



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

**Monday, February 27, 2023  
6:30 p.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:

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:

+1-312-626-6799 or +1-646-558-8656 or +1-301-715-8592  
or +346-248-7799 or +1-669-900-9128 or +1-253-215-  
8782

**AGENDA**

1. Call To Order
2. Recognition Of Attendees Who Request To Be Noted
3. Swearing In Of Zionsville Redevelopment Commission Members

Documents:

[RDC OATHS-APPOINTMENTS 2023.PDF](#)

4. Election Of Officers
5. Ratify Actions On January 23, 2023 Meeting (Res. 2023-02)

Documents:

[ZIONSVILLE RDC RES.2023-02 RATIFYING PRIOR ACTIONS.PDF](#)

- A. Innovative Planning - Executive Director Contract
- B. 2023 RDC Budget
- C. December 2022 Meeting Minutes
- D. Resolution 2023-01
- E. Claims For Approval
6. Reports
  - A. Claims For Approval

B. Director's Report – Presentation

C. TIF Area Report - Written

Documents:

[2023-02-27 RDC TIF MEMORANDUM.PDF](#)

7. Old Business

8. New Business

A. Ice Miller Engagement Letter

Documents:

[ZIONSVILLE ENGAGEMENT LETTER AMENDMENT 2-27-23 \(4861-1460-9745.V3\) ICE MILLER.PDF](#)

B. RDC Regular Meeting Date Consideration

9. Other Business

A. Discontinuation Of Loopnet Services

10. Adjourn

NEXT REGULAR MEETING: **Monday, March 27, 2023** at 6:30 p.m.

NEXT ANTICIPATED EXECUTIVE SESSION: **Monday, March 27, 2023** at 5:30 p.m.

### ADDITIONAL INSTRUCTIONS

#### FOR THE [ *Monday, February 27, 2023* ], ONSITE AND ELECTRONIC REGULAR MEETING OF THE ZIONSVILLE REDEVELOPMENT COMMISSION

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

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

Instructions” to address public accessibility to ZIONSVILLE REDEVELOPMENT COMMISSION Public Meetings.

4. If you need technical assistance in logging into Zoom for this webinar, please contact Joe Rust at [jrust@zionsville-in.gov](mailto:jrust@zionsville-in.gov).

OATH OF OFFICE  
(Voting Member)

STATE OF INDIANA        )  
                                  ) SS:  
COUNTY OF BOONE        )

I, Sanjay Patel, do solemnly swear that I will support the Constitution of the United States, the Constitution of the State of Indiana and the Ordinances of the Town of Zionsville, Indiana, and that I will faithfully, honestly, and impartially discharge the duties of the office of Commissioner of the Redevelopment Commission for the Town of Zionsville, Indiana, according to law, and to the best of my skill and ability.

I hereby certify that I am a resident of the Town of Zionsville, Indiana and am at least eighteen (18) years of age.

\_\_\_\_\_  
Sanjay Patel

STATE OF INDIANA        )  
                                  ) SS:  
COUNTY OF BOONE        )

On this \_\_\_\_ day of \_\_\_\_\_, 2023 before me personally came and appeared, Sanjay Patel, resident of Zionsville, Indiana over the age of majority, who after taking an oath, swore under the penalty of perjury that he has read and understands the terms of the aforesaid oath and agrees to be bound by the terms and conditions provided therein.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal, the day and year last above written.

\_\_\_\_\_  
Notary Public in and for said County and State

(SEAL)

My Commission expires: \_\_\_\_\_  
My County of Residence: \_\_\_\_\_

CERTIFICATE OF APPOINTMENT

I hereby certify that I am the Mayor of the Town of Zionsville, Indiana. I hereby appoint Sanjay Patel, who is a resident of the Town of Zionsville, Indiana and at least eighteen (18) years of age, as a voting commissioner of the Zionsville Redevelopment Commission to serve a term commencing immediately and ending on the latter of January 1, 2024 or the date that the commissioner's successor is appointed and has qualified.

IN WITNESS WHEREOF, I have hereunto set my hand this \_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
Emily Styron, Mayor

Attest:

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

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

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

(Seal)

OATH OF OFFICE  
(Voting Member)

STATE OF INDIANA        )  
  ) SS:  
COUNTY OF BOONE        )

I, Amanda Rubeck, do solemnly swear that I will support the Constitution of the United States, the Constitution of the State of Indiana and the Ordinances of the Town of Zionsville, Indiana, and that I will faithfully, honestly, and impartially discharge the duties of the office of Commissioner of the Redevelopment Commission for the Town of Zionsville, Indiana, according to law, and to the best of my skill and ability.

I hereby certify that I am a resident of the Town of Zionsville, Indiana and am at least eighteen (18) years of age.

\_\_\_\_\_  
Amanda Rubeck

STATE OF INDIANA        )  
  ) SS:  
COUNTY OF BOONE        )

On this \_\_\_\_ day of \_\_\_\_\_, 2023 before me personally came and appeared, Amanda Rubeck, resident of Zionsville, Indiana over the age of majority, who after taking an oath, swore under the penalty of perjury that she has read and understands the terms of the aforesaid oath and agrees to be bound by the terms and conditions provided therein.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal, the day and year last above written.

