



CITY OF WESTFIELD, IN

Redevelopment Commission Meeting Agenda

BOARD OR COMMISSION: Redevelopment Commission Meeting

MEETING DATE: Monday, June 15, 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 May 18, 2026

APPROVAL OF EXECUTIVE SESSION MEMORANDUM

Document: Executive Session Memorandum from May 18, 2026

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)

Approval of Claims

Document: Claims for June 15, 2026

Approval of Disbursements

Grand Park North Infrastructure BOT

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

Anova

- Total : \$1,225.00

EXECUTIVE DIRECTOR REPORT

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

b. Action Item #2 - Ice Miller Engagement Letter

Document: Ice Miller Engagement Letter

OTHER BUSINESS

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

ADJOURNMENT



CITY OF WESTFIELD, IN
Redevelopment Commission Meeting Minutes - 5/18/2026
Monday, May 18, 2026 at 6:00 PM

CALL TO ORDER

Attendance:

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

a. Declaration of quorum and opening of meeting

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

b. Pledge of Allegiance

The Pledge of Allegiance was recited.

c. Announce any Changes to Agenda

No changes to the agenda were identified.

APPROVAL OF MINUTES

Document: Minutes from April 20, 2026

April 20, 2026 minutes were presented

Motion to Approve: Chip Parsley

Seconded: Brian Tomamichel

Yes: Joe Plankis, Brian Tomamichel, Steve Latour, Chip Parsley

No: None

Abstain: None

Motion Determination:

APPROVAL OF EXECUTIVE SESSION MEMORANDUM

Document: Executive Session Memorandum from April 20, 2026

April 20, 2026 Executive Session Memorandum was presented

Motion to Approve: Chip Parsley

Seconded: Brian Tomamichel

Yes: Joe Plankis, Brian Tomamichel, Steve Latour, Chip Parsley

No: None

Abstain: None

Motion Determination: Passed

FINANCIAL MATTERS

Clerk Treasurer's Reports

Documents:

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

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 May 18, 2026

Motion to Approve: Steve Latour

Seconded: Chip Parsley

Yes: Joe Plankis, Brian Tomamichel, Steve Latour, Chip Parsley

No: None

Abstain: None

Motion Determination: Passed

Approval of Disbursements

Grand Park North Infrastructure BOT

- GMP #1 and 2 – Total : \$147,890.03

Motion to Approve: Steve Latour

Seconded: Brian Tomamichel

Yes: Joe Plankis, Brian Tomamichel, Steve Latour, Chip Parsley

No: None

Abstain: None

Motion Determination: Passed

EXECUTIVE DIRECTOR REPORT

Executive Director Jenell Fairman presented updates on several economic development and redevelopment initiatives, highlighted by plans for the Market Court - Level Up Incubator, a business incubator focused on sports technology, sports-related businesses, and creative enterprises that support the sports entertainment industry. The project will repurpose a former Tractor Supply building near US 31 and 181st Street, beginning with a phased renovation that addresses deferred maintenance, upgrades to infrastructure, and creates flexible coworking spaces, conference rooms, amenities, and potential event areas. Officials have emphasized the need for local office space to help businesses establish and grow in Westfield. Executive Director Fairman also reviewed other major projects, including the Park and Poplar development, which recently secured a state READI 2.0 grant; the mixed-use Trace Commons development near State Road 32 and Shady Nook Road; the Gateway at Lantern Commons project featuring luxury multifamily housing and commercial space; and the Schaaf CPA office expansion downtown, which is expected to retain and create jobs while supporting infill development through a tax abatement incentive. Overall, the projects are intended to strengthen Westfield's business ecosystem, expand tax revenues, improve infrastructure, and encourage long-term economic growth.

OLD BUSINESS

NEW BUSINESS

a. Action Item #1 - Resolution 13-2026 re: TIF Pass-Throughs

Document: Resolution 13-2026

Oscar Gutierrez and Alex Stanley with Bondry Consulting and Rachel Baker Redevelopment Manager, presented the annual TIF pass-through letters, which authorizes assessed value from the Grand Junction, Eastside and other allocation areas to be passed through to overlapping taxing units, including the schools and township. All confirmed the letters are consistent with prior years and that the amounts remain unchanged.

Motion to Approve: Brian Tomamichel
Seconded: Chip Parsley

Yes: Joe Plankis, Brian Tomamichel, Steve Latour, Chip Parsley
No: None
Abstain: None

Motion Determination: Passed

b. Action Item #2 - Resolution 14-2026 re: Riverview Hospital / Spring Mill Centre Taxpayer Agreement

Document: Resolution 14-2026

Executive Director Jenell Fairman and Ryan Wilmering with Wallack Somers and Haas presented the payment-in-lieu-of-taxes agreement for a Riverview Hospital medical office building along State Road 32. Because Riverview is a county hospital system and treated as a governmental entity, the agreement ensures Riverview will cover any annual shortfall needed to pay debt service on a developer-backed bond tied to the property. The RDC's cash flow is not negatively affected, since the funds would have gone toward bond repayment anyway. Payments may vary year to year and could be zero if other tax revenues are sufficient to cover the debt.

Motion to Approve: Chip Parsley
Seconded: Brian Tomamichel

Yes: Joe Plankis, Brian Tomamichel, Steve Latour, Chip Parsley
No: None
Abstain: None

Motion Determination: Passed

c. Action Item # 3 - Resolution 15-2026 re: CMc for Market Court Redevelopment

Document: Resolution 15-2026

Executive Director Jenell Fairman and Deb Kunce with JS Held acting as owner's representative for this project presented the resolution that contemplated hiring a Construction Manager as Constructor (CMc) for the redevelopment of 18160 Market Court, the future Level Up Incubator. They explained that bringing a construction manager on board early will help with cost estimating, scheduling, value engineering, and accelerating the project timeline, so businesses can begin using the space sooner. Following a competitive RFP process that attracted seven proposals, Meyer Najem received the highest overall evaluation score and was recommended for the role. The initial contract is for a \$3,750 pre-construction services phase, during which the firm will help develop estimates and schedules before returning with a guaranteed maximum price for construction approval. Commissioners discussed Meyer Najem's experience, potential concerns about cost overruns, and strategies to minimize unforeseen conditions by thoroughly inspecting the currently vacant building early in the process. Deb Kunce emphasized that the CMc delivery method promotes collaboration between designers and builders, helping control costs and align project goals. The conversation also highlighted the broader community value of the incubator, with commissioners encouraging strong branding, public awareness, and community engagement so residents understand the project's role in supporting entrepreneurship, attracting sports-related businesses, and strengthening Westfield's long-term economic development.

Motion to Approve: Steve Latour
Seconded: Chip Parsley

Yes: Joe Plankis, Brian Tomamichel, Steve Latour, Chip Parsley
No: None
Abstain: None

Motion Determination: Passed

d. Action Item #4 - Resolution 16-2026 re: Dar Al Ber PILOT Agreement - Amendment

Document: Resolution 16-2026

Executive Director Jenell Fairman presented the resolution on an amendment to the 2024 PILOT agreement for the Dar Al Ber community center at the former Arctic Zone site along US 31. The nonprofit's improvements increased the property's assessed value more than originally expected. The amendment adjusts the payment structure, so the city remains financially whole without placing an undue tax burden on the organization. A representative with the community center explained that the facility includes a gym, worship space, religious education areas, and space for community events.

Motion to Approve: Steve Latour
Seconded: Brian Tomamichel

Yes: Joe Plankis, Brian Tomamichel, Steve Latour, Chip Parsley
No: None
Abstain: None

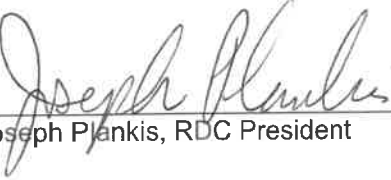
Motion Determination: Passed

OTHER BUSINESS

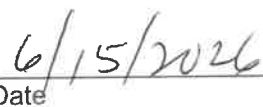
a. Next Regular Meeting: Monday, June 15th, 2026, 6:00 PM

ADJOURNMENT

The Commission adjourned the meeting at 6:45 PM



Joseph Plankis, RDC President



Date



Executive Session Memorandum
City of Westfield Redevelopment Commission
May 18, 2026

MEMBERS PRESENT: Joe Plankis, Chip Parsley, Steve Latour, Brian Tomamichel

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 5:18 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 5:49 PM.

A handwritten signature in blue ink, reading "Joe Plankis", written over a horizontal line.

Joe Plankis, President

A handwritten signature in blue ink, reading "Steve Latour", written over a horizontal line.

Steve Latour, Secretary

May 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	\$ (138,710.75)	\$ 312,466.25		
	Wallack Somers & Haas				\$ (29,008.50)	
	Barnes & Thornburg				\$ (1,177.00)	\$ 282,280.75
244018349-Services		\$ 920,000.00	\$ (145,508.01)	\$ 774,491.99		
	The Superlative Group				\$ (20,000.00)	
	JS Held				\$ (22,471.86)	
	CrossRoad Engineers				\$ (1,267.00)	
	Hamilton County				\$ (252.28)	\$ 730,500.85
244018241-Nonprofit		\$ 12,955,000.00		\$ 12,955,000.00		\$ 12,955,000.00
244018474-Land Purchase	Transfer Out to DWDCD 03/02/26	\$ 3,500,000.00	\$ (12,955,000.00)	\$ (9,455,000.00)		\$ (9,455,000.00)
		\$ 17,825,000.00	\$ (13,239,218.76)	\$ 4,586,958.24	\$ (74,176.64)	\$ 4,512,781.60

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		\$ 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 Junction		\$ 2,670,000.00	\$ (1,210,240.45)	\$ 1,459,759.55	\$ (345,752.00)	\$ 1,114,007.55
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		\$ 122,990.00		\$ 122,990.00		\$ 122,990.00
314-Spring Mill Station SWC		\$ -				\$ -
316-Mainstreet		\$ 2,098,087.00	\$ (47,276.25)	\$ 2,050,810.75		\$ 2,050,810.75
317-146th Street		\$ 2,000,000.00		\$ 2,000,000.00		\$ 2,000,000.00
318-Gigabit		\$ 175,438.00		\$ 175,438.00		\$ 175,438.00
319-Spring Mill Station		\$ 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)	\$ 13,178,263.87		
Total Budget to Actual*		\$ 34,732,145.00	\$ (16,968,099.89)	\$ 17,765,222.11	\$ (919,928.64)	\$ 16,845,293.47
An error originating in March and subsequently reported in April have resulted in an adjustment to Fund 305's year-to-date total in May.						

May 2026-Fund Summary

Fund No.-Name	Description	Beginning Balance	Revenue	MTD Actual Disbursed	Ending Bank Balance	Cash Investment	Total
244-RDC Capital Fund		\$ 622,009.55					
244329	Pilot Agreement		\$ 5,524.61				
244348	Dennison Parking Inc		\$ 6,936.72				
	May Disbursements			\$ (74,176.64)			
		\$ 622,009.55	\$ 12,461.33	\$ (74,176.64)	\$ 560,294.24	\$ -	\$ 560,294.24
Fund No.-Name	Description	Beginning Balance		MTD Actual Disbursed	Ending Bank Balance	Cash in Investments	Available TIF Cash
301-Eastside		\$ 1,013,308.31		\$ -	\$ 1,013,308.31	\$ 700,000.00	\$ 1,713,308.31
302-Aurora		\$ 118,693.05			\$ 118,693.05	\$ 1,000,000.00	\$ 1,118,693.05
303-Lantern Commons	Taxpayer Agreement	\$ -	\$ 59,999.69	\$ -	\$ 59,999.69		\$ 59,999.69
304-Southside		\$ -		\$ -	\$ -		\$ -
305-Grand Junction		\$ 1,194,163.42		\$ (345,752.00)	\$ 848,411.42	\$ 1,000,000.00	\$ 1,848,411.42
306-Osborne Trails		\$ 510,686.35		\$ (48,063.10)	\$ 462,623.25	\$ 400,000.00	\$ 862,623.25
308-Osborne Trails South	Increased Investment	\$ 17,539.62			\$ 17,539.62	\$ 100,000.00	\$ 117,539.62
309-Eagletown		\$ 2,098,576.27			\$ 2,098,576.27	\$ 400,000.00	\$ 2,498,576.27
310-SEP		\$ 237,690.19			\$ 237,690.19		\$ 237,690.19
311-Spring Mill Centre		\$ -		\$ -	\$ -		\$ -
314-Spring Mill Station SWC		\$ 41,796.95			\$ 41,796.95		\$ 41,796.95
316-Mainstreet		\$ 1,484,186.77			\$ 1,484,186.77	\$ 250,000.00	\$ 1,734,186.77
317-146th Street		\$ 1,155,477.48			\$ 1,155,477.48	\$ 3,300,000.00	\$ 4,455,477.48
318-Gigabit		\$ -			\$ -		\$ -
319-Spring Mill Station		\$ 588,549.21			\$ 588,549.21	\$ 2,600,000.00	\$ 3,188,549.21
324-Eagletown DSR		\$ -			\$ -	\$ 81.43	\$ 81.43
327-Union Square	BOK Financial	\$ 13,925.63		\$ (175,150.00)	\$ (161,224.37)		\$ (161,224.37)
328-Wheeler Landing		\$ -		\$ -	\$ -		\$ -
Total*		\$ 9,096,602.80	\$ 72,461.02	\$ (643,141.74)	\$ 7,512,613.77	\$ 9,750,081.43	\$ 17,262,695.20

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								\$ 10,279.79
302-Aurora	\$ 1,528.80	\$ 1,372.30	\$ 1,514.36	\$ 2,855.94	\$ 2,998.57								\$ 10,269.97
303-Lantern Commons													
304-Southside													
305-Grand Junction	\$ 3,057.60	\$ 2,744.58	\$ 3,028.72	\$ 2,855.94	\$ 2,998.57								\$ 14,685.41
306-Osborne Trails	\$ 1,223.04	\$ 1,097.84	\$ 1,211.49	\$ 1,142.38	\$ 1,199.43								\$ 5,874.18
308-Osborne Trails South				\$ 285.58	\$ 299.86								\$ 585.44
309-Eagletown	\$ 1,223.04	\$ 1,097.84	\$ 1,211.49	\$ 1,142.38	\$ 1,199.43								\$ 5,874.18
310-SEP													
311-Spring Mill Centre													
316-Mainstreet	\$ 764.40	\$ 686.15	\$ 757.18	\$ 713.99	\$ 749.64								\$ 3,671.36
317-146th Street	\$ 10,090.08	\$ 9,057.08	\$ 9,994.78	\$ 9,424.61	\$ 9,895.28								\$ 48,461.83
318-Gigabit													
319-Spring Mill Station	\$ 7,949.76	\$ 7,135.88	\$ 7,874.67	\$ 7,425.45	\$ 7,796.28								\$ 38,182.04
324-Eagletown DSR	\$ 0.31	\$ 0.28	\$ 0.31	\$ 0.30	\$ 0.31								\$ 1.51
327-Union Square													
328-Wheeler Landing	\$ 787.69	\$ 1,315.67	\$ (232.29)	\$ 1,015.87	\$ 769.50								
448-Eagletown DSR	\$ 28,765.04	\$ 26,428.83	\$ 27,480.81	\$ 28,861.60	\$ 30,005.87								\$ 3,656.44
Total Interest from TIF Investments													\$ 141,542.15

Lifetime Interest by Year	2023	2024	2025	2026	Lifetime Total
244-RDC Capital	\$ -	\$ -	\$ -	\$ -	\$ -
301-Eastside	\$ 9,705.20	\$ 7,012.33	\$ 41,614.67	\$ 10,279.79	\$ 68,611.99
302-Aurora	\$ 3,365.96	\$ 26,627.75	\$ 21,042.91	\$ 10,269.97	\$ 61,306.59
303-Lantern Commons (AKA Front Street)					
304-Southside					
305-Grand Junction	\$ 35,510.93	\$ 17,530.86	\$ 38,098.76	\$ 14,685.41	\$ 105,825.96
306-Osborne Trails			\$ 15,239.51	\$ 5,874.18	\$ 21,113.69
308-Osborne Trails South				\$ 585.44	
309-Eagletown	\$ 33,042.55	\$ 5,259.23	\$ 19,125.38	\$ 5,874.18	\$ 63,301.34
310-SEP					
311-Spring Mill Centre					
316-Mainstreet	\$ 19,354.30	\$ 5,200.60	\$ 13,290.26	\$ 3,671.36	\$ 41,516.52
317-146th Street	\$ 28,049.71	\$ 159,771.88	\$ 142,179.00	\$ 48,461.83	\$ 378,462.42
318-Gigabit					
319-Spring Mill Station	\$ 16,829.82	\$ 92,221.14	\$ 108,208.05	\$ 38,182.04	\$ 255,441.05
324-Eagletown DSR	\$ -	\$ 4,818.13	\$ 14,012.18	\$ 1.51	\$ 18,831.82
327-Union Square					
328-Wheeler Landing					
448-Eagletown DSR	\$ -	\$ -	\$ 265.20	\$ 3,656.44	\$ 3,921.64
Life-to-Date of Investments	\$ 145,858.47	\$ 318,441.92	\$ 413,075.92	\$ 141,542.15	\$ 1,018,918.46

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
Total-Legal			\$ 167,719.25

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

Grand Total			\$ 234,719.25
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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.

June 15, 2026

Fiscal Officer

ALLOWANCE OF ACCOUNTS PAYABLE VOUCHERS

CITY OF WESTFIELD

We have examined the Accounts Payable Vouchers listed on the foregoing Register of Accounts Payable Vouchers consisting of 2 pages and except for accounts payables not allowed as shown on the Register such account payables are hereby allowed in the total amount of \$925,109.18 and pending director approval such accounts payables are hereby allowed in the total amount of \$0.

Dated this 15 day of June, 2026


Patrick Downey


Steve Latour


Absent Joseph Plankis

Chip Parsley


Brian Tomamichel

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: 05/17/26..06/11/26

6/11/2026 8:40 AM

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WESTFIELDTOLLEY

Buy-From Vendor No.	Buy-From Vendor Name	Invoice No.	Date	G/L Acct.	G/L Account Name	Description	Amount	Check No.	Check Date
Fund No. Fund Name									
244 Redevelopment District Capital									
RDC									
VEN011751	Wallack Somers and Haas PC	APP138914	6/11/2026	244018330	REDEVELOP DISTRICT	146th and Towne	110.00		
VEN011751	Wallack Somers and Haas PC	APP138914	6/11/2026	244018330	REDEVELOP DISTRICT	BW Jersey	55.00		
VEN011751	Wallack Somers and Haas PC	APP138914	6/11/2026	244018330	REDEVELOP DISTRICT	Card	2,695.00		
VEN011751	Wallack Somers and Haas PC	APP138914	6/11/2026	244018330	REDEVELOP DISTRICT	ECR	275.00		
VEN011751	Wallack Somers and Haas PC	APP138914	6/11/2026	244018330	REDEVELOP DISTRICT	Gateway	1,155.00		
VEN011751	Wallack Somers and Haas PC	APP138914	6/11/2026	244018330	REDEVELOP DISTRICT	General	2,915.00		
VEN011751	Wallack Somers and Haas PC	APP138914	6/11/2026	244018330	REDEVELOP DISTRICT	Gr Millenium	110.00		
VEN011751	Wallack Somers and Haas PC	APP138914	6/11/2026	244018330	REDEVELOP DISTRICT	GRP BOT	220.00		
VEN011751	Wallack Somers and Haas PC	APP138914	6/11/2026	244018330	REDEVELOP DISTRICT	GRP General	3,300.00		
VEN011751	Wallack Somers and Haas PC	APP138914	6/11/2026	244018330	REDEVELOP DISTRICT	GRP South	825.00		
VEN011751	Wallack Somers and Haas PC	APP138914	6/11/2026	244018330	REDEVELOP DISTRICT	Ham Crossing	55.00		
VEN011751	Wallack Somers and Haas PC	APP138914	6/11/2026	244018330	REDEVELOP DISTRICT	Ice Facility	2,255.00		
VEN011751	Wallack Somers and Haas PC	APP138914	6/11/2026	244018330	REDEVELOP DISTRICT	Jungle	55.00		
VEN011751	Wallack Somers and Haas PC	APP138914	6/11/2026	244018330	REDEVELOP DISTRICT	Lantern	165.00		
VEN011751	Wallack Somers and Haas PC	APP138914	6/11/2026	244018330	REDEVELOP DISTRICT	Level 2	1,265.00		
VEN011751	Wallack Somers and Haas PC	APP138914	6/11/2026	244018330	REDEVELOP DISTRICT	LOR	1,375.00		
VEN011751	Wallack Somers and Haas PC	APP138914	6/11/2026	244018330	REDEVELOP DISTRICT	Market	990.00		
VEN011751	Wallack Somers and Haas PC	APP138914	6/11/2026	244018330	REDEVELOP DISTRICT	Park St	6,545.00		
VEN011751	Wallack Somers and Haas PC	APP138914	6/11/2026	244018330	REDEVELOP DISTRICT	Riverview	440.00		
VEN011751	Wallack Somers and Haas PC	APP138914	6/11/2026	244018330	REDEVELOP DISTRICT	Schaaf	110.00		
VEN011751	Wallack Somers and Haas PC	APP138914	6/11/2026	244018330	REDEVELOP DISTRICT	SpringMill	110.00		
VEN011751	Wallack Somers and Haas PC	APP138914	6/11/2026	244018330	REDEVELOP DISTRICT	Towne West	55.00		
VEN011751	Wallack Somers and Haas PC	APP138914	6/11/2026	244018330	REDEVELOP DISTRICT	Union	385.00		
VEN011751	Wallack Somers and Haas PC	APP138914	6/11/2026	244018330	REDEVELOP DISTRICT	COW Wood Wind	1,600.00		
VEN011751	Wallack Somers and Haas PC	APP138914	6/11/2026	244018330	REDEVELOP DISTRICT	COW May services	672.07		
VEN011751	Wallack Somers and Haas PC	APP138914	6/11/2026	244018330	REDEVELOP DISTRICT	COW May services	552.30		
VEN011751	Wallack Somers and Haas PC	APP138914	6/11/2026	244018330	REDEVELOP DISTRICT	COW May services	2,776.84		
VEN011751	Wallack Somers and Haas PC	APP138914	6/11/2026	244018330	REDEVELOP DISTRICT	COW May services	1,659.09		
VEN011751	Wallack Somers and Haas PC	APP138914	6/11/2026	244018330	REDEVELOP DISTRICT	COW May services	4,637.57		
VEN011751	Wallack Somers and Haas PC	APP138914	6/11/2026	244018330	REDEVELOP DISTRICT	COW May services	39.30		
VEN011751	Wallack Somers and Haas PC	APP138914	6/11/2026	244018330	REDEVELOP DISTRICT	COW May services	192.87		
VEN011751	Wallack Somers and Haas PC	APP138914	6/11/2026	244018330	REDEVELOP DISTRICT	COW May services	192.87		
VEN011751	Wallack Somers and Haas PC	APP138914	6/11/2026	244018330	REDEVELOP DISTRICT	COW May services	192.86		

Purchase Invoice Register

City of Westfield

Report Date Range: 05/17/26..06/11/26

6/11/2026 8:40 AM

Page 2 of 2

WESTFIELD/DIDTOLLEY

Buy-From Vendor No.	Buy-From Vendor Name	Invoice No.	Date	G/L Acct.	G/L Account Name	Description	Amount	Check No.	Check Date
Fund No. Fund Name									
244 Redevelopment District Capital									
RDC									
VEN011964	JS Held	APP138917	6/11/2026	244018349	REDEVELOP DISTRICT	May services	192.87		
VEN011964	JS Held	APP138917	6/11/2026	244018349	REDEVELOP DISTRICT	May services	157.80		
VEN011964	JS Held	APP138917	6/11/2026	244018349	REDEVELOP DISTRICT	May services	157.80		
VEN012776	CrossRoad Engineers PC	APP138918	6/11/2026	244018349	REDEVELOP DISTRICT	May Services	362.00		
VEN009267	The Superlative Group Inc	APP138919	6/11/2026	244018349	REDEVELOP DISTRICT	Travel expenses	245.33		
VEN005897	Hamilton County Reporter	APP138920	6/11/2026	244018349	REDEVELOP DISTRICT	BOT Resolution	75.99		
VEN009267	The Superlative Group Inc	APP138921	6/11/2026	244018349	REDEVELOP DISTRICT	June services	5,000.00		
VEN011754	Bondry Management Consulting LLC	APP138922	6/11/2026	244018349	REDEVELOP DISTRICT	Lantern Commons	5,000.00		
VEN011754	Bondry Management Consulting LLC	APP138922	6/11/2026	244018349	REDEVELOP DISTRICT	2026 Pass	3,000.00		
VEN005661	Barnes and Thornburg LLP	APP138923	6/11/2026	244018330	REDEVELOP DISTRICT	April services	308.00		
VEN005661	Barnes and Thornburg LLP	APP138924	6/11/2026	244018330	REDEVELOP DISTRICT	April Services	284.00		
VEN005897	Hamilton County Reporter	APP138925	6/11/2026	244018349	REDEVELOP DISTRICT	Lantern Commons	37.49		
Subtotal for RDC							52,609.18		
Subtotal for Fund 244 Redevelopment District Capital							52,609.18		
Fund No. Fund Name									
305 Grand Junction TIF									
RDC									
VEN012714	Argent Institutional Trust	APP138880	6/10/2026	305018280	GRAND JUNCT TIF-DEBT	2024 Bond	872,500.00		
Subtotal for RDC							872,500.00		
Subtotal for Fund 305 Grand Junction TIF							872,500.00		
Posted Invoices Total							925,109.18		
Credit Memos									
Vendor No.	Vendor Name	Cr. Memo No.	Date	GL Acct.	GL Account Name	Description	Amount		
Credit Memo Total									



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
 May 31, 2026

26001
 24012
 25002
 25010
 24015
 24000
 24006
 25003
 24000
 24000
 25008
 25005
 25014
 24013
 25006
 24000
 25009
 24017
 24000
 25017
 24000
 26001
 24020
 24000

Matter	Invoice Date	Invoice#	Current Fees	30 Days	Total Due
146 & Towne	06/02/2026	39645	\$ 110.00		\$ 110.00
BWJersey	06/02/2026	39646	\$ 55.00		\$ 55.00
Card	06/02/2026	39647	\$2,695.00		\$2,695.00
ECR	06/02/2026	39648	\$ 275.00		\$ 275.00
Gateway	06/02/2026	39649	\$1,155.00		\$1,155.00
General	06/02/2026	39650	\$2,915.00		\$2,915.00
GrMillenium	06/02/2026	39651	\$ 110.00		\$ 110.00
GrPBot	06/02/2026	39652	\$ 220.00		\$ 220.00
GrPGen	06/02/2026	39653	\$3,300.00		\$3,300.00
GrPSouth	06/02/2026	39654	\$ 825.00		\$ 825.00
HamCross	06/02/2026	39655	\$ 55.00		\$ 55.00
IceFac	06/02/2026	39656	\$2,255.00		\$2,255.00
Jungle	06/02/2026	39657	\$ 55.00		\$ 55.00
Lantern	06/02/2026	39658	\$ 165.00		\$ 165.00
Level2	06/02/2026	39659	\$1,265.00		\$1,265.00
LOR	06/02/2026	39660	\$1,375.00		\$1,375.00
Market	06/02/2026	39661	\$ 990.00		\$ 990.00
ParkSt	06/02/2026	39662	\$6,545.00		\$6,545.00
Riverview	06/02/2026	39663	\$ 440.00		\$ 440.00
Schaaf	06/02/2026	39664	\$ 110.00		\$ 110.00
SpringMill	06/02/2026	39665	\$ 110.00		\$ 110.00
TowneWest	06/02/2026	39666	\$ 55.00		\$ 55.00
Union	06/02/2026	39667	\$ 385.00		\$ 385.00
COW-WoodWind	06/02/2026	39668	\$1,600.00		\$1,600.00
		Totals:	\$27,065.00		\$27,065.00

