



CITY OF WESTFIELD, IN
Redevelopment Commission Meeting Agenda

BOARD OR COMMISSION: Redevelopment Commission Meeting

MEETING DATE: Monday, April 20, 2026 at 6:00 PM

MEETING PLACE: Westfield City Services - Bales Main Meeting Room

THE FOLLOWING AGENDA IS SUBJECT TO CHANGE AT THE DISCRETION OF REDEVELOPMENT COMMISSION

CALL TO ORDER

- a. Declaration of quorum and opening of meeting
- b. Pledge of Allegiance
- c. Announce any Changes to Agenda
Resolution 12-2026 re:ECR Project Agreement

APPROVAL OF MINUTES

Documents: Minutes from March 16, 2026 and March 30, 2026

APPROVAL OF EXECUTIVE SESSION MEMORANDUM

Document: Executive Session Memorandum from March 16, 2026

FINANCIAL MATTERS

Clerk Treasurer's Reports

Documents:

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

Approval of Claims

Document: Claims for April 20, 2026

Approval of Disbursements

Grand Park North Infrastructure BOT

- GMP #1 and 2 – Total : \$278,129.77

EXECUTIVE DIRECTOR REPORT

OLD BUSINESS

NEW BUSINESS

a. Action Item #1 - Resolution 08-2026 re: Revised TIF Pledge - Park and Poplar

Document: Resolution 08-2026

b. Action Item #2 - Resolution 09-2026 re: Approving Form and Execution of Proposed First Amendment to Development Agreement - Lantern Commons - Front Street

Document: Resolution 09-2026

c. Action Item #3 - Resolution 10-2026 re: Amendments to Declaratory Resolution - Lantern Commons EDA and creation of the Gateway TIF Allocation Area

Document: Resolution 10-2026

d. Action Item #4 - Resolution 11-2026 re: Approvals of Modifications Under GPSE PPA

Document: Resolution 11-2026

e. Action Item #5 - 2026 Anova Professional Services Agreement

Document: Anova Professional Services Agreement

f. Action Item #6 - Resolution 12-2026 re: ECR Project Agreement

Document: Resolution 12-2026

OTHER BUSINESS

a. Next Regular Meeting: Monday, May 18th, 2026, 6:00 PM

ADJOURNMENT



CITY OF WESTFIELD, IN
Redevelopment Commission Meeting Minutes - 3/16/2026
Monday, March 16, 2026 at 6:00 PM

CALL TO ORDER

Attendance:

President: Joe Plankis - Absent
Vice President: Chip Parsley - Present
Secretary: Steve Latour - Present
Commissioner: Brian Tomamichel - Present
Commissioner: Patrick Downey - Present
Commissioner: Carrie Larrison - Present
Executive Director: Jenell Fairman - Present
Office Administrator: David Brock - Present
Legal Counsel Wallack Somers & Haas, P.C. : Ryan Wilmering - Present
Legal Counsel Wallack Somers & Haas, P.C. : Adam Collins - Present
Municipal Advisor Bondry Consulting: Oscar Gutierrez - Present
Municipal Advisor Bondry Consulting: Alex Stanley - Virtual

a. Declaration of quorum and opening of meeting

Vice President Parsley 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 February 17, 2026

February 17, 2026, minutes were presented

Motion to Approve: Steve Latour

Seconded: Brian Tomamichel

Yes: Brian Tomamichel, Steve Latour, Chip Parsley, Patrick Downey

No: None

Abstain: None

Motion Determination: Passed

APPROVAL OF EXECUTIVE SESSION MEMORANDUM

Document: Executive Session Memorandum from February 17, 2026

February 17, 2026, Executive Session Memorandum was presented

Motion to Approve: Brian Tomamichel

Seconded: Steve Latour

Yes: Brian Tomamichel, Steve Latour, Chip Parsley, Patrick Downey

No: None

Abstain: None

Motion Determination: Passed

FINANCIAL MATTERS

Clerk Treasurer's Reports

Documents:

- Clerk Treasurer's Monthly (February) Report
- Clerk Treasurer's Fund Summary Report (February)
- Clerk Treasurer's (February) Interest Income Report
- Clerk Treasurer's Legal & Municipal Advisors Report (February)
- Clerk Treasurer's 2025 Annual Report

The Clerk Treasurer was unable to attend the meeting and sent the monthly reports and annual report 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 March 16, 2026

Motion to Approve: Steve Latour

Seconded: Brian Tomamichel

Yes: Brian Tomamichel, Steve Latour, Chip Parsley, Patrick Downey

No: None

Abstain: None

Motion Determination: Passed

EXECUTIVE DIRECTOR REPORT

Executive Director Jenell Fairman provided a presentation summarizing findings from the Urban3 economic impact study used to guide Westfield's comprehensive plan, emphasizing that higher-density, mixed-use development especially in downtown areas generates significantly greater tax value per acre than traditional suburban patterns. Currently, Westfield's downtown is only modestly denser than surrounding areas, and the city aims to increase this concentration to improve economic productivity, similar to peer cities. The study also highlights the importance of "missing middle" housing (e.g., townhomes, duplexes) to provide more affordable and diverse options. Since most municipal revenue in Indiana comes from property taxes, with commercial and non-homestead properties contributing disproportionately, the city seeks to expand commercial and mixed-use development to strengthen its tax base. Strategic investments along trails and in downtown infrastructure such as streetscape improvements and public spaces are positioned to boost economic activity. Additional updates include major development and infrastructure projects in the Grand Park District, including a new parking garage, corporate headquarters site, sports facility upgrades, and future mixed-use development, all intended to support long-term growth and financial sustainability.

OLD BUSINESS

NEW BUSINESS

a. 2025 TIF Management Report - Bondry

Document: 2025 TIF Management Report Oscar Gutierrez and Alex Stanley of Bondry Consulting presented the TIF Management Report which is a required annual report submitted to the Indiana Department of Local Government Finance, providing a retrospective overview of the city's 2025 redevelopment districts. It includes details such as commission membership, descriptions of allocation areas, their legal basis, purpose, and expiration timelines, which are critical for understanding the lifespan of TIF districts. The report summarizes financial activity revenues, expenditures, and fund balances, clarifying that these figures reflect project-based, one-time costs rather than ongoing operational budgets. It also outlines residential TIF activity, including housing development and average sale prices, and details outstanding debt obligations, noting that long-term interest can make totals appear high due to typical 25-year bond structures.

Motion to Approve: Brian Tomamichel

Seconded: Patrick Downey

Yes: Brian Tomamichel, Steve Latour, Chip Parsley, Patrick Downey

No: None

Abstain: None

Motion Determination: Passed

b. Action Item #1 - 2026 RDC Spending Plan Update

Document: 2026 RDC Spending Plan Update

Redevelopment Manager Rachel Baker explained that the updated 2026 spending plan reflects a strategic shift in how TIF funds are

allocated to cover debt service. Specifically, reallocating payments for certain bonds such as local income tax bonds to TIF districts with available funds with fewer active priorities, thereby freeing up cash in key focus areas like downtown and Grand Park for redevelopment initiatives. The updated plan also replaces prior estimates for 2025 bond anticipation notes with more accurate projected debt service figures for their long-term financing. Additionally, formatting improvements were made to clarify financial reporting, including separating total debt service from other variable disbursements like grants and professional fees, making the plan easier to interpret.

Motion to Approve: Steve Latour
Seconded: Patrick Downey

Yes: Brian Tomamichel, Steve Latour, Chip Parsley, Patrick Downey
No: None
Abstain: None

Motion Determination: Passed

c. Action Item #2 - 2026 Budget

Document: 2026 Budget

Redevelopment Manager Rachel Baker explained the key differences between the 2026 spending plan and the formal budget, noting that while they share a similar format, they serve different purposes and are developed at different times. The spending plan is a state-required document approved before the year begins and relies on estimated TIF revenues, whereas the budget is finalized after year-end financials are closed and tax rates are set, allowing for more precise revenue projections. While disbursements remain consistent between the two, the budget provides additional detail on beginning and ending cash balances projecting a decrease from about \$34 million to \$24 million in 2026 reflecting a planned use of funds, including grant-related expenditures.

Motion to Approve: Brian Tomamichel
Seconded: Patrick Downey

Yes: Brian Tomamichel, Steve Latour, Chip Parsley, Patrick Downey
No: None
Abstain: None

Motion Determination: Passed

d. Public Hearing on Ice Hockey Facility BOT Recommendation

Public Meeting Open: 6:46 PM
Public Meeting Close: 6:53 PM

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

e. Action Item #3 - Resolution 05-2026 re:Ice Hockey Facility Recommendation and BOT Award

Document: Resolution 05-2026, BOT Recommendation Memo, Proposal Summary

Executive Director Jenell Fairman, CEO of Nicholas and Associates Nick Pappanicholas Junior, and Executive Director of Indianapolis Youth Hockey Association (IYHA) Derek Edwardson presented outlining the rationale, planning process, and recommendation for developing a new ice hockey facility in the Grand Park District, aimed at boosting year-round tourism and supporting local businesses that currently rely heavily on seasonal outdoor sports traffic. Initiated by a 2024 Hunden Partners study, the project addresses a regional shortage of ice facilities while creating opportunities for tournaments, youth programs, and community use. After a competitive procurement process, the evaluation committee selected Nicholas & Associates due to their strong experience, integrated development approach, and focus on hospitality and user experience. The proposed facility includes three NHL-regulation ice sheets (with potential for a fourth), at an estimated cost of about \$88.6 million, with projected economic benefits such as increased hotel stays, restaurant spending, and tax revenue. The project will be financed through a mix of bonds, operational revenue, tourism funding, and local taxes, with construction targeted for completion in 2028 positioning the facility as a major year-round destination and economic driver for Westfield. Supporting this initiative, the IYHA, a long-standing, rapidly growing organization with over 1,200 players and at-capacity facilities, highlighted strong local demand, limited ice availability, and the transformative impact the new facility would have on youth participation, tournament hosting, and Westfield's position as a regional hub for hockey.

Motion to Approve: Steve Latour
Seconded: Patrick Downey

Yes: Brian Tomamichel, Steve Latour, Chip Parsley, Patrick Downey
No: None
Abstain: None

Motion Determination: Passed

**f. Action Item #4 - Resolution 06-2026 re:Grand Park North Area BOT Phase 1 - GMP 1 and GMP 2
Document:Resolution 06-2026**

Executive Director Jenell Fairman presented the resolution authorizing execution of agreements for key components of the Grand Park District north area infrastructure project, specifically the Guaranteed Maximum Price (GMP) contracts previously discussed. These include GMP 1 for the relocation of the D1 baseball field and GMP 2 covering broader infrastructure improvements such as a parking garage, streets, and supporting utilities in the area.

Motion to Approve: Brian Tomamichel
Seconded: Patrick Downey

Yes: Brian Tomamichel, Steve Latour, Chip Parsley, Patrick Downey
No: None
Abstain: None

Motion Determination: Passed

OTHER BUSINESS

a. Next Regular Meeting: Monday, April 20th, 2026, 6:00 PM

ADJOURNMENT

The Commission adjourned the meeting at 6:57 PM

Chip Parsley, RDC Vice President

Date



CITY OF WESTFIELD, IN
Redevelopment Commission Meeting Minutes - 3/30/2026
Monday, March 30, 2026 at 6:00 PM

CALL TO ORDER

Attendance:

President: Joe Plankis - Absent
Vice President: Chip Parsley - Present
Secretary: Steve Latour - Present
Commissioner: Brian Tomamichel - Present
Commissioner: Patrick Downey - Present
Commissioner: Carrie Larrison - Absent
Executive Director: Jenell Fairman - Present
Office Administrator: David Brock - Present
Legal Counsel Wallack Somers & Haas, P.C. : Ryan Wilmering - Virtual
Legal Counsel Wallack Somers & Haas, P.C. : Adam Collins - Virtual

Declaration of quorum and opening of meeting

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

Pledge of Allegiance

The Pledge of Allegiance was recited.

FINANCIAL MATTERS

Approval of Disbursements

Grand Park North Infrastructure BOT

- **GMP #1 – Pay Application #1, \$479,906.55**
- **GMP #2 – Pay Application #2, \$675,292.81**

Executive Director Jenell Fairman presented covering approval of disbursements related to the Grand Park North infrastructure project under the previously approved Keystone contract, with payments reviewed individually for the two GMP components. The first pay application totals \$479,906.55 and primarily covers design costs for the D1 baseball field relocation, including the parking lot, underground detention, and overall site planning. The second pay application, tied to GMP #2, totals \$675,292.81 and relates to design work for the parking garage, site development, and utilities, as the project prepares for construction.

GMP #1

Motion to Approve: Steve Latour
Seconded: Brian Tomamichel

Yes: Brian Tomamichel, Steve Latour, Chip Parsley, Patrick Downey
No: None
Abstain: None

Motion Determination: Passed

GMP #2

Motion to Approve: Brian Tomamichel
Seconded: Steve Latour

Yes: Brian Tomamichel, Steve Latour, Chip Parsley, Patrick Downey
No: None
Abstain: None

Motion Determination: Passed

OLD BUSINESS

NEW BUSINESS

b. Action Item #1 - Resolution 07-2026 re: PILOT Agreement - Community Health

Document: Resolution 07-2026 Executive Director Jenell Fairman presented the resolution about a PILOT, or payment in lieu of taxes, agreement with Community Health for the nonprofit hospital tower portion of a larger development on the east side of US 31 within an economic development area (EDA). Because the hospital tower is a nonprofit, it would normally be exempt from property taxes, but since it is being built in the EDA, a PILOT is required for Community Health and will pay a portion of what would otherwise have been owed if the facility were for-profit. The rest of the development will remain fully taxable, and the agreement includes a defined payment schedule covering years 1 through 25, with the possibility for a future administration to extend or renegotiate the arrangement at the end of that term.

Motion to Approve: Steve Latour
Seconded: Brian Tomamichel

Yes: Brian Tomamichel, Steve Latour, Chip Parsley, Patrick Downey
No: None
Abstain: None

Motion Determination: Passed

OTHER BUSINESS

a. Next Regular Meeting: Monday, April 20th, 2026, 6:00 PM
6:05 PM

ADJOURNMENT

The Commission adjourned the meeting at 6:05 PM

Chip Parsley, RDC Vice President

Date



Executive Session Memorandum

City of Westfield Redevelopment Commission

March 16, 2026

MEMBERS PRESENT: Chip Parsley, Steve Latour, Brian Tomamichel, Patrick Downey, Carrie Larrison

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 5:41 PM.

Chip Parsley, RDC Vice President

Steve Latour, Secretary

March 2026-Appropriation Detail

Fund No.-Name	Description	2026 Beginning Budget	YTD Claims Approved & Applied	Monthly Beginning Balance	MTD Claims Approved & Applied	Ending Balance
244-RDC Capital Fund						
244018330-Legal		\$ 450,000.00	\$ (81,545.66)	\$ 368,454.34		
	Wallack Somers & Haas				\$ (24,330.00)	
	Barnes & Thornburg				\$ (5,033.33)	\$ 339,091.01
244018349-Services		\$ 920,000.00	\$ (62,262.89)	\$ 857,737.11		
	Hunden Strategic				\$ (20,355.59)	
	Bondry Management				\$ (32,000.00)	
	Alt & Witzig				\$ (2,250.00)	
	JS Held				\$ (7,957.61)	
	CrossRoad Engineers				\$ (940.00)	\$ 794,233.91
244018241-Nonprofit	Budget Adjustment	\$ 12,955,000.00		\$ 12,955,000.00		\$ 12,955,000.00
244018474-Land Purchase		\$ 3,500,000.00		\$ 3,500,000.00		\$ 3,500,000.00
		\$ 17,825,000.00	\$ (143,808.55)	\$ 17,681,191.45	\$ (92,866.53)	\$ 17,588,324.92

Fund No.-Name	Description	2026 Beginning Budget	YTD Claims Approved & Applied	Monthly Beginning Balance	MTD Claims Approved & Applied	Ending Balance
301-Eastside	Budget Adjustment	\$ 607,350.00	\$ (301,975.00)	\$ 845,375.00	\$ -	\$ 845,375.00
302-Aurora	Budget Adjustment	\$ 1,000,000.00		\$ -		\$ -
303-Lantern Commons		\$ 396,000.00		\$ 396,000.00	\$ -	\$ 396,000.00
304-Southside		\$ -		\$ -		\$ -
305-Grand Juntion	Budget Adjustment and Transfer	\$ 2,671,500.00	\$ (1,210,061.65)	\$ 1,461,438.35		\$ 1,461,438.35
306-Osborne Trails	Encumbered PO	\$ 918,000.00	\$ (1,177,130.00)	\$ (259,130.00)		\$ (259,130.00)
308-Osborne Trails South		\$ -				\$ -
309-Eagletown		\$ 1,148,990.00	\$ (177,802.50)	\$ 971,187.50		\$ 971,187.50
310-SEP	Budget Adjustment	\$ 221,752.00	\$ (117,467.21)	\$ 104,284.79		\$ 104,284.79
311-Spring Mill Centre	Budget Adjustment	\$ 122,990.00		\$ 122,990.00		\$ 122,990.00
314-Spring Mill Station SWC		\$ -				\$ -
316-Mainstreet		\$ 2,098,087.00	\$ (47,276.25)	\$ 2,050,810.75		\$ 2,050,810.75
317-146th Street	Budget Adjustment	\$ 2,000,000.00		\$ 2,000,000.00		\$ 2,000,000.00
318-Gigabit		\$ 175,438.00		\$ 175,438.00		\$ 175,438.00
319-Spring Mill Station	Budget Adjustment	\$ 2,312,625.00		\$ 2,312,625.00		\$ 2,312,625.00
327-Union Square	Budget Adjustment	\$ 909,000.00		\$ 909,000.00		\$ 909,000.00
328-Wheeler Landing		\$ 719,913.00	\$ (242,489.72)	\$ 477,423.28		\$ 477,423.28
448-Eagletown DSR		\$ -				\$ -
Subtotal of Budget to Actual		\$ 15,301,645.00	\$ (3,274,202.33)	\$ 11,567,442.67		
Total Budget to Actual*		\$ 33,126,645.00	\$ (3,418,010.88)	\$ 29,248,634.12	\$ (92,866.53)	\$ 29,155,767.59

This report reflects the March 2026 Spending Plan as approved, including budget adjustments prepared by Redevelopment Manager Rachel Baker.