\_\_\_\_\_  
Notary Public in and for said County and State

(SEAL)

My Commission expires: \_\_\_\_\_  
My County of Residence: \_\_\_\_\_

CERTIFICATE OF APPOINTMENT

I hereby certify that I am the Mayor of the Town of Zionsville, Indiana. I hereby appoint Amanda Rubeck, who is a resident of the Town of Zionsville, Indiana and at least eighteen (18) years of age, as a voting commissioner of the Zionsville Redevelopment Commission to serve a term commencing immediately and ending on the latter of January 1, 2024 or the date that the commissioner's successor is appointed and has qualified.

IN WITNESS WHEREOF, I have hereunto set my hand this \_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
Emily Styron, Mayor

Attest:

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

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

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

(Seal)

OATH OF OFFICE  
(Voting Member)

STATE OF INDIANA        )  
                                  ) SS:  
COUNTY OF BOONE        )

I, Jaclyn Spillane, do solemnly swear that I will support the Constitution of the United States, the Constitution of the State of Indiana and the Ordinances of the Town of Zionsville, Indiana, and that I will faithfully, honestly, and impartially discharge the duties of the office of Commissioner of the Redevelopment Commission for the Town of Zionsville, Indiana, according to law, and to the best of my skill and ability.

I hereby certify that I am a resident of the Town of Zionsville, Indiana and am at least eighteen (18) years of age.

\_\_\_\_\_  
Jaclyn Spillane

STATE OF INDIANA        )  
                                  ) SS:  
COUNTY OF BOONE        )

On this \_\_\_\_ day of \_\_\_\_\_, 2023 before me personally came and appeared, Jaclyn Spillane, resident of Zionsville, Indiana over the age of majority, who after taking an oath, swore under the penalty of perjury that she has read and understands the terms of the aforesaid oath and agrees to be bound by the terms and conditions provided therein.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal, the day and year last above written.

\_\_\_\_\_  
Notary Public in and for said County and State

(SEAL)

My Commission expires: \_\_\_\_\_  
My County of Residence: \_\_\_\_\_



CERTIFICATE OF APPOINTMENT

I hereby certify that I am the Mayor of the Town of Zionsville, Indiana. I hereby appoint Jaclyn Spillane, who is a resident of the Town of Zionsville, Indiana and at least eighteen (18) years of age, as a voting commissioner of the Zionsville Redevelopment Commission to serve a term commencing immediately and ending on the latter of January 1, 2024 or the date that the commissioner's successor is appointed and has qualified.

IN WITNESS WHEREOF, I have hereunto set my hand this \_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
Emily Styron, Mayor

Attest:

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

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

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

(Seal)

OATH OF OFFICE  
(Voting Member)

STATE OF INDIANA        )  
                                  ) SS:  
COUNTY OF BOONE        )

I, David Ober, do solemnly swear that I will support the Constitution of the United States, the Constitution of the State of Indiana and the Ordinances of the Town of Zionsville, Indiana, and that I will faithfully, honestly, and impartially discharge the duties of the office of Commissioner of the Redevelopment Commission for the Town of Zionsville, Indiana, according to law, and to the best of my skill and ability.

I hereby certify that I am a resident of the Town of Zionsville, Indiana and am at least eighteen (18) years of age.

\_\_\_\_\_  
David Ober

STATE OF INDIANA        )  
                                  ) SS:  
COUNTY OF BOONE        )

On this \_\_\_\_ day of \_\_\_\_\_, 2023 before me personally came and appeared, David Ober, resident of Zionsville, Indiana over the age of majority, who after taking an oath, swore under the penalty of perjury that she has read and understands the terms of the aforesaid oath and agrees to be bound by the terms and conditions provided therein.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal, the day and year last above written.

\_\_\_\_\_  
Notary Public in and for said County and State

(SEAL)

My Commission expires: \_\_\_\_\_  
My County of Residence: \_\_\_\_\_

CERTIFICATE OF APPOINTMENT

I hereby certify that I am the Town Council President of the Town of Zionsville, Indiana. I hereby appoint David Ober, who is a resident of the Town of Zionsville, Indiana and at least eighteen (18) years of age as a commissioner of the Zionsville Redevelopment Commission to serve a term commencing immediately and ending on the latter of January 1, 2024 or the date that the commissioner's successor is appointed and has qualified.

IN WITNESS WHEREOF, I have hereunto set my hand this \_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
Jason Plunkett, Town Council President

Attest:

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

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

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

(Seal)

OATH OF OFFICE  
(Voting Member)

STATE OF INDIANA        )  
  ) SS:  
COUNTY OF BOONE        )

I, Thomas Kent Esra, do solemnly swear that I will support the Constitution of the United States, the Constitution of the State of Indiana and the Ordinances of the Town of Zionsville, Indiana, and that I will faithfully, honestly, and impartially discharge the duties of the office of Commissioner of the Redevelopment Commission for the Town of Zionsville, Indiana, according to law, and to the best of my skill and ability.

I hereby certify that I am a resident of the Town of Zionsville, Indiana and am at least eighteen (18) years of age.

\_\_\_\_\_  
Thomas Kent Esra

STATE OF INDIANA        )  
  ) SS:  
COUNTY OF BOONE        )

On this \_\_\_\_ day of \_\_\_\_\_, 2023 before me personally came and appeared, Thomas Kent Esra, resident of Zionsville, Indiana over the age of majority, who after taking an oath, swore under the penalty of perjury that she has read and understands the terms of the aforesaid oath and agrees to be bound by the terms and conditions provided therein.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal, the day and year last above written.

\_\_\_\_\_  
Notary Public in and for said County and State

(SEAL)

My Commission expires: \_\_\_\_\_  
My County of Residence: \_\_\_\_\_

CERTIFICATE OF APPOINTMENT

I hereby certify that I am the Town Council President of the Town of Zionsville, Indiana. I hereby appoint Thomas Kent Esra, who is a resident of the Town of Zionsville, Indiana and at least eighteen (18) years of age as a commissioner of the Zionsville Redevelopment Commission to serve a term commencing immediately and ending on the latter of January 1, 2024 or the date that the commissioner's successor is appointed and has qualified.

IN WITNESS WHEREOF, I have hereunto set my hand this \_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
Jason Plunkett, Town Council President

Attest:

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

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

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

(Seal)

OATH OF OFFICE  
(Nonvoting Member)

STATE OF INDIANA        )  
                                  ) SS:  
COUNTY OF BOONE        )

I, Katie Aeschliman, do solemnly swear that I will support the Constitution of the United States, the Constitution of the State of Indiana and the Ordinances of the Town of Zionsville, Indiana, and that I will faithfully, honestly, and impartially discharge the duties of the office of nonvoting adviser to the Redevelopment Commission for the Town of Zionsville, Indiana, according to law, and to the best of my skill and ability.

I hereby certify that I am a resident of the Town of Zionsville, Indiana and am at least eighteen (18) years of age.

\_\_\_\_\_  
Katie Aeschliman

STATE OF INDIANA        )  
                                  ) SS:  
COUNTY OF BOONE        )

On this \_\_\_\_ day of \_\_\_\_\_, 2023 before me personally came and appeared, Katie Aeschliman, resident of Zionsville, Indiana over the age of majority, who after taking an oath, swore under the penalty of perjury that she has read and understands the terms of the aforesaid oath and agrees to be bound by the terms and conditions provided therein.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal, the day and year last above written.

\_\_\_\_\_  
Notary Public in and for said County and State

(SEAL)

My Commission expires: \_\_\_\_\_  
My County of Residence: \_\_\_\_\_

CERTIFICATE OF APPOINTMENT

I hereby certify that I am the Mayor of the Town of Zionsville, Indiana. I hereby appoint Katie Aeschliman, who is a resident of the Town of Zionsville, Indiana, at least eighteen (18) years of age and a member of the Zionsville Community Schools Board of Trustees, as a nonvoting adviser to the Zionsville Redevelopment Commission to serve a term commencing immediately and ending on the latter of January 1, 2025 or the date that the commissioner's successor is appointed and has qualified.

IN WITNESS WHEREOF, I have hereunto set my hand this \_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
Emily Styron, Mayor

Attest:

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

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

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

(Seal)

ZIONSVILLE REDEVELOPMENT COMMISSION  
RESOLUTION RATIFYING CERTAIN ACTIONS HERETOFORE  
TAKEN DURING A PRIOR MEETING

RESOLUTION NO. 2023-02

WHEREAS, pursuant to Ordinance 99-14 and § 31.16 of the Zionsville Town Code, the Town of Zionsville, Indiana (the "Town") established the Department of Redevelopment (the "Department") to be controlled by the Zionsville Redevelopment Commission (the "Commission") to provide for the redevelopment and economic development purposes including all the powers set forth in Ind. Code § 36-7-14 and Ind. Code § 36-7-25; and

WHEREAS, pursuant to § 31.16 of the Zionsville Town Code and Ind. Code § 36-7-14, the Mayor of the Town shall appoint three commissioners to the Commission, the Town Council of the Town shall appointment two commissioners to the Commission and the Mayor shall appoint a member of the school board as a nonvoting adviser to the Commission; and

WHEREAS, upon their initial appointment, each redevelopment Commissioner, before beginning the Commissioner's duties, shall take and subscribe an oath of office in the usual form, to be endorsed on the certificate of the commissioner's appointment, which shall be promptly filed with the clerk for the Town; and

WHEREAS, each redevelopment Commissioner serves for one (1) year from the first day of January after the Commissioner's appointment and until the commissioner's successor is appointed and has qualified; and

WHEREAS, the Mayor of the Town and the Town Council of the Town each recently appointed one new redevelopment Commissioner; and

WHEREAS, the Commission desires to avoid any question as to whether any Commissioner was sufficiently appointed and qualified prior to the January 23, 2023 meeting of the Commission where each new Commissioner participated in the Commission's official action; and

WHEREAS, the Commission desires: (i) to acknowledge the appointment of David Ober and Amanda Rubeck as Commissioners and Katie Aeschliman as the nonvoting adviser to the Commission; (ii) to acknowledge the reappointment of Sanjay Patel, Jaclyn Spillane and Thomas Kent Esra as Commissioners; (iii) to recognize that a notary public administered the oath of office to each redevelopment Commissioner and the nonvoting adviser; and (iv) to ratify all actions (not inconsistent with the provisions of this Resolution) heretofore taken by or at the direction of the Commission including those actions taken during the regular meeting of the Commission that occurred on January 23, 2023; and

NOW, THEREFORE, BE IT RESOLVED BY THE ZIONSVILLE REDEVELOPMENT COMMISSION, THAT:



Section 1. The Commission hereby approves and ratifies all actions (not inconsistent with the provisions of this Resolution) heretofore taken by or at the direction of the Commission and its directors, officers, counsel, advisors, consultants, contractors, program managers or agents, including, but not limited to, all actions, including those actions as described in the meeting minutes attached hereto as Exhibit A, taken during the Regular meeting of the Commission that occurred on January 23, 2023.

Section 2. This Resolution shall be effective upon passage.

Adopted this 27 day of February 2023.

ZIONSVILLE REDEVELOPMENT COMMISSION

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Sanjay Patel, President

APPROVED:

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David Ober, Secretary

EXHIBIT A

[see attached]



## TIF MEMORANDUM

**TO: Zionsville Redevelopment Commission**  
**FROM: Owen Young, Economic Development Manager**  
**RE: February 27, 2023 Redevelopment Commission Regular Meeting**

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

- Map of TIF Districts: <https://www.google.com/maps/d/edit?mid=1cT4vtesLfxmKGRVD7J4xjML7jzq7NZm&usp=sharing>

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

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1. **AES Restaurants**, 10440 Bennett Parkway
  - a. Commercial New Construction (2021-591) Permit Issued 6/23/2021; Permit Extension - Expires 12/23/2022.
  - b. Development Plan Amendment (2021-40-DPA) Approved by Plan Commission on 8/16/2021 for the addition of another row of parking.
2. **Black Acre Brewing Company**, 98 South Main Street
  - a. Commercial Remodel (2020-257 & 2021-1143) Permit Issued 4/24/2020; Finishing Permit Issued 12/17/2021.
3. **Tipsy Mermaid**, 135 South Main Street
  - a. Development Plan & Amendment (2021-10-DP, 2022-23-DPA) The petitioners went before the ZARC to provide design updates. They requested additional funds from the project totaling \$24,256.00 to cover additional costs that arose, which were approved.
  - b. Commercial Addition (2022-901) Permit Issued – 11/17/2022; Underslab Inspection 12/16/2022, Passed.
4. **Nicholson Orthodontics**, 95 E. Oak Street
  - a. Development Plan (2021-22-DP) Approved by Plan Commission on 09/20/2021. Petition for a 4,000 +/- sq. ft. addition.
  - b. Commercial Remodel (2022-286) Issued 04/22/2022; ILP Amendment Issued 08/26/2022; Last inspection – Above Ceiling on 01/26/2023, Passed.
5. **Cobblestone Zionsville**, 160 South Main Street
  - a. Commercial Addition (2022-181) Permit Issued 03/11/2022; Walk-in cooler. Assigned a Temporary Certificate of Occupancy, expires on 12/15/2022.
6. **FedEx**; 10301 Bennett Parkway
  - a. Development Plan ([2022-21-DP](#)) Approved by Plan Commission on 06/22/2022 for a parking lot expansion for tractor trailers, van, and automobile parking.
7. **Universal Transparent Bag Company**; 10505 Bennett Parkway
  - a. Commercial Remodel (2022-509) Permit Issued 6/30/2022.
8. **Jake Watson**; 10818 Deandra Drive
  - a. Commercial Remodel (2022-679) Permit Issued 08/31/2022.
9. **Brick Street Holdings LLC**: 175 South Main Street & 70 East Pine Street
  - a. Development Standards Variance (2022-68-DSV) BZA Petition for three variances. Approved as presented (01/04/2023).
10. **TRIPhase & RLL**: 10960 Bennett Parkway

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

- a. Commercial Sign (2022-802) Permit Received 10/10/2022.
- 11. **Patachou Inc:** 95 East Pine Street
  - a. Commercial Remodel (2022-952) Permit Issued 11/28/2022.
- 12. **Triphase & RLL Racing,** 10960 Bennett Parkway
  - a. Development Standards Variance (2022-70-DSV) BZA Petition for three variances to exceed the signage square footage maximum, deviate from the side yard setbacks, and exceed the maximum height. Approved as presented (02/01/2023).

