

**REGULAR MEETING OF THE  
ZIONSVILLE REDEVELOPMENT COMMISSION**

**Monday, August 24, 2020  
6:30 p.m. (Local Time)  
Electronic Meeting**

**THIS PUBLIC MEETING WILL BE CONDUCTED PURSUANT TO GOVERNOR ERIC J. HOLCOMB'S EXECUTIVE ORDERS 20-02, 20-04, 20-08, AND 20-26, AND GOVERNOR HOLCOMB'S EXERCISE OF HIS POWERS UNDER INDIANA'S EMERGENCY MANAGEMENT AND DISASTER LAW, IND. CODE 10-14-3, *et seq.* ADDITIONAL INFORMATION REGARDING THE MEETING IS PROVIDED IN THE ANNEX PUBLISHED WITH THIS AGENDA.**

Please click the link below to join the webinar:  
<https://us02web.zoom.us/j/82718255397>

**AGENDA**

1. Call to Order
2. Recognition of Attendees who request to be noted.
3. Reports
4. Old Business
  - A. Approval and Adoption of Minutes: July 27, 2020, Regular Meeting (Conducted Electronically)
  - B. Update on the status of the RLL Development Agreement for Lots 12, 13, & 14 of Creekside Corporate Park
5. New Business
  - A. Community Development Corporation Recommendation for Grant:
    1. FORZA Jackson IG, 10615 S. Zionsville Road (Proposed Hotel Tango)
  - B. Christopher Burke Engineering recommendations for Creekside Corporate Park:
    1. Surface Waters and Wetland Assessment
    2. Lot #14 Wetland Permitting
6. Other Business
7. Adjourn

**NEXT REGULAR MEETING:**

**RDC – Monday, September 28, 2020 at 6:30 p.m.**

## ANNEX TO THE AGENDA FOR THE AUGUST 24, 2020, REGULAR MEETING OF THE ZIONSVILLE REDEVELOPMENT COMMISSION

In his Executive Orders 20-02, 20-04, 20-08, and 20-26 (collectively, the “**Executive Orders**”), Governor Eric J. Holcomb has ordered all political subdivisions of the State of Indiana to limit public gatherings and to implement the Centers for Disease Control and Prevention’s and the Indiana State Department of Health’s recommended virus mitigation strategies. The Executive Orders suspend certain requirements for Essential Governmental Functions that facilitate Essential Infrastructure with respect to public meetings and open door laws, including suspending physical participation requirements by members of public agency governing bodies and permitting public attendance through electronic means of communications. As a political subdivision of the State of Indiana, the Zionsville Redevelopment Commission (the “RDC”) must comply with the Executive Orders throughout the duration of the COVID-19 Public Health Emergency. According, all public meetings of the RDC shall be conducted in the following manner until the end of the COVID-19 Public Health Emergency:

1. Members of the public shall have the right to attend RDC Public Meetings via the following forms of electronic communication:

When: Monday, August 24, 2020 06:30 PM Eastern Time (US and Canada)

Topic: Zionsville RDC Meeting

Join Zoom Meeting: <https://us02web.zoom.us/j/82718255397>

Webinar ID: 827 1825 5397

Or join by phone:

+1 301 715 8592 or +1 312 626 6799 or +1 646 558 8656 or +1 253 215 8782 or

+1 346 248 7799 or +1 669 900 9128

2. Members of the public shall have the option of recording their attendance at the RDC Public Meetings via electronic roll call at the start of the meeting or via e-mail at [rkilmer@zionsville-in.gov](mailto:rkilmer@zionsville-in.gov).
3. If a member of the public would like to attend a RDC Public Meeting, but cannot utilize any of the access methods described above, please contact Roger Kilmer at 317-690-6539 or at [rkilmer@zionsville.gov](mailto:rkilmer@zionsville.gov) for assistance.
4. The RDC will continually revisit and refine the procedures in this Annex to address public accessibility to RDC Public Meetings during the COVID-19 Public Health Emergency.
5. If a member of the public requires assistance connecting to the RDC Public meeting, please contact Roger Kilmer at 317-690-6539 or at [rkilmer@zionsville-in.gov](mailto:rkilmer@zionsville-in.gov)



## MEMORANDUM

**TO:** Zionsville Redevelopment Commission  
**FROM:** Wayne DeLong, AICP, CPM Director of Planning & Economic Development  
**RE:** August 21, 2020 Redevelopment Commission Regular Meeting

Below is an update on Redevelopment / TIF District Properties and Projects:

### Zionsville 106<sup>th</sup> Street TIF

**Reindeer Properties, 5100 Charles Court:** A Commercial Remodel Permit was issued on August 4, 2020.

**Town of Zionsville, 390 S. Main Street:** Demolition Permits were issued on July 27, 2020.

**AES Restaurants, 10440 Bennett Parkway:** A Development Plan Approval from the Plan Commission for a 12,000± square foot office building was approved on July 20, 2020. Petitioner has indicated construction is to start around October 1, 2020.

**Zionsville Medical Office Building (MOB); 10649 Bennett Parkway:** A Commercial Tenant Finish Permit was issued on May 15, 2020. Project is under construction.

**Aria Apartments; 11005 Octave Drive:** A permit for the pool maintenance building was issued on April 30, 2020.

**Black Acre Brewing Company, 98 S. Main St.:** A Commercial Remodel Permit was issued on April 24, 2020.

**106<sup>th</sup> & Bennett, 10650 Bennett Parkway:** A Certificate of Occupancy was issued on July 2, 2020.

**Hotel Tango; 10615 Zionsville Road:** A Commercial Remodel Permit was issued on July 9, 2020.

**TriCo Addition; 7236 Mayflower Park Drive:** A Commercial Remodel permit was issued on April 6, 2020, for an office addition/remodel.

**Michael Cole; 30 N. Main Street:** A Commercial Remodel permit issued to Tom Simmons (contractor) on March 27, 2020, for this address. A Certificate of Occupancy was issued on August 7, 2020.

### CR 300 S & US 421 TIF

**Appaloosa Crossing:** An earthwork pre-construction meeting was held on July 20, 2020, and a grading permit was issued on July 28, 2020.

### Projects

**Creekside Corporate Park (RDC):** The following tasks are underway:

- Marketing of property & Review of Purchase Agreements and Letters of Intent
- Stormwater mitigation project (CBBEL)

**Creekside Corporate Park (CDC):** The following tasks are underway:

- Seasonal maintenance, selective tree removal due to disease and damage

CC: Emily Styron, Mayor  
Julie Johns-Cole, Deputy Mayor



**ZIONSVILLE REDEVELOPMENT COMMISSION  
REGULAR MEETING MEMORANDA  
FOR**

Monday, July 27, 2020 at 6:30 pm  
Via Video Conference

**THIS PUBLIC MEETING WAS CONDUCTED PURSUANT TO GOVERNOR ERIC J. HOLCOMB'S EXECUTIVE ORDERS 20-02, 20-04, 20-08 AND 20-26, AND GOVERNOR HOLCOMB'S EXERCISE OF HIS POWERS UNDER INDIANA'S EMERGENCY MANAGEMENT AND DISASTER LAW, INDIANA CODE 10-14-3, *et seq.***

Members Present via ZOOM Webinar (audio and video): Sanjay Patel, President; Kent Esra; Colleen Hittle; Cindy Madrick; and Kate Swanson. Also Present: Brian Crist, Legal Counsel, Wayne DeLong, AICP, CPM Director of Planning & Economic Development, and Roger Kilmer, Planner I - Economic Development.

1. Call to Order: Sanjay Patel called the meeting to order at 6:30 pm.
2. General Public recognized as attending: Sally Zelonis, John Tousley, and Lesley Hunt.
3. Reports
  - A. TIF Report: Wayne DeLong reviewed current TIF activity and project updates.
  - B. Termination of the Term Sheet from William Tres Development regarding Lots 10 & 11 in Creekside Corporate Park. This allows the Redevelopment Commission to discuss the sale of these lots with other potential buyers and enter into agreements for these lots.
4. Old Business
  - A. Approval and Adoption of Minutes: June 22, 2020, Regular Meeting (Conducted Electronically).

Motion: Kent Esra made a motion (seconded by Colleen Hittle) to approve the adoption of the Minutes for June 22, 2020, Regular Meeting.

Roll Call Vote:

Colleen Hittle -Y

Kent Esra -Y

Sanjay Patel-Y

Kate Swanson-Y

Cindy Madrick-Y

The motion was unanimously approved by a roll call vote of those members present.

5. New Business

- A. Opening of submitted bids for Public Offering Process of certain RDC-owned parcels in the Creekside Corporate Park.

Mr. DeLong introduced the item and presented a brief history of the process and previous actions. Mr. Kilmer informed the Redevelopment Commission that no bids were received. Mr. Kilmer stated there was a single inquiry from a development company who expressed they were going to wait until after the bid opening to then submit an offer to purchase one of the lot.

Mr. Crist provided information regarding the next steps regarding the sale of any of the lots within this public offering. Mr. Crist stated that state law requires a waiting period of thirty days from the bid opening date before the Redevelopment Commission can formally consider an offer to purchase any of the offered lots.

- B. Community Development Recommendation for Grant: Lesley Jane, Inc.

Mr. DeLong provided an introduction of the requested \$10,000.00 grant and outlined the process of review performed by the Community Development Corporation. Typically, grants are provided to businesses to assist with the physical development of a property. This grant is unique in that the basis of the need for the grant is directly related to the COVID-19 pandemic and its economic impact on this business. Mr. DeLong stated that similar grant requests may be submitted for consideration in the future.

Ms. Lesley Hunt, owner of Lesley Jane, Inc., was asked to summarize her request. Ms. Hunt outlined how the grant would allow her to merge her current business software products in a way that they could “talk” to each other and expand her options for on-line sales.

Motion: Kent Esra made a motion (seconded by Cindy Madrick) to approve the Community Development Corporation’s recommendation and approve the request of \$10,000.00.

Roll Call Vote:

Colleen Hittle -Y

Kent Esra -Y

Kate Swanson-Y

Cindy Madrick-Y

Sanjay Patel-Y

The motion was unanimously approved by a roll call vote of those members present.

6. Other Business

1. Mr. Tousley raised two questions, via email, for the Redevelopment Commission.

- A. The March 27, 2020, Letter of Intent with Rahal Letter states the purchase price is to be determined. When will the purchase price of the Rahal Letterman transaction be determined? What is the criteria that will be used by the Redevelopment Commission to accept or reject the offer to purchase?

- B. The April 27, 2020, Term Sheet from William Tres Development states the property will be conveyed for \$10.00. That amount seems small. Please explain.

Mr. Crist stated that the William Tres Development proposal is no longer being considered, but, in general, a reduced or negotiated purchase price is one incentive Zionsville has to make these Town-owned lots attractive for development. Mr. Crist explained that many factors will play into the decision to accept or reject proposal including other requests from developers or end-users such as tax abatements or other economic development incentives.

2. Mr. Tousley also raised questions about the availability of documents for public review prior to the Redevelopment Commission Meetings, specifically referencing information regarding the requested grant. Ms. Swanson was able to direct Mr. Tousley to the supporting documentation for the grant provided on the Town's website.
3. Mr. DeLong invited the public to join in discussions regarding uses at Mulberry Field and an Open House to discuss surrounding uses around the Indianapolis Executive Airport.

Meeting Adjourned (7:05 pm)

Respectfully Submitted,

Kate Swanson, Secretary

The next regular meeting of the Redevelopment Commission is scheduled for Monday, August 24, 2020, at 6:30 pm.

DRAFT



## MEMORANDUM

**TO:** Zionsville Redevelopment Commission  
**FROM:** Wayne DeLong, AICP, CPM Director of Planning & Economic Development  
**RE:** Community Development Corporation - Grant Recommendation  
**DATE:** August 11, 2020

As the determiner of grants which utilize TIF Funds, the following information is provided to the Redevelopment Commission for consideration in relation to the requested grant.

**Applicant:** FORZA Jackson IG / South Village Station Re-development  
10615 S. Zionsville Road  
Zionsville, IN 46077

**Request:** \$125,000.00

**Review Process:** A quorum of the Community Development Corporation (“CDC”) reviewed the attached materials and met with the Applicant, Matt Jackson, Bart Jackson, and Adam D’Angelo, on July 28, 2020, to discuss the grant request. The Applicant presented their information and their basis for the requested grant. The CDC Members presented questions to the Applicant to gain a thorough understanding of the need for the grant and to identify the anticipated purposes for which the grant would be used. The grant would be used for long-term building improvements including:

- the installation of a new grease trap to serve Hotel Tango;
- connecting the entire development to public water and sewer resulting in the termination of well and on-site septic systems; and
- the replacement and upgrade of damaged, aesthetically inconsistent, or end-of-life building materials on the interior and exterior of the building to comply with current building codes and ordinances. The exterior will receive a major renovation.

Members of the CDC asked questions of the applicant to better understand the proposed improvements and how the grant would be utilized. The applicant stated their total investment into the redevelopment of this center is approximately \$1.7MM and will result in 22 new jobs and approximately \$15,948 in additional annual property taxes.

**Recommendation:** The CDC voted unanimously to recommend the requested amount of \$125,000.00 be granted to the Applicant, but distributed through, up to, three (3) phases which would be documented in the inspection process:

1. Phase #1: \$50,000.00 provided to the Applicant upon confirmation from building inspectors and/or the Boone County Health Department that:
  - A. The new grease trap has been fully installed; and
  - B. The development has been connected to public water and sewer, and has terminated its connection to the well and on-site septic field.

2. Phase #2: \$50,000.00 provided to the Applicant upon substantial completion of the exterior and interior building renovations as documented by the issuance of a Temporary Certificate of Occupancy from the Town of Zionsville.
3. Phase #3: \$25,000.00 provided to the Applicant upon issuance of the final Certificate of Occupancy. Should a Temporary Certificate of Occupancy, identified in Phase #2, not be required and the Applicant only receives a final Certificate of Occupancy, the amount of grant from Phases #2 and #3 combined, totaling \$75,000.00, would be issued concurrently.

CC: Emily Styron, Mayor  
Julie Johns-Cole, Deputy Mayor



*South Village Station  
Re-development*





*New Look New Vibe*



Travis attends and graduates law school. He meets Hilary, his future wife, and marries her in August 2012. He begins making whiskey, applying the same rigor, precision and unwavering commitment he learned during his time serving his country. His whiskey is a resounding success. He wonders if it's good enough to build a company on.



# Community Impact

Creating connection and space for gathering

- Economic & Community Impact
  - Business and Job Retention
  - Expansion-22 New jobs created
  - 1.7 MM in direct investment in Zionsville
  - Aesthetically enhancing the town's village gateway to the south.
  - Additional Food and Beverage Tax
  - New Water and Sewer Connections
  - A contributing asset to Zionsville's TIF District;
    - Approximately \$15,948 in additional annual property taxes generated each year.

# *Purpose of use of incentive request*

- **Defray Costs of New Infrastructure:**

The request accounts for 7.8% of the total project and 20.83% of the cost to improve the building and site and the estimated cost of additional infrastructure for this project is \$125,000

- New grease trap installation.
- Terminating well and on-site septic field elevating the potential risk of any environmental contaminates leaching
- Connecting to public water and sewer systems
- Replacement and upgrade of damaged building materials on the interior and exterior of the building to comply with current, local building code & ordinances.



**CREEKSIDE CORPORATE PARK  
SURFACE WATERS AND WETLAND  
ASSESSMENT**

Prepared for:

Zionsville Redevelopment Commission  
1100 W Oak Street  
Zionsville, Indiana 46077

March 2020

Prepared by

**Christopher B. Burke Engineering, LLC  
115 West Washington Street, Suite 1368 South  
Indianapolis, Indiana 46204**

CBBEL Project Number 20-0061

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## CHAPTER 1

## EXECUTIVE SUMMARY

Christopher B. Burke Engineering, LLC (CBBEL) staff conducted an onsite field investigation of the Creekside Corporate Park site in Boone County, Indiana. Field work was conducted on March 4<sup>th</sup>, 2020 during which time two (2) wetlands and one (1) stream were identified onsite. Wetland delineations were conducted using methods identified in the Regional Supplement to the Corps of Engineers Delineation Manual: Midwest Region (Version 2.0) (August 2010).

Table 1-1 and Table 1-2 are a summary of the Wetland/“Waters” sites identified, including acreage or linear footage and our opinion of federal regulatory jurisdiction.

**Table 1-1 Wetland Summary Table**

Wetland Site	Type	Acreage	Jurisdiction
Wetland 1	PEM	0.05 Acre	State
Wetland 2	PEM	0.03 Acre	State

**Table 1-2 Stream Summary Table**

Stream Name	Stream Type	Linear Feet	Jurisdiction
Long Branch	Intermittent	54 LF	State/Federal

## CHAPTER 2 SURFACE WATERS RESOURCES ASSESSMENT

### 2.1 SITE LOCATION INFORMATION

On March 4<sup>th</sup>, 2020 Christopher B. Burke Engineering, LLC (CBBEL) completed a “Waters of the U.S.”/Wetland field investigation of the Creekside Corporate Park project site in Boone County, Indiana. The project site consists of an open overgrown field located northeast of the intersection of Main Street and W 106<sup>th</sup> Street in Zionsville, IN. Specifically, the project is located within Section 1 of Township 17 North, Range 2 East on the Zionsville 7.5 Minute Quadrangle.

