



MEETING NOTICE AND AGENDA
ZIONSVILLE BOARD OF PARKS & RECREATION
1100 W Oak Street Zionsville, Indiana 46077
Wednesday, January 8, 2025
7:00 PM (Local Time)

Members of the public shall have the right to attend Zionsville Board of Park & Recreation Meetings via the following forms of electronic communication:

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Zionsville Board of Parks & Recreation
Regular Monthly Meeting Agenda
Wednesday, January 8, 2025

- I. Call To Order/Roll Call
- II. Approval Of The Minutes

A. 1-8-2025 Approval Of The December 11, 2024 Minutes

Documents:

[PARKS_MEETING 12-11-2024.PDF](#)

B. 1-8-2025 Approval Of December 11, 2024 Executive Session Minutes

Documents:

[PARK BOARD.EXECUTIVE SESSION MEMO 12.11.2024.PDF](#)

III. Public Presentations/Comments

IV. Staff Reports

V. Superintendent Of Parks And Recreation

A. 1-8-2025 Superintendent Report December

Documents:

[SUPERINTENDENT REPORT DECEMBER 2024.PDF](#)

VI. Director Of Recreation Services

A. 1-8-2025 Director Of Recreation Services Staff Report

Documents:

[DECEMBER 2024 RECREATION REPORT.PDF](#)

VII. Parks Attorney

VIII. New Business

A. 1-8-2025 2024 Year In Review

Documents:

[2024 YEAR IN REVIEW.PDF](#)

B. 1-8-2025 ZPRD 2024 Year In Review

Documents:

[2024 END OF YEAR REPORT RECREATION SERVICES.PDF](#)

C. 1-8-2025 Zionsville Rotary Club Special Use Permit Pickleball Tournament

Documents:

[COMPLETE_WITH_DOCUSIGN_SPECIAL_PERMIT_AGREEM.PDF](#)

D. 1-8-2025 Ecological Monitoring Starkey Park LARE Project Site D

Documents:

[STANTEC CHANGE ORDER- STARKEY MONITORING.PDF](#)

E. 1-8-2025 Resolution 2025-01 Impact Fee Utilization Plan 2025 Update

Documents:

[RESOLUTION 2025-01 PIF SPENDING PLAN.PDF](#)

F. 1-8-2025 Turkeyfoot Bridge Rehabilitation Construction Administration

Documents:

[TURKEY FOOT BRIDGE APPROACH_BFS SIGNED SUPPLEMENT.PDF](#)

IX. Old Business

A. 1-8-2025 Resolution 2024-07 PIF Credit For Wild Air Development Final Revised

Documents:

[RESOLUTION 2024-07 PIF CREDIT FOR WILD AIR DEVELOPMENT FINAL REVISED.PDF](#)

X. Other Board Related Items

XI. Claims

A. 1-8-2025 EOY Park Claims Register

Documents:

[EOY PARK CLAIMS REGISTER.PDF](#)

B. 1-8-2025 January Park Claims Register

Documents:

[01-08 PARK CLAIMS REGISTERB.PDF](#)

XII. Adjournment



**Zionsville Board of Parks & Recreation
Regular Monthly Meeting Agenda
Wednesday, December 11, 2024**

In Attendance: John Salewicz, Ryan Cambridge, Michael Kaufmann, Chad Dilley, Kris Barksdale, Kimberly Lane, Matt Milburn

Staff attending: Amy Nooning, Attorney

Salewicz All right, welcome to the December 11, 2024 Park and, Board of Park and Recreation meeting. Let's do roll call. Ryan Cambridge?

Cambridge Here.

Salewicz Michael Kaufmann?

Kaufmann Here.

Salewicz Kris Barksdale?

Barksdale Here.

Salewicz Kimberly Lane?

Lane Here.

Salewicz Chad Dilley?
[No response]

Salewicz Matt Milburn?

Milburn Here.

Salewicz We have a –

Kaufmann Chad's here – I, I believe Chad will be here shortly.

Salewicz Yeah, yeah, I think he just had to go to the bathroom possibly so.

APPROVAL OF THE NOVEMBER 13, 2024 MINUTES

All right, approval of the November 13, 2024 minutes. Everyone have a chance to review the minutes as presented?

Cambridge Yes, I make a motion to approve.

Salewicz Do we have a second?

Lane So moved.

Salewicz All in favor say aye.

All Aye.

Salewicz Those opposed say nay.
[No response]

Kaufmann Abstain as I wasn't present.

Milburn I abstain as well as I wasn't present.

Salewicz The minutes pass, what so –

Cambridge With two abstentions.

Salewicz With two abstentions.

STAFF REPORTS

All right Public Presentation and Comments. Anyone online? Anyone out in the audience who'd like to talk? All right, Staff Reports – Superintendent, Jarod Logsdon.

Logsdon Thank you John. Good evening Park Board. Just wanted to highlight a couple of items from the Superintendent Report. The Wingz sculpture at the Zionsville Road trailhead was removed, repaired and reinstalled. So if you noticed it was gone for a little bit and had trolls in its place, those have been removed and the Wingz structure is back up there so. Again, we appreciate Mark for his assistance. He was the original artist that sculpted it and he, on his dime, assisted us in taking it out and repairing it so we appreciate that.

Earlier in the month, we attended the DNR Visionary Trail charette. So this is a charette to reimagine a trail system throughout Indiana, identify new corridors that are coming online as communities begin to add more and more trails to their systems and a visionary trail is any trail that extends beyond two counties so our Big 4 Rail Trail has the opportunity to become a visionary trail as we extend into Clinton County into Colfax and as well as the Midland Trace Trail which travels across Hamilton County and has the opportunity to cross through Boone and then to our

south with Hendricks County so. All great things on the way for Indiana's trail system.

The Maintenance team also installed a 10 x 20 bike pad at Zionsville Christian Church. This was a part of that CIBA grant from earlier in the year that we received. That's the Central Indiana Bicycle Association. They awarded us those grant dollars to install bike repair stations so there will be a series of four of those along the Rail Trail within the spring of next year so this was just the first pad in that series.

C&J Well went out to Carpenter Nature Preserve and officially decommissioned the existing high-velocity wells that were onsite. So that was a part of the irrigation system that used to be at the golf course, something we wanted to decommission and cap before we get out there with our park. So they have completed that work and that report will be forthcoming to IDEM and the state to officially decommission those high-volume wells.

And finally, if you've driven on Oak Street into the Village you've likely noticed the Lincoln Lights. So this season for the first time Lincoln has been lit up by a generous partnership and sponsorship by Hometown's, Hometown Lawns so we appreciate that opportunity to beautify our Village district in the holiday season and that's all from the Superintendent Report.

Salewicz Fantastic. I, I was wondering as I drove by, I was wondering, I've never noticed that so that's fantas – it looked, it looked really good so thank you.

Milburn Yes, I think we talked about it like a year ago how cool that would be and then –

Salewicz Lo and behold.

Milburn Bob's your uncle, there it is.

Salewicz Thank you very much. Anyone have any questions for Jarod? All right, next is Director of Recreation Services, Mindy Murdock. How you doing Mindy?

Murdock Good evening everyone. All right, so November is a little interesting but with the holidays and things going on we did spend a lot of time being closed at the Nature Center but still had a great November. We ended with a little over 1,000 walk-ins to the Nature Center so we are just about 600 shy of beating last year's walk-in attendance and we still have December to get through so.

We did a few programs out at Union and Trailside Elementary. The third graders there do kind of a, I guess an animal specialty that they pick. I know at Trailside they call it Beast Feast so they did invite us out to do some, some programmings kind of tied in with the, the completion of their projects for those two schools.

Outside of that, the big one happening in November is that our entire Naturalist staff and myself went to the 2024 EEAI which is the Environmental, Environmental Education Association of Indiana conference which was held in Indianapolis at the Indianapolis Zoo this year. We actually had two of our staff actually presented so Rachel Felling presented on our Nature Connections program so she had a very huge crowd, over 40 people attended her talk. And then Siera Stuart, Naturalist Siera

Stuart, did a presentation on social media since you guys know that Siera is kind of our, our guru when it comes to kind of quirky little videos that we put out on social media so. In addition to that one, I was actually the conference Chair for the conference so I'm happy that that one is done because that was a lot of, a lot of work but the big thing was that Rachel was actually awarded the Joe Wright Recognition, Recognition of Excellence Award for her work with Nature Connections and with IMN at that conference so, so that was a great opportunity to present her with that award and she was very well deserved on that one.

So we did our new event smashin' pumpkins right at the beginning of November and that was a huge hit. Over 300 people came out and with mallets just took some anger out on some pumpkins and had a great time. So definitely see that one coming back next year and growing. We had a lot of people say hey, next year can I bring more pumpkins? Can I donate pumpkins? So I'm sure there'll be more pumpkins. The Fire Department threw pumpkins off their ladder truck and they've already asked if they can throw more next year so we said that's fine, we'll work something out on that one.

And then we kicked off our Winterfest season with the Trailhopper and the staff being at the Christmas in the Village parade so, so Winterfest is ongoing. We had Maker's Market last weekend, about 2,500 people came out. It was a fantastic market and then this weekend is Christmas in the Park so. Unless you guys have any questions, that's my report.

Salewicz Fantastic work as always. We really appreciate you.

Barksdale Yeah and thank you for representing Zionsville by being the conference Chair. That's impressive.

Murdock Thank you.

NEW BUSINESS

MULBERRY FIELDS CONCESSION STAND BID

Salewicz All right, moving onto New Business. Mulberry Fields Concession Stand Bid. Jarod —

Logsdon Thank you. So, earlier this year this Board approved the construction plans for the Mulberry Fields concession stand and that project was put out to bid. Those bids closed on December 5th at 3 p.m. and at which time we received seven competitive bids. After review of those bids, we have selected Structure Midwest, LLC as the lowest responsive bidder at a bid of \$980,000. So this is around \$17,000 lower than our engineer's estimate so, again, having a project come in just under our engineer's estimate which is always nice. So on the screen you'll see just a rendering of what we're doing. Again, this is out at Mulberry Fields. It'll be right next to the first shelter you drive in as you enter the park and it'll offer year-round restrooms as well as the concession stand for all of the activity out in that park. So with your consideration this evening, would request you entertain a, a motion to approve the Structure Point Midwest, LLC bid at \$980,000 and work towards executing that

agreement pending final legal review. So happy to answer any questions concerning this project.

Barksdale How many bids were there?

Logsdon Seven, so. We definitely advertised at the right time of year this time.

Dilley So I think just for the Board to have good dialogue, I think your proposal, Jarod, was to take it out of 4672? This and your Carpenter proposal as well too. That's the 2012 impact fees, right?

Logsdon Yes.

Dilley So that'll take the total account balance, should we approve Mulberry and what we're looking at with Carpenter, down to \$713. I just think for the Board is that, are we good with that, right? Let's just be clear where the, where the funds are going and are we good with it. And, and the answer could be yes, right? I mean it could be like what the funds are intended to but we're, we're exhausting all those funds and is that the right thing to do?

Logsdon And, and I do want to provide a little background on impact fees. So, since 2012, Zionsville has had an impact fee so every new roof that comes up in our community has to pay towards that fee and that is put into the kitty for later park development. So impact fees can only be utilized for certain amenities as our population grows and we maintain our level of service. So with our population exploding over the last decade since this fee was established, we have accrued a lot of these and whether fortunately or unfortunately they have been underutilized throughout our history as a park system so – so much so that in the 2022 effort to develop the next 5-Year Master Plan, we included in that scope of work the development of an impact fee tool so that we would know how to best utilize those funds with every parks project moving forward so.

The reason we are expediting their use and, and feel this is the most responsive and responsible use of these impact fees because, again, as I mentioned, they can only be utilized for certain amenities and once we reach those threshold, those are locked out until our population grows exponentially so. Fortunately for us, concession stands and restrooms are two things that can be funded through these impact fees because we had a deficit throughout our park system which we met in 2012 that we have lost since then. A couple of other amenities we can utilize – we will never be able to use impact fees on paved trails which is one of our most requested amenities so. I actually did the math and it would take over a population of 132,000 before we could utilize those. So even with our projections to double, we're not going to reach that population for some time. So that's just one example but some of the other categories that we can use these impact fees are in parking spaces, sports fields, outdoor only – can't be utilized for indoor sports field arenas, rustic trails to a certain degree and just a few other one-offs so, so what we did with that 2023 Master Plan was prioritize the use of these whenever we had a parks project moving forward. So it is kind of the, the department's priority to get these 2012's off the book so we can focus on the 2022 fund and then in a couple years have the 2027 fund as well.

Cambridge Are there, so are there provisions, because I've not read this whole agreement, for liquidated damages in this agreement?

Logsdon Yes within the AIA contract working with REA we include that in all of them.

Dilley I noticed on the 324-page Board packet on that one I can't, I'm surprised, Ryan, you didn't know the exact page number that was on.

Cambridge I, I did last night but then I uh –

Salewicz I have a question about the, was it the tempered glass, the deduction with, the reason to get rid of it – what, is there –

Logsdon So just basing our budget, we wanted to have an alternative should we need to downgrade the glass but –

Salewicz It's an option just to –

Logsdon It was an option as a deduction instead of an addition. Like with Carpenter where we're proposing an option for –

Salewicz Oh, so we're not saying we're doing that that's just –

Logsdon No.

Salewicz Okay.

Logsdon We'll, we'll stick with the base bid.

Salewicz Gotcha, okay.

Cambridge I make a motion to approve the contract or authorize Jarod to execute the agreement.

Salewicz And anyone make a second.

Lane I will.

Salewicz So roll call vote – Ryan Cambridge?

Cambridge Aye.

Salewicz Michael Kauffmann?

Kaufmann Aye.

Salewicz Kris Barksdale?

Barksdale Aye.

Salewicz Kimberly Lane?

Lane Aye.

Salewicz Chad Dilley?

Dilley Aye.

Salewicz Matt Milburn?

Milburn Aye.

Salewicz And I, John Salewicz, say aye as well too. Motion carries.

CHRISTMAS IN THE PARK REINDEER SERVICES

All right, Christmas in the Park Reindeer Service.

Logsdon So much smaller contract for you all to consider – this Saturday we have recruited reindeer to appear at Christmas in the Park and this would be for a contract for \$1,800 to have their services for a few hours at Elm Street Green. It's simply in the packet just because it's a contract rather than an invoice so I require Board approval on this one. Upon your approval, we'll print the check tomorrow and hand it to them this Saturday.

Salewicz I mean are these the same reindeer that have been used in multiple different?

Logsdon We actually are utilizing a different service –

Salewicz Okay.

Logsdon With a little bit of cost savings.

Salewicz Okay.

Cambridge I'm I guess impressed there are multiple reindeer services.

Lane Yes. What is the, the demand?

Cambridge Apparently it's an untapped market.

Salewicz Exactly.

Logsdon Always trying to be good stewards of the dollar.

Salewicz Uh huh.

Cambridge Okay.

Dilley So Jarod, I think in the show The Santa Clauses there's a reindeer named Chad. I just want to make sure there's no reindeer named Chad that'll be there. I'm just joking.

Logsdon	We'll have to verify that.
Dilley	I'm, I'm, I have a motion to approve.
Kaufmann	I'd love to second.
Salewicz	All in favor say aye.
All	Aye.
Salewicz	Those opposed say nay. [No response]
	Motion carries. All right –
Cambridge	I'd like to note too that the reindeer make more per hour than most attorneys. Should've been a reindeer –

SHELTER RESERVATION POLICY UPDATE

Salewicz	Should've been a reindeer. Okay, Shelter Reservation Policy Update.
Logsdon	We had to dust off this one from 2022 but we wanted to update our Shelter Reservation Policy to include Elm Street Green's upper pavilion as well as the future pavilion at Carpenter Nature Preserve. So with Lincoln Park going under renovation next year, we wanted to offer an alternative in the Village for the community should there be any weddings and we've actually already had interest in one for next year so simply just adding two other shelters that can be reserved within our park system, one existing today and one that'll exist when Carpenter opens to the public. We have all of this framework attached to our MyRec software so people can go online, provide electronic payments and it's, it's pretty smooth with our operations. It's been a huge success.
Salewicz	Any questions and concerns?
Cambridge	Motion to approve.
Salewicz	Second?
Lane	Second.
Salewicz	All in favor say aye.
All	Aye.
Salewicz	Those opposed say nay. [No response]
	Motion carries.

THE WOODS OF ELIZABETH & SYLVESTER JOHNSON OF WILD AIR FARMS DONATION

All right, Woods of Elizabeth and Sylvester Johnson of Wild Air Farms Donation.

- Logsdon Thank you John. Myself, Amy Noonning and the Park Board President, John, have been speaking with the Wild Air development team for about the past year about a potential land donation from the family. So the Wild Air family wanted to cement their legacy in Zionsville and, and be sure there was a portion of that farm that remained natural in perpetuity. So there is approximately 30 acres that is being proposed to be donated to the park system at no cost. That 30 acres is the wooded area you can see on the screen above just below, well, it's actually titled the Johnson Preserve on this slide. Within that preserve, as mentioned, there is wetlands and it's close to Fishback Creek so, again, providing critical habitat. I know just in my tenure here I've received multiple calls of amphibians in the spring crossing Marysville Road probably to get over to those vernal pools and, and reproduce so incredibly important to the local ecology there especially as more development occurs.
- So with your consideration, we could accept this 30-acre parcel to be turned into a public park. Now this 30 acres does come with an existing conservation easement. This was placed on it by the Woods, Land and Lake Conservation Land Trust and within the Park Board packet was the terms of that conservation easement. None of them are too far beyond what we would want to do with a, a passive park. So concerning development there can only be one perimeter trail within that preserve. Signage is limited within the preserve to the walking trail. We do have the autonomy to not only combat invasives appropriately but also to address hazard trees or things that might be a, a threat to human activity in there but, again, the public will be invited to walk, take a walk in the woods but the core mission of that land and the, the values of the family were for it to be pristine and protected.
- Cambridge Do they define perimeter beyond the obvious? Like is there a certain distance within the edge of the property line that that trail has to be routed?
- Logsdon It is within, right at 50 feet from the edges. That was both coordinated with the family as well as the neighboring property owners that didn't want it right in their backyard so a little bit of a buffer there. And it will be a, a 4-foot-wide crushed aggregate trail so designed to ADA standards.
- Salewicz They're putting that in themselves, right?
- Logsdon We'll talk about that next.
- Salewicz Okay, all right.
- Logsdon So right now it's just for your consideration to accept the 30-acre land donation, to perpetually name that park the Woods of Elizabeth and Sylvester Johnson of Wild Air Farms and to invite the public but certainly understand that we have limited activities that we can or should do in there. So, again, another component was no 5Ks or picnic mashes or anything like that. It's truly just meant to be a walk in the woods for the public.

Milburn That, that means walking like in the woods and not just through the path?

Logsdon Just on the trail, yeah that's –

Milburn Okay.

Logsdon And, and we have signage throughout out park system about staying on the trails so that's, we want to minimize disturbance anyways.

Cambridge Before we make a motion on this I think if, if accepted, as we think about signage along the trail or at the entrances because it's a little bit different use case in terms of the sensitive ecology that's there, we may want to have some signage that sort of explains that and encourages people to stay on the trail beyond just our standard signage. That might also educate them about why those ecosystems are important or – because I think there'll probably be a propensity for folks to meander and explore, at least that's what I would want to do unless otherwise told not to so. So see if we can make it an educational component too so.

Logsdon That's a great point. Thank you.

Cambridge But I'll, I'll make a motion to accept the 30 acres and the contingencies currently _____ 22:04 audio/microphone issue conservation easement.

Milburn Second.

Salewicz All in favor say aye.

All Aye.

Salewicz Those opposed say nay.
[No response]

Logsdon Thank you all. So there is a second component to this and that is just acknowledging that there is a conservation easement. So your consideration to authorize the Park Board President to execute that document with Wood-Land-Lakes Land Trust.

Salewicz Do we have a motion to accept?

Lane So moved?

Salewicz Do we have a second?

Cambridge Second.

Salewicz All in favor say aye.

All Aye.

Salewicz Those opposed say nay.
[No response]

It carries.

RESOLUTION 2024-07 WILD AIR DEVELOPMENT PARK IMPACT FEE REQUEST

All right, Resolution 2024-07, Impact Fee, Impact Fees, yes, sorry.

Logsdon

As mentioned, so this, this potential park and adding it to our park system has been on purview for over a year now kind of as the project was mentioned to the community, the overall Wild Air Development that there would be some public parks associated with that so working with that development team, we have come to a request for a waiver on impact fees. So with your consideration of waiving those impact fees, they would actually create that one perimeter trail that we just discussed within our park as well as provide additional park amenities across the street which we'll talk about in just a second so.

Just an overview of the Wild Air development – so it is 289 multi-family units as well as 386 single-family homes and those, this development has been approved. It has gone through the platting process and it's moving towards actual construction so. Construction, pulling building permits is when impact fees are applied to a developer so that's why the request is coming before you now. So concerning improvements, that 30 acres we just discussed would be for the developer to establish that crushed aggregate trail to ADA standards around the perimeter of the park. So this trail was actually included in some of the exhibits of those closing documents for the deed so it's very well documented and understood with the family as well as the developers and ourselves.

