Joe Plankis, President
Jon Dartt, Vice President
Brian Tomamichel, Secretary
Larry Kemper
Brian Pawlowski

CITY OF WESTFIELD, IN

Redevelopment Commission Meeting Agenda

BOARD OR COMMISSION: Redevelopment Commission Meeting
MEETING DATE: Tuesday, January 21, 2025 at 6:00 PM
MEETING PLACE: Westfield City Hall- Assembly Room

THE FOLLOWING AGENDA IS SUBJECT TO CHANGE AT THE DISCRETION OF REDEVELOPMENT COMMISSION

CALL TO ORDER

a. Declaration of quorum and opening of meeting

b. Pledge of Allegiance

c. Election of Officers

APPROVAL OF MINUTES

Document: Minutes from December 16, 2024

APPROVAL OF EXECUTIVE SESSION MEMORANDUM

Document: Executive Session Memorandum from December 16, 2024

FINANCIAL MATTERS

a. Clerk Treasurer's Reports
Documents: Clerk Treasurer's Monthly (December) Report, Clerk Treasurer's (December) Interest Income Report, Clerk Treasurer's Legal & Municipal Advisors Report

b. Approval of Claims
Document: Claims for January 21, 2025

EXECUTIVE DIRECTOR REPORT

OLD BUSINESS

NEW BUSINESS

a. Action Item #1 - 2025 Barnes & Thornburg Engagement Letter
Document: Barnes & Thornburg Engagement Letter

b. Action Item #2 - Resolution 01-2025 re: Remote/Electronic Participation Policy
Document: Resolution 01-2025

c. Action Item #3 - Resolution 02-2025 re: Roberts Property - CDC Grant and Land Acquistion
Document: Resolution 02-2025

d. Action Item #4 - Resolution 03-2025 re: Camilla Court - Accepting grant from the City
Document: Resolution 03-2025

e. Action Item #5 - Resolution 04-2025 re: Camilla Court - Grant to DWCDC
Document: Resolution 04-2025

OTHER BUSINESS

a. Next Regular Meeting: Tuesday, February 18th, 2025, 6:00 PM

ADJOURNMENT

CALL TO ORDER

Attendance:
President: Joe Plankis - Present
Vice President: Jon Dartt - Absent
Secretary: Brian Tomamichel - Absent
Commissioner: Larry Kemper - Present
Commissioner: Brian Pawlowski - Present
Executive Director: Jenell Fairman - Present
Office Administrator: David Brock - Present
Grand Park Direcrot: Matt Trnian - Present
Legal Counsel: Ryan Wilmering - Present
Municipal Advisor: Oscar Gutierrez - Present
Municipal Advisor: Alex Stanley - Virtual

a. Declaration of quorum and opening of meeting

President Plankis noted the presence of a quorum and called the meeting to order at 6:00 PM

b. Pledge of Allegiance

The Pledge of Allegiance was recited.

APPROVAL OF MINUTES

Document: Minutes from November 18, 2024
October 21, 2024, minutes were presented.

Motion to Approve: Jon Dartt
Seconded: Larry Kemper

Yes: Joe Plankis, Brian Pawlowski, Brian Tomamichel, Larry Kemper, Jon Dartt
No: None
Abstain: None

APPROVAL OF EXECUTIVE SESSION MEMORANDUM

Document: Executive Session Memorandum from November 18, 2024
November 18, 2024, Executive Session Memorandum was presented.

Motion to Approve: Jon Dartt
Seconded: Larry Kemper

Yes: Joe Plankis, Brian Pawlowski, Brian Tomamichel, Larry Kemper, Jon Dartt
No: None
Abstain: None

FINANCIAL MATTERS

a. Clerk Treasurer's Reports

Documents: Clerk Treasurer's Monthly (November) Report, Clerk Treasurer's (November) Interest Income
The Clerk Treasurer was unable to attend the meeting. The commissioners reviewed the Monthly and Interest Income reports for November.

b. Approval of Claims

Document: Claims for December 16, 2024
Motion to Approve: Brian Tomamichel

Seconded: Jon Dartt

Yes: Joe Plankis, Brian Pawlowski, Brian Tomamichel, Larry Kemper, Jon Dartt
No: None
Abstain: None

c. Ratification of Grand Park Agreements

Documents: Grand Park Agreements
Matt Trnian, Director of Grand Park Sports Campus presented the agreements for ratification.

Motion to Approve: Brian Pawlowski
Seconded: Jon Dartt

Yes: Joe Plankis, Brian Pawlowski, Brian Tomamichel, Larry Kemper, Jon Dartt
No: None
Abstain: None

EXECUTIVE DIRECTOR REPORT

Executive Director Jenell Fairman presented a recap of 2024 accomplishments including project updates, consultants engaged, EDA fixes, grants, abatements, business attraction, and financial.

OLD BUSINESS

NEW BUSINESS

a. Action Item #1 - 2025 RDC Schedule of Meetings

Document: 2025 RDC Schedule of Meetings
Executive Director Jenell Fairman presented the RDC Schedule of Meetings

Motion to Approve: Jon Dartt
Seconded: Brian Tomamichel

Yes: Joe Plankis, Brian Pawlowski, Brian Tomamichel, Larry Kemper, Jon Dartt
No: None
Abstain: None

b. Action Item #2 - GANGGANG Agreement of Services

Document: GANGGANG Agreement for Services
Executive Director Jenell Fairman presented the GANGGANG agreement of services to advise on art installations for downtown Westfield.

Motion to Approve: Jon Dartt
Seconded: Joe Plankis

Yes: Joe Plankis, Brian Pawlowski, Brian Tomamichel, Larry Kemper, Jon Dartt
No: None
Abstain: None

c. Action Item #3 - 2025 Wallack Somers & Haas Engagement Letter

Document: Wallack Somers & Haas Engagement Letter
Executive Director Jenell Fairman presented the Wallack Somers & Haas engagement letter for continuation of services as outside counsel for the RDC.

Motion to Approve: Brian Pawlowski
Seconded: Larry Kemper

Yes: Joe Plankis, Brian Pawlowski, Brian Tomamichel, Larry Kemper
No: Jon Dartt
Abstain: None

d. Action Item #4 - 2025 Bondry Consulting Engagement Letter

Document: Bondry Consulting Engagement Letter
Executive Director Jenell Fairman presented the Bondry Consulting engagement letter for a continuation of municipal advisory

services for the RDC.

Motion to Approve: Brian Pawlowski
Seconded: Joe Plankis

Yes: Joe Plankis, Brian Pawlowski, Brian Tomamichel, Larry Kemper
No: Jon Dartt
Abstain: None

e. Action Item #5 - Speck Dempsey Contract Addendum

Document: Speck Dempsey Contract Addendum
Executive Director Jenell Fairman presented the addendum to the existing Speck Dempsey contract for the Grand Park Master Plan to create a regulating plan for the land that is north of 186th Street which was not included under the original contract.

Motion to Approve: Larry Kemper
Seconded: Brian Tomamichel

Yes: Joe Plankis, Brian Pawlowski, Brian Tomamichel, Larry Kemper, Jon Dartt
No: None
Abstain: None

OTHER BUSINESS

a. Next Regular Meeting: Tuesday, January 21st, 2025, 6:00 PM

ADJOURNMENT

The Commission adjourned the meeting at 6:50 PM

Joe Plankis, RDC President

1/21/2025
Date

Executive Session Memorandum

City of Westfield Redevelopment Commission

December 16, 2024

MEMBERS PRESENT: Joe Plankis, Jon Dartt, Brian Tomamichel, Larry Kemper, Brian Pawlowski

ALSO PRESENT: Ryan Wilmering representing Wallack Somers & Haas, P.C. (City of Westfield Redevelopment Commission legal counsel)

The Executive Session was called to order at 5:00 PM at Westfield City Hall pursuant to IC 5-14-1.5-6.1 (b)(2)(D) and with respect to that subject matter only.

No other subject matter was discussed.

The meeting adjourned at 5:36 PM.

Joe Plankis, RDC President

Brian Tomamichel, Secretary

Summary of Fund Cash & Investment Balances-December 2024

Fund No.-Name	Description	December Beginning Balance		Claims Approved & Applied	Investment	December Ending Balances
244-RDC Capital Fund		$ 147,459.61				
	LVR International			$ (11,272.50)		
	Hunden Strategic Partners			$ (23,000.00)		
	Speck Dempsey LLC			$ (50,000.00)		
	Barnes & Thornburg LLP			$ (6,273.00)		
	Wallack Somers & Haas			$ (20,981.00)		
	Bondry			$ (73,500.00)		
	Hamilton County Reporter			$ (70.98)		
	MKSK Inc			$ (1,842.50)		
	Totals	$ 147,459.61		$ (186,939.98)	$ -	$ (39,480.37)
			Revenue	Expense		
301-Eastside	Totals	$ 478,679.64	$ 1,176,633.71			$ 1,655,313.35
302-Aurora		$ 61,958.75	$ 180,896.87	$ -	$ 500,000.00	$ 742,855.62
303-Lantern Commons		**$ -**		**$ -**	**$ -**	**$ -**
304-Southside		$ -		$ -	$ -	$ -
305-Grand Juntion		$ 703,960.74	$ 1,360,261.35		$ -	$ 2,064,222.09
306-Osborne Trails		$ 260,275.65	$ 171,278.17	$ -	$ -	$ 431,553.82
309-Eagletown		$ 301,534.83	$ 694,588.11	$ -	$ -	$ 996,122.94
310-SEP		$ 152,539.30	$ 139,078.56		$ -	$ 291,617.86
311-Spring Mill Centre		$ -	$ 5,227.03	$ (5,227.03)	$ -	$ -
316-Mainstreet		$ 345,233.56	$ 389,981.58		$ -	$ 735,215.14
317-146th Street		$ 274,235.85	$ 492,564.76		$ 3,000,000.00	$ 3,766,800.61
318-Gigabit		$ -	$ 88,064.16	$ (88,064.18)	$ -	$ (0.02)
319-Spring Mill Station		$ 1,070,607.84	$ 600,968.57	$ -	$ 1,600,000.00	$ 3,271,576.41
324-Eagletown DSR		$ -		$ -	$ 354,117.50	$ 354,117.50
327-Union Square		$ 17,567.64	$ 10,791.89		$ -	$ 28,359.53
328-Wheeler Landing		$ 2,466.71	$ 97,112.92	$ -	$ -	$ 99,579.63
Sutotal of TIF-Cash						**$ 14,437,334.48**
Total Cash & Investment		**$ 3,816,520.12**		**$ (280,231.19)**	**$ 5,454,117.50**	**$ 8,990,406.43**

Fund No.-Name	2023 Applied & Renivested Interest Income	2024 Interest Income													Previous FYs Life-to-Date Interest
		January	February	March	April	May	June	July	August	September	October	Novmeber	December	Y-T-D Total	
301-Eastside	$ 9,705.20	$ 1,690.70	$ 1,693.92	$ 1,815.98	$ 1,811.73									$ 7,012.33	$ 16,717.53
302-Aurora	$ 3,365.96	$ 2,113.38	$ 2,117.40	$ 2,269.98	$ 2,264.65	$ 2,364.67	$ 2,266.63	$ 2,350.09	$ 2,353.50	$ 2,218.72	$ 2,192.22	$ 2,052.92	$ 2,063.59	$ 26,627.75	$ 29,993.71
303-Lantern Commons															
304-Southside															
305-Grand Juntion	$ 35,510.93	$ 4,226.76	$ 4,234.82	$ 4,539.96	$ 4,529.32									$ 17,530.86	$ 53,041.79
306-Osborne Trails															
309-Eagletown	$ 33,042.55	$ 1,268.02	$ 1,270.44	$ 1,361.98	$ 1,358.79									$ 5,259.23	$ 38,301.78
310-SEP															
311-Spring Mill Centre															
316-Mainstreet	$ 19,354.30	$ 1,690.70	$ 1,693.92	$ 1,815.98										$ 5,200.60	$ 24,554.90
317-146th Street	$ 28,049.71	$ 12,680.27	$ 12,704.41	$ 13,619.86	$ 13,587.94	$ 14,188.40	$ 13,599.80	$ 14,100.55	$ 14,120.96	$ 13,312.33	$ 13,153.30	$ 12,317.49	$ 12,381.51	$ 159,766.82	$ 187,816.53
318-Gigabit															
319-Spring Mill Station	$ 16,829.82	$ 8,453.53	$ 8,469.60	$ 9,079.92	$ 9,058.63	$ 7,566.95	$ 7,253.23	$ 7,520.30	$ 7,531.18	$ 7,099.90	$ 7,015.10	$ 6,569.33	$ 6,603.47	$ 92,221.14	$ 109,050.96
324-Eagletown DSR										$ 663.55	$ 1,443.65	$ 1,351.95	$ 1,358.98	$ 4,818.13	$ 3,459.15
327-Union Square															
328-Wheeler Landing															
Total Interest from TIF Investments														$ 318,436.86	$ 462,936.35