### 2.2 WETLAND DETERMINATION METHODOLOGY

Wetland determinations were conducted using the methodology from the ***Regional Supplement to the Corps of Engineers Delineation Manual: Midwest Region (Version 2.0)***, dated August 2010. The Midwest Regional Supplement identifies the mandatory technical criteria for wetland identification. The three essential characteristics of a wetland are hydrophytic vegetation, hydric soils and wetland hydrology as described below:

- (1) Obligate wetland plants (OBL) almost always occur (estimated probability >99%) in wetlands under natural conditions;
- (2) Facultative wetland plants (FACW) usually occur in wetlands (estimated probability 67-99%), but occasionally are found in non-wetlands;
- (3) Facultative plants (FAC) are equally likely to occur in wetlands or non-wetlands (estimated probability 34-66%);
- (4) Facultative upland plants (FACU) usually occur in non-wetlands (estimated probability 67-99%), but occasionally are found in wetlands (estimated probability 1-33%); and
- (5) Obligate upland plants (UPL) almost always occur (estimated probability >99%) in non-wetlands under natural conditions.

**Indicator 1 - Rapid Test for Hydrophytic Vegetation:** The rapid test for hydrophytic vegetation is met if all dominant species across all strata are OBL or FACW, or a combination of the two, based on a visual assessment.

**Indicator 2 - Dominance Test:** If greater than 50% of the plants present are FAC, FACW, or OBL the subject area is considered to be wetland in terms of vegetation, and no further vegetation analysis is required.

**Indicator 3 - Prevalence Index:** This test is conducted if the plant community fails the Dominance Test, but indicators of hydric soil and wetland hydrology are both

present. The Prevalence Index is a weighted-average (based on percent cover) wetland indicator status of all plant species in the sampling plot, where each indicator status category is given a numeric value (OBL=1, FACW=2, FAC=3, FACU=4, and UPL=5). If the Prevalence Index is less than or equal to 3.0, then the hydrophytic vegetation criteria has been met.

**Indicator 4 - Morphological Adaptations:** This test is conducted if the plant community fails the prevalence test, but indicators of morphological adaptations for life in wetlands, on otherwise upland plant species, are present. If more than 50 percent of FACU species have morphological adaptations for life in wetlands, this species is considered a hydrophyte and is re-assigned an indicator of FAC. The Dominance Test and Prevalence Test should be re-calculated, and the hydrophytic vegetation criteria is satisfied if either test is satisfied.

**Hydric Soils:** Hydric soils are defined in the Midwest Regional Supplement as "soils that have formed under conditions of saturation, flooding, or ponding long enough during the growing season to develop anaerobic conditions in the upper part." Field indicators include matrix color, redox depletions and concentrations, sulfate reduction and resultant odor, organic matter accumulation, gleying, and soil texture. Specific types of hydric soils in the Midwest Region include, Histosols, Sandy Soils, Muck or Peat, and Loam or Clay Soils. Within these soil groups, there are many indicators specific to each type of soil.

**Wetland Hydrology:** The wetland hydrology criterion is often the most difficult to determine. Typically, the presence of water for a week or more during the growing season creates anaerobic conditions. Anaerobic conditions lead to the prevalence of wetland plants and soils. In the Midwest Regional Supplement, hydrology indicators are divided into four groups; Group A. Observation of Surface Water or Saturated Soils, Group B. Evidence of Recent Inundation, Group C. Evidence of Current or Recent Soil Saturation, and Group D. Evidence from Other Site Conditions or Data. Within each group, indicators are divided into two categories, *Primary* and *Secondary*. In the absence of a primary indicator, two or more secondary indicators from any group are required to conclude that wetland hydrology is present. Some indicators of wetland hydrology are surface water, saturation, water marks, sediment deposits, water stained leaves, drainage patterns, sulfide odor, crayfish burrows, stunted or stressed plants, or geomorphic position.

## 2.3 STREAM DETERMINATION

**Determining Jurisdiction:** The location of potentially jurisdictional channels was determined using the Boone County Soil Surveys, the USGS Quadrangle Map, and aerial photography. Once potential stream locations were identified via available mapping, field investigations were conducted to determine whether jurisdictional channels were present. Characteristics that indicate whether a

channel is considered jurisdictional include presence of a “bed, bank, and Ordinary High-Water Mark” (OHWM).

The stream bed should be free from vegetation, indicating that water flows frequently enough to prevent vegetation growth. The stream bank indicates confined flow within a channel rather than sheet flow or wetland conditions. The OHWM is a clear, natural line visible on the bank or shoreline established by fluctuations of water.

This method of determining stream jurisdiction is based upon the stay issued by the Court of Appeals for the Sixth Circuit in October of 2015, and how state and federal agencies have typically implemented the Clean Water Act (CWA) programs.

## CHAPTER 3 ASSESSMENT RESULTS

### 3.1 PROJECT AREA

#### 3.1.1 Identified Wetland Areas

<b>Wetland ID: Wetland Site 1 (PEM) DP 1</b>
<b>Wetland Acreage:</b> 0.05 Acre
<b>Vegetative Community Type:</b> Black Raspberry (NI), Common Rush (OBL), Kentucky Bluegrass (FAC), Dark Green Bulrush (OBL)
<b>Isolated Wetland Class:</b> Class I
<b>Hydrology:</b> Surface Water, Saturation, Hummocks, FAC-Neutral Test
<b>Soils:</b> 10YR 4/1 with a redox concentration of 10YR 5/8 at 20%
<b>Boundaries:</b> A change in vegetation and hydrology to the north, south, east, and west
<b>WOTUS Connectivity:</b> N/A
<b>Jurisdictional Status:</b> No
<b>Photograph ID No.:</b> 4 & 5

<b>Wetland ID: Wetland Site 2 (PEM) DP 4</b>
<b>Wetland Acreage:</b> 0.03 Acre
<b>Vegetative Community Type:</b> Bristly Sedge (OBL), Barnyard Grass (FACW), Common Rush (OBL), Kentucky Bluegrass (FAC), Meadow Fescue (FACU), Woolgrass (OBL), Cattail Species (OBL), Ironweed (FAC)
<b>Isolated Wetland Class:</b> Class I
<b>Hydrology:</b> Surface Water, Saturation, Hummocks, FAC-Neutral Test
<b>Soils:</b> 10YR 5/1 with a redox concentration of 10YR 5/8 at 30%
<b>Boundaries:</b> A change in vegetation and hydrology to the north, south, and east. The wetland extends west outside of the project boundary.
<b>WOTUS Connectivity:</b> N/A
<b>Jurisdictional Status:</b> No
<b>Photograph ID No.:</b> 8 & 9

3.1.2 Non-Wetland Data Points

<b>Non-Wetland Data Point ID: DP 2</b>
<b>Vegetative Community Type:</b> Black Raspberry (NI), Field Brome (FACU), Meadow Fescue (FACU), Ironweed (FAC)
<b>Hydrology:</b> None
<b>Soils:</b> 10YR 4/2

<b>Non-Wetland Data Point ID: DP 3</b>
<b>Vegetative Community Type:</b> Field Brome (FACU), Teasel (UPL), Meadow Fescue (FACU), Aster Simplex (FAC)
<b>Hydrology:</b> None
<b>Soils:</b> 10YR 3/2

<b>Non-Wetland Data Point ID: DP 5</b>
<b>Vegetative Community Type:</b> Black Raspberry (FACU), Field Brome (FACU), Teasel (UPL), Meadow Fescue (FACU)
<b>Hydrology:</b> None
<b>Soils:</b> 10YR 3/3

3.1.3 Identified Streams

<b>Stream ID: UNT Long Branch</b>
<b>Stream Linear Footage:</b> 54 Linear Feet
<b>OHWM Depth:</b> 2 Feet
<b>OHWM Width:</b> 4 Feet
<b>Channel Substrate:</b> Silt, Cobble, Gravel, Boulders
<b>Flow Regime:</b> Intermittent
<b>WOTUS Connectivity:</b>
<b>Jurisdictional Status:</b> Yes
<b>Photograph ID No.:</b> 1, 2, & 3

Long Branch flows north through the project **limits**. This channel exhibits a defined bed and bank as well as Ordinary High Water Mark (OHWM), and it is our opinion that Long Branch be considered jurisdictional. Any work within this channel will require Clean Water Act approval from IDEM and the USACE.

## CHAPTER 4 REFERENCE MATERIALS

### 4.1 EXHIBIT REFERENCES

The following reference materials were reviewed and used to assist in the “Waters”/Wetland field reconnaissance. They are included as Exhibits 1-6.

#### EXHIBIT 1 –Site Location Map

The project site consists of an open overgrown field located northeast of the intersection of Main Street and W 106<sup>th</sup> Street in Zionsville, IN. Specifically, the project is located within Section 1 of Township 17 North, Range 2 East on the Zionsville 7.5 Minute Quadrangle.

#### EXHIBIT 2 –National Wetlands Inventory Map

The National Wetland Inventory (NWI) does not indicate wetlands within the project limits; however, the NWI serves only as a large-scale guide; actual wetland locations and types often vary from that mapped. The NWI map may also predate the development of the subject wetland.

#### EXHIBIT 3–Soils Map

The Soil Survey of Boone County, Indiana (2011) was reviewed to determine the location of hydric soils on site. Mapped hydric soil can be indicative of wetland conditions. Udorthents, Rubbish (Usl) is found throughout the project limits and is not considered a hydric soil.

#### EXHIBIT 4–Topography Map

FEMA Map Service Center (03/2020) was reviewed to determine the local drainage pattern. The map indicates relatively flat terrain throughout the project area.

#### EXHIBIT 5 –DFIRM Map

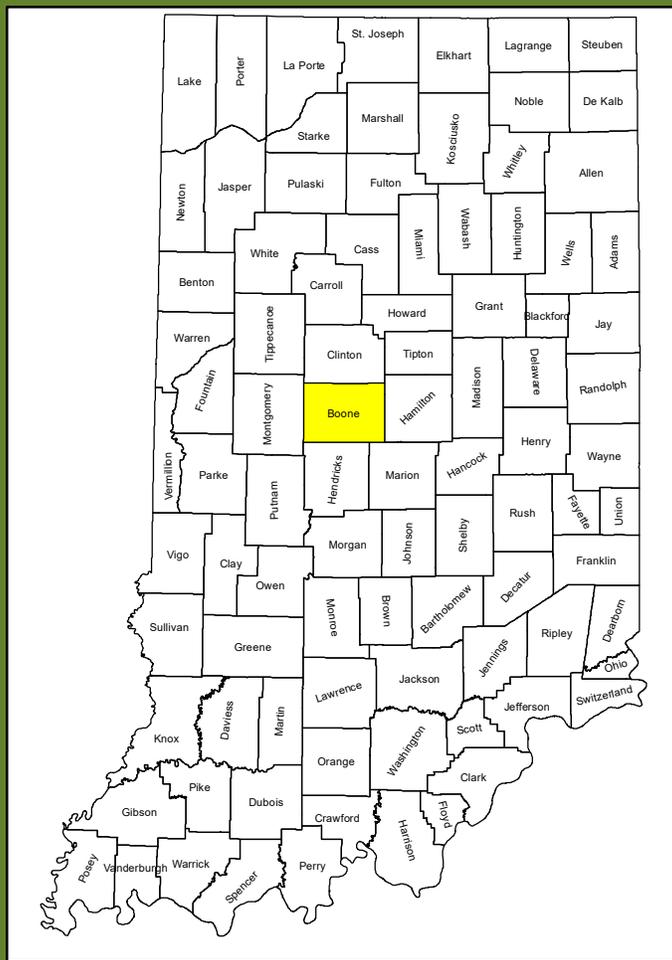
The Digital Flood Insurance Rate Map (DFIRM), effective date for Boone County, 1/18/12, was reviewed to determine the location of floodplain or floodway within the study area. Mapped floodplains can be indicative of wetland hydrology. There is no mapped floodway within the project area.

#### EXHIBIT 6 –Data Map

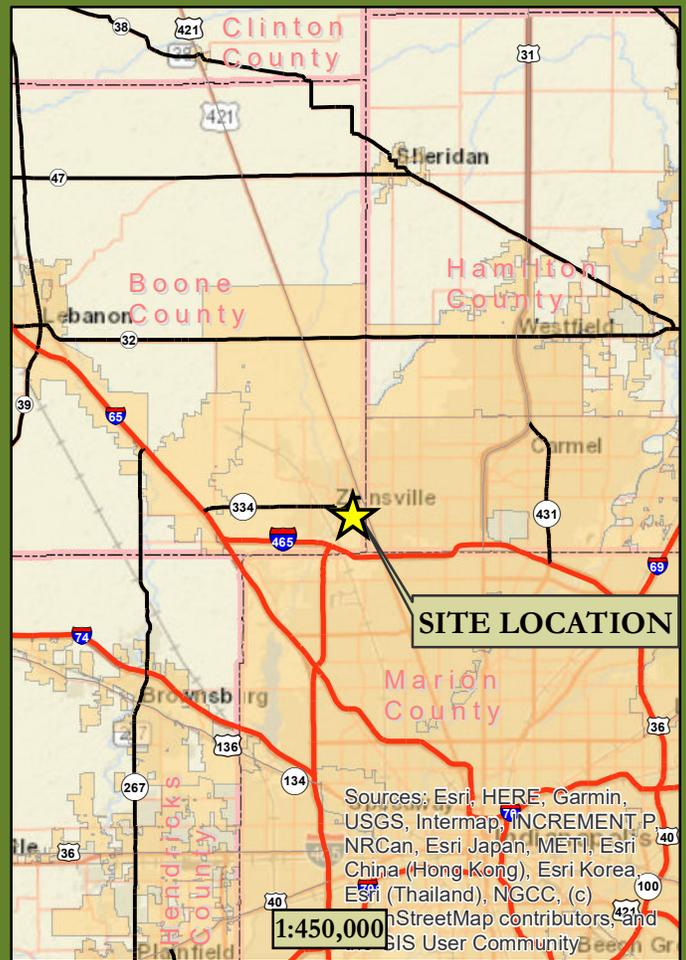
The aerial photograph of the site was reviewed to determine drainage patterns and identify poorly drained areas or note changes in vegetation. Delineated wetlands/“waters”, data points, and photo stations are overlaid on the aerial photograph.

