



CITY OF WESTFIELD, IN
Redevelopment Commission Meeting Agenda

BOARD OR COMMISSION: Redevelopment Commission Meeting
MEETING DATE: Monday, September 15, 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

Joe Plankis, President | Mayor Appointed | 1-year term | 1/1/25-12/31/25
Jon Dartt, Vice President | City Council Appointed | 1-year term | 1/1/25-12/31/25
Brian Tomamichel, Secretary | City Council Appointed | 1-year term | 1/1/25-12/31/25
Larry Kemper | Mayor Appointed | 1-year term | 1/1/25-12/31/25
Steve Latour | Mayor Appointed | 1-year term | 1/1/25-12/31/25
Carrie Larrison | School Board Appointed | 2-year term | 1/1/25-12/31/26 | (non-voting)

CALL TO ORDER

- a. Declaration of quorum and opening of meeting
- b. Pledge of Allegiance
- c. Announce any Changes to Agenda

APPROVAL OF MINUTES

Document:

- Minutes from August 18, 2025

APPROVAL OF EXECUTIVE SESSION MEMORANDUM

Document: Executive Session Memorandum from August 18, 2025

FINANCIAL MATTERS

Clerk Treasurer's Reports

Documents:

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

Approval of Claims

Document: Claims for September 15, 2025

EXECUTIVE DIRECTOR REPORT

OLD BUSINESS

NEW BUSINESS

a. Action Item #1 - Resolution 39-2025 re: Acceptance of Grant from Fund 266

Document: Resolution 39-2025

b. Action Item #2 - 2025 RDC Spending Plan Amended

Document: 2025 RDC Spending Plan Amended

c. Grand Park Infrastructure Memo Presentation

d. Action Item #3 - Resolution 40-2025 re: Authorizing Grant of BAN proceeds to DWCDC to purchase 613 E. 191st Street

Document: Resolution 40-2025

e. Action Item #4 - JS Held Contract Amendment - Grand Park Project Management Services

Document: JS Held Contract Amendment - GP Project Management Services

f. Action Item #5 - JS Held Contract - Other Projects Management Services

Document: JS Held Contract - Other Projects Management Services

g. Action Item #6 - Resolution 41-2025 re: Amending Resolution 36-2025 - Grand Park District Land Acquisition

Document: Resolution 41-2025

h. Action Item #7 - Resolution 42-2025 re: Authorizing the Grand Park Master Development Agreement

Document: Resolution 42-2025

OTHER BUSINESS

a. Next Regular Meeting: Monday, October 20th, 2025, 6:00 PM

ADJOURNMENT



CITY OF WESTFIELD, IN
Redevelopment Commission Meeting Minutes - 8/18/2025
Monday, August 18, 2025 at 6:00 PM

CALL TO ORDER

Attendance:

- President: Joe Plankis - Present
- Vice President: Jon Dartt - Present
- Secretary: Brian Tomamichel - Present
- Commissioner: Larry Kemper - Present
- Commissioner: Steve Latour - Present
- Commissioner: Carrie Larrison - Present
- Executive Director: Jenell Fairman - Present
- Office Administrator: David Brock - Present
- Legal Counsel Wallack Somers & Haas, P.C. : Ryan Wilmering - Present
- Legal Counsel Barnes & Thornburg LLP : Brad Bingham - Present
- Legal Counsel Taft: Zachary Klutz - Present
- Municipal Advisor Bondry Consulting: Oscar Gutierrez - Present
- Municipal Advisor Bondry Consulting: Alex Stanley - Virtual
- Director of Public Works: Johnathon Nail - Virtual

a. Declaration of quorum and opening of meeting

President Plankis noted the presence of a quorum and called the meeting to order at 6:15 PM.

b. Pledge of Allegiance

The Pledge of Allegiance was recited.

c. Announce any Changes to Agenda

No changes to the agenda were identified.

APPROVAL OF MINUTES

Documents:

- **Minutes from June 16, 2025**
- **Minutes from July 28, 2025**

June 16, 2025, minutes were presented.

Motion to Approve: Jon Dartt

Seconded: Brian Tomamichel

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

No: None

Abstain: None

Motion Determination: Passed

July 28, 2025, special meeting minutes were presented.

Motion to Approve: Steve Latour

Seconded: Jon Dartt

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

No: None

Abstain: None

Motion Determination: Passed

APPROVAL OF EXECUTIVE SESSION MEMORANDUM

Document: Executive Session Memorandum from June 16, 2025

June 16, 2025, Executive Session Memorandum was presented.

Motion to Approve: Brian Tomamichel

Seconded: Jon Dartt

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

No: None

Abstain: None

Motion Determination: Passed

FINANCIAL MATTERS

Clerk Treasurer's Reports

Documents:

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

The Clerk Treasurer was unable to attend the meeting and sent the monthly reports early for the commissioners' review prior to the meeting. The commissioners will follow up with the Clerk Treasurer with any questions outside the meeting.

Approval of Claims

Document: Claims for August 18, 2025

Motion to Approve: Jon Dartt

Seconded: Brian Tomamichel

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

No: None

Abstain: None

Motion Determination: Passed

EXECUTIVE DIRECTOR REPORT

Executive Director Jenell Fairman provided several construction and development updates, highlighting significant investment and growth in the downtown area. Union Square apartments opened in June with several new businesses moving in, including Pure Barre, Spark Coffee, and Ever Bowl, while the Sun King facility is under construction and expected to open in spring 2026. The adjacent parking garage is already in use by residents and will officially open in mid-September. The Ambrose project, a \$26 million investment at East Street and State Road 32, is progressing, with future plans allowing for a city-owned parking garage. The Park and Poplar development, valued at \$123 million, and the nearby Jersey 32 project, estimated at \$105 million, will bring significant density, economic impact, and public art installations to downtown. Finally, the \$130 million Wood Wind East residential project will add 184 high-end homes and includes upgrades to the golf course, with much of the resulting tax increment directed to supporting local schools.

OLD BUSINESS

NEW BUSINESS

a. Ice Hockey Facility BOT Presentation

Executive Director Jenell Fairman presented about the proposed ice hockey facility planned for the southern end of the Grand Park District at 186th Street and Grand Park Blvd. The project, envisioned as a three to four sheet ice facility, recently completed the first phase of its RFQ (Request for Qualifications) process, receiving eight responses. After evaluations and interviews, four teams were selected to proceed to the RFP (Request for Proposals) stage: Card and Associates, Garmong, Lauth, and Nicholas & Company, each with strong local and national partners. The city plans to issue the RFP soon, with final selection expected by November. The preferred site aligns with the Grand Park Master Plan, although alternative sites may still be considered with proper justification. The preferred site is currently owned by D & W Farms, but the city plans to acquire it through the DWCDC as part of the Grand Park South development. A development agreement with Card and Associates is in progress.

b. Public Hearing on the Adoption of Declaratory Resolution for East Side EDA and Park & Poplar Allocation Area

Public Meeting Open: 6:37 PM
Public Meeting Close: 6:37 PM

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

c. Action Item #1 - Resolution 31-2025 re: Confirmatory Resolution - East Side EDA and Park & Poplar Allocation Area

Document: Resolution 31-2025

Executive Director Jenell Fairman presented the fourth and final step in establishing a TIF allocation area for the Park and Poplar project within the East Side EDA. This step involves adopting a confirmatory resolution to finalize the creation of the TIF district. The process has already passed through the RDC, Plan Commission, and City Council, and now returns to the RDC for confirmation. This update to East Side EDA supports the broader economic development plan for the area.

Motion to Approve: Steve Latour
Seconded: Jon Dartt

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

Motion Determination: Passed

d. Public Hearing on the Adoption of Declaratory Resolution for Grand Junction EDA and Jersey Street Allocation Area

Public Meeting Open: 6:40 PM
Public Meeting Close: 6:40 PM

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

e. Action Item #2 - Resolution 32-2025 re: Confirmatory Resolution - Grand Junction EDA and Jersey Street Allocation Area

Document: Resolution 32-2025 Executive Director Jenell Fairman presented an update on the city's largest EDA, Grand Junction, as part of the fourth and final step in creating the Jersey Street TIF allocation area. This allocation area includes all parcels involved in the Jersey 32 project, along with a small alleyway that is currently public right-of-way. The city is requesting that this alley be vacated by the City Council so it can be incorporated into the adjacent parcels and included in the allocation area. The process to finalize the TIF allocation area has already passed through the RDC, Plan Commission, and City Council, and now returns for confirmatory approval.

Motion to Approve: Brian Tomamichel
Seconded: Jon Dartt

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

Motion Determination: Passed

f. Action Item #3 - Resolution 33-2025 re: Jersey 32 Project Agreement Authorization and Grant to DWCDC

Document: Resolution 33-2025

Executive Director Jenell Fairman presented the resolution requesting authorization to execute a project agreement with the developers of the Jersey 32 project on Jersey Street. This agreement includes land grants and additional funding, beyond bond proceeds, to help upsize the planned parking garage; an effort also being mirrored at the Park and Poplar project to address ongoing parking shortages in the downtown area. Since the project's TIF revenue alone is not sufficient to fully fund the garage, the city will be providing cash grants to cover the gap in construction costs.

Motion to Approve: Steve Latour
Seconded: Jon Dartt

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

Motion Determination: Passed

g. Action Item #4 - Resolution 34-2025 re: Jersey 32 - TIF Pledge

Document: Resolution 34-2025

Executive Director Jenell Fairman presented the resolution authorizing the use of 100% of the TIF from the newly approved Jersey 32 allocation area to support a parking garage bond for the Jersey 32 project. The bond will be developer-backed, meaning there is no financial risk to the city. Since the TIF alone is not enough to fully fund the garage, additional cash contributions will also be required to complete the project.

Motion to Approve: Brian Tomamichel
Seconded: Jon Dartt

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

Motion Determination: Passed

h. Public Hearing on the Lease Agreements for Road Projects Bonds

Public Meeting Open: 6:47 PM
Public Meeting Close: 6:47 PM

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

i. Action Item #5 - Resolution 35-2025 re: Road Projects Bonds - Approving Lease Agreement, Forms of Docs, and Authorize Execution of Lease

Document: Resolution 35-2025

Executive Director Jenell Fairman, Director of Public Works Johnathon Nail, Zach Klutz with Taft Law, and Oscar Gutierrez with Bondry Consulting presented on a bond associated with seven major roadway projects. These projects are: a roundabout at 161st Street and Spring Mill Road (currently under construction and to be reimbursed from bond proceeds), the Monon Trail underpass at 161st Street, widening of 191st Street from Tomlinson to Grand Park Boulevard (including a new roundabout), a pedestrian bridge for the Monon Trail over 191st Street, the extension of Chad Hittle Drive to 186th and Tomlinson, construction of the Jersey Street extension, and realignment and extension of Towne Road to connect to State Road 32. The bond proceeds will fund these infrastructure improvements, which support ongoing and future development in the city. The issuance of up to \$40 million in lease rental bonds through the RDA would fund these key road projects. These bonds will be repaid using a special benefit tax instead of TIF revenues. The city increased the maximum annual lease payment from \$5.5 million to \$7.5 million to allow for faster repayment, with a bond term not exceeding 20 years. The road projects were selected based on their readiness for construction and alignment with the city's capital improvement plan. This strategy aims to avoid borrowing for projects not yet shovel-ready and to minimize impact on taxpayers by leveraging a temporary increase in assessed property value and seeking a levy appeal for additional funding. The bonds will be structured for quick repayment, preserving future financial capacity for upcoming projects.

