



CITY OF WESTFIELD, IN

Parks and Recreation Board Meeting Agenda

BOARD OR COMMISSION: Parks and Recreation Board Meeting

MEETING DATE: Wednesday, August 6, 2025 at 7:00 PM

MEETING PLACE: Westfield City Hall- Assembly Room

THE FOLLOWING AGENDA IS SUBJECT TO CHANGE AT THE DISCRETION OF PARKS AND RECREATION BOARD

Julia Grimmer, President | Mayor Appointed | 3-year term | 1/1/25-12/31/27

Kurtis Baumgartner, Vice President | Mayor Appointed | 4-year term | 1/1/25-12/31/28

Terri Wolf, Secretary | City Council Appointed | 1-year term | 1/1/25-12/31/25 (non-voting)

Mike Antrim | Mayor Appointed | 1-year term | 1/1/25-12/31/25

LeAnne Zentz | Mayor Appointed | 2-year term | 1/1/25-12/31/26

Mike Hall | School Board Appointed | 4-year term | 1/1/25-12/31/28

CALL TO ORDER

NOTICE PRESENCE OF A QUORUM

PLEDGE OF ALLEGIANCE

CHANGES TO AGENDA

PUBLIC COMMENTS

APPROVAL OF MINUTES

July 2, 2025, Parks and Recreation Board Minutes

OLD BUSINESS

NEW BUSINESS

1. Action Item - DWCDC Agreement
2. Action Item - Resolution #25-146, Parks Board Resolution - 1206 West 186th Street

DIRECTOR'S REPORT

OTHER BUSINESS

NEXT REGULAR MEETING

ADJOURNMENT



Westfield
INDIANA

CITY OF WESTFIELD, IN Parks and Recreation Board Meeting Minutes

Wednesday, July 2, 2025

CALL TO ORDER

Attendance:

President: Julia Grimmer - Present

Vice President - Kurtis Baumgartner - Present

Board Member - Mike Hall - Present

NOTICE PRESENCE OF A QUORUM

Madam President Grimmer noted the presence of a quorum and called the meeting to order at 7:18 PM

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was recited.

CHANGES TO AGENDA

No changes to the agenda.

Motion to approve the agenda as presented: Kurtis Baumgartner

Second: Mike Hall

Yes: Kurtis Baumgartner, Julia Grimmer, Mike Hall

Motion Determination: Passed

PUBLIC COMMENTS

Judy Schuck – Underground Railroad

APPROVAL OF MINUTES

May 7, 2025, Parks and Recreation Board Minutes

Motion to approve Minutes: Kurtis Baumgartner

Second: Mike Hall

Yes: Kurtis Baumgartner, Julia Grimmer, Mike Hall

No: None

Motion Determination: Passed

OLD BUSINESS

None.

NEW BUSINESS

1. Action Item – REA Agreement – Park Street

Madam President Grimmer asked Parks Director McConnel to provide an overview of this, agreement between the City of Westfield and Rundell Ernstberger Associates Inc. (REA) Director McConnel provided an overview of the agreement for approval. Madam President is there a motion to approve and authorize the parks director to enter into this agreement with REA.

Motion 1:

Board President motion to move that the park board approve. The professional services agreement with REA for the Park Street improvements in the sum of \$846,750.00 and authorizes the director, in conjunction with legal counsel. To execute the same.

Motion to Approve: Kurtis Baumgartner

Second: Mike Hall

Yes: Kurtis Baumgartner, Julia Grimmer, Mike Hall

No: None

Motion Determination: Passed

Motion 2:

Board President second motion is he to move that the park board delegate to the director, the authority to determine whether it is in the best interest of the board and the department to add or change an item or items in the contract with REA and to approve each. Amendment not to exceed his purchasing authority and in accordance with applicable Indiana law. Along with a report to the parks board.

Motion to Approve: Kurtis Baumgartner

Second: Mike Hall

Yes: Kurtis Baumgartner, Julia Grimmer, Mike Hall

No: None

Motion Determination: Passed

DIRECTOR'S REPORT

1. Simon Moon Park Phase I

Punch list 99% complete. It will be open to the public through mid-September when a portion of the park will close for Simon Moon Phase two.