Posting Date	Vendor	Fund No.	Amount
1/10/2024	Taft	305	$ 3,188.50
1/10/2024	Taft	305	$ 6,101.50
2/13/2024	Wallack Somers & Haas	301	$ 13,650.00
2/13/2024	Wallack Somers & Haas	305	$ 5,250.00
2/13/2024	Wallack Somers & Haas	305	$ 400.00
2/13/2024	Wallack Somers & Haas	305	$ 8,300.00
3/12/2024	Taft	305	$ 544.50
3/12/2024	Taft	305	$ 134.44
3/12/2024	Taft	305	$ 3,196.50
3/13/2024	Wallack Somers & Haas	301	$ 3,150.00
3/13/2024	Wallack Somers & Haas	301	$ 1,000.00
3/13/2024	Wallack Somers & Haas	301	$ 50.00
3/13/2024	Wallack Somers & Haas	301	$ 4,075.00
3/13/2024	Wallack Somers & Haas	301	$ 900.00
3/13/2024	Wallack Somers & Haas	305	$ 1,050.00
3/13/2024	Wallack Somers & Haas	305	$ 3,350.00
3/13/2024	Wallack Somers & Haas	305	$ 250.00
3/13/2024	Wallack Somers & Haas	305	$ 3,000.00
3/13/2024	Wallack Somers & Haas	305	$ 750.00
4/10/2024	Taft	305	$ 6,076.00
4/11/2024	Wallack Somers & Haas	301	$ 2,600.00
4/11/2024	Wallack Somers & Haas	301	$ 1,600.00
4/11/2024	Wallack Somers & Haas	301	$ 200.00
4/11/2024	Wallack Somers & Haas	301	$ 5,750.00
4/11/2024	Wallack Somers & Haas	301	$ 1,000.00
4/11/2024	Wallack Somers & Haas	303	$ 3,250.00
4/11/2024	Wallack Somers & Haas	305	$ 1,200.00
4/11/2024	Wallack Somers & Haas	305	$ 3,550.00
4/11/2024	Wallack Somers & Haas	305	$ 300.00
4/11/2024	Wallack Somers & Haas	327	$ 250.00
5/6/2024	Taft	305	$ 23,643.50
5/6/2024	Taft	305	$ 17,119.00
5/29/2024	Wallack Somers & Haas	301	$ 50.00
5/29/2024	Wallack Somers & Haas	301	$ 400.00
5/29/2024	Wallack Somers & Haas	301	$ 7,100.00
5/29/2024	Wallack Somers & Haas	301	$ 300.00
5/29/2024	Wallack Somers & Haas	305	$ 2,900.00
5/29/2024	Wallack Somers & Haas	305	$ 50.00
5/29/2024	Wallack Somers & Haas	305	$ 150.00
5/29/2024	Wallack Somers & Haas	305	$ 150.00
5/29/2024	Wallack Somers & Haas	305	$ 200.00
5/29/2024	Wallack Somers & Haas	305	$ 2,200.00
5/29/2024	Wallack Somers & Haas	305	$ 850.00
5/29/2024	Wallack Somers & Haas	305	$ 5,300.00
5/29/2024	Wallack Somers & Haas	305	$ 350.00

5/29/2024	Wallack Somers & Haas	305	$ 52.00
6/12/2024	Wallack Somers & Haas	301	$ 950.00
6/12/2024	Wallack Somers & Haas	301	$ 500.00
6/12/2024	Wallack Somers & Haas	301	$ 300.00
6/12/2024	Wallack Somers & Haas	301	$ 1,050.00
6/12/2024	Wallack Somers & Haas	301	$ 14,300.00
6/12/2024	Wallack Somers & Haas	301	$ 2,525.00
6/12/2024	Wallack Somers & Haas	301	$ 150.00
6/12/2024	Wallack Somers & Haas	305	$ 1,350.00
6/12/2024	Wallack Somers & Haas	305	$ 1,050.00
6/12/2024	Wallack Somers & Haas	305	$ 300.00
6/12/2024	Wallack Somers & Haas	305	$ 250.00
6/12/2024	Wallack Somers & Haas	327	$ 100.00
7/11/2024	Barnes & Thornburg	301	$ 861.00
7/11/2024	Barnes & Thornburg	301	$ 502.25
7/11/2024	Barnes & Thornburg	301	$ 738.00
7/11/2024	Barnes & Thornburg	301	$ 1,814.25
7/11/2024	Barnes & Thornburg	301	$ 251.13
7/11/2024	Wallack Somers & Haas	301	$ 1,270.00
7/11/2024	Wallack Somers & Haas	301	$ 350.00
7/11/2024	Wallack Somers & Haas	301	$ 50.00
7/11/2024	Wallack Somers & Haas	301	$ 8,950.00
7/11/2024	Wallack Somers & Haas	301	$ 50.00
7/11/2024	Wallack Somers & Haas	301	$ 2,400.00
7/11/2024	Wallack Somers & Haas	301	$ 100.00
7/11/2024	Wallack Somers & Haas	301	$ 389.50
7/11/2024	Barnes & Thornburg	305	$ 922.50
7/11/2024	Barnes & Thornburg	305	$ 1,599.00
7/11/2024	Barnes & Thornburg	305	$ 861.00
7/11/2024	Barnes & Thornburg	305	$ 2,051.00
7/11/2024	Barnes & Thornburg	305	$ 799.50
7/11/2024	Barnes & Thornburg	305	$ 430.50
7/11/2024	Barnes & Thornburg	305	$ 502.25
7/11/2024	Barnes & Thornburg	305	$ 738.00
7/11/2024	Barnes & Thornburg	305	$ 676.50
7/11/2024	Barnes & Thornburg	305	$ 1,814.25
7/11/2024	Barnes & Thornburg	305	$ 184.50
7/11/2024	Barnes & Thornburg	305	$ 502.25
7/11/2024	Barnes & Thornburg	305	$ 389.50
7/11/2024	Barnes & Thornburg	305	$ 307.50
7/11/2024	Taft	305	$ 2,472.50
7/11/2024	Wallack Somers & Haas	305	$ 300.00
7/11/2024	Wallack Somers & Haas	305	$ 865.00
7/11/2024	Wallack Somers & Haas	305	$ 100.00
7/11/2024	Wallack Somers & Haas	305	$ 1,200.00
7/11/2024	Wallack Somers & Haas	305	$ 50.00
7/11/2024	Wallack Somers & Haas	305	$ 1,000.00

7/11/2024	Wallack Somers & Haas	305	$ 50.00
7/11/2024	Wallack Somers & Haas	327	$ 350.00
7/16/2024	Taft	305	$ 43,546.00
8/9/2024	Barnes & Thornburg	244	$ 7,687.50
8/13/2024	Wallack Somers & Haas	244	$ 350.00
8/13/2024	Wallack Somers & Haas	244	$ 3,080.00
8/13/2024	Wallack Somers & Haas	244	$ 100.00
8/13/2024	Wallack Somers & Haas	244	$ 300.00
8/13/2024	Wallack Somers & Haas	244	$ 450.00
8/13/2024	Wallack Somers & Haas	244	$ 850.00
8/13/2024	Wallack Somers & Haas	244	$ 1,300.00
8/13/2024	Wallack Somers & Haas	244	$ 50.00
8/13/2024	Wallack Somers & Haas	244	$ 50.00
8/13/2024	Wallack Somers & Haas	244	$ 100.00
8/13/2024	Wallack Somers & Haas	244	$ 7,350.00
8/13/2024	Wallack Somers & Haas	244	$ 300.00
8/13/2024	Wallack Somers & Haas	244	$ 250.00
8/13/2024	Wallack Somers & Haas	244	$ 350.00
8/13/2024	Wallack Somers & Haas	244	$ 150.00
8/13/2024	Wallack Somers & Haas	244	$ 3,800.00
8/13/2024	Wallack Somers & Haas	244	$ 675.00
9/6/2024	Taft	305	$ 1,952.50
9/6/2024	Taft	305	$ 12,420.00
9/6/2024	Taft	305	$ 9,254.50
9/6/2024	Taft	305	$ 14,835.00
9/10/2024	Wallack Somers & Haas	244	$ 50.00
9/10/2024	Wallack Somers & Haas	244	$ 50.00
9/10/2024	Wallack Somers & Haas	244	$ 2,772.00
9/10/2024	Wallack Somers & Haas	244	$ 50.00
9/10/2024	Wallack Somers & Haas	244	$ 4,100.00
9/10/2024	Wallack Somers & Haas	244	$ 1,150.00
9/10/2024	Wallack Somers & Haas	244	$ 850.00
9/10/2024	Wallack Somers & Haas	244	$ 4,166.87
9/10/2024	Wallack Somers & Haas	244	$ 100.00
9/10/2024	Wallack Somers & Haas	244	$ 50.00
9/10/2024	Wallack Somers & Haas	244	$ 150.00
9/10/2024	Wallack Somers & Haas	244	$ 150.00
9/10/2024	Wallack Somers & Haas	244	$ 650.00
9/10/2024	Wallack Somers & Haas	244	$ 1,400.00
9/10/2024	Wallack Somers & Haas	244	$ 350.00
9/10/2024	Wallack Somers & Haas	244	$ 200.00
9/10/2024	Wallack Somers & Haas	244	$ 150.00
9/10/2024	Wallack Somers & Haas	244	$ 7,500.00
9/10/2024	Wallack Somers & Haas	244	$ 3,240.00
9/10/2024	Wallack Somers & Haas	244	$ 550.00
9/10/2024	Wallack Somers & Haas	244	$ 3,112.00
9/10/2024	Wallack Somers & Haas	244	$ 100.00

9/10/2024	Wallack Somers & Haas	244	$ 50.00
9/10/2024	Wallack Somers & Haas	244	$ 200.00
10/16/2024	Wallack Somers & Haas	244	$ 50.00
10/16/2024	Wallack Somers & Haas	244	$ 850.00
10/16/2024	Wallack Somers & Haas	244	$ 100.00
10/16/2024	Wallack Somers & Haas	244	$ 50.00
10/16/2024	Wallack Somers & Haas	244	$ 3,702.00
10/16/2024	Wallack Somers & Haas	244	$ 1,550.00
10/16/2024	Wallack Somers & Haas	244	$ 8,123.57
10/16/2024	Wallack Somers & Haas	244	$ 50.00
10/16/2024	Wallack Somers & Haas	244	$ 50.00
10/16/2024	Wallack Somers & Haas	244	$ 50.00
10/16/2024	Wallack Somers & Haas	244	$ 100.00
10/16/2024	Wallack Somers & Haas	244	$ 400.00
10/16/2024	Wallack Somers & Haas	244	$ 300.00
10/16/2024	Wallack Somers & Haas	244	$ 3,800.00
10/16/2024	Wallack Somers & Haas	244	$ 968.00
10/16/2024	Wallack Somers & Haas	244	$ 10,911.00
10/16/2024	Wallack Somers & Haas	244	$ 100.00
10/16/2024	Wallack Somers & Haas	244	$ 50.00
10/16/2024	Wallack Somers & Haas	244	$ 50.00
10/16/2024	Wallack Somers & Haas	244	$ 100.00
1/0/1900	Wallack Somers & Haas	244	$ 8,301.00
11/13/2024	Wallack Somers & Haas	244	$ 2,422.00
11/13/2024	Wallack Somers & Haas	244	$ 1,900.00
11/13/2024	Wallack Somers & Haas	244	$ 1,475.00
11/13/2024	Wallack Somers & Haas	244	$ 50.00
11/13/2024	Wallack Somers & Haas	244	$ 2,400.00
11/13/2024	Wallack Somers & Haas	244	$ 50.00
11/13/2024	Wallack Somers & Haas	244	$ 850.00
11/13/2024	Wallack Somers & Haas	244	$ 1,000.00
11/13/2024	Wallack Somers & Haas	244	$ 400.00
11/13/2024	Wallack Somers & Haas	244	$ 6,350.00
11/13/2024	Wallack Somers & Haas	244	$ 50.00
11/13/2024	Wallack Somers & Haas	244	$ 5,447.00
11/13/2024	Wallack Somers & Haas	244	$ 150.00
11/13/2024	Wallack Somers & Haas	244	$ 500.00
11/13/2024	Wallack Somers & Haas	244	$ 600.00
11/13/2024	Wallack Somers & Haas	244	$ 50.00
12/10/2024	Wallack Somers & Haas	244	$ 500.00
12/10/2024	Wallack Somers & Haas	244	$ 100.00
12/10/2024	Wallack Somers & Haas	244	$ 4,129.00
12/10/2024	Wallack Somers & Haas	244	$ 3,024.00
12/10/2024	Wallack Somers & Haas	244	$ 1,631.00
12/10/2024	Wallack Somers & Haas	244	$ 200.00
12/10/2024	Wallack Somers & Haas	244	$ 500.00
12/10/2024	Wallack Somers & Haas	244	$ 1,881.00

12/10/2024	Wallack Somers & Haas	244	$ 150.00
12/10/2024	Wallack Somers & Haas	244	$ 50.00
12/10/2024	Wallack Somers & Haas	244	$ 1,981.00
12/10/2024	Wallack Somers & Haas	244	$ 1,085.00
12/10/2024	Wallack Somers & Haas	244	$ 150.00
12/10/2024	Wallack Somers & Haas	244	$ 50.00
12/10/2024	Wallack Somers & Haas	244	$ 3,850.00
12/10/2024	Wallack Somers & Haas	244	$ 50.00
12/10/2024	Wallack Somers & Haas	244	$ 600.00
12/10/2024	Wallack Somers & Haas	244	$ 700.00
12/10/2024	Wallack Somers & Haas	244	$ 50.00
12/10/2024	Wallack Somers & Haas	244	$ 100.00
12/10/2024	Wallack Somers & Haas	244	$ 100.00
12/10/2024	Wallack Somers & Haas	244	$ 100.00
	Total-Legal		**$ 428,319.76**

2/15/2024	Bondry	301	$ 2,000.00
10/16/2024	Bondry	244	$ 80,500.00
12/10/2024	Bondry	244	$ 18,000.00
12/10/2024	Bondry	244	$ 55,500.00
	Total-Municipal Advisor		**$ 156,000.00**

	Grand Total	**$ 584,319.76**

1/16/2025 10:10:34 AM

I hereby certify that each of the above listed vouchers and invoices, or bills attached there to, are true and correct and I have audited same in accordance with IC5-11-10-1.6.

