

MEETING NOTICE AND AGENDA ZIONSVILLE BOARD OF PARKS & RECREATION

1100 W Oak Street Zionsville, Indiana 46077 Wednesday, July 9, 2025 7:00 PM (Local Time)

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

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Zionsville Board of Parks & Recreation Regular Monthly Meeting Agenda Wednesday, July 9, 2025

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

A. 7-9-2025 Park Board Minutes 6-11-2025

Documents:

PARKS_MEETING 06-11-2025.PDF

- III. Public Presentations/Comments
- IV. Staff Reports
- V. Superintendent Of Parks And Recreation
 - A. 7-9-2025 Superintendent Report June 2025

Documents:

SUPERINTENDENT REPORT JUNE 2025.PDF

- VI. Director Of Recreation Services
 - A. 7-9-2025 June 2025 Recreation Report

Documents:

JUNE 2025 RECREATION REPORT.PDF

- VII. Parks Attorney
- VIII. New Business
 - A. 7-9-2025 Nature Connections End Of Year Report 2024-2025

Documents:

NATURE CONNECTIONS - END OF YEAR REPORT 2024-25.PDF

B. 7-9-2025 CNP Restoration Initiatives Memo

Documents:

CNP RESTORATION INITIATIVES MEMO.PDF

C. 7-9-2025 Agreement For Professional Services - Green Carpet Initiative

Documents:

AGREEMENT FOR PROFESSIONAL SERVICES STANTEC GREEN CARPET INITIATIVE JAO COMMENTS.PDF

D. 7-9-2025 Agreement For Professional Services - KCI Pond Study

Documents:

AGREEMENT FOR PROFESSIONAL SERVICES KCI POND STUDY.PDF

E. 7-9-2025 Memorial Bench Application

Documents:

STEVE MEYERS AND AMY LACY MEMORIAL BENCH.PDF

- IX. Old Business
- X. Other Board Related Items
- XI. Claims
 - A. 7-9-2025 Park Claims

Documents:

07.09 PARK CLAIMS UPDATED.PDF

XII. Adjournment



Zionsville Board of Parks & Recreation Meeting Minutes For Wednesday, June 11, 2025 At 7:00 P.M. EST ONSITE MEETING 1100 West Oak Street

In Attendance: Ryan Cambridge, Doug Tischbein, Anna Schappaugh, Kimberly Lane, Chad Dilley

Absent Kris Barksdale, Matt Milburn

OPENING

Call to Order/Roll Call

Approval of the May 14, 2025 Minutes

Cambridge I'd like to call this meeting of the Zionsville Park and Recreation Board to begin and

I'm going to start with roll call. Kris Barksdale is not present. Kimberly Lane?

Lane Here.

Cambridge Matt Milburn is also not present today. Chad Dilley?

Dilley Here.

Cambridge Doug Tischbein?

Tischbein Here.

Cambridge Anna Schappaugh?

Schappaugh Here.

Cambridge And Ryan Cambridge, I am here as well. Okay, so with that I know that there's some

other things going on tonight not as important as what we're doing here but important

so are there any public presentations or comments? I don't see anyone in the audience but I'm not sure if we have anyone online that has anything they'd like to say. No one is online. I'll pretend to not be offended by that but okay – with no public presentation and comments or comments we'll go on to Staff Reports. Jarod –

Staff Reports

Logsdon Real quick if we could consider the May 14, 2025 minutes for approval.

Cambridge Oh, did I, did I squeeze over that?

Lane Are they going to show up on the screen or no? Or do I need to log into my email?

Cambridge Oh, that's the presentation so I don't think we have the iPads tonight.

Lane Oh, we don't have the iPads tonight. Okay.

Cambridge Sorry, I –

Lane No, you're fine I'm like –

Cambridge The agenda didn't have the meeting minutes on it so okay.

Lane Okay.

Cambridge Has everybody had a chance to review the minutes from the prior meeting? And does

anybody -

Tischbein Motion to approve.

Cambridge Have any questions? Okay, motion to approve. Do I have a second?

Schappaugh Second.

Cambridge Second, okay. All in favor aye.

All Aye.

Cambridge Opposed same sign.

[No response]

Okay, the minutes are approved. Motion carries. All right, sorry for that hiccup.

Jarod, now on to Staff Reports.

Logsdon Thank you Ryan. Good evening Park Board. May, as you could imagine, is an

extremely busy time as we ramp up for the summer season so just to touch on a couple of items from the Superintendent Report – three of our Maintenance team went to Noblesville to complete their CPSI training. It was a, a multi-day course followed by the exam. Once passing that exam, they'll be able to execute inspections of our playground to the national standards set by the Certified Playground Inspector, Safety Inspectors organization. So proud of them for taking that on and we'll know in

a couple weeks whether they passed and then we'll have multiple inspectors

throughout our park system.

In the month of May, the Maintenance team completed 398 work orders and 272 which were preventative maintenance. Also, our Natural Resource team has planted 181 trees to date across six parks.

Circling around to some of our events, I want to touch on the spring Indiana Master Naturalist class led by our Naturalist team. That is a fan favorite, multi-week course for our adults and senior citizens where they learn about the natural ecology of Indiana and just want to give a kudos to Rachel Felling, our Naturalist, for spearheading that initiative and continuing additional courses in the summer, fall and winter throughout the year.

We also had our Trailfest for 2025 which was a series of events to activate our trail system including dog walks, stroller walks and it all culminated on the Town Showdown which is where we challenged Whitestown to see which community can show up in larger population. I am sad to report that again this year we allowed Whitestown to keep the golden bike wheel which is the trophy of the event but I am happy to report that the weather was fantastic and the event continues to grow. We had over 80 participants this year on our side. So 2026 we will bring the celebration, the Town Showdown, back to Zionsville in one of our parks and we're gonna take the wheel back.

Touching on a couple of other items – our capital projects. I wanted to say that the Mulberry Fields concession stand is going well. Not anticipating any delays and if you drive around the park, you'll see that the block is starting to go up. The foundation has been poured and they are working on the vertical build so not anticipating any known delays or risks at this point, it's just construction as usual so happy to see that.

Carpenter Nature Preserve – the lime stabilization was put down prior to the continued rains that we've experienced so we do have a formidable base for that future road and following a proof roll tomorrow, we should be able to begin stone on that so that'll keep that moving along as well. Again, not expecting any delays for an anticipated opening in the future.

And moving to the Turkeyfoot pedestrian bridge – we had our closure announced on or after May 15th. The contractor mobilized on June 2nd, placed the barricades and has already demolished the wooden approaches. It only took about two days. So now we have the raw excavation happening while we get ready for the helical piers that'll be put in in the next couple of weeks. Following that they will begin to pour the footers and work on the PermaTraks which will be the product that will go up to the central span of the bridge. So, again, no delays expected. If anything, we might get the grace of an early contract on that, fingers crossed, with good weather. I shouldn't have said that publicly but we're working with a great contractor on that so feeling very confident with that project.

And finally, I wanted to touch on the Love for Lincoln fundraising campaign that we announced in the community. So as we announced, the Lincoln Park refresh that was approved by this body, we received quite a bit of attention on how much people really do care about Lincoln Park and how engrained it is into our history as a community and, and what it means to so many. So with that, we have launched the Love for Lincoln campaign. There's an opportunity for those interested to purchase a

new engraved brick for \$150 so literally add to the foundation with a new phase of the Lincoln Park as those bricks will actually be placed inside the future gazebo which will be accessible to the community. We will also repurpose the existing engraved bricks from the last campaign in the '90s. Those will also join the new bricks and, again, we kind of learned how much people care about the existing gazebo and how many family gatherings and weddings that's held over the years. So we will decommission the gazebo in-house and offer commemorative pieces of that to the community so anyone wanting a piece of the gazebo from Lincoln Park can secure one of those for a donation of \$25 or more and we are also offering eight sets of the decorative corbels from the existing gazebo so anyone that wants those. I do know those are going fast. We only have eight pair and we've already sold, I believe, two or three, three so those are at \$200 apiece. And finally we will have the Pull a Brick event on September 13th from 1:00 to 4:00. We invite the community to come out and help us pull the existing bricks at Lincoln Park. We will set aside the engraved ones. Anybody that comes out can take a brick, a, a blank brick on their own and they can also purchase blank bricks at \$5 apiece if they'd like to use them in their yards or walkways or anything like that. So just wanting to invite the community to reflect on how instrumental Lincoln Park has been in our history and also look forward to the future. That is all from the Superintendent Report.

Dilley

Ryan, if I can just jump in real quick – I know we all make big money sitting on the Parks Board. I think we net 35 bucks a month or so, so I would, I would challenge everybody to sacrifice five months of your Parks Board salary and dedicate it to a brick. I think that'd be a good, good demonstration. So I will throw the challenge out to fellow Board members to sponsor a brick and see if we can get the challenge accepted.

Schappaugh I'll second.

Dilley All right.

Cambridge Let the record reflect it's not a formal motion but, but I'm in support. I think that's a

great idea so.

Tischbein I accept the challenge.

Cambridge Yes.

Schappaugh Hey Jarod – I love the Love for Lincoln project. Just a quick question – how do

people go about purchasing those new bricks or the corbels or?

Logsdon Thank you so much Anna. So we have the Love for Lincoln campaign on the town's

website so you can go to that, find that page and it has hyperlinks to our MyRec site where you can fulfill that order. We'll be advertising this at the VRA food truck series on the next two Monday nights at Lincoln Park as well as the Farmers Market throughout the summer so, again, head to the town's website and look under the

special events page for Love for Lincoln.

Schappaugh Is there a deadline to purchase a new brick?

Logsdon Yeah, so we will accept applications and orders up until the brick pulling event. So

after that time we gotta get our ducks in a row and hand the project over to the

contractor.

Cambridge Do, do – I know we don't have a contractor on board yet but do you have a general

sense of how long the project would take?

Logsdon So I anticipate we will have a wonderful summer 2026 season out at Lincoln and I

think a lot of our scars will heal between spring and summer with the landscaping but

it is expected around spring for substantial.

Cambridge Okay.

Tischbein Has that, has that project, you've advertised?

Logsdon Yes. We are advertised to bid and bids will be collected on June 25th and we will

have that before you all at the August meeting.

Tischbein How many plan holders currently?

Logsdon Several. Not quite a dozen but we've had about, I think there was eight downloads

the last time I looked.

Tischbein Okay.

Schappaugh Great.

Tischbein Heavy with the response then?

Logsdon Yes. We had multiple attend the non-mandatory pre-bid meeting.

Cambridge Cool. Well that's exciting, that's immediately behind our office so we'll, we'll miss it

while it's out of commission but look forward to it when it comes back online. All right, if that's all for Jarod. Director of Recreation Services, Mindy. What do you

have for us?

Murdock I have a May recap and May was very busy for us. So, yeah, so the month of May we

saw 1,338 walk-ins to the Nature Center, so we average 1,000 or more every month but it was a little higher up there. The big one, if you guys look at the report there, is really it's our, our group programs. So May was a lot of school programs, actually 36 school programs, so that's more than one per day in the month of May there. So we ended up seeing a little over 1,000 students from either through our Nature Connections programs or some of those were private birthday parties, private preschools, things of that sort, Advent Lutheran as well as we also went and saw

well so. So that was the big one.

The other one is that, of course, we always do all of our private programming and we had a really good turnout so we wrapped up Indiana Master Naturalist and then we moved straight into, of course, summer camps that we're in now but we also kind of kicked off a lot of our outreach programs with the Creekstomper. So you'll see there

some of the other like elementary school kindergarten groups that came out to us as

some big special events. We were at the IMS block party with the Town of Zionsville so that was about, a little over 380 participants for that one. We were at the Town Showdown and then the big one is that we had our Party in the Park at the end of May at Mulberry Fields and I will say it's the biggest turnout that we've had since we started Party in the Park. So great to see all the families out there, elementary kids, all the middle schoolers that as soon as they got out of school they rushed Chick-fil-A and Fundae's so we had almost 1,400 participants so it's definitely something that continues to grow and our hope is that it becomes kind of a staple thing in Zionsville. That last day of school -

Cambridge

Yeah -

Murdock

Come, come to Mulberry Fields and let's party so but lots of great feedback from everybody. We were able to add some new things, like we had the Police Department out there and we had the Fire Department who did kind of a soak zone so we're looking at what else we can include for next year so that was the big one.

Another big thing is we, our summer seasonals started on May 20th and so they'll be through, they'll be with us through August and they're gonna really help with our summer camps, help run the Nature Center when we are busy with camps and then helping with all of our Park and Plays throughout the community as well as our events. They were at Party in the Park so they had a lot of fun.

And then we just wrapped up, although it is June, we wrapped up our Nature Play Days. So we had 18 events that went out throughout the, the community with Fire, Police, the library, SullivanMunce, Farmers Market, Maplelawn all participating and happily we only had to cancel two of those so because of the weather so it was a good turnout for that one but that is all I have unless you guys have any questions.

Cambridge

The, the plant sale looks like it went really well.

Murdock

The plant sale went very well, yeah.

Cambridge

I've heard a lot of positive feedback –

Murdock

Yep, we need –

Cambridge

Is that something we think we'll do again?

Murdock

Definitely. We're actually looking at potentially changing the wholesaler that we worked with to a different one and have already been in talks with them so trying to work out details of what that will look like and we're thinking of rolling the plant sale in with Greenfest versus having them standalone so.

Cambridge

Cool.

Murdock

Yeah.

Cambridge

Okay. That's great. Does anyone have any questions for Mindy?

Tischbein On the website is there a look ahead for like what your events are or scheduled for in

June this month?

Murdock Yes, if you go to the town's website and you go under the calendar you can go under

either the main front page of the town or you go under Parks. That should list

everything that we have that's in our activity guide so that should list everything into

August so.

Tischbein Yeah.

Murdock Yep.

Cambridge There's probably quite a few parents out there like myself –

Murdock Yeah -

Cambridge Looking for anything and everything for our kids to do.

Murdock Yeah, the only thing it doesn't list is like our summer camps because they're already

full -

Cambridge Yeah –

Murdock And we can't do more registration for those so.

Cambridge Very good.

Murdock But yeah.

Cambridge Okay, well, as always, thank you for your incredibly hard work and summer's off to

a good start.

Murdock Thank you.

NEW BUSINESS

Mulberry Fields Sports Field Reservation Agreement Summer/Fall 2025

Cambridge Okay, moving on from Staff Reports to New Business. The only New Business item

that we have tonight on the agenda is the Carpenter Nature Preserve change order and

Jarod's here to walk us through that.

Logsdon I think you might have an old agenda, I'm sorry Ryan.

Cambridge Do I really?

Dilley It'd be the Zionsville Youth Football League.

Logsdon Yes the –

Cambridge I have last month's agenda. I wondered why that was back up. Holy moly. My bad.

All right, strike one for me. Jarod, you go ahead.

Logsdon Yeah, so tonight's New Business item is the Mulberry Fields Sports Field

Reservation Agreement for summer and fall 2025. This would be with our Zionsville Youth Flag Football who have been coming out to Mulberry Fields for years. The agreement would be from July 21st until November 21st, so both the summer and their fall leagues with 55 field reservations through, from July through October 3rd and then shifting gears to their fall league they would have 35 lit practices in the evenings with a secondary field nearby so the total for the seasons for Zionsville Youth Flag Football to utilize Mulberry Fields multiple fields would be \$2,410 per our existing Fee Schedule for the Parks Department. So with your consideration would be to approve the agreement between the Board and the Flag Football League pending the receipt of certificates of additional insured as stated in the agreement and we would need to receive those before July 21st which they're already working on those.

Tischbein That same language as the previous agreement?

Logsdon Yes, yep. So normally this is digitized and it comes in a different format for MyRec

but we went back to pen and paper on this year's for this league.

Tischbein And the responsibilities of each party the way you've drafted them in the agreement

are the same?

Logsdon Absolutely.

Tischbein Yeah.

Logsdon Yep.

Tischbein I make a motion to approve.

Cambridge Well now that I have the appropriate agenda with –

Dilley Second.

Cambridge Motion and second. Let's, all in favor say aye.

All Aye.

Cambridge Aye as well. All opposed same sign.

[No response]

Hearing none, motion passes unanimously.

Okay, Old Business on the correct agenda – don't see any. Does anybody have anything from prior discussions worth bringing up this evening? Okay. Any other Board Related Items before we move on to claims? No? Okay. Has everybody had a chance to look through the claims from the correct month? Okay. Any questions and if not, a motion to approve.

Tischbein I have a question.

Cambridge Yes?

Tischbein The Morphey for the Big 4 Trail widening – I see two claims on there. Is that, is this

the final?

Logsdon Yes. Took, took just about a year but we finally closed out on that project and we

encumbered those funds.

Tischbein So this is final completion and this –

Logsdon Yeah.

Tischbein Is 100% payment?

Logsdon Releasing them, yep.

Tischbein And, and everything got reconciled and –

Logsdon Yes, yep and thank you for joining those conversations earlier.

Tischbein Okay. That's all I had.

Cambridge Okay. Do I have a motion to approve the claims as presented?

Schappaugh Sorry – I have one more quick question. Same thing with Morphey Construction –

the \$15,000 piece of equipment. Is that something we purchased for the town?

Logsdon That was just encumbered funds and those are fees of the dog park loop and that's

just how it was coded within that fund. So that, what is it three years ago now? This was contingency funds from the construction of the, the accessible walking loop

within the dog park.

Schappaugh So we used to purchase equipment?

Logsdon It, it's a capital expenditure for the, the asphalt. That's just how it was coded.

Cambridge It was coded as equipment but the expense was asphalt.

Logsdon Yes, yep.

Schappaugh For \$15,000, right? That's the one you're talking about?

Logsdon Yes, yep.

Schappaugh Okay. Got it. That makes sense.

Claims

Tischbein I make a motion to approve the claims.

Cambridge Okay, we have a motion to approve. Do we have a second?