Motion to Approve: Steve Latour
Seconded: Brian Tomamichel

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

Motion Determination: Passed

j. Public Hearing on the Lease Agreements for Grand Park District Land Acquisition BAN

Public Meeting Open: 7:03 PM
Public Meeting Close: 7:03 PM

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

k. Action Item #6 - Resolution 36-2025 re: Grand Park District Land Acquisition BAN - Approving Form and Authorize Execution of Lease

Document: Resolution 36-2025

Executive Director Jenell Fairman, Brad Bingham with Barnes & Thornburg, and Oscar Gutierrez with Bondry Consulting presented financing to purchase land south of 186th Street within the Grand Park Master Plan area, currently owned by D&W Farms and Henke Property Group. This purchase will give the City and RDC greater control over development and public-private partnerships in the district, including a planned ice hockey facility managed like other public infrastructure. To fund this, the city plans to issue a five-year bond anticipation note (BAN) with interest-only payments initially, providing a flexible financing approach that delays pressure on developers while allowing the city to control the land and select developers. The permanent bond would have a maximum term of 25 years, a maximum annual lease payment of \$5 million, and a principal amount around \$33 million to cover the purchase and issuance costs. The city aims to finalize the purchase by mid-October, using general revenues to secure lease payments rather than TIF or special taxes, maintaining ownership and guiding development to generate future tax increment financing revenue.

Motion to Approve: Steve Latour
Seconded: Jon Dartt

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

Motion Determination: Passed

I. Action Item #7 - Resolution 37-2025 re: Wood Wind Project Grant Authorization

Document: Resolution 37-2025

Executive Director Jenell Fairman presented the resolution about grants related to improvements at the Wood Wind golf course, part of the Wood Wind project by Old Town. This project includes building three new holes north of 161st Street and reconstructing three existing holes south of 161st Street. Initially, the plan was to finance these improvements through a TIF bond, instead available cash from the RDC's capital fund and the 146th Street TIF area will be used, with plans to seek reimbursement once the area generates more tax increment revenue. Since the Wood Wind area is primarily residential without development agreements controlling project timelines, this approach offers greater flexibility by allowing bond issuance only when a reliable repayment source is established. The grant supports the DWCDC's efforts toward the golf course construction and reconstruction.

Motion to Approve: Jon Dartt
Seconded: Brian Tomamichel

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

Motion Determination: Passed

m. Action Item #8 - Resolution 38-2025 re: Wood Wind Project (Wood Wind East / Phase 1)

Reimbursement

Document: Resolution 38-2025

Executive Director Jenell Fairman and Brad Bingham with Barnes & Thornburg presented the resolution contemplating the previously authorized grants for the Wood Wind development by formally declaring the intent to reimburse project expenses through the TIF area. It is a necessary legal step to preserve the city's future ability to issue bonds and use the proceeds to reimburse capital expenditures. This declaration of intent must be adopted within 60 days of starting construction spending to comply with federal tax regulations, ensuring the city maintains flexibility for financing options later on.

Motion to Approve: Brian Tomamichel
Seconded: Jon Dartt

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

Motion Determination: Passed

OTHER BUSINESS

a. Next Regular Meeting: Monday, September 15th, 2025, 6:00 PM

ADJOURNMENT

The Commission adjourned the meeting at 7:09 PM



Joe Plankis, RDC President



Date



Executive Session Memorandum
City of Westfield Redevelopment Commission
August 18, 2025

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

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 5:15 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 5:42 PM.



Joe Plankis, RDC President

Absent

Brian Tomamichel, Secretary

Summary of Fund Cash & Investment Balances-August 2025

Fund No.-Name	Description	August Beginning Balance	August Revenue	Claims Approved & Applied	Investment	August Ending Balances
244-RDC Capital Fund		\$ 3,080,694.57				
	Bond Issuance Reimbursement		\$ 38,179.68			
	Wallack Somers & Haas			\$ (36,042.53)		
	Barnes & Thornburg LLP			\$ (13,052.80)		
	Taft Stettinius & Hollister			\$ (2,759.50)		
	HWC Engineering			\$ (675.00)		
	Hamilton County Reporter			\$ (298.31)		
	Hunden Strategic Partners			\$ (1,470.00)		
	LVR International			\$ (4,207.50)		
	JS Held			\$ (4,989.00)		
	Speck Dempsey			\$ (17,250.00)		
	Bondry Management			\$ (43,500.00)		
	Total of 244	\$ 3,080,694.57	\$ 38,179.68	\$ (124,244.64)		\$ 2,994,629.61
266-GF Capital Projects		\$ 11,448,006.43				
	Total of 266	\$ 11,448,006.43				\$ 11,448,006.43
			Revenue	Expense		
301-Eastside		\$ 1,222,632.80				
Transfer Out to 326	LIT RDA Bond - 2018 (Dept 015)	\$ (866,079.00)				
	Beginning Balance in August	\$ 356,553.80			\$ 1,300,000.00	\$ 1,656,553.80
302-Aurora		\$ 525,313.24			\$ 500,000.00	\$ 1,025,313.24
303-Lantern Commons		\$ -			\$ -	\$ -
304-Southside		\$ -			\$ -	\$ -
305-Grand Juntion		\$ 1,942,728.45			\$ 1,000,000.00	\$ 2,942,728.45
306-Osborne Trails		\$ 496,453.30			\$ 400,000.00	\$ 896,453.30
308-Osborne Trails South		\$ 89,417.97				\$ 89,417.97
309-Eagletown		\$ 1,212,559.20			\$ 400,000.00	\$ 1,612,559.20
310-SEP		\$ 208,323.39				\$ 208,323.39
311-Spring Mill Centre		\$ 13,991.03				\$ 13,991.03
314-Spring Mill Station SWC		\$ 28,055.51				\$ 28,055.51
316-Mainstreet		\$ 939,615.95			\$ 250,000.00	\$ 1,189,615.95
317-146th Street		\$ 666,412.32			\$ 3,300,000.00	\$ 3,966,412.32
318-Gigabit*		\$ -				\$ -
319-Spring Mill Station		\$ 739,701.69			\$ 2,800,000.00	\$ 3,539,701.69
324-Eagletown DSR		\$ -			\$ -	\$ -
327-Union Square**		\$ 13,925.63			\$ -	\$ 13,925.63
328-Wheeler Landing		\$ -				\$ -
Sutotal of TIF-Cash		\$ 7,233,051.48	\$ -	\$ -	\$ 9,950,000.00	\$ 17,183,051.48
Total Cash & Investment		\$ 21,761,752.48				\$ 31,625,687.52

	January	February	March	April	May	June	July	August	September	October	Novmeber	December	Y-T-D Total	
301-Eastside	\$ 7,012.33		\$ 4,756.78	\$ 4,744.36	\$ 5,133.06	\$ 4,750.81	\$ 4,935.89	\$ 4,933.14					\$ 29,254.04	\$ 16,717.53
302-Aurora	\$ 26,627.75	\$ 1,993.53	\$ 2,358.94	\$ 1,829.53	\$ 1,824.75	\$ 1,974.25	\$ 1,827.23	\$ 1,898.42	\$ 1,897.36				\$ 15,604.01	\$ 29,993.71
303-Lantern Commons														
304-Southside														
305-Grand Juntion	\$ 17,530.86		\$ 3,659.06	\$ 3,649.51	\$ 3,948.51	\$ 3,654.47	\$ 3,796.84	\$ 3,794.72					\$ 22,503.11	\$ 53,041.79
306-Osborne Trails			\$ 1,463.62	\$ 1,459.80	\$ 1,579.40	\$ 1,461.79	\$ 1,518.73	\$ 1,517.89					\$ 9,001.23	
309-Eagletown	\$ 5,259.23		\$ 2,927.25	\$ 2,919.61	\$ 1,579.40	\$ 1,461.79	\$ 1,518.73	\$ 1,517.89					\$ 11,924.67	\$ 38,301.78
310-SEP														
311-Spring Mill Centre														
316-Mainstreet	\$ 5,200.60		\$ 2,378.39	\$ 2,372.18	\$ 987.13	\$ 913.62	\$ 949.21	\$ 948.68					\$ 8,549.21	\$ 24,554.90
317-146th Street	\$ 159,771.88	\$ 11,961.16	\$ 14,153.61	\$ 13,721.46	\$ 13,685.66	\$ 13,030.07	\$ 12,059.75	\$ 12,529.56	\$ 12,522.59				\$ 103,663.86	\$ 187,821.59
318-Gigabit														
319-Spring Mill Station	\$ 92,221.14	\$ 6,379.29	\$ 7,548.59	\$ 10,245.37	\$ 10,218.63	\$ 11,055.83	\$ 10,232.51	\$ 10,631.14	\$ 10,625.23				\$ 76,936.59	\$ 109,050.96
324-Eagletown DSR	\$ 4,818.13	\$ 1,312.77	\$ 1,182.93	\$ 1,304.56	\$ 1,262.46	\$ 1,297.41	\$ 1,256.05	\$ 1,305.00	\$ 1,304.24				\$ 10,225.42	\$ 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	\$ 40,585.06	\$ 37,618.02	\$ 39,083.52	\$ 39,061.74					\$ 287,662.14	\$ 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
5/13/2025	Wallack Somers & Haas	244	\$ 24,729.63
5/13/2025	Barnes & Thornburg	244	\$ 4,705.00
5/13/2025	Taft Stettinius & Hollister	244	\$ 3,375.50
6/10/2025	Wallack Somers & Haas	244	\$ 33,867.50
6/10/2025	Barnes & Thornburg	244	\$ 12,999.00
7/16/2025	Wallack Somers & Haas	244	\$ 35,094.30
7/16/2025	Barnes & Thornburg	244	\$ 3,071.00
8/14/2025	Wallack Somers & Haas	244	\$ 36,042.53
8/14/2025	Barnes & Thornburg	244	\$ 3,071.00
8/14/2025	Taft Stettinius & Hollister	244	\$ 2,759.50
Total-Legal			\$ 497,846.54

2/12/2025	Bondry Management Consulting	244	\$ 20,000.00
4/17/2025	CL Coonrod LLC	244	\$ 2,678.00
5/13/2025	Bondry Management Consulting	244	\$ 47,000.00
5/13/2025	CL Coonrod LLC	244	\$ 281.00
7/16/2025	Bondry Management Consulting	244	\$ 14,000.00
8/14/2025	Bondry Management Consulting	244	\$ 43,500.00
Total-Municipal Advisor			\$ 127,459.00

Grand Total			\$ 625,305.54
--------------------	--	--	----------------------

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.

