



MEETING NOTICE AND AGENDA
ZIONSVILLE BOARD OF PARKS & RECREATION
1100 W Oak Street Zionsville, Indiana 46077
Wednesday, February 12, 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:

Please click the link below to join the webinar:

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If you need technical assistance in logging into Zoom for this webinar,
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Zionsville Board of Parks & Recreation
Regular Monthly Meeting Agenda
Wednesday, February 12, 2025

I. Call To Order/Roll Call

II. Approval Of The Minutes

A. 2-12-2025 Park Board Minutes 1-8-2025

Documents:

[PARKS_MEETING 01-08-2025.PDF](#)

III. Public Presentations/Comments

IV. Staff Reports

V. Superintendent Of Parks And Recreation

A. 2-12-2025 Staff Reports - Superintendent

Documents:

[SUPERINTENDENT REPORT JANUARY 2025.PDF](#)

VI. Director Of Recreation Services

A. 2-12-2025 Director Of Recreation Services Staff Report

Documents:

[JANUARY 2025 RECREATION REPORT.PDF](#)

VII. Parks Attorney

VIII. New Business

A. 2-12-2025 Zionsville Golf Course Proposed Fee Schedule 2025

Documents:

[ZIONSVILLE NATIONAL ANNUAL FINANCIAL PLAN 2025.PDF](#)

B. 2-12-2025 Mulberry Fields Sports Field Reservation Agreement Spring 2025

Documents:

[2025 SPRING SPORTS FIELD USAGE - ZLL.PDF](#)
[2025 SPRING SPORTS FIELD USAGE - RUGBY.PDF](#)
[ZIONSVILLE DEPT RUGBY 2025 COI.PDF](#)

[ZIONSVILLE PARKS BOARD RUGBY 2025 COI.PDF](#)
[ZIONSVILLE PARKS BOARD ZLL 2025 COI.PDF](#)
[TOWN OF ZIONSVILLE ZLL 2025 COI.PDF](#)

C. 2-12-2025 Mulberry Fields Special Use Permit - Rugby Temporary Storage

Documents:

[SPECIAL PERMIT AGREEMENT RUGBY 1.2025.PDF](#)

D. 2-12-2025 Ecological Services

Documents:

[ECOLOGIC OVERLY WORMAN 2025 PROPOSAL.PDF](#)
[ECOLOGIC ZION NATURE SANCTUARY 2025 PROPOSAL.PDF](#)

E. 2-12-2025 Enterprise Vehicle Lease

Documents:

[FLEET 2025 FORD EXPLORER- PARKS X1.PDF](#)
[FLEET F-550 BOX.PDF](#)
[FLEET PARKS 2025 CHEVY SILVERADO X3 WITH LIFTGATE, STROBES, GRAPHICS.PDF](#)
[FLEET PARKS 2025 FORD F-550 WITH LANDSCAPER X1.PDF](#)

F. 2-12-2025 Equipment Purchase - Case Backhoe

Documents:

[CASE EXTRA.PDF](#)

G. 2-12-2025 Big-4 Rail Trail Town Hall Centerline Striping

Documents:

[ROSE PAVING LLC BIG 4 STRIPING GOODS SERVICES AGREEMENT W EXHIBITS.PDF](#)

IX. Old Business

A. 2-12-2025 Resolution 2025-01 Impact Fee Utilization Plan 2025 Update`

Documents:

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

B. 2-12-2025 Big-4 Temporary Construction Easement Updated

Documents:

[TEMPORARY CONSTRUCTION EASEMENT LICENSE AND MAINTENANCE AGREEMENT FOR BEECHWOOD BRIDGE CONNECTOR - JAO 2.10.25.PDF](#)

X. Other Board Related Items

XI. Claims

A. 2-12-2025 Claims Register

Documents:

[02.12 PARK CLAIMS REGISTER UPDATED.PDF](#)

B. 2-12-2025 Updated Park Correction Register

Documents:

[2024 PARK CORRECTION REGISTER.PDF](#)

XII. Adjournment



ZIONSVILLE
PARKS & RECREATION

Zionsville Board of Parks & Recreation

Meeting Minutes For

Wednesday, January 8, 2025

At 7:00 P.M. EST

ONSITE MEETING

1100 West Oak Street

OPENING

Call to Order/Roll Call

In Attendance: Ryan Cambridge, Kris Barksdale, Kimberly Lane, Matt Milburn, Chad Dilley, Doug Tischbein, Anna Shappaugh

Staff attending: Jon Oberlander, Attorney

Oberlander I'm Jon Oberlander. I'm Chief Legal Counsel for the Town of Zionsville and I'm happy to be serving as your Parks Board attorney this year. I'd like to call the January 8, 2025 Zionsville Board of Parks and Recreation meeting to order. First item on the agenda is roll call of the members. Kris Barksdale?

Barksdale Here.

Oberlander Ryan Cambridge?

Cambridge Here.

Oberlander Chad Dilley?

Dilley Here.

Oberlander Kimberly Lane?

Lane Here.

Oberlander Matt Milburn?

Milburn Here.

Oberlander Anna Shappaugh or I'm sorry, Anna Shappaugh?

Shappaugh Here.

Oberlander And Doug Tischbein?

Tischbein Here.

Introduction of New Board Members

Oberlander Okay, great. We have a couple of new members on the Board this year – Anna Shappaugh and Doug Tischbein, welcome.

Tischbein Thank you.

Oberlander Would you like to say a quick word?

Shappaugh Yeah, I'm super excited to be here. My name is Anna Shappaugh. I moved to Zionsville just three years ago. We hand selected Zionsville because we think it's the best community in the country. I'm excited to be on the Parks Board because we specifically chose Zionsville due to the nature of the parks and the greenspace and the mature trees. My family is into regenerative farming. We love the Nature Center at the library. My son's favorite animals are scorpions and snakes so his treat in the winter when he reads is to go see the snakes at the Nature Center. We live just a stone throw away from the Carpenter Nature Preserve so I'm super excited to be a part of that and I think one of the best things about Zionsville is that we are a city in a park and I'd like to keep it that way so look forward to being here.

Oberlander Welcome. And Mr. Tischbein?

Tischbein Yes, Doug Tischbein, 30+ year resident in Colony Woods. I had the privilege of raising two boys through the school system. One's in Nashville, Tennessee with two grandchildren and another one due in about 14 days and our youngest son, Brandon, lives here where he has two grand, two of our grandchildren as well so. I've got to see Zionsville grow over the last 30 years and I think that's obviously going to continue and I'm excited to be a part of it. Rumor has it I retired last September. I'm not really sure I have but I'll let, I'll let Jarod know here if that, if that really happens. So thank you for the opportunity. Look forward to being on the Board.

Oberlander Thank you both very much. And now we'll have the elections of officers for 2025, starting off with the office of President and I'll open it up for nominations.

Election of 2025 Officers

Dilley I nominate Ryan Cambridge.

Milburn I'll second that.

Oberlander All right, I have a first and a second. Call for the question from Mr. Cambridge to act as 2025 Park Board President. Indicate yes by saying aye.

All Aye.

Oberlander All right, motion carries. Mr. Cambridge, I will turn the meeting over to you as the presiding officer.

Cambridge Thank you, appreciate that. Would anyone like to nominate anyone for Vice President for this year?

Milburn Anyone want to volunteer?

Cambridge If there aren't any other nominations, I would nominate Kris Barksdale.

Lane Second.

Cambridge Oh, sorry –

Lane I will make the motion and –

Milburn I'll second.

Lane There you go.

Cambridge Great. We'll do a, a vote. All in favor of Kris Barksdale being Vice President for the coming year say aye.

All Aye.

Cambridge Any opposed?
[No response]

Okay, motion carries.

And we need to do Secretary as well. Does anyone have any nominations for the role of Secretary for the coming year?

?? **5:41 mic/no audio**

Cambridge I second. Okay, all in favor of Kimberly Lane serving as Secretary for the upcoming year on the Park Board say aye.

All Aye.

Cambridge Any opposed?
[No response]

Okay, motion carries. I think that's it, right? Okay, easy peasy.

We need to approve the minutes from December 11th. Does, has everybody had a chance to review those? Take a look at them? I think most of us were here. You all that weren't here, you don't, you can just abstain from this vote, easy enough, but then at the beginning of each meeting we will review and approve the meeting, the

Approval of the December 11, 2024 Minutes

minutes from the prior meeting so. Do I have a motion to approve the minutes as represented from December 11th?

Milburn So moved.

Cambridge Do I have a second?

Barksdale I second.

Cambridge All in favor say aye.

All Aye.

Cambridge Any opposed?
[No response]

Okay, the minutes are approved.

Approval of the December 11, 2024 Executive Session Minutes

We need to do the same for, we should note two abstentions on that vote as well. Any, I need a motion to approve the minutes from the Executive Session on the same date, December 11th of 2024. Do I have a motion to approve those minutes?

Lane So moved.

Cambridge Do I have a second?

Milburn Second.

Cambridge All in favor say aye.

All Aye.

Cambridge Any opposed?
[No response]

Unanimous with two abstentions, so those are approved.

Public Presentations/Comments

I think at this point, Jarod, we will have public comment and I don't know if you want to sort of talk through the rules of engagement, if you will, of what folks can do or if they need to introduce themselves and just sort of familiarize everybody with, with how you want to run it.

Logsdon Absolutely, so good evening Park Board. Welcome to 2025. For our public presentations, as you come up here just state your name and your address for the

record and then we'll give you as long as you need to share what you would like to talk about. Just we ask that if there is redundancies, just to touch on new points but feel free to come up and echo anybody that spoke before you but at this time we'll welcome, welcome up anybody that would like to speak.

Cambridge And I'll just say too, as you come up to the podium when you get there, please introduce yourself by providing us your name as well as your address.

Arthur Thank you. My name is Jerry Arthur. I live in Colony Court, Colony Acres, 45 Colony Court and thank you for letting me speak. Also, congratulations to the new officers, having witnessed the hard-fought campaign you just endured and made it through. I want to start off, I'm going to talk about the golf course but I want to tell you a story. There's a Zionsville golfer, very successful, died and went to heaven and St. Peter said look, you can choose to go to hell, look it over, spend a day, come back, look heaven over, pick which one you want to go to and the golfer said okay, so, he dropped down to hell, the door opened, beautiful, well-manicured golf course, just fantastic. And it had a bar, a swimming pool, a lot of really pretty ladies serving drinks and he spent the day golfing, a great day golfing. Went back up to heaven and said look, St. Peter, he said hell is so good there's just no sense in wasting my time looking at heaven so St. Peter said well, your choice. He went back down to hell and this time when the door opened he was in a blast furnace, just misery. Thousands of people, just people just suffering. He turned to the devil and he said I don't understand. The devil said well yesterday you were a prospect, today you're a customer and so I want to talk about the management of the course is, the people that got control of the golf course presented our prospect but we're the customers that's what's going on so.

I think that some part of that company, group, organization, management team, whatever you want to call them have kinda disintegrated. The guys that we thought were the smartest are not there anymore and you guys have the oversight and there's proposals out to raise the fees considerably, some other changes that could affect your oversight in the future and I, I just want to ask you guys to look closely at all the proposals and not just rubberstamp the increased fees and there's things like eliminating of the senior discount, the military discount, although the senior discount wouldn't affect me for a few more years, I still am concerned about it. And the course has kinda been the red-headed stepchild, in our opinion, a little bit but it's, it's really a great Zionsville asset. The course has been fantastic. The middle school kids start there and I don't know if you guys all know that last year Zionsville High School boys and girls won the State Championship together and that's the first time in the history of Indiana that that ever happened so. That's all I want to say. I appreciate your consideration and respect your decisions. Thank you.

All Thank you.

Cambridge Do we have anyone else that would like to make a public comment?

Pearson Good evening. My name is Don Pearson. I grew up in this village. I went to grade school here, middle school, high school and I started playing golf at the golf course in 1966 and the course had only been open one year so I have, and I moved away for 40 years and I came back about four years ago and in the past three years, four years I've been back, I've really enjoyed being at the Zionsville Golf Course again. Several

of my colleagues are here. I grew up down the street from Jerry Arthur who was just done speaking. My mother still lives there and like Mr. Arthur so eloquently spoke, there's a lot of injustice and travesty being put on at the golf course right now. It's a, it's a town jewel, it always has been. It's always been great for the youth, for the children. It was always Zionsville Golf Course. Now it's Zionsville National. What the hell's that mean? It's not TPC Sawgrass, we're not professionals. We're a local community and the people who were really key to getting that golf course going and maintaining it and keeping the proper attitudes are no longer there and the rates, like Jerry said, are going up, the discounts are going away, the senior league fees are going away, early bird discounts are going away. It's just not right what they're doing there. We need to maintain what that golf course has always been to the Town of Zionsville. Thank you.

Cambridge Thank you. Anyone else like to make a comment during the public comment portion of the meeting? Thank you. I appreciate you coming out tonight and we'll be thoughtful in our consideration of any proposals that are put before us, none of which I believe we have seen yet.

Logsdon Correct. Just to share a little additional information – part of the contract was to retain some oversight with the Park Board to over, to view this experiment of having an outside management team there. So, the contracted management firm is allowed to update pricing according to the consumer index but any price increases in addition to that do have to come before this Board before they would be applied so if you want to look up what the consumer index is, it's a very small amount to adjust for inflation and other items like that but any drastic price increases would come before this Board and next month the management firm will be here to present a financial report so just to provide that to you all as well.

?? 14:48 off microphone

Logsdon And we'll investigate that further. Appreciate it.

Parks Foundation Update

Cambridge Okay, if there are no further comments. Do we have anyone online that would like to make a comment? Okay, no one online. We'll move on to the Park Foundation Update.

Barksdale That's me?

Cambridge That's you. Take it away.

Barksdale Is this on? All right, so it has been a very busy year for the Parks Foundation and so I'm just going to highlight year, mostly so the new people that are, have joined us will know kind of what's been going on. This is the full, first full year that the Parks Foundation has really been going. 15:38 mic/no audio all of the, all of the, the things you need to do to be a foundation and, and the back behind the scenes work done as well as ramping up some fundraising and stuff.

So here are the highlights: They secured commitments for over \$800,000 for our Carpenter Nature Preserve including \$5000,000 Habitat Restoration Fund from Nancy and Jim Carpenter, \$100,000 for the Rose and David Means Amphitheater, \$100,000 from the Efroymsen Family Fund for a wetland boardwalk, \$75,000 from the Foundation for a nature playground, \$15,000 from Duke Energy Foundation for a wildlife blind, \$15,000 from Lilly Lebanon for an outdoor classroom and \$2,000 for, for a memorial bench. They've received grants from the Boone REMC for park benches, from Boone County Solid Waste Management District for picnic tables and from the United Way of 16:38 mic/no audio all for Zionsville parks. They've sponsored many parks events and continue to be the title sponsor the Nature Connections. Through a grant from Monarch Watch, they planted native milkweeds throughout Zionsville parks. And they've had three big native plant giveaways to community members – milkweed at Greenfest, blue asters at the Zionsville Farmers Market and spicebush plants which were very popular at the Fall Festival. Other projects that have been funded in past years including the mural that's at the Zionsville trail, trailhead by Overley-Worman and the pollinator garden at the golf course and native, all the native trees that you see along the Big 4 Rail Trail. 17:29 mic/no audio wonderful work and excited to see what happens this upcoming year. Any questions?

Cambridge Well and I just, I want to drive home too I think it's great that we have a Park Foundation now. For those that don't know, my background is park planning, park design, I'm a registered landscape architect and when we work with different municipalities or groups on funding and operating their park system, we have to have access to as many different resources and tools as possible, right, so that we're not just relying on the general fund and we're not just relying on donations. We, we're using everything that we can and a key arm in that sort of toolkit, if you will, is having an active, functional foundation that is able to take advantage of some opportunities that as a municipal government or as a municipal board that we're not able to do so it's a really, really important role in our system and I want to, I see Nancy in the audience, I want to congratulate her and thank her for the effort that it took to get that off the ground because it's really setting the legacy moving forward that will help keep our park system as great as it currently is and even better so very important. Excited to see what they continue to do in the future in Carpenter and beyond and we'll look forward to future updates.

Barksdale And also Jan Hornaday –

Cambridge Yes.

Barksdale Who's their employee.

Cambridge Full –

Barksdale She's done, she's been a great addition.

Cambridge Full-time hire one year in to the organization. That's pretty impressive.

Lane 18:58 inaudible working.

Barksdale And also if anyone on the Parks Board ever has any ideas or, or projects that they think would be good to bring to the Foundation, let me know.

Cambridge So you're sort of the liaison –

Barksdale Yeah.

Cambridge Between our group and the Board. Excellent. Okay, on to staff reports. Jarod, you have anything for us?

Staff Reports

Logsdon Yeah, I'll just touch on a couple of highlights from the Superintendent Report. Kris mentioned the tables that were awarded by the Boone County Solid Waste grant from last year that both the town received as well as the Parks Foundation. So those 12 picnic tables provided recycled lumber picnic tables that are now at Mulberry Fields. We were able to take those antiquated wood tables, re-sand them, re-seal them and now they're going out into more of our natural parks so popping up in Overlay-Worman and Turkeyfoot and other places that really need a place to relax so refurbishing what we have and allowing for additional opportunities for those that have mobility issues or just want to take a, a seat out in the woods so. Thanks to our Park maintenance team for that.

The three wells at Carpenter Nature Preserve have officially been decommissioned and are no longer required to be reported on with the DNR due to their high-volume capacity so we are currently working through permitting our brand new well that will be supplying the water services at our restroom that'll be at Carpenter Nature Preserve.

And, finally, the Winterfest season kicked off in early December with our Open Air Market that welcomed 2,500 people to the Village. We had dozens of vendors out there that were offering unique items so visitors came to the Village, shopped within our market and then permeated into the, the Village market, merchants as well so we appreciate that effort from our programming team. Winterfest continued throughout the month with Christmas in the Park at Elm Street Green which also brought in 200 families, 200 individuals for that event and a luminary walk, the first of a couple, that brought in 250 people down to the Village to take a, a stroll in the dark in winter so. More events to come with Winterfest next, actually tomorrow, from 4 to 7 is our Java Trail. So while it might be cold, bundle up and grab a cup of coffee in the evening and stay energized and exploring our Village merchant area as well as our puzzle swap. So between now and the 23rd you can trade in your old puzzles for tickets to swap puzzles on the 25th. This has been a huge hit with tens of thousands of puzzle pieces exchanging in Zionsville every year so looking forward to bringing that back this year and that is all from the Superintendent report.

Cambridge Okay, thank you Jarod. On to Director of Recreation Services, Mindy Murdock. What do you have for us Mindy?

Murdock Jarod told, took all my stuff man. All right, so we ended, wrapped up the year with just shy of 1,000 people walking through the Nature Center. A little bit slower for the

center itself. We did see kind of a drop in registration for a lot of our programming. I think the weather did not help us in regards for a lot of that one so you'll see in the report there's a lot of cancelled programs, unfortunately, but, actually, I'd pulled up for the entire year from MyRec and we really only ended up canceling about 25 of the 400+ programs that we put on throughout the year so not too shabby. We're not too worried about that one.

We did a couple of fun things. We did a Winter Science at the Nature Center and then we, it was actually in January, but we also did a STEAM day camp for during winter break. We did see quite an increase of people walking in for those so I would say about a third of the numbers that you see there were during winter break that people stopped into the Nature Center.

We had a couple fun things. We did a Cookies and Canvas so a lot of kids and their parents came out and did some painting and enjoyed some cookies and hot chocolate at the Nature Center and then, of course, the big one is our Winterfest. So Winterfest will run through February. We kicked it off with Makers Market which was another popular success with about 60 vendors so every year it continues to grow so we'll be looking at how to structure that for the, the next year, Christmas in the Park where we had Santa and the reindeer that you guys did approve and they were wonderful, great vendor so we want to use them again. They were fantastic. And then we ended the year with Noon Year's Eve back at the Nature Center where we had 40 people that got to do balloon drops and meet the animals and a toast with grape juice and cookies so, so it was a lot of fun. And that's all I have unless you guys have any questions.

Cambridge Have any questions for Mindy? No? As always, thanks for the hard work, even in the cold.

Shappaugh Thank you.

Cambridge Year in Review.

Logsdon All right, so this year we'll change it up a little bit. We won't have death by PowerPoint but I do want, I don't want to minimize all the work that this department does throughout the year and in doing so we developed a one pager and Mindy will expand on a couple of other items within our recreation programming but just to touch on some of the good work that's been done throughout the 2024 season not only thanks to our staff but also all of our partners in the community, whether that's Arc of Boone County or the Zionsville Parks Foundation or countless other organizations that spend their time in our parks to help us grow and maintain what we have so touching on just a few:

In 2024 we planted 1,127 native plants. That is the spicebush, milkweed and various tree species that were discussed earlier as well as additional plantings from our department. We offered 408 programs to our community. That is well over a program a day so offering things for all ages and abilities throughout the year whether it's rain or shine or 9 inches of snow, we'll have programming for our community. Mentioning all those partners, we had 2,354 hours of volunteer work. Not only is that organized groups but we also have individuals that come and serve when we have our public weed wrangles, volunteer in our Nature Center as well as help us maintain our mountain bike trails so if Zionsville parks has an, an opportunity or an interest of

someone in our community, we want to offer an opportunity to bridge that and let them come and assist and put stock into that amenity for our community. We rented 72 garden plots between Elm Street Green and Heritage Trail Park. Thanks to actions from this Board, we have accepted 90 new acres to our park system in 2024, not open to the public just yet. We had 15,525 Nature Center visitors, 280 dog park members continue to enjoy the dog park at Heritage Trail Park and 128 shelter reservations where family celebrations, gatherings and, and groups have met throughout the year.

Shifting over to our maintenance team, they truly are the backbone of keeping everything safe and aesthetically pleasing for our community, completing 4,763 work orders so that is 99% of the work orders created were completed so just an outstanding effort from our, our very small team but. Total time for completion was 4,493 hours of work and of those we finally have the capacity to truly begin preventative maintenance so over 3,000 hours of that was preventative to maintain what we have and, of course, there's always going to be reactive work orders created whenever there's vandalism or a storm or something like that. So they're truly doing a, a fantastic job and carrying on the objectives and the missions of the department so. There were 18 ADA improvements conducted over seven parks and those include improvements to our parking lots, our benches and our signage so these are just the little incremental steps that we can do in-house for no cost except for labor to, to make improvements to our park system so. Within the 2023 to 2028 5-Year Master Plan there was an ADA audit so that is the, the framework we're using to make those incremental improvements.

And additionally, our Natural Resource division which is branching from within our Maintenance division is actively maintaining 48 acres of, of restoration projects so that's our, our bioswales and basins throughout our park system, that's our open prairies and that's our reforestation efforts and that's only going to continue to grow as we continue to have more of an ability to convert areas from invasive kind of wastelands into pristine and, and viable habitat.

Stepping over to programming, 18,705 participants participated in parks programs and events. We had 16 special events throughout the year and raised \$72,612 for program fees, grants and sponsorships so those monies go directly back into our non-reverting operating fund to help support the next year's programming and events. So just an outstanding accomplishment from Mindy and her team.

And some capital projects on the horizon or just completed – we have finally finished up the 30-year saga of the Big 4 Rail Trail now that we have completed the punch list items for the widening. So we have our 5.5 mile regional trail that now runs through the center of our community and connects us to Whitestown. We also have under contract the Carpenter Nature Preserve Phase 1 as well as the Mulberry Fields concession stand and restroom and the Turkeyfoot pedestrian bridge improvements. So with that, if there's no questions, I will pass it over to Mindy to get into the weeds a little bit more about our programming statistics.

Dilley I got a question, Ryan.

Logsdon Yes –

Cambridge Well, uh, oh, sorry, go ahead.

Dilley I gotta question. I don't see it in the packet today and maybe the books haven't closed but I would be curious just to see kinda the same financial report we had seen at a couple of the previous other Board meetings just where we ended the year and then also as we're going forward and we pivot to this year, like where, where the budget's at this year as well too just so as we know as we're staring to make some bigger purchase decisions or bigger allocation decisions where that's at.

Logsdon Absolutely and that'll join every future packet.

Dilley Thank you.

Logsdon Yep.

Milburn Has the, has the town finished up with budgets?

Logsdon That usually takes until the end of February before we officially close the books so once that official report is finalized but as far as known transactions that occurred in 2024, those should be tonight with that year-end claims register that was in the packet. So that is the final piece but there's always late ones that come out. Usually they affect the, the following year's budget so we'll just encumber those and, and absorb those into the '25 budget.

Dilley With your known transactions, do you think you were within what was budgeted and allocated?

Logsdon Yes, absolutely.

Dilley Yep.

Logsdon We, we have no need for any additional appropriations or anything like that to close out 2024.

Dilley Great, thank you, Jarod.

Lane Jarod, I know last year that you guys talked kind of more extensively about the maintenance and the work order technology that you put into place about what, a year and a half ago or so? 30:37 mic/no audio where the time is going and, and that it's paying off so.

Logsdon Thank you.

Lane I've gotten to spend more time out in the trails this fall and really enjoyed it so and I know it doesn't go without a lot of hard work, work from your team and Mindy's team so thank you all.

Barksdale 31:00 mic/no audio they worked after this storm but I, I haven't gotten on the trails but I drove by some and they looked like they'd been cleared 31:13. mic/no audio

Logsdon Thank you and I'll pass that along to our maintenance team.

Milburn It was tough but not nearly as tough as my driveway.

Cambridge Okay Mindy, you want to come up and talk a little bit about programming? While she's coming up to give us program highlights, I think it's worth noting just in some of the data that Jarod mentioned for 18,705 participants in programs, our population of our town as of last year was 33,000, just over 33,000 so, I think that's a pretty impressive turnout for a town of our size and, and that is thanks to Mindy and her team so we'd love to hear a little bit more about that.

NEW BUSINESS

ZPRD 2024 Year in Review

Murdock Yeah, so – feel free at anytime if you have questions, I won't bore you with too many numbers. I know they're in the packet for you but I'll just highlight a few things here and there. So, as Jarod had said, we ended out the year with 408 programs overall. That does include programs that we have cancelled. We figured if they're on the books, we've set the time, we had staff that were ready for it whether or not we did it or not so, so some of those were cancelled but not many as I said, about 25. Overall, and if you add in all of our contacts for events, programs and walk-ins to the Nature Center, we surpassed our population here in Zionsville actually this year so, 34,230 contacts. So that is a 3% increase from last year so we are still continuing to see an increase and I think that will, as we grow our events, that will but the Nature Center itself did not increase very much so I think where we are currently in our location until we move to a new facility, I think we're plateauing. We're not seeing a decrease yet but we are plateauing I think on how many can actually get into our little one-room Nature Center and enjoy themselves so but we still have some way to go for events so.

We did average about 1,250 visitors to the Nature Center throughout the year so that's pretty, it was almost exactly that throughout every month and if anyone ever wants to see charts or anything, I'm more than happy to send those along for those.

As far as how the programs kinda broke down, we did 321 public programs, so those are the ones that were offered to the community so that's really where our drop was and a lot of that is because we are, we are doing a lot of rec programming as we were previously. We're focusing more on events right now. We did do 87 private group programs so that is a huge increase so that is one that we are continuing to see grow as we are getting more Scout and school program requests that are coming through and a lot of those are Nature Connections and that will continue to add with Nature Connections itself. About 5,800 people participated in a Nature Center program so that is up a little bit from last year. Again, Nature Connections is a big one on that one and about 1,100 participated in rec programming and most of that is through our pickleball workshops and our pickleball league that we did so people love pickleball. We'll keep doing them.

A few program highlights for the year – of course, we had our Zionsville puzzle swap which is going on now. I do not know if we will hit what we did last year. Last year we had 1,100 puzzles swapped. They're coming in, we're, we're getting some piles going on there so they have a few more days to turn stuff in but we've already, we

offered early bird tickets for this year and those are already gone so, so you aren't going to get early bird tickets but you can still come, you can still drop off puzzles and come.

I had talked about this before but the Creekstomper with our Park and Plays, they ended the season with a little over 8,000 participants so that one is an increase and for next year or this year actually, 2025, we now have the Trailhopper to join that and the Trailhopper has been doing Discover your Backyard since the fall and those are being very well received so. So we'll see that number continue to increase in outreach.

We offered 18 summer camps with 360 camp kids. We had our Greenfest. Of course, we had our Total Eclipse of the Park which was very well received at Mulberry. We did our first ever Town Showdown and Whitestown won so we gotta, we gotta get that back somehow. We need everyone's help on that one. Get, get that word out.

We're continuing with Creek Week and our creek cleanups. We did do 100 Hours last year. We are not doing that this year, although it was very well attended. We're going to kinda take a break and we've got some ideas that we might roll out with 2026 and Carpenter opening up so.

We had a couple other fun one-time things with a concert sponsored by BeLocal, our Eras Trail Tour and then we had a new program that actually did extremely well which was Smashing Pumpkins at Mulberry Fields which kinda rolled the, everyone wants to go out there and smash mallets and pumpkins and learn about compost and so over 300 people and, and the Fire Department enjoyed dropping pumpkins off the fire truck and they want to do it again for this year so.

And then the big ones, of course, we always look at ways to keep ourselves sustainable and allow us to potentially grow for the future so we did bring in some program fees, about \$52,000 in program fees, roughly about the same for the Nature Center from last year but we actually did see an increase in our rec programming and that has to do with some of the events that we are doing with Frozen Fête coming up and Java Trail, so we're looking at ways that we can bring in to support increased staff and needs that we have for the community. We were also able to acquire some pretty nice grants so we did get the \$5,000 MIBOR grant that is doing the Winterfest igloos, which one will be out tomorrow, it's actually up now at Lincoln Park. We did get an Optimist Club sponsorship for Junior Indiana Master Naturalists and then received an Indiana Native Plant Society grant of \$300 that will go to putting in a native plant garden at Heritage Trail as part of the hoophouse that is going up so.

Outside of that, we tried to continue to have my staff do a lot of development, presenting at conferences and then, of course, there's a lot of reports that we have to file with DNR, especially for education and for the animals that we have at the Nature Center so. Outside of that, if you guys have any questions –

Cambridge

Anyone have any questions for Mindy?

Lane

No, other than to just – you guys do amazing work and I serve, I work at the library so we love having you as a partner in our building and hope that it never ends. I know you guys need to grow and need more space and I'm really excited for that too but we love the partnership and the, it just seems to work so well with the youth services

in particular but throughout the building and what you've been able to do with us so thank you for your . 38:52 mic/no audio

Murdock We enjoy it too. All right, thanks guys.

Shappaugh Thank you.

Cambridge Thank you.

Barksdale Thank you.

Zionsville Rotary Club Special Use Permit-Pickleball Tournament

Cambridge Moving on to the Zionsville Rotary Club Special Use Permit for a pickleball tournament.

Logsdon Thank you. So this body has the opportunity to consider fundraising opportunities for nonprofits so that is what is before you this evening. The Zionsville Rotary Club has requested to reserve four pickleball courts for a pickleball tournament on May 10th of this year. They would reserve the courts from 9 a.m. until 4 p.m. and we would provide them with Shelter B free of charge. So we have in our Shelter Reservation Policy the opportunity to waive fees for nonprofits so we're happy to do that but because the pickleball courts are such a desired amenity, whenever we are taking them out of service for the community, we do have a fee associated with that. It's \$5 a court per hour so it's really, not, not going to break the bank for many organizations. So the proposal this evening for you all is to consider allowing the Zionsville Rotary Club to host a fundraising event at Mulberry Fields on May 10th, reserving four court, pickleball courts from 9 a.m. until 4 p.m. and utilizing Shelter B for their event. So as a part of that we used our Special Use Permit and defined the terms that they need to follow including having adequate insurance throughout their event as well as only serving those that are participating within their event. So they can't just provide food or beverage to anybody in the community. So happy to answer any questions associated with that.

Cambridge Do, do we know looking that far out, does May 10th conflict with anything else that we have scheduled in and around the pickleball courts or Mulberry Fields on that day?

Logsdon No, so this request came around September but we only do reservations within the calendar year so Mindy's been there since day one and actually built out how to reserve the courts within our online reservation system so we'll, we'll adjust any programming to not conflict with that date.

Cambridge Does anyone have any additional questions? Is there a motion to approve the Zionsville Rotary Club's Special Use or Special Permit Agreement for the pickleball tournament on May 10th?

Milburn So moved.

Cambridge Do I have a second?

Lane	Second.
Cambridge	All in favor say aye.
All	Aye.
Cambridge	All opposed same sign. [No response]
	Motion carries.

Ecological Monitoring-Starkey Park LARE Project Site D

Okay, next item moving along to Ecological Monitoring for Starkey Park LARE Project Site D.

Logsdon	Thank you, Ryan. In 2017 the, the department was awarded a LARE grant which is lakes and river enhancement from the Department of Natural Resources and they utilize that grant to improve some egregious erosion within Starkey Park. So one condition of the flood plain permit attached to that project was the survival and reforestation of a certain plot of trees. So we had to monitor that for three years and then send off a report each year capturing how much of the survivability was within that stand so, unfortunately, around year two we lost a certain percentage below the 75% so we had Stantec replant those and monitor last year. We are back up above that 75% but because we had that year where there was less than, we have to have one additional year of monitoring so. This is simply a change order from the existing contract for \$3,700 for Stantec to provide that ecological monitoring, develop the report and send that to DNR and hopefully finally close out on that requirement for our permit. So happy to answer any questions associated with this proposal.
Dilley	The \$3,300 proposal?
Logsdon	\$3,700.
Dilley	\$3,700? What's your signature authority?
Logsdon	\$5,000.
Dilley	Okay.
Logsdon	Because we're entering into an agreement and that's something I want to chat with to develop some framework and ruling around purchasing for the Superintendent position with you all this year.
Cambridge	Any further questions of Jarod?
Logsdon	This will be out of contractual services which currently is sitting around \$255,000. This was a budgeted expense.

Dilley The reason I asked that question is because when I saw the amount come through in the Board packet, I'm like I thought, I thought \$5,000 was your limit –

Logsdon Yep.

Dilley And then maybe that's just for capital expenditures and I don't understand the rules of the road but I think this is something that I would see operational assuming you would navigate within your budget assuming all those, all those different factors there so that, that was the intent behind my question. I didn't feel like it's necessarily something that needs to come to the Board. It'd be something we'd expect you as the Superintendent to be able to handle.

Logsdon Completely agree. So, one of my goals this year is to develop a purchasing policy –

Dilley Okay.

Logsdon We just don't have anything on the record –

Dilley Okay.

Logsdon And that would authorize me to sign, enter into agreements and things like that or get the Park Board President's signature without Board approval. So we just have kinda been going on word of mouth and staying within our confines of what we can do under statute but we're well below statute so. Working with Jon we'll develop a true procedure for you all to review and, and, and authorize if so be.

Cambridge Okay, pending no further questions, do I have a motion to approve the professional services agreement change order for Stantec to close out the LARE effort?

Barksdale So moved.

Cambridge Do I have a second?

Dilley Second.

Cambridge All in favor say aye.

All Aye.

Cambridge All opposed same sign.
[No response]

Motion carries.

Resolution 2025-01 Impact Fee Utilization Plan 2025 Update

All right, moving along here – Resolution 2025-01 Impact Fee Utilization Plan 2025 Update.

Logsdon

So last month discussing the impact fee utilization and the importance of applying those to projects as they are applicable, we had some great discussions about how much was leaving the coffers and was that the best use and you know that was the consensus but I, I did want to develop a resolution that will be updated annually by, by this body. So utilization of impact fees is, is, is pretty tricky. It's based on the amount of amenities we have throughout our park system but also our population growth. So every year as we have new Census data, we'll be able to update this future resolution, bring it before the Board and, and revise our funding strategy as appropriate. So I mentioned amenities coming and going throughout our park system, so an example is this evening you'll also under Old Business consider approving a resolution to allow the waiving of park impact fees so we add new park amenities. So that new splashpad, that new restroom, those would change the calculations for the following impact fee utilization plan so it'll be a living document that's updated annually based on how our park system changes.

So just to go through that – how we structured this was utilizing our, our, our playbook and that is the 5-Year Master Plan. Skip down to the proposed improvements within that and pull those documents so this, again, was conceptual from 2022 just signifying how we could fund our capital projects throughout the 5-year program. So obviously being 2025 we're already a little bit behind on some things but that's not quite as important as just keeping momentum going and, and finding opportunities where we can so. Just to touch on these, just to talk about the projects that actually are able to utilize impact fees and then we'll go down to a chart at the end that kinda talks about the plan for the foreseeable future with the 5-Year Master Plan so.

Carpenter Nature Preserve Phase 1 does have elements that can be utilized with impact fees. Lincoln Park, however, does not. So next or this year as you'll have the consideration for approving that rehabilitation project, there won't be any impact fees associated with that. And the same is true for replacements. So the Mulberry shelters and the boardwalk and the other things listed, since those are replacements, we're not allowed to use impact fees as well. Impact fees truly are only for new and shiny and that's not to say though that the Starkey Park parking lot as we added new spaces, impact fees could be used for that. That would be an eligible expense.