## APPENDIX 1

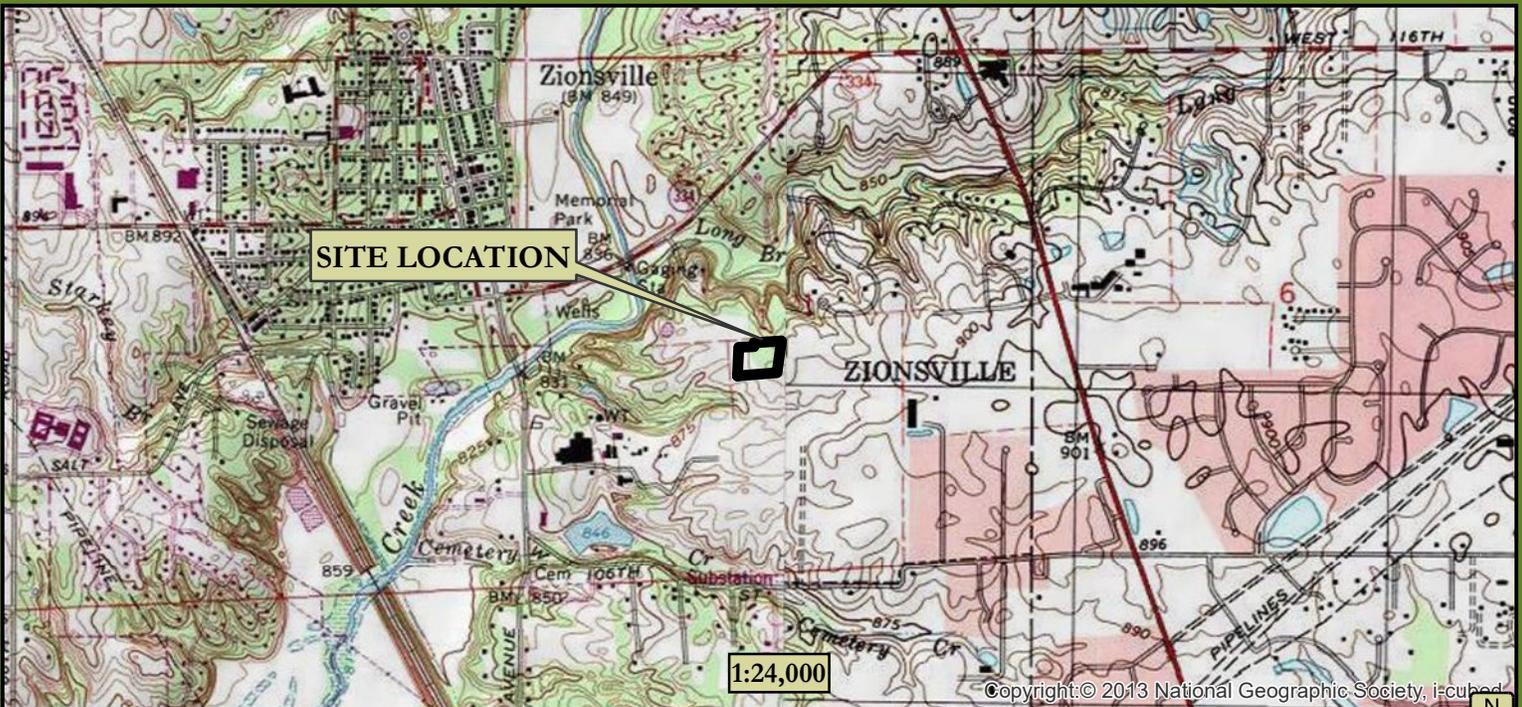
## Exhibits



**STATE MAP**



**VICINITY MAP**



**AREA MAP**

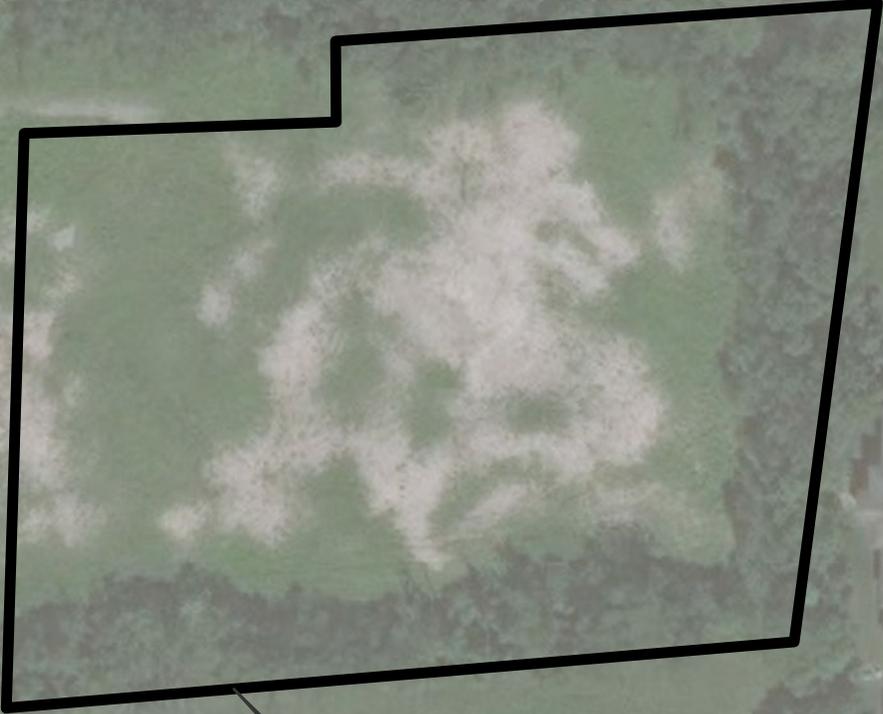
**CB**  
**BURKE**  
**Christopher B. Burke Engineering, LLC**  
 PNC Center, Suite 1368 South  
 115 West Washington Street  
 Indianapolis, Indiana 46204  
 (t) 317.266.8000 [www.cbbel-in.com](http://www.cbbel-in.com)

**PROJECT:**  
 Zionsville Redevelopment Commission:  
 Creekside Development - Lot 5  
**TITLE:**  
 Site Location

<b>PROJECT NO.</b> 20-0061	<b>APPROX. SCALE</b> as shown
<b>DATE:</b> 03/2020	
<b>EXHIBIT</b> 1	

Copyright: © 2013 National Geographic Society, i-cubed  
 Sources: Esri, HERE, Garmin, USGS, Intermap, INCREMENT P, NRCan, Esri Japan, METI, Esri China (Hong Kong), Esri Korea, Esri (Thailand), NGCC, (c) Esri StreetMap contributors, and GIS User Community

There are no wetlands on the site as indicated by the National Wetlands Inventory Maps



Project Boundary

Williams Glen Blvd

Sources of Data:  
1. USFWS National Wetlands Inventory, 2019

Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus  
USDA, USGS, AeroGRID, IGN, and the GIS User Community



**Christopher B. Burke Engineering, LLC**  
PNC Center, Suite 1368 South  
115 West Washington Street  
Indianapolis, Indiana 46204  
(t) 317.266.8000 [www.cbbel-in.com](http://www.cbbel-in.com)

PROJECT:  
**Zionsville Redevelopment Commission:  
Creekside Development - Lot 5**

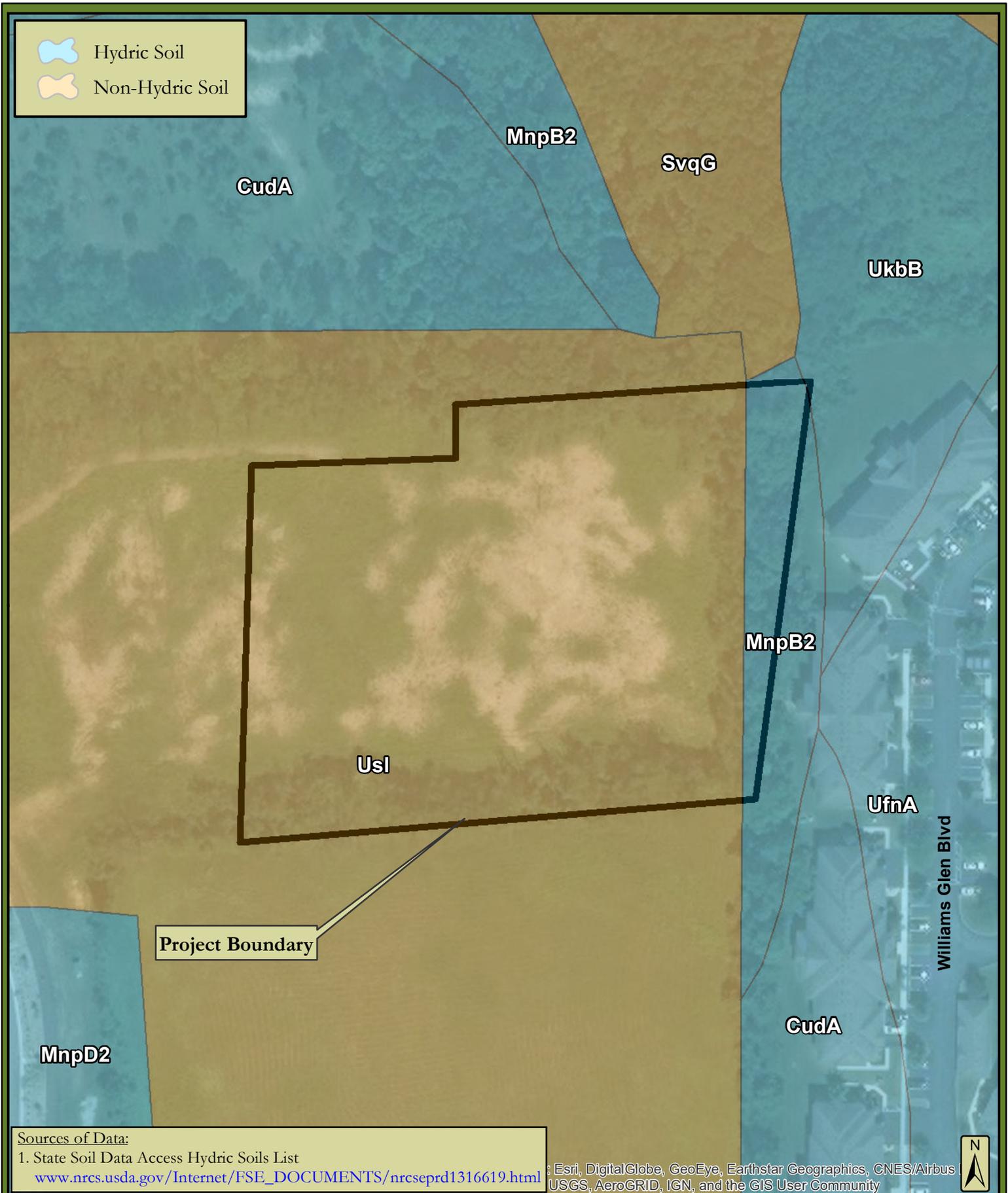
PROJECT NO.  
**20-0061**

APPROX. SCALE  
**1" = 100'**

TITLE:  
**National Wetlands Inventory**

DATE: **03/2020**

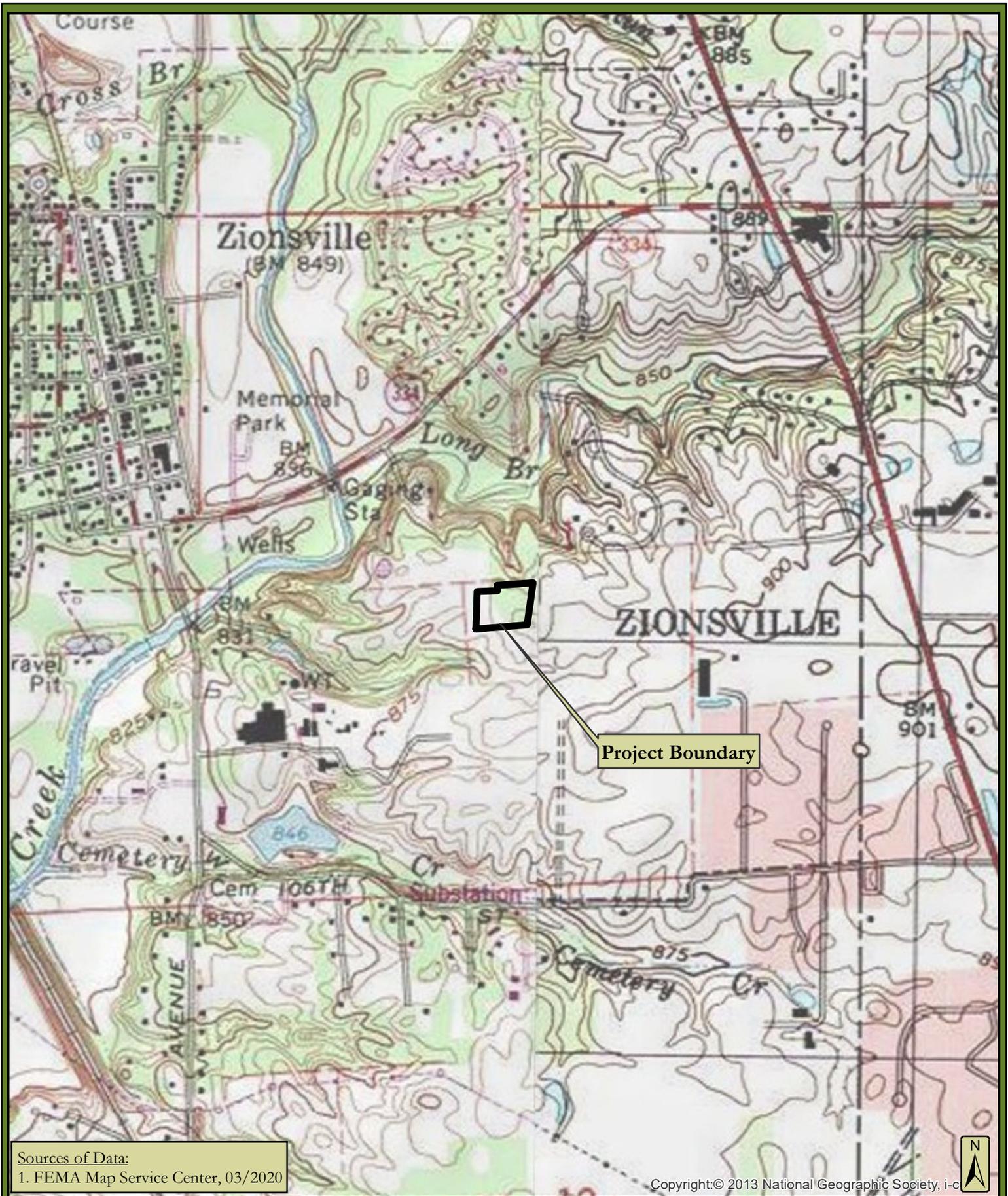
EXHIBIT **2**



**CB BURKE**  
**Christopher B. Burke Engineering, LLC**  
 PNC Center, Suite 1368 South  
 115 West Washington Street  
 Indianapolis, Indiana 46204  
 (t) 317.266.8000 [www.cbbel-in.com](http://www.cbbel-in.com)

<b>PROJECT:</b> Zionsville Redevelopment Commission: Creskide Development - Lot 5
<b>TITLE:</b> Soils

<b>PROJECT NO.</b> 20-0061	<b>APPROX. SCALE</b> 1" = 100'
<b>DATE:</b> 03/2020	
<b>EXHIBIT</b> 3	



Sources of Data:  
 1. FEMA Map Service Center, 03/2020

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 <b>Christopher B. Burke Engineering, LLC</b> PNC Center, Suite 1368 South 115 West Washington Street Indianapolis, Indiana 46204 (t) 317.266.8000 <a href="http://www.cbbel-in.com">www.cbbel-in.com</a>	<b>PROJECT:</b> Zionsville Redevelopment Commission: Creekside Development - Lot 5	<b>PROJECT NO.</b> 20-0061	<b>APPROX. SCALE</b> 1"=1,000'
	<b>TITLE:</b> USGS Topography	<b>DATE:</b> 03/2020	

There are no floodplain on the site as indicated by FEMA's Digital Flood Insurance Rate Map (effective date 2012-01-18)



Project Boundary

Williams Glen Blvd

Sources of Data:  
1. FEMA Map Service Center, 03/2020

Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus  
USDA, USGS, AeroGRID, IGN, and the GIS User Community



 <b>Christopher B. Burke Engineering, LLC</b> PNC Center, Suite 1368 South 115 West Washington Street Indianapolis, Indiana 46204 (t) 317.266.8000 <a href="http://www.cbbel-in.com">www.cbbel-in.com</a>	<b>PROJECT:</b> <b>Zionsville Redevelopment Commission:          Creekside Development - Lot 5</b>	<b>PROJECT NO.</b> <b>20-0061</b>	<b>APPROX. SCALE</b> <b>1"=100'</b>
	<b>TITLE:</b> <b>DFIRM</b>	<b>DATE:</b> 03/2020	<b>EXHIBIT</b> 5

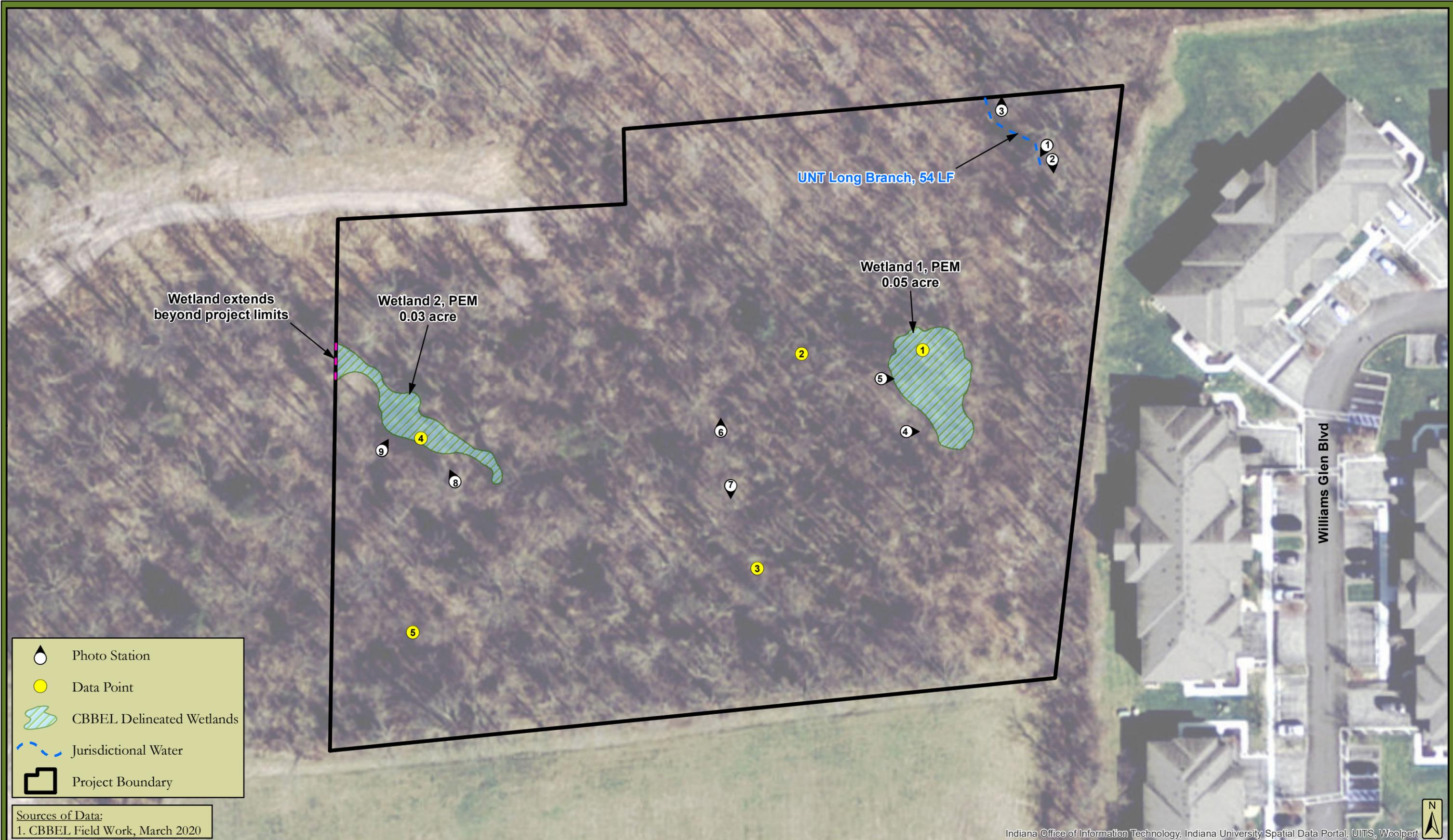


 Photo Station  
 Data Point  
 CBBEL Delineated Wetlands  
 Jurisdictional Water  
 Project Boundary

