

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



**CITY OF WESTFIELD, IN**  
**Redevelopment Commission Meeting Agenda**

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**BOARD OR COMMISSION: Redevelopment Commission Meeting**  
**MEETING DATE: Monday, May 19, 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

**APPROVAL OF MINUTES**

Document: Minutes from April 21, 2025

**APPROVAL OF EXECUTIVE SESSION MEMORANDUM**

Document: Executive Session Memorandum from April 21, 2025

**FINANCIAL MATTERS**

**a. Clerk Treasurer's Reports**

Documents:

- Clerk Treasurer's Monthly (April) Report
- Clerk Treasurer's (April) Interest Income Report
- Clerk Treasurer's Legal & Municipal Advisors Report (April)

**b. Approval of Claims**

Document: Claims for May 19, 2025

**EXECUTIVE DIRECTOR REPORT**

**OLD BUSINESS**

**NEW BUSINESS**

**a. Action Item #1 - Amendment to Speck Dempsey Contract - Grand Park District  
Additional Services**

Documents: Amendment to Speck Dempsey Contract

**b. Action Item #2 - Resolution 17-2025 re: Amendments to Declaratory Resolution - East Side EDA and creation of the Park and Poplar Allocation Area**

Documents: Resolution 17-2025

**c. Action Item #3 - Resolution 18-2025 re: Union Square - Amendment and Restated Declaration**

Documents: Resolution 18-2025

**d. Action Item #4 - Resolution 19-2025 re: Park Street / Moyer Parcels - Accepting grant from the City**

Documents: Resolution 19-2025

**e. Action Item #5 - Resolution 20-2025 re: Park Street / Moyer Parcels - Grant to DWCDC**

Documents: Resolution 20-2025

**f. Action Item #6 - Resolution 21-2025 re: Craig Wood Parcel - Grant to DWCDC**

Documents: Resolution 21-2025

**g. Action Item #7 - Resolution 22-2025 re: Wood Wind Project Agreement**

Documents: Resolution 22-2025

**h. Action Item #8 - Resolution 23-2025 re: TIF Pass-Throughs**

Documents: Resolution 23-2025

**OTHER BUSINESS**

**a. Next Regular Meeting: Monday, June 16th, 2025, 6:00 PM**

**ADJOURNMENT**



**CITY OF WESTFIELD, IN**  
**Redevelopment Commission Meeting Minutes - 4/21/2025**  
**Monday, April 21, 2025 at 6:00 PM**

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**CALL TO ORDER**

**Attendance:**

President: Joe Plankis - Present  
Vice President: Jon Dartt - Virtual  
Secretary: Brian Tomamichel - Present  
Commissioner: Larry Kemper - Present  
Commissioner: Brian Pawlowski - Virtual (Partial Meeting)  
Commissioner: Carrie Larrison - Absent  
Executive Director: Jenell Fairman - Present  
Office Administrator: David Brock - Present  
Legal Counsel Wallack Somers & Haas, P.C. : Ryan Wilmering - Present  
Legal Counsel Wallack Somers & Haas, P.C. : Adam Collins - Present  
Legal Counsel Barnes & Thornburg LLP : Dustin Meeks - Present  
Municipal Advisor Bondry Consulting: Oscar Gutierrez - Present  
Municipal Advisor Bondry Consulting: 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 6:17 PM.

**b. Pledge of Allegiance**

The Pledge of Allegiance was recited.

**APPROVAL OF MINUTES**

**Document: Minutes from March 17, 2025**

March 17, 2025, minutes were presented.

Motion to Approve: Brian Tomamichel  
Seconded: Larry Kemper

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

Motion Determination: Passed

**APPROVAL OF EXECUTIVE SESSION MEMORANDUM**

**Document: Executive Session Memorandum from March 17, 2025**

March 17, 2025, Executive Session Memorandum was presented.

Motion to Approve: Brian Tomamichel  
Seconded: Brian Pawlowski

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

Motion Determination: Passed

**FINANCIAL MATTERS**

## **a. Clerk Treasurer's Reports**

### **Documents:**

- **Clerk Treasurer's Monthly (March) Report**
- **Clerk Treasurer's (March) Interest Income Report**
- **Clerk Treasurer's Legal & Municipal Advisors Report (March)**

The Clerk Treasurer was unable to attend the meeting. The commissioners will follow up with the Clerk Treasurer with any questions.

## **b. Approval of Claims**

### **Document: Claims for April 21, 2025**

Motion: Approve

By: Larry Kemper

Seconded: Brian Tomamichel

Yes: Joe Plankis, Jon Dartt, Brian Tomamichel, Larry Kemper, Brian Pawlowski

No: None

Abstain: None

Motion Determination: Passed

## **EXECUTIVE DIRECTOR REPORT**

Executive Director Jenell Fairman presented an overview of project updates, including Union Square, and Ambrose on Main.

Executive Director Fairman also presented an overview of the new Wood Wind EDA and Wood Wind Golf Course improvements along with new golf holes to be installed.

## **OLD BUSINESS**

## **NEW BUSINESS**

### **a. Public Hearing on the Adoption of Declaratory Resolution for Grand Junction EDA and Ambrose TIF Allocation Area**

Public Meeting Open: 6:52 PM

Public Meeting Close: 6:53 PM

No in-person, email, or remote requests to speak before the Commission were received.

### **b. Action Item #1 - Resolution 11-2025 re: Confirmatory Resolution - Grand Junction EDA and Ambrose TIF Allocation Area**

#### **Documents: Resolution 11-2025**

Dustin Meeks with Barnes and Thornburg LLP presented the confirmatory resolution, which includes updates to the Grand Junction EDA by adding parcels within the River Districts and a new allocation area for the Ambrose on Main project.

Motion to Approve: Brian Tomamichel

Seconded: Joe Plankis

Yes: Joe Plankis, Jon Dartt, Brian Tomamichel, Larry Kemper

No: None

Abstain: None

Motion Determination: Passed

### **c. Action Item #2 - Resolution 12-2025 re: Amendments to Declaratory Resolution - Wheeler Landing**

#### **Documents: Resolution 12-2025**

Rachel Baker, Redevelopment Manager with the City of Westfield, explained that the intention of this resolution was to do some

administrative cleanup with Hamilton County in order to get two parcels in the same allocation area. She worked with legal council and municipal advisor to take care of that cleanup with the County without having to go through the four-step approval process. This resolution is no longer needed and was official tabled per President Plankis.

#### **d. Action Item #3 - Resolution 13-2025 re: Declaratory Resolution - Wood Wind EDA and Rivinia, Wood Wind, and Kimblewick TIF Allocation Areas**

**Documents: Resolution 13-2025, Economic Development Plan**

Dustin Meeks with Barnes and Thornburg LLP presented the resolution, which includes the creation of the new Wood Wind EDA and new allocation areas for Rivinia, Wood Wind, and Kimblewick.

Motion to Approve: Brian Tomamichel  
Seconded: Brian Pawlowski

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

Motion Determination: Passed

#### **e. Action Item #4 - Resolution 14-2025 re: TIF Pledge - Ambrose on Main**

**Documents: Resolution 14-2025**

Executive Director Jenell Fairman presented an overview of the resolution. This is confirming tax increment revenues to the payment of economic development revenue bonds for the Ambrose on Main project.

Motion to Approve: Larry Kemper  
Seconded: Brian Tomamichel

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

Motion Determination: Passed

#### **f. Public Hearing on the Execution of Lease - Grand Park District Projects**

Public Meeting Open: 7:06 PM  
Public Meeting Close: 7:07 PM

#### **g. Action Item #5 - Resolution 15-2025 re: Approving Execution of Lease - Grand Park District Projects**

**Documents: Resolution 15-2025**

Dustin Meeks with Barnes and Thornburg LLP presented the resolution approving the execution of lease for bonds which would be associated with the purchase of the Craig Wood parcels with remaining bond funds to be used for the development of a public parking garage located south of the proposed hotel location in the Grand Park District.

Motion to Approve: Larry Kemper  
Seconded: Joe Plankis

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

Motion Determination: Passed

#### **h. Action Item #6 - Resolution 16-2025 re: Authorizing use of BOT Statute**

**Documents: Resolution 16-2025**

Adam Collins with Wallack Somers & Haas presented the resolution adopting the Indiana Code § 5-23 authorizing the use of BOT (build-operate-transfer) for future projects.

Motion to Approve with a change in language in paragraph 5 from "City" to "Commission" by: Joe Plankis  
Seconded: Larry Kemper

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

Motion Determination: Passed

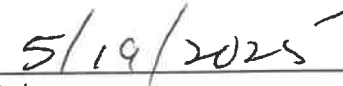
**OTHER BUSINESS**

**a. Next Regular Meeting: Monday, May 19th, 2025, 6:00 PM**

**ADJOURNMENT**

The Commission adjourned the meeting at 7:15 PM

  
\_\_\_\_\_  
Joe Plankis, RDC President

  
\_\_\_\_\_  
Date



**Executive Session Memorandum**  
**City of Westfield Redevelopment Commission**  
**April 21, 2025**

**MEMBERS PRESENT:** Joe Plankis, 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 5:16 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 5:58 PM.

  
\_\_\_\_\_  
Joe Plankis, RDC President

Absent  
\_\_\_\_\_  
Brian Tomamichel, Secretary

**Summary of Fund Cash & Investment Balances-April 2025**

Fund No.-Name	Description	April Beginning Balance		Claims Approved & Applied	Investment	April Ending Balances
244-RDC Capital Fund		\$ 3,637,762.78				
	MIBOR Donation		\$5,000			
	Wallack Summer & Haas			\$ (23,355.43)		
	GangGang			\$ (6,666.00)		
	American Structurepoint			\$ (19,800.00)		
	Barnes & Thornburg LLP			\$ (5,171.30)		
	Hamilton County Reporter			\$ (141.03)		
	CL Coonrod and Co			\$ (2,678.00)		
	LVR International			\$ (1,912.50)		
	Near North Title Group			\$ (158.00)		
	Taft Stettinius & Hollister			\$ (6,104.50)		
	Total of 244	\$ 3,637,762.78	\$5,000	\$ (65,986.76)		\$ 3,576,776.02
266-GF Capital Projects		\$ 15,091,982.00				
266018474	Envoy Construction			\$ (584,664.00)		
	Total of 266	\$ 15,091,982.00		\$ (584,664.00)		\$ 14,507,318.00
			Revenue	Expense		
301-Eastside		\$ 50,798.35			\$ 1,300,000.00	\$ 1,350,798.35
302-Aurora		\$ 242,855.62			\$ 500,000.00	\$ 742,855.62
303-Lantern Commons		\$ -			\$ -	\$ -
304-Southside		\$ -			\$ -	\$ -
305-Grand Juntion		\$ 880,681.74			\$ 1,000,000.00	\$ 1,880,681.74
306-Osborne Trails		\$ (18,156.19)			\$ 400,000.00	\$ 381,843.81
309-Eagletown		\$ 19,120.44			\$ 800,000.00	\$ 819,120.44
310-SEP		\$ 180,355.01			\$ -	\$ 180,355.01
311-Spring Mill Centre		\$ -			\$ -	\$ -
316-Mainstreet		\$ 36,962.64			\$ 650,000.00	\$ 686,962.64
317-146th Street		\$ 16,800.61			\$ 3,750,000.00	\$ 3,766,800.61
318-Gigabit		\$ (0.02)			\$ -	\$ (0.02)
319-Spring Mill Station		\$ 471,576.41		\$ -	\$ 2,800,000.00	\$ 3,271,576.41
324-Eagletown DSR		\$ -			\$ -	\$ -
327-Union Square		\$ 28,359.53			\$ -	\$ 28,359.53
328-Wheeler Landing		\$ 2,466.71		\$ (2,500.00)		
				\$ (2,500.00)		
				\$ (5,000.00)		\$ (2,533.29)
Sutotal of TIF-Cash		\$ 1,911,820.85				\$ 13,106,820.85
Total Cash & Investment		\$ 17,003,802.85		\$ (655,650.76)	\$ 11,200,000.00	\$ 27,548,152.09

2024 Applied & Reinvested Interest		2025 Interest Income-March													Life-to-Date Interest (2023- 2024) Only	
		Fund No.-Name	Income	January	February	March	April	May	June	July	August	September	October	Novmeber		December
301-Eastside	\$ 7,012.33			\$ 4,756.78	\$ 4,744.36										\$ 9,501.14	\$ 16,717.53
302-Aurora	\$ 26,627.75	\$ 1,993.53	\$ 2,358.94	\$ 1,829.53	\$ 1,824.75										\$ 8,006.75	\$ 29,993.71
303-Lantern Commons																
304-Southside																
305-Grand Juntion	\$ 17,530.86			\$ 3,659.06	\$ 3,649.51										\$ 7,308.57	\$ 53,041.79
306-Osborne Trails				\$ 1,463.62	\$ 1,459.80										\$ 2,923.42	
309-Eagletown	\$ 5,259.23			\$ 2,927.25	\$ 2,919.61										\$ 5,846.86	\$ 38,301.78
310-SEP																
311-Spring Mill Centre																
316-Mainstreet	\$ 5,200.60			\$ 2,378.39	\$ 2,372.18										\$ 4,750.57	\$ 24,554.90
317-146th Street	\$ 159,771.88	\$ 11,961.16	\$ 14,153.61	\$ 13,721.46	\$ 13,685.66										\$ 53,521.89	\$ 187,821.59
318-Gigabit																
319-Spring Mill Station	\$ 92,221.14	\$ 6,379.29	\$ 7,548.59	\$ 10,245.37	\$ 10,218.63										\$ 34,391.88	\$ 109,050.96
324-Eagletown DSR	\$ 4,818.13	\$ 1,312.77	\$ 1,182.93	\$ 1,304.56	\$ 1,262.46										\$ 5,062.72	\$ 4,818.13
327-Union Square																
328-Wheeler Landing																
Total Interest from TIF Investments		\$ 21,646.75	\$ 25,244.07	\$ 42,286.02	\$ 42,136.96										\$ 131,313.80	\$ 464,300.39

Docket Date	Vendor	Fund No.	Amount
1/16/2025	Wallack Somers & Haas	244	\$ 35,096.00
1/16/2025	Barnes & Thornburg	244	\$ 1,948.50
1/16/2025	Taft Stettinius & Hollister	305	\$ 159,387.35
2/12/2025	Wallack Somers & Haas	244	\$ 38,805.00
2/12/2025	Taft Stettinius & Hollister	244	\$ 5,567.00
2/12/2025	Taft Stettinius & Hollister	305	\$ 24,153.00
3/12/2025	Wallack Somers & Haas	244	\$ 25,809.50
3/12/2025	Barnes & Thornburg	244	\$ 2,730.00
3/12/2025	Taft Stettinius & Hollister	244	\$ 10,004.00
4/17/2025	Wallack Somers & Haas	244	\$ 23,355.43
4/17/2025	Barnes & Thornburg	244	\$ 5,171.30
4/17/2025	Taft Stettinius & Hollister	244	\$ 6,104.50
<b>Total-Legal</b>			<b>\$ 338,131.58</b>

2/12/2025	Bondry Management Consulting	244	\$ 20,000.00
4/17/2025	CL Coonrod LLC	244	\$ 2,678.00
<b>Total-Municipal Advisor</b>			<b>\$ 22,678.00</b>

<b>Grand Total</b>			<b>\$ 360,809.58</b>
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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.

May 19, 2025

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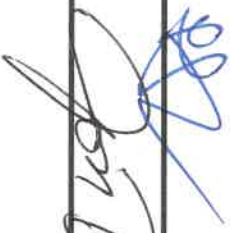

Fiscal Officer

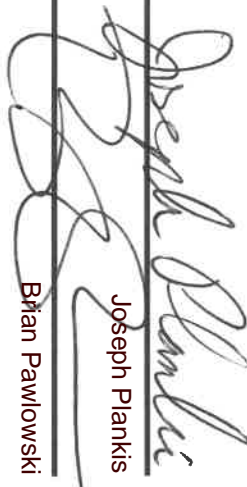

ALLOWANCE OF ACCOUNTS PAYABLE VOUCHERS

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 \$3,986,947.91 and pending director approval such accounts payables are hereby allowed in the total amount of \$0.

Dated this 19 day of May, 2025

  
\_\_\_\_\_  
Larry Kemper  
  
\_\_\_\_\_  
Jon Dartt

  
\_\_\_\_\_  
Joseph Plankis  
  
\_\_\_\_\_  
Brian Pawlowski

\_\_\_\_\_  
Absent  
\_\_\_\_\_  
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: 04/18/25..05/13/25

5/13/2025 4:15 PM

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WESTFIELDDTOLLEY

Buy-From Vendor No.	Buy-From Vendor Name	Invoice No.	Date	G/L Acct.	G/L Account Name	Description	Amount	Check No.	Check Date
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Fund No. Fund Name									
244 Redevelopment District Capital									
RDC									
VEN011892	DW/CDC	APP127120	4/22/2025	244018474	REDEVELOP DISTRICT	Portal Diabetes Project	100,000.00	500001148	4/22/2025
VEN011840	C L Coontod and Co	APP127772	5/13/2025	244018349	REDEVELOP DISTRICT	Filing the 2024 Entity Annual	281.00		
VEN012262	GANGGANG	APP127773	5/13/2025	244018349	REDEVELOP DISTRICT	April services	6,666.00		
VEN012049	August Mack Environmental Inc	APP127774	5/13/2025	244018349	REDEVELOP DISTRICT	Envir Site Assessment	2,300.00		
VEN011751	Wallack Somers and Haas PC	APP127775	5/13/2025	244018330	REDEVELOP DISTRICT	Ambrose	110.00		
VEN011751	Wallack Somers and Haas PC	APP127775	5/13/2025	244018330	REDEVELOP DISTRICT	BW Jersey	330.00		
VEN011751	Wallack Somers and Haas PC	APP127775	5/13/2025	244018330	REDEVELOP DISTRICT	Camilla	440.00		
VEN011751	Wallack Somers and Haas PC	APP127775	5/13/2025	244018330	REDEVELOP DISTRICT	April services	1,595.00		
VEN011751	Wallack Somers and Haas PC	APP127775	5/13/2025	244018330	REDEVELOP DISTRICT	April services	7,205.00		
VEN011751	Wallack Somers and Haas PC	APP127775	5/13/2025	244018330	REDEVELOP DISTRICT	April services	2,860.00		
VEN011751	Wallack Somers and Haas PC	APP127775	5/13/2025	244018330	REDEVELOP DISTRICT	Gr Millien	1,079.63		
VEN011751	Wallack Somers and Haas PC	APP127775	5/13/2025	244018330	REDEVELOP DISTRICT	Gr Park	1,430.00		
VEN011751	Wallack Somers and Haas PC	APP127775	5/13/2025	244018330	REDEVELOP DISTRICT	Gr Park S	220.00		
VEN011751	Wallack Somers and Haas PC	APP127775	5/13/2025	244018330	REDEVELOP DISTRICT	Ham Cross	330.00		
VEN011751	Wallack Somers and Haas PC	APP127775	5/13/2025	244018330	REDEVELOP DISTRICT	Ice Fac	4,400.00		
VEN011751	Wallack Somers and Haas PC	APP127775	5/13/2025	244018330	REDEVELOP DISTRICT	Jaffe	55.00		
VEN011751	Wallack Somers and Haas PC	APP127775	5/13/2025	244018330	REDEVELOP DISTRICT	Lantern	55.00		
VEN011751	Wallack Somers and Haas PC	APP127775	5/13/2025	244018330	REDEVELOP DISTRICT	McClure	110.00		
VEN011751	Wallack Somers and Haas PC	APP127775	5/13/2025	244018330	REDEVELOP DISTRICT	Park St	715.00		
VEN011751	Wallack Somers and Haas PC	APP127775	5/13/2025	244018330	REDEVELOP DISTRICT	Physio	55.00		
VEN011751	Wallack Somers and Haas PC	APP127775	5/13/2025	244018330	REDEVELOP DISTRICT	Regal	110.00		
VEN011751	Wallack Somers and Haas PC	APP127775	5/13/2025	244018330	REDEVELOP DISTRICT	Towne Run	220.00		
VEN011751	Wallack Somers and Haas PC	APP127775	5/13/2025	244018330	REDEVELOP DISTRICT	Union	3,025.00		
VEN005897	Hamilton County Reporter	APP127776	5/13/2025	244018349	REDEVELOP DISTRICT	WoodWind	385.00		
VEN005661	Barnes and Thornburg LLP	APP127777	5/13/2025	244018330	REDEVELOP DISTRICT	GJRN Ec Dev area	43.39		
VEN005661	Barnes and Thornburg LLP	APP127777	5/13/2025	244018330	REDEVELOP DISTRICT	March services	390.00		
VEN005661	Barnes and Thornburg LLP	APP127777	5/13/2025	244018330	REDEVELOP DISTRICT	March services	390.00		
VEN011870	LVR International	APP127778	5/13/2025	244018349	REDEVELOP DISTRICT	March services	3,925.00		
VEN011870	LVR International	APP127778	5/13/2025	244018349	REDEVELOP DISTRICT	Park and Poplar	168.75		
VEN011870	LVR International	APP127778	5/13/2025	244018349	REDEVELOP DISTRICT	Union Square	2,703.75		
VEN011870	LVR International	APP127778	5/13/2025	244018349	REDEVELOP DISTRICT	Jersey St	112.50		
VEN011870	LVR International	APP127778	5/13/2025	244018349	REDEVELOP DISTRICT	District Restaurant	168.75		