So going through there – there's also the Mulberry Fields pickleball court expansions, a proposed restroom as well as another shelter. So there are elements of that that could be used with impact fees. And, again, this was from 2022 so there were some proposed projects within the golf course but having privatized the operations, that's something that could be handed off to the contractor now for capital improvements in the future just as this body entertained approving their pavilion restroom last month. And, again, life cycle maintenance, those are not eligible expenses.

Holliday Nature Sanctuary would have an opportunity to fund some elements within it and I'll keep on going – the Heritage Trail Park splashpad and restroom would have an opportunity to fund elements within that as well and then potentially Overley-Worman Park's splashpad and restroom could as well or phase 3 of the pickleball courts if it involved a shelter and so on and so forth. So, again, the further we go out it gets a little bit more grey because we don't know what opportunities or challenges are going to come to our park system but.

Moving to the end, pulling from those two studies, the 2012 Impact Study as well as the '22, I've highlighted in green the amenities that are eligible for funding, either in part or total, and then moving down to the last pages, let me attempt to make that a little bigger, is just a, a funding strategy for those funds. So we have had a 2012 impact fee on the books for quite a while that currently sits at \$2,014,713.85. As we discussed at the previous meetings, we would utilize that primarily for the concession stand as well as the Carpenter Nature Preserve restroom.

Moving to 2022 which would have a little bit more flexibility, again, we've identified items within next year's projects that could be funded including the rustic trails, sun shelter, parking spaces as well as contingency for that restroom but then also projected out future budget years where we could potentially apply impact fees so, again, taking all this with a grain of salt because anything could change these future years as we project further out but anticipating for Holliday Nature Sanctuary parking, we could fund the 25 spaces that are associated with that. Heritage Trail splashpad could fund 0.3% of one of those but, again, as Wild Air, if we accept that park and add it to our park system, that may change that equation and that might not be funded through impact fees. And, again, just going further out the same is true so, again, depending on your consideration this evening, we would adopt this resolution and then in a year from now a different resolution would be before you all with potentially adjusted increments.

So moving forward we will establish a new impact fee fund every five years and that'll be based on an updated study kind of coincides with our 5-Year Master Plan but we are off a little bit on our years, unfortunately, but, again, an impact fee, for those of you new on the Board, is for every single new dwelling in Zionsville so every house a developer has to pay a, a fee associated with that. I believe it's around \$2,045 for single family and \$980 for multi-family so as those projects pull their building permits, that's when they pay for those impact fees and then those fees are used to pay for new amenities in our park system. So happy to answer any questions concerning the proposed resolution.

Dilley

What's the, the burning platform to approve it tonight because I think that's a lot, this is a lot of – let me take a step back. 1) I agree that we need to chart our path forward, right because last time when we, when we approved major expenditures for Carpenter and, and the Mulberry Fields right, we had a good conversation about this is a trade-off conversation. Because if we approve this we're not going to be able to do something in the future right and that's what we've been tasked to do is help set those priorities so I agree that we need to chart our path forward. I think the Comp Plan just the Parks Comprehensive Plan or Master Plan, whatever nomenclature we want to use for it, can help guide that, right? And so I, I agree that we need to do this. What's the burning platform of making, of approving it tonight versus us debating it, chewing on it and maybe coming back in February? Because I want to be respectful, we've got a couple new Board members who are getting up to speed and this is, it's important, right? It's pretty large expenditures. Do you have like a timeline you're working on or is it just, just something you're wanting to get done?

Logsdon

And, and we could review this annually but because there were funds within the 2024 budget that are going towards Carpenter as well as Mulberry, we want to encumber

those I just wanted to provide additional support and documentation for that request carrying forward.

Cambridge

I want to add a little context too, especially for those that are new. When we look at a park system which is sort of our job right is to help steward the whole system and that's all the pieces and parts and all the programs and all the stuff, one of the tools that we need to lean on as opposed to what I see or hear or what you see or hear or what Jarod thinks or Mindy thinks is the 5-Year Plan. So the, the purpose of a 5-Year Master Plan is to go through a robust process that has sort of a, a triangulated methodology which is what ours has where they use a bunch of different techniques, some are observational, others are quantitative, others are qualitative to analyze our park system, analyze our community, how it's growing, how it's changing, what we have in the system, how it's aging, what's new, what's not, what's used, what's not. Ultimately at the end of the day, at the end of all of those techniques, in addition to the public engagement that they do through public meetings and workshops, stakeholder interviews and focus groups as well as public opinion surveys, they take all of those findings and the things that they hear consistently in terms of needs or priorities across all those techniques those become the focus of the 5-Year Plan.

So when we start to think well, if we have, if someone came to us, for example, and said we have \$5 million dollars we want to donate to the park system what should we spend it on? This is the first place that we should go to look for what the priorities are because there's a defensible process that was run by an outside consultant that was then adopted by the Town Council to lay out a path for the next five years of what we should be focusing on. Now all that to say, that doesn't mean that as things change because I, I do these plans for a living and we like to say they're living documents. The world changes, things change, things happen where you might need to revisit those plans but ultimately at the end of the day this is the first place that we start and I think, Jarod, correct me if I'm wrong, but the intent of what we're approving tonight is that we're using, we're not necessarily approving or correct me if I'm wrong maybe we are, but I don't understand that we're approving these exact dollar amounts for all of these projects but rather saying the projects that we will pursue or utilize park impact fees for are these projects which are identified in the 5-Year Master Plan. Is that –

Logsdon

Absolutely, that's, that's correct to the methodology of how this was developed and just to touch point since I kinda skipped over this, looking at our 2012 impact fee utilization, there's no new revenue coming into that because that's a vestigial fund now so eventually that will be spent down and that's the point but as we look at our 2022 impact fee, based on estimates we're still receiving around \$400,000 a year from new development and that changes year to year. There's a proposal later in the meeting concerning \$1 million dollars with a development so that, that's not something we can project. That's just kinda develop, dependent on the development pressures of Zionsville which, as we know, are exorbitant so. It is with fair confidence that we, we believe this, we will continue to bring in revenue at least for the next five years within the 2022 so projecting that out we showed the existing cash balance today as well as the revenue we anticipate but then also to the best of our abilities right now showing the estimated expenditures for those amenities it could fund so looking at it and projecting out the \$400,000 a year it's pretty close to a wash as far as being able to fund these amenities listed and, and these amenities listed are straight from the 5-Year Master Plan as Ryan mentioned and it's really the only

assets that these impact fees can be used for so I would love to be able to use impact fees to, to make more trail connections because that's the number one requested amenity in our park system but our level of service is just too high based on our population. I think I did the math and our, our population would have to be around 140,000 before we could use these funds to fund hard paved trails. So every five years we'll have an opportunity to, to have a committee come together and redefine those levels of service so maybe someday that level of service could change so that we could use them earlier but based on the existing plans these are the amenities that can utilized and, again, as we invite opportunities for others to build our parks or receive donations and things like that we're going to jump on every opportunity we can but that might make it so our funding strategy changes.

I think a great example is prior to Carpenter Nature Preserve we could've used impact fees for park acreage but then once we received the preserve, we're well over that level of service which is a good thing but just an example of how these can change in a meeting.

- Cambridge Well and, and following up on, on park impact fees because that's another great tool in addition to a Foundation, another great tool that we have to help fund our system, we have an obligation as a town and the Park Board to, to be good stewards of those fees but at the same, the fees collected, but at the same time to reinvest them because that's the point. So as Jarod mentioned, you can't use park impact fees to sort of repair things. The intent of a park impact fee is that as new residents come to Zionsville and move here, whether it's building a home or 58:21mic/audio apartment, you're adding a higher, you're increasing the burden on the existing system. So we only have so many acres of greenspace, so many, so many miles of trails, the more people we have the level of service goes down for all residents if we don't add new amenities to the system. So we have an obligation to make good use of these resources, not just squirrel them away because they are earmarked for very specific uses and I'm not an advocate of we get a dollar in we send a dollar out, we need to be really specific and intentional about what we invest them in but we do need to invest them. I don't like the idea of carrying millions of dollars of impact fees for years on end 59:02 mic/no audio to the community that we're going to keep our level of service as high as it is, those need to be strategically reinvested so that's just a, a little bit of context about, I think, sort of as we talk about park impact fees and Jarod will be a great resource to keep us informed as we go along, a lot of restrictions around them but the intent is if we don't reinvest those, the level of service in our community will go down.
- Shappaugh Uh huh. Does waiting 30 days for us to get kinda caught up on the impact spending plans and how those worked last year, does that impact anything if we wait to vote in February?
- Logsdon No and I'm happy to meet with each of you individually to discuss this further. It's a very complex topic.
- Shappaugh That'd be great.
- Cambridge And Jarod, just to clarify as well, each of these expenditures, even if we were to approve this whether tonight or, or, or at the next meeting, you would still, we would

still have to come back and approve each individual purchase or agreement or it's not like this is a blanket approval for all of these projects, correct?

Logsdon Correct. If, if anything this is guidance as I build budgets for the next five years knowing where we want to place those and so then it'll go before Town Council for their consideration and then back to this Board before we sign any contracts.

Milburn So can you tell us a little bit like what is the intent of us approving this? It's framework is what you're saying?

Logsdon Yeah, just a guiding principle for how to utilize these. With the 2012, those should've all been out the door in 10 years. That's kind of what the study is to see what your growth is over 10 years and then what the development community should be paying towards adding those amenities so it's really just been whether it's to our benefit or not it's, it's been having those in surplus and not utilizing them when we could've used them with Heritage Trail phase 1 or phase 2 when we built on the second parking lot or, you know, we did utilize those in Overley-Worman Park and I've been trying to use them with every project but it was very purposeful to bake it into the 5-Year Master Plan so that we don't continue to fall behind.

Dilley What's the, yeah I'm, I'm looking at our, our legal counsel here – I'm not an attorney although sometimes I like to use legalese, legalese like –

Oberlander Play one on TV.

Dilley Heretofore and hereto after, but I guess heretofore I had assumed that just our approval as a body would've been kinda our endorsement to use those impact fees in the manner so I'm struggling to understand the value out of the resolution.

Logsdon And this is a forecast beyond just next fiscal year.

Dilley Okay.

Logsdon This is trying to show you, you all, allowed a lot to walk out the door but –

Dilley Yeah.

Logsdon There's a plan in perpetuity, for the next five years.

Dilley Okay.

Cambridge Well and I think too in, in my opinion, what this does is establishes sort of as you said, a framework for our priority when we're picking where to use funds as opposed to, you know, because that's always a, in, in any park system the, the needs way, way outweigh the resources so that's the benefit of having a 5-Year Master Plan as it was an objective process that's relevant and recent that gives you direction so that you don't lose the forest for the trees, right? And that's, that's the goal because we have to be thinking about what needs we have right now and the problems and challenges we have right now but we also have to make sure that we're incrementally moving towards these larger objectives which we agreed to with the community and that the 1:02:34 mic/no audio as part of the 5-Year Plan. So I think a challenge

sometimes is oh, we have these park impact fees and we're hearing a lot from this other special interest group that may be really well organized or really vocal about why they need more of this, we have to have a defensible reason of why we can say yes, we agree, we do need more of that but right now that's not as important as these other things that were informed by a process that had a methodology behind it. It gives us a defensible position to make these decisions from because ultimately at the end of the day I don't care how much money we raise, we're never going to have enough to do what we want to do so I, I think that that is the strength that the 5-Year Plan and I believe without putting words in your mouth that is the intent of this sort of spending framework is, is sorta saying that these are the things we're prioritizing and we're prioritizing them because they were part of this process that has been adopted.

Milburn Yeah, so to that, so I'm still confused on this. Are what we, are – because we do have a 5-Year Plan and we do, they do, we, we do come, talk about these things as they come up, are, is this, is this like coming up with a plan with the plan of the 5-Year Plan to say this is the things in the 5-Year Plan that we'd like to get done the most –

Barksdale That we can use park impact fees for.

Milburn Right and I think –

Oberlander Within, within the next year too, within 2025.

Milburn Okay.

Cambridge Yeah and, and the plan looks comprehensively at all the things the system needs. A lot of them are R&R, Megan's operation, you know, things that you can't just can't use park impact fees for so I think the intent of this is to say these are the things that do qualify –

Milburn But we're still going to talk about them as they come up –

Cambridge Yes.

Milburn So that's where I'm a little bit lost in terms of what is this, is it just us saying these are the things we'd like to do this year and then as they come up we can circle back to remember in January we said we wanted to do this?

Logsdon And I can bring an example of how this plan, our future plans of it, iterations of it might change how we utilize impact fees. So if our main priority was to have a community center and it, it seemed fiscally responsible and it seemed like something that we could support with operations and staff we could bake into this resolution and future resolutions that we will withhold impact fees until we can utilize them for that community center. Now that is a, that's an extremely large goal which might need 5, 10, 15 years to grow those accounts so that's something to consider as well but, so based on looking at the 5-Year Master Plan as well as understanding the priorities of our community, this is a utilization of those based on that so. Community center is mentioned in our 5-Year Master Plan but it also has been mentioned for the past 15 years so there, there's just a little bit of separation between aspiration and reality and this plan is to bridge some of those smaller gaps but ultimately, if it was the will of

this Park Board and future Park Boards so save for that, that could be documented and understood as hands change and –

Milburn And I don't want to sound argumentative, I'm just a little –

Logsdon No.

Milburn Confused about the –

Logsdon It's a plan within a plan, yeah.

Cambridge Right, I think there's differing perspectives and, and because park impact fees are reasonably complex legal documents, there's varying degrees of understanding of what can and can't, what they can and can't be used on and who gets to decide that and where it goes and, and I think it would make our lives both more transparent and more efficient if we had a plan or a framework that we were, what we were planning to do with those versus we're just, you know, and, and I don't know because this predates my time on the Board, certainly my long tenure as President, but, but I, I don't know if there was a plan, how we ended up with \$2 million dollars' worth of impact fees because if there's not a plan and we're not investing them then to me that, that means we're not necessarily doing –

Milburn Right.

Cambridge Our job properly.

Milburn Because otherwise we're just waiting around for Jarod to come and say hey, we should spend this on X.

Cambridge Or, or we're waiting around because we chose – you know, like there's just no transparency about why we're doing it and it's probably for no reasoning at all subject to not having a plan so I think that that's the intent is to –

Dilley Give us another month to study it I guess is what I would request to go through and, and look through that. If you still think that we have gaps between where we're trying to go and, and I see this differently from like what's sitting currently in accounts like impact fees that we can go spend versus operationally what we can tactically go execute because I know that we've got, we've got a vision, we've got a 5-Year Plan, this is where we want to go but we can't fall into the fallacy that operationally that's approved and budgeted and we have the, and we have the FTEs to do that and so I would, I don't know if next month is the appropriate month or by the end of the first quarter we need to look at this but when, when is Carpenter set to open?

Logsdon 2026.

Dilley 2026, right? Like we need to be having those conversations now because we, while, while we have it in our 5-Year Plan, it doesn't necessarily mean it's going to be approved to be operationally executed which I believe the Town Council from an FTE standpoint is ultimately who, who signs off on that and so we need to be escalating those conversations prior to when budgets are made, prior to that because

if we're, if, if the Town Council does not allocate to the Parks Department the FTEs we think we need to do to go execute on our vision then we're going to have to have some trade-off conversations programmatically about what we do to be able to financially achieve all of the objectives that we're trying to do so that's semi-related to what we're looking at here with this resolution because we're talking about a 5-Year Plan, I just don't want us to fall into the gutter of we've got this plan, we're going to go do it because that's not in reality how the funding actually works.

- Cambridge No, that, that's correct. I would agree with that. I mean every dollar that you spend on capital has implications to operations and maintenance, especially when it's talking about large new facilities and new parks. I think that most often the elements that are funded through impact fees in communities of our scale are, are not as substantial as a community center. I think that would take a, quite a bit of growth we'd have to add quite a few homes very quickly to make that happen but, but I appreciate your point and I, I think if we table this to the next meeting that should give everyone enough time to take a look at not just the resolution and the charts here but I would encourage everybody and maybe Jarod if we could re-circulate a link to the 5-Year Plan, especially those that are of you that are new you could kinda familiarize yourself with the process that informed that and the outcomes of it, yep, that's, you got it. It's bulky though so there is a digital version.
- Shappaugh But there's pictures in here. I'm a visual –
- Cambridge Well done, so.
- Dilley Ryan, does that have FTEs in it? Does that have like operational FTEs in the 5-Year Plan?
- Logsdon There, there is a staffing study suggestion in there.
- Dilley Is that what's in there still relevant to our current FTEs? Like if we were to look at that could we assess the gaps that we still need to close for us to operationalize Carpenter in '26?
- Logsdon There is a huge gap in our existing FTEs versus what it proposes to be adequately staffed and funded –
- Dilley Yep.
- Logsdon So that just makes those 4,000 work orders all the more impressive from the small but mighty team we have.
- Dilley Yeah.
- Logsdon But to your point, so it was a professional study looking at peer communities –
- Dilley Yeah.
- Logsdon And it gauged their park systems versus and that was acreage, demographics, annual budgets, to come up with a composition of what that kind of median FTE is –

Dilley Yeah.

Logsdon So that's the metric and we're, we're far behind that. The 5-Year Master Plan I think it was proposing 48 additional FTEs in the next five years which, as we know, is just not realistic at all but it still gives us statistical information to express why and defend why we need additional.

Dilley It's coming to a head, right? Within the next year this is all going to come to a head and so I think we need to be having those conversations now with the Town Council and I, I empathize and I don't envy the position the Town Council's in because I'm sure the Fire Chief and the Police Chief and everybody is, is needing more resources for the safety of the community and Public Works as well too. That's a really difficult position that they're in but what I would recommend as part of a strategic discussion, can you lay out here's our current FTEs, this is what the 5-Year Plan says, this is the gap between that and then maybe a professional assessment from you if, if we can't get to ideal state what is like a, a get-by state –

Logsdon Uh huh.

Dilley So that we can continue to escalate that up to the Town Council because if we don't get those resources allocated then I think it's up to us to really have some trade-off conversations.

Cambridge Well and I think too as a community, whether we're talking about the Council or this Board, or any resident, we have to make a choice about what type of community we want to be. We have the benefit of a really great system of parks. We have a lot of great natural lands which is a huge reason why a lot of people move here and a lot of folks have enjoyed that over generations but at the same time, we haven't always had a robust and dynamic and active and present Parks Department like we do have now. I think for, for a long, long time, for probably much of the Parks Department's history pre-dating Jarod's time, it was a much more traditional sort of older method of parks and rec where it was maintain what you got, fix what, fix what's broke and that worked for a long time for a lot of communities.

The differences now parks, as I think we can all appreciate, are much more important and much more central to many communities' economic development strategies, many communities' livability and walkability strategies. They really are critical infrastructure that is gonna help us remain who we are or become who we want to be as a community but we need to invest in them like we invest in other infrastructure like roads and pipes and public safety and everything that I think most people wouldn't argue is essential to quality of life. I think the challenge that we're in to your point Matt is that for a very long time that was not the perspective of the or that was not how, I should say, the, the department was funded or operated. So we're, we're playing a lot of catchup and in the time that Jarod's been here the amount of new data and metrics that are tracked and, you know, it's, it's been really impressive the modernization of the department that you've been able to, you and your staff have been able to do but at the same time, to your point, we are coming up on a head where there's only so much you can do. There's only so many, we get more, I mean every project that we do we're having to leverage grant funds and donations and sponsor – it uses everything because we're so woefully understaffed and underfunded so if we want to continue to be a city known for its or a town known for its high-

quality parks, we have to invest in continuing to grow that system as new residents come, otherwise that experience or level of service is gonna go down and that's a choice that we as a community have to make.

Milburn And one of the most impressive things I think in the year I've been on the Board is the amount of grants we've been able to get and, Jarod, you've been able to do and as well with your year in review, picking up 90 additional acres also means it's, we're increasing the amount of maintenance that those things take which is more and more money and so it is, it's that balance that we've got to make sure that we're prepared for.

Logsdon And, and Chad, to your point, I don't want to minimize that. The 215-acre elephant in the room is Carpenter Nature Preserve and how are we going to take care of that because one of the, the biggest failures we could have is opening this amazing preserve and then not having the support to support it so our primary objective with the next calendar budget is to fund those positions necessary for Carpenter and that's been known since 2023 and I'll continue to champion that and, obviously, that'll be in next year's budget but I would welcome any assistance from the Board to help echo just how important that is to this department.

Dilley I think, I think that's what we need to do is, is help you with the quantification of what's the actual need, right? We have this 5-Year Plan. There's a big gap between the 5-Year Plan. What is the actual need going forward and how are we quantifying that because we need to have those conversations now to be able to do that a year from now.

Lane 1:15:13 mic/no audio

Dilley And, and I don't – I, I want to be clear too like and for the, like for the new Board members like we, we don't get to decide Jarod's operational budget, Town Council decides that. I don't want to create an adversarial relationship with the Town Council. I want us to quantify what we think is actual need and communicate what we think is actual need to be able to 1:15:45 mic/no audio so, I want, I want to make sure it's a partnership with the Town Council that we can all unified say this is what we think is actually justified as we look at it and work through that.

Cambridge So we'll table that measure for, that motion for next month's meeting.

Barksdale Jarod, can I ask a quick question and you probably said this but I was probably thinking about something else when you 1:16:17 mic/no audio but the column that says the target ratio with a ratio formula, where's that come from?

Logsdon That is baked within the study so we just pulled those tables and used that equation.

Barksdale 1:16:29 mic/no audio

Logsdon No, sorry from the 2012 or the 2022 Impact Fee Studies which I'm, I'm happy to share as well.

Barksdale So 1:16:36 mic/no audio because that's done every 10 years or how –

Logsdon Every five years so.

Barksdale Five.

Logsdon Yep.

Cambridge That's state statute that governs that, right?

Logsdon Yeah.

Barksdale So where's 2017 –

Lane Where's 2017?

Logsdon That one never got approved fully.

Lane 1:16:43 mic/no audio money came in.

Logsdon Yeah and it just deferred it to the old plan. So the, the –

Cambridge We had an opportunity to adjust the level of service. So as your, as your level, so if we add like, for example, when we add Carpenter and add these new acres and new facilities and things like that, our level of service goes up –

Barksdale Sure, right.

Cambridge So when you reevaluate the park impact fee at the end of the, the 5-year period instead of saying well, it, it, it actually, it, it costs this much per household to provide this level of service we have to say well our level of service is higher now so what is that dollar amount? So if there wasn't a new fee structure imposed then what happened is we missed out on an opportunity to adjust the fees that we collected to be reflective of the actual level of service that we were offering.

Barksdale Okay.

Lane 1:17:47 mic/no audio since we've seen a lot of growth in our community.

Cambridge We left a lot of money on the table.

Lane Yeah, we did so.

Barksdale Okay.

Lane I have a question too. Can, in your free time, as a new parent, the action plan items that were in the – can you give us at some point like an update of what we've actually accomplished or?

Logsdon Oh sure, that's easy.

Lane Like 100% done on Carpenter Nature Preserve and you know –

Logsdon Yep. Happy to do that.

Barksdale The canoe launch.

Lane The canoe launch – I’m like do we have that? I have a kayak I want to do that.

Logsdon Eagle Creek has its challenges with the canoe launch so that’s a lower priority but happy to chat about all the things mentioned within the 5-Year Master Plan, absolutely.

Cambridge Okay, I believe next we are moving on to –

Oberlander Sorry, President Cambridge – before you move on –

Cambridge Yeah?

Oberlander You just need to make a motion to table.

Cambridge Oh, okay, yep, absolutely. Thank you, appreciate that.

Oberlander Uh huh.

Cambridge That was a test actually just to see if you were –

Dilley Motion to table –

Cambridge Well done, well done.

Dilley Motion to table the resolution to next month’s Board meeting.

Cambridge Do I have a second?

Shappaugh Second.

Cambridge All in favor aye.

All Aye.

Cambridge All opposed same sign.
[No response]

 Motion passes.

Turkeyfoot Bridge Rehabilitation Construction Administration

Okay, Turkeyfoot Bridge Rehabilitation Construction Administration.

Logsdon Throughout 2024 we partnered with BF&S to design and engineer the Turkeyfoot bridge approach improvements that have been on our, our priority list for quite a while so that contract will, it permitted it, it designed it and it’s going to carry on

until the completion of the project but there was not construction administration within that so construction administration they, they have a representative there during some of the milestones. It can really protect our interests of understanding, you know, things were installed correctly and it's going to pass those future tests or it's just going to stand up to the, the, the test of time or meet the spec that was within the documents so. It's a critical component of all construction projects and this is just funding that part-time throughout the bridge's construction here in 2025. So we have a not-to-exceed number of \$30,000 that would come out of our contractual services line within the general fund to provide those construction administration services throughout the renovations and rehabilitation of the Turkeyfoot bridge and that would be with representatives of BF&S who are qualified to conduct those types of observations and studies.

- Cambridge Questions for Jarod about the motion?
- Tischbein Has the contract, the construction contract been let?
- Logsdon Yes, so we awarded that utilizing 2024 funds and are going to encumber those so pre-construction meeting will be this month and we'll kick that off right after that.
- Tischbein Who, who's the contractor?
- Logsdon Morphe Construction who completed our Big 4 Rail Trail and have really been working well with bridge, bridges in recent years building capacity.
- Tischbein Thank you.
- Cambridge As we're, Chad, to your point of sort of capacity of staff, as we're looking at capital projects that come before us, especially larger ones or ones that involve structures like bridges or complex park rehabilitation projects where there's a lot of moving parts or technical components, it construction administration or construction observation are a critical part of the design process. They, unfortunately, are often VE'd from the design budgets because they are, it's additional money but I want us to think about that very intentionally and strategically when we look at approving design contracts or engineering contracts because without a qualified representative in the field observing and documenting on our behalf, it really does fall on the staff having the responsibility to do that and I don't know how many bridges you've recently Jarod, probably more than I have –
- Logsdon A couple yeah.
- Cambridge But, but nonetheless, that that's often an unfair burden or an overly technical burden for a lot of folks and an ounce of prevention is worth a pound of cure for sure when it comes to structures in complex parks so it is more money upfront but it is an investment in protecting what we are already investing in so. Speaking of someone who often gets construction administration services cut from our contracts, that's, it's important. So with that is there a motion to approve or any questions?
- Dilley Question –
- Cambridge Yes?

Dilley Do you have kind of industrial experience with contract administration Doug or no?

Tischbein No, not really.

Dilley Okay.

Tischbein I've been on the business development side for municipal infrastructure improvements for 35 years out on the contracting side –

Dilley Okay.

Tischbein So we always worked in relationship to the engineering firms –

Dilley Yeah.

Tischbein That typically would provide CA.

Dilley Yeah. Do we think the 1:22:47mic/no audio fair market rate Ryan?

Cambridge They seem like it, especially for a bridge. I mean if this were a park site or a little bit more, less technical construction project I would anticipate them to be a little bit lower as a ratio of total fees but I'm not overly surprised –

Tischbein Again it's a not to exceed –

Logsdon That is a not to exceed and we did reduce the hours a little bit. It was originally 45 but we negotiated just a little bit less time onsite.

Cambridge In, in general with a suspended structure like that there's an increased sensitivity to liability so the inspections are typically more robust than they would be for flat work or something like that.

Dilley I have no further questions. Thank you.

Shappaugh Have we paid for something like this in the past and how does the price compare to past contracts we've had?

Logsdon So normally many of our proposals have a certain amount of part-time inspection fees baked in and there's always that line, as Ryan mentioned, for a full-time attendant onsite to really supervise everything but we, we, we actually never have gone with a full-time site inspector, it's always part time for those monumental moments which is exactly what this is proposing with the bridge so. The rates do appear just about identical to the other firm we consistently work with so it's truly just minimizing our risk as a town, as a department and as a Board and making sure this is safe for everyone. I would love to spend it on something else I, I agree.

Cambridge Any further questions or discussion? Is there a motion to approve the Supplemental Agreement #1 for \$30,000 increasing the contract amount from \$97,230 to a not-to-exceed amount of \$127,230 for the Turkeyfoot bridge construction administration agreement?

Barksdale	So moved.
Cambridge	Second?
Lane	Second.
Cambridge	All in favor say aye.
All	Aye.
Cambridge	Any opposed same sign. [No response]
	Motion passes.

OLD BUSINESS

Resolution 2024-07 Wild Air Development Park Impact Fee Request

Okay, onto Old Business – Resolution 2024-07, Wild Air Development Park Impact Fee Request.

Logsdon For our new members I'll give a little background to how this came about. So with the Wild Air development, there's the opportunity to have a park established with that community day one and the, the developer has offered to develop those park amenities for us with a waiver of impact fees. So this has occurred in the history of our park system. That's actually how we got the tail end of our Big 4 Rail Trail, that last slice through Vonterra was this type of thing as well as the acreage associated with Overley-Worman Park. So this is not uncommon for park systems or Zionsville's park system as well, we just don't necessarily have a standard or a framework for how that looks in every single situation. So we're kind of curating the terms with every new opportunity.

So one of my goals with the '26 budget is to contract with a third party to actually develop those design standards so that we can hand any of these opportunities a booklet and say we want it designed to these standards and that's when we'll waive these things. So there are examples of that throughout the, the country so we'll just tailor those development standards to our park system, approve that as a Board and then these won't be a little bit, these won't be quite as fly from the seat of your pants. We won't be forgetting anything. We'll be capturing all the terms that we value and need for a successful project.

So even to go back further, the Spring Knoll segment of our Big 4 Rail Trail was also done as a Development Agreement so it's, it's truly baked into our DNA but it is time to standardize that and make it so it's much more applicable to every single project as far as, and not having to hand tailor it but that is where we are right now. We are hand tailoring this so last month there was the proposal for the Wild Air development team to not only develop a 30-acre parcel which was part of that 90 that we just received for a passive park. It's the Johnson, the Johnson Woodlands, the Woods of, but also develop a park that'll be available to the public within their larger

development so. The Board wanted a, a couple of additional terms in that just to ensure our protections in perpetuity and that it is going to serve our community so I'll chat through a couple of those items that were added since the last meeting which the developer has reviewed and agreed to any of these terms as well. So with your consideration this evening, it would be to potentially waive the \$1,061,319 impact fee that would be associated with this development in lieu of the park improvements we'll talk about throughout this resolution.

So just, just gonna skip around a little bit. I think my cursor, yeah, my cursor's there so one of the whereases is that Wild Air or its assignee shall maintain repair and replace the infrastructure and improvements within Archer Park as set forth in Attachment D which we'll get to in just a minute and to the satisfaction of the Board in perpetuity. So that's kind of the, the, the, the newest whereas but we have two, two more exhibits that we've added so for our new members as well as any public watching, this is the Wild, Wild Air development. It neighbors Marysville Road to the north-south from Oak Street, proposing 289 multi-family units and 386 single-family homes. This Johnson Preserve here is 30 acres that was accepted by the Park Board at the December meeting so that will be our, that is our, our property now in perpetuity and then specific with this proposal is developing the improvements within Johnson Park which those are extremely restricted. We're only permitted to have a perimeter trail and some signage within that so the intent is truly to have a preserved piece of woodlands. So this impact improvement request would develop those improvements but also develop the improvements within Archer Park which would be a much more activated space. It's a 2-acre park. It would remain privately held, either through the Wild Air development or their successors but there would be a perpetual public easement so that our community could always use it. So if we are going to waive these impact fees, they will serve our community forever.

So this was the breakdown of those improvements as proposed. So within the Woods of Elizabeth and Sylvester Johnson of Wild Air's Farm, that's the 30 acres, there is the signage, the trailhead area and then then the perimeter rustic trail that would go within and then within Archer Park, which is the 2-acre park, there would be asphalt accessible trails, concrete sidewalks, stone paths, boardwalks, public restrooms, splashpad and playground. So the total planned improvements to be credited exceed the actual value of the impact fees that would associated with this development and the construction totals for the overall two park improvements also exceed the total of what they would be on the hook for with their development.

So, again, I have to zoom out here – this is the proposed improvements for our 30 acres that are held today and that would be the perimeter path and some trailhead improvements and then these are the proposed improvements within Archer Park which is the 2-acre park that'll be held by other party but will have a perpetual public easement on it. So we have a play area, restrooms, accessible trails and the like. And these are some of the amenities that would be within that Archer Park just for reference. This was just a, Exhibit C was an agreement to the terms as far as those improvements for those fees and then we'll talk about Exhibits D and C a little bit further.

So Exhibit D is Ongoing Maintenance Commitment. So Archer Park to be maintained and clean operating order and kept to ADA standards for safe and accessible public use in perpetuity at owner's expense. The site shall have regular

cleanups 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 should be maintained free of sun fading or disrepair. Mechanical room storage in non-public 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 inches in unkept height except when weather conditions do not permit mowing so think spring when we get those torrential rains. Mulch beds and urban tree wells to be maintained 2 inches 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 the owner or Parks Department. So if we enter into this agreement with the Wild Air team or their successors, we would still patrol it but we wouldn't be on the hook for the maintenance of it is kinda the goal of this so Chad, to your point, about not having quite enough resources, as far as maintaining one rustic trail in a 30-acre parcel, we feel exceptionally confident we can add that to our existing workload. An activated space with restrooms, splashpad, playground, that's another, that's a, that's a bigger lift so the fact that we have the opportunity to allow that to continue to be third partied but still have our community enjoy the amenities is a huge win. And many of these terms as far as these standards while they are subjective, were pulled exactly from our Operations Manual so we're trying to hold them to the same standards we hold ourselves. Landscaping must be maintained in good – I already read some of that –

Terrestrial invasive species as defined by the Indiana Department of Natural Resources must be removed and monitored for reestablishment as identified by the owner or Parks Department. So being a 2-acre parcel that's not too heavy of a lift after initial clear out but we have enough community members as well as our team so should something pop up, it's within here that it has to be addressed by the owner.

Stormwater and erosion concerns to be addressed at 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. That's our splashpads, 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 & 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 so there was the discussion about, you know, in 30 years they want to remove the splashpad – that would have to come before this body to approve that removal. And in the event of such, there may be additional accommodations investment that that party would have to make to justify its removal. So, again, if we're investing these funds ergo waiving them, they need to pay it forward in perpetuity as well. And then

just the acknowledgement from this Board, our President, as well as the owner's representative.

So within this resolution the only other change as well was that the park improvements to Archer Park do have to occur within two years which is on schedule with what the development's planning as well. So happy to answer any questions or discuss any items that you would like to see within this as well. We do have representatives from the Wild Air team should there be any things that we need to adjust or modify.

Tischbein Probably, I've got a couple of questions – probably in a contract somewhere you've got some remedies in the event of a default.

Logsdon So sorry, I missed that. Yes, there are terms – oh, I didn't even talk about Exhibit E. Sorry about that. The Park Board would have the ability to establish the operating hours for Archer Park and then just some additional terms concerning ADA and things like that. All signage is to be approved by the Superintendent of Parks prior to installation. There cannot be an entry fee for the park but any elements not within the impact fee credit could be fee based. At the time of completion, the park must be reviewed by a licensed landscape architect and they would develop a, a punch list of outstanding things as well as a cost to complete those and then the Wild Air team would provide the as builds, the operation manuals and the closeout submittals necessary for that project. So if they do not complete this within two years, I believe they have to pay back all impact fees plus 8% and I'm just not finding that right now with my quick scroll but I did read that.

Cambridge And the public use easement that's a deeded easement, right? So that'll transfer with the property?

Oberlander It'll be recorded.

Cambridge At some point if the property ever changed hands these terms would carry with that easement.

Oberlander Yes. Yeah, it'd run with the land.

Tischbein Do we, do we get first right of refusal if they're gonna transfer the asset or sell it? What, what's our rights in taking priority on, on a transfer?

Oberlander Well I think you would just have the authority to approve it or not. 1:37:45 mic/no audio. The Park Board would have the authority to approve that or not so it would still 1:37:55. mic/no audio

Cambridge Are, are you referencing the actual, like a fee simple transaction of the land?

Tischbein I'm just saying Archer if they decide they don't want to be in the park business anymore and they want to get rid of the asset, first position to say yes or no we want it or not.

Logsdon I, I think that is captured within the condition that they have to come to this Board if they're going to decommission any parts which I think would include all of it.

Oberlander Well and since that is, that requirement is going to run with the land, I mean if they sell it to someone else they'll still be on the hook for maintaining it. Same standard that Wild Air is.

Milburn I assume it's going to end up with like the homeowner's association, right?

Logsdon I think that is the, the plan. Yes.

Cambridge The, I, I assume both a fee structure 1:38:50 mic/no audio

Logsdon So I do know and I can ask their representative to come up if, if he might know but I do know that there's a private pool that's associated with this and it'll actually share water with the splashpad so I have to assume they're already anticipating the large expense of a pool so they're building in those operational costs as well. But it's a great point, yep. I'm getting a head nod so.

Cambridge Do I or do we have a motion to approve?

Shappaugh I'm sorry, I have one more question. So, I just want to make sure I understand. So we would be set to receive approximately \$1 million dollars in impact fees from this Wild Air development, correct?

Logsdon Yes.

Shappaugh And instead we're forgoing that to build these parks and they will be accessible to the community but they will be within the neighborhood. Is that correct?

Logsdon So that, that's mostly correct. I'll go back to that image of the site just for reference. So, again, this 30-acre parcel over here is already held by the Park Board. That's ours. They are offering to make the improvements that are allowed on that site so that it's ready day one as this community comes in. So part of the strategy and part of the things we want to do as developments come in is learn how the green infrastructure can coincide with its development and that just allows for a better selling point. They can sell if there's this park in their backyard but also that reduces the remonstrance on the backend. If we, for example, this preserve would not be a high priority because it's not even in our 5-Year Master Plan right now so we might kick that can 5, 10 years so in 10 years a future Park Board is facing some opposition because they don't want to invite the public into their backyards but having that assumption day one is a little bit different than at a later date. So that's, that's part of the incentive to trying to mesh these together but, as you mentioned, yes, that million dollars is what would be charged in impact fees for the approved development. So this would waive that transaction and the developer would utilize their resources, their economy of scales to develop these two parks for us, one being held by the Park Board now and one having a public easement in perpetuity.

Lane The cost, the anticipated cost is the \$1.578 –

Logsdon Yeah.

Lane So we're coming out, we couldn't, that's what they can build it for as opposed to if we wanted to do the same thing because of losing that economy . 1:41:35 mic/no audio

Logsdon And we talked about that a little last month.

Shappaugh I saw that, yeah.

Logsdon Yeah, I could not build a splashpad for what they're able to do it just because they're getting those economy of scales so if we even had the same vision for these parcels and wanted to do that for our community, the cost would be astronomical and we might not even be able to use the impact fees for those amenities as we discussed.

Shappaugh Yeah and that makes perfect sense to me. I think my fear is that we set a precedent moving forward that we are forgoing impact fees that benefit the community at large and go, could go for projects that are known to be public like Carpenter Nature Preserve and instead stick that one million dollars in a neighborhood park that we're going to have to do work to notify the public that they have access to it and that it is a community park. And so what does that look like if we do this now as we prepare for the Master Comprehensive Plan and all the online developments and neighborhoods that are going to be coming. I just, I think this looks beautiful but I think that what does that precedent look like and how do we make sure that the entire community knows it's for them since we're losing such a large amount of impact fees yet have all of these needs that it could be used for that are already a part of that 5-Year Master Plan. Does that make sense?

Logsdon I think that's a wonderful point and definitely something this Board should consider with each of these proposals prior to some type of development standard that would say it needs to be a certain amount of visibility to. So my comfort with this is that we don't really have a park west in Zionsville at all. So we have our Village parks and we have our Rail Trail that goes to the west but this is really our most western park to date and it's accessible both by Marysville Road as well as the pathways along Marysville so it will be visible to any traffic that goes there and further the park system will embrace this with all of our marketing to let the community know and that is also why we withheld the ability to approve all signage so we want to make sure it is blatantly obvious that this is not an HOA clubhouse that they're not invited to. We want to make sure that this is known as a public park, absolutely. I think that's a great point though.

Lane I mean and, and as opposed to like I mean it's not the same thing but the Stonegate Elementary is in the center of Stonegate and you're not going to see it if you don't drive specifically to it or you're not in Stonegate but it's still a public school. This will be much more visible because of, of just the location and the parking in the center of the, of the actual development.

Logsdon And, and I think that's a great term to define now as well as define when we work towards that framework for sure.

Cambridge Well and that's, this is sort of the, the, the tension that we have when we're looking at how we're prioritizing resources and/or sort of taking advantage of opportunities, right? We're not the ones proposing this development. We didn't create this plan –

Shappaugh	Right.
Cambridge	But the plan is economically beneficial to the community and, but we want to make sure that as residents come in and new people move here that the same quality of life that we all enjoy in a lot of the developed parts of Zionsville, because of our access to parks, trails and greenspace as a natural ends, that should be part of new developments. That is the standard of what Zionsville offers and this is a way that we can partner with developers to maximize the impact of every dollar that we have and so in this instance with such a large development like this, if this were much smaller it would be a lot easier to say well, you know, like maybe that isn't as high of a priority and we can redirect these. If this development is approved, which I, I believe it is approved, I mean, this is a substantial population that's moving here in an area that is currently underserved with our existing park system in terms of the geographic distribution of our facilities so it makes it a little bit easier in this case to say, okay, yes we are sort of using or there's an opportunity cost to using these dollars here but at the same time this is a project that's coming whether we do anything or not and it's our job as a Park Board to figure out how we continue to grow our park system where residents are moving. So that, that, that's, that's why there's this tension of sort of everyone of these "deals" has to be evaluated for its cost benefit not to devalue – what you're saying Jarod of having robust development standards clearly states the developers and development partners what we expect and the quality that we expect and what the agreement will look like, we should still go that route, but I think you have to look at every opportunity and weigh the pros and cons and is the tradeoff actually worth it? So, and I think in this case, in an instance like this with a large development coming online that's already approved and that we're getting a higher bang for our buck, 50 cents on the dollar, if you will, and, and, well, I think it's actually more than that because if you weren't building the pool or if they weren't building the pool I mean I wouldn't, I mean I would think it would cost us 6, 7, \$800,000 to build a splashpad. So there's some opportunities there I think that are unique but every deal's gonna have stuff like that so it's just our job to look at it and evaluate that.
Shappaugh	And the items that were selected to go in these parks, like who dictated that those are the needs of the community? Like and the splashpad and things like that? Does that align with what we have in the Comprehensive Plan and so we are allocating money as we already envisioned or how was that derived?
Logsdon	That, that's a great question. So this was proposed by the development team. There are splashpads proposed within our 5-Year Master Plan that we haven't gotten to yet so one of them would be at Heritage Trail Park just north of this so, again, it's meeting a need that we're not able to meet right now for a different population as well as the population at large. So, again, just trying to explore every opportunity for meeting all the challenges and expectations of our community. So, again, deferring to you all for the official thumbs up or thumbs down on this.
Milburn	Jarod, can you show us, obviously, they're building the, around Johnson Preserve, they're building the, the trail but in this that, that we were just looking at with the Wild Air, can you kinda highlight where this splashpad/park piece is? I know we're talking about how visible it is but –

Logsdon Yep.

Milburn Maybe in, in the Exhibit A if you don't mind.

Logsdon Yeah, I just gotta get below this image and I think we have a rendering of what you're talking about. There we go. So this is the 2-acre Archer Park. This is Marysville Road here where the, the crossing will be so there will be an island here in the middle of these lanes of traffic to help pedestrians over to the Johnson Preserve which is right here immediately left of the pink arrow. So that would be the trailhead where you'd begin your walk in that 30 acres. Conversely, heading back over, there, there's a pedestrian trail both at the north and south that would allow pedestrians to come in as well as parking here. So, again, back to signage, we could have something near the right-of-way that says Archer Park parking right over here where that lot is over here and until you get to – so this will be a large building that would block any view but the splashpad, the playground and the restrooms are tucked further into the park. That's a, that's a great point. So what you're going to see from the road are walking trails, a bridge over a wet area so that's gonna lend itself to some park amenities but I think those signs will be absolutely critical in making sure people know it's one of ours that they can explore.

Shappaugh Me, personally, I would like to see the more visible things closer to the road just so the community knows like you driving by it, it's obvious you got your kids in the car, it's a hot day out, hey, let's stop at the splashpad right? If I otherwise drive by a neighborhood and just see walking trails, I would just assume those are the trails within the neighborhood, right?

Logsdon I, I think that's a great point and not to be argumentative, I think these amenities are tucked back here because that's where the, the utilities are so the pool's near here so that's all kinda piggybacking next to the restrooms that are also planned over there which would be an extension off their ice cream shop that's going to be there. And just to another point, the Mulberry Fields splashpad is tucked way in the middle of our park and it's not really, it's a little visible from the road but it's certainly not near the edge by any means either so –

Shappaugh Yeah –

Logsdon Not to dismiss what you said. I think it's very valid but –

Shappaugh It just seems to me the way this is designed it's to piggyback off the neighborhood and create more amenities for the neighborhood as opposed to the community and a million dollars is a lot of money and we're talking about how do we get the money to fund these things, right? I think it looks beautiful and I live, if I live in Wild Air I'm super excited about it and it makes me want to move there but if I live in the community, I don't know that I feel the impacts of those dollars like these people do. And Mulberry Fields, yes, with the splashpads but we also know what Mulberry Fields is and that it is one of our parks, right, and so that's just my opinion.

Cambridge Yeah, well and I think too, to your point Jarod, I think, I think there are reasons – well, I want to circle back to the big, a big question that you asked which I think is very prudent of like is this the right stuff, right? And who came up with the proposal of this is what the park is and absent of development standards where we say for

communities of X size should have these types of things, it really does fall on the developer a lot of times to say here's what we want in our community. They come to us and show us a plan and we have to look at that and say do these amenities align with what we understand based on using, again, the 5-Year Plan as a sort of guiding document what the needs and priorities of the, of residents are. So, for example, Johnson Preserve is just natural land but at the same time if you look at surveys over the last five or I guess three 5-Year Plans, natural lands were the number one priority amenity of Zionsville residents, right? So that's where you could say oh, okay, like that checks a box, right? Splashpads – do we have any in our system currently? No. Can we afford to build – oh, we have one, that's true, that's one. I keep forgetting about that. Can we afford to build another one? No. And so it's, that's, it is our job as these development plans come before us to, to scrutinize what is in them because it has to be a balance of the private interests of the neighborhood or the developer building them but also us to say that yes, what the public has access to is meaningful and accessible. Now just one thing, it may be helpful to go back to, as you mentioned, Exhibit A – it's not just visibility from Marysville Road. So the benefit of this site is that if you zoom in a little bit you can see Archer Park Coffee, Archer Park and Coffee House. It's got, it will have public interconnected roads on both the east and the west side so there will be a road that connects to Oak Street – I don't know what the name of that road is. That will be very close to the, to the activated portion of the park – the splashpad, things of that nature. I know Marysville Road is obviously going to be the higher, has a higher traffic volume but I would consider this a fairly visible park site.

Barksdale Well, I mean if you consider Overlay-Worman, 1:53:14 mic/no audio a lot of people would maybe even assume that's just Vonterra's.

Lane Yeah.

Barksdale 1:53:20 mic/no audio do everything we can to make it clear that it's a neighborhood 1:53:28 mic/no audio

Cambridge I, I live on the park –

Barksdale Yeah –

Cambridge And there are quite a few people there.

Barksdale They'll figure it out and, and my understanding is sometime 1:53:38 mic/no audio there'll be a pathway along Oak somewhere which will allow people from Royal Run, Stonegate, all those people who have no parks an opportunity to walk or bike to a park that's – and they'll know about it.

Lane Uh huh.

Barksdale And like the Enclave could get there 1:53:56 mic/no audio

Cambridge If we just get someone to post on Zionsville Moms one time –

Barksdale Yeah –

Cambridge Problem solved, right?

Barksdale 1:54:04 mic/no audio until everyone finds that out and then . mic/no audio

Milburn I mean I live north like with Marysville Road, I live in Rockbridge so it's up by Heritage Park so I'm driving by this area all the time and I, I, I think that proper signage is going to be key to make sure that we say park this way, that we've got – but I think that there's going to be plenty of, especially with the, with the trail for Johnson Preserve, I, I'm hopeful with proper signage but for, to the point about being that far west, it's going to be nice, I think, to not have to go to, if we're looking for a splashpad to just kinda head down south and not have to go over to, to a different park but getting the word out there I think is key and I think that part of the reason they're willing to spend more money than what it would possibly do is because they can sell it as a feature for the community but then as long as we, you know, then that gives us the ability to say okay, well, like Zionsville Moms group, we gotta make sure that we're directing people to it and if one mom finds out about it or one dad finds out about it then next thing you know, you know, I think the, the word spreads, especially for the people who are going to be around there.

Cambridge Well and a lot of times too when you look at a large-scale neighborhood like this what you want in the parks in it are the things that meet the day-to-day recreation needs of people. So if you live in this park or live, excuse me, live in this neighborhood, you're going to want to be able to walk somewhere where you can have a picnic or in this case grab an ice cream cone, sit in some greenspace, access trails and things like that, those are what we, what I would call sort of walk-to things. So they're really going to draw folks from the community primarily but then you do have destination elements which would be like the splashpad right where because we have so few of those in our system summer is hot, splashpads are great, the people will travel to find that and they will seek it out and find that so I think the splashpad, honestly, is what's going to make people really aware of this park but it will probably be the thing that non-neighborhood residents use the most is, is my . 1:56:13 mic/no audio

Shappaugh Can you walk from the coffee shop to the splashpads? Is there a trail for that?

Logsdon I, I believe so.

Shappaugh I'm just thinking of the community coming to take advantage in the neighborhood, right? Because I could see myself doing that – going to get a cup of coffee and a tea with my son and walking over to the splashpad, right?

Milburn We're getting a nod that the answer is yes, is that right?

?? Correct. Off microphone

Cambridge Yeah it's not, it's greyed out in the graphic because it's not part of the “project” but it's, it's, it'll be, I can go get a coffee, right, if I don't live in the neighborhood I can go to the splashpad, get a coffee –

Logsdon It's probably encouraged.

Cambridge Yeah. I'm assuming they want that. So I do think, and, again, to your point of why is it located where it is – if, if I had to choose visibility over having all of the stuff immediately adjacent to an ice cream shop and a coffee shop, I would put it here every day of the week because that's a great place for me to hang out versus [REDACTED].
1:57:05 mic/no audio

Lane Once the kids find out there's ice cream there too –

Logsdon Well and, and, again, we do mention vegetation in this so they can't put a hedgerow to block people from seeing it so it'll be very visible from the road as well.

Shappaugh I think it looks great. I could see myself utilizing it. I live in north Zionsville and I would drive to something like this. I think just from the beginning my fear is that we're going to have a lot of developments coming online and I kinda see it as the responsibility of the developer to make their neighborhood attractive without the park impact fees, right? And to, to do things like this, to make the neighborhood desirable and what I don't want to see is that moving forward every developer wants to use their park impact fees to make their neighborhood more desirable, right, because this will be more desirable as a result of that, right? And so how do we prioritize the community at large with the individual neighborhoods going online knowing that this sets some pretty recent precedent without any firm guidelines in place?

Dilley I think – good points, right? I think that anchoring to where our vision is and what gaps we need to close because I don't think it should be the developers coming in to tell us what we need. It should be us telling the developers what our goal and what our vision is and if we can share that vision and leverage the economies of scales, the mobilization that's already there, I think it's a win-win. I think the beating up of the plan and the critiquing of the plan and everything like that, I think that's 100% justified and we should be in the position to call what should go there and what shouldn't go there and I think if we do that effectively we can approach it from a partnership perspective and not let it get out of hand.

Shappaugh Yeah, I agree.

Logsdon And, to your point, so we're really going to step back and look at all of what Zionsville's doing right now. We're going through our Comprehensive Plan update so I've heard some of the initial input and there's a lot of great things in there but if we are able to capture just how important how parks are within the Comprehensive Plan, that'll influence the subcontrol or Subdivision Control Ordinances so with every new subdivision or every new development there has to be a roadside pathway that's at least 8 feet. That's much better than a traditional sidewalk around 4 foot so, we've established that standard in our community so any development team that comes here knows they have to put that in. That's, that's really non-negotiable for the most part. So if we can incorporate and understand how we want to have our parks baked into these large developments as well then we're talking about we're not trading impact fees, that's baseline and then let's talk about how we can go from there.

Oberlander Well and, and I would just this is all, all controlled by statute and one of the conditions to get the credit is that it can't be something that they're required to build by law. So if we have that in our development standards and they have to build it,

they can't get a credit for it. So this is only over and above the park and recreation infrastructure that actually enhances our plan, or Zone Improvement Plan.

Cambridge Well and I think too there's an often a misconception that robust subdivision development standards or open space requirements or even high park impact 2:00:24 mic/no audio separate but deter development and generally there's no data that supports that. 2:00:34 mic/no audio have great walkability, great greenspaces, good distribution of parks, have higher property values and developers are wanting to build there. So I do, Jarod, to your point, I think we all need to be, and we said this last year, as the process, the Comp Plan process kicked off and a Comp Plan kinda trumps our 5-Year Plan, right like in the hierarchy of everything we've got goin' on, the Comp Plan is a, has, carries a lot more weight in terms of its influence in how our community evolves and our current, our Comp Plan is so ancient, right? The one that is in place right now, so we have an opportunity to modernize that and to clearly set an expectation about what types of parks, greenspaces, amenities are expected to be part of communities that are built here and the park impact fees are to help add additional things to that, right? And that, that, that makes the sort of developer/municipal relationship more equitable because right now we're trying to find a way to, to build what, what you said should kinda be built anyway but we're, but there's no structure in place that requires that so the, the Comp Plan is an opportunity and we all need to be advocates for that as we go to those meetings and ultimately have to approve 2:01:50 mic/no audio standards in there about what our expectations are of privately built parks or greenspaces in subdivisions.

Dilley So are we just needing to vote on or have a motion on the language that has been added that we adapt that or what are we, what are we needing to vote on right now?

Logsdon Tonight's consideration is whether to approve this resolution and waive those fees in exchange for the park improvements that are listed in this document. It, it does establish a two-year timeframe where that has to be completed with all the metrics we discussed. I will say, the, the developer is kind of waiting to pull their building permits because they want to, because that's when you pay for the impact fees so we, we can continue this if you all want to but I think at some point it might be off the table and I just want to be transparent on that.

Cambridge I think we call for a motion. Is there a motion to approve Resolution number 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 and approving a PRIF Credit Agreement?

Dilley So moved.

Oberlander And, I'm sorry, I would just add that it's amended since you read it into business at the last meeting –

Cambridge Okay –

Oberlander And there were some amendments made so just add as amended.

Cambridge Everything I just said with the amendments as represented in the packet currently.

Dilley	So moved.
Cambridge	Do I have a second?
Barksdale	I second.
Cambridge	I think we do roll call vote. Vice President, Kris Barksdale? I don't have, I don't have inaudible 2:03:25.
Barksdale	Aye.
Cambridge	Who is Secretary?
Lane	Thanks.
Cambridge	Yeah, sorry. There's a lot going on here.
Lane	Aye.
Cambridge	Matt Dilley or Chad Dilley?
Dilley	Should we say it at the same time?
Cambridge	I need a, I don't have my thing. I don't have a list of –
Dilley	Aye.
Cambridge	I'm so bad at this.
Milburn	Matt Milburn.
Cambridge	Matt Milburn?
Milburn	Aye.
Cambridge	Anna –
Shappaugh	Anna Shappaugh is it nay? Is that the opposite of aye?
Cambridge	That is the opposite of aye.
Shappaugh	Okay, nay.
Cambridge	Nay?
Tischbein	Doug Tischbein, yea.
Cambridge	And I, Ryan Cambridge, President, vote yea so that is 1, 2, 3, 4, 5, 6 – 6 yea, 1 nay. Motion carries. I will have a list so I can read from that next time.

All right, back on track. Other Board Related Items, 2024 year-end claims. Do we have anything else Jarod?

Logsdon That's it for me.

2024 Year End Claims

Cambridge That's it. Has everyone had a chance to review the 2024 year-end claims? Are there any questions, concerns? Is there a motion to approve – and you two are able to abstain from those if you, well, actually, they can, they can vote –

Oberlander Yeah.

Cambridge You can, you can vote on it. So is there a motion to approve 2024 year-end claims as presented?

Milburn So moved.

Cambridge Is there a second?

Lane Second.

Cambridge All in favor say aye.

All Aye.

Cambridge All opposed same sign.
[No response]

2025 Claims

Motion carries. 2025 claims – is there, has everyone had a chance to review those in the packet? Any questions or concerns? If not, is there a motion to approve 2025 claims as presented?

Milburn So moved.

Cambridge Is there a second?

Lane Second.

Cambridge All in favor say aye.

All Aye.

Cambridge Any opposed same sign.
[No response]

Okay, motion passes.

Adjournment

Is there a motion to adjourn?

Dilley So moved.

Shappaugh Second.

Cambridge Do you want to do a roll call vote or no? All in favor say aye.

All Aye.

Cambridge Motion carries, motion, meeting adjourned.

Ryan Cambridge, President

Kimberly Lane, Secretary

Respectfully submitted,
Bonnie Black –
Welcome Center Coordinator
Zionsville Parks & Recreation–2-12-2025



Superintendent Report

January 2025

Staff

Special Events Coordinator Megan attended the National Recreation and Parks Association Events Management School in West Virginia January 13th -17th.

Senior Maintenance Team Lead Will attended the National Recreation and Parks Association Maintenance Management School in West Virginia January 27th-31st.

Maintenance

The Maintenance team responded to multiple winter weather events throughout the month of January, maintaining the park system's trails, pathways, and parking areas.

The team installed a bike repair station at the Zionsville Rd Trailhead as a component of the 2024 Central Indiana Bicycling Association grant award.

Staff completed 148 work orders in the month of January.

Natural Resource Management

The Natural Resource team completed chipping honeysuckle from fall Weed Wrangle sites at Creekside Nature Park and the Zionsville Rd Trailhead.

Events

Staff continued the Winterfest season with our first Java Trail on January on January 9th. Attendees and shop owners were happy with the event and look forward to its growth in future years.

Puzzle Swap remains ever popular with 216 attendees swapping 1,536 puzzles.

Nature Center

The Naturalist team kicked off the second half of the school year's Nature Connections program at Pleasant View, Trailside, and Eagle Elementary.

Heritage Trail Park

The Superintendent filed a Develop Plan Amendment with the Plan Commission for the **Hoop House** installation.

Mulberry Fields

A pre-construction meeting was held with Structure Midwest for the **Mulberry Fields Concession Stand**.

Carpenter Nature Preserve

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

Turkeyfoot Park

A pre-construction meeting was held with Morphe Construction for the **Turkeyfoot Bridge Rehabilitation** project. Initial project clearing will occur this winter with major construction planned mid-summer through fall. Closure plans will be communicated to the public as they are finalized.

Lincoln Park

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

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

Outreach + Updates

The Superintendent and Director of Public Works met with representatives of Carmel and Fishers to discuss a branding campaign for the 106th Street roadside pathways, “The 106” that connect our three communities. Signage and mile markers would signify the east-west route for pedestrians and cyclists with 0.0 beginning at 106th and Zionsville Rd.

The Superintendent and Director of Recreation Services finalized a native plant list in coordination with Boone County Soil and Water District for our first native plant sale set to take place later this year.



Staff installed a bike repair station at the Zionsville Rd Trailhead as a part of the CIBA grant from 2024. Bicycle safety and trail etiquette signage will join the installation.



Puzzle Swap remains a popular hit in Zionsville with over 1,500 puzzles changing hands in 2025's event.

January 2025 Recreation Services Summary



Attendance/Program Summary:

Parks and Recreation Participants broken down as follows:

- 1,444 Zionsville Nature Center walk-ins
- 523 Zionsville Nature Center impromptu program attendance
- 153 Attended private group programs this month.
 - o January 23 – Pleasant View Elementary Science Fair Judging – 12 @ PVE
 - o January 27 – Nature Connections – 20, 19, 21 @ PVE
 - o January 28 – Nature Connections – 20, 22, 20 @ PVE
 - o January 29 – Nature Connections – 19 @ PVE
- 540 Attended public programs, distributed as follows:
 - o 161 Attended Nature Center Programs
 - January 2 – Discover Your Backyard: Tracks - 3 @ Heritage Trail Park
 - January 3 – STEAM Camp – 20 @ ZNC
 - January 3 – Animal Adventures - 8 @ Library
 - January 4 – Jr Naturalist – 5 @ ZNC
 - January 8 – Drop-in Discovery: Hibernation – 12 @ ZNC
 - January 9 – Meet the Animals – 25 @ ZNC
 - January 10 – Toddler Trek: Animal Tracks - 18 @ Overley-Worman Park
 - January 11 – Leave No Trace Workshop – 5 @ ZNC
 - January 14 – Jr Ecologist Homeschool Club: Herpetology - 9 @ ZNC
 - January 15 – Lil Naturalist Homeschool Club: Winter Animals – Cancelled due to low registration
 - January 15 – Backyard Maple Sugaring – 3 @ ZNC
 - January 16 – PEEPs: Animal Clues - Cancelled due to low registration
 - January 18 – Mighty Muskrats – 14 @ ZNC
 - January 21 – Family Nature Club: Scavenger Hunt – Cancelled due to weather
 - January 21 – Meet the Animals – 30 @ ZNC
 - January 23 – Hike with a Naturalist – Cancelled due to low registration
 - January 25 – Woodpecker Walk – 7 @ Turkey Foot Nature Park
 - January 29 – Art in Nature: Pinecone Animals - 2 @ ZNC
 - o 103 Attended Outdoor Recreation Programs
 - January 3 – Illuminate the Night: Luminary Workshop – 3 @ ZNC
 - January 4 – Illuminate the Night: Luminary Workshop – 44 @ ZNC
 - January 4 – Illuminate the Night: Luminary Walk – 56 @ Overley-Worman Park
 - o 276 Attended Special Events
 - January 9 – Java Trail – 63 @ Lincoln Park
 - January 25 - Zionsville Puzzle Swap – 213 @ Town Hall

Additional Information:

- Zionsville Puzzle Swap saw 1,536 puzzles collected for the swap (1,100 in 2024, 656 in 2023)
- Winterfest wraps up in February with Frozen Fete, Valentine Luminary Walk and Fireside Nights
- Summer camp information is out <https://www.zionsville-in.gov/summercamps> camp registration opens March 3 and there are 19 offerings this year with several new camps and opportunities
- Native Plant sale will go live mid-February. Plants will be in 3.5" x 3.5" deep pots and \$8/each. Plant sale pickup will be May 3.
- Spring Active by Nature will be released mid-February
- January Zionsville Nature Center Scavenger Hunt had 185 participants

Mindy Murdock, Director of Recreation Services

February 12 Parks Board Meeting

This year, we are excited to offer middle school teams and two junior leagues the incredible opportunity to play for free!

In line with our commitment to enhancing your experience, we propose a modest \$1 increase in greens fees, while keeping our golf cart fees unchanged.

Reflecting on the town's purchase of the course, an article from March 6, 2008, promised that greens fees would be set at \$10 for that year. Since then, the Consumer Price Index (CPI) has risen by an impressive 47%. With the introduction of our new 10 and 20-round passes, juniors and seniors will now have the chance to play for just \$11.70. This represents a mere 17% increase over the past 17 years—a testament to our dedication to providing affordable access to the game we love.

Due to the increase in rounds played over the past few years, we will no longer offer season passes. Instead, we will provide 10 and 20-round discount passes, which will give more people the opportunity to play.

Before I got involved six years ago, there was a large group of individuals who treated this course like their private country club, discouraging kids and others from enjoying the game. My son and I experienced this firsthand. Some of these individuals in the past have paid \$450 to play more than 100 times a year and behave as though they own the course. They often fail to check in, play additional holes whenever they want, and reserve tee times for four players but only show up with one or two to play alone, with a friend or spouse.

We need to ensure that more people have the opportunity to play golf. I have spoken to many individuals at the course, Kroger, the gym, or around town. When I ask them where they have been, the response is always the same: "I can't get a tee time!"

We are located in the wealthiest town in Indiana, and we are probably the cheapest golf in the state. We must make sure that we provide affordable golf to everyone.

Prices for other courses in the area for 9-holes

Hickory Bend	\$15	Ironwood	\$21	South Grove	\$18
Saddlebrook	\$20	Eagle Pines	\$15	Woodwind	\$20
Hickory Stick	\$15	Brookshire	\$23	Eagle creek	\$23

The projections below indicate a decline in the number of rounds played; however, we expect an increase in profits from greens fees. We also anticipate higher revenue from other areas due to increased inventory levels and a wider selection. Additionally, we aim to enhance our promotions for food and beverage items, as well as for pro shop merchandise.

24 RECAPS

ROUNDS PLAYED	27,547
GREENS FEES	\$300,998 \$10.92
CART FEES	\$174,087
FOOD & BEV	\$43,552
PRO SHOP	\$27,821
PULL CARTS	\$3,580@\$2

25 PROJECTIONS

ROUNDS PLAYED	25,000
GREENS FEES	\$325,000 \$13
CART FEES	\$162,000
FOOD & BEV	\$45,000
PRO SHOP	\$30,000
PULL CARTS	\$5,300@\$3

**\$150K FOR CONCESSION STAND 2025
CAPITAL IMPROVEMENT 50% MATCH**

**\$150K FOR CONCESSION STAND 2026
CAPITAL IMPROVEMENT 50% MATCH**

Council borrows \$100,000 so golf course can stay on par

*Rainy Day Fund to help facility
as revenue trickles in*

By Robert Annis

robert.annis@indystar.com

The Zionsville Town Council borrowed \$100,000 from its Rainy Day Fund this week to provide operating funds for its new golf course.

Parks Board president Jeff Glass called the loan a "safety net" as the town gets accustomed to running the course and as revenue from golf fees begins to trickle in.

The town ordinance authorizing the loan stipulates it will be repaid to the town by the end of the year, and Glass was confident the loan would be repaid.

"The expectations we have of the course is that it remain self-sufficient," Glass said. "The expenditures we put in the course need to be justified by the income coming from the course."

The golf course needed the loan because it lacks operating funds for items such as a new cash register, tractor and mowers.

The town purchased the nine-hole public course located at 10799 E. County Road 550 South in October for \$1.5 million from the same Rainy Day Fund.

The town currently has more than \$1.3 million in its Rainy Day Fund, described by town officials as money saved from previous years to be used for special emergencies or circumstances, such as purchasing land.

According to the town's annual budget estimates, the golf course will earn \$25,100 in profit in 2008 and \$84,600 in 2009. In 2010, a \$74,100 loss is projected when the course's outdated manual sprinkler system is scheduled to be replaced.

Glass said the budget is a conservative estimate, and expenditures like the sprinkler system could be shifted as

cash flow demands. Other than the initial loan, both Glass and Town Manager Ed Mitro said no tax dollars would be used in running the golf club.

"Our whole intent has been to make the course self-supporting, and in the future, a revenue generator for the town," Mitro said.

Mitro said it was too early to say what would happen if the course fails to make money for the town, adding that such a decision would happen "way down the road."

The town may consider hiring a contractor to run the course in the future, but a mix of employees from last year and volunteers would handle the primary day-to-day operations this year.

A message on the golf course's answering machine said the club will open Monday. Course prices will remain the same as last year, with golfers paying \$10 to play nine holes.

★ Call Star reporter Robert Annis at (317) 444-5572.

2024 Zionsville Golf Course Rates

	<u>Without Cart</u>	<u>With Cart</u>
<u>Weekdays</u>		
9 Hole	\$14.00	\$24.00
9 Hole Junior/Senior Discount	\$12.00	\$22.00
18 Hole	\$19.00	\$34.00
18 Hole Junior Senior Discount	\$17.00	\$32.00
<u>Weekend & Holidays</u>		
9 Hole	\$18.00	\$28.00
18 Hole	\$24.00	\$39.00
Pull Cart	\$2.00	
<u>Season Pass Rates</u>		
55 and Better (Weekday)	\$500.00	
55 and Better (Anytime)	\$600.00	
Active Military & Veteran Pass	\$500.00	
Adult Pass (18-54)	\$700.00	
Additional Family Member	\$350.00	
Student Pass	\$200.00	
Season Cart Pass	\$400.00	
Season Trail Pass	\$200.00	
Early Bird	10% Off	

2025 Proposed Zionsville Golf Course Rates

	<u>Without Cart</u>	<u>With Cart</u>
<u>Weekdays</u>		
	\$15.00	\$25.00
	\$13.00	\$23.00
	\$22.00	\$39.00
	\$20.00	\$37.00
<u>Weekend & Holidays</u>		
	\$19.00	\$29.00
	\$26.00	\$43.00
	\$3.00	
<u>Pass Rates</u>		
10 Round	10% off weekday rates	
20 Round	10% off weekday rates	

Zionsville Little League Spring 2025 Sports Field Use

Mulberry Field Park – Sport Field 4

Younger division practice – 3 – 4 teams per night (40 – 50 kids)

5:00 – 9:00 PM

Monday, April 21 – Thursday, June 5

Field Use Dates:	Field Cost (\$5/4-hour block)
Monday April 21, 2025	\$5
Tuesday April 22, 2025	\$5
Wednesday April 23, 2025	\$5
Thursday, April 24, 2025	\$5
Monday April 28, 2025	\$5
Tuesday April 29, 2025	\$5
Wednesday April 30, 2025	\$5
Thursday, May 1, 2025	\$5
Monday May 05, 2025	\$5
Tuesday May 06, 2025	\$5
Wednesday May 07, 2025	\$5
Thursday, May 8, 2025	\$5
Monday May 12, 2025	\$5
Tuesday May 13, 2025	\$5
Wednesday May 14, 2025	\$5
Thursday, May 15, 2025	\$5
Monday May 19, 2025	\$5
Tuesday May 20, 2025	\$5
Wednesday May 21, 2025	\$5
Thursday, May 22, 2025	\$5
Monday May 26, 2025	\$5
Tuesday May 27, 2025	\$5
Wednesday May 28, 2025	\$5
Thursday, May 29, 2025	\$5
Monday June 02, 2025	\$5
Tuesday June 03, 2025	\$5
Wednesday June 04, 2025	\$5
Thursday, June 5, 2025	\$5

Total:	\$140
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Athletic Field Usage and Scheduling Agreement (Chad Antcliff)

Expires On: Wednesday, December 31, 2025

- Maintenance of the Fields and utility expenses shall be shared between the organization renting the sports fields and the Zionsville Park and Recreation Board.
- Our organization and its members shall faithfully observe and strictly comply with the rules and regulations, and such other and further reasonable rules and regulations as the Zionsville Park and Recreation Board may from time to time promulgate. The Board shall give advance written notice of any additional rules or regulations. Our organization has the option to opt out and terminate this Agreement if it deems appropriate due to any additional rules or regulations promulgated by the Zionsville Park and Recreation Board.

- Our organization shall not interfere with other local groups and the general public's use of the Park and Fields when not otherwise in use, and our organization shall not control the use of the Fields at times other than those on the approved schedule, except for make-up games. All make-up games must be reported to the Zionsville Parks and Recreation Department and determined by Field availability.
- Control and usage of the Fields, and all liability and responsibility for any conduct, liability, negligence, or other acts of omissions, shall be exclusively with the individual sports organizations utilizing the Fields at the particular time scheduled for that organization. Our organization shall have no liability with respect to the Fields when they are not being used by us.
- Our organization shall not cause or permit any alterations, additions or changes of, to or upon any part of the Premises without the prior written consent of the Parks Superintendent or Board. Our organization shall correct or repair any damage to the premises, except damage caused by persons not affiliated with or attending our events
- Our organization hereby releases and agrees to indemnify, defend and save the Zionsville Parks and Recreation Board and the Town of Zionsville harmless from and against any and all claims, actions, damages, liabilities, losses or expenses, including attorney fees, court costs and other expenses, incident to or arising out of or resulting from the presence, use and/or operations in or about the Fields by our organization, its employees, agents, contractors or invitees, or for any breach of this Agreement.
- The Zionsville Parks and Recreation Board hereby releases and agrees to indemnify, defend and save listed organization harmless from and against any and all claims, actions, damages, liabilities, lawsuits or expenses, including attorneys' fees, court costs, and other expenses, incident to or arising out of or resulting from the presence, use and/or operations in or about the Fields by the Zionsville Department of Parks and Recreation, its employees, agents, contractors or invitees.

Our organization has read the Athletic Field Usage Policy and Agrees to the terms.

Yes

Athletic Field Usage Certificate of Insurance (Chad Antcliff)

Expires On: Wednesday, December 31, 2025

- Before field reservations are approved we understand that our organization shall furnish the Zionsville Parks and Recreation Board with a certificate of insurance from a responsible company evidencing comprehensive general liability insurance policy coverage with a limit of not less than \$1,000,000 , with broad form contractual liability and participant legal liability, and that the Zionsville Board of Parks and Recreation and the Town of Zionsville Parks and Recreation Department, Indiana, are named as additional. Each entity can be addressed at 1100 W Oak Street, Zionsville, IN 46077.
- Our organization certifies that it shall not modify the scope or amount of such insurance coverage without at least ten (10) days prior written notice to the Board. The required insurance shall be maintained in effect at all times during the Term.
- Insurance documents can be emailed to recreation@zionsville-in.gov and must be received prior to your reservation approval.

We have read the Certificate of Insurance requirements and understand our reservation will not be approved until COI is received

Yes

Mulberry Fields Athletic Field Usage Policy (Chad Antcliff)

Expires On: Wednesday, December 31, 2025

- Activities inappropriate to the fields or their capacity will not be permitted. The Superintendent of the Department has the authority to deny or terminate usage by any groups which might exceed field or parking capacity.
- No group is allowed to charge admission, parking or any other fee unless approved in advance by the Superintendent or Zionsville Parks and Recreation Board.
- Any league, organization or group reserving use of one or more fields must agree to hold harmless the Town of Zionsville, the Zionsville Board of Park and Recreation, its employees and agents, from all liability arising from or related in any way to the use of the property.
- Each league, organization or group using the fields must have responsible adult supervision on site at all times. Security Cameras may be in operation at Mulberry Fields Park; however, such cameras are not monitored and are not a substitute for adult supervision.
- Alcoholic beverages are not permitted on Mulberry Fields property.
- Overnight accommodations are not permitted except with prior Park Board approval.
- Parking and deliveries are restricted to the black top areas. No vehicles shall be driven on sidewalks, pathways or turf areas.
- Equipment or materials brought in by leagues, organizations or groups should be removed on the same day of the event, unless prior approval is granted by the Superintendent or If the Superintendent approves equipment to remain at the facility, such equipment may be used by other leagues, organizations or groups and shall not be for the exclusive use of the league, organization or group that provided it.
- Field usage and lighting will be limited to the park hours for Mulberry Fields, and fields must be vacated at the posing closing hour.
- Any league, organization or group using the fields or other facilities must clean up all litter, garbage and debris before leaving the park, and shall promptly repair and damage done to the fields or other park property.
- Any misuse of the park or damage to the facilities may cause the league, organization or group to forfeit all remaining scheduled dates and times.

We have ready the Athletic Field Usage Policy and agree to the terms listed

Yes

Zionsville Rugby Club Spring 2025 Sports Field Usage

Mulberry Field Park – Sport Fields 1, 2 and 3

February 15 – June 6

High School Rugby Club

Date	Time	Field	Use	Fee
Saturday, February 15	8:00 am – 12:00 pm	1, 2 & 3	PRACTICE	\$15
Saturday, February 22	8:00 am – 12:00 pm	1, 2 & 3	PRACTICE	\$15
Monday, February 24	5:00 – 9:00 pm	3	PRACTICE	\$5
Wednesday, February 26	5:00 – 9:00 pm	3	PRACTICE	\$5
Thursday, February 27	5:00 – 9:00 pm	3	PRACTICE	\$5
Monday, March 3	5:00 – 9:00 pm	3	PRACTICE	\$5
Wednesday, March 5	5:00 – 9:00 pm	3	PRACTICE	\$5
Thursday, March 6	5:00 – 9:00 pm	3	PRACTICE	\$5
Saturday, March 8	8:00 am – 12:00 pm	1, 2 & 3	PRACTICE	\$15
Monday, March 10	5:00 – 9:00 pm	3	PRACTICE	\$5
Wednesday, March 12	5:00 – 9:00 pm	3	PRACTICE	\$5
Thursday, March 13	5:00 – 9:00 pm	3	PRACTICE	\$5
Saturday, March 15	8:00 am – 12:00 pm	1, 2 & 3	PRACTICE	\$15
Monday, March 17	5:00 – 9:00 pm	3	PRACTICE	\$5
Wednesday, March 19	5:00 – 9:00 pm	3	PRACTICE	\$5
Thursday, March 20	5:00 – 9:00 pm	3	PRACTICE	\$5
Saturday, March 22	8:00 am – 4:00 pm	1, 2 & 3	GAME	\$30
Saturday, March 22	ALL DAY	SHELTER B		\$0
Monday, March 24	5:00 – 9:00 pm	3	PRACTICE	\$5
Wednesday, March 26	5:00 – 9:00 pm	3	PRACTICE	\$5
Thursday, March 27	5:00 – 9:00 pm	3	PRACTICE	\$5
Saturday, March 29	8:00 am – 12:00 pm	1, 2 & 3	PRACTICE	\$15
Monday, March 31	5:00 – 9:00 pm	3	PRACTICE	\$5
Wednesday, April 2	5:00 – 9:00 pm	3	PRACTICE	\$5
Thursday, April 3	5:00 – 9:00 pm	3	PRACTICE	\$5
Saturday, April 5	8:00 am – 12:00 pm	1, 2 & 3	PRACTICE	\$15
Monday, April 7	5:00 – 9:00 pm	3	PRACTICE	\$5
Wednesday, April 9	5:00 – 9:00 pm	3	PRACTICE	\$5
Thursday, April 10	5:00 – 9:00 pm	3	PRACTICE	\$5
Saturday, April 12	8:00 am – 4:00 pm	1, 2 & 3	GAME	\$30
Saturday, April 12	ALL DAY	SHELTER B		\$0
Monday, April 14	5:00 – 9:00 pm	3	PRACTICE	\$5
Wednesday, April 16	5:00 – 9:00 pm	3	PRACTICE	\$5
Thursday, April 17	5:00 – 9:00 pm	3	PRACTICE	\$5
Saturday, April 19	8:00 am – 4:00 pm	1, 2 & 3	GAME	\$30
Saturday, April 19	ALL DAY	SHELTER B		\$0
Sunday, April 20	10:00 am – 6:00 pm	1, 2, 3	GAME	\$30
Sunday, April 20	ALL DAY	SHELTER B		\$0
Monday, April 21	5:00 – 9:00 pm	3	PRACTICE	\$5
Wednesday, April 23	5:00 – 9:00 pm	2	GAME/LIGHTS	\$45
Wednesday, April 23	2:00 – 10:00 pm	SHELTER B		\$0

Thursday, April 24	5:00 – 9:00 pm	3	PRACTICE	\$5
Saturday, April 26	8:00 am – 12:00 pm	1, 2 & 3	PRACTICE	\$15
Monday, April 28	5:00 – 9:00 pm	3	PRACTICE	\$5
Wednesday, April 30	5:00 – 9:00 pm	2	GAME/LIGHTS	\$45
Wednesday, April 30	2:00 – 10:00	SHELTER B		\$0
Thursday, May 1	5:00 – 9:00 pm	3	PRACTICE	\$5
Saturday, May 3	8:00 am – 12:00 pm	1, 2 & 3	PRACTICE	\$15
Sunday, May 4	10:00 am – 6:00 pm	1, 2 & 3	GAME	\$30
Sunday, May 4	ALL DAY	SHELTER B		\$0
Monday, May 5	5:00 – 9:00 pm	3	PRACTICE	\$5
Wednesday, May 7	5:00 – 9:00 pm	2	GAME/LIGHTS	\$45
Wednesday, May 7	2:00 – 10:00 pm	SHELTER B		\$0
Thursday, May 8	5:00 – 9:00 pm	3	PRACTICE	\$5
Friday, May 9	5:00 – 9:00 pm	2	GAME/LIGHTS	\$45
Friday, May 9	2:00 – 10:00 pm	SHELTER B		\$0
Saturday, May 10	8:00 am – 12:00 pm	1, 2 & 3	PRACTICE	\$15
Monday, May 12	5:00 – 9:00 pm	3	PRACTICE	\$5
Wednesday, May 14	5:00 – 9:00 pm	3	PRACTICE	\$5
Thursday, May 15	5:00 – 9:00 pm	3	PRACTICE	\$5
Saturday, May 17	8:00 am – 12:00 pm	1, 2 & 3	PRACTICE	\$15
Monday, May 19	5:00 – 9:00 pm	3	PRACTICE	\$5
Wednesday, May 21	5:00 – 9:00 pm	3	PRACTICE	\$5
Thursday, May 22	5:00 – 9:00 pm	3	PRACTICE	\$5
Saturday, May 24	8:00 am – 12:00 pm	1, 2 & 3	PRACTICE	\$15
Monday, May 26	5:00 – 9:00 pm	3	PRACTICE	\$5
Wednesday, May 28	5:00 – 9:00 pm	3	PRACTICE	\$5
Thursday, May 29	5:00 – 9:00 pm	3	PRACTICE	\$5
Saturday, May 31	8:00 am – 9:00 pm	1, 2 & 3	PRACTICE	\$15

Youth Rugby Practice Dates

Date	Time	Field	Use	Fee
Monday, February 24	5:00 – 9:00 pm	1, 2	PRACTICE	\$10
Wednesday, February 26	5:00 – 9:00 pm	1, 2	PRACTICE	\$10
Thursday, February 27	5:00 – 9:00 pm	1, 2	PRACTICE	\$10
Monday, March 3	5:00 – 9:00 pm	1, 2	PRACTICE	\$10
Wednesday, March 5	5:00 – 9:00 pm	1, 2	PRACTICE	\$10
Thursday, March 6	5:00 – 9:00 pm	1, 2	PRACTICE	\$10
Monday, March 10	5:00 – 9:00 pm	1, 2	PRACTICE	\$10
Wednesday, March 12	5:00 – 9:00 pm	1, 2	PRACTICE	\$10
Thursday, March 13	5:00 – 9:00 pm	1, 2	PRACTICE	\$10
Monday, March 17	5:00 – 9:00 pm	1, 2	PRACTICE	\$10
Wednesday, March 19	5:00 – 9:00 pm	1, 2	PRACTICE	\$10
Thursday, March 20	5:00 – 9:00 pm	1, 2	PRACTICE	\$10
Monday, March 24	5:00 – 9:00 pm	1, 2	PRACTICE	\$10
Wednesday, March 26	5:00 – 9:00 pm	1, 2	PRACTICE	\$10
Thursday, March 27	5:00 – 9:00 pm	1, 2	PRACTICE	\$10
Monday, March 31	5:00 – 9:00 pm	1, 2	PRACTICE	\$10

Wednesday, April 2	5:00 – 9:00 pm	1, 2	PRACTICE	\$10
Thursday, April 3	5:00 – 9:00 pm	1, 2	PRACTICE	\$10
Monday, April 7	5:00 – 9:00 pm	1, 2	PRACTICE	\$10
Wednesday, April 9	5:00 – 9:00 pm	1, 2	PRACTICE	\$10
Thursday, April 10	5:00 – 9:00 pm	1, 2	PRACTICE	\$10
Monday, April 14	5:00 – 9:00 pm	1, 2	PRACTICE	\$10
Wednesday, April 16	5:00 – 9:00 pm	1, 2	PRACTICE	\$10
Thursday, April 17	5:00 – 9:00 pm	1, 2	PRACTICE	\$10
Monday, April 21	5:00 – 9:00 pm	1, 2	PRACTICE	\$10
Wednesday, April 23	5:00 – 9:00 pm	1, 3	PRACTICE	\$10
Thursday, April 24	5:00 – 9:00 pm	1, 2	PRACTICE	\$10
Monday, April 28	5:00 – 9:00 pm	1, 2	PRACTICE	\$10
Wednesday, April 30	5:00 – 9:00 pm	1, 3	PRACTICE	\$10
Thursday, May 1	5:00 – 9:00 pm	1, 2	PRACTICE	\$10
Monday, May 5	5:00 – 9:00 pm	1, 2	PRACTICE	\$10
Wednesday, May 7	5:00 – 9:00 pm	1, 3	PRACTICE	\$10
Thursday, May 8	5:00 – 9:00 pm	1, 2	PRACTICE	\$10
Monday, May 12	5:00 – 9:00 pm	1, 2	PRACTICE	\$10
Wednesday, May 14	5:00 – 9:00 pm	1, 2	PRACTICE	\$10
Thursday, May 15	5:00 – 9:00 pm	1, 2	PRACTICE	\$10
Monday, May 19	5:00 – 9:00 pm	1, 2	PRACTICE	\$10
Wednesday, May 21	5:00 – 9:00 pm	1, 2	PRACTICE	\$10
Thursday, May 22	5:00 – 9:00 pm	1, 2	PRACTICE	\$10
Monday, May 26	5:00 – 9:00 pm	1, 2	PRACTICE	\$10
Wednesday, May 28	5:00 – 9:00 pm	1, 2	PRACTICE	\$10
Thursday, May 29	5:00 – 9:00 pm	1, 2	PRACTICE	\$10

Total	\$1,125
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Athletic Field Usage and Scheduling Agreement (Casey Farrell)

Expires On: Wednesday, December 31, 2025

- Maintenance of the Fields and utility expenses shall be shared between the organization renting the sports fields and the Zionsville Park and Recreation Board.
- Our organization and its members shall faithfully observe and strictly comply with the rules and regulations, and such other and further reasonable rules and regulations as the Zionsville Park and Recreation Board may from time to time promulgate. The Board shall give advance written notice of any additional rules or regulations. Our organization has the option to opt out and terminate this Agreement if it deems appropriate due to any additional rules or regulations promulgated by the Zionsville Park and Recreation Board.
- Our organization shall not interfere with other local groups and the general public's use of the Park and Fields when not otherwise in use, and our organization shall not control the use of the Fields at times other than those on the approved schedule, except for make-up games. All make-up games must be reported to the Zionsville Parks and Recreation Department and determined by Field availability.

- Control and usage of the Fields, and all liability and responsibility for any conduct, liability, negligence, or other acts of omissions, shall be exclusively with the individual sports organizations utilizing the Fields at the particular time scheduled for that organization. Our organization shall have no liability with respect to the Fields when they are not being used by us.
- Our organization shall not cause or permit any alterations, additions or changes of, to or upon any part of the Premises without the prior written consent of the Parks Superintendent or Board. Our organization shall correct or repair any damage to the premises, except damage caused by persons not affiliated with or attending our events
- Our organization hereby releases and agrees to indemnify, defend and save the Zionsville Parks and Recreation Board and the Town of Zionsville harmless from and against any and all claims, actions, damages, liabilities, losses or expenses, including attorney fees, court costs and other expenses, incident to or arising out of or resulting from the presence, use and/or operations in or about the Fields by our organization, its employees, agents, contractors or invitees, or for any breach of this Agreement.
- The Zionsville Parks and Recreation Board hereby releases and agrees to indemnify, defend and save listed organization harmless from and against any and all claims, actions, damages, liabilities, lawsuits or expenses, including attorneys' fees, court costs, and other expenses, incident to or arising out of or resulting from the presence, use and/or operations in or about the Fields by the Zionsville Department of Parks and Recreation, its employees, agents, contractors or invitees.

Our organization has read the Athletic Field Usage Policy and Agrees to the terms.

Yes

Athletic Field Usage Certificate of Insurance (Casey Farrell)

Expires On: Wednesday, December 31, 2025

- Before field reservations are approved we understand that our organization shall furnish the Zionsville Parks and Recreation Board with a certificate of insurance from a responsible company evidencing comprehensive general liability insurance policy coverage with a limit of not less than \$1,000,000 , with broad form contractual liability and participant legal liability, and that the Zionsville Board of Parks and Recreation and the Town of Zionsville Parks and Recreation Department, Indiana, are named as additional. Each entity can be addressed at 1100 W Oak Street, Zionsville, IN 46077.
- Our organization certifies that it shall not modify the scope or amount of such insurance coverage without at least ten (10) days prior written notice to the Board. The required insurance shall be maintained in effect at all times during the Term.
- Insurance documents can be emailed to recreation@zionsville-in.gov and must be received prior to your reservation approval.

We have read the Certificate of Insurance requirements and understand our reservation will not be approved until COI is received

Yes

Mulberry Fields Athletic Field Usage Policy (Casey Farrell)

Expires On: Wednesday, December 31, 2025

- Activities inappropriate to the fields or their capacity will not be permitted. The Superintendent of the Department has the authority to deny or terminate usage by any groups which might exceed field or parking capacity.
- No group is allowed to charge admission, parking or any other fee unless approved in advance by the Superintendent or Zionsville Parks and Recreation Board.
- Any league, organization or group reserving use of one or more fields must agree to hold harmless the Town of Zionsville, the Zionsville Board of Park and Recreation, its employees and agents, from all liability arising from or related in any way to the use of the property.
- Each league, organization or group using the fields must have responsible adult supervision on site at all times. Security Cameras may be in operation at Mulberry Fields Park; however, such cameras are not monitored and are not a substitute for adult supervision.
- Alcoholic beverages are not permitted on Mulberry Fields property.
- Overnight accommodations are not permitted except with prior Park Board approval.
- Parking and deliveries are restricted to the black top areas. No vehicles shall be driven on sidewalks, pathways or turf areas.
- Equipment or materials brought in by leagues, organizations or groups should be removed on the same day of the event, unless prior approval is granted by the Superintendent or If the Superintendent approves equipment to remain at the facility, such equipment may be used by other leagues, organizations or groups and shall not be for the exclusive use of the league, organization or group that provided it.
- Field usage and lighting will be limited to the park hours for Mulberry Fields, and fields must be vacated at the posing closing hour.
- Any league, organization or group using the fields or other facilities must clean up all litter, garbage and debris before leaving the park, and shall promptly repair and damage done to the fields or other park property.
- Any misuse of the park or damage to the facilities may cause the league, organization or group to forfeit all remaining scheduled dates and times.

We have ready the Athletic Field Usage Policy and agree to the terms listed

Yes



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/3/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER USI Insurance Services NW 601 Union Street, Suite 1000 Seattle, WA 98101	CONTACT NAME: Heidi Palmer PHONE (A/C, No, Ext): 206-577-5985 E-MAIL ADDRESS: Heidi.Palmer@usi.com FAX (A/C, No): INSURER(S) AFFORDING COVERAGE INSURER A: Everest National Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	NAIC # 10120
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COVERAGES **CERTIFICATE NUMBER:** 83819059 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ Sexual Abuse & Molestation ☒ Participant Legal Liability GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:	☒	☒	SI8ML02306241	8/1/2024	8/1/2025	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$3,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 General Aggr Limit \$20,000,000
A	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY			SI8ML02306241 Coverage for USA Rugby Employees Only	8/1/2024	8/1/2025	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☒ EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$	☒	☒	SI8EX01715241	8/1/2024	8/1/2025	EACH OCCURRENCE \$4,000,000 AGGREGATE \$8,000,000 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N ☐	N / A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

This certificate is issued on behalf of USA Rugby & Zionsville Youth Rugby Club.
The certificate holder is an additional insured, but only with respect to liability arising out of the named insured's activities or operations. Coverage applies to all club practices and games. Coverage does not apply to any tournament unless tournament is sanctioned and pre-approved by USA Rugby.
Participants Legal Liability/Sexual Abuse & Molestation coverage is included in the general liability.

CERTIFICATE HOLDER

Zionsville Parks and Recreation Department
Department
1100 W Oak St
Zionsville IN 46077

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Gary Patterson

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ACORD 25 (2016/03)

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – MANAGERS OR LESSORS OF PREMISES

COMMERCIAL GENERAL LIABILITY COVERAGE PART

This endorsement modifies insurance provided under the following:

SCHEDULE

Designation Of Premises (Part Leased To You):

Zionsville Parks and Recreation Department
Department
1100 W Oak St
Zionsville IN 46077

Name Of Person(s) Or Organization(s) (Additional Insured):

PER SCHEDULE ON FILE WITH COMPANY

Additional Premium: INCL.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by you or those acting on your behalf in connection with the ownership, maintenance or use of that part of the premises leased to you and shown in the Schedule and subject to the following additional exclusions:

This insurance does not apply to:

1. Any "occurrence" which takes place after you cease to be a tenant in that premises.
2. Structural alterations, new construction or demolition operations performed by or on behalf of the person(s) or organization(s) shown in the Schedule.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and

2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable limits of insurance; whichever is less.

This endorsement shall not increase the applicable limits of insurance.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

GENERAL LIABILITY ENHANCEMENT ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

The following is a summary of the Limits of Insurance and additional coverage provided by this endorsement. For complete details on specific coverage, please refer to policy language in this endorsement and the underlying Commercial General Liability Coverage Form.

Coverage Applicable	Enhancement
Non-Owned Watercraft	Less Than 50 Feet
Supplementary Payments – Bail Bonds	\$1,000
Supplementary Payments – Loss Of Earnings	\$500 per day
Newly Acquired Organizations – Extended Coverage	180 days
Subsidiaries As Insureds	Included
Fire Damage To Premises Rented To You	\$500,000
Notice To Company – Duties In The Event Of Occurrence, Claim Or Suit	Broadened
Unintentional Failure To Disclose Hazards	Broadened
Waiver Of Subrogation	Broadened
Amendment to Bodily Injury Definition	Broadened

A. Non-Owned Watercraft

Paragraph **g.(2)** under Paragraph **2. Exclusions of Section I – Coverage A Bodily Injury And Property Damage Liability** is replaced by the following:

- (2) A watercraft you do not own that is:
- (a) Less than 50 feet long; and
 - (b) Not being used to carry persons or property for a charge;

B. Supplementary Payments – Increased Limits

Paragraphs **1.b.** and **1.d.** under **Supplementary Payments – Coverages A And B of Section I – Coverages** are replaced by the following:

- b. Up to \$1000 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.
- d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$500 a day because of time off from work.

C. Newly Acquired Organizations – Extended Coverage

Paragraph **3.a.** under **Section II – Who Is An Insured** is replaced by the following:

- a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier;

D. Subsidiaries As Insureds

The following is added to **Section II – Who Is An Insured**:

- 4. Any subsidiary company in which you own a financial interest of more than 50% as of the effective date of this endorsement is included as a Named Insured. However, such organization is not a Named Insured:
 - a. If it is a partnership, joint venture or limited liability company;
 - b. If there is other similar insurance available to it;

- c. If there is other similar insurance that would be available to it, but for the termination of the insurance or the exhaustion of its limits of insurance; or
- d. After you cease to own a financial interest of more than 50%.

E. Fire Damage To Premises Rented To You – Increased Limits

Paragraph 6. under **Section III – Limits of Insurance** is replaced by the following:

- 6. Subject to Paragraph 5. above, the most we will pay under Coverage A for damages because of “property damage” to any one premises while rented to you or temporarily occupied by you with permission of the owner is the greater of:
 - a. \$500,000; or
 - b. The Damage To Premises Rented To You Limit shown in the Declarations.

F. Notice To Company

The following is added to Condition 2. **Duties In The Event Of Occurrence, Offense, Claim Or Suit** under **Section IV – Commercial General Liability Conditions**:

- e. Your failure to first notify us of a claim will not invalidate coverage under this policy if the loss was inadvertently reported to another insurer. However, you must report any such “occurrence” to us within a reasonable time once you become aware of such error.

G. Unintentional Failure To Disclose Hazards

Condition 6. **Representations** under **Section IV – Commercial General Liability Conditions** is replaced by the following:

6. Representations

By accepting this policy, you agree:

- a. The statements in the Declarations are accurate and complete;
- b. Those statements are based upon representations you made to us; and
- c. We have issued this policy in reliance upon your representations.

Any unintentional error or omission in the description of, or failure to completely describe, any premises or operations you intend to be covered by this Coverage Part, will not invalidate or affect coverage for those premises or operations. However, you must report any such error or omission to us as soon as reasonably possible after its discovery.

H. Waiver Of Subrogation

The following is added to Condition 8. **Transfer Of Rights Of Recovery Against Others To Us** of **Section IV – Commercial General Liability Conditions**:

We waive any right of recovery we may have against any person or organization because of payments we make for injury or damage arising out of your operations or “your work” done under a written agreement that requires you to waive your rights of recovery. The written agreement must be made prior to the date of the “occurrence”.

I. Amendment to Bodily Injury Definition

Paragraph 3. Of **Section V. – Definitions** is replaced by the following:

- 3. “Bodily injury” means bodily injury, sickness, mental injury, mental anguish, shock or fright sustained by a person, including death resulting from any of these at any time. However, “bodily injury” does not include injury arising out of the offenses designated in the definition of “personal and advertising injury”.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMENDMENT – OTHER INSURANCE (PRIMARY NONCONTRIBUTORY)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Paragraph a. Primary Insurance of 4. Other Insurance of SECTION IV COMMERCIAL GENERAL LIABILITY CONDITIONS is replaced by the following:

a. Primary Insurance

This insurance is primary except when **b.** below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in **c.** below, except that we will not seek contribution from any party with whom you have agreed in a written contract or agreement that this insurance will be primary and noncontributory, if the written contract or agreement was made prior to the subject "occurrence" or offense.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/31/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER USI Insurance Services NW 601 Union Street, Suite 1000 Seattle, WA 98101	CONTACT NAME: Heidi Palmer PHONE (A/C, No, Ext): 206-577-5985 E-MAIL ADDRESS: Heidi.Palmer@usi.com FAX (A/C, No): INSURER(S) AFFORDING COVERAGE INSURER A: Everest National Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	NAIC # 10120
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COVERAGES **CERTIFICATE NUMBER:** 83784138 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ Sexual Abuse & Molestation ☒ Participant Legal Liability GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:	☒	☒	SI8ML02306241	8/1/2024	8/1/2025	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$3,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 General Aggr Limit \$20,000,000
A	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS ONLY			SI8ML02306241 Coverage for USA Rugby Employees Only	8/1/2024	8/1/2025	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	☒ UMBRELLA LIAB ☒ EXCESS LIAB DED RETENTION \$	☒	☒	SI8EX01715241	8/1/2024	8/1/2025	EACH OCCURRENCE \$4,000,000 AGGREGATE \$8,000,000 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N ☐	N / A				PER STATUTE E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

This certificate is issued on behalf of USA Rugby & Zionsville Youth Rugby Club.
The certificate holder is an additional insured, but only with respect to liability arising out of the named insured's activities or operations. Coverage applies to all club practices and games. Coverage does not apply to any tournament unless tournament is sanctioned and pre-approved by USA Rugby.
Participants Legal Liability/Sexual Abuse & Molestation coverage is included in the general liability.

CERTIFICATE HOLDER

Zionsville Board of Parks and Recreation
1100 W Oak St
Zionsville IN 46077

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Gary Patterson

Gary D. Patterson

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ACORD 25 (2016/03)

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – MANAGERS OR LESSORS OF PREMISES

COMMERCIAL GENERAL LIABILITY COVERAGE PART

This endorsement modifies insurance provided under the following:

SCHEDULE

Designation Of Premises (Part Leased To You):

Zionsville Board of Parks and Recreation
1100 W Oak St
Zionsville IN 46077

Name Of Person(s) Or Organization(s) (Additional Insured):

PER SCHEDULE ON FILE WITH COMPANY

Additional Premium: INCL.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by you or those acting on your behalf in connection with the ownership, maintenance or use of that part of the premises leased to you and shown in the Schedule and subject to the following additional exclusions:

This insurance does not apply to:

1. Any "occurrence" which takes place after you cease to be a tenant in that premises.
2. Structural alterations, new construction or demolition operations performed by or on behalf of the person(s) or organization(s) shown in the Schedule.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and

2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable limits of insurance; whichever is less.

This endorsement shall not increase the applicable limits of insurance.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

GENERAL LIABILITY ENHANCEMENT ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

The following is a summary of the Limits of Insurance and additional coverage provided by this endorsement. For complete details on specific coverage, please refer to policy language in this endorsement and the underlying Commercial General Liability Coverage Form.

Coverage Applicable	Enhancement
Non-Owned Watercraft	Less Than 50 Feet
Supplementary Payments – Bail Bonds	\$1,000
Supplementary Payments – Loss Of Earnings	\$500 per day
Newly Acquired Organizations – Extended Coverage	180 days
Subsidiaries As Insureds	Included
Fire Damage To Premises Rented To You	\$500,000
Notice To Company – Duties In The Event Of Occurrence, Claim Or Suit	Broadened
Unintentional Failure To Disclose Hazards	Broadened
Waiver Of Subrogation	Broadened
Amendment to Bodily Injury Definition	Broadened

A. Non-Owned Watercraft

Paragraph **g.(2)** under Paragraph **2. Exclusions of Section I – Coverage A Bodily Injury And Property Damage Liability** is replaced by the following:

- (2) A watercraft you do not own that is:
- (a) Less than 50 feet long; and
 - (b) Not being used to carry persons or property for a charge;

B. Supplementary Payments – Increased Limits

Paragraphs **1.b.** and **1.d.** under **Supplementary Payments – Coverages A And B of Section I – Coverages** are replaced by the following:

- b. Up to \$1000 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.
- d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$500 a day because of time off from work.

C. Newly Acquired Organizations – Extended Coverage

Paragraph **3.a.** under **Section II – Who Is An Insured** is replaced by the following:

- a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier;

D. Subsidiaries As Insureds

The following is added to **Section II – Who Is An Insured**:

- 4. Any subsidiary company in which you own a financial interest of more than 50% as of the effective date of this endorsement is included as a Named Insured. However, such organization is not a Named Insured:
 - a. If it is a partnership, joint venture or limited liability company;
 - b. If there is other similar insurance available to it;

- c. If there is other similar insurance that would be available to it, but for the termination of the insurance or the exhaustion of its limits of insurance; or
- d. After you cease to own a financial interest of more than 50%.

E. Fire Damage To Premises Rented To You – Increased Limits

Paragraph 6. under **Section III – Limits of Insurance** is replaced by the following:

- 6. Subject to Paragraph 5. above, the most we will pay under Coverage A for damages because of “property damage” to any one premises while rented to you or temporarily occupied by you with permission of the owner is the greater of:
 - a. \$500,000; or
 - b. The Damage To Premises Rented To You Limit shown in the Declarations.

F. Notice To Company

The following is added to Condition 2. **Duties In The Event Of Occurrence, Offense, Claim Or Suit** under **Section IV – Commercial General Liability Conditions**:

- e. Your failure to first notify us of a claim will not invalidate coverage under this policy if the loss was inadvertently reported to another insurer. However, you must report any such “occurrence” to us within a reasonable time once you become aware of such error.

G. Unintentional Failure To Disclose Hazards

Condition 6. **Representations** under **Section IV – Commercial General Liability Conditions** is replaced by the following:

6. Representations

By accepting this policy, you agree:

- a. The statements in the Declarations are accurate and complete;
- b. Those statements are based upon representations you made to us; and
- c. We have issued this policy in reliance upon your representations.

Any unintentional error or omission in the description of, or failure to completely describe, any premises or operations you intend to be covered by this Coverage Part, will not invalidate or affect coverage for those premises or operations. However, you must report any such error or omission to us as soon as reasonably possible after its discovery.

H. Waiver Of Subrogation

The following is added to Condition 8. **Transfer Of Rights Of Recovery Against Others To Us** of **Section IV – Commercial General Liability Conditions**:

We waive any right of recovery we may have against any person or organization because of payments we make for injury or damage arising out of your operations or “your work” done under a written agreement that requires you to waive your rights of recovery. The written agreement must be made prior to the date of the “occurrence”.

I. Amendment to Bodily Injury Definition

Paragraph 3. Of **Section V. – Definitions** is replaced by the following:

- 3. “Bodily injury” means bodily injury, sickness, mental injury, mental anguish, shock or fright sustained by a person, including death resulting from any of these at any time. However, “bodily injury” does not include injury arising out of the offenses designated in the definition of “personal and advertising injury”.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMENDMENT – OTHER INSURANCE (PRIMARY NONCONTRIBUTORY)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Paragraph a. Primary Insurance of 4. Other Insurance of SECTION IV COMMERCIAL GENERAL LIABILITY CONDITIONS is replaced by the following:

a. Primary Insurance

This insurance is primary except when **b.** below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in **c.** below, except that we will not seek contribution from any party with whom you have agreed in a written contract or agreement that this insurance will be primary and noncontributory, if the written contract or agreement was made prior to the subject "occurrence" or offense.

CERTIFICATE OF LIABILITY INSURANCE

12/31/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Keystone Risk Managers, LLC 1995 Point Township Drive Northumberland PA 17867	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td colspan="2">CONTACT NAME: David Irwin</td> </tr> <tr> <td>PHONE (A/C, No, Ext): (570) 473-2150</td> <td>FAX (A/C, No): (570) 473-2151</td> </tr> <tr> <td colspan="2">E-MAIL ADDRESS: Dlrwin@Keystoneinsgrp.com</td> </tr> </table> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="text-align: center;">INSURER(S) AFFORDING COVERAGE</td> <td style="text-align: center;">NAIC #</td> </tr> <tr> <td>INSURER A: Interstate Fire & Casualty Company</td> <td>22829</td> </tr> <tr><td>INSURER B:</td><td></td></tr> <tr><td>INSURER C:</td><td></td></tr> <tr><td>INSURER D:</td><td></td></tr> <tr><td>INSURER E:</td><td></td></tr> <tr><td>INSURER F:</td><td></td></tr> </table>	CONTACT NAME: David Irwin		PHONE (A/C, No, Ext): (570) 473-2150	FAX (A/C, No): (570) 473-2151	E-MAIL ADDRESS: Dlrwin@Keystoneinsgrp.com		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Interstate Fire & Casualty Company	22829	INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:	
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INSURED Little League Baseball Risk Purchasing Group, Incorporated ZIONSVILLE LL 115 Elm Street Zionsville IN 46077																					

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
A	☒ COMMERCIAL GENERAL LIABILITY <table border="0" style="width: 100%;"> <tr> <td>☐ CLAIMS-MADE</td> <td>☒ OCCUR</td> </tr> </table>	☐ CLAIMS-MADE	☒ OCCUR	X	X	UST030987250	01/01/2025	01/01/2026	EACH OCCURRENCE \$ 1,000,000
	☐ CLAIMS-MADE	☒ OCCUR							
	GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC ☒ OTHER: Per League	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000							
		MED EXP (Any one person) \$ Excluded							
	PERSONAL & ADV INJURY \$ 1,000,000								
							GENERAL AGGREGATE \$ 2,000,000		
							PRODUCTS - COMP/OP AGG \$ 1,000,000		
							SEXUAL ABUSE OCC/AGG \$ 1M/\$1M		
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$		
							BODILY INJURY (Per person) \$		
							BODILY INJURY (Per accident) \$		
							PROPERTY DAMAGE (Per accident) \$		
							\$		
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED \$ RETENTION \$						EACH OCCURRENCE \$		
							AGGREGATE \$		
							\$		
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						☐ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$		

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Certificate Holder is named as Additional Insured per form CG 2026 (12/19)

CERTIFICATE HOLDER

CANCELLATION

Town of Zionsville Parks Board 1100 West Oak Street Zionsville IN 46077	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE © 1988-2015 ACORD CORPORATION. All rights reserved.
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CERTIFICATE OF LIABILITY INSURANCE

12/31/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

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COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
A	☒ COMMERCIAL GENERAL LIABILITY <table border="0" style="width: 100%;"> <tr> <td>☐ CLAIMS-MADE</td> <td>☒ OCCUR</td> </tr> </table>	☐ CLAIMS-MADE	☒ OCCUR	X	X	UST030987250	01/01/2025	01/01/2026	EACH OCCURRENCE \$ 1,000,000
	☐ CLAIMS-MADE	☒ OCCUR							
	GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC ☒ OTHER: Per League	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000							
		MED EXP (Any one person) \$ Excluded							
	PERSONAL & ADV INJURY \$ 1,000,000								
							GENERAL AGGREGATE \$ 2,000,000		
							PRODUCTS - COMP/OP AGG \$ 1,000,000		
							SEXUAL ABUSE OCC/AGG \$ 1M/\$1M		
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$		
							BODILY INJURY (Per person) \$		
							BODILY INJURY (Per accident) \$		
							PROPERTY DAMAGE (Per accident) \$		
							\$		
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED \$ RETENTION \$						EACH OCCURRENCE \$		
							AGGREGATE \$		
							\$		
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N ☐	N / A				<table border="0" style="width: 100%;"> <tr> <td>☐ PER STATUTE</td> <td>☐ OTH-ER</td> </tr> </table>	☐ PER STATUTE	☐ OTH-ER
☐ PER STATUTE	☐ OTH-ER								
							E.L. EACH ACCIDENT \$		
							E.L. DISEASE - EA EMPLOYEE \$		
							E.L. DISEASE - POLICY LIMIT \$		

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Certificate Holder is named as Additional Insured per form CG 2026 (12/19)

CERTIFICATE HOLDER

CANCELLATION

Town of Zionsville 1100 West Oak Street Zionsville IN 46077	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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Temporary Storage Special Permit Agreement

Location: Mulberry Fields Park

Date of Activity: 2/2025 - 6/6/2025

This Special Permit Agreement authorizes Zionsville Rugby Club ("Event Sponsor") to deliver, access, and maintain a storage container in Mulberry Fields Park Parking Area, which area is more specifically illustrated on the attached Exhibit A incorporated herein, if the following guidelines are followed:

- Coordinate location and timing of storage unit delivery with Superintendent. Storage facility may not exceed a 15' width, 25' length, nor 10' height
- Secure the container from the public at all times, container may only be accessed during regular Park Hours (Dawn to 11 pm)
- Coordinate safety markers (cones/barriers) with Superintendent and ensure safety markers remain on site during the term of the agreement
- Container is to be removed within ten (10) days of the end of the Rugby Season(6/6/25). If the container is not removed from park property, the Parks and Recreation Department has the authority to remove and dispose of the container, and any costs associated with removal or disposal will be the responsibility of the Zionsville Rugby Club. The Zionsville Board of Parks and Recreation and Zionsville Parks and Recreation Department are relieved of any liability whatsoever in connection with this removal and disposal.

Zionsville Rugby Club, 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 Mulberry Fields Park 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.

