee file marked as "NOT FOR REHIRE".

Training Requirements

The contents of this policy will be reviewed with all employees during Safety Orientation.

Attachment 1

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

Attachment 2

The Affidavit of Employee Status shall be signed and notarized.

AFFIDAVIT OF EMPLOYEE STATUS

Re: Project – 2026 Trail Resurfacing Project

WHEREAS, the City of Westfield, Hamilton County, Indiana, hereinafter referred to as the “City” is in the process of construction work on the 2026 Trail Resurfacing project, hereinafter referred to as the “Project”;

WHEREAS, Howard Asphalt, LLC, hereinafter referred to as the “Vendor”, is the general contractor of the above reference project; and

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

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

Signature:

Signature:

Printed Name:

Printed Name:

STATE OF INDIANA:

SS:

COUNTY OF _____

:

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

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

Signature

Printed Name

My Commission expires _____

I am a resident of _____ County.

CITY OF WESTFIELD BY:

, Director of Public Works

STATE OF INDIANA:

SS:

COUNTY OF HAMILTON:

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

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

Signature

Printed Name

My Commission expires _____

I am a resident of _____ County.

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

Attachment 3

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



Invoice Date:	
Invoice or App Number:	

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

Westfield Project Name:	2026 Trail Resurfacing Project
Westfield Project Number:	2611033
Westfield Project Manager:	Chad Mills
Westfield PO Number:	

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

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



June 24, 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:

- Chatham Hill, LLP, Chatham Marina District, Bond #5889364, \$27,935.49, Erosion Control
- Chatham Hill, LLP, Chatham Marina District, Bond #5889363, \$201,162.50, Storm Sewer
- Chatham Hill, LLP, Chatham Marina District, Bond & Rider #5889365, \$22,555.50, ROW Improvements
- CCD Ackerson, Midland, Section 6, Bond #101871218, \$526,373.10, Street/Curbs
- CCD Ackerson, Midland, Section 6, Bond #101871219, \$476,572.80, Storm
- CCD Ackerson, Midland, Section 6, Bond #101871220, \$51,707.70, Sidewalks
- CCD Ackerson, Midland, Section 6, Bond #101871221, \$28,512.00, Trail
- CCD Ackerson, Midland, Section 6, Bond #101871222, \$28,548.30, Erosion Control
- CCD Ackerson, Midland, Section 6, Bond #101871223, \$100,136.30, ROW Improvements

Performance Bond Release

- Shiel Sexton Company, Inc., SEP Parking Lot Expansion, Bond #30236834, \$40,022.40, Storm Sewer & Erosion Control
- DCJ Westfield, LLC, Panera Westfield, Bond #CIC1959747, \$162,025.00, Erosion Control & Storm Sewer
- CCD Ackerson, LLC, Ackerson, Section 2, Bond #LICX1206861, \$21,567.70, Erosion Control
- CCD Ackerson, LLC, Ackerson, Section 1A, Bond #LICX1206859, \$38,044.60, Erosion Control
- CCD Ackerson, LLC, Ackerson, Section 1B, Bond #LICX1206860, \$39,644.00, Erosion Control

- William Eric Group, LLC, Kid City, Bond #100181884, \$25,825.25, Erosion Control
- William Eric Group, LLC, Kid City, Bond #100181885, \$37,565.00, Work in Public ROW

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:

- Shiel Sexton Company, Inc., SEP Parking Lot Expansion, Bond #MNT30236834, \$3,638.40, Storm Sewer & Erosion Control
- Core Construction Indiana, LLC, Westfield Washington Schools Tennis Facility, Bond #107955885, \$49,771.84, Storm Sewer & Erosion Control
- DCJ Westfield, LLC, Panera Westfield, Bond #CIC1974559, \$14,729.00, Erosion Control & Storm Sewer
- CCD Ackerson, LLC, Midland Sections 1A, 1B, & 2 – Bond #101871237, Erosion Control
- William Eric Group, LLC, Kid City, Bond #100181884-M, \$2,347.75, Erosion Control
- William Eric Group, LLC, Kid City, Bond #100181885-M, \$3,415.00, Work in Public ROW

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:

- D&R Excavating, Inc. d/b/a Earth Resources, Bordeaux Walk, Section 3, Bond #INC61843, \$21,377.00, Storm Sewer
- Delello & Sons Asphalt Paving, Inc., Bordeaux Walk, Section 3, Bond #7669168, \$17,170.00, Streets
- Sitecrete, LLC, Bordeaux Walk, Section 3, Bond #30172276, \$1,080.00, Common Area Sidewalks
- Sitecrete, LLC, Bordeaux Walk, Section 3, Bond #30172277, \$2,870.00, Curbs
- Westfield Poplar, LLC, Westfield Poplar Townhomes, Bond #100188521, \$15,527.00, Storm
- Westfield Poplar, LLC, Westfield Poplar Townhomes, Bond #100188520, \$7,878.00, Streets/Curbs
- Westfield Poplar, LLC, Westfield Poplar Townhomes, Bond #100188522, \$1,002.00, Sidewalks
- Westfield Poplar, LLC, Westfield Poplar Townhomes, Bond #100188523, \$2,454.00, Erosion Control
- Westfield Poplar, LLC, Westfield Poplar Townhomes, Bond #100188524, \$2,996.50, ROW Improvements