January 21, 2025

Fiscal Officer

ALLOWANCE OF ACCOUNTS PAYABLE VOUCHERS

CITY OF WESTFIELD

We have examined the Accounts Payable Vouchers listed on the foregoing Register of Accounts Payable Vouchers consisting of 3 pages and except for accounts payables not allowed as shown on the Register such account payables are hereby allowed in the total amount of $889,693.04 and pending director approval such accounts payables are hereby allowed in the total amount of $0.

Dated this 21 day of January, 2025

Larry Kemper

Jon Dartt

Joseph Plankis

Brian Pawlowski

Brian Tomamichel

Signatures of Governing Board

Approved by State Board of Accounts for the City of Westfield, 2013

Purchase Invoice Register

City of Westfield

Report Date Range: 12/11/24..01/16/25

Buy-From Vendor No.	Buy-From Vendor Name	Invoice No.	Date	G/L Acct.	G/L Account Name	Description	Amount	Check No.	Check Date
Fund No.	**Fund Name**								
244	**Redevelopment District Capital**								
	RDC								
VEN005661	Barnes and Thornburg LLP	APP124047	1/16/2025	244018330	REDEVELOP DISTRICT	Dec services	780.00		
VEN011751	Wallack Somers and Haas PC	APP124054	1/16/2025	244018330	REDEVELOP DISTRICT	Ambrose	350.00		
VEN011751	Wallack Somers and Haas PC	APP124054	1/16/2025	244018330	REDEVELOP DISTRICT	BW Jersey	50.00		
VEN011751	Wallack Somers and Haas PC	APP124054	1/16/2025	244018330	REDEVELOP DISTRICT	Dec services	150.00		
VEN011751	Wallack Somers and Haas PC	APP124054	1/16/2025	244018330	REDEVELOP DISTRICT	Dec services	501.00		
VEN011751	Wallack Somers and Haas PC	APP124054	1/16/2025	244018330	REDEVELOP DISTRICT	General	1,684.00		
VEN011751	Wallack Somers and Haas PC	APP124054	1/16/2025	244018330	REDEVELOP DISTRICT	Gr Millen	1,073.00		
VEN011751	Wallack Somers and Haas PC	APP124054	1/16/2025	244018330	REDEVELOP DISTRICT	Gr Park	17,850.00		
VEN011751	Wallack Somers and Haas PC	APP124054	1/16/2025	244018330	REDEVELOP DISTRICT	Gr Park South	1,965.00		
VEN011751	Wallack Somers and Haas PC	APP124054	1/16/2025	244018330	REDEVELOP DISTRICT	Gr Univ	400.00		
VEN011751	Wallack Somers and Haas PC	APP124054	1/16/2025	244018330	REDEVELOP DISTRICT	Ham Cross	50.00		
VEN011751	Wallack Somers and Haas PC	APP124054	1/16/2025	244018330	REDEVELOP DISTRICT	Lantern	876.00		
VEN011751	Wallack Somers and Haas PC	APP124054	1/16/2025	244018330	REDEVELOP DISTRICT	Mill St	3,116.00		
VEN011751	Wallack Somers and Haas PC	APP124054	1/16/2025	244018330	REDEVELOP DISTRICT	Park St	5,297.00		
VEN011751	Wallack Somers and Haas PC	APP124054	1/16/2025	244018330	REDEVELOP DISTRICT	Towne Run	100.00		
VEN011751	Wallack Somers and Haas PC	APP124054	1/16/2025	244018330	REDEVELOP DISTRICT	Union	50.00		
VEN011751	Wallack Somers and Haas PC	APP124054	1/16/2025	244018330	REDEVELOP DISTRICT	Woods Ro	50.00		
VEN011751	Wallack Somers and Haas PC	APP124054	1/16/2025	244018330	REDEVELOP DISTRICT	WoodWind	1,534.00		
VEN005661	Barnes and Thornburg LLP	APP124056	1/16/2025	244018349	REDEVELOP DISTRICT	Nov services	1,168.50		
VEN000919	Hunden Strategic Partners	APP124060	1/16/2025	244018349	REDEVELOP DISTRICT	GP Master Plan	10,000.00		
VEN010966	MKSK Inc	APP124061	1/16/2025	244018349	REDEVELOP DISTRICT	On Call planning Nov	2,000.00		
VEN010966	MKSK Inc	APP124062	1/16/2025	244018349	REDEVELOP DISTRICT	Nov services	8,200.00		
VEN011785	Speck Dempsey LLC	APP124063	1/16/2025	244018349	REDEVELOP DISTRICT	GP Master Planning	50,000.00		
Subtotal for RDC							**107,244.50**		
Subtotal for Fund 244 Redevelopment District Capital							**107,244.50**		
Fund No.	**Fund Name**								
301	**Eastside TIF**								
	RDC								
VEN008529	First Financial Bank	APP124043	1/16/2025	301018380	EASTSIDE TIF PRINCIPAL	2017 Bond	260,000.00		

Purchase Invoice Register
City of Westfield
Report Date Range: 12/11/24..01/16/25

Buy-From Vendor No.	Buy-From Vendor Name	Invoice No.	Date	G/L Acct.	G/L Account Name	Description	Amount	Check No.	Check Date
Fund No.	**Fund Name**								
301	**Eastside TIF**								
	RDC								
VEN008529	First Financial Bank	APP124043	1/16/2025	301018381	EASTSIDE TIF INTEREST	2017 Bond	44,515.00		
	Subtotal for RDC						**304,515.00**		
Subtotal for Fund 301 Eastside TIF							**304,515.00**		
Fund No.	**Fund Name**								
305	**Grand Junction TIF**								
	RDC								
VEN001881	Taft Stettinius and Hollister	APP124057	1/16/2025	305018330	GRAND JUNCT TIF-LEGAL	Dec services	153,085.35		
VEN001881	Taft Stettinius and Hollister	APP124059	1/16/2025	305018330	GRAND JUNCT TIF-LEGAL	Oct services	6,302.00		
	Subtotal for RDC						**159,387.35**		
Subtotal for Fund 305 Grand Junction TIF							**159,387.35**		
Fund No.	**Fund Name**								
309	**Eagletown TIF**								
	RDC								
VEN000920	Huntington National Bank	APP123650	1/3/2025	309018380	EAGLETOWN TIF BOND	2016 Bond	100,000.00	500001104	1/3/2025
VEN000920	Huntington National Bank	APP123650	1/3/2025	309018381	EAGLETOWN TIF BOND	2016 Bond	77,002.50	500001104	1/3/2025
	Subtotal for RDC						**177,002.50**		
Subtotal for Fund 309 Eagletown TIF							**177,002.50**		
Fund No.	**Fund Name**								
311	**Spring Mill Centre TIF**								
	RDC								
VEN008527	BOK Financial	APP123564	12/27/2024	311018381	SPRINGMILL CENTRE TIF-	2020 Bond	5,227.03	500001088	12/28/2024
	Subtotal for RDC						**5,227.03**		
Subtotal for Fund 311 Spring Mill Centre TIF							**5,227.03**		

Purchase Invoice Register

City of Westfield

Report Date Range: 12/11/24..01/16/25

Buy-From Vendor No.	Buy-From Vendor Name	Invoice No.	Date	G/L Acct.	G/L Account Name	Description	Amount	Check No.	Check Date
Fund No.	**Fund Name**								
429	**2012 Bond Interest**								
	RDC								
VEN001652	Regions Bank	APP123651	1/3/2025	429018380	2012 BOND DSR-	2012B Bond	35,000.00		
VEN001652	Regions Bank	APP123651	1/3/2025	429018381	2012 BOND DSR-INT	2012B Bond	13,252.50		
	Subtotal for RDC						**48,252.50**		
Subtotal for Fund 429 2012 Bond Interest							**48,252.50**		
Fund No.	**Fund Name**								
443	**Cash W/Fiscal Agent-Metro**								
	RDC								
VEN000920	Huntington National Bank	APP123604	12/30/2024	443018380	CWFA-METRO 15BD PRIN	2015 Bond	45,000.00	400000120	12/30/2024
VEN000920	Huntington National Bank	APP123604	12/30/2024	443018381	CWFA-METRO 15BD INT	2015 Bond	43,064.16	400000120	12/30/2024
	Subtotal for RDC						**88,064.16**		
Subtotal for Fund 443 Cash W/Fiscal Agent-Metro							**88,064.16**		
Posted Invoices Total							**889,693.04**		

Credit Memos

Vendor No.	Vendor Name	Cr. Memo No.	Date	GL Acct.	GL Account Name	Description	Amount
Credit Memo Total							

BARNES & THORNBURG LLP
11 South Meridian Street
Indianapolis, Indiana 46204 U.S.A.
E.I.N. 35-0900596
(317) 236-1313

WESTFIELD REDEVELOPMENT COMMISSION
JENELL FAIRMAN, EXECUTIVE DIRECTOR
2728 E 171ST ST.
WESTFIELD, IN 46074
JFAIRMAN@WESTFIELD.IN.GOV;
RBAKER@WESTFIELD.IN.GOV

Invoice 3362253

January 14, 2025
Brian L. Burdick
00099516-00000001

PAYABLE UPON RECEIPT

00099516-00000001

REDEVELOPMENT MATTERS

For legal services rendered in connection with the above matter for the period ending December 31, 2024 as described on the attached detail.

Fees for Services	$	780.00
Total This Invoice	**$**	**780.00**

244-018-330

WSH
WALLACK SOMERS & HAAS PC

BARRY Z. WALLACK
MICHAEL S. WALLACK
HARRY F. TODD
RYAN R. WILMERING
ADAM W. COLLINS
KATIE WELCH RARICK

GEORGE W. SOMERS
EMERITUS

KARL P. HAAS
(1960-2017)

City of Westfield

Billing Statement Summary

December 31, 2024

	Matter	Invoice Date	Invoice #	Current Fees	30 Days	Total Due	
24004	COW-Ambrose	01/07/2025	*37040*	$350.00		$350.00	
24012	COW-BWJersey	01/07/2025	37041	$ 50.00		$ 50.00	
	COW-City	01/07/2025	37042	$1,075.00		$1,075.00	Admin
24023	COW-[redacted]	01/07/2025	37043	$150.00		$150.00	
24000	COW-[redacted]	01/07/2025	37044	$501.00		$501.00	
24000	COW-General	01/07/2025	37045	$1,684.00		$1,684.00	
	COW-Golf	01/07/2025	37046	$50.00		$50.00	Admin
24006	COW-GrMillen	01/07/2025	37047	$1,073.00		$1,073.00	
24003	COW-GrPark	01/07/2025	37048	$17,850.00		$17,850.00	
24003	COW-GrPSouth	01/07/2025	37049	$1,965.00		$1,965.00	
24009	COW-GrUniv	01/07/2025	37050	$400.00		$400.00	
24000	COW-HamCross	01/07/2025	37051	$ 50.00		$ 50.00	
24015	COW-Lantern	01/07/2025	37052	$876.00		$876.00	
24010	COW-MillSt.	01/07/2025	37053	$3,116.00		$3,116.00	
24017	COW-ParkSt	01/07/2025	37054	$5,297.00		$5,297.00	
24019	COW-TowneRun	01/07/2025	37055	$100.00		$100.00	
24020	COW-Union	01/07/2025	37056	$ 50.00		$ 50.00	
24024	COW-WoodsRo	01/07/2025	37057	$ 50.00		$ 50.00	
24022	COW-WoodWind	01/07/2025	37058	$1,534.00		$1,534.00	
			Totals:	**$36,221.00**		**$36,221.00**	

RDC Total: $35,096.00

One Indiana Square, Suite 2300
Indianapolis, Indiana 46204
www.WSHLaw.com

Tel: 317.231.9000

Fax: 317.231.9900

244-018-349
Project Code 24000

BARNES & THORNBURG LLP

11 South Meridian Street
Indianapolis, Indiana 46204 U.S.A.
E.I.N. 35-0900596
(317) 236-1313

Invoice 3349855

December 16, 2024
Brian L. Burdick
00099516-00000001

WESTFIELD REDEVELOPMENT COMMISSION
JENELL FAIRMAN, EXECUTIVE DIRECTOR
2728 E 171ST ST.
WESTFIELD, IN 46074
JFAIRMAN@WESTFIELD.IN.GOV

PAYABLE UPON RECEIPT

Fees for Services	$	1,168.50
Other Charges	$	0.00
Total This Invoice	**$**	**1,168.50**

REMITTANCE

To remit payments by check, please return this page with remittance to:
Barnes & Thornburg LLP, 11 South Meridian Street, Indianapolis, Indiana 46204-3535 U.S.A.

