



CITY OF WESTFIELD, IN
Westfield Building Corporation Meeting Agenda

BOARD OR COMMISSION: Westfield Building Corporation Meeting
MEETING DATE: Wednesday, December 17, 2025 at 2:30 PM
MEETING PLACE: Westfield City Hall Assembly Room

THE FOLLOWING AGENDA IS SUBJECT TO CHANGE AT THE DISCRETION OF WESTFIELD BUILDING CORPORATION

Board Members

Leo Dierckman, President/Mayor Appointed/1-1-2024 to 12-31-2026
Brian Simons, Vice President/Mayor Appointed/1-1-2024 to 12-31-2026
Ron Moore, Secretary/Mayor Appointed/1-1-2024 to 12-31-2026

CALL TO ORDER

NOTICE PRESENCE OF A QUORUM

APPROVAL OF MINUTES

Meeting Minutes from August 27, 2025

ITEMS OF BUSINESS

Approval of Amendment to Amended and Restated Union Square Parking Declaration

ADDITIONAL ITEMS OF BUSINESS

ADJOURNMENT

Leo Dierckman, President – reappointed 01.01.25 – 1 year term; Mayoral Appointed
Brian Simons, Vice President – reappointed 01.01.25 – 1 year term; Mayoral Appointed
Ronald Moore, Secretary – reappointed 01.01.25 – 1 year term; Mayoral Appointed

WESTFIELD BUILDING CORPORATION

The Westfield Building Corporation held a public meeting on August 27, 2025, at Westfield City Hall, 130 Penn Street, Westfield, IN 46074. The meeting was called to order at 2:00 PM by Leo Dierckman. Ronald Moore and Brian Simons were also present; no members were absent.

A quorum was noted as present.

Approval of July 9th Meeting Minutes

Ronald Moore moved to approve the minutes. Brian Simons seconded the motion. The motion passed 3-0.

Approval of Final Version of the Amended and Restated Declaration of Union Square Parking Declaration

Ryan Wilmering with Wallack Somers & Haas, P.C. presented; for a second time, an Amended and Restated Declaration- Union Square. Mr. Wilmering summarized that the declaration restated the existing declaration that is of record, the restatement has two substantive revisions. One was a strict liability standard related to the pool above the garage has been revised. The other change was to insert Exhibit G, a matrix of detailed responsibilities between the garage owner and the apartment owner.

Any missing Exhibits are intended to be identical to those in the original declaration; with the exception of, an updated/modern legal description. The original was done with a metes and bounds legal description, now it is being platted.

Ronald Moore asked if declaration 8 was the most current version? Ryan Wilmering replied yes. The request is for approval of the form with the exhibits to follow. The exhibits should be the same as the recorded declaration.

Ronald Moore asked if the declaration being considered would replace the current recorded declaration. Ryan Wilmering replied yes. Kaitlin Glazier requested the motion include “subject to slight revisions in the exhibits”, to cover any revisions.

Ronald Moore moved to approve the Amended and Restated Declaration, Leo Dierckman amended the motion to give staff the authority to make modest changes. Leo Dierckman seconded the motion as amended. The motion passed 3-0.

Resolution 2025-03 Accepting and Conveying Real Estate Related to the Union at Grand Junction

Ronald Moore asked about Exhibit A. Ryan Wilmering provided background on the metes and bounds, vs. the plat (the As-built) and the modern description in the quitclaim. The request is that the Building Corporation; the owner of the Garage, is being asked to quitclaim any portions of the Apartment Building to Old Town per the As-built, and Old Town; owner of the Apartment Building is being asked to quitclaim any portions of the Garage to the Building Corporation. Kaitlin Glazier inserted the intention was to “clean-up” the beginning project intentions. Ryan Wilmering provided definitions lot, plat, declaration, quitclaim. Leo Dierckman gave an example of a residential lot.

Ronald Moore asked if with the quitclaim, would the Building Corporation own the land under the garage. Ryan Wilmering replied yes.

Kaitlin Glazier and Brian Simons agreed with Ryan Wilmering.

Brian Simons moved to approve Resolution 2025-03. Leo Dierckman seconded the motion. After discussion, the motion passed 3-0.

Adopt 2026 Westfield Building Corporation Meeting Schedule

Brian Simons moved to approve the 2026 Westfield Building Corporation Meeting schedule. Leo Dierckman seconded the motion. The motion passed 3-0.