2. Summer Programs

New program manager John Capes has offered over 30 different events in just the first half of summer He has also started conversations with a group here in Westfield to help provide recreation and social activities for adults with developmental disabilities. Summer concerts have been attended by anywhere from 2000 to 30 people. Parks staff along with Westfield Welcome offered Pacer's viewing parties at Grand Junction Plaza. This was a great success with very short notice anywhere from 500-750 people. Westfield Welcome has held lots of activities in the plaza and parks. Farmers Market s is going strong anywhere from 1200 to 1500 people every Thursday.

OTHER BUSINESS

None.

NEXT REGULAR MEETING

Wednesday, August 6, 2025 at 7:00PM

ADJOURNMENT

Madam President adjourned the meeting at 7:30PM

Motion to approve: Kurtis Baumgartner

Second: Mike Hall

Yes: Kurtis Baumgartner, Julia Grimmer, Mike Hall

No: None

Motion Determination: Passed

Julia Grimmer, President

Date

Terri Wolf, Secretary

Date

These minutes are a summary of actions taken at the City of Westfield Parks and Recreation Board Meeting. A full recording of the meeting is available for viewing at: [n-u.ULbtuLy-u.t-E-omlci.tYQtwestfie1din](https://www.youtube.com/watch?v=ULbtuLy-u.t-E-omlci.tYQtwestfie1din)

**AGREEMENT BETWEEN THE CITY OF WESTFIELD, INDIANA AND
THE DOWNTOWN WESTFIELD COMMUNITY DEVELOPMENT CORPORATION**

The City of Westfield, Indiana ("City") and the Downtown Westfield Community Development Corporation ("DWCDC" and together the "Parties") enter into this Agreement ("Agreement") concerning the City's performance of general property maintenance and related services on and for real properties owned by the DWCDC.

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

WHEREAS, the DWCDC is an Indiana nonprofit corporation providing economic development and redevelopment support and assistance in and around the City, including, among other things, enhancing and beautifying public areas and facilities and generally upgrading the effectiveness of the infrastructure in and around the City;

WHEREAS, the DWCDC owns certain real properties located within the City;

WHEREAS, the City, through its own workforce and equipment, maintains and services several real properties;

WHEREAS, the Parties desire to enter into this Agreement whereby the City will perform the Services (as defined herein) on and for the DWCDC Properties (as defined herein), in exchange for just compensation; and

WHEREAS, the Parties anticipate a savings or reduction in reasonably foreseeable expenses because of this Agreement.

NOW, THEREFORE, the Parties do agree as follows:

Section 1. Recitals. The Recitals are essential to this Agreement and are specifically incorporated by reference.

Section 2. Purpose. This Agreement formalizes respective responsibilities, agreements, and commitments related to the City's performance of the Services on and for the DWCDC Properties.

Section 3. Representations and Warranties. Each Party represents to the other Party that it has all requisite power, authority, and legal right to enter into and carry out the obligations set forth in this Agreement, and that it will execute this Agreement by an authorized representative, on which execution this Agreement will constitute a valid, legally binding obligation of the Party, enforceable by its terms.

Section 4. Definitions.

(a) As used herein, the term "Services" shall mean: general property maintenance services including mowing, landscaping, hardscaping, trash removal, snow removal, and other related or similar services as the Parties may agree upon in writing.

(b) As used herein, the term "DWCDC Properties" shall mean: on any specific date, all real properties owned in fee simple by the DWCDC and located within the City limits.

Section 5. Obligations of City. The City agrees to:

(a) Perform the Services on and for the DWCDC Properties, and be financially responsible for all costs necessary for equipment and staffing to provide the Services on the DWCDC Properties.

(b) On a quarterly basis, submit invoices for the Services performed on and for the DWCDC Properties.

(c) Reasonably cooperate with the DWCDC on the terms and conditions of this Agreement.