## **Creekside Corporate Park TIF**

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- 1. **RLL Racing Headquarters,** 10771 Creek Way
  - a. Commercial New Construction (2021-314) Permit Issued 04/08/2021. Issued a Certificate of Occupancy on 02/15/2023.
- 2. **RFPDI, LLC – Creekside Corporate Park,** 10855 Creek Way:
  - a. Replat (2023-02-RP) Plan Commission Petition to relocate the shared lot line between Creekside lots 10 & 11. To be heard February 20, 2023.
  - b. Development Plan (2023-03-DP) Plan Commission Petition for a 104, 568 SF commercial building on Creekside lot 10. To be heard February 20, 2023.
  - c. Development Plan (2023-04-DP) Plan Commission Petition for a 25,635 SF commercial building on Creekside lot 11. To be heard February 20, 2023.

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

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- 1. **Culver’s Restaurant,** 3263 South US Highway 421
  - a. Use Variance (2023-03-UV) BZA Petition for a variance to provide a drive-through restaurant in the Rural General Business District and in the Rural Michigan Road Overlay (MRO). To be heard 03/01/2023.
  - b. Development Standards Variance (2023-04-DSV) BZA Petition for a variance to deviate from the required six-foot perimeter planting strip. To be heard 03/01/2023.
- 2. **Chase Bank,** 10701 East 300 South
  - a. Development Plan (2022-33-DP) Plan Commission Petition for a bank building. Approved on 07/18/2022.
  - b. Commercial New Construction (2022-1024) Permit Issued 12/21/2022.
- 3. **B-Shops,** 3091 South US 421
  - a. Commercial New Construction (2021-634) Permit Issued 07/01/2021; multi-tenant retail building. Certificate of Occupancy issued on 02/16/2023.
- 4. **Hoosier, To Go,** 3255 South US 421
  - a. Commercial New Construction (2021-922) Permit Issued 10/1/2021; Convenience Store; Assigned a Temporary Certificate of Occupancy, expiring on 01/31/2023.
- 5. **Uncle Bills,** 3101 South US 421
  - a. Commercial Tennant Finish (2022-404) Permit Issued 6/1/2022. Certificate of Occupancy Issued on 02/01/2023.
- 6. **Classic Cleaners,** 3199 South US 421
  - a. Commercial Remodel (2022-582) Permit Issued 7/28/2022; Assigned a Temporary Certificate of Occupancy, expiring on 12/31/2022.
- 7. **Pulte Homes,** Townhomes, 10901 East 300 South
  - a. Commercial New, 3278 Morab Drive (2022-933) 101-104 Shell Building 1; Issued 11/22/2022. Last Inspection – Underslab 01/11/2023, Passed.
  - b. Commercial New, 3271 Morab Drive (2022-938) 1101-1105 Shell Building 11; Issued 11/22/2022. Last Inspection – Underslab 01/12/2023, Passed.
  - c. Commercial New, 3261 Morab Drive (2022-946) 1201-1205 Shell Building 12; Issued 11/28/2022.
  - d. Commercial New, 3270 Morab Drive (2022-953) 201 Shell Building 2; Issued 11/29/2022. Last Inspection – Underslab 01/24/2023, Passed.

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

- e. Commercial New, 3258 Morab Drive (2022-974) 301 Shell Building 3; Issued 11/30/2022. Last Inspection – Footer 02/17/2023, Passed.

## **CR 700 TIF**

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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.
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.

## **Holliday Farms TIF**

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1. **Kiddie Academy**, 3650 Marketplace Drive
  - a. Development Plan (2022-03-DP) Plan Commission Petition for a childcare facility. Approved 05/17/2022 with comments.
  - b. Commercial New (2023-043) Permit Issued 01/27/2023.
2. **Holliday Farms Clubhouse**
  - a. Development Plan (2021-45-DP) Plan Commission Petition for a golf clubhouse facility; Approved as presented 9/20/2021.
  - b. Commercial New (2021-1071) Permit Issued 11/23/2021; Latest Inspection – Rough 02/14/2023, Passed.
  - c. Commercial New (2021-155, Finish 2022-800) Permit Issued 10/05/2022; South Restrooms; Assigned Temporary Certificate of Occupancy expiring 08/24/2022.
  - d. Commercial New (2021-154, Finish 2022-801) Permit Issued 10/05/2022; North Restroom; Assigned Temporary Certificate of Occupancy expiring 08/24/2022.
  - e. Commercial Other (2022-610) Permit Issued 08/09/2022; Interior Pool; Last Inspection – Pool Bonding 08/11/2022, Passed.
  - f. Commercial New (2022-708) Permit Issued 09/09/2022; Kiddie Pool.
  - g. Commercial Addition (2022-711) Permit Issued 09/12/2022; Active Pool. Last Inspection – Pool Bonding 12/16/2022, Passed.
  - h. Commercial New (2022-712) Permit Issued 09/12/2022; Social Pool; Last Inspection – Pool Bonding 11/18/2022, Passed.

## **Oak Street TIF**

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## **Northwest Teck Park TIF**

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1. **Kirby Realty Group LLC**, 6200 Technology Center Drive
  - a. Commercial Demolition (2022-703) Permit Issued 09/07/2022.
2. **Smith & Nephew Orthopedics**, 6200 TECHNOLOGY CENTER DRIVE
  - a. Commercial Remodel (2022-748) Permit Issued 09/22/2022; Assigned Temporary Certificate of Occupancy expiring 12/30/2022.
3. **Kirby Realty Group LLC**, 6210 Technology Center Drive
  - a. Commercial Remodel (2022-896) Permit Issued 11/16/2022. Last Inspection – Meterbase 12/21/2022, Passed.

