



**ZIONSVILLE TOWN COUNCIL
MEETING NOTICE & AGENDA
FOR
MARCH 17, 2025
7:30 A.M.**

PUBLIC MEETING NOTICE

THIS PUBLIC MEETING WILL BE CONDUCTED ONSITE AT ZIONSVILLE TOWN HALL IN THE
TOWN COUNCIL CHAMBERS LOCATED AT 1100 WEST OAK STREET

INSTRUCTIONS TO VIEW MEETING ON MARCH 17, 2025 7:30 AM EST

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For technical assistance with electronic participation, please contact Joe Rust at jrust@zionsville-in.gov.

Note on the Request to Speak Agenda Item: Public speaking at the meeting is limited to addressing those issues on the current agenda only. There is a three (3) minute time limit per speaker with a total of 15 minutes for this portion of the agenda.

Those wishing to speak in person must complete a Request to Speak card and submit it to Municipal Relations Coordinator Amy Lacy (alacy@zionsville-in.gov) prior to the start of the meeting.

ZIONSVILLE

TOWN COUNCIL

MEETING AGENDA

FOR

March 17, 2025

AT

7:30 A.M. EST

ONSITE MEETING

1100

West Oak Street

1. OPENING

A. CALL MEETING TO ORDER

B. PLEDGE OF ALLEGIANCE

2. APPROVAL OF MARCH 3, 2025 TOWN COUNCIL MEETING MEMORANDA (Copy Posted)

Documents:

[MARCH 3, 2025 ZIONSVILLE TOWN COUNCIL MEETING MINUTES.PDF](#)

3. APPROVAL OF MARCH 17, 2025 CLAIMS

Documents:

[03.17 TC CLAIMS REGISTER.PDF](#)

4. REQUEST TO SPEAK ON AGENDA ITEM

5. MAYOR/ADMINISTRATION UPDATE

Documents:

[TOWN COUNCIL PPT 3.17.25.PDF](#)

6. MAIN STREET ZIONSVILLE PRESENTATION

Documents:

[MSZ PRESENTATION TO TC 031725_FINAL.PDF](#)

7. OLD BUSINESS

A. Consideration Of An Ordinance Regarding Park Rules Update Ordinance 2025-07 (Final Reading)

Documents:

[ORDINANCE 2025-07 - PARK RULES AND REGS UPDATE TOWN CODE AMENDMENT FINALCLEAN.PDF](#)
[PARK RULES AND REGS UPDATE TOWN CODE AMENDMENT FINAL 2-21-25 WITH HEATHER HARRIS SUGGESTED REVISIONS.PDF](#)
[MEMO TO TOWN COUNCIL UPDATE TO PARK RULES 03.2025.PDF](#)

B. Consideration Of An Ordinance Amending The Crosswalk Ordinance Ordinance 2025-08 (Final Reading)

Documents:

[ORDINANCE 2025-08-CROSSWALK DESIGNATION ORDINANCE FINAL.PDF](#)
[CROSSWALK ORDINANCE AMENDMENT MEMO TO COUNCIL.PDF](#)

8. NEW BUSINESS

A. Consideration Of An Encroachment Appeal (Dickerson – 6325 S 275 E)

Documents:

[DPW TOWN COUNCIL MEMO 6325 S 275 E DRAINAGE EASEMENT ENCROACHMENT REQUEST.PDF](#)
[JORDIN DICKERSON MEMO.PDF](#)
[POLE BARN.PDF](#)
[DICKERSON ENCROACHMENT - TC MEMO W ATTACHMENTS.PDF](#)

B. Consideration Of An Ordinance Authorizing Bonds (Holliday Farms Project) Ordinance 2025-09 (First Reading)

Documents:

[ZIONSVILLE TIF-EDC \(HOLLIDAY FARMS\) - LOAN AGREEMENT
\(45900926.6\).PDF](#)
[ZIONSVILLE TIF-EDC \(HOLLIDAY FARMS\) - TRUST INDENTURE
\(45900928.5\).PDF](#)
[ORDINANCE 2025-09 - ZIONSVILLE TIF-EDC \(HOLLIDAY FARMS\) - BOND
ORDINANCE\(45445502.5\).PDF](#)

- C. .Consideration Of An Ordinance Establishing A Donation Fund For The Town Of
Zionsville Mayor's Youth Advisory Council Ordinance 2025-10 (First Reading)

Documents:

[MYAC DONATION FUND ORDINANCE.PDF](#)

9. OTHER MATTERS

10. ADJOURN The Next Regular Town Council Meeting Is Scheduled For Monday, April 21,
2025 At 7:30 A.m. In The Zionsville Town Hall Council Chambers. Final Notice Will Be
Posted In Compliance With The Indiana Open Door Law.



**ZIONSVILLE TOWN COUNCIL
MEETING MINUTES
FOR
MARCH 3, 2025
AT 7:00 P.M. EST
ONSITE MEETING
1100 West Oak Street**

This meeting was conducted onsite. All Councilors participated in person.

Council Members Present: Jason Plunkett, President; Brad Burk, Vice-President; Tim McElderry, Craig Melton, Evan Norris, Sarah Esterline Sampson, and Joe Stein
Absent: Tim McElderry

Also Present: Heather Harris, Town Council Attorney; Mayor John Stehr; Deputy Mayor Justin Hage; Cindy Poore, Director of Finance & Records; Lance Lantz, Director of DPW; Jon Oberlander, Town Attorney; Amy Lacy, Municipal Relations Coordinator and other Town staff

OPENING

A. Call meeting to order

B. Pledge of Allegiance

Plunkett All right, good evening. I will now call to order the Monday, March 3, 2025 regular Town Council meeting. If you would please, stand and join me for the Pledge of Allegiance.

All Pledge of Allegiance.

APPROVAL OF THE MEMORANDUM OF THE FEBRUARY 3, 2025 REGULAR MEETING

Plunkett All right, up first on the agenda is the approval of the February 3, 2025 Town Council Meeting Memoranda. A copy has been posted. Are there questions or comments from Councilors? I would entertain a motion.

Norris I make a motion to approve.

Melton Second.

Plunkett I got a first from Councilor Norris, second from Councilor Melton. All those in favor signify by saying aye.

All Aye.

Plunkett All those opposed same sign.
[No response]

Motion passes 6 in favor, 0 opposed.

APPROVAL OF THE FEBRUARY 2025 PAYROLL CLAIMS

Plunkett Up next is the approval of February 2025 payroll claims. Are there questions from Councilors? If not, I would entertain a motion.

Stein Move to approve.

Burk Second.

Plunkett I have a first from Councilor Stein, a second from Vice President Burk. All those in favor signify by saying aye.

All Aye.

Plunkett All those opposed same sign.
[No response]

Motion passes 6 in favor, 0 opposed.

APPROVAL OF THE MARCH 3, 2025 CLAIMS

Plunkett Up next is the approval of the March 3, 2025 claims. Are there questions from Councilors? If none, I would make a motion to approve.

Melton Second.

Plunkett A second from Councilor Melton. All those in favor signify by saying aye.

All Aye.

Plunkett All those opposed same sign.
[No response]

Motion passes 6 in favor, 0 opposed.

REQUEST TO SPEAK

Plunkett All right, moving on to next item on the agenda is a Request to Speak. I have two of them up here. Amy, do you have any others?

Lacy No, just those two.

Plunkett Okay. As a reminder for those folks for the request to speak, we have a 3-minute limit for requests to speak and I will give you notice when you are at 2 minutes so you'll have 1 minute remaining and we'll go in order here so the first one I have is Stacy Collins and if you would, when you come to the mic just state your name and address for the record and then we will start the clock when you're done.

Collins I'm Stacy Collins and my address is 3128 Grandview Way in Westfield 46074. Good evening Council members, I serve as the Executive Director of Breathe Easy Hamilton County, an agency funded by the Indiana Department of Health dedicated to reducing tobacco use and protecting public health. While I don't live or work in Zionsville, I do spend time here as a visitor and my work extends throughout Central Indiana. I'm here tonight because the decisions made in this room impact Zionsville and set an example for the entire region.

Zionsville, one of the top three healthiest towns in the state, has long been a leader in public health. Boone County was one of the first in Indiana to implement a comprehensive county-wide smoking ban recognizing early on that clean air is a basic necessity, not a luxury. That decision made years before some of the state's most populated areas even considered similar action, showed true foresight, leadership and commitment to the well being of residents and businesses alike. And make no mistake, other communities are watching Zionsville. Many neighboring communities consider Zionsville a model for forward thinking, health-conscious policy. This isn't just about one cigar lounge. This is about whether Zionsville remains a leader or starts to reverse its progress. Even with restrictions, allowing an exemption for cigar bars weakens these strong protections. It risks undermining the leadership this community has developed and sets a precedent for more rollbacks. Instead of leading, Zionsville could be seen as wavering and that's not the reputation that this town deserves.

I understand the economic argument. Business growth is essential and everyone wants to see Zionsville thrive but the truth is, strong smoke-free laws do not hurt local economies but only enhance them. Multiple studies have confirmed no negative economic impact within communities that have enacted smoking ordinances similar to those in Zionsville. Cities and counties with strict smoke-free policies continue to see thriving restaurants, bars and tourism without compromising public health. A cigar bar exemption isn't economic progress, it's step backward under the guise of business opportunity. So tonight, please consider the short-term decision and the long-term impact. Protect the strong, healthy foundation that Zionsville has built, continue to be the leaders that communities look up to. Work together to ensure Zionsville remains a model for progress, not reversal. I urge this Council to vote no on Ordinance 25, 2025-05

which would amend Zionsville's strong smoke-free air law. I thank the Council for its time, leadership and continued commitment to a healthier Indiana.

Plunkett Thank you Stacy. Up next we have Taylor Williams.

Williams Good evening.

Plunkett Good evening.

Williams My name is Taylor Williams and I represent the American Lung Association of Indiana. I reside at 102 South Main Street in Sheridan and I'm here to testify against Ordinance No. 2025-05, an Ordinance to Amend Zionsville's Strong Smoke-Free Air Law.

Our concern is that you are normalizing smoking indoors and exempting the Wheelhouse Social Club by allowing them to smoke cigars indoors. Folks normally say oh, it's just cigars, it's just to celebrate and it's just a cigar but it's not just cigars. It normalizes the behavior and myth that cigar smoking must not be as bad for you as smoking other tobacco products. That is not the case. Secondhand cigar smoke contains the same toxic chemicals that secondhand cigarette smoke does, cigars are just depicted as exclusive but they're not. It harms the message that all tobacco products are dangerous. Across the country the increasingly well-organized cigar industry has been pushing for cigar bar/lounge exemptions in strong local and state smoke-free laws peeling back lifesaving protections designed to maintain indoor smoking and boost industry profits, all while putting workers at risk.

I'm going to read you the verbiage of the first thing you see when you visit the website of the business being exempted by this ordinance. "Wheelhouse is an incomparable gathering place with world class social amenities, exclusive experiences and the ability to enhance your network. For those that join, Wheelhouse will provide an experience unlike any other." To provide this world class service will require world class employees who will then be harmed by secondhand smoke on the job as well. Don't forget about the workers. This just doesn't fit in with what the Town of Zionsville claims to represent. I want to remind you when you passed the original ordinance, you made a promise to the community that you'd prioritize protecting citizens and now you're breaking that promise. This exemption normalizes that people who are affluent enough to join this club aren't at risk of cancer or diseases caused by secondhand smoke but those deadly diseases know no socioeconomic bounds. I urge this Council to protect and keep your comprehensive smoke-free air law and not allow this establishment to smoke indoors. Thank you.

Plunkett Thank you.

OLD BUSINESS

Consideration of an Ordinance to Amend the Duties of the Deputy Mayor Ordinance 2025-02 (Final Reading)

Plunkett Okay, moving on to Old Business – the first item of Old Business is a Consideration of an Ordinance to Amend the Duties of Deputy Mayor. This is Ordinance 2025-02. This is the final reading and we have Deputy Mayor Justin Hage with us this evening to present.

Hage Thank you President Plunkett. As you mentioned, this ordinance is a second reading of an ordinance that was brought at the last meeting after some helpful questions and discussion both at this meeting and in the interim with Councilor Melton and some other Councilors. This has been amended to reflect as opposed to the creation of a new department rather to amend the duties of the Deputy Mayor such that oversight of economic development as was in those responsibilities and that also the new role, the Economic Development Project Manager, will also report to the Deputy Mayor.

Again, I think as we discussed in this meeting last time, the goal and the intention I think would be to have a Department of Economic Development when the town is ready and when the Administration and the Council have both come to an agreement that that's an important new department to create to really address economic development in our town but as an interim solution having these responsibilities be part of the responsibilities of the Deputy Mayor, I think, is, is the next best way to accomplish this goal.

We also did clarify in consultation with legal counsel for Town Council that this is not a department head per that definition in the reorganization documents, that this position, the Economic Development Project Manager will be part of the Department of Administration and then lastly, I think that we took this opportunity to remove some references to Town Manager that are in the Town Code just for clarity purposes. So, again, this takes what is an existing Chapter 31, Section 31.03 and adds the economic development oversight duties and then removes that section, I'm sorry, Chapter 31, Section 31.02 which has those Town Manager references in it. So, happy to take any questions.

Plunkett I know following the last meeting there certainly was a lot of feedback and back and forth. I appreciate the work that you put into this, Mr. Oberlander, Mayor Stehr, Heather – appreciate everybody's, everybody's input here. Are there any questions from Council for Deputy Mayor Hage? Having none, I would move to approve Ordinance 2025-02 on final reading.

Sampson Second.

Plunkett I have a second from Councilor Sampson. All those in favor signify by saying aye.

All Aye.

Plunkett All those opposed same sign.
[No response]

Motion passes 6 in favor, 0 opposed.

Thank you.

Hage Thank you.

Consideration of an Ordinance Amending the 2025 Salary Ordinance (Economic Development Project Manager) Ordinance 2025-03 (Final Reading)

Plunkett Up next on the agenda – Consideration of an Ordinance Amending the 2025 Salary Ordinance for Economic Development Project Manager, Ordinance 2025-03. This is also a final reading, Deputy Mayor Hage for this as well.

Hage Thank you President Plunkett. As mentioned, this is the second reading and the amendment that is reflected in this version is twofold: One is the title is now Economic Development Project Manager and the second is that this position will fall under the Department of Administration, as I just mentioned, relative to the previous ordinance and besides that it's relatively straightforward, just required a change to the Salary Ordinance whenever we have a new title. No net financial impact from this move, so happy to take any questions.

Plunkett Any questions for Deputy Mayor Hage? Otherwise, I would entertain a motion.

Melton Motion to approve.

Sampson Second.

Plunkett First from Councilor Melton, second from Councilor Sampson. All those in favor signify by saying aye.

All Aye.

Plunkett All those opposed same sign.
[No response]

Motion passes 6 in favor, 0 opposed.

Hage Thank you.

Plunkett Thank you.

Consideration of an Ordinance Amending the Smoking Ordinance (Cigar Bar)
Ordinance 2025-05 (Final Reading)

Plunkett Up next on the agenda is a Consideration of an Ordinance Amending the Smoking Ordinance specific to Cigar Bar. This is Ordinance 2025-05. This is also a final reading. I would just like to read to Council similar to what I shared last time, as you all know, we currently have an ordinance that carves out some exceptions for smoking. Those exceptions include hotel/motel rooms, designated smoking areas, nursing homes, long-term care facilities which residents may only residents may smoke and in private residences as well. This seeks, this ordinance seeks to allow an exception for a private membership paid club/cigar lounge as defined in Town Code Title 9, Chapter 93. This ordinance requires specific enclosures and separate ventilation systems to exhaust air separately from nonsmoking areas of the private club. Further, this ordinance goes on to restrict the use of any other tobacco products only allowing for cigars as defined as a roll of tobacco that has a wrapper or a cover consisting only of tobacco. This would restrict hookah, cigarettes and vaping and continues this Council's, this Council and Councils before us had a longstanding commitment of comprehensive smoking bans for the Town of Zionsville. I want to reiterate that this ordinance does not change our current smoking status for the current bars and restaurants. You cannot smoke in bars and restaurants in the Town of Zionsville should this ordinance pass. I want to thank the Councilors who offered their solutions for this ordinance to help get us to this point and make this ordinance incredibly narrow as well as those recommendations offered by the public. With that being said, are there any questions from Councilors?

Burk No questions. I want to thank Stacy and Taylor for attending. Appreciate your commentary. I do think there are negative health consequences if we were to pass this bill but I also appreciate that it's been as narrowly defined as it can in terms of meeting those objectives. I'll be voting no but I do worry that it normalizes cigar smoking and tobacco smoking in general.

Plunkett Anything else from Councilors?

Sampson I do appreciate you both coming here. One of my least favorite things when I was in the audience was that people would stand up here and express their heartfelt thoughts and for then the Council to not acknowledge you so I'm glad Brad did and I want to acknowledge you as well. I'm not a smoker, I've never been a smoker. I do have to say that it helped me with how we narrowed down a lot of the process. It was much broader when it started so it was good work on our lawyers and Jason stepped in there and I am going to be voting yes but with a heavy heart because I do want people to remember the health problems that come with smoking but as adults, people are rightfully so able to make their own choices and that is why I am going to be voting yes.

Plunkett Anything else from Councilors?

Harris President Plunkett, I was just going to mention to the Council too just so in the definition when we talk about cigar lounge, it's also referencing back that you

still have to be licensed by the Alcohol Tobacco Commission and there are specific rules and requirements for cigar lounges in state statute so those would also apply to the cigar lounges here. We just have the opportunity to be more restrictive than state statute.

Plunkett Thank you. Any other questions or comments from Councilors? Otherwise, I would move to approve Ordinance 2025-05 on final reading.

Stein Second.

Plunkett I have a second from Councilor Stein. All those in favor signify by saying aye.

Norris,
Sampson,
Plunkett, Stein

Aye.

Plunkett All those opposed same sign.

Melton No.

Burk Aye.

Plunkett Motion passes 4 in favor, 2 opposed.

NEW BUSINESS

Consideration of a Resolution Regarding the Appropriation of Additional Funds (Economic Development Project Manager) (Inglenook Appropriation) Resolution 2025-02 (Public Hearing)

Plunkett Up next on the agenda for first item of New Business is a Consideration of a Resolution Regarding the Appropriation of Additional Funds. This is for Economic Development Project Manager Inglenook Appropriations. This is Resolution 2025-02. This is a resolution so there will just be one vote on this. We have Cindy Poore, Director of Finance & Records here to speak on this. Good evening Cindy.

Poore Good evening. So with the resolution in front of you, with the changes of the Economic Development Project Manager and not moving forward with the new department, we are asking for an additional to put funds into the Administration lines to compensate for that additional employee going in there. One thing that I do want to point out is on page 2 of your resolution there will be a deappropriation from the Planning Department so technically the money going into the Administration Department is not new money. We are taking it from the Planning Department budget and moving it to the Administration budget to cover the expenses of that employee that's, that's making the move.

Also, you have four items for the ARPA money. These were miscellaneous items that correspond with the approved Amended ARPA Plan that was approved at the end of last year, I believe, in November. We had a few items, departments that didn't utilize all their funds and so we had to appropriate those in order to spend those down. The other item we have is the CCD Contractual Services. This is for Inglenook. The amount is \$200,000, \$25,000 of that will be reimbursed by the county but we do have to appropriate it to spend it even though we're, we're getting it, some of that back. And then the Food & Beverage Promotions additional are for, it's for the AED for the Zionsville Youth Football League. Do you have any questions?

Plunkett Thank you Cindy. Are there any questions from Councilors for Cindy?

Stein Cindy, can you, everything looks good. Can you tell me what the process looks like to get that \$25,000 back from the county? I mean do we have to file for it? What's that, what do you guys have to do to get that?

Poore I do not know what the process is but I believe Lance Lantz, the Director of DPW, does or Evan do you?

Plunkett Councilor Norris has been –

Norris Yes.

Plunkett Involved in this as well.

Poore Okay.

Norris I kind of led the charge on this –

Poore Okay, good.

Norris So I'm happy to, to take it over.

Poore You go right ahead.

Norris So, my understanding is the \$25,000 was appropriated before December 31st of 2024. Those funds have been encumbered through the County Council for their approval and then I think once we make the request those will be paid out to us. Remember we had to spend the, we had to encumber the ARPA funds before the end of the year.

And if I can, I can just touch on Inglenook real quick just for, for everyone. So when I was approached last summer by the members of the Board of Inglenook who are here today, specifically, Ms. Barbara Hudson and Gwen Doyle, about a situation in their neighborhood regarding some permeable paver systems and a developer that was backing out of their obligation to put in this necessary infrastructure, we've had several meetings since then about the status of that neighborhood. I mean, a lot of meetings, a lot of phone calls, a lot of emails. The HOA has exhausted all of the avenues, in my opinion, that they can for recourse

against the developer to finish out this project. A permeable paver system is not cheap whatsoever. It's very expensive. It's not like just putting blacktop so and to me this raises serious issues and concerns and that's why I'm asking for your alls vote in support tonight. These people can't get in their garages. These people cannot, we cannot get emergency vehicles down the alleyways to this neighborhood and basically these people are left without any sort of recourse other than paying hundreds of thousands of dollars out of pocket and they're basically at their wit's end and they came to us for help. So we've worked very closely with Jon Oberlander and their attorney as well, the HOA's attorney, to, to sort of iron this out.

I want to personally thank President Plunkett and Councilor Melton for attending those meetings with me and being another sounding board and a voice of support at those meetings. I also want to thank the Mayor and Lance Lantz for all of their efforts in helping push this along. And also with us tonight is Commissioner Beyer who is sitting in the back there. Commissioner Beyer helped put through and push through the \$25,000 contribution to help offset some of the cost for these neighbors and I want to thank the Boone County Council as well for approving that money. And then I told him I would say it but Tim, Tim isn't here tonight, Tim McElderry but he also told me that he's in full support of this as well so. Thanks for letting me be on my soapbox.

Plunkett All right, any questions for Cindy? This is a public hearing. I have proof of publication of the public hearing. At this point I will open the public hearing. If there's any members of the public who would like to speak. Seeing none, I will close the hearing. I would reiterate a lot of support comments from Councilor Norris but also just point out that he did lead the charge on this and was very helpful and so I appreciate all your efforts.

Norris Thank you.

Plunkett If there are no other questions, again, this is a resolution so this would be a one-vote approval and I would entertain a motion at this time.

Norris I will make a motion to approve Resolution 2025-02.

Melton Second.

Plunkett I have a first from Councilor Norris, a second from Councilor Melton. All those in favor signify by saying aye.

All Aye.

Plunkett All those opposed same sign.
[No response]

Motion passes 6 in favor, 0 opposed.

Poore Thank you.

Plunkett Thank you.

**Consideration of an Ordinance Regarding Park Rules Update Ordinance 2025-07
(First Reading)**

Plunkett Up next is a Consideration of an Ordinance Regarding Parks Rules Update. This is Ordinance 2025-07. This is a first reading and should there be questions, we have Mayor Stehr here certainly this evening. Good evening Mayor Stehr.

Stehr Good evening. Yes, I think the ordinance is pretty self-explanatory. This is something that the Parks Department does on regular basis, semi-regular basis when things come up. For example, drone operations and horses in the parks and all that kind of thing. And what we're doing is seeking to put this in the Town Code which gives our Police Department the ability to enforce them as Code violations rather than simple trespassing or something like that so. This is, again, I think pretty self-explanatory and if anybody has any questions, I'm happy to answer those.

Sampson I just thought it would be a good time to point out to the general public who might watch this about how drones are not allowed to launch or land in our parks.

Stehr Correct.

Sampson I think that's important because I don't know if everybody watches both the Parks Board and this and that was a big change that was voted on.

Stein There is reference to the DORA and I just, if you could refresh my memory, I think we don't, the parks are not part of the DORA but we can do special events, is that correct?

Stehr That is correct and the park in Creekside is, I mean that's Park property, the trail through Creekside, that is in the DORA.

Stein Okay.

Stehr But there is no other parkland that's in the DORA on a regular basis.

Plunkett Are there any other questions for Mayor Stehr? I would entertain a motion.

Stein I'll move to approve Ordinance or sorry, is this first reading?

Plunkett Yes, introduce. Yep.

Stein Sorry, move to introduce Ordinance 2025-07.

Plunkett I'll second that. So a first from Councilor Stein, a second from President Plunkett. All those in favor signify by saying aye.

All Aye.

Plunkett All those opposed same sign.
[No response]

Motion passes 6 in favor, 0 opposed. Thank you.

Consideration of an Ordinance Amending the Crosswalk Ordinance
Ordinance 2025-08 (First Reading)

Plunkett Up next is a Consideration of an Ordinance Amending the Crosswalk Ordinance. This is Ordinance 2025-08 and we have Mayor Stehr here for this as well.

Stehr Yes, this is an amendment to the Town Code to allow the Mayor to approve crosswalks in public safety zones when in the best interest of pedestrian safety. Now the current procedure is to identify areas that need a safety enhancement and that generally begins with the Pathways Committee or with a citizen petition. The Department of Public Works then takes a data-driven approach to study the need and when such a need is deemed warranted, the DPW makes a recommendation to establish a safety zone.

Now in the last six years we have had four crossings that have been established at Oak Ridge Drive and 975 East, Ford Road and Starkey near Thornhill, at 5th and Oak and at Colony Square and Whitestown Road. All of those were unanimously approved by the Council upon DPW's presentation of its supporting data. So we're not proposing any changes to the process. Any new pedestrian safety zones would be established only when the data shows that it's warranted, it just makes the final approval process more efficient by not making it subject to waiting to get on a Council agenda for approval. So it would become an administrative check-off after the DPW has done its due diligence in this process.

Plunkett Any questions for Mayor Stehr?

Melton Not a question but I just want to vocalize my support. The Pathways Committee has met several times with Lance in the last few years. He's been kind enough to come after hours and attend our meetings and I really appreciate that. I feel like , this is going to kind of streamline the process. It still gives the Pathways Committee the ability to kind of touch on the topic and understand and hear from the public but it also, I think it's going to streamline the actionable items with regards to the actual safety zone and I'm in support of this and I appreciate Lance's time as well as Mayor Stehr's time on this issue.

Sampson So I always try to play the game of what happens when it's not John Stehr, when it's not Lance Lantz since it becomes like a, it's our law here so it can't be pertaining to the people that are actively doing it, it should be what could be carried forward as well and I'd kind of expressed to a few of you if there's some sort of financial limitation on crosswalks because while they seem pretty simple,

they're not actually cheap, right? They, they cost what? Like \$85,000? Is, no? No?

Norris Well it's totally dependent on the circumstances.

Sampson Okay. So –

Norris Sometimes they can just be lines painted on the ground or sometimes you need traffic signals and all that.

Sampson So I didn't know if there was some limitation that we would want to add to this? Some sort of up to three a year or –

Melton I think that's –

Sampson Or a sunset with each Mayor like, I don't know.

Melton They're still going to have to find the money –

Sampson Right.

Melton And we're going to have to either see it in a budget or they have money, they have different buckets of money to be able to do this but I think one of the bigger concerns that like the Pathways Committee and I think the overall concern is when you take a thoroughfare and then you add a new system to that, a crosswalk, there's dangerous, it's dangerous –

Sampson Yes.

Melton That's why it's a big deal to be able to do a mid-block crosswalk and I think that's the major part of it but the financial part I agree with your thought on that. You don't want to just give the opportunity to the Mayor to say there's a crosswalk, there's a crosswalk and that's not what I believe is going to happen with this new process. There's a detailed process, three parts specifically, to how Lance and his team is going to evaluate these and it's going to start with, it comes from the public initially I think that's kind of where I see them stemming from the last four years or the last four that we've done. It's not been a necessarily a DPW like we're going to do this. So from a financial standpoint it's not like they're going to just start dolling them out. There's a process and it's a technical review and I think that review has been really important as we move forward because it does change the traffic flow potentially –

Sampson Right.

Melton And it can cause, it can be dangerous doing this, so. I think keeping it in the DPW's purvey is very important.

Burk I guess I would just add we've had a few of these on my first term and one we just passed what, two months ago? I, admittedly, some of these come from Council. Council members bring these forward which I think that's still a path

right? We can still bring this forward but when we get into the details of how DPW handles all of these assessments and what they bring to us, we would never approve these without those studies and their recommendation and so I don't know I hear you but I feel like we're not giving up a whole lot because we can still make the case and then they're going to do all the work on the backend and if it's not something that they feel like they would bring to us, then they're not going to. If they do, but I just don't know that we have ever approved one without their guidance and I don't know that we would ever deny one if they brought this forward and said this is a good idea so I don't know that we're really losing any real authority.

Sampson Right. I was just trying to think if there's any way that this would come back to bite us. Like what would be the financial part of it because that's our role with this and it would just more be could contracts be completed and then we're asked to sign off on claims and we're wondering where the money is going and that sort of thing. That's all I was trying to, mentally trying to make sure that it's kind of like giving, because a lot of crosswalks aren't budgeted for 12 months from now, right? They come up as the year is going so then it starts becoming more of a flexible where's that fund coming from to pay for it? Or if there's an immediate need for it, where's the money? What slush fund? Or, you know –

Burk Yes.

Sampson Like where's it coming from?

Burk I think it'd be a good idea to kind of have a proactive approach where we already know like next year these are the two crosswalks we're going to be looking at as opposed to if it came up and I hear what you're saying.

Sampson Trying to be in the process of the budget process, I don't know. I mean, Lance, do you have ideas of just for playing this out, do you have ideas of where we might do crosswalks in the next 12 months that you could put into the budget in August?

Lantz Yes, a presentation that some of you who have been on the Council for a longer time probably saw when we initiated this process back in 2021, 2020 was to take the aggressive approach of potentially up to two locations to study each year and obviously what the Mayor said with that count we've kind of more fell to the one-ish per year. Now most of these, I should say all of these to date so far have all been done in-house. We're budgeted each year for sidewalk repair, curb ramp repair, sign replacements, those types of things and we've got these down to a, to the point where they're pretty inexpensive to do. The flashing signals cost about \$8,200 so if there are sidewalk modifications, curb ramp modifications, we're going to make those anyway because those would already be an ADA deficiency so we would just be replacing those as a matter of course. So we also self-install. We self-perform everything so while the first crosswalk at 5th and Oak was done a number of years ago and that ran like \$11,000 over 10 years ago, we're down at the \$8,000 and we just buy the flashers out of our sign budget and we install them ourselves.

Sampson Okay. I think I heard 80 instead of 8 so there you go.

Lantz I was going to say, drop a zero –

Sampson I know, drop the zero. All right, well that makes me feel better that it's not, not coming from just anywhere he has an account, a balance that he could pull from even as the year goes.

Plunkett Any other questions from Councilors? This is a first reading of Ordinance 2025-08. At this point I would entertain a motion.

Norris I'll make a motion to approve Ordinance 2025-08.

Melton Second.

Plunkett Those are motion to introduce.

Norris Excuse me. I will make a motion to introduce –

Plunkett Do we need to withdraw that motion?

Harris Yes.

Norris Yes. I will withdraw my previous motion. I will make a motion to introduce Ordinance 2025-08 on first reading.

Melton Second.

Plunkett I have a first from Councilor Norris, a second from Councilor Melton. All those in favor signify by saying aye.

All Aye.

Plunkett All those opposed same sign.
[No response]

Motion passes 6 in favor, 0 opposed.

OTHER MATTERS

Plunkett Up next on the agenda is Other Matters. I just want to take a quick moment to congratulate Councilor Evan Norris for his election to the County Republican Party Central Committee this weekend. I've served in that capacity as Vice Chair for the last 18 months and I know Evan has what it takes to do it and he'll do an incredible job for our county, so congratulations.

Norris Thank you.

ADJOURN

Plunkett All right, any other matters from Councilors? Otherwise, I will make a motion to adjourn.

Burk Second.

Plunkett Second from Vice President Burk. All those in favor signify by saying aye.

All Aye.

Plunkett Those opposed same sign.
[No response]

Motion passes 6 in favor, 0 opposed.

The next regular Town Council meeting is scheduled for Monday, March 17, 2025 at 7:30 a.m. in the Zionsville Town Hall Council Chambers. Final notice will be posted in compliance with the Indiana Open Door Law. Thank you.

Respectfully Submitted,

Amelia Anne Lacy, Municipal Relations Coordinator
Town of Zionsville

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.

March 17, 2025

Fiscal Officer

ALLOWANCE OF ACCOUNTS PAYABLE VOUCHERS

Town of Zionsville

03/17 TC Claims Register

We have examined the Accounts Payable Vouchers listed on the foregoing Register of Accounts Payable Vouchers consisting of 31 pages and except for accounts payables not allowed as shown on the Register such accounts payables are hereby allowed in the total amount of \$ 3,123,729.15.

Dated this 17th day of March 2025.

