



CITY OF WESTFIELD, IN
Redevelopment Commission Meeting Agenda

BOARD OR COMMISSION: Redevelopment Commission Meeting
MEETING DATE: Monday, December 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 November 17, 2025

APPROVAL OF EXECUTIVE SESSION MEMORANDUM

Document: Executive Session Memorandum from November 17, 2025

FINANCIAL MATTERS

Clerk Treasurer's Reports

Documents:

- Clerk Treasurer's Monthly (November) Report
- Clerk Treasurer's (November) Interest Income Report
- Clerk Treasurer's Legal & Municipal Advisors Report (November)
- Clerk Treasurer's Fund 266 Report (November)

Approval of Claims

Document: Claims for December 15, 2025

EXECUTIVE DIRECTOR REPORT

Ice Hockey Facility BOT Process Update Presentation

OLD BUSINESS

NEW BUSINESS

- a. Public Hearing on the Lease for the Park and Poplar Project
- b. Action Item #1 - Resolution 52-2025 re: Approving form and Execution of Lease for the Park and Poplar Project
Document: Resolution 52-2025
- c. Action Item #2 - Resolution 53-2025 re: Union Square - Amendment to Amended and Restated Declaration
Document: Resolution 53-2025
- d. Action Item #3 - Resolution 54-2025 re: DWCDC Grant and Land Acquisition
Document: Resolution 54-2025
- e. Action Item #4 - 2026 Bondry Consulting Engagement Letter
Document: Bondry Consulting Engagement Letter
- f. Action Item #5 - 2026 Wallack Somers & Haas Engagement Letter
Document: Wallack Somers & Haas Engagement Letter
- g. Action Item #6 - 2026 Barnes & Thornburg Engagement Letter
Document: Barnes & Thornburg Engagement Letter

OTHER BUSINESS

- a. **Next Regular Meeting: Tuesday, January 20th, 2026, 6:00 PM**

ADJOURNMENT



CITY OF WESTFIELD, IN
Redevelopment Commission Meeting Minutes - 11/17/2025
Monday, November 17, 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 - Absent
Executive Director: Jenell Fairman - Present
Office Administrator: David Brock - Present
Legal Counsel Wallack Somers & Haas, P.C. : Ryan Wilmering - Present
Municipal Advisor Bondry Consulting: Oscar Gutierrez - Present
Municipal Advisor Bondry Consulting: Alex Stanley - Virtual
Legal Counsel Barns and Thornburg: Dustin Meeks - Present

a. Declaration of quorum and opening of meeting

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

b. Pledge of Allegiance

The Pledge of Allegiance was recited.

c. Announce any Changes to Agenda

No changes to the agenda were identified.

APPROVAL OF MINUTES

Document: Minutes from October 20, 2025

October 20, 2025, 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 October 20, 2025

October 20, 2025, Executive Session Memorandum was presented.

Motion to Approve: Larry Kemper

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

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 November 17, 2025

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

EXECUTIVE DIRECTOR REPORT

Executive Director Jenell Fairman shared a pitch deck used to highlight Westfield's key strengths, goals, and ongoing economic development initiatives, including downtown mixed-use planning, trail-oriented development, and the Grand Park District master plan. Recent accolades—such as ranking fifth among America's best small cities—were noted, along with progress at North Point, where a Duke Energy-supported study identified infrastructure gaps, particularly water and sewer access, and will guide upcoming readiness work. Updates included nearby developments like Community Hospital and Vikan headquarters, as well as major sports assets such as Wood Wind golf course, LIV Golf events, Colts training camp, and Westfield's candidacy as a FIFA 2026 base camp. The presentation emphasized Grand Park's scale, professional sports partners, tourism data, and amenities. It also reviewed key components of the Grand Park District master plan influenced by the Hunden study, including residential units, hotels, retail, corporate R&D, connectivity, and new facilities like a three-sheet ice arena concept, with developer/operator selection underway. The city is advancing mixed-use blocks with Keystone, the ECR headquarters project, and updated hotel planning—especially in response to FIFA needs—while continuing to promote Grand Park's overall vision to prospective companies.

OLD BUSINESS

a. Action Item #1 - Resolution 44-2025 re: Park and Poplar - Project Agreement and Grant

Document: Resolution 44-2025

Executive Director Jenell Fairman presented the resolution and explained that the Park and Poplar action item was delayed from last month because Commissioner Kemper could not vote, and other absences left the Commission without a quorum. The resolution was therefore pushed to this month, with no changes made to the deal's basic terms, and reviewed the agreement with Old Town for the development.

Motion to Approve: Steve Latour

Seconded: Brian Tomamichel

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

No: None

Abstain: Larry Kemper

Motion Determination: Passed

b. Action Item #2 - Resolution 45-2025 re: Park and Poplar - TIF Pledge

Document: Resolution 45-2025

Dustin Meeks with Barnes and Thornburg presented the resolution and explained that this is the first step in the Redevelopment Commission's approval of the city's financing for the Park and Poplar project. It formally pledges TIF revenues generated by the Park and Poplar allocation area to cover lease rental payments that will back the city's economic development revenue bonds for the project. The resolution also authorizes pledging any revenues from related taxpayer agreements toward bond repayment. Additional bond-related approvals will come before the Commission when required.

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

NEW BUSINESS

a. Action Item #1 - 2025 RDC Spending Plan Update

Document: 2025 RDC Spending Plan Update

Oscar Gutierrez and Alex Stanley from Bondry Consulting presented and explained that the 2025 spending plan updates are minor and primarily reflect a \$10,000 grant designated for Grand Junction, along with adjustments to ensure consistency with DLGF requirements. Additional updates include legal fees—likely tied to the GPSC agreement and previously paid from the Grand Junction allocation area—and construction costs for a new temporary parking lot on Park Street, a project coordinated between the CDC and Public Works. Alex Stanley added that the RDC Capital Fund total was updated, and several expenses were added under Grand Junction. Oscar Gutierrez requested approval of the amended 2025 spending plan, noting that all other elements remain unchanged.

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

b. Action Item #2 - 2026 RDC Spending Plan

Document: 2026 RDC Spending Plan

Oscar Gutierrez and Alex Stanley from Bondry Consulting presented and reviewed the 2026 spending plan, which largely mirrors previous versions but includes some minor adjustments and one major update: a \$918,000 capital project allocation for a roundabout to be funded through the Osborne Trails TIF area. Oscar noted that the Redevelopment Commission actively uses the spending plan as a budgeting and cash-flow management tool, unlike many clients. Discussion highlighted that most expenditures relate to existing bond debt service, while Executive Director Fairman explained the need to fund the 191st Street roundabout because it directly benefits the Osborne Trails neighborhood and aligns with broader road improvements tied to nearby development, including necessary upgrades to Jersey Street. Commissioners also appreciated added clarity in the plan, such as new descriptions identifying each bond's purpose, which helps ensure debt payments come from the correct allocation areas.

Motion to Approve: Brian Tomamichel
Seconded: Larry Kemper

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

Motion Determination: Passed

c. Action Item #3 - Presentation to Overlapping Taxing Units

Document: Overlapping Taxing Units Report

Oscar Gutierrez and Alex Stanley from Bondry Consulting presented what they refer to as the annual report, a comprehensive overview of Westfield's TIF allocation areas, their beginning balances, establishment and expiration dates, and current revenue activity. Many areas are newly created and not yet generating increment, while others are beginning to show growth or slight declines, some due to the impacts of SB1, which will significantly affect multifamily-related TIF revenues starting around 2027–2030. The report also explains why certain bonds do not appear in the state-mandated obligations schedule, even though the RDC chooses to pay them with TIF. Historical increment trends, projected SB1 losses, and illustrative examples of impacts on overlapping taxing units were presented, along with detailed, area-specific summaries and narratives. The report concludes with legally required bond tables and expiration timelines for allocation areas.

d. Action Item #4 - Resolution 48-2025 re: Declaratory Resolution - Hamilton Crossroads EDA and TIF Allocation Area

Document: Resolution 48-2025, Economic Development Plan

Executive Director Jenell Fairman and Dustin Meeks with Barnes and Thornburg presented the resolution and explained the standard four-step process for creating or modifying an economic development area (EDA) or TIF allocation area, which involves an initial declaratory resolution by the RDC, followed by approvals from the Plan Commission and City Council, and concluding with an RDC public hearing and confirmatory resolution. The following 3 resolutions are end-of-year clean-ups or modifications to existing EDAs, except for Hamilton Crossroads, which is a newly proposed EDA and allocation area consisting of three parcels. The

accompanying economic development plan is intentionally broad to provide the RDC maximum flexibility in pursuing eligible projects. Because this area currently lacks utility service, future development will require public infrastructure investment, and an incentive package is expected to come before the RDC once details are finalized.

Motion to Approve: Larry Kemper
Seconded: Jon Dartt

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

Motion Determination: Passed

e. Action Item #5 - Resolution 49-2025 re: Amendments to Declaratory Resolution - Grand Junction EDA and creation of Social Square Allocation Area

Document: Resolution 49-2025

Executive Director Jenell Fairman and Dustin Meeks with Barnes and Thornburg presented the resolution and explained that a parcel at 181st Street and Wheeler Road is being repositioned within the Grand Junction EDA to support the first phase of a larger master redevelopment project that will eventually require relocating existing industrial users currently operating under temporary variances. The developer intends to begin work on this parcel and will seek incentives for public infrastructure improvements. The resolution removes the parcel from the existing Grand Junction allocation area and establishes it as its own standalone allocation area while keeping it within the broader EDA, and it also approves a plan supplement acknowledging the planned project.

Motion to Approve: Brian Tomamichel
Seconded: Steve Latour

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

Motion Determination: Passed

f. Action Item #6 - Resolution 50-2025 re: Amendments to Declaratory Resolution - Eagletown EDA

Document: Resolution 50-2025

Executive Director Jenell Fairman and Dustin Meeks with Barnes and Thornburg explained that the yellow-highlighted parcels surrounding the Trailside development are being added to the existing Eagle Town EDA to support significant infrastructure needs in that part of the city, including utility upgrades, transportation improvements, and the potential westward extension of the Midland Trace Trail. The resolution formally consolidates these parcels into the Eagle Town EDA and approves a plan supplement extending the area's economic development plan to cover the newly added land and enable investment in the necessary public infrastructure.

Motion to Approve: Steve Latour
Seconded: Larry Kemper

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

Motion Determination: Passed

g. Action Item #7 - Resolution 51-2025 re: Amendments to Declaratory Resolution - East Side (Aurora) EDA

Document: Resolution 51-2025

Executive Director Jenell Fairman and Dustin Meeks with Barnes and Thornburg presented the resolution and explained that the yellow-shaded parcels represent proposed additions to the East Side (Aurora) EDA, largely consisting of land annexed into the city in 2025, including areas north of SR-38, parcels near the site of the new Vikan facility, and land contiguous with the Northpoint allocation area. A small leftover parcel from a past split—zoned AG-SF1 and not intended for commercial development—was identified for removal before final approval. Commissioners discussed timing for the confirmatory resolution, the ability to amend the declaratory map before or during later stages, and ultimately moved to approve the resolution with an amendment removing parcel 08-06-30-00-006.002.

Motion to amend Resolution 51-2025

Motion By: Brian Tomamichel
Seconded: Steve Latour

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

Motion Determination: Passed

Motion to approve updated Resolution 51-2025

Motion By: Brian Tomamichel
Seconded: Jon Dartt

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

Motion Determination: Passed

h. Action Item #8 - 2026 RDC Schedule of Meetings

Document: 2026 Schedule of Meetings

2026 RDC Schedule of Meetings was 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

OTHER BUSINESS

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

ADJOURNMENT

The Commission adjourned the meeting at 7:20 PM



Joseph Plankis, RDC President

12/15/25

Date



Executive Session Memorandum
City of Westfield Redevelopment Commission
November 17, 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 5:53 PM.



Joe Plankis, RDC President



Brian Tomamichel, Secretary

Summary of Fund Cash & Investment Balances-November 2025

Fund No.-Name	Description	November Beginning Balance	November Revenue	Claims Approved & Applied	Investment	November Ending Balances
244-RDC Capital Fund		\$ 13,857,822.61				
	Wallack Somers & Haas			\$ (40,372.50)		
	Kimley Horn & Associates			\$ (7,600.00)		
	JS Held			\$ (10,106.12)		
	Gang Gang			\$ (4,166.00)		
	Hunden Strategic Partners			\$ (1,805.00)		
	Bondry Management			\$ (72,500.00)		
	Hamilton County Reporter			\$ (35.50)		
		\$ 13,857,822.61	\$ -	\$ (136,585.12)		\$ 13,721,237.49
266-GF Capital Projects*	Attributable to RDC	\$ 471,982.00				
	Total in Fund 266	\$ 8,429,993.00				
	Total of 266	\$ 8,901,975.00				
			Revenue	Expense		
301-Eastside		\$ 956,553.80			\$ 700,000.00	\$ 1,656,553.80
302-Aurora		\$ 523,313.24			\$ 500,000.00	\$ 1,023,313.24
303-Lantern Commons		\$ -			\$ -	\$ -
304-Southside		\$ -			\$ -	\$ -
305-Grand Juntion		\$ 1,932,605.27	\$ 750.00	\$ (18,864.56)	\$ 1,000,000.00	\$ 2,914,490.71
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		\$ 139,701.69			\$ 2,200,000.00	\$ 2,339,701.69
324-Eagletown DSR		\$ 358,935.63				\$ 358,935.63
327-Union Square**		\$ 13,925.63			\$ -	\$ 13,925.63
328-Wheeler Landing		\$ -				\$ -
Sutotal of TIF-Cash		\$ 6,623,310.13	\$ 750.00	\$ (18,864.56)	\$ 8,750,000.00	\$ 14,655,195.57
Total Cash & Investment		\$ 29,383,107.74				\$ 28,376,433.06

*Fund 266 encompasses multiple departmental appropriations. In contrast to the October report, the November presentation delineates the RDCs remaining allocations for enhanced financial transparency and review. As a result, the Total Cash & Investment figure is correspondingly affected.

	2024	January	February	March	April	May	June	July	August	September	October	November	December	Y-T-D Total	
301-Eastside	\$ 7,012.33		\$ 3,127.95	\$ 4,756.78	\$ 4,744.36	\$ 5,133.06	\$ 4,750.81	\$ 4,935.89	\$ 4,933.14	\$ 2,371.15	\$ 2,535.66	\$ 2,344.44		\$ 36,505.29	\$ 16,717.53
302-Aurora	\$ 26,627.75	\$ 1,993.53	\$ 1,203.06	\$ 1,829.53	\$ 1,824.75	\$ 1,974.25	\$ 1,827.23	\$ 1,898.42	\$ 1,897.36	\$ 1,693.66	\$ 1,811.18	\$ 1,674.58		\$ 19,627.58	\$ 29,993.71
303-Lantern Commons															
304-Southside															
305-Grand Junction	\$ 17,530.86		\$ 2,406.11	\$ 3,659.06	\$ 3,649.51	\$ 3,948.51	\$ 3,654.47	\$ 3,796.84	\$ 3,794.72	\$ 3,387.36	\$ 3,622.37	\$ 3,349.19		\$ 35,268.14	\$ 53,041.79
306-Osborne Trails			\$ 962.45	\$ 1,463.62	\$ 1,459.80	\$ 1,579.40	\$ 1,461.79	\$ 1,518.73	\$ 1,517.89	\$ 1,354.95	\$ 1,448.95	\$ 1,339.67		\$ 14,107.25	
309-Eagletown	\$ 5,259.23		\$ 1,924.89	\$ 2,927.25	\$ 2,919.61	\$ 1,579.40	\$ 1,461.79	\$ 1,518.73	\$ 1,517.89	\$ 1,354.95	\$ 1,448.95	\$ 1,339.67		\$ 17,993.13	\$ 38,301.78
310-SEP															
311-Spring Mill Centre															
316-Mainstreet	\$ 5,200.60		\$ 1,443.67	\$ 2,378.39	\$ 2,372.18	\$ 987.13	\$ 913.62	\$ 949.21	\$ 948.68	\$ 846.84	\$ 905.59	\$ 837.30		\$ 11,138.94	\$ 24,554.90
317-146th Street	\$ 159,771.88	\$ 11,961.16	\$ 9,143.27	\$ 13,721.46	\$ 13,685.66	\$ 13,030.07	\$ 12,059.75	\$ 12,529.56	\$ 12,522.59	\$ 11,178.30	\$ 11,953.82	\$ 11,052.32		\$ 132,837.96	\$ 187,821.59
318-Gigabit															
319-Spring Mill Station	\$ 92,221.14	\$ 6,379.29	\$ 3,849.78	\$ 10,245.37	\$ 10,218.63	\$ 11,055.83	\$ 10,232.51	\$ 10,631.14	\$ 10,625.23	\$ 9,484.62	\$ 7,969.21	\$ 7,368.21		\$ 98,059.82	\$ 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	\$ 1,245.25	\$ 1,273.55	\$ 1,187.73		\$ 13,931.95	\$ 4,818.13
327-Union Square															
328-Wheeler Landing															
Total Interest from TIF Investments		\$ 21,646.75	\$ 25,244.11	\$ 42,286.02	\$ 42,136.96	\$ 40,585.06	\$ 37,618.02	\$ 39,083.52	\$ 39,061.74	\$ 32,917.10	\$ 32,969.28	\$ 30,493.12		\$ 384,041.68	\$ 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
9/15/2025	Barnes & Thornburg	244	\$ 6,076.00
9/15/2025	Wallack Somers & Haas	244	\$ 54,912.66
10/13/2025	Wallack Somers & Haas	244	\$ 37,487.76
10/13/2025	Barnes & Thornburg	244	\$ 195.00
11/12/2025	Wallack Somers & Haas	244	\$ 40,372.50
Total-Legal			\$ 636,890.46