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

## Michigan Road TIF

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1. **The Farm at Zionsville JV LLC**, 11819 Sycamore Street
  - a. Development Plan (2022-38-DP) Plan Commission Petition for 400 apartment dwellings on 17.02 +/- acres in the Planned Unit Development District (The Farm PUD); Approved, 08/15/2022.
  - b. Mass Grading (2022-988) Permit Issued 12/07/2022.
  - c. **Commercial Trailer (2023-067) Permit Issued 02/07/2023.**
2. **25 Cedar LLC**, 12121 North Michigan Road
  - a. Commercial Remodel (2023-009) Permit Issued 01/05/2023.

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

February 15, 2023

WRITER'S DIRECT NUMBER: (317) 236-5997

FAX: (317) 592-4854

INTERNET: [brian.crist@icemiller.com](mailto:brian.crist@icemiller.com)

**CONFIDENTIAL ATTORNEY/CLIENT PRIVILEGED COMMUNICATION**

**Via E-mail Only**

President of the Zionsville Redevelopment Commission  
Town of Zionsville  
1100 West Oak Street  
Zionsville, IN 46077

Copy to: Corrie Sharp  
[csharp@zionsville-in.gov](mailto:csharp@zionsville-in.gov)

Re: Zionsville Redevelopment Commission  
Amendment to Letter of Engagement of Ice Miller LLP

Mr./Mrs. President:

Per our discussions regarding the evolving nature of our relationship, the following is an amendment to the Letter of Engagement we delivered on February 12, 2020, regarding Ice Miller's representation of the Zionsville Redevelopment Commission ("Commission"). Please take a moment to review this letter to confirm our mutual understanding regarding the retention of Ice Miller, the scope of the engagement and the basis on which we will provide legal services to you. Please let us know if there is anything you do not understand or would like to discuss changing.

Amendment to Letter of Engagement

Ice Miller's services shall be amended such that Ice Miller will continue to serve as special counsel to the Commission and will provide general counseling services as to the Town of Zionsville's (the "Town") six economic development areas, tax allocation (TIF) areas and accompanying economic development plans. These services shall include advice regarding statutory and procedural rules regarding Commission meetings and public offerings and other general issues facing the Commission. For these services, Ice Miller shall charge the Commission a retainer of Eight Thousand Dollars (\$8,000.00) a month. Ancillary services and expenses, if any, shall continue to be charged as described in the original February 12, 2020 Engagement Letter.



Additional Services

The retainer payment shall not include the cost of legal services related to: (i) the creation of additional economic development areas and TIF districts; (ii) the resolution of material issues with existing financing; (iii) the issuance of new financing; and (iv) economic and real estate development projects that advance beyond general legal advice as to the Commission's powers with respect to such project (collectively, the "Additional Services"). Additional Services shall be billed at our standard hourly rates or other fee arrangements that are acceptable to the Commission. Ice Miller will not provide or charge for Additional Services without providing notice to representatives of the Commission.

Acceptance

We hope that this amendment to our engagement serves the Commission's needs and states the scope of the representation agreed upon. We intend to provide legal services based on this letter, and will assume that this letter accurately reflects our mutual agreement (regardless of whether you sign and return this letter to us), unless you notify us in writing to the contrary. If you have any questions or wish to discuss any portion of this letter, please call me.

Otherwise, please confirm for our records your acceptance of these terms and conditions by signing the copy of this letter in the space provided, and return the same to me.

Sincerely yours,

ICE MILLER LLP



Brian C. Crist

Acknowledged and Agreed:

ZIONSVILLE REDEVELOPMENT COMMISSION

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

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

Printed: \_\_\_\_\_

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

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

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

Printed: \_\_\_\_\_

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

Enclosures: Terms and Conditions of Engagements for Legal Services  
cc: Accounting Department

ICE MILLER LLP

### **Terms and Conditions of Engagements for Legal Services**

Ice Miller LLP has prepared this statement of the terms and conditions that are generally applicable to its legal services representations of its clients, in the absence of an express agreement specifically to the contrary. These terms and conditions, together with the letter or other document that references them, are the Terms and Conditions applicable to our engagement by you. When used in this document, "we" or "us" or "our" and similar terms refer to Ice Miller LLP, a limited liability partnership, and "you" or "your" and similar terms refer to the person or persons specifically identified in this statement as the client or clients of Ice Miller LLP.

#### **Our Responsibilities**

We are responsible to provide legal services to you in accordance with these Terms and Conditions and with our express understandings with you concerning the nature and scope of our representation.