March 2026-Fund Summary

Fund No.-Name	Description	Beginning Balance	Revenue	MTD Actual Disbursed	Ending Bank Balance	Cash Investment	Total
244-RDC Capital Fund		\$ 13,482,319.02					
	Duke Energy		\$ 5,000.00				
	Redevelopment Reimbursement		\$ 34,745.93				
	Denison Parking		\$ 527.86				
	Accounts Receivable		\$ 5,000.00				
	Accounts Receivable		\$ 150,996.38				
	Total Disbursements			\$ (92,866.53)			
		\$ 13,482,319.02	\$ 196,270.17	\$ (92,866.53)	\$ 13,585,722.66		\$ 13,585,722.66
Fund No.-Name	Description	Beginning Balance	Revenue	MTD Actual Disbursed	Ending Bank Balance	Cash in Investments	Available TIF Cash
301-Eastside		\$ 1,013,308.31		\$ -	\$ 1,013,308.31	\$ 700,000.00	\$ 1,713,308.31
302-Aurora		\$ 618,693.05			\$ 618,693.05	\$ 500,000.00	\$ 1,118,693.05
303-Lantern Commons		\$ -		\$ -	\$ -		\$ -
304-Southside		\$ -		\$ -	\$ -		\$ -
305-Grand Junction	DWDCD-Isotopia + IMI Aggregates	\$ 2,124,050.10		\$ (925,711.88)	\$ 1,198,338.22	\$ 1,000,000.00	\$ 2,198,338.22
306-Osborne Trails	AP & A & F Engineering	\$ 836,973.55		\$ (258,923.30)	\$ 578,050.25	\$ 400,000.00	\$ 978,050.25
308-Osborne Trails South		\$ 117,539.62			\$ 117,539.62		\$ 117,539.62
309-Eagletown		\$ 2,098,576.27			\$ 2,098,576.27	\$ 400,000.00	\$ 2,498,576.27
310-SEP		\$ 237,690.19			\$ 237,690.19		\$ 237,690.19
311-Spring Mill Centre		\$ -		\$ -	\$ -		\$ -
314-Spring Mill Station SWC		\$ 41,796.95			\$ 41,796.95		\$ 41,796.95
316-Mainstreet		\$ 1,484,186.77			\$ 1,484,186.77	\$ 250,000.00	\$ 1,734,186.77
317-146th Street		\$ 1,155,477.48			\$ 1,155,477.48	\$ 3,300,000.00	\$ 4,455,477.48
318-Gigabit		\$ -			\$ -		\$ -
319-Spring Mill Station		\$ 588,549.21			\$ 588,549.21	\$ 2,600,000.00	\$ 3,188,549.21
324-Eagletown DSR		\$ -			\$ -	\$ 80.23	\$ 80.23
327-Union Square		\$ 13,925.63			\$ 13,925.63		\$ 13,925.63
328-Wheeler Landing	Adjustment-January Bond Payment	\$ 242,489.72		\$ (242,489.72)	\$ -		\$ -
Total*		\$ 24,055,575.87	\$ 196,270.17	\$ (1,519,991.43)	\$ 21,718,546.30	\$ 9,150,080.23	\$ 30,868,626.53

The beginning balance for Fund 244 reflects the February ending balance; however, an adjustment related to revenue invoiced on 02/26/26 and recorded on 03/04/26 causes the beginning balance to appear misstated.

2026 Interest Income	January	February	March	April	May	June	July	August	September	October	November	December	2026 Y-T-D Total
301-Eastside	\$ 2,140.32	\$ 1,921.21	\$ 2,120.10										\$ 6,181.63
302-Aurora	\$ 1,528.80	\$ 1,372.30	\$ 1,514.36										\$ 4,415.46
303-Lantern Commons													
304-Southside													
305-Grand Juntion	\$ 3,057.60	\$ 2,744.58	\$ 3,028.72										\$ 8,830.90
306-Osborne Trails	\$ 1,223.04	\$ 1,097.84	\$ 1,211.49										\$ 3,532.37
309-Eagletown	\$ 1,223.04	\$ 1,097.84	\$ 1,211.49										\$ 3,532.37
310-SEP													
311-Spring Mill Centre													
316-Mainstreet	\$ 764.40	\$ 686.15	\$ 757.18										\$ 2,207.73
317-146th Street	\$ 10,090.08	\$ 9,057.08	\$ 9,994.78										\$ 29,141.94
318-Gigabit													
319-Spring Mill Station	\$ 7,949.76	\$ 7,135.88	\$ 7,874.67										\$ 22,960.31
324-Eagletown DSR	\$ 0.31	\$ 0.28	\$ 0.31										\$ 0.90
327-Union Square													
328-Wheeler Landing													
448-Eagletown DSR	\$ 787.69	\$ 1,315.67	\$ (232.29)										\$ 1,871.07
Total Interest from TIF Investments	\$ 28,765.04	\$ 26,428.83	\$ 27,480.81										\$ 82,674.68

Lifetime Interest by Year	2023	2024	2025	2026	Lifetime Total
244-RDC Capital	\$ -	\$ -	\$ -	\$ -	\$ -
301-Eastside	\$ 9,705.20	\$ 7,012.33	\$ 41,614.67	\$ 6,181.63	\$ 64,513.83
302-Aurora	\$ 3,365.96	\$ 26,627.75	\$ 21,042.91	\$ 4,415.46	\$ 55,452.08
303-Lantern Commons (AKA Front Street)					
304-Southside					
305-Grand Juntion	\$ 35,510.93	\$ 17,530.86	\$ 38,098.76	\$ 8,830.90	\$ 99,971.45
306-Osborne Trails			\$ 15,239.51	\$ 3,532.37	\$ 18,771.88
309-Eagletown	\$ 33,042.55	\$ 5,259.23	\$ 19,125.38	\$ 3,532.37	\$ 60,959.53
310-SEP					
311-Spring Mill Centre					
316-Mainstreet	\$ 19,354.30	\$ 5,200.60	\$ 13,290.26	\$ 2,207.73	\$ 40,052.89
317-146th Street	\$ 28,049.71	\$ 159,771.88	\$ 142,179.00	\$ 29,141.94	\$ 359,142.53
318-Gigabit					
319-Spring Mill Station	\$ 16,829.82	\$ 92,221.14	\$ 108,208.05	\$ 22,960.31	\$ 240,219.32
324-Eagletown DSR	\$ -	\$ 4,818.13	\$ 14,012.18	\$ 0.90	\$ 18,831.21
327-Union Square					
328-Wheeler Landing					
448-Eagletown DSR	\$ -	\$ -	\$ 265.20	\$ 1,871.07	\$ 2,136.27
Life-to-Date of Investments	\$ 145,858.47	\$ 318,441.92	\$ 413,075.92	\$ 82,674.68	\$ 960,050.99

Docket Date	Vendor	Fund No.	Amount
1/13/2026	Wallack Somers & Haas	244	\$ 28,581.26
1/13/2026	Barnes & Thornburg	244	\$ 10,281.40
2/12/2026	Wallack Somers & Haas	244	\$ 38,500.00
2/12/2026	Barnes & Thornburg	244	\$ 4,183.00
3/12/2026	Wallack Somers & Haas	244	\$ 24,330.00
3/12/2026	Barnes & Thornburg	244	\$ 5,033.33
Total-Legal			\$ 110,908.99

1/13/2026	Bondry Management Consulting	244	\$ 25,000.00
2/12/2026	Bondry Management Consulting	244	\$ 10,000.00
3/12/2026	Bondry Management Consulting	244	\$ 32,000.00
Total-Municipal Advisor			\$ 67,000.00

Grand Total			\$ 177,908.99
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I hereby certify that each of the above listed vouchers and invoices, or bills attached there to, are true and correct and I have audited same in accordance with IC5-11-10-1.6.

April 20, 2026

Fiscal Officer

ALLOWANCE OF ACCOUNTS PAYABLE VOUCHERS

CITY OF WESTFIELD

We have examined the Accounts Payable Vouchers listed on the foregoing Register of Accounts Payable Vouchers consisting of 2 pages and except for accounts payables not allowed as shown on the Register such account payables are hereby allowed in the total amount of \$1,042,726.59 and pending director approval such accounts payables are hereby allowed in the total amount of \$0.

Dated this 20 day of April, 2026

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: 03/13/26..04/14/26

4/14/2026 12:39 PM

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WESTFIELD\DTOLLEY

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									
VEN011964	JS Held	APP137225	4/13/2026	244018349	REDEVELOP DISTRICT	Feb services	190.05		
VEN011964	JS Held	APP137225	4/13/2026	244018349	REDEVELOP DISTRICT	Feb services	1,612.25		
VEN011964	JS Held	APP137225	4/13/2026	244018349	REDEVELOP DISTRICT	Feb services	1,591.15		
VEN011964	JS Held	APP137225	4/13/2026	244018349	REDEVELOP DISTRICT	Feb services	533.98		
VEN005661	Barnes and Thornburg LLP	APP137226	4/13/2026	244018330	REDEVELOP DISTRICT	Feb services	1,455.50		
VEN005661	Barnes and Thornburg LLP	APP137226	4/13/2026	244018330	REDEVELOP DISTRICT	Feb services	266.25		
VEN005661	Barnes and Thornburg LLP	APP137226	4/13/2026	244018330	REDEVELOP DISTRICT	Feb services	266.25		
VEN012776	CrossRoad Engineers PC	APP137228	4/13/2026	244018349	REDEVELOP DISTRICT	Gr Park BOT	814.50		
VEN012262	GANGGANG	APP137229	4/13/2026	244018349	REDEVELOP DISTRICT	April Consulting	15,000.00		
VEN011751	Wallack Somers and Haas PC	APP137230	4/13/2026	244018330	REDEVELOP DISTRICT	Jersey St	55.00		
VEN011751	Wallack Somers and Haas PC	APP137230	4/13/2026	244018330	REDEVELOP DISTRICT	Comm Hosp	2,970.00		
VEN011751	Wallack Somers and Haas PC	APP137230	4/13/2026	244018330	REDEVELOP DISTRICT	ECR	2,035.00		
VEN011751	Wallack Somers and Haas PC	APP137230	4/13/2026	244018330	REDEVELOP DISTRICT	March Services	605.00		
VEN011751	Wallack Somers and Haas PC	APP137230	4/13/2026	244018330	REDEVELOP DISTRICT	General	5,445.00		
VEN011751	Wallack Somers and Haas PC	APP137230	4/13/2026	244018330	REDEVELOP DISTRICT	Gr Park	1,390.00		
VEN011751	Wallack Somers and Haas PC	APP137230	4/13/2026	244018330	REDEVELOP DISTRICT	Gr Park	2,090.00		
VEN011751	Wallack Somers and Haas PC	APP137230	4/13/2026	244018330	REDEVELOP DISTRICT	Gr Park General	660.00		
VEN011751	Wallack Somers and Haas PC	APP137230	4/13/2026	244018330	REDEVELOP DISTRICT	Ham Cross	55.00		
VEN011751	Wallack Somers and Haas PC	APP137230	4/13/2026	244018330	REDEVELOP DISTRICT	Ice Fac	5,610.00		
VEN011751	Wallack Somers and Haas PC	APP137230	4/13/2026	244018330	REDEVELOP DISTRICT	Isotopia	55.00		
VEN011751	Wallack Somers and Haas PC	APP137230	4/13/2026	244018330	REDEVELOP DISTRICT	Jaffe Dev	55.00		
VEN011751	Wallack Somers and Haas PC	APP137230	4/13/2026	244018330	REDEVELOP DISTRICT	March Services	55.00		
VEN011751	Wallack Somers and Haas PC	APP137230	4/13/2026	244018330	REDEVELOP DISTRICT	Lantern	275.00		
VEN011751	Wallack Somers and Haas PC	APP137230	4/13/2026	244018330	REDEVELOP DISTRICT	Level 2	55.00		
VEN011751	Wallack Somers and Haas PC	APP137230	4/13/2026	244018330	REDEVELOP DISTRICT	March Services	385.00		
VEN011751	Wallack Somers and Haas PC	APP137230	4/13/2026	244018330	REDEVELOP DISTRICT	Market Ct	440.00		
VEN011751	Wallack Somers and Haas PC	APP137230	4/13/2026	244018330	REDEVELOP DISTRICT	Mill St	770.00		
VEN011751	Wallack Somers and Haas PC	APP137230	4/13/2026	244018330	REDEVELOP DISTRICT	Park St	1,155.00		
VEN011751	Wallack Somers and Haas PC	APP137230	4/13/2026	244018330	REDEVELOP DISTRICT	Schaaf	55.00		
VEN011751	Wallack Somers and Haas PC	APP137230	4/13/2026	244018330	REDEVELOP DISTRICT	Social Sq	110.00		
VEN011751	Wallack Somers and Haas PC	APP137230	4/13/2026	244018330	REDEVELOP DISTRICT	Spring Mill	110.00		
VEN011751	Wallack Somers and Haas PC	APP137230	4/13/2026	244018330	REDEVELOP DISTRICT	Union	146.76		

Purchase Invoice Register

City of Westfield

Report Date Range: 03/13/26..04/14/26

4/14/2026 12:39 PM

Page 2 of 2

WESTFIELD\DTOLLEY

Buy-From Vendor No.	Buy-From Vendor Name	Invoice No.	Date	G/L Acct.	G/L Account Name	Description	Amount	Check No.	Check Date
Fund No. Fund Name									
244 Redevelopment District Capital									
RDC									
VEN011751	Wallack Somers and Haas PC	APP137230	4/13/2026	244018330	REDEVELOP DISTRICT	Wheeler	55.00		
Subtotal for RDC							46,366.69		
Subtotal for Fund 244 Redevelopment District Capital							46,366.69		
Fund No. Fund Name									
305 Grand Junction TIF									
RDC									
VEN011892	DWCDC	APP136615	3/23/2026	305018241	GRAND JUNCT TIF-NON	Isotopia Grant	925,000.00	500001336	3/23/2026
VEN002842	Precision Concrete	APP137104	4/7/2026	305018474	GRAND JUNCT TIF-	Curb cut	1,450.00	83950	4/14/2026
VEN001778	Shelby Materials	APP137109	4/7/2026	305018474	GRAND JUNCT TIF-	Park St	2,546.00	83964	4/14/2026
Subtotal for RDC							928,996.00		
Subtotal for Fund 305 Grand Junction TIF							928,996.00		
Fund No. Fund Name									
306 Osborne Trails TIF									
RDC									
VEN000010	A and F Engineering	APP136652	3/23/2026	306018474	OSBORNE TRAILS TIF-	PE Services for 191st St	67,363.90	83853	4/14/2026
Subtotal for RDC							67,363.90		
Subtotal for Fund 306 Osborne Trails TIF							67,363.90		
Posted Invoices Total							1,042,726.59		

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



Invoice No: INV-01US-0355725
Date: 3/5/2026
Due date: 3/5/2026
Payment Terms: Due Upon Receipt
Bill Through Date: 2/18/2026

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	\$ 3,768.70
Expenses:	USD	\$ 158.73
Invoice Total	USD	\$ 3,927.43

Rounding differences may exist compared to the detail pages

Project Code:	Amount:
24000	\$190.05
25001	\$1,612.25
25009	\$1,591.15
25005	\$533.98

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-0355725

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.

BARNES & THORNBURG LLP

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

Revised Invoice 3551829

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

March 17, 2026
Brian L. Burdick
00099516-00000001

PAYABLE UPON RECEIPT

Fees for Services	\$	1,988.00
Other Charges	\$	0.00
Total This Invoice	\$	1,988.00

Project Code	Amount
24000	\$1,455.50
24005	\$266.25
25008	\$266.25

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.



REMIT TO:

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

City of Westfield
Chuck Haberman
2728 East 171st Street
Westfield, IN 46074

Invoice number 260626
Date 04/02/2026

Project GRAND PARK BOT - OTR SERVICES

Total Due This Invoice (see breakdown below):	\$814.50
--	-----------------

For services performed February 28, 2026 through March 27, 2026.
PROMPT PAYMENT OF INVOICE IS APPRECIATED!!

These services were performed in accordance with our Professional Services Agreement approved December 5, 2025.

Professional Fees

Plan Specification & Review

	Hours	Rate	Billed Amount
Senior Project Manager William F. Hall II	4.50	181.00	814.50

Invoice total	814.50
---------------	--------

Invoice Summary

Description	Contract Amount	Current Billed	Prior Billed	Total Billed	Remaining
PLAN SPECIFICATION & REVIEW	23,500.00	814.50	3,688.00	4,502.50	18,997.50
COORDINATION WITH CITY STAFF	23,500.00	0.00	271.50	271.50	23,228.50
MISCELLANEOUS REIMBURSABLES	2,000.00	0.00	0.00	0.00	2,000.00
Total	49,000.00	814.50	3,959.50	4,774.00	44,226.00

Grand Park BOT - OTR Services

Plan Specification & Review

Date Range from: 2/28/2026 to 3/27/2026

Employee/Activity

William F. Hall II

Work In Progress

Total	Billed	WIP Total	Billable	Deferred	Hold	Non Billable	Writeoff
4.50	4.50						
4.50	4.50						

Billable Time

Date	Total	Billed	WIP Total	Billable	Deferred	Hold	Non Billable	Writeoff
3/2/2026	0.50	0.50						
3/3/2026	0.50	0.50						
3/9/2026	1.50	1.50						
3/19/2026	1.50	1.50						
3/20/2026	0.50	0.50						
Total	4.50	4.50						



INVOICE

BILL TO:

City of Westfield
2728 E 171st Street
Westfield IN 46074
Attn: Lauren Wahl

DESCRIPTION	AMOUNT
Consulting Services April <ul style="list-style-type: none">• Consulting Services -<ul style="list-style-type: none">○ Artist Brokerage + Concept Presentations <p style="text-align: center;">THANK YOU FOR YOUR CONTINUED PATERNERSHIP!</p>	\$15,000
Please make all checks payable to: GANGGANG	
TOTAL	\$15,000

Invoice #**2381**
Date: **4.7.2026**
Net Terms: **NET30**

GANGGANG
Phone: 317-439-4090
Email: finance@ganggangculture.com // alan@ganggangculture.com

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



HARRY F. TODD

RYAN R. WILMERING

ADAM W. COLLINS

KATIE WELCH RARICK

HALEY L. SOSHNICK

MICHAEL S. WALLACK
OF COUNSELGEORGE W. SOMERS
EMERITUSBARRY Z. WALLACK
(1941-2025)KARL P. HAAS
(1960-2017)

City of Westfield

Billing Statement Summary

March 31, 2026

	Matter	Invoice Date	Invoice#	Current Fees	30 Days	Total Due
24012	COW-BW Jersey St	04/06/2026	39381	\$55.00		\$55.00
24023	COW-CommHosp	04/06/2026	39382	\$2,970.00		\$2,970.00
25010	COW-ECR	04/06/2026	39383	\$ 2,035.00		\$ 2,035.00
25011	COW-████████	04/06/2026	39384	\$605.00		\$605.00
24000	COW-General	04/06/2026	39385	\$5,445.00		\$5,445.00
25001	COW-GrPark	04/06/2026	39386	\$1,390.00		\$1,390.00
25003	COW-GrPBot	04/06/2026	39387	\$2,090.00		\$2,090.00
25001	COW-GrParkGen	04/06/2026	39388	\$ 660.00		\$ 660.00
25008	COW-HamCross	04/06/2026	39389	\$ 55.00		\$ 55.00
25005	COW-IceFac	04/06/2026	39390	\$5,610.00		\$5,610.00
24000	COW-Isotopia	04/06/2026	39391	\$ 55.00		\$ 55.00
24011	COW-JaffeDev	04/06/2026	39392	\$ 55.00		\$ 55.00
24000	COW-████████	04/06/2026	39393	\$55.00		\$55.00
24013	COW-Lantern	04/06/2026	39394	\$275.00		\$ 275.00
25006	COW-Level2	04/06/2026	39395	\$ 55.00		\$ 55.00
24000	COW-████████	04/06/2026	39396	\$ 385.00		\$ 385.00
25009	COW-MarketCt	04/06/2026	39397	\$ 440.00		\$440.00
24010	COW-MillSt	04/06/2026	39398	\$ 770.00		\$ 770.00
24017	COW-ParkSt	04/06/2026	39399	\$1,155.00		\$1,155.00
25017	COW-Schaaf CPA	04/06/2026	39400	\$ 55.00		\$55.00
24005	COW-SocialSq	04/06/2026	39401	\$ 110.00		\$ 110.00
24000	COW-SpringMill	04/06/2026	39402	\$ 110.00		\$ 110.00
24020	COW-Union	04/06/2026	39403	\$ 146.76		\$146.76
24021	COW-Wheeler	04/06/2026	39404	\$ 55.00		\$ 55.00
			Totals:	\$24,636.76		\$24,636.76

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

Tel: 317.231.9000

Fax: 317.231.9900

**GRANT AGREEMENT
Isotopia**

This Grant Agreement (Isotopia) is executed this 20th day of February, 2026 (the “**Effective Date**”), by and between the City of Westfield Redevelopment Commission (“**RDC**”), and Downtown Westfield Community Development Corporation (“**DWCDC**”).

Recitals

WHEREAS, RDC and the Developer have entered into the Project Agreement

WHEREAS, pursuant to the Project Agreement: (a) the Developer has agreed to construct and complete the Project upon the Project Site; and (b) RDC has agreed to cause DWCDC to grant to the Developer the RDC Grant Funds;

WHEREAS, pursuant to IC § 36-7-14-12.2(a)(25), RDC may provide financial assistance to neighborhood development corporations to permit them to “construct, rehabilitate, or repair commercial property within the district”;

WHEREAS, the Project and the Project Site are commercial property within the “district”;

WHEREAS, RDC seeks to: (a) have DWCDC grant to the Developer the RDC Grant Funds to construct, rehabilitate, and/or repair the Project and/or the Project Site; and (b) grant to DWCDC an amount sufficient to reimburse DWCDC for the RDC Grant Funds granted to the Developer, to permit DWCDC to construct, rehabilitate, and/or repair commercial property within the district;

WHEREAS, subject to the terms and conditions of this Agreement, DWCDC has agreed to: (a) grant to the Developer the RDC Grant Funds; and (b) accept the Grant from RDC; and

WHEREAS, the parties wish to enter into this Agreement.

Agreement

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are acknowledge hereby, the parties agree to the terms and conditions of this Agreement.

1. Definitions.

City shall mean the City of Westfield, Indiana.

RDC Grant Funds shall mean a contribution to the Project in the amount of \$925,000.00. The RDC Grant Funds are the “Incentives” under the Project Agreement.

Cure Period shall mean a period of 20 days after a party failing to perform or observe any term or condition of this Agreement to be performed or observed by it receives notice specifying the nature of the failure; provided that, if the failure is of such a nature that it cannot be remedied within 20 days, despite reasonably diligent efforts, then the 20-day period shall be extended as reasonably may be necessary for the defaulting party to remedy the failure, so long as the defaulting party: (a) commences to remedy the failure within the 20-day period; and (b) diligently pursues such remedy to completion.

Developer shall mean Isotopia USA Inc., an Indiana corporation, or its assignee pursuant to the terms and conditions of the Project Agreement.

Event of Default shall have the meaning set forth in Section 8.

Executive Director shall mean the executive director of RDC, currently Jenell Fairman.

Grant shall mean one or more grants to DWCDC in the aggregate amount of \$925,000.00 pursuant to the terms and conditions of this Agreement.

Laws shall mean all applicable laws, statutes, and/or ordinances, and any applicable governmental and judicial rules, regulations, guidelines, judgments, orders, and/or decrees.

Project shall mean a \$17,450,000 capital investment and related improvements to be constructed and/or installed on the Project Site. The Project is the "Project" under the Project Agreement.

Project Agreement shall mean, collectively: (a) that certain Project Agreement (Isotopia New Facility Project) by and between RDC and the Developer dated June 4, 2024, as amended from time to time; and (b) that certain Reimbursement Agreement (Isotopia New Facility Project) by and between RDC and the Developer dated June 4, 2024, as amended from time to time.

Project Site shall mean that certain real estate generally located at 17075 Oak Ridge Road in Westfield, Indiana. The Project Site is the "Project Site" under the Project Agreement.

2. RDC Grant Funds. Upon the request by, and at the direction of, the Executive Director, DWCDC shall grant to the Developer the RDC Grant Funds out of funds currently available to DWCDC.

3. Grant. Subject to the terms and conditions of this Agreement: (a) RDC shall make the Grant to DWCDC; and (b) DWCDC shall accept the Grant from RDC. The Grant shall be used by DWCDC to construct, rehabilitate, and/or repair commercial property within the district, which, for the avoidance of doubt, may include use as the RDC Grant Funds.

4. Designation by Executive Director. Whenever this Agreement permits or contemplates a matter to be designated by the Executive Director, such designation shall be conclusively evidenced by a writing signed by the Executive Director, which may include, without limitation, execution of an agreement or instrument between or among RDC and the Developer.

5. Representations. Each of the undersigned persons executing this Agreement on behalf of RDC and DWCDC represents and certifies that: (i) he or she is empowered and authorized by all necessary action of RDC and DWCDC, respectively, to execute and deliver this Agreement; (ii) he or she has full capacity, power, and authority to enter into and carry out this Agreement; (iii) the execution, delivery, and performance of this Agreement have been authorized by RDC and DWCDC, respectively; (iv) this Agreement is the legal, valid, and binding obligation of RDC and DWCDC, respectively; and (v) neither the execution and delivery of this Agreement by RDC and DWCDC, respectively, nor the performance by such entity of its obligations hereunder: (A) violates any Law or the terms and conditions of any indenture, material agreement, or other instrument to which RDC or DWCDC, as the case may be, is a party, or by which RDC or DWCDC, as the case may be, or any of its properties or assets is bound; (B) conflicts with, results in a breach of, or constitutes a default under any such indenture, agreement, or other instrument; or (C) results in the creation or imposition of any prohibited lien, charge, or encumbrance of any nature upon any of the properties or assets of RDC or DWCDC, as the case may be.

6. Events of Default. It shall be deemed to be an "Event of Default" of RDC or DWCDC if such party fails to observe or perform any term or condition of this Agreement to be observed or performed by it, and such failure continues beyond the Cure Period.

7. Remedies. If there is an Event of Default, then the non-defaulting parties, without further notice or demand, may: (a) enjoin the failure or specifically enforce the performance of such obligation; (b) perform the obligation that the defaulting party has failed to perform; provided that the performance by a non-defaulting party of such obligation shall not be construed to be a waiver of the Event of Default; or (c) exercise any rights and remedies available to it at law or in equity.

8. Notices. All notices permitted or required to be given hereunder shall be in writing, and shall be deemed to be delivered when: (a) delivered personally; or (b) sent by national overnight delivery service, with confirmation of receipt, addressed as follows: to RDC at 2728 East 171st Street, Westfield, Indiana 46074, Attn: Executive Director; and to DWCDC at 2728 East 171st Street, Westfield, Indiana 46074, Attn: President. Any party may change its address for notice by written notice delivered to the other parties as provided above.

9. Miscellaneous. This Agreement shall not be assigned without the prior consent of the other party, which consent may be withheld in such party's sole discretion. This Agreement shall inure to the benefit of, and be binding upon, RDC and DWCDC and their respective successors and assigns. This Agreement shall not be construed to create a contractual relationship with, give rights or benefits to, or create a cause of action in favor of, anyone other than the parties hereto. This Agreement may be modified only by a written agreement signed by all of the parties. The invalidity, illegality, or unenforceability of any one or more of the terms and conditions of this Agreement shall not affect the validity, legality, or enforceability of the remaining terms and conditions hereof. This Agreement may be executed in separate counterparts, each of which shall be an original, but all of which together shall constitute a single instrument. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Indiana. All proceedings arising in connection with this Agreement shall be tried and litigated only in the state courts in Hamilton County, Indiana, or the federal courts with venue that includes Hamilton County, Indiana. Each party waives, to the extent permitted under applicable law: (a) the right to a trial by jury; and (b) any right that it may have to: (i) assert the doctrine of "forum non conveniens"; or (ii) object to venue. If this Agreement is executed in multiple counterparts, then all counterparts taken together shall constitute this Agreement. A facsimile counterpart of this Agreement shall be sufficient to evidence the binding agreement of each party to the terms hereof.

[Signature page to follow.]

IN WITNESS WHEREOF, RDC and DWCDC have executed this Agreement as of the Effective Date.

RDC:

THE CITY OF WESTFIELD REDEVELOPMENT COMMISSION

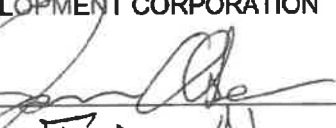
By:  _____
Chip Parsley, Vice President

And

By:  _____
Jenell Fairman, Executive Director

DWCDC:

DOWNTOWN WESTFIELD COMMUNITY DEVELOPMENT CORPORATION

By:  _____

Printed: Jim Ake _____

Title: President _____

WESTFIELD, INDIANA
2026 Spending Plan

Receipts	RDC Capital	East Side	Aurora	Front Street	Grand Junction	Osborne Trails	Osborne Trails South	Englewood	SEP	Spring Mill Centre	Spring Mill Station SMC	Mainstreet	14th Street	Clebit	Spring Mill Station	Union Square	Wheeler Landing	Park Street	Southpark	Grand Totals
General Fund Transfer	\$5,136,397	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$5,136,397
TRF Distribution	0	2,818,130	379,290	112,310	4,397,170	1,697,100	59,710	3,070,890	277,190	122,990	30,020	2,186,980	1,174,700	190,450	1,426,810	322,450	1,064,150	2,410	19,370	19,291,500
Trayper Payment	0	0	0	290,821	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	290,821
Total Receipts	\$5,136,397	\$2,818,130	\$379,290	\$403,131	\$4,397,170	\$1,697,100	\$59,710	\$3,070,890	\$277,190	\$122,990	\$30,020	\$2,186,980	\$1,174,700	\$190,450	\$1,426,810	\$322,450	\$1,064,150	\$2,410	\$19,370	\$24,718,718
Debit Service																				
Capital Projects	\$3,500,000	\$0	\$1,000,000	\$0	\$0	\$915,000	\$0	\$0	\$0	\$0	\$0	\$2,000,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$7,415,000
Legal	450,000	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	450,000
Services	920,000	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	920,000
Tuition Fee	12,955,000	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	13,880,000
Grants	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Subtotal	17,825,000	0	1,000,000	0	0	915,000	0	0	0	0	0	2,000,000	0	0	0	0	0	0	0	22,674,500

2012B TRF Bonds (Mainstreet)*	0	0	0	0	0	0	0	0	0	0	0	98,097	0	0	0	0	0	0	0	98,097
2015 Tax, ED Bonds (Newmarket)*	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	175,438
2016 TRF Bonds (East Side)	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	348,990
2017 TRF Bonds (East Side)	0	607,290	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	607,290
2020 TRF Bonds (Grand Park)	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1,740,000
2020 TRF Bonds (SEP)*	0	0	0	0	0	0	0	0	221,752	0	0	0	0	0	0	0	0	0	0	221,752
2021 TRF Bonds (Wheeler Landing)*	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	485,550
2022 TRF Bonds (Wheeler Landing)*	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	229,363
2022 TRF Bonds (Union Square)	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	900,000
2023 TRF Bonds (Front Street)*	0	0	0	386,000	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	386,000
2023 TRF Bonds (Grand Junction Plaza)	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	395,000
2024 TR Bonds (Grand Junction Plaza)	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	2,407,000
2024 TR Bonds (GPEC Refunding)	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1,745,000
2025 TR Bonds (Ambrose)*	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
2025 SCDL BANKS (GP-South Projects)	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Estimated 2025 AAB BAA Takeout	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	2,000,000
Subtotal	0	607,290	0	386,000	1,745,000	0	0	2,755,990	221,752	122,990	0	98,097	2,000,000	175,438	2,312,625	336,375	714,813	0	0	11,488,519
Total Disbursements	\$17,825,000	\$607,290	\$1,000,000	\$386,000	\$2,871,500	\$0	\$0	\$2,755,990	\$221,752	\$122,990	\$0	\$2,008,097	\$2,000,000	\$175,438	\$2,312,625	\$336,375	\$719,913	\$0	\$0	\$34,161,019

Note: While the 2026 Spending Plan is intended to be a comprehensive list of all expected expenditures made from tax increment revenues, it is not unusual for unexpected opportunities to arise that may make it appropriate for the Redevelopment Commission to make expenditures not currently contemplated by this Spending Plan. Examples of these unexpected expenditures include (but are not limited to): debt refinancing or capitalizes on interest rate savings; economic development incentives to prospective companies; philanthropic gifts, state or federal grants, and matching funds for state or federal grants. In the event the need for an unanticipated expenditure arises, the Redevelopment Commission will submit the amended Spending Plan to the DCF following its adoption.

Disclosure: The 2026 Spending Plan does not include those newly created allocation areas that are not yet generating tax increment revenue. Those allocation areas (attached as Exhibit A) will be added to the Spending Plan as their respective developments being reaching partial completion thresholds and, therefore, generating tax increment revenue.

*Developer-backed bond payable from the tax increment generated by the project. While in most cases such bonds are not the financial obligation of the Redevelopment Commission should project tax increment be insufficient to fully cover the debt service payments, that is not always the case and each outstanding bond should be reviewed independently to determine its impact on the financial performance of the Redevelopment Commission.

RESOLUTION NO. 101-2024
A RESOLUTION OF
THE CITY OF WESTFIELD REDEVELOPMENT COMMISSION
REGARDING ISOTOPIA PROJECT AGREEMENT

WHEREAS, the City of Westfield, Indiana (the "City") is an Indiana municipal corporation; and

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

WHEREAS, Isotopia USA Inc. and/or its affiliate ("Developer"), owns or controls the real estate located at 17075 Oak Ridge Road, Westfield, Indiana (the "Project Site"); and

WHEREAS, Developer has proposed developing and/or redeveloping the Project Site as a corporate office and light industrial and manufacturing facility and related improvements (collectively, the "Project"); and

WHEREAS, Developer has requested assistance toward the construction and/or rehabilitation of the Project and/or the Project Site; and

WHEREAS, Developer has acknowledged and represented to the Commission that the Project would not be constructed and completed but for such assistance; and

WHEREAS, pursuant to Indiana Code 36-7-14-12.2(25), the Commission may provide financial assistance (including grants and loans) to neighborhood development corporations to permit them to "construct, rehabilitate, or repair commercial property within the district"; and

WHEREAS, Downtown Westfield Community Development Corporation ("DWCDC") is a nonprofit corporation organized and operating pursuant to the provisions of the Indiana Nonprofit Act of 1991, as amended, Indiana Code 23-17; and

WHEREAS, DWCDC is a "neighborhood development corporation" for purposes of Indiana Code 36-7-14-12.2(25); and

WHEREAS, the Project Site is within the "district" for purposes of Indiana Code 36-7-14-12.2(25); and

WHEREAS, the Commission has determined that, to the extent DWCDC determines that it is in the best interests of DWCDC and the City to assist the Commission in the redevelopment of the Project Site, it is now in the best interests of the Commission to enter into: (a) an agreement (the "Project Agreement") with Developer pursuant to which: (i) the Commission will coordinate with DWCDC a grant to Developer in an amount not to exceed \$925,000.00 to construct and/or rehabilitate the Project and/or the Project Site; (ii) Developer

will construct and complete the Project; and (b) an agreement (the "Grant Agreement") with DWCDC pursuant to which: (i) DWCDC, in coordination with the Commission and consistent with the Project Agreement, will make a grant to Developer in an amount not to exceed \$925,000.00 to construct and/or rehabilitate the Project and/or the Project Site; and (ii) the Commission will provide one or more grants (the "Grants") to DWCDC in a total amount up to the amount granted by DWCDC to Developer, payable and/or reimbursable from the tax increment received by the Commission from the Project and the Project Site or other eligible funds of the Commission; all as authorized by Indiana Code 36-7-14-12.2 and other applicable law.

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

1. The foregoing Recitals are fully incorporated herein by this reference.
2. The Commission, to the extent DWCDC determines that it is in the best interests of DWCDC and the City to assist the Commission in the redevelopment of the Project Site, will execute and deliver the Grant Agreement and the Project Agreement, which Project Agreement shall: (a) provide for: (i) the Commission's coordination with DWCDC of a grant to Developer in an amount not to exceed \$925,000.00 to construct and/or rehabilitate the Project and/or the Project Site; (ii) Developer's construction and completion of the Project; and (iii) certain financial clawback rights in favor of the Commission of the grants from DWCDC to Developer if Developer fails to meet certain investment, jobs, and/or wage targets, as agreed by the parties; and (b) include such other terms, and be otherwise in a form, approved by, and satisfactory to, the President and Executive Director of the Commission, which approval and satisfaction shall be conclusively evidenced by the execution and delivery thereof by the President, Vice President, Secretary, and/or Executive Director of the Commission.
3. The Commission will execute and deliver such instruments, certificates, and other agreements and documents, and perform and observe such other actions, covenants, and obligations, as necessary or desirable in connection with the Project Agreement and/or the Grant Agreement.
4. Each agreement, instrument, certificate, and other document contemplated by this Resolution to be executed and delivered by the Commission shall be in a form approved by, and satisfactory to, the President and Executive Director of the Commission, which approval and satisfaction shall be conclusively evidenced by the execution and delivery thereof by the President, Vice President, Secretary, and/or Executive Director of the Commission.
5. The President and Executive Director of the Commission are authorized to execute and deliver all of the agreements, instruments, certificates, and other documents contemplated by this Resolution to be executed and delivered by the Commission. In the absence of the President and/or Executive Director, the Vice

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

Adopted this 20th day of February, 2024.


**CITY OF WESTFIELD
REDEVELOPMENT COMMISSION**




President Joseph Plankys

/s/ Jon Dart

Vice President Jon Dart



Secretary Brian Tomamichel



Member Brian Pawlowski



Member Larry Kemper

Debra Tolley

From: Marla Ailor
Sent: Thursday, March 19, 2026 1:56 PM
To: Jenell Fairman; Rachel Baker; Micha Farrar; Debra Tolley; Kerri Gagnon
Cc: Kelley Kemper; Chuck Haberman
Subject: RE: Isotopia - RDC Grant to DWCDC

Hi Jenell,

Although you were included on my earlier email, I wanted to outline the process we'll be following to move this forward.

Rachel will update the spending plan, Micha will update the budget in NAV, @Debra Tolley will process the claim, and—upon approval— @Kerri Gagnon will process the wire.

Our internal controls require that these steps be completed in this sequence. We appreciate the sense of urgency and will move this along as quickly as possible once the necessary items are in place.

Thank you,



MARLA AILOR
ACPFIM, Clerk Treasurer
317-804-3029

westfieldin.gov
130 Penn Street, Westfield IN 46074

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

From: Jenell Fairman <jfairman@westfield.in.gov>
Sent: Thursday, March 19, 2026 9:18 AM
To: Rachel Baker <rbaker@westfield.in.gov>; Marla Ailor <mailor@westfield.in.gov>; Micha Farrar <mfarrar@westfield.in.gov>
Cc: Kelley Kemper <kkemper@westfield.in.gov>; Chuck Haberman <chaberman@westfield.in.gov>
Subject: RE: Isotopia - RDC Grant to DWCDC

Marla,

Would you please send the grant to the new DWCDC account held at The Farmers Bank? We are in the process of transitioning over and closing the Huntington accounts soon.

Thanks!



JENELL FAIRMAN

Executive Chief of Economic and Community Development
317-663-9530

westfieldin.gov

2728 E 171st St., Westfield IN 46074

[Send Me a File](#)

[What's Building Here?](#)

[What's Happening Here?](#)

From: Rachel Baker <rbaker@westfield.in.gov>

Sent: Thursday, March 19, 2026 9:13 AM

To: Marla Ailor <mailor@westfield.in.gov>; Micha Farrar <mfarrar@westfield.in.gov>

Cc: Jenell Fairman <jfairman@westfield.in.gov>; Kelley Kemper <kkemper@westfield.in.gov>; Chuck Haberman <chaberman@westfield.in.gov>

Subject: Isotopia - RDC Grant to DWCDC

Good morning,

We are ready to initiate a transfer of grant dollars for the Isotopia project from the RDC to the DWCDC. The total amount to be transferred from 305-018-241 to DWCDC is \$925,000.00. I've attached the following authorizing documents:

- Resolution signed by the RDC authorizing the grant to the DWCDC
- Most recent spending plan approved by the RDC showing \$925,000.00 grant distribution from Fund 305 Grand Junction
- Signed agreement between the RDC and DWCDC related to the grant for \$925,000.00

Let me know if you need me to resend wiring instructions to the DWCDC.

Thank you,

Rachel



RACHEL BAKER

Redevelopment Manager
Economic Development
317-391-9773

westfieldin.gov

2728 E 171st St., Westfield IN 46074

[Send Me a File](#)

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Pat Leuteritz

From: Justin Jones
Sent: Wednesday, March 25, 2026 7:16 AM 305018474
To: Pat Leuteritz
Subject: FW: You received a new invoice (#251242)

Can you submit this for payment please, it is for a curb cut at the new temporary parking lot on Park St.

Thank you,



JUSTIN JONES
Streets Superintendent
Public Works
317-804-3145

westfieldin.gov
2728 East 171st Street, Westfield IN 46074

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

From: Precision Concrete, Inc <messenger@messaging.squareup.com>
Sent: Tuesday, March 24, 2026 1:22 PM
To: Justin Jones <jejones@westfield.in.gov>
Subject: You received a new invoice (#251242)



Precision Concrete, Inc

New Invoice

\$1,450.00

Due on March 24, 2026

Pay Invoice

**Westfield, IN - INVOICE 251242 for the City of Westfield -
Precision Concrete Cutting**

Invoice #251242

March 24, 2026

Customer

Westfield, City of

jejones@westfield.in.gov

Date of service

December 24, 2025

[Download Invoice PDF](#)

Message

Justin,

Attached is the invoice for the Trip Hazard Removal we performed for the City of Westfield during the month of December for your review/approval. The INVOICE SUMMARY (page 1) is the document for accounts payable approval. The INVOICE DETAIL (pages 2 thru 3) includes detail by address/location and is being sent to you for your records and audit.

Work was completed in December.

In Summary, we have improved the walkability and safety for sites in the City of Westfield (Curb-cut) and provided a savings vs. replacements for the City of Westfield.

THANK YOU for the opportunity to do work for the City of Westfield.

Regards, Bonnie

PCC Indiana / Michigan, Administration Office
Precision Concrete, Inc.
1896 Goldeneye Drive
Holland MI 49424

Phone: 616.403.1140
FAX: 616.582.5951
PCCBonnie@outlook.com

Invoice summary

Cutting	\$1,450.00
<i>17 Linear Feet of Curb Remediation</i>	

Subtotal	\$1,450.00
----------	------------

Total Due	\$1,450.00
------------------	-------------------

Attachments

INVOICE 251242 City of Westfield.pdf

[View Attachments](#)

Precision Concrete, Inc

pccbonnie@outlook.com

(616) 403-6665

Please contact Precision Concrete, Inc about its privacy practices.





Shelby Gravel, Inc. billing for:

P.O. Box 242
Shelbyville, IN 46176

INVOICE 934455

Customer #	Invoice Date	Due Date
WEST22	3/15/26	4/14/26

WESTFIELD PUBLIC WORKS
2706 EAST 171ST STREET
WESTFIELD, IN 46074

305018474

Remit Total to:	
Mail Checks to: Shelby Gravel, Inc. P.O.Box 242 Shelbyville, IN 46176	ACH Payment: Routing: 042200910 Account: 5312804346 Remittance Advice: ar@shelbymaterials.com

Job: 000375 - 326 PARK ST.

Ticket Date	Ticket Number	DESCRIPTION	UOM	QTY	Shelby Materials			Total
					Price	Ext	TAX	
3/13/26	021-223291	INDOT CLASS A	CY	6.00	\$199.00	\$1,194.00	\$0.00	\$1,194.00
3/13/26	021-223291	WASH OUT BAGS	EA	1.00	\$40.00	\$40.00	\$0.00	\$40.00
3/13/26	021-223291	WINTER SERVICE	CY	6.00	\$5.00	\$30.00	\$0.00	\$30.00
3/13/26	021-223291	FUEL SURCHARGE	LD	1.00	\$9.00	\$9.00	\$0.00	\$9.00
3/13/26	021-223295	INDOT CLASS A	CY	6.00	\$199.00	\$1,194.00	\$0.00	\$1,194.00
3/13/26	021-223295	WASH OUT BAGS	EA	1.00	\$40.00	\$40.00	\$0.00	\$40.00
3/13/26	021-223295	WINTER SERVICE	CY	6.00	\$5.00	\$30.00	\$0.00	\$30.00
3/13/26	021-223295	FUEL SURCHARGE	LD	1.00	\$9.00	\$9.00	\$0.00	\$9.00

Recap By Product

Product Description	Qty	Price	UOM	Pre Tax	Tax	TOTAL
INDOT CLASS A	12.00	199.00	CY	2,388.00	0.00	2,388.00
WASH OUT BAGS	2.00	40.00	EA	80.00	0.00	80.00
WINTER SERVICE	12.00	5.00	CY	60.00	0.00	60.00
FUEL SURCHARGE	2.00	9.00	LD	18.00	0.00	18.00

Shelby Materials	Total
------------------	-------

INVOICE 934455 TOTAL		
SUBTOTAL BEFORE TAX	\$2,546.00	\$2,546.00
TAX	\$0.00	\$0.00
TOTAL TO REMIT TO SHELBY GRAVEL, INC . .		\$2,546.00

INVOICE TERMS:

NET 30 DAYS- THERE WILL BE A FINANCE CHARGE OF 2.00% PER MONTH (24% PER ANNUM) ON ALL ACCOUNTS PAST 30 DAYS. ALL ACCOUNTS, WITHOUT PRIOR APPROVAL, WHICH HAVE OUTSTANDING BALANCES OVER 90 DAYS WILL BE TEMPORARILY PLACED ON C.O.D. THE ACCOUNT WILL REMAIN ON A C.O.D. BASIS UNTIL BALANCE IS PAID OR SUITABLE ARRANGEMENTS ARE MADE WITH THE CREDIT DEPARTMENT. ALL ACCOUNTS TURNED OVER FOR COLLECTION WILL INCUR REASONABLE ATTORNEY FEES AND COURT COSTS TO BE PAID BY THE PURCHASER WITH PROPER VENUE AS SHELBY COUNTY.



Confidence in the built environment.

15075 Allisonville Rd.
Noblesville, IN 46060

hwceengineering.com

A & F Engineering Co., LLC
8365 Keystone Crossing, Ste 201
Indianapolis, IN 46240

February 23, 2026
Invoice No: 2502-035-A - 0000007

Project 2502-035-A A&F- 191st St Corr Improv - SM Rd to GP
EMAIL INVOICE to Jeff <JHill@AF-Eng.com > and Amanda <AYater@AF-Eng.com >

Professional Services from September 08, 2025 to February 22, 2026

Phase	50	Project Management- LS	
Fee			
Total Fee	15,900.00		
Percent Complete	28.10	Total Earned	4,467.90
		Previous Fee Billing	4,000.00
		Current Fee Billing	467.90
		Total Fee	467.90
		Total this Phase	\$467.90

Phase	53	Roadway Design & Plan Dev East- LS	
Task	531	Stage 1- LS	
Fee			
Total Fee	51,000.00		
Percent Complete	100.00	Total Earned	51,000.00
		Previous Fee Billing	20,400.00
		Current Fee Billing	30,600.00
		Total Fee	30,600.00
		Total this Task	\$30,600.00
		Total this Phase	\$30,600.00

Phase	55	Utility Coordination- LS	
Fee			
Total Fee	28,000.00		
Percent Complete	8.60	Total Earned	2,408.00
		Previous Fee Billing	1,735.00
		Current Fee Billing	673.00
		Total Fee	673.00
		Total this Phase	\$673.00
		TOTAL THIS INVOICE	\$31,740.90



GRAND PARK BOT - GMP #1

APPLICATION AND CERTIFICATION FOR PAYMENT

2

DATE: 3/31/2026

PROJECT NAME: D1 Baseball

(a) (b)

(c)

(d)

(e)

(f)

(g)

(h)

Item No:	Description	Budget	Completed to Date	%	Previous Funded Total	Current Draw Request	Balance to Complete
D-1 BASESBALL DIAMOND, PARKING LOT, UNDERGROUND DETENTION & OVERALL CIVIL							
	Hard Cost	7,267,571.00	231,696.41	3%	231,696.41	0.00	7,035,874.59
	Architecture, Engineering, Civil, Survey	190,750.00	175,701.86	92%	47,406.80	128,295.06	15,048.14
	Plats D-1	15,000.00	0.00	0%	0.00	0.00	15,000.00
	Design Contingency (5%)	10,288.00	0.00	0%	0.00	0.00	10,288.00
	Professional Service Direct Cost	202,606.00	184,371.46	91%	182,345.40	2,026.06	18,234.54
	Developer Overhead & Fee (4%)	307,449.00	23,670.78	8%	18,457.94	5,212.84	283,778.22
	Total New D-1 Baseball	7,993,664.00	615,440.51	8%	479,906.55	135,533.96	7,378,223.49
	TOTAL COST	7,993,664.00	615,440.51	8%	479,906.55	135,533.96	7,378,223.49

Reviewed and Recommended for payment processing: Deb Kunce 4/13/26

Grand Park BOT

Application #2

Period To 3/31/2026

Project

Invoice Date Invoice #

Vendor

Invoice Amount

Cost Category

GMP 1 - D-1 Baseball	3/10/2026	202242	Structurepoint Inc.	49.16	Site/Civil Design, Surveys
GMP 1 - D-1 Baseball	2/18/2026	201583	Structurepoint Inc.	33,085.18	Site/Civil Design, Surveys
GMP 1 - D-1 Baseball	1/15/2026	200154	Structurepoint Inc.	9,600.72	Site/Civil Design, Surveys
GMP 1 - D-1 Baseball	11/24/2025	198337	Structurepoint Inc.	85,560.00	Site/Civil Design, Surveys
GMP 1 - D-1 Baseball	3/31/2026	20260331 D1 Baseball	Keystone Realty Group	2,026.06	Professional Service Direct Cost
GMP 1 - D-1 Baseball	3/31/2026	20260331 D1 Baseball	Keystone Realty Group	5,212.84	Developer Overhead & Fee (4%)

GMP 1 - D-1 Baseball Subtotal

\$ 135,533.96



AMERICAN
STRUCTUREPOINT
INC.

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

March 10, 2026
Invoice No: 202242

Kelly Mulder
Keystone Group LLC
47 South Pennsylvania Street
Indianapolis, IN 46204

Total Due This Invoice (see breakdown below):	\$49.16
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Project 0002024.01793.0002 Grand Park Championship Baseball Field
Services from February 1, 2026 through February 28, 2026

Phase 99999 Reimbursable Expenses

Reimbursable Expenses

Licenses and Fees	15.16	
Postage & Shipping	34.00	
Reimbursables Total	49.16	49.16

Billing Limits

	Current	Previous	Total
Total Billings	49.16	445.90	495.06
Maximum			5,000.00
Under Maximum			4,504.94

TOTAL THIS PHASE: \$49.16

TOTAL DUE THIS INVOICE \$49.16

Very truly yours,

Kylie Bright-Schuler

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



AMERICAN
STRUCTUREPOINT
INC.

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

February 18, 2026
Invoice No: 201583

Kelly Mulder
Keystone Group LLC
47 South Pennsylvania Street
Indianapolis, IN 46204

Total Due This Invoice (see breakdown below):	\$33,085.18
--	--------------------

Project 0002024.01793.0002 Grand Park Championship Baseball Field
Services from January 1, 2026 through January 31, 2026

Phase	00400	Site/Permit Construction Plans				
Fee						
Phase	Fee	Percent Complete	Fee Earned	Prior Billing	Current Fee	
	79,400.00	85.00	67,490.00	59,550.00	7,940.00	
Total Fee	79,400.00		67,490.00	59,550.00	7,940.00	
			Total Fee			7,940.00
				TOTAL THIS PHASE:		\$7,940.00

Phase	00500	Landscape Architecture				
Fee						
Phase	Fee	Percent Complete	Fee Earned	Prior Billing	Current Fee	
	63,200.00	100.00	63,200.00	47,400.00	15,800.00	
Total Fee	63,200.00		63,200.00	47,400.00	15,800.00	
			Total Fee			15,800.00
				TOTAL THIS PHASE:		\$15,800.00

Phase	00600	Structural Design				
Fee						
Phase	Fee	Percent Complete	Fee Earned	Prior Billing	Current Fee	
	18,500.00	100.00	18,500.00	9,250.00	9,250.00	
Total Fee	18,500.00		18,500.00	9,250.00	9,250.00	
			Total Fee			9,250.00

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

Project	0002024.01793.0002	Grand Park Championship Baseball Field	Invoice	201583
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TOTAL THIS PHASE: \$9,250.00

Phase	99999	Reimbursable Expenses
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Reimbursable Expenses

Licenses and Fees			27.50	
Postage & Shipping			67.68	
		Reimbursables Total	95.18	95.18

Billing Limits

	Current	Previous	Total	
Total Billings	95.18	350.72	445.90	
Maximum			5,000.00	
Under Maximum			4,554.10	

TOTAL THIS PHASE: \$95.18

TOTAL DUE THIS INVOICE \$33,085.18

Very truly yours,

Kylie Bright-Schuler

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

Billing Backup

Friday, April 10, 2026

American Structurepoint, Inc.

Invoice 201583 Dated 2/18/2026

1:02:06 PM

Project	0002024.01793.0002	Grand Park Championship Baseball Field		
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Phase	99999	Reimbursable Expenses		
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Reimbursable Expenses

Licenses and Fees

132987	1/27/2026	HAMILTON COUNTY RECORDER'S OFFICE / Chk Req 12111 Hamilton Co. Recorder's Fee for Non-Enforcement Agreement / Invoice: Rec Fee_CR12111, 1/28/2026	27.50	
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Postage & Shipping

133208	2/4/2026	NOW Courier, Inc. / 012726 Shipment to City of Noblesville, 1 North 8th St Noblesville Township 4606 / Invoice: 56838-1975, 2/1/2026	33.84	
133212	2/4/2026	NOW Courier, Inc. / 013026 Shipment to City of Noblesville, 1 North 8th St Surveyors Office, Noblesv / Invoice: 56838-1975 D, 2/1/2026	33.84	

Reimbursables Total	95.18		95.18
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TOTAL THIS PHASE: \$95.18

TOTAL THIS SUB-PROJECT: \$95.18

Total this Report \$95.18

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



AMERICAN
STRUCTUREPOINT
INC.

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

January 15, 2026
Invoice No: 200154

Kelly Mulder
Keystone Group LLC
47 South Pennsylvania Street
Indianapolis, IN 46204

Total Due This Invoice (see breakdown below): \$9,600.72

Project 0002024.01793.0002 Grand Park Championship Baseball Field
Services from December 1, 2025 through December 31, 2025

Phase	00600	Structural Design				
Fee						
Phase		Percent Fee Complete	Fee Earned	Prior Billing	Current Fee	
		18,500.00	50.00	9,250.00	0.00	9,250.00
Total Fee		18,500.00		9,250.00	0.00	9,250.00
Total Fee						9,250.00
TOTAL THIS PHASE:						\$9,250.00

Phase	99999	Reimbursable Expenses					
Reimbursable Expenses							
					302.50		
					15.40		
					32.82		
		Reimbursables Total				350.72	350.72
Billing Limits							
			Current	Previous	Total		
Total Billings			350.72	0.00	350.72		
Maximum					5,000.00		
Under Maximum					4,649.28		
TOTAL THIS PHASE:						\$350.72	
TOTAL DUE THIS INVOICE						\$9,600.72	

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

Very truly yours,

Kylie Bright-Schuler

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



AMERICAN
STRUCTUREPOINT
INC.

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

November 24, 2025
Invoice No: 198337

Kelly Mulder
Keystone Group LLC
47 South Pennsylvania Street
Indianapolis, IN 46204

Total Due This Invoice (see breakdown below): \$85,560.00

Project 0002024.01793.0002 Grand Park Championship Baseball Field
Services from October 1, 2025 through October 31, 2025

Phase	00400	Site/Permit Construction Plans				
Phase	Fee	Percent Complete	Fee Earned	Prior Billing	Current Fee	
	79,400.00	75.00	59,550.00	11,910.00	47,640.00	
Total Fee	79,400.00		59,550.00	11,910.00	47,640.00	
Total Fee						47,640.00
TOTAL THIS PHASE:						\$47,640.00

Phase	00500	Landscape Architecture				
Phase	Fee	Percent Complete	Fee Earned	Prior Billing	Current Fee	
	63,200.00	75.00	47,400.00	9,480.00	37,920.00	
Total Fee	63,200.00		47,400.00	9,480.00	37,920.00	
Total Fee						37,920.00
TOTAL THIS PHASE:						\$37,920.00
TOTAL DUE THIS INVOICE						\$85,560.00

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

Project	0002024.01793.0002	Grand Park Championship Baseball Field	Invoice	198337
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Very truly yours,

Kylie Bright-Schuler

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costs/attorney costs may be charged if payment is not received within 60 days from the invoice date.



GRAND PARK BOT - GMP #2 Design Cost

APPLICATION AND CERTIFICATION FOR PAYMENT 2							
DATE: 3/31/2026		PROJECT NAME: GMP #2 Design Cost					
(a)	(b)	(c)	(d)	(e)	(f)	(g)	(h)
Item No:	Description	Budget	Completed to Date	%	Previous Funded Total	Current Draw Request	Balance to Complete
PARKING GARAGE							
	Architecture, Landscape, Engineering	626,500.00	135,745.61	22%	78,603.75	57,141.86	490,754.39
	Design Contingency (5%)	31,325.00	0.00	0%	0.00	0.00	31,325.00
	Professional Services	229,019.00	40,184.79	18%	28,733.84	11,450.95	188,834.21
	Developer Overhead & Fee (3%)	693,926.00	6,351.28	1%	4,293.50	2,057.78	687,574.72
	Total Parking Garage	1,580,770.00	182,281.68	12%	111,631.10	70,650.59	1,398,488.32
N-8 SITE WORK & UTILITIES							
	Phase I Environmental	2,900.00	2,900.00	100%	2,900.00	0.00	0.00
	Primary Plat	12,500.00	0.00	0%	0.00	0.00	12,500.00
	Geotech	26,000.00	26,000.00	100%	0.00	26,000.00	0.00
	100% Civil for Sitework, roads, sidewalks, LA, Utilities	390,000.00	8,990.00	2%	0.00	8,990.00	381,010.00
	Design Contingency (5%)	21,570.00	0.00	0%	0.00	0.00	21,570.00
	Professional Services Direct Cost	238,482.00	40,477.91	17%	28,553.81	11,924.10	198,004.09
	Developer Overhead & Fee (4%)	195,014.00	3,134.71	2%	1,258.15	1,876.56	191,879.29
	Total Overall Utilities N8 & Site Work	886,466.00	81,502.62	9%	32,711.97	48,790.66	804,963.38
	Overall Site/Civil/Utility/Traffic/Survey/Drainage						
	35% Civil Set	240,300.00	177,144.00	74%	164,880.00	12,264.00	63,156.00
	Utility Study / Traffic Study / Land Survey	190,700.00	150,970.60	79%	140,970.60	10,000.00	39,729.40
	Professional Service Direct Cost	227,420.00	204,678.00	90%	204,678.00	0.00	22,742.00
	Developer Overhead and Fee (4%)	26,337.00	21,311.70	81%	20,421.14	890.56	5,025.30
	Total Overall Site/Civil/Utilities/Traffic	684,757.00	554,104.30	81%	530,949.74	23,154.56	130,652.70
	Total N8 - Site Work & Utilities	1,571,223.00	635,606.92	40%	563,661.71	71,945.22	935,616.08
	TOTAL COST	3,151,993.00	817,888.60	26%	675,292.81	142,595.81	2,334,104.40

Reviewed and Recommended for payment processing: Deb Kunce 4/13/26

April 07, 2026
 Project No: 2025072.1
 Invoice No: 66035

Kelly Mulder
 Keystone Construction Corporation
 47 S Pennsylvania Street
 10th Floor
 Indianapolis 46204

Project 2025072.1 Keystone-Grand Park Parking Garage N8

For professional services rendered for the period February 01, 2026 to March 31, 2026 for the referenced project.

Billing Phase	Fee	Percent Complete	Earned	Previous Fee Billing	Current Fee Billing
Landscape					
Schematic Design	3,975.00	85.00	3,378.75	3,378.75	0.00
Credit of SD removed from CSO scope	-3,975.00	85.00	-3,378.75	0.00	-3,378.75
Total Landscape	0.00		0.00	3,378.75	-3,378.75
Architectural					
Schematic Design	19,500.00	100.00	19,500.00	16,575.00	2,925.00
Design Development	26,000.00	40.00	10,400.00	0.00	10,400.00
Const. Documents	58,500.00	0.00	0.00	0.00	0.00
Const. Administration	26,000.00	0.00	0.00	0.00	0.00
Total Architectural	130,000.00		29,900.00	16,575.00	13,325.00
Structural & MEP					
Schematic Design	69,000.00	100.00	69,000.00	58,650.00	10,350.00
Design Development	92,000.00	40.00	36,800.00	0.00	36,800.00
Const. Documents	207,000.00	0.00	0.00	0.00	0.00
Const. Administration	92,000.00	0.00	0.00	0.00	0.00
Total Structural & MEP	460,000.00		105,800.00	58,650.00	47,150.00
Total Fee	590,000.00		135,700.00	78,603.75	57,096.25
	Total Fee				57,096.25
			Total this Invoice		\$57,096.25

April 07, 2026
 Project No: 2025072.1
 Invoice No: 66036

Kelly Mulder
 Keystone Construction Corporation
 47 S Pennsylvania Street
 10th Floor
 Indianapolis 46204

Project 2025072.1 Keystone-Grand Park Parking Garage N8

For professional services rendered through March 31, 2026 for the referenced project.

Unit Billing

8.5 x 11 B/W COPIES	3.12	
15 x 21 BONDS	1.80	
11 x 17 COLOR COPIES	33.60	
8.5 x 11 COLOR COPIES	2.45	
11 x 17 B/W COPIES	3.20	
15 x 21 COLOR PLOTS	1.44	
Total Units	45.61	45.61
	Total this Invoice	\$45.61

Billing Backup

Tuesday, April 7, 2026

CSO ARCHITECTS, INC.

Invoice 66036 Dated 4/7/2026

9:38:43 AM

Project 2025072.1 Keystone-Grand Park Parking Garage N8

Unit Billing

8.5 x 11 B/W COPIES	3.12	
15 x 21 BONDS	1.80	
11 x 17 COLOR COPIES	33.60	
8.5 x 11 COLOR COPIES	2.45	
11 x 17 B/W COPIES	3.20	
15 x 21 COLOR PLOTS	1.44	
Total Units	45.61	45.61
	Total this Project	\$45.61
	Total this Report	\$45.61



6150 E. 75th Street | Indianapolis, IN 46250 | 317-576-8058

Keystone Realty Group
Kelly Mulder
49 S. Pennsylvania St, 10th Floor
Indianapolis, IN 46204

Invoice number 148609
Date 02/26/2026
Project 25-1724-01G Diamond 1 Garage
PM Ian Grafe

For Professional Services provided through 02/26/2026.

Patriot Proposal : P25-2314-01G

Description	Current Billed
Geotechnical Engineering Exploration	6,400.00
Private Utility Locate	1,600.00
Pressuremeter Testing	18,000.00
Total	26,000.00

Invoice total **26,000.00**

Interest charges of 1 1/2% per month will be applied to invoices not paid within 30 days.

For information regarding this invoice, please contact Samantha Gutierrez at 317-558-5031, SHenson@patrioteng.com.

Thank you. We appreciate your business!



AMERICAN
STRUCTUREPOINT
INC.

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

April 9, 2026
 Invoice No: 203297

Kelly Mulder
 Keystone Realty Group
 47 S. Pennsylvania St., 10th Floor
 Indianapolis, IN 46204

Total Due This Invoice (see breakdown below): \$8,990.00

Project 0002024.01793.0004 Grand Park Phase 1 Infrastructure

Services from March 1, 2026 through March 31, 2026

Phase 00200 Civil Design Development

Fee

Phase	Fee	Percent Complete	Fee Earned	Prior Billing	Current Fee
	89,900.00	10.00	8,990.00	0.00	8,990.00
Total Fee	89,900.00		8,990.00	0.00	8,990.00
Total Fee					8,990.00
TOTAL THIS PHASE:					\$8,990.00
TOTAL DUE THIS INVOICE					\$8,990.00

Very truly yours,

Kylie Bright-Schuler

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



AMERICAN
STRUCTUREPOINT
INC.

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

March 10, 2026
Invoice No: 202189

Kelly Mulder
Keystone Realty Group
47 S. Pennsylvania St., 10th Floor
Indianapolis, IN 46204

Total Due This Invoice (see breakdown below): \$7,665.00

Project 0002024.01793.0003 Grand Park Master Plan

Services from February 1, 2026 through February 28, 2026

Fee

Phase	Fee	Percent Complete	Fee Earned	Prior Billing	Current Fee
Topographic Survey	58,900.00	100.00	58,900.00	58,900.00	0.00
Private Utility Locate	11,600.00	100.00	11,600.00	11,600.00	0.00
Utility Basis of Design	25,500.00	100.00	25,500.00	25,500.00	0.00
Traffic Study	89,700.00	65.00	58,305.00	58,305.00	0.00
35% Preliminary Civil Engineering	114,400.00	95.00	108,680.00	102,960.00	5,720.00
35% Preliminary Stormwater Design	38,900.00	95.00	36,955.00	35,010.00	1,945.00
35% Preliminary Landscape Architecture	63,500.00	0.00	0.00	0.00	0.00
Gasline Pothole Data	13,500.00	100.00	13,500.00	13,500.00	0.00
CSA 2 - Primary Plat	12,500.00	0.00	0.00	0.00	0.00
Total Fee	428,500.00		313,440.00	305,775.00	7,665.00
			Total Fee		7,665.00
				TOTAL DUE THIS INVOICE	\$7,665.00

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

Very truly yours,

Ross Nixon

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



AMERICAN
STRUCTUREPOINT
INC.

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

April 9, 2026
 Invoice No: 203291

Kelly Mulder
 Keystone Realty Group
 47 S. Pennsylvania St., 10th Floor
 Indianapolis, IN 46204

Total Due This Invoice (see breakdown below): \$14,599.00

Project 0002024.01793.0003 Grand Park Master Plan

Services from March 1, 2026 through March 31, 2026

Fee

Phase	Fee	Percent Complete	Fee Earned	Prior Billing	Current Fee
Topographic Survey	58,900.00	100.00	58,900.00	58,900.00	0.00
Private Utility Locate	11,600.00	100.00	11,600.00	11,600.00	0.00
Utility Basis of Design	25,500.00	100.00	25,500.00	25,500.00	0.00
Traffic Study	89,700.00	65.00	58,305.00	58,305.00	0.00
35% Preliminary Civil Engineering	114,400.00	98.00	112,112.00	108,680.00	3,432.00
35% Preliminary Stormwater Design	38,900.00	98.00	38,122.00	36,955.00	1,167.00
35% Preliminary Landscape Architecture	63,500.00	0.00	0.00	0.00	0.00
Gasline Pothole Data	13,500.00	100.00	13,500.00	13,500.00	0.00
CSA 2 - Primary Plat	12,500.00	80.00	10,000.00	0.00	10,000.00
Total Fee	428,500.00		328,039.00	313,440.00	14,599.00
Total Fee					14,599.00
TOTAL DUE THIS INVOICE					\$14,599.00

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

Very truly yours,

Ross Nixon

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



DATE: March 31, 2026
Invoice # 20260331 GMP #2

Inv. Description: Grand Park BOT - GMP #1

Keystone Realty Group LLC
 47 S Pennsylvania St 10th Floor
 Indianapolis, Indiana 46204
 Tel: 317.636.2000
 Fax: 317.635.1100

Billed To: City of Westfield Redevelopment Commission

Cost Entry Description	Description	Amount
Professional Service Direct Costs	Parking Garage	11,450.95
Developer Overhead & Fee	Parking Garage	2,057.78
Professional Service Direct Costs	Overall Utilities	11,924.10
Developer Overhead & Fee	Overall Utilities	1,876.56
Developer Overhead & Fee	Overall Site	890.56

Please make checks payable to Keystone Realty Group LLC
 Mail to: 47 S Pennsylvania St, 10th Floor, Indianapolis, IN 46204

TOTAL DUE \$ **28,199.95**
Due Date March 31, 2026

EXHIBIT A
FORM OF REQUEST
DISBURSEMENT OF FUNDS
FROM PROJECT FUND

Requisition No. 3

Pursuant to the Trust Indenture dated as of June 1, 2025 (the “Indenture”), between the City of Westfield Redevelopment Authority and The Huntington National Bank, as trustee (the “Trustee”), the undersigned requests the Trustee to pay the expenses listed on Exhibit A attached hereto in the aggregate sum of \$278,129.77 out of moneys deposited in the 2025A Construction Account of the Project Fund under the Indenture. The undersigned, in connection with the foregoing request, hereby certifies that:

- (1) The costs of an aggregate amount set forth herein have been made or incurred and were necessary for the Projects or the issuance of the Notes;
- (2) The amount paid or to be paid, as set forth herein, is reasonable and represents a part of the amount payable for the Projects or the issuance of the Notes, and such payment was not paid in advance of the time, if any, fixed for payment and was made in accordance with the terms of any contracts applicable thereto and in accordance with usual and customary practice under existing conditions;
- (3) No part of such costs has been included in any Requisition previously filed with the Trustee under the provisions of the Indenture; and
- (4) Such costs are appropriate for the expenditure of proceeds of the Notes.

This statement and Exhibit A shall be conclusive evidence of the facts and statements set forth herein and shall constitute full warrant and protection to the Trustee for its actions taken pursuant hereto.

This document evidences the approval of the undersigned of the payments hereby requested and the certification of the undersigned with respect to the matters herein contained.

All terms used herein, which are not otherwise defined herein, shall have the meanings set forth in the Indenture.

Dated this 20th day of April, 2026.

AUTHORIZED REPRESENTATIVE
UNDER THE INDENTURE

CITY OF WESTFIELD, INDIANA

EXHIBIT A

<u>Payee</u>	<u>Purpose</u>	<u>Amount</u>
Keystone Realty Group	GMP#1 D-1 Baseball Diamond, Parking Lot, Underground Detention, and Overall Civil	\$135,533.96
Keystone Realty Group	GMP #2 Design Cost	\$142,595.81
Total:		\$278,129.77

**WESTFIELD REDEVELOPMENT COMMISSION
RESOLUTION NO. 08-2026**

**RESOLUTION OF THE WESTFIELD REDEVELOPMENT COMMISSION PLEDGING
CERTAIN TAX INCREMENT REVENUES TO THE PAYMENT OF ECONOMIC
DEVELOPMENT REVENUE BONDS OF THE CITY OF WESTFIELD, INDIANA
(PARK & POPLAR PROJECT)**

WHEREAS, the Westfield Redevelopment Commission (the “Commission”), governing body of the City of Westfield Department of Redevelopment (the “Department”), has created the Park & Poplar Allocation Area (the “Allocation Area”) within the existing East Side Economic Development Area for purposes of the allocation and distribution of property taxes under IC 36-7-14-39, and has created the Park & Poplar Allocation Fund (the “Allocation Fund”) pursuant to IC 36-7-14-39; and

WHEREAS, Park and Poplar LLC, or an affiliate thereof (collectively, the “Company”) intends to finance all or a portion of the costs of the design and construction of the project listed in Exhibit A hereto (the “Project”) to serve the Company’s mixed-use development described in Exhibit A hereto (the “Development”), all of which will be located in or will directly serve or benefit the Allocation Area; and

WHEREAS, the City of Westfield Economic Development Commission and Common Council of the City of Westfield, Indiana, have approved the issuance of the taxable or tax-exempt City of Westfield, Indiana, Economic Development Tax Increment Revenue Bonds, Series 20__ (Park & Poplar Project) (with the series designation to be completed with the year in which a series of bonds are issued and with such further or different series designation as may be necessary or appropriate), which are expected to be issued in one or more series in an aggregate principal amount not to exceed Nineteen Million Dollars (\$19,000,000) (the “Bonds”), the proceeds of which will be provided to the Company and applied to costs of the Project; and

WHEREAS, as an inducement to the Company to locate the Project and the Development in the City of Westfield, Indiana (the “City”), the Commission has agreed to pledge all of the tax increment revenues generated from the real property of the Company in the Allocation Area, and, if necessary, taxpayer payments from the Company or an affiliate thereof, to the payment of the Bonds; and

WHEREAS, the Commission previously adopted its Resolution No. 45-2025 at its meeting of November 17, 2025 (the “Prior Resolution”) pledging all of the tax increment revenues generated from the real property of the Company in the Allocation Area, and, if necessary, taxpayer payments from the Company or an affiliate thereof, to the payment of lease rentals under a certain Garage Lease Agreement; however, in recognition that the Bonds will now be structured as developer-backed bonds to be purchased by the Company or a third-party purchaser selected by the Company, the Commission now desires to repeal the Prior Resolution in its entirety;

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

1. One hundred percent (100%) of all real property tax increment revenues generated from Allocation Area and deposited into the Allocation Fund pursuant to IC 36-7-14-39 (the “Pledged TIF Revenues”) shall be set aside and used only as set forth in this Resolution.

2. On each January 15 and July 15, beginning no earlier than July 15, 2026, all Pledged TIF Revenues shall be immediately transferred to the trustee for the Bonds (the “Trustee”) for deposit into the funds and accounts and application in accordance with the trust indenture for the Bonds (the “Indenture”).

3. Pursuant to IC 36-7-14-39(b)(4)(D) and IC 5-1-14-4, the Commission hereby pledges and assigns, for the benefit of the City, all of its rights, title and interest in the Pledged TIF Revenues deposited into the Allocation Fund to the Trustee for disposition in accordance with the Indenture. Furthermore, pursuant to IC 36-7-25-6 and IC 5-1-14-4, if it is determined to be necessary for the Company or an affiliate thereof to enter into one or more taxpayer agreements (each, a “Taxpayer Agreement”), which provides for payments thereunder to guarantee, enhance or otherwise further secure the payment of debt service on the Bonds when due (collectively, the “Taxpayer Payments”), the Commission is authorized to enter into such Taxpayer Agreement, and hereby pledges and assigns, for the benefit of the City, all of its rights, title and interest in the Taxpayer Payments to the Trustee for disposition in accordance with the Indenture.

4. Upon the defeasance of the Bonds, any moneys remaining in the funds and accounts under the Indenture shall be returned to the Commission for deposit into the Allocation Fund and may be used by the Commission for any purpose permitted by law.

5. The officers of the Commission and the Department are hereby authorized and directed to take such further actions and execute such further documents as they deem necessary or appropriate to effectuate the issuance of any series of the Bonds, the pledges made herein, and the construction of the Project and the Development, including without limitation one or more project agreements, consistent with the terms of this resolution, and any such project agreements previously into by the officers of the Commission and the Department related to the Project and the Development be, and hereby are, ratified and approved.

6. The Prior Resolution is hereby repealed in its entirety. Furthermore, all other resolutions, or parts of resolutions, in conflict herewith are hereby repealed.

7. This resolution shall take effect immediately upon adoption by the Commission.

DULY ADOPTED AND PASSED by the WESTFIELD REDEVELOPMENT COMMISSION
this 20th day of April, 2026.

Joseph Plankis, President

Chip Parsley, Vice President

Steve Latour, Secretary

Brian Tomamichel, Member

Patrick Downey, Member

EXHIBIT A

DESCRIPTION OF PROJECT

All or any portion of the design and construction of a parking garage containing approximately 526 parking spaces with public restrooms and other amenities and features required by the project agreement between the Commission and the Company (such parking garage and related improvements thereto, the “Project”)

DESCRIPTION OF THE DEVELOPMENT

All or any portion of the acquisition and construction of a mixed-use development, in one or more phases, consisting of: (a) approximately 254 luxury apartments totaling approximately 271,016 square feet; (b) approximately 48 for-rent residential brownstone units consisting of approximately 24 one-bedroom units and approximately 24 two-bedroom units and totaling approximately 59,292 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; (collectively, the “Development”) 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.

**WESTFIELD REDEVELOPMENT COMMISSION
RESOLUTION NO. 09-2026**

**RESOLUTION OF THE WESTFIELD REDEVELOPMENT COMMISSION
APPROVING THE FORM AND AUTHORIZING THE EXECUTION OF A PROPOSED
FIRST AMENDMENT TO DEVELOPMENT AGREEMENT AMONG THE CITY OF
WESTFIELD, INDIANA, LANTERN COMMONS MASTER, LLC AND THE
WESTFIELD REDEVELOPMENT COMMISSION, AND AUTHORIZING CERTAIN
MATTERS RELATED THERETO**

WHEREAS, the Westfield Redevelopment Commission (the “Commission”), governing body of the City of Westfield, Indiana Department of Redevelopment (the “Department”), entered into that certain Development Agreement, dated as of September 26, 2023 (the “Development Agreement”) by and among the Commission, the City of Westfield, Indiana (the “City”), and Lantern Commons Master LLC (the “Developer”); and

WHEREAS, subsequent to the execution of the Development Agreement, the scope of the Project at the Project Site (each as defined in the Development Agreement) has changed due to additional anticipated investments in certain portions of the Project Site by unrelated parties to the Developer; and

WHEREAS, as a result of the changes to the scope of the Project at the Project Site and the additional anticipated investments hereinbefore described, the Commission now desires to amend the Development Agreement by entering into a First Amendment to Development Agreement by and among the Commission, the City, and the Developer (the “Amendment”) in order to modify the certain rights and obligations of the parties thereunder; and

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

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

1. The Amendment, in substantially the form presented at this meeting, is hereby approved.
2. The President or Vice President and any representatives of this Commission are hereby authorized and directed, on behalf of the Commission, to execute and deliver the Amendment 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.
3. 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 a resolution or ordinance approving the Amendment, and the City’s execution thereof.
4. The officers of the Commission and the Department are hereby authorized and directed to take such further actions and execute such further documents or instruments as they

deem necessary or appropriate to effectuate the terms of this resolution. Any and all actions previously taken by any member of the Commission, the Department or representatives of the Commission in connection with the foregoing resolutions, are hereby ratified and approved.

5. This Resolution shall be in full force and effect after adoption by the Commission.

DULY ADOPTED AND PASSED by the WESTFIELD REDEVELOPMENT COMMISSION this 20th day of April, 2026, by a vote of ____ in favor and ____ opposed.

Joseph Plankis, President

Chip Parsley, Vice President

Steve Latour, Secretary

Brian Tomamichel, Member

Patrick Downey, Member

**WESTFIELD REDEVELOPMENT COMMISSION
RESOLUTION NO. 10-2026**

**RESOLUTION OF THE WESTFIELD REDEVELOPMENT COMMISSION
AMENDING THE DECLARATORY RESOLUTION AND THE ECONOMIC
DEVELOPMENT PLAN FOR THE LANTERN COMMONS
ECONOMIC DEVELOPMENT AREA**

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

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

WHEREAS, the Commission now desires to amend the Declaratory Resolution and Plan in order to (i) remove the parcels identified on Exhibit A hereto from the Existing Allocation Area, and designate the parcels so removed as a separate allocation area within the Area, pursuant to Section 39 of the Act, to be known as the “Gateway Allocation Area” (the “Gateway Allocation Area”), and (ii) adopt a supplement to the Plan attached hereto as Exhibit B (the “2026 Plan Supplement”) (collectively, the “2026 Amendments”); and

WHEREAS, the 2026 Amendments and supporting data were reviewed and considered at this meeting; and

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

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

WHEREAS, this Commission deems it advisable to apply the provisions of said Sections 15-17, 39, 41 and 43 of the Act to the 2026 Amendments; and

WHEREAS, the Commission now desires to approve the 2026 Amendments.

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

1. The Commission hereby finds that the 2026 Amendments promote significant opportunities for the gainful employment of the citizens of the City of Westfield, Indiana (the

“City”), the attraction of major new business enterprises to the City, the retention and expansion of significant business enterprises existing in the boundaries of the City, and meet other purposes of Sections 2.5, 41 and 43 of the Act, including without limitation benefiting public health, safety and welfare, increasing the economic well-being of the City and the State of Indiana (the “State”), and serving to protect and increase property values in the City and the State.

2. The Commission hereby finds that the Plan, as amended by the 2026 Plan Supplement, cannot be achieved by regulatory processes or by the ordinary operation of private enterprise without resort to the powers allowed under Sections 2.5, 41 and 43 of the Act because of the lack of local public improvements, the existence of improvements or conditions that lower the value of the land below that of nearby land, multiple ownership of land and other similar conditions.

3. The public health and welfare will be benefited by accomplishment of the 2026 Amendments.

4. It will be of public utility and benefit to amend the Declaratory Resolution and the Plan for the Area as provided in the 2026 Amendments and to continue to develop the Area, as amended the 2026 Amendments, under the Act.

5. The accomplishment of the Plan for the Area, as supplemented by the 2026 Plan Supplement, will be a public utility and benefit as measured by the attraction or retention of permanent jobs, an increase in the property tax base, improved diversity of the economic base and other similar public benefits.

6. The Declaratory Resolution and the Plan, as amended by this Resolution and the 2026 Plan Supplement, conform to the comprehensive plan of development for the City.

7. The 2026 Amendments are reasonable and appropriate when considered in relation to the Declaratory Resolution and Plan and the purposes of the Act.

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

9. In support of the findings and determinations set forth in Sections 1 through 8 above, the Commission hereby adopts the specific findings set forth in the 2026 Plan Supplement.

10. The Commission does not at this time propose to acquire any specific parcel of land or interests in land within the boundaries of the Area, as amended by the 2026 Amendments. If at any time the Commission proposes to acquire specific parcels of land, the required procedures for amending the Plan, as amended by the 2026 Plan Supplement, under the Act will be followed, including notice by publication to affected property owners and a public hearing.

11. The Commission finds that no residents of the Area will be displaced by any project resulting from the Plan, as amended by the 2026 Plan Supplement, and therefore finds that it does not need to give consideration to transitional and permanent provision for adequate housing for the residents.

12. The 2026 Amendments are hereby in all respects approved.

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

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

14. The foregoing allocation provision shall apply to the Gateway Allocation Area. The Commission hereby finds that the adoption of this allocation provision will result in new property taxes in the Gateway Allocation Area that would not have been generated but for the adoption of the allocation provision, as specifically evidenced by the findings set forth in Exhibit B. The base assessment date for the Gateway Allocation Area is January 1, 2026.

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

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

17. This Resolution shall take effect upon its adoption by the Commission. However, pursuant to I.C. 36-7-14-57 and the terms of that certain Development Agreement, dated as of September 26, 2023 by and among the Commission, the City, and Lantern Commons Master LLC (the “Original Development Agreement”), the creation of the Gateway Allocation Area and the

allocation of property taxes for the parcel or parcels included in Exhibit A shall not become effective unless and until each of the Commission, the City, and Lantern Commons Master, LLC shall have duly authorized, executed and delivered the First Amendment to the Original Development Agreement.

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

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

DULY ADOPTED AND PASSED by the WESTFIELD REDEVELOPMENT COMMISSION this 20th day of April, 2026, by a vote of ____ in favor and ____ opposed.

Joseph Plankis, President

Chip Parsley, Vice President

Steve Latour, Secretary

Brian Tomamichel, Member

Patrick Downey, Member

EXHIBIT A

Description of parcel removed from the existing Front Street Allocation Area and designated as the Gateway Allocation Area

The following parcel is hereby removed from the existing Front Street Allocation Area and designated as a separate allocation area within the Lantern Commons Economic Development Area, to be known as the “Gateway Allocation Area.” The Gateway Allocation Area consists of the orange-shaded parcels depicted in the map set forth on the following page of this Exhibit A.

PARCEL ID NUMBERS:

09-09-12-00-00-013.002

Lantern Commons EDA Gateway Allocation Area (New)



EXHIBIT B

2026 Plan Supplement

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

Lantern Commons Gateway Project

MB Lantern LLC or an affiliate thereof (the “Gateway Developer”) is developing an area within the City of Westfield generally described as being located at the northwest quadrant of the intersection of 161st Street and Westfield Boulevard in the City. The mixed-use development is expected to include (a) approximately 122,000 square feet of luxury apartments, clubhouse, fitness, and leasing space, including approximately 102 apartment units; (b) approximately 29,000 square feet of retail space; and (c) approximately 280 surface parking spaces (collectively, the “Gateway Development”). The Gateway Development has a current estimated total development cost of \$30 million.

However, due to the lack of adequate local public improvements serving or benefitting the development site, the Commission will undertake all or any portion of the engineering, design, acquisition and/or construction of infrastructure improvements located in or directly benefiting or serving the Gateway Allocation Area, including, but not limited to, land acquisition, storm water improvements, utilities relocation, streetscape and plaza improvements, general site improvements, parking and/or road, trail and sidewalk or other local public improvements] (collectively the “Gateway Projects”). The Gateway Projects are estimated to cost the Commission approximately \$5 million to \$10 million; however, such estimated costs will be refined as specific details and timing of the Gateway Projects are determined. The Gateway Projects will support the Gateway Development. The Commission anticipates capturing tax increment revenues from the Gateway Allocation Area, and applying such tax increment revenues, either directly or through bonding, to pay or reimburse all or a portion of the costs of the Gateway Projects. The Commission envisions the possibility of assisting the City in issuing one or more series of bonds payable from tax increment revenues derived from the Gateway Allocation Area and purchased by the Gateway Developer (or an affiliate thereof) or a third-party purchaser, including bonds issued by the City upon recommendation by the Westfield Economic Development Commission (pursuant to Indiana Code 36-7-11.9 and Indiana Code 36-7-12) to assist in financing the Gateway Projects.