Zionsville Rugby Club, 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: Zionsville Rugby Club

By: *Doug Chisholm Jr*

Printed: Doug Chisholm Jr

Title: ~~President Zionsville Rugby Club Parents Board~~

Date: 1-18-25

Town of Zionsville Department of Parks and Recreation

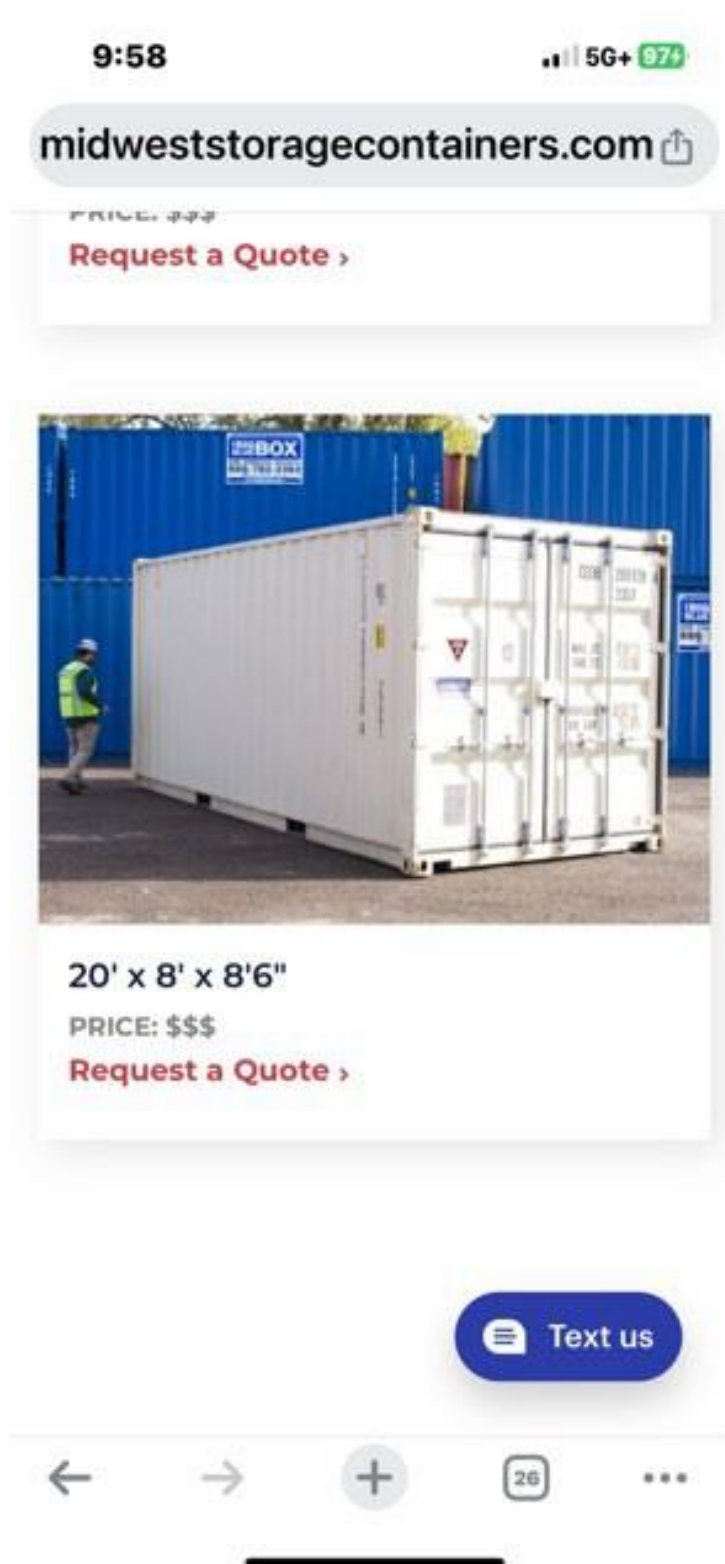
By: _____

Printed: _____

Title: Zionsville Park Board President

Date: _____

Exhibit A



AGREEMENT TO PROVIDE RESTORATION SERVICES

This agreement made this ____ day of _____. 20____ by and between:

Eco Logic LLC
8685 W. Vernal Pike
Bloomington, IN 47404

AND

Town of Zionsville Parks and Recreation Department
Attn: Jarod Logsdon, Superintendent
1075 Parkway Drive
Zionsville, IN 46077
317-873-4417
jlogsdon@zionsville-in.gov

Each party agrees to be legally bound as follows:

- 1) Eco Logic LLC agrees to furnish all equipment, materials, and labor in fulfillment of the proposal.
- 2) Eco Logic LLC will name Town of Zionsville Dept of P&R as additional insured on general liability insurance, and will also maintain umbrella liability, auto, and workmans comp coverage at all times during execution of the work
- 3) All work must be done in a good and workmanlike manner in accordance with all laws.
- 4) Eco Logic LLC is solely responsible for any damage or liability to people or property caused by Eco Logic LLC or its employees, and shall indemnify and hold harmless the Town of Zionsville and its Department of Parks and Recreation.

See following pages for Proposal and Standard Terms & Condition.

Terms:

Payment is due within 45 days of invoice

IN WITNESS WHEREOF, this Agreement is executed as of the date set forth above.

Eco Logic, LLC

Client

Signed: _____

Signed: _____

Print Name: _____

Print Name: _____



PROPOSAL FOR RESTORATION SERVICES

Proposal: Zionsville Overlay Worman Park 2025

December 30, 2024

Project summary:

This proposal is for the treatment of mainly herbaceous invasive species in two areas of Overlay Worman Park, for a total of approximately 13.25 acres. See client provided map below for delineated areas. Eco Logic has provided various invasive plant control efforts in numerous areas, since the inception of the park, with management efforts focused on poison hemlock control.

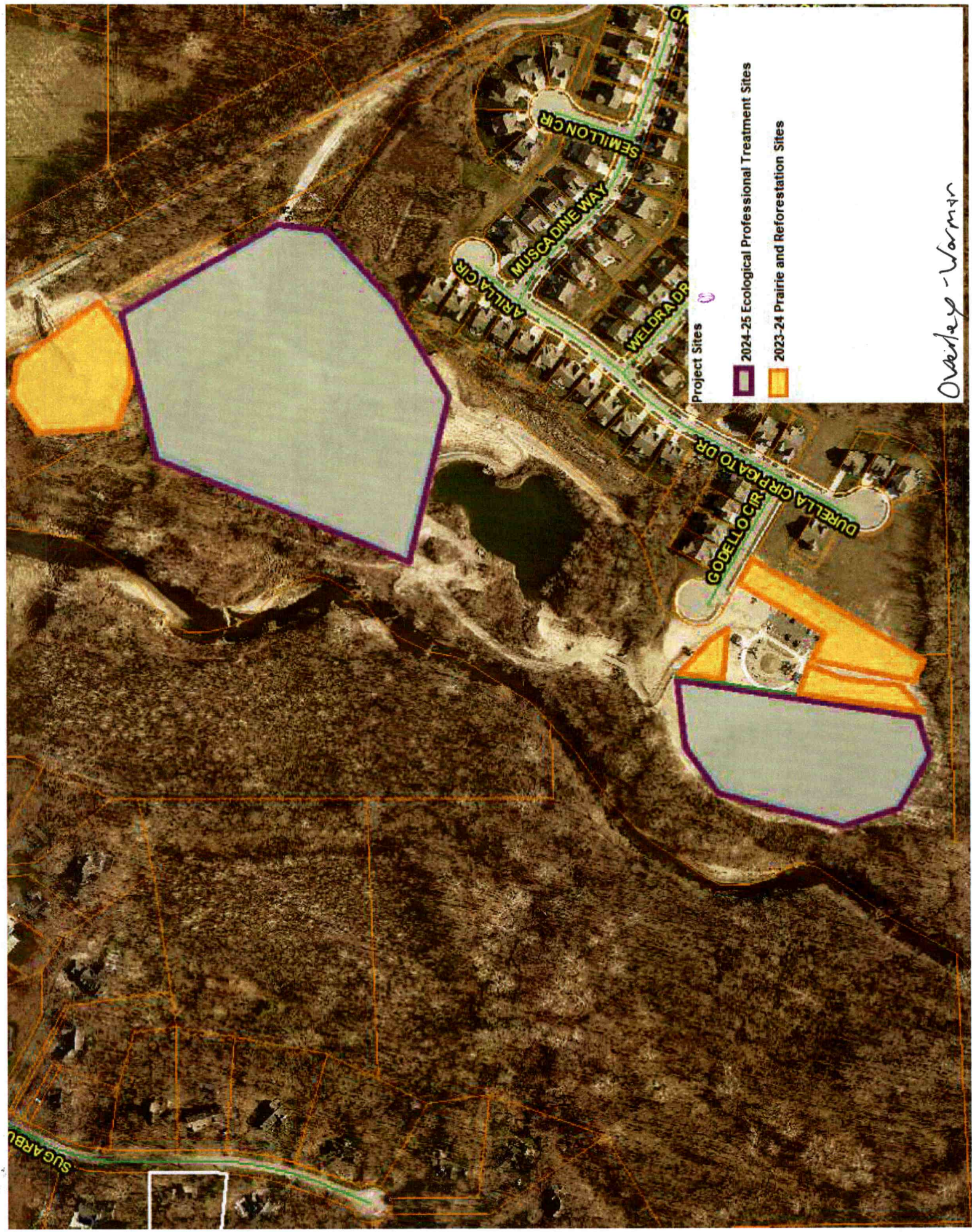
Visits are scripted for spring and summer, expecting to take two to three days each round, with a follow-up treatment in the fall on way-pointed hotspots and target species not addressed in previous visits. A 100-gal RTV mounted tank sprayer will be utilized, along with backpack sprayers. If trail closures are needed on the day of treatment, Eco Logic will coordinate with the client to assist with facilitation of the closures. Treatments will occur April into early November.

Target species are poison hemlock, reed canary grass, Japanese knotweed, purple loosestrife, Canada thistle, teasel, and oriental bittersweet.

Proposal Price:

Line 1: Spring Maintenance/IPC:	\$9,030.85
Line 2: Summer Maintenance/IPC:	\$8,639.10
Line 3: Fall Maintenance/Follow-up:	<u>\$4,573.15</u>
Total 2025 Maintenance:	\$22,243.15*

*All herbicide treatment to be performed by OISC Certified applicators.



Overlay - Varnar

AGREEMENT TO PROVIDE RESTORATION SERVICES

This agreement made this ____ day of _____. 20__ by and between:

Eco Logic LLC
8685 W. Vernal Pike
Bloomington, IN 47404

AND

Town of Zionsville Parks and Recreation Department
Attn: Jarod Logsdon, Superintendent
1075 Parkway Drive
Zionsville, IN 46077
317-873-4417
jlogsdon@zionsville-in.gov

Each party agrees to be legally bound as follows:

- 1) Eco Logic LLC agrees to furnish all equipment, materials, and labor in fulfillment of the proposal.
- 2) Eco Logic LLC will name Town of Zionsville Dept of P&R as additional insured on general liability insurance, and will also maintain umbrella liability, auto, and workmans comp coverage at all times during execution of the work
- 3) All work must be done in a good and workmanlike manner in accordance with all laws.
- 4) Eco Logic LLC is solely responsible for any damage or liability to people or property caused by Eco Logic LLC or its employees, and shall indemnify and hold harmless the Town of Zionsville and its Department of Parks and Recreation.

See following pages for Proposal and Standard Terms & Condition.

Terms:

Payment is due within 45 days of invoice

IN WITNESS WHEREOF, this Agreement is executed as of the date set forth above.

Eco Logic, LLC

Client

Signed: _____

Signed: _____

Print Name: _____

Print Name: _____

PROPOSAL FOR RESTORATION SERVICES

Proposal: Zion Nature Sanctuary 2025 Maintenance

December 30, 2024

Project summary:

This proposal is for two invasive plant control treatment visits at the Zion Nature Sanctuary. Having performed regular maintenance at this site 2010-2023, reed canary grass, and Canada thistle were well under control. Woody vegetation around the pond had also been kept under control. The pond area and the woods directly surrounding have been the focus areas for control. As in previous contracted years, treatments will continue to expand further into the woods as time allows for each visit.

2025 target species are reoccurring patches of reed canary grass, cattails, or Canada thistle around the pond, along with unwanted woody species, including weedy native species such as silver maple, willow, sycamore, and box elder. Management will also focus on target species within water inlets to the pond and on woody NNIS in the woods, such as bush honeysuckle, multiflora rose, oriental bittersweet, and wintercreeper.

Timeline:

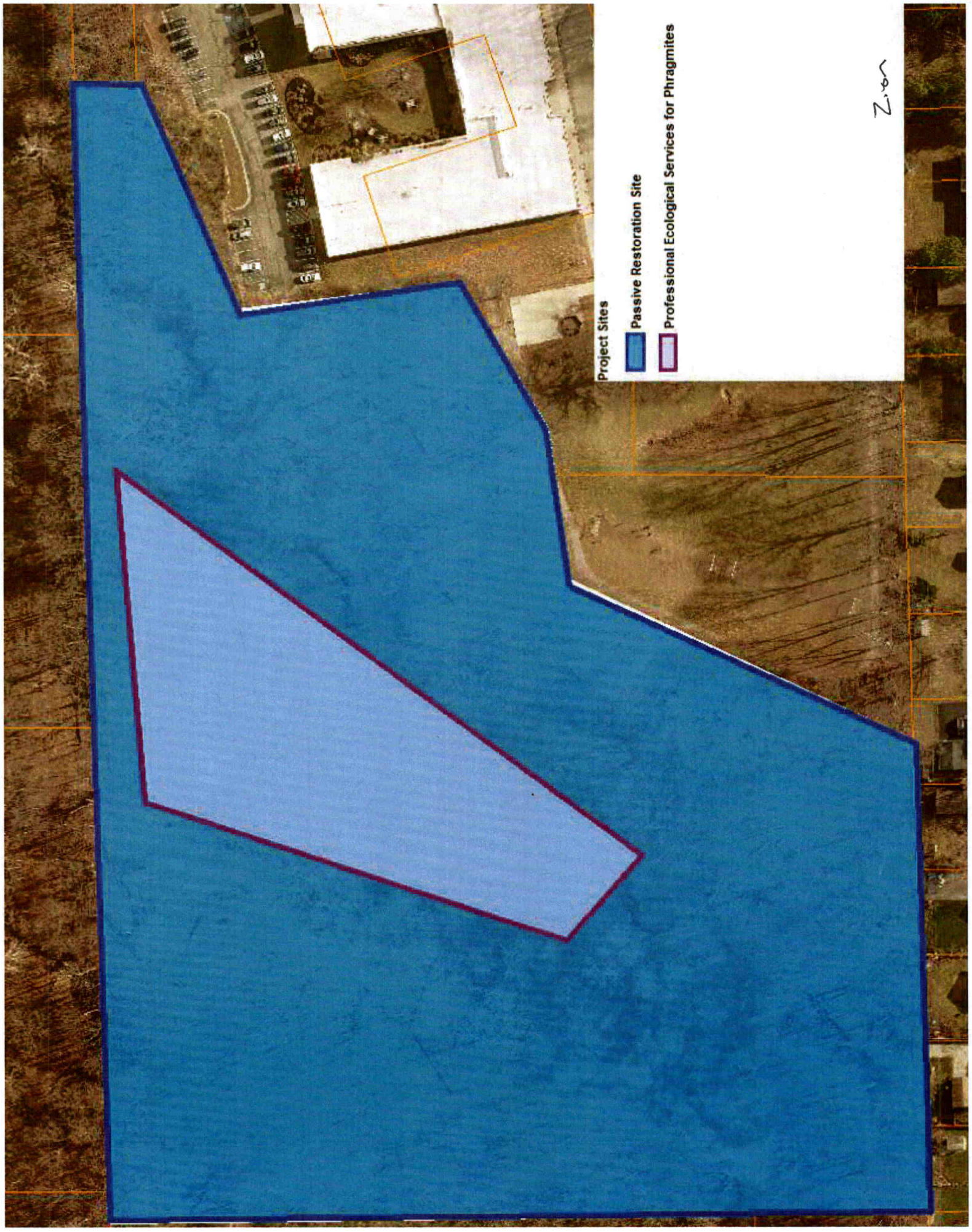
May-June – early season treatment

Aug-Oct – late season treatment

Proposal Price:

Total Proposal Price:	\$2,852.00*
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*All herbicide treatment to be performed by OISC Certified applicators.



Project Sites

Passive Restoration Site

Professional Ecological Services for Phragmites

Zion

Prepared For: Zionsville Civil Town Kogan, Brad					Date 12/19/2024 AE/AM TJR/SW	
Unit #						
Year		2025		Make	Ford	Model Explorer
Series		ST-Line 4dr 4x4				
Vehicle Order Type	Ordered	Term	60	State	IN	Customer# 588672
\$ 45,155.00		Capitalized Price of Vehicle ¹				
\$0.00		*	Sales Tax <u>0.0000%</u> State <u>IN</u>			
\$ 627.86		*	Initial License Fee			
\$ 0.00		Registration Fee				
\$ 200.00		Other: (See Page 2)				
\$ 0.00		Capitalized Price Reduction				
\$ 0.00		Gain Applied From Prior Unit				
\$ 0.00		*	Security Deposit			
\$0.00		Taxes				
\$ 45,355.00		Total Capitalized Amount (Delivered Price)				
\$ 612.29		Depreciation Reserve @ <u>1.3500%</u>				
\$ 221.44		Monthly Lease Charge (Based on Interest Rate - Subject to a Floor) ²				
\$ 833.73		Total Monthly Rental Excluding Additional Services				
Additional Fleet Management						
Master Policy Enrollment Fees						
\$ 0.00		Commercial Automobile Liability Enrollment				
Liability Limit <u>\$0.00</u>						
\$ 0.00		Physical Damage Management				
\$ 59.14		Full Maintenance Program ³ Contract Miles <u>50,000</u>				
Incl: # Brake Sets (1 set = 1 Axle) <u>0</u>						
\$ 59.14		Additional Services SubTotal				
\$ 0.00		Tax <u>0.0000%</u> State <u>IN</u>				
\$ 892.87		Total Monthly Rental Including Additional Services				
\$ 8,617.60		Reduced Book Value at <u>60</u> Months				
\$ 400.00		Service Charge Due at Lease Termination				

All language and acknowledgments contained in the signed quote apply to all vehicles that are ordered under this signed quote.

Order Information

Driver Name

Parks Department

Exterior Color

Carbonized Gray Metallic

Interior Color

Onyx w/Heated Unique Cloth Captain's Chairs

Lic. Plate Type

Government/Municipal

GVWR

0

Comp/Coll Deductible

0 / 0

OverMileage Charge

\$ 0.0504 Per Mile

Tires

0

Loaner Vehicle Not Included

Quote based on estimated annual mileage of 10,000
 (Current market and vehicle conditions may also affect value of vehicle)
 (Quote is Subject to Customer's Credit Approval)
 Notes

Enterprise FM Trust will be the owner of the vehicle covered by this Quote. Enterprise FM Trust (not Enterprise Fleet Management) will be the Lessor of such vehicle under the Master Open - End (Equity) Lease Agreement and shall have all rights and obligations of the Lessor under the Master Open - End (Equity) Lease Agreement with respect to such vehicle. Lessee must maintain insurance coverage on the vehicle as set forth in Section 11 of the Master Open-End (Equity) Lease Agreement until the vehicle is sold.

ALL TAX AND LICENSE FEES TO BE BILLED TO LESSEE AS THEY OCCUR.
 Lessee hereby authorizes this vehicle order, and agrees to lease the vehicle on the terms set forth herein and in the Master Equity Lease Agreement. In the event Lessee fails or refuses to accept delivery of the ordered vehicle, Lessee agrees that Lessor shall have the right to collect damages, including, but not limited to, a \$500 disposal fee, interest incurred, and loss of value.

LESSEE	Zionsville Civil Town	
BY	TITLE	DATE

* INDICATES ITEMS TO BE BILLED ON DELIVERY.

¹ Capitalized price of vehicle may be adjusted to reflect final manufacturer's invoice, plus a pre delivery interest charge. Lessee hereby assigns to Lessor any manufacturer rebates and/or manufacturer incentives intended for the Lessee, which rebates and/or incentives have been used by Lessor to reduce the capitalized price of the vehicle.

² Monthly lease charge will be adjusted to reflect the interest rate on the delivery date (subject to a floor).

³ The inclusion herein of references to maintenance fees/services are solely for the administrative convenience of Lessee. Notwithstanding the inclusion of such references in this [Invoice/Schedule/Quote], all such maintenance services are to be performed by Enterprise Fleet Management, Inc., and all such maintenance fees are payable by Lessee solely for the account of Enterprise Fleet Management, Inc., pursuant to that certain separate [Maintenance Agreement] entered into by and between Lessee and Enterprise Fleet Management, Inc.; provided that such maintenance fees are being billed by Enterprise FM Trust, and are payable at the direction of Enterprise FM Trust, solely as an authorized agent for collection on behalf of Enterprise Fleet Management, Inc.

Aftermarket Equipment Total

Description	(B)illed or (C)apped	Price
Legacy Graphics (AME Quote: 25014)	B	\$ 200.00
Total Aftermarket Equipment Billed		\$ 200.00
Total Aftermarket Equipment Capitalized		\$ 0.00
Aftermarket Equipment Total		\$ 0.00

Other Totals

Description	(B)illed or (C)apped	Price
Pricing Plan Delivery Charge	B	\$ 150.00
Courtesy Delivery Fee	C	\$ 200.00
Total Other Charges Billed		\$ 150.00
Total Other Charges Capitalized		\$ 200.00
Other Charges Total		\$ 350.00

VEHICLE INFORMATION:

2025 Ford Explorer ST-Line 4dr 4x4 - US

Series ID: K8K

Pricing Summary:

	INVOICE	MSRP
Base Vehicle	\$44,750	\$46,615.00
Total Options	\$0.00	\$0.00
Destination Charge	\$1,595.00	\$1,595.00
Total Price	\$46,345.00	\$48,210.00

SELECTED COLOR:

Exterior:	M7-Carbonized Gray Metallic
Interior:	EW-Onyx w/Heated Unique Cloth Captain's Chairs

SELECTED OPTIONS:

CODE	DESCRIPTION	INVOICE	MSRP
119WB	119.1" Wheelbase	STD	STD
17H	2nd Row Captain's Chairs w/E-Z Entry & Armrest	NC	NC
300A	Equipment Group 300A Standard Package	NC	NC
425	50 State Emissions System	STD	STD
44T	Transmission: 10-Speed Automatic	Included	Included
99H	Engine: 2.3L EcoBoost I-4	Included	Included
E	Heated Unique Cloth Captain's Chairs	Included	Included
EW_04	Onyx w/Heated Unique Cloth Captain's Chairs	NC	NC
M7_07	Carbonized Gray Metallic	NC	NC
PAINT	Monotone Paint Application	STD	STD
STDAX	3.58 Non-Limited Slip Rear Axle	Included	Included
STDRD	Radio: B&O Sound System by Bang & Olufsen	Included	Included
STDTR	Tires: P255/55R20 AS BSW	Included	Included
STDWL	Wheels: 20" Ebony-Painted Machined Aluminum	Included	Included

CONFIGURED FEATURES:

Body Exterior Features:

Number Of Doors: 4
Driver And Passenger Mirror: power remote heated manual folding side-view door mirrors
Spoiler: rear lip spoiler
Skid Plates: skid plates
Door Handles: body-coloured
Front And Rear Bumpers: body-coloured front and rear bumpers
Front Bumper Insert: black front bumper insert
Body Material: galvanized steel/aluminum body material
: class III trailering with harness, hitch
Body Side Cladding: black bodyside cladding
Grille: black grille

Convenience Features:

Air Conditioning: automatic dual-zone front air conditioning
Air Filter: air filter
Rear Air Conditioning: rear air conditioning with separate controls
Voice Activated A/C: voice activated air conditioning
Cruise Control: cruise control with steering wheel controls, Adaptive Cruise Control with Stop-and-Go adaptive
Trunk/Hatch/Door Remote Release: power cargo access remote release
Power Windows: power windows with driver and passenger 1-touch down
1/4 Vent Rear Windows: power rearmost windows
Remote Keyless Entry: keyfob (all doors) remote keyless entry
Illuminated Entry: illuminated entry
Integrated Key Remote: integrated key/remote
Auto Locking: auto-locking doors
Passive Entry: Intelligent Access proximity key
Trunk FOB Controls: keyfob trunk/hatch/door release
Remote Engine Start: remote start - keyfob and smart device (subscription required)
Steering Wheel: heated steering wheel with manual tilting, manual telescoping
Day-Night Rearview Mirror: day-night rearview mirror
Driver and Passenger Vanity Mirror: illuminated auxiliary driver and passenger-side visor mirrors
Garage Door Opener: garage door transmitter
Emergency SOS: 911 Assist emergency communication system
Navigation System: navigation system with voice activation
Front Cupholder: front and rear cupholders
Floor Console: full floor console with covered box
Overhead Console: mini overhead console with storage
Glove Box: locking glove box
Driver Door Bin: driver and passenger door bins
Rear Door Bins: rear door bins
Seatback Storage Pockets: 2 seatback storage pockets
Driver Footrest: driver's footrest
Retained Accessory Power: retained accessory power
Power Accessory Outlet: 3 12V DC power outlets

Entertainment Features:

radio: SiriusXM AM/FM/Satellite with seek-scan
Amplifier: amplifier
Digital Signal Processor: digital signal processor
Voice Activated Radio: voice activated radio
Speed Sensitive Volume: speed-sensitive volume
Steering Wheel Radio Controls: steering-wheel mounted audio controls
Speakers: 10 Bang & Olufsen speakers
Internet Access: FordPass Connect 5G internet access
1st Row LCD: 2 1st row LCD monitor
Wireless Connectivity: wireless phone connectivity
Antenna: integrated roof antenna

Lighting, Visibility and Instrumentation Features:

Headlamp Type: delay-off reflector LED low/high beam headlamps
Auto-Dimming Headlights: Auto High Beam auto high-beam headlights
Front Fog Lights: front fog lights
Front Wipers: variable intermittent rain detecting wipers speed-sensitive wipers wipers
Rear Window wiper: fixed interval rear window wiper with heating wiper park
Rear Window Defroster: rear window defroster
Tinted Windows: deep-tinted windows
Dome Light: dome light with fade
Front Reading Lights: front and rear reading lights
Ignition Switch: ignition switch light
Variable IP Lighting: variable instrument panel lighting
Display Type: digital/analog appearance
Tachometer: tachometer
Compass: compass
Exterior Temp: outside-temperature display
Low Tire Pressure Warning: tire specific low-tire-pressure warning
Park Distance Control: Forward and Reverse Sensing System front/rear/side parking sensors
Trip Computer: trip computer
Trip Odometer: trip odometer
Lane Departure Warning: lane departure
Blind Spot Sensor: blind spot
Front Pedestrian Braking: front pedestrian detection
Following Distance Indicator: following distance alert
Forward Collision Alert: forward collision
Water Temp Gauge: water temp. gauge
Oil Level Gauge: oil level gauge
Clock: in-radio display clock
Systems Monitor: driver information centre
Check Control: redundant digital speedometer
Rear Vision Camera: rear vision camera
Oil Pressure Warning: oil-pressure warning
Water Temp Warning: water-temp. warning
Battery Warning: battery warning
Lights On Warning: lights-on warning
Key in Ignition Warning: key-in-ignition warning
Low Fuel Warning: low-fuel warning
Low Washer Fluid Warning: low-washer-fluid warning
Bulb Failure Warning: bulb-failure warning
Door Ajar Warning: door-ajar warning
Trunk Ajar Warning: trunk-ajar warning
Brake Fluid Warning: brake-fluid warning
Transmission Fluid Temperature Warning: transmission-fluid-temperature warning

Safety And Security:

ABS: four-wheel ABS brakes
Number of ABS Channels: 4 ABS channels
Brake Assistance: brake assist
Brake Type: four-wheel disc brakes
Vented Disc Brakes: front and rear ventilated disc brakes
Daytime Running Lights: daytime running lights
Spare Tire Type: compact spare tire
Spare Tire Mount: spare tire mounted inside under cargo
Driver Front Impact Airbag: driver and passenger front-impact airbags
Driver Side Airbag: seat-mounted driver and passenger side-impact airbags
Overhead Airbag: Safety Canopy System curtain 1st, 2nd and 3rd row overhead airbag
Knee Airbag: knee airbag
Occupancy Sensor: front passenger airbag occupancy sensor
Height Adjustable Seatbelts: height adjustable front seatbelts
Seatbelt Pretensioners: front seatbelt pre-tensioners

3Point Rear Centre Seatbelt: 3 point rear centre seatbelt
Side Impact Bars: side-impact bars
Perimeter Under Vehicle Lights: remote activated w/puddle lights perimeter/approach lights
Tailgate/Rear Door Lock Type: tailgate/rear door lock included with power door locks
Rear Child Safety Locks: rear child safety locks
Ignition Disable: SecuriLock immobilizer
Security System: security system
Panic Alarm: panic alarm
Electronic Stability: AdvanceTrac w/Roll Stability Control electronic stability stability control with anti-rollover
Traction Control: ABS and driveline traction control
Front and Rear Headrests: manual adjustable front head restraints with tilt
Rear Headrest Control: 2 rear head restraints
3rd Row Headrests: 2 manual adjustable third row head restraints
Break Resistant Glass: break resistant glass

Seats And Trim:

Seating Capacity max. seating capacity of 7
Front Bucket Seats: front bucket seats
Front Heated Cushion: driver and passenger heated-cushions
Front Heated Seatback: driver and passenger heated-seatbacks
Number of Driver Seat Adjustments: 8-way driver and passenger seat adjustments
Reclining Driver Seat: power reclining driver and passenger seats
Driver Lumbar: power 2-way driver and passenger lumbar support
Driver Height Adjustment: power height-adjustable driver and passenger seats
Driver Fore/Aft: power driver and passenger fore/aft adjustment
Driver Cushion Tilt: power driver and passenger cushion tilt
Front Centre Armrest Storage: front centre armrest
Rear Seat Type: rear manual reclining captain seat
Rear Seat Fore/Aft: manual rear seat fore/aft adjustment
Rear Folding Position: rear seat fold-forward seatback
Rear Seat Mounted Armrests: rear seat mounted armrest
3rd Row Seat Type: fixed third row 50-50 bench seat
3rd Row Electric Control: fold into floor third row seat
Leather Upholstery: ActiveX cloth front and rear seat upholstery
Door Trim Insert: leatherette door panel trim
Headliner Material: full cloth headliner
Floor Covering: full carpet floor covering
Dashboard Console Insert, Door Panel Insert Combination: cloth/metal-look instrument panel insert, door panel insert, console insert
LeatherSteeringWheel: leather steering wheel
Floor Mats: carpet front and rear floor mats
Interior Accents: chrome/metal-look interior accents
Cargo Space Trim: carpet cargo space
Trunk Lid: plastic trunk lid/rear cargo door
Cargo Tie Downs: cargo tie-downs
Cargo Light: cargo light
Concealed Cargo Storage: concealed cargo storage

Standard Engine:

Engine 300-hp, 2.3-liter I-4 (premium)

Standard Transmission:

Transmission 10-speed automatic w/ OD



QUOTE

105 W 580 N
Crawfordsville, IN 47933
Phone: 800-382-0873
765-362-4103

Quote ID: Q11045

Quote Date: 12/10/2024

Quote Valid Until: 1/9/2025

Page 1 of 1

Customer: ENTERPRISE LEASING
2281 BALL DR
ST LOUIS MO 63146

Contact: SYDNEY WINDLAN

Phone: (317) 757-7100

Email: sydney.windlan@efleets.com

Salesperson: Jeremy Horn

Description	Amount
ZIONSVILLE PARKS DEPARTMENT F550 4X4 REG CAB 145"WB DRW (REVISED) 1 - KNAPHEIDE MODEL PLB-09-B LANDSCAPER BODY - SMOOTH STEEL PLATFORM - 48" TALL SIDES AND FRONT PANELS - SIDE ACCESS DOOR ON THE CURBSIDE HAS A 50" WIDE OPENING - STEP FOR SIDE ACCESS DOOR - BOLT ON REINFORCED BULKHEAD - SWING OUT REAR GATES - TOP 3RD OF REAR SWING DOORS IN PUNCHED FOR AIR FLOW - HEAVY-DUTY CAM LOCK ON REAR GATES - LED CLEARANCE AND MARKER LIGHTS - 1 - HARSH MODEL RL-C20-04 12 VOLT ELECTRIC OVER HYDRAULIC SCISSOR HOIST - PARTS BOX - SAFETY PROP - SMALL TAILHINGE - 1 - REESE TYPE HITCH WITH D-RINGS 1 - 7 WAY RV TRAILER SOCKET 1 - MOUNT OEM BACK UP CAMERA (ORDERED WITH TRUCK) OPTIONS: 1 - PLB CAB PROTECTOR BLACK ADD - \$ 1,595.00 1 - PLB TARP SYATEM ADD - \$ 1675.00	\$15,693.00
Make/Model:	CA:

Sub Total:	\$15,693.00
Sales Tax:	\$0.00
Grand Total:	\$15,693.00

Please indicate Acceptance by circling Yes or rejection by circling No

Customer must fill out the information below before the order can be processed...

Accepted by: _____

Date: _____

Submitted by: *Jeremy Horn*

P.O. Number: _____

Prices are F.O.B. Crawfordsville, IN
Prices are good for 30 days.
Any applicable taxes are additional.
Paint matches are approximate.
A 4% fee will be added to all credit card charges.

Notes:



Open-End (Equity) Lease Proposal

Date: 12/20/2024

Prepared For: Zionsville Civil Town (588672)

Proposal Summary

Proposal #: P1934752

Prepared For: Kogan, Brad

Quantity: 3

Driver Information					Base Lease Payment										Initial Charges Billed upon Delivery		
					Capitalized Amount (Delivered Price per Vehicle)	Lease Term	Depr Rate	Depr Amount	Lease Charge ¹	Monthly Tax	Full Maint Program ²	Additional Services ³	Total Monthly Payment inc. Tax and Addl Services	Book Value at Term	Initial Charges ⁴	License, Registration, Certain Other Charges and Tax	Total Initial Charges Billed upon Delivery
Quote	Driver	ST	Tax Rate	Expected Annual Mileage													
2025 Chevrolet Silverado 1500 Work Truck 4x4 Crew Cab 5.75 ft. box 147.4 in. WB - US Sterling Gray Metallic / Jet Black w/Vinyl Seat Trim																	
8482499	Parks Department	IN	0.0000%	10,000	\$48,901.35	60	1.3500%	\$660.17	\$238.55	\$0.00	\$56.35	\$0.00	\$955.07	\$9,291.15	\$150.00	\$695.94	\$845.94
8482501	Parks Department	IN	0.0000%	10,000	\$48,901.35	60	1.3500%	\$660.17	\$238.55	\$0.00	\$56.35	\$0.00	\$955.07	\$9,291.15	\$150.00	\$695.94	\$845.94
8482502	Parks Department	IN	0.0000%	10,000	\$48,901.35	60	1.3500%	\$660.17	\$238.55	\$0.00	\$56.35	\$0.00	\$955.07	\$9,291.15	\$150.00	\$695.94	\$845.94
Total Monthly Payment for 3 vehicles:													\$2,865.21	Total Initial Charges for 3 vehicles:			\$2,537.82

¹Monthly Lease Charge will be adjusted to reflect the interest rate on the delivery date (subject to a floor)

²See the following pages for details of Full Maintenance Service

³Additional Services may include Commercial Automotive Liability Enrollment or Physical Damage Management

⁴Excludes License, Registration, Certain Charges, and Tax

Current market and vehicle conditions may also affect value of vehicles.

Proposal is subject to Customer's Credit Approval.

Enterprise FM Trust will be the owner of the vehicles covered by this Proposal. Enterprise FM Trust (not Enterprise Fleet Management) will be the Lessor of such vehicles under the Master Open-End (Equity) Lease Agreement and shall have all rights and obligations of the Lessor under the Master Open-End (Equity) Lease Agreement with respect to such vehicles.

Lessee hereby authorizes this vehicle order, and agrees to lease the vehicle on the terms set forth herein and in the Master Equity Lease Agreement and agrees that Lessor shall have the right to collect damages in the event Lessee fails or refuses to accept delivery of the ordered vehicle, Lessee agrees that Lessor shall have the right to collect damages, including, but not limited to, a \$500 disposal fee, interest incurred, and loss of value.

Lessee: Zionsville Civil Town

Signature

Title

Date



Open-End (Equity) Lease Proposal

Date: 12/20/2024

Prepared For: Zionsville Civil Town (588672)
Prepared For: Kogan, Brad

Capitalized Amount Calculations

Proposal #: P1934752
Quantity: 3

Quote	Capitalized Prices/ Billed on Delivery	Capitalized Price of Vehicle ¹	Certain Other Charges	Initial License & Registration Fee	Capitalized Price Reduction	Certain Other Charges on CPR	Gain Applied from Prior Unit	Certain Other Charges on GOP	Tax on Incentives	Aftermarket Equipment	Courtesy Delivery / Dealer Prep Fee	Delivery Charge	Other Costs	Total
2025 Chevrolet Silverado 1500 Work Truck 4x4 Crew Cab 5.75 ft. box 147.4 in. WB - US Sterling Gray Metallic / Jet Black w/Vinyl Seat Trim														
8482499	Capitalized Price	\$43,666.35			\$0.00		\$0.00			\$4,985.00	\$250.00	\$0.00	\$0.00	\$48,901.35
	Billed on Delivery		\$0.00	\$695.94	\$0.00	\$0.00		\$0.00	\$0.00	\$0.00	\$0.00	\$150.00	\$0.00	\$845.94
8482501	Capitalized Price	\$43,666.35			\$0.00		\$0.00			\$4,985.00	\$250.00	\$0.00	\$0.00	\$48,901.35
	Billed on Delivery		\$0.00	\$695.94	\$0.00	\$0.00		\$0.00	\$0.00	\$0.00	\$0.00	\$150.00	\$0.00	\$845.94
8482502	Capitalized Price	\$43,666.35			\$0.00		\$0.00			\$4,985.00	\$250.00	\$0.00	\$0.00	\$48,901.35
	Billed on Delivery		\$0.00	\$695.94	\$0.00	\$0.00		\$0.00	\$0.00	\$0.00	\$0.00	\$150.00	\$0.00	\$845.94

ALL TAX AND LICENSE FEES TO BE BILLED TO LESSEE AS THEY OCCUR.