Schappaugh Second.

Cambridge Let's do a roll call vote. Kris Barksdale abstain. Kimberly Lane?

Lane Approve.

Cambridge Chad Dilley?

Dilley Yeah.

Cambridge Doug Tischbein?

Tischbein Yes.

Cambridge Anna Schaappaugh?

Schappaugh Yes.

Cambridge And I, Ryan Cambridge, vote yes as well so the motion passes. Anybody have

anything else for the good of the cause other than the formal announcement of Go

Pacers, right? Everybody can -

Schappaugh Go Pacers!

Cambridge Stay up late enough to watch the end of the game.

Dilley Not a chance.

Schappaugh I got coffee brewing.

Adjournment

Cambridge Way to be prepared. If not, do I have a motion to adjourn?

Dilley So moved.

Cambridge Second?

Tischbein Second.

Cambridge All in favor aye –

All Aye.

Cambridge	Aye as well. Motion passes.				
Rvan Cambride	ve. President	Kimberly Lane. Secretary			

Respectfully submitted, Bonnie Black – Welcome Center Coordinator Zionsville Parks & Recreation–7-9-2025



Superintendent Report

June 2025

Staff

Seasonal Recreation Assistants joined the Department to assist with summer camps and programming.

Maintenance

Staff created 375 work orders in the month of June, completing 382 (catching up on past due work orders), with 267 preventative and 108 reactive.

Maintenance completed excavation and pouring of all Big-4 bike repair station pads. Repair stations and bike parking infrastructure will be installed in July (2024 CIBA Grant Award).

Natural Resource Management

The Natural Resource team has completed all spring plantings and have moved to watering schedules and combating thistle and emerging invasives in project sites around the park system.

Events

Staff hosted Nature Play Days, partnered with ZFD for a water play day, and held several park and plays around town.

Staff attended the VRA Food Truck series on Monday nights in June to help share the improvements set for Lincoln Park and promote the Love for Lincoln campaign.

Nature Center

June marks summer camp season as our parks are filled with campers in the creek, forests, and at our Nature Center.

Recreation

Summer intro pickleball programs popped up at Mulberry Fields and recreation summer camps began.

Mulberry Fields

Structure Midwest continues progress towards the **Mulberry Fields Concession Stand** project. The contractor has completed the block installation and has begun framing the roofing.

Carpenter Nature Preserve

Mattcon continues initial grading and site prep for **Phase 1 Construction**. The entrance road has passed proof rolls tests and been an asphalt binder applied to provide adequate access to the Prairie Pavilion.

Turkeyfoot Park

Morphey Construction continues to make exceptional progress on the **Turkeyfoot Pedestrian Bridge Rehabilitation** project as helical piers were installed, runners poured, and trek decking installed.

Eagle Creek Trail - Holliday Corridor

The Holliday Bridge pedestrian railing is moving forward with install by Mofab Fabricators nearly complete. We anticipate opening the trail segment to the community in the coming weeks as the railing project wraps up.

Lincoln Park

Seven competitive bids were collected in the **Lincoln Park Refresh** bidding process. This project will next be before the Park Board consideration at the August 13th meeting.

The **Love for Lincoln** Fundraiser Campaign launched and has received decent exposure across local media channels. Stakeholders will have opportunities to purchase engraved bricks, commemorative piece of the decommissioned gazebo, and join a service day to pull existing bricks.

The Superintendent met with members of the community to discuss potential placement of a historic marker within Lincoln Park.

Zionsville Parks Foundation

The Superintendent joined the Foundation in celebrating two new recycled picnic tables provided by a grant from the Boone County Solid Waste District.

The Foundation approved several projects to benefit the park system including sponsoring a riparian restoration project along Elm Street Green-Lions Park Connector trail.

The Superintendent met with a new prospective board member.

Outreach + Updates

The Superintendent attended the Main Street Zionsville June Board meeting and Mingle on Main event.

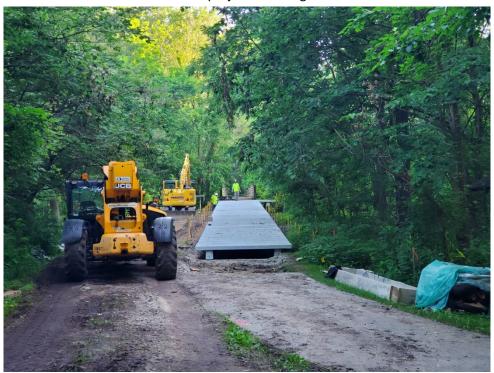
The Superintendent co-chaired Councilor Burk's informational session on the golf cart proposal over Turkeyfoot Bridge. Councilor Sampson and Norris were also in attendance.

The Superintendent attended the quarterly DNR Trails Advisory Board meeting in Terre Haute, IN.

The Superintendent met with representatives of Lebanon and Whitestown to initiative conversations of the Midland Trace Trail through Boone County.



Installation of the Holliday Bridge railing and construction of the Turkeyfoot Pedestrian Bridge approach rehabilitation project both began in June.



June 2025 Recreation Services Summary

Attendance/Program Summary:

Parks and Recreation Participants broken down as follows:

- 1,791 Zionsville Nature Center walk-ins
- 788 Zionsville Nature Center impromptu program attendance
- 278 Attended private group programs this month.
 - June 18 Zcamp Creek Exploration @ Elm Street Green 32, 33
 - June 24 Zcamp Creek Exploration @ Elm Street Green 20, 24
 - June 25 Zcamp Creek Exploration @ Elm Street Green 25, 27
 - June 26 Zcamp Creek Exploration @ Elm Street Green 35, 38
 - June 27 Zcamp Creek Exploration @ Elm Street Green 22, 22
- 1,601 Attended public programs, distributed as follows:
 - o 539 Attended Nature Center Programs
 - June 1 Insect Hunt: Building Habitat for Native Bees @ Elm Street Green 12
 - June 2 Jr Indiana Master Naturalist @ ZNC 16
 - June 3 Jr Indiana Master Naturalist @ ZNC 16
 - June 3 Discover Your Backyard: Mammals @ Starkey Nature Park 39
 - June 4 Jr Indiana Master Naturalist @ ZNC 16
 - June 4 Nature Potions @ Overley-Worman Park 28
 - June 5 Jr Indiana Master Naturalist @ ZNC 16
 - June 6 Jr Indiana Master Naturalist @ ZNC 16
 - June 6 Bubble Bonanza @ ZNC 52
 - June 7 Counselor-in-Training (CIT) Training 5
 - June 7 Wetland Exploration @ Zion Nature Sanctuary 18
 - June 9 Nature Navigators @ ZNC 19
 - June 10 Nature Navigators @ ZNC 19
 - June 11 Nature Navigators @ ZNC 18
 - June 12 Nature Navigators @ ZNC 18
 - June 13 Nature Navigators @ Elm Street Green 17
 - June 14 Drop-in Discovery: Camouflage @ ZNC 22
 - June 16 STEAM Camp @ Overley-Worman Park 13
 - June 17 STEAM Camp @ Overley-Worman Park 13
 - June 18 STEAM Camp @ ZNC 11
 - June 20 Meet the Animals @ ZNC 19
 - June 20 Animal Adventures: Insects @ Library 18
 - June 21 Sun Print Art @ Elm Street Green Cancelled due to low registration
 - June 23 Backyard Explorers Camp @ ZNC 17
 - June 24 Backyard Explorers Camp @ ZNC 19
 - June 25 Backyard Explorers Camp @ ZNC 20
 - June 26 Backyard Explorers Camp @ ZNC 20
 - June 27 Backyard Explorers Camp @ ZNC 20
 - June 28 Five Senses Scavenger Hunt @ Creekside Nature Park 4
 - June 30 Wilderness Adventure Camp @ ZNC 18
 - 774 Attended Outdoor Recreation and Outreach Programs
 - June 2 Dog Walk with Dolly @ Overley-Worman Park 16
 - June 3 Water Play Day @ Station 93 162
 - June 4 Park and PLAY @ Mulberry Fields Park 44
 - June 4 Heroes Kickball @ Mulberry Fields Park 73
 - June 5 Sirens and Suds @ Station 92 cancelled due to weather
 - June 7 Park and PLAY @ Zionsville Farmer's Market 288
 - June 9 Park Picnic and PLAY @ Lincoln Park 26
 - June 10 American Girl Camp @ Mulberry Fields 20



- June 11 Introduction to Pickleball @ Mulberry Fields 11
- June 12 Park and PLAY @ Royal Run HOA 28
- June 13 Park and PLAY @ Heritage Trail Park cancelled due to weather
- June 16 Summer Adventures Camp @ Mulberry Fields 20
- June 17 Summer Adventures Camp @ Mulberry Fields 20
- June 18 Summer Adventures Camp @ Mulberry Fields 19
- June 18 Park and PLAY @ Elm Street Green 21
- June 24 Enchanted Explorers Camp @ ZNC 19
- June 24 Park and PLAY @ Willows HOA 0
- June 25 Introduction to Pickleball @ Mulberry Fields cancelled due to weather
- June 27 Park and PLAY @ Lincoln Park 7
- 288 Attended Special Events
 - June 6 Stories in the Park @ Lion's Park 288

Additional Information:

- Zionsville Nature Play Days ran June 1 9 with FREE activities encouraging kids and families to get outside and play. Parks partnered with ZPD, ZFD, Hussey-Mayfield Memorial Public Library, Zionsville Farmer's Market, SullivanMunce, Lion's Park and Maplelawn Farmstead. Only two events were cancelled due to the weather.
- Staff attended the Village Resident Association Food Truck events on Mondays in June to promote Love for Lincoln. Brick engraving, reserving a portion of the gazebo or registering for our brick pulling event on September 13 are all options.
- Lebanon Reporter article for Love for Lincoln https://www.reporter.net/news/local_news/zionsville-parks-and-rec-launches-love-for-lincoln-campaign/article_3e1bd09a-8601-4163-9a36-be912d935f68.html
- The Zionsville Nature Center Gray rat snake received a new enclosure courtesy of Girl Scout Troop 3757 as a part of their Bronze Award Project.
- June Zionsville Nature Center Scavenger Hunt had 188 participants

Mindy Murdock, Director of Recreation Services







Nature Connections End of Year Report 2023 - 24

Prepared By: Rachel Felling, Naturalist

Program Summary:

The 2024-25 school was the third year for the Nature Connections program. We continued working with the third graders from Trailside and Eagle Elementary Schools, but also added Pleasant View Elementary. Between the three schools, we worked with 15 classes of 3rd graders, totaling over 350 students. The addition of Pleasant View meant the need for more staff, so Siera Stuart, Naturalist, joined to coordinate and facilitate the program at the additional site. The cost of the program, factoring in extra supplies and our typical outreach and field trip fees, was \$3375 total for all three schools, and was generously sponsored for the third year in a row by the Zionsville Parks Foundation. The purpose of this program is to create a deep understanding of and appreciation for our local ecosystems and inspire students to have positive impact while also helping to support the teacher's in-classroom work by following Indiana State Science Standards.

Outreach Sessions

The program involves two classroom outreach sessions. The first session was in the fall and focused on the basics of ecosystem science to build a solid foundation of understanding, including living and non-living ecosystem elements, physical and behavioral adaptations of plants and animals, and understanding habitats. The second outreach session took place in the winter and focused on taking our understanding of ecosystem science and factoring in human impacts, both positive and negative, with a specific focus on invasive species and watershed health. Both classroom outreach sessions took place with each individual class and lasted 75 minutes. Classroom outreach sessions utilized hands-on activities like "Web of Life" and "Who Polluted the Creek", as well as taxidermy, natural artifacts, and live animals.

Field Trip

The field trip portion of the Nature Connections program is the chance for the students to take the lessons learned in the classroom during the outreach sessions and apply them in the field. Due to each school's different needs and schedules, the field trips we structured a bit differently for each.



Naturalist, Siera Stuart, teaches students during a classroom outreach.

Eagle Elementary's field trip happen in the Zion Nature Sanctuary, adjacent to their school, so they are not limited by transportation offsite. Each of Eagle's third grade classes spent a morning with our staff and performed a water quality assessment of Cross Branch using a variety of measures like temperature, pH, turbidity (clarity of the water), visual clues, and by searching for bioindicator species. This was the highlight for each class! Students identified a variety of different creatures living in the stream, including many that need clean water to survive, which allowed students to determine that Cross Branch had excellent water quality!

Trailside and Pleasant View Elementary students traveled to Overley-Worman Park for their field trips. Over the course of multiple days, the students from these two schools assessed water quality in



Eagle Creek. Due to very high creek levels after heavy rains, some of Pleasant View's students assessed water quality in the pond of Overley-Worman Park instead of the creek, but they still had a blast and found plenty of interesting species! Even with rain events causing decreased water quality because of extra sediment in the water, all classes found Eagle Creek to be healthy and thriving.

Students test the water temperature of Eagle Creek.

• Service Project

The culminating activity of the Nature Connections program

is the Service Project. This activity intends to give students a chance to have a direct, hands-on, positive impact on the ecosystem. Just like the field trip portion of the program, each school was structured slightly different. Eagle Elementary's students came out with all three classes together at the end of the week following their field trip days. The students spent time pulling highly invasive Garlic Mustard from Zion Nature Sanctuary and then planted Swamp Milkweed plugs and made seedballs with Common Milkweed seeds and spread those throughout the sanctuary. Their service project has followed this model all three years and it continues to be a success!

Pleasant View Elementary's students focused exclusively on pulling Garlic Mustard in conjunction with their field trip day. Overley-Worman Park has plenty of Garlic Mustard to be pulled, so we were able to keep them busy with that! Trailside Elementary's service project took place at Heritage Trail Park this year, which is adjacent to the school. They planted a new native plant education garden next to the hoop house, planted native plants along the Big 4 Rail Trail, and spread seedballs in the bioswales of the park.

Between the three schools, over 70 industrial size trash bags full of Garlic Mustard were removed from our parks, hundreds of native plants were planted,



Students plant milkweed plugs in Zion Nature Sanctuary.

and thousands of Common Milkweed seeds were spread! Everyone wrapped up the service projects feeling tired and extremely proud of their hard work!

The success of both the field trips and service projects was a team effort. These events are a big lift for our team and required all Naturalist staff for most days, and Ryan Fry, Natural Resource Technician for the service projects. We also utilized our Volunteer Naturalists (newly trained earlier in the spring) for several of the field trips.



Program Review:

Review of a program is always essential for determining success, identifying areas for improvement, and making future adjustments. We gathered feedback using a simple student survey, requesting anonymous feedback from teachers, and debriefing as a staff.

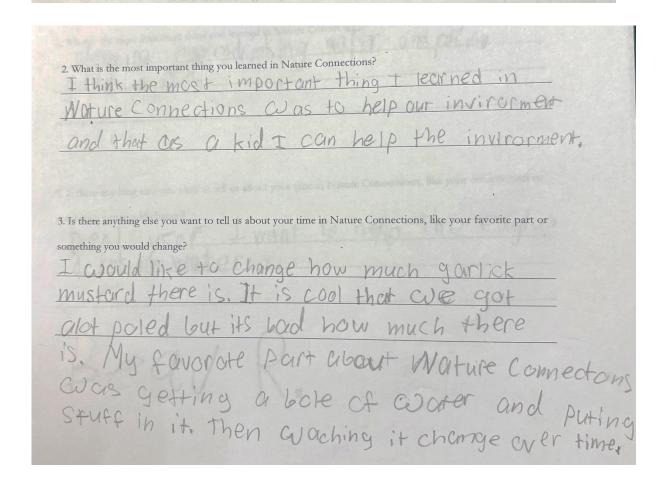
• Student Feedback

Students were given the opportunity to provide feedback via a simple survey given at the end of the service project. We kept it simple since time was limited and we wanted to prioritize the hands-on activities, but still wanted to hear what they had to say about the program. Feedback was overwhelmingly positive. A few responses are below:

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700 00	12/12/	U		

2. What is the most important thing you learned in Nature Connections?

A little help grom hupans use do a big change





Teacher Feedback

We utilized an anonymous online survey tool to acquire feedback from participating teachers on their opinion of the program. Some of the teachers are very familiar with it, having participated for multiple years, while others were joining for the first time. Like the students, their feedback is incredibly valuable for future planning and was very positive. A few of their responses are below:

- "The Nature Center Naturalists were phenomenal - great with the kids, prepared, organized, and very kind."
- o "Students were very interested in the content and loved the park experience."
- o "I thought all of the activities were extremely engaging and related to our curriculum. So fun and worthwhile!"
- o "I found it very informative and helpful for students (and chaperones). Everyone learned things from your team and has a new (or renewed) appreciation for nature."



Students test pH levels in the creek.

Future Application and Expansion

As we look towards the future, we hope to continue the growth

for Nature Connections. While we don't quite yet have the staffing capacity to add the other three elementary schools immediately, we anticipate growing with one more school during the 2025-26 school year. Early conversations with Zionsville Community Schools officials indicate that Boone Meadow Elementary would be very interested in adding the program next school year. Funding strategies for next year and beyond still need to be discussed among Zionsville Parks and Recreation, Zionsville Community Schools, and potentially Zionsville Parks Foundation leadership teams.

As we continue to grow the program, we will need to continue to grow our Volunteer Naturalist base to help assist with the large-scale field trips for Nature Connections. We hosted our first Volunteer Naturalist Training in spring of 2025 with several participants. We will continue to cultivate that program to help with the implementation and growth of Nature Connections going forward.

Additionally, our Naturalist staff will need to continue working with Natural Resources and ZPR leadership to make sure that our parks can handle more of these large groups. We also must work together to consider things like additional creek access points and service project needs, all of which increase with increased students participating.



Students search for creatures in Eagle Creek.



Final Thoughts

Nature Connections was a program I had hoped to implement for a long time when we got started three years ago. I wanted our programming to be more than a single outreach in a classroom or a one-time field trip. I wanted students to learn about their local ecosystems, see themselves within those ecosystems, and be inspired to have a positive impact. Nature Connections does all of those things and I am incredibly proud of the work we have been able to do with these students in a short period of time.