To remit payments by ACH or Wire, send remittance advice to wireconfirmations@btlaw.com Send payment to:
Fifth Third Bank, Indianapolis, IN, Account Number: 7653510706 SWIFT CODE: FTBCUS3C
ABA #074908594 for ACH ABA #042000314 for Wires

244-018-349
Project Code 24003

MKSK

462 South Ludlow Alley
Columbus, OH 43215
614-621-2796

City of Westfield, IN
Jenell Fairman
jfairman@westfield.in.gov
rbaker@westfield.in.gov
2728 East 171st Street
Westfield, IN 46074

Invoice number 2241891
Date 12/18/2024

Project **w24306 Westfield, IN On-Call Planning Services**

Professional Services for the Period ended November 30, 2024:

Professional Fees

Standard Professional Services

On-Call Planning Services

	Hours	Rate	Billed Amount
Intern	8.00	160.00	1,280.00
Principal	4.50	160.00	720.00
Phase subtotal	12.50		2,000.00
Standard Professional Services subtotal			2,000.00
Professional Fees subtotal	12.50		2,000.00
		Invoice total	**2,000.00**

MKSK

City of Westfield, IN
Project **w24306 Westfield, IN On-Call Planning Services**

Invoice number 2241891
Date 12/18/2024

Invoice Summary

Description		Prior Billed	Total Billed	Current Billed
Standard Professional Services				
On-Call Planning Services		0.00	2,000.00	2,000.00
Reimbursable Expenses		0.00	0.00	0.00
	Total	0.00	2,000.00	2,000.00

Aging Summary

Invoice Number	Invoice Date	Outstanding	Current	Over 30	Over 60	Over 90	Over 120
2241891	12/18/2024	2,000.00	2,000.00				
	Total	2,000.00	2,000.00	0.00	0.00	0.00	0.00

Approved by:

Thomas J. Porto, C.P.A.
C.F.O.

Please contact ahmed@mkskstudios.com for any questions you may have on this invoice.

Professional Services for the Period ended November 30, 2024:

MKSK

244-018-349
Project Code 24003

462 South Ludlow Alley
Columbus, OH 43215
614-621-2796

City of Westfield, IN
Jenell Fairman
jfairman@westfield.in.gov
rbaker@westfield.in.gov
2728 East 171st Street
Westfield, IN 46074

Invoice number 2241890
Date 12/18/2024

Project w24306.02 **Westfield, IN** [redacted]

Professional Services for the Period ended November 30, 2024:

Professional Fees

Standard Professional Services

Concept Design

	Hours	Rate	Billed Amount
Associate	20.00	185.00	3,700.00
Urban Planner I	4.00	125.00	500.00
Phase subtotal	24.00		4,200.00
Standard Professional Services subtotal			4,200.00
Professional Fees subtotal	24.00		4,200.00

Consultant Fees

Standard Professional Services

Concept Design

	Billed Amount
Bezier CG Limited	4,000.00
Bezier CG Limited - 241107	
Standard Professional Services subtotal	4,000.00

Invoice total	**8,200.00**

Terms: Due on receipt

Federal ID # 83-2731940

Remit to Columbus Address

MKSK

City of Westfield, IN
Project **w24306.02 Westfield, IN** [redacted]

Invoice number 2241890
Date 12/18/2024

Invoice Summary

Description		Contract Amount	Prior Billed	Total Billed	Current Billed
Standard Professional Services					
Concept Design		9,000.00	0.00	8,200.00	8,200.00
Reimbursable Expenses		0.00	0.00	0.00	0.00
	Total	9,000.00	0.00	8,200.00	8,200.00

Aging Summary

Invoice Number	Invoice Date	Outstanding	Current	Over 30	Over 60	Over 90	Over 120
2241890	12/18/2024	8,200.00	8,200.00				
	Total	8,200.00	8,200.00	0.00	0.00	0.00	0.00

Approved by:

Thomas J. Porto, C.P.A.
C.F.O.

Please contact ahmed@mkskstudios.com for any questions you may have on this invoice.

Professional Services for the Period ended November 30, 2024:

244-018-349
Project Code 24003

Speck Dempsey LLC
257 Walnut Street #1
Brookline, MA 02445 US
info@speckdempsey.com
http://www.speckdempsey.com

INVOICE

BILL TO
City of Westfield, IN / Westfield Redevelopment Commission

INVOICE	1134
DATE	12/31/2024
TERMS	Net 30
DUE DATE	01/30/2025

DATE	DESCRIPTION	QTY	RATE	AMOUNT
12/31/2024	Grand Park Master Planning Effort - Month 7 of 7			50,000.00

Payment may be made via check to address on invoice.

BALANCE DUE **$50,000.00**

FIRST
first financial bank

INVOICE

Billed to:
Micha Farrar, Deputy Clerk Treasurer
City of Westfield
130 Penn Street
Westfield, IN 46074
mfarrar@westfield.in.gov

Invoice Date:
January 15, 2025

Bond Description: 2017

IN City of Westfield

Payment Due Date:			February 1, 2025
Principal Due:	301-018-380	$	260,000.00
Interest Due:	301-018-381	$	44,515.00
Total Payment Due:		$	304,515.00

Please wire payment to:

First Financial Bank, N.A.
ABA 0422 0091 0
Attn: Treasury Division
Account: 5311110588
Ref: IN City of Westfield

Please send any questions you may have regarding this invoice to the following email address:

Tradeops@bankatfirst.com

Taft Stettinius & Hollister LLP
One Indiana Square, Suite 3500 / Indianapolis, IN 46204-2023
Tel: 317.713.3500 / Fax: 317.713.3699
www.taftlaw.com
FEIN#: 31-0541755

December 16, 2024
Invoice #: 6521940

City of Westfield
Kaitlin Glazier
City Attorney
2728 E 171st Street
Westfield, IN 46074

INVOICE SUMMARY

Client/File No. WES14/GN133 CILE

For professional services rendered and costs advanced through December 17, 2024:

RE: Grand Park Transaction

Professional Services	150,055.00
Costs Advanced	6,135.35
TOTAL THIS INVOICE	**156,190.35**

DUE UPON RECEIPT

101-001-330: $3,105.00
305-018-330: $153,085.35

Taft Stettinius & Hollister LLP
One Indiana Square, Suite 3500 / Indianapolis, IN 46204-2023
Tel: 317.713.3500 / Fax: 317.713.3699
www.taftlaw.com
FEIN#: 31-0541755

November 25, 2024
Invoice #: 6488755

City of Westfield
Kaitlin Glazier
City Attorney
2728 E 171st Street
Westfield, IN 46074

INVOICE SUMMARY

Client/File No. WES14/GN090 CILE

For professional services rendered and costs advanced through October 31, 2024:

RE: GRAND PARK EVENTS CENTER

Professional Services	7,682.00
Costs Advanced	.00
TOTAL THIS INVOICE	**7,682.00**

DUE UPON RECEIPT

305-018-330: $6,302.00
640-023-349: $1,380.00

Huntington

Debt Service Invoice

November 19, 2024

City of Westfield
c/o Clerk-Treasurer
130 Penn Street
Westfield, IN 46074

Re: **City of Westfield IN Redevelopment**
District Tax Increment Revenue Bond Series 2016

TranStar ID: WESTFLINRD16
Account: 4084001401
Debt Service Payable : February 1, 2025

Payment is due on or prior to five (5) Business Days prior to payable date : January 27, 2025

Principal Payable: **$100,000.00**
Interest Payable: **$77,002.50**

Total Debt Service Due: **$177,002.50**

Payments by Wire Transfer or ACH
Huntington National Bank
Columbus, Ohio
ABA #044000024
Credit: Trust Wire Account
Acct. #01891662889
Attn: Christine Berkemeier, Corporate Trust
Ref: Westfield RD TIRD 2016

Payments by Check
The Huntington National Bank
Attn: Christine Berkemeier, Corporate Trust
45 N. Pennsylvania Street, INHP61
Indianapolis, Indiana 46204

309 018 ~~380~~ 380 $ 100,000.--
309 018 381 $ 77,002.50

BOK FINANCIAL®
Services provided by BOKF, NA

December 15, 2024

City of Westfield, Indiana
Attn: Marla Ailor, Clerk-Treasurer
130 Penn Street
Westfield, IN 46074

SPRINGMILL20
CITY OF WESTFIELD, INDIANA TAXABLE ECONOMIC DEVELOPMENT REVENUE BONDS, SERIES 2020 (SPRING MILL CENTRE PROJECT)

Interest Payable on 02/01/2025	$30,000.00
Principal Payable on 02/01/2025	$ 0.00
Semi-Annual Trust Fee	$ 500.00
MINIMUM PAYMENT DUE	**$30,500.00**

The bond payment above will be paid with Tax Revenues collected in the designated tax increment area. The amount sent to the Trustee might be more than the amount above and any excess will be used to pay past interest payments totaling $191,387.18 and/or principal on the bonds earlier than the redemption schedule.

Wire Payment Instructions:

Bank of Oklahoma
ABA #103900036
Account #600024642
Ref: BOKF Corporate Trust
Attn: Mark Hudson – Indianapolis
For Further Credit: SPRINGMILL20

ACH Payment Instructions:

Bank of Oklahoma
ABA #103900036
Trust Funds
Acct. No. 600024642
Attn: Mark Hudson - Indianapolis
For Further Credit: SPRINGMILL20

Questions related to this invoice may be directed to Mark Hudson MHudson@bokf.com or by phone at 317.599.4358 (office).

BOK Financial
Attn: Corporate Trust Department
143 W Market Street, Suite 600B
Indianapolis, IN 46204

only pay $ 5,227.03
311018381

REGIONS
CORPORATE TRUST

INVOICE

8182 Maryland Avenue, 12th Floor
Clayton, MO 63105
Phone (314) 615-3588

Date:	December 10, 2024
Relationship Consultant:	Kerry A. McFarland
Bond Issue #:	4563
RWP Account:	5480000465
Invoice #:	R456304

City of Westfield
Attn: Clerk-Treasurer
130 Penn Street
Westfield, Indiana 46074-9544

Email to: mfarrar@westfield.in.gov

City of Westfield, Indiana Taxable Economic Development Revenue Bonds, Series 2012B
(MS Westfield Project)

TIF Revenues Due: January 15, 2025

DESCRIPTION	AMOUNT
Debt Service Payment Due for BI #4563	
TIF Revenues needed for Principal Due	$35,000.00
TIF Revenues needed for Interest Due	$13,252.50
Less funds on deposit in the Bond Fund:	$0.00
TOTAL	**$ 48,252.50**

If you intend to transfer Federal Funds VIA Federal Reserve Bank Wire Transfer System, please direct your transfer using the instructions shown below no later than one (1) Business day prior to due date:
Wells Fargo Bank
ABA #121000248
Credit: SEI PRIVATE TR CO ACF REGIONS
A/C#: 2020050839788
F/F/C: CID5480000465 - BI 4563
Attn: Kerry McFarland @ 314-615-3588

429 018 380
$35,000.-

If you intend to transfer Funds via ACH, please direct your transfer to the instructions shown below no later than three business days prior to payment date:

429 018 381
$ 13,252.50

Wells Fargo Bank
ABA #026012881
FOR CREDIT TO: A/C #2020050839788, SEI Private TR CO ACF Regions Bank
F/F/C: CID5480000465 - BI 4563
Attn: Kerry McFarland @ 314-615-3588

If you intend to pay by check, it must arrive in our office no less than five (5) Business days prior to due date:
Regions Bank
Attn: Kerry McFarland
8182 Maryland Avenue, 12th Floor
Clayton, MO 63105

For questions, please contact Indiana Corporate Trust at (314) 615-3588

Huntington Nat'l Bank

TIF REVENUE INVOICE

November 23, 2024

City of Westfield, Indiana
Attn: Clerk-Treasurer
130 Penn Street
Westfield, IN 46074

CWFA

Re: **City of Westfield, Indiana Taxable Economic Development Revenue Bond, Series 2015 (Metro Fibernet Project)**

Account: #4083001305
Transtar: WFLDMETR2015

For TIF Revenue Payment due on: **January 15, 2025**

Bond Interest Due	February 1, 2025	$43,762.50
Bond Principal Due	February 1, 2025	$45,000.00
Annual Trustee Fees coming due in next six (6) months (July - $2,000):		$0.00
Carryover from Previous Unpaid Amounts (1)		$472,843.25
Current Amount of Payments Outstanding for Series 2015 Bonds		**$561,605.75**

Note 1 - Represents unpaid debt service from February 1, 2016 through August 1, 2024
Unpaid amounts continue to accrue interest at the Bond Rate of 4.50% until paid.
Refer to Tracking Spreadsheet

Payments by Wire Transfer or ACH
Huntington National Bank
Columbus, Ohio
ABA #044000024
Credit: Trust Wire Account
Acct. #01891662889
Attn: John Alexander, 317-686-5321
Ref: Westfield EDRB 2015 (Metro Fibernet)

Payments by Check
The Huntington National Bank
Attn: John Alexander, Corporate Trust
45 N. Pennsylvania Street, NAP061
Indianapolis, Indiana 46204

If you have questions or need additional information regarding this invoice please feel free to call John Alexander at 317-686-5321 by email at john.d.alexander@huntington.com.

