



CITY OF WESTFIELD, IN

Redevelopment Commission Meeting Agenda

BOARD OR COMMISSION: Redevelopment Commission Meeting

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

MEETING PLACE: Westfield City Hall- Assembly Room

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

Joe Plankis, President | Mayor Appointed | 1-year term | 1/1/26-12/31/26

Chip Parsley, Vice President | City Council Appointed | 1-year term | 1/1/26-12/31/26

Steve Latour, Secretary | Mayor Appointed | 1-year term | 1/1/26-12/31/26

Brian Tomamichel | City Council Appointed | 1-year term | 1/1/26-12/31/26

Patrick Downey | Mayor Appointed | 1-year term | 1/1/26-12/31/26

Carrie Larrison | School Board Appointed | 2-year term | 1/1/25-12/31/26 | (non-voting)

CALL TO ORDER

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

APPROVAL OF MINUTES

Document: Minutes from June 15, 2026

APPROVAL OF EXECUTIVE SESSION MEMORANDUM

Document: Executive Session Memorandum from June 15, 2026

FINANCIAL MATTERS

Clerk Treasurer's Reports

Documents:

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

Approval of Claims

Document: Claims for July 20, 2026

Approval of Disbursements

Grand Park North Infrastructure BOT

- GMP #1 and 2 – Total : \$1,368,040.27

EXECUTIVE DIRECTOR REPORT

OLD BUSINESS

NEW BUSINESS

a. Action Item #1 - Resolution 18-2026 re: DWCDC Grant and Wood Wind Land Acquisition

Document: Resolution 18-2026

b. Action Item #2 - Amendment to DKGR Contract

Document: Amendment to DKGR Contract

c. Action Item #3 - Market Court GMP

Document:

d. Action Item #4 - Resolution 19-2026 re: Front Street - Additional TIF Pledge

Document: Resolution 19-2026

e. Public Hearing on the Adoption of Declaratory Resolution for Lantern Commons EDA and Gateway TIF Allocation Area

f. Action Item #5 - Resolution 20-2026 re: Confirmatory Resolution - Lantern Commons EDA and creation of the Gateway TIF Allocation Area

Document: Resolution 20-2026

g. Action Item #6 - Resolution 21-2026 re: Lantern Commons Gateway - TIF Pledge

Document: Resolution 21-2026

h. Action Item #7 - Resolution 22-2026 re: Lantern Commons Gateway - Project Agreement

Document: Resolution 22-2026

i. Action Item #8 - 2026 RDC Spending Plan Update

Document: 2026 RDC Spending Plan Update

k. Action Item #9 - Resolution 23-2026 re: Grand Park North Infrastructure - Second GMP Addenda

Document: Resolution 23-2026

l. Action Item #10 - Patriot Services Agreement

Document: Patriot Services Agreement

OTHER BUSINESS

a. Next Regular Meeting: Monday, August 17th, 2026, 6:00 PM

ADJOURNMENT



CITY OF WESTFIELD, IN
Redevelopment Commission Meeting Minutes - 6/15/2026

Monday, June 15, 2026 at 6:00 PM

CALL TO ORDER

Attendance:

President: Joe Plankis - Present
Vice President: Chip Parsley - Absent
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 Barnes and Thornburg: Dustin Meeks - Virtual
Municipal Advisor Bondry Consulting: Oscar Gutierrez - Virtual
Municipal Advisor Bondry Consulting: Alex Stanley - Virtual

a. Declaration of quorum and opening of meeting

President Plankis noted the presence of a quorum and called the meeting to order at 6:00 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 May 18, 2026

May 18, 2026 minutes were presented

Motion to Approve: Brian Tomamichel

Seconded: Steve Latour

Yes: Joe Plankis, Brian Tomamichel, Steve Latour, Patrick Downey

No: None

Abstain: None

Motion Determination: Passed

APPROVAL OF EXECUTIVE SESSION MEMORANDUM

Document: Executive Session Memorandum from May 18, 2026

May 18, 2026 Executive Session Memorandum was presented

Motion to Approve: Steve Latour

Seconded: Brian Tomamichel

Yes: Joe Plankis, Brian Tomamichel, Steve Latour, Patrick Downey

No: None

Abstain: None

Motion Determination: Passed

FINANCIAL MATTERS

Clerk Treasurer's Reports

Documents:

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

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

Approval of Claims

Document: Claims for June 15, 2026

Motion to Approve: Steve Latour

Seconded: Brian Tomamichel

Yes: Joe Plankis, Brian Tomamichel, Steve Latour, Patrick Downey

No: None

Abstain: None

Motion Determination: Passed

Approval of Disbursements

Grand Park North Infrastructure BOT

- GMP #1 and 2 – Total : \$1,610,433.82

Anova

- Total : \$1,225.00

Motion to Approve: Brian Tomamichel

Seconded: Steve Latour

Yes: Joe Plankis, Brian Tomamichel, Steve Latour, Patrick Downey

No: None

Abstain: None

Motion Determination: Passed

EXECUTIVE DIRECTOR REPORT

Executive Director Jenell Fairman presented updates on several major Westfield development projects, led by the proposed Trace Commons mixed-use development at Shady Nook Road and State Road 32. The \$64 million project will include retail space, apartments, townhomes, shared parking, trail-oriented amenities, and preservation of existing wooded areas along the Midland Trace Trail. Discussion also covered the future SR 32 roundabout, which will be funded in part through the project's TIF district. Construction updates were also given on the Park Street improvements and future plaza with connection to the Midland Trace Trail. Additional updates focused on the Grand Park District, including ongoing infrastructure planning, zoning revisions designed to allow greater design flexibility, district branding efforts, and the anticipated adoption of a new mixed-use zoning designation. Proposed changes include relocating the planned ice arena to improve traffic flow and accommodate future parking and hotel development. Finally, the city reported progress on the Level Up Innovation Hub, which will feature coworking space, event areas, private offices, and a potential coffee shop as part of its phased development.

OLD BUSINESS

NEW BUSINESS

a. Action Item #1 - Resolution 17-2026 re: Amendments to Declaratory Resolution - East Side EDA and creation of the Trace Commons Allocation Area

Document: Resolution 17-2026

Executive Director Jenell Fairman and Legal Counsel from Barnes and Thornburg, Dustin Meeks, presented the resolution as the

first step in creating a site-specific economic development allocation area for the Trace Commons project, so the city can use tax increment financing to support it. One parcel would be removed from the existing East Side EDA allocation area and folded into the new Trace Commons allocation area. Commission Secretary Latour noted support for the project, especially its potential benefit to the Shady Nook and State Road 32 corridor, and Executive Director Fairman emphasized that the future roundabout at Shady Nook and SR 32 will be added to the INDOT SR 32 project through an interlocal agreement with Westfield and paid for using TIF revenue.

Motion to Approve: Steve Latour
Seconded: Patrick Downey

Yes: Joe Plankis, Brian Tomamichel, Steve Latour, Patrick Downey
No: None
Abstain: None

Motion Determination: Passed

b. Action Item #2 - Ice Miller Engagement Letter

Document: Ice Miller Engagement Letter

Executive Director Jenell Fairman presented the engagement letter to help Westfield pursue designation of a Professional Sports Development Area (PSDA) for Grand Park. Because of the complexity of the legislative, legal, and financial requirements involved, the city is seeking outside expertise to guide the process, identify necessary reports and actions, and help position the proposal for consideration by state legislators in 2027. Ice Miller will serve on a \$7,000-per-month retainer through the expected end of the 2027 legislative session. Executive Director Fairman emphasized that securing a PSDA would be critical to attracting destination development around Grand Park, leveraging the facility's approximately 5.5 million annual visitors to generate additional economic activity, tax revenue, and quality-of-life investments. Commissioners expressed strong support for the engagement, noting that bringing in specialized counsel demonstrates the city's professionalism, commitment, and seriousness in pursuing major development opportunities that could benefit Westfield, Hamilton County, and the state of Indiana.

Motion: Approve: Patrick Downey
Seconded: Steve Latour

Yes: Joe Plankis, Brian Tomamichel, Steve Latour, Patrick Downey
No: None
Abstain: None

Motion Determination: Passed

OTHER BUSINESS

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

ADJOURNMENT

The Commission adjourned the meeting at 6:31 PM

Joseph Plankis, RDC President

Date



Executive Session Memorandum
City of Westfield Redevelopment Commission
June 15, 2026

MEMBERS PRESENT: Joseph Plankis, Brian Tomamichel, Patrick Downey

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 5:17 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 5:37 PM.

Joseph Plankis, President

Steve Latour, Secretary

June 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	\$ (195,376.25)	\$ 282,280.75		
	Wallack Somers & Haas				\$ (27,065.00)	
	Barnes & Thornburg				\$ (592.00)	\$ 227,558.75
244018349-Services		\$ 920,000.00	\$ (214,849.18)	\$ 730,500.85		
	The Superlative Group				\$ (5,245.33)	
	JS Held				\$ (11,231.37)	
	CrossRoad Engineers				\$ (362.00)	
	Hamilton County				\$ (113.48)	\$ 688,198.64
	Bondry				\$ (8,000.00)	
	CL Coonrod				\$ (397.85)	
244018241-Nonprofit		\$ 12,955,000.00		\$ 12,955,000.00		\$ 12,955,000.00
244018474-Land Purchase	Transfer Out to DWCDC	\$ 6,130,000.00	\$ (12,955,000.00)	\$ (6,825,000.00)		\$ (6,825,000.00)
		\$ 20,455,000.00	\$ (13,365,225.43)	\$ 7,142,781.60	\$ (53,007.03)	\$ 7,089,774.57

Fund No.-Name	Description	2026 Beginning Budget	YTD Claims Approved & Applied	Monthly Beginning Balance	MTD Claims Approved & Applied	Ending Balance
301-Eastside		\$ 607,350.00	\$ (301,975.00)	\$ 305,375.00	\$ -	\$ 305,375.00
302-Aurora		\$ 1,000,000.00		\$ 500,000.00		\$ 500,000.00
303-Lantern Commons		\$ 396,000.00		\$ 396,000.00	\$ -	\$ 396,000.00
304-Southside		\$ -		\$ -		\$ -
305-Grand Juntion	Debt Service & The Hoosier Co.	\$ 2,670,000.00	\$ (1,210,240.45)	\$ 1,114,007.55	\$ (531,110.00)	\$ 582,897.55
306-Osborne Trails		\$ 918,000.00	\$ (1,177,130.00)	\$ (259,130.00)		\$ (259,130.00)
308-Osborne Trails South		\$ -				\$ -
309-Eagletown		\$ 2,755,990.00	\$ (177,802.50)	\$ 2,578,187.50		\$ 2,578,187.50
310-SEP		\$ 221,752.00	\$ (117,467.21)	\$ 104,284.79		\$ 104,284.79
311-Spring Mill Centre	BOK Financial	\$ 122,990.00		\$ 122,990.00	\$ (34,900.00)	\$ 88,090.00
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	Adjustment to 305	\$ 2,000,000.00		\$ 2,000,000.00	\$ (345,500.00)	\$ 1,654,500.00
318-Gigabit		\$ 175,438.00		\$ 175,438.00		\$ 175,438.00
319-Spring Mill Station		\$ 2,312,625.00	\$ (279,350.00)	\$ 2,033,275.00		\$ 2,033,275.00
327-Union Square		\$ 909,000.00	\$ (175,150.00)	\$ 733,850.00		\$ 733,850.00
328-Wheeler Landing		\$ 719,913.00	\$ (242,489.72)	\$ 477,423.28		\$ 477,423.28
448-Eagletown DSR		\$ -				\$ -
Subtotal of Budget to Actual		\$ 16,907,145.00	\$ (3,728,881.13)	\$ 12,332,511.87		
Total Budget to Actual		\$ 37,362,145.00	\$ (17,094,106.56)	\$ 19,475,293.47	\$ (964,517.03)	\$ 18,510,776.44