Jason Plunkett

Brad Burk

Evan Norris

Joe Stein

Sarah Esterline Sampson

Tim McElderry

Craig Melton

Signatures of Governing Board

Accounts Payable Register

Date: 03/10/2025 09:08:13 AM

APV Register Batch - 03/17 TC Claims

APVREGISTER.FRX

All History

Grouped By Fund Number, Department

Ordered By Appropriation

DATE FILED	APV #	NAME OF PAYEE	PO #	APPROP #	APPROPRIATION	DESCRIPTION	AMOUNT	CHECK CHECK # DATE	MEMORANDUM
**Fund Number 1101 General									
**Department 100									
02/26/2025	10656	Payroll Fund		1101100111.000	Admin - Salary	02/28 P/R - Administration - Salary	15815.76	10656e 02/26/2025	
02/26/2025	10656	Payroll Fund		1101100114.000	Admin K9 Stipend	02/28 P/R - Administration - Stipend	146.00	10656e 02/26/2025	
02/26/2025	10656	Payroll Fund		1101100120.000	Admin FICA-Medicare	02/28 P/R - Administration - FICA Medicare	1173.15	10656e 02/26/2025	
02/26/2025	10656	Payroll Fund		1101100121.000	Admin - PERF Retirement	02/28 P/R - Civil Perf - Administration	2245.85	10656e 02/26/2025	
02/26/2025	10656	Payroll Fund		1101100121.500	Admin - 401a Match Retirement	02/28 P/R - ER 401a - Administration	350.97	10656e 02/26/2025	
02/26/2025	10656	Payroll Fund		1101100122.000	Admin - Health Insurance	02/28 P/R - ER HSA - Administration	183.74	10656e 02/26/2025	
03/10/2025	10826	Payroll Fund		1101100122.000	Admin - Health Insurance	Employer Dental March 2025 - Administration	184.86	10826e 03/10/2025	
02/26/2025	10675	Health Fund Account		1101100122.000	Admin - Health Insurance	Monthly ER Cost for Health Insurance - Administration	4167.08	10675e 02/26/2025	
01/02/2025	9939	Todd William Settle		1101100125.000	Admin - Workers' Compensation	Annual Worker Comp Invoice - Administration	548.72	74979 01/07/2025	
03/05/2025	10765	Chase Bank - PCard		1101100352.000	Admin Travel-Training-Seminars	Parking - Hage - One America Tower	15.00	/ /	
02/21/2025	10589	Chase Bank - PCard		1101100352.000	Admin Travel-Training-Seminars	Attend Tradeshow - Hage - Waste Water Equipment	90.00	/ /	
03/04/2025	10759	Indiana Association of Cities and Towns		1101100352.000	Admin Travel-Training-Seminars	IMA Annual Conference	175.00	/ /	
03/06/2025	10805	Amelia Lacy		1101100352.000	Admin Travel-Training-Seminars	Mileage Reimbursement	24.79	/ /	
02/21/2025	10589	Chase Bank - PCard		1101100375.000	Admin - Contractual Services	GrantWatch Annual Sub - Lingg - Grantwatch.com	199.00	/ /	
03/05/2025	10765	Chase Bank - PCard		1101100375.000	Admin - Contractual Services	Westlaw Legal Research - Oberlander - Thomson West	341.92	/ /	
03/05/2025	10765	Chase Bank - PCard		1101100375.000	Admin - Contractual Services	GrantWatch Refund - Lingg - Grantwatch.com	-199.00	/ /	
03/05/2025	10762	Bose Public Affairs Group LLC		1101100375.000	Admin - Contractual Services	January Pro Services	3500.00	/ /	

Accounts Payable Register

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DATE FILED	APV #	NAME OF PAYEE	PO #	APPROP #	APPROPRIATION	DESCRIPTION	AMOUNT	CHECK #	DATE	MEMORANDUM
03/04/2025	10759	Indiana Association of Cities and Towns		1101100393.000	Subscriptions-Dues-Memberships	IMA Membership	100.00		/ /	
SubTotal Department 100							29062.84			
**Department 110										
02/26/2025	10656	Payroll Fund		1101110111.000	Comm - Salary	02/28 P/R - Communications - Salary	3269.23	10656e	02/26/2025	
02/26/2025	10656	Payroll Fund		1101110120.000	Comm - FICA-Medicare	02/28 P/R - Communications - FICA Medicare	241.63	10656e	02/26/2025	
02/26/2025	10656	Payroll Fund		1101110121.000	Comm - PERF Retirement	02/28 P/R - Civil Perf - Communications	464.23	10656e	02/26/2025	
02/26/2025	10656	Payroll Fund		1101110121.500	Comm - 401a Match Retirement	02/28 P/R - ER 401a - Communications	163.46	10656e	02/26/2025	
02/26/2025	10675	Health Fund Account		1101110122.000	Comm Health Insurance	Monthly ER Cost for Health Insurance - Communication	768.90	10675e	02/26/2025	
03/10/2025	10826	Payroll Fund		1101110122.000	Comm Health Insurance	Employer Dental March 2025 - Communication	27.67	10826e	03/10/2025	
02/26/2025	10656	Payroll Fund		1101110122.000	Comm Health Insurance	02/28 P/R - ER HSA - Communications	56.01	10656e	02/26/2025	
03/10/2025	10824	Payroll Fund		1101110124.000	Comm - GTL/Disability	STD, LTD, GTL, ADD Feb 25 - Communication	43.36	10824e	03/10/2025	
01/02/2025	9939	Todd William Settle		1101110125.000	Comm - Workers' Compensation	Annual Worker Comp Invoice - Communications	116.20	74979	01/07/2025	
02/21/2025	10589	Chase Bank - PCard		1101110393.000	Subscriptions-Dues-Memberships	Heyzine Yearly Sub - Lingg - Heyzine.com	203.00		/ /	
03/05/2025	10765	Chase Bank - PCard		1101110393.000	Subscriptions-Dues-Memberships	Lebanon Reporter Subscription - Lingg - The Lebanon Reporter	10.99		/ /	
02/21/2025	10589	Chase Bank - PCard		1101110393.000	Subscriptions-Dues-Memberships	Mailchimp Monthly Fee - Lingg - Mailchimp	45.00		/ /	
SubTotal Department 110							5409.68			
**Department 120										
02/26/2025	10656	Payroll Fund		1101120113.000	Council - Part-time Salary	02/28 P/R - Town Council - PT Salary	7670.00	10656e	02/26/2025	
02/26/2025	10656	Payroll Fund		1101120120.000	Council - FICA-Medicare	02/28 P/R - Town Council - FICA Medicare	586.76	10656e	02/26/2025	
01/02/2025	9939	Todd William Settle		1101120125.000	Workers' Compensation	Annual Worker Comp Invoice - Town Council	123.70	74979	01/07/2025	

Accounts Payable Register

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DATE FILED	APV #	NAME OF PAYEE	PO #	APPROP #	APPROPRIATION	DESCRIPTION	AMOUNT	CHECK #	DATE	MEMORANDUM
SubTotal Department 120							8380.46			
**Department 130										
02/26/2025	10656	Payroll Fund		1101130111.000	Finance - Salary	02/28 P/R - Finance - Salary	19985.24	10656e	02/26/2025	
02/26/2025	10656	Payroll Fund		1101130120.000	Finance - FICA-Medicare	02/28 P/R - Finance - FICA Medicare	1509.17	10656e	02/26/2025	
02/26/2025	10656	Payroll Fund		1101130121.000	Finance - PERF Retirement	02/28 P/R - Civil Perf - Finance	2084.00	10656e	02/26/2025	
02/26/2025	10656	Payroll Fund		1101130121.500	Finance - 401a Match Retirement	02/28 P/R - ER 401a - Finance	720.54	10656e	02/26/2025	
03/10/2025	10826	Payroll Fund		1101130122.000	Finance - Health Insurance	Employer Dental March 2025 - Finance	226.84	10826e	03/10/2025	
02/26/2025	10675	Health Fund Account		1101130122.000	Finance - Health Insurance	Monthly ER Cost for Health Insurance - Finance	5982.22	10675e	02/26/2025	
02/26/2025	10656	Payroll Fund		1101130122.000	Finance - Health Insurance	02/28 P/R - ER HSA - Finance	141.35	10656e	02/26/2025	
03/10/2025	10824	Payroll Fund		1101130124.000	Finance - GTL/Disability	STD, LTD, GTL, ADD Feb 25 - Finance	204.49	10824e	03/10/2025	
01/02/2025	9939	Todd William Settle		1101130125.000	Finance - Workers' Compensation	Annual Worker Comp Invoice - Finance	700.40	74979	01/07/2025	
02/26/2025	10656	Payroll Fund		1101130128.000	Finance - Longevity Pay	02/28 P/R - Finance - Longevity	278.00	10656e	02/26/2025	
02/21/2025	10589	Chase Bank - PCard		1101130352.000	Finance - Travel-Training-Seminars	ILMCT Conference Registration - Poore - ILMCT	450.00		/ /	
03/05/2025	10765	Chase Bank - PCard		1101130354.000	Finance - Legal Notices	Biz Entity Report - Poore - Indiana Secretary of State	21.00		/ /	
02/21/2025	10589	Chase Bank - PCard		1101130354.000	Finance - Legal Notices	Legal Notice - Lacy - Boone Cty Recorder	26.00		/ /	
03/05/2025	10765	Chase Bank - PCard		1101130354.000	Finance - Legal Notices	Biz Entity Report - Poore - In Biz Conv. Fee	1.00		/ /	
SubTotal Department 130							32330.25			
**Department 135										
02/26/2025	10656	Payroll Fund		1101135113.000	Court Part-time Salary	02/28 P/R - Court - PT Salary	1182.00	10656e	02/26/2025	
02/26/2025	10656	Payroll Fund		1101135120.000	Court - FICA-Medicare	02/28 P/R - Court - FICA Medicare	90.42	10656e	02/26/2025	
01/02/2025	9939	Todd William Settle		1101135125.000	Court Workers' Compensation	Annual Worker Comp Invoice - Court	78.50	74979	01/07/2025	
03/10/2025	10820	Boone County Treasurer		1101135398.000	Boone Co Deferral Fees	February PDUF	1120.00	75236	03/10/2025	

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SubTotal Department 135							2470.92		
**Department 140									
02/26/2025	10656	Payroll Fund		1101140111.000	HR - Salary	02/28 P/R - HR - Salary	11347.06	10656e 02/26/2025	
02/26/2025	10656	Payroll Fund		1101140120.000	HR - FICA-Medicare	02/28 P/R - HR - FICA Medicare	866.59	10656e 02/26/2025	
02/26/2025	10656	Payroll Fund		1101140121.000	HR - PERF Retirement	02/28 P/R - Civil Perf - HR	1628.48	10656e 02/26/2025	
02/26/2025	10656	Payroll Fund		1101140121.500	HR - 401a Match Retirement	02/28 P/R - ER 401a - HR	376.51	10656e 02/26/2025	
03/10/2025	10826	Payroll Fund		1101140122.000	HR Health Insurance	Employer Dental March 2025 - HR	55.00	10826e 03/10/2025	
02/26/2025	10675	Health Fund Account		1101140122.000	HR Health Insurance	Monthly ER Cost for Health Insurance - HR	1308.68	10675e 02/26/2025	
02/26/2025	10656	Payroll Fund		1101140122.000	HR Health Insurance	02/28 P/R - ER HSA - HR	98.09	10656e 02/26/2025	
03/10/2025	10824	Payroll Fund		1101140124.000	HR - GTL/Disability	STD, LTD, GTL, ADD Feb 25 - HR	131.91	10824e 03/10/2025	
01/02/2025	9939	Todd William Settle		1101140125.000	HR - Workers' Compensation	Annual Worker Comp Invoice - HR	393.68	74979 01/07/2025	
02/26/2025	10656	Payroll Fund		1101140128.000	HR - Longevity Pay	02/28 P/R - HR - Longevity	121.00	10656e 02/26/2025	
02/21/2025	10589	Chase Bank - PCard		1101140352.000	HR - Travel-Training-Seminars	Resolve HR Conference - Morris - NFP Insurance Services	149.00	/ /	
02/21/2025	10589	Chase Bank - PCard		1101140352.000	HR - Travel-Training-Seminars	Seminar - Eggers - NFP Insurance Services	149.00	/ /	
02/21/2025	10589	Chase Bank - PCard		1101140364.000	HR - Promotions	Table Talk - Morris - Chick Fil A	106.74	/ /	
02/21/2025	10589	Chase Bank - PCard		1101140364.000	HR - Promotions	Table Talk - Morris - Chick Fil A	26.75	/ /	
03/05/2025	10765	Chase Bank - PCard		1101140364.000	HR - Promotions	Working Lunch - Kiel - Cafe Patachou	38.61	/ /	
SubTotal Department 140							16797.10		
**Department 150									
02/26/2025	10656	Payroll Fund		1101150111.000	IT - Salary	02/28 P/R - IT - Salary	10590.85	10656e 02/26/2025	
02/26/2025	10656	Payroll Fund		1101150113.000	IT - Part-time Salary	02/28 P/R - IT - PT Salary	75.20	10656e 02/26/2025	
02/26/2025	10656	Payroll Fund		1101150120.000	IT - FICA-Medicare	02/28 P/R - IT - FICA Medicare	784.93	10656e 02/26/2025	
02/26/2025	10656	Payroll Fund		1101150121.000	IT - PERF Retirement	02/28 P/R - Civil Perf - IT	1531.16	10656e 02/26/2025	
02/26/2025	10656	Payroll Fund		1101150121.500	IT - 401a Match Retirement	02/28 P/R - ER 401a - IT	192.20	10656e 02/26/2025	
02/26/2025	10675	Health Fund Account		1101150122.000	IT Health Insurance	Monthly ER Cost for Health Insurance - IT	6008.00	10675e 02/26/2025	
02/26/2025	10656	Payroll Fund		1101150122.000	IT Health Insurance	02/28 P/R - ER HSA - IT	127.73	10656e 02/26/2025	

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DATE FILED	APV #	NAME OF PAYEE	PO #	APPROP #	APPROPRIATION	DESCRIPTION	AMOUNT	CHECK CHECK # DATE	MEMORANDUM
03/10/2025	10826	Payroll Fund		1101150122.000	IT Health Insurance	Employer Dental March 2025 - IT	224.41	10826e 03/10/2025	
03/10/2025	10824	Payroll Fund		1101150124.000	IT - GTL/Disability	STD, LTD, GTL, ADD Feb 25 - IT	131.83	10824e 03/10/2025	
01/02/2025	9939	Todd William Settle		1101150125.000	IT - Workers Compensation	Annual Worker Comp Invoice - IT	414.98	74979 01/07/2025	
02/26/2025	10656	Payroll Fund		1101150128.000	IT - Longevity Pay	02/28 P/R - IT - Longevity	192.00	10656e 02/26/2025	
03/10/2025	10821	Sondhi Solutions LLC		1101150310.100	IT - Consulting	IT & Cybersecurity Assessment	5262.00	/ /	
03/05/2025	10765	Chase Bank - PCard		1101150351.000	IT - Telephone & Mobile Devices	Internet Service - Riley - Everstream	1030.00	/ /	
03/10/2025	10822	RingCentral Inc		1101150351.000	IT - Telephone & Mobile Devices	New Telephones and Plan	21416.48	/ /	
03/06/2025	10803	Van Ausdall & Farrar Inc		1101150375.000	IT - Contractual Services	Ricoh Copiers ZPD	197.96	/ /	
03/10/2025	10823	Van Ausdall & Farrar Inc		1101150375.000	IT - Contractual Services	Ricoh Copiers	1421.38	/ /	
03/06/2025	10800	Computer System Integration LLC		1101150375.000	IT - Contractual Services	Agreement Align MSA	1847.10	/ /	
03/06/2025	10803	Van Ausdall & Farrar Inc		1101150375.000	IT - Contractual Services	Ricoh Copiers Town Hall	20.42	/ /	
03/05/2025	10765	Chase Bank - PCard		1101150394.000	IT - Software Licensing	Zoom Monthly - Rust - Zoom.com	1231.74	/ /	
03/05/2025	10765	Chase Bank - PCard		1101150394.000	IT - Software Licensing	Uniden Software Upgrade - Rust - Unidenservices Inc.	50.00	/ /	
02/21/2025	10589	Chase Bank - PCard		1101150394.000	IT - Software Licensing	Microsoft Data Services - Rust - Microsoft	18.60	/ /	
03/05/2025	10765	Chase Bank - PCard		1101150394.000	IT - Software Licensing	Apple MDM - Rust - Business.apple.com	49.29	/ /	
02/21/2025	10589	Chase Bank - PCard		1101150394.000	IT - Software Licensing	SSL Cert Renewal - Rust - Godaddy	449.99	/ /	
03/06/2025	10801	Colossus Inc		1101150394.000	IT - Software Licensing	Mobile 10 Software License	15356.00	/ /	
02/21/2025	10589	Chase Bank - PCard		1101150394.000	IT - Software Licensing	Mix Effect Software - Rust - Apple.com	49.99	/ /	
03/06/2025	10802	Safari Micro Inc		1101150394.000	IT - Software Licensing	NetMotion License Renewal	18006.20	/ /	
03/05/2025	10765	Chase Bank - PCard		1101150394.000	IT - Software Licensing	Uniden Software Upgrade - Rust - Unidenservices Inc.	50.00	/ /	
03/06/2025	10800	Computer System Integration LLC		1101150394.000	IT - Software Licensing	Veam Implementation	12380.00	/ /	
02/21/2025	10589	Chase Bank - PCard		1101150394.000	IT - Software Licensing	Grlevel3 Software Licensing - Rust - GRlevelx	3959.00	/ /	
03/05/2025	10765	Chase Bank - PCard		1101150446.000	IT - Computers	Wireless Homi Transmitters - Rust - Amazon	479.09	/ /	
03/05/2025	10765	Chase Bank - PCard		1101150446.000	IT - Computers	Label Maker/Tape - Rust - Amazon	556.43	/ /	

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DATE FILED	APV #	NAME OF PAYEE	PO #	APPROP #	APPROPRIATION	DESCRIPTION	AMOUNT	CHECK CHECK # DATE	MEMORANDUM
03/05/2025	10765	Chase Bank - PCard		1101150446.000	IT - Computers	Digital Audio Recorder - Rust - B&H Photo	590.90	/ /	
02/21/2025	10589	Chase Bank - PCard		1101150446.000	IT - Computers	Ipad Case - Rust - Amazon	66.98	/ /	
02/21/2025	10589	Chase Bank - PCard		1101150446.000	IT - Computers	Samsung Monitor - Rust - Best Buy	1283.99	/ /	
02/21/2025	10589	Chase Bank - PCard		1101150446.000	IT - Computers	Label Maker and Tape - Rust - Amazon	271.44	/ /	
03/06/2025	10802	Safari Micro Inc		1101150446.000	IT - Computers	Surface Tablet, Thinkpad, Monitors	3906.82	/ /	
03/06/2025	10802	Safari Micro Inc		1101150446.000	IT - Computers	MicroSoft Surface Keyboard	94.84	/ /	
SubTotal Department 150							110319.93		
**Department 160									
02/26/2025	10656	Payroll Fund		1101160111.000	Mayor - Salary	02/28 P/R - Mayor - Salary	5769.23	10656e 02/26/2025	
02/26/2025	10656	Payroll Fund		1101160120.000	Mayor - FICA-Medicare	02/28 P/R - Mayor - FICA Medicare	434.80	10656e 02/26/2025	
02/26/2025	10656	Payroll Fund		1101160121.000	Mayor - PERF Retirement	02/28 P/R - Civil Perf - Mayor	819.23	10656e 02/26/2025	
02/26/2025	10656	Payroll Fund		1101160121.500	Mayor - 401a Match Retirement	02/28 P/R - ER 401a - Mayor	288.46	10656e 02/26/2025	
02/26/2025	10675	Health Fund Account		1101160122.000	Mayor - Health Insurance	Monthly ER Cost for Health Insurance - Mayor	1487.10	10675e 02/26/2025	
03/10/2025	10824	Payroll Fund		1101160124.000	Mayor - GTL/Disability	STD, LTD, GTL, ADD Feb 25 - Mayor	40.69	10824e 03/10/2025	
01/02/2025	9939	Todd William Settle		1101160125.000	Mayor - Workers' Compensation	Annual Worker Comp Invoice - Mayor	202.33	74979 01/07/2025	
03/05/2025	10765	Chase Bank - PCard		1101160364.000	Mayor - Promotions	Welcome Center Graphics - Adams - Indy's Pro Graphix	275.00	/ /	
SubTotal Department 160							9316.84		
**Department 170									
02/26/2025	10656	Payroll Fund		1101170111.000	P & Z - Salary	02/28 P/R - Planning - Salary	48328.71	10656e 02/26/2025	
02/26/2025	10656	Payroll Fund		1101170113.000	P & Z - Part-time Salary	02/28 P/R - Planning - PT Salary	400.00	10656e 02/26/2025	
02/26/2025	10656	Payroll Fund		1101170114.000	Planning Stipend	02/28 P/R - Planning - Stipend	60.00	10656e 02/26/2025	
02/26/2025	10656	Payroll Fund		1101170120.000	P & Z - FICA-Medicare	02/28 P/R - Planning - FICA Medicare	3582.12	10656e 02/26/2025	
02/26/2025	10656	Payroll Fund		1101170121.000	P & Z - PERF Retirement	02/28 P/R - Civil Perf - Planning	6224.63	10656e 02/26/2025	
02/26/2025	10656	Payroll Fund		1101170121.500	P & Z - 401a Match Retirement	02/28 P/R - ER 401a - Planning	1506.36	10656e 02/26/2025	

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03/10/2025	10826	Payroll Fund		1101170122.000	P & Z Health Insurance	Employer Dental March 2025 - Planning	770.36	10826e 03/10/2025	
02/26/2025	10675	Health Fund Account		1101170122.000	P & Z Health Insurance	Monthly ER Cost for Health Insurance - Planning	18181.00	10675e 02/26/2025	
02/26/2025	10656	Payroll Fund		1101170122.000	P & Z Health Insurance	02/28 P/R - ER HSA - Planning	895.90	10656e 02/26/2025	
03/10/2025	10824	Payroll Fund		1101170124.000	P & Z - GTL/Disability	STD, LTD, GTL, ADD Feb 25 - Planning	643.46	10824e 03/10/2025	
01/02/2025	9939	Todd William Settle		1101170125.000	P & Z Workers' Compensation	Annual Worker Comp Invoice - Planning	11592.23	74979 01/07/2025	
02/26/2025	10656	Payroll Fund		1101170128.000	P & Z - Longevity Pay	02/28 P/R - Planning - Longevity	641.00	10656e 02/26/2025	
03/05/2025	10765	Chase Bank - PCard		1101170214.000	P & Z - Office Supplies	PC & BZA Yard Signs - Dale - Zionsville Printing Pros	1000.00	/ /	
02/21/2025	10589	Chase Bank - PCard		1101170214.000	P & Z - Office Supplies	Office Supplies - Mason - Amazon	53.60	/ /	
02/21/2025	10589	Chase Bank - PCard		1101170214.000	P & Z - Office Supplies	Stamps - Koenig - USPS	14.60	/ /	
02/21/2025	10589	Chase Bank - PCard		1101170214.000	P & Z - Office Supplies	CED Office supplies - Mason - Amazon	69.60	/ /	
02/21/2025	10589	Chase Bank - PCard		1101170214.000	P & Z - Office Supplies	Office Supplies - Mason - Amazon	30.99	/ /	
02/21/2025	10589	Chase Bank - PCard		1101170214.000	P & Z - Office Supplies	Office Supplies - Mason - Amazon	83.63	/ /	
03/05/2025	10765	Chase Bank - PCard		1101170230.000	P & Z - Fuel-Vehicle	Fraudulent Charge - Mason - Wawa	175.00	/ /	
03/05/2025	10765	Chase Bank - PCard		1101170230.000	P & Z - Fuel-Vehicle	Fraudulent Charge - Mason - Wawa	175.00	/ /	
03/05/2025	10765	Chase Bank - PCard		1101170230.000	P & Z - Fuel-Vehicle	Fraudulent Charge - Mason - Wawa	175.00	/ /	
03/05/2025	10765	Chase Bank - PCard		1101170230.000	P & Z - Fuel-Vehicle	Fraudulent Charge - Mason - Wawa	175.00	/ /	
02/26/2025	10677	Taylor Minnette Schneider & Clutter PC		1101170311.000	P & Z - Legal Fees	BZA Appeals Feb 2025	1690.50	/ /	
03/06/2025	10798	Hannum Wagle & Cline Engineering Inc		1101170312.000	P & Z - Engineering	Comprehensive Plan	30096.00	/ /	
03/03/2025	10716	Egis BLN USA Inc		1101170312.000	P & Z - Engineering	Engineering Services Planning Jan-Feb 2025	38355.29	/ /	
02/26/2025	10676	A&F Engineering Co LLC		1101170312.000	P & Z - Engineering	Engineering Monthly On Call Retainer	1150.00	/ /	
02/21/2025	10589	Chase Bank - PCard		1101170352.000	P & Z -	Delta Baggage - Dale - Delta	35.00	/ /	

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					Travel-Training-Seminars				
02/21/2025	10589	Chase Bank - PCard		1101170352.000	P & Z - Travel-Training-Seminars	AA Refund - Dale - American	-37.30	/ /	
02/21/2025	10589	Chase Bank - PCard		1101170352.000	P & Z - Travel-Training-Seminars	Delta Baggage - Dale - Delta	35.00	/ /	
03/05/2025	10765	Chase Bank - PCard		1101170365.000	P & Z - Vehicle Repair & Maintenance	Wiper Blades - Dale - Ed Martin Buick GMC	81.23	/ /	
02/21/2025	10589	Chase Bank - PCard		1101170365.000	P & Z - Vehicle Repair & Maintenance	Tire - Lathrop - Belle Tire	273.24	/ /	
03/05/2025	10765	Chase Bank - PCard		1101170365.000	P & Z - Vehicle Repair & Maintenance	Carwash - Dale - Crew Carwash	12.00	/ /	
02/21/2025	10589	Chase Bank - PCard		1101170365.000	P & Z - Vehicle Repair & Maintenance	Carwash - Koenig - Crew Carwash	12.00	/ /	
03/06/2025	10799	Valerie J Gangwer		1101170375.000	P & Z - Contractual Services	PC Transcription 02/25	328.20	/ /	
03/03/2025	10718	Lumasis		1101170375.000	P & Z - Contractual Services	Lumasis Domain Name Renewal	26.00	/ /	
03/06/2025	10799	Valerie J Gangwer		1101170375.000	P & Z - Contractual Services	BZA Transcription 02/25	360.00	/ /	
02/21/2025	10589	Chase Bank - PCard		1101170393.000	Subscriptions-Dues-Members hips	IBJ Monthly Sub - Koenig - IBJ Online	16.00	/ /	
02/21/2025	10589	Chase Bank - PCard		1101170439.000	P & Z - Vehicle	Parking Fee - Dale - Indianapolis Airport	54.00	/ /	
02/21/2025	10589	Chase Bank - PCard		1101170439.000	P & Z - Vehicle	Parking Fee - Dale - Capital Common	35.00	/ /	
SubTotal Department 170							167300.35		
**Department 190									
02/26/2025	10656	Payroll Fund		1101190113.000	P/A - Part-time Salary	02/28 P/R - Public Assistance - PT Salary	546.00	10656e 02/26/2025	
02/26/2025	10656	Payroll Fund		1101190120.000	P/A - FICA-Medicare	02/28 P/R - Public Assistance - FICA Medicare	41.77	10656e 02/26/2025	
01/02/2025	9939	Todd William Settle		1101190125.000	P/A - Workers' Compensation	Annual Worker Comp Invoice - Public Assistance	27.00	74979 01/07/2025	
03/07/2025	10807	C R Hutcheson		1101190381.000	Direct Relief Shelter	Rental Assistance	650.00	75235 03/07/2025	
02/21/2025	10589	Chase Bank - PCard		1101190381.000	Direct Relief Shelter	Shelter Assistance - Poore - Woodspring Suites	462.00	/ /	
03/05/2025	10766	The Reserve at Williams Glen		1101190381.000	Direct Relief Shelter	Rental Assistance	1138.00	75233 03/05/2025	
03/07/2025	10807	C R Hutcheson		1101190382.000	Direct Relief Fuel	Fuel Assistance	520.02	75235 03/07/2025	
03/05/2025	10766	The Reserve at Williams Glen		1101190383.000	Direct Relief Utility Services	Utility Assistance	30.84	75233 03/05/2025	

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02/27/2025	10684	Cinergy Corporation		1101190383.000	Direct Relief Utility Services	Utility Assistance	1216.27	75139 02/27/2025	
03/03/2025	10755	Boone REMC		1101190383.000	Direct Relief Utility Services	Utility Assistance	565.00	75140 03/03/2025	
03/05/2025	10768	Boone REMC		1101190383.000	Direct Relief Utility Services	Utility Assistance	164.52	75234 03/05/2025	
01/09/2025	10105	Meijer		1101190385.000	Direct Relief Food/Clothing/Necessities	Food gift cards for family displaced by fire	200.00	75000 01/09/2025	
SubTotal Department 190							5561.42		
**Department 330									
02/26/2025	10656	Payroll Fund		1101330111.000	Salary	02/28 P/R - Facilities - Salary	5870.80	10656e 02/26/2025	
02/26/2025	10656	Payroll Fund		1101330120.000	FICA - Medicare	02/28 P/R - Facilities - FICA Medicare	454.59	10656e 02/26/2025	
02/26/2025	10656	Payroll Fund		1101330121.000	PERF	02/28 P/R - Civil Perf - Facilities	840.47	10656e 02/26/2025	
02/26/2025	10656	Payroll Fund		1101330121.500	401a Match	02/28 P/R - ER 401a - Facilities	250.18	10656e 02/26/2025	
03/10/2025	10826	Payroll Fund		1101330122.000	Health Insurances	Employer Dental March 2025 - Facilities	112.34	10826e 03/10/2025	
02/26/2025	10675	Health Fund Account		1101330122.000	Health Insurances	Monthly ER Cost for Health Insurance - Facilities	768.90	10675e 02/26/2025	
02/26/2025	10656	Payroll Fund		1101330122.000	Health Insurances	02/28 P/R - ER HSA - Facilities	56.01	10656e 02/26/2025	
03/10/2025	10824	Payroll Fund		1101330124.000	GTL-Disability	STD, LTD, GTL, ADD Feb 25 - Facilities	85.12	10824e 03/10/2025	
01/02/2025	9939	Todd William Settle		1101330125.000	Facilities Worker's Comp	Annual Worker Comp Invoice - Facilities	4156.60	74979 01/07/2025	
02/26/2025	10656	Payroll Fund		1101330128.000	Longevity Pay	02/28 P/R - Facilities - Longevity	48.00	10656e 02/26/2025	
02/27/2025	10689	Boone REMC Lockbox		1101330342.000	Electric	850 E Oak St	98.37	10689e 03/03/2025	
02/27/2025	10689	Boone REMC Lockbox		1101330342.000	Electric	9751 Irishmans Run Ln	736.80	10689e 03/03/2025	
02/27/2025	10688	Cinergy Corporation		1101330342.000	Electric	Multiple Addresses	5488.30	10688e 02/27/2025	
02/27/2025	10689	Boone REMC Lockbox		1101330342.000	Electric	Town of Zionsville S/L & Sirens	1379.57	10689e 03/03/2025	
02/27/2025	10689	Boone REMC Lockbox		1101330342.000	Electric	5929 S 700 E	57.62	10689e 03/03/2025	
02/27/2025	10689	Boone REMC Lockbox		1101330342.000	Electric	Huntington Woods Dec S/L	184.50	10689e 03/03/2025	
02/27/2025	10689	Boone REMC Lockbox		1101330342.000	Electric	Blackstone Dr	71.75	10689e 03/03/2025	
02/27/2025	10685	Citizens Energy Group		1101330344.000	Water-Sewer	1100 W Oak St Bldg New	311.42	10685e 03/03/2025	
02/27/2025	10685	Citizens Energy Group		1101330344.000	Water-Sewer	100 W Pine St	30.08	10685e 03/03/2025	
02/27/2025	10685	Citizens Energy Group		1101330344.000	Water-Sewer	1075 Parkway Dr	326.31	10685e 03/03/2025	
02/27/2025	10685	Citizens Energy Group		1101330344.000	Water-Sewer	10855 Creek Way Unit Irrig	110.80	10685e 03/03/2025	

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02/21/2025	10589	Chase Bank - PCard		1101330366.000	Building Repair and Maintenance	Facilities Electrical Supplies - Adams - The Home Depot	59.08		/ /	
02/21/2025	10589	Chase Bank - PCard		1101330366.000	Building Repair and Maintenance	Shane's Office - Willig - Great Lakes Ace	35.97		/ /	
02/05/2025	10429	Chase Bank - PCard		1101330366.000	Building Repair and Maintenance	Space Heater - Adams - Great Lakes Ace	89.99	10429E	02/25/2025	
03/05/2025	10765	Chase Bank - PCard		1101330366.000	Building Repair and Maintenance	Facilities Batteries - Adams - Lowes	80.92		/ /	
03/05/2025	10765	Chase Bank - PCard		1101330366.000	Building Repair and Maintenance	Facilities Vehicle Repair - Adams - The Home Depot	37.73		/ /	
02/21/2025	10589	Chase Bank - PCard		1101330366.000	Building Repair and Maintenance	Facilities Electrical Supplies - Adams - The Home Depot	29.66		/ /	
03/05/2025	10765	Chase Bank - PCard		1101330366.000	Building Repair and Maintenance	TH Water Softener Cleaner - Adams - The Home Depot	64.68		/ /	
02/05/2025	10429	Chase Bank - PCard		1101330366.000	Building Repair and Maintenance	Tools - Adams - Homedepot.com	29.96	10429E	02/25/2025	
03/06/2025	10772	Cintas Corporation		1101330375.000	Contractual Services	Mat/Towel Service - Town hall	43.39		/ /	
03/06/2025	10772	Cintas Corporation		1101330375.000	Contractual Services	Mat/Towel Service - Town hall	43.39		/ /	
03/06/2025	10778	Midwest Landscape Industries Inc		1101330375.000	Contractual Services	Snow Removal - Town Hall	2670.00		/ /	
03/06/2025	10778	Midwest Landscape Industries Inc		1101330375.000	Contractual Services	Snow Removal - Town Hall	545.00		/ /	
SubTotal Department 330							25168.30			
**Department 999										
02/21/2025	10589	Chase Bank - PCard		1101999375.000	N/D - Contractual Services	Town Hall Signage - Adams - Diskey Signs & Graphic	95.00		/ /	
SubTotal Department 999							95.00			
SubTotal Fund Number 1101							412213.09			
**Fund Number 1102 Fire Territory Operating										
**Department 210 FIRE DEPARTMENT										
02/26/2025	10656	Payroll Fund		1102210111.000	Salary	02/28 P/R - Fire - Salary	8319.70	10656e	02/26/2025	
02/26/2025	10656	Payroll Fund		1102210112.000	Over-time Salary	02/28 P/R - Fire - OT Salary	25051.78	10656e	02/26/2025	
02/26/2025	10656	Payroll Fund		1102210113.000	Part-time Salary	02/28 P/R - Fire - PT Salary	1531.64	10656e	02/26/2025	
02/26/2025	10656	Payroll Fund		1102210114.000	Medic Stipend	02/28 P/R - Fire - Stipend	16888.12	10656e	02/26/2025	

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02/26/2025	10656	Payroll Fund		1102210120.000	FICA-Medicare	02/28 P/R - Fire - FICA Medicare	26292.43	10656e 02/26/2025	
02/26/2025	10656	Payroll Fund		1102210121.000	PERF	02/28 P/R - Civil Perf - Fire	2523.93	10656e 02/26/2025	
02/26/2025	10656	Payroll Fund		1102210121.000	PERF	02/28 P/R - Perf - Fire	80756.82	10656e 02/26/2025	
02/26/2025	10656	Payroll Fund		1102210121.500	401a Match	02/28 P/R - ER 401a - Fire	11032.43	10656e 02/26/2025	
02/26/2025	10675	Health Fund Account		1102210122.000	Fire Health Insurance	Monthly ER Cost for Health Insurance - Fire	130166.76	10675e 02/26/2025	
02/26/2025	10656	Payroll Fund		1102210122.000	Fire Health Insurance	02/28 P/R - ER HSA - Fire	5033.07	10656e 02/26/2025	
03/10/2025	10826	Payroll Fund		1102210122.000	Fire Health Insurance	Employer Dental March 2025 - Fire	5744.55	10826e 03/10/2025	
03/10/2025	10824	Payroll Fund		1102210124.000	GTL-Disability	STD, LTD, GTL, ADD Feb 25 - Fire	4106.52	10824e 03/10/2025	
01/02/2025	9939	Todd William Settle		1102210125.000	Fire - Worker's Comp	Annual Worker Comp Invoice - Fire	212871.69	74979 01/07/2025	
02/26/2025	10656	Payroll Fund		1102210128.000	Longevity Pay	02/28 P/R - Fire - Longevity	7584.00	10656e 02/26/2025	
02/21/2025	10589	Chase Bank - PCard		1102210211.000	Postage	Stamps - Howard - USPS Kiosk	21.90	/ /	
03/07/2025	10809	MES I Acquisition Inc		1102210213.000	Uniforms	Bugles for ECampbell	31.04	/ /	
03/07/2025	10810	MES I Acquisition Inc		1102210213.000	Uniforms	Stryke Pant THenderson	75.00	/ /	
03/06/2025	10787	MES I Acquisition Inc		1102210213.000	Uniforms	Masters Pants 44X34	148.69	/ /	
03/03/2025	10710	MES I Acquisition Inc		1102210213.000	Uniforms	ECampbell Arm Braids	26.00	/ /	
03/03/2025	10710	MES I Acquisition Inc		1102210213.000	Uniforms	ECampbell Stryke Pant	84.69	/ /	
03/03/2025	10713	Raymond Kline		1102210213.000	Uniforms	Duty Shoes	90.00	/ /	
03/03/2025	10711	MES I Acquisition Inc		1102210213.000	Uniforms	ECampbell Stryke Pant Black	84.69	/ /	
02/21/2025	10589	Chase Bank - PCard		1102210213.000	Uniforms	Boots - Howard - Amazon	113.99	/ /	
03/03/2025	10711	MES I Acquisition Inc		1102210213.000	Uniforms	Belt Size 46	48.69	/ /	
03/05/2025	10765	Chase Bank - PCard		1102210214.000	Office Supplies	Frames - Gommel - Officesupply.com	189.36	/ /	
03/05/2025	10765	Chase Bank - PCard		1102210214.000	Office Supplies	Supplies - Howard - Amazon	64.27	/ /	
03/05/2025	10765	Chase Bank - PCard		1102210214.000	Office Supplies	Business Card Holders - Howard - Amazon	139.18	/ /	
02/21/2025	10589	Chase Bank - PCard		1102210214.000	Office Supplies	MicroSD Card - Howard - Amazon	14.49	/ /	
02/21/2025	10589	Chase Bank - PCard		1102210224.000	Operating Supplies	Demo Truck Wash - Gibbons - Yeagers Detail	139.50	/ /	
01/03/2025	9970	Penn Care Inc		1102210224.000	Operating Supplies	EMS Supplies	379.40	74972 01/07/2025	
03/03/2025	10709	The Health & Hospital Corp of Marion Co		1102210224.000	Operating Supplies	EMS Supplies	2026.92	/ /	