September 15, 2025

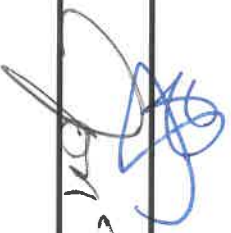
Fiscal Officer


ALLOWANCE OF ACCOUNTS PAYABLE VOUCHERS

CITY OF WESTFIELD

We have examined the Accounts Payable Vouchers listed on the foregoing Register of Accounts Payable Vouchers consisting of 2 pages and except for accounts payables not allowed as shown on the Register such account payables are hereby allowed in the total amount of \$131,631.16 and pending director approval such accounts payables are hereby allowed in the total amount of \$0.

Dated this 15 day of September, 2025


Larry Kemper
Jon Dartt


Joseph Plankis
Steve Latour

Absent
Brian Tomannichel

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: 08/15/25..09/10/25

9/10/2025 8:29 AM

Page 1 of 2

WESTFIELDTOLLEY

Buy-From Vendor No.	Buy-From Vendor Name	Invoice No.	Date	G/L Acct.	G/L Account Name	Description	Amount	Check No.	Check Date
Fund No. Fund Name									
244 Redevelopment District Capital									
RDC									
VEN000919	Hunden Strategic Partners	APP131328	9/10/2025	244018349	REDEVELOP DISTRICT	Aug services	2,092.50		
VEN000919	Hunden Strategic Partners	APP131329	9/10/2025	244018349	REDEVELOP DISTRICT	Ice Facility 4th milestone	35,000.00		
VEN011754	Bondry Management Consulting LLC	APP131330	9/10/2025	244018349	REDEVELOP DISTRICT	Woodwind	5,000.00		
VEN005661	Barnes and Thornburg LLP	APP131331	9/10/2025	244018330	REDEVELOP DISTRICT	July services	3,359.00		
VEN005476	Terra Site Development	APP131332	9/10/2025	244018349	REDEVELOP DISTRICT	Alta Survey	5,700.00		
VEN005661	Barnes and Thornburg LLP	APP131333	9/10/2025	244018330	REDEVELOP DISTRICT	July services	1,618.00		
VEN005661	Barnes and Thornburg LLP	APP131333	9/10/2025	244018330	REDEVELOP DISTRICT	July services	451.00		
VEN005661	Barnes and Thornburg LLP	APP131333	9/10/2025	244018330	REDEVELOP DISTRICT	July services	648.00		
VEN000103	American Structurepoint Inc	APP131335	9/10/2025	244018349	REDEVELOP DISTRICT	SR 32 Parcels	750.00		
VEN000919	Hunden Strategic Partners	APP131336	9/10/2025	244018349	REDEVELOP DISTRICT	Ice Facility 3rd milestone	20,000.00		
VEN001611	PSI Engineering	APP131337	9/10/2025	244018349	REDEVELOP DISTRICT	ESA	2,100.00		
VEN011751	Wallack Somers and Haas PC	APP131338	9/10/2025	244018330	REDEVELOP DISTRICT	BW Jersey	2,143.44		
VEN011751	Wallack Somers and Haas PC	APP131338	9/10/2025	244018330	REDEVELOP DISTRICT	Card	3,135.00		
VEN011751	Wallack Somers and Haas PC	APP131338	9/10/2025	244018330	REDEVELOP DISTRICT	CDC	510.00		
VEN011751	Wallack Somers and Haas PC	APP131338	9/10/2025	244018330	REDEVELOP DISTRICT	Aug services	165.00		
VEN011751	Wallack Somers and Haas PC	APP131338	9/10/2025	244018330	REDEVELOP DISTRICT	Aug services	4,015.00		
VEN011751	Wallack Somers and Haas PC	APP131338	9/10/2025	244018330	REDEVELOP DISTRICT	General	4,180.00		
VEN011751	Wallack Somers and Haas PC	APP131338	9/10/2025	244018330	REDEVELOP DISTRICT	Gr-Millien	990.00		
VEN011751	Wallack Somers and Haas PC	APP131338	9/10/2025	244018330	REDEVELOP DISTRICT	Gr-Park	8,030.00		
VEN011751	Wallack Somers and Haas PC	APP131338	9/10/2025	244018330	REDEVELOP DISTRICT	Gr-Park BOT	275.00		
VEN011751	Wallack Somers and Haas PC	APP131338	9/10/2025	244018330	REDEVELOP DISTRICT	Gr-Park General	990.00		
VEN011751	Wallack Somers and Haas PC	APP131338	9/10/2025	244018330	REDEVELOP DISTRICT	Gr Univ	55.00		
VEN011751	Wallack Somers and Haas PC	APP131338	9/10/2025	244018330	REDEVELOP DISTRICT	Ham Cross	55.00		
VEN011751	Wallack Somers and Haas PC	APP131338	9/10/2025	244018330	REDEVELOP DISTRICT	Ice Fac	19,250.00		
VEN011751	Wallack Somers and Haas PC	APP131338	9/10/2025	244018330	REDEVELOP DISTRICT	Jaffe	55.00		
VEN011751	Wallack Somers and Haas PC	APP131338	9/10/2025	244018330	REDEVELOP DISTRICT	Latern	1,780.00		
VEN011751	Wallack Somers and Haas PC	APP131338	9/10/2025	244018330	REDEVELOP DISTRICT	Level 2	110.00		
VEN011751	Wallack Somers and Haas PC	APP131338	9/10/2025	244018330	REDEVELOP DISTRICT	Market	385.00		
VEN011751	Wallack Somers and Haas PC	APP131338	9/10/2025	244018330	REDEVELOP DISTRICT	McClure	55.00		
VEN011751	Wallack Somers and Haas PC	APP131338	9/10/2025	244018330	REDEVELOP DISTRICT	Mill St	900.00		
VEN011751	Wallack Somers and Haas PC	APP131338	9/10/2025	244018330	REDEVELOP DISTRICT	Newby	165.00		
VEN011751	Wallack Somers and Haas PC	APP131338	9/10/2025	244018330	REDEVELOP DISTRICT	North Point	330.00		

Purchase Invoice Register

City of Westfield

Report Date Range: 08/15/25-.09/10/25

9/10/2025 8:29 AM

Page 2 of 2

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
---------------------	----------------------	-------------	------	-----------	------------------	-------------	--------	-----------	------------

Fund No.	Fund Name								
244	Redevelopment District Capital								

RDC									
VEN011751	Wallack Somers and Haas PC	APP131338	9/10/2025	244018330	REDEVELOP DISTRICT	Park St	222.18		
VEN011751	Wallack Somers and Haas PC	APP131338	9/10/2025	244018330	REDEVELOP DISTRICT	Spring Mill	275.00		
VEN011751	Wallack Somers and Haas PC	APP131338	9/10/2025	244018330	REDEVELOP DISTRICT	Towne Run	880.00		
VEN011751	Wallack Somers and Haas PC	APP131338	9/10/2025	244018330	REDEVELOP DISTRICT	Union	3,025.00		
VEN011751	Wallack Somers and Haas PC	APP131338	9/10/2025	244018330	REDEVELOP DISTRICT	Village P	275.00		
VEN011751	Wallack Somers and Haas PC	APP131338	9/10/2025	244018330	REDEVELOP DISTRICT	WoodWind	2,682.04		
Subtotal for RDC							131,631.16		
Subtotal for Fund 244 Redevelopment District Capital							131,631.16		
Posted Invoices Total							131,631.16		

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

Credit Memo Total



244-018-349
Project Code 24000

Invoice

Date: September 3, 2025
Invoice #: 13087

To: Westfield Redevelopment Commission
Jenell Fairman, Executive Director

Job	Payment Terms	PO #
City of Westfield – Development Advisory Services	Due upon receipt	

Qty (Hrs)	Description	Unit Price	Line Total
August 1-31, 2025 Hourly (Total Contract Value: \$49,000)			
1.50	Project Director - General Westfield Hourly Work (100%)	\$ 395.00	\$ 592.50
6.00	Analyst - General Westfield Hourly Work (100%)	\$ 250.00	\$ 1,500.00

Previously Billed-to-Date: \$12,537.50; Remaining Contract Value: \$34,370

Subtotal	\$	2,092.50
Sales Tax		
Total	\$	2,092.50

Make all checks payable to Hunden Partners
15185 Hawthorne Lane Lakeside, MI 49116



244-018-349
Project Code 25005

Invoice

Date: August 29, 2025
Invoice #: 13045

To: Westfield Redevelopment Commission
Jenell Fairman, Executive Director

Job	Payment Terms	PO #
City of Westfield - Ice Facility Developer Solicitation and Selection Services	Due upon receipt	

Qty	Description	Unit Price	Line Total
1.00	4th Milestone: Upon Completion of Task 8	\$ 35,000.00	\$ 35,000.00

(Total Contract Value: \$175,000; Previously Billed-to-Date: \$120,000)

Subtotal	\$	35,000.00
Sales Tax		
Total	\$	35,000.00

Make all checks payable to Hunden Partners
15185 Hawthorne Lane Lakeside, MI 49116

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 # 00298

DATE 09/02/2025

DUE DATE 10/02/2025

TERMS Net 30

DESCRIPTION	AMOUNT
Professional Consulting for Woodwind project.	5,000.00

.....
We appreciate your business and look forward to assisting you again!

BALANCE DUE

\$5,000.00

[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

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 3461915

Page 2

August 31, 2025
Brian L. Burdick
00099516-00000006

PAYABLE UPON RECEIPT

00099516-00000006

**OLD TOWN PROPERTIES LLC PROJECTS
AT WOOD WIND**

For legal services rendered in connection with the above matter for the period ending July 31, 2025 as described on the attached detail.