June 2026-Fund Summary

Fund No.-Name	Description	Beginning Balance	Revenue MTD	MTD Actual Disbursed	Accounts Payable MTD	Ending Bank Balance	
244-RDC Capital Fund		\$ 560,294.24					
244348	Dennison Parking Inc		\$ 1,300.71				
	June Disbursements			\$ (53,007.03)			
		\$ 560,294.24	\$ 1,300.71	\$ (53,007.03)	\$ 397.85	\$ 508,985.77	
Fund No.-Name	Description	Beginning Balance	Revenue MTD	MTD Actual Disbursed	Ending Bank Balance	Cash in Investments	Available TIF Cash
301-Eastside		\$ 1,013,308.31	\$ 1,466,425.34	\$ -	\$ 2,479,733.65	\$ 700,000.00	\$ 3,179,733.65
302-Aurora		\$ 118,693.05	\$ 188,817.66		\$ 307,510.71	\$ 1,000,000.00	\$ 1,307,510.71
303-Lantern Commons		\$ 59,999.69	55284.78	\$ -	\$ 115,284.47		\$ 115,284.47
304-Southside		\$ -	\$ 2,360,437.73	\$ -	\$ 2,360,437.73		\$ 2,360,437.73
305-Grand Juntion	Debt Service/Transfer	\$ 848,411.42		\$ (531,110.00)	\$ 317,301.42	\$ 1,000,000.00	\$ 1,317,301.42
306-Osborne Trails		\$ 462,623.25	\$ 998,496.36	\$ (68,469.00)	\$ 1,392,650.61	\$ 400,000.00	\$ 1,792,650.61
308-Osborne Trails South		\$ 17,539.62	\$ 32,322.12		\$ 49,861.74	\$ 100,000.00	\$ 149,861.74
309-Eagletown		\$ 2,098,576.27	\$ 1,674,876.13		\$ 3,773,452.40	\$ 400,000.00	\$ 4,173,452.40
310-SEP		\$ 237,690.19	\$ 136,441.46		\$ 374,131.65		\$ 374,131.65
311-Spring Mill Centre		\$ -	\$ 749,169.91		\$ 749,169.91		\$ 749,169.91
314-Spring Mill Station SWC		\$ 41,796.95	\$ 14,778.43		\$ 56,575.38		\$ 56,575.38
316-Mainstreet		\$ 1,484,186.77	\$ 1,387,886.21		\$ 2,872,072.98	\$ 250,000.00	\$ 3,122,072.98
317-146th Street		\$ 1,155,477.48	\$ 611,679.94	\$ (345,500.00)	\$ 1,421,657.42	\$ 3,300,000.00	\$ 4,721,657.42
318-Gigabit		\$ -	\$ 93,743.85		\$ 93,743.85		\$ 93,743.85
319-Spring Mill Station	BOK Financial 05/05/2026	\$ 588,549.21		\$ (279,350.00)	\$ 309,199.21	\$ 2,600,000.00	\$ 2,909,199.21
324-Eagletown DSR		\$ -			\$ -	\$ 81.43	\$ 81.43
327-Union Square	BOK Financial	\$ (161,224.37)	\$ 158,723.61		\$ (2,500.76)		\$ (2,500.76)
328-Wheeler Landing		\$ -	\$ 572,938.97	\$ -	\$ 572,938.97		\$ 572,938.97
Total		\$ 8,525,922.08	\$ 10,503,323.21	\$ (1,277,436.03)	\$ 17,243,221.34	\$ 9,750,081.43	\$ 26,993,302.77

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	\$ 1,999.16	\$ 2,099.00	\$ 2,049.05							\$ 12,328.84
302-Aurora	\$ 1,528.80	\$ 1,372.30	\$ 1,514.36	\$ 2,855.94	\$ 2,998.57	\$ 2,927.22							\$ 13,197.19
303-Lantern Commons													
304-Southside													
305-Grand Juntion	\$ 3,057.60	\$ 2,744.58	\$ 3,028.72	\$ 2,855.94	\$ 2,998.57	\$ 2,927.22							\$ 17,612.63
306-Osborne Trails	\$ 1,223.04	\$ 1,097.84	\$ 1,211.49	\$ 1,142.38	\$ 1,199.43	\$ 1,170.89							\$ 7,045.07
308-Osborne Trails South				\$ 285.58	\$ 299.86	\$ 292.72							\$ 878.16
309-Eagletown	\$ 1,223.04	\$ 1,097.84	\$ 1,211.49	\$ 1,142.38	\$ 1,199.43	\$ 1,170.89							\$ 7,045.07
310-SEP													
311-Spring Mill Centre													
316-Mainstreet	\$ 764.40	\$ 686.15	\$ 757.18	\$ 713.99	\$ 749.64	\$ 731.80							\$ 4,403.16
317-146th Street	\$ 10,090.08	\$ 9,057.08	\$ 9,994.78	\$ 9,424.61	\$ 9,895.28	\$ 9,659.81							\$ 58,121.64
318-Gigabit													
319-Spring Mill Station	\$ 7,949.76	\$ 7,135.88	\$ 7,874.67	\$ 7,425.45	\$ 7,796.28	\$ 7,610.76							\$ 45,792.80
324-Eagletown DSR	\$ 0.31	\$ 0.28	\$ 0.31	\$ 0.30	\$ 0.31	\$ 0.30							\$ 1.81
327-Union Square													
328-Wheeler Landing													
448-Eagletown DSR	\$ 787.69	\$ 1,315.67	\$ (232.29)	\$ 1,015.87	\$ 769.50	\$ 1,099.51							\$ 4,755.95
Total Interest from TIF Investments	\$ 28,765.04	\$ 26,428.83	\$ 27,480.81	\$ 28,861.60	\$ 30,005.87	\$ 29,640.17							\$ 171,182.32

Lifetime Interest by Year	2023	2024	2025	2026	Lifetime Total
244-RDC Capital	\$ -	\$ -	\$ -	\$ -	\$ -
301-Eastside	\$ 9,705.20	\$ 7,012.33	\$ 41,614.67	\$ 12,328.84	\$ 70,661.04
302-Aurora	\$ 3,365.96	\$ 26,627.75	\$ 21,042.91	\$ 13,197.19	\$ 64,233.81
303-Lantern Commons (AKA Front Street)					
304-Southside					
305-Grand Juntion	\$ 35,510.93	\$ 17,530.86	\$ 38,098.76	\$ 17,612.63	\$ 108,753.18
306-Osborne Trails			\$ 15,239.51	\$ 7,045.07	\$ 22,284.58
308-Osborne Trails South				\$ 878.16	
309-Eagletown	\$ 33,042.55	\$ 5,259.23	\$ 19,125.38	\$ 7,045.07	\$ 64,472.23
310-SEP					
311-Spring Mill Centre					
316-Mainstreet	\$ 19,354.30	\$ 5,200.60	\$ 13,290.26	\$ 4,403.16	\$ 42,248.32
317-146th Street	\$ 28,049.71	\$ 159,771.88	\$ 142,179.00	\$ 58,121.64	\$ 388,122.23
318-Gigabit					
319-Spring Mill Station	\$ 16,829.82	\$ 92,221.14	\$ 108,208.05	\$ 45,792.80	\$ 263,051.81
324-Eagletown DSR	\$ -	\$ 4,818.13	\$ 14,012.18	\$ 1.81	\$ 18,832.12
327-Union Square					
328-Wheeler Landing					
448-Eagletown DSR	\$ -	\$ -	\$ 265.20	\$ 4,755.95	\$ 5,021.15
Life-to-Date of Investments	\$ 145,858.47	\$ 318,441.92	\$ 413,075.92	\$ 171,182.32	\$ 1,048,558.63

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
4/13/2026	Wallack Somers & Haas	244	\$ 24,636.76
4/13/2026	Barnes & Thornburg	244	\$ 1,988.00
5/13/2026	Wallack Somers & Haas	244	\$ 29,008.50
5/13/2026	Barnes & Thornburg	244	\$ 1,177.00
6/10/2026	Wallack Somers & Haas	244	\$ 29,008.50
6/10/2026	Barnes & Thornburg	244	\$ 1,177.00
Total-Legal			\$ 197,904.75

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
6/10/2026	Bondry Management Consulting	244	\$ 8,000.00
Total-Municipal Advisor			\$ 75,000.00

Grand Total			\$ 272,904.75
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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.

July 20, 2026

Fiscal Officer

ALLOWANCE OF ACCOUNTS PAYABLE VOUCHERS
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CITY OF WESTFIELD

We have examined the Accounts Payable Vouchers listed on the foregoing Register of Accounts Payable Vouchers consisting of 3 pages and except for accounts payables not allowed as shown on the Register such account payables are hereby allowed in the total amount of \$362,931.91 and pending director approval such accounts payables are hereby allowed in the total amount of \$0.

Dated this 20 day of July, 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: 06/12/26..07/17/26

7/17/2026 12:21 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									
VEN011840	C L Coonrod and Co	APP139589	6/23/2026	244018349	REDEVELOP DISTRICT	May services	397.85	84736	7/14/2026
VEN011751	Wallack Somers and Haas PC	APP140046	7/17/2026	244018330	REDEVELOP DISTRICT	146 and Towne	55.00		
VEN011751	Wallack Somers and Haas PC	APP140046	7/17/2026	244018330	REDEVELOP DISTRICT	June services	110.00		
VEN011751	Wallack Somers and Haas PC	APP140046	7/17/2026	244018330	REDEVELOP DISTRICT	Card	2,200.00		
VEN011751	Wallack Somers and Haas PC	APP140046	7/17/2026	244018330	REDEVELOP DISTRICT	ECR	1,760.00		
VEN011751	Wallack Somers and Haas PC	APP140046	7/17/2026	244018330	REDEVELOP DISTRICT	Gateway	495.00		
VEN011751	Wallack Somers and Haas PC	APP140046	7/17/2026	244018330	REDEVELOP DISTRICT	General	1,870.00		
VEN011751	Wallack Somers and Haas PC	APP140046	7/17/2026	244018330	REDEVELOP DISTRICT	GRPK Gen	990.00		
VEN011751	Wallack Somers and Haas PC	APP140046	7/17/2026	244018330	REDEVELOP DISTRICT	GRPK South	165.00		
VEN011751	Wallack Somers and Haas PC	APP140046	7/17/2026	244018330	REDEVELOP DISTRICT	Ham Cross	110.00		
VEN011751	Wallack Somers and Haas PC	APP140046	7/17/2026	244018330	REDEVELOP DISTRICT	Ice Fac	5,830.00		
VEN011751	Wallack Somers and Haas PC	APP140046	7/17/2026	244018330	REDEVELOP DISTRICT	Jaffe	55.00		
VEN011751	Wallack Somers and Haas PC	APP140046	7/17/2026	244018330	REDEVELOP DISTRICT	June Services	55.00		
VEN011751	Wallack Somers and Haas PC	APP140046	7/17/2026	244018330	REDEVELOP DISTRICT	Lantern	55.00		
VEN011751	Wallack Somers and Haas PC	APP140046	7/17/2026	244018330	REDEVELOP DISTRICT	Level 2	440.00		
VEN011751	Wallack Somers and Haas PC	APP140046	7/17/2026	244018330	REDEVELOP DISTRICT	LOR	55.00		
VEN011751	Wallack Somers and Haas PC	APP140046	7/17/2026	244018330	REDEVELOP DISTRICT	Market	880.00		
VEN011751	Wallack Somers and Haas PC	APP140046	7/17/2026	244018330	REDEVELOP DISTRICT	Park St	806.76		
VEN011751	Wallack Somers and Haas PC	APP140046	7/17/2026	244018330	REDEVELOP DISTRICT	PSDA	330.00		
VEN011751	Wallack Somers and Haas PC	APP140046	7/17/2026	244018330	REDEVELOP DISTRICT	Riverview	165.00		
VEN011751	Wallack Somers and Haas PC	APP140046	7/17/2026	244018330	REDEVELOP DISTRICT	Schaaf	55.00		
VEN011751	Wallack Somers and Haas PC	APP140046	7/17/2026	244018330	REDEVELOP DISTRICT	Wheeler	55.00		
VEN011751	Wallack Somers and Haas PC	APP140046	7/17/2026	244018330	REDEVELOP DISTRICT	COW WoodWind	55.00		
VEN012776	CrossRoad Engineers PC	APP140047	7/17/2026	244018349	REDEVELOP DISTRICT	June services	3,996.50		
VEN000931	Ice Miller LLP	APP140048	7/17/2026	244018349	REDEVELOP DISTRICT	June services	7,000.00		
VEN000081	Alt and Witzig Engineering Inc	APP140049	7/17/2026	244018349	REDEVELOP DISTRICT	Site Assessment update	1,400.00		
VEN012694	McCarter and English LLP	APP140051	7/17/2026	244018349	REDEVELOP DISTRICT	May services	3,625.00		
VEN005661	Barnes and Thornburg LLP	APP140052	7/17/2026	244018330	REDEVELOP DISTRICT	Tax Abatement matters	1,136.00		
VEN005661	Barnes and Thornburg LLP	APP140053	7/17/2026	244018330	REDEVELOP DISTRICT	Redevelopment matters	568.00		
VEN005661	Barnes and Thornburg LLP	APP140054	7/17/2026	244018330	REDEVELOP DISTRICT	Trace Commons	1,766.00		
VEN011754	Bondry Management Consulting LLC	APP140055	7/17/2026	244018349	REDEVELOP DISTRICT	Trace Crossing	5,000.00		
VEN011754	Bondry Management Consulting LLC	APP140055	7/17/2026	244018349	REDEVELOP DISTRICT	Gateway	5,000.00		