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03/06/2025	10785	W W Grainger Inc		1102210224.000	Operating Supplies	Shoe Covers	103.92	/ /	
03/05/2025	10765	Chase Bank - PCard		1102210224.000	Operating Supplies	Compressed Oxygen - Howard - Indiana Oxygen	313.85	/ /	
03/05/2025	10765	Chase Bank - PCard		1102210224.000	Operating Supplies	Awards for Banquet - Howard - Naptown Etching	250.00	/ /	
03/05/2025	10765	Chase Bank - PCard		1102210224.000	Operating Supplies	Fentanyl Labels - Henderson - Heath Care Logistics	26.80	/ /	
02/21/2025	10589	Chase Bank - PCard		1102210224.000	Operating Supplies	ZFD Station 92 Laundry Detergent - Adams - Homedepot.com	72.40	/ /	
03/03/2025	10714	Taylor Oil Co Inc		1102210230.000	Fuel-Vehicle	Fuel Used 45 Gal	175.20	/ /	
03/03/2025	10715	Taylor Oil Co Inc		1102210230.000	Fuel-Vehicle	Fuel Thru 02/20	1529.57	/ /	
03/06/2025	10784	Ascension St Vincent Hosp & Healthcare		1102210314.000	Medical Testing	Wellness Evaluation	109.90	/ /	
02/27/2025	10690	Boone REMC Lockbox		1102210342.000	Electric	Ford Rd and SR 334	1166.77	10690e 03/03/2025	
02/27/2025	10690	Boone REMC Lockbox		1102210342.000	Electric	5793 S 700 E	1335.64	10690e 03/03/2025	
03/05/2025	10765	Chase Bank - PCard		1102210344.000	Sewer/Water	ST93 Sewer/Water - Howard - Town of Whitestown	256.76	/ /	
02/27/2025	10686	Citizens Energy Group		1102210344.000	Sewer/Water	100 N Ford Rd	282.98	10686e 03/03/2025	
02/27/2025	10686	Citizens Energy Group		1102210344.000	Sewer/Water	5793 S CR 700 E	224.57	10686e 03/03/2025	
02/21/2025	10589	Chase Bank - PCard		1102210351.000	Telephone	Firstnet Data Fire - Riley - At&t Payment	414.78	/ /	
03/07/2025	10808	EMSeducation.net		1102210352.000	Travel-Training Seminars	Account Renewals	4950.00	/ /	
03/05/2025	10765	Chase Bank - PCard		1102210352.000	Travel-Training Seminars	Food - Sauer - Store	15.71	/ /	
03/05/2025	10765	Chase Bank - PCard		1102210352.000	Travel-Training Seminars	Food - Sauer - Portillos	19.03	/ /	
03/05/2025	10765	Chase Bank - PCard		1102210352.000	Travel-Training Seminars	Food - Sauer - Taco Bell	21.66	/ /	
03/05/2025	10765	Chase Bank - PCard		1102210352.000	Travel-Training Seminars	Training - Sparks - Fire Dept Training Net	324.00	/ /	
03/05/2025	10765	Chase Bank - PCard		1102210352.000	Travel-Training Seminars	Food - Sauer - Panda Express	14.85	/ /	
02/21/2025	10589	Chase Bank - PCard		1102210352.000	Travel-Training Seminars	Conference Registration - Frost - Fire Inspectors Association	1200.00	/ /	
03/05/2025	10765	Chase Bank - PCard		1102210352.000	Travel-Training Seminars	NRENT Test - Coonfield - National Registry EMT	104.00	/ /	
03/05/2025	10765	Chase Bank - PCard		1102210352.000	Travel-Training Seminars	Hotel for Training - Howard - Courtyard St. Paul	574.68	/ /	
03/05/2025	10765	Chase Bank - PCard		1102210352.000	Travel-Training Seminars	Food - Sauer - Burger King	13.81	/ /	

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DATE FILED	APV #	NAME OF PAYEE	PO #	APPROP #	APPROPRIATION	DESCRIPTION	AMOUNT	CHECK CHECK # DATE	MEMORANDUM
03/05/2025	10765	Chase Bank - PCard		1102210352.000	Travel-Training Seminars	Parking - Sauer - Courtyard St. Paul	20.00	//	
03/05/2025	10765	Chase Bank - PCard		1102210352.000	Travel-Training Seminars	Food - Sauer - Arby's	13.96	//	
03/05/2025	10765	Chase Bank - PCard		1102210352.000	Travel-Training Seminars	Food - Sauer - Raising Canes	12.99	//	
03/05/2025	10765	Chase Bank - PCard		1102210352.000	Travel-Training Seminars	NRENT Test - Coonfield - National Registry EMT	104.00	//	
03/05/2025	10765	Chase Bank - PCard		1102210352.000	Travel-Training Seminars	Wood for Academy - Sparks - Lowes	36.98	//	
02/21/2025	10589	Chase Bank - PCard		1102210352.000	Travel-Training Seminars	Meal for First Due Presentation - Howard - McAlister's	290.39	//	
03/05/2025	10765	Chase Bank - PCard		1102210352.000	Travel-Training Seminars	NRENT Test - Coonfield - National Registry EMT	104.00	//	
03/03/2025	10712	Prof Fire Fighters Union of Indiana Inc		1102210352.000	Travel-Training Seminars	Student Enrollments	1000.00	//	
03/05/2025	10765	Chase Bank - PCard		1102210352.000	Travel-Training Seminars	Food - Sauer - Potbelly	11.35	//	
03/05/2025	10765	Chase Bank - PCard		1102210352.000	Travel-Training Seminars	Membership Dues - Frost - Indiana Association	65.00	//	
03/05/2025	10765	Chase Bank - PCard		1102210364.000	Promotions	Dinner for Coverage Crew - Gibbons - Zionsville Pizzeria	232.47	//	
03/05/2025	10765	Chase Bank - PCard		1102210364.000	Promotions	Tax Reimbursement - Frost - Kroger	-3.08	//	
02/21/2025	10589	Chase Bank - PCard		1102210364.000	Promotions	Project Lifesaver Supplies - Frost - Project Lifesaver Inc.	216.16	//	
03/05/2025	10765	Chase Bank - PCard		1102210364.000	Promotions	Food for Public Education - Frost - Kroger	2.49	//	
02/21/2025	10589	Chase Bank - PCard		1102210364.000	Promotions	Smoke Detectors - Betzner - Great Lakes Ace	155.97	//	
02/21/2025	10589	Chase Bank - PCard		1102210364.000	Promotions	Items for Swearing In - Howard - Meijer	23.11	//	
03/07/2025	10811	Boone County Child Advocacy Ctr		1102210364.000	Promotions	Sylvia's Breakfast Table	250.00	//	
03/05/2025	10765	Chase Bank - PCard		1102210364.000	Promotions	PLS Supplies - Frost - Project Lifesaver Inc.	43.57	//	
03/05/2025	10765	Chase Bank - PCard		1102210364.000	Promotions	Food - Frost - Chick Fil A	184.76	//	
02/21/2025	10589	Chase Bank - PCard		1102210364.000	Promotions	Gift Bags - Howard - Amazon	66.95	//	
03/05/2025	10765	Chase Bank - PCard		1102210364.000	Promotions	Frames for Awards - Howard - Target.com	127.36	//	
03/05/2025	10765	Chase Bank - PCard		1102210364.000	Promotions	Food for Public Education - Frost	87.02	//	

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						- Kroger			
02/21/2025	10589	Chase Bank - PCard		1102210365.000	Vehicle Maintenance	Shelf - Sauer - Grainger	148.42	//	
02/21/2025	10589	Chase Bank - PCard		1102210365.000	Vehicle Maintenance	Hardware Car 9901 - VLHA - Great Lakes Ace	10.54	//	
02/21/2025	10589	Chase Bank - PCard		1102210365.000	Vehicle Maintenance	Power Converter - Howard - Etrailer Corporation	233.11	//	
02/21/2025	10589	Chase Bank - PCard		1102210365.000	Vehicle Maintenance	Gasket Material - VLHA - Grainger	127.72	//	
02/21/2025	10589	Chase Bank - PCard		1102210365.000	Vehicle Maintenance	E292 Drive Tires - Vangorder - Gem City Tire	2952.02	//	
02/21/2025	10589	Chase Bank - PCard		1102210365.000	Vehicle Maintenance	Electrical Connectors	74.99	//	
03/05/2025	10765	Chase Bank - PCard		1102210365.000	Vehicle Maintenance	Brake Parts - Sauer - Bill Estes Ford	27.80	//	
03/05/2025	10765	Chase Bank - PCard		1102210365.000	Vehicle Maintenance	Hardware - Sauer - Lowes	20.12	//	
03/05/2025	10765	Chase Bank - PCard		1102210365.000	Vehicle Maintenance	Brake Parts - Sauer - Bill Estes Ford	867.25	//	
02/21/2025	10589	Chase Bank - PCard		1102210365.000	Vehicle Maintenance	Truck Weight - Russell - TA Whitestown	14.00	//	
02/21/2025	10589	Chase Bank - PCard		1102210365.000	Vehicle Maintenance	E292 Exhaust Parts - Vangorder - Fleetpride	138.07	//	
02/21/2025	10589	Chase Bank - PCard		1102210365.000	Vehicle Maintenance	Oil Change - Betzner - Bill Estes Chevrolet	90.56	//	
02/21/2025	10589	Chase Bank - PCard		1102210365.000	Vehicle Maintenance	CLR Remover - Sauer - Lowes	68.94	//	
02/21/2025	10589	Chase Bank - PCard		1102210365.000	Vehicle Maintenance	Hose Clamps - Sauer - Lowes	44.71	//	
02/21/2025	10589	Chase Bank - PCard		1102210365.000	Vehicle Maintenance	Filters - Sauer - Fleetpride	129.91	//	
02/21/2025	10589	Chase Bank - PCard		1102210365.000	Vehicle Maintenance	E293 Exhaust Parts - Vangorder - Autozone	67.40	//	
02/21/2025	10589	Chase Bank - PCard		1102210365.000	Vehicle Maintenance	Hardware - Sauer - Great Lakes Ace	4.78	//	
02/21/2025	10589	Chase Bank - PCard		1102210365.000	Vehicle Maintenance	Hardware - Sauer - Utterback Supply	10.62	//	
02/21/2025	10589	Chase Bank - PCard		1102210365.000	Vehicle Maintenance	Sanding Discs - VLHA - Grainger	171.37	//	
02/21/2025	10589	Chase Bank - PCard		1102210365.000	Vehicle Maintenance	Hardware - Sauer - Lowes	1.10	//	
02/21/2025	10589	Chase Bank - PCard		1102210365.000	Vehicle Maintenance	30 Amp Plugs - VLHA - Kussmaul Electronics	361.62	//	
03/05/2025	10765	Chase Bank - PCard		1102210365.000	Vehicle Maintenance	Vehicle Maint - VLHA - Fleetpride	210.35	//	
02/21/2025	10589	Chase Bank - PCard		1102210365.000	Vehicle Maintenance	Tool for E290/293 - Russell -	2.54	//	

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						Lowes			
03/05/2025	10765	Chase Bank - PCard		1102210365.000	Vehicle Maintenance	Exhaust Parts - Vangorder - Napa	126.06	/ /	
03/05/2025	10765	Chase Bank - PCard		1102210365.000	Vehicle Maintenance	Solenoid - Sauer - Napa	53.57	/ /	
02/21/2025	10589	Chase Bank - PCard		1102210365.000	Vehicle Maintenance	Hardware - VLHA - Lowes	17.46	/ /	
03/05/2025	10765	Chase Bank - PCard		1102210365.000	Vehicle Maintenance	Hardware - Sauer - Lowes	34.64	/ /	
02/21/2025	10589	Chase Bank - PCard		1102210365.000	Vehicle Maintenance	Retention Ring - Sauer - FCX Performance Inc	537.87	/ /	
03/05/2025	10765	Chase Bank - PCard		1102210365.000	Vehicle Maintenance	Oil Change - Sparks - Bill Estes Chevrolet	89.90	/ /	
02/21/2025	10589	Chase Bank - PCard		1102210365.000	Vehicle Maintenance	Truck Weight - Russell - TA Whitestown	126.00	/ /	
03/05/2025	10765	Chase Bank - PCard		1102210365.000	Vehicle Maintenance	Vehicle Parts - Potts - Fleetpride	147.54	/ /	
03/05/2025	10765	Chase Bank - PCard		1102210365.000	Vehicle Maintenance	Service Parts - Howard - Bill Estes Ford	211.38	/ /	
02/21/2025	10589	Chase Bank - PCard		1102210365.000	Vehicle Maintenance	Brass Fittings - VLHA - Utterback Supply Inc.	48.08	/ /	
02/21/2025	10589	Chase Bank - PCard		1102210365.000	Vehicle Maintenance	Filters - Sauer - Fleetpride	1046.72	/ /	
02/21/2025	10589	Chase Bank - PCard		1102210365.000	Vehicle Maintenance	Equipment Storage Tubs - Russell - Tractor Supply	47.98	/ /	
02/21/2025	10589	Chase Bank - PCard		1102210365.000	Vehicle Maintenance	Hardware - Saure - Great Lakes Ace	8.34	/ /	
03/05/2025	10765	Chase Bank - PCard		1102210365.000	Vehicle Maintenance	Vehicle Maint - VLHA - Truckpro LLC	112.26	/ /	
03/05/2025	10765	Chase Bank - PCard		1102210365.000	Vehicle Maintenance	Parts - VLHA - Great Lakes Ace	8.68	/ /	
03/03/2025	10708	Fire Service Inc		1102210365.000	Vehicle Maintenance	Spreader Base	393.24	/ /	
02/21/2025	10589	Chase Bank - PCard		1102210366.000	Fire Station Maintenance	ZFD Station 92 HVAC Parts - Adams - Great Lakes Ace	39.56	/ /	
03/05/2025	10765	Chase Bank - PCard		1102210366.000	Fire Station Maintenance	ZFD Admin Electrical - Adams - The Home Depot	56.75	/ /	
02/21/2025	10589	Chase Bank - PCard		1102210366.000	Fire Station Maintenance	ZFD Opticom Repair	17.18	/ /	
02/21/2025	10589	Chase Bank - PCard		1102210366.000	Fire Station Maintenance	ZFD Station 92 HVAC Parts - Adams - Great Lakes Ace	24.17	/ /	
03/05/2025	10765	Chase Bank - PCard		1102210366.000	Fire Station Maintenance	ZFD Admin Electrical - Adams - Great Lakes Ace	14.77	/ /	
03/06/2025	10788	MES I Acquisition Inc		1102210367.000	Equipment Repair and Maintenance	Window Punch 12 Qty 6	100.60	/ /	
03/05/2025	10765	Chase Bank - PCard		1102210367.000	Equipment Repair and	Return Hose Barb - Miller - Great	-1.00	/ /	

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					Maintenance	Lakes Ace			
03/05/2025	10765	Chase Bank - PCard		1102210367.000	Equipment Repair and Maintenance	Hose Barb - Miller - Great Lakes Ace	17.95	/ /	
03/05/2025	10765	Chase Bank - PCard		1102210367.000	Equipment Repair and Maintenance	Bar Oil - Scales - Great Lakes Ace	84.97	/ /	
02/21/2025	10589	Chase Bank - PCard		1102210393.000	Subscriptions-Dues-Members hips	IAAI Membership - LIPPS - IAAI	123.00	/ /	
02/21/2025	10589	Chase Bank - PCard		1102210393.000	Subscriptions-Dues-Members hips	Digital Code Access - Frost - Int'l Code Council Inc.	1599.00	/ /	
SubTotal Department 210							568992.19		
SubTotal Fund Number 1102							568992.19		
**Fund Number 1271 Police Operating									
**Department 200 POLICE DEPARTMENT									
02/26/2025	10656	Payroll Fund		1271200112.000	Over-time Salary	02/28 P/R - Police - OT Salary	1398.47	10656e 02/26/2025	
02/26/2025	10656	Payroll Fund		1271200114.000	Incentives and Stipends	02/28 P/R - Police - Stipend	6222.00	10656e 02/26/2025	
02/26/2025	10656	Payroll Fund		1271200120.000	FICA-Medicare	02/28 P/R - Police - FICA Medicare	12692.95	10656e 02/26/2025	
02/26/2025	10656	Payroll Fund		1271200121.000	PERF Retirement	02/28 P/R - Perf - Police	31315.90	10656e 02/26/2025	
02/26/2025	10656	Payroll Fund		1271200121.000	PERF Retirement	02/28 P/R - Police - P Stipend 10	2816.15	10656e 02/26/2025	
02/26/2025	10656	Payroll Fund		1271200121.000	PERF Retirement	02/28 P/R - Civil Perf - Police	6135.92	10656e 02/26/2025	
02/26/2025	10656	Payroll Fund		1271200121.500	401a Match Retirement	02/28 P/R - ER 401a - Police	5047.35	10656e 02/26/2025	
03/10/2025	10826	Payroll Fund		1271200122.000	Police Health Insurance	Employer Dental March 2025 - Police	3007.48	10826e 03/10/2025	
02/26/2025	10656	Payroll Fund		1271200122.000	Police Health Insurance	02/28 P/R - ER HSA - Police	2012.94	10656e 02/26/2025	
02/26/2025	10675	Health Fund Account		1271200122.000	Police Health Insurance	Monthly ER Cost for Health Insurance - Police	71516.56	10675e 02/26/2025	
03/10/2025	10824	Payroll Fund		1271200124.000	GTL/Disability	STD, LTD, GTL, ADD Feb 25 - Police	1966.03	10824e 03/10/2025	
01/02/2025	9939	Todd William Settle		1271200125.000	Workers' Compensation	Annual Worker Comp Invoice - Police	81777.29	74979 01/07/2025	
02/26/2025	10656	Payroll Fund		1271200128.000	Longevity Pay	02/28 P/R - Police - Longevity	4078.00	10656e 02/26/2025	
02/21/2025	10589	Chase Bank - PCard		1271200211.000	Postage	Postage - Laird - The UPS Store	14.40	/ /	
03/05/2025	10765	Chase Bank - PCard		1271200213.000	Uniforms	Badge Patches - Laird - Nelson Co LLC	113.00	/ /	
03/05/2025	10765	Chase Bank - PCard		1271200213.000	Uniforms	Embroidery for Hats - Laird -	111.60	/ /	

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						Village Custom Embroidery			
03/05/2025	10765	Chase Bank - PCard		1271200214.000	Office Supplies	Supplies - Hadden - Amazon	16.98	/ /	
02/21/2025	10589	Chase Bank - PCard		1271200214.000	Office Supplies	Supplies - Laird - Staples	50.15	/ /	
02/21/2025	10589	Chase Bank - PCard		1271200214.000	Office Supplies	Wall Calendar - Laird - House of Doolittle	58.93	/ /	
03/05/2025	10765	Chase Bank - PCard		1271200214.000	Office Supplies	Supplies - Hadden - Amazon	22.99	/ /	
03/03/2025	10719	Taylor Oil Co Inc		1271200230.000	Fuel-Vehicle	Fuel - February Cardlink Statement	4079.51	/ /	
03/05/2025	10765	Chase Bank - PCard		1271200230.000	Fuel-Vehicle	Fuel - Frost - Hot Patch Pay	62.41	/ /	
02/21/2025	10589	Chase Bank - PCard		1271200351.000	Telephone and Mobile Devices	Phone Cases - Laird - Cellular Accessories	76.95	/ /	
03/05/2025	10765	Chase Bank - PCard		1271200352.000	Travel-Training-Seminars	Food - Wheeler - The Exchange Pub	40.00	/ /	
03/05/2025	10765	Chase Bank - PCard		1271200352.000	Travel-Training-Seminars	Food - Decosse - Jimmy Johns	12.23	/ /	
03/05/2025	10765	Chase Bank - PCard		1271200352.000	Travel-Training-Seminars	Food - Decosse - Chick Fil A	5.15	/ /	
03/05/2025	10765	Chase Bank - PCard		1271200352.000	Travel-Training-Seminars	Food - Wheeler - Chick Fil A	12.57	/ /	
03/05/2025	10765	Chase Bank - PCard		1271200352.000	Travel-Training-Seminars	Food - Wheeler - The Exchange Pub	40.00	/ /	
03/05/2025	10765	Chase Bank - PCard		1271200352.000	Travel-Training-Seminars	Food - Holtz - Chick Fil A	9.76	/ /	
03/05/2025	10765	Chase Bank - PCard		1271200352.000	Travel-Training-Seminars	Food - Smith - The Exchange Pub	39.10	/ /	
02/21/2025	10589	Chase Bank - PCard		1271200352.000	Travel-Training-Seminars	Conference Hotel Deposit - Frost - Blue Chip Hotel & Casino	150.08	/ /	
02/21/2025	10589	Chase Bank - PCard		1271200352.000	Travel-Training-Seminars	Food Per Diem - Haubenstricker - Chipotle	17.33	/ /	
03/05/2025	10765	Chase Bank - PCard		1271200352.000	Travel-Training-Seminars	Food - Holtz - Ramiros Cantina Express	19.84	/ /	
03/05/2025	10765	Chase Bank - PCard		1271200352.000	Travel-Training-Seminars	Food - Haubenstricker - McAlister's	19.26	/ /	
03/05/2025	10765	Chase Bank - PCard		1271200352.000	Travel-Training-Seminars	Food - Decosse - Ramiros Cantina Express	27.55	/ /	
02/21/2025	10589	Chase Bank - PCard		1271200352.000	Travel-Training-Seminars	Conference Hotel - Potts - Blue Chip Hotel & Casino	150.08	/ /	
02/21/2025	10589	Chase Bank - PCard		1271200352.000	Travel-Training-Seminars	Conference Hotel - Dennemann - Blue Chip Hotel & Casino	150.08	/ /	
03/05/2025	10765	Chase Bank - PCard		1271200352.000	Travel-Training-Seminars	Food - Decosse - The Exchange Pub	22.47	/ /	
03/05/2025	10765	Chase Bank - PCard		1271200352.000	Travel-Training-Seminars	Food - Smith - Shake Shack	16.04	/ /	

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03/05/2025	10765	Chase Bank - PCard		1271200352.000	Travel-Training-Seminars	Food - Decosse - The Exchange Pub	22.47	/ /	
03/05/2025	10765	Chase Bank - PCard		1271200352.000	Travel-Training-Seminars	Food - Wheeler - McAlister's	21.31	/ /	
03/05/2025	10765	Chase Bank - PCard		1271200352.000	Travel-Training-Seminars	Food - Wheeler - Jimmy Johns	9.62	/ /	
02/21/2025	10589	Chase Bank - PCard		1271200352.000	Travel-Training-Seminars	Food Per Diem - Raiford - El Charro	16.39	/ /	
02/21/2025	10589	Chase Bank - PCard		1271200352.000	Travel-Training-Seminars	Conference Hotel Deposit - Musgrave - Blue Chip Hotel & Casino	150.08	/ /	
03/05/2025	10765	Chase Bank - PCard		1271200352.000	Travel-Training-Seminars	Food - Holtz - Geraldines Kitchen	19.64	/ /	
02/21/2025	10589	Chase Bank - PCard		1271200352.000	Travel-Training-Seminars	Food Per Diem - Shelburne - Arby's	11.76	/ /	
03/05/2025	10765	Chase Bank - PCard		1271200352.000	Travel-Training-Seminars	Food - Smith - The Exchange Pub	50.00	/ /	
03/05/2025	10765	Chase Bank - PCard		1271200352.000	Travel-Training-Seminars	Food - Holtz - Jimmy Johns	13.66	/ /	
02/21/2025	10589	Chase Bank - PCard		1271200352.000	Travel-Training-Seminars	Food Per Diem - Stutesman - Titus Bakery	4.00	/ /	
02/21/2025	10589	Chase Bank - PCard		1271200352.000	Travel-Training-Seminars	Food Per Diem - Shelburne - Chili's	19.61	/ /	
02/21/2025	10589	Chase Bank - PCard		1271200352.000	Travel-Training-Seminars	Food Per Diem - Stutesman - El Charro	17.20	/ /	
02/21/2025	10589	Chase Bank - PCard		1271200352.000	Travel-Training-Seminars	INSROA Conf. Hotel Deposit - Jones - Blue Chip Hotel & Casino	150.08	/ /	
03/05/2025	10765	Chase Bank - PCard		1271200352.000	Travel-Training-Seminars	Food - Holtz - Waffle House	16.50	/ /	
03/05/2025	10765	Chase Bank - PCard		1271200352.000	Travel-Training-Seminars	Food - Holtz - The Exchange Pub	42.10	/ /	
03/05/2025	10765	Chase Bank - PCard		1271200352.000	Travel-Training-Seminars	Food - Holtz - The Exchange Pub	18.19	/ /	
03/05/2025	10765	Chase Bank - PCard		1271200352.000	Travel-Training-Seminars	Food - Decosse - Waffle House	21.50	/ /	
03/05/2025	10765	Chase Bank - PCard		1271200352.000	Travel-Training-Seminars	Food - Lind - Chipotle	14.01	/ /	
02/21/2025	10589	Chase Bank - PCard		1271200352.000	Travel-Training-Seminars	Food Per Diem - Raiford - El Charro	12.61	/ /	
02/21/2025	10589	Chase Bank - PCard		1271200352.000	Travel-Training-Seminars	Conference Hotel Deposit - Pounds - Blue Chip Hotel & Casino	150.08	/ /	
03/05/2025	10765	Chase Bank - PCard		1271200352.000	Travel-Training-Seminars	Food - Decosse - Geraldines Kitchen	22.30	/ /	
03/07/2025	10814	Ascension St Vincent Hosp & Healthcare		1271200363.000	Hiring - Promotion Process	New Hire Testing - MD, JR & OL	5083.08	/ /	
02/21/2025	10589	Chase Bank - PCard		1271200364.000	Promotions	Refreshments - Laird - Nothing	55.89	/ /	

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						Bundt Cake			
03/07/2025	10812	Boone County Child Advocacy Ctr		1271200364.000	Promotions	Table At Sylvia's Breakfast on April 22nd	250.00	/ /	
03/05/2025	10765	Chase Bank - PCard		1271200364.000	Promotions	Crayons - Laird - Amazon	81.87	/ /	
03/05/2025	10765	Chase Bank - PCard		1271200364.000	Promotions	Giveaway Items - Laird - 4Imprint Inc	2209.73	/ /	
03/05/2025	10765	Chase Bank - PCard		1271200365.000	Vehicle Repair and Maintenance	Replacement Windshield - Laird - Auto Glass Now	1010.10	/ /	
02/21/2025	10589	Chase Bank - PCard		1271200365.000	Vehicle Repair and Maintenance	Vehicle Maintenance - Laird - Andy Mohr Chrysler	2598.83	/ /	
02/21/2025	10589	Chase Bank - PCard		1271200365.000	Vehicle Repair and Maintenance	Mirror - Klykken - Carid.com	147.65	/ /	
03/05/2025	10765	Chase Bank - PCard		1271200365.000	Vehicle Repair and Maintenance	Pressure Washer Hose - Donlan - Great Lakes Ace	19.99	/ /	
03/05/2025	10765	Chase Bank - PCard		1271200365.000	Vehicle Repair and Maintenance	Golf Cart Service - Shelburne - P&P Golf Cars LLC	307.21	/ /	
03/05/2025	10765	Chase Bank - PCard		1271200365.000	Vehicle Repair and Maintenance	Turn Signal Bulbs - Shelburne - Napa	4.39	/ /	
03/05/2025	10765	Chase Bank - PCard		1271200365.000	Vehicle Repair and Maintenance	Batteries - Shelburne - Napa	710.34	/ /	
02/21/2025	10589	Chase Bank - PCard		1271200365.000	Vehicle Repair and Maintenance	Vehicle Maintenance - Laird - Belle Tire	4174.28	/ /	
02/21/2025	10589	Chase Bank - PCard		1271200365.000	Vehicle Repair and Maintenance	Sales Tax Refund - Klykken - Carid.com	-9.67	/ /	
02/21/2025	10589	Chase Bank - PCard		1271200365.000	Vehicle Repair and Maintenance	Vehicle Maintenance - Laird - PFM Car and Truck Care	158.72	/ /	
02/21/2025	10589	Chase Bank - PCard		1271200366.000	Building Repair & Maintenance	Lighting Repairs - Adams - Homedepot.com	93.42	/ /	
03/05/2025	10765	Chase Bank - PCard		1271200366.000	Building Repair & Maintenance	Womens Restroom Door Reinforcement - Adams - The Home Depot	31.29	/ /	
03/05/2025	10765	Chase Bank - PCard		1271200366.000	Building Repair & Maintenance	Womens Restroom Lock - Adams - The Home Depot	75.94	/ /	
03/05/2025	10765	Chase Bank - PCard		1271200366.000	Building Repair & Maintenance	MS Restroom Lock Return - Adams - The Home Depot	-60.47	/ /	
03/07/2025	10815	City Wide Facility Solutions		1271200366.000	Building Repair & Maintenance	March Cleaning - 2X Per Week	955.00	/ /	
02/21/2025	10589	Chase Bank - PCard		1271200393.000	Subscriptions-Dues-Memberships	IACP Membership - Laird - IACP	220.00	/ /	

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02/21/2025	10589	Chase Bank - PCard		1271200393.000	Subscriptions-Dues-Members hips	INSROA Membership - Jones - INSROA	50.00	/ /	
03/03/2025	10720	Indiana Police Accreditation		1271200393.000	Subscriptions-Dues-Members hips	2025 INPAC Membership Dues for ZPD	150.00	/ /	
02/21/2025	10589	Chase Bank - PCard		1271200393.000	Subscriptions-Dues-Members hips	FBINAA Membership - Sauer - FBINAA National Office	125.00	/ /	
02/21/2025	10589	Chase Bank - PCard		1271200394.000	Software Licensing	InTime Services Monthly Fee - Laird - Intime.com	820.00	/ /	
02/21/2025	10589	Chase Bank - PCard		1271200394.000	Software Licensing	TLO Monthly Charges - Laird - TLO Transunion	230.20	/ /	
02/21/2025	10589	Chase Bank - PCard		1271200394.000	Software Licensing	Guardian Tracking - Laird - Targetsolutions	3080.85	/ /	
03/07/2025	10813	Almost Home Kennel LLC		1271200445.000	Equipment	Mika Boarding 2/19-2/26	228.00	/ /	
03/07/2025	10813	Almost Home Kennel LLC		1271200445.000	Equipment	Sky Boarding 2/19-2/25	228.00	/ /	
02/21/2025	10589	Chase Bank - PCard		1271200445.000	Equipment	Refund Mika Outdoor Chain - Laird - Amazon	-19.99	/ /	
02/21/2025	10589	Chase Bank - PCard		1271200445.000	Equipment	MIKA Outdoor Chain & Fetch Ball - Laird - Amazon	35.94	/ /	
SubTotal Department 200							259174.20		
SubTotal Fund Number 1271							259174.20		
**Fund Number 2201 Motor Vehicle Highway									
**Department 300 HIGHWAY, STREETS AND ROADS									
02/26/2025	10656	Payroll Fund		2201300111.000	Salary	02/28 P/R - DPW - Salary	56842.91	10656e 02/26/2025	
02/26/2025	10656	Payroll Fund		2201300112.000	Over-time Salary	02/28 P/R - DPW - OT Salary	6114.00	10656e 02/26/2025	
02/26/2025	10656	Payroll Fund		2201300114.000	Stipend - DPW	02/28 P/R - DPW - Stipend	420.00	10656e 02/26/2025	
02/26/2025	10656	Payroll Fund		2201300120.000	FICA-Medicare	02/28 P/R - DPW - FICA Medicare	4683.84	10656e 02/26/2025	
02/26/2025	10656	Payroll Fund		2201300121.000	PERF Retirement	02/28 P/R - Civil Perf - DPW	9704.19	10656e 02/26/2025	
02/26/2025	10656	Payroll Fund		2201300121.500	401a Match Retirement	02/28 P/R - ER 401a - DPW	2347.30	10656e 02/26/2025	
03/10/2025	10826	Payroll Fund		2201300122.000	Health Insurance - DPW	Employer Dental March 2025 - DPW	1114.46	10826e 03/10/2025	
02/26/2025	10675	Health Fund Account		2201300122.000	Health Insurance - DPW	Monthly ER Cost for Health Insurance - DPW	24980.00	10675e 02/26/2025	
02/26/2025	10656	Payroll Fund		2201300122.000	Health Insurance - DPW	02/28 P/R - ER HSA - DPW	1334.95	10656e 02/26/2025	
03/10/2025	10824	Payroll Fund		2201300124.000	GTL/Disability	STD, LTD, GTL, ADD Feb 25 - DPW	849.37	10824e 03/10/2025	

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01/02/2025	9939	Todd William Settle		2201300125.000	Workers' Compensation	Annual Worker Comp Invoice - DPW-Street	55262.82	74979 01/07/2025	
02/26/2025	10656	Payroll Fund		2201300128.000	Longevity Pay	02/28 P/R - DPW - Longevity	1256.00	10656e 02/26/2025	
03/05/2025	10765	Chase Bank - PCard		2201300213.000	Uniforms	Work Pants - Dafoe - Amazon	111.64	/ /	
02/21/2025	10589	Chase Bank - PCard		2201300213.000	Uniforms	Pants - Dafoe - Amazon	160.40	/ /	
03/06/2025	10774	Greencycle of Indiana Inc		2201300224.000	Op Equip-Parts-Tools-Supplies	Fill Dirt	15.00	/ /	
02/21/2025	10589	Chase Bank - PCard		2201300224.000	Op Equip-Parts-Tools-Supplies	Argon - Rogers - Indiana Oxygen	126.87	/ /	
03/07/2025	10817	Genuine Parts Company		2201300224.000	Op Equip-Parts-Tools-Supplies	Parts	402.34	/ /	
02/21/2025	10589	Chase Bank - PCard		2201300224.000	Op Equip-Parts-Tools-Supplies	Supplies - Hunter - Lowes	298.65	/ /	
03/07/2025	10816	Great Lakes Ace Hardware Inc		2201300224.000	Op Equip-Parts-Tools-Supplies	Supplies	19.99	/ /	
02/21/2025	10589	Chase Bank - PCard		2201300224.000	Op Equip-Parts-Tools-Supplies	First Aid Kits - Dafoe - My Medic	512.73	/ /	
02/21/2025	10589	Chase Bank - PCard		2201300224.000	Op Equip-Parts-Tools-Supplies	Shop Tools - Hunter - Tractor Supply	112.96	/ /	
03/06/2025	10776	Indiana Oxygen Co		2201300224.000	Op Equip-Parts-Tools-Supplies	Mix Gases	21.84	/ /	
02/21/2025	10589	Chase Bank - PCard		2201300224.000	Op Equip-Parts-Tools-Supplies	Supplies - Hunter - Lowes	279.11	/ /	
03/06/2025	10769	Great Lakes Ace Hardware Inc		2201300224.000	Op Equip-Parts-Tools-Supplies	Supplies	9.97	/ /	
02/21/2025	10589	Chase Bank - PCard		2201300224.000	Op Equip-Parts-Tools-Supplies	Returned Item - Hunter - Lowes	-298.65	/ /	
03/07/2025	10816	Great Lakes Ace Hardware Inc		2201300224.000	Op Equip-Parts-Tools-Supplies	Supplies	274.96	/ /	
03/07/2025	10816	Great Lakes Ace Hardware Inc		2201300224.000	Op Equip-Parts-Tools-Supplies	Supplies	12.99	/ /	
03/06/2025	10781	Taylor Oil Co Inc		2201300230.000	Fuel-Vehicle	Fuel	4346.70	/ /	
02/21/2025	10589	Chase Bank - PCard		2201300240.000	Signs and Posts	Sign Material - Rogers - White Cap	1249.05	/ /	
03/06/2025	10783	Nugent Inc		2201300240.000	Signs and Posts	Materials for Wayfinding Signs	172.56	/ /	
03/06/2025	10780	Smyrna Ready Mix Concrete LLC		2201300240.000	Signs and Posts	Wayfinding Signs - Concrete	1055.50	/ /	
03/06/2025	10779	Rieth Riley Construction Co Inc		2201300243.000	Asphalt Materials	Cold Mix	809.10	/ /	

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03/06/2025	10773	Egis BLN USA Inc		2201300312.000	Engineering	Turkey Foot Rd & West Oak St	6051.07	/ /	
03/06/2025	10773	Egis BLN USA Inc		2201300312.000	Engineering	General Services for 01/27-02/23	330.00	/ /	
03/05/2025	10765	Chase Bank - PCard		2201300352.000	Travel-Training-Seminars	CDL - Rogers - IN BMV Portable Branch	17.76	/ /	
03/05/2025	10765	Chase Bank - PCard		2201300352.000	Travel-Training-Seminars	CDL - Rogers - IN BMV Portable Branch	17.76	/ /	
03/05/2025	10765	Chase Bank - PCard		2201300352.000	Travel-Training-Seminars	CDL Physical - Hunter - Creekside Testing	90.00	/ /	
03/05/2025	10765	Chase Bank - PCard		2201300352.000	Travel-Training-Seminars	CDL Physical - Hunter - Interstate Health & Wellness	275.00	/ /	
03/06/2025	10770	Brightview Holdings Inc		2201300375.000	Contractual Services	Landscape Services - March 2025	5423.69	/ /	
03/07/2025	10818	Otto-Meyer Inc		2201300395.000	Refunds-Reimbursements	Mailbox Replacement 6958 Old Hunt Club Rd	592.10	/ /	
03/06/2025	10777	James Peter Tolson		2201300395.000	Refunds-Reimbursements	Mailbox Reimbursement (685 Bloor Lane)	800.00	/ /	
03/06/2025	10782	Trees R Us Inc		2201300397.000	Tree Services	Tree Removal - 1185 Starkey Rd	565.00	/ /	
03/06/2025	10775	Huston Electric Holding Corp		2201300442.000	Infrastructure	Street Light Repair (Snowberry Court)	302.00	/ /	
03/06/2025	10775	Huston Electric Holding Corp		2201300442.000	Infrastructure	Traffic Signal Repair (Main & Sycamore)	3323.80	/ /	
SubTotal Department 300							192391.73		
**Department 325									
02/26/2025	10656	Payroll Fund		2201325111.000	Salary	02/28 P/R - Stormwater - Salary	9387.26	10656e 02/26/2025	
02/26/2025	10656	Payroll Fund		2201325114.000	Storm - Stipend	02/28 P/R - Stormwater - Stipend	70.00	10656e 02/26/2025	
02/26/2025	10656	Payroll Fund		2201325120.000	FICA-Medicare	02/28 P/R - Stormwater - FICA Medicare	723.28	10656e 02/26/2025	
02/26/2025	10656	Payroll Fund		2201325121.000	PERF Retirement	02/28 P/R - Civil Perf - Stormwater	1386.81	10656e 02/26/2025	
02/26/2025	10656	Payroll Fund		2201325121.500	401a Match Retirement	02/28 P/R - ER 401a - Stormwater	398.50	10656e 02/26/2025	
02/26/2025	10675	Health Fund Account		2201325122.000	Health Insurance - Storm	Monthly ER Cost for Health Insurance - Stormwater	2947.50	10675e 02/26/2025	
02/26/2025	10656	Payroll Fund		2201325122.000	Health Insurance - Storm	02/28 P/R - ER HSA - Stormwater	174.61	10656e 02/26/2025	
03/10/2025	10826	Payroll Fund		2201325122.000	Health Insurance - Storm	Employer Dental March 2025 - Stormwater	218.03	10826e 03/10/2025	
03/10/2025	10824	Payroll Fund		2201325124.000	GTL/Disability	STD, LTD, GTL, ADD Feb 25 - Stormwater	129.08	10824e 03/10/2025	