Fees for Services	\$	<u>3,359.00</u>
Total This Invoice	\$	3,359.00



TERRA Site Development, Inc.
 16060 Barringer Ct
 Westfield, IN 46074

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

Invoice Date: 8/23/25
 Invoice Number: 2507016-01
 Invoice Period: 7/1/25 - 8/23/25
 PO Number:
 Terms: Due on receipt
 Project Name Code: 2507016
 Project Name: ALTA, ██████████
 Westfield, IN

INVOICE SUMMARY

Description	Fee Budget	Prior Billings		CURRENT BILLINGS	
		% Billed	\$ Billed	% Billed	\$ Billed
04-01: ALTA Survey	\$5,700.00	--	--	100.00%	\$5,700.00
10-01: - Client - As Requested, Services (T&M)	--	--	--	--	--
Reimbursable Expenses	--	--	--	--	--
BUDGET TOTALS (Lump Sum Fee Only)	\$5,700.00				\$5,700.00
Description					Amount
TOTAL AMOUNT DUE					\$5,700.00

Please make checks payable to:
 TERRA Site Development, Inc.
 16060 Barringer Ct
 Westfield, IN 46074

DUE UPON RECEIPT - Monthly finance charge of 1 1/2 % will accrue after 30 days.
 THANK YOU. WE APPRECIATE YOUR BUSINESS!

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 3457203

Page 2

August 19, 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 July 31, 2025 as described on the attached detail.

Fees for Services	\$	<u>2,717.00</u>
Total This Invoice	\$	2,717.00



AMERICAN
STRUCTUREPOINT
 INC.

Remit to:
 9025 River Road Suite 200
 Indianapolis, IN 46240-6443
 TEL 317.547.5580 FAX 317.543.0270
 www.structurepoint.com
 Federal Tax ID: 35-1127317

August 15, 2025
 Invoice No: 193941

Mrs. Jenell Fairman, LEED AP
 Westfield Redevelopment Commission
 2728 East 171st Street
 Westfield, IN 46074

Total Due This Invoice (see breakdown below):	\$750.00
--	-----------------

Project 0002025.01254.0001 SR 32 Parcels - Westfield
Services from July 1, 2025 through July 31, 2025

Phase 00200 Legals and Exhibits
 Fee

Number of units	1.00
Fee Each	750.00
Total Fee	750.00

Total Earned	750.00
Previous Fee Billing	0.00
Current Fee Billing	750.00
Total Fee	750.00

TOTAL THIS PHASE: \$750.00

TOTAL DUE THIS INVOICE \$750.00

Very truly yours,
 Tracy McGill

Full payment of this invoice is due within 30 days from invoice date.
 Interest at the rate of 1.5% per month (\$25.00/month minimum) plus any/all collection
 costs/attorney costs may be charged if payment is not received within 60 days from the invoice date.



244-018-349
Project Code 25005

Invoice

Date: August 15, 2025
Invoice #: 13034

To: Westfield Redevelopment Commission
Jenell Fairman, Executive Director

Job	Payment Terms	PO #
City of Westfield - Ice Facility Developer Solicitation and Selection Services	Due upon receipt	

Qty	Description	Unit Price	Line Total
1.00	3rd Milestone: Upon Completion of Tasks 6-7	\$ 20,000.00	\$ 20,000.00

(Total Contract Value: \$175,000; Previously Billed-to-Date: \$100,000)

Subtotal \$	20,000.00
Sales Tax	
Total \$	20,000.00

Make all checks payable to Hunden Partners
15185 Hawthorne Lane Lakeside, MI 49116



INDIANAPOLIS ENV DEPT
INDIANAPOLIS, IN 46268
(317) 876-7723

Federal ID 37-0962090

Professional Service Industries, Inc.
www.psiusa.com

CITY OF WESTFIELD
2728 EAST 171ST STREET
WESTFIELD IN 46074
USA

CITY OF WESTFIELD
2728 EAST 171ST STREET
WESTFIELD IN 46074

Customer #	Purchase Order	Project Number	Date	Invoice #	Page
1228278		00173495	08/18/25	00991204	0001

Project:			Quantity	Unit Cost	Amount
Date	Work Order Nbr	Description			
08/06/25	00173495-1	PHASE I ESA SERVICES (EA)	1.00	2,100.00	2,100.00
Invoice Total:					\$2,100.00
Balance Due:					\$2,100.00

TERMS: NET 30 DAYS. A SERVICE CHARGE OF 1.5% PER MONTH, WHICH IS AN ANNUAL PERCENTAGE RATE OF 18% WILL BE ADDED TO A DUE ACCOUNTS. FOR QUESTIONS REGARDING THIS INVOICE, PLEASE CALL THE PHONE NUMBER ABOVE.

To assure proper credit to your account, please return with your check made payable to PSI.

Please mail remittance to:

Customer #	Invoice #	Project Number	Amount Enclosed
1228278	00991204	00173495	

Professional Service Industries, Inc.
PO Box 74008418
Chicago, IL 60674-8418



BRYAN ZWILLICH
 MICHAEL S WALLACK
 HARRY F TICE
 RYAN R WILMHEIM
 ADAM W COLLINS
 KATHIE WELCH RAWICK
 GEORGE W STUBBS
 EMERILUS

City of Westfield
Billing Statement Summary

August 31, 2025

Project Code

	Matter	Invoice Date	Invoice#	Current Fees	30 Days	Total Due
24012	COW-BWJersey	09/02/2025	38315	\$2,143.44		\$2,143.44
25002	COW-Card	09/02/2025	38316	\$3,135.00		\$3,135.00
24000	COW-CDC	09/09/2025	38363	\$ 510.00		\$ 510.00
24023	COW-██████████	09/02/2025	38317	\$ 165.00		\$ 165.00
25011	COW-██████████	09/02/2025	38322	\$4,015.00		\$4,015.00
24000	COW-General	09/02/2025	38318	\$4,180.00		\$4,180.00
24006	COW-GrMillen	09/02/2025	38319	\$ 990.00		\$ 990.00
25001	COW-GrPark	09/02/2025	38339	\$8,303.00		\$8,030.00
25003	COW-GrPBOT	09/02/2025	38340	\$ 275.00		\$ 275.00
25003	COW-GrPGen	09/09/2025	38362	\$ 990.00		\$ 990.00
24009	COW-GrUniv	09/02/2025	38320	\$ 55.00		\$ 55.00
25008	COW-HamCross	09/02/2025	38321	\$ 55.00		\$ 55.00
25005	COW-IceFac	09/02/2025	38323	\$19,250.00		\$19,250.00
24011	COW-Jaffe	09/02/2025	38324	\$ 55.00		\$ 55.00
24013	COW-Latern	09/02/2025	38325	\$1,760.00		\$1,760.00
25006	COW-Level2	09/02/2025	38326	\$ 110.00		\$ 110.00
25009	COW-Market	09/02/2025	38327	\$ 385.00		\$ 385.00
24000	COW-McClure	09/02/2025	38328	\$ 55.00		\$ 55.00
24000	COW-MillSt	09/02/2025	38329	\$ 900.00		\$ 900.00
24027	COW-Newby	09/02/2025	38330	\$ 165.00		\$ 165.00
24000	COW-Northpoi	09/02/2025	38331	\$ 330.00		\$ 330.00
24017	COW-ParkSt	09/02/2025	38332	\$ 222.18		\$ 222.18
24025	COW-SpringMi	09/02/2025	38333	\$ 275.00		\$ 275.00
24019	COW-Towne Run	09/02/2025	38334	\$ 880.00		\$ 880.00
24020	COW-Union	09/02/2025	38335	\$3,025.00		\$3,025.00
25007	COW-VillageP	09/02/2025	38336	\$ 275.00		\$ 275.00
24022	COW-WoodWind	09/02/2025	38337	\$2,682.04		\$2,682.04
			Totals:	\$54,912.66		\$54,912.66

CHARL P. HAAS
 (1992-2017)

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

Tel: 317.231.9000

Fax: 317.231.9900

RESOLUTION NO. 39-2025
A RESOLUTION OF
THE CITY OF WESTFIELD REDEVELOPMENT COMMISSION
REGARDING ACCEPTANCE OF GRANT FROM COMMON COUNCIL

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 Common Council of the City has adopted Resolution 25-144 (the “**Council Resolution**”), which authorizes the transfer or grant of \$13,000,000.00 into Fund No. 266 (the **2025 Council Grant**) for use by the Commission for capital improvements, as more particularly set forth in the Council Resolution; and

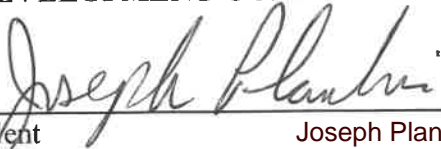
WHEREAS, the Commission is willing to accept the 2025 Council Grant for purposes consistent with the Council Resolution.

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

1. The Commission desires to accept the 2025 Council Grant.
2. Payment, disbursement, and/or grant of the 2025 Council Grant consistent with the Council Resolution and as properly approved by the Commission.
3. This Resolution shall take effect immediately upon adoption.

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

**CITY OF WESTFIELD
REDEVELOPMENT COMMISSION**




President Joseph Plankis



Vice President Jon Dartt

Absent

Secretary Brian Tomamichel


Member _____ Larry Kemper


Member _____ Steve Latour

RESOLUTION 25-144

**A RESOLUTION OF THE COMMON COUNCIL OF THE CITY
OF WESTFIELD, INDIANA AUTHORIZING A GRANT OF FUNDS FROM THE
CAPITAL PROJECTS FUND TO THE REDEVELOPMENT DISTRICT CAPITAL
FUND**

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, the City of Westfield Redevelopment District ("Redevelopment District") is a duly formed special taxing district pursuant to Ind. Code § 36-7-14-1, *et seq.*, as amended ("Act"), whose boundaries are coterminous with the City and is governed by the Westfield Redevelopment Commission ("Redevelopment Commission");

WHEREAS, pursuant to Section 12.2(a)(23) of the Act, the Redevelopment Commission is authorized to accept loans, grants, and other forms of financial assistance from the federal government, the state government, a municipal corporation, a special taxing district, a foundation, or any other source;

WHEREAS, the City's Capital Projects Fund No. 266 is expected to have an unencumbered fund balance as of December 31, 2025, in excess of \$13,000,000.00; and

WHEREAS, the Council, on behalf of the City, desires to make a grant to the Redevelopment District in the amount of \$13,000,000.00 from the City's Fund No. 266, which grant shall be deposited by the Redevelopment Commission into the Redevelopment District Capital Fund No. 244, and applied by the Redevelopment Commission for economic development and redevelopment purposes as permitted by the Act.

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of Westfield, Indiana, that:

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

Section 2. Transfer of Grant Funds. The Council hereby approves, authorizes, and directs the Clerk Treasurer to transfer funds necessary to make the following grant, in a timely and orderly fashion.