**Purchase Invoice Register**

City of Westfield  
 Report Date Range: 04/18/25..05/13/25

5/13/2025 4:15 PM  
 Page 2 of 3  
 WESTFIELD\DOTOLLEY

Buy-From Vendor No.	Buy-From Vendor Name	Invoice No.	Date	G/L Acct.	G/L Account Name	Description	Amount	Check No.	Check Date
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**Fund No. Fund Name**  
**244 Redevelopment District Capital**

RDC									
VEN005897	Hamilton County Reporter	APP127779	5/13/2025	244018349	REDEVELOP DISTRICT	Hearing	43.39		
VEN012410	Katelyn Wimeroski	APP127780	5/13/2025	244018349	REDEVELOP DISTRICT	Canvas Art Install	500.00		
VEN001881	Taft Stettinius and Hollister	APP127781	5/13/2025	244018330	REDEVELOP DISTRICT	March services	1,498.50		
VEN001881	Taft Stettinius and Hollister	APP127782	5/13/2025	244018330	REDEVELOP DISTRICT	March services	1,877.00		
VEN011754	Bondry Management Consulting LLC	APP127783	5/13/2025	244018349	REDEVELOP DISTRICT	RDC report	27,000.00		
VEN011754	Bondry Management Consulting LLC	APP127783	5/13/2025	244018349	REDEVELOP DISTRICT	Ambrose	5,000.00		
VEN011754	Bondry Management Consulting LLC	APP127783	5/13/2025	244018349	REDEVELOP DISTRICT	Woodwind	5,000.00		
VEN011754	Bondry Management Consulting LLC	APP127783	5/13/2025	244018349	REDEVELOP DISTRICT	Feasibility	5,000.00		
VEN012411	Indy Auto Graphics	APP127784	5/13/2025	244018474	REDEVELOP DISTRICT	Grand Millennium IndyGo Bus full wrap	5,050.00		
<b>Subtotal for RDC</b>							<b>197,847.56</b>		
<b>Subtotal for Fund 244 Redevelopment District Capital</b>							<b>197,847.56</b>		

**Fund No. Fund Name**  
**266 Capital Projects**

RDC									
VEN012402	Daniel Duffer	APP127118	4/22/2025	266018474	CAPITAL PROJECT-	204 Jersey St	720,000.00	80669	4/29/2025
VEN012403	Compound Maple LLC	APP127119	4/22/2025	266018474	CAPITAL PROJECT-	330 Jersey St	900,000.00	80668	4/29/2025
VEN012366	Envoy Construction Services LLC	APP127485	5/6/2025	266018474	CAPITAL PROJECT-	Westfield Fire Station 84	634,600.25	80850	5/13/2025
<b>Subtotal for RDC</b>							<b>2,254,600.25</b>		
<b>Subtotal for Fund 266 Capital Projects</b>							<b>2,254,600.25</b>		

**Fund No. Fund Name**  
**309 Eagletown TIF**

RDC									
VEN000920	Huntington National Bank	APP127786	5/13/2025	309018131	EAGLETOWN TIF BOND -	2023 Bond	400,000.00		
<b>Subtotal for RDC</b>							<b>400,000.00</b>		
<b>Subtotal for Fund 309 Eagletown TIF</b>							<b>400,000.00</b>		

**Purchase Invoice Register**

City of Westfield  
 Report Date Range: 04/18/25..05/13/25

5/13/2025 4:15 PM  
 Page 3 of 3  
 WESTFIELD/DTOLLEY

Buy-From Vendor No.	Buy-From Vendor Name	Invoice No.	Date	GL Acct.	GL Account Name	Description	Amount	Check No.	Check Date
Fund No. 316	Main St TIF 2011B								
RDC									
VEN000920	Huntington National Bank	APP127786	5/13/2025	316018131	MAINSTREET TIF-TSF	2023 Bond	400,000.00		
Subtotal for RDC							400,000.00		
Subtotal for Fund 316 Main St TIF 2011B							400,000.00		
Fund No. 317	146th St TIF								
RDC									
VEN000920	Huntington National Bank	APP127786	5/13/2025	317018131	146TH ST TIF-TSF	2023 Bond	401,000.00		
Subtotal for RDC							401,000.00		
Subtotal for Fund 317 146th St TIF							401,000.00		
Fund No. 319	Spring Mill Sta TIF								
RDC									
VEN0008527	BOK Financial	APP127567	5/6/2025	319018131	SPRINGMILL STA TIF-TSF	LR 2022 Series	305,140.47		
Subtotal for RDC							305,140.47		
Subtotal for Fund 319 Spring Mill Sta TIF							305,140.47		
Fund No. 327	Union Square TIF								
RDC									
VEN0008527	BOK Financial	APP127567	5/6/2025	327018131	UNION SQUARE TIF-TSF	LR 2022 Series	28,359.53		
Subtotal for RDC							28,359.53		
Subtotal for Fund 327 Union Square TIF							28,359.53		
Posted Invoices Total							3,986,947.91		

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

## Debra Tolley

---

**From:** Kerri Gagnon  
**Sent:** Tuesday, April 22, 2025 9:07 AM  
**To:** Debra Tolley  
**Subject:** FW: RDC transfer to DWCDC  
**Attachments:** RDC Resolution 26-2024 - Portal Diabetes Project Agreement (signed).pdf; Huntington DWCDCorp\_ACHVerificationLetter.pdf

Please enter in NAV



**KERRI GAGNON**  
Chief Deputy CPFIM, CMC, IAMC  
Clerk Treasurer  
317-804-3021

[www.westfield.in.gov](http://www.westfield.in.gov)  
130 Penn Street, Westfield IN 46074

[Send Me a File](#)  
[What's Building Here?](#)  
[What's Happening Here?](#)

**From:** Marla Ailor <[mailor@westfield.in.gov](mailto:mailor@westfield.in.gov)>  
**Sent:** Monday, April 21, 2025 4:21 PM  
**To:** Kerri Gagnon <[kgagnon@westfield.in.gov](mailto:kgagnon@westfield.in.gov)>; Micha Farrar <[mfarrar@westfield.in.gov](mailto:mfarrar@westfield.in.gov)>  
**Subject:** FW: RDC transfer to DWCDC

Please attend to this first thing in the morning.  
Thank you,



**MARLA AILOR**  
ACPFIM, Clerk  
Treasurer  
317-804-3029

[www.westfield.in.gov](http://www.westfield.in.gov)  
130 Penn Street,  
Westfield IN 46074

[Send Me a File](#)  
[What's Building Here?](#)  
[What's Happening Here?](#)

**From:** Rachel Baker <[rbaker@westfield.in.gov](mailto:rbaker@westfield.in.gov)>  
**Sent:** Monday, April 21, 2025 9:48 AM  
**To:** Micha Farrar <[mfarrar@westfield.in.gov](mailto:mfarrar@westfield.in.gov)>; Marla Ailor <[mailor@westfield.in.gov](mailto:mailor@westfield.in.gov)>  
**Cc:** Jenell Fairman, PE, LEED AP <[jfairman@westfield.in.gov](mailto:jfairman@westfield.in.gov)>; Claire Gelinias <[cgelinas@westfield.in.gov](mailto:cgelinas@westfield.in.gov)>  
**Subject:** RDC transfer to DWCDC

Good morning,

Could you please process the following transfer authorized by the resolution attached? See information below, please let me know if you need anything additional:

- ACH Info: See attached
- RDC Resolution 26-2024: See attached
- Amount: \$100,000.00
- Account 244-018-474



**RACHEL BAKER**

Redevelopment  
Manager  
Economic  
Development  
317-391-9773

[www.westfield.in.gov](http://www.westfield.in.gov)

2728 E 171st St.,  
Westfield IN 46074

[Send Me a File](#)  
[What's Building Here?](#)  
[What's Happening Here?](#)

**RESOLUTION NO. 26-2024**  
**A RESOLUTION OF**  
**THE CITY OF WESTFIELD REDEVELOPMENT COMMISSION**  
**REGARDING PORTAL DIABETES PROJECT AGREEMENT**

**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**, Portal Diabetes Inc. and/or its affiliate (“Developer”), owns or controls the real estate located at 16803 Southpark Drive, Westfield, Indiana (the “Project Site”); and

**WHEREAS**, Developer has proposed developing and/or redeveloping the Project Site as a medical technology manufacturing, laboratory, and development facility and related improvements (collectively, the “Project”); and

**WHEREAS**, Developer has committed to certain jobs, wage, and investment targets in connection with the Project, as more particularly set forth on Exhibit A attached hereto and incorporated herein by reference (collectively, the “Project Targets”), and accordingly has requested assistance toward the construction and/or rehabilitation of the Project and/or the Project Site; and

**WHEREAS**, Developer has acknowledged and represented to the Commission that the Project would not be constructed and completed but for such assistance; 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 Project Site 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 assist the Commission in the redevelopment of the Project Site, it is now in the best interests of the Commission to enter into: (a) an agreement

(the "Project Agreement") with Developer pursuant to which: (i) the Commission will coordinate with DWCDC a grant to Developer in an amount not to exceed \$100,000.00 to construct and/or rehabilitate the Project and/or the Project Site; (ii) Developer will: (A) construct and complete the Project; and (B) commit to the Project Targets; and (b) an agreement (the "Grant Agreement") with DWCDC pursuant to which: (i) DWCDC, in coordination with the Commission and consistent with the Project Agreement, will make a grant to Developer in an amount not to exceed \$100,000.00 to construct and/or rehabilitate the Project and/or the Project Site; and (ii) the Commission will provide one or more grants (the "Grants") to DWCDC in a total amount up to the amount granted by DWCDC to Developer, payable and/or reimbursable from the tax increment received by the Commission from the Project and the Project Site or other eligible funds of the Commission; all 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, to the extent DWCDC determines that it is in the best interests of DWCDC and the City to assist the Commission in the redevelopment of the Project Site, will execute and deliver the Grant Agreement and the Project Agreement, which Project Agreement shall: (a) provide for: (i) the Commission's coordination with DWCDC of a grant to Developer in an amount not to exceed \$100,000.00 to construct and/or rehabilitate the Project and/or the Project Site; and (ii) Developer's: (A) construction and completion of the Project; and (B) commitment to the Project Targets; and (b) 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 Project Agreement and/or 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 Project Agreement, the Grant Agreement, and the other matters contemplated by this Resolution.

Adopted this 16<sup>th</sup> day of September, 2024.

**CITY OF WESTFIELD  
REDEVELOPMENT COMMISSION**

  
\_\_\_\_\_  
President Joseph Plankis

\_\_\_\_\_  
Absent  
Vice President Jon Dartt

  
\_\_\_\_\_  
Secretary Brian Tomamichel

  
\_\_\_\_\_  
Member Larry Kemper

\_\_\_\_\_  
Absent  
Member Brian Pawlowski

## EXHIBIT A

### Project Targets

- 35 new employees in Year 4 with average wages of \$65/hour, exclusive of benefits
- Anticipated investment:
  - \$775,000 in Building Improvements
  - \$3,298,500 in Personal Property
  - \$4,073,500 in Total Investment, excluding lease payments

# Invoice



3850 Priority Way South Drive  
Suite 225  
Indianapolis, Indiana 46240  
317-844-4450  
coonrodcpa.com

*Certified Public Accountants. Governmental Accounting and Budgeting*

Westfield Redevelopment Commission  
2728 E 171st Street  
Westfield, IN 47074

**Invoice Number**  
24190

**Payment Due Date**  
6/12/2025

4/30/2025

Date	Provider	Service Provided	Description	Hours	Rate	Amount
4/14/2025	Parker	DWCDC	DWCDC - Filing the 2024 Entity Annual Report in Gateway	1.00	281.00	281.00

<b>Total amount of this invoice.</b>	\$281.00
<b>Payments received.</b>	\$2,678.00
<b>Previous balance.</b>	\$2,678.00
<b>Total amount due.</b>	<u>\$281.00</u>



# INVOICE

**TO**  
**City of Westfield**  
**Attn: David Brock**  
2728 E. 171st Street  
Indianapolis, Indiana 46074

DESCRIPTION	AMOUNT
<b>April Contracted Services:</b> <ul style="list-style-type: none"><li>Phase 2 - Centering Beauty, Equity + Culture</li></ul>	<b>\$6,666</b>
Please make all checks payable to: GANGGANG	
<b>TOTAL</b>	<b>\$6,666</b>

Invoice #**2293**  
Date: **5.12.2025**  
Net Terms: **NET30**

GANGGANG  
Phone: 317-439-4090  
Email: [finance@ganggangculture.com](mailto:finance@ganggangculture.com)

**Please remit checks to:**  
GANGGANG  
615 N Alabama Street Ste 300  
Indianapolis, IN 46204

244-018-349  
Project Code 24012



1302 N. Meridian St., Suite 300  
Indianapolis, IN 46202  
ph: 317.916.8000  
www.augustmack.com

Jenell Fairman  
Westfield Redevelopment Commission  
2728 E 171st Street  
Westfield, IN 46074

May 08, 2025  
Project No: JZ0834.710  
Invoice No: 87200  
Due Date: June 22, 2025

Phase I Environmental Site Assessment  
Westfield Boulevard and West Main Street  
Westfield, Indiana 46074

Professional Services:  
Fees associated with August Mack's authorized proposal No. JZ0834.710

**Final Invoice** **\$2,300.00**

**TO PAY VIA ACH/WIRE SEE INSTRUCTIONS BELOW:**

Bank Name: National Bank of Indianapolis  
City/State: Indianapolis, IN  
ABA#: 074006674  
Account #: 1228808  
Account Name: August Mack Environmental, Inc.  
Please Reference Invoice Number  
US Dollar Account Only  
Please forward remittance advice to [accountsreceivable@augustmack.com](mailto:accountsreceivable@augustmack.com)

DUE UPON RECEIPT Monthly finance charge of 1 1/2 % will accrue after 30 days.



**City of Westfield**  
**Billing Statement Summary**  
**April 30, 2025**

Z  
 5 WALLA  
 F  
 W  
 W  
 P

**Project Code**

- 24004
- 24012
- 24000
- 25002
- 25004
- 24000
- 24006
- 25001
- 25005
- 24000
- 25005
- 24011
- 24015
- 24000
- 24017
- 24000
- 24000
- 24019
- 24020
- 24022

Matter	Invoice Date	Invoice#	Current Fees	30 Days	Total Due
COW-Ambrose	05/07/2025	37755	\$110 00		\$110 00
COW BWJersey	05/07/2025	37756	\$330 00		\$330 00
COW-Camiila	05/07/2025	37757	\$440 00		\$440 00
[REDACTED]	05/07/2025	37758	\$1,595 00		\$1,595 00
[REDACTED]	05/07/2025	37759	\$7,205 00		\$7,205 00
COW-General	05/07/2025	37760	\$2,860 00		\$2,860 00
COW-GrMillen	05/07/2025	37762	\$1,079 63		\$1,079 63
COW GrPark	05/07/2025	37791	\$1,430 00		\$1,430 00
COW-GrPSouth	05/07/2025	37763	\$220 00		\$220 00
COW-HamCross	05/07/2025	37764	\$330 00		\$330 00
COW-IceFae	05/07/2025	37765	\$4,400 00		\$4,400 00
COW-Jaffe	05/07/2025	37766	\$55 00		\$55 00
COW-Latern	05/07/2025	37767	\$55 00		\$55 00
COW-McClure	05/07/2025	37768	\$110 00		\$110 00
COW-ParkSI	05/07/2025	37769	\$715 00		\$715 00
COW-Physiolo	05/07/2025	37770	\$55 00		\$55 00
CGW-Regal	05/07/2025	37771	\$110 00		\$110 00
COW-Towne Run	05/07/2025	37772	\$220.00		\$220 00
COW-Union	05/07/2025	37773	\$3,025 00		\$3,025 00
COW-WoodWind	05/07/2025	37774	\$385 00		\$385 00
		<b>Totals:</b>	<b>\$24,729.63</b>		<b>\$24,729.63</b>

One Indiana Square, Suite 2300  
 Indianapolis, Indiana 46204  
[www.WSHLaw.com](http://www.WSHLaw.com)

Tel: 317.231.9000

Fax: 317.231.9900



136 S. 9th Street, Suite 12  
Noblesville, IN 46060

**Invoice**

Date	Invoice#
4/14/2025	R 6036

<b>Bill To</b> City of Westfield 130 Penn St. Westfield, IN 46074 ATTN: David Brock
---

Description	Amount
GRAND JUNCTION ECONOMIC DEVELOPMENT AREA  Ad Ran: 4/11/2025      4/14/2025	\$43.39
<p><b>PLEASE INCLUDE YOUR INVOICE NUMBER (R03) ON YOUR CHECK</b></p>	

<b>Total</b>	\$43.39
<b>Amount Paid</b>	\$0.00
<b>Balance Due</b>	\$43.39

For billing questions call (317) 351-2300

ATTACH COPY OF ADVERTISEMENT HERE

City of Westfield  
(Governmental Unit)  
Hamilton County, Indiana

To Hamilton County Reporter Newspaper  
136 S. 9th Street, Suite 12  
Noblesville, IN 46060

PUBLISHER'S CLAIM

LINE COUNT

Display Master (Must not exceed two actual lines, neither of which shall total more than four solid lines of the type in which the body of the advertisement is set) - number of equivalent lines .....  
Head - number of lines .....  
Body - number of lines .....  
Tail - number of lines .....  
Total number of lines in notice .....

COMPUTATION OF CHARGES

44 lines, 2 columns wide equals .88 equivalent lines at .049307 cents per line ..... \$43.39  
Additional charges for notices containing rule or tabular work (50 per cent of above amount) ..... \$0.00  
Charge for extra proofs of publication (\$1.00 for each proof in excess of two) .....  
TOTAL AMOUNT OF CLAIM ..... \$43.39

DATA FOR COMPUTING COST

Width of single column in picas 9.375 Size of type 7 point.  
Number of insertions 1

Pursuant to the provisions and penalties of IC 5-11-10-1, I hereby certify that the foregoing account is just and correct, that the amount claimed is legally due, after allowing all just credits, and that no part of the same has been paid.

I also certify that the printed matter attached hereto is a true copy, of the same column width and type size, which was duly published in said paper 1 times. The dates of publication being as follows:

4/11/2025 4/14/2025

Additionally, the statement checked below is true and correct:

- ..... Newspaper does not have a Web site.
- Newspaper has a Web site and this public notice was posted on the same day as it was published in the newspaper.
- ..... Newspaper has a Web site, but due to technical problem or error, public notice was posted on .....
- ..... Newspaper has a Web site but refuses to post the public notice.



Date Monday, April 14, 2025

Title Public Notice Advertising

**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 3401562

Page 2

April 15, 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 March 31, 2025 as described on the attached detail.