One of the best parts of this school year was being able to grow the program, not just within the schools we serve, but within our staff. Scaling anything can be a challenge, but challenges are easier to tackle with a good team. We added Pleasant View Elementary this year and tasked Siera with being the lead for the school, which came with 7 classes, and she jumped in with both feet. It has been a pleasure to watch her lead outreach programs, develop relationships with the teachers and students, and be the point person for the school. Additionally, I leaned heavily on Ryan Fry, Natural Resource Technician, for the service projects. His easy-going attitude and willingness to get things done made these tasks not just successful, but also fun to complete. We had other staff and volunteers lending their time and expertise to both the field trips and service projects this year in ways they had not in the past. Sharing the fun and fulfilment of the program as a team truly made this year special. I am very grateful to be part of such a stellar team working to make an impact on the students we serve and look forward to continued growth in the future.



Drone photo of Naturalist, Rachel Felling, teaching students in the creek.



Town of Zionsville 1100 West Oak Street Zionsville, Indiana 46077 www.zionsville-in.gov

Carpenter Nature Preserve Restoration Endowment Initiatives

Park Board,

We will soon welcome the community to the Carpenter Nature Preserve as we proceed with the first phase of construction. The preserve represents a capstone achievement to many of the Department's longstanding conservation efforts, and we know CNP will usher in a larger audience of future outdoor enthusiasts, wildlife experts, and nature stewards. In addition to our work within the first phase of construction, we have the opportunity to begin restoration efforts elsewhere in the preserve due to the generosity of the Carpenters and the support of the Zionsville Parks Foundation.

In April 2023, as the Parks Department requested the issuance of a municipal bond to purchase the preserve, the Carpenters pledged a \$500,000.00 endowment towards restoration and care of the property (Exhibit A). Utilizing this endowment administered by the Zionsville Parks Foundation, the two below projects have been approved for funding pending the Park Board entering into an agreement for the services listed.

Green Carpet Initiative- \$30,400.00

To enhance the visitor experience, and create an ecologically significant improvement, the Zionsville Parks and Recreation Department desires to prioritize enhancing the entrance into the preserve. We wish to roll out the "Green Carpet" with park frontage that serves as an example of invasive-free, reclaimed natural space.

The first phase of this initiative has begun in-house this spring as a series of volunteer weed wrangles targeted the invasive woody populations near the entrance of the park (the highest density of invasives within the project area). These efforts will resume in the fall as we schedule several more volunteer efforts to continue the push into the park, and we will plan to monitor and replant these areas with native flatwoods species in the coming years.

Just beyond this area, immediately south of the existing entrance drive as it winds back to the former clubhouse, is a 14 acre grassland prairie. An area of relatively low invasive populations, this prairie is a desirable project site as it would benefit from the progress against invasives being completed both to the north and east as a part of the in-house weed wrangles and disturbance of phase 1 construction. With a financial commitment from the Foundation, we seek to recruit the assistance of an ecological consultant to assist in site prep and initial plantings in this reclaimed area (Exhibit B). Beginning this work in 2025 will hopefully allow adequate time for desired populations to begin to emerge and the reclamation story to unfold front and center in 2026 and beyond as we open the preserve to the public.

317.873.5130

317.344.1176



Town of Zionsville 1100 West Oak Street Zionsville, Indiana 46077 www.zionsville-in.gov

Carpenter Nature Preserve Restoration Endowment Initiatives

Large Pond Enhancement Conceptual Plan- \$37,929.60

In addition to unique terrestrial habitats, the Carpenter Nature Preserve features two-thirds of a mile of Eagle Creek and three scenic ponds. In partnership with the Indiana Department of Natural Resources (DNR) and the INSWMP program, KCI Technologies will lead the ecological restoration of the entire stretch of the creek and its tributaries. This effort will include bank regrading, stabilization, erosion control, invasive species removal, and the installation of native plantings.

To expand this work, the Carpenters and Parks Department seek to begin restorative efforts of the remaining bodies of water. The ponds are intended to become focal points of ecological riches and visitor interactions within the preserve. To support this vision, the Carpenters, members of the Foundation, and I have met with KCI to discuss developing a restoration plan for the large pond (Exhibit C). This expanded effort will involve field data collection, vegetation surveys, water quality testing, and bathymetric sampling. The findings will inform a conceptual planning report outlining potential restoration projects and cost estimates, to inform a comprehensive, actionable and phased restoration plan to be implemented in future project cycles.

317.873.5130

317.344.1176

Exhibit A

ZIONSVILLE PARK AND RECREATION BOARD, ZIONSVILLE PARKS FOUNDATION, INC. AND DONOR MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU") is made and entered into this 3rd day of October, 2024 between the Zionsville Park and Recreation Board ("Park Board"), Zionsville Parks Foundation, Inc., an Indiana non-profit corporation ("Parks Foundation") and James R. and Nancy E. Carpenter ("Donor"), individually referred to as Party and collectively referred to as Parties.

WITNESSETH:

WHEREAS, the Park Board is the governing body of the Zionsville Department of Parks and Recreation ("Parks Department"), a municipal agency under the jurisdiction of the Town of Zionsville, Indiana, which provides parkland, cultural and recreational programming, and nature-based educational programming for the citizens of Zionsville; and

WHEREAS, the Parks Department exists to conserve greenspace and promote environmental stewardship through passive and active recreation, cultural programming, and nature-based education opportunities; and

WHEREAS, the Parks Foundation is a 501(c)(3) non-profit organization established to support the public in preserving, enhancing, and growing green spaces in Zionsville; and

WHEREAS, the Parks Foundation is able to pursue unique fundraising opportunities, made possible by the organization's non-profit status, to increase private sector support; and

WHEREAS, the Parks Foundation assists the Parks Department's fundraising efforts to attract private philanthropic support from individuals and organizations in the form of volunteerism and financial contributions; and

WHEREAS, the Parks Foundation coordinates with donors to accept major donations on behalf of the Parks Department for the acquisition of parkland and funding for park amenities or programming; and

WHEREAS, Donor has expressed an intent to provide a major donation to the Parks Foundation to ultimately be used to fund native ecosystem establishment and restoration at the Carpenter Nature Preserve; and

WHEREAS, the Parties intend to memorialize this donation and the process by which the donation will be provided, received and utilized to effectuate the Donor's intent and provide funding for native ecosystem establishment and restoration at the Carpenter Nature Preserve; and.

WHEREAS, the Parks Department desires to assist the Parks Foundation in its activities and foster its success by providing the Parks Foundation with access to resources of the Parks Department within legal limits; and

NOW, THEREFORE, in consideration of these mutual covenants and conditions, all of which are hereby acknowledged by the Parties hereto, the Parties hereto agree as follows:

Section 1 – Donor Commitments

- Donation Amount: The Donor commits to make a total contribution of Five Hundred Thousand Dollars
 (\$500,000)(the "Donation") to the Parks Foundation over a three year period with a cumulative payment of Two
 Hundred and Fifty Thousand (\$250,000) made in Year One (2024), a cumulative payment of One Hundred and
 Twenty Five Thousand (\$125,000) made in Year Two (2025) and a cumulative payment of One Hundred and Twenty
 Five Thousand (\$125,000) made in Year Three (2026).
- 2. This donation is for the purpose of supporting nature conservation projects and/or maintenance of these nature conservation projects at the Carpenter Nature Preserve, a park located at 601 S. 900 East, Zionsville, Indiana. These projects may include restoration, establishment and maintenance of forest and shrub ecosystems; prairie and grassland ecosystems; and stream, pond and wetland ecosystems in order to establish healthy and diverse ecosystems for native plants, insects, birds and other wildlife in line with the Designated Use as provided herein.
- 3. These projects are summarized in Exhibit A and further detailed in Exhibit C, "An Ecological Assessment of the Proposed Carpenter Nature Preserve" prepared by Kevin Tungesvick and Associates of Eco Logic for Rundell Ernstberger Associates on November 4, 2021 (Exhibit C) and as also detailed in the Carpenter Nature Preserve Master Plan presented to the Parks Board meeting on May 11, 2022 and the Zionsville Town Council meeting on May 16, 2022.

(https://zionsville-in.gov/DocumentCenter/View/7717/Carpenter-Nature-Preserve-Master-Plan) and as amended on February 15, 2024 (Exhibit D).

- 4. Designated Use: The Donor specifies that the donated amount shall be allocated towards projects specified in Sections 1.2 and 1.3 above and further detailed in Exhibits A, C and D or for additional similar ecosystem projects for Carpenter Nature Preserve that have been submitted to the Zionsville Parks Foundation by the Zionsville Parks Department and/or Board and have been approved by a 2/3 majority vote of the Zionsville Parks Foundation Board of Directors.
- 5. These projects will work in coordination with the Indiana Department of Natural Resources (INDNR) proposed use of the Indiana Stream and Wetland Mitigation Program (IN SWMP) credits to restore aquatic resources and habitats on the Carpenter Nature Preserve.
- 6. Once the Donation, or a portion of the Donation, is made to the Parks Foundation, the Donor will not seek reimbursement of the Donation, or reimbursement of a portion of the Donation.

Section 2 - Parks Foundation Commitments

- 1. The Parks Foundation will receive the Donation from the Donor in Year 1, Year 2 and Year 3.
- 2. The Parks Foundation will retain the portions of the Donation received in a bank account reserved for earmarked projects.
- 3. Should the Parks Foundation cease to exist for any reason, the Parks Foundation shall transfer the Donation (or portion of the Donation) to the Parks Department upon dissolution, or earlier if requested by the Parks Department.
- 4. The Parks Foundation agrees to allocate the donated amount according to the specifications provided by the Donor. The Parks Department and/or Parks Board will submit proposals with cost, and timeline to the Parks Foundation and the Board of the Zionsville Parks Foundation will by 2/3 majority vote approve the allocation of the funds to the Parks Department and/or Park Board for the project and will allocate funds in a timely fashion. Alternatively, the Parks

Foundation may propose a project with proposed cost and timeline to the Parks Department and/or Park Board and if such project is approved by both the Parks Foundation and the Parks Board, the Board of the Zionsville Parks Foundation will allocate funds in a timely fashion to the Parks Department and/or Park Board. The Park Board will enter into a direct contractual relationship with a vendor of their choosing, in accordance with applicable procurement laws, and will oversee the project, its costs and timelines. The Parks Foundation will fund the project.

- 5. The Carpenters (both James and Nancy together or singly if one is deceased) retain the right to directly present requested projects in a cumulative amount of up to \$75,000 of Donation to the Board of the Parks Foundation. The Board of the Parks Foundation shall, upon a determination that the requested projects comply with the Designated Use as provided herein, submit the Donor requested projects to the Park Board for its approval.
- **6.** Reporting: The Parks Foundation shall provide regular updates and reports (no less than once annually or interim reports by request) to the Donor regarding the progress of the designated project or purpose. Reports shall include financial statements, project milestones, and any relevant documentation as reasonably requested by the Donor.

Section 3 - Park Board Commitments

- 1. The Park Board, upon receipt of the Donation (or portion of the Donation) shall utilize the Donation or portion thereof to fund the approved project.
- 2. The Park Board will expend the Donation in accordance with Indiana Law and Town of Zionsville policies and only for the purposes set forth in this MOU.
- 3. Acknowledgment: The Parks Board shall acknowledge the Donor's contribution appropriately, which may include but is not limited to, naming rights, plaques, or other forms of recognition and the term of that recognition as agreed upon by all parties and as set forth by the Zionsville Parks & Recreation Facilities naming Rights Policy (Exhibit B).

Section 4 - Term and Termination

This MOU shall be effective upon signature of all Parties and will be in effect shall remain in effect until the completion of the designated and funded projects or purpose, and the Donation is spent in its totality unless otherwise terminated by mutual agreement of all parties. Any revisions and/or extensions must be in writing and approved by the Park Board, Parks Foundation and Donor.

Section 5 - Intent

The Parties shall do all of the above in good faith, and with an earnest and eager intent to work diligently toward the mutual goal of expanded public wellbeing for the residents of the Town of Zionsville and for the natural ecosystems in the Carpenter Nature Preserve.

Section 6 - Effect

This MOU is intended to be legally binding and will be enforceable by and on the Parties.

Section 7 - Governing Law

This MOU shall be governed by and construed in accordance with the laws of Indiana.

n witness whereof, the parties hereto have executed this Memorandum of Understanding as of the date first a	bove
vritten.	

IN WITNESS WHEREOF, we have hereunto	set our hands this 3rd day of October	, 2024.
	John Salewicz President	
	ZIONSVILLE PARKS FOUNDATION, INC. President President or ZPF Board-appointed Designee	
	James R. Carpenter My Cart	

Nancy E. Carpenter

Summary of Designated Uses for the Donation to the Zionsville Parks Foundation by James and Nancy Carpenter.

These projects are outlined in "An Ecological Assessment of the Proposed Carpenter Nature Preserve" prepared by Kevin Tungesvick and Associates of Eco Logic for Rundell Ernstberger Associates on November 4, 2021 (Exhibit C) and is also detailed in the Carpenter Nature Preserve Master Plan presented to the Parks Board meeting on May 11, 2022 and the Zionsville Town Council meeting on May 16, 2022.

- A. Maintaining the 2 Pollinator Meadows planted by the Carpenters prior to the sale of the property to Zionsville Park Dept. subject to use changes by future plans for this area such as a nature center and playground.
- B. Invasive species removal as recommended in "An Ecological Assessment of the Proposed Carpenter Nature Preserve" prepared for Rundell Ernstberger Associates on November 4, 2021. (Exhibit C). Examples of invasive species, include:
 - Trees Callery pear, Autumn Olive, Black Locust, Osage Orange and White Mulberry
 - Shrubs Amur honeysuckle, Multiflora Rose, Burning Bush, Privet,
 - Grasses non-native fescues, bluegrass and creeping bentgrass and other non-native golf course and ornamental grasses such as Maiden Grass, Ravenna Grass and Fountain Grass.
 - Herbaceous plants Sweet Clover, Red Clover, Common Teasel, Queen Anne's Lace, Canada Thistle, Common Mullein, Reed Canary Grass, Parsnip, Poison Hemlock, Garlic Mustard
 - Vines Oriental bittersweet, Wintercreeper, Myrtle
- C. Restoring Plant Communities as recommended by Eco Logic in the above referenced documents.
 - Prairie Establishment for Grassland Bird Habitat
 - Shrub Plantings for Shrubland Bird Habitat
 - Floodplain Reforestation Area
 - Mesic Sloping Woodland Restoration
 - Flatwood Establishment
 - Bioretention areas for storm water capture and wet-tolerant species.
- D. Fund further studies by Eco Logic, Cardno or similar firms, by non-profits such as the Nature Conservancy of Indiana, Central Indiana Land Trust, Indiana Native Plant Society, Amos Butler Audubon Society or similar or by the Indiana DNR or similar governmental entities.



Parks and Recreation Facilities Naming Rights Policy

Purpose

This document describes the policies and general procedures governing the opportunity for donors to name, dedicate, or rename Town of Zionsville park and recreation facilities appropriately in return for significant financial contributions. These guidelines are developed to support, coordinate and manage the process to ensure consistency in naming structures, amenities, and spaces.

Approval of naming of Zionsville Parks and Recreation facilities is vested with the Zionsville Park Board. The administration of this policy is the responsibility of the Superintendent of Parks and Recreation.

The opportunity for naming rights as a means to raise non-tax revenue and/or fund capital expenditures is to be coordinated through the Zionsville Parks Foundation by written Memorandum of Understanding agreement and forwarded to the Parks Superintendent. The Parks Superintendent will forward naming rights agreements with a recommendation to the Park Board for final approval.

At no time should promises or commitments regarding naming rights be made in advance of final approval by the Board of Parks and Recreation. Written agreements must be signed by the donor(s) and shall outline any terms or conditions regarding naming rights prior to submittal.

Definitions

Naming: The permanent or temporary name assigned to a Town of Zionsville Park and Recreation Facility

Naming Rights: An individual, family, private business, or corporation may purchase the right to name a fixed asset. The naming right is sold for cash or other revenue support for a specific period of time.

Facilities: Buildings including interior and exterior spaces, sports fields, open spaces, parks, playgrounds, shelters, sports courts, trails, park benches, trees, water fountains, flowerbeds, sports equipment, brick pavers and decorative walls.

Major Gifts: The Town of Zionsville holds many residents who provide significant contributions to the betterment of the community's park system. On occasion, the significance of such donations may warrant consideration from either the donor or another party to acknowledge such a gift by naming. A Major Gift is defined as any land donation, park asset, or financial contribution in excess of \$50,000.00.

Exclusions: Categories of facilities eligible for naming rights may be added or excluded from this list by the Mayors Administration.

Naming Opportunities

Naming for Major Donations

From time to time, a significant donation made to the Town of Zionsville or Zionsville Parks Foundation may add considerable value to the Town's park and recreation system. On such occasions, recognition of this donation by naming a new park and/or recreation facility in honor of or at the request of the donor will be considered.

As a guideline, the threshold for considering naming rights for a park or recreation facility will include one or more of the following:

- 1. Land for the majority of the park was deeded to the Board of Parks and Recreation or sold at a below market bargain sale value.
- 2. Contribution of a minimum of 75% of the capital construction costs associated with developing the park or recreational facility.
- 3. Provision of a minimum endowment for the continued maintenance and/or programming of the park/recreational facility.

Recognition

Markers may be placed in parks and on park facilities to recognize individuals/groups/events to be honored or memorialized. These identifications shall be approved by the Superintendent of Parks and Recreation and Board of Parks and Recreation. Any signage or markers must conform to any policy on signage and wayfinding.