(d) Designate a City employee to act as a liaison with the DWCDC.

Section 6. Obligations of DWCDC. The DWCDC agrees to:

(a) Promptly pay all City invoices for the Services.

(b) Promptly notify the City of each parcel of real property acquired and/or sold by the DWCDC within the City limits, and at all times maintain and provide the City with a current list of DWCDC Properties.

(c) Reasonably cooperate with the City on the terms and conditions of this Agreement.

(d) Appoint a representative to act as a liaison with City.

Section 7. Property. The Parties agree that there will be no acquiring, holding, or disposing of any real or personal property under this Agreement. During and after the term of this Agreement, real and personal property of the City shall remain property of

the City and real and personal property of the DWCDC shall remain property of the DWCDC.

Section 8. Dispute Resolution. The Parties shall resolve any disputes that may arise under this Agreement through the Parties' respective executive officers or their designees. If the Parties cannot resolve their claims through the executive officers or their designees, the Parties must seek to resolve their claims by mediation. The Parties shall equally share the costs of the mediator. The mediation shall be held in Westfield, Indiana unless another location is agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction . The Parties agree that the exclusive and sole venue for any claim arising out of or relating to this Agreement will be any court of competent jurisdiction in Hamilton County, Indiana.

Section 9. Term and Termination of Agreement. This Agreement shall be effective upon the execution by both Parties and shall remain in effect for two (2) years from the effective date, subject to earlier termination as provided below. This Agreement will automatically renew for one (1) year periods, subject to earlier termination as provided below. During any term, this Agreement may be terminated without cause by either Party at any time, upon sixty (60) days prior written notice to the other Party.

Section 10. Notices. Any notice or documentation required to be submitted by the Parties shall be submitted to the following address(es):

City of Westfield
ATTN: Legal Department
2728 E 171st Street
Westfield, Indiana 46074

Downtown Westfield Community
Development Corporation
ATTN: President
2728 E. 171st Street
Westfield, Indiana 46074

Section 11. Non-Discrimination. The Parties and any subcontractors agree that they will not discriminate against any employee or applicant for employment to be employed in the performance this Agreement, with respect to the employee's hire, tenure, terms, conditions, or privileges of employment, or any matter directly or indirectly related to employment, because of the employee's race, religion, color, sex, disability, national origin, or ancestry. Breach of this covenant may be considered a material breach of this Agreement.

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

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

Section 14. Interpretation. This Agreement constitutes the entire agreement between the Parties on the subject matter and there are no other terms, statements, obligations, or representations, oral or otherwise, of any nature on the subject matter. The Parties may not alter, amend, modify, or otherwise change this Agreement in any respect except by a writing duly executed by each Party.

Section 15. Independent Contractor. No part of this Agreement shall be construed to represent the creation of an employment, agency, partnership, or joint venture agreement between the City and the DWCDC. Employees and agents of the City are not employees or agents of the DWCDC because of this Agreement, and vice versa.

Section 16. Indemnification. The DWCDC shall defend, indemnify, and hold harmless the City and every past, present, and future official, representative, subsidiary, parent, division, affiliate, officer, director, employee, attorney, predecessor, and successor, both individually and in their representative capacities from and against all third party claims, demands, litigation, and losses arising out of or concerning: (a) the failure of DWCDC to observe and perform any of its obligations under this Agreement; and/or (b) any intentional or negligent act or omission by DWCDC.

Section 17. Insurance. Before the City's performance of the Services on and for the DWCDC Properties, the DWCDC will provide the City with a Certificate of Insurance naming the City as an additional insured, in an amount and form acceptable to and approved by the City and the City will provide the DWCDC with a Certificate of

Insurance naming the DWCDC as an additional insured, in an amount and form acceptable to and approved by the DWCDC. The approved coverages and limits will continue throughout the term of this Agreement.

Section 18. Non-Appropriation. The Parties acknowledge that the City is a governmental entity whose funds are subject to appropriation by its fiscal body. Thus, if the City's fiscal body should fail to appropriate funds sufficient to support performance of the Services, this Agreement will become null and void. The City shall not have to perform unless the fiscal body appropriates sufficient funds.