**Sources of Data:**  
 1. CBBEL Field Work, March 2020

Indiana Office of Information Technology, Indiana University Spatial Data Portal, UITS, Woolpert



 <b>Christopher B. Burke Engineering, LLC</b> PNC Center, Suite 1368 South 115 West Washington Street Indianapolis, Indiana 46204 (t) 317.266.8000 <a href="http://www.cbbel-in.com">www.cbbel-in.com</a>	<b>PROJECT:</b> Zionsville Redevelopment Commission: Creekside Development - Lot 5	<b>PROJECT NO.:</b> 20-0061	<b>APPROX. SCALE</b> 1" = 50'
	<b>TITLE:</b> Delineated Wetlands/"Waters", Data Points & Photo Stations		<b>DATE:</b> 03/2020  <b>EXHIBIT</b> 6

## APPENDIX 2

## Photographs



**CHRISTOPHER B. BURKE ENGINEERING, LLC.**  
 PNC Center, Suite 1368 South  
 115 West Washington Street  
 Indianapolis, Indiana 46204  
 TEL (317)266-8000 FAX (317)632-3306

<b>PROJECT:</b> Creekside Corporate Park Wetland Delineation	<b>PROJECT NO:</b> 20-0061	<b>APPROX. SCALE:</b> N/A
<b>TITLE:</b> Photo Stations March 4 <sup>th</sup> , 2020		<b>DATE:</b> 03/2020
		<b>1&amp;2</b>



**CHRISTOPHER B. BURKE ENGINEERING, LLC.**  
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 115 West Washington Street  
 Indianapolis, Indiana 46204  
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<b>PROJECT:</b> Creekside Corporate Park Wetland Delineation	<b>PROJECT NO:</b> 20-0061	<b>APPROX. SCALE:</b> N/A
<b>TITLE:</b> Photo Stations March 4 <sup>th</sup> , 2020		<b>DATE:</b> 03/2020
		<b>3&amp;4</b>



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<b>PROJECT:</b> Creekside Corporate Park Wetland Delineation	<b>PROJECT NO:</b> 20-0061	<b>APPROX. SCALE:</b> N/A
<b>TITLE:</b> Photo Stations March 4 <sup>th</sup> , 2020		<b>DATE:</b> 03/2020
		<b>5&amp;6</b>



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<b>PROJECT:</b> Creekside Corporate Park Wetland Delineation	<b>PROJECT NO:</b> 20-0061	<b>APPROX. SCALE:</b> N/A
<b>TITLE:</b> Photo Stations March 4 <sup>th</sup> , 2020		<b>DATE:</b> 03/2020
		<b>7&amp;8</b>



**CHRISTOPHER B. BURKE ENGINEERING, LLC.**  
 PNC Center, Suite 1368 South  
 115 West Washington Street  
 Indianapolis, Indiana 46204  
 TEL (317)266-8000 FAX (317)632-3306

**PROJECT:**

Creekside Corporate Park  
 Wetland Delineation

**PROJECT NO:**

20-0061

**APPROX. SCALE:**

N/A

**TITLE:**

Photo Stations

**DATE:** 03/2020

March 4<sup>th</sup>, 2020

## APPENDIX 3

## Data Sheets

**WETLAND DETERMINATION DATA FORM – Midwest Region**

Project/Site: Creekside Corporate Park- Wetland Delineation City/County: Zionsville/Boone Sampling Date: 3/4/20  
 Applicant/Owner: Town of Zionsville Redevelopment Commission State: IN Sampling Point: DP 1  
 Investigator(s): Sarah Wright Section, Township, Range: Section 1, Township 17 North, Range 2 East  
 Landform (hillslope, terrace, etc.): \_\_\_\_\_ Local relief (concave, convex, none): none  
 Slope (%): \_\_\_\_\_ Lat: 39.9465 Long: -86.2506 Datum: NAD83  
 Soil Map Unit Name: Usl- Udorthents, Rubbish NWI classification: None

Are climatic / hydrologic conditions on the site typical for this time of year? Yes  No  (If no, explain in Remarks.)  
 Are Vegetation , Soil , or Hydrology  significantly disturbed? Are "Normal Circumstances" present? Yes  No   
 Are Vegetation , Soil , or Hydrology  naturally problematic? (If needed, explain any answers in Remarks.)

**SUMMARY OF FINDINGS – Attach site map showing sampling point locations, transects, important features, etc.**

Hydrophytic Vegetation Present? Yes <input checked="" type="radio"/> No <input type="radio"/> Hydric Soil Present? Yes <input checked="" type="radio"/> No <input type="radio"/> Wetland Hydrology Present? Yes <input checked="" type="radio"/> No <input type="radio"/>	Is the Sampled Area within a Wetland? Yes <input checked="" type="radio"/> No <input type="radio"/>
Remarks: _____	

**VEGETATION – Use scientific names of plants.**

Tree Stratum (Plot size: <u>30ft.</u> )	Absolute % Cover	Dominant Species?	Indicator Status	Dominance Test worksheet:
1. _____	_____	<input type="checkbox"/>	<input type="checkbox"/>	Number of Dominant Species That Are OBL, FACW, or FAC: <u>3</u> (A)
2. _____	_____	<input type="checkbox"/>	<input type="checkbox"/>	Total Number of Dominant Species Across All Strata: <u>4</u> (B)
3. _____	_____	<input type="checkbox"/>	<input type="checkbox"/>	Percent of Dominant Species That Are OBL, FACW, or FAC: <u>75</u> (A/B)
4. _____	_____	<input type="checkbox"/>	<input type="checkbox"/>	
5. _____	_____	<input type="checkbox"/>	<input type="checkbox"/>	
0 = Total Cover				
<b>Sapling/Shrub Stratum (Plot size: <u>15ft.</u>)</b>				<b>Prevalence Index worksheet:</b>
1. <u>Rubus occidentalis</u>	<u>30</u>	<u>Yes</u>	<u>NI</u>	Total % Cover of: _____ Multiply by: _____ OBL species _____ x 1 = _____ FACW species _____ x 2 = _____ FAC species _____ x 3 = _____ FACU species _____ x 4 = _____ UPL species _____ x 5 = _____ Column Totals: <u>0</u> (A) _____ (B)
2. _____	_____	<input type="checkbox"/>	<input type="checkbox"/>	
3. _____	_____	<input type="checkbox"/>	<input type="checkbox"/>	
4. _____	_____	<input type="checkbox"/>	<input type="checkbox"/>	
5. _____	_____	<input type="checkbox"/>	<input type="checkbox"/>	
30 = Total Cover				Prevalence Index = B/A = _____
<b>Herb Stratum (Plot size: <u>5ft.</u>)</b>				<b>Hydrophytic Vegetation Indicators:</b>
1. <u>Juncus effusus</u>	<u>20</u>	<u>Yes</u>	<u>OBL</u>	<input type="checkbox"/> 1 - Rapid Test for Hydrophytic Vegetation <input checked="" type="checkbox"/> 2 - Dominance Test is >50% <input type="checkbox"/> 3 - Prevalence Index is ≤3.0 <sup>1</sup> <input type="checkbox"/> 4 - Morphological Adaptations <sup>1</sup> (Provide supporting data in Remarks or on a separate sheet) <input type="checkbox"/> Problematic Hydrophytic Vegetation <sup>1</sup> (Explain)
2. <u>Poa pratensis</u>	<u>45</u>	<u>Yes</u>	<u>FAC</u>	
3. <u>Scirpus atrovirens</u>	<u>20</u>	<u>Yes</u>	<u>OBL</u>	
4. _____	_____	<input type="checkbox"/>	<input type="checkbox"/>	
5. _____	_____	<input type="checkbox"/>	<input type="checkbox"/>	
6. _____	_____	<input type="checkbox"/>	<input type="checkbox"/>	
7. _____	_____	<input type="checkbox"/>	<input type="checkbox"/>	
8. _____	_____	<input type="checkbox"/>	<input type="checkbox"/>	
9. _____	_____	<input type="checkbox"/>	<input type="checkbox"/>	
10. _____	_____	<input type="checkbox"/>	<input type="checkbox"/>	
85 = Total Cover				<sup>1</sup> Indicators of hydric soil and wetland hydrology must be present, unless disturbed or problematic.
<b>Woody Vine Stratum (Plot size: <u>5ft.</u>)</b>				<b>Hydrophytic Vegetation Present?</b> Yes <input checked="" type="radio"/> No <input type="radio"/>
1. _____	_____	<input type="checkbox"/>	<input type="checkbox"/>	
2. _____	_____	<input type="checkbox"/>	<input type="checkbox"/>	
0 = Total Cover				
Remarks: (Include photo numbers here or on a separate sheet.) _____				

**SOIL**

Sampling Point: DP 1

Profile Description: (Describe to the depth needed to document the indicator or confirm the absence of indicators.)

Depth (inches)	Matrix		Redox Features				Texture	Remarks
	Color (moist)	%	Color (moist)	%	Type <sup>1</sup>	Loc <sup>2</sup>		
0-16	10YR 4/1	80	10YR 5/8	20	C	M	Clay	

<sup>1</sup>Type: C=Concentration, D=Depletion, RM=Reduced Matrix, MS=Masked Sand Grains.

<sup>2</sup>Location: PL=Pore Lining, M=Matrix.

**Hydric Soil Indicators:**

- |  |  |
|--|--|
| <input type="checkbox"/> Histosol (A1)                     | <input type="checkbox"/> Sandy Gleyed Matrix (S4)        |
| <input type="checkbox"/> Histic Epipedon (A2)              | <input type="checkbox"/> Sandy Redox (S5)                |
| <input type="checkbox"/> Black Histic (A3)                 | <input type="checkbox"/> Stripped Matrix (S6)            |
| <input type="checkbox"/> Hydrogen Sulfide (A4)             | <input type="checkbox"/> Loamy Mucky Mineral (F1)        |
| <input type="checkbox"/> Stratified Layers (A5)            | <input type="checkbox"/> Loamy Gleyed Matrix (F2)        |
| <input type="checkbox"/> 2 cm Muck (A10)                   | <input checked="" type="checkbox"/> Depleted Matrix (F3) |
| <input type="checkbox"/> Depleted Below Dark Surface (A11) | <input type="checkbox"/> Redox Dark Surface (F6)         |
| <input type="checkbox"/> Thick Dark Surface (A12)          | <input type="checkbox"/> Depleted Dark Surface (F7)      |
| <input type="checkbox"/> Sandy Mucky Mineral (S1)          | <input type="checkbox"/> Redox Depressions (F8)          |
| <input type="checkbox"/> 5 cm Mucky Peat or Peat (S3)      |  |

**Indicators for Problematic Hydric Soils<sup>3</sup>:**

- Coast Prairie Redox (A16)
- Dark Surface (S7)
- Iron-Manganese Masses (F12)
- Very Shallow Dark Surface (TF12)
- Other (Explain in Remarks)

<sup>3</sup>Indicators of hydrophytic vegetation and wetland hydrology must be present, unless disturbed or problematic.

**Restrictive Layer (if observed):**

Type: \_\_\_\_\_  
Depth (inches): \_\_\_\_\_

Hydric Soil Present? Yes  No

Remarks:

**HYDROLOGY**

**Wetland Hydrology Indicators:**

Primary Indicators (minimum of one is required: check all that apply)

- |  |   |
|--|---|
| <input checked="" type="checkbox"/> Surface Water (A1)             | <input type="checkbox"/> Water-Stained Leaves (B9)                  |
| <input type="checkbox"/> High Water Table (A2)                     | <input type="checkbox"/> Aquatic Fauna (B13)                        |
| <input checked="" type="checkbox"/> Saturation (A3)                | <input type="checkbox"/> True Aquatic Plants (B14)                  |
| <input type="checkbox"/> Water Marks (B1)                          | <input type="checkbox"/> Hydrogen Sulfide Odor (C1)                 |
| <input type="checkbox"/> Sediment Deposits (B2)                    | <input type="checkbox"/> Oxidized Rhizospheres on Living Roots (C3) |
| <input type="checkbox"/> Drift Deposits (B3)                       | <input type="checkbox"/> Presence of Reduced Iron (C4)              |
| <input type="checkbox"/> Algal Mat or Crust (B4)                   | <input type="checkbox"/> Recent Iron Reduction in Tilled Soils (C6) |
| <input type="checkbox"/> Iron Deposits (B5)                        | <input type="checkbox"/> Thin Muck Surface (C7)                     |
| <input type="checkbox"/> Inundation Visible on Aerial Imagery (B7) | <input type="checkbox"/> Gauge or Well Data (D9)                    |
| <input type="checkbox"/> Sparsely Vegetated Concave Surface (B8)   | <input checked="" type="checkbox"/> Other (Explain in Remarks)      |

Secondary Indicators (minimum of two required)

- Surface Soil Cracks (B6)
- Drainage Patterns (B10)
- Dry-Season Water Table (C2)
- Crayfish Burrows (C8)
- Saturation Visible on Aerial Imagery (C9)
- Stunted or Stressed Plants (D1)
- Geomorphic Position (D2)
- FAC-Neutral Test (D5)

**Field Observations:**

Surface Water Present? Yes  No  Depth (inches): 2  
 Water Table Present? Yes  No  Depth (inches): \_\_\_\_\_  
 Saturation Present? Yes  No  Depth (inches): \_\_\_\_\_  
 (includes capillary fringe)

Wetland Hydrology Present? Yes  No

Describe Recorded Data (stream gauge, monitoring well, aerial photos, previous inspections), if available:

Remarks:  
Hummocks

**WETLAND DETERMINATION DATA FORM – Midwest Region**

Project/Site: Creekside Corporate Park- Wetland Delineation City/County: Zionsville/Boone Sampling Date: 3/4/20  
 Applicant/Owner: Town of Zionsville Redevelopment Commission State: IN Sampling Point: DP 2  
 Investigator(s): Sarah Wright Section, Township, Range: Section 1, Township 17 North, Range 2 East  
 Landform (hillslope, terrace, etc.): \_\_\_\_\_ Local relief (concave, convex, none): none  
 Slope (%): \_\_\_\_\_ Lat: 39.9466 Long: -86.2509 Datum: NAD83  
 Soil Map Unit Name: Usl- Udorthents, Rubbish NWI classification: None

Are climatic / hydrologic conditions on the site typical for this time of year? Yes  No  (If no, explain in Remarks.)  
 Are Vegetation , Soil , or Hydrology  significantly disturbed? Are "Normal Circumstances" present? Yes  No   
 Are Vegetation , Soil , or Hydrology  naturally problematic? (If needed, explain any answers in Remarks.)