Naming Recreation Facilities within Parks

Recreational facilities within parks include, but are not limited to, buildings including interior and exterior spaces, sports fields, open spaces, parks, playgrounds, shelters, sports courts, trails, park benches, trees, water fountains, flowerbeds, sports equipment, brick pavers and decorative walls.

Named Scholarship or Program Endowments

Significant contributions to the continuation of a program, event, or scholarship opportunity may merit naming rights.

Non-Donation based Naming Decisions

Non-donation-based naming/renaming proposals should be brought to the Parks Superintendent for consideration. Proposals for non-donation-based naming recommendations should foster broad community support, memorialize a historical figure family or event, recognize a unique geographic or ecological feature, or celebrate an appropriate outstanding citizen or group. Final approval of naming requests remain with the Board of Parks and Recreation.

Regulations Regarding Naming Rights of Parks and Facilities

- 1. In granting naming rights, due regard shall be taken of the need to maintain an appropriate balance between commercial considerations and the Town's stewardship role for public parks and recreation facilities.
- 2. The naming rights shall be for a specific fixed term to be negotiated on a case-by-case basis.
- 3. Any accepted donations or gifts are to remain a public amenity. Any exclusive utilization or priority for use of a named facility or park area should be negotiated separately from the naming rights process and balance public access.
- 4. The Plan for display of the names of individual(s)/corporation being recommended should be included on the submitted proposal to the Park Board and comply with any Town of Zionsville Signage Ordinance.
- 5. If a company changes its name, the naming rights may be changed to reflect the new name by mutual agreement. The cost to change the name on the sign will be the responsibility of the company and must meet the aesthetic and design of the Parks and Recreation Department.
- 6. Any proposed name/naming rights must support a strong positive image and the values of the Town of Zionsville and community. In general, the following industries and products are not eligible for naming rights- religious and political organizations, companies that substantially derive income through the sale of alcohol, tobacco, firearms, pornography, gambling, or lewd behaviors.
- 7. The Town of Zionsville retains all rights to manage and control the facility being named.

- 8. Naming rights may be renewed by mutual agreement with the donor and Board of Parks and Recreation.
- 9. Termination Rights: The donor of naming rights may revoke the naming rights at any time with the understanding that no refund or reduction of financial commitment will occur.
 - a. Termination by the Town of Zionsville- The Town reserves the right to terminate naming rights where continuation of the relationship would bring the Town into disrepute.

Implementation Procedures

An initial list of proposed naming opportunities will be developed by the Superintendent of Parks and Recreation. The Superintendent will submit the list to the Board of Parks and Recreation for review and approval. The initial list of proposed naming opportunities is to include a description of the space, amenity, or facility proposed for naming. This list may be amended by the Board of Parks and Recreation at any time.

The Board of Parks and Recreation will authorize, through MOU agreement, the Zionsville Parks Foundation to seek, negotiate, and secure donors who seek to purchase naming rights to parks and recreation facilities identified by the Board of Parks and Recreation.

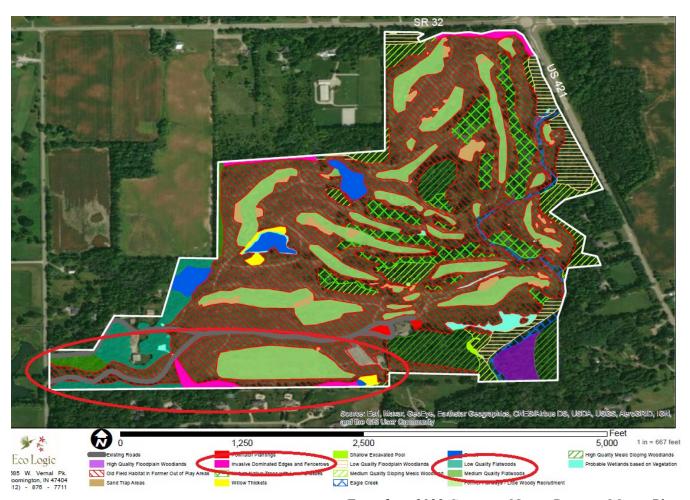
The Zionsville Parks Foundation will develop and implement a marketing strategy to secure donors for the purchase of naming rights for the identified park and recreation facilities. The Foundation will identify potential donors, negotiate proposed agreements and forward the agreement to the Superintendent of Parks and Recreation. The Superintendent will submit the agreement to the Board of Parks and Recreation for final approval.

Following Board of Parks and Recreation approval, the donor will contribute the funds to the Zionsville Parks Foundation. The Foundation will forward the funds to the Zionsville Parks and Recreation Department for utilization in the acquisition, construction, or purchase of the desired park and recreation facility.



Exhibit B Green Carpet Initiative

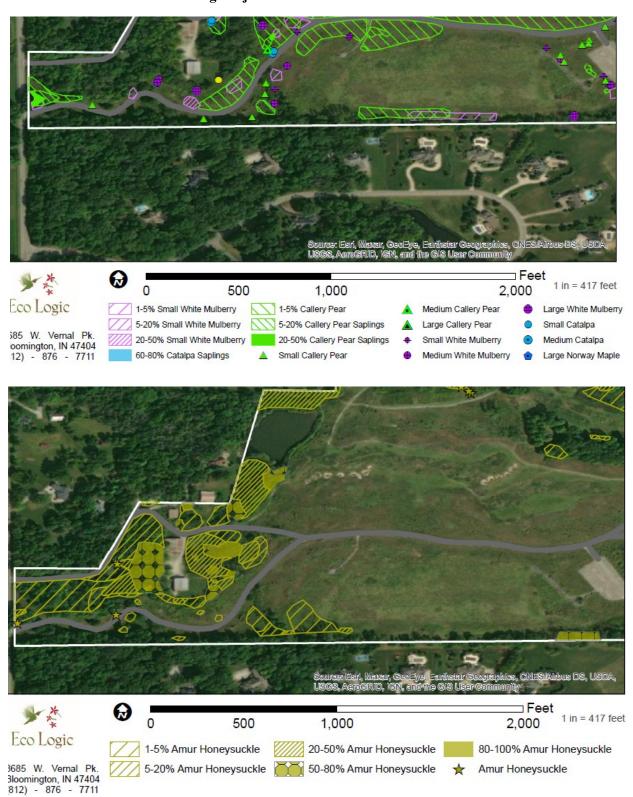
Green Carpet Initiative Project Site



Exert from 2022 Carpenter Nature Preserve Master Plan



Invasive Plant Communities along Project Site





March 3, 2025

Jarod Logsdon
Superintendent of Parks and Recreation
Town of Zionsville

Hello Mr. Logsdon,

Reference: Carpenters Nature Preserve: Green Carpet Initiative

The opportunity to support Zionsville Parks and Recreation is sincerely appreciated by Stantec. Zionsville Parks has initiated the Green Carpet Initiative focusing on approximately 26 acres along the entrance into the park. This scope is specific to approximately 14.25 acres located south of the main entrance drive that is primarily non-native grass species and low density woody species.

Task 1 Site Preparation

The approximately 14.25 acres of fallow former golf course south of the entrance lane will be converted into native prairie. Due to the current well established non-native grass mix and unknown seedbank, efforts to remove and deplete the existing plant community will be critical for long-term success and reduced maintenance requirements post seed installation and establishment. Stantec will mobilize to cut and treat non-woody species within the work area with woody cut debris left to decompose on-site out of the work area in a location coordinated with Zionsville Parks and Recreation staff. Up to 4 mobilizations for herbicide treatment of all vegetation will be coordinated with the Parks department who will be responsible for regular mowing. The first two mobilizations are anticipated to be a complete treatment with a non-selective herbicide to kill all existing emerged vegetation. The second two visits, both in timing and extent, will be based on site conditions and vegetative response. A non-uniform plant response is anticipated and is likely to be scattered throughout the work area so an adaptive management strategy is critical for success.

Task 2 Native Seed Installation

Seeding is anticipated to occur in the Fall of 2025 and will be predominately a native grass species with early successional forbs that are associated with easy establishment within disturbed sites. Exact species mix will be confirmed with the client prior to acquiring the seed material. This scope is for a seed mix comprised of no more than 6 native grasses of low stature and no more than 8 forbs. The mix will be selected to enhance the native plant communities and wildlife/pollinator habitats while remaining relatively low maintenance as additional perennial forbs may be added to the area after the initial establishment has occurred.

ASSUMPTIONS

To supplement Stantec's Scope of Services described above, the following assumptions have been made and are reflected in Stantec's fee estimate:

Reference: Carpenters Nature Preserve: Green Carpet Initiative

- 1. Invasive species' presence and density is influenced and determined by pre-existing conditions and established populations within the surrounding landscape which is outside of the project boundaries and beyond the control of Stante and the Client. The extent and diversity of the non-native and invasive species seed bank is not known.
- 2. Undesirable species are to be actively managed for overall reduction in coverage and number with no guarantee of eradication within one season.
- 3. As the park is not open to the public, the entry is gated and locked. Stantec will follow gate protocols and Parks staff will provide the lock code for site access. The code will not be made public.
- 4. Supplemental seeding is not included in this scope.
- 5. Seed installation completion date may be extended to spring of 2026 if prescribed burn is authorized, and prescribed burn is not able to be completed until February or March of 2026. Prescribed burn scope and pricing provided to client in a separate document.

Project Schedule and Fee Estimate

Project Deliverables

A. Type of Deliverables

- B. Five (5) mobilizations to the property for site preparation tasks.
- C. One (1) mobilization for seeding installation.
- D. Four (4) on-site site walks with client for management coordination.
- E. Site updates including planned and actual site work and synopsis of completed activity(s) provided by email.

F. Scope of Deliverables

Included under Services Description and Objectives.

G. Key milestones and related interim Deliverables

Services to be completed within the growing season of 2025.

Project Schedule

Task	Estimated Start Date	Estimated Completion Date		
Project Management	Ongoing	Ongoing		
Herbicide and site preparation	April 1, 2025	October 31, 2025		
Native Seed Mix Installation	September 1, 2025	December 19, 2025		

Reference: Carpenters Nature Preserve: Green Carpet Initiative

Fixed Fee

Carpenters Nature Preserve Green Carpet Initiative							
Task 1 Site Preparation	\$15,400.00						
Task 2 Native Seed Installation	\$15,000.00						
Total Project Cost, Fixed Fee	\$30,400.00						

Thank you for the continued opportunity to support Zionsville Parks and Recreation. If you have any questions or require additional information, please contact me at 463-269-3811 or by email at crystal.deboer@stantec.com. We look forward to working with you on this Project.

Best regards,

Stantec Consulting Services Inc.

Senior Associate, Senior Environmental Scientist/Ecologist crystal.deboer@stantec.com

Attachment: Attachment

Crystal DeBoer

EXHIBIT C



ISO 9001:2015 CERTIFIED

Engineers • Planners • Scientists • Construction Managers

5672 W. 74th Street • Indianapolis, IN 46278 • Phone 317-243-9200 • Fax 317-243-9201

CARPENTER NATURE PRESERVE POND ENHANCEMENT CONCEPTUAL PLAN

June 2, 2025

Zionsville Board of Parks and Recreation 1100 West Oak Street Zionsville, IN 46077

Attn: Mr. Jarod Logsdon, Superintendent

Subject: Carpenter Nature Preserve Pond Enhancement – Conceptual Plan

KCI Technologies, Inc. (KCI) is pleased to submit this proposal (the "Proposal") to the Zionsville Board of Parks and Recreation ("Client") for the work (the "Work") described in detail in the Scope of Services section of this Proposal. The Proposal shall be valid for a period of thirty (30) business days from the date above. Acceptance and execution thereafter shall be conditioned on KCI's reaffirmation of the Proposal.

The Proposal includes the exhibits attached hereto. If this Proposal is accepted and executed by Client, then the other exhibits, along with this Proposal, shall constitute a complete and legally binding contract between KCI and Client.

PROJECT UNDERSTANDING

This Proposal is limited exclusively to the Services as described below and anything not expressly described shall be considered expressly excluded from the Services. Any modifications to the Services made after execution of this Proposal will be Additional Services unless otherwise agreed to in writing by both parties.

KCI has prepared a proposal to perform baseline data collection on the northern pond at the Carpenter Nature Preserve and develop a conceptual planning document to guide future projects aimed at enhancing the ecological function of the pond.

SCOPE OF SERVICES

TASKS

1. Field Data Collection

KCI will collect baseline data to assess the shoreline vegetative composition, water quality, and topographical features of the pond in an effort to understand the current condition of the resource and where enhancements could be proposed.

1.1. Vegetation Survey

Shoreline vegetation will be surveyed along the pond shoreline to document the presence of existing vegetative communities, invasive species presence and location, and any species or communities of interest. No vegetation survey will take place for plants below the waterline. A general site investigation will take place during the vegetation survey to locate channels draining into the pond, upstream and shoreline

Employee-Owned Since 1988

features of note, and determine locations where enhancements to water quality, vegetative community, and habitat may be proposed.

1.2. Water Quality and Soil Sampling

Water quality grab samples will be taken from the pond and submitted to a laboratory for testing to determine the nitrogen and phosphorus concentration within the pond as well as lead and arsenic levels that may impact future use of the pond by the public and by wildlife. Samples will be taken from the shoreline and it is assumed that the pond is evenly mixed. One sample will be collected in July from the pond to test for lead and arsenic. Five samples will be collected (one sample per month for 5 months) to test for nitrogen and phosphorus. These five samples will be collected from June through October of 2025. The proposed schedule and/or frequency may be adjusted in coordination with the Client based on the Notice to Proceed date. A single soil sample will be collected from the pond bottom and submitted to a laboratory for heavy metals testing.

1.3. Topographic and Bathymetric Survey

A full topographic survey of the land surrounding the pond (as outlined in red in the below image), as well as the bathymetry of the pond beneath the water line will be completed as part of the conceptual planning process. This survey will identify visible drainage infrastructure draining into the pond, pond outflow infrastructure, and two cross-sections of the depth of settled muck at the bottom of the pond. The survey will also include the pond dam, intake structure, and outfall culvert locations but will not provide a functional or engineering assessment of those features. KCI scientists will conduct a visual assessment of the dam face and readily observable features during the general site investigation.



2. Conceptual Plan

KCI will compile and analyze the field collected data and develop actionable recommendations for specific projects to enhance the ponds ecological function. These data and recommendations will be summarized into a conceptual plan report and supplied to the Client in pdf format. The conceptual plan report may

include collected data and photographs, the topographic survey, exhibits, a narrative description of recommendations, and rough, preliminary cost estimates for the recommendations. The plan will not include conceptualized illustrations representing proposed enhancement actions.

Deliverables:

KCI will provide the Client with the results of all site inspection and data gathering compiled into a conceptual planning report at the conclusion of this project. The report will be delivered in electronic format to the Client.

Schedule of Work:

KCI intends to complete the data collection and conceptual plan report for transmittal to the Client by December 31, 2025.

FEES AND PAYMENTS

The following fees are for the performance of the Services listed in the Scope of Services above. The fees listed in this section do not cover any Additional Services, or any other services that are not specifically described as part of the Services.

KCI's fee for the Work listed in the Scope of Services above will be lump-sum cost of \$37,929.60. KCI will submit monthly invoices based on the percent of services completed during the previous month.

Changed conditions or additional requirements may result in an adjustment to estimated fees and/or schedules. Any estimate made by KCI to Client of the anticipated fees or completion schedule for its Services is understood to be informational only. KCI does not guarantee the accuracy of fee estimates, shall not be bound by the fee estimates as limits on the amount to be expended and charged in completion of the Services or any component thereof, and shall bill and be paid for fees that exceed these fee estimates as a result of the changed conditions or additional requirements.

CONCLUSION

KCI welcomes the opportunity to collaborate with the Zionsville Board of Parks and Recreation on this project. The KCI point of contact ("POC") for this Proposal is Brad Shoger, Practice Leader, who may be contacted at either 463-233-9063 – office, 317-727-8248 – cell, or Brad.Shoger@kci.com.

Respectfully,

Brad Shoger

Resource Management Midwest

Practice Leader Associate

Associate

James Deriu

Water and Environment North

Service Line Leader

Vice President

Cc: Zionsville Parks Foundation

KCI Project # - 00049305_001

Project Name - Carpenter Nature Preserve Pond - Conceptual Plan

Project County - Boone

•			KCI Technologies							
	Hourly Rate	\$ 230.00	\$ 180.00	\$ 120.00	\$ 120.00	\$ 90.00	\$ 70.00			
2025 Cost Estimate	Classification		Project Manager	Project Scientist	Design Engineer	Senior Scientist	Project Accountant	Labor		Total Fee
1.0 Field Data Collection - Labor										
	Vegetation Survey	0	4	4	4	4	0		\$	2,040.00
Water Quality and Soil Sampling (5 water sar	nples and 1 soil sample)	0	0	0	0	15	0		\$	1,350.00
Topographic	and Bathymetric Survey	0	2	0	2	0	0		\$	600.00
	Labor Sub Total	0	6	4	6	19	0		\$	3,990.00
1.0 Field Data Collection - Directs		# Miles	# Nights	# People				Rate	Direc	ts Fee
Mileage (7 rou	indtrips - 24 miles each)	168						\$ 0.70	\$	117.60
	Lodging		0	0				\$ 120.00	\$	-
	Food			0					\$	-
Topographic and Bathymetric								\$ 20,972.00	\$	20,972.00
Water Quality Testing - Laboratory Test (\$200 nutrient	t x5, \$180 heavy metals)							\$ 1,180.00	\$	1,180.00
	Soil Test (1 sample)							\$ 450.00	\$	450.00
	Directs Sub Total								\$	22,719.60
	Task 1 TOTAL								\$	26,709.60
2.0 Conceptual Plan - Labor										
	Graphics	0	0	8	0	0	0		\$	960.00
	Data Analysis	0	8	6	8	6	0		\$	3,660.00
	Narrative	0	12	10	10	0	0		\$	4,560.00
	QAQC	2	4	0	0	0	0		\$	1,180.00
	Client Coordination	0	4	0	0	0	2		\$	860.00
	Labor Sub Total	2	28	24	18	6	2		\$	11,220.00
2.0 Conceptual Plan - Directs		# Miles	# Pages	Other				Rate	Direc	ts Fee
	Mileage	0						\$ 0.70	\$	-
	Printing		0					\$ 0.05	\$	-
	Other			0				\$ -	\$	-
	Directs Sub Total								\$	-
	Task 4 TOTAL								\$	11,220.00
			1							
	PROJECT TOTAL	2	34	28	24	25	2		\$	37,929.60

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT FOR PROFESSIONAL SERVICES ("Agreement") is hereby made and entered into by and between the Town of Zionsville, Indiana Board of Parks and Recreation, (hereinafter "Park Board"), and Stantec Consulting Services, Inc., an entity duly authorized to conduct business within the State of Indiana (hereinafter "Professional").