Section 19. Assignment. Neither Party hereto may assign or otherwise transfer this Agreement or any of its rights and obligations under this Agreement to any third party.

Section 20. Waiver. The failure of a Party to require performance of any provision will not affect that Party's right to require performance at any time after, nor will a waiver of any breach or default of this Agreement constitute a waiver of any subsequent breach or default or a waiver of the provision itself.

Section 21. Construction. The language of this Agreement shall be construed as a whole, according to its fair meaning and intendment, and not strictly for or against any Party, no matter who drafted or was principally responsible for drafting this Agreement or any specific term, provision, or condition. This Agreement is deemed to have been drafted by both Parties.

Section 22. Counterparts. This Agreement may be executed in counterparts.

CITY OF WESTFIELD, INDIANA



07/14/2025

Date

Danielle Carey Tolan [printed name]

Title: Deputy Mayor

DOWNTOWN WESTFIELD COMMUNITY DEVELOPMENT CORPORATION

Date

_____ [printed name]

Title: _____

RESOLUTION 25- 146

**A RESOLUTION OF THE CITY OF WESTFIELD PARKS AND RECREATION
BOARD DECLARING INTEREST IN AND AUTHORIZING THE PURCHASE OF
SPECIFIED LAND**

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

WHEREAS, pursuant to Ordinance 24-08 and Ind. Code § 36-10-3 *et seq.*, the Council created a City Department of Parks and Recreation ("Department") and a Parks and Recreation Board ("Board");

WHEREAS, Ind. Code § 36-1-10.5 *et seq.* authorizes the City, through its purchasing agent, to purchase land or structures;

WHEREAS, the City, in the exercise of its functions and furtherance of its operations, desires to purchase specified land, currently owned by the Mary Ann White Revocable Living Trust dated October 8, 1996 and described generally as State Parcel No. 08-05-27-00-00-013.000; consisting of +/- 22.19 acres; commonly known as 1206 West 186th Street, Westfield, Indiana 46074 ("Property");

WHEREAS, as required by Ind. Code § 36-1-10.5-5, the Council passed a Resolution expressing interest in and authorizing the City's purchase of the Property;

WHEREAS, the Board has determined that the Property is needed for public purposes and that the City's purchase of the Property is in the best interests of the citizens of the City; and

WHEREAS, the Board wishes to declare the interest that the City has in purchasing the Property and authorize further action.

NOW, THEREFORE, BE IT RESOLVED by the City of Westfield Parks and Recreation Board that:

Section 1. The foregoing recitals are fully incorporated herein by reference.

Section 2. The Board hereby declares interest in, and authorizes, the City's purchase of the Property described generally as State Parcel No. 08-05-27-00-00-013.000; consisting of +/- 22.19 acres; commonly known as 1206 West 186th Street, Westfield, Indiana 46074.

Section 3. The Board further authorizes the City, including its purchasing agents, Mayor, Director of Parks and Recreation, consultants, and legal counsel, to take all necessary and appropriate action to purchase the Property, including but not limited to, negotiating, purchasing, obtaining appraisals, surveys, environmental, and other property reports, entering into assignment of, assuming, paying the purchase price, engaging brokers, subdividing existing parcels, conducting due diligence, executing documents, paying closing costs, paying crop damage, and performing such other matters as may be appropriate in furtherance of the purchase of the Property, provided that such actions and costs are reasonably and appropriately within the scope of applicable funding and attempting wherever proper to conserve taxpayer funds. Such actions shall be subject to the terms and conditions of a negotiated purchase and sale agreement. Purchase of the Property shall be undertaken in accordance with applicable laws, including but not limited to Ind. Code § 36-1-10.5 *et seq.*

Section 4. This Resolution is effective upon passage.

PASSED THIS _____ DAY OF _____, 2025.

PARKS AND RECREATION BOARD
CITY OF WESTFIELD, INDIANA

President

Vice President

Member

Member

Member

ATTEST:
