



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. Holliday Farms, Senior Living Written TIF Request

Documents:

HOLLIDAY FARMS SENIOR LIVING_TIF WRITTEN REQUEST FOR FUNDING FEBRUARY 2025.PDF

B. Wild Air, Phase 1 - Written TIF Request

Documents:

ZRC EXHIBIT C - DRAW REQUEST 1 SIGNED.PDF

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

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

ADDITIONAL INSTRUCTIONS

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

ROOM 105 (COUNCIL CHAMBERS), LOCATED AT 1100 WEST OAK STREET:

Please click the following link to join the Zoom webinar:

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

Webinar ID: 821 4859 2260

Passcode: 819175

Or by Telephone at the following numbers: +1 646 558 8656, +1 646 931

3860, +1 301 715 8592,

+1 305 224 1968, +1 309 205 3325,

+1 312 626 6799,

+1 346 248 7799, +1 360 209 5623,

+1 386 347 5053,

+1 507 473 4847, +1 564 217 2000,

+1 669 444 9171,

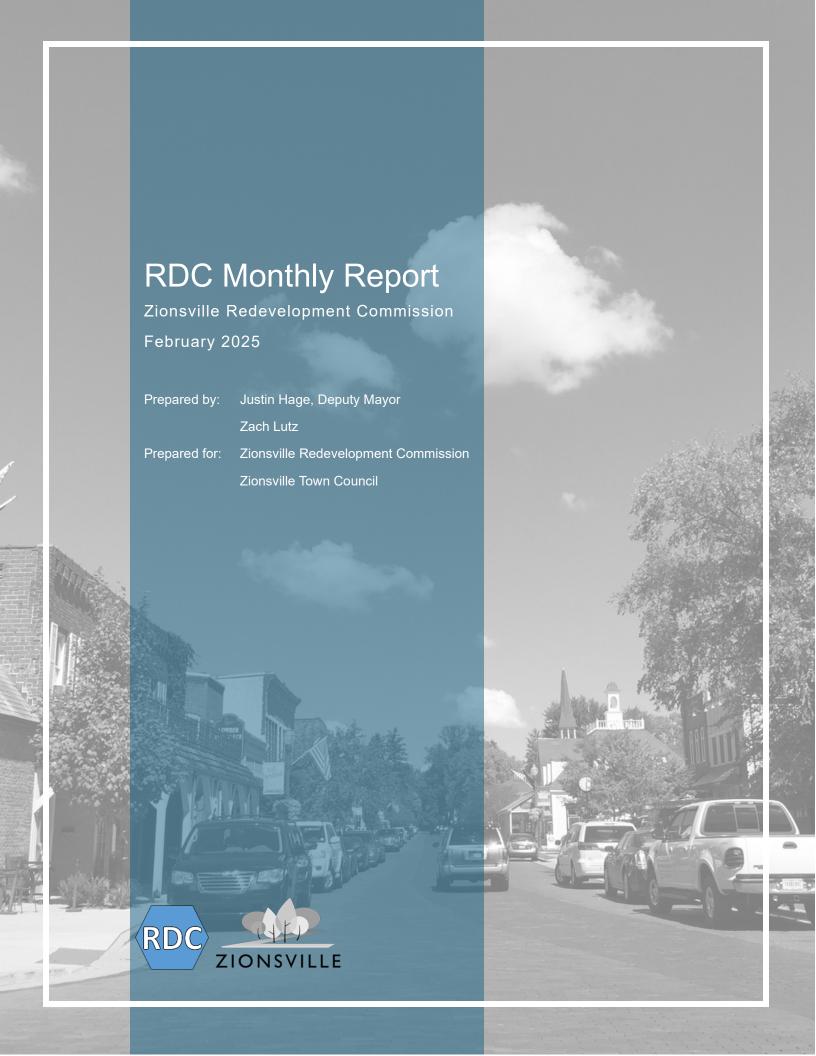
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+1 719 359 4580,

+1 253 205 0468, or +1 253 215

8782

- 1. Members of the public shall have the option of recording their attendance at the ZIONSVILLE REDEVELOPMENT COMMISSION Public Meetings via electronic roll call at the start of the meeting or via e-mail at oyoung@zionsville-in.gov
- 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 irust@zionsville-in.gov.





Budget

FUND	2025 ANNUAL BUDGET	FEBRUARY	YEAR-TO-DATE
		(ACTUAL)	(ACTUAL)
Zionsville EDA			
REVENUE	\$2,387,638.00		
BALANCE CARRY-OVER	\$1,867,880.51		
EXPENSE: DEBT PAYMENT			
2010 Sewage Works Bond			\$(43,556.84)
Payment	\$(87,697.00)		
2012 Bond Payment: EDA			\$(185,500.00)
Bennett Parkway			
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,		\$(3,833.60)	\$(66,085.94)
and Financial Services	\$(345,000.00)		
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	\$(250,000.00)		
Hall			
EXPENSE: CAPITAL PROJECTS			
EXPENSE: REAL ESTATE	\$(100,000.00)		
TRANSACTION			
EXPENSE: PROFESSIONAL			
SERVICES			
NET OAK STREET EDA	\$6,725.00		
BALANCE			





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** (ACTUAL) (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

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

Brick Street Inn, expanded hotel & parking garage

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

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

The cove	Developer is leading entitlement process
POTENTIAL PUBLIC INFRASTRUCTURE PROJECTS	STATUS
(led by or in partnership with DPW and Parks)	
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

Parcel 1 20 sadores socialiste Parcel 2 25 serces analistic Parcel 1 3 satis socialiste Parcel 3 24 satis socialiste Parcel 3 satis sociali

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

Parent 1 25 farms available Parent 2 25 farms available Parent 2 25 farms available Parent 3 24 farms available Parent 3 24 farms available Parent 3 25 farms available Pa

Creekside Lot 9 – Intelligent Living

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

Actions

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

Next Steps

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







Creekside Lot 2 - Crider & Crider Inc.