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

Tel: 317.231.9000

Fax: 317.231.9900



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

Phone: 516.621.2900
 Tax ID #: 47-3291463

Invoice No: INV-01US-0381321
Date: 6/8/2026
Due date: 6/8/2026
Payment Terms: Due Upon Receipt
Bill Through Date: 5/29/2026

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

INVOICE

PROJECT NO.
 250302569

PROJECT NAME
 City of Westfield Program Management

INVOICE FOR DISTRIBUTION ONLY TO City of Westfield Indiana

This Invoice Represents Your 100% Share

PLEASE REFERENCE THE J.S. HELD INVOICE NUMBER # **INV-01US-0381321** WHEN REMITTING PAYMENT

Page 1 of 5

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

Phone: 516.621.2900
Tax ID #: 47-3291463

Invoice No: INV-01US-0381321
Date: 6/8/2026
Due date: 6/8/2026
Payment Terms: Due Upon Receipt
Bill Through Date: 5/29/2026

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

INVOICE

PROJECT NO.	PROJECT NAME
250302569	City of Westfield Program Management

Professional Services Rendered:	USD	\$ 9,901.80
Expenses:	USD	\$ 396.07
Invoice Total	USD	\$ 10,297.87

Rounding differences may exist compared to the detail pages

TO ENSURE TIMELY PROCESSING PLEASE REMIT PAYMENT VIA ACH TO

Bank Name:	JP Morgan Chase Bank
ABA#:	021000021
Swift Code:	CHASUS33
Account:	328833006
Branch address:	4 New York Plaza, New York, NY, 10004
Beneficiary:	J.S. Held LLC - US
Reference (Mandatory):	Invoice No: INV-01US-0381321

Project Code	Amount
24000	\$672.07
25002	\$552.30
25003	\$2,776.84
25005	\$1,659.09
25009	\$4,637.57

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

Mailing Address

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

Overnight Mailing Address

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

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

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

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

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Page 2 of 5



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

Phone: 516.621.2900
Tax ID #: 47-3291463

Invoice No: INV-01US-0381321
Date: 6/8/2026
Due date: 6/8/2026
Payment Terms: Due Upon Receipt
Bill Through Date: 5/29/2026

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

INVOICE

PROJECT NO.	PROJECT NAME
250302569	City of Westfield Program Management

SUMMARY OF PROFESSIONAL SERVICES RENDERED:

Staff Member	Total Hours	Rate	Amount
PROJECT SUPPORT SERVICES			
Deb Kunce	37.50	263.00	9,862.50
Susan Drattlo	0.30	131.00	39.30
TOTAL PROJECT SUPPORT SERVICES	37.80		9,901.80
TOTAL PROFESSIONAL SERVICES RENDERED:	37.80		\$ 9,901.80 USD

PROFESSIONAL SERVICES RENDERED:

Date	Staff Member	Description	Hours
5/4/2026	Deb Kunce	Ice rink, 18160 Market Court CMc, Redev mtg	2.70
5/8/2026	Deb Kunce	Ice Rink schedule review	0.50
5/11/2026	Deb Kunce	Ice Rink coord mtg	1.00
5/11/2026	Susan Drattlo	Invoice DocumentationInvoice Documentation	0.30
5/12/2026	Deb Kunce	D-1Pay app review	0.20
5/13/2026	Deb Kunce	D-1 Relocation, CMc review for 18160 Market Court	4.50
5/14/2026	Deb Kunce	18160 Market court CMc, N8 and garage review + mtg	4.00
5/15/2026	Deb Kunce	18160 Market Court CMc and RDC prep	3.00
5/18/2026	Deb Kunce	Ice rink, 18160 Market Court, N8 Garage, Redev mtg	6.30
5/19/2026	Deb Kunce	18160 Market Court	1.00

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

Phone: 516.621.2900
Tax ID #: 47-3291463

Invoice No: INV-01US-0381321
Date: 6/8/2026
Due date: 6/8/2026
Payment Terms: Due Upon Receipt
Bill Through Date: 5/29/2026

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

INVOICE

PROJECT NO.	PROJECT NAME
250302569	City of Westfield Program Management

Date	Staff Member	Description	Hours
5/20/2026	Deb Kunce	18160 Market Court CMc contract	1.00
5/21/2026	Deb Kunce	Ice Rink, 18160 Market Court	3.00
5/22/2026	Deb Kunce	ECR Garage, Ice Rink, 18160 Market Court	2.50
5/26/2026	Deb Kunce	18160 Market Court, D-1	1.80
5/27/2026	Deb Kunce	ECR garage, 18160 Market Court, Grand Park South Infrastructure	3.30
5/28/2026	Deb Kunce	Grand Park North, N-8 and Garage	1.70
5/29/2026	Deb Kunce	Grand Park South Infrastructure	1.00
TOTAL:			37.80

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

Phone: 516.621.2900
Tax ID #: 47-3291463

Invoice No: INV-01US-0381321
Date: 6/8/2026
Due date: 6/8/2026
Payment Terms: Due Upon Receipt
Bill Through Date: 5/29/2026

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

INVOICE

PROJECT NO.	PROJECT NAME
250302569	City of Westfield Program Management

SUMMARY OF EXPENSES:

Staff Member	Amount
OTHER	
File Administration	396.07
OTHER TOTALS	396.07
TOTAL EXPENSES:	396.07 USD

EXPENSE DETAIL

Date	Source	Description	Amount
6/7/2026		File Administration	396.07
TOTAL EXPENSES:			396.07 USD

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

Phone: 516.621.2900
Tax ID #: 47-3291463

Invoice No: INV-01US-0381221
Date: 6/8/2026
Due date: 6/8/2026
Payment Terms: Due Upon Receipt
Bill Through Date: 5/18/2026

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

INVOICE

PROJECT NO.
250802146

PROJECT NAME
City of Westfield Non-Grand Park Projects

INVOICE FOR DISTRIBUTION ONLY TO City of Westfield Indiana

This Invoice Represents Your 100% Share

PLEASE REFERENCE THE J.S. HELD INVOICE NUMBER # **INV-01US-0381221** WHEN REMITTING PAYMENT
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Page 1 of 3



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

Phone: 516.621.2900
Tax ID #: 47-3291463

Invoice No: INV-01US-0381221
Date: 6/8/2026
Due date: 6/8/2026
Payment Terms: Due Upon Receipt
Bill Through Date: 5/18/2026

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

INVOICE

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

Professional Services Rendered:	USD	\$ 933.50
Invoice Total	USD	\$ 933.50

Rounding differences may exist compared to the detail pages

TO ENSURE TIMELY PROCESSING PLEASE REMIT PAYMENT VIA ACH TO

Bank Name:	JP Morgan Chase Bank
ABA#:	021000021
Swift Code:	CHASUS33
Account:	328833006
Branch address:	4 New York Plaza, New York, NY, 10004
Beneficiary:	J.S. Held LLC - US
Reference (Mandatory):	Invoice No: INV-01US-0381221

Project Code	Amount
24000	\$39.30
25002	\$192.87
25005	\$192.86
25009	\$192.87
25013	\$157.80
25015	\$157.80

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

Mailing Address

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

Overnight Mailing Address

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

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

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

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Page 2 of 3



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

Phone: 516.621.2900
Tax ID #: 47-3291463

Invoice No: INV-01US-0381221
Date: 6/8/2026
Due date: 6/8/2026
Payment Terms: Due Upon Receipt
Bill Through Date: 5/18/2026

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

INVOICE

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

SUMMARY OF PROFESSIONAL SERVICES RENDERED:

Staff Member	Total Hours	Rate	Amount
PROJECT SUPPORT SERVICES			
Deb Kunce	3.40	263.00	894.20
Susan Drattlo	0.30	131.00	39.30
TOTAL PROJECT SUPPORT SERVICES	3.70		933.50
TOTAL PROFESSIONAL SERVICES RENDERED:	3.70		\$ 933.50 USD

PROFESSIONAL SERVICES RENDERED:

Date	Staff Member	Description	Hours
4/20/2026	Susan Drattlo	Invoice documentation	0.30
5/5/2026	Deb Kunce	GP South development, Ice rink, 18160 market court addendum	2.20
5/8/2026	Deb Kunce	Park St and Jersey St Contract	0.80
5/18/2026	Deb Kunce	Call with John Nail	0.40
TOTAL:			3.70

PLEASE REFERENCE THE J.S. HELD INVOICE NUMBER # INV-01US-0381221 WHEN REMITTING PAYMENT
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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 261085
Date 06/02/2026
Project GRAND PARK BOT - OTR SERVICES

Total Due This Invoice (see breakdown below):

\$362.00

For services performed May 2, 2026 through May 29, 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	2.00	181.00	362.00

Invoice total **362.00**

Invoice Summary

Description	Contract Amount	Current Billed	Prior Billed	Total Billed	Remaining
PLAN SPECIFICATION & REVIEW	23,500.00	362.00	5,769.50	6,131.50	17,368.50
COORDINATION WITH CITY STAFF	23,500.00	0.00	271.50	271.50	23,228.50
MISCELLANEOUS REIMBURSABLES	2,000.00	0.00	0.00	0.00	2,000.00
Total	49,000.00	362.00	6,041.00	6,403.00	42,597.00

Grand Park BOT - OTR Services

Plan Specification & Review

Date Range from: 5/2/2026 to 5/29/2026

Employee/Activity

Work in Progress

Deferred

Hold

Non Billable

Writeoff

Total

Billed

WIP Total

Billable

Deferred

Hold

Non Billable

Writeoff

William F. Hall II

2.00

2.00

Billable Time

Date

Total

Billed

WIP Total

Billable

Deferred

Hold

Non Billable

Writeoff

5/5/2026

0.50

0.50

5/18/2026

1.00

1.00

5/29/2026

0.50

0.50

Total

2.00

2.00

The Superlative Group
2843 Franklin Blvd
Cleveland, OH 44113 US
canter@superlativegroup.com

Invoice



BILL TO

Westfield Redevelopment Commission
Westfield Redevelopment Commission

INVOICE #	DATE	TOTAL DUE	DUE DATE	TERMS	ENCLOSED
16181	06/09/2026	USD 245.33	07/09/2026	Net 30	

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
	Travel Expenses	P. Nieser	1	88.55	88.55
	Travel Expenses	B. Brinsey	1	156.78	156.78

Wire Instructions:

Routing: 041000124

Account: 4247044484

Account name: THE SUPERLATIVE GROUP INC

SWIFT CODE: PNCCUS33.

The Superlative Group, Inc.

Sanford House

2843 Franklin Blvd.

Cleveland, OH 44113

O: (216) 592-9400

M: (440) 221-5382

BALANCE DUE

USD 245.33

EXPENSE CLAIM	
Date: <u>March 23, 2026</u>	Business Unit: <u>City of Westfield</u>
Name: <u>Pat Nieser</u>	Rebillable: <u>Yes</u>
Payment Details	Amount
Jimmy Johns	\$39.57
Ohio Turnpike	\$9.25
GetGo Gas	\$39.73
Total	88.55
EIGHTY EIGHT & 55/100 ONLY	

-- REPRINT --
INSHOP

Jimmy Johns #3545
17409 Wheeler Rd, Suite 100
317-804-2090

03-23-2026 Chk# 177 Open 2:21 PM
Tkr 286 Reg# 2 2:25 PM

Original Combo	11.50
..#5 Vito	
NO tomatoes	
Add Hot Peppers	
Regular Chips	
Coke (med)	
Favorite Combo	12.95
..#9 Italian Night	
CUT 1/2	
Regular Chips	
Coke (lg)	0.35
Original Combo	11.50
..#4 Turkey Tom	
..Wheat	
Regular Chips	
Coke (med)	

Subtotal 36.30
Sales Tax (9.%) 3.27

Total \$ 39.57

*** PAID ***

Visa XX.5878 Amt: 39.57

OHIO TURNPIKE
www.ohioturnpike.org

Entry TP064 Exit TP151
Date 03/23/26 Date 03/23/26
Time 18:09 Time 19:21
Lane 08

Class: 1 Axles: 2
Collector 118028
Payment
Credit (5878) Auth: 038271
Toll Due \$ 9.25
Paid \$ 9.25
Bal Due \$ 0.00

Save up to 33% on future Ohio Turnpike tolls
To open an E-ZPass account
Go to www.ezpassoh.com



GetGo #7551
Wheeler Rd.
17531 Wheeler Rd.
Westfield, IN 46074
317-867-3355

Date 03/23/2026
Time 02:50 PM
Pump 6
Tran# 44

Fuel Details
Base Price: \$3.259
Your Price: \$3.259
Gallons: 12.191
Subtotal: \$39.73

39.73 REGULAR UNLEAD
0.00 TAX

39.73 BALANCE DUE
-39.73 PAID

VISA CREDIT
*****5878
REF 51694167607

EXPENSE CLAIM	
Date: <u>March 30, 2026</u>	Business Unit: <u>Westfield, IN</u>
Name: <u>Brandon Brinsey</u>	Rebillable: <u>Yes</u>
Payment Details	Amount
Hotel Room	\$156.78
Total	156.78
ONE HUNDRED FIFTY SIX & 78/100 ONLY	



INDIANAPOLIS MARRIOTT DOWNTOWN

GUEST FOLIO

948 ROOM GK TYPE 95	BRINSEY/B NAME	133.00 RATE	03/23/26 DEPART 03/22/26 ARRIVE	11:00 TIME 19:58 TIME	37058 ACCT#
ROOM CLERK	ADDRESS	PAYMENT	MBV#: XXXXX2336		
DATE	REFERENCES	CHARGES	CREDITS	BALANCES DUE	
03/22	ROOM	948, 1	133.00		
03/22	ROOM TAX	948, 1	9.31		
03/22	OCC TAX	948, 1	13.30		
03/22	EED FEE	948, 1	1.17		
03/23	VS CARD			\$156.78	

TO BE SETTLED TO: VISA CURRENT BALANCE .00

THANK YOU FOR CHOOSING MARRIOTT! TO EXPEDITE YOUR CHECK-OUT,
PLEASE PRESS ZERO TO NOTIFY US OF YOUR DEPARTURE
THANK YOU FOR CHOOSING THE INDIANAPOLIS MARRIOTT

See our "Privacy & Cookie Statement" on [Marriott.com](https://www.marriott.com)

Your Marriott Bonvoy points/miles earned on your eligible earnings will be credited to your account. Check your Marriott Bonvoy Account Statement for updated activity. See members.marriott.com for new Marriott Bonvoy benefits.