Granted from:
Fund No. 266 appropriation line item #266-018-474
\$13,000,000.00

Granted to:
Redevelopment District Capital Fund No. 244 appropriation line item 244-018-474
\$13,000,000.00.

Section 3. Conflict. Should any part of this Resolution be found unconstitutional or illegal, the remaining parts shall survive and be in full effect.

Section 4. This Resolution shall be in full force and effect from and after its passage by the Council and approval by the Mayor, and in accordance with Indiana law.

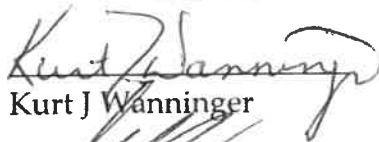
PASSED THIS _____ DAY OF _____, 2025, BY THE WESTFIELD COMMON COUNCIL, HAMILTON COUNTY, INDIANA.

WESTFIELD COMMON COUNCIL

Voting For

Voting Against

Abstain


Kurt J Wanninger


Kurt J Wanninger

Kurt J Wanninger

Chad Huff

Chad Huff

Chad Huff


Patrick T. Tamm

Patrick T. Tamm

Patrick T. Tamm


Joe Duepner

Joe Duepner

Joe Duepner

Jon Dartt

Jon Dartt

Jon Dartt

Noah Herron

Noah Herron

Noah Herron

VRM

Victor McCarty

Victor McCarty

Victor McCarty

ATTEST:

Marla Ailor

Marla Ailor, Clerk-Treasurer

I hereby certify that RESOLUTION 25-144 was delivered to the Mayor of Westfield on the 27th day of AUGUST, 2025, at 1:00 P.m.

Marla Ailor

Marla Ailor, Clerk-Treasurer

I hereby APPROVE RESOLUTION 25-144

I hereby VETO RESOLUTION 25-144

this 27th day of AUGUST, 2025.

this _____ day of _____, 2025.

Scott A. Willis

Scott A. Willis, Mayor

Scott A. Willis, Mayor

WESTFIELD, INDIANA

2025 Spending Plan

	RDC General	RDC Capital	Aurora	Eagletown	Grand Junction	Mainstreet	East Side	146th Street	Spring Mill Station	Spring Mill Station SWC	Union Square	Osborne Trails	Osborne Trails South	Wheeler Landing	Spring Mill Centre	SEP	Grand Totals
Receipts																	
Donation/Grant	\$0	\$16,919,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$16,919,000
TIF Distribution	0	0	288,470	2,661,020	3,741,330	1,764,100	2,625,880	1,055,840	1,234,480	28,870	40,430	1,013,100	56,570	542,710	59,190	281,130	15,393,120
Taxpayer Payment	0	0	0	0	0	0	0	0	0	0	0	0	0	149,653	0	0	149,653
Total Receipts	\$0	\$16,919,000	\$288,470	\$2,661,020	\$3,741,330	\$1,764,100	\$2,625,880	\$1,055,840	\$1,234,480	\$28,870	\$40,430	\$1,013,100	\$56,570	\$692,363	\$59,190	\$281,130	\$32,461,773
Disbursements																	
Capital Projects	\$0	\$16,715,000	\$0	\$0	\$0	\$0	\$0	\$1,500,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$18,215,000
Land Purchase	0	204,000	0	0	0	0	0	0	0	0	0	0	0	0	0	0	204,000
Trustee Fees	0	0	0	0	0	0	0	0	0	0	0	0	0	5,000	0	0	5,000
Debt Service																	
2012B TIF Bonds	0	0	0	0	0	95,040	0	0	0	0	0	0	0	0	0	0	95,040
2016 TIF Bonds	0	0	0	352,705	0	0	0	0	0	0	0	0	0	0	0	0	352,705
2017 TIF Bonds	0	0	0	0	0	0	602,720	0	0	0	0	0	0	0	0	0	602,720
2020 TIF Bonds (SM Centre)	0	0	0	0	0	0	0	0	0	0	0	0	0	0	59,190	0	59,190
2020 TIF Bonds (SEP)	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	224,904	224,904
2021 TIF Bonds (Wheeler Landing)	0	0	0	0	0	0	0	0	0	0	0	0	0	489,400	0	0	489,400
2022 TIF Bonds (Wheeler Landing)	0	0	0	0	0	0	0	0	0	0	0	0	0	197,963	0	0	197,963
2022 Tax. LR Bonds (Union Square)	0	0	0	0	0	0	0	0	615,495	0	51,505	0	0	0	0	0	667,000
2018 LIT Bonds	0	0	0	0	0	0	536,000	0	1,200,000	0	0	0	0	0	0	0	1,736,000
2023 LIT Bonds	0	0	0	800,000	0	800,000	0	802,000	0	0	0	0	0	0	0	0	2,402,000
2024 Refunding Bonds	0	0	0	0	1,745,000	0	0	0	0	0	0	0	0	0	0	0	1,745,000
Total Disbursements	\$0	\$16,919,000	\$0	\$1,152,705	\$1,745,000	\$895,040	\$1,138,720	\$2,302,000	\$1,815,495	\$0	\$51,505	\$0	\$0	\$692,363	\$59,190	\$224,904	\$26,995,922

Disclosure: This Spending Plan has been updated from the Spending Plan previously finalized by the Westfield Redevelopment Commission on November 11, 2024 to include a one-time cash contribution for the Wood Wind golf hole construction project.

Note: While the 2025 Spending Plan is intended to be a comprehensive list of all expected expenditures made from tax increment revenues, it is not unusual for unexpected opportunities to arise that may make it appropriate for the Redevelopment Commission to make expenditures not currently contemplated by this Spending Plan. Examples of these unexpected expenditures include (but are not limited to): debt refunding to capitalize on interest rate savings, economic development incentives to prospective companies, philanthropic gifts, state or federal grants, and matching funds for state or federal grants. In the event the need for an unexpected expenditure arises, the Redevelopment Commission will submit the amended Spending Plan to the DLGF following its adoption.

RESOLUTION NO. 40-2025
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, Westfield Athletic Properties, LLC owns approximately 2.04 acres commonly known as 613 E. 191st Street in Westfield, Indiana, as more particularly depicted on Exhibit A attached hereto and incorporated herein by reference (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 one or more grants to DWCDC in an amount not to exceed \$1,000,000.00 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 September, 2025.

**CITY OF WESTFIELD
REDEVELOPMENT COMMISSION**

	
_____ President	_____ Joseph Plankis
	
_____ Vice President	_____ Jon Dartt

Absent

Secretary

Brian Tomamichel



Member

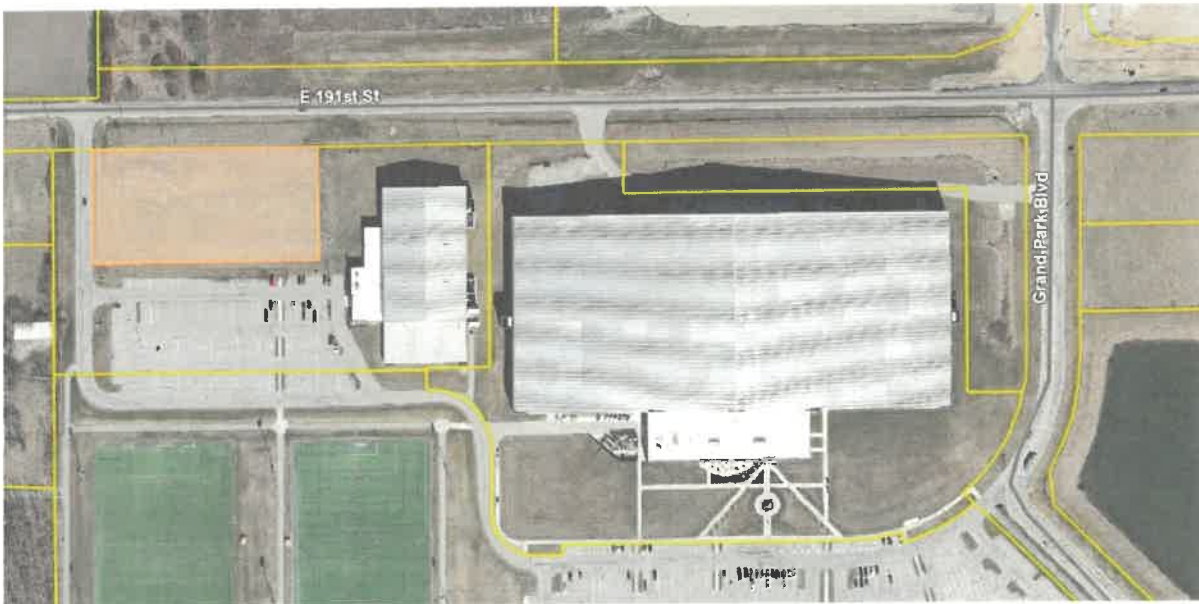
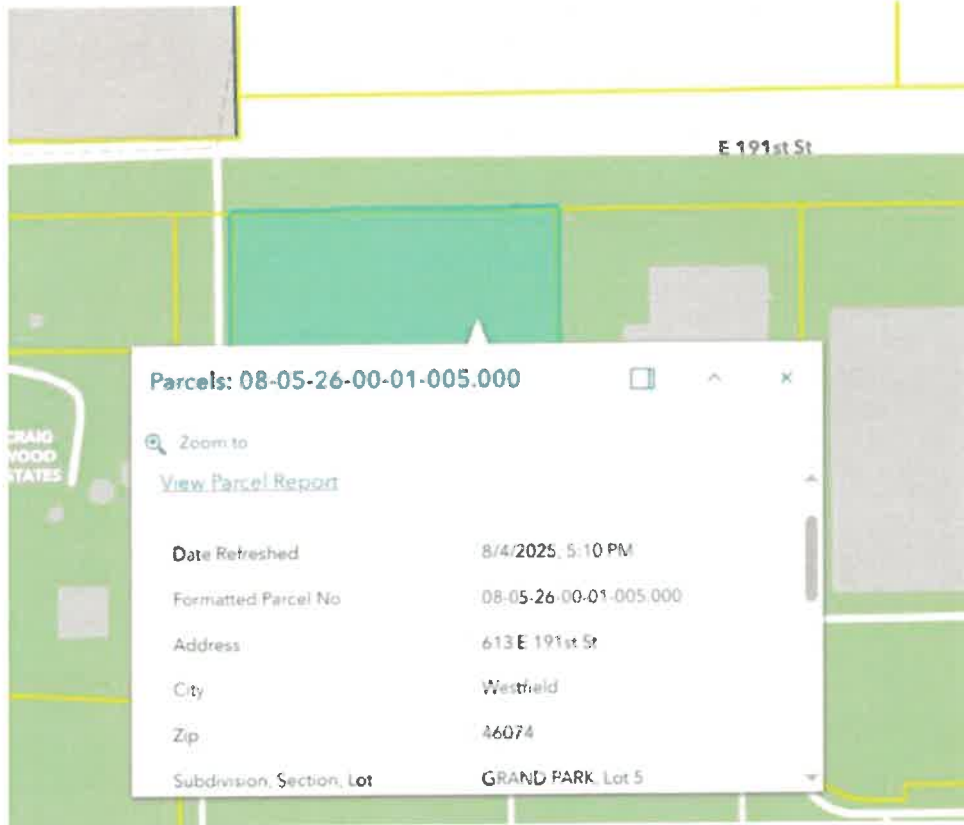
Larry Kemper



Member

Steve Latour

EXHIBIT A
The Real Estate



**FIRST AMENDMENT TO STANDARD FORM OF AGREEMENT BETWEEN
CLIENT AND CONSULTANT**

This First Amendment to Standard Form of Agreement Between Client and Consultant (“Amendment”) is effective as of the 19th day of September, 2025, by and between the Westfield Redevelopment Commission (“Client”), and J.S. Held LLC (“Consultant”).