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

Actions

- 2024.10.24 Purchase Agreement approved
- 2024.12.18 Closed on Property

Next Steps

- 2025 Q1 ARB Approval
- 2025 Q1 Development Plan Approval



Zionsville Government Center "Lot 2"

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

Actions

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

Next Steps

 Construct a Development Agreement between SEAKE LLC and the RDC.



The Farm - Phase 1 and 2

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

Actions

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

Next Steps

Developer to close on TIF Bond future phasing.







Wild Air

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

DEVELOPMENT AGREEMENT TERMS

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

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

DEVELOPMENT ECONOMIC IMPACT

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

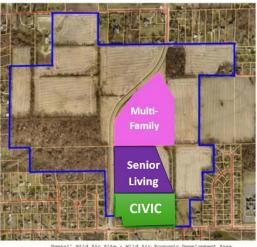
Net Assessed Value (NAV): ±\$78 MM Gross Assessed Value: ±\$1.8 MM

Actions

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

Next Steps

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



Overall Wild Air Site = Wild Air Economic Development Are Multi-family Site = Wild Air Allocation Area #1 Civic Use Site Senior Living Site = Wild Air Allocation Area #2

Located on Oak Street and Marysville Road





Sentry Development

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

- 1. \$650,000 for a multi-use pathway extension from Appaloosa Crossing down to Willow Road.
- 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

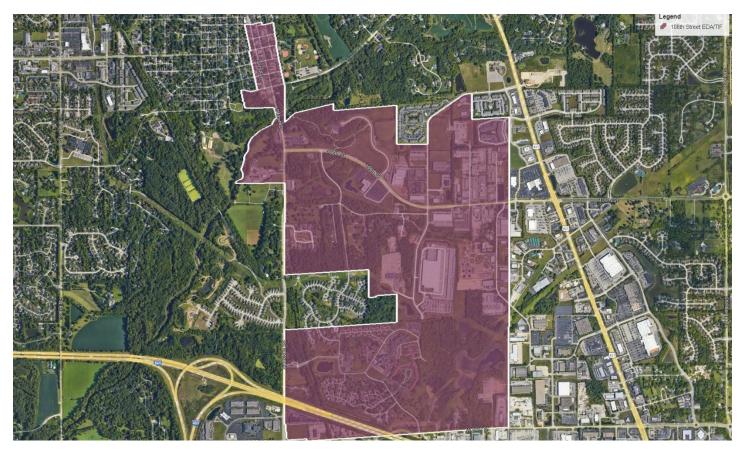




TIF MEMORANDUM

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
 - 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.



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.



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.



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.



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.



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.



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,
 - 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.



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.
- I. 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.



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.

- 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.

Februai	y 25 2025				
		_	Fiscal Of	ficer	
	ALLOWA	NCE OF ACCOUNTS	PAYABLE VOU	CHERS	
_		Town of Zior	sville		
		February 2025 RI	OC Claims		
Payable Vouchers	consisting (legister sucl	nts Payable Vouchers of 1 page n accounts payables	s and except for	r accounts p	payables not allowed
Dated this2	oth day of .	February 2025	·		
Kent Esra		Deron Kintr	er	Ev	van Norris
David Rosenberg		Ryan Vaugl	nn -		

Signatures of Governing Board

Installed by the Town of Zionsville-2023

Accounts Payable Register

APV Register Batch - February 2025 RDC Claims All History

Grouped By Fund Number, Department
Ordered By Appropriation

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

Page: 1

DATE								CHECK	
FILED	APV#	NAME OF PAYEE	PO#	APPROP#	APPROPRIATION	DESCRIPTION	AMOUNT CHECK	#DATE	MEMORANDUM
**Fund Nur	nber 4445	Zionsville EDA							_
**Depart	ment 180								
02/12/2025	10496	Hitchcock Design Inc		4445180375.000	Contractual Services	Village Parking Study	2833.60	11	
01/30/2025	10326	Old National Wealth Mgmt		4445180375.000	Contractual Services	Admin Fees - The Farm	1000.00 10326	E 01/31/2025	
02/21/2025	10636	Comforts of Home Inc	57	4445180445.000	Zionsville EDA Equipment	Restroom Trailer	56581.40	11	
SubTota	l Departme	nt 180					60415.00		
SubTotal F	und Numbe	er 4445					60415.00		
*** GRAND	TOTAL ***						60415.00		

Written Request

Old National Wealth Management 123 Main Street Evansville, IN 47708

Attention: Corporate Trust Department

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

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

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

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

Request #4 February 2025

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

President

HOLLIDAY FARMS SL REAL ESTATE, LLC, as Company By:
Its: Managing Member
APPROVED
ZIONSVILLE REDEVELOPMENT COMMISSION