12-18-24

443 018381 = 43,064.16
443 018380 = 45,000.00

Wired 12/18/24

12-16-24
Rec'd 88,064.18

Amt until Dec Exhibit Rev

BARNES & THORNBURG LLP
btlaw.com

11 S. Meridian Street
Indianapolis, IN 46204-3535 U.S.A.
(317) 236-1313
Fax (317) 231-7433

www.btlaw.com

Brian L. Burdick
(317) 231-7393 (direct dial)
(317) 341-0033 (cell)
Brian.Burdick@btlaw.com
Admitted to Practice Only In: Indiana

December 18, 2024

Via Electronic Delivery (jfairman@westfield.in.gov)

Westfield Redevelopment Commission
c/o Jenell Fairman, Executive Director
Westfield City Hall
2728 E 171st St.
Westfield, Indiana 46074

Re: Legal Services for General Redevelopment Matters

Dear Redevelopment Commission Members:

The purpose of this letter is to set forth the terms and conditions under which our Firm will provide legal services to the City of Westfield Redevelopment Commission ("you", "your" or the "Commission") in connection with establishment, expansion or amendment of one or more tax increment financing ("TIF") areas within the City of Westfield (the "City") and advising the Commission on various matters related to TIF from time to time (collectively, the "Matter"). The purpose of this letter is to set forth the terms and conditions under which our Firm will serve as special counsel to the Commission on this Matter. It is our understanding that Bondry Management Consultants, LLC (the "Municipal Advisor"), will be serving as the independent registered municipal advisor for the Commission on this Matter.

I am enclosing our Standard Terms of Engagement for Legal Services (2024) setting forth the standard terms upon which our Firm accepts client engagements. In particular, by signing this letter, you agree that we may represent other clients in certain matters adverse to you as described in the Standard Terms of Engagement for Legal Services under the caption "Waiver of Certain Potential Conflicts of Interest." Our engagement by you in this Matter will be governed by these standard terms to the extent not expressly modified by this letter.

Identity of Client

It is important from the outset of our relationship that we have a clear understanding as to the identity of our client. Our only client in this Matter is the Commission, and not any of its officials, officers, employees or other affiliates. You have agreed that our representation of Commission in this Matter will not give rise to any attorney-client relationship between our Firm and any official, officer, employee or other affiliate of the Commission. You have also agreed that, during the course of our representation of the Commission in this Matter, our Firm will not be given any confidential information regarding any official, officer, employee or other affiliate of Commission. Accordingly, our Firm's representation of the Commission in this Matter will not give rise to any conflict of interest in the event other clients of our Firm are adverse to any official, officer, employee or other affiliate of the Commission.

Services

As special counsel to the Commission in this Matter, we advocate the interests of the Commission, and not any other party to the Matter. It is our understanding that the Commission will also be represented by Wallack, Somers & Haas, P.C., as its general counsel. As special counsel to the Commission on this Matter, we anticipate providing the following services as and when requested by the Commission with respect to this Matter:

1. Meet with, and provide advice to, the Commission, its general counsel and the Municipal Advisor in establishing, expanding or amending one or more TIF areas.

2. Prepare a timetable of key events, meetings and document preparation.

3. Prepare the basic documentation for establishment of any new TIF areas or expansions of any TIF areas, including all ordinances and resolutions, together with any notices and certifications related thereto.

4. Assist the Commission and its general counsel in preparing for and attending required hearings.

5. Attend any meetings as requested by the Commission or its general counsel.

6. Provide general legal advice and research to the Commission and its general counsel from time to time on general non-adversarial matters related to the Commission or TIF, as requested by the Commission or its general counsel.

Although I will be the supervising lawyer for this Matter, my partner Brad Bingham will be the primary responsible lawyer and your main point of contact. I may assign portions of the work to be done to other Firm lawyers or paralegals. Our legal assistants are not lawyers but possess training, experience, and skills that enable them to assist our lawyers in discharging their responsibilities. They include law clerks (typically law students), paralegals, investigators, research librarians, environmental analysts, translators, draftsmen, and other technical (non-lawyer) specialists. This delegation may be for the purpose of involving lawyers or legal assistants with experience and knowledge in a given practice area or for the purpose of providing services on the most efficient and timely basis. Whenever practicable or at your request, I will advise you of the names of those lawyers and legal assistants who work on this Matter. In addition, we will make our Retired Of Counsel Bruce Donaldson available to you for consultation and advice at no charge.

Fees

Our fees in this Matter will be billed on a monthly basis, primarily based on the hours actually worked by each lawyer and legal assistant involved in this Matter. These fees will be computed using hourly billing rates for the lawyer or legal assistant and the type of work involved that are in effect at the time you are billed for the work. Generally speaking, our billing rates vary in accordance with the experience and seniority of the lawyers and legal assistants performing the services. Brad Bingham and I will be the lawyers responsible for this engagement. Brad's current hourly rate is $650 and mine is $790. To effect greater efficiencies, we will use an associate when appropriate. Associates may include Hannah

Clendening and Max Adams, as well as others. Their current hourly rate is $380. Our billing rates are adjusted annually, typically in December.

In representing our clients, we also make other charges in addition to our fees. Typical other charges include messenger, courier and express delivery charges; printing and reproduction charges; filing fees; travel expenses; and computerized legal research charges. Certain of these other charges may represent more than our direct cost to cover our overhead.

Municipal Advisor Matters

In connection with this Matter, it is our understanding that the Municipal Advisor is an independent registered municipal advisor, and the Municipal Advisor will be the entity to whom the Commission will primarily look for providing financial advice on the Matter. In addition, even though our services inherently involve a financial advice component, we (a) do not represent ourselves as a Municipal Advisor or financial expert regarding the issuance of municipal securities or municipal financial products, and (b) are not subject to the fiduciary duty imposed on independent registered municipal advisors by the United States Securities and Exchange Commission and the Municipal Securities Rulemaking Board.

E-Verify Participation

In connection with this engagement, we agree that Barnes & Thornburg LLP is enrolled in and will verify the work eligibility status of all newly hired employees through the Federal E-Verify program (unless and until the E-Verify program no longer exists). This letter confirms that Barnes & Thornburg LLP has signed an affidavit stating that it does not knowingly employ an unauthorized alien, and we will provide a copy of that affidavit to you upon request.

Non-Discrimination

We agree that Barnes & Thornburg LLP will not discriminate against any employee or applicant for employment to be employed in our representation of the Commission, 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 Barnes & Thornburg LLP's agreement with the Commission.

Conclusion

If you (i) agree to our service as special counsel to the Commission in this Matter upon the terms set forth herein, (ii) agree and consent that we may represent other clients in matters that are not substantially related to the matters on which we are advising you, even where our representation of such clients may be or become directly adverse to your interests, and (iii) acknowledge that the statements made in the heading "Municipal Advisor Matters" are accurate and true to your knowledge, please indicate your acknowledgement and agreement on behalf of the Commission by executing the enclosed copy of this letter in the space provided below and return the executed copy to me.

You may terminate our engagement as special counsel to the Commission at any time simply by notifying us. We may terminate our engagement for nonpayment of our fees and other charges and where

we are required or permitted to do so by the Rules of Professional Conduct after giving you reasonable notice and allowing time for you to engage successor counsel, if necessary.

We ask you to acknowledge that, in reviewing and executing this letter, you have not relied on any advice provided by our Firm but instead have acted solely in reliance upon the advice of other legal counsel.

We are pleased to have this opportunity to be of service to you.

Sincerely,

Brian L. Burdick

Brian L. Burdick

Enclosure (*Standard Terms of Engagement*)

CITY OF WESTFIELD, INDIANA, REDEVELOPMENT COMMISSION

By: _____

Printed: Joe Plankis

Title: RDC President

Date: 01/21/25

DMS 42144761.1

BARNES & THORNBURG LLP
TERMS OF ENGAGEMENT FOR LEGAL SERVICES

The following terms are an integral part of our agreement with you and, unless modified expressly in writing by mutual agreement, govern all of our engagements for you. We ask that you review these terms carefully and write us promptly if you have any questions. We suggest that you retain this document in your file together with our engagement letter(s).

Our Client

The person or entity that we represent is the person or entity identified as our client in our engagement letter and does not include any affiliates or relatives of such person or entity. This means that, unless we specifically agree otherwise, we do not have any lawyer-client relationship with:

- Your subsidiaries, parent company or other business entities in a commonly controlled group, without regard to any internal arrangements for the management of affairs between our client and any such affiliate, or any operational commonality among such entities such as consolidated administrative services, common in-house legal functions, or any overlapping officers, directorships or ownership;
- Your owners, shareholders, members, managers, partners, directors, officers, employees, representatives or agents;
- The beneficiaries of a trust administered by a trustee who is our client;
- Your spouse, partner, children or other family members.

Therefore, our representation of you will neither limit nor impair our ability to represent another client with interests adverse to any such affiliated entity, affiliated person or family member without obtaining your consent.

The Scope of Our Work

Our practice with new clients is to describe the scope of our initial engagement in the letter we send accepting employment. With existing and recurrent clients, we may or may not provide a description of new matters depending on the circumstances. In any engagement we limit our services to those you ask us to perform and those we deem reasonably necessary to accomplish the requested services. If you ask us to limit our work to only one or certain aspects of a transaction, matter or case, we will address only what you request, even if full legal representation on such matter would normally be more involved or extensive.

Except to the extent you expressly request in writing that we advise or assist you concerning the following matters, you agree to take full responsibility yourself for:

- Ascertaining or obtaining insurance coverage that you may have for any claim, potential liability, attorneys' fees or expenses and promptly notifying your carrier(s) as required to invoke any coverage;
- Tax implications of any transaction, settlement or course of action;
- Data security or privacy compliance practices;
- Compliance by you, associated persons or beneficial owners with the Corporate Transparency Act and reporting thereunder.

The outcome of legal matters and proceedings cannot be predicted with certainty. If we offer an assessment of the likely outcome of a matter, that is merely our opinion based on our understanding of the facts and the law at the time. We cannot guarantee results.

Who Will Provide the Services

Each client matter handled by our Firm is assigned to a principal lawyer contact. The principal lawyer should be someone in whom you have confidence and with whom you enjoy working. You are free to request a change of principal lawyer at any time. Under the supervision of the principal lawyer, your work or parts of it may be performed by other lawyers and legal assistants in the Firm.

To help us serve our clients, we employ law clerks (often law students), paralegals, lobbyists, investigators, patent agents, foreign lawyers, research librarians, environmental analysts, translators, draftsmen, ediscovery/litigation support personnel and other technical (non-legal) specialists. Such personnel possess training, experience and skills that enable them to assist our lawyers in discharging their responsibilities, but they are not lawyers. Accordingly, you should not construe or rely upon any communications you receive from such personnel as legal advice.

How Fees Will Be Set

The basis on which our fees will be determined is described in the pertinent engagement letter. Usually the time and effort required are the primary factors on which our fees are based. We will record the time we devote to your work (typically in increments of 1/10th of an hour). This time may include conferences (both in person and over the telephone), negotiations, court appearances, factual and legal research and analysis, document preparation and revision, required travel and other related matters. Peer collaboration and review is an important element of providing quality services, and

so our time records will often include discussions between lawyers within our Firm concerning the matters in which we have been engaged. The hourly rates we charge for our lawyers and service providers are based on their relative experience, skills, reputation, the type of engagement, market factors and similar considerations. We review our hourly rates at least annually and adjust them periodically. Our statements will reflect the applicable rates in effect at the date of the statement even if they exceed the applicable hourly rates in effect on the date the services were performed.

