



CITY OF WESTFIELD, IN
Board of Public Works Meeting Agenda

BOARD OR COMMISSION: Board of Public Works Meeting

MEETING DATE: Wednesday, August 26, 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 – July 22, 2026

CONTRACTS/AGREEMENTS

Action Item #2:

- Grand Junction Properties LLC and City of Westfield – Park Street Improvement, Parcel 2 – Permanent Utility Easement

Action Item #3:

- Grand Junction Properties LLC and City of Westfield – Park Street Improvement, Parcel 3 – Permanent Utility Easement

Action Item #4:

- Axon Enterprise, Inc. and Westfield Police Department – Statement of Work – WPD Interview Room

Action Item #5:

- Citizens Water of Westfield, LLC and City of Westfield – 16409 Little Eagle Creek Project (Tract 1) – Utility Easement Agreement

Action Item #6:

- Citizens Water of Westfield, LLC and City of Westfield – 16409 Little Eagle Creek Project (Tract 2) – Utility Easement Agreement

Action Item #7:

- Engineering Resources, Inc. and City of Westfield – ADA Transition Plan Update Professional Services

Action Item #8:

- Duke Energy and City of Westfield – 169th St & Oak Ridge Rd RAB Preliminary Engineering Agreement

Action Item #9:

- WSP and City of Westfield – Westfield Blvd Ph II – Consulting Contract - Amendment #2

Action Item #10:

- Egis BLN and City of Westfield - On-Call Right-of-Way Services Master Agreement

Action Item #11:

- Westfield Washington Township and City of Westfield - 2026 WWT Fire Contract

RESOLUTIONS

Action Item #12:

- Resolution 26-153: A Resolution of the City of Westfield Board of Public Works & Safety Authorizing a Change Order #1 for the Westfield Police Headquarters Project

Action Item #13:

- Resolution 26-154: A Resolution of the City of Westfield Board of Public Works & Safety Authorizing a Change Order #2 for the Westfield Police Headquarters Project

CONSENT AGENDA

- Ben's BBQ Shack c/o Ben Hoffman and City of Westfield – Revised Ben's BBQ RIF Payment Agreement

- August Bond Information

DEPARTMENT REPORTS

- Fire
- Police
- Public Works

ADJOURNMENT



CITY OF WESTFIELD, IN
Board of Public Works Meeting Minutes - 7/22/2026
Wednesday, July 22, 2026 at 1:00 PM

OPENING OF REGULAR MEETING

Note the presence of a quorum

Nick Barbknecht and Nick Snoply were present to form a quorum. Mayor Willis was not in attendance. City Legal, Kaitlin Glazier and Records Manager, Kim Strang attended.

APPROVAL OF MINUTES

Action Item #1: Approval of Minutes – June 24, 2026

Nick Snoply made the motion to approve the minutes of June 24, 2026. Nick Barbknecht seconded the motion.
Vote: Yes-2; No-0. Motion carried.

CONTRACTS/AGREEMENTS

Action Item #2: Citizens Water of Westfield, LLC & City of Westfield – Utility Easement Agreement – Westfield Fire Department Station #85

Michael Pearce, Director of Engineering, presented a standard easement agreement with Citizens of Westfield for water and sanitary lines for the new Fire Station 85 at Six Points and 206th Street. The request is for Board approval so that the extensions for the project can move forward.

Nick Barbknecht made the motion to approve the easement agreement. Nick Snoply seconded the motion.
Vote: Yes-2; No-0. Motion carried.

Action Item #3: Big Impact Group & City of Westfield – Statement of Work

Executive Chief of Staff, Danielle Carey-Tolan, presented a contract with Big Impact to continue working with the city to ensure that we have updated governance policies. A task group was created to aid in accomplishing this. This will set policy and give structure to ensure privacy, safeguards and transparency are being met while maximizing efficiency.

Nick Snoply made the motion to approve the statement of work. Nick Barbknecht seconded the motion.
Vote: Yes-2; No-0. Motion carried.

Action Item #4: Signing Authority – Citizens Energy Group Central Feeder Main Utility Easement

John Nail, Executive Chief of Operations, presented, asking for the signing authority for a temporary construction easement for Citizens Energy Group related to their central feeder main project. The city owns the property on 169th Street that CEG needs to acquire the easement to help support the project. There are some legal revisions that still need to be finalized, and that is the reason behind the request for the signing authority.

Nick Snoply made the motion to approve the signing authority. Nick Barbknecht seconded the motion.
Vote: Yes-2; No-0. Motion carried.

Action Item #5: Polizzi Family & City of Westfield – ROW Dedication – Old 146th Street & Towne Road

Michael Pearce presented, asking for approval to accept the right-away dedication at 146th Street and Town Rd. This is a cleanup item from the 146th and Towne Road project that was completed earlier this year. The city needed the right of entry to complete the project. The Polizzi family, who own the property on the east side, have agreed to formally dedicate the parcel in advance of any development.

Nick Snoply agreed to accept the ROW dedication. Nick Barbknecht seconded the motion.
Vote: Yes-2; No-0. Motion carried.

Action Item #6: Streetscan USA, Inc. & City of Westfield – Asset Management Proposal

Michael Pearce presented a proposal with Streetcan USA, who the city has used as the asset management consultant for approximately 4 years. The company scans all the city's roadways and gives a rating on the condition of each road and provides the city with an online platform to use the data that was provided. Every two years, a scan is performed to get new condition ratings on all city roadways so that we can update our asset management planning. Mr. Pearce stated that if the Board chooses to approve the proposal, the motion to approve should be based on legal review and approval of the contract.

Nick Barbknecht made the motion to approve the proposal, with knowledge of pending legal review. Nick Snoply seconded the motion.
Vote: Yes-2; No-0. Motion carried.

Action Item #7: Signing Authority – 2026 Horton Road Reconstruction Project

Michael Pearce requested the signing authority for the 2026 Horton Road Reconstruction Project (north of the formal West Fork Whiskey bldg. to just south of 206th Street). Repairs will be done to the base with slight widening of the roadway. Bids were open and Calumet was the low bidder, but a contract has not been drafted currently.

Nick Barbknecht made the motion to approve the signing authority. Nick Snoply seconded the motion.
Vote: Yes-2; No-0. Motion carried.

RESOLUTIONS

Action Item #8: Resolution 26-150: A Resolution of the City of Westfield Board of Public Works & Safety Authorizing a Change Order & Increase to the Guaranteed Maximum Price for Fire Station #85

Danielle Carey-Tolan presented an Owner's Change Order for Fire Station 85 for Board approval. The change order provides for construction of the water line extension, for which the associated easement was previously approved. Ms. Tolan explained the work will be funded outside the project bonds and is anticipated to be included in the 2027 budget.

Nick Barbknecht made a motion to approve the Owner's Change Order. Nick Snoply seconded the motion.
Vote: Yes-2; No-0. Motion carried.

CONSENT AGENDA

- **July Bond List**

Nick Barbknecht made the motion to approve the Consent Agenda. Nick Snoply seconded the motion.
Vote: Yes-2; No-0. Motion carried.

DEPARTMENT REPORTS

Fire

The Fire Department update was given by Chief Gaylor, who reported a 5% increase in call volume from June 2025 to June 2026.

Police

Assistant Police Chief, Eric Grimes, reported calls for service are up in 2026 prior to this time in 2025, from 1795 to 2219. Tickets are up 27% from June of last year. There have been 31 tickets and 7 warnings for e-bike violations and 17 tickets and 25 warnings for golf carts.

WPWD

Public Works Director, Michael Pearce, welcomed Leslie Booth who is replacing Pat Leuteritz as the Administrative Assistant for Public Works. An update of department projects was given.

ADJOURNMENT

Nick Snoply made the motion to adjourn. Nick Barbknecht seconded the motion.
Meeting adjourned at 1:29 PM

Deputy Clerk

Board Member

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

Project: Park Street Improvement
Parcel No.: 2

PERMANENT UTILITY EASEMENT

This PERMANENT UTILITY EASEMENT (this "**Easement**") is made, granted, and conveyed this 19 day of June, 2026 (the "**Effective Date**"), by Grand Junction Properties, LLC ("**Owner**"), to the **City of Westfield, Indiana** ("**City**").

Recitals

A. Owner is the owner of certain real property located in Hamilton County, Indiana, and more particularly described on **Exhibit A** attached hereto and incorporated herein by this reference (the "**Owner's Property**").

B. The City requires a permanent easement over a portion of the Owner's Property for construction, installation, operation, maintenance, repair, replacement, relocation, removal, and reconstruction of public improvements and utility facilities, including but not limited to electric, gas, communication, and related utility facilities.

C. The portion of the Owner's Property burdened by this Easement is described and depicted on **Exhibit B** attached hereto and incorporated herein by this reference (the "**Easement Area**").

FOR AND IN CONSIDERATION of the sum of Ten and 00/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Owner grants and conveys to the City, its successors and assigns, a perpetual, non-exclusive easement over, under, across, through, and upon the Easement Area upon the following terms and conditions:

1. **Grant of Easement.** Owner hereby grants to the City a perpetual easement and right-of-way over, under, across, through, and upon the Easement Area for construction, installation, operation, maintenance, repair, replacement, relocation, removal, and reconstruction of public improvements and utility facilities, including but not limited to electric, gas, communication, and related utility facilities (collectively, "Utility Facilities"), and related improvements within the Easement Area. Without limiting the generality of the foregoing, the rights granted to the City include the right to:
 - a. permit public, franchised, or designated utility providers, including Duke Energy Indiana, Inc., and their respective contractors and assigns, to utilize the Easement Area for the foregoing purposes. The City and its permitted utility providers shall have the right of ingress and egress to and from the Easement Area over adjoining property of Owner, using existing drives and paved areas where practicable.
 - b. enter upon the Easement Area at all reasonable times, and at any time in the event of an emergency, for purposes of construction, reconstruction, installation, inspection, maintenance, repair, replacement, restoration, grading, sloping, drainage, vegetation management, and all other activities related to the exercise of the rights granted in this Easement;
 - c. enter upon such other portions of the Owner's Property as may be reasonably necessary: (i) for access to the Easement Area from public rights-of-way or other lawful points of access, for personnel, vehicles, machinery, tools, materials, and equipment or (ii) to facilitate the City's permitted activities in the Easement Area;
 - d. cut, trim, remove, clear, and dispose of trees, brush, vegetation, undergrowth, debris, fill, aggregate, structures, obstructions, or other materials located within the Easement Area that, in the City's determination, interfere with drainage, access, visibility, construction, operation, inspection, repair, replacement, restoration, safety, or maintenance of the Utility Facilities or the City's easement rights; and
 - e. excavate, remove, stockpile, relocate, and dispose of soil, earth, rock, vegetation, debris, water, and other materials from the Easement Area as the City deems reasonably necessary in connection with the exercise of its rights hereunder.
2. **Nature of Easement.** This Easement is non-exclusive; however, Owner's rights in and to the Easement Area are and shall remain at all times subordinate and subject to the City's rights under this Easement. The rights granted herein are perpetual, run with the land, and bind Owner and Owner's heirs, personal representatives, successors, assigns, tenants, licensees, mortgagees, and all other persons claiming by, through, or under Owner.
3. **Owner's Use of Easement Area.** Owner may continue to use the Easement Area for purposes not inconsistent with this Easement, provided that no such use shall interfere with or obstruct the City's exercise of its rights hereunder. Without the City's prior written consent, which may be granted, conditioned, or withheld in the City's sole discretion, Owner shall not construct, place, install, plant, maintain, or permit within the Easement Area any building, structure, wall, fence, sign, pavement, curb, landscaping, tree, woody vegetation, shrub, utility, irrigation improvement, pond, fill, grading change, obstruction to access, or other improvement. No change in surface grade shall be made within the Easement Area without the prior written consent of the City. Any improvement, item, or condition placed or

maintained within the Easement Area, whether with or without the City's consent, shall be at Owner's sole risk, and the City shall have no obligation to repair, replace, or compensate Owner for the removal of any such item in connection with the exercise of the City's rights under this Easement. No consent, approval, delay, inaction, or prior accommodation by the City with respect to any use or encroachment within the Easement Area shall constitute a waiver of the City's rights under this Easement or create any vested right, prescriptive right, equitable right, or other right adverse to the City.

4. **Maintenance.** Owner shall be solely responsible, at Owner's sole cost and expense, for the condition, maintenance, repair, and replacement of the Owner's Property and all privately owned improvements and facilities located within or affecting the Easement Area including, without limitation, the responsibility to mow and maintain the vegetation in the Easement Area. The grant of this Easement shall not impose upon the City any obligation or duty to inspect, maintain, repair, replace, monitor, or correct any condition on the Owner's Property or within the Easement Area, and no exercise or failure to exercise any right by the City under this Easement shall create any such obligation or duty absent a separate written agreement executed by the City.
5. **Default and Remedies; Emergencies.** If Owner fails to perform Owner's obligations under this Easement it shall constitute a default under this Easement and the City may give Owner written notice requiring Owner to cure the default within ten (10) days after notice is given, or such longer period as may be reasonably specified by the City if the nature of the default requires additional time and Owner commences and diligently pursues cure within such period. Notwithstanding the foregoing, if the City determines that an emergency exists, or that immediate action is reasonably necessary to protect public health, safety, welfare, public or private property, Utility Facilities, or compliance with applicable law, the City may enter the Owner's Property and Easement Area and take such action as the City deems reasonably necessary without prior notice to Owner. If Owner fails to timely cure a default, or if an emergency exists, the City may, without further notice, enter the Owner's Property and Easement Area and remove encroachments, restore drainage, perform maintenance, make repairs, or take any other action reasonably necessary to protect or enforce the City's rights under this Easement. Owner shall reimburse the City, within thirty (30) days after invoice, for all actual costs and expenses incurred by the City in connection therewith, including administrative costs, engineering fees, contractor costs, recording costs, and reasonable attorneys' fees and costs of enforcement. The City's rights and remedies under this Easement are cumulative and in addition to all rights and remedies available at law, in equity, or under applicable ordinance, permit, approval, or other recorded instrument, including the right to injunctive relief.
6. **Restoration by City.** Following the City's exercise of its rights under this Easement, the City shall use commercially reasonable efforts to restore the surface of the Easement Area and any approved access route disturbed by the City to a condition reasonably similar to the condition existing immediately prior to such work, ordinary wear and tear and changes required for proper drainage excepted. Notwithstanding the foregoing, the City shall have no obligation to replace or restore any structures, paving, irrigation improvements, landscaping, vegetation, utilities, signs, fences, walls, monuments, or other improvements or items located within the Easement Area, whether or not installed with the City's consent.

7. **Environmental Matters; Indemnity.** Owner represents and warrants, to Owner's actual knowledge, that Owner has not caused or knowingly permitted any release of hazardous substances, petroleum, pollutants, or contaminants within the Easement Area or the Owner's Property in violation of applicable law. Owner shall indemnify, defend, and hold harmless the City and its officers, board members, council members, employees, agents, contractors, representatives, successors, and assigns from and against any and all claims, liabilities, damages, losses, costs, expenses, penalties, fines, actions, causes of action, judgments, and reasonable attorneys' fees arising out of or related to: (a) any release, threatened release, presence, migration, or remediation of hazardous substances, petroleum, pollutants, or contaminants in violation of applicable law in, on, under, from, or affecting the Easement Area or the Owner's Property to the extent not caused by the City; (b) the condition of the Owner's Property or any privately owned improvement or facility thereon; or (c) Owner's breach of this Easement.
8. **Title; Priority.** Owner warrants that Owner is lawfully seized of the Owner's Property, has full right, power, and authority to grant this Easement, and that this Easement is granted subject only to those matters of record, if any, that do not materially interfere with the City's rights hereunder. If requested by the City, Owner shall obtain and deliver to the City such subordination, joinder, consent, or ratification agreements from mortgagees, lienholders, contract purchasers, tenants, easement holders, or other parties having an interest in the Owner's Property as the City may reasonably require to confirm the validity, enforceability, and priority of this Easement. Any conveyance, lease, mortgage, or other transfer of any interest in the Owner's Property shall be subject to this Easement. Owner shall not take any action to amend, terminate, release, or impair this Easement without the City's prior written consent.
9. **Miscellaneous.** If any provision of this Easement is determined to be invalid or unenforceable, the remaining provisions shall remain in full force and effect. This Easement may be executed in counterparts, each of which shall be deemed an original, and all of which together shall constitute one instrument. Signatures transmitted electronically or by electronic signature in a manner permitted by applicable law shall be effective to the same extent as original signatures. This Easement shall be governed by and construed in accordance with the laws of the State of Indiana. Any lawsuit, action, or proceeding arising out of or relating to this Easement shall be instituted and maintained exclusively in the state courts sitting in Hamilton County, Indiana. Owner acknowledges that this Easement shall be recorded in the office of the Recorder of Hamilton County, Indiana.

[Signature pages follow]

CITY:

CITY OF WESTFIELD, INDIANA

By: _____

Name: _____

Title: _____

STATE OF INDIANA)
) ss.
COUNTY OF HAMILTON)

On this ____ day of _____ 2026, before me, a Notary Public in and for said County and State, personally appeared _____, _____ of City of Westfield, Indiana, who acknowledged that he/she did sign the foregoing instrument for and on behalf of the City of Westfield, Indiana.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal on the day and year aforesaid.

_____, Notary Public

My Commission Expires:

My County of Residence:

Upon recording, return document to: 2728 East 171st Street, Westfield, Indiana 46074

This instrument prepared by: Kyle P. Chambers, Taft Stettinius & Hollister LLP, One Indiana Square, Suite 3500, Indianapolis, Indiana 46204.

I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law. *Kyle P. Chambers*

EXHIBIT A

Legal Description of Owner's Property

LOT NO. 17 IN ROBERTS ADDITION TO THE TOWN OF WESTFIELD, INDIANA, EXCEPT A TRACT BEGINNING AT THE NORTHEAST CORNER OF SAID LOT, RUNNING THENCE WEST 48 FEET, THENCE SOUTH 147 FOOT, THENCE EAST 48 FEET, THENCE 147 FEET NORTH, TO THE PLACE OF BEGINNING; ALSO, A PART OF THE NORTHEAST QUARTER OF SECTION 1, TOWNSHIP 18 NORTH, RANGE 3 EAST, DESCRIBED AS FOLLOWS, TO-WIT: BEGIN AT THE NORTHEAST CORNER OF LOT 17 IN ROBERTS ADDITION TO THE TOWN OF WESTFIELD, INDIANA, RUN THENCE SOUTH ALONG THE WEST OF SAID LOT 17 TO THE SOUTHWEST CORNER OF SAID LOT, THENCE WEST 18 FEET, THENCE NORTH A DISTANCE TO AND EQUAL TO THE DEPTHS OF LOT 17, THENCE EAST 18 FEET TO THE PLACE OF BEGINNING, ALL IN HAMILTON COUNTY, STATE OF INDIANA.

MORE COMMONLY KNOWN AS: 219 PARK ST, WESTFIELD, IN 46074

EXHIBIT "B"

UTILITY EASEMENT

PART OF THE NORTHEAST QUARTER OF SECTION 1, TOWNSHIP 18 NORTH, RANGE 3 EAST, WASHINGTON TOWNSHIP, HAMILTON COUNTY, INDIANA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF LOT 17 IN ROBERT'S ADDITION, THE PLAT OF WHICH IS RECORDED IN BOOK 39, PAGE 433 IN THE OFFICE OF THE RECORDER OF HAMILTON COUNTY, INDIANA; THENCE SOUTH 89 DEGREES 36 MINUTES 00 SECONDS WEST A DISTANCE OF 13.00 FEET TO THE **POINT OF BEGINNING**; THENCE SOUTH 00 DEGREES 30 MINUTES 51 SECONDS EAST A DISTANCE OF 5.00 FEET; THENCE SOUTH 89 DEGREES 36 MINUTES 00 SECONDS WEST A DISTANCE OF 5.00 FEET TO THE WEST LINE OF THE GRANTOR'S LAND; THENCE NORTH 00 DEGREES 30 MINUTES 51 SECONDS WEST, ALONG SAID WEST LINE, A DISTANCE OF 5.00 FEET; THENCE NORTH 89 DEGREES 36 MINUTES 00 SECONDS EAST A DISTANCE OF 5.00 FEET TO THE **POINT OF BEGINNING**.

CONTAINING 0.001 ACRES, MORE OR LESS.

ALSO,

PART OF LOT 17 IN ROBERT'S ADDITION, THE PLAT OF WHICH IS RECORDED IN BOOK 39, PAGE 433, IN THE OFFICE OF THE RECORDER OF HAMILTON COUNTY, INDIANA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID LOT 17; THENCE SOUTH 89 DEGREES 36 MINUTES 00 SECONDS WEST, ALONG THE NORTH LINE OF SAID LOT 17, A DISTANCE OF 48.00 FEET TO THE **POINT OF BEGINNING**; THENCE SOUTH 00 DEGREES 30 MINUTES 51 SECONDS EAST, ALONG THE EAST LINE OF THE GRANTOR'S LAND, A DISTANCE OF 24.00 FEET; THENCE SOUTH 89 DEGREES 36 MINUTES 00 SECONDS WEST A DISTANCE OF 6.36 FEET; THENCE NORTH 00 DEGREES 40 MINUTES 20 SECONDS WEST A DISTANCE OF 24.00 FEET TO THE NORTH LINE OF SAID LOT 17; THENCE NORTH 89 DEGREES 36 MINUTES 00 SECONDS EAST, ALONG SAID NORTH LINE, A DISTANCE OF 6.42 FEET TO THE **POINT OF BEGINNING**.

CONTAINING 153 SQUARE FEET, MORE OR LESS.

I, KEVIN J. LEE, A REGISTERED LAND SURVEYOR IN THE STATE OF INDIANA, DO HEREBY CERTIFY THAT THIS DESCRIPTION WAS PREPARED FROM INFORMATION OBTAINED A LOCATION CONTROL ROUTE SURVEY RECORDED AS INSTRUMENT NUMBER 2025039682 AND A DEED RECORDED AS INSTRUMENT NUMBER 2014037104 IN THE OFFICE OF THE RECORDER OF HAMILTON COUNTY, INDIANA.



A handwritten signature of Kevin J. Lee in black ink, written over a horizontal line.

KEVIN J. LEE
INDIANA LAND SURVEYOR
NO. LS 22400006

PREPARED BY:



Project: Park Street Improvement
Parcel No.: 3

PERMANENT UTILITY EASEMENT

This PERMANENT UTILITY EASEMENT (this "**Easement**") is made, granted, and conveyed this 19 day of June, 2026 (the "**Effective Date**"), by Grand Junction Properties LLC, Robert C. Beauchamp, Member ("**Owner**"), to the **City of Westfield, Indiana** ("**City**").

Recitals

A. Owner is the owner of certain real property located in Hamilton County, Indiana, and more particularly described on **Exhibit A** attached hereto and incorporated herein by this reference (the "**Owner's Property**").

B. The City requires a permanent easement over a portion of the Owner's Property for construction, installation, operation, maintenance, repair, replacement, relocation, removal, and reconstruction of public improvements and utility facilities, including but not limited to electric, gas, communication, and related utility facilities.

C. The portion of the Owner's Property burdened by this Easement is described and depicted on **Exhibit B** attached hereto and incorporated herein by this reference (the "**Easement Area**").

FOR AND IN CONSIDERATION of the sum of Ten and 00/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Owner grants and conveys to the City, its successors and assigns, a perpetual, non-exclusive easement over, under, across, through, and upon the Easement Area upon the following terms and conditions:

1. **Grant of Easement.** Owner hereby grants to the City a perpetual easement and right-of-way over, under, across, through, and upon the Easement Area for construction, installation, operation, maintenance, repair, replacement, relocation, removal, and reconstruction of public improvements and utility facilities, including but not limited to electric, gas, communication, and related utility facilities (collectively, "Utility Facilities"), and related improvements within the Easement Area. Without limiting the generality of the foregoing, the rights granted to the City include the right to:
 - a. permit public, franchised, or designated utility providers, including Duke Energy Indiana, Inc., and their respective contractors and assigns, to utilize the Easement Area for the foregoing purposes. The City and its permitted utility providers shall have the right of ingress and egress to and from the Easement Area over adjoining property of Owner, using existing drives and paved areas where practicable.
 - b. enter upon the Easement Area at all reasonable times, and at any time in the event of an emergency, for purposes of construction, reconstruction, installation, inspection, maintenance, repair, replacement, restoration, grading, sloping, drainage, vegetation management, and all other activities related to the exercise of the rights granted in this Easement;
 - c. enter upon such other portions of the Owner's Property as may be reasonably necessary: (i) for access to the Easement Area from public rights-of-way or other lawful points of access, for personnel, vehicles, machinery, tools, materials, and equipment or (ii) to facilitate the City's permitted activities in the Easement Area;
 - d. cut, trim, remove, clear, and dispose of trees, brush, vegetation, undergrowth, debris, fill, aggregate, structures, obstructions, or other materials located within the Easement Area that, in the City's determination, interfere with drainage, access, visibility, construction, operation, inspection, repair, replacement, restoration, safety, or maintenance of the Utility Facilities or the City's easement rights; and
 - e. excavate, remove, stockpile, relocate, and dispose of soil, earth, rock, vegetation, debris, water, and other materials from the Easement Area as the City deems reasonably necessary in connection with the exercise of its rights hereunder.
2. **Nature of Easement.** This Easement is non-exclusive; however, Owner's rights in and to the Easement Area are and shall remain at all times subordinate and subject to the City's rights under this Easement. The rights granted herein are perpetual, run with the land, and bind Owner and Owner's heirs, personal representatives, successors, assigns, tenants, licensees, mortgagees, and all other persons claiming by, through, or under Owner.
3. **Owner's Use of Easement Area.** Owner may continue to use the Easement Area for purposes not inconsistent with this Easement, provided that no such use shall interfere with or obstruct the City's exercise of its rights hereunder. Without the City's prior written consent, which may be granted, conditioned, or withheld in the City's sole discretion, Owner shall not construct, place, install, plant, maintain, or permit within the Easement Area any building, structure, wall, fence, sign, pavement, curb, landscaping, tree, woody vegetation, shrub, utility, irrigation improvement, pond, fill, grading change, obstruction to access, or other improvement. No change in surface grade shall be made within the Easement Area without the prior written consent of the City. Any improvement, item, or condition placed or

maintained within the Easement Area, whether with or without the City's consent, shall be at Owner's sole risk, and the City shall have no obligation to repair, replace, or compensate Owner for the removal of any such item in connection with the exercise of the City's rights under this Easement. No consent, approval, delay, inaction, or prior accommodation by the City with respect to any use or encroachment within the Easement Area shall constitute a waiver of the City's rights under this Easement or create any vested right, prescriptive right, equitable right, or other right adverse to the City.

4. **Maintenance.** Owner shall be solely responsible, at Owner's sole cost and expense, for the condition, maintenance, repair, and replacement of the Owner's Property and all privately owned improvements and facilities located within or affecting the Easement Area including, without limitation, the responsibility to mow and maintain the vegetation in the Easement Area. The grant of this Easement shall not impose upon the City any obligation or duty to inspect, maintain, repair, replace, monitor, or correct any condition on the Owner's Property or within the Easement Area, and no exercise or failure to exercise any right by the City under this Easement shall create any such obligation or duty absent a separate written agreement executed by the City.
5. **Default and Remedies; Emergencies.** If Owner fails to perform Owner's obligations under this Easement it shall constitute a default under this Easement and the City may give Owner written notice requiring Owner to cure the default within ten (10) days after notice is given, or such longer period as may be reasonably specified by the City if the nature of the default requires additional time and Owner commences and diligently pursues cure within such period. Notwithstanding the foregoing, if the City determines that an emergency exists, or that immediate action is reasonably necessary to protect public health, safety, welfare, public or private property, Utility Facilities, or compliance with applicable law, the City may enter the Owner's Property and Easement Area and take such action as the City deems reasonably necessary without prior notice to Owner. If Owner fails to timely cure a default, or if an emergency exists, the City may, without further notice, enter the Owner's Property and Easement Area and remove encroachments, restore drainage, perform maintenance, make repairs, or take any other action reasonably necessary to protect or enforce the City's rights under this Easement. Owner shall reimburse the City, within thirty (30) days after invoice, for all actual costs and expenses incurred by the City in connection therewith, including administrative costs, engineering fees, contractor costs, recording costs, and reasonable attorneys' fees and costs of enforcement. The City's rights and remedies under this Easement are cumulative and in addition to all rights and remedies available at law, in equity, or under applicable ordinance, permit, approval, or other recorded instrument, including the right to injunctive relief.
6. **Restoration by City.** Following the City's exercise of its rights under this Easement, the City shall use commercially reasonable efforts to restore the surface of the Easement Area and any approved access route disturbed by the City to a condition reasonably similar to the condition existing immediately prior to such work, ordinary wear and tear and changes required for proper drainage excepted. Notwithstanding the foregoing, the City shall have no obligation to replace or restore any structures, paving, irrigation improvements, landscaping, vegetation, utilities, signs, fences, walls, monuments, or other improvements or items located within the Easement Area, whether or not installed with the City's consent.

7. **Environmental Matters; Indemnity.** Owner represents and warrants, to Owner's actual knowledge, that Owner has not caused or knowingly permitted any release of hazardous substances, petroleum, pollutants, or contaminants within the Easement Area or the Owner's Property in violation of applicable law. Owner shall indemnify, defend, and hold harmless the City and its officers, board members, council members, employees, agents, contractors, representatives, successors, and assigns from and against any and all claims, liabilities, damages, losses, costs, expenses, penalties, fines, actions, causes of action, judgments, and reasonable attorneys' fees arising out of or related to: (a) any release, threatened release, presence, migration, or remediation of hazardous substances, petroleum, pollutants, or contaminants in violation of applicable law in, on, under, from, or affecting the Easement Area or the Owner's Property to the extent not caused by the City; (b) the condition of the Owner's Property or any privately owned improvement or facility thereon; or (c) Owner's breach of this Easement.
8. **Title; Priority.** Owner warrants that Owner is lawfully seized of the Owner's Property, has full right, power, and authority to grant this Easement, and that this Easement is granted subject only to those matters of record, if any, that do not materially interfere with the City's rights hereunder. If requested by the City, Owner shall obtain and deliver to the City such subordination, joinder, consent, or ratification agreements from mortgagees, lienholders, contract purchasers, tenants, easement holders, or other parties having an interest in the Owner's Property as the City may reasonably require to confirm the validity, enforceability, and priority of this Easement. Any conveyance, lease, mortgage, or other transfer of any interest in the Owner's Property shall be subject to this Easement. Owner shall not take any action to amend, terminate, release, or impair this Easement without the City's prior written consent.
9. **Miscellaneous.** If any provision of this Easement is determined to be invalid or unenforceable, the remaining provisions shall remain in full force and effect. This Easement may be executed in counterparts, each of which shall be deemed an original, and all of which together shall constitute one instrument. Signatures transmitted electronically or by electronic signature in a manner permitted by applicable law shall be effective to the same extent as original signatures. This Easement shall be governed by and construed in accordance with the laws of the State of Indiana. Any lawsuit, action, or proceeding arising out of or relating to this Easement shall be instituted and maintained exclusively in the state courts sitting in Hamilton County, Indiana. Owner acknowledges that this Easement shall be recorded in the office of the Recorder of Hamilton County, Indiana.

[Signature pages follow]

IN WITNESS WHEREOF, Owner and the City have executed this Easement to be effective as of the Effective Date.

OWNER:

Grand Junction Properties LLC

By: Robert C. Beauchamp
Name: Robert C. Beauchamp
Title: Member

STATE OF Minnesota)
) ss
COUNTY OF Carter)

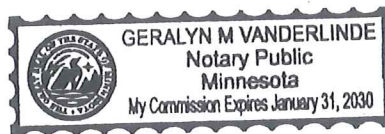
On this 19th day of June 2026, before me, a Notary Public in and for said County and State, personally appeared Robert C. Beauchamp, Member of Grand Junction Properties LLC, who acknowledged that he/she did sign the foregoing instrument as a free act and deed.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal on the day and year aforesaid.

Gerald M. Vanderlinde
_____, Notary Public

My Commission Expires:

January 31, 2030



My County of Residence:

Hennepin

CITY:

CITY OF WESTFIELD, INDIANA

By: _____

Name: _____

Title: _____

STATE OF INDIANA)
) ss.
COUNTY OF HAMILTON)

On this ____ day of _____ 2026, before me, a Notary Public in and for said County and State, personally appeared _____, _____ of City of Westfield, Indiana, who acknowledged that he/she did sign the foregoing instrument for and on behalf of the City of Westfield, Indiana.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal on the day and year aforesaid.

_____, Notary Public

My Commission Expires:

My County of Residence:

Upon recording, return document to: 2728 East 171st Street, Westfield, Indiana 46074

This instrument prepared by: Kyle P. Chambers, Taft Stettinius & Hollister LLP, One Indiana Square, Suite 3500, Indianapolis, Indiana 46204.

I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law. *Kyle P. Chambers*

EXHIBIT A

Legal Description of Owner's Property

Acreage .29 Section 1, Township 18, Range 3 I B ANDERSON Lot 12. Additional Legal Description: Part of Lot 17 Roberts Addition to the Town of Westfield, Hamilton County, Indiana, described as follows: Begin at the Northeast corner of said Lot No. 17, run thence West 48 feet, thence south 147 feet; thence East 48 feet; thence North 147 feet to the place of beginning.

EXHIBIT "B"

UTILITY EASEMENT

PART OF LOT 17 IN ROBERT'S ADDITION, THE PLAT OF WHICH IS RECORDED IN BOOK 39, PAGE 433, IN THE OFFICE OF THE RECORDER OF HAMILTON COUNTY, INDIANA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID LOT 17; THENCE SOUTH 89 DEGREES 36 MINUTES 00 SECONDS WEST, ALONG THE NORTH LINE OF SAID LOT 17, A DISTANCE OF 44.42 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 00 DEGREES 40 MINUTES 20 SECONDS EAST A DISTANCE OF 24.00 FEET; THENCE SOUTH 89 DEGREES 36 MINUTES 00 SECONDS WEST A DISTANCE OF 3.64 FEET TO THE WEST LINE OF THE GRANTOR'S LAND; THENCE NORTH 00 DEGREES 30 MINUTES 51 SECONDS WEST, ALONG SAID WEST LINE, A DISTANCE OF 24.00 FEET TO SAID NORTH LINE; THENCE NORTH 89 DEGREES 36 MINUTES 00 SECONDS EAST, ALONG SAID NORTH LINE, A DISTANCE OF 3.58 FEET TO THE POINT OF BEGINNING.

CONTAINING 87 SQUARE FEET, MORE OR LESS.

ALSO,

PART OF LOT 12 IN I.B. ANDERSON'S ADDITION, THE PLAT OF WHICH IS RECORDED IN PLAT BOOK 9, PAGE 215 IN THE OFFICE OF THE RECORDER OF HAMILTON COUNTY, INDIANA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID LOT 12; THENCE SOUTH 89 DEGREES 36 MINUTES 00 SECONDS WEST, ALONG THE NORTH LINE OF SAID LOT 12, A DISTANCE OF 31.97 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 00 DEGREES 30 MINUTES 51 SECONDS EAST A DISTANCE OF 4.26 FEET; THENCE SOUTH 89 DEGREES 29 MINUTES 09 SECONDS WEST A DISTANCE OF 5.00 FEET; THENCE NORTH 00 DEGREES 30 MINUTES 51 SECONDS WEST A DISTANCE OF 4.27 FEET TO SAID NORTH LINE; THENCE NORTH 89 DEGREES 36 MINUTES 00 SECONDS EAST, ALONG SAID NORTH LINE, A DISTANCE OF 5.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 21 SQUARE FEET, MORE OR LESS.

I, KEVIN J. LEE, A REGISTERED LAND SURVEYOR IN THE STATE OF INDIANA, DO HEREBY CERTIFY THAT THIS DESCRIPTION WAS PREPARED FROM INFORMATION OBTAINED A LOCATION CONTROL ROUTE SURVEY RECORDED AS INSTRUMENT NUMBER 2025039682 AND A DEED RECORDED AS INSTRUMENT NUMBER 2014019182 IN THE OFFICE OF THE RECORDER OF HAMILTON COUNTY, INDIANA.



A handwritten signature of Kevin J. Lee, written in black ink, positioned above a horizontal line.

KEVIN J. LEE
INDIANA LAND SURVEYOR
NO. LS 22400006

PREPARED BY:



COUNTY: HAMILTON
SECTION: 1
TOWNSHIP: 18N
RANGE: 3E

EXHIBIT "B"

UTILITY EASEMENT

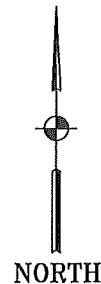
OWNER: GRAND JUNCTION PROPERTIES LLC

DRAWN BY : CJL 4-14-26

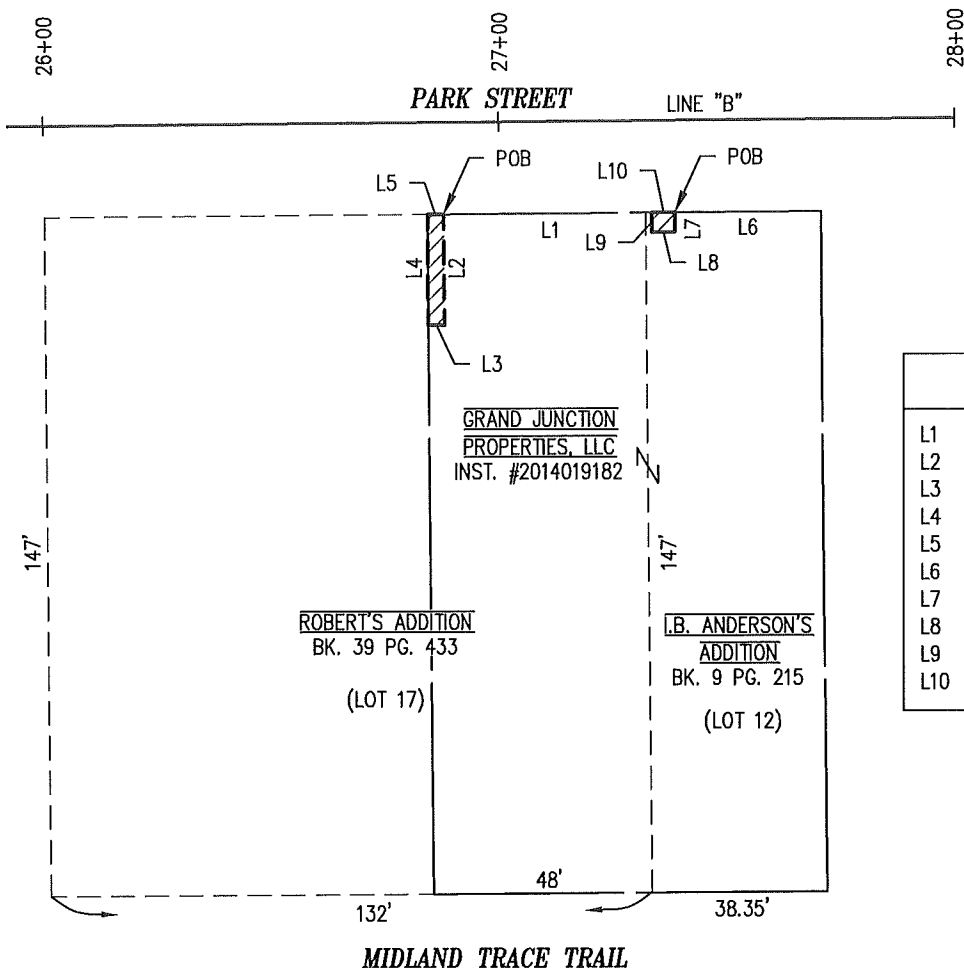
CHECKED BY : KJL

20' 0 20' 40'

SCALE: 1" = 40'



HATCHED AREA IS THE
APPROXIMATE EASEMENT



LINE TABLE

L1	S89°36'00"W 44.42'
L2	S00°40'20"E 24.00'
L3	S89°36'00"W 3.64'
L4	N00°30'51"W 24.00'
L5	N89°36'00"E 3.58'
L6	S89°36'00"W 31.97'
L7	S00°30'51"E 4.26'
L8	S89°29'09"W 5.00'
L9	N00°30'51"W 4.27'
L10	N89°36'00"E 5.00'



THIS PLAT IS BASED ON A LOCATION CONTROL ROUTE SURVEY
RECORDED AS INSTRUMENT NUMBER 2025039682 AND A DEED
RECORDED AS INSTRUMENT NUMBER 2014019182 IN THE OFFICE OF
THE RECORDER OF HAMILTON COUNTY, INDIANA.