cc: Town of Zionsville, Indiana

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

Payment Request Summary					
To Owner: Holliday Farms SL Real Estate, LLC 8620 Nealy Lane Edwardsville, IL 62025	Project: Holliday Farms Sr. Living - TIF 3911 S. US 421 Zionsville, IN 46077	7	Application No.: Application Date: Period To: Project No.: Contract Date:	5 11.30.24 11.30.24 24-003-002B 6.28.2024	Copies to: O Owner O Architect I General Contractor O 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		Contract For: Subcontract/PO #:		
Contractor's Payment Requ Request is made for payment, as shown below		tract.	The undersigned Contrac	tificate for Payment tor certifies that to the best of the Co red by this Request for Payment has	ontractor's knowledge, information
A Detail Sheet is attached.			the Contract Documents, previous Certificates for I	that all amounts have been paid by the Payment were issued and payments runt payment shown herein is now due	he Contractor for Work for which received from the General
 Original Contract Sum Net change by Change Orders Contract Sum to Date (Line 1 + 2) Total Completed & Stored (Column K on Detail Sheet) 		\$1,950,000.00 \$0.00 \$1,950,000.00 \$1,754,588.65	CONTRACTOR:		Date: 12.6.24
5. Retainage a. 10.00% of Completed Work (Column K on Continuation) Total Retainage (Line 5a)	\$175,458.88	\$175,458.88	State of Subscribed and sworn Notary Public:	County of 12 Co-24	
Total Earned Less Retainage (Line 4 Less Less Previous Certificates for Payment	Line 5's Total)	\$1,579,129.77	My Commission expire	es: 11.12.31	RISTIN LYNN LAU Notary Public - Seal Hamilton County - State of Inc Commission Number NP0752
(Line 6 from prior Payment Request)		\$1,474,821.95	Architect's Certif	icate for Payment	My Commission Expires Nov 12,
8. Current Payment Due 8a. Current Completed Including Retainage 8b. Retainage Being Held This Period	\$115,897.58 \$11,589.76	\$104,307.82	comprising the applica Architect's knowledge,	tion, the Architect certifies to the information and belief the World	k has progressed as indicated,
9. Balance to Finish Including Retainage Bei (Line 3 less Line 6)	ng Held	\$370,870.23	Contractor is entitled to Amount Certified	s is in accordance with the Control payment of the Amount Certification \$ s amount certified differs from the	fied.
Change Order Summary	Additions	Deductions		amount cortifica appears from the	итоин иррнои.)
Total approved in previous months	\$0.00	\$0.00	ARCHITECT:	Vessel architecture	
Total approved this month	\$0.00	\$0.00	Ву:		Date:
Totals	\$0.00	\$0.00		negotiable. The Amount Certifin. Issuance, payment and accep	
Net Changes by Change Order	\$0.00	tion Draw Forms A		of the Owner or Contractor under	

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

CRG PROJECT NO: PROJECT NAME:

Holliday Farms Sr. Living - TIF

A	В	C	E	F	G	H	I	J	K	L	M	N
				TOTAL OF	CURRENT	WORK C	COMPLETED	MATERIALS	TOTAL			
ITEM NO.		DESCRIPTION OF WORK	CONTRACT AMOUNT	TOTAL OF CHANGE ORDERS TO DATE	SCHEDULED VALUE (E+F)	FROM PREVIOUS APPLICATIONS (H+I)	THIS PERIOD	PRESENTLY STORED (NOT IN H OR I) (Move to I when installed)	COMPLETED AND STORED TO DATE (H+I+J)	% COMPLETE (K/G)	BALANCE TO FINISH (G-K)	RETAINAGE HELD
1		<u>US 421</u>		\$0.00	\$0.00		\$0.00		\$0.00	0.00%	\$0.00	\$0.00
2		General Liability	\$ 1,351.07	\$0.00	\$1,351.07	\$1,351.07	\$0.00		\$1,351.07	100.00%	(\$0.00)	\$135,11
3		Contractors Fee	\$ 18,789.97	\$0.00	\$18,789.97	\$15,031.97	\$3,758.00		\$18,789.97	100.00%	(\$0.00)	\$1,879.00
4		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		\$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		\$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		\$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		\$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		\$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	Land Marie Control	\$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		\$0.00	\$5,631.00		\$0.00		\$0.00	0.00%	\$5,631.00	\$0.00
		Irrigation Sleeves	\$ 1,320.00	\$0.00	\$1,320.00		\$1,320.00		\$1,320.00	100.00%	\$0.00	\$132.00

Application for Payment Continuation Sheet

CONTRACTOR NAME: Avenue Construction, Inc

APPLICATION NO: 5

APPLICATION DATE: 11.30.24
PERIOD TO: 11.30.24
CRG PROJECT NO: 24-003-002B

PROJECT NAME:

Holliday Farms Sr. Living - TIF

A	В	C	D	E	F	G	H	1	J	K	L	M	N
ITEM NO.			DESCRIPTION OF WORK	CONTRACT AMOUNT	TOTAL OF CHANGE ORDERS TO DATE	CURRENT SCHEDULED VALUE (E+F)	WORK C FROM PREVIOUS APPLICATIONS (H+I)	OMPLETED 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
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 O	RDERS						Service Control						
					\$0.00	\$0.00		\$0.00		\$0.00	0.00%	\$0.00	\$0.00
			Total	1,950,000.00	0.00	1,950,000.00	1,638,691.07	115,897.58	0.00	1,754,588.65	89.98%	195,411.35	175,458.88



AFFIDAVIT, RELEASE AND WAIVER OF LIEN PARTIAL FINAL

I,	Adam Filler (Name, Please Print)	_ being duly sworn, state that _	Avenue Construction, Inc. has contracted with (General Contractor)									
<u>Hol</u> 002	iday Farms SL Real Estate	e, LLC. to furnish certain mater	rials and/or labor for the following: Job No: 24-03-									
App	. No: _5_ known as Holid	ay Farms Sr. Living – TIF 3605	5 S. US. 421, Zionsville, IN 46077, for									
whic	which Avenue Construction, Inc. serves as general contractor, and does hereby further state:											
	AFFIDAVIT											
PA	PARTIAL WAIVER There is due from Holiday Farms Sr. Living – TIF. the sum of: \$104,307.82											
	Receipt of which is here	eby acknowledged (uncondition	nal waiver); or									
		s given solely with respect to sa	onsideration of this Affidavit, Release and Partial aid amount and is effective upon receipt of such									
	NAL WAIVER The	e final balance due from <u>Holida</u>	y Farms Sr. Living – TIF. is the sum of:									
	Receipt of which is here	eby acknowledged (uncondition	nal waiver); or									
			onsideration of this Affidavit, Release and Partial eipt of such payment (conditional waiver).									
as of the a province approvince province approvince app	wher of the project and the above-described property a yided by the undersigned, s ases claims of any nature a yided labor, materials and/o ment contemplated herein, account of labor, materials be of this Affidavit, Releas	e real estate on which it is located and improvements thereon on a subject to the limitations or configured to the limitations or configured to the limitations or configured to the undersign or services for said work have be if any, such that no other party and/or services provided to the e and Waiver of Lien. DER THE PENALTIES FOR TO THE BEST OF MY KNOWN CONTROL TO THE BEST OF	President									
COU	JNTY OF: Marica	(Da										
Notar	y Public:	Com	mission Expires: 11-12-3									
		KRISTIN LYNN Notary Public - Hamilton County - Star Commission Number My Commission Expires	Seal te of Indiana NPD752756									