**SUMMARY OF FINDINGS – Attach site map showing sampling point locations, transects, important features, etc.**

Hydrophytic Vegetation Present? Yes <input type="radio"/> No <input checked="" type="radio"/> Hydric Soil Present? Yes <input type="radio"/> No <input checked="" type="radio"/> Wetland Hydrology Present? Yes <input type="radio"/> No <input checked="" type="radio"/>	Is the Sampled Area within a Wetland? Yes <input type="radio"/> No <input checked="" type="radio"/>
Remarks:	

**VEGETATION – Use scientific names of plants.**

Tree Stratum (Plot size: <u>30ft.</u> )	Absolute % Cover	Dominant Species?	Indicator Status	Dominance Test worksheet:
1. _____	_____	<input type="checkbox"/>	<input type="checkbox"/>	Number of Dominant Species That Are OBL, FACW, or FAC: <u>1</u> (A)  Total Number of Dominant Species Across All Strata: <u>3</u> (B)  Percent of Dominant Species That Are OBL, FACW, or FAC: <u>33</u> (A/B)
2. _____	_____	<input type="checkbox"/>	<input type="checkbox"/>	
3. _____	_____	<input type="checkbox"/>	<input type="checkbox"/>	
4. _____	_____	<input type="checkbox"/>	<input type="checkbox"/>	
5. _____	_____	<input type="checkbox"/>	<input type="checkbox"/>	
0 = Total Cover				<b>Prevalence Index worksheet:</b> Total % Cover of: _____ Multiply by: _____ OBL species _____ x 1 = _____ FACW species _____ x 2 = _____ FAC species <u>15</u> x 3 = <u>45</u> FACU species <u>80</u> x 4 = <u>320</u> UPL species _____ x 5 = _____ Column Totals: <u>95</u> (A) <u>365</u> (B)  Prevalence Index = B/A = <u>3.84</u>
<b>Sapling/Shrub Stratum (Plot size: <u>15ft.</u>)</b>				
1. <u>Rubus occidentalis</u>	<u>25</u>	<input checked="" type="checkbox"/> Yes	<u>NI</u>	
2. _____	_____	<input type="checkbox"/>	<input type="checkbox"/>	
3. _____	_____	<input type="checkbox"/>	<input type="checkbox"/>	
25 = Total Cover				
<b>Herb Stratum (Plot size: <u>5ft.</u>)</b>				
1. <u>Bromus arvensis</u>	<u>35</u>	<input checked="" type="checkbox"/> Yes	<u>FACU</u>	
2. <u>Schedonorus pratensis</u>	<u>45</u>	<input checked="" type="checkbox"/> Yes	<u>FACU</u>	
3. <u>Vernonia gigantea</u>	<u>15</u>	<input type="checkbox"/> No	<u>FAC</u>	
4. _____	_____	<input type="checkbox"/>	<input type="checkbox"/>	
5. _____	_____	<input type="checkbox"/>	<input type="checkbox"/>	
6. _____	_____	<input type="checkbox"/>	<input type="checkbox"/>	
7. _____	_____	<input type="checkbox"/>	<input type="checkbox"/>	
8. _____	_____	<input type="checkbox"/>	<input type="checkbox"/>	
9. _____	_____	<input type="checkbox"/>	<input type="checkbox"/>	
10. _____	_____	<input type="checkbox"/>	<input type="checkbox"/>	
95 = Total Cover				
<b>Woody Vine Stratum (Plot size: <u>5ft.</u>)</b>				
1. _____	_____	<input type="checkbox"/>	<input type="checkbox"/>	
2. _____	_____	<input type="checkbox"/>	<input type="checkbox"/>	
0 = Total Cover				
Remarks: (Include photo numbers here or on a separate sheet.)				

**SOIL**

Sampling Point: DP 2

Profile Description: (Describe to the depth needed to document the indicator or confirm the absence of indicators.)

Depth (inches)	Matrix		Redox Features				Texture	Remarks
	Color (moist)	%	Color (moist)	%	Type <sup>1</sup>	Loc <sup>2</sup>		
0-16	10YR 4/2	100					Clay	

<sup>1</sup>Type: C=Concentration, D=Depletion, RM=Reduced Matrix, MS=Masked Sand Grains.

<sup>2</sup>Location: PL=Pore Lining, M=Matrix.

**Hydric Soil Indicators:**

- Histosol (A1)
- Histic Epipedon (A2)
- Black Histic (A3)
- Hydrogen Sulfide (A4)
- Stratified Layers (A5)
- 2 cm Muck (A10)
- Depleted Below Dark Surface (A11)
- Thick Dark Surface (A12)
- Sandy Mucky Mineral (S1)
- 5 cm Mucky Peat or Peat (S3)

- Sandy Gleyed Matrix (S4)
- Sandy Redox (S5)
- Stripped Matrix (S6)
- Loamy Mucky Mineral (F1)
- Loamy Gleyed Matrix (F2)
- Depleted Matrix (F3)
- Redox Dark Surface (F6)
- Depleted Dark Surface (F7)
- Redox Depressions (F8)

**Indicators for Problematic Hydric Soils<sup>3</sup>:**

- Coast Prairie Redox (A16)
- Dark Surface (S7)
- Iron-Manganese Masses (F12)
- Very Shallow Dark Surface (TF12)
- Other (Explain in Remarks)

<sup>3</sup>Indicators of hydrophytic vegetation and wetland hydrology must be present, unless disturbed or problematic.

**Restrictive Layer (if observed):**

Type: \_\_\_\_\_  
Depth (inches): \_\_\_\_\_

Hydric Soil Present? Yes  No

Remarks:

**HYDROLOGY**

**Wetland Hydrology Indicators:**

Primary Indicators (minimum of one is required: check all that apply)

- Surface Water (A1)
- High Water Table (A2)
- Saturation (A3)
- Water Marks (B1)
- Sediment Deposits (B2)
- Drift Deposits (B3)
- Algal Mat or Crust (B4)
- Iron Deposits (B5)
- Inundation Visible on Aerial Imagery (B7)
- Sparsely Vegetated Concave Surface (B8)
- Water-Stained Leaves (B9)
- Aquatic Fauna (B13)
- True Aquatic Plants (B14)
- Hydrogen Sulfide Odor (C1)
- Oxidized Rhizospheres on Living Roots (C3)
- Presence of Reduced Iron (C4)
- Recent Iron Reduction in Tilled Soils (C6)
- Thin Muck Surface (C7)
- Gauge or Well Data (D9)
- Other (Explain in Remarks)

Secondary Indicators (minimum of two required)

- Surface Soil Cracks (B6)
- Drainage Patterns (B10)
- Dry-Season Water Table (C2)
- Crayfish Burrows (C8)
- Saturation Visible on Aerial Imagery (C9)
- Stunted or Stressed Plants (D1)
- Geomorphic Position (D2)
- FAC-Neutral Test (D5)

**Field Observations:**

Surface Water Present? Yes  No  Depth (inches): \_\_\_\_\_  
 Water Table Present? Yes  No  Depth (inches): \_\_\_\_\_  
 Saturation Present? Yes  No  Depth (inches): \_\_\_\_\_  
 (includes capillary fringe)

Wetland Hydrology Present? Yes  No

Describe Recorded Data (stream gauge, monitoring well, aerial photos, previous inspections), if available:

Remarks:

**WETLAND DETERMINATION DATA FORM – Midwest Region**

Project/Site: Creekside Corporate Park- Wetland Delineation City/County: Zionsville/Boone Sampling Date: 3/4/20  
 Applicant/Owner: Town of Zionsville Redevelopment Commission State: IN Sampling Point: DP 3  
 Investigator(s): Sarah Wright Section, Township, Range: Section 1, Township 17 North, Range 2 East  
 Landform (hillslope, terrace, etc.): \_\_\_\_\_ Local relief (concave, convex, none): none  
 Slope (%): \_\_\_\_\_ Lat: 39.9462 Long: -86.2510 Datum: NAD83  
 Soil Map Unit Name: Usl- Udorthents, Rubbish NWI classification: None

Are climatic / hydrologic conditions on the site typical for this time of year? Yes  No  (If no, explain in Remarks.)  
 Are Vegetation , Soil , or Hydrology  significantly disturbed? Are "Normal Circumstances" present? Yes  No   
 Are Vegetation , Soil , or Hydrology  naturally problematic? (If needed, explain any answers in Remarks.)

**SUMMARY OF FINDINGS – Attach site map showing sampling point locations, transects, important features, etc.**

Hydrophytic Vegetation Present? Yes <input type="radio"/> No <input checked="" type="radio"/> Hydric Soil Present? Yes <input type="radio"/> No <input checked="" type="radio"/> Wetland Hydrology Present? Yes <input type="radio"/> No <input checked="" type="radio"/>	Is the Sampled Area within a Wetland? Yes <input type="radio"/> No <input checked="" type="radio"/>
Remarks: _____	

**VEGETATION – Use scientific names of plants.**

Tree Stratum (Plot size: <u>30ft.</u> )	Absolute % Cover	Dominant Species?	Indicator Status	Dominance Test worksheet:
1. _____	_____	<input type="checkbox"/>	<input type="checkbox"/>	Number of Dominant Species That Are OBL, FACW, or FAC: <u>1</u> (A)
2. _____	_____	<input type="checkbox"/>	<input type="checkbox"/>	Total Number of Dominant Species Across All Strata: <u>3</u> (B)
3. _____	_____	<input type="checkbox"/>	<input type="checkbox"/>	Percent of Dominant Species That Are OBL, FACW, or FAC: <u>33</u> (A/B)
4. _____	_____	<input type="checkbox"/>	<input type="checkbox"/>	
5. _____	_____	<input type="checkbox"/>	<input type="checkbox"/>	
0 = Total Cover				
Sapling/Shrub Stratum (Plot size: <u>15ft.</u> )				Prevalence Index worksheet:
1. _____	_____	<input type="checkbox"/>	<input type="checkbox"/>	Total % Cover of: _____ Multiply by: _____
2. _____	_____	<input type="checkbox"/>	<input type="checkbox"/>	OBL species _____ x 1 = _____
3. _____	_____	<input type="checkbox"/>	<input type="checkbox"/>	FACW species _____ x 2 = _____
4. _____	_____	<input type="checkbox"/>	<input type="checkbox"/>	FAC species <u>20</u> x 3 = <u>60</u>
5. _____	_____	<input type="checkbox"/>	<input type="checkbox"/>	FACU species <u>60</u> x 4 = <u>240</u>
0 = Total Cover				UPL species <u>15</u> x 5 = <u>75</u>
Herb Stratum (Plot size: <u>5ft.</u> )				Column Totals: <u>95</u> (A) <u>375</u> (B)
1. <u>Bromus arvensis</u>	<u>25</u>	<u>Yes</u>	<u>FACU</u>	Prevalence Index = B/A = <u>3.95</u>
2. <u>Dipsacus fullonum</u>	<u>15</u>	<u>No</u>	<u>UPL</u>	
3. <u>Schedonorus pratensis</u>	<u>35</u>	<u>Yes</u>	<u>FACU</u>	
4. <u>Symphotrichum lanceolatum</u>	<u>20</u>	<u>Yes</u>	<u>FAC</u>	
5. _____	_____	<input type="checkbox"/>	<input type="checkbox"/>	
6. _____	_____	<input type="checkbox"/>	<input type="checkbox"/>	
7. _____	_____	<input type="checkbox"/>	<input type="checkbox"/>	
8. _____	_____	<input type="checkbox"/>	<input type="checkbox"/>	
9. _____	_____	<input type="checkbox"/>	<input type="checkbox"/>	
10. _____	_____	<input type="checkbox"/>	<input type="checkbox"/>	
95 = Total Cover				
Woody Vine Stratum (Plot size: <u>5ft.</u> )				Hydrophytic Vegetation Indicators:
1. _____	_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> 1 - Rapid Test for Hydrophytic Vegetation
2. _____	_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> 2 - Dominance Test is >50%
0 = Total Cover				<input type="checkbox"/> 3 - Prevalence Index is ≤3.0 <sup>1</sup>
Remarks: (Include photo numbers here or on a separate sheet.)				<input type="checkbox"/> 4 - Morphological Adaptations <sup>1</sup> (Provide supporting data in Remarks or on a separate sheet)
				<input type="checkbox"/> Problematic Hydrophytic Vegetation <sup>1</sup> (Explain)
				<sup>1</sup> Indicators of hydric soil and wetland hydrology must be present, unless disturbed or problematic.
				Hydrophytic Vegetation Present? Yes <input type="radio"/> No <input checked="" type="radio"/>

**SOIL**

Sampling Point: DP 3

**Profile Description: (Describe to the depth needed to document the indicator or confirm the absence of indicators.)**

Depth (inches)	Matrix		Redox Features				Texture	Remarks
	Color (moist)	%	Color (moist)	%	Type <sup>1</sup>	Loc <sup>2</sup>		
0-16	10YR 3/2	100					Clay	

<sup>1</sup>Type: C=Concentration, D=Depletion, RM=Reduced Matrix, MS=Masked Sand Grains.      <sup>2</sup>Location: PL=Pore Lining, M=Matrix.

**Hydric Soil Indicators:**

<input type="checkbox"/> Histosol (A1)	<input type="checkbox"/> Sandy Gleyed Matrix (S4)	<input type="checkbox"/> Coast Prairie Redox (A16)
<input type="checkbox"/> Histic Epipedon (A2)	<input type="checkbox"/> Sandy Redox (S5)	<input type="checkbox"/> Dark Surface (S7)
<input type="checkbox"/> Black Histic (A3)	<input type="checkbox"/> Stripped Matrix (S6)	<input type="checkbox"/> Iron-Manganese Masses (F12)
<input type="checkbox"/> Hydrogen Sulfide (A4)	<input type="checkbox"/> Loamy Mucky Mineral (F1)	<input type="checkbox"/> Very Shallow Dark Surface (TF12)
<input type="checkbox"/> Stratified Layers (A5)	<input type="checkbox"/> Loamy Gleyed Matrix (F2)	<input type="checkbox"/> Other (Explain in Remarks)
<input type="checkbox"/> 2 cm Muck (A10)	<input type="checkbox"/> Depleted Matrix (F3)	
<input type="checkbox"/> Depleted Below Dark Surface (A11)	<input type="checkbox"/> Redox Dark Surface (F6)	
<input type="checkbox"/> Thick Dark Surface (A12)	<input type="checkbox"/> Depleted Dark Surface (F7)	
<input type="checkbox"/> Sandy Mucky Mineral (S1)	<input type="checkbox"/> Redox Depressions (F8)	
<input type="checkbox"/> 5 cm Mucky Peat or Peat (S3)		

<sup>3</sup>Indicators of hydrophytic vegetation and wetland hydrology must be present, unless disturbed or problematic.

**Restrictive Layer (if observed):**  
 Type: \_\_\_\_\_  
 Depth (inches): \_\_\_\_\_

**Hydric Soil Present?** Yes  No

Remarks:

**HYDROLOGY**

**Wetland Hydrology Indicators:**

<b>Primary Indicators (minimum of one is required: check all that apply)</b>		<b>Secondary Indicators (minimum of two required)</b>
<input type="checkbox"/> Surface Water (A1)	<input type="checkbox"/> Water-Stained Leaves (B9)	<input type="checkbox"/> Surface Soil Cracks (B6)
<input type="checkbox"/> High Water Table (A2)	<input type="checkbox"/> Aquatic Fauna (B13)	<input type="checkbox"/> Drainage Patterns (B10)
<input type="checkbox"/> Saturation (A3)	<input type="checkbox"/> True Aquatic Plants (B14)	<input type="checkbox"/> Dry-Season Water Table (C2)
<input type="checkbox"/> Water Marks (B1)	<input type="checkbox"/> Hydrogen Sulfide Odor (C1)	<input type="checkbox"/> Crayfish Burrows (C8)
<input type="checkbox"/> Sediment Deposits (B2)	<input type="checkbox"/> Oxidized Rhizospheres on Living Roots (C3)	<input type="checkbox"/> Saturation Visible on Aerial Imagery (C9)
<input type="checkbox"/> Drift Deposits (B3)	<input type="checkbox"/> Presence of Reduced Iron (C4)	<input type="checkbox"/> Stunted or Stressed Plants (D1)
<input type="checkbox"/> Algal Mat or Crust (B4)	<input type="checkbox"/> Recent Iron Reduction in Tilled Soils (C6)	<input type="checkbox"/> Geomorphic Position (D2)
<input type="checkbox"/> Iron Deposits (B5)	<input type="checkbox"/> Thin Muck Surface (C7)	<input type="checkbox"/> FAC-Neutral Test (D5)
<input type="checkbox"/> Inundation Visible on Aerial Imagery (B7)	<input type="checkbox"/> Gauge or Well Data (D9)	
<input type="checkbox"/> Sparsely Vegetated Concave Surface (B8)	<input type="checkbox"/> Other (Explain in Remarks)	

**Field Observations:**

Surface Water Present?	Yes <input type="radio"/> No <input checked="" type="radio"/>	Depth (inches): _____	<b>Wetland Hydrology Present?</b> Yes <input type="radio"/> No <input checked="" type="radio"/>
Water Table Present?	Yes <input type="radio"/> No <input checked="" type="radio"/>	Depth (inches): _____	
Saturation Present? (includes capillary fringe)	Yes <input type="radio"/> No <input checked="" type="radio"/>	Depth (inches): _____	

Describe Recorded Data (stream gauge, monitoring well, aerial photos, previous inspections), if available:

Remarks:

**WETLAND DETERMINATION DATA FORM – Midwest Region**

Project/Site: Creekside Corporate Park- Wetland Delineation City/County: Zionsville/Boone Sampling Date: 3/4/20  
 Applicant/Owner: Town of Zionsville Redevelopment Commission State: IN Sampling Point: DP 4  
 Investigator(s): Sarah Wright Section, Township, Range: Section 1, Township 17 North, Range 2 East  
 Landform (hillslope, terrace, etc.): \_\_\_\_\_ Local relief (concave, convex, none): none  
 Slope (%): \_\_\_\_\_ Lat: 39.9464 Long: -86.2517 Datum: NAD83  
 Soil Map Unit Name: Usl- Udorthents, Rubbish NWI classification: None

Are climatic / hydrologic conditions on the site typical for this time of year? Yes  No  (If no, explain in Remarks.)  
 Are Vegetation , Soil , or Hydrology  significantly disturbed? Are "Normal Circumstances" present? Yes  No   
 Are Vegetation , Soil , or Hydrology  naturally problematic? (If needed, explain any answers in Remarks.)