Fees for Services	\$	<u>4,705.00</u>
<b>Total This Invoice</b>	<b>\$</b>	<b>4,705.00</b>



**LVR INTERNATIONAL**

1950 E. Greyhound Pass #18-123  
 Carmel, Indiana 46033  
 T:888-471-4777 E: LVR@LVRintl.com

**INVOICE**

Date 17-Apr-25  
 INVOICE # 200.328.00  
 P.O. # N/A  
 Reference # N/A  
 Vendor # N/A

**BILL TO: Attn: Jenell Fairman, PE**  
 Director, Economic Development  
 City of Westfield  
 2728 E. 171st Street  
 Westfield, IN 46074  
 Client ID: 1135.IN.24

**SHIP TO: Attn: Jenell Fairman, PE**  
 Director, Economic Development  
 City of Westfield  
 2728 E. 171st Street  
 Westfield, IN 46074  
 Client ID: 1135.IN.24

PROJECT NAME	PROJECT CONTACT	DUE DATE
City of Westfield Master Parking Consulting	LVR International Lia Reyes ext 700: Lia@LVRintl.com	Upon Receipt Within 60 Days from Invoice Date

Project Address: **Citywide, Westfield, Indiana**  
 Various Parking and Mobility Projects

\$ -	Contract Fixed Fee (Original)
\$ -	Past Invoices (Paid)
\$ -	Remaining P.O. Balance

Period: March

A. PROGRESS PAYMENT	Project Code	Total Billed:	Total Paid To Date:	Amount Due:
A.1: Citywide- Parking Demand - Park & Poplar	24017	\$ 168.75	\$ -	\$ 168.75
A.2: Citywide- Parking Demand- Union Square	24020	\$ 2,703.75	\$ -	\$ 2,703.75
A.3: Citywide- Parking Demand- Jersey Street	24012	\$ 112.50	\$ -	\$ 112.50
A.4: Citywide- Parking Demand- District, Restaurant	24000	\$ 168.75	\$ -	\$ 168.75
A.5:		\$ -	\$ -	\$ -
A.6:		\$ -	\$ -	\$ -
<b>Fee Due:</b>			<b>\$</b>	<b>3,153.75</b>

B. REIMBURSEABLE EXPENSES:	Miles	Cost/Mile	Amount Due:
B.1 Mileage	0.00	\$0.00	\$0.00
B.2 Parking/Tolls	0.00	\$0.00	\$0.00
B.3 Airfare/Train/Car-Share/Meals	0.00	\$0.00	\$0.00
<b>Reimbursement Due:</b>		<b>\$</b>	<b>-</b>

Questions: Please contact your Project Manager

TIN: 87-0791960

REMIT PAYMENT TO: **LVR INTERNATIONAL**  
 1950 E. Greyhound Pass #18-123  
 Carmel, Indiana 46033

**AMOUNT DUE: \$ 3,153.75**

We appreciate your support and business!

Month	Project	Detail	Citywide-General	Park & Poplar	Union Square	Jersey Street	Grand Millennium	TOTAL
MAR	Park & Poplar	Parking Demand- Park & Poplar		\$ 168.75				\$ 168.75
	Jersey St	Parking Demand- Jersey				\$ 112.50		\$ 112.50
	Grand Millennium	Parking Demand- Grand Millennium					\$ -	\$ -
	Union Garage	Garage Design - Signage			\$ 168.75			\$ 168.75
	Union Garage	Parking Management/Equipment Meetings			\$ 2,535.00			\$ 2,535.00
	Citywide	Parking Demand- District + Restaurant Row	\$ 168.75					\$ 168.75
								\$ -
			\$ 168.75	\$ 168.75	\$ 2,703.75	\$ 112.50	\$ -	\$ 3,153.75



136 S. 9th Street, Suite 12  
Noblesville, IN 46060

**Invoice**

Date	Invoice#
4/21/2025	R 6050

<b>Bill To</b>
City of Westfield 130 Penn St. Westfield, IN 46074 ATTN: David Brock

Description	Amount
Hearing (GRAND MILLENNIUM CENTER)	\$43.39
Ad Ran: 4/16/2025      4/21/2025	
<b>PLEASE INCLUDE YOUR INVOICE NUMBER (R050) ON YOUR CHECK</b>	

<b>Total</b>	\$43.39
<b>Amount Paid</b>	\$0.00
<b>Balance Due</b>	\$43.39

For billing questions call (317) 351-2300

ATTACH COPY OF ADVERTISEMENT HERE

City of Westfield  
(Governmental Unit)  
Hamilton County, Indiana

To Hamilton County Reporter Newspaper  
136 S. 9th Street, Suite 12  
Noblesville, IN 46060

PUBLISHER'S CLAIM

LINE COUNT

Display Master (Must not exceed two actual lines, neither of which shall total more than four solid lines of the type in which the body of the advertisement is set) -- number of equivalent lines .....  
Head -- number of lines .....  
Body -- number of lines .....  
Tail -- number of lines .....  
Total number of lines in notice .....

COMPUTATION OF CHARGES

44 lines, 2 columns wide equals .88 equivalent lines at .049307 cents per line ..... \$43.39  
Additional charges for notices containing rule or tabular work (50 per cent of above amount) ..... \$0.00  
Charge for extra proofs of publication (\$1.00 for each proof in excess of two) .....  
TOTAL AMOUNT OF CLAIM ..... \$43.39

DATA FOR COMPUTING COST

Width of single column in picas 9.375 Size of type 7 point  
Number of insertions 1

Pursuant to the provisions and penalties of IC 5-11-10-1, I hereby certify that the foregoing account is just and correct, that the amount claimed is legally due, after allowing all just credits, and that no part of the same has been paid.

I also certify that the printed matter attached hereto is a true copy, of the same column width and type size, which was duly published in said paper 1 times. The dates of publication being as follows:

4/16/2025 4/21/2025

Additionally, the statement checked below is true and correct:

- ..... Newspaper does not have a Web site.
- Newspaper has a Web site and this public notice was posted on the same day as it was published in the newspaper.
- ..... Newspaper has a Web site, but due to technical problem or error, public notice was posted on .....
- ..... Newspaper has a Web site but refuses to post the public notice.

Date Monday, April 21, 2025

Title Public Notice Advertising



### Katelyn Winneroski

**Business Number** (317) 765-7861

1046 Grovewood Dr  
Beech Grove, IN  
46107  
(317) 765-7861  
Katelynwinneroski@gmail.com

INV0002  
INV0001

**DATE**  
Apr 21, 2025  
**DUE DATE**  
Jun 5, 2025  
**BALANCE DUE**  
USD \$500.00

**BILL TO**

**Attn: Jenell Fairman City of Westfield, Economic Development**

2728 E. 171st Street  
Westfield, IN  
46074  
jfairman@westfield.in.gov

DESCRIPTION	RATE	QTY	AMOUNT
<b>Westfield Bus Rolling Canvas Art Installation</b> Please send a check in the mail to 1046 Grovewood Dr. Beech Grove, IN. 46107. Make the check out to Katelyn Winneroski. If online payment is preferred, just let me know.	\$500.00	1	\$500.00
<b>TOTAL</b>			\$500.00
<b>BALANCE DUE</b>			<b>USD \$500.00</b>

Please send a check in the mail to 1046 Grovewood Dr. Beech Grove, IN. 46107. If online payment is preferred, let me know.

Feel free to text or call me at (317) 765-7861 with any questions or concerns. I appreciate it!



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

Invoice #: April 22, 2025  
6642127

CITY OF WESTFIELD  
Kaitlin Glazier  
City Attorney  
2728 E 171st Street  
WESTFIELD, IN 46074



### INVOICE SUMMARY

Client/File No. WES14/GN161 CILE

For professional services rendered and costs advanced through March 31, 2025:

RE: **Co pound Maple LLC Conde nation**

Professional Services	1,498.50
Costs Advanced	<u>.00</u>
<b>TOTAL THIS INVOICE</b>	<b>1,498.50</b>

**DUE UPON RECEIPT**



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

April 22, 2025  
Invoice #: 6642126

CITY OF WESTFIELD  
Kaitlin Glazier  
City Attorney  
2728 E 171st Street  
WESTFIELD, IN 46074



### INVOICE SUMMARY

Client/File No. WES14/GN160 CILE

For professional services rendered and costs advanced through March 31, 2025:

**RE: Daniel Lee Duizer Conde nation**

Professional Services	1,877.00
Costs Advanced	<u>          .00</u>
<b>TOTAL THIS INVOICE</b>	<b>1,877.00</b>

**DUE UPON RECEIPT**

**Bondry Management Consultants**  
35 E Main St Ste 200  
Carmel, IN US  
+13175379555  
oscar@bondryconsulting.com  
bondryconsulting.com



# INVOICE

**BILL TO**

Jennell Fairman  
Westfield RDC  
2728 E 171st Street  
Westfield, Indiana 46074

**INVOICE #** 00270  
**DATE** 04/17/2025  
**DUE DATE** 05/17/2025  
**TERMS** Net 30

DESCRIPTION	Project Code	AMOUNT
April 15th RDC Report	24000	27,000.00
Ambrose Tax Impact Statement	24004	5,000.00
Woodwind Murphy Feasibility (2nd Round)	24022	5,000.00
██████ Feasibility	25006	5,000.00
Grand Millennium Tax Impact Statement	24006	5,000.00

We appreciate your business and look forward to assisting you again! **BALANCE DUE** **\$47,000.00**

Pay invoice

**Check Remittance Address**

35 East Main St. Suite 200  
Carmel, IN 46032

**Wire or ACH Electronic Payment**

Bank: Community First Bank of Indiana  
Bank Account: 5601034  
Routing Number: 074914407

If you have any questions regarding the above transfer instructions or you would like to confirm receipts of wired funds, please contact Julie Riess at (317) 490-6113 email julie@vandyaccounting.com



Indy Auto Graphics  
7266 E. 86th Street Indianapolis, Indiana 46250  
info@indyautographics.com  
(317) 660-2077  
EIN #: 85-2397164

www.indyautographics.com

Invoice is Past Due on 04/28/2025

# Invoice 5543

## IndyGo Bus Full Wrap

SALES REP INFO  
Kyle Davenport  
kyle@indyautographics.com  
(317) 660-2077

INVOICE DATE 04/28/2025  
TERMS 50/50  
INV.DUE DATE 04/28/2025

QT#  
3591

ORDERED BY  
Lauren Wahl

SHIPPING ADDRESS  
Lauren Wahl

CONTACT INFO  
Lauren Wahl  
lwahl@westfield.in.gov  
(463) 203-2958

#	ITEM	QTY	UOM	U.PRICE	TOTAL (EXCL. TAX)	TAXABLE
1	<b>IndyGo Bus Full Wrap</b> Full wrap including windows. Does not include roof. Printed Graphics w/ UV Laminate VIN:  <b>Installation Labor</b>	1	Unit	\$9,600.00	\$9,600.00	N
2	<b>Additional Prep Work</b>	1	Each	\$500.00	\$500.00	N

#	PAID ON	METHOD	AMOUNT
1	04/23/2025	Credit Card: -XXXX-9714 Auth: sq-1-jBhqs0auoSkeeZ0giR7RMP1qChGzXWQw4lXnGZ16nvVJID2ETDg85ZqoWyS0b2IIKA	\$5,050.00

Customer indicates acceptance of the finished product and is responsible for payment. All payments are final and acceptance of our [Terms & Conditions](#). NO REFUNDS, this includes deposits on cancelled jobs. Any returned checks for insufficient funds will be charged a \$25 fee. Customers have up to 60 days to receive evaluation and repairs if there are issues with lifting, bubbling, or peeling. Additional fees may apply after 60 days.

Subtotal:	\$10,100.00
Sales Tax (7%):	\$0.00
<b>Total:</b>	<b>\$10,100.00</b>
Total Paid:	\$5,050.00
<b>Balance Due:</b>	<b>\$5,050.00</b>

SIGNATURE:

DATE:

STATE OF INDIANA )  
 ) SS:  
COUNTY OF HAMILTON )

IN THE HAMILTON CIRCUIT COURT  
  
CAUSE NO: 29C01-2502-PL-001526

CITY OF WESTFIELD, INDIANA, )  
 )  
 ) Plaintiff, )  
 ) v. )  
 )  
 ) DANIEL L. DUFFER and )  
 ) HAMILTON COUNTY, INDIANA, )  
 )  
 ) Defendants. )

**FILED**  
April 11, 2025  
CLERK OF THE HAMILTON  
CIRCUIT COURT

**AGREED FINDINGS AND JUDGMENT**

Plaintiff, City of Westfield (the “City”) and Defendant, Daniel L. Duffer, jointly submit their Agreed Findings and Judgment in this case. The Court, having examined the record and being duly advised, now finds:

1. The City filed its Complaint in Condemnation on February 10, 2025, seeking to acquire a fee simple interest in the entirety of Duffer’s real estate located at 204 Jersey Street, Westfield, Hamilton County, Indiana. Specifically, the City seeks to acquire a fee simple interest in an area consisting of 0.150 acres, more or less, more particularly described in the legal description attached hereto as **Exhibit A** and depicted in the diagram attached hereto as **Exhibit B** (the “Real Estate”).

2. Duffer was properly served with a Summons, the Complaint, and a Notice to Appear as required by statute.

3. The City's Complaint complies with Indiana eminent domain law, and the Court has jurisdiction over the subject matter of this case and the parties herein.

4. The City and Duffer agree to the City's appropriation of the Real Estate (described in Exhibit A attached hereto) for any purpose the City deems appropriate, and further agree that Duffer shall recover, for the Real Estate interests appropriated by the City and any and all damages for the acquisition, the total just compensation amount of \$720,000.00.

5. This Agreed Findings and Judgment is sufficient to convey the Real Estate interests acquired by the City and to resolve all outstanding issues in this matter.

IT IS ORDERED, ADJUDGED, AND DECREED by the Court that the City has appropriated the fee simple interest in the Real Estate, and the City now holds, in fee simple, the Real Estate interest described in Exhibit A, which legal description is incorporated herein.

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED by the Court that Duffer shall have and recover from the City as total just compensation for the City's acquisition of the Real Estate interests the sum of \$720,000.00, in full satisfaction of this judgment.

IT IS FURTHER ORDERED that the City shall issue a check in the total sum of \$720,000.00, made payable to Daniel L. Duffer, and send the same to Coots, Henke &

Wheeler, P.C., Attn: E. Davis Coots, 255 East Carmel Drive, Carmel, Indiana 46032. The


total sum shall constitute the total just compensation amount due to Duffer.

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that:

- a. The Clerk of the Court shall promptly send a certified copy of this Agreed Findings and Judgment to the Auditor and Recorder of Hamilton County, Indiana;
- b. The Auditor shall remove Fee Real Estate described in Exhibit A from the tax records and rolls of Hamilton County, Indiana and cancel any and all unpaid **Tax Year 2025** and subsequent years' taxes thereon;
- c. The Auditor shall submit evidence of this removal from the tax records by United States mail to Taft Law c/o Kristine Gordon, One Indiana Square Suite 3500, Indianapolis, IN 46204;
- d. The Recorder shall, without payment of a fee, record the transfer of the Real Estate described in Exhibit A, also without payment of a fee; and
  - a. The Recorder shall submit evidence of that recordation, by United States mail, to Taft Law c/o Kristine Gordon, One Indiana Square Suite 3500, Indianapolis, IN 46204.

SO ORDERED.

Dated: 4/11/2025

  
\_\_\_\_\_  
Judge, Hamilton Superior Court HG

AGREED TO AND SUBMITTED BY:

CITY OF WESTFIELD, INDIANA

By: Scott A. Welch

Its: Mayor

DANIEL L. DUFFER

By: Daniel L. Duffer

Its: \_\_\_\_\_

APPROVED AS TO FORM:

/s/ Chou-il Lee

Chou-il Lee  
Kristine Gordon  
Taft Stettinius & Hollister, LLP  
One Indiana Square, Suite 3500  
Indianapolis, IN 46204

*Attorneys for the City of Westfield*

/s/ E. Davis Coots

E. Davis Coots  
Coots, Henke, & Wheeler, P.C.  
255 East Carmel Drive  
Carmel, IN 46032

*Attorneys for Daniel L. Duffer*

Distribution: to all counsel of record.

Hamilton County Recorder  
33 N. 9<sup>th</sup> St, Suite 309  
Noblesville, IN 46060

Hamilton County Auditor  
33 N. 9<sup>th</sup> Street, Suite L21  
Noblesville, IN 46060

Hamilton County Treasurer  
33 N. 9<sup>th</sup> Street, Suite 112  
Noblesville, IN 46060

Hamilton County Clerk  
1 Hamilton County Square, Suite 106  
Noblesville, IN 46060

**Exhibit A**

**EXHIBIT A.**

Seventy-five (75) feet off of the West side of Lot Numbered Four (4) in Roberts Addition, as per plat thereof recorded in Deed Record 39, Page 433 in the Office of the Recorder of Hamilton County, Indiana.

Exhibit B



(GIS exhibit. Not to scale. Subject tract outlined in red.)

STATE OF INDIANA )  
 ) SS:  
COUNTY OF HAMILTON )

IN THE HAMILTON CIRCUIT COURT

CAUSE NO: 29C01-2502-PL-001532

CITY OF WESTFIELD, INDIANA, )  
 )  
 ) Plaintiff, )  
 ) v. )  
 )  
 )  
 ) COMPOUND MAPLE, LLC and )  
 ) HAMILTON COUNTY, INDIANA, )  
 )  
 )  
 ) Defendants. )

**FILED**  
April 11, 2025  
CLERK OF THE HAMILTON  
CIRCUIT COURT

**AGREED FINDINGS AND JUDGMENT**

Plaintiff, City of Westfield (the "City") and Defendant, Compound Maple, LLC, jointly submit their Agreed Findings and Judgment in this case. The Court, having examined the record and being duly advised, now finds:

1. The City filed its Complaint in Condemnation on February 10, 2025, seeking to acquire a fee simple interest in the entirety of Compound Maple's real estate located at 330 Jersey Street, Westfield, Hamilton County, Indiana. Specifically, the City seeks to acquire a fee simple interest in an area consisting of 0.148 acres, more or less, more particularly described in the legal description attached hereto as **Exhibit A** and depicted in the diagram attached hereto as **Exhibit B** (the "Real Estate").

2. Compound Maple was properly served with a Summons, the Complaint, and a Notice to Appear as required by statute.

3. The City's Complaint complies with Indiana eminent domain law, and the Court has jurisdiction over the subject matter of this case and the parties herein.

4. The City and Compound Maple agree to the City's appropriation of the Real Estate (described in Exhibit A attached hereto) for any purpose the City deems appropriate, and further agree that Compound Maple shall recover, for the Real Estate interests appropriated by the City and any and all damages for the acquisition, the total just compensation amount of \$900,000.00.

5. This Agreed Findings and Judgment is sufficient to convey the Real Estate interests acquired by the City and to resolve all outstanding issues in this matter.

IT IS ORDERED, ADJUDGED, AND DECREED by the Court that the City has appropriated the fee simple interest in the Real Estate, and the City now holds, in fee simple, the Real Estate interest described in Exhibit A, which legal description is incorporated herein.

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED by the Court that Compound Maple shall have and recover from the City as total just compensation for the City's acquisition of the Real Estate interests the sum of \$900,000.00, in full satisfaction of this judgment.

IT IS FURTHER ORDERED that the City shall issue a check in the total sum of \$900,000.00, made payable to Compound Maple, LLC, and send the same to Coots, Henke


& Wheeler, P.C., Attn: E. Davis Coots, 255 East Carmel Drive, Carmel, Indiana 46032. The total sum shall constitute the total just compensation amount due to Compound Maple.

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that:

- a. The Clerk of the Court shall promptly send a certified copy of this Agreed Findings and Judgment to the Auditor and Recorder of Hamilton County, Indiana;
- b. The Auditor shall remove Fee Real Estate described in Exhibit A from the tax records and rolls of Hamilton County, Indiana and cancel any and all unpaid **Tax Year 2025** and subsequent years' taxes thereon;
- c. The Auditor shall submit evidence of this removal from the tax records by United States mail to Taft Law c/o Kristine Gordon, One Indiana Square Suite 3500, Indianapolis, IN 46204;
- d. The Recorder shall, without payment of a fee, record the transfer of the Real Estate described in Exhibit A, also without payment of a fee; and
  - a. The Recorder shall submit evidence of that recordation, by United States mail, to Taft Law c/o Kristine Gordon, One Indiana Square Suite 3500, Indianapolis, IN 46204.

SO ORDERED.

Dated: 4/10/2025

  
\_\_\_\_\_  
Judge, Hamilton Superior Court <sub>HG</sub>

AGREED TO AND SUBMITTED BY:

CITY OF WESTFIELD, INDIANA

COMPOUND MAPLE, LLC

By: Scott A. Will

By: [Signature]

Its: Mayor

Its: Owner

APPROVED AS TO FORM:

/s/ Chou-il Lee

Chou-il Lee

Kristine Gordon

Taft Stettinius & Hollister, LLP

One Indiana Square, Suite 3500

Indianapolis, IN 46204

*Attorneys for the City of Westfield*

/s/ E. Davis Coots

E. Davis Coots

Coots, Henke, & Wheeler, P.C.

255 East Carmel Drive

Carmel, IN 46032

*Attorneys for Compound Maple, LLC*

Distribution: to all counsel of record.