In addition to that portion of the project, so for our park specifically, that is approximately \$514,310 to install the signage at the trailhead of that nature preserve, the rustic loop as well as a fence around the pond which would be donated or deeded to the HOA of Wild Air and not the park system and the landscaping so. One of the terms of this request is that signage is coordinated with the Parks Department, Ryan, so we do have a chance to make sure that educational component is included with any of that trailhead signage.

Moving through their project, so as we go back to the site map, we'll also notice across from Johnson Preserve there is the Archer Park and coffee house. So this is a more activated space that the development is proposing within their project and this will include a nature-based playground, paved accessible walking trails, public restrooms as well as a splashpad. So this 2-acre park would not be donated to the park system but should we grant a waiver of their impact fees, there would be a perpetual public easement on this. So what that does for our park system is allows the public to still enjoy these amenities but it doesn't put the burden of upkeep of these more activated items onto the park system necessarily and they would be maintained within the development or the ownership of that parcel.

Kaufmann

Is there some, something that holds them accountable to a certain upkeep and quality of that space over time?

Logsdon We can certainly further expand that. We can, we can rely on CPSI, the certified playground inspection standards for the play area. We can rely on accessibility for the, the walking trails and we can probably come up with a couple of more guidelines to be upheld within that public _____. 26:39

Cambridge Yeah, I would –

Kaufmann I think that would be my only concern.

Cambridge I mean we're, I'm a I guess professionally big proponent of finding ways to creatively do things like this but I _____ 26:49 audio/microphone we protect the taxpayer interest _____ 26:55 about our expectations around what, where, how, what goes in, what's the level of quality, what's the purpose. So I would want to see some verbiage also around or give us some, I guess, and I wouldn't want them to be able to be like ahh the splashpad is hard to maintain so we're just gonna close it. I _____ 27:17 audio/microphone they would need Park Board approval or something like that to change of the programmatic elements beyond repair.

Logsdon And, and we do have members of the development team that are here and can answer any questions or speak to that as well so I'll invite them up if they'd like.

Salewicz Please state your name and who you're with please.

Hansen I'm Kimberly Hansen with Old Town Companies and I'm the Chief Operations Officer with them and then I'm here with Ryan Weyer, he is one of the developers on this project. So he knows the most about how the amenities are currently designed but we're certainly open to putting more standards on that. I think it's a good idea.

Weyer Ryan Weyer, Old Town Companies, as Kimberly mentioned so to answer any questions you may have.

Milburn My question would be about, separately from this, would be just about signage to make sure this didn't look like a subdivision park or a something exclusively for the group to make sure that it was, it was clear that this was for the town and, and open to the public.

Weyer And, and we would definitely work with Jarod and his team to produce that signage and get approvals.

Cambridge The, I, I guess I have a question about some of the program components that are listed. There's the playground and the splashpad. The splashpad has a line item estimate of \$45,000 that _____ 28:56 audio/microphone a sense of scale around what this would look like or like how is that number informed?

Weyer So that was from one of our pool, actually, the company that's doing our pool at the clubhouse is the one that gave us that ballpark number –

Cambridge Okay. So they're working onsite already?

Weyer Correct, correct.

Cambridge And would that be, is that envisioned to be a recirculating system or is it a –

Weyer It, it would be, yeah. The, all the filtration and pumps would be tied to the pool or the restroom building so it would, it definitely would be.

Hansen That's one thing I was going to say – there are going to be public restrooms that service this park so there's opportunity for there to be say on how those are signed and we already understood that we would be working with the town on signage and . 29:43 audio/microphone

Dilley My question would be more for Jarod with the impact fees, what would we for a development like this normally be collecting on the impact fees?

Logsdon So for this project specifically, the total impact fee would be \$1,006,399 – \$61,000, sorry about that – \$1,061,399. Thank you Amy. But what, the project they're proposing just as Ryan mentioned about a \$45,000 splashpad, I could not build a \$45,000 splashpad so there are opportunities for greater investment in return utilizing those fees than we could do even with those fees trying to do those same amenities. So I spoke to this a meeting or two ago about this Board and, and subsequent Boards in the next couple of years are going to have a lot more development requests before them so we can build our park system and that's, that's a little new as far as building our park system side by side with development but as far as donations and, and how we acquire our park system that's not unique to how our story's been told so. I certainly caution you to evaluate each proposal before you and make sure that we're instituting parameters that are going to be upheld in perpetuity for Zionsville residents that aren't here just yet.

Dilley Or just I'm trying to dumb it down to my level – we're giving up on \$1.061 million of impact fees, we're going to get \$514,000 of investments into the Johnson, the Woods of Elizabeth and Sylvester Johnson of Wild Air Farms and so they're, they're going to invest \$514,000 to that. In addition, they'll invest over a million dollars for – I don't know that you call this a private-public partnership but, I mean, it's going to be your land but you're using your economy as a scale of your development to do this more affordable than what we could. So, overall, it's almost a win for the community of about a half a million dollars if we were to go forward with this?

Cambridge Yeah.

Salewicz What about being able to, if years down the road there's an issue and the splashpad as you mentioned, they can't just close it down without talking to the Park or to the town. Is that feasible or?

Logsdon Would there be any concern with putting a parameter about requesting decommission of any of the programmed activities? I think we –

Cambridge I think I just, again, we're working one of our clients right now is Henderson, Nevada and they've built parks like this almost exclusively for 20 years. It's been a great relationship but they've got a lot of lessons learned and I think a lot are on the back end.

Salewicz I'm more worried about the homeowners association like oh, this is going to cost us \$50,000 to fix this so we're going to shut it down and just abandon it so that's, that's what I'm talking about down the road so.

Cambridge Right.

Salewicz Not that what you guys are, just that they're going, that this is in perpetuity it's going to stay then they need to communicate with the town if it ever is going to change.

Cambridge Right, well and it's not just that it's also being like, like I said, I was trying to say that it's, it's, the success of those, these types of projects on the city side is often on the long term so it's making sure, like you said, that, that whatever expectation – like if we're agreeing right now to certain program and a level of quality and experience then there needs to be some language that says that it will be maintained to remain that unless there's an agreement reached to change it and that there needs to be standards in place in the agreement that define our acceptable level of maintenance and whatever that is. I think we just need to, on our end –

Salewicz Right.

Cambridge Be very prescriptive about our expectations with regard to access, with regard to restroom access and hours and maintenance and CPSI testing and the intervals of that and all of those things and, and, and I think if we get those in place then that is the representative best practice of how to do projects like this is partnering to leverage their, their economies of scale. I mean, to Jarod's point, if we were to quote a splashpad I don't care how small it is, we'd be looking at hundreds of thousands of dollars.

Salewicz Yeah.

Milburn Yeah.

Cambridge So we just have to make sure that we're protecting our interest long term I think.

Milburn Yeah, something along the lines that they will keep them up to the standards of the, that we would have for any of the other parks.

Cambridge And that may be subject to the interpretation of the Superintendent.

Logsdon We have a Maintenance Standards policy I could just pull from.

Lane Can we also put something in there about what's used for landscaping 34:41?
Audio/microphone

Logsdon Review of plantings?

Lane Yeah.

Logsdon Yep.

Cambridge Well it'll have to go through some sort of site plan review, right?

Logsdon Right, yeah.

Cambridge So I think that would be also an example of another sort of best practice to integrate in relationships like this or agreements like this is to engage the Park Board not just at the approval process at the beginning or the end but also sort of in the design 35:15 audio/microphone and I don't know that it has to be an entirely collaborative process but it would be nice to review progress on the design of so that we can at least be aware of it and/or provide input if it's relevant.

Dilley Yeah, is this the first time we've done an agreement like this?

Logsdon This is the first time we've done this for amenities but we have utilized this exchange for land before. That's how we got Overlay-Worman.

Dilley Was it the artwork where we developed some guiding principles on? It may be worthwhile if Jarod's, if Jarod can see down the road that we're going to continue to go through this, it may be good for us to craft some guiding principles so that we kind of have a roadmap on how to approach this as we go forward.

Logsdon I can work on that.

Milburn It's very much a win-win as long as we are thinking long term like Ryan's saying and –

Lane We're setting precedent.

Milburn Yeah.

Cambridge Well and the more of these that we have, I mean without some sort of policy in place or design standards 36:15 audio/microphone which there's no reason to delay anything, we can have the one-offs for now but looking into the future those are also things to consider on our end as you 36:26 audio/microphone every single phase as it relates to quality or performance specs because they have those established as a set of design guidelines 36:43 audio/microphone. So that's for another day but I think as long as we can be prescriptive about the long-term obligations 36:52 audio/microphone. So what do we need today? A motion to accept the waiver subject to some sort of terms that I just –

Logsdon Yeah, so consideration of Resolution 2024-07 related to the waiving of impact fees for the Wild Air development contingent on the prescribed parameters developed by the Superintendent to uphold park standards.

Nooning I recommend too, the Resolution that you have in front of you and the Exhibit C included, the exhibit is the Park and Recreation Impact Fee Credit Agreement. That would be the place, I think, that a lot of the substance needs to be put in and it's not in there yet. This is just, this is what's being proposed to us. This isn't our draft so I would suggest, I mean, if we can just maybe table the resolution. I think that 37:45 audio/microphone because if you adopt the resolution, the exhibit is adopted along with it.

Logsdon 37:56 accomplish that.

Nooning That would be my recommendation.

Kaufmann I do want to thank the Wild Air development team for how thoughtful you are being about this project in both the way you're thinking about public amenities but also with the ILADD inclusion. So, grateful to you all for being thoughtful partners.

Cambridge Yeah. It's exciting to see that developed kinda come to life. They're moving pretty quick out there.

Kaufmann As, as you're thinking about that resolution, one other thought I have is just future development adjacent to that parcel making sure that there's opportunity to bring access into that. So we live adjacent to Stonegate in the apartments there and there's a path that leads into Stonegate so we feel like we can, we're welcome to walk through that neighborhood and so making sure that if it truly is going to be public and you have this public walking path if there were a future development adjacent, you know, that that's part of the, one of the, the points of access is a clause or some sort so.

Logsdon Thank you.

OLD BUSINESS

CARPENTER NATURE PRESERVE PHASE 1 CONSTRUCTION BID

Salewicz Next moving on to Old Business – Carpenter Nature Preserve Phase I Construction Bid.

Logsdon Last month we unveiled the Carpenter Nature Preserve bids and discussed the low bid with Mattcon General Contractors for a base bid plus option 1, alternative 1, sorry, of \$5,043,000. Tonight for your consideration would be to enter into that contract pending final legal review to begin that project with Mattcon.

Salewicz Everyone have a chance to review it? A lot, lot of, a lot there. Mattcon is a very good and strong company.

Dilley So I had a couple questions on it, Jarod, probably more for us to discuss as a Board as well too so, if we go through with all these and, and I appreciate how you spelled out where each one would come from. That's going to take 4671, should we approve the amounts that you, you propose, take us down to just under \$170,000. And then if we go forward with it, it'll take 4403 down to \$15,857. So it seems like we've been good financial stewards. We've planned for this, we've got the money sitting in the accounts to do it. It's going to deplete a lot of the accounts and I just think for, for the benefit of the taxpayers in a public forum, a debate about what are the tradeoffs associated? So should we go down this path, what, what are we trading off in the future?

Cambridge I think this project is an example of a, a good example of sort of the concept of opportunity cost. The, there's a lot of things that have come together to make this happen that are unique and have taken a lot of, a lot of willingness of other

participants whether those are private donors or grantors of multiple different agencies or entities to, to bring something to Zionsville that I think we would have otherwise probably been incapable of doing independently of those relationships. So in, in this instance, I think it's a much larger magnitude example of kind of the project we just talked about where we're having to come to the table with a significant amount of money. It's not an insignificant amount but I think the return that we're getting as a community is substantially beyond the money that we're bringing to the table alone because of the other partners involved.

Salewicz And correct me if I'm wrong – there's a grant that if the park is not open and used in a certain capacity we won't get that grant. Is that correct?

Logsdon Correct. There is the expectation that in a certain amount of years the park will open.

Salewicz What, what is that time? That, that was –

Logsdon Requesting –

Salewicz 2026?

Logsdon It wasn't well defined. The guidance I received from DNR at the time was 2 to 5 years okay but 7 to 10 we, we might have to have a conversation so.

Cambridge Well and I think the other couple things to keep in mind with this project is we think about highest and best use of funds which is always a relevant –

Salewicz Uh huh.

Cambridge Discussion because we don't have enough funds ever, no department does but this project is of an order of magnitude of a scale that is unlike anything else we have in our system so it's adding a good amount of acreage which is needed. It also happens to be in an area of growth, residential growth, and predicted future growth so it happens to also be in kind of a right place which is nice because that doesn't always happen. Sometimes we try to pull ballfields in front of airports or things like that which if you, if you gotta do it, you gotta do it but this happens to have a pretty good location. And then another thing is as you look at some of the work that Tricia and her team have done with the 5-Year Parks Master Plans and the public surveying and as we've discussed, right, that wild spaces, natural areas, passive spaces are some of the highest priority elements and integral to the identity of a lot of Zionsville residents and this happens to be really in line with that so. I think those things make it a unique opportunity to pass up. I think if we were talking about a flat piece of farmland that we'd want to put a bunch of sports fields on or rectangles, I think it'd be a harder, a much more difficult conversation.

Salewicz Yeah.

Logsdon And just to, to, to second some of that. So, while we are all exceptionally excited about Carpenter, we will continue to maintain our entire park system which is reflected through the other projects you're considering this evening. So utilizing our resources even though they're limited. We attempt to extrapolate \$3 out of every \$1 we spend whether that's through procuring grants, public-private partnerships or

other opportunities so, again, trying to satisfy the needs of our park system while still continuing to grow is the challenge but so far we're continuing to meet that or trying to keep up.

- Dilley I think the only thing – I appreciate how you've outlined kind of where all the funds would come from. When it comes to the funds where you have here – good dialogue, right? I think I don't really have any concerns about that. I think the piece for me is the grant proceeds haven't hit the accounts yet and so we're essentially committing almost three and a half million more than what we tangibly see on our financial statements yet. That makes me a little bit leery just to approve it before it's actually hit the accounts. I think I would feel better about approving it after it hits the account but I also want to know are there any unintended consequences with timing that you're looking at?
- Logsdon There is one unfortunate pitfall and I'm glad you brought that up. So we have a contract with the state that we are executing and so that, that paperwork is processing and those, those funds should land very soon, well before we issue the notice to proceed is my expectation but should we not approve this contract by this year's end and allocate the ARPA funds that are within this, we would lose those funds so that's \$75,000 towards the nature playground which we don't have a secondary source lined up so we might have to remove elements from the project to compensate for that.
- Kaufmann Well and not only that but my understanding is that ARPA funding would just completely disappear.
- Logsdon Yes.
- Cambridge Yes, if there's no allocation, it's gone.
- Dilley And the \$205,000 –
- Milburn Can we approve it subject to the money showing up? You said the money is going to be here any day?
- Logsdon Yes, yes.
- Milburn So could we approve it with the assumption or, or pending that the money shows up?
- Logsdon Yes and, and we can, we can provide any documentation you want to that signed executed agreement just to give you comfort that the money is in, you know, the check's in the mail.
- Kaufmann Yeah, I'm less concerned about the money. I'm just, it's an executed contract with the state is, is, seems pretty reasonable to me.
- Logsdon And that has been understood since 2023 when we closed on the, on the land.
- Dilley And do we have a commitment letter from the Zionsville Parks Foundation about the \$205,000 we're assuming here?

Logsdon Yeah, so that was documented both within the ARPA request where they offered matching funds for the, the playground as well as the naming rights that are associated with some of the amenities onsite. So we have sponsorships for the outdoor classroom, the wildlife blind as well as the amphitheater, to name a few.

Salewicz Questions? Any other questions or concerns?

Dilley What are we articulating the resolution as?

Salewicz It's accepting the bid from Mattcon for \$5,043,000 for the Phase I contingency of grant –

Logsdon Verification of grant proceeds as well as final legal review.

Salewicz Final review, yes.

Dilley Okay.

Salewicz Do we have a motion to accept as presented?

Cambridge Well I'd make a motion to accept subject to the additional terms you discussed verifying the receipt of funds and final legal review of the director and counsel.

Barksdale Second.

Salewicz We'll do a roll call vote – Ryan Cambridge?

Cambridge Aye.

Salewicz Michael Kaufmann?

Kaufmann Aye.

Salewicz Kris Barksdale?

Barksdale Aye.

Salewicz Kimberly Lane?

Lane Aye.

Salewicz Chad Dilley?

Dilley Aye.

Salewicz Matt Milburn?

Milburn Aye.

Salewicz And I, John Salewicz, say aye as well. Motion carries. Fantastic.

TURKEYFOOT NATURE PARK PEDESTRIAN BRIDGE **REHABILITATION BID**

All right, Turkeyfoot Nature Park Pedestrian Bridge Rehabilitation Bid.

Cambridge It's a mouthful.

Salewicz It is. All these are.

Logsdon Also last month we discussed the sole bid we received for the Turkeyfoot project and that was from Morphe Construction who recently did the Big 4 Rail Trail widening for us here in town. Their bid for \$598,000 was below our engineered estimate and within our 2024 budget allocations so with your consideration would be to enter into an agreement with Morphe Construction for the Turkeyfoot bridge rehabilitation project in an amount of \$598,000 contingent on final legal review.

Cambridge Can you remind us, Jarod, how many bids were received?

Logsdon This is the sole bid for this project.

Milburn But we've had good luck with, with the company?

Logsdon Yeah and, and they've, they've done exceptional work with similar projects.

Salewicz Any other questions or concerns about the bid?

Cambridge No, I'll make a motion to approve the bid by Morphe Construction as submitted.

Dilley I think, I just want to clarify – it's, it's within the budget, right?

Logsdon This is your 2004.500.490 construction line.

Dilley And it has –

Logsdon \$900,000.

Dilley \$900,000 in it right. So we're still within our allocation for the year?

Logsdon Yes.

Dilley Okay. I just, for public record, we're spending a lot of money tonight and I'm asking the questions that I kinda already know the answer to and the diligence that we've already done just to make sure publicly it's known the level of diligence that we went to and what resources we do have to spend and how it's planned to spend the money.

Logsdon I appreciate that.

Dilley All right.

Salewicz Very much appreciated.

Dilley	Okay.
Nooning	Contingent on –
Cambridge	Contingent on final legal review.
Salewicz	You make a motion?
Cambridge	I already did.
Salewicz	Okay. I second. We'll do a roll call vote. Ryan Cambridge?
Cambridge	Aye.
Salewicz	Michael Kaufmann?
Kaufmann	Aye.
Salewicz	Kris Barksdale?
Barksdale	Aye.
Salewicz	Kimberly Lane?
Lane	Aye.
Salewicz	Chad Dilley?
Dilley	Aye.
Salewicz	Matt Milburn?
Milburn	Aye.
Salewicz	And I, John Salewicz, say aye as well. It is approved and carries.

OVERLEY-WORMAN PARK

All right, Overley-Worman Park. Do we have a motion to approve the amended settlement agreement as discussed in the executive meeting including submitment of payment within 90 days or the contract will be voided or?

Cambridge	No, I'll make a motion to, to approve, to approve the agreement as discussed contingent upon the or with the inclusion of a stipulation that any final pay applications must be submitted to the city within 90 days of tonight and that if they are not submitted then the contract is closed.
Kaufmann	Second.

Salewicz	Ryan Cambridge?
Cambridge	Aye.
Salewicz	Michael Kaufmann?
Kaufmann	Aye.
Salewicz	Kris Barksdale?
Barksdale	Aye.
Salewicz	Kimberly Lane?
Lane	Aye.
Salewicz	Chad Dilley?
Dilley	Aye.
Salewicz	Matt Milburn?
Milburn	Aye.
Salewicz	And I, John Salewicz, say aye as well too. Motion carries. All right –
Logsdon	One more item under the Overlay-Worman Park Old Business and that is to finish out the punch list items that are remaining from the original contract, in October 23 released an RFQ with those exact parameters defined and received two competitive bids of which Earth & Turf, a local Zionsville company, was the low bid with an estimated cost of \$20,827.38. There is adequate funding within the encumbrance associated with this project that we can carry forward and the contractor has let us know that they would be ready to begin work as soon as February 1 st . With your consideration, we will work with our Park Board attorney to enter into a, a contract for the, those services.
Salewicz	Questions or concerns? Very good, it's a great price for what we're doing so. Do we have a motion to accept –
Logsdon	\$20,827.38 –
Salewicz	With Earth & Turf and pending legal review?
Milburn	So moved.
Salewicz	Do we have a second?
Lane	Second.
Salewicz	Ryan Cambridge?

Cambridge	Aye.
Salewicz	Michael Kaufmann?
Kaufmann	Aye.
Salewicz	Kris Barksdale?
Barksdale	Aye.
Salewicz	Kimberly Lane?
Lane	Aye.
Salewicz	Chad Dilley?
Dilley	Aye.
Salewicz	Matt Milburn?
Milburn	Aye.
Salewicz	And I, John Salewicz, say aye as well too. Motion carries.

OTHER BIARD RELATED ITEMS

Other Related Board Items – so, unfortunately, today is my last Board meeting with the, the, for the town and I appreciate and I want to thank Bryan Traylor for giving me the opportunity from the former Town Council to give me the opportunity to be on the Board. I’ve been on the Board for, this is my fifth year and I expected to be here for another four but I was not carried on so – I’m not too sure exactly why but I’m, will not be here so to be honest, I’m devastated. I’ve, this is my passion. This is my life. I studied geology and natural resources and I wanted to be here for a longer so. I’m sorry that you guys are going to have a, a bumpy road because I don’t know how many are coming back. There’s only, so we’ve got a young, young crew so I’ll help out as much as I can to get you guys started but it’s, you’re kind of – I was thrown to the weeds to run this so, so I’m [54:41. Audio/microphone](#)

Milburn	John, thank you for your service.
Kaufmann	Thanks John.
Cambridge	Appreciate it.
Dilley	Appreciate it.
Cambridge	Well and we hope that you, given your passion for parks and your knowledge of the system, that regardless of what the role looks like, that you’ll remain engaged and that we’ll be able to have you as a resource as we continue to kind of shepherd 55:06. Audio/microphone

Salewicz I appreciate the, the fellowship we've, we've had and I'll definitely be willing to help in any way I can so.

Dilley Thank you John, appreciate it.

Lane Thank you John.

Dilley One quick question before we depart – Jarod, total grants for the park district – how, how much have you received, you and your team, written and received for the park district?

Logsdon In my tenure, \$9.5 million dollars.

Dilley That's, I mean, we went through the Carpenter Nature Preserve, right, \$3.5 of that \$5 million was based off of grants. Like I think publicly just want to say thank you for the work that you put into that, that we're not able to do what we do just off of our operational dollars and that takes a lot of time and effort from you and your team to do that so we appreciate that effort.

Milburn Yeah, thank you Jarod.

Cambridge I, I think we work with a lot of departments across the country. I know Tricia and her team does too and I think Zionsville as of late has done an exceptional job finding lots of partners and lots of different funding sources to really maximize the, the value that we get out of every taxpayer dollar so it gives me confidence knowing when we're spending a lot of money like we are tonight that we're getting a lot more in return too so just second that. Appreciate the effort and we, we need every dollar we can find so keep looking.

Salewicz Jarod does a great job. I think I wanted to – I have one more thing for what I mentioned. I was offered the Police Merit Board but I declined it because that is not my cup of tea so. This is so.

Kaufmann One other thing in regards to, to funding and just something to think about for this Board moving forward over the years is that from my understanding and my observation is that the sustained parks funding at the level that to be competitive as a region nationally we are, we are well behind where we need to be. This is not a concern solely for Zionsville. This is a, it's actually a state-wide concern and especially as our various cities grow in population and those resources get stretched and strained, I think it would be wise for this group to consider opportunities to be in conversation with and dialogue with other counties and other communities around the state but also initially just within the region they're starting to, there's some early conversations around what do sustained increased public financing models or mechanisms look like. I think the solutions will be more successful at the State House if they're coming from multiple counties of different political leanings and so I, I would just encourage us all to be open to that conversation as it approaches because we are woefully underfunded and when it comes to parks in the state so. I think we've come up with a lot of really creative solutions as Parks Departments around the state but I think it's, it's a time and, and need to, to look at that more closely.

Cambridge I echo that 10 times over.

CLAIMS

Salewicz Other comments? All right, Claims. Everyone get a chance to, to review claims as presented? Any questions about the claims? Do we have a motion to approve claims as presented?

Lane So moved.

Salewicz Do we have a second?

Barksdale Second.

Salewicz Ryan Cambridge?

Cambridge Aye.

Salewicz Michael Kaufmann?

Kaufmann Aye.

Salewicz Kris Barksdale?

Barksdale Aye.

Salewicz Kimberly Lane?

Lane Aye.

Salewicz Chad Dilley?

Dilley Aye.

Salewicz Matt Milburn?

Milburn Aye.

ADJOURNMENT

Salewicz And I, John Salewicz, say aye as well too. Claims are approved. So I will make a final motion to adjourn the meeting. Do we have a second?

Cambridge Second.

Salewicz All in favor say aye.

All Aye.

Salewicz Motion carries. Happy New Year everyone. Merry Christmas.

John Salewicz, President

Michael Kaufmann, Secretary

Respectfully submitted,
Bonnie Black –
Welcome Center Coordinator
Zionsville Parks & Recreation–1/8/2025

ZIONSVILLE DEPARTMENT OF PARKS AND RECREATION

MEMORANDUM OF EXECUTIVE SESSION

An Executive Session of the Zionsville Park and Recreation Board was held on December 11, 2024, at 6:30 p.m. in Room 203 of the Zionsville Town Hall, 1100 West Oak Street, Zionsville, Indiana, pursuant to Indiana Code 5-14-1.5-6.1(b)(2)(B) to discuss initiation of litigation or litigation that is either pending or has been threatened. No other subject matter was discussed beyond that which was specified in the Public Notice of the meeting, a copy of which is attached hereto.

Zionsville Park and Recreation Board



NOTICE OF EXECUTIVE SESSION

Zionsville Board of Parks & Recreation

December 11, 2024

6:30 PM

DK Pierce Rm 203 at Town Hall

NOTICE IS HEREBY GIVEN that the Zionsville Board of Parks and Recreation will convene for an executive session on Wednesday, December 11th, 2024, at 6:30 p.m. in Room 203 of the Zionsville Town Hall, located at 1100 W Oak Street, Zionsville, IN 46077 pursuant to Indiana Code 5-14-1.5-6.1(b)(2)(B) to discuss initiation of litigation or litigation that is either pending or has been threatened.



Superintendent Report

December 2024

Staff

Staff attended the Townwide Holiday luncheon on December 18th and our own Skill Tech Ian won the ugliest sweater award.

Maintenance

The Maintenance team finished sanding and sealing 12 repurposed picnic tables and began placing them throughout Turkeyfoot, Holliday Trail, Overlay-Worman, and other passive parks.

Staff attended a DPW Stormwater Pollution Prevention seminar on December 12th.

Natural Resource Management

The Natural Resource team continues chipping cut honeysuckle from fall Weed Wrangle project sites.

Events

Staff kicked off the Winterfest season with our Open-Air Market on December 7th bringing in over 2,500 attendees to the Village for Christmas shopping.

Christmas in the Park at Elm Street Green welcomed reindeer, Santa, Buddy the Elf, and over 200 attendees.

Our first Luminary Walk welcomed 250 attendees to Elm Street Green on December 17th.

Staff prep for Winterfest activities in 2025 like Puzzle Swap, the first Java Trail, and Frozen Fete.

Nature Center

The Naturalist team hosted programming in the Nature Center and at Boone Meadow Elementary.

Naturalist prepared for the Winter STEAM Camps on January 3rd.

Staff brought in the New Year with Noon Years Eve, a sold-out community favorite program.

Heritage Trail Park

Permitting and design continued with RL Turner on the **Hoop House** installation.

Mulberry Fields

The contract for the **Mulberry Fields Concession Stand** project was executed with Structure . Bids are due December 5th at 3 pm.

Carpenter Nature Preserve

C&J Well began coordination and permitting on the new well to be installed near the Prairie Pavilion as a component of **Phase 1 Construction**.

C&J Well decommissioned three high-volume wells from the former golf course.

The contract for **Phase 1 Construction** was executed with Mattcon Contractors LLC.

A pre-construction meeting was held on December 17th for CNP **Phase 1 Construction**.

Turkeyfoot Park

A contract was executed with Morphe Construction in the amount of \$598,000.00 for the **Turkeyfoot Bridge Rehabilitation** project.

Lincoln Park

Schematic design documents were further refined concerning the **Lincoln Park Refresh**.

Lincoln Lights began at the park illuminating the walks and gazebo thanks to a generous sponsorship from Home Town Lawns.

Outreach + Updates

The Superintendent attended the Greater Indy Trails open house to review and support regional branding and marketing efforts in central Indiana.



Staff attended the Christmas in the Village parade with the Trailhopper outreach vehicle and Lincoln Lights kicked off as a part of Zionsville Winterfest.





Recent park improvements include a bike parking and repair station at Zionsville Christian Church Trailhead along the Big-4 Rail Trail and a memorial bench at Elm Street Green overlooking the prairie.



December 2024 Recreation Services Summary



Attendance/Program Summary:

Parks and Recreation Participants broken down as follows:

- 931 Zionsville Nature Center walk-ins
- 309 Zionsville Nature Center impromptu program attendance
- 165 Attended private group programs this month.
 - December 6 – Animal Adaptations @ Boone Meadow Elementary – 45, 48 attended
 - December 13 – VIP Christmas @ HMMPL – 72 attended
- 3,121 Attended public programs, distributed as follows:
 - 123 Attended Nature Center Programs
 - December 3, 4, 5 – ZNC Ornaments @ ZNC
 - December 5 – PEEPs: Birds @ Turkey Foot – Cancelled due to weather
 - December 6 – Toddler Trek: Sticks @ Turkey Foot – Cancelled due to weather
 - December 10 – Family Nature Club: Tracking Wildlife @ Starkey Park – Cancelled
 - December 10, 11, 12 – ZNC Ornaments@ ZNC
 - December 11 – IN State Bird @ ZNC - Cancelled
 - December 11 – So You Want a Pet Reptile? @ ZNC – 6 attended
 - December 12 – Meet the Animals @ ZNC – 7 attended
 - December 12 – Art in Nature: Nature Ornaments @ ZNC – Cancelled
 - December 17 – Jr Ecologist Homeschool Club: Predator vs Prey @ ZNC – 14 attended
 - December 17, 18, 19 – ZNC Ornaments @ ZNC
 - December 17 – Meet the Animals @ ZNC – 13 attended
 - December 18 – Lil Naturalist Homeschool Club: Predator vs Prey @ ZNC – Cancelled
 - December 19 – Winter Science @ ZNC – 8 attended
 - December 20 – Winter Solstice Night Hike and Campfire @ Overley-Worman – 11 attended (over 30 registered)
 - December 21 – Drop-in Discovery: Winter Weather @ ZNC – 15 attended
 - December 26 – Candy Cane Scavenger Hunt @ ZNC – 34 attended
 - December 27 – Discover Your Backyard: Birds @ Starkey Park – cancelled weather
 - December 28 – Cookies and Canvas @ ZNC - 15
 - 245 Recreation Programs
 - December 17 – Luminary Walk @ Elm Street Green – 245 attended
 - 2,753 Attended Special Events and Outreach
 - December 7 – Maker's Market @ Brick Main Street – 2,500 attended
 - December 14 – Christmas in the Park @ Elm Street Green – 213 attended
 - December 31 – Noon Year's Eve @ ZNC - 40

Additional Information:

- Nature Center closed December 7, 24 and 25
- December ZNC Scavenger Hunt had 75 participants



2024 Year in Review

Zionsville Parks and Recreation

Native Plantings

1,127



Programs

408



Volunteer Hours

2,354



Garden Plots

72



Acres Added

90



Nature Center Visitors

15,525



Dog Park Memberships

280



Shelter Rentals

128



Maintenance and Natural Resource Highlights

- 4,763 Work Orders created (99.1% completed) - Total time to complete 4,493 hours
 - 3,068 Preventative, 1,656 reactive
- 18 ADA Improvements in 7 parks including updates to parking lots, benches and signage
- 48 acres in active restoration projects

Programming Highlights

- 18,705 participants in park programs and events
- 16 Special Events
- \$72,612 from program fees, grants and sponsorships

Capital Project Highlights

- Completed Big-4 Rail Trail widening and repaving project
- Under contract for Carpenter Nature Park Phase 1 Construction
- Under contract for Mulberry Fields year round restrooms and concession stand

Programming End of Year Report 2024

Mindy Murdock, Director of Recreation Services

Participation and Attendance Summaries:

- 2024 Overview
 - 408 programs (412 programs in 2023)
 - 34,230 contacts (3.2% increase from 2023 of 33,167)
 - Contacts include all program, nature center attendance, outreach, and event numbers.
- Zionsville Nature Center
 - Walk-in attendance totaled 15,525 (1.5% increase from 2023 of 15,291)
 - Averaged over 1,250 visitors per month.
 - Nature Center impromptu programs attendance totaled 5774 (2023 of 6,832)
 - This number is not added to overall program or contact numbers.
 - Impromptu programs are additional opportunities for walk-in visitors to interact with staff and educational animals.
- Programming
 - 321 public programs were offered to the community (336 were offered in 2023)
 - 87 private group programs offered (14.5% increase of 76 in 2023)
 - 5,879 people participated in a nature-based program through the Zionsville Nature Center (2023 of 5,509)
- 11,645 people participated in a park special event or outreach (3.8% increase from 2023 of 11,218)
- 1,181 participants in recreation programming

Program and Event Highlights:

- Zionsville Puzzle Swap saw 1,100 puzzles swapped (305 puzzles 2022, 656 puzzles 2023)
- Creekstomper season was March 30 – November 2, 2024
 - 8,117 participants (7,534 participants in 2023)
 - Since 2020 Park and PLAY has made more than 29,667 contacts in the community
- Trailhopper joined outreach in October 2024 with **Discover Your Backyard**
- Summer Camps
 - 18 summer camps offered
 - 360 attendees
- 340 attended Greenfest
- 2,500 attended Total Eclipse in the Park
- 175 attended Trailfest's first ever Town Showdown - Whitestown won the gold bike wheel
- 1,013 attended Party in the Park
- Over 160 pounds of trash were removed from Eagle Creek during the 2024 Creek Week Creek cleanups
- Hosted first ever Zionsville Women's Pickleball League fall 2024
- 100 Hours Outside had 248 registrants. 56 reached their 100 hours goal. Over 10,700 hours were submitted.
- 226 attended BeLocal Sponsored Family Concert at Mulberry Fields
- 94 attended the Eras Trail Tour
- 678 attended Trick or Trees
- 724 participants for Fright Nights at Maplelawn Farmstead - ticket sales reached \$6,670
- 306 participants for Smashin Pumpkins
- 2,753 participated in a Winterfest special event (Christmas in the Park, Maker's Market or Noon Year's Eve)

Program Fees, Grants and Sponsorship Summary:

- 2024 Program Fees totaled \$52,187 (\$52,123 in 2023)
 - Nature Center program fees totaled \$30,467 (\$31,720 in 2023)
 - Recreation program fees totaled \$21,720 (6.5% increase from 2023 \$20,403)
 - 24,900 in camp fees (\$23,718 in 2023)
- Grants and Sponsorships totaled \$20,425 (39.5% increase from 2023 of \$14,643)
 - Received a \$5,000 MIBOR Grant for Winterfest igloos

- Receive a \$2400 Optimist Club for Junior Indiana Master Naturalist
- Received a \$300 Indiana Native Plant Society grant for a native educational garden at Heritage Trail Park

Trainings and Professional Development:

- Project WET/WILD Facilitator Training – Mindy Murdock
- Environmental Education Association of Indiana Board of Directors – Mindy Murdock
- Indiana Children and Nature Network Steering Committee (ICAN) – Mindy Murdock and Siera Stuart
- Environmental Education Association of Indiana Joe Wright Recognition of Excellence Award – Rachel Felling
- Naturalists Molly Shrock and Siera Stuart attended the IPRA Camp Summit
- Megan Ray attended an event planner education retreat sponsored by Discover Boone County.
- IPRA Early Play Summit – Mindy Murdock and Siera Stuart
- 2024 Environmental Education Association of Indiana (EEAI) conference chair – Mindy Murdock

Conference and Workshop Presentations

- Empowering Tomorrow's Leaders: The Impact of Counselor-in-Training Programs – Molly Shrock presented at the IPRA 2024 Camp Summit
- Kids Make a Difference: Learning Through Service – Rachel Felling presented EEA 2024 Conference
- Nature's Network: Engaging Your Community Through Social Media – Siera Stuart presented EEA 2024 Conference

Yearly Reports:

- Submitted a 2024 annual report to National Wildlife Federation for Mayor's Monarch Challenge maintaining our Leadership Circle status
- Submitted a 2024 annual report to National Wildlife Federation to maintain Certified Community Habitat status
- Submitted a 2024 annual report to US Fish & Wildlife Service - Migratory Bird Permit Office.
- Submitted a 2024 annual report and renewed Special Purpose Salvage permit from IDNR.
- Submitted a 2024 annual report and renewed Special Purpose Education permit from IDNR.

2024	Nature Center Walk-in Attendance	Nature Center Program Attendance	Recreation Program Attendance	Park and PLAY Outreach and Special Events	Total Attendance	ZNC Impromptu Program Attendance	Number of Public Programs	Number of Private Group Programs	Total Programs Provided	Comments
January	1539	179	0	189	1907	624	15	4	19	Zionsville Puzzle Swap
February	1193	518	139	0	1850	500	20	11	31	Valentine Luminary Walk
March	1567	497	76	9	2149	678	21	5	26	
April	1457	837	15	2840	5149	637	27	14	41	Greenfest
May	811	644	54	1338	2847	312	25	13	38	Party in the Park
June	1524	530	235	602	2891	527	46	2	48	Nature Play Days
July	1568	633	95	1289	3585	495	39	6	45	
August	1585	219	174	367	2345	531	27	1	28	
September	1063	392	110	540	2105	362	26	7	33	
October	1219	665	38	1412	3334	438	26	18	44	Trick or Trees, Fright Nights
November	1068	430	0	306	1804	361	20	3	23	
December	931	335	245	2753	4264	309	29	3	32	Winterfest
Totals	15525	5879	1181	11645	34230	5774	321	87	408	
% Change	1.5%	6.7%	2.8%	3.8%	3.2%	-15.5%	-4.5%	14.5%	-1.0%	
2023	15291	5509	1149	11218	33167	6832	336	76	412	
2022	14646	4774	3293	8705	31418	3865	354	52	406	
2021	8635	3944	4596		17175	1027	335	49	384	
Previous Years' Attendance										
2015	2016*	2017	2018	2019	2020**	2021	2022	2023		
9872	13592	10460	11389	11911	3765	17175	31418	33167		*Deed Days
% Difference	27.4%	-29.9%	8.2%	4.4%	-216.4%	78.1%	82.9%	5.3%		**COVID-19

Comments	Recreation Program Fees Collected	Nature Center Program Fees Collected	Total Program Fees Collected	Sponsorships Grants and Advertisements	Product Net Sales
Summer Camps	\$0.00	\$1,526.00	\$1,526.00	\$0.00	\$0.00
	\$266.00	\$398.00	\$664.00	\$9,450.00	\$0.00
	\$5,704.00	\$16,557.00	\$22,261.00	\$950.00	\$0.00
	\$1,202.00	\$1,700.00	\$2,902.00	\$1,475.00	\$0.00
	\$337.00	\$1,824.00	\$2,161.00	\$250.00	\$0.00
	\$52.00	\$1,130.00	\$1,182.00	\$350.00	\$0.00
MIBOR Grant	\$349.00	\$273.00	\$622.00	\$450.00	\$0.00
	\$2,402.00	\$1,262.00	\$3,664.00	\$5,600.00	\$0.00
Fright Nights	\$1,246.00	\$968.00	\$2,214.00	\$700.00	\$0.00
	\$8,332.00	\$3,701.00	\$12,033.00	\$650.00	\$0.00
Winterfest	\$301.00	\$316.00	\$617.00	\$0.00	\$0.00
	\$1,529.25	\$812.00	\$2,341.25	\$550.00	\$0.00
Totals	\$21,720.25	\$30,467.00	\$52,187.25	\$20,425.00	\$0.00
% Change	6.46%	-3.95%	0.12%	39.48%	-100.00%
2023	\$20,403.00	\$31,720.14	\$52,123.14	\$14,643.75	\$3,280.00
2022	\$18,999.50	\$16,609.46	\$35,608.96	\$23,983.75	\$686.00
2021	\$14,173.00	\$12,939.14	\$27,112.14	\$21,460.00	\$2,156.00



Zionsville Rotary Club Special Permit Agreement

Location: __Mulberry Fields Park__

Date of Activity: __May 10, 2025__

This Special Permit Agreement authorizes __Zionsville Rotary Club__ (“Event Sponsor”) to __host a pickleball tournament__ (the “Event”) in __Mulberry Fields Pickleball Courts__, which area is more specifically illustrated on the attached Exhibit A incorporated herein, if the following guidelines are followed:

- May charge registration fees for a pickleball tournament
- May set up any needed tables/chairs/signage in the immediate vicinity of the pickleball courts or Shelter B two hours before the tournament begins. Sponsorship signage may be attached to the pickleball court fence with zip ties during the event. Zionsville Rotary Club may place yard signage along the Mulberry Fields roadway frontage as desired. Signage, tables, and chairs must be removed from Mulberry Fields within two hours of the end of the tournament.
- May utilize Shelter B at Mulberry Fields for the full day with shelter fees being waived by the Zionsville Parks and Recreation Department.
- Food and beverages are only to be provided or sold to participants or spectators of the event.
- Zionsville Rotary Club will reserve 4 pickleball courts at Mulberry Fields Park from 9 am to 4 pm for a rate of \$20/hr/court for a total of \$140.00 to be paid to the Zionsville Parks and Recreation Department.
- Zionsville Rotary Club must maintain adequate liability insurance coverage throughout event

_____, on behalf of Event Sponsor, affirms that the undersigned is fully authorized to execute this Special Permit Agreement on behalf of Event Sponsor. The undersigned hereby acknowledges that he/she has read the foregoing information, and that he/she, on behalf of Event Sponsor, voluntarily applies to participate and use _____ for the above Event. Event Sponsor agrees unconditionally, absolutely and irrevocably to defend, protect, indemnify and hold harmless the Town of Zionsville, Indiana, the Zionsville Parks & Recreation Department, the Zionsville Park & Recreation Board and their elected or appointed officials, officers, agents, servants and employees, from any claim, demand, suit, loss, cost or expense or any damage whatsoever which may be asserted, claimed or recovered, against the Town of Zionsville, the Zionsville Parks & Recreation Department or the Zionsville Park & Recreation Board, or their elected or appointed officials, officers, agents, servants and employees, by reason of any damage to property or personal injury, including death, sustained or claimed by any person or entity and which damage, injury or death arises out of or is in any way connected with the Event, and regardless of whether the damage, injury, or death is caused in whole or in part by the Event Sponsor, or by its officers, agents, servants, employees, vendors, subcontractors or volunteers or by event participants or attendees. Event Sponsor further agrees to abide by all the rules and regulations pertaining to such activity established by the Town of Zionsville Department of Parks and Recreation, its agents, or employees. Event Sponsor understands that there is no on-site supervision of the Event by the Zionsville Parks and Recreation Department at any time. Event

Sponsor further understands that neither the Zionsville Parks and Recreation Department nor the Town of Zionsville assumes any liabilities for loss, damage or any kind of injury sustained by any human while engaging in the activities of the Event. _____, on behalf of Event Sponsor, has carefully read this Special Permit Agreement, including the waivers and releases of liability contained therein, and understands and fully agrees with its contents. The undersigned attests that he/she is at least eighteen (18) years of age, that he/she has read and understands the foregoing Special Permit Agreement, agrees with it, and intends to be legally bound by its terms.

Event Sponsor: DocuSigned by: Zionsville Rotary Club _____

By: E8BD240EF034464... *Kenny Blickenstaff* _____

Date: 11/20/2024 | 10:18:41 EST

Printed: Kenny Blickenstaff _____

Title: Treasurer _____

Town of Zionsville Department of Parks and Recreation

By: _____

Date: _____

Printed: John Salewicz

Title: Zionsville Park Board President

Exhibit A

Mulberry Fields Map with Pickleball Courts and Shelter B



Certificate Of Completion

Envelope Id: 9ABE5E33EB60440C8F2DE63432D6C1CA		Status: Completed
Subject: Complete with DocuSign: Special Permit Agreement Template - Zionsville Rotary Club Pickleball T...		
Source Envelope:		
Document Pages: 3	Signatures: 1	Envelope Originator:
Certificate Pages: 1	Initials: 0	Kenny Blickenstaff
AutoNav: Enabled		211 Main Street
Envelopeld Stamping: Enabled		San Francisco, CA 94105
Time Zone: (UTC-05:00) Eastern Time (US & Canada)		kblickenstaff@titaninvestmentmgmt.com
		IP Address: 107.216.167.64

Record Tracking

Status: Original	Holder: Kenny Blickenstaff	Location: DocuSign
11/20/2024 10:16:19 AM	kblickenstaff@titaninvestmentmgmt.com	

Signer Events	Signature	Timestamp
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Kenny Blickenstaff kblickenstaff@titaninvestmentmgmt.com Security Level: Email, Account Authentication (None)	DocuSigned by:  E8BD240EF034464... Signature Adoption: Pre-selected Style Using IP Address: 107.216.167.64	Sent: 11/20/2024 10:17:53 AM
		Viewed: 11/20/2024 10:18:01 AM
		Signed: 11/20/2024 10:18:41 AM

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

In Person Signer Events	Signature	Timestamp
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Editor Delivery Events	Status	Timestamp
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Agent Delivery Events	Status	Timestamp
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Intermediary Delivery Events	Status	Timestamp
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Certified Delivery Events	Status	Timestamp
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Carbon Copy Events	Status	Timestamp
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Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Envelope Sent	Hashed/Encrypted	11/20/2024 10:17:53 AM
Certified Delivered	Security Checked	11/20/2024 10:18:01 AM
Signing Complete	Security Checked	11/20/2024 10:18:41 AM
Completed	Security Checked	11/20/2024 10:18:41 AM

Payment Events	Status	Timestamps
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PROFESSIONAL SERVICES AGREEMENT CHANGE ORDER

Change Order # 3 Date 2 December 2024

"Stantec" Stantec Consulting Services Inc.
Stantec Project # 239000453
3901 Industrial Blvd., Indianapolis, IN 46254
Ph: (317) 388-1982
email: crystal.deboer@stantec.com

"Client" Town of Zionsville Board of Parks and Recreation
Client Project #
1100 W Oak Street, Zionsville, IN 46077
Ph: (317) 853-5410
email: jlogsdon@zionsville-in.gov

Project Name and Location: Town of Zionsville Board of Parks and Recreation: Starkey Park Monitoring

In accordance with the original Professional Services Agreement dated 25 May 2023 and Change Orders thereto, the Agreement changes as detailed below are hereby authorized.

Total fees this Change Order		2025 Monitoring	\$	3,700.00
Original agreement amount		2023 Monitoring	\$	3,300.00
Change Order Number	1	2023 Suppl. Planting	\$	2,250.00
Change Order Number	2	2024 Monitoring	\$	3,100.00
Change Order Number			\$	-
Change Order Number			\$	-
Total Agreement			\$	12,350.00

Effect on Schedule: Stantec will conduct the 2025 monitoring for the DNR FW-29131 mitigation located along Eagle Creek in Starkey Park. The 2025 field sampling protocol will mirror the 2023 protocol. The annual monitoring report will include site photographs and figures, site activity narrative, recommendations, and data relevant to the performance standards. Stantec will electronically submit an annual written report to the client for review prior to submitting to the agency. If applicable, a request for release will be included in the report. Stantec will attend one on-site agency meeting to facilitate site release. The approved report will be electronically submitted to the DNR Project Manager no later than December 31. The change order for 2025 monitoring is a fixed fee of \$3,700.

Payments shall be made in accordance with the original agreement terms. All other items and conditions of the original Agreement shall remain in full force and effect.

Stantec Consulting Services Inc.

Town of Zionsville Board of Parks and Recreation

Crystal DeBoer, Project Ecologist
Print Name and Title

, Park Board President
Print Name and Title

Signature

Signature

Date Signed:

Date Signed:

This Agreement is made and entered into effective May 25, 2023 (the "Agreement Date") by and between:

"Client"

Name: Town of Zionsville Board of Parks and Recreation
Address: 1100 W Oak Street, Zionsville, IN 46077
Phone: (317) 873-5410
Representative: John Stehr, Park Board President Email: jstehr@zionsville-in.gov

"Stantec"

Name: Stantec Consulting Services Inc.
Address: 3901 Industrial Blvd., Indianapolis, IN 46254
Phone: (317) 388-1982
Representative: Crystal Renskers, Senior Environmental Scientist/
Ecologist Email: Crystal.Renskers@stantec.com

Project Name (the "Project"):

Town of Zionsville Board of Parks and Recreation: Starkey Park Monitoring

DESCRIPTION OF WORK: Stantec shall render the services described in Attachment "A" (hereinafter called the "Services") in accordance with this Agreement. Stantec may, at its discretion and at any stage, engage subconsultants to perform all or any part of the Services. The Client and Stantec by written amendment to this Agreement may from time to time make changes to the Services. All changed work shall be carried out under this Agreement. The time for completion of the Services shall be adjusted accordingly.

COMPENSATION: Charges for the Services rendered will be made in accordance with the Contract Price indicated in Attachment "A", or, if no Contract Price is indicated, in accordance with Stantec's Schedule of Fees and Disbursements in effect from time to time as the Services are rendered.

Invoices shall be paid by the Client in the currency of the jurisdiction in which the Services are provided without deduction or setoff upon receipt. Failure to make any payment when due is a material breach of this Agreement and will entitle Stantec, at its option, to suspend or terminate this Agreement and the provision of the Services. Interest will accrue on accounts overdue by 45 days at the lesser of 1.5 percent per month (18 percent per annum) or the maximum legal rate of interest. The Client will make payment by Electronic Funds Transfer when requested by Stantec. If payment is requested by Stantec by Electronic Funds Transfer, Stantec shall provide including cybersecurity insurance.

REPRESENTATIVES: Each party shall designate in the space provided above a representative who is authorized to act on behalf of that party and receive notices under this Agreement. Such representatives have complete authority to act on behalf of their principals in respect to all matters arising under this Agreement.

NOTICES: All notices, consents, and approvals required to be given hereunder shall be in writing and shall be given to the representatives of each party. All notices required by this Agreement to be given by either party shall be deemed to be properly given and received within two (2) business days if made in writing to the other party by certified mail or email, addressed to the regular business address of such party as identified above.

CLIENT'S RESPONSIBILITIES: The Client shall provide to Stantec in writing, the Client's total requirements in connection with the Project, including the Project budget and time constraints. The Client shall make available to Stantec all relevant information or data pertinent to the Project which is required by Stantec to perform the Services. Stantec shall be entitled to rely upon the accuracy and completeness of all information and data furnished by the Client, including information and data originating with other consultants employed by the Client whether such consultants are engaged at the request of Stantec or otherwise. Where such information or data originates either with the Client or its consultants then Stantec shall not be responsible to the Client for the consequences of any error or omission contained therein.

When required by Stantec, the Client shall engage specialist consultants directly to perform items of work necessary to enable Stantec to carry out the Services. Whether arranged by the Client or Stantec, these services shall be deemed to be provided under direct contracts to the Client unless expressly provided otherwise.

The Client shall give prompt consideration to all documentation related to the Project prepared by Stantec and whenever prompt action is necessary shall inform Stantec of Client's decisions in such reasonable time so as not to delay the schedule for providing the Services.

When applicable, the Client shall arrange and make provision for Stantec's entry to the Project site as well as other public and private property as necessary for Stantec to perform the Services. The Client shall obtain any required approvals, licenses and permits from governmental or other authorities having jurisdiction over the Project so as not to delay Stantec in the performance of the Services.

STANTEC'S RESPONSIBILITIES: Stantec shall furnish the necessary qualified personnel to provide the Services. Stantec represents that it has access to the experience and capability necessary to and agrees to perform the Services with the reasonable skill and diligence required by customarily accepted professional practices and procedures normally provided in the performance of the Services at the time when and the location in which the Services were performed. This undertaking does not imply or guarantee a perfect Project and in the event of failure or partial failure of the product or the Services, Stantec will be liable only for its failure to exercise diligence, reasonable care, and professional skill. This standard of care is the sole and exclusive standard of care that will be applied to measure Stantec's performance. There are no other representations or warranties expressed or implied made by Stantec. In particular, but not by way of limitation, no implied warranty of merchantability or fitness for a particular purpose shall apply to the Services provided by Stantec nor shall Stantec warrant or guarantee economic, market or financial conditions, proforma projections, schedules for public agency approvals, or other factors beyond Stantec's reasonable control. Stantec does not warrant the Services to any third party.

In performing the Services under this Agreement, Stantec shall operate as and have the status of an independent contractor and shall not act as or be an employee of the Client.

TERMINATION: Either Stantec or Client may terminate this Agreement without cause upon forty-five (45) days' notice in writing. If either party breaches this Agreement, the non-defaulting party may terminate this Agreement after giving seven (7) days' notice to remedy the breach. On termination of this Agreement, the Client shall forthwith pay Stantec for the Services performed to the date of termination. Non-payment by the Client of Stantec's invoices within 30 days of Stantec rendering same is agreed to constitute a material breach of this Agreement and, upon written notice as prescribed above, the duties, obligations, and responsibilities of Stantec are terminated.

SUSPENSION OF SERVICES: If the project is suspended for more than sixty (60) calendar days in the aggregate, Stantec shall be compensated for services performed and charges incurred prior to receipt of notice to suspend and, upon resumption, an equitable adjustment in fees to accommodate the resulting demobilization and remobilization costs. In addition, there shall be an equitable adjustment in the project schedule based on the delay caused by the suspension. If the Project is suspended for more than ninety (90) days, Stantec may, at its option, terminate this agreement upon giving notice in writing to the Client.

ENVIRONMENTAL: Except as specifically described in this Agreement, Stantec's field investigation, laboratory testing and engineering recommendations will not address or evaluate pollution of soil or pollution of groundwater.

Where the Services include storm water pollution prevention (SWPP), sedimentation or erosion control plans, specifications, procedures or related construction observation or administrative field functions, Client acknowledges that such Services proposed or performed by Stantec are not guaranteed to provide complete SWPP, sedimentation or erosion control, capture all run off or siltation, that any physical works are to be constructed and maintained by the Client's contractor or others and that Stantec has no control over the ultimate effectiveness of any such works or procedures.

In the prosecution of work, Stantec will take reasonable precautions to avoid damage to subterranean structures or utilities. However, it is the responsibility of the Client to provide Stantec with assistance in locating underground structures and utilities in the vicinity of any construction, exploration, or investigation. Stantec shall also rely upon third party sources in order to determine the existence and location of any underground structures and utilities of any kind. The Client acknowledges and agrees that Stantec may rely on such third-party advice, so long as such third party is, in Stantec's and Client's opinion, a reasonable source for such information, without any requirement that Stantec shall make an independent evaluation or investigation of such underground structures and utilities. In the event that the information supplied by third parties is incorrect, the Client acknowledges that Stantec shall not be responsible for any damages done to any such underground structures or utilities.

BUILDING CODES, BYLAWS AND OTHER PUBLIC REGULATIONS: Stantec shall, to the best of its ability, interpret building codes, by-laws, and other public regulations as they apply to the Project and as they are published at the time Services commence. Furthermore, Stantec shall observe and comply with all applicable laws, ordinances, codes, and regulations of government agencies, including federal, state, provincial, municipal, and local governing bodies having jurisdiction over the conduct of the Services ("LAWS"). However, it is expressly acknowledged and agreed by the Client that as the Project progresses such building codes, by-laws, other public regulations, and LAWS may change or the interpretation of any public authority may differ from the interpretation of Stantec, through no fault of Stantec, and any extra costs

necessary to conform to such changes or interpretations during or after execution of the Services will be paid by the Client.

Stantec shall continue to provide equal employment opportunity to all qualified persons and to recruit, hire, train, promote and compensate persons in all jobs without regard to race, color, religion, sex, age, disability or national origin or any other basis prohibited by applicable laws.

COST AND SCHEDULE OF CONSTRUCTION WORK: In providing opinions of probable cost and project schedule, it is recognized that neither the Client nor Stantec has control over the costs of labor, equipment, or materials, or over the Contractor's methods of determining prices or time. The opinions of probable cost or project duration are based on Stantec's reasonable professional judgment and experience and do not constitute a warranty, express or implied, that the Contractors' bids, project schedules, or the negotiated price of the Work or schedule will not vary from the Client's budget or schedule or from any opinion of probable cost or project schedule prepared by Stantec. Exact costs and times will be determined only when bids have been received for the Project and when the construction work has been performed and payments finalized.

ADMINISTRATION OF CONSTRUCTION CONTRACTS: When applicable, Stantec shall provide field services during the construction of the Project only to the extent that such Services are included and defined in this Agreement. The performance of the construction contract is not Stantec's responsibility nor are Stantec's field services rendered for the construction contractor's benefit.

It is understood and agreed by the Client and Stantec that only work which has been seen during an examination by Stantec can be said to have been appraised and comments on the balance of any construction work are assumptions only.

When field services are provided by Stantec, the authority for general administration of the Project shall reside with Stantec only to the extent defined in this Agreement. In such case, Stantec shall coordinate the activities of other consultants employed by the Client, only to the extent that Stantec is empowered to do so by such other consultants' contracts with the Client.

Stantec shall not be responsible for any contractor's failure to carry out the work in accordance with the contract documents nor for the acts or omissions of any contractor, subcontractor, any of their agents or employees, or any other persons performing any of the work in connection with the Project. When field services are provided, no acceptance by Stantec of the work or services of a construction contractor or other consultants, whether express or implied, shall relieve such construction contractor or other consultants from their responsibilities to the Client for the proper performance of such work or services and further, Stantec shall not be responsible to the Client or to the construction contractor or to the other consultants for the means, methods, techniques, sequences, procedures and use of equipment of any nature whatsoever, whether reviewed by Stantec or not, which are employed by the construction contractor or the other consultants in executing, designing, or administering any phases of the Project, or for placing into operation any plant or equipment or for safety precautions and programs incidental thereto.

When field services are provided, Stantec will not be designated as the party responsible for the compliance by others on the construction work site with the purposes or requirements of applicable environmental, occupational health and safety, or similar legislation. The Client shall designate a responsible party, other than Stantec, for the coordination and performance of environmental, occupational health and safety activities on the construction work site as required by applicable legislation and associated regulations.

JOBSITE SAFETY: Neither the professional activities of Stantec, nor the presence of Stantec or its employees and subconsultants at a construction site, shall relieve the Client and any other entity of their obligations, duties and responsibilities with respect to job site safety. Subject only to applicable legislation, Stantec and its personnel have no authority to exercise any control over any construction contractor or other entity or their employees in connection with their work or any health or safety precautions.

LIMITATION OF LIABILITY: It is agreed that, to the fullest extent possible under the applicable law, the total amount of all claims (including any and all costs associated with such claims such as attorney and expert fees and interest) the Client may have against Stantec under this Agreement or arising from the performance or non-performance of the Services under any theory of law, including but not limited to claims for negligence, negligent misrepresentation and breach of contract, shall be strictly limited to the greater of the fees paid to Stantec for the Services or \$50,000. No claim may be brought against Stantec in contract or tort more than two (2) years after the cause of action arose. As the Client's sole and exclusive remedy under this Agreement any claim, demand or suit shall be directed and/or asserted only against Stantec and not against any of Stantec's employees, officers, or directors.

Stantec's liability with respect to any claims arising out of this Agreement shall be absolutely limited to direct damages arising out of the Services and Stantec shall bear no liability whatsoever for any consequential loss, injury or damage incurred by the Client, including but not limited to claims for loss of use, loss of profits and loss of markets.

In no event shall Stantec's obligation to pay damages of any kind exceed its proportionate share of liability for causing such damages.

DOCUMENTS: All documents prepared by Stantec or on behalf of Stantec in connection with the Project are instruments of service for the execution of the Project. Stantec retains the property and copyright in these documents, whether the Project is executed or not. Payment to Stantec of the compensation prescribed in this Agreement shall be a condition precedent to the Client's right to use documentation prepared by Stantec. These documents may not be used for any other purpose without the prior written agreement of Stantec. The Client shall have a permanent non-exclusive, royalty-free license to use any concept, product or process which is patentable or capable of trademark, produced by or resulting from the Services rendered by Stantec in connection with the Project, for the life of the Project. The Client shall not use, infringe upon, or appropriate such concepts, products or processes without the express written agreement of Stantec. In the event Stantec's documents are subsequently reused or modified in any material respect without the prior consent of Stantec, the Client agrees to indemnify Stantec from any claims advanced on account of said reuse or modification.

Any document produced by Stantec in relation to the Services is intended for the sole use of Client. The documents may not be relied upon by any other party without the express written consent of Stantec, which may be withheld at Stantec's discretion. Any such consent will provide no greater rights to the third party than those held by the Client under the contract and will only be authorized pursuant to the conditions of Stantec's standard form reliance letter.

Stantec cannot guarantee the authenticity, integrity or completeness of data files supplied in electronic format ("Electronic Files"). Electronic files will not contain stamps or seals, remain the property of Stantec, are not to be used for any purpose other than that for which they were transmitted, and are not to be retransmitted to a third party without Stantec's written consent.

PROJECT PROMOTION: Where the Client has control or influence over construction signage, press releases and/or other promotional information identifying the project ("Project Promotion"), the Client agrees to include Stantec in such Project Promotion.

FORCE MAJEURE: Any default in the performance of this Agreement caused by any of the following events and without fault or negligence on the part of the defaulting party shall not constitute a breach of contract: labor strikes, riots, war, acts of governmental authorities, unusually severe weather conditions or other natural catastrophe, disease, epidemic or pandemic, or any other cause beyond the reasonable control or contemplation of either party. Nothing herein relieves the Client of its obligation to pay Stantec for services rendered.