**SUMMARY OF FINDINGS – Attach site map showing sampling point locations, transects, important features, etc.**

Hydrophytic Vegetation Present? Yes <input checked="" type="radio"/> No <input type="radio"/> Hydric Soil Present? Yes <input checked="" type="radio"/> No <input type="radio"/> Wetland Hydrology Present? Yes <input checked="" type="radio"/> No <input type="radio"/>	Is the Sampled Area within a Wetland? Yes <input checked="" type="radio"/> No <input type="radio"/>
Remarks: _____	

**VEGETATION – Use scientific names of plants.**

Tree Stratum (Plot size: <u>30ft.</u> )	Absolute % Cover	Dominant Species?	Indicator Status	
1. _____	_____	<input type="checkbox"/>	<input type="checkbox"/>	
2. _____	_____	<input type="checkbox"/>	<input type="checkbox"/>	
3. _____	_____	<input type="checkbox"/>	<input type="checkbox"/>	
4. _____	_____	<input type="checkbox"/>	<input type="checkbox"/>	
5. _____	_____	<input type="checkbox"/>	<input type="checkbox"/>	
0 = Total Cover				
Sapling/Shrub Stratum (Plot size: <u>15ft.</u> )	Absolute % Cover	Dominant Species?	Indicator Status	
1. _____	_____	<input type="checkbox"/>	<input type="checkbox"/>	
2. _____	_____	<input type="checkbox"/>	<input type="checkbox"/>	
3. _____	_____	<input type="checkbox"/>	<input type="checkbox"/>	
4. _____	_____	<input type="checkbox"/>	<input type="checkbox"/>	
5. _____	_____	<input type="checkbox"/>	<input type="checkbox"/>	
0 = Total Cover				
Herb Stratum (Plot size: <u>5ft.</u> )	Absolute % Cover	Dominant Species?	Indicator Status	
1. <u>Carex comosa</u>	10	Yes	OBL	
2. <u>Echinochloa crus-galli</u>	25	Yes	FACW	
3. <u>Juncus effusus</u>	5	No	OBL	
4. <u>Poa pratensis</u>	25	Yes	FAC	
5. <u>Schedonorus pratensis</u>	20	Yes	FACU	
6. <u>Scirpus cyperinus</u>	5	No	OBL	
7. <u>Typha spp.</u>	5	No	OBL	
8. <u>Vernonia gigantea</u>	5	No	FAC	
9. _____	_____	<input type="checkbox"/>	<input type="checkbox"/>	
10. _____	_____	<input type="checkbox"/>	<input type="checkbox"/>	
100 = Total Cover				
Woody Vine Stratum (Plot size: <u>5ft.</u> )	Absolute % Cover	Dominant Species?	Indicator Status	
1. _____	_____	<input type="checkbox"/>	<input type="checkbox"/>	
2. _____	_____	<input type="checkbox"/>	<input type="checkbox"/>	
0 = Total Cover				

**Dominance Test worksheet:**  
 Number of Dominant Species That Are OBL, FACW, or FAC: 2 (A)  
 Total Number of Dominant Species Across All Strata: 3 (B)  
 Percent of Dominant Species That Are OBL, FACW, or FAC: 66 (A/B)

**Prevalence Index worksheet:**  
 Total % Cover of: \_\_\_\_\_ Multiply by: \_\_\_\_\_  
 OBL species \_\_\_\_\_ x 1 = \_\_\_\_\_  
 FACW species \_\_\_\_\_ x 2 = \_\_\_\_\_  
 FAC species \_\_\_\_\_ x 3 = \_\_\_\_\_  
 FACU species \_\_\_\_\_ x 4 = \_\_\_\_\_  
 UPL species \_\_\_\_\_ x 5 = \_\_\_\_\_  
 Column Totals: 0 (A) \_\_\_\_\_ (B)  
 Prevalence Index = B/A = \_\_\_\_\_

**Hydrophytic Vegetation Indicators:**  
 1 - Rapid Test for Hydrophytic Vegetation  
 2 - Dominance Test is >50%  
 3 - Prevalence Index is ≤3.0<sup>1</sup>  
 4 - Morphological Adaptations<sup>1</sup> (Provide supporting data in Remarks or on a separate sheet)  
 Problematic Hydrophytic Vegetation<sup>1</sup> (Explain)

<sup>1</sup>Indicators of hydric soil and wetland hydrology must be present, unless disturbed or problematic.

**Hydrophytic Vegetation Present?** Yes  No

Remarks: (Include photo numbers here or on a separate sheet.) \_\_\_\_\_

**SOIL**

Sampling Point: DP 4

**Profile Description: (Describe to the depth needed to document the indicator or confirm the absence of indicators.)**

Depth (inches)	Matrix		Redox Features				Texture	Remarks
	Color (moist)	%	Color (moist)	%	Type <sup>1</sup>	Loc <sup>2</sup>		
0-16	10YR 5/1	70	10YR 5/8	30	C	M	Clay	

<sup>1</sup>Type: C=Concentration, D=Depletion, RM=Reduced Matrix, MS=Masked Sand Grains.      <sup>2</sup>Location: PL=Pore Lining, M=Matrix.

**Hydric Soil Indicators:**

<input type="checkbox"/> Histosol (A1)	<input type="checkbox"/> Sandy Gleyed Matrix (S4)	<input type="checkbox"/> Coast Prairie Redox (A16)
<input type="checkbox"/> Histic Epipedon (A2)	<input type="checkbox"/> Sandy Redox (S5)	<input type="checkbox"/> Dark Surface (S7)
<input type="checkbox"/> Black Histic (A3)	<input type="checkbox"/> Stripped Matrix (S6)	<input type="checkbox"/> Iron-Manganese Masses (F12)
<input type="checkbox"/> Hydrogen Sulfide (A4)	<input type="checkbox"/> Loamy Mucky Mineral (F1)	<input type="checkbox"/> Very Shallow Dark Surface (TF12)
<input type="checkbox"/> Stratified Layers (A5)	<input type="checkbox"/> Loamy Gleyed Matrix (F2)	<input type="checkbox"/> Other (Explain in Remarks)
<input type="checkbox"/> 2 cm Muck (A10)	<input checked="" type="checkbox"/> Depleted Matrix (F3)	
<input type="checkbox"/> Depleted Below Dark Surface (A11)	<input type="checkbox"/> Redox Dark Surface (F6)	
<input type="checkbox"/> Thick Dark Surface (A12)	<input type="checkbox"/> Depleted Dark Surface (F7)	
<input type="checkbox"/> Sandy Mucky Mineral (S1)	<input type="checkbox"/> Redox Depressions (F8)	
<input type="checkbox"/> 5 cm Mucky Peat or Peat (S3)		

<sup>3</sup>Indicators of hydrophytic vegetation and wetland hydrology must be present, unless disturbed or problematic.

**Restrictive Layer (if observed):**

Type: \_\_\_\_\_

Depth (inches): \_\_\_\_\_

**Hydric Soil Present?** Yes  No

Remarks:

**HYDROLOGY**

**Wetland Hydrology Indicators:**

<b>Primary Indicators (minimum of one is required: check all that apply)</b>		<b>Secondary Indicators (minimum of two required)</b>
<input checked="" type="checkbox"/> Surface Water (A1)	<input type="checkbox"/> Water-Stained Leaves (B9)	<input type="checkbox"/> Surface Soil Cracks (B6)
<input type="checkbox"/> High Water Table (A2)	<input type="checkbox"/> Aquatic Fauna (B13)	<input type="checkbox"/> Drainage Patterns (B10)
<input checked="" type="checkbox"/> Saturation (A3)	<input type="checkbox"/> True Aquatic Plants (B14)	<input type="checkbox"/> Dry-Season Water Table (C2)
<input type="checkbox"/> Water Marks (B1)	<input type="checkbox"/> Hydrogen Sulfide Odor (C1)	<input type="checkbox"/> Crayfish Burrows (C8)
<input type="checkbox"/> Sediment Deposits (B2)	<input type="checkbox"/> Oxidized Rhizospheres on Living Roots (C3)	<input type="checkbox"/> Saturation Visible on Aerial Imagery (C9)
<input type="checkbox"/> Drift Deposits (B3)	<input type="checkbox"/> Presence of Reduced Iron (C4)	<input type="checkbox"/> Stunted or Stressed Plants (D1)
<input type="checkbox"/> Algal Mat or Crust (B4)	<input type="checkbox"/> Recent Iron Reduction in Tilled Soils (C6)	<input type="checkbox"/> Geomorphic Position (D2)
<input type="checkbox"/> Iron Deposits (B5)	<input type="checkbox"/> Thin Muck Surface (C7)	<input checked="" type="checkbox"/> FAC-Neutral Test (D5)
<input type="checkbox"/> Inundation Visible on Aerial Imagery (B7)	<input type="checkbox"/> Gauge or Well Data (D9)	
<input type="checkbox"/> Sparsely Vegetated Concave Surface (B8)	<input checked="" type="checkbox"/> Other (Explain in Remarks)	

**Field Observations:**

Surface Water Present? Yes  No  Depth (inches): 3

Water Table Present? Yes  No  Depth (inches): \_\_\_\_\_

Saturation Present? Yes  No  Depth (inches): \_\_\_\_\_  
(includes capillary fringe)

**Wetland Hydrology Present?** Yes  No

Describe Recorded Data (stream gauge, monitoring well, aerial photos, previous inspections), if available:

Remarks:  
Hummocks

**WETLAND DETERMINATION DATA FORM – Midwest Region**

Project/Site: Creekside Corporate Park- Wetland Delineation City/County: Zionsville/Boone Sampling Date: 3/4/20  
 Applicant/Owner: Town of Zionsville Redevelopment Commission State: IN Sampling Point: DP 5  
 Investigator(s): Sarah Wright Section, Township, Range: Section 1, Township 17 North, Range 2 East  
 Landform (hillslope, terrace, etc.): \_\_\_\_\_ Local relief (concave, convex, none): none  
 Slope (%): \_\_\_\_\_ Lat: 39.9461 Long: -86.2517 Datum: NAD83  
 Soil Map Unit Name: Usl- Udorthents, Rubbish NWI classification: None

Are climatic / hydrologic conditions on the site typical for this time of year? Yes  No  (If no, explain in Remarks.)  
 Are Vegetation , Soil , or Hydrology  significantly disturbed? Are "Normal Circumstances" present? Yes  No   
 Are Vegetation , Soil , or Hydrology  naturally problematic? (If needed, explain any answers in Remarks.)

**SUMMARY OF FINDINGS – Attach site map showing sampling point locations, transects, important features, etc.**

Hydrophytic Vegetation Present? Yes <input type="radio"/> No <input checked="" type="radio"/> Hydric Soil Present? Yes <input type="radio"/> No <input checked="" type="radio"/> Wetland Hydrology Present? Yes <input type="radio"/> No <input checked="" type="radio"/>	Is the Sampled Area within a Wetland? Yes <input type="radio"/> No <input checked="" type="radio"/>
Remarks: _____	

**VEGETATION – Use scientific names of plants.**

Tree Stratum (Plot size: <u>30ft.</u> )	Absolute % Cover	Dominant Species?	Indicator Status	
1. _____	_____	<input type="checkbox"/>	<input type="checkbox"/>	
2. _____	_____	<input type="checkbox"/>	<input type="checkbox"/>	
3. _____	_____	<input type="checkbox"/>	<input type="checkbox"/>	
4. _____	_____	<input type="checkbox"/>	<input type="checkbox"/>	
5. _____	_____	<input type="checkbox"/>	<input type="checkbox"/>	
0 = Total Cover				
Sapling/Shrub Stratum (Plot size: <u>15ft.</u> )	Absolute % Cover	Dominant Species?	Indicator Status	
1. <u>Rubus occidentalis</u>	<u>35</u>	<u>Yes</u>	<u>NI</u>	
2. _____	_____	<input type="checkbox"/>	<input type="checkbox"/>	
3. _____	_____	<input type="checkbox"/>	<input type="checkbox"/>	
4. _____	_____	<input type="checkbox"/>	<input type="checkbox"/>	
5. _____	_____	<input type="checkbox"/>	<input type="checkbox"/>	
35 = Total Cover				
Herb Stratum (Plot size: <u>5ft.</u> )	Absolute % Cover	Dominant Species?	Indicator Status	
1. <u>Bromus arvensis</u>	<u>25</u>	<u>Yes</u>	<u>FACU</u>	
2. <u>Dipsacus fullonum</u>	<u>20</u>	<u>Yes</u>	<u>FACU</u>	
3. <u>Schedonorus pratensis</u>	<u>40</u>	<u>Yes</u>	<u>FACU</u>	
4. _____	_____	<input type="checkbox"/>	<input type="checkbox"/>	
5. _____	_____	<input type="checkbox"/>	<input type="checkbox"/>	
6. _____	_____	<input type="checkbox"/>	<input type="checkbox"/>	
7. _____	_____	<input type="checkbox"/>	<input type="checkbox"/>	
8. _____	_____	<input type="checkbox"/>	<input type="checkbox"/>	
9. _____	_____	<input type="checkbox"/>	<input type="checkbox"/>	
10. _____	_____	<input type="checkbox"/>	<input type="checkbox"/>	
85 = Total Cover				
Woody Vine Stratum (Plot size: <u>5ft.</u> )	Absolute % Cover	Dominant Species?	Indicator Status	
1. _____	_____	<input type="checkbox"/>	<input type="checkbox"/>	
2. _____	_____	<input type="checkbox"/>	<input type="checkbox"/>	
0 = Total Cover				

**Dominance Test worksheet:**  
 Number of Dominant Species That Are OBL, FACW, or FAC: 0 (A)  
 Total Number of Dominant Species Across All Strata: 4 (B)  
 Percent of Dominant Species That Are OBL, FACW, or FAC: 0 (A/B)

**Prevalence Index worksheet:**  
 Total % Cover of: \_\_\_\_\_ Multiply by: \_\_\_\_\_  
 OBL species \_\_\_\_\_ x 1 = \_\_\_\_\_  
 FACW species \_\_\_\_\_ x 2 = \_\_\_\_\_  
 FAC species \_\_\_\_\_ x 3 = \_\_\_\_\_  
 FACU species \_\_\_\_\_ x 4 = \_\_\_\_\_  
 UPL species \_\_\_\_\_ x 5 = \_\_\_\_\_  
 Column Totals: 0 (A) \_\_\_\_\_ (B)  
 Prevalence Index = B/A = \_\_\_\_\_

**Hydrophytic Vegetation Indicators:**  
 1 - Rapid Test for Hydrophytic Vegetation  
 2 - Dominance Test is >50%  
 3 - Prevalence Index is ≤3.0<sup>1</sup>  
 4 - Morphological Adaptations<sup>1</sup> (Provide supporting data in Remarks or on a separate sheet)  
 Problematic Hydrophytic Vegetation<sup>1</sup> (Explain)

<sup>1</sup>Indicators of hydric soil and wetland hydrology must be present, unless disturbed or problematic.

**Hydrophytic Vegetation Present?** Yes  No

Remarks: (Include photo numbers here or on a separate sheet.) \_\_\_\_\_

**SOIL**

Sampling Point: DP 5

**Profile Description: (Describe to the depth needed to document the indicator or confirm the absence of indicators.)**

Depth (inches)	Matrix		Redox Features				Texture	Remarks
	Color (moist)	%	Color (moist)	%	Type <sup>1</sup>	Loc <sup>2</sup>		
0-16	10YR 3/3	100					Clay	

<sup>1</sup>Type: C=Concentration, D=Depletion, RM=Reduced Matrix, MS=Masked Sand Grains.

<sup>2</sup>Location: PL=Pore Lining, M=Matrix.

**Hydric Soil Indicators:**

- Histosol (A1)
- Histic Epipedon (A2)
- Black Histic (A3)
- Hydrogen Sulfide (A4)
- Stratified Layers (A5)
- 2 cm Muck (A10)
- Depleted Below Dark Surface (A11)
- Thick Dark Surface (A12)
- Sandy Mucky Mineral (S1)
- 5 cm Mucky Peat or Peat (S3)

- Sandy Gleyed Matrix (S4)
- Sandy Redox (S5)
- Stripped Matrix (S6)
- Loamy Mucky Mineral (F1)
- Loamy Gleyed Matrix (F2)
- Depleted Matrix (F3)
- Redox Dark Surface (F6)
- Depleted Dark Surface (F7)
- Redox Depressions (F8)

**Indicators for Problematic Hydric Soils<sup>3</sup>:**

- Coast Prairie Redox (A16)
- Dark Surface (S7)
- Iron-Manganese Masses (F12)
- Very Shallow Dark Surface (TF12)
- Other (Explain in Remarks)

<sup>3</sup>Indicators of hydrophytic vegetation and wetland hydrology must be present, unless disturbed or problematic.