Purchase Invoice Register

City of Westfield

Report Date Range: 06/12/26..07/17/26

7/17/2026 12:21 PM

Page 2 of 3

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									
VEN011754	Bondry Management Consulting LLC	APP140055	7/17/2026	244018349	REDEVELOP DISTRICT	Park and Poplar	5,000.00		
VEN012803	Card and Assoc	APP140056	7/17/2026	244018349	REDEVELOP DISTRICT	Westfield Hockey	6,601.00		
VEN012146	DKGR LLC	APP140057	7/17/2026	244018349	REDEVELOP DISTRICT	Level Up Innovation HUB	20,839.20		
VEN011754	Bondry Management Consulting LLC	APP140058	7/17/2026	244018349	REDEVELOP DISTRICT	Pay 2027 TIF Neutralizations	36,000.00		
Subtotal for RDC							114,921.31		
Subtotal for Fund 244 Redevelopment District Capital							114,921.31		
Fund No. Fund Name									
305 Grand Junction TIF									
RDC									
VEN004182	The Hoosier Co	APP139018	6/15/2026	305018474	GRAND JUNCT TIF-	Temp Parking lot on Park St	4,110.00	84640	6/23/2026
Subtotal for RDC							4,110.00		
Subtotal for Fund 305 Grand Junction TIF							4,110.00		
Fund No. Fund Name									
306 Osborne Trails TIF									
RDC									
VEN000010	A and F Engineering	APP138991	6/15/2026	306018474	OSBORNE TRAILS TIF-	PE Services for 191st St	68,469.00	84564	6/23/2026
Subtotal for RDC							68,469.00		
Subtotal for Fund 306 Osborne Trails TIF							68,469.00		
Fund No. Fund Name									
311 Spring Mill Centre TIF									
RDC									
VEN008527	BOK Financial	APP139775	6/19/2026	311018380	SPRINGMILL CENTR TIF-	2020 Spring Mill Centre Bond	5,000.00	500001409	7/13/2026
VEN008527	BOK Financial	APP139775	6/19/2026	311018381	SPRINGMILL CENTR TIF-	2020 Spring Mill Centre Bond	29,900.00	500001409	7/13/2026
Subtotal for RDC							34,900.00		
Subtotal for Fund 311 Spring Mill Centre TIF							34,900.00		

Purchase Invoice Register

City of Westfield

Report Date Range: 06/12/26..07/17/26

7/17/2026 12:21 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									
318	Gigabit Broadband TIF								
	RDC								
VEN012714	Argent Institutional Trust	APP139398	7/1/2026	318018131	GIGABIT BROADBAND TIF-	2015 Metro Fibernet Bond	93,743.85	500001400	7/2/2026
	Subtotal for RDC						93,743.85		
Subtotal for Fund 318 Gigabit Broadband TIF							93,743.85		
Fund No. Fund Name									
429	2012 Bond Interest								
	RDC								
VEN001652	Regions Bank	APP139384	7/1/2026	429018380	2012 BOND DSR-	2012 Bond	35,000.00	200000589	7/2/2026
VEN001652	Regions Bank	APP139384	7/1/2026	429018381	2012 BOND DSR-INT	2012 Bond	11,787.75	200000589	7/2/2026
	Subtotal for RDC						46,787.75		
Subtotal for Fund 429 2012 Bond Interest							46,787.75		
Posted Invoices Total							362,931.91		
Credit Memos									
Vendor No.	Vendor Name	Cr. Memo No.	Date	GL Acct.	GL Account Name	Description	Amount		
Credit Memo Total									

C.L. Coonrod & Co. CPA, P.C.

3850 Priority Way S Dr. #225
Indianapolis, IN 46208
AP@CoonrodCPA.com



Certified Public Accountants. Governmental Accounting and Budgeting

INVOICE

BILL TO
Westfield, City of
2728 East 171st Street
Westfield, IN 46074

Admin. 101-001-331
\$10,978.03

INVOICE 24703
DATE 05/31/2026
TERMS Net 30
DUE DATE 06/30/2026

ENGAGEMENT LETTER EFFECTIVE
01/01/2024

RDC -244-018-349
\$397.85

ACCOUNT SUMMARY

04/30/2026	Balance Forward	8,458.73
	Other payments and credits after 04/30/2026 through 05/30/2026	0.00
05/31/2026	Other invoices from this date	0.00
	New charges (details below)	2,917.15
	Total Amount Due	11,375.88

DATE	EMPLOYEE	DESCRIPTION	HOURS	RATE	AMOUNT
		Westfield, City of			
05/31/2026		Mileage to Meeting with Head of Finance			14.50
		SUBTOTAL - Westfield, City of			14.50
		Westfield, City of:Budget Consulting			
05/05/2026	Roeger	Follow up on RDC funds and expenditures	1:13	327.00	397.85
05/19/2026	Parker	Annexation Fiscal Plan	3:00	321.00	963.00
05/20/2026	Parker	Annexation Fiscal Plan	1:00	321.00	321.00
05/27/2026	Roeger	Review road bonds cashflow	0:26	327.00	141.70
05/27/2026	Roeger	Preparation and attendance at finance meeting	2:33	327.00	833.85
05/27/2026	Roeger	Discussion with C-T about road appropriation, different funding sources	0:45	327.00	245.25
		SUBTOTAL - Westfield, City of:Budget Consulting			2,902.65

We appreciate your business and look forward to helping you again soon.

TOTAL OF NEW CHARGES 2,917.15

Ways to pay

BALANCE DUE

\$11,375.88



View and pay



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

City of Westfield
Billing Statement Summary

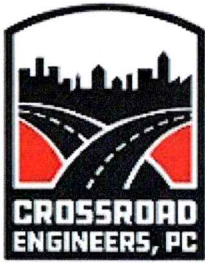
June 30, 2026

	Matter	Invoice Date	Invoice#	Current Fees	30 Days	Total Due
26001	146 & Towne	07/06/2026	39798	\$ 55.00		\$55.00
24000	██████	07/06/2026	39799	\$110.00		\$110.00
26006	Card	07/06/2026	39800	\$2,200.00		\$2,200.00
25010	ECR	07/06/2026	39801	\$1,760.00		\$1,760.00
24015	Gateway	07/06/2026	39802	\$495.00		\$495.00
24000	General	07/06/2026	39803	\$1,870.00		\$1,870.00
25001	GrPGen	07/06/2026	39892	\$990.00		\$990.00
24000	GrPSouth	07/06/2026	39805	\$165.00		\$165.00
25008	HamCross	07/06/2026	39806	\$110.00		\$110.00
25005	IceFac	07/06/2026	39807	\$5,830.00		\$5,830.00
24011	Jaffe	07/06/2026	39808	\$ 55.00		\$ 55.00
24000	██████	07/06/2026	39809	\$55.00		\$55.00
24013	Lantern	07/06/2026	39810	\$55.00		\$55.00
25006	Level2	07/06/2026	39811	\$440.00		\$440.00
24000	LOR	07/06/2026	39812	\$55.00		\$55.00
25009	Market	07/06/2026	39813	\$880.00		\$880.00
24017	ParkSt	07/06/2026	39894	\$806.76		\$806.76
26007	PSDA	07/07/2026	39896	\$330.00		\$330.00
24000	Riverview	07/06/2026	39815	\$165.00		\$165.00
25017	Schaaf	07/06/2026	39816	\$55.00		\$55.00
24021	Wheeler	07/06/2026	39817	\$55.00		\$55.00
24000	COW-WoodWind	07/06/2026	39818	\$55.00		\$55.00
			Totals:	\$16,591.76		\$16,591.76

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

Tel: 317.231.9000

Fax: 317.231.9900



REMIT TO:

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

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

Invoice number 261271
Date 07/01/2026

Project GRAND PARK BOT - OTR SERVICES

Total Due This Invoice (see breakdown below):	\$3,996.50
--	-------------------

For services performed May 30, 2026 through June 26, 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	18.50	181.00	3,348.50
Senior Plan Reviewer			
Robert A. Bleich	4.50	144.00	648.00
Phase subtotal	23.00		3,996.50
Invoice total			3,996.50

Invoice Summary

Description	Contract Amount	Current Billed	Prior Billed	Total Billed	Remaining
PLAN SPECIFICATION & REVIEW	23,500.00	3,996.50	6,131.50	10,128.00	13,372.00
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	3,996.50	6,403.00	10,399.50	38,600.50

Grand Park BOT - OTR Services

Plan Specification & Review

Date Range from: 5/30/2026 to 6/26/2026

Employee/Activity	Work In Progress							Writeoff
	Total	Billed	WIP Total	Billable	Deferred	Hold	Non Billable	
Robert A. Bleich	4.50	4.50						
Billable Time	4.50	4.50						
	Total	Billed	WIP Total	Billable	Deferred	Hold	Non Billable	Writeoff
6/1/2026	1.00	1.00						
6/5/2026	1.00	1.00						
6/15/2026	2.50	2.50						
William F. Hall II	18.50	18.50						
Billable Time	18.50	18.50						
	Total	Billed	WIP Total	Billable	Deferred	Hold	Non Billable	Writeoff
6/5/2026	0.50	0.50						
6/12/2026	0.50	0.50						
6/15/2026	5.00	5.00						
6/16/2026	6.50	6.50						
6/17/2026	3.00	3.00						
6/18/2026	1.00	1.00						
6/19/2026	0.50	0.50						
6/23/2026	0.50	0.50						
6/25/2026	0.50	0.50						
6/26/2026	0.50	0.50						
Total	23.00	23.00						

Invoice No. 01-2596174
July 8, 2026

Jenell Fairman
City of Westfield Redevelopment Commission
Deliver via Email
jfairman@westfield.in.gov

Re: Government Affairs
Our Client.Matter No. 078560.10001

INVOICE SUMMARY

For Services rendered through June 30, 2026

Professional Services	\$7,000.00
Total Current Invoice	\$7,000.00

Thank you for giving Ice Miller the opportunity to serve you. We appreciate your business and the confidence you have placed in us. Please call if we can be of further assistance.

Get the **legal insights** tailored to you—straight to your inbox.

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SIGN UP HERE



PROFESSIONAL SERVICES

Description	Amount
Professional Services Rendered through June 30, 2026.	\$7,000.00

Total Invoice Balance Due	\$7,000.00
---------------------------	------------

Payment Terms: Due Upon Receipt. Interest charges may accrue on past due balance.

Questions on payments, wiring instructions, outstanding balances, etc. please email payice@icemiller.com.
Questions related to billing, including copies of invoices please email icemillerbilling@icemiller.com.



Alt & Witzig Consulting Services

4105 West 99th Street • Carmel, Indiana • 46032
Ph (317) 875-7000 • Fax (800) 875-6028

June 9, 2026

City of Westfield Redevelopment Commission
2728 East 171st Street
Westfield, Indiana 46074
Attn: Ms. Jenell Fairman, Director of Economic Development

RE: Phase I Environmental
Site Assessment Update

[REDACTED]
[REDACTED]
Westfield Indiana, 46074
Alt & Witzig Project No.: 26IN0316

**** INVOICE ****

Phase I ESA Update	Lump Sum	<u>\$1,400.00</u>
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TOTAL AMOUNT DUE: \$1,400.00

Please Refer to Invoice **26IN0316** and Remit to:

Alt & Witzig Consulting Services
4105 W. 99th Street
Carmel, IN 46032

Term of payments are **NET 30 DAYS.**
Balances over 30 days bear interest at 1-1/2% per month.

