REGULAR MEETING NOTICE AND AGENDA
ZIONSVILLE REDEVELOPMENT COMMISSION ("ZRDC")

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

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

AGENDA

1. Call To Order
2. Consent Agenda Items

A. Monthly Report

Documents:

RDC MONTHLY REPORT_2025.02.25.PDF

B. TIF Area Report

Documents:

2025.02.25 RDC TIF MEMORANDUM.PDF

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

Documents:

2025.01.28 RDC MEMORANDA - STAFF DRAFT.PDF

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

Documents:

2025.01.28 ZRDC MEMORANDUM OF EXECUTIVE SESSION.PDF

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

Documents:

2025.02.18 RDC MEMORANDA - STAFF DRAFT.PDF

F. Claims For Approval

Documents:

FEB RDC CLAIMS REGISTER.PDF

3. Director's Report
    A. Creekside Corporate Park Update
    B. READI Grant
4. Old Business
5. New Business
    A. Creekside Lot 9 – Intelligent Living Solutions – Letter Of Interest
    B. Holliday Farms, Senior Living – Written TIF Request

Documents:

HOLLIDAY FARMS SENIOR LIVING_TIF WRITTEN REQUEST FOR FUNDING_FEBRUARY 2025.PDF

    C. Wild Air, Phase 1 – Written TIF Request

Documents:

WILD AIR MULTIFAMILY LLC - FIRST INTERNET BANK.PDF
ZRC EXHIBIT C - DRAW REQUEST 1 SIGNED.PDF

6. Other Business
    A. Finance Committee
    B. Governance Committee
    C. Zionsville CDC
7. Adjourn

NEXT REGULAR MEETING: **Tuesday, March 25, 2025** at 9:00 AM

ADDITIONAL INSTRUCTIONS

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

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

Please click the following link to join the Zoom webinar:

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

Webinar ID: 821 4859 2260

Passcode: 819175

Or by Telephone at the following numbers: +1 646 558 8656, +1 646 931 3860, +1 301 715 8592,
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+1 507 473 4847, +1 564 217 2000, +1 669 444 9171,
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+1 253 205 0468, or +1 253 215 8782

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

RDC Monthly Report

Zionsville Redevelopment Commission

February 2025

Prepared by: Justin Hage, Deputy Mayor

Zach Lutz

Prepared for: Zionsville Redevelopment Commission

Zionsville Town Council

RDC

ZIONSVILLE

Budget

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

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

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

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

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

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

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

FUND	2025 ANNUAL BUDGET	FEBRUARY (ACTUAL)	YEAR-TO-DATE (ACTUAL)
MetroNet EDA			
REVENUE	$ 45,870.00		
BALANCE CARRY-OVER			
EXPENSE	$ (45,870.00)		
NET METRONET EDA BALANCE	***$ -***		

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

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

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

FUND	2025 ANNUAL BUDGET	FEBRUARY (ACTUAL)	YEAR-TO-DATE (ACTUAL)
Wild Air EDA			
REVENUE			
BALANCE CARRY-OVER			
EXPENSE			
NET WILD AIR EDA BALANCE			

Project Updates

South Village

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

RDC Recent Actions

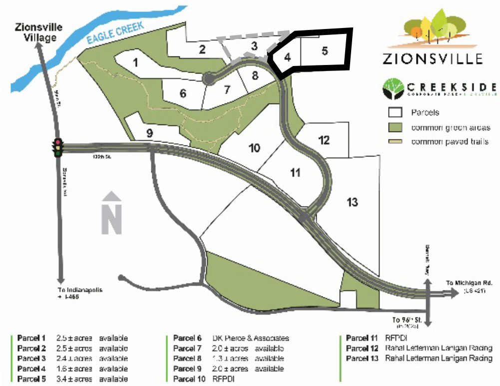
Next Steps

POTENTIAL P3 DEVELOPMENT PROJECTS	**STATUS**
Brick Street Inn, expanded hotel & parking garage	BZA approved variances for expansion on/near current location. Developer is leading entitlement process. Developer has drafted a Development Agreement which is under review of legal counsel.
SW Main Street/Sycamore	Developer is leading entitlement process
SE Main Street/Sycamore	Developer is leading entitlement process
Former DOW property, zoned DOW PUD	n/a
NE 106th/Zionsville Road	n/a
The Cove	Developer is leading entitlement process

POTENTIAL PUBLIC INFRASTRUCTURE PROJECTS *(led by or in partnership with DPW and Parks)*	**STATUS**
Intersection improvement at 1st/Main/Sycamore	DPW holds contract for engineering/design of right-of-way improvements. READI grant.
Trail Connections to Lions Park	DPW holds contract for engineering/design of right-of-way improvements. READI grant.
Trail along Eagle Creek	DPW holds contract for engineering/design of improvements along the north side of the creek. READI grant
Lincoln Park brick walk improvements	n/a
Public Plaza	Town holds contract for design of a public plaza in the town parking lot north of Sycamore Street.

Creekside Lots 4 & 5 – Frooz Vision

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



Actions

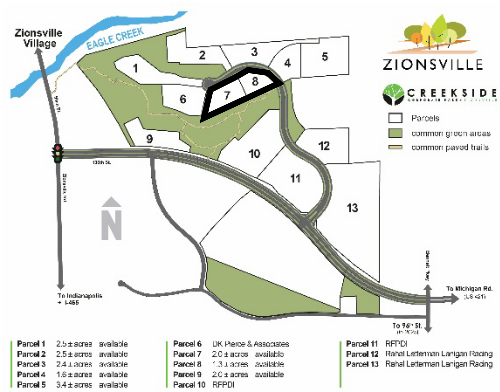
- 2023.10.23 – Approved Letter of Interest
- 2024.05.20 – Approved Development Agreement sale price of $359,060.40 for 1.63 acres.
- 2024.10.26 – Approved Due Diligence Extension and modified closing deliverables
- 2024.12.16 – Developer received Planning approvals.
- 2025/01/21 – Closed on property.

Next Steps

- Apply for Grading and Building Permits

Creekside Lots 7 & 8 – Exclusive Land, LLC

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



Actions

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

Next Steps

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

Creekside Lot 9 – Intelligent Living

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

Actions

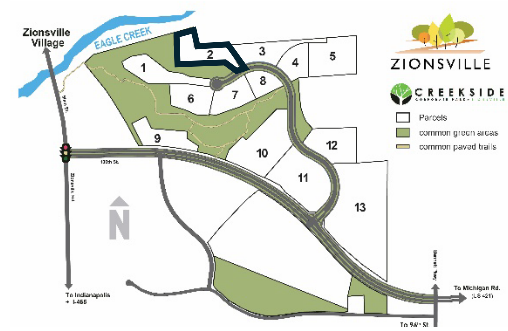
- 2025.02.25 – Approved Letter of Interest, purchase price of $140,000

Next Steps

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

Creekside Lot 2 – Crider & Crider Inc.

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



Actions

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

Next Steps

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

Zionsville Government Center "Lot 2"

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

Actions

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

Next Steps

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

The Farm – Phase 1 and 2

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

Actions

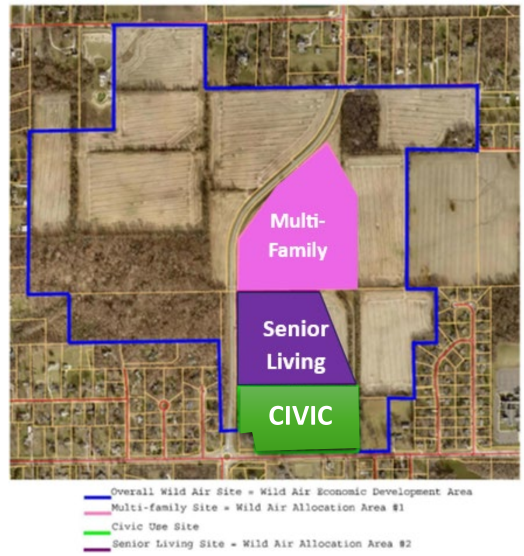
- 2023 Phase 1 Bond approvals sought, and bond draws requested.
- 2024 TBD, Phase 2 will be seeking up to 50% TIF funding for infrastructure projects associated with the upcoming project improvements. The 50% maximum request was established during the Phase 1 TIF request process.
- **2024.12 – Developer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

Next Steps

- Developer to close on TIF Bond future phasing.

Wild Air

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



Located on Oak Street and Marysville Road

DEVELOPMENT AGREEMENT TERMS

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

PROPERTY TAX INCREMENT BREAKDOWN
100% to the Developer over 25 years

DEVELOPMENT ECONOMIC IMPACT

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

Net Assessed Value (NAV):	±$78	MM
Gross Assessed Value:	±$1.8	MM

Actions

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

Next Steps

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

Sentry Development

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

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

PROPERTY TAX INCREMENT BREAKDOWN
90% to the Developer over 25 years

DEVELOPMENT ECONOMIC IMPACT

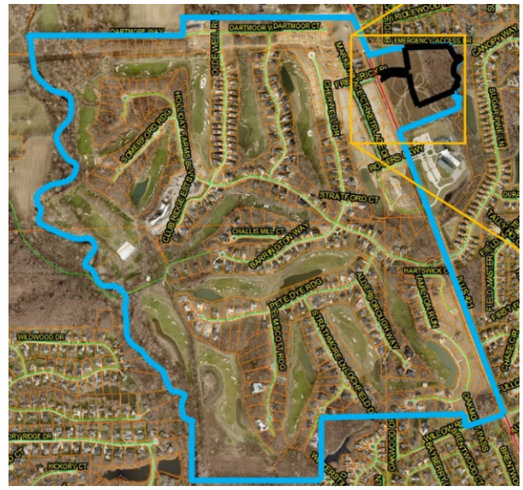
Jobs:	±65
Payroll:	$3.5MM+ annual
Assessed Value (AV):	±$25MM

Actions

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

Next Steps

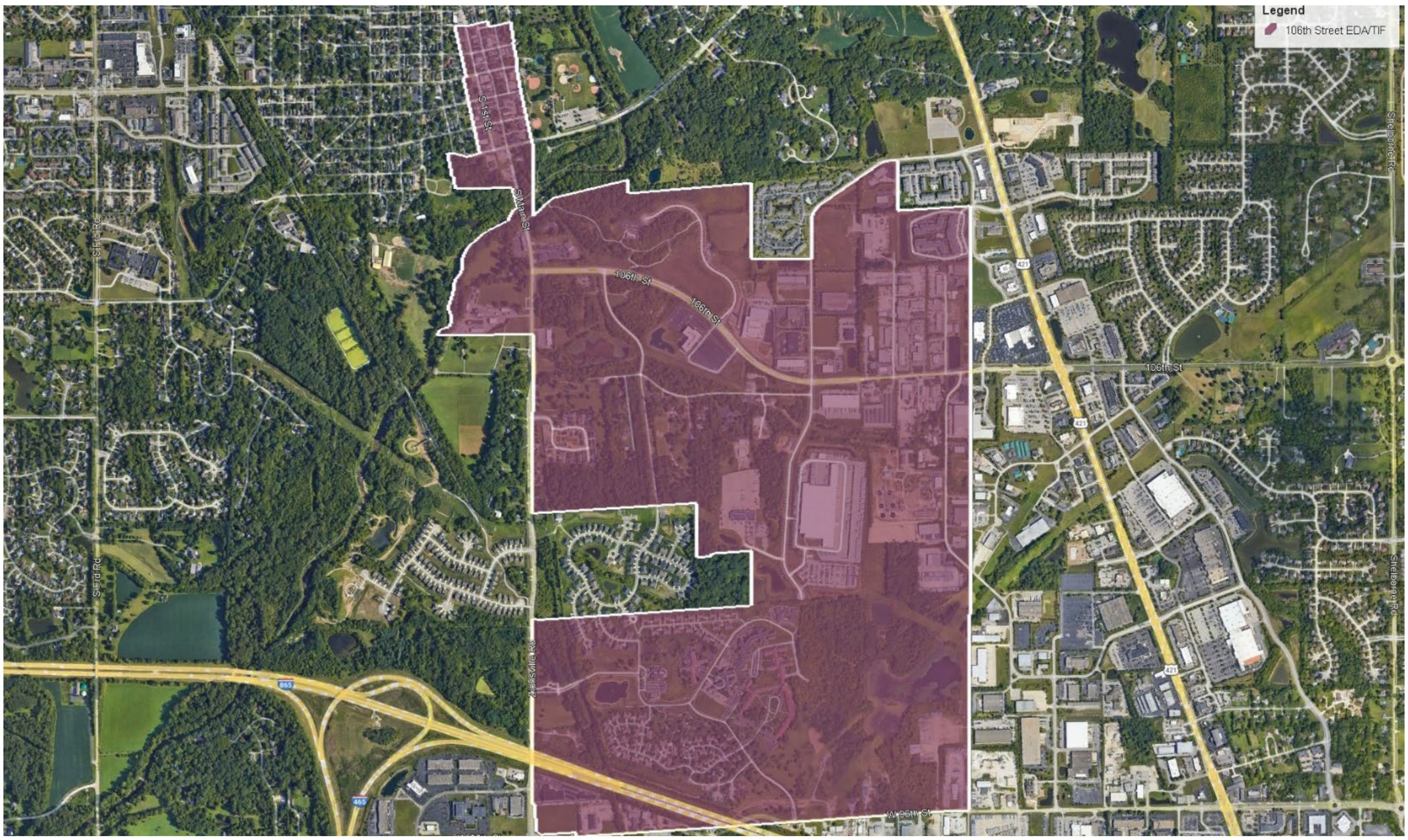
- Developer will request bond draws from the RDC and bond holder for approved TIF-funded expense reimbursements.
- Developer works with DPW to acquire necessary land, seek easements, and build multi-use path along Mich. Rd.



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

TIF MEMORANDUM

TO: **Zionsville Redevelopment Commission (RDC)**
FROM: **Zach Lutz, Economic Development**
RE: **February 25, 2025 RDC Regular Meeting**



Zionsville / 106th Street EDA/TIF

1. **Jake Watson;** 10806 Deandra Drive
    a. Commercial Remodel (2022-679, Finish 2024-923) Permit Issued 10/02/2024.
2. **Halcyon Futures Group LLC**, 40 South Main Street
    a. Commercial Remodel (2023-1048, Finish 2025-127) Issued 02/21/2025.
3. **AES Restaurant Group**, 7031 South Mayflower Park Drive
    a. Commercial Remodel (2023-1095) Issued 12/13/2023. Temporary Certificate of Occupancy Issued, Expires on 02/01/2025.
    b. Commercial Addition (2024-468) Issued 06/05/2024. Last inspection – Rough 01/16/2025, Failed.
4. **Hoosier Village**, 9733 Hoosier Village Drive
    a. Commercial New (2024-501) Issued 06/14/2024. Last Inspection – Rough 09/06/2024, Passed.

CC: John Stehr, Mayor
Justin Hage, Deputy Mayor

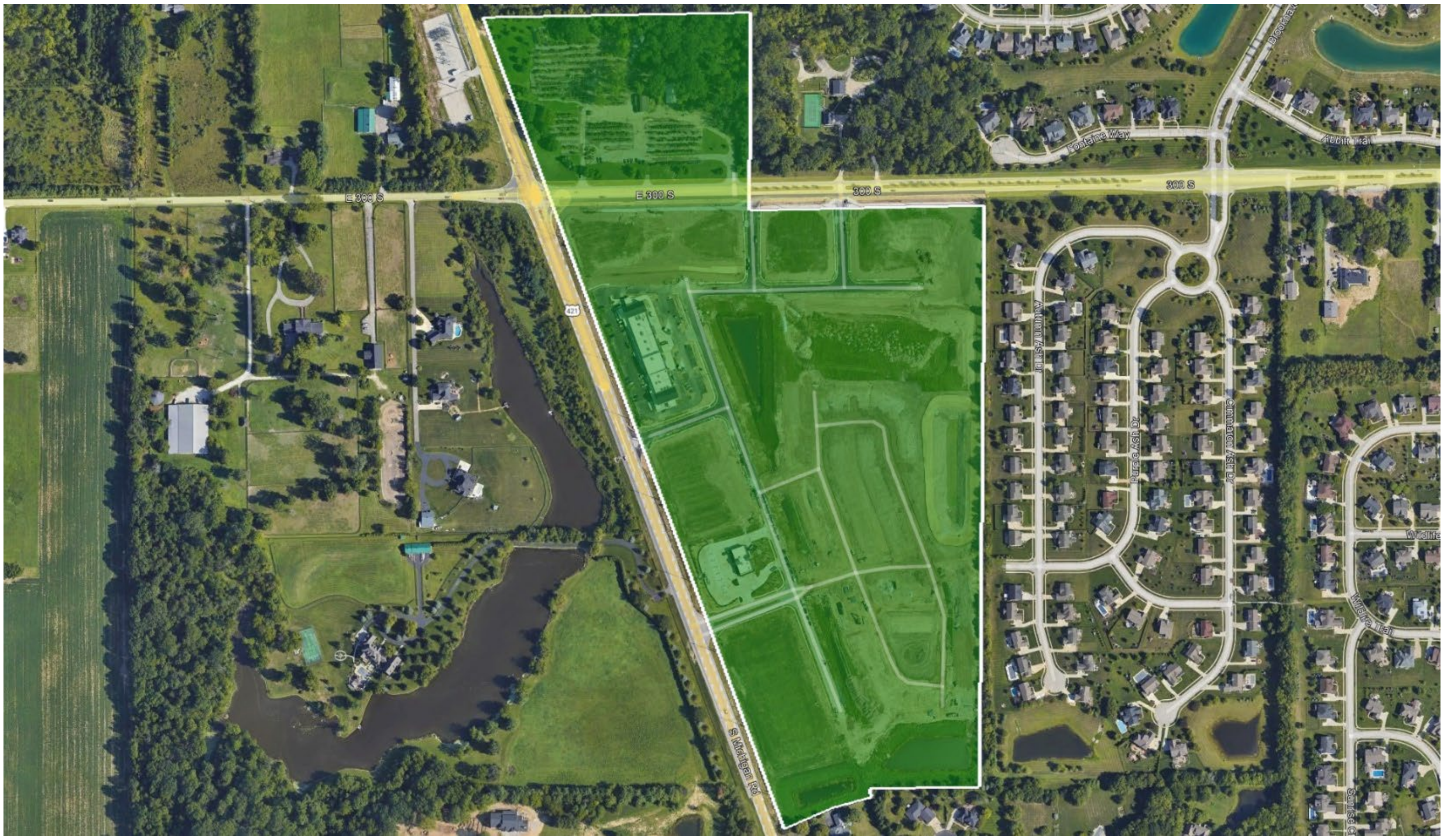
   b. Commercial New (2024-505) Issued 06/14/2024. Last inspection – Rough 10/30/2024, Passed.
   c. Commercial New (2024-510) Issued 06/14/2024. Last Inspection – Rough 10/04/2024, Passed.
   d. Commercial New (2024-520) Issued 06/14/2024. Last Inspection – Rough 09/26/2024, Passed.
5. **MMACK LLC**, 91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

CC: John Stehr, Mayor
Justin Hage, Deputy Mayor

Creekside Corporate Park TIF

1. **RFPDI, LLC – Creekside Corporate Park**
    a. Commercial Remodel (2025-025) Bowdies Chop House, Issued 01/13/2025. Last Inspection – Rough 02/21/2025, Passed.
2. Frooz Vision, 10859 & 10869 Creek Way
    a. Development Plan for a Medical Office Building (2024-80-DP) Plan Commission Petition. Conditional Approval on 12/16/2024.

CC: John Stehr, Mayor
Justin Hage, Deputy Mayor



CR 300 S & US 421 TIF (Appaloosa Crossing)

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

CC: John Stehr, Mayor
Justin Hage, Deputy Mayor

CR 700 TIF

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

CC: John Stehr, Mayor
Justin Hage, Deputy Mayor

Holliday Farms TIF

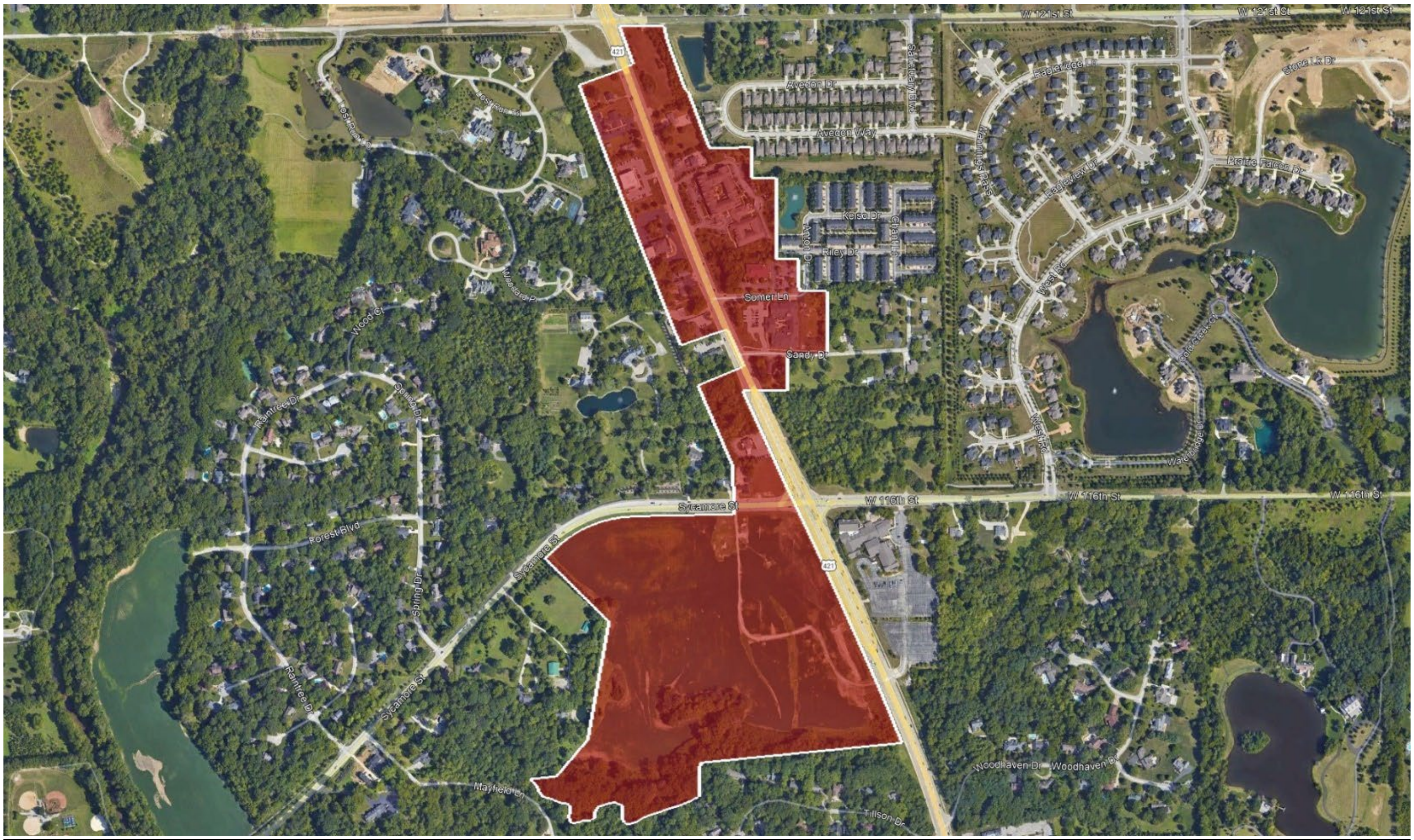
1. **Holliday Farms Clubhouse**
   a. Commercial New (2021-155, Finish 2022-800, Finish 2024-181) Permit Issued 10/05/2022; Last Inspection – Meterbase Reinspection 06/05/2024, Failed.
   b. Commercial New (2021-154, Finish 2022-801) Permit Issued 10/05/2022; North Restroom; Assigned Temporary Certificate of Occupancy expiring 08/24/2022.
   c. Commercial New (2022-708, Finish 2024-288) Permit Issued 04/11/2024; Kiddie Pool. Temporary Certificate of Occupancy Issued and Expires 08/02/2024.
   d. Commercial Addition (2022-711, Finish 2024-286) Permit Issued 04/11/2024; Active Pool. Temporary Certificate of Occupancy Issued and Expires 08/02/2024.
   e. Commercial New (2022-712, Finish 2024-287) Permit Issued 04/11/2024; Social Pool. Temporary Certificate of Occupancy Issued and Expires 08/02/2024.
2. **The Shops at Holliday Farms,** 3546 & 3650 South U.S. Highway 421
   a. Commercial New (2023-1047) Permit Issued 11/21/2023.
3. **The Club at Holliday Farms,** 3675 Marketplace Drive
   a. Commercial New, Starbucks (2024-395) Issued 05/14/2024. Last Inspection – Rough 11/07/2024, Passed.
4. **Holliday Farms SL Real Estate (Sentry), LLC**, 11143 Ambrose Lane
   a. Commercial New, Senior Living (2024-765) Issued 8/22/2024. Last Inspection – Footer 02/06/2025, Passed.
   b. Commercial Addition, Pool & Patio (2024-1110) Issued 12/05/2024. Last Inspection – Underslab 12/23/2024.

CC: John Stehr, Mayor
Justin Hage, Deputy Mayor

Oak Street TIF

1. **Zionsville Town Hall,** 1100 W Oak Street
   a. Commercial Other (2024-460) Permit Issued 06/04/2024. Rail Trail Bridge.
2. **Rail Apartments**, 1380 Saylor Drive
   a. Commercial Addition (2024-795) Clubhouse Renovation and Addition, Issued 08/29/2024. Last Inspection – Rough, 02/13/2025, Passed.

CC: John Stehr, Mayor
Justin Hage, Deputy Mayor



Michigan Road EDA & TIF

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

CC: John Stehr, Mayor
Justin Hage, Deputy Mayor

Wild Air EDA & TIF

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

CC: John Stehr, Mayor
Justin Hage, Deputy Mayor

ZIONSVILLE

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

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

Members Present:

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

Also Present:

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

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

2. Oath of Office (YouTube 00:05:00)

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

3. Election of Officers

   A. (YouTube 00:06:15) President

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

   5:0 Unanimously Approved.