Westfield Fire Department

Monthly Operational Dashboard

May 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

532

Fire 120 • EMS 403

FALSE ALARMS

60

11.3% Of Total Incidents

BUSIEST RESOURCES

Station 81 Engine 381

Station 164 Apparatus 143

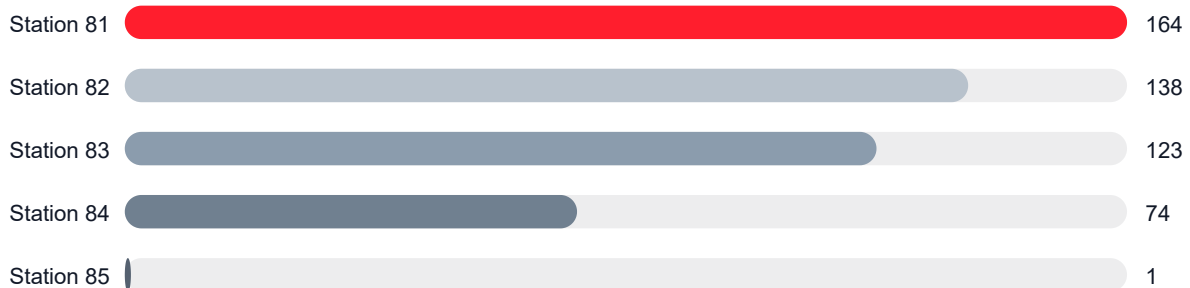
FASTEST TURNOUT

Engine 384 C Shift

59 Seconds Goal Under 80 Seconds

Station Call Volume

Horizontal Ranking By Incident Count

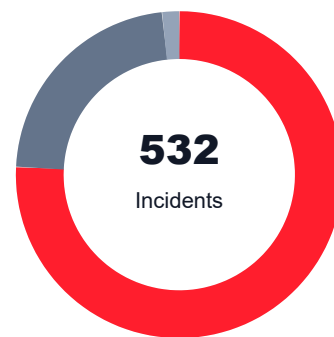


Station 81 handled the highest station volume with 164 incidents. That is 26 more than the next highest station.

Fire Vs EMS

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

EMS	- 403
75.8%	
Fire	- 120
22.6%	
Other	- 9
1.7%	



EMS activity accounted for 75.8% of incident demand this month, while fire incidents represented 22.6% and the remaining 1.7% fell into an other category.

TOTAL APPARATUS
RESPONSES

1135

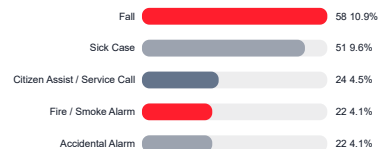
AVERAGE INCIDENTS PER
DAY

17.2

532 incidents across 31
calendar days

Top 5 Incident Subtypes

Highest-Volume Detailed Subtypes From The
Current Master CSV



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

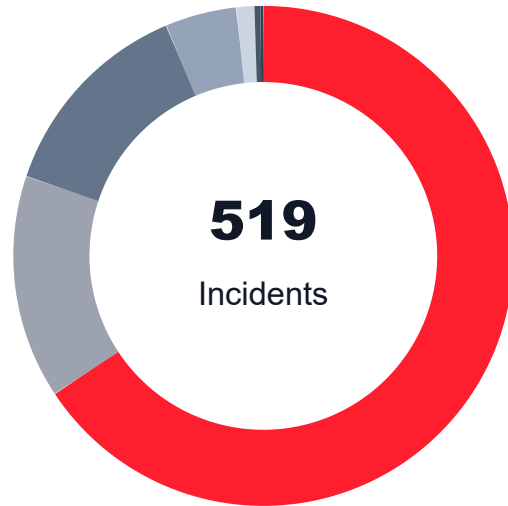
Incident Profile

Grouped categories and the top detailed incident subtypes.

Incident Groups

Executive Remap Of Source Categories

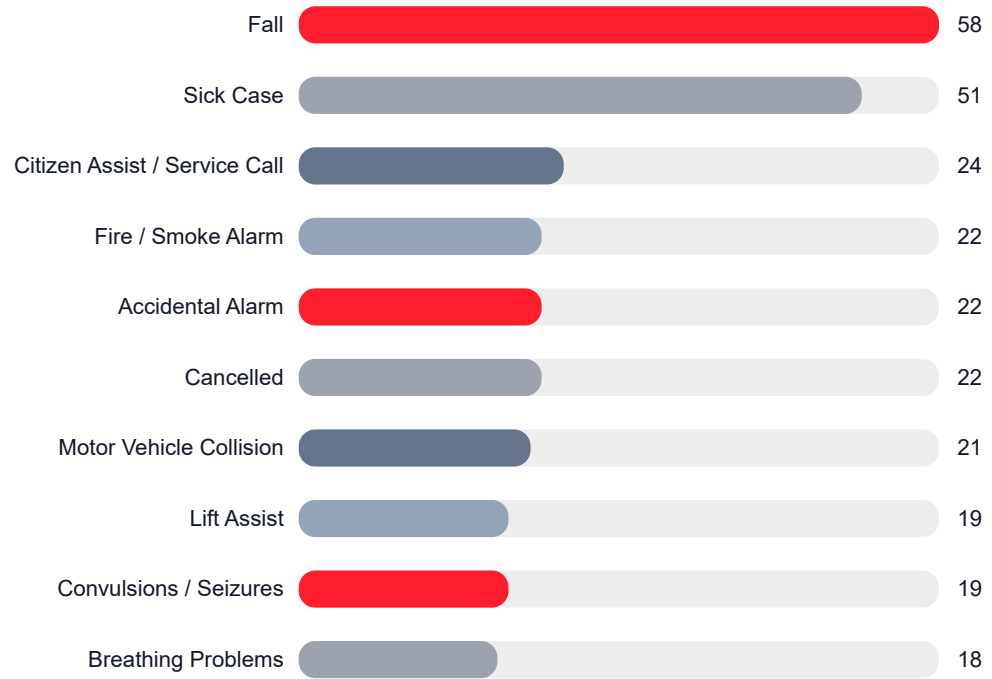
Medical	- 341	65.7%
Public Service	- 75	14.5%
No Emergency	- 70	13.5%
Hazards	- 24	4.6%
Fire	- 6	1.2%
Law Support	- 2	0.4%
Rescue	- 1	0.2%



Medical was the largest grouped category with 341 incidents, representing 64.1% of total dispatch volume.