Hamilton County Recorder  
33 N. 9<sup>th</sup> St, Suite 309  
Noblesville, IN 46060

Hamilton County Auditor  
33 N. 9<sup>th</sup> Street, Suite L21  
Noblesville, IN 46060


Hamilton County Treasurer  
33 N. 9<sup>th</sup> Street, Suite 112  
Noblesville, IN 46060

Hamilton County Clerk  
1 Hamilton County Square, Suite 106  
Noblesville, IN 46060

Exhibit A

DULY ENTERED FOR TAXATION  
Subject to final acceptance of transfer  
27th day of February 2015 - ALC  
*Deon Courdale* Auditor of Hamilton County  
Parcel # 09-09-01-02-03-018.000

MRC

2015008065 DEED \$18.00  
02/27/2015 12:52:16PM 2 PGS  
Jennifer Hayden  
Hamilton County Recorder IN  
Recorded as Presented  


**Warranty Deed**

This Indenture Witnesseth, that Audrey Watkins, surviving spouse of Earl L. Watkins, by her attorney-in-fact, Gregory T. Pynn ("Grantor") of Hamilton County, State of Indiana, CONVEY(S) AND WARRANT(S) to **Compound Maple, LLC** ("Grantee") of Hamilton County, in the State of Indiana, for the sum of One and no/100 Dollars (\$1.00) and other valuable consideration, the receipt of which is hereby acknowledged, the following real estate in Hamilton County, State of Indiana, commonly known as 330 Jersey Street, Westfield, IN 46074, and more particularly described as:

**The East half of Lot Numbered 35 in Abel Doan's, an addition to the City of Westfield, Hamilton County, Indiana, as per plat thereof recorded in Deed Record 49, pages 516-517, in the Office of the Recorder of Hamilton County, Indiana.**

Parcel No.:29-09-01-203-018.000-015

Taxes for 2014 payable 2015, now a lien, not yet due and payable.

Subject to covenants, agreements, easements, restrictions and all rights of way of record.

Audrey Watkins, Grantor, certifies that she is the surviving spouse of Earl L. Watkins and that they owned the above-referenced property as tenants by the entireties. Upon the death of Earl L. Watkins on March 30, 2006, title passed solely to Audrey Watkins by operation of law, and Audrey Watkins attests that there is not an estate open for Earl L. Watkins, nor does Earl L. Watkins have any Indiana inheritance tax due and owing.

In Witness Whereof, Grantor has caused this deed to be executed this 25 day of February, 2015.

*Audrey Watkins / Gregory T. Pynn*  
Audrey Watkins, by her attorney-in-fact, Gregory  
T. Pynn, Cross-Reference Instrument Number:  
2010000888, recorded on 1/7/2010

4.

Exhibit B



(GIS exhibit. Not to scale. Subject tract outlined in teal.)

**Application and Certificate For Payment**

To Owner: City of Westfield  From Envoy Construction Service LLC (Contractor): 8890 E 116th Street, Suite 250 Fishers, IN 46038  Phone:	Project: Westfield Fire Station 1315 E 191st St Westfield, IN 46074  Contractor Job Number: 242001 Via (Architect): Contract For:	Application No: 2 Date: 04/25/2025 Period To: 04/30/25 Architect's Project No: Contract Date: 01/19/25
---	---	--

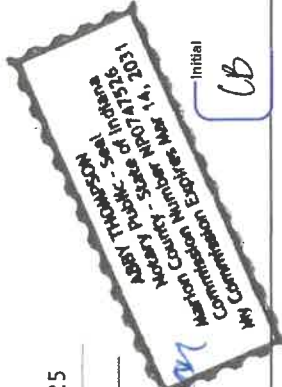
**Contractor's Application For Payment**

Change Order Summary	Additions	Deductions
Change orders approved in previous months by owner		
Change orders approved this month		
<b>Totals</b>		
<b>Net change by change orders</b>		

Original contract sum	11,460,024.00
Net change by change orders	0.00
Contract sum to date	11,460,024.00
Total completed and stored to date	1,219,264.25
Retainage	
0.0% of completed work	0.00
0.0% of stored material	0.00
Total retainage	0.00
Total earned less retainage	1,219,264.25
Less previous certificates of payment	584,664.00
0.000% of taxable amount	0.00
Current sales tax	0.00
Current payment due	634,600.25
Balance to finish, including retainage	10,240,759.75

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information, and belief the work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

DocuSigned by:  
**John Barhe**  
 By: 28403007949540 Date: 5/2/2025  
 State of: Indiana County of: Marion  
 Subscribed and sworn to before me this 2 day of May  
2025 (year). Notary public: ASHA THOMPSON  
 My commission expires 03/14/2031



**Architect's Certificate for Payment**

In accordance with the Contract Documents, based on on-site observations and the data comprising the above application the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the Amount Certified.

Amount Certified: \$ 634,600.25

Architect: \_\_\_\_\_  
 By: Ashley Gandy Date: \_\_\_\_\_

This Certification is not negotiable. The Amount Certified is payable only to the Contractor named herein. Issuance, payment, and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

**Application and Certificate For Payment -- page 2**

To Owner: City of Westfield  
 From (Contractor): Envoy Construction Service LLC  
 Project: Westfield Fire Station

Application No.: 2 Date: 04/25/25 Period To: 04/30/25  
 Contractor's Job Number: 242001  
 Architect's Project No:

Item Number	Description	Scheduled Value	Work Completed		Materials Presently Stored	Completed and Stored to Date	%	Balance to Finish	Retention	Memo
			Previous Application	This Period						
81-0001	Building Concrete & Site Concrete	752,760.00	0.00	66,330.00	0.00	66,330.00	8.81	686,430.00	0.00	0.00
81-0002	Masonry	795,340.00	0.00	0.00	0.00	0.00	0.00	795,340.00	0.00	0.00
81-0003	Structural Steel	957,310.00	0.00	41,547.05	0.00	41,547.05	4.34	915,762.95	0.00	0.00
81-0004	Decorative Railing	24,780.00	0.00	0.00	0.00	0.00	0.00	24,780.00	0.00	0.00
81-0005	PLAM Casework & Solid Surface Tops	107,085.00	0.00	0.00	0.00	0.00	0.00	107,085.00	0.00	0.00
81-0006	Fluid Applied Air/Moisture Barrier	46,850.00	0.00	0.00	0.00	0.00	0.00	46,850.00	0.00	0.00
81-0007	Concrete Deck Waterproofing	6,000.00	0.00	0.00	0.00	0.00	0.00	6,000.00	0.00	0.00
81-0008	EIFS	5,800.00	0.00	0.00	0.00	0.00	0.00	5,800.00	0.00	0.00
81-0009	Metal Wall Panels	260,094.00	0.00	0.00	0.00	0.00	0.00	260,094.00	0.00	0.00
81-0010	Membrane Roofing & Sheet Metal	322,012.00	0.00	0.00	0.00	0.00	0.00	322,012.00	0.00	0.00
81-0011	Firestopping	8,500.00	0.00	0.00	0.00	0.00	0.00	8,500.00	0.00	0.00
81-0012	Joint Sealants	39,635.00	0.00	0.00	0.00	0.00	0.00	39,635.00	0.00	0.00
81-0013	Hollow Metal, Wood Doors, Hardware Supply	143,701.00	0.00	0.00	0.00	0.00	0.00	143,701.00	0.00	0.00
81-0014	Aluminum Storefront & Glass Curtainwall	183,556.00	0.00	0.00	0.00	0.00	0.00	183,556.00	0.00	0.00
81-0015	Aluminum Clad Windows	21,225.00	0.00	0.00	0.00	0.00	0.00	21,225.00	0.00	0.00
81-0016	Sectional Doors	135,646.00	0.00	0.00	0.00	0.00	0.00	135,646.00	0.00	0.00
81-0017	Hollow Metal, Wood Doors, Hardware Install	19,750.00	0.00	0.00	0.00	0.00	0.00	19,750.00	0.00	0.00
81-0018	Metal Studes, Sheathing, Drywall, Insulation, Blocking	529,957.00	0.00	5,400.00	0.00	5,400.00	1.02	524,557.00	0.00	0.00
81-0019	Carpet, Resilient flooring, Treads & Tiling	87,800.00	0.00	0.00	0.00	0.00	0.00	87,800.00	0.00	0.00
81-0020	Painting and Walkcovering	68,670.00	0.00	0.00	0.00	0.00	0.00	68,670.00	0.00	0.00
81-0021	Polished Concrete	37,600.00	0.00	0.00	0.00	0.00	0.00	37,600.00	0.00	0.00
81-0022	Exterior and Interior Signage	16,749.00	0.00	0.00	0.00	0.00	0.00	16,749.00	0.00	0.00
81-0023	Division 10 Specialties	34,065.00	0.00	0.00	0.00	0.00	0.00	34,065.00	0.00	0.00
81-0024	Lockers	56,135.00	0.00	0.00	0.00	0.00	0.00	56,135.00	0.00	0.00
81-0025	Flagpoles	11,500.00	0.00	0.00	0.00	0.00	0.00	11,500.00	0.00	0.00
81-0026	Window Treatments	16,200.00	0.00	0.00	0.00	0.00	0.00	16,200.00	0.00	0.00

**Application and Certificate For Payment -- page 3**

To Owner: City of Westfield  
 From (Contractor): Envoy Construction Service LLC  
 Project: Westfield Fire Station

Application No: 2 Date: 04/25/25 Period To: 04/30/25  
 Contractor's Job Number: 242001  
 Architect's Project No:

Item Number	Description	Scheduled Value	Work Completed		Materials Presently Stored	Completed and Stored to Date	%	Balance to Finish	Retention	Memo
			Previous Application	This Period						
81-0027	FF&E	278,529.00	0.00	0.00	0.00	0.00	0.00	278,529.00	0.00	
81-0028	Fire Protection	170,350.00	0.00	8,032.50	0.00	8,032.50	4.72	162,317.50	0.00	
81-0029	Plumbing	599,656.00	0.00	69,479.10	0.00	69,479.10	11.59	530,176.90	0.00	
81-0030	HVAC & Controls	1,103,488.00	0.00	0.00	0.00	0.00	0.00	1,103,488.00	0.00	
81-0031	Electrical, Low Voltage Cabling & Fire Alarm	1,382,939.00	0.00	12,276.90	0.00	12,276.90	0.89	1,370,662.10	0.00	
81-0032	CCTV, AV & Door Access Control	133,636.00	0.00	0.00	0.00	0.00	0.00	133,636.00	0.00	
81-0033	Earthwork, Site Utilities, Site Demo, Erosion Control	607,406.00	149,400.00	237,089.70	0.00	386,489.70	63.63	220,916.30	0.00	
81-0034	Pavement Markings	11,502.00	0.00	0.00	0.00	0.00	0.00	11,502.00	0.00	
81-0035	Site Furnishings	2,334.00	0.00	0.00	0.00	0.00	0.00	2,334.00	0.00	
81-0036	Landscaping	39,958.00	0.00	0.00	0.00	0.00	0.00	39,958.00	0.00	
85-0001	General Conditions - Staffing	821,012.00	135,518.00	63,218.00	0.00	198,736.00	24.21	622,276.00	0.00	
85-0002	Site Logistics	380,262.00	31,689.00	31,689.00	0.00	63,378.00	16.67	316,884.00	0.00	
85-0003	P&P Bond	110,000.00	110,000.00	0.00	0.00	110,000.00	100.00	0.00	0.00	
85-0004	General Liability & Builder's Risk Insurance	97,819.00	97,810.00	0.00	0.00	97,810.00	99.99	9.00	0.00	
85-0008	Legal	20,000.00	20,000.00	0.00	0.00	20,000.00	100.00	0.00	0.00	
85-0012	Envoy Fee	372,629.00	31,052.00	27,947.00	0.00	58,999.00	15.83	313,630.00	0.00	
85-0013	Developer & Construction Contingency	446,784.00	0.00	37,480.00	0.00	37,480.00	8.39	409,304.00	0.00	
85-0014	Owner Controlled Contingency	183,000.00	9,195.00	34,111.00	0.00	43,306.00	22.44	149,694.00	0.00	
<b>Application Total</b>		11,450,024.00	584,664.00	634,600.25	0.00	1,219,264.25	10.64	10,240,759.75	0.00	

EXHIBIT D

Form of Disbursement Request

DISBURSEMENT REQUEST

Disbursement No.: 02

Date: 04/28/25

Disbursement Amount: \$ 634,600.25

Envoy Construction Services, LLC (the "Developer"), pursuant to a Public Private Agreement (Westfield Fire Station 84 BOT) dated April 28, 2024, among the Developer and City of Westfield, Indiana, hereby requests the disbursement of funds in the Disbursement Amount stated above and certifies that such amount is in accordance with the attached AIA Document G702 and AIA Document G703 and the attached invoices, lien releases and other documentation provided in support of this Disbursement Request.

The issuance of an application for payment also shall constitute a representation that the entities list in Schedule I attached hereto are entitled to payment in the amount certified, or that the Developer has already paid such entities and is entitled to reimbursement in the amount certified.

---

DocuSigned by:  
 By: John Barbee  
2B403C0794954C1...

Printed: John E Barbee

Title: President | COO

Initial  
CB

**Application and Certificate For Payment**

To Owner: Envoy Construction Services 8890 E 116th Street, Suite 250 Fishers, IN 46038	Project: Westfield Fire Station 84 1315 E 191st St Westfield, IN 46074	Application No: 2 Date: 04/23/2025 Period To: 04/30/25 Architect's Project No: Contract Date: 01/20/25
From (Contractor): Envoy, Inc 8890 E 116th Street, Suite 250 Fishers, IN 46038	Contractor Job Number: 242002 Via (Architect): Contract For:	
Phone: (317) 594-4600		

**Contractor's Application For Payment**

Change Order Summary	Additions	Deductions
Change orders approved in previous months by owner	43,306.00	
Change orders approved this month		
<b>Totals</b>		
<b>Net change by change orders</b>	<b>43,306.00</b>	

Original contract sum	11,229,761.00
Net change by change orders	43,306.00
Contract sum to date	11,273,067.00
Total completed and stored to date	1,281,725.39
Retainage	
5.1% of completed work	65,506.14
0.0% of stored material	0.00
Total retainage	65,506.14
Total earned less retainage	1,216,219.25
Less previous certificates of payment	581,619.00
0.000% of taxable amount	0.00
Current sales tax	0.00
Current payment due	<b>634,600.25</b>
Balance to finish, including retainage	10,056,847.75

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information, and belief the work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

Contractor: \_\_\_\_\_  
 By: \_\_\_\_\_ Date: \_\_\_\_\_  
 State of: \_\_\_\_\_ County of: \_\_\_\_\_  
 Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_,  
 \_\_\_\_\_ (year). Notary public: \_\_\_\_\_  
 My commission expires \_\_\_\_\_

**Architect's Certificate for Payment**

In accordance with the Contract Documents, based on on-site observations and the data comprising the above application the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the Amount Certified.

Amount Certified: \$ \_\_\_\_\_

Architect: \_\_\_\_\_

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

This Certification is not negotiable. The Amount Certified is payable only to the Contractor named herein. Issuance, payment, and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

**Application and Certificate For Payment -- page 2**

To Owner: Envoy Construction Services  
 From (Contractor): Envoy, Inc  
 Project: Westfield Fire Station 84

Application No: 2 Date: 04/23/25 Period To: 04/30/25  
 Contractor's Job Number: 242002  
 Architect's Project No:

Item Number	Description	Scheduled Value	Work Completed		Materials Presently Stored	Completed and Stored to Date	%	Balance to Finish	Retention	Memo
			Previous Application	This Period						
81-0001	Building Concrete & Site Concrete	752,760.00	0.00	73,700.00	0.00	73,700.00	9.79	679,060.00	7,370.00	
81-0002	Masonry	795,340.00	0.00	0.00	0.00	0.00	0.00	795,340.00	0.00	
81-0003	Structural Steel	957,310.00	0.00	46,163.39	0.00	46,163.39	4.82	911,146.61	4,616.34	
81-0004	Decorative Railing	24,780.00	0.00	0.00	0.00	0.00	0.00	24,780.00	0.00	
81-0005	PLAM Casework & Solid Surface Tops	107,085.00	0.00	0.00	0.00	0.00	0.00	107,085.00	0.00	
81-0006	Fluid Applied Air/Moisture	46,850.00	0.00	0.00	0.00	0.00	0.00	46,850.00	0.00	
81-0007	Concrete Deck Waterproofing	6,000.00	0.00	0.00	0.00	0.00	0.00	6,000.00	0.00	
81-0008	EIFS	5,800.00	0.00	0.00	0.00	0.00	0.00	5,800.00	0.00	
81-0009	Metal Wall Panels	260,094.00	0.00	0.00	0.00	0.00	0.00	260,094.00	0.00	
81-0010	Membrane Roofing & Sheet Metal	322,012.00	0.00	0.00	0.00	0.00	0.00	322,012.00	0.00	
81-0011	Firesopping	8,500.00	0.00	0.00	0.00	0.00	0.00	8,500.00	0.00	
81-0012	Joint Sealants	39,635.00	0.00	0.00	0.00	0.00	0.00	39,635.00	0.00	
81-0013	Hollow Metal, Wood Doors, Hardware Supply	143,701.00	0.00	0.00	0.00	0.00	0.00	143,701.00	0.00	
81-0014	Aluminum Storefront & Glass C Curtainwall	183,556.00	0.00	0.00	0.00	0.00	0.00	183,556.00	0.00	
81-0015	Aluminum Clad Windows	21,225.00	0.00	0.00	0.00	0.00	0.00	21,225.00	0.00	
81-0016	Sectional Doors	135,646.00	0.00	0.00	0.00	0.00	0.00	135,646.00	0.00	
81-0017	Hollow Metal, Wood Doors, Hardware Install	19,750.00	0.00	0.00	0.00	0.00	0.00	19,750.00	0.00	
81-0018	Metal Studes, Sheathing, Drywal, Insulation, Blocking & ACT	529,957.00	0.00	6,000.00	0.00	6,000.00	1.13	523,957.00	600.00	
81-0019	Carpet, Resilient flooring, Rubber Treads & Tiling	87,800.00	0.00	0.00	0.00	0.00	0.00	87,800.00	0.00	
81-0020	Painting and Wallcovering	68,670.00	0.00	0.00	0.00	0.00	0.00	68,670.00	0.00	
81-0021	Polished Concrete	37,600.00	0.00	0.00	0.00	0.00	0.00	37,600.00	0.00	
81-0022	Exterior and Interior Signage	16,749.00	0.00	0.00	0.00	0.00	0.00	16,749.00	0.00	
81-0023	Division 10 Specialties	34,065.00	0.00	0.00	0.00	0.00	0.00	34,065.00	0.00	
81-0024	Lockers	56,135.00	0.00	0.00	0.00	0.00	0.00	56,135.00	0.00	
81-0025	Flagpoles	11,500.00	0.00	0.00	0.00	0.00	0.00	11,500.00	0.00	
81-0026	Window Treatments	16,200.00	0.00	0.00	0.00	0.00	0.00	16,200.00	0.00	

**Application and Certificate For Payment -- page 3**

To Owner: Envoy Construction Services  
 From (Contractor): Envoy, Inc  
 Project: Westfield Fire Station 84

Application No: 2 Date: 04/23/25 Period To: 04/30/25  
 Contractor's Job Number: 242002  
 Architect's Project No:

Item Number	Description	Scheduled Value	Work Completed		Materials Presently Stored	Completed and Stored to Date	%	Balance to Finish	Retention	Memo
			Previous Application	This Period						
81-0027	FF&E	278,529.00	0.00	0.00	0.00	0.00	0.00	278,529.00	0.00	
81-0028	Fire Protection	170,350.00	0.00	8,925.00	0.00	8,925.00	5.24	161,425.00	892.50	
81-0029	Plumbing	599,656.00	0.00	77,199.00	0.00	77,199.00	12.87	522,457.00	7,719.90	
81-0030	HVAC & Controls	1,103,488.00	0.00	0.00	0.00	0.00	0.00	1,103,488.00	0.00	
81-0031	Electrical, Low Voltage Cabling & Fire Alarm	1,382,939.00	0.00	13,641.00	0.00	13,641.00	0.99	1,369,298.00	1,364.10	
81-0032	CCTV, AV & Door Access Control	133,636.00	0.00	0.00	0.00	0.00	0.00	133,636.00	0.00	
81-0033	Earthwork, Site Utilities, Site Demo, Erosion Control	607,406.00	166,000.00	263,433.00	0.00	429,433.00	70.70	177,973.00	42,943.30	
81-0034	Pavement Markings	11,502.00	0.00	0.00	0.00	0.00	0.00	11,502.00	0.00	
81-0035	Site Furnishings	2,334.00	0.00	0.00	0.00	0.00	0.00	2,334.00	0.00	
81-0036	Landscaping	39,958.00	0.00	0.00	0.00	0.00	0.00	39,958.00	0.00	
85-0001	General Conditions - Staffing	821,012.00	135,518.00	63,218.00	0.00	198,736.00	24.21	622,276.00	0.00	
85-0002	Site Logistics	380,262.00	31,689.00	31,689.00	0.00	63,378.00	16.67	316,884.00	0.00	
85-0003	P&P Bond	110,000.00	110,000.00	0.00	0.00	110,000.00	100.00	0.00	0.00	
85-0004	General Liability & Builder's Risk Insurance	97,819.00	97,870.00	0.00	0.00	97,870.00	100.05	-51.00	0.00	
85-0008	Legal	20,000.00	20,000.00	0.00	0.00	20,000.00	100.00	0.00	0.00	
85-0012	Envoy Fee	335,366.00	27,947.00	27,947.00	0.00	55,894.00	16.67	279,472.00	0.00	
85-0013	Developer & Construction Contingency	446,784.00	0.00	37,480.00	0.00	37,480.00	8.39	409,304.00	0.00	
CO01.00	Storm Extension Revisions	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
CO01.01	Storm Extension Revisions	8,620.00	8,620.00	0.00	0.00	8,620.00	100.00	0.00	0.00	
CO01.02	PMT Time (1 hour x \$125/hour)	125.00	125.00	0.00	0.00	125.00	100.00	0.00	0.00	
CO01.03	Bond Premium	87.00	87.00	0.00	0.00	87.00	100.00	0.00	0.00	
CO01.04	General Liability Insurance Premium	48.00	48.00	0.00	0.00	48.00	100.00	0.00	0.00	
CO01.05	Builders Risk Insurance Premium	4.00	4.00	0.00	0.00	4.00	100.00	0.00	0.00	
CO01.06	CM Fee - 3.5%	311.00	311.00	0.00	0.00	311.00	100.00	0.00	0.00	
CO02.0	Lime Drying of Building Pad Fills	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
CO02.1	Lime Drying or Stabilization of Building PAD NTE Allowance	31,815.00	0.00	31,815.00	0.00	31,815.00	100.00	0.00	0.00	