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
9/15/2025	Bondry Management Consulting	244	\$ 5,000.00
10/13/2025	Bondry Management Consulting	244	\$ 5,000.00
	Bondry Management Consulting	244	\$ 72,500.00
Total-Municipal Advisor			\$ 209,959.00

Grand Total			\$ 846,849.46
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Fund 266 - 2025 Budgeted Allocations and Year-to-Date Spending with Balances

	Beginning Budget	Annual Expense YTD	Reimbursements to 266	Transfer Out	Total
266018474	\$ 15,091,982.00	\$ (3,643,975.57)	\$ 2,023,975.57	\$	13,471,982.00
266018131	\$ -			\$ (13,000,000.00)	(13,000,000.00)
Subtotal of 266018	\$ 15,091,982.00	\$ (3,643,975.57)	\$ 2,023,975.57	\$ (13,000,000.00)	\$ 471,982.00
266002400	\$ 3,908,018.00	\$ (3,908,017.65)	\$ 3,908,017.65	\$	3,908,018.00
266005400	\$ 2,000,000.00	\$ (1,203,025.00)		\$	796,975.00
266005433	\$ 3,725,000.00			\$	3,725,000.00
Subtotal	\$ 9,633,018.00	\$ (5,111,042.65)	\$ 3,908,017.65	0 \$	8,429,993.00
Grand Total	\$ 24,725,000.00	\$ (8,755,018.22)	\$ 5,931,993.22	\$ (13,000,000.00)	\$ 8,901,975.00

Total Fund Balance F6+F12
is equal to sum of B13 thru E13 in F13

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.

December 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 3 pages and except for accounts payables not allowed as shown on the Register such account payables are hereby allowed in the total amount of \$1,302,609.93 and pending director approval such accounts payables are hereby allowed in the total amount of \$0.

Dated this 15 day of December, 2025



Steve Latour



Joseph Plankis



Larry Kemper



Brian Tomamichel



Jon Dartt

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: 11/13/25..12/10/25

12/10/2025 3:25 PM

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WESTFIELDTOLLEY

Buy-From Vendor No.	Buy-From Vendor Name	Invoice No.	Date	GL Acct.	GL Account Name	Description	Amount	Check No.	Check Date
Fund No. Fund Name									
244 Redevelopment District Capital									
RDC									
VEN0005661	Barnes and Thornburg LLP	APP133934	12/10/2025	244018330	REDEVELOP DISTRICT	Oct services	391.50		
VEN0005661	Barnes and Thornburg LLP	APP133934	12/10/2025	244018330	REDEVELOP DISTRICT	Oct services	113.75		
VEN0005661	Barnes and Thornburg LLP	APP133934	12/10/2025	244018330	REDEVELOP DISTRICT	Oct services	1,945.00		
VEN0005661	Barnes and Thornburg LLP	APP133934	12/10/2025	244018330	REDEVELOP DISTRICT	Oct services	113.75		
VEN011754	Bondry Management Consulting LLC	APP133935	12/10/2025	244018349	REDEVELOP DISTRICT	Ham Crossroads	5,000.00		
VEN011754	Bondry Management Consulting LLC	APP133935	12/10/2025	244018349	REDEVELOP DISTRICT	Social Square	5,000.00		
VEN011754	Bondry Management Consulting LLC	APP133935	12/10/2025	244018349	REDEVELOP DISTRICT	Nov services	5,000.00		
VEN011754	Bondry Management Consulting LLC	APP133935	12/10/2025	244018349	REDEVELOP DISTRICT	Jaffe	5,000.00		
VEN011754	Bondry Management Consulting LLC	APP133936	12/10/2025	244018330	REDEVELOP DISTRICT	Sugarleaf	5,000.00		
VEN011751	Wallack Somers and Haas PC	APP133936	12/10/2025	244018330	REDEVELOP DISTRICT	COW Nov services	110.00		
VEN011751	Wallack Somers and Haas PC	APP133936	12/10/2025	244018330	REDEVELOP DISTRICT	BW Jersey	3,575.00		
VEN011751	Wallack Somers and Haas PC	APP133936	12/10/2025	244018330	REDEVELOP DISTRICT	COW Nov services	1,045.00		
VEN011751	Wallack Somers and Haas PC	APP133936	12/10/2025	244018330	REDEVELOP DISTRICT	ECR	330.00		
VEN011751	Wallack Somers and Haas PC	APP133936	12/10/2025	244018330	REDEVELOP DISTRICT	COW Nov services	1,705.00		
VEN011751	Wallack Somers and Haas PC	APP133936	12/10/2025	244018330	REDEVELOP DISTRICT	General	2,860.00		
VEN011751	Wallack Somers and Haas PC	APP133936	12/10/2025	244018330	REDEVELOP DISTRICT	Green	55.00		
VEN011751	Wallack Somers and Haas PC	APP133936	12/10/2025	244018330	REDEVELOP DISTRICT	Gr Park	962.00		
VEN011751	Wallack Somers and Haas PC	APP133936	12/10/2025	244018330	REDEVELOP DISTRICT	Gr Park Gen	1,870.00		
VEN011751	Wallack Somers and Haas PC	APP133936	12/10/2025	244018330	REDEVELOP DISTRICT	Ham Cross	55.00		
VEN011751	Wallack Somers and Haas PC	APP133936	12/10/2025	244018330	REDEVELOP DISTRICT	Henke	85.00		
VEN011751	Wallack Somers and Haas PC	APP133936	12/10/2025	244018330	REDEVELOP DISTRICT	Ice Fac	8,745.00		
VEN011751	Wallack Somers and Haas PC	APP133936	12/10/2025	244018330	REDEVELOP DISTRICT	L 7	55.00		
VEN011751	Wallack Somers and Haas PC	APP133936	12/10/2025	244018330	REDEVELOP DISTRICT	Latern	110.00		
VEN011751	Wallack Somers and Haas PC	APP133936	12/10/2025	244018330	REDEVELOP DISTRICT	Market	1,265.00		
VEN011751	Wallack Somers and Haas PC	APP133936	12/10/2025	244018330	REDEVELOP DISTRICT	Newby	495.00		
VEN011751	Wallack Somers and Haas PC	APP133936	12/10/2025	244018330	REDEVELOP DISTRICT	Park St	440.00		
VEN011751	Wallack Somers and Haas PC	APP133936	12/10/2025	244018330	REDEVELOP DISTRICT	Schnaf	165.00		
VEN011751	Wallack Somers and Haas PC	APP133936	12/10/2025	244018330	REDEVELOP DISTRICT	Towne Run	220.00		
VEN011751	Wallack Somers and Haas PC	APP133936	12/10/2025	244018330	REDEVELOP DISTRICT	Union	165.00		
VEN012776	CrossRoad Engineers PC	APP133937	12/10/2025	244018349	REDEVELOP DISTRICT	GRPK BOT	1,056.00		
VEN000480	CSI Signs	APP133938	12/10/2025	244018474	REDEVELOP DISTRICT	Parking Garage Signs	30,503.74		

Purchase Invoice Register

City of Westfield

Report Date Range: 11/13/25..12/10/25

12/10/2025 3:25 PM

Page 2 of 3

WESTFIELDIDTOLLEY

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									
VEN000480	CSI Signs	APP133939	12/10/2025	244018474	REDEVELOP DISTRICT	Parking Garage Signs	2,447.77		
VEN011964	JS Held	APP133940	12/10/2025	244018349	REDEVELOP DISTRICT	COW Program Mang Nov	381.12		
VEN011964	JS Held	APP133940	12/10/2025	244018349	REDEVELOP DISTRICT	COW Program Mang Nov	1,200.00		
VEN011964	JS Held	APP133940	12/10/2025	244018349	REDEVELOP DISTRICT	COW Program Mang Nov	987.50		
VEN011964	JS Held	APP133940	12/10/2025	244018349	REDEVELOP DISTRICT	COW Program Mang Nov	1,672.40		
VEN011964	JS Held	APP133940	12/10/2025	244018349	REDEVELOP DISTRICT	COW Program Mang Nov	250.00		
VEN011964	JS Held	APP133944	12/10/2025	244018349	REDEVELOP DISTRICT	Nov services	820.20		
VEN011964	JS Held	APP133944	12/10/2025	244018349	REDEVELOP DISTRICT	Nov services	816.50		
VEN011964	JS Held	APP133944	12/10/2025	244018349	REDEVELOP DISTRICT	Nov services	2,983.70		
VEN011964	JS Held	APP133961	12/10/2025	244018349	REDEVELOP DISTRICT	Nov services	50.00		
Subtotal for RDC							95,109.93		
Subtotal for Fund 244 Redevelopment District Capital							95,109.93		
Fund No. Fund Name									
305 Grand Junction TIF									
RDC									
VEN012714	Argent Institutional Trust	APP133886	12/9/2025	305018280	GRAND JUNCT TIF-DEBT	RDA LR 2024 Bond	872,500.00		
Subtotal for RDC							872,500.00		
Subtotal for Fund 305 Grand Junction TIF							872,500.00		
Fund No. Fund Name									
313 RDA LR2023-GJ									
RDC									
VEN012714	Argent Institutional Trust	APP133164	11/13/2025	313018349	RDA LR2023GJ-SERVICE	Admin fee	1,500.00		
Subtotal for RDC							1,500.00		
Subtotal for Fund 313 RDA LR2023-GJ							1,500.00		
Fund No. Fund Name									
319 Spring Mill Sta TIF									
RDC									
VEN008527	BOK Financial	APP133373	11/18/2025	319018131	SPRINGMILL STA TIF TSF	2022 Bond	319,574.37	500001248	12/1/2025
Subtotal for RDC							319,574.37		
Subtotal for Fund 319 Spring Mill Sta TIF							319,574.37		

Purchase Invoice Register

City of Westfield

Report Date Range: 11/13/25..12/10/25

12/10/2025 3:25 PM

Page 3 of 3

WESTFIELD/DIDTOLLEY

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									
327	Union Square TIF								
RDC									
VEN008527	BOK Financial	APP133373	11/18/2025	327018131	UNION SQUARE TIF-TSF	2022 Bond	13,925.63	500001248	12/1/2025
Subtotal for RDC							13,925.63		
Subtotal for Fund 327 Union Square TIF							13,925.63		
Posted Invoices Total							1,302,609.93		

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

BARNES & THORNBURG LLP

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

Invoice 3498836

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

November 19, 2025
Brian L. Burdick
00099516-00000001

PAYABLE UPON RECEIPT

Fees for Services	\$	2,464.00
Other Charges	\$	0.00
Total This Invoice	\$	2,464.00

Project Code:	Amount:
24000	\$391.50
24005	\$113.75
24013	\$1,845.00
25008	\$113.75

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

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

We do not communicate changes to our bank account details by email. If you receive such a request, please call our office using a verified number before taking any action.

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 # 00331
DATE 12/05/2025
DUE DATE 01/19/2026
TERMS Net 45

DESCRIPTION	Project Code	AMOUNT
• Hamilton Crossroads Feasibility	25008	5,000.00
• Social Square Feasibility	24005	5,000.00
• ██████ Feasibility	24000	5,000.00
• Jaffe Feasibility	24011	5,000.00
• Sugarleaf Feasibility	25016	5,000.00

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

BALANCE DUE

\$25,000.00

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



HARRY F. TODD
 RYAN R. WILMERING
 ADAM W. COLLINS
 KATIE WELCH RARICK
 HALEY L. SOSNICK
 MICHAEL S. WALLACK
 OF COUNSEL
 GEORGE W. SOMERS
 EMERITUS
 BARRY Z. WALLACK
 (1941-2025)
 KARL P. HAAS
 (1960-2017)

City of Westfield
 Billing Statement Summary
 November 30, 2025

Project Code
 24000
 24012
 24023
 25010
 25011
 24000
 24000
 25001
 25003
 25008
 25002
 25005
 24014
 24013
 24000
 25009
 25016
 24017
 25017
 24019
 24020

Matter	Invoice Date	Invoice#	Current Fees	30 Days	Total Due
COW-██████	12/02/2025	38758	\$ 110.00		\$ 110.00
COW-BWJersey	12/02/2025	38759	\$3,575.00		\$3,575.00
COW-██████	12/02/2025	38760	\$1,045.00		\$1,045.00
COW-ECR	12/02/2025	38761	\$ 330.00		\$ 330.00
COW-██████	12/02/2025	38762	\$1,705.00		\$1,705.00
COW-General	12/02/2025	38763	\$2,860.00		\$2,860.00
COW-Green	12/02/2025	38764	\$ 55.00		\$ 55.00
COW-GrPark	12/02/2025	38765	\$ 962.00		\$ 962.00
COW-GrPGen	12/02/2025	38766	\$1,870.00		\$1,870.00
COW-HamCross	12/02/2025	38767	\$ 55.00		\$ 55.00
COW-Henke	12/02/2025	38768	\$ 85.00		\$ 85.00
COW-IceFac	12/02/2025	38769	\$8,745.00		\$8,745.00
COW-L7	12/02/2025	38770	\$ 55.00		\$ 55.00
COW-Latern	12/02/2025	38771	\$ 110.00		\$ 110.00
COW-LOR	12/02/2025	38772	\$ 165.00		\$ 165.00
COW-Market	12/02/2025	38773	\$1,265.00		\$1,265.00
COW-Newby	12/02/2025	38774	\$ 495.00		\$ 495.00
COW-ParkSt	12/02/2025	38775	\$ 440.00		\$ 440.00
COW-Schaaf	12/02/2025	38776	\$ 165.00		\$ 165.00
COW-Towne Run	12/02/2025	38777	\$ 220.00		\$ 220.00
COW-Union	12/02/2025	38778	\$ 165.00		\$ 165.00
		Totals:	\$24,477.00		\$24,477.00

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

Tel: 317.231.9000 Fax: 317.231.9900

REMIT TO:

CrossRoad Engineers, P.C.
115 N. 17th Avenue
Beech Grove, IN 46107
317-780-1555



City of Westfield
Jennell Fairman, PE, LEED AP
2728 East 171st Street
Westfield, IN 46074

Invoice number 252019
Date 12/03/2025

Project GRAND PARK BOT - OTR SERVICES

Total Due This Invoice (see breakdown below):	\$1,056.00
------------------------------------------------------	-------------------

For services performed November 1, 2025 through November 28, 2025.
PROMPT PAYMENT OF INVOICE IS APPRECIATED!!

These services were performed in accordance with our Professional Services Agreement approved November 19, 2025.