¹Capitalized price of vehicles may be adjusted to reflect final manufacturer's invoice. Lessee hereby assigns to Lessor any manufacturer rebates and/or manufacturer incentives intended for the Lessee, which rebates and/or incentives have been used by Lessor to reduce the capitalized price of the vehicles.

All language and acknowledgments contained in the signed proposal apply to all vehicles listed on the 'Equity Lease Proposal Summary' page of this document. In addition, you may incur additional fees required to register and operate these vehicles in accordance with various state, county, and city titling, registration, and tax laws.

Initials



Open-End (Equity) Lease Proposal

Date: 12/20/2024

Prepared For: Zionsville Civil Town (588672)
Prepared For: Kogan, Brad

Additional Services Details

Proposal #: P1934752
Quantity: 3

Driver Information		Commercial Automobile Liability Enrollment	Physical Damage Management		Full Maintenance Program ¹				
Quote	Driver	Liability Limit	Comprehensive Deductible	Collision Deductible	Term	Total Contract Miles	Overmileage Charge	Brake Sets	Tires
2025 Chevrolet Silverado 1500 Work Truck 4x4 Crew Cab 5.75 ft. box 147.4 in. WB - US Sterling Gray Metallic / Jet Black w/Vinyl Seat Trim									
8482499	Parks Department				60	50,000	\$0.0504	0	0
8482501	Parks Department				60	50,000	\$0.0504	0	0
8482502	Parks Department				60	50,000	\$0.0504	0	0

¹The inclusion herein of references to maintenance fees/services are solely for the administrative convenience of the Lessee. Notwithstanding the inclusion of such references in this Invoice/Schedule/Quote, all such maintenance services are to be performed by Enterprise Fleet Management, Inc., and all such maintenance fees are payable by Lessee solely for the account of Enterprise Fleet Management, Inc., pursuant to that certain separate Maintenance Agreement entered into by and between Lessee and Enterprise Fleet Management, Inc., provided that such maintenance fees are being billed by Enterprise FM Trust, and are payable at the direction of Enterprise FM Trust, solely as an authorized agent for collection on behalf of Enterprise Fleet Management, Inc.

Initials



Open-End (Equity) Lease Proposal

Date: 12/20/2024

Prepared For: Zionsville Civil Town (588672)
Prepared For: Kogan, Brad

Aftermarket & Other Costs

Proposal #: P1934752
Quantity: 3

Aftermarket Equipment

Quote	Driver	Description	Capitalized Price	Billed Price
2025 Chevrolet Silverado 1500 Work Truck 4x4 Crew Cab 5.75 ft. box 147.4 in. WB - US		Sterling Gray Metallic / Jet Black w/Vinyl Seat Trim		
8482499	Parks Department	Legacy Liftgate - Meyer Truck Q# INQ81768 (AME Quote: INQ81768)	\$4,785.00	
8482499	Parks Department	Strobe Lights - Meyer Truck Q# INQ81768 (AME Quote: INQ81768)	\$0.00	
8482499	Parks Department	Legacy Graphics	\$200.00	
8482501	Parks Department	Legacy Liftgate - Meyer Truck Q# INQ81768 (AME Quote: INQ81768)	\$4,785.00	
8482501	Parks Department	Strobe Lights - Meyer Truck Q# INQ81768 (AME Quote: INQ81768)	\$0.00	
8482501	Parks Department	Legacy Graphics	\$200.00	
8482502	Parks Department	Legacy Liftgate - Meyer Truck Q# INQ81768 (AME Quote: INQ81768)	\$4,785.00	
8482502	Parks Department	Strobe Lights - Meyer Truck Q# INQ81768 (AME Quote: INQ81768)	\$0.00	
8482502	Parks Department	Legacy Graphics	\$200.00	
		Total Aftermarket Equipment	\$14,955.00	\$0.00



VEHICLE INFORMATION:

2025 Chevrolet Silverado 1500 Work Truck 4x4 Crew Cab 5.75 ft. box 147.4 in. WB - US
Series ID: CK10543

Pricing Summary:

	INVOICE	MSRP
Base Vehicle	\$ 44,206.00	\$ 46,000.00
Total Options	\$ 805.35	\$ 885.00
Destination Charge	\$ 1,995.00	\$ 1,995.00
Total Price	\$ 47,006.35	\$ 48,880.00

SELECTED COLOR:

Exterior: GXD - Sterling Gray Metallic
Interior: H2G - Jet Black w/Vinyl Seat Trim

SELECTED OPTIONS:

CODE	DESCRIPTION	INVOICE	MSRP
1SZ	TurboMax Engine Credit	\$ -1,228.50	\$ -1,350.00
1WT	Preferred Equipment Group 1WT	NC	NC
A2S	4-Way Manual Driver Seat Adjuster	Included	Included
A60	Locking Tailgate	Included	Included
A68	Rear 60/40 Folding Bench Seat (Folds Up)	Included	Included
AED	Power Front Windows w/Passenger Express Down	Included	Included
AEQ	Power Rear Windows w/Express Down	Included	Included
AKO	Deep-Tinted Glass	\$ 182.00	\$ 200.00
AKP	Solar Absorbing Tinted Glass	Included	Included
AQQ	Remote Keyless Entry	Included	Included
AXG	Power Front Windows w/Driver Express Up/Down	Included	Included
AZ3	40/20/40 Front Split-Bench Seat	Included	Included
BG9	Rubberized-Vinyl Floor Covering	Included	Included
BLUE	Bluetooth For Phone	Included	Included
C49	Electric Rear-Window Defogger	\$ 204.75	\$ 225.00
C5W	GVWR: 7,000 lbs (3,175 kg)	STD	STD
CGN	Chevytec Spray-On Black Bedliner	\$ 495.95	\$ 545.00
CTT	Hitch Guidance	Included	Included
D31	Inside Rearview Mirror w/Tilt	Included	Included
DLF	Heated Power-Adjustable Outside Mirrors	NA	NA
GU6	3.42 Rear Axle Ratio	STD	STD
GXD_02	Sterling Gray Metallic	NC	NC
H2G_01	Jet Black w/Vinyl Seat Trim	NC	NC
IOR	Radio: Chevrolet Infotainment 3 System	STD	STD
JL1	Integrated Trailer Brake Controller	\$ 250.25	\$ 275.00
K34	Electronic Cruise Control	Included	Included
KW5	220 Amp Alternator	Included	Included
L3B	Engine: TurboMax	Included	Included
MFC	Transmission: 8-Speed Automatic	Included	Included
N33	Manual Tilt Wheel Steering Column	Included	Included
NP0	Single-Speed Transfer Case	Included	Included
PAINT	Solid Paint	STD	STD
PCV	WT Convenience Package	\$ 514.15	\$ 565.00
PED	Chevy Safety Assist	Included	Included
QBN	Tires: 255/70R17 AS BW	Included	Included
QBR	255/70R17 AS BW Spare Tire	Included	Included
QK1	Standard Tailgate	Included	Included

QT2	Manual Tailgate Function w/No EZ Lift	Included	Included
RD6	Wheels: 17" x 8" Ultra Silver Painted Steel	Included	Included
STD TM	Vinyl Seat Trim	Included	Included
TDM	Teen Driver	Included	Included
TQ5	IntelliBeam Automatic High Beam On/Off	Included	Included
U2J	SiriusXM Delete	Included	Included
UDC	3.5" Monochromatic Display Driver Info Center	Included	Included
UE1	OnStar Services Capable	Included	Included
UE4	Following Distance Indicator	Included	Included
UEU	Forward Collision Alert	Included	Included
UHX	Lane Keep Assist w/Lane Departure Warning	Included	Included
UHY	Automatic Emergency Braking	Included	Included
UJN	Tire Pressure Monitoring System	Included	Included
UKJ	Front Pedestrian Braking	Included	Included
UQF	6-Speaker Audio System	Included	Included
UVB	HD Rear Vision Camera	Included	Included
V76	Front Frame-Mounted Black Recovery Hooks	Included	Included
VH6	Black (Semi-Gloss) Front Bumper	Included	Included
VJG	Black (Semi-Gloss) Rear Bumper	Included	Included
VV4	Wi-Fi Hot Spot Capable	Included	Included
Z82	Trailer Package	\$ 386.75	\$ 425.00
Z85	Standard Suspension Package	STD	STD

CONFIGURED FEATURES:

Body Exterior Features:

Number Of Doors: 4
Rear Cargo Door Type: tailgate
Driver And Passenger Mirror: power remote heated manual folding side-view door mirrors
Convex Driver Mirror: convex driver and passenger mirror
Door Handles: black
Front And Rear Bumpers: black front and rear bumpers with black rub strip
Rear Step Bumper: rear step bumper
Front Tow Hooks: 2 front tow hooks
Bed Liner: bed liner
Box Style: regular
Body Material: galvanized steel/aluminum body material
: class IV trailering with harness, hitch, brake controller
Grille: black grille

Convenience Features:

Air Conditioning: manual air conditioning
Console Ducts: console ducts
Cruise Control: cruise control with steering wheel controls
Power Windows: power windows with front and rear 1-touch down
Remote Keyless Entry: keyfob (all doors) remote keyless entry
Illuminated Entry: illuminated entry
Integrated Key Remote: integrated key/remote
Auto Locking: auto-locking doors
Passive Entry: proximity key
Steering Wheel: steering wheel with manual tilting
Day-Night Rearview Mirror: day-night rearview mirror
Emergency SOS: OnStar emergency communication system
Front Cupholder: front cupholder
Overhead Console: mini overhead console with storage
Glove Box: locking glove box
Driver Door Bin: driver and passenger door bins
Rear Door Bins: rear door bins
Seatback Storage Pockets: 2 seatback storage pockets
Dashboard Storage: dashboard storage
IP Storage: covered bin instrument-panel storage
Front Underseat Storage Tray: locking front underseat storage tray
Driver Footrest: driver's footrest
Retained Accessory Power: retained accessory power
Power Accessory Outlet: 1 12V DC power outlet

Entertainment Features:

radio: SiriusXM AM/FM/Satellite-prep with seek-scan
Radio Data System: radio data system
Speakers: 6 speakers
Internet Access: Wi-Fi Hotspot capable internet access
TV Tuner: OnStar Turn-by-Turn Navigation turn-by-turn navigation directions
1st Row LCD: 1 1st row LCD monitor
Wireless Connectivity: wireless phone connectivity
Antenna: fixed antenna

Lighting, Visibility and Instrumentation Features:

Headlamp Type: delay-off reflector halogen headlamps
Auto-Dimming Headlights: IntelliBeam auto high-beam headlights
Cab Clearance Lights: cargo bed light
Front Wipers: variable intermittent wipers
Rear Window Defroster: rear window defroster
Tinted Windows: deep-tinted windows
Dome Light: dome light with fade
Front Reading Lights: front and rear reading lights
Variable IP Lighting: variable instrument panel lighting

Display Type: analog appearance
Tachometer: tachometer
Voltmeter: voltmeter
Compass: compass
Exterior Temp: outside-temperature display
Low Tire Pressure Warning: tire specific low-tire-pressure warning
Trip Computer: trip computer
Trip Odometer: trip odometer
Lane Departure Warning: lane departure
Front Pedestrian Braking: front pedestrian detection
Following Distance Indicator: following distance alert
Forward Collision Alert: forward collision
Oil Pressure Gauge: oil pressure gauge
Water Temp Gauge: water temp. gauge
Engine Hour Meter: engine hour meter
Clock: in-radio display clock
Systems Monitor: driver information centre
Check Control: redundant digital speedometer
Rear Vision Camera: rear vision camera
Oil Pressure Warning: oil-pressure warning
Water Temp Warning: water-temp. warning
Battery Warning: battery warning
Low Oil Level Warning: low-oil-level warning
Low Coolant Warning: low-coolant warning
Lights On Warning: lights-on warning
Key in Ignition Warning: key-in-ignition warning
Low Fuel Warning: low-fuel warning
Low Washer Fluid Warning: low-washer-fluid warning
Door Ajar Warning: door-ajar warning
Brake Fluid Warning: brake-fluid warning
Turn Signal On Warning: turn-signal-on warning
Transmission Fluid Temperature Warning: transmission-fluid-temperature warning
Brake Pad Wear: brake pad wear

Safety And Security:

ABS four-wheel ABS brakes
Number of ABS Channels: 4 ABS channels
Brake Assistance: brake assist
Brake Type: DuraLife four-wheel disc brakes
Vented Disc Brakes: front and rear ventilated disc brakes
Daytime Running Lights: daytime running lights
Spare Tire Type: full-size spare tire
Spare Tire Mount: underbody mounted spare tire w/crankdown
Driver Front Impact Airbag: driver and passenger front-impact airbags
Driver Side Airbag: seat-mounted driver and passenger side-impact airbags
Overhead Airbag: curtain 1st and 2nd row overhead airbag
Occupancy Sensor: front passenger airbag occupancy sensor
Seatbelt Pretensioners: front seatbelt pre-tensioners
3Point Rear Centre Seatbelt: 3 point rear centre seatbelt
Side Impact Bars: side-impact bars
Perimeter Under Vehicle Lights: remote activated perimeter/approach lights
Tailgate/Rear Door Lock Type: manual tailgate/rear door lock
Rear Child Safety Locks: rear child safety locks
Ignition Disable: immobilizer
Panic Alarm: panic alarm
Tracker System: tracker system
Electronic Stability: StabiliTrak w/Proactive Roll Avoidance electronic stability stability control with anti-rollover
Traction Control: ABS and driveline traction control
Front and Rear Headrests: manual adjustable front head restraints
Rear Headrest Control: 2 rear head restraints

Seats And Trim:

Seating Capacity max. seating capacity of 6

Front Bucket Seats: front split-bench 40-20-40 seats

Number of Driver Seat Adjustments: 4-way driver and passenger seat adjustments

Reclining Driver Seat: manual reclining driver and passenger seats

Driver Fore/Aft: manual driver and passenger fore/aft adjustment

Front Centre Armrest Storage: front centre armrest with storage

Rear Seat Type: rear 60-40 split-bench seat

Rear Folding Position: rear seat fold-up cushion

Leather Upholstery: vinyl front and rear seat upholstery

Door Trim Insert: vinyl door panel trim

Headliner Material: full cloth headliner

Floor Covering: full vinyl/rubber floor covering

Cabback Insulator: cabback insulator

Dashboard Console Insert, Door Panel Insert Combination: metal-look instrument panel insert, door panel insert, console insert

Shift Knob Trim: urethane shift knob

Interior Accents: chrome interior accents

Standard Engine:

Engine 310-hp, 2.7-liter I-4 (regular gas)

Standard Transmission:

Transmission 8-speed automatic w/ OD and auto-manual



Open-End (Equity) Lease Proposal

Date: 12/20/2024

Prepared For: Zionsville Civil Town (588672)
Prepared For: Kogan, Brad

Vehicle Detail

Proposal #: P1934752
Quantity: 3

Quote: Parks Department - 8482499 Vehicle Order Type: Ordered AE/AM: Rogers, Todd J / Windlan, Sydney
YMMS: 2025 Chevrolet Silverado 1500 Work Truck 4x4 Crew Cab 5.75 ft. box 147.4 in. WB - US
Exterior Color: Sterling Gray Metallic Interior Color: Jet Black w/Vinyl Seat Trim
Term: 60 Depreciation Reserve: 1.3500% Estimated Annual Mileage: 10,000 GVWR: 7,000 lbs (3,175 kg) State: IN

Lease Items	Capitalized Amount	Billed On Delivery
Capitalized Price of Vehicle ¹	\$43,666.35	
Sales Tax	\$0.00	\$0.00
Initial License Fee	\$0.00	\$695.94
Registration Fee		\$0.00
Other Costs	\$0.00	\$150.00
Courtesy Delivery Fee	\$250.00	\$0.00
Aftermarket Equipment	\$4,985.00	\$0.00
Capitalized Price Reduction	\$0.00	\$0.00
Tax on Capitalized Price Reduction		\$0.00
Gain Applied From Prior Unit	\$0.00	
Tax on Gain on Prior		\$0.00
Tax on Incentives		\$0.00
Total Capitalized Amount (Delivered Price per Vehicle)	\$48,901.35	
Billed on Delivery Total (per Vehicle)		\$845.94

Monthly Rent Breakdown	Cost
Depreciation Reserve	\$660.17
Monthly Lease Charge (Based on Interest Rate) ²	\$238.55
Total Monthly Rental Excluding Additional Services	\$898.72
Tax (0.0000% State: IN)	\$0.00
Commercial Automobile Liability Enrollment	
Liability Limit - N/A	
Physical Damage Management	
Comprehensive Deductible - N/A Collision Deductible - N/A	
Full Maintenance Program ³	\$56.35
Contract Miles 50,000 Overmileage Charge \$0.0504 per mile	
Brake Sets 0 Tires 0	
Monthly Rent Including Additional Services Per Vehicle	\$955.07

End Of Lease	Amount
Reduced Book Value at 60 Months:	\$9,291.15
Service Charge Due at Lease Termination:	\$400.00

ALL TAX AND LICENSE FEES TO BE BILLED TO LESSEE AS THEY OCCUR.

¹Capitalized price of vehicles may be adjusted to reflect final manufacturer's invoice. Lessee hereby assigns to Lessor any manufacturer rebates and/or manufacturer incentives intended for the Lessee, which rebates and/or incentives have been used by Lessor to reduce the capitalized price of the vehicles.

²Monthly Lease Charge will be adjusted to reflect the interest rate on the Delivery Date.

³The inclusion herein of references to maintenance fees/services are solely for the administrative convenience of the Lessee. Notwithstanding the inclusion of such references in this Invoice/Schedule/Quote, all such maintenance services are to be performed by Enterprise Fleet Management, Inc., and all such maintenance fees are payable by Lessee solely for the account of Enterprise Fleet Management, Inc., pursuant to that certain separate Maintenance Agreement entered into by and between Lessee and Enterprise Fleet Management, Inc., provided that such maintenance fees are being billed by Enterprise FM Trust, and are payable at the direction of Enterprise FM Trust, solely as an authorized agent for collection on behalf of Enterprise Fleet Management, Inc.

All language and acknowledgments contained in the signed proposal apply to all vehicles listed on the 'Equity Lease Proposal Summary' page of this document. In addition, you may incur additional fees required to register and operate these vehicles in accordance with various state, county, and city titling, registration, and tax laws.



Open-End (Equity) Lease Proposal

Date: 12/20/2024

Prepared For: Zionsville Civil Town (588672)
Prepared For: Kogan, Brad

Vehicle Detail

Proposal #: P1934752
Quantity: 3

Quote: Parks Department - 8482501 Vehicle Order Type: Ordered AE/AM: Rogers, Todd J / Windlan, Sydney
YMMS: 2025 Chevrolet Silverado 1500 Work Truck 4x4 Crew Cab 5.75 ft. box 147.4 in. WB - US
Exterior Color: Sterling Gray Metallic Interior Color: Jet Black w/Vinyl Seat Trim
Term: 60 Depreciation Reserve: 1.3500% Estimated Annual Mileage: 10,000 GVWR: 7,000 lbs (3,175 kg) State: IN

Lease Items	Capitalized Amount	Billed On Delivery
Capitalized Price of Vehicle ¹	\$43,666.35	
Sales Tax	\$0.00	\$0.00
Initial License Fee	\$0.00	\$695.94
Registration Fee		\$0.00
Other Costs	\$0.00	\$150.00
Courtesy Delivery Fee	\$250.00	\$0.00
Aftermarket Equipment	\$4,985.00	\$0.00
Capitalized Price Reduction	\$0.00	\$0.00
Tax on Capitalized Price Reduction		\$0.00
Gain Applied From Prior Unit	\$0.00	
Tax on Gain on Prior		\$0.00
Tax on Incentives		\$0.00
Total Capitalized Amount (Delivered Price per Vehicle)	\$48,901.35	
Billed on Delivery Total (per Vehicle)		\$845.94

Monthly Rent Breakdown	Cost
Depreciation Reserve	\$660.17
Monthly Lease Charge (Based on Interest Rate) ²	\$238.55
Total Monthly Rental Excluding Additional Services	\$898.72
Tax (0.0000% State: IN)	\$0.00
Commercial Automobile Liability Enrollment	
Liability Limit - N/A	
Physical Damage Management	
Comprehensive Deductible - N/A Collision Deductible - N/A	
Full Maintenance Program ³	\$56.35
Contract Miles 50,000 Overmileage Charge \$0.0504 per mile	
Brake Sets 0 Tires 0	
Monthly Rent Including Additional Services Per Vehicle	\$955.07

End Of Lease	Amount
Reduced Book Value at 60 Months:	\$9,291.15
Service Charge Due at Lease Termination:	\$400.00

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Open-End (Equity) Lease Proposal

Date: 12/20/2024

Prepared For: Zionsville Civil Town (588672)
Prepared For: Kogan, Brad

Vehicle Detail

Proposal #: P1934752
Quantity: 3

Quote: Parks Department - 8482502 Vehicle Order Type: Ordered AE/AM: Rogers, Todd J / Windlan, Sydney
YMMS: 2025 Chevrolet Silverado 1500 Work Truck 4x4 Crew Cab 5.75 ft. box 147.4 in. WB - US
Exterior Color: Sterling Gray Metallic Interior Color: Jet Black w/Vinyl Seat Trim
Term: 60 Depreciation Reserve: 1.3500% Estimated Annual Mileage: 10,000 GVWR: 7,000 lbs (3,175 kg) State: IN

Lease Items	Capitalized Amount	Billed On Delivery
Capitalized Price of Vehicle ¹	\$43,666.35	
Sales Tax	\$0.00	\$0.00
Initial License Fee	\$0.00	\$695.94
Registration Fee		\$0.00
Other Costs	\$0.00	\$150.00
Courtesy Delivery Fee	\$250.00	\$0.00
Aftermarket Equipment	\$4,985.00	\$0.00
Capitalized Price Reduction	\$0.00	\$0.00
Tax on Capitalized Price Reduction		\$0.00
Gain Applied From Prior Unit	\$0.00	
Tax on Gain on Prior		\$0.00
Tax on Incentives		\$0.00
Total Capitalized Amount (Delivered Price per Vehicle)	\$48,901.35	
Billed on Delivery Total (per Vehicle)		\$845.94

Monthly Rent Breakdown	Cost
Depreciation Reserve	\$660.17
Monthly Lease Charge (Based on Interest Rate) ²	\$238.55
Total Monthly Rental Excluding Additional Services	\$898.72
Tax (0.0000% State: IN)	\$0.00
Commercial Automobile Liability Enrollment	
Liability Limit - N/A	
Physical Damage Management	
Comprehensive Deductible - N/A Collision Deductible - N/A	
Full Maintenance Program ³	\$56.35
Contract Miles 50,000 Overmileage Charge \$0.0504 per mile	
Brake Sets 0 Tires 0	
Monthly Rent Including Additional Services Per Vehicle	\$955.07

End Of Lease	Amount
Reduced Book Value at 60 Months:	\$9,291.15
Service Charge Due at Lease Termination:	\$400.00

ALL TAX AND LICENSE FEES TO BE BILLED TO LESSEE AS THEY OCCUR.

¹Capitalized price of vehicles may be adjusted to reflect final manufacturer's invoice. Lessee hereby assigns to Lessor any manufacturer rebates and/or manufacturer incentives intended for the Lessee, which rebates and/or incentives have been used by Lessor to reduce the capitalized price of the vehicles.

²Monthly Lease Charge will be adjusted to reflect the interest rate on the Delivery Date.

³The inclusion herein of references to maintenance fees/services are solely for the administrative convenience of the Lessee. Notwithstanding the inclusion of such references in this Invoice/Schedule/Quote, all such maintenance services are to be performed by Enterprise Fleet Management, Inc., and all such maintenance fees are payable by Lessee solely for the account of Enterprise Fleet Management, Inc., pursuant to that certain separate Maintenance Agreement entered into by and between Lessee and Enterprise Fleet Management, Inc., provided that such maintenance fees are being billed by Enterprise FM Trust, and are payable at the direction of Enterprise FM Trust, solely as an authorized agent for collection on behalf of Enterprise Fleet Management, Inc.

All language and acknowledgments contained in the signed proposal apply to all vehicles listed on the 'Equity Lease Proposal Summary' page of this document. In addition, you may incur additional fees required to register and operate these vehicles in accordance with various state, county, and city titling, registration, and tax laws.

Prepared For: Zionsville Civil Town Kogan, Brad				Date 01/06/2025 AE/AM TJR/SW	
Unit #					
Year	2025	Make	Ford	Model	F-550 Chassis
Series	XL 4x4 SD Regular Cab 145 in. WB DRW				
Vehicle Order Type	Ordered	Term	72	State	IN Customer# 588672
\$ 78,903.00		Capitalized Price of Vehicle ¹			
\$ 0.00	*	Sales Tax <u>0.0000%</u> State <u>IN</u>			
\$ 1,044.09	*	Initial License Fee			
\$ 0.00	Registration Fee				
\$ 200.00	Other: (See Page 2)				
\$ 9,581.50	*	Capitalized Price Reduction			
\$ 0.00	Gain Applied From Prior Unit				
\$ 0.00	*	Security Deposit			
\$ 0.00	Taxes				
\$ 69,521.50		Total Capitalized Amount (Delivered Price)			
\$ 938.54		Depreciation Reserve @ <u>1.3500%</u>			
\$ 316.11		Monthly Lease Charge (Based on Interest Rate - Subject to a Floor) ²			
\$ 1,254.65		Total Monthly Rental Excluding Additional Services			
Additional Fleet Management					
Master Policy Enrollment Fees					
\$ 0.00		Commercial Automobile Liability Enrollment			
Liability Limit <u>\$0.00</u>					
\$ 0.00		Physical Damage Management		Comp/Coll Deductible	<u>0 / 0</u>
\$ 0.00		Full Maintenance Program ³ Contract Miles <u>60,000</u>		OverMileage Charge	<u>\$ 0.0500</u> Per Mile
Incl: # Brake Sets (1 set = 1 Axle) <u>0</u>				# Tires <u>0</u>	Loaner Vehicle Not Included
\$ 0.00		Additional Services SubTotal			
\$ 0.00		Tax <u>0.0000%</u>		State <u>IN</u>	
\$ 1,254.65		Total Monthly Rental Including Additional Services			
\$ 1,946.62		Reduced Book Value at <u>72</u> Months			
\$ 400.00		Service Charge Due at Lease Termination			

All language and acknowledgments contained in the signed quote apply to all vehicles that are ordered under this signed quote.

Order Information

Driver Name Parks Dept.

Exterior Color (0 P) Carbonized Gray Metallic

Interior Color (0 I) Medium Dark Slate w/HD Vinyl 40/20/40 S

Lic. Plate Type Government/Municipal

GVWR 0

All language and acknowledgments contained in the signed quote apply to all vehicles that are ordered under this signed quote.

Order Information

Driver Name	Parks Dept.
Exterior Color	(0 P) Carbonized Gray Metallic
Interior Color	(0 I) Medium Dark Slate w/HD Vinyl 40/20/40 S
Lic. Plate Type	Government/Municipal
GVWR	0

Quote based on estimated annual mileage of 10,000
 (Current market and vehicle conditions may also affect value of vehicle)
 (Quote is Subject to Customer's Credit Approval)
 Notes

Enterprise FM Trust will be the owner of the vehicle covered by this Quote. Enterprise FM Trust (not Enterprise Fleet Management) will be the Lessor of such vehicle under the Master Open - End (Equity) Lease Agreement and shall have all rights and obligations of the Lessor under the Master Open - End (Equity) Lease Agreement with respect to such vehicle. Lessee must maintain insurance coverage on the vehicle as set forth in Section 11 of the Master Open-End (Equity) Lease Agreement until the vehicle is sold.

ALL TAX AND LICENSE FEES TO BE BILLED TO LESSEE AS THEY OCCUR.
 Lessee hereby authorizes this vehicle order, and agrees to lease the vehicle on the terms set forth herein and in the Master Equity Lease Agreement. In the event Lessee fails or refuses to accept delivery of the ordered vehicle, Lessee agrees that Lessor shall have the right to collect damages, including, but not limited to, a \$500 disposal fee, interest incurred, and loss of value.

LESSEE	Zionsville Civil Town
BY	TITLE
	DATE

* INDICATES ITEMS TO BE BILLED ON DELIVERY.

¹ Capitalized price of vehicle may be adjusted to reflect final manufacturer's invoice, plus a pre delivery interest charge. Lessee hereby assigns to Lessor any manufacturer rebates and/or manufacturer incentives intended for the Lessee, which rebates and/or incentives have been used by Lessor to reduce the capitalized price of the vehicle.

² Monthly lease charge will be adjusted to reflect the interest rate on the delivery date (subject to a floor).

³ The inclusion herein of references to maintenance fees/services are solely for the administrative convenience of Lessee. Notwithstanding the inclusion of such references in this [Invoice/Schedule/Quote], all such maintenance services are to be performed by Enterprise Fleet Management, Inc., and all such maintenance fees are payable by Lessee solely for the account of Enterprise Fleet Management, Inc., pursuant to that certain separate [Maintenance Agreement] entered into by and between Lessee and Enterprise Fleet Management, Inc.; provided that such maintenance fees are being billed by Enterprise FM Trust, and are payable at the direction of Enterprise FM Trust, solely as an authorized agent for collection on behalf of Enterprise Fleet Management, Inc.

Aftermarket Equipment Total

Description	(B)illed or (C)apped	Price
Cab Protector - Clark Q11045 (AME Quote: 11045)	C	\$ 1,595.00
Custom Equipment - Clark Q11045 Tarp system (AME Quote: 11045)	C	\$ 1,675.00
Legacy Graphics - Indy's Pro Graphix Q25014 (AME Quote: 25014)	C	\$ 200.00
Landscaper - Clark Q11045 (AME Quote: 11045)	C	\$ 15,693.00
Total Aftermarket Equipment Billed		\$ 0.00
Total Aftermarket Equipment Capitalized		\$ 19,163.00
Aftermarket Equipment Total		\$ 19,163.00

Other Totals

Description	(B)illed or (C)apped	Price
Pricing Plan Delivery Charge	B	\$ 150.00
Courtesy Delivery Fee	C	\$ 200.00
Total Other Charges Billed		\$ 150.00
Total Other Charges Capitalized		\$ 200.00
Other Charges Total		\$ 350.00

VEHICLE INFORMATION:

2025 Ford F-550 Chassis XL 4x4 SD Regular Cab 145 in. WB DRW - US

Series ID: F5H

Pricing Summary:

	INVOICE	MSRP
Base Vehicle	\$56,288	\$59,250.00
Total Options	\$2,397.00	\$2,635.00
Destination Charge	\$1,995.00	\$1,995.00
Total Price	\$60,680.00	\$63,880.00

SELECTED COLOR:

Exterior: M7-(0 P) Carbonized Gray Metallic

Interior: AS-(0 I) Medium Dark Slate w/HD Vinyl 40/20/40 Split Bench Seat

SELECTED OPTIONS:

CODE	DESCRIPTION	INVOICE	MSRP
145WB	145" Wheelbase	STD	STD
153	Front License Plate Bracket	NC	NC
41P	Transfer Case Skid Plates	\$91.00	\$100.00
425	50-State Emissions System	STD	STD
44G	Transmission: TorqShift 10-Speed Automatic	Included	Included
52B	Trailer Brake Controller	\$273.00	\$300.00
60X	Automated Emergency Braking (AEB) Removal	NC	NC
61L	Front Wheel Well Liners (Pre-Installed)	\$164.00	\$180.00
64Z	Wheels: 19.5" x 6" Argent Painted Steel	Included	Included
660A	Order Code 660A	NC	NC
67A	350 Amp Dual Alternators	NC	NC
68U	GVWR: 19,000 lbs Payload Upgrade Package	\$741.00	\$815.00
76C	Exterior Backup Alarm (Pre-Installed)	\$200.00	\$220.00
86M	Dual 68 AH/65 AGM Battery	\$191.00	\$210.00
872	Rear View Camera & Prep Kit	\$377.00	\$415.00
99N	Engine: 7.3L 2V DEVCT NA PFI V8 Gas	Included	Included
A	HD Vinyl 40/20/40 Split Bench Seat	Included	Included
AS_03	(0 I) Medium Dark Slate w/HD Vinyl 40/20/40 Split Bench Seat	NC	NC
C09	Priced DORA	NC	NC
M7_05	(0 P) Carbonized Gray Metallic	NC	NC
PAINT	Monotone Paint Application	STD	STD
STDRD	Radio: AM/FM Stereo w/MP3 Player	Included	Included
SYNC4	SYNC 4 Communication & Entertainment System	Included	Included
TGJ	Tires: 225/70Rx19.5G BSW A/P	Included	Included
WARANT	Fleet Customer Powertrain Limited Warranty	NC	NC
X8L	Limited Slip w/4.88 Axle Ratio	\$360.00	\$395.00

CONFIGURED FEATURES:

Body Exterior Features:

Number Of Doors: 2
Driver And Passenger Mirror: power remote heated manual folding side-view door mirrors with turn signal indicator
Convex Driver Mirror: convex driver and passenger mirror
Mirror Type: manual extendable trailer mirrors
Skid Plates: skid plates
Door Handles: black
Front And Rear Bumpers: black front and rear bumpers with black rub strip
Front Tow Hooks: 2 front tow hooks
Front License Plate Bracket: front license plate bracket
Front Mud Flaps: front and rear mud flaps
Body Material: aluminum body material
: trailering with harness, brake controller
Fender Flares: black fender flares
Grille: black grille
Upfitter Switches: upfitter switches

Convenience Features:

Air Conditioning: manual air conditioning
Air Filter: air filter
Cruise Control: cruise control with steering wheel controls
Power Windows: power windows with driver and passenger 1-touch down
Remote Keyless Entry: keyfob (all doors) remote keyless entry
Illuminated Entry: illuminated entry
Integrated Key Remote: integrated key/remote
Auto Locking: auto-locking doors
Remote Engine Start: remote start - smart device only (subscription required)
Steering Wheel: steering wheel with manual tilting, manual telescoping
Day-Night Rearview Mirror: day-night rearview mirror
Emergency SOS: SYNC 4 911 Assist emergency communication system
Front Cupholder: front cupholder
Overhead Console: full overhead console with storage
Glove Box: illuminated locking glove box
Dashboard Storage: dashboard storage
IP Storage: covered bin instrument-panel storage
Retained Accessory Power: retained accessory power
Power Accessory Outlet: 2 12V DC power outlets

Entertainment Features:

radio: AM/FM stereo with seek-scan
Voice Activated Radio: voice activated radio
Speed Sensitive Volume: speed-sensitive volume
Steering Wheel Radio Controls: steering-wheel mounted audio controls
Speakers: 4 speakers
Internet Access: FordPass Connect 5G internet access
1st Row LCD: 2 1st row LCD monitor
Wireless Connectivity: wireless phone connectivity
Antenna: fixed antenna

Lighting, Visibility and Instrumentation Features:

Headlamp Type: delay-off reflector halogen headlamps
Cab Clearance Lights: cab clearance lights
Front Wipers: variable intermittent wipers
Tinted Windows: light-tinted windows
Dome Light: dome light with fade
Front Reading Lights: front reading lights
Variable IP Lighting: variable instrument panel lighting
Display Type: digital/analog appearance
Tachometer: tachometer

Compass: compass
Exterior Temp: outside-temperature display
Trip Computer: trip computer
Trip Odometer: trip odometer
Oil Pressure Gauge: oil pressure gauge
Water Temp Gauge: water temp. gauge
Transmission Oil Temp Gauge: transmission oil temp. gauge
Engine Hour Meter: engine hour meter
Clock: in-radio display clock
Systems Monitor: driver information centre
Rear Vision Camera: rear vision camera
Oil Pressure Warning: oil-pressure warning
Water Temp Warning: water-temp. warning
Battery Warning: battery warning
Lights On Warning: lights-on warning
Key in Ignition Warning: key-in-ignition warning
Low Fuel Warning: low-fuel warning
Door Ajar Warning: door-ajar warning
Brake Fluid Warning: brake-fluid warning

Safety And Security:

ABS four-wheel ABS brakes
Number of ABS Channels: 4 ABS channels
Brake Assistance: brake assist
Brake Type: four-wheel disc brakes
Vented Disc Brakes: front and rear ventilated disc brakes
Daytime Running Lights: daytime running lights
Driver Front Impact Airbag: driver and passenger front-impact airbags
Driver Side Airbag: seat-mounted driver and passenger side-impact airbags
Overhead Airbag: Safety Canopy System curtain 1st row overhead airbag
Height Adjustable Seatbelts: height adjustable front seatbelts
Side Impact Bars: side-impact bars
Perimeter Under Vehicle Lights: remote activated perimeter/approach lights
Ignition Disable: SecuriLock immobilizer
Security System: security system Ford Security Package (1-year included with activation)
Panic Alarm: panic alarm
Traction Control: driveline traction control
Front and Rear Headrests: manual adjustable front head restraints

Seats And Trim:

Seating Capacity max. seating capacity of 3
Front Bucket Seats: front split-bench 40-20-40 seats
Number of Driver Seat Adjustments: 4-way driver and passenger seat adjustments
Reclining Driver Seat: manual reclining driver and passenger seats
Driver Lumbar: manual driver and passenger lumbar support
Driver Fore/Aft: manual driver and passenger fore/aft adjustment
Front Centre Armrest Storage: front centre armrest with storage
Leather Upholstery: vinyl front seat upholstery
Headliner Material: full cloth headliner
Floor Covering: full vinyl/rubber floor covering
Shift Knob Trim: urethane shift knob
Interior Accents: chrome interior accents

Standard Engine:

Engine 335-hp, 7.3-liter V-8 (regular gas)

Standard Transmission:

Transmission 10-speed automatic w/ OD and PowerShift automatic



Equipment Sales Order

Company Name		Town of Zionsville		Contact Name	Will Wright	Order Date	1/17/2025
Street Address		1100 West Oak St		Salesman	Rick Harrison	Phone #	317-873-5410
City	Zionsville	State	Indiana	Zip		County	Boone

NO DELIVERY OF GOODS TO BE MADE UNTIL FULL SETTLEMENT IS RECEIVED

Unit #	Year	Make	Model	Serial #	Hours
	2024	Case	580SN		0
Machines and Attachments				Price	\$ 192,723.00
580SN4WD					
2Cab PLT 2WayC1					
Cab 2 Door w/HVAC					
Pilot Controls					
Powershift H-Type Transmission					
1Way Or 2 Way And EHOE \$ HCPL					
RC& CS & 3SPL Hy Coupler					
Premium Seat					
Heavy Front Counterweight Extendahoe					
Universal Mechanical Quick Coupler					
24" Universal Bucket					
Flip Over Stab Pads					
Thumb Option					
93" GP Bucket				\$	4,081.00
Bolt-On Cutting Edge				\$	425.00
Coupler Hydraulic				\$	5,371.00
Sourcewell Discount				\$	(53,738.44)

Trade-In Equipment

Year	Hours	Description			Trade Allowance	Amount Owing	Net Trade Allowance	Owed to Whom	Note #
		Make	Model	Serial Number					
0	0	0	0	0	\$ -	\$ -	\$ -	0	
					\$ -	\$ -	\$ -		
					\$ -	\$ -	\$ -		
Total Trade Allowance					\$ -	\$ -	\$ -		

Other				1. Selling Price	\$ 148,861.56
1. Other	\$	2,605.90		2. Rental Credit (per left column)	\$ -
2. Extended Warranty	\$	-		3. Trade Allowance (per above)	\$ -
3. Maintenance Plan	\$	-		4. Net Price (1-2-3)	\$ 148,861.56
4. Physical Damage Insurance	\$	-		5. Federal Excise	\$ -
5. Total Other Fees (1+2+3+4)	\$	2,605.90		6. Michigan Tax	0% \$ -
Rental Credit Calculation				7. Indiana Tax	0% \$ -
1. # Months		0		8. Balance Owed On Trade	\$ -
2. Monthly Rental Rate	\$	-		9. Cash with Order	\$ -
3. Total Rental (1x2)	\$	-		10. Other Fees (LH Coulumn)	\$ 2,605.90
4. % Credit Granted		0%		11. Balance Due 5+6+7+8+10	\$ 151,467.46
5. Rental Credit (3x4)	\$	-			

Terms ☐ Cash on Delivery ☐ Retail Installment Contract

if retail contract, indicate desired length of contract 0

if retail contract, indicate desired interest rate 0.00%

ALL TERMS SUBJECT TO CREDIT APPROVAL

Customer Signature of Acceptance

Date

AGREEMENT FOR PURCHASE OF GOODS AND SERVICES

THIS AGREEMENT FOR PURCHASE OF GOODS AND SERVICES ("Agreement") is hereby entered into by and between the Zionsville Board of Parks and Recreation ("Board"), and, Rose Paving, LLC, an entity duly authorized to do business in the State of Indiana ("Vendor").