We are sometimes requested to estimate the amount of fees and costs likely to be incurred in connection with a particular matter on which our fees are hourly or otherwise variable. But fees and costs are often unpredictable. Accordingly, except in those engagements in which we specifically agree in writing to a flat or maximum fee, we make no commitment concerning the maximum fees and costs that will be necessary to resolve or complete the matter, even when we have provided an estimate. The ultimate cost is invariably more or less than the amount estimated. In addition, your obligation to pay the Firm's fees and costs is in no way contingent on the ultimate outcome of the matter.

In instances in which we offer and you accept a flat fee, that flat fee covers only the services within the scope of work specified in the flat fee proposal. Any additional work will be billed at our standard hourly rates unless otherwise agreed in writing.

Other Charges

In addition to our fees we will likely bill you for various charges that we itemize separately. These may include charges or fees for:

- messengers and couriers
- photocopying, desktop publishing or printing
- data storage
- ediscovery data hosting services
- litigation support technology services
- computerized research
- certain clerical services
- filing fees (including electronic filings)
- court reporters
- witnesses
- outside experts and consultants, including for example accountants, appraisers and other legal counsel
- travel
- phone and Web conferencing

Certain of these other charges may represent more than our out-of-pocket cost to contribute toward covering indirect expenses we incur. For example, we establish and adjust from time to time fixed charges for certain services of our managing clerk's office (such as filings with courts or public agencies), notarial services (including remote notary services), and other services. Such charges reflect the fair value of such services. We incur outside charges on your behalf as your agent. You agree to pay these charges when due. We may require that you pay significant expenses directly or in advance. In some instances when we make advance payment on your behalf as a convenience, we may be entitled to incentives, rebates or rewards from our banks or credit card companies for using their services. Such arrangements lower our overhead and administrative expense and are not passed along to clients.

In some engagements, it is necessary to engage legal counsel in a foreign country. When we engage counsel in a foreign country on your behalf, we are not guarantors or indemnitors for such foreign counsel's work, nor are we in a position to review the adequacy of their legal work or translation of documents. We engage foreign counsel to assist you specifically because we are not licensed or familiar with the applicable legal system and therefore are not in a position to provide those legal services or judge their adequacy.

Terms of Payment

We will bill you on a regular basis, typically monthly, for both fees and other charges. Our fees and charges are due when you receive our statement. Also, if you do not pay us within 30 days of our statement or as otherwise agreed, you agree that we may discontinue providing services immediately and withdraw from representing you after providing reasonable notice of our intention to do so. You also agree that until we are paid in full on all of your legal matters, and except to the extent otherwise prohibited or limited by law, we shall have a lien on all papers and files in our possession related to any of the matters in which we have represented you, and any property recovered or obtained as a result of our work on your behalf. To the extent not prohibited by applicable law or court rule, you agree to pay us finance charges at the rate of six percent (6%) per annum on all fees and charges that you fail to pay within 30 days of our invoice(s) (or, if applicable, a later past due date agreed by us in writing). You agree to pay the costs of collecting your debt to us, including court costs, filing fees and reasonable attorneys' fees.

Security Retainers (Advance Deposits)

New clients of our Firm will ordinarily be asked to deposit a security retainer (an advance deposit) with the Firm. The Firm may also in its sole discretion at any time during our representation require existing clients to provide a security retainer based, for example, on past payment history, creditworthiness, increases in the scope or intensity of our work, or other factors that

may cause the Firm to conclude it is appropriate to do so.

If we require a security retainer from you, we will charge or draw against it for fees and other charges as our legal services are provided. We will issue regular statements to you describing the fees and other charges which have been deducted and the amount which must be paid to replenish the retainer to the agreed level. If the security retainer is insufficient to cover fees and other charges anticipated in the current and following month, or if the scope or intensity of our work is anticipated to increase, we may require that the balance be increased. At the conclusion of our legal representation, once we are fully paid, or at such time as the security retainer is no longer necessary or may appropriately be reduced, the remaining balance, if any, or a portion thereof, will be returned to you.

Funds Held in Our Trust Account

Any security retainer we receive from you will be held in our trust account until it is charged for fees and other charges or is returned to you. No interest is paid on amounts held by us in our trust account. In particular, court rules in jurisdictions in which we practice require that interest earned on pooled client trust accounts is payable to a charitable foundation established in accordance with the court's rule. While your security retainer is held by us in our trust account, it remains your property. You authorize us to apply it to any fees, expenses, or other charges that you owe us.

Other deposits that we receive to cover specific items, and any funds that we recover or receive in representing you, will also be held by us in our general trust account (without interest) and disbursed as provided in our agreement with you, or at your direction or as required by law, and you will be notified from time to time of the amounts applied or withdrawn. You grant us a security interest in any funds we receive and hold in trust for you (including any security retainer) to secure payment of any outstanding fees or other charges you owe us. Any amount remaining after disbursement or application to your account will be returned to you.

Identifying Conflicts of Interest

We maintain an electronic database relating to our client engagements which we use in evaluating and avoiding conflicts of interest. The Rules of Professional Conduct governing lawyers generally prohibit a lawyer or law firm from representing one client in a matter directly adverse to another client unless the affected clients provide informed consent confirmed in writing. To allow us to identify and address potential conflict issues, you represent to us that you have identified for us all persons and entities that are or may become involved in the matter in which we are being engaged, including all persons and entities affiliated with you whose interests could be affected. You also agree that you will promptly notify us if you become aware of any other persons or entities that are or may become involved in the matter.

Waiver of Certain Potential Conflicts of Interest

As you are aware, we are a large law firm with multiple practices in multiple offices throughout the United States, and we represent many different clients in many different industries and countries, including clients who are competitors of each other and sometimes adversaries in legal matters. In taking on your representation, we commit that we will not represent any other client in any matter adverse to you that is substantially related to a matter in which we represent you. In this context, "substantially related" is a term that has come to have a settled meaning in the case law and in Bar ethics opinions. What this commitment means is that we will not take on any matter adverse to you on behalf of another client in circumstances in which any of your confidential data or information, as normally would have been obtained by us in our representation of you, would be material to any representation adverse to you that we might accept from another client.

In return for our agreement to represent you in this matter and future matters (if any), you consent and agree that we may be adverse to you on behalf of other clients in matters that are not substantially related to any matter we undertake on your behalf now or in the future. Such unrelated matters may include, but are not limited to:

a. Agreements, business contracts, licenses, mergers and acquisitions, joint ventures, loans and financings, and securities offerings, including contract negotiations with you in which we represent another party, and preparation for other clients of contracts or other legal documents to which you will be a party or that may affect your rights or obligations, as well as related negotiations, subsequent amendments or disputes;
b. Advice regarding the existence, scope or validity of your rights in real, personal or intellectual property and/or concerning the interpretation and application of provisions of contracts or other legal documents to which you may be party or that may affect your legal rights or obligations;
c. Advice and representation of our other clients regarding the existence or potential existence of legal claims that our other clients may have against you or that you may have against them, in disputes with you of any nature, or in claims our other clients may assert against you or you against them including litigation in a court, agency or other tribunal, and in arbitration or mediation.

d. Bankruptcies, reorganizations, receiverships or insolvencies (including proceedings under the US Bankruptcy Code or state insolvency proceedings); non-judicial debt restructurings, including representation of creditors, liquidators or other insolvency professionals in domestic or international matters in which you are a creditor, debtor or other party in interest;
e. Patents, copyrights, trademarks, trade secrets or other intellectual property matters; including advice to other clients regarding the existence, scope or validity of your rights in intellectual property and assistance in securing or protecting other clients' intellectual property in ways that may limit or constrain your rights;
f. Real estate, zoning and environmental matters in which your interests in real property may be involved or adversely affected, or in which you may face liability for environmental contamination;
g. Representation and advocacy with respect to legislative issues, policy issues, or regulatory issues, including rulemakings, administrative proceedings and enforcement proceedings; and,
h. Third-party discovery requests (including subpoenas) to be served on you, and discovery requests (including subpoenas) that have been served by you on others.

If at a later time you withdraw or modify this advance waiver in any respect, you agree and consent to our withdrawal from our representation of you pursuant to these Terms of Engagement and the applicable Rules of Professional Conduct.

In addition, if there are parties adverse to you in the matter we are undertaking on your behalf, it is possible that those adverse parties will have need for counsel in matters which do not have a substantial relationship to the matter in which we represent you. Even though we would, as a result, be receiving fee income from your adversary, you consent to our representing such parties in matters that are not substantially related to any of our work for you. For our part, we commit to continued zealous representation of your interests in the matters in which we do represent you notwithstanding any fee income we may receive from your adversary. Of course, the foregoing consent does not affect our obligation to protect confidential information you share with us in connection with our representation of you and not to use such information to your detriment.

Our Non-Legal Affiliates

As further described below, you should be aware that our Firm has ownership interests in non-legal services businesses (the "non-legal affiliates"), and the services of such non-legal affiliates may be provided by Firm personnel or others. Such non-legal affiliates may provide non-legal services to a party that is an adversary of yours in an unrelated matter in which the Firm is representing you. Such a party contracting with a non-legal affiliate is not a client of the Firm, but you should consider that our financial interest in the non-legal affiliate services to such party could give rise to a conflict of interest because of the potential influence on our independent judgment in our legal representation of you. This confirms your consent, in advance, to any conflict of interest that may arise by virtue of our Firm's economic interest in a non-legal affiliate providing services to a party adverse to you in a legal representation.

Should you engage a non-legal affiliate for non-legal services, that affiliate will provide its own contract for services to you. Such services are not governed by these Terms of Engagement. No lawyer-client relationship will exist (or could exist) between such entity and you, even if services by such non-legal affiliate are provided by personnel who are employed by or partners of our Firm. You should seek independent counsel to advise you on your contract with such non-legal affiliate. Because of our ownership interest, we will not represent you in entering into that contract. This confirms your consent, in advance, to any conflict of interest that may arise by virtue of our Firm's economic interest in a non-legal affiliate you engage for non-legal services.

Electronic Communications and Cloud Storage

We caution you that, to maintain the confidentiality and privilege of electronically stored or transmitted information and communications related to your legal matters, you should not use a computer, other electronic device, network or Internet address that is owned, controlled, or on which your communications may be accessed, by anyone other than you. This warning includes electronic venues provided by a hotel, a library, publicly available Internet, or even a shared home computer or employer-provided technology if you are engaging us as an individual rather than on behalf of your employer. Any device you use to communicate with us should be password protected and not accessible by any third party. You agree to let us know if you are sending any files or documents that contain sensitive or personal information so we can arrange to receive such information via secure file transfer. Additional documents such as a Data Processing Agreement ("DPA") may be required before we can receive or share such information.

You agree that both you and our Firm may use electronic devices and Internet services that are managed by third parties and which allow us to communicate with each other and share documents and information notwithstanding some risk that such communications and documents may be intercepted or

accessed by and disclosed to unauthorized parties. We will also store electronic data relating to our representation of you remotely with cloud-based data storage services managed by third parties. You understand that, while reasonable efforts may be taken to prevent inadvertent or unauthorized disclosure of, or access to, information relating to our representation of you, we cannot guarantee that no unauthorized access will occur. You agree that the benefits of using these technologies outweigh the risks of unauthorized or inadvertent disclosure and that the Firm is not responsible for the unauthorized access of information sent via these services. Our use of such technology may include unencrypted email, messaging, mobile phones, voice over Internet, electronic data/document websites or storage or transfer services, video conferencing, and other technology in which your documents and information are transmitted, stored or processed using off-premises or cloud-based services managed by third parties.

Use of Artificial Intelligence

Artificial Intelligence ("AI") describes computer technology with varied abilities to analyze and generate data to find patterns, reach conclusions and predict future behavior, or to create text or images based on data and inputs provided. We may employ AI or tools that incorporate AI including to increase efficiencies and reduce costs when performing certain legal and non-legal tasks. The Firm has a protocol regarding any use of AI. You agree that we may utilize AI in connection with our representation of you consistent with Firm protocol and the Rules of Professional Conduct.

Privacy Notice and Data Security

During the course of this engagement, the Firm may collect and process personal information relating to the matters in which we are representing you. You agree you have all legal rights necessary to provide any personal information you provide to us for use and processing consistent with the terms of our engagement and agree to execute a DPA and similar compliance agreements with the Firm where required. You agree to provide only the minimum amount of personal information necessary for us to perform our legal services and to take measures to protect and secure all sensitive, confidential, and personal information. Our collection and processing of personal information is further governed by the firm's Privacy Notice at btlaw.com/privacy-policy, as well as applicable privacy and data protection laws, regulations, and codes of professional conduct.

You agree you are responsible for providing all physical, technical, administrative, and organizational safeguards necessary to secure and protect any information under your control relating to our engagement and are responsible for the breach of any security of information caused via your or your affiliates' or third party service providers' systems. You agree to immediately and without undue delay report and take steps to mitigate any actual or attempted security incident or breach of security of data related to or which could affect you, the Firm, or our representation of you in any manner.