RECITALS

WHEREAS, the Park Board owns and is responsible for the operation and maintenance of its property, personnel, public works and infrastructure; and

WHEREAS, from time to time, the Park Board needs professional assistance in fulfilling its foregoing responsibilities; and

WHEREAS, Professional is experienced in providing and desires to provide to Park Board the professional services ("Services") referenced herein; and

WHEREAS, Park Board desires to engage Professional as an independent contractor for the purpose of providing to Park Board the Services referenced herein;

NOW, THEREFORE, in consideration of the foregoing recitals and the covenants and conditions set forth herein, Park Board and Professional mutually agree as follows:

SECTION 1 INCORPORATION OF RECITALS

The foregoing Recitals are hereby incorporated into this Agreement and made a part hereof.

SECTION 2 SCOPE OF SERVICES

- 2.1 Park Board desires to engage Professional as an independent contractor for the Services set forth in Exhibit A, which is attached hereto and incorporated herein by this reference.
- 2.2 Time is of the essence of this Agreement.

SECTION 3 PARK BOARD'S RESPONSIBILITIES

- 3.1 Park Board shall provide such information as is reasonably necessary for Professional to understand the Services requested.
- 3.2 Park Board shall provide all internal data required for provision of Services. Professional may assume that all data so provided is correct and complete.
- 3.3. Park Board shall arrange for Professional to enter upon public and private property as reasonably required for Professional to perform the Services.

3.4 Park Board shall designate the Superintendent or his duly authorized representative to act on Park Board's behalf on all matters regarding the Services.

<u>SECTION 4</u> <u>PROFESSIONAL'S RESPONSIBILITIES</u>

- 4.1 Professional shall perform the Services pursuant to the terms of this Agreement and within any applicable time and cost estimate.
- 4.2 Professional shall coordinate with Park Board its performance of the Services.
- 4.3 Professional shall be responsible for obtaining all necessary 3rd party data required for provision of the Services at its own expense.
- 4.4 Professional shall provide the Services by following and applying at all times reasonable and lawful standards as accepted in the industry.

SECTION 5 COMPENSATION

- 5.1 Professional estimates that the total price for the Services to be provided to Park Board hereunder shall be no more than Thirty Thousand Four Hundred Dollars (\$30,400.00) (the "Estimate"). Professional shall submit an invoice to Park Board not more than once every thirty (30) days for Services provided Park Board during the time period encompassed by such invoice. Park Board shall pay Professional for all undisputed Services rendered and stated on such invoice within forty-five (45) days from the date of Park Board's receipt of same.
- 5.2 Professional agrees not to provide any Services to Park Board that would cause the total cost of same to exceed the Estimate without Park Board's prior written consent.

SECTION 6 TERM

Unless otherwise terminated in accordance with the termination provisions set forth in Section 7.1 hereinbelow or modified in writing with the consent of the parties hereto, this Agreement shall be in effect from the Effective Date until the Services have been completed according to the schedule set forth in Exhibit A.

SECTION 7 MISCELLANEOUS

7.1 Termination

- 7.1.1 The obligation to provide all or any portion of the Services under this Agreement may be terminated by Park Board, without cause, upon thirty (30) days' written notice.
- 7.1.2 The obligation to provide all or any portion of the Services under this Agreement may be terminated by Park Board, for cause, immediately upon Professional's receipt of Park Board's "Notice to Cease Services."

7.1.3 In the event of full or partial Agreement termination, and as full and complete compensation hereunder, Professional shall be paid for all such Services rendered and expenses incurred as of the date of termination that are not in dispute, except that such payment amount shall not exceed the Estimate. Disputed compensation amounts shall be resolved as allowed by law.

7.2 Binding Effect

Park Board and Professional, and their respective officers, officials, agents, partners and successors in interest are bound to the other as to all Agreement terms, conditions and obligations.

7.3 No Third Party Beneficiaries

Nothing contained herein shall be construed to give rights or benefits to anyone other than the parties hereto.

7.4 Relationship

The relationship of the parties hereto shall be as provided for in this Agreement, and neither Professional nor any of its agents, employees or contractors are Town of Zionsville, Indiana employees. Professional shall have the sole responsibility to pay to or for its agents, employees and contractors all statutory, contractual and other benefits and/or obligations as they become due. Professional hereby warrants and indemnifies Park Board for and from any and all costs, fees, expenses and/or damages incurred by Park Board as a result of any claim for wages, benefits or otherwise by any agent, employee or contractor of Professional regarding or related to the subject matter of this Agreement. This indemnification obligation shall survive the termination of this Agreement.

7.5 Insurance

- 7.5.1 Professional shall, as a condition precedent to this Agreement, purchase and thereafter maintain such insurance as will protect it and Park Board from the claims set forth below which may arise out of or result from Professional's operations under this Agreement, whether such operations be by Professional or by its subcontractors or by anyone directly or indirectly employed by any of them, or by anyone directly for whose acts any of them may be liable:
 - 1) Claims under Worker's Compensation and Occupational Disease Acts, and any other employee benefits acts applicable to the performance of the work;
 - 2) Claims for damages because of bodily injury and personal injury, including death, and;
 - 3) Claims for damages to property.

Professional's insurance shall be not less than the amounts shown below:

A. Commercial General Liability (Occurrence Basis)

Bodily Injury, personal injury, property damage,
Contractual liability, product/completed operations

Each Occurrence Limit

\$1,000,000.00

Damage to Rented Premises \$100,000.00

(each

occurrence)

Medical Expense Limit \$5,000.00

Personal and Advertising Injury Limit \$500,000.00

General Aggregate Limit \$2,000,000.00 (Other

than Products

Completed Operations)

NOTE: GENERAL AGGREGATE TO APPLY PER PROJECT

Products/Completed Operations \$1,000,000.00

B. Auto Liability \$1,000,000.00

(combined single limit) (owned, hired & non-

owned)

Bodily injury & property damage \$1,000,000.00

each accident

C. Excess/Umbrella Liability \$2,000,000 (each

occurrence and aggregate)

D. Worker's Compensation & Disability Statutory

E. Employer's Liability:

Bodily Injury by Accident/Disease: \$100,000 each employee Bodily Injury by Accident/Disease: \$250,000 each accident Bodily Injury by Accident/Disease: \$500,000 policy limit

F. Professional Liability Insurance. The Professional shall carry and maintain during the continuance of this Agreement, professional liability insurance in the amount of \$2,000,000 for single limit claims and \$3,000,000 in the aggregate. The Professional's policy of insurance shall contain prior acts coverage sufficient to cover all Services performed by the Professional for this Project. Upon Park Board's request, Professional shall give prompt written notice to Park Board of any and all claims made against this policy during the period in which this policy is required to be maintained pursuant to this Agreement. If the insurance is written on a claims-made basis and coverage is cancelled at any time, the Professional will obtain, at its cost, an extended reporting endorsement which provides continuing coverage for claims based upon alleged acts or omissions during the term of the Agreement until all applicable statute of limitation periods have expired.

7.5.2 Professional shall provide the Park Board with a certificate of insurance, naming the Town of Zionsville, Indiana & Park Board as an "additional insured," showing such coverage then in force (but not less than the amount shown above) shall be filed with Park Board prior to commencement of any work. These certificates shall contain a provision that the policies and the coverage afforded will not be canceled until at least thirty (30) days after written notice has been given to Park Board.

- 7.5.3 Professional may, with the prior approval of the Park Board, substitute different types of coverage for those specified if the total amount of required protection is not reduced. Professional shall be responsible for all deductibles.
 - 7.5.4 Nothing in the above provisions shall operate as or be construed as limiting the amount of liability of Professional to the above enumerated amounts.

7.6 Liens

Professional shall not cause or permit the filing of any lien on any of Park Board's property. In the event such a lien is filed and Professional fails to remove it within ten (10) days after the date of filing, Park Board shall have the right to pay or bond over such lien at Professional's sole cost and expense.

7.7 Default

In the event Professional: (a) repudiates, breaches or defaults under any of the terms or conditions of this Agreement, including Professional's warranties; (b) fails to perform the Services as specified; (c) fails to make progress so as to endanger timely and proper completion of the Services and does not correct such failure or breach within five (5) business days after receipt of notice from Park Board specifying same; or (d) becomes insolvent, files, or has filed against it, a petition for receivership, makes a general assignment for the benefit of creditors or dissolves, each such event constituting an event of default hereunder, Park Board shall have the right to terminate all or any part of this Agreement, without liability to Professional and to exercise any other rights or remedies available to it at law or in equity.

7.8 Government Compliance

Professional agrees to comply with all laws, executive orders, rules and regulations applicable to Professional's performance of its obligations under this Agreement, all relevant provisions of which being hereby incorporated herein by this reference, to keep all of Professionals' required professional licenses and certifications valid and current, and to indemnify and hold harmless Town of Zionsville, Indiana & Park Board from any and all losses, damages, costs, liabilities, damages, costs and attorney fees resulting from any failure by Professional to do so. This indemnification obligation shall survive the termination of this Agreement.

7.9 Indemnification

Professional shall indemnify and hold harmless Town of Zionsville, Indiana and Park Board and its officers, officials, employees and agents from all losses, liabilities, claims, judgments and liens, including, but not limited to, all damages, costs, expenses and attorney fees arising out of any intentional or negligent act or

omission of Professional and/or any of its employees, agents or contractors in the performance of this Agreement. This indemnification obligation shall survive the termination of this Agreement.

7.10 Discrimination Prohibition

Professional represents and warrants that it and each of its employees, agents and contractors shall comply with all existing and future laws prohibiting discrimination against any employee, applicant for employment and/or other person in the subcontracting of work and/or in the performance of any Services contemplated by this Agreement with respect to hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, subcontracting or work performance hereunder because of race, religion, color, sex, handicap, national origin, ancestry, age, disabled veteran status or Vietnam era veteran status. This indemnification obligation shall survive the termination of this Agreement.

7.11 E-Verify

Pursuant to I.C. § 22-5-1.7 et seq., Professional shall enroll in and verify the work eligibility status of all of its newly-hired employees using the E-Verify program, if it has not already done so as of the date of this Agreement. Professional is further required to execute the attached Affidavit, attached hereto as Exhibit B and incorporated herein by this reference, which is an Affidavit affirming that: (i) Professional is enrolled and is participating in the E-Verify program, and (ii) Professional does not knowingly employ any unauthorized aliens. In support of the Affidavit, Professional shall provide the Park Board with documentation that it has enrolled and is participating in the E-Verify program. This Agreement shall not take effect until said Affidavit is signed by Professional and delivered to the Park Board's authorized representative.

Should Professional subcontract for the performance of any work under this Agreement, the Professional shall require any subcontractor(s) to certify by affidavit that: (i) the subcontractor does not knowingly employ or contract with any unauthorized aliens, and (ii) the subcontractor has enrolled and is participating in the Everify program. Professional shall maintain a copy of such certification for the duration of the term of any subcontract. Professional shall also deliver a copy of the certification to the Park Board within seven (7) days of the effective date of the subcontract.

If Professional, or any subcontractor of Professional, knowingly employs or contracts with any unauthorized aliens, or retains an employee or contract with a person that the Professional or subcontractor subsequently learns is an unauthorized alien, Professional shall terminate the employment of or contract with the unauthorized alien within thirty (30) days ("Cure Period"). Should the Professional or any subcontractor of Professional fail to cure within the Cure Period, the Park Board has the right to terminate this Agreement without consequence.

The requirements of this paragraph shall not apply should the E-Verify program cease to exist.

7.12 Severability

If any provision of this Agreement is held to be invalid, illegal or unenforceable by a court of competent jurisdiction, that provision shall be stricken, and all other provisions of this Agreement that can operate independently of same shall continue in full force and effect.

7.13 Notice

Any notice, invoice, order or other correspondence required or allowed to be sent pursuant to this Agreement shall be written and either hand-delivered or sent by prepaid U.S. certified mail, return receipt requested, addressed to the parties as follows:

PARK BOARD:

Town of Zionsville Board of Parks and Recreation
1100 West Oak Street
COPY TO:
1100 West Oak Street
Zionsville, Indiana 46077
Attn: Jarod Logsdon
Mayor's Office
1100 West Oak Street
Zionsville, Indiana 46077
Attn: Jon Oberlander

PROFESSIONAL:

Star	ntec	;			

Notwithstanding the above, Park Board may orally provide to Professional any notice required or permitted by this Agreement, provided that such notice shall also then be sent as required by this paragraph within ten (10) business days from the date of such oral notice.

7.14 Effective Date

The effective date ("Effective Date") of this Agreement shall be the date on which the last of the parties hereto executes same.

7.15 Governing Law; Lawsuits

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

7.16 Waiver

Any delay or inaction on the part of either party in exercising or pursuing its rights and/or remedies hereunder or under law shall not operate to waive any such rights and/or remedies nor in any way affect the rights of such party to require such performance at any time thereafter.

7.17 Non-Assignment

Professional shall not assign or pledge this Agreement nor delegate its obligations hereunder without Park Board's prior written consent.

7.18 Entire Agreement

This Agreement contains the entire agreement of and between the parties hereto with respect to the subject matter hereof, and no prior agreement, understanding or representation pertaining to such subject matter, written or oral, shall be effective for any purpose. No provision of this Agreement may be amended, added to or subtracted from except by an agreement in writing signed by both parties hereto and/or their respective successors in interest. To the extent any provision contained in this Agreement conflicts with any provision contained in any exhibit attached hereto, the provision contained in this Agreement shall prevail.

7.19 Representation and Warranties

Each party hereto represents and warrants that it is authorized to enter into this Agreement and that any person or entity executing this Agreement on behalf of such party has the authority to bind such party or the party which they represent, as the case may be.

7.20 Headings

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

7.21 Advice of Counsel

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

7.22 Copyright

Park Board acknowledges that various materials which may be used and/or generated by Professional in performance of Services, including forms, job description formats, comprehensive position questionnaire, compensation and classification plan and reports are copyrighted. Park Board agrees that all ownership rights and copyrights thereto lie with Professional, and Park Board will use them solely for and on behalf of its own operations. Park Board agrees that it will take appropriate action with its employees to satisfy its obligations with respect to use, copying, protection and security of Professional's property.

7.23 Personnel

Professional represents that it has, or will secure at its own expense, all personnel required in performing the services under this agreement. Such personnel shall not be employees of or have any contractual relationship with Park Board. All of the services required hereunder will be performed by Professional or under his supervision and all personnel engaged in the work shall be fully qualified to perform such services.

7.24 Records and Inspections

Professional shall maintain full and accurate records with respect to all matters covered under this agreement for three (3) years after the expiration or early termination of this Agreement. Park Board shall have free access at all proper times to such records and the right to examine and audit the same and to make transcripts there from, and to inspect all program data, documents, proceedings and activities.

7.25 Accomplishment of Project

Professional shall commence, carry on, and complete the project with all practicable dispatch, in a sound economical and efficient manner, in accordance with the provisions thereof and all applicable laws. In accomplishing the project, Professional shall take such steps as are appropriate to ensure that the work involved is properly coordinated with related work being carried on within Park Board's organization.

7.26 <u>Debarment And Suspension</u>

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

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

7.27 Access to Public Records Act

Professional understands and agrees that any "public record", as that term is defined in Indiana Code 5-14-3-2(m), as amended, that is related to the subject matter of this Agreement, whether the same is in the possession or control of the Professional or the Park Board, shall be subject to release under and pursuant to the provisions of Indiana's Access to Public Records Act, as codified in Indiana Code 5-14-3-1, et seq., as amended.

7.28 Iran Certification

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

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

TOWN OF ZIONSVILLE, INDIANA BOARD	STANTEC CONSULTING SERVICES, INC.
OF PARKS AND RECREATION	
Ву:	By:
Ryan Cambridge, President Date:	Authorized Signature
	Printed Name
	Title
	Date:

EXHIBIT A



Stantec Consulting Services Inc.
3901 Industrial Boulevard, Indianapolis, IN 46254

March 3, 2025

Jarod Logsdon
Superintendent of Parks and Recreation
Town of Zionsville

Hello Mr. Logsdon,

Reference: Carpenters Nature Preserve: Green Carpet Initiative

The opportunity to support Zionsville Parks and Recreation is sincerely appreciated by Stantec. Zionsville Parks has initiated the Green Carpet Initiative focusing on approximately 26 acres along the entrance into the park. This scope is specific to approximately 14.25 acres located south of the main entrance drive that is primarily non-native grass species and low density woody species.

Task 1 Site Preparation

The approximately 14.25 acres of fallow former golf course south of the entrance lane will be converted into native prairie. Due to the current well established non-native grass mix and unknown seedbank, efforts to remove and deplete the existing plant community will be critical for long-term success and reduced maintenance requirements post seed installation and establishment. Stantec will mobilize to cut and treat non-woody species within the work area with woody cut debris left to decompose on-site out of the work area in a location coordinated with Zionsville Parks and Recreation staff. Up to 4 mobilizations for herbicide treatment of all vegetation will be coordinated with the Parks department who will be responsible for regular mowing. The first two mobilizations are anticipated to be a complete treatment with a non-selective herbicide to kill all existing emerged vegetation. The second two visits, both in timing and extent, will be based on site conditions and vegetative response. A non-uniform plant response is anticipated and is likely to be scattered throughout the work area so an adaptive management strategy is critical for success.