Top Incident Subtypes

Highest-Volume Detailed Subtypes From The Current Master CSV



Fall was the single highest-volume detailed subtype at 58 incidents.

Apparatus Utilization

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

Combined Apparatus Runs

Ranked By Incident Count From The Master CSV



Engine 381 was the busiest included apparatus at 143 incidents, leading the next highest unit by 2 calls.

Fire Zone Distribution

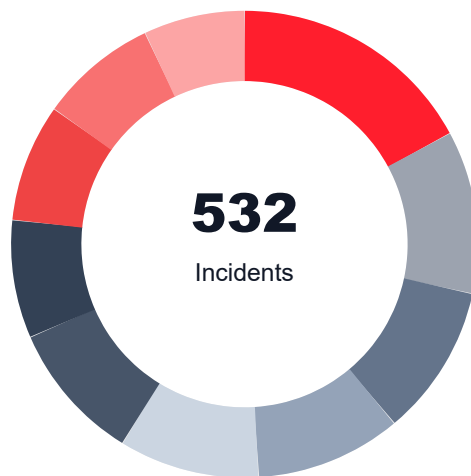
Top 10 Fire Zones In Chart Form With The Complete Ranked List Below.

Top 10 Fire Zones

Top 10 Fire Zones Ranked By Incident Count

(NULL) / Unassigned Or Outside Area: 38 Incidents Included In The Full Total And Listed In The Table

81C	- 44
17.1%	
81P	- 29
11.3%	
82O	- 27
10.5%	
81B	- 26
10.1%	
82P	- 25
9.7%	
83H	- 25
9.7%	
83J	- 21
8.2%	
81U	- 21
8.2%	
84T	- 21
8.2%	
83M	- 18
7.0%	



Show Full Fire Zone Table

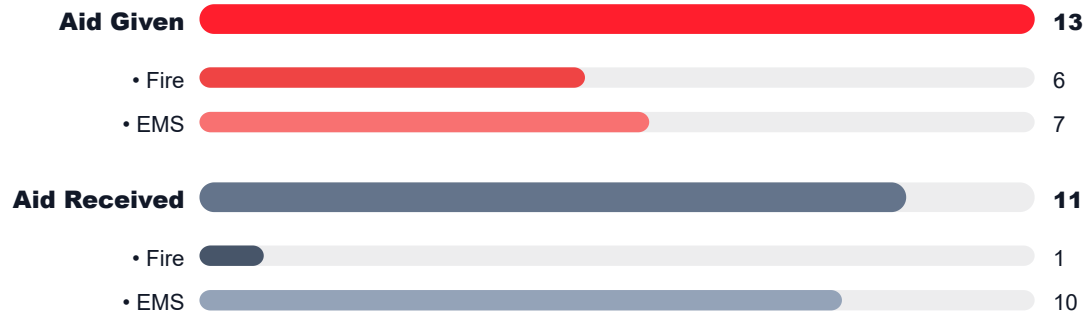
81C was the highest-volume fire zone in the current monthly export with 44 incidents.

Mutual Aid

Given Vs Received Support Across Reported Aid Categories.

Mutual Aid By Direction

Aggregated From The Monthly Export



Mutual aid was provided 13 times and received 11 times. Aid Given included 6 fire and 7 EMS incidents. Aid Received included 1 fire and 10 EMS incidents.

Mutual Aid Detail By Department

Horizontal Ranking By Department Or Agency Name And Direction



Carmel Clay Fire Department (Given) was the highest-volume mutual aid department or agency entry at 9 incidents.

Mutual Aid Fire And EMS By Department

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

Mutual Aid Fire

Given Received

Carmel Clay Fire Department



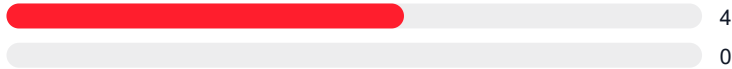
Mutual Aid EMS

Given Received

Carmel Clay Fire Department



Sheridan Fire Department



Noblesville Fire Department



Fire mutual aid totaled 7 incidents, led by Carmel Clay Fire Department at 7. EMS mutual aid totaled 17 incidents, led by Carmel Clay Fire Department at 10.