SWORN STATEMENT OF CONTRACTOR AND SUBCONTRACTOR TO OWNER

State of INDIANA

County of Marion	} ss								
The affiant, Adam Fill		first duly sworn, on					sident	of	
US 421 Zionsville, IN 46077 .	Construction	on the following de	escribed premise	es in s	aid County,	to wit: Holic	Farms SL Real St lay Farms Sr. Linv	ing -	TIF 3605 S.
That, for the purposes of said of have done or are doing labor or materials or labor as stated. The become due to each.	said improvement. The	at there is due and	to become due t	them,	respectively	y, the amounts se	et opposite their na	mes	for
1	2	3	5		6	7	8		7
Name and Address	Kind of Work	Amount of Original Contract	Change in Original Contract (+/-)		sted Total ontract	Net Previously Paid	Net Amount this Payment	Co	salance to mplete (Inc. tetainage)
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	S	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	s .	\$ 1	950,000.00	\$ 1,474,821.95	\$ 104,307.82	\$	370,870.23
CHA	ORIGINAL CONTRACT ANGES TO CONTRACT ED TOTAL CONTRACT	\$0.00				LESS	LETED TO DATE 10 % RETAINED MOUNT EARNED EVIOUSLY PAID F THIS PAYMENT D BECOME DUE JDING RETENTION)	s	1,754,588.65 \$175,458.88 1,579,129.77 1,474,821.95 \$104,307.82 \$370,870.23
It is understood that the total an				Signe	ed .	eed 10% of the c	ost of work comple	eted	to date.
Subscribed and sworn to before	me this 6th da	y of Dea	KRISTIN LYNN	Title:	ed Name:	President			
The abo	ve swom statement sho	N uld be o blame ktøy Commis	otary Public -	Sea test NP07	На ділега л 752756	payment.	Notar	/ Pul	blic



AFFIDAVIT, RELEASE AND WAIVER OF LIEN PARTIAL | FINAL

		۰ هلسته				4 10				
I, <u>ک ۱</u> ۱ (Na	me, Please Print)	being du	ly sworn, state	that Fit Sun (Contra	actor)	has co	ntracted with			
Avenue	Construction, Inc	. to furnish cer	tain materials	and/or labor for	the following	: Job No: 2	23-03-001			
	1 ルー S o: known as <u>H</u>									
which <u>/</u>	Avenue Construction	on, Inc. serves	as general con	tractor, and do	hereby further	state on be	half of the			
aforeme	entioned:									
Subcor	tractor/Supplier:			DAVIT						
□PART	IAL WAIVER	There is due	from Avenue (Construction, In	c. the sum of:	<u>s 45, r</u>	ريد ,000			
=	Descint of which is	s hereby ackno	wledged (unco	onditional waive	er); or					
X	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).									
□FINA	L WAIVER \$	The final bal	lance due from	Avenue Constr	ruction, Inc. is	the sum of	f:			
	Receipt of which	is hereby ackn	owledged (unc	onditional waiv	er); or					
	The payment of w Waiver of Lien w	1 1 1 1 1		e sole consider	ation of this A	ffidavit, Re (conditions	elease and Partial al waiver).			
as ow the ab provi- releas provi- paym on ac scope	REFORE, the und ner of the project a cove-described proded by the undersignes claims of any neded labor, material ent contemplated becount of labor, material ent this Affidavit,	and the real est perty and improperty and impropert to ature against the sand/or service arein, if any, sterials and/or sand/or sand/o	or the limitation the Owner. The ces for said wo such that no of services provid vaiver of Lien.	eon on account as or conditions undersigned furk have been further party has or ed to the unders	of labor, mater expressed her rther certifies lly paid, or wil shall have any signed for said	rial and/or ein, if any; that all par Il be fully p claim or n project an	services and further ties who have paid out of the right to a lien d within the			
STA	EAR OR AFFIR TEMENTS ARE	TRUE TO TI	HE BEST OF	MY KNOWL	LDGE.	THE FOI	REGOING			
T	C. 4441 (100	Le C	Te-		PRES	lease print)			
FICSON	(Contractor Nam	ie)	(Representa	tive Signature)		(Title, p	lease print)			
STA	TE OF: 1 N			Subscribed	and sworn to lay of\	pefore me i	this 2004			
COI	JNTY OF: H M	unx_		(Day)	(Mor	nth)	(Year)			
Notai	JNTY OF: H AA	2 /w-	9	Commissio NOTAR Si	P.Wilsbires: Y PUBLIC EAL					

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		neers, Inc has contracted with								
(Name, Please Print)		(Contractor)									
Aver	nue Construction, Inc. to	furnish certain materials	and/or labor for the fo	ollowing: Job No: 23-03-001								
App.	No: 2 known as <u>Holi</u>	lay Farms Sr. Living – B	uilding 3605 S. US. 42	21, Zionsville, IN 46077, for								
which	which Avenue Construction, Inc. serves as general contractor, and do hereby further state on behalf of											
the af	the aforementioned:											
Subco	ontractor/Supplier:	AFFL	DAVIT									
⊠ PAR	TIAL WAIVER There i	s due from Avenue Cons	truction. Inc. the sum	of:\$ 2,159.50								
		reby acknowledged (unco										
×		is given solely with respe		this Affidavit, Release and Partial is effective upon receipt of such								
□FIN.	AL WAIVER Th	e final balance due from	Avenue Construction,	Inc. is the sum of:								
	Receipt of which is her	eby acknowledged (unco	nditional waiver); or									
				this Affidavit, Release and Partial ment (conditional waiver).								
as ow the ab provice releas provice payme on acc scope	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											
		E TO THE BEST OF M	I KNOWLEDGE.									
<u>w</u>	(Contractor Name)	(Representative	e Signature)	VP, Land Surveying (Title, please print)								
STAT	E OF:		Subscribed and sworn day of	n to before me this								
COU	NTY OF: Hamil	ton		Month) (Year)								
Notary	Public: <u>Anto F.</u>	Blackword	Commission Expires:	Anita F. Blackmond Notary Public - State of Indiana Commission Number NP0649052 My Commission Exp. December 27, 2029								