Task 2 Native Seed Installation

Seeding is anticipated to occur in the Fall of 2025 and will be predominately a native grass species with early successional forbs that are associated with easy establishment within disturbed sites. Exact species mix will be confirmed with the client prior to acquiring the seed material. This scope is for a seed mix comprised of no more than 6 native grasses of low stature and no more than 8 forbs. The mix will be selected to enhance the native plant communities and wildlife/pollinator habitats while remaining relatively low maintenance as additional perennial forbs may be added to the area after the initial establishment has occurred.

ASSUMPTIONS

To supplement Stantec's Scope of Services described above, the following assumptions have been made and are reflected in Stantec's fee estimate:

Reference: Carpenters Nature Preserve: Green Carpet Initiative

- 1. Invasive species' presence and density is influenced and determined by pre-existing conditions and established populations within the surrounding landscape which is outside of the project boundaries and beyond the control of Stante and the Client. The extent and diversity of the non-native and invasive species seed bank is not known.
- 2. Undesirable species are to be actively managed for overall reduction in coverage and number with no guarantee of eradication within one season.
- 3. As the park is not open to the public, the entry is gated and locked. Stantec will follow gate protocols and Parks staff will provide the lock code for site access. The code will not be made public.
- 4. Supplemental seeding is not included in this scope.
- 5. Seed installation completion date may be extended to spring of 2026 if prescribed burn is authorized, and prescribed burn is not able to be completed until February or March of 2026. Prescribed burn scope and pricing provided to client in a separate document.

Project Schedule and Fee Estimate

Project Deliverables

A. Type of Deliverables

- B. Five (5) mobilizations to the property for site preparation tasks.
- C. One (1) mobilization for seeding installation.
- D. Four (4) on-site site walks with client for management coordination.
- E. Site updates including planned and actual site work and synopsis of completed activity(s) provided by email.

F. Scope of Deliverables

Included under Services Description and Objectives.

G. Key milestones and related interim Deliverables

Services to be completed within the growing season of 2025.

Project Schedule

Task	Estimated Start Date	Estimated Completion Date		
Project Management	Ongoing	Ongoing		
Herbicide and site preparation	April 1, 2025	October 31, 2025		
Native Seed Mix Installation	September 1, 2025	December 19, 2025		

Reference: Carpenters Nature Preserve: Green Carpet Initiative

Fixed Fee

Carpenters Nature Preserve Green Carpet Initiative							
Task 1 Site Preparation	\$15,400.00						
Task 2 Native Seed Installation	\$15,000.00						
Total Project Cost, Fixed Fee	\$30,400.00						

Thank you for the continued opportunity to support Zionsville Parks and Recreation. If you have any questions or require additional information, please contact me at 463-269-3811 or by email at <u>crystal.deboer@stantec.com</u>. We look forward to working with you on this Project.

Best regards,

Stantec Consulting Services Inc.

Senior Associate, Senior Environmental Scientist/Ecologist crystal.deboer@stantec.com

Crystal DeBoer

Attachment: Attachment

EXHIBIT B

AFFIDAVIT

		, being first duly sworn	ι,					
deposes and s	says that he/she is familian	r with and has personal knowledge of the	facts					
herein and, if	called as a witness in this	s matter, could testify as follows:						
1.		years of age and am competent to testify						
to the facts contained herein.								
2.	I am now and at all time	es relevant herein have been employed by	7					
2.	I am now and at an time	es relevant herein have been employed by						
		(the						
	"Employer") in the posi	ition of						
	1 3 / 1		_					
3.	I am familiar with the en	mployment policies, practices, and						
		oyer and have the authority to act on						
	behalf of the Employer.							
4.	The Employer is enrolle	od and narticipates in the federal E Verify	7					
4.	* •	ed and participates in the federal E-Verify						
	program and has provided documentation of such enrollment and participation to the Town of Zionsville, Indiana.							
	participation to the To	own of Zionsvine, indiana.						
5.	The Company does not l	knowingly employ any unauthorized alien	ns.					
FURTHER A	FFIANT SAYETH NOT.							
	1 0	20						
EXECUTED	on theday of		1					
		Printed:						
		1 micu						
I certify unde	r the penalties for perjury	under the laws of the United States of A	merica and					
•	1 1 0 0	factual statements and representations are						
correct.		•						
		5.						
		Printed:						

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT FOR PROFESSIONAL SERVICES ("Agreement") is hereby made and entered into by and between the Town of Zionsville, Indiana Board of Parks and Recreation, (hereinafter "Park Board"), and KCI TECHNOLOGIES, Inc., an entity duly authorized to conduct business within the State of Indiana (hereinafter "Professional").

RECITALS

WHEREAS, the Park Board owns and is responsible for the operation and maintenance of its property, personnel, public works and infrastructure; and

WHEREAS, from time to time, the Park Board needs professional assistance in fulfilling its foregoing responsibilities; and

WHEREAS, Professional is experienced in providing and desires to provide to Park Board the professional services ("Services") referenced herein; and

WHEREAS, Park Board desires to engage Professional as an independent contractor for the purpose of providing to Park Board the Services referenced herein;

NOW, THEREFORE, in consideration of the foregoing recitals and the covenants and conditions set forth herein, Park Board and Professional mutually agree as follows:

SECTION 1 INCORPORATION OF RECITALS

The foregoing Recitals are hereby incorporated into this Agreement and made a part hereof.

SECTION 2 SCOPE OF SERVICES

- 2.1 Park Board desires to engage Professional as an independent contractor for the Services set forth in Exhibit A, which is attached hereto and incorporated herein by this reference.
- 2.2 Time is of the essence of this Agreement.

<u>SECTION 3</u> PARK BOARD'S RESPONSIBILITIES

- 3.1 Park Board shall provide such information as is reasonably necessary for Professional to understand the Services requested.
- 3.2 Park Board shall provide all internal data required for provision of Services. Professional may assume that all data so provided is correct and complete.
- 3.3. Park Board shall arrange for Professional to enter upon public and private property as reasonably required for Professional to perform the Services.

Park Board shall designate the Superintendent or his duly authorized representative to act on Park Board's behalf on all matters regarding the Services.

SECTION 4 PROFESSIONAL'S RESPONSIBILITIES

- 4.1 Professional shall perform the Services pursuant to the terms of this Agreement and within any applicable time and cost estimate.
- 4.2 Professional shall coordinate with Park Board its performance of the Services.
- 4.3 Professional shall be responsible for obtaining all necessary 3rd party data required for provision of the Services at its own expense.
- 4.4 Professional shall provide the Services by following and applying at all times reasonable and lawful standards as accepted in the industry.

SECTION 5 COMPENSATION

- 5.1 Professional estimates that the total price for the Services to be provided to Park Board hereunder shall be no more than Thirty-Seven Thousand Nine Hundred Twenty-Nine Dollars and Sixty Cents (\$37,929.60) (the "Estimate"). Professional shall submit an invoice to Park Board not more than once every thirty (30) days for Services provided Park Board during the time period encompassed by such invoice. Park Board shall pay Professional for all undisputed Services rendered and stated on such invoice within forty-five (45) days from the date of Park Board's receipt of same.
- 5.2 Professional agrees not to provide any Services to Park Board that would cause the total cost of same to exceed the Estimate without Park Board's prior written consent.

SECTION 6 TERM

Unless otherwise terminated in accordance with the termination provisions set forth in Section 7.1 hereinbelow or modified in writing with the consent of the parties hereto, this Agreement shall be in effect from the Effective Date until the Services have been completed according to the schedule set forth in Exhibit A.

SECTION 7 MISCELLANEOUS

7.1 Termination

- 7.1.1 The obligation to provide all or any portion of the Services under this Agreement may be terminated by Park Board, without cause, upon thirty (30) days' written notice.
- 7.1.2 The obligation to provide all or any portion of the Services under this Agreement may be terminated by Park Board, for cause, immediately upon Professional's receipt of Park Board's "Notice to Cease Services."

7.1.3 In the event of full or partial Agreement termination, and as full and complete compensation hereunder, Professional shall be paid for all such Services rendered and expenses incurred as of the date of termination that are not in dispute, except that such payment amount shall not exceed the Estimate. Disputed compensation amounts shall be resolved as allowed by law.

7.2 Binding Effect

Park Board and Professional, and their respective officers, officials, agents, partners and successors in interest are bound to the other as to all Agreement terms, conditions and obligations.

7.3 No Third Party Beneficiaries

Nothing contained herein shall be construed to give rights or benefits to anyone other than the parties hereto.

7.4 Relationship

The relationship of the parties hereto shall be as provided for in this Agreement, and neither Professional nor any of its agents, employees or contractors are Town of Zionsville, Indiana employees. Professional shall have the sole responsibility to pay to or for its agents, employees and contractors all statutory, contractual and other benefits and/or obligations as they become due. Professional hereby warrants and indemnifies Park Board for and from any and all costs, fees, expenses and/or damages incurred by Park Board as a result of any claim for wages, benefits or otherwise by any agent, employee or contractor of Professional regarding or related to the subject matter of this Agreement. This indemnification obligation shall survive the termination of this Agreement.

7.5 Insurance

- 7.5.1 Professional shall, as a condition precedent to this Agreement, purchase and thereafter maintain such insurance as will protect it and Park Board from the claims set forth below which may arise out of or result from Professional's operations under this Agreement, whether such operations be by Professional or by its subcontractors or by anyone directly or indirectly employed by any of them, or by anyone directly for whose acts any of them may be liable:
 - 1) Claims under Worker's Compensation and Occupational Disease Acts, and any other employee benefits acts applicable to the performance of the work;
 - 2) Claims for damages because of bodily injury and personal injury, including death, and;
 - 3) Claims for damages to property.

Professional's insurance shall be not less than the amounts shown below:

A. Commercial General Liability (Occurrence Basis)

Bodily Injury, personal injury, property damage,
Contractual liability, product/completed operations

Each Occurrence Limit

\$1,000,000.00

Damage to Rented Premises \$100,000.00

(each

occurrence)

Medical Expense Limit \$5,000.00

Personal and Advertising Injury Limit \$500,000.00

General Aggregate Limit \$2,000,000.00 (Other

than Products

Completed Operations)

NOTE: GENERAL AGGREGATE TO APPLY PER PROJECT

Products/Completed Operations \$1,000,000.00

B. Auto Liability \$1,000,000.00

(combined single limit) (owned, hired & non-

owned)

Bodily injury & property damage \$1,000,000.00

each accident

C. Excess/Umbrella Liability \$2,000,000 (each

occurrence and aggregate)

D. Worker's Compensation & Disability Statutory

E. Employer's Liability:

Bodily Injury by Accident/Disease: \$100,000 each employee Bodily Injury by Accident/Disease: \$250,000 each accident Bodily Injury by Accident/Disease: \$500,000 policy limit

F. Professional Liability Insurance. The Professional shall carry and maintain during the continuance of this Agreement, professional liability insurance in the amount of \$2,000,000 for single limit claims and \$3,000,000 in the aggregate. The Professional's policy of insurance shall contain prior acts coverage sufficient to cover all Services performed by the Professional for this Project. Upon Park Board's request, Professional shall give prompt written notice to Park Board of any and all claims made against this policy during the period in which this policy is required to be maintained pursuant to this Agreement. If the insurance is written on a claims-made basis and coverage is cancelled at any time, the Professional will obtain, at its cost, an extended reporting endorsement which provides continuing coverage for claims based upon alleged acts or omissions during the term of the Agreement until all applicable statute of limitation periods have expired.

7.5.2 Professional shall provide the Park Board with a certificate of insurance, naming the Town of Zionsville, Indiana & Park Board as an "additional insured," showing such coverage then in force (but not less than the amount shown above) shall be filed with Park Board prior to commencement of any work. These certificates shall contain a provision that the policies and the coverage afforded will not be canceled until at least thirty (30) days after written notice has been given to Park Board.

- 7.5.3 Professional may, with the prior approval of the Park Board, substitute different types of coverage for those specified if the total amount of required protection is not reduced. Professional shall be responsible for all deductibles.
 - 7.5.4 Nothing in the above provisions shall operate as or be construed as limiting the amount of liability of Professional to the above enumerated amounts.

7.6 Liens

Professional shall not cause or permit the filing of any lien on any of Park Board's property. In the event such a lien is filed and Professional fails to remove it within ten (10) days after the date of filing, Park Board shall have the right to pay or bond over such lien at Professional's sole cost and expense.

7.7 Default

In the event Professional: (a) repudiates, breaches or defaults under any of the terms or conditions of this Agreement, including Professional's warranties; (b) fails to perform the Services as specified; (c) fails to make progress so as to endanger timely and proper completion of the Services and does not correct such failure or breach within five (5) business days after receipt of notice from Park Board specifying same; or (d) becomes insolvent, files, or has filed against it, a petition for receivership, makes a general assignment for the benefit of creditors or dissolves, each such event constituting an event of default hereunder, Park Board shall have the right to terminate all or any part of this Agreement, without liability to Professional and to exercise any other rights or remedies available to it at law or in equity.

7.8 Government Compliance

Professional agrees to comply with all laws, executive orders, rules and regulations applicable to Professional's performance of its obligations under this Agreement, all relevant provisions of which being hereby incorporated herein by this reference, to keep all of Professionals' required professional licenses and certifications valid and current, and to indemnify and hold harmless Town of Zionsville, Indiana & Park Board from any and all losses, damages, costs, liabilities, damages, costs and attorney fees resulting from any failure by Professional to do so. This indemnification obligation shall survive the termination of this Agreement.

7.9 Indemnification

Professional shall indemnify and hold harmless Town of Zionsville, Indiana and Park Board and its officers, officials, employees and agents from all losses, liabilities, claims, judgments and liens, including, but not limited to, all damages, costs, expenses and attorney fees arising out of any intentional or negligent act or

omission of Professional and/or any of its employees, agents or contractors in the performance of this Agreement. This indemnification obligation shall survive the termination of this Agreement.

7.10 Discrimination Prohibition

Professional represents and warrants that it and each of its employees, agents and contractors shall comply with all existing and future laws prohibiting discrimination against any employee, applicant for employment and/or other person in the subcontracting of work and/or in the performance of any Services contemplated by this Agreement with respect to hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, subcontracting or work performance hereunder because of race, religion, color, sex, handicap, national origin, ancestry, age, disabled veteran status or Vietnam era veteran status. This indemnification obligation shall survive the termination of this Agreement.

7.11 E-Verify

Pursuant to I.C. § 22-5-1.7 et seq., Professional shall enroll in and verify the work eligibility status of all of its newly-hired employees using the E-Verify program, if it has not already done so as of the date of this Agreement. Professional is further required to execute the attached Affidavit, attached hereto as Exhibit B and incorporated herein by this reference, which is an Affidavit affirming that: (i) Professional is enrolled and is participating in the E-Verify program, and (ii) Professional does not knowingly employ any unauthorized aliens. In support of the Affidavit, Professional shall provide the Park Board with documentation that it has enrolled and is participating in the E-Verify program. This Agreement shall not take effect until said Affidavit is signed by Professional and delivered to the Park Board's authorized representative.

Should Professional subcontract for the performance of any work under this Agreement, the Professional shall require any subcontractor(s) to certify by affidavit that: (i) the subcontractor does not knowingly employ or contract with any unauthorized aliens, and (ii) the subcontractor has enrolled and is participating in the Everify program. Professional shall maintain a copy of such certification for the duration of the term of any subcontract. Professional shall also deliver a copy of the certification to the Park Board within seven (7) days of the effective date of the subcontract.

If Professional, or any subcontractor of Professional, knowingly employs or contracts with any unauthorized aliens, or retains an employee or contract with a person that the Professional or subcontractor subsequently learns is an unauthorized alien, Professional shall terminate the employment of or contract with the unauthorized alien within thirty (30) days ("Cure Period"). Should the Professional or any subcontractor of Professional fail to cure within the Cure Period, the Park Board has the right to terminate this Agreement without consequence.

The requirements of this paragraph shall not apply should the E-Verify program cease to exist.

7.12 Severability

If any provision of this Agreement is held to be invalid, illegal or unenforceable by a court of competent jurisdiction, that provision shall be stricken, and all other provisions of this Agreement that can operate independently of same shall continue in full force and effect.

7.13 Notice

Any notice, invoice, order or other correspondence required or allowed to be sent pursuant to this Agreement shall be written and either hand-delivered or sent by prepaid U.S. certified mail, return receipt requested, addressed to the parties as follows:

PARK BOARD:

Town of Zionsville Board of Parks and Recreation
1100 West Oak Street
COPY TO:
1100 West Oak Street
Zionsville, Indiana 46077
Attn: Jarod Logsdon
Mayor's Office
1100 West Oak Street
Zionsville, Indiana 46077
Attn: Jon Oberlander

PROFESSIONAL:

(CI	TECHNOLO	GIES

Notwithstanding the above, Park Board may orally provide to Professional any notice required or permitted by this Agreement, provided that such notice shall also then be sent as required by this paragraph within ten (10) business days from the date of such oral notice.

7.14 Effective Date

The effective date ("Effective Date") of this Agreement shall be the date on which the last of the parties hereto executes same.

7.15 Governing Law; Lawsuits

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

7.16 Waiver

Any delay or inaction on the part of either party in exercising or pursuing its rights and/or remedies hereunder or under law shall not operate to waive any such rights and/or remedies nor in any way affect the rights of such party to require such performance at any time thereafter.

7.17 Non-Assignment

Professional shall not assign or pledge this Agreement nor delegate its obligations hereunder without Park Board's prior written consent.