**Application and Certificate For Payment -- page 4**

To Owner: Envoy Construction Services  
 From (Contractor): Envoy, Inc  
 Project: Westfield Fire Station 84

Application No: 2 Date: 04/23/25 Period To: 04/30/25  
 Contractor's Job Number: 242002  
 Architect's Project No:

Item Number	Description	Scheduled Value	Work Completed		Materials Presently Stored	Completed and Stored to Date	%	Balance to Finish	Retention	Memo
			Previous Application	This Period						
CO02.2	Material Testing / Observation	500.00	0.00	500.00	0.00	500.00	100.00	0.00	0.00	
CO02.3	PM Time	125.00	0.00	125.00	0.00	125.00	100.00	0.00	0.00	
CO02.4	Bond Premium	324.00	0.00	324.00	0.00	324.00	100.00	0.00	0.00	
CO02.5	Gen Liability Insurance	178.00	0.00	178.00	0.00	178.00	100.00	0.00	0.00	
CO02.6	Builders Risk Insurance	15.00	0.00	15.00	0.00	15.00	100.00	0.00	0.00	
CO02.7	Mark-Up	1,154.00	0.00	1,154.00	0.00	1,154.00	100.00	0.00	0.00	
<b>Application Total</b>		11,273,067.00	598,219.00	683,506.39	0.00	1,281,725.39	11.37	9,991,341.61	65,506.14	



April 28, 2025

### Owner Controlled Contingency "OCC" Tracking Sheet

Item	Type	Amount	Amount Previously Billed	Amount Pending	Amount Approved This Billing	Balance
Owner Controlled Contingency	Contingency	\$193,000	\$9,195	\$0	\$34,111	\$149,694

Approved - Owner Controlled Contingency Itemized Tracking				
Date	OCC #	Reason	Cost	
3/5/25	OCC #1	Extension of storm line per City of Westfield Request	\$9,195	
3/11/25	OCC #2	Lime drying of building pad	\$34,111	
<b>Total:</b>			<b>\$43,306</b>	



April 28, 2025

### Developer and Construction Contingency Tracking Sheet



Item	Amount	Amount Previously Billed	Amount Billed This Payment Application	Balance
Developer and Construction Contingency	\$446,784	\$0	\$37,480	\$409,304

**Developer and Construction Contingency Billing This Period**

Date	Trade Partner	Reason	Cost
4/30/25	Dotlich	Abestos testing at exiting barn	\$853
4/30/25	Dotlich	Additional labor for digging around unforeseen existing utilities	\$7,025
4/30/25	James Babcock	Bond premium due to budget shortage	\$12,117
4/30/25	James Babcock	Bond premium due to budget shortage	\$14,000
4/30/25	WSH, LAW	Additional legal fees to complete PPA	\$3,485
<b>Total:</b>			<b>\$37,480</b>

**Developer and Construction Contingency Billing Previous Payment Applications**

Date	Trade Partner	Reason	Cost
<b>Total:</b>			<b>\$0</b>



## Owner Controlled Contingency Authorization #2

<b>Owner Controlled Contingency Authorization No. 2</b>	<b>Authorization Effective Date: 3/11/2025</b>
<b>Project:</b> Westfield Fire Station 84 BOT	<b>Developer Project No:</b> 242002
	<b>Date of Agreement:</b> 1/13/2025
<b>the City:</b> City of Westfield, Indiana	<b>Developer:</b> Envoy Construction Services, LLC

Scope of the Change: Add lime drying of building pad fills not to exceed allowance to scope of work. Pricing based on 800CYs of fill @ 5% = 75 tons of lime. All unused amounts will be credited back to the City in it's entirety and mark-up, builders risk & general liability amounts adjusted to the final cost. Does not include lime stabilization of building pad.

Original Owner Controlled Contingency:	\$193,000.00
Previous Owner Controlled Contingency Authorization Amounts 00 to 01:	-\$9,195.00
This Owner Controlled Contingency Authorization Amount:	-\$34,111.00
Remaining Owner Controlled Construction Contingency:	\$158,889.00
Original Contract Completion Date:	4/30/2026
Previous Adjustments by Authorization No(s): 00 to 01 :	0 (Calendar Days)
This Authorization Contract Time Increase/Decrease:	0 (Calendar Days)
Revised Substantial Completion Date:	4/30/2026

By executing this Authorization, the City and Developer agree to modify the Agreement's Scope of Work, Contract Price and Contract Time as stated above. Upon execution, this Authorization becomes a Contract Document issued in accordance with Public Private Agreement with (Westfield Fire Station 84 BOT).

**the CITY:**  
 By: Randy Zentz  
 Printed Name: Randy Zentz  
 Title: Owners Representative  
 Date: 3/11/25

**DEVELOPER:**  
 By: Connor Britt  
 Printed Name: Connor Britt  
 Title: Director of Construction  
 Date: 3/11/2025



**PCO #002**

Envoy, Inc  
 8890 E 116th Street, #250  
 Fishers, Indiana 46038  
 Phone: (317) 594-4600

**Project:** 242002 - Westfield Fire Station 84  
 1315 E 191st St  
 Westfield, Indiana 46074

**Prime Contract Potential Change Order #002: PCO #2 / Lime Drying of Building Pad Fills Not to Exceed Allowance / \$34,111.00**

<b>TO:</b>	Envoy Construction Services 8890 E 116th St, #250 Fishers, Indiana 46038	<b>FROM:</b>	Envoy, Inc. 8890 E 116th St, #250 Fishers, Indiana 46038
<b>PCO NUMBER/REVISION:</b>	002 / 0	<b>CONTRACT:</b>	2 - Prime Contract #2 - Prime Agreement
<b>REQUEST RECEIVED FROM:</b>		<b>CREATED BY:</b>	Connor Britt (Envoy, Inc.)
<b>STATUS:</b>	Approved	<b>CREATED DATE:</b>	3/11/2025
<b>REFERENCE:</b>		<b>PRIME CONTRACT CHANGE ORDER:</b>	None
<b>FIELD CHANGE:</b>	No	<b>ACCOUNTING METHOD:</b>	Amount Based
<b>LOCATION:</b>		<b>PAID IN FULL:</b>	No
<b>SCHEDULE IMPACT:</b>		<b>SIGNED CHANGE ORDER RECEIVED DATE:</b>	
<b>EXECUTED:</b>	No	<b>TOTAL AMOUNT:</b>	\$34,111.00

**POTENTIAL CHANGE ORDER TITLE:** PCO #2 / Lime Drying of Building Pad Fills Not to Exceed Allowance / \$34,111.00

**CHANGE REASON:** Existing Condition

**POTENTIAL CHANGE ORDER DESCRIPTION:** *(The Contract Is Changed As Follows)*  
 CE #002 - PCO #2 / Lime Drying of Building Pad Fills Not to Exceed Allowance / \$34,111.00  
 This Change Order consists of the following:

1. Not to Exceed Lime Drying of Building Pad @ the Direction of Geotechnical Engineer: \$31,815.00
  1. Pricing based on 800CYs of fill @ 5% = 75 tons of lime.
2. Additional Material Testing / Observations: \$500.00
3. PM Time (1 Hour x \$125.00/hour: \$125.00

Subtotal of Revisions: \$32,440.00  
 Bond Premium (Subtotal\*1%): \$324.00  
 Liability Insurance Premium (Subtotal\*5.5/1000): \$178.00  
 Builders Risk Premium (Subtotal\*.0454/100): \$15.00  
 3.5% Mark-Up: \$1,154.00

\*\*\*Does not include lime stabilization of building pad\*\*\*

Total CO: \$34,111.00  
 Fund From Owner's Contingency: (\$34,111.00)

**ATTACHMENTS:**

[COR #2 Dotlich Lime Drying Building Pad - \\$31,815.00 - Pending.pdf](#)

#	Budget Code	Description	Amount
1	31-0010.S Earthwork.Subcontract	Lime Drying or Stabilization of Building Pad NTE Allowance	\$31,815.00
2	01-4523.G Testing & Inspection Serv.Gen Cond	Material Testing / Observations	\$500.00
3	01-3118.L Asst Project Manager.Labor	PM Time (1 Hour x \$125.00/hour	\$125.00
4	70-2040.O Pmt & Performance Bond.Other	Bond Premium	\$324.00
5	01-1020.G GL Insurance.Gen Cond	General Liability Insurance Premium	\$178.00



**PCO #002**

#	Budget Code	Description	Amount
6	70-2030.O Builder's Risk Insurance.Other	Builders Risk Insurance Premium	\$15.00
7	70-2005.O 3.5% Mark-Up	Mark-Up - 3.5%	\$1,154.00
<b>Grand Total:</b>			<b>\$34,111.00</b>

# DOTLICH CONTRACTORS INC.

3025 South Indianapolis Road  
Lebanon, IN 46052  
Office: 317.769.5400  
Mobile: 317.691.6758



CHANGE ORDER REQUEST


<b>Date</b>	<b>Submitted To:</b>	<b>Project Name &amp; Location:</b>
March 5, 2025	Envoy Craig Huls 8890 E. 116 <sup>th</sup> Street, Suite 250 Fishers, IN 46038	Westfield Fire Station #84 1315 E. 191 <sup>st</sup> Street Westfield, IN 46074

We hereby submit our proposed cost for the scope shown below.

Change Order Request# 02	Sub-Total
Lime Drying of Building Pad:	
• Lime Drying of 800 CYS of fill @ 5% = 75 Tons (\$420/ton)	\$31,500.00
P&P bonds premium adjustment fee (\$10/1000)	\$315.00
<b>Total CO # 02 Price:</b>	<b>\$ 31,815.00</b>

All material is guaranteed to be as specified. All work is to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders and will become an extra charge over and above the original estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by workmen's compensation insurance. Should payment not be made as outlined above Dotlich Contractors, Inc. shall seek damages and losses, included but not limited to, attorney's fees and interest.

**Note:** This Proposal may be withdrawn by us if not accepted within 30 days.

**Authorized Signature:**   
**By:** John Dotlich

### ACCEPTANCE OF PROPOSAL

The above scope, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be as outlined above.

ACCEPTED: **Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_



**Debt Service Invoice**

5/5/2025

**City of Westfield Redevelopment Authority  
Attn: President  
2728 East 171st Street  
Westfield, IN 46074**

**Re: City of Westfield Redevelopment Authority  
Local Income Tax Lease Revenue Bonds, Series 2023**

TranStar ID: WESTFIELD23  
Account: 4082032168  
Debt Service Payable: July 1, 2025

Debt Service funds are due no later than five (5) Business days prior on **June 15, 2025**

Lease Payment: \$1,201,000.00

**Total Funds Due \$1,201,000.00**

Payments by Wire Transfer or ACH

Huntington National Bank  
Columbus, Ohio  
ABA #044000024  
Credit: Trust Wire Account  
Acct. #01891662889  
Attn: Christine Berkemeier 317-269-4647  
Ref: Westfield LIT 2023

Payments by Check

The Huntington National Bank  
Attn: Christine Berkemeier, Corporate Trust  
45 N. Pennsylvania Street, NAP061  
Indianapolis, Indiana 46204

309 018131 = 400,000  
316 018131 = 400,000  
317 018131 = 401,000



# BOK FINANCIAL®

Services provided by BOKF, NA

## LEASE RENTAL PAYMENT INVOICE

May 1, 2025

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

*1st LR pmt*

WSTFLDUS2022  
CITY OF WESTFIELD, INDIANA TAXABLE ECONOMIC DEVELOPMENT  
REVENUE BONDS, SERIES 2022 (UNION SQUARE PROJECT)

**LEASE RENTAL PAYMENT DUE JUNE 15, 2025 \$333,500.00 ✓**

The Lease Rental Payment will be used to make the July 1, 2025 Bond Payment as follows:

\$333,500.00	Lease Rental Payment due 06/15/2025
\$0.00	LESS: Principal Payment due 07/01/2025
(\$330,750.00)	LESS: Interest Payment due 07/01/2025
<u>\$2,750.00</u>	Excess Transferred to Operation Fund

*327018131 = 28,359.53*  
*319018131 = 305,140.47*  
*333,500.00*

**Wire Payment Instructions:**

Bank of Oklahoma  
ABA #103900036  
Account No. 990047011  
Account Name: Corporate Trust  
Attn: Mark Hudson - Indianapolis  
Ref: WSTFLDUS2022 Lease Payment

**ACH Payment Instructions:**

Bank of Oklahoma  
ABA #103900036  
Trust Funds  
Account No. 600024642  
Attn: Mark Hudson - Indianapolis  
Ref: WSTFLDUS2022 Lease Payment

Checks for the lease rental payment may be mailed as follows:

Mark Hudson  
BOK Finacial  
143 W. Market St., Suite 600B  
Indianapolis, IN 46204  
[Mhudson@bokf.com](mailto:Mhudson@bokf.com)  
Phone 317.599.4358

## FIRST AMENDMENT TO CONTRACT FOR GOODS AND/OR SERVICES

This First Amendment to Contract for Goods and Services (“Amendment”) is effective as of the 19<sup>th</sup> day of May, 2025, by and between the Westfield Redevelopment Commission (“Contracting Party”), and Speck Dempsey LLC (“Vendor”).

**WHEREAS**, Contracting Party and Vendor entered into a Contract for Goods and/or Services (“Agreement”) on June 17, 2024;

**WHEREAS**, per Paragraph 23 of the Agreement, the Agreement may be amended by a written instrument signed by both Contracting Party and Vendor; and

**WHEREAS**, Contracting Party and Vendor desire to execute this Amendment and amend the Agreement as described herein.

**NOW, THEREFORE**, in consideration of the foregoing premises, the respective agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto agree as follows:

1. **Amendment**. Exhibit “B” to the Agreement is hereby amended to include the terms attached hereto as Exhibit “1”.

2. **Continuing Effect**. All other terms and conditions contained in the Agreement shall remain the same and continue in full force and effect, except as provided herein. The Agreement and this Amendment shall be interpreted, wherever possible, in a manner consistent with one another, but in the event of an irreconcilable inconsistency or if context clearly suggests otherwise, this Amendment shall control.

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

WESTFIELD REDEVELOPMENT COMMISSION

Joseph Plankis

Joseph Plankis, President RDC

05/19/25

Date

SPECK DEMPSEY LLC

\_\_\_\_\_

\_\_\_\_\_

Date

**EXHIBIT 1**

April 30, 2025

Jenell Fairman  
 Westfield Redevelopment Commission  
*via email*

Dear Jenell and Colleagues:

Thank you for your request to have the Speck Dempsey and Perkins & Will teams further assist the Westfield Redevelopment Commission with planning and development review at Grand Park. We are pleased that Grand Park continues to receive strong interest from private developers and other stakeholders as you build on the community's existing success and future plans.

We propose to provide ongoing advice at the hourly rates stated below, which are the standard public sector rates for our two firms.

We propose to work hourly against a maximum fee of \$40,000. We will provide appropriate notification if and when we are nearing that total amount.

**Speck Dempsey**


	Hourly (\$)
	<i>Public</i>
Jeff Speck	450
Chris Dempsey	300
Partner / Principal	300
Senior Planner / Designer	250
Micromobility Planner	300
Planner / Designer	200
Jacobs Fellow	175
Associate Planner / Designer	175

**Perkins & Will**

	Hourly (\$)
	<i>Public</i>
Senior Principal	465
Principal	350
Project Manager	200
Arch III / U Design III	150
Arch II / U Design II	130
Arch I / U Design I	120

Please do not hesitate to get in touch with any questions. We hope to have the chance to extend our work with you on this important project.

Sincerely yours,

A handwritten signature in black ink that reads "Christopher S. Dempsey". The signature is written in a cursive style with a prominent initial "C" and a long, sweeping underline.

Chris Dempsey

Partner

Speck Dempsey LLC

**WESTFIELD REDEVELOPMENT COMMISSION  
RESOLUTION NO. 17-2025**

**RESOLUTION OF THE WESTFIELD REDEVELOPMENT COMMISSION  
AMENDING THE DECLARATORY RESOLUTION AND THE ECONOMIC  
DEVELOPMENT PLAN FOR THE EAST SIDE  
ECONOMIC DEVELOPMENT AREA**

WHEREAS, the Westfield Redevelopment Commission (the “Commission”) pursuant to IC 36-7-14 (the “Act”) serves as the governing body of the City of Westfield Redevelopment District (the “District”); and

WHEREAS, the Commission has previously adopted and confirmed resolutions (collectively, the “Declaratory Resolution”) which established and expanded an economic development area known as the “East Side Economic Development Area” (the “Area”), designated and expanded a portion of the Area as an allocation area known as the “East Side Economic Development Allocation Area” pursuant to Section 39 of the Act (the “Existing Allocation Area”), and approved and amended a development plan for the Area (collectively, the “Plan”) pursuant to the Act; and

WHEREAS, the Commission now desires to further amend the Declaratory Resolution and Plan in order to (i) remove the parcels identified on Exhibit A hereto from the Existing Allocation Area, (ii) designate the parcels so removed from the Existing Allocation Area, together with certain additional parcels, all as identified on Exhibit B hereto as a separate allocation area within the Area, pursuant to Section 39 of the Act, to be known as the “Park & Poplar Allocation Area” (the “Park & Poplar Allocation Area”), and (iii) adopt a supplement to the Plan attached hereto as Exhibit C (the “2025 Plan Supplement”) (clauses (i) through and including (iii), collectively, the “2025 Amendments”); and

WHEREAS, the 2025 Amendments and supporting data were reviewed and considered at this meeting; and

WHEREAS, Section 39 of the Act permits the creation of “allocation areas” to provide for the allocation and distribution of property taxes for the purposes and in the manner provided in said section; and

WHEREAS, Sections 41 and 43 of the Act permit the creation of “economic development areas” and provide that all of the rights, powers, privileges and immunities that may be exercised by this Commission in a redevelopment area or urban renewal area may be exercised in an economic development area, subject to the conditions set forth in the Act; and

WHEREAS, this Commission deems it advisable to apply the provisions of said Sections 15-17, 39, 41 and 43 of the Act to the 2025 Amendments; and

WHEREAS, the Commission now desires to approve the 2025 Amendments.

NOW, THEREFORE, BE IT RESOLVED by the City of Westfield Redevelopment Commission, governing body of the City of Westfield Redevelopment District, as follows:

1. The Commission hereby finds that the 2025 Amendments promote significant opportunities for the gainful employment of the citizens of the City of Westfield, Indiana (the “City”), the attraction of major new business enterprises to the City, the retention and expansion of significant business enterprises existing in the boundaries of the City, and meet other purposes of Sections 2.5, 41 and 43 of the Act, including without limitation benefiting public health, safety and welfare, increasing the economic well-being of the City and the State of Indiana (the “State”), and serving to protect and increase property values in the City and the State.

2. The Commission hereby finds that the Plan, as amended by the 2025 Plan Supplement, cannot be achieved by regulatory processes or by the ordinary operation of private enterprise without resort to the powers allowed under Sections 2.5, 41 and 43 of the Act because of the lack of local public improvements, the existence of improvements or conditions that lower the value of the land below that of nearby land, multiple ownership of land and other similar conditions.