#### **Your Responsibilities**

You are responsible for paying our statements for services and expenses. You also are responsible for being candid and cooperative with us and for keeping us informed with complete and accurate information, documents and other communications relevant to the subject matter of our representation or otherwise requested by us. Because it is important that we be able to contact our clients at all times in order to consult with them regarding our representation, we expect that you will inform us, in writing, of any changes in the name, address, telephone number, contact person, e-mail address, state of incorporation or other relevant changes regarding you and your business or affairs. If you affiliate with, acquire or your company is acquired by or merged with another company, you will provide us with sufficient notice to permit us to withdraw as your attorneys if we determine that such an affiliation, acquisition or merger creates a conflict of interest between any of our clients and the other party to such affiliation, acquisition or merger, or if we determine that it is not in the best interests of the Firm with respect to the resulting association with the new entity. Your failure to communicate and cooperate with us in these respects could have an adverse effect on our ability to effectively and efficiently represent your interests in this matter and may require that we suspend the rendition of further services in respect of or entirely withdraw from this engagement.

#### **Client(s) Represented**

The client or clients for this engagement are as specifically identified in the engagement letter. Our client(s) do not include natural persons or entities that are not identified as a client in the engagement letter. For clients that are companies, unless otherwise specified or agreed, this does not include individuals or persons who are shareholders, partners, members or owners of the company, or its officers, directors, managers or other representatives, or family members, nor does it include affiliates of the company. Our representation of you for the matter described in the engagement letter does not give rise to a

lawyer-client relationship with any such other individual, person or affiliate. Accordingly our representation of you will not give rise to a conflict of interest in the event other clients of ours are or become adverse to any such other individual, person or affiliate. For clients that are trade associations or other group-type organizations, our clients would not include their members or other constituents.

#### **How We Will Work For You**

We provide services to you through our attorneys and other professionals. We will designate a mutually agreeable partner whom you may contact should you have any questions or concerns at any time about our representation of you or your interests. You will keep us advised of the name(s) and contact information of the person(s) who are authorized to instruct us as to the performance of our legal services for you.

Our engagement is for legal services. While from time to time we may share with you as part of our legal advice information and insights based on our experience with respect to certain market, industry or business practices, structures, or the like, it is understood that you will be solely responsible for determining the extent to which other professional services and advice are obtained and for making all decisions concerning business, investment and accounting matters. In addition, it is understood that we will not have any responsibility to investigate the character or credit of any person with whom you may be dealing in connection with any matter directly or indirectly related to our engagement.

#### **How We May Communicate With You**

Unless you instruct otherwise in writing, we may communicate with you using unencrypted e-mail, facsimile transmission and cellular telephone with the understanding that these methods carry an inherent risk of interception.

#### **About Our Fees**

We will charge you fees based upon the time expended and other factors applicable to legal fees that are specified by applicable professional rules and standards. Unless otherwise specifically agreed, our fees are based on our hourly rates as applied to the amount of time that we expend in providing services. Our base hourly rates for

work performed by our attorneys, absent special engagements or circumstances, are established effective January 1 of each calendar year. Hourly rates may change periodically without prior notice to clients, typically after the end of each calendar year, but a current schedule for anyone working on your engagement is available at any time upon request.

Payment of our fees and other charges is in no way contingent on the outcome of any matter, unless and to the extent that there is a mutual written agreement to the contrary.

### **Other Charges and Expenses**

Our charges for ancillary services and expenses, such as photocopying, computer research, electronic data discovery services, mileage, travel expenses and other similar charges are pursuant to a schedule of charges and expenses, as the same is revised from time to time, a copy of which is available to you upon request.

### **Estimates**

The total amount of fees and costs relating to this matter are difficult to predict. Accordingly, we have made no commitment to you concerning the maximum fees and costs that will be necessary to resolve or complete this matter. If requested to provide an estimate of our fees for a given matter, we will endeavor in good faith to provide our best estimate, but unless there is a mutual written agreement to a fixed fee, the actual fees incurred on any project will likely differ from the estimate.

### **Billing Procedures**

Unless we agree to an alternative billing arrangement, you will receive a statement on a monthly basis for services rendered, and for costs and other charges posted to your account, in the prior month. Payment is due upon receipt of our billing statement or within 30 days thereafter. If your account becomes more than 30 days past due, our Billing and Collection Committee will decide whether additional legal work will be performed while the account remains past due, taking into account obligations we owe to you under applicable professional conduct rules. While we typically do not charge interest on past due amounts, we reserve the right to charge interest on any amount invoiced that remains unpaid after 30 days at the rate of 1% per month until paid in full, plus all costs of collection (including reasonable attorneys' fees). Any questions or disagreements should be brought to our attention in writing within 60 days of the billing date.

### **Retainers**

As a matter of standard practice for new clients and/or new matters, we typically request a retainer deposit before we begin work, and we may request retainers or additional retainers from time to time with respect to existing clients and existing matters. Unless there is a mutual written

agreement to the contrary, we will hold any such retainers in our firm's agency account until disbursed in accordance with these terms and conditions or other mutual written agreement. We may apply funds held as retainers to any past due account balance of your account. We will return any unapplied excess of your retainers to you within a reasonable period of time following the conclusion of the related engagement. Unless we determine in our discretion to apply all or a portion of the retainers sooner, we will apply the retainers to the final invoice for the related engagement. If we determine for any client or matter to initially waive the required retainer deposit, we nonetheless reserve the right at a later date to require a retainer deposit if conditions concerning either the extent or nature of the matter in our discretion so warrant, or should our statements not be timely paid as expected.

