



## **REGULAR MEETING NOTICE AND AGENDA ZIONSVILLE REDEVELOPMENT COMMISSION (“ZRDC”)**

**Tuesday, February 25, 2025  
9:00 a.m. (Local Time)**

THIS PUBLIC MEETING WILL BE CONDUCTED ONSITE AT ZIONSVILLE TOWN HALL IN ROOM 105 (COUNCIL CHAMBERS), LOCATED AT 1100 WEST OAK STREET. FOR VIRTUAL ATTENDANCE SEE ZOOM WEBINAR INFORMATION ON PAGE 2.

### **AGENDA**

1. Call To Order
2. Consent Agenda Items
  - A. Monthly Report

Documents:

[RDC MONTHLY REPORT\\_2025.02.25.PDF](#)

- B. TIF Area Report

Documents:

[2025.02.25 RDC TIF MEMORANDUM.PDF](#)

- C. Approval And Adoption Of Meeting Minutes: [January 28, 2025]

Documents:

[2025.01.28 RDC MEMORANDA - STAFF DRAFT.PDF](#)

- D. Approval And Adoption Of Executive Session Minutes: [January 28, 2025]

Documents:

[2025.01.28 ZRDC MEMORANDUM OF EXECUTIVE SESSION.PDF](#)

E. Approval And Adoption Of Meeting Minutes: [February 18, 2025]

Documents:

[2025.02.18 RDC MEMORANDA - STAFF DRAFT.PDF](#)

F. Claims For Approval

Documents:

[FEB RDC CLAIMS REGISTER.PDF](#)

3. Director's Report

A. Creekside Corporate Park Update

B. READI Grant

4. Old Business

5. New Business

A. Creekside Lot 9 – Intelligent Living Solutions – Letter Of Interest

Documents:

[LOT 9 TERM SHEET \(INTELLIGENT LIVING SOLUTIONS\)\(46266558.3\).PDF](#)

B. Holliday Farms, Senior Living – Written TIF Request

Documents:

[HOLLIDAY FARMS SENIOR LIVING\\_TIF WRITTEN REQUEST FOR FUNDING\\_FEBRUARY 2025.PDF](#)

C. Wild Air, Phase 1 – Written TIF Request

Documents:

[ZRC EXHIBIT C - DRAW REQUEST 1 SIGNED.PDF](#)

6. Other Business

A. Finance Committee

B. Governance Committee

C. Zionsville CDC

7. Adjourn

NEXT REGULAR MEETING:

**Tuesday, March 25, 2025** at 9:00 AM

**ADDITIONAL INSTRUCTIONS**

**FOR THE ONSITE AND ELECTRONIC REGULAR MEETING OF  
THE ZIONSVILLE REDEVELOPMENT COMMISSION**

THIS PUBLIC MEETING WILL BE CONDUCTED ONSITE AT ZIONSVILLE TOWN HALL IN ROOM 105 (COUNCIL CHAMBERS), LOCATED AT 1100 WEST OAK STREET:

Please click the following link to join the Zoom webinar:

<https://us02web.zoom.us/j/82148592260>

Webinar ID: 821 4859 2260

Passcode: 819175

Or by Telephone at the following numbers: +1 646 558 8656, +1 646 931 3860, +1 301 715 8592,  
+1 305 224 1968, +1 309 205 3325,  
+1 312 626 6799,  
+1 346 248 7799, +1 360 209 5623,  
+1 386 347 5053,  
+1 507 473 4847, +1 564 217 2000,  
+1 669 444 9171,  
+1 669 900 9128, +1 689 278 1000,  
+1 719 359 4580,  
+1 253 205 0468, or +1 253 215 8782

1. Members of the public shall have the option of recording their attendance at the ZIONSVILLE REDEVELOPMENT COMMISSION Public Meetings via electronic roll call at the start of the meeting or via e-mail at [oyoung@zionsville-in.gov](mailto:oyoung@zionsville-in.gov)
2. If a member of the public would like to attend a ZIONSVILLE REDEVELOPMENT COMMISSION Public Meeting but cannot utilize any of the access methods described above, please contact Owen Young at (317) 873-8249 or [oyoung@zionsville-in.gov](mailto:oyoung@zionsville-in.gov).
3. The ZIONSVILLE REDEVELOPMENT COMMISSION will continually revisit and refine the procedures in these "Additional Instructions" to address public accessibility to ZIONSVILLE REDEVELOPMENT COMMISSION Public Meetings.
4. If you need technical assistance in logging into Zoom for this webinar, please contact Joe Rust at [jrust@zionsville-in.gov](mailto:jrust@zionsville-in.gov).

# RDC Monthly Report

Zionsville Redevelopment Commission

February 2025

Prepared by: Justin Hage, Deputy Mayor

Zach Lutz

Prepared for: Zionsville Redevelopment Commission

Zionsville Town Council







## Budget

| FUND                                               | 2025 ANNUAL BUDGET    | FEBRUARY<br>(ACTUAL) | YEAR-TO-DATE<br>(ACTUAL) |
|----------------------------------------------------|-----------------------|----------------------|--------------------------|
| <b>Zionsville EDA</b>                              |                       |                      |                          |
| REVENUE                                            | \$2,387,638.00        |                      |                          |
| BALANCE CARRY-OVER                                 | \$1,867,880.51        |                      |                          |
| EXPENSE: DEBT PAYMENT                              |                       |                      |                          |
| 2010 Sewage Works Bond Payment                     | \$(87,697.00)         |                      | \$(43,556.84)            |
| 2012 Bond Payment: EDA Bennett Parkway             |                       |                      | \$(185,500.00)           |
| 2016 Bond Payment: Lease Rental                    | \$(559,000.00)        |                      |                          |
| 2017 Bond Payment: Refunding                       | \$(407,000.00)        |                      | \$(203,000.00)           |
| EXPENSE: CAPITAL PROJECTS                          | \$(500,000.00)        |                      |                          |
| EXPENSE: REAL ESTATE TRANSACTION                   | \$(600,000.00)        |                      |                          |
| EXPENSE: PROFESSIONAL SERVICES                     |                       |                      |                          |
| Equipment                                          | \$(75,000.00)         | \$(56,581.40)        | \$(56,581.40)            |
| Project Management, Legal, and Financial Services  | \$(345,000.00)        | \$(3,833.60)         | \$(66,085.94)            |
| Economic Development Research and Lead Development | \$(10,000.00)         |                      |                          |
| Planning/Design/Engineering                        | \$(500,000.00)        |                      |                          |
| <b>NET ZIONSVILLE EDA BALANCE</b>                  | <b>\$1,246,821.51</b> |                      | <b>\$(494,309.18)</b>    |

| FUND                              | 2025 ANNUAL BUDGET | FEBRUARY<br>(ACTUAL) | YEAR-TO-DATE<br>(ACTUAL) |
|-----------------------------------|--------------------|----------------------|--------------------------|
| <b>Oak Street EDA</b>             |                    |                      |                          |
| REVENUE                           | \$356,725.00       |                      |                          |
| BALANCE CARRY-OVER                |                    |                      |                          |
| EXPENSE                           |                    |                      |                          |
| 2016 First Mortgage: Town Hall    | \$(250,000.00)     |                      |                          |
| EXPENSE: CAPITAL PROJECTS         |                    |                      |                          |
| EXPENSE: REAL ESTATE TRANSACTION  | \$(100,000.00)     |                      |                          |
| EXPENSE: PROFESSIONAL SERVICES    |                    |                      |                          |
| <b>NET OAK STREET EDA BALANCE</b> | <b>\$6,725.00</b>  |                      |                          |





| FUND                                       | 2025 ANNUAL BUDGET  | FEBRUARY<br>(ACTUAL) | YEAR-TO-DATE<br>(ACTUAL) |
|--------------------------------------------|---------------------|----------------------|--------------------------|
| <b>Creekside</b>                           |                     |                      |                          |
| REVENUE                                    | \$504,756.00        |                      |                          |
| BALANCE CARRY-OVER                         |                     |                      |                          |
| EXPENSE                                    |                     |                      |                          |
| Assignment Agreement<br>Payment to Schools | \$(252,378.00)      |                      | \$ (221,219.74)          |
| Creekside HOA dues                         | \$(40,000.00)       |                      | \$ (10,653.60)           |
| EXPENSE: CAPITAL PROJECTS                  |                     |                      |                          |
| EXPENSE: REAL ESTATE<br>TRANSACTION        |                     |                      |                          |
| EXPENSE: PROFESSIONAL<br>SERVICES          |                     |                      |                          |
| <b>NET CREEKSIDE EDA<br/>BALANCE</b>       | <b>\$212,378.00</b> |                      | <b>\$ (231,873.34)</b>   |

| FUND                                       | 2025 ANNUAL BUDGET     | FEBRUARY<br>(ACTUAL) | YEAR-TO-DATE<br>(ACTUAL) |
|--------------------------------------------|------------------------|----------------------|--------------------------|
| <b>Cash on-hand</b>                        |                        |                      |                          |
| REVENUE (Sale of Lots<br>1,2,3,4,5,7,8,9)* | \$993,860.40           |                      | \$359,060.40             |
| BALANCE CARRY-OVER                         | \$93,627.61            |                      | \$280,049.50             |
| EXPENSE                                    |                        |                      |                          |
| Assignment Agreement<br>Payment to Schools |                        |                      | 206,372.39               |
| EXPENSE: CAPITAL PROJECTS                  |                        |                      |                          |
| EXPENSE: REAL ESTATE<br>TRANSACTION        |                        |                      |                          |
| EXPENSE: PROFESSIONAL<br>SERVICES          |                        |                      |                          |
| <b>NET CASH ON-HAND<br/>BALANCE</b>        | <b>\$ 1,087,488.01</b> |                      | <b>\$432,737.51</b>      |

\*Approved offers may vary depending on negotiations. Currently, approved/pending offers for Lots 2/4/5/7/8/9 equal \$993,860.40.





The following are developer-purchased bonds with a TIF repayment source. These funds are "pass-through" for the repayment of the TIF bonds. The developer is responsible for any shortfall of revenue to repay debt.

| FUND                           | 2025 ANNUAL BUDGET  | FEBRUARY<br>(ACTUAL) | YEAR-TO-DATE<br>(ACTUAL) |
|--------------------------------|---------------------|----------------------|--------------------------|
| <b>334/700 EDA</b>             |                     |                      |                          |
| REVENUE: Developer 90%         | \$76,364.00         |                      |                          |
| REVENUE: RDC 10%               |                     |                      |                          |
| BALANCE CARRY-OVER             | \$233,754.24        |                      |                          |
| EXPENSE: TIF                   |                     |                      |                          |
| EXPENSE: Developer Draw Bond   |                     |                      |                          |
| <b>NET 334/700 EDA BALANCE</b> | <b>\$310,118.24</b> |                      |                          |

| FUND                            | 2025 ANNUAL BUDGET | FEBRUARY<br>(ACTUAL) | YEAR-TO-DATE<br>(ACTUAL) |
|---------------------------------|--------------------|----------------------|--------------------------|
| <b>MetroNet EDA</b>             |                    |                      |                          |
| REVENUE                         | \$ 45,870.00       |                      |                          |
| BALANCE CARRY-OVER              |                    |                      |                          |
| EXPENSE                         | \$ (45,870.00)     |                      |                          |
| <b>NET METRONET EDA BALANCE</b> | <b>\$ -</b>        |                      |                          |

| FUND                                   | 2025 ANNUAL BUDGET | FEBRUARY<br>(ACTUAL) | YEAR-TO-DATE<br>(ACTUAL) |
|----------------------------------------|--------------------|----------------------|--------------------------|
| <b>146th/Appaloosa EDA</b>             |                    |                      |                          |
| REVENUE                                | \$193,718.00       |                      |                          |
| BALANCE CARRY-OVER                     | \$31,311.68        |                      |                          |
| EXPENSE: Developer Draw Bond           | \$(188,790.00)     |                      |                          |
| <b>NET 146TH/APPALOOSA EDA BALANCE</b> | <b>\$36,239.68</b> |                      |                          |





| FUND                                      | 2025 ANNUAL BUDGET | FEBRUARY<br>(ACTUAL) | YEAR-TO-DATE<br>(ACTUAL) |
|-------------------------------------------|--------------------|----------------------|--------------------------|
| <b>Holliday Farms EDA</b>                 |                    |                      |                          |
| REVENUE: Sentry (90%)                     |                    |                      |                          |
| REVENUE: HOLIDAY FARMS                    | \$ 32,416.00       |                      |                          |
| REVENUE: RDC (10% SENTRY)                 |                    |                      |                          |
| BALANCE CARRY-OVER                        |                    |                      |                          |
| EXPENSE: Sentry                           |                    |                      |                          |
| <b>NET HOLLIDAY FARMS EDA<br/>BALANCE</b> | \$ -               |                      |                          |

| FUND                                | 2025 ANNUAL BUDGET | FEBRUARY<br>(ACTUAL) | YEAR-TO-DATE<br>(ACTUAL) |
|-------------------------------------|--------------------|----------------------|--------------------------|
| <b>Pittman Farm EDA</b>             |                    |                      |                          |
| REVENUE: Developer 95%              |                    |                      |                          |
| REVENUE: RDC 5%                     |                    |                      |                          |
| BALANCE CARRY-OVER                  |                    |                      |                          |
| EXPENSE                             |                    |                      |                          |
| <b>NET PITTMAN FARM<br/>BALANCE</b> |                    |                      |                          |

| FUND                            | 2025 ANNUAL BUDGET | FEBRUARY<br>(ACTUAL) | YEAR-TO-DATE<br>(ACTUAL) |
|---------------------------------|--------------------|----------------------|--------------------------|
| <b>Wild Air EDA</b>             |                    |                      |                          |
| REVENUE                         |                    |                      |                          |
| BALANCE CARRY-OVER              |                    |                      |                          |
| EXPENSE                         |                    |                      |                          |
| <b>NET WILD AIR EDA BALANCE</b> |                    |                      |                          |



## Project Updates

### South Village

Located within the Zionsville EDA and TIF Allocation Area, the South Village is generally an area south of Sycamore Road and north of old 106<sup>th</sup> Street. This branded area is planned to be an extension of the Village Business District. New development may include mixed uses such as single-unit and multi-unit housing, office, and commercial.

#### RDC Recent Actions

#### Next Steps



#### POTENTIAL P3 DEVELOPMENT PROJECTS

Brick Street Inn, expanded hotel & parking garage

#### STATUS

BZA approved variances for expansion on/near current location. Developer is leading entitlement process.

Developer has drafted a Development Agreement which is under review of legal counsel.

|                                       |                                          |
|---------------------------------------|------------------------------------------|
| SW Main Street/Sycamore               | Developer is leading entitlement process |
| SE Main Street/Sycamore               | Developer is leading entitlement process |
| Former DOW property, zoned DOW PUD    | n/a                                      |
| NE 106 <sup>th</sup> /Zionsville Road | n/a                                      |
| The Cove                              | Developer is leading entitlement process |

#### POTENTIAL PUBLIC INFRASTRUCTURE PROJECTS

*(led by or in partnership with DPW and Parks)*

Intersection improvement at 1<sup>st</sup>/Main/Sycamore

#### STATUS

DPW holds contract for engineering/design of right-of-way improvements. READI grant.

Trail Connections to Lions Park

DPW holds contract for engineering/design of right-of-way improvements. READI grant.

Trail along Eagle Creek

DPW holds contract for engineering/design of improvements along the north side of the creek. READI grant

Lincoln Park brick walk improvements

n/a

Public Plaza

Town holds contract for design of a public plaza in the town parking lot north of Sycamore Street.





## Creekside Lots 4 & 5 – Frooz Vision

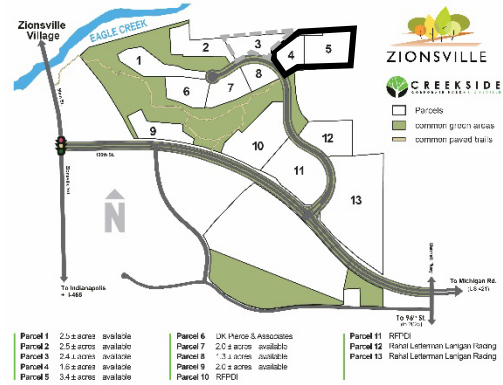
Located within the Creekside Corporate Park EDA and TIF Allocation Area. This project will consist of an optometrist and ophthalmologist office and accessory surgery center.

### Actions

- 2023.10.23 – Approved Letter of Interest
- 2024.05.20 – Approved Development Agreement sale price of \$359,060.40 for 1.63 acres.
- 2024.10.26 – Approved Due Diligence Extension and modified closing deliverables
- 2024.12.16 – Developer received Planning approvals.
- 2025/01/21 – Closed on property.

### Next Steps

- Apply for Grading and Building Permits



## Creekside Lots 7 & 8 – Exclusive Land, LLC

Located within the Creekside Corporate Park EDA and TIF Allocation Area, Creekside lots 7 and 8. This project will be a headquarters for Exclusive Autosports.

### Actions

- 2024.08.27 – Purchase Agreement executed
- 2024.04.23 – Approved Letter of Interest sale price of \$294,800 for 2.94 acres

### Next Steps

- Q1 2025 – Close on Property
- Q1 2025 – ARB and Plan Commission Approvals



## Creekside Lot 9 – Intelligent Living

Located within the Creekside Corporate Park EDA and TIF Allocation Area, lot 9 Intelligent Living, a ZWorks business start, would grow its headquarters and showroom into this location.

### Actions

- 2025.02.25 – Approved Letter of Interest, purchase price of \$140,000

### Next Steps

- On-going Negotiations on closing and a final site design.
- Approve a Purchase Agreement for ~2 acres
- Close on Property







## Creekside Lot 2 – Crider & Crider Inc.

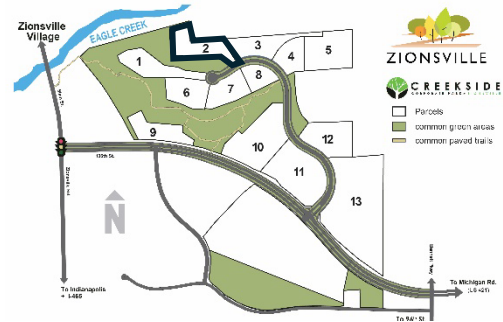
Located within the Creekside Corporate Park EDA and TIF Allocation Area, lots 1 and 2. Crider & Crider would relocate its headquarters from out of town to Zionsville.