Additional Business

None

Old Business

None

New Business

None

Public Comment

None

Board of Director Comments

No additional

Cross-Reference: the “Declaration” that is being amended by this Amendment is recorded in the Office of the Hamilton County Recorder as Instrument No. 2025038574.

**FIRST AMENDMENT TO AMENDED AND RESTATED DECLARATION
Union Square**

This Amendment to Amended and Restated Declaration (Union Square) (this “**Amendment**”), made this ____ day of December, 2025 (the “**Amendment Effective Date**”), by Union Square Plaza LLC, an Indiana limited liability company (the “**Wrap Building Developer**”), Union Square Multifamily Phase I LLC, an Indiana limited liability company (“**USMF Phase I**”) the City of Westfield Building Corporation, an Indiana nonprofit corporation (the “**Building Corporation**”), the City of Westfield Redevelopment Commission (“**WRC**”), and the City of Westfield, Indiana (the “**City**”).

RECITALS

WHEREAS, Wrap Building Developer, Building Corporation, WRC and the City executed that certain Amended and Restated Declaration (Union Square) dated September 9, 2025, and recorded on September 10, 2025, as Instrument No. 2025038574, in the Office of the Recorder of Hamilton County, Indiana (the “**Declaration**”);

WHEREAS, USMF Phase I is the fee simple owner of the Wrap Building Property (and, as such, is the Wrap Building Property Owner);

WHEREAS, Building Corporation is the fee simple owner of the Garage Property (and, as such, is the Garage Property Owner); and

WHEREAS, the parties desire to amend the Declaration as more particularly set forth herein;

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Wrap Building Developer, USMF Phase I, the Building Corporation, WRC, and the City agree as follows:

1. **New Definitions.** The following defined terms are hereby added to Section 1 of the Declaration:

Overnight Wrap Building Passholders shall mean Occupants who receive overnight parking licenses from the Wrap Building Property Owner.

Retail Wrap Building Passholders shall mean Occupants who are tenants and/or employees of tenants of the retail space within the Wrap Building who receive non-overnight parking licenses from the Wrap Building Property Owner.

2. Restated Definitions. The following terms defined in Section 1 of the Declaration are hereby amended and restated, in their entirety, as follows:

Monthly Wrap Building Passholder Fee shall mean: (a) with respect to each Overnight Wrap Building Passholder, \$40.00, which amount may be increased on an annual basis upon notice by the Garage Building Owner to the Wrap Building Owner up to 3% annually on a cumulative basis (i.e., the maximum annual increase shall increase 3% every year, even in years in which the Garage Property Owner elects not to increase such amount or elects to increase such amount by less than 3%); provided that Developer, not more than once every five years beginning January 1, 2031, may appeal the Monthly Wrap Building Passholder Fee in light of then-current market conditions, including, without limitation, vacancy rates in the Wrap Building, monthly parking rates in other "new urban" areas in Hamilton County, Indiana, and parking demand within a half-mile radius of the Garage Property, which appeal may be granted or denied in RDC's reasonable discretion, and, in the event of any adjustment to the Monthly Wrap Building Passholder Fee, the 3% annual cumulative increases shall thereafter be based on such adjusted Monthly Wrap Building Passholder Fee; and (b) with respect to each Retail Wrap Building Passholder, the difference calculated by subtracting: (i) \$30.00; from (ii) the then-current Monthly Wrap Passholder Fee payable per Overnight Wrap Building Passholder.

Rules shall mean the commercially reasonable and customary rules and regulations for the use of the Garage by the Permittees, the Wrap Building Passholders, other licensees of the Garage, and the general public adopted by WRC from time to time; provided that: (a) each Overnight Wrap Building Passholder shall have the right to park up to one vehicle in the Garage overnight and without regard to time limits or additional charges for having a vehicle parked in the Garage for any given period of time; and (b) each Retail Wrap Building Passholder shall have the right to park up to one vehicle in the Garage daily, with no overnight parking rights, without regard to daily time limits or additional charges for having a vehicle parked in the Garage between the hours of 5:00 a.m. and 11:59 p.m., or such other hours as may be approved by RDC.

Wrap Building Passholders shall mean, collectively, the Overnight Wrap Building Passholders and the Retail Wrap Building Passholders.