Professional Fees

Plan Specification & Review

	Hours	Rate	Billed Amount
Senior Project Manager			
David Borden	2.50	176.00	440.00
William F. Hall II	3.50	176.00	616.00
Subtotal	6.00		1,056.00
Phase subtotal	6.00		1,056.00

Invoice total 1,056.00

Invoice Summary

Description	Contract Amount	Current Billed	Prior Billed	Total Billed	Remaining
PLAN SPECIFICATION & REVIEW	23,500.00	1,056.00	0.00	1,056.00	22,444.00
COORDINATION WITH CITY STAFF	23,500.00	0.00	0.00	0.00	23,500.00
MISCELLANEOUS REIMBURSABLES	2,000.00	0.00	0.00	0.00	2,000.00
Total	49,000.00	1,056.00	0.00	1,056.00	47,944.00

Grand Park BOT - OTR Services
 Plan Specification & Review
 Date Range from: 11/1/2025 to 11/28/2025

Employee/Activity	Total	Billed	WIP Total	Work In Progress			Hold	Non Billable	Writeoff
				Billable	Deferred	Hold			
David Borden	2.50	2.50							
Billable Time	2.50	2.50							
Plan review and DDP Coordination Meeting with Keystone Group & City	2.50	2.50							
William F. Hall II	3.50	3.50							
Billable Time	3.50	3.50							
Total	6.00	6.00							



CSI Signs

555 Park 32 West Drive
 Noblesville, IN 46062
 Ph: (317) 867-2737
 FAX: (317) 867-2737
 Email: sales@csi-signs.com
 Web: https://www.csi-signs.com

Order Created: 8/18/2025 10:28:00AM

Order Date: 8/18/2025 10:28:00AM		Account No.: 944	
Billed To:	City of Westfield	Created Date:	8/18/2025 10:28:00AM
Contact:	Lauren Wahl, Redevelopment Strategis	Salesperson:	Amber Willis
Address:	2728 E 171st Street Westfield, IN 46074	Email:	amber@csi-signs.com
	2728 E 171st Street Westfield, IN 46074	Cell Phone:	(317) 473-4322
Email:	lwahl@westfield.in.gov	Business Fax 2:	(317) 867-2737
Office Phone:			

Description: Parking Garage Way Finding Signs qty 135 (8.2025)

		Quantity	Unit Price	Subtotal
1	Product: Roll Sign Print	28.00	\$184.00	\$5,152.00
	Description: 7.8x60 " 3M ACM W REFLECTIVE qty 28 total			
	sign#			
	level 1 (14)			
	2 qty 5			
	26 qty 4			
	27 qty 1			
	28 qty 4			
	lower level (14)			
	1 qty 5			
	10 qty 2			
	11 qty 2			
	12 qty 2			
	13 qty 3			
	• 28, 7.8 in x 60 in Single Sided Custom Roll Print, Made From 3M3930 White HIP Reflective 48x50			
2	Product: Roll Sign Print	5.00	\$332.46	\$1,662.30
	Description: LEVEL 1 AND LEVEL LL:			
	EV CHARGING 12x48			
	sign #			
	(Level 1)			
	3 qty 1 pay kiosk.			
	4 qty 1 EV Charging			
	32 qty 1 EV on LL			
	LEVEL LL			
	4 qty 1 EV Charging			
	37 qty Directional to up to P1			
	• 5, 11.5 in x 47.5 in Single Sided Custom Roll Print, Made From 3M3930 White HIP Reflective 48x50			



CSI Signs

555 Park 32 West Drive
Noblesville, IN 46062
Ph: (317) 867-2737
FAX: (317) 867-2737
Email: sales@csi-signs.com
Web: https://www.csi-signs.com

Invoice #: 51274

Order Created: 8/18/2025 10:28:00AM

3	Product: Roll Sign Print	71.00	\$65.00	\$4,615.00
	Description: 18X12			
	sign# Level 1(qty 38) 5-1 -Van HC 6-5 -HC 7-5 -Fire 8-2 -Park at risk 9-2 -Private Property 21-17 -simple qr 29-5 -15 min 33- 1- EV parking Lower Level (qty 33) Sign# 6-2 ACC HC 7- 2 - fire 8-2 - park at risk 9-2- private prop 21-21- simple qr 33-4 - ev parking only • 71, 18 in x 12 in Single Sided Custom Roll Print, Made From 3M3930 White HIP Reflective 48x50			
4	Product: Roll Sign Print	14.00	\$386.96	\$5,417.44
	Description: 24x47.5 qty 14			
	LEVEL 1: (QTY 6) 22-2 p1 elv/stair 23-1 p1 s ele 24-1 p1 sw stair 25-1 p1 se stair 30-1 p1 ele/stiars DOUBLE SIDED *** LEVEL 2: (qty 8) 14-1 ll s evl right arrow 17-1 ll sw stair right 18-1 ll se stair left 19-1 ll evel stair 31 -1 ll nw evel 34-1 ll sw stair left 35-1 ll s elevator left 36-1 ll se stair right • 14, 23.5 in x 47.5 in Single Sided Custom Roll Print, Made From 3M3930 White HIP Reflective 48x50			
5	Product: Roll Sign Print	17.00	\$86.00	\$1,462.00
	Description: 24X18			
	LL 1: (7) sign # 20 qty 7 - deatiled qr LL: (10) sign # 20 qty 10 detailed qr • 17, 17.5 in x 23.5 in Single Sided Custom Roll Print, Made From 3M3930 White HIP Reflective 48x50			



CSI Signs

555 Park 32 West Drive
Noblesville, IN 46062
Ph: (317) 867-2737
FAX: (317) 867-2737
Email: sales@csi-signs.com
Web: https://www.csi-signs.com

Invoice #: 51274

Order Created: 8/18/2025 10:28:00AM

6	Product: Service and Install Description: Standard Install --- NOTE if all goes well ..it will this rate will go down! 8.2025 qty increased to 135 Qty 135 signs	1.00	\$12,195.00	\$12,195.00
7	Product: Service and Install Description: INSTALL NOT INCLUDED - CAN BE ADDED HARDWARE NOT INCLUDED - CAN BE ADDED	1.00	\$0.00	\$0.00

Order Subtotal: \$30,503.74
Total Taxes: \$0.00
Total: \$30,503.74
Order Balance: \$30,503.74

Payment Terms: Balance due upon receipt.
All prices listed, advertised, and quoted have a 3.95% cash discount incentive built into the pricing for cash and store-branded gift card purchases.
Any purchase made with a credit or debit card will not receive the cash discount and a non-cash discount adjustment will be placed on your receipt.



CSI Signs

555 Park 32 West Drive
 Noblesville, IN 46062
 Ph: (317) 867-2737
 FAX: (317) 867-2737
 Email: sales@csi-signs.com
 Web: https://www.csi-signs.com

Order Created: 9/9/2025 2:38:00PM
 Sale Date: 10/7/2025 12:52:00PM

Sale Date: 10/7/2025 12:52:00PM

Account No.: 944

Billed To: City of Westfield
Contact: Lauren Wahl, Redevelopment Strategist
Address: 2728 E 171st Street
 Westfield, IN 46074

Email: lwahl@westfield.in.gov
Office Phone:

Created Date: 9/9/2025 2:38:00PM
Salesperson: Amber Willis
Email: amber@csi-signs.com
Cell Phone: (317) 473-4322
Business Fax 2: (317) 867-2737

2728 E 171st Street
 Westfield, IN 46074

Description: add on 1: Parking Garage Way Finding Signs

		Quantity	Unit Price	Subtotal
1	Product: Roll Sign Print Description: 18X12 reflective on 3m max metal sign# 7 Fire Ext - add qty 11 +1 • 12, 18 in x 12 in Single Sided Custom Roll Print, Made From 3M3930 White HIP Reflective 48x50	12.00	\$65.00	\$780.00
2	Product: Roll Sign Print Description: 24X18 - redo QR with standard vinyl TOTAL 17 3mm max metal installs direct to wall LL 1: (7) sign # 20 qty 7 - deatiled qr LL: (10) sign # 20 qty 10 detailed qr • 17, 17.5 in x 23.5 in Single Sided Custom Roll Print, Made From 3M40C-10R White 54x50	17.00	\$62.81	\$1,067.77
3	Product: Service and Install Description: INSTALL NOT INCLUDED - CAN BE ADDED HARDWARE NOT INCLUDED - CAN BE ADDED	1.00	\$600.00	\$600.00



CSI Signs

555 Park 32 West Drive
Noblesville, IN 46062
Ph: (317) 867-2737
FAX: (317) 867-2737
Email: sales@csi-signs.com
Web: <https://www.csi-signs.com>

Invoice #: 51388

Order Created: 9/9/2025 2:38:00PM
Sale Date: 10/7/2025 12:52:00PM

Order Subtotal: \$2,447.77
Total Taxes: \$0.00
Total: \$2,447.77
Order Balance: \$2,447.77

Payment Terms: Balance due upon receipt.
All prices listed, advertised, and quoted have a 3.95% cash discount incentive built into the pricing for cash and store-branded gift card purchases.
Any purchase made with a credit or debit card will not receive the cash discount and a non-cash discount adjustment will be placed on your receipt.



Invoice No: INV-01US-0329632
Date: 12/8/2025
Due date: 12/8/2025
Payment Terms: Due Upon Receipt
Bill Through Date: 11/24/2025

J.S. Held LLC - US
50 Jericho Quadrangle
Ste 117
Jericho, NY 11753
United States

Jenell Fairman
City of Westfield Indiana
2728 East 171st Street
Westfield, IN 46074
United States

Phone: 516.621.2900
Tax ID #: 47-3291463

INVOICE

PROJECT NO. 250302569
PROJECT NAME City of Westfield Program Management

INVOICE FOR DISTRIBUTION ONLY TO
City of Westfield Indiana

This Invoice Represents Your 100% Share

PLEASE REFERENCE THE J.S. HELD INVOICE NUMBER # INV-01US-0329632 WHEN REMITTING PAYMENT
J.S. Held and its affiliates and subsidiaries are not a certified public accounting firm and do not provide audit, attest, or any other public accounting services. J.S. Held is not a law firm and does not provide legal advice. All rights reserved.



Invoice No: INV-01US-0329632
Date: 12/8/2025
Due date: 12/8/2025
Payment Terms: Due Upon Receipt
Bill Through Date: 11/24/2025

J.S. Held LLC - US
50 Jericho Quadrangle
Ste 117
Jericho, NY 11753
United States

Jenell Fairman
 City of Westfield Indiana
 2728 East 171st Street
 Westfield, IN 46074
 United States

Phone: 516.621.2900
 Tax ID #: 47-3291463

INVOICE

PROJECT NO.	PROJECT NAME
250302569	City of Westfield Program Management

Professional Services Rendered:	USD	\$ 4,237.50
Expenses:	USD	\$ 253.52
Invoice Total	USD	\$ 4,491.02

Rounding differences may exist compared to the detail pages

Project Code:	Amount:
24000	\$381.12
25001	\$1,200.00
25003	\$987.50
25005	\$1,672.40
25010	\$250.00

TO ENSURE TIMELY PROCESSING PLEASE REMIT PAYMENT VIA ACH TO

Bank Name:	JP Morgan Chase Bank
ABA#:	021000021
Swift Code:	CHASUS33
Account:	328833006
Branch address:	4 New York Plaza, New York, NY, 10004
Beneficiary:	J.S. Held LLC - US
Reference (Mandatory):	Invoice No: INV-01US-0329632

If ACH payments are not an option for your company, please mail all checks to

Mailing Address
J.S. Held US Lockbox
 P.O. Box 23368
 New York, NY 10087-3368

Overnight Mailing Address
JP Morgan Chase – Lockbox Processing
 Attn: J.S. Held US Lockbox #23368
 4 Chase Metrotech Center, 7th Fl East
 Brooklyn NY 11245

Please send your remittance statement at the time payment is processed to Payments@JSHeld.com

Payment via Credit Card: Please see below credit card link to process payment of your invoice. Please note that there will be a 4% processing fee added on to your charge for the process of the payment using this link.
[Click here to make your payment](#)

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PLEASE REFERENCE THE J.S. HELD INVOICE NUMBER # **INV-01US-0329632** WHEN REMITTING PAYMENT

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Invoice No: INV-01US-0329632
Date: 12/8/2025
Due date: 12/8/2025
Payment Terms: Due Upon Receipt
Bill Through Date: 11/24/2025

J.S. Held LLC - US
50 Jericho Quadrangle
Ste 117
Jericho, NY 11753
United States

Jenell Fairman
 City of Westfield Indiana
 2728 East 171st Street
 Westfield, IN 46074
 United States

Phone: 516.621.2900
 Tax ID #: 47-3291463

INVOICE

PROJECT NO.	PROJECT NAME
250302569	City of Westfield Program Management

SUMMARY OF PROFESSIONAL SERVICES RENDERED:

Staff Member	Total Hours	Rate	Amount
PROJECT SUPPORT SERVICES			
Deb Kunce	16.70	250.00	4,175.00
Susan Drattlo	0.50	125.00	62.50
TOTAL PROJECT SUPPORT SERVICES	17.20		4,237.50
TOTAL PROFESSIONAL SERVICES RENDERED:	17.20		\$ 4,237.50 USD

PROFESSIONAL SERVICES RENDERED:

Date	Staff Member	Description	Hours
11/6/2025	Deb Kunce	Meeting with Keystone	1.00
11/7/2025	Susan Drattlo	Invoice documentation	0.30
11/10/2025	Deb Kunce	ECR Parking Garage, Ice Rink	1.40
11/11/2025	Deb Kunce	Baseball field and Duke	1.50
11/12/2025	Deb Kunce	Ice Rink Parking Garage	4.50
11/13/2025	Deb Kunce	Keystone mtg, ECR garage	1.50
11/13/2025	Susan Drattlo	Scheduling - Public Works Meeting	0.20
11/14/2025	Deb Kunce	Ice interviews	2.50
11/20/2025	Deb Kunce	Keystone mtg	0.80
11/21/2025	Deb Kunce	Hunden mtg	0.50
11/24/2025	Deb Kunce	ECR, garage reporting, [REDACTED] + travel	3.00

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Invoice No: INV-01US-0329632
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J.S. Held LLC - US
50 Jericho Quadrangle
Ste 117
Jericho, NY 11753
United States

Jenell Fairman
 City of Westfield Indiana
 2728 East 171st Street
 Westfield, IN 46074
 United States

Phone: 516.621.2900
 Tax ID #: 47-3291463

INVOICE

PROJECT NO.	PROJECT NAME
250302569	City of Westfield Program Management

Date	Staff Member	Description	Hours
TOTAL:			17.20

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Invoice No: INV-01US-0329632
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J.S. Held LLC - US
50 Jericho Quadrangle
Ste 117
Jericho, NY 11753
United States

Jenell Fairman
 City of Westfield Indiana
 2728 East 171st Street
 Westfield, IN 46074
 United States

Phone: 516.621.2900
 Tax ID #: 47-3291463

INVOICE

PROJECT NO.	PROJECT NAME
250302569	City of Westfield Program Management

SUMMARY OF EXPENSES:

Staff Member	Amount
OTHER	
File Administration	169.50
OTHER TOTALS	169.50
PROJECT SUPPORT SERVICES	
	39.92
Deb Kunce	44.10
PROJECT SUPPORT SERVICES TOTALS	84.02
TOTAL EXPENSES:	253.52 USD

EXPENSE DETAIL

Date	Source	Description	Amount
11/3/2025		Other Direct Project Expense: Professional Services Rendered by Reprographix - INV129850	39.92
11/12/2025	Deb Kunce	Mileage - Use of Personal Car: Ice rink interviews - day 1 11 x 0.7 = 7.70	7.70
11/14/2025	Deb Kunce	Mileage - Use of Personal Car: Ice rink interviews - day 2 11 x 0.7 = 7.70	7.70
11/24/2025	Deb Kunce	Mileage - Use of Personal Car: mtg onsite 41 x 0.7 = 28.70	28.70
12/8/2025		File Administration	169.50
TOTAL EXPENSES:			253.52 USD

PLEASE REFERENCE THE J.S. HELD INVOICE NUMBER # **INV-01US-0329632** WHEN REMITTING PAYMENT
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Remit To:
 PO Box 44026
 Indianapolis, IN 46244

Invoice No. INV129850

Company	J.S. Held
Account NO.	CA00000442
Contact	Susan Drattlo
Phone	317-903-7363
Email	sdrattlo@jsheld.com
Department	Plans and Specs Department

Amount	Invoice Date	Due Date
\$34.71	11/03/25	12/03/25

Page: 1 of 1

Bill To: J.S. Held
 50 Jericho Quadrangle
 Suite 117
 Jericho NY 11753
 United States

Ship To: Susan Drattlo
 J.S. Held
 429 N. Pennsylvania St.
 Suite 304
 Indianapolis IN 46204
 United States

P.O. Number	Terms	Reference	Ordered By	Delivery Date
	Net 30	J134369	Susan Drattlo	11/03/25

Project			
Description	Qty	Unit Price	Total Price
Grand Park - 50 Set 12" x 18" 1 Sheets Printed Full Size Color Single-Sided on 20# Engineering Bond 12" x 18" 38 Sheets Printed Full Size Spot Color Single-Sided on 20# Engineering Bond Size: 12" x 18" Design: Basic Image Cropping - 15 Minutes Binding: Binder Strips with Staples Packaging: Rubber Bands @ 2	1	\$34.71	\$34.71