Mutual Aid Tables

All Mutual Aid Tables Retained Below For Reference

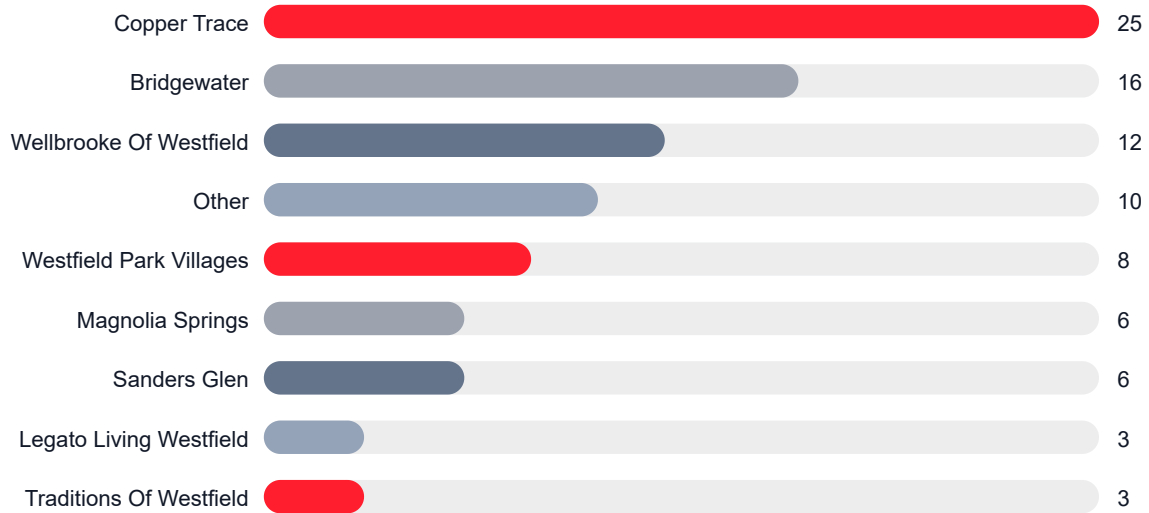
Show Mutual Aid Tables

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 Master CSV



Copper Trace generated the highest care facility call volume with 25 incidents in the current monthly export.

Care Facilities Vs Department Total

Selected Care Facility Incidents Compared To Total Department Incidents

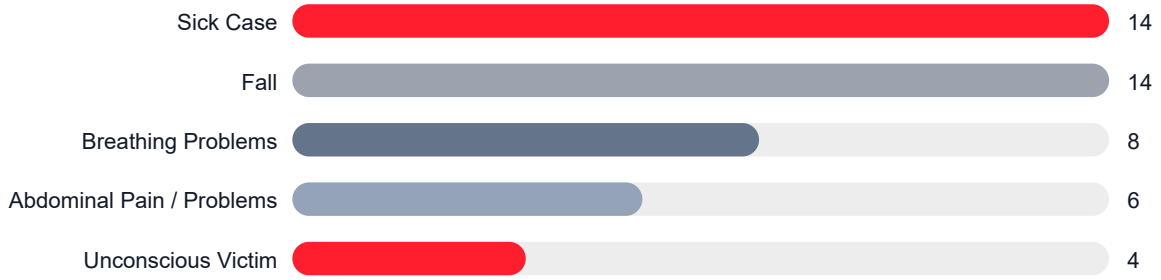
Care Facilities 89 (16.7%) All Other Department Incidents 443 (83.3%)



Selected care facilities accounted for 89 incidents, equal to 16.7% of total department dispatch volume.

Top 5 Care Facility Primary Incident Types

Filtered By Normalized Address Match To The Care Facility Reference List



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

Care Facility Reference List

Complete Facility List For Reference, Including Locations With Zero Incidents In The Current Master CSV

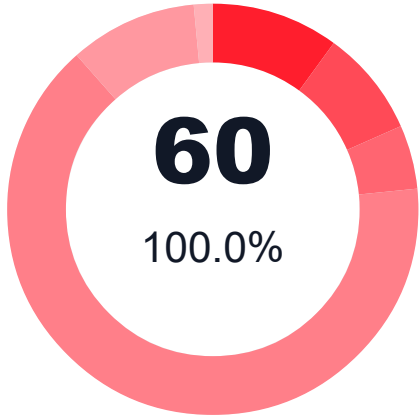
[Show Care Facility Reference List](#)

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	6	10.0%
Education	5	8.3%
Health Care	3	5.0%
Residential	39	65.0%
Roadway/Access	6	10.0%
Unclassified	1	1.7%

False Alarms Vs Total Incidents

False Alarms Compared To Total Department Incident Volume



False Alarms	60	11.3%
All Other Incidents	472	88.7%

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



Education

Top False Alarm Incident Types Within Education



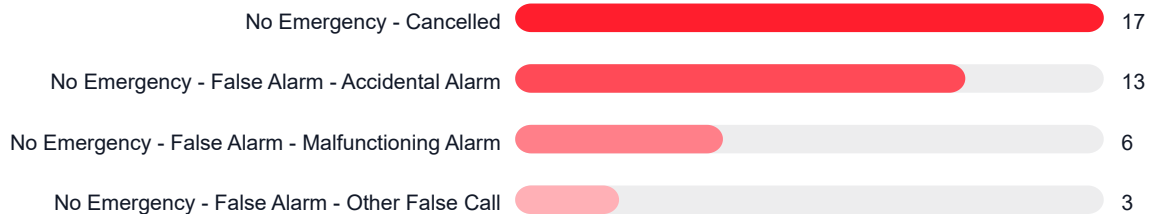
Health Care

Top False Alarm Incident Types Within Health Care



Residential

Top False Alarm Incident Types Within Residential



Roadway/Access

Top False Alarm Incident Types Within Roadway/Access

No Emergency - Cancelled  4

No Emergency - False Alarm - Other False Call  1

No Emergency - False Alarm - Accidental Alarm  1

Unclassified

Top False Alarm Incident Types Within Unclassified

No Emergency - Cancelled  1

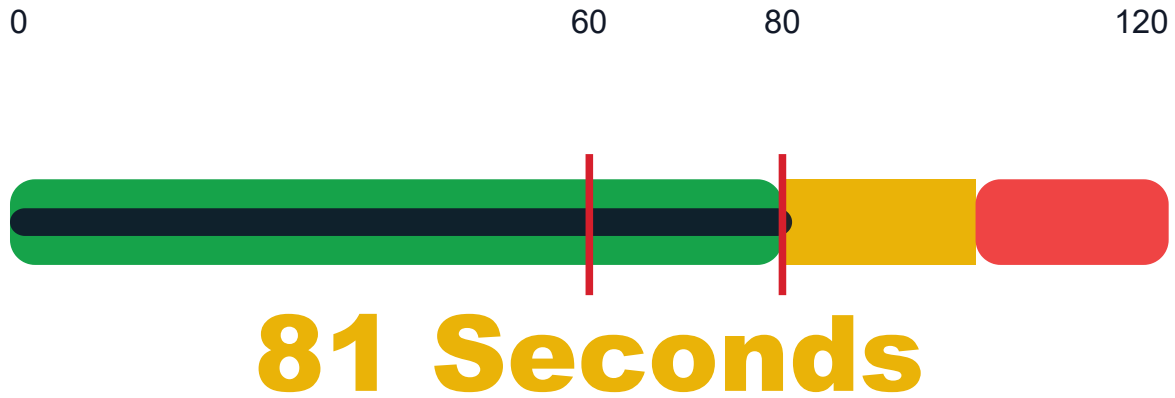
Residential recorded the highest false alarm volume with 39 incidents, while false alarms represented 11.3% of total department incidents. Each bar chart shows the leading false alarm incident types within that occupancy group.