Findings of Fact

Based on representations of the Gateway Developer, the Commission has determined that the full development of the Gateway Allocation Area will not proceed along the timeframe or scope as planned without the contribution of tax increment revenues to be derived from the Gateway Allocation Area to the Gateway Projects due to the lack of adequate infrastructure and other local public improvements in or serving the Gateway Allocation Area. The establishment of the Gateway Allocation Area is planned as part of the Commission’s strategy to contribute tax increment revenues derived from Gateway Allocation Area to the proposed Gateway Projects, and is a necessary component to allow the Commission to be reimbursed for a portion of the costs of

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

DMS 51708448.1

RESOLUTION NO. 11-2026
A RESOLUTION OF
THE CITY OF WESTFIELD REDEVELOPMENT COMMISSION
REGARDING EXECUTIVE DIRECTOR'S APPROVAL OF MODIFICATIONS UNDER
GPSE PPA IN CONNECTION WITH GPSE DISBURSEMENT REQUESTS

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, pursuant to Indiana Code § 5-23 et seq. (the “**BOT Statute**”), the City, the Commission, and Grand Park Sports & Entertainment, LLC (“**GPSE**”) have entered into a Public Private Agreement (Grand Park Operations) dated December 31, 2024 (the “**PPA**”); and

WHEREAS, the City is holding or has the right to authorize disbursement of certain funds for the purposes set forth in the PPA (the “**PPA Escrow Funds**”); and

WHEREAS, GPSE has requested and in the future will request disbursement by the City of the PPA Escrow Funds to pay costs and other expenditures permitted or required under the PPA; and

WHEREAS, the Common Council of the City (the “**Common Council**”), in its discretion and pursuant to applicable laws, policies, and procedures, will consider and approve (or disapprove), in its discretion, disbursement of the PPA Escrow Funds; and

WHEREAS, the Common Council and/or City staff has prescribed the form by which GPSE is to request disbursement of the PPA Escrow Funds, a copy of which is attached hereto as Exhibit A (the “**Disbursement Request Form**”); and

WHEREAS, the Disbursement Request Form includes the following question: “Is this request considered a modification as defined by the PPA?”; and

WHEREAS, if GPSE answers such question in the affirmative, then the form requires approval by the Commission as to such modification(s); and

WHEREAS, the Commission has determined that it is now in the best interests of the Commission to authorize the Executive Director of the Commission to: (a) review on behalf of the Commission requests from GPSE for disbursement of the PPA Escrow Funds generally in the Disbursement Request Form, or such other form approved by the Common Council and/or City staff; (b) approve (or disapprove) on behalf of the Commission any modification(s) included in such requests; and (c) make periodic reports to the Commission of approved requests; as authorized by the BOT Statute, Indiana Code 36-7-14, City ordinances, 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 Executive Director of the Commission is hereby authorized to: (a) review on behalf of the Commission requests from GPSE for disbursement of the PPA Escrow Funds generally in the Disbursement Request Form, or such other form approved by the Common Council and/or City staff; (b) approve (or disapprove) on behalf of the Commission any modification(s) included in such requests; and (c) make periodic reports to the Commission of approved requests.

Adopted this 20th day of April, 2026.

**CITY OF WESTFIELD
REDEVELOPMENT COMMISSION**

Joseph Plankis, President

Chip Parsley, Vice President

Steve Latour, Secretary

Brian Tomamichel, Member

Patrick Downey, Member

EXHIBIT A

[Form of Disbursement Request]



Shared Escrow Fund & Request for Modifications Form

Requestor Name:

Department/Organization:

Date of Request:

Phone:

Email:

Are you requesting use of the Shared Escrow Fund? Yes No

Description of Improvement, Repair, or Replacement:

Estimate(s):

Attach estimate(s) or proposal(s) to this request.

Urgency:

If Yes, describe:

Contract Holder:

Funding Needed by Date:



Shared Escrow Fund & Request for Modifications Form

Category of Improvement:

Type of Improvement:

Justification:

City of Westfield Approval:

Approved – No prior written consent required for future use of escrow to maintain/repair/replace improvement

Approved – Prior written consent required for future use of escrow to maintain/repair/replace improvement

Denied (provide justification below)

City Comments:

City Signature:

Date:

GPSE Approval:

Approved

Denied (provide justification below)

GPSE Comments:

GPSE Signature:

Date:



Shared Escrow Fund & Request for Modifications Form

Is this request considered a modification as defined by the PPA?

Yes

No

If Yes, please provide supporting documentation including the plans and specifications for the proposed modification.

RDC Approval (Modifications Only):

Approved

Denied (provide justification below)

RDC Comments:

RDC Signature:

Date:

City Approval for Modification Requested:

Approved

Denied (provide justification below)

City Comments:

City Signature:

Date:

PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement (the "Agreement"), executed as of _____, 2025 (the "Effective Date"), by and between the Westfield Redevelopment Commission ("RDC"), and Anova, LLC, an Indiana limited liability company ("Service Provider" and with RDC, the "Parties" and each a "Party"), WITNESSES:

Recitals

WHEREAS, RDC has determined that it is necessary or desirable to obtain the services described on Exhibit A (the "Services");

WHEREAS, Service Provider has experience in providing the Services; and

WHEREAS, RDC and Service Provider desire to enter into this Agreement to formalize the terms and conditions upon which Service Provider shall perform the Services;

Agreement

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are acknowledged hereby, RDC and Service Provider agree as follows:

- 1. Services.** Subject to the terms and conditions of this Agreement, Service Provider shall perform the Services in accordance with the schedule set forth on Exhibit B. Service Provider shall be an independent contractor of RDC. The term of this Agreement shall be for the period: (a) commencing on the Effective Date; and (b) ending on the date that is 1 year thereafter, unless earlier terminated or extended in accordance with the terms and conditions of this Agreement (the "Term"). The RDC may terminate this Agreement without cause upon sixty (60) days prior written notice to Service Provider. In the event of such termination, Service Provider shall be entitled to receive payment for the conforming Services provided up to the date of termination.
- 2. Payment.** Service Provider's compensation for the Services shall be computed in the manner, at the rates, and on the payment schedule described on Exhibit C.
- 3. Performance.** Service Provider shall perform the Services: (a) in coordination with RDC; (b) in accordance with the prevailing professional standards in the Hamilton County, Indiana area for similar services; and (c) in compliance with all applicable laws, statutes, and/or ordinances, and any applicable governmental rules, regulations, guidelines, orders, and/or decrees (collectively, the "Laws"). Prior to commencing the Services, Service Provider shall: (a) obtain all permits and approvals required by the Laws; and (b) obtain, and maintain during performance of the Services, all professional licenses and certifications required by the Laws. Service Provider shall provide to RDC, upon request, copies of any and all such licenses and certifications. If performance of the Services requires the entry by Service Provider onto real estate not owned by RDC or Service Provider, then Service Provider shall be responsible for obtaining permission to enter onto such real estate. RDC may designate its point of contact for the purposes of this Agreement to Service Provider in writing to act on RDC's behalf with respect to Service Provider's performance of the Services.
- 4. Work Product.** All works of authorship fixed in any tangible medium of expression by or for Service Provider or its officers, employees, agents, or subcontractors in the course of performing the Services, including, without limitation, computer programs, electronic art, computer generated art, notes, specifications, drawings, flow charts, memoranda, correspondence, records, notebooks, documentation, reports, and charts, regardless of the medium in which they are fixed, but excluding any attorney work-product and communications between Service Provider and its attorneys (collectively, the "Work Product") shall be owned by RDC. During the term of this Agreement, Service Provider shall be responsible for loss or damage to the Work Product while in Service Provider's possession or control, and any such loss or damage shall be restored at Service Provider's expense. Notwithstanding anything in this Agreement to the contrary, Service Provider shall: (a) retain all rights in and to its know-how, methods, techniques, discoveries, concepts, and ideas, whether patentable or not, and whether possessed by Service Provider prior to or acquired by or for Service Provider in the performance of the Services and/or this Agreement; and (b) retain all rights in and to all works of authorship fixed in a tangible medium of

expression that were made, created, or acquired by or for Service Provider prior to the effective date of this Agreement. RDC acknowledges that any works, items, materials, or other matters developed, created, or invented by personnel of Service Provider or any of its officers, employees, agents, or subcontractors not substantively involved in performing the Services shall be presumed: (a) not to be Work Product; and (b) to remain the sole and exclusive property of Service Provider (or such officer, employee, agent, or subcontractor).

5. Relationship. The employees of Service Provider: (i) are (and shall be considered for all purposes to be) the employees or contractors of Service Provider; and (ii) are not (and shall not be considered for any purpose to be) the employees or contractors of RDC. Accordingly, RDC shall have no obligations or liabilities with respect to such employees, who shall look exclusively to Service Provider to discharge all obligations and duties as their employer or principal. Subject to Section 18, Service Provider shall indemnify and hold harmless RDC from and against all claims, suits, judgments, liabilities, losses, costs, and expenses (including, without limitation, reasonable attorneys' fees and court costs) that result from any claim for wages, benefits, or otherwise by any agent, employee, or contractor of Service Provider. The indemnities set forth in this Section shall survive the expiration or earlier termination of this Agreement.

6. Insurance. During its performance of the Services, Service Provider shall maintain the policies of insurance described on Exhibit D. Each such policy shall: (a) be written by a company reasonably acceptable to RDC; and (b) provide that it shall not be modified or canceled without written notice to RDC at least 30 days in advance. The policy of general liability insurance required by this Section to be maintained by Service Provider shall name RDC as an additional insured. Service Provider shall deliver to RDC certificates of the insurance policies required by this Section, executed by the insurance company or the general agency writing such policies.

7. Liens. Service Provider shall not suffer or cause the filing of any mechanic's lien against RDC's property, or any part thereof, by reason of labor, services or materials claimed to have been performed or furnished to or for Service Provider. If any such mechanic's lien is filed against RDC's property, or any part thereof, then Service Provider shall cause such mechanic's lien to be discharged of record within 30 days after notice of filing by bonding, or as provided or required by law. Nothing in this Agreement shall be deemed or construed to: (a) constitute consent to, or request of, any party for the performance of any work for, or the furnishing of any materials to, Service Provider; or (b) give Service Provider the right or authority to contract for, authorize, or permit the performance of any work, or the furnishing of any materials, that would permit the attaching of a mechanic's lien to RDC's interest in its property.

8. Remedies. Default.

(a) **Events of Default.** it shall be an "Event of Default" if either Party fails to perform or observe any term or condition of this Agreement to be performed or observed by it: (i) with respect to the obligation to pay money to the other Party, if such failure is not cured within forty-five (45) days after such payment is due and such payment is not made within such forty-five (45) day period; and (ii) with respect to any other obligation, if such failure is not cured within a 30-day period following such written notice.

(b) **General Remedies.** whenever an Event of Default occurs, the non-defaulting Party may take whatever actions at law or in equity are necessary or appropriate to: (i) collect any payments due to it under this Agreement; (ii) protect the rights granted to the non-defaulting party under this Agreement; or (iii) cure, for the account of the defaulting Party, any failure of the defaulting Party to perform or observe a material term or condition of this Agreement to be performed or observed by it. If the non-defaulting Party incurs any costs or expenses in connection with exercising its rights and remedies under, or enforcing, this Agreement, then- if permitted by applicable law- the defaulting Party shall reimburse the non-defaulting Party for all such costs and expenses, together with interest at the rate of 10% per annum.

(c) **No Remedy Exclusive.** Except as provided to the contrary in Section 8, no right or remedy herein conferred upon, or reserved to, a non-defaulting Party is intended to be exclusive of any other available right or remedy, unless otherwise expressly stated; instead, each and every such right or remedy shall be cumulative and in addition to every other right or remedy given under this Agreement or now or hereafter existing at law or in equity. No delay or omission by a non-defaulting Party to

exercise any right or remedy upon any Event of Default shall impair any such right or remedy, or be construed to be a waiver thereof, and any such right or remedy may be exercised from time to time, and as often as may be deemed to be expedient.

(d) Termination For Cause. Either Party may terminate this Agreement, for cause, by delivering to the other Party a "Notice to Cease Services," upon which this Agreement shall terminate thirty (30) days after delivery of such notice.

9. Representations and Warranties.

(a) General. Each of Service Provider and RDC represents and warrants that: (i) it shall not enter into any contracts or undertakings that would limit, conflict with, or constitute a breach of this Agreement; (ii) it has the power to enter into this Agreement and to perform its obligations hereunder; (iii) it has been authorized by proper action to: (A) execute and deliver this Agreement; and (B) perform its obligations hereunder; and (iv) this Agreement is the legal, valid, and binding obligation of Service Provider and RDC, respectively.

(b) Entity. Service Provider represents and warrants that it is a limited liability company organized and existing under the laws of the State of Indiana. RDC represents that it is a public body organized and existing under the State of Indiana.

10. Additional Services. If RDC and Service Provider agree that Service Provider shall provide services to RDC that are not included within the Services (the "Additional Services"), then RDC and Service Provider either shall: (a) amend this Agreement to include the Additional Services; or (b) enter into a new agreement with respect to the performance of the Additional Services. Until such time as there is either: (a) an amendment to this Agreement that includes the Additional Services; or (b) a new agreement with respect to the performance of the Additional Services; in either case executed by RDC, RDC shall have no obligation to compensate Service Provider for the performance of the Additional Services.

11. Assignment and Subcontracting. Service Provider shall not assign this Agreement without the prior written consent of RDC, which consent may be withheld in RDC's sole discretion. RDC may assign this Agreement without the prior written consent to any agency or instrumentality of the RDC. RDC otherwise shall not assign this Agreement without the prior written consent of Service Provider, which consent may be withheld in Service Provider's sole discretion. In the event that any subcontractors are engaged by Service Provider, Service Provider shall remain solely responsible for managing, directing, and paying the person or persons to whom such responsibilities or obligations are subcontracted or delegated. RDC shall have no obligation whatsoever toward such persons or entities. Service Provider shall take sole responsibility for the quality and quantity of any services rendered by such persons or entities. In the event of any assignment, subcontracting, or delegation in accordance with this Section, RDC or Service Provider shall remain liable to Service Provider or RDC, respectively, for the performance such obligations. Nothing herein shall be construed as creating any personal liability on the part of any officer, agent, official, or employee of RDC.

12. Nondiscrimination. In connection with the performance of this Agreement, Service Provider shall not discriminate against any employee, applicant for employment, and/or other person in the subcontracting and/or performance of the Services with respect to hire, tenure, terms, conditions, or privileges of employment or any matter directly or indirectly related to employment, because of race, age, color, religion, sex, disability, national origin, or ancestry. No notice or cure period shall apply with respect to the obligation of Service Provider under this Section, and a default under this Section shall be an immediate event of default.

13. Conflict of Interest. Service Provider certifies and warrants to RDC that neither Service Provider nor any of its officers, agents, employees, or subcontractors who participate in the performance of any Services has any conflict of interest with RDC.

14. Debarment. Service Provider certifies, by entering into this Agreement, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from or ineligible for participation in any federal assistance program by any federal department or agency, or by any department, agency or political subdivision of the State of Indiana (the "State"). The term "principal" for purposes

of this Agreement means an officer, director, owner, partner, key employee, or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of Service Provider. Service Provider certifies, by entering into this Agreement, that it does not engage in investment activities in Iran as more particularly described in Indiana Code § 5-22-16.5. Service Provider shall provide immediate written notice to RDC if, at any time after entering into this Agreement, Service Provider learns that its certifications were erroneous when submitted, or Service Provider is debarred, suspended, proposed for debarment, declared ineligible, has been included on a list or received notice of intent to include on a list created pursuant to Indiana Code § 5-22-16.5, or voluntarily excluded from or becomes ineligible for participation in any federal assistance program. Any such event shall be cause for termination of this Agreement as provided herein. Service Provider shall not subcontract with any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in any federal assistance programs by any federal department or agency, or by any department, agency, or political subdivision of the State.

15. Notice. All notices required to be delivered hereunder shall be in writing, and shall be deemed to have been delivered when: (a) delivered in person; (b) sent by facsimile, with electronic confirmation of receipt; or (c) sent by nationally recognized overnight carrier; in any case addressed as follows: (a) to RDC at: 2728 East 171st Street, Westfield, Indiana 46074; Attn: Jenell Fairman; with a copy to RDC of Westfield Chief of Legal, Kaitlin Glazier, 2728 East 171st Street, Westfield, Indiana 46074 and (b) to Service Provider at: 1060 N. Capitol Avenue, Suite 4-201, Indianapolis, Indiana 46204. Either party may change its address for notice by written notice delivered to the other party as provided in this Section. Notwithstanding the foregoing, RDC may orally provide to Service Provider any notice required or permitted by this Agreement; provided that such notice also shall be delivered as required by this Section within 10 business days after the date of such oral notice.

16. Force Majeure. If Service Provider or RDC is unable to perform, satisfy, or observe any of its respective obligations under this Agreement as a result of any cause that is not within the reasonable control of Service Provider or RDC, respectively, and does not result from the fault or negligence of Service Provider or RDC, respectively (including, without limitation, unusually inclement weather, acts of God, the unusual unavailability of materials, equipment, services or labor, and utility or energy shortages or acts or omissions of public utility providers), then: (a) such performance, satisfaction, or observance shall be excused for the period of days that such performance, satisfaction, or observance is delayed or prevented; and (b) the deadlines for performance, satisfaction, or observance, as applicable, shall be extended for the same period.

17. Limitation of Liability. In no event shall either Party be liable for consequential, special, indirect, incidental, punitive, or exemplary damages, costs, expenses, or losses (including, without limitation, lost profits and opportunity costs). This Section shall apply regardless of the form of the claims asserted, whether in contract, statute, tort, or otherwise. The terms and conditions of this Section shall survive the termination or expiration of this Agreement.

18. Decisions. RDC acknowledges and agrees that the Services may include advice and recommendation, but that all decisions in connection with the implantation of such advice and recommendations shall be the sole responsibility of, and made by, RDC. Service Provider shall not perform management functions or make management decisions for RDC. RDC shall render decisions and approvals and provide information in a reasonably timely manner so as to avoid unreasonable delay in the orderly and sequential progress of the Services. Pursuant to Exhibit A, Service Provider will work cooperatively and collaboratively with RDC to develop a schedule for the performance of the Services, including timeframes for decision making by RDC.

19. Compliance with E-Verify. Pursuant to Indiana Code Title 22, Article 5, Chapter 1.7 or such successor provisions, the Service Provider shall enroll in and verify the work eligibility status of all newly hired employees of Service Provider through the E-Verify Program (the "Program"). The Service Provider is not required to verify the work eligibility status of all newly hired employees through the Program if the Program no longer exists. Further, the Service Provider must execute an affidavit which affirms that the Service Provider does not knowingly employ an unauthorized alien and confirms the Service Provider's enrollment in the Program, unless the Program no longer exists. The Service Provider must file such executed affidavit with Owner prior to the execution of this Agreement. This Agreement shall not be deemed fully executed until such affidavit is delivered to RDC.