Offices:

Cincinnati • Columbus, Ohio • Hebron, Kentucky
Indianapolis • Evansville • Ft. Wayne • Lafayette • Merrillville, Indiana

***Subsurface Investigation and Foundation Engineering
Construction Materials Testing and Inspection
Environmental Services***

City of Westfield
Jenell Fairman,, Director of Economic
Development
2728 E. 171st Street
Westfield, IN 46074

Invoice Date: June 15, 2026
Invoice Number: 9275370
Matter Number: 142912-00003

Client: City of Westfield
Matter: 18160 Market Court Redevelopment Project

For professional services rendered through May 31, 2026

Currency: USD

Fees \$3,625.00

Total Amount Due \$3,625.00

Payment Due Upon Receipt Unless Otherwise Negotiated

Please Remit to:

Mail To:
McCarter & English, LLP
Four Gateway Center
100 Mulberry Street
Newark, NJ 07102
Tel 973.622.4444
Fax 973.624.7070
www.mccarter.com
Tax I.D. # 22-1534652

Electronic Payment Instructions:
AccountsReivable@McCarter.com
Account Name: McCarter & English, LLP
Account Number: 2020080016953
Financial Institution: Wells Fargo Bank, N.A.
ACH ABA: 021200025
Wire Transfer ABA: 121000248
SWIFT: WFBUIUS6S (International payments)
(Please Reference Invoice Number)

BARNES & THORNBURG LLP

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

WESTFIELD REDEVELOPMENT COMMISSION
ATTN: CHUCK HABERMAN & JENELL FAIRMAN
2728 E 171ST ST.
WESTFIELD, IN 46074
rbaker@westfield.in.gov; chaberman@westfield.in.gov

Invoice 3594481

June 16, 2026
Brian L. Burdick
00099516-00000008

Page 2

PAYABLE UPON RECEIPT

00099516-00000008
TAX ABATEMENT MATTERS

For legal services rendered in connection with the above matter for the period ending May 31, 2026 as described on the attached detail.

Fees for Services	\$	1,136.00
Total This Invoice	\$	1,136.00

BARNES & THORNBURG LLP

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

WESTFIELD REDEVELOPMENT COMMISSION
ATTN: CHUCK HABERMAN & JENELL FAIRMAN
2728 E 171ST ST.
WESTFIELD, IN 46074
rbaker@westfield.in.gov; chaberman@westfield.in.gov

Invoice 3594479

June 16, 2026
Brian L. Burdick
00099516-00000001

Page 2

PAYABLE UPON RECEIPT

00099516-00000001
REDEVELOPMENT MATTERS

For legal services rendered in connection with the above matter for the period ending May 31, 2026 as described on the attached detail.

Fees for Services	\$	568.00
Total This Invoice	\$	568.00

BARNES & THORNBURG LLP

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

WESTFIELD REDEVELOPMENT COMMISSION
ATTN: CHUCK HABERMAN & JENELL FAIRMAN
2728 E 171ST ST.
WESTFIELD, IN 46074
rbaker@westfield.in.gov; chaberman@westfield.in.gov

Invoice 3594485

June 16, 2026
Brian L. Burdick
00099516-00000011

Page 2

PAYABLE UPON RECEIPT

00099516-00000011
TRACE COMMONS PROJECT

For legal services rendered in connection with the above matter for the period ending May 31, 2026 as described on the attached detail.

Fees for Services	\$	1,766.00
Total This Invoice	\$	1,766.00

Bondry Management Consultants

35 E Main St Ste 200
 Carmel, IN US
 +13175379555
 oscar@bondryconsulting.com
 bondryconsulting.com



INVOICE

BILL TO

Jennell Fairman
 Westfield RDC
 2728 E 171st Street
 Westfield, Indiana 46074

INVOICE # 00364**DATE** 07/01/2026**DUE DATE** 08/15/2026**TERMS** Net 45

DESCRIPTION	Project Code	AMOUNT
• Trace Crossing Tax Impact Statement : \$5,000	25006	5,000.00
• Gateway (Lantern Commons) Feasibility (3rd Round) : \$5,000	24015	5,000.00
• Park & Poplar Feasibility (3rd Round) : \$5,000	24017	5,000.00

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

BALANCE DUE**\$15,000.00**

Ways to pay


[View and pay](#)
Check Remittance Address

35 East Main St. Suite 200
 Carmel, IN 46032

Wire or ACH Electronic Payment

Bank: Community First Bank of Indiana
 Bank Account: 5601034
 Routing Number: 074914407

If you have any questions regarding the above transfer instructions or you would like to confirm receipts of wired funds, please contact Julie Riess at (317) 490-6113 email julie@vandyaccounting.com

INVOICE



ATTN:
10475 Crosspoint Blvd
Suite 410
Indianapolis IN 46256
United States
lblack@cardandassoc.com

DATE:
7/6/2026
INVOICE #:
INV100506

BILL TO

City of Westfield

SHIP TO

City of Westfield

SALES REP	PO #	SHIPPING METHOD	DUE DATE	TERMS
	WESTFIELD HOCKEY		7/6/2026	Due on receipt

ITEM	DESCRIPTION	QTY	RATE	AMOUNT
Labor Fees Income		1	\$6,601.00	\$6,601.00

SUBTOTAL \$6,601.00

TAX

TOTAL \$6,601.00

AMOUNT PAID \$0.00

AMOUNT DUE \$6,601.00

DKGR LLC

10 W MARKET ST STE 800
Indianapolis, IN 46204 USA
3176140053
dkgr@dkgrar.com
www.dkgrar.com



INVOICE

BILL TO

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

INVOICE # 2026-015-001

DATE 06/30/2026

DUE DATE 07/30/2026

TERMS Net 30

PROJECT NAME

Level Up Innovation Hub

DKGR PROJECT #

2026-015

DESCRIPTION	QTY	RATE	AMOUNT
00 Pre-Design 100% Discovery and Field Verification	1	2,500.00	2,500.00
01 Schematic Design 100% Architectural Schematic Design	1	11,900.00	11,900.00
01 Schematic Design 100% MEP SD Narrative	1	6,300.00	6,300.00
Reimbursables (3) Roundtrip Site Visits Mileage	192	0.725	139.20

Per Contact Dated 3.19.2026

BALANCE DUE

\$20,839.20

Bondry Management Consultants
35 E Main St Ste 200
Carmel, IN US
+13175379555
oscar@bondryconsulting.com
bondryconsulting.com



INVOICE

BILL TO

Jennell Fairman
Westfield RDC
2728 E 171st Street
Westfield, Indiana 46074

INVOICE # 00373

DATE 07/07/2026

DUE DATE 08/21/2026

TERMS Net 45

DESCRIPTION

AMOUNT

• Pay 2027 TIF Neutralizations	36,000.00
--------------------------------	-----------

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

BALANCE DUE

\$36,000.00

Ways to pay



[View and pay](#)

Check Remittance Address

35 East Main St. Suite 200
Carmel, IN 46032

Wire or ACH Electronic Payment

Bank: Community First Bank of Indiana
Bank Account: 5601034
Routing Number: 074914407

If you have any questions regarding the above transfer instructions or you would like to confirm receipts of wired funds, please contact Julie Riess at (317) 490-6113 email julie@vandyaccounting.com

THE HOOSIER COMPANY LLC
P.O. BOX 681064
5421 W. 86TH STREET
INDIANAPOLIS, IN 46268
317 872-8125

Temp Parking Lot on Park Street
305018474

Invoice 18184

Bill to: CITY OF WESTFIELD 2706 E 171ST STREET WESTFIELD, IN 46074	Job: 26IN18184 CITY OF WESTFIELD
---	-------------------------------------

Invoice #: 18184	Date: 04/23/26	Customer P.O. #: JUSTIN JONES EMAIL
Payment Terms: NET 30 DAYS		Salesperson: JOSH COULTER
Customer Code: 5210		

Remarks:

Quantity	Description	U/M	Unit Price	Extension
60.000	PARKING STOPS	EA	61.000	3,660.00
1.000	SHIPPING	LS	450.000	450.00
Total:				4,110.00
Current Due:				4,110.00



Current Invoice	\$68,469.00
Past Due Balance	\$0.00
Total Due	\$68,469.00

Description	Contract Amt	Percent Complete	Prior Billed	Total Billed	Current Billed
A&F Engineering Services					
Project Management	\$ 49,100.00	45%	\$ 19,640.00	\$ 22,095.00	\$2,455.00
Road Design/Plan Dev - 191st/Horton/193rd	\$ 366,310.00	45%	\$ 146,524.00	\$ 164,839.50	\$18,315.50
Road Design/Plan Dev - Spring Mill Rd	\$ 128,760.00	45%	\$ 51,504.00	\$ 57,942.00	\$6,438.00
Drainage Design/Plan Development	\$ 98,810.00	45%	\$ 39,524.00	\$ 44,464.50	\$4,940.50
Public Involvement	\$ 5,580.00	0%	\$ -	\$ -	\$0.00
Traffic - Lighting/Signs/Markings/MOT Design	\$ 69,480.00	45%	\$ 27,792.00	\$ 31,266.00	\$3,474.00
Bidding Phase Services/Procurement	\$ 10,030.00	0%	\$ -	\$ -	\$0.00
Construciton Phase/Post-bid Services	\$ 9,260.00	0%	\$ -	\$ -	\$0.00
HWC Engineering					
Project Management	\$ 15,900.00	61%	\$ 6,996.00	\$ 9,699.00	\$2,703.00
Topographic Survey	\$ 92,000.00	90.22%	\$ 83,000.00	\$ 83,000.00	\$0.00
Environmental Services	\$ 7,300.00	6%	\$ -	\$ 438.00	\$438.00
Permitting	\$ 18,000.00	0%	\$ -	\$ -	\$0.00
Roadway Design/Plan Dev	\$ 161,100.00	39.57%	\$ 53,550.00	\$ 63,750.00	\$10,200.00
Hydraulics Design & Plan Dev	\$ 97,500.00	25%	\$ 5,850.00	\$ 24,375.00	\$18,525.00
Utility Coordination	\$ 28,000.00	18%	\$ 3,920.00	\$ 4,900.00	\$980.00
Construction Phase Services	\$ 20,000.00	0%	\$ -	\$ -	\$0.00
Total	\$ 1,177,130.00		\$ 438,300.00	\$ 506,769.00	\$68,469.00
Current Invoice Total					\$68,469.00



Confidence in the built environment.

15075 Allisonville Rd.
Noblesville, IN 46060

hwcengineering.com

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

April 27, 2026

Invoice No: 2502-035-A - 0000009

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 March 30, 2026 to April 26, 2026

Phase 50 Project Management- LS

Fee

Total Fee 15,900.00

Percent Complete 57.00 Total Earned 9,063.00
Previous Fee Billing 6,996.00
Current Fee Billing 2,067.00

Total Fee 2,067.00

Total this Phase \$2,067.00

Phase 53 Roadway Design & Plan Dev East- LS

Task 532 Preliminary Field Check- LS

Fee

Total Fee 51,000.00

Percent Complete 7.00 Total Earned 3,570.00
Previous Fee Billing 2,550.00
Current Fee Billing 1,020.00

Total Fee 1,020.00

Total this Task \$1,020.00

Total this Phase \$1,020.00

Phase 54 Hydraulic Design & Plan Dev East- LS

Fee

Total Fee 97,500.00

Percent Complete 13.00 Total Earned 12,675.00
Previous Fee Billing 5,850.00
Current Fee Billing 6,825.00

Total Fee 6,825.00

Total this Phase \$6,825.00

Phase 55 Utility Coordination- LS

Project	2502-035-A	A&F- 191st St Corr Improv - SM Rd to GP	Invoice	0000009
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Fee

Total Fee	28,000.00		
Percent Complete	16.00	Total Earned	4,480.00
		Previous Fee Billing	3,920.00
		Current Fee Billing	560.00
		Total Fee	560.00
		Total this Phase	\$560.00
		TOTAL THIS INVOICE	<u>\$10,472.00</u>

Outstanding Invoices

Number	Date	Balance
0000007	2/23/2026	31,740.90
0000008	3/30/2026	12,440.10
Total		44,181.00

Billings to Date

	Current	Prior	Total
Fee	10,472.00	153,316.00	163,788.00
Totals	10,472.00	153,316.00	163,788.00



Confidence in the built environment.