3. The public health and welfare will be benefited by accomplishment of the 2025 Amendments.

4. It will be of public utility and benefit to amend the Declaratory Resolution and the Plan for the Area (including the Park & Poplar Allocation Area) as provided in the 2025 Amendments and to continue to develop the Area, as amended the 2025 Amendments, under the Act.

5. The accomplishment of the Plan, as supplemented by the 2025 Plan Supplement, for the Area will be a public utility and benefit as measured by the attraction or retention of permanent jobs, an increase in the property tax base, improved diversity of the economic base and other similar public benefits.

6. The Declaratory Resolution and the Plan, as amended by this Resolution and the 2025 Plan Supplement, conform to the comprehensive plan of development for the City.

7. The 2025 Amendments are reasonable and appropriate when considered in relation to the Declaratory Resolution and Plan and the purposes of the Act.

8. The findings and determinations set forth in the Declaratory Resolution and the Plan are hereby reaffirmed.

9. In support of the findings and determinations set forth in Sections 1 through 7 above, the Commission hereby adopts the specific findings set forth in the 2025 Plan Supplement.

10. The Commission does not at this time propose to acquire any specific parcel of land or interests in land within the boundaries of the Area, as amended by the 2025 Amendments.

11. The Commission finds that no residents of the Area will be displaced by any project resulting from the Plan, as amended by the 2025 Plan Supplement, and therefore finds that it does not need to give consideration to transitional and permanent provision for adequate housing for the residents.

12. The 2025 Amendments are hereby in all respects approved.

13. The area described in Exhibit B is hereby designated as a separate “allocation area” pursuant to Section 39 of the Act to be known as the “Park & Poplar Allocation Area” for purposes of the allocation and distribution of property taxes for the purposes and in the manner provided by said Section. Any taxes imposed under Ind. Code 6-1.1 on real property subsequently levied by or for the benefit of any public body entitled to a distribution of property taxes on taxable property in said allocation area shall be allocated and distributed as follows:

Except as otherwise provided in said Section 39, the proceeds of taxes attributable to the lesser of the assessed value of the property for the assessment date with respect to which the allocation and distribution is made, or the base assessed value, shall be allocated to and when collected paid into the funds of the respective taxing units. Except as otherwise provided in said Section 39, property tax proceeds in excess of those described in the previous sentence shall be allocated to the redevelopment district and when collected paid into an allocation fund for the Park & Poplar Allocation Area hereby designated as the “Park & Poplar Allocation Fund” and may be used by the redevelopment district to do one or more of the things specified in Section 39(b)(4) of the Act, as the same may be amended from time to time. Said allocation fund may not be used for operating expenses of the Commission, except as otherwise permitted by the Act. Except as otherwise provided in the Act, before June 15 of each year, the Commission shall take the actions set forth in Section 39(b)(5) of the Act.

14. The foregoing allocation provision shall apply to the Park & Poplar Allocation Area. The Commission hereby finds that the adoption of this allocation provision will result in new property taxes in of the Park & Poplar Allocation Area that would not have been generated but for the adoption of the allocation provisions, as specifically evidenced by the findings set forth in Exhibit C. The base assessment date for the Park & Poplar Allocation Area is January 1, 2025.

15. The provisions of this Resolution shall be subject in all respects to the Act and any amendments thereto, and the allocation provision herein relating to the Park & Poplar Allocation Area shall expire on the date that is twenty-five (25) years after the date on which the first obligation is incurred to pay principal and interest on bonds or lease rentals on leases payable from tax increment revenues derived from the Park & Poplar Allocation Area.

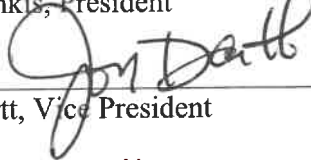
16. This Resolution, together with any supporting data, shall be submitted to the Westfield-Washington Area Plan Commission (the “Plan Commission”) and the Common Council of the City (the “Council”) as provided in the Act, and if approved by the Plan Commission and the Council, shall be submitted to a public hearing and remonstrance as provided by the Act, after public notice as required by the Act.

17. The officers of the Commission are hereby authorized to make all filings necessary or desirable to carry out the purposes and intent of this Resolution.

18. The provisions of this Resolution shall be subject in all respects to the Act and any amendments thereto.

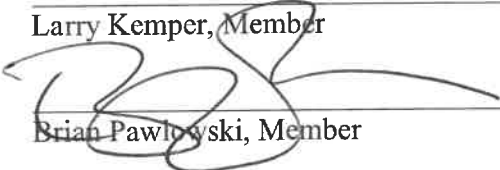
DULY ADOPTED AND PASSED by the WESTFIELD REDEVELOPMENT COMMISSION  
this 19<sup>th</sup> day of May, 2025, by a vote of 3 in favor and 0 opposed.

  
\_\_\_\_\_  
Joe Plankis, President

  
\_\_\_\_\_  
Jon Dartt, Vice President

**Absent**  
\_\_\_\_\_  
Brian Tomamichel, Secretary

**Abstain**  
\_\_\_\_\_  
Larry Kemper, Member

  
\_\_\_\_\_  
Brian Pawlowski, Member

**EXHIBIT A**

**Parcels Removed from the Existing East Side Allocation Area**

The following parcels are removed from the existing East Side Allocation Area, and will become part of the Park & Poplar Allocation Area.

**PARCEL ID NUMBER:**

09-09-01-00-00-006.003  
09-09-01-02-09-002.000  
09-09-01-02-09-002.001

**EXHIBIT B**

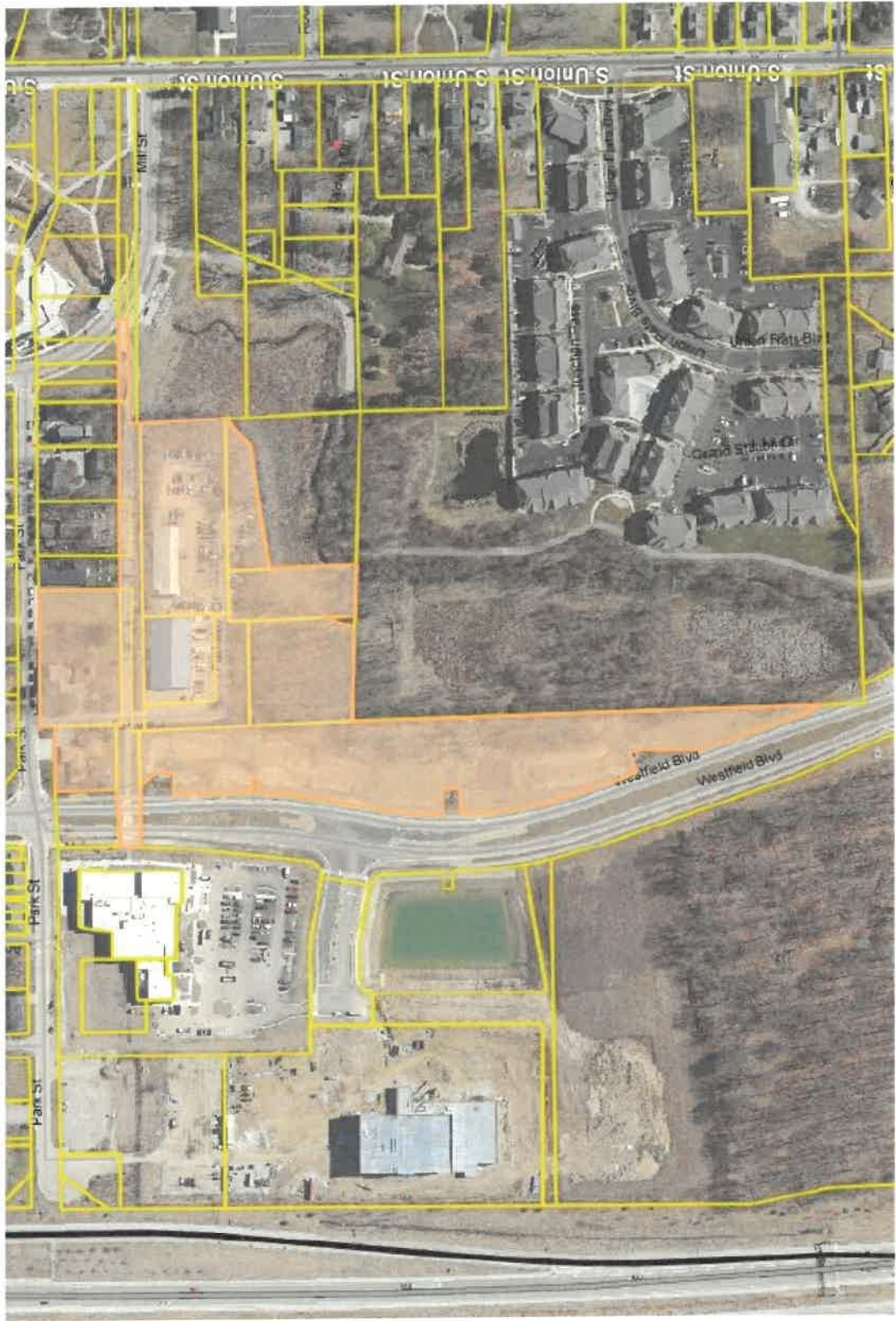
**Description of the Park & Poplar Allocation Area**

The Park & Poplar Allocation Area consists of the following parcels depicted in the orange-shaded area of the map on the following page, generally located south of Park Street and east of Westfield Boulevard.

**PARCEL ID NUMBERS:**

09-09-01-00-00-006.003  
09-09-01-02-07-006.000  
09-09-01-02-07-007.000  
09-09-01-02-07-008.000  
09-09-01-02-07-008.001  
09-09-01-02-07-025.000  
09-09-01-02-09-001.000  
09-09-01-02-09-002.000  
09-09-01-02-09-002.001

East Side - EDA  
Park and Poplar Allocation Area (New)



B-2

## EXHIBIT C

### **2025 Plan Supplement**

The existing Plan for the Area is hereby supplemented by adding the following project to the Plan:

#### *Park & Poplar Project*

Old Town Properties, L.L.C. or an affiliate thereof (the “Park & Poplar Developer”) is developing a 9-acre area within the downtown core of the City of Westfield generally described as being bounded by Park Street to the north, along the Midland Trace Trail, and between Westfield Boulevard to the west and Mill Street to the east. Such mixed-use development will occur in phases and includes: (i) approximately 240 apartments, (ii) approximately 56 for-rent brownstones, (iii) an approximately 40,000 square foot office building with three-stories, (iv) a three-story building with approximately 29,200 square feet of retail and restaurant space, and (v) a 523-space public parking garage to benefit and serve the development and the adjacent Grand Junction Plaza (collectively, the “Park & Poplar Development”). The Park & Poplar Development has a current estimated total development cost of \$123,000,000.

However, due to the lack of adequate local public improvements serving or benefitting the development site, the Commission will undertake all or any portion of the engineering, design, acquisition and/or construction of infrastructure improvements located in or directly benefiting or serving the Park & Poplar Allocation Area, including, but not limited to, land acquisition, storm water improvements, utilities relocation, streetscape and plaza improvements, general site improvements, structured parking and/or road, trail and sidewalk or other local public improvements (collectively the “Park & Poplar Projects”). The Park & Poplar Projects are estimated to cost the Commission approximately \$22,000,000; however, such estimated costs will be refined as specific details and timing of the Park & Poplar Projects are determined. The Park & Poplar Projects will support the Park & Poplar Development. The Commission anticipates capturing tax increment revenues from the Park & Poplar Allocation Area, and applying such tax increment revenues, either directly or through bonding, to pay or reimburse all or a portion of the costs of the Park & Poplar Projects. The Commission envisions the possibility of assisting the City in issuing one or more series of bonds payable from tax increment revenues derived from one or more of the Park & Poplar Allocation Area and purchased by the Park & Poplar Developer or an affiliate thereof, including bonds issued by the City upon recommendation by the Westfield Economic Development Commission (pursuant to Indiana Code 36-7-11.9 and Indiana Code 36-7-12) to assist in financing the Park & Poplar Projects.

#### *Findings of Fact*

Based on representations of the Park & Poplar Developer, the Commission has determined that the full development of the Park & Poplar Allocation Area will not proceed along the timeframe or scope as planned without the contribution of tax increment revenues to be derived from the Park & Poplar Allocation Area to the Park & Poplar Projects due to the lack of adequate infrastructure and other local public improvements in or serving the Park & Poplar Allocation Area. The establishment of the Park & Poplar Allocation Area is planned as part of the

Commission's strategy to contribute tax increment revenues derived from Park & Poplar Allocation Area to the proposed Park & Poplar Projects, and is a necessary component to allow the Commission to be reimbursed for a portion of the costs of the Park & Poplar Projects, respectively. The private development projects will not proceed without this mechanism in place. The Commission does not have any other method of financing the costs of the Park & Poplar Projects, absent issuing bonds payable from a special benefits tax upon all taxable property within the District, without the prospect of replacing the source with tax increment revenues from developments within the Park & Poplar Allocation Area. The Commission hereby finds that designating the Park & Poplar Allocation Area as an allocation area will allow for the capture of additional tax increment revenues that will be available to the Commission to finance infrastructure and other improvements (including the Park & Poplar Projects) located in or serving or benefitting the Park & Poplar Allocation Area, thereby facilitating new investment in the Area that would otherwise not occur.

**RESOLUTION NO. 18-2025**  
**A RESOLUTION OF**  
**THE CITY OF WESTFIELD REDEVELOPMENT COMMISSION**  
**REGARDING AMENDED AND RESTATED DECLARATION FOR UNION SQUARE**

**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**, Union Square Plaza LLC, an Indiana limited liability company (the “**Developer**”), has developed: (a) that certain above-ground structured parking facility containing approximately 300 parking spaces (the “**Garage**”); and (b) that certain multi-floor building housing approximately 180 multifamily residential units and approximately 18,000 square feet of retail space, which building “wraps” the Garage (the “**Wrap Building**”); all at that certain project site in Westfield, Indiana commonly known as “Union Square” (the “**Real Estate**”); and

**WHEREAS**, the Wrap Building and the Real Estate on which the Wrap Building has been built is owned by Union Square Multifamily Phase I LLC, an Indiana limited liability company (“**USMF Phase I**”); and

**WHEREAS**, the Garage and that portion of the Real Estate on which the Garage has been built (collectively, the “**Garage Property**”) is owned by the City of Westfield Building Corporation (the “**Building Corporation**”); and

**WHEREAS**, the Building Corporation leases the Garage Property to the Commission pursuant to that certain Garage Lease Agreement dated as of June 20, 2022, as amended by that certain Addendum to Lease dated as of October 3, 2022 (the “**Garage Lease**”); and

**WHEREAS**, the Commission, the City, the Building Corporation, and the Developer previously entered into that certain that certain Declaration (Union Square), dated as of September 27, 2022 (the “**Original Declaration**”), which has been recorded against the Real Estate; and

**WHEREAS**, the Commission has determined that, subject to approval by the City and the Building Corporation, it is now in the best interests of the Commission to enter into an amended and restated declaration (the “**Amended and Restated Declaration**”) with the City, the Building Corporation, the Developer, and USMF Phase I to: (a) grant to the Developer and USMF Phase I the option to purchase, on a monthly basis, a limited number of garage passes for the tenants and other occupants of the Wrap Building (the “**Wrap Building Occupants**”) to use the parking spaces in the Garage in common with the general public and other users of the Garage, in lieu of having a more limited number of reserved parking spaces at no charge as

currently set forth in the Original Declaration; and (b) allocate maintenance and operational responsibilities of the various components of the Garage to the Commission and the Developer or USMF Phase I; and otherwise materially consistent with the Original Declaration, 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, subject to approval by the City and the Building Corporation, will execute and deliver the Amended and Restated Declaration, which Amended and Restated Declaration 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 Amended and Restated Declaration.
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 Amended and Restated Declaration and the other matters contemplated by this Resolution.

Adopted this 19th day of May, 2025.

**CITY OF WESTFIELD  
REDEVELOPMENT COMMISSION**

  
\_\_\_\_\_  
President Joseph Plankis

\_\_\_\_\_  
Vice President Jon Dartt

Absent

\_\_\_\_\_  
Secretary Brian Tomamichel

  
\_\_\_\_\_  
Member Brian Pawlowski

  
\_\_\_\_\_  
Member Larry Kemper

**RESOLUTION NO. 19-2025**  
**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 generally located at the southwest quadrant of the intersection of Park Street and Maple Street 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 19th day of May, 2025.

**CITY OF WESTFIELD  
REDEVELOPMENT COMMISSION**

  
\_\_\_\_\_  
President Joseph Plankis

  
\_\_\_\_\_  
Vice President Jon Dartt

Absent  
\_\_\_\_\_  
Secretary Brian Tomamichel

  
Member Brian Pawlowski

  
Member Larry Kemper

EXHIBIT A

The Real Estate

)RT

EXHIBIT A

The Real Estate

A part of the Northeast Quarter of Section 1, Township 18 North, Range 3 East, Hamilton County, Indiana, described as follows: Commencing at the northeast corner of said section; Thence on and along the North line thereof, South 89 degrees 22 minutes 32 seconds West (assumed bearing) 2486.88 feet to the West right of way line of Elm Street extended; Thence on and along the said right of way line, South 00 degrees 26 minutes 00 seconds East 790.00 feet to the South right of way line of Park Street; Thence on and along the said South right of way line, North 89 degrees 22 minutes 32 seconds East (the foregoing portion of this description beginning with the words "Thence on and along" is quoted from Instrument #2012060738) 463.41 feet (deduced from Instrument #2012060738) to the point of beginning of this description, which point of beginning is the southeastern boundary of the intersection of USR 31 and Park Street; thence South 36 degrees 38 minutes 16 seconds West 105.96 feet (105.98 feet by Instrument #2012060738) along the boundary of the intersection of said USR 31 and said Park Street to the east boundary of said USR 31; thence North 0 degrees 09 minutes 23 seconds East 84.65 feet to the south boundary of said Park Street; thence North 89 degrees 39 minutes 15 seconds East 63.00 feet along the boundary of said Park Street to the point of beginning and containing 0.061 acres, more or less.

TOGETHER with the permanent extinguishment of all rights and easement of ingress and egress to, from, and across the limited access facility (to be known as USR 31 and as Project 0710215) to and from the grantor's abutting lands along the lines described as follows: The 84.65-foot course described above. The above-described access control restrictions shall be a covenant running with the land and shall be binding on all successors in title to the said abutting lands and on all successors in title to the 0.061-acre parcel described above.

This description was prepared for the Indiana Department of Transportation by Beam, Longest and Neff, L.L.C.