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01/02/2025	9939	Todd William Settle		2201325125.000	Workers' Compensation	Annual Worker Comp Invoice - DPW-Storm	11421.86	74979 01/07/2025	
02/26/2025	10656	Payroll Fund		2201325128.000	Longevity Pay	02/28 P/R - Stormwater - Longevity	309.00	10656e 02/26/2025	
03/05/2025	10765	Chase Bank - PCard		2201325213.000	Uniforms	Uniform - Knox - Kohls	249.95	/ /	
02/21/2025	10589	Chase Bank - PCard		2201325352.000	Travel-Training-Seminars	MS4 Conference - Dafoe - 2025 Indiana MS4	160.00	/ /	
02/21/2025	10589	Chase Bank - PCard		2201325352.000	Travel-Training-Seminars	INAFSM Conference - Dafoe - Indiana Association	310.00	/ /	
03/05/2025	10765	Chase Bank - PCard		2201325352.000	Travel-Training-Seminars	MS4 Conference - Dafoe - 2025 Indiana MS4	100.00	/ /	
02/21/2025	10589	Chase Bank - PCard		2201325352.000	Travel-Training-Seminars	MS4 Conference - Dafoe - 2025 Indiana MS4	160.00	/ /	
03/05/2025	10765	Chase Bank - PCard		2201325352.000	Travel-Training-Seminars	MS4 Conference - Dafoe - 2025 Indiana MS4	260.00	/ /	
02/21/2025	10589	Chase Bank - PCard		2201325365.000	Vehicle Repair and Maintenance	Unit 251 Service - Rogers - Tire Discounters	82.04	/ /	
03/06/2025	10771	BEC Enterprises LLC		2201325365.000	Vehicle Repair and Maintenance	Street Sweeper Repairs	8608.61	/ /	
01/13/2025	10148	Upper White River Watershed Alliance Inc		2201325375.000	Contractual Services	2025 Regional MS4 Program Dues	6000.00	75092 02/04/2025	
03/05/2025	10765	Chase Bank - PCard		2201325393.000	Subscriptions-Dues-Members hips	CESSWI Card - Knox - Envirocert International	165.60	/ /	
SubTotal Department 325							43262.13		
SubTotal Fund Number 2201							235653.86		
**Fund Number 2204 Park and Recreation - Operating									
**Department 500 PARKS									
03/05/2025	10765	Chase Bank - PCard		2204500354.000	Legal Notices	Legal Notice - Lacy - Boone County Recorder	26.00	/ /	
SubTotal Department 500							26.00		
SubTotal Fund Number 2204							26.00		
***Fund Number 2212 Health Fund									
**Department 999									
03/04/2025	10760	Curalinc LLC		2212999123.000	Self-Funded Health Insurance	EAP Second Quarter 2025	1304.10	10760e 03/04/2025	

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03/03/2025	10752	UMR Inc		2212999123.000	Self-Funded Health Insurance	UMR CSR Fees	16882.37	12072 02/24/2025	
03/10/2025	10828	Payroll Fund		2212999123.000	Self-Funded Health Insurance	COBRA Payment March 2025	83.47	10828e 03/10/2025	
03/10/2025	10819	UMR Inc		2212999123.000	Self-Funded Health Insurance	Fixed Fees for Health Insurance	89349.24	10819e 03/10/2025	
03/03/2025	10733	Transparent Risk Strategies LL		2212999127.000	Medical Claims	Medical claim	1541.65	15057 02/10/2025	
03/03/2025	10740	Transparent Risk Strategies LL		2212999127.000	Medical Claims	Medical claim	8410.60	12062 02/17/2025	
03/03/2025	10732	Transparent Risk Strategies LL		2212999127.000	Medical Claims	Medical claim	3022.86	12056 02/10/2025	
03/03/2025	10754	Zelis		2212999127.000	Medical Claims	Medical claim	3833.40	10754E 02/24/2025	
03/03/2025	10730	Ameripath Indianapolis PC		2212999127.000	Medical Claims	Medical claim	33.40	12054 02/10/2025	
03/03/2025	10743	Zelis		2212999127.000	Medical Claims	Medical claim	6127.44	10743E 02/17/2025	
03/03/2025	10746	Northpoint Pediatrics PC		2212999127.000	Medical Claims	Medical claim	382.92	12066 02/24/2025	
03/03/2025	10729	Zelis		2212999127.000	Medical Claims	Medical claims	4257.09	10729E 02/28/2025	
03/03/2025	10747	Proteam Tactical Performance LLc		2212999127.000	Medical Claims	Medical claim	190.49	12067 02/24/2025	
03/03/2025	10744	Hendricks Regional Health		2212999127.000	Medical Claims	Medical claim	34.16	12064 02/24/2025	
03/03/2025	10748	Franciscan Health Indpls & Mooreville		2212999127.000	Medical Claims	Medical claim	1525.19	12068 02/24/2025	
03/03/2025	10742	Optum		2212999127.000	Medical Claims	Medical claim	99522.29	10742E 02/17/2025	
03/03/2025	10736	Zelis		2212999127.000	Medical Claims	Medical claim	18.62	10736E 02/10/2025	
03/03/2025	10728	Optum		2212999127.000	Medical Claims	Medical claims	28437.35	10728E 02/28/2025	
03/03/2025	10735	Optum		2212999127.000	Medical Claims	Medical claims	27496.57	10735E 02/10/2025	
03/03/2025	10737	Northpoint Pediatrics PC		2212999127.000	Medical Claims	Medical claim	192.17	12059 02/17/2025	
03/03/2025	10738	Proteam Tactical Performance LLc		2212999127.000	Medical Claims	Medical claim	196.49	12060 02/17/2025	
03/03/2025	10739	Transparent Risk Strategies LL		2212999127.000	Medical Claims	Medical claim	8536.53	12061 02/17/2025	
03/03/2025	10753	Optum		2212999127.000	Medical Claims	Medical claims	128102.35	10753E 02/24/2025	
03/03/2025	10727	Transparent Risk Strategies LL		2212999127.000	Medical Claims	Medical claim	9100.00	12053 02/28/2025	
03/03/2025	10724	UMR Inc		2212999127.000	Medical Claims	Medical claim	72.50	12050 02/28/2025	
03/03/2025	10731	Transparent Risk Strategies LL		2212999127.000	Medical Claims	Medical claim	1541.65	12055 02/10/2025	
03/03/2025	10721	Proteam Tactical Performance LLc		2212999127.000	Medical Claims	Medical claim	98.23	12047 02/28/2025	
03/03/2025	10725	Transparent Risk Strategies LL		2212999127.000	Medical Claims	Medical claim	1235.81	12051 02/28/2025	
03/03/2025	10749	Amber Colt Counseling LLC		2212999127.000	Medical Claims	Medical claim	83.83	12069 02/24/2025	
03/03/2025	10723	Amber Colt Counseling LLC		2212999127.000	Medical Claims	Medical claim	12.04	12049 02/28/2025	
03/03/2025	10745	Joseph S Weder		2212999127.000	Medical Claims	Reimbursement	20.00	12065 02/24/2025	

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03/03/2025	10722	Noblesville Fire Dept		2212999127.000	Medical Claims	Medical claim	1110.00	12048	02/28/2025	
03/03/2025	10751	UMR IDR/Clear Health Strategies		2212999127.000	Medical Claims	Medical claim	655.00	12071	02/24/2025	
03/03/2025	10750	True Rx Management Services		2212999127.500	RX Claims	Rx Claim	8229.37	12070	02/24/2025	
03/03/2025	10734	True Rx Management Services		2212999127.500	RX Claims	Rx claim	10476.88	12058	02/10/2025	
03/03/2025	10726	True Rx Management Services		2212999127.500	RX Claims	Rx claim	4679.48	10726	02/28/2025	
03/03/2025	10741	True Rx Management Services		2212999127.500	RX Claims	Rx Claim	7138.93	12063	02/17/2025	
SubTotal Department 999							473934.47			
SubTotal Fund Number 2212							473934.47			
**Fund Number 2215 EMS Fund										
**Department 210 FIRE DEPARTMENT										
03/05/2025	10767	Town of Zionsville		2215210949.100	Transfer Out	EMS Billing Transfer	500000.00	10767e	03/05/2025	
SubTotal Department 210							500000.00			
SubTotal Fund Number 2215							500000.00			
**Fund Number 2228 Local Law Enforcement Continuing Education Fund										
**Department 200 POLICE DEPARTMENT										
02/21/2025	10589	Chase Bank - PCard		2228200352.000	Travel-Training-Seminars	INSROA Conference - Dennemann - INSROA	153.75		/ /	
02/21/2025	10589	Chase Bank - PCard		2228200352.000	Travel-Training-Seminars	INSROA Conference - Jones - INSROA	153.75		/ /	
02/21/2025	10589	Chase Bank - PCard		2228200352.000	Travel-Training-Seminars	INSROA Conference - Musgrave - INSROA	153.75		/ /	
02/21/2025	10589	Chase Bank - PCard		2228200352.000	Travel-Training-Seminars	INSROA Conference - Potts - INSROA	153.75		/ /	
03/05/2025	10765	Chase Bank - PCard		2228200352.000	Travel-Training-Seminars	Training - Laird - PRI Management Group	159.00		/ /	
03/05/2025	10765	Chase Bank - PCard		2228200352.000	Travel-Training-Seminars	INSROA Conference - Pounds - INSROA	153.75		/ /	
SubTotal Department 200							927.75			
SubTotal Fund Number 2228							927.75			
**Fund Number 2240 LIT – Public Safety										

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**Department 200 POLICE DEPARTMENT										
02/26/2025	10656	Payroll Fund		2240200111.000	Salary	02/28 P/R - Police - Salary PSLIT	161310.68	10656e	02/26/2025	
SubTotal Department 200							161310.68			
**Department 210 FIRE DEPARTMENT										
02/26/2025	10656	Payroll Fund		2240210111.000	Salary	02/28 P/R - Fire - Salary PSLIT	300000.00	10656e	02/26/2025	
SubTotal Department 210							300000.00			
SubTotal Fund Number 2240							461310.68			
**Fund Number 2300 Police Donations										
**Department 200 POLICE DEPARTMENT										
03/05/2025	10765	Chase Bank - PCard		2300200364.000	Police Donations	Memorial Flowers - Laird - Blooms by Dragonfly	110.00		/ /	
SubTotal Department 200							110.00			
SubTotal Fund Number 2300							110.00			
**Fund Number 2430 Coronavirus Local Fiscal Rec										
**Department 170										
03/03/2025	10717	Hannum Wagle & Cline Engineering Inc		2430170310.100	CED Consulting	Comprehensive Plan Project 2024-115-S	31343.00		/ /	
SubTotal Department 170							31343.00			
SubTotal Fund Number 2430							31343.00			
**Fund Number 4402 Cumulative Capital Development										
**Department 150										
03/05/2025	10765	Chase Bank - PCard		4402150445.000	Equipment	Heavy Duty Extension Cords - Rust - Great Lakes Ace	194.96		/ /	
SubTotal Department 150							194.96			
SubTotal Fund Number 4402							194.96			
**Fund Number 4444 Fire Protection Equipment Replacement										
**Department 210 FIRE DEPARTMENT										
02/21/2025	10589	Chase Bank - PCard		4444210445.000	Equipment	ZFD Station 92 Washing Machine	804.98		/ /	

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						- Adams - Lowes			
02/21/2025	10589	Chase Bank - PCard		4444210445.000	Equipment	Air Compressor - Howard - Globalindustrialequipment.com	6462.00	/ /	
03/06/2025	10786	MacQueen Equipment LLC		4444210445.000	Equipment	Low Profile Right Storz Elbow	2163.98	/ /	
SubTotal Department 210							9430.96		
SubTotal Fund Number 4444							9430.96		
**Fund Number 6201 Sewage Utility Operating									
**Department 350									
02/26/2025	10657	Payroll Fund		6201350111.000	Salary	02/28 P/R - Wastewater - Salary	29105.93	10657e 02/26/2025	
02/26/2025	10657	Payroll Fund		6201350111.100	Salary - DPW 8%	02/28 P/R - Wastewater - 8% Salary DPW	2670.59	10657e 02/26/2025	
02/26/2025	10657	Payroll Fund		6201350112.000	Over-time Salary	02/28 P/R - Wastewater - OT Salary	1190.67	10657e 02/26/2025	
02/26/2025	10657	Payroll Fund		6201350114.000	WW/Stipend	02/28 P/R - Wastewater - Stipend	830.00	10657e 02/26/2025	
02/26/2025	10657	Payroll Fund		6201350120.000	FICA-Medicare	02/28 P/R - Wastewater - FICA Medicare	2342.47	10657e 02/26/2025	
02/26/2025	10657	Payroll Fund		6201350120.100	Fica/Medi DPW 8%	02/28 P/R - Wastewater - 8% FICA DPW	240.95	10657e 02/26/2025	
02/26/2025	10657	Payroll Fund		6201350121.000	PERF Retirement	02/28 P/R - Wastewater - Civil Perf	4471.53	10657e 02/26/2025	
02/26/2025	10657	Payroll Fund		6201350121.500	401a Match Retirement	02/28 P/R - Wastewater - ER 401a	644.63	10657e 02/26/2025	
03/10/2025	10827	Payroll Fund		6201350122.000	Health Insurances	Employer Dental March 25 - Wastewater	311.37	10827e 03/10/2025	
02/26/2025	10674	Health Fund Account		6201350122.000	Health Insurances	Monthly ER Cost for Health Insurance - Wastewater	10893.60	10674E 02/28/2025	
02/26/2025	10657	Payroll Fund		6201350122.000	Health Insurances	02/28 P/R - Wastewater - ER HSA	323.41	10657e 02/26/2025	
03/10/2025	10825	Payroll Fund		6201350124.000	GTL/Disability	STD, LTD, GTL, ADD Feb 25 - Wastewater	418.65	10825e 03/10/2025	
02/26/2025	10657	Payroll Fund		6201350128.000	Longevity	02/28 P/R - Wastewater - Longevity	363.00	10657e 02/26/2025	
03/05/2025	10764	Chase Bank - PCard		6201350211.000	Postage	UPS Fee - Dafoe - The UPS Store	56.32	/ /	
03/06/2025	10806	Zionsville Postmaster		6201350211.000	Postage	Postage for Monthly Bills - February	2519.64	22027 03/06/2025	
02/21/2025	10587	Chase Bank - PCard		6201350213.000	Uniforms	Clothing - Zellers - Meijer	219.96	/ /	
02/21/2025	10587	Chase Bank - PCard		6201350213.000	Uniforms	Boots - Dafoe - Red Wing Shoes	224.99	/ /	

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DATE FILED	APV #	NAME OF PAYEE	PO #	APPROP #	APPROPRIATION	DESCRIPTION	AMOUNT	CHECK CHECK # DATE	MEMORANDUM
02/21/2025	10587	Chase Bank - PCard		6201350213.000	Uniforms	Jeans and Boots - Fishel - Meijer	249.97	//	
02/21/2025	10587	Chase Bank - PCard		6201350213.000	Uniforms	Boots - Fishel - Kern Brothers Shoes	185.00	//	
02/21/2025	10587	Chase Bank - PCard		6201350213.000	Uniforms	Clothing Allowance - Stogsdill - Great Lakes Ace	264.96	//	
02/21/2025	10587	Chase Bank - PCard		6201350213.000	Uniforms	Boots - Dafoe - Red Wing Shoes	166.49	//	
02/21/2025	10587	Chase Bank - PCard		6201350214.000	Office Supplies	Supplies - Stogsdill - Great Lakes Ace	81.75	//	
02/28/2025	10702	PVS Technologies Inc		6201350221.000	Chemicals	Ferrous	3796.84	//	
02/28/2025	10696	Central Scale Inc		6201350223.000	Laboratory Supplies	Scale Calibration	185.00	//	
03/05/2025	10764	Chase Bank - PCard		6201350223.000	Laboratory Supplies	Lab Bench Liner - Klinedinst - Amazon	323.10	//	
02/28/2025	10701	Hach Company		6201350223.000	Laboratory Supplies	DO Probe	1952.45	//	
03/05/2025	10764	Chase Bank - PCard		6201350224.000	Op Equip-Parts-Tools-Supplies	Bleach Line - Travelsted - Great Lakes Ace	7.96	//	
03/05/2025	10764	Chase Bank - PCard		6201350224.000	Op Equip-Parts-Tools-Supplies	Plant Maintenance - Travelsted - Great Lakes Ace	31.89	//	
03/05/2025	10764	Chase Bank - PCard		6201350224.000	Op Equip-Parts-Tools-Supplies	Truck Organization - Travelsted - Great Lakes Ace	159.96	//	
03/05/2025	10764	Chase Bank - PCard		6201350224.000	Op Equip-Parts-Tools-Supplies	Plant Maintenance - Travelsted - Lowe's	197.72	//	
03/05/2025	10764	Chase Bank - PCard		6201350224.000	Op Equip-Parts-Tools-Supplies	Trash Bags - Klinedinst - Amazon	69.58	//	
03/05/2025	10764	Chase Bank - PCard		6201350224.000	Op Equip-Parts-Tools-Supplies	Tissue/Wipes - Hardin - Great Lakes Ace	45.73	//	
03/05/2025	10764	Chase Bank - PCard		6201350224.000	Op Equip-Parts-Tools-Supplies	Pack Out Storage - Stogsdill - Great Lakes Ace	169.94	//	
02/21/2025	10587	Chase Bank - PCard		6201350224.000	Op Equip-Parts-Tools-Supplies	Supplies - Klinedinst - Amazon	118.08	//	
02/28/2025	10704	Taylor Oil Co Inc		6201350230.000	Fuel-Vehicle	Vac Truck and Hoist	182.52	//	
02/28/2025	10698	Egis BLN USA Inc		6201350310.100	Consulting	GIS Work	330.00	//	
02/27/2025	10691	Boone REMC Lockbox		6201350342.000	Electric	400 S	232.75	10691e 03/03/2025	
02/27/2025	10691	Boone REMC Lockbox		6201350342.000	Electric	Oak Street	198.98	10691e 03/03/2025	
02/27/2025	10691	Boone REMC Lockbox		6201350342.000	Electric	650 Silver Wraith Ct	235.21	10691e 03/03/2025	
02/27/2025	10691	Boone REMC Lockbox		6201350342.000	Electric	Ford Rd LFTSTA	177.34	10691e 03/03/2025	
02/27/2025	10691	Boone REMC Lockbox		6201350342.000	Electric	Hunt Club Rd LFTSTA	359.40	10691e 03/03/2025	

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02/27/2025	10691	Boone REMC Lockbox		6201350342.000	Electric	550 S	173.65	10691e 03/03/2025	
02/27/2025	10691	Boone REMC Lockbox		6201350342.000	Electric	Hanley Ln	198.98	10691e 03/03/2025	
02/27/2025	10691	Boone REMC Lockbox		6201350342.000	Electric	Arcadia Ln	173.65	10691e 03/03/2025	
02/27/2025	10691	Boone REMC Lockbox		6201350342.000	Electric	4177 Turkeyfoot Rd	515.60	10691e 03/03/2025	
02/28/2025	10697	Co-Alliance Cooperative Inc		6201350342.000	Electric	Propane	1361.27	/ /	
02/27/2025	10691	Boone REMC Lockbox		6201350342.000	Electric	600 S	528.26	10691e 03/03/2025	
02/27/2025	10691	Boone REMC Lockbox		6201350342.000	Electric	9859 Irishmans Run Ln	282.89	10691e 03/03/2025	
02/27/2025	10691	Boone REMC Lockbox		6201350342.000	Electric	4126 Forress Ave	300.30	10691e 03/03/2025	
02/27/2025	10687	Citizens Energy Group		6201350344.000	Water-Sewer	410 S 4th St	66.03	10687e 03/03/2025	
02/27/2025	10687	Citizens Energy Group		6201350344.000	Water-Sewer	855 Starkey Rd	354.96	10687e 03/03/2025	
03/05/2025	10764	Chase Bank - PCard		6201350364.000	Promotions	Funeral Flowers - Stogsdill - Davis Floral	105.98	/ /	
02/21/2025	10587	Chase Bank - PCard		6201350364.000	Promotions	Flowers - Stogsdill - Blooms By Dragonfly	133.00	/ /	
03/05/2025	10764	Chase Bank - PCard		6201350364.000	Promotions	Staff Lunch - Stogsdill - Greeks Pizzeria	84.22	/ /	
02/21/2025	10587	Chase Bank - PCard		6201350364.000	Promotions	Lunch - Hardin - The Friendly Tavern	53.57	/ /	
03/05/2025	10764	Chase Bank - PCard		6201350365.000	Vehicle Repair and Maintenance	Light Bulbs - Stogsdill - Napa	100.84	/ /	
03/05/2025	10764	Chase Bank - PCard		6201350365.000	Vehicle Repair and Maintenance	Cleaning Supplies - Zellers - Autozone	220.30	/ /	
03/05/2025	10764	Chase Bank - PCard		6201350365.000	Vehicle Repair and Maintenance	Truck Cleaning - Travelsted - Autozone	117.42	/ /	
02/28/2025	10703	Blunk Safety Systems		6201350365.000	Vehicle Repair and Maintenance	Stobe Light Kits	565.00	/ /	
03/05/2025	10764	Chase Bank - PCard		6201350365.000	Vehicle Repair and Maintenance	Carwash - Stogsdill - Crew Carwash	39.99	/ /	
02/21/2025	10587	Chase Bank - PCard		6201350365.000	Vehicle Repair and Maintenance	Carwash - Fishel - Crew Carwash	39.99	/ /	
03/05/2025	10764	Chase Bank - PCard		6201350365.000	Vehicle Repair and Maintenance	Tail Light - Stogsdill - SP Gorecon	939.90	/ /	
03/05/2025	10764	Chase Bank - PCard		6201350365.000	Vehicle Repair and Maintenance	Backhoe Parts - Hardin - Tractor Supply	213.95	/ /	
02/21/2025	10587	Chase Bank - PCard		6201350365.000	Vehicle Repair and Maintenance	Carwash - Stogsdill - Crew Carwash	28.00	/ /	
02/21/2025	10587	Chase Bank - PCard		6201350365.000	Vehicle Repair and	Carwash - Hardin - Crew	39.99	/ /	

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					Maintenance	Carwash			
02/21/2025	10587	Chase Bank - PCard		6201350367.000	Equipment Repair & Maintenance	Blower Project - Travelsted - Napa	196.31	/ /	
02/28/2025	10705	Boilermasters Inc		6201350367.000	Equipment Repair & Maintenance	Boiler Work	6256.29	/ /	
02/28/2025	10694	American Pump Repair & Service Inc		6201350367.000	Equipment Repair & Maintenance	Lost Run Pump	14264.00	/ /	
02/28/2025	10694	American Pump Repair & Service Inc		6201350367.000	Equipment Repair & Maintenance	Lift Station Parts	643.00	/ /	
02/21/2025	10587	Chase Bank - PCard		6201350367.000	Equipment Repair & Maintenance	Butt Connector Supplies - Stogsdill - Great Lakes Ace	349.92	/ /	
02/21/2025	10587	Chase Bank - PCard		6201350367.000	Equipment Repair & Maintenance	Sugarbush Gen - Hardin - Napa	103.84	/ /	
02/28/2025	10705	Boilermasters Inc		6201350367.000	Equipment Repair & Maintenance	Boiler Issues	1560.21	/ /	
02/21/2025	10587	Chase Bank - PCard		6201350367.000	Equipment Repair & Maintenance	Tools - Hardin - Great Lakes Ace	105.98	/ /	
02/28/2025	10699	Fastenal Company		6201350367.000	Equipment Repair & Maintenance	Blower Parts	631.31	/ /	
02/28/2025	10695	Best Way of Indiana Inc		6201350375.000	Contractual Services	Dumpster	1203.74	/ /	
03/05/2025	10764	Chase Bank - PCard		6201350442.000	Infrastructure	Pipe Supplies - Stogsdill - Drainage Solutions Inc.	345.94	/ /	
02/21/2025	10587	Chase Bank - PCard		6201350445.000	Equipment	Tools - Hardin - NTE	899.91	/ /	
02/21/2025	10587	Chase Bank - PCard		6201350445.000	Equipment	Batteries - Stogsdill - Great Lakes Ace	265.99	/ /	
02/21/2025	10587	Chase Bank - PCard		6201350445.000	Equipment	Collection Tools - Hardin - Great Lakes Ace	548.00	/ /	
02/21/2025	10587	Chase Bank - PCard		6201350445.000	Equipment	Tool Replacement - Travelsted - The Home Depot	578.27	/ /	
03/01/2025	10683	Fund 3308 Mthly Sewer Bond Trfr		6201350949.100	Transfer	March Sewer Transfer	64477.13	10683E 03/01/2025	
SubTotal Department 350							165617.91		
SubTotal Fund Number 6201							165617.91		
**Fund Number 6604 Trash									
**Department 850									
03/04/2025	10761	Bo Co Solid Waste Mgmt District		6604850399.000	Solid Waste Fees	February Fee	2520.00	/ /	

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SubTotal Department 850							2520.00			
SubTotal Fund Number 6604							2520.00			
**Fund Number 8976 FSA Fund										
**Department 999										
03/03/2025	10707	The Bancorp Bank N A		8976999127.000	Medical Claims	February Medical claims	564.96	10707E	02/28/2025	
03/03/2025	10707	The Bancorp Bank N A		8976999127.000	Medical Claims	February Medical claims	25.00	10707E	02/28/2025	
03/03/2025	10707	The Bancorp Bank N A		8976999127.000	Medical Claims	February Medical claims	9.08	10707E	02/28/2025	
03/03/2025	10707	The Bancorp Bank N A		8976999127.000	Medical Claims	February Medical claims	576.00	10707E	02/28/2025	
03/03/2025	10707	The Bancorp Bank N A		8976999127.000	Medical Claims	February Medical claims	15.00	10707E	02/28/2025	
03/03/2025	10707	The Bancorp Bank N A		8976999127.000	Medical Claims	February Medical claims	256.75	10707E	02/28/2025	
03/03/2025	10707	The Bancorp Bank N A		8976999127.000	Medical Claims	February Medical claims	30.00	10707E	02/28/2025	
03/03/2025	10707	The Bancorp Bank N A		8976999127.000	Medical Claims	February Medical claims	79.79	10707E	02/28/2025	
03/03/2025	10707	The Bancorp Bank N A		8976999127.000	Medical Claims	February Medical claims	30.00	10707E	02/28/2025	
03/03/2025	10707	The Bancorp Bank N A		8976999127.000	Medical Claims	February Medical claims	3.74	10707E	02/28/2025	
03/03/2025	10707	The Bancorp Bank N A		8976999127.000	Medical Claims	February Medical claims	136.53	10707E	02/28/2025	
03/03/2025	10707	The Bancorp Bank N A		8976999127.000	Medical Claims	February Medical claims	45.00	10707E	02/28/2025	
03/03/2025	10707	The Bancorp Bank N A		8976999127.000	Medical Claims	February Medical claims	478.23	10707E	02/28/2025	
03/03/2025	10707	The Bancorp Bank N A		8976999127.000	Medical Claims	February Medical claims	30.00	10707E	02/28/2025	
SubTotal Department 999							2280.08			
SubTotal Fund Number 8976							2280.08			
*** GRAND TOTAL ***							3123729.15			



Administration Update

March 17, 2025

Comprehensive Plan

Subcommittee meetings underway



COMMUNITY STRATEGIES OPEN HOUSES



Wednesday April 9, 2025

4:30 - 6:30 pm

Town Hall

Ascension St. Vincent Community Room



Tuesday, April 15, 2025

4:30 - 6:30 pm

Hussey-Mayfield Memorial Public Library

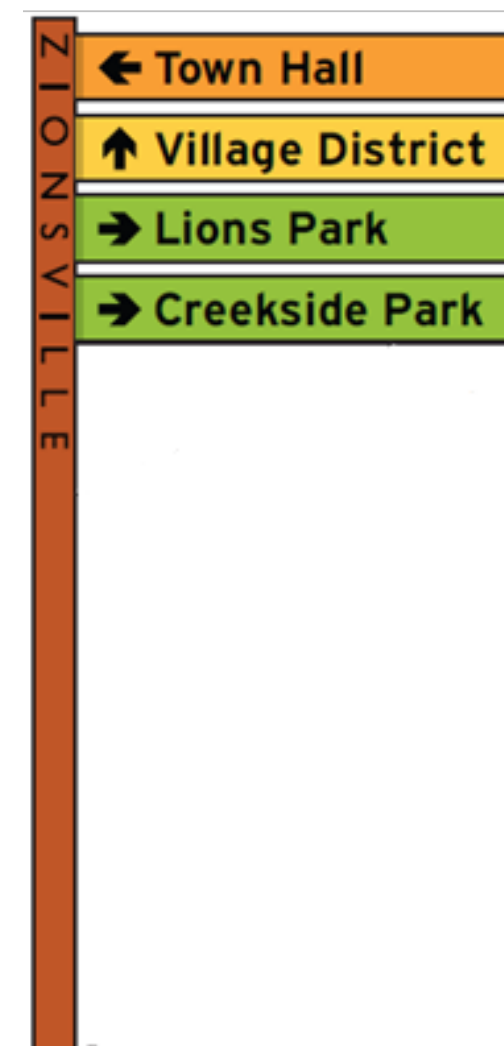
Mayfield Room



ZIONSVILLE

Wayfinding Signs

- Process started in 2020, funded in 2022
- Installation over the next few weeks



Village Restrooms

- Funded by RDC
- Accessible Year-Round
- In place by Mid-April



DORA

- All materials have been ordered
- Starting by May



Kevin Gregory Day

- March 17, 2025





Thank You

March 17, 2025



Zionsville Town Council Presentation

March 17, 2025

INDIANA MAIN STREET

Indiana Main Street encourages community-driven work in downtown areas in Indiana cities and towns. The people who make up the Main Street network are passionate advocates, dedicated volunteers, influential stakeholders, and community organizers who work every day in their communities - catalyzing reinvestment, creating jobs, and fostering pride of place.



IMS FOUR POINT APPROACH



Organization involves creating a strong foundation for a sustainable effort, including cultivating partnerships, community involvement, and resources for the district.

Promotion positions the downtown or commercial district as the center of the community and hub of economic activity, while creating a positive image that showcases a community's unique characteristics.

Design supports a community's transformation by enhancing the physical and visual assets that set the commercial district apart.

Economic Vitality focuses on capital, incentives, and other economic and financial tools to assist new and existing businesses and create a supportive environment for entrepreneurs that drive local economies.

MSZ BACKGROUND

Zionsville Chamber has been discussing Main Street Zionsville for many years but seriously investigated in 2019. Post-covid, regrouped to apply. Further research and application work began in 2023. With Zionsville Chamber support, the MSZ board was formed to apply for designation in 2024.

Application requirements include: 501c3 status, evidence of historic fabric, active board, attend MS 101, local public support meeting, letters of support, detailed workplans and ability to track key investments.
Application successful and designation received 03.06.25!

MSZ BOARD & COMMITTEES

Exec Team:

President: Erica Carpenter, Fivethirty Home, ZCDC

VP: Tom Casalini, Casalini Portraits, ZARC

Secretary: Angie McCloskey, Zionsville Olive Oil, Zionsville Farmers Market

Treasurer: Scott Lindsay, Century 21 Scheetz

Members:

Liz Esra, Cobblestone Zionsville

Mark Walters, SullivanMunce, VRA

Jarod Logsdon, Zionsville Parks and Rec

Molly Hanlon, Community Member

Barbara Jennings, CV Art and Frame

Ex Officio Members:

Jason Plunkett, Zionsville Town Council

Mike Hanlon, Zionsville Chamber

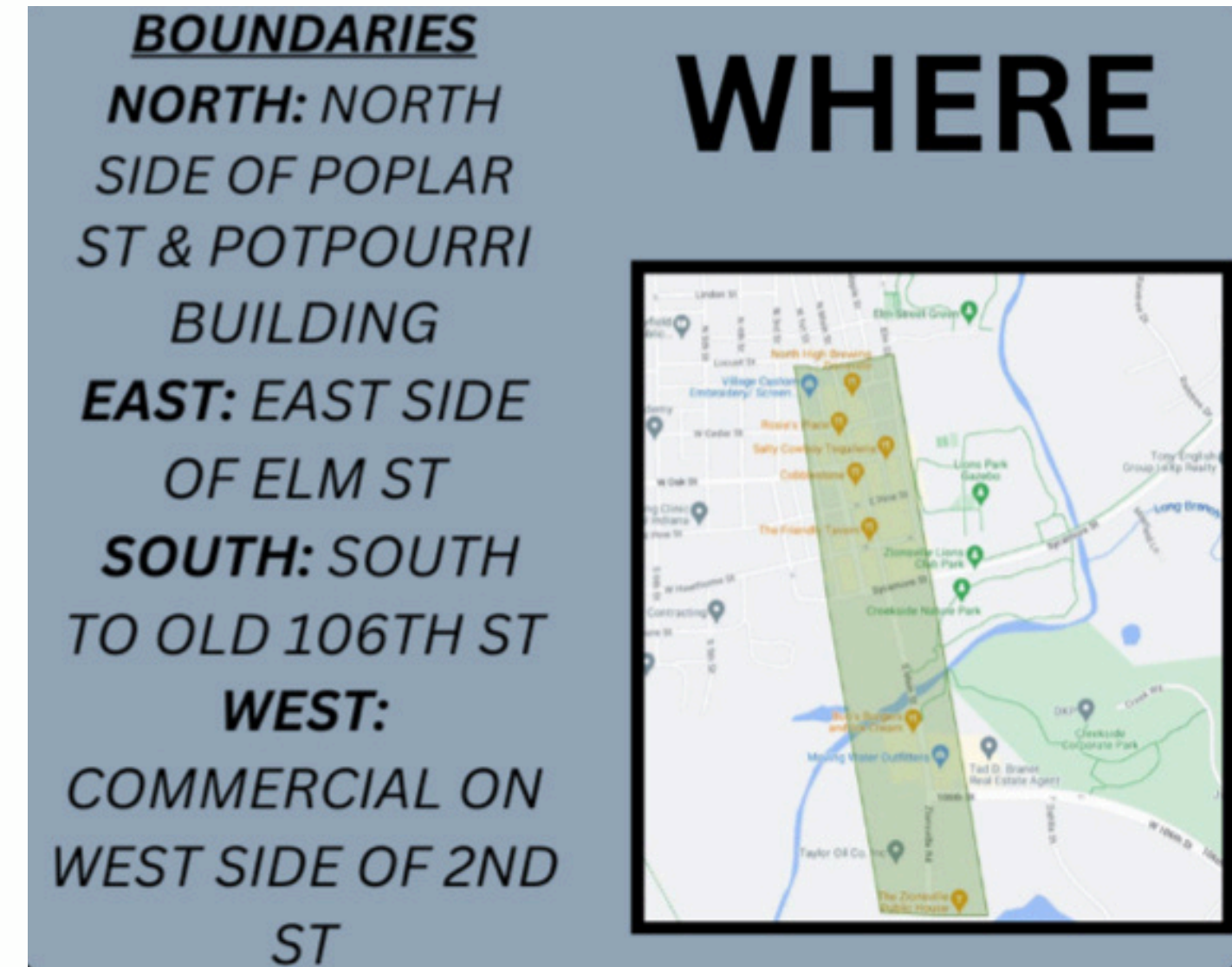
**Each Board Member leads or sits on of one of the committees:
Design, Organization, Promotion, Economic Vitality.**

We have recruited a great group of committee volunteers. Some committees have started to meet and some are in the process of being activated.