GOVERNING LAW: This Agreement shall be governed, construed, and enforced in accordance with the laws of the jurisdiction in which the majority of the Services are performed.

DISPUTE RESOLUTION: If requested in writing by either the Client or Stantec, the Client and Stantec shall attempt to resolve any dispute between them arising out of or in connection with this Agreement by entering into structured non-binding negotiations with the assistance of a mediator on a without prejudice basis. The mediator shall be appointed by agreement of the parties. The Parties agree that any actions under this Agreement will be brought in the appropriate court in the jurisdiction of Governing Law, or elsewhere by mutual agreement. Nothing herein however prevents Stantec from any exercising statutory lien rights or remedies in accordance with legislation where the project site is located.

ATTORNEYS FEES: In the event of a dispute hereunder, the prevailing party is entitled to recover from the other party all costs incurred by the prevailing party in enforcing this Agreement and prosecuting the dispute, including reasonable attorney's and expert's fees, whether incurred through formal legal proceedings or otherwise.

ASSIGNMENT AND SUCCESSORS: The Client shall not, without the prior written consent of Stantec, assign the benefit or in any way transfer the obligations of this Agreement or any part hereof. This Agreement shall inure to the benefit of and be binding upon the parties hereto, and except as otherwise provided herein, upon their executors, administrators, successors, and assigns.

PROTECTION OF PRIVACY LAWS: The parties acknowledge that information relating to an identified or identifiable person ("Personal Information") may be exchanged in the course of this Project pursuant to this Agreement.

The party disclosing Personal Information (the "Disclosing Party") warrants that it has all necessary authorizations and approvals required to process and disclose the Personal Information and to enable the party receiving the Personal Information (the "Receiving Party") to process it in performing the Services. The Disclosing Party will provide the Receiving Party with written notice containing the details of what Personal Information will be provided.

The Receiving Party will comply with any reasonable instruction from the Disclosing Party in respect of such Personal Information and implement appropriate technical and organization measures to protect the Personal Information against unauthorized or unlawful processing and accidental loss, theft, use, disclosure, destruction and/or damage.

The Receiving Party shall be permitted, upon prior written consent of the Disclosing Party, to transfer Personal Information outside the jurisdiction if required for performance of the Services provided that such transfers are in accordance with relevant and applicable requirements under applicable legislation. The Receiving Party shall provide the Disclosing Party with full cooperation and assistance in meeting its obligations under applicable privacy legislation, including in relation to the security of processing, the notification of Personal Information breaches, the notification of requests from individuals and Personal Information protection impact assessments.

On termination of this Agreement, the Receiving Party shall cease processing Personal Information and shall delete and destruct or return to the Disclosing Party (as the Disclosing Party may require) all Personal Information held or processed by the Receiving Party on the Disclosing Party's behalf. It is understood however, that the Receiving Party may need to keep a copy of all Personal Information for legal purposes and therefore it will continue to take reasonable steps to protect the Personal Information as outlined herein and will proceed with the destruction of the Personal Information within a reasonable period of time if there is no longer any legal justification to keep the Personal Information.

Nothing herein relieves either party from their responsibilities for compliance with applicable privacy legislation.

ENTIRE AGREEMENT: This Agreement constitutes the sole and entire agreement between the Client and Stantec relating to the Project and supersedes all prior agreements between them, whether written or oral respecting the subject matter hereof and no other terms, conditions, or warranties, whether express or implied, shall form a part hereof. This Agreement may be amended only by written instrument signed by both the Client and Stantec. All attachments referred to in this Agreement are incorporated herein by this reference; however, in the event of any conflict between attachments and the terms and conditions of this Agreement, the terms and conditions of this Agreement shall take precedence.

SEVERABILITY: If any term, condition, or covenant of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions of this Agreement shall be binding on the Client and Stantec.

CONTRA PROFERENTEM: The parties agree that in the event this Agreement is subject to interpretation or construction by a third party, such third party shall not construe this Agreement or any part of it against either party as the drafter of this Agreement.

BUSINESS PRACTICES: Each Party shall comply with all applicable laws, contractual requirements and mandatory or best practice guidance regarding improper or illegal payments, gifts or gratuities, and will not pay, promise to pay or authorize the payment of any money or anything of value, directly or indirectly, to any person (whether a government official or private individual) or entity for the purpose or illegally or improperly inducing a decision or obtaining or retaining business in connection with this Agreement or the Services.

THE PARTIES EXPRESSLY ACKNOWLEDGE THAT THIS AGREEMENT CONTAINS LIMITATION OF LIABILITY PROVISIONS RESTRICTING RIGHTS FOR THE RECOVERY OF DAMAGES.

The Parties, intending to be legally bound, have made, accepted, and executed this Agreement as of the Agreement Date noted above.

Town of Zionsville Board of Parks and Recreation

Stantec Consulting Services Inc.

John Stehr, Park Board President

Crystal Renskers, Senior Environmental
Scientist/Ecologist

Signature _____

Signature _____

Attached to and forming part of the Agreement BETWEEN:

Town of Zionsville Board of Parks and Recreation

(Hereinafter called the "Client")

- and -

Stantec Consulting Services Inc.

(Hereinafter called "Stantec")

EFFECTIVE: May 25, 2023

This Attachment details the Services, Contract Time, Contract Price, Additional Conditions and Additional Attachments forming part of the above-described Agreement.

SERVICES: Stantec shall perform the following Services:

See Attachment B

(Hereinafter called the "Services")

CONTRACT TIME: Commencement Date: Upon receipt of a fully executed agreement

Estimated Completion Date: TBD

CONTRACT PRICE: Subject to the terms below, Client will compensate Stantec as follows:

Fixed Fee: \$3,300.00

Project specific charges, such as subconsultants; travel, accommodations, and meals; project-specific printing of deliverables; consumables; usage charges for specialized field equipment and company-owned, leased, or rented project vehicles; external testing lab charges and other external services charges; specialized computer software costs; and other significant project-specific expenses will be invoiced in addition to labor fees.

Where not stated as being included in the fees, project specific subconsultant, contractor, lab and other similar third-party charges will be charged as invoiced to Stantec with a ten percent (10%) markup.

Unless otherwise noted, the fees in this agreement do not include any value added, sales, or other taxes that may be applied by Government on fees for services. Such taxes will be added to all invoices as required.

Where the Services or services conditions change, Stantec shall submit to the Client in a timely manner, documentation of the revisions to Attachment "A" adjusting the Contract Services Time and Price as required.

Unless otherwise specified, charges for Services are based on Stantec's hourly billing rate table ("Rate Table"), attached hereto. The Rate Table is subject to escalation from time to time. At a minimum, effective each January 1 during the term of this Agreement, Stantec's charges for Services shall escalate by either (a) the most current Consumer Price Index year over year percentage increase, not seasonally adjusted, for the preceding July, all items, as published by Statistics Canada (for Projects in Canada) plus 1.0%, or (b) the most current Consumer Price Index for All Urban Consumers (CPI-U) year over year percentage increase, not seasonally adjusted, for the preceding July, as published by the U.S. Bureau of Labor Statistics plus 1.0% (for all other projects).

PROFESSIONAL SERVICES AGREEMENT ATTACHMENT "A"

**ADDITIONAL
CONDITIONS:**

The following additional conditions shall be read in conjunction with and constitute part of this Agreement:

No additional conditions

COVID-19: The parties acknowledge the ongoing COVID-19 pandemic and agree that the CONTRACT PRICE and CONTRACT TIME are based on what is currently understood. Where conditions change, the parties may have further discussions to manage and mitigate the impact of this evolving situation on the Project.

**ADDITIONAL
ATTACHMENTS:**

The following additional attachments shall be read in conjunction with and constitute part of this Agreement:

Attachments B & C

**INSURANCE
REQUIREMENTS:**

Before any services are provided under this agreement, Stantec shall procure, and maintain insurance coverage during the term of this agreement, and shall name the Town of Zionsville and the Town of Zionsville Board of Parks and Recreation as additional insureds, except on professional liability and worker's compensation.

Project Name: Town of Zionsville Board of Parks and Recreation: Starkey Park Monitoring

Date: 4/26/2023

Project No.: 2390 TBD

Contact: Jarod Logsdon

Prepared By: Crystal Renskers

Stantec Consulting, Inc., appreciates the opportunity to provide the following scope of services at Starkey Park for the Town of Zionsville Board of Parks and Recreation, Boone County, Indiana for the Department of Natural Resources (DNR) Construction in a Floodway (CIF) mitigation project FW- 29131.

I. SERVICES DESCRIPTION AND OBJECTIVES:

A. Department of Natural Resources CIF Annual Monitoring, One Year (2023)

Stantec will conduct monitoring at the Indiana DNR CIF monitoring site located along Eagle Creek in Starkey Park as per the mitigation documentation provided by the client. Two (2) site inspections will occur during the 2023 growing season to assess the performance standards as set forth in the permit and the agency approved mitigation and monitoring plan. The annual monitoring report will include appropriate pictures of vegetative plantings, a narrative describing the activity accomplished to date, acres planted, number of and species planted, survival rates and any other performance standards. Relevant site maps, supporting documents, and recommendations to address any problems observed during the monitoring inspections will also be included in the report. Stantec will electronically submit an annual written report to the client for review prior to submitting to the agencies. The approved report will be electronically submitted to the DNR Project Manager no later than December 31 of each year.

Fixed Fee: \$3,300.00

Note: Supplemental native seeding and/or plantings or sign installation is not included within the scope of this contract. If they are deemed to be needed and services are requested by client, a change order will be provided at that time. Invasive species control is not included in this scope, however those services can also be provided if requested by client via a change order.

Town of Zionsville Board of Parks and Recreation: Starkey Park Monitoring		Stantec Fee
Task		
A	DNR CIF Monitoring, 2023	\$3,300.00
Total Estimated Project Cost		\$3,300.00

II. DELIVERABLES

A. Type of Deliverables

1. Two (2) mobilizations
2. One (1) monitoring report, annually, electronic submittal to client and DNR.

B. Scope of Deliverables

Included under Services Description and Objectives.

C. Key milestones and related interim Deliverables

Initial site visit by June 15, 2023.

Electronic submittal of report to client by November 15 of each monitoring year.

Electronic submittal of report to IDNR by December 31 of each monitoring year.

Task	Estimated Start Date	Estimated Completion Date
DNR CIF Monitoring, 2023	May 10, 2023	December 31, 2023

III. MAJOR ACTIVITIES AND TIMELINE (“Term” of the SOW):

Commencement Date:

Estimated: June 10, 2023

Completion Date:

Estimated: December 31, 2023

IV. INFORMATION/ FACILITIES/ RESPONSIBILITIES TO BE FURNISHED BY CLIENT:

The client will provide reasonable access to the site.

V. OTHER REQUIREMENTS OR SPECIAL CONDITIONS:

Stantec will notify the client of date of activity at least 24 hours prior to work commencing.

VI. TERMS OF PAYMENT

Payment is due within 45 days of invoice reception.

VII. OTHER CONSULTANT PARTICIPANTS: None



Attachment C: Contractor's Certificate

The Contractor, _____, in connection with entering into an Agreement with the Town of Zionsville, hereby certifies the following:

1. IRAN CERTIFICATION: Vendor hereby certifies, in accordance with Indiana Code § 5-22-16.5 et seq. and Indiana Code § 36-1-12-23, and as required under those Indiana Code sections, to have no engagement in investment activities in Iran as defined in the above cited statutes.
2. E-VERIFY: Pursuant to Indiana Code § 22-5-1.7 et seq., as the same may be amended from time to time (the "Indiana E-Verify Law") as incorporated hereby reference, Vendor shall enroll in and verify the work eligibility status of all newly hired employees through the E-Verify Program unless the E-Verify Program no longer exists. Vendor hereby affirms that it does not knowingly employ any unauthorized alien, as that term is used in Indiana Code § 22-5-1.7 et seq. Vendor shall provide the Town with documentation indicating that it has enrolled in and is participating in the E-Verify Program. Should Vendor subcontract for the performance of any work under and pursuant to this Contract, it shall fully comply with the Indiana E-Verify Law as regards to each subcontractor. Should the Vendor or any subcontractor violate the Indiana E-Verify Law, the Town may require a cure of such violation and thereafter, if no timely cure is performed, terminate this Contract in accordance with either the provisions hereof or those set forth in the Indiana E-Verify Law.
3. ANTI-DISCRIMINATION: Vendor, in accordance with Indiana Code § 22-9-1-10, as a Vendor with a political subdivision, agrees not to discriminate against any employee or applicant for employment to be employed in the performance of this contract, with respect to the employee's or applicant's hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of the employee's or applicant's race, religion, color, sex, sexual orientation, gender identity, disability, national origin, veteran status or ancestry or any other characteristic protected by applicable law.
4. ALTERATIONS: No alterations or modifications of this Agreement shall be effective unless the modification is in writing and signed by the parties.
5. SUPPLEMENT: The certifications provided by the Contractor herein are a supplement to any prior Agreement entered into between the Contractor and the Town of Zionsville.

Town of Zionsville

By: _____
Mayor, Town of Zionsville, Indiana

Dated: _____

Printed Name

Stantec Consulting Services Inc.

By: _____
Senior Environmental Scientist/Ecologist

Dated: _____

Printed Name

**RESOLUTION NO. 2025-01
OF THE ZIONSVILLE BOARD OF PARKS AND RECREATION**

**A RESOLUTION APPROVING THE 2025 PARKS AND RECREATION IMPACT FEE
SPENDING PLAN**

WHEREAS, pursuant to Ind. Code § 36-7-4-1300 *et seq.* the Town of Zionsville has established a Parks and Recreation Impact Fee (“PRIF”), the proceeds of which are to be spent on parks and recreation infrastructure projects; and

WHEREAS, in order to establish a strategy for the highest and best use of the PRIF proceeds, while at the same time enhancing public transparency, the Zionsville Board of Parks and Recreation now desires to review and approve an annual plan for expending PRIF funds in 2025.

NOW, THEREFORE, BE IT RESOLVED by the Zionsville Board of Parks and Recreation:

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

Section 2. The Zionsville Board of Parks and Recreation hereby adopts and approves the 2025 PRIF spending plan set forth in Exhibit A, which is attached hereto and incorporated herein by this reference.

SO RESOLVED, by the Zionsville Board of Parks and Recreation this _____ day of _____ 2025, by a vote of _____ in favor and _____ opposed.

ZIONSVILLE BOARD OF PARKS AND RECREATION

	YEA	NAY

ATTEST:

Secretary

Exhibit A



ZIONSVILLE

PARKS & RECREATION
5-YEAR PARKS MASTER PLAN
2023 - 2028

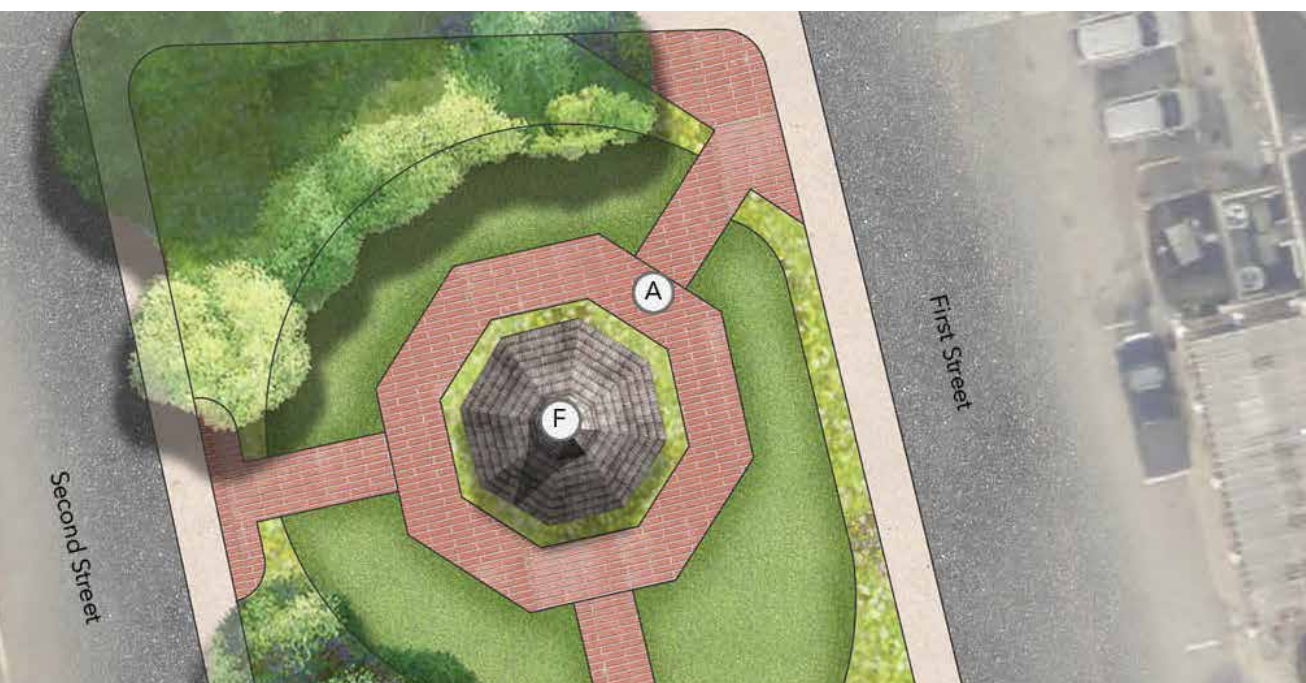
ACTION PLAN

2023		
Category	Park	Action Item
Land Acquisition	Carpenter Nature Preserve Land Purchase*	Land Acquisition
Capital Project	Carpenter Nature Preserve - Phase 1	Construction Documents, Construction
Capital Project	Lincoln Park Improvements	Design Development, Construction
Capital Project	Elm Street Green Canoe Launch	Design Development, Construction
ADA	ADA Improvements	Annual maintenance
Life Cycle Maintenance	Mulberry Fields Shelters	Stain/paint and seal
Life Cycle Maintenance	Mulberry Fields Boardwalk	Stain/seal
Life Cycle Maintenance	Starkey Nature Park - Parking Lot	Crack seal
TOTAL		



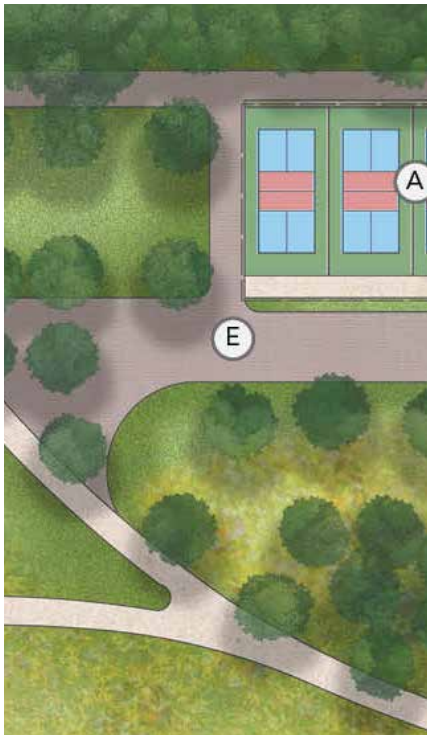
	Estimated Cost Low	Estimated Cost High	Funding Source
	\$5,500,000.00*	\$6,500,000.00*	IDNR Next Level Conservation Trust Fund, Bond, General Funds
	\$3,000,000.00	\$4,500,000.00	IDNR LWCF, Bond, General Funds, Park Impact Fee, Lily Endowment, Vectren Foundation, Community Foundation of Boone County, Duke Energy Foundation
Construction	\$500,000.00	\$750,000.00	General Funds, Park Impact Fee
Construction	\$25,000.00	\$50,000.00	General Funds, Park Impact Fee
	\$50,000.00	\$100,000.00	General Funds
	\$15,000.00	\$30,000.00	General Funds
	\$5,000.00	\$10,000.00	General Funds
	\$40,000.00	\$45,000.00	General Funds
	\$3,635,000.00*	\$5,485,000.00*	

* Total does not include land acquisition for Carpenter Nature Preserve.