15075 Allisonville Rd.
Noblesville, IN 46060

hwcengineering.com

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

May 25, 2026

Invoice No: 2502-035-A - 0000010

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 April 27, 2026 to May 24, 2026

Phase 50 Project Management- LS
Fee

Total Fee 15,900.00

Percent Complete 61.00 Total Earned 9,699.00
Previous Fee Billing 9,063.00
Current Fee Billing 636.00

Total Fee 636.00

Total this Phase \$636.00

Phase 51 Environmental Services- LS
Fee

Total Fee 7,300.00

Percent Complete 6.00 Total Earned 438.00
Previous Fee Billing 0.00
Current Fee Billing 438.00

Total Fee 438.00

Total this Phase \$438.00

Phase 53 Roadway Design & Plan Dev East- LS

Task 532 Preliminary Field Check- LS

Fee

Total Fee 51,000.00

Percent Complete 25.00 Total Earned 12,750.00
Previous Fee Billing 3,570.00
Current Fee Billing 9,180.00

Total Fee 9,180.00

Total this Task \$9,180.00

Total this Phase \$9,180.00

Phase 54 Hydraulic Design & Plan Dev East- LS

INDIANAPOLIS | TERRE HAUTE | MUNCIE | LAFAYETTE | NEW ALBANY | HAMMOND | NORTH VERNON

hwcengineering.com

Project	2502-035-A	A&F- 191st St Corr Improv - SM Rd to GP	Invoice	0000010
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Fee

Total Fee	97,500.00			
Percent Complete	25.00	Total Earned	24,375.00	
		Previous Fee Billing	12,675.00	
		Current Fee Billing	11,700.00	
		Total Fee		11,700.00
		Total this Phase		\$11,700.00

Phase	55	Utility Coordination- LS
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Fee

Total Fee	28,000.00			
Percent Complete	17.50	Total Earned	4,900.00	
		Previous Fee Billing	4,480.00	
		Current Fee Billing	420.00	
		Total Fee		420.00
		Total this Phase		\$420.00

TOTAL THIS INVOICE \$22,374.00

Outstanding Invoices

Number	Date	Balance
0000008	3/30/2026	12,440.10
0000009	4/27/2026	10,472.00
Total		22,912.10

Billings to Date

	Current	Prior	Total
Fee	22,374.00	163,788.00	186,162.00
Totals	22,374.00	163,788.00	186,162.00



June 15, 2026

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

**SPRINGMILL20
CITY OF WESTFIELD, INDIANA TAXABLE ECONOMIC DEVELOPMENT
REVENUE BONDS, SERIES 2020 (SPRING MILL CENTRE PROJECT)**

Interest Payable on 08/01/2026
Principal Payable on 08/01/2026

\$29,900.00 311 018 380
\$ 5,000.00 311 018 380

MINIMUM PAYMENT DUE

\$34,900.00

The bond payment above will be paid with Tax Revenues collected in the designated tax increment area. The amount sent to the Trustee might be more than the amount above and any excess will be used to pay past interest payments totaling \$216,387.18 and/or principal on the bonds earlier than the redemption schedule.

Wire Payment Instructions:

Bank of Oklahoma
ABA #103900036
Account #600024642
Ref: BOKF Corporate Trust
Attn: Mark Hudson – Indianapolis
For Further Credit: SPRINGMILL20

ACH Payment Instructions:

Bank of Oklahoma
ABA #103900036
Trust Funds
Acct. No. 600024642
Attn: Mark Hudson - Indianapolis
For Further Credit: SPRINGMILL20

Questions related to this invoice may be directed to Mark Hudson MHudson@bokf.com or by phone at 317.599.4358 (office).

BOK Financial
Attn: Corporate Trust Department
143 W Market Street, Suite 600B
Indianapolis, IN 46204



June 9, 2026

TIF REVENUE INVOICE

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

Re: **City of Westfield, Indiana Taxable Economic Development
Revenue Bond, Series 2015 (Metro Fibernet Project)**

Account: 14085057554
Transtar: WFLDMETR2015

For TIF Revenue Payment due on:

July 15, 2026

Bond Interest Due	August 1, 2026	\$40,725.00
Bond Principal Due	August 1, 2026	\$45,000.00
Annual Trustee Fees coming due in next six (6) months (July - \$2,000):		\$2,000.00
Carryover from Previous Unpaid Amounts (1)		\$510,849.59
Current Amount of Payments Outstanding for Series 2015 Bonds		\$598,574.59

~~443 018 381~~
~~443 018 380~~

Note 1 - Represents unpaid debt service from February 1, 2016 through February 1, 2026
Unpaid amounts continue to accrue interest at the Bond Rate of 4.50% until paid.
Refer to Tracking Spreadsheet

Payments by Wire Transfer or ACH

Bank: Bank of America, N. A.
222 Broadway; New York, NY 10038
Wire ABA/Routing #026009593
ACH ABA/Routing #061000052
Account Number: 334037214715
Account Name: Argent Institutional Trust Company
5901 Peachtree Dunwoody Road, Suite C495
Atlanta, GA 30328
Attn: John Alexander, 317-804-0655
Ref: Westfield EDRB 2015 (Metro Fibernet)

Payments by Check

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

If you have questions or need additional information regarding this invoice, please feel free to call John Alexander at 317-804-0655 by email at jalexander@argentfinancial.com

> Jun Settlement
93,743.85

> 318.018-131 2026 Budgeted +175,438.00

> pays only 93,743.85
to 318.018-131

*A05 @ Bank Rec
> Rec'd to 443131
> Chg to 443 018 381 + 443 018 349
443 018 380



INVOICE

8182 Maryland Avenue, 12th Floor
Clayton, MO 63105
Phone (314) 615-3588

Date: June 2, 2026
Relationship Consultant: Kerry A. McFarland
Bond Issue #: 4563
RWP Account: 5480000465
Invoice #: R456304

City of Westfield
Attn: Clerk-Treasurer
130 Penn Street
Westfield, Indiana 46074-9544

Email to: mfarrar@westfield.in.gov

City of Westfield, Indiana Taxable Economic Development Revenue Bonds, Series 2012B
(MS Westfield Project)

TIF Revenues Due: July 15, 2026

DESCRIPTION	AMOUNT
Debt Service Payment Due for BI #4563	
TIF Revenues needed for Principal Due	\$35,000.00
TIF Revenues needed for Interest Due	\$11,787.75
Less funds on deposit in the Bond Fund:	\$0.00
TOTAL	\$46,787.75

429018380
429018381

If you intend to transfer Federal Funds VIA Federal Reserve Bank Wire Transfer System, please direct your transfer using the instructions shown below no later than one (1) Business day prior to due date:

Regions Bank
ABA #062005690
Credit: Regions Wealth Management Clearing
A/C#: 0247124342
F/F/C: CID5480000465 - BI 4563
Attn: Kerry McFarland @ 314-615-3588

46,787.75

If you intend to transfer Funds via ACH, please direct your transfer to the instructions shown below no later than three business days prior to payment date:

Regions Bank
ABA # 062000019
Credit: Regions Wealth Management Clearing
A/C#: 0247124342
F/F/C: CID5480000465 - BI 4563
Attn: Kerry McFarland @ 314-615-3588

If you intend to pay by check, it must arrive in our office no less than five (5) Business days prior to due date:

Regions Bank
Attn: Kerry McFarland
8182 Maryland Avenue, 12th Floor
Clayton, MO 63105

For questions, please contact Indiana Corporate Trust at (314) 615-3588

TSF from 316

Confidential

RESOLUTION NO. 18-2026
A RESOLUTION OF
THE CITY OF WESTFIELD REDEVELOPMENT COMMISSION
REGARDING GRANT FOR LAND ACQUISITION AND CONSTRUCTION

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, WW Land Development, LLC owns or controls certain real estate commonly known as 1816 W. 161st Street in Westfield, Indiana (the “**Real Estate**”); and

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

WHEREAS, pursuant to Indiana Code 36-7-14-12.2(a)(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(a)(25); and

WHEREAS, the Real Estate is or will be commercial property and is within the “district” for purposes of Indiana Code 36-7-14-12.2(a)(25); and

WHEREAS, the Commission has determined that it is now in the best interests of the Commission to enter into an agreement (the “**Grant Agreement**”) with DWCDC pursuant to which the Commission will make one or more grants to DWCDC in an amount not to exceed \$2,650,000.00 for the acquisition of the Real Estate for the ultimate purpose of constructing, rehabilitating, and/or repairing the same and/or the constructing, rehabilitating, and/or repairing the Real Estate and/or other commercial real estate located within the “district” for purposes of Indiana Code 36-7-14-12.2(a)(25), as authorized by Indiana Code 36-7-14-12.2 and other applicable law.

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

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

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

Adopted this 20th day of July, 2026.

**CITY OF WESTFIELD
REDEVELOPMENT COMMISSION**

Joseph Plankis, President

Chip Parsley, Vice President

Steve Latour, Secretary

Brian Tomamichel, Member

Patrick Downey, Member

PROFESSIONAL SERVICES CONTRACT ADDENDUM

This Addendum ("Addendum") is entered into by and between the Westfield Redevelopment Commission ("Commission"), and DKGR, LLC, an Indiana Limited Liability Company ("Service Provider") as of June 20th 2026. This addendum supplements and modifies the Professional Services Agreement dated March 19, 2026 ("Agreement"). In the event of a conflict between this Addendum and the Agreement, this Addendum shall control.

Except as expressly modified below, all terms and conditions of the Agreement remain unchanged and in full force and effect.

1. **Scope of Services.** The Scope of Service is hereby amended as follows:

The Scope of Services shall be revised to include Task 2 in addition to the original Task 1. Exhibit A, Description of the Services, Schedule of Fees and Compensation, is replaced in its entirety with the attached revised Exhibit A.

2. **Schedule of Services.** The term of the Agreement is hereby amended as follows:

The Schedule of Services shall be revised to include timeline for Task 2 in addition to the original Task 1, as described in the attached revised Exhibit B. Exhibit B is replaced in its entirety with the attached revised Exhibit B.

3. **Compensation.** The total compensation under the Agreement is hereby amended as follows:

Exhibit A, Description of the Services, Schedule of Fees and Compensation, is replaced in its entirety with the attached revised Exhibit A.

4. **Ratification.** All provisions of the Agreement not expressly amended by this Addendum are hereby ratified and confirmed.

5. **Entire Agreement.** This Addendum, together with the Agreement, constitutes the entire agreement between the parties.

IN WITNESS WHEREOF, Commission and Service Provider have executed this Addendum as of the dates set forth below.

Westfield Redevelopment Commission	Service Provider
By: _____	By: _____
Name: <u>Joseph Plankis</u>	Name: _____
Title: <u>President</u>	Title: _____
Date: <u>07/20/2026</u>	Date: _____

EXHIBIT A

Description of the Services; Schedule of Fees and Compensation

For the services provided pursuant to this Agreement, the Commission agrees to pay and Service Provider agrees to accept compensation in the amount in the table below, with a not-to-exceed total of \$34,200 for Task 1 and \$86,200 for Task 2. The not-to-exceed budget may only be exceeded upon advance written authorization of the Commission. Any additional services, not included in the scope will be compensated only upon prior written authorization and confirmation of the Commission. Invoices shall be submitted by the Service Provider monthly, and payment by the Commission is due within forth-five (45) days of receipt.

Project: 18160 Market Court Design

TASK 1 SCOPE & FEE STRUCTURE

CITY CONSULTING AGREEMENT - SCHEMATIC DESIGN, FURNITURE + SIGNAGE

ARCHITECTURAL SCHEMATIC DESIGN FEE (DKGR)

Discovery and Field Verification:	\$2,500
Schematic Design:	\$11,900

- Develop architectural program based on third-party vendor analysis/market study.
- Perform general code and accessibility review of existing conditions
- Present multiple test-fits based on the established program
- Present interior design concepts focusing on flexibility and a phased approach
- Outline exterior scope (if any) and design concepts
- Create a comprehensive set of 'Pricing Plans' from which to establish a ROM budget estimate

M/E/P ENGINEERING DESIGN FEE (CIRCLE DESIGN GROUP)

Schematic Design:	\$6,300
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- Evaluate facilities assessment for prioritized needs
- Establish an MEP scope narrative based on above assessment and phased approach

ADDITIONAL SERVICES OFFERED (AS NEEDED)

- Furniture Inventory, Selection and Coordination (DKGR) \$6,500 (Hourly not to exceed based on rates below)
- Signage, Wayfinding and Environmental Graphics (DKGR) \$3,500 (Hourly not to exceed based on rates below)

REIMBURSABLE EXPENSES

\$3,500 ALLOWANCE

- Mileage At Cost
- Printing and Mounting At Cost
- Local and State Permit Application Filing Fees At Cost

TASK 1 CONTRACT NOT-TO-EXCEED

\$34,200

TASK 2 SCOPE & FEE STRUCTURE – PHASE 1/1A (7,510 SF)

FULL SERVICE CONTRACT – CONSTRUCTION DOCUMENTATION + ADMIN

ARCHITECTURAL DESIGN FEE (DKGR)

Design Development/Construction Documentation	\$36,000
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- Prepare a set of construction documents for final bidding and implementation that include
 - Demolition Plans
 - Floor and Ceiling Plans
 - Interior Elevations and Details
 - Exterior improvements (as needed)
 - Wall Sections and Details
 - Door/Window Schedules and Details

- Plan Details	
- Finish Plans and Schedule	
- 3D Perspectives (as needed) for Design Communication	
- Phased Packages (as needed) Based on Schedule and Budget	
Bidding & Permitting	\$3,000
Construction Administration	\$8,500
- Visit the site bi-weekly during construction to review progress and offer design oversight	
- Review submittals and shop drawings	
- Prepare field clarifications and answer RFI's throughout the course of construction	
- Prepare a punch list that require completion prior to final payment to the GC.	