### Actions

- 2024.10.24 – Purchase Agreement approved
- 2024.12.18 – Closed on Property

### Next Steps

- 2025 Q1 – ARB Approval
- 2025 Q1 – Development Plan Approval



## Zionsville Government Center “Lot 2”

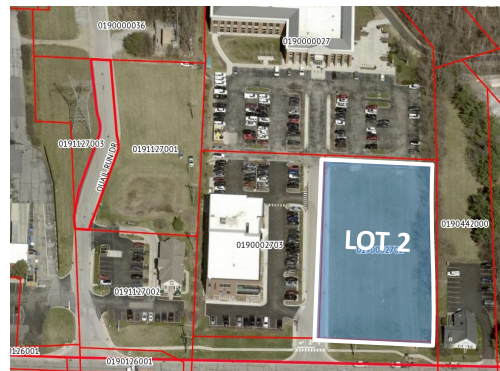
Located in front of town hall, this parcel will be redeveloped into an office building.

### Actions

- 2023.04.20 RDC issued RFI for purchase of land.
- 2023.06.16 RDC received letters of interest.

### Next Steps

- Construct a Development Agreement between SEAKE LLC and the RDC.



## The Farm – Phase 1 and 2

The Farm is a redevelopment project on the SW corner of Sycamore and Michigan Road. The Project was organized into 2 phases. The first phase, by Scannell, included the design and construction of infrastructure improvements and a multi-use complex consisting of multi-family units. **PHASE 2**, to be completed by Pittman Partners, is working on design and securing tenants for a mix of some or all the following: retail, restaurants, bank, medical, and grocery store, etc.

### Actions

- 2023 Phase 1 Bond approvals sought, and bond draws requested.
- 2024 TBD, Phase 2 will be seeking up to 50% TIF funding for infrastructure projects associated with the upcoming project improvements. The 50% maximum request was established during the Phase 1 TIF request process.
- 2024.12 – Developer closed on TIF Bond 2.a.

### Next Steps

- Developer to close on TIF Bond future phasing.



## Wild Air

Old Town Development Developer-backed TIF Bond(s) totaling ~\$12.8M (net ~\$12.5M after costs) based on TIF Revenues generated from the Senior Living & Multi-Family portion of the overall Economic Development Area, used to fund the following: design, construction and equipping of certain improvements to be used for two roundabouts and associated public utility improvements, trails and parking improvements associated with the 30+ acre public park, pedestrian safety crossing on Marysville Road, and public infrastructure related to the community center site such as storm water management systems and utilities.

### DEVELOPMENT AGREEMENT TERMS

1. TIF was granted
2. CIVIC SPACE: ±10 AC to be donated to the RDC. Estimated value of land and improvements ±\$4,500,000.
3. WOODLAND PRESERVE: ±30 AC to be donated to the Town of Zionsville under separate agreement. Estimated value of land and improvements ±\$4,200,000.

### PROPERTY TAX INCREMENT BREAKDOWN

100% to the Developer over 25 years

### DEVELOPMENT ECONOMIC IMPACT

Multi-Family: ±300 unit  
Senior Living: ±200 units

Net Assessed Value (NAV): ±\$78 MM

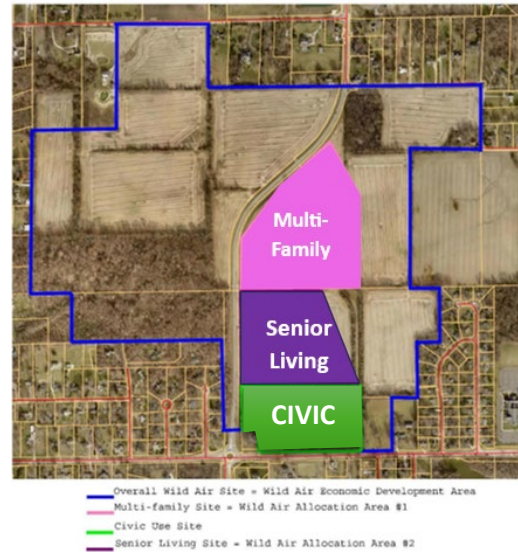
Gross Assessed Value: ±\$1.8 MM

### Actions

- 2024 - All TIF approvals received by all governing bodies.
- 2024 – Developer closed on bonds.

### Next Steps

- TBD – Developer seeks approval for Phase II of bonding.
- TBD- Transfer Civic land to RDC



Located on Oak Street and Marysville Road

## Sentry Development

This is a senior living facility seeking a Developer-backed TIF Bond of ~\$3,655,000.00 (net ~\$2M after costs). The TIF Revenues generated from the Senior Living portion of the development will be used to fund the following:

1. \$650,000 for a multi-use pathway extension from Appaloosa Crossing down to Willow Road.
2. design, construction and equipping of certain improvements located at US. 421 (Michigan Road)

### PROPERTY TAX INCREMENT BREAKDOWN

90% to the Developer over 25 years

### DEVELOPMENT ECONOMIC IMPACT

Jobs: ±65  
Payroll: \$3.5MM+ annual  
Assessed Value (AV): ±\$25MM

### Actions

- 2024 - All TIF approvals received by all governing bodies.
- 2024.07.02 – Developer closed on bonds.
- 2024.09.24 – Developer requested bond draws from the RDC and bond holder for approved TIF-funded expense reimbursements.
- 2024.08.22 – Developer began construction

### Next Steps

- Developer will request bond draws from the RDC and bond holder for approved TIF-funded expense reimbursements.
- Developer works with DPW to acquire necessary land, seek easements, and build multi-use path along Mich. Rd.



Located on Michigan Road, north of Interactive Academy and across from Holliday Farms







CC: John Stehr, Mayor  
Justin Hage, Deputy Mayor

- b. Commercial New (2024-505) Issued 06/14/2024. Last inspection – Rough 10/30/2024, Passed.
  - c. Commercial New (2024-510) Issued 06/14/2024. Last Inspection – Rough 10/04/2024, Passed.
  - d. Commercial New (2024-520) Issued 06/14/2024. Last Inspection – Rough 09/26/2024, Passed.
5. **MMACK LLC**, 91 S Main Street
- a. Commercial Other (2024-339) Issued 04/25/2024. Column replacement. Last Inspection – Rough 05/31/2024, Passed.
6. **Café Patachou, Inc.**, 95 E Pine Street
- a. Commercial Other (2024-653) Issued 07/18/2024. Patio.
7. **10890 Bennett Parkway LLC**, 10890 Bennett Parkway
- a. Commercial New (2024-761) Issued 08/20/2024. Last Inspection – Underslab 02/13/2025, Passed.
8. **Proventus Holdings LLC**, 10815 Deandra Drive
- a. Commercial Addition (2024-781) Issued 08/26/2024. Certificate of Occupancy Issued 01/30/2025.
9. South Zionsville Village East, 673 S Main Street
- a. Commercial Remodel, Central Indiana Orthopedics (2024-1124) Issued 12/11/2024. Last Inspection – Above Ceiling 02/19/2025, Passed.
10. Alt Construction, 10650 Bennett Parkway, Suite 200
- a. Commercial Remodel (2024-1138) Issued 12/19/2024.
11. **Brad Teitelbaum**, 270 S Main Street
- a. Special Exception (2025-01-SE) BZA Petition to provide for the use of outdoor restaurant seating. Target date is 03/05/2025.
  - b. Development Standards Variance (2025-06-DSV) BZA Petition allow outdoor restaurant seating to not be removed at the end of each day of business. Target date is 03/05/2025.

CC: John Stehr, Mayor  
Justin Hage, Deputy Mayor









## CR 300 S & US 421 TIF (Appaloosa Crossing)

1. **Hoosier, To Go**, 3255 South US 421
  - a. Commercial New Construction (2021-922, Finish 2023-634) Permit Issued 07/25/2023.
2. **Singh Retail Building**, 3251 South U.S. Highway 421
  - a. Commercial New Construction of a Liquor Store (2024-979) Permit Issued 10/22/2024. Last Inspection – Rough 01/14/2025, Passed.
3. **Harris FLP**, 3295 S US Highway 421
  - a. Commercial New Construction of a Shell Strip Center (2024-1054) Permit Issued 11/08/2024. Last Inspection – Underslab 12/19/2024, Passed.
4. **Pulte Homes**, Townhomes, 10901 East 300 South
  - a. Commercial New, 3300 Morab Drive (2024-609) Townhouse Shell; Issued 07/10/2024. Temporary Certificate of Occupancy.
  - b. Commercial New, 10936 Hanovarian Street (2024-749) Townhouse Shell; Issued 08/19/2024. Temporary Certificate of Occupancy, Expires 02/18/2025.
  - c. Commercial New (2024-844) Townhouse Shell, Issued 09/13/2024. Last Inspection – Rough 01/14/2025, Passed.
  - d. Commercial New (2024-898) Townhouse Shell, Issued 09/30/2024. Last Inspection – Underslab 12/09/2024, Passed.
  - e. Commercial New (2024-900) Townhouse Shell, Issued 09/30/2024. Last Inspection – Temporary Electric 12/04/2024, Passed.
  - f. Commercial New (2024-911) Townhouse Shell, Issued 09/30/2024. Last Inspection – Underslab 11/06/2024, Passed.
  - g. Commercial new (2025-115) Townhouse Shell, Issued 02/20/2025.
  - h. Commercial new (2025-108) Townhouse Shell, Issued 02/20/2025.

CC: John Stehr, Mayor  
Justin Hage, Deputy Mayor





## CR 700 TIF

1. **Adler Multi-Family Development**, County Road 700 E & Grove Pass
  - a. Development Plan (2022-04-DP) Plan Commission Petition for 179-unit multi-family development. Approved as presented, 3/21/2022.
  - b. Development Plan Amendment (2023-08-DPA) Plan Commission Petition for revisions of a site plan and building elevations of a 179-unit multi-family development. Approved with conditions, 04/17/2023.
2. **Hy-Vee**, 6125 South 700 East
  - a. Development Plan (2022-31-DP & 2022-41-DP) Plan Commission Petition of a 152,000 SF grocery store and convenience store with fuel sales. Approved as presented 08/15/2022.
  - b. Development Plan Amendments (2023-14-DPA & 2023-15-DPA) Plan Commission Petitions to revise the original Development Plans (2022-31-DP & 2022-41-DP). Approved as presented, 05/15/2023.

CC: John Stehr, Mayor  
Justin Hage, Deputy Mayor





## Holliday Farms TIF

### 1. Holliday Farms Clubhouse

- a. Commercial New (2021-155, Finish 2022-800, Finish 2024-181) Permit Issued 10/05/2022; Last Inspection – Meterbase Reinspection 06/05/2024, Failed.
- b. Commercial New (2021-154, Finish 2022-801) Permit Issued 10/05/2022; North Restroom; Assigned Temporary Certificate of Occupancy expiring 08/24/2022.
- c. Commercial New (2022-708, Finish 2024-288) Permit Issued 04/11/2024; Kiddie Pool. Temporary Certificate of Occupancy Issued and Expires 08/02/2024.
- d. Commercial Addition (2022-711, Finish 2024-286) Permit Issued 04/11/2024; Active Pool. Temporary Certificate of Occupancy Issued and Expires 08/02/2024.
- e. Commercial New (2022-712, Finish 2024-287) Permit Issued 04/11/2024; Social Pool. Temporary Certificate of Occupancy Issued and Expires 08/02/2024.

### 2. The Shops at Holliday Farms, 3546 & 3650 South U.S. Highway 421

- a. Commercial New (2023-1047) Permit Issued 11/21/2023.

### 3. The Club at Holliday Farms, 3675 Marketplace Drive

- a. Commercial New, Starbucks (2024-395) Issued 05/14/2024. Last Inspection – Rough 11/07/2024, Passed.

### 4. Holliday Farms SL Real Estate (Sentry), LLC, 11143 Ambrose Lane

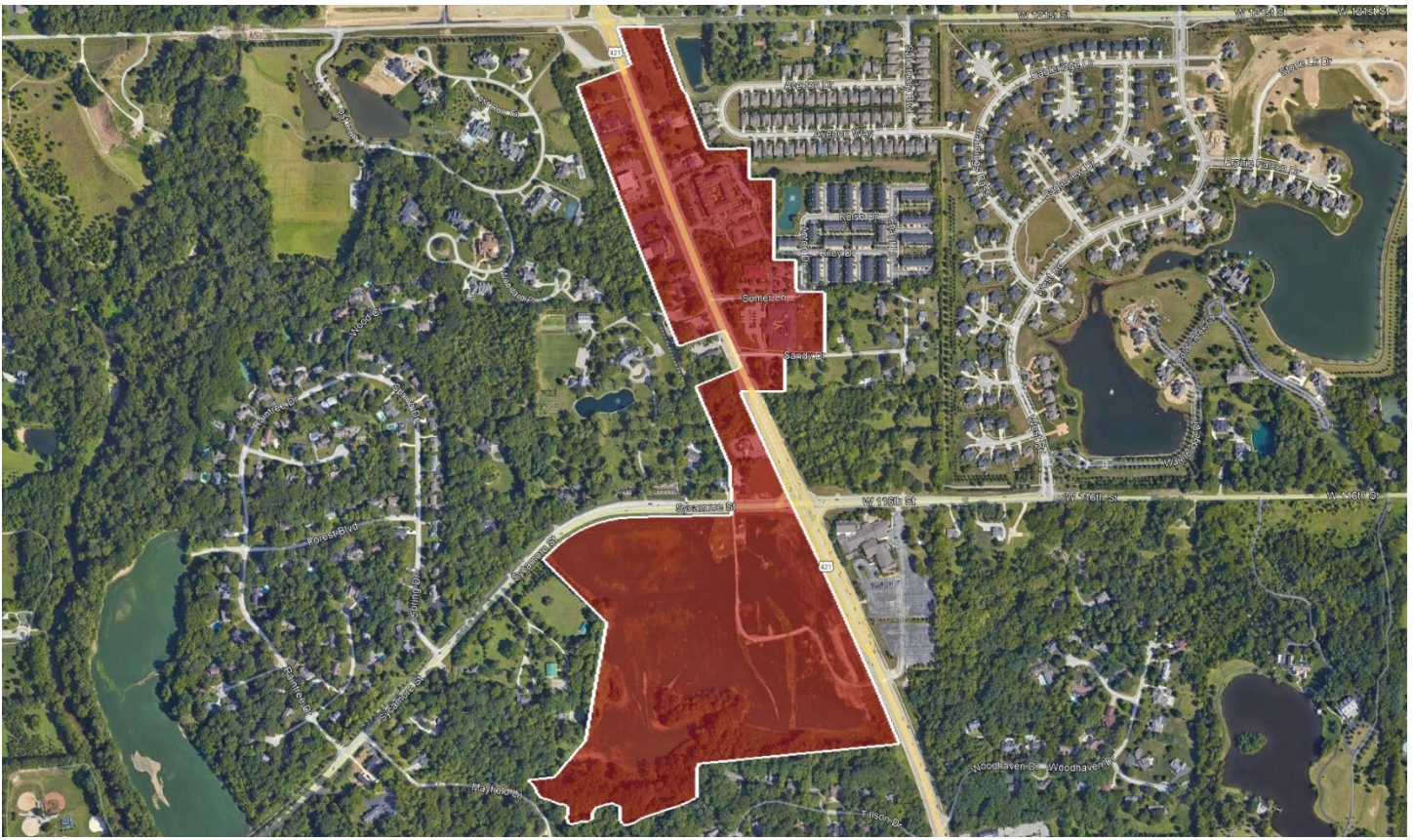
- a. Commercial New, Senior Living (2024-765) Issued 8/22/2024. Last Inspection – Footer 02/06/2025, Passed.
- b. Commercial Addition, Pool & Patio (2024-1110) Issued 12/05/2024. Last Inspection – Underslab 12/23/2024.





- CC: John Stehr, Mayor  
Justin Hage, Deputy Mayor





## Michigan Road EDA & TIF

1. **The Farm at Zionsville JV LLC**, 11819 Sycamore Street / 11550 Pittman Farms Drive
  - a. Commercial New Garage (2023-154, Finish 2024-953) Permit Issued 10/08/2024.
  - b. Commercial New, Building A (2023-192) Permit Issued 03/16/2023. Last Inspection – Rough 10/17/2024.
  - c. Commercial New, Building B (2023-209, Finish 2024-950) Permit Issued 10/08/2024.
  - d. Commercial New, Building C (2023-290, Finish 2024-947) Permit Issued 10/08/2024.
  - e. Commercial New, Pavilion (2023-321, Finish 2024-952) Permit Issued 10/08/2024.
  - f. Commercial Addition (2024-671) Pool Permit Issued 07/26/2024. Last Inspection – Pool Bonding 02/18/2025, passed.
2. **Pittman Investors, LLC**, Braden Way
  - a. Commercial New (2024-933) Retail Shell, Issued 10/04/2024. Last Inspection – Underslab 12/18/2024, Passed.
  - b. Commercial New (2024-934) Retail Shell, Issued 10/04/2024. Last Inspection – Temporary Electric 02/19/2025, Passed.
  - c. Commercial New (2024-935) Retail Shell, Issued 10/04/2024. Last Inspection – Temporary Electric 02/19/2025, Passed.
  - d. Commercial New (2024-936) Retail Shell, Issued 10/04/2024. Last Inspection – Temporary Electric 02/19/2025, Passed.
  - e. Commercial New (2024-938) Retail Shell, Issued 10/04/2024. Last Inspection – Temporary Electric 02/19/2025, Passed.
3. **Pittman Investors, LLC**, 11585 Sylo Crossing
  - a. Commercial Tenant Finish, Shake Shack (2024-1075) Issued 11/18/2024.

CC: John Stehr, Mayor  
Justin Hage, Deputy Mayor





## Wild Air EDA & TIF

### 1. Wild Air Multifamily LLC

- a. Commercial New (2024-1145) Multi-family 8651 Rosslyn Drive, Issued 12/23/2024. Last Inspection – Footer 01/29/2025, Passed.
- b. Commercial New (2024-1146) Multi-family 8652 Rosslyn Drive, Issued 12/23/2024. Last Inspection – Footer 02/04/2025, passed.
- c. Commercial New (2024-1147) Multi-family 6320 Rosslyn Drive, Issued 12/23/2024. Last Inspection – Footer 02/07/2025, Passed.
- d. Commercial New (2024-1148) Multi-family 6320 Rosslyn Drive, Issued 12/23/2024.
- e. Commercial New (2024-1149) Multi-family 8587 Lamond Lane, Issued 12/23/2024.
- f. Commercial New (2024-1150) Multi-family 8589 Lamond Lane, Issued 12/23/2024.
- g. Commercial New (2024-1151) Multi-family 6330 Rosslyn Drive, Issued 12/23/2024. Last Inspection – Footer 02/14/2025, Passed.
- h. Commercial New (2024-1152) Multi-family 6551 Archer Drive, Issued 12/23/2024.
- i. Commercial New (2024-1153) Mixed-Use 8476 Archer Drive, Issued 12/23/2024.
- j. Commercial New (2024-1154) Clubhouse, Issued 12/23/2024. Last Inspection – Footer 02/11/2025, Passed.
- k. Commercial New (2024-1155) Multi-family 8550 Skye Drive, Issued 12/23/2024.
- l. Commercial New (2024-1162) Mixed-Use 6550 Archer Drive, Issued 12/31/2024.
- m. Commercial New (2024-1163) Multi-family 8566 Archer Drive, Issued 12/31/2024.

CC: John Stehr, Mayor  
Justin Hage, Deputy Mayor



**ZIONSVILLE REDEVELOPMENT COMMISSION ("ZRDC")  
REGULAR MEETING MEMORANDA  
FOR**

**Tuesday, January 28, 2025 at 9:00 AM**  
In-person and Video Conference Meeting

**Members Present:**

(In-Person)

Deron Kintner – President, Evan Norris – Vice President, Ryan Vaughn – Secretary, Kent Esra, David Rosenberg, & Katie Aeschliman

(Via Zoom)

(Absent)

**Also Present:**

(In-Person)

Justin Hage - Deputy Mayor and Director, Jon Oberlander – Chief Legal Counsel, Zach Lutz – Associate Planner, Cindy Poore – Treasurer, Mayor John Stehr, & Tim Berry – Financial Advisor

(Via Zoom)

1. Call to Order: Deron Kintner called the meeting to order (@ 9:04 AM; [YouTube 00:04:50](#))

2. Oath of Office ([YouTube 00:05:00](#))

Mr. Hage swears in all the members of the Commission.

3. Election of Officers

A. ([YouTube 00:06:15](#)) President

Motion: Evan Norris made a motion (seconded by Ryan Vaughn) to: Appoint Deron Kintner as President of the Redevelopment Commission.

5:0 Unanimously Approved.

B. ([YouTube 00:06:50](#)) Vice President

Motion: Deron Kintner made a motion (seconded by Ryan Vaughn) to: Appoint Evan Norris as Vice-President of the Redevelopment Commission.

5:0 Unanimously Approved.

C. ([YouTube 00:07:10](#)) Secretary

Motion: Deron Kintner made a motion (seconded by Kent Esra) to: David Rosenberg

5:0 Unanimously Approved.

4. ([YouTube 00:07:40](#)) Consent Agenda Items

Mr. Kintner Introduced the matter. Mr. Hage covered the biannual school payment paid out Creekside Corporate Park which expires in 2029. Ms. Aeschliman and Mr. Lutz add some additional details associated with these payments.

Motion: David Rosenberg made a motion (seconded by Evan Norris) to: approve the Consent Agenda Items.

5:0 Unanimously Approved

5. ([YouTube 00:10:25](#)) Director's Report

Mr. Hage offered an update on Creekside Corporate Park lot sales and the status of the READI Grant.

6. Old Business

7. New Business

A. ([YouTube 00:12:25](#)) KSM Contract for Services

Mr. Hage introduces the contract for services with KSM. This firm will work towards aiding the Town in expanding its economic development and redevelopment within the community. Evan Norris asked about the timeframe of the contract which Mr. Hage states it is year to year. Mr. Vaughn asked if they will be assisting with tax revenue analysis for incoming projects which Mr. Hage responded affirmatively. They will be providing insight on projects impacts on the community and how get the optimal return on investment. Mr. Kintner explained that Crowe also supports the RDC when doing financial projections and calculations when it relates to the TIF districts and bonding.

Motion: Evan Norris made a motion (Seconded by David Rosenberg) to: Approve the Contract for Services for KSM.

5:0 Unanimously Approved.

B. ([YouTube 00:15:45](#)) Village Restroom Agreement

Mr. Hage stated this item will need to be continued due to contract revisions.

Motion: Kent Esra made a motion (seconded by David Rosenberg) to: Table the Village Restroom Agreement.

5:0 Unanimously Approved.

8. Other Matters

A. ([YouTube 00:16:30](#)) Appointments – Community Development Corporation

Motion: Deron Kintner made a motion (seconded by David Rosenberg) to: Reappoint Erica Carpenter and Cara Weber as members of the ZCDC



5:0 Unanimously Approved.

Motion: Kent Esra made a motion (seconded by Deron Kintner) to: Appoint Ryan Vaughn as member of the ZCDC.

5:0 Unanimously Approved.

B. ([YouTube 00:17:40](#)) Appointments – Creekside ARC

Motion: Evan Norris made a motion (seconded by David Rosenberg) to: Appoint Kent Esra as the RDC Representative on the Creekside ARC.

5:0 Unanimously Approved.

C. ([YouTube 00:18:50](#)) Future Meeting Dates

Mr. Kintner introduced the option to change the regular meeting dates. The group agreed that the existing time and dates work for the members.

D. ([YouTube 00:21:00](#)) Finance Committee Update

The finance committee meets monthly to review claims and other special projects prior to the meeting.

Motion: Evan Norris made a motion (seconded by David Rosenberg) to: Reappoint Kent Esra and Katie as members of the Finance committee.

5:0 Unanimously Approved.

E. ([YouTube 00:21:40](#)) Governance Committee Update

Historically has been the President and Vice-President who serve on this committee and shall continue forward.

F. ZCDC Update

None

9. ([YouTube 00:23:40](#)) Adjourn

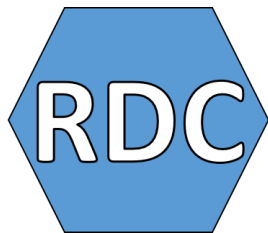
Motion: Kent Esra made a motion (seconded by David Rosenberg) to adjourn the meeting.

5:0 Unanimously Approved.

Meeting Adjourned at 9:28 AM.

The next meeting of the Redevelopment Commission is scheduled for:

**Tuesday, February 24, 2025, at 9:00 am.**



**MEMORANDA OF EXECUTIVE SESSION  
ZIONSVILLE REDEVELOPMENT COMMISSION**

On Tuesday, January 28, 2024, at 10:00 a.m., an executive session of the Zionsville Redevelopment Commission was held in room 207 of Town Hall at 1100 W. Oak Street, Zionsville, IN. Zionsville Redevelopment Commissioners Deron Kintner, Evan Norris, David Rosenberg, Kent Esra, Ryan Vaughn, Katie Aeschliman were in attendance in-person.

The matters discussed were as contemplated by:

IC 5-14-1.5-6.1(b)(2)(D)(vi), a real property transaction, a sale.

No subject matter was discussed in the executive session other than the subject matter specified in the public notice associated with the executive session.

---

David Rosenberg, Secretary

[Note: If relied on Electronic Meeting Policy include language or information required by such policy, if any.]



**ZIONSVILLE REDEVELOPMENT COMMISSION ("ZRDC")  
REGULAR MEETING MEMORANDA  
FOR**

**Tuesday, February 18, 2025 at 9:00 AM**  
In-person and Video Conference Meeting

**Members Present:**

(In-Person) Evan Norris – Vice President, Ryan Vaughn – Secretary, & Kent Esra  
(Via Zoom)  
(Absent) Deron Kintner – President, David Rosenberg, & Katie Aeschliman

**Also Present:**

(In-Person) Justin Hage - Deputy Mayor and Director, Zach Lutz – Associate Planner  
(Via Zoom) Chris Greisl – Legal Counsel

1. Call to Order: Evan Norris called the meeting to order (@ 9:12 AM; [YouTube 00:00:15](#))
  2. Consent Agenda Items
  3. Director's Report
  4. Old Business
  5. New Business
- A. ([YouTube 00:00:50](#)) Purchase Authorization

Mr. Hage offers a summary of the resolution and the background for its need. The village within Zionsville has long needed a public restroom and has been escalated due to the establishment of the Downtown Outdoor Refreshment Area ("DORA"). The Town sought out other options to work with existing businesses. However, no optimal solution has been found. It will be located on the public parking lot just south of the Friendly. This will be a high-end trailer on a concrete pad with three restrooms with ADA accessibility. It will be kept long-term and used for events and Park's Department. This resolution authorizes up to \$75,000 to purchase the trailer.

The Parks Department will maintain it like other facilities. Department of Public works will service it. Timeframes are still under discussion. There will be a camera, lighting, and smart locks to improve security.

Motion: Kent Esra made a motion (Seconded by Ryan Vaughn) to: Approve Resolution 2025-01

3:0 Unanimously Approved.

6. Other Matters



7. ([YouTube 00:07:15](#)) Adjourn

Motion: Ryan Vaughn made a motion (seconded by Kent Esra) to adjourn the meeting.

3:0 Unanimously Approved.

Meeting Adjourned at 9:19 AM.

The next meeting of the Redevelopment Commission is scheduled for:

**Tuesday, February 24, 2025, at 9:00 am.**

DRAFT

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 25, 2025

Fiscal Officer

ALLOWANCE OF ACCOUNTS PAYABLE VOUCHERS

Town of Zionsville

February 2025 RDC Claims

We have examined the Accounts Payable Vouchers listed on the foregoing Register of Accounts Payable Vouchers consisting of 1 pages and except for accounts payables not allowed as shown on the Register such accounts payables are hereby allowed in the total amount of \$ 60,415.00.

Dated this 25th day of February 2025.

Kent Esra

Deron Kintner

Evan Norris

David Rosenberg

Ryan Vaughn

Signatures of Governing Board

**Accounts Payable Register**

Date: 02/21/2025 01:42:53 PM

APV Register Batch - February 2025 RDC Claims

APVREGISTER.FRX

All History

Grouped By Fund Number, Department

Ordered By Appropriation

| DATE<br>FILED                            | APV # | NAME OF PAYEE            | PO # | APPROP #       | APPROPRIATION            | DESCRIPTION           | AMOUNT   | CHECK # | CHECK<br>DATE | MEMORANDUM |
|------------------------------------------|-------|--------------------------|------|----------------|--------------------------|-----------------------|----------|---------|---------------|------------|
| <b>**Fund Number 4445 Zionsville EDA</b> |       |                          |      |                |                          |                       |          |         |               |            |
| <b>**Department 180</b>                  |       |                          |      |                |                          |                       |          |         |               |            |
| 02/12/2025                               | 10496 | Hitchcock Design Inc     |      | 4445180375.000 | Contractual Services     | Village Parking Study | 2833.60  |         | / /           |            |
| 01/30/2025                               | 10326 | Old National Wealth Mgmt |      | 4445180375.000 | Contractual Services     | Admin Fees - The Farm | 1000.00  | 10326E  | 01/31/2025    |            |
| 02/21/2025                               | 10636 | Comforts of Home Inc     | 57   | 4445180445.000 | Zionsville EDA Equipment | Restroom Trailer      | 56581.40 |         | / /           |            |
| <b>SubTotal Department 180</b>           |       |                          |      |                |                          |                       | 60415.00 |         |               |            |
| <b>SubTotal Fund Number 4445</b>         |       |                          |      |                |                          |                       | 60415.00 |         |               |            |
| <b>*** GRAND TOTAL ***</b>               |       |                          |      |                |                          |                       | 60415.00 |         |               |            |





February 25, 2025

Intelligent Living Solutions  
85 E Cedar St  
Zionsville, IN 46077  
Attn: Dan Killinger  
E-mail: \_\_\_\_\_

**RE: Creekside Corporate Park Development – Lot 9**

Dear Mr. Killinger:

This letter constitutes a term sheet (this “**Term Sheet**”) regarding a proposed project between the Zionsville Economic Redevelopment Commission and its affiliated entities (collectively, “**RDC**”), and Intelligent Living Solutions or its Assignees as defined in Paragraph 10, herein (“**ILS**”) (ILS together with RDC, the “**Parties**”). The Parties acknowledge the purpose of this Term Sheet is to memorialize the Parties’ understanding with respect to the potential terms of a mutually acceptable Development Agreement (defined below) to plan and develop the Project described in this Term Sheet.

1. **The Project.** The RDC owns property in the Town of Zionsville (“**Town**”) that is commonly known as the Creekside Office Park (“**Creekside**”), which the RDC has invested significant resources to construct roads, utility connections and other infrastructure to support the commercial development of Creekside. Creekside is platted as a series of numbered lots. ILS is interested in building a state-of-the-art headquarters space featuring a showroom displaying advanced automation, security, audio/visual, automated lighting solutions, and opportunities for potential clients containing approximately fifteen thousand (15,000) to twenty-five thousand (25,000) square feet (the “**Project**”). The RDC is willing to convey Lot 9 in Creekside (the “**Property**”) to ILS for use in the Project upon the conditions contained in this Term Sheet.
2. **The Property.** The RDC shall, among other obligations, convey the Property to ILS for One Hundred Forty Thousand Dollars (\$140,000) in exchange for ILS’ agreement pursuant to the terms of a mutually acceptable Development Agreement to be finalized following the execution of this Term Sheet pursuant to Paragraph 4, herein, to do the following: (i) construct the Project with a conceptual façade with co-building materials to complement the surrounding area and contribute to the surrounding aesthetic; (ii) use good faith efforts to create twenty-four (24) new jobs, providing for the potential to add two (2) additional jobs as well as Twenty Thousand Eight Hundred Seventy-Seven Dollars (\$20,877) in local tax revenue in addition to the original twenty-two (22) employees from ILS at the Project ranging from technicians, and managerial staff to administrators, and (iii) use good faith efforts to employ fifty-eight (58) additional jobs in the community, primarily in construction, management and administrative roles. The numbers referenced above in this

Section 2 are based on ILS' current, good faith estimates, which are subject to adjustment pursuant to the Development Agreement and over the course of the Project.

3. **Due Diligence.** For a period beginning on the mutual execution of the Term Sheet and ending on the expiration of the Exclusivity Period (defined in paragraph 9), ILS shall have the right to access the Property (and any adjacent property the RDC owns) to conduct due diligence reviews and investigations of the Property and the Project, including, without limitation, a review of the Property's physical condition, environmental issues, zoning, design and architectural concerns, construction pricing, and title and survey matters, to review all relevant materials to be provided by RDC, to obtain Project financing, and to confirm availability of all necessary approvals, all to determine the feasibility of the Project on the Property. During the due diligence period, ILS may obtain, at ILS's sole cost and expense, any desired survey and title commitment and exception documents. ILS shall have the obligation to indemnify, defend and hold harmless the RDC against any claims, liabilities or costs the RDC incurs that are caused by ILS 's investigation of the Property or rights granted in this paragraph 3. Before exercising its rights in this paragraph 3, ILS shall add the RDC as an additional insured under its commercial general liability insurance policy and shall provide written proof of such coverage under an Accord coverage disclosure form. ILS' insurance shall have policy limits of \$1,000,000 per occurrence and \$2,000,000 in the aggregate.
4. **Development Agreement.** Upon ILS' written notice to the RDC, the RDC's legal counsel shall prepare a draft development agreement between the RDC and ILS within thirty (30) days, which shall thereafter be negotiated in good faith by the Parties, to memorialize this Term Sheet and any other mutually agreeable terms between the Parties (the "**Development Agreement**"). The term of the Development Agreement shall commence as of the date of mutual execution and continue until the earlier of (i) the date the Project is completed and ILS has performed substantially all of the services ILS is required to perform under the Development Agreement or (ii) ILS' failure to obtain substantial completion of the Project Improvements (defined in paragraph 5) by an outside date to be negotiated between the Parties. ILS further acknowledges the RDC is a body politic of the State of Indiana and shall require final approval of the Development Agreement in accordance with all applicable Indiana laws before the RDC can execute the Development Agreement.
5. **Construction of the Project.** ILS shall endeavor to construct the building and all other improvements with respect to the Project (the "**Project Improvements**") substantially in accordance with the final terms of the Development Agreement. The Development Agreement shall contain provisions for the development of plans and specifications for the Project with the reasonable input and approval of the RDC, to include a description of ILS' intended financing of the Project and to establish the construction schedule for the Project Improvements and any other terms necessary to effectuate the development, construction and operation of the Project and the Project Improvements (collectively, the "**Plans and Specifications**"). The Parties will address in the Development Agreement (i) access and traffic density issues related to ILS' use of the Project, (ii) certain wetlands mitigation

requirements, (iii) environmental insurance with respect to the Property, and (iv) any other public incentives to be provided by or through RDC, .

6. **Project Financing.** ILS shall provide information regarding the cost to construct the Project Improvements pursuant to the Plans and Specifications on an open book basis to be agreed upon with the RDC and on a to-be agreed upon schedule. Per the terms of the Development Agreement, ILS shall submit to RDC a description of ILS's intended Project financing plan including the capital stack intended to be used for the Project (such cost and financing plan, collectively, "**Financial Information**"). The RDC shall have the obligation to keep the Financial Information and other proprietary information of ILS confidential under the applicable safe harbor provisions of Indiana's Access to Public Records Act ("**APRA**").
7. **Outside Completion Date.** ILS acknowledges that the Development Agreement will contain reasonable outside dates for the Project Improvements to be commenced and substantially completed.
8. **Confidentiality.** To the extent the RDC is able to do so under the APRA and all other applicable public disclosure laws, the RDC will maintain the confidentiality of any information ILS provides regarding the Project until a mutually agreeable date set forth in the Development Agreement and shall not disclose such terms to third parties without the mutual agreement of the Parties.
9. **Exclusivity.** Immediately upon execution of this Term Sheet, the RDC will cease all negotiations with potential purchasers, developers, partners and/or tenants with respect to the Property other than between the RDC and ILS. The RDC shall not, directly or indirectly, solicit, engage, commit to or negotiate with any potential purchaser, developers, partners and/or tenants with respect to the Property for a period of ninety (90) days or the earlier execution of the Development Agreement (the "**Exclusivity Period**"). The Development Agreement shall contain mutually acceptable due diligence, financing and permit approval contingencies and exclusivity of negotiation requirements.
10. **Project Ownership.** The Parties acknowledge that ILS intends to assign its rights and obligations under this Term Sheet and the Development Agreement to an entity (the "**Ownership Entity**") that will develop, construct and own the Project and will lease the Project to ILS. ILS will have an ownership interest in the Ownership Entity. Within thirty (30) days of executing the Term Sheet, ILS shall provide the RDC with ((i) through (iii) collectively, the "**Ownership Information**"): (i) a reasonably detailed financing plan for the Project, including sources of equity in the Ownership Entity; (ii) names of the all individuals that will have direct or indirect ownership in the Ownership Entity; and (iii) the management plan for the Ownership Entity. ILS shall keep the Ownership Information confidential under the applicable safe harbor provisions of ARPA.
11. **Term and Binding Effect of Term Sheet.** The RDC and ILS acknowledge and agree that this Term Sheet is not a binding agreement, contract or a contractual offer, and except for

the provisions of paragraphs 3, 8 and 9, neither Party shall be bound by its terms. The RDC and ILS do not intend to be bound and the Parties shall have no obligation to proceed with the Project until, as a result of further negotiations the Parties execute the Development Agreement. Except for the provisions of paragraphs 3, 8 and 9, no party shall have any legal rights or obligations with respect to the other party or shall be responsible for any action or failure or failure to take any action in detrimental reliance until the Development Agreement is negotiated and executed by the RDC and ILS. It is understood by both Parties that this Term Sheet is merely a guide to the preparation of a mutually satisfactory Development Agreement and is intended as a general outline to the terms and conditions for the Development Agreement. Notwithstanding the foregoing, the Parties shall be obligated to negotiate the Development Agreement in good faith upon execution of this Term Sheet. This Term Sheet may be terminated upon written notice by either party, except for the provisions of paragraphs 3, 8 and 9 shall continue. Neither ILS or the RDC shall have the right to recover monetary damages of any kind, including direct, indirect, consequential, punitive, special or exemplary damages against a breaching party for their breach of their obligations in paragraphs 8 and 9 as it is the Parties' intent the remedies for such breach shall be limited to declaratory action or another form of equitable relief that does not involve the recovery of damages or *lis pendens* or other statutory or common law liens against the Property. This Term Sheet shall automatically terminate at the end of the Exclusivity Period without any further action required by either party.

12. **Authority.** The RDC's signatory certifies that he or she is properly authorized as a representative or agent of the RDC to execute this Term Sheet. ILS 's signatory certifies that he or she is properly authorized as a member, employee, representative, agent or officer of ILS to execute this Term Sheet. This Term Sheet can be executed via electronic means in one or more counterparts.
13. **RDC Construction Obligation.** The Development Agreement shall obligate the RDC to construct a turn lane from the eastbound lane of 106 Street and acceleration and deceleration lanes on the northbound lane of 106<sup>th</sup> Street (collectively, the "RDC Construction Obligation") at the RDC's cost. The Parties will further define the timing and scope of the RDC Construction Obligation in the Development Agreement.

[Signatures on following page.]



**RDC:**

**The Zionsville Economic Redevelopment  
Commission**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: February \_\_\_\_, 2025

**ILS:**

**Intelligent Living Solutions**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: February \_\_\_\_, 2025

Written Request

Old National Wealth Management  
123 Main Street  
Evansville, IN 47708  
Attention: Corporate Trust Department

This written request ("Written Request") is submitted pursuant to the provisions of Section 4.4(b) of that certain Trust Indenture dated as of July 1, 2024 ("Indenture"), between the Town of Zionsville, Indiana ("Issuer") and Old National Wealth Management, as Trustee, as trustee ("Trustee"). The terms used herein have the same meanings as when used in the Indenture except where the context otherwise requires.

Holliday Farms SL Real Estate, LLC, a Delaware limited liability company authorized to do business in the State of Indiana ("Company"), hereby requests that on February 12, 2025, the Trustee pay from funds held in the Construction Account the amount specified in paragraph (b) below. In support of this Written Request, the Company states as follows:

- (a) This Written Request is requisition number **Four (4)**;
- (b) The aggregate amount of costs to be paid or reimbursed is **\$107,076.70**;
- (c) The costs referred to in paragraph (b) above have been paid or incurred and were necessary for the construction or equipping of the Project and were made or incurred in accordance with the construction contracts, plans and specifications, or purchase contracts therefor now in effect;
- (d) The costs referred to in paragraph (b) were incurred to pay Costs of Construction of the Project relating to **surveying, earthwork, stormwater infrastructure, pavement, striping, and contractor fee—refer to Schedule A**;
- (e) The amount paid or to be paid, as set forth in paragraph (b) above, is reasonable and represents a part of the amount payable for the costs of equipping the Project, all in accordance with the cost budget, and such payment was not paid in advance of the time, if any, fixed for payment and was made in accordance with the terms of any contracts applicable thereto and in accordance with usual and customary practice under existing conditions;
- (f) No part of the said Construction Costs was included in any Written Request previously filed with the Trustee under the provisions of Section 4.4(b) of the Indenture;
- (g) The costs referred to in paragraph (b) above are appropriate for the expenditure of proceeds of the Bonds under the Act; and
- (h) The vendors and the amount paid and/or to be paid to each and copies of invoices paid and/or to be paid with copies of checks used for any previously made payment and, if a vendor is an unincorporated entity, the taxpayer identification number for such vendor, are attached hereto on **Schedule A**.

The approval of the Redevelopment Commission President is required to draw down funds.

Request #4  
February 2025

In accordance with the provisions of the Indenture, each of the Bond Purchaser and the Company has caused this Written Request to be signed on its behalf this 12th day of February, 2025.

HOLLIDAY FARMS SL REAL ESTATE, LLC, as  
Company

By:  \_\_\_\_\_

Its: Managing Member

APPROVED

ZIONSVILLE REDEVELOPMENT  
COMMISSION

\_\_\_\_\_  
President

cc: Town of Zionsville, Indiana

Request #4  
February 2025

SCHEDULE A

Amounts set forth herein have been paid, or are requested to be paid as part of this Written Request, by the Company for Costs of Construction.

|                   |               |                                      |                                                                      |
|-------------------|---------------|--------------------------------------|----------------------------------------------------------------------|
| Feb-25            |               |                                      |                                                                      |
| Invoice #         | Amount        | Status                               | Description                                                          |
| Application No. 5 | \$ 104,307.82 | Not yet paid; Pay directly to Vendor | Surveying, Pavement, Striping, Irrigation, Earthwork, Contractor Fee |
| Application No. 6 | \$ 2,768.88   | Not yet paid; Pay directly to Vendor | Surveying, Bioswale, Contractor Fee                                  |
|                   | \$ 107,076.70 |                                      |                                                                      |



# Payment Request Summary

## To Owner:

Holliday Farms SL Real Estate, LLC  
8620 Nealy Lane  
Edwardsville, IL 62025

## Project:

Holliday Farms Sr. Living - TIF  
3911 S. US 421  
Zionsville, IN 46077

## Application No.:

5

## Application Date:

11.30.24

## Period To:

11.30.24

## Project No.:

24-003-002B

## Contract Date:

6.28.2024

## Contract For:

## Copies to:

|   |                    |
|---|--------------------|
| 0 | Owner              |
| 0 | Architect          |
| 1 | General Contractor |
| 0 | Subcontractor      |

## From Contractor:

Avenue Construction, Inc  
8453 Keystone Crossing Blvd., Suite 140  
Indianapolis, IN 46240

## Architect:

Vessel architecture  
600 Emerson Rd., Suite 401  
St. Louis, MO 63141

## Subcontract/PO #:

## Contractor's Payment Request

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

A Detail Sheet is attached.

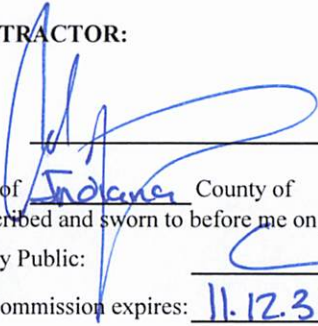
|                                                                                  |                |
|----------------------------------------------------------------------------------|----------------|
| 1. Original Contract Sum                                                         | \$1,950,000.00 |
| 2. Net change by Change Orders                                                   | \$0.00         |
| 3. Contract Sum to Date (Line 1 + 2)                                             | \$1,950,000.00 |
| 4. Total Completed & Stored<br>(Column K on Detail Sheet)                        | \$1,754,588.65 |
| 5. Retainage                                                                     |                |
| a. 10.00% of Completed Work                                                      | \$175,458.88   |
| (Column K on Continuation)                                                       |                |
| Total Retainage (Line 5a)                                                        | \$175,458.88   |
| 6. Total Earned Less Retainage (Line 4 Less Line 5's Total)                      | \$1,579,129.77 |
| 7. Less Previous Certificates for Payment<br>(Line 6 from prior Payment Request) | \$1,474,821.95 |
| 8. Current Payment Due                                                           | \$104,307.82   |
| 8a. Current Completed Including Retainage                                        | \$115,897.58   |
| 8b. Retainage Being Held This Period                                             | \$11,589.76    |
| 9. Balance to Finish Including Retainage Being Held<br>(Line 3 less Line 6)      | \$370,870.23   |

| Change Order Summary              | Additions | Deductions |
|-----------------------------------|-----------|------------|
| Total approved in previous months | \$0.00    | \$0.00     |
| Total approved this month         | \$0.00    | \$0.00     |
| Totals                            | \$0.00    | \$0.00     |
| Net Changes by Change Order       | \$0.00    |            |

## Contractor's Certificate for Payment

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

## CONTRACTOR:

By: 

Date: 12.6.24

State of Indiana County of Morgan

Subscribed and sworn to before me on: 12.6.24

Notary Public:

My Commission expires: 11.12.31

KRISTIN LYNN LAU  
Notary Public - Seal  
Hamilton County - State of Indiana  
Commission Number NP0752756  
My Commission Expires Nov 12, 2031

## Architect's Certificate for Payment

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

Amount Certified \$

(Attach explanation if amount certified differs from the amount applied.)

ARCHITECT:

Vessel architecture

By: \_\_\_\_\_

Date: \_\_\_\_\_

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

# Application for Payment Continuation Sheet

CONTRACTOR NAME: Avenue Construction, Inc  
 APPLICATION NO: 5  
 APPLICATION DATE: 11.30.24  
 PERIOD TO: 11.30.24  
 CRG PROJECT NO: 24-003-002B  
 PROJECT NAME: Holliday Farms Sr. Living - TIF

| A        | B | C | D                                | E               | F                              | G                             | H                                | I           | J                                                                     | K                                          | L                | M                       | N              |
|----------|---|---|----------------------------------|-----------------|--------------------------------|-------------------------------|----------------------------------|-------------|-----------------------------------------------------------------------|--------------------------------------------|------------------|-------------------------|----------------|
| ITEM NO. |   |   | DESCRIPTION OF WORK              | CONTRACT AMOUNT | TOTAL OF CHANGE ORDERS TO DATE | CURRENT SCHEDULED VALUE (E+F) | WORK COMPLETED                   |             | MATERIALS PRESENTLY STORED (NOT IN H OR I) (Move to I when installed) | TOTAL COMPLETED AND STORED TO DATE (H+I+J) | % COMPLETE (K/G) | BALANCE TO FINISH (G-K) | RETAINAGE HELD |
|          |   |   |                                  |                 |                                |                               | FROM PREVIOUS APPLICATIONS (H+I) | THIS PERIOD |                                                                       |                                            |                  |                         |                |
| 1        |   |   | <u>US 421</u>                    |                 | \$0.00                         | \$0.00                        |                                  | \$0.00      |                                                                       | \$0.00                                     | 0.00%            | \$0.00                  | \$0.00         |
| 2        |   |   | General Liability                | \$ 1,351.07     | \$0.00                         | \$1,351.07                    | \$1,351.07                       | \$0.00      |                                                                       | \$1,351.07                                 | 100.00%          | (\$0.00)                | \$135.11       |
| 3        |   |   | Contractors Fee                  | \$ 18,789.97    | \$0.00                         | \$18,789.97                   | \$15,031.97                      | \$3,758.00  |                                                                       | \$18,789.97                                | 100.00%          | (\$0.00)                | \$1,879.00     |
| 4        |   |   | <b>Professional Services</b>     |                 | \$0.00                         | \$0.00                        |                                  | \$0.00      |                                                                       | \$0.00                                     | 0.00%            | \$0.00                  | \$0.00         |
| 5        |   |   | Survey & Layout                  | \$ 5,000.00     | \$0.00                         | \$5,000.00                    |                                  | \$2,159.50  |                                                                       | \$2,159.50                                 | 43.19%           | \$2,840.50              | \$215.95       |
| 6        |   |   | Material Testing                 | \$ 9,164.00     | \$0.00                         | \$9,164.00                    | \$523.79                         | \$1,449.08  |                                                                       | \$1,972.87                                 | 21.53%           | \$7,191.13              | \$197.29       |
| 3000     |   |   | <b>Concrete</b>                  |                 | \$0.00                         | \$0.00                        |                                  | \$0.00      |                                                                       | \$0.00                                     | 0.00%            | \$0.00                  | \$0.00         |
| 3100     |   |   | Site Concrete                    | \$15,301.25     | \$0.00                         | \$15,301.25                   | \$15,301.25                      | \$0.00      |                                                                       | \$15,301.25                                | 100.00%          | \$0.00                  | \$1,530.13     |
| 31000    |   |   | <b>Earthwork &amp; Utilities</b> |                 | \$0.00                         | \$0.00                        |                                  | \$0.00      |                                                                       | \$0.00                                     | 0.00%            | \$0.00                  | \$0.00         |
| 31111    |   |   | Earthwork                        | \$ 136,032.00   | \$0.00                         | \$136,032.00                  | \$88,000.00                      | \$30,000.00 |                                                                       | \$118,000.00                               | 86.74%           | \$18,032.00             | \$11,800.00    |
| 31120    |   |   | Lime Stabalization               | \$ 27,679.00    | \$0.00                         | \$27,679.00                   | \$27,679.00                      | \$0.00      |                                                                       | \$27,679.00                                | 100.00%          | \$0.00                  | \$2,767.90     |
| 31130    |   |   | Traffic Control                  | \$ 13,000.00    | \$0.00                         | \$13,000.00                   | \$13,000.00                      | \$0.00      |                                                                       | \$13,000.00                                | 100.00%          | \$0.00                  | \$1,300.00     |
| 32000    |   |   | <b>Exterior Improvements</b>     |                 | \$0.00                         | \$0.00                        |                                  | \$0.00      |                                                                       | \$0.00                                     | 0.00%            | \$0.00                  | \$0.00         |
| 32100    |   |   | Asphalt Paving                   |                 | \$0.00                         | \$0.00                        |                                  | \$0.00      |                                                                       | \$0.00                                     | 0.00%            | \$0.00                  | \$0.00         |
| 32101    |   |   | <b>Base and Binder</b>           | \$92,203.73     | \$0.00                         | \$92,203.73                   | \$92,203.73                      | \$0.00      |                                                                       | \$92,203.73                                | 100.00%          | \$0.00                  | \$9,220.37     |
| 32102    |   |   | <b>Topcoat</b>                   | \$18,553.70     | \$0.00                         | \$18,553.70                   | \$18,553.70                      | \$0.00      |                                                                       | \$18,553.70                                | 100.00%          | \$0.00                  | \$1,855.37     |
| 32103    |   |   | <b>Stone Shoulder</b>            | \$16,705.00     | \$0.00                         | \$16,705.00                   |                                  | \$16,705.00 |                                                                       | \$16,705.00                                | 100.00%          | \$0.00                  | \$1,670.50     |
| 32104    |   |   | <b>Striping</b>                  | \$35,000.00     | \$0.00                         | \$35,000.00                   |                                  | \$35,000.00 |                                                                       | \$35,000.00                                | 100.00%          | \$0.00                  | \$3,500.00     |
| 32200    |   |   | Landscaping and Irrigation       | \$ 3,195.00     | \$0.00                         | \$3,195.00                    |                                  | \$0.00      |                                                                       | \$0.00                                     | 0.00%            | \$3,195.00              | \$0.00         |
| 7        |   |   | <u>Access Road</u>               |                 | \$0.00                         | \$0.00                        |                                  | \$0.00      |                                                                       | \$0.00                                     | 0.00%            | \$0.00                  | \$0.00         |
| 8        |   |   | General Liability                | \$ 2,512.50     | \$0.00                         | \$2,512.50                    | \$2,512.50                       | \$0.00      |                                                                       | \$2,512.50                                 | 100.00%          | \$0.00                  | \$251.25       |
| 9        |   |   | Contractors Fee                  | \$34,390.25     | \$0.00                         | \$34,390.25                   | \$27,512.20                      | \$5,506.00  |                                                                       | \$33,018.20                                | 96.01%           | \$1,372.05              | \$3,301.82     |
| 10       |   |   | <b>Professional Services</b>     |                 | \$0.00                         | \$0.00                        |                                  | \$0.00      |                                                                       | \$0.00                                     | 0.00%            | \$0.00                  | \$0.00         |
| 11       |   |   | Survey & Layout                  | \$ 7,000.00     | \$0.00                         | \$7,000.00                    | \$1,615.50                       | \$0.00      |                                                                       | \$1,615.50                                 | 23.08%           | \$5,384.50              | \$161.55       |
| 12       |   |   | Material Testing                 | \$5,950.00      | \$0.00                         | \$5,950.00                    | \$523.79                         | \$0.00      |                                                                       | \$523.79                                   | 8.80%            | \$5,426.21              | \$52.38        |
| 3300     |   |   | <b>Concrete</b>                  |                 | \$0.00                         | \$0.00                        |                                  | \$0.00      |                                                                       | \$0.00                                     | 0.00%            | \$0.00                  | \$0.00         |
| 3400     |   |   | Site Concrete                    | \$ 42,755.00    | \$0.00                         | \$42,755.00                   | \$36,949.38                      | \$0.00      |                                                                       | \$36,949.38                                | 86.42%           | \$5,805.62              | \$3,694.94     |
| 12000    |   |   | <b>Monument Sign</b>             | \$ 9,484.00     | \$0.00                         | \$9,484.00                    |                                  | \$0.00      |                                                                       | \$0.00                                     | 0.00%            | \$9,484.00              | \$0.00         |
| 26000    |   |   | <b>Electrical</b>                |                 | \$0.00                         | \$0.00                        |                                  | \$0.00      |                                                                       | \$0.00                                     | 0.00%            | \$0.00                  | \$0.00         |
| 26100    |   |   | Electrical                       | \$ 59,650.00    | \$0.00                         | \$59,650.00                   | \$5,965.00                       | \$0.00      |                                                                       | \$5,965.00                                 | 10.00%           | \$53,685.00             | \$596.50       |
| 31200    |   |   | <b>Earthwork &amp; Utilities</b> |                 | \$0.00                         | \$0.00                        |                                  | \$0.00      |                                                                       | \$0.00                                     | 0.00%            | \$0.00                  | \$0.00         |
| 31211    |   |   | Earthwork                        | \$ 109,045.53   | \$0.00                         | \$109,045.53                  | \$109,045.53                     | \$0.00      |                                                                       | \$109,045.53                               | 100.00%          | \$0.00                  | \$10,904.55    |
| 31220    |   |   | Construction Entrance            | \$19,500.00     | \$0.00                         | \$19,500.00                   | \$19,500.00                      | \$0.00      |                                                                       | \$19,500.00                                | 100.00%          | \$0.00                  | \$1,950.00     |
| 31230    |   |   | Storm Sewer - Material           | \$94,927.50     | \$0.00                         | \$94,927.50                   | \$94,927.50                      | \$0.00      |                                                                       | \$94,927.50                                | 100.00%          | \$0.00                  | \$9,492.75     |
| 31231    |   |   | Storm Sewer - Labor              | \$39,962.50     | \$0.00                         | \$39,962.50                   | \$39,962.50                      | \$0.00      |                                                                       | \$39,962.50                                | 100.00%          | \$0.00                  | \$3,996.25     |
| 31240    |   |   | Lime Stabalization               | \$ 17,449.00    | \$0.00                         | \$17,449.00                   | \$17,449.00                      | \$0.00      |                                                                       | \$17,449.00                                | 100.00%          | \$0.00                  | \$1,744.90     |
| 32300    |   |   | <b>Exterior Improvements</b>     |                 | \$0.00                         | \$0.00                        |                                  | \$0.00      |                                                                       | \$0.00                                     | 0.00%            | \$0.00                  | \$0.00         |
| 32400    |   |   | Asphalt Paving                   |                 | \$0.00                         | \$0.00                        |                                  | \$0.00      |                                                                       | \$0.00                                     | 0.00%            | \$0.00                  | \$0.00         |
| 32401    |   |   | <b>Grading and Stone</b>         | \$52,782.10     | \$0.00                         | \$52,782.10                   | \$52,782.10                      | \$0.00      |                                                                       | \$52,782.10                                | 100.00%          | \$0.00                  | \$5,278.21     |
| 32402    |   |   | <b>Base and Binder</b>           | \$43,606.56     | \$0.00                         | \$43,606.56                   | \$43,606.56                      | \$0.00      |                                                                       | \$43,606.56                                | 100.00%          | \$0.00                  | \$4,360.66     |
| 32403    |   |   | <b>Topcoat</b>                   | \$29,770.35     | \$0.00                         | \$29,770.35                   |                                  | \$0.00      |                                                                       | \$0.00                                     | 0.00%            | \$29,770.35             | \$0.00         |
| 32500    |   |   | Landscaping and Irrigation       | \$1,875.00      | \$0.00                         | \$1,875.00                    |                                  | \$0.00      |                                                                       | \$0.00                                     | 0.00%            | \$1,875.00              | \$0.00         |
| 32505    |   |   | Landscaping                      | \$ 5,631.00     | \$0.00                         | \$5,631.00                    |                                  | \$0.00      |                                                                       | \$0.00                                     | 0.00%            | \$5,631.00              | \$0.00         |
|          |   |   | Irrigation Sleeves               | \$ 1,320.00     | \$0.00                         | \$1,320.00                    |                                  | \$1,320.00  |                                                                       | \$1,320.00                                 | 100.00%          | \$0.00                  | \$132.00       |



## Application for Payment Continuation Sheet

CONTRACTOR NAME: Avenue Construction, Inc  
 APPLICATION NO: 5  
 APPLICATION DATE: 11.30.24  
 PERIOD TO: 11.30.24  
 CRG PROJECT NO: 24-003-002B  
 PROJECT NAME: Holliday Farms Sr. Living - TIF

| A             | B | C | D                         | E               | F                              | G                             | H                                | I           | J                                                                     | K                                          | L                | M                       | N              |
|---------------|---|---|---------------------------|-----------------|--------------------------------|-------------------------------|----------------------------------|-------------|-----------------------------------------------------------------------|--------------------------------------------|------------------|-------------------------|----------------|
| ITEM NO.      |   |   | DESCRIPTION OF WORK       | CONTRACT AMOUNT | TOTAL OF CHANGE ORDERS TO DATE | CURRENT SCHEDULED VALUE (E+F) | WORK COMPLETED                   |             | MATERIALS PRESENTLY STORED (NOT IN H OR I) (Move to I when installed) | TOTAL COMPLETED AND STORED TO DATE (H+I+J) | % COMPLETE (K/G) | BALANCE TO FINISH (G-K) | RETAINAGE HELD |
|               |   |   |                           |                 |                                |                               | FROM PREVIOUS APPLICATIONS (H+I) | THIS PERIOD |                                                                       |                                            |                  |                         |                |
| 32510         |   |   | Irrigation                | \$13,050.00     | \$0.00                         | \$13,050.00                   |                                  | \$0.00      |                                                                       | \$0.00                                     | 0.00%            | \$13,050.00             | \$0.00         |
|               |   |   | Backflow Enclosure Box    | \$4,232.21      | \$0.00                         | \$4,232.21                    |                                  | \$0.00      |                                                                       | \$0.00                                     | 0.00%            | \$4,232.21              | \$0.00         |
| 32520         |   |   | Bio Swale                 | \$19,572.00     | \$0.00                         | \$19,572.00                   |                                  | \$0.00      |                                                                       | \$0.00                                     | 0.00%            | \$19,572.00             | \$0.00         |
| 31300         |   |   | Other                     |                 | \$0.00                         | \$0.00                        |                                  | \$0.00      |                                                                       | \$0.00                                     | 0.00%            | \$0.00                  | \$0.00         |
| 31311         |   |   | Erosion Control           | \$16,025.00     | \$0.00                         | \$16,025.00                   | \$16,025.00                      | \$0.00      |                                                                       | \$16,025.00                                | 100.00%          | \$0.00                  | \$1,602.50     |
| 31320         |   |   | Pond Excavation           | \$129,008.00    | \$0.00                         | \$129,008.00                  | \$129,008.00                     | \$0.00      |                                                                       | \$129,008.00                               | 100.00%          | \$0.00                  | \$12,900.80    |
| 31330         |   |   | Sanitary Sewer - Material | \$112,190.00    | \$0.00                         | \$112,190.00                  | \$112,190.00                     | \$0.00      |                                                                       | \$112,190.00                               | 100.00%          | \$0.00                  | \$11,219.00    |
| 31331         |   |   | Sanitary Sewer - Labor    | \$93,242.00     | \$0.00                         | \$93,242.00                   | \$73,242.00                      | \$20,000.00 |                                                                       | \$93,242.00                                | 100.00%          | \$0.00                  | \$9,324.20     |
| 31340         |   |   | Storm Sewer - Material    | \$384,142.50    | \$0.00                         | \$384,142.50                  | \$384,142.50                     | \$0.00      |                                                                       | \$384,142.50                               | 100.00%          | \$0.00                  | \$38,414.25    |
| 31341         |   |   | Storm Sewer - Labor       | \$164,632.50    | \$0.00                         | \$164,632.50                  | \$164,632.50                     | \$0.00      |                                                                       | \$164,632.50                               | 100.00%          | \$0.00                  | \$16,463.25    |
| 15            |   |   | GC Fee on the other Items | \$44,319.79     | \$0.00                         | \$44,319.79                   | \$35,455.00                      | \$0.00      |                                                                       | \$35,455.00                                | 80.00%           | \$8,864.79              | \$3,545.50     |
| CHANGE ORDERS |   |   |                           |                 |                                |                               |                                  |             |                                                                       |                                            |                  |                         |                |
|               |   |   |                           |                 | \$0.00                         | \$0.00                        |                                  | \$0.00      |                                                                       | \$0.00                                     | 0.00%            | \$0.00                  | \$0.00         |
| Total         |   |   |                           | 1,950,000.00    | 0.00                           | 1,950,000.00                  | 1,638,691.07                     | 115,897.58  | 0.00                                                                  | 1,754,588.65                               | 89.98%           | 195,411.35              | 175,458.88     |



**AFFIDAVIT, RELEASE AND WAIVER OF LIEN**

☒ **PARTIAL**

☐ **FINAL**

I, Adam Filler being duly sworn, state that Avenue Construction, Inc. has contracted with  
(Name, Please Print) (General Contractor)

Holiday Farms SL Real Estate, LLC. to furnish certain materials and/or labor for the following: Job No: 24-03-002

App. No: 5 known as Holiday Farms Sr. Living – TIF 3605 S. US. 421, Zionsville, IN 46077, for

which Avenue Construction, Inc. serves as general contractor, and does hereby further state:

**AFFIDAVIT**

☒ **PARTIAL WAIVER** There is due from Holiday Farms Sr. Living – TIF, the sum of: \$104,307.82

☐ Receipt of which is hereby acknowledged (unconditional waiver); or

☒ The payment of which has been promised as the sole consideration of this Affidavit, Release and Partial Waiver of Lien which is given solely with respect to said amount and is effective upon receipt of such payment (conditional waiver).

☐ **FINAL WAIVER** The final balance due from Holiday Farms Sr. Living – TIF, is the sum of:  
\$ \_\_\_\_\_

☐ Receipt of which is hereby acknowledged (unconditional waiver); or

☐ The payment of which has been promised as the sole consideration of this Affidavit, Release and Partial Waiver of Lien which shall become effective upon receipt of such payment (conditional waiver).

**THEREFORE**, the undersigned waives and releases unto Holiday Farms SL Real Estate, LLC, ("Owner"), as owner of the project and the real estate on which it is located, any and all liens or claims whatsoever on the above-described property and improvements thereon on account of labor, material and/or services provided by the undersigned, subject to the limitations or conditions expressed herein, if any; and further releases claims of any nature against the Owner. The undersigned further certifies that all parties who have provided labor, materials and/or services for said work have been fully paid, or will be fully paid out of the payment contemplated herein, if any, such that no other party has or shall have any claim or right to a lien on account of labor, materials and/or services provided to the undersigned for said project and within the scope of this Affidavit, Release and Waiver of Lien.

**I SWEAR OR AFFIRM UNDER THE PENALTIES FOR PERJURY THAT THE FOREGOING STATEMENTS ARE TRUE TO THE BEST OF MY KNOWLEDGE.**

Avenue Construction Inc  
(General Contractor)

[Signature]  
(Representative Signature)

President  
(Title, please print)

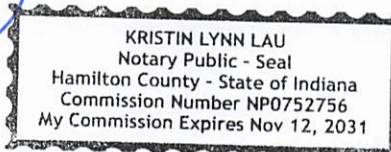
STATE OF: Indiana

Subscribed and sworn to before me this  
6th day of December, 2024  
(Day) (Month) (Year)

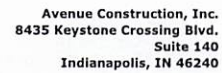
COUNTY OF: Marion

Notary Public: [Signature]

Commission Expires: 11-12-31







Page 1 of 1





**AFFIDAVIT, RELEASE AND WAIVER OF LIEN**

☒ **PARTIAL**

☐ **FINAL**

I, Filson Enayawee Co. Inc. being duly sworn, state that Filson Enayawee Co. Inc. has contracted with  
(Name, Please Print) (Contractor)

Avenue Construction, Inc. to furnish certain materials and/or labor for the following: Job No: 23-03-001

App. No: 2412-5 known as Holiday Farms Sr. Living - INDOT 3605 S. US. 421, Zionsville, IN 46077, for

which Avenue Construction, Inc. serves as general contractor, and do hereby further state on behalf of the  
aforementioned:

Subcontractor/Supplier:

**AFFIDAVIT**

- ☒ **PARTIAL WAIVER** There is due from Avenue Construction, Inc. the sum of: \$ 45,000.00  
☐ Receipt of which is hereby acknowledged (unconditional waiver); or  
☒ The payment of which has been promised as the sole consideration of this Affidavit, Release and Partial  
Waiver of Lien which is given solely with respect to said amount and is effective upon receipt of such  
payment (conditional waiver).

☐ **FINAL WAIVER** The final balance due from Avenue Construction, Inc. is the sum of:  
\$ \_\_\_\_\_

- ☐ Receipt of which is hereby acknowledged (unconditional waiver); or  
☐ The payment of which has been promised as the sole consideration of this Affidavit, Release and Partial  
Waiver of Lien which shall become effective upon receipt of such payment (conditional waiver).

**THEREFORE**, the undersigned waives and releases unto Holiday Farms SL Real Estate, LCC ("Owner"),  
as owner of the project and the real estate on which it is located, any and all liens or claims whatsoever on  
the above-described property and improvements thereon on account of labor, material and/or services  
provided by the undersigned, subject to the limitations or conditions expressed herein, if any; and further  
releases claims of any nature against the Owner. The undersigned further certifies that all parties who have  
provided labor, materials and/or services for said work have been fully paid, or will be fully paid out of the  
payment contemplated herein, if any, such that no other party has or shall have any claim or right to a lien  
on account of labor, materials and/or services provided to the undersigned for said project and within the  
scope of this Affidavit, Release and Waiver of Lien.

**I SWEAR OR AFFIRM UNDER THE PENALTIES FOR PERJURY THAT THE FOREGOING  
STATEMENTS ARE TRUE TO THE BEST OF MY KNOWLEDGE.**

Filson Enayawee Co. Inc.  
(Contractor Name)

[Signature]  
(Representative Signature)

PAOS  
(Title, please print)

STATE OF: IN

COUNTY OF: Hamilton

Notary Public: [Signature]

Subscribed and sworn to before me this  
22 day of Nov, 2024  
(Day) (Month) (Year)

Commission Expires: \_\_\_\_\_  
NOTARY PUBLIC

**SEAL**  
HAMILTON COUNTY STATE OF INDIANA  
MY COMMISSION EXPIRES APRIL 27, 2032  
COMMISSION NO. 682753



**AFFIDAVIT, RELEASE AND WAIVER OF LIEN**

☒ **PARTIAL**

☐ **FINAL**

I, Charlie Thomas being duly sworn, state that Weihe Engineers, Inc has contracted with  
(Name, Please Print) (Contractor)

Avenue Construction, Inc. to furnish certain materials and/or labor for the following: Job No: 23-03-001

App. No: 2 known as Holiday Farms Sr. Living – Building 3605 S. US. 421, Zionsville, IN 46077, for  
which Avenue Construction, Inc. serves as general contractor, and do hereby further state on behalf of  
the aforementioned:

Subcontractor/Supplier:

**AFFIDAVIT**

☒ **PARTIAL WAIVER** There is due from Avenue Construction, Inc. the sum of: \$ 2,159.50

☐ Receipt of which is hereby acknowledged (unconditional waiver); or

☒ The payment of which has been promised as the sole consideration of this Affidavit, Release and Partial  
Waiver of Lien which is given solely with respect to said amount and is effective upon receipt of such  
payment (conditional waiver).

☐ **FINAL WAIVER** The final balance due from Avenue Construction, Inc. is the sum of:  
\$ \_\_\_\_\_

☐ Receipt of which is hereby acknowledged (unconditional waiver); or

☐ The payment of which has been promised as the sole consideration of this Affidavit, Release and Partial  
Waiver of Lien which shall become effective upon receipt of such payment (conditional waiver).

**THEREFORE**, the undersigned waives and releases unto Holiday Farms SL Real Estate, LCC ("Owner"),  
as owner of the project and the real estate on which it is located, any and all liens or claims whatsoever on  
the above-described property and improvements thereon on account of labor, material and/or services  
provided by the undersigned, subject to the limitations or conditions expressed herein, if any; and further  
releases claims of any nature against the Owner. The undersigned further certifies that all parties who have  
provided labor, materials and/or services for said work have been fully paid, or will be fully paid out of the  
payment contemplated herein, if any, such that no other party has or shall have any claim or right to a lien  
on account of labor, materials and/or services provided to the undersigned for said project and within the  
scope of this Affidavit, Release and Waiver of Lien.

**I SWEAR OR AFFIRM UNDER THE PENALTIES FOR PERJURY THAT THE FOREGOING  
STATEMENTS ARE TRUE TO THE BEST OF MY KNOWLEDGE.**

Weihe Engineers, Inc  
(Contractor Name)

[Signature]  
(Representative Signature)

VP, Land Surveying  
(Title, please print)

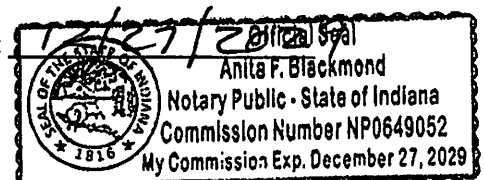
STATE OF: IN

COUNTY OF: Hamilton

Subscribed and sworn to before me this  
19<sup>th</sup> day of NOV, 2024  
(Day) (Month) (Year)

Notary Public: Anita F. Blackmond

Commission Expires: 12/27/2029





**AFFIDAVIT, RELEASE AND WAIVER OF LIEN**

☐ PARTIAL ☐ FINAL

I, Mark Herber being duly sworn, state that Alt & Witzig Engineering, Inc. has  
contracted with  
(Name, Please Print) (Contractor)

Avenue Construction, Inc. to furnish certain materials and/or labor for the following: Job No: 23-03-001  
App. No: 1 known as Holiday Farms Sr. Living – INDOT 3605 S. US. 421, Zionsville, IN 46077, for  
which Avenue Construction, Inc. serves as general contractor, and do hereby further state on behalf of the  
aforementioned:

Subcontractor/Supplier:

***AFFIDAVIT***

☒ **PARTIAL WAIVER** There is due from Avenue Construction, Inc. the sum of: \$ 1,449.08

☐ Receipt of which is hereby acknowledged (unconditional waiver); or

☒ The payment of which has been promised as the sole consideration of this Affidavit, Release and Partial  
Waiver of Lien which is given solely with respect to said amount and is effective upon receipt of such  
payment (conditional waiver).

☐ **FINAL WAIVER** The final balance due from Avenue Construction, Inc. is the sum of:  
\$ \_\_\_\_\_

☐ Receipt of which is hereby acknowledged (unconditional waiver); or

☐ The payment of which has been promised as the sole consideration of this Affidavit, Release and Partial  
Waiver of Lien which shall become effective upon receipt of such payment (conditional waiver).

**THEREFORE**, the undersigned waives and releases unto Holiday Farms SL Real Estate, LCC (“Owner”),  
as owner of the project and the real estate on which it is located, any and all liens or claims whatsoever on  
the above-described property and improvements thereon on account of labor, material and/or services  
provided by the undersigned, subject to the limitations or conditions expressed herein, if any; and further  
releases claims of any nature against the Owner. The undersigned further certifies that all parties who have  
provided labor, materials and/or services for said work have been fully paid, or will be fully paid out of the  
payment contemplated herein, if any, such that no other party has or shall have any claim or right to a lien  
on account of labor, materials and/or services provided to the undersigned for said project and within the  
scope of this Affidavit, Release and Waiver of Lien.

**I SWEAR OR AFFIRM UNDER THE PENALTIES FOR PERJURY THAT THE FOREGOING  
STATEMENTS ARE TRUE TO THE BEST OF MY KNOWLEDGE.**

Alt & Witzig  
(Contractor Name)

[Signature]  
(Representative Signature)

Sr. Project Manager  
(Title, please print)

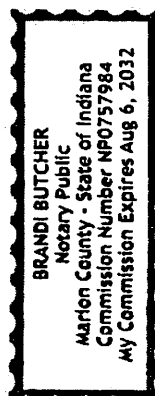
STATE OF: Indiana

COUNTY OF: Hamilton

Notary Public: Brandi Butcher

Subscribed and sworn to before me this  
20<sup>th</sup> day of November, 2024  
(Day) (Month) (Year)

Commission Expires: 08/06/32





**AFFIDAVIT, RELEASE AND WAIVER OF LIEN**

☒ **PARTIAL** ☐ **FINAL**

I, William A. Shvmaier being duly sworn, state that Globe Asphalt Paving has contracted with  
(Name, Please Print) (Contractor)

Avenue Construction, Inc. to furnish certain materials and/or labor for the following: Job No: 23-03-001

App. No: \_\_\_\_ known as Holiday Farms Sr. Living – INDOT 3605 S. US. 421, Zionsville, IN 46077, for  
which Avenue Construction, Inc. serves as general contractor, and do hereby further state on behalf of the  
aforementioned:

Subcontractor/Supplier:

**AFFIDAVIT**

☒ **PARTIAL WAIVER** There is due from Avenue Construction, Inc. the sum of: \$ 46534.50

☐ Receipt of which is hereby acknowledged (unconditional waiver); or

☒ The payment of which has been promised as the sole consideration of this Affidavit, Release and Partial Waiver of Lien which is given solely with respect to said amount and is effective upon receipt of such payment (conditional waiver).

☐ **FINAL WAIVER** The final balance due from Avenue Construction, Inc. is the sum of:  
\$ \_\_\_\_\_

☐ Receipt of which is hereby acknowledged (unconditional waiver); or

☐ The payment of which has been promised as the sole consideration of this Affidavit, Release and Partial Waiver of Lien which shall become effective upon receipt of such payment (conditional waiver).

**THEREFORE**, the undersigned waives and releases unto Holiday Farms SL Real Estate, LCC ("Owner"), as owner of the project and the real estate on which it is located, any and all liens or claims whatsoever on the above-described property and improvements thereon on account of labor, material and/or services provided by the undersigned, subject to the limitations or conditions expressed herein, if any; and further releases claims of any nature against the Owner. The undersigned further certifies that all parties who have provided labor, materials and/or services for said work have been fully paid, or will be fully paid out of the payment contemplated herein, if any, such that no other party has or shall have any claim or right to a lien on account of labor, materials and/or services provided to the undersigned for said project and within the scope of this Affidavit, Release and Waiver of Lien.

**I SWEAR OR AFFIRM UNDER THE PENALTIES FOR PERJURY THAT THE FOREGOING STATEMENTS ARE TRUE TO THE BEST OF MY KNOWLEDGE.**

Globe Asphalt Paving  
(Contractor Name)

Will Shvmaier  
(Representative Signature)

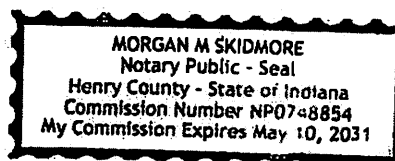
President  
(Title, please print)

STATE OF: Indiana

Subscribed and sworn to before me this  
27th day of November, 2024  
(Day) (Month) (Year)

COUNTY OF: Marion

Notary Public: [Signature] Commission Expires: May 10, 2031







# AFFIDAVIT, RELEASE AND WAIVER OF LIEN

☒ PARTIAL ☐ FINAL

I, Scott Ruble being duly sworn, state that Ruble Outdoor Concepts, Inc. has contracted with  
(Name, Please Print) (Contractor)

Avenue Construction, Inc. to furnish certain materials and/or labor for the following: Job No: 23-03-001

App. No: 001 known as Holiday Farms Sr. Living – INDOT 3605 S. US. 421, Zionsville, IN 46077, for

which Avenue Construction, Inc. serves as general contractor, and do hereby further state on behalf of the  
aforementioned:

Subcontractor/Supplier:

## AFFIDAVIT

☒ **PARTIAL WAIVER** There is due from Avenue Construction, Inc. the sum of: \$ 1,188.00

☐ Receipt of which is hereby acknowledged (unconditional waiver); or

☒ The payment of which has been promised as the sole consideration of this Affidavit, Release and Partial  
Waiver of Lien which is given solely with respect to said amount and is effective upon receipt of such  
payment (conditional waiver).

☐ **FINAL WAIVER** The final balance due from Avenue Construction, Inc. is the sum of:  
\$ \_\_\_\_\_

☐ Receipt of which is hereby acknowledged (unconditional waiver); or

☐ The payment of which has been promised as the sole consideration of this Affidavit, Release and Partial  
Waiver of Lien which shall become effective upon receipt of such payment (conditional waiver).

**THEREFORE**, the undersigned waives and releases unto Holiday Farms SL Real Estate, LCC ("Owner"),  
as owner of the project and the real estate on which it is located, any and all liens or claims whatsoever on  
the above-described property and improvements thereon on account of labor, material and/or services  
provided by the undersigned, subject to the limitations or conditions expressed herein, if any; and further  
releases claims of any nature against the Owner. The undersigned further certifies that all parties who have  
provided labor, materials and/or services for said work have been fully paid, or will be fully paid out of the  
payment contemplated herein, if any, such that no other party has or shall have any claim or right to a lien  
on account of labor, materials and/or services provided to the undersigned for said project and within the  
scope of this Affidavit, Release and Waiver of Lien.

**I SWEAR OR AFFIRM UNDER THE PENALTIES FOR PERJURY THAT THE FOREGOING  
STATEMENTS ARE TRUE TO THE BEST OF MY KNOWLEDGE.**

Ruble Outdoor Concepts, Inc.  
(Contractor Name)

[Signature]  
(Representative Signature)

President  
(Title, please print)

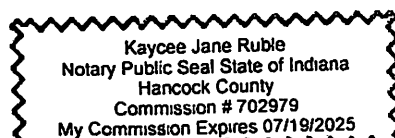
STATE OF: Indiana

Subscribed and sworn to before me this  
22nd day of November, 2024  
(Day) (Month) (Year)

COUNTY OF: Hancock

Notary Public: [Signature]

Commission Expires: 07/19/2025



# Payment Request Summary

## To Owner:

Holliday Farms SL Real Estate, LLC  
8620 Nealy Lane  
Edwardsville, IL 62025

## Project:

Holliday Farms Sr. Living - TIF  
3911 S. US 421  
Zionsville, IN 46077

## Application No.:

6

## Application Date:

12.31.24

## Period To:

12.31.24

## Project No.:

24-003-002B

## Contract Date:

6.28.2024

## Contract For:

## Copies to:

|   |                    |
|---|--------------------|
| 0 | Owner              |
| 0 | Architect          |
| 1 | General Contractor |
| 0 | Subcontractor      |

## From Contractor:

Avenue Construction, Inc  
8453 Keystone Crossing Blvd., Suite 140  
Indianapolis, IN 46240

## Architect:

Vessel architecture  
600 Emerson Rd., Suite 401  
St. Louis, MO 63141

## Subcontract/PO #:

## Contractor's Payment Request

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

A Detail Sheet is attached.

|                                                                                  |                |
|----------------------------------------------------------------------------------|----------------|
| 1. Original Contract Sum                                                         | \$1,950,000.00 |
| 2. Net change by Change Orders                                                   | \$0.00         |
| 3. Contract Sum to Date (Line 1 + 2)                                             | \$1,950,000.00 |
| 4. Total Completed & Stored<br>(Column K on Detail Sheet)                        | \$1,757,665.18 |
| 5. Retainage                                                                     |                |
| a. 10.00% of Completed Work<br>(Column K on Continuation)                        | \$175,766.53   |
| Total Retainage (Line 5a)                                                        | \$175,766.53   |
| 6. Total Earned Less Retainage (Line 4 Less Line 5's Total)                      | \$1,581,898.65 |
| 7. Less Previous Certificates for Payment<br>(Line 6 from prior Payment Request) | \$1,579,129.77 |
| 8. Current Payment Due                                                           | \$2,768.88     |
| 8a. Current Completed Including Retainage                                        | \$3,076.53     |
| 8b. Retainage Being Held This Period                                             | \$307.65       |
| 9. Balance to Finish Including Retainage Being Held<br>(Line 3 less Line 6)      | \$368,101.35   |

| Change Order Summary              | Additions | Deductions |
|-----------------------------------|-----------|------------|
| Total approved in previous months | \$0.00    | \$0.00     |
| Total approved this month         | \$0.00    | \$0.00     |
| Totals                            | \$0.00    | \$0.00     |
| Net Changes by Change Order       | \$0.00    |            |

## Contractor's Certificate for Payment

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

## CONTRACTOR:

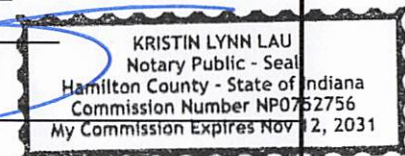
By:

Date: 01/03/25

State of Indiana County of Marion  
Subscribed and sworn to before me on: 1.3.25

Notary Public:

My Commission expires: 11.12.31



## Architect's Certificate for Payment

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

Amount Certified \$

(Attach explanation if amount certified differs from the amount applied.)

ARCHITECT:

Vessel architecture

By:

Date:

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

# Application for Payment Continuation Sheet

CONTRACTOR NAME: Avenue Construction, Inc  
 APPLICATION NO: 6  
 APPLICATION DATE: 12.31.24  
 PERIOD TO: 12.31.24  
 CRG PROJECT NO: 24-003-002B  
 PROJECT NAME: Holliday Farms Sr. Living - TIF

| A        | B | C | D                          | E               | F                              | G                             | H                                | I           | J                                                                     | K                                          | L                | M                       | N              |
|----------|---|---|----------------------------|-----------------|--------------------------------|-------------------------------|----------------------------------|-------------|-----------------------------------------------------------------------|--------------------------------------------|------------------|-------------------------|----------------|
| ITEM NO. |   |   | DESCRIPTION OF WORK        | CONTRACT AMOUNT | TOTAL OF CHANGE ORDERS TO DATE | CURRENT SCHEDULED VALUE (E+F) | WORK COMPLETED                   |             | MATERIALS PRESENTLY STORED (NOT IN H OR I) (Move to I when installed) | TOTAL COMPLETED AND STORED TO DATE (H+I+J) | % COMPLETE (K/G) | BALANCE TO FINISH (G-K) | RETAINAGE HELD |
|          |   |   |                            |                 |                                |                               | FROM PREVIOUS APPLICATIONS (H+I) | THIS PERIOD |                                                                       |                                            |                  |                         |                |
| 1        |   |   | <u>US 421</u>              |                 | \$0.00                         | \$0.00                        |                                  | \$0.00      |                                                                       | \$0.00                                     | 0.00%            | \$0.00                  | \$0.00         |
| 2        |   |   | General Liability          | \$ 1,351.07     | \$0.00                         | \$1,351.07                    | \$1,351.07                       | \$0.00      |                                                                       | \$1,351.07                                 | 100.00%          | (\$0.00)                | \$135.11       |
| 3        |   |   | Contractors Fee            | \$ 18,789.97    | \$0.00                         | \$18,789.97                   | \$18,789.97                      | \$0.00      |                                                                       | \$18,789.97                                | 100.00%          | (\$0.00)                | \$1,879.00     |
| 4        |   |   | Professional Services      |                 | \$0.00                         | \$0.00                        |                                  | \$0.00      |                                                                       | \$0.00                                     | 0.00%            | \$0.00                  | \$0.00         |
| 5        |   |   | Survey & Layout            | \$ 5,000.00     | \$0.00                         | \$5,000.00                    | \$2,159.50                       | \$367.02    |                                                                       | \$2,526.52                                 | 50.53%           | \$2,473.48              | \$252.65       |
| 6        |   |   | Material Testing           | \$ 9,164.00     | \$0.00                         | \$9,164.00                    | \$1,972.87                       | \$0.00      |                                                                       | \$1,972.87                                 | 21.53%           | \$7,191.13              | \$197.29       |
| 3000     |   |   | Concrete                   |                 | \$0.00                         | \$0.00                        |                                  | \$0.00      |                                                                       | \$0.00                                     | 0.00%            | \$0.00                  | \$0.00         |
| 3100     |   |   | Site Concrete              | \$15,301.25     | \$0.00                         | \$15,301.25                   | \$15,301.25                      | \$0.00      |                                                                       | \$15,301.25                                | 100.00%          | \$0.00                  | \$1,530.13     |
| 31000    |   |   | Earthwork & Utilities      |                 | \$0.00                         | \$0.00                        |                                  | \$0.00      |                                                                       | \$0.00                                     | 0.00%            | \$0.00                  | \$0.00         |
| 31111    |   |   | Earthwork                  | \$ 136,032.00   | \$0.00                         | \$136,032.00                  | \$118,000.00                     | \$0.00      |                                                                       | \$118,000.00                               | 86.74%           | \$18,032.00             | \$11,800.00    |
| 31120    |   |   | Lime Stabilization         | \$ 27,679.00    | \$0.00                         | \$27,679.00                   | \$27,679.00                      | \$0.00      |                                                                       | \$27,679.00                                | 100.00%          | \$0.00                  | \$2,767.90     |
| 31130    |   |   | Traffic Control            | \$ 13,000.00    | \$0.00                         | \$13,000.00                   | \$13,000.00                      | \$0.00      |                                                                       | \$13,000.00                                | 100.00%          | \$0.00                  | \$1,300.00     |
| 32000    |   |   | Exterior Improvements      |                 | \$0.00                         | \$0.00                        |                                  | \$0.00      |                                                                       | \$0.00                                     | 0.00%            | \$0.00                  | \$0.00         |
| 32100    |   |   | Asphalt Paving             |                 | \$0.00                         | \$0.00                        |                                  | \$0.00      |                                                                       | \$0.00                                     | 0.00%            | \$0.00                  | \$0.00         |
| 32101    |   |   | Base and Binder            | \$92,203.73     | \$0.00                         | \$92,203.73                   | \$92,203.73                      | \$0.00      |                                                                       | \$92,203.73                                | 100.00%          | \$0.00                  | \$9,220.37     |
| 32102    |   |   | Topcoat                    | \$18,553.70     | \$0.00                         | \$18,553.70                   | \$18,553.70                      | \$0.00      |                                                                       | \$18,553.70                                | 100.00%          | \$0.00                  | \$1,855.37     |
| 32103    |   |   | Stone Shoulder             | \$16,705.00     | \$0.00                         | \$16,705.00                   | \$16,705.00                      | \$0.00      |                                                                       | \$16,705.00                                | 100.00%          | \$0.00                  | \$1,670.50     |
| 32104    |   |   | Striping                   | \$35,000.00     | \$0.00                         | \$35,000.00                   | \$35,000.00                      | \$0.00      |                                                                       | \$35,000.00                                | 100.00%          | \$0.00                  | \$3,500.00     |
| 32200    |   |   | Landscaping and Irrigation | \$ 3,195.00     | \$0.00                         | \$3,195.00                    |                                  | \$0.00      |                                                                       | \$0.00                                     | 0.00%            | \$3,195.00              | \$0.00         |
| 7        |   |   | <u>Access Road</u>         |                 | \$0.00                         | \$0.00                        |                                  | \$0.00      |                                                                       | \$0.00                                     | 0.00%            | \$0.00                  | \$0.00         |
| 8        |   |   | General Liability          | \$ 2,512.50     | \$0.00                         | \$2,512.50                    | \$2,512.50                       | \$0.00      |                                                                       | \$2,512.50                                 | 100.00%          | \$0.00                  | \$251.25       |
| 9        |   |   | Contractors Fee            | \$34,390.25     | \$0.00                         | \$34,390.25                   | \$33,018.20                      | \$158.17    |                                                                       | \$33,176.37                                | 96.47%           | \$1,213.88              | \$3,317.64     |
| 10       |   |   | Professional Services      |                 | \$0.00                         | \$0.00                        |                                  | \$0.00      |                                                                       | \$0.00                                     | 0.00%            | \$0.00                  | \$0.00         |
| 11       |   |   | Survey & Layout            | \$ 7,000.00     | \$0.00                         | \$7,000.00                    | \$1,615.50                       | \$0.00      |                                                                       | \$1,615.50                                 | 23.08%           | \$5,384.50              | \$161.55       |
| 12       |   |   | Material Testing           | \$5,950.00      | \$0.00                         | \$5,950.00                    | \$523.79                         | \$0.00      |                                                                       | \$523.79                                   | 8.80%            | \$5,426.21              | \$52.38        |
| 3300     |   |   | Concrete                   |                 | \$0.00                         | \$0.00                        |                                  | \$0.00      |                                                                       | \$0.00                                     | 0.00%            | \$0.00                  | \$0.00         |
| 3400     |   |   | Site Concrete              | \$ 42,755.00    | \$0.00                         | \$42,755.00                   | \$36,949.38                      | \$0.00      |                                                                       | \$36,949.38                                | 86.42%           | \$5,805.62              | \$3,694.94     |
| 12000    |   |   | Monument Sign              | \$ 9,484.00     | \$0.00                         | \$9,484.00                    |                                  | \$0.00      |                                                                       | \$0.00                                     | 0.00%            | \$9,484.00              | \$0.00         |
| 26000    |   |   | Electrical                 |                 | \$0.00                         | \$0.00                        |                                  | \$0.00      |                                                                       | \$0.00                                     | 0.00%            | \$0.00                  | \$0.00         |
| 26100    |   |   | Electrical                 | \$ 59,650.00    | \$0.00                         | \$59,650.00                   | \$5,965.00                       | \$0.00      |                                                                       | \$5,965.00                                 | 10.00%           | \$53,685.00             | \$596.50       |
| 31200    |   |   | Earthwork & Utilities      |                 | \$0.00                         | \$0.00                        |                                  | \$0.00      |                                                                       | \$0.00                                     | 0.00%            | \$0.00                  | \$0.00         |
| 31211    |   |   | Earthwork                  | \$ 109,045.53   | \$0.00                         | \$109,045.53                  | \$109,045.53                     | \$0.00      |                                                                       | \$109,045.53                               | 100.00%          | \$0.00                  | \$10,904.55    |
| 31220    |   |   | Construction Entrance      | \$19,500.00     | \$0.00                         | \$19,500.00                   | \$19,500.00                      | \$0.00      |                                                                       | \$19,500.00                                | 100.00%          | \$0.00                  | \$1,950.00     |
| 31230    |   |   | Storm Sewer - Material     | \$94,927.50     | \$0.00                         | \$94,927.50                   | \$94,927.50                      | \$0.00      |                                                                       | \$94,927.50                                | 100.00%          | \$0.00                  | \$9,492.75     |
| 31231    |   |   | Storm Sewer - Labor        | \$39,962.50     | \$0.00                         | \$39,962.50                   | \$39,962.50                      | \$0.00      |                                                                       | \$39,962.50                                | 100.00%          | \$0.00                  | \$3,996.25     |
| 31240    |   |   | Lime Stabilization         | \$ 17,449.00    | \$0.00                         | \$17,449.00                   | \$17,449.00                      | \$0.00      |                                                                       | \$17,449.00                                | 100.00%          | \$0.00                  | \$1,744.90     |
| 32300    |   |   | Exterior Improvements      |                 | \$0.00                         | \$0.00                        |                                  | \$0.00      |                                                                       | \$0.00                                     | 0.00%            | \$0.00                  | \$0.00         |
| 32400    |   |   | Asphalt Paving             |                 | \$0.00                         | \$0.00                        |                                  | \$0.00      |                                                                       | \$0.00                                     | 0.00%            | \$0.00                  | \$0.00         |
| 32401    |   |   | Grading and Stone          | \$52,782.10     | \$0.00                         | \$52,782.10                   | \$52,782.10                      | \$0.00      |                                                                       | \$52,782.10                                | 100.00%          | \$0.00                  | \$5,278.21     |
| 32402    |   |   | Base and Binder            | \$43,606.56     | \$0.00                         | \$43,606.56                   | \$43,606.56                      | \$0.00      |                                                                       | \$43,606.56                                | 100.00%          | \$0.00                  | \$4,360.66     |



## Application for Payment Continuation Sheet

CONTRACTOR NAME: Avenue Construction, Inc  
 APPLICATION NO: 6  
 APPLICATION DATE: 12.31.24  
 PERIOD TO: 12.31.24  
 CRG PROJECT NO: 24-003-002B  
 PROJECT NAME: Holliday Farms Sr. Living - TIF

| A             | B | C | D                          | E               | F                              | G                             | H                                | I           | J                                                                     | K                                          | L                | M                       | N              |
|---------------|---|---|----------------------------|-----------------|--------------------------------|-------------------------------|----------------------------------|-------------|-----------------------------------------------------------------------|--------------------------------------------|------------------|-------------------------|----------------|
| ITEM NO.      |   |   | DESCRIPTION OF WORK        | CONTRACT AMOUNT | TOTAL OF CHANGE ORDERS TO DATE | CURRENT SCHEDULED VALUE (E+F) | WORK COMPLETED                   |             | MATERIALS PRESENTLY STORED (NOT IN H OR I) (Move to I when installed) | TOTAL COMPLETED AND STORED TO DATE (H+I+J) | % COMPLETE (K/G) | BALANCE TO FINISH (G-K) | RETAINAGE HELD |
|               |   |   |                            |                 |                                |                               | FROM PREVIOUS APPLICATIONS (H+I) | THIS PERIOD |                                                                       |                                            |                  |                         |                |
| 32403         |   |   | Topcoat                    | \$29,770.35     | \$0.00                         | \$29,770.35                   |                                  | \$0.00      |                                                                       | \$0.00                                     | 0.00%            | \$29,770.35             | \$0.00         |
| 32500         |   |   | Landscaping and Irrigation | \$1,875.00      | \$0.00                         | \$1,875.00                    |                                  | \$0.00      |                                                                       | \$0.00                                     | 0.00%            | \$1,875.00              | \$0.00         |
| 32505         |   |   | Landscaping                | \$ 5,631.00     | \$0.00                         | \$5,631.00                    |                                  | \$0.00      |                                                                       | \$0.00                                     | 0.00%            | \$5,631.00              | \$0.00         |
|               |   |   | Irrigation Sleeves         | \$ 1,320.00     | \$0.00                         | \$1,320.00                    | \$1,320.00                       | \$0.00      |                                                                       | \$1,320.00                                 | 100.00%          | \$0.00                  | \$132.00       |
| 32510         |   |   | Irrigation                 | \$13,050.00     | \$0.00                         | \$13,050.00                   |                                  | \$0.00      |                                                                       | \$0.00                                     | 0.00%            | \$13,050.00             | \$0.00         |
|               |   |   | Backflow Enclosure Box     | \$4,232.21      | \$0.00                         | \$4,232.21                    |                                  | \$0.00      |                                                                       | \$0.00                                     | 0.00%            | \$4,232.21              | \$0.00         |
| 32520         |   |   | Bio Swale                  | \$19,572.00     | \$0.00                         | \$19,572.00                   |                                  | \$2,551.34  |                                                                       | \$2,551.34                                 | 13.04%           | \$17,020.66             | \$255.13       |
| 31300         |   |   | Other                      |                 | \$0.00                         | \$0.00                        |                                  | \$0.00      |                                                                       | \$0.00                                     | 0.00%            | \$0.00                  | \$0.00         |
| 31311         |   |   | Erosion Control            | \$16,025.00     | \$0.00                         | \$16,025.00                   | \$16,025.00                      | \$0.00      |                                                                       | \$16,025.00                                | 100.00%          | \$0.00                  | \$1,602.50     |
| 31320         |   |   | Pond Excavation            | \$129,008.00    | \$0.00                         | \$129,008.00                  | \$129,008.00                     | \$0.00      |                                                                       | \$129,008.00                               | 100.00%          | \$0.00                  | \$12,900.80    |
| 31330         |   |   | Sanitary Sewer - Material  | \$112,190.00    | \$0.00                         | \$112,190.00                  | \$112,190.00                     | \$0.00      |                                                                       | \$112,190.00                               | 100.00%          | \$0.00                  | \$11,219.00    |
| 31331         |   |   | Sanitary Sewer - Labor     | \$93,242.00     | \$0.00                         | \$93,242.00                   | \$93,242.00                      | \$0.00      |                                                                       | \$93,242.00                                | 100.00%          | \$0.00                  | \$9,324.20     |
| 31340         |   |   | Storm Sewer - Material     | \$384,142.50    | \$0.00                         | \$384,142.50                  | \$384,142.50                     | \$0.00      |                                                                       | \$384,142.50                               | 100.00%          | \$0.00                  | \$38,414.25    |
| 31341         |   |   | Storm Sewer - Labor        | \$164,632.50    | \$0.00                         | \$164,632.50                  | \$164,632.50                     | \$0.00      |                                                                       | \$164,632.50                               | 100.00%          | \$0.00                  | \$16,463.25    |
| 15            |   |   | GC Fee on the other Items  | \$44,319.79     | \$0.00                         | \$44,319.79                   | \$35,455.00                      | \$0.00      |                                                                       | \$35,455.00                                | 80.00%           | \$8,864.79              | \$3,545.50     |
| CHANGE ORDERS |   |   |                            |                 |                                |                               |                                  |             |                                                                       |                                            |                  |                         |                |
|               |   |   |                            |                 | \$0.00                         | \$0.00                        |                                  | \$0.00      |                                                                       | \$0.00                                     | 0.00%            | \$0.00                  | \$0.00         |
| Total         |   |   |                            | 1,950,000.00    | 0.00                           | 1,950,000.00                  | 1,754,588.65                     | 3,076.53    | 0.00                                                                  | 1,757,665.18                               | 90.14%           | 192,334.82              | 175,766.53     |





# **AFFIDAVIT, RELEASE AND WAIVER OF LIEN**

☒ **PARTIAL**

☐ **FINAL**

I, Adam Filler being duly sworn, state that Avenue Construction, Inc. has contracted with  
(Name, Please Print) (General Contractor)

Holiday Farms SL Real Estate, LLC. to furnish certain materials and/or labor for the following: Job No: 24-03-002

App. No: 6 known as Holiday Farms Sr. Living – TIF 3605 S. US. 421, Zionsville, IN 46077, for

which Avenue Construction, Inc. serves as general contractor, and does hereby further state:

## ***AFFIDAVIT***

☒ **PARTIAL WAIVER** There is due from Holiday Farms Sr. Living – TIF, the sum of: \$2,768.88

☐ Receipt of which is hereby acknowledged (unconditional waiver); or

☒ The payment of which has been promised as the sole consideration of this Affidavit, Release and Partial Waiver of Lien which is given solely with respect to said amount and is effective upon receipt of such payment (conditional waiver).

☐ **FINAL WAIVER** The final balance due from Holiday Farms Sr. Living – TIF, is the sum of:  
\$ \_\_\_\_\_

☐ Receipt of which is hereby acknowledged (unconditional waiver); or

☐ The payment of which has been promised as the sole consideration of this Affidavit, Release and Partial Waiver of Lien which shall become effective upon receipt of such payment (conditional waiver).

**THEREFORE**, the undersigned waives and releases unto Holiday Farms SL Real Estate, LLC, ("Owner"), as owner of the project and the real estate on which it is located, any and all liens or claims whatsoever on the above-described property and improvements thereon on account of labor, material and/or services provided by the undersigned, subject to the limitations or conditions expressed herein, if any; and further releases claims of any nature against the Owner. The undersigned further certifies that all parties who have provided labor, materials and/or services for said work have been fully paid, or will be fully paid out of the payment contemplated herein, if any, such that no other party has or shall have any claim or right to a lien on account of labor, materials and/or services provided to the undersigned for said project and within the scope of this Affidavit, Release and Waiver of Lien.

**I SWEAR OR AFFIRM UNDER THE PENALTIES FOR PERJURY THAT THE FOREGOING STATEMENTS ARE TRUE TO THE BEST OF MY KNOWLEDGE.**

Avenue Construction Inc  
(General Contractor)

[Signature]  
(Representative Signature)

President  
(Title, please print)

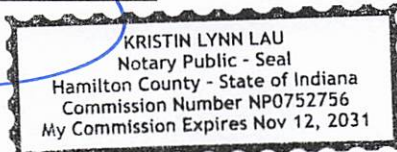
STATE OF: Indiana

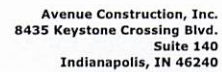
Subscribed and sworn to before me this  
3rd day of January, 2025  
(Day) (Month) (Year)

COUNTY OF: Marion

Notary Public: [Signature]

Commission Expires: 11.12.31





Page 1 of 1





**AFFIDAVIT, RELEASE AND WAIVER OF LIEN**

☒ **PARTIAL** ☐ **FINAL**

I, Mark Herber being duly sworn, state that Alt & Witzig Engineering, Inc. has  
contracted with  
(Name, Please Print) (Contractor)

Avenue Construction, Inc. to furnish certain materials and/or labor for the following: Job No: 23-03-001

App. No: 3 known as Holiday Farms Sr. Living – INDOT 3605 S. US. 421, Zionsville, IN 46077, for

which Avenue Construction, Inc. serves as general contractor, and do hereby further state on behalf of the  
aforementioned:

Subcontractor/Supplier:

**AFFIDAVIT**

☒ **PARTIAL WAIVER** There is due from Avenue Construction, Inc. the sum of: \$ 367.02

☐ Receipt of which is hereby acknowledged (unconditional waiver); or

☒ The payment of which has been promised as the sole consideration of this Affidavit, Release and Partial  
Waiver of Lien which is given solely with respect to said amount and is effective upon receipt of such  
payment (conditional waiver).

☐ **FINAL WAIVER** The final balance due from Avenue Construction, Inc. is the sum of:  
\$ \_\_\_\_\_

☐ Receipt of which is hereby acknowledged (unconditional waiver); or

☐ The payment of which has been promised as the sole consideration of this Affidavit, Release and Partial  
Waiver of Lien which shall become effective upon receipt of such payment (conditional waiver).

**THEREFORE**, the undersigned waives and releases unto Holiday Farms SL Real Estate, LCC ("Owner"),  
as owner of the project and the real estate on which it is located, any and all liens or claims whatsoever on  
the above-described property and improvements thereon on account of labor, material and/or services  
provided by the undersigned, subject to the limitations or conditions expressed herein, if any; and further  
releases claims of any nature against the Owner. The undersigned further certifies that all parties who have  
provided labor, materials and/or services for said work have been fully paid, or will be fully paid out of the  
payment contemplated herein, if any, such that no other party has or shall have any claim or right to a lien  
on account of labor, materials and/or services provided to the undersigned for said project and within the  
scope of this Affidavit, Release and Waiver of Lien.

**I SWEAR OR AFFIRM UNDER THE PENALTIES FOR PERJURY THAT THE FOREGOING  
STATEMENTS ARE TRUE TO THE BEST OF MY KNOWLEDGE.**

Mark Herber  
(Contractor Name)

[Signature]  
(Representative Signature)

Sr. Project Manager  
(Title, please print)

STATE OF: Indiana

Subscribed and sworn to before me this  
2nd day of January, 2025  
(Day) (Month) (Year)

COUNTY OF: Hamilton

(Year)

Notary Public: Brandi Butcher

Commission Expires: 08/06/32

BRANDI BUTCHER  
Notary Public  
Marlon County - State of Indiana  
Commission Number NP0757984  
My Commission Expires Aug 6, 2032



**AFFIDAVIT, RELEASE AND WAIVER OF LIEN**

☒ **PARTIAL**

☐ **FINAL**

I, Scott Ruble being duly sworn, state that Ruble Outdoor Concepts, Inc. has contracted with  
(Name, Please Print) (Contractor)

Avenue Construction, Inc. to furnish certain materials and/or labor for the following: Job No: 23-03-001  
App. No: 002 known as Holiday Farms Sr. Living – INDOT 3605 S. US. 421, Zionsville, IN 46077, for  
which Avenue Construction, Inc. serves as general contractor, and do hereby further state on behalf of the  
aforementioned:

Subcontractor/Supplier:

**AFFIDAVIT**

☒ **PARTIAL WAIVER** There is due from Avenue Construction, Inc. the sum of: \$ 2,296.21

☐ Receipt of which is hereby acknowledged (unconditional waiver); or

☒ The payment of which has been promised as the sole consideration of this Affidavit, Release and Partial Waiver of Lien which is given solely with respect to said amount and is effective upon receipt of such payment (conditional waiver).

☐ **FINAL WAIVER** The final balance due from Avenue Construction, Inc. is the sum of:  
\$ \_\_\_\_\_

☐ Receipt of which is hereby acknowledged (unconditional waiver); or

☐ The payment of which has been promised as the sole consideration of this Affidavit, Release and Partial Waiver of Lien which shall become effective upon receipt of such payment (conditional waiver).