STATE OF: Indiana

COUNTY OF: Hamilton
Notary Public: Brandi Burche

AFFIDAVIT, RELEASE AND WAIVER OF LIEN PARTIAL FINAL

LJF	AKIIAL	☐ FINAL		
I, <u>Mark Herber</u> being duly swor contracted with (Name, Please Print)	n, state that	Alt & Witzig Engin		has
Avenue Construction, Inc. to furnish ce	rtain 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 cor	ntractor, and do hereb	y further state on be	ehalf of the
aforementioned:				
Subcontractor/Supplier:	AFFI	DAVIT		
X PARTIAL WAIVER There is due:	from <u>Avenue (</u>	Construction, Inc. the	sum of: <u>\$ 1,449.</u>	08
Receipt of which is hereby ackno	wledged (unco	onditional waiver); or	•	
The payment of which has been p Waiver of Lien which is given so payment (conditional waiver).				
FINAL WAIVER The final bala	ance due from	Avenue Construction	1, lnc. is the sum of:	:
Receipt of which is hereby ackno	wledged (unco	onditional waiver); or		
The payment of which has been p Waiver of Lien which shall become	romised as the ne effective up	e sole consideration of oon receipt of such pa	f this Affidavit, Rel syment (conditional	ease and Partial waiver).
THEREFORE, the undersigned waives as owner of the project and the real estat the above-described property and improve provided by the undersigned, subject to releases claims of any nature against the provided labor, materials and/or services payment contemplated herein, if any, sucon account of labor, materials and/or ser scope of this Affidavit, Release and Wai	e on which it is wements thereof the limitations. Owner. The use for said worken that no other vices provided	s located, any and all on on account of labo or conditions expres indersigned further co have been fully paid or party has or shall h	I liens or claims whater, material and/or se sed herein, if any; a crtifies that all partic i, or will be fully partic ave any claim or rig	atsoever on ervices nd further es who have id out of the tht to a lien
I SWEAR OR AFFIRM UNDER THE STATEMENTS ARE TRUE TO THE	PENALTIE BEST OF M	S FOR PERJURY T Y KNOWLEDGE.	THAT THE FORE	GOING
Alt & Witzig	IN	m	Sr. Project M	anager 1
(Contractor Name)	(Representativ	e Signature)	(Title, plea	

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

Subscribed and sworn to before me this 20° day of 80° (Month), 90° (Year)

Commission Expires: 08/04/32



AFFIDAVIT, RELEASE AND WAIVER OF LIEN PARTIAL FINAL

Ι, [Λ	(Name, Please Print) being duly sworn, state that GIDH ASPHAIT Pavirings contracted with (Contractor)											
Av	enue Construction, Inc. to furnish certain materials and/or labor for the following: Job No: 23-03-001											
App	o. No: known as Holiday Farms Sr. Living - INDOT 3605 S. US. 421, Zionsville, IN 46077, for											
whi	which Avenue Construction, Inc. serves as general contractor, and do hereby further state on behalf of the											
afor	aforementioned:											
Sub	Subcontractor/Supplier:											
	AFFIDAVIT											
	RTIAL 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. Belease and Bortisl.											
123	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).											
	NAL 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).											
as of the a provereleas provereleas payre on a scop	EREFORE, the undersigned waives and releases unto Holiday Farms SL Real Estate, LCC ("Owner"), where of the project and the real estate on which it is located, any and all liens or claims whatsoever on above-described property and improvements thereon on account of labor, material and/or services yielded by the undersigned, subject to the limitations or conditions expressed herein, if any; and further asses claims of any nature against the Owner. The undersigned further certifies that all parties who have yielded labor, materials and/or services for said work have been fully paid, or will be fully paid out of the ment contemplated herein, if any, such that no other party has or shall have any claim or right to a lien account of labor, materials and/or services provided to the undersigned for said project and within the dee of this Affidavit, Release and Waiver of Lien.											
STA	VEAR OR AFFIRM UNDER THE PENALTIES FOR PERJURY THAT THE FOREGOING TEMENTS ARE TRUE TO THE BEST OF MY KNOWLEDGE.											
GID	(Contractor Name) Welling (Representative Signature) (Representative Signature) (Title, please print)											
STA	TE OF: Subscribed and sworn to before me this											
COU	JNTY OF: May 100 (Day) day of NOVEMBER, 2024 (Year)											
Notar	y Public: 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