M/E/P ENGINEERING DESIGN FEE (CIRCLE DESIGN GROUP)

Design Development/Construction Documentation	\$25,200
- Mechanical Plans and Schedules	
- Plumbing Plans and Schedules	
- Electrical Plans and Schedules	
- Phased Packages (as needed) Based on Schedule and Budget	
Bidding & Permitting	\$2,100
Construction Administration	\$8,400
- Visit the site monthly during construction to review progress and offer design oversight	
- Review submittals and shop drawings	
- Prepare field clarifications and answer RFI's throughout the course of construction	
- Prepare a punch list that require completion prior to final payment to the GC.	

ADDITIONAL SERVICES OFFERED (AS NEEDED)

Phase II Test-Fit Allowance	\$3,000 (billed at \$.15/SF)
Civil and/or Landscape Design (TBD)	TBD Pending Scope Definition
Structural Engineering Design (TBD)	TBD Pending Scope Definition

TASK 2 CONTRACT NOT-TO-EXCEED \$86,200

HOURLY RATES (For services beyond the base scope)

- Principal Architect/Engineer: \$200 per hour
- Project Architect/Engineer: \$150 per hour
- Interior Designer: \$100 per hour
- Support: \$75 per hour

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 Commission:

TASK 1:

- Discovery and Field Verification: 2 weeks
- Architectural Schematic Design: 4 weeks
- MEP Design Narrative 2 weeks (Simultaneous with Architectural Schematic Design above)

TASK 2:

- Design Development/Construction Documents: 6 weeks
- Bidding: 4 weeks
- Construction Administration: ~12 weeks (duration of construction)

**WESTFIELD REDEVELOPMENT COMMISSION
RESOLUTION NO. 19-2026**

**RESOLUTION OF THE WESTFIELD REDEVELOPMENT COMMISSION PLEDGING
CERTAIN ADDITIONAL TAX INCREMENT REVENUES TO THE PAYMENT OF
CITY OF WESTFIELD, INDIANA ECONOMIC DEVELOPMENT TAX INCREMENT
REVENUE BONDS, SERIES 2023 (FRONT STREET PROJECT – FEDERALLY
TAXABLE)**

(LANTERN COMMONS GATEWAY PROJECT)

WHEREAS, the Westfield Redevelopment Commission (the “Commission”), governing body of the City of Westfield Department of Redevelopment (the “Department”), has created each of the Gateway Allocation Area (the “Gateway Allocation Area”) and the Front Street Allocation Area (the “Front Street Allocation Area”) within the existing Lantern Commons Economic Development Area for purposes of the allocation and distribution of property taxes under IC 36-7-14-39, and has created each of the Gateway Allocation Fund (the “Gateway Allocation Fund”) and the Front Street Allocation Fund (the “Front Street Allocation Fund”), respectively, pursuant to IC 36-7-14-39; and

WHEREAS, on October 4, 2023, the City of Westfield, Indiana (the “City”) issued its City of Westfield, Indiana Economic Development Tax Increment Revenue Bond, Series 2023 (Front Street Project – Federally Taxable), dated October 4, 2023 (the “Series 2023 Bonds”), which Series 2023 Bonds are payable from a pledge of a portion of the tax increment revenues generated from the real property in the Front Street Allocation Area deposited into the Front Street Allocation Fund; and

WHEREAS, the City, the Commission, and the Company entered into a First Amendment to Development Agreement, dated as of July 6, 2026 (the “First Amendment”) amending the Development Agreement among the City, the Commission, and the Lantern Commons Master, LLC (the “Company”), dated as of September 26, 2023; and

WHEREAS, pursuant to the First Amendment, the Company has (a) consented to (i) the creation of the Gateway Allocation Area by the removal of one or more parcels from the Front Street Allocation Area thereby reducing the amount of tax increment revenues generated in the Front Street Allocation Area and deposited into the Front Street Allocation Fund, and (ii) the Commission’s pledging a portion of the tax increment revenues generated in the Gateway Allocation Area to payment of certain other bonds (the “Gateway Bonds”), in exchange for (b) the Commission’s pledge of an annual amount equal to \$96,587.20 from the tax increment revenues generated in the Gateway Allocation Area to the payment of debt service on the Series 2023 Bonds;

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

1. An amount equal to \$96,587.20 annually, or \$48,293.60 semi-annually, from the real property tax increment revenues generated from the Gateway Allocation Area each year and deposited into the Gateway Allocation Fund pursuant to IC 36-7-14-39 during the life of the Series

2023 Bonds (such annual amount, the “Additional 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 January 15, 2027, an amount \$48,293.60 (i.e., one-half of the annual Additional Pledged TIF Revenues) shall be immediately transferred to the trustee for the Series 2023 Bonds (the “Trustee”) for deposit into the funds and accounts and application in accordance with the trust indenture for the Series 2023 Bonds (the “Indenture”), prior to the use of any tax increment revenues from the Gateway Allocation Area to pay debt service on the Gateway Bonds.

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 Additional Pledged TIF Revenues deposited into the Gateway Allocation Fund to the Trustee for disposition in accordance with the Indenture.

4. Upon the defeasance of the Series 2023 Bonds, any moneys comprising the Additional Pledged TIF Revenues remaining in the funds and accounts under the Indenture shall be returned to the Commission for deposit into the Gateway 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 Projects, including without limitation one or more project agreements, consistent with the terms of this resolution, and any such project agreements previously entered into by the officers of the Commission and the Department related to the Projects be, and hereby are, ratified and approved.

6. This resolution shall take effect immediately upon adoption by the Commission, and all resolutions or parts of resolutions in conflict herewith are hereby repealed.

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

Joseph Plankis, President

Chip Parsley, Vice President

Steve Latour, Secretary

Brian Tomamichel, Member

Patrick Downey, Member

**WESTFIELD REDEVELOPMENT COMMISSION
RESOLUTION NO. 20-2026**

**RESOLUTION OF THE WESTFIELD REDEVELOPMENT COMMISSION
CONFIRMING A RESOLUTION APPROVING AN AMENDMENT TO THE
DECLARATORY RESOLUTION AND THE ECONOMIC DEVELOPMENT PLAN FOR
THE LANTERN COMMONS ECONOMIC DEVELOPMENT AREA**

WHEREAS, the Westfield Redevelopment Commission (the “Commission”), governing body of the City of Westfield Department of Redevelopment, pursuant to Indiana Code 36-7-14, as amended (the “Act”), previously adopted and confirmed resolutions (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 as an allocation area, known as the Front Street Allocation Area (the “Existing Allocation Area”), pursuant to Section 39 of the Act, and approved and amended an economic development plan for the Area (collectively, the “Plan”) pursuant to the Act; and

WHEREAS, on April 20, 2026, the Commission approved and adopted Resolution No. 10-2026 (the “Amending Resolution”) that amended the Declaratory Resolution to (i) remove the parcels described in Exhibit A of the Amending Resolution from the Existing Allocation Area, and designate the parcels so removed as a separate allocation area within the Area, to be known as the “Gateway Allocation Area,” pursuant to Section 39 of the Act and (ii) adopt the a supplement to the Plan (the “2026 Plan Supplement”); and

WHEREAS, pursuant to Section 16(a) of the Act, on May 6, 2026, the Westfield-Washington Township Advisory Plan Commission approved and adopted a resolution (the “Plan Commission Order”) approving the Amending Resolution and the 2026 Plan Supplement and determining that the Amending Resolution and the 2026 Plan Supplement conform to the plan of development for the City; and

WHEREAS, pursuant to Section 16(b) of the Act, the Common Council of the City of Westfield, Indiana (the “City”) on May 11, 2026, adopted its Resolution No. 26-131 approving the Amending Resolution, the 2026 Plan Supplement and the Plan Commission Order; and

WHEREAS, pursuant to Section 17 of the Act, the Commission caused to be published a Notice of Public Hearing with respect to the Amending Resolution and filed a copy of said Notice in the offices of all departments, bodies, or officers of the City having to do with City planning, variances from zoning ordinances, land use, or the issuance of building permits; and

WHEREAS, pursuant to Section 17 of the Act, the Commission also filed with each taxing unit located wholly or partially within the Existing Allocation Area and the Gateway Allocation Area a copy of the Notice of Public Hearing and a statement disclosing the impact of the Existing Allocation Area and the Gateway Allocation Area; and

WHEREAS, at the public hearing held by the Commission on June 15, 2026 (the “Public Hearing”), the Commission heard all persons interested in the proceedings and considered written remonstrances and objections, if any; and

WHEREAS, the Commission now desires to take final action determining the public utility and benefit of the proposed development projects in the 2026 Plan Supplement, and confirming the Amending Resolution, in accordance with Section 17 of the Act.

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

1. After considering the evidence presented at the Public Hearing, the Commission hereby confirms the findings and determinations, designations, and approving and adopting actions contained in the Amending Resolution.

2. The Commission hereby finds and determines that it will be of public utility and benefit to proceed with its Plan, as modified by the Amending Resolution and the 2026 Plan Supplement.

3. The terms for the effectiveness of the creation of the Gateway Allocation Area and the allocation of property taxes for the parcel or parcels included in Exhibit A to the Amending Resolution as provided in Section 17 of the Amending Resolution have been satisfied and each of the Commission, the City, and Lantern Commons Master, LLC have duly authorized, executed and delivered the First Amendment to the Original Development Agreement (as defined in the Amending Resolution).

4. The Amending Resolution is hereby confirmed.

5. This Resolution constitutes final action, pursuant to Section 17(d) of the Act, by the Commission determining the public utility and benefit of the proposed projects, and confirming the Amending Resolution.

6. The Secretary of the Commission is directed to record the final action taken by the Commission pursuant to the requirements of Section 17(d) of the Act.

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

Joseph Plankis, President

Chip Parsley, Vice President

Steve Latour, Secretary

Brian Tomamichel, Member

Patrick Downey, Member

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)



**WESTFIELD REDEVELOPMENT COMMISSION
RESOLUTION NO. 21-2026**

**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
(LANTERN COMMONS GATEWAY PROJECT)**

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

WHEREAS, MB Lantern, 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 projects listed in Exhibit A hereto (collectively, the “Projects”), 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__ (Lantern Commons Gateway 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 Seven Million Two Hundred Fifty Thousand Dollars (\$7,250,000) (the “Bonds”), the proceeds of which will be provided to the Company and applied to costs of the Projects; and

WHEREAS, as an inducement to the Company to locate the Projects in the City of Westfield, Indiana (the “City”), the Commission has agreed to pledge a portion 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.

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

1. An amount equal to (a) one hundred percent (100%) of all real property tax increment revenues generated from the Allocation Area and deposited into the Allocation Fund pursuant to IC 36-7-14-39 Revenues for any given year, minus (b) \$96,587.20 annually, or \$48,293.60 semi-annually (the “Make-Whole Amount”), which Make-Whole Amount is pledged as additional security for the City of Westfield, Indiana Economic Development Tax Increment Revenue Bond, Series 2023 (Front Street Project – Federally Taxable), dated October 4, 2023 (the “Series 2023 Bonds”) during the life of the Series 2023 Bonds, shall be set aside and used only as set forth in this Resolution (the amount described in paragraph 1(a), minus the Make-Whole

Amount described in paragraph 1(b), the “Pledged TIF Revenues”). After the final maturity of the Series 2023 Bonds, “Pledged TIF Revenues” shall mean one hundred percent (100%) of all real property tax increment revenues generated from the Allocation Area and deposited into the Allocation Fund pursuant to IC 36-7-14-39 Revenues for any given year.