KEVIN J. LEE
REG. LAND SURVEYOR NO. 22400006
STATE OF INDIANA

5-8-2026
DATE

PREPARED BY:





Axon Enterprise, Inc.
17800 N 85th St
Scottsdale, Arizona 85255
United States
VAT: 86-0741227
Domestic:(800) 978-2737
International: +1.800.978.2737

Q-731646-46225JL

Issued: 07/22/2026

Quote Expiration: 12/31/2026

Estimated Contract Start Date: 08/01/2027

Account Number: 108877

Payment Terms: N30

Mode of Delivery: AUTO-GND

Credit/Debit Amount: \$0.00

SHIP TO	BILL TO
Westfield Police Department - IN 17535 Dartown Rd Westfield, IN 46074-9081 USA	Westfield Police Department - IN 17535 Dartown Rd Westfield IN 46074-9081 USA Email:

SALES REPRESENTATIVE	PRIMARY CONTACT
Jesse Lowe Phone: (847) 514-5377 Email: jlowe@axon.com Fax:	Shawn Keen Phone: Email: skeen@westfield.in.gov Fax:

Quote Summary

Program Length	60 Months
TOTAL COST	\$164,780.80
ESTIMATED TOTAL W/ TAX	\$164,780.80

Discount Summary

Average Savings Per Year	\$269.20
TOTAL SAVINGS	\$1,346.00

Payment Summary

Date	Subtotal	Tax	Total
Jul 2027	\$66,556.16	\$0.00	\$66,556.16
Jul 2028	\$24,556.16	\$0.00	\$24,556.16
Jul 2029	\$24,556.16	\$0.00	\$24,556.16
Jul 2030	\$24,556.16	\$0.00	\$24,556.16
Jul 2031	\$24,556.16	\$0.00	\$24,556.16
Total	\$164,780.80	\$0.00	\$164,780.80

Quote Unbundled Price:	\$166,126.80
Quote List Price:	\$166,126.80
Quote Subtotal:	\$164,780.80

Pricing

All deliverables are detailed in Delivery Schedules section lower in proposal

Item	Description	Qty	Term	Unbundled	List Price	Net Price	Subtotal	Tax	Total
A la Carte Hardware									
50267	Axon Interview - IO Module	1	1		\$788.00	\$0.00	\$0.00	\$0.00	\$0.00
50258	Axon Interview - IO Module Cabinet	1	1		\$445.00	\$0.00	\$0.00	\$0.00	\$0.00
50433	Axon Interview - IO Push Button	1	1		\$78.00	\$0.00	\$0.00	\$0.00	\$0.00
50265	Axon Interview - IO Red LED	1	1		\$35.00	\$0.00	\$0.00	\$0.00	\$0.00
74056	Axon Interview - Touch Panel Wall Mount	7	1		\$64.00	\$64.00	\$448.00	\$0.00	\$448.00
50118	Axon Interview - Mic - Wired (Standard Mic)	9	1		\$209.00	\$209.00	\$1,881.00	\$0.00	\$1,881.00
50298	Axon Interview - Camera - Overt Dome	9	1		\$985.00	\$985.00	\$8,865.00	\$0.00	\$8,865.00
50322	Axon Interview - Touch Panel Pro	7	1		\$2,532.00	\$2,532.00	\$17,724.00	\$0.00	\$17,724.00
A la Carte Software									
50041	Axon Interview - Streaming Server License - Per Server	2	1		\$1,750.00	\$1,750.00	\$3,500.00	\$0.00	\$3,500.00
50043	Axon Interview - Streaming Server Maintenance - Per Server	2	60		\$32.98	\$32.98	\$3,957.60	\$0.00	\$3,957.60
50037	Axon Interview - Client Software - Per Touch Panel-PC	7	1		\$1,500.00	\$1,500.00	\$10,500.00	\$0.00	\$10,500.00
50039	Axon Interview - Client Software - Maint. Per Touch Panel	7	60		\$28.21	\$28.21	\$11,848.20	\$0.00	\$11,848.20
50045	Axon Evidence - Storage - Interview Room Unlimited	9	60		\$111.75	\$111.75	\$60,345.00	\$0.00	\$60,345.00
A la Carte Services									
50431	Axon Interview - Installation - IO Additional LED	1	1		\$500.00	\$500.00	\$500.00	\$0.00	\$500.00
50432	Axon Interview - Installation - IO Push Button	1	1		\$500.00	\$500.00	\$500.00	\$0.00	\$500.00
50430	Axon Interview - Installation - IO Module Cabinet 1 LED	1	1		\$1,000.00	\$1,000.00	\$1,000.00	\$0.00	\$1,000.00
85170	Axon Interview - Installation - Standard (Per Room)	8	1		\$5,000.00	\$5,000.00	\$40,000.00	\$0.00	\$40,000.00
A la Carte Warranties									
101648	Axon Interview - Ext Warranty - 5 Years	8	1		\$464.00	\$464.00	\$3,712.00	\$0.00	\$3,712.00
Total							\$164,780.80	\$0.00	\$164,780.80

Delivery Schedule

Hardware

Bundle	Item	Description	QTY	Shipping Location	Estimated Delivery Date
A la Carte	50118	Axon Interview - Mic - Wired (Standard Mic)	9	1	07/01/2027
A la Carte	50258	Axon Interview - IO Module Cabinet	1	1	07/01/2027
A la Carte	50265	Axon Interview - IO Red LED	1	1	07/01/2027
A la Carte	50267	Axon Interview - IO Module	1	1	07/01/2027
A la Carte	50298	Axon Interview - Camera - Overt Dome	9	1	07/01/2027
A la Carte	50322	Axon Interview - Touch Panel Pro	7	1	07/01/2027
A la Carte	50433	Axon Interview - IO Push Button	1	1	07/01/2027
A la Carte	74056	Axon Interview - Touch Panel Wall Mount	7	1	07/01/2027

Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
A la Carte	50037	Axon Interview - Client Software - Per Touch Panel-PC	7	08/01/2027	07/31/2032
A la Carte	50039	Axon Interview - Client Software - Maint. Per Touch Panel	7	08/01/2027	07/31/2032
A la Carte	50041	Axon Interview - Streaming Server License - Per Server	2	08/01/2027	07/31/2032
A la Carte	50043	Axon Interview - Streaming Server Maintenance - Per Server	2	08/01/2027	07/31/2032
A la Carte	50045	Axon Evidence - Storage - Interview Room Unlimited	9	08/01/2027	07/31/2032

Services

Bundle	Item	Description	QTY
A la Carte	50430	Axon Interview - Installation - IO Module Cabinet 1 LED	1
A la Carte	50431	Axon Interview - Installation - IO Additional LED	1
A la Carte	50432	Axon Interview - Installation - IO Push Button	1
A la Carte	85170	Axon Interview - Installation - Standard (Per Room)	8

Warranties

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
A la Carte	101648	Axon Interview - Ext Warranty - 5 Years	8		

Shipping Locations

Location Number	Street	City	State	Zip	Country
1	17535 Dartown Rd	Westfield	IN	46074-9081	USA

Payment Details

Jul 2027

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Installation Invoice	50258	Axon Interview - IO Module Cabinet	1	\$0.00	\$0.00	\$0.00
Installation Invoice	50265	Axon Interview - IO Red LED	1	\$0.00	\$0.00	\$0.00
Installation Invoice	50267	Axon Interview - IO Module	1	\$0.00	\$0.00	\$0.00
Installation Invoice	50430	Axon Interview - Installation - IO Module Cabinet 1 LED	1	\$1,000.00	\$0.00	\$1,000.00
Installation Invoice	50431	Axon Interview - Installation - IO Additional LED	1	\$500.00	\$0.00	\$500.00
Installation Invoice	50432	Axon Interview - Installation - IO Push Button	1	\$500.00	\$0.00	\$500.00
Installation Invoice	50433	Axon Interview - IO Push Button	1	\$0.00	\$0.00	\$0.00
Installation Invoice	85170	Axon Interview - Installation - Standard (Per Room)	8	\$40,000.00	\$0.00	\$40,000.00
Year 1	101648	Axon Interview - Ext Warranty - 5 Years	8	\$742.40	\$0.00	\$742.40
Year 1	50037	Axon Interview - Client Software - Per Touch Panel-PC	7	\$2,100.00	\$0.00	\$2,100.00
Year 1	50039	Axon Interview - Client Software - Maint. Per Touch Panel	7	\$2,369.64	\$0.00	\$2,369.64
Year 1	50041	Axon Interview - Streaming Server License - Per Server	2	\$700.00	\$0.00	\$700.00
Year 1	50043	Axon Interview - Streaming Server Maintenance - Per Server	2	\$791.52	\$0.00	\$791.52
Year 1	50045	Axon Evidence - Storage - Interview Room Unlimited	9	\$12,069.00	\$0.00	\$12,069.00
Year 1	50118	Axon Interview - Mic - Wired (Standard Mic)	9	\$376.20	\$0.00	\$376.20
Year 1	50298	Axon Interview - Camera - Overt Dome	9	\$1,773.00	\$0.00	\$1,773.00
Year 1	50322	Axon Interview - Touch Panel Pro	7	\$3,544.80	\$0.00	\$3,544.80
Year 1	74056	Axon Interview - Touch Panel Wall Mount	7	\$89.60	\$0.00	\$89.60
Total				\$66,556.16	\$0.00	\$66,556.16

Jul 2028

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 2	101648	Axon Interview - Ext Warranty - 5 Years	8	\$742.40	\$0.00	\$742.40
Year 2	50037	Axon Interview - Client Software - Per Touch Panel-PC	7	\$2,100.00	\$0.00	\$2,100.00
Year 2	50039	Axon Interview - Client Software - Maint. Per Touch Panel	7	\$2,369.64	\$0.00	\$2,369.64
Year 2	50041	Axon Interview - Streaming Server License - Per Server	2	\$700.00	\$0.00	\$700.00
Year 2	50043	Axon Interview - Streaming Server Maintenance - Per Server	2	\$791.52	\$0.00	\$791.52
Year 2	50045	Axon Evidence - Storage - Interview Room Unlimited	9	\$12,069.00	\$0.00	\$12,069.00
Year 2	50118	Axon Interview - Mic - Wired (Standard Mic)	9	\$376.20	\$0.00	\$376.20
Year 2	50298	Axon Interview - Camera - Overt Dome	9	\$1,773.00	\$0.00	\$1,773.00
Year 2	50322	Axon Interview - Touch Panel Pro	7	\$3,544.80	\$0.00	\$3,544.80
Year 2	74056	Axon Interview - Touch Panel Wall Mount	7	\$89.60	\$0.00	\$89.60
Total				\$24,556.16	\$0.00	\$24,556.16

Jul 2029

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 3	101648	Axon Interview - Ext Warranty - 5 Years	8	\$742.40	\$0.00	\$742.40
Year 3	50037	Axon Interview - Client Software - Per Touch Panel-PC	7	\$2,100.00	\$0.00	\$2,100.00
Year 3	50039	Axon Interview - Client Software - Maint. Per Touch Panel	7	\$2,369.64	\$0.00	\$2,369.64
Year 3	50041	Axon Interview - Streaming Server License - Per Server	2	\$700.00	\$0.00	\$700.00

Jul 2029						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 3	50043	Axon Interview - Streaming Server Maintenance - Per Server	2	\$791.52	\$0.00	\$791.52
Year 3	50045	Axon Evidence - Storage - Interview Room Unlimited	9	\$12,069.00	\$0.00	\$12,069.00
Year 3	50118	Axon Interview - Mic - Wired (Standard Mic)	9	\$376.20	\$0.00	\$376.20
Year 3	50298	Axon Interview - Camera - Overt Dome	9	\$1,773.00	\$0.00	\$1,773.00
Year 3	50322	Axon Interview - Touch Panel Pro	7	\$3,544.80	\$0.00	\$3,544.80
Year 3	74056	Axon Interview - Touch Panel Wall Mount	7	\$89.60	\$0.00	\$89.60
Total				\$24,556.16	\$0.00	\$24,556.16

Jul 2030						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 4	101648	Axon Interview - Ext Warranty - 5 Years	8	\$742.40	\$0.00	\$742.40
Year 4	50037	Axon Interview - Client Software - Per Touch Panel-PC	7	\$2,100.00	\$0.00	\$2,100.00
Year 4	50039	Axon Interview - Client Software - Maint. Per Touch Panel	7	\$2,369.64	\$0.00	\$2,369.64
Year 4	50041	Axon Interview - Streaming Server License - Per Server	2	\$700.00	\$0.00	\$700.00
Year 4	50043	Axon Interview - Streaming Server Maintenance - Per Server	2	\$791.52	\$0.00	\$791.52
Year 4	50045	Axon Evidence - Storage - Interview Room Unlimited	9	\$12,069.00	\$0.00	\$12,069.00
Year 4	50118	Axon Interview - Mic - Wired (Standard Mic)	9	\$376.20	\$0.00	\$376.20
Year 4	50298	Axon Interview - Camera - Overt Dome	9	\$1,773.00	\$0.00	\$1,773.00
Year 4	50322	Axon Interview - Touch Panel Pro	7	\$3,544.80	\$0.00	\$3,544.80
Year 4	74056	Axon Interview - Touch Panel Wall Mount	7	\$89.60	\$0.00	\$89.60
Total				\$24,556.16	\$0.00	\$24,556.16

Jul 2031						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 5	101648	Axon Interview - Ext Warranty - 5 Years	8	\$742.40	\$0.00	\$742.40
Year 5	50037	Axon Interview - Client Software - Per Touch Panel-PC	7	\$2,100.00	\$0.00	\$2,100.00
Year 5	50039	Axon Interview - Client Software - Maint. Per Touch Panel	7	\$2,369.64	\$0.00	\$2,369.64
Year 5	50041	Axon Interview - Streaming Server License - Per Server	2	\$700.00	\$0.00	\$700.00
Year 5	50043	Axon Interview - Streaming Server Maintenance - Per Server	2	\$791.52	\$0.00	\$791.52
Year 5	50045	Axon Evidence - Storage - Interview Room Unlimited	9	\$12,069.00	\$0.00	\$12,069.00
Year 5	50118	Axon Interview - Mic - Wired (Standard Mic)	9	\$376.20	\$0.00	\$376.20
Year 5	50298	Axon Interview - Camera - Overt Dome	9	\$1,773.00	\$0.00	\$1,773.00
Year 5	50322	Axon Interview - Touch Panel Pro	7	\$3,544.80	\$0.00	\$3,544.80
Year 5	74056	Axon Interview - Touch Panel Wall Mount	7	\$89.60	\$0.00	\$89.60
Total				\$24,556.16	\$0.00	\$24,556.16

Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing.

Standard Terms and Conditions

Axon Enterprise Inc. Sales Terms and Conditions

Axon Master Services and Purchasing Agreement:

This Quote is governed by the Master Services and Purchasing Agreement executed by the Parties on October 28, 2024.

ACEIP: The Axon Customer Experience Improvement Program Appendix, which includes the sharing of de-identified segments of Agency Content with Axon to develop new products and improve your product experience (posted at www.axon.com/legal/sales-terms-and-conditions), is incorporated herein by reference. By signing below, you agree to the terms of the Axon Customer Experience Improvement Program.

Acceptance of Terms:

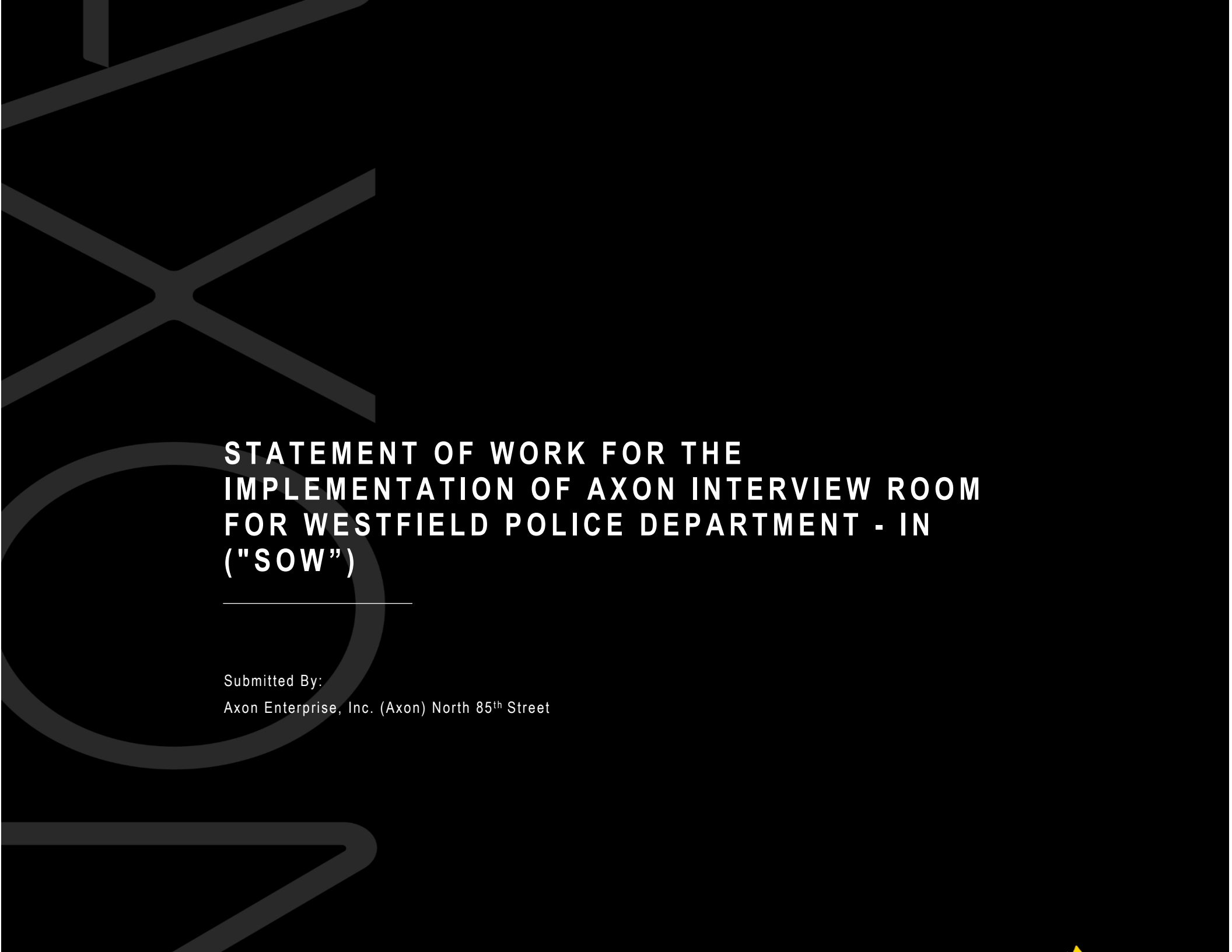
Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

Signature

Date Signed

7/22/2026





STATEMENT OF WORK FOR THE IMPLEMENTATION OF AXON INTERVIEW ROOM FOR WESTFIELD POLICE DEPARTMENT - IN ("SOW")

Submitted By:

Axon Enterprise, Inc. (Axon) North 85th Street



1. PROJECT OVERVIEW:

1.1 SOFTWARE

The hardware and software detailed in this SOW includes, the listed functionality.

- ▶ Axon Interview Room

1.2 DEFINITIONS

TERM	DEFINITION
PARTIES	
Agency	Westfield Police Department - IN who is identified within this SOW
End-Users	Specific Agency groups that will use the system
Professional Services	The services that Axon will provide within the scope of this SOW
SYSTEMS	
Axon Systems	Software solutions and Agency specific integrations developed by Axon
CJIS	The Federal Bureau of Investigation's Criminal Justice Information System
NCIC	National Crime Information Center
Product	The hardware and software solution being implemented as part of this SOW
Production Environment	The operational environment where the Product will be accessed
PROJECT & MILESTONES	
Project	Scope of this SOW as defined by the work to be completed described herein
Project Change Order (PCO)	Change order form outlined in Attachment B to be executed between Axon and Agency if a material change in scope is required to this SOW
ACCEPTANCE	
Blocker	Issue impacting 50% or more users
Functional Acceptance Testing	Testing the functionality of the system as configured for Agency



1.3 OUT OF PROJECT SCOPE

Axon is only responsible for performing the Professional Services described within this SOW. Any additional Professional Services that are not defined explicitly by this SOW shall be done so through a Project Change Order. The following are considered outside the scope of this Project:

- ▶ Administration, management, or support of any internal City, County, State, Federal or Agency IT network or infrastructure
- ▶ Third Party Products and Services costs related to the vendors or Agency's cost of implementing the vendors or Agency's side of the integration
- ▶ Changes made by Agency or Agency's vendors



2. PROFESSIONAL SERVICES:

2.1 GENERAL

- ▶ Axon will provide a project manager throughout entire project.

2.2 HARDWARE

2.2.1

- ▶ will supply Servers.
 - o If agency grants access, Axon will unbox and rack servers.
 - o Agency will ensure servers are powered on with Windows installed prior to Install date.
 - o Agency may setup server per agencies standards for things such as, joining to the domain, antivirus, firewalls, etc, so long as they do not degrade operations of Interview Server(s)
 - o Agency will provide onsite and remote access to Interview Server(s) as required by Axon installers. Axon will then configure the Interview Server(s).
- ▶ Agency will configure all network equipment.
- ▶ Agency will prepare all rooms prior to installation.
 - o Removing all evidence from room.
 - o Removal of existing video solution. Axon will work on installation timing with Agency to ensure an adequate number of rooms are available when possible.





2.3 INTERVIEW SOFTWARE

- ▶ Agency will ensure an appropriate resource is available to configure/troubleshoot network communications between onsite Interview Hardware. Agency will also assist in configure/troubleshoot connection to Axon Evidence.
- ▶ Agency may setup server per agencies standards for things such as, joining to the domain, antivirus, firewalls, etc, so long as they do not degrade operations of Interview Server(s)
- ▶ Axon will install Axon Interview Server Application, Agency may be required to provide appropriate permissions/credentials.
- ▶ Axon will install and configure Touch Panel Software.

2.4 READINESS

- ▶ Axon will supply Agency with copy of current QA/Testing Checklist.
- ▶ Axon will complete QA/Testing Checklist per room consisting of:
 - o Hardware Wiring
 - o Hardware Mounting
 - o Hardware Functionality
 - o Firmware Updates
 - o Software Install and Configuration
 - o Functional Test of all features

2.6 TRAINING

- ▶ Axon will provide training materials that may be used by agency. Training materials will be customized for agencies environment where applicable.
- ▶ Agency will provide facilities and equipment for conducting the Training.
- ▶ Train the Trainer: Axon will provide session(s), materials and support allowing Agency's in-house trainers to conduct their own Training. Agency is responsible for updating all Training materials after final acceptance.



3. PROJECT MANAGEMENT:

3.1 MANAGEMENT RESOURCES

- ▶ Both Parties will assign a Point of Contact, Project Manager, or Project Coordinator to ensure completion of deliverables.
- ▶ Axon's Project Coordinator will ensure all team members from Axon and Agency are continually updated on the status of the Project.

3.2 REQUIREMENTS PLANNING

- ▶ All Proposed Project timelines will be documented during Project Management Kickoff call.
- ▶ Once all requirements are agreed to, Axon's Project Coordinator will work with Agency's Project Manager to develop a Project plan for Axon's implementation.

3.3 CHANGE CONTROL

- ▶ If any changes in the Project cause a material increase or decrease in fees, as determined by Axon, an adjustment in the fees will be agreed upon and included in a signed PCO form.
- ▶ Agency acknowledges a proposed change request might have an impact on both scheduling and cost for the Project that will be outlined in the PCO form.



4. AGENCY COMMITMENTS:

- ▶ Ensure the reasonable availability for meetings, phone or email of knowledgeable staff and personnel to provide timely and accurate documentation and information to Axon.
- ▶ Identify holidays, non-workdays or major events that may impact the Project.
- ▶ Ensure Agency desktop or mobile systems and devices can access the Product.
- ▶ Make available relevant systems if needed for assessment by Axon (including making these systems available to Axon via remote access if possible).
- ▶ Technical Systems Requirements



5. SUPPORT:

- ▶ Axon will provide on-site installer/trainer support as part of project.
- ▶ The Product undergoes updates and enhancements which Agency will automatically receive.
- ▶ Axon will provide Agency's End Users access to the help.axon.com support portal to submit and review service tickets.
- ▶ For Technical Support assistance, Agency may contact a Technical Support representative at 800-978-2737, or via email at Support@Axon.com. Online, email-based support and remote-location troubleshooting are included on an ongoing basis as part of Agency's investment in the Axon ecosystem. Phone support is available 24/7.



6. TERMS AND CONDITIONS:

This SOW is governed by the Master Services and Purchasing Agreement executed by the Parties.

AXON ENTERPRISE, INC.

Signature: _____

Name: _____

Title: _____

Date: _____

AGENCY

Signature: _____

Name: _____

Title: _____

Date: _____



ATTACHMENT B - PROJECT CHANGE ORDER TEMPLATE

Date:
Axon Product or Service:
Change Order Details

AXON ENTERPRISE, INC.

AGENCY

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

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

DEED: Deed recorded as/at CQC 200200092941 (TRACT 1), recorded
12/03/2002 in the office of the Recorder of Hamilton County, Indiana

Project Information:

Project Name 16409 Little Eagle Creek Project Sanitary System

Job # _____ Easement # E-SMA0602266600-2

State Parcel # 29-09-08-000-008.002-015

County Parcel # 08-09-08-00-00-008.002

Hamilton

County

Washington

Township

UTILITY EASEMENT AGREEMENT

This UTILITY EASEMENT AGREEMENT (the "**Agreement**") is made and entered into
this ____ day of _____, ____ by and between _____

_____, and _____ heirs, successors and
assigns (collectively, the "**Grantor**"), and CITIZENS WASTEWATER OF WESTFIELD, LLC,
and its successors and assigns (collectively, the "**Grantee**"). In consideration of the sum of \$10.00
and other good and valuable consideration, the receipt of which is hereby acknowledged, Grantor
and Grantee hereby agree as follows:

1. Grant of Utility Easement: Grantor hereby grants and conveys to Grantee a
perpetual non-exclusive easement and right of way in, on, along, under and over that certain real
property of Grantor being more particularly described in the attached Exhibit A (the "**Easement
Property**") to: (a) enter upon and, at Grantee's sole cost, to survey, construct, install, operate, use,
maintain, test, inspect, modify, change the size of, replace, renew, relocate, re-construct, and
remove improvements related to Grantee's operation of a water, sanitary sewer, natural gas or other

regulated utility service system (the "**System**"), together with all necessary and convenient valves, drips, service pipes, markers, lines, equipment (including, without limitation, corrosion control equipment), appurtenances, appurtenant structures, and connections attached thereto (collectively, the "**Utility Facilities**"); (b) operate, maintain and replace the Utility Facilities in, on, along, under and over the Easement Property; and (c) remove, cut and trim trees, bushes, saplings and vegetation growing upon the Easement Property, and to otherwise remove any and all obstructions insofar as it may reasonably be necessary to do so in the construction of, and in the prudent, safe, secure and efficient operation of the System. Notwithstanding the Grantee's rights of removal under Section 1(c), Grantee shall replace or repair, but shall thereafter have no ongoing maintenance obligation over, any driveways, curbs, landscaping, sidewalks, pavement or parking spaces installed by Grantor in accordance with Section 2(a) if damaged by Grantee in the exercise of its rights under Section 1(c). Grantor further grants to Grantee, and Grantee's employees, agents, and representatives, all reasonable rights of ingress, egress and regress, from time to time, on, across, to and from the Easement Property and adjoining lands of Grantor for access to the Utility Facilities and the use and enjoyment of the Easement Property as permitted by this Agreement; provided that the foregoing access rights shall be exercised and used in such a manner as not to cause unreasonable damage, destruction or interference with Grantor's access across, to and from the Easement Property.

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

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

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

3. Maintenance; Surface Use, Restoration:

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

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

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

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

are caused by the acts or omissions of Grantee in the exercise of its rights under this Agreement.

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

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

7. Cross-Reference: In accordance with Indiana Code §32-23-2-5, the original recorded plat is recorded as _____ recorded on _____ in the office of the Recorder of Hamilton County, Indiana. The most recent deed of record by which Grantor holds title to the Easement Property is CQC 200200092941 (TRACT 1) recorded on 12/03/2002 _____ in the office of the Recorder of Hamilton County, Indiana.

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

If to Grantor:

If to Grantee:

Citizens Wastewater of Westfield, LLC

2020 N. Meridian St.

Indianapolis, IN 46202

Attn: Legal Dept

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

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

[Signatures appear on the following pages.]

Legal Entity (if applicable): _____

By: _____

Printed: _____

Title: _____

STATE OF _____)
) ss: COUNTY OF _____)

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

NOTARY PUBLIC

PRINTED NAME

My Commission expires _____

My County of Residence is _____

Utility Easement Agreement Dated _____

[Signatures continue on the following page.]

GRANTEE

Citizens Wastewater of Westfield, LLC

By: _____

Printed: Edward J. Bukovac

Title: Vice President

STATE OF _____)
) ss:
COUNTY OF _____)

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

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

NOTARY PUBLIC

PRINTED NAME

My Commission expires _____

My County of Residence is _____

Utility Easement Agreement Dated _____.

This instrument prepared by _____. I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security Number in this document, unless required by law.

EXHIBIT A

TO UTILITY EASEMENT AGREEMENT

DATED _____

Legal Description – Easement Property

EASEMENT EXHIBIT A

WESTFIELD

E-SMA0602266600-2

20' NON-EXCLUSIVE SANITARY SEWER EASEMENT

OWNER: TOWN OF WESTFIELD

PARCEL NO: 08-09-08-00-00-008.002

ADDRESS: 0 LITTLE EAGLE CREEK AVE

DEED: CQC 200200092941 (TRACT 1), DATED 12/03/2002

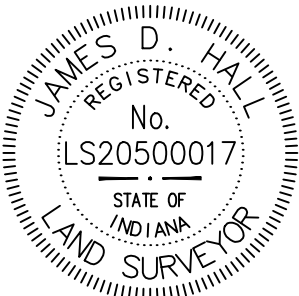
DESCRIPTION

A NON-EXCLUSIVE EASEMENT FOR SANITARY SEWER, BEING 20 FEET IN WIDTH AS MEASURED EASTWARDLY FROM THE EXISTING RIGHT-OF-WAY LINE OF LITTLE EAGLE CREEK AVENUE, SAID RIGHT-OF-WAY LINE BEING UPON THE TOWN OF WESTFIELD PROPERTY AS DESCRIBED IN A CORPORATE QUIT CLAIM DEED, INSTRUMENT NO. 200200092941 (TRACT 1), DATED 12/03/2002 IN THE RECORDERS OFFICE OF HAMILTON COUNTY INDIANA AND FURTHER BEING DESCRIBED AS FOLLOWS, TO WIT:

COMMENCING AT THE SOUTHWEST CORNER OF SAID TOWN OF WESTFIELD PROPERTY (TRACT 1), RUN THENCE NORTH 88 DEGREES 54 MINUTES 49 SECONDS EAST, 17.07 FEET TO THE INTERSECTION OF SAID EAST RIGHT-OF-WAY LINE AND THE POINT OF BEGINNING OF THE HEREIN DESCRIBED LINE; THENCE ALONG SAID RIGHT-OF-WAY LINE, NORTH 13 DEGREES 47 MINUTES 40 SECONDS EAST, 403.36 FEET; THENCE NORTH 13 DEGREES 00 MINUTES 30 SECONDS EAST, 7.06 FEET TO THE INTERSECTION WITH THE NORTH LINE OF THE TOWN OF WESTFIELD PROPERTY, BEING NORTH 89 DEGREES 24 MINUTES 31 SECONDS EAST, 16.98 FEET FROM THE NORTHWEST CORNER THEREOF AND THE TERMINUS OF THIS EASEMENT DESCRIPTION. THE SIDELINE OF WHICH TO BE EXTENDED OR SHORTENED TO INTERSECT SAID NORTH AND SOUTH PROPERTY LINES.

I THE UNDERSIGNED HEREBY CERTIFY THAT THIS DESCRIPTION WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION ON 07/09/2026, FOR THIS SPECIFIC PROJECT AT THE CLIENTS REQUEST.

Filename: C:\Civil 3D Projects\2026\26-020 Little Eagle creek LPS\26-020 Little Eagle Creek LPS.dwg - User: 13176 - Jul 09, 2026 - 5:19pm Copyright ©by J D Hall Land Surveying, 2026



[Signature]
P.S. LS20500017

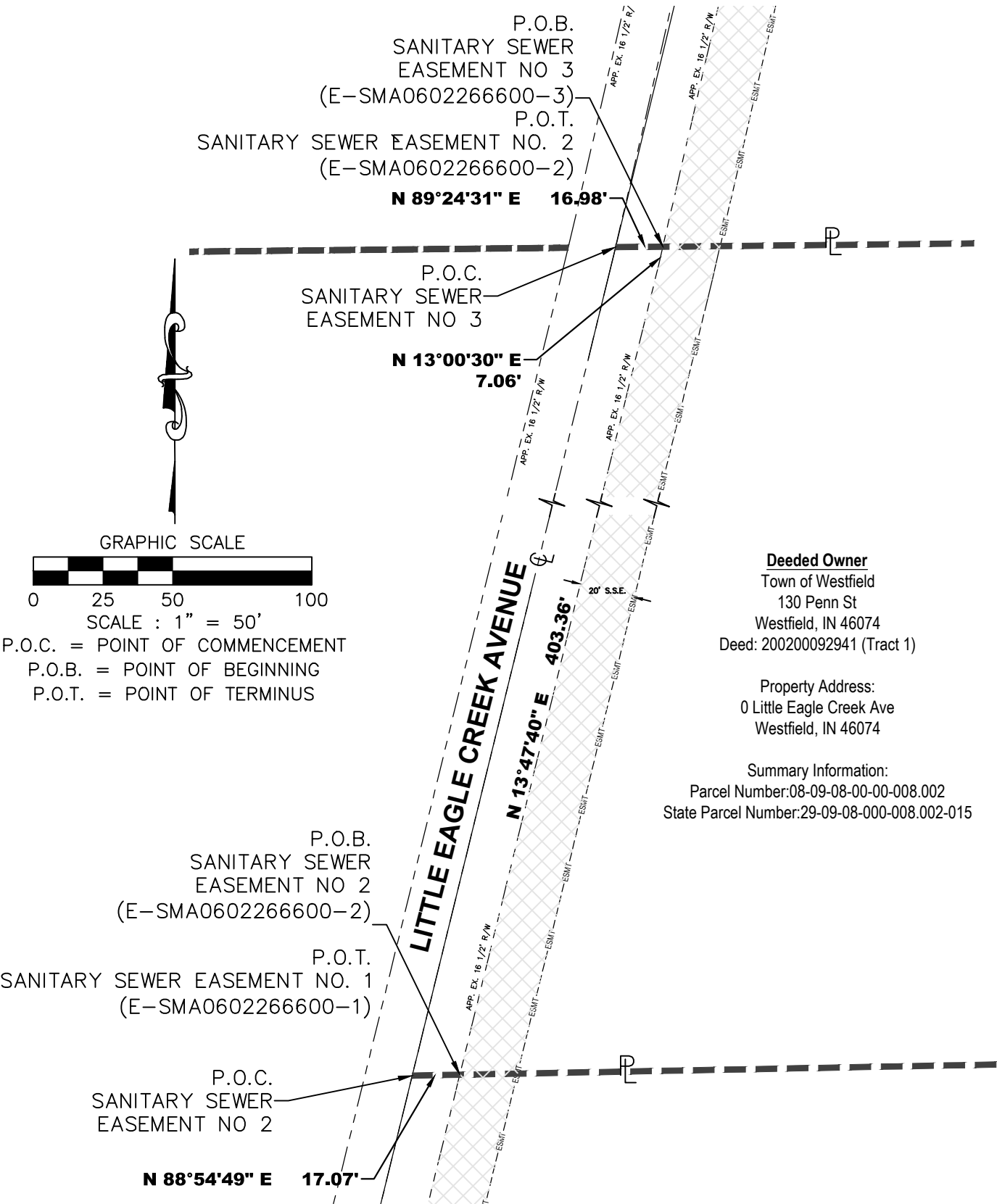
07/09/26

DATE:

1	JD HALL LAND SURVEYING A VETERAN OWNED SMALL BUSINESS						26-020	
	OFFICE: 803 S. OHIO ST SHERIDAN, IN 46069 Ph. 317-800-8632 alandsurveyor@ yahoo.com	DWG: JDH CHK: JDH DATE: 07/09/26 FB: FIELD WORK:	PART OF THE NW QUARTER OF SECTION 8, TOWNSHIP 18 NORTH, RANGE 3 EAST WASHINGTON TOWNSHIP HAMILTON COUNTY, INDIANA					
			NO.	DATE	DESCRIPTION	BY		

EASEMENT EXHIBIT B

WESTFIELD
E-SMA0602266600-2
20' NON-EXCLUSIVE SANITARY SEWER EASEMENT
OWNER: TOWN OF WESTFIELD
DEED: CQC 200200092941 (TRACT 1), DATED 12/03/2002



Deeded Owner
Town of Westfield
130 Penn St
Westfield, IN 46074
Deed: 200200092941 (Tract 1)

Property Address:
0 Little Eagle Creek Ave
Westfield, IN 46074

Summary Information:
Parcel Number:08-09-08-00-00-008.002
State Parcel Number:29-09-08-000-008.002-015



[Signature]
R.L.S. # LS20500017

07/09/26

DATE:



JD HALL LAND SURVEYING

A VETERAN OWNED SMALL BUSINESS

OFFICE:
803 S. OHIO ST
SHERIDAN, IN 46069
Ph. 317-800-8632
alandsurveyor@
yahoo.com

DWG: JDH
CHK: JDH
DATE: 07/09/26
FB:
FIELD WORK:

PART OF THE NW QUARTER OF
SECTION 8, TOWNSHIP 18 NORTH,
RANGE 3 EAST

WASHINGTON TOWNSHIP
HAMILTON COUNTY, INDIANA

NO.	DATE	DESCRIPTION	BY
-----	------	-------------	----

2

26-020

DEED: Deed recorded as/at CQC 200200092941 (TRACT 2), recorded 12/03/2002 in the office of the Recorder of Hamilton County, Indiana

regulated utility service system (the "**System**"), together with all necessary and convenient valves, drips, service pipes, markers, lines, equipment (including, without limitation, corrosion control equipment), appurtenances, appurtenant structures, and connections attached thereto (collectively, the "**Utility Facilities**"); (b) operate, maintain and replace the Utility Facilities in, on, along, under and over the Easement Property; and (c) remove, cut and trim trees, bushes, saplings and vegetation growing upon the Easement Property, and to otherwise remove any and all obstructions insofar as it may reasonably be necessary to do so in the construction of, and in the prudent, safe, secure and efficient operation of the System. Notwithstanding the Grantee's rights of removal under Section 1(c), Grantee shall replace or repair, but shall thereafter have no ongoing maintenance obligation over, any driveways, curbs, landscaping, sidewalks, pavement or parking spaces installed by Grantor in accordance with Section 2(a) if damaged by Grantee in the exercise of its rights under Section 1(c). Grantor further grants to Grantee, and Grantee's employees, agents, and representatives, all reasonable rights of ingress, egress and regress, from time to time, on, across, to and from the Easement Property and adjoining lands of Grantor for access to the Utility Facilities and the use and enjoyment of the Easement Property as permitted by this Agreement; provided that the foregoing access rights shall be exercised and used in such a manner as not to cause unreasonable damage, destruction or interference with Grantor's access across, to and from the Easement Property.

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

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

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

3. Maintenance; Surface Use, Restoration:

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

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

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

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

are caused by the acts or omissions of Grantee in the exercise of its rights under this Agreement.

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

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

7. Cross-Reference: In accordance with Indiana Code §32-23-2-5, the original recorded plat is recorded as _____ recorded on _____ in the office of the Recorder of Hamilton County, Indiana. The most recent deed of record by which Grantor holds title to the Easement Property is CQC 200200092941 (TRACT 2) recorded on 12/03/2002 _____ in the office of the Recorder of Hamilton County, Indiana.

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

If to Grantor:

If to Grantee:

Citizens Wastewater of Westfield, LLC

2020 N. Meridian St.

Indianapolis, IN 46202

Attn: Legal Dept

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

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

[Signatures appear on the following pages.]

Legal Entity (if applicable): _____

By: _____

Printed: _____

Title: _____

STATE OF _____)
) ss: COUNTY OF _____)

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

PRINTED NAME

My Commission expires _____

My County of Residence is _____

Utility Easement Agreement Dated _____

[Signatures continue on the following page.]

GRANTEE

Citizens Wastewater of Westfield, LLC

By: _____

Printed: Edward J. Bukovac

Title: Vice President

STATE OF _____)
) ss:
COUNTY OF _____)

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

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

NOTARY PUBLIC

PRINTED NAME

My Commission expires _____

My County of Residence is _____

Utility Easement Agreement Dated _____.

This instrument prepared by _____. I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security Number in this document, unless required by law.

EXHIBIT A

TO UTILITY EASEMENT AGREEMENT

DATED _____

Legal Description – Easement Property

EASEMENT EXHIBIT A

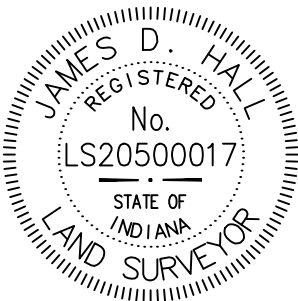
WESTFIELD
E-SMA0602266600-1
20' NON-EXCLUSIVE SANITARY SEWER EASEMENT
OWNER: TOWN OF WESTFIELD
PARCEL NO: 08-09-08-00-00-008.003
ADDRESS: 16301 LITTLE EAGLE CREEK AVE
DEED: CQC 200200092941 (TRACT 2), DATED 12/03/2002

DESCRIPTION
A NON-EXCLUSIVE EASEMENT FOR SANITARY SEWER, BEING 20 FEET IN WIDTH AS MEASURED EASTWARDLY FROM THE EXISTING RIGHT-OF-WAY LINE OF LITTLE EAGLE CREEK AVENUE, SAID RIGHT-OF-WAY LINE BEING UPON OF THE TOWN OF WESTFIELD PROPERTY AS DESCRIBED IN A CORPORATE QUIT CLAIM DEED, INSTRUMENT NO. 200200092941 (TRACT 2), DATED 12/03/2002 IN THE RECORDERS OFFICE OF HAMILTON COUNTY INDIANA AND FURTHER BEING DESCRIBED AS FOLLOWS, TO WIT:

COMMENCING AT A POINT OF INTERSECTION OF THE EXISTING CENTERLINE OF LITTLE EAGLE CREEK AVENUE AND THE NORTH LINE OF A 30 FOOT PERMANENT SEWER EASEMENT AS DEPICTED ON A RECORDED SURVEY (INSTRUMENT NO. 1996032464) IN SAID RECORDERS OFFICE , SAID POINT ALSO BEING NORTH 10 DEGREES 03 MINUTES 14 SECONDS EAST, 57.22 FEET, MORE OR LESS, FROM THE SOUTHWEST CORNER IS SAID PROPERTY; RUN THENCE SOUTH 86 DEGREES 31 MINUTES 41 SECONDS EAST, ALONG THE NORTH LINE OF SAID 30 FOOT EASEMENT, 16.77 FEET, TO THE INTERSECTION WITH SAID EAST RIGHT-OF-WAY LINE BEING THE POINT OF BEGINNING OF THE HEREIN EASEMENT DESCRIPTION; THENCE ALONG SAID EXISTING RIGHT-OF-WAY LINE, NORTH 13 DEGREES 47 MINUTES 40 SECONDS EAST, 541.95 FEET TO THE INTERSECTION WITH THE NORTH LINE OF THE TOWN OF WESTFIELD PROPERTY, BEING NORTH 88 DEGREES 54 MINUTES 49 SECONDS EAST, 17.07 FEET FROM THE NORTHWEST CORNER THEREOF AND THE TERMINUS OF THIS EASEMENT DESCRIPTION.

THE SIDELINE OF WHICH TO BE EXTENDED OR SHORTENED TO INTERSECT SAID NORTH PROPERTY LINE AND THE 30 FOOT EASEMENT LINE.

I THE UNDERSIGNED HEREBY CERTIFY THAT THIS DESCRIPTION WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION ON 07/09/2026, FOR THIS SPECIFIC PROJECT AT THE CLIENTS REQUEST.



[Signature]
P.S. LS20500017

07/09/26
DATE:

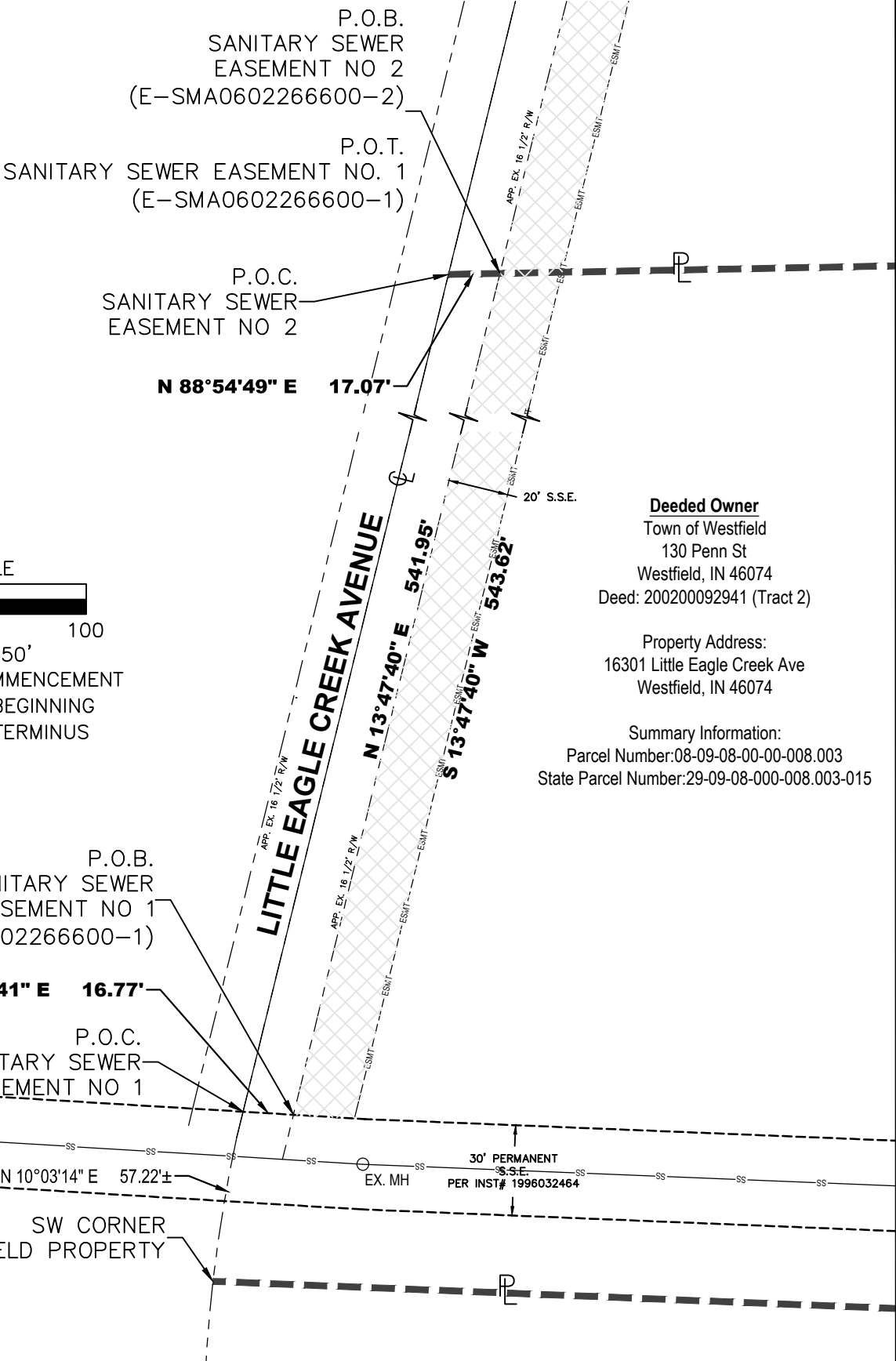


1	JD HALL LAND SURVEYING A VETERAN OWNED SMALL BUSINESS						26-020
	OFFICE: 803 S. OHIO ST SHERIDAN, IN 46069 Ph. 317-800-8632 alandsurveyor@ yahoo.com	DWG: JDH CHK: JDH DATE: 07/09/26 FB: FIELD WORK:	PART OF THE NW QUARTER OF SECTION 8, TOWNSHIP 18 NORTH, RANGE 3 EAST WASHINGTON TOWNSHIP HAMILTON COUNTY, INDIANA				
			NO.	DATE	DESCRIPTION	BY	

Filename: C:\Civil 3D Projects\2026\26-020 Little Eagle creek LPS\26-020 Little Eagle Creek LPS.dwg - User: 13176 - Jul 09, 2026 - 5:13pm Copyright © by J D Hall Land Surveying, 2026

EASEMENT EXHIBIT B

WESTFIELD
E-SMA0602266600-1
20' NON-EXCLUSIVE SANITARY SEWER EASEMENT
OWNER: TOWN OF WESTFIELD
DEED: CQC 200200092941 (TRACT 2), DATED 12/03/2002



Deeded Owner
Town of Westfield
130 Penn St
Westfield, IN 46074
Deed: 200200092941 (Tract 2)

Property Address:
16301 Little Eagle Creek Ave
Westfield, IN 46074

Summary Information:
Parcel Number:08-09-08-00-00-008.003
State Parcel Number:29-09-08-000-008.003-015

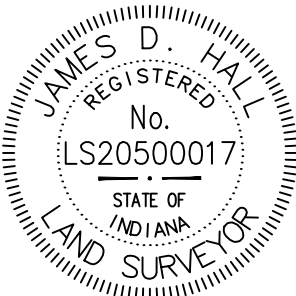
P.O.B.
SANITARY SEWER
EASEMENT NO 1
(E-SMA0602266600-1)

S 86°31'41" E 16.77'

P.O.C.
SANITARY SEWER
EASEMENT NO 1

N 10°03'14" E 57.22±

SW CORNER
TOWN OF WESTFIELD PROPERTY



[Signature]
R.L.S. # LS20500017

07/09/26
DATE:



JD HALL LAND SURVEYING

A VETERAN OWNED SMALL BUSINESS

OFFICE:
803 S. OHIO ST
SHERIDAN, IN 46069
Ph. 317-800-8632
alandsurveyor@
yahoo.com

DWG: JDH
CHK: JDH
DATE: 07/09/26
FB:
FIELD WORK:

PART OF THE NW QUARTER OF
SECTION 8, TOWNSHIP 18 NORTH,
RANGE 3 EAST

WASHINGTON TOWNSHIP
HAMILTON COUNTY, INDIANA

NO.	DATE	DESCRIPTION	BY
-----	------	-------------	----

26-020

2

SUBMITTED TO:

City of Westfield

Mr Michael Pearce
Director of Engineering
2706 E 171st St
Westfield, IN 46074

REGARDING:

ADA Transition Plan Update

August 20, 2026

OVERVIEW:

Municipalities throughout the State of Indiana are required to maintain a current ADA Transition Plan, complete with inventory of all known deficiencies. Westfield has an adopted plan in place; however, the plan requires regular updates to comply with INDOT guidance for funding eligibility. This proposal defines the scope of work for our firm to provide consulting services to assist the City with a pedestrian access route inventory and condition-rating update to support the City's ADA Transition Plan.

We thank you for the opportunity to submit this proposal. Should the City of Westfield find this proposal favorable, please sign and return one executed copy to our office. Also, please do not hesitate to call with any questions that you may have.

Sincerely,



Derek Frederickson, PE
Principal, Director of Municipal Services
Derek@eri.consulting
260-451-9720



ENGINEERING
RESOURCES, INC.