Turnout Times

Department Average Turnout Performance With Apparatus Detail From The Master CSV.

Department Average Turnout

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



The department average turnout of 81 Seconds is 1 seconds above the 80-second goal.

Fastest Average Turnout

Included Apparatus Across A, B, And C Shifts

FASTEST AVERAGE TURNOUT
Engine 384 C Shift
59 Seconds

Target Zone: 60-80 Seconds

27 Runs Included

A Shift

Average Turnout Across Included Apparatus

0

60

80

120



80 Seconds

309 Runs Included

0s Under Goal

Show A Shift Apparatus Detail

B Shift

Average Turnout Across Included Apparatus

0

60

80

120



86 Seconds

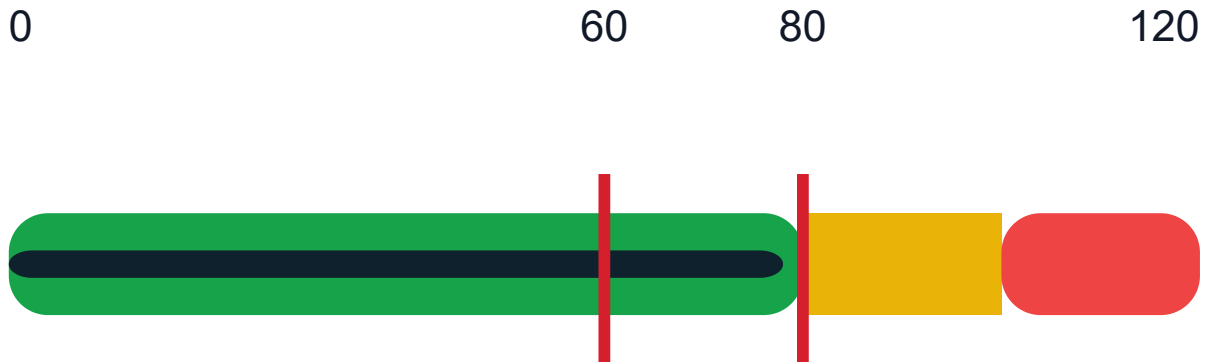
343 Runs Included

6s Over Goal

Show B Shift Apparatus Detail

C Shift

Average Turnout Across Included Apparatus



78 Seconds

325 Runs Included

2s Under 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
May 2026

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Section 2- Community Events- Page 7



WESTFIELD POLICE DEPARTMENT

May 2026

Events by Nature

Incident Type	Count
911 Hang Up	25
Abandoned Vehicle	6
Abandonment	1
Abuse / Neglect	5
Accident - Hit & Run PD	9
Accident - Hit & Run PI	0
Accident - Other	1
Accident - Property Damage	104
Accident - Personal Injury	10
Accident - Sinking Vehicle	0
Accident - Unknown	5
Accelerator Stuck	0
Active Assailant	0
Alarm - Other	2
Alarm - Vehicle	1
Alarm - Burglar	94
Alarm - Hold Up	12
Animal Bite / Attack	8
Animal Complaint	62
Assist Fire	60
Assist Other Department	29
Assist Public	74
Battery	10
Bike Patrol	9
Bomb Device Found	0
Bomb Threat	1
Burglary	2
Carjacking	1
Case Follow Up	191
Child Seat Inspection	6
Civil Dispute	28
Criminal Mischief	13
Damage to Property	1
Death Investigation	0
Directed Patrol	514
Disturbance	37
Domestic	0
Driving Complaint	394
Drug Complaint	12
Drug Lab	0
Escort	0
Fail to Return Comm Corrections	0
Fight	1
Firearms Shots Fired	0
Foot Patrols	460
Found / Lost Property	16
Found Person	0

WESTFIELD POLICE DEPARTMENT

May 2026

Events by Nature

Incident Type	Count
Fraud Prescription	0
Fraud / Deception	37
Harassment	18
Intoxicated Person	8
Investigation	25
Investigative Stop	1
Juvenile Complaint	18
K9 Detail	30
Kidnapping	0
Lock Out	48
Loud Party	2
Mental Emotional - Violent	5
Mental Emotial/Suicide Attempt	1
Mental Person	18
Miscellaneous	14
Missing Person	7
Missing Person - PLS	0
New Call	0
Nuisance	27
Ordinance Misc.	51
Parking Complaint	99
Physical Disturbance	14
Product Contamination	0
Reckless Activity	5
Road Rage	16
Robbery	0
Runaway	3
School Patrol	14
Security Check	331
Sex Offense	2
Shooting	0
Solicitor	5
Special Detail	0
Stabbing	0
Suicide	0
Suspicious Activity	121
Suspicious Package	0
Suspicious Person	0
Test	0
Theft	32
Theft - From a Vehicle	4
Theft - of a Vehicle	3
Theft Shoplifter	0
Threat to Life	10
Threatening Suicide	7
Tow Release	0