MSZ DETAILS

Application requirements yielded:
170+ businesses, over 50% women owned businesses
1100 Full and Part Time employees
Data on assessed value, number of parking spots,
building/roof type and more
Narrative of each property
Building and business owner contact information
Current and historic pictures

Not a membership organization



COMMITTEE PLANS

● Design

Working with Partners including SullivanMunce (historic markers), Zionsville Cultural District (public art) and Zionsville Parks (park refresh)

● Organization

Website is in process:
www.mainstreetzionsville.org
Organizing volunteers

● Promotion

Several events in planning stage including Art Walk on 6/27 and reactivation of Night on the Bricks

● Economic Vitality

Business visits will start this week!
Talking with the over 170+ businesses 2x per year. Verify data, promote wins, aid with growth

WHAT'S NEXT (AND HOW CAN YOU HELP)?

Thanks for all the Town of Zionsville does for our Main Street Zionsville District!

Plans to celebrate the Main Street Designation
Economic Vitality: visits, merchant meetings will lead potential business needs, including larger space
Promotions: Contact us to volunteer, waive fees for community events similar to Chamber?
Creation of Downtown Collaborative Committee (MSZ)



The background features three vertical stripes on the left side in dark grey, medium grey, and light grey. The right side of the image has a white background with a pattern of small, light red dots arranged in a grid that tapers off towards the right edge.

Main Street Zionsville
Town Council Presentation 3.17.25

THANK YOU!

Partners

**SullivanMunce, Zionsville Cultural District,
Zionsville Farmers Market, Town of Zionsville,
Zionsville Chamber of Commerce**

ORDINANCE 2024-07
OF THE TOWN COUNCIL OF THE TOWN OF ZIONSVILLE, INDIANA

AN ORDINANCE AMENDING TITLE IX, CHAPTER 90, SECTION 90.01 AND TITLE IX,
CHAPTER 98, SECTION 98.01 OF THE ZIONSVILLE TOWN CODE

WHEREAS, on October 9, 2024, the Zionsville Board of Parks and Recreation (the “Park Board”) adopted Resolution 2024-05, which, pursuant to Ind. Code § 36-10-3-10, revised and updated the general rules and regulations for Zionsville’s park system (“Park Board Resolution”); and

WHEREAS, in order to accurately reflect the Park Board Resolution and permit the Zionsville Police Department enforcement authority of said rules and regulations, it is necessary to amend the Zionsville, Indiana Code of Ordinances (“Town Code”) and

WHEREAS, the Town Council of the Town of Zionsville, Indiana (“Town Council”) finds that it is in the interest of the health and safety of the citizens of the Town of Zionsville (“Town”) to amend the Town Code to reflect the rule changes set forth in Park Board Resolution.

NOW, THEREFORE, BE IT ORDAINED by the Town Council of the Town of Zionsville, Indiana, as follows:

Section 1: The foregoing Recitals are incorporated herein by this reference.

Section 2: Title IX, Chapter 90, Section 90.01 of the Zionsville, Indiana Code of Ordinances is hereby amended to add subsection (C)(6), which shall read as follows:

“§ 90.01 ALCOHOLIC BEVERAGES IN PUBLIC PLACES.

(C) The following properties or activities shall be specifically excluded from this prohibition:

- (6) Park property when alcoholic beverages are sold and dispensed by an approved vendor under the Town Special Event application process or as established by a Designated Outdoor Refreshment Area (DORA) Ordinance.”

Section 3: The remaining provisions of the Zionsville Code of Ordinances, Title IX, Chapter 90, Section 90.01 shall remain in full force and effect and are not affected by this Ordinance.

Section 4: Title IX, Chapter 98, Section 98.01 of the Town of Zionsville Code of Ordinances is hereby amended to read as follows:

(A) “*Definitions.* For the purpose of this section, the following definitions shall apply unless the context clearly indicates or requires a different meaning.

BOARD. The Zionsville Board of Parks and Recreation.

PARK PROPERTY. All lands and property owned by, or under the control and jurisdiction of the Town Board of Park and Recreation.

PERSON. Every natural person, firm, partnership, association or corporation.

SUPERINTENDENT. The Superintendent of Parks and Recreation duly appointed by the Board.

MOTORIZED VEHICLE. A vehicle that is self-propelled. The term does not include an electric bicycle or an electric personal assistive mobility device.

CAMPING. The use of a temporary tent, temporary structure, or motorized vehicle as a residence or dwelling for the purpose of living therein, as evidenced by, but not limited to: sleeping, eating food, storage of personal belongings, and/or changing clothes in the tent, structure, or motorized vehicle and/or by the length of time an individual occupies the vehicle when stationary. Any determination of camping must be made by assessing the totality of the circumstances.

(B) *Rules and restrictions.*

- (1) No person shall hunt, trap, snare or kill any bird or animal on park property.
- (2) No person shall fire or discharge a firearm, including air or spring powered pellet or BB guns, or do any other act prohibited by Town Ord. 80-8, on or into any park property.
- (3) No person shall shoot an arrow with a bow or otherwise on or into any park property, unless prior written consent is granted the Board or Superintendent.
- (4) No person shall operate any motorized vehicle or off-road vehicle, except Town maintenance vehicles, on any park property, except on the designated parking areas.
- (5) The riding of bicycles for recreation within park property is permitted only on trails or other areas designated by the Board for bicycle use. No person shall organize, sanction, hold or engage in any bicycle race or speed contest on park property unless prior written consent is granted by the Board or Superintendent.

- (6) No person shall maintain, construct, assemble or store any building, tree house, structure or personalty on park property.
- (7) No person shall possess or consume any alcoholic beverages or controlled substances, as defined by state criminal statutes, on park property, except for the lawful possession and consumption of alcoholic beverages sold and dispensed by the Zionsville Golf Course or sold and dispensed by an approved vendor under the Town Special Event application process or as established by a Designated Outdoor Refreshment Area (DORA) Ordinance.
- (8) No person shall cut, remove, deface or destroy any tree, shrub, flower or plant excluding the normal and customary maintenance and control of weeds; further that, this provision shall not prohibit removal of any plants and the like made as a part of and necessary to any nature or biology studies conducted by classes under the supervision of their teachers or the Superintendent, and then only with prior written consent granted by the Board of Superintendent.
- (9) Except for barbecue grills installed thereon, no person shall start or cause to be started a fire unless prior written consent is granted by the Board or Superintendent.
- (10) No person shall be on any park property after or before the hours to be specified by the Board and posted at any applicable park property unless prior written consent is granted by the Board or Superintendent.
- (11) No person shall cut, remove, deface, vandalize or destroy any sign, building, structure or other property on park property.
- (12) No person shall operate motorized equipment or machinery such as a motor vehicle, motorized toy or an audio device, such as a radio, television set, tape or disc player or musical instrument, louder than necessary for the convenient hearing of such person, thereby disturbing the peace, quiet and comfort of others, unless prior written consent is granted by the Board or Superintendent.
- (13) No person, except authorized Town staff, individuals and entities authorized by the Town, or public safety personnel with jurisdictional authority, shall launch or land, or cause to be launched or landed, any Unmanned Aerial Vehicles (UAV) within park property except in designated areas.
- (14) No person shall park any motor vehicle or trailer on any park property including parking areas after or before the hours to be specified by the Board and posted at any applicable park property unless prior written consent is granted by the Board or Superintendent.
- (15) No person shall swim anywhere except within designated swimming areas.

- (16) No horses or horse trailers are allowed except on designated equestrian trails and in designated equestrian facilities.
- (17) No camping is permitted on park property as defined in subsection (A) unless prior written consent is granted by the Board or Superintendent.”

Section 5: The remaining provisions of the Zionsville Code of Ordinances, Title IX, Chapter 98, Section 98.01 shall remain in full force and effect and are not affected by this Ordinance.

Section 6: Repeal of Prior Ordinances. All prior Town ordinances or parts thereof that are inconsistent with any provision of this Ordinance are hereby repealed as of the effective date of this Ordinance.

Section 7: Construction of Clause Headings. The clause headings appearing herein have been provided for convenience and reference and do not purport and shall not be deemed to define, limit, or extend the scope or intent of the clause to which they appertain.

Section 8: Severability. If any part of this Ordinance shall be held invalid, such part shall be deemed severable and the invalidity thereof shall not affect the remainder of the Ordinance.

Section 9: Duration and Effective Date. The provisions of this Ordinance shall take effect following the date of its passage and action by the Town Council and the Mayor in the manner prescribed by Reorganization section ZR2A18 and shall remain in full force and effect until amended or repealed by ordinance of the Town Council.

Introduced and filed on the 3rd____ day of March____, 2025. A motion to consider on First Reading was sustained by a vote of __6__ in favor and __0__ opposed, pursuant to Ind. Code § 36-5-2-9.8.

Ordinance 2025-07

SO ORDAINED, this _____ day of _____, 2025, by the Town Council of the Town of Zionsville, Boone County, Indiana, having been passed by a vote of _____ in favor and _____ opposed.

**TOWN COUNCIL OF THE TOWN OF ZIONSVILLE,
BOONE COUNTY, INDIANA**

	YEA Signature	NAY Signature
Jason Plunkett, President		
Brad Burk, Vice-President		
Tim McElderry, Member		
Craig Melton, Member		
Evan Norris, Member		
Sarah Esterline Sampson, Member		
Joseph Stein, Member		

I hereby certify that the foregoing Ordinance was delivered to the Town of Zionsville Mayor John Stehr on the _____ day of _____, 2025, at _____ .m.

ATTEST: _____
Amelia Anne Lacy,
Municipal Relations Coordinator

MAYOR'S APPROVAL

John Stehr, Mayor

Date

This Ordinance was prepared by Jon Oberlander, Chief Legal Counsel, on 2/21/25 at 2:41 p.m. No subsequent revision to this Ordinance has been reviewed by Mr. Oberlander for legal sufficiency or otherwise.

ORDINANCE 2024-07
OF THE TOWN COUNCIL OF THE TOWN OF ZIONSVILLE, INDIANA

**AN ORDINANCE AMENDING TITLE IX, CHAPTER 90, SECTION 90.01 AND TITLE IX,
CHAPTER 98, SECTION 98.01 OF THE ZIONSVILLE TOWN CODE**

WHEREAS, on October 9, 2024, the Zionsville Board of Parks and Recreation (the “Park Board”) adopted Resolution 2024-05, which, pursuant to Ind. Code § 36-10-3-10, revised and updated the general rules and regulations for Zionsville’s park system (“Park Board Resolution”); and

WHEREAS, in order to accurately reflect the Park Board Resolution and permit the Zionsville Police Department enforcement authority of said rules and regulations, it is necessary to amend the Zionsville, Indiana Code of Ordinances (“Town Code”) and

WHEREAS, the Town Council of the Town of Zionsville, Indiana (“Town Council”) finds that it is in the interest of the health and safety of the citizens of the Town of Zionsville (“Town”) to amend the Town Code to reflect the rule changes set forth in Park Board Resolution.

NOW, THEREFORE, BE IT ORDAINED by the Town Council of the Town of Zionsville, Indiana, as follows:

Section 1: The foregoing Recitals are incorporated herein by this reference.

Section 2: Title IX, Chapter 90, Section 90.01 of the Zionsville, Indiana Code of Ordinances is hereby amended to add subsection (C)(6), which shall read as follows:

“§ 90.01 ALCOHOLIC BEVERAGES IN PUBLIC PLACES.

(C) The following properties or activities shall be specifically excluded from this prohibition:

- (6) Park property when alcoholic beverages are sold and dispensed by an approved vendor under the Town Special Event application process or as established by a Designated Outdoor Refreshment Area (DORA) Ordinance.”

Section 3: The remaining provisions of the Zionsville Code of Ordinances, Title IX, Chapter 90, Section 90.01 shall remain in full force and effect and are not affected by this Ordinance.

Section 4: Title IX, Chapter 98, Section 98.01 of the Town of Zionsville Code of Ordinances is hereby amended to read as follows:

(A) “*Definitions.* For the purpose of this section, the following definitions shall apply unless the context clearly indicates or requires a different meaning.

BOARD. The Zionsville Board of Parks and Recreation.

PARK PROPERTY. All lands and property owned by, or under the control and jurisdiction of the Town Board of Park and Recreation.

PERSON. Every natural person, firm, partnership, association or corporation.

SUPERINTENDENT. The Superintendent of Parks and Recreation duly appointed by the Board.

MOTORIZED VEHICLE. A vehicle that is self-propelled. The term does not include an electric bicycle or an electric personal assistive mobility device.

CAMPING. The use of a temporary tent, temporary structure, or motorized vehicle as a residence or dwelling for the purpose of living therein, as evidenced by, but not limited to: sleeping, eating food, storage of personal belongings, and/or changing clothes in the tent, structure, or motorized vehicle and/or by the length of time an individual occupies the vehicle when stationary. Any determination of camping must be made by assessing the totality of the circumstances.

(B) *Rules and restrictions.*

- (1) No person shall hunt, trap, snare or kill any bird or animal on park property.
- (2) No person shall fire or discharge a firearm, including air or spring powered pellet or BB guns, or do any other act prohibited by Town Ord. 80-8, on or into any park property.
- (3) No person shall shoot an arrow with a bow or otherwise on or into any park property, unless prior written consent is granted the Board or Superintendent.
- (4) No person shall operate any motorized vehicle or off-road vehicle, except Town maintenance vehicles, on any park property, except on the designated parking areas.
- (5) The riding of bicycles for recreation within park property is permitted only on trails or other areas designated by the Board for bicycle use. No person shall organize, sanction, hold or engage in any bicycle race or speed contest on park property unless prior written consent is granted by the Board or Superintendent.

- (6) No person shall maintain, construct, assemble or store any building, tree house, structure or personalty on park property.
- (7) No person shall possess or consume any alcoholic beverages or controlled substances, as defined by state criminal statutes, on park property, except for the lawful possession and consumption of alcoholic beverages sold and dispensed by the Zionsville Golf Course, or sold and dispensed by an approved vendor under the Town Special Event application process or as established by a Designated Outdoor Refreshment Area (DORA) Ordinance.
- (8) No person shall cut, remove, deface or destroy any tree, shrub, flower or plant excluding the normal and customary maintenance and control of weeds; further that, this provision shall not prohibit removal of any plants and the like made as a part of and necessary to any nature or biology studies conducted by classes under the supervision of their teachers or the Superintendent, and then only with prior written consent granted by the Board of Superintendent.
- (9) Except for barbecue grills installed thereon, no person shall start or cause to be started a fire unless prior written consent is granted by the Board or Superintendent.
- (10) No person shall be on any park property after or before the hours to be specified by the Board and posted at any applicable park property unless prior written consent is granted by the Board or Superintendent.
- (11) No person shall cut, remove, deface, vandalize or destroy any sign, building, structure or other property on park property.
- (12) No person shall operate motorized equipment or machinery such as a motor vehicle, motorized toy or an audio device, such as a radio, television set, tape or disc player or musical instrument, louder than necessary for the convenient hearing of such person, thereby disturbing the peace, quiet and comfort of others, unless prior written consent is granted by the Board or Superintendent.
- (13) No person, except authorized Town staff, individuals and entities authorized by the Town, or public safety personnel with jurisdictional authority, shall launch or land, or cause to be launched or landed, any Unmanned Aerial Vehicles (UAV) within park property except in designated areas.
- (14) No person shall park any motor vehicle or trailer on any park property including parking areas after or before the hours to be specified by the Board and posted at any applicable park property unless prior written consent is granted by the Board or Superintendent.
- (15) No person shall swim anywhere except within designated swimming areas.

Formatted: Font: 12 pt

- (16) No horses or horse trailers are allowed except on designated equestrian trails and in designated equestrian facilities.
- (17) No camping is permitted on park property as defined in subsection (A) unless prior written consent is granted by the Board or Superintendent.”

Section 5: The remaining provisions of the Zionsville Code of Ordinances, Title IX, Chapter 98, Section 98.01 shall remain in full force and effect and are not affected by this Ordinance.

Section 6: Repeal of Prior Ordinances. All prior Town ordinances or parts thereof that are inconsistent with any provision of this Ordinance are hereby repealed as of the effective date of this Ordinance.

Section 7: Construction of Clause Headings. The clause headings appearing herein have been provided for convenience and reference and do not purport and shall not be deemed to define, limit, or extend the scope or intent of the clause to which they appertain.

Section 8: Severability. If any part of this Ordinance shall be held invalid, such part shall be deemed severable and the invalidity thereof shall not affect the remainder of the Ordinance.

Section 9: Duration and Effective Date. The provisions of this Ordinance shall take effect following the date of its passage and action by the Town Council and the Mayor in the manner prescribed by Reorganization section ZR2A18 and shall remain in full force and effect until amended or repealed by ordinance of the Town Council.

Introduced and filed on the ____ day of _____, 2025. A motion to consider on First Reading was sustained by a vote of ____ in favor and ____ opposed, pursuant to Ind. Code § 36-5-2-9.8.

SO ORDAINED, this ____ day of _____, 2025, by the Town Council of the Town of Zionsville, Boone County, Indiana, having been passed by a vote of ____ in favor and ____ opposed.

**TOWN COUNCIL OF THE TOWN OF ZIONSVILLE,
BOONE COUNTY, INDIANA**

	YEA Signature	NAY Signature
Jason Plunkett, President		
Brad Burk, Vice-President		
Tim McElderry, Member		
Craig Melton,		



Town of Zionsville | 100 West Oak Street | Zionsville, Indiana 46077 | www.zionsville-in.gov

Attn: President Plunkett and the Zionsville Town Council

As our community continues to utilize our park system in new and innovative ways, the Zionsville Board of Parks and Recreation must consider revisions to our established park rules to promote positive experiences, safety, and enhance recreational opportunities. According to IC 36-10-3-10, the Board of Park and Recreation may establish rules governing the use of park and recreation facilities by the public. At the October 9th, 2024 meeting, the Park Board passed Resolution 2024-05 to restate the rules of our park system. Revisions include parameters around drone use, swimming and equestrian access, parking lot hours, and the authorization of alcohol sale and consumption in association with special events and consumption of alcohol in association with DORA park properties.

The Zionsville Parks and Recreation Department requests your consideration in an update to the Town's municipal code to accurately reflect these rule changes and permit the Zionsville Police Department authority for enforcement.

We appreciate your consideration on this important update.

Thank you,

Farod Logsdon

Superintendent of Parks and Recreation

Administration 317.344.1167	Finance & Records 317.873.5410	Police 317.873.5967	Public Works 317.873.4544	Parks & Recreation 317.733.2273
Town Council 317.873.5130	Town Court 317.344.1176	Fire 317.873.5358	Municipal Action Center 317.873.5410	Community & Economic Development 317.873.8247

ORDINANCE NO. 2025-08
OF THE TOWN COUNCIL OF THE TOWN OF ZIONSVILLE, INDIANA
AN ORDINANCE AMENDING TITLE VII, CHAPTER 70, SECTION 70.29 OF THE
ZIONSVILLE TOWN CODE

WHEREAS, Zionsville Town Code § 70.29 states that the Zionsville Town Council (“Town Council”) is authorized to designate crosswalks and establish pedestrian safety zones within the Town of Zionsville, Boone County, Indiana (“Town”); and

WHEREAS, in order to enhance the efficiency of designating crosswalks and pedestrian safety zones within the Town, the Town Council now finds that it is in the best interest of public safety to allow the Mayor to administratively designate crosswalks and the establish pedestrian safety zones within the Town.

NOW, THEREFORE, BE IT ORDAINED AND ENACTED by the Town Council of the Town of Zionsville, Boone County, Indiana, meeting in regular session as follows:

Section 1. The forgoing Recitals are incorporated herein by this reference.

Section 2. Title VII, Chapter 70, § 70.29 of the Zionsville Town Code is hereby amended to read as follows:

“§ 70.29 MAYOR TO DESIGNATE CROSSWALKS AND ESTABLISH SAFETY ZONES.

The Mayor, in consultation with the Zionsville Department of Public Works, is hereby authorized:

- (A) To designate and maintain, by appropriate devices, marks or lines upon the surface of the roadway, crosswalks at intersections, where, in the opinion of the Mayor, there is particular and warranted need to enhance awareness of pedestrians crossing the roadway and at such other places as the Mayor may deem necessary; and
- (B) To establish safety zones of such kind and character and at such places as the Mayor may deem necessary for the protection of pedestrians.”

Section 3: If any portion of this Ordinance is for any reason declared to be unconstitutional or invalid, such decision shall not affect the validity of the remaining portions of this Ordinance so long as enforcement of same can be given the same effect.

Section 4: The provisions of this Ordinance shall take effect following the date of its passage and action by the Town Council and the Mayor in the manner prescribed by Reorganization section ZR2A18 and shall remain in full force and effect until amended or repealed by ordinance of the Town Council.

Introduced and filed on the ____ day of _____, 2025. A motion to consider on First Reading was sustained by a vote of ____ in favor and ____ opposed, pursuant to Ind. Code § 36-5-2-9.8.

Ordinance 2025-08

DULY PASSED AND ADOPTED this ____ day of _____, 2025, by the Town Council of the Town of Zionsville, Boone County, Indiana, having been passed by a vote of _____ in favor and _____ opposed.

**TOWN COUNCIL OF THE TOWN OF ZIONSVILLE,
BOONE COUNTY, INDIANA**

	YEA Signature	NAY Signature
Jason Plunkett, President		
Brad Burk, Vice-President		
Tim McElderry, Member		
Craig Melton, Member		
Evan Norris, Member		
Sarah Esterline Sampson, Member		
Joseph Stein, Member		

I hereby certify that the foregoing Ordinance was delivered to the Town of Zionsville Mayor John Stehr on the _____ day of December, 2024, at _____ .m.

ATTEST: _____
Amelia Anne Lacy,
Municipal Relations Coordinator

MAYOR'S APPROVAL

John Stehr, Mayor

Date

This Ordinance was prepared by Jon Oberlander, Chief Legal Counsel on December 19, 2024 at 11:55 .a.m. No subsequent revision to this Ordinance has been reviewed by Mr. Oberlander for legal sufficiency or otherwise.



TO: Zionsville Town Council

FROM: Lance A. Lantz, DPW Director 

DATE: February 25, 2025

SUBJECT: Crosswalk Ordinance Amendment

The Department of Public Works (DPW) has developed a three-tiered, data-driven evaluation and quantification process to determine if a marked crosswalk is warranted at mid-block locations, as these crosswalks introduce directed conflict between pedestrians and vehicles. Determinations must be responsible and measured as they are considered across our community through this continuous and dynamic evaluation process. Unique locations for consideration will be developed in conjunction with the Pathways Committee, and when any location warrants formal investigation, pedestrian counts are taken and compared against traffic volumes. Should a location satisfy the locally derived criteria, Zionsville Town Code §70.29 currently assigns the authority to recognize and establish these crosswalks to the Town Council as the final step in the process.

Given the administrative nature of this operation, Ordinance 2025-08 proposes to transfer the above authority to the mayor upon recommendation(s) by the DPW after proper evaluation. The evaluation process, as may be amended from time to time, remains unchanged and this ordinance removes the burden of considerations from the Town Council by assignment to the mayor.



TO: Zionsville Town Council

FROM: Lance A. Lantz, DPW Director 

DATE: March 6, 2025

SUBJECT: Drainage Easement Encroachment at 6325 S. CR 275 E.

The town does not own, operate, or maintain any drainage facilities in the subject easement, nor does the easement area appear to contain concentrate overland water conveyance through or across the property. As such, DPW does not object to the acknowledgment of an encroachment into the rear yard drainage easement.

Amy Lacy

From: Jordin Dickerson <jordindickerson@yahoo.com>
Sent: Wednesday, December 4, 2024 10:58 AM
To: Craig Melton; Amy Lacy
Cc: jordin Dickerson; Shaun Dicky
Subject: 6325 S 275 E Lebanon In - Located in District 3 appeal easement ordinance
Attachments: Pole Barn.pdf

Amy & Craig,

My husband and I would like to appeal the easement. We live in a very rural area, where there is nothing but acres of farm ground around us. We live and love the farm ground around us, which is why we are asking to appeal this ordinance. We have a small property that consist of 3.5 acres roughly. We are wish to speak to the town council, explain we wish to keep as much of the farm scenery preserved as it is. We love our home and our property and have lots of future plans for the design of the back yard, as well as ares we can create space for our families and generations to come to have endless farm memories.

We fully understand there is a easement 40 ft off the back of our property we are asking to move the barn about 10-15 feet into that space to avoid construction issues with drive ways and other low unstable ground to build our barn on. We ask that you look over the plans and see that we have spoken to all surrounding neighbors to make sure everyone was okay with our design plans. We are a small community of neighbors who all have many outdoor structures and some everyone is happy with our future plans to increase value, also appearance and most of all use as much of the yard we so love, around our home.

Please take this into consideration for our proprty is off the beaten path, in a small area with a community of neighbors who look out for each other and enjoy our spaces and want to make the most of the areas we've been blessed to raise families and make memories at.

Thank you all for you time,

Please reach out for questions attached are the plans you can see we have nothing behind us but over 500 acres of farm ground and open space. We have small dogs and also don't want to give wildlife a place to creep and hurt our small animals. So we ask that you just take into consideration for our family and our homestead we would like to use all available space we have to improve the areas surrounding our forever home.

Thanks again

Jordin Dickerson

JordinDickerson@yahoo.com
317-379-6601









MEMORANDUM

TO: Town of Zionsville Town Council
FROM: Mike Dale, Director of Planning and Building
DATE: 10 March 2025
RE: Drainage Easement Encroachment at 6325 S CR 275 E (Jordin Dickerson)

Request

The owner of property at 6325 S CR 275 E is seeking to place a 40'x60' pole barn within an established "40' rear yard setback & drainage easement" (see Attachment 1). The barn would encroach 10'-15' into the existing easement. If the encroachment is granted, then the owner will seek administrative approval of an encroachment agreement and an improvement location permit for placement of the barn in the easement.

Location

The 3.7-acre site is located between county roads E 600 S and E 650 S on the east side of CR 275 E in Perry Township in the Rural AG zoning district. The site is described as Lot 2 of the J. Marshall Minor Plat recorded 2 February 2019. The site is improved with a house and accessory structure with access from CR 275 E.

J. Marshall Minor Plat

The platted subdivision consists of three lots on 11.8 acres (see Attachments 2A & 2B). All three lots are depicted as having a 40' rear yard setback & drainage easement along their east boundaries. Staff believes the 40' rear setback was intended to conform to the 40' buffer yard requirement of the zoning code. Staff now believes the buffer yard standard is intended to be applicable to non-residential lots that border residential lots; hence, the 40' setback was incorrectly applied to the plat. Furthermore, building setback standards are properly determined by the zoning district and not a subdivision plat. The recorded 40-foot-wide rear yard setback exceeds the Ordinance-required five-foot rear setback for accessory structures in the Rural AG district. The town's Department of Public Works has reviewed this request and has no objection to allowing placement of the proposed barn within the 40' drainage easement (see Attachment 3).

Alternative Process

Concurrent with this encroachment request, the owner is seeking Plan Commission approval of a primary plat amendment (Docket # 2025-01-PPA) to change the 40' drainage easement to a 15' drainage easement. If this amendment is approved, then the owner must wait 30 days before the secondary plat amendment may be approved and recorded. To minimize the risk of the encroachment being denied by the town council, the property owner has chosen this concurrent process. If the encroachment is granted by the town council, then the owner will decide whether to proceed with the plat amendment.

Staff Position

Staff is supportive of the property owner's request to encroach into the 40' rear yard setback & drainage easement as shown on the recorded plat.

Mike Dale, AICP

Michael Dale

From: Amy Lacy
Sent: Friday, March 7, 2025 9:29 AM
To: Michael Dale
Subject: FW: 6325 S 275 E Lebanon In - Located in District 3 appeal easement ordinance
Attachments: Pole Barn.pdf

Mike,
Here is Jordin's Dickerson's email explaining her request.

Amy Lacy, IAMC
Municipal Relations Coordinator
Town of Zionsville

O: (317) 733-2277
C: (317) 995-1763
alacy@zionsville-in.gov
www.zionsville-in.gov



From: Jordin Dickerson <jordindickerson@yahoo.com>
Sent: Wednesday, December 4, 2024 10:58 AM
To: Craig Melton <cmelton@zionsville-in.gov>; Amy Lacy <ALacy@zionsville-in.gov>
Cc: jordin Dickerson <jordindickerson@yahoo.com>; Shaun Dicky <dicky5052005@hotmail.com>
Subject: 6325 S 275 E Lebanon In - Located in District 3 appeal easement ordinance

Amy & Craig,

My husband and I would like to appeal the easement. We live in a very rural area, where there is nothing but acres of farm ground around us. We live and love the farm ground around us, which is why we are asking to appeal this ordinance. We have a small property that consist of 3.5 acres roughly. We are wish to speak to the town council, explain we wish to keep as much of the farm scenery preserved as it is. We love our home and our property and have lots of future plans for the design of the back yard, as well as ares we can create space for our families and generations to come to have endless farm memories.

We fully understand there is a easement 40 ft off the back of our property we are asking to move the barn about 10-15 feet into that space to avoid construction issues with drive ways and other low unstable ground to build our barn on. We ask that you look over the plans and see that we have spoken to all surrounding neighbors to make sure everyone was okay with our design plans. We are a small community of neighbors who all have many outdoor structures and some

everyone is happy with our future plans to increase value, also appearance and most of all use as much of the yard we so love, around our home.

Please take this into consideration for our property is off the beaten path, in a small area with a community of neighbors who look out for each other and enjoy our spaces and want to make the most of the areas we've been blessed to raise families and make memories at.

Thank you all for your time,

Please reach out for questions attached are the plans you can see we have nothing behind us but over 500 acres of farm ground and open space. We have small dogs and also don't want to give wildlife a place to creep and hurt our small animals. So we ask that you just take into consideration for our family and our homestead we would like to use all available space we have to improve the areas surrounding our forever home.

Thanks again

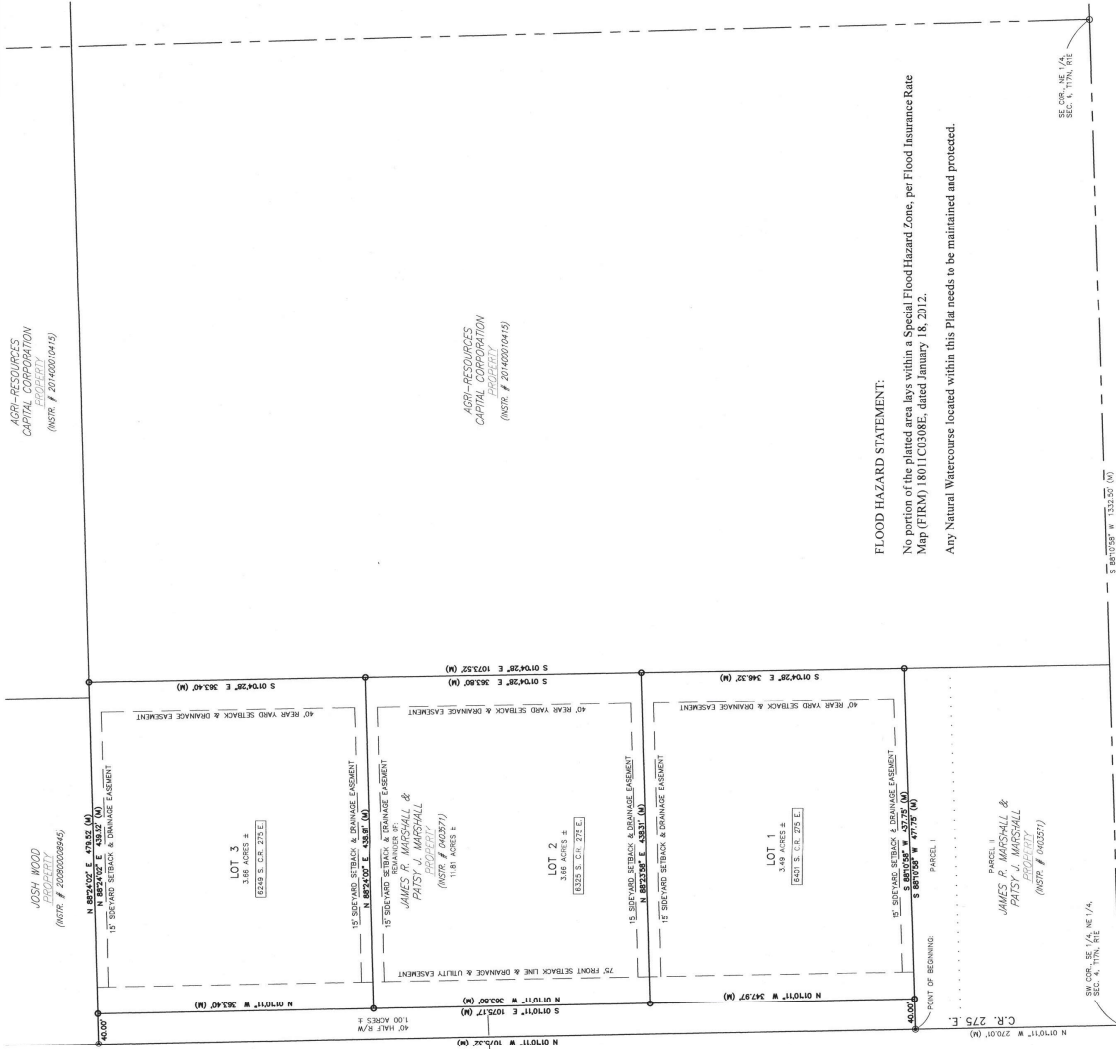
Jordin Dickerson

JordinDickerson@yahoo.com

317-379-6601

AGRI-RESOURCES
CAPITAL CORPORATION
PROPERTY
(INSTR. # 201400010415)

JOSH WOOD
PROPERTY
(INSTR. # 20080000894)



Any Natural Watercourse located within this Plat needs to be maintained and protected.

DULY ENTERED FOR TAXATION
Leatha Myers 2/15/19
SUBJECT TO FINAL ACCEPTANCE
AUDITOR, BOONE COUNTY

Copyright © Hause Surveying and Engineering, LLC. All rights reserved. No part of this drawing may be reproduced by photocopying, recording or by any other means, or stored, processed or transmitted in any way by computer or other systems without the prior written permission of the surveyor. Copies of this plan without a dated and blue signature are not valid.

BOOK 26 PAGE 84

PROJECT NO. 18501	SHEET NO. 1 OF 3 SHEETS	MARSHALL MINOR PLAT		JAMES & PATSY MARSHALL		PT. SE 1/4, NE 1/4, SEC. 4, T17N, R1E.		PERRY TOWNSHIP, BOONE CO., IN		
		No.	Date	Revisions	1.	11/15/18	POST PAC REVISIONS	2.	11/30/18	ENGINEER'S COMMENTS
		DRAWN BY: JEH		CHECKED BY: WCF		DATE: 10/10/2018		SCALE: 1" = 100'		

18501 FEB 04 2019 EXPIRATION OF REGISTERED PROFESSIONAL ENGINEER

HAUSE SURVEYING & ENGINEERING, INC.

105 N. MERIDIAN ST.

LEBANON, IN 46052

PHONE: (765) 482-5141

INFO@HAUSESURVEYINGANDENGINEERING.COM

A SERVICE DISABLED VETERAN

OWNED SMALL BUSINESS

MARSHALL MINOR PLAT - SECONDARY PLAT

CERTIFICATE OF SURVEY

I, the undersigned, hereby certify that this survey and the associated surveyor's report were executed under my supervision and to the best of my knowledge, information, and belief were performed in accordance with the current Indiana Minimum Survey Standards, 865 IAC 1-12, for the type of survey as indicated herein, on the following described real estate:

LAND DESCRIPTION: (PART OF INSTR. # 0403571)

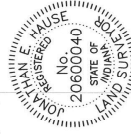
A part of the Southeast Quarter of the Northeast Quarter of Section 4, Township 17 North, Range 1 East, Perry Township, Boone County, Indiana, being that 11.81 acre parcel surveyed by Jonathan E. Hause, P.S. 206000040 and shown on a plat of survey certified on October 10, 2018 as Hause Surveying and Engineering Job Number 18P501. (all monuments herein referenced are as set or found on the aforesaid Hause Survey), being more particularly described as follows:

Commencing at the Southeast corner of the Northeast Quarter of said Section 4; thence South 88 degrees 10 minutes 58 seconds West 1332.50 feet along the South line of the Northeast Quarter of said Section 4, to the Southwest corner of the Southeast Quarter of the Northeast Quarter of said Section 4; thence North 01 degree 10 minutes 11 seconds West 270.01 feet along the West line of the Southeast Quarter of the Northeast Quarter of said Section 4 to a magnetic nail with metal washer stamped "HAUSE PL S20600040" (hereafter called mag nail with washer), said point also being the Point of Beginning of this description; thence continuing North 01 degree 10 minutes 11 seconds West 1075.32 feet along the West line of the Southeast Quarter of the Northeast Quarter of said Section 4 to a mag nail with washer; thence North 88 degrees 24 minutes 02 seconds East 479.52 feet to a 5/8-inch diameter rebar with blue plastic cap stamped "HAUSE PL S20600040" (hereafter called capped rebar); thence South 01 degree 04 minutes 28 seconds East 1073.52 feet to a capped rebar; thence South 88 degrees 10 minutes 58 seconds West 477.75 feet to the Point of Beginning.