4175 New Vision Drive
Fort Wayne, IN 46845

www.eri.consulting

SHORT FORM OF AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES

This is an Agreement between City of Westfield, Indiana (Owner) and Engineering Resources, Inc. (Engineer).

Owner's Project, of which Engineer's services under this Agreement are a part, is generally identified as 2026 ADA Transition Plan Updates (Project).

Engineer's services under this Agreement (Services) are generally identified as: See "Scope of Engineering Services", Attachment A.

Owner and Engineer further agree as follows:

1.01 Services of Engineer

- A. Engineer shall provide or furnish the Services set forth in this Agreement, and any Additional Services authorized by Owner and consented to by Engineer.
- B. **Nondiscrimination.** In connection with the performance of this Agreement, Engineer shall not discriminate against any employee, applicant for employment, and/or other person in the subcontracting and/or performance of the Services with respect to hire, tenure, terms, conditions, or privileges of employment or any matter directly or indirectly related to employment, because of race, age, color, religion, sex, disability, national origin, or ancestry. No notice or cure period shall apply with respect to the obligation of Engineer under this Section, and a default under this Section shall be an immediate event of default.
- C. **Debarment.** Engineer certifies, by entering into this Agreement, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from or ineligible for participation in any federal assistance program by any federal department or agency, or by any department, agency or political subdivision of the State of Indiana (the "State"). The term "principal" for purposes of this Agreement means an officer, director, owner, partner, key employee, or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of Engineer. Engineer certifies, by entering into this Agreement, that it does not engage in investment activities in Iran as more particularly described in Indiana Code § 5-22-16.5. Engineer shall provide immediate written notice to City if, at any time after entering into this Agreement, Engineer learns that its certifications were erroneous when submitted, or Engineer is debarred, suspended, proposed for debarment, declared ineligible, has been included on a list or received notice of intent to include on a list created pursuant to Indiana Code § 5-22-16.5, or voluntarily excluded from or becomes ineligible for participation in any federal assistance program. Any such event shall be cause for termination of this Agreement as provided herein. Engineer shall not subcontract with any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in any federal assistance programs by any federal department or agency, or by any department, agency, or political subdivision of the State.
- D. **Compliance with E-Verify.** Pursuant to Indiana Code Title 22, Article 5, Chapter 1.7 or such successor provisions, the Engineer shall enroll in and verify the work eligibility status of all

newly hired employees of Engineer through the E-Verify Program (the "Program"). The Engineer is not required to verify the work eligibility status of all newly hired employees through the Program if the Program no longer exists. Further, the Engineer must execute an affidavit which affirms that the Engineer does not knowingly employ an unauthorized alien and confirms the Engineer's enrollment in the Program, unless the Program no longer exists. The Engineer must file such executed affidavit with Owner prior to the execution of this Agreement. This Agreement shall not be deemed fully executed until such affidavit is delivered to City.

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

2.01 Owner's Responsibilities

- A. Owner shall provide Engineer with existing Project-related information and data in Owner's possession and needed by Engineer for performance of Engineer's Services. Owner will advise the Engineer of Project-related information and data known to Owner but not in Owner's possession. Engineer may use and rely upon Owner-furnished information and data in performing its Services, subject to any express limitations applicable to the furnished items.
1. Following Engineer's assessment of initially-available Project information and data, and upon Engineer's request, Owner shall obtain, furnish, or otherwise make available (if necessary through retention of specialists or consultants) such additional Project-related information and data as is reasonably required to enable Engineer to complete its Services; or, with consent of Engineer, Owner may authorize the Engineer to obtain or provide all or part of such additional information and data as Additional Services.
- B. Owner shall provide necessary direction and make decisions, including prompt review of Engineer's submittals, and carry out its other responsibilities in a timely manner so as not to delay Engineer's performance. Owner shall give prompt notice to Engineer whenever Owner observes or otherwise becomes aware of (1) any relevant, material defect or nonconformance in Engineer's Services, or (2) any development that affects the scope or time of performance of Engineer's Services.

3.01 Schedule for Rendering Services

- A. Engineer shall complete its Services within the following specific time period: as identified in "Scope of Engineering Services", Attachment A. If no specific time period is indicated, Engineer shall complete its Services within a reasonable period of time.
- B. If, through no fault of Engineer, such periods of time or dates are changed, or the orderly and continuous progress of Engineer's Services is impaired, or Engineer's Services are delayed or suspended, then the time for completion of Engineer's Services, and the rates and amounts of Engineer's compensation, shall be adjusted equitably.

4.01 Invoices and Payments

- A. Invoices: Engineer shall prepare invoices in accordance with its standard invoicing practices and submit the invoices to Owner on a monthly basis. Invoices are due and payable within 30 days of receipt.
- B. Payment: As compensation for Engineer providing or furnishing Services and Additional Services, Owner shall pay Engineer as set forth in this Paragraph 4.01, Invoices and Payments. If Owner disputes an invoice, either as to amount or entitlement, then Owner shall promptly advise Engineer in writing of the specific basis for doing so, may withhold only that portion so disputed, and must pay the undisputed portion.
- C. Failure to Pay: If Owner fails to make any payment due Engineer for Services, Additional Services, and expenses within 30 days after receipt of Engineer's invoice, then ~~(1) the amounts due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day; (2) in addition~~ Engineer may, after giving 7 days' written notice to Owner, suspend Services under this Agreement until Engineer has been paid in full all amounts due for Services, Additional Services, expenses, and other related charges, and in such case Owner waives any and all claims against Engineer for any such suspension; and ~~(3) if any payment due Engineer remains unpaid after 90 days,~~ Engineer may terminate the Agreement for cause pursuant to Paragraph 5.01.A.2.
- D. Reimbursable Expenses: Engineer is entitled to reimbursement of expenses only if so indicated in Paragraph 4.01.E or 4.01.F. If so entitled, and unless expressly specified otherwise, the amounts payable to Engineer for reimbursement of expenses will be the Project-related internal expenses actually incurred or allocated by Engineer, plus all invoiced external expenses allocable to the Project, including Engineer's subcontractor and subconsultant charges, with the external expenses multiplied by a factor of 1.10.
- E. Basis of Payment
 - 1. Owner shall pay Engineer for Services as follows:
 - a. A Lump Sum amount as stated in "Scope of Engineering Services", Attachment A.
 - b. In addition to the Lump Sum amount, reimbursement of the following expenses: reimbursable expenses as stated in "Scope of Engineering Services", Attachment A.
- F. Additional Services: For Additional Services, Owner shall pay Engineer an amount equal to the cumulative hours charged in providing the Additional Services by Engineer's employees,

times standard hourly rates for each applicable billing class; plus reimbursement of expenses incurred in connection with providing the Additional Services. Engineer's standard hourly rates are attached as Attachment B.

5.01 Termination

A. Termination for Cause

1. Either party may terminate the Agreement for cause upon 30 days' written notice in the event of substantial failure by the other party to perform in accordance with the terms of the Agreement, through no fault of the terminating party.
 - a. Notwithstanding the foregoing, this Agreement will not terminate under Paragraph 5.01.A.1 if the party receiving such notice begins, within 7 days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt thereof; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30-day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein will extend up to, but in no case more than, 60 days after the date of receipt of the notice.
2. In addition to its termination rights in Paragraph 5.01.A.1, Engineer may terminate this Agreement for cause upon 7 days' written notice (a) if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional, (b) if Engineer's services for the Project are delayed or suspended for more than 90 days for reasons beyond Engineer's control, (c) if payment due Engineer remains unpaid for 90 days, as set forth in Paragraph 4.01.C, or (d) as the result of the presence at the Site of undisclosed Constituents of Concern as set forth in Paragraph 6.01.I.
3. Engineer will have no liability to Owner on account of any termination by Engineer for cause.

B. Termination for Convenience: Owner may terminate this Agreement for convenience, effective upon Engineer's receipt of notice from Owner.

C. Payments Upon Termination: In the event of any termination under Paragraph 5.01, Engineer will be entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement, and to reimbursement of expenses incurred through the effective date of termination. Upon making such payment, Owner will have the limited right to the use of all deliverable documents, whether completed or under preparation, subject to the provisions of Paragraph 6.01.F, at Owner's sole risk.

1. If Owner has terminated the Agreement for cause and disputes Engineer's entitlement to compensation for services and reimbursement of expenses, then Engineer's entitlement to payment and Owner's rights to the use of the deliverable documents will be resolved in accordance with the dispute resolution provisions of this Agreement or as otherwise agreed in writing.
2. If Owner has terminated the Agreement for convenience, or if Engineer has terminated the Agreement for cause, then Engineer will be entitled, in addition to the payments identified above, to invoice Owner and receive payment of a reasonable amount for services and expenses directly attributable to termination, both before and after the

effective date of termination, such as reassignment of personnel, costs of terminating contracts with Engineer's subcontractors or subconsultants, and other related close-out costs, using methods and rates for Additional Services as set forth in Paragraph 4.01.F.

6.01 General Considerations

- A. The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with any services performed or furnished by Engineer. Subject to the foregoing standard of care, Engineer may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.
- B. Engineer shall not at any time supervise, direct, control, or have authority over any Constructor's work, nor will Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, or the safety precautions and programs incident thereto, for security or safety at the Project site, nor for any failure of a Constructor to comply with laws and regulations applicable to that Constructor's furnishing and performing of its work. Engineer shall not be responsible for the acts or omissions of any Constructor.
- C. Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish and perform its work.
- D. Engineer's opinions of probable construction cost (if any) are to be made on the basis of Engineer's experience, qualifications, and general familiarity with the construction industry. However, because Engineer has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Engineer cannot and does not guarantee that proposals, bids, or actual construction cost will not vary from opinions of probable construction cost prepared by Engineer. If Owner requires greater assurance as to probable construction cost, then Owner agrees to obtain an independent cost estimate.
- E. Engineer shall not be responsible for any decision made regarding the construction contract requirements, or any application, interpretation, clarification, or modification of the construction contract documents, other than those made by Engineer.
- F. All documents prepared or furnished by Engineer are instruments of service, and Engineer retains an ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed. Engineer grants to Owner a limited license to use the deliverable documents on the Project, extensions of the Project, and for related uses of the Owner, subject to receipt by Engineer of full payment due and owing for all Services and Additional Services relating to preparation of the deliverable documents, and subject to the following limitations:
 - 1. Owner acknowledges that such documents are not intended or represented to be suitable for use on the Project unless completed by Engineer, or for use or reuse by

- Owner or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by Engineer;
2. any such use or reuse, or any modification of the documents, without written verification, completion, or adaptation by Engineer, as appropriate for the specific purpose intended, will be at Owner's sole risk and without liability or legal exposure to Engineer or to its officers, directors, members, partners, agents, employees, and subconsultants;
 3. Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and subconsultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the documents without written verification, completion, or adaptation by Engineer; and
 4. such limited license to Owner shall not create any rights in third parties.
- G. Owner and Engineer agree to transmit, and accept, Project-related correspondence, documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website, in accordance with a mutually agreeable protocol.
- H. Waiver of Damages; Limitation of Liability: To the fullest extent permitted by law, Owner and Engineer (1) waive against each other, and the other's officers, directors, members, partners, agents, employees, subconsultants, and insurers, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement or the Project, from any cause or causes, and (2) agree that Engineer's total liability to Owner under this Agreement shall be limited to \$50,000 or the total amount of compensation received by Engineer, whichever is greater.
- I. The parties acknowledge that Engineer's Services do not include any services related to unknown or undisclosed Constituents of Concern. If Engineer or any other party encounters, uncovers, or reveals an unknown or undisclosed Constituent of Concern, then Engineer may, at its option and without liability for consequential or any other damages, suspend performance of Services on the portion of the Project affected thereby until such portion of the Project is no longer affected, or terminate this Agreement for cause if it is not practical to continue providing Services.
- J. Owner and Engineer agree to negotiate each dispute between them in good faith during the 30 days after notice of dispute. If negotiations are unsuccessful in resolving the dispute, then the dispute will be mediated. If mediation is unsuccessful, then the parties may exercise their rights at law.
- K. This Agreement is to be governed by the laws of the state in which the Project is located.
- L. Engineer's Services do not include: (1) serving as a "municipal advisor" for purposes of the registration requirements of Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission; (2) advising Owner, or any municipal entity or other person or entity, regarding municipal financial products or the issuance of municipal securities, including advice with respect to the structure, timing, terms, or other similar matters concerning such products or issuances; (3) providing surety bonding or insurance-

related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements; or (4) providing legal advice or representation.

7.01 Definitions

- A. Constructor—Any person or entity (not including the Engineer, its employees, agents, representatives, subcontractors, and subconsultants), performing or supporting construction activities relating to the Project, including but not limited to contractors, subcontractors, suppliers, Owner's work forces, utility companies, construction managers, testing firms, shippers, and truckers, and the employees, agents, and representatives of any or all of them.
- B. Constituent of Concern—Asbestos, petroleum, radioactive material, polychlorinated biphenyls (PCBs), lead based paint (as defined by the HUD/EPA standard), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to laws and regulations regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.

8.01 Successors, Assigns, and Beneficiaries

- A. Successors and Assigns
 - 1. Owner and Engineer are hereby bound and the successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by Paragraph 8.01.A.2 the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.
 - 2. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, money that is due or may become due) in this Agreement without the written consent of the other party, except to the extent that any assignment, subletting, or transfer is mandated by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.
- B. Beneficiaries: Unless expressly provided otherwise, nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any Constructor, other third-party individual or entity, or to any surety for or employee of any of them. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party.

9.01 Total Agreement

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

Attachments: "Scope of Engineering Services", Attachment A
"2026 Fee Schedule", Attachment B

This Agreement's Effective Date is _____.

Owner:

City of Westfield, Indiana

(name of organization)

By:

(authorized individual's signature)

Date:

(date signed)

Name:

(typed or printed)

Title:

(typed or printed)

Address for giving notices:

Designated Representative:

Name:

(typed or printed)

Title:

(typed or printed)

Engineer:

Engineering Resources, Inc.

(name of organization)

By:

(authorized individual's signature)

Date:

08/20/2026

(date signed)

Name:

Derek Frederickson

(typed or printed)

Title:

Principal, Director of Municipal Services

(typed or printed)

Address for giving notices:

Engineering Resources, Inc.

4175 New Vision Drive

Fort Wayne, IN 46845

Designated Representative:

Name:

Derek Frederickson

(typed or printed)

Title:

Principal, Director of Municipal Services

(typed or printed)

ATTACHMENT A

SCOPE OF ENGINEERING SERVICES

PROJECT DESCRIPTION

Every public agency in Indiana with 50 or more employees has been required to maintain an ADA Transition Plan since January 26, 1995, under 28 CFR 35.150(d). The Transition Plan must identify physical barriers to accessibility in the agency's facilities and public rights-of-way, establish a schedule for removing those barriers, designate a responsible official, and provide opportunities for public input.

To maintain compliance in Indiana, local public agencies (LPAs) are required to update their ADA Transition Plans at least every three years. This periodic review ensures the plan remains a "living document" that accurately reflects completed barrier removals and new infrastructure additions. Failure to keep a plan updated can jeopardize an LPA's eligibility for federal transportation funding through INDOT.

To be compliant with federal requirements, all public walkway assets are required to be inventoried, assessed, prioritized for improvement, and scheduled for implementation according to the Public Right-of-Way Accessibility Guidelines (PROWAG). Engineering Resources, Inc. (ERI) will provide professional services to update the existing inventory and assess the current condition of the public access route(s) within the area depicted on Exhibit 1. The work effort will be collaborative between ERI and city representatives, so that the ADA coordinator can update Parts 2 and 3 of the "City of Westfield ADA Self-Evaluation and Transition Plan", current as of October 2025 with the updated inventory and condition ratings.

BASIC SERVICES

1. PREPARATION

The study area, shown in Exhibit 1, generally includes approximately six miles of pedestrian access routes along the public roadways. Based on currently available information, the pedestrian access routes within the study area do not appear to be mapped in the City's GIS system. Our office will trace visible public walkways and curb ramps from aerial imagery to add into the database before conducting the field assessment. Additionally, our office will work with your GIS coordinator to add fields into your database so that our office can record the appropriate condition rating during the field assessment. We propose a kick-off meeting with the City of Westfield staff, including GIS coordinator, to clarify roles, establish lines of communication, and to refine project goals during this phase to ensure the update meets specific local needs.

2. FIELD ASSESSMENT AND GIS SYSTEM UPDATE

Our office will dedicate two personnel full-time for approximately one week to assess the existing infrastructure in the field. Each asset will be rated for the City's use in prioritizing and budgeting long-term improvements using a general scale that can be conducted visually. Physical measurements for slope and size are not included in the proposed scope of services. The findings will be recorded in real-time and entered directly into the GIS database.



Observations will include: curb ramps, walks, and trails located within the public right-of-way and rated in compliance with PROWAG standards. This includes, but is not limited to, a visual assessment of the slope, cross-slope, width, surface condition, and trip hazard presence of the public access routes. Our office will add any observed assets that were not revealed on the aerial photo within the study area in the field in real-time along with the condition ratings.

3. FINDINGS AND RECOMMENDATIONS

In addition to the real-time updates of the GIS database, our office will prepare a draft report of findings along with recommendations for the City's use in scheduling and capital planning, as well as incorporation in the City's transition plan. A meeting is recommended to go over the assessment and modify the scheduled improvements to fit the City's funding availability. Based on City feedback, a final report will be prepared for the City's use and distribution.

CLIENT PROVIDED DELIVERABLES

The following items will be provided by the Owner to assist the Engineer in delivery of services, and not included with the Engineer's scope of work:

- a. Designated point of contact for Engineer.
- b. Access to the City GIS Database to record field work in real-time. If, for security reasons this is not feasible, we will complete our services using our own GIS database and provide shapefiles for import into your system.
- c. Access to any past and present Self-Evaluation Inventory Data.
- d. Any other information that the Engineer should take into consideration.

SERVICES NOT INCLUDED

The following services are not included in this proposal but may be provided as a change in scope of work if requested:

- a. Physical field measurements.
- b. Photographs of the walkways.
- c. Transition plan update.
- d. Cost estimating for the prioritized improvements.
- e. Public Involvement.
- f. Evaluation of City Programs and Policies.
- g. Evaluation of City buildings and facilities other than sidewalks and curb ramps in the public rights of way.
- h. Evaluation of ADA parking along public streets.
- i. Evaluation of signalized pedestrian crosswalks.



REIMBURSABLE SERVICES

The following services will be billed on a time and materials basis in addition to the basic agreement according to the attached fee schedule:

- a. Printing, copying, and distribution expenses. We will submit original drawings and specifications to Eastern Engineering or ARC Document Solutions for reproduction and forward the invoice to your office for processing.

SCHEDULE

We will commence the services described above upon execution of this proposal and will work with your office to produce final documentation according to the Owner’s preferred schedule, pending reasonable transfer of information between all parties to accomplish the same goal. We estimate approximately two to four months of time needed to complete the scope of work, which will be weather dependent.

FEE

We anticipate commencing work upon execution of this Agreement. The fee for the above-described services will be on a lump sum basis as described below:

BASIC SERVICES	
1) Preparation	8,300
2) Field assessment and GIS System Update	14,800
3) Findings and Recommendations	<u>8,800</u>
Total	31,900



**1. STANDARD BILLING RATES:**

Compensation to be made on a time basis shall be according to the number of hours expended on a project times the appropriate billing rate shown below. Descriptions for the billing categories listed below can be provided upon request:

Engineer		Designer	
Title	Hourly Rate	Title	Hourly Rate
IN1	81	IN1	81
EN1	117	DE1	107
EN2	127	DE2	117
EN3	137	DE3	126
EN4	148	DE4	136
EN5	158	DE5	145
EN6	168	DE6	155
EN7	178	DE7	164
EN8	189	DE8	174
EN9	199		
EN10	209		

**** A multiplier of 1.2 may be applied to the rates listed above for hourly overtime services**

2. REIMBURSABLE EXPENSES

- a. Automobile Transportation..... Allowable IRS Rate/Mile
- b. Subconsultant Services..... cost + 10%
- c. Other Reimbursable Expenses cost + 10%

This aerial map of the Westfield area in Indianapolis, Indiana, features a red outline highlighting a central region. The map includes labels for major roads like I-465 and I-70, and numerous local streets. Neighborhoods such as Newby's Westfield Heights, Jersey 32, Mill Stream, Westfield Original, and others are labeled. The red outline encompasses areas from Newby's Westfield Heights in the north to the Grand Millennium area in the south, and from the Gateway Northeast Quadrant in the west to the Roberts Rolling Acre area in the east.

INDIANA LEGAL EMPLOYMENT DECLARATION

The State of Indiana has enacted a law (I.C. 22-5-1.7) requiring all state agencies and political subdivisions request verification from their contractors that their employees are legally eligible to work in the United States. This Declaration serves as notice that all Contractors doing business with the City of Westfield must, as a term of their contract:

1. Enroll in and verify the work eligibility status of newly hired employees of the contractor through the E-Verify programs (but is not required to do this if the E-Verify program no longer exists); and
2. Verify, by signature below, that the Contractor does not knowingly employ unauthorized aliens.

I, Derek Frederickson, a duly authorized agent of Engineering Resources, Inc, declare under penalties of perjury that Engineering Resources does not employ unauthorized aliens to the best of its knowledge and belief.

Engineering Resources, Inc

(Name of Company)

By: 
(Authorized Representative of Company)

Subscribed and sworn to before me on this 20th day of August, 2026.

My Commission Expires: 10/15/2032

County of Residence: Allen

Mary E. Roberts
Notary Public – Signature

Mary E. Roberts
Notary Public – Printed Name





Christian Peters
Project Manager II

Duke Energy Corporation
1000 East Main Street
Plainfield, IN 46168

o: 812-664-6647
f: 317.838.1842

Christian.Peters@Duke-Energy.com

July 9th, 2026

City of Westfield
2728 E 171st St
Westfield, IN 46074

Re: Preliminary and Detailed Engineering Costs for Relocation of Duke Energy Indiana, Inc. Overhead Electric Line Facilities for City of Westfield near 169th St & Oak Ridge Rd ("**Engineering Work**").

Dear Madam or Sir:

This letter agreement confirms the following understanding between City of Westfield ("**City**") and Duke Energy Indiana, Inc. ("**Duke Energy**") with respect to the Work:

- 1) In advance of a facilities relocation and reimbursement agreement between City and Duke Energy with respect to the project scope statement attached hereto as Exhibit "A", if available, City desires Duke Energy to initiate preliminary and detailed engineering for the Project which would include the activities listed on the attached Exhibit "B", if available. Without waiving any right to seek reimbursement from City for the full incurred costs to complete the Engineering Work, Duke Energy estimates that the cost to complete the Engineering Work shall be approximately \$70,000.
- 2) City shall reimburse Duke Energy for 100% of its actual cost in performing the Engineering Work as follows: After execution of this letter agreement by both parties, Duke Energy will invoice City for the estimated cost to complete the Engineering Work. City shall remit payment to Duke Energy within twenty-one (21) days after its receipt of Duke Energy's invoice. After final completion of the Engineering Work, Duke Energy will calculate the full cost incurred by to complete the Engineering Work and shall invoice City for any shortfall between the actual costs to complete the Engineering Work and the estimated amount that City has paid to Duke Energy. City shall remit payment to Duke Energy within twenty-one (21) days after its receipt of Duke Energy's invoice. If the actual costs are less than the amount City has paid to

Duke Energy for the Engineering Work, the overpayment will be refunded to City.

- 3) Duke Energy will commence the Engineering Work within thirty (30) days after its receipt of the estimated payment for the Engineering Work specified in Section 2 above. Duke Energy shall perform the Engineering Work which shall include, when requested by City, updates on the Engineering Work especially those related to the feasibility, constraints, needs, estimated cost, and estimated time to complete the Project.
- 4) No work shall be performed by Duke Energy beyond the scope contemplated by the Project. Upon written notice to Duke Energy, City shall have the right to terminate this letter agreement, and upon receipt of such notice, Duke Energy shall cease performing the Engineering Work except for any actions or cost which may need to be performed or incurred, as the case may be, by Duke Energy to comply with the directive from the City.
- 5) City shall obtain any access rights upon land owned by a third party, which Duke Energy may need to perform the Engineering Work. Upon request from Duke Energy, City shall furnish any information needed by Duke Energy to perform the Engineering Work, including the deliverables for the Project attached hereto and incorporated herein as Exhibit "C."
- 6) This letter agreement supersedes any other understanding or agreement, written or oral, that may have been made or entered into by City and Duke Energy relating to the Engineering Work, and constitutes the entire agreement between City and Duke Energy with respect to the Engineering Work.

If this letter agreement represents the understanding reached between City and Duke Energy with respect to the Engineering Work and this relocation project, please signify your acceptance by executing both copies of this letter agreement where indicated below and returning one (1) of the fully executed copies to me for further handling with Duke Energy.

Respectfully submitted,

Christian Peters

Christian Peters
Project Manager, Transmission

ACCEPTED this ____ day of
_____, 20__.

ACCEPTED this ____ day of
_____, 20__.

City of Westfield

DUKE ENERGY INDIANA, INC.

By: _____

By: _____

Printed Name: _____

Printed Name: _____

Printed Title: _____

Printed Title: _____

Exhibit A
Project Scope Statement

City of Westfield is requesting that Duke Energy Indiana develop a relocation plan to relocate transmission pole(s) for City of Westfield near 169th St & Oak Ridge Rd.

Exhibit B
Activities for Agreement

- 1- Preliminary Engineering Design
- 2- Project Management
- 3- Land Acquisition Research, Surveying, Permitting

Exhibit C
Deliverables

Deliverables for this relocation plan include but are not limited to final design, project schedule, and a class 5 estimate for relocation.

**CITY OF WESTFIELD
LPA-CONSULTANT CONTRACT**

AMENDMENT #2

THIS AMENDMENT IS TO THE CONTRACT made and entered into the 13th day of December 2023, by and between the City of Westfield, acting by and through its proper officials (“LOCAL PUBLIC AGENCY” or “LPA”), and WSP USA, Inc. (“the CONSULTANT”), a corporation organized under the laws of the State of Indiana.

Des. No.: N/A

Project Description: Westfield Boulevard Connection – South

RECITALS

WHEREAS, circumstances have arisen which necessitate changes in the original CONTRACT; and,

WHEREAS, such changes are directly related to the designated project as described in the original CONTRACT as Westfield Boulevard Connection – South; and,

WHEREAS, the CONSULTANT is willing to perform said services.

NOW THEREFORE, for and in consideration of the above representation, LPA and CONSULTANT agree that the CONTRACT should be amended as follows:

1. Appendix “A”, Appendix “C”, and Appendix “D” are incorporated into this Amendment for additional scope of work definition, schedule update, and fee justification
2. CONSULTANT’s compensation as called for in SECTION IV of the original CONTRACT shall be increased as follows:

Original Fee	+	Amendment #1	+	Amendment #2	=	Total
\$631,544.00	+	\$55,700.00	+	\$89,778.00	=	\$777,022.00

3. All other terms and conditions of the CONTRACT shall remain in full force and effect.
4. This AMENDMENT #1 shall become effective on the latest date of execution by a required party.
5. The CONTRACT, as amended, shall expire on December 31, 2027.

APPENDIX "A"

SERVICES TO BE FURNISHED BY CONSULTANT:

The CONSULTANT shall be responsible for performing the following activities:

Project Description

WSP USA Inc (the CONSULTANT), is the prime design Consultant to the City of Westfield (the CLIENT) for the preliminary engineering for construction of the Westfield Boulevard Connector 2 (the Project). In addition to the scope defined in the original agreement and amendment #1, WSP shall be responsible for the management, coordination, environmental documentation and permitting, topographic survey, design, and final construction documents and procurement of a constructed wetland to mitigate wetlands that will be impacted by the construction of the Westfield Blvd Connector Ph. 2.

The design shall be developed in accordance with the following documents in effect at the time the plans or reports are submitted: American Association of State Highway and Transportation Officials' "A Policy on Geometric Design of Highways and Streets"; Indiana Department of Transportation's Standard Specifications; Manual on Uniform Traffic Control Devices; Road and Traffic memoranda and INDOT Design Manuals (IDM), except as modified by supplemental specifications and special provisions; City of Westfield Construction Standards and Specifications (Rev March 2017).

The CONSULTANT shall coordinate its designs with guidance from the CLIENT on scope, schedule, and design-related technical issues, subject to approval by any applicable regulatory agencies. A more detailed discussion of the CONSULTANT's proposed services is described in the following specific sections:

Section	Description
Section 1:	Project Management/Quality Management/Controls/Project Meetings/Public Involvement
Section 2:	Topographic Data Collection Survey
Section 3:	Environmental Document/Permitting
Section 4:	Geotechnical Investigation
Section 5:	Hydraulics/Drainage Design
Section 6:	Roadway Design
Section 7:	Traffic Analysis & Design/Lighting Design
Section 8:	Utility Coordination
Section 9:	Right of Way Engineering & Plans
Section 10:	Post-Design Services
Section 11:	Wetland Mitigation Site Development

Section 1: Project Management/Quality Management/Controls/Project Meetings/Public Involvement

The Consultant shall perform project management, quality management, project and document controls, assist in public information meetings, and perform coordination for the design and construction of the project.

Results/Deliverables

- Project Management and Coordination
- Quality Assurance
- Project and Document Controls
- Project Accounting and Administration

Activities

- **Project Management**

The Consultant will assist in coordination and sharing of the electronic CADD files among the CLIENT, subconsultants, affected utility companies, section designers and suppliers. This information will be used to facilitate the permitting processes.

- **Quality Management**

WSP is ISO 9001:2008 certified. WSP and its suppliers will adhere to a project specific Quality Management Plan (QMP). The QMP outlines the methodology for Quality Control and Quality Assurance on the Project. The QMP includes direction for time allocated in the schedule to perform the review task, hours allocated in the budget to perform the review task, and identification of specific independent technical reviewers to perform the review task. WSP, and its suppliers, will perform Quality Control on deliverables prior to submitting them to the Client. Quality Control of each deliverable is detailed and accounted for within each scope task. Quality Assurance is held within this task.

- **Project and Document Controls**

The Consultant will:

- Facilitate payroll certifications; facilitate Certificates of Insurance; establish invoicing guidelines and timeline with Subconsultant(s); develop budgets together with the Project Manager/Deputy Project Manager; complete budget analysis with Project Manager/Deputy Project Manager; enter/maintain budgets in WSP's Oracle system; prepare Purchase Order & entry in WSP's Oracle system; review monthly subconsultants invoices; provide weekly cost reporting; provide monthly maintenance - forecasting spending, attend monthly project reviews, and budget changes; close out project, tasks, & purchase orders.

Items Specifically Not Included

- Development of project website, Twitter, Facebook or other social media.
- Public hearing.

Section 10: Post Design Services

The CONSULTANT will provide the CLIENT up to 30 hours of design services throughout the construction process to clarify design elements on the project. Such services consist of:

- Responding to RFIs and other questions from the contractor;
- Attending one (1) pre-construction conference prior to construction;
- Prepare revised drawing, supplemental specifications, or special provisions for the Addenda to the Bid Documents;
- Assist CLIENT in the review of bid documents

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

Section 11: Wetland Mitigation Site Development

The purpose of this task is to perform design of a wetland mitigation site to satisfy the regulatory requirements of wetland loss due to the construction of the Westfield Blvd Connector Ph.2.

- See full Subconsultant proposal (attached) from V3 Companies, Ltd for complete scope, fee, and assumed schedule including other activities, assumptions, and exclusions.

Activities:

- Mitigation Location Assessment
- Topographic Survey Services
- Design Development Wetland Mitigation for Agency Approvals
- Construction in a Floodway Permitting
- Construction Documents for Bidding

Deliverables:

- Wetland mitigation site design suitable for inclusion in 401/404 permitting and isolated wetland permitting packages to USACE and IDEM
- Monitoring and preservation plans for mitigation site
-
- Approved Construction in a Floodway Permit
- Engineering contract documents suitable for public bid for the construction of the mitigation site

APPENDIX "C"**SCHEDULE:**

No work under this Contract shall be performed by the CONSULTANT until the CONSULTANT receives a written notice to proceed from the LPA.

All work by the CONSULTANT under this Contract shall be completed and delivered to the LPA for review and approval within the approximate time periods shown in the following submission schedule:

Task	Anticipated Completion Date
Mitigation Location Inspection	1 month from NTP on Amendment #2
Topographic Survey Services	1-2 months from NTP on Amendment #2
Wetland Mitigation Design	2-3 months from NTP on Amendment #2
Construction in a Floodway Permit	4-8 months from NTP on Amendment #2
Construction Documents	7-10 months from NTP on Amendment #2

APPENDIX "D"**A. Amount of Payment**

1. The CONSULTANT shall receive as payment for the satisfactory performance of the work performed under this Contract a maximum amount payable not to exceed **\$687,844.00**, which shall not be increased unless a modification of this Contract is approved in writing by the LPA. The following is a breakdown of the tasks and associated fees:

Task	Original Fee	Amendment #1 Fee	Amendment #2 Fee	Total Fee	Payment Basis
Project Management/Quality Management/Controls/Project Meetings/Public Involvement	\$58,978.00	\$870.00	\$8,182.00	\$68,030.00	Lump Sum
Topographic Data Collection/Survey, LCRSP	\$46,610.00	\$11,982.00	---	\$58,592.00	Lump Sum
Environmental Document/Permitting	\$20,368.00	\$54,600.00	---	\$74,968.00	Hourly Not-To-Exceed
Geotechnical Investigation	\$27,126.00	---	---	\$27,126.00	Lump Sum
Hydraulics/Drainage Design	\$37,448.00	---	---	\$37,448.00	Lump Sum
Roadway Design	\$309,393.00	(\$47,861.00)	---	\$261,532.00	Lump Sum
Traffic Analysis & Design/Lighting Design	\$44,626.00	(\$4,626.00)	---	\$40,000.00	Lump Sum
Utility Coordination	\$19,610.00	---	---	\$19,610.00	Lump Sum
Right-of-Way Engineering & Plans	\$61,449.00	\$40,735.00	---	\$102,184.00	Unit Price
Post-Design Services	\$5,936.00	---	\$6,426.00	\$12,362.00	Lump Sum
Wetland Mitigation Site Development	---	---	\$75,170.00	\$75,170.00	Lump Sum
Total Maximum Compensation	\$631,544.00	\$55,700.00	\$89,778.00	\$777,022.00	NTE

2. All fees for will be based on Lump Sum or Unit Price unless a modification of this Agreement is approved in writing by the City of Westfield.

B. Method of Payment

1. The CONSULTANT shall submit a maximum of one invoice voucher per calendar month for work covered under this Agreement. The invoice voucher shall be submitted to the LPA. The invoice voucher shall represent the value, to the LPA, of the partially completed work as of the date of the voucher. The CONSULTANT shall attach thereto a summary of each Task, percentage or unit completed, and prior payments.
2. The LPA, for and in consideration of the rendering of the professional services provided for in Appendix A, agrees to pay the CONSULTANT for rendering such services the fees established above in the following manner:
 - a. For completed work, and upon receipt of invoices from the CONSULTANT and approval thereof by the LPA but in no event later than 30 days after receipt of said invoices, payments covering the work performed shall be due and payable to the CONSULTANT. From the

partial payment thus computed, there shall be deducted all previous partial fee payments made to the CONSULTANT.

3. In the event of a change in the scope, character, or complexity of the work on the project, the maximum fee payable and the specified fee shall be adjusted in accordance with Item 6 (Changes in Work) of the General Provisions set out in this Agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this AMENDMENT as set out below.

ENGINEER:
WSP USA, Inc.

OWNER:
CITY OF WESTFIELD

Signature

Patrick McCallister, Vice President
(Print or type name and title)

Signature

Mayor Scott Willis
(Print or type name and title)

Signature

Chuck Lehman, Member
(Print or type name and title)

Signature

Nick Barbknecht, Member
(Print or type name and title)



Westfield Blvd. Connector Phase 2 Amendment #2

WSP PROJECT N 30903300

DES. NO.: N/A

DESCRIPTION: Westfield Blvd. Connector Phase 2

Client: City of Westfield

			Proposed Fees					Subtotal
TASKS	Description	Contract Type	WSP USA	Terracon	Etica	WSP Lansing Lab	V3 Companies, Ltd	
Section 1	Project Management/Quality Management/Controls/Project Meetings/Public Involvement	Fixed Price/Lump Sum	\$8,182					\$8,182
Section 2	Topographic Data Collection Survey	Fixed Price/Lump Sum						\$0
Section 3	Environmental Document/Permitting	Fixed Price/Lump Sum						\$0
Section 4	Geotechnical Investigation	Fixed Price/Lump Sum						\$0
Section 5	Hydraulics/Drainage Design	Fixed Price/Lump Sum						\$0
Section 6	Roadway Design	Fixed Price/Lump Sum						\$0
Section 7	Traffic Analysis & Design/Lighting Design	Fixed Price/Lump Sum						\$0
Section 8	Utility Coordination	Fixed Price/Lump Sum						\$0
Section 9	Right-of-Way Engineering & Plans	Fixed Price/Lump Sum						\$0
Section 10	Post-Bid Design Services	Fixed Price/Lump Sum	\$6,426					\$6,426
Section 11	Wetland Mitigation Site Development	Fixed Price/Lump Sum					\$75,170	\$75,170
Subtotal			\$14,608	\$0	\$0	\$0	\$75,170	\$89,778

GRAND TOTAL \$89,778

ct Management/Quality Management/Controls/Project Meetings/Public Involve

PROJECT NO.: 30903300

DES. NO.: N/A

DESCRIPTION: Westfield Blvd. Connector Phase 2

DESCRIPTION	PERSON HOURS BY CLASSIFICATION													TOTAL HOURS / TASK	TOTAL DOLLARS / TASK
	X-14	X-14	X-13	P-12	X-11	P-10	P-09	P-08	P-07	X-11	T-11	T-10	T-06		
	SENIOR VICE PRESIDENT I, LOCAL BUSINESS LEADER	SENIOR VICE PRESIDENT I, CIVIL ENGINEER	VICE PRESIDENT, CIVIL ENGINEER	ASSISTANT VICE PRESIDENT, CIVIL ENGINEER	LEAD CONSULTANT, CIVIL ENGINEER	SR. CONSULTANT, CIVIL ENGINEER	CONSULTANT, CIVIL ENGINEER	ASSOCIATE CONSULTANT, CIVIL ENGINEER	ASSISTANT CONSULTANT, CIVIL ENGINEER	MANAGER, PROJECT ACCOUNTING	SR. LEAD TECHNICIAN	LEAD TECHNICIAN	SR. INTERN		
Overhead Classification	GSO	GSO	GSO	GSO	GSO	GSO	GSO	GSO	GSO	GSO	GSO	GSO	GSO		
Design Coordination with V3															
12 Months additional development time (assume 1 hr biweekly)				26.00										26.00	\$6,551.45
PROJECTSOLVE															
ProjectSolve & Subcontract setup										4.00				4.00	\$741.50
PROJECT / QUALITY MANAGEMENT															
Project Administrator (invoice processing)									8.00					8.00	\$888.43
SUBTOTAL:														38	\$8,182.00
TOTAL - HOURS:	0.00	0.00	0.00	26.00	0.00	0.00	0.00	0.00	8.00	4.00	0.00	0.00	0.00	38	
SALARY PER HOUR	\$388.17	\$366.32	\$301.75	\$251.98	\$221.79	\$168.76	\$142.46	\$124.53	\$111.05	\$185.38	\$314.41	\$182.07	\$81.38		
DIRECT SALARY COSTS:	\$0.00	\$0.00	\$0.00	\$6,551.45	\$0.00	\$0.00	\$0.00	\$0.00	\$888.43	\$741.50	\$0.00	\$0.00	\$0.00		\$8,182.00

															\$0.00
DIRECT EXPENSES:															\$0.00
TOTAL COSTS (Direct Labor Costs + Expenses):															\$8,182.00



Post-Bid Design Services

PROJECT NO.: 30903300

DES. NO.: N/A

DESCRIPTION: Westfield Blvd. Connector Phase 2

DESCRIPTION	PERSON HOURS BY CLASSIFICATION													TOTAL HOURS / TASK	TOTAL DOLLARS / TASK
	X-14	X-14	X-13	P-12	X-11	P-10	P-09	P-08	P-07	X-10	T-11	T-10	T-06		
	SENIOR VICE PRESIDENT I, LOCAL BUSINESS LEADER	SENIOR VICE PRESIDENT I, OPERATIONS	VICE PRESIDENT, COMMUNICATI ONS	ASSISTANT VICE PRESIDENT, CIVIL ENGINEER	LEAD CONSULTANT, CIVIL ENGINEER	SR. CONSULTANT, CIVIL ENGINEER	CONSULTANT, CIVIL ENGINEER	ASSOCIATE CONSULTANT, CIVIL ENGINEER	ASSISTANT CONSULTANT, CIVIL ENGINEER	SR. CONSULTANT, PROJECT ACCOUNTING	SR. LEAD TECHNICIAN	LEAD TECHNICAL ENGINEERING SUPPORT SPECIALIST	SR. INTERN		
Overhead Classification	GSO	GSO	GSO	GSO	GSO	GSO	GSO	GSO	GSO	GSO	GSO	GSO	GSO		
Hourly Post Bid Services				10.00	10.00	10.00								30.00	\$6,425.29
SUBTOTAL:															
TOTAL - HOURS:	0.00	0.00	0.00	10.00	10.00	10.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	30	\$6,426.00
SALARY PER HOUR	\$388.17	\$421.99	\$313.65	\$251.98	\$221.79	\$168.76	\$142.46	\$124.53	\$111.05	\$157.62	\$314.41	\$169.33	\$81.38		
DIRECT SALARY COSTS:	\$0.00	\$0.00	\$0.00	\$2,519.79	\$2,217.90	\$1,687.60	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$6,426.00
DIRECT EXPENSES:															\$0.00
TOTAL COSTS (Direct Labor Costs + Expenses):															\$6,426.00



Wetland Mitigation Site Development

PROJECT NO.: 30903300

DES. NO.: N/A

DESCRIPTION: Westfield Blvd. Connector Phase 2

DESCRIPTION	PERSON HOURS BY CLASSIFICATION													TOTAL HOURS	TOTAL DOLLARS
	X-14	X-14	X-13	P-12	X-11	P-10	P-09	P-08	P-07	X-10	T-11	T-10	T-06		
	SENIOR VICE PRESIDENT I, LOCAL BUSINESS LEADER	SENIOR VICE PRESIDENT I, OPERATIONS	VICE PRESIDENT, COMMUNICATI ONS	ASSISTANT VICE PRESIDENT, CIVIL ENGINEER	LEAD CONSULTANT, CIVIL ENGINEER	SR. CONSULTANT, CIVIL ENGINEER	CONSULTANT, CIVIL ENGINEER	ASSOCIATE CONSULTANT, CIVIL ENGINEER	ASSISTANT CONSULTANT, CIVIL ENGINEER	SR. CONSULTANT, PROJECT ACCOUNTING	SR. LEAD TECHNICIAN	LEAD TECHNICAL ENGINEERING SUPPORT SPECIALIST	SR. INTERN		
Overhead Classification	GSO	GSO	GSO	GSO	GSO	GSO	GSO	GSO	GSO	GSO	GSO	GSO	GSO	/ TASK	/ TASK
SUBTOTAL:															
TOTAL - HOURS:	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0	\$0.00
SALARY PER HOUR	\$388.17	\$421.99	\$313.65	\$251.98	\$221.79	\$168.76	\$142.46	\$124.53	\$111.05	\$157.62	\$314.41	\$169.33	\$81.38		
DIRECT SALARY COSTS:	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00

SUBCONSULTANT SCOPE & FEES (Subconsultant Manhour Justification Follows this Cost Proposal)														
V3 Companies, Ltd														\$75,170.00
DIRECT EXPENSES:														\$75,170.00
TOTAL COSTS (Direct Labor Costs + Expenses):														\$75,170.00



6 August 2026

Mr. Jason Koch
Ms. Taylor Schwering
WSP
115 W. Washington Street
Suite 1270S
Indianapolis, Indiana 46204

Jason.Koch@wsp.com
Taylor.Schwering@wsp.com

RE: Scope of Services – Natural Resource Consulting Services
Westfield Interconnector Phase 2 • Westfield, Hamilton County, Indiana

Dear Mr. Koch and Ms. Schwering:

V3 Companies, Ltd. (V3) is pleased to submit this SCOPE OF SERVICES for Natural Resource Consulting Services for the above-referenced project(s). If you find this scope to be acceptable, the executed copies of this letter, together with the attached General Terms and Conditions, will constitute the agreement between WSP (CLIENT) and V3 for Natural Resource Consulting Services Westfield, Hamilton County, Indiana (PROJECT). The PROJECT owner is the City of Westfield, Indiana.

PROJECT UNDERSTANDING

The proposed development PROJECT includes completing the section of Westfield Boulevard between the Lantern Commons Development and 169th Street (**Figure 1**). A wetland delineation completed by WSP identified three wetlands and two streams within the footprint of the project. Based on permitting documents that have been submitted to the USACE and IDEM there is approximately 0.188 acre of palustrine forested wetland and 488 linear feet/0.061 acre of federally jurisdictional features will be impacted. Two Class II state isolated wetland features are proposed to be impacted (**Table1**), of which one is exempt and does not require mitigation.