**THEREFORE**, the undersigned waives and releases unto Holiday Farms SL Real Estate, LCC ("Owner"), as owner of the project and the real estate on which it is located, any and all liens or claims whatsoever on the above-described property and improvements thereon on account of labor, material and/or services provided by the undersigned, subject to the limitations or conditions expressed herein, if any; and further releases claims of any nature against the Owner. The undersigned further certifies that all parties who have provided labor, materials and/or services for said work have been fully paid, or will be fully paid out of the payment contemplated herein, if any, such that no other party has or shall have any claim or right to a lien on account of labor, materials and/or services provided to the undersigned for said project and within the scope of this Affidavit, Release and Waiver of Lien.

**I SWEAR OR AFFIRM UNDER THE PENALTIES FOR PERJURY THAT THE FOREGOING STATEMENTS ARE TRUE TO THE BEST OF MY KNOWLEDGE.**

Ruble Outdoor Concepts, Inc.  
(Contractor Name)

[Signature]  
(Representative Signature)

President  
(Title, please print)

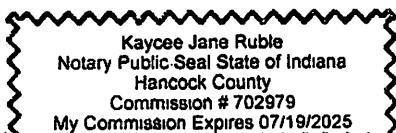
STATE OF: Indiana

COUNTY OF: Hancock

Subscribed and sworn to before me this  
31st day of December, 2024  
(Day) (Month) (Year)

Notary Public: Kaycee Ruble

Commission Expires: 07/19/2025





## EXHIBIT C

### Written Request

Old National Wealth Management  
123 Main Street \_\_\_\_\_  
Evansville, IN 47708  
Attention: Corporate Trust Department

This written request ("Written Request") is submitted pursuant to the provisions of Section 4.4(b) of that certain Trust Indenture dated as of September 1, 2024 ("Indenture"), between the Town of Zionsville, Indiana ("Issuer") and Old National Wealth Management, as Trustee, as trustee ("Trustee"). The terms used herein have the same meanings as when used in the Indenture except where the context otherwise requires.

Wild Air Multifamily LLC, an Indiana limited liability company ("Company"), hereby requests that on February 10, 2025, the Trustee pay from funds held in the Construction Account the amount specified in paragraph (b) below. In support of this Written Request, the Company states as follows:

- (a) This Written Request is requisition number 1;
- (b) The aggregate amount of costs to be paid or reimbursed is \$2,568,785.01;
- (c) The costs referred to in paragraph (b) above have been paid or incurred and were necessary for the construction or equipping of the Project and were made or incurred in accordance with the construction contracts, plans and specifications, or purchase contracts therefor now in effect;
- (d) The costs referred to in paragraph (b) were incurred to pay Costs of Construction of the Project relating to **[list the various components of the Project to which such costs relate; briefly describe the nature of such costs; indicate the aggregate amount that will have been paid from Bond proceeds for each component of the Project after payment of such costs; indicate the person(s), firm(s) or corporation(s) to whom payment is due or was paid and the amount due or paid to such person(s), firm(s) or corporation(s)]**; See attached
- (e) The amount paid or to be paid, as set forth in paragraph (b) above, is reasonable and represents a part of the amount payable for the costs of equipping the Project, all in accordance with the cost budget, and such payment was not paid in advance of the time, if any, fixed for payment and was made in accordance with the terms of any contracts applicable thereto and in accordance with usual and customary practice under existing conditions;
- (f) No part of the said Construction Costs was included in any Written Request previously filed with the Trustee under the provisions of Section 4.4(b) of the Indenture;

(g) The costs referred to in paragraph (b) above are appropriate for the expenditure of proceeds of the Bonds under the Act; and

(h) The vendors and the amount paid and/or to be paid to each and copies of invoices paid and/or to be paid with copies of checks used for any previously made payment and, if a vendor is an unincorporated entity, the taxpayer identification number for such vendor, are attached hereto on Schedule A.

The approval of the Redevelopment Commission President is required to draw down funds.

In accordance with the provisions of the Indenture, each of the Bond Purchaser and the Company has caused this Written Request to be signed on its behalf this 10<sup>th</sup> day of February, 2025.

WILD AIR MULTIFAMILY LLC, as Company

By: 

Its: Justin W. Moffett

APPROVED

ZIONSVILLE REDEVELOPMENT  
COMMISSION

\_\_\_\_\_  
President

cc: Town of Zionsville, Indiana

## SCHEDULE A

Amounts set forth herein have been paid by the Company for Costs of Construction.

| <u>Vendors</u>        | <u>Amount Paid/to be Paid</u> | <u>[Vendor TIN]</u> |
|-----------------------|-------------------------------|---------------------|
| Old Town Construction | \$2,568,785.01                | 82-3865170          |

[Attach copies of invoices paid and/or to be paid with copies of checks used for any previously made payment.]

# Old Town Construction, LLC Payment Request

**TO:** Old Town Companies, LLC  
525 North End Drive, Suite 100  
Carmel, IN 46032

**PROJECT:** Wild Air Multifamily Sitework (WAMS)  
400 Russell Street, Zionsville, IN (Marysville Rd & Oak St)  
Zionsville IN, 46077

**FROM:** Old Town Construction, LLC  
525 North End Drive, Suite 100  
Carmel, IN 46032

**ARCHITECT:** Kimley-Horn  
500 E 96th St #300  
Indianapolis, IN 46240

**PERIOD TO:** 01/31/2025  
**PROJECT NO:** 24-008  
**APPLICATION NO:** 5  
**ARCHITECT NO:**  
**CONTRACT DATE:** 09/19/2024  
**APPLICATION DATE:** 01/31/2025

## CONTRACTOR'S PAYMENT REQUEST

|                                                  |              |
|--------------------------------------------------|--------------|
| ORIGINAL CONTRACT SUM.....                       | 7,244,205.00 |
| NET CHANGE BY CHANGE ORDERS.....                 | -600,000.00  |
| CONTRACT SUM TO DATE.....                        | 6,644,205.00 |
| TOTAL COMPLETED AND STORED TO DATE.....          | 2,839,802.31 |
| RETAINAGE:                                       |              |
| 10.00% OF COMPLETED WORK                         | 271,017.30   |
| 10.00% OF STORED MATERIALS                       | 0.00         |
| TOTAL RETAINAGE .....                            | 271,017.30   |
| TOTAL EARNED LESS RETAINAGE .....                | 2,568,785.01 |
| LESS OWNER DIRECT PAYMENT BY PURCHASE ORDER..... | 0.00         |
| LESS OWNER DIRECT PAYMENT.....                   | 0.00         |
| LESS PREVIOUS CERTIFICATES FOR PAYMENT.....      | 2,544,150.01 |
| CURRENT PAYMENT DUE.....                         | 24,635.00    |
| BALANCE TO FINISH INCLUDING RETAINAGE.....       | 4,075,419.99 |

(See Attached Pages for Continuation Worksheet Page.)

| TOTAL OF CHANGE ORDERS              | ADDITIONS  | DEDUCTIONS  |
|-------------------------------------|------------|-------------|
| Prior Months Approved Change Orders | 319,391.00 | -919,391.00 |
| Current Month Change Orders         | 0.00       | 0.00        |
| TOTALS                              | 319,391.00 | -919,391.00 |
| Net of Approved Change Orders       |            | -600,000.00 |

This document has been digitally signed, notarized, verified and a record log maintained by third party internet hosting service as per the Electronic Records and Signatures in Commerce Act.

Work covered by this Payment Request has been completed in accordance with the Contract Documents. Furthermore, all prior payment requests have been paid where payments have been received from Owner and the current payment shown is now due.

CONTRACTOR: Old Town Construction, LLC

By: Kyleigh Savage   
Agent of Old Town Construction, LLC

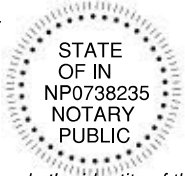
Date: January 31, 2025 10:27 AM

State of: IN  
County of: Madison

Subscribed and sworn to before me this: January 31, 2025

NOTARY PUBLIC: Kami Deckard

My Commission Expires: January 2, 2030



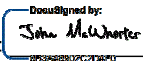
A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

## CERTIFICATION FOR PAY REQUEST BY ARCHITECT

Based on on-site observations and the requested amount in this pay request, the Construction Manager/Architect certify to the Owner that to the best of their knowledge the Contractor is entitled to payment of the amount of this pay request.

AMOUNT REQUESTED..... \$24,635.00

ARCHITECT: John McWhorter

By: John McWhorter 

Date: 2/3/2025

The AMOUNT REQUESTED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract. Kimley-Horn

Authorized Signator for Old Town Companies, LLC

By: Joel Scheele 

Date: February 1, 2025



**Application Number: 5**  
(WAMS)  
**Application Date:** 01/31/2025  
**Period from:** 01/01/2025 to 01/31/2025  
**Contractor's Project No:** 24-008

**Submitted From:**  
Old Town Construction, LLC  
525 North End Drive, Suite 100  
Carmel, IN 46032

**Project:** Wild Air Multifamily Sitework

**Architect Number:**  
**Print Date:** 02/01/2025

| A        | B                              | C               | D             | E           | F              | G                    | H                | I           | J        | K                                           |          | L                       | M            |
|----------|--------------------------------|-----------------|---------------|-------------|----------------|----------------------|------------------|-------------|----------|---------------------------------------------|----------|-------------------------|--------------|
| Item No. | Description of Work            | Scheduled Value |               |             |                | Work                 |                  |             |          | Total Complete and Stored To Date (G+H+I+J) | % Comp   | Balance to Finish (F-K) | Retainage    |
|          |                                | Original        | Changes       |             | Revised        | Previous Application | This Application |             |          |                                             |          |                         |              |
|          |                                |                 | Prior Period  | This Period |                |                      | Work In Place    |             | Stored   |                                             |          |                         |              |
|          |                                |                 |               |             |                |                      | Paid by Owner    | To Pay      | Material |                                             |          |                         |              |
| 1        | 01-013.O Surveying - Roun...   | 40,000.00       | -20,000.00    | 0.00        | 20,000.00      | 0.00                 | 0.00             | 0.00        | 0.00     | 0.00                                        | 0.0000   | 20,000.00               | 0.00         |
| 2        | 01-014.O Surveying - Offsit... | 0.00            | 20,000.00     | 0.00        | 20,000.00      | 14,377.50            | 0.00             | 0.00        | 0.00     | 14,377.50                                   | 71.8875  | 5,622.50                | 0.00         |
| 3        | 01-072.O Municipal Fees        | 0.00            | 0.00          | 0.00        | 0.00           | 0.00                 | 0.00             | 0.00        | 0.00     | 0.00                                        | 100.0000 | 0.00                    | 0.00         |
| 4        | 02-200.O Site Preparation      | 0.00            | 5,968.81      | 0.00        | 5,968.81       | 5,968.81             | 0.00             | 0.00        | 0.00     | 5,968.81                                    | 100.0000 | 0.00                    | 0.00         |
| 5        | 02-220.S Site Demolition       | 279,500.00      | -5,400.00     | 0.00        | 274,100.00     | 255,035.00           | 0.00             | 0.00        | 0.00     | 255,035.00                                  | 93.0445  | 19,065.00               | 25,503.50    |
| 6        | 02-228.S Site Demolition - ... | 116,000.00      | 0.00          | 0.00        | 116,000.00     | 0.00                 | 0.00             | 0.00        | 0.00     | 0.00                                        | 0.0000   | 116,000.00              | 0.00         |
| 7        | 02-305.S Earthwork - Roun...   | 386,906.00      | 0.00          | 0.00        | 386,906.00     | 0.00                 | 0.00             | 0.00        | 0.00     | 0.00                                        | 0.0000   | 386,906.00              | 0.00         |
| 8        | 02-377.O Erosion Control -...  | 4,500.00        | 0.00          | 0.00        | 4,500.00       | 0.00                 | 0.00             | 0.00        | 0.00     | 0.00                                        | 0.0000   | 4,500.00                | 0.00         |
| 9        | 02-378.O Erosion Control -...  | 0.00            | 8,000.00      | 0.00        | 8,000.00       | 7,608.00             | 0.00             | 0.00        | 0.00     | 7,608.00                                    | 95.1000  | 392.00                  | 0.00         |
| 10       | 02-505.S Storm/Sanitary/W...   | 2,659,129.00    | -203,991.00   | 0.00        | 2,455,138.00   | 2,445,138.00         | 0.00             | 10,000.00   | 0.00     | 2,455,138.00                                | 100.0000 | 0.00                    | 245,513.80   |
| 11       | 02-516.O Water Valves          | 0.00            | 23,500.00     | 0.00        | 23,500.00      | 23,500.00            | 0.00             | 0.00        | 0.00     | 23,500.00                                   | 100.0000 | 0.00                    | 0.00         |
| 12       | 02-632.S Storm - Roundab...    | 590,420.00      | 0.00          | 0.00        | 590,420.00     | 0.00                 | 0.00             | 0.00        | 0.00     | 0.00                                        | 0.0000   | 590,420.00              | 0.00         |
| 13       | 02-707.S Paving - Roundab...   | 1,279,971.00    | 0.00          | 0.00        | 1,279,971.00   | 0.00                 | 0.00             | 0.00        | 0.00     | 0.00                                        | 0.0000   | 1,279,971.00            | 0.00         |
| 14       | 02-758.S Site Concrete - R...  | 489,818.00      | 0.00          | 0.00        | 489,818.00     | 0.00                 | 0.00             | 0.00        | 0.00     | 0.00                                        | 0.0000   | 489,818.00              | 0.00         |
| 15       | 02-905.S Landscape - Rou...    | 70,385.00       | 0.00          | 0.00        | 70,385.00      | 0.00                 | 0.00             | 0.00        | 0.00     | 0.00                                        | 0.0000   | 70,385.00               | 0.00         |
| 16       | 10-400.O Signage               | 140,000.00      | 0.00          | 0.00        | 140,000.00     | 0.00                 | 0.00             | 0.00        | 0.00     | 0.00                                        | 0.0000   | 140,000.00              | 0.00         |
| 17       | 13-009.O Amenities             | 600,000.00      | -600,000.00   | 0.00        | 0.00           | 0.00                 | 0.00             | 0.00        | 0.00     | 0.00                                        | 100.0000 | 0.00                    | 0.00         |
| 18       | 17-500.O Contingency           | 313,600.00      | 171,922.19    | 0.00        | 485,522.19     | 0.00                 | 0.00             | 0.00        | 0.00     | 0.00                                        | 0.0000   | 485,522.19              | 0.00         |
| 19       | 17-505.O Contingency - Ro...   | 148,900.00      | 0.00          | 0.00        | 148,900.00     | 0.00                 | 0.00             | 0.00        | 0.00     | 0.00                                        | 0.0000   | 148,900.00              | 0.00         |
| 20       | 17-900.O GC Fee                | 31,269.00       | 0.00          | 0.00        | 31,269.00      | 15,636.00            | 0.00             | 3,909.00    | 0.00     | 19,545.00                                   | 62.5060  | 11,724.00               | 0.00         |
| 21       | 17-950.O CM Fee                | 93,807.00       | 0.00          | 0.00        | 93,807.00      | 46,904.00            | 0.00             | 11,726.00   | 0.00     | 58,630.00                                   | 62.5007  | 35,177.00               | 0.00         |
| 22       | Profit                         | 0.00            | 0.00          | 0.00        | 0.00           | 0.00                 | 0.00             | 0.00        | 0.00     | 0.00                                        | 0.0000   | 0.00                    | 0.00         |
|          | Total:                         | \$7,244,205.00  | \$-600,000.00 | \$0.00      | \$6,644,205.00 | \$2,814,167.31       | \$0.00           | \$25,635.00 | \$0.00   | \$2,839,802.31                              | 42.7410% | \$3,804,402.69          | \$271,017.30 |
|          |                                |                 |               |             |                |                      |                  |             |          |                                             |          |                         |              |
|          | Project Grand Total:           | \$7,244,205.00  | \$-600,000.00 | \$0.00      | \$6,644,205.00 | \$2,814,167.31       | \$0.00           | \$25,635.00 | \$0.00   | \$2,839,802.31                              | 42.7410% | \$3,804,402.69          | \$271,017.30 |

**Old Town Construction, LLC**

Phone: (317) 816-3151

525 North End Drive Suite 100 Carmel, IN 46032

## Waiver and Release of Lien

**FROM:** Old Town Construction, LLC  
525 North End Drive, Suite 100  
Carmel, IN 46032

**TO:** Old Town Companies, LLC  
525 North End Drive, Suite 100  
Carmel, IN 46032

**Project No:** 24-008  
**Project:** Wild Air Multifamily Sitework (WAMS)

**Contract Date:** 09/19/2024

**WHEREAS THE UNDERSIGNED** contractor has provided labor, services, materials, or equipment for the above project, under an agreement with: Old Town Companies, LLC

**PARTIAL WAIVER AND RELEASE:** In consideration of partial payment for labor, services, materials, or equipment provided in the amount of: \$24,635.00

### COVERING THE FOLLOWING APPLICATION FOR PAYMENT:

**Application No:** 5      **Application Date:** 01/31/2025

Together with any previous payment(s) already received but excluding any retainage or any labor, services, materials, or equipment provided after the date of: 01/31/2025

**THE UNDERSIGNED DOES HEREBY WAIVE AND RELEASE** all bond claims, liens, claims, or right of claim, or right of lien, statutory or otherwise, against the property, project, Owner, or any other person or entity who is or may be claimed to be liable, or any sureties, for labor, services, materials, or equipment, as provided by the Undersigned, but only to the extent of payment received, as indicated above.

**UNCONDITIONAL RELEASE:** Upon receipt of payments as indicated above the undersigned will grant this release unconditionally.

**THE PERSON SIGNING** below does hereby certify that he/she is fully authorized and empowered to execute this instrument and to bind the Undersigned hereto, and does in fact so execute this instrument.

Old Town Construction, LLC  
525 North End Drive, Suite 100  
Carmel, IN 46032

State of: IN  
County of: Madison

Subscribed and sworn to before me this:  
January 31, 2025

Notary Public:  
Kami Deckard

My Commission Expires:  
January 2, 2030



Kyleigh Savage  
Agent of Old Town Construction, LLC

Date: January 31, 2025 10:27 AM

*A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.*

**This document has been digitally signed, notarized, verified and a record log maintained by third party internet hosting service as per the Electronic Records and Signatures in Commerce Act.**