WHEREAS, Client and Consultant entered into a Standard Form of Agreement Between Client and Consultant (“Agreement”) for Grand Park Project Management Services (“Services”) on March 21st, 2025;

WHEREAS, per Section 2.3.1 of the Agreement, a change in Services of the Consultant may be accomplished after execution of the Agreement if mutually agreed to by both Parties in writing; and

WHEREAS, Client and Consultant desire to execute this Amendment and amend the Agreement via a change in Services 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**. Section 1 (“Fee”) of Exhibit “A” to the Agreement is hereby amended to read as follows:

“Our charges will be billed hourly based on 8 hrs/week through December 31, 2026 according to our current Schedule of Rates and will not exceed \$157,408.00.”

Section 4 (“Professional Fees”) of Exhibit “A” to the Agreement is hereby amended to read as follows:

“Labor charges are all inclusive and illustrated below:

Name	Title	2026 Standard Rate
Deb Kunce	Senior Vice President	\$263 per hour
Susan Drattlo	Executive Assistant	\$131 per hour
Varies	Intern	\$120 per hour

J.S. Held LLC bills time in 6 minute increments at a rate of 1/10th the hourly rate. Premium rates may be applied when the Client requests work be accomplished in such a way that additional costs are incurred by J.S. Held LLC. Time spent in travel will be charged in accordance with hourly rates.”

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



Date

J.S. HELD LLC



Debra S. Kunce

August 25, 2025

Date

Standard Form of Agreement Between Client and Consultant

AGREEMENT made as of the 19th day of September in the year 2025
(In words, indicate day, month and year)

BETWEEN the Client:
(Name, address and other information)

Westfield Redevelopment Commission
Jenell Fairman, Executive Director
2728 171st Street,
Westfield IN 46074
317-663-9530
jfairman@westfield.in.gov

and the Consultant:

J.S. Held LLC
48 Wall Street
New York, NY 10043
Tele: 212-952-5000

With a copy to:

J.S. Held LLC
50 Jericho Quadrangle, Suite 117
Jericho, NY 11753
Attn: CEO

For the following Project:

Project Management and Consulting Services ("Project")

TABLE OF ARTICLES

- 1 RESPONSIBILITIES OF THE PARTIES
- 2 TERMS AND CONDITIONS
- 3 SCOPE OF AGREEMENT
- 4 COMPENSATION

TABLE OF EXHIBITS

- A CONSULTANT'S SERVICES AND FEE
- B CONSULTANT'S INSURANCE CERTIFICATE

ARTICLE 1 RESPONSIBILITIES OF THE PARTIES

§ 1.1 The parties shall cooperate with one another to fulfill their respective obligations under this Agreement and shall endeavor to maintain good working relationships among all members of the Project Team.

§ 1.2 CLIENT RESPONSIBILITIES

§ 1.2.1 The Client's Designated Representative, *Jenell Fairman*, is authorized to act on the Client's behalf with respect to the Project.

§ 1.2.2 To facilitate Consultant's services, the Client shall provide full and timely information regarding requirements for and limitations on the Project and shall render necessary decisions, if any, in a timely manner to avoid delay in the Consultant's performance of its services.

§ 1.2.3 To the extent Consultant's services as identified in Exhibit A relate to, or require an understanding of project budget status, Client will provide written information to the Consultant regarding overall budget for the Project, including, but not limited to that portion allocated to the Cost of the Work. Client shall timely provide information regarding project budget updates.

§ 1.2.4 Client shall be solely responsible to furnish the materials and the services of other consultants or contractors to bring about completion of the Project, other than those designated as being furnished by the Consultant in Exhibit A.

§ 1.2.5 Client shall provide prompt written notice to the Consultant if Client becomes aware of any errors, omissions or inconsistencies in the Consultant's services or in the services or information furnished by Client or one of Client's other consultants or contractors. Client's other consultants or contractors shall be qualified professionals, licensed as may be required by applicable law to perform such services in the jurisdiction in which the Project is located.

§ 1.2.6 To the extent permitted by applicable law, Client, its affiliates, subsidiaries, consultants, contractors, and subcontractors shall indemnify, defend, and hold harmless the Consultant for any claims of, or by, it or any other party arising out of, or related to, any actions, inactions, or services provided by Client, Client's other consultants, Client's contractors or Client's design professionals, and further shall request that its other consultants, contractors and design professionals shall indemnify and hold harmless Consultant in the same fashion. Client shall contractually require and ensure that such parties purchase and maintain all necessary insurances, including comprehensive general liability, workers compensation, professional liability insurances, and design/build coverages to address these requirements. Client's obligations hereunder shall be limited by applicable state and federal statutes and constitutional provisions protecting the exposure and liability of Client (including but not limited to the terms of Indiana's Tort Claims Act), so that Client's obligations to indemnify, defend, and hold harmless hereunder shall not exceed what might have been Client's liability to a claimant had Client been sued directly by the claimant and all appropriate defenses had been raised by Client. The Consultant, its affiliates, subsidiaries, sub-consultants, contractors, and subcontractors shall indemnify, defend, and hold harmless the Client for any claims of, or by, it or any other party arising out of, or related to, any actions, inactions, or services provided by Consultant and Consultant's sub-consultants or contractors, and further shall require that its other contractors and sub-consultants shall indemnify and hold harmless Client in the same fashion.

§ 1.2.7 Client agrees that Consultant, its owners, employees, successors and assignees shall not be liable for any and all claims, liabilities, damages, or other costs, whether arising in contract, by way of statute, or tort regardless of the venue or jurisdiction and including, without limitation, attorney's fees and expense, incurred or suffered by reason of, or in any way relating to, this Project, other than such claims, liabilities, damages, or other costs that are judicially determined to be caused by Consultant's own negligence, breach of this Agreement, bad faith or willful misconduct.

§ 1.3 CONSULTANT

§ 1.3.1 The Consultant's Designated Representative *Debra Kunce* is authorized to act on the Consultant's behalf with respect to the Project.

§ 1.3.2 The services the Consultant and its sub-consultants shall provide are designated in Exhibit A of this Agreement. The Consultant shall perform the services designated in Exhibit A in accordance with applicable standards of professional skill and care. Client acknowledges and recognizes that certain of Consultant's personnel may have professional registrations, accreditations, or licenses, including architect or engineer licenses or registrations, but Consultant's services shall not constitute professional design or engineering services and any advice or opinions given will not be construed as such by Client and Client shall not rely upon any actions or inactions on the part of such personnel as being those of a duly licensed professional providing such services.

§ 1.3.3 The Consultant shall submit for Client's approval a schedule for the performance of the Consultant's services, unless already incorporated into Exhibit A, which initially shall be consistent with the time periods established in Exhibit A and which shall be adjusted as necessary as the Project proceeds. In such cases, the budget for Consultant's services outlined in Exhibit A shall be adjusted to reflect any such adjustments.

§ 1.3.4 The Consultant shall maintain the confidentiality of any information specifically designated by the Client in writing as confidential, unless withholding such information would violate the law, create the risk of significant harm to the public or prevent the Consultant from establishing a claim or defense in an adjudicatory proceeding. The Consultant shall require similar agreements from its sub-consultants. In the event that Consultant is required to respond to, a validly issued third party subpoena, court order, government regulatory inquiry, or other similar request of or legal process for the production of documents and/or testimony relative to this Agreement, the Consultant shall be compensated for all time expended in connection with such response, at our regular rates, and to reimburse Consultant for all related out-of-pocket costs (including reasonable attorneys' fees) incurred.

§ 1.3.5 Except with the Client's knowledge and written consent, which shall not be unreasonably withheld, the Consultant shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Consultant's professional judgment with respect to the Project.

§ 1.3.6 The Consultant shall be entitled to rely on the accuracy, timeliness and completeness of services and information furnished by the Client, Client's contractors, other consultants, or design professionals. The Consultant shall endeavor to provide prompt written notice to the Client if the Consultant becomes aware of any errors, omissions or inconsistencies in such services or information; however, Consultant shall not be responsible for any costs of any kind arising out of any such error, omission or inconsistency.

§ 1.3.7 To the extent the Consultant's services, as identified in Exhibit A, include reviewing submittals of Client's contractors, other consultants, or design professionals, the Consultant does not assume responsibility for any aspects of the design or construction performed by the Client's contractors, other consultants, or design professionals.

§ 1.3.8 If the Consultant's services, as identified in Exhibit A, includes receipt of submittals of contractors, other consultants, or design professionals, Client shall require that prior to transmission to the Consultant for the Consultant's review, all Shop Drawings, Product Data, Samples and other submittals shall first be reviewed and approved in writing by the Client's contractor and/or design consultants as conforming to the information given and the design concept expressed in the Contract Documents. The Consultant shall be entitled to rely upon such approvals by Client's contractors, other consultants, or design professionals.

§ 1.3.9 By performing the services under this Agreement and as set forth in Exhibit A the Consultant does

not assume any responsibility for the preparation, adequacy, suitability, performance, quality and completeness of the final design, the design and construction documents, or for the construction of the Work in accordance with the approved final design. The Consultant shall not have control over or charge of, nor be responsible for, the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Consultant be responsible for Client's contractors, other consultants, or design professionals' failure to perform the work in accordance with the requirements of the Contract Documents.

§ 1.3.10 Any services performed by the Consultant during the construction of the Project are undertaken and performed by the Consultant in the sole interest and for the exclusive benefit of Client and in no way establishes any third-party beneficiary status between the Consultant and any other party.