   B. (YouTube 00:06:50) Vice President

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

   5:0 Unanimously Approved.

C. (YouTube 00:07:10) Secretary

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

5:0 Unanimously Approved.

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

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

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

5:0 Unanimously Approved

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

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

6. Old Business

7. New Business

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

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

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

5:0 Unanimously Approved.

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

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

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

5:0 Unanimously Approved.

8. Other Matters

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

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

5:0 Unanimously Approved.

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

5:0 Unanimously Approved.

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

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

5:0 Unanimously Approved.

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

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

D. (YouTube 00:21:00) Finance Committee Update

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

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

5:0 Unanimously Approved.

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

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

F. ZCDC Update

None

9. (YouTube 00:23:40) Adjourn

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

5:0 Unanimously Approved.

Meeting Adjourned at 9:28 AM.

The next meeting of the Redevelopment Commission is scheduled for:

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

MEMORANDA OF EXECUTIVE SESSION
ZIONSVILLE REDEVELOPMENT COMMISSION

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

The matters discussed were as contemplated by:

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

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

____
David Rosenberg, Secretary

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

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

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

Members Present:

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

Also Present:

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

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

   A. (YouTube 00:00:50) Purchase Authorization

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

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

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

   3:0 Unanimously Approved.

6. Other Matters

7. (YouTube 00:07:15) Adjourn

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

3:0 Unanimously Approved.

Meeting Adjourned at 9:19 AM.

The next meeting of the Redevelopment Commission is scheduled for:

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

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

February 25, 2025

____
Fiscal Officer

ALLOWANCE OF ACCOUNTS PAYABLE VOUCHERS

Town of Zionsville

February 2025 RDC Claims

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

Dated this 25th day of February 2025.

Kent Esra	Deron Kintner	Evan Norris
David Rosenberg	Ryan Vaughn	

Signatures of Governing Board

Installed by the Town of Zionsville-2023

Accounts Payable Register

Date: 02/21/2025 01:42:53 PM
APVREGISTER.FRX

APV Register Batch - February 2025 RDC Claims
All History
Grouped By Fund Number, Department
Ordered By Appropriation

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

Request #4
February 2025

Written Request

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

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

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

(a) This Written Request is requisition number **Four (4)**;

(b) The aggregate amount of costs to be paid or reimbursed is **$107,076.70**;

(c) The costs referred to in paragraph (b) above have been paid or incurred and were necessary for the construction or equipping of the Project and were made or incurred in accordance with the construction contracts, plans and specifications, or purchase contracts therefor now in effect;

(d) The costs referred to in paragraph (b) were incurred to pay Costs of Construction of the Project relating to **surveying, earthwork, stormwater infrastructure, pavement, striping, and contractor fee—refer to Schedule A**;

(e) The amount paid or to be paid, as set forth in paragraph (b) above, is reasonable and represents a part of the amount payable for the costs of equipping the Project, all in accordance with the cost budget, and such payment was not paid in advance of the time, if any, fixed for payment and was made in accordance with the terms of any contracts applicable thereto and in accordance with usual and customary practice under existing conditions;

(f) No part of the said Construction Costs was included in any Written Request previously filed with the Trustee under the provisions of Section 4.4(b) of the Indenture;

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

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

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

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

HOLLIDAY FARMS SL REAL ESTATE, LLC, as Company

By: ______________________________

Its: Managing Member

APPROVED

ZIONSVILLE REDEVELOPMENT COMMISSION

____
President

cc: Town of Zionsville, Indiana

Request #4
February 2025

SCHEDULE A

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

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

Payment Request Summary

To Owner:	Project:	Application No.:	5	Copies to:	
Holliday Farms SL Real Estate, LLC	Holliday Farms Sr. Living - TIF	Application Date:	11.30.24	0	Owner
8620 Nealy Lane	3911 S. US 421	Period To:	11.30.24	0	Architect
Edwardsville, IL 62025	Zionsville, IN 46077	Project No.:	24-003-002B	1	General Contractor
		Contract Date:	6.28.2024	0	Subcontractor
From Contractor:	Architect:	Contract For:			
Avenue Construction, Inc	Vessel architecture				
8453 Keystone Crossing Blvd., Suite 140	600 Emerson Rd., Suite 401	Subcontract/PO #:			
Indianapolis, IN 46240	St. Louis, MO 63141				

Contractor's Payment Request

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

A Detail Sheet is attached.

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

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

Contractor's Certificate for Payment

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

CONTRACTOR:

By: ________ **Date:** 12.6.24

State of Indiana County of Marion

Subscribed and sworn to before me on: 12.6.24

Notary Public:

My Commission expires: 11.12.31

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

Architect's Certificate for Payment

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

Amount Certified $

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

ARCHITECT: **Vessel architecture**

By: ________ **Date:** ________

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

12/6/2024 8:53 AM
Subcontractor Initials:________
Contractor Initials:________

Application for Payment Continuation Sheet

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

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

12/6/2024 8:53 AM
Subcontractor Initials:__________
Contractor Initials:__________

Application for Payment Continuation Sheet

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

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

12/6/2024 8:53 AM
Subcontractor Initials:__________
Contractor Initials:__________

AFFIDAVIT, RELEASE AND WAIVER OF LIEN

■ **PARTIAL** ☐ **FINAL**

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

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

App. No: _5_ known as Holiday Farms Sr. Living – TIF 3605 S. US. 421, Zionsville, IN 46077, for

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

AFFIDAVIT

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

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

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

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

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

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

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

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

Avenue Construction Inc	________	**President**
(General Contractor)	(Representative Signature)	(Title, please print)

STATE OF: Indiana

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

COUNTY OF: Marion

Notary Public: ________

Commission Expires: 11.12.31

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

Avenue Construction, Inc.
8435 Keystone Crossing Blvd.
Suite 140
Indianapolis, IN 46240

SWORN STATEMENT OF CONTRACTOR AND SUBCONTRACTOR TO OWNER

State of INDIANA
County of Marion } SS

The affiant, Adam Filler being first duly sworn, on oath deposes and says that he is President of Avenue Construction, Inc 8453 Keystone Crossing Blvd., Indianapolis, IN 46240 that has a contract with Holiday Farms SL Real State, LLC , owner(s) for New Construction on the following described premises in said County, to wit: Holiday Farms Sr. Linving - TIF 3605 S. US 421 Zionsville, IN 46077 .

That, for the purposes of said contract, the following persons have been contracted with, and have furnished, or are furnishing and preparing materials for, and have done or are doing labor on said improvement. That there is due and to become due them, respectively, the amounts set opposite their names for materials or labor as stated. That this statement is a full, true and complete statement of all such persons, the amounts paid and the amounts due or to become due to each.

1	2	3	5	6	7	8	7
Name and Address	**Kind of Work**	**Amount of Original Contract**	**Change in Original Contract (+/-)**	**Adjusted Total Contract**	**Net Previously Paid**	**Net Amount this Payment**	**Balance to Complete (Inc. Retainage)**
Avenue Construction, Inc. 8435 Keystone Crossing Blvd., Suite 140, Indianapolis, IN 46240	General Liability US 421	1,351.07	0.00	$ 1,351.07	1,215.96	0.00	$ 135.11
Avenue Construction, Inc. 8435 Keystone Crossing Blvd., Suite 140, Indianapolis, IN 46241	Contractors Fee US 421	18,789.97	0.00	$ 18,789.97	13,528.78	3,382.20	$ 1,878.99
Avenue Construction, Inc. 8435 Keystone Crossing Blvd., Suite 140, Indianapolis, IN 46241	General Liability Access Road	2,512.50	0.00	$ 2,512.50	2,261.25	0.00	$ 251.25
Avenue Construction, Inc. 8435 Keystone Crossing Blvd., Suite 140, Indianapolis, IN 46241	Contractors Fee Access Road	34,390.25	0.00	$ 34,390.25	26,568.33	4,955.40	$ 2,866.52
Avenue Construction, Inc. 8435 Keystone Crossing Blvd., Suite 140, Indianapolis, IN 46242	Ave. Construction Items	53,804.56	0.00	$ 53,804.56	32,131.29	-357.86	$ 22,031.13
Filson Earthworks Company Inc. PO Box 538 Noblesville IN 46061	Earthwork and Utilities	1,356,835.00	0.00	$ 1,356,835.00	1,158,151.50	45,000.00	$ 153,683.50
Weihe Engineers 10505 N College Avenue Indianapolis IN 46208	Construction Staking	12,000.00	0.00	$ 12,000.00	1,615.50	2,159.50	$ 8,225.00
Alt & Witzig Wngineerting Inc 4105 West 99th Street Carmel IN 46032	Material Testing	15,114.00	0.00	$ 15,114.00	523.79	1,449.08	$ 13,141.13
Globe Asphalt 6445 E. 30th Street Indianapolis IN 46219	Asphalt Paving	288,621.44	0.00	$ 288,621.44	186,431.48	46,531.50	$ 55,658.46
Maxwell Electric 2601 N Arlington Ave Indianapolis IN 46218	Electrical	59,650.00	0.00	$ 59,650.00	5,368.50	0.00	$ 54,281.50
Cazares Concrete, LLC 4741 W.SR 32 Anderson IN 46011	Concrete	58,056.00	0.00	$ 58,056.00	47,025.57	0.00	$ 11,030.43
Ruble Outdoor Concepts 1587 N 600 W Greenfield IN 46140	Landscaping and Irragation	48,875.21	0.00	$ 48,875.21	0.00	1,188.00	$ 47,687.21
				$ -			$ -
				$ -			$ -
				$ -			$ -
				$ -			$ -
				$ -			$ -
				$ -			$ -
				$ -			$ -
				$ -			$ -
				$ -			$ -
				$ -			$ -
				$ -			$ -
				$ -			$ -
TOTAL		**$ 1,950,000.00**	**$ -**	**$ 1,950,000.00**	**$ 1,474,821.95**	**$ 104,307.82**	**$ 370,870.23**

AMOUNT OF ORIGINAL CONTRACT	$1,950,000.00
CHANGES TO CONTRACT	$0.00
ADJUSTED TOTAL CONTRACT	$1,950,000.00

WORK COMPLETED TO DATE	$1,754,588.65
LESS 10 % RETAINED	$175,458.88
NET AMOUNT EARNED	$1,579,129.77
NET PREVIOUSLY PAID	$1,474,821.95
NET AMOUNT OF THIS PAYMENT	$104,307.82
BALANCE TO BECOME DUE (INCLUDING RETENTION)	$370,870.23

It is understood that the total amount paid to date plus the amount requested in this application shall not exceed 10% of the cost of work completed to date.

I agree to furnish waivers of lien for all materials under my contract when demanded.

Signed
Printed Name: Adam Filler
Title: President

Subscribed and sworn to before me this 6th *day of* Decemb, *20*24.

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

Notary Public

The above sworn statement should be obtained by the owner before each and every payment.

AFFIDAVIT, RELEASE AND WAIVER OF LIEN

☑ PARTIAL ☐ FINAL

I, Co Ntto Filson (Name, Please Print) being duly sworn, state that Filson Earthwork Co Inc. (Contractor) has contracted with Avenue Construction, Inc. to furnish certain materials and/or labor for the following: Job No: 23-03-001 App. No: 2412-5 known as Holiday Farms Sr. Living – INDOT 3605 S. US. 421, Zionsville, IN 46077, for which Avenue Construction, Inc. serves as general contractor, and do hereby further state on behalf of the aforementioned:

Subcontractor/Supplier:

AFFIDAVIT

☑ ***PARTIAL WAIVER*** There is due from Avenue Construction, Inc. the sum of: $ 45,000.00

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

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

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

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

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

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

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

Filson Earthwork Co Inc.	[signature]	Pres
(Contractor Name)	(Representative Signature)	(Title, please print)

STATE OF: IN

COUNTY OF: Hamilton

Notary Public: [signature]

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

Commission Expires: ______

NIKKI J. WILSON
NOTARY PUBLIC
SEAL
HAMILTON COUNTY STATE OF INDIANA
MY COMMISSION EXPIRES APRIL 27, 2032
COMMISSION NO. 682753

AFFIDAVIT, RELEASE AND WAIVER OF LIEN

☒ **PARTIAL** ☐ **FINAL**

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

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

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

Subcontractor/Supplier:

AFFIDAVIT

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

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

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

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

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

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

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

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

Weihe Engineers, Inc	[signature]	**VP, Land Surveying**
(Contractor Name)	(Representative Signature)	(Title, please print)

STATE OF: IN

COUNTY OF: Hamilton

Notary Public: Anita F. Blackmond

Subscribed and sworn to before me this 19th day of Nov, 2024
(Day) (Month) (Year)

Commission Expires: 12/27/2029

Official Seal
Anita F. Blackmond
Notary Public - State of Indiana
Commission Number NP0649052
My Commission Exp. December 27, 2029

SEAL OF THE STATE OF INDIANA 1816

AFFIDAVIT, RELEASE AND WAIVER OF LIEN

☐ **PARTIAL** ☐ **FINAL**

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

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

App. No: 1 known as Holiday Farms Sr. Living – INDOT 3605 S. US. 421, Zionsville, IN 46077, for

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

aforementioned:

Subcontractor/Supplier:

AFFIDAVIT

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

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

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

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

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

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

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

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

Alt & Witzig	[signature]	Sr. Project Manager
(Contractor Name)	(Representative Signature)	(Title, please print)

STATE OF: Indiana

COUNTY OF: Hamilton

Notary Public: Brandi Butcher

Subscribed and sworn to before me this 26th day of November, 2024
(Day) (Month) (Year)

Commission Expires: 08/06/32

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

AFFIDAVIT, RELEASE AND WAIVER OF LIEN

☒ **PARTIAL** ☐ **FINAL**

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

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

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

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

aforementioned:

Subcontractor/Supplier:

AFFIDAVIT

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

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

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

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

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

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

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

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

Globe Asphalt Paving	[signature]	President
(Contractor Name)	(Representative Signature)	(Title, please print)

STATE OF: Indiana

COUNTY OF: Marion

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

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

MORGAN M SKIDMORE
Notary Public - Seal
Henry County - State of Indiana
Commission Number NP0748854
My Commission Expires May 10, 2031

AFFIDAVIT, RELEASE AND WAIVER OF LIEN

☒ PARTIAL ☐ FINAL

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

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

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

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

aforementioned:

Subcontractor/Supplier:

AFFIDAVIT

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

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

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

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

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

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

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

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

Ruble Outdoor Concepts, Inc.	[signature]	President
(Contractor Name)	(Representative Signature)	(Title, please print)

STATE OF: Indiana

COUNTY OF: Hancock

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

Notary Public: [signature]

Commission Expires: 07/19/2025

Kaycee Jane Ruble
Notary Public Seal State of Indiana
Hancock County
Commission # 702979
My Commission Expires 07/19/2025

Payment Request Summary

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

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

Application No.: 6
Application Date: 12.31.24
Period To: 12.31.24
Project No.: 24-003-002B
Contract Date: 6.28.2024
Contract For:

Subcontract/PO #:

Copies to:
0 Owner
0 Architect
1 General Contractor
0 Subcontractor

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

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

Contractor's Payment Request

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

A Detail Sheet is attached.

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

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

Contractor's Certificate for Payment

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

CONTRACTOR:

By: [signature] **Date:** 01/03/25

State of Indiana County of Marion
Subscribed and sworn to before me on: 1.3.25
Notary Public: [signature]
My Commission expires: 11.12.31

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

Architect's Certificate for Payment

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

Amount Certified $

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

ARCHITECT: **Vessel architecture**

By: **Date:**

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

1/3/2025 10:29 AM
Subcontractor Initials:________
Contractor Initials:________

Application for Payment Continuation Sheet

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

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

1/3/2025 10:29 AM
Subcontractor Initials:__________
Contractor Initials:__________

Application for Payment Continuation Sheet

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

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

1/3/2025 10:29 AM
Subcontractor Initials:__________
Contractor Initials:__________

AFFIDAVIT, RELEASE AND WAIVER OF LIEN

■ PARTIAL ☐ FINAL

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

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

App. No: _6_ known as Holiday Farms Sr. Living – TIF 3605 S. US. 421, Zionsville, IN 46077, for which Avenue Construction, Inc. serves as general contractor, and does hereby further state:

AFFIDAVIT

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

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

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

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

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

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

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

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

Avenue Construction Inc	[signature]	**President**
(General Contractor)	(Representative Signature)	(Title, please print)

STATE OF: Indiana

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

COUNTY OF: Marion

Notary Public: [signature]

Commission Expires: 11.12.31

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

Avenue Construction, Inc.
8435 Keystone Crossing Blvd.
Suite 140
Indianapolis, IN 46240

SWORN STATEMENT OF CONTRACTOR AND SUBCONTRACTOR TO OWNER

State of INDIANA
County of Marion } SS

The affiant, Adam Filler being first duly sworn, on oath deposes and says that he is President of Avenue Construction, Inc 8453 Keystone Crossing Blvd., Indianapolis, IN 46240 that has a contract with Holiday Farms SL Real State, LLC , owner(s) for New Construction on the following described premises in said County, to wit: Holiday Farms Sr. Linving - TIF 3605 S. US 421 Zionsville, IN 46077 .

That, for the purposes of said contract, the following persons have been contracted with, and have furnished, or are furnishing and preparing materials for, and have done or are doing labor on said improvement. That there is due and to become due them, respectively, the amounts set opposite their names for materials or labor as stated. That this statement is a full, true and complete statement of all such persons, the amounts paid and the amounts due or to become due to each.

1	2	3	5	6	7	8	7
Name and Address	**Kind of Work**	**Amount of Original Contract**	**Change in Original Contract (+/-)**	**Adjusted Total Contract**	**Net Previously Paid**	**Net Amount this Payment**	**Balance to Complete (Inc. Retainage)**
Avenue Construction, Inc. 8435 Keystone Crossing Blvd., Suite 140, Indianapolis, IN 46240	General Liability US 421	1,351.07	0.00	$ 1,351.07	1,215.96	0.00	$ 135.11
Avenue Construction, Inc. 8435 Keystone Crossing Blvd., Suite 140, Indianapolis, IN 46241	Contractors Fee US 421	18,789.97	0.00	$ 18,789.97	16,910.98	0.00	$ 1,878.99
Avenue Construction, Inc. 8435 Keystone Crossing Blvd., Suite 140, Indianapolis, IN 46241	General Liability Access Road	2,512.50	0.00	$ 2,512.50	2,261.25	0.00	$ 251.25
Avenue Construction, Inc. 8435 Keystone Crossing Blvd., Suite 140, Indianapolis, IN 46241	Contractors Fee Access Road	34,390.25	0.00	$ 34,390.25	31,523.73	105.65	$ 2,760.87
Avenue Construction, Inc. 8435 Keystone Crossing Blvd., Suite 140, Indianapolis, IN 46242	Ave. Construction Items	53,804.56	0.00	$ 53,804.56	31,773.43	0.00	$ 22,031.13
Filson Earthworks Company Inc. PO Box 538 Noblesville IN 46061	Earthwork and Utilities	1,356,835.00	0.00	$ 1,356,835.00	1,203,151.50	0.00	$ 153,683.50
Weihe Engineers 10505 N College Avenue Indianapolis IN 46208	Construction Staking	12,000.00	0.00	$ 12,000.00	3,775.00	0.00	$ 8,225.00
Alt & Witzig Wngineerting Inc 4105 West 99th Street Carmel IN 46032	Material Testing	15,114.00	0.00	$ 15,114.00	1,972.87	367.02	$ 12,774.11
Globe Asphalt 6445 E. 30th Street Indianapolis IN 46219	Asphalt Paving	288,621.44	0.00	$ 288,621.44	232,962.98	0.00	$ 55,658.46
Maxwell Electric 2601 N Arlington Ave Indianapolis IN 46218	Electrical	59,650.00	0.00	$ 59,650.00	5,368.50	0.00	$ 54,281.50
Cazares Concrete, LLC 4741 W.SR 32 Anderson IN 46011	Concrete	58,056.00	0.00	$ 58,056.00	47,025.57	0.00	$ 11,030.43
Ruble Outdoor Concepts 1587 N 600 W Greenfield IN 46140	Landscaping and Irragation	48,875.21	0.00	$ 48,875.21	1,188.00	2,296.21	$ 45,391.00
				$ -			$ -
				$ -			$ -
				$ -			$ -
				$ -			$ -
				$ -			$ -
				$ -			$ -
				$ -			$ -
				$ -			$ -
				$ -			$ -
				$ -			$ -
				$ -			$ -
				$ -			$ -
TOTAL		**$ 1,950,000.00**	**$ -**	**$ 1,950,000.00**	**$ 1,579,129.77**	**$ 2,768.88**	**$ 368,101.35**