Figure 1: Approximate PROJECT and Mitigation Site Locations

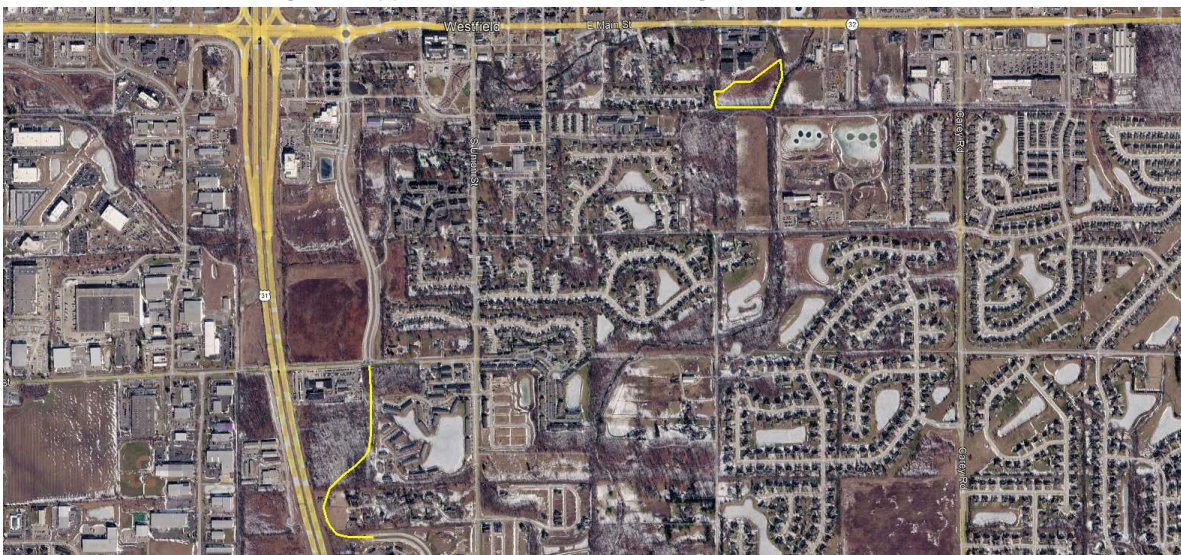


Table 1: Wetland and Stream Table

Feature	Type	Ac./Lf	Jurisdiction	Mitigation Required	Proposed Impacts	Ratio	Fulfillment*	Mitigation Required ac/Lf
W-01	PFO	0.2	USACE	Yes	0.188	3	PRM	0.56
S-01	Perennial	191	USACE/IDEM	Yes	171	1	ILF	171
S-02	Perennial	306	USACE/IDEM	Yes	297	1	ILF	297
W-02	PFO/Class II	1.1	IDEM	Yes	1.1	2.5	PRM	2.75
W-03a	PEM/Class II	0.33	IDEM	No	N/A	N/A	N/A	N/A
W-03c	PFO/Class II	0.12	IDEM	No	N/A	N/A	N/A	N/A
Total Stream								468
Total Wetland								3.31
Total Wetland**								3.50

*PRM - Permittee responsible mitigation

*ILF - In Lieu Fee through IDNR

** Total acreage for potentially increased ratio for W-01

Scope of Services

PHASE W01: Mitigation Location Assessment

V3 will coordinate with CLIENT on potential mitigation properties that are currently controlled by the OWNER. V3 will perform a desktop analysis using readily available maps to determine suitability for constructing wetland mitigation. Maps may include but not limited to: USGS topographic map, USDA Soil Survey, NWI maps, the FIRM, and Hamilton County GIS review.

Subsequent to a desktop review, V3 will perform a site reconnaissance to collect data for suitability of the property. V3 will collect data points throughout the property. Proposed data collection would include manual soil augers, vegetation inventory, and wetland delineation (if present). Additional data collection may include inspection of any adjacent streams.

Please Note: V3 assumes that the property currently identified for the mitigation is appropriate for wetland mitigation. If after PHASE W01 is complete and V3 finds the site is not suitable, V3 will coordinate with CLIENT/OWNER to identify other potential sites to be evaluated.

PHASE VP03: Topographic Survey Services

Provide a topographic survey and creek cross-sections for proposed wetland mitigation sites within the Westfield community. The elevation data collected at necessary intervals to generate 1-foot contour survey base mapping of the area and at a 50-foot grid minimum. The deed(s) and/or plat(s) of the property along with relevant surveys of record will be obtained via online sources and the approximate parcel lines will be plotted based on section corners and/or property corner monuments found that are relevant to the property or properties, if available. If none are available, GIS mapping may be used to show the approximate parcel lines. The fees assume that the sites are 5 acres in size and are accessible and surveyable without hand cutting for clearing and access to take measurements. The fees also assume 3 creek cross-sections and the overall survey requires a maximum of 2 days of field work. Utilities, if any, will be shown based on observed, above ground evidence and markings made on the ground via an Indiana 811 utility locate request. It is assumed that invert elevations of sanitary sewers within the limits will not be necessary and therefore will not be obtained. It is also assumed that roads and other physical improvements will not be located on these properties and that tree locations are not required

*Please note: The state of Indiana LiDAR contours will be used for any areas outside of the collected survey data to complete any mapping that may be required for permitting.

***Please note: Prior to performing the fieldwork, V3 will coordinate with the CLIENT and or OWNER to identify potential access locations that could be used during the construction portion of the project.*

Phase W22: Design Development Wetland Mitigation

V3 will prepare all mitigation drawings, specifications, plans, and other supporting documentation required to assist CLIENT to obtain a Section 404/401 and Isolated Wetland Permit(s) from the USACE and the IDEM. The plans and specifications will be of suitable quality for permit obtainment and to perform construction activities at the direction of V3 or its delegated representative. Design plans and specifications will be prepared to adequately satisfy, at a minimum, the following objectives:

- Clearly explain the proposed construction activities and refer to pertinent plan sheets
- Expected hydrologic conditions
- Provide plan sheets for proposed topographic changes and hydrologic structures
- Provide plans for the establishment of wetland and applicable native buffer vegetation
- Provide all general sheet specifications

Additionally, V3 assumes up to two (2) project meetings (TEAMS) with CLIENT and/or OWNER in order to discuss project status, schedule and design alternatives relative to natural resource permitting requirements.

In addition to the mitigation plans described above, monitoring, preservation and erosion control plans will be required for the proposed wetland mitigation areas. These plans will include, at a minimum, the information outlined below:

Monitoring Plan

Summarize the mitigation goals, objectives and performance standards

Provide a monitoring schedule

Prepare site map showing the locations of data collection

Identify potential structural areas of special concern such as steep slopes and pipe discharges

Identify potential external disturbances on the site such as inappropriate mowing or herbicide application

Catalog locally present and therefore likely invasive species of concern

Monitoring and reporting schedules

Preservation Plan

To the extent practicable, describe management activities and corrective actions

Planned site use of surrounding area

Prescribed burns (if any)

Invasive species control

Fencing and signage

Hydraulic control structure maintenance (if any)

Erosion Control Plan

Sediment control devices (sufficient for permit approval)

PHASE W22 Deliverable Materials

- Title Sheet
- Existing Conditions
- Layout Plan
- Grading Plan
- Utility Plan

- Planting and Seeding Plan
- Applicable Details and cross sections
- Erosion Control Plan and Details

Phase W26: Construction in a Floodway Approval

The Indiana Department of Natural Resources (IDNR) regulates any proposed construction activity within a riverine system that drains more than one square mile. The proposed mitigation site is located within the floodway of Cool Creek.

Any proposed design may include reshaping of the current terrain, potential structures, and stone for erosion control protection. The design will be verified by completing a limited hydraulic analysis for the proposed mitigation. This analysis will be limited to the PROJECT area and any necessary area immediately upstream of the proposed construction. V3 assumes detailed hydraulic modeling will not be required and non-modeling worksheets will be sufficient for approval by the IDNR to obtain the necessary “construction in a floodway” permit.

The engineering plan developed under PHASE W22 will be used for permitting the wetland mitigation site.

PHASE W26 IDNR Deliverable Materials

1. (1) Electronic Adobe® File IDNR Submittals and Approvals

PHASE W22A: Natural Resource Construction Documents (Optional)

Upon approval of the Design Development documents, V3 will prepare final Engineering Construction Documents suitable for submittal to the appropriate stakeholders for review and approval. The final design package will be suitable for bid by qualified contractors. V3 will incorporate revisions from the CLIENT’s review of the work completed in prior phases into the final plans. The final Engineering Construction Plan package will be signed and stamped by a State of Indiana Professional Engineer and include the following:

- Existing topographical survey sheet
- Final layout plan
- Final stream grading plan (with estimated earthwork quantities)
- Final drainage calculations and supporting documentation.
- Final Erosion Control Plan (to be included with lead civil package)
- Final Operations and Maintenance Manual for stream relocation
- Technical specifications plan sheet
- Review and revisions per local regulatory agency
- Stormwater Pollution Prevention Plan (plan sheets) includes obtaining approval
- Relevant Support Documents
- Bid Document Preparation and Management

ALTERNATE: Design-Build Delivery by V3

Following completion of W22, V3 will provide a guaranteed maximum price for implementation serving as the Design Build contractor for the wetland mitigation improvements. Under this approach, PHASE W22A would not be required, rather V3 would be responsible for advancing the mitigation design and coordinating implementation of the approved improvements in a manner that supports permitting requirements, constructability, schedule efficiency, and field execution. Design-build delivery by V3 may allow the project team to integrate design decisions with anticipated construction sequencing, identify practical field adjustments earlier in the process, and reduce potential conflicts between final design documents and construction-phase implementation.

V3's services under this alternate phase will include design-build coordination with the CLIENT and/or OWNER, development or refinement of mitigation plans based on constructability considerations, preparation of supplemental details required for construction, coordination of subcontractors or specialty contractors as needed, procurement support, limited construction administration, and field coordination to support construction of the permitted mitigation improvements. V3 would also coordinate with applicable regulatory agencies, as necessary, to confirm that field implementation remains consistent with the approved permit conditions and mitigation objectives.

This alternate phase also includes long-term maintenance, post-construction monitoring, and long term monitoring services otherwise described in this scope. Not included are permit modifications resulting from CLIENT- or OWNER-directed changes, utility relocations, or services outside the limits of the wetland mitigation improvements. If selected, the specific design-build scope, construction responsibilities, subcontractor roles, schedule, assumptions, exclusions, and compensation will be mutually agreed upon prior to commencement of the work.

SCHEDULE

V3 proposes to begin work on this project upon execution of the contract. The scope included in this proposal is expected to be completed as quickly as possible to facilitate construction of the interconnector in 2027.

Project: Westfield Interconnect - Wetland Mitigation Permit Approval Preliminary Schedule

	October				November					December				January				February				March				April				May					
	5	12	19	26	2	9	16	23	30	7	14	21	28	4	11	18	25	1	8	15	22	1	8	15	22	29	5	12	19	26	3	10	17	24	31
Mitigation Location Inspection																																			
Fieldwork																																			
Analysis																																			
Topographic Survey																																			
Mitigation Design and Support Documentation																																			
Team Review																																			
PCN and Isolated Wetland Submittal (USACE & IDEM)																																			
USACE and IDEM Review and Approvals																																			
IDNR CIF Permitting (Mitigation Site)																																			
Submittal																																			
Review and Approvals																																			

*Preliminary schedule based on a Nationwide Permit 14 for Linear Transportation Projects. A revised schedule may necessary be if the IDEM elevates to an Individual Water Quality Certification

COMPENSATION

V3 shall be compensated as follows for the service(s) described above:

Phase	Services	Fee Basis	Total Fee	Est. Labor Hours**
W01	Mitigation Location Inspection	Lump Sum	\$7,300.00	40
VP01	Topographic Survey Services	Lump Sum	\$6,950.00	39
W22	Design Development Wetland Mitigation Plan	Lump Sum	\$25,600.00	170
W26	Construction in Floodway Approval	Lump Sum	\$8,850.00	58
W22A*	Natural Resource Construction Documents	Lump Sum	\$26,470.00*	155
Estimated Total			\$75,170.00	

*Please note: If Client/Owner ops for the alternative delivery, Phase W22A will be deducted from the contract amount.

**Please note: Est. Labor hours include expenses in the lump sum fee

Attachments	
V3 STANDARD TERMS AND CONDITIONS	
V3 STANDARD BILLING RATE SCHEDULE	

The above fees are **lump sum** unless noted otherwise. Where fees are noted as “hourly” the fee will be based on the hours expended on the tasks by V3 employees multiplied by their applicable billing rate. The fee listed is a cap that will not be exceeded without prior authorization of the CLIENTS.

If Additional Services are required, V3 shall be paid a fee based on the actual hours expended multiplied by V3's Billing Rate Schedule attached hereto or other negotiated fee.

In addition to the professional services fees set forth above, V3 shall be compensated for 110% of reimbursable expenses such as printing, postage, messenger service, travel, mileage and tolls to/from meetings and other similar project-related items.

CLIENT will be invoiced monthly for Professional Services and reimbursable expenses (if applicable). The above financial arrangements are on the basis of prompt payment of invoices and the orderly and continuous progress of the Project through construction.

MISCELLANEOUS CONTRACTUAL ITEMS

The fee and completion schedule stated herein is valid for 30 days from the date of this agreement. If the 30 days have expired, V3 reserves the right to renegotiate the fee and/or completion schedule with the CLIENT.

If there are protracted delays for reasons beyond V3's control, an equitable adjustment of the above-noted compensation shall be negotiated taking into consideration the impact of such delay on the pay scales applicable to the period when V3's services are, in fact, being rendered.

If CLIENT or other interested parties request digital files of design or other data, V3 shall be indemnified from any claims arising out of the accuracy, misuse or reuse by others of the data delivered in digital form.

We appreciate the opportunity to present this scope of services to WSP and the City of Westfield and look forward to completing this project.

Best regards,
V3 COMPANIES, LTD.



Jeffrey S. Moody
Regulatory Services Group Leader

Accepted For:
WSP

By: _____

Title: _____

Date: _____



V3 COMPANIES, LTD. (CONSULTANT) GENERAL TERMS AND CONDITIONS

1. CLIENT'S RESPONSIBILITIES

CLIENT shall do the following in a timely manner so as not to delay the services of CONSULTANT.

- a. Provide all criteria and full information as to CLIENT's requirements for the Project, including design objectives and constraints, borings, probings and subsurface explorations, hydrographic surveys, laboratory tests, environmental assessment and impact statements, property, boundary, easement, right-of-way, topographic and utility surveys, property and legal descriptions, zoning, deed and other land use restrictions; all of which CONSULTANT may use and rely upon in performing services under this Agreement. CONSULTANT shall not be responsible for the accuracy, completeness, and timeliness of services and information provided by the CLIENT or CLIENT's other consultants.
- b. Arrange for access to and make all provisions for CONSULTANT to enter upon public and private property as required for CONSULTANT to perform services under this Agreement.
- c. Give prompt written notice to CONSULTANT whenever CLIENT observes or otherwise becomes aware of any development that affects the scope or timing of CONSULTANT's services, or any defect or non-conformance in the work of any Contractor.

2. CONSULTANT'S RESPONSIBILITIES

CONSULTANT will render Professional Services in accordance with generally accepted and currently recognized practices and principles and in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing at the same time and in the same or similar locality. CONSULTANT makes no warranty, either expressed or implied, with respect to its services.

- a. Notwithstanding anything to the contrary which may be contained in this Agreement or any other material incorporated herein by reference, or in any Agreement between the CLIENT and any other party concerning the Project, the CONSULTANT shall not have control or be in charge of and shall not be responsible for the means, methods, techniques, sequences or procedures of construction, or the safety, safety precautions or programs of the CLIENT, the construction contractor, other contractors or subcontractors, other than its own activities or own subcontractors in the performance of the work described in this agreement. Nor shall the CONSULTANT be responsible for the acts or omissions of the CLIENT, or for the failure of the CLIENT, any architect, engineer, consultant, contractor or subcontractor to carry out their respective responsibilities in accordance with the Project documents, this Agreement or any other agreement concerning the Project. Any provision which purports to amend this provision shall be without effect unless it contains a reference that the content of this condition is expressly amended for the purposes described in such amendment and is signed by the CONSULTANT.
- b. CLIENT reserves the right by written change order or amendment to make changes in requirements, amount of work, or time schedule adjustments, and CONSULTANT and CLIENT shall negotiate appropriate adjustments acceptable to both parties to accommodate any changes.
- c. The CONSULTANT will be responsible for correctly laying out the design data shown on the contract documents where construction staking services are a part of this Agreement. The CONSULTANT is not responsible for, and CLIENT agrees herewith to hold CONSULTANT harmless from any and all errors which may be contained within any Contract Documents prepared by others. It is expressly understood that the uncovering of errors in the plans and specifications prepared by others is not the responsibility of the CONSULTANT and any and all costs associated with such errors shall be borne by CLIENT.

3. TERMS OF PAYMENT

CONSULTANT shall submit monthly statements for Basic and Additional Services rendered and for Reimbursable Expenses incurred, based upon CONSULTANT's estimate of the proportion of the total services actually completed at the time of billing or based upon actual hours expended during the billing period. CLIENT shall make prompt monthly payments in response to CONSULTANT's monthly statements. If CLIENT disputes all or any portion of an invoice, CLIENT shall notify CONSULTANT within 14 calendar days of the date of the invoice, describe the nature of the dispute, and pay undisputed sums. Thereafter CONSULTANT and CLIENT shall make a good faith effort to resolve such dispute.

CLIENT's obligation to pay for services rendered under this Agreement is in no way contingent upon the CLIENT's ability to obtain financing, zoning, approvals from governmental or regulatory agencies, final adjudication of a lawsuit in which CONSULTANT is not involved, or upon CLIENT's successful completion of the project. No deduction shall be made from any CONSULTANT invoice on account of penalty, liquidated damages or other sums withheld. It is agreed that all expenses incurred by CONSULTANT in enforcing this Agreement or in filing liens, obtaining judgments or collecting any delinquent amounts due, including reasonable attorney's fees, shall be recoverable from the CLIENT.

If CLIENT fails to make any payment due CONSULTANT for services and expenses within thirty (30) days after receipt of CONSULTANT's statement therefore, the past amounts due CONSULTANT will be increased at the rate of 1.5% per month from said thirtieth day. CONSULTANT may after giving seven days written notice to CLIENT, suspend services under this Agreement until CONSULTANT has been paid in full all amounts due for services, expenses and charges including all costs of collection (including reasonable attorneys' fees). CONSULTANT shall have no liability whatsoever to CLIENT for any costs or damages as a result of such suspension.

4. SUSPENSION OF SERVICES

CLIENT may, at any time, by written order to CONSULTANT require CONSULTANT to stop all, or any part, of the services required by this Agreement. Upon receipt of such an order CONSULTANT shall immediately comply with its terms and take all reasonable steps to minimize the occurrence of costs allocable to the services covered by the order. CLIENT, however, shall pay all costs associated with the suspension. If the project resumes after being suspended 30 days or more, the contract fee may be re-negotiated to reflect costs of delay, start-up, and other costs. CONSULTANT reserves the right to terminate this Agreement if its services are suspended or the project is dormant for a period of 60 days or more.

5. TERMINATION

This Agreement may be terminated by either party upon fourteen (14) days written notice. If terminated, CLIENT agrees to pay CONSULTANT for all Basic and Additional Services rendered and Reimbursable Expenses incurred up to the date of termination.

6. ATTORNEY'S FEES

In the event of any dispute that leads to litigation arising from or related to the services provided under this agreement, the prevailing party will be entitled to recovery of all reasonable costs incurred, including staff time, court costs, attorney's fees and other related expenses. Prevailing party is the party who recovers at least 75% of its total

claims in the action or who is required to pay no more than 25% of the other party's total claims in the action when considered in the totality of claims and counterclaims, if any. In claims for money damages, the total amount of recoverable attorney's fees and costs shall not exceed the net monetary award of the prevailing party.

7. REUSE OF DOCUMENTS

All documents including but not limited to Reports, Drawings and Specifications prepared or furnished by CONSULTANT (and CONSULTANT's independent professional associates and consultants) pursuant to this Agreement are Instruments of Service in respect of the Project and CONSULTANT shall retain an ownership and property interest therein whether or not the Project is completed. Upon payment to CONSULTANT for services performed, CLIENT may make and retain copies for information and reference in connection with the use and occupancy of the Project by CLIENT and others; however, such documents are not intended or represented to be suitable for reuse by CLIENT or others on extensions of the Project or on any other project. Any reuse without written verification or adaptation by CONSULTANT for the specific purpose intended will be at CLIENT's sole risk and without liability or legal exposure to CONSULTANT, or to CONSULTANT's independent professional associates or consultants, and CLIENT shall indemnify, defend, and hold harmless CONSULTANT and CONSULTANT's independent professional associates and consultants from all claims, damages, losses and expenses including reasonable attorney's fees and costs of defense arising out of or resulting therefrom. Any such verification or adaptation will entitle CONSULTANT to further compensation at rates to be agreed upon by CLIENT and CONSULTANT.

8. INSURANCE

Upon CLIENT request the CONSULTANT shall provide the CLIENT with certificates of insurance evidencing all coverages held by the CONSULTANT.

In order that the CLIENT and the CONSULTANT may be fully protected against claims, the CLIENT agrees to secure from all CONTRACTORS and SUBCONTRACTORS working directly or indirectly on the project, prior to the commencement of work of any kind, a separate policy of insurance covering public liability, death and property damage naming the CLIENT and the CONSULTANT and their officers, employees and agents as additional insureds, and that said CONTRACTOR and SUBCONTRACTORS shall maintain such insurance in effect and bear all costs for the same until completion or acceptance of the work. Certificates of said insurance shall be delivered to the CLIENT and to the CONSULTANT as evidence of compliance with this provision. However, the lack of acknowledgment and follow-up by CONSULTANT regarding the receipt of said certificates does not waive CLIENT's and CONTRACTOR's obligation to provide said certificates.

9. DIGITAL TRANSMISSIONS.

The parties agree that each may rely, without investigation, upon the genuineness and authenticity of any non-design document, including any signature or purported signature, transmitted digitally, without reviewing or requiring receipt of the original document. Each document or signature so transmitted shall be deemed an enforceable original. Upon request, the transmitting party agrees to provide the receiving party with the original document transmitted digitally; however, the parties agree that the failure of either party to comply with such a request shall in no way affect the genuineness, authenticity or enforceability of the document. Each party waives and relinquishes as a defense to the formation or enforceability of any contract between the parties, or provision thereof the fact that a digital transmission was used.

For design drawings, construction documents, and reports: due to the unsecured nature of CAD files and other electronic data, and the inability of the originator to establish controls over the use thereof, CONSULTANT assumes no responsibility for any consequences arising out of the use of the data that is transmitted digitally. It is the sole responsibility of the user to check the validity of all information contained herein. The user shall at all times refer to the signed and sealed design drawings or other documents during all phases of the project. The user shall assume all risks and liabilities resulting from the use of this data.

10. CERTIFICATIONS, GUARANTEES AND WARRANTIES

CONSULTANT shall not be required to sign any documents, no matter by whom requested, that would result in the CONSULTANT having to certify, guarantee or warrant the existence of conditions whose existence the CONSULTANT cannot ascertain. CLIENT also agrees not to make resolution of any dispute with CONSULTANT or payment of any amount due to the CONSULTANT in any way contingent upon the CONSULTANT signing any such certification.

11. CONSTRUCTION PHASE SERVICES

If construction phase services are provided as part of this Agreement, CONSULTANT shall not control or be responsible for another's means, methods, techniques, schedules, sequences or procedure, or for construction safety or any other related programs, or for another's failure to complete the work in accordance with the plans and specifications. If construction phase services are to be provided to determine the general progress of the work, they shall not include supervision of the contractors, or of their means, methods, techniques, schedules, sequences or procedures, or for construction safety or any other related programs. CONSULTANT maintains the right but not the duty to recommend that CLIENT reject work that does not appear to conform generally to the plans and specifications. CONSULTANT shall not have any liability for recommendations made in good faith.

If Construction Documents are part of this Agreement and construction phase services are excluded from this Contract, CLIENT is responsible for interpreting the Construction Documents and specifications and observing the work of the contractors for general conformance with the Construction Documents. If CLIENT authorizes deviations from the Construction Documents or specifications prepared by CONSULTANT, CLIENT agrees to indemnify, defend and hold CONSULTANTS, its directors, officers, shareholders, partners, or employees, harmless from and against any and all claims, liabilities, suits, demands, losses, costs and expenses, including, but not limited to reasonable attorneys' fees, all legal expenses and CONSULTANTS time, to the extent such claim, loss, damage or expense arises out of or results in whole or in part from such deviations, regardless of whether or not such claim, loss, damage or expense is caused in part by CONSULTANT.

12. INDEMNIFICATION

CONSULTANT agrees to the fullest extent permitted by law, to indemnify and hold CLIENT and its AGENTS harmless from loss, cost (including reasonable attorney's fees and costs of defense) or expense for property damage and bodily injury, including death, to the extent caused by CONSULTANT's, or its employees' negligent acts, errors or omissions in the performance of professional services under this Agreement.

CLIENT and its AGENTS agree to the fullest extent permitted by law, to indemnify and hold CONSULTANT, its directors, officers, shareholders and employees harmless from any loss, cost (including reasonable attorney's fees and costs of defense) or expense for property damage and bodily injury, including death, caused solely by CLIENT's and its AGENTS, its agents or employees, negligent acts, errors or omissions in the performance of professional services under this Agreement

If the negligence or willful misconduct of both the CONSULTANT and CLIENT and its AGENTS (or a person identified above for whom each is liable) is a cause of such damage or injury, the loss, cost, or expense shall be shared between CONSULTANT and CLIENT and its AGENTS in proportion to their relative degrees of negligence acts, errors or omissions and the right of indemnity shall apply for such proportion.

13. WAIVER OF CONTRACT BREACH

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

14. WAIVERS OF CONSEQUENTIAL DAMAGES AND SUBROGATION

CLIENT and CONSULTANT waive all claims to consequential damages for any claims or disputes arising out of or related to this Agreement. In addition, CLIENT and CONSULTANT waive all claims against each other to the extent covered by any applicable insurance during design or construction, including but not limited to claims for subrogation.

15. LIMITATION OF LIABILITY

To the fullest extent permitted by law, the CONSULTANT's total liability to the CLIENT for any and all injuries, claims, losses, expenses, damages, or claim expenses arising out of this agreement from any cause or causes shall not exceed the greater of \$100,000 or the total compensation received by CONSULTANT. Such causes include but are not limited to the CONSULTANT's negligence, errors, omissions, strict liability, or breach of contract. In no event shall CONSULTANT's liability exceed the proceeds available under CONSULTANT's insurance policies.

16. NO PERSONAL LIABILITY

CLIENT and CONSULTANT shall not bring claims or lawsuits against each other's directors, officers, shareholders, employees, subsidiaries, or affiliates.

17. HAZARDOUS MATERIALS

The CONSULTANT, its principals, employees, agents or consultants shall perform no services relating to the investigation, detection, abatement, replacement, discharge, or removal of any toxic or hazardous contaminants or materials on this project. The CLIENT acknowledges that, with regard to this Agreement, the CONSULTANT has no professional liability (errors and omissions) or other insurance for claims arising out of the performance or failure to perform professional services related to the investigation, detection, abatement, replacement, discharge or removal of products, materials or processes containing asbestos or any other toxic or hazardous contaminants or materials ("Hazardous Materials"). Those services are not included in the scope of this Agreement.

18. ENTIRE AGREEMENT AND SEVERABILITY

This Agreement is the entire and integrated agreement between CLIENT and CONSULTANT and supersedes all prior negotiations, statements or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both CLIENT and CONSULTANT. In the event that any term or provision of this agreement is found to be void, invalid or unenforceable for any reason, that term or provision shall be deemed to be stricken from this agreement, and the balance of this agreement shall survive and remain enforceable.

19. NO ASSIGNMENT

Neither party can assign this Agreement without the other party's written consent.

20. DISPUTE RESOLUTION AND CONTROLLING LAW

CLIENT and CONSULTANT agree to mediate claims or disputes arising out of or relating to this Agreement as a condition precedent to litigation. If a third party is required, the mediation shall be conducted by an attorney or any other mediation service acceptable to the parties. A demand for mediation shall be made within a reasonable time after a claim or dispute arises and the parties agree to participate in mediation in good faith. Mediation fees shall be shared equally within reason, if needed. In no event shall any demand for mediation be made after such claim or dispute would be barred by the applicable law. In the event mediation or dispute over non-payment or partial payment to CONSULTANT incurs, CLIENT will be responsible for any and all legal fees, interest of late payments, and necessary expenses required to secure rightful payments.

This Agreement is governed by the laws of the state in which the Project is located.



V3 COMPANIES BILLING RATE SCHEDULE

(Rates effective January 1, 2026 through December 31, 2026)

<u>Description</u>	<u>Hourly Rate</u>	<u>Description</u>	<u>Hourly Rate</u>
Principal	\$ 265.00	Civil Designer III	\$ 160.00
Senior Resident Construction Manager	\$ 260.00	Project Surveyor III	\$ 150.00
Chief Estimator	\$ 255.00	Construction Technician IV	\$ 150.00
Director, Field Operations (CG)	\$ 250.00	Landscape Architect II	\$ 145.00
Senior Project Manager	\$ 250.00	Landscape Designer II	\$ 145.00
Survey Crew	\$ 245.00	Project Landscape Architect II	\$ 145.00
Senior Estimator	\$ 245.00	Construction Representative II	\$ 145.00
Senior Survey Project Manager	\$ 235.00	Planner I	\$ 145.00
Resident Construction Manager II	\$ 230.00	Civil Designer II	\$ 145.00
Superintendent	\$ 230.00	Project Scientist I	\$ 145.00
Senior Administration	\$ 230.00	Field Technician (ER)	\$ 145.00
Resident Engineer II	\$ 230.00	Project Landscape Designer II	\$ 145.00
Senior Crew Chief	\$ 225.00	Project Surveyor II	\$ 145.00
Estimator II	\$ 220.00	Construction Technician III	\$ 145.00
Union One Man Survey Crew	\$ 220.00	Construction Manager II (CG)	\$ 145.00
Administration VII	\$ 220.00	Project Surveyor I	\$ 140.00
Senior Project Construction Engineer	\$ 220.00	Senior Design Technician	\$ 140.00
Project Manager II	\$ 215.00	Technician III	\$ 140.00
Resident Construction Manager I	\$ 210.00	Restoration Superintendent	\$ 140.00
Field Operations Manager (ER)	\$ 210.00	Operator III	\$ 140.00
Senior Ecologist	\$ 210.00	Landscape Architect I	\$ 135.00
Senior Ecological Restoration Project Manager	\$ 210.00	Landscape Designer I	\$ 135.00
Survey Project Manager II	\$ 210.00	Project Landscape Architect I	\$ 135.00
Administration VI	\$ 210.00	Project Landscape Designer I	\$ 135.00
Project Construction Engineer II	\$ 210.00	Project Planner II	\$ 135.00
Resident Engineer I	\$ 210.00	Planning Technician III	\$ 135.00
Project Manager I	\$ 205.00	Design Technician III	\$ 135.00
Survey Project Manager I	\$ 200.00	Construction Technician II	\$ 135.00
Project Construction Engineer I	\$ 200.00	Scientist III	\$ 135.00
Ecological Restoration Project Manager II	\$ 200.00	Senior Estimating Technician	\$ 135.00
Administration V	\$ 200.00	Civil Designer I	\$ 130.00
Estimator I	\$ 200.00	Construction Representative I	\$ 130.00
Senior Project Engineer	\$ 200.00	Project Planner I	\$ 130.00
Senior Project Designer	\$ 200.00	Administration III	\$ 130.00
Civil Senior Project Designer	\$ 200.00	Construction Manager I (CG)	\$ 130.00
Senior Construction Representative	\$ 195.00	Technician II	\$ 130.00
Project Engineer II	\$ 190.00	Senior Survey Technician	\$ 130.00
Ecological Restoration Project Manager I	\$ 190.00	Construction Administrator II	\$ 130.00
Construction Administrator III	\$ 190.00	Planning Technician II	\$ 125.00
Project Designer II	\$ 190.00	Design Technician II	\$ 125.00
Civil Project Designer II	\$ 190.00	Construction Technician I	\$ 125.00
Senior Planner	\$ 185.00	Scientist II	\$ 125.00
Senior Project Landscape Architect	\$ 180.00	Estimating Technician II	\$ 125.00
Senior Project Landscape Designer	\$ 180.00	Operator II	\$ 125.00
Civil Project Designer I	\$ 180.00	Project Ecologist	\$ 120.00
Project Engineer I	\$ 180.00	Planning Technician I	\$ 115.00
Project Designer I	\$ 180.00	Field Ecologist III	\$ 115.00
Planner III	\$ 175.00	Design Technician I	\$ 115.00
Senior Project Scientist	\$ 175.00	Scientist I	\$ 115.00
Senior Construction Technician	\$ 170.00	Technician I/Intern	\$ 110.00
Administration IV	\$ 170.00	Administration II	\$ 110.00
Construction Representative V	\$ 170.00	Field Ecologist II	\$ 110.00
Construction Representative IV	\$ 165.00	Construction Administrator I	\$ 110.00
Landscape Architect III	\$ 160.00	Estimating Technician I	\$ 110.00
Landscape Designer III	\$ 160.00	Operator I	\$ 110.00
Planner II	\$ 160.00	Field Ecologist I	\$ 105.00
Project Scientist II	\$ 160.00	Administration I	\$ 90.00
Construction Technician V	\$ 160.00		
Construction Representative III	\$ 160.00		

CONTRACT FOR ENGINEERING SERVICES

THIS AGREEMENT is made and entered into this ____ day of _____, 2026, by and between the City of Westfield, Indiana acting by and through its proper officials (hereinafter referred to as the "OWNER"), and Egis BLN USA, Inc., Consulting Engineers, 8320 Craig Street, Indianapolis, Indiana 46250 (hereinafter referred to as the "CONSULTANT").

WITNESSETH

WHEREAS, the OWNER desires to contract for the professional services hereinafter described (the "Services"), in relation to the following described project (the "Project"):

On Call Agreement
City of Westfield, Indiana

WHEREAS, the CONSULTANT is qualified and prepared to perform the Services required in said work and they agree to perform the Services under the terms and conditions herein set forth; and,

WHEREAS, said funds are available for the Services; and,

WHEREAS, the OWNER is authorized to enter into this Agreement.

NOW, THEREFORE, IT IS MUTUALLY AGREED that the OWNER does hereby employ the CONSULTANT to perform the Services specified herein and agrees to pay for the Services the amounts hereinafter specified; and the CONSULTANT agrees to perform the Services as are herein enumerated.

SECTION I. SERVICES BY CONSULTANT

The Services to be provided by the CONSULTANT under this Agreement are as set forth in Appendix "A", which is attached to this Agreement and made an integral part hereof.

SECTION II. INFORMATION AND SERVICES TO BE FURNISHED BY OWNER

The information and services to be furnished by the OWNER under this Agreement are as set forth in Appendix "B", which is attached to this Agreement and made an integral part hereof.

SECTION III. NOTICE TO PROCEED AND SCHEDULE

The CONSULTANT shall begin the Services to be performed under this Agreement upon receipt of a Notice to Proceed from the OWNER as set forth in Appendix "C", which is attached to this Agreement and made an integral part hereof.

SECTION IV. COMPENSATION

The CONSULTANT shall receive payment for the Services performed under this Agreement as set forth in Appendix "D", which is attached to this Agreement and made an integral part hereof.

SECTION V. GENERAL PROVISIONS

The Standard Terms and Conditions for this Agreement are as set forth in Appendix "E", which is attached to this Agreement and made an integral part hereof.

SECTION VI. E-VERIFY AFFIDAVIT

The E-Verify Affidavit for this Agreement is as set forth in Appendix "F", which is attached to this Agreement and made an integral part hereof.

IN TESTIMONY WHEREOF, the parties hereto have executed this Agreement, the day and year first above mentioned.

CONSULTANT:
EGIS BLN USA, INC.

OWNER:
CITY OF WESTFIELD, INDIANA

(Midwest Regional Manager)

ATTEST:

ATTEST:

APPENDIX "A"

Services by Consultant

The CONSULTANT shall provide the OWNER with the following Services:

1. Provide professional engineering services as requested by the OWNER. Depending on the OWNER'S requirements and requests, the Services may include but are not limited to the following:
 - 1.1 Serve as the general consulting engineer for the OWNER
 - 1.2 Make preliminary investigations, design studies, necessary surveys, preliminary general plans and approximate estimates of cost for various projects
 - 1.3 Review subdivision plans and specifications for new developments
 - 1.4 Attend meetings as requested by the OWNER
 - 1.5 Represent the OWNER in project-related coordination efforts with Local, County, State, and Federal agencies
 - 1.6 Design Services
 - 1.7 Right of Way Engineering and Services
 - 1.8 Surveying
 - 1.9 Construction Observation
 - 1.10 Permits
 - 1.11 Utility Coordination
 - 1.12 Studies and Reports

APPENDIX "B"

Information and Services to be Furnished by Owner

The OWNER shall furnish the CONSULTANT with the following:

1. Guarantee access to and make all provisions for the CONSULTANT to enter upon public and private lands as required for the CONSULTANT to perform the Services under the Agreement.
2. All legal services as may be required for the development of the Project.
3. Provide access, at no expense to the CONSULTANT, to OWNER'S officers and/or staff, to all available information pertinent to the Project and the use of such information as appropriate in the accomplishment of the Services.
4. Obtain approval of all governmental authorities having jurisdiction over the Project and such approvals and consents from such other individuals or bodies as may be necessary for completion of the Project.

APPENDIX "C"

Notice to Proceed and Schedule

The OWNER shall issue a notice to proceed with the Services as set forth in Appendix "A" on a project specific basis.

APPENDIX “D”

Compensation

The OWNER shall compensate the CONSULTANT for the Services performed under this Agreement as follows:

1. Compensate the CONSULTANT for the Services under Appendix “A”, Item 1, a lump sum amount (as determined on a project specific basis) or an hourly basis by classification, as set forth in Attachment “D-1”, which is attached hereto and made an integral part hereof, plus expenses. The CONSULTANT is to be compensated monthly.
2. The classifications and rates may be adjusted annually (beginning April 2027) to reflect equitable changes in the compensation payable to the CONSULTANT.

ATTACHMENT "D-1"

Classifications and Billing Rates

Year 2026/2027

<u>Classification</u>	<u>Hourly Rate</u>
Department Manager	330.00
Project Manager	300.00
Project Engineer	235.00
Engineer Intern	155.00
Senior Environmental Analyst	270.00
Environmental Analyst	175.00
Land Surveyor	275.00
Senior Project Coordinator	295.00
Project Coordinator	140.00
CAD Technician	175.00
Survey Technician	185.00
R/W Services Technician	190.00
RPR	170.00
Legal/Contracts	230.00
Technical Intern	90.00
Administration	170.00

APPENDIX "E"

Standard Terms and Conditions

1. STANDARD OF CARE. The standard of care for all Services performed or furnished by CONSULTANT under this Agreement will be the care and skill ordinarily used by members of CONSULTANT's profession practicing under similar circumstances at the same time and in the same locality. CONSULTANT makes no warranties, express or implied. Since CONSULTANT has no control over competitive bidding or market conditions, CONSULTANT cannot guarantee the accuracy of any opinion of construction costs as compared to contract bids or actual costs to OWNER.

2. CHANGE OF SCOPE. The Services set forth in this Agreement are based on the information provided by OWNER to CONSULTANT as of the date of execution of this Agreement. CONSULTANT will promptly notify OWNER of any changes in scope of the Services in writing and changes in Services after the date of this Agreement shall be the basis for modifications to times of performance and CONSULTANT's compensation.

3. USE OF DOCUMENTS. All documents are instruments of service in respect to this Project, and CONSULTANT shall retain an ownership and property interest therein. OWNER may make and retain copies of documents prepared by CONSULTANT for information and reference in connection with use on the Project by OWNER. Such documents are not intended for use on extensions of the Project or on any other project. Any such use or modification without written verification or adaptation by CONSULTANT, will be at OWNER's sole risk and without liability or legal exposure to CONSULTANT, and OWNER shall indemnify and hold harmless CONSULTANT from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting therefrom.

4. RELATIONSHIP WITH CONTRACTORS. CONSULTANT may make recommendations to OWNER concerning actions relating to OWNER's contractors, but CONSULTANT shall not have authority to direct or supervise the means, methods, techniques, sequences or procedures of construction selected by OWNER's contractors. CONSULTANT specifically disclaims any authority or responsibility for general job site safety and safety of persons other than CONSULTANT's employees.

5. DELAYS. If events beyond the control of CONSULTANT, including, but not limited to, fire, flood, explosion, riot, strike, war, Project shutdown, acts or omissions of OWNER or others for whom CONSULTANT is not responsible, Acts of God or the public enemy, and act or regulation of any government agency, result in delay to any schedule established in this Agreement, such schedule shall be extended for a period equal to the delay. If OWNER requests changes in the scope, extent, or character of the Services or the Project, the time of performance of the Services shall be adjusted equitably. If such schedule is changed through no fault of CONSULTANT, CONSULTANT's compensation shall be equitably adjusted.

6. TERMINATION. Either party may terminate this Agreement upon 30 days written notice to the other party in the event of substantial failure by the other party to perform in accordance with its obligations under this Agreement through no fault of the terminating party. In the event of such termination, OWNER shall pay CONSULTANT for all Services properly rendered prior to termination, including profit and expenses relating thereto.

CONSULTANT or OWNER, for purpose of convenience, may at any time by written notice terminate the Services under this Agreement. In the event of such termination, OWNER shall pay CONSULTANT for all Services rendered prior to termination including profit and expenses relating thereto. In the event of such termination by OWNER, OWNER shall also pay CONSULTANT for any expenses of termination and the anticipated profit of the terminated Services.

7. INSURANCE. CONSULTANT will provide and maintain insurance coverage for Professional, Commercial General, Automobile, Worker's Compensation and Employer's Liability in amounts in accordance with applicable law and CONSULTANT's business requirements. Certificates evidencing such coverage will be provided to OWNER upon request. For projects involving construction, OWNER agrees to require its construction contractor, if any, to include CONSULTANT as an additional insured on its policies relating to the Project.

8. INDEMNITY. OWNER and CONSULTANT each agree to indemnify and hold the other harmless, and their respective officers, employees, agents, and representatives, from and against liability for all claims, losses, damages, and expenses, to the extent such claims, losses, damages, or expenses are caused by the indemnifying party's negligent acts, errors, or omissions. In the event claims, losses, damages, or expenses are caused by the joint or concurrent negligence of OWNER and CONSULTANT, they shall be borne by each party in proportion to its negligence.

9. LIMITATIONS OF LIABILITY. No employees or agents of CONSULTANT shall have individual liability to OWNER. OWNER agrees that, to the fullest extent permitted by law, CONSULTANT's total liability to OWNER for any and all injuries, claims, losses, expenses or damages whatsoever arising out of or in any way related to the Project or this Agreement from any causes including, but not limited to, CONSULTANT's negligence, errors, omissions, strict liability, or breach of contract shall not exceed the total compensation received by CONSULTANT under this Agreement, except for personal injury or property damage which shall be limited to the extent of CONSULTANT insurance coverage. To the fullest extent permitted by law, and except for claims for indemnification, the time period for bringing claims regarding CONSULTANT's performance under this Agreement shall expire one year after the last day of the CONSULTANT's performance of the Services.

10. CONSULTANT VERIFICATION. The CONSULTANT is not required to check or verify OWNER-provided information or the technical adequacy or compliance of any portion of the Project designed by the OWNER's Consultants.

11. LATE PAYMENTS. If the OWNER fails to make any payment due the CONSULTANT within sixty (60) calendar days, the CONSULTANT shall be entitled to interest at the annual rate of twelve percent (12%) plus costs of collection and reasonable attorneys' fees. CONSULTANT may, after giving seven (7) days written notice to OWNER, suspend Services under this Agreement until CONSULTANT has been paid in full.

12. MISCELLANEOUS. The parties acknowledge this Agreement constitutes the entire and integrated Agreement between them. This Agreement, upon execution by both parties hereto, can be modified only by a written Instrument signed by both parties. The rights and obligations of this Agreement cannot be assigned by either party without the written permission of the other party. This Agreement shall be binding upon and inure to the benefit of any permitted assigns. No waiver by either party of any default by the other party in the performance of any particular section of this Agreement shall invalidate another section of this Agreement or operate as a waiver of any future default, whether like or different in character. CONSULTANT and OWNER agree that the laws of the state where the Project is located shall govern this Agreement and any dispute involving this Agreement.

13. E-VERIFY. Pursuant to I.C. 22-5-1.7-11, the CONSULTANT shall enroll in and verify the work eligibility status of all newly hired employees through the "E-Verify" program. The CONSULTANT shall not verify the work eligibility of all newly hired employees if the "E-Verify" program no longer exists.

14. NO INVESTMENT IN IRAN. As required by IC 5-22-16.5, the CONSULTANT certifies that the CONSULTANT is not engaged in investment activities in Iran.

APPENDIX “F”

E-Verify Affidavit

“The CONSULTANT affirms under the penalties of perjury that he/she/it does not knowingly employ an unauthorized alien.

The CONSULTANT shall enroll in and verify the work eligibility status of all his/her/its newly hired employees through the E-Verify program as defined in IC 22-5-1.7-3. The CONSULTANT is not required to participate should the E-Verify program cease to exist. Additionally, the CONSULTANT is not required to participate if the CONSULTANT is self-employed and does not employ any employees.

The CONSULTANT shall not knowingly employ or contract with an unauthorized alien. The CONSULTANT shall not retain an employee or contract with a person that the CONSULTANT subsequently learns is an unauthorized alien.

The CONSULTANT shall require his/her/its SUBCONSULTANTS, who perform work under this contract, to certify to the CONSULTANT that the SUBCONSULTANT does not knowingly employ or contract with an unauthorized alien and that the SUBCONSULTANT has enrolled and is participating in the E-Verify program. The CONSULTANT agrees to maintain this certification throughout the duration of the term of a contract with a SUBCONSULTANT.

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

Egis BLN USA, Inc.
(Business Name)

By: _____
(Signature)

Scott Kluesner
(Printed)

Midwest Regional Manager

2026 AGREEMENT BETWEEN
CITY OF WESTFIELD, INDIANA
AND
WESTFIELD WASHINGTON TOWNSHIP, HAMILTON COUNTY

This AGREEMENT, is made and entered into by and between the CITY OF WESTFIELD, INDIANA, AND WESTFIELD WASHINGTON TOWNSHIP, HAMILTON COUNTY, INDIANA, hereinafter referred to as the "CITY" and "TOWNSHIP" respectively, and the "PARTIES," collectively.

WHEREAS, the parties believe it to be in the best interest of their respective citizens to enter into a contract under the provisions of Indiana Code §§ 36-1-7-2(b) and 36-1-7-12(a) for fire protection, advanced life support, and emergency medical services "Fire and EMS Services."