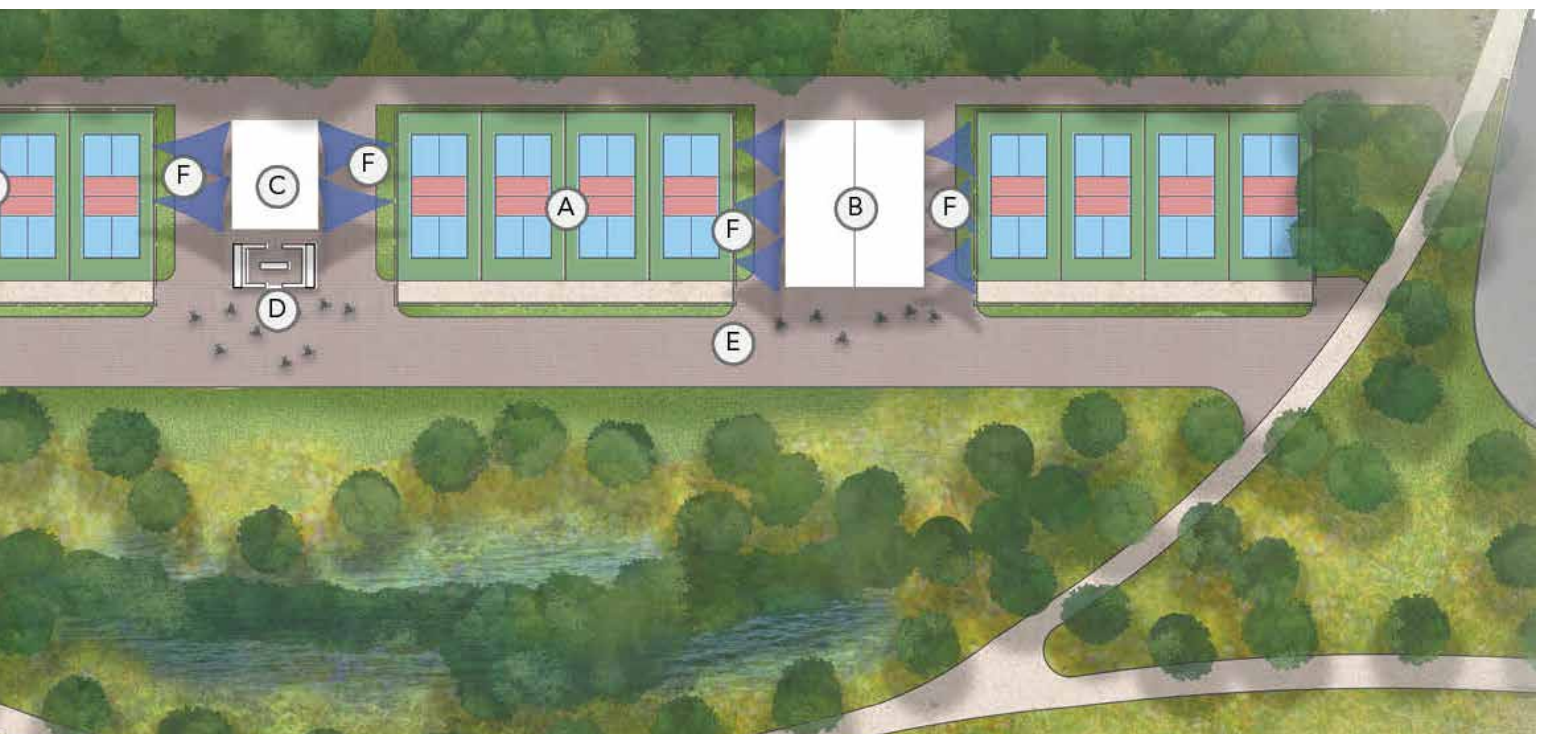


ACTION PLAN

2024		
Category	Park	Action Item
Capital Project	Starkey Nature Park Parking Lot	Construction Documents, Construction
Capital Project	Mulberry Fields Pickleball Courts Phase 2 (with Restroom Building)	Construction Documents, Construction
ADA	ADA Improvements	Annual maintenance
Life Cycle Maintenance	Zion Nature Sanctuary Repair and Improvements	Stain/paint and seal
Life Cycle Maintenance	Heritage Trail Park - Paths	Crack seal
TOTAL		



	Estimated Cost Low	Estimated Cost High	Funding Source
	\$300,000.00	\$500,000.00	General Funds
	\$1,750,000.00	\$3,500,000.00	IDNR LWCF, Bond, General Funds, Park Impact Fee, Lily Endowment, Vectren Foundation, Community Foundation of Boone County, Duke Energy Foundation
	\$50,000.00	\$100,000.00	General Funds
	\$100,000.00	\$200,000.00	General Funds
	\$25,000.00	\$40,000.00	General Funds
	\$2,225,000.00	\$4,340,000.00	



ACTION PLAN

2025		
Category	Park	Action Item
Capital Project	Zionsville Golf Course Clubhouse and Drainage Improvements	Construction Documents, Construction
Capital Project	Creekside Nature Park Entrance	Construction Documents, Construction
ADA	ADA Improvements	Annual maintenance
Life Cycle Maintenance	Zionsville Golf Course - Parking Lot	Crack seal, resurface
Life Cycle Maintenance	Zion Nature Sanctuary Repair and Improvements	Stain/paint and seal
Life Cycle Maintenance	Creekside Nature Park - Parking Lot and Paths	Crack seal, resurface
TOTAL		



	Estimated Cost Low	Estimated Cost High	Funding Source
	\$2,500,000.00	\$4,000,000.00	IDNR LWCF, Bond, General Funds, Park Impact Fee, Lily Endowment, Vectren Foundation, Community Foundation of Boone County, Duke Energy Foundation
	\$50,000.00	\$150,000.00	Bond, General Funds, Park Impact Fee
	\$50,000.00	\$100,000.00	General Funds
	\$100,000.00	\$175,000.00	
	\$150,000.00	\$500,000.00	General Funds
	\$150,000.00	\$200,000.00	General Funds
	\$3,000,000.00	\$5,125,000.00	



ACTION PLAN

2026		
Category	Park	Action Item
Capital Project	Holliday Nature Sanctuary	Construction Documents, Construction
Capital Project	Vacant Holliday Road/Pleasant View Rd. Trail	Construction Documents, Construction
ADA	ADA Improvements	Annual maintenance
Life Cycle Maintenance	Turkeyfoot Nature Park - Bridge Repairs	Structure repairs
Life Cycle Maintenance	Elm Street Green - Parking Lot and Paths	Crack seal, resurface
TOTAL		

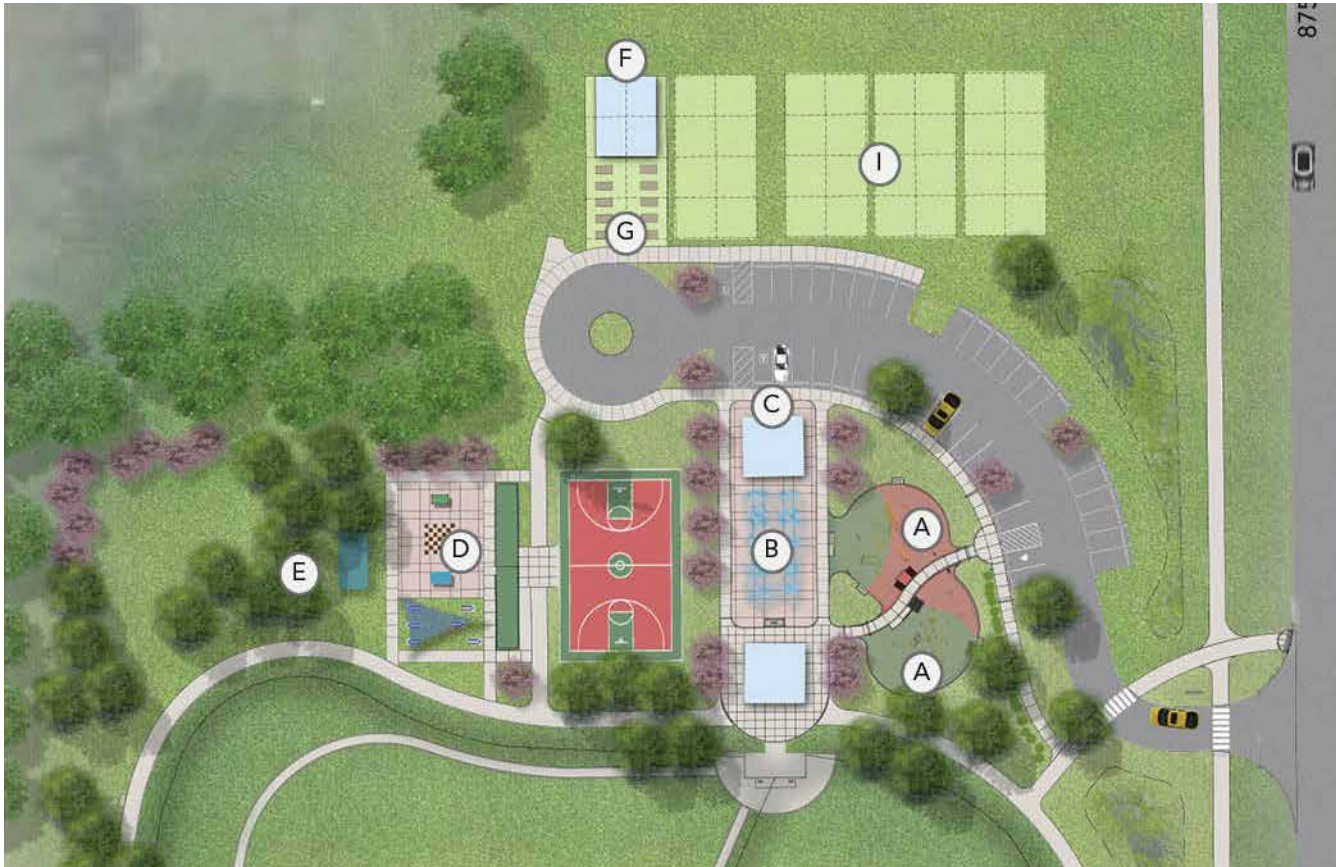


	Estimated Cost Low	Estimated Cost High	Funding Source
	\$750,000.00	\$1,150,000.00	IDNR LWCF, Bond, General Funds, Park Impact Fee, Lily Endowment, Vectren Foundation, Community Foundation of Boone County, Duke Energy Foundation
	\$500,000.00	\$1,000,000.00	Bond, General Funds, Park Impact Fee
	\$50,000.00	\$100,000.00	General Funds
	\$250,000.00	\$500,000.00	General Funds
	\$275,000.00	\$400,000.00	General Funds
	\$1,825,000.00	\$3,150,000.00	



ACTION PLAN

2027		
Category	Park	Action Item
Capital Project	Heritage Trail Park Splash Plaza, Restroom and Hammock Park with Outdoor Fitness Equipment	Construction Documents, Construction
Capital Project	Carter Station Pathway Improvement and Overlooks	Construction Documents, Construction
Capital Project	American Legion Trail Crossing	Construction Documents, Construction
ADA	ADA Improvements	Annual maintenance
Life Cycle Maintenance	American Legion Trail Crossing - Parking and Paths	Crack seal, resurface
TOTAL		



	Estimated Cost Low	Estimated Cost High	Funding Source
	\$1,500,000.00	\$3,000,000.00	General Funds, Park Impact Fee, Lily Endowment, Vectren Foundation, Community Foundation of Boone County, Duke Energy Foundation
	\$350,000.00	\$750,000.00	Bond, General Funds, Park Impact Fee
	\$150,000.00	\$250,000.00	General Funds, Lily Endowment, Vectren Foundation, Community Foundation of Boone County, Duke Energy Foundation
	\$50,000.00	\$100,000.00	General Funds
	\$75,000.00	\$150,000.00	General Funds
	\$2,125,000.00	\$4,250,000.00	



ACTION PLAN

Long Term		
Category	Park	Action Item
Capital Project	Carpenter Nature Preserve - Phase 2 and Nature Center	Construction Documents, Construction
Capital Project	Overley-Worman Park Splash Pad & Restroom Building	Construction Documents, Construction
Capital Project	Mulberry Fields Pickleball Courts - Phase 3 and Shelter/Storage Building	Construction Documents, Construction
Capital Project	Caito Nature Park	Construction Documents, Construction
Life Cycle Maintenance	Tennis Court (at Lions Park)	Replace or mill and resurface
Life Cycle Maintenance	Turkeyfoot Nature Park - Parking Lot and Paths	Crack seal, resurface
Life Cycle Maintenance	Mulberry Fields - Parking Lot	Crack seal, resurface



	Estimated Cost Low	Estimated Cost High	Funding Source
	\$6,500,000.00	\$8,500,000.00	IDNR LWCF, General Funds, Park Impact Fee, Lily Endowment, Vectren Foundation, Community Foundation of Boone County, Duke Energy Foundation
	\$2,000,000.00	\$3,500,000.00	Bond, General Funds, Park Impact Fee
	\$600,000.00	\$750,000.00	General Funds, Park Impact Fee, Lily Endowment, Vectren Foundation, Community Foundation of Boone County, Duke Energy Foundation
	\$1,000,000.00	\$1,500,000.00	IDNR LWCF, General Funds, Park Impact Fee, Lily Endowment, Vectren Foundation, Community Foundation of Boone County, Duke Energy Foundation
e	\$130,000.00	\$225,000.00	General Funds
	\$200,000.00	\$250,000.00	General Funds
	\$60,000.00	\$75,000.00	General Funds



Town of Zionsville Parks and Recreation Impact Fee Utilization Plan

Last Updated January 2025

Latest Population Data- (Census Data July 1, 2023)

32,534

2012 Impact Fee Eligible Amenities

Indicated in green

Amenity	2011 Target Ratios	2024 Existing	2024 Target Ratio (2011 Target Ratio Formula)	2024 Surplus/Deficit	2024 Amenity Eligible for 2011 PIF Funds
Population (2023 est.)		32,534			
Park Acreage	15 acres/1,000 people	715	488.01	226.99	-226.99
Hard Surface Trail Miles	1 mile/6,000 people	22	5.42	16.58	
Baseball/ softball fields	1 field/10,000 people	0	3.25	(3.25)	3.25
Basketball Courts	1 court/5,000 people	2.5	6.51	(4.01)	4.01

Multi-use Fields	1 field/3,500 people	8	9.30	(1.30)	1.30
Soccer Fields	1 field/10,000 people	0.00	3.25	(3.25)	3.25
Restroom Buildings	1 building/8,000 people	2	4.07	(2.07)	2.07
Shelters/ Pavilions	1 shelter/4,000 people	5	8.13	(3.13)	3.13
Sun Shelter	1 shelter/3,500 people	9.00	9.30	(0.30)	0.30
Playgrounds	1 playground/10,000 people	5	3.25	1.75	
Tennis Courts	1 court/15,000 people	0	2.17	(2.17)	2.17
Pickleball Courts	NA	4	NA	NA	NA
Skate Park	1 park/28,000 people	1	1.16	(0.16)	0.16
Skate Spot	1 spot/25,000 people	0	1.30	(1.30)	1.30
Spray Park	1 park/25,000 people	1	1.30	(0.30)	0.30
Canoe Launch	1 launch/25,000 people	1	1.30	(0.30)	0.30

Fishing Access	1 access/7,000 people	5	4.65	0.35	
Dog Park	1 park/30,000 people	1	1.08	(0.08)	0.08
Outdoor Fitness Court	NA	1	NA	NA	NA
Mountain Bike Trails	NA	1	NA	NA	NA
Rustic Trails	1 mile/4,500 people	7.09	7.23	(0.14)	0.14
Interpretive Center	1 center/50,000 people	5,230	0.65	5229.35	
Community Center	1 bldg./25,000 people	0	1.30	(1.30)	1.30
Community Room	NA	7,840	NA	NA	NA
Concession Building	1 bldg./30,000 people	0	1.08	(1.08)	1.08
Office/Storage Facilities	1 facility/25,000 people	5	1.30	3.70	
Maintenance Facilities (Hub)	1 facility/25,000 people	1	1.30	(0.30)	0.30

Maintenance Facilities (Satellite)	1 facility/20,000 people	1	1.63	(0.63)	0.63
Parking Spaces	0.5 space/1 acre park	293	357.50	(64.50)	64.5
Community Garden Beds	1 garden/7,000 people	5	4.65	0.35	
Native Plantings	1 acre/2,000 people	32.05	16.27	15.78	

2022 Impact Fee Eligible Amenities

Indicated in green

Population (2023 est.)		32,534			
Park Acreage	16.5 acres/1,000 people	805	536.81	268.19	
Hard Surface Trail Miles	1 mile/6,000 people	20	5.42	14.58	
Baseball/ softball fields	NA	0	NA	NA	

Basketball Courts	1 court/5,000 people	2.5	6.51	(4.01)	4.01
Multi-use Fields	1 field/3,500 people	8	9.30	(1.30)	1.30
Soccer Fields	NA	0.00	NA	NA	
Restroom Buildings	1 building/8,000 people	2	4.07	(2.07)	2.07
Shelters/ Pavilions	1 shelter/4,000 people	8	8.13	(0.13)	0.13
Sun Shelter	1 shelter/3,500 people	9.00	9.30	(0.30)	0.30
Playgrounds	1 playground/10,000 people	6	3.25	2.75	
Tennis Courts	1 court/15,000 people	0	2.17	(2.17)	2.17
Pickleball Courts	1 court/10,000 people	4	NA	NA	
Skate Park	1 park/28,000 people	1	1.16	(0.16)	0.16
Skate Spot	NA	0	NA	NA	NA
Spray Park	1 park/25,000 people	1	1.30	(0.30)	0.30

Canoe Launch	1 launch/25,000 people	1	1.30	(0.30)	0.30
Fishing Access	1 access/7,000 people	5	4.65	0.35	
Dog Park	1 park/30,000 people	1	1.08	(0.08)	0.08
Outdoor Fitness Court	1 court/27,500 people	1	NA	NA	
Mountain Bike Trails	1 mile/13,750 people	1	NA	NA	
Rustic Trails	1 mile/4,500 people	7.09	7.23	(0.14)	0.14 miles
Interpretive Center	5,230 s.f./50,000 people	5,230	3403.06	1826.94	
Community Center	17,600 s.f./25,000 people	0	22903.94	(22903.94)	22903.94
Community Room	5,000 s.f./25,000 people	7,840	NA	NA	
Concession Building	NA	0	NA	NA	
Office/Storage Facilities	1 facility/25,000 people	5	1.30	3.70	

Maintenance Facilities	1 facility/13,500 people	2	2.41	(0.41)	0.41
Maintenance Facilities (Satellite)	NA	1	NA	NA	
Parking Spaces	0.5 space/1 acre park	293	402.50	(109.50)	109.50
Community Garden Beds	1 garden/7,000 people	5	4.65	0.35	
Native Plantings	1 acre/2,000 people	32.05	16.27	15.78	

2012 Impact Fee Utilization

2024 End of Year Fund Balance- \$2,014,713.85

2024 Annual Revenue Estimate- \$0.00

2025 budget request indicated in yellow

Amenity	Action Plan Year	Budget Year	Amenity Funded	Estimated Expenditure
CNP Restroom	2023	2025	1.0	980,000.00
Mulberry Fields Concession Stand	2024	2025	1.0	980,000.00
2025 CNP + MF Contingency		2025	2%	54,713.85

2022 Impact Fee Utilization

2024 End of Year Fund Balance- \$776,030.00

2024 Annual Revenue Estimate- \$400,000.00

2025 Budget Request indicated in yellow

Amenity	Action Plan Year	Budget Year	Amenity Funded	Estimated Expenditure
CNP Rustic Trails	2023	2025	0.14	25,000.00
CNP Sun Shelter	2023	2025	0.3	12,000.00
CNP Parking Lot	2023	2025	25	150,000.00
CNP Restroom Contingency		2025	8%	160,000.00
Holliday Nature Sanctuary Parking	2026	2028	25	150,000.00
Heritage Trail Park Splash Pad	2027	2029	0.3	180,000.00
Heritage Trail Park Restroom	2027	2029	1.0	980,000.00
Mulberry Fields Pickleball Shelter	Long Term	2030	0.13	5,200.00
Overley-Worman Park Restroom	Long Term	N/A	0.07	68,600.00
Caito Nature Park	Long Term	N/A	TBD	TBD

SUPPLEMENTAL AGREEMENT NO. 1

THIS SUPPLEMENTAL AGREEMENT, made and entered into this _____ day of _____, 2025, by and between Town of Zionsville Board of Parks and Recreation, hereinafter referred to as the "OWNER", and BUTLER, FAIRMAN and SEUFERT, INC., hereinafter referred to as the "ENGINEER."

WITNESSETH

WHEREAS, on January 23, 2024 the OWNER entered into an Agreement with the ENGINEER for services required for development of Contract Plans for the construction of Turkey Foot Trail Pedestrian Bridge Approach Replacement and Design (Engineer Project No. 718400.0000).

WHEREAS, part-time construction inspection fees for the Project are listed as "To Be Determined" in Appendix "D" Section A-3 of the January 23, 2024 Agreement.

NOW, THEREFORE, the parties agree that the January 23, 2024, Agreement be modified by this Supplemental Agreement; therefore, the compensation for these revisions shall be added to the Agreement increasing the amount by \$30,000.00 from \$97,230.00 to an amount not-to-exceed \$127,230.00.

A summary of the updated fee is included as Supplemental Agreement No. 1 Attachment "A".

IN TESTIMONY WHEREOF, the parties hereto have executed this Supplemental Agreement.

ENGINEER:

BUTLER, FAIRMAN and SEUFERT, INC.


Jeremy L. Books, PE, Executive V.P.

OWNER

Zionsville Board of Parks & Recreation
ZIONSVILLE, INDIANA

President - Town of Zionsville Board of Parks
and Recreation

Attachment "A"

Table of Supplementary Costs

	<i>Original</i>	<i>Supplemental Agreement No. 1</i>	<i>Total</i>
	01/23/2024	2025	
<i>Original Agreement</i>			
<i>Turkey Foot Pedestrian Bridge Approach Replacement Design</i>	\$97,230.00		
<i>Supplement No. 1</i>			
<i>Construction Inspection</i>		\$30,000.00	
<i>Total Project Budget</i>	\$97,230.00	\$30,000.00	\$127,230.00

RESOLUTION NO. 2024-07

**A RESOLUTION REQUESTING THE FINANCING AND CONSTRUCTION OF CERTAIN
INFRASTRUCTURE OR OTHER IMPACT ZONE IMPROVEMENTS IN LIEU OF AND AS A
CREDIT AGAINST THE PAYMENT OF PARKS AND RECREATION IMPACT FEES ("PRIF")
AND APPROVING A PRIF CREDIT AGREEMENT**

WHEREAS, Ind. Code §§ 36-7-4-1313, 1335 permits the application of a credit against the payment of impact fees for persons who construct or provide certain infrastructure or other improvements of a type for which a unit imposes an impact fee in an impact zone; and,

WHEREAS, Zionsville Town Code § 98.19 permits the Zionsville Board of Parks and Recreation ("Board") to request that any person otherwise required to pay PRIF to instead finance, construct, and dedicate certain infrastructure or improvements in the Parks and Recreation Infrastructure Impact Zone ("Impact Zone") located within Zionsville, Indiana and over which the Town of Zionsville, Indiana ("Town") exercises planning and zoning jurisdiction; and,

WHEREAS, Zionsville Town Code § 98.19 also permits the Board to determine the amount of PRIF credit any person requested to finance, construct, and dedicate certain infrastructure or improvements in the Impact Zone in lieu of PRIF payment shall receive, and to memorialize this determination in a credit agreement ("Credit Agreement"); and,

WHEREAS, PRIF in the amount of One Million Sixty One Thousand Three Hundred Nineteen Dollars (\$1,061,319.00) is due and owing by Wild Air Land Development, LLC, an Indiana limited liability company, ("Wild Air") to the Town by virtue of certain improvements identified on attached Exhibit A (the "Targeted PRIF"); and,

WHEREAS, the Board now desires to request that Wild Air, finance and construct, not later than two years from the date on which this Resolution is approved by the Board (the "End Date"), those certain infrastructure and improvements set forth on attached Exhibit B, the same being incorporated herein by this reference, in exchange for a PRIF credit the Board has determined should be in the amount of exactly One Million Sixty One Thousand Three Hundred Nineteen Dollars (\$1,061,319.00); and,

WHEREAS, Wild Air shall execute and return to the Board the Credit Agreement set forth on attached Exhibit C, the same being incorporated herein by this reference, prior to the issuance of the improvement location fee for that certain improvement identified on attached Exhibit A; and,

WHEREAS, Wild Air covenants that the infrastructure and improvements constructed in Archer Park as set forth in Exhibit B shall remain open to the public for their use and enjoyment in perpetuity; and,

WHEREAS, Wild Air shall maintain, repair and replace the infrastructure and improvements within Archer Park as set forth in attached Exhibit D and to the satisfaction of the Board, in perpetuity; and,

WHEREAS, Wild Air shall comply with the conditions related to Archer Park as set forth in attached Exhibit E; and

WHEREAS, Wild Air's obligation to pay the Targeted PRIF to the Town shall be held in abeyance until the earlier of the acceptance by the Board, in its sole discretion, of the infrastructure or improvements set forth on attached Exhibit A ("Board Acceptance") or the End Date. Upon Board Acceptance, the Town shall promptly enter the credit identified herein against Wild Air's Targeted PRIF obligations. If Board Acceptance does not occur by the End Date, no

credit shall be entered against the Targeted PRIF and the same shall thereafter become immediately due and owing to the Town, plus 8% interest.

NOW, THEREFORE, BE IT RESOLVED by the Zionsville Board of Parks and Recreation as follows:

1. The foregoing Recitals are incorporated herein by this reference.
2. The Board hereby approves the Credit Agreement in the form as set forth in attached Exhibit C.
3. Jarod Logsdon, on behalf of the Board, is hereby authorized and directed to take such actions as are lawful, necessary, and proper to effectuate the transaction approved by this Resolution.

SO RESOLVED.

Approved and adopted this ____ day of _____ 2024.

ZIONSVILLE BOARD OF PARKS AND RECREATION
ZIONSVILLE, INDIANA

President

Member

Member

Member

Member

Member

Member

ATTEST:

Secretary

EXHIBIT A

Wild Air

289 Multifamily Units Located
at Marysville Crossing

386 Single-Family Homes
Located at Saddleridge
Estates, Oakview Park, Wild
Air Trails, and Legacy Woods

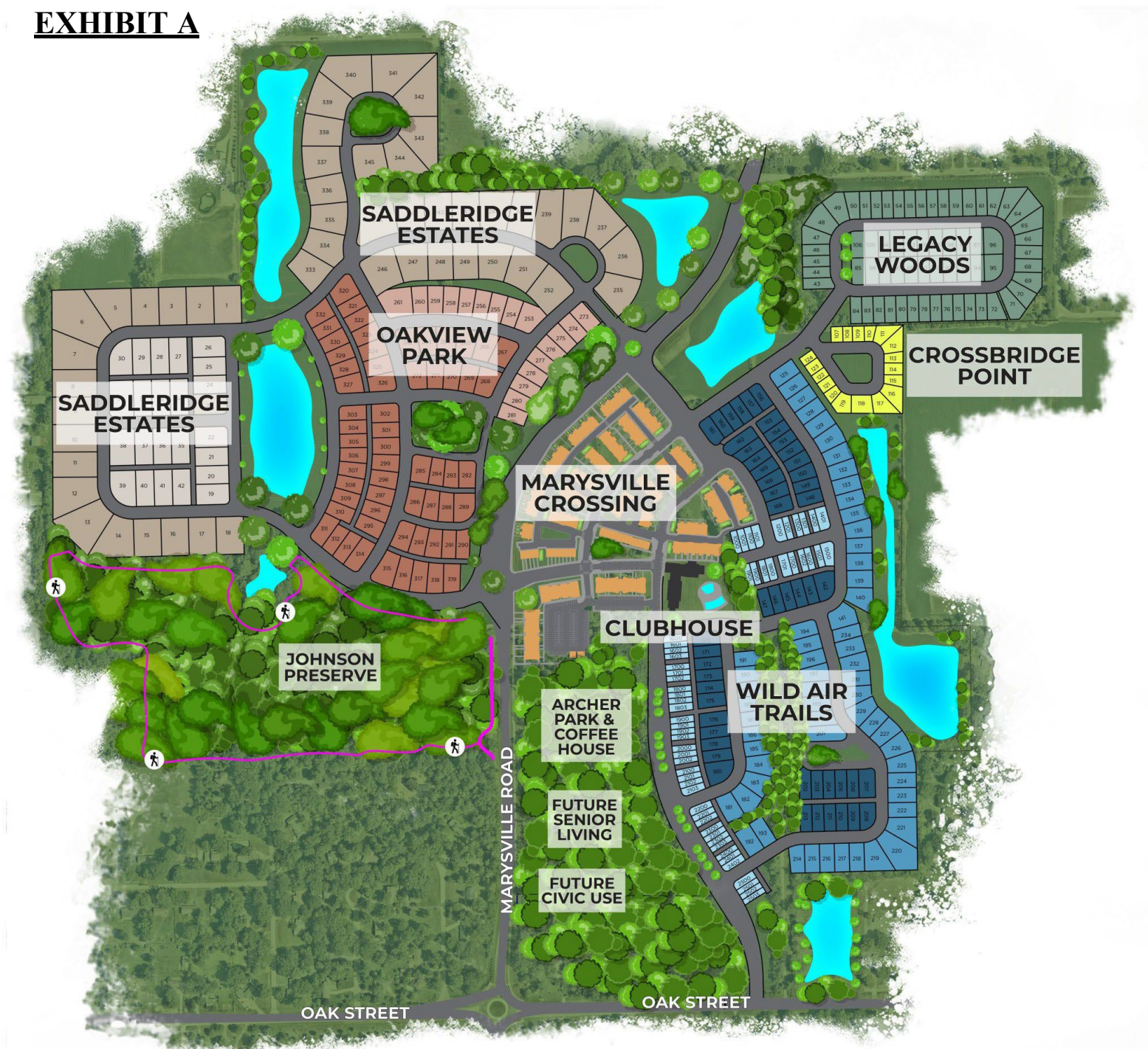
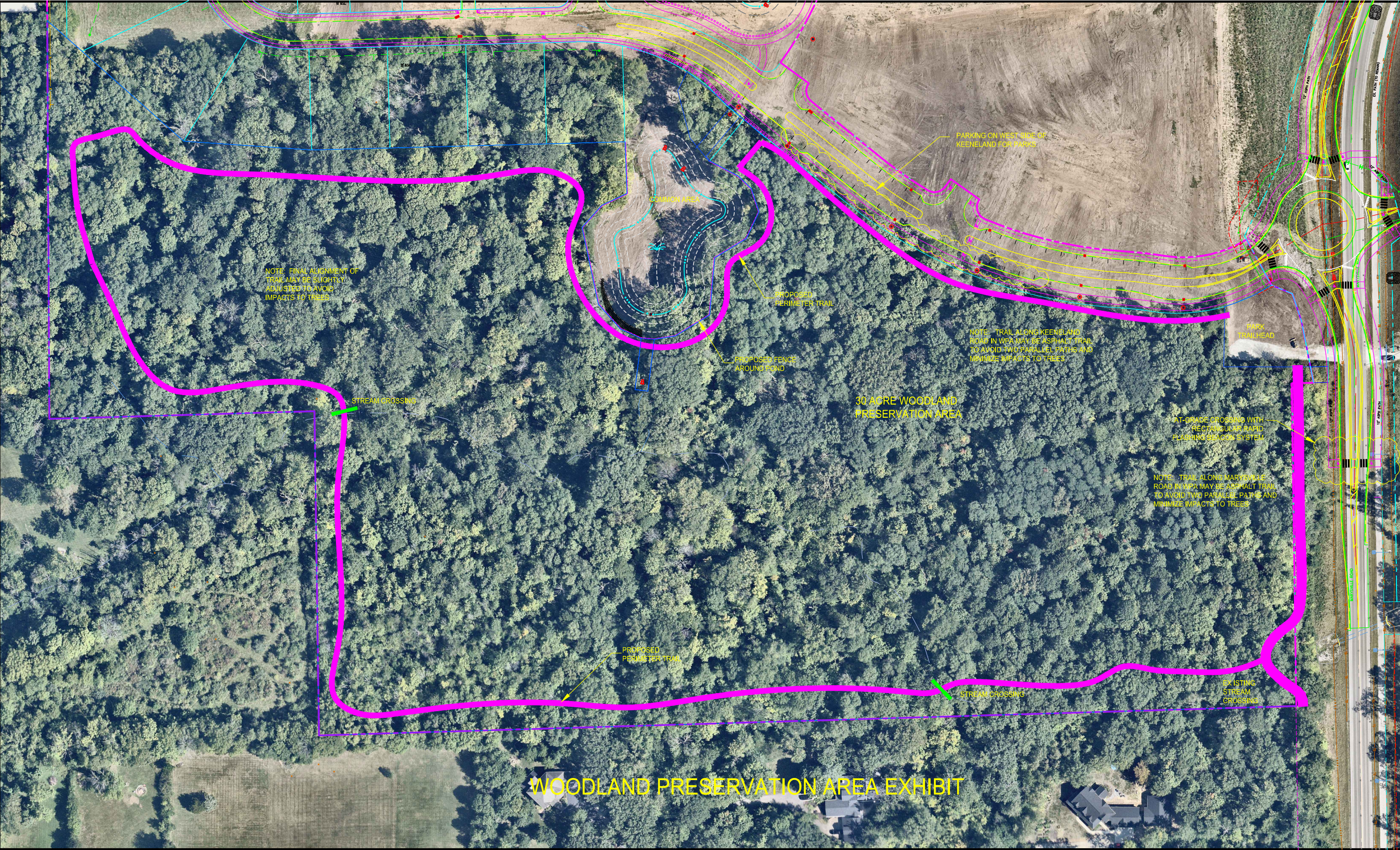
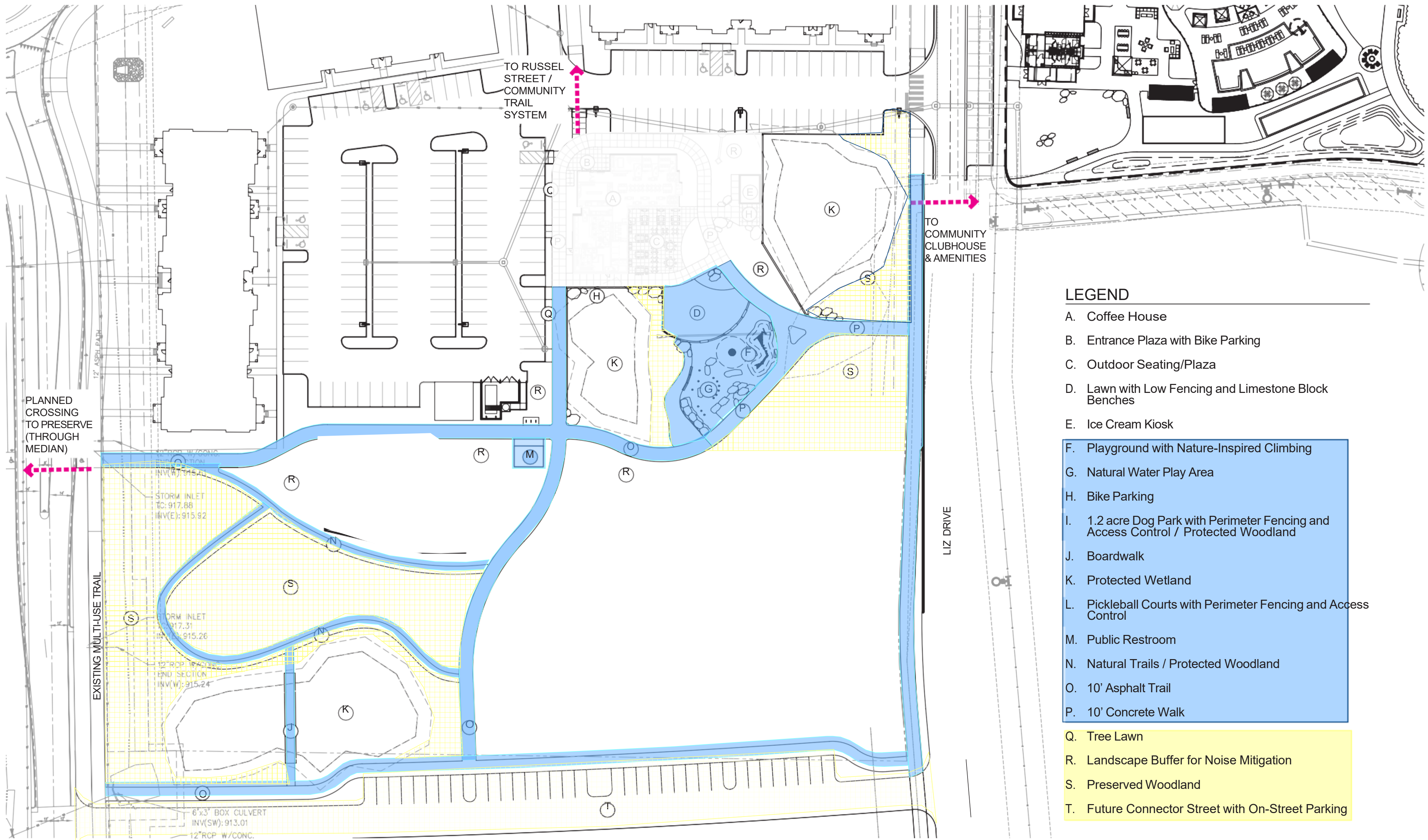


EXHIBIT B

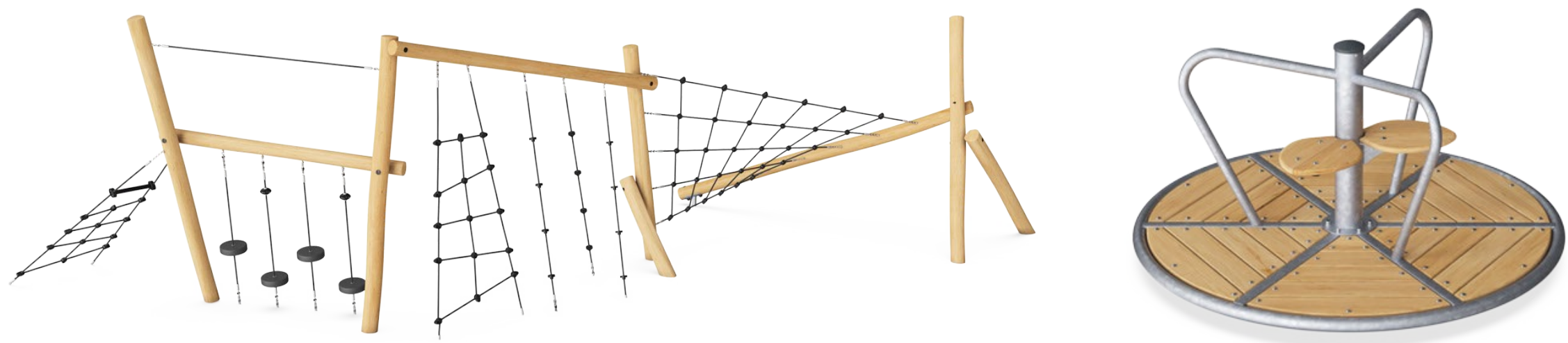
Wild Air - Park Amenities			
Description	Sub Total	Area Total	Notes
The Woods of Elizabeth & Sylvester Johnson of Wild Air Farms	\$	514,310.00	
Stone Path with Culverts	\$ 338,310.00		Approx. 5,650 linear feet
Park Trailhead	\$ 50,000.00		
Signage	\$ 15,000.00		
Parking on West Side of Keeneland	\$ 29,000.00		
Fence Around Pond	\$ 32,000.00		
Landscape	\$ 50,000.00		
Archer Park	\$	1,064,025.00	
Multi-Use Trails			Estimated acreage of planned improvements in perpetual public easement: 2.06 acres
Asphalt Paths	\$ 86,350.00		
Concrete Sidewalks	\$ 62,816.00		
Stone Paths	\$ 78,855.00		
Boardwalks	\$ 80,025.00		
Public Restrooms	\$ 221,710.00		
Access Road/Parking			
Utilites	\$ 71,750.00		
Drive Lanes	\$ 90,389.00		
Parking	\$ 27,989.00		
Curb/Gutter	\$ 27,651.00		
Lighting	\$ 35,000.00		
Playground	\$ 116,530.00		
Splash Pad	\$ 45,000.00		
Cleanup, Seed, & Plantings	\$ 92,460.00		
Benches, Trash Recepticals, Etc	\$ 12,500.00		
Signage	\$ 15,000.00		
Total Planned Improvements to be credited (blue)	\$	1,205,596.00	
Project Total:	\$	1,578,335.00	
Total Park Impact Fee Waiver Request	\$	1,061,319.00	



The Woods of Elizabeth & Sylvester Johnson of Wild Air Farms Proposed Improvements



PLAYGROUND INSPIRATION



WATER PLAY INSPIRATION



COMMUNITY AMENITIES | COFFEE HOUSE/PLAY AREA/ARCHER PARK - INSPIRATION IMAGES

WILD AIR DEVELOPMENT | ZIONSVILLE, IN | AUGUST 2024



EXHIBIT C

PRIF CREDIT AGREEMENT

COMES NOW Wild Air Land Development, LLC, an Indiana limited liability company, ("Wild Air"), by its undersigned, duly authorized agent, and states as follows:

Pursuant to the terms set forth in Zionsville Board of Parks and Recreation Resolution 2024-07, Wild Air hereby agrees to finance and construct those certain infrastructure items or public improvements set forth in attached Exhibit B in exchange for a Parks and Recreation Impact Fee ("PRIF") credit not to exceed One Million Sixty One Thousand Three Hundred Nineteen Dollars (\$1,061,319.00.)

SO AGREED this 3rd day of December, 2024.

WILD AIR LAND DEVELOPMENT, LLC

Printed Name

By:



Authorized Signature

JUSTIN W. MOFFETT

MANAGER

Title

Exhibit D
Ongoing Maintenance Commitment

Archer Park to be maintained in clean, operating order and kept to ADA standards for safe and accessible public use in perpetuity at owner's expense.

Site shall have regular clean-ups and trash service to ensure a clean and welcoming experience with prompt removal of graffiti and litter.

Pavement markings, structure exteriors, play elements, and signage to be maintained free of sun fading or disrepair. Mechanical rooms, storage, and nonpublic areas to be secured at all times.