TERMS AND CONDITIONS

1. **ACKNOWLEDGMENT, ACCEPTANCE:**
Vendor acknowledges that it has read and understands this Agreement and agrees that its execution of same constitutes its acceptance of all the Agreement's terms and conditions.
2. **PERFORMANCE:**
Vendor hereby agrees to provide all products, goods and services necessary to perform the requirements of this Contract and to execute its responsibilities hereunder by following and applying at all times the highest professional and technical guidelines and standards.
3. **PRICE AND PAYMENT TERMS:**
The cost of Goods and Services provided under this Agreement shall not exceed Six Hundred Dollars (\$600.00). Vendor shall submit an invoice to Board no more than once every thirty (30) days detailing the Goods and Services provided to Board within such time period. Board shall pay Vendor for such Goods and Services within forty-five (45) days after the date of Board's receipt of Vendor's invoice detailing same, so long as and to the extent such Goods and Services are not disputed, are in conformance with the specifications set forth in Exhibit A, and Vendor has otherwise performed and satisfied all the terms and conditions of this Agreement.
4. **WARRANTY:**
Vendor expressly warrants that the Goods and Services covered by this Agreement will conform to those certain specifications, descriptions and/or quotations regarding same as were provided to Vendor by Board and/or by Vendor to and accepted by Board, all of which documents are incorporated herein by reference, and that the Goods and Services will be delivered in a timely, good and workmanlike manner and free from defect. Vendor acknowledges that it knows of Board's intended use and expressly warrants that the Goods and Services provided to Board pursuant to this Agreement have been selected by Vendor based upon Board's stated use and are fit and sufficient for their particular purpose.
5. **TIME AND PERFORMANCE:**
This Agreement shall become effective as of the last date on which a party hereto executes same ("Effective Date"), and both parties shall thereafter perform their obligations hereunder in a timely manner. Time is of the essence of this Agreement.
6. **DISCLOSURE AND WARNINGS:**
If requested by Board, Vendor shall promptly furnish to Board, in such form and detail as Board may direct, a list of all chemicals, materials, substances and items used in or during the provision of the Goods and Services provided hereunder, including the quantity, quality and concentration thereof and any other information relating thereto. At the time of the delivery of the Goods and Services provided hereunder, Vendor agrees to furnish to Board sufficient written warning and notice (including appropriate labels on containers and packing) of any hazardous material utilized in or that is a part of the Goods and Services.
7. **LIENS:**
Vendor shall not cause or permit the filing of any lien on any of Board's property. In the event any such lien is filed and Vendor fails to remove such lien within ten (10) days after the filing thereof, by payment or bonding, Board shall have the right to pay such lien or obtain such bond, all at Vendor's sole cost and expense.

8. **DEFAULT:**

In the event Vendor: (a) repudiates, breaches or defaults under any of the terms or conditions of this Agreement, including Vendor's warranties; (b) fails to provide the Goods and Services as specified herein; (c) fails to make progress so as to endanger timely and proper provision of the Goods and Services and does not correct such failure or breach within five (5) business days (or such shorter period of time as is commercially reasonable under the circumstances) after receipt of notice from Board specifying such failure or breach; or (d) becomes insolvent, is placed into receivership, makes a general assignment for the benefit of creditors or dissolves, each such event constituting an event of default hereunder, Board shall have the right to (1) terminate all or any parts of this Agreement, without liability to Vendor; and (2) exercise all other rights and remedies available to Board at law and/or in equity.

9. **INSURANCE AND INDEMNIFICATION:**

Vendor shall procure and maintain in full force and effect during the term of this Agreement, with an insurer licensed to do business in the State of Indiana, such insurance as is necessary for the protection of Board and Vendor from all claims for damages under any workers' compensation, occupational disease and/or unemployment compensation act; for bodily injuries including, but not limited to, personal injury, sickness, disease or death of or to any of Vendor's agents, officers, employees, vendors and subvendors; and, for any injury to or destruction of property, including, but not limited to, any loss of use resulting therefrom. The coverage amounts shall be no less than:

Worker's Compensation	Statutory Limit.
Employer's Liability	\$500,000 each accident, \$500,000 disease each employee, and \$1,000,000 disease policy limits.
Commercial General Liability (CG0001) , including Personal Injury, Premises Operations, Completed Operations and Products coverages (for a minimum period of two (2) years after substantial completion), including (1) explosion, collapse or underground property damage hazards, and (2) damages or injury arising from defective work, including costs to repair or replace damaged work. (The Commercial General Liability Insurance may be arranged under a single policy for the full limits required or by a combination of underlying policies with the balance provided by an Excess or Umbrella Liability Policy).	\$1,000,000 Per Occurrence and \$2,000,000 General Aggregate.
Commercial Automobile Liability , including Owned, Non-Owned and Hired Car coverages.	\$1,000,000 Combined Single Limit for Bodily Injury and Property Damage.

Vendor shall cause its insurers to name Board as an additional insured on all such insurance policies, shall promptly provide Board, upon request, with copies of all such policies, and shall provide that such insurance policies shall not be canceled without thirty (30) days prior notice to Board. Vendor shall indemnify and hold harmless Board from and against any and all liabilities, claims, demands or expenses (including, but not limited to, reasonable attorney fees) for injury, death and/or damages to any person or property arising from or in connection with Vendor's provision of Goods and Services pursuant to or under this Agreement or Vendor's use of Board property.

Vendor further agrees to indemnify, defend and hold harmless Board and its officers, officials, agents and employees from all claims and suits of whatever type, including, but not limited to, all court costs, attorney fees, and other expenses, caused by any act or omission of Vendor and/or of any of Vendor's agents, officers, employees, vendors or subvendors in the performance of this Agreement. These indemnification obligations shall survive the termination of this Agreement.

10. GOVERNMENT COMPLIANCE:

Vendor agrees to comply with all federal, state and local laws, executive orders, rules, regulations and codes which may be applicable to Vendor's performance of its obligations under this Agreement, and all relevant provisions thereof are incorporated herein by this reference. Vendor agrees to indemnify and hold harmless Board from any loss, damage and/or liability resulting from any such violation of such laws, orders, rules, regulations and codes. This indemnification obligation shall survive the termination of this Agreement.

11. NONDISCRIMINATION:

Vendor represents and warrants that it and all of its officers, employees, agents, vendors and subvendors shall comply with all laws of the United States, the State of Indiana and Board prohibiting discrimination against any employee, applicant for employment or other person in the provision of any Goods and Services provided by this Agreement with respect to their hire, tenure, terms, conditions and privileges of employment and any other matter related to their employment or subcontracting, because of race, religion, color, sex, handicap, national origin, ancestry, age, disabled veteran status and/or Vietnam era veteran status.

12. E-VERIFY:

Pursuant to I.C. § 22-5-1.7 et seq., as the same may be amended from time to time, and as is incorporated herein by this reference (the "Indiana E-Verify Law"), Vendor is required to enroll in and verify the work eligibility status of its newly-hired employees using the E-Verify program, and to execute the Affidavit attached herein as Exhibit B, affirming that it is enrolled and participating in the E-verify program and does not knowingly employ unauthorized aliens. In support of the Affidavit, **Vendor shall provide the Board with documentation indicating that it has enrolled and is participating in the E-Verify program.** Should Vendor subcontract for the performance of any work under and pursuant to this Agreement, it shall fully comply with the Indiana E-Verify Law as regards each such subvendor. Should the Vendor or any subvendor violate the Indiana E-Verify law, the Board may require a cure of such violation and thereafter, if no timely cure is performed, terminate this Agreement in accordance with either the provisions hereof or those set forth in the Indiana E-Verify Law. The requirements of this paragraph shall not apply should the E-Verify program cease to exist.

13. NO IMPLIED WAIVER:

The failure of either party to require performance by the other of any provision of this Agreement shall not affect the right of such party to require such performance at any time thereafter, nor shall the waiver by any party of a breach of any provision of this Agreement constitute a waiver of any succeeding breach of the same or any other provision hereof.

14. NON-ASSIGNMENT:

Vendor shall not assign or pledge this Agreement, whether as collateral for a loan or otherwise, and shall not delegate its obligations under this Agreement without Board's prior written consent.

15. RELATIONSHIP OF PARTIES:

The relationship of the parties hereto shall be as provided for in this Agreement, and neither Vendor nor any of its officers, employees, vendors, subvendors and agents are employees of Board. The contract price set forth herein shall be the full and maximum compensation and monies required of Board to be paid to Vendor under or pursuant to this Agreement

16. GOVERNING LAW; LAWSUITS:

This Agreement is to be construed in accordance with and governed by the laws of the State of Indiana, except for its conflict of laws provisions. The parties agree that, in the event a lawsuit is filed hereunder, they waive their right to a jury trial, agree to file any such lawsuit in an appropriate court in Boone County, Indiana only, and agree that such court is the appropriate venue for and has jurisdiction over same.

17. SEVERABILITY:

If any term of this Agreement is invalid or unenforceable under any statute, regulation, ordinance, executive order or other rule of law, such term shall be deemed reformed or deleted, but only to the extent necessary to comply with same, and the remaining provisions of this Agreement shall remain in full force and effect.

18. NOTICE:

Any notice provided for in this Agreement will be sufficient if it is in writing and is delivered by postage prepaid U.S. certified mail, return receipt requested, to the party to be notified at the address specified herein:

If to Board:	Zionsville Board of Parks and Recreation 1100 West Oak Street Zionsville, Indiana 46077 Attn: Jarod Logsdon	<u>AND</u>	Jon Oberlander Chief Legal Counsel 1100 West Oak Street Zionsville, Indiana 46077
If to Vendor:	Rose Paving, LLC 3841 W. Morris St. Indianapolis, IN 46241		

Notwithstanding the above, notice of termination under paragraph 19 hereinbelow shall be effective if given orally, as long as written notice is then provided as set forth hereinabove within five (5) business days from the date of such oral notice.

19. TERMINATION:

19.1 Notwithstanding anything to the contrary contained in this Agreement, Board may, upon notice to Vendor, immediately terminate this Agreement for cause, in the event of a default hereunder by Vendor and/or if sufficient funds are not appropriated or encumbered to pay for the Goods and Services to be provided hereunder. In the event of such termination, Vendor shall be entitled to receive only payment for the undisputed invoice amount representing conforming Goods and Services delivered as of the date of termination, except that such payment amount shall not exceed the Estimate amount in effect at the time of termination, unless the parties have previously agreed in writing to a greater amount.

19.2 Board may terminate this Agreement at any time upon thirty (30) days prior notice to Vendor. In the event of such termination, Vendor shall be entitled to receive only payment for the undisputed invoice amount of conforming Goods and Services delivered as of the date of termination, except that such payment amount shall not exceed the Estimate amount in effect at the time of termination, unless the parties have previously agreed in writing to a greater amount.

19.3 The Board may terminate this Agreement pursuant to Paragraphs 11 and 29 hereof, as appropriate.

20. REPRESENTATIONS AND WARRANTIES

The parties represent and warrant that they are authorized to enter into this Agreement and that the persons executing this Agreement have the authority to bind the party which they represent.

21. ADDITIONAL GOODS AND SERVICES

Vendor understands and agrees that Board may, from time to time, request Vendor to provide additional goods and services to Board. When Board desires additional goods and services from Vendor, the Board shall notify Vendor of such additional goods and services desired, as well as the time frame in which same are to be provided. Only after Board has approved Vendor's time and cost estimate for the provision of such additional goods and services, has encumbered sufficient monies to pay for same, and has authorized Vendor, in writing, to provide such additional goods and services, shall such goods and services be provided by Vendor to Board. A copy of the Board's authorization documents for the purchase of additional goods and services shall be numbered and attached hereto in the order in which they are approved by Board.

22. TERM

Unless otherwise terminated in accordance with the termination provisions set forth in Paragraph 19 hereinabove, this Agreement shall be in effect from the Effective Date until the services are completed. The Agreement may be extended by the mutual written consent of the parties hereto.

23. HEADINGS

All heading and sections of this Agreement are inserted for convenience only and do not form a part of this Agreement nor limit, expand or otherwise alter the meaning of any provision hereof.

24. BINDING EFFECT

The parties, and their respective officers, officials, agents, partners, successors, assigns and legal representatives, are bound to the other with respect to all of the covenants, terms, warranties and obligations set forth in Agreement.

25. NO THIRD PARTY BENEFICIARIES

This Agreement gives no rights or benefits to anyone other than Board and Vendor.

26. DEBARMENT AND SUSPENSION

26.1 The Vendor certifies by entering into this Agreement that neither it nor its principals nor any of its subvendors are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from entering into this Agreement by any federal agency or by any department, agency or political subdivision of the State of Indiana. The term "principal" for purposes of this Agreement means an officer, director, owner, partner, key employee or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of the Vendor.

26.2 The Vendor certifies that it has verified the state and federal suspension and debarment status for all subvendors receiving funds under this Agreement and shall be solely responsible for any recoupment, penalties or costs that might arise from use of a suspended or debarred subvendor. The Vendor shall immediately notify the Board if any subvendor becomes debarred or suspended, and shall, at the Board's request, take all steps required by the Board to terminate its contractual relationship with the subvendor for work to be performed under this Agreement.

27. IRAN CERTIFICATION

Pursuant to I.C. § 5-22-16.5, the Vendor shall certify that, in signing this Agreement, it does not engage in investment activities within the Country of Iran.

28. ADVICE OF COUNSEL:

The parties warrant that they have read this Agreement and understand it, have had the opportunity to obtain legal advice and assistance of counsel throughout the negotiation of this Agreement, and enter into same freely, voluntarily, and without any duress, undue influence or coercion.

29. ADVERTISING AND PUBLIC RELATIONS: Vendor shall not, without first obtaining the express written consent of the Board, in any manner advertise or publish the fact that Vendor has contracted to furnish the Board the goods or services herein contracted, or use any trademarks or tradenames of the Board's advertising, promotional materials or web sites. In the event of Vendor's breach of this provision, the Board shall have the right to terminate the undelivered portion of any goods or services covered by this Contract and shall not be required to make further payments except for conforming goods delivered or services rendered prior to cancellation.

30. ENTIRE AGREEMENT:

This Agreement, together with any exhibits attached hereto or referenced herein, constitutes the entire agreement between Vendor and Board with respect to the subject matter hereof, and supersedes all prior oral or written representations and agreements regarding same. Notwithstanding any other term or condition set forth herein, but subject to paragraph 16 hereof, to the extent any term or condition contained in any exhibit attached to this Agreement or in any document referenced herein conflicts with any term or condition contained in this Agreement, the term or condition contained in this Agreement shall govern and prevail. This Agreement may only be modified by written amendment executed by both parties hereto, or their successors in interest.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as follows:

ZIONSVILLE BOARD OF
PARKS AND RECREATION

By:

Ryan Cambridge, President

Date: _____

ROSE PAVING, LLC

By:

Authorized Signature

Printed Name

Title

Date: _____



Beyond Paving.
BEYOND EXPECTATIONS.™

PROPOSAL

EXHIBIT A

OPP-24-029650

11 / 18 / 2024

Account Information	Contact Information	Rose Paving Information
Account Name: Zionsville Government Center - Town Hall	Contact Name: Jarod Logsdon	Account Executive: Dan Chamberlin
Street Address: 1100 W Oak St	Contact Email: jlogsdon@zionsville-in.gov	Email: dan.chamberlin@rosepaving.com
City State Zip: ZionsvilleIN46077-1259	Contact Phone: 317.800.4276	Cell: 317.391.2358

Notes/Exclusions
This work includes two coats of paint.

PRICING TABLE					
Service Line Name	QTY	U of M	Depth	Unit Price	Subtotal
White Center Line - Two Areas	1	Bays		\$600.00	\$600.00
Total					\$600.00



Beyond Paving.
BEYOND EXPECTATIONS.™

PROPOSAL

CUSTOMER APPROVAL

Total Dollars Approved: **\$600.00**

Name:

Authorized Signature:

BILLING INSTRUCTIONS:

Scope Detail

Service Line Name	Service Description
White Center Line - Two Areas	Price includes restripe per existing layout

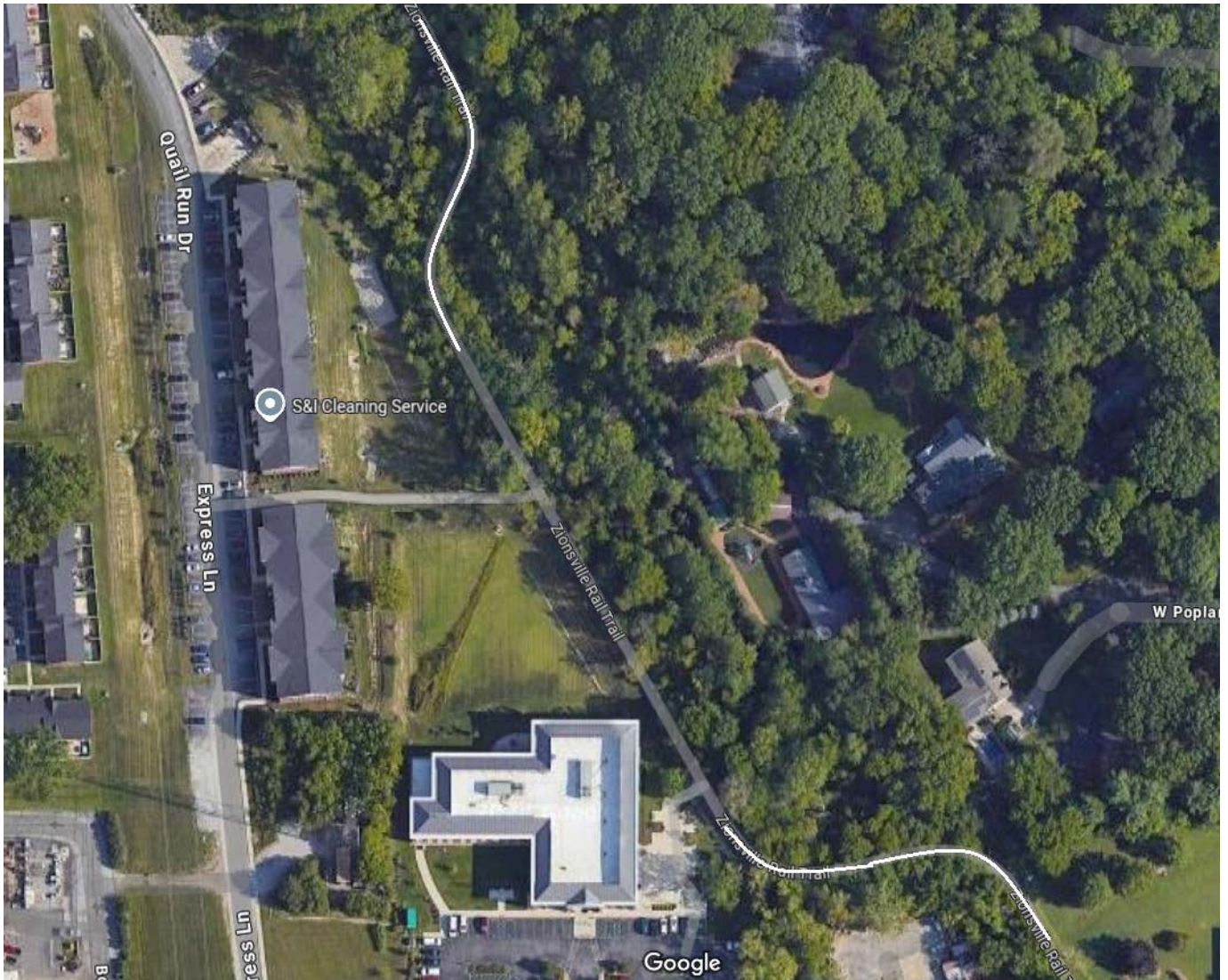


EXHIBIT B

AFFIDAVIT

_____, being first duly sworn, deposes and says that he/she is familiar with and has personal knowledge of the facts herein and, if called as a witness in this matter, could testify as follows:

1. I am over eighteen (18) years of age and am competent to testify to the facts contained herein.
2. I am now and at all times relevant herein have been employed by _____ (the "Employer") in the position of _____.
3. I am familiar with the employment policies, practices, and procedures of the Employer and have the authority to act on behalf of the Employer.
4. The Employer is enrolled and participates in the federal E-Verify program and has provided documentation of such enrollment and participation to the Board of Zionsville, Indiana.
5. The Company does not knowingly employ any unauthorized aliens.

FURTHER AFFIANT SAYETH NOT.

EXECUTED on the _____ day of _____, 20____.

Printed: _____

I certify under the penalties for perjury under the laws of the United States of America and the State of Indiana that the foregoing factual statements and representations are true and correct.

Printed: ____

**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

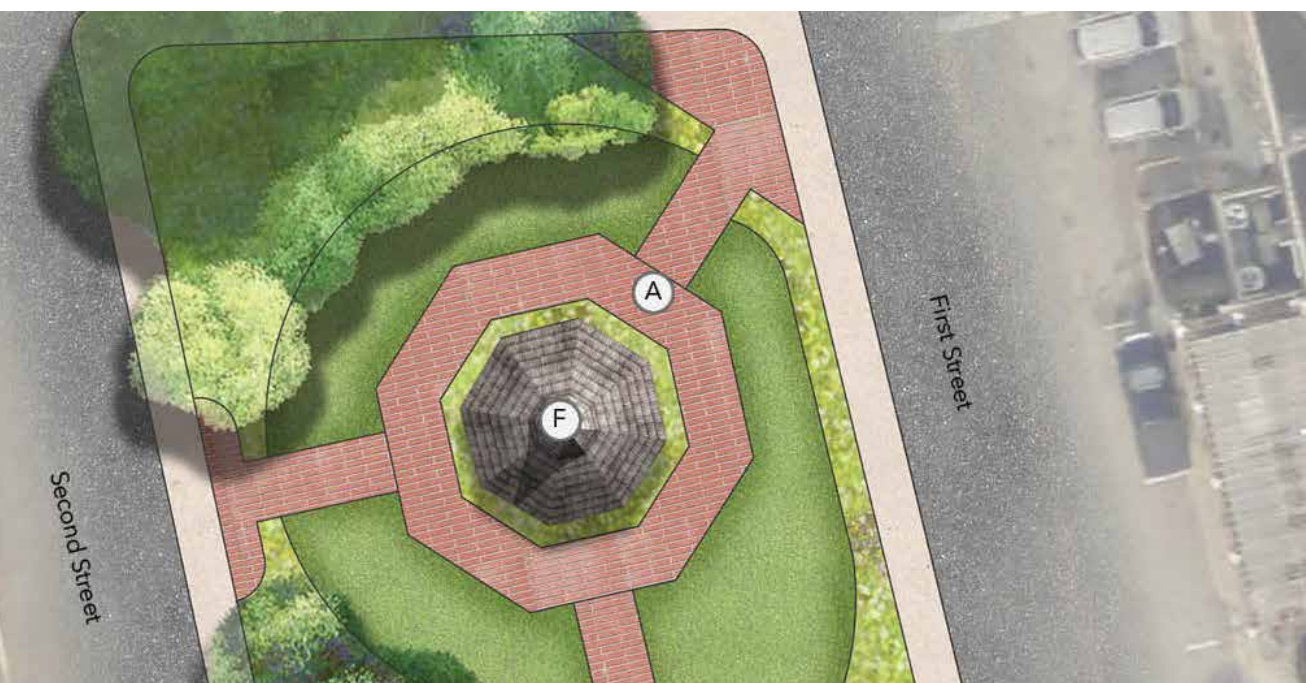
ACTION PLAN

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, Const
Capital Project	Elm Street Green Canoe Launch	Design Development, Const
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		



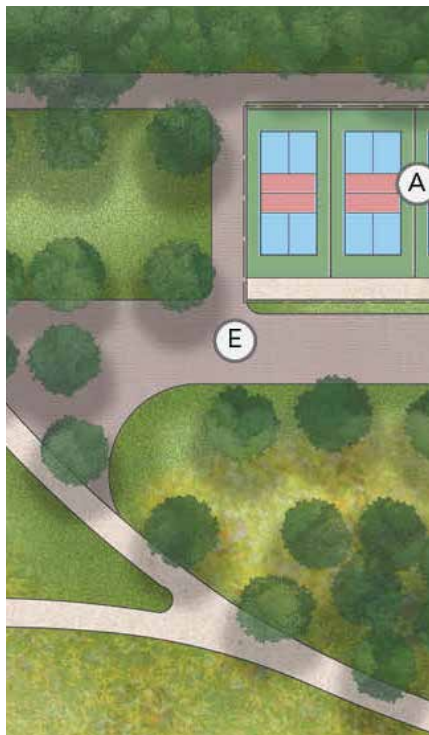
	Estimated Cost Low	Estimated Cost High	Funding Source
	\$5,500,000.00*	\$6,500,000.00*	IDNR Next Level Conservation Trust Fund, Bond, General Funds
	\$3,000,000.00	\$4,500,000.00	IDNR LWCF, Bond, General Funds, Park Impact Fee, Lily Endowment, Vectren Foundation, Community Foundation of Boone County, 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.

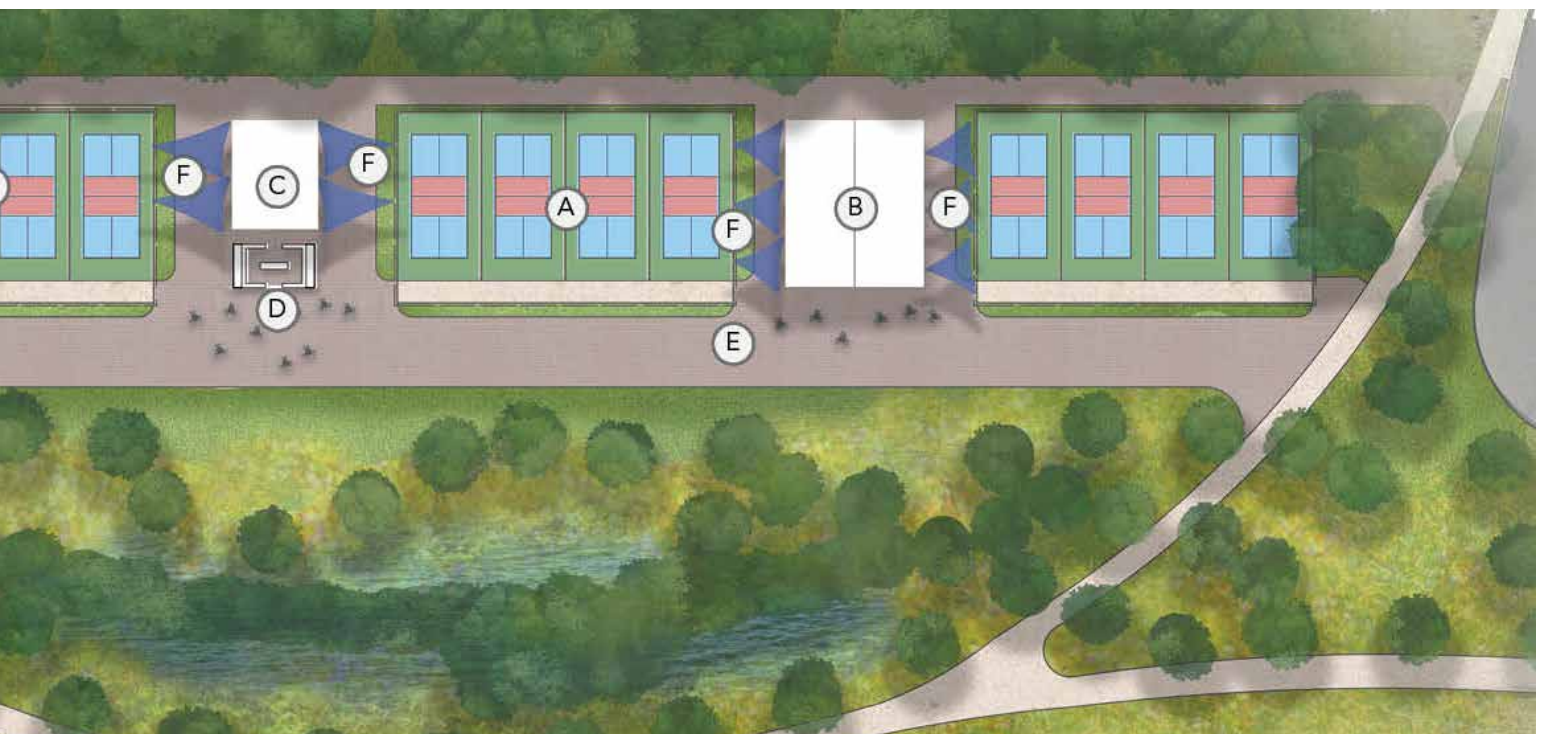


ACTION PLAN

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		

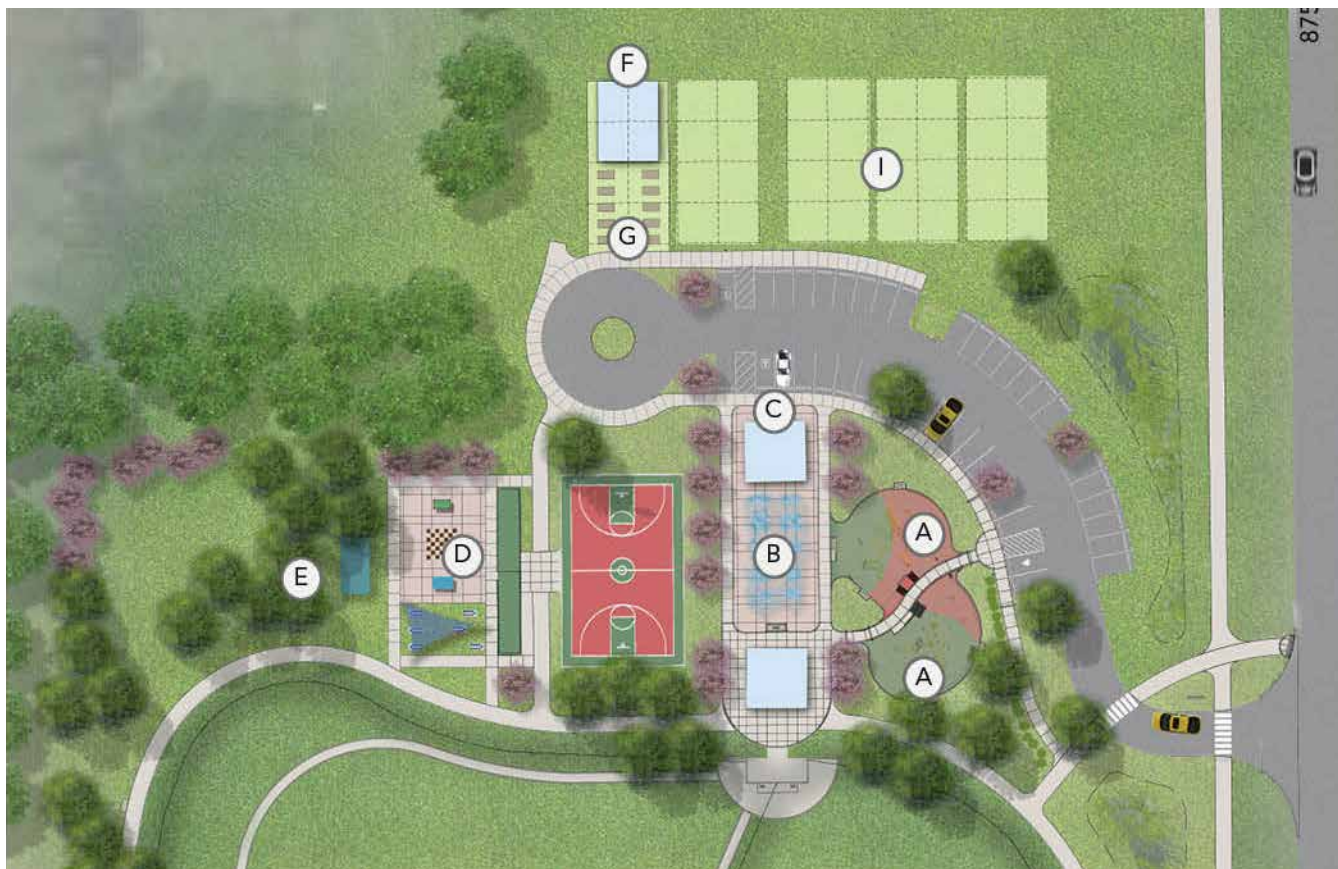


	Estimated Cost Low	Estimated Cost High	Funding Source
	\$750,000.00	\$1,150,000.00	IDNR LWCF, Bond, General Funds, Park Impact Fee, Lily Endowment, Vectren Foundation, Community Foundation of Boone County, Duke Energy Foundation
	\$500,000.00	\$1,000,000.00	Bond, General Funds, Park Impact Fee
	\$50,000.00	\$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	Overlay-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	8	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

TEMPORARY CONSTRUCTION EASEMENT, LICENSE AND MAINTENANCE AGREEMENT FOR BEECHWOOD LANE CONNECTOR

THIS TEMPORARY CONSTRUCTION EASEMENT, LICENSE AND MAINTENANCE AGREEMENT FOR BEECHWOOD LAND CONNECTOR (the “**Agreement**”) is made and entered as of the ____ day of _____, 2024 (“**Effective Date**”), by and between EJ WILLIAMS, owner of real property located at 295 Beechwood Lane, Zionsville, Indiana 46077 (“**Owner**”), and the ZIONSVILLE BOARD OF PARKS AND RECREATION OF THE TOWN OF ZIONSVILLE, INDIANA, a municipal agency (“**Park Board**”).