NOW, THEREFORE, in consideration of the foregoing recitals and the covenants and conditions set forth herein, the Parties mutually agree as follows:

I. Scope of Services

- 1) The foregoing recital is incorporated by reference. The City shall provide Fire and EMS Services within the unincorporated portion of the Township in a manner consistent with the City as an integrated territory with the City, not as an independent, autonomous or segregated territory. If temporary demands for services exceed the Westfield Fire Department's (WFD) capacity, WFD may use its mutual aid agreements as necessary to supplement its personnel, apparatus, and equipment.
- 2) The City shall maintain Fire and EMS services in the Township and maintain minimum staffing standards for all WFD personnel currently in place or any negotiated change between the City and the Township. Under no circumstances shall the City be liable to the Township for an interruption or failure of service due to acts of God, unavoidable accident, or any other circumstance beyond the control of the City/WFD which is not covered by insurance.
- 3) The City shall provide support services as required to serve the Township as an integrated territory within the City of Westfield.
- 4) The City shall maintain, for the Township, accurate records as may be required by the Insurance Services Office (ISO) and the State of Indiana Department of Local Government and Finance.
- 5) The City shall carry adequate liability insurance covering all Fire and EMS Services and operations of WFD for the mutual benefit of both City/WFD and the Township and (to the extent permitted by Indiana law) shall hold the Township, the Township Trustee and the Township Board harmless from any and all liability related to Fire Protection except as limited above or to the extent caused by the Township's willful misconduct or gross negligence.

II. Compensation

- 1) In consideration for Fire and EMS services provided by the City/WFD in 2026, and the other terms and conditions of this Agreement, the Township shall pay to the City the contract sum of One Million, One Hundred and Forty Nine Thousand, Six Hundred forty five, and Fifty Six Cents (\$1,149,645.56) in two (2) installments, based on the shared cost formula for 2026 outlined in the Tables below:

TABLE A - 2026 - Estimated ALS Credit for 2025

2025 EMS Revenues	\$	1,848,357.82
multiplied by the percentage of Township AV		4.30%
Estimated 2025 ALS credit to Township:	\$	79,546.39

TABLE 1 - 2026 - Summary of Fire and EMS Expenses

Fund No	Name	Expense
103	Fire Fund	\$ 24,945,698.00
101	Centralized Costs	\$ 230,687.10
331	Station 81	\$ 931,000.00
351	GO Bond 2020	\$ 562,828.00
355	GO Bond 2023	\$ 1,191,625.00
356	Station 84	\$ 289,000.00
	Station 85	\$ 410,943.97
Total:		\$ 28,561,782.07

TABLE 2 - 2026 - AV, Assigned AV, Budget Allocation

Organization	Assessed Value	% of Total AV	Budget Share
City of Westfield	\$ 6,756,351,760.00	95.70%	\$ 27,332,590.12
Unincorporated Township Area	\$ 303,844,353.00	4.30%	\$ 1,229,191.95
Total:	\$ 7,060,196,113.00	100.00%	\$ 28,561,782.07

TABLE 3 - 2026 - Township Contributions for Fire and EMS Services

Item	Budget
Gross Contribution	\$ 1,229,191.95
Estimated ALS Revenue Credit	\$ (79,546.39)
2025 reconciliation	\$ -
*Total Net Contribution	\$ 1,149,645.56

* Annual payment of \$1,149,645.56 paid in two installments of \$574,822.78 by July 15, 2026 and \$574,822.78 by December 31, 2026.

III. Terms

- 1) The term of this agreement shall be for a period of one (1) year beginning January 1, 2026 and ending December 31, 2026. The contract shall renew upon terms and conditions agreed to by both parties, with contract rates adjusted per the cost formula in Tables A, with credit adjustments based on the previous year's actual activity and/or reconciliation. In the event a mutually acceptable contract is not reached, the City will continue to provide Fire & EMS services to the Township at the same rate of the agreement in place until a year from the date of agreement termination, or until the Parties agree to terminate the provision of services- whichever occurs earlier.

IV. Intergovernmental Communications/Governance

- 1) The Fire Chief, Mayor and the Township Trustee shall meet together at least yearly to discuss issues which are of interest or concern to either party. Emergency or additional meetings may be called upon agreement between the Township Trustee and the Mayor.
- 2) The City shall notify the Township Trustee of significant developments, issues, or concerns affecting the operations of WFD. The Township Trustee shall notify WFD of any significant developments, issues or concerns affecting the provision of services under this Agreement.
- 3) The City will provide quarterly run reports to the Trustee.
- 4) The Township is requesting the purchase of Services from the City under the allowable provisions of Indiana Code §§ 36-1-7-2(b) and 36-1-7-12(a). The relationship of the parties hereto shall be treated as such and as provided for in this Agreement, and neither the City nor any of its agents, employees, officer, elected officials, or contractors shall be deemed Township employees. The City shall have the sole responsibility to pay to or for its agents, employees and contractors all statutory, contractual and other benefits and/or obligations as they become due under the policies and procedures of the City.

V. Administration

- 1) The Township Trustee will be responsible for contract oversight on behalf of the Township and have the authority to act on behalf of the Township in identifying elements of a potential or pending breach or to point out areas of possible improvement. The Fire Chief will be responsible for contract oversight on behalf of the City and have the authority to act on behalf of the City in identifying elements of a potential or pending breach or to point out areas of possible improvement.

VI. Facilities

- 1) The Township has made available, and during the term of this Agreement agrees to make available to the City all of its fire-fighting equipment and facilities including Township Station 382. The City/WFD shall be responsible for all operating and minor

maintenance expenses of Station 382 with the exception of fire and extended insurance coverage which shall be borne by the Township.

VII. Technology

- 1) The City will provide computers, radios, Mobile Data Computers (MDC's), and other such equipment needed to provide fire and emergency medical services. The City/WFD may provide upgrades and enhancements as needed, to ensure existing operations from Station 382 are compatible with the City/WFD's existing operations and records management systems upon coordinating the same with the Township Trustee.

VIII. Termination and Default

- 1) If a party's ability to perform its obligations under this agreement becomes impractical due to a legislative act by an entity not party to this Agreement, the parties agree to negotiate such changes to the Agreement as may be required to continue operations. If negotiations are unsuccessful, the party that is unable to perform its obligations may terminate its rights and obligations under this Agreement effective six (6) months after the legislation becomes effective.
- 2) Either Party may terminate the agreement, without cause, on December 31 of any contract year providing that the party has given notice of not less than 180 days.

IX. Waiver

- 1) Any delay or inaction on the part of either party in exercising or pursuing its rights and/or remedies hereunder or under law shall not operate to waive any such rights and/or remedies nor in any way affect the rights of such party to require such performance at any time thereafter.

XI. Non-Assignment

- 1) The City shall not assign or pledge this Agreement nor delegate its obligations hereunder without the Township's prior written consent.

XII. Entire Agreement

- 1) This Agreement contains the entire agreement of and between the parties hereto with respect to the subject matter hereof, and no prior agreement, understanding or representation pertaining to such subject matter, written or oral, shall be effective for any purpose. No provision of this Agreement may be amended, added to or subtracted from except by an agreement in writing signed by both parties hereto and/or their respective successors in interest. To the extent any provision contained in this Agreement conflicts with any provision contained in any exhibit attached hereto, the provision contained in this Agreement shall prevail.

XIII. Representation and Warranties

- 1) Each party hereto represents and warrants that it is authorized to enter into this Agreement and that any person or entity executing this Agreement on behalf of such party has the authority to bind such party or the party which they represent, as the case may be.

XIV. Headings

- 1) All headings and sections of this Agreement are inserted for convenience only and do not form a part of this Agreement nor limit, expand or otherwise alter the meaning of any provision hereof.

XV. Advice of Counsel

- 1) The parties warrant that they have read this Agreement and fully understand it, have had an opportunity to obtain the advice and assistance of counsel throughout the negotiation of same, and enter into same freely, voluntarily, and without any duress, undue influence or coercion.

XVI. Records and Inspections

- 1) The parties shall maintain full and accurate records with respect to all matters covered under this agreement for three (3) years after the expiration or early termination of this agreement. The Parties shall have free access at all proper times to such records and the right to examine and audit the same and to make transcripts there from, and to inspect all program data, documents, proceedings and activities.

XVII. Access to Public Records Act

- 1) The parties understand and agree that any "public record", as that term is defined in Indiana Code § 5-14-3-2(r), as amended, that is related to the subject matter of this Agreement, whether the same is in the possession or control of either Party, may be subject to release under and pursuant to the provisions of Indiana's Access to Public Records Act, as codified in Indiana Code § 5-14-3-1, *et seq.*, as amended.

XVIII. Nondiscrimination

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

XIX. Severability

- 1) If any provision of this Agreement is held to be invalid, illegal or unenforceable by a court of competent jurisdiction, that provision shall be stricken, and all other provisions of this Agreement that can operate independently of same shall continue in full force and effect.

Scott A. Willis, Mayor

City of Westfield

Date:

A large, stylized handwritten signature in black ink, appearing to read 'Jamie Goetz Mills'.

Jamie Goetz Mills, Trustee

Westfield Washington Township

Date:

7/14/26

RESOLUTION 26-153

A RESOLUTION OF THE CITY OF WESTFIELD BOARD OF PUBLIC WORKS AND SAFETY AUTHORIZING CHANGE ORDER #1 FOR THE WESTFIELD POLICE HEADQUARTERS PROJECT

WHEREAS, the City of Westfield Board of Public Works and Safety (“City”) previously authorized and the City did execute that certain Public-Private Agreement for the Building, Operating, and Transferring of the Westfield Police Headquarters Project (the “Agreement”) with Garmong BOT Development 2, LLC (“Developer”) dated October 29, 2025;

WHEREAS, Section 8.02 of the Agreement provides the City and Developer with the ability to agree to changes to the Construction Documents for the Project through a Change Order (as such terms are defined in the Agreement), and sets forth a process therefor;

WHEREAS, the City desires to amend the Construction Documents for the Project to eliminate the Owner Contingency and credit of buy-out savings, and has made a Change Order Request (as defined in the Agreement) more particularly set forth in the Owner Change Request #01 attached hereto as **Exhibit A** (“Change Order #1”);

WHEREAS, having duly considered Change Order #1 and the corresponding decrease of the Project’s Guaranteed Maximum Price and associated Project Costs (as defined in the Agreement), and upon a recommendation from Veridus Advisors, the City hereby desires to approve Change Order #1.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY OF WESTFIELD BOARD OF PUBLIC WORKS AND SAFETY AS FOLLOWS:

Section 1. The above recitals are incorporated by reference.

Section 2. Change Order #1 to the Agreement related to the Police Station Headquarters Project is approved, to be executed in a form approved by, and satisfactory to the Mayor or his designee.

Section 3. The City, by or through the Mayor or his designee, is authorized to execute Change Order #1 with Developer in accordance with the Agreement. The City, by or through the Mayor or his designee, is further authorized to execute and deliver such other agreements, instruments, certificates, and other documents, and perform and observe such other actions, covenants, and obligations, as necessary or desirable in connection with Change Order #1.

Section 4. This Resolution is effective upon passage.

The Resolution is hereby passed and adopted this ____ day of _____, 2026.

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

President Nick Barbknecht

Mayor Scott A. Willis

Nick Snoply

Attest: _____

Exhibit A

Owner Change Request #01

Owner Change Request #01

Project Information

- **Project Name:** City of Westfield Police Department
 - **Date of Request:** 7/16/2026
-

Explanation

The Owner & Developer have mutually agreed to remove Owner Contingency and a portion of the Buy-out Savings from the PPA. The \$500,000 Owner Contingency and \$420,000 of Trade Buy-out Savings will be credited to the Owner. This results in a \$920,000 deductive change order to the contract amount.

Change Request Summary

Item **Description**

Reason Category Owner Requested FF&E Allowance

Brief Description Elimination of Owner Contingency and credit of Buy-out Savings

Initiating Party Owner

Status Approved

Financial Summary

Description	Amount
Original Contract Amount	\$42,064,608
Previously Approved Changes	\$0
Current Request Amount	(\$920,000)
Amended Contract Amount	\$41,144,608

Schedule Impact

- **Schedule Impact:** (No)
- **If Yes, Description:**
- **Days Impacted:**

Authorization Signatures**Developer****Name:** Mitch Hannum**Title:** Member**Signature:** **Date:** 7/16/2026

City of Westfield**Name:****Title:****Signature:** _____**Date**



PCO #051

Skender
1549 Greyhound Pass
Carmel, Indiana 46032
Phone: (317) 516-0825

Project: 25-04-07 - Westfield Police HQ
18224 Grand Park Blvd
Westfield, Indiana 46074

Prime Contract Potential Change Order #051: Deduct Buyout Savings Allowances (Admin CO)

PCO NUMBER/REVISION:	051 / 0	CONTRACT:	250407 - Westfield Police HQ
CREATED BY:	Layne Kintner (Skender Construction LLC)	CREATED DATE:	7/13/2026
STATUS:	Pending - Proceeding		
SCHEDULE IMPACT:	0 days	TOTAL AMOUNT:	(\$420,000.00)

POTENTIAL CHANGE ORDER TITLE: Deduct Buyout Savings Allowances (Admin CO)

CHANGE REASON: Verbal Owner Request

POTENTIAL CHANGE ORDER DESCRIPTION: (The Contract Is Changed As Follows)
CE #226 - Deduct Buyout Savings Allowances (Admin CO)
Administrative Change Order per Owner's Request.
- Return all unused amounts of the Walls and Ceilings Scope Buyout Savings Allowance (\$155,150).
- Return (\$264,850) of Misc. Scope Buyout Savings Allowance.

ATTACHMENTS:

#	Sub Job	Cost Code	Description	Type	Amount
1	N/A	05-40-05 - Light Gauge Metal	Return all unused amounts of the Walls and Ceilings Scope Buyout Savings Allowance (\$155,150).	Allowance	\$(155,150.00)
2	N/A	89-50-10 - Buyout Savings	Return (\$244,850) of Misc. Scope Buyout Savings Allowance.	Allowance	\$(264,850.00)
Subtotal:					\$(420,000.00)
GL Insurance (0.00%):					\$0.00
P&P Bond (0.00%):					\$0.00
Builder's Risk Insurance (0.00%):					\$0.00
CM Fee (0.00%):					\$0.00
Grand Total:					\$(420,000.00)

Garmong Construction
5988 Michigan Road
Indianapolis, Indiana 46228

Skender Construction LLC
1330 W Fulton Suite 200
Chicago, Illinois 60607

DocuSigned by:

16/2026
SIGNATURE DATE

DocuSigned by:

7/14/2026
SIGNATURE DATE

RESOLUTION 26-154
A RESOLUTION OF THE CITY OF WESTFIELD BOARD OF PUBLIC WORKS AND
SAFETY AUTHORIZING CHANGE ORDER #2 FOR THE WESTFIELD POLICE
HEADQUARTERS PROJECT

WHEREAS, the City of Westfield Board of Public Works and Safety ("City") previously authorized and the City did execute that certain Public-Private Agreement for the Building, Operating, and Transferring of the Westfield Police Headquarters Project (the "Agreement") with Garmon BOT Development 2, LLC ("Developer") dated October 29, 2025;

WHEREAS, Section 8.02 of the Agreement provides the City and Developer with the ability to agree to changes to the Construction Documents for the Project through a Change Order (as such terms are defined in the Agreement), and sets forth a process therefor;

WHEREAS, the City desires to amend the Construction Documents for the Project to include an Owner-controlled Furniture, Fixtures, and Equipment ("FF&E") budget into the Project, and has made a Change Order Request (as defined in the Agreement) more particularly set forth in the Owner Change Request #02 attached hereto as Exhibit A ("Change Order #2");

WHEREAS, having duly considered Change Order #2 and the corresponding increase of the Guaranteed Maximum Price and associated Project Costs (as defined in the Agreement) to include the FF&E for the Project, and upon a recommendation from Veridus Advisors, the City hereby desires to approve Change Order #2.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY OF WESTFIELD BOARD OF PUBLIC WORKS AND SAFETY AS FOLLOWS:

Section 1. The above recitals are incorporated by reference.

Section 2. Change Order #2 to the Agreement related to the Police Station Headquarters Project is approved, to be executed in a form approved by, and satisfactory to the Mayor or his designee.

Section 3. The City, by or through the Mayor or his designee, is authorized to execute Change Order #2 with Developer in accordance with the Agreement. The City, by or through the Mayor or his designee, is further authorized to execute and deliver such other agreements, instruments, certificates, and other documents, and perform and observe such other actions, covenants, and obligations, as necessary or desirable in connection with Change Order #2.

Section 4. This Resolution is effective upon passage.

The Resolution is hereby passed and adopted this ____ day of _____, 2026.

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

President Nick Barbknecht

Mayor Scott A. Willis

Nick Snoply

Attest: _____

Exhibit A

Owner Change Request #02

Owner Change Request #02

Project Information

- **Project Name:** City of Westfield Police Department
 - **Date of Request:** 7/16/2026
-

Explanation

The Owner has requested the incorporation of the FF&E budget into the PPA. This includes the creation of a \$2,000,000 Owner-controlled allowance.

Change Request Summary

Item **Description**

Reason Category Owner Requested FF&E Allowance

Brief Description Creation of an Owner-controlled FF&E Allowance

Initiating Party Owner

Status Approved

Financial Summary

Description	Amount
Original Contract Amount	\$42,064,608
Previously Approved Changes (\$920,000)	
Current Request Amount	\$2,000,000
Amended Contract Amount	\$43,144,608

Schedule Impact

- **Schedule Impact:** (No)

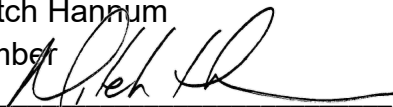
- If Yes, Description:
- Days Impacted:

Authorization Signatures

Developer

Name: Mitch Hannum

Title: Member

Signature: 

Date: 7/16/2026

City of Westfield

Name:

Title:

Signature: _____

Date

ROAD IMPACT FEE INSTALLMENT AGREEMENT

Cross Referenced to Instrument No. 2008029578

Ben's BBQ Shack c/o Ben Hoffman (the "Applicant") makes the following commitments (the "Commitments") to the City of Westfield, Hamilton County, Indiana ("City") regarding the installment payments for the Road Impact Fees properly assessed on the following described real estate (the "Real Estate") located in Hamilton County, Indiana:

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

Address: 1000 E. 181st Street, Westfield, IN 46074

Parcel Nos: 08-05-36-00-00-004.336

Section 2. **Improvement Location Permit Nos.:** 25-C-012-669 (the "ILP").

Builder/Contractor: MacDougall Pierce

Section 3. **Statement of Terms:**

- A. As part of the development of the Real Estate, road impact fees are required to be paid to the City by the Applicant. In accordance with City Ordinance 17-43, the City assessed a road impact fee of **\$67,325.46** on May 08, 2025, attached hereto as Exhibit B (25-RIFA-13) (the "Assessed Road Impact Fee"), as part of the Applicant's filed ILP for the Real Estate. Following the review of a *Petition for Review of Road Impact Fee* submitted by the Applicant, the Impact Fee Appeal Board agreed to modify the Land Use of Ben's BBQ Shack to Fast-Casual reducing the Road Impact fee to **\$61,007.42**.
- B. Pursuant to I.C. 36-7-4-1324 the City agrees to installment payments of the Assessed Road Impact Fees as set forth herein.
- C. Prior to the issuance of the ILP, the Applicant agrees to tender \$5,000.00 (Five-Thousand Dollars) or five percent (5%), whichever is greater.
- D. Pursuant to I.C. 36-7-4-1324 the City will charge six percent (6%) interest on an annual basis, only on the portion of the impact fee that is outstanding.
- E. Pursuant to I.C. 36-7-4-1324 the City may charge a ten percent (10%) penalty on any installment which is not paid by the payable due date set forth in Section F. This penalty will be assessed only to the installment amount which is overdue and is a one-time charge for that installment. Interest in the amount described in Section D may also be charged on the penalty amount in accordance with I.C. 36-7-4-1324.
- F. The Applicant agrees to make installment payments to the City for the remaining Assessed Road Impact Fee on or before the dates set forth below.

The remaining amounts shall be due in equal payments beginning August 13, 2026, and every year thereafter, in accordance with the following:

Issuance of ILP:	\$5,000.00
August 13, 2026:	\$13,295.96
July 13, 2027:	\$13,295.96
July 13, 2028:	\$13,295.96
July 13, 2029:	\$13,295.96
July 13, 2030:	\$13,295.96
Total Road Impact Fee:	\$71,479.80

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

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

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

Section 5. **Effective Date:**

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

Section 6. **Recording:**

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

Section 7. **Enforcement:**

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

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

Ben's BBQ Shack c/o Ben Hoffman (the "Applicant")

By: _____

Printed Name: _____

Title: _____

Date: _____

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

SIGNATURE OF NOTARY PUBLIC

State of _____, County of _____, SS:

Subscribed and Sworn before me this _____ day of _____, 2025.

Printed Name of Notary Public _____

My Commission Expires _____

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

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

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

Nick Barbknecht

Nick Snoply

Scott Willis

ATTEST:

Pat Leuteritz, Office Administrator

Exhibit A

Real Estate

LAND DESCRIPTION:

A part of the Northwest Quarter of Section 36, Township 19 North, Range 03 East, Washington Township, Hamilton County, Indiana and being part of Block B of the First Replat of Block A Grand Park Village Section 6 as recorded in Plat Cabinet 6, Slide 301, Instrument Number 2022041391 in the Office of the Recorder of Hamilton County, Indiana and more particularly described as follows:

Beginning at a southeast corner of said Block "B"; thence South 89 degrees 41 minutes 26 seconds West along the south line of said Block "B" 450.00 feet to a corner of said Block "B", said point also being the southeast corner of Lot 1 of the Secondary Plat of Grand Park Village Section 6 as recorded in Instrument Number 2019062064 in said Office of the Recorder; thence North 00 degrees 18 minutes 34 seconds West along a west line of said Block "B" and the east line of said Lot 1 a distance of 188.33 feet to the northeast corner of said Lot 1, with said point being on the south line of the Secondary Plat of Lot 2 of Grand Park Village Section 6, Block B as prepared by Keeler-Webb Associates, with the next five (5) courses being on and along said Lot 2 of Grand Park Village Section 6, Block B; (1) thence North 89 degrees 58 minutes 33 East 1.02 feet; (2) thence North 10 degrees 10 minutes 25 seconds East 110.44 feet to a non-tangent curve; (3) thence northeasterly 0.64 feet along said curve to the left having a radius of 100.00 feet and subtended by a long chord bearing of North 56 degrees 27 minutes 57 seconds East 0.64 feet to another curve; (4) thence northeasterly 49.97 feet along said curve to the left having a radius of 100.00 feet and subtended by a long chord bearing of North 42 degrees 20 minutes 05 seconds East 49.45 feet; (5) thence North 44 degrees 54 minutes 08 seconds East 23.48 feet to a northeasterly line of said Block "B", with the next three (3) courses being on and along said Block "B"; (1) thence South 65 degrees 40 minutes 52 seconds East 351.86 feet; (2) thence South 32 degrees 59 minutes 43 seconds East 108.01 feet; (3) thence South 00 degrees 18 minutes 34 seconds East 112.54 feet to the Point of Beginning, containing 2.735 acres, more or less.

Exhibit B

Assessed Road Impact Fee

ROAD IMPACT FEE ESTIMATE

Estimate Request #: 25-RIFA-13
 Estimate Date: 05/08/25
 Estimate By: Weston Rogers / Michael Pearce
 (I.C. 36-7-4-1321 and City Ordinance No. 24-43)



Property Information:		Applicant Information:	
Property Description:		Name: Ben's BBQ Shack c/o Ben Hoffman	
Parcel: 08-05-36-00-004.336		Address: 124 E. Main St	
Address: 986 E 181st St.		Westfield, IN 46074	
Westfield, IN 46074		937.823.0747	
		Email: ben@bensbbqshack.com	

Development Information:

Existing: Vacant
 Proposed: 3,040 square foot restaurant
 1.00 acres
 Zoning: Grand Park Village PUD

Road Impact Fee Calculation:

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

Land Use Code:	High-Turnover (Sit-Down) Restaurant (932)		
Independent Variable:	3,040	square feet	
Weighted Trip Average:	107.20	per 1,000 Square feet	(average weekday 24-hour trip rate)

Trips:

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

Pass-by Trips:

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

Calculation:

Square feet	Variable	Trip Average	
Trips: 3,040 / 1,000	x	107.2	= 325.89 24-hour trips
Pass-by Trips:	Average pass-by trip percentage:		43% pass-by trip reduction %
			140.13 pass-by trips
Credits:	Structure demolition is proposed:		0.00 structure demolition credit (see below)
	Total net trips:		185.76 24-hour trips

Road Impact Fee: \$362.44 per trip

BPW approved a RIF reduction to \$61,007.42. See Exhibit C for details.

Road Impact Fee Assessment:						Total Road Impact Fee:
24-hour trips	fee per trip	road impact fee	pass-by trip discount	redevelopment credits		
325.89	x \$362.44	= \$ 118,114.83	- \$ 50,789.38	- \$ -	=	\$ 67,325.46

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

Exhibit C

Westfield RIF Determination Exhibits

Exhibit A

EXHIBIT B



2025027581 AGREEMENT 25.00
07/10/2025 10:33 AM 6 PGS
TRINI BEAVER
HAMILTON COUNTY RECORDER, IN
RECORDED AS PRESENTED

ROAD IMPACT FEE INSTALLMENT AGREEMENT

Cross Referenced to Instrument No. 2008029578

Ben's BBQ Shack c/o Ben Hoffman (the "Applicant") makes the following commitments (the "Commitments") to the City of Westfield, Hamilton County, Indiana ("City") regarding the installment payments for the Road Impact Fees properly assessed on the following described real estate (the "Real Estate") located in Hamilton County, Indiana:

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

Address: 1000 E. 181st Street, Westfield, IN 46074

Parcel Nos: 08-05-36-00-00-004.336

Section 2. **Improvement Location Permit Nos.:** 25-C-012-669 (the "ILP").

Builder/Contractor: MacDougall Pierce

Section 3. **Statement of Terms:**

- A. As part of the development of the Real Estate, road impact fees are required to be paid to the City by the Applicant. In accordance with City Ordinance 17-43, the City assessed a road impact fee of **\$67,325.46** on May 08, 2025, attached hereto as Exhibit B (25-RIFA-13) (the "Assessed Road Impact Fee"), as part of the Applicant's filed ILP for the Real Estate.
- B. Pursuant to I.C. 36-7-4-1324 the City agrees to installment payments of the Assessed Road Impact Fees as set forth herein.
- C. Prior to the issuance of the ILP, the Applicant agrees to tender \$5,000.00 (Five-Thousand Dollars) or five percent (5%), whichever is greater.
- D. Pursuant to I.C. 36-7-4-1324 the City will charge six percent (6%) interest on an annual basis, only on the portion of the impact fee that is outstanding.
- E. Pursuant to I.C. 36-7-4-1324 the City may charge a ten percent (10%) penalty on any installment which is not paid by the payable due date set forth in Section F. This penalty will be assessed only to the installment amount which is overdue and is a one-time charge for that installment. Interest in the amount described in Section D may also be charged on the penalty amount in accordance with I.C. 36-7-4-1324.
- F. The Applicant agrees to make installment payments to the City for the remaining Assessed Road Impact Fee on or before the dates set forth below. The remaining amounts shall be due in equal payments beginning July 13, 2026, and every year thereafter, in accordance with the following:

Taxes to:
City of Westfield
130 Penn Street
Westfield, IN 46074

Issuance of ILP:	\$5,000.00
July 7, 2026:	\$14,795.84
July 7, 2027:	\$14,795.84
July 7, 2028:	\$14,795.84
July 7, 2029:	\$14,795.84
July 7, 2030:	\$14,795.84
Total Road Impact Fee:	\$78,979.20

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

Section 4. Binding on Successors and Assigns:

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

Section 5. Effective Date:

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

Section 6. Recording:

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

Section 7. Enforcement:

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

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

Ben's BBQ Shack c/o Ben Hoffman (the "Applicant")

By: [Signature]

Printed Name: BEN HOFFMAN

Title: OWNER

Date: 6/18/25

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

[Signature]
SIGNATURE OF NOTARY PUBLIC

SHARICE WILLIAMS
Notary Public, State of Indiana
SEAL
Marion County State of Indiana
Commission Number NP0757489
My Commission Expires July 14, 2032

State of Indiana County of Hamilton SS:

Subscribed and Sworn before me this 18th day of June, 2025.

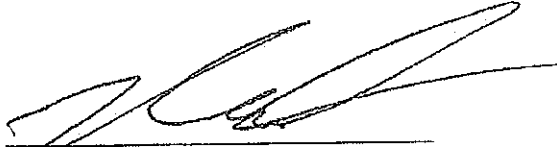
Printed Name of Notary Public Sharice Williams

My Commission Expires July 14th 2032

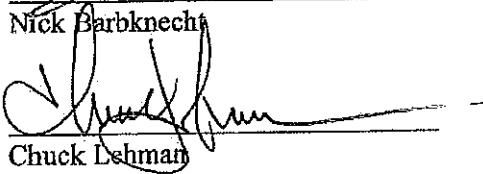
I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security Number in this document, unless required by law: Michael Pearce, City Engineer.

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

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



Nick Barbknecht



Chuck Lehman

Scott Willis

ATTEST:



Pat Leuteritz, Office Administrator

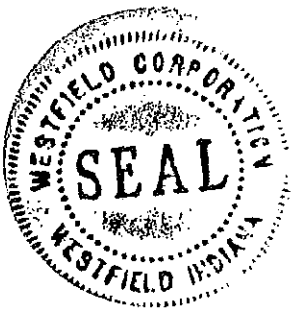


Exhibit A
Real Estate

LAND DESCRIPTION:

A part of the Northwest Quarter of Section 36, Township 19 North, Range 113 East, Washington Township, Hamilton County, Indiana and being part of Block B of the First Replat of Block A Grand Park Village Section 6 as recorded in Plat Cabinet 6, Slide 301, Instrument Number 2022041391 in the Office of the Recorder of Hamilton County, Indiana and more particularly described as follows:

Beginning at a southeast corner of said Block "B"; thence South 89 degrees 41 minutes 26 seconds West along the south line of said Block "B" 450.00 feet to a corner of said Block "B", said point also being the southeast corner of Lot 1 of the Secondary Plat of Grand Park Village Section 6 as recorded in Instrument Number 2019062064 in said Office of the Recorder; thence North 00 degrees 18 minutes 34 seconds West along a west line of said Block "B" and the east line of said Lot 1 a distance of 188.33 feet to the northeast corner of said Lot 1, with said point being on the south line of the Secondary Plat of Lot 2 of Grand Park Village Section 6, Block B as prepared by Keeler-Webb Associates, with the next five (5) courses being on and along said Lot 2 of Grand Park Village Section 6, Block B; (1) thence North 89 degrees 58 minutes 33 East 1.02 feet; (2) thence North 10 degrees 10 minutes 25 seconds East 110.44 feet to a non-tangent curve; (3) thence northeasterly 0.64 feet along said curve to the left having a radius of 100.00 feet and subtended by a long chord bearing of North 56 degrees 27 minutes 57 seconds East 0.64 feet to another curve; (4) thence northeasterly 49.97 feet along said curve to the left having a radius of 100.00 feet and subtended by a long chord bearing of North 42 degrees 20 minutes 05 seconds East 49.45 feet; (5) thence North 44 degrees 54 minutes 08 seconds East 23.48 feet to a northeasterly line of said Block "B", with the next three (3) courses being on and along said Block "B"; (1) thence South 65 degrees 40 minutes 52 seconds East 351.86 feet; (2) thence South 32 degrees 59 minutes 43 seconds East 108.01 feet; (3) thence South 00 degrees 18 minutes 34 seconds East 112.54 feet to the Point of Beginning, containing 2.735 acres, more or less.

Exhibit B

Assessed Road Impact Fee

ROAD IMPACT FEE ESTIMATE

Estimate Request #: 25-RIFA-13
 Estimate Date: 05/08/25
 Estimate By: Weston Rogers / Michael Pearce
 (I.C. 36-7-3-1321 and City Ordinance No. 24-43)



Property Information:	Applicant Information:
Property Description:	Name: Ben's BBQ Shack c/o Ben Hoffman
Parcel: 08-05-35-00-00-004.936	Address: 124 E. Main St
Address: 886 E 181st St.	Westfield, IN 46074
Westfield, IN 46074	987.823.6747
	Email: ben@bensbbqshack.com

Development Information:

Existing: Proposed:
 Vacant 3,040 square foot restaurant
 1.00 acres

Zoning: Grand Park Village FUD

Road Impact Fee Calculation:

In accordance with I.C. 36-7-3-1321 and the City's adopted impact fee ordinance, road impact fees are calculated based on the number of twenty-four-hour trips taken from the latest version of the *Trip Generation Manual*, a study published by the Institute of Transportation Engineers (the following were developed based on the guidelines set forth in the 11th Edition).

Land Use Code:	High-Turnover (Sit-Down) Restaurant (332)		
Independent Variable:	3,040	square feet	
Weighted Trip Average:	107.20	per	3,040 Square feet (average weekday 24-hour trip rate)

Trips:

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

Pass-by Trips:

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

Calculation:

	Square feet	Variable	Trip Average		
Trips:	3,040	/	1.000	=	325.88 24-hour trips
Pass-by Trips:			Average pass-by trip percentage:	43%	pass-by trip reduction %
				349.23	pass-by trips
Credits:			Structure demolition is proposed:	0.00	structure demolition credit (see below)
			Total net trips:	135.76	24-hour trips

Road Impact Fee: 5562.44 per trip

Road Impact Fee Assessment							Total Road Impact Fee:
24-hour trips	Fee per trip		total impact fees	pass-by trip discount	redevelopment credits		
325.88	=	\$5562.44	=	\$ 1,831,142.88	-	\$ 50,785.16	=
							\$ 1,780,357.72

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

Exhibit B

PETITION FOR REVIEW OF ROAD IMPACT FEE

Pursuant to City of Westfield ("City") Ordinance No. 24-43 and Ind. Code § 36-7-4-1333, the City's Impact Fee Review Board ("Board") has prescribed this form of Petition for Review of Road Impact Fee ("Petition"). If you have been assessed a road impact fee and would like to appeal the amount of the impact fee, please complete this Petition, attach all relevant documentation and provide the same, in addition to a one hundred dollar (\$100) filing fee, to the City's Clerk Treasurer at 130 Penn Street, Westfield, Indiana.

Upon receipt, the Board will notify the City of Westfield's Engineering Department of the appeal and provide the Board's prescribed form for it to provide a response. The City has thirty (30) days to provide a response, which will be provided to the Petitioner upon receipt from the City. Once the forms are completed, the Board shall set a date and time for a hearing on the appeal. At the hearing, each party may appear and present evidence in person, by agent, or by attorney. No person shall communicate with a member of the Board before the hearing with intent to influence the member's action on a matter pending before the board.

At the conclusion of the hearing, the Board may reverse, affirm, modify, or otherwise establish the amount of an impact fee, a credit, a refund, or any combination of fees, credits, or refunds. Within five (5) days after making a decision, the Board shall provide a copy of the decision to the unit and the fee payer involved in the appeal. The Board shall make written findings of fact to support the board's decision.

If you are aggrieved by a final determination of the Board, you may appeal that decision to the Hamilton County Circuit or Superior Courts for a de novo trial. If the assessment of a fee is vacated by judgment of the court, the assessment of the impact fee shall be remanded to the Board for correction of the impact fee assessment and further proceedings in accordance with law.

If a petition for a review or an appeal of an impact fee assessment is pending, the impact fee is not due and payable until after the petition or appeal is finally adjudicated and the amount of the fee is determined

Name of Petitioner: Ben's BBQ Shack c/o Ben Hoffman

Agent/Representative (if any): Stoll Keenon Ogden PLLC

Mailing Address: 334 North Senate Avenue, Indianapolis, IN 46204

Phone Number: 317-464-1100

Email Address: kaylee.conley@skofirm.com

Address/Parcel no. of Subject Property: 986 E. 181st Street, Westfield, IN 46074

Assessed Road Impact Fee Amount: \$67,324.45

Requested Road Impact Fee Amount: \$12,201.49

Calculation using Land Use Code Fast-Casual Dining (930):	\$61,007.42
(provided by Michael Pearce per email dated 7/10/25)	

Reduced by 20% to reflect the restaurant being open 4 days per week	- 20%
	\$48,805.94

Reduced by 75% Pass-By Trip Reduction	- 75%
	<u>\$12,201.49</u>

Describe the new development on which the Road Impact Fee has been assessed. Be sure to include the days and hours of operation, if applicable, and all proposed uses for the development by square footage (attach additional pages as needed).

Please see attached letter.

Provide all facts related to the Road Impact Fee assessment (attach additional pages as needed):

Please see attached letter.

Provide each and every reason the Petitioner believes the amount of the Road Impact Fee assessed is erroneous or greater than the amount allowed (attach additional pages as needed):

Please see attached letter.

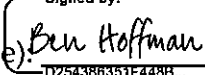
Provide all statutory and legal support for this Petition (attach additional pages as needed):

Please see attached letter.

Provide any other information you believe relevant and want the Board to consider
(attach additional pages as needed):

Please see attached letter.

Petitioner: Ben's BBQ Shack c/o Ben Hoffman

By (signature)  Signed by:
D254388351F448B...

Printed name: Ben Hoffman

Title: Owner

Date: 8/12/2025



Kaylee N. Conley
DIRECT DIAL: (317) 396-2586
EMAIL: Kaylee.Conley@skofirm.com

THE EMELIE BUILDING
334 NORTH SENATE AVENUE
INDIANAPOLIS, IN 46204-1708
MAIN: (317) 464-1100
FAX: (317) 464-1111

City of Westfield, Indiana
Road Impact Fee Review Board
c/o Westfield Clerk-Treasurer
2706 E. 171st Street
Westfield, Indiana 46074

RE: Appeal of Road Impact Fee / Ben's BBQ Shack, 986 E. 181st Street, Westfield, IN 46074

To Whom It May Concern,

We represent Ben's BBQ Shack c/o Ben Hoffman (the "Petitioner") for the development of a new restaurant location in the City of Westfield, Hamilton County, Indiana (the "City"). The development is located at 1000 E. 181st Street, Westfield, Indiana 46074 (the "Project"). The Project involves the construction of a new 3,040 square foot +/- fast casual restaurant that is in the business of producing and selling barbecue foods. The Project is a part of the Grand Park Village PUD.

As a condition to the City's issuance of a building permit for the Project, the City required the Petitioner to enter into a Road Impact Fee Installment Agreement dated as of June 18, 2025 (the "Agreement"), attached as Exhibit A. Following Petitioner's execution of the Agreement and payment of the initial \$5,000 installment due thereunder, the City caused the issuance of the permit on June 19, 2025.

The Agreement provided that the Petitioner must pay a road impact fee in the amount of \$67,324.45. This letter constitutes Petitioner's appeal of the amount of such fee. Petitioner believes the amount of the road impact fee is erroneous and greater than the amount allowed by the fee limitations set forth in IC 36-74-1300, et seq. Per the reasons set forth below, Petitioner is appealing the road impact fee calculated in the Agreement and requests that the Road Impact Fee Review board reduce this impact fee.

I. The Incorrect Use Classification was used for the Project/Fee

The City's engineer calculated the road impact fee by unilaterally using the Trip Generation Manual ("TGM") classification of a "High-Turnover (Sit-Down) Restaurant (932)". Petitioner believes that the proper classification that should have been used was "Fast Casual Dining (930)". The Westfield zoning director suggested use for the Project was "Restaurant, Takeout and Deli-Style", which is an establishment whose primary business is the sale of food and/or beverages that are sold in a form ready for consumption either on or off the premises. This zoning classification is not in the TGM. However, this classification is more akin to a "fast casual dining" under the TGM rather than a "high-turnover (sit-down)" restaurant. If the Project

Page 2

was classified as fast casual dining, the road impact fee would be \$61,007.42. This change in classification in and of itself would result in a cost savings of \$6,317.03 for the Petitioner.

The Project will contain seating for sit-down customers. However, the majority of customers take their food to go or stay in the restaurant for a short period of time. The Applicant does not employ servers to wait on the customers who dine inside the restaurant. Rather, the customers purchase their food from the counter. Once the food is received by the customer, they will then decide to either take their food to-go or will sit at an available table inside. The function of the restaurant will be very casual and is not designed to have customers stay for extended amount of time to dine inside the restaurant. Per the history of the Applicant's existing business, the majority of the customer opt to take their food to-go and do not dine at the restaurant.

II. A too Large Weighted Trip Average was used in Road Impact Fee Calculation

The calculation used as a basis for the Agreement assumed a weighted trip average of 107.2. This trip average was based upon the average weekday 24-hour trip rate for five days a week. The average, multiplied by the square footage of the proposed building, results in an assumed 325.89 vehicle trips per 24 hours. The TGM defines the "average weekday" as "a continuous 24-hour period during Monday-Friday". Thus, the TGM assumes that the Project is going to draw 163 cars every 24 hours for 5 days a week. The trip calculation in the Agreement does not take into account that the business plan for the Project calls for the restaurant to be open only 4 days per week. Therefore, road impact fee should be reduced to take into consideration that the restaurant will only be open 4 days a week and the smaller number of anticipated daily cars.

III. The Unilaterally Assumed Pass-By Reduction is too Small.

The Agreement also provides a subjective assumed "pass-by reduction" of only 43%. This leads to a reduction in the number of assumed trips to per every 24 hours. A pass-by trip is defined as "a trip made as an intermediate stop from an origin to a primary destination and is generally a trip attracted from traffic already passing the site on an adjacent street". This reduction effectively assumes that 57% of the assumed cars visiting the Project on a daily basis would be leaving from the driver's house and going solely to the Project, then returning home. The Project should be entitled to a larger pass-by reduction because significantly more than 43% of the Project's customers (if not almost all of them) will either stop in while running other errands or did not leaving their house simply to come to the restaurant. The property is also part of a PUD containing boardwalks, pathways, bike lanes, and pedestrian trails. This type of PUD infrastructure will lead to many more walk ups to the restaurant and a greater number of pass-by customers. Therefore, the Project should be given a larger "pass-by reduction."

IV. The Proper PUD Credits were not Applied in the Agreement

Per Indiana Code §36-7-4-1335, a fee payer is entitled to a credit against an impact fee if the owner or developer of the development constructs or provides: (1) infrastructure that is an

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infrastructure type for which the unit imposed an impact fee in the impact zone; or (2) an improvement. Also, a fee payer is entitled to a credit under this section for infrastructure or an improvement that: (1) is constructed or furnished relative to a development after January 1, 1989; and (2) meets the requirements of this section. The amount of a credit allowed shall be determined at the date the impact fee is assessed. However, if an assessment is not requested, the amount of the credit shall be determined at the time the structural building permit is issued. The amount of the credit shall be: (1) determined by the: (A) person constructing or providing the infrastructure or improvement; and (B) applicable infrastructure agency.

First, the City never mentioned to, or otherwise discussed with, Petitioner any type of credit for improvements made the developer of the PUD or Petitioner. The developer of the PUD for the Project did enter into a credit agreement with the City. The Agreement did not take into account any development credits when calculating the road impact fee. The amount of the credit was also not determined when the structural building permit was issued on June 19, 2025. We have been informed that other developments in the PUD may have had this credit applied to their separate calculations. The developer credit needs to be contemplated in the calculation of the road impact fee. Petitioner requests that the City determine the amount of the credit and apply it accordingly.

V. The Requirements of the Payment of the Road Impact Fee

Indiana Code § 36-7-4-1323 provides that the City may not deny the issuance of a structural building permit on the basis that an impact fee has not been paid or condition issuance of the permit on the payment of an impact fee. The City did pre-condition the Petitioner's building fee on the payment of the impact fee installment. Therefore, the Petitioner was required to pay the impact fee installment payment in order to receive the building permit in violation of Indiana statute. Any delay in the issuance of the building permit would have cost the Petitioner additional construction costs and caused a delay in the timeline in the construction of the Project. Therefore, the Petitioner requests that the impact fee be reduced.

VI. The Road Impact Fee is a Hinderance on Small Businesses

The Petitioner is a local business owner that currently operates one restaurant location on Main Street in Westfield. The Petitioner desires to continue growing his presence in the City, in which he works and lives. The opening of a second location is a large undertaking and is a significant financial burden on the Petitioner. The Project is being funded by a SBA loan. The road impact fee calculated in the Agreement leads to an unnecessary financial burden on the Petitioner. These types of fees lead to small business not being able to afford to conduct business or pursue business growth in the community. A fee of over \$67,000 has a significant impact on the Petitioner and leads to an increased financial burden for the Project. The City should consider the success and growth of a locally owned business when issuing such a large road impact fee.

In conclusion, Petitioner requests that the Board appropriately significantly reduce the

Page 4

road impact fee for the Project. The Project should be reclassified using the fast-casual category and the developer credit should be calculated and applied accordingly. Further, the recalculation should also take into account that the restaurant will only be open four days a week with a majority of the customer being "pass-by" or walk-up customers.

Please let us know if there is any additional information or documentation that we can provide. Thank you for your time and consideration in regard to this appeal.

Sincerely,

/s/ Kaylee Conley

Kaylee Conley

Enclosures

Exhibit A

ROAD IMPACT FEE INSTALLMENT AGREEMENT

Cross Referenced to Instrument No. 2008029578

Ben's BBQ Shack c/o Ben Hoffman (the "Applicant") makes the following commitments (the "Commitments") to the City of Westfield, Hamilton County, Indiana ("City") regarding the installment payments for the Road Impact Fees properly assessed on the following described real estate (the "Real Estate") located in Hamilton County, Indiana:

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

Address: 986 E. 181st Street, Westfield, IN 46074

Parcel Nos: 08-05-36-00-00-004.336

Section 2. **Improvement Location Permit Nos.:** 25-C-012-669 (the "ILP").