-	Scott Ruble (Name, Please Print)	being duly sworn, state that	Ruble Outdoor Concept (Contractor)	has contracted with
Ave	nue Construction, Inc.	to furnish certain materials and/o	or labor for the follow	ving: Job No: 23-03-001
Арр.	No: 001 known as Ho	oliday Farms Sr. Living – INDOT	3605 S. US. 421, Zi	onsville, IN 46077, for
whic	h Avenue Construction	n, Inc. serves as general contracto	r, and do hereby furt	her state on behalf of the
afore	ementioned:			
Subc	ontractor/Supplier:	AFFIDAVI	T	
[7]PAR	RTIAL WAIVER	There is due from <u>Avenue Constr</u>	uction Inc. the sum.	of: \$ 1,188.00
		nereby acknowledged (uncondition		DI. <u>B</u> 1,100.00
		ch has been promised as the sole	• •	Affidavit Palesse and Dartial
	Waiver of Lien whice payment (conditional	sh is given solely with respect to s	aid amount and is ef	fective upon receipt of such
□FIN	AL WAIVER	The final balance due from <u>Avent</u>	1e Construction, Inc.	is the sum of:
	Receipt of which is l	nereby acknowledged (uncondition	nal waiver); or	
	The payment of which waiver of Lien which	ch has been promised as the sole of the shall become effective upon recome the shall become effective upon recome the shall become the shall be some the shall be sha	consideration of this ceipt of such paymen	Affidavit, Release and Partial at (conditional waiver).
as over the approving release proving a paymon acceptance of the second	vner of the project and bove-described proper ided by the undersigne ses claims of any naturated labor, materials and the count of labor, materials of this Affidavit, Relevant OR AFFIRM UEAR OR AFFIRM U	igned waives and releases unto H the real estate on which it is loca ty and improvements thereon on a d, subject to the limitations or con re against the Owner. The undersi ad/or services for said work have bin, if any, such that no other part als and/or services provided to the ease and Waiver of Lien. JNDER THE PENALTIES FOR UE TO THE BEST OF MY KN	ted, any and all liens account of labor, mat additions expressed he igned further certifies been fully paid, or we has or shall have an e undersigned for said	or claims whatsoever on terial and/or services erein, if any; and further is that all parties who have rill be fully paid out of the ny claim or right to a lien d project and within the
Ruble	Outdoor Concepts, Ir	ic.		President
	(Contractor Name)	(Representative Sign	ature)	(Title, please print)
STA	TE OF: Indiana	Subs	cribed and sworn to day of Novembe	
COU	NTY OF: Hancock	(D:		
Notary	Public: Thy	Mwn Com	mission Expires:	07/19/2025
	1	Kaycee Jane Ruble Notary Public Seal State of Indiana Hancock County Commission #702979 My Commission Expires 07/19/202	3	

Payment Request Summary	/				
To Owner: Holliday Farms SL Real Estate, LLC 8620 Nealy Lane Edwardsville, IL 62025	Project: Holliday Farms Sr. Living - 3911 S. US 421 Zionsville, IN 46077	TIF	Application No.: Application Date: Period To: Project No.:	6 12.31.24 12.31.24 24-003-002B	Copies to: 0 Owner 0 Architect 1 General Contractor
From Contractor:	Architect:		Contract Date: Contract For:	6.28.2024	0 Subcontractor
Avenue Construction, Inc 8453 Keystone Crossing Blvd., Suite 140 Indianapolis, IN 46240	Vessel architecture 600 Emerson Rd., Suite 4 St. Louis, MO 63141	01	Subcontract/PO #:		
Contractor's Payment Requ			Contractor's Cer	tificate for Payment	
Request is made for payment, as shown below A Detail Sheet is attached.	v, in connection with the C	ontract.	and belief the Work cove the Contract Documents, previous Certificates for	that all amounts have been paid by Payment were issued and payments	s been completed in accordance with the Contractor for Work for which received from the General
Original Contract Sum Net change by Change Orders	_	\$1,950,000.00 \$0.00	Contractor, and that curr	ent payment shown herein is now du	e.
 Contract Sum to Date (Line 1 + 2) Total Completed & Stored (Column K on Detail Sheet) 		\$1,950,000.00 \$1,757,665.18	By:		Date: 01/03/25
5. Retainage a. 10.00% of Completed Work (Column K on Continuation)	\$175,766.53		State ofSubscribed and sworn		5
Total Retainage (Line 5a)		\$175,766.53	Notary Public:		KRISTIN LYNN LAU
6. Total Earned Less Retainage (Line 4 Less7. Less Previous Certificates for Payment	Line 5's Total)	\$1,581,898.65	My Commission expir	res: 11. 12.31	Notary Public - Seal Hamilton County - State of In Commission Number NP075
(Line 6 from prior Payment Request)		\$1,579,129.77		icate for Payment	My Commission Expires Nov 2
8. Current Payment Due 8a. Current Completed Including Retainage	\$3,076.53	\$2,768.88		e Contract Documents, based on ation, the Architect certifies to the	on-site observations and the data
8b. Retainage Being Held This Period	\$307.65		Architect's knowledge	, information and belief the Work is in accordance with the Control	k has progressed as indicated,
 Balance to Finish Including Retainage Bei (Line 3 less Line 6) 	ng Held	\$368,101.35	Contractor is entitled t Amount Certified	o payment of the Amount Certi \$	ified.
Change Order Summary	Additions	Deductions	(Attach explanation if	amount certified differs from the	e amount applied.)
Total approved in previous months	\$0.00	\$0.00	ARCHITECT:	Vessel architecture	
Total approved this month	\$0.00	\$0.00	Ву:		Date:
Totals	\$0.00	\$0.00		negotiable. The Amount Certing in Issuance, payment and accept	
Net Changes by Change Order	\$0.00			of the Owner or Contractor und	

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	В	С	D	E	F	G	н	ī	J	K	L	M	N
							WORK	OMPLETED	MATERIALS	TOTAL			
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	PRESENTLY STORED (NOT IN H OR I) (Move to I when installed)	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	7	\$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	2		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

Application for Payment Continuation Sheet

CONTRACTOR NAME: Avenue Construction, Inc

APPLICATION NO: 6

APPLICATION DATE: 12.31.24 PERIOD TO:

CRG PROJECT NO:

12.31.24

24-003-002B

PROJECT NAME:

Holliday Farms Sr. Living - TIF

A	В	C	D	E	F	G	Н	I	J	K	L	M	N
					TOTAL OF	CURRENT	work c	OMPLETED	MATERIALS PRESENTLY	TOTAL			
ITEM NO.			DESCRIPTION OF WORK	CONTRACT AMOUNT	CHANGE ORDERS TO DATE	SCHEDULED VALUE (E+F)	FROM PREVIOUS APPLICATIONS (H+I)	THIS PERIOD	STORED (NOT IN H OR I) (Move to I when installed)	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