Certain laws may require your consent before we may send you certain electronic communications. These electronic communications include, among others, announcements, briefings on legal developments, and invitations to seminars and other events. In connection with your engaging us to render legal services, you consent to our sending you these electronic communications. You may withdraw your consent (or update your profile information) at any time by using the unsubscribe link in a communication or by notifying us at privacy@btlaw.com.

Certain Client Responsibilities

You agree to cooperate fully with us, to provide promptly and candidly all information (including documents and electronic data) known or available to you that is relevant to our representation. If your engagement involves actual or potential claims or litigation, you have an obligation to preserve potentially relevant information, including electronic data and communications. You must ensure automatic deletions or record retention policies are suspended as necessary to ensure this information is preserved. If you have questions, you should discuss these issues with us at the outset of our engagement involving any claim or litigation or as soon as a dispute or litigation related to any matter on which you have engaged us becomes reasonably foreseeable. You also agree to respond promptly to our requests for direction and other communications and to attend meetings and court proceedings at our request.

Use of Publicly Available Information

We will protect nonpublic, confidential information related to your representation in accordance with our professional obligations. To best serve all of our clients, however, it is helpful for us to be able to describe our experiences in the practice of law to assist others in choosing counsel and for other business reasons. Accordingly, unless you specifically instruct us to the contrary, you authorize us to truthfully disclose or describe to others information related to our representation of you that is otherwise publicly available (e.g., in public filings, government publications, press releases, on the Internet).

Consultations with Firm Legal Counsel

In part because of the number of clients we represent and the complexity of the matters in which we are engaged, issues may arise from time to time that involve questions as to our duties as lawyers, including under the professional conduct rules. Such questions might include, for example, issues raised because of a disagreement between us and a client over the handling of a client's matter. Under normal circumstances when such issues arise, we would seek advice from our in-house legal counsel who have deep experience in such matters. We consider such consultations to be attorney-client privileged communications between firm personnel and legal counsel for the firm. Accordingly, you agree that if we determine in our own discretion during the course of the representation that it is helpful to consult with our firm counsel, we may do so on the understanding that you agree that these communications are privileged and confidential to the firm.

Termination and Withdrawal

You may terminate our representation of you at any time without cause simply by notifying us. Your termination of our services will not affect your responsibility for payment of fees and other charges incurred before termination and in connection with an orderly transition of the matter.

We are subject to the Rules of Professional Conduct that require or allow us to withdraw from representing a client in various circumstances. These may include any circumstances in which withdrawal can be accomplished without material adverse effect on the interests of the client. Among other circumstances that may give rise to withdrawal, subject to the Rules of Professional Conduct, we may withdraw from representing you if you do not fulfill your obligations to us, including failure to pay our fees and charges, or if we determine that our relationship has become impaired, such as by your failure to follow our advice relating to a representation.

Unless previously terminated, our representation of you in any matter terminates upon our completion of the services you retained us to perform. Generally, this will be indicated by your receipt of our final statement for services rendered on that matter. In general, our representation shall be deemed completed if there is no billable work for a period of six months and there are no ongoing appeals or proceedings.

Except where applicable laws require otherwise, you agree that the following provisions will govern the way we handle materials and records related to our representation of you. We typically store the materials we retain in electronic form. We do not keep our copies of such materials and records indefinitely. We will discard or delete the materials we retain related to your representation when we believe it is reasonable to do so, without further notice to you. Accordingly, you are strongly encouraged to keep your own files related to our representation, especially important legal documents. So that you can do so, we will provide you with copies of materials we have retained whenever you request them during our representation. Even after your matter is completed, on request we will provide you with copies in electronic form of any materials we still have to which you are entitled. You agree to pay our charges for retrieving and copying materials for you, and any other fees and charges that remain outstanding in connection with our representation of you. You hereby agree that we may require such payment before delivering such materials, to the extent allowed by applicable Rules of Professional Conduct. You authorize us to follow these procedures without providing you further notices or seeking further instructions in the future.

Our representation of you in any matter is limited to that specific matter, and will not give rise to any ongoing attorney-client relationship. After our representation of you in any matter has ended, we may from time to time represent you in such subsequent matters as you may request. However, we are under no obligation to represent you in any subsequent matters, and nothing herein should be construed to give rise to any attorney-client relationship after our representation has concluded or terminated. If we do undertake to represent you in any subsequent matter, the scope and duration of our representation will be limited to that specific subsequent matter and, unless we expressly establish new terms of engagement with you at that time, the terms of engagement stated in this document and our engagement letter will apply.

If our Firm or any of our lawyers or staff are named as a party, or are subpoenaed or otherwise lawfully compelled to respond or produce evidence or appear in a legal proceeding or deposition relating to our services performed for you (excluding claims for lawyer misconduct or negligence), you agree, even after our representation has terminated, to pay us for our lawyers' and non-lawyers' time and other charges and expenses incurred in connection with our defense or participation in such proceeding, on the same basis that applies to our standard hourly fees and charges in effect at the time.

After our representation of you in any matter has ended, changes may occur in applicable laws or regulations that could have an impact upon your rights and liabilities. Unless you subsequently engage us to provide such advice on the same matter, our Firm has no continuing obligation to advise you with respect to future legal developments.

RESOLUTION NO. 01-2025
A RESOLUTION OF
THE CITY OF WESTFIELD REDEVELOPMENT COMMISSION
REGARDING ELECTRONIC PARTICIPATION POLICY

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

WHEREAS, the City of Westfield Redevelopment Commission (the "**Commission**") is a governmental entity created and authorized to administer certain redevelopment activities within the City; and

WHEREAS, pursuant to Indiana Code 36-7-14-8(a) and (g), the Commission shall hold an annual meeting and may hold other regular or special meetings; and

WHEREAS, pursuant to Indiana Code 36-7-14.5-9.5(c), a member of the Commission may participate in a meeting by an electronic means that allows: (i) all participating members; and (ii) all members of the public who are physically present at the meeting; to simultaneously communicate with each other, in which event the member shall be considered present for purposes of establishing a quorum and may participate in any final action taken at the meeting; and

WHEREAS, pursuant to Indiana Code 36-7-14.5-9.5(d): (i) at least one-third of the members of the Commission must be physically present at the place where the meeting is conducted; and (ii) all votes during the meeting must be taken by roll call vote; and

WHEREAS, pursuant to Indiana Code 36-7-14.5-9.5(f), the Commission may adopt a policy to govern participation in the meetings of the Commission by electronic communication; and

WHEREAS, the Commission has adopted a written policy (the "**Electronic Participation Policy**") establishing the procedures allowing a member to participate in a meeting of the Commission by an electronic means of communication and without requiring physical presence at such meeting, which such Electronic Participation Policy is attached hereto as Exhibit A and incorporated herein by reference; and

WHEREAS, the Commission has determined that it is now in the best interests of the Commission and the City to adopt the Electronic Participation Policy and implement the Electronic Participation Policy during its meetings, as authorized by Indiana Code 36-7-14.5-9.5 and other applicable law.

NOW, THEREFORE, BE IT HEREBY RESOLVED by the Commission that:

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

2. The Commission hereby adopts the Electronic Participation Policy for use during meetings of the Commission.

3. The Commission will execute and deliver such agreements, instruments, certificates, and other documents, and perform and observe such other actions, covenants, and obligations, as necessary or desirable in connection with the Electronic Participation Policy.

4. Each agreement, instrument, certificate, and other document contemplated by this Resolution to be executed and delivered by the Commission shall be in a form approved by, and satisfactory to, the President and Executive Director of the Commission, which approval and satisfaction shall be conclusively evidenced by the execution and delivery thereof by at least two of the President, Vice President, Secretary, and/or Executive Director of the Commission.

5. The President, Vice President, Secretary, and/or Executive Director of the Commission are each authorized to execute and deliver all of the agreements, instruments, certificates, and other documents contemplated by this Resolution to be executed and delivered by the Commission. The President, Vice President, Secretary, and/or Executive Director are further authorized take all other lawful actions necessary in connection with the adoption and implementation of the Electronic Participation Policy and the other matters contemplated by this Resolution.

[Remainder of page left intentionally blank; signature page to follow]

Adopted this 21st day of January, 2025.

CITY OF WESTFIELD
REDEVELOPMENT COMMISSION

President — Joseph Plankis

Vice President — Jon Dartt

Secretary — Brian Tomamichel

Member — Larry Kemper

Member — Brian Pawlowski

EXHIBIT A

ELECTRONIC PARTICIPATION POLICY

PURPOSE: This policy (this "**Policy**") defines the rules for electronic participation in a meeting by members of the governing body of a public agency.

SCOPE: This statement applies to the members of the City of Westfield Redevelopment Commission (the "**Commission**").

Effective Date: This policy is effective January 21, 2025 (the "**Effective Date**").

1. **Policy Statement**. In accordance with Indiana Code 36-7-14.5-9.5, the City of Westfield establishes an electronic participation policy for the Commission. All rules detailed in this Policy are subject to any COVID-19 emergency rules relating to public meetings that remain in effect after the Effective Date of this Policy.

2. **Electronic Participation in Public Meetings**. In order for members to participate in a meeting electronically, the electronic means employed must allow all participating members to simultaneously communicate with one another, and (except for executive session) must allow the public to simultaneously attend and observe the meeting. A member who participates in the meeting by electronic means must be able to be both heard and seen in order to vote on final actions.

3. **Electronic Participation Limits**. With specified exceptions (involving military service, illness or medical condition, death of a relative, or certain emergencies), no member may attend all meetings in a calendar year by electronic means, it being the intent of this Policy that each member must attend in person at least one public meeting in a given calendar year. For purposes of this Policy, both executive sessions and regular meetings of the Commission are considered meetings.

Where a technical failure that interferes with the participation of one or more members electronically occurs, but quorum or voting requirements would be met without the electronic participation of such member or members, the actions of the governing body remain valid.

4. **Quorum**. A member who participates in the meeting by electronic means counts for purposes of meeting a quorum requirement. For a meeting to be valid, at least one-third (1/3) of the members of the governing body must be physically present.

5. **Voting**. Roll call voting is required at a meeting where any member participates electronically.

6. **Meeting Minutes**. For meetings at which one or more members participate by electronic means, the minutes of the meeting must include the following:

a. List of which members were physically present, which were absent, and which participated electronically;

b. Identify the electronic means used by members who participated electronically; and

c. Except for executive sessions, identify the electronic means by which the public was permitted to attend and observe the meeting.

7. **Policy Questions**. Questions or matters of clarification concerning any statements contained in this Policy document should be directed to the City Attorney.

RESOLUTION NO. 02-2025
A RESOLUTION OF
THE CITY OF WESTFIELD REDEVELOPMENT COMMISSION
REGARDING GRANT FOR LAND ACQUISITION

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

WHEREAS, the City of Westfield Redevelopment Commission (the "**Commission**") is a governmental entity created and authorized to administer certain redevelopment activities within the City; and

WHEREAS, Steven R. Roberts owns or controls the real estate generally located at 1313 East 191st Street, Westfield, Indiana 46074, as more particularly identified on Exhibit A, attached hereto and incorporated herein by reference (collectively, the "**Real Estate**"); and

WHEREAS, the Commission has targeted the Real Estate as an area for redevelopment; and

WHEREAS, pursuant to Indiana Code 36-7-14-12.2(25), the Commission may provide financial assistance (including grants and loans) to neighborhood development corporations to permit them to "construct, rehabilitate, or repair commercial property within the district"; and

WHEREAS, Downtown Westfield Community Development Corporation ("**DWCDC**") is a nonprofit corporation organized and operating pursuant to the provisions of the Indiana Nonprofit Act of 1991, as amended, Indiana Code 23-17; and

WHEREAS, DWCDC is a "neighborhood development corporation" for purposes of Indiana Code 36-7-14-12.2(25); and

WHEREAS, the Real Estate is within the "district" for purposes of Indiana Code 36-7-14-12.2(25); and

WHEREAS, the Commission has determined that, to the extent DWCDC determines that it is in the best interests of DWCDC and the City to acquire the Real Estate for the ultimate purpose of constructing, rehabilitating, and/or repairing the same, it is now in the best interests of the Commission to enter into an agreement (the "**Grant Agreement**") with DWCDC pursuant to which the Commission will make a grant to DWCDC in an amount not to exceed $100,000.00 for the acquisition of the Real Estate for the ultimate purpose of constructing, rehabilitating, and/or repairing the same, as authorized by Indiana Code 36-7-14-12.2 and other applicable law.

NOW, THEREFORE, BE IT HEREBY RESOLVED by the Commission that:

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

2. The Commission, to the extent DWCDC determines that it is in the best interests of DWCDC and the City to acquire the Real Estate for the ultimate purpose of constructing, rehabilitating, and/or repairing the same, will execute and deliver the Grant Agreement, which Grant Agreement shall include such other terms, and be otherwise in a form, approved by, and satisfactory to, the President and Executive Director of the Commission, which approval and satisfaction shall be conclusively evidenced by the execution and delivery thereof by the President, Vice President, Secretary, and/or Executive Director of the Commission.

