

**WESTFIELD WASHINGTON PUBLIC LIBRARY BOARD OF TRUSTEES
REGULAR MEETING MINUTES
MEETING ROOM A OR VIA ZOOM
FEBRUARY 12, 2025**

1. CALL TO ORDER.

The meeting was called to order at 7:00 PM by President Jill Doyle. Those in attendance were: Lee Ann Roeder, Justin Wiley, Amber Van Den Berg, Jodi Dubovich and Lori Tebbe. Patrick Downey came in after the motion to pay bills was passed. Also present were: WWPL Director Sheryl Sollars, WWPL Assistant Director Sara Perry, and Erin Downey WPL Foundation Director.

2. MOTION FOR APPROVAL OF THE JANUARY 15, 2025 REGULAR BOARD MEETING AND BOARD OF FINANCE MINUTES.

Amber made a motion to approved the January 15, 2025 regular board meeting and Board of Finance meeting minutes. Jodi seconded the motion. The motion was approved unanimously.

5. TREASURER'S REPORT.

a. Justin read the treasurer's report. The total of all banks was \$4,138,578.54.

b. Receipts:

Receipt #2 for \$1,000.00 is the Rivet monthly payment.

Receipt #3 for \$500.00 is a memorial donation for Rex Jones.

Receipt #6 for \$81,194.17 is the January LIT. An increase over last year when the monthly LIT was 68,203.13.

Receipt #13 for \$23,284.18 is a ISBC grant which pays for a portion of the internet line.

Receipt #36 for \$7,578.27 is the interest from the Money Market account.

Receipt #38 for \$1,000.00 is a reimbursement from the City of Westfield for the Candid software.

c. Vouchers.

Claim #88 for \$2,490.72 to krM Architecture for design work for the extra projects. This was encumbered from the 2024 budget.

d. Motion to pay bills.

Jodi made a motion to pay the bills in the amount of \$155,954.04. Lee Ann seconded the motion. The motion was approved unanimously.

6. UNFINISHED BUSINESS.

a. Library Board President's Report – no report other than she attended the Foundation Board meeting.

b. Westfield Library Foundation Report.

1) \$24,810 was raised since January 1, 2025. The total amount raised in 2024 was \$162,330. And the total since August 12, 2019 is \$574,592. The bank accounts have been streamlined.

2) Katie Ellis, Foundation board member, completed a brand/marketing study and identified 4 areas: Expand the donor base from just in Westfield, storytelling, committees and more targeted interns.

3) Erin met with a reporter who is doing an article in a local magazine in March.

4) Erin listed the numerous things the Foundation has done for the library and indicated that the Adult Library of Things will be rolled out in the spring.

5) The Library's birthday is in April so she is making a list for patrons to buy the library birthday gifts.

6) She will do a Valentine's Day email blast hoping to get more 1902 society members.

c. Director's Report.

i) Manager's Reports – changes made to service statistics were reviewed.

It was stated that alcohol was allowed in the building under our insurance.

It was suggested that there be weekend storytimes.

ii) Building Report.

1) Additional Projects Update.

i. The acoustical tiles will be shipped late February and the cushions for the stairs are in fabrication and will be set out in the next few weeks.

ii. The magazine wall was installed Monday but some cases were damaged in shipping.

iii. The furniture is coming April 7th and April 14th.

iv. Blinds in the café were requested. The quote for the manual blinds is \$2,900.00.

2) HVAC – Update.

The problem is being solved without the bypass loop. The problem was created by all the boilers coming on at once when the library opened. They will be staggering the boilers at different times. In the process they determined that some heaters were not firing.

iii) Personnel – no changes.

d. **Hamilton County Dolly Parton Imagination Library Update.**

Sheryl and Bob Swanay, Director of the Carmel Library, will present to the Hamilton County Council asking them to fund the other half of the project for Hamilton County.

e. **First Amendment to Reciprocal Easement and Operating Agreement Resolution (Grand Millennium Common Areas).**

The easement doesn't affect our parking. Jill made a motion to allow Sheryl to sign the First Amendment to Reciprocal Easement and Operating Agreement Resolution. Patrick seconded the motion. The motion was approved unanimously.

f. **Approval of Interlocal Cooperation Agreement between the City of Westfield, Indiana and the WWT Library & Trustee Owners Association related to Lawn Maintenance.**

Amber made a motion to approve the Resolution Approval of Interlocal Cooperation Agreement between the City of Westfield, Indiana and the WWT Library & Trustee Owners Association related to Lawn Maintenance. Justin seconded the motion. The motion was approved unanimously.

g. **Policies and Procedures Update – none**

h. **Other - none**

7. **NEW BUSINESS.**

a. **Communication Plan -- Butler Strategic Communications Class Project.**

Sheryl and Sara went to Butler and spoke with the class. They are considering a Content Plan for Social Media, as well as looking at our Disaster Plan and perhaps helping to get our Library Podcast going.

b. **Review of Indiana State Library Annual Report.**

Sheryl went through some of the statistics. Even though we were closed for a few weeks all the statistics were higher than the previous year.

c. **Review of Westfield Washington Public Library 2024 Annual Financial Report.**

Amber made motion that the Board has reviewed the Westfield Washington Public Library Annual Financial Report on pages 153-171. Jodi seconded the motion. The motion was approved unanimously.

h. **Other.**

Patrick reported that the bill to eliminate townships was not happening. He as indicated that the state may be taking surplus money from the townships


8. **AUDIENCE TO THE PUBLIC – none.**

9. **ADJOURNMENT.**

The meeting was adjourned 7:42 PM.

Respectfully submitted,


Jill Doyle, President


Jodi Dubovich, Secretary smr
LEE ANN ROEDER



**RESOLUTION NO. 2025-2-1
BOARD OF TRUSTEES OF WESTFIELD WASHINGTON PUBLIC LIBRARY
APPROVAL OF INTERLOCAL AGREEMENT BETWEEN THE CITY OF WESTFIELD
INDIANA AND THE WWT LIBRARY & TRUSTEE OWNERS ASSOCIATION**

WHEREAS, Westfield Washington Public Library (“Library”) is one of the owners of the WWT Library & Trustee Owners Association, which owns the property at 17400 Westfield Boulevard, Westfield, Indiana;

WHEREAS, the City of Westfield’s Parks Department manages lawn maintenance for all City facilities and outdoor areas;

WHEREAS, pursuant to Ind. Code §36-1-7 *et seq.*, the Library may enter into a written Interlocal Cooperation Agreement with other governmental entities by resolution; and

WHEREAS, it is in the interest of the WWT Library & Trustee Owners Association to enter into an interlocal agreement with the City of Westfield to provide lawn maintenance services on Association Property as a means of reducing foreseeable expenses;

NOW THEREFORE be it resolved by the Board of Trustees of Westfield Washington Public Library as follows:

1. The Interlocal Agreement with the City of Westfield, attached as Exhibit A, is hereby approved.

2. The board authorizes Sheryl Sollars, executive director, to have signing authority on behalf of the library.

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

[signatures on following page]

CONTACT US

Phone: 317-896-9391

Website: wwpl.lib.in.us



VISIT US

17400 Westfield Blvd

Westfield, IN 46074



Westfield Washington

PUBLIC LIBRARY

PASSED AND ADOPTED by the Board of Trustees of the Westfield Washington Public Library at a public meeting held this 12th day of February, 2025.

WESTFIELD WASHINGTON PUBLIC LIBRARY
BOARD OF TRUSTEES

W Van Den Berg
Tom Anglin
Lee Ann Reeder
Jodi Dukavich
Lori A. Sebbe
Frank A. Jarvey
Just Sch

ATTEST:

Jodi Dukavich
Board Secretary

CONTACT US

Phone: 317-896-9391

Website: wwpl.lib.in.us



VISIT US

17400 Westfield Blvd

Westfield, IN 46074

Cross Reference: Instrument No. 2023019231

FIRST AMENDMENT TO
RECIPROCAL EASEMENT AND OPERATING AGREEMENT
(Grand Millennium Common Areas)

THIS FIRST AMENDMENT TO RECIPROCAL EASEMENT AND OPERATING AGREEMENT (this "**Amendment**") is made as of this ____ day of _____, 2025 ("**Effective Date**"), by and among (i) Westfield Washington Public Library, an Indiana public library district ("**Library**"), (ii) Westfield Washington Township, Hamilton County ("**Township**"), (iii) WWT Library and Trustee Owners Association ("**WWTLTOA**" and together with Library and Township, "**Library/Township**"); (iii) 31/32 Investors, LLC, an Indiana limited liability company ("**31/32**"); and (iv) NX Westfield MOB LLC, a Delaware limited liability company ("**NX**" and together with Library/Township and 31/32 collectively referred to herein as the "**Owners**" and each individually an "**Owner**"). Capitalized terms used but not defined herein shall have the meaning ascribed to them in the REOA (as defined below).

RECITALS:

A. The Owners entered into that certain Reciprocal Easement and Operating Agreement (Grand Millennium Common Areas) dated May 12, 2023 (the "**REOA**"), which provides for certain rights and obligations of the Owners with respect to their respective real property located within the Grand Millennium mixed-use development in Westfield, Indiana;

B. Lot 1, Lot 3, Block A were created by that certain Secondary Plat Map recorded as Plat No. 2022057711 in the Office of the Recorder of Hamilton County, Indiana (each such lot and any future lot resulting from any subdivision of the foregoing are collectively referred to herein as "**Lots**");

C. Lot 1 is owned by the Library, Lot 3 is owned by NX, and Block A, Common Area A, and Common Area B are owned by 31/32;

D. Common Area B includes certain Common Drainage Facilities located within Drainage Easements for the benefit of the Library and NX as the owners of Lot 1 and Lot 3, respectively;

E. 31/32 desires to sell Block A and Common Area B to Grand Millennium Development, LLC, an Indiana limited liability company ("**Block A Developer**") for the development and construction of a mixed-use development thereon (the "**Block A Development**") as approximately depicted in the conceptual site plan attached hereto as Exhibit A (the "**Block A Site Plan**");

F. The REOA sets forth certain rights of the Owners in connection with Common Area B and the potential development of Block A, and the Owners desire to provide to Block A Developer, subject to the terms and conditions expressly set forth herein, waivers, consents, and other assurances that the respective rights of the Owners under the REOA shall not prevent the development and construction of the Block A Development.

NOW, THEREFORE, for and in consideration of the mutual promises and covenants of the Owners set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Owners do hereby agree, as of the Effective Date, as follows:

1. **Incorporation of Recitals.** The recitals set forth above are hereby incorporated into this Amendment as if fully set forth herein and are made a part of this Agreement for all purposes.

2. **Conveyance of Common Area B.** As required under Section 6.1(i) of the REOA, the Owners hereby provide their unanimous consent to the transfer of Common Area B to Block A Developer, subject to Block A Developer's commitment to the obligations of Block A Developer set forth in Section 2 hereof.

3. **Modification of Common Area B and Common Drainage Facilities.** The Owners acknowledge and agree that the development and construction of the Block A Development will mean that Common Area B will become part of the Block A Development and the Common Drainage Facilities located on Common Area B will need to be relocated to new Common Drainage Facilities to be constructed by Block A Developer at its sole cost and expense. As required under Section 6.1(b) of the REOA, the Owners hereby provide their unanimous consent for the making of Alterations to the Common Drainage Facilities as set forth herein (such new Common Drainage Facilities referred to herein as the "**Altered Common Drainage Facilities**"). The Altered Common Drainage Facilities will be constructed in the locations approximately depicted in the Block A Site Plan, in capacities sufficient to serve the needs of both the Block A Development and the existing improvements located on Lot 1 and Lot 3, in a manner so as not to unreasonably disrupt any Owner's ability to properly drain stormwater from its Lot, and within the bounds of a new Drainage Easement to be granted by Block A Developer as provided for in Section 2.4 of the REOA that will appropriately connect each of Lot 1 and Lot 3 to the Altered Common Drainage Facilities and allow for the proper paths for stormwater drainage. Following construction of the Altered Common Drainage Facilities, the Block A Developer may plat such area as a new Common Area and thereafter may, but shall not be required to, convey the new Common Area and the Altered Common Drainage Facilities to the Association.

4. **Modification to Section 2.5.** With respect to the right of NX, as the Owner of Lot 3, to approve a site plan providing for Common Parking Spaces pursuant to Section 2.5 of the REOA, NX hereby agrees that the Block A Site Plan is acceptable, but reserves the right to work together with Block A Developer in good faith to ensure that the Block A Development provides for Common Parking Spaces in locations that provide reasonably convenient access to Lot 3, which Common Parking Spaces the parties anticipate will be constructed as on-street parking within the additional Common Roadways to be platted by Block A Developer as part of the final development approvals for the Block A Development and labeled as such on the Block A Site Plan. **Nothing in this Modification of Section 2.5 is intended to modify the rights or obligations of the Library/Township.**

5. **General.** Except as modified by this Amendment, the REOA remains in full force and effect, and the REOA, as modified by this Amendment, is hereby ratified and confirmed.

*[Remainder of page intentionally left blank;
signature pages follow.]*

IN WITNESS WHEREOF, the Owners have executed this First Amendment to Reciprocal Easement and Operating Agreement effective as of the Effective Date.

31/32 Investors, LLC,
an Indiana limited liability company

By: _____
R. Birch Dalton, Manager

STATE OF INDIANA)
)
COUNTY OF _____)

Before me, a Notary Public in and for said County and State, personally appeared R. Birch Dalton, the Manager of 31/32 Investors, LLC, an Indiana limited liability company, and acknowledged the execution of the foregoing First Amendment to Reciprocal Easement and Operating Agreement for and on behalf of said limited liability company.

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

Signature: _____

Printed: _____

My Commission Expires: _____

County of Residence: _____

Westfield Washington Public Library,
an Indiana public library district

By: Sheryl A Sollars
Printed: Sheryl A. Sollars
Title: Executive Director

STATE OF INDIANA)
)
COUNTY OF _____)

Before me, a Notary Public in and for said County and State, personally appeared _____, the _____ of Westfield Washington Public Library, an Indiana public library district, and acknowledged the execution of the foregoing First Amendment to Reciprocal Easement and Operating Agreement for and on behalf of said public library district.

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

Signature: _____

Printed: _____

My Commission Expires: _____

County of Residence: _____

NX Westfield MOB LLC,
an Indiana limited liability company

By: HSRE-Westfield XIX, LLC,
a Delaware limited liability company,
its Sole Member

By: NX Westfield MOB Holdco LLC,
a Delaware limited liability company,
its Member

By: NexCore GP Equity Manager LLC,
a Delaware limited liability company,
its Manager

By: NexCore Development LLC,
a Delaware limited liability company,
its Managing Member

By: NexCore Real Estate LLC,
a Delaware limited liability company,
its Managing Member

By: NexCore Companies LLC,
a Delaware limited liability company,
its Managing Member

By: _____

Printed: _____

Title: _____

STATE OF _____)

)

COUNTY OF _____)

Before me, a Notary Public in and for said County and State, personally appeared _____, the _____ of NexCore Companies LLC, a Delaware limited liability company, the Managing Member of NexCore Real Estate LLC, a Delaware limited liability company, the Managing Member of NexCore Development LLC, a Delaware limited liability company, the Managing Member of NexCore GP Equity Manager LLC, a Delaware limited liability company, the Manager of NX Westfield MOB Holdco LLC, a Delaware limited liability company, the Member of HSRE-Westfield XIX LLC, a Delaware limited liability company, the Sole Member of NX Westfield MOB LLC, a Delaware limited liability company, and acknowledged the execution of the foregoing First Amendment to Reciprocal Easement and Operating Agreement for and on behalf of said limited liability company.

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

Signature: _____

Printed: _____

My Commission Expires: _____

County of Residence: _____

This instrument prepared by Grant E. Chapman, Esq., CRG Residential, LLC, 805 City Center Drive, Suite 160, Carmel, Indiana 46032.

I affirm, under penalties of perjury, that I have taken reasonable care to redact each social security number in this document, unless required by law. /s/ Grant E. Chapman

Please return to: CRG Residential, LLC
 c/o Grant E. Chapman
 805 City Center Drive
 Suite 160
 Carmel, Indiana 46032

Exhibit A
Conceptual Site Plan for Block A Development