§ 1.3.11 If Exhibit A includes evaluations of the Client's overall Project budget, budget for the Cost of the Work, preliminary estimates and updated estimates, such evaluations are based on the Consultant's experience and judgment. It is recognized, however, that neither the Consultant nor the Client has control over the cost of labor, materials or equipment, over any contractor's methods of determining bid prices, or over competitive bidding, market or negotiating conditions. Accordingly, the Consultant cannot and does not warrant or represent that any contractor's proposals or negotiated prices will not vary from the Client's overall Project budget, budget for the Cost of the Work, or from any evaluation or estimate thereof.

ARTICLE 2 TERMS AND CONDITIONS

§ 2.3 CHANGE IN SERVICES

§ 2.3.1 A change in Services of the Consultant, may be accomplished after execution of this Agreement without invalidating this Agreement if mutually agreed in writing, or if required by circumstances beyond the Consultant's control, or if the Consultant's services are affected as described in Section 2.3.2. In the absence of a mutual agreement in writing before providing such services, the Consultant shall endeavor to notify Client prior to providing such services, or as soon as practicable after commencement of such services; however, if the services were material to Client's Project interests, then such services shall be considered a change in services. In the case where circumstances allow the parties to mutually agree in writing prior to providing such services, and Client later deems that all or a part of such change in services is not required, Client shall give prompt written notice to the Consultant, and the Consultant shall have no obligation to provide those services and shall not be liable for any act or omission attributed thereto, and should discontinue their provision. Except for a change adjudicated to be the sole fault of the Consultant, a change in Consultant's services shall entitle the Consultant to an adjustment in schedule and in compensation pursuant to Sections 4.2-4.4, and to reimbursement for any Reimbursable Expenses described in Section 2.8.2.

§ 2.3.2 To the extent any of the following circumstances affects the Consultant's services for the Project, the Consultant shall be entitled to an appropriate adjustment in the Consultant's schedule and compensation:

- a) decisions or approvals of Client not rendered in a timely manner;
- b) significant change in the Project, including, but not limited to, size, quality, complexity, the schedule, overall budget or budget for the Cost of the Work, or procurement method;
- c) failure or lack of performance on the part of Client or the Client's other contractors, consultants, or design professionals or others retained by Client;
- d) reviewing subsequent submittal(s) from the Client's consultants, contractors, design-builders or others retained by the Client due to the previous submittal's failure to conform to the Contract Documents;
- e) preparation for and attendance at a meetings, hearings or other legal proceedings not originally included in the Consultant's scope of services, a dispute resolution proceeding or a legal

- proceeding except where the Consultant is a party thereto; or
- f) change in the services set forth in Exhibit A, requested or agreed to in writing by Client.

§ 2.4 DISPUTE RESOLUTION

§ 2.4.1 If the parties do not resolve their dispute through mediation pursuant to Section 2.4.2, parties shall arbitrate in accordance Section 2.4.3 of this Agreement

§ 2.4.2 MEDIATION

§ 2.4.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to arbitration or the institution of legal, equitable or other proceedings by either party. If such matter relates to or is the subject of a lien arising out of the Consultant's services, the Consultant may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to conclusion of mediation.

§ 2.4.2.2 Client and Consultant shall endeavor to resolve claims, disputes and other matters in question between them by mediation, which, unless the parties mutually agree otherwise, shall be in accordance with the Construction Industry Mediation Rules of the American Arbitration Association currently in effect at the time of the mediation. Request for mediation shall be filed in writing with the other party to this Agreement and with the American Arbitration Association. The request may be made concurrently with the institution of legal, equitable or other proceedings but, in such an event, mediation shall proceed in advance of such proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order.

§ 2.4.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the state and county where the Project is located unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 2.4.3 ARBITRATION

§ 2.4.3.1 Claims, disputes and other matters in question between the parties arising out of or related to this Agreement that are not resolved by mediation and which are subject to arbitration pursuant to Section 3.4.1 shall be decided by arbitration which, unless the parties mutually agree otherwise, shall be in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association currently in effect at the time of the arbitration. However, the parties agree that unless mutually agreed upon, any such demand will not be administered by the American Arbitration Association.

§ 2.4.3.2 In no event shall the demand for arbitration be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would have been barred by the applicable statute of limitations.

§ 2.4.3.3 No arbitration arising out of or relating to this Agreement shall include, by consolidation or joinder or in any other manner, an additional person or entity not a party to this Agreement, except by written consent containing a specific reference to this Agreement and signed by Client and Consultant and any other person or entity sought to be Joined. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not: described in the written consent or with a person or entity not named or described therein. The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by the parties to this Agreement shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

§ 2.4.3.4 The parties shall share the arbitrator's fee and any filing fees equally. The arbitration shall be held in the state and county where the Project is located unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof. The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 2.5 CLAIMS FOR CONSEQUENTIAL DAMAGES and ATTORNEY FEES AND COSTS

§ 2.5.1 The Consultant and Client waive all claims consequential damages arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Section 2.7.

§ 2.5.2 The Consultant and Client waive any right to claim or be awarded any attorney fees or costs arising out of any disputes related to the Project, or the services provided by the Consultant.

§ 2.6 MISCELLANEOUS PROVISIONS

§ 2.6.1 This Agreement shall be governed by the law of the state and county where the Project is located.

§ 2.6.2 The Consultant and its sub-consultants shall have no responsibility for the discovery, presence, handling, removal or disposal of, or for the exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 2.6.3 Subject to the confidentiality requirements of Section 1.3.4, the Consultant shall have the right to include in its promotional and professional materials photographic representations of the Project, copies of its Instruments of Service or any other materials prepared by the Consultant in connection with the Project. The Consultant shall be given reasonable access to the completed Project to make such photographic representations. Client shall provide professional credit to the Consultant in the Client's promotional materials for the Project. The Client shall allow the Consultant job site signage (4'x8') on each visible side of the Project perimeter. The Client shall allow the Consultant to post Project updates on commercially available social networking sites for the purpose of highlighting the Consultant's services performed on the Project.

§ 2.6.4 Client and Consultant, respectively, bind themselves, their successors and assigns to the other party to this Agreement and to the successors and assigns of such other party with respect to all covenants of this Agreement. Neither party shall assign this Agreement without the written consent of the other, except that Client may assign this Agreement to an institutional lender providing financing for the Project. In such event, the lender shall assume Client's rights and obligations under this Agreement, and the Consultant shall execute all reasonable consents facilitating such assignment, conditioned upon the Consultant's receipt of all amounts due as provided in this Agreement.

§ 2.6.5 Client shall provide the Consultant with a copy of the executed agreements between the Client and Client's other contractors, consultants, or design professionals.

§ 2.6.6 Client agrees to limit the liability of the Consultant and his or her subconsultants to Client for any and all claims, losses, costs, damages of any nature whatsoever or from any cause or causes that Client makes or incurs, whether arising in tort, contract, or by statute, so that the total aggregate liability of the Consultant and his or her subconsultants to the Client shall not exceed the Consultant's total compensation received (less reimbursables) for services rendered on this Project.

§ 2.6.7 The Parties shall not solicit or employ any employees whom provide services to either party, for this or any Project that the Consultant has provided services on, for a period of one (1) year thereafter the date of last service provided by the Consultant employee to the Client. In the event of a breach of this Section

2.6.7 by a Party, either directly or indirectly, within the one (1) year period as stated herein, that Party shall pay to the other Party as liquidated damages, an amount equal to 100% of the employee's annual salary, including bonuses currently in effect for the employee. The parties agree that any damages from the breach of this provision would be difficult to determine and that the remedy set forth herein is a reasonable estimate of such damages. This restriction shall not apply to public solicitations of employment not specifically directed to any individual that an individual may respond to.

§ 2.6.8 Under Ind. Code § 22-5-1.7-11, by entering into this Agreement with Client, Consultant is required to enroll in and verify the work eligibility status of all newly hired employees through the E-Verify program. Consultant is not required to verify the work eligibility status of all newly hired employees through the E-Verify program if the E-Verify program no longer exists. Consultant hereby affirms that it does not knowingly employ an unauthorized alien. Consultant further affirms that it will enroll in and agree to verify the work eligibility status of all newly hired employees through the E-Verify program.

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

§ 2.7 TERMINATION OR SUSPENSION

§ 2.7.1 If Client fails to make payments to the Consultant in accordance with this Agreement, such failure shall be considered substantial non-performance and cause for termination or, at the Consultant's option, cause for suspension of performance of services under this Agreement. Prior to suspension or termination of services, the Consultant shall give seven days' written notice to Client. The Consultant shall have no liability to Client for delay or damage caused to the Client because of such suspension or termination of services. In the event of suspension of services because of nonpayment and before resuming services, the Consultant shall be paid for all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Consultant's services. The Consultant's compensation and schedule for the remaining services shall be equitably adjusted.

§ 2.7.2 If Client suspends the Project or the Consultant's services, the Consultant shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Consultant shall be compensated for expenses incurred in the interruption and resumption of the Consultant's services. The Consultant's compensation and schedule for the remaining services shall be equitably adjusted.

§ 2.7.3 If the Project is suspended or the Consultant's services are suspended for more than 90 cumulative days, the Consultant may terminate this Agreement by giving not less than seven days' written notice.

§ 2.7.4 This Agreement may be terminated by either party upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 2.7.5 This Agreement may be terminated by the Client upon not less than seven days' written notice to the Consultant for the Client's convenience and without cause. If Exhibit A defines the billing structure on a flat, lump sum or fixed fee per period and the Client terminates this Agreement without cause, the Consultant shall be paid in full for the entire period in which the termination occurs.

§ 2.7.6 In the event of termination the Consultant shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due and, if this Agreement is terminated by Client

without cause, all expenses directly attributable to termination without set off for which the Consultant is not otherwise compensated.

§ 2.8 PAYMENTS TO THE CONSULTANT

§ 2.8.1 Payments on account of services rendered and for Reimbursable Expenses incurred shall be made monthly upon presentation of the Consultant's statement of services. No deductions shall be made from the Consultant's compensation on account of penalty, liquidated damages or other sums withheld from payments to contractors, design-builders or others or on account of the cost of changes to the Work other than those for which the Consultant has been adjudged to be liable.

§ 2.8.2 Reimbursable Expenses are in addition to compensation for the Consultant's services and include expenses incurred by the Consultant and its employees and sub-consultants directly related to the project, as identified in the following sub-sections:

1. transportation in connection with the Project and authorized out-of-town travel and subsistence;
2. fees paid for securing approval of authorities having jurisdiction over the Project;
3. reproductions, plots, standard form documents, postage, handling, and delivery of Consultant Deliverables or other documents or materials;
4. renderings, models and mockups requested by Client;
5. expense of professional liability insurance dedicated exclusively to this Project or the expense of additional insurance coverage or limits requested by the Client in excess of that normally carried by the Consultant and its sub-consultants;
6. reimbursable Expenses as designated herein; and
7. other similar direct Project-related expenditures.