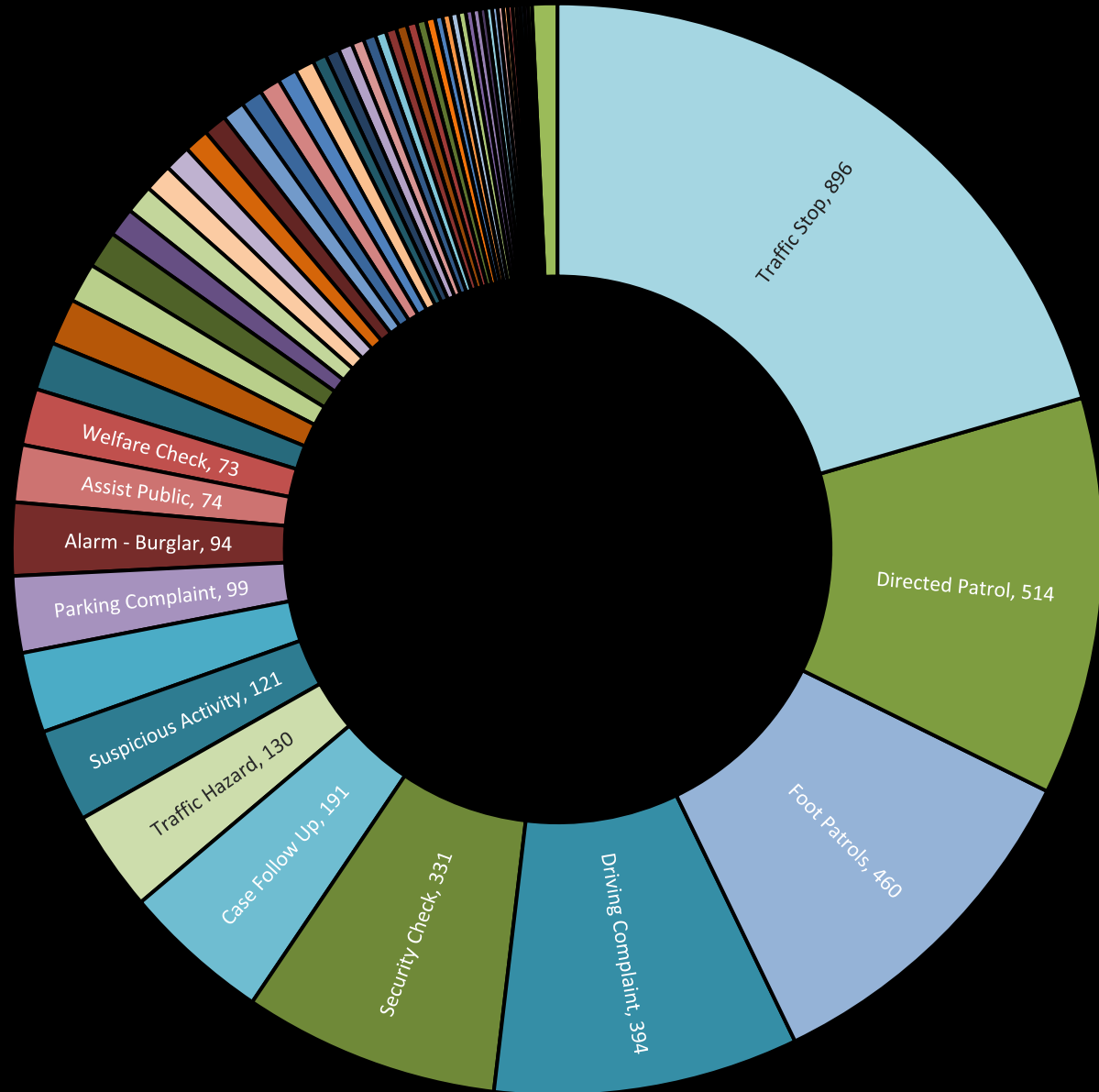
WESTFIELD POLICE DEPARTMENT

May 2026

Events by Nature

Incident Type	Count
Traffic Hazard	130
Transport	1
Trespassing	34
Traffic Stop	896
Unknown Call for Police	4
VIN Check	36
Wanted	1
Warrant Service	10
Weapons Complaint	0
Welfare Check	73
Total Activity	4365