Subtotal \$34.71
Tax \$0.00
Total Due \$34.71

PAYMENT VIA CREDIT CARD ACCEPTED ONLY AT TIME OF TRANSACTION. INVOICES BILLED NET 30 ON ACCOUNT MAY BE PAID ONLY BY CHECK.
 Net 30 Terms, interest charged at 1.5% per month (18% per annum) will be added to accounts over 30 days past due.
 For invoice questions please contact. AR @reprographix.com

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Invoice No: INV-01US-0329634
Date: 12/8/2025
Due date: 12/8/2025
Payment Terms: Due Upon Receipt
Bill Through Date: 11/25/2025

J.S. Held LLC - US
50 Jericho Quadrangle
Ste 117
Jericho, NY 11753
United States

Jenell Fairman
 City of Westfield Indiana
 2728 East 171st Street
 Westfield, IN 46074
 United States

Phone: 516.621.2900
 Tax ID #: 47-3291463

INVOICE

PROJECT NO.	PROJECT NAME
250802146	City of Westfield Non-Grand Park Projects

INVOICE FOR DISTRIBUTION ONLY TO
City of Westfield Indiana

This Invoice Represents Your 100% Share

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Invoice No: INV-01US-0329634
Date: 12/8/2025
Due date: 12/8/2025
Payment Terms: Due Upon Receipt
Bill Through Date: 11/25/2025

J.S. Held LLC - US
50 Jericho Quadrangle
Ste 117
Jericho, NY 11753
United States

Jenell Fairman
 City of Westfield Indiana
 2728 East 171st Street
 Westfield, IN 46074
 United States

Phone: 516.621.2900
 Tax ID #: 47-3291463

INVOICE

PROJECT NO.	PROJECT NAME
250802146	City of Westfield Non-Grand Park Projects

Professional Services Rendered:	USD	\$ 4,137.50
Expenses:	USD	\$ 532.90
Invoice Total	USD	\$ 4,670.40

Rounding differences may exist compared to the detail pages

TO ENSURE TIMELY PROCESSING PLEASE REMIT PAYMENT VIA ACH TO

Project Code:	Amount:
24000	\$820.20
25013	\$816.50
25015	\$2,983.70

Bank Name:	JP Morgan Chase Bank
ABA#:	021000021
Swift Code:	CHASUS33
Account:	328833006
Branch address:	4 New York Plaza, New York, NY, 10004
Beneficiary:	J.S. Held LLC - US
Reference (Mandatory):	Invoice No: INV-01US-0329634

If ACH payments are not an option for your company, please mail all checks to

Mailing Address
J.S. Held US Lockbox
 P.O. Box 23368
 New York, NY 10087-3368

Overnight Mailing Address
JP Morgan Chase – Lockbox Processing
 Attn: J.S. Held US Lockbox #23368
 4 Chase Metrotech Center, 7th Fl East
 Brooklyn NY 11245

Please send your remittance statement at the time payment is processed to Payments@JSHeld.com

Payment via Credit Card: Please see below credit card link to process payment of your invoice. Please note that there will be a 4% processing fee added on to your charge for the process of the payment using this link.

[Click here to make your payment](#)

Please email CashApps@JSHeld.com with any questions you may have regarding invoice payments.

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Invoice No: INV-01US-0329634
Date: 12/8/2025
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Bill Through Date: 11/25/2025

J.S. Held LLC - US
50 Jericho Quadrangle
Ste 117
Jericho, NY 11753
United States

Jenell Fairman
 City of Westfield Indiana
 2728 East 171st Street
 Westfield, IN 46074
 United States

Phone: 516.621.2900
 Tax ID #: 47-3291463

INVOICE

PROJECT NO.	PROJECT NAME
250802146	City of Westfield Non-Grand Park Projects

SUMMARY OF PROFESSIONAL SERVICES RENDERED:

Staff Member	Total Hours	Rate	Amount
PROJECT SUPPORT SERVICES			
Deb Kunce	15.90	250.00	3,975.00
Susan Drattlo	1.30	125.00	162.50
TOTAL PROJECT SUPPORT SERVICES	17.20		4,137.50
TOTAL PROFESSIONAL SERVICES RENDERED:	17.20		\$ 4,137.50 USD

PROFESSIONAL SERVICES RENDERED:

Date	Staff Member	Description	Hours
11/3/2025	Deb Kunce	Parks Board prep and CMc on-boarding prep	1.50
11/5/2025	Deb Kunce	Park Board mtg, prep, and travel	1.80
11/5/2025	Susan Drattlo	Board agenda info and invite to CM	0.20
11/6/2025	Deb Kunce	Park St CMc communications	0.30
11/7/2025	Susan Drattlo	Invoice documentation	0.30
11/10/2025	Deb Kunce	Park st. and Econ Dev Staff mtg	2.00
11/10/2025	Susan Drattlo	Meeting Notes	0.50
11/11/2025	Deb Kunce	Park St: Wilhelm contract	1.50
11/11/2025	Susan Drattlo	Scheduling	0.30
11/12/2025	Deb Kunce	Jersey St. Initial design review	1.00
11/13/2025	Deb Kunce	Jersey St. coord	0.50

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Invoice No: INV-01US-0329634
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Due date: 12/8/2025
Payment Terms: Due Upon Receipt
Bill Through Date: 11/25/2025

J.S. Held LLC - US
50 Jericho Quadrangle
Ste 117
Jericho, NY 11753
United States

Jenell Fairman
 City of Westfield Indiana
 2728 East 171st Street
 Westfield, IN 46074
 United States

Phone: 516.621.2900
 Tax ID #: 47-3291463

INVOICE

PROJECT NO.	PROJECT NAME
250802146	City of Westfield Non-Grand Park Projects

Date	Staff Member	Description	Hours
11/14/2025	Deb Kunce	Park St. SD comments	0.80
11/17/2025	Deb Kunce	Wilhelm contract review	0.50
11/19/2025	Deb Kunce	Developer roundtable, Park St mtg, PW mtg	4.50
11/20/2025	Deb Kunce	Jersey St CMc follow-up	0.30
11/24/2025	Deb Kunce	Jersey and Park St. reporting, Wilhelm contract	1.00
11/25/2025	Deb Kunce	Park St. engagement	0.20
TOTAL:			17.20

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J.S. Held LLC - US
50 Jericho Quadrangle
Ste 117
Jericho, NY 11753
United States

Jenell Fairman
 City of Westfield Indiana
 2728 East 171st Street
 Westfield, IN 46074
 United States

Phone: 516.621.2900
 Tax ID #: 47-3291463

INVOICE

PROJECT NO.	PROJECT NAME
250802146	City of Westfield Non-Grand Park Projects

SUMMARY OF EXPENSES:

Staff Member	Amount
PROJECT SUPPORT SERVICES	517.50
Deb Kunce	15.40
PROJECT SUPPORT SERVICES TOTALS	532.90
TOTAL EXPENSES:	532.90 USD

EXPENSE DETAIL

Date	Source	Description	Amount
11/4/2025		Other Direct Project Expense: Professional Services rendered by Reprographix Inc	241.50
11/4/2025		Other Direct Project Expense: Professional Services Rendered by Reprographix - INV129875	276.00
11/5/2025	Deb Kunce	Mileage - Use of Personal Car: Parks Board Mtg 11 x 0.7 = 7.70	7.70
11/19/2025	Deb Kunce	Mileage - Use of Personal Car: Developer Roundtable 11 x 0.7 = 7.70	7.70
TOTAL EXPENSES:			532.90 USD

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Remit To:
PO Box 44026
Indianapolis, IN 46244

Invoice No. INV129874

Company	J.S. Held
Account NO.	CA000000442
Contact	Susan Drattlo
Phone	317-903-7363
Email	sdrattlo@jsheld.com
Department	Plans and Specs Department

Amount	Invoice Date	Due Date
\$210.00	11/04/25	12/04/25

Page: 1 of 1

Bill To: J.S. Held
50 Jericho Quadrangle
Suite 117
Jericho NY 11753
United States

Ship To: Susan Drattlo
J.S. Held
429 N. Pennsylvania St.
Suite 304
Indianapolis IN 46204
United States

P.O. Number	Terms	Reference	Ordered By	Delivery Date
	Net 30	J134400	Susan Drattlo	11/04/25

Project			
Description	Qty	Unit Price	Total Price
City of Westfield CMc - Jersey Street Reconstruction Project File Work: Addendum(s) - 03 Addendums x 14 Planholders	1	\$210.00	\$210.00

Subtotal \$210.00
Tax \$0.00
Total Due \$210.00

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Remit To:
 PO Box 44026
 Indianapolis, IN 46244

Invoice No. INV129875

Company	J.S. Held
Account NO.	CA000000442
Contact	Susan Drattlo
Phone	317-903-7363
Email	sdrattlo@jsheld.com
Department	Plans and Specs Department

Amount	Invoice Date	Due Date
\$240.00	11/04/25	12/04/25

Page: 1 of 1

Bill To: J.S. Held
 50 Jericho Quadrangle
 Suite 117
 Jericho NY 11753
 United States

Ship To: Susan Drattlo
 J.S. Held
 429 N. Pennsylvania St.
 Suite 304
 Indianapolis IN 46204
 United States

P.O. Number	Terms	Reference	Ordered By	Delivery Date
	Net 30	J134399	Susan Drattlo	11/04/25

Project			
Description	Qty	Unit Price	Total Price
Westfield Park Street Improvements RFP File Work: Addendum(s) - 03 Addendums x 16 Planholders	1	\$240.00	\$240.00

Subtotal \$240.00
Tax \$0.00
Total Due \$240.00

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 Net 30 Terms, interest charged at 1.5% per month (18% per annum) will be added to accounts over 30 days past due.
 For invoice questions please contact: AR @reprographix.com

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 Established 1985



INVOICE

Date: 10/10/2025

Division: Corporate Trust

Invoice No.:

75987

CITY OF WESTFIELD
ATTN: TREASURER
130 PENN ST
WESTFIELD IN 46074

CITY OF WESTFIELD INDIANA REDEVELOPMENT
AUTHORITY LOCAL INCOME TAX LEASE RENTAL
REVENUE BONDS, SERIES 2023

Account # 14085050410
Abbreviation: 14085050410

Billing Period: 11/21/2025 - 11/20/2026

BALANCE CARRIED FORWARD: \$0.00
PREVIOUS AMOUNT BILLED: \$1,500.00
AMOUNT RECEIVED: \$1,500.00

ADMINISTRATION FEE \$1,500.00
ANNUAL ADMINISTRATION
TOTAL DUE \$1,500.00

Handwritten number: 313 0183 49

Please Direct Wires and ACH to:
ARGENT INSTITUTIONAL TRUST COMPANY
WIRES TO: BANK OF AMERICA
ABA: 026009593 / ACCT: 334037214392
ACH TO: BANK OF AMERICA
ABA: 061000052 / ACCT: 334037214392
FBO: Invoice # listed above

Remit Checks To:
ARGENT INSTITUTIONAL TRUST COMPANY
ATTN: CORPORATE TRUST
4343 EASTON COMMONS, SUITE 120
COLUMBUS, OH 43219
**Invoice# Must be on Check or
Invoice Must Accompany Check

CHRISTINE BERKEMEIER 317-804-0628

Invoices are payable upon receipt

Handwritten note: TSE from 101



11/20/2025
Lease Rental Invoice
Micha Farrar <mfarrar@westfield.in.gov>

~~385 023 131~~

380 015 380

**CITY OF WESTFIELD REDEVELOPMENT AUTHORITY
ATTN: PRESIDENT
2728 EAST 171ST STREET
WESTFIELD, IN 46074**

Re: **WESTFIELD REDEVELOPMENT AUTHORITY LEASE RENTAL REVENUE BONDS OF 2024**

TranStar ID: WESTFIELD24
Account: 14085050589
Debt Service Date: January 15, 2026

Payment is due : **January 1, 2026**

LEASE PAYMENT DUE: **\$872,500.00**

Total Lease Rental Due: \$872,500.00

Payments by Wire Transfer or ACH

Bank: Bank of America, N. A.
222 Broadway; New York, NY 10038
Wire ABA/Routing #026009593
ACH ABA/Routing #061000052
Account Number: 334037214715
Account Name: Argent Institutional Trust Company
5901 Peachtree Dunwoody Road, Suite C495
Atlanta, GA 30328
Attn: CHRISTINE BERKEMEIER 317-804-0628
Ref: WESTFIELD24

Payments by Check

Argent Institutional Trust Company
Attn: Christine Berkemeier
101 West Ohio Street Suite 660
Indianapolis, Indiana 46204

CHECK PAYMENTS ARE DUE 5 DAYS PRIOR TO DUE DATE

Debra Tolley

From: Micha Farrar
Sent: Tuesday, November 18, 2025 3:09 PM
To: Debra Tolley
Subject: FW: 12.15.2025 Union Square Project 2022 BD Lease Rental Payment Invoice
Attachments: 12.15.2025 WSTFLDUS2022 LRP Invoice.pdf

Please pay the debt invoice as directed. Thanks



MICHA FARRAR
Deputy IAMC, CMC, CPFIM
Clerk Treasurer
317-804-3025

www.westfield.in.gov
130 Penn Street, Westfield IN 46074

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[What's Happening Here?](#)

From: Rachel Baker <rbaker@westfield.in.gov>
Sent: Tuesday, November 18, 2025 2:49 PM
To: Marla Ailor <mailor@westfield.in.gov>; Micha Farrar <mfarrar@westfield.in.gov>
Subject: RE: 12.15.2025 Union Square Project 2022 BD Lease Rental Payment Invoice

Marla and Micha,

Thank you for your patience with my response. Here is my breakdown of the amounts to be paid from the specific funds:

- Payment Due: \$333,500.00
- Fund 327 Union Square: \$13,925.63
- Fund 319 Spring Mill Station: \$319,574.37

Based on the October fund report, the current cash balance in Fund 319 Spring Mill Station appears to be \$139,701.69. This would require at least \$179,872.68 to be transferred from investments. I believe amounts can be transferred in \$50,000 increments, is that correct? If so, \$200,000.00 should be transferred from investments to avoid a negative fund balance.

Let me know if you see any issues with the above.

Thanks,
Rachel



RACHEL BAKER
 Redevelopment Manager
 Economic Development
 317-391-9773

www.westfield.in.gov
 2728 E 171st St., Westfield IN 46074

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From: Marla Ailor <mailor@westfield.in.gov>
Sent: Tuesday, November 11, 2025 2:39 PM
To: Micha Farrar <mfarrar@westfield.in.gov>; Rachel Baker <rbaker@westfield.in.gov>
Subject: RE: 12.15.2025 Union Square Project 2022 BD Lease Rental Payment Invoice

Rachel,

Could you please specify the amounts to be paid and the specific funds from which you'd like them processed?
 Our responsibility is to verify fund availability, rather than to determine the funding source.

Thanks,



MARLA AILOR
 ACPFIM, Clerk Treasurer
 317-804-3029

www.westfield.in.gov
 130 Penn Street, Westfield IN 46074

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[What's Happening Here?](#)

From: Micha Farrar <mfarrar@westfield.in.gov>
Sent: Monday, November 10, 2025 4:03 PM
To: Rachel Baker <rbaker@westfield.in.gov>; Marla Ailor <mailor@westfield.in.gov>
Subject: RE: 12.15.2025 Union Square Project 2022 BD Lease Rental Payment Invoice

Admin Fee charged to 332 018 349. Thanks



WSTFLDUS2022 CAPITALIZED INTEREST ACPUSD
Account Number: 2400-0000112.3

Date	Description	Principal	Cash
	Beginning Cash Balance		0.00
01/02/25	Interest Payment 98,073.78 amount REG CHG & TRANS DEMAND DEP MARKETPLACE From: IN 00000000 Pay: IN 01/02/2025 Ch: 18100000000012		1,474.48
01/10/25	Paid To BOKF 2400-0000112.3 CHG PT TO PY DN INWV 200026 DTD 01/02/24 \$1250 FEE5000435		(1,250.00)



MICHA FARRAR
Deputy IAMC, CMC,
CPFIM
Clerk Treasurer
317-804-3025

www.westfield.in.gov
130 Penn Street,
Westfield IN 46074

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

From: Rachel Baker <rbaker@westfield.in.gov>
Sent: Monday, November 10, 2025 9:56 AM
To: Marla Ailor <mailor@westfield.in.gov>; Micha Farrar <mfarrar@westfield.in.gov>
Subject: RE: 12.15.2025 Union Square Project 2022 BD Lease Rental Payment Invoice

Hi Marla and Micha,

Thanks for your patience with my response. We should use the full Union Square balance and transfer money from investments to pay the balance from Spring Mill Station, then reimburse Spring Mill Station once December settlement comes in.