7.18 Entire Agreement

This Agreement contains the entire agreement of and between the parties hereto with respect to the subject matter hereof, and no prior agreement, understanding or representation pertaining to such subject matter, written or oral, shall be effective for any purpose. No provision of this Agreement may be amended, added to or subtracted from except by an agreement in writing signed by both parties hereto and/or their respective successors in interest. To the extent any provision contained in this Agreement conflicts with any provision contained in any exhibit attached hereto, the provision contained in this Agreement shall prevail.

7.19 Representation and Warranties

Each party hereto represents and warrants that it is authorized to enter into this Agreement and that any person or entity executing this Agreement on behalf of such party has the authority to bind such party or the party which they represent, as the case may be.

7.20 Headings

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

7.21 Advice of Counsel

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

7.22 Copyright

Park Board acknowledges that various materials which may be used and/or generated by Professional in performance of Services, including forms, job description formats, comprehensive position questionnaire, compensation and classification plan and reports are copyrighted. Park Board agrees that all ownership rights and copyrights thereto lie with Professional, and Park Board will use them solely for and on behalf of its own operations. Park Board agrees that it will take appropriate action with its employees to satisfy its obligations with respect to use, copying, protection and security of Professional's property.

7.23 Personnel

Professional represents that it has, or will secure at its own expense, all personnel required in performing the services under this agreement. Such personnel shall not be employees of or have any contractual relationship with Park Board. All of the services required hereunder will be performed by Professional or under his supervision and all personnel engaged in the work shall be fully qualified to perform such services.

7.24 Records and Inspections

Professional shall maintain full and accurate records with respect to all matters covered under this agreement for three (3) years after the expiration or early termination of this Agreement. Park Board shall have free access at all proper times to such records and the right to examine and audit the same and to make transcripts there from, and to inspect all program data, documents, proceedings and activities.

7.25 Accomplishment of Project

Professional shall commence, carry on, and complete the project with all practicable dispatch, in a sound economical and efficient manner, in accordance with the provisions thereof and all applicable laws. In accomplishing the project, Professional shall take such steps as are appropriate to ensure that the work involved is properly coordinated with related work being carried on within Park Board's organization.

7.26 <u>Debarment And Suspension</u>

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

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

7.27 Access to Public Records Act

Professional understands and agrees that any "public record", as that term is defined in Indiana Code 5-14-3-2(m), as amended, that is related to the subject matter of this Agreement, whether the same is in the possession or control of the Professional or the Park Board, shall be subject to release under and pursuant to the provisions of Indiana's Access to Public Records Act, as codified in Indiana Code 5-14-3-1, et seq., as amended.

7.28 Iran Certification

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

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

TOWN OF ZIONSVILLE, INDIANA BOARD	KCI TECHNOLOGIES, INC.
OF PARKS AND RECREATION	
By:	Ву:
Ryan Cambridge, President Date:	Authorized Signature
	Printed Name
	Title
	Date:

EXHIBIT A

KCI TECHNOLOGIES

ISO 9001:2015 CERTIFIED

Engineers • Planners • Scientists • Construction Managers

5672 W. 74th Street • Indianapolis, IN 46278 • Phone 317-243-9200 • Fax 317-243-9201

CARPENTER NATURE PRESERVE POND ENHANCEMENT CONCEPTUAL PLAN

June 2, 2025

Zionsville Board of Parks and Recreation 1100 West Oak Street Zionsville, IN 46077

Attn: Mr. Jarod Logsdon, Superintendent

Subject: Carpenter Nature Preserve Pond Enhancement – Conceptual Plan

KCI Technologies, Inc. (KCI) is pleased to submit this proposal (the "Proposal") to the Zionsville Board of Parks and Recreation ("Client") for the work (the "Work") described in detail in the Scope of Services section of this Proposal. The Proposal shall be valid for a period of thirty (30) business days from the date above. Acceptance and execution thereafter shall be conditioned on KCI's reaffirmation of the Proposal.

The Proposal includes the exhibits attached hereto. If this Proposal is accepted and executed by Client, then the other exhibits, along with this Proposal, shall constitute a complete and legally binding contract between KCI and Client.

PROJECT UNDERSTANDING

This Proposal is limited exclusively to the Services as described below and anything not expressly described shall be considered expressly excluded from the Services. Any modifications to the Services made after execution of this Proposal will be Additional Services unless otherwise agreed to in writing by both parties.

KCI has prepared a proposal to perform baseline data collection on the northern pond at the Carpenter Nature Preserve and develop a conceptual planning document to guide future projects aimed at enhancing the ecological function of the pond.

SCOPE OF SERVICES

TASKS

1. Field Data Collection

KCI will collect baseline data to assess the shoreline vegetative composition, water quality, and topographical features of the pond in an effort to understand the current condition of the resource and where enhancements could be proposed.

1.1. Vegetation Survey

Shoreline vegetation will be surveyed along the pond shoreline to document the presence of existing vegetative communities, invasive species presence and location, and any species or communities of interest. No vegetation survey will take place for plants below the waterline. A general site investigation will take place during the vegetation survey to locate channels draining into the pond, upstream and shoreline

Employee-Owned Since 1988

features of note, and determine locations where enhancements to water quality, vegetative community, and habitat may be proposed.

1.2. Water Quality and Soil Sampling

Water quality grab samples will be taken from the pond and submitted to a laboratory for testing to determine the nitrogen and phosphorus concentration within the pond as well as lead and arsenic levels that may impact future use of the pond by the public and by wildlife. Samples will be taken from the shoreline and it is assumed that the pond is evenly mixed. One sample will be collected in July from the pond to test for lead and arsenic. Five samples will be collected (one sample per month for 5 months) to test for nitrogen and phosphorus. These five samples will be collected from June through October of 2025. The proposed schedule and/or frequency may be adjusted in coordination with the Client based on the Notice to Proceed date. A single soil sample will be collected from the pond bottom and submitted to a laboratory for heavy metals testing.

1.3. Topographic and Bathymetric Survey

A full topographic survey of the land surrounding the pond (as outlined in red in the below image), as well as the bathymetry of the pond beneath the water line will be completed as part of the conceptual planning process. This survey will identify visible drainage infrastructure draining into the pond, pond outflow infrastructure, and two cross-sections of the depth of settled muck at the bottom of the pond. The survey will also include the pond dam, intake structure, and outfall culvert locations but will not provide a functional or engineering assessment of those features. KCI scientists will conduct a visual assessment of the dam face and readily observable features during the general site investigation.



2. Conceptual Plan

KCI will compile and analyze the field collected data and develop actionable recommendations for specific projects to enhance the ponds ecological function. These data and recommendations will be summarized into a conceptual plan report and supplied to the Client in pdf format. The conceptual plan report may

include collected data and photographs, the topographic survey, exhibits, a narrative description of recommendations, and rough, preliminary cost estimates for the recommendations. The plan will not include conceptualized illustrations representing proposed enhancement actions.

Deliverables:

KCI will provide the Client with the results of all site inspection and data gathering compiled into a conceptual planning report at the conclusion of this project. The report will be delivered in electronic format to the Client.

Schedule of Work:

KCI intends to complete the data collection and conceptual plan report for transmittal to the Client by December 31, 2025.

FEES AND PAYMENTS

The following fees are for the performance of the Services listed in the Scope of Services above. The fees listed in this section do not cover any Additional Services, or any other services that are not specifically described as part of the Services.

KCI's fee for the Work listed in the Scope of Services above will be lump-sum cost of \$37,929.60. KCI will submit monthly invoices based on the percent of services completed during the previous month.

Changed conditions or additional requirements may result in an adjustment to estimated fees and/or schedules. Any estimate made by KCI to Client of the anticipated fees or completion schedule for its Services is understood to be informational only. KCI does not guarantee the accuracy of fee estimates, shall not be bound by the fee estimates as limits on the amount to be expended and charged in completion of the Services or any component thereof, and shall bill and be paid for fees that exceed these fee estimates as a result of the changed conditions or additional requirements.

CONCLUSION

KCI welcomes the opportunity to collaborate with the Zionsville Board of Parks and Recreation on this project. The KCI point of contact ("POC") for this Proposal is Brad Shoger, Practice Leader, who may be contacted at either 463-233-9063 – office, 317-727-8248 – cell, or Brad.Shoger@kci.com.

Respectfully,

Brad Shoger

Resource Management Midwest

Practice Leader Associate

Associate

James Deriu

Water and Environment North

Service Line Leader

Vice President

Cc: Zionsville Parks Foundation

KCI Project # - 00049305_001

Project Name - Carpenter Nature Preserve Pond - Conceptual Plan

Project County - Boone

•			KCI Technologies							
	Hourly Rate	\$ 230.00	\$ 180.00	\$ 120.00	\$ 120.00	\$ 90.00	\$ 70.00			
2025 Cost Estimate	Classification		Project Manager	Project Scientist	Design Engineer	Senior Scientist	Project Accountant	Labor		Total Fee
1.0 Field Data Collection - Labor										
	Vegetation Survey	0	4	4	4	4	0		\$	2,040.00
Water Quality and Soil Sampling (5 water sar	nples and 1 soil sample)	0	0	0	0	15	0		\$	1,350.00
Topographic	and Bathymetric Survey	0	2	0	2	0	0		\$	600.00
	Labor Sub Total	0	6	4	6	19	0		\$	3,990.00
1.0 Field Data Collection - Directs		# Miles	# Nights	# People				Rate	Direc	ts Fee
Mileage (7 rou	indtrips - 24 miles each)	168						\$ 0.70	\$	117.60
	Lodging		0	0				\$ 120.00	\$	-
	Food			0					\$	-
Topographic and Bathymetric								\$ 20,972.00	\$	20,972.00
Water Quality Testing - Laboratory Test (\$200 nutrient	t x5, \$180 heavy metals)							\$ 1,180.00	\$	1,180.00
	Soil Test (1 sample)							\$ 450.00	\$	450.00
	Directs Sub Total								\$	22,719.60
	Task 1 TOTAL								\$	26,709.60
2.0 Conceptual Plan - Labor										
	Graphics	0	0	8	0	0	0		\$	960.00
	Data Analysis	0	8	6	8	6	0		\$	3,660.00
	Narrative	0	12	10	10	0	0		\$	4,560.00
	QAQC	2	4	0	0	0	0		\$	1,180.00
	Client Coordination	0	4	0	0	0	2		\$	860.00
	Labor Sub Total	2	28	24	18	6	2		\$	11,220.00
2.0 Conceptual Plan - Directs		# Miles	# Pages	Other				Rate	Direc	ts Fee
	Mileage	0						\$ 0.70	\$	-
	Printing		0					\$ 0.05	\$	-
	Other			0				\$ -	\$	-
	Directs Sub Total								\$	-
	Task 4 TOTAL								\$	11,220.00
			1							
	PROJECT TOTAL	2	34	28	24	25	2		\$	37,929.60

EXHIBIT B

AFFIDAVIT

		, being first duly sworn	ι,					
deposes and s	says that he/she is familian	r with and has personal knowledge of the	facts					
herein and, if	called as a witness in this	s matter, could testify as follows:						
1.		years of age and am competent to testify						
to the facts contained herein.								
2.	I am now and at all time	es relevant herein have been employed by	7					
2.	I am now and at an time	es relevant herein have been employed by						
		(the						
	"Employer") in the posi	ition of						
	1 3 / 1		_					
3.	I am familiar with the en	mployment policies, practices, and						
		oyer and have the authority to act on						
	behalf of the Employer.							
4.	The Employer is enrolle	od and narticipates in the federal E Verify	7					
4.	* •	ed and participates in the federal E-Verify						
	program and has provided documentation of such enrollment and participation to the Town of Zionsville, Indiana.							
	participation to the To	own of Zionsvine, indiana.						
5.	The Company does not l	knowingly employ any unauthorized alien	ns.					
FURTHER A	FFIANT SAYETH NOT.							
	1 0	20						
EXECUTED	on theday of		1					
		Printed:						
		1 micu						
I certify unde	r the penalties for perjury	under the laws of the United States of A	merica and					
•	1 1 0 0	factual statements and representations are						
correct.		•						
		5.						
		Printed:						

Memorial Bench Donation Form (Steve Meyers)

Expires On: Wednesday, July 01, 2026 Filled Out On Tuesday, July 01, 2025

Honor a loved one and add to the beauty of your favorite park or trail with the help of our memorial donation program.

If donating an item other than a bench, please describe in detail the type of memorial you wish to install. Include information on the dimensions of the memorial, color and size of the plaque. Please email a picture of the memorial to parks@zionsville-in.gov with Memorial Donation in the Subject line of the email.

Type of Donation

Memorial Bench (\$2,000)

Description of donation item if marked Other

Indicate the preferred location for the memorial.

Please note Zionsville Parks and Recreation reserves the right to determine the final location.

Requested location of the memorial

Elm Street Green - Community Garden Area

Indicated the proposed inscription you wish to have on the plaque (Maximum 3 lines, 100 characters).

Plaque inscription

In Loving Memory of Susan Ely Carr from her family and friends

Name: <u>Amy Lacy (10.10.20.136)</u> Date: <u>7/1/2025 8:55:17 AM</u>

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.

July 9 ,	_	055
	FISCAI	Officer
ALLOW	ANCE OF ACCOUNTS PAYABLE VO	OUCHERS
	Town of Zionsville	
	07/09 Park Claims	
We have examined the Accou	nts Payable Vouchers listed on the	foregoing Register of Accounts
Payable Vouchers consisting	of6 pages and except	for accounts payables not allowed
	th accounts payables are hereby al	
Dated this9th day of	July 2025	
Dian Carebridge	Kria Darkadala	Kimbanhul ana
Ryan Cambridge	Kris Barksdale	Kimberly Lane
Matt Milburn	Chad Dilley	Doug Tischbein
Anna Shannaugh		

Signatures of Governing Board

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Accounts Payable Register

APV Register Batch - 07/09 Park Claims All History Grouped By Fund Number, Department

Ordered By Appropriation

DATE

Page : 1

Date: 07/02/2025 02:53:33 PM APVREGISTER.FRX

CHECK

FILED	APV#	NAME OF PAYEE	PO #	APPROP#	APPROPRIATION	DESCRIPTION	AMOUNT C	HECK # DATE	MEMORANDUM
**Fund Num	ber 2204	Park and Recreation - Operatin	ng						_
**Departm	nent 500 F	PARKS							
06/18/2025	12087	Payroll Fund		2204500111.000	Salary	06/20 P/R - Parks - Salary	32369.07	12087e 06/20/2025	
07/02/2025	12286	Payroll Fund		2204500111.000	Salary	07/03 P/R - Parks - Salary	31196.58	12286e 07/03/2025	
06/18/2025	12087	Payroll Fund		2204500112.000	Over-time Salary	06/20 P/R - Parks - OT Salary	117.10	12087e 06/20/2025	
07/02/2025	12286	Payroll Fund		2204500112.000	Over-time Salary	07/03 P/R - Parks - OT Salary	1296.63	12286e 07/03/2025	
06/18/2025	12087	Payroll Fund		2204500113.000	Part-time Salary	06/20 P/R - Parks - PT Salary	4637.71	12087e 06/20/2025	
07/02/2025	12286	Payroll Fund		2204500113.000	Part-time Salary	07/03 P/R - Parks - PT Salary	2397.94	12286e 07/03/2025	
07/02/2025	12286	Payroll Fund		2204500120.000	FICA-Medicare	07/03 P/R - Parks - FICA	2640.76	12286e 07/03/2025	
06/18/2025	12087	Payroll Fund		2204500120.000	FICA-Medicare	06/20 P/R - Parks - FICA	2815.59	12087e 06/20/2025	
06/18/2025	12087	Payroll Fund		2204500121.000	PERF	06/20 P/R - Parks - Civil Perf	4559.72	12087e 06/20/2025	
07/02/2025	12286	Payroll Fund		2204500121.000	PERF	07/03 P/R - Parks - Civil Perf	4474.66	12286e 07/03/2025	
07/02/2025	12286	Payroll Fund		2204500121.500	401a Match	07/03 P/R - Parks - ER 401a	900.97	12286e 07/03/2025	
06/18/2025	12087	Payroll Fund		2204500121.500	401a Match	06/20 P/R - Parks - ER 401a	906.83	12087e 06/20/2025	
06/18/2025	12087	Payroll Fund		2204500122.000	Health Insurances	06/20 P/R - Parks - ER HSA	428.95	12087e 06/20/2025	
06/24/2025	12161	Health Fund Account		2204500122.000	Health Insurances	Monthly Employer Costs - Parks	9175.26	12161e 06/30/2025	
07/02/2025	12286	Payroll Fund		2204500122.000	Health Insurances	07/03 P/R - Parks - ER HSA	316.93	12286e 07/03/2025	
06/25/2025	12188	Payroll Fund		2204500124.000	GTL-Disability	STD, LTD, GTL, AD&D June 2025 - Parks	554.83	12188e 06/25/2025	
07/02/2025	12286	Payroll Fund		2204500128.000	Longevity Pay	07/03 P/R - Parks - Longevity	250.00	12286e 07/03/2025	
06/18/2025	12087	Payroll Fund		2204500128.000	Longevity Pay	06/20 P/R - Parks - Longevity	250.00	12087e 06/20/2025	
07/02/2025	12296	Chase Bank - PCard		2204500214.000	Office Supplies	Sign Holder - Black - Amazon	25.93	11	
06/30/2025	12243	Franklin Water Treatment LLC		2204500214.000	Office Supplies	Water	21.10	11	
06/30/2025	12242	Franklin Water Treatment LLC		2204500214.000	Office Supplies	Water	13.20	11	
06/23/2025	12141	Chase Bank - PCard		2204500214.000	Office Supplies	Name Tags - Murdock - Bardach Awards Inc	91.00	11	
06/23/2025	12141	Chase Bank - PCard		2204500224.000	Operating	Gloves - Fry - Lowes	23.98	11	
07/02/2025	12296	Chase Bank - PCard		2204500224.000	Operating	Supplies - Black - Amazon	143.06	1.1	
06/23/2025	12141	Chase Bank - PCard		2204500224.000	Operating	Triclopyr - Fry - Siteone Landscape Supply	186.75	11	
07/02/2025	12296	Chase Bank - PCard		2204500224.000	Operating	Fan - Black - Amazon	109.99	11	