Containing 11.81 acres, more or less, and being subject to all Legal Highways, Rights-of-way and Easements of Record.

I further certify that points were found or set at the locations on the subject real estate, as shown, and that this survey correctly shows the location of all visible elements of which the undesignated has been advised, and all visible encroachments, if any, across the established survey lines.

CERTIFIED October 10, 2018



Jonathan E. Hause, P.L.S.,
Professional Land Surveyor
Indiana No. LS20600040

SURVEYOR'S REPORT

In accordance with Title 865, Article 1, Rule 12, of the Indiana Administrative Code (formerly Title 864, Article 1.1, Chapter 13), establishing minimum standards for the practice of land surveying in Indiana, currently in effect, the following observations and opinions are submitted regarding the various uncertainties in the location of the lines and corners established on this survey as a result of:

- a) Variances in the reference monuments;
- b) Discrepancies in record descriptions and plats;
- c) Inconsistencies in lines of occupation;
- d) Random Errors in Measurement (Relative Positional Accuracy):

The purpose of this survey was to retrace and monument the remainder of the Marshall Parcel described in Instrument Number 0403571 as recorded in the Office of the Recorder of Boone County, Indiana, and minor plat it per instructions from the client

The survey was controlled by the following monuments:

- 1.) The monuments called for as found or set on a Survey by Mr. Jerry Carter, P.S., dated December 16, 2010. This Survey was found within the Records of Anderson and Associates. Uncertainty in these monuments - 1.00 foot.

The basis of bearings for this survey is based upon said Carter Survey, with the South line of the Northeast Quarter of said Section 4, bearing South 88 degrees 10 minutes 58 seconds West.

There are no discrepancies in record descriptions and plats.

There are no inconsistencies in lines of occupation.

As a result of the above observations, it is my opinion that the uncertainties in locations of the lines and corners established on this survey are as follows:

- a) Variance in reference monuments: As Noted Above
- b) Discrepancies in record descriptions and plats: Negligible
- c) Inconsistencies in lines of occupation: As Noted Above
- d) Relative Positional Accuracy (RPA) of the corners of the subject tract established by this survey is within the specifications of a suburban survey (± 0.13 feet plus 100 parts per million) as defined in I.A.C. 865.

RIGHT-OF-WAY TO BE DEDICATED TO THE TOWN OF ZIONSVILLE BY THIS PLAT: (PART OF INSTR. 2018001878)

A part of the Southeast Quarter of the Northeast Quarter of Section 4, Township 17 North, Range 1 East, Perry Township, Boone County, Indiana, being that 11.81 acre parcel surveyed by Jonathan E. Hause, P.S. 206000040 and shown on a plat of survey, certified on October 10, 2018 as Hause Surveying and Engineering Job Number 18P501 (all monuments herein referenced are as set or found on the aforesaid Hause Survey), being more particularly described as follows:

Commencing at the Southeast corner of the Northeast Quarter of said Section 4; thence South 88 degrees 10 minutes 58 seconds West 1332.50 feet along the South line of the Northeast Quarter of said Section 4, to the Southwest corner of the Southeast Quarter of the Northeast Quarter of said Section 4; thence North 01 degree 10 minutes 11 seconds West 270.01 feet along the West line of the Southeast Quarter of the Northeast Quarter of said Section 4 to a magnetic nail with metal washer stamped "HAUSE PL S20600040" (hereafter called mag nail with washer), said point also being the Point of Beginning of this description; thence continuing North 01 degree 10 minutes 11 seconds West 1075.32 feet along the West line of the Southeast Quarter of the Northeast Quarter of said Section 4 to a mag nail with washer; thence North 88 degrees 24 minutes 02 seconds East 40.00 feet to a 5/8-inch diameter rebar with blue plastic cap stamped "HAUSE PL S20600040" (hereafter called capped rebar); thence South 01 degree 10 minutes 11 seconds East 1075.17 feet to a capped rebar; thence South 88 degrees 10 minutes 58 seconds West 40.00 feet to the Point of Beginning.

Containing 1.00 acres, more or less, and being subject to all Legal Highways, Rights-of-way and Easements of Record.

MARSHALL MINOR PLAT	
JAMES & PAISY MARSHALL	
PT. SE 1/4, NE 1/4, SEC. 4, T17N, R1E,	
PERRY TOWNSHIP, BOONE CO., IN	
Drawn By:	JEH
Checked By:	11/13/18
Engineer's Comments:	2.
Date:	11/13/18
Scale:	1" = 100'

SHEET NO. 2
OF 3 SHEETS
PROJECT NO. 18P501

105 N. MERIDIAN ST.
LEBANON, IN 46052
PHONE: (765) 482-5141
INFO@HAUSESURVEYINGENGINEERING.COM
A SERVICE DISABED VETFRAN
OWNED SMALL BUSINESS

J. MARSHALL MINOR PLAT - SECONDARY PLAT

PLAT DEDICATION

Now therefore know all persons by these presents that We do hereby lay off, plat and subdivide said Real Estate in accordance with the within Plat.

This Subdivision shall be known as J. MARSHALL MINOR PLAT, an addition to the Town of Zionsville, Boone County, Indiana.

All streets, alleys, ways and public open spaces shown on the within Plat not heretofore dedicated to the public are hereby dedicated to the Town of Zionsville for public use and maintenance, save and except for those streets, alleys, ways and open spaces specifically identified as private on the plat and approved by the Plat Commission to be privately owned, operated and maintained.

Front building setback lines are hereby established as shown or the within Plat, between which lines and street right-of-way lines no building or structure (except for parking areas, driveways and interior access drives) shall be erected or maintained.

All storm water, drainage, water, and sanitary sewer easements shown on this Plat are hereby dedicated to the Town of Zionsville, save and except for those storm water, drainage, water, and sanitary sewer easements specifically identified as private on the plat and approved by the Plat Commission to be privately owned, operated and maintained. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities. The easement area of each Lot shall be continuously maintained as a yard area by the Owner of the Lot, except for those improvements which are the responsibility of a public authority or utility company to maintain.

Within drainage easements, no structure, planting or other material shall be placed or permitted to remain which may change the direction of flow or drainage channels in the easements or which may obstruct or retard the flow of water through drainage channels in the easements. The drainage easement of each Lot and all improvements in the drainage easement, including slope and drainage pattern, shall be continuously maintained as a yard area by the Owner of the Lot, except for those improvements which are the responsibility of a public authority or utility to maintain.

The first five (5) feet of any utility easement which is located along a street right-of-way shall be reserved for use as a right-of-way for the installation and maintenance of utility lines and structures for the use of the Town of Zionsville, Boone County, Indiana, and shall be subject to the right of the Town of Zionsville, Boone County, Indiana, to install and maintain utility lines and structures for the use of the Town of Zionsville, Boone County, Indiana. All other utility easements shall be installed within the first five (5) feet of said utility easement at or near perpendicular. No other utilities or appurtenances thereto shall be installed within the first five (5) feet of said utility easement without the written approval of the Town Engineer.

The foregoing plat covenants shall run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty-five (25) years from the _____ day of _____, at which time said plat covenants shall automatically be extended for successive periods of ten (10) years unless by vote of a majority of the then Owners of the building site covered by these plat covenants it is agreed to change such plat covenants in whole or in part.

The following commitments run with the property and do not expire.

Public Pathway/ Sidewalk, as approved by the Zionsville Plan Commission, shall be constructed to the then current Town Construction Standards, at the time said public infrastructure is extended to the property line of the subdivision within (1) one year of said extension reaching the subject site. Construction costs shall be at the expense and responsibility of the subdivider.

Invalidation of any one of the foregoing plat covenants by judgment or court order shall in no way affect any of the other plat covenants which shall remain in full force and effect.

The right to enforce these covenants by injunction, together with the right to cause the removal by due process of law of any structure or part thereof erected or maintained in violation hereof, is hereby dedicated to the public, and reserved to the several Owners of the several Lots in the Subdivision and to their heirs and assigns.

In Witness whereof, Owner has executed this instrument this 12 day of February, 2019
 Signature James R. Marshall Signature Patsy J. Marshall
 James R. Marshall Attorney in fact Patsy J. Marshall Attorney in fact
 Title: Owner All Lots Title: Owner All Lots
 State of Indiana POA 2019001216
 County of Boone

James R. Marshall by Rick Marshall, attorney in fact
 and Patsy J. Marshall by
 Rick Marshall, attorney in fact

Before me, a notary public in and for said County and State, personally appeared Owner(s) of the Real Estate, who acknowledged the execution of the foregoing instrument and who, having been duly sworn, stated that any representations therein contained are true.

Witness my hand and notarial seal this 12 day of February, 2019.

Signature [Signature]
 Printed Patsy J. Marshall

County of Residence Tipton
 My Commission Expires 6/26/2020

This document being executed pursuant to a Power of Attorney dated December 19, 2018 and recorded as Instrument Document No. 21 in the office of the Recorder of Boone County, Indiana.



PLAN COMMISSION APPROVAL

The Town Engineer and Building Commissioner of the Town of Zionsville have reviewed this Plat for technical conformity with the standards fixed in the Zionsville Zoning Ordinance and the Zionsville Subdivision Control Ordinance and hereby certifies that this Plat meets all of the minimum requirements of the applicable ordinances and requirements of the Town of Zionsville, Boone County, Indiana.

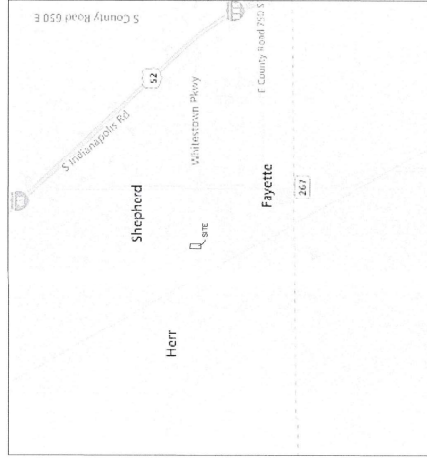
By: [Signature]
 Printed: Wayne DeLong
 Town Engineer,
 Town of Zionsville,
 Boone County, Indiana
 Date: 2/12/19

We, the undersigned, do hereby certify that under authority provided by the Indiana Planning Law, IC 36-7-4, et. seq., enacted by the General Assembly of the State of Indiana, and all acts amendatory thereto, the Plat depicted herein is the Plat which was given approval by the Town of Zionsville Plan Commission at a meeting held on the 17 day of February, 2019.

Witness by signature this 12 day of February, 2019.

TOWN OF ZIONSVILLE PLAN COMMISSION

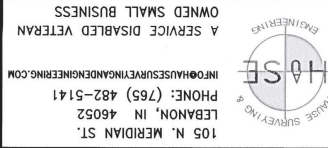
Signature [Signature] Signature [Signature]
 Printed David L. Adams Printed Wayne DeLong
 Title President Title Secretary

VICINITY MAP
NO SCALE

JAMES & PATSY MARSHALL
 PT. SE 1/4, NE 1/4, SEC. 4, T17N, R1E,
 PERRY TOWNSHIP, BOONE CO., IN

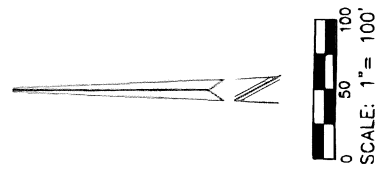
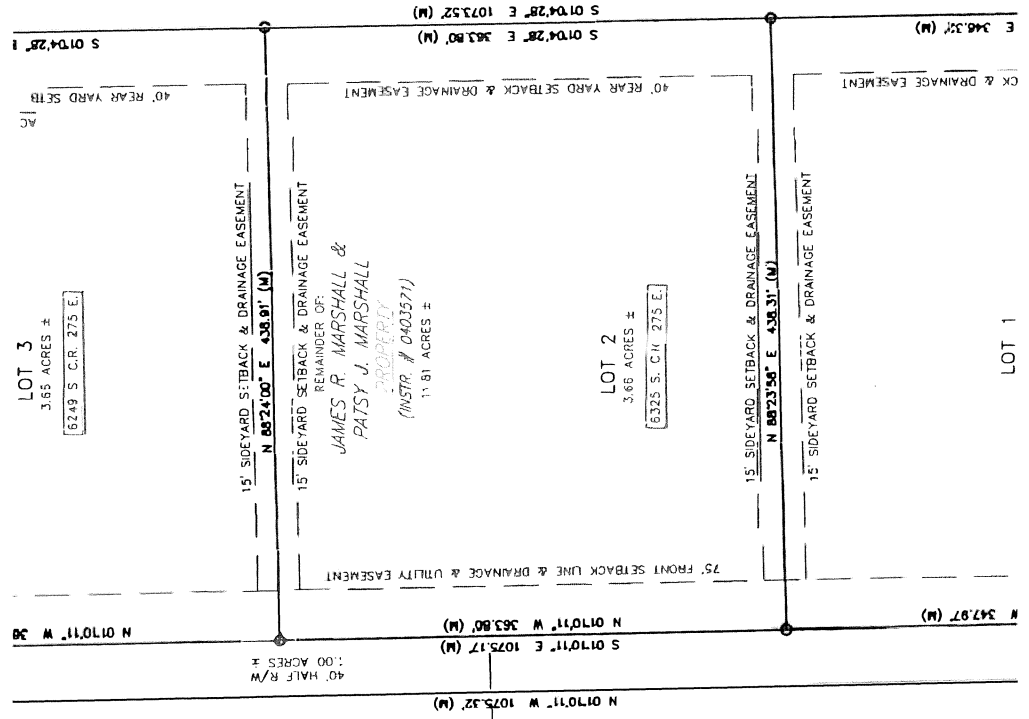
MARSHALL MINOR PLAT

SHEET NO. 3
 OF 3 SHEETS
 PROJECT NO. 18F501



105 N. MERIDIAN ST.
 LEBANON, IN 46052
 PHONE: (765) 482-5141
 INFO@HAUSESURVEYINGENGINEERING.COM
 A SERVICE DISABLED VETERAN OWNED SMALL BUSINESS

No.	Date	Revisions
1.	11/13/18	POST IAC REVISIONS
2.	11/30/18	ENGINEER'S COMMENTS
		CHECKED BY: WFL
		DATE: 10/10/2018
		SCALE: 1" = 100'



LEGEND

- AS APPLICABLE
- 5/8-INCH REBAR W/ CAP
- 5" AMPED "HAUSE PLS20600040"
- MAGNETIC NAIL W/ WASHER
- STAMPED "HAUSE PLS20600040"
- UTILITY POLE
- TELEPHONE PEDESTAL
- WATER METER
- LIGHT POLE
- AIR CONDITIONER
- PRIVACY FENCE
- 6 FOOT CHAIN FENCE W/ BARB WIRE
- CLEAN OUT
- GUY WIRE
- ELECTRIC METER/BOX
- GAS ENTRANCE
- SANITARY MANHOLE
- TREE
- DEED BEARING AND DISTANCE
- (M) MEASURED BEARING AND DISTANCE
- WATER VALVE
- FIRE HYDRANT
- STORM MANHOLE



TO: Zionsville Town Council

FROM: Lance A. Lantz, DPW Director *LL*

DATE: March 6, 2025

SUBJECT: Drainage Easement Encroachment at 6325 S. CR 275 E.

The town does not own, operate, or maintain any drainage facilities in the subject easement, nor does the easement area appear to contain concentrate overland water conveyance through or across the property. As such, DPW does not object to the acknowledgment of an encroachment into the rear yard drainage easement.

LOAN AGREEMENT

BETWEEN

THE CLUB AT HOLLIDAY FARMS, LLP

AND

TOWN OF ZIONSVILLE, INDIANA

Dated as of [May 1, 2025]

Certain of the rights of the Issuer hereunder have been assigned to [Old National Wealth Management] as Trustee under a Trust Indenture, dated as of the date hereof, from the Issuer.

LOAN AGREEMENT

This is a LOAN AGREEMENT, dated as of [May 1, 2025] (the “Loan Agreement”), between THE CLUB AT HOLLIDAY FARMS, LLP, an Indiana limited liability partnership, duly organized and validly existing under the laws of the State of Indiana (the “Borrower”), and the TOWN OF ZIONSVILLE, INDIANA, a municipal corporation duly organized and validly existing under the laws of the State of Indiana (the “Issuer” or the “Town”).

WHEREAS, the Indiana Code, Title 36, Article 7, Chapters 11.9, 12, 14 and 25, as supplemented and amended (collectively, the “Act”), authorizes and empowers the Issuer to issue revenue bonds and to lend the proceeds therefrom for the purpose of financing costs of construction of economic development facilities, for diversification of economic development, and for promotion of job opportunities in or near such Issuer and vests the Issuer with powers that may be necessary to enable it to accomplish such purposes; and

WHEREAS, the Town of Zionsville Redevelopment Commission (the “Redevelopment Commission”) has established the Holliday Farms Economic Development Area and the Holliday Farms Allocation Area (the “Area”) located in the Town; and

WHEREAS, the Issuer, upon finding that the Project (as hereinafter defined) and the proposed financing of the construction thereof will create additional employment opportunities in the Town, will benefit the health, safety, morals, and general welfare of the citizens of the Town and the State of Indiana, and will comply with the purposes and provisions of the Act, adopted an ordinance approving the proposed financing; and

WHEREAS, the Issuer intends to issue its Taxable Economic Development Revenue Bonds, Series 2025 in the aggregate principal amount of \$7,500,000 (the “Bonds”) pursuant to a Trust Indenture, dated as of [May 1, 2025] (the “Indenture”), from the Issuer to [Old National Wealth Management], as Trustee (the “Trustee”), and to lend the proceeds of the Bonds pursuant to the provisions of this Loan Agreement to the Borrower to finance and/or reimburse a portion of the costs of the Project Infrastructure; and

WHEREAS, this Loan Agreement provides for the repayment by the Borrower of the loan of the proceeds of the Bonds and further provides for the Borrower’s repayment obligation to be evidenced by the Borrower’s Note, Series 2025 (the “Note”) in substantially the form attached hereto as Exhibit B; and

WHEREAS, pursuant to the Indenture, the Issuer will pledge and assign the Note and assign certain of its rights under this Loan Agreement to the Trustee as security for the Bonds; and

WHEREAS, the Bonds issued under the Indenture will be payable solely out of (i) the payments to be made by the Borrower on the Note; (ii) the Pledged TIF Revenues (as defined in the Indenture); or (iii) bond proceeds.

PRELIMINARY STATEMENT

In consideration of the premises, the loan of the proceeds of the Bonds to be made by the Issuer, the acceptance of the Note by the Issuer, and other good and valuable consideration, the receipt of which is hereby acknowledged, the Borrower has executed and delivered this Loan Agreement.

This Loan Agreement is executed upon the express condition that if the Borrower shall pay or cause to be paid all indebtedness hereunder and shall keep, perform and observe all and singular the covenants and promises expressed in the Note and this Loan Agreement to be kept, performed and observed by the Borrower, then this Loan Agreement and the rights hereby granted shall cease, determine and be void; otherwise to remain in full force and effect.

The Borrower and the Issuer hereby further covenant and agree as follows:

ARTICLE I.

DEFINITIONS AND EXHIBITS

Section 1.1. Terms Defined. As used in this Loan Agreement, the following terms shall have the following meanings unless the context clearly otherwise requires:

“Act” means, collectively, Indiana Code Title 36, Article 7, Chapters 11.9, 12, 14 and 25.

“Area” means the Holliday Farms Allocation Area, as such allocation area may be expanded or reduced from time to time.

“Bond Counsel” means a nationally recognized firm of municipal bond attorneys acceptable to the Issuer and the Bondholders.

“Bond Fund” means the Bond Fund established by Section 4.2 of the Indenture.

“Bondholder” or “owner of a Bond” or any similar term means the owner of a Bond.

“Bonds” means the Town of Zionsville, Indiana, Taxable Economic Development Revenue Bonds, Series 2025.

“Borrower” means The Club at Holliday Farms, LLP, an Indiana limited liability partnership, and/or one or more subsidiaries, affiliates or joint ventures thereof.

“Commission” means the Town of Zionsville Economic Development Commission.

“Counsel” means an attorney duly admitted to practice law before the highest court of any state and, without limitation, may include legal counsel for either the Issuer or the Borrower.

“Facilities” shall mean the economic development facilities proposed to be acquired and/or constructed by the Borrower in the Area.

“Government Obligations” means direct obligations of the United States of America for the payment of which the full faith and credit of the United States of America is pledged.

“Indenture” means the Trust Indenture, dated as of [May 1, 2025], by and between the Issuer and the Trustee, and all amendments and supplements thereto.

“Issuer” means the Town of Zionsville, Indiana, a municipal corporation duly organized and validly existing under the laws of the State.

“Loan” means the loan (or deemed loan) by the Issuer to the Borrower of the proceeds of the sale of the Bonds.

“Note” means any note delivered in connection with the Bonds and any notes issued in exchange therefor pursuant to Section 3.6 hereof.

“Pledge Resolution” means Resolution No. _____, adopted by the Redevelopment Commission on [April 22, 2025].

“Pledged TIF Revenues” means the portion of Tax Increment received by the Redevelopment Commission that is pledged to the Issuer pursuant to the Pledge Resolution, consisting of eighty percent (80%) of the Tax Increment generated by the Area in each year in which the Bonds are outstanding.

“Principal Payment Date” on the Bonds means each [February 1 and August 1], commencing [February 1, 2026].

“Project” means the development of a multi-phased residential and commercial development known as Holliday Farms consisting of a residential community and various commercial and retail out-lots.

“Project Agreement” means the Project Agreement, dated as of _____, 2025, by and between the Borrower and the Redevelopment Commission.

“Project Infrastructure” consists of infrastructure improvements, together with all necessary appurtenances, related improvements and equipment, to support the development of the Project, which includes, but is not limited to the following: (i) Turkeyfoot Trail; (ii) Concrete Trail along Marketplace; (iii) Commercial Infrastructure; (iv) Subdivision infrastructure; (v) Site development; (vi) Land acquisition; (vii) Sidewalks and trails; (viii) Parking improvements; (ix) Utilities; (x) Drainage; and (xi) Erosion Control.

“Redevelopment Commission” means the Town of Zionsville Redevelopment Commission.

“Tax Increment” means all real property tax proceeds attributable to the assessed valuation within the Area as of each January 1 in excess of the base assessed value. The incremental assessed value is multiplied by the current property tax rate (per \$100 assessed value).

“Trustee” means the trustee and/or co-trustee at the time serving as such under the Indenture and shall initially mean [Old National Wealth Management], in Indianapolis, Indiana.

Section 1.2. Rules of Interpretation. For all purposes of this Loan Agreement, except as otherwise expressly provided, or unless the context otherwise requires:

(a) “This Loan Agreement” means this instrument as originally executed and as it may from time to time be supplemented or amended pursuant to the applicable provisions hereof.

(b) All references in this instrument to designated “Articles,” “Sections” and other subdivisions are to the designated Articles, Sections and other subdivisions of this instrument as originally executed. The words “herein,” “hereof,” and “hereunder” and other words of similar import refer to this Loan Agreement as a whole and not to any particular Article, Section or other subdivision.

(c) The terms defined in this Article have the meanings assigned to them in this Article and include the plural as well as the singular and the singular as well as the plural.

(d) All accounting terms not otherwise defined herein have the meanings assigned to them in accordance with generally accepted accounting principles as consistently applied.

(e) Any terms not defined herein but defined in the Indenture shall have the same meaning herein.

(f) The terms defined elsewhere in this Loan Agreement shall have the meanings therein prescribed for them.

Section 1.3. Exhibits. The following Exhibits are attached to and by reference made a part of this Loan Agreement.

Exhibit A. Form of Note.

(End of Article I)

ARTICLE II.

REPRESENTATIONS; LOAN OF BOND PROCEEDS

Section 2.1. Representations and Covenants by the Issuer. The Issuer represents, warrants and covenants that:

(a) The Issuer is a municipal corporation organized and existing under the laws of the State of Indiana. Under the provisions of the Act, the Issuer is authorized to enter into the transactions contemplated by this Loan Agreement and to carry out its obligations hereunder and, together with the Commission, has by all necessary official action, duly authorized and approved the Loan Agreement and the issuance and sale of the Bonds upon the terms set forth herein. The Issuer has been duly authorized to execute and deliver this Loan Agreement. The Issuer agrees that it will do or cause to be done all things within its control and necessary to preserve and keep in full force and effect its existence.

(b) The Issuer agrees to provide all of the proceeds from the issuance of the Bonds to loan to the Borrower for financing and/or reimbursing a portion of the costs of the Project Infrastructure, to create additional employment opportunities in the Town, and to benefit the health, safety, morals and general welfare of the citizens of the Town and the State of Indiana, and to secure the Bonds by pledging certain of its rights and interest in this Loan Agreement and the Note to the Trustee.

(c) The Issuer represents that the Note will be assigned to the Trustee pursuant to the Indenture, and that no further assignment is contemplated by the Issuer, since the Issuer recognizes that the Note has not been registered under the Securities Act of 1933.

(d) The Area has been properly created as an “allocation area” pursuant to Indiana Code § 36-7-14-39, as amended. The Pledged TIF Revenues have been properly and legally pledged by the Redevelopment Commission to the payment of the Bonds

(e) Upon written request of and at the sole expense of the Borrower, the Town shall provide to the Borrower, for so long as the Bonds remain outstanding, (i) a schedule of historical net assessed valuation of the Area, (ii) a comparative schedule of tax rates of the Area, (iii) property taxes collected in the Area, and (iv) Tax Increment collected in the Area.

Section 2.2. Representations by the Borrower. The Borrower represents and warrants that:

(a) It is an Indiana limited liability partnership duly organized and validly existing under the laws of the State of Indiana and authorized to do business in the State of Indiana, is not in violation of any laws in any manner material to its ability to perform its obligations under this Loan Agreement and the Note, has full power to enter into and perform its obligations under this Agreement and the Note, and by proper action has duly authorized the execution and delivery of this Loan Agreement and the issuance of the Note.

(b) The provision of financial assistance to be made available to it under this Loan Agreement and in accordance with the Project Agreement from the proceeds of the Bonds, and

the commitments therefor made by the Issuer, have induced the Borrower to undertake the Project, and such Project is expected to create and preserve jobs and employment opportunities within the boundaries of the Town.

(c) All of the proceeds from the Bonds will be used to finance the costs of (i) paying a portion of the costs of the Project Infrastructure, (ii) reimbursing the Borrower for a portion of the costs of the Project Infrastructure, and (iii) paying costs related to the issuance of the Bonds.

(d) The Borrower intends to operate or cause the Project to be operated as an economic development facility under the Act, until the expiration or earlier termination of this Loan Agreement as provided herein.

(e) Neither the execution and delivery of this Loan Agreement, the consummation of the transactions contemplated hereby, including execution and delivery of the Note, nor the fulfillment of or compliance with the terms and conditions of this Loan Agreement, will contravene the Borrower's articles of organization or operating agreement or any law or any governmental rule, regulation, or order presently binding on the Borrower or conflicts with or results in a breach of the terms, conditions, or provisions of any agreement or instrument to which the Borrower is now a party or by which it is bound, or constitutes a default under any of the foregoing, or results in the creation or imposition of any liens, charges, or encumbrances whatsoever upon any of the property or assets of the Borrower under the terms of any instrument or agreement.

(f) The execution, delivery, and performance by the Borrower of this Loan Agreement and the Note do not require the consent or approval of, the giving of notice to, the registration with, or the taking of any other action in respect of, any federal, state, or other governmental authority or agency, not previously obtained or performed.

(g) This Loan Agreement and the Note have been duly executed and delivered by the Borrower and constitute the legal, valid, and binding agreements of the Borrower, enforceable against the Borrower in accordance with their respective terms, except as may be limited by bankruptcy, insolvency, or other similar laws affecting the enforcement of creditors' rights in general. The enforceability of the Borrower's obligations under said documents is subject to general principles of equity (regardless of whether such enforceability is considered in a proceeding at law or in equity).

(h) There are no actions, suits, or proceedings pending, or, to the knowledge of the Borrower, threatened, before any court, administrative agency, or arbitrator which, individually or in the aggregate, might result in any material adverse change in the financial condition of the Borrower or might impair the ability of the Borrower to perform its obligations under this Loan Agreement or the Note.

(i) No event has occurred and is continuing which with the lapse of time or the giving of notice would constitute an event of default under this Loan Agreement or the Note.

Section 2.3. Loan of Bond Proceeds by the Issuer. Concurrently with the execution and delivery hereof, the Issuer is issuing the Bonds and is loaning the proceeds from the sale thereof to the Borrower by making the proper credits or deposits and payments specified in

Sections 3.1 and 4.4 of the Indenture. Such Loan is being evidenced by the execution and delivery by the Borrower of the Note substantially in the form attached hereto as Exhibit A.

(End of Article II)

ARTICLE III.

PARTICULAR REPRESENTATIONS AND COVENANTS OF THE BORROWER

Section 3.1. Consent to Assignments to Trustee. The Borrower acknowledges and consents to the pledge and assignment of the Note and the assignment of the Issuer's rights hereunder to the Trustee pursuant to the Indenture and agrees that, subject to the direction of the Bondholders, the Trustee may enforce the rights, remedies and privileges granted to the Issuer hereunder, to receive payments under Sections 3.5, 3.7, and 3.9 hereof and to execute and deliver supplements and amendments to this Loan Agreement pursuant to Section 7.1 hereof.

Section 3.2. Payment of Principal; Payments Pledged. (a) The Borrower will duly and punctually pay the principal of the Note at the rates and the places and in the manner mentioned in the Note and this Loan Agreement according to the true intent and meaning thereof and hereof, as follows: on or before any Principal Payment Date for the Bonds or any other date that any payment of principal is required to be made in respect of the Bonds pursuant to the Indenture, until the principal of the Bonds shall have been fully paid or provision for the payment thereof shall have been made in accordance with the Indenture, it will pay in immediately available funds, a sum which, together with any moneys available for such payment in the Bond Fund (including without limitation any Pledged TIF Revenues), will enable the Trustee to pay the amount payable on such date as principal of (whether at maturity or upon redemption or acceleration or otherwise) the Bonds as provided in the Indenture. Section 4.5 of the Indenture provides that the Issuer shall transfer to the Bond Fund on or before each [January 15 and July 15], beginning on [January 15, 2026], the Pledged TIF Revenues for the payment of the Bonds, which transfers shall be a credit against all payments under the Note and this Loan Agreement.

(b) To the extent Pledged TIF Revenues are insufficient for such purposes, the Borrower also agrees to pay directly to the Trustee so long as there are Bonds outstanding (i) all fees and charges of the Trustee incurred under the Indenture, as and when the same become due, (ii) all costs incident to the payment of the principal of the Bonds as the same become due and payable, including all costs and expenses in connection with the call, redemption, and payment of Bonds, (iii) all expenses incurred in connection with the enforcement of any rights under this Loan Agreement or the Indenture by the Issuer, the Trustee, or the Bondholders, and (iv) all other payments of whatever nature which the Borrower has agreed to pay or assume under the provisions of this Loan Agreement; provided, however, that the Borrower may, without creating a default under this Loan Agreement, contest in good faith the necessity for any such extraordinary services and extraordinary expenses and the reasonableness of any such fees, charges, or expenses and provided that the expenses have been approved by the Bondholders. [All amounts paid by the Company under this Section 3.2(b) shall be reimbursed to the Company from Pledged TIF Revenues pursuant to Section 4.5(b) of the Indenture.]

(c) The Borrower covenants and agrees with and for the express benefit of the Issuer, the Trustee, and the owners of the Bonds that all payments pursuant hereto and to the Note shall be made by the Borrower on or before the date the same become due, and the Borrower shall perform all of its other obligations, covenants, and agreements hereunder, without notice or demand (except as provided herein), and without abatement, deduction, reduction, diminution,

waiver, abrogation, set-off, counterclaim, recoupment, defense, or other modification or any right of termination or cancellation arising from any circumstance whatsoever, whether now existing or hereafter arising, and regardless of any act of God, contingency, event or cause whatsoever, and irrespective (without limitation) of whether the Project and Project Infrastructure or the Borrower's title to the Project and Project Infrastructure or any part thereof is defective or nonexistent, or whether the Borrower's revenues are sufficient to make such payments, and notwithstanding any damage to, or loss, theft or destruction of, the Project and Project Infrastructure or any part thereof, expiration of this Loan Agreement, any failure of consideration or frustration of purpose, the taking by eminent domain or otherwise of title to or of the right of temporary use of, all or any part of the Project and Project Infrastructure, legal curtailment of the Borrower's use thereof, or whether with or without the approval of the Issuer, any change in the tax or other laws of the United States of America, the State of Indiana, or any political subdivision of either thereof, any change in the Issuer's legal organization or status, or any default of the Issuer hereunder, and regardless of the invalidity of any portion of this Loan Agreement; and the Borrower hereby waives the provisions of any statute or other law now or hereafter in effect impairing or conflicting with any of its obligations, covenants or agreements under this Loan Agreement or which releases or purports to release the Borrower therefrom. Nothing in this Loan Agreement shall be construed as a waiver by the Borrower of any rights or claims the Borrower may have against the Issuer under this Loan Agreement or otherwise, but any recovery upon such rights and claims shall be had from the Issuer separately, it being the intent of this Loan Agreement that the Borrower shall be unconditionally and absolutely obligated without right of set-off or abatement, to perform fully all of its obligations, agreements and covenants under this Loan Agreement for the benefit of the holders of the Bonds.

(d) It is understood and agreed that all payments made by the Borrower pursuant to this Section 3.2 and the Note are pledged to the Trustee pursuant to the granting clauses of the Indenture. The Borrower assents to such pledge and hereby agrees that, as to Trustee, its obligation to make such payments shall be absolute and shall not be subject to any defense or any right of set-off, counterclaim or recoupment arising out of any breach by the Issuer or the Trustee of any obligation to the Borrower, whether hereunder or otherwise, or out of any indebtedness or liability at any time owing to the Borrower by the Issuer. The Issuer hereby directs the Borrower and the Borrower hereby agrees to pay to the Paying Agent at its principal office all amounts payable by the Borrower pursuant to this Section 3.2 and the Note.

(e) The obligations of the Borrower to make the required payments and to perform and observe the other agreements on its part shall be absolute and unconditional, irrespective of any defense or any rights of set-off, recoupment or counterclaim it might otherwise have against the Issuer, and the Borrower shall pay absolutely during the term of this Loan Agreement the payments to be made on account of the Loan and all other payments required thereunder free of any deductions and without abatement, diminution or set-off; and until such time as the principal of the Bonds shall have been fully paid, or provision for the payment thereof shall have been made in accordance with the Indenture, the Borrower: (i) will not suspend or discontinue any payments of the Loan; (ii) will perform and observe all of its other agreements contained in this Loan Agreement; and (iii) will not terminate this Loan Agreement for any cause, including, without limiting the generality of the foregoing, failure of the Borrower to complete the Project and Project Infrastructure, the occurrence of any acts or circumstances that may constitute failure of consideration, eviction or constructive eviction, destruction of or damage to the Project and

Project Infrastructure, commercial frustration of purpose, any change in the tax laws of the United States of America or of the State of Indiana or any political subdivision of either thereof, or any failure of the Issuer or the Trustee to perform and observe any agreement, whether express or implied, or any duty, liability, or obligation arising out of or connected with this Loan Agreement or the Indenture.

Section 3.3. Maintenance of Existence. The Borrower agrees that it will maintain its existence as an Indiana limited liability partnership, that it will not, prior to the completion of the Project and Project Infrastructure, dissolve or otherwise dispose of all or substantially all of its assets, that it will not consolidate with or merge into another entity, or permit one or more other entities to consolidate or merge with it, and that it will not sell or transfer any ownership interests in the Borrower in any manner that would result in a change of control of the Borrower, provided, that the Borrower may, without violating the agreement contained in this Section, consolidate or merge with another entity, permit one or more other entities to consolidate or merge into it, or transfer to another entity organized under the laws of one of the states of the United States all or substantially all of its assets as an entirety and thereafter dissolve provided (a) the surviving, resulting, or transferee entity, as the case may be, is organized under the laws of one of the states of the United States, and (b) such entity assumes in writing all of the obligations of the Borrower herein, including the obligations of the Borrower under this Financing Agreement.