§2.8.3 Records of Reimbursable Expenses, of expenses pertaining to a Change of Services, and of services performed based on hourly rates shall be available to Client and Client's authorized representative at mutually convenient times.

ARTICLE 3 SCOPE OF AGREEMENT

§ 3.1 This Agreement represents the entire and integrated agreement between Client and the Consultant and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by Client and Consultant. This Agreement is comprised of the documents listed below:

- .1 This Document, Standard Form of Agreement Between Client and Consultant.
- .2 Exhibit A: Fee

ARTICLE 4 COMPENSATION

§ 4.1 Consultant's fees and expenses are not contingent upon results and the Client agrees to pay all invoices within the terms of this Agreement, regardless of result or status of the Project. For the Consultant's services under this Agreement, compensation shall be as set forth in Exhibit A.

§ 4.1.1 Client understands that the Consultant's cost budget for services is based upon preliminary Project scope, cost, and scheduling information, and, as such, do not represent a guarantee that Consultant's services may be performed for such budget. Consultant shall endeavor to timely inform Client should evolving Project conditions indicate a possibility that Consultant's budget will be exceeded.

§ 4.2 For a Change in Services as described in Section 2.3, the Consultant's compensation shall be adjusted in accordance with Exhibit A or in an equitable manner agreed to in writing by the parties.


§ 4.3 The rates and multiples for services of the Consultant and its sub-consultants as set forth in this Agreement for hourly work could be increased on January 1st of each calendar year, but must be proposed by the Consultant in writing at least 45 days in advance of January 1st each calendar year..

§ 4.4 Payments are due and payable forty-five (45) days from the date of the Consultant's invoice.

§ 4.5 All notices under this Agreement, including notices of address change, must be in writing and will be deemed to have been given when sent by (i) registered mail, return receipt requested, or (ii) a nationally recognized overnight delivery service (such as Federal Express), to the appropriate Party at the relevant address first listed above, or to a Party's address as changed in accord with this Section.

§ 4.6 The parties acknowledge that Client is a governmental entity whose funds are subject to appropriation by its fiscal body. Therefore, if at any time during the initial term or subsequent term of this Agreement, Client's fiscal body should fail to appropriate sufficient funds to continue this Agreement, it will become null and void. Client shall not be obligated to perform unless and until sufficient funds are appropriated. Client agrees to seek funding for the continuation of this Agreement during each budget cycle during the initial term or subsequent term of this Agreement. Client agrees to inform Consultant in writing of any such non-allocation of funds at the earliest possible date, and shall pay for all conforming services provided prior to exhaustion of the appropriated funds.

This Agreement entered into as of the day and year first written above.


OWNER (Signature)

Joseph Plankis, RDC President
(Printed name and title)


CONSULTANT (Signature)

Caroline Kinsella, Associate General Counsel
(Printed name and title)

EXHIBIT A

FEE

Our charges will be billed hourly based on 8 hrs/week August 2025 through December 2026 according to our current Schedule of Rates and will not exceed \$151,408. Proposed fee is based on the following. While the Senior Vice President will perform most of the duties, others may support as needed at the rates listed in the Schedule of Rates section below. Ultimately, the total fee invoiced will not exceed the maximum indicated.

2025: 8 hrs/week for 21 weeks @ \$250/hr = \$ 42,000
2026: 8 hrs/week for 52 weeks @ \$263/hr = \$109,408
Total Maximum Fee: \$151,408

SCOPE OF SERVICES

Provide project management and consulting associated with redevelopment projects:
Develop project management plans for horizontal and vertical development projects
Coordinate design and construction issues between project stakeholders
Drive accountability with Developers
Tracking outstanding issues

INVOICES

Invoices from J.S. Held LLC include all labor charges, other direct costs, and costs associated with services provided. Charges include only those services directly attributable to the completion of the work. Payment is required in US dollars within forty-five (45) days after receipt or interest charges may be applied as permitted by applicable law.

Any invoice for sub-consultant shall be marked up at 10% above costs. Sub Consultants shall only be engaged with prior written approval from client.

SCHEDULE OF RATES

Labor charges are all inclusive and illustrated below:

<u>Title</u>		<u>Range</u>	
<u>Name</u>	<u>Title</u>	<u>2025 Standard Rate</u>	<u>2026 Standard Rate</u>
Deb Kunce	Senior Vice President	\$250 per hour	\$263 per hour
Susan Drattlo	Executive Assistant	\$125 per hour	\$131 per hour
Varies	Intern	\$115 per hour	\$120 per hour

J.S. Held LLC bills time in 6 minute increments at a rate of 1/10th the hourly rate. Premium rates may be applied when the Client requests work be accomplished in such a way that additional costs are incurred by J.S. Held LLC. Time spent in travel will be charged in accordance with hourly rates.

OTHER DIRECT COSTS

Local mileage is charged in accordance with IRS guidelines.

Other project expenses which are charged directly may include (but are not necessarily limited to) communications charges, materials, outside laboratory tests, outside computer charges, reproduction, mailing and shipping charges, and special insurance. Technical equipment, used either in-house or in the field, is charged at an hourly rate. Rates may be adjusted for equipment dedicated to a project for an extended period of time.

**WESTFIELD REDEVELOPMENT COMMISSION
RESOLUTION NO. 41-2025**

**RESOLUTION OF THE WESTFIELD REDEVELOPMENT COMMISSION
AMENDING RESOLUTION NO. 36-2025 APPROVING THE FORM AND
AUTHORIZING THE EXECUTION OF A PROPOSED LEASE AGREEMENT
BETWEEN THE WESTFIELD REDEVELOPMENT AUTHORITY AND THE
WESTFIELD REDEVELOPMENT COMMISSION, AND AUTHORIZING CERTAIN
MATTERS RELATED THERETO**

WHEREAS, the City of Westfield Redevelopment Commission (the “Commission”), as the governing body for the City of Westfield Redevelopment Department and the City of Westfield Redevelopment District (the “District”), exists and operates under the provisions of Indiana Code 36-7-14, as amended from time to time (the “Act”); and

WHEREAS, the Westfield Redevelopment Authority (the “Authority”) has been created pursuant to Indiana Code 36-7-14.5 as a separate body corporate and politic and as an instrumentality of the City of Westfield, Indiana (the “City”), to finance local public improvements for lease to the Commission; and

WHEREAS, the Commission previously adopted its Resolution No. 36-2025 (the “Prior Resolution”) at the Commission’s meeting of August 18, 2025, which Prior Resolution approved the execution of a Lease (as defined in the Prior Resolution) for the purpose of paying the principal and interest on the Bonds (as defined in the Prior Resolution) which are to be issued by the Authority to finance the Costs of the Projects (as defined the Prior Resolution); and

WHEREAS, at the time of the adoption of the Prior Resolution, the Commission had been informed that the Authority may issue the Bonds and BANs (as defined in the Prior Resolution) in respective aggregate maximum principal amounts of \$33,345,000 and such amount was recited in the form of the Lease approved by the Commission in the Prior Resolution; and

WHEREAS, the Commission now desires to approve an amended form of the Lease (the “Amended Lease”) and an amendment to the Prior Resolution to align the Lease and the Prior Resolution with the Authority’s authorization of the Bonds and BANs in respective maximum aggregate principal amounts of \$35,000,000.

WHEREAS, the form of the proposed Amended Lease has been presented to the Commission at this public meeting; and

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

1. The Commission hereby amends the Prior Resolution to reflect that the Authority has increased the authorized aggregate maximum amounts of the Bonds and the BANs, respectively, from \$33,345,000 to \$35,000,000.

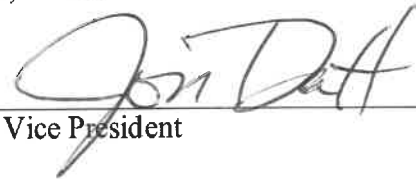
2. The Commission hereby approves the Amended Lease in the form presented to the Commission at this meeting and amends the Prior Resolution to reflect that the Amended Lease shall be the "Lease" for purposes of the Prior Resolution.

3. Except as amended hereby, the Prior Resolution shall remain in full force and effect. This Resolution shall be in full force and effect after adoption by the Commission.

DULY ADOPTED AND PASSED by the WESTFIELD REDEVELOPMENT COMMISSION
this 15th day of September, 2025.



Joe Plankis, President



Jon Dartt, Vice President

Absent

Brian Tomamichel, Secretary



Larry Kemper, Member



Steve Latour, Member

RESOLUTION NO. 42-2025
A RESOLUTION OF
THE CITY OF WESTFIELD REDEVELOPMENT COMMISSION
REGARDING GRAND PARK MASTER DEVELOPMENT 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, the City and the Commission entered into a Public Private Agreement (Grand Park Operations) with Grand Park Sports & Entertainment, LLC (the “**PPA**”), for the operation of the Grand Park site located in Westfield Indiana, as further depicted on Exhibit A attached hereto and incorporated by reference (the “**Real Estate**”);

WHEREAS, the PPA requires that the Commission execute a Master Development Agreement with Keystone Realty Group LLC, for the master development of private projects on the Real Estate (the “**Development Agreement**”); and

WHEREAS, Development Agreement requires that the Developer: (a) prepare a development plan for the Real Estate, which development plan shall include a milestone schedule for the development of private projects on the Real Estate; and (b) in accordance with such milestone schedule, develop private projects on the Real Estate upon approval and support of the City and Commission; and

WHEREAS, while the Development Agreement requires the execution of subsequent project agreements to be executed by Commission for the development of individual projects, if the Development Agreement is terminated for Developer’s failure to meet the milestone development schedule, Commission may terminate the Development Agreement and retain the development plan in exchange for the reimbursement of certain Developer costs related to the creation of such development plan;

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



WHEREAS, the Commission has determined that, it is now in the best interests of the Commission to enter into the Development Agreement with the Developer, pursuant to which the Developer will agree to develop the development plan and proceed with the development of private projects on the Real Estate, as authorized by Indiana Code 36-7-14-12.2 and other applicable law.

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

1. The foregoing Recitals are fully incorporated herein by this reference.
2. The Commission, will execute and deliver the Development Agreement, which Development 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 Development 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 September, 2025.

**CITY OF WESTFIELD
REDEVELOPMENT COMMISSION**

	
_____ President	_____ Joseph Plankis
	
_____ Vice President	_____ Jon Dartt

Absent

Secretary

Brian Tomamichel

Member



Larry Kemper

Member



Steve Latour

EXHIBIT A

The Real Estate