Builder/Contractor: MacDougall Pierce

Section 3. **Statement of Terms:**

- A. As part of the development of the Real Estate, road impact fees are required to be paid to the City by the Applicant. In accordance with City Ordinance 17-43, the City assessed a road impact fee of **\$67,325.46** on May 08, 2025, attached hereto as Exhibit B (25-RIFA-13) (the "Assessed Road Impact Fee"), as part of the Applicant's filed ILP for the Real Estate.
- B. Pursuant to I.C. 36-7-4-1324 the City agrees to installment payments of the Assessed Road Impact Fees as set forth herein.
- C. Prior to the issuance of the ILP, the Applicant agrees to tender \$5,000.00 (Five-Thousand Dollars) or five percent (5%), whichever is greater.
- D. Pursuant to I.C. 36-7-4-1324 the City will charge six percent (6%) interest on an annual basis, only on the portion of the impact fee that is outstanding.
- E. Pursuant to I.C. 36-7-4-1324 the City may charge a ten percent (10%) penalty on any installment which is not paid by the payable due date set forth in Section F. This penalty will be assessed only to the installment amount which is overdue and is a one-time charge for that installment. Interest in the amount described in Section D may also be charged on the penalty amount in accordance with I.C. 36-7-4-1324.
- F. The Applicant agrees to make installment payments to the City for the remaining Assessed Road Impact Fee on or before the dates set forth below. The remaining amounts shall be due in equal payments beginning July 13, 2026, and every year thereafter, in accordance with the following:

Issuance of ILP:	\$5,000.00
July 7, 2026:	\$14,795.84
July 7, 2027:	\$14,795.84
July 7, 2028:	\$14,795.84
July 7, 2029:	\$14,795.84
July 7, 2030:	\$14,795.84
Total Road Impact Fee:	\$78,979.20

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

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

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

Section 5. **Effective Date:**

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

Section 6. **Recording:**

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

Section 7. **Enforcement:**

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

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

Ben's BBQ Shack c/o Ben Hoffman (the "Applicant")

By: _____

Printed Name: _____

Title: _____

Date: _____

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

SIGNATURE OF NOTARY PUBLIC

State of _____, County of _____, SS:

Subscribed and Sworn before me this _____ day of _____, 2025.

Printed Name of Notary Public _____

My Commission Expires _____

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

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

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

Nick Barbknecht

Chuck Lehman

Scott Willis

ATTEST:

Pat Leuteritz, Office Administrator

Exhibit A

Real Estate

LAND DESCRIPTION:

A part of the Northwest Quarter of Section 36, Township 19 North, Range 03 East, Washington Township, Hamilton County, Indiana and being part of Block B of the First Replat of Block A Grand Park Village Section 6 as recorded in Plat Cabinet 6, Slide 301, Instrument Number 2022041391 in the Office of the Recorder of Hamilton County, Indiana and more particularly described as follows:

Beginning at a southeast corner of said Block "B"; thence South 89 degrees 41 minutes 26 seconds West along the south line of said Block "B" 450.00 feet to a corner of said Block "B", said point also being the southeast corner of Lot 1 of the Secondary Plat of Grand Park Village Section 6 as recorded in Instrument Number 2019062064 in said Office of the Recorder; thence North 00 degrees 18 minutes 34 seconds West along a west line of said Block "B" and the east line of said Lot 1 a distance of 188.33 feet to the northeast corner of said Lot 1, with said point being on the south line of the Secondary Plat of Lot 2 of Grand Park Village Section 6, Block B as prepared by Keeler-Webb Associates, with the next five (5) courses being on and along said Lot 2 of Grand Park Village Section 6, Block B; (1) thence North 89 degrees 58 minutes 33 East 1.02 feet; (2) thence North 10 degrees 10 minutes 25 seconds East 110.44 feet to a non-tangent curve; (3) thence northeasterly 0.64 feet along said curve to the left having a radius of 100.00 feet and subtended by a long chord bearing of North 56 degrees 27 minutes 57 seconds East 0.64 feet to another curve; (4) thence northeasterly 49.97 feet along said curve to the left having a radius of 100.00 feet and subtended by a long chord bearing of North 42 degrees 20 minutes 05 seconds East 49.45 feet; (5) thence North 44 degrees 54 minutes 08 seconds East 23.48 feet to a northeasterly line of said Block "B", with the next three (3) courses being on and along said Block "B"; (1) thence South 65 degrees 40 minutes 52 seconds East 351.86 feet; (2) thence South 32 degrees 59 minutes 43 seconds East 108.01 feet; (3) thence South 00 degrees 18 minutes 34 seconds East 112.54 feet to the Point of Beginning, containing 2.735 acres, more or less.

Exhibit B

Assessed Road Impact Fee

ROAD IMPACT FEE ESTIMATE

Estimate Request #: 25-RIFA-13
 Estimate Date: 05/08/25
 Estimate By: Weston Rogers / Michael Pearce
 (I.C. 36-7-4-1321 and City Ordinance No. 24-43)



Property Information:		Applicant Information:	
Property Description:		Name: Ben's BBQ Shack c/o Ben Hoffman	
Parcel: 08-05-36-00-00-004.336		Address: 124 E. Main St	
Address: 986 E 181st St.		Westfield, IN 46074	
Westfield, IN 46074		937.823.0747	
		Email: ben@bensbbqshack.com	

Development Information:

Existing:
 Vacant
Proposed:
 3,040 square foot restaurant
 1.00 acres
Zoning: Grand Park Village PUD

Road Impact Fee Calculation:

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

Land Use Code:	High-Turnover (Sit-Down) Restaurant (932)		
Independent Variable:	3,040	square feet	
Weighted Trip Average:	107.20	per	1,000 Square feet (average weekday 24-hour trip rate)

Trips:

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

Pass-by Trips:

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

Calculation:

	Square feet	Variable		Trip Average		
Trips:	3,040	/	1,000	x	107.2	= 325.89 24-hour trips
Pass-by Trips:				Average pass-by trip percentage:		43% pass-by trip reduction %
						140.13 pass-by trips
Credits:				Structure demolition is proposed:	0.00	structure demolition credit (see below)
				Total net trips:		185.76 24-hour trips

Road Impact Fee: \$362.44 per trip

Road Impact Fee Assessment:								Total Road Impact Fee:
24-hour trips	fee per trip		road impact fee	pass-by trip discount	redevelopment credits			
325.89	x	\$362.44	= \$ 118,114.83	- \$ 50,789.38	- \$ -	=		\$ 67,325.46

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

Exhibit C

**CITY OF WESTFIELD'S RESPONSE TO THE
PETITION FOR REVIEW OF ROAD IMPACT FEE**

Pursuant to City of Westfield ("City") Ordinance No. 24-43 and Ind. Code § 36-7-4-1333, the City's Impact Fee Review Board ("Board") has prescribed this form identified as the City of Westfield's Response to the Petition for Review of Road Impact Fee ("Petition"). A Petition for Review of Road Impact Fee has been filed with the Board and an appeal of the assessed road impact fee requested. The City has thirty (30) days from the date the Petition was accepted by the Westfield Clerk Treasurer to complete this form.

Once the Board receives your form, it shall set a date and time for a hearing on the appeal. At the hearing, each party may appear and present evidence in person, by agent, or by attorney. No person shall communicate with a member of the Board before the hearing with intent to influence the member's action on a matter pending before the board.

At the conclusion of the hearing, the Board may reverse, affirm, modify, or otherwise establish the amount of an impact fee, a credit, a refund, or any combination of fees, credits, or refunds. Within five (5) days after making a decision, the Board shall provide a copy of the decision to the unit and the fee payer involved in the appeal. The Board shall make written findings of fact to support the board's decision.

If the fee payer is aggrieved by a final determination of the Board, it may appeal that decision to the Hamilton County Circuit or Superior Courts for a de novo trial. If the assessment of a fee is vacated by judgment of the court, the assessment of the impact fee shall be remanded to the Board for correction of the impact fee assessment and further proceedings in accordance with law.

If a petition for a review or an appeal of an impact fee assessment is pending, the impact fee is not due and payable until after the petition or appeal is finally adjudicated and the amount of the fee is determined

Name of City agent responding: Michael Pearce; City Engineer and Johnathon Nail;
Director of Public Works

Agent/Representative (if any): Kaitlin Glazier; Chief of Legal

Phone Number: 317-804-3150

Email Address: kglazier@westfield.in.gov

Clearly identify whether the City agrees or disagrees with each item indicated on the Petition for Review. If disagree, provide an explanation (attach additional pages as needed):

The City of Westfield, Indiana ("City") disagrees with Ben's BBQ Shack's ("Petitioner") assertions that the Road Impact Fee ("RIF") assessed on property located at 986 E. 181st Street (\$67,325.46) is erroneous and/or greater than the amount allowed. As explained in more detail in the attached letter, the City disagrees with each substantive item indicated in Petitioner's Petition for Review of Road Impact Fee ("Petition"). ****PLEASE SEE ATTACHED LETTER FOR ADDITIONAL INFORMATION.****

Provide each and every reason the City believes that the amount of the fee assessed is correct (attach additional pages as needed):

The amount of the RIF assessed on property located at 986 E. 181st Street (\$67,325.46) is correct and appropriate for various reasons, including the following: (1) the City used the appropriate use classification of "High-Turnover (Sit-Down) Restaurant (932)" when calculating the RIF; (2) the City used an appropriate weighted trip average of 107.2 when calculating the RIF; (3) the City used an appropriate pass-by rate of 43% when calculating the RIF; (4) per Indiana Code and the City's Ordinance 24-43, RIF credits are not available; (5) the City did not deny Petitioner the issuance of a structural building permit; and (6) Indiana Code does not exempt small local businesses from RIF assessments. ****PLEASE SEE ATTACHED LETTER FOR ADDITIONAL INFORMATION****

Respondent: City of Westfield, Indiana

By (signature): *Kaitlin Glazier*

Printed name: Kaitlin Glazier

Title: Chief of Legal

Date: September 11, 2025

September 11, 2025

City of Westfield Impact Fee Review Board
c/o Beth Copeland; Counsel
beth@copelandlaw.com

RE: Letter in Support of the City of Westfield's Response to Ben's BBQ Shack's Petition
for Review of Road Impact Fee

Impact Fee Review Board Members,

Please consider the enclosed information, provided by the City of Westfield ("City") Public Works and Legal Departments, in support of the City's Response to Ben's BBQ Shack c/o Ben Hoffman's ("Petitioner") Petition for Review of Road Impact Fee ("Petition").

The City assesses road impact fees to ensure that new development pays its fair share toward the cost of the public infrastructure it relies on, rather than shifting the entire burden onto existing taxpayers. By collecting these fees, the City can fairly distribute costs, maintain high-quality roads, and ensure that growth does not outpace the capacity of the transportation system. The collected funds directly support roadway improvements and help preserve the safety and efficiency of the local transportation network. After conducting various analyses, the City passed Ordinance No. 24-43 ("Ordinance"), attached hereto as Exhibit "A", requiring payment of equitable road impact fees proportionate to the share of the capital and new road and street infrastructure costs needed to serve new development.

Generally, a road impact fee assessment is calculated by taking the Institute of Transportation Engineers ("ITE") Trip Generation Manual ("TGM") average rate of trips generated per weekday (of a given land use) and multiplying that rate by the appropriate independent variable- resulting in the number of trips generated by the development on a given weekday. Those trips generated are, if applicable, reduced by the published pass-by rate and then multiplied by the City's current dollar per trip road impact fee rate.

Pursuant to Ind. Code § 36-7-4-1300 *et seq.* and the Ordinance, the City properly assessed a road impact fee of \$67,325.46 ("RIF") on real property located at 986 E. 181st Street ("Property"), in connection with Petitioner's development of a new barbeque restaurant location ("Restaurant").¹ The City and Petitioner subsequently entered into a Road Impact Fee Installment Agreement, attached hereto as Exhibit "B", on June 18, 2025, whereby Petitioner agreed to pay the assessed RIF in installments, plus interest and (if applicable) penalties. The City issued Petitioner an Improvement Location Permit ("ILP"), and Petitioner has since initiated development of the Property and construction of the Restaurant.

Petitioner has requested that this Impact Fee Review Board ("Board") reduce the RIF assessed on the Property from \$67,325.46 to \$12,201.49. As explained herein, the City properly analyzed and applied applicable law and guidance as prescribed in the ITE TGM 11th Edition, when calculating and assessing the RIF. The City respectfully requests that the Board deny Petitioner's Petition and affirm the RIF amount of \$67,325.46.

I. "High-Turnover (Sit-Down) Restaurant (932)" is the Appropriate Use Classification.

The TGM, published by the ITE, is a widely recognized reference document providing data on the number of vehicle trips generated by different types of land uses. Transportation planners and engineers use this resource to estimate how much traffic a new development will create, which is a key factor in accurately assessing road impact fees. By applying consistent, research-based trip generation rates, the City can fairly and accurately assess the transportation impacts of new growth and ensure that developers contribute proportionately to the cost of roadway improvements needed to serve their projects.

The City appropriately calculated the RIF using the "High-Turnover (Sit-Down) Restaurant (932)" use classification. Per the ITE Manual, High-Turnover (Sit-Down)

¹ The ITE TGM lists an average rate for "High-Turnover Sit Down Restaurant" of 107.2 trips per 1,000 sq feet of building area. This number was multiplied by the independent variable of 3.04 (3,040 sq ft proposed / 1,000)- resulting in 325.89 24-hour weekday trips. The number of trips was reduced by 43% in accordance with published pass-by rate guidance, which yielded 185.76 net trips. 185.76 net trips was then multiplied by the City's road impact fee rate of \$362.44 per trip generated, for a final RIF assessment of \$67,325.46.

Restaurants include “full-service eating establishments with a typical duration of stay of 60 minutes or less. This type of restaurant is usually moderately priced, frequently belongs to a restaurant chain, and is commonly referred to as casual dining. Generally, these restaurants serve lunch and dinner; they may also be open for breakfast and are sometimes open 24 hours a day. These restaurants typically do not accept reservations. A patron commonly waits to be seated, is served by wait staff, orders from a menu, and pays after the meal.” Although the Restaurant does not have waiters nor do patrons pay after the meal (which information was not provided to the City at the time of the RIF assessment), the Restaurant use meets the other defined criteria.

Petitioner alleges that the City should have used the “Fast Casual Dining (930)” use classification. At the time of assessment, use of this classification would have resulted in a road impact fee assessment of approximately \$61,007.42- reflecting a total cost savings to Petitioner of \$6,318.04. However, while the “High-Turnover (Sit-Down) Restaurant (932)” use classification incorporates fifty (50) individual counts in the 11th edition of the ITE manual, the “Fast Casual Dining (930)” use classification incorporates only one (1). The City avoids using these extremely small sample sizes for purposes of trip calculation, instead opting for robust data sets that offer more accurate average trip counts. It should also be noted that, after assessment of the RIF, the City began using the 12th (and newest) edition of the ITE manual, which incorporates four (4) counts for the “Fast Casual Dining (930)” use classification, rather than the one (1) count included in the 11th edition. Based on these updated four (4) data points, if the City assessed a road impact fee on the Property today using the “Fast Casual Dining (930)” use, the RIF would escalate to over \$140,000.

Finally, Petitioner’s reference to the “Restaurant, Takeout and Deli-Style” use is misplaced here. This term is defined and discussed in the Westfield Washington Township Unified Development Ordinance and is frequently used by the City’s planning staff- but is unrelated to the use categories in the ITE manual and assessment of the RIF.

II. 107.2 is the Appropriate Weighted Trip Average.

Petitioner contends that the RIF should be reduced because it’s business plan currently calls for the Restaurant to be open for business four (4) days per week. However, when calculating impact fees, the City does not (and should not) consider the proposed

business plan or hours of operation, for various reasons. Importantly, the ITE Trip Generation data does not differentiate by business plan or hours of operation but instead operates under and incorporates a wide range of hours and days of business operation. When combined, the other fifty (50) studies offer a representative average trip rate that the City (and other assessing units) can uniformly apply to assess equitable impact fees against various and shifting business models.

Although the Restaurant may initially operate only (4) days per week, that business model could change at any time. If the City utilized Petitioner's proposed methodology, the City might assess a small road impact fee on a business because it will be open two (2) days per week, and then- after opening- the business could immediately shift its days of operation to seven (7) per week. Fortunately, the City can avoid these issues by utilizing and applying the general ITE trip generation data.

III. 43% is the Appropriate Pass-By Reduction.

Despite Petitioner's allegations, the 43% pass-by rate used for the RIF calculation is neither subjective nor assumed. This figure is taken directly from the 2021 Pass-by Tables for the ITE TGM, 11th Edition. The Weekday PM Peak Period, the only data available for this use, references a pass-by trip rate of 43%. Petitioner alleges that "significantly more than 43% of [Petitioner's] customers (if not almost all of them) will either stop in while running other errands or did not leave their house simply to come to the restaurant." However, Petitioner offers no data or support for this statement, or for the City to deviate from using the data-backed 43% pass-by rate. Further, other local developments incorporating paths, bike lanes, and pedestrian trails do not receive pass-by rate adjustments simply because of the presence of such infrastructure.

IV. RIF Credits Are Not Available in Connection with Development of the Property or Construction of the Restaurant.

Pursuant to Ind. Code § 36-7-4-1335 and the Ordinance, a road impact fee payer may receive a credit against road impact fees if the owner or developer of the development constructs or provides road infrastructure or any other "improvement," as the term is defined in Ind. Code § 36-7-4-1335(a), to the City for the benefit of the public, so long as the road infrastructure or improvement is constructed pursuant to the Zone

Improvement Plan or in accordance with the City's specifications in force under the City's jurisdiction at the time.

To the best of the City's knowledge, Petitioner is not constructing or providing road infrastructure or any other eligible "improvement" in conjunction with the Property development or Restaurant construction. While Petitioner requests that the City "determine the amount of the credit", it provides no facts or documentation sufficient to even identify potentially creditable infrastructure or improvements, let alone value them. Due to the total absence of such information, the City cannot consider issuing RIF credits.

V. Petitioner's Final Allegations Are Without Merit.

Petitioner incorrectly asserts that the City "pre-conditioned" Petitioner's building fee on the payment of the assessed RIF. However, per Ind. Code § 36-7-4-1324(a)(1) (pertaining to installment payment plans) "a maximum of five thousand dollars (\$5,000) or five percent (5%) of the impact fee, whichever is greater, may become payable on the date the structural building permit is issued for the development on which the fee is imposed." The City adhered directly to the statutory language by collecting only \$5,000 of the total RIF due and entering into the Road Impact Fee Installment Agreement with Petitioner. In fact, Petitioner has already received an ILP and initiated development of the Property and construction of the Restaurant.

Finally, Petitioner alleges that the RIF should be reduced because it is a "hinderance on small businesses", such as Petitioner. While the City values local small business and is sensitive to the unique pressures and burdens they face, Ind. Code § 36-7-4-1300 *et seq.* and the Ordinance do not dictate which types and sizes of businesses are subject to road impact fee assessment. When assessing impact fees, the City does not "pick and choose", but must uniformly apply the law and the Ordinance, as well as the guidance outlined in the ITE TGM, to all local development.

Thank you for your time and attention to this important matter. The City looks forward to attending the upcoming hearing to further explain why the Board should deny Petitioner's Petition and affirm the RIF amount of \$67,325.46.

Sincerely,

Kaitlin Glazier

Kaitlin Glazier
Chief of Legal (City Attorney)
City of Westfield, Indiana
kglazier@westfield.in.gov

EXHIBIT A

ORDINANCE NO. 24-43

2024030266 ORDINANCE \$25.00
08/14/2024 11:00:57A 15 PGS
Trini Beaver
HAMILTON County Recorder IN
Recorded as Presented



**AN ORDINANCE ESTABLISHING AN EQUITABLE IMPACT FEE FOR THE
PURPOSE OF PLANNING AND FINANCING ROAD AND STREET
INFRASTRUCTURE NEEDED TO SERVE NEW DEVELOPMENT IN THE CITY OF
WESTFIELD, INDIANA**

WHEREAS, the Common Council ("Council") of the City of Westfield, Indiana ("City") finds that it is reasonable and necessary to promote and accommodate orderly growth and development and to protect the public health, safety, and general welfare of the citizens of the City by providing for an equitable program to fund the capital costs of new road and street infrastructure necessary to serve newly developing areas of the City;

WHEREAS, because of the size of the City, considering both its population and geographic area, as well as the distribution of public and private institutions, services, and other facilities throughout the City, any road or street improvement benefits all citizens of the City equally;

WHEREAS, the Council finds that it is reasonable and necessary to promote the orderly development of the City by establishing standards by which the City may require that new development shall pay a road impact fee, in accordance with Ind. Code § 36-7-4-1300 *et seq.*, representing the development's proportionate share of the capital cost of new road and street infrastructure necessary to serve new development in the City;

WHEREAS, the Council finds that new development should not be required to pay a fee for the capital costs of new road and street infrastructure greater than the development's proportionate share of the capital costs of such infrastructure, which is needed to serve such development;

WHEREAS, to further the objectives of the Council, and as a prerequisite to the adoption of this Ordinance, the City engaged A&F Engineering Co., LLC to prepare the 2024 Westfield Road Impact Fee Zone Improvement Plan ("Zone Improvement Plan");

WHEREAS, the Council adopted the Zone Improvement Plan as part of the Westfield-Washington Comprehensive Plan by adoption of Resolution 24-127 on July 8, 2024, in accordance with Ind. Code § 36-7-4-1318 and 36-7-4-500 *et seq.*;

COPY

WHEREAS, it has been the stated objective of the City that the analysis contained in the Zone Improvement Plan supports and should result in the implementation of a road impact fee, which meets the requirements of Indiana law;

WHEREAS, the Westfield-Washington Township Advisory Plan Commission ("Plan Commission") properly noticed, advertised, and conducted a public hearing on this Ordinance on July 15, 2024;

WHEREAS, after conducting a public hearing and having given due deliberation to the Zone Improvement Plan, which provides the basis for this Ordinance, the Plan Commission voted to favorably recommend adoption of this Ordinance to the Council;

WHEREAS, the Plan Commission certified this Ordinance to the Council on July 15, 2024; and

WHEREAS, the purpose of this Ordinance is not to deter growth, remedy existing infrastructure deficiencies, or pay for maintenance or other "non-capital costs."

NOW, THEREFORE, BE IT ORDAINED by the Common Council of the City of Westfield, Indiana as follows:

Section 1: Effective Date and Limitation on Imposition of Impact Fee

This Ordinance shall become effective on January 22, 2025 ("Effective Date"), which date is not earlier than six (6) months after the date of adoption of this Ordinance. This Ordinance shall expire and become void five (5) years after the Effective Date, and no road impact fee may be collected after such time unless a replacement impact fee ordinance is adopted by the Common Council ("Council") of the City of Westfield Indiana ("City").

Section 2: 1300 Series—Impact Fees

The Council specifically acknowledges the existence of Ind. Code § 36-7-4-1300 through Ind. Code § 36-7-4-1342 ("1300 Series"), that regulates the imposition of impact fees by municipal corporations within the State of Indiana. It is the intent of the Council and the City to comply with the 1300 Series, and this Ordinance shall be construed in all respect to be consistent with the 1300 Series. The substantive and procedural requirements of the 1300 Series shall control in the event they conflict with this Ordinance.

Section 3: Identification of Responsible Infrastructure Agency

The City is the infrastructure agency, as the term is defined in Ind. Code § 36-7-4-1310, that is responsible for acquiring, constructing, and providing road infrastructure to the public in the City.

Section 4: Establishment of Impact Zone

There is hereby established an impact zone for road infrastructure in the City ("Impact Zone"), the borders of which are co-terminus with the existing corporate boundaries of the City, as they may be extended from time to time through annexation. The City has planning and zoning jurisdiction over the Impact Zone. The Council specifically finds that there is a functional relationship between the components of the City's road infrastructure in the Impact Zone and the City's road infrastructure provides a reasonably uniform benefit throughout the Impact Zone as of the Effective Date of this Ordinance. The Council further finds that all areas within the Impact Zone are contiguous, as required by Ind. Code § 36-7-4-1316.

Section 5: Application of Ordinance

This Ordinance applies to any development that is located within the Impact Zone and for which the City requires a structural building permit. This Ordinance shall not apply to:

- a. Developments meeting the requirements set forth in Ind. Code § 36-7-4-1322(g);
- b. Improvements which do not require a structural building permit;
- c. Improvements that do not create a need for additional road infrastructure, including the erection of a sign, the construction of a fence, or the interior renovation of a building not resulting in a change in use; and
- d. Unless requested by the landowner, "qualified property" as the term is defined in Ind. Code § 36-1-8-18.

Section 6: Zone Improvement Plan

- a. As a precondition to the adoption of this Ordinance, the City engaged A&F Engineering to prepare the Westfield Road Impact Fee Zone Improvement Plan

("Zone Improvement Plan"), dated June 2024, and which is a comprehensive and detailed road impact analysis for the Impact Zone.

- b. The Council now finds that the Zone Improvement Plan contains and complies with all of the statutory requirements outlined Ind. Code § 36-7-4-1318.
- c. The Zone Improvement Plan was adopted and became effective when the Council adopted the Zone Improvement Plan as part of the Westfield-Washington Township Comprehensive Plan pursuant to Resolution No. 24-127.
- d. The Zone Improvement Plan, as adopted, is incorporated herein by this reference. The Council also hereby makes a part of the record of these proceedings all of the data collected, calculations made, and conclusions reached by A&F Engineering in the process of developing the Zone Improvement Plan.
- e. The employees of the City shall make the Zone Improvement Plan publicly available as a public record of the City for review during the City's regular business hours.

Section 7: Establishment of Road Impact Fee

Based upon the analyses in the Zone Improvement Plan, the Council now finds, determines, establishes, and adopts a road impact fee in the amount of \$362.44 per 24-hour generated trip. The number of 24-hour weekday trips generated by each new development will be determined on a case-by-case basis using the methods and procedures outlined in the most recent edition of the *ITE Trip Generation Manual*, *ITE Trip Generation Handbook* and relevant information provided by the developer. The number of generated 24-hour trips for the new development is then multiplied by the Impact Fee to determine the collected road impact fee ("Impact Fee").

Section 8: Impact Fee Assessment Date

If the fee payer so requests, the amount of the Impact Fee shall be assessed not later than thirty (30) days after the earlier of: (1) the date the fee payer obtains an improvement location permit for the development; or (2) the date the fee payer voluntarily submits to the City a development plan for the development and evidence that the property is properly zoned for the proposed development. Such plan shall be in the form prescribed by the Westfield-Washington Township Unified Development Ordinance and shall contain reasonably sufficient detail for the City to calculate the Impact Fee. If no such request is made, the Impact Fee shall be assessed at the time the

structural building permit is issued. For purposes of this Section 8, "assessed" shall mean the act of calculating the amount of the total Impact Fee.

Section 9: Impact Fee Due Date; Installment Payment Plan

- a. An Impact Fee imposed pursuant to this Ordinance shall be due and payable on the date of issuance of the structural building permit from the City for the new development on which the Impact Fee is imposed.
- b. For a phased development, the Impact Fee shall be prorated for purposes of payment according to the impact of the parcel for which the structural building permit is issued in relation to the total impact of the development. Only the prorated portion of the assessed Impact Fee is due and payable on the issuance of the permit.
- c. A fee payer may be eligible to pay the Impact Fee in installment payments if the Impact Fee is greater than Five Thousand Dollars (\$5,000). In accordance with Ind. Code § 36-7-4-1324, an installment payment plan under this Section 9 must at least allow that:
 - i. A maximum of Five Thousand Dollars (\$5,000) or five percent (5%) of the Impact Fee, whichever is greater, may become payable on the date the structural building permit is issued for the development on which the fee is imposed;
 - ii. The first installment payment may not become due and payable less than one (1) year after the date the structural building permit is issued; and
 - iii. The last installment payment may not become due and payable less than two (2) years after the date the structural building permit is issued.
- d. A reasonable rate of interest, equal to the prejudgment rate of interest in effect at the time the interest accrues, may be charged if a fee payer elects to pay the Impact Fee in installments. Any such interest accrues only on the portion of the Impact Fee that is outstanding and does not begin to accrue until the date the structural building permit is issued for the development or the part of the development on which the Impact Fee is imposed. If all or part of the installment is not paid when due and payable, the amount of the installment shall be increased on the first day after the installment is due and payable by a penalty

amount equal to ten percent (10%) of the installment amount that is overdue, and interest shall be charged on said penalty amount.

Section 10: Credit in Lieu of Payment; Exemptions

- a. A fee payer may receive a credit against the Impact Fee if the owner or developer of the development constructs or provides road infrastructure or any other "improvement," as the term is defined in Ind. Code § 36-7-4-1335(a), after January 1, 1989 to the City for the benefit of the public, so long as the road infrastructure or improvement is constructed pursuant to the Zone Improvement Plan or in accordance with the City's specifications in force under the City's jurisdiction at the time.
- b. The amount of the credit shall equal the sum of the cost of constructing or providing the road infrastructure or improvement and the fair market value of land, real property interests, and site improvements provided to the City.
- c. The amount of the credit shall be determined at the date the Impact Fee is assessed. If an assessment is not requested by the fee payer, the amount of the credit shall be determined at the time the structural building permit is issued. The amount of the credit shall be determined jointly by the City and the person constructing or providing the infrastructure or improvement after obtaining a verified certification from a registered engineer, architect, or contractor of the actual costs of constructing and providing the road infrastructure or improvement to the City.
- d. The amount of a credit may be increased or decreased for the reasons stated in Ind. Code § 36-7-4-1335(e).
- e. If the person providing the road infrastructure or improvement for the credit is not the fee payer, the person providing the infrastructure or improvement may allocate all or some of the credit to the fee payer by submitting written and notarized documentation certifying the same in writing.
- f. The person providing the road infrastructure or improvement may designate in writing a reasonable and administratively feasible method of allocating credits to future fee payers.
- g. If the parties cannot agree on the amount of the credit, the fee payer or the person constructing or providing the infrastructure or improvement may file a

petition for determination of the amount of the credit with the City's Impact Fee Review Board ("Board"), established under Section 13 below, not later than thirty (30) days after the structural building permit is issued for the development on which the Impact Fee is imposed. The petition must be made on the form prescribed by the Board. A petition under this Section 10 may be made as part of an appeal proceeding under Section 15 below.

- h. Not later than thirty (30) days after the City receives a copy of a timely-filed petition for determination of a credit amount, the City shall provide the Board with its response to the petition, on the form prescribed by the Board.
- i. The Board shall determine the amount of the credit not later than thirty (30) days after the response is filed.
- j. A fee payer aggrieved by a final determination of the Board may appeal to the Circuit or Superior Courts of Hamilton County.

Section 11: Lien Rights Established

Pursuant to Ind. Code § 36-7-4-1325, the City acquires a lien against the real estate which is the subject of the Impact Fee on the date a structural building permit is issued. Upon adoption, this Ordinance shall be recorded, and thereafter, it shall constitute constructive notice of the lien rights of the City with respect to a parcel of real estate on which an Impact Fee is delinquent. The City may, in its discretion, file a specific instrument setting forth its lien rights with respect to a parcel of real estate on which an Impact Fee is delinquent, and such instrument shall constitute actual notice in addition to the constructive notice provided for by the recording of this Ordinance.

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Section 12: Form of Receipt for Payment

The Clerk-Treasurer of the City shall issue a receipt for any and all Impact Fees collected on the following form:

_____ (fee payer) made payment to the City of Westfield, Indiana, this ____ day of _____, 20____, in the total sum of _____ (\$_____) in (full/partial) satisfaction of impact fees due pursuant to Ordinance No. ____ relating to improvements to be constructed on the real estate located on or around _____, and subject to lien rights in favor of the City of Westfield, Indiana in the event of partial payment with payments remaining due. The remaining balance due (if any) is in the following amount: _____ (\$_____).

Clerk-Treasurer, City of Westfield, Indiana

Section 13: Impact Fee Review Board

- a. An Impact Fee Review Board ("Board") is hereby re-established. The Mayor shall appoint three (3) citizen members to the Board not later than six (6) months after adoption of this Ordinance. The Board members shall consist of the following:

One (1) member who is a real estate broker licensed in Indiana;
One (1) member who is an engineer licensed in Indiana; and
One (1) member who is a certified public accountant.

A Board member may not be a member of the Westfield-Washington Township Advisory Plan Commission.

- b. Board members shall serve a term of one (1) year commencing upon the date of their appointment. Each member shall continue to serve until his/her successor is appointed.
- c. In the event a member of the Board has a conflict of interest, the Mayor shall appoint a temporary replacement member, meeting the qualifications of the member being temporarily replaced, to dispose of the petition giving rise to the conflict of interest. If a member of the Board dies, resigns, or vacates office, the

Mayor shall appoint a replacement member meeting the qualifications of the member being replaced. The new member shall serve for the remainder of the vacated term.

- d. The Board is authorized to adopt by-laws, rules, regulations, and procedures as it may deem necessary for the proper conduct of its proceedings and the carrying out of its duties.
- e. Board members shall receive no salary but shall be entitled to reimbursement for any expenses necessarily incurred in the performance of their duties.
- f. The Board shall conduct its review of the amount of an impact fee assessed, the amount of a refund, and the amount of a credit using the procedures established in this Ordinance and Ind. Code § 36-7-4-1338(c).
- g. The Board shall have the powers and duties established in Ind. Code § 36-7-4-1338 and all other applicable provisions of the 1300 Series governing impact fees.

Section 14: Refunds

- a. A fee payer may be entitled to a refund of an Impact Fee for the reasons stated in Ind. Code § 36-7-4-1332.
- b. An application for a refund must be filed with the City's Director of Public Works not later than two (2) years after the right to a refund accrues under Ind. Code § 36-7-4-1332. The Director of Public Works will respond to the application within thirty (30) days of receipt by either rejecting the application or issuing a refund in part or in full.
- c. If a refund is approved, in whole or in part, the fee payer is entitled to interest from the date on which the Impact Fee was paid to the date the refund is issued. The interest rate shall be equal to the prejudgment rate of interest in effect at the time the interest accrues.
- d. If the City rejects the refund or approves only a partial refund, the fee payer may appeal the decision to the Board within sixty (60) days of the City's decision. An appeal application shall be filed with the Board on the prescribed form. The Board will hold a hearing on the appeal within forty-five (45) days of receipt of the appeal application. After a hearing, the Board will determine the amount of the refund, if any, including interest from the date the impact fee was paid to the

date the refund is issued. A party aggrieved by a final decision of the Board after a hearing may appeal the decision to the Hamilton County Circuit or Superior Court.

Section 15: Appeals

- a. A person against whom an Impact Fee is assessed may appeal the amount of the Impact Fee to the Board. An appeal of the amount of an Impact Fee may be made for the following reasons: (1) a fact assumption used in determining the amount of an impact fee is incorrect; or (2) the amount of the Impact Fee is greater than the amount allowed under Ind. Code § 36-74-1320, 1321 and 1322.
- b. To commence an appeal, the fee payer must file a petition for review of the Impact Fee on the prescribed form with the Board not later than thirty (30) days after issuance of the structural building permit for the development for which the Impact Fee is assessed. The petition must specify the following:
 - i. A description of the new development on which the impact fee has been assessed;
 - ii. All facts related to the assessment of the impact fee; and
 - iii. The reasons the petitioner believes the amount of the impact fee assessed is erroneous or is great than the amount allowed by the fee limitations set forth in the 1300 Series.
- c. The petition shall be filed with the Clerk-Treasurer and be accompanied by a filing fee of one hundred dollars (\$100). The filing fee may be refunded in full if:
 - i. The fee payer prevails;
 - ii. The amount of the impact fee or the reductions or credits against the fee is adjusted by the City, the Board, or a court; and
 - iii. The body ordering the adjustment finds that the amount of the fee, reductions, or credits were arbitrary or capricious.
- d. Upon receipt of a timely-filed petition on the prescribed form, the Board shall provide a copy of the petition to the City. The City shall provide the Board with a complete response to the petition on the form prescribed by the Board, not later than thirty (30) days after the City's receipt of the petition. The Board shall immediately forward a copy of the City's response to the petitioner. The City's response must indicate:

- i. Agreement or disagreement with each item indicated on the petition for review; and
 - ii. The reasons the City believes the amount of the fee assessed is correct.
- e. The Board shall review the petition and the City's response and determine the appropriate amount of the Impact Fee not later than thirty (30) days after submission of the City's response.
- f. A petitioner aggrieved by a final determination of the Board may appeal the Board's decision to the Hamilton County Superior or Circuit Courts. If the Impact Fee is vacated by judgment of the court, the assessment of the Impact Fee shall be remanded to the Board for correction of the Impact Fee assessment and further proceedings in accordance with law.
- g. If a petition for a review or an appeal of an Impact Fee assessment is pending, the Impact Fee is not due and payable until after the petition or appeal is finally adjudicated and the amount of the Impact Fee is determined.
- h. The City may not deny issuance of a structural building permit on the basis that an Impact Fee has not been paid or condition issuance of the permit on the payment of an Impact Fee. However, in the case of an Impact Fee of one thousand dollars (\$1,000) or less, the City may require the fee payer to pay the Impact Fee or bring an appeal under this Section before the City issues a structural building permit for the development for which the Impact Fee was assessed.

Section 16: Road and Street Thoroughfare Fund

- a. The City has established a Road and Street Thoroughfare Fund ("Fund") in compliance with Ind. Code § 36-7-4-1329. All Impact Fees received under this Ordinance shall be deposited in the Fund.
- b. Money in the Fund at the end of the City's fiscal year shall remain in the fund, and any interest earned by the Fund shall be deposited in the fund.
- c. The Clerk-Treasurer shall manage the Fund according to the provisions of the 1300 Series. The Clerk-Treasurer shall annually report to the Westfield-Washington Township Advisory Plan Commission and the City the amount of money in the Fund and the total receipts and disbursements of the Fund.

Section 17: Use of Impact Fees

Any and all Impact Fees collected pursuant to the provisions of this Ordinance may be utilized for the following purposes:

- a. Providing funds to the City or the Board of Public Works for the provision of new road infrastructure that is necessary to serve the new development in the impact zone from which the Impact Fee is collected and is identified in the Zone Improvement Plan.
- b. An amount not to exceed Five Percent (5%) of the annual collections of the Impact Fee to be utilized for expenses incurred by the City for the consulting services used to establish this Ordinance;
- c. To pay any refund due pursuant to the terms of this Ordinance; and
- d. To pay the debt service cost of an obligation issued to provide new road infrastructure described in sub-paragraph (a) above.

Section 18: Amendment and Review

The Impact Fee provided for herein is based upon data which, in large part, is subject to inflation and other economic and market forces over which the City has no control. The Council may cause a review to be made by City staff or consultants as may be required, to determine the continuing validity of the Impact Fee, the Impact Zone, and the Zone Improvement Plan. The Council shall consider and adopt such amendments as are necessary to cause a substantive compliance with all constitutional and statutory requirements. To the extent required by the facts and circumstances, this process shall include the steps necessary to update the Zone Improvement Plan and the Westfield-Washington Township Comprehensive Plan.

Section 19: Severability

If any clause, section, provision or portion of this Ordinance shall be held invalid or unconstitutional by any court of competent jurisdiction, such decision shall not affect any other clause, section, provision, or portion of this Ordinance.

Section 20: Repeal

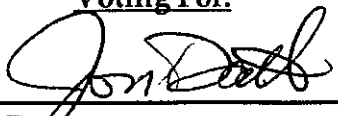
All ordinances or parts of ordinances of the City in conflict with this Ordinance are hereby repealed.

[Signature Page to Follow]

THIS ORDINANCE IS HEREBY APPROVED AND ADOPTED BY THE COMMON COUNCIL OF THE CITY OF WESTFIELD, INDIANA THIS 22ND DAY OF JULY, 2024.

COMMON COUNCIL OF THE CITY OF WESTFIELD, INDIANA

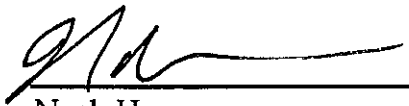
Voting For:

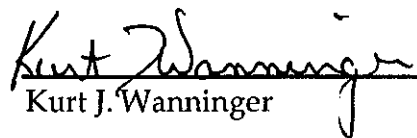

Jon Dartt


Victor McCarty

Joe Duepner

Patrick T. Tamm


Noah Herron


Kurt J. Wanninger

Chad Huff

Voting Against:

Jon Dartt

Victor McCarty

Joe Duepner

Patrick T. Tamm

Noah Herron

Kurt J. Wanninger

Chad Huff

Abstain:

Jon Dartt

Victor McCarty

Joe Duepner

Patrick T. Tamm

Noah Herron

Kurt J. Wanninger

Chad Huff

ATTEST:


Marla Ailor, Clerk-Treasurer

I hereby certify that ORDINANCE 24-43 was delivered to the Mayor of the City of Westfield, Indiana on the 24th day of July, 2024, at 8:00A.m.

Marla Ailor
Marla Ailor, Clerk-Treasurer

I hereby APPROVE ORDINANCE 24-43

This 29th day of July, 2024.

Scott A. Willis

Scott A. Willis, Mayor

I hereby VETO ORDINANCE 24-43

This ____ day of _____, 2024.

Scott A. Willis, Mayor

ATTEST:

Marla Ailor
Marla Ailor, Clerk-Treasurer

This document was prepared by Kayla Moody-Grant; Taft Stettinius & Hollister, LLP, 1 Indiana Square, Suite 3500, Indianapolis, IN 46204.

I affirm under the penalties for perjury, that I have taken reasonable care to redact each Social Security Number in this document unless required by law. /s/ Kaitlin Glazier

EXHIBIT B



2025027581 AGREEMENT 25.00
07/10/2025 10:33 AM 6 PGS
TRINI BEAVER
HAMILTON COUNTY RECORDER, IN
RECORDED AS PRESENTED

ROAD IMPACT FEE INSTALLMENT AGREEMENT

Cross Referenced to Instrument No. 2008029578

Ben's BBQ Shack c/o Ben Hoffman (the "Applicant") makes the following commitments (the "Commitments") to the City of Westfield, Hamilton County, Indiana ("City") regarding the installment payments for the Road Impact Fees properly assessed on the following described real estate (the "Real Estate") located in Hamilton County, Indiana:

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

Address: 1000 E. 181st Street, Westfield, IN 46074

Parcel Nos: 08-05-36-00-00-004.336

Section 2. **Improvement Location Permit Nos.:** 25-C-012-669 (the "ILP").

Builder/Contractor: MacDougall Pierce

Section 3. **Statement of Terms:**

- A. As part of the development of the Real Estate, road impact fees are required to be paid to the City by the Applicant. In accordance with City Ordinance 17-43, the City assessed a road impact fee of **\$67,325.46** on May 08, 2025, attached hereto as Exhibit B (25-RIFA-13) (the "Assessed Road Impact Fee"), as part of the Applicant's filed ILP for the Real Estate.
- B. Pursuant to I.C. 36-7-4-1324 the City agrees to installment payments of the Assessed Road Impact Fees as set forth herein.
- C. Prior to the issuance of the ILP, the Applicant agrees to tender \$5,000.00 (Five-Thousand Dollars) or five percent (5%), whichever is greater.
- D. Pursuant to I.C. 36-7-4-1324 the City will charge six percent (6%) interest on an annual basis, only on the portion of the impact fee that is outstanding.
- E. Pursuant to I.C. 36-7-4-1324 the City may charge a ten percent (10%) penalty on any installment which is not paid by the payable due date set forth in Section F. This penalty will be assessed only to the installment amount which is overdue and is a one-time charge for that installment. Interest in the amount described in Section D may also be charged on the penalty amount in accordance with I.C. 36-7-4-1324.
- F. The Applicant agrees to make installment payments to the City for the remaining Assessed Road Impact Fee on or before the dates set forth below. The remaining amounts shall be due in equal payments beginning July 13, 2026, and every year thereafter, in accordance with the following:

Taxes to:
City of Westfield
130 Penn Street
Westfield, IN 46074

Issuance of ILP:	\$5,000.00
July 7, 2026:	\$14,795.84
July 7, 2027:	\$14,795.84
July 7, 2028:	\$14,795.84
July 7, 2029:	\$14,795.84
July 7, 2030:	\$14,795.84
Total Road Impact Fee:	\$78,979.20

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

Section 4. Binding on Successors and Assigns:

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

Section 5. Effective Date:

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

Section 6. Recording:

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

Section 7. Enforcement:

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

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

Ben's BBQ Shack c/o Ben Hoffman (the "Applicant")

By: [Signature]

Printed Name: BEN HOFFMAN

Title: OWNER

Date: 6/18/25

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

[Signature]
SIGNATURE OF NOTARY PUBLIC

SHARICE WILLIAMS
Notary Public, State of Indiana
SEAL
Marion County State of Indiana
Commission Number NP0757489
My Commission Expires July 14, 2032

State of Indiana, County of Hamilton, ss:

Subscribed and Sworn before me this 18th day of June, 2025.

Printed Name of Notary Public Sharice Williams

My Commission Expires July 14th 2032

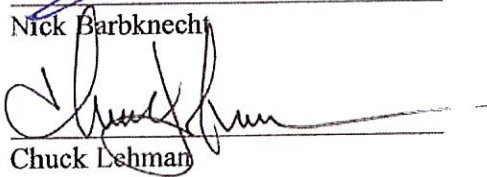
I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security Number in this document, unless required by law: Michael Pearce, City Engineer.

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

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



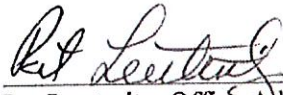
Nick Barbknecht



Chuck Lehman

Scott Willis

ATTEST:



Pat Leuteritz, Office Administrator



Exhibit A

Real Estate

LAND DESCRIPTION:

A part of the Northwest Quarter of Section 36, Township 19 North, Range 03 East, Washington Township, Hamilton County, Indiana and being part of Block B of the First Replat of Block A Grand Park Village Section 6 as recorded in Plat Cabinet 6, Slide 301, Instrument Number 2022041391 in the Office of the Recorder of Hamilton County, Indiana and more particularly described as follows:

Beginning at a southeast corner of said Block "B"; thence South 89 degrees 41 minutes 26 seconds West along the south line of said Block "B" 450.00 feet to a corner of said Block "B", said point also being the southeast corner of Lot 1 of the Secondary Plat of Grand Park Village Section 6 as recorded in Instrument Number 2019062064 in said Office of the Recorder; thence North 00 degrees 18 minutes 34 seconds West along a west line of said Block "B" and the east line of said Lot 1 a distance of 188.33 feet to the northeast corner of said Lot 1, with said point being on the south line of the Secondary Plat of Lot 2 of Grand Park Village Section 6, Block B as prepared by Keeler-Webb Associates, with the next five (5) courses being on and along said Lot 2 of Grand Park Village Section 6, Block B; (1) thence North 89 degrees 58 minutes 33 East 1.02 feet; (2) thence North 10 degrees 10 minutes 25 seconds East 110.44 feet to a non-tangent curve; (3) thence northeasterly 0.64 feet along said curve to the left having a radius of 100.00 feet and subtended by a long chord bearing of North 56 degrees 27 minutes 57 seconds East 0.64 feet to another curve; (4) thence northeasterly 49.97 feet along said curve to the left having a radius of 100.00 feet and subtended by a long chord bearing of North 42 degrees 20 minutes 05 seconds East 49.45 feet; (5) thence North 44 degrees 54 minutes 08 seconds East 23.48 feet to a northeasterly line of said Block "B", with the next three (3) courses being on and along said Block "B"; (1) thence South 65 degrees 40 minutes 52 seconds East 351.86 feet; (2) thence South 32 degrees 59 minutes 43 seconds East 108.01 feet; (3) thence South 00 degrees 18 minutes 34 seconds East 112.54 feet to the Point of Beginning, containing 2.735 acres, more or less.