On a related note, could you tell me where the trustee fee for these bonds is paid from? We'll add it to the 2026 spending plan and cash flow reports if it's coming from the allocation fund.



RACHEL BAKER
Redevelopment Manager
Economic Development
317-391-9773

www.westfield.in.gov
2728 E 171st St., Westfield IN 46074

Send Me a File
What's Building Here?
What's Happening Here?

From: Marla Ailor <mailor@westfield.in.gov>
Sent: Tuesday, November 4, 2025 10:02 AM
To: Micha Farrar <mfarrar@westfield.in.gov>; Rachel Baker <rbaker@westfield.in.gov>
Subject: RE: 12.15.2025 Union Square Project 2022 BD Lease Rental Payment Invoice

Micha,

Thanks for sending this. I reviewed the RDC Spending Plan approved in September. It does contemplate using Funds 327 and 319 as you noted; however, I agree we have a problem as it relates to the current balance and the bond invoice we just received.

Looping in @Rachel Baker here. I understand she's in Germany, so we'll give her time to respond.

Rachel, when you're able, please let us know how the RDC would like us to handle payment of the bond invoice without creating a negative fund balance. The November Fund Report will otherwise reflect a negative, and I'm not going to post a negative balance.

Thanks,
Marla



MARLA AILOR
ACPFIM, Clerk Treasurer
317-804-3029
www.westfield.in.gov
130 Penn Street, Westfield IN 46074

Send Me a File
What's Building Here?
What's Happening Here?

From: Micha Farrar <mfarrar@westfield.in.gov>
Sent: Tuesday, November 4, 2025 9:02 AM
To: Marla Ailor <mailor@westfield.in.gov>
Subject: 12.15.2025 Union Square Project 2022 BD Lease Rental Payment Invoice

Please see the attached invoice for the Union Square Project 2022 Bonds Lease Rental Payment, dated December 15, 2025, in the amount of \$333,500.00.
Could you please advise how you would like to allocate the payment?

Would you like to follow the same allocation method as the June invoice between Fund 327 and Fund 319? If so, there is a cashflow issue to Fund 327 & Fund 319 (unless move money out from Investment) I'm not certain of the exact amount we will receive from the December TIF revenues, and current cash balances are insufficient to cover the full invoice even if we receive same June revenue amount.

As of the October fund report:

- Fund 327 balance: \$13,925.63
- Fund 319 balance: \$139,701.69

Thank you, and please advise how you'd like to proceed.



MICHA FARRAR

Deputy IAMC, CMC,
CPFIM
Clerk Treasurer
317-804-3025

www.westfield.in.gov

130 Penn Street,
Westfield IN 46074

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

From: Hudson, Mark <MHudson@bokf.com>
Sent: Tuesday, November 4, 2025 7:36 AM
To: Marla Ailor <mailor@westfield.in.gov>
Cc: Micha Farrar <mfarrar@westfield.in.gov>
Subject: 12.15.2025 Lease Rental Payment Invoice

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

Good morning,

Attached please find the lease rental payment invoice for the Series 2022 Bonds above.

The lease rental payment due December 15, 2025, will provide funds for the January 1, 2026, debt service payment date.

I will be sending a couple more invoices to you in the upcoming weeks.

Please let me know if you have questions or need additional information.

Thanks,
Mark

Mark Hudson
Vice President, Corporate Trust
MHudson@bokf.com
T 317.599.4358 C 317.850.5960

BOK Financial
143 W. Market Street, Suite 600B
Indianapolis, IN 46204

[BOK Financial- Corporate Trust and Escrow Services](#)

Services provided by BOKF, NA, Member FDIC. BOKF, NA is the banking subsidiary of BOK Financial Corporation.

The company reserves the right to amend statements made herein in the event of a mistake. Unless expressly stated herein to the contrary, only agreements in writing signed by an authorized officer of the Company may be enforced against it.



BOK FINANCIAL®

Services provided by BOKF, NA

LEASE RENTAL PAYMENT INVOICE

November 1, 2025

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

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

LEASE RENTAL PAYMENT DUE DECEMBER 15, 2025 \$333,500.00

The Lease Rental Payment will be used to make the January 1, 2026 Bond Payment as follows:

\$333,500.00	Lease Rental Payment due 12/15/2025
\$0.00	LESS: Principal Payment due 01/01/2026
<u>(\$330,750.00)</u>	LESS: Interest Payment due 01/01/2026
\$2,750.00	Excess Transferred to Operation Fund

ACH/Wire Payment Instructions:

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

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

Mark Hudson
BOK Finacial
143 W. Market St., Suite 600B
Indianapolis, IN 46204
Mhudson@bokf.com
Phone 317.599.4358

**WESTFIELD REDEVELOPMENT COMMISSION
RESOLUTION NO. 52-2025**

**RESOLUTION OF THE CITY OF WESTFIELD REDEVELOPMENT COMMISSION
APPROVING THE FORM AND AUTHORIZING THE EXECUTION OF A PROPOSED
LEASE AMONG THE WESTFIELD PARK STREET BUILDING CORPORATION, AS
LESSOR, AND PARK AND POPLAR LLC, AND THE CITY OF WESTFIELD
REDEVELOPMENT COMMISSION, AS CO-LESSEES, AND AUTHORIZING
CERTAIN MATTERS RELATED THERETO**

WHEREAS, the Westfield Park Street Building Corporation or such other corporation (the “Building Corporation”) has been, or is anticipated to be, incorporated as an Indiana nonprofit corporation operating pursuant to the provisions of I.C. § 23-17, in order to finance local public improvements, including the Project (as defined herein), for lease to the City of Westfield Redevelopment Commission (the “Commission”), as the governing body of the City of Westfield Redevelopment District (the “District”) which has been established within the City of Westfield, Indiana (the “City”); and

WHEREAS, in order to foster economic development in the City, the Commission and Park and Poplar LLC or an affiliate thereof (the “Developer”), have entered into, or reasonably anticipate entering into, a Project Agreement (the “Project Agreement”), which provides for the acquisition, construction, renovation and equipping of a parking garage containing approximately 523 parking spaces with public restrooms and a nursing station and other local public improvements to be constructed by the Developer in an area of the City generally described as being located south of Park Street along the Midland Trace Trail and Westfield Boulevard and west of Mill Street in the City (collectively, the “Project”); and

WHEREAS, the Project will support a new mixed-use development in the East Side Economic Development Area, including (a) approximately 240 luxury apartments totaling approximately 231,700 square feet; (b) approximately 56 for-rent residential brownstone units consisting of approximately 28 one-bedroom units and approximately 28 two-bedroom units and totaling approximately 52,650 square feet; (c) an amenity center for residential tenants containing approximately 4,650 square feet; (d) approximately 4,200 square feet of retail, restaurant, or other commercial space; (e) a separate retail and/or restaurant building containing approximately 5,000 square feet; (f) two three-story mixed-use buildings each containing approximately 10,000 square feet of retail, restaurant, or other commercial space and 20,000 square feet of class A office space; (g) the Project; (h) approximately 90 surface parking spaces; (i) streetscape improvements along Poplar Street, a trail around or near the perimeter of the project site, stormwater management and regional detention, golf cart parking, and other public amenities; and (j) related improvements; and

WHEREAS, to provide for the financing and construction of portions of the Project, the Commission has considered a proposed Garage Lease (the “Lease”), among the Corporation, as lessor, and the Commission and the Developer, as co-lessees, with respect to the acquisition, construction and leasing of certain real estate and a parking garage and related improvements to be constructed thereon; and

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

WHEREAS, after publishing notice of a public hearing in accordance with Indiana law, the Commission held a public hearing on December 15, 2025, regarding the Lease at which the Commission provided all interested parties the opportunity to be heard at such hearing; and

WHEREAS, pursuant to the terms of the Lease, the Commission intends to pay lease rental payments to the Building Corporation (the "Rental Payments") at a maximum annual rate of Two Million Dollars (\$2,000,000), which Rental Payments shall be payable in semi-annual installments, for a term no longer than twenty-five (25) years beginning on the later of the Closing Date (as defined in the Project Agreement) or the date the Bonds are issued by the City and ending on the date that is not later than twenty-five (25) years after the date the Bonds are issued; and

WHEREAS, on the date hereof, the Commission has received information on the value of the leased premises under the Lease; and

WHEREAS, the Commission desires to execute the Lease and authorize the publication, in accordance with Indiana Code 36-7-14-25.2, of a notice regarding the execution and approval of the Lease.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY OF WESTFIELD REDEVELOPMENT COMMISSION AS FOLLOWS:

1. The Commission hereby finds and determines that the terms of the Lease are based upon the value of the Leased Premises; that the Rental Payments to be paid by the Commission, pursuant to the terms of the Lease, at a maximum annual rate of Two Million Dollars (\$2,000,000), which Rental Payments shall be payable in semi-annual installments, for a term no longer than twenty-five (25) years beginning on the later of the Closing Date or the date the Bonds are issued by the City and ending on the date that is not later than twenty-five (25) years after the date the Bonds are issued, are fair and reasonable; and that the service to be provided throughout the term of the Lease will serve the public purpose of the City and is in the best interests of its residents.

2. The Commission reasonably expects to pay the Rental Payments during the term of the Lease from certain tax increment revenues derived from one or more allocation areas established within the District (including the Park and Poplar Allocation Area created within the East Side Economic Development Area) to be received by the Commission pursuant to Indiana Code 36-7-14, as amended, or other legally available revenues of the Commission, and the payment of the Rental Payments are secured solely by a back-up pledge of the revenues derived by the Commission from the levy of a special benefits tax pursuant to Indiana Code 36-7-14-27.

3. The President or Vice President and the Secretary of this Commission are hereby authorized and directed, on behalf of the City, and subject to obtaining approval from the Common Council of the City (the "Common Council") by the ordinance or resolution referred to in paragraph 4 hereof, to execute and deliver the Lease in substantially the form presented at this meeting with such changes in form or substance as the President or Vice President of this Commission shall approve, such approval to be conclusively evidenced by the execution thereof;

provided, however, the annual Rental Payments and term of the Lease shall not exceed the parameters set forth in paragraph 1 hereof.

4. The Secretary of the Commission is hereby directed to transmit to the Common Council a copy of this Resolution and to request that the Common Council adopt an ordinance or resolution approving the Lease, prior to the execution thereof.

5. The Commission hereby authorizes the publication, in accordance with Indiana Code 36-7-14-25.2, of a notice regarding the execution and approval of the Lease.

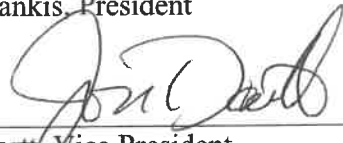
6. The President, Vice President and Secretary of this Commission, and each of them, is hereby authorized and directed to take any and all such further actions and to execute all such instruments, documents or certificates as may be necessary, desirable or appropriate to carry out the transactions contemplated by this Resolution, in such forms as the President, Vice President or Secretary executing the same shall deem proper, such desirability to be conclusively evidenced by the execution thereof, and any and all actions previously taken by any member of the Commission or representatives of the Commission in connection with the foregoing resolutions, including, but not limited to, publication of the notice of the public hearing held in connection with such resolutions, be, and hereby are, ratified and approved.

7. 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 December, 2025.



Joe Plankis, President



Jon Dartt, Vice President



Brian Tomamichel, Secretary

Abstain

Larry Kemper, Member



Steve Latour, Member

RESOLUTION NO. 53-2025
A RESOLUTION OF
THE CITY OF WESTFIELD REDEVELOPMENT COMMISSION
REGARDING AMENDMENT TO
AMENDED AND RESTATED DECLARATION FOR UNION SQUARE

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

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

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

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

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

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

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

WHEREAS, the Commission, the City, the Building Corporation, the Developer, and USMF Phase I entered into that certain that certain Amended and Restated Declaration (Union Square), dated as of September 9, 2025 (the “**Amended and Restated Declaration**”), which Amended and Restated Declaration has: (a) been recorded against the Real Estate; and (b) amended, restated, replaced, and superseded the Original Declaration in its entirety; and

WHEREAS, the Commission has determined that, subject to approval by the City and the Building Corporation, it is now in the best interests of the Commission to enter into an amendment to the Amended and Restated Declaration (the “**Amendment**”) with the City, the Building Corporation, the Developer, and USMF Phase I to permit USMF Phase I, as the owner of the Wrap Building Property, during any period in which USMF Phase I has elected to purchase, up to 300 monthly passes for the tenants and other occupants of the Wrap Building (the “**Wrap Building Occupants**”) to use the parking spaces in the Garage in common with the general public and other users of the Garage, in lieu of having a more limited number of reserved parking spaces at no charge as currently set forth in the Amended and Restated Declaration, to designate any number of such passes as “employee passes”, which employee passes would cost \$10.00 (as opposed to \$40.00 for existing passes under the Amended and Restated Declaration) per employee pass per month (subject to periodic increases similar to the potential increases under the Amended and Restated Declaration), but which employee passes would not permit overnight parking in the Garage, unlike the existing passes under the Amended and Restated Declaration, as authorized by Indiana Code 36-7-14-12.2 and other applicable law.


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

1. The foregoing Recitals are fully incorporated herein by this reference.
2. The Commission, subject to approval by the City and the Building Corporation, will execute and deliver the Amendment, which Amendment 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 Amendment.
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

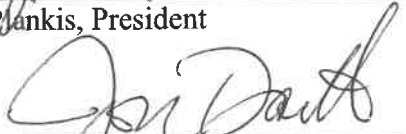
deliver any or all of the agreements, instruments, certificates, and other documents contemplated by this Resolution to be executed and delivered by the Commission. The President, Executive Director, Vice President, and/or Secretary are further authorized take all other lawful actions necessary in connection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

Adopted this 15th day of December, 2025.

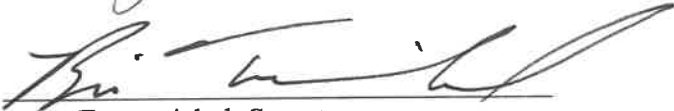
**CITY OF WESTFIELD
REDEVELOPMENT COMMISSION**



Joe Plankis, President



Jon Dartt, Vice President



Brian Tomamichel, Secretary

Abstain

Larry Kemper, Member



Steve Latour, Member

RESOLUTION NO. 54-2025
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, John Lanza; Peter LaBarbara; James M. Casale and Denise Casale, Trustees of the Casale Family Trust UDT 3/4/2015; and James A. Marsh own certain real estate commonly known as 18160 Market Court in Westfield, Indiana (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 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 \$4,400,000.00 for the acquisition of the Real Estate for the ultimate purpose of constructing, rehabilitating, and/or repairing the same and/or the constructing, rehabilitating, and/or repairing the Real Estate and/or other commercial property within the district owned by DWCDC, as authorized by Indiana Code 36-7-14-12.2 and other applicable law.

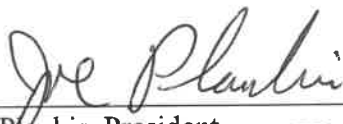
NOW, THEREFORE, BE IT HEREBY RESOLVED by the Commission that:

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

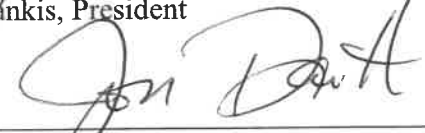
2. The Commission will execute and deliver the Grant Agreement, which Grant Agreement shall include such other terms, and be otherwise in a form, approved by, and satisfactory to, the President and Executive Director of the Commission, which approval and satisfaction shall be conclusively evidenced by 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 15th day of December, 2025.