**Restrictive Layer (if observed):**

Type: \_\_\_\_\_  
Depth (inches): \_\_\_\_\_

Hydric Soil Present? Yes  No

Remarks:

**HYDROLOGY**

**Wetland Hydrology Indicators:**

**Primary Indicators (minimum of one is required: check all that apply)**

- Surface Water (A1)
- High Water Table (A2)
- Saturation (A3)
- Water Marks (B1)
- Sediment Deposits (B2)
- Drift Deposits (B3)
- Algal Mat or Crust (B4)
- Iron Deposits (B5)
- Inundation Visible on Aerial Imagery (B7)
- Sparsely Vegetated Concave Surface (B8)

- Water-Stained Leaves (B9)
- Aquatic Fauna (B13)
- True Aquatic Plants (B14)
- Hydrogen Sulfide Odor (C1)
- Oxidized Rhizospheres on Living Roots (C3)
- Presence of Reduced Iron (C4)
- Recent Iron Reduction in Tilled Soils (C6)
- Thin Muck Surface (C7)
- Gauge or Well Data (D9)
- Other (Explain in Remarks)

**Secondary Indicators (minimum of two required)**

- Surface Soil Cracks (B6)
- Drainage Patterns (B10)
- Dry-Season Water Table (C2)
- Crayfish Burrows (C8)
- Saturation Visible on Aerial Imagery (C9)
- Stunted or Stressed Plants (D1)
- Geomorphic Position (D2)
- FAC-Neutral Test (D5)

**Field Observations:**

Surface Water Present? Yes  No  Depth (inches): \_\_\_\_\_  
 Water Table Present? Yes  No  Depth (inches): \_\_\_\_\_  
 Saturation Present? (includes capillary fringe) Yes  No  Depth (inches): \_\_\_\_\_

Wetland Hydrology Present? Yes  No

Describe Recorded Data (stream gauge, monitoring well, aerial photos, previous inspections), if available:

Remarks:



Sources of Data:  
 1. Boone County Aerial, IndianaMap 2016  
 2. Proposed Layout, CBBEL 2020

**Legend**

- Existing Downstream Channel
- Alt 1 - Proposed Pond Size
- Alt1 - Proposed Wetland

**CBB**  
**BURKE**  
 Christopher B. Burke Engineering, LLC  
 PNC Center, Suite 1368 South  
 115 West Washington Street  
 Indianapolis, Indiana 46204  
 (t) 317.266.8000 [www.cbbel-in.com](http://www.cbbel-in.com)

PROJECT: Creekside Corporate Park Stormwater Assistance	PROJECT NO: 20-061	APPROX. SCALE: 1"=50'
TITLE: Alternative 1 - Detention Pond *DRAFT*	DATE: 08/2020	EXHIBIT 1



Sources of Data:  
 1. Boone County Aerial, IndianaMap 2016  
 2. Proposed Layout, CBBEL 2020



**Legend**

- Existing Downstream Channel
- Alt 2 - Proposed Channel
- Alt 2 - Proposed Wetlands

**CB**  
**BURKE**  
 Christopher B. Burke Engineering, LLC  
 PNC Center, Suite 1368 South  
 115 West Washington Street  
 Indianapolis, Indiana 46204  
 (t) 317.266.8000 [www.cbbel-in.com](http://www.cbbel-in.com)

<b>PROJECT:</b> Creekside Corporate Park Stormwater Assistance	<b>PROJECT NO.:</b> 20-061	<b>APPROX. SCALE:</b> 1"=50'
<b>TITLE:</b> Alternative 2 - Channel *DRAFT*	<b>DATE:</b> 08/2020	<b>EXHIBIT:</b> 2



Slight reduction in downstream velocities

0.61 Acre Pond  
 6ft deep with 3:1 side slopes  
 Detains runoff from additional drainage area to reduce flow to meet ordinance outflow  
 Est 4,422 cyd  
 On-site disposal: \$44,000  
 Off-site disposal: \$88,000

0.65 acres of wooded wetland

285 foot long channel  
 6 foot bottom width  
 3:1 side slopes up to 13 feet deep  
 Requires pipe realignment  
 Est. 6,200cyd  
 Cut and Spoil on-site: \$62,000  
 Remove off-site: \$125,000

Sources of Data:  
 1. Boone County Aerial, IndianaMap 2016  
 2. Proposed Layout, CBBEL 2020

Legend	
	Existing Downstream Channel
	Alt3 - Proposed Pond
	Alt4 - Proposed Wetlands
	Alt 3 - Proposed Channel

**CB**  
**BURKE**  
 Christopher B. Burke Engineering, LLC  
 PNC Center, Suite 1368 South  
 115 West Washington Street  
 Indianapolis, Indiana 46204  
 (t) 317.266.8000 [www.cbbel-in.com](http://www.cbbel-in.com)

PROJECT: Creekside Corporate Park Stormwater Assistance

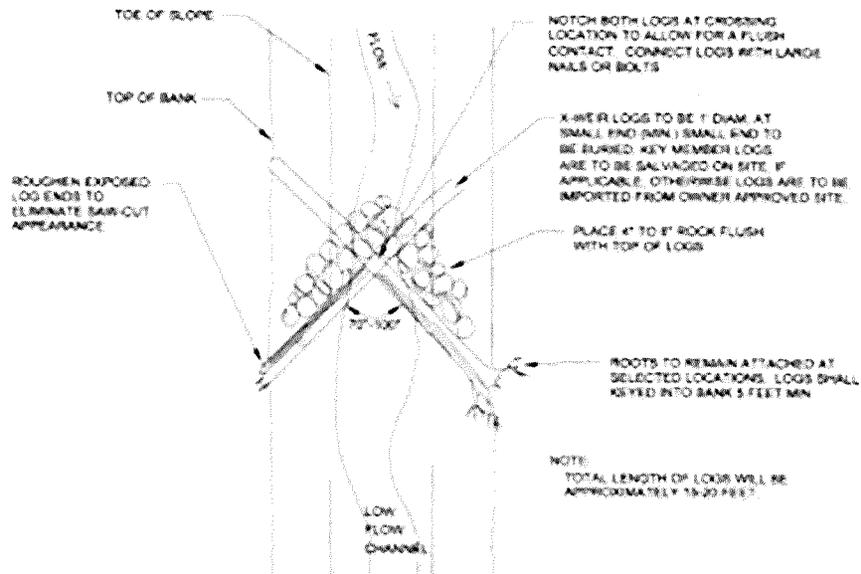
PROJECT NO: 20-061

APPROX. SCALE: 1"=50'

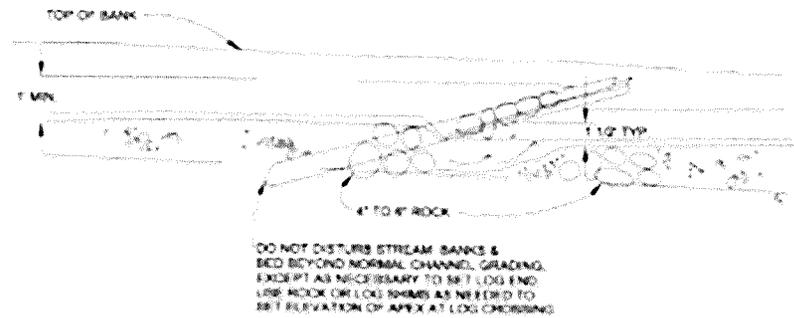
TITLE: Alternative 3 - Channel and Regrading \*DRAFT\*

DATE: 08/2020

EXHIBIT 3



PLAN VIEW



PROFILE VIEW

X-WEIR DETAIL

6/15



August 18, 2020

Wayne DeLong, AICP, CPM  
Town of Zionsville Redevelopment Commission  
1100 W. Oak St.  
Zionsville, IN 46077

Subject: **Creekside Corporate Park Lot 14 Wetland Permitting  
Professional Services Proposal**

Dear Mr. DeLong:

Christopher B. Burke Engineering, LLC (Burke) is pleased to provide this proposal for professional services for the above-mentioned project located in Boone County, Indiana. The following is our understanding of the assignment, scope of services and estimated fee in support of the project.

### UNDERSTANDING OF THE ASSIGNMENT

It is our understanding that the Town of Zionsville Redevelopment Commission (RDC) would like Burke to submit Indiana Department of Environmental Management (IDEM) and U.S. Army Corps of Engineers (USACE) permit applications to impact and mitigate the previously delineated wetland on Lot 14.

### SCOPE OF SERVICES

**Task 1 – Lot 14 Wetland Documentation:** Burke will use data collected during the March 2020 site visit as well as data prepared in support of the 2015 Jurisdictional Determination for the entire Creekside Park to prepare a memorandum summarizing the location, size and quality of the wetland located on Lot 14. An update on the wetland status is necessary because the previous Burke delineation is more than five years old.

**Task 2 – Section 401 and 404 Permit Submittal:** Burke will prepare and submit permit applications to IDEM and the USACE for impacts to the Lot 14 wetland. It is assumed that a site layout plan for the lot development will be provided by others. This is necessary to show the agencies why the wetland impacts are unavoidable. If compensatory mitigation is required, it is assumed that wetland credits will be purchased through the IN-SWMP.

### ESTIMATED FEE

We have estimated the total fee for completing our support services for this project shall not exceed **\$3,500**. We will bill you monthly, on a time and material basis, for assigned tasks in accordance with our attached standard charges for professional services.

If the value of work accomplished exceeds the totals listed above, Burke will assess the remaining work and notify you, in writing, of the revised compensation and schedule before continuing with the services. In addition, our contract will be established in accordance with the attached general terms and conditions. These general terms and conditions are expressly incorporated into and are an integral part of this contract for professional services.

If this proposal meets with your approval, please sign where indicated and return an executed original to us as our notice to proceed. The executed proposal, along with the estimated fee, and the attached standard charges for professional services and general terms and conditions constitute the whole of our agreement. Any modification to any part of this agreement without prior acknowledgement and consent by Burke will make null and void this agreement. Any time commitment made by Burke as part of the agreement does not begin until Burke has received an executed original.

We appreciate the opportunity to submit this proposal and look forward to working with you on this project. Please contact me or Sarah Wright at the number listed above if you have any questions.

Sincerely,



Jon Stolz, PE  
Managing Vice President

**THIS PROPOSAL, ESTIMATED FEE, STANDARD CHARGES FOR PROFESSIONAL SERVICES, AND GENERAL TERMS AND CONDITIONS ARE ACCEPTED ON BEHALF OF THE TOWN OF ZIONSVILLE REDEVELOPMENT COMMISSION:**

Signature: \_\_\_\_\_

Name (Printed): \_\_\_\_\_

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

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

Attachments:           Standard Charges for Professional Services  
                                  General Terms and Conditions



Standard Charges for Professional Services, January 2020

<u>Personnel</u>	<u>(\$/Hr)</u>
Engineer VI.....	216
Engineer V.....	197
Engineer IV.....	172
Engineer III.....	144
Engineer I/II.....	113
Resource Planner V.....	160
Resource Planner IV.....	150
Resource Planner III.....	130
Resource Planner I/II.....	105
Engineering Technician IV.....	155
Engineering Technician III.....	139
Engineering Technician I/II.....	105
CAD II.....	130
CAD I.....	107
GIS Specialist IV.....	155
GIS Specialist III.....	139
GIS Specialist I/II.....	100
Environmental Resource Specialist V.....	151
Environmental Resource Specialist IV.....	139
Environmental Resource Specialist III.....	125
Environmental Resource Specialist I/II.....	105
Environmental Resource Technician.....	99
Administrative.....	75
Engineering Intern.....	60
Information Technician I/II.....	75

Direct Costs  
 Outside Copies, Blueprints, Messenger, Delivery Services, Mileage ..... Cost + 12%

*\*Charges include overhead and profit*

*Christopher B. Burke Engineering, LLC reserves the right to increase these rates and costs by 5% if the contract is executed after December 31, 2020.*



1. **Relationship Between Engineer and Client:** Christopher B. Burke Engineering, LLC (Engineer) shall serve as Client's professional engineer consultant in those phases of the Project to which this Agreement applies. This relationship is that of a buyer and seller of professional services and as such the Engineer is an independent contractor in the performance of this Agreement and it is understood that the parties have not entered into any joint venture or partnership with the other. The Engineer shall not be considered to be the agent of the Client. Nothing contained in this Agreement shall create a contractual relationship with a cause of action in favor of a third party against either the Client or Engineer.

Furthermore, causes of action between the parties to this Agreement pertaining to acts or failures to act shall be deemed to have accrued and the applicable statute of limitations shall commence to run not later than the date of substantial completion.

2. **Responsibility of the Engineer:** Engineer will strive to perform services under this Agreement in accordance with generally accepted and currently recognized engineering practices and principles, and in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in Indiana under similar conditions. No other representation, express or implied, and no warranty or guarantee is included or intended in this Agreement.

Notwithstanding anything to the contrary which may be contained in this Agreement or any other material incorporated herein by reference, or in any Agreement between the Client and any other party concerning the Project, the Engineer shall not have control or be in charge of and shall not be responsible for the means, methods, techniques, sequences or procedures of construction, or the safety, safety precautions or programs of the Client, the construction contractor, other contractors or subcontractors performing any of the work or providing any of the services on the Project. Nor shall the Engineer be responsible for the acts or omissions of the Client, or for the failure of the Client, any architect, engineer, consultant, contractor or subcontractor to carry out their respective responsibilities in accordance with the Project documents, this Agreement or any other agreement concerning the Project. Any provision which purports to amend this provision shall be without effect unless it contains a reference that the content of this condition is expressly amended for the purposes described in such amendment and is signed by the Engineer.

3. **Changes:** Client reserves the right by written change order or amendment to make changes in requirements, amount of work, or engineering time schedule adjustments, and Engineer and Client shall negotiate appropriate adjustments acceptable to both parties to accommodate any changes, if commercially possible.
4. **Suspension of Services:** Client may, at any time, by written order to Engineer (Suspension of Services Order), require Engineer to stop all, or any part, of the services required by this Agreement. Upon receipt of such an order, Engineer shall immediately comply with its terms and take all reasonable steps to minimize the costs associated with the services affected by such order. Client, however, shall pay all costs incurred by the suspension, including all costs necessary to maintain continuity and for the resumption of the services upon expiration of the Suspension of Services Order. Engineer will not be obligated to provide the same personnel employed prior to suspension, when the services are resumed, in the event that the period of suspension is greater than thirty (30) days.
5. **Termination:** This Agreement may be terminated by either party upon thirty (30) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof

through no fault of the terminating party. This Agreement may be terminated by Client, under the same terms, whenever Client shall determine that termination is in its best interests. Cost of termination, including salaries, overhead and fee, incurred by Engineer before the termination date shall be reimbursed by Client.

6. **Documents Delivered to Client:** Drawings, specifications, reports, and any other Project Documents prepared by Engineer in connection with any or all of the services furnished hereunder shall be delivered to the Client for the use of the Client. Engineer shall have the right to retain originals of all Project Documents and drawings for its files. Furthermore, it is understood and agreed that the Project Documents such as, but not limited to reports, calculations, drawings, and specifications prepared for the Project, whether in hard copy or machine-readable form, are instruments of professional service intended for one-time use in the construction of this Project. These Project Documents are and shall remain the property of the Engineer. The Client may retain copies, including copies stored on magnetic tape or disk, for information and reference in connection with the occupancy and use of the Project.

When and if record drawings are to be provided by the Engineer, Client understands that information used in the preparation of record drawings is provided by others and Engineer is not responsible for accuracy, completeness, nor sufficiency of such information. Client also understands that the level of detail illustrated by record drawings will generally be the same as the level of detail illustrated by the design drawing used for project construction. If additional detail is requested by the Client to be included on the record drawings, then the Client understands and agrees that the Engineer will be due additional compensation for additional services.

It is also understood and agreed that because of the possibility that information and data delivered in machine readable form may be altered, whether inadvertently or otherwise, the Engineer reserves the right to retain the original tapes/disks and to remove from copies provided to the Client all identification reflecting the involvement of the Engineer in their preparation. The Engineer also reserves the right to retain hard copy originals of all Project Documentation delivered to the Client in machine readable form, which originals shall be referred to and shall govern in the event of any inconsistency between the two.

The Client understands that the automated conversion of information and data from the system and format used by the Engineer to an alternate system or format cannot be accomplished without the introduction of inexactitudes, anomalies, and errors. In the event Project Documentation provided to the Client in machine readable form is so converted, the Client agrees to assume all risks associated therewith and, to the fullest extent permitted by law, to hold harmless and indemnify the Engineer from and against all claims, liabilities, losses, damages, and costs, including but not limited to attorney's fees, arising therefrom or in connection therewith.

The Client recognizes that changes or modifications to the Engineer's instruments of professional service introduced by anyone other than the Engineer may result in adverse consequences which the Engineer can neither predict nor control. Therefore, and in consideration of the Engineer's agreement to deliver its instruments of professional service in machine readable form, the Client agrees, to the fullest extent permitted by law, to hold harmless and indemnify the Engineer from and against all claims, liabilities, losses, damages, and costs, including but not limited to attorney's fees, arising out of or in any way connected with the modification, misinterpretation, misuse, or reuse by others of the machine readable information and data provided by the Engineer under this Agreement. The foregoing indemnification applies, without limitation, to any use of the Project Documentation on other projects, for additions to this Project, or for completion of this Project by others, excepting only such use as may be authorized, in writing, by the Engineer.