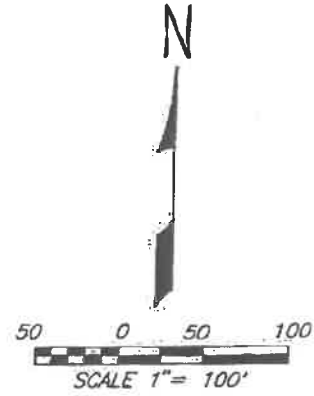
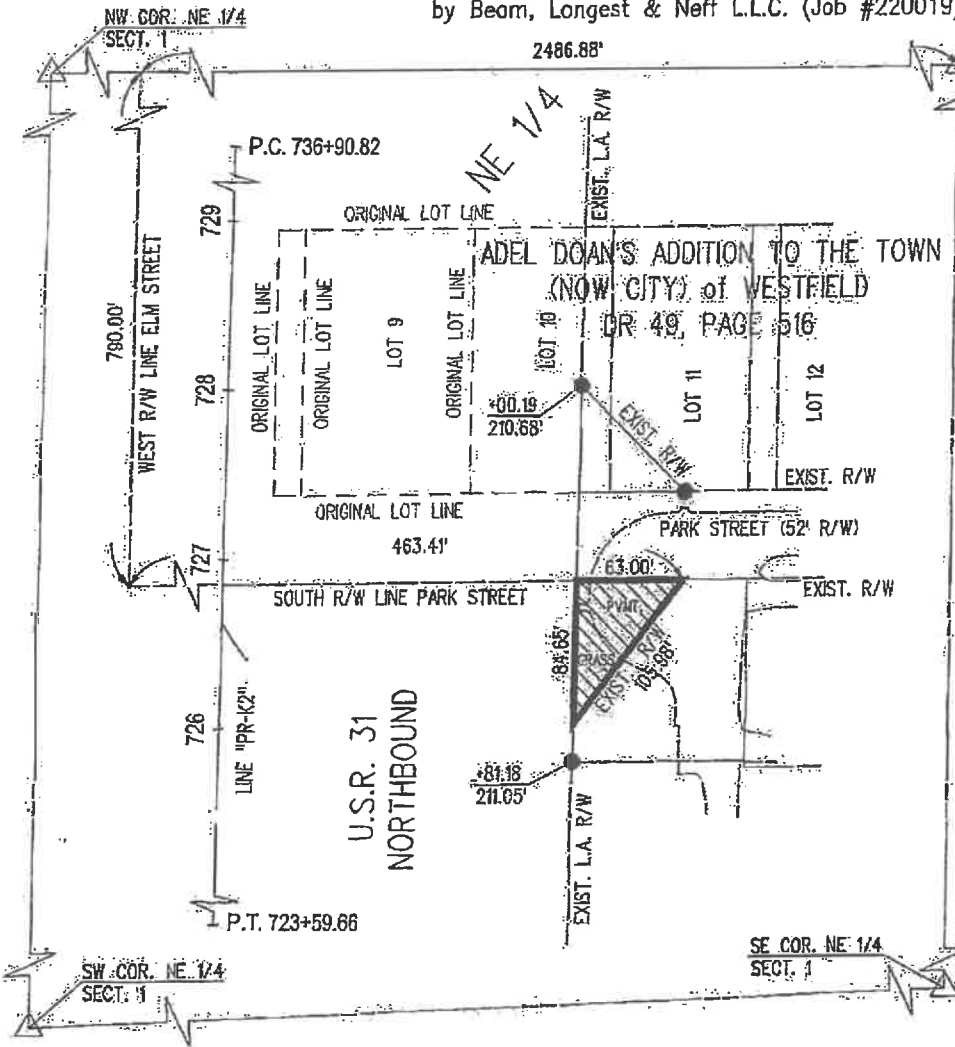
Dewey L. Witte 10/11/2022  
Dewey L. Witte Date  
Indiana Registered Land Surveyor  
License Number LS29800022  
Revised 10-05-2022



# PARCEL PLAT

SHEET 1 OF 1

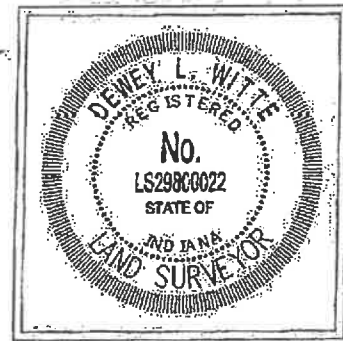
Prepared for the Indiana Department of Transportation  
by Beam, Longest & Neff L.L.C. (Job #220019)



● - 5/8 INCH REBAR FOUND

**BLN**  
BEAM-LONGEST-NEFF

8320 Craig St. Indianapolis, Indiana 46250  
Telephone: (317) 849-5832  
www.b-l-n.com



**NOTE:**  
THIS PLAT WAS PREPARED WITHOUT BENEFIT OF A FIELD CHECK. ITS SOLE PURPOSE IS FOR GRAPHIC REPRESENTATION AND IN NO WAY IS TO BE CONSTRUED AS A BOUNDARY SURVEY.

*Dewey L. Witte* 10/11/2022  
Dewey L. Witte Date  
Registered Land Surveyor No. LS29800022  
State of Indiana

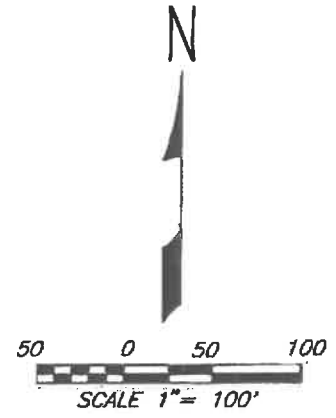
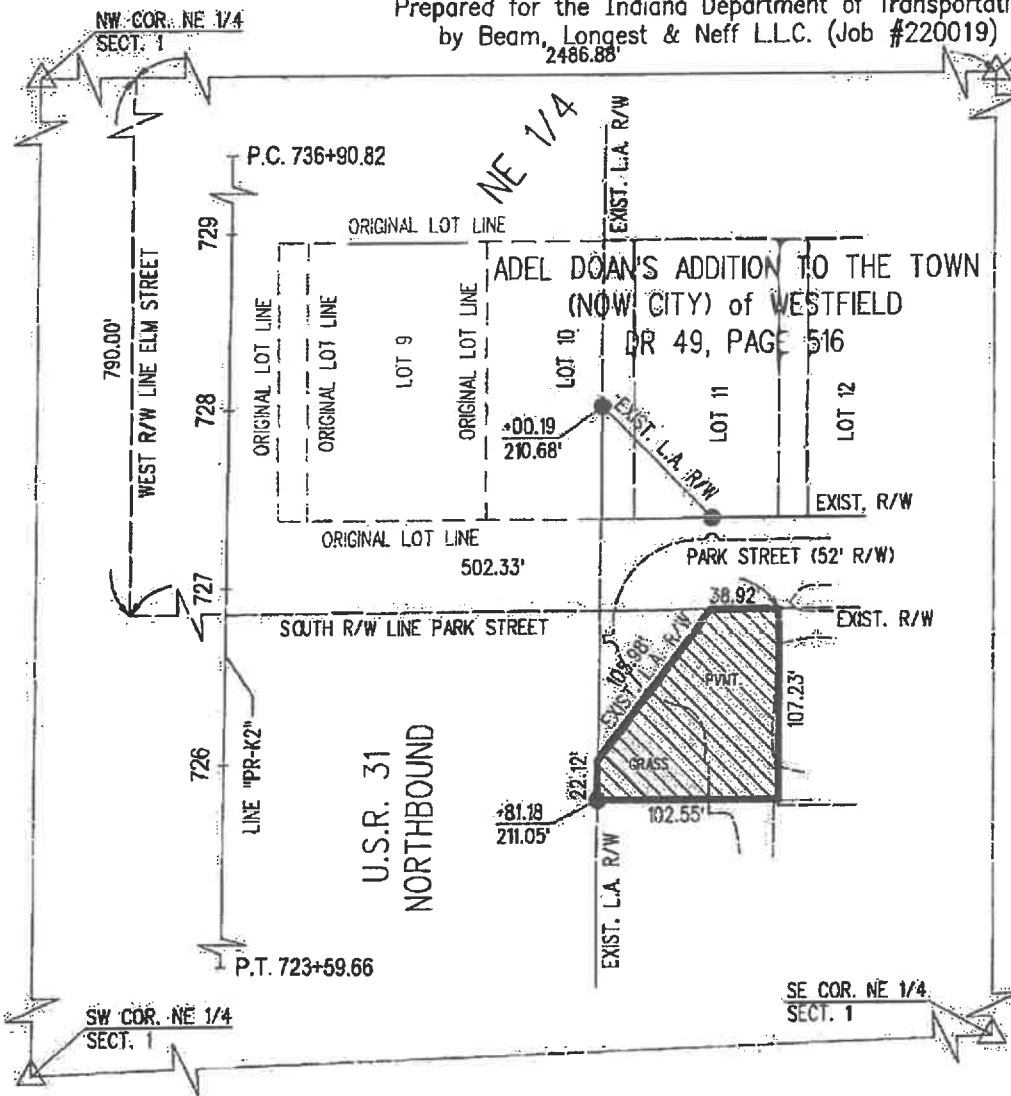
HATCHED AREA IS THE APPROXIMATE EXCESS ROW AREA	
OWNER: INDIANA DEPARTMENT OF TRANSPORTATION	DRAWN BY: M.J. DORSCH 05-16-2022
PROJECT: INDOT EXCESS ROW	CHECKED BY: D.L. WITTE 05-17-2022
PARCEL: 47	
CODE: 0800	
SECTION: 1	
TOWNSHIP: 18 N.	
RANGE: 3 E.	
COUNTY: HAMILTON	

INDOT DESIGN REVISION 10-05-2022 D.L. WITTE



# PARCEL PLAT

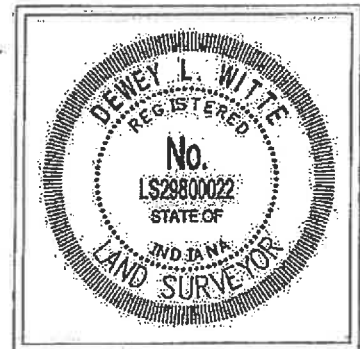
Prepared for the Indiana Department of Transportation  
by Beam, Longest & Neff L.L.C. (Job #220019)  
2486.88'



● - 5/8 INCH REBAR FOUND

**BLN**  
BEAM-LONGEST-NEFF

8320 Craig St. Indianapolis, Indiana 46250  
Telephone: (317) 849-5832  
www.b-l-n.com



**NOTE:**  
THIS PLAT WAS PREPARED WITHOUT BENEFIT OF A FIELD CHECK. ITS SOLE PURPOSE IS FOR GRAPHIC REPRESENTATION AND IN NO WAY IS TO BE CONSTRUED AS A BOUNDARY SURVEY.

*Dewey L. Witte* 05/17/2022  
Dewey L. Witte Date  
Registered Land Surveyor No. LS29800022  
State of Indiana



HATCHED AREA IS THE APPROXIMATE EXCESS LAND AREA

OWNER:	INDIANA DEPARTMENT OF TRANSPORTATION	
PROJECT:	INDOT EXCESS LAND	DRAWN BY: M.J. DORSCH 05-16-2022
PARCEL:	270	CHECKED BY: D.L. WITTE 05-17-2022
CODE:	5310	
SECTION:	1	
TOWNSHIP:	18 N.	
RANGE:	3 E.	
COUNTY:	HAMILTON	



**RESOLUTION NO. 20-2025**  
**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 generally located at the southwest quadrant of the intersection of Park Street and Maple Street in 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**, 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 Real Estate and/or other commercial property within the district, 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 Real Estate and/or other commercial property within the district, 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, 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 Real Estate and/or other commercial property within the district, 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 19th day of May, 2025.

**CITY OF WESTFIELD  
REDEVELOPMENT COMMISSION**

  
\_\_\_\_\_  
President Joseph Plankis



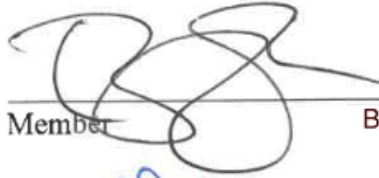
Vice President

Jon Dartt

Absent

Secretary

Brian Tomamichel



Member

Brian Pawlowski



Member

Larry Kemper

EXHIBIT A

The Real Estate

787

EXHIBIT A

The Real Estate

A part of the Northeast Quarter of Section 1, Township 18 North, Range 3 East, Hamilton County, Indiana, described as follows: Commencing at the northeast corner of said section; Thence on and along the North line thereof, South 89 degrees 22 minutes 32 seconds West (assumed bearing) 2486.88 feet to the West right of way line of Elm Street extended; Thence on and along the said right of way line, South 00 degrees 26 minutes 00 seconds East 790.00 feet to the South right of way line of Park Street; Thence on and along the said South right of way line, North 89 degrees 22 minutes 32 seconds East (the foregoing portion of this description beginning with the words "Thence on and along" is quoted from Instrument #2012060738) 463.41 feet (deduced from Instrument #2012060738) to the point of beginning of this description, which point of beginning is the southeastern boundary of the intersection of USR 31 and Park Street; thence South 36 degrees 38 minutes 16 seconds West 105.96 feet (105.98 feet by Instrument #2012060738) along the boundary of the intersection of said USR 31 and said Park Street to the east boundary of said USR 31; thence North 0 degrees 09 minutes 23 seconds East 84.65 feet to the south boundary of said Park Street; thence North 89 degrees 39 minutes 15 seconds East 63.00 feet along the boundary of said Park Street to the point of beginning and containing 0.061 acres, more or less.

TOGETHER with the permanent extinguishment of all rights and easement of ingress and egress to, from, and across the limited access facility (to be known as USR 31 and as Project 0710215) to and from the grantor's abutting lands along the lines described as follows: The 84.65-foot course described above. The above-described access control restrictions shall be a covenant running with the land and shall be binding on all successors in title to the said abutting lands and on all successors in title to the 0.061-acre parcel described above.

This description was prepared for the Indiana Department of Transportation by Beam, Longest and Neff, L.L.C.

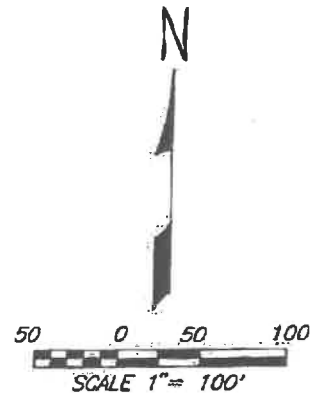
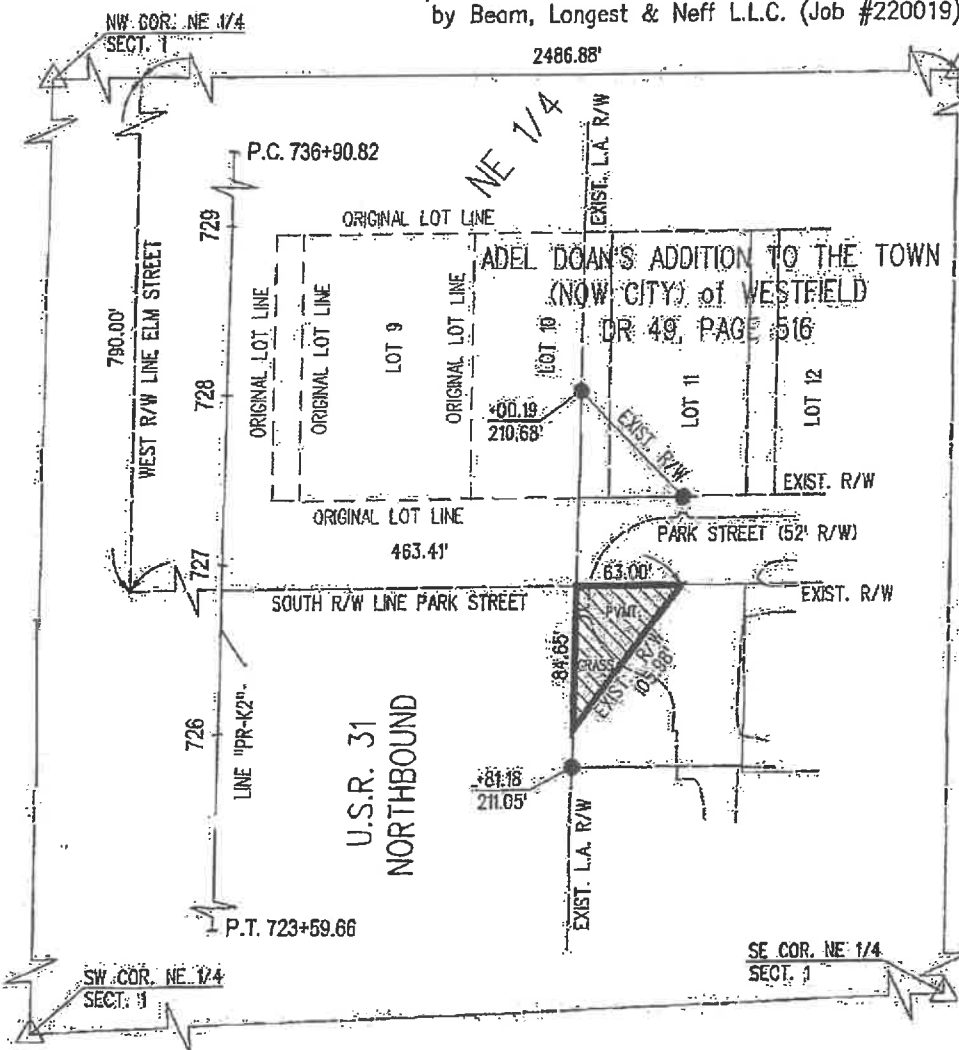
Dewey L. Witte 10/11/2022  
 Dewey L. Witte Date  
 Indiana Registered Land Surveyor  
 License Number LS29800022  
 Revised 10-05-2022



# PARCEL PLAT

SHEET 1 OF 1

Prepared for the Indiana Department of Transportation  
by Beam, Longest & Neff L.L.C. (Job #220019)



● = 5/8 INCH REBAR FOUND


**BLN**  
BEAM LONGEST NEFF

8320 Craig St. Indianapolis, Indiana 46250  
Telephone: (317) 849-5832  
www.b-l-n.com



**NOTE:**  
THIS PLAT WAS PREPARED WITHOUT BENEFIT OF A FIELD CHECK. ITS SOLE PURPOSE IS FOR GRAPHIC REPRESENTATION AND IN NO WAY IS TO BE CONSTRUED AS A BOUNDARY SURVEY.

*Dewey L. Witte* 10/11/2022  
Dewey L. Witte Date  
Registered Land Surveyor No. LS2980022  
State of Indiana

 HATCHED AREA IS THE APPROXIMATE EXCESS ROW AREA

OWNER:	INDIANA DEPARTMENT OF TRANSPORTATION	DRAWN BY:	M.J. DORSCH 05-16-2022
PROJECT:	INDOT EXCESS ROW	CHECKED BY:	D.L. WITTE 05-17-2022
PARCEL:	47		
CODE:	0800		
SECTION:	1		
TOWNSHIP:	18 N.		
RANGE:	3 E.		
COUNTY:	HAMILTON		

INDOT DESIGN REVISION 10-05-2022 D.L. WITTE

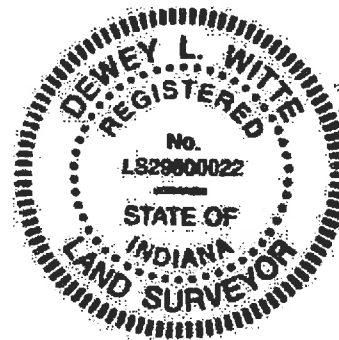
Real estate in Hamilton County, Indiana, described as follows:

Being a part of the northeast quarter of section one, township 18 north, range 3 east,

Commencing at the northeast corner of said quarter section; Thence on and along the North line thereof, South 89 degrees 22 minutes 32 seconds West (assumed bearing) 2486.88 feet to the West right of way line of Elm Street extended; Thence on and along the said right of way line, South 00 degrees 26 minutes 00 seconds East 790.00 feet to the South right of way line of Park Street; Thence on and along the said South right of way line, North 89 degrees 22 minutes 32 seconds East 502.33 feet to the point of beginning, said point also being South 89 degrees 22 minutes 32 seconds West 180.00 feet from the Northwest corner of Lot #14 in the Adel Doan Addition to the Town of Westfield; thence South 00 degrees 26 minutes 00 seconds East 107.23 feet to a point distance 23 feet northwardly, at right angles from the center line of the main track of the railroad of Central Indiana Railway Company; Thence, parallel with said Central Line of main tract South 89 degrees 38 minutes 08 seconds West 102.55 feet to the Easterly Right of Way line of United States Highway #31; Thence on and along the said Easterly Right of Way Line, North 00 degrees 06 minutes 00 seconds West 22.12 feet; Thence continuing on and along the said Right of Way Line, North 36 degrees 22 minutes 19 seconds East 105.98 feet to the South Right of Way line of Park Street; Thence on and along the said South Right of Way Line, North 89 degrees 22 minutes 32 seconds East 38.92 feet to the point of beginning and containing 0.190 acres, more or less.