Section 3.4. Reserved.

Section 3.5. Indemnity. The Borrower will pay, and protect, indemnify, and save the Issuer (including members, directors, officials, officers, agents, attorneys, and employees thereof), the Bondholders and the Trustee harmless from and against, all liabilities, losses, damages, costs, expenses (including attorneys' fees and expenses of the Issuer and the Trustee), causes of actions, suits, claims, demands, and judgments of any nature arising from or relating to:

(a) The Borrower's violation of any agreement or condition of this Loan Agreement or the Indenture, except by the Issuer or the Trustee;

(b) Violation of any contract, agreement or restriction by the Borrower relating to the Project, Project Infrastructure or a part thereof;

(c) The Borrower's violation of any law, ordinance or regulation arising out of the ownership, occupancy or use of the Project, Project Infrastructure or a part thereof;

(d) Any act, failure to act, or misrepresentation by the Borrower, or any of the Borrower's agents, contractors, servants, employees or licensees; or

(e) The provision of any information or certification furnished by the Borrower to the Bondholders in connection with Project, the Project Infrastructure and the issuance and sale of the Bonds.

The Borrower hereby further agrees to indemnify and hold harmless the Trustee from and against any and all costs, claims, liabilities, losses, or damages whatsoever (including reasonable

costs and fees of counsel, auditors or other experts), asserted or arising out of or in connection with the acceptance or administration of the trusts established pursuant to the Indenture, except costs, claims, liabilities, losses, or damages resulting from the negligence or willful misconduct of the Trustee, including the reasonable costs and expenses (including the reasonable fees and expenses of its counsel) of defending itself against any such claim or liability in connection with its exercise or performance of any of its duties hereunder and of enforcing this indemnification provision. The indemnifications set forth herein shall survive the termination of the Indenture and/or the resignation or removal of the Trustee.

The foregoing shall not be construed to prohibit the Borrower from pursuing its remedies against either the Issuer or the Trustee for damages to the Borrower resulting from personal injury or property damage caused by the intentional misrepresentation or willful misconduct of either the Issuer or the Trustee.

Section 3.6. Payment of Expenses of Issuance of Bonds. The Borrower agrees to be liable for and pay for any filing expenses, trustee's acceptance fees, commitment fees, legal fees, printing expenses, and other fees and expenses incurred or to be incurred by or on behalf of the Issuer and the Trustee in connection with or as an incident to the issuance and sale of the Bonds. Pursuant to Section 4.4 of the Indenture, the Issuer has authorized the use of certain proceeds of the Bonds to defray the Borrower's obligations under this Section.

Section 3.7. Funding of Indenture Funds. The Issuer shall deposit with the Trustee all proceeds from the sale of the Bonds in the manner specified in Sections 3.1 and 4.4 of the Indenture, and the Trustee shall deposit such proceeds in the manner specified in Sections 3.1 and 4.4 of the Indenture.

Section 3.8. Other Amounts Payable by the Borrower. The Borrower covenants and agrees to pay the following:

(a) All reasonable fees, charges and expenses, including agent and counsel fees and expenses, of the Trustee incurred under the Indenture, as and when the same become due to the extent Pledged TIF Revenues are not available for such purposes.

(b) All reasonable costs incident to the payment of the principal of the Bonds as the same become due and payable, including all reasonable costs and expenses in connection with the call, redemption, and payment of Bonds to the extent Pledged TIF Revenues are not available for such purposes.

(c) An amount sufficient to reimburse the Issuer for all expenses reasonably incurred by the Issuer as of the date of closing on the Bonds.

(d) All other payments of whatever nature which the Borrower has agreed to pay or assume under the provisions of this Loan Agreement.

Notwithstanding anything in this Section 3.8 to the contrary, the Borrower may, without creating an event of default as herein defined, after making the payments required by this Section 3.8, contest in good faith the necessity for any such services, fees, charges, or expenses of the Issuer or the Trustee.

Section 3.9. Credits on Note. Notwithstanding any provision contained in this Loan Agreement or in the Indenture to the contrary, in addition to any credits on the Note resulting from the payment or prepayment thereof from other sources:

(a) subject to the provisions of Article IV hereof with respect to partial prepayment of the Note, any moneys deposited by the Trustee into the Bond Fund for payment on the Bonds (including without limitation any Pledged TIF Revenues) shall be credited against the obligation of the Borrower to pay the principal of the Note as the same become due; and

(b) the principal amount of Bonds acquired by the Borrower and delivered to the Paying Agent, or acquired by the Paying Agent and canceled, shall be credited against the obligation of the Borrower to pay the principal of the Note.

Section 3.10. Completion of Project. (a) The Borrower agrees to perform all material matters provided by the Project Agreement to be performed by the Borrower and to comply with all material provisions of the Project Agreement applicable to the Borrower, in each case to the extent that a failure to so perform or comply is expressly provided under the terms of the Project Agreement to be a default by the Borrower or, with the passage of time or the giving of notice, or both, would constitute a default on the part of the Borrower under the Project Agreement. The Borrower hereby reconfirms all of Borrower's covenants in the Project Agreement.

(b) The Borrower agrees that it will make, execute, acknowledge, and deliver any contracts, orders, receipts, writings, and instructions with any other persons, firms, corporations, or partnerships and in general do all things which may be requisite or proper, all for constructing and completing the Project and Project Infrastructure, to the extent permitted by law.

(c) The Issuer has, in the Indenture, authorized and directed the Trustee to credit against the purchase price of the Bonds payments by the Borrower to pay the Costs of Construction, or to reimburse the Borrower for any Bond Issuance Costs or Costs of Construction paid by it, subject to the terms of the Indenture. The Borrower agrees to direct such requisitions to the Issuer and Trustee as may be necessary to effect credits against the purchase price of the Bonds in accordance with this Section 3.10.

Section 3.11. Reserved.

(End of Article III)

ARTICLE IV.

PREPAYMENT OF NOTE

Section 4.1. Optional Prepayment. The Note may be prepaid, in whole or in part, on any date at the principal amount thereof.

Section 4.2. Notice of Optional Prepayment. The Borrower shall give the Trustee not less than fifteen (15) days, prior written notice of any optional prepayment of the Note pursuant to Section 4.1 hereof, which notice shall designate the date of prepayment and the amount thereof, indicate the section or subsection pursuant to which prepayment shall occur, and direct the redemption of the Bonds in the amounts corresponding to the Note to be prepaid.

(End of Article IV)

ARTICLE V.

EVENTS OF DEFAULT AND REMEDIES THEREFOR

Section 5.1. Events of Default. (a) The occurrence and continuance of any of the following events shall constitute an “event of default” hereunder:

(i) failure of the Borrower to observe and perform any other covenant, condition or provision hereof and to remedy such default within thirty (30) days after notice thereof from the Trustee to the Borrower, unless the Bondholders shall have consented thereto;

(ii) the entry of a decree or order for relief by a court having jurisdiction in the premises in respect of the Borrower in an involuntary case under any applicable bankruptcy, insolvency, or similar law now or hereafter in effect, or appointing a receiver, liquidator, assignee, custodian, trustee, sequestrator (or other similar official) of the Borrower or for any substantial part of its property, or ordering the windup or liquidation of its affairs, or the filing and pendency for thirty (30) days without dismissal of a petition initiating an involuntary case under any other bankruptcy, insolvency, or similar law; or

(iii) the commencement by the Borrower of any voluntary case under any applicable bankruptcy, insolvency or other similar law now or hereafter in effect, whether consent by it to an entry to an order for relief in an involuntary case and under any such law or to the appointment of or the taking possession by a receiver, liquidator, assignee, trustee, custodian, sequestrator (or other similar official) of the Borrower or of any substantial part of its property, or the making of it by any general assignment for the benefit of creditors, or the failure of the Borrower generally to pay its debts as such debts become due, or the taking of corporate action by the Borrower in furtherance of any of the foregoing.

(b) During the occurrence and continuance of any event of default hereunder, the Trustee, as assignee of the Issuer pursuant to the Indenture, shall have the rights and remedies hereinafter set forth, in addition to any other remedies herein or by law provided.

(c) Upon the occurrence of an event of default described in this Section 5.1:

(i) Acceleration. The Trustee shall, if and only if directed by the holders of a majority in outstanding principal amount of the Bonds, by written notice to the Borrower, declare the principal of the Note (if not then due and payable) to be due and payable immediately, and upon any such declaration the principal of the Note shall become and be immediately due and payable, anything in the Note or in this Loan Agreement contained to the contrary notwithstanding. The Issuer’s obligation to pay Pledged TIF Revenues shall not be subject to acceleration.

(ii) Right to Bring Suit, Etc. The Trustee, with or without entry, personally or by attorney, shall, if and only if directed by the Bondholders, proceed to protect and enforce its rights by a suit or suits in equity or at law, whether for damages or for the

specific performance of any covenant or agreement contained in the Note, this Loan Agreement or in aid of the execution of any power herein granted, or for any foreclosure hereunder, or for the enforcement of any other appropriate legal or equitable remedy, as the Trustee shall deem most effectual to protect and enforce any of its rights or duties hereunder; provided, however, that all costs incurred by the Trustee and the Issuer under this Article shall be paid to the Issuer and the Trustee by the Borrower on demand.

(iii) Waiver of Events of Default. If after any event of default occurs and prior to the Trustee exercising any of the remedies provided in this Loan Agreement, the Borrower will have completely cured such default, then in every case such default will be waived, rescinded and annulled by the Trustee by written notice given to the Borrower. In addition, if the acceleration of the maturity of the Bonds will have been annulled and rescinded in accordance with the provisions of the Indenture, then the acceleration of all loan payments and any other outstanding indebtedness under this Loan Agreement will likewise be annulled and rescinded. No such waiver, annulment or rescission will affect any subsequent default or impair any right or remedy consequent thereon.

Section 5.2. Trustee May Enforce Demand. In case the Borrower shall have failed to pay such principal and other amounts upon demand, the Trustee, in its own name, shall, if and only if directed by the Bondholders, institute such actions or proceedings at law or in equity for the collection of the amounts so due and unpaid, and may prosecute any such action or proceedings to judgment or final decree, and may enforce any such judgment or final decree against the Borrower and collect the moneys adjudged or decreed to be payable out of the property of the Borrower wherever situated, in the manner provided by law.

The Trustee shall, if permitted by law and directed by the Bondholders, be entitled to recover judgment as aforesaid either before or after or during the pendency of any proceedings for the enforcement of the lien of this Loan Agreement, and the right of the Trustee to recover such judgment shall not be affected by the exercise of any other right, power or remedy for the enforcement of the provisions of this Loan Agreement.

Any moneys thus collected by the Trustee under this Section shall be applied by the Trustee as follows:

FIRST: to the payment of all reasonable advances by the Issuer or by the Trustee approved by the Bondholders with interest at the prime rate of interest charged by the Trustee from time to time, and all reasonable expenses and disbursements.

SECOND: to the payment of the amounts then due and unpaid upon the Note in respect of which such money shall have been collected, ratably and without preference or priority of any kind, according to the amounts due and payable upon the Note, upon presentation of the Note and the notation thereon of such payment, if partly paid, and upon surrender thereon if fully paid.

Section 5.3. Remedies Cumulative. No remedy herein conferred upon or reserved to the Trustee is intended to be exclusive of any other remedy or remedies, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute.

Section 5.4. Delay or Omission Not a Waiver. No delay or omission of the Trustee to exercise any right or power accruing upon any event of default shall impair any such right or power, or shall be construed to be a waiver of any such event of default or an acquiescence therein; and every power and remedy given by this Loan Agreement to the Trustee may be exercised from time to time and as often as may be deemed expedient by the Trustee.

Section 5.5. Waiver of Extension, Appraisement, or Stay Laws. To the extent permitted by law, the Borrower will not during the continuance of any event of default hereunder insist upon, or plead, or in any manner whatever claim or take any benefit or advantage of, any stay or extension law wherever enacted, now or at any time hereafter in force, which may affect the covenants and terms of performance of this Loan Agreement, and the Borrower hereby expressly waives all benefits or advantage of any such law or laws and covenants not to hinder, delay, or impede the execution of any power herein granted or delegated to the Trustee, but to suffer and permit the execution of every power as though no such law or laws had been made or enacted.

Section 5.6. Remedies Subject to Provisions of Law. All rights, remedies, and powers provided by this Article may be exercised only to the extent that the exercise thereof does not violate any applicable provision of law in the premises, and all the provisions of this Article are intended to be subject to all applicable mandatory provisions of law which may be controlling in the premises and to be limited to the extent necessary so as not to render this Loan Agreement invalid or unenforceable under the provisions of any applicable law.

(End of Article V)

ARTICLE VI.

IMMUNITY

Section 6.1. Immunity. No covenant or agreement contained in the Bonds, this Loan Agreement, or the Indenture shall be deemed to be a covenant or agreement of any member of the Issuer, the Commission, or the Redevelopment Commission or of any officer or employee of the Issuer, the Commission, the Redevelopment Commission or their legislative and fiscal bodies in his or her individual capacity, and neither the members of the Issuer, the Commission, the Redevelopment Commission, nor any officer or employee of the Issuer, executing the Bonds shall be liable personally on the Bonds or be subject to any personal liability or accountability by reason of the issuance of the Bonds.

(End of Article VI)

ARTICLE VII.

SUPPLEMENTS AND AMENDMENTS TO THIS LOAN AGREEMENT

Section 7.1. Supplements and Amendments to this Loan Agreement. Subject to the provisions of [Article IX of the Indenture], the Borrower and the Issuer may from time to time enter into such supplements and amendments to this Loan Agreement as to them may seem necessary or desirable to effectuate the purposes or intent hereof.

(End of Article VII)

ARTICLE VIII.

DEFEASANCE

Section 8.1. Defeasance. If the Borrower shall pay and discharge or provide, in a manner satisfactory to the Trustee, for the payment and discharge of the whole amount of the Note at the time outstanding, and shall pay or cause to be paid all other sums payable hereunder, or shall make arrangements satisfactory to the Trustee for such payment and discharge, and if provision shall have been made for the satisfaction and discharge of the Indenture as provided therein, then and in that case, all property, rights and interest hereby conveyed or assigned or pledged shall revert to the Borrower, and the estate, right, title and interest of the Trustee therein shall thereupon cease, terminate and become void; and this Loan Agreement, and the covenants of the Borrower contained herein shall be discharged, and the Trustee in such case on demand of the Borrower and at its cost and expense, shall execute and deliver to the Borrower a proper instrument or proper instruments acknowledging the satisfaction and termination of this Loan Agreement and shall convey, assign and transfer or cause to be conveyed, assigned or transferred, and shall deliver or cause to be delivered, to the Borrower, all property, including money (other than Pledged TIF Revenues), then held by the Trustee together with the Note marked paid or cancelled.

(End of Article VIII)

ARTICLE IX.

MISCELLANEOUS PROVISIONS

Section 9.1. Loan Agreement for Benefit of Parties Hereto. Nothing in this Loan Agreement, express or implied, is intended or shall be construed to confer upon, or to give to, any person other than the parties hereto, their successors and assigns, and the holder of the Note and the Bondholders, any right, remedy, or claim under or by reason of this Loan Agreement or any covenant, condition, or stipulation hereof, and the covenants, stipulations, and agreements in this Loan Agreement contained are and shall be for the sole and exclusive benefit of the parties hereto, their successors and assigns, the Trustee, the holder of the Note, and the Bondholders.

Section 9.2. Severability. In case any one or more of the provisions contained in this Loan Agreement or in the Note shall be invalid, illegal, or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions contained herein and therein shall not in any way be affected or impaired thereby.

Section 9.3. Addresses for Notice and Demands. All notices, demands, certificates, or other communications hereunder shall be sufficiently given and shall be deemed given when mailed by registered or certified mail, postage prepaid, with proper address as indicated below. The Issuer, the Borrower, the Trustee, and the Paying Agent may, by written notice given by each to the others, designate any address or addresses to which notices, demands, certificates, or other communications to them shall be sent when required as contemplated by this Loan Agreement. Until otherwise provided by the respective parties, all notices, demands, certificates, and communications to each of them shall be addressed as follows:

To the Issuer:	Town of Zionsville, Indiana Attn: Department of Finance and Records 1100 W Oak Street Zionsville, Indiana 46077
To the Borrower:	The Club at Holliday Farms, LLP Attn: _____ [20983 Stewart Estate Lane Westfield, IN 46074]
To the Trustee:	[Old National Wealth Management] Attn: Corporate Trust Department [Address]

[Section 8.1(o) of the Indenture], concerning instructions and directions to the Trustee delivered by Electronic Means, is incorporated herein. All notices, approvals, consents, requests, and any communications to the Trustee hereunder must be in writing in English and must be in the form of a document that is signed manually or by way of an electronic signature (including electronic images of handwritten signatures and digital signatures provided by DocuSign, Orbit, Adobe Sign, or any other electronic signature provider acceptable to the Trustee). Electronic

signatures believed by the Trustee to comply with the ESIGN ACT of 2000 or other applicable law shall be deemed original signatures for all purposes. If a party chooses to use electronic signatures to sign documents delivered to the Trustee, such party agrees to assume all risks arising out of its use of electronic signatures, including without limitation the risk of the Trustee acting on an unauthorized document and the risk of interception or misuse by third parties. Notwithstanding the foregoing, the Trustee may in any instance and in its sole discretion require that an original document bearing a manual signature be delivered to the Trustee in lieu of, or in addition to, any document signed via electronic signature.

Section 9.4. Successors and Assigns. Whenever in this Loan Agreement any of the parties hereto is named or referred to, the successors and assigns of such party shall be deemed to be included and all the covenants, promises, and agreements in this Loan Agreement contained by or on behalf of the Borrower, or by or on behalf of the Issuer, shall bind and inure to the benefit of the respective successors and assigns, whether so expressed or not; provided, however, that the Borrower may not assign its rights or obligations under this Loan Agreement without the consent of the Bondholders, which may be withheld in their absolute discretion, unless Section 3.3 of this Loan Agreement has been complied with.

Section 9.5. Counterparts. This Loan Agreement is being executed in any number of counterparts, each of which is an original and all of which are identical. Each counterpart of this Loan Agreement is to be deemed an original hereof and all counterparts collectively are to be deemed but one instrument.

Section 9.6. Governing Law. It is the intention of the parties hereto that this Loan Agreement and the rights and obligations of the parties hereunder and the Note and the rights and obligations of the parties thereunder, shall be governed by and construed and enforced in accordance with, the laws of Indiana.

(End of Article IX)

IN WITNESS WHEREOF, the Issuer and the Borrower have caused this Loan Agreement to be executed in their respective names, all as of the date first written above.

THE CLUB AT HOLLIDAY FARMS, LLP,
an Indiana limited liability partnership

By: _____
_____, Manager

[Borrower Signature Page to Loan Agreement]

TOWN OF ZIONSVILLE, INDIANA

By: _____
John Stehr, Mayor

ATTEST:

_____, Director of Finance

[Town Signature Page to Loan Agreement]

EXHIBIT A

THE CLUB AT HOLLIDAY FARMS, LLP NOTE, SERIES 2025

FOR VALUE RECEIVED, the undersigned, The Club at Holliday Farms, LLP (the “Borrower”), an Indiana limited liability partnership, organized and existing under the laws of the State of Indiana, hereby promises to pay to the order of the Town of Zionsville, Indiana (“Issuer”), in immediately available funds, the principal sum of \$7,500,000, and interest thereon, during the term of the Loan Agreement (the “Loan Agreement”), dated [May 1, 2025], by and between the Issuer and the Borrower, commencing three (3) business days prior to [February 1, 2026], and on one (1) business day prior to each February 1 and August 1 thereafter, a sum which will equal the principal which will become due on the following [February 1 or August 1] on the Bonds (as hereinafter defined), all subject to the credits described in the Loan Agreement and to the presence of other available money for such payment in the Bond Fund under the Trust Indenture (the “Indenture”), dated [May 1, 2025], between the Issuer and [Old National Wealth Management], as Trustee (the “Trustee”) (including without limitation any Pledged TIF Revenues).

Payments of principal are to be endorsed to the Trustee and are to be made directly to the Trustee for the account of the Issuer pursuant to such endorsement. Such endorsement is to be made as security for the payment of the bonds designated “Town of Zionsville, Indiana, Taxable Economic Development Revenue Bonds, Series 2025” (the “Bonds”). All of the terms, conditions, and provisions of the Indenture are, by this reference thereto, incorporated herein as a part of this Note.

This Note is issued pursuant to the Loan Agreement and is entitled to the benefits and is subject to the conditions thereof. The obligations of the Borrower to make the payments required hereunder shall be absolute and unconditional without any defense or right of set-off, counterclaim, or recoupment by reason of any default by the Issuer under the Loan Agreement or under any other agreement between the Borrower and the Issuer or out of any indebtedness or liability at any time owing to the Borrower by the Issuer or for any other reason.

The principal of this Note is subject to prepayment prior to maturity in the manner stated in the Loan Agreement.

In certain events and in the manner set forth in the Loan Agreement, the entire principal amount of this Note and the interest accrued thereon may be declared to be due and payable. In certain events and in the manner set forth in the Loan Agreement, the Borrower shall be obligated to pay additional amounts.

The Borrower hereby unconditionally waives diligence, presentment, protest, notice of dishonor and notice of default of the payment of any amount at any time payable to the Issuer under or in connection with this Note. All amounts payable hereunder are payable with reasonable attorney’s fees and costs of collection and without relief from valuation and appraisal laws.

In any case where the date of payment hereunder shall be in Indianapolis, Indiana, a Saturday, Sunday, or a legal holiday, or a day on which banking institutions are authorized by law to close, then such payment shall be made on the next preceding business day with the same force and effect as if made on the date of payment hereunder.

All terms used in this Note which are defined in the Loan Agreement shall have the meanings assigned to them in the Loan Agreement.

IN WITNESS WHEREOF, the Borrower has caused this Note to be duly executed and attested by its duly authorized officer all as of [May 1, 2025].

Issue Date: [May 1, 2025].

THE CLUB AT HOLLIDAY FARMS, LLP

By: _____
_____, Manager

ENDORSEMENT

Pay, without recourse, to [Old National Wealth Management], as Trustee under the Trust Indenture, dated as of [May 1, 2025], from the undersigned.

TOWN OF ZIONSVILLE, INDIANA

By: _____
John Stehr, Mayor

Attest:

_____, Director of Finance

TRUST INDENTURE

BETWEEN

TOWN OF ZIONSVILLE, INDIANA

AND

[OLD NATIONAL WEALTH MANAGEMENT],

AS TRUSTEE

\$7,500,000

**TOWN OF ZIONSVILLE, INDIANA
TAXABLE ECONOMIC DEVELOPMENT REVENUE BONDS, SERIES 2025
(HOLLIDAY FARMS PROJECT)**

DATED AS OF [MAY 1, 2025]

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TRUST INDENTURE

THIS TRUST INDENTURE dated as of the 1st day of May, 2025, by and between the TOWN OF ZIONSVILLE, INDIANA (the “Town” or the “Issuer”), a municipal corporation duly organized and existing under the laws of the State of Indiana, and [OLD NATIONAL WEALTH MANAGEMENT], a national banking association with a designated corporate trust office in Indianapolis, Indiana, as trustee (the “Trustee”);

WITNESSETH:

WHEREAS, Indiana Code, Title 36, Article 7, Chapters 11.9 and 12, as supplemented and amended (collectively, the “Act”), authorize and empower the Issuer to issue revenue bonds and to provide the proceeds therefrom for the purpose of financing economic development facilities and vests such Issuer with powers that may be necessary to enable it to accomplish such purposes; and

WHEREAS, in accordance with the provisions of the Act, the Issuer has induced The Club at Holliday Farms, LLP (together with any affiliate or designee thereof, the “Company”) to proceed with the Project (as defined herein), by offering to issue its Taxable Economic Development Revenue Bonds, Series 2025 (Holliday Farms Project) in the aggregate principal amount of \$7,500,000 (the “Bonds”) pursuant to this Trust Indenture and to provide the proceeds thereof to the Company pursuant to the Loan Agreement, dated as of [May 1, 2025], for the purpose of paying and/or reimbursing a portion of the costs of the Project Infrastructure (as defined herein) to support the Project and the costs of issuing the Bonds; and

WHEREAS, the execution and delivery of this Indenture and the issuance of revenue bonds under the Act as herein provided have been in all respects duly and validly authorized by proceedings duly passed on and approved by the Issuer; and

WHEREAS, after giving notice in accordance with the Act and Ind. Code §5-3-1-4, as amended, the Town of Zionsville Economic Development Commission held a public hearing on behalf of the Issuer, and upon finding that the Project and the proposed financing thereof will create additional employment opportunities in the Town, will benefit the health, safety, morals, and general welfare of the citizens of the Town and the State of Indiana, and will comply with the purposes and provisions of the Act, adopted an ordinance approving the proposed financing; and

WHEREAS, the Act provides that such bonds may be secured by a trust indenture between the Issuer and a corporate trustee; and

WHEREAS, the execution and delivery of this Trust Indenture (this “Indenture”) and the issuance of the Bonds hereunder have been in all respects duly and validly authorized by an ordinance duly passed and approved by the Issuer;

NOW, THEREFORE, THIS INDENTURE WITNESSETH: That in order to secure the payment of the principal of and interest and premium, if any, on the Bonds to be issued under this Indenture according to their tenor, purport and effect, and in order to secure the performance and observance of all the covenants and conditions herein and in the Bonds contained, and in order to declare the terms and conditions upon which the Bonds are issued, authenticated, delivered,

secured and accepted by all persons who shall from time to time be or become holders thereof, and for and in consideration of the mutual covenants herein contained, of the acceptance by the Trustee of the trust hereby created, and of the purchase and acceptance of the Bonds by the holders or obligees thereof, the Issuer has executed and delivered this Indenture, and by these presents does hereby convey, grant, assign, pledge and grant a security interest in, unto the Trustee, its successor or successors and its or their assigns forever, with power of sale, all and singular, the property hereinafter described ("Trust Estate"):

GRANTING CLAUSE

All right, title and interest of the Issuer in and to the Pledged TIF Revenues (such pledge to be effective as set forth in Ind. Code §5-1-14-4 and Ind. Code §36-7-14-39 without filing or recording of this Indenture or any other instrument), the Loan Agreement (except the rights reserved to the Issuer), and all moneys and the Qualified Investments held by the Trustee from time to time in the funds and accounts created hereunder;

TO HAVE AND TO HOLD the same unto the Trustee, and its successor or successors and its or their assigns forever;

IN TRUST, NEVERTHELESS, upon the terms and trusts herein set forth, to secure the payment of the Bonds to be issued hereunder, and premium, if any, payable upon redemption or prepayment thereof, and the interest payable thereon, and to secure also the observance and performance of all the terms, provisions, covenants and conditions of this Indenture, and for the benefit and security of all and singular the holders of all Bonds issued hereunder, and it is hereby mutually covenanted and agreed that the terms and conditions upon which the Bonds are to be issued, authenticated, delivered, secured and accepted by all persons who shall from time to time be or become the holders thereof, and the trusts and conditions upon which the pledged moneys and revenues are to be held and disbursed, are as follows:

ARTICLE I.

DEFINITIONS

Section 1.1. **Terms Defined.** In addition to the words and terms elsewhere defined in this Indenture, the following words and terms as used in this Indenture shall have the following meanings unless the context or use indicates another or different meaning or intent:

“Bonds” means the Town of Zionsville, Indiana Taxable Economic Development Revenue Bonds, Series 2025 (Holliday Farms Project) in the aggregate principal amount of \$7,500,000.

“Additional Bonds” shall have the meaning assigned in Section 2.8 of this Indenture.

“Agreed Interest Rate” means _____ percent (____%) per annum.

“Allocation Area” means the Holliday Farms Allocation Area established as an allocation area by the Redevelopment Commission, all in accordance with Ind. Code §36-7-14-39 and Ind. Code §36-7-14-39.3 for the purposes of capturing incremental ad valorem real property taxes levied and collected in such allocation area.

“Administrative Fees” means, collectively, the Trustee Fees and Issuer Fees.

“Authorized Representative” means, as to the Company, any officer of the Company or any other person certified in writing to the Trustee by an officer of the Company to be such; and as to the Issuer, the Mayor or Director of Finance of the Town of Zionsville, Indiana, or any other person so designated by resolution of the Town Council provided to the Trustee. The Trustee shall be provided with incumbency certificates for each Authorized Representative.

“Bond Counsel” means nationally recognized bond counsel.

“Bond Financing Agreements” means this Indenture and the Loan Agreement, collectively.

“Bondholders” means registered owners of the Bonds issued pursuant to this Indenture, including the Bonds.

“Bonds” means any Bonds to be issued pursuant to this Indenture, including the Bonds.

“Company” means The Club at Holliday Farms, LLP, a limited liability partnership, duly organized and validly existing under the laws of the State of Indiana and qualified to do business in the State of Indiana and any affiliate or designee thereof, or any successors thereto permitted under Section 3.3 hereof.

“Costs of Construction” means the following categorical costs of providing for an “economic development project” as defined and set forth in the Act:

- (i) the “Bond Issuance Costs,” namely the costs, fees and expenses incurred or to be incurred by the Issuer and the Company in connection with the issuance and sale of the Bonds, the fees and disbursements of Bond Counsel, the fees, including acceptance

fees and first year trustee fees payable in advance and disbursements of counsel to the Trustee, fees of the Issuer's municipal advisor, the acceptance fee and first annual payment of the Trustee, application fees and expenses, publication costs, the filing and recording fees in connection with any filings or recording necessary under the Indenture or to perfect the lien thereof, the out-of-pocket costs of the Issuer, the fees and disbursements of counsel to the Issuer, the fees and disbursements of counsel to the purchasers of the Bonds, the costs of preparing or printing the Bonds and the documentation supporting the issuance of the Bonds, the costs of reproducing documents, and any other costs of a similar nature reasonably incurred;

(ii) all costs and expenses of construction, renovation, acquisition of equipment, site preparation, environmental remediation and abatement, engineering services, including the costs of the Issuer or the Company for test borings, surveys, estimates, plans and specifications and preliminary investigation therefor, and for supervising construction, as well as for the performance of all other duties required by or consequent upon the proper construction and equipping of the Project Infrastructure;

(iii) the cost of insurance of all kinds that may be required or necessary in connection with the construction of the Project Infrastructure;

(iv) all costs and expenses which the Issuer or the Company shall be required to pay, under the terms of any contract or contracts (including the architectural and engineering, development, and legal services with respect thereto), for the construction of the Project Infrastructure;

(v) the Administrative Fees; and

(vi) any sums required to reimburse the Issuer or the Company for advances made by either of them subsequent to the date of inducement by the Issuer for any of the above items or for any other costs incurred and for work done by either of them which are properly chargeable to the Project Infrastructure.

“Economic Development Commission” means the Town of Zionsville Economic Development Commission.

“Event of Default” means those events of default specified in and defined by Section 7.1 hereof.

“Indenture” means this instrument as originally executed or as it may from time to time be amended or supplemented pursuant to Article IX.

“Interest Payment Date” on the Bonds means each [February 1 and August 1], commencing [August 1, 2025].

“Issuer” means the Town of Zionsville, Indiana, a municipal corporation organized and validly existing under the laws of the State of Indiana or any successor to its rights and obligations under the Bond Financing Agreements.

“Issuer Fees” means all expenses incurred by the Issuer under the Bond Financing Agreements and in connection with the performance of its obligations under such Bond Financing Agreements.

“Loan Agreement” means the Loan Agreement, dated [May 1, 2025], by and between the Company and the Issuer, and all amendments and supplements thereto.

“Loan Payments” means amounts required to be paid by the Company to the Issuer under the terms of the Loan Agreement.

“Outstanding” or “Bonds outstanding” means all Bonds which have been duly authenticated, and delivered by the Trustee under this Indenture, except:

(a) Bonds canceled after purchase in the open market or because of payment at maturity or upon redemption prior to maturity;

(b) Bonds for the redemption of which cash or investments (but only to the extent that the full faith and credit of the United States of America are pledged to the timely payment thereof) shall have been theretofore deposited with the Trustee (whether upon or prior to the maturity or redemption date of any such Bonds); provided that if such Bonds are to be redeemed prior to the maturity thereof, notice of such redemption shall have been given or arrangements satisfactory to the Trustee shall have been made therefor, or waiver of such notice satisfactory in form to the Trustee, shall have been filed with the Trustee; and

(c) Bonds in lieu of which others have been authenticated under Section 2.9.

“Paying Agent” means [Old National Wealth Management] and any successor paying agent or co-paying agent.

“Pledge Resolution” means Resolution No. _____, adopted by the Redevelopment Commission on [April 22, 2025].

“Pledged TIF Revenues” means eighty percent (80.00%) of the Tax Increment received by the Redevelopment Commission from the Allocation Area and pledged to the payment of the Bonds pursuant to the Pledge Resolution.

“Project” means the Project as described in the Loan Agreement.

“Project Infrastructure” means the Project Infrastructure as described in the Loan Agreement.

“Qualified Investments” means any of the following, to the extent permitted by law: (i) Governmental Obligations; (ii) money market funds, which may be funds of the Trustee or its affiliates, the assets of which are obligations of or guaranteed by the United States of America and which funds are rated at the time of purchase “AAAm-G” or higher by Standard & Poor’s Ratings Services, Inc. and/or “Aaa” by Moody’s Investors Service, Inc.; (iii) bonds, debentures, notes or other evidence of indebtedness issued or guaranteed by any of the following federal agencies: Export-Import Bank, Farmers Home Administration, Federal Financing Bank, Federal Housing

Administration, Government National Mortgage Association, Maritime Administration, Public Housing Authorities, Banks for Cooperatives, Federal Farm Credit Banks, Federal Intermediate Credit Bank, Federal Home Loan Bank and Federal Land Bank; (iv) certificates of deposit, savings accounts, deposit accounts or depository receipts of a bank, savings and loan associations and mutual savings banks, including the Trustee or its affiliates, each insured to the extent provided by the Federal Deposit Insurance Corporation; (v) bankers' acceptances, savings accounts, deposit accounts or certificates of deposit of commercial banks or savings and loan associations, including the Trustee or its affiliates, which mature not more than one year after the date of purchase; provided the banks or savings and loan associations (rather than their holding companies) are rated for unsecured debt at the time of purchase of the investments at least "A-3" by Moody's Investors Service, Inc. or "A-1" by Standard & Poor's Ratings Services, Inc.; (vi) commercial paper rated at the time of purchase at least "P-2" by Moody's Investors Service, Inc. or "A-2" by Standard & Poor's Ratings Services, Inc. and which matures not more than 270 days after the date of purchase; (vii) investment agreements fully and properly secured at all times by collateral security described in (i), (ii) or (iii) above or issued by entities rated in the single highest full classification by Moody's Investors Service and Standard & Poor's Ratings Services, Inc. when such agreement was entered into; and (viii) repurchase agreements with any bank or trust company organized under the laws of any state of the United States of America or any national banking association (including the Trustee or its affiliates) or government bond dealer reporting to, trading with, and recognized as a primary dealer by the Federal Reserve Bank of New York, which agreement is secured by any one or more of the securities described in clauses (i), (iii) or (iv) above; provided, underlying securities are required by the repurchase agreement to be continuously maintained at a market value not less than the amount so invested.

"Record Date" means the fifteenth day of the month preceding any Interest Payment Date.

"Redevelopment Commission" means the Town of Zionsville Redevelopment Commission.

"Registered Owner" means the registered owner of the Bonds issued pursuant to this Indenture.

"Registrar" means [Old National Wealth Management], and any successor registrar.

"Requisite Bondholders" means the holders of 66 2/3% in aggregate principal amount of Bonds.

"Tax Increment" means all real property tax proceeds attributable to the assessed valuation within the Allocation Area as of each January 1 in excess of the base assessed value, as described in Ind. Code §36-7-14-39(b)(1), as such statutory provision exists on the date of execution of the Indenture.

"Trust Estate" means the funds and accounts, Pledged TIF Revenues, and other assets described in the Granting Clauses of this Indenture.

"Trustee" means [Old National Wealth Management], the party of the second part hereto, and any successor trustee or co-trustee.

“Trustee Fees” means the acceptance fee, annual fees and expenses of the Trustee as set forth in Exhibit C together with all other fees, charges and expenses of the Trustee incurred under this Indenture and all costs incident to the payment of the principal of, premium, if any, and interest on the Bonds including all costs and expenses in connection with the call, redemption and payment of the Bonds.

Section 1.2. **Rules of Interpretation.** For all purposes of this Indenture, except as otherwise expressly provided or unless the context otherwise requires:

(a) “This Indenture” means this instrument as originally executed and as it may from time to time be supplemented or amended pursuant to the applicable provisions hereof.