Accounts Payable Register

Date: 07/02/2025 02:53:33 PM APVREGISTER.FRX

DATE FILED	APV#	NAME OF PAYEE	PO#	APPROP#	APPROPRIATION	DESCRIPTION	AMOUNT C	CHECK HECK # DATE	MEMORANDUM
07/02/2025	12296	Chase Bank - PCard		2204500224.000	Operating	Dog Waste Bags - Black - Dog Waste Depot	1519.90	11	
07/02/2025	12296	Chase Bank - PCard		2204500224.000	Operating	Return - Wright - Reynolds Farm Equipment	160.45	11	
07/01/2025	12276	KMS Southeastern Investments LLC		2204500224.000	Operating	Concrete Parking Bumper	436.50	11	
07/02/2025	12296	Chase Bank - PCard		2204500224.000	Operating	Triclopyr - Fry - Siteone Landscape	186.75	11	
07/02/2025	12296	Chase Bank - PCard		2204500224.000	Operating	Marking Flags - Fry - Lowes	34.34	11	
06/23/2025	12141	Chase Bank - PCard		2204500224.000	Operating	Weed Whip String - Fry - Great Lakes Ace	23.99	11	
07/02/2025	12296	Chase Bank - PCard		2204500224.000	Operating	Operations - Wright - Lowes	-26.48	11	
07/02/2025	12296	Chase Bank - PCard		2204500224.000	Operating	Trash Bags - Black - Amazon	439.90	11	
07/01/2025	12275	Taylor Oil Co Inc		2204500230.000	Fuel-Vehicle	Gas	1213.16	11	
06/23/2025	12141	Chase Bank - PCard		2204500230.000	Fuel-Vehicle	Fuel - Logsdon - Love's	35.92	11	
07/02/2025	12296	Chase Bank - PCard		2204500230.000	Fuel-Vehicle	Gas - Harman Sayre - Flying J	75.00	1.1	
07/02/2025	12296	Chase Bank - PCard		2204500230.000	Fuel-Vehicle	Gas - Harman Sayre - Pilot	33.42	1.1	
07/02/2025	12296	Chase Bank - PCard		2204500230.000	Fuel-Vehicle	Gas - Carroll - Amoco	42.21	11	
07/02/2025	12296	Chase Bank - PCard		2204500230.000	Fuel-Vehicle	Gas - Harman-Sayre - Sunoco	70.00	1.1	
07/02/2025	12296	Chase Bank - PCard		2204500230.000	Fuel-Vehicle	Gas - Harman-Sayre - Pilot	60.00	11	
06/23/2025	12141	Chase Bank - PCard		2204500230.000	Fuel-Vehicle	Fuel - Logsdon - Speedway	55.47	11	
07/02/2025	12296	Chase Bank - PCard		2204500230.000	Fuel-Vehicle	Gas - Carroll - Rutter's	31.15	11	
06/30/2025	12248	Ian Carroll		2204500230.000	Fuel-Vehicle	Mileage Reimbursement	778.14	1.1	
06/30/2025	12244	Butler Fairman & Seufert Inc		2204500312.000	Engineering	Turkey Foot Trail Bridge	705.00	11	
06/30/2025	12251	Rundell Ernstberger Assoc Inc		2204500312.000	Engineering	ESG Lions Connector	2160.00	11	
06/30/2025	12251	Rundell Ernstberger Assoc Inc		2204500312.000	Engineering	Mulberry	466.45	1.1	
06/30/2025	12251	Rundell Ernstberger Assoc Inc		2204500312.000	Engineering	Lincoln Park	148.05	11	
06/25/2025	12171	Citizens Energy Group		2204500344.000	Water-Sewer	667 Sugarbush Dr	31.02	12171e 06/25/2025	
06/25/2025	12171	Citizens Energy Group		2204500344.000	Water-Sewer	707 N Ford RD	184.45	12171e 06/25/2025	
06/25/2025	12171	Citizens Energy Group		2204500344.000	Water-Sewer	165 N Elm St	160.91	12171e 06/25/2025	
06/25/2025	12171	Citizens Energy Group		2204500344.000	Water-Sewer	10230 Zionsville Rd	140.98	12171e 06/25/2025	
06/25/2025	12171	Citizens Energy Group		2204500344.000	Water-Sewer	9645 Whitestown Rd	2557.67	12171e 06/25/2025	
06/25/2025	12171	Citizens Energy Group		2204500344.000	Water-Sewer	6040 Godello Cir	43.94	12171e 06/25/2025	
07/02/2025	12296	Chase Bank - PCard		2204500352.000	Travel-Training-Seminars	Food Per Diem - Harman-Sayre -	9.18	11	

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Accounts Payable Register

Date: 07/02/2025 02:53:33 PM APVREGISTER.FRX

Page: 3

CHECK DATE **FILED** APV# NAME OF PAYEE PO# APPROP# **APPROPRIATION** DESCRIPTION AMOUNT CHECK # DATE **MEMORANDUM Tim Hortons** 07/02/2025 12296 11 Chase Bank - PCard 2204500352.000 Travel-Training-Seminars Donuts - Logsdon - Pana Donuts 15.99 11 12296 8.88 07/02/2025 Chase Bank - PCard 2204500352.000 Travel-Training-Seminars Food - Harman-Sayre - Rutter's 07/02/2025 12296 11 Chase Bank - PCard 2204500352.000 Travel-Training-Seminars Food Per Diem - Harman-Sayre -18.66 LIDL 07/02/2025 12296 Chase Bank - PCard 2204500352.000 Travel-Training-Seminars Food Per Diem - Carroll - Amoco 8.87 11 07/02/2025 12296 Chase Bank - PCard 2204500352.000 Travel-Training-Seminars Food - Harman-Sayre - Tim 20.30 11 Horton's 07/02/2025 428.67 12277 Midwest Landscape Industries 2204500368.000 **Cemetery Care Cemetary Care** 11 Inc 06/30/2025 12250 Rollins Inc 2204500375.000 **Contractual Services** Lincoln 58.00 11 06/30/2025 12241 **Anytime Outhouse** 2204500375.000 **Contractual Services** HTP 345.00 11 06/30/2025 12252 **Spear Aquatics LLC** 2204500375.000 **Contractual Services** Service Call MF Splashpad 1408.16 11 06/30/2025 12253 1350.00 11 **Spear Aquatics LLC** 2204500375.000 **Contractual Services** Splash Pad Start Up 06/25/2025 12167 **Boone County Treasurer** 2204500375.000 **Contractual Services Ditch Fee** 11.50 75774 06/25/2025 07/02/2025 12278 Security Pros LLC 2204500375.000 Contractual Services **Mulberry Surveilance** 1219.89 12278E 07/02/2025 **Enhancement** 06/30/2025 12241 2204500375.000 OWP 245.00 11 **Anytime Outhouse Contractual Services** 06/30/2025 12241 **Anytime Outhouse** 2204500375.000 Nancy Burton 5/18-6/14/25 345.00 11 **Contractual Services** 07/02/2025 12277 Midwest Landscape Industries 2204500375.000 Maintenance June 2025 12499.22 11 Contractual Services Inc 12274 933.00 11 07/01/2025 Midwest Landscape Industries 2204500375.000 **Contractual Services** Spring Clean Up Elm, Green and Heritage Trail 740.00 11 06/30/2025 12255 **Stantec Consulting Services Inc** 2204500375.000 **Contractual Services** Starkey Park Monitoring 06/30/2025 12256 Valerie J Gangwer 2204500375.000 **Contractual Services** 6/11/25 Park Meeting 94.80 11 06/30/2025 12240 **Anytime Outhouse** 2204500375.000 **Contractual Services** Mulberry - May 26-June 22/2025 82.80 11 Sugarbush 06/30/2025 12241 **Anytime Outhouse** 2204500375.000 245.00 11 **Contractual Services** 06/30/2025 12246 **Eco Logic LLC** 2204500375.000 **Contractual Services** ZNS 1426.00 11 06/24/2025 12152 **Enterprise FM Trust** 2204500375.000 **Contractual Services** Vehicle Lease 2921.32 75771 06/24/2025 06/25/2025 12167 **Boone County Treasurer** 2204500375.000 **Contractual Services** Ditch Fee for .30 Acres 11.50 75774 06/25/2025 06/25/2025 12167 **Boone County Treasurer** 2204500375.000 **Contractual Services** Ditch Fee for .05 Acre ROW 225.00 75774 06/25/2025 07/02/2025 12297 **Mattcon General Contractors Inc** 2204500444.000 2022 Impact Fee 50363.07 11 Improvements **SubTotal Department 500** 186707.64

APPROPRIATION

DATE FILED

APV#

NAME OF PAYEE

PO#

APPROP#

DESCRIPTION

Page: 4

MEMORANDUM

Date: 07/02/2025 02:53:34 PM APVREGISTER.FRX

CHECK

AMOUNT CHECK # DATE

FILLED	AFV#	NAME OF FATEE	FO#	AFFROF #	AFFROFRIATION	DESCRIPTION	AMOUNT	SHECK # DATE	WEWORANDOW
SubTotal Fu	ınd Numb	er 2204					186707.64		
**Fund Num	ber 2211	Park Nonreverting Operating							
**Departn	nent 500	PARKS							
06/18/2025	12087	Payroll Fund		2211500113.000	Part-time Salary	06/20 P/R - Parks - PT Salary	2482.42	12087e 06/20/2025	
07/02/2025	12286	Payroll Fund		2211500113.000	Part-time Salary	07/03 P/R - Parks - PT Salary	1953.07	12286e 07/03/2025	
06/18/2025	12087	Payroll Fund		2211500120.000	FICA-Medicare	06/20 P/R - Parks - FICA	189.91	12087e 06/20/2025	
07/02/2025	12286	Payroll Fund		2211500120.000	FICA-Medicare	07/03 P/R - Parks - FICA	149.41	12286e 07/03/2025	
07/02/2025	12296	Chase Bank - PCard		2211500224.000	Op Equip-Parts-Tools-Supplies	Animal Care - Shrock - Ghanns Cricket Farm	68.76	11	
07/02/2025	12296	Chase Bank - PCard		2211500224.000	Op Equip-Parts-Tools-Supplies	Animal Care - Shrock - Amazon	126.66	11	
07/02/2025	12296	Chase Bank - PCard		2211500224.000	Op Equip-Parts-Tools-Supplies	Snow Fence - Fry - Lowes	154.68	11	
07/02/2025	12296	Chase Bank - PCard		2211500224.000	Op Equip-Parts-Tools-Supplies	Amazon Refund - Stuart - Amazon	-19.88	11	
06/23/2025	12141	Chase Bank - PCard		2211500224.000	Op Equip-Parts-Tools-Supplies	Animal Care - Stuart - Kroger	9.53	11	
06/23/2025	12141	Chase Bank - PCard		2211500224.000	Op Equip-Parts-Tools-Supplies	Supplies - Stuart - Amazon	31.07	11	
06/23/2025	12141	Chase Bank - PCard		2211500235.000	Programming	Supplies - Murdock - Amazon	112.24	11	
07/02/2025	12296	Chase Bank - PCard		2211500235.000	Programming	Supplies - Stuart - Kroger	14.14	11	
06/23/2025	12141	Chase Bank - PCard		2211500235.000	Programming	Paint Stick Refund - Murdock - Michaels	-11.18	11	
07/02/2025	12296	Chase Bank - PCard		2211500235.000	Programming	Supplies - Murdock - Michaels	91.84	11	
06/23/2025	12141	Chase Bank - PCard		2211500235.000	Programming	Paint - Felling - Lowes	43.96	11	
07/02/2025	12296	Chase Bank - PCard		2211500235.000	Programming	Camp Supplies - Murdock - Target	33.99	11	
06/23/2025	12141	Chase Bank - PCard		2211500235.000	Programming	Supplies - Shrock - Amazon	20.00	11	
06/23/2025	12141	Chase Bank - PCard		2211500235.000	Programming	Paint - Felling - Lowes	182.82	11	
07/02/2025	12296	Chase Bank - PCard		2211500235.000	Programming	Camp Supplies - Murdock - Meijer	74.28	11	
06/23/2025	12141	Chase Bank - PCard		2211500235.000	Programming	Supplies - Shrock - Amazon	12.91	11	
06/23/2025	12141	Chase Bank - PCard		2211500235.000	Programming	Paint Sticks - Murdock - Michaels	11.18	11	
07/02/2025	12296	Chase Bank - PCard		2211500375.000	Contractual Services	Monthly Subscription - Murdock - Spotify.com	11.99	11	

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Accounts Payable Register

Date: 07/02/2025 02:53:34 PM APVREGISTER.FRX

191984.50

Page: 5

CHECK DATE **FILED** APV# NAME OF PAYEE PO# APPROP# **APPROPRIATION** DESCRIPTION AMOUNT CHECK # DATE **MEMORANDUM** 06/30/2025 12247 **Hussey-Mayfield Public Library** 2211500375.000 **Contractual Services** Lease 350.00 11 12273 ESG - 6/2-29/2025 145.00 07/01/2025 **Anytime Outhouse** 2211500375.000 **Contractual Services** 11 07/02/2025 12296 Chase Bank - PCard Monthly Subscription - Murdock -11 2211500375.000 **Contractual Services** 117.90 Constantcontact.com 06/23/2025 12141 Chase Bank - PCard 2211500375.000 Staff Lunch - Ray - City BBQ 199.99 11 **Contractual Services** 06/30/2025 12245 **Betty Tran** 2211500395.000 Refunds-Reimbursements **Shelter Reservation Cancellation** 40.00 11 SubTotal Department 500 6596.69 SubTotal Fund Number 2211 6596.69 **Fund Number 2302 Park Donations **Department 500 PARKS 06/23/2025 12141 Chase Bank - PCard 2302500335.000 **General Park Donations** Love for Lincoln Stickers -230.00 11 Murdock - Sticker Mule 06/30/2025 12249 Indy's Pro Graphix Inc 2302500335.000 **General Park Donations** Love for Lincoln Inserts 70.00 11 06/30/2025 12254 Smyrna Ready Mix Concrete LLC 2302500445.000 Equipment Memorial Bench Pad 615.00 11 06/23/2025 12141 Chase Bank - PCard 2302500450.000 **Dog Park Donations** Hay for Dog Park - Wright -31.96 11 Lowes **SubTotal Department 500** 946.96 SubTotal Fund Number 2302 946.96 **Fund Number 2430 Coronavirus Local Fiscal Rec **Department 500 PARKS **CNP Playground** 07/02/2025 12297 2430500490.000 11 Mattcon General Contractors Inc 119 Park Nature Center 40843.00 Playground **SubTotal Department 500** 40843.00 SubTotal Fund Number 2430 40843.00 **Fund Number 3312 2023 Carpenter Bond **Department 500 PARKS Park Bond 2023 (CNP) Principal 06/24/2025 12151 Bank of Oklahoma 3312500701.000 2023 Carpenter Bond -95000.00 12151e 06/26/2025 Principal 12151 06/24/2025 Bank of Oklahoma 3312500702.000 2023 Carpenter Bond - Interest Park Bond 2023 (CNP) Interest 96984.50 12151e 06/26/2025

SubTotal Department 500

Installed by the Town of Zionsville-2023

Accounts Payable Register

Date: 07/02/2025 02:53:34 PM

APVREGISTER.FRX

Page: 6

DATE								CHECK	
FILED	APV#	NAME OF PAYEE	PO#	APPROP #	APPROPRIATION	DESCRIPTION	AMOUNT (CHECK # DATE	MEMORANDUM
SubTotal Fu	ınd Numl	per 3312					191984.50		
**Fund Nun	ber 3324	2019 Park Dist Bonds B-C De	ebt						
**Departr	nent 500	PARKS							
06/24/2025	12150	US Bank		3324500701.000	Principal	Dec 2019B Park Bond B Principal	75000.00	12150e 06/26/2025	
06/24/2025	12150	US Bank		3324500701.000	Principal	Dec 2019B Park Bond B Interest	58900.00	12150e 06/26/2025	
06/24/2025	12150	US Bank		3324500701.000	Principal	Dec 2019C Park Bond C Principal	95000.00	12150e 06/26/2025	
06/24/2025	12150	US Bank		3324500702.000	Interest	Dec 2019C Park Bond C Interest	75100.00	12150e 06/26/2025	
SubTotal	Departm	ent 500					304000.00		
SubTotal Fu	ınd Numl	per 3324					304000.00		
**Fund Num	ber 4418	Park Bond (Proceeds) CNR							
**Departr	nent 500	PARKS							
06/30/2025	12251	Rundell Ernstberger Assoc Inc	:	4418500375.000	Contractual Services	CNP	6265.40	11	
SubTotal	Departm	ent 500					6265.40		
SubTotal Fu	ınd Numl	per 4418					6265.40		
**Fund Nun	ber 4671	Park Impact Fee (New 2022)							
**Departr	nent 500	PARKS							
07/02/2025	12297	Mattcon General Contractors I	nc 119	4671500490.000	Park Impact Fee (New 2022) - Construction	CNP Impact Fee	62930.00	11	
SubTotal	Departm	ent 500					62930.00		
SubTotal Fu	ınd Numl	per 4671					62930.00		
**Fund Nun	ber 4672	Park Impact Fee							
**Departr		-							
07/02/2025	12299	Structure Midwest LLC		4672500490.000	Construction	Mulberry Restroom Shelter Ap 4	54826.40	11	
07/02/2025	12297	Mattcon General Contractors I	nc 119	4672500490.000	Construction	CNP Impact Fee	76720.00	1 1	
SubTotal	Departm	ent 500					131546.40		
SubTotal Fu	ınd Numl	per 4672					131546.40		
*** GRAND	TOTAL **	•					931820.59		