INDIANAPOLIS MARRIOTT DOWNTOWN
350 W MARYLAND ST
INDIANAPOLIS IN 46225-1051
317-822-3500

Treat yourself to the comfort of Marriott Hotels in your home. Visit ShopMarriott.com.

This statement is your only receipt. You have agreed to pay in cash or by approved personal check or to authorize us to charge your credit card for all amounts charged to you. The amounts shown in the credit column opposite any credit card entry in the reference column above will be charged to the credit card number set forth above. (The credit card company will bill in the usual manner.) If for any reason the credit card company does not make payment on this account, you will owe us such amount. If you are direct billed, in the event payment is not made within 25 days after check-out, you will owe us interest from the check-out date on any unpaid amount at the rate of 1.5% per month (ANNUAL RATE 18%), or the maximum allowed by law, plus the reasonable cost of collection, including attorney fees.

Signature X

Invoice

Date	Invoice#
6/8/2026	R 8027

Bill To
City of Westfield 130 Penn St. Westfield, IN 46074 ATTN: Rachel Baker

Description	Amount
BOT (Resolution No. 16-2025) Ad Ran: 5/29/2026 6/1/2026 6/5/2026 6/8/2026	\$75.99
PLEASE INCLUDE YOUR INVOICE NUMBER (R8027) ON YOUR CHECK	

Total	\$75.99
Amount Paid	\$0.00
Balance Due	\$75.99

Page 31 of 85

ATTACH COPY OF ADVERTISEMENT HERE

City of Westfield
(Governmental Unit)

To Hamilton County Reporter Newspaper
136 S. 9th Street, Suite 12
Noblesville, IN 46060

Hamilton County, Indiana

PUBLISHER'S CLAIM

LINE COUNT

Display Master (Must not exceed two actual lines, neither of which shall total more than four solid lines of the type in which the body of the advertisement is set) -- number of equivalent lines

Head -- number of lines

Body -- number of lines

Tail -- number of lines

Total number of lines in notice

COMPUTATION OF CHARGES

50 lines, 2 columns wide equals 100 equivalent lines at 0.75986 cents per line

\$75.99

Additional charges for notices containing rule or tabular work (50 per cent of above amount)

\$0.00

Charge for extra proofs of publication (\$1.00 for each proof in excess of two)

\$75.99

TOTAL AMOUNT OF CLAIM

DATA FOR COMPUTING COST

Width of single column in picas 9.375

Size of type 7 point

Number of insertions 2

Pursuant to the provisions and penalties of IC 5-11-10-1, I hereby certify that the foregoing account is just and correct, that the amount claimed is legally due, after allowing all just credits, and that no part of the same has been paid.

I also certify that the printed matter attached hereto is a true copy, of the same column width and type size, which was duly published in said paper 2 times. The dates of publication being as follows:

5/29/2026

6/1/2026

6/5/2026

6/8/2026

Additionally, the statement checked below is true and correct:

..... Newspaper does not have a Web site.

☒ Newspaper has a Web site and this public notice was posted on the same day as it was published in the newspaper.

..... Newspaper has a Web site, but due to technical problem or error, public notice was posted on

..... Newspaper has a Web site but refuses to post the public notice.

Date Monday, June 8, 2026

Title Public Notice Advertising

R 8027

The Superlative Group
2843 Franklin Blvd
Cleveland, OH 44113 US
canter@superlativegroup.com

Invoice

244-018-349
Project Code 25005



BILL TO

Westfield Redevelopment Commission
Westfield Redevelopment Commission

INVOICE #	DATE	TOTAL DUE	DUE DATE	TERMS	ENCLOSED
16165	06/01/2026	USD 5,000.00	07/01/2026	Net 30	

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
	Consulting	Corporate Partnership Consulting Services – June	1	5,000.00	5,000.00

Wire Instructions:

Routing: 041000124

Account: 4247044484

Account name: THE SUPERLATIVE GROUP INC

SWIFT CODE: PNCCUS33.

The Superlative Group, Inc.

Sanford House

2843 Franklin Blvd.

Cleveland, OH 44113

O: (216) 592-9400

M: (440) 221-5382

BALANCE DUE

USD 5,000.00

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 # 00349**DATE** 05/13/2026**DUE DATE** 06/27/2026**TERMS** Net 45

DESCRIPTION	Project Code	AMOUNT
Gateway (Lantern Commons) Tax Impact Statement	24015	5,000.00
2026 Pass-Through Letters	24000	3,000.00

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

BALANCE DUE**\$8,000.00**

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

BARNES & THORNBURG LLP

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

Invoice 3580390

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

May 18, 2026
Brian L. Burdick
00099516-00000001

Page 1

PAYABLE UPON RECEIPT

Fees for Services	\$	308.00
Other Charges	\$	0.00
Total This Invoice	\$	308.00

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

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

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

BARNES & THORNBURG LLP

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

Invoice 3580427

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

May 18, 2026
Brian L. Burdick
00099516-00000011

Page 1

PAYABLE UPON RECEIPT

Fees for Services	\$	284.00
Other Charges	\$	0.00
Total This Invoice	\$	284.00

To remit payments by check, please return this page with remittance to:

Barnes & Thornburg LLP, 11 South Meridian Street, Indianapolis, Indiana 46204-3535 U.S.A.

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

ABA #074908594 for ACH

ABA #042000314 for Wires

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



136 S. 9th Street, Suite 12
Noblesville, IN 46060

Invoice

Date	Invoice#
6/1/2026	R 8050

Bill To
City of Westfield 130 Penn St. Westfield, IN 46074 ATTN: David Brock

Description	Amount
LANTERN COMMONS Ad Ran: 6/1/2026	\$37.49
PLEASE INCLUDE YOUR INVOICE NUMBER (R8050) ON YOUR CHECK	

Total	\$37.49
Amount Paid	\$0.00
Balance Due	\$37.49

For billing questions call (765) 365-2316

ATTACH COPY OF ADVERTISEMENT HERE

City of Westfield
(Governmental Unit)

To: Hamilton County Reporter Newspaper
136 S. 9th Street, Suite 12
Noblesville, IN 46060

Hamilton County, Indiana

PUBLISHER'S CLAIM

LINE COUNT

Display Master (Must not exceed two actual lines, neither of which shall total more than four solid lines of the type in which the body of the advertisement is set) -- number of equivalent lines

Head -- number of lines

Body -- number of lines

Tail -- number of lines

Total number of lines in notice

COMPUTATION OF CHARGES

.....37..... lines,2..... columns wide equals74..... equivalent lines at0.50657.....
cents per line\$37.49.....

Additional charges for notices containing rule or tabular work (50 per cent of above amount)\$0.00.....

Charge for extra proofs of publication (\$1.00 for each proof in excess of two)\$37.49.....

TOTAL AMOUNT OF CLAIM

DATA FOR COMPUTING COST

Width of single column in picas.....9.375..... Size of type.....7.....point.

Number of insertions.....1.....

Pursuant to the provisions and penalties of IC 5-11-10-1, I hereby certify that the foregoing account is just and correct, that the amount claimed is legally due, after allowing all just credits, and that no part of the same has been paid.

I also certify that the printed matter attached hereto is a true copy, of the same column width and type size, which was duly published in said paper1..... times. The dates of publication being as follows:

.....
6/1/2026
.....

Additionally, the statement checked below is true and correct:

- Newspaper does not have a Web site.
- ☒ Newspaper has a Web site and this public notice was posted on the same day as it was published in the newspaper.
- Newspaper has a Web site, but due to technical problem or error, public notice was posted on
- Newspaper has a Web site but refuses to post the public notice.

Date Monday, June 1, 2026

.....
Title..... Public Notice Advertising

R 8050



4/23/2026

Lease Rental Invoice

Micha Farrar <mfarrar@westfield.in.gov>

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

305 018 280

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

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

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

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

Total Lease Rental Due: \$872,500.00

Payments by Wire Transfer or ACH

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

Payments by Check

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

CHECK PAYMENTS ARE DUE 5 DAYS PRIOR TO DUE DATE

EXHIBIT A
FORM OF REQUEST
DISBURSEMENT OF FUNDS
FROM PROJECT FUND

Requisition No. 5

Pursuant to the Trust Indenture dated as of June 1, 2025 (the "Indenture"), between the City of Westfield Redevelopment Authority and The Huntington National Bank, as trustee (the "Trustee"), the undersigned requests the Trustee to pay the expenses listed on Exhibit A attached hereto in the aggregate sum of \$1,611,658.82 out of moneys deposited in the 2025A Construction Account of the Project Fund under the Indenture. The undersigned, in connection with the foregoing request, hereby certifies that:

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

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

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

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

Dated this 15th day of June, 2026.

AUTHORIZED REPRESENTATIVE
UNDER THE INDENTURE

CITY OF WESTFIELD, INDIANA

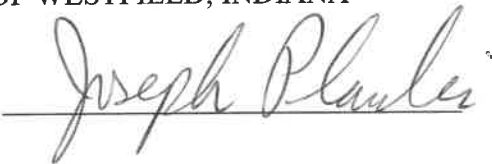


EXHIBIT A

<u>Payee</u>	<u>Purpose</u>	<u>Amount</u>
Keystone Realty Group	GMP#1 D-1 Baseball Diamond, Parking Lot, Underground Detention, and Overall Civil	\$1,496,559.23
Keystone Realty Group	GMP #2 Design Cost	\$113,874.59
Anova, LLC	OTR Project Management	\$1,225.00
Total:		\$1,611,658.82

EXHIBIT E

Form of Disbursement Request

DISBURSEMENT REQUEST

Disbursement No.:

#4

Date:

JUNE 3, 2026

Disbursement Amount: \$

1,610,433.82

KEYSTONE REALTY GROUP LLC (the "Developer"), pursuant to a Public Private Agreement (Grand Park Infrastructure) dated AUGUST 1, 2025, among the Developer and Westfield Redevelopment Commission, hereby requests the disbursement of funds in the Disbursement Amount stated above and certifies that such amount is in accordance with the attached AIA Document G702 and AIA Document G703 and the attached invoices, lien releases and other documentation provided in support of this Disbursement Request.

The issuance of an application for payment also shall constitute a representation that the entities list in Schedule I attached hereto are entitled to payment in the amount certified, or that the Developer has already paid such entities and is entitled to reimbursement in the amount certified.

By: 

Printed: KELLY MULDER

Title: VP OF DEVELOPMENT



GRAND PARK BOT - GMP #1

Reviewed and recommended for payment processing.
-Shaun Barcelow, 6/5/2026

APPLICATION AND CERTIFICATION FOR PAYMENT

4

DATE: 5/31/2026

PROJECT NAME: D1 Baseball

(a) Item No:	(b) Description	(c) Budget	(d) Completed to Date	(e) %	(f) Previous Funded Total	(g) Current Draw Request	(h) Balance to Complete
D-1 BASEBALL DIAMOND, PARKING LOT, UNDERGROUND DETENTION & OVERALL CIVIL							
	Hard Cost	7,267,571.00	1,766,436.61	24%	329,463.41	1,436,973.20	5,501,134.39
	Architecture, Engineering, Civil, Survey	190,750.00	175,701.86	92%	175,701.86	0.00	15,048.14
	Plats D-1	15,000.00	0.00	0%	0.00	0.00	15,000.00
	Design Contingency (5%)	10,288.00	0.00	0%	0.00	0.00	10,288.00
	Professional Service Direct Cost	202,606.00	188,423.58	93%	186,397.52	2,026.06	14,182.42
	Developer Overhead & Fee (4%)	307,449.00	85,222.47	28%	27,662.50	57,559.97	222,226.53
	Total New D-1 Baseball	7,993,664.00	2,215,784.52	28%	719,225.29	1,496,559.23	5,777,879.48
	TOTAL COST	7,993,664.00	2,215,784.52	28%	719,225.29	1,496,559.23	5,777,879.48

Application #4
Period To 5/31/2026

\$ 1,496,559.23

REQUEST FOR PAYMENT

TO OWNER:	FROM CONTRACTOR:	ARCHITECT:	APPLICATION NO:	Distribution to:
Keystone Westfield LLC	Keystone Construction Corporation	Americana Structurepoint	250503	☒ OWNER
47 S Pennsylvania Street, 10th Floor	47 S Pennsylvania Street, 10th Floor	9025 River Rd., Ste. 200	PROJECT NAME: GP DI Baseball Field	☐ CONTRACTOR
Indianapolis, IN 46204	Indianapolis, IN 46204	Indianapolis, IN 46204		☒ ARCHITECT
				☐ OTHER
CONTRACT FOR: General Construction		PROJECT NOS: 25-05-00		
CONTRACT DATE: 03/17/2026		PERIOD TO: May 31, 2026		

CONTRACTOR'S REQUEST FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.