Monthly Events by Incident Type May 2026

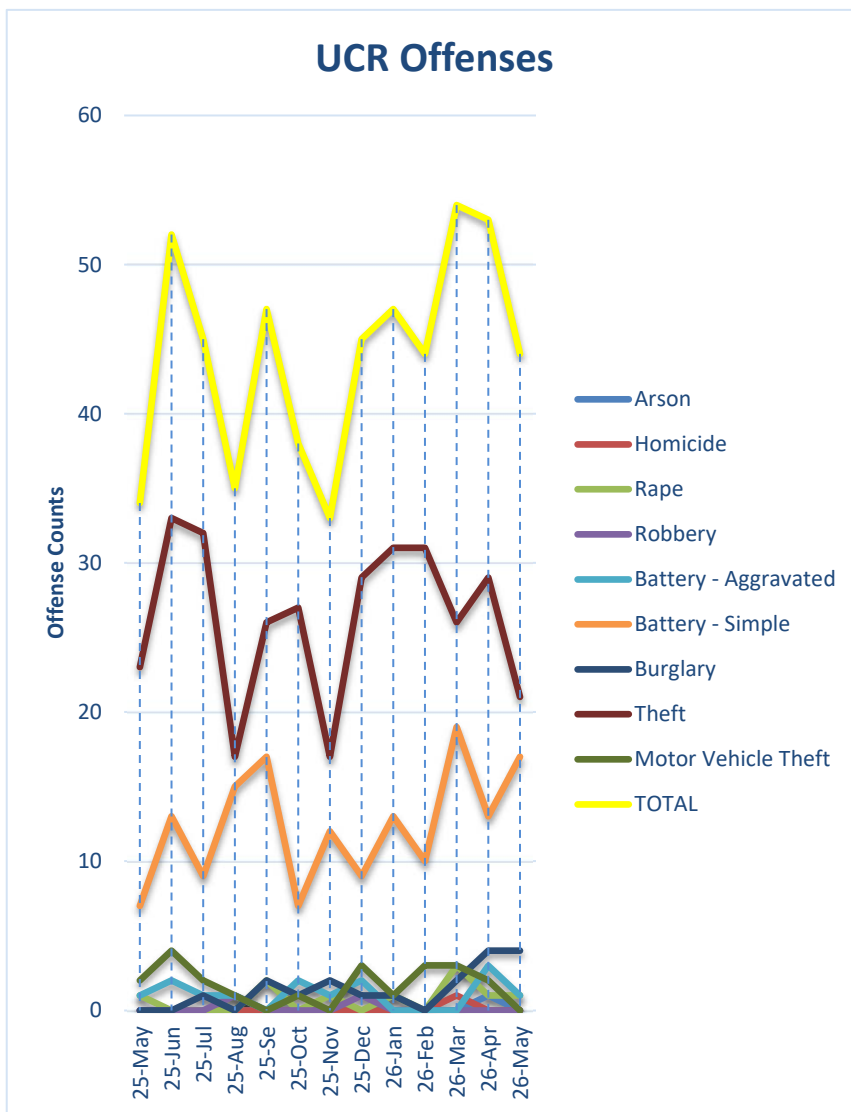


WESTFIELD POLICE DEPARTMENT

May 2026

UCR OFFENSES

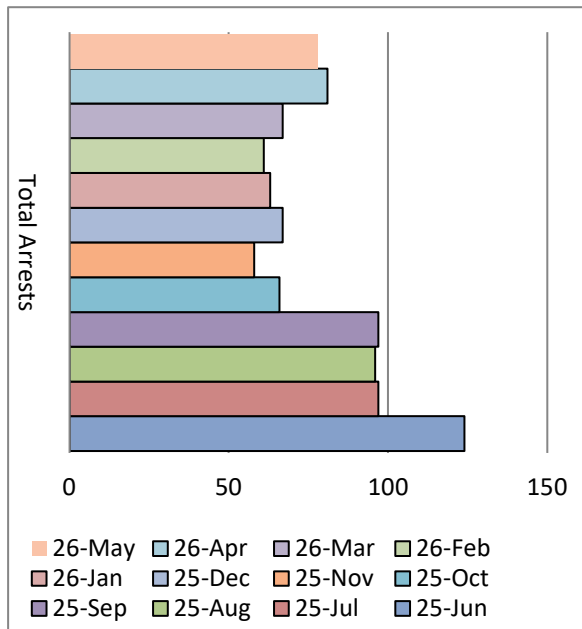
OFFENSE	25-Ma	25-Jun	25-Jul	25-Au	25-Se	25-Oct	25-No	25-De	26-Jan	26-Feb	26-Ma	26-Ap	26-Ma
Arson	0	0	0	0	0	0	0	0	0	0	0	1	0
Homicide	0	0	0	0	0	0	0	0	0	0	0	1	0
Rape	1	0	0	0	2	0	1	0	1	0	3	1	1
Robbery	0	0	0	1	0	0	0	1	0	0	0	0	0
Battery - Aggravated	1	2	1	1	0	2	1	2	0	0	0	3	1
Battery - Simple	7	13	9	15	17	7	12	9	13	10	19	13	17
Burglary	0	0	1	0	2	1	2	1	1	0	2	4	4
Theft	23	33	32	17	26	27	17	29	31	31	26	29	21
Motor Vehicle Theft	2	4	2	1	0	1	0	3	1	3	3	2	0
TOTAL	34	52	45	35	47	38	33	45	47	44	54	53	44



WESTFIELD POLICE DEPARTMENT

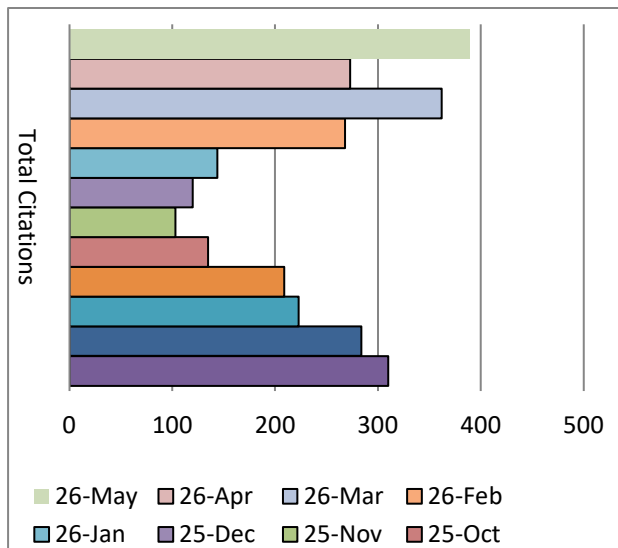
May 2026

Arrest Reports Taken	25-Jun	25-Jul	25-Aug	25-Sep	25-Oct	25-Nov	25-Dec	26-Jan	26-Feb	26-Mar	26-Apr	26-May
Alcohol/ Drug Related	19	9	28	27	13	11	13	18	9	9	17	18
Felony Charges	55	50	53	43	31	21	13	9	17	47	48	26
Misdemeanor Charges	130	107	111	116	76	62	65	73	66	62	88	81
Total Arrests	124	97	96	97	66	58	67	63	61	67	81	78