**CITY OF WESTFIELD
REDEVELOPMENT COMMISSION**



Joe Plankis, President



Jon Dartt, Vice President



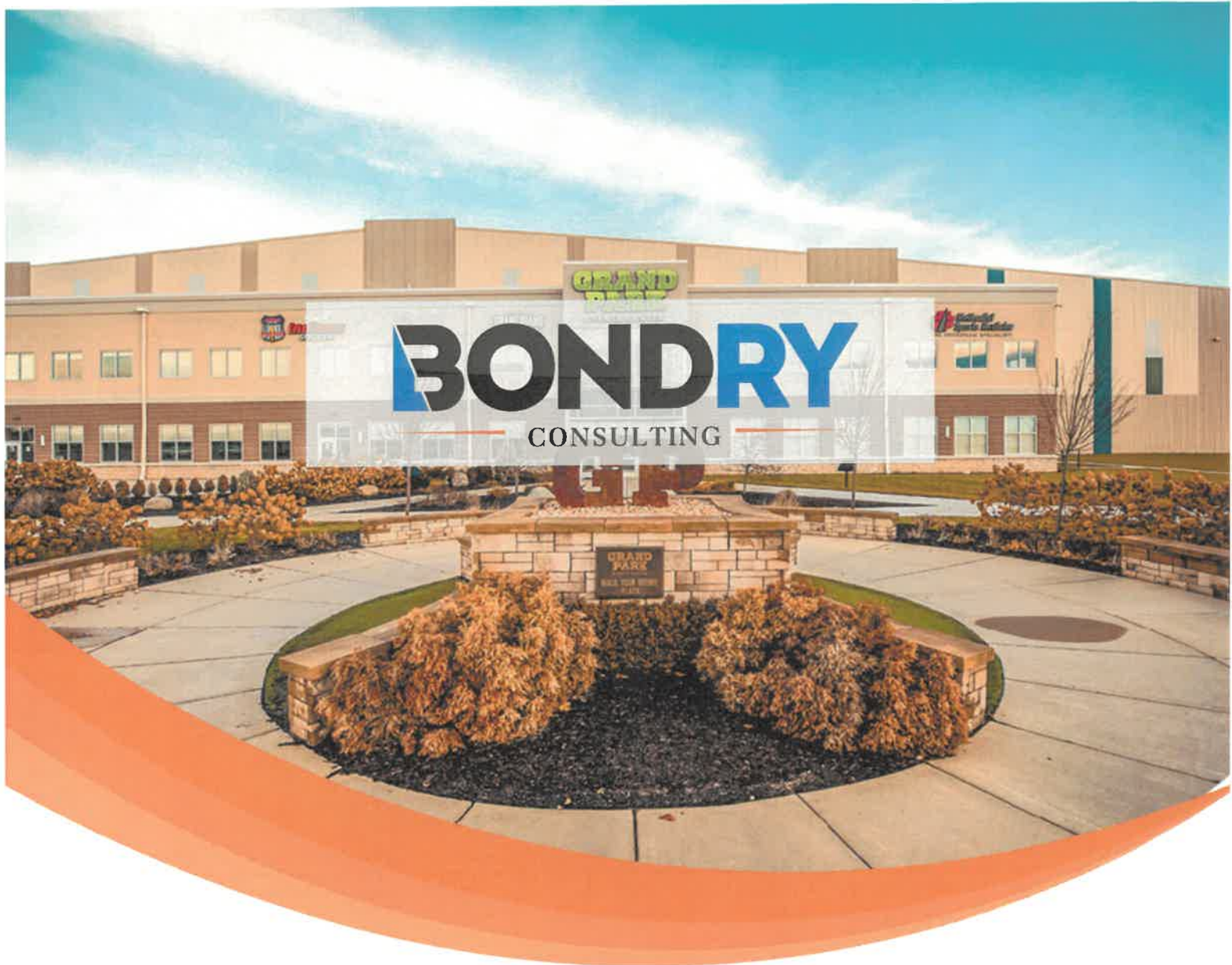
Brian Tomamichel, Secretary



Larry Kemper, Member




Steve Latour, Member



BOND DRY
CONSULTING

CITY OF WESTFIELD REDEVELOPMENT COMMISSION





**BONDY MANAGEMENT
CONSULTANTS, LLC IS A
SEC AND MSRB
REGISTERED MUNICIPAL
ADVISORY AND
MANAGEMENT
CONSULTING FIRM
HEADQUARTERED IN
CARMEL, INDIANA**



Jenell Fairman - Director of Economic Development
City of Westfield Redevelopment Commission
2728 E 171st St.
Westfield, IN 46074

RE: Bondry Proposal for Financial Advisory Services

Dear Mrs. Fairman and Redevelopment Commissioners:

Founded in 2018, Bondry Management Consultants, LLC ("Bondry") has established itself as a leader in the municipal finance industry and is committed to serving as trusted partners to our clients. Bondry is also a certified minority- and veteran-owned business enterprise and is currently Indiana's only municipal advisory firm with these designations.

Bondry is dedicated to making a positive impact in the communities we serve, and we uphold the highest standards of integrity, transparency, and accountability with every engagement. We strive to deliver expert financial guidance and modern solutions that support thriving communities, fiscal responsibility, and the long-term well-being of our clients and their constituents.

Bondry collaborates closely with our clients through a more hands-on approach and personalized services. Our team is comprised of professionals with extensive backgrounds in public finance who understand the complex issues that cities, towns, and counties face today.

Thank you for considering this partnership. We look forward to this collaboration and the continued growth of the City of Westfield. Please feel free to contact us directly to schedule a meeting or if you have any further questions.

Bondry Management Consultants, LLC

Bondry Management Consultants, LLC

ELEVATED EXPERTISE.

BONDRY CONSULTING

PASSION.
EXPERIENCE.
DILIGENCE.

Bond Mastery For The Common Good

Bondry is dedicated to making a positive impact in the communities we serve, and we uphold the highest standards of integrity, transparency, and accountability with every engagement. We strive to deliver expert financial guidance and modern solutions that support thriving communities, fiscal responsibility, and the long-term well-being of our clients and their constituents.

Founded in 2018, Bondry Management Consultants, LLC has quickly established itself as a leader in the municipal finance industry, committed to being a trusted partner to our clients. As a certified minority- and veteran-owned business enterprise, we're proud to be Indiana's only municipal advisory firm with these distinctive designations.

- Duty of Care,
- Duty of Loyalty,
- Duty of Prudence,
- Duty of Good Faith,
- Duty of Confidentiality, and
- Duty of Disclosure



CERTIFICATIONS AND REGISTRATIONS

- Certified as a Minority Business Enterprise (MBE)
Indiana • Illinois • Kentucky
- Certified as a Veteran Business Enterprise (VBE)
- Certified as a Service-Disabled Veteran Owned Small Business (SDVOSB)
- Certified as a Disadvantage Business Enterprise (DBE)
- Certified as a Airport Concession Disadvantage Business Enterprise (ACDBE)
- Registered with the Security Exchange Commission (SEC)
- Municipal Securities Rulemaking Board (MSRB) as an independent municipal financial advisor
- Registered as Municipal Advisor Series 50
- Registered as Municipal Advisor Series 54
- Certified as DoD Financial Management (FM) Level 3
- Registered with the Secretary of State in Indiana



AN INTRODUCTION TO THE BONDRY TEAM



OSCAR GUTIERREZ PRINCIPAL

As the Founder and Principal of Bondry Management Consulting, Oscar Gutierrez brings with him over a decade of public finance insight and value to his clients. Oscar was formerly the Senior Director of Facility Strategy and Financing for The Mind Trust and Adjunct Associate Faculty at Indiana University Purdue University Indianapolis, School of Public and Environmental Affairs. He previously served as the City of Fishers' first Controller where he oversaw its Town-to-City financial transition and earned Fishers the unique distinction of operating as the only Indiana city with a 'AAA' credit rating from Standard and Poor's.

Before his time at Fishers, Oscar held the same position for the City of Lawrence, where he increased cash reserves by 200 percent and helped upgrade the City's credit rating.

Prior to his experience in municipal government Oscar worked in various financial management capacities at the Department of Defense, for which he was awarded the Joint Service Commendation Medal and Joint Service Achievement Medal. He served in the United States Air Force for four years where he received his BA in Economics (via the GI Bill) through Thomas Edison State College in New Jersey. He continues to serve as a Senior Non-Commissioned Officer and active reservist in the Army Reserves, a Military Finance Instructor for the US Army, and is a US Air Force Veteran.

Oscar serves on the board of Monarca Academy, the Indiana Latino Institute, Bosma Enterprises, and the Indiana Urban Land Institute. He was formerly a trustee for the Indianapolis Marion County Public Library, where he helped develop the library's 2015-2020 strategic plan, and the commissioner for the Indiana War Memorials. He has been recognized as Indianapolis Business Journal's "40 under 40", as well as Indy's Best and Brightest winner in the field of Government by Junior Achievement of Central Indiana. |

CERTIFICATIONS

FINRA SERIES 50

FINRA SERIES 54

Registered as Municipal Advisor with the Securities and Exchange Commission

Registered as Municipal Advisor with the Municipal Securities Rulemaking Board

DoD Financial Management (FM) Certification Level 3

EDUCATION

Thomas Edison State College, New Jersey

AN INTRODUCTION TO THE BONDY TEAM



ALEX STANLEY
VICE PRESIDENT

Alex Stanley joined Bondry Management Consultants in January 2023. In his current role, he assists various types of municipal entities achieve their financial goals, including issuing bonds, assessing economic development and tax increment financing opportunities, and managing tax rates. Previously, he spent more than six years working with municipalities across Indiana as a consultant and senior consultant for H.J. Umbaugh & Associates/Baker Tilly with a focus in economic development and tax increment financing. It was in this role that Alex first met Oscar, who was the Controller for the City of Fishers at the time.

During his time with Umbaugh/Baker Tilly, Alex stepped away for 4 years to open the first franchise location of a local brewery/restaurant, Books & Brews Carmel, before returning to municipal finance.

Alex earned a Bachelor of Arts in Accounting from Franklin College and is also a Certified Public Accountant.

In addition to his role at Bondry, Alex and his wife, Lori, enjoy finding new breweries, wineries, and distilleries, traveling the country to visit MLB stadiums (Alex has been to all 30 stadiums and Lori has been to 19), and spending time with their 3 dogs (Luna, Loki, and Max) and 2 cats (Nala and Bryzzo). When living in Indiana, Alex was a volunteer for Northern Lights Sled Dog Rescue, a husky/malamute rescue that he and Lori fostered 30+ dogs for and adopted all of their dogs from. Alex and Lori moved to Phoenix, Arizona in May 2023 where they quickly got involved with AZ Husky Rescue as volunteers and fosters.

CERTIFICATIONS

FINRA Series 50 (Municipal Advisor Representative)
FINRA Series 54 (Municipal Advisor Principal)
Certified Public Accountant, State of Indiana

EDUCATION

Franklin College, Indiana

AN INTRODUCTION TO THE BONDY TEAM



JAKE ORNDORFF
PROJECT MANAGER

Jake Orndorff joined Bondry Management Consultants in January 2024. In his role, he is responsible for assisting municipalities with economic development and project finance which includes issuing bonds, creating and managing tax increment allocation areas, negotiating developer incentives, managing tax rates, financial reporting, and budget development. He has extensive experience using diverse revenue sources to develop the capital stack of large-scale projects in Indiana and across the midwest.

He has also served clients in structuring and refinancing debt, real estate development, solar farm incentives, property tax abatements, and the American Rescue Plan Act (ARPA). Through these engagements, he has participated in securing over \$700 million in funding for his client's development initiatives.

Jake earned a bachelor's degree in Public Financial Management from Indiana University and is a Series 50 registered Municipal Advisor Representative.

Jake is most proud of his roles as a father and husband. He and his wife, Emily, have one son and a dog (River) and enjoy traveling, hiking, finding new restaurants and coffee shops, and frequenting local distilleries.

Jake is a hoosier native, but currently resides in the greater Cincinnati area near extended family.

CERTIFICATIONS

FINRA SERIES 50 (Municipal Advisor Representative)




























EDUCATION

Indiana University,
Bloomington, Indiana

RECENT TRANSACTIONS

These recent bond financing tombstones (see below) are examples of financial transactions by Bondry (participation as a consultant or municipal advisor) that resulted in the successful financing of several Indiana municipal and school facilities.

In each of these financing transactions, Bondry played a crucial role in compiling, analyzing, projecting, and accurately portraying each entity's financial, operating, and strategic data to prospective bond investors. Bondry's quality work on these project financings came not only from their effective communications with others involved in the transactions, but also from the firm's general municipal market knowledge and ability to pull data from a wide range of raw information sources.

 <p>\$16,265,000 Fort Harrison Reuse Authority, Indiana Tax Increment Revenue Bonds, Series 2024</p>	 <p>\$7,030,000 Fort Harrison Reuse Authority, Indiana Tax Increment Revenue Bonds, Series 2024B</p>	 <p>\$20,145,000 City of Westfield, Indiana Redevelopment Authority Lease Rental Revenue Bonds, Series 2024</p>	 <p>\$102,500,000 Hamilton County Public Building Corporation, Indiana Lease Rental Revenue Bonds, Series 2024</p>	 <p>\$7,000,000 City of Lawrence, Indiana General Obligation Bonds, Series 2024</p>	 <p>\$1,765,000 Fort Harrison Reuse Authority, Indiana Tax Increment Revenue Bonds, Series 2024A</p>	 <p>\$8,500,000 Ohio Township, Warrick County, Indiana General Obligation Bonds, Series 2023</p>
 <p>\$1,640,000 City of Danville, Indiana General Obligation Bonds, Series 2023</p>	 <p>\$5,125,000 Hamilton County General Obligation Bonds, Series 2023</p>	 <p>\$12,000,000 Hamilton County Redevelopment District Bond Anticipation Notes, Series 2023</p>	 <p>\$3,405,000 Warrick County Solid Waste Management District, Indiana Solid Waste Management District Bonds, Series 2023</p>	 <p>\$570,000 Mill Township, Grant County, Indiana General Obligation Bonds, Series 2023</p>	 <p>\$4,526,193.18 Matchbook Learning CDFI Loan 2023</p>	 <p>\$28,420,000 Hamilton County County Bridge Improvement Bonds, Series 2023</p>
 <p>\$35,465,000 City of Mishawaka Lease Rental Revenue Bonds Series 2023 A - B</p>	 <p>\$5,650,000 Hamilton County General Obligation Bonds Series 2022B</p>	 <p>\$19,675,000 Hamilton County General Obligation Bonds Series 2022A</p>	 <p>\$2,660,000 Manchester Community Schools General Obligation Bonds 2022</p>	 <p>\$3,730,000 City of Rushville Waterworks Revenue Bond Series 2022</p>	 <p>\$3,830,000 City of Rushville Sewage Works Revenue Bond Series 2022</p>	 <p>\$16,720,000 Hamilton County County Bridge Improvement Bonds Series 2022 Limited Ad Valorem Tax Levy</p>
 <p>\$8,500,000 Wells County Lease Rental Revenue Bonds Series 2022</p>	 <p>\$30,150,000 Knox County Lease Rental Revenue Bonds Series 2022</p>	 <p>\$3,750,000 Kountry Kitchen First Mortgage Loans Renew Loans 2022</p>	 <p>\$42,635,000 City of Lebanon Lease Rental Revenue Bonds Series 2022 A - B</p>	 <p>\$5,633,263 Polk Stables 504 SBA 2022</p>	 <p>\$2,780,000 Warrick County Solid Waste Management District Solid Waste District Refunding Bonds Series 2022</p>	 <p>\$11,500,000 Manchester Community Schools Ad Valorem Property Tax First Mortgage Bonds Series 2022</p>



APPENDIX A: ENGAGEMENT LETTER

Jenell Fairman - Director of Economic Development
City of Westfield Redevelopment Commission
2728 E 171st St.
Westfield, IN 46074

RE: Bondry Proposal for Financial Advisory Services

Dear Mrs. Fairman and Redevelopment Commissioners:

Bondry Management Consultants, LLC ("Municipal Advisor" or "Bondry") is pleased to confirm our engagement to provide general municipal advisory services for the City of Westfield Redevelopment Commission (the "Client"). The Scope of Work on the following pages details the terms and conditions under which we will provide our services.

Please confirm your agreement with the terms outlined in this proposal by signing and returning an executed copy. If you have any questions or require further clarification on the Scope of Work, please do not hesitate to contact a team member.

Upon your acceptance, this engagement letter (the "Agreement") will serve as our mutual contract with respect to the terms and conditions of our engagement as your municipal advisor, effective on the date this Agreement is executed by Client (the "Effective Date").

Bondry looks forward to working with you and contributing to the success of the City of Westfield. Thank you for the opportunity to serve you and your constituents.

Bondry Management Consultants, LLC

Bondry Management Consultants, LLC

SCOPE OF WORK I

This Scope of Work I: Municipal Advisory Services (“SOW I”) is entered into as of the executed date of this agreement (the “Effective Date”) by and between Bondry Management Consultants (“BONDRY”) and the City of Westfield Redevelopment Commission (“Client”) in conjunction with the Master Services Agreement between BONDRY and the City of Westfield Redevelopment Commission executed on the same date as this agreement (the “MSA”).