3. Operating and Maintenance Obligations. The final two paragraphs of Subsection 3(a) of the Declaration are hereby amended and restated, in their entirety, as follows:

In connection with the discharge of the foregoing obligations, WRC may: (i) hire employees and contractors, including, without limitation, property managers and/or parking garage managers, that WRC deems to be necessary or appropriate; (ii) adopt and use commercially reasonable efforts to enforce the Rules; and (iii) establish hours of operation for the Garage; provided that: (i) during any periods that the Wrap Building Property Owner elects, pursuant to Subsection 4(c), parking rights pursuant to Subsection 4(b), the Garage shall be open and available to the Wrap Building Passholders at all times (or such lesser times as applicable to the Retail Wrap Building Passholders from time to time) in common with other users of the Garage, including, without limitation, the general public and other Passholders; and (ii) during any periods that the Wrap Building Property Owner elects, pursuant to Subsection 4(c), parking rights pursuant to Subsection 4(a), the Wrap Building Spaces shall be open and available to the Wrap Building Property Owner and the Occupants at all times; in each case, subject to temporary closures for maintenance, repairs, and casualty and other exigency. WRC shall collect revenue resulting from the use and licensing of Parking Spaces (other than from the Wrap Building Passholders, if applicable, but provided that the Wrap Building Property Owner shall remit to WRC all fees

received by the Wrap Building Property Owner from the Wrap Building Passholders in consideration of their designation by the Wrap Building Property Owner as Wrap Building Passholders, which fees shall not exceed the Monthly Wrap Building Passholder Fees), and WRC shall be permitted to use such revenue for any and all purposes permitted by Law, including, without limitation, that such revenue may be used or pledged to property and projects unrelated and/or remote in location to the Garage and the Wrap Building.

USMF Phase I, as the Wrap Building Property Owner, upon reasonable advance notice to the Garage Property Owner, shall have the right, at the Wrap Building Property Owner's sole cost and expense, to: (i) designate Wrap Building Passholders at any time and from time to time, the number of such Wrap Building Passholders, not to exceed 300 Wrap Building Passholders at any given time; (ii) update its list of designated Wrap Building Passholders from time to time upon notice to the Garage Property Owner; and (iii) collect and remit to WRC all fees received by the Wrap Building Property Owner from the Wrap Building Passholders in consideration of their designation by the Wrap Building Property Owner as Wrap Building Passholders, which fees shall not exceed the Monthly Wrap Building Passholder Fees; provided that the Garage Property Owner shall have the right to revoke or terminate the rights of Wrap Building Passholders as such for serious or repeated violations of the Rules. All out-of-pocket costs and expenses incurred by the Garage Property Owner in transitioning a Parking Space from a Public Space to a Passholder Space or from a Passholder Space to a Public Space shall be paid directly by the Wrap Building Property Owner to the Garage Property Owner within 30 days after request therefor, together with documentation reasonably evidencing such costs and expenses. Notwithstanding anything to the contrary in this Declaration, during any periods that the Wrap Building Property Owner elects, pursuant to Subsection 4(c), parking rights pursuant to Subsection 4(b), the Wrap Building Property Owner shall pay directly to the Garage Property Owner (or its designee) a monthly amount equal to the then-current Monthly Wrap Building Passholder Fee in lieu of the Wrap Building Passholders being separately charged by the Garage Property Owner (or its designee) any parking or related fees for use of the Passholder Spaces.

4. Parking. Subsection 4(d) of the Declaration is hereby amended and restated, in its entirety, as follows:

(d) Revenue. The Garage Property Owner shall have the right to impose, collect, and retain fees and other charges for use of the Garage; provided that: (i) there shall be no fees payable in connection with the Wrap Building Spaces for any period in which the Wrap Building Property Owner elects, pursuant to Subsection 4(c), the parking rights pursuant to Subsection 4(a); and (ii) the Monthly Wrap Building Passholder Fees shall be the only fees the Garage Property Owner may charge for the Wrap Building Passholders during any period in which the Wrap Building Property Owner elects, pursuant to Subsection 4(c), the parking pursuant to Subsection 4(b).

5. Miscellaneous. All capitalized terms used in this Amendment and not defined herein shall have the meanings ascribed to such words in the Declaration. In the event of any conflict between the Declaration and this Amendment, the terms and conditions of this Amendment shall control. Except as expressly provided in this Amendment, all the terms and conditions of the Declaration shall remain in full force and effect, and the parties reaffirm the validity and binding effect of the Declaration, as amended by this Amendment.

[Signature page to follow.]

IN WITNESS WHEREOF, the Wrap Building Developer, USMF Phase I, the Building Corporation, WRC, and the City have executed this Amendment on the Execution Date.