2. On each January 15 and July 15, beginning no earlier than January 15, 2027, after setting aside \$48,293.60 semi-annually for the Make-Whole Amount so long as the Series 2023 Bonds are outstanding, 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 Projects, including without limitation one or more project agreements, consistent with the terms of this resolution, and any such project agreements previously entered into by the officers of the Commission and the Department related to the Projects be, and hereby are, ratified and approved.

6. This resolution shall take effect immediately upon adoption by the Commission, and all resolutions or parts of resolutions in conflict herewith are hereby repealed.

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

Joseph Plankis, President

Chip Parsley, Vice President

Steve Latour, Secretary

Brian Tomamichel, Member

Patrick Downey, Member

EXHIBIT A

DESCRIPTION OF PROJECTS

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 (the “Allocation Area”), which includes all or any portion of a mixed-use development consisting of approximately: (a) 120,000 sq. ft. of luxury apartment units, clubhouse, fitness, and leasing office space, including approximately 102 housing units, (b) 29,000 sq. ft. of retail space, and (c) 262 surface parking spots (collectively, the “Development”), together with local public improvements serving or benefitting the Development, 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 related local public improvements (the foregoing, together with the Development, the “Projects”). All of the Projects will be located in, physically connected to, or directly serving or benefitting the Allocation Area.

RESOLUTION NO. 22-2026
A RESOLUTION OF
THE CITY OF WESTFIELD REDEVELOPMENT COMMISSION
REGARDING LANTERN COMMONS-GATEWAY 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, MB Lantern LLC, or its affiliate (the “**Developer**”), desires to improve approximately 4.85 acres of real estate located generally east of US 31, west of Westfield Boulevard, north of 161st Street, and south of Woodside Drive 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 development (the “**Project**”) with an anticipated capital investment of \$30,000,000, consisting of: (a) an approximately 102 luxury apartment units and amenities spaces totaling approximately 120,000 square feet; (b) approximately 29,000 square feet of retail space; (d) stormwater management, a public plaza, and enhanced pedestrian connectivity throughout the Real Estate and surrounding developments (collectively, the “**Public Improvements**”); and (e) related improvements; all as generally depicted on Exhibit A; and

WHEREAS, the Commission has determined that, subject to the Commission’s adoption of a declaratory resolution, confirmatory resolution, and all other approvals necessary or desirable to issue tax increment financing or other bonds (the “**Bonds**”) in support of the Project (collectively, the “**Bond Approvals**”), it is now in the best interests of the Commission to enter into a project agreement (the “**Project Agreement**”) with the Developer, pursuant to which: (a) the Commission shall use commercially reasonable efforts to cause the City to: (A) issue the Bonds; and (ii) provide a credit against certain park impact fees for the Project for the Public Improvements; and (b) the Developer will agree to construct the Project, including the Public Improvements; 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 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.

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

Adopted this 20th day of July, 2026.

**CITY OF WESTFIELD
REDEVELOPMENT COMMISSION**

Joseph Plankis, President

Chip Parsley, Vice President

Steve Latour, Secretary

Brian Tomamichel, Member

Patrick Downey, Member

EXHIBIT A

The Real Estate



SITE RENDERING



WESTFIELD, INDIANA

2026 Spending Plan

	RDC Capital	East Side	Aurora	Front Street	Grand Junction	Osborne Trails	Osborne Trails South	Eagletown	SEP	Spring Mill Centre	Spring Mill Station SWC	Mainstreet	146th Street	Gigabit	Spring Mill Station	Union Square	Wheeler Landing	Park Street	Southpark	Grand Totals
Receipts																				
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
Grant	4,380,000	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	4,380,000
TIF Distribution	0	2,818,130	379,290	112,310	4,683,117	1,637,100	59,710	3,359,312	277,190	122,990	30,020	2,186,360	1,174,700	190,450	1,426,810	322,450	1,064,150	2,410	19,370	19,865,869
Taxpayer 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	\$9,516,397	\$2,818,130	\$379,290	\$403,131	\$4,683,117	\$1,637,100	\$59,710	\$3,359,312	\$277,190	\$122,990	\$30,020	\$2,186,360	\$1,174,700	\$190,450	\$1,426,810	\$322,450	\$1,064,150	\$2,410	\$19,370	\$29,673,087
Disbursements																				
Capital Projects	\$3,500,000	\$0	\$1,300,000	\$0	\$0	\$918,000	\$0	\$0	\$0	\$0	\$0	\$2,800,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$8,518,000
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	5,000	0	0	925,000
Trustee Fee	0	0	0	0	1,500	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1,500
Grants	15,585,000	0	0	0	925,000	0	0	0	0	0	0	0	0	0	0	0	0	0	0	16,510,000
Subtotal	20,455,000	0	1,300,000	0	926,500	918,000	0	0	0	0	0	2,800,000	0	0	0	0	5,000	0	0	26,404,500
Debt Service																				
2012B TIF Bonds (Mainstreet)	0	0	0	0	0	0	0	0	0	0	0	98,087	0	0	0	0	0	0	0	98,087
2015 Tax. ED Bonds (MetroNet)*	0	0	0	0	0	0	0	0	0	0	0	0	0	175,438	0	0	0	0	0	175,438
2016 TIF Bonds (Eagletown)	0	0	0	0	0	0	0	348,990	0	0	0	0	0	0	0	0	0	0	0	348,990
2017 TIF Bonds (East Side)	0	607,350	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	607,350
2018 LIT Bonds (Grand Park)	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1,740,000	0	0	0	0	1,740,000
2020 TIF Bonds (SM Centre)*	0	0	0	0	0	0	0	0	0	122,990	0	0	0	0	0	0	0	0	0	122,990
2020 TIF Bonds (SEP)*	0	0	0	0	0	0	0	221,752	0	0	0	0	0	0	0	0	0	0	0	221,752
2021 TIF Bonds (Wheeler Landing)*	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	485,550	0	0	485,550
2022 TIF Bonds (Wheeler Landing)*	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	229,363	0	0	229,363
2022 Tax. LR Bonds (Union Square)	0	0	0	0	0	0	0	0	0	0	0	0	0	0	572,625	336,375	0	0	0	909,000
2023 TIF Bonds (Front Street)*	0	0	0	396,000	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	396,000
2023 LIT Bonds (Grand Junction Plaza)	0	0	0	0	0	0	0	2,407,000	0	0	0	0	0	0	0	0	0	0	0	2,407,000
2024 LR Bonds (GPEC Refunding)	0	0	0	0	1,745,000	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1,745,000
2025 TIF Bonds (Ambrose)*	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
2025C&D BANs (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 A&B BAN Takeout	0	0	0	0	0	0	0	0	0	0	0	0	2,000,000	0	0	0	0	0	0	2,000,000
Subtotal	0	607,350	0	396,000	1,745,000	0	0	2,755,990	221,752	122,990	0	98,087	2,000,000	175,438	2,312,625	336,375	714,913	0	0	11,486,519
Total Disbursements	\$20,455,000	\$607,350	\$1,300,000	\$396,000	\$2,671,500	\$918,000	\$0	\$2,755,990	\$221,752	\$122,990	\$0	\$2,898,087	\$2,000,000	\$175,438	\$2,312,625	\$336,375	\$719,913	\$0	\$0	\$37,891,019

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 refunding to capitalize on interest rate savings, economic development incentives to prospective companies, philanthropic gifts, state or federal grants, and matching funds for state or federal grants. In the event the need for an unexpected expenditure arises, the Redevelopment Commission will submit the amended Spending Plan to the DLGF following its adoption.

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. 23-2026
A RESOLUTION OF
THE CITY OF WESTFIELD REDEVELOPMENT COMMISSION
RECOMMENDING APPROVAL OF PARTIAL GMP ADDENDA

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 the provisions of Indiana Code §5-23 et seq. (the “BOT Statute”) the Commission may solicit and enter into public-private agreements for the design, construction, operation, and maintenance of public projects; and

WHEREAS, the Commission previously approved a resolution authorizing the Commission to enter into public-private agreements pursuant to the BOT Statute; and

WHEREAS, on August 1, 2025, the Commission issued a Request for Proposals and Qualifications to Design, Build, Operate, and Maintain the Grand Park Parking Garage, D-1 Field Relocation, and Grand Park North Area Infrastructure Improvements (the “BOT RFP/Q”), after publishing the statutorily required public notice, for the design, construction, operation, and maintenance of necessary infrastructure within the Grand Park District located in the City (the “BOT Project”); and

WHEREAS, on August 1, 2025, Keystone Realty Group LLC (“Keystone”) was selected as the preferred offeror under the BOT RFP/Q for the design and development of the BOT Project and subsequently executed a Public Private Agreement with the Commission (the “PPA”);

WHEREAS, pursuant to the terms of the PPA, Keystone has submitted one or more guaranteed maximum price addendums for the completion of certain components of the BOT Project in an aggregate maximum amount not to exceed \$_____ (the “GMP Addenda”);

WHEREAS, the Commission has determined that is in the best interests of the Commission and the City to: (a) approve the GMP Addenda; and (b) take any other actions necessary to accomplish the foregoing; all as authorized by the BOT Statute, 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 authorized to negotiate the final terms of the GMP Addenda in an aggregate maximum amount not to exceed \$_____.

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 Commission, which approval and satisfaction shall be conclusively evidenced by the execution and delivery thereof by the Executive Director or their designee(s).

5. The Executive Director and/or their designee(s) 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. The Executive Director and/or their designee(s) are further authorized to take all other lawful actions necessary in connection with the GMP Addenda and the other matters contemplated by this Resolution.

6. If any section, paragraph or provision of this Resolution shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph or provision shall not affect any of the remaining provisions of this Resolution.

7. If any section, paragraph or provision of this Resolution shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph or provision shall not affect any of the remaining provisions of this Resolution.

8. This Resolution shall be in full force and effect from and after its passage.

Adopted this 20th day of June, 2026.

**CITY OF WESTFIELD
REDEVELOPMENT COMMISSION**

Joseph Plankis, President

Chip Parsley, Vice President

Steve Latour, Secretary

Brian Tomamichel, Member

Patrick Downey, Member

PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement (the "Agreement"), executed as of _____, 2026 (the "Effective Date"), by and between the Westfield Redevelopment Commission ("Commission"), and Patriot Engineering and Environmental, Inc., an Indiana limited liability company ("Service Provider" and with Commission, the "Parties" and each a "Party"), WITNESSES:

Recitals

WHEREAS, Commission has determined that it is necessary or desirable to obtain the services in connection with the project "Grand Park N8 Block Garage," as further described on Exhibit A (the "Services");

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

WHEREAS, Commission 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, Commission 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 Commission. 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 Commission 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 Commission; (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. Services Provider shall provide to Commission, 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 Commission or Service Provider, then Service Provider shall be responsible for obtaining permission to enter onto such real estate. Commission may designate its point of contact for the purposes of this Agreement to Service Provider in writing to act on Commission'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 Commission. 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. Commission 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 Commission. Accordingly, Commission 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 Commission 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 Commission; and (b) provide that it shall not be modified or canceled without written notice to Commission at least 30 days in advance. The policy of general liability insurance required by this Section to be maintained by Service Provider shall name Commission as an additional insured. Service Provider shall deliver to Commission 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 Commission'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 Commission'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 Commission'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. .

(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 Commission 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 Commission, 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. Commission represents that it is a public body organized and existing under the State of Indiana.

10. Additional Services. If Commission and Service Provider agree that Service Provider shall provide services to Commission that are not included within the Services (the "Additional Services"), then Commission 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 Commission, Commission 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 Commission, which consent may be withheld in Commission's sole discretion. Commission may assign this Agreement without the prior written consent to the City of Westfield, the Commission, or any agency or instrumentality thereof. Commission 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. Commission 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, Commission or Service Provider shall remain liable to Service Provider or Commission, 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 Commission.

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 Commission 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 Commission.