3. The Commission will execute and deliver such instruments, certificates, and other agreements and documents, and perform and observe such other actions, covenants, and obligations, as necessary or desirable in connection with the Grant Agreement.

4. Each agreement, instrument, certificate, and other document contemplated by this Resolution to be executed and delivered by the Commission shall be in a form approved by, and satisfactory to, the President and Executive Director of the Commission, which approval and satisfaction shall be conclusively evidenced by the execution and delivery thereof by the President, Vice President, Secretary, and/or Executive Director of the Commission.

5. The President and Executive Director of the Commission are authorized to execute and deliver all of the agreements, instruments, certificates, and other documents contemplated by this Resolution to be executed and delivered by the Commission. In the absence of the President and/or Executive Director, the Vice President and/or Secretary of the Commission shall be authorized to execute and deliver any or all of the agreements, instruments, certificates, and other documents contemplated by this Resolution to be executed and delivered by the Commission. The President, Executive Director, Vice President, and/or Secretary are further authorized take all other lawful actions necessary in connection with the Grant Agreement and the other matters contemplated by this Resolution.

Adopted this 21st day of January, 2025.

CITY OF WESTFIELD
REDEVELOPMENT COMMISSION

President — Joseph Plankis

Vice President — Jon Dartt

Secretary Brian Tomamichel

Member Larry Kemper

Member Brian Pawlowski

EXHIBIT A

The Real Estate

Approximately 0.40 acres, being a portion of parcel number 29-05-25-000-054.002-025
Approximately 0.02 acre-easement for utilities

RESOLUTION NO. 03-2025
A RESOLUTION OF
THE CITY OF WESTFIELD REDEVELOPMENT COMMISSION
REGARDING AN INTERGOVERNMENTAL TRANSFER OF REAL PROPERTY INTEREST

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

WHEREAS, the City of Westfield Redevelopment Commission (the "**Commission**") is a governmental entity created and authorized to administer certain redevelopment activities within the City; and

WHEREAS, the Board of Public Works and Safety (the "**Board**") of the City holds real property of the City pursuant to Indiana Code 36-9-6-3 and is authorized to transfer such property to another governmental entity pursuant to Indiana Code 36-1-11-8; and

WHEREAS, the City owns or will own the real estate commonly known as 120 Camilla Court in Westfield, Indiana (the "**Real Estate**"), as more particularly described on Exhibit A attached here; and

WHEREAS, the City has determined that it is now in the best interests of the Commission and the City to transfer the Real Estate to the Commission under the terms and conditions set forth herein, as authorized by Indiana Code 36-7-14-12.2 and other applicable law; and

WHEREAS, the Commission has determined that it is now in the best interests of the Commission to acquire the Real Estate under the terms and conditions set forth herein, as authorized by Indiana Code 36-7-14-12.2 and other applicable law; and

WHEREAS, Indiana Code Section 36-1-11-8 authorizes the transfer of property between governmental entities upon terms and conditions agreed upon by the entities, as evidenced by the adoption of a substantially identical resolution by each entity; and

WHEREAS, it is anticipated that the Board will adopt a substantially identical resolution authorizing the transfer of the Real Estate from the City to the Commission.

NOW, THEREFORE, BE IT HEREBY RESOLVED by the City of Westfield Redevelopment Commission that:

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

2. The City will transfer the Real Estate to the Commission subject to the following provision:

    a. The transfer of the Real Estate shall be by limited warranty deed, and

the City shall execute all other usual and customary conveyance documents.

3. The parties shall take all steps necessary to effect the transfer of the Real Estate from the City to the Commission as provided herein. Such transfer shall take place at a time and date mutually agreed upon by the City and the Commission.

4. The Commission will execute and deliver such other agreements, instruments, certificates, and other documents, and perform and observe such other actions, covenants, and obligations, as necessary or desirable in connection with the transfer of the Real Estate.

5. Each agreement, instrument, certificate, and other document contemplated by this Resolution to be executed and delivered by the Commission shall be in a form approved by, and satisfactory to, the President and Executive Director of the Commission, which approval and satisfaction shall be conclusively evidenced by the execution and delivery thereof by the President, Vice President, Secretary, and/or Executive Director of the Commission.

6. The President and Executive Director of the Commission are authorized to execute and deliver all of the agreements, instruments, certificates, and other documents contemplated by this Resolution to be executed and delivered by the Commission. In the absence of the President and/or Executive Director, the Vice President and/or Secretary of the Commission shall be authorized to execute and deliver any or all of the agreements, instruments, certificates, and other documents contemplated by this Resolution to be executed and delivered by the Commission. The President, Executive Director, Vice President, and/or Secretary are further authorized take all other lawful actions necessary in connection with the transfer of the Real Estate and the other matters contemplated by this Resolution. A designee of the Commission shall record the limited warranty deed in the Office of the Recorder of Hamilton County, Indiana.

Adopted this 21st day of January, 2025.

CITY OF WESTFIELD
REDEVELOPMENT COMMISSION

President — Joseph Plankis

Vice President — Jon Dartt

Secretary

Brian Tomamichel

Member

Larry Kemper

Member

Brian Pawlowski

EXHIBIT A

The Real Estate

Lots Number Eleven (11) and Twelve (12) in Newby's First Addition to the Town of Westfield, Hamilton County, Indiana, as per plat thereof, recorded in Plat Book 2, page 63 in the Office of the Recorder of Hamilton County, Indiana.

ALSO: Out Lot "A" in Newby's Westfield Heights Addition to the Town of Westfield, Hamilton County, Indiana, as per plat thereof, recorded in Plat Book 2, pages 112-113 in the Office of the Recorder of Hamilton County, Indiana, EXCEPT: That portion of the following described real estate which falls within said Out Lot "A", to-wit: A part of the southeast quarter of Section 36, Township 19 North, Range 3 East and described as follows: Beginning at a point 16 feet West and 42 feet North of the Southwest comer of Lot 1 in Levi B. Bowman's Addition to the Town of Westfield, Hamilton County, Indiana, and go thence North 40 feet, West 40 feet, South 40 feet; thence East 40 feet to the place of beginning.

ALSO, Out Lot "B" in Newby's Westfield Heights Addition, Second Section, an Addition to the Town of Westfield, Hamilton County, Indiana, as per plat thereof, recorded in Plat Book 2, pages 124 through 127 in the office of the Recorder of Hamilton County, Indiana.

The above-described real estate is subject to the following:
Subject, however, to a 7.5 utility strip along west side of Lots 11 and 12 in Newby's First Addition; a 10 foot drainage and utility easement along the southwesterly side of Out Lot "A" and a 20 foot drainage and utility easement along the westerly side of Out Lot "B" all as shown on the respective plats; subject, also, to a Sewer Line Easement being 50 feet in width for construction purpose and 7.5 feet after said line is constructed on each side of the line, from Mary Ann Leas to the Town of Westfield, dated May 20, 1964, recorded May 22, 1964 in Miscellaneous Record 78, page 145. Subject, also, to the statutory easement for J. M. Thompson Legal Drain as located per records from the Hamilton County Surveyor's Office along the Westerly side of the above described real estate; subject, further, to all other legal easements and rights-of way.

RESOLUTION NO. 04-2025
A RESOLUTION OF
THE CITY OF WESTFIELD REDEVELOPMENT COMMISSION
REGARDING GRANT OF LAND TO
DOWNTOWN WESTFIELD COMMUNITY DEVELOPMENT CORPORATION

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

WHEREAS, the City of Westfield Redevelopment Commission (the "**Commission**") is a governmental entity created and authorized to administer certain redevelopment activities within the City; and

WHEREAS, the Commission owns or will own the real estate commonly known as 120 Camilla Court, Westfield, Indiana (the "**Real Estate**"), as more particularly described on Exhibit A attached here; and

WHEREAS, the Commission has targeted the Real Estate as an area for redevelopment; and

WHEREAS, pursuant to Indiana Code 36-7-14-12.2(25), the Commission may provide financial assistance (including grants and loans) to neighborhood development corporations to permit them to "construct, rehabilitate, or repair commercial property within the district"; and

WHEREAS, Downtown Westfield Community Development Corporation ("**DWCDC**") is a nonprofit corporation organized and operating pursuant to the provisions of the Indiana Nonprofit Act of 1991, as amended, Indiana Code 23-17; and

WHEREAS, DWCDC is a "neighborhood development corporation" for purposes of Indiana Code 36-7-14-12.2(25); and

WHEREAS, the Real Estate is within the "district" for purposes of Indiana Code 36-7-14-12.2(25); and

WHEREAS, DWCDC has determined that it is in the best interests of DWCDC and the City to acquire the Real Estate for the ultimate purpose of constructing, rehabilitating, and/or repairing the same; and

WHEREAS, the Commission has determined that it is now in the best interests of the Commission to enter into a grant agreement (the "**Grant Agreement**") with DWCDC pursuant to which the Commission will grant the Real Estate to DWCDC for the ultimate purpose of constructing, rehabilitating, and/or repairing the same, as authorized by Indiana Code 36-7-14-12.2 and other applicable law.

NOW, THEREFORE, BE IT HEREBY RESOLVED by the City of Westfield Redevelopment Commission that:

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

2. The Commission will execute and deliver the Grant Agreement, which Grant Agreement shall include such other terms, and be otherwise in a form, approved by, and satisfactory to, the President and Executive Director of the Commission, which approval and satisfaction shall be conclusively evidenced by the execution and delivery thereof by the President, Vice President, Secretary, and/or Executive Director of the Commission.

3. The Commission will execute and deliver such instruments, certificates, and other agreements and documents, and perform and observe such other actions, covenants, and obligations, as necessary or desirable in connection with the Grant Agreement.

4. Each agreement, instrument, certificate, and other document contemplated by this Resolution to be executed and delivered by the Commission shall be in a form approved by, and satisfactory to, the President and Executive Director of the Commission, which approval and satisfaction shall be conclusively evidenced by the execution and delivery thereof by the President, Vice President, Secretary, and/or Executive Director of the Commission.

5. The President and Executive Director of the Commission are authorized to execute and deliver all of the agreements, instruments, certificates, and other documents contemplated by this Resolution to be executed and delivered by the Commission. In the absence of the President and/or Executive Director, the Vice President and/or Secretary of the Commission shall be authorized to execute and deliver any or all of the agreements, instruments, certificates, and other documents contemplated by this Resolution to be executed and delivered by the Commission. The President, Executive Director, Vice President, and/or Secretary are further authorized take all other lawful actions necessary in connection with the Grant Agreement and the other matters contemplated by this Resolution.

Adopted this 21st day of January, 2025.

CITY OF WESTFIELD
REDEVELOPMENT COMMISSION

President

Joseph Plankis

Vice President Jon Dartt

Secretary Brian Tomamichel

Member Brian Pawlowski

Member Larry Kemper

EXHIBIT A

The Real Estate

Lots Number Eleven (11) and Twelve (12) in Newby's First Addition to the Town of Westfield, Hamilton County, Indiana, as per plat thereof, recorded in Plat Book 2, page 63 in the Office of the Recorder of Hamilton County, Indiana.

ALSO: Out Lot "A" in Newby's Westfield Heights Addition to the Town of Westfield, Hamilton County, Indiana, as per plat thereof, recorded in Plat Book 2, pages 112-113 in the Office of the Recorder of Hamilton County, Indiana, EXCEPT: That portion of the following described real estate which falls within said Out Lot "A", to-wit: A part of the southeast quarter of Section 36, Township 19 North, Range 3 East and described as follows: Beginning at a point 16 feet West and 42 feet North of the Southwest comer of Lot 1 in Levi B. Bowman's Addition to the Town of Westfield, Hamilton County, Indiana, and go thence North 40 feet, West 40 feet, South 40 feet; thence East 40 feet to the place of beginning.

ALSO, Out Lot "B" in Newby's Westfield Heights Addition, Second Section, an Addition to the Town of Westfield, Hamilton County, Indiana, as per plat thereof, recorded in Plat Book 2, pages 124 through 127 in the office of the Recorder of Hamilton County, Indiana.

The above-described real estate is subject to the following:
Subject, however, to a 7.5 utility strip along west side of Lots 11 and 12 in Newby's First Addition; a 10 foot drainage and utility easement along the southwesterly side of Out Lot "A" and a 20 foot drainage and utility easement along the westerly side of Out Lot "B" all as shown on the respective plats; subject, also, to a Sewer Line Easement being 50 feet in width for construction purpose and 7.5 feet after said line is constructed on each side of the line, from Mary Ann Leas to the Town of Westfield, dated May 20, 1964, recorded May 22, 1964 in Miscellaneous Record 78, page 145. Subject, also, to the statutory easement for J. M. Thompson Legal Drain as located per records from the Hamilton County Surveyor's Office along the Westerly side of the above described real estate; subject, further, to all other legal easements and rights-of way.