WRAP BUILDING DEVELOPER:

UNION SQUARE PLAZA LLC,
an Indiana limited liability company

By: Old Town Companies L.L.C., an Indiana limited liability company, its sole member

By: _____
Justin W. Moffett, Manager

ACKNOWLEDGMENT

STATE OF INDIANA)
)
COUNTY OF HAMILTON)

Before me, a Notary Public in and for the State of Indiana, personally appeared Justin W. Moffett, the Manager of Old Town Companies L.L.C., an Indiana limited liability company, the sole member of Union Square Plaza LLC, an Indiana limited liability company, who acknowledged the execution of the foregoing First Amendment to Amended and Restated Declaration (Union Square) on behalf of such entity.

WITNESS my hand and Notarial Seal this ____ day of _____, 2025.

By: _____
Notary Public

Printed Name: _____

I am a resident of _____ County, Indiana.

My commission expires _____.

USMF PHASE I:

UNION SQUARE MULTIFAMILY PHASE I LLC,
an Indiana limited liability company

By: Union Square Plaza LLC, an Indiana limited liability
company, its manager

By: Old Town Companies L.L.C., an Indiana
limited liability company, its sole member

By: _____
Justin W. Moffett, Manager

ACKNOWLEDGMENT

STATE OF INDIANA)
)
COUNTY OF HAMILTON)

Before me, a Notary Public in and for the State of Indiana, personally appeared Justin W. Moffett, the Manager of Old Town Companies L.L.C., an Indiana limited liability company, the sole member of Union Square Plaza LLC, an Indiana limited liability company, the manager of Union Square Multifamily Phase I LLC, an Indiana limited liability company, who acknowledged the execution of the foregoing First Amendment to Amended and Restated Declaration (Union Square) on behalf of such entity.

WITNESS my hand and Notarial Seal this ____ day of _____, 2025.

By: _____
Notary Public

Printed Name: _____

I am a resident of _____ County, Indiana.

My commission expires _____.

BUILDING CORPORATION:

CITY OF WESTFIELD BUILDING CORPORATION,
an Indiana nonprofit corporation

By: _____

Printed: _____

Title: _____

ACKNOWLEDGMENT

STATE OF INDIANA)
)
COUNTY OF HAMILTON)

Before me, a Notary Public in and for the State of Indiana, personally appeared _____, the _____ of the City of Westfield Building Corporation, an Indiana nonprofit corporation, who acknowledged the execution of the foregoing First Amendment to Amended and Restated Declaration (Union Square) on behalf of such entity.

WITNESS my hand and Notarial Seal this ____ day of _____, 2025.

By: _____
Notary Public

Printed Name: _____

I am a resident of _____ County, Indiana.

My commission expires _____.

WRC:

CITY OF WESTFIELD REDEVELOPMENT
COMMISSION

By: _____
Joe Plankis, President

And

By: _____
Jenell Fairman, Executive Director

ACKNOWLEDGMENT

STATE OF INDIANA)
)
COUNTY OF HAMILTON)

Before me, a Notary Public in and for the State of Indiana, personally appeared Joe Plankis and Jenell Fairman, the President and Executive Director, respectively, of the City of Westfield Redevelopment Commission, who acknowledged the execution of the foregoing First Amendment to Amended and Restated Declaration (Union Square) on behalf of such entity.

WITNESS my hand and Notarial Seal this ____ day of _____, 2025.

By: _____
Notary Public

Printed Name: _____

I am a resident of _____ County, Indiana.

My commission expires _____.

CITY:

CITY OF WESTFIELD

By: _____
Scott Willis, Mayor

ACKNOWLEDGMENT

STATE OF INDIANA)
)
COUNTY OF HAMILTON)

Before me, a Notary Public in and for the State of Indiana, personally appeared Scott Willis, the Mayor of the City of Westfield, who acknowledged the execution of the foregoing First Amendment to Amended and Restated Declaration (Union Square) on behalf of such entity.

WITNESS my hand and Notarial Seal this ____ day of _____, 2025.

By: _____
Notary Public

Printed Name: _____

I am a resident of _____ County, Indiana.

My commission expires _____.

Return after recording to WRC at: 2728 East 171st Street, Westfield, Indiana 46074, Attn: President

This instrument was prepared by Ryan R. Wilmering, Wallack Somers & Haas, P.C., One Indiana Square, Suite 2300, Indianapolis, Indiana 46204; Telephone (317) 231-9000. I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law. Ryan R. Wilmering