Pavement to be maintained to prevent tripping or slipping hazards and replaced as necessary to prevent safety concerns. Organic debris, snow and ice must be managed and removed as necessary to facilitate pedestrian access for the public, minimizing the use of ice melt and salt except as necessary in activated spaces.

Landscaping must be maintained in good condition, without weeds. Turf areas to be kept in a tidy fashion and not exceed 4" in unkept height (except when weather conditions do not permit mowing). Mulched beds and urban tree wells to maintain 2" of organic material, replenished as needed to maintain a kept appearance. Trees to be pruned to maintain a healthy canopy as dictated by species, and hazard limbs addressed by owner or qualified contractor as noticed by owner or Parks Department. Dead or dying plants must be replaced by the owner within the following planting season and maintained for viability and health. Terrestrial invasive species, as defined by the Indiana Department of Natural Resources <https://www.in.gov/dnr/rules-and-regulations/invasive-species/>, must be removed and monitored for reestablishment as identified by the owner or Parks Department.

Stormwater and erosion concerns must be addressed at the owner's expense in an appropriate manner and timeframe.

Owner will engage a qualified testing agent or contractor for assets requiring certified compliance for public use (splash pads, pools, playgrounds). Assets must be inspected and repaired as dictated by operational requirements as a public facility. Compliance inspections and recordkeeping must be maintained and available to the Zionsville Parks and Recreation Department upon request.

Damaged materials and assets must be repaired in a prompt fashion by a qualified contractor to ensure public safety. Items requiring delayed repair must be furnished with a sign indicating its closure and appropriate temporary barriers placed until repairs are complete.

Ongoing replacement of assets as necessary at end-of-life cycle at owner's expense. Property owners must request Park Board approval prior to permanently removing an asset from public service, and additional accommodations and investment may be necessary to justify its removal.

I acknowledge that any deficiencies to the above-mentioned maintenance commitments reported by the Zionsville Parks and Recreation Department or public shall be addressed in a timely manner, and the Town of Zionsville Board of Parks and Recreation reserves the right to enter into professional services to satisfy observed deficiencies and seek compensation for services rendered.

Park Board President

Date

Owner Representative

Date

Exhibit E
Archer Park Commitments

Operating hours of Archer Park to be approved by Park Board.

Archer Park landscaping and design must provide visibility from the street and/or other activated spaces.

Archer Park must comply with ADA requirements and standards.

All Archer Park signage to be reviewed by the Superintendent of Parks and Recreation prior to installation.

There will not be an entry fee for Archer Park, but Wild Air may charge fees associated with private dining, private recreation, or non-public uses that fall outside of the PRIF credit request.

At the time of substantial completion, Archer Park must be reviewed by a licensed landscape architect. Said landscape architect to submit a list of items to be completed/corrected prior to release of commitment waiver, providing a cost for each item as well as reasons why the work is incomplete. All items must be corrected prior to follow up inspection and be completed in a reasonable amount of time.

Wild Air shall provide as-built drawings, O&M materials, and closeout submittals (specific warranties, workmanship bonds, maintenance service agreements) at conclusion of construction of Archer Park.

I hereby certify that each of the above listed vouchers and the invoices, or bills attached there to, are true and correct and I have audited same in accordance with IC 5-11-10-1.6.

January 8, 2025

Fiscal Officer

ALLOWANCE OF ACCOUNTS PAYABLE VOUCHERS

Town of Zionsville

End of Year Park Claims

We have examined the Accounts Payable Vouchers listed on the foregoing Register of Accounts Payable Vouchers consisting of 3 pages and except for accounts payables not allowed as shown on the Register such accounts payables are hereby allowed in the total amount of \$ 603,158.29.

Dated this 8th day of January 2025.

Ryan Cambridge

Kris Barksdale

Kimberly Lane

Matt Milburn

Chad Dilley

Doug Tischbein

Anna Shappaugh

Signatures of Governing Board

Accounts Payable Register

Date: 01/02/2025 01:59:15 PM

APV Register Batch - End of Year Park Claims

APVREGISTER.FRX

All History

Grouped By Fund Number, Department

Ordered By Appropriation

DATE FILED	APV #	NAME OF PAYEE	PO #	APPROP #	APPROPRIATION	DESCRIPTION	AMOUNT	CHECK CHECK # DATE	MEMORANDUM
**Fund Number 2204 Park and Recreation - Operating									
**Department 500 PARKS									
12/17/2024	9854	Payroll Fund		2204500111.000	Salary	12/20 P/R - Parks - Salary	28219.68	9854e 12/20/2024	
12/17/2024	9854	Payroll Fund		2204500113.000	Part-time Salary	12/20 P/R - Parks - PT Salary	4083.74	9854e 12/20/2024	
12/17/2024	9854	Payroll Fund		2204500120.000	FICA-Medicare	12/20 P/R - Parks - FICA Medicare	2443.42	9854e 12/20/2024	
12/17/2024	9854	Payroll Fund		2204500121.000	PERF	12/20 P/R - Parks - Civil Perf	4030.04	9854e 12/20/2024	
12/17/2024	9854	Payroll Fund		2204500121.500	401a Match	12/20 P/R - Parks - ER 401a	632.03	9854e 12/20/2024	
12/17/2024	9854	Payroll Fund		2204500122.000	Health Insurances	12/20 P/R - Parks - ER HSA	399.31	9854e 12/20/2024	
12/17/2024	9854	Payroll Fund		2204500128.000	Longevity Pay	12/20 P/R - Parks - Longevity	161.00	9854e 12/20/2024	
12/13/2024	9805	Franklin Water Treatment LLC		2204500214.000	Office Supplies	Water	19.10	/ /	
12/16/2024	9840	Chase Bank - PCard		2204500214.000	Office Supplies	Logsdon - Postage - USPS	36.10	/ /	
12/16/2024	9840	Chase Bank - PCard		2204500224.000	Operating	Burket - Kroger - Gloves	11.99	/ /	
12/16/2024	9840	Chase Bank - PCard		2204500224.000	Operating	Godby - Lowes - Main Supplies	22.98	/ /	
12/16/2024	9840	Chase Bank - PCard		2204500224.000	Operating	Wright - Lowes - Main Supplies	17.34	/ /	
12/16/2024	9840	Chase Bank - PCard		2204500232.000	Vehicle Repair Supplies	Wright - Oil - Great Lakes Ace	29.94	/ /	
12/13/2024	9808	Taylor Minnette Schneider & Clutter PC		2204500311.000	Legal	4th Quarter	3775.00	/ /	
12/20/2024	9905	Zionsville Community Schools		2204500311.000	Legal	Legal Fees - Easement	5754.00	/ /	
12/13/2024	9807	Parr Richey Frandsen Patterson Kruse LLP		2204500311.000	Legal	HIS Construction Mediation	1087.50	/ /	
12/13/2024	9808	Taylor Minnette Schneider & Clutter PC		2204500311.000	Legal	OWP Contract Termination	70.00	/ /	
01/02/2025	9993	Butler Fairman & Seufert Inc		2204500312.000	Engineering	Turkey Foot Bridge	6860.00	/ /	
12/13/2024	9814	Cinergy Corporation		2204500342.000	Electric	Multiple Addresses	79.35	9814e 12/13/2024	
12/18/2024	9868	Citizens Energy Group		2204500344.000	Water-Sewer	165 N Elm St	134.98	9868e 12/18/2024	
12/18/2024	9868	Citizens Energy Group		2204500344.000	Water-Sewer	707 N Ford Rd	57.32	9868e 12/18/2024	
12/18/2024	9868	Citizens Energy Group		2204500344.000	Water-Sewer	667 Sugarbush Dr	30.83	9868e 12/18/2024	
12/23/2024	9932	Citizens Energy Group		2204500344.000	Water-Sewer	41 S 2nd St	30.88	9932e 12/23/2024	
12/23/2024	9932	Citizens Energy Group		2204500344.000	Water-Sewer	9645 Whitestown Rd	406.52	9932e 12/23/2024	
12/23/2024	9932	Citizens Energy Group		2204500344.000	Water-Sewer	6040 Godello Cir	43.20	9932e 12/23/2024	
12/23/2024	9932	Citizens Energy Group		2204500344.000	Water-Sewer	10230 Zionsville Rd	277.65	9932e 12/23/2024	

Accounts Payable Register

Date: 01/02/2025 01:59:15 PM

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DATE FILED	APV #	NAME OF PAYEE	PO #	APPROP #	APPROPRIATION	DESCRIPTION	AMOUNT	CHECK CHECK # DATE	MEMORANDUM
12/16/2024	9840	Chase Bank - PCard		2204500352.000	Travel-Training-Seminars	Black - Membership dues - Indiana Park & Rec	396.00	/ /	
12/20/2024	9902	CNHI LLC		2204500354.000	Legal Notices	12/7 & 12/10/2024	17.45	/ /	
12/20/2024	9902	CNHI LLC		2204500354.000	Legal Notices	Notice of Executive Session	17.45	/ /	
12/16/2024	9840	Chase Bank - PCard		2204500368.000	Cemetery Care	Carroll - Lowes - Cemetery Care	356.92	/ /	
12/20/2024	9900	Anytime Outhouse		2204500375.000	Contractual Services	Outhouse Rental - Nancy Burton Corr	345.00	/ /	
12/20/2024	9900	Anytime Outhouse		2204500375.000	Contractual Services	Outhouse Rental - Sugarbush Drive	245.00	/ /	
01/02/2025	9996	Enterprise FM Trust		2204500375.000	Contractual Services	December Vehicle Lease	2799.12	74903 12/31/2024	
12/20/2024	9900	Anytime Outhouse		2204500375.000	Contractual Services	Outhouse Rental - HTP	345.00	/ /	
12/20/2024	9903	Rollins Inc		2204500375.000	Contractual Services	Pest Control - Lincoln Park	52.99	/ /	
12/20/2024	9900	Anytime Outhouse		2204500375.000	Contractual Services	Outhouse Rental - OWP	245.00	/ /	
01/02/2025	9995	Rundell Ernstberger Assoc Inc		2204500375.000	Contractual Services	Mulberry	1555.77	/ /	
12/20/2024	9904	Valerie J Gangwer		2204500375.000	Contractual Services	Park Bd Meeting	243.20	/ /	
12/20/2024	9900	Anytime Outhouse		2204500375.000	Contractual Services	Outhouse Rental - Mulberry	145.00	/ /	
12/20/2024	9901	HIS Constructors Inc	42	2204500444.000	Improvements	OWP Construction - Final Invoice	12500.00	/ /	
SubTotal Department 500							77977.80		
SubTotal Fund Number 2204							77977.80		

**Fund Number 2211 Park Nonreverting Operating

**Department 500 PARKS

12/17/2024	9854	Payroll Fund		2211500113.000	Part-time Salary	12/20 P/R - Parks - PT Salary	149.32	9854e 12/20/2024	
12/17/2024	9854	Payroll Fund		2211500120.000	FICA-Medicare	12/20 P/R - Parks - FICA Medicare	11.42	9854e 12/20/2024	
12/16/2024	9840	Chase Bank - PCard		2211500224.000	Op Equip-Parts-Tools-Supplies	Shrock - Animal Care Food - Kroger	10.97	/ /	
12/16/2024	9840	Chase Bank - PCard		2211500224.000	Op Equip-Parts-Tools-Supplies	Shrock - Animal Care Food - Ghanns Cricket Farm	53.96	/ /	
12/16/2024	9840	Chase Bank - PCard		2211500224.000	Op Equip-Parts-Tools-Supplies	Shrock - Animal Care Food - Petco	15.98	/ /	
12/16/2024	9840	Chase Bank - PCard		2211500224.000	Op Equip-Parts-Tools-Supplies	Murdock - Kroger - Supplies	52.89	/ /	
12/16/2024	9840	Chase Bank - PCard		2211500224.000	Op Equip-Parts-Tools-Supplies	Shrock - Animal Care Equipment - Amazon	36.81	/ /	
12/16/2024	9840	Chase Bank - PCard		2211500224.000	Op	Shrock-Kroger- Animal Care	9.83	/ /	

Accounts Payable Register

Date: 01/02/2025 01:59:15 PM

APVREGISTER.FRX

DATE FILED	APV #	NAME OF PAYEE	PO #	APPROP #	APPROPRIATION	DESCRIPTION	AMOUNT	CHECK CHECK # DATE	MEMORANDUM
					Equip-Parts-Tools-Supplies	Food			
12/16/2024	9840	Chase Bank - PCard		2211500224.000	Op	Murdock - Meijer - Christmas in	77.45	/ /	
					Equip-Parts-Tools-Supplies	Park supplies			
12/16/2024	9840	Chase Bank - PCard		2211500224.000	Op	Shrock - Animal Care Equipment	26.99	/ /	
					Equip-Parts-Tools-Supplies	- Amazon			
12/16/2024	9840	Chase Bank - PCard		2211500224.000	Op	Shrock-Ghanns Cricket Farm -	5.95	/ /	
					Equip-Parts-Tools-Supplies	Animal Care Food			
12/16/2024	9840	Chase Bank - PCard		2211500224.000	Op	Shrock-Ghanns Cricket Farm -	55.02	/ /	
					Equip-Parts-Tools-Supplies	Crickets			
12/16/2024	9840	Chase Bank - PCard		2211500375.000	Contractual Services	Murdock - Spotify - Subscription	11.99	/ /	
12/16/2024	9840	Chase Bank - PCard		2211500375.000	Contractual Services	Murdock - Constant Contact -	141.30	/ /	
						Subscription			
12/16/2024	9840	Chase Bank - PCard		2211500375.000	Contractual Services	Burket - Lowes - Latching	97.96	/ /	
01/02/2025	9992	American Society of Composers, Authors and Publish		2211500375.000	Contractual Services	2025 ASCAP Music License	445.00	/ /	
12/13/2024	9806	Mary Bridget Lindley		2211500395.000	Refunds-Reimbursements	Frozen Fete Refund	72.75	/ /	
12/16/2024	9840	Chase Bank - PCard		2211500445.000	Equipment	Carroll - Tote for Pickleball nets -	21.96	/ /	
						Lowes			
SubTotal Department 500							1297.55		
SubTotal Fund Number 2211							1297.55		
**Fund Number 2302 Park Donations									
**Department 500 PARKS									
12/16/2024	9840	Chase Bank - PCard		2302500224.000	Op	Murdock - Java Trail Mugs -	427.01	/ /	
					Equip-Parts-Tools-Supplies	4Imprint			
12/16/2024	9840	Chase Bank - PCard		2302500444.000	Improvements	Black - Christmas lights - United	1162.87	/ /	
						Rentals			
12/19/2024	9871	Signworks		2302500444.000	Improvements	Wayfinding Signs - Parks Portion	4250.00	/ /	
12/16/2024	9840	Chase Bank - PCard		2302500445.000	Equipment	Carroll - Great Lakes Ace -	7.77	/ /	
						Memorial Bench at TF			
SubTotal Department 500							5847.65		
SubTotal Fund Number 2302							5847.65		

**Fund Number 3312 2023 Carpenter Bond

**Department 500 PARKS

Accounts Payable Register

Date: 01/02/2025 01:59:15 PM

APVREGISTER.FRX

DATE FILED	APV #	NAME OF PAYEE	PO #	APPROP #	APPROPRIATION	DESCRIPTION	AMOUNT	CHECK CHECK # DATE	MEMORANDUM
12/20/2024	9913	Bank of Oklahoma		3312500701.000	2023 Carpenter Bond - Principal	Park Bond 2023 CNP Principal	95000.00	9913E 12/20/2024	
12/20/2024	9913	Bank of Oklahoma		3312500702.000	2023 Carpenter Bond - Interest	Park Bond 2023 CNP Interest	98704.00	9913E 12/20/2024	
SubTotal Department 500							193704.00		
SubTotal Fund Number 3312							193704.00		
**Fund Number 3324 2019 Park Dist Bonds B-C Debt									
**Department 500 PARKS									
12/20/2024	9914	US Bank		3324500701.000	Principal	Dec 2019B Park Bond B Principal	75000.00	9914E 12/20/2024	
12/20/2024	9914	US Bank		3324500701.000	Principal	Dec 2019C Park Bond C Principal	95000.00	9914E 12/20/2024	
12/20/2024	9914	US Bank		3324500702.000	Interest	Dec 2019B Park Bond B Interest	60400.00	9914E 12/20/2024	
12/20/2024	9914	US Bank		3324500702.000	Interest	Dec 2019C Park Bond C Interest	77000.00	9914E 12/20/2024	
SubTotal Department 500							307400.00		
SubTotal Fund Number 3324							307400.00		
**Fund Number 4418 Park Bond (Proceeds) CNR									
**Department 500 PARKS									
12/23/2024	9933	C & J Well Drilling Company		4418500375.000	Contractual Services	CNP Well	3951.25	/ /	
12/23/2024	9933	C & J Well Drilling Company		4418500375.000	Contractual Services	CNP Well	3170.00	/ /	
12/23/2024	9933	C & J Well Drilling Company		4418500375.000	Contractual Services	CNP Well	4133.75	/ /	
01/02/2025	9995	Rundell Ernstberger Assoc Inc		4418500375.000	Contractual Services	CNP	2636.29	/ /	
12/16/2024	9840	Chase Bank - PCard		4418500375.000	Contractual Services	Logsdon - Well Decommission - C& J Well Drilling	1520.00	/ /	
12/16/2024	9840	Chase Bank - PCard		4418500375.000	Contractual Services	Logsdon - Well Decommission - C& J Well Drilling	1520.00	/ /	
SubTotal Department 500							16931.29		
SubTotal Fund Number 4418							16931.29		
*** GRAND TOTAL ***							603158.29		

I hereby certify that each of the above listed vouchers and the invoices, or bills attached there to, are true and correct and I have audited same in accordance with IC 5-11-10-1.6.

January 8, 2025

Fiscal Officer

ALLOWANCE OF ACCOUNTS PAYABLE VOUCHERS

Town of Zionsville

01/08 Park Claims

We have examined the Accounts Payable Vouchers listed on the foregoing Register of Accounts Payable Vouchers consisting of 1 pages and except for accounts payables not allowed as shown on the Register such accounts payables are hereby allowed in the total amount of \$ 67,540.35.

Dated this 8th day of January 2025.

Ryan Cambridge

Kris Barksdale

Kimberly Lane

Matt Milburn

Chad Dilley

Doug Tischbein

Anna Shappaugh

Signatures of Governing Board

Accounts Payable Register

Date: 01/02/2025 01:51:47 PM

APV Register Batch - 01/08/2025 Park Claims

APVREGISTER.FRX

All History

DATE FILED	APV #	NAME OF PAYEE	PO #	APPROP #	APPROPRIATION	DESCRIPTION	AMOUNT	CHECK CHECK # DATE	MEMORANDUM
01/02/2025	9987	Payroll Fund		2211500120.000	FICA-Medicare	01/03 P/R Fica/Medi - Park	43.14	9987E 01/02/2025	
01/02/2025	9987	Payroll Fund		2204500111.000	Salary	01/03 P/R Salary - Park	28001.33	9987E 01/02/2025	
01/02/2025	9987	Payroll Fund		2204500113.000	Part-time Salary	01/03 P/R Part-time Salary - Park	2119.84	9987E 01/02/2025	
01/02/2025	9987	Payroll Fund		2204500120.000	FICA-Medicare	01/03 P/R Fica/Medi - Park	2247.98	9987E 01/02/2025	
01/02/2025	9987	Payroll Fund		2204500121.000	PERF	01/03 P/R Civil Perf - Park	3976.18	9987E 01/02/2025	
01/02/2025	9987	Payroll Fund		2204500121.500	401a Match	01/03 P/R ER 401A - Park	626.00	9987E 01/02/2025	
01/02/2025	10045	Health Fund Account		2204500122.000	Health Insurances	December Park Health Insurance	8597.32	10045E 01/02/2025	
01/02/2025	9987	Payroll Fund		2204500122.000	Health Insurances	01/03 P/R ER HSA - Park	428.95	9987E 01/02/2025	
12/23/2024	9937	Payroll Fund		2204500124.000	GTL-Disability	STD, LTD, GTL, AD&D for December 2024	455.89	9937e 01/01/2025	
01/02/2025	9938	Todd William Settle		2204500125.000	Park - Worker's Comp	Annual Worker Comp Invoice - Parks	19550.00	/ /	
01/03/2025	9975	Boone REMC Lockbox		2204500342.000	Electric	Whitestown Rd	798.10	9975e 01/03/2025	
01/03/2025	9975	Boone REMC Lockbox		2204500342.000	Electric	597 S 900 E Maint Bldg	85.02	9975e 01/03/2025	
01/03/2025	9975	Boone REMC Lockbox		2204500342.000	Electric	597 S 900 E	46.72	9975e 01/03/2025	
01/02/2025	9987	Payroll Fund		2211500113.000	Part-time Salary	01/03 P/R Part-time Salary - Park	563.88	9987E 01/02/2025	
*** GRAND TOTAL ***							67540.35		