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 Commission 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 Commission at: 2728 East 171st Street, Westfield, Indiana 46074; Attn: Jenell Fairman; with a copy to City of Westfield Chief of Legal, Kaitlin Glazier, 2728 East 171st Street, Westfield, Indiana 46074, and Wallack Somers & Haas, P.C., One Indiana Square, Suite 2300, Indianapolis, Indiana 46204, Attn: Adam W. Collins and (b) to Service Provider at: 6150 East 75th Street, Indianapolis, Indiana 46250;. Either party may change its address for notice by written notice delivered to the other party as provided in this Section. Notwithstanding the foregoing, Commission 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 Commission 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 Commission, respectively, and does not result from the fault or negligence of Service Provider or Commission, 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. Commission 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, Commission. Service Provider shall not perform management functions or make management decisions for Commission. Commission 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 Commission to develop a schedule for the performance of the Services, including timeframes for decision making by Commission.

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 Commission.

20. Third-Party Usage. Any advice, recommendations, information, deliverables, or Work Product provided to Commission under this Agreement is: (a) for the sole use of Commission; and (b) not intended to be relied upon by any third party. Except to the extent required by Law, Commission 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 Commission requests a working copy of any such model, electronic file, or spreadsheet, then Service Provider, at its discretion, may make the same available to Commission for Commission'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 Commission, 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 Commission) will not be disclosed to any third parties, in whole or in part,

without the prior written permission of the Commission. Service Provider may disclose Confidential Information to representatives of Service Provider who need to know such information to provide the Services to the Commission, who agree to keep such Confidential Information confidential pursuant to the terms of this Agreement. Service Provider shall use Confidential Information of the Commission 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 Commission. Upon the Commission's request, Service Provider will immediately return or destroy any and all Confidential Information that has been provided to it by the Commission. 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 Commission 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. Commission 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 Commission. 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 Commission is a governmental entity whose funds are subject to appropriation by its fiscal body. If at any time during the Term of this Agreement, Commission 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) Commission shall not be obligated to perform under this Agreement unless and until sufficient funds are appropriated. Commission agrees to seek funding for the continuation of this Agreement during each budget cycle during the Term. Commission 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 Commission 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 Commission 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, Commission 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 Commission 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 Commission 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, Commission and Service Provider have executed this Agreement as of the Effective Date.

COMMISSION:

Westfield Redevelopment Commission

By: _____
Jenell Fairman, Executive Director

SERVICE PROVIDER:

Patriot Engineering and Environmental, Inc.

By: _____
[REPRESENTATIVE]

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:

Project: Grand Park N8 Block Garage



**PATRIOT ENGINEERING
and ENVIRONMENTAL, Inc.**

Engineering Value for Project Success

July 10, 2026

Ms. Jenell Fairman
Westfield Redevelopment Commison
2728 East 171st Street
Westfield, Indiana 46074

Re: Construction Materials Testing & Inspection
Grand Park N8 Block Garage
Westfield, Indiana
Patriot Proposal No. P26-1495-01C

Dear Jenell Fairman:

We are pleased to submit herewith our proposal to provide construction materials testing and inspection services for the referenced project.

Patriot Engineering is dedicated to providing you with quality testing and inspection services. As a company our staff includes over 150 professionals, including licensed professional engineers, geologists, and certified field technicians and inspectors with an average of 15 years of experience per person. Further, our laboratory is accredited through the AASHTO Accreditation Program ensuring that our laboratory tests are performed to the latest industry standards.

Based on our experience with similar projects, we would estimate a fee of \$194,600.00 for testing and inspection services for this project.

If your review indicates that we have not scoped the project appropriately, please provide a construction schedule or indicate the number of full days and half days to complete the tasks in question. We will be glad to revise our anticipated scope of services and return a revised budget estimate to you.

We appreciate the opportunity to offer our services to you on this project and look forward to working with you. If you have any questions or need any further information, please feel free to contact us.

Respectfully Submitted,
Patriot Engineering and Environmental, Inc.

Kevin Agostino
Senior Project Manager

Charlie Scheuermann
Regional Manager



Patriot Engineering & Environmental, Inc.
6150 East 75th Street
Indianapolis, IN 46250-2700
Phone (317) 576-8058 Fax (317) 576-1965

Construction Materials Testing
and Inspection Proposal

Patriot Proposal No. P26-1495-01C

July 10, 2026

Client: Ms. Jenell Fairman
Westfield Redevelopment
Commision
2728 East 171st Street
Westfield, Indiana 46074

Project: Grand Park N8 Block Garage
Westfield, Indiana

Scope of Services

Our scope of services for this project will include soils, concrete, structural steel, post-tension inspections, masonry, and asphalt testing and inspection. All testing and inspection will be performed in accordance with industry standards. To allow both our Project Manager and field technicians to be properly briefed prior to beginning work we recommend a copy of the project plans, specifications and soils report be submitted to our office as soon as practical.

Proofrolling inspections are the most critical portions of the soils phase of construction. We would recommend that our Project Manager perform all proofrolling inspections to ensure that a proper base for backfilling has been established. All foundation inspections, and soils field density testing, and plastic concrete testing can be performed by one of our senior engineering technicians. Additional fees may be incurred for same day services.

Appropriate field services can be covered with a senior technician if given **24-hour** notice. In the event less than 24-hour notice is given, Patriot will make every attempt to cover the project with a senior technician, but may only have a project manager or senior project engineer available.

Please note that in addition to the traditional construction materials testing and inspection services, Patriot can also provide Storm Water Pollution Prevention Plan (SWPPP) inspections. These inspections will entail having our SWPPP Inspector making weekly inspections of the controls in place to ensure compliance with the approved SWPPP. Inspections will be conducted at the frequency specified in the approved SWPPP. A report detailing the results of the inspection will be generated and left on site following the inspection. Any deficiencies noted during our inspections will be directed to your site manager and recommended corrective actions will be noted in our reports. Please let our project manager know if you'd like us to perform these inspections with a confirmation email.

Fee for Services

Patriot proposes to provide all technician and laboratory testing on a unit price basis in accordance with the attached fee schedule and terms and conditions. Based on the scope of services shown above and the size of the structure to be constructed, we estimate the following:

- 4 trips for proofrolling observations
- 5 full days and 2 half days for grade raise fill/subbase compaction testing
- 15 full days for utility backfill compaction testing
- 20 full days for footing excavation observation and concrete testing (2 techs needed due to specifications requiring slump and air be tested on each truck)
- 4 full days for slab-on-grade concrete testing (3 techs needed due to specifications requiring slump and air be tested on each truck)
- 20 half days for structural steel observation
- 60 full days for post-tension tendon and reinforcement steel observation
- 12 full days for post-tension concrete testing (3 techs needed due to specifications requiring slump and air be tested on each truck)
- 12 full days for post-tension elongation measurement observation
- 12 full days for cast-in-place wall concrete testing (2 techs needed due to specifications requiring slump and air be tested on each truck)
- 10 half days for masonry observation including grout and mortar testing
- 10 half days for site concrete testing (2 techs needed due to specifications requiring slump and air be tested on each truck)
- 4 full days for asphalt installation monitoring and testing

- 486 compressive strength concrete specimens
- 2 Standard Proctor samples
- 1 Atterberg Limits Analysis
- 26 nuclear density gauge rentals
- 60 mortar cubes cast for compressive strength
- 80 grout prisms cast for compressive strength
- 84 shrinkage beams for post-tension concrete (7 per day for post-tension concrete)

Based on these quantities we would estimate a fee of \$194,600.00 for testing and inspection services. Please note that Patriot will only bill for services provided.

As an alternate, if visual observations are required for air vapor barrier (AVB) installation, an additional fee of \$1,000.00 per half day would be added to the estimate above.

Should you elect to utilize our services for this project, please complete the attached Proposal Acceptance Sheet and return one copy of our proposal in its entirety to our office. If we are to be issued a Purchase Order, please reference this proposal along with the Purchase Order.

We appreciate the opportunity to offer our services to you on this project and look forward to working with you.

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 Commission:

Services are expected to be provided from August 2026 through July 2027, subject to adjustment as the project schedule may dictate.

GRAND PARK DISTRICT DEVELOPMENT PLAN PHASING SCHEDULE																																																	
GMP 3 - N-8 PARKING GARAGE																																																	
	2025												2026												2027																								
	J	F	M	A	M	J	J	A	S	O	N	D	J	F	M	A	M	J	J	A	S	O	N	D	J	F	M	A	M	J	J	A	S	O	N	D	J	F	M	A	M	J	J	A	S	O	N	D	
Garage Design (start after road design)																																																	
City/GPSE Review, approval, update budget																																																	
Permits -City, County, State																																																	
Bidding																																																	
Construction																																																	
Complete																																																	
GMP 4 - N-8 INFRASTURCTURE																																																	
	2025												2026												2027																								
	J	F	M	A	M	J	J	A	S	O	N	D	J	F	M	A	M	J	J	A	S	O	N	D	J	F	M	A	M	J	J	A	S	O	N	D	J	F	M	A	M	J	J	A	S	O	N	D	
Structurepoint 100% set for Road, Utility Design, grading																																																	
City/GPSE Review, approval, update budget																																																	
Permits -City, County, State																																																	
Bidding																																																	
Demo old D-1 Field																																																	
Construction Of Roads/Utility/Mass Grade (after new D-1 complete)																																																	
Complete with Roads/Utility/Mass Grading																																																	
ECR site mass grade, utilities																																																	
Allow ECR to start on pad before roads done																																																	

EXHIBIT C

Schedule of Fees and Compensation

For the services provided pursuant to this agreement, the Commission agrees to pay and Service Provider agrees to accept compensation in the amount in the table below, with a not-to-exceed total of \$194,600. The not-to-exceed budget may only be exceeded upon advance written authorization of the Commission. Any additional services, not included in the scope will be compensated only upon prior written authorization and confirmation of the Commission. Invoices shall be submitted by the Service Provider monthly, any payment by the Commission is due within forty-five (45) days of receipt.



PATRIOT ENGINEERING & ENVIRONMENTAL, INC.

Construction Materials Testing & Inspection
Fee Schedule Effective Through September 2026

Patriot Proposal Number: P26-1495-01C

Description	Unit Cost	Unit
<u>FIELD AND LABORATORY SERVICES</u>		
Engineering Technician	\$51.00	Hour
Sr. Engineering Technician	\$67.00	Hour
Nuclear Density Machine Rental	\$115.00	Day
Dynamic Cone Penetrometer Rental	\$115.00	Day
Standard Proctor (ASTM D698)	\$190.00	Each
Modified Proctor (ASTM D1557)	\$210.00	Each
Minus 200 Sieve Analysis (ASTM C117)	\$86.00	Each
Mechanical Sieve Analysis (ASTM C136)	\$114.00	Each
Hydrometer Analysis (ASTM D422)	\$150.00	Each
Atterberg Limits Analysis	\$105.00	Each
Concrete Cylinder Compression Test	\$22.00	Cyl
Concrete Cylinder Held in Reserve	\$22.00	Cyl
Grout Prism Compression Test	\$41.00	Each
Mortar Cube Compression Test	\$41.00	Each
Asphalt Extraction/Gradation Analysis	\$170.00	Each
Asphalt Density of Cores	\$85.00	Each
Transportation	\$ 0.95	Mile
<u>PROFESSIONAL SERVICES</u>		
Data Processing	\$70.00	Hour
ICC Certified Inspector	\$85.00	Hour
Certified Weld Inspector (CWI)	\$115.00	Hour
Project Manager	\$115.00	Hour
Senior Project Manager	\$160.00	Hour
Division Manager	\$180.00	Hour
Professional Engineer, P.E.	\$210.00	Hour
Principal Engineer	\$210.00	Hour

Minimum charge of 4 hours per trip.

Minimum charge is waived for sample pick ups.

Technician time will be charged from our facility located at 6150 East 75th Street, Indianapolis, Indiana.

Net terms for payment are 45 days.

Overtime rates of 1.5 times the regular rates apply for all time over 8 hours per day, Saturdays, Sundays and Holidays

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 Commission with certificates evidencing such insurance meeting the following specifications:

Service Provider shall provide to the Commission 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 Commission as an additional insured. This insurance shall be primary and non-contributory, shall provide for waiver of subrogation in favor of Commission 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 Commission 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 Commission as an additional insured. This insurance shall be primary and non-contributory, shall provide for waiver of subrogation in favor of Commission, 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 Commission as an additional insured. This insurance shall be primary and non-contributory, shall provide for waiver of subrogation in favor of Commission 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.