AFFIDAVIT, RELEASE AND WAIVER OF LIEN PARTIAL FINAL

	I, Adam Filler being (Name, Please Print)	duly sworn, state that	Avenue Construction, Inc. has contracted with (General Contractor)								
	Holiday Farms SL Real Estate, LLC. 002	to furnish certain materia	als and/or labor for the following: Job No: 24-03-								
	App. No: _6_ known as Holiday Farm	ns Sr. Living – TIF 3605	S. US. 421, Zionsville, IN 46077, for								
	which Avenue Construction, Inc. serv	res as general contractor,	and does hereby further state:								
AFFIDAVIT											
9	PARTIAL WAIVER There is due fr	om <u>Holiday Farms Sr. Li</u>	ving – TIF. the sum of: \$2,768.88								
	Receipt of which is hereby ack	Receipt of which is hereby acknowledged (unconditional waiver); or									
		# [nsideration of this Affidavit, Release and Partial d amount and is effective upon receipt of such								
	FINAL WAIVER The final b	alance due from <u>Holiday</u>	Farms Sr. Living – TIF. is the sum of:								
	Receipt of which is hereby ack	nowledged (unconditiona	l waiver); or								
	• •	•	nsideration of this Affidavit, Release and Partial pt of such payment (conditional waiver).								
	as owner of the project and the real es the above-described property and imp provided by the undersigned, subject releases claims of any nature against t provided labor, materials and/or service payment contemplated herein, if any,	state on which it is located brovements thereon on accepto the limitations or conducted the Owner. The undersigness for said work have be such that no other party has be services provided to the undersigness.	iday Farms SL Real Estate, LLC, ("Owner"), d, any and all liens or claims whatsoever on count of labor, material and/or services itions expressed herein, if any; and further led further certifies that all parties who have en fully paid, or will be fully paid out of the las or shall have any claim or right to a lien indersigned for said project and within the								
	I SWEAR OR AFFIRM UNDER TO STATEMENTS ARE TRUE TO TI		PERJURY THAT THE FOREGOING WLEDGE.								
	Avenue Construction Inc (General Contractor)	(Representative Signat	President (Title, please print)								
	STATE OF: Indiana	Subscr	ibed and sworn to before me this day of 2025								
	COUNTY OF: Marie	(Day									
	Notary Public:	Comm	ission Expires: 11.12.31								
		KRISTIN LYNN LAU Notary Public - Seal Hamilton County - State of India Commission Number NP075275 My Commission Expires Nov 12, 2	na 6								



SWORN STATEMENT OF CONTRACTOR AND SUBCONTRACTOR TO OWNER

State of INDIANA

County of Marion	} 55								
The affiant, Adam Fill Avenue Construction, Inc 8453		first duly sworn, on Indianapolis, IN 46					sident Farms SL Real St	of	LLC
owner(s) for New 9 US 421 Zionsville, IN 46077	Construction	on the following de	escribed premise	s in	said County,	to wit: Holic	lay Farms Sr. Linv	ing -	TIF 3605 S.
That, for the purposes of said on have done or are doing labor or materials or labor as stated. The decome due to each.	said improvement. Tha	at there is due and i	to become due t	hen	n, respectively	y, the amounts se	et opposite their na	mes	for
1	2	3	5		6	7	8	_	7
Name and Address	Kind of Work	Amount of Original Contract	Change in Original Contract (+/-)	Ad	ljusted Total Contract	Net Previously Paid	Net Amount this Payment	Co	talance to mplete (Inc. tetainage)
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. 3435 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 N 46061	Earthwork and Utilities	1,356,835.00	0.00	\$	1,356,835.00	1,203,151.50	0.00	\$	153,683.50
Veihe 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 1105 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 1601 N Arlington Ave Indianapolis IN 46218	Electrical	59,650.00	0.00		59,650.00	5,368.50	0.00	3887	54,281.50
Cazares Concrete, LLC 1741 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 587 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
				07 07	-			\$	
				5	-			\$	
				9	-			\$	-
				97 97				\$	-
				9				\$	-
				5				\$	-
OTAL		\$ 1,950,000.00	\$ -	\$	1,950,000.00		\$ 2,768.88	\$	368,101.35
	ORIGINAL CONTRACT ANGES TO CONTRACT						LETED TO DATE 10 % RETAINED	\$	\$175,7665.18 \$175,766.53
	ED TOTAL CONTRACT					NET AN	OUNT EARNED		1,581,898.65
							EVIOUSLY PAID. OF THIS PAYMENT	\$	1,579,129.77 \$2,768.88
						BALANCE T	O BECOME DUE UDING RETENTION)		\$368,101.35
t is understood that the total am	ount paid to date plus th	e amount requeste	d in this applica	tion	shall not exc	eed 10% of the c	ost of work comple	eted	to date.
agree to furnish waivers of lien	for all materials under m	ny contract when de	emanded.	Sia	ned	11/1)	
				eronati.		Adam Filler			_
	200	_	-	Title	e: .	President			
Subscribed and sworn to before	me this da	yelan	1	-41		25			
		No.	RISTIN LYNN L Stary Public - County - State	Sea	4		Notar	/ Pui	blic
The abo	ve swom statement show	ul be obtaineniss		IPQ	ZF 275 Every	payment.	1		
		AND THE PERSON NAMED IN COLUMN TWO IS NOT THE PERSON NAMED IN COLUMN TWO IS NAMED	THE PARTY SHAPE AND		- THE THE PERSON				