1. ORIGINAL CONTRACT AMOUNT	\$ 7,267,571.00
2. NET CHANGE BY CHANGE ORDERS	\$ 0.00
3. REVISED CONTRACT AMOUNT	\$ 7,267,571.00
Line 1 + 2	
4. TOTAL COMPLETED/STORED TO DATE	\$ 1,913,600.41
Column G from Detail	
5. RETAINAGE:	\$ 147,163.80
Column I from Detail	
6. TOTAL EARNED LESS RETAINAGE	\$ 1,766,436.61
Line 4 less line 5	
7. LESS PREVIOUS CERTIFICATES FOR	\$ 329,463.41
Line 6 from last request	
8. CURRENT PAYMENT DUE	\$ 1,436,973.20
Line 3 less line 6	
9. BALANCE TO FINISH, INCLUDING RETAINAGE	\$ 5,501,134.39
Line 3 less line 6	

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$0.00	\$0.00
Total approved this Month	\$0.00	\$0.00
TOTALS	\$0.00	\$0.00
NET CHANGES BY CHANGE ORDER		\$0.00

I hereby certify to the best of my knowledge that the work performed and the materials supplied to date have been completed in accordance with the Contract Documents. I also certify that the Contractor has paid all amounts previously billed and paid by the owner.

CONTRACTOR: KEYSTONE CONSTRUCTION CORPORATION

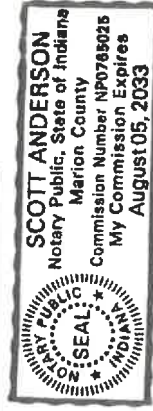
By: [Signature] Date: 6/3/26

Notary Public:

Subscribed and sworn to before me this 3 day of JUNE, 2026

State of: Indiana

My Commission expires: 8/5/2033



ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the application, the Architect certifies that to the best of the Architect's knowledge, information and belief, the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$ 1,436,973.20

ARCHITECT'S REPRESENTATIVE:

By: [Signature]

Date: 6/3/2026

REQUEST FOR PAYMENT DETAIL

PAGE 2 OF 2 PAGES

APPLICATION NO: 250503
APPLICATION DATE: 5/31/2026
PROJECT NO: 25-05-00
PERIOD TO: 5/31/2026

A ITEM NO.	B DESCRIPTION OF WORK	C TOTAL CONTRACT AMOUNT	D WORK COMPLETED FROM PREVIOUS APPLICATION	E WORK COMPLETED THIS PERIOD	F MATERIALS PRESENTLY STORED	G TOTAL COMPLETED AND STORED TO DATE	H BALANCE TO FINISH	I RETAINAGE
Field, Driveways, Fence, Site Work, Paving, Curbs, Walls								
1	General Liability Insurance	61,992.00	61,992.00			61,992.00	0.00	0.00
2	Builders Risk Insurance	45,212.00	45,212.00			45,212.00	0.00	0.00
3	Preconstruction Services	61,380.00	61,380.00			61,380.00	0.00	0.00
4	General Conditions & General Requirements	320,804.00	53,467.00	83,199.00		136,666.00	184,138.00	0.00
5	Masonry	138,000.00	0.00			0.00	138,000.00	0.00
6	Fencing	120,000.00	0.00			0.00	120,000.00	0.00
7	Driveways / Misc. Specialties	133,000.00	0.00			0.00	133,000.00	0.00
8	Turf	1,257,311.00	0.00			0.00	1,257,311.00	0.00
9	Sidewalks / Curb and Gutter	100,176.00	0.00			0.00	100,176.00	0.00
10	Earthwork / Site Utilities	452,005.00	35,000.00	295,515.00		330,515.00	121,490.00	33,051.50
11	High Netting / Fencing and Gates	103,000.00	0.00			0.00	103,000.00	0.00
12	New Scoreboard	40,878.00	0.00			0.00	40,878.00	0.00
13	Lighting	714,000.00	63,112.41			63,112.41	650,887.59	0.00
Parking Lot								
14	New Asphalt	599,475.00	0.00			0.00	599,475.00	0.00
15	Earthwork	301,336.00	0.00			0.00	301,336.00	0.00
16	Sidewalks / Curb and Gutter	66,784.00	0.00			0.00	66,784.00	0.00
17	Demolition of Existing	221,292.00	0.00	214,485.00		214,485.00	6,807.00	21,448.50
18	Lighting	62,500.00	0.00			0.00	62,500.00	0.00
19	Underground Storage System	1,856,140.00	0.00	926,638.00		926,638.00	929,502.00	92,663.80
20	Contingency	332,764.00	0.00			0.00	332,764.00	0.00
21	Overhead & Fee	279,522.00	12,800.00	60,800.00		73,600.00	205,922.00	0.00
TOTAL		7,267,571.00	332,963.41	1,580,637.00	0.00	1,913,600.41	5,353,970.59	147,163.80

HARDCOSTS - GP D1 Baseball Field				
Application No: 250503		Application Date: 5/31/2026		
A ITEM NO.	B DESCRIPTION OF WORK	C TOTAL CONTRACT AMOUNT	D WORK COMPLETED FROM PREVIOUS APPLICATION	E WORK COMPLETED THIS PERIOD & MATERIALS
Field, Dugouts, Fence, Site Work, Paving, Curbs, Walls				
1	General Liability Insurance	61,992.00	61,992.00	
2	Builders Risk Insurance	45,212.00	45,212.00	
3	Preconstruction Services	61,380.00	61,380.00	
4	General Conditions & General Requirements	320,804.00	53,467.00	83,199.00
5	Masonry	138,000.00	0.00	
6	Fencing	120,000.00	0.00	
7	Dugouts / Misc. Specialties	133,000.00	0.00	
8	Turf	1,257,311.00	0.00	
9	Sidewalks / Curb and Gutter	100,176.00	0.00	
10	Earthwork / Site Utilities	452,005.00	35,000.00	295,515.00
	Dotlich			295,515.00
11	High Netting / Fencing and Gates	103,000.00	0.00	
12	New Scoreboard	40,878.00	0.00	
13	Lighting	714,000.00	63,112.41	
Parking Lot				
14	New Asphalt	599,475.00	0.00	
15	Earthwork	301,336.00	0.00	
16	Sidewalks / Curb and Gutter	66,784.00	0.00	
17	Demolition of Existing	221,292.00	0.00	214,485.00
	Dotlich			214,485.00
18	Lighting	62,500.00	0.00	
19	Underground Storage System	1,856,140.00	0.00	926,638.00
	Dotlich			926,638.00
20	Contingency	332,764.00	0.00	
21	Overhead & Fee	279,522.00	12,800.00	60,800.00
GRAND TOTAL		7,267,571.00	332,963.41	1,580,637.00

AFFIDAVIT AND WAIVER OF LIEN

☐ Final

☒ Partial

☒ Payment to Follow

State of Indiana, County of Marion. SS:

Chris Gricar being duly sworn, states that he is the Chief Operating Officer of Keystone Construction Corporation (Contractor) having contracted with Keystone Westfield LLC to furnish certain materials and/or labor as follows for a project known as GP D1 Baseball Field, located at Grand Park, Westfield, IN and does hereby further state on behalf of the aforementioned Contractor.

(PARTIAL WAIVER) that there is due from the owner the sum of One Million Four Hundred Thirty-Six Thousand Nine Hundred Seventy-Three & 20/100 dollars (\$1,436,973.00),

☐ receipt of which is hereby acknowledged; or

☒ the payment of which has been promised as the sole consideration of this Affidavit and Partial Waiver of Lien which is given solely with respect to said amount, and which waiver shall be effective only upon receipt of payment thereof by the undersigned;

(FINAL WAIVER) that the final balance due from the owner is the sum of _____
(_____),

☐ receipt of which is hereby acknowledged; or

☐ the payment of which has been promised as the sole consideration for this Affidavit and Final Waiver of Lien which shall become effective upon receipt of such payment.

THEREFORE, the undersigned waives and releases unto the Owner of said premises, any and all lien or claim whatsoever on the above-described property and improvements thereon on account of LABOR or MATERIAL or both, furnished by the undersigned thereto, subject to limitations or conditions expressed herein, if any; and further certifies that no other party has any claim or right to a lien on account of any work performed or material furnished to the undersigned for said project, and within the scope of this affidavit and waiver.

Keystone Construction Corporation By: [Signature] Title: Chief Operating Officer
(Contractor) (Authorized Representative)

WITNESS MY HAND AND NOTARIAL SEAL, this 3 day of JUNE, 2020

Notary Public: [Signature] State of INDIANA County of MARION

Printed Name: SCOTT ANDERSON My Commission Expires 8/5/2033



AFFIDAVIT AND WAIVER OF LIEN

☐ Final

☒ Partial

☐ Payment to Follow

State of Indiana, County of Marion. SS:

Chris Gricar being duly sworn, states that he is the Chief Operating Officer of Keystone Construction Corporation (Contractor) having contracted with Keystone Westfield LLC to furnish certain materials and/or labor as follows for a project known as GP D1 Baseball Field, located at Grand Park, Westfield, IN and does hereby further state on behalf of the aforementioned Contractor.

(PARTIAL WAIVER) that there is due from the owner the sum of Ninety-Seven Thousand Seven Hundred Sixty-Seven & 00/100 dollars (\$97,767.00),

☒ receipt of which is hereby acknowledged; or

☐ the payment of which has been promised as the sole consideration of this Affidavit and Partial Waiver of Lien which is given solely with respect to said amount, and which waiver shall be effective only upon receipt of payment thereof by the undersigned;

(FINAL WAIVER) that the final balance due from the owner is the sum of _____
(_____),

☐ receipt of which is hereby acknowledged; or

☐ the payment of which has been promised as the sole consideration for this Affidavit and Final Waiver of Lien which shall become effective upon receipt of such payment.

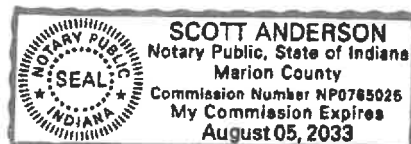
THEREFORE, the undersigned waives and releases unto the Owner of said premises, any and all lien or claim whatsoever on the above-described property and improvements thereon on account of LABOR or MATERIAL or both, furnished by the undersigned thereto, subject to limitations or conditions expressed herein, if any; and further certifies that no other party has any claim or right to a lien on account of any work performed or material furnished to the undersigned for said project, and within the scope of this affidavit and waiver.

Keystone Construction Corporation By: [Signature] Title: Chief Operating Officer
(Contractor) (Authorized Representative)

WITNESS MY HAND AND NOTARIAL SEAL, this 3 day of JUNE, 2026

Notary Public: [Signature] State of INDIANA County of MARION

Printed Name: SCOTT ANDERSON My Commission Expires 8/5/2033



APPLICATION AND CERTIFICATION FOR PAYMENT

AIA DOCUMENT G702 PAGE ONE OF TWO

TO CONTRACTOR:
Keystone Construction Corp.
47 S. Pennsylvania Street
Indianapolis, IN 46204

PROJECT:
Grand Park Baseball Field
E. 186th Street
Westfield, IN 46074

FROM CONTRACTOR:
Dotlich Contractors, Inc.
3025 South Indianapolis Road
Lebanon, IN 46052

APPLICATION NO: Two

PERIOD TO: 31-May-26

PROJECT # 25-05-00

COST CODE: 31-200

Distribution to:
OWNER
ARCHITECT
CONTRACTOR
X

CONTRACT FOR: Site Development

CONTRACT DATE: 03-Apr-26

CONTRACTORS APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract Continuation Sheet, AIA Document G703, is attached.

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

1. ORIGINAL CONTRACT SUM\$ 3,005,658.00

2. NET CHANGE BY CHANGE ORDERS\$ 43,316.00

3. CONTRACT SUM TO DATE (Line 1 +/- 2)\$ 3,048,974.00

4. TOTAL COMPLETED & STORED TO DATE\$ 1,471,638.00

CONTRACTOR: Dotlich Contractors, Inc.

Date: 03-Jun-26

By: *John Herron Dotlich*

John Herron Dotlich

5. RETAINAGE

a. 10% of Completed Work\$ 147,163.80
(Column D + E on G703)

b. 10% of Stored Material\$ 0.00
(Column F on G703)

State of: Indiana

County of: Boone

Subscribed and sworn to before me this 3rd day of June, 2026

NOTARY PUBLIC: *Barry C. Dowers* / Barry C. Dowers

My Commission Expires: April 21, 2027

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform to the amount certified.)

ARCHITECT:

By: _____ Date: _____

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

Total Retainage (Lines 5a + 5b or Total in Column 1 of G703)\$ 147,163.80

6. TOTAL EARNED LESS RETAINAGE\$ 1,324,474.20
(Line 4 Less Line 5 Total)

7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)\$ 31,500.00

8. CURRENT PAYMENT DUE\$ 1,292,974.20

9. BALANCE TO FINISH, INCLUDING RETAINAGE\$ 1,724,499.80
(Line 3 less Line 6)

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	43,316.00	
Total approved this month		
TOTALS		
NET CHANGES by Change Order	43,316.00	0.00

CONTINUATION SHEET

AIA DOCUMENT G703 PAGE TWO OF TWO

AIA Document G702, Application and Certificate for Payment, containing Contractor's signed Certification, is attached. In tabulations below, amounts are stated to the nearest dollar. Use Column I on Contract where variable retainage for line items may apply.										Dotlich Contractors, Inc. 3025 South Indianapolis Road Lebanon, IN 46052			Application No: 03-Jun-26 Application Date: 31-May-26 Period to: Project No: 25-05-00 Project: Grand Park - baseball field			Two		
A	B	C	D	E	F	G	H	I										
Item	Description	Scheduled Value	Previous Period	This Period	Materials Stored	Total Completed	% (G+ C)	Balance To Finish	Retainage									
1	Earthwork	\$641,287.00	\$19,763.00	\$300,000.00		\$319,763.00	50%	\$321,524.00	\$31,976.30									
2	Erosion control	\$68,738.00	\$10,752.00			\$10,752.00	16%	\$57,986.00	\$1,075.20									
3	Demolition / Clearing	\$221,292.00	\$4,485.00	\$210,000.00		\$214,485.00	97%	\$6,807.00	\$21,448.50									
4	Storm & Detention system	\$1,856,140.00		\$926,638.00		\$926,638.00	50%	\$929,502.00	\$92,663.80									
5	HP pipe increase	\$49,441.00						\$49,441.00										
6	Stone under asphalt	\$168,760.00						\$168,760.00										
7	CHANGE ORDER																	
8	CO #01 (Water system)	\$43,316.00						\$43,316.00										
9																		
10																		
11																		
12																		
13																		
14																		
15																		
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25																		
26																		
27																		
28																		
		\$3,048,974.00	\$35,000.00	\$1,436,638.00		\$1,471,638.00	48%	\$1,577,336.00	\$147,163.80									

AFFIDAVIT AND WAIVER OF LIEN

☐ Final ☒ Partial ☒ Payment to Follow

State of Indiana, County of Boone, SS: John Dotlich,
being duly sworn, states that he/she is President (title) of
Dotlich Contractors, Inc. (Subcontractor) having contracted with Keystone
Construction (Contractor) to furnish certain materials and/or labor as follows for a project known
as Grand Park Championship Baseball Field Relocation, located at E. 186th St. & Grand Park Blvd.
Westfield, IN and does hereby further state on behalf of the
aforementioned Subcontractor.