7. **Reuse of Documents:** All Project Documents including but not limited to reports, opinions of probable costs, drawings and specifications furnished by Engineer pursuant to this Agreement are intended for use on the Project only. They cannot be used by Client or others on extensions of the Project or any other project. Any reuse, without specific written verification or adaptation by Engineer, shall be at Client's sole risk, and Client shall indemnify and hold harmless Engineer from all claims, damages, losses, and expenses including attorney's fees arising out of or resulting therefrom.

The Engineer shall have the right to include representations of the design of the Project, including photographs of the exterior and interior, among the Engineer's promotional and professional materials. The Engineer's materials shall not include the Client's confidential and proprietary information if the Client has previously advised the Engineer in writing of the specific information considered by the Client to be confidential and proprietary.

8. **Standard of Practice:** The Engineer will strive to conduct services under this agreement in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions as of the date of this Agreement.
9. **Compliance with Laws:** The Engineer will strive to exercise usual and customary professional care in his/her efforts to comply with those laws, codes, ordinance and regulations which are in effect as of the date of this Agreement.

With specific respect to prescribed requirements of the Americans with Disabilities Act of 1990 or certified state or local accessibility regulations (ADA), Client understands ADA is a civil rights legislation and that interpretation of ADA is a legal issue and not a design issue and, accordingly, retention of legal counsel (by Client) for purposes of interpretation is advisable. As such and with respect to ADA, Client agrees to waive any action against Engineer, and to indemnify and defend Engineer against any claim arising from Engineer's alleged failure to meet ADA requirements prescribed.

Further to the law and code compliance, the Client understands that the Engineer will strive to provide designs in accordance with the prevailing Standards of Practice as previously set forth, but that the Engineer does not warrant that any reviewing agency having jurisdiction will not for its own purposes comment, request changes and/or additions to such designs. In the event such design requests are made by a reviewing agency, but which do not exist in the form of a written regulation, ordinance or other similar document as published by the reviewing agency, then such design changes (at substantial variance from the intended design developed by the Engineer), if effected and incorporated into the project documents by the Engineer, shall be considered as Supplementary Task(s) to the Engineer's Scope of Service and compensated for accordingly.

10. **Indemnification:** Engineer shall indemnify and hold harmless Client up to the amount of this contract fee (for services) from loss or expense, including reasonable attorney's fees for claims for personal injury (including death) or property damage to the extent caused by the sole negligent act, error or omission of Engineer.

Client shall indemnify and hold harmless Engineer under this Agreement, from loss or expense, including reasonable attorney's fees, for claims for personal injuries (including death) or property damage arising out of the sole negligent act, error or omission of Client.

In the event of joint or concurrent negligence of Engineer and Client, each shall bear that portion of the loss or expense that its share of the joint or concurrent negligence bears to the total negligence (including that of third parties), which caused the personal injury or property damage.

Engineer shall not be liable for special, incidental or consequential damages, including, but not limited to loss of profits, revenue, use of capital, claims of customers, cost of purchased or replacement power, or for any other loss of any nature, whether based on contract, tort, negligence, strict liability or otherwise, by reasons of the services rendered under this Agreement.

11. **Opinions of Probable Cost:** Since Engineer has no control over the cost of labor, materials or equipment, or over the Contractor(s) method of determining process, or over competitive bidding or market conditions, his/her opinions of probable Project Construction Cost provided for herein are to be made on the basis of his/her experience and qualifications and represent his/her judgment as a design professional familiar with the construction industry, but Engineer cannot and does not guarantee that proposal, bids or the Construction Cost will not vary from opinions of probable construction cost prepared by him/her. If prior to the Bidding or Negotiating Phase, Client wishes greater accuracy as to the Construction Cost, the Client shall employ an independent cost estimator Consultant for the purpose of obtaining a second construction cost opinion independent from Engineer.

12. **Governing Law and Dispute Resolutions:** This Agreement shall be governed by and construed in accordance with Articles previously set forth by (Item 9 of) this Agreement, together with the laws of the State of Indiana.

Any claim, dispute or other matter in question arising out of or related to this Agreement, which cannot be mutually resolved by the parties of this Agreement, shall be subject to mediation as a condition precedent to the institution of legal or equitable proceedings by either party. If such matter relates to or is the subject of a lien arising out of the Engineer's services, the Engineer may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation.

The Client and Engineer shall endeavor to resolve claims, disputes and other matters in question between them by mediation which, unless the parties mutually agree otherwise, shall be in accordance with the Construction Industry Mediation Rules of the American Arbitration Association currently in effect. Requests for mediation shall be filed in writing with the other party to this Agreement and with the American Arbitration Association. Mediation shall proceed in advance of legal or equitable proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order.

The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

13. **Successors and Assigns:** The terms of this Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns, provided, however, that neither party shall assign this Agreement in whole or in part without the prior written approval of the other.

14. **Waiver of Contract Breach:** The waiver of one party of any breach of this Agreement or the failure of one party to enforce at any time, or for any period of time, any of the provisions hereof, shall be limited to the particular instance, shall not operate or be deemed to waive any future breaches of this Agreement and shall not be construed to be a waiver of any provision, except for the particular instance.

15. **Entire Understanding of Agreement:** This Agreement represents and incorporates the entire understanding of the parties hereto, and each party acknowledges that there are no warranties,

representations, covenants or understandings of any kind, matter or description whatsoever, made by either party to the other except as expressly set forth herein. Client and the Engineer hereby agree that any purchase orders, invoices, confirmations, acknowledgments or other similar documents executed or delivered with respect to the subject matter hereof that conflict with the terms of the Agreement shall be null, void and without effect to the extent they conflict with the terms of this Agreement.

16. **Amendment:** This Agreement shall not be subject to amendment unless another instrument is duly executed by duly authorized representatives of each of the parties and entitled "Amendment of Agreement."
17. **Severability of Invalid Provisions:** If any provision of the Agreement shall be held to contravene or to be invalid under the laws of any particular state, county or jurisdiction where used, such contravention shall not invalidate the entire Agreement, but it shall be construed as if not containing the particular provisions held to be invalid in the particular state, country or jurisdiction and the rights or obligations of the parties hereto shall be construed and enforced accordingly.
18. **Force Majeure:** Neither Client nor Engineer shall be liable for any fault or delay caused by any contingency beyond their control including but not limited to acts of God, wars, strikes, walkouts, fires, natural calamities, or demands or requirements of governmental agencies.
19. **Subcontracts:** Engineer may subcontract portions of the work, but each subcontractor must be approved by Client in writing.
20. **Access and Permits:** Client shall arrange for Engineer to enter upon public and private property and obtain all necessary approvals and permits required from all governmental authorities having jurisdiction over the Project. Client shall pay costs (including Engineer's employee salaries, overhead and fee) incident to any effort by Engineer toward assisting Client in such access, permits or approvals, if Engineer performs such services.
21. **Designation of Authorized Representative:** Each party (to this Agreement) shall designate one or more persons to act with authority in its behalf in respect to appropriate aspects of the Project. The persons designated shall review and respond promptly to all communications received from the other party.
22. **Notices:** Any notice or designation required to be given to either party hereto shall be in writing, and unless receipt of such notice is expressly required by the terms hereof shall be deemed to be effectively served when deposited in the mail with sufficient first class postage affixed, and addressed to the party to whom such notice is directed at such party's place of business or such other address as either party shall hereafter furnish to the other party by written notice as herein provided.
23. **Limit of Liability:** The Client and the Engineer have discussed the risks, rewards, and benefits of the project and the Engineer's total fee for services. In recognition of the relative risks and benefits of the Project to both the Client and the Engineer, the risks have been allocated such that the Client agrees that to the fullest extent permitted by law, the Engineer's total aggregate liability to the Client for any and all injuries, claims, costs, losses, expenses, damages of any nature whatsoever or claim expenses arising out of this Agreement from any cause or causes, including attorney's fees and costs, and expert witness fees and costs, shall not exceed the total Engineer's fee for professional engineering services rendered on this project as made part of this Agreement. Such causes included but are not limited to the Engineer's negligence, errors, omissions, strict liability or breach of contract. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.

24. **Client's Responsibilities:** The Client agrees to provide full information regarding requirements for and about the Project, including a program which shall set forth the Client's objectives, schedule, constraints, criteria, special equipment, systems and site requirements.

The Client agrees to furnish and pay for all legal, accounting and insurance counseling services as may be necessary at any time for the Project, including auditing services which the Client may require to verify the Contractor's Application for Payment or to ascertain how or for what purpose the Contractor has used the money paid by or on behalf of the Client.

The Client agrees to require the Contractor, to the fullest extent permitted by law, to indemnify, hold harmless, and defend the Engineer, its consultants, and the employees and agents of any of them from and against any and all claims, suits, demands, liabilities, losses, damages, and costs ("Losses"), including but not limited to costs of defense, arising in whole or in part out of the negligence of the Contractor, its subcontractors, the officers, employees, agents, and subcontractors of any of them, or anyone for whose acts any of them may be liable, regardless of whether or not such Losses are caused in part by a party indemnified hereunder. Specifically excluded from the foregoing are Losses arising out of the preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs, or specifications, and the giving of or failure to give directions by the Engineer, its consultants, and the agents and employees of any of them, provided such giving or failure to give is the primary cause of Loss. The Client also agrees to require the Contractor to provide to the Engineer the required certificate of insurance.

The Client further agrees to require the Contractor to name the Engineer, its agents and consultants as additional insureds on the Contractor's policy or policies of comprehensive or commercial general liability insurance. Such insurance shall include products and completed operations and contractual liability coverages, shall be primary and noncontributing with any insurance maintained by the Engineer or its agents and consultants, and shall provide that the Engineer be given thirty days, unqualified written notice prior to any cancellation thereof.

In the event the foregoing requirements, or any of them, are not established by the Client and met by the Contractor, the Client agrees to indemnify and hold harmless the Engineer, its employees, agents, and consultants from and against any and all Losses which would have been indemnified and insured against by the Contractor but were not.

When Contract Documents prepared under the Scope of Services of this contract require insurance(s) to be provided, obtained and/or otherwise maintained by the Contractor, the Client agrees to be wholly responsible for setting forth any and all such insurance requirements. Furthermore, any document provided for Client review by the Engineer under this Contract related to such insurance(s) shall be considered as sample insurance requirements and not the recommendation of the Engineer. Client agrees to have their own risk management department review any and all insurance requirements for adequacy and to determine specific types of insurance(s) required for the project. Client further agrees that decisions concerning types and amounts of insurance are specific to the project and shall be the product of the Client. As such, any and all insurance requirements made part of Contract Documents prepared by the Engineer are not to be considered the Engineer's recommendation, and the Client shall make the final decision regarding insurance requirements.

25. **Information Provided by Others:** The Engineer shall indicate to the Client the information needed for rendering of the services of this Agreement. The Client shall provide to the Engineer such information as is available to the Client and the Client's consultants and contractors, and the Engineer shall be entitled to rely upon the accuracy and completeness thereof. The Client recognizes that it is impossible for the Engineer to assure the accuracy, completeness and sufficiency of such information, either because it is impossible to verify, or because of errors or omissions which may have occurred in

assembling the information the Client is providing. Accordingly, the Client agrees, to the fullest extent permitted by law, to indemnify and hold the Engineer and the Engineer's subconsultants harmless from any claim, liability or cost (including reasonable attorneys' fees and cost of defense) for injury or loss arising or allegedly arising from errors, omissions or inaccuracies in documents or other information provided by the Client to the Engineer.

26. **Payment:** Client shall be invoiced once each month for work performed during the preceding period. Client agrees to pay each invoice within thirty (30) days of its receipt, so long as it is received by the 30<sup>th</sup> day of the prior month. The Client further agrees to pay interest on all amounts invoiced and not paid or objected to for valid cause within said thirty (30) day period at the rate of ten (10) percent per annum until paid. Client further agrees to pay Engineer's cost of collection of all amounts due and unpaid after sixty (60) days, including court costs and reasonable attorney's fees, as well as costs attributed to suspension of services accordingly and as follows:

**Collection Costs.** In the event legal action is necessary to enforce the payment provisions of this Agreement, the Engineer shall be entitled to collect from the Client any judgment or settlement sums due, reasonable attorneys' fees, court costs and expenses incurred by the Engineer in connection therewith and, in addition, the reasonable value of the Engineer's time and expenses spent in connection with such collection action, computed at the Engineer's prevailing fee schedule and expense policies.

**Suspension of Services.** If the Client fails to make payments when due or otherwise is in breach of this Agreement, the Engineer may suspend performance of services upon five (5) calendar days' notice to the Client. The Engineer shall have no liability whatsoever to the Client for any costs or damages as a result of such suspension caused by any breach of this Agreement by the Client. Client will reimburse Engineer for all associated costs as previously set forth in (Item 4 of) this Agreement.

27. **Indemnity Clause:** When construction observation tasks are part of the service to be performed by the Engineer under this Agreement, the Client will include the following clause in the construction contract documents and the Client agrees not to modify or delete it:

Contractor (and any subcontractor into whose subcontract this clause is incorporated) agrees and acknowledges that Engineer shall be considered a third party beneficiary of those contracts into which this clause has been incorporated; and agrees to assume the entire liability for all personal injury claims suffered by its employees, including without limitation, claims asserted by persons allegedly injured on the Project; waives any limitation of liability defense based on the Workers' Compensation Act, court interpretations of said Act or otherwise; and to the fullest extent permitted by law, agrees to indemnify and hold harmless and defend Owner and Engineer and their agents, employees, and consultants (the "Indemnitees") from and against any such loss, expense, damage or injury, including attorneys' fees and costs that the Indemnitees may sustain as a result of such claims.

28. **Job Site Safety/Supervision and Construction Observation:** The Engineer shall neither have control over or charge of, nor be responsible for, the construction means, methods, techniques, sequences of procedures, or for safety precautions and programs in connection with the Work since they are solely the Contractor's rights and responsibilities. The Client agrees that the Contractor shall supervise and direct the work efficiently with his/her best skill and attention; and that the Contractor shall be solely responsible for the means, methods, techniques, sequences and procedures of construction and safety at the job site. The Client agrees and warrants that this intent shall be carried out in the Client's contract with the Contractor. The Client further agrees that the Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in

connection with the work; and that the Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to all employees on the subject site and all other persons who may be affected thereby. The Engineer shall have no authority to stop the work of the Contractor or the work of any subcontractor on the project.

When construction observation services are included in the Scope of Services, the Engineer shall visit the site at intervals appropriate to the stage of the Contractor's operation, or as otherwise agreed to by the Client and the Engineer to: 1) become generally familiar with and to keep the Client informed about the progress and quality of the Work; 2) to strive to bring to the Client's attention defects and deficiencies in the Work and; 3) to determine in general if the Work is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Engineer shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. If the Client desires more extensive project observation, the Client shall request that such services be provided by the Engineer as Additional and Supplemental Construction Observation Services in accordance with the terms of this Agreement.

The Engineer shall not be responsible for any acts or omissions of the Contractor, subcontractor, any entity performing any portions of the Work, or any agents or employees of any of them. The Engineer does not guarantee the performance of the Contractor and shall not be responsible for the Contractor's failure to perform its Work in accordance with the Contract Documents or any applicable laws, codes, rules or regulations.

When municipal review services are included in the Scope of Services, the Engineer (acting on behalf of the municipality), when acting in good faith in the discharge of its duties, shall not thereby render itself liable personally and is, to the maximum extent permitted by law, relieved from all liability for any damage that may accrue to persons or property by reason of any act or omission in the discharge of its duties. Any suit brought against the Engineer which involves the acts or omissions performed by it in the enforcement of any provisions of the Client's rules, regulation and/or ordinance shall be defended by the Client until final termination of the proceedings.

29. **Insurance and Indemnification:** The Engineer and the Client understand and agree that the Client will contractually require the Contractor to defend and indemnify the Engineer and/or any subconsultants from any claims arising from the Work. The Engineer and the Client further understand and agree that the Client will contractually require the Contractor to procure commercial general liability insurance naming the Engineer as an additional named insured with respect to the work. The Contractor shall provide to the Client certificates of insurance evidencing that the contractually required insurance coverage has been procured. However, the Contractor's failure to provide the Client with the requisite certificates of insurance shall not constitute a waiver of this provision by the Engineer.

The Client and Engineer waive all rights against each other and against the Contractor and consultants, agents and employees of each of them for damages to the extent covered by property insurance during construction. The Client and Engineer each shall require similar waivers from the Contractor, consultants, agents and persons or entities awarded separate contracts administered under the Client's own forces.

30. **Hazardous Materials/Pollutants:** Unless otherwise provided by this Agreement, the Engineer and Engineer's consultants shall have no responsibility for the discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials/pollutants in any form at the Project site, including but not limited to mold/mildew, asbestos, asbestos products, polychlorinated biphenyl (PCB) or other toxic/hazardous/pollutant type substances.

Furthermore, Client understands that the presence of mold/mildew and the like are results of prolonged or repeated exposure to moisture and the lack of corrective action. Client also understands that corrective action is an operation, maintenance and repair activity for which the Engineer is not responsible.

February 23, 2010-INDIANA  
*Modified for Town of Zionsville 07/2014*