Section I **Purpose**

The parties agree that the purpose of this SOW I shall be to for Bondry to assist with bond planning and Implementation required by statute for the City of Westfield Redevelopment Commission and associated entities. In entering into this SOW I, the parties acknowledge and affirm the value and sufficiency of the terms, conditions, promises and consideration exchanged herein.

Section II **Activities & Scope**

The work to be performed under this SOW I shall consist of the activities described below with respect to Client’s future issuance(s) (the “Issue(s)”). The service performed under this SOW I shall also include activities described below with respect to municipal financial products (as specified below) entered into by Client or in effect during the term of the MSA (the “Product”). In addition, and solely for the purposes and scope of this SOW, BONDRY is designated as Client’s independent registered municipal advisor (“IRMA”) for purposes of SEC Rule 15Ba1-1(d)(3)(vi) (the “IRMA exemption”) with respect to the aspects of the Issue or Product(s) described in this SOW I.

For the sake of clarity, references to “advice” or “advising” in this SOW I do not refer to legal advice generally or legal advice regarding the tax treatment of the proposed issue and should not be relied upon as such. BONDRY is not a law firm.

In carrying out the engagement described in this SOW I, BONDRY may, as directed by client, undertake some or all the following activities for or on behalf of Client with respect to the Issue(s) or Product(s) that are the focus of the SOW I:

1. **Strategic Management:** Provide strategic recommendations and guidance on financial management, planning, risk mitigation, and ongoing course adjustments.
2. **RDC Bond Issuances and Refinancings:** Support bond issuance and refinancing efforts, including evaluation, market consultation, structure and timing planning, document preparation, and advisory on sale methods.
3. **RDC Reporting and Feasibility:** Provide required RDC reporting, feasibility reports, compliance documentation, and ad hoc reports as needed. Details of the fee structure for these services can be found on the compensation page.
4. **Additional Ad-Hoc Tasks:** Perform other tasks as requested by the Client.
5. **Abatement Analysis:**
 - a. **Type A**
 - i. All initial abatement analyses for abatements under consideration that have not yet been approved
 - ii. Analysis will identify abatement savings to the company and property tax loss to City
 - iii. Meets the following criteria:
 - I. 1 legal entity
 - II. investment that all comes on line in the same year
 - III. 100% of investment AV is eligible for abatement
 - b. **Type B**
 - i. Any compliance analysis where:
 - I. More than 1 legal entity under same company (these would all be billed individually)
 - II. More than 1 investment "phase"
 - III. Investment comes online in multiple years
 - IV. More than 1 abatement (e.g., each "phase" of investment has its own abatement schedule)
 - V. Not all investment AV is eligible for abatement, so we have to track both abatement eligible and non-abatement eligible AV
 - VI. More than 1 Form 103-Long/ER

Compensation

1. Scope A: Strategic Management

- a. Compensation for Scope A is included as part of our ongoing work detailed below.

2. Scope B: RDC Bond Issuances and Refinancings

- a. All bond series under Scope B are subject to a flat fee of \$60,000, unless a different fee is mutually agreed upon by both parties.

3. Scope C: RDC Reporting and Feasibility

- a. DLGF Annual Reporting
 - I. April 15th Report/TIF Neutralizations/December 1st Spending Plan/Annual Report: \$1,500 per allocation area
 - II. Pass-through letters: \$1,000 per letter
- b. TIF/Economic Development Feasibility
 - i. Initial report: \$5,000 (includes two revisions)
 - ii. Subsequent reports (includes two revisions): \$5,000
- c. Abatement Analysis
 - i. Type A: \$1,500
 - ii. Type B: \$2,000
- d. Abatement Compliance
 - i. After abatement approval: \$2,000 per year
- e. Tax Impact Statement for Creation/Amendment of Allocation Area
 - i. \$5,000
- f. Bond Reports
 - i. Consulting Report: \$5,000
 - ii. Parity Report: \$5,000
 - iii. Lease Sufficiency Report: \$3,000

4. Scope D: Additional Ad-Hoc Tasks

- a. Compensation for special projects and additional ad-hoc tasks will be negotiated based on the specific project requirements.
5. By signing this agreement, Client agrees that Bondry is to prepare the four (4) annual Redevelopment Commission reports required by the Indiana Department of Local Government Finance listed in 3(a)(i) above. To the extent Client wishes to prepare their own report, Client agrees to notify Bondry in writing no less than sixty (60) days prior to the statutory reporting deadline. For the avoidance of doubt, those reporting deadlines are as follows:
 - a. April 15th Report: 4/15/2026
 - b. TIF Neutralization: 8/1/2026
 - c. Spending Plan: 12/1/2026
 - d. Annual Report: As agreed in writing between Client and Bondry



MASTER SERVICE AGREEMENT

This Master Service Agreement ("MSA") is entered into by and between Bondry Management Consultants LLC, a SEC/MSRB-registered BONDRY with its principal office at 35 E. Main Street, Suite 200, Carmel, Indiana 46032 (hereafter "BONDRY") and the City of Westfield Redevelopment Commission on (the "Effective Date").

This Master Service Agreement and any/all attendant Scopes of Work ("SOWs") entered into between the Parties shall constitute the entirety of the Agreement between the Parties.

Section I **Scope of Services**

- 1.1 **Services to be Provided:** Pursuant to this MSA, BONDRY is engaged by Client as its municipal advisor to provide services with respect to certain municipal advisory and the issuance of municipal securities ("Issues") or municipal financial products ("Products"). Specific services within this scope shall be detailed and agreed to by the Parties in attendant Scopes of Work ("SOWs"). All SOWs shall be governed by this MSA.
- 1.2 **Limitations on Scope of Services:** The Scope of Services is subject to the following limitations:
 - 1.2.1 BONDRY's Scope of Services is limited solely to the services described in this MSA and any/all attendant SOWs entered into between the Parties.
 - 1.2.2 If Client has designated BONDRY as its independent registered municipal advisor ("IRMA") for purposes of SEC Rule 15Ba1-1(d)(3)(vi) (the "IRMA Exemption") with respect to the activities described in the Scope of Services, the Scope of Services as they relate to such designation shall be subject to any limitations with respect to BONDRY's activities as IRMA as may be provided in the Scope of Services described herein. BONDRY is not responsible for verifying that it is independent (within the meaning of the IRMA Exemption as interpreted by the SEC) from another party wishing to rely on the exemption from the definition of BONDRY afforded under the IRMA Exemption. Any reference to BONDRY, its personnel and its role as IRMA in the written representation of Client contemplated under SEC Rule 15Ba1-1(d)(3)(vi)(B) is subject to prior approval by BONDRY, and Client agrees not to represent, publicly or to any specific person, that BONDRY is Client's IRMA with respect to any aspect of municipal financial products or the issuance of municipal securities, or with respect to any specific municipal financial product or any specific issuance of municipal securities, outside the Scope of Services without BONDRY's prior written consent.

- 1.3 Amendment to Scope of Services: This MSA and and/all attendant SOWs may be changed only by written amendment signed by both parties.

Section 2

BONDRY's Regulatory Duties & Client's Cooperation

- 2.1 **Reasonable Inquiry:** MSRB Rule G-42 requires that BONDRY make a reasonable inquiry as to the facts that are relevant to Client's determination whether to proceed with a course of action or that form the basis for any advice provided by BONDRY to Client. The rule also requires that BONDRY undertake a reasonable investigation to determine that it is not basing any recommendation on materially inaccurate or incomplete information. BONDRY is also required under the rule to use reasonable diligence to know the essential facts about Client and the authority of each person acting on Client's behalf.
- 2.2 **Client Cooperation:** Client agrees to cooperate, and to cause its agents to cooperate, with BONDRY in carrying out these regulatory duties, including providing to BONDRY accurate and complete information and reasonable access to relevant documents, other information and personnel needed to fulfill such duties. In addition, Client agrees that, to the extent Client seeks to have BONDRY provide advice regarding any recommendation made by a third party, Client will provide to BONDRY written direction to do so as well as any information it has received from such third party relating to its recommendation.
- 2.3 **Required Disclosures:** MSRB Rule G-42 requires that BONDRY provide the Client with disclosures of material conflicts of interest and of information regarding certain legal events and disciplinary history. Such disclosures are provided in the Municipal Advisor's Disclosure Statement contained in Annex A of Agreement.

Section 3

Term of this Engagement

- 3.1 **Term:** The Term of this MSA begins on the Effective Date and shall continue until terminated as provided below. The MSA may only be renewed for successive one-year terms upon the written approval of both parties. Timelines and completion dates for specific work/projects shall be provided in attendant SOWs.
- 3.2 **Termination:** This MSA and/or any attendant SOW may be terminated with or without cause by either party upon the giving of at least thirty (30) days' prior written notice to the other party of

its intention to terminate, specifying in such notice the effective date of such termination.

- 3.3 Effect of Termination: If the MSA and/or any attendant SOW is terminated by Client without cause BONDRY shall be entitled to a pro-rata share of fees commensurate with work performed on any/all SOWs from the commencement of the SOW until termination.

Section 4 **Compensation**

- 4.1 Fees and expenses: Fees will be outlined in section three of the statement of work. Expenses incurred by BONDRY in connection with any services provided here under shall be reimbursed, as set forth in attendant SOWs.
- 4.2 Payment Terms: Payment terms on all invoices issued by BONDRY to Client shall be due net forty-five(45) days from the date upon which the invoice is issued.

Section 5 **General Provisions**

- 5.1 Limitation of Liability: In the absence of willful misconduct, bad faith, gross negligence, or reckless disregard of obligations or duties hereunder on the part of BONDRY or any of its associated persons, BONDRY and its associated persons shall have no liability to Client for any act or omission in the course of, or in connection with, rendering services hereunder. This includes any error of judgment, mistake of law, or any loss arising out of any issuance of municipal securities, any municipal financial product, or any other investment. No recourse shall be had against BONDRY or its associated persons for loss, damage, liability, cost, or expense of Client unless such loss arises from willful misconduct, bad faith, gross negligence, or reckless disregard of obligations or duties.

Notwithstanding the foregoing, nothing in this paragraph shall constitute a waiver by Client of any of its legal rights under applicable U.S. federal securities laws or any other laws whose applicability cannot be contractually waived, nor shall it diminish Municipal Advisor's fiduciary duty under Section 15B(c)(1) of the Securities Exchange Act of 1934, as amended, and related rules.

Bondy shall maintain professional liability insurance coverage sufficient to cover any claims arising from the services rendered under this Agreement, including but not limited to claims involving willful misconduct, bad faith, gross negligence, or reckless disregard of obligations. Proof of insurance coverage shall be provided to Client upon request.

- 5.2 Client Responsibilities: The Client is responsible for management decisions and functions, and for designating an individual with suitable skill, knowledge, or experience to oversee the services provided by Municipal Advisor. The Client is responsible for evaluating adequacy and results of the services performed and accepting responsibility for such services. The Client is responsible for establishing and maintaining internal controls, including monitoring ongoing activities.
- 5.3 Use of Client's Name and Logo: Client agrees to allow Bondry to use Client's name and logo for the purpose of displaying information on recent transactions and clients to third parties in marketing, sales, financial, and public relations materials and other communications solely to identify Customer as a BONDRIY customer.
- 5.4 Waiver of Jury Trial: EACH PARTY AGREES TO WAIVE ANY RIGHT TO A TRIAL BY JURY WITH RESPECT TO ANY CLAIM, COUNTERCLAIM, OR ACTION ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THE RELATIONSHIP BETWEEN THE PARTIES. PARTIES AGREE TO WAIVE CONSEQUENTIAL AND PUNATIVE DAMAGES.
- 5.5 Choice of Law: This MSA and all attendant SOWs shall be construed and governed in accordance with the laws of the State of Indiana. The appropriate venue shall be courts in Hamilton County, Indiana.
- 5.6 Binding Effect; Assignment: This MSA and all attendant SOWs shall be binding upon and inure to the benefit of Client and BONDRIY, their respective successors and permitted assigns; provided however, neither party may assign or transfer any of its rights or obligations hereunder without the prior written consent of the other party.
- 5.7 Entire Agreement: This MSA, including all attendant SOWs, contains the entire agreement between the parties relating to the rights herein granted and obligations herein assumed. This MSA may not be amended, supplemented, or modified except by means of a written instrument executed by both parties.
- 5.8 Severability: If any provision of this MSA or any attendant SOW is, or is deemed to be, invalid, inoperative, or unenforceable as applied in any particular case in any jurisdiction or jurisdictions because it conflicts with any provisions of any constitution, statute, rule, or public policy, or for any other reason, such circumstances shall not make the provision in question invalid, inoperative, or unenforceable in any other case or circumstance, or make any other provision or provisions of this MSA invalid, inoperative, or unenforceable to any extent whatever.

- 5.9 **No Third-Party Beneficiary:** This MSA and all attendant SOWs are made solely for the benefit of the parties and their respective successors and permitted assigns. Nothing in this Agreement, express or implied, is intended to confer on any person, other than the parties and their respective successors and permitted assigns, any rights, remedies, obligations, or liabilities under or by reason of this MSA.
- 5.10 **Confidentiality:** The Parties acknowledge and confirm that any oral or written information exchanged among them with respect to this MSA and/or any SOWs constitutes confidential information. The Parties shall maintain the confidentiality of all such information. Without the prior written consent of the Party who had provided such information, none of the Parties shall disclose any confidential information to any third party, except in the following circumstances: (a) such information is or comes into the public domain (through no fault or disclosure by the receiving party); (b) information disclosed as required by applicable laws or rules or regulations including but not limited to Indiana's Access to Public Records Act; or (c) "information required to be disclosed by any Party to its employees, vendors, service providers, etc. to allow Parties to perform its duties under this MSA. Disclosure of any confidential information by the staff or employee of any Party shall be deemed as disclosure of such confidential information by such Party, for which the Party shall be held liable for breach of this Agreement. This Article shall survive the termination of this Agreement for any reason.
- 5.11 **Mutual Indemnification:** BONDRY shall defend, indemnify, and hold harmless Client and each and every past, present, and future official, representative, subsidiary, parent, division, affiliate, officer, director, employee, attorney, predecessor, and successor thereof, both individually and in their representative capacities from and against all third party claims, demands, litigation and losses arising out of or concerning (1) the failure of BONDRY to observe and perform any of its obligations under this MSA and any attendant SOWs and/or (2) any intentional or negligent act or omission by BONDRY. Client shall defend, indemnify, and hold harmless BONDRY and each and every past, present, and future official, representative, subsidiary, parent, division, affiliate, officer, director, employee, attorney, predecessor, and successor thereof, both individually and in their representative capacities from and against all third party claims, demands, litigation and losses arising out of or concerning (1) the failure of Client to observe and perform any of its obligations under this MSA and any attendant sows and/or (2) any intentional or negligent act or omission by Client. 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 defend, indemnify, 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.

- 5.12 Compliance: Bondry will perform its obligations under this Agreement in accordance with all applicable laws and regulations, and will obtain, maintain, and comply with the requirements of all registrations, licenses, consents, and filings with any party or any public authority required in connection with Contractor's operations or the execution and performance of this Agreement.
- 5.13 Agency Not Intended: BONDRY has no power or right to incur any liability or obligation in the name of Client and has no power or right to bind Client to any contracts or agreements. BONDRY may not represent the contrary, either expressly or implicitly, to anyone.
- 5.14 BONDRY agrees that it, and its subcontractors, will not discriminate against any employee or applicant for employment to be employed in the performance of this MSA or any attendant SOW, 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 the MSA or any attendant SOW's
- 5.15 Pursuant to Ind. Code§ 22-5-1.7-11, BONDRY, by entering into this MSA with the Client, is required to enroll in and verify the work eligibility status of all of its newly hired employees through the E-Verify program. BONDRY 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. By executing this MSA, BONDRY affirms that it does not knowingly employ an unauthorized alien.

- 5.16 Non-Exclusivity: Client also acknowledges that BONDRY provides services to other clients. BONDRY may give advice or take action with other clients that differs from the action taken or advice given to Client
- 5.17 Authority: The undersigned represents and warrants that (s)he has full legal authority to execute this Agreement on behalf of Client. The following individuals have the authority to direct BONDRY's performance of its activities under this MSA and all attendant SOWs:
- Joe Plankis- Board President
Jenell Fairman - Director of Economic Development
RDC Board Members
- 5.18 Counterparts: This Agreement may be executed in counterparts, each of which shall be an original, but which taken together, shall constitute one and the same instrument.