(PARTIAL WAIVER) that there is due from the Contractor the sum of
One million two hundred ninety two thousand nine
hundred seventy four dollars and twenty cents Dollars (\$ 1,292,974.20)

[] receipt of which is hereby acknowledged ; or

[x] the payment of which has been promised as the sole consideration of this Affidavit
and Partial Waiver of Lien which is given solely with respect to said amount, and which waiver shall be
effective only upon receipt of payment thereof by the undersigned ;

(FINAL WAIVER) that the final balance due from the Contractor is the sum of
_____ Dollars (\$ _____).

[] receipt of which is hereby acknowledged; or

[] the payment of which has been promised as the sole consideration for this Affidavit
and Final Waiver of Lien which shall become effective upon receipt of such payment.

THEREFORE, the undersigned waives and releases unto the Owner of said premises, any and all lien or
claim whatsoever on the above-described property and improvements thereon on account of LABOR or
MATERIAL or both, furnished by the undersigned thereto, subject to limitations or conditions expressed
herein, if any; and further certifies that no other party has any claim or right to a lien on account of any work
performed or material furnished to the undersigned for said project, and within the scope of this affidavit and
waiver.

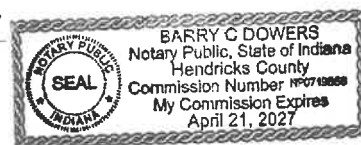
Dotlich Contractors, Inc.
(Company)

By [Signature] Title President
(Authorized Representative)

WITNESS MY HAND AND NOTARIAL SEAL, this 3rd day of June, 2026.

Notary Public: [Signature] State of Indiana County of Boone

Printed Name: Barry C. Dowers My Commission Expires: April 21, 2027



SUBCONTRACTOR'S AFFIDAVIT

COUNTY OF Boone)
)
 STATE OF Indiana)

TO WHOM IT MAY CONCERN:

The undersigned, being duly sworn, deposes and says that he is President of Dotlich Contractors, Inc., a subcontractor contracted with Keystone Construction Corporation to perform work at Grand Park Championship Baseball Field Relocataion located at E. 186th St. & Grand Park Blvd., Westfield, IN and owned by . That the total amount of the subcontract including extras is \$3,048,974.00 of which he has received payment of \$0.00 prior to this payment.

That the following are the names of all parties who have furnished material or labor, or both, for said work and all parties having contracts or subcontracts for specific portions of said work or for material entering into the construction thereof and the amount due or to become due to each, and that the items mentioned include all labor and material required to complete said work in accordance with the contract documents:

Name	Service Rendered	Contract Price/ Total per Vendor or Sub	Amount Paid	This Payment	Balance Due
Roudebush Grading	erosion control	\$12,928.00	\$0.00	\$0.00	\$0.00
Javelina Milling	asphalt milling	\$12,000.00	\$0.00	\$12,000.00	\$0.00
McCreary Concrete	precast structures	\$ 55,635.00	\$0.00	\$ 55,635.00	\$0.00
Core & Main	utilities material	\$899,800.00	\$0.00	\$ 786,764.00	\$ 113,036.00
Ferguson	silt fence	\$1,572.90	\$1,572.90	\$0.00	\$0.00
Total labor and material to complete		\$ 981,935.90	\$ 1,572.90	\$ 854,399.00	\$ 113,036.00

Signed this 3rd day of June, 2026

By: 

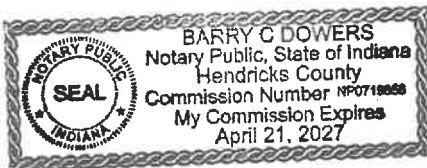
COUNTY OF Boone)
)SS:
 STATE OF Indiana)

Before me, a Notary Public in and for said County and State, personally appeared John Dotlich the President of Dotlich Contractors, Inc., who, being duly sworn upon their oath, acknowledged the execution of the above and foregoing instrument.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, on the 3rd day of June, 2026.

Notary Public

Barry C. Dowers
 Printed Name





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

DATE:
Invoice #

May 31, 2026
20260531 GMP #1

Inv. Description:

Grand Park BOT - GMP #1

Billed To:

City of Westfield Redevelopment Commission

Cost Entry Description	Description	Amount
Professional Service Direct Costs	D-1 Baseball Field	2,026.06
Developer Overhead & Fee	D-1 Baseball Field	57,559.97

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

TOTAL DUE
Due Date

\$ 59,586.03
May 31, 2026



GRAND PARK BOT - GMP #2 Design Cost

Reviewed and recommended for payment processing.

-Shaun Barcelow, 6/5/2026

APPLICATION AND CERTIFICATION FOR PAYMENT

DATE: 5/31/2026		PROJECT NAME: GMP #2 Design Cost							4
(a)	(b)	(c)	(d)	(e)	(f)	(g)	(h)		
Item No:	Description	Budget	Completed to Date	%	Previous Funded Total	Current Draw Request	Balance to Complete		
PARKING GARAGE									
	Architecture, Landscape, Engineering	626,500.00	206,545.61	33%	177,045.61	259,500.00	419,954.39		
	Design Contingency (5%)	31,325.00	0.00	0%	0.00	0.00	31,325.00		
	Professional Services	229,019.00	53,201.99	23%	41,751.04	11,450.95	175,617.01		
	Developer Overhead & Fee (3%)	693,928.00	8,818.81	1%	7,590.28	1,228.53	685,107.19		
	Total Parking Garage	1,580,770.00	268,566.41	17%	225,386.93	42,179.48	1,312,203.59		
N-3 SITE WORK & UTILITIES									
	Phase I Environmental	2,900.00	2,900.00	100%	2,900.00	0.00	0.00		
	Primary Plat	12,500.00	0.00	0%	0.00	0.00	12,500.00		
	Geotech	26,000.00	26,000.00	100%	26,000.00	0.00	0.00		
	100% Civil for Sitework, roads, sidewalks, LA, Utilities	390,000.00	66,003.51	17%	8,990.00	57,013.51	323,986.49		
	Design Contingency (5%)	21,570.00	0.00	0%	0.00	0.00	21,570.00		
	Professional Services Direct Cost	238,482.00	52,402.01	22%	40,477.91	11,924.10	186,079.99		
	Developer Overhead & Fee (4%)	195,014.00	5,892.21	3%	3,134.71	2,757.50	189,121.79		
	Total Overall Utilities N3 & Site Work	886,466.00	153,197.73	17%	81,502.62	71,695.11	733,268.27		
Overall Site/Civil/Utility/Traffic/Survey/Drainage									
	35% Civil Set	240,300.00	177,144.00	74%	177,144.00	0.00	63,156.00		
	Utility Study / Traffic Study / Land Survey	190,700.00	150,970.60	79%	150,970.60	0.00	39,729.40		
	Professional Service Direct Cost	227,420.00	204,678.00	90%	204,678.00	0.00	22,742.00		
	Developer Overhead and Fee (4%)	26,337.00	21,311.70	81%	21,311.70	0.00	5,025.30		
	Total Overall Site/Civil/Utilities/Traffic	684,757.00	554,104.30	81%	554,104.30	0.00	130,652.70		
	Total N3 - Site Work & Utilities	1,571,223.00	707,302.03	45%	635,506.92	71,695.11	863,920.97		
TOTAL COST									
		3,151,993.00	975,868.44	31%	861,993.85	113,374.59	2,176,124.56		

Grand Park BOT Application #4 Period To 5/31/2026

Project	Invoice Date	Invoice #	Vendor	Invoice Amount	Cost Category
GMP 2 - Design Cost					
Overall Utilities	5/16/2026	205037	American Structurepoir	\$ 57,013.51	100% Civil for Sitework, roads, sidewalks, LA, Utilit
Overall Utilities	5/31/2026	20260531	GMP #2 Keystone Realty Group	\$ 11,924.10	Professional Service Direct Cost
Overall Utilities	5/31/2026	20260531	GMP #2 Keystone Realty Group	\$ 2,757.50	Developer Overhead & Fee (4%)
	N8 - Utilities Subtotal			\$ 71,695.11	
Parking Garage	5/22/2026	66283	CSO Architecture	\$ 29,500.00	Architectural, Landscape, Engineering
Parking Garage	5/31/2026	20260531	GMP #2 Keystone Realty Group	\$ 11,450.95	Professional Service Direct Cost
Parking Garage	5/31/2026	20260531	GMP #2 Keystone Realty Group	\$ 1,228.53	Developer Overhead & Fee (3%)
	Parking Garage Subtotal			\$ 42,179.48	
	GMP 2 - Design Cost Subtotal			\$ 113,874.59	

May 22, 2026

Project No: 2025072.1

Invoice No: 66283

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

Project 2025072.1 Keystone-Grand Park Parking Garage N8
For professional services rendered for the period May 01, 2026 to May 31, 2026 for the referenced project.

Fee

Billing Phase	Fee	Percent Complete	Earned	Previous Fee Billing	Current Fee Billing
Landscape					
Schematic Design	3,975.00	85.00	3,378.75	3,378.75	0.00
Credit of SD removed from CSO scope	-3,975.00	85.00	-3,378.75	-3,378.75	0.00
Total Landscape	0.00		0.00	0.00	0.00
Architectural					
Schematic Design	19,500.00	100.00	19,500.00	19,500.00	0.00
Design Development	26,000.00	100.00	26,000.00	19,500.00	6,500.00
Const. Documents	58,500.00	0.00	0.00	0.00	0.00
Const. Administration	26,000.00	0.00	0.00	0.00	0.00
Total Architectural	130,000.00		45,500.00	39,000.00	6,500.00
Structural & MEP					
Schematic Design	69,000.00	100.00	69,000.00	69,000.00	0.00
Design Development	92,000.00	100.00	92,000.00	69,000.00	23,000.00
Const. Documents	207,000.00	0.00	0.00	0.00	0.00
Const. Administration	92,000.00	0.00	0.00	0.00	0.00
Total Structural & MEP	460,000.00		161,000.00	138,000.00	23,000.00
Total Fee	590,000.00		206,500.00	177,000.00	29,500.00
	Total Fee			29,500.00	
			Total this Invoice	\$29,500.00	

Please remit to: CSO Architects, PO Box 6069, Dept 94, Indianapolis, IN 46206-6069. Unpaid amounts over 30 days will be subject to 1 1/2% monthly interest charge. Contact Patty Adams with any questions regarding this invoice at 317/706-2420 or e-mail padams@csoinc.net.

Project	2025072.1	Keystone-Grand Park Parking Garage	Invoice	66283
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Please remit to: CSO Architects, PO Box 6069, Dept 94, Indianapolis, IN 46206-6069. Unpaid amounts over 30 days will be subject to 1 1/2% monthly interest charge. Contact Patty Adams with any questions regarding this invoice at 317/706-2420 or e-mail padams@csoinc.net.



AMERICAN
STRUCTUREPOINT
INC.

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

May 16, 2026
Invoice No: 205037

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

Total Due This Invoice (see breakdown below): \$57,013.51

Project 0002024.01793.0004 Grand Park Phase 1 Infrastructure
Services from April 1, 2026 through April 30, 2026

Phase	00120	Legal Descriptions & Exhibits				
Fee						
Number of units		1.00				
Fee Each		800.00				
Total Fee		800.00				
			Total Earned	800.00		
			Previous Fee Billing	0.00		
			Current Fee Billing	800.00		
			Total Fee		800.00	
			TOTAL THIS PHASE:		\$800.00	

Phase	00200	Civil Design Development				
Fee						
Phase		Fee	Percent Complete	Fee Earned	Prior Billing	Current Fee
		89,900.00	65.00	58,435.00	8,990.00	49,445.00
Total Fee		89,900.00		58,435.00	8,990.00	49,445.00
			Total Fee			49,445.00
			TOTAL THIS PHASE:		\$49,445.00	

Phase	00300	Structural Design Development				
Fee						
Phase		Fee	Percent Complete	Fee Earned	Prior Billing	Current Fee
		14,600.00	15.00	2,190.00	0.00	2,190.00
Total Fee		14,600.00		2,190.00	0.00	2,190.00

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

Project	0002024.01793.0004	Grand Park Phase 1 Infrastructure				Invoice	205037
Total Fee							2,190.00
TOTAL THIS PHASE:							\$2,190.00
Phase	00400	Landcape Design Development					
Fee							
Phase		Fee	Percent Complete	Fee Earned	Prior Billing	Current Fee	
		7,000.00	65.00	4,550.00	0.00	4,550.00	
Total Fee		7,000.00		4,550.00	0.00	4,550.00	
Total Fee							4,550.00
TOTAL THIS PHASE:							\$4,550.00
Phase	99999	Reinsurable Expenses					
Reimbursable Expenses							
Licenses and Fees						28.51	
Reimbursables Total						28.51	28.51
Billing Limits			Current	Previous	Total		
Total Billings			28.51	0.00	28.51		
Maximum					5,000.00		
Under Maximum					4,971.49		
TOTAL THIS PHASE:							\$28.51
TOTAL DUE THIS INVOICE							\$57,013.51

Very truly yours,

Kylie Bright-Schuler

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

Project	0002024.01793.0004	Grand Park Phase 1 Infrastructure	Invoice	205037
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Billing Backup

American Structurepoint, Inc.