AFFIDAVIT, RELEASE AND WAIVER OF LIEN PARTIAL | FINAL

I,	Mark Herber	being duly sworn, state th	nat <u>Alt & Witzig</u>	Engineering, Inc. has	
	racted with (Name, Please Pri	int)	(Contractor)		
Ave	nue Construction	, Inc. to furnish certain materials an	d/or labor for the fol	lowing: Job No: 23-03-0	001
App.	No: _3 known	n as <u>Holiday Farms Sr. Living – INI</u>	OOT 3605 S. US. 42	1, Zionsville, IN 46077,	for
whic	h Avenue Constr	uction, Inc. serves as general contra	ctor, and do hereby	further state on behalf of	f the
afore	ementioned:				
Subc	ontractor/Supplie	er: AFFIDA	VIT		
™ PAR	RTIAL WAIVER	There is due from Avenue Cor	<u>istruction, Inc.</u> the su	ım of: <u>\$ 367.02</u>	
	Receipt of which	ch is hereby acknowledged (uncond	itional waiver); or		
		f which has been promised as the so which is given solely with respect itional waiver).			
□FIN.	AL WAIVER	The final balance due from Av	enue Construction, I	nc. is the sum of:	
	Receipt of which	ch is hereby acknowledged (uncond	itional waiver); or		
		f which has been promised as the so which shall become effective upon			
as ow the al provi releas provi paym on ac	vner of the project bove-described project ided by the underses claims of any ided labor, materinent contemplated scount of labor, m	ndersigned waives and releases unto t and the real estate on which it is lo reporty and improvements thereon of signed, subject to the limitations or nature against the Owner. The undo als and/or services for said work had herein, if any, such that no other p naterials and/or services provided to the Release and Waiver of Lien.	ocated, any and all lice on account of labor, conditions expressed ersigned further certive been fully paid, out or shall have	ens or claims whatsoeve material and/or services if herein, if any; and furti- fies that all parties who ir will be fully paid out of e any claim or right to a	her have of the lien
		RM UNDER THE PENALTIES F E TRUE TO THE BEST OF MY		AT THE FOREGOIN	G
à oldari	k Herber (Contractor Nar	me) (Representative S		oject Manager (Title, please prin	t)
	TE OF:	<u>Indiana</u> Se	ubscribed and sworn	to before me this	
	NTY OF:	Hamilton	(Day)	(Month)	(Year)
Natary	Public:	WOW STAKE C	ommission Expires:	08/06/32	



AFFIDAVIT, RELEASE AND WAIVER OF LIEN | X | PARTIAL | | FINAL

I, _	Scott Ruble	heing duly eyem et		Buble Codd 0						
	(Name, Please Print)	being duly sworn, st	ate that	(Contractor)	cepts, Inc.	has contracted with				
A	C									
AV	enue Construction, Inc. to f	urnish certain materia	ils and/or	labor for the foll	lowing: Jo	b No: 23-03-001				
App	. No: ⁰⁰² known as <u>Holida</u>	y Farms Sr. Living -	INDOT 3	605 S. US. 421,	Zionsville	. IN 46077, for				
whic	ch Avenue Construction, In	c. serves as general co	ontractor,	and do hereby f	urther state	e on behalf of the				
	ementioned:					on outling				
Subc	contractor/Supplier:									
		AFF	IDAVIT							
☑ PAR	RTIAL WAIVER Ther	e is due from <u>Avenue</u>	Construc	tion, Inc. the sur	n of: \$	2,296.21				
	Receipt of which is herel	y acknowledged (und	onditiona	waiver) or	σ <u>τ. ψ</u>					
K	The payment of which has Waiver of Lien which is payment (conditional was	as been promised as the	e sole sor	ooidonalis . E.i	is Affidavi effective u	it, Release and Partial upon receipt of such				
	AL WAIVER The	inal balance due from	Avenue	Construction In		•				
	\$		11101100	Consudential, III	c. is the su	m or:				
	.			# *						
	Receipt of which is hereb	y acknowledged (unc	onditional	l 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.		D	>	Preside	unt				
	(Contractor Name)	(Representative	e Signatui	re)		please print)				
STAT	E OF: Indiana		Subscrib	ed and sworn to						
COUN	ITY OF: Hancock		(Day)	_ day of Decemb	ег	, 2024				
Notary 1	Public: Kamihus	re		(Mo sion Expires:	onun) 07/19/202	(Year)				
	***	Kaycee Jane Ruble Notary Public Seal State of It Hancock County Commission # 702979 My Commission Expires 07/1	ndiana							

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 <u>February 10, 2025</u>, 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 <u>Schedule A</u>.

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

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

WILD AIR MULTIFAMILY LLC, as Company
By: MMILL
1 1/
Its: JUSTIN W. MOTHETT
APPROVED
ZIONSVILLE REDEVELOPMENT
COMMISSION
President

cc: Town of Zionsville, Indiana

SCHEDULE A

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

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.]

Old Town Construction, LLC Payment Request

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

Carmel, IN 46032

PROJECT: Wild Air Multifamily Sitework (WAMS)

(See Attached Pages for Continuation Worksheet Page.)

400 Russell Street, Zionsville, IN (Marysville Rd & Oak St)

Zionsville IN, 46077

FROM:

Old Town Construction, LLC 525 North End Drive, Suite 100

Carmel, IN 46032

ARCHITECT: Kimley-Horn

500 E 96th St #300 Indianapolis, IN 46240 PERIOD TO: 01/31/2025 PROJECT NO: 24-008 APPLICATION NO: 5 ARCHITECT NO:

CONTRACT DATE: 09/19/2024 **APPLICATION DATE:** 01/31/2025

CONTRACTOR'S PAYMENT REQUEST

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

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 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: <u>January 31, 2025</u> STATE
NOTARY PUBLIC: Kami Deckard OF IN NP0738235
My Commission Expires: January 2, 2030 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: Som Machanter

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

Authorized Signator for Old Town Companies, LLC

By: Joel Scheele



Date: February 1, 2025

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

Submitted From:

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

Project:Wild Air Multifamily Sitework

Architect Number: Print Date: 02/01/2025

Α	В	С	D	E	F	G	Н	I	J	K		L	М
Item	Description of Work		Schedul				Work			Total	%	Balance	Retainage
No.		Original	Char		Revised	Previous	This Application Work In Place Stored			Complete	Comp	to Finish	
			Prior	This		Application		Work In Place		and Stored		(F-K)	
			Period	Period			Paid by Owner	To Pay	Material	To Date (G+H+I+J)			
1	01-013.0 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
		A7 044 00F 55	* * * * * * * * * * * * * * * * * * *	фо. 5 5	00 044 005 55	40.044.407. 64	фо. 5 5	405.005.53		#0.000.000.5 <i>i</i>	10 744651	#0 004 400 cc	4074 047 00
	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

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

Phone: (317) 816-3151

Carmel, IN 46032

Project No: 24-008 Contract Date: 09/19/2024

Project: Wild Air Multifamily Sitework (WAMS)

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



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