Recitals:

WHEREAS, Owner is the owner of real estate located at 295 Beechwood Lane, Zionsville, Indiana, 46077, pursuant to deed recorded as instrument number [REDACTED] in the Office of The Recorder, Boone County, Indiana;

WHEREAS, Owner desires to construct a connector bridge and pathway from 295 Beechwood Lane to the Zionsville Rail Trail at a point identified on the attached EXHIBIT A incorporated herein (the “Property”), which connector bridge and pathway is to be known as the “Beechwood Lane Connector”;

WHEREAS, The Park Board is willing to permit such connector bridge and pathway, but only on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the above premises and other good and valuable considerations, the receipt and sufficiency of which hereby is acknowledged, Owner and the Park Board hereby agree as follows:

1. Recitals. The above recitals are hereby incorporated into this agreement as if fully set forth herein and are true and correct in all material respects.
2. Grant of Temporary Construction and Maintenance Easement. Park Board does hereby establish, give, grant and convey to Owner a temporary non-exclusive easement for construction activities, at reasonable times, including without limitation, staging, site preparation and grading, in, over, upon and across the Property for the construction of the Beechwood Lane Connector consisting of a connector bridge and pathway at the location as shown on EXHIBIT A. All costs of design and construction of the Beechwood Lane Connector shall be paid by Owner, and Owner shall construct the Beechwood Lane Connector in strict accordance with the plans and specifications approved by the Park Board, as indicated on EXHIBIT B attached hereto and made apart hereof, and in accordance with all applicable local, state and federal laws. The Beechwood Lane Connector shall be subject to and must pass an as-built inspection by the Park Board, or a representative thereof, prior to final approval and public use of the

Beechwood Lane Connector. Owner shall not remove any more trees or shrubs than absolutely necessary for construction of the Beechwood Lane Connector , and shall consult with the Superintendent of Parks and Recreation on any discretionary tree or shrub removal. Owner's work on the Property shall not, in any way, interfere with the normal operations of the Zionsville Parks Department or the public's use and enjoyment of the Zionsville Rail Trail. Owner shall coordinate the timing of the construction and/or maintenance of the Beechwood Lane Connector with the Superintendent of Parks and Recreation and shall proceed only with the Superintendent of Parks and Recreation's approval. Owner shall be responsible for coordinating with local utilities impacted by the Owner's work in the Property. This temporary construction and maintenance agreement shall continue in effect while the Beechwood Lane Connector is being constructed and maintained and shall terminate upon the Beechwood Lane Connector being removed.

3. Public Access and Maintenance. Upon completion, the Beechwood Lane Connector shall be open to public access and to emergency vehicles, except as to public access when the Zionsville Rail Trail is otherwise closed to the public. Owner shall not prohibit the public from access to the Beechwood Lane Connector, except as directed by the Superintendent of Parks and Recreation, and shall at all times maintain the Beechwood Lane Connector in good and safe condition, as determined by the Superintendent of Parks and Recreation, at Owner's sole cost and expense, and shall make all such repairs to the pathway connector as deemed necessary by the Superintendent of Parks and Recreation, including, but not limited to, snow and ice removal and resurfacing when necessary. Should the Beechwood Lane Connector fall into disrepair or become unwelcoming, unsightly or dangerous, as determined by the Superintendent of Parks and Recreation, the Owner shall, immediately upon receiving notice from the Superintendent of Parks and Recreation, remediate the Beechwood Lane Connector. Should this remediation not take place within a reasonable time (not to exceed 30 days), the Parks Department may remediate or remove the Beechwood Lane Connector, at the Owner's expense.
4. Indemnification.
 - i) Owner shall indemnify, defend, and save the Town of Zionsville, the Park Board, their affiliates and related entities, their respective officers, employees, elected and appointed officials and/or agents, harmless from and against any and all liabilities, losses, damages, costs and expenses (including, but not limited to court costs, penalties and reasonable attorneys fees), causes of action, suits, claims or judgments arising from, in connection with or relating to injury to persons or damage to property resulting from the Owner's work on the Property or arising in any manner out of the acts or omissions of Owner or its agents or employees or any other persons acting under owners direction or control in connection with the work on the Property, the Beechwood Lane Connector or maintenance thereof. The indemnity obligation set forth in this section shall survive the termination of the temporary construction easement..

5. Termination Upon Bridge Removal and Restoration. In the event that the Owner decides to remove the bridge and pathway that makes up the Beechwood Lane Connector, this Agreement shall terminate upon the completion of the following conditions:
- i) The Owner shall notify the Park Board in writing at least 30 days prior to the commencement of the removal of the Beechwood Lane Connector.
 - ii) The Owner shall be responsible for the safe and complete removal of the Beechwood Lane Connector, including all associated materials, footers, and structures.
 - iii) The Owner shall restore the land to its natural state, as reasonably determined by the Superintendent of Parks and Recreation, including replanting of any trees or shrubs removed during construction, and ensuring the land is safe and usable for its intended purpose.
 - iv) Upon completion of the removal and restoration, the Owner shall notify the Superintendent of Parks and Recreation, who shall inspect the site to confirm that it has been adequately restored to its natural state.
 - v) Upon confirmation of site restoration, this Agreement shall be considered terminated, and all obligations and rights under this Agreement shall cease.
 - vi) Any costs associated with the removal and restoration shall be borne solely by the Owner.
6. Default. If either party fails to perform its obligations hereunder, the other party shall have the right to either terminate this agreement or seek specific performance or injunctive relief.
7. Notices. All notices or other communications required or desired to be given hereunder shall be in writing and shall be deemed to have been sufficiently given if sent by certified mail, postage prepaid, addressed to the party to which the same is directed at the address of such party set forth below:

Notice to Owner:
EJ WILLIAMS
295 Beechwood Lane
Zionsville, Indiana 46077

Notice to Park Board:
ZIONSVILLE BOARD OF PARKS AND RECREATION
TOWN HALL
1100 W Oak Street

Zionsville, Indiana 46077
Attn: Superintendent

With a copy sent to:
Jon Oberlander
Chief Legal Counsel
Town of Zionsville
1100 W. Oak Street
Zionsville, IN 46077

Any Party may change its address for purposes of this agreement by giving the other party notice thereof in the matter provided for herein.

8. Insurance. Owner agrees to maintain at all time adequate general liability insurance with respect to its activities on the Property in an amount not less than \$1,000,000 (one million dollars) per occurrence specifically including coverage against claims for bodily injury, death and property damage occurring on or about the Property and contractual coverage with respect to the indemnity obligations as set forth in this agreement. Owner shall name the Town of Zionsville and the Zionsville Board of Parks and Recreation as additional insureds. Owners shall furnish evidence of such coverage upon request from time to time.
9. Binding on Successors and Assigns. This agreement shall apply to and be binding upon owner and Park Board and their respective successors and assigns, and subsequent owners of the real estate located at 295 Beechwood Lane, Zionsville, Indiana 46077, or any portion of the Property, and shall not be affected by a conveyance of all or any part of the Property or 295 Beechwood Lane, Zionsville, Indiana 46077, and shall be for the benefit of subsequent owners of 295 Beechwood Lane, Zionsville, Indiana 46077.
10. Amendments. This agreement may be amended, modified or terminated at any time, but only by written instrument executed by the parties hereto and their respective mortgagees of record in the Records Office.
11. Governing Law. This agreement shall be governed by construed pursuant to laws of the State of Indiana.
12. Severability. The invalidity or unenforceability of any covenant, condition, term or provision in this agreement shall not affect the validity and enforceability of any other covenant, condition, term or provision.
13. Authority. Each undersigned person signing on behalf of a party hereto certifies that he/she has been fully empowered and duly authorized by any and all necessary action to execute and deliver this agreement and bind such party.

14. Counterparts. This agreement may be executed in one or more counterparts which, when taken together, shall constitute one in the same original document.

IN WITNESS WHEREOF, the parties have caused the execution of this Agreement as of the day, month, and year first written above.

“Owner”

EJ WILLIAMS

EJ Williams

STATE OF INDIANA)
) SS:
COUNTY OF BOONE

Before me, a Notary Public in and for the above County and State, personally appeared EJ Williams, Owner, who acknowledged the execution of the foregoing Agreement.

WITNESS my hand and Notarial Seal this _____ day of _____, 2024.

Notary Public

Printed: _____

I am a resident of _____ County, _____ (State).

My commission expires: _____.

IN WITNESS WHEREOF, the parties have caused the execution of this Agreement as of the day, month, and year first written above.

TOWN OF ZIONSVILLE PARK BOARD OF
PARKS AND RECREATION

By: Ryan Cambridge, President

_____ (Name), _____ (Title)

STATE OF INDIANA)
) SS:
COUNTY OF BOONE

Before me, a Notary Public in and for the above County and State, personally appeared the Town of Zionsville Park Board, a municipal agency, by _____, its _____, who acknowledged the execution of the foregoing Agreement on behalf of said corporation.

WITNESS my hand and Notarial Seal this _____ day of _____, 2024.

Notary Public

Printed: _____

I am a resident of _____ County, _____ (State).

My commission expires: _____.

I affirm under penalties for perjury that I have taken reasonable care to redact each social security number in this document, unless required by law.

Amy E. Noonning

This instrument prepared by: Amy E. Noonning, TAYLOR, MINNETTE, SCHNEIDER & CLUTTER, P.C., 117 W. Main Street, Lebanon, Indiana 46052
After recording, please return to Jarod Logsdon, 1100 W. Oak St., Zionsville, Indiana 46077

EXHIBIT A

The Beechwood Lane Connector is limited to the area highlighted in red below. .



Digitally signed
by Jon C. Aml
Date: 2024.07.22
17:20:10
+0500

PROJECT TITLE:
WOOD BRIDGE DETAIL

PROJECT DESCRIPTION:
WOODEN BRIDGE ACROSS F.D. 704

ENGINEER: J.C. AML, P.E., S.E., C.E., W.

ADDRESS: MINNAP, USA

SHEET TITLE:
LAYOUT PLAN AND DETAILS

DESIGNED BY: HAZ

DRAWN BY: LHAZ

CAD BY: LHAZ

REV NO: 00

SCALE: 3/4" = 1'-0"

DATE: 20-07-2024

SHEET NUMBER: ST-01

NOTE: LIVE LOAD CAPACITY = 90 LBS PER SQUARE FOOT

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.

February 12, 2025

Fiscal Officer

ALLOWANCE OF ACCOUNTS PAYABLE VOUCHERS

Town of Zionsville

02/12 Park Claims

We have examined the Accounts Payable Vouchers listed on the foregoing Register of Accounts Payable Vouchers consisting of 6 pages and except for accounts payables not allowed as shown on the Register such accounts payables are hereby allowed in the total amount of \$ 121,829.77.

Dated this 12th day of February 2025.

Ryan Cambridge

Kris Barksdale

Kimberly Lane

Matt Milburn

Chad Dilley

Doug Tischbein

Anna Shappaugh

Signatures of Governing Board

Accounts Payable Register

Date: 02/07/2025 10:26:43 AM

APV Register Batch - 02/12 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									
01/16/2025	10193	Payroll Fund		2204500111.000	Salary	01/17 P/R - Parks - Salary	30860.56	10193e 01/17/2025	
01/30/2025	10324	Payroll Fund		2204500111.000	Salary	01/31 P/R - Parks - Salary	30536.94	10324E 01/30/2025	
01/30/2025	10324	Payroll Fund		2204500112.000	Over-time Salary	01/31 P/R - Parks - OT Salary	156.49	10324E 01/30/2025	
01/16/2025	10193	Payroll Fund		2204500112.000	Over-time Salary	01/17 P/R - Parks - OT Salary	134.13	10193e 01/17/2025	
01/30/2025	10324	Payroll Fund		2204500113.000	Part-time Salary	01/31 P/R - Parks - PT Salary	4205.86	10324E 01/30/2025	
01/16/2025	10193	Payroll Fund		2204500113.000	Part-time Salary	01/17 P/R - Parks - PT Salary	3581.07	10193e 01/17/2025	
01/16/2025	10193	Payroll Fund		2204500120.000	FICA-Medicare	01/17 P/R - Parks - FICA Medicare	2618.88	10193e 01/17/2025	
01/30/2025	10324	Payroll Fund		2204500120.000	FICA-Medicare	01/31 P/R - Parks - FICA Medicare	2643.63	10324E 01/30/2025	
01/30/2025	10324	Payroll Fund		2204500121.000	PERF	01/31 P/R - Parks - Civil Perf	4371.77	10324E 01/30/2025	
01/16/2025	10193	Payroll Fund		2204500121.000	PERF	01/17 P/R - Parks - Civil Perf	4436.77	10193e 01/17/2025	
01/16/2025	10193	Payroll Fund		2204500121.500	401a Match	01/17 P/R - Parks - ER 401a	662.36	10193e 01/17/2025	
01/30/2025	10324	Payroll Fund		2204500121.500	401a Match	01/31 P/R - Parks - ER 401a	662.36	10324E 01/30/2025	
01/31/2025	10344	Health Fund Account		2204500122.000	Health Insurances	Monthly ER Cost for Health Insurance - parks	13762.89	10344e 01/31/2025	
01/16/2025	10187	Payroll Fund		2204500122.000	Health Insurances	Employer Dental January 25 - Parks	357.55	10187e 01/16/2025	
01/30/2025	10324	Payroll Fund		2204500122.000	Health Insurances	01/31 P/R - Parks - ER HSA	428.95	10324E 01/30/2025	
01/16/2025	10193	Payroll Fund		2204500122.000	Health Insurances	01/17 P/R - Parks - ER HSA	428.95	10193e 01/17/2025	
02/03/2025	10350	Payroll Fund		2204500124.000	GTL-Disability	STD, LTD, GTL, AD&D Jan 2025 - Parks	462.05	10350e 02/03/2025	
01/30/2025	10324	Payroll Fund		2204500128.000	Longevity Pay	01/31 P/R - Parks - Longevity	250.00	10324E 01/30/2025	
01/16/2025	10193	Payroll Fund		2204500128.000	Longevity Pay	01/17 P/R - Parks - Longevity	250.00	10193e 01/17/2025	
01/21/2025	10211	Chase Bank - PCard		2204500213.000	Uniforms	Uniforms - Wright - Dicks Sporting Goods	75.00	/ /	
01/21/2025	10211	Chase Bank - PCard		2204500213.000	Uniforms	Shoes - Sampson - Red Wing Shoes	303.98	/ /	
02/05/2025	10426	Chase Bank - PCard		2204500213.000	Uniforms	Work Boots - Logsdon - Amazon	218.45	/ /	
02/05/2025	10426	Chase Bank - PCard		2204500213.000	Uniforms	Sales Tax Refund - Sampson - Dick's Sporting Goods	-5.35	/ /	
02/05/2025	10426	Chase Bank - PCard		2204500213.000	Uniforms	Work Boots - Logsdon - Amazon	265.15	/ /	

Accounts Payable Register

Date: 02/07/2025 10:26:43 AM

APVREGISTER.FRX

DATE FILED	APV #	NAME OF PAYEE	PO #	APPROP #	APPROPRIATION	DESCRIPTION	AMOUNT	CHECK CHECK # DATE	MEMORANDUM
02/05/2025	10426	Chase Bank - PCard		2204500213.000	Uniforms	Work Boots - Black - Amazon	218.45	/ /	
01/21/2025	10211	Chase Bank - PCard		2204500213.000	Uniforms	Socks - Sampson - Dicks Sporting Goods	53.50	/ /	
01/21/2025	10211	Chase Bank - PCard		2204500213.000	Uniforms	Shoes - Sampson - Red Wing Shoes	236.48	/ /	
01/21/2025	10211	Chase Bank - PCard		2204500214.000	Office Supplies	File Folders - Black - Office 360	37.98	/ /	
01/27/2025	10294	Franklin Water Treatment LLC		2204500214.000	Office Supplies	Water	19.10	/ /	
01/27/2025	10295	Franklin Water Treatment LLC		2204500214.000	Office Supplies	Water	19.10	/ /	
02/05/2025	10426	Chase Bank - PCard		2204500214.000	Office Supplies	Copy Paper - Black - Office 360	44.79	/ /	
02/05/2025	10426	Chase Bank - PCard		2204500224.000	Operating	Returned Items - Sampson - Lowe's	-85.56	/ /	
02/05/2025	10426	Chase Bank - PCard		2204500224.000	Operating	Operating Supplies - Logsdon - Amazon	569.98	/ /	
01/21/2025	10211	Chase Bank - PCard		2204500224.000	Operating	Ice Melt - Harman-Sayre - Lowe's	876.05	/ /	
02/05/2025	10426	Chase Bank - PCard		2204500224.000	Operating	Flags - Sampson - Lowe's	79.96	/ /	
02/05/2025	10426	Chase Bank - PCard		2204500224.000	Operating	Wedge Anchor - Carroll - Great Lakes Ace	33.99	/ /	
02/05/2025	10426	Chase Bank - PCard		2204500224.000	Operating	Flags - Sampson - Lowe's	85.56	/ /	
01/29/2025	10317	Taylor Oil Co Inc		2204500230.000	Fuel-Vehicle	Fuel	906.64	/ /	
01/27/2025	10301	Taylor Minnette Schneider & Clutter PC		2204500311.000	Legal	OWP Contract Termination	3010.00	/ /	
01/27/2025	10301	Taylor Minnette Schneider & Clutter PC		2204500311.000	Legal	OWP Contract Termination	70.00	/ /	
02/03/2025	10356	Boone REMC Lockbox		2204500342.000	Electric	597 S 900 E Maint Bldg	82.25	10356e 02/03/2025	
02/03/2025	10356	Boone REMC Lockbox		2204500342.000	Electric	597 S 900 E	46.72	10356e 02/03/2025	
02/03/2025	10356	Boone REMC Lockbox		2204500342.000	Electric	600 S 1000 E	75.00	10356e 02/03/2025	
02/03/2025	10356	Boone REMC Lockbox		2204500342.000	Electric	4050 S 875 E	57.00	10356e 02/03/2025	
01/10/2025	10119	Boone REMC Lockbox		2204500342.000	Electric	4050 S 875 E	58.00	10119e 01/09/2025	
02/03/2025	10356	Boone REMC Lockbox		2204500342.000	Electric	Whitestown Rd	422.79	10356e 02/03/2025	
01/10/2025	10119	Boone REMC Lockbox		2204500342.000	Electric	600 S 1000 E	73.00	10119e 01/09/2025	
01/10/2025	10118	Cinergy Corporation		2204500342.000	Electric	Multiple Addresses	108.09	10118e 01/08/2025	
01/24/2025	10229	Citizens Energy Group		2204500344.000	Water-Sewer	10230 Zionsville Rd	130.05	10229e 01/24/2025	
01/24/2025	10229	Citizens Energy Group		2204500344.000	Water-Sewer	667 Sugarbush Dr	29.96	10229e 01/24/2025	
01/27/2025	10302	Zionsville Wastewater		2204500344.000	Water-Sewer	Trailhead	152.39	75115 02/05/2025	
01/27/2025	10302	Zionsville Wastewater		2204500344.000	Water-Sewer	Mulberry	89.00	75115 02/05/2025	

Accounts Payable Register

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APVREGISTER.FRX

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01/24/2025	10229	Citizens Energy Group		2204500344.000	Water-Sewer	41 S 2nd St	29.96	10229e 01/24/2025	
01/24/2025	10229	Citizens Energy Group		2204500344.000	Water-Sewer	165 N Elm St	130.46	10229e 01/24/2025	
01/24/2025	10229	Citizens Energy Group		2204500344.000	Water-Sewer	6040 Godello Cir	41.85	10229e 01/24/2025	
01/24/2025	10229	Citizens Energy Group		2204500344.000	Water-Sewer	707 N Ford Rd	55.06	10229e 01/24/2025	
01/24/2025	10229	Citizens Energy Group		2204500344.000	Water-Sewer	9645 Whitestown Rd	391.82	10229e 01/24/2025	
02/05/2025	10426	Chase Bank - PCard		2204500352.000	Travel-Training-Seminars	NAI Recert Fee - Felling - National Association	85.00	/ /	
02/05/2025	10426	Chase Bank - PCard		2204500352.000	Travel-Training-Seminars	Training Seminar - Wright - Saritas at Oglebay	5.46	/ /	
02/05/2025	10426	Chase Bank - PCard		2204500352.000	Travel-Training-Seminars	Travel Expense Food - Wright - Dining at Oglebay	24.65	/ /	
02/05/2025	10426	Chase Bank - PCard		2204500352.000	Travel-Training-Seminars	All Staff Training - Logsdon - Subdaze Group Order	165.00	/ /	
02/05/2025	10426	Chase Bank - PCard		2204500352.000	Travel-Training-Seminars	Coffee - Ray - Saritas	9.73	/ /	
02/05/2025	10426	Chase Bank - PCard		2204500352.000	Travel-Training-Seminars	Travel Expense - Wright - Saritas at Oglebay	6.83	/ /	
02/05/2025	10426	Chase Bank - PCard		2204500352.000	Travel-Training-Seminars	Breakfast - Ray - Saritas	9.54	/ /	
02/05/2025	10426	Chase Bank - PCard		2204500352.000	Travel-Training-Seminars	Gas - Ray - Love's	48.49	/ /	
02/05/2025	10426	Chase Bank - PCard		2204500352.000	Travel-Training-Seminars	Travel Expense - Wright - Dining at Oglebay	27.93	/ /	
02/05/2025	10426	Chase Bank - PCard		2204500352.000	Travel-Training-Seminars	Travel Expense - Wright - Dining at Oglebay	24.65	/ /	
02/05/2025	10426	Chase Bank - PCard		2204500352.000	Travel-Training-Seminars	Travel Expense - Wright - BP	20.00	/ /	
02/05/2025	10426	Chase Bank - PCard		2204500352.000	Travel-Training-Seminars	Training Maintenance Expo - Logsdon - Indiana Park and Rec	175.00	/ /	
02/05/2025	10426	Chase Bank - PCard		2204500352.000	Travel-Training-Seminars	Travel Expense - Wright - Dining at Oglebay	21.47	/ /	
02/05/2025	10426	Chase Bank - PCard		2204500352.000	Travel-Training-Seminars	Travel Expense - Wright - Saritas at Oglebay	2.18	/ /	
02/05/2025	10426	Chase Bank - PCard		2204500352.000	Travel-Training-Seminars	Travel Expense - Wright - Saritas at Oglebay	5.46	/ /	
02/05/2025	10426	Chase Bank - PCard		2204500352.000	Travel-Training-Seminars	Travel Expense - Wright - Dining at Oglebay	29.48	/ /	
02/05/2025	10426	Chase Bank - PCard		2204500352.000	Travel-Training-Seminars	Travel Expense - Wright - Saritas at Oglebay	5.46	/ /	
02/05/2025	10426	Chase Bank - PCard		2204500352.000	Travel-Training-Seminars	Travel Expense - Wright - Saritas at Oglebay	14.19	/ /	

Accounts Payable Register

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APVREGISTER.FRX

DATE FILED	APV #	NAME OF PAYEE	PO #	APPROP #	APPROPRIATION	DESCRIPTION	AMOUNT	CHECK CHECK # DATE	MEMORANDUM
01/27/2025	10293	Anytime Outhouse		2204500375.000	Contractual Services	Outhouse Rental - Mulberry	145.00	/ /	
01/27/2025	10293	Anytime Outhouse		2204500375.000	Contractual Services	Outhouse Rental - Nancy Burton	345.00	/ /	
02/05/2025	10425	US Bank		2204500375.000	Contractual Services	Admin Fees - Park Bond 2019C	625.00	10425e 02/05/2025	
01/27/2025	10293	Anytime Outhouse		2204500375.000	Contractual Services	Outhouse Rental - HTP	345.00	/ /	
01/27/2025	10293	Anytime Outhouse		2204500375.000	Contractual Services	Outhouse Rental - Sugarbush	245.00	/ /	
02/05/2025	10425	US Bank		2204500375.000	Contractual Services	Admin Fees - Park Bond 2019B	625.00	10425e 02/05/2025	
01/27/2025	10298	Rundell Ernstberger Assoc Inc		2204500375.000	Contractual Services	Mulberry Fields	1614.36	/ /	
01/27/2025	10298	Rundell Ernstberger Assoc Inc		2204500375.000	Contractual Services	HTP Phase II	157.43	/ /	
SubTotal Department 500							114600.17		
SubTotal Fund Number 2204							114600.17		

**Fund Number 2211 Park Nonreverting Operating

**Department 500 PARKS

01/16/2025	10193	Payroll Fund		2211500113.000	Part-time Salary	01/17 P/R - Parks - PT Salary	365.25	10193e 01/17/2025	
01/16/2025	10193	Payroll Fund		2211500120.000	FICA-Medicare	01/17 P/R - Parks - FICA Medicare	27.94	10193e 01/17/2025	
01/21/2025	10211	Chase Bank - PCard		2211500224.000	Op Equip-Parts-Tools-Supplies	Animal Care - Shrock - Petco	36.97	/ /	
02/05/2025	10426	Chase Bank - PCard		2211500224.000	Op Equip-Parts-Tools-Supplies	Animal Care - Shrock - Amazon	37.98	/ /	
02/05/2025	10426	Chase Bank - PCard		2211500224.000	Op Equip-Parts-Tools-Supplies	Cleaning Supplies - Stuart - Amazon	82.90	/ /	
02/05/2025	10426	Chase Bank - PCard		2211500224.000	Op Equip-Parts-Tools-Supplies	Animal Care - Shrock - Amazon	71.80	/ /	
01/21/2025	10211	Chase Bank - PCard		2211500224.000	Op Equip-Parts-Tools-Supplies	Light Fixtures - Shrock - Amazon	62.38	/ /	
02/05/2025	10426	Chase Bank - PCard		2211500224.000	Op Equip-Parts-Tools-Supplies	Animal Care - Shrock - Wild Birds Unlimited	79.17	/ /	
02/05/2025	10426	Chase Bank - PCard		2211500224.000	Op Equip-Parts-Tools-Supplies	Animal Care - Shrock - Kroger	11.63	/ /	
02/05/2025	10426	Chase Bank - PCard		2211500224.000	Op Equip-Parts-Tools-Supplies	Animal Care - Shrock - Ghanns Cricket Farm	80.52	/ /	
02/05/2025	10426	Chase Bank - PCard		2211500224.000	Op Equip-Parts-Tools-Supplies	Animal Care - Shrock - Petco	38.97	/ /	
01/21/2025	10211	Chase Bank - PCard		2211500224.000	Op Equip-Parts-Tools-Supplies	Animal Care - Shrock - Kroger	9.93	/ /	
02/05/2025	10426	Chase Bank - PCard		2211500224.000	Op	Binders - Felling - Amazon	135.69	/ /	

Accounts Payable Register

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DATE FILED	APV #	NAME OF PAYEE	PO #	APPROP #	APPROPRIATION	DESCRIPTION	AMOUNT	CHECK CHECK # DATE	MEMORANDUM
					Equip-Parts-Tools-Supplies				
01/21/2025	10211	Chase Bank - PCard		2211500224.000	Op	Camp Supplies - Stuart - Kroger	25.93	/ /	
					Equip-Parts-Tools-Supplies				
02/05/2025	10426	Chase Bank - PCard		2211500235.000	Programming	Event Supplies - Murdock - Party City	190.64	/ /	
02/05/2025	10426	Chase Bank - PCard		2211500235.000	Programming	Program Supplies - Shrock - Amazon	41.17	/ /	
02/05/2025	10426	Chase Bank - PCard		2211500235.000	Programming	Puzzle Swap - Murdock - Meijer	31.63	/ /	
02/05/2025	10426	Chase Bank - PCard		2211500235.000	Programming	Program Supplies - Murdock - Amazon	74.59	/ /	
02/05/2025	10426	Chase Bank - PCard		2211500235.000	Programming	Frozen Fete - Murdock - Meijer	51.92	/ /	
02/05/2025	10427	Ashley Jantz		2211500375.000	Contractual Services	Frozen Fete Event 2/1/25	550.00	/ /	
01/13/2025	10149	Sesac LLC		2211500375.000	Contractual Services	Music Performance License	1217.00	/ /	
01/21/2025	10211	Chase Bank - PCard		2211500375.000	Contractual Services	Constant Contact Sub - Murdock - Constantcontact.com	107.10	/ /	
02/05/2025	10426	Chase Bank - PCard		2211500375.000	Contractual Services	Spotify Monthly Sub - Murdock - Spotify	11.99	/ /	
01/29/2025	10316	Indy Face Painting & More		2211500375.000	Contractual Services	Face Painting at The Frozen Fete on 2/1/2025	247.50	/ /	
01/27/2025	10299	Security Pros LLC		2211500394.000	Software Licensing	Annual Dog Park Security	1529.64	10299E 01/29/2025	
01/27/2025	10297	Jackie Lamb		2211500395.000	Refunds-Reimbursements	Garden Plot Deposit Refund	25.00	/ /	
01/27/2025	10300	Shaw Wang		2211500395.000	Refunds-Reimbursements	Garen Plot Deposit Refund	25.00	/ /	
01/27/2025	10296	Honglu Zhang		2211500395.000	Refunds-Reimbursements	Garden Plot Deposit Refund	25.00	/ /	
SubTotal Department 500							5195.24		
SubTotal Fund Number 2211							5195.24		
**Fund Number 2302 Park Donations									
**Department 500 PARKS									
02/05/2025	10426	Chase Bank - PCard		2302500224.000	Op	Igloo Replacement Parts - Murdock - Paypal	249.75	/ /	
					Equip-Parts-Tools-Supplies				
SubTotal Department 500							249.75		
SubTotal Fund Number 2302							249.75		

**Fund Number 4418 Park Bond (Proceeds) CNR

**Department 500 PARKS

Accounts Payable Register

Date: 02/07/2025 10:26:44 AM

APVREGISTER.FRX

DATE FILED	APV #	NAME OF PAYEE	PO #	APPROP #	APPROPRIATION	DESCRIPTION	AMOUNT	CHECK		MEMORANDUM
								CHECK #	DATE	
01/27/2025	10298	Rundell Ernstberger Assoc Inc		4418500375.000	Contractual Services	CNP	1784.61	/ /		
SubTotal Department 500							1784.61			
SubTotal Fund Number 4418							1784.61			
*** GRAND TOTAL ***							121829.77			

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.

February 12, 2025

Fiscal Officer

ALLOWANCE OF ACCOUNTS PAYABLE VOUCHERS

Town of Zionsville

2024 Park Corrections

We have examined the Accounts Payable Vouchers listed on the foregoing Register of Accounts Payable Vouchers consisting of _____⁴ pages and except for accounts payables not allowed as shown on the Register such accounts payables are hereby allowed in the total amount of \$_____64,238.63.

Dated this _____12th day of _____February 2025.

Ryan Cambridge

Kris Barksdale

Kimberly Lane

Matt Milburn

Chad Dilley

Doug Tischbein

Anna Shappaugh

Signatures of Governing Board

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Grouped By Check Number

Ordered By Appropriation

DATE FILED	APV #	NAME OF PAYEE	PO #	APPROP #	APPROPRIATION	DESCRIPTION	AMOUNT	CHECK #	DATE	MEMORANDUM
**Check Number 4884E										
12/13/2023	4884	Chase Bank - PCard		2211500224.000	Op Equip-Parts-Tools-Supplies	Doggie bags - Black - Dog Waste Depot	414.90	4884E	01/05/2024	
SubTotal Check Number 4884E							414.90			
**Check Number 5085E										
01/03/2024	5085	Cinergy Corporation		2204500342.000	Electric	10230 Zionsville Rd	52.38	5085E	01/03/2024	
SubTotal Check Number 5085E							52.38			
**Check Number 5243E										
01/10/2024	5243	Boone REMC Lockbox		2204500342.000	Electric	600 S 1000 E	68.32	5243E	01/11/2024	
SubTotal Check Number 5243E							68.32			
**Check Number 5654E										
02/07/2024	5654	Citizens Energy Group		2204500344.000	Water-Sewer	10230 Zionsville Rd	129.75	5654E	02/07/2024	
SubTotal Check Number 5654E							129.75			
**Check Number 5788E										
02/20/2024	5788	Chase Bank - PCard		2211500224.000	Op Equip-Parts-Tools-Supplies	Flanagan, Spence Restoration Nur, Wildflowe mix	1615.00	5788E	03/11/2024	
02/20/2024	5788	Chase Bank - PCard		2211500224.000	Op Equip-Parts-Tools-Supplies	Straw seeding mulch - Wright - Lowes	48.52	5788E	03/11/2024	
SubTotal Check Number 5788E							1663.52			
**Check Number 6031E										
03/06/2024	6031	Citizens Energy Group		2204500344.000	Water-Sewer	10230 Zionsville RD	129.33	6031E	03/08/2024	
SubTotal Check Number 6031E							129.33			
**Check Number 7532E										

Accounts Payable Register

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06/17/2024	7532	Citizens Energy Group		2204500344.000	Water-Sewer	604 Godello Cir	39.98	7532E 05/31/2024	
06/17/2024	7532	Citizens Energy Group		2204500344.000	Water-Sewer	41 S 2nd St	28.70	7532E 05/31/2024	
SubTotal Check Number 7532E							68.68		
**Check Number 7533E									
06/17/2024	7533	IN Dept of Revenue		6607550217.000	Tax	March Town F&B Tax	13.22	7533E 05/31/2024	
06/17/2024	7533	IN Dept of Revenue		6607550217.000	Tax	March GC Sales Tax	953.16	7533E 05/31/2024	
06/17/2024	7533	IN Dept of Revenue		6607550217.000	Tax	March County F&B Tax	13.22	7533E 05/31/2024	
SubTotal Check Number 7533E							979.60		
**Check Number 7604e									
06/21/2024	7604	Chase Bank - PCard		2204500224.000	Operating	Sign Rivets-Logsdon-Amazon	183.60	7604e 07/11/2024	
SubTotal Check Number 7604e							183.60		
**Check Number 9142E									
10/22/2024	9142	Chase Bank - PCard		2211500224.000	Op Equip-Parts-Tools-Supplies	Plastic Bags for Dog Park Fob - Black - Amazon	14.38	9142E 11/14/2024	
SubTotal Check Number 9142E							14.38		
**Check Number 9322E									
11/06/2024	9322	Chase Bank - PCard		2211500224.000	Op Equip-Parts-Tools-Supplies	Black Mallet - Wright - Lowes	31.92	9322E 11/14/2024	
SubTotal Check Number 9322E							31.92		
**Check Number 10318									
12/31/2024	10318	Fund 4403		2204500444.000	Improvements	Improvement transfer to N/R Capital (4403)	1357.02	10318 12/31/2024	
SubTotal Check Number 10318							1357.02		
**Check Number 73403									
03/08/2024	6075	Morphey Construction Inc		2204500444.000	Improvements	Closeout of Rail Trail Widening Construction	21666.85	73403 03/14/2024	

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SubTotal Check Number 73403							21666.85			
**Check Number 73409										
03/08/2024	6081	Security Pros LLC		2211500394.000	Software Licensing	Dog Prk Key Fob Security	1275.00	73409	03/14/2024	
SubTotal Check Number 73409							1275.00			
**Check Number 73738										
05/03/2024	6964	Jason Carpenter		2211500375.000	Contractual Services	Party in the park DJ	400.00	73738	05/14/2024	
SubTotal Check Number 73738							400.00			
**Check Number 73825										
05/30/2024	7240	Indy Face Painting & More		2211500375.000	Contractual Services	Zville Party in the Park	495.00	73825	05/30/2024	
SubTotal Check Number 73825							495.00			
**Check Number 74006										
06/18/2024	7555	Indy's Pro Graphix Inc		2204500224.000	Operating	Signs	200.00	74006	07/12/2024	
SubTotal Check Number 74006							200.00			
**Check Number 74020										
06/12/2024	7498	RB Productions Inc		2204500375.000	Contractual Services	Annual Fee	3295.00	74020	07/12/2024	
SubTotal Check Number 74020							3295.00			
**Check Number 74186										
08/05/2024	8248	Chase Bank - PCard		2211500224.000	Op Equip-Parts-Tools-Supplies	Mulch - Fields - Lowes	37.62	74186	08/15/2024	
08/05/2024	8248	Chase Bank - PCard		2211500224.000	Op Equip-Parts-Tools-Supplies	Mulch - Fields - Lowes	27.86	74186	08/15/2024	
SubTotal Check Number 74186							65.48			
**Check Number 74793										
12/03/2024	9634	Rundell Ernstberger Assoc Inc		2204500375.000	Contractual Services	Mulberry Fields	9686.12	74793	12/03/2024	

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12/03/2024	9634	Rundell Ernstberger Assoc Inc		2204500375.000	Contractual Services	ESG Connector Path	7208.04	74793	12/03/2024	
12/03/2024	9634	Rundell Ernstberger Assoc Inc		4418500375.000	Contractual Services	CNP	14669.99	74793	12/03/2024	
SubTotal Check Number 74793							31564.15			
**Check Number 74898										
12/17/2024	9863	Anytime Outhouse		2211500375.000	Contractual Services	ESG Restroom rentals	183.75	74898	12/17/2024	
SubTotal Check Number 74898							183.75			
*** GRAND TOTAL ***							64238.63			