Exhibit B

Assessed Road Impact Fee

ROAD IMPACT FEE ESTIMATE

Estimate Request #: 25-RIFA-13
 Estimate Date: 05/05/15
 Estimate By: Weston Rogers / Michael Pearce
 (I.C. 36-7-4-1321 and City Ordinance No. 24-43)



Property Information:	Applicant Information:
Property Description:	Name: Ben's BBQ Shack c/o Ben Hoffman
Parcel: 08-05-36-00-00-004.336	Address: 224 E. Main St
Address: 906 E 181st St.	Westfield, IN 46074
Westfield, IN 46074	957.825.6747
	Email: ben@bensbbqshack.com

Development Information:

Existing: Proposed:
 Vacant 3,040 square foot restaurant
 1.00 acres

Zoning: Grand Park Village PUD

Road Impact Fee Calculation:

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

Land Use Code:	High-Turnover (Sit-Down) Restaurant (932)
Independent Variable:	3,040 square feet
Weighted Trip Average:	107.20 per 1,000 Square feet (average weekday 24-hour trip rate)

Trips:

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

Pass-by Trips:

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

Calculation:

	Square feet	Variable	Trip Average		
Trips:	3,040	/	1,000	x	107.2 = 325.89 24-hour trips
Pass-by Trips:			Average pass-by trip percentage:		43% pass-by trip reduction %
					140.13 pass-by trips
Credits:			Structure demolition is proposed:		0.00 structure demolition credit (see below)
			Total net trips:		185.76 24-hour trips

Road Impact Fee: 5862.44 per trip

Road Impact Fee Assessment:								Total Road Impact Fee:
24-hour trips	Fee per trip	=	road impact fee	pass-by trip discount	redevelopment credits			
325.89	x	5862.44	=	\$ 1,918,114.55	-	\$ 30,785.88	=	\$ 1,887,328.67

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

Exhibit D

Ben's BBQ Shack, LLC Road Impact Fee Appeal

APPLICABLE INDIANA STATUTES AND ORDINANCE PROVISIONS.

(Note. Statutory references are used predominantly herein rather than the Fee Impact Ordinance (OR24-43) because Section 2 of the Fee Impact Ordinance (OR24-43) provides that the substantive and procedural requirements of the statute shall control in the event they conflict with the Ordinance).

36-7-4-1333 A fee payor may appeal the amount of the impact fee. A unit may not deny issuance of a structural building permit on the basis that an impact fee has not been paid or condition issuance of the permit on the payment of an impact fee. The impact fee review board must create a form for the payor to complete, together with instructions, to appeal the fee. The form and the instructions must be clear, simple, and understandable to a lay person. This statutory language is intended to enable fee payors to be able to appeal the imposition of the impact fee by using a simple form thereby avoiding the need to hire legal counsel.

The form must require the petitioner to specify: (1) a description of the new development on which the impact fee has been assessed; (2) all facts related to the assessment of the impact fee; and (3) the reasons the petitioner believes that the amount of the impact fee assessed is erroneous or is greater than the amount allowed by the fee limitations set forth in this series.

- **Appellant had to enter into as a condition to Westfield's issuance of the building permit required by Appellant's lender as a condition to making the construction loan**
- **No form was available, the Westfield City Clerk was not aware of the subject ordinance. Therefore, Appellant incurred unnecessary legal fees to appeal the impact fee calculation.**

36-7-4-1334. The impact fee ordinance must provide that an appeal of the amount of an impact fee may be made for the following reasons:

- (1) A fact assumption used in determining the amount of an impact fee is incorrect.
 - (2) The amount of the impact fee is greater than the amount allowed under sections 1320, 1321, and 1322 of 36-7-4.
- **There is no Indiana case law interpreting this language. Appellant believes that the fact assumptions used in determining the impact fee are incorrect.**

Section 7 of the Fee Impact Ordinance (OR24-43) provides that [T]he number of 24-hour weekday trips generated by each new development will be determined on a case-by-case basis using the methods and procedures outlined in the most recent edition of the ITE Trip Generation Manual, ITE Trip Generation Handbook and relevant information provided by the developer.

- **There is no Indiana case law or other materials interpreting what type of information is to be provided by the developer.**

- **Appellant was not asked to present any material other than the development plan at the time of the City calculated the current impact Fee.**

36-7-4-1339 authorizes a fee payor to file suit to have their rights determined under the statute. The validity of an impact fee ordinance adopted by a unit or the validity of the application of the ordinance in a specific impact zone may be challenged under this section on any of the following grounds:

(6) The impact fee ordinance imposes fees on new development that will not create a need for additional infrastructure.

(7) The impact fee ordinance imposes on new development fees that are excessive in relation to the infrastructure needs created by the new development.

(8) The impact fee ordinance does not allow for reasonable credits to fee payers.

Appellant believes that the existing fee is excessive in relation to the infrastructure needs created by the new development.

- **181st Street has already been widened and improved**
- **A new roundabout has just been completed very near the subject property at 181st Street and Wheeler Road.**
- **Thousands of apartments are being constructed in the immediate vicinity of the subject property.**
- **The proposed use of the subject property will not create a need for additional infrastructure**
- **No additional infrastructure is needed in Westfield to serve the subject property and the proposed use.**

36-7-4-1335 and Section 10 of the Fee Impact Ordinance (OR24-43) A fee payer is entitled to a credit against an impact fee if the owner or developer of the development constructs or provides: (1) infrastructure that is an infrastructure type for which the unit imposed an impact fee in the impact zone; or (2) an improvement. Also, a fee payer is entitled to a credit under this section for infrastructure or an improvement that: (1) is constructed or furnished relative to a development after January 1, 1989; and (2) meets the requirements of this section. The amount of a credit allowed shall be determined at the date the impact fee is assessed. However, if an assessment is not requested, the amount of the credit shall be determined at the time the structural building permit is issued. The amount of the credit shall be: (1) determined by the: (A) person constructing or providing the infrastructure or improvement; and (B) applicable infrastructure agency.

- **Appellant is constructing various shared access points shown on the attached development plan (Exhibit C) allowing for through traffic and cross access to adjoining parcels.**

- **These improvements were required by the City of Westfield as a condition to approving Appellant's development plan for the subject property and, therefore, constitute "improvements" under IC 36-7-4-1335 and IC 36-7-4-1313**
- **The cost of those improvements are projected to be \$42,383 as evidenced by the attached email from Appellant's contractor. See Exhibit D**

36-7-4-1337 The impact fee ordinance shall: (1) establish a method for reasonably allocating credits to fee payers in situations in which the person providing infrastructure or an improvement is not the fee payer and (2) allow the person providing infrastructure or an improvement to designate in writing a reasonable and administratively feasible method of allocating credits to future fee payers.

- **None of the foregoing was discussed with Appellant at the time Appellant sought its building permit and executed the installment Agreement. Appellant has been made aware of the existence of a fee credit agreement with the original developer of the PUD. However, Westfield cannot locate a copy of said agreement under which Appellant could establish its rights or credit entitlements.**

EXHIBIT TO THE IMPACT FEE INSTALLMENT AGREEMENT. This Exhibit expressly provides that Trip generation estimates **may be able to be reduced, subject to the land use, its context** and available data from the Trip Generation Manual ("TGM")."

- Thus, contrary to the City's counter-arguments, calculations generated by the Impact Fee Installment Agreement estimate are not set in stone.

CITY'S COUNTER-ARGUMENTS

- I. Westfield objects to Appellant's request to recharacterize the proposed use under the 11th Edition of the ITE Manual (the Manual used to calculate the existing permit fee) because Fast Casual Dining (930) uses only one count as opposed the more robust counts incorporated in the High-Turnover (Sit-Down) Restaurant (932) use classification. This argument fails because:
 - **Neither Indiana state law nor City Ordinance (OR24-43) gives the City the authority to ignore a more appropriate use classification based upon the number of "counts" reflected in the ITE Manual.**
 - **If the use designated by the City is based upon the number of "counts" associated with the use, the Ordinance should be amended to remove the proposed use from consideration by the City of Westfield.**
 - **The High-Turnover (Sit-Down) Restaurant (932) use classification used by the City conflicts with the interpretation of Appellant's use by the City's zoning administrator (attached). Appellant's reliance on the defined term used in the Westfield Washington Township Unified Development Ordinance is NOT since it is the goal and purpose of**

the Road Impact Fee statute and Ordinance to determine on case-by-case basis using relevant information as called for in Section 7 of the Ordinance.

- **This City's arbitrary use classification also conflicts with the proposed actual use of the subject property. Thus, the fact assumption used by the City in determining the fee is incorrect in violation of IC 36-7-4-1334 and Section 15(a) of the Fee Impact Ordinance (OR24-43)**

II. Westfield objects to Appellant's request to reduce the Weighted Trip Average by stating that the City does not (and should not) consider the Appellant's Proposed business plan or hours of Operation.

- **The City fails to include any statutory or regulatory citation to support this argument.**
- **This argument is in direct contrast to the mandates of the Statute and Sections 7 and 15 of the Fee Impact Ordinance requiring a case-by-case analysis and the "fact assumption" determinations on which impact fee appeals are authorized.**
- **The fee impact statutes and Ordinance DO NOT address what a property could be used for (as the City argues) but, rather, what a property is going to be used for by the fee payor.**

III. Westfield also objects to Appellant's request to increase the assumed 43% "pass-by" rate assumptions used in the ITE TGM 11th Edition manual because Appellant offers no data or support for this request.

- **Appellant is present and prepared to testify as to Appellant's business model and customer base. The following information is based upon a 3-year study of current operation and projections for the future operations at the new site. All projections of business income and activity have been reviewed and approved by Mr. Hoffman's lender and the US Small Business Administration:**
 - **Average per week tickets at current location = 120 (3 days open per week)**
 - **Projected tickets per week first year at new location = 367 (4 days open)**
 - **Projected tickets per week second year at new location = 478 (4 days open)**
 - **Average at new location = 422.5 per week**
 - **Daily average 7 day week = $422.5/7 = 60.36$ customer vehicles to new lot**
 - **120.71 total trips (to location and from location)**
 - **No adjustment for car pools-1 ticket=1 order**
 - **No adjustment for walk up and bicycle customers**
 - **No adjustment for pass by reduction**
 - **$120.71 \text{ trips} \times \$362.44 = \$43,750.13$**
 - **With pass-by 43% reduction: $68.8 \times \$362.44 = \$24,937.58$**

IV. Westfield further objects to Appellant's request for credits against the road impact fee because it has no knowledge of eligible improvements. As stated above and attached:

- **Appellant is constructing various shared access points shown on the attached development plan allowing for through traffic and cross access to adjoining parcels.**
- **These improvements were required by the City of Westfield as a condition to approving Appellant's development plan for the subject property and, therefore, constitute "improvements" under IC 36-7-4-1335 and IC 36-7-4-1313**
- **The cost of those improvements are projected to be \$42,383 as evidenced by the attached email from Appellant's contractor. If reduced from the 120.71 trip projection noted above (\$43,750.13), the resulting RIF is \$1,367.13. If the pass-by 43% reduction is applied, the RIF is \$0.00.**

V. Westfield objects to Appellant's assertion that the City pre-conditioned Appellant's building permit on the execution of the installment agreement and payment of the initial \$5,000 installment.

- **This argument conflates the obligation of the City under statutes and Section 15(h) of the Ordinance to accept an installment agreement with the fact that the City required Appellant to execute the agreement as a condition to the City's issuance of a building permit.**
- **Both IC 36-7-4-1333 and Section 15 (h) of the Ordinance expressly state that the city "may not deny issuance of a structural building permit on the basis that an impact fee has not been paid or condition issuance of the permit on the payment of an impact fee."**
- **Appellant is here to expressly state that this occurred. Appellant's federal small business construction loan was conditioned on Appellant providing the bank with a signed building permit.**
- **The City's obligation to accept an installment agreement is expressly required by IC 36-7-4-1324**

CALCUATION OF ADJUSTMENTS

Initial Appeal of Road Impact Fee: Reduce RIF from \$67,325.46 to \$12,201.49.

Based upon Actual Projections. Reduce RIF from \$67,325.46 to \$1,367.13 or \$0.

EXHIBIT A - 986 East 181st Street and Vicinity (Google Maps)

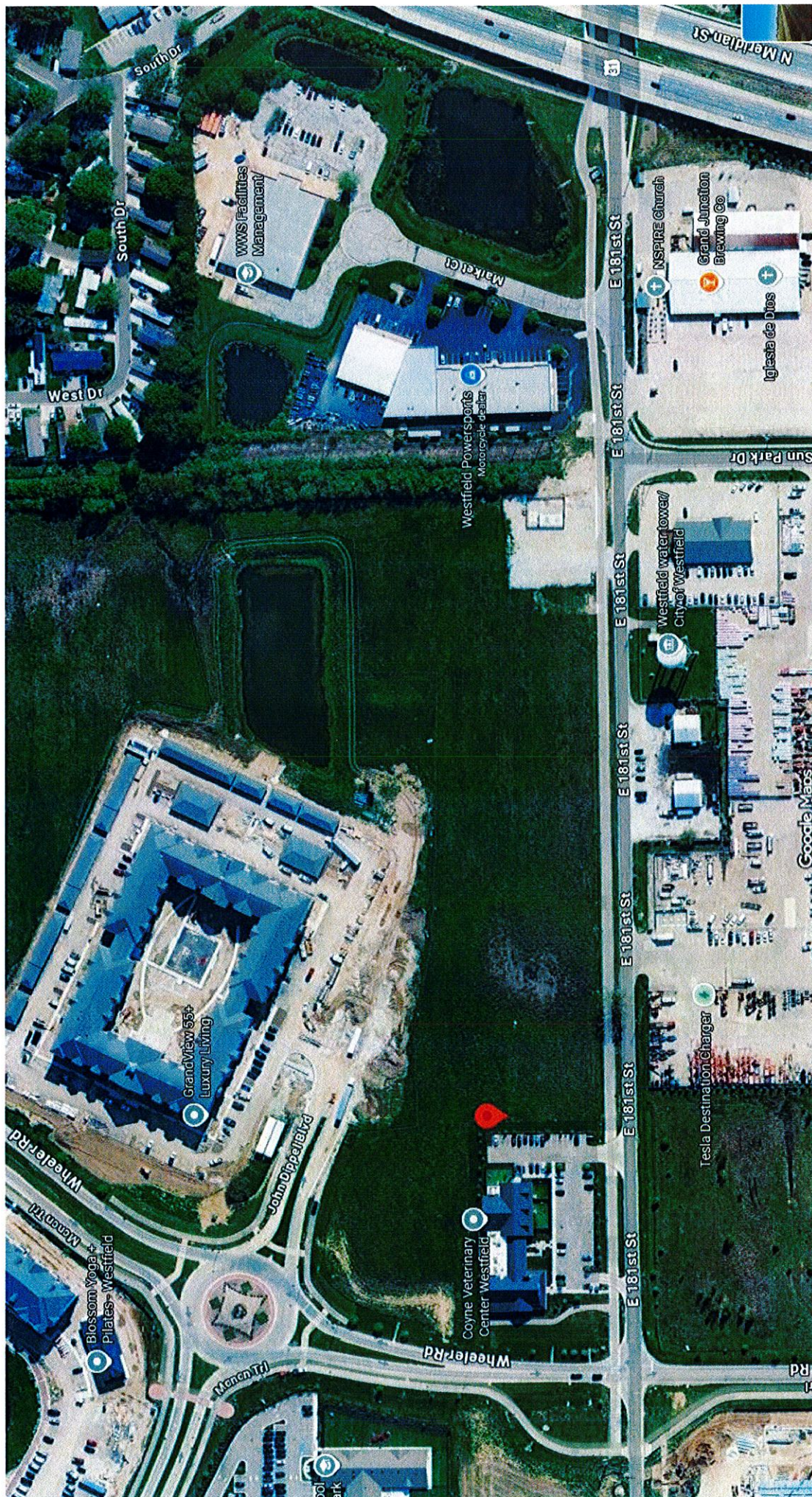


EXHIBIT B - Recorded Plat

PREPARED BY:
NICKOLAS M. SCHMITT
FRITZ ENGINEERING SERVICES, LLC

CURRENT OWNER:
D&W FARMS INC.
CARDINAL GROUP LLC

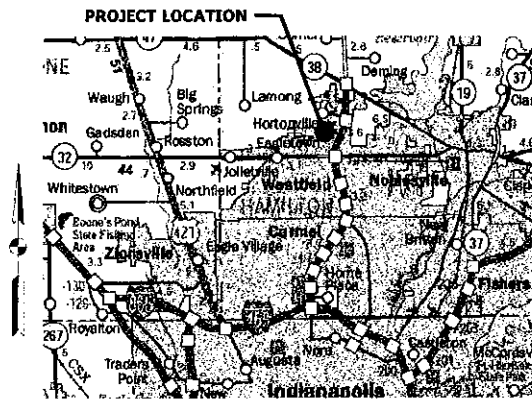
SOURCE OF TITLE:
INSTRUMENT NUMBER:
2008029578
2025-00193

SECONDARY PLAT FOR

LOT 3 AND LOT 4 OF THE GRAND PARK VILLAGE SECTION 6, BLOCK B

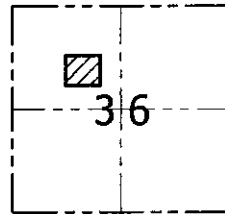
A PART OF THE GRAND PARK VILLAGE SECTION 6 SECONDARY PLAT AS RECORDED IN INSTR. NO. 2022041391
AND A PART OF THE NORTHWEST QUARTER OF SECTION 36, TOWNSHIP 19 NORTH, RANGE 3 EAST
IN HAMILTON COUNTY, CITY OF WESTFIELD, INDIANA

2025023630 PLAT 40.00
06/16/2025 03:48 PM 4 PGS
TRINI BEAVER
HAMILTON COUNTY RECORDER, IN
RECORDED AS PRESENTED



VICINITY MAP
(NOT TO SCALE)

DUTY ENTERED FOR TAXATION
Subject to final acceptance for transfer
16 day of June 2025
Auditor of Hamilton County



TOWNSHIP 19 NORTH
RANGE 03 EAST

U.S.P.L.S.S. SECTION MAP
(MAP NOT TO SCALE)

LAND DESCRIPTION:

A part of the Northwest Quarter of Section 36, Township 19 North, Range 03 East, Washington Township, Hamilton County, Indiana and being part of Block B of the First Replat of Block A Grand Park Village Section 6 as recorded in Plat Cabinet 6, Slide 301, Instrument Number 2022041391 in the Office of the Recorder of Hamilton County, Indiana and more particularly described as follows:

Beginning at a southeast corner of said Block "B"; thence South 89 degrees 41 minutes 26 seconds West along the south line of said Block "B" 450.00 feet to a corner of said Block "B", said point also being the southeast corner of Lot 1 of the Secondary Plat of Grand Park Village Section 6 as recorded in Instrument Number 2019062064 in said Office of the Recorder; thence North 00 degrees 18 minutes 34 seconds West along a west line of said Block "B" and the east line of said Lot 1 a distance of 188.33 feet to the northeast corner of said Lot 1, with said point being on the south line of the Secondary Plat of Lot 2 of Grand Park Village Section 6, Block B as prepared by Keeler-Webb Associates, and as recorded in Instrument Number 2025019297 in said Office of the Recorder, with the next four (4) courses being on and along said Lot 2 of Grand Park Village Section 6, Block B; (1) thence North 89 degrees 58 minutes 33 seconds East 1.02 feet; (2) thence North 10 degrees 10 minutes 25 seconds East 110.40 feet to a non-tangent curve; (3) thence northeasterly 50.59 feet along said curve to the left having a radius of 101.00 feet and subtended by a long chord bearing of North 42 degrees 32 minutes 37 seconds East 50.06 feet; (4) thence North 45 degrees 00 minutes 02 seconds East 23.45 feet to a northeasterly line of said Block "B", with the next three (3) courses being on and along said Block "B"; (1) thence South 65 degrees 40 minutes 52 seconds East 351.86 feet; (2) thence South 32 degrees 59 minutes 43 seconds East 108.01 feet; (3) thence South 00 degrees 18 minutes 34 seconds East 112.54 feet to the Point of Beginning, containing 2.735 acres, more or less.

LEGEND & MONUMENTATION INFO

- RECOVERED MONUMENTS PER CROSS-REFERENCE SURVEY
- △ U.S.P.L.S.S. SECTION CORNER LOCATION
- ALIGNMENT POINT (RECOVERED OR CALC.)
- ☒ R/W RECOVERED RIGHT-OF-WAY MONUMENT
- SET BOUNDARY CORNER MONUMENT
- SQUARE 4 INCH BY 36 INCH LONG CONCRETE MONUMENT WITH A SCRIBED CROSS ON TOP OR SET FLUSH WITH A BRASS MONUMENT
- EXTERIOR PLAT BOUNDARY LINE
- U.S.P.L.S.S. SECTION LINE
- APPARENT CENTERLINE (CL)
- RIGHT-OF-WAY (R/W)
- LOT LINES
- EASEMENT(S)
- BUILDING SETBACK LINES (B.S.L.)
- A.E. = ACCESS EASEMENT
- B.M.P.E. = BEST MANAGEMENT PRACTICE ESMT.
- C.A. = COMMON AREA
- D.E. = DRAINAGE EASEMENT
- D.&U.E. = DRAINAGE & UTILITY EASEMENT
- ESMT. OR E. = EASEMENT
- EX. = EXISTING
- I.E.E. = INGRESS / EGRESS EASEMENT
- L.E. = LANDSCAPE EASEMENT
- L.A.E. = LIMIT ACCESS EASEMENT
- M.F.P.G. = MINIMUM FLOOD PROTECTION GRADE
- REG. D.E. = REGULATED (LEGAL) DRAIN EASEMENT
- S.E. = SANITARY EASEMENT
- S.D.&U.E. = SANITARY, DRAINAGE & UTILITY ESMT.
- T.P.E. = TREE PRESERVATION EASEMENT
- U.E. = UTILITY EASEMENT
- V.W. = VARIABLE WIDTH
- W.E. = WATER EASEMENT

SET PROPERTY CORNER MONUMENTS TO BE:

24 IN. x 3/4 IN. DIA. REBAR WITH STAMPED PINK CAP SET FLUSH WITH GRADE OR WHERE CORNER IS ON HARDSCAPE, A MAG NAIL WITH STAMPED WASHER.

MONUMENT STAMPING: "FRITZ ENG. BOUNDARY FIRM # 0152"

SET CENTERLINE / ALIGNMENT MONUMENT TO BE:

24 IN. x 3/4 IN. DIA. REBAR WITH STAMPED RED CAP SET FLUSH WITH GRADE OR WHERE POINT IS ON HARDSCAPE, A 5/8" x 7" ALUMINUM STAMPED ROD WITH 1-1/2" ALUMINUM CAP WITH "PUNCH HOLE"

MONUMENT STAMPING: "FRITZ ENG. ALIGNMENT POINT FIRM # 0152"

FLOOD (FEMA) NOTES:

THE SURVEY TRACT LIES WITHIN FLOOD HAZARD ZONE "X" 'UN-SHADED', AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN, AS SCALED OFF THE FEMA FIRM MAP NUMBER 18057C0120G, WITH AN EFFECTIVE DATE OF 11/19/2014.

BASIS OF BEARING NOTE:

Unless noted otherwise, all bearings shown herein are labeled based upon this survey's basis of bearing:
NAD 83 Indiana State Plane East - Grid.



FRITZ
ENGINEERING SERVICES

14020 MISSISSINAWA DRIVE
CARMEL, INDIANA 46033
P: 317.324.8695
F: 317.324.8717
www.fritz-eng.com

PREPARED BY: NICKOLAS M. SCHMITT

FRITZ ENGINEERING SERVICES, LLC

DRAFTED BY: JC

SURVEY STATUS

FINAL

PROJECT NUMBER: 2410003

DATE: 05/20/2025

CHECKED BY: NMS

SHEET NUMBER

1 OF 4

EXHIBIT B - Recorded Plat

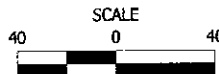
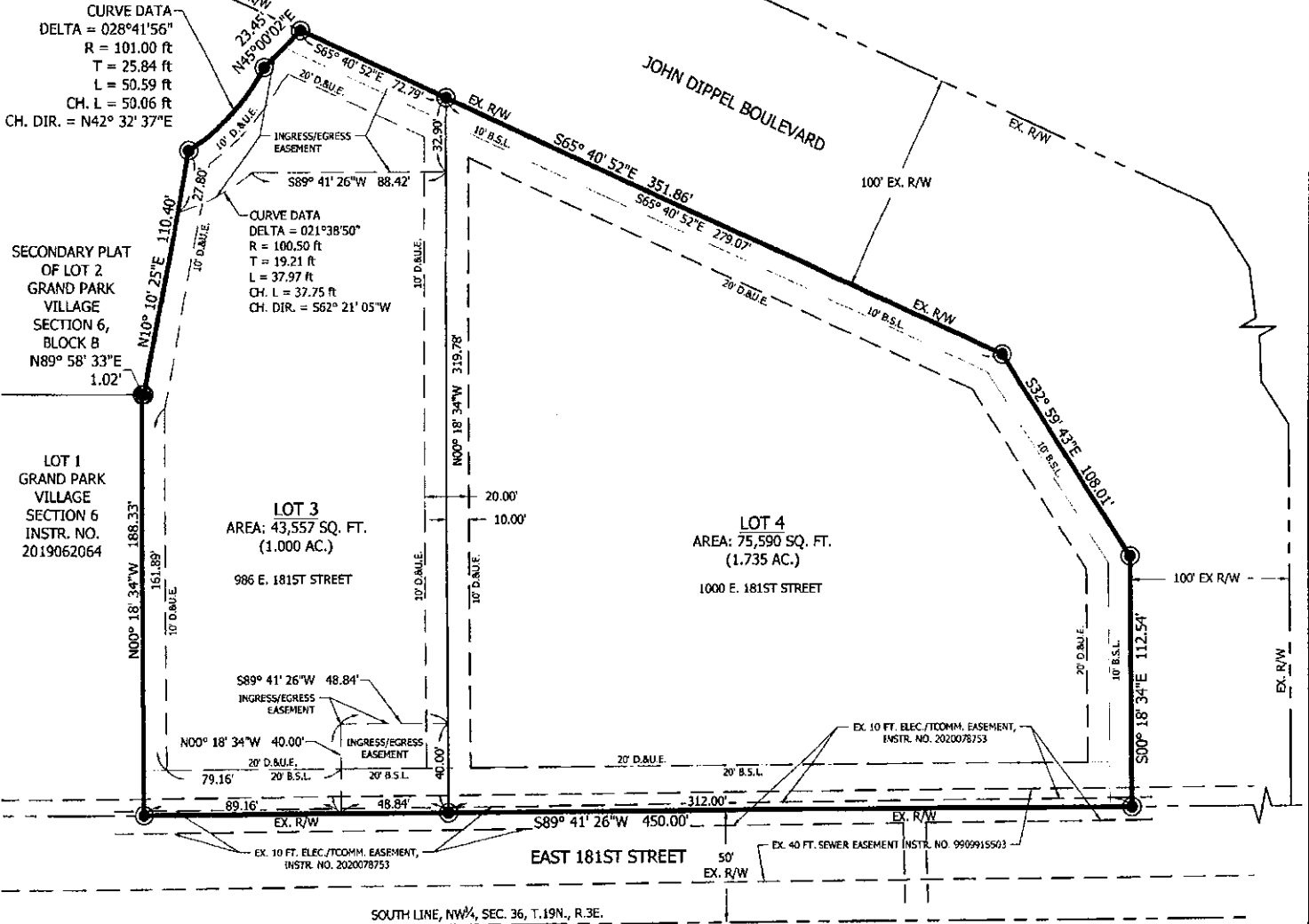
PC 6 Slide 6627
 PREPARED BY:
 NICKOLAS M. SCHMITT
 FRITZ ENGINEERING SERVICES, LLC

CURRENT OWNER:
 D&W FARMS INC.
 CARDINAL GROUP LLC

SOURCE OF TITLE:
 INSTRUMENT NUMBER:
 2008029578
 2025-00193

SECONDARY PLAT FOR LOT 3 AND LOT 4 OF THE GRAND PARK VILLAGE SECTION 6, BLOCK B

A PART OF THE GRAND PARK VILLAGE SECTION 6 SECONDARY PLAT AS RECORDED IN INSTR. NO. 2022041391
 AND A PART OF THE NORTHWEST QUARTER OF SECTION 36, TOWNSHIP 19 NORTH, RANGE 3 EAST
 IN HAMILTON COUNTY, CITY OF WESTFIELD, INDIANA



FRITZ
 ENGINEERING SERVICES

14020 MISSISSINAWA DRIVE
 CARMEL, INDIANA 46033
 P: 317.324.8695
 F: 317.324.8717
 www.Fritz-Eng.com

PREPARED BY: NICKOLAS M. SCHMITT PROJECT NUMBER: 2410003
 FRITZ ENGINEERING SERVICES, LLC DATE: 05/20/2025

DRAFTED BY: JC

CHECKED BY: NMS

SURVEY STATUS
FINAL

SHEET NUMBER
2 OF 4

PREPARED BY:
NICKOLAS M. SCHMITT
FRITZ ENGINEERING SERVICES, LLC

CURRENT OWNER:
D&W FARMS INC.
CARDINAL GROUP LLC

SOURCE OF TITLE:
INSTRUMENT NUMBER:
2008029578
2025-00193

PC 62 Slide 6607

SECONDARY PLAT FOR

LOT 3 AND LOT 4 OF THE GRAND PARK VILLAGE SECTION 6, BLOCK B

A PART OF THE GRAND PARK VILLAGE SECTION 6 SECONDARY PLAT AS RECORDED IN INSTR. NO. 2022041391
AND A PART OF THE NORTHWEST QUARTER OF SECTION 36, TOWNSHIP 19 NORTH, RANGE 3 EAST
IN HAMILTON COUNTY, CITY OF WESTFIELD, INDIANA

DEED OF DEDICATION

We the undersigned owners of the real estate shown and described herein, do hereby certify that we have laid off, platted and subdivided, and do hereby lay off, plat and subdivide, said real estate in accordance with the within plat.

This subdivision shall be known and designated as **LOT 3 AND LOT 4 OF THE GRAND PARK VILLAGE SECTION 6, BLOCK B**, In Hamilton County, Indiana. All rights-of-way shown and not heretofore dedicated, are hereby dedicated to the public and City of Westfield with the recording of this plat.

Front and side yard setback lines are hereby established as shown on this plat, between which lines and the property lines of the street, there shall be erected or maintained no building or structure.

There are strips of ground shown on this plat and marked "easement", which are designated as specific easements as identified on the plat and corresponding legend. These are reserved for the use of drainage and public utilities for the installation of water and sewer mains, poles, ducts, lines and wires, subject at all times to the proper authorities and to the easement herein reserved. No permanent or other structures are to be erected or maintained upon said strips of land, but owners of lots in this subdivision shall take their titles subject to the rights of the public utilities. Said strips ("easements") are also reserved for the City of Westfield or successors in the city's interest for the installation and maintenance of these items subject at all times to proper authorities and to the easement herein reserved.

"Sanitary Sewer Easements" are hereby created for the use of the developer, and of the utility, public or private, having jurisdiction over the sanitary waste disposal system. Sanitary sewer easements shall be used to construct, extend operate, inspect, maintain, reconstruct and remove mains, ducts, or other related utility structures of sanitary sewers that are part of said system, and for ingress and egress thereto.

"Line of Sight Easements" are created to avoid impeding the sight of vehicular traffic at the intersections. No structures or trees other than small height shrubs shall be placed in these easements.

This plat, and all of the real estate described herein, including without limitation all lots, blocks and / or common areas, are subject in all respects to the Declaration of Covenants and Restrictions and any amendments thereof as recorded in the Office of the Recorder of Hamilton County as follows:

- Document Cross-Reference Number: _____

The right to enforce these provisions by injunction, together with the right to cause the removal, by due process of law, of an structure or part thereof erected, or maintained in violation hereof, is hereby dedicated to the public, and reserved to the several owners of the several lots in this subdivision and to their heirs and assigns.

In testimony whereof, witness the signatures of owner(s) and declaration this 30 day of MAY, 2025.

OWNERS:

Kevin Day
SIGNATURE

KEVIN DAY
PRINTED NAME

PRESIDENT
TITLE

D+W Farms, Inc
COMPANY

STATE OF INDIANA)
COUNTY OF HAMILTON)SS:

Before me the undersigned Notary Public, in and for the County and State, personally appeared Kevin Day, for each separately and severally acknowledged the execution of the foregoing instrument as their voluntary act and deed, for the purposes therein expressed.

Witness my hand and Notarial Seal this 30th day of MAY, 2025.

Christine M. O'Hara
Notary Public

Christine M. O'Hara
Printed Name

My Commission Expires: 9-21-2029

I am a resident of HAMILTON County.



In testimony whereof, witness the signatures of owner(s) and declaration this 2 day of JUNE, 2025.

OWNERS:

Benjamin B. Hoffman
SIGNATURE

BENJAMIN B. HOFFMAN
PRINTED NAME

OWNER
TITLE

CARDINAL GROUP LLC
COMPANY

STATE OF INDIANA)
COUNTY OF HAMILTON)SS:

Before me the undersigned Notary Public, in and for the County and State, personally appeared Benjamin B. Hoffman, for each separately and severally acknowledged the execution of the foregoing instrument as their voluntary act and deed, for the purposes therein expressed.

Witness my hand and Notarial Seal this 2nd day of JUNE, 2025.

Christine M. O'Hara
Notary Public

Christine M. O'Hara
Printed Name

My Commission Expires: 9-21-2029

I am a resident of HAMILTON County.



**FRITZ**
ENGINEERING SERVICES

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PREPARED BY: NICKOLAS M. SCHMITT FRITZ ENGINEERING SERVICES, LLC	PROJECT NUMBER: 2410003 DATE: 05/20/2025
DRAFTED BY: JC	CHECKED BY: NMS
SURVEY STATUS FINAL	SHEET NUMBER 3 OF 4

PC to Slide 1027
PREPARED BY:
NICKOLAS M. SCHMITT
FRITZ ENGINEERING SERVICES, LLC

CURRENT OWNER:
DSW FARMS INC.
CARDINAL GROUP LLC

SOURCE OF TITLE:
INSTRUMENT NUMBER:
2008029578
2025-00193

SECONDARY PLAT FOR

**LOT 3 AND LOT 4 OF THE GRAND PARK VILLAGE
SECTION 6, BLOCK B**

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IN HAMILTON COUNTY, CITY OF WESTFIELD, INDIANA

COMMISSION CERTIFICATE

Under authority provided by Indiana Code 36-7, enacted by the general assembly of the State of Indiana, and all acts amendatory thereto, and an ordinance adopted by the City Council of the City of Westfield, Hamilton County, Indiana, this plat was given approval by the Westfield-Washington Township Advisory Plan Commission, as follows:

Approved by the Director of Community Development Department of the City of Westfield, Hamilton County, Indiana

Pursuant to the Westfield-Washington Township Unified Development Ordinance, on the 30th day of JUNE, 2025

Westfield-Washington Township Plan Commission

By: [Signature]
Kevin M. Todd, Director Community Development Department

BOARD OF PUBLIC WORKS AND SAFETY CERTIFICATE

This plat and the acceptance of any public right-of-way dedicated herein is hereby approved on the 16th day of JUNE, 2025, by the Director of the Public Works Department of the City of Westfield, Indiana. On behalf of the Board of Public Works and Safety, pursuant to Resolution 15-120 enacted by the Board of Public Works and Safety on August 26, 2015 and Article 7.4(b) of the Unified Development Ordinance.

By: Michael Pearce

Johnathon Neil, Director Public Works Department
Michael Pearce
City Engineer

LAND SURVEYOR'S CERTIFICATION:

I, the undersigned, do hereby certify that I am a registered land surveyor, licensed in compliance with the laws of the State of Indiana, and that the within plat represents a subdivision of land subdivided and platted under my direct supervision and control, performed in accordance with Title 865, Article 1, Chapter 12 of the Indiana Administrative Code, and that it is true and correct to the best of my knowledge and belief and there has been no change from the matters of survey revealed by the cross-referenced survey plat(s), as denoted below, on any lines that are common with the new subdivision or replat.

- The subdivision consists of two (2) lots numbered Lots 3 and 4 (all inclusive).
- The size of the lots, common areas, blocks, outlots, easements, and public ways (right-of-way) are shown in figures denoting feet and decimal parts thereof.
- All monuments shown on the plat actually exist or will be set within two years from the recording of this plat as set forth in Title 865 IAC-12-18 and their location, size, type and material are accurately shown.
- The boundary survey of this plat is in conformity with IAC 1-12.
- Cross-reference survey dated October 8th, 2024 as performed and prepared by Stoeppelwerth and recorded as Instrument Number 2025019528 in the Office of the Recorder of Hamilton County.
- The within plat complies with the provisions of City of Westfield subdivision control ordinances.

Witness my signature this date of: 05/20/2025

Nickolas M. Schmitt
NICKOLAS M. SCHMITT
Professional Land Surveyor
Registration No. LS21200004, State of Indiana



AFFIRMATION STATEMENT:

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

Signature: Nickolas M. Schmitt

Printed Name: NICKOLAS M. SCHMITT



PREPARED BY: NICKOLAS M. SCHMITT PROJECT NUMBER: 2410003
FRITZ ENGINEERING SERVICES, LLC DATE: 05/20/2025

DRAFTED BY: JC

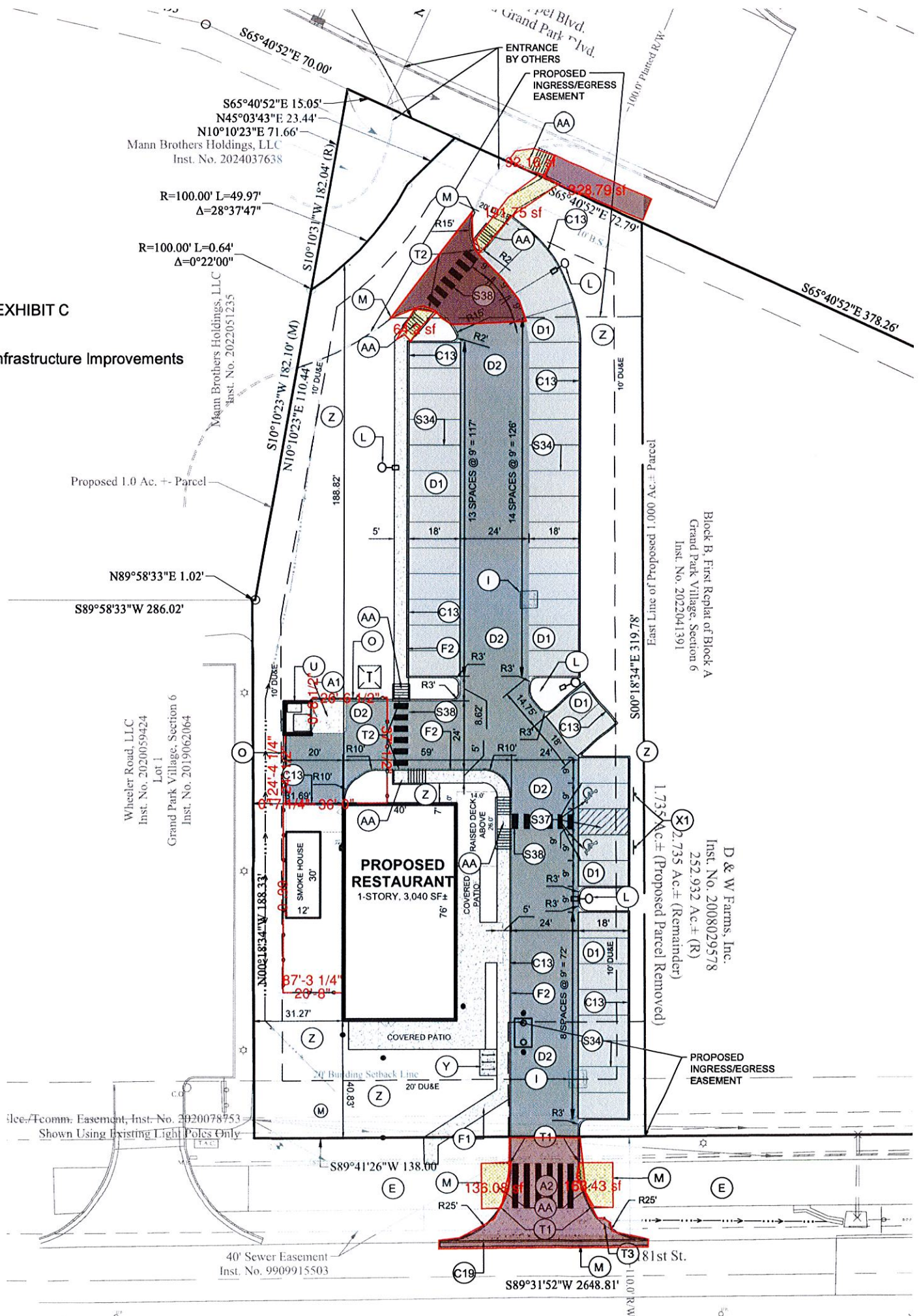
CHECKED BY: NMS

SURVEY STATUS
FINAL

SHEET NUMBER
4 OF 4

EXHIBIT C

Road Infrastructure Improvements



Jason P. Lueking

From: Ben Hoffman <ben@bensbbqshack.com>
Sent: Wednesday, September 17, 2025 9:43 PM
To: Alan M. Applegate; Kaylee Conley; Jason P. Lueking
Subject: Fw: Ben's BBQ - Road Impact Estimate Drawing2
Attachments: Drawing Breakout.pdf

 External email >

Team

Please see the below assessment of costs for the north and south roadways and cut throughs, and the attached. Providing a way from north to south, or vice versa, thoroughfare at our expense. Plus, additional commentary from the contractor.

Thank you

Ben

Ben Hoffman
Ben's BBQ Shack
937-823-0747
bensBBQshack.com

From: Jim Gundlach <jgundlach@mpconstr.com>
Sent: Wednesday, September 17, 2025 4:37 PM
To: Ben Hoffman <ben@bensbbqshack.com>
Cc: Robert Kemper <rkemper@mpconstr.com>; James Eckerty <james.eckerty@mpconstr.com>
Subject: RE: Ben's BBQ - Road Impact Estimate Drawing2

Ben,

Breakouts per attached drawing for your use

- South side curbs (concr)	\$5,589
- South side ROW (concr)	18,069
- South side path exten (concr)	2,540
- North handicap ramps (2 ea)	5,932
- North Walk to asphalt path	1,380
- North asphalt path extension	1,750
- North asphalt path ramp concr	2,755
- North asphalt drive (per drawing)	4,368

Total	\$42,383
-------	----------

Jim

James A. Gundlach
President
MacDougall Pierce Construction
317.596.6371 ph

317.213.8820 mo
jgundlach@mpconstr.com



From: Robert Kemper <rkemper@mpconstr.com>
Sent: Wednesday, September 17, 2025 1:10 PM
To: Jim Gundlach <jgundlach@mpconstr.com>; James Eckerty <james.eckerty@mpconstr.com>
Cc: Ben Hoffman <ben@bensbbqshack.com>
Subject: Ben's BBQ - Road Impact Estimate Drawing

Jim/James

Ben has confirmed that the areas in the attached drawing is what he is wanting to have priced. he would love to have this back today if at all possible. If not tomorrow by noon at the latest.