20. Third-Party Usage. Any advice, recommendations, information, deliverables, or Work Product provided

to RDC under this Agreement is: (a) for the sole use of RDC; and (b) not intended to be relied upon by any third party. Except to the extent required by Law, RDC shall not disclose or permit access to such advice, recommendations, information, deliverables, or Work Product to any third party without Service Provider's prior consent, which consent shall not be withheld unreasonably.

21. Active Files. Service Provider may use models, electronic files, and spreadsheets with embedded macros created by Service Provider in providing the Services. If RDC requests a working copy of any such model, electronic file, or spreadsheet, then Service Provider, at its discretion, may make the same available to RDC for RDC's internal use only, in which case the same shall be considered a deliverable hereunder.

22. Confidential Information. Information relating to the Services contemplated pursuant to this Agreement, including information shared or transmitted between the Parties pursuant to this Agreement ("Confidential Information"), unless in the public domain, shall be kept confidential by Service Provider and shall not be disclosed or made available by Service Provider to third parties without the written consent of the RDC, unless so required by court order. Service Provider and its contractors warrant that they shall use reasonable care to ensure that any Confidential Information, to which Service Provider has obtained possession or knowledge of in connection with this Agreement (from the RDC) will not be disclosed to any third parties, in whole or in part, without the prior written permission of the RDC. Service Provider may disclose Confidential Information to representatives of Service Provider who need to know such information to provide the Services to the RDC, who agree to keep such Confidential Information confidential pursuant to the terms of this Agreement. Service Provider shall use Confidential Information of the RDC solely for the purposes of providing the Services under this Agreement. Service Provider shall not have the obligation to maintain the confidentiality of any Confidential Information that: (a) is lawfully obtained by Service Provider from a third party that, to the knowledge of Service Provider, did not acquire the information under an obligation of confidentiality; (b) is at the time of disclosure, or thereafter, becomes publicly known through no act or omission by Service Provider or its employees; or (c) is independently developed by Service Provider or its employees or agents who did not have access to Confidential Information of the RDC. Upon the RDC's request, Service Provider will immediately return or destroy any and all Confidential Information that has been provided to it by the RDC. Notwithstanding the foregoing, Service Provider shall not be required to erase Confidential Information that has been saved to a back-up file in accordance with its ordinary document retention policies and procedures and may continue to store Confidential Information solely for such purpose and for such period as required to comply with such policies and procedures and any applicable law or regulation. Service Provider agrees to maintain the confidentiality of the Confidential Information during the term of this Agreement, including any renewals or extensions thereof, and for five (5) years following the expiration or termination, including any renewals or extensions, of this Agreement.

23. Indemnification.

Service Provider agrees to indemnify, defend, and hold harmless the RDC and its respective officers, agents, and employees for any and all third party claims, actions, causes of action, judgments and liens to the extent they arise out of any negligent or wrongful acts or omission or breach of any provision of this Agreement by the Service Provider or any of its officers, agents, employees, or contractors.

Such indemnity shall include attorney's fees and all costs and other expenses arising therefrom or incurred in connection therewith and shall not be limited by reason of the enumeration of any insurance coverage required herein. RDC shall not provide such indemnification to Service Provider, provided, however, that Service Provider shall be relieved of its indemnification obligation to the extent any injury, damage, death or loss is attributable to the acts or omissions of the RDC. Notwithstanding anything to the contrary set forth herein, the obligations of the Parties under this Section 23 shall survive the termination of this Agreement.

24. Non-Appropriation. Notwithstanding any other provisions of this Agreement, the Parties acknowledge that RDC is a governmental entity whose funds are subject to appropriation by its fiscal body. If at any time during the Term of this Agreement, RDC or its fiscal body should fail to appropriate sufficient funds to make payments under this Agreement: (a) the Agreement shall immediately terminate and become null and void; and (b) RDC shall not be obligated to perform under this Agreement unless and until sufficient funds are

appropriated. RDC agrees to seek funding for the continuation of this Agreement during each budget cycle during the Term. RDC shall inform Service Provider in writing of any such non-allocation of funds at the earliest possible date, and shall pay for all Services provided prior to the exhaustion of appropriated funds. In the event of termination of this Agreement pursuant to this Section 24: (A) Service Provider shall be entitled to receive all Monthly Fees and Reimbursable Expenses payable through the date of termination, as such date is determined pursuant to this Section 24, and (B) the foregoing shall be the sole remedies available to Service Provider in connection with any such termination. This provision shall survive any termination of this Agreement.

25. Miscellaneous. Time is of the essence of this Agreement. Unless “business day” is specified, the term “day” as used herein means a calendar day. The term “business day” means any day other than a Saturday, Sunday, or federal or state holiday. If the last date for any act to be performed hereunder falls on a Saturday, Sunday, or federal or state holiday, then the time for performance shall be extended to the next business day. This Agreement is the final expression of the complete agreement between RDC and Service Provider. There are no oral representations, warranties, agreements, or promises pertaining to the Services and the other subject matter hereof not incorporated in writing in this Agreement. This Agreement may be amended, modified, or supplemented only by a writing signed by both the RDC and the Service Provider. The section headings herein are for convenience and shall not be considered in any way to affect the interpretation of this Agreement. This Agreement shall: (a) bind, and inure to the benefit of, RDC and Service Provider and their respective successors and assigns; and (b) be governed by, and construed in accordance with, the laws of the state of Indiana (the “State”). This Agreement shall not be construed to create a contractual relationship with, give rights or benefits to, or create a cause of action in favor of, anyone other than the parties hereto. This Agreement shall not be construed more strictly against one party than against the other merely by virtue of the fact that the Agreement may have been prepared primarily by counsel for one of the parties, it being recognized that both RDC and Service Provider and their respective counsel have contributed substantially and materially to the preparation of this Agreement. The invalidity or unenforceability of any term or condition of this Agreement shall not affect the other terms and conditions, and this Agreement shall be construed in all respects as if such invalid or unenforceable term or condition had not been contained herein. The Parties agree that the failure to enforce any provision or obligation under this Agreement shall not constitute a waiver thereof, or serve as a bar to the subsequent enforcement of any such provision or obligation under this Agreement. Each of the undersigned represents that he or she has: (a) the authority to bind RDC or Service Provider, as applicable; and (b) the proper power and authority to execute this Agreement. All Exhibits referenced in this Agreement are attached hereto and incorporated herein by reference. This Agreement may be executed in separate counterparts, each of which when so executed shall be an original, but all of such counterparts shall together constitute but one and the same instrument. A facsimile or email transmission of a duly-executed counterpart of this Agreement shall be sufficient to evidence the binding agreement of each party to the terms hereof. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Indiana. All proceedings arising in connection with this Agreement shall be tried and litigated only in the state courts in Hamilton County, Indiana, or the federal courts with venue that includes Hamilton County, Indiana. Service Provider waives, to the extent permitted under applicable law: (a) the right to trial by jury; and (b) any right Service Provider may have to: (i) assert the doctrine of “forum non conveniens”; or (ii) object to venue.

[Signature page to follow.]

IN WITNESS WHEREOF, RDC and Service Provider have executed this Agreement as of the Effective Date.

Westfield Redevelopment Commission

By: _____
Jenell Fairman, Executive Director

SERVICE PROVIDER:

Anova, LLC

By: _____

INDEX OF EXHIBITS

Exhibit A	Description of the Services
Exhibit B	Schedule of the Services
Exhibit C	Schedule of Fees and Compensation
Exhibit D	Required Insurance

EXHIBIT A

Description of the Services

Service Provider shall perform the following scope of services under this Agreement:

PROPOSED MINIMUM DELIVERABLES FOR ALL DUTY SECTIONS (by project and collectively as a program)

- Monthly Financial Report (budget, commitments, cashflow projections, and any projected changes). The RDC will provide access to their centralized budget document.
- Weekly Report on Status and Issues/Risks and proactive recommendations for mitigation as well as schedule and other critical issues for consideration.
- Monthly Schedule Report that indicates anticipated modifications as well as documentation to support any proposed changes, understanding that schedule and its impact on other development projects is of utmost importance.
- Recommendations for final project and financial closeout.

PROJECT MANAGEMENT

- Budget tracking.
- Schedule tracking.
- Issue/risk identification/tracking.
- Status reporting.
- Proactively update and involve RDC stakeholders, including but not limited to emails, phone calls, and documenting the interactions as part of the weekly report.
- Be the RDC's liaison for all project phasing and coordinate between key parties.

SCHEDULE MANAGEMENT

- Monitoring the variables that affect schedule and cost.
- Alerting RDC stakeholders of possible problem and delays.
- 1-2 site visits to periodically monitor project progress.
- Identifying actual and potential variances between the work onsite and project schedule.

COST MANAGEMENT

- Monitoring budget forecasting – provide as part of monthly financial report.
- Review of project estimates, budgets, and funding.
- Identifying variances and causes and alert stakeholders to potential cost overruns.

DOCUMENT ADMINISTRATION

- Provide periodic project status reporting to RDC stakeholders as part of weekly report and participate in bi-weekly 15 minute verbal updates at RDC internal meetings.
- Monitor status updates and reports submitted by project teams and provide feedback, as necessary. As part of weekly reports, identify all status updates and reports received and what resulted from the review.
- Periodically review project recordkeeping and provide feedback, as necessary.
- File and document all project files into the RDC's Teams files system.

QUALITY MANAGEMENT

- Conduct periodic quality reviews and report to stakeholders
- Review open items lists and provide feedback, as necessary
- Ensure all closeout documentation is reviewed, received, and filed with the RDC.

Additional services can be provided, as needed and as determined by project requirements.

EXHIBIT B

Schedule of the Services

The services described in Exhibit A will be performed by the Service Provider via the following schedule, subject to the cooperation of and the collaboration with the RDC:

APPROXIMATE ENGAGEMENT SCHEDULE

4/13/2026 – 7/3/2026: 5-10 hours per week, or as project requires; 120 hours (est.)

7/6/2026 – 12/31/2026: 20 hours per week; 500 hours

*Above subject to adjustments for holidays and PTO.

EXHIBIT C

Schedule of Fees and Compensation

POSITION	HOURS	BILLABLE RATE	TOTAL
Shaun Barcelow, OTR Project Manager	620	\$175.00	\$108,500
CONTINGENCY			
Additional manhours or SME engagement	Hourly rate for SME engagement will be provided, if needed		\$6,500
TOTAL			\$115,000

EXHIBIT D

Required Insurance

Upon execution of this Agreement, and prior to the Service Provider's commencement of any work or services with regard to the Services, Service Provider shall furnish the RDC with certificates evidencing such insurance meeting the following specifications:

Service Provider shall provide to the RDC evidence of insurance meeting the following specifications for Workers' Compensation, Employers liability, Commercial General Liability, Automobile Liability, Umbrella Liability and Professional Liability, if applicable.

1. Workers Compensation Insurance coverage in accordance with statutory requirements.
2. Employers Liability Insurance with limits of not less than \$500,000 Each Accident, \$500,000 Disease Each Employee, \$500,000 Disease Policy Limit.
3. Commercial General Liability Insurance on ISO form GC0001 10 01 (or a substitute form providing coverage) naming the RDC as an additional insured. This insurance shall be primary and non-contributory, shall provide for waiver of subrogation in favor of RDC and shall provide for 30-day notice of any cancellation thereof by Service Provider. Additional insured coverage shall apply as primary insurance with respect to any other insurance afforded the RDC per the following:
 - \$1,000,000 Each Occurrence (BI & PD Combined Single Limit);
 - \$1,000,000 General Occurrence (subject to per project general aggregate provision);
 - \$1,000,000 Personal Injury Liability to include coverage for employee-related claims;
 - \$1,000,000 Products and Completed Operations Aggregate
4. Automobile Liability Insurance with a combined single limit of \$1,000,000 per accident naming RDC as an additional insured. This insurance shall be primary and non-contributory, shall provide for waiver of subrogation in favor of RDC, and shall provide for 30-day notice of any cancellation thereof by Service Provider.
5. Umbrella Liability Insurance with an aggregate and per occurrence limit of \$2,000,000, which shall be excess over the Employers Liability Insurance, Commercial General Liability Insurance, and Automobile Liability Insurance and shall name RDC as an additional insured. This insurance shall be primary and non-contributory, shall provide for waiver of subrogation in favor of RDC and shall provide for 30-day notice of any cancellation thereof by Service Provider.

Such insurance shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal and advertising injury, and liability assumed under an insured liability including the tort liability of another assumed in a business contract). There shall be no endorsement or modification of the Commercial General Liability form arising from pollution, explosion, collapse, underground property damage or work performed by subcontractors.

RESOLUTION NO. 12-2026
A RESOLUTION OF
THE CITY OF WESTFIELD REDEVELOPMENT COMMISSION
REGARDING ECR PROJECT AGREEMENT

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

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

WHEREAS, Time Financial Corporation, an Indiana corporation, or its affiliate (the “**Developer**”), desires to improve a portion of block N8 of the Grand Park District located generally west of Grand Park Boulevard and south of 191st Street in Westfield, Indiana, as further depicted on Exhibit A attached hereto and incorporated herein by reference (the “**Real Estate**”) for economic development purposes; and

WHEREAS, the Developer has proposed developing or redeveloping the Real Estate into a mixed-use, two-story development (the “**Project**”) with an anticipated capital investment of \$8,000,000, consisting of: (a) an approximately 50,000 square foot auto racing headquarters engineering facility; (b) approximately 13,000 square feet of office headquarters space; (c) approximately 13,000 square feet of retail and/or restaurant space; and (d) related improvements; all as generally depicted on Exhibit A; and

WHEREAS, in exchange: (a) for the Commission’s completion of: (i) an adjacent parking lot and structured parking garage; (iii) utility relocations; (iv) public streets with on-street parking; (e) relocation of the so-called Grand Park D1 championship baseball diamond; and (e) stormwater detention (collectively, the “**Public Improvements**”); and (b) the transfer of the Real Estate to the Developer via the DWCDC (as hereinafter defined) the Developer has committed to: (y) completing the Project; and (z) bringing to the Project and/or the Real Estate a minimum number of full-time job positions that are not temporary in nature and require at least 36 hours of work per week and paying a minimum average wage per hour, to be more particularly described in the Project Agreement (as hereinafter defined) (the “**Job/Wage Commitments**”); and

WHEREAS, the Commission currently leases, and, upon a grant from the Westfield Redevelopment Authority will own fee simple title to, the Real Estate and has targeted the Real Estate as an area for redevelopment; 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, 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, 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: (a) enter into a project agreement (the “**Project Agreement**”) with the Developer, pursuant to which: (i) the Commission shall: (A) cause the Project Site to be conveyed to the Developer via the DWCDC for \$1.00; and (B) complete the Public Improvements; and (ii) the Developer will agree to: (A) construct the Project; (B) make the Jobs/Wage Commitments, subject to clawbacks and other remedies for noncompliance satisfactory to the Commission; and (C) agree to record against the Real Estate a taxpayer agreement in favor of the Commission (the “**Taxpayer Agreement**”), pursuant to which the Developer, as the owner of the Real Estate, will agree to pay minimum incremental property tax payments to the Commission which payments will be sized based on the costs and investments in the Project, together with a third-party guaranty of the Developer’s obligations under the Taxpayer Agreement; and (b) enter into a grant agreement (the “**Grant Agreement**”) with DWCDC pursuant to which the Commission will grant the Real Estate to DWCDC for the purpose of granting the same to the Developer for the ultimate purpose of the construction, repair, and/or rehabilitation of the same; all as authorized by Indiana Code 36-7-14-12.2 and other applicable law.

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

1. The foregoing Recitals are fully incorporated herein by this reference.
2. The Commission, subject to receipt of all Bond Approvals, will execute and deliver: (a) the Project Agreement, which Project Agreement shall include such other terms, and be otherwise in a form, approved by, and satisfactory to, the President and Executive Director of the Commission, which approval and satisfaction shall be conclusively evidenced by the execution and delivery thereof by the President, Vice President, Secretary, and/or Executive Director of the Commission; (b) 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; and (c) the Taxpayer Agreement, which Taxpayer Agreement shall include such other terms, and be otherwise in a form, approved by, and satisfactory to, the President and Executive Director of the Commission, which approval and satisfaction shall be conclusively

evidenced by the execution and delivery thereof by the President, Vice President, Secretary, and/or Executive Director of the Commission.

3. The Commission will execute and deliver such instruments, certificates, and other agreements and documents, and perform and observe such other actions, covenants, and obligations, as necessary or desirable in connection with the Project Agreement, the Grant Agreement, and/or the Taxpayer Agreement.
4. Each agreement, instrument, certificate, and other document contemplated by this Resolution to be executed and delivered by the Commission shall be in a form approved by, and satisfactory to, the President and Executive Director of the Commission, which approval and satisfaction shall be conclusively evidenced by the execution and delivery thereof by the President, Vice President, Secretary, and/or Executive Director of the Commission.
5. The President and Executive Director of the Commission are authorized to execute and deliver all of the agreements, instruments, certificates, and other documents contemplated by this Resolution to be executed and delivered by the Commission. In the absence of the President and/or Executive Director, the Vice President and/or Secretary of the Commission shall be authorized to execute and deliver any or all of the agreements, instruments, certificates, and other documents contemplated by this Resolution to be executed and delivered by the Commission. The President, Executive Director, Vice President, and/or Secretary are further authorized take all other lawful actions necessary in connection with the Project Agreement, the Grant Agreement, the Taxpayer Agreement, and the other matters contemplated by this Resolution.

Adopted this 20th day of April, 2026.

**CITY OF WESTFIELD
REDEVELOPMENT COMMISSION**

President

Vice President

Secretary

Member

Member

EXHIBIT A

The Real Estate