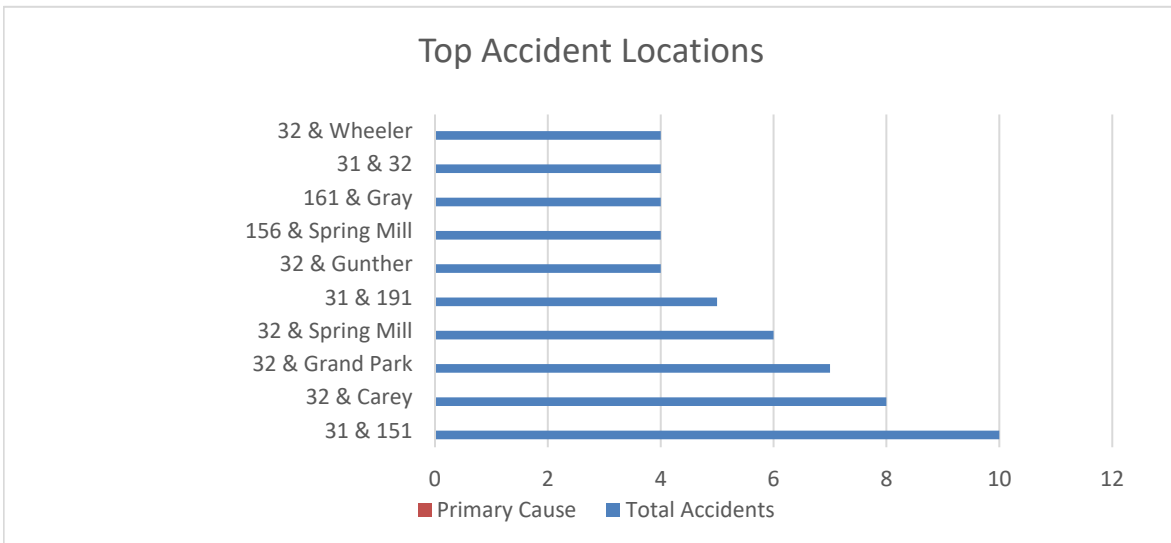
Traffic	25-Jun	25-Jul	25-Aug	25-Sep	25-Oct	25-Nov	25-Dec	26-Jan	26-Feb	26-Mar	26-Apr	26-May
Total Citations	310	284	223	209	135	103	120	144	268	362	273	389
Total Written Warning:	648	532	532	466	350	353	208	386	509	473	476	656
Total Traffic Accidents	66	71	87	84	77	83	116	84	67	71	64	73
Property Damage	57	62	73	69	65	75	104	76	57	61	52	55
Personal Injury	9	9	14	14	11	8	12	8	10	9	12	18
Fatality	0	0	0	1	1	0	0	0	0	1	0	0
Hit and Run*	9	6	6	11	7	7	14	11	11	10	9	5

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



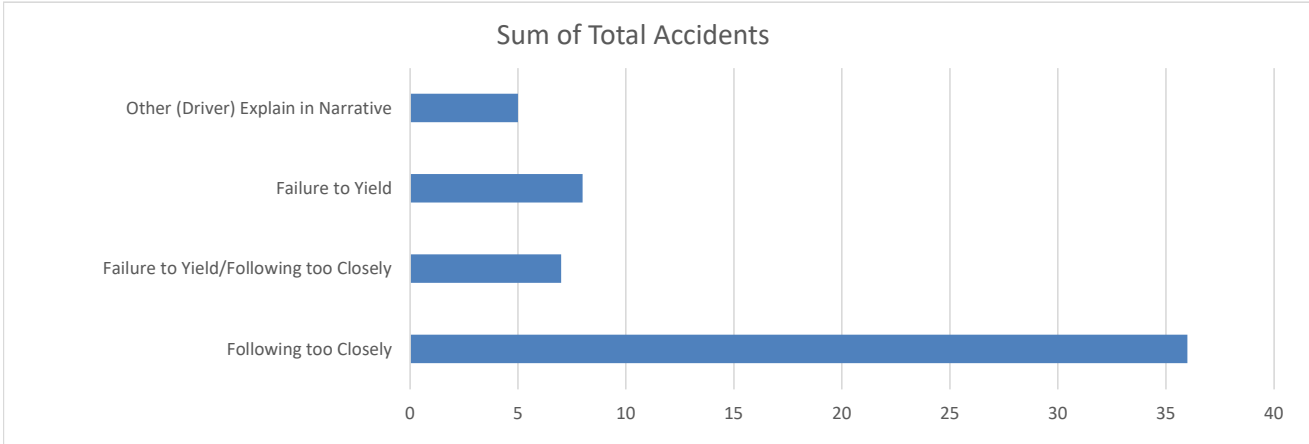
Top Accident Locations

Accident Location	Total Accidents	Primary Cause
31 & 151	10	Following too Closely
32 & Carey	8	Following too Closely
32 & Grand Park	7	Failure to Yield/Following too Closely
32 & Spring Mill	6	Following too Closely
31 & 191	5	Other (Driver)0 Explain in Narrative
32 & Gunther	4	Following too Closely
156 & Spring Mill	4	Failure to Yield
161 & Gray	4	Failure to Yield
31 & 32	4	Following too Closely
32 & Wheeler	4	Following too Closely



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

Primary Cause	Sum of Total Accidents
Following too Closely	36
Failure to Yield/Following too Closely	7
Failure to Yield	8
Other (Driver) Explain in Narrative	5



Community Events

- 5/12/26 E Bike Presentation- Harmony
- 5/13/26 Mayors Youth Council Presentation
- 5/14/26 Union Bible College Event
- 5/15/26 Cop on a Rooftop
- 5/16/26 International Festival