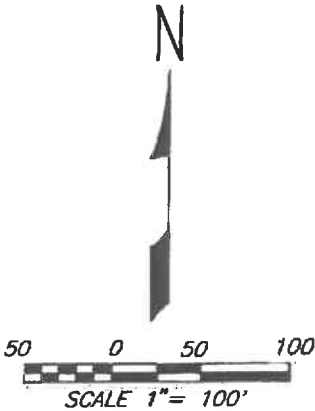
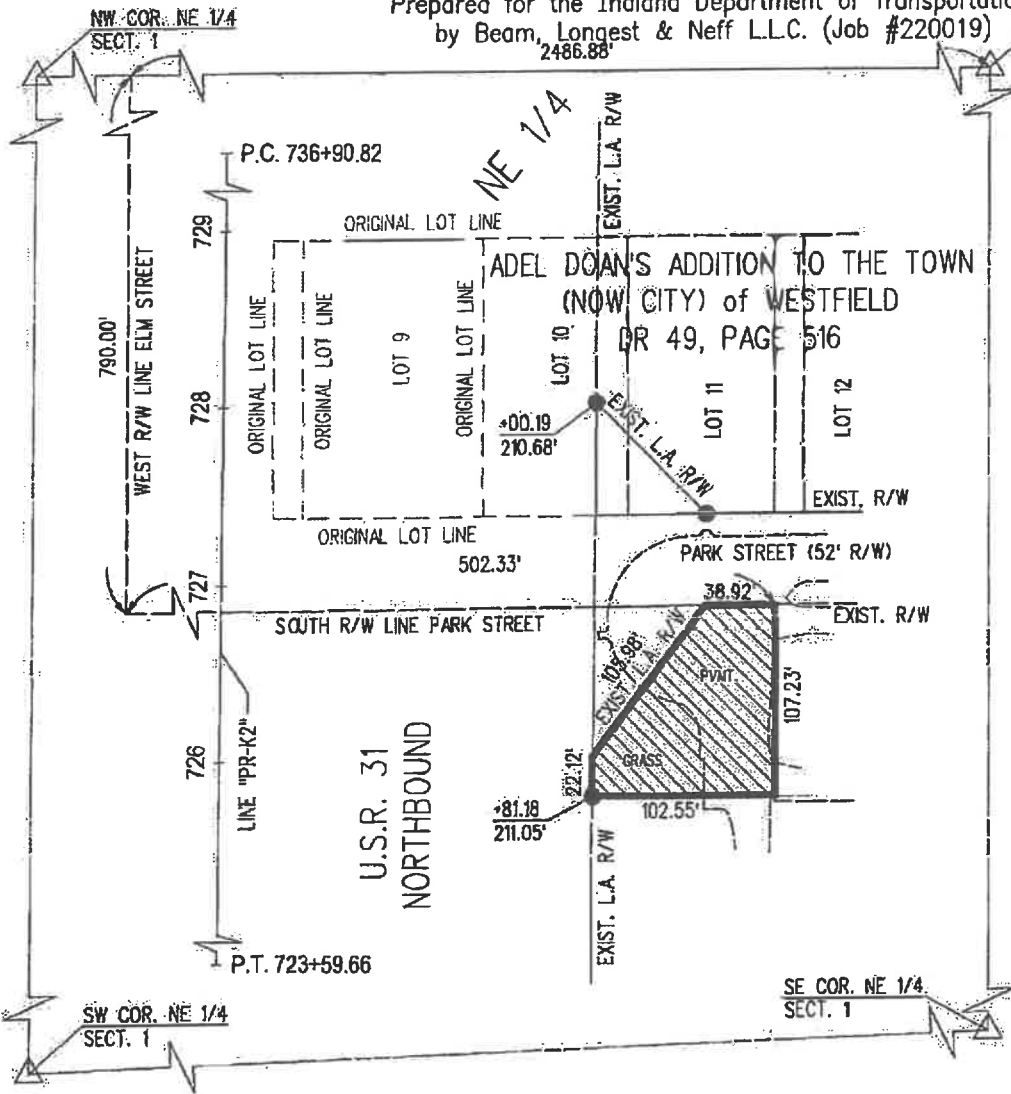
This description was prepared for the Indiana Department of Transportation by Beam, Longest and Neff, L.L.C.

Dewey L. Witte      05/17/2022  
Dewey L. Witte      Date  
Indiana Registered Land Surveyor  
License Number LS29800022



# PARCEL PLAT

Prepared for the Indiana Department of Transportation  
by Beam, Longest & Neff L.L.C. (Job #220019)  
2486.88'



● - 5/8 INCH REBAR FOUND

## BLN

BEAM-LONGEST-NEFF

8320 Craig St. Indianapolis, Indiana 46250  
Telephone: (317) 849-3832  
www.b-l-n.com



**NOTE:**  
THIS PLAT WAS PREPARED WITHOUT BENEFIT OF A FIELD CHECK. ITS SOLE PURPOSE IS FOR GRAPHIC REPRESENTATION AND IN NO WAY IS TO BE CONSTRUED AS A BOUNDARY SURVEY.

*Dewey L. Witte* 05/17/2022  
Dewey L. Witte Date  
Registered Land Surveyor No. LS29800022  
State of Indiana

 HATCHED AREA IS THE APPROXIMATE EXCESS LAND AREA

OWNER:	INDIANA DEPARTMENT OF TRANSPORTATION	DRAWN BY:	M.J. DORSCH 05-16-2022
PROJECT:	INDOT EXCESS LAND	CHECKED BY:	D.L. WITTE 05-17-2022
PARCEL:	270		
CODE:	5310		
SECTION:	1		
TOWNSHIP:	18 N.		
RANGE:	3 E.		
COUNTY:	HAMILTON		



**RESOLUTION NO. 21-2025**  
**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**, Wood Development LLC owns or controls approximately 17.02 acres of real estate generally located at 580 East 186th Street in Westfield, Indiana, 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 \$9,400,000.00 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 19th day of May, 2025.

**CITY OF WESTFIELD  
REDEVELOPMENT COMMISSION**

  
\_\_\_\_\_  
President Joseph Plankis

  
\_\_\_\_\_  
Vice President Jon Dartt

Absent

Secretary

Brian Tomamichel

Member

Brian Pawlowski

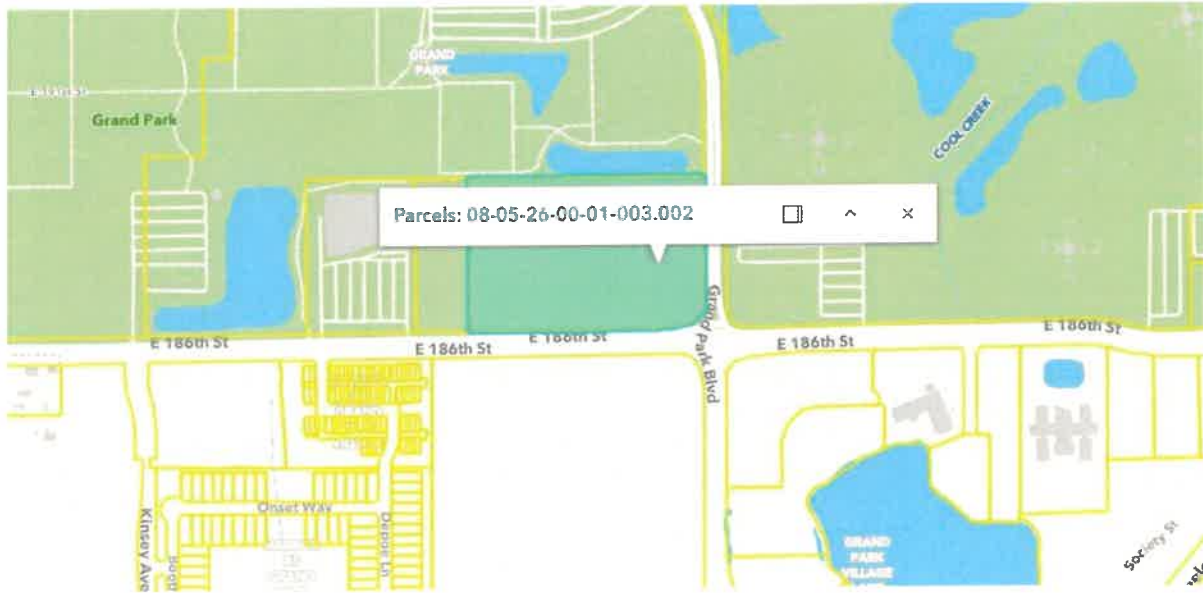
Member

Larry Kemper

EXHIBIT A

The Real Estate

Approximately 17.02 acres, being parcel number 29-05-26-001-003.002-015



**RESOLUTION NO. 22-2025**  
**A RESOLUTION OF**  
**THE CITY OF WESTFIELD REDEVELOPMENT COMMISSION**  
**REGARDING WOOD WIND PROJECT AGREEMENT**

**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**, WW Land Development, LLC, an Indiana limited liability company, or its affiliate (the “**Developer**”), owns or controls, or will own or control, approximately 136 acres (Phase 1) and bounded by 166th Street to the north; 161st Street to the south; Ditch Road to the east; and Wood Wind Golf Course to the west, and up to approximately 20 acres (Phase 2) where the existing Wood Wind Golf Course holes 2, 3, and 4 are located or such other location determined by the Developer and the Commission, all in Westfield, Indiana as further depicted on Exhibit A attached hereto and incorporated herein by reference (the “**Real Estate**”); and

**WHEREAS**, the Developer has proposed developing or redeveloping the Real Estate into a residential development (the “**Project**”) consisting of: (a) a total of approximately 229 single-family home lots to support the sale and construction of homes with an average sales price of at least \$1,000,000; (b) the construction or reconstruction of six golf holes at Wood Wind Golf Course; and (c) public infrastructure improvements including: (i) stormwater management and regional detention; and (ii) trail and park landscaping; all as generally depicted on Exhibit B attached hereto and incorporated herein by reference; and

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

**WHEREAS**, the Commission has determined that, subject to the Commission’s adoption of a declaratory resolution, confirmatory resolution, and all other approvals necessary or desirable to issue tax increment financing or other bonds in support of the Project (collectively, the “**Bond Approvals**”), it is now in the best interests of the Commission to enter into a project agreement (the “**Project Agreement**”) with the Developer, pursuant to which the Developer will agree to construct the Project, 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, subject to receipt of all Bond Approvals, will execute and deliver the Project Agreement, which Project 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 Project 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 Project Agreement and the other matters contemplated by this Resolution.

Adopted this 19th day of May, 2025.

**CITY OF WESTFIELD  
REDEVELOPMENT COMMISSION**

  
\_\_\_\_\_  
President

  
\_\_\_\_\_  
Vice President

\_\_\_\_\_  
Secretary

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Member

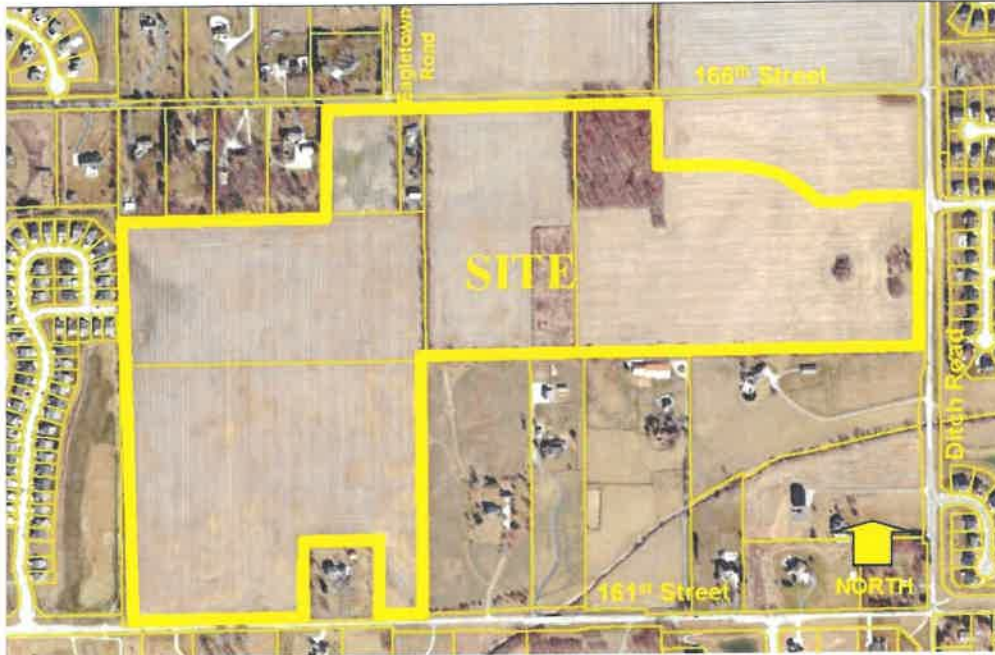
A handwritten signature in black ink, consisting of several loops and a long horizontal stroke extending to the right.

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Member

EXHIBIT A

The Real Estate



# EXHIBIT B

## The Project



**RESOLUTION NO. 23-2025**  
**A RESOLUTION OF**  
**THE CITY OF WESTFIELD REDEVELOPMENT COMMISSION**  
**REGARDING DETERMINATION OF NEED TO CAPTURE OR PASS THROUGH**  
**TAX INCREMENT REVENUES**

**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 previously has established and expanded the Economic Development and Redevelopment Areas, see attached Exhibit A (the “Economic Development Areas”), and designated the Economic Development Areas as the “Allocation Areas”, see attached Exhibit A (the “Allocation Areas”) for purposes of capturing incremental property taxes (the “TIF Revenues”) pursuant to IC 36-7-14-39 and IC 36-7-14-39.3; and

**WHEREAS**, pursuant to IC 36-7-14-39(b)(5) the Commission is required to make certain determinations relating to its need to capture TIF Revenues for the following budget year; and

**WHEREAS**, the Secretary of the Commission will provide the required notification to the taxing units impacted by the Economic Development Areas, as detailed in Exhibit B, of the Commission’s intent to capture all of the TIF Revenues for budget year 2026 except to the extent expressly set forth to the contrary on Exhibit B.

**NOW, THEREFORE, BE IT RESOLVED**, by the Commission, governing body of the City of Westfield Department of Redevelopment, as follows:

1. Pursuant to IC 36-7-14-39(b)(5), the Commission hereby makes the determination that, for budget year 2026, except to the extent expressly set forth to the contrary on Exhibit B, all of the incremental assessed value of taxable property in the Allocation Areas is needed to produce TIF Revenues necessary to make, when due, principal and interest payments on bonds described in IC 36-7-14-39(b)(4), plus the amount necessary for other purposes described in IC 36-7-14-39(b)(4). The Commission therefore determines that, except to the extent expressly set forth to the contrary on Exhibit B, there is no excess assessed value in the Allocation Areas that may be allocated to the respective taxing units in the manner prescribed in IC 36-7-14-39(b)(1).
2. The excess assessed value in the Allocation Areas as expressly set forth on Exhibit B shall be allocated to the respective taxing units in the manner prescribed in IC 36-7-14-39(b)(1), all as expressly set forth on Exhibit B.

3. The Commission hereby directs the Secretary of the Commission to provide written notifications of the determinations made herein to the Hamilton County Auditor, the Hamilton County Council, Westfield City Council, and each taxing unit that is wholly or partly located within the Allocation Areas, in the manner set forth in IC 36-7-14-39(b)(5)(B).
4. This Resolution shall take effect immediately upon adoption.

ADOPTED by the Commission this 19th day of May, 2025.


**CITY OF WESTFIELD  
REDEVELOPMENT COMMISSION**

  
\_\_\_\_\_  
President Joseph Plankis

  
\_\_\_\_\_  
Vice President Jon Dart

Absent  
\_\_\_\_\_  
Secretary Brian Tomamichel

  
\_\_\_\_\_  
Member Larry Kemper

  
\_\_\_\_\_  
Member Brian Pawlowski

## **EXHIBIT A**

### **Economic Development/Redevelopment Areas and Allocation Areas**

- East Side EDA
  - East Side Allocation Area
  - Consolidated Aurora Allocation Area
- Lantern Commons EDA
  - Front Street Allocation Area
- Eagletown EDA
  - Eagletown Allocation Area
- Grand Junction EDA
  - Grand Junction Allocation Area
  - Mainstreet Allocation Area
  - Spring Mill Centre Allocation Area
  - Park Street Allocation Area
  - Ambrose Allocation Area
- 146<sup>th</sup> Street EDA
  - 146th Street Allocation Area
  - Towne Run Allocation Area
- Southside EDA
  - Southside Allocation Area
  - SEP Allocation Area
- Spring Mill Station EDA
  - Spring Mill Station Allocation Area
  - Spring Mill Station SWC Allocation Area
- Gigabit Broadband EDA
  - Gigabit Broadband Allocation Area
- Wheeler Landing EDA
  - Wheeler Landing Allocation Area
- Union Square EDA
  - Union Square Allocation Area
- Osborne Trails EDA
  - Osborne Trails Allocation Area
  - Osborne Trails South Allocation Area
- Southpark EDA
  - Southpark Allocation Area

**EXHIBIT B**

**Description of Amount(s) Being Passed Through to Taxing Units**

To: Mr. Todd Clevenger, Hamilton County Auditor

CC: Ms. Marla Ailor, Westfield Clerk-Treasurer  
Mr. William Frye, Hamilton County Airport Authority  
Mr. Chris Jensen, Hamilton County Solid Waste Management District  
Dr. Paul Kaiser, Westfield-Washington Schools  
Ms. Jamie Goetz Mills, Washington Township Trustee  
Ms. Sheryl Sollars, Westfield Washington Public Library

May 19, 2025

**Re: Notification of Determination of Assessed Value Pass-Through for taxes Payable 2026 – Grand Junction Allocation Area**

The Westfield, Indiana Redevelopment (“Commission”) has previously established tax increment allocation areas (“Allocation Areas”) for the purposes of capturing tax increment revenues pursuant to Indiana Code 36-7-14-39. Indiana Code 36-7-14-39(b)(4)(B) (“Act”) stipulates that the Commission must determine how much, if any, of the incremental assessed value from its Allocation Areas can be passed-through to the overlapping taxing units. The Commission must notify the overlapping taxing units of this determination no later than June 15<sup>th</sup> of the year in which the determination is made. Pursuant to the Act, this letter should serve as formal notice that the Commission has determined that, for taxes payable in 2026, it will pass through approximately \$572,800 of incremental assessed value to the overlapping taxing units from the Grand Junction Allocation Area (“Allocation Area”).

Sincerely,



Joe Plankis, President  
Westfield, Indiana Redevelopment Commission

To: Mr. Todd Clevenger, Hamilton County Auditor

CC: Ms. Marla Ailor, Westfield Clerk-Treasurer  
Mr. William Frye, Hamilton County Airport Authority  
Mr. Chris Jensen, Hamilton County Solid Waste Management District  
Dr. Paul Kaiser, Westfield-Washington Schools  
Ms. Jamie Goetz Mills, Washington Township Trustee  
Ms. Sheryl Sollars, Westfield Washington Public Library

May 19, 2025

**Re: Notification of Determination of Assessed Value Pass-Through for taxes Payable 2026 – East Side Allocation Area**

The Westfield, Indiana Redevelopment (“Commission”) has previously established tax increment allocation areas (“Allocation Areas”) for the purposes of capturing tax increment revenues pursuant to Indiana Code 36-7-14-39. Indiana Code 36-7-14-39(b)(4)(B) (“Act”) stipulates that the Commission must determine how much, if any, of the incremental assessed value from its Allocation Areas can be passed-through to the overlapping taxing units. The Commission must notify the overlapping taxing units of this determination no later than June 15<sup>th</sup> of the year in which the determination is made. Pursuant to the Act, this letter should serve as formal notice that the Commission has determined that, for taxes payable in 2026, it will pass through approximately \$1,235,800 of incremental assessed value to the overlapping taxing units from the East Side Allocation Area (“Allocation Area”).

Sincerely,



Joe Plankis, President  
Westfield, Indiana Redevelopment Commission

To: Mr. Todd Clevenger, Hamilton County Auditor

CC: Ms. Marla Ailor, Westfield Clerk-Treasurer  
Mr. William Frye, Hamilton County Airport Authority  
Mr. Chris Jensen, Hamilton County Solid Waste Management District  
Dr. Paul Kaiser, Westfield-Washington Schools  
Ms. Jamie Goetz Mills, Washington Township Trustee  
Ms. Sheryl Sollars, Westfield Washington Public Library

May 19, 2025

**Re: Notification of Determination of Assessed Value Pass-Through for taxes Payable 2026 – Consolidated Aurora, Eagletown, Mainstreet, 146<sup>th</sup> Street, Westfield Southside, Spring Mill Station, Spring Mill Station SWC, Spring Mill Centre, Union Square, Osborne Trails, Osborne Trails South, Wheeler Landing, SEP, Front Street, Gigabit Broadband PP, Towne Run, Park Street, Southpark, and Ambrose Allocation Areas**

The Westfield, Indiana Redevelopment (“Commission”) has previously established tax increment allocation areas (“Allocation Areas”) for the purposes of capturing tax increment revenues pursuant to Indiana Code 36-7-14-39. Indiana Code 36-7-14-39(b)(4)(B) (“Act”) stipulates that the Commission must determine how much, if any, of the incremental assessed value from its Allocation Areas can be passed-through to the overlapping taxing units. The Commission must notify the overlapping tax units of this determination no later than June 15<sup>th</sup> of the year in which the determination is made. Pursuant to the Act, this letter should serve as formal notice that the Commission has determined that, for taxes payable in 2026, there is no excess incremental assessed value that may be allocated to the overlapping taxing units. Therefore, the Commission has determined that it will be required to capture all of the incremental assessed valued from the Allocation Areas in order to meet the Commission’s outstanding debt service obligations, to pay for projects in and around the Allocation Areas, and for other purposes allowable under the Act.

Sincerely,



Joe Plankis, President  
Westfield, Indiana Redevelopment Commission