Invoice 205037 Dated 5/16/2026

Saturday, May 16, 2026

9:19:10 AM

Project	0002024.01793.0004	Grand Park Phase 1 Infrastructure	
Phase	99999	Reinsurable Expenses	

Reimbursable Expenses

Licenses and Fees				
000000094400	4/28/2026	Sylvia, Tyler / Adjoiner List Fee / Adjoiner List Fee - Hamilton County	28.51	
		Reimbursables Total	28.51	28.51
		TOTAL THIS PHASE:		\$28.51
		TOTAL THIS SUB-PROJECT:		\$28.51
		Total this Report		\$28.51

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



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

DATE:
Invoice #

May 31, 2026
20260531 GMP #2

Inv. Description:

Grand Park BOT - GMP #2

Billed To:

City of Westfield Redevelopment Commission

Cost Entry Description	Description	Amount
Professional Service Direct Costs	N8 - Utilities	11,924.10
Developer Overhead & Fee	N8 - Utilities	2,757.50
Professional Service Direct Costs	Parking Garage	11,450.95
Developer Overhead & Fee	Parking Garage	1,228.53

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

TOTAL DUE
Due Date

\$ 27,361.08
May 31, 2026



INVOICE

Invoice: 870-01
Invoice Date: 05/20/26
Due Date: 07/19/26

Contract : 870- WESTFIELD RDC

From: Anova, LLC 1060 N Capital Ave Suite 4-201 Indianapolis IN 46204 317-692-0000	To: WESTFIELD REDEVELOPMENT COMMISSION 2728 EAST 171ST STREET WESTFIELD IN 46074
--	---

Item 1 - OTR PROJECT MANAGER-SHAUN BARCELOW

LABOR			1,225.00
OTR PROJECT MANAGER-SHAUN BARCELOW	7.00 HRS @	175.00	1,225.00
OTR PROJECT MANAGER-SHAUN BARCEL Sub-Total:			1,225.00

Summary

1 - OTR PROJECT MANAGER-SHAUN BARCELOW	1,225.00
CURRENT DUE :	1,225.00

Invoice Disbursement Schedule

Contract: 870- WESTFIELD RDC



Invoice: 870-01 5/20/26

Item: 1 - OTR PROJECT MANAGER-SHAUN BARCELOW

LABOR

OTR PROJECT MANAGER-SHAUN BARCELOW 4/29/26-5/4/26 7.00 Hrs @ \$175.00 1,225.00
Total Hours 7.00

TOTAL LABOR 1,225.00

Item: 1 - OTR PROJECT MANAGER-SHAUN BARCELOW 1,225.00

Invoice: 870-01 1,225.00

Summary

1 - OTR PROJECT MANAGER-SHAUN BARCELOW	1,225.00
Subtotal before fee	1,225.00
CURRENT DUE :	1,225.00

**WESTFIELD REDEVELOPMENT COMMISSION
RESOLUTION NO. 17-2026**

**RESOLUTION OF THE WESTFIELD REDEVELOPMENT COMMISSION
AMENDING THE DECLARATORY RESOLUTION AND THE ECONOMIC
DEVELOPMENT PLAN FOR THE EAST SIDE
ECONOMIC DEVELOPMENT AREA**

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

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

WHEREAS, the Commission now desires to simultaneously (i) designate the parcels described on Exhibit A hereto (the “2026 Area”) as an economic development area under the Act, (ii) adopt an economic development plan for the 2026 Area, and (iii) consolidate the 2026 Area and the existing Area into a single economic development area (the “Consolidation”), at which time the 2026 Area will thereafter constitute a portion of the Area; and

WHEREAS, the Commission now desires to amend the Declaratory Resolution and Plan in order to (i) incorporate and effectuate the Consolidation, (ii) remove the parcels identified on Exhibit B hereto from the Existing Allocation Area, (iii) designate the parcels identified on Exhibit C hereto (which includes the parcels removed from the Existing Allocation Area identified in Exhibit B hereto, together with all of the parcels in the 2026 Area), as a separate allocation area within the Area, pursuant to Section 39 of the Act, to be known as the “Trace Commons Allocation Area” (the “Trace Commons Allocation Area”), and (iv) adopt a supplement to the Plan attached hereto as Exhibit D (the “2026 Plan Supplement”) (collectively, the “2026 Amendments”); and

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

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

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

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

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

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

1. The Commission hereby finds that the 2026 Amendments promote significant opportunities for the gainful employment of the citizens of the City of Westfield, Indiana (the "City"), the attraction of major new business enterprises to the City, the retention and expansion of significant business enterprises existing in the boundaries of the City, and meet other purposes of Sections 2.5, 41 and 43 of the Act, including without limitation benefiting public health, safety and welfare, increasing the economic well-being of the City and the State of Indiana (the "State"), and serving to protect and increase property values in the City and the State.

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

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

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

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

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

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

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

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

10. The 2026 Area is hereby designated as an “economic development area” under Section 41 of the Act, and consolidated with the Area into a single economic development area, and thereby constitutes a portion of the Area.

11. The Plan, as amended by the 2026 Plan Supplement, is hereby designated as the economic development plan for the Area, including the 2026 Area.

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

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

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

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

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

16. The foregoing allocation provision shall apply to the Trace Commons Allocation Area. The Commission hereby finds that this allocation provision allows for the capture of additional tax increment revenues that will be available to the Commission to finance infrastructure and other improvements located in or serving or benefitting the Area (including the Trace

Commons Allocation Area) as contemplated by the Plan, as supplemented by the 2026 Amendments, thereby facilitating additional investment in the Area. The Commission hereby further finds that the adoption of this allocation provision will result in new property taxes in of the Trace Commons Allocation Area that would not have been generated but for the adoption of the allocation provisions, as specifically evidenced by the findings set forth in Exhibit B. The base assessment date for the Trace Commons Allocation Area is January 1, 2026.

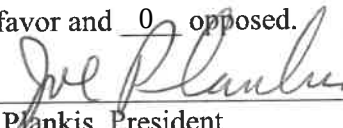
17. The provisions of this Resolution shall be subject in all respects to the Act and any amendments thereto, and the allocation provision herein relating to the Trace Commons Allocation Area shall expire on the date that is twenty-five (25) years after the date on which the first obligation is incurred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

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

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

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

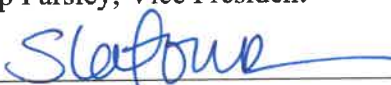
DULY ADOPTED AND PASSED by the WESTFIELD REDEVELOPMENT COMMISSION this 15th day of June, 2026, by a vote of 4 in favor and 0 opposed.



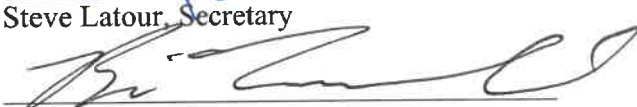
Joe Plankis, President

Absent

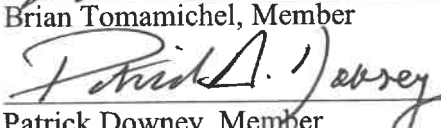
Chip Parsley, Vice President



Steve Latour, Secretary



Brian Tomamichel, Member



Patrick Downey, Member

EXHIBIT A

Map and Description of Parcels in the 2026 Area

The 2026 Area consists of the yellow-shaded parcels depicted in the maps on the following pages, together with any and all public ways, streams or rights-of-way that physically connect any of the described areas to each other and to the existing East Side Economic Development Area. The 2026 Area shall be consolidated with, and form a part of, the East Side Economic Development Area.

PARCEL ID NUMBERS:

08-10-05-00-00-006.000

East Side - EDA

 = Adding to East Side EDA



EXHIBIT B

Description of Parcels Removed from the Existing Allocation Area

The following parcels will remain in the existing East Side Economic Development Area, but are hereby removed from the existing East Side Economic Development Allocation Area.

PARCEL ID NUMBERS:

08-10-05-00-00-008.005*

08-10-05-00-00-008.205

* Preliminary, subject to change. It is anticipated that this parcel will be subdivided to include a portion of the Trace Commons Development. The parcel split that does not include a portion of the Trace Commons Development will remain in the East Side Economic Development Allocation Area.

EXHIBIT C

Map and Description of Parcels in the Trace Commons Allocation Area

The following area bounded by the orange border of the map attached on the following page comprises the Trace Commons Allocation Area. Such area is currently comprised of all or a portion of the following parcels; provided, however, this list is preliminary and subject to change based upon the final plat for the Trace Commons Development, as described in Exhibit D.

PARCEL ID NUMBERS:

08-10-05-00-00-006.000

08-10-05-00-00-008.005*

08-10-05-00-00-008.205

* Preliminary, subject to change. It is anticipated that this parcel will be subdivided to include a portion of the Trace Commons Development. The parcel split that includes a portion of the Trace Commons Development will be included in the Trace Commons Allocation Area, along with the other parcels listed above.

East Side - EDA
Trace Commons Allocation Area (New)



EXHIBIT D

2026 Plan Supplement

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

Trace Commons Project

Level 2 Development, LLC or an affiliate thereof (the “Trace Commons Developer”) is developing an area within the east side area of the City of Westfield generally described as being located directly south of Indiana State Road 32 (Westfield Road) on the west side of the intersection thereof with Shady Nook Road and north of the Midland Trace Trail. The mixed-use development is expected to include three commercial and retail buildings including an aggregate of approximately 19,700 square feet, two multi-family housing buildings including an aggregate of approximately 308 apartment units and approximately 8,150 square feet of commercial and retail space, and approximately 25 townhomes as well as approximately 519 surface parking lot spaces, multi-use paths, trail amenities, and a detention pond (collectively, the “Trace Commons Development”). The Trace Commons Development has a current estimated total development cost of \$68 million.

However, due to the lack of adequate local public improvements serving or benefitting the development site, the Commission will undertake all or any portion of the engineering, design, acquisition and/or construction of infrastructure improvements located in or directly benefiting or serving the Trace Commons Allocation Area, including, but not limited to, land acquisition, storm water improvements, utilities relocation, streetscape and plaza improvements, general site improvements, parking and/or road, trail and sidewalk or other local public improvements (collectively the “Trace Commons Projects”). The Trace Commons Projects are estimated to cost the Commission approximately \$8,500,000; however, such estimated costs will be refined as specific details and timing of the Trace Commons Projects are determined. The Trace Commons Projects will support the Trace Commons Development. The Commission anticipates capturing tax increment revenues from the Trace Commons Allocation Area, and applying such tax increment revenues, either directly or through bonding, to pay or reimburse all or a portion of the costs of the Trace Commons Projects. The Commission envisions the possibility of assisting the City in issuing one or more series of bonds payable from tax increment revenues derived from the Trace Commons Allocation Area and purchased by the Trace Commons Developer (or an affiliate thereof) or a third-party purchaser, including bonds issued by the City upon recommendation by the Westfield Economic Development Commission (pursuant to Indiana Code 36-7-11.9 and Indiana Code 36-7-12) to assist in financing the Trace Commons Projects.

Findings of Fact

Based on representations of the Trace Commons Developer, the Commission has determined that the full development of the Trace Commons Allocation Area will not proceed along the timeframe or scope as planned without the contribution of tax increment revenues to be

derived from the Trace Commons Allocation Area to the Trace Commons Projects due to the lack of adequate infrastructure and other local public improvements in or serving the Trace Commons Allocation Area. The establishment of the Trace Commons Allocation Area is planned as part of the Commission's strategy to contribute tax increment revenues derived from Trace Commons Allocation Area to the proposed Trace Commons Projects, and is a necessary component to allow the Commission to be reimbursed for a portion of the costs of the Trace Commons Projects, respectively. The private development projects will not proceed without this mechanism in place. The Commission does not have any other method of financing the costs of the Trace Commons Projects, absent issuing bonds payable from a special benefits tax upon all taxable property within the District, without the prospect of replacing the source with tax increment revenues from developments within the Trace Commons Allocation Area. The Commission hereby finds that designating the Trace Commons Allocation Area as an allocation area will allow for the capture of additional tax increment revenues that will be available to the Commission to finance infrastructure and other improvements (including the Trace Commons Projects) located in or serving or benefitting the Trace Commons Allocation Area, thereby facilitating new investment in the Area that would otherwise not occur.



One American Square | Suite 2900 | Indianapolis, IN 46282-0200

May 28, 2026

WRITER'S DIRECT NUMBER: 317-236-2190
EMAIL: Lawren.Mills@icemiller.com

ENGAGEMENT OF ICE MILLER LLP FOR GOVERNMENT AFFAIRS SERVICES

City of Westfield Redevelopment Commission
2728 East 171st Street
Westfield, IN 46074
ATTN: Jenell Fairman
jfairman@westfield.in.gov

RE: Letter of Engagement of Ice Miller LLP

Dear Ms. Fairman:

Ice Miller is grateful for the opportunity to represent the City of Westfield Redevelopment Commission ("RDC"). This engagement letter ("Engagement Letter") confirms our agreement with you regarding the engagement of Ice Miller LLP ("Ice Miller") and describes the basis on which Ice Miller will provide Government Affairs services to the City of Westfield Redevelopment Commission. The following outlines our objectives and the scope of the engagement, as well as the proposed fee arrangement and other related matters.