### **Your Consent to Future Conflicts of Interest**

You are aware that the Firm has grown geographically and represents many other entities and individuals. Thus, during the time that we are representing you, some of our present or future clients may have disputes or transactions with you or other interests that may be adverse to yours. As part of this engagement, you agree that we may undertake in the future to represent existing or new clients in any matter that is not substantially related to any matter as to which we have represented or advised you, even if the interests of such clients in those other matters are directly or indirectly adverse to yours, and you agree not to disqualify our Firm for those conflicting representations. Of course, we agree that we will keep confidential any information of a nonpublic nature provided to us as a result of our representation of you. You acknowledge that we may obtain confidential information as a result of our representation of other clients that might be of interest to you but for the same reasons cannot be shared with you.

### **Document Retention**

Unless you indicate otherwise to us in writing, we will assume that all papers and property that you provide to us are duplicates and that you retain all originals, so that we do not need to return them to you. When the representation concludes, we will (if you request) return any papers and property that you have provided to us (or that we have obtained for you and that belong to you) if we have them in our possession. Our drafts and work product that we create in relation to our work for you, however, belong to us. We reserve the right, subject to any applicable laws or rules of professional responsibility to the contrary, to apply records retention policies and procedures to these items and also to destroy within a reasonable time any items described in this paragraph that are retained by us.

### **Personal Data from the European Economic Area**

If you will be providing the Firm with the personal data of individuals in the European Economic Area during the course of the engagement, then it is your responsibility to obtain all appropriate consents, make any necessary

disclosures, and take all other required steps to comply with any applicable data privacy and protection laws and regulations in connection with your use of the Firm's services. As used herein, "personal data" means any information relating to an identified or identifiable natural person, to the extent that such personal data are associated with individuals in the European Economic Area or are otherwise within the scope of the General Data Protection Regulation (EU) 2016/679.

### **Response to Audit Inquiries**

If you ask that we do so, we will respond to your auditors concerning certain "loss contingencies" as defined by accounting standards by preparing a letter to your auditors. To assist us in responding timely to your auditors, please direct all audit inquiries to:

Audit Letter Coordinator  
Ice Miller LLP  
One American Square, Suite 2900  
Indianapolis, Indiana 46282-0200.

If there are any questions presented by your audit inquiry letter, our Audit Letter Coordinator will contact you. Absent special circumstances, our current fee structure for the preparation of these letters is a minimum of \$300 and a maximum of \$700, depending on the extent and number of any matters reported. However, the fee may exceed \$700 if there are many matters to be reported upon, or if the letter requires extensive substantive attention to disclosure or other related issues. This charge will appear on your statement as a line item for "Services rendered in connection with preparation of response to audit inquiry."

### **Termination or Withdrawal**

Both you and we have the right to terminate any engagement at any time after providing reasonable advance written notice, and our withdrawal or termination is further subject to applicable rules of professional responsibility. In the event that we terminate the engagement, we will, subject to the terms hereof, take such steps as are reasonably practicable to protect your interests in the above matter and, if you so request, we will suggest to you possible successor counsel and provide that counsel with whatever papers you have provided to us. If permission for withdrawal is required by a court, we will promptly apply for such permission, and you agree to engage successor counsel to represent you. Otherwise, this representation will terminate (a) once the specific services covered within the scope of the representation have been completed and we have sent you our final statement for services rendered in this matter, or (b) if the engagement is open-ended without any specific services being described, when more than six months have elapsed from the last time you requested and we furnished legal services to you. We are not obligated to provide advice or other legal services concerning this representation to you after our representation of you is completed, or has terminated. After completion of a matter in which we have represented

you, changes may occur in the applicable laws or regulations that could have an impact upon your future rights and liabilities. Even though we may send you newsletters or the like after the date of termination of our engagement, we will have no responsibility to provide you with updates or advice concerning any changes in the law or regulations or future legal developments on any matter, including those matters that may have been the subject of a prior representation, unless you and we have expressly agreed that we will provide this service.

### **Certain Limitations**

Any opinions or views, formal or informal, that we may express to you or to third parties about the outcome of a legal matter are only our best professional estimates. Those opinions or views are necessarily limited by our knowledge of facts at the time that we express them and the law and regulations that are then in effect. You understand and agree that we cannot – and will not – promise to you, or guarantee to you, that any particular outcome will result from your legal matters.

### **Identification of Relationship**

We are pleased that you have chosen Ice Miller LLP as your legal advisor and would like to have your permission to share this with others. By signing the acknowledgement, you hereby grant us the authority to use your name and logo in connection with Ice Miller LLP's marketing activities, including, without limitation, identification of you as a client of Ice Miller LLP on its website and other printed marketing materials and publications issued by Ice Miller LLP. You may revoke the consent granted in this paragraph at any time by contacting our marketing department at [enews@icemiller.com](mailto:enews@icemiller.com).

Revised: July 2018