AMOUNT OF ORIGINAL CONTRACT	$1,950,000.00
CHANGES TO CONTRACT	$0.00
ADJUSTED TOTAL CONTRACT	$1,950,000.00

WORK COMPLETED TO DATE	$1,757,665.18
LESS 10 % RETAINED	$175,766.53
NET AMOUNT EARNED	$1,581,898.65
NET PREVIOUSLY PAID	$1,579,129.77
NET AMOUNT OF THIS PAYMENT	$2,768.88
BALANCE TO BECOME DUE (INCLUDING RETENTION)	$368,101.35

It is understood that the total amount paid to date plus the amount requested in this application shall not exceed 10% of the cost of work completed to date.

I agree to furnish waivers of lien for all materials under my contract when demanded.

Signed
Printed Name: Adam Filler
Title: President

Subscribed and sworn to before me this 3rd *day of* July *20*25

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

Notary Public

The above sworn statement should be obtained by the owner before each and every payment.

AFFIDAVIT, RELEASE AND WAIVER OF LIEN

☑ PARTIAL ☐ FINAL

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

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

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

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

aforementioned:

Subcontractor/Supplier:

AFFIDAVIT

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

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

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

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

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

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

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

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

Mark Herber (Contractor Name) — [signature] (Representative Signature) — Sr. Project Manager (Title, please print)

STATE OF: Indiana

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

COUNTY OF: Hamilton

Notary Public: Brandi Butcher

Commission Expires: 08/06/32

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

AFFIDAVIT, RELEASE AND WAIVER OF LIEN

☒ PARTIAL ☐ FINAL

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

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

App. No: 002 known as Holiday Farms Sr. Living – INDOT 3605 S. US. 421, Zionsville, IN 46077, for

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

aforementioned:

Subcontractor/Supplier:

AFFIDAVIT

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

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

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

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

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

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

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

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

Ruble Outdoor Concepts, Inc.	[signature]	President
(Contractor Name)	(Representative Signature)	(Title, please print)

STATE OF: Indiana

COUNTY OF: Hancock

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

Notary Public: [signature]

Commission Expires: 07/19/2025

Kaycee Jane Ruble
Notary Public-Seal State of Indiana
Hancock County
Commission # 702979
My Commission Expires 07/19/2025

OLD TOWN

Wild Air Multifamily LLC Wire Information:

First Internet Bank
Account name: Wild Air Multifamily LLC
Account #:302495016
Routing #:074014187

<u>Beneficiary:</u>
Wild Air Multifamily LLC
525 North End Dr. Ste 100
Carmel, IN 46032

EXHIBIT C

Written Request

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

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

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

(a) This Written Request is requisition number 1;

(b) The aggregate amount of costs to be paid or reimbursed is $2,568,785.01;

(c) The costs referred to in paragraph (b) above have been paid or incurred and were necessary for the construction or equipping of the Project and were made or incurred in accordance with the construction contracts, plans and specifications, or purchase contracts therefor now in effect;

(d) The costs referred to in paragraph (b) were incurred to pay Costs of Construction of the Project relating to **[list the various components of the Project to which such costs relate; briefly describe the nature of such costs; indicate the aggregate amount that will have been paid from Bond proceeds for each component of the Project after payment of such costs; indicate the person(s), firm(s) or corporation(s) to whom payment is due or was paid and the amount due or paid to such person(s), firm(s) or corporation(s)]**; See attached

(e) The amount paid or to be paid, as set forth in paragraph (b) above, is reasonable and represents a part of the amount payable for the costs of equipping the Project, all in accordance with the cost budget, and such payment was not paid in advance of the time, if any, fixed for payment and was made in accordance with the terms of any contracts applicable thereto and in accordance with usual and customary practice under existing conditions;

(f) No part of the said Construction Costs was included in any Written Request previously filed with the Trustee under the provisions of Section 4.4(b) of the Indenture;

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

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

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

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

WILD AIR MULTIFAMILY LLC, as Company

By: ______________________

Its: Justin W. Moffett

APPROVED

ZIONSVILLE REDEVELOPMENT COMMISSION

____
President

cc: Town of Zionsville, Indiana

4886-8841-6156.9

SCHEDULE A

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

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

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

Docusign Envelope ID: 105AB9B8-3E92-4ACF-93FA-335138EDE0F4

Old Town Construction, LLC Payment Request

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

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

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

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

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

CONTRACTOR'S PAYMENT REQUEST

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

(See Attached Pages for Continuation Worksheet Page.)

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

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

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

CONTRACTOR: Old Town Construction, LLC

By: Kyleigh Savage Verified Date: January 31, 2025 10:27 AM
Agent of Old Town Construction, LLC

State of: IN
County of: Madison

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

NOTARY PUBLIC: Kami Deckard

My Commission Expires: January 2, 2030

STATE OF IN NP0738235 NOTARY PUBLIC

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

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

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

ARCHITECT: John McWhorter

By: DocuSigned by: John McWhorter 8B3A48902C2D4F0... Date: 2/3/2025

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

Authorized Signator for Old Town Companies, LLC

By: Joel Scheele Verified Date: February 1, 2025

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

Submitted From:

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

Project: Wild Air Multifamily Sitework

Architect Number:
Print Date: 02/01/2025

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

Old Town Construction, LLC Phone: (317) 816-3151

525 North End Drive Suite 100 Carmel, IN 46032

Waiver and Release of Lien

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

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

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

Contract Date: 09/19/2024

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

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

COVERING THE FOLLOWING APPLICATION FOR PAYMENT:

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

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

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

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

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

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

Verified

Kyleigh Savage
Agent of Old Town Construction, LLC

Date: January 31, 2025 10:27 AM

State of: IN
County of: Madison

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

Notary Public:
Kami Deckard

My Commission Expires:
January 2, 2030

STATE OF IN NP0738235 NOTARY PUBLIC

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

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