Thank you everyone!
Thanks,

Robert Kemper

Vice President of Operations
MacDougall Pierce Construction
317.596.6371 ph
317.499.1261 mo
rkemper@mpconstr.com





August 26, 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:

- Park & Poplar Residential, LLC, Park & Poplar Development, Phase 1, Bond # GSA04100028, \$457,602.20, ROW Improvements
- Park & Poplar Residential, LLC, Park & Poplar Development, Phase 1, Bond # GSA04100029, \$73,440.57, Erosion Control
- Park & Poplar Residential, LLC, Park & Poplar Development, Phase 1, Bond # GSA04100030, \$241,914.57, Trail

Performance Bond Release

- S-B Construction Group, LLC, Bonterra Retail Center, Bond #30211475, \$39,071.00, Erosion Control
- S-B Construction Group, LLC, Bonterra Retail Center, Bond #30211476, \$71,453.00, Storm Sewers
- S-B Construction Group, LLC, Bonterra Retail Center, Bond #30211477, \$17,315.00, Streets & Curbs within ROW
- S-B Construction Group, LLC, Bonterra Retail Center, Bond #30211478, \$25,520.00, Sidewalk within ROW
- Elevation Excavation, Inc., Riverview Health Medical Office Building, Bond #LICX1984023, \$14,938.00, Erosion Control
- Pulte Homes of Indiana, Kimblewick by Del Webb, Section 6A/B, Bond #SU1180134, \$157,185.05, Erosion Control
- Pulte Homes of Indiana, Kimblewick by Del Webb, Section 7, Bond #CMS353264, \$124,471.16, Erosion Control
- Pulte Homes of Indiana, Kimblewick by Del Webb, Section 8, Bond #59BSBJF1488, \$62,882.22, Erosion Control

- BW Construction, LLC, Harvest Trail Commercial Area, Bond #7901114944, \$1,620,303.30, Streets/Curbs, Storm Sewer, Sidewalk, Trail, Erosion Control, and ROW Improvements

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:

- S-B Construction Group, LLC, Bonterra Retail Center, Bond #30232437, \$3,551.93, Erosion Control
- S-B Construction Group, LLC, Bonterra Retail Center, Bond #30232439, \$3,894.10, Streets, Curbs, Sidewalk within ROW
- S-B Construction Group, LLC, Bonterra Retail Center, Bond #30232438, \$6,495.70, Storm Sewers

Maintenance Bond Release

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

- M/I Homes of Indiana, LP, Scofield Farms, Section 4, Bond #SUR0076997, \$11,296.00, Stone, Base, Binder, Surface
- M/I Homes of Indiana, LP, Scofield Farms, Section 4, Bond #SUR0076999, \$2,064.15, Curbs
- M/I Homes of Indiana, LP, Scofield Farms, Section 4, Bond #SUR0076998, \$10,652.90, Storm Sewers
- M/I Homes of Indiana, LP, Scofield Farms, Section 5, Bond #SUR0077004, \$13,436.30, ROW Improvements
- M/I Homes of Indiana, LP, Scofield Farms, Section 5, Bond #SUR0077002, \$32,773.36, Streets
- M/I Homes of Indiana, LP, Scofield Farms, Section 5, Bond #SUR0077000, \$4,376.36, Curbs
- M/I Homes of Indiana, LP, Scofield Farms, Section 5, Bond #SUR0077012, 510.12, Lime Stabilization
- M/I Homes of Indiana, LP, Scofield Farms, Section 5, Bond #SUR0077003, \$52,717.36 Storm Sewer
- M/I Homes of Indiana, LP, Scofield Farms, Section 5, Bond #SUR0077005, \$4,499.46, Common Sidewalk
- M/I Homes of Indiana, LP, Scofield Farms, Section 6, Bond #SUR0077006, \$16,671.18, Streets
- M/I Homes of Indiana, LP, Scofield Farms, Section 6, Bond #SUR0077008, \$3,174.27 Curbs
- M/I Homes of Indiana, LP, Scofield Farms, Section 6, Bond #SUR0077013, \$2,210.36, Lime Stabilization

- M/I Homes of Indiana, LP, Scofield Farms, Section 6, Bond #SUR0077009, 16,315.73, Storm Sewer
- M/I Homes of Indiana, LP, Scofield Farms, Section 6, Bond #SUR0077010, \$2,161.55 Common Sidewalk
- M/I Homes of Indiana, LP, Scofield Farms, Section 6, Bond #SUR0077007, \$3,434.82, Trail
- OTH Mapleridge, LLC, Mapleridge, Section 1, Bond #S-324522, \$54,098.16, Erosion Control, Storm Sewers, SSD, Streets & Street Signs
- OTH Mapleridge, LLC, Mapleridge, Section 2, Bond #S-324523, \$6,893.25, Erosion Control, Storm Sewers & SSD
- Platinum Properties Management Company, LLC, Lancaster, Section 4, Bond #5361315, \$6,618.80, Erosion Control



Westfield Fire Department

Monthly Operational Dashboard

July 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

579

Fire 187 • EMS 374

FALSE ALARMS

53

9.2% Of Total Incidents

BUSIEST RESOURCES

Station 81 Engine 381

Station 190 Apparatus 166

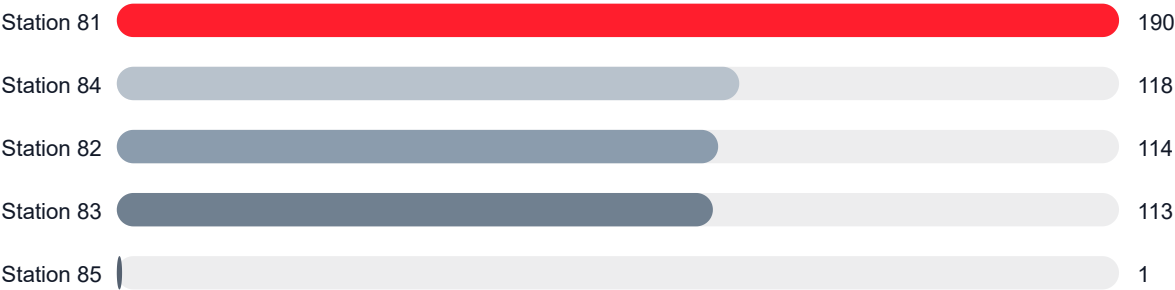
FASTEST TURNOUT

Medic 382 C Shift

65 Seconds Goal Under 80 Seconds

Station Call Volume

Horizontal Ranking By Incident Count

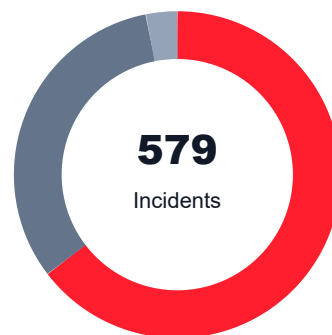


Station 81 handled the highest station volume with 190 incidents. That is 72 more than the next highest station.

Fire Vs EMS

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

EMS	- 374
64.6%	
Fire	- 187
32.3%	
Other	- 18
3.1%	



EMS activity accounted for 64.6% of incident demand this month, while fire incidents represented 32.3% and the remaining 3.1% fell into an other category.

TOTAL APPARATUS
RESPONSES

1253

AVERAGE INCIDENTS PER
DAY

18.7

579 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.

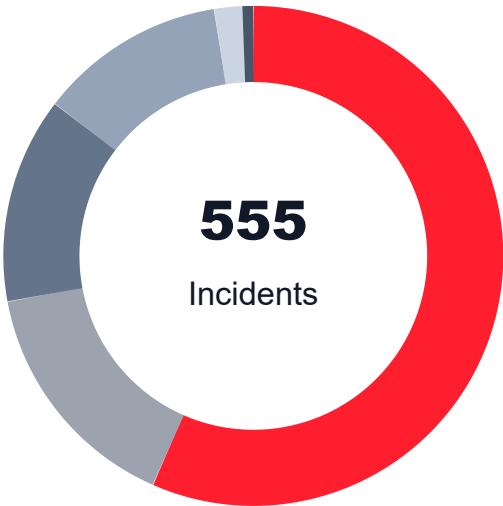
Incident Profile

Grouped categories and the top detailed incident subtypes.

Incident Groups

Executive Remap Of Source Categories

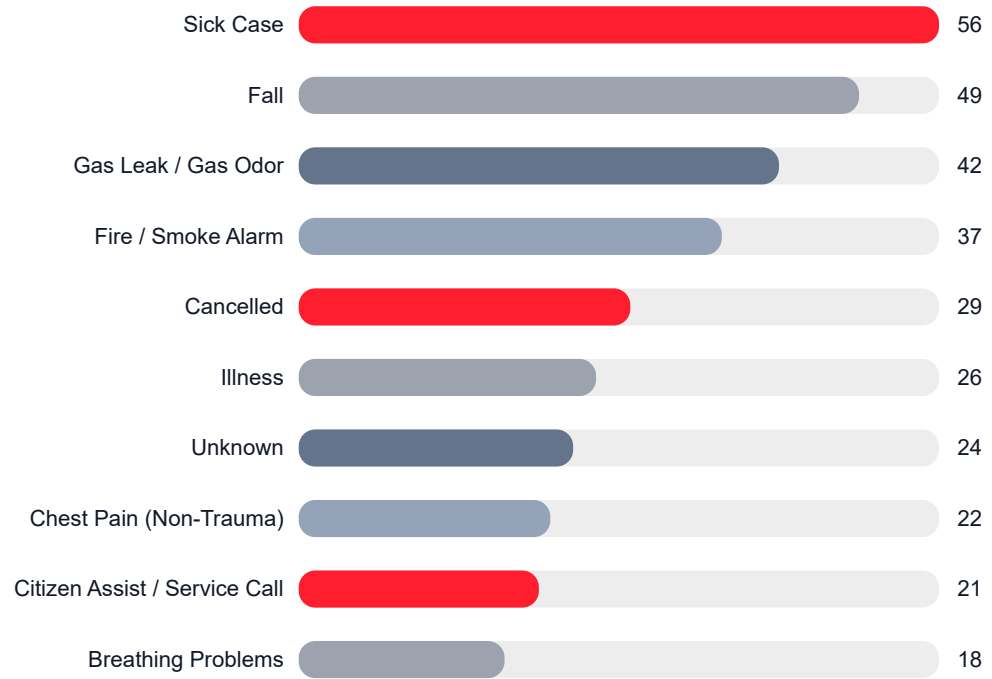
Medical	- 314	56.6%
Public Service	- 86	15.5%
Hazards	- 74	13.3%
No Emergency	- 67	12.1%
Fire	- 10	1.8%
Rescue	- 4	0.7%



Medical was the largest grouped category with 314 incidents, representing 54.2% of total dispatch volume.

Top Incident Subtypes

Highest-Volume Detailed Subtypes From The Current Master CSV



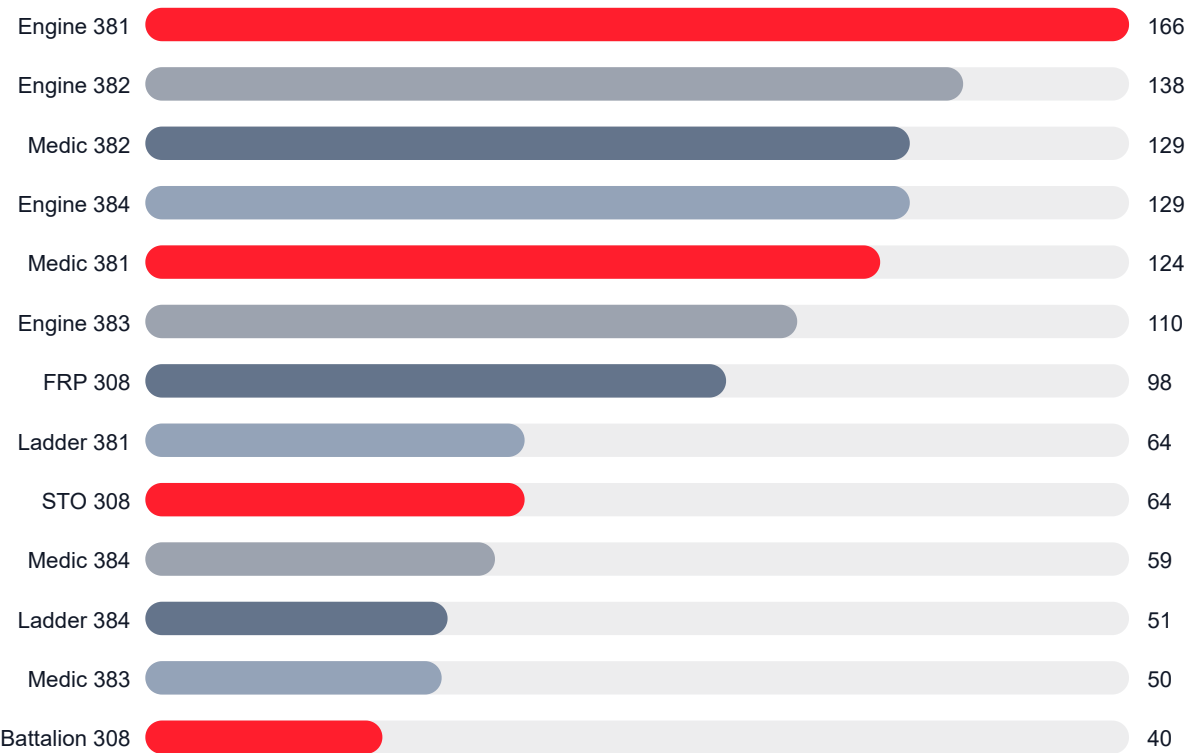
Sick Case was the single highest-volume detailed subtype at 56 incidents.

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 166 incidents, leading the next highest unit by 28 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

82O	- 38
14.2%	
81P	- 36
13.5%	
81B	- 34
12.7%	
81V	- 30
11.2%	
81C	- 30
11.2%	
82G	- 25
9.4%	
81U	- 23
8.6%	
83J	- 17
6.4%	
85G	- 17
6.4%	
84T	- 17
6.4%	



Show Full Fire Zone Table

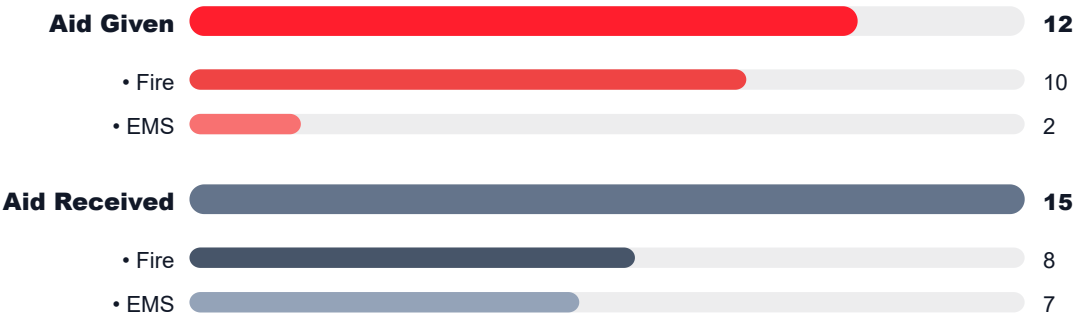
82O was the highest-volume fire zone in the current monthly export with 38 incidents.

Mutual Aid

Given Vs Received Support Across Reported Aid Categories.

Mutual Aid By Direction

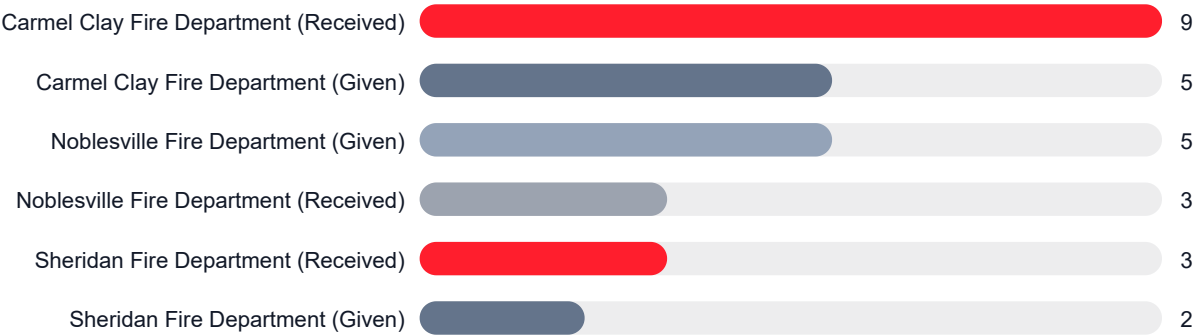
Aggregated From The Monthly Export



Mutual aid was provided 12 times and received 15 times. Aid Given included 10 fire and 2 EMS incidents. Aid Received included 8 fire and 7 EMS incidents.

Mutual Aid Detail By Department

Horizontal Ranking By Department Or Agency Name And Direction



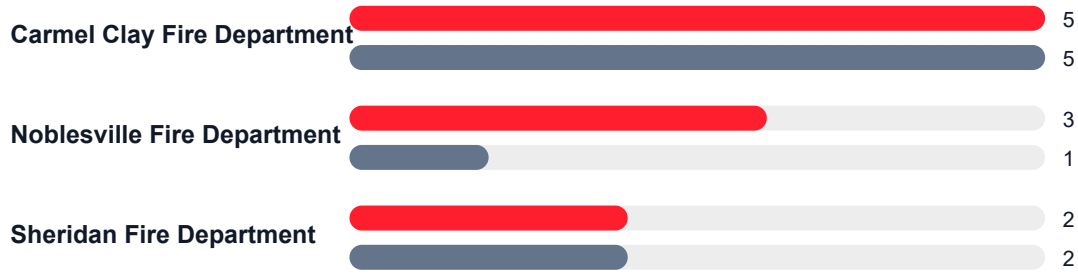
Carmel Clay Fire Department (Received) was the highest-volume mutual aid department or agency entry at 9 incidents.

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

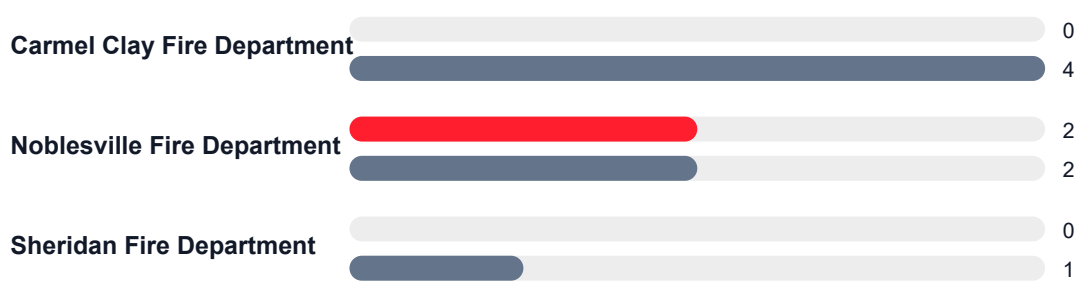
Mutual Aid Fire

Given Received



Mutual Aid EMS

Given Received



Fire mutual aid totaled 18 incidents, led by Carmel Clay Fire Department at 10. EMS mutual aid totaled 9 incidents, led by Carmel Clay Fire Department at 4.

Mutual Aid Tables

All Mutual Aid Tables Retained Below For Reference

Show Mutual Aid Tables

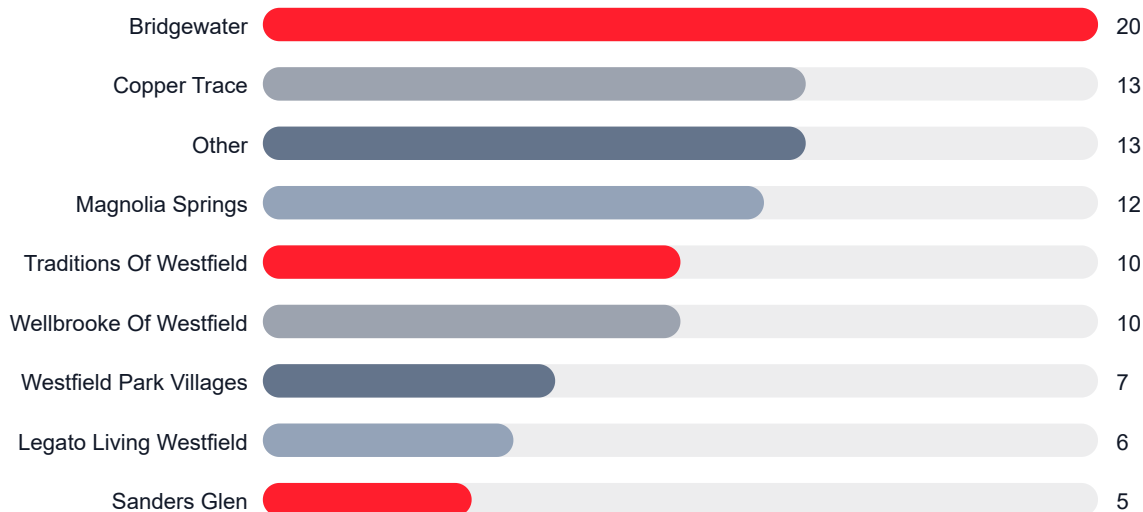
Care Facility Activity

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

Page 6

Care Facility Incident Volume

Included Facilities With One Or More Incidents In The Current Master CSV



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

Care Facilities Vs Department Total

Selected Care Facility Incidents Compared To Total Department Incidents

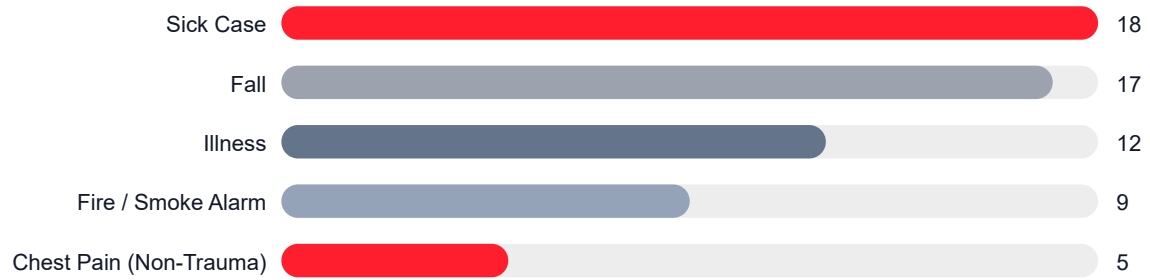
Care Facilities 96 (16.6%) All Other Department Incidents 483 (83.4%)



Selected care facilities accounted for 96 incidents, equal to 16.6% 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 18 incidents.

Care Facility Reference List

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

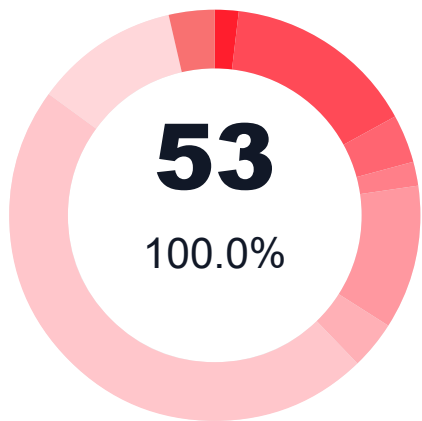
Show Care Facility Reference List

False Alarms

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

False Alarm Occupancy Share

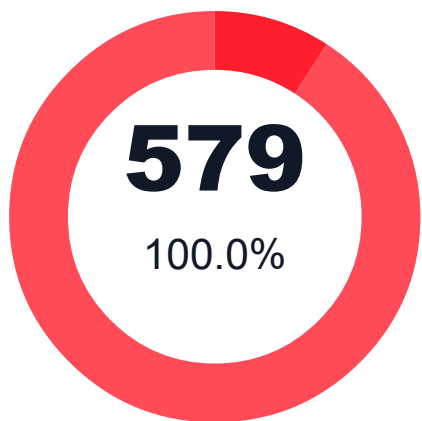
Approved Location Use Type Groups With Count And Percent Of Total False Alarms



Agriculture Structure	1	1.9%
Commercial	8	15.1%
Education	2	3.8%
Government	1	1.9%
Health Care	6	11.3%
Outdoor	2	3.8%
Residential	25	47.2%
Roadway/Access	6	11.3%
Unclassified	2	3.8%

False Alarms Vs Total Incidents

False Alarms Compared To Total Department Incident Volume



False Alarms	53	9.2%
All Other Incidents	526	90.8%

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.

Agriculture Structure

Top False Alarm Incident Types Within Agriculture Structure

No Emergency - Cancelled  1

Commercial

Top False Alarm Incident Types Within Commercial

No Emergency - Cancelled  5

No Emergency - False Alarm - Malfunctioning Alarm  2

No Emergency - False Alarm - Other False Call  1

Education

Top False Alarm Incident Types Within Education

No Emergency - Cancelled  1

No Emergency - False Alarm - Accidental Alarm  1

Government

Top False Alarm Incident Types Within Government

No Emergency - False Alarm - Accidental Alarm  1

Health Care

Top False Alarm Incident Types Within Health Care

No Emergency - Cancelled  4

No Emergency - False Alarm - Accidental Alarm  2

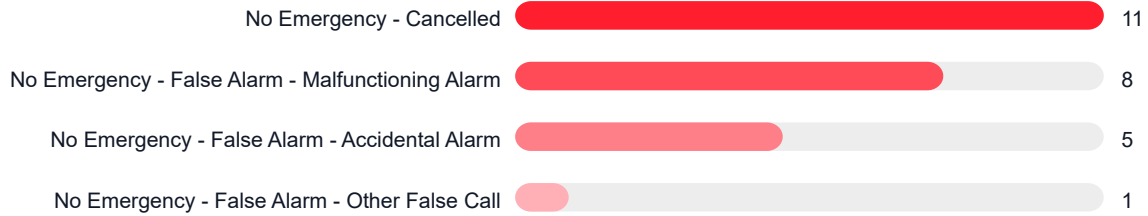
Outdoor

Top False Alarm Incident Types Within Outdoor

No Emergency - Cancelled  2

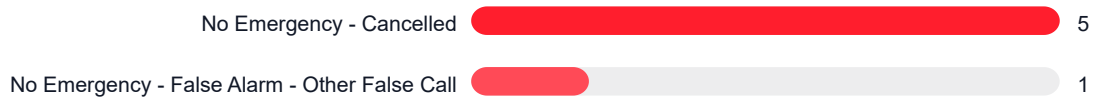
Residential

Top False Alarm Incident Types Within Residential



Roadway/Access

Top False Alarm Incident Types Within Roadway/Access



Unclassified

Top False Alarm Incident Types Within Unclassified



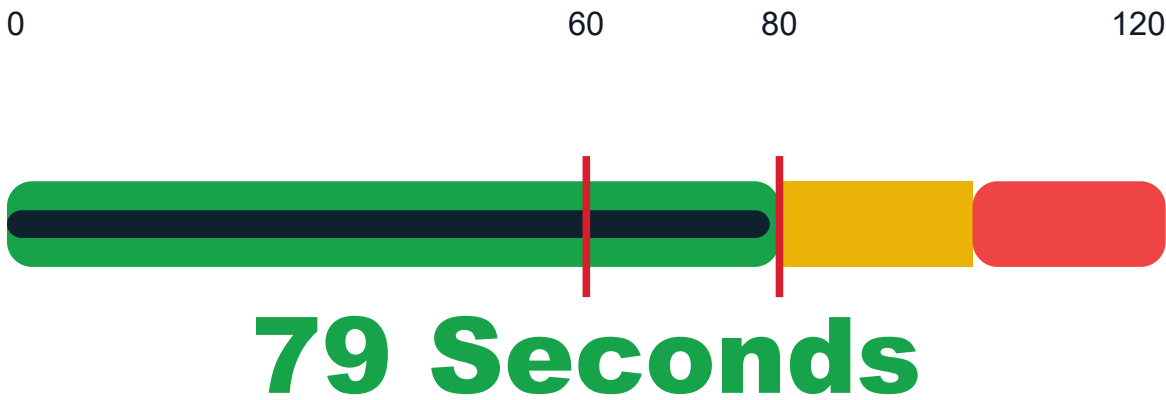
Residential recorded the highest false alarm volume with 25 incidents, while false alarms represented 9.2% of total department incidents. Each bar chart shows the leading false alarm incident types within that occupancy group.

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 79 Seconds is meeting the 80-second goal by 1 seconds.

Fastest Average Turnout

Included Apparatus Across A, B, And C Shifts

FASTEST AVERAGE TURNOUT

Medic 382 C Shift

65 Seconds

Target Zone: 60-80 Seconds

43 Runs Included

A Shift

Average Turnout Across Included Apparatus

0

60

80

120



82 Seconds

322 Runs Included

2s Over Goal

Show A Shift Apparatus Detail

B Shift

Average Turnout Across Included Apparatus

0

60

80

120



79 Seconds

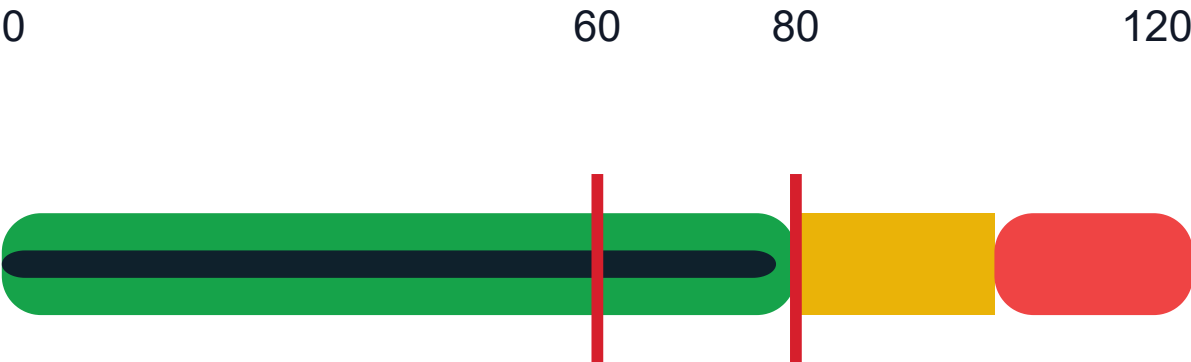
353 Runs Included

1s Under Goal

Show B Shift Apparatus Detail

C Shift

Average Turnout Across Included Apparatus



78 Seconds

369 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

July 2026

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WESTFIELD POLICE DEPARTMENT

July 2026

Events by Nature

Incident Type	Count
911 Hang Up	23
Abandoned Vehicle	9
Abandonment	0
Abuse / Neglect	1
Accident - Hit & Run PD	13
Accident - Hit & Run PI	7
Accident - Other	2
Accident - Property Damage	136
Accident - Personal Injury	7
Accident - Sinking Vehicle	0
Accident - Unknown	7
Accelerator Stuck	0
Active Assailant	0
Alarm - Other	2
Alarm - Vehicle	0
Alarm - Burglar	101
Alarm - Hold Up	8
Animal Bite / Attack	3
Animal Complaint	64
Assist Fire	51
Assist Other Department	29
Assist Public	66
Battery	1
Bike Patrol	11
Bomb Device Found	0
Bomb Threat	0
Burglary	2
Carjacking	0
Case Follow Up	158
Child Seat Inspection	10
Civil Dispute	35
Criminal Mischief	22
Damage to Property	0
Death Investigation	2
Directed Patrol	509
Disturbance	42
Domestic	0
Driving Complaint	436
Drug Complaint	3
Drug Lab	0
Escort	0
Fail to Return Comm Corrections	0
Fight	0
Firearms Shots Fired	0
Foot Patrols	338
Found / Lost Property	22
Found Person	1

WESTFIELD POLICE DEPARTMENT

July 2026

Events by Nature

Incident Type	Count
Fraud Prescription	0
Fraud / Deception	46
Harassment	16
Intoxicated Person	4
Investigation	13
Investigative Stop	2
Juvenile Complaint	4
K9 Detail	38
Kidnapping	0
Lock Out	43
Loud Party	6
Mental Emotional - Violent	13
Mental Emotial/Suicide Attempt	1
Mental Person	8
Miscellaneous	14
Missing Person	5
Missing Person - PLS	0
New Call	0
Nuisance	27
Ordinance Misc.	25
Parking Complaint	77
Physical Disturbance	13
Product Contamination	0
Reckless Activity	2
Road Rage	13
Robbery	0
Runaway	5
School Patrol	10
Security Check	300
Sex Offense	4
Shooting	0
Solicitor	18
Special Detail	2
Stabbing	0
Suicide	0
Suspicious Activity	120
Suspicious Package	0
Suspicious Person	0
Test	0
Theft	30
Theft - From a Vehicle	4
Theft - of a Vehicle	1
Theft Shoplifter	1
Threat to Life	11
Threatening Suicide	8
Tow Release	0

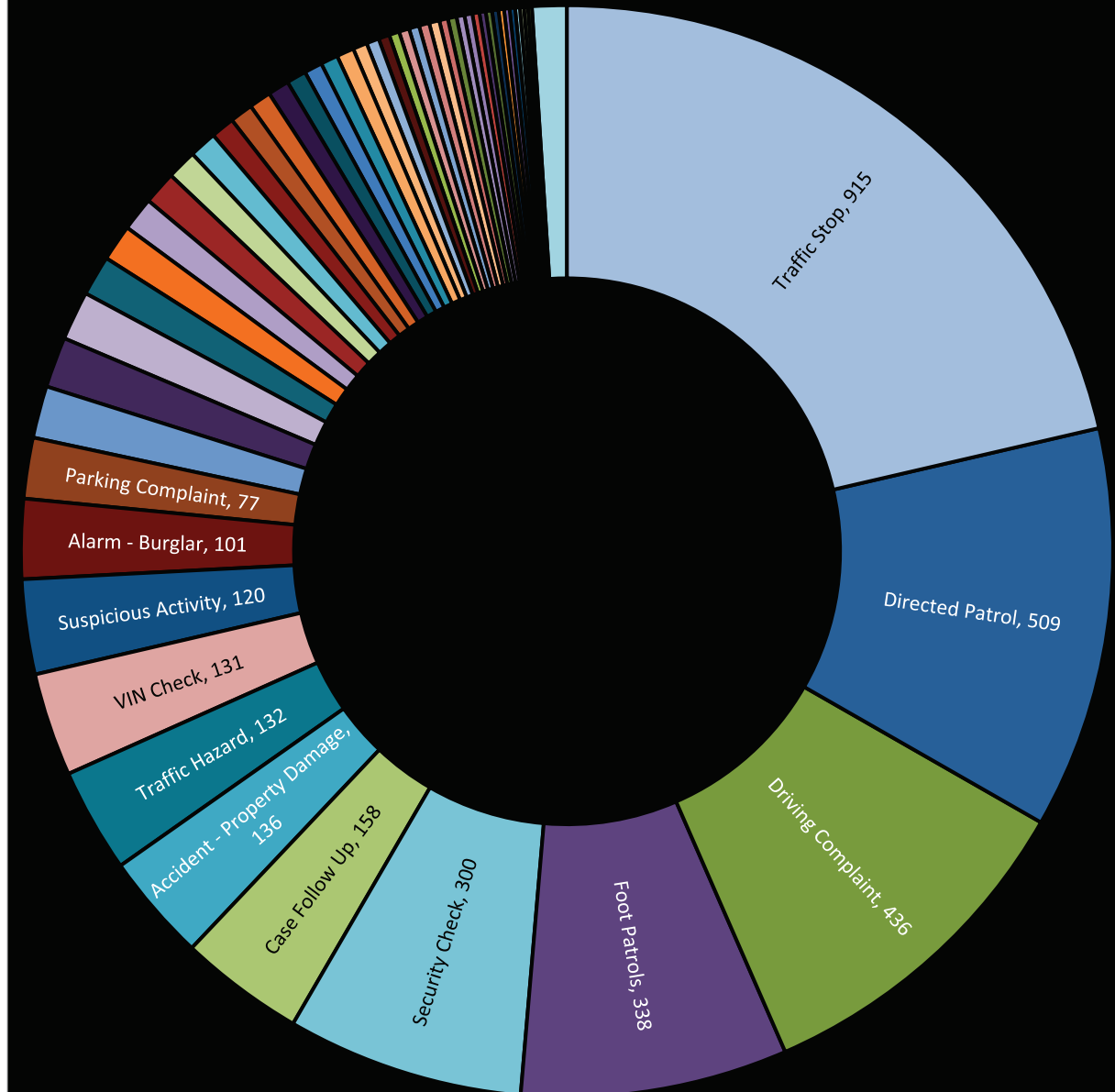
WESTFIELD POLICE DEPARTMENT

July 2026

Events by Nature

Incident Type	Count
Traffic Hazard	132
Transport	0
Trespassing	28
Traffic Stop	915
Unknown Call for Police	1
VIN Check	131
Wanted	0
Warrant Service	5
Weapons Complaint	1
Welfare Check	62
Total Activity	4280

Monthly Events by Incident Type July 2026

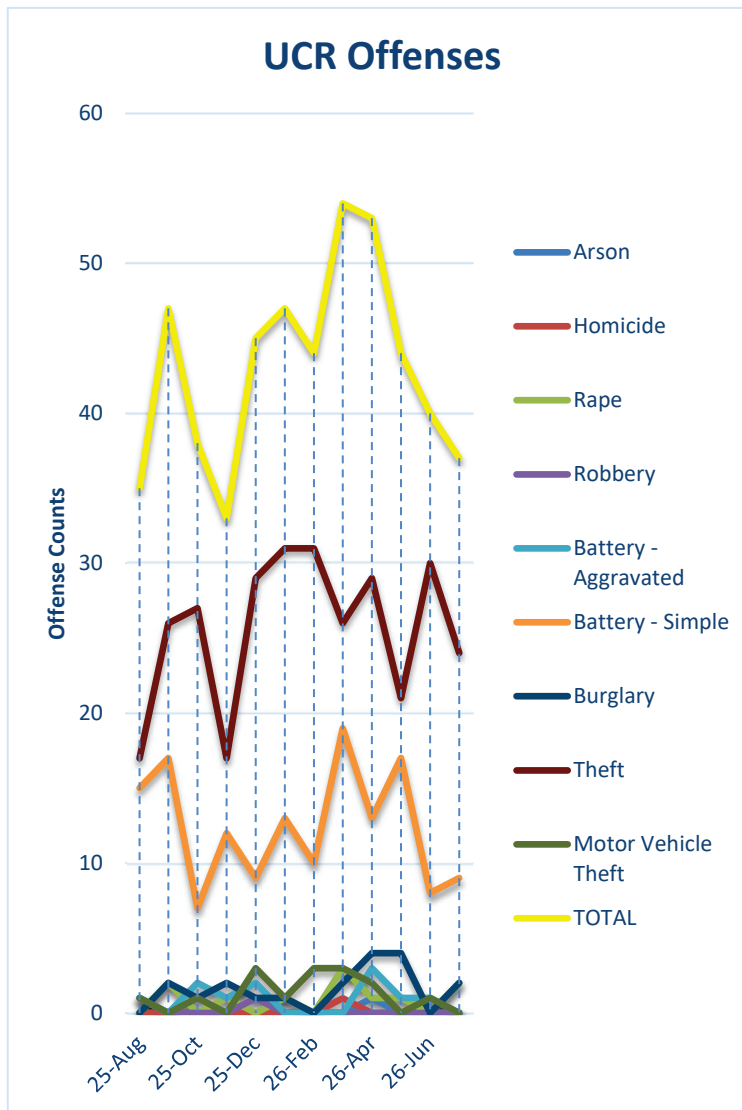


WESTFIELD POLICE DEPARTMENT

July 2026

UCR OFFENSES

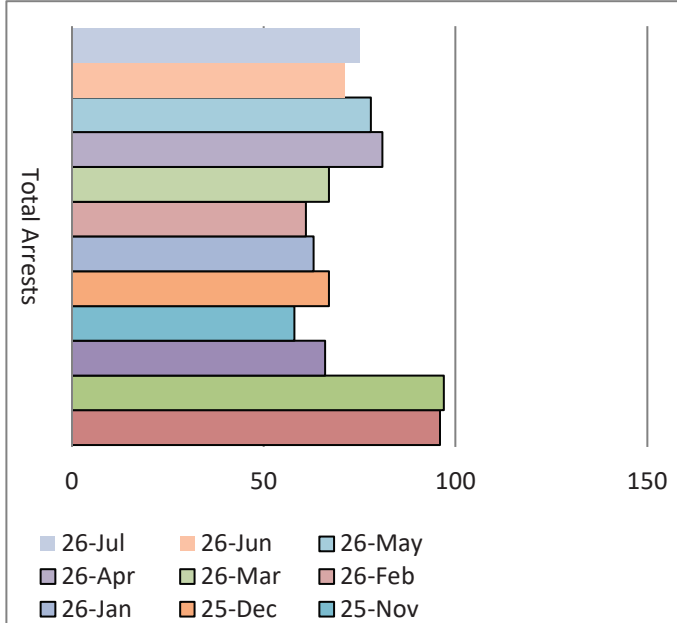
OFFENSE	25-Aug	25-Se	25-Oct	25-No	25-Dec	26-Jan	26-Feb	26-Mar	26-Apr	26-May	26-Jun	26-Jul
Arson	0	0	0	0	0	0	0	0	1	0	0	0
Homicide	0	0	0	0	0	0	0	1	0	0	0	0
Rape	0	2	0	1	0	1	0	3	1	1	0	2
Robbery	1	0	0	0	1	0	0	0	0	0	0	0
Battery - Aggravated	1	0	2	1	2	0	0	0	3	1	1	0
Battery - Simple	15	17	7	12	9	13	10	19	13	17	8	9
Burglary	0	2	1	2	1	1	0	2	4	4	0	2
Theft	17	26	27	17	29	31	31	26	29	21	30	24
Motor Vehicle Theft	1	0	1	0	3	1	3	3	2	0	1	0
TOTAL	35	47	38	33	45	47	44	54	53	44	40	37



WESTFIELD POLICE DEPARTMENT

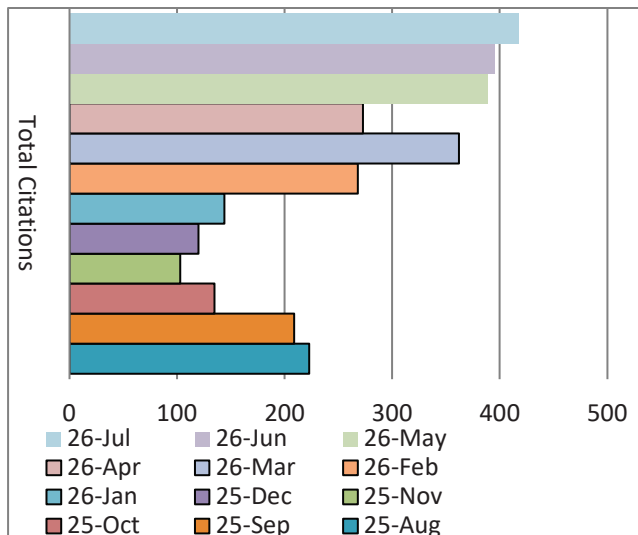
July 2026

Arrest Reports Taken	25-Aug	25-Sep	25-Oct	25-Nov	25-Dec	26-Jan	26-Feb	26-Mar	26-Apr	26-May	26-Jun	26-Jul
Alcohol/ Drug Related	28	27	13	11	13	18	9	9	17	18	19	15
Felony Charges	53	43	31	21	13	9	17	47	48	26	29	15
Misdemeanor Charges	111	116	76	62	65	73	66	62	88	81	76	86
Total Arrests	96	97	66	58	67	63	61	67	81	78	71	75



Traffic	25-Aug	25-Sep	25-Oct	25-Nov	25-Dec	26-Jan	26-Feb	26-Mar	26-Apr	26-May	26-Jun	26-Jul
Total Citations	223	209	135	103	120	144	268	362	273	389	396	418
Total Written Warning	532	466	350	353	208	386	509	473	476	656	723	649
Total Traffic Accidents	87	84	77	83	116	84	67	71	64	73	56	89
Property Damage	73	69	65	75	104	76	57	61	52	55	47	77
Personal Injury	14	14	11	8	12	8	10	9	12	18	8	12
Fatality	0	1	1	0	0	0	0	1	0	0	1	0
Hit and Run*	6	11	7	7	14	11	11	10	9	5	8	12

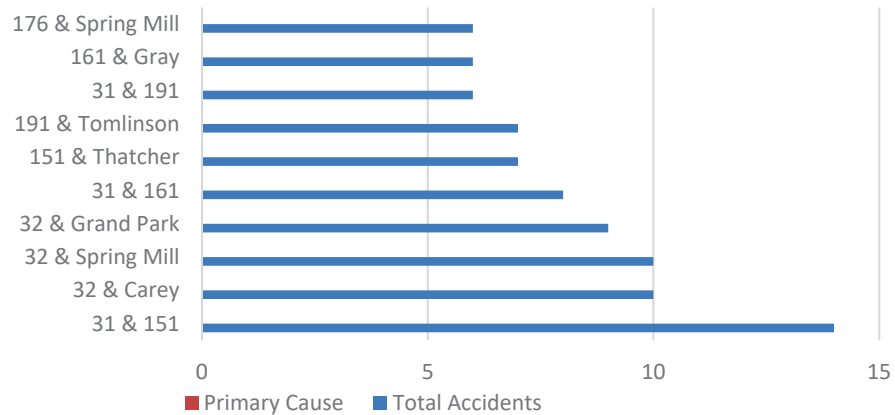
*numbers included in property damage, personal injury, and fatality accidents



Top Accident Locations

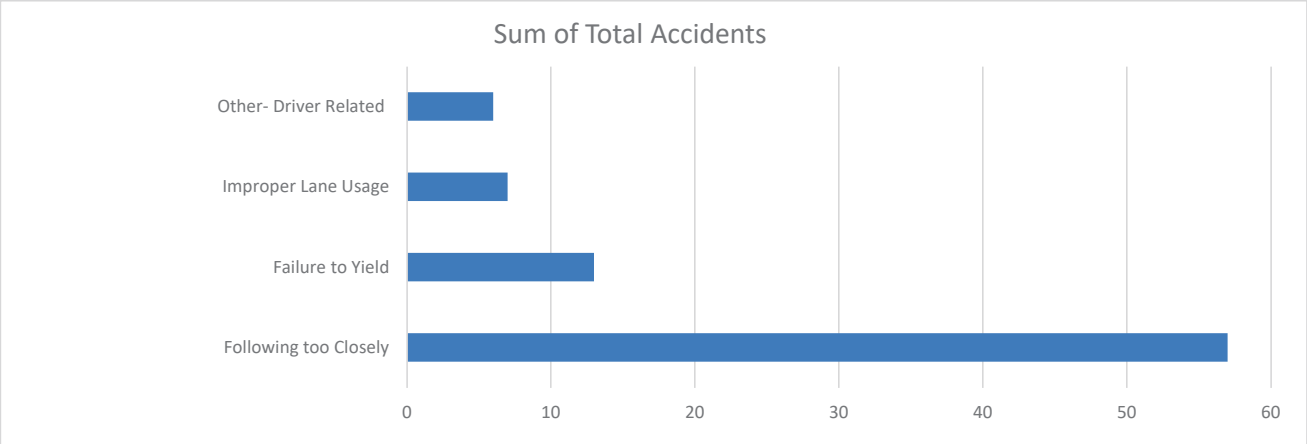
Accident Location	Total Accidents	Primary Cause
31 & 151	14	Following too Closely
32 & Carey	10	Following too Closely
32 & Spring Mill	10	Following too Closely
32 & Grand Park	9	Following too Closely
31 & 161	8	Following too Closely
151 & Thatcher	7	Failure to Yield
191 & Tomlinson	7	Improper Lane Usage
31 & 191	6	Other- Driver Related
161 & Gray	6	Failure to Yield
176 & Spring Mill	6	Following too Closely

Top Accident Locations



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

Primary Cause	Sum of Total Accidents
Following too Closely	57
Failure to Yield	13
Improper Lane Usage	7
Other- Driver Related	6



Community Events

7/3/26 Freedom Parade
7/4/26 Westfield Rocks the Fourth
7/11/26 Hiring Process Open House
7/14/26 Kinder Care Visit
7/14/26 Coffee with a Cop
7/15/26 Kiddie Academy Visit