On behalf of Bondry Management Consultants

On behalf of the City of Westfield Redevelopment Commission:



Oscar Gutierrez, President



JOSEPH PLANKIS, PRESIDENT

December 9, 2025

Date

12/15/25

Date

ANNEX A: MUNICIPAL ADVISOR DISCLOSURE STATEMENT

This Disclosure Statement provides information regarding conflicts of interest and legal or disciplinary events of Municipal Advisor required to be disclosed to Client pursuant to MSRB Rule G-42(b) and (c)(ii).

PART A – Disclosures of Conflicts of Interest

MSRB Rule G-42 requires that municipal advisors provide to their clients' disclosures relating to any actual or potential material conflicts of interest, including certain categories of potential conflicts of interest identified in Rule G-42, if applicable. If no such material conflicts of interest are known to exist based on the exercise of reasonable diligence by the municipal advisor, municipal advisors are required to provide a written statement to that effect.

General Mitigations & Fiduciary Duty: As general mitigations of BONDRY's conflicts, with respect to all the conflicts disclosed below, BONDRY mitigates such conflicts through its adherence to its fiduciary duty to Client, which includes a duty of loyalty to Client in performing all municipal advisory activities for Client. This duty of loyalty obligates BONDRY to deal honestly and with the utmost good faith with Client and to act in Client's best interests without regard to BONDRY's financial or other interests. In addition, because BONDRY is a municipal advisor with significant capital due to the nature of its overall business, the success and profitability of BONDRY is not dependent on maximizing short-term revenue generated from individualized recommendations to its clients but instead is dependent on long-term profitability built on a foundation of integrity, quality of service and strict adherence to its fiduciary duty. Furthermore, BONDRY's municipal advisory supervisory structure, leveraging our long-standing and comprehensive supervisory processes and practices, provides strong safeguards against individual representatives of BONDRY potentially departing from their regulatory duties due to personal interests. The disclosures below describe, as applicable, any additional mitigations that may be relevant with respect to any specific conflict disclosed below.

- I. Compensation-Based Conflicts.** The fees due under this MSA and any attendant SOWs may be based on the size of the Issue and the payment of such fees shall be contingent upon the delivery of the Issue. While this form of compensation is customary in the municipal securities market, this may present a conflict because it could create an incentive for BONDRY to recommend unnecessary financings or financings that are disadvantageous to Client, or to advise Client to increase the size of the issue. This conflict of interest is mitigated by the general mitigations described above.
- II. Other Municipal Advisor Relationships.** BONDRY serves a wide variety of clients that may, from time to time, have interests that could have a direct or indirect impact on the interests of Client. For example, BONDRY serves as municipal advisor to other municipal advisory clients and, in such cases, owes a regulatory duty to such other clients just as it does to Client

under this Agreement. These other clients may, from time to time and depending on the specific circumstances, have competing interests, such as accessing the new issue market with the most advantageous timing and with limited competition at the time of the offering. In acting in the interests of its various clients, BONDRIY could potentially face a conflict of interest arising from these competing client interests.

III. Other Services. In addition to serving as a municipal adviser, BONDRIY also offers press release services and economic development services through an affiliate. Clients who engage BONDRIY for municipal advisory services may, but are not required, to engage our affiliate for these additional services. Having an affiliate that performs services to municipal advisers, including some of BONDRIY's clients, creates a conflict of interest, particularly since BONDRIY's employees also perform services for the affiliate.

PART B – Disclosures of Information Regarding Legal Events and Disciplinary History

MSRB Rule G-42 requires that municipal advisors provide to their clients' certain disclosures of legal or disciplinary events material to its client's evaluation of the municipal advisor or the integrity of the municipal advisor's management or advisory personnel.

To the extent that any disciplinary action exists against BONDRIY as a Municipal Advisor, or its employees, it would be reported to the SEC on Form MA or MA-1. Those forms are available at <http://www.sec.gov>

PART C – Future Supplemental Disclosures

As required by MSRB Rule G-42, this Disclosure Statement may be supplemented or amended, from time to time as needed, to reflect changed circumstances resulting in new conflicts of interest or changes in the conflicts of interest described above, or to provide updated information regarding any legal or disciplinary events of Municipal Advisor. Municipal Advisor will provide Client with any such supplement or amendment as it becomes available throughout the term of the Agreement.

Create A Vision For Your Community

Bondry is dedicated to making a positive impact in the communities we serve, and we uphold the highest standards of integrity, transparency, and accountability with every engagement. We strive to deliver expert financial guidance and modern solutions that support thriving communities, fiscal responsibility, and the longterm well-being of our clients and their constituents.

Bondry collaborates closely with our clients through a more hands-on approach and personalized services. Our team is comprised of professionals with extensive backgrounds in public finance who understand the complex issues that cities, towns, and counties face today.


01 Municipal Advising

02 Economic Development


03 K-12 Schools


04 Utilities

Contacting **Bondry Consulting**

 35 East Main Street, Suite 200, Carmel, IN 46032

 317.537.9555

 info@bondryconsulting.com

 bondryconsulting.com



HARRY F. TODD
 RYAN R. WILMERING
 ADAM W. COLLINS
 KATIE WELCH RARICK
 HALEY L. SOSHNICK
 MICHAEL S. WALLACK
 OF COUNSEL
 GEORGE W. SOMERS
 EMERITUS
 BARRY Z. WALLACK
 (1941-2025)
 KARL P. HAAS
 (1960-2017)

December 1, 2025

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

Ms. Jenell Fairman
 Executive Director
 City of Westfield Redevelopment Commission
 2278 East 171st Street
 Westfield, Indiana 46074

Re: Engagement Letter – City of Westfield Redevelopment Commission

Dear Jenell:

The purpose of this letter is to confirm terms relating to our counseling and legal representation of the City of Westfield Indiana, its Redevelopment Commission, and/or any affiliate or related entity (collectively, the “Client”). The services to be provided by our firm will relate to representation of the Client in its dealings with various entities, including municipal agencies, boards, and development entities, related to the development of commercial real estate projects, including but not limited to drafting, negotiating, and reviewing documents related to these projects, and any other matters authorized by the Client. We understand that our legal services, and the Client’s obligation to pay our legal fees, will be conditioned on the Client authorizing our services on a matter-by-matter basis.

To help determine the value of our services, each of our lawyers and legal assistants maintain time records for each client and matter. We record our time in units of tenths of an hour (rounded up). The time records are reviewed monthly by the principal attorney assigned to the Client before a statement is rendered. All attorneys and legal assistants of our firm are assigned hourly rates based primarily on experience and expertise. Our hourly rates are adjusted from time to time (generally once a year) and may change during the course of our engagement. We view such rates as only a benchmark, and not as the sole determinant, of the value of our services for billing purposes. Instead, the amount of our billing statement will be the fair value of the services as determined by the principal attorney taking into account the time records for the matter, the types of services we have been asked to perform, any special level of expertise required, the novelty and complexity of the issues presented, the time constraints imposed upon us, the extent to which our investment in office systems have efficiently produced a high-quality product, the size and scope of the matter, results obtained, and other relevant circumstances. It is expected that our firm’s legal services will be provided primarily by the individuals, and at the rates, set forth on Schedule 1 attached to this letter. In the event that our services are provided for ongoing and various purposes related to advising and counseling the Client, we are happy to discuss a rate that more accurately reflects the value of those services.

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

Tel: 317.231.9000

Fax: 317.231.9900

We reserve the right to revise our fee structure periodically upon notifying the Client and obtaining its agreement to any change in our rates or method of compensation. We will be entitled to reimbursement for actual out-of-pocket costs and expenses incurred in performing our services (e.g., messenger service, overnight delivery, and filing fees). There will be no “mark-up” of the costs and expenses for which we bill the Client, and there will be no charge billed for in-house printing or copying or long-distance phone calls. We reserve the right to bill monthly all incurred fees and expenses and to require that all bills be payable within 45 days after presentation.

The Client shall have the right at any time to terminate our services and representation upon written notice. Termination shall not, however, relieve the Client from the obligation to pay for all services provided and all costs and expenses incurred on its behalf prior to the date of termination. We reserve the right to terminate our legal services and representation of the Client if:

- (a) we determine providing further services to the Client is not permitted by the Indiana Rules of Professional Conduct;
- (b) The Client fails to pay, when due, any amounts required to be paid under the terms of this letter;
- (c) we discover an officer of the Client has made a misrepresentation in connection with any matter we are handling for the Client, or we discover any material variance between the facts as related to us by officers of the Client and the facts as they actually exist; or
- (d) The Client fails to heed our advice or recommendations or otherwise do not cooperate with us in our representation of it.

Non-Discrimination. We agree that we will not discriminate against any employee or applicant for employment to be employed in the performance of our representation of the Client, 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 our agreement with the Client.

E-Verify. Under Ind. Code § 22-5-1.7-11, by entering into an agreement with the Client, we are required to enroll in and verify the work eligibility status of all newly hired employees through the E-Verify program. We are 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. We hereby affirm that we do not knowingly employ an unauthorized alien. We further affirm that we will enroll in and agree to verify the work eligibility status of all newly hired employees through the E-Verify program.

If this letter correctly reflects the Client’s understanding of our representation, please sign, date, and return this letter to us. This letter is confidential to the Client, and no other party may rely on it.

City of Westfield Redevelopment Commission
December 1, 2025

This letter will be effective and binding upon our firm when accepted on the Client's behalf by you or another officer of the Client.

We very much look forward to continuing to work with you and the City of Westfield. Please do not hesitate to call us with any questions.

Very truly yours,

WALLACK SOMERS & HAAS, P.C.

Agreed and accepted this ___ day of December, 2025.

CITY OF WESTFIELD REDEVELOPMENT COMMISSION

By: Joe Plankis
Joe Plankis, President

And

By: Jenell Fairman
Jenell Fairman, Executive Director

SCHEDULE 1

<u>Attorney</u>	<u>Billable Rate</u>
Adam W. Collins	\$550.00/hour
Ryan R. Wilmering	\$550.00/hour
Haley L. Soshnick	\$450.00/hour

<u>Support Staff</u>	<u>Billable Rate</u>
Lisa Clark	\$195.00/hour
Tracy Dillon	\$195.00/hour



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Indianapolis, IN 46204-3535 U.S.A.
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Fax (317) 231-7433

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

December 9, 2025

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

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

Re: Legal Services for General Redevelopment Matters

Dear Redevelopment Commission Members:

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

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

Identity of Client

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

Atlanta | Boston | Chicago | Dallas | Delaware | Florida | Indiana | Los Angeles | Michigan
Minneapolis | Nashville | New Jersey | New York | North Carolina | Ohio | Philadelphia
Salt Lake City | San Diego | Washington, D.C.

Commission in this Matter will not give rise to any conflict of interest in the event other clients of our Firm are adverse to any official, officer, employee or other affiliate of the Commission.

Services

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

1. Meet with, and provide advice to, the Commission, its general counsel and the Municipal Advisor in establishing, expanding or amending one or more TIF areas.
2. Prepare a timetable of key events, meetings and document preparation.
3. Prepare the basic documentation for establishment of any new TIF areas or expansions of any TIF areas, including all ordinances and resolutions, together with any notices and certifications related thereto.
4. Assist the Commission and its general counsel in preparing for and attending required hearings.
5. Attend any meetings as requested by the Commission or its general counsel.
6. Provide general legal advice and research to the Commission and its general counsel from time to time on general non-adversarial matters related to the Commission or TIF, as requested by the Commission or its general counsel.

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

Fees

Our fees in this Matter will be billed on a monthly basis, primarily based on the hours actually worked by each lawyer and legal assistant involved in this Matter. These fees will be computed using hourly billing rates for the lawyer or legal assistant and the type of work involved that are in effect at the time you are billed for the work. Generally speaking, our billing rates vary in accordance with the

experience and seniority of the lawyers and legal assistants performing the services. Brad Bingham and I will be the lawyers responsible for this engagement. Brad's current hourly rate is \$710 and mine is \$860. To effect greater efficiencies, we will use an associate when appropriate. Associates may include Dustin Meeks, Max Adams and Hannah Clendening. Dustin's current hourly rate is \$440, while Max's and Hannah's current hourly rate is \$420. Our billing rates are adjusted annually, typically in December.

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

Our fees and charges are due within forty-five (45) days following the receipt of an invoice.

Municipal Advisor Matters

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

E-Verify Participation

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

Non-Discrimination

We agree that Barnes & Thornburg LLP will not discriminate against any employee or applicant for employment to be employed in our representation of the Commission, with respect to the employee's hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment, because of the employee's race, religion, color, sex, disability, national origin, or ancestry. Breach of this covenant may be regarded as a material breach of Barnes & Thornburg LLP's agreement with the Commission.

Conclusion

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

Westfield Redevelopment Commission
c/o Jenell Fairman, Executive Director
December 9, 2025
Page 4



acknowledgement and agreement on behalf of the Commission by executing the enclosed copy of this letter in the space provided below and return the executed copy to me.

You may terminate our engagement as special counsel to the Commission at any time simply by notifying us. We may terminate our engagement for nonpayment of our fees and other charges and where we are required or permitted to do so by the Rules of Professional Conduct after giving you reasonable notice and allowing time for you to engage successor counsel, if necessary.

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

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

Sincerely,

Brian L. Burdick

Enclosure (*Standard Terms of Engagement*)

CITY OF WESTFIELD, INDIANA, REDEVELOPMENT COMMISSION

By: Joseph Plankis
Printed: JOSEPH PLANKIS
Title: PRESIDENT
Date: 12/15/2025

BARNES & THORNBURG LLP

TERMS OF ENGAGEMENT FOR LEGAL SERVICES

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

Our Client

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

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

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

The Scope of Our Work

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

Except to the extent you expressly request in writing that we advise or assist you concerning the following

matters, you agree to take full responsibility yourself for:

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

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

Who Will Provide the Services

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

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

How Fees Will Be Set

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

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

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

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

Other Charges

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

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

Certain of these other charges may represent more than our out-of-pocket cost to contribute toward covering indirect expenses we incur. For example, we establish and adjust from time to time fixed charges for certain services of our managing clerk's office (such as

filings with courts or public agencies), notarial services (including remote notary services), and other services. Such charges reflect the fair value of such services. We incur outside charges on your behalf as your agent. You agree to pay these charges when due. We may require that you pay significant expenses directly or in advance. In some instances when we make advance payment on your behalf as a convenience, we may be entitled to incentives, rebates or rewards from our banks or credit card companies for using their services. Such arrangements lower our overhead and administrative expense and are not passed along to clients.

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

Terms of Payment

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

Security Retainers (Advance Deposits)

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

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

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

Funds Held in Our Trust Account

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

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

Identifying Conflicts of Interest

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

including all persons and entities affiliated with you whose interests could be affected. You also agree that you will promptly notify us if you become aware of any other persons or entities that are or may become involved in the matter.

Waiver of Certain Potential Conflicts of Interest

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

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

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

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

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

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

Our Non-Legal Affiliates

As further described below, you should be aware that our Firm has ownership interests in non-legal services businesses (the "non-legal affiliates"), and the services of such non-legal affiliates may be provided by Firm

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

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

Electronic Communications and Cloud Storage

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

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

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

Use of Artificial Intelligence

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

Privacy Notice and Data Security

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

You agree you are responsible for providing all physical, technical, administrative, and organizational safeguards necessary to secure and protect any information under your control relating to our

engagement and are responsible for the breach of any security of information caused via your or your affiliates’ or third party service providers’ systems. You agree to immediately and without undue delay report and take steps to mitigate any actual or attempted security incident or breach of security of data related to or which could affect you, the Firm, or our representation of you in any manner.

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

Certain Client Responsibilities

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

Use of Publicly Available Information

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

Consultations with Firm Legal Counsel

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

Termination and Withdrawal

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

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

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

Except where applicable laws require otherwise, you agree that the following provisions will govern the way we handle materials and records related to our representation of you. We typically store the materials we retain in electronic form. We do not keep our copies of such materials and records indefinitely. We will

discard or delete the materials we retain related to your representation when we believe it is reasonable to do so, without further notice to you. Accordingly, you are strongly encouraged to keep your own files related to our representation, especially important legal documents. So that you can do so, we will provide you with copies of materials we have retained whenever you request them during our representation. Even after your matter is completed, on request we will provide you with copies in electronic form of any materials we still have to which you are entitled. You agree to pay our charges for retrieving and copying materials for you, and any other fees and charges that remain outstanding in connection with our representation of you. You hereby agree that we may require such payment before delivering such materials, to the extent allowed by applicable Rules of Professional Conduct. You authorize us to follow these procedures without providing you further notices or seeking further instructions in the future.

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

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

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