Background

Ice Miller has a depth of experience in representing the interests of our clients across federal, state, and local governments and regulatory agencies. I will be your primary contact as to the relationship with Ice Miller. My bio is available here: [Lawren K. Mills – Partner & Practice Group Chair](#). Other members of your Ice Miller team will include [Patrick T. Tamm – Principal](#), [Abbi Raben – Director of Government Affairs](#), and [Hamilton Smith – Associate](#). Together, we bring a dynamic approach of Government Affairs expertise at every level of government.

Client and Nature and Scope of the Relationship

We understand that we will be providing Government Affairs services to the City of Westfield Redevelopment Commission ("RDC") with respect to:

1. Working with the RDC to establish a Professional Sports Development Area (PSDA) under the framework laid out in [IC 36-7-31.3](#).
2. Ice Miller shall develop and execute a strategy to help credential and promote the RDC and safeguard its interests as threats and issues emerge.
3. Ice Miller agrees to provide strategic government relations support to the RDC. This support includes facilitating introductions and fostering relationships with key

Ms. Jenell Fairman

May 28, 2026

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stakeholders, legislative leadership, and committee members. Ice Miller will leverage its expertise and network to help the RDC identify opportunities, address challenges, and advance its goal of establishing a PSDA.

4. Ice Miller will advise the RDC on general political engagement matters.
5. Ice Miller will provide the RDC with legislative monitoring and lobbying, as necessary, such as representing the RDC at government meetings and hearings, coordinating with other organizations and groups whose interests are aligned with the RDC, meeting with key government officials, and keeping the RDC apprised of significant updates.
6. Under Indiana law, Ice Miller personnel may be required to register as Legislative Branch and/or Executive Branch lobbyists for the RDC, and certain individuals employed by the RDC who will have contact with Legislative and Executive Branch personnel on the above may also be required to register.
7. Ice Miller shall prepare and electronically file the RDC's Executive Branch and Legislative Branch lobby registration reports, semi-annual and/or annual expenditure reports, and any gift reports as required by Indiana law.
8. Ice Miller shall represent the RDC in Indiana audit proceedings, enforcement actions, and during other Indiana lobbying regulatory proceedings.
9. Ice Miller shall provide all other services mutually agreed upon by the RDC and Ice Miller.

This engagement is for Government Affairs services only and is not an agreement to provide legal services. The protections of the client-lawyer relationship do not apply to this engagement.

Payment Terms

Ice Miller will bill the RDC Seven Thousand Dollars (\$7,000) each month for Government Affairs representation. Additional payment terms are included in the terms and conditions of service attached to this letter.

Termination

Both the RDC and Ice Miller have the right to terminate the engagement at any time after thirty (30) days' written notice. On termination, all fees and charges incurred prior to termination shall be paid promptly.

Engagement Terms

This engagement shall begin upon execution and run for a term of twelve (12) months. Thereafter, this engagement will renew annually until terminated by the RDC or Ice Miller with a 4% increase each year.

The Terms and Conditions of Service attached are incorporated herein and made a part of this letter of engagement.

Ms. Jenell Fairman
May 28, 2026
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If you have any questions regarding this engagement, do not hesitate to call. Otherwise, please have the appropriate signatories acknowledge the receipt and acceptance of this engagement letter by signing and dating the attached letter on the spaces provided below and return via email to me. We look forward to working with you and assisting you in developing your strategic plans.

Sincerely yours,

ICE MILLER LLP



Lawren K. Mills

Acknowledged and Agreed:

**CITY OF WESTFIELD REDEVELOPMENT
COMMISSION**

Date: 06/16/2026



Ms. Jenell Fairman
Executive Chief of Economic and Community Development

Enclosures: Terms and Conditions of Engagements for Legal Services

ICE MILLER LLP

Terms and Conditions of Engagements for Legal Services

Ice Miller LLP has prepared this statement of the terms and conditions that are generally applicable to its legal services representations of its clients, in the absence of an express agreement specifically to the contrary. These terms and conditions, together with the letter or other document that references them, are the Terms and Conditions applicable to our engagement by you. When used in this document, "we" or "us" or "our" and similar terms refer to Ice Miller LLP, a limited liability partnership, and "you" or "your" and similar terms refer to the person or persons specifically identified in this statement as the client or clients of Ice Miller LLP.

Our Responsibilities

We are responsible to provide legal services to you in accordance with these Terms and Conditions and with our express understandings with you concerning the nature and scope of our representation.

Your Responsibilities

You are responsible for paying our statements for services and expenses. You also are responsible for being candid and cooperative with us and for keeping us informed with complete and accurate information, documents and other communications relevant to the subject matter of our representation or otherwise requested by us. Because it is important that we be able to contact our clients at all times in order to consult with them regarding our representation, we expect that you will inform us, in writing, of any changes in the name, address, telephone number, contact person, e-mail address, state of incorporation or other relevant changes regarding you and your business or affairs. If you affiliate with, acquire or your company is acquired by or merged with another company, you will provide us with sufficient notice to permit us to withdraw as your attorneys if we determine that such an affiliation, acquisition or merger creates a conflict of interest between any of our clients and the other party to such affiliation, acquisition or merger, or if we determine that it is not in the best interests of the Firm with respect to the resulting association with the new entity. Your failure to communicate and cooperate with us in these respects could have an adverse effect on our ability to effectively and efficiently represent your interests in this matter and may require that we suspend the rendition of further services in respect of or entirely withdraw from this engagement.

Client(s) Represented

The client or clients for this engagement are as specifically identified in the engagement letter. Our client(s) do not include natural persons or entities that are not identified as a client in the engagement letter. For clients that are companies, unless otherwise specified or agreed, this does not include individuals or persons who are shareholders, partners, members or owners of the company, or its officers, directors, managers or other representatives, or family members, nor does it include affiliates of the company. Our representation of you for the matter described in the engagement letter does not give rise to a lawyer-client

relationship with any such other individual, person or affiliate. Accordingly our representation of you will not give rise to a conflict of interest in the event other clients of ours are or become adverse to any such other individual, person or affiliate. For clients that are trade associations or other group-type organizations, our clients would not include their members or other constituents.

How We Will Work For You

We provide services to you through our attorneys and other professionals. We will designate a mutually agreeable partner whom you may contact should you have any questions or concerns at any time about our representation of you or your interests. You will keep us advised of the name(s) and contact information of the person(s) who are authorized to instruct us as to the performance of our legal services for you.

Our engagement is for legal services. While from time to time we may share with you as part of our legal advice information and insights based on our experience with respect to certain market, industry or business practices, structures, or the like, it is understood that you will be solely responsible for determining the extent to which other professional services and advice are obtained and for making all decisions concerning business, investment and accounting matters. In addition, it is understood that we will not have any responsibility to investigate the character or credit of any person with whom you may be dealing in connection with any matter directly or indirectly related to our engagement.

How We May Communicate With You

Unless you instruct otherwise in writing, we may communicate with you using unencrypted e-mail, facsimile transmission and cellular telephone with the understanding that these methods carry an inherent risk of interception.

About Our Fees

We will charge you fees based upon the time expended and other factors applicable to legal fees that are specified by applicable professional rules and standards. Unless otherwise specifically agreed, our fees are based on our hourly rates as applied to the amount of time that we expend in providing services. Our base hourly rates for work

performed by our attorneys, absent special engagements or circumstances, are established effective January 1 of each calendar year. Hourly rates may change periodically without prior notice to clients, typically after the end of each calendar year, but a current schedule for anyone working on your engagement is available at any time upon request.

Payment of our fees and other charges is in no way contingent on the outcome of any matter, unless and to the extent that there is a mutual written agreement to the contrary.

Other Charges and Expenses

Our charges for ancillary services and expenses, such as photocopying, computer research, electronic data discovery services, mileage, travel expenses and other similar charges are pursuant to a schedule of charges and expenses, as the same is revised from time to time, a copy of which is available to you upon request.

Estimates

The total amount of fees and costs relating to this matter are difficult to predict. Accordingly, we have made no commitment to you concerning the maximum fees and costs that will be necessary to resolve or complete this matter. If requested to provide an estimate of our fees for a given matter, we will endeavor in good faith to provide our best estimate, but unless there is a mutual written agreement to a fixed fee, the actual fees incurred on any project will likely differ from the estimate.

Billing Procedures

Unless we agree to an alternative billing arrangement, you will receive a statement on a monthly basis for services rendered, and for costs and other charges posted to your account, in the prior month. Payment is due upon receipt of our billing statement or within 30 days thereafter. If your account becomes more than 30 days past due, our Billing and Collection Committee will decide whether additional legal work will be performed while the account remains past due, taking into account obligations we owe to you under applicable professional conduct rules. While we typically do not charge interest on past due amounts, we reserve the right to charge interest on any amount invoiced that remains unpaid after 30 days at the rate of 1% per month until paid in full, plus all costs of collection (including reasonable attorneys' fees). Any questions or disagreements should be brought to our attention in writing within 60 days of the billing date.

Retainers

As a matter of standard practice for new clients and/or new matters, we typically request a retainer deposit before we begin work, and we may request retainers or additional retainers from time to time with respect to existing clients and existing matters. Unless there is a mutual written agreement to the contrary, we will hold any such retainers in

our firm's agency account until disbursed in accordance with these terms and conditions or other mutual written agreement. We may apply funds held as retainers to any past due account balance of your account. We will return any unapplied excess of your retainers to you within a reasonable period of time following the conclusion of the related engagement. Unless we determine in our discretion to apply all or a portion of the retainers sooner, we will apply the retainers to the final invoice for the related engagement. If we determine for any client or matter to initially waive the required retainer deposit, we nonetheless reserve the right at a later date to require a retainer deposit if conditions concerning either the extent or nature of the matter in our discretion so warrant, or should our statements not be timely paid as expected.

Your Consent to Future Conflicts of Interest

You are aware that the Firm has grown geographically and represents many other entities and individuals. Thus, during the time that we are representing you, some of our present or future clients may have disputes or transactions with you or other interests that may be adverse to yours. As part of this engagement, you agree that we may undertake in the future to represent existing or new clients in any matter that is not substantially related to any matter as to which we have represented or advised you, even if the interests of such clients in those other matters are directly or indirectly adverse to yours, and you agree not to disqualify our Firm for those conflicting representations. Of course, we agree that we will keep confidential any information of a nonpublic nature provided to us as a result of our representation of you. You acknowledge that we may obtain confidential information as a result of our representation of other clients that might be of interest to you but for the same reasons cannot be shared with you.

Document Retention

Unless you indicate otherwise to us in writing, we will assume that all papers and property that you provide to us are duplicates and that you retain all originals, so that we do not need to return them to you. When the representation concludes, we will (if you request) return any papers and property that you have provided to us (or that we have obtained for you and that belong to you) if we have them in our possession. Our drafts and work product that we create in relation to our work for you, however, belong to us. We reserve the right, subject to any applicable laws or rules of professional responsibility to the contrary, to apply records retention policies and procedures to these items and also to destroy within a reasonable time any items described in this paragraph that are retained by us.

Personal Data from the European Economic Area

If you will be providing the Firm with the personal data of individuals in the European Economic Area during the course of the engagement, then it is your responsibility to obtain all appropriate consents, make any necessary disclosures, and take all other required steps to comply with

any applicable data privacy and protection laws and regulations in connection with your use of the Firm's services. As used herein, "personal data" means any information relating to an identified or identifiable natural person, to the extent that such personal data is associated with individuals in the European Economic Area or is otherwise within the scope of the General Data Protection Regulation (EU) 2016/679.

Response to Audit Inquiries

If you ask that we do so, we will respond to your auditors concerning certain "loss contingencies" as defined by accounting standards by preparing a letter to your auditors. To assist us in responding timely to your auditors, please direct all audit inquiries to:

Audit Letter Coordinator
Ice Miller LLP
One American Square, Suite 2900
Indianapolis, Indiana 46282-0200.

If there are any questions presented by your audit inquiry letter, our Audit Letter Coordinator will contact you. Absent special circumstances, our current fee structure for the preparation of these letters is a minimum of \$300 and a maximum of \$700, depending on the extent and number of any matters reported. However, the fee may exceed \$700 if there are many matters to be reported upon, or if the letter requires extensive substantive attention to disclosure or other related issues. This charge will appear on your statement as a line item for "Services rendered in connection with preparation of response to audit inquiry."

Termination or Withdrawal

Both you and we have the right to terminate any engagement at any time after providing reasonable advance written notice, and our withdrawal or termination is further subject to applicable rules of professional responsibility. In the event that we terminate the engagement, we will, subject to the terms hereof, take such steps as are reasonably practicable to protect your interests in the above matter and, if you so request, we will suggest to you possible successor counsel and provide that counsel with whatever papers you have provided to us. If permission for withdrawal is required by a court, we will promptly apply for such permission, and you agree to engage successor counsel to represent you.

Otherwise, this representation will terminate (a) once the specific services covered within the scope of the representation have been completed and we have sent you our final statement for services rendered in this matter, or (b) if the engagement is open-ended without any specific services being described, when more than six months have elapsed from the last time you requested and we furnished legal services to you. We are not obligated to provide advice or other legal services concerning this representation to you after our representation of you is completed, or has terminated. After completion of a matter in which we have represented you, changes may occur in the applicable laws

or regulations that could have an impact upon your future rights and liabilities. Even though we may send you newsletters or the like after the date of termination of our engagement, we will have no responsibility to provide you with updates or advice concerning any changes in the law or regulations or future legal developments on any matter, including those matters that may have been the subject of a prior representation, unless you and we have expressly agreed that we will provide this service.

Certain Limitations

Any opinions or views, formal or informal, that we may express to you or to third parties about the outcome of a legal matter are only our best professional estimates. Those opinions or views are necessarily limited by our knowledge of facts at the time that we express them and the law and regulations that are then in effect. You understand and agree that we cannot – and will not – promise to you, or guarantee to you, that any particular outcome will result from your legal matters.

Identification of Relationship

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