(b) All references in this instrument to designated “Articles,” “Sections” and other subdivisions are to the designated Articles, Sections and other subdivisions of this instrument as originally executed. The words “herein,” “hereof” and “hereunder” and other words of similar import refer to this Indenture as a whole and not to any particular Article, Section or other subdivision.

(c) The terms defined in this Article have the meanings assigned to them in this Article and include the plural as well as the singular and the singular as well as the plural.

(d) All accounting terms not otherwise defined herein have the meanings assigned to them in accordance with generally accepted accounting principles as consistently applied.

(e) Any terms not defined herein but defined in the Loan Agreement shall have the same meaning herein.

(f) The terms defined elsewhere in this Indenture shall have the meanings therein prescribed for them.

Section 1.3. **Exhibits.** The following Exhibits are attached to and by reference made a part of this Indenture:

Exhibit A: Bond Issuance Costs

Exhibit B: Written Request

Exhibit C: Trustee Fees

(End of Article I)

ARTICLE II.

THE BONDS

Section 2.1. **Authorized Amount of Bonds.** No Bonds may be issued under the provisions of this Indenture except in accordance with this Article. The principal amount of the Bonds (other than Bonds issued in substitution therefor pursuant to Section 2.9 hereof) that may be issued is hereby expressly limited to \$7,500,000. Additional Bonds may be issued as provided in Section 2.8 hereof.

Section 2.2. **Issuance of Bonds.** The Bonds shall be designated “Town of Zionsville, Indiana Taxable Economic Development Revenue Bonds, Series 2025 (Holliday Farms Project).” The Bonds shall be originally issuable as fully registered Bonds in denominations of \$100,000 and integral multiples of \$1,000 in excess thereof and shall be lettered and numbered R-1 and upward, or in any other manner acceptable to the Trustee and the Issuer. Interest on the Bonds shall be paid to the owners of such Bonds determined as of the close of business of the Record Date next preceding each Interest Payment Date at the registered addresses of such owners as they shall appear on the registration books of the Trustee notwithstanding the cancellation of any such Bonds upon any exchange or transfer thereof subsequent to the Record Date and prior to such Interest Payment Date, except that, if and to the extent that there shall be a default in the payment of the interest due on such interest payment date, such defaulted interest shall be paid to the owners in whose name any such Bonds (or any Bond issued upon transfer or exchange thereof) are registered at the close of business of the Special Record Date next preceding the date of payment of such defaulted interest. Payment of interest to all Bondholders shall be by check drawn on the designated office of the Paying Agent and mailed to such Bondholder one business day prior to each Interest Payment Date. The Special Record Date shall be the date established by the Trustee for the payment of defaulted interest. The Bonds shall be dated as of the date of their delivery. The Outstanding Bonds shall bear interest from the date of delivery at the Agreed Interest Rate. Interest shall be computed on the basis of a 360-day year consisting of twelve 30-day months. The interest on the Bonds shall be payable semiannually on each Interest Payment Date.

The Bonds shall bear interest from the Interest Payment Date next preceding the date of authentication thereof, unless such date of authentication shall be subsequent to a Record Date, in which case they shall bear interest from the Interest Payment Date with respect to such Record Date, provided, however, that if, as shown by the records of the Trustee, interest on the Bonds shall be in default, Bonds issued in exchange for Bonds surrendered for transfer or exchange shall bear interest from the date to which interest has been paid in full on the Bonds or, if no interest has been paid on the Bonds, from the date of issuance and delivery of the Bonds. Bonds authenticated on or prior to [January 15, 2026], shall bear interest from the date of delivery. The Bonds shall mature on August 1, 2050.

The Bonds shall be issued as a single bond with principal installment payments, bearing the Agreed Interest Rate. Principal installment payments shall be as set forth below:

[Insert Maturity Schedule]

Section 2.3. **Payment on Bonds.** The principal of and interest on the Bonds shall be payable in any coin or currency of the United States of America which, at the respective dates of payment thereof, is legal tender for the payment of public and private debts at the designated corporate trust operations office of the Trustee without presentation of the Bonds, provided however, presentation of the Bonds is required for payment of the final principal installment, including a redemption in full. Except as provided below, all payments on the Bonds shall be made to the person appearing on the Bond registration books of the Trustee as the registered owner of the Bonds by check mailed to the Registered Owner thereof as shown on the registration books of the Trustee, or by such other method acceptable to the Trustee, requested by and at the risk of the Bondholder, including by wire transfer as a registered owner of the aggregate amount of \$1,000,000 or more of the principal amount of the Bonds, upon the written request of the Bondholder to the Trustee on or prior to the Record Date, which direction shall remain in effect until revoked in writing by the Bondholder, or, if payment is made to a depository, by wire transfer of immediately available funds on the interest payment date. If the payment date occurs on a date when financial institutions are not open for business, the wire transfer shall be made on the next succeeding business day. If the Bondholder, the Company, the Issuer, and the Trustee agree in writing, payments on the Bonds may, upon assignment by the registered holder of the Bonds, be payable by the Issuer to assignee at the written directions of the registered holder of the Bonds.

Section 2.4. **Execution; Limited Obligation.** The Bonds shall be executed on behalf of the Issuer with the manual or facsimile signature of the Mayor of the Town and attested with the manual or the facsimile signature of the Director of Finance of the Town (the "Director of Finance") and shall have impressed or printed thereon the corporate seal of the Issuer. Such facsimiles shall have the same force and effect as if such officer had manually signed each of the Bonds. If any officer whose signature or facsimile signature shall appear on the Bonds shall cease to be such officer before the delivery of such Bonds, such signature or such facsimile shall, nevertheless, be valid and sufficient for all purposes, the same as if he had remained in office until delivery.

The Bonds, and the interest payable thereon, do not and shall not represent or constitute a debt of the Issuer, the State of Indiana or any political subdivision or taxing authority thereof within the meaning of the provisions of the constitution or statutes of the State of Indiana or a pledge of the faith and credit of the Issuer, the State of Indiana, or any political subdivision or taxing authority thereof. The Bonds, as to both principal and interest, are not an obligation or liability of the State of Indiana, or of any political subdivision or taxing authority thereof, but are a special limited obligation of the Issuer and are payable solely and only from the trust estate consisting of the Loan Payments, funds and accounts held under the Indenture, and the Pledged TIF Revenues, pledged and assigned for their payment in accordance with the Indenture. Neither the faith and credit nor the taxing power of the Issuer, the State of Indiana, or any political subdivision or taxing authority thereof is pledged to the payment of the principal of, premium, if any, or the interest on the Bonds. The Bonds do not grant the owners or holders thereof any right to have the Issuer, the State of Indiana or its General Assembly, or any political subdivision or taxing authority of the State of Indiana, levy any taxes or appropriate any funds for the payment of the principal of, premium, if any, or interest on the Bonds. No covenant or agreement contained in the Bonds or the Indenture shall be deemed to be a covenant or agreement of the Redevelopment Commission, the Economic Development Commission, or of any member, director, officer, agent, attorney or employee of the Redevelopment Commission, the Economic Development Commission or the

Issuer in his or her individual capacity, and neither the Redevelopment Commission, the Economic Development Commission, the Issuer nor any member, director, officer, agent, attorney, or employee of the Redevelopment Commission, the Economic Development Commission or the Issuer executing the Bonds shall be liable personally on the Bonds or be subject to any personal liability or accountability by reason of the issuance of the Bonds.

Section 2.5. **Authentication.** No Bond shall be valid or obligatory for any purpose or entitled to any security or benefit under this Indenture unless and until the certificate of authentication on such Bond substantially in the form hereinabove set forth shall have been duly executed by the Trustee, and such executed certificate of the Trustee upon any such Bond shall be conclusive evidence that such Bond has been authenticated and delivered under this Indenture. The Trustee's certificate of authentication on any Bond shall be deemed to have been executed by it if signed by an authorized officer of the Trustee, but it shall not be necessary that the same officer sign the certificate of authentication on all of the Bonds issued hereunder.

Section 2.6. **Form of Bonds.** The Bonds and the Trustee's certificate of authentication to be endorsed thereon are all to be in substantially the following forms, and any Additional Bonds and Trustee's certificate of authentication are also to be in substantially the following forms (except as to redemption, sinking fund, and other provisions peculiar to such Additional Bonds), with necessary and appropriate variations, omissions and insertions as permitted or required by this Indenture, to-wit:

(Form of Bond)

No. R ____

UNITED STATES OF AMERICA

STATE OF INDIANA

COUNTY OF BOONE

TOWN OF ZIONSVILLE, INDIANA
TAXABLE ECONOMIC DEVELOPMENT REVENUE BOND,
SERIES 2025 (Holliday Farms Project)

INTEREST <u>RATE</u> ____%	MATURITY <u>DATE</u> As set forth in Schedule A	ORIGINAL <u>DATE</u> ____, 2025	AUTHENTICATION <u>DATE</u> ____, 2025
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REGISTERED OWNER:

PRINCIPAL AMOUNT:

The Town of Zionsville, Indiana (the "Issuer"), a municipal corporation duly organized and existing under the laws of the State of Indiana, for value received, hereby promises to pay in lawful money of the United States of America to the Registered Owner listed above, but solely

from solely from available amounts held in the Trust Estate, including Loan Payments and Pledged TIF Revenues (each as defined in the hereinafter defined Indenture), hereinafter referred to, pledged and assigned for the payment hereof, the Principal Amount set forth above in the principal amounts and on the principal installment payment dates set forth in Schedule A, or so much of the Principal Amount as shall have been credited as described below, unless this Bond (as hereinafter defined) shall have previously been called for redemption and payment of the redemption price made or provided for, and to pay interest on the unpaid principal amount hereof, but solely from those payments, at the Interest Rate specified above per annum payable on February 1, 2026, and on each February 1 and August 1 thereafter (the “Interest Payment Dates”) until the Principal Amount credited is paid in full. Interest on this Bond shall be payable from the Interest Payment Date next preceding the date of authentication thereof (the “Interest Date”); (i) if this Bond is authenticated on or after the fifteenth (15th) day of the month preceding an Interest Payment Date (the “Record Date”), the Interest Date shall be such Interest Payment Date; and (ii) if interest on this Bond is in default, the Interest Date shall be the day after the date to which interest hereon has been paid in full. Principal installments on the Bonds shall be payable (solely from the sources set forth herein) as set forth in Schedule A hereto (such schedule to be updated as provided in Section 4.4 of the below-described Indenture).

The proceeds of this Bond or credits related thereto may be advanced from time to time at the written request of the Company, subject to the approval, or deemed approval, of the Issuer. As advances are made or credits given in the form of expenditures on the Project, the unpaid principal amount of this Bond shall be the total amounts advanced or credited by the Registered Owner from time to time, less any prior redemption of the principal amount due, as set forth on Schedule A hereto. The principal amounts advanced or given as credits toward an advance shall be evidenced by the execution by the Authorized Representative of the Company of a disbursement request, approved, or deemed approved, in accordance with the terms of the Loan Agreement by an Authorized Representative of the Issuer in form and substance satisfactory to the Registered Owner. Notice of such advances made by the Issuer to the Company shall be promptly provided in writing to the Trustee.

The principal installment payments of this Bonds are payable at the corporate trust operations office of [Old National Wealth Management], in [Indianapolis, Indiana], or at the principal office of any successor trustee or paying agent, or by wire transfer of immediately available funds on the payment date to any registered owner of the aggregate amount of \$1,000,000 or more of the principal amount of the Bonds, upon the written request of such registered owner to the Trustee on or prior to the Record Date, which direction shall remain in effect until revoked in writing by such registered owner. All payments of interest hereon will be made by the Trustee by check mailed on each Interest Payment Date to the Registered Owner hereof at the address shown on the registration books of the Trustee as maintained by the Trustee, as registrar, determined on the Record Date next preceding such Interest Payment Date, or by wire transfer of immediately available funds on the Interest Payment Date, to any registered owner of the aggregate amount of \$1,000,000 or more of the principal amount of the Bonds, upon the written request of such registered owner to the Trustee on or prior to the Record Date, which direction shall remain in effect until revoked in writing by such registered owner. If the payment date occurs on a date when financial institutions are not open for business, the wire transfer shall be made on the next succeeding business day. This bond shall not need to be presented for payment except upon final maturity or redemption in full.

This Bond is the only one of an authorized issue of the Issuer's Taxable Economic Development Revenue Bonds, Series 2025 (Holliday Farms Project) (hereinbefore and hereinafter, the "Bonds") which are being issued under the hereinafter described Indenture in the aggregate principal amount of \$7,500,000. The Bonds are being issued for the purpose of providing funds to finance and/or reimburse the costs of certain economic development facilities, including all or a portion of the construction of certain infrastructure improvements, together with all necessary appurtenances, related improvements and equipment, to support the development of a multi-phased residential and commercial development consisting of a residential community and various commercial and retail out-lots, together with related improvements, all located or to be located in or directly serving the Holliday Farms Allocation Area of the Town of Zionsville, Indiana (the "Project"), to be constructed by The Club at Holliday Farms, LLP (along with any affiliates or designees thereof, the "Company"), and costs of issuance, by providing such funds to the Company pursuant to the Loan Agreement, dated as of [May 1, 2025] ("Loan Agreement"), between the Company and the Issuer.

The Bonds are issued under and entitled to the security of a Trust Indenture, dated as of [May 1, 2025] ("Indenture"), duly executed and delivered by the Issuer to [Old National Wealth Management], as Trustee (the term "Trustee" where used herein referring to the Trustee or its successors), pursuant to which the Indenture, the Loan Payments, the Pledged TIF Revenues, and all rights of the Issuer under the Loan Agreement, except certain rights to payment for expenses, indemnity rights and rights to perform certain discretionary acts as set forth in the Loan Agreement, are pledged and assigned by the Issuer to the Trustee as security for the Bonds. THE OWNER OF THIS BOND, BY ACCEPTANCE OF THIS BOND, HEREBY AGREES TO ALL OF THE TERMS AND PROVISIONS IN THE INDENTURE AND THIS Bond, AND ACKNOWLEDGES THAT:

1. It is a sophisticated investor and is familiar with securities such as the Bonds.
2. It is familiar with the Issuer, the Town of Zionsville Redevelopment Commission (the "Redevelopment Commission") and the Town of Zionsville Redevelopment District (the "District"), and it has received such information concerning the Issuer, the Bonds, the Indenture, and the Trust Estate, including the Pledged TIF Revenues, as it deems to be necessary in connection with investment in the Bonds. It has received, read, and had an opportunity to comment upon and has consented to the provisions of the Indenture, the Bonds and the Loan Agreement. Prior to the purchase of the Bonds, it has been provided with the opportunity to ask questions of and receive answers from the representatives of the Issuer concerning the terms and conditions of the Bonds, the tax status of the Bonds, legal opinions and enforceability of remedies, the security therefor, and property tax reform (including the hereinafter defined Circuit Breaker), and to obtain any additional information needed in order to verify the accuracy of the information obtained to the extent that the Issuer possess such information or can acquire it without unreasonable effort or expense. It is not relying on Barnes & Thornburg LLP or the Trustee for information concerning the financial status of the Issuer, the Town of Zionsville Economic Development Commission (the "Economic Development Commission"), or the District, or the ability of the Issuer or the Economic Development Commission to honor their financial obligations or other covenants under the Bonds, the Indenture or the Loan Agreement. It understands that the projection of Pledged TIF Revenues prepared by Crowe LLP in connection with the issuance of the Bonds has been based on information provided by the Company.

3. It understands that the Issuer's collection of the Pledged TIF Revenues may be limited by operation of Ind. Code 6-1.1-20.6, which provides taxpayers with tax credits for property taxes attributable to different classes of property in an amount that exceeds certain percentages of the gross assessed value of the property (the "Circuit Breaker"). The Issuer may not increase its property tax levy or borrow money to make up any shortfall due to the application of this tax credit. It further understands that neither the Issuer nor the Economic Development Commission has the authority to levy a tax to pay the principal of the Bonds.

4. It is acquiring the Bonds for its own account with no present intent to resell, and it will not sell, convey, pledge, or otherwise transfer the Bonds without prior compliance with applicable registration and disclosure requirements of state and federal securities law.

5. It has investigated the security for the Bonds to its satisfaction, and it understands that the Bonds are payable solely from the Trust Estate, including the Pledged TIF Revenues.

6. It recognizes that: (a) the opinions it has received express the professional judgment of the attorneys participating in the transaction as to the legal issues addressed herein; (b) by rendering such opinions, the attorneys do not become insurers or guarantors of (i) that expression of professional judgment, (ii) the transaction opined upon, or (iii) the future performance of parties to such transaction; and (c) the rendering of the opinions does not guarantee the outcome of any legal dispute that may arise out of the transaction.

7. It understands that the Issuer has no continuing disclosure obligations with regard to the Bonds.

It is provided in the Indenture that the Issuer may hereafter issue Additional Bonds (as defined in the Indenture) from time to time under certain terms and conditions contained therein (such Additional Bonds and the Bonds, collectively, the "Bonds"). Reference is made to the Indenture and to all indentures supplemental thereto and to the Loan Agreement for a description of the nature and extent of the security, the rights, duties, and obligations of the Issuer and the Trustee, the rights of the holders of the Bonds, the issuance of Additional Bonds and the terms on which the Bonds are or may be issued and secured, and to all the provisions of which the holder hereof by the acceptance of this Bond assents.

The Bonds are issuable in registered form in the denominations of \$100,000 or integral multiples of \$1,000 in excess thereof. This Bond is transferable by the registered holder hereof in person or by its attorney duly authorized in writing at the designated corporate trust operations office of the Trustee, but only in the manner, subject to the limitations and upon payment of the charges provided in the Indenture and upon surrender and cancellation of this Bond. Upon such transfer a new registered bond will be issued to the transferee in exchange therefor.

The Issuer, the Trustee and the Paying Agent may deem and treat the Registered Owner hereof as the absolute owner hereof for the purpose of receiving payment of or on account of principal hereof and premium, if any, hereon and interest due hereon and for all other purposes, and neither the Issuer nor the Trustee nor the Paying Agent shall be affected by any notice to the contrary.

The principal balance of the Bonds is subject to optional redemption prior to maturity as set forth in the Indenture.

If fewer than all of the Bonds at the time outstanding are to be called for redemption, the principal installment amounts of Bonds or portions thereof to be redeemed shall be in inverse order of maturity. If fewer than all of the Bonds within a principal installment are to be redeemed, the Bonds shall be redeemed by lot within the selected principal installment, provided that the Bonds shall be redeemed only in whole multiples of \$1,000. Any Pledged TIF Revenues remaining after the deposits to the Bond Fund will be used to redeem the outstanding Bonds in accordance with Section 5.5 of the Indenture.

This Bond is transferable by the Registered Owner hereof at the corporate trust operations office of the Trustee upon surrender and cancellation of this Bond and on presentation of a duly executed written instrument of transfer, and thereupon a new Bond or Bonds of the same aggregate principal amount and maturity and in authorized denominations will be issued to the transferee or transferees in exchange therefor, subject to all of the terms herein.

The Bonds, and the interest payable thereon, do not and shall not represent or constitute a debt of the Issuer within the meaning of the provisions of the constitution or statutes of the State of Indiana or a pledge of the faith and credit of the Issuer. The Bonds, as to both principal and interest, are not an obligation or liability of the State of Indiana, or of any political subdivision or taxing authority thereof, but are a special limited obligation of the Issuer and payable solely and only from the Trust Estate consisting of Loan Payments, funds and accounts held under the Indenture, and the Pledged TIF Revenues pledged and assigned for their payment in accordance with the Indenture (the "Trust Estate"). Neither the faith and credit nor the taxing power of the Issuer, the State of Indiana, or any political subdivision or taxing authority thereof is pledged to the payment of the principal of, premium, if any, or the interest on this Bond. The Bonds do not grant the owners or holders thereof any right to have the Issuer, the State of Indiana, or its General Assembly, or any political subdivision or taxing authority of the State of Indiana, levy any taxes or appropriate any funds for the payment of the principal of, premium, if any, or interest on the Bonds. No covenant or agreement contained in the Bonds or the Indenture shall be deemed to be a covenant or agreement of the Redevelopment Commission, the Economic Development Commission, the Issuer, or of any member, director, officer, agent, attorney, or employee of the Redevelopment Commission, the Economic Development Commission, or the Issuer in his or her individual capacity, and neither the Redevelopment Commission, the Economic Development Commission, the Issuer, nor any member, director, officer, agent, attorney, or employee of the Redevelopment Commission, the Economic Development Commission, or the Issuer executing the Bonds shall be liable personally on the Bonds or be subject to any personal liability or accountability by reason of the issuance of the Bonds.

The holder of this Bond shall have no right to enforce the provisions of the Indenture or to institute action to enforce the covenants therein, or to take any action with respect to any event of default under the Indenture, or to institute, appear in or defend any suit or other proceedings with respect thereto, except as provided in the Indenture. In certain events, on the conditions, in the manner and with the effect set forth in the Indenture, the principal of all the Bonds issued under the Indenture and then outstanding may become or may be declared due and payable before the stated maturity thereof, together with interest accrued thereon. Modifications or alterations of the

Indenture, or of any supplements thereto, may be made to the extent and in the circumstances permitted by the Indenture. The Issuer's obligation to pay Pledged TIF Revenues shall not be subject to acceleration.

It is hereby certified that all conditions, acts and things required to exist, happen and be performed under the laws of the State of Indiana and under the Indenture precedent to and in the issuance of this Bond, exist, have happened and have been performed, and that the issuance, authentication, and delivery of this Bond have been duly authorized by the Issuer.

This Bond shall not be valid or become obligatory for any purpose or be entitled to any security or benefit under the Indenture until the certificate of authentication hereon shall have been duly executed by the Trustee.

IN WITNESS WHEREOF, the Town of Zionsville, Boone County, Indiana, has caused this Bond to be executed in its name and on its behalf by the manual or facsimile signature of its Mayor, and its corporate seal to be hereunto affixed manually or by facsimile and attested by the manual or facsimile signature of its [Director of Finance].

TOWN OF ZIONSVILLE, INDIANA

By: _____
President of the Town Council

(SEAL)

Attest:

[Director of Finance]

CERTIFICATE OF AUTHENTICATION

This Bond is one of the Bonds described in the within-mentioned Indenture.

[OLD NATIONAL WEALTH MANAGEMENT],
as Trustee

By: _____
Authorized Officer

ASSIGNMENT

FOR VALUE RECEIVED the undersigned hereby sells, assigns and transfers unto _____ (Please Print or Typewrite Name and Address) the within Bond and all rights, title and interest thereon, and hereby irrevocably constitutes and appoints _____ attorney to transfer the within Bond on the books kept for registration thereof, with full power of substitution in the premises.

Dated: _____

SIGNATURE GUARANTEED:

NOTICE: Signature(s) must be guaranteed by an eligible guarantor institution participating in a Securities Transfer Association recognized signature guarantee program.

NOTICE: The signature to this assignment must correspond with the name of the registered owner as it appears upon the face of the within Bond in every particular, without alteration or enlargement or any change whatever.

The following abbreviations, when used in the inscription on the face of this certificate, shall be construed as though they were written out in full according to applicable laws or regulations:

TEN COM. as tenants in common
JT TEN. as joint tenants with right of survivorship
and not as tenants in common

UNIF TRANS MIN ACT. _____ Custodian _____
(Cust) (Minor)
under Uniform Transfers to Minors Act

(State)

Additional abbreviations may also be used though not in list above.

Schedule A

Principal Installment Schedule

<u>Date</u>	<u>Principal Amount</u>
	\$

*

*Final Maturity

(End of Bond Form)

Section 2.7. **Delivery of Bonds.** Upon the execution and delivery of this Indenture, the Issuer shall execute and deliver to the Trustee the Bonds in the aggregate principal amount not to exceed \$7,500,000. The Trustee shall authenticate such Bonds and deliver them to the Company thereof upon receipt of:

- (i) A copy, duly certified by the Director of Finance, of the ordinance adopted and approved by the Issuer authorizing the execution and delivery of the Loan Agreement and this Indenture and the issuance of the Bonds.
- (ii) A copy, duly certified by the Secretary of the Redevelopment Commission, of the resolution adopted and approved by the Redevelopment Commission pledging the Pledged TIF Revenues to the payment of the Bonds.
- (iii) Executed counterparts of the Loan Agreement and Indenture.
- (iv) A written request of the Issuer to the Trustee requesting the Trustee to authenticate, or cause to be authenticated, and deliver the Bonds to the Company in the principal amount not to exceed \$7,500,000.
- (v) Such other documents as shall be reasonably required by the Company.

The proceeds of the Bonds shall be paid over to the Trustee and deposited to the credit of various Funds as hereinafter provided under Section 3.1 hereof.

The Bonds initially issued and authenticated hereunder shall be registered in the name of the Company.

Section 2.8. **Issuance of Additional Bonds.** One or more series of Bonds in addition to the Bonds (the “Additional Bonds”), may be authenticated and delivered from time to time for one or more of the purposes of (i) refunding entirely one or more series of Bonds outstanding hereunder, if such Bonds may otherwise be refunded, (ii) advance refunding entirely one or more series of Bonds outstanding hereunder, regardless of whether such Bonds may otherwise be

refunded, if the same is then permitted by law, by depositing with the Trustee, in trust for the sole benefit of such series of Bonds, cash or investments (but only to the extent that the full faith and credit of the United States of America are pledged to the timely payment thereof) in a principal amount which will, together with the income or increment to accrue thereon, be sufficient to pay and redeem (when redeemable) and discharge such series of Bonds at or before their respective maturity dates, and (iii) financing and/or reimbursing the cost or estimated cost of completing the Project and Project Infrastructure or of acquiring and/or constructing additional improvements to the Project and Project Infrastructure, and, in each case, obtaining additional funds to pay the costs to be incurred in connection with the issuance of such Additional Bonds, to establish reserves with respect thereto and to pay interest during the estimated construction period of completing the additional improvements, if any.

Prior to the delivery by the Issuer of any such Additional Bonds, there shall be filed with the Trustee:

- (i) A supplement to this Indenture executed by the Issuer and the Trustee authorizing the issuance of such Additional Bonds, specifying the terms thereof and providing for the disposition of the proceeds of the sale thereof.
- (ii) The supplement or amendment to the Loan Agreement and the other instruments, documents, certificates, and opinions referred to in Article X of this Indenture.
- (iii) A copy, duly certified by the Director of Finance, of the ordinance theretofore adopted and approved by the Issuer authorizing the execution and delivery of such supplemental indenture and such supplement to the Bond Financing Agreements and the issuance of such Additional Bonds.
- (iv) A written request of the Issuer to the Trustee to authenticate and deliver such Additional Bonds.

Any Additional Bonds issued in accordance with the terms of this Section 2.8 shall be secured by this Indenture, but such Additional Bonds may bear such date or dates and such interest rate or rates, and have such maturities, redemption dates and premiums as may be agreed upon by the Issuer, at the direction of the Company, and the purchaser of such Additional Bonds.

Section 2.9. **Mutilated, Lost, Stolen, or Destroyed Bonds.** If any Bond is mutilated, lost, stolen or destroyed, the Issuer may execute and the Trustee may authenticate, upon the written direction of the Issuer, a new Bond of like date, maturity and denomination as that mutilated, lost, stolen or destroyed; provided that, in the case of any mutilated Bond, such mutilated Bond shall first be surrendered to the Trustee, and in the case of any lost, stolen or destroyed Bond, there shall be first furnished to the Trustee evidence of such loss, theft or destruction satisfactory to the Trustee, together with indemnity satisfactory to it.

If any such Bond shall have matured, instead of issuing a duplicate Bond the Issuer may pay the same without surrender thereof; provided, however, that in the case of a lost, stolen or destroyed Bond, there shall be first furnished to the Trustee evidence of such loss, theft or destruction satisfactory to the Trustee, together with indemnity satisfactory to it. The Trustee may

charge the holder or owner of such Bond with its fees and expenses in this connection. Any Bond issued pursuant to this Section 2.9 shall be deemed part of the original series of Bonds in respect of which it was issued and an original additional contractual obligation of the Issuer.

Section 2.10. **Registration and Exchange of Bonds; Persons Treated as Owners.** The Issuer shall cause books for the registration and for the transfer of the Bonds as provided in this Indenture to be kept by the Trustee, which is hereby constituted and appointed the registrar of the Issuer. Upon surrender for transfer of any fully registered Bond at the principal office of the Trustee, duly endorsed by, or accompanied by a written instrument or instruments of transfer in form satisfactory to, the Trustee and duly executed by the registered owner or his attorney duly authorized in writing, the Issuer shall execute and the Trustee shall authenticate and deliver in the name of the transferee or transferees a new fully registered Bond or Bonds of the same series and the same maturity for a like aggregate principal amount. The execution by the Issuer of any fully registered Bond without coupons of any denomination shall constitute full and due authorization of such denomination, and the Trustee shall thereby be authorized to authenticate and deliver such registered Bond. The Trustee shall not be required to transfer or exchange any fully registered Bond during the period between the Record Date and any interest payment date of such Bond, nor to transfer or exchange any Bond after the mailing of notice calling such Bond for redemption has been made, nor during a period of fifteen (15) days next preceding mailing of a notice of redemption of any Bonds.

As to any fully registered Bond, the person in whose name the same shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes, and payment of principal or interest thereon shall be made only to or upon the order of the registered owner thereof or its legal representative, but such registration may be changed as hereinabove provided. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid.

(End of Article II)

ARTICLE III.

APPLICATION OF BOND PROCEEDS

Section 3.1. **Deposit of Funds.** The Issuer shall deposit with the Trustee in the Bond Issuance Expense Account of the Construction Fund \$_____ of the proceeds from the sale of the Bonds as the initial draw to be used to pay Bond Issuance Costs pursuant to Section 4.4(b) of this Indenture. The remaining proceeds from the sale of the Bonds shall be paid out from time to time upon submission to the Trustee of a written request for funds by an Authorized Representative of the Company. Such requisition shall be substantially in the form attached hereto as Exhibit B, and the Trustee shall make payments as directed thereon.

(End of Article III)

ARTICLE IV.

REVENUE AND FUNDS

Section 4.1. **Source of Payment of Bonds.** The Bonds herein authorized and all payments to be made by the Issuer hereunder are not general obligations of the Issuer but are limited obligations payable solely from the Trust Estate as authorized by the Act and as provided herein. No covenant or agreement contained in the Bonds or this Indenture shall be deemed to be a covenant or agreement of the Issuer or of any member, director, officer, agent, attorney, or employee of the Issuer in his or her individual capacity, and neither the Issuer nor any member, director, officer, agent, attorney, or employee of the Issuer executing the Bonds shall be liable personally on the Bonds or be subject to any personal liability or accountability by reason of the issuance of the Bonds.

Section 4.2. **Bond Fund.** The Trustee shall establish and maintain, so long as any of the Bonds are outstanding, a separate fund to be known as the “Bond Fund.” Money in the Bond Fund shall be applied as provided in this Section 4.2.

There shall be deposited in the Bond Fund, as and when received by the Trustee: (a) Pledged TIF Revenues, as provided in Section 4.5; (b) all interest and other income derived from investments of Bond Fund moneys as provided herein; and (c) if necessary, the Loan Payments and any other moneys received by the Trustee under and pursuant to any of the provisions of the Loan Agreement which are required or which are accompanied by directions that such moneys are to be paid into the Bond Fund. The Issuer hereby covenants and agrees that so long as any of the Bonds issued hereunder are outstanding, it will deposit, or cause to be paid to Trustee for deposit in the Bond Fund for its account, all of the available Pledged TIF Revenues to pay the principal of and interest on the Bonds as the same become due and payable. If the Pledged TIF Revenues are insufficient, the Company is obligated under the Loan Agreement to make Loan Payments to the Issuer, and the Issuer covenants and agrees to immediately transfer all Loan Payments received to the Trustee to pay the principal of and interest on the Bonds as the same becomes due and payable. Nothing herein should be construed as requiring Issuer to deposit or cause to be paid to Trustee for deposit in the Bond Fund, funds from any source other than receipts derived from the Pledged TIF Revenues and, if necessary, the Loan Payments.

Moneys in the Bond Fund shall be used by the Trustee to pay Administrative Fees and then to pay interest and principal on the Bonds as they become due upon each Interest Payment Date, at maturity or upon redemption. The Trustee shall transmit such funds to the Paying Agent for the Bonds in sufficient time to insure that such interest will be paid as it becomes due. If Pledged TIF Revenues and Loan Payments on deposit in the Bond Fund are not sufficient to pay the principal and interest then due, Pledged TIF Revenues and Loan Payments shall be applied first to pay unpaid interest and then to unpaid and due principal; provided, however, that no interest shall be due or paid on any unpaid interest.

Section 4.3. **Reserved.**

Section 4.4. **Construction Fund.** The Issuer shall establish with the Trustee a separate fund to be known as the Construction Fund, to the credit of which the deposits are to be made as required by Section 3.1 hereof.

(a) The Construction Fund shall consist of two separate accounts: (1) the Bond Issuance Expense Account, and (2) the Construction Account. The Issuer shall deposit in the Construction Fund a total sum of \$_____ from the initial advance of the proceeds of the Bonds, which initial draw on the Bonds consists of the proceeds of the Bonds deposited in the Bond Issuance Expense Account of the Construction Fund (\$_____) and proceeds of the Bonds deposited in the Construction Account of the Construction Fund (\$0.00). The Company shall deposit subsequent advances with the Trustee from time to time as needed, and such advances shall be recorded in the records of the Trustee.

(b) As referenced in Section 4.4(a) above, the Issuer shall deposit \$_____ from the sale of the Bonds into the Bond Issuance Expense Account of the Construction Fund to pay Bond Issuance Costs. The Bond Issuance Costs set forth in Exhibit A attached hereto shall be wire transferred at closing to the entities listed therein as authorized by an Authorized Representative of the Issuer, such authorization evidenced by the execution of this Indenture. Other costs of issuance shall be paid by the Trustee upon submission of a written request signed by an Authorized Representative of the Issuer. On _____, 2025, any amounts remaining in the Bond Issuance Expense Account of the Construction Fund shall be transferred to the Construction Account of the Construction Fund, and upon such transfer, the Bond Issuance Expense Account shall be closed.

(c) Except as set forth in Section 4.4(b), moneys on deposit in the Construction Account shall be paid out from time to time by the Trustee upon the order of the Issuer to pay, or as reimbursement to the Company for payments made, the Costs of Construction of the Project upon receipt by the Trustee of an invoice showing the amount paid, or to be paid, and to whom payment is owed and a written request signed by an Authorized Representative of the Company in substantially the form of Exhibit B and approved by an Authorized Representative of the Issuer:

(i) stating that the costs of an aggregate amount set forth in such written request has been made or incurred and were necessary for the construction or equipping of the Project Infrastructure and were made or incurred in accordance with the construction contracts, plans, and specifications, or purchase contracts therefor then in effect or that the amounts set forth in such written request are for allowable Bond Issuance Costs or Costs of Construction;

(ii) stating that the amount paid or to be paid, as set forth in such written request, is reasonable and represents a part of the amount payable for the Costs of Construction during construction of the Project Infrastructure or the costs of equipping the Project Infrastructure all in accordance with the cost budget; and that 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;

(iii) stating that no part of such costs was included in any written request previously filed with the Trustee under the provisions hereof;

(iv) stating that such costs are appropriate for the expenditure of proceeds of the Bonds under the Act; and

(v) stating a recap of 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.

The Trustee may rely fully on any such request delivered pursuant to this Section and is not be required to make any investigation in connection therewith.

(d) If, after payment by the Trustee of all orders theretofore tendered to the Trustee under the provisions of Section 4.4(c) herein, there shall remain any balance of moneys in the Construction Fund, the Trustee shall transfer all moneys then in the corresponding account to the Bond Fund, and upon such transfer, the Construction Fund shall be closed. The Trustee, as directed in writing by the Company, shall use any amount transferred to the Bond Fund from the Construction Fund to redeem the Bonds pursuant to Section 5.1 herein at the earliest redemption date.

Section 4.5. **Pledged TIF Revenues.** (a) Subject to Section 7.2 hereof, so long as any Bonds remain outstanding hereunder, on or before each January 15 and July 15 commencing with the later of January 15, 2026, or the first January 15 or July 15 that Pledged TIF Revenues are available, the Issuer shall transfer the Pledged TIF Revenues to the Trustee. The Trustee is hereby directed to transfer to the Bond Fund, as appropriate, on each January 15 and July 15, the Pledged TIF Revenues received, and shall use such amounts deposited to the Bond Fund in accordance with Section 4.2 hereof. Any amounts remaining after the deposits to the Bond Fund shall be used (i) to pay any outstanding unpaid principal or interest on Bonds for which there were not funds to make a payment of principal or interest on the relevant Interest Payment Date, (ii) to satisfy all reimbursement obligations due to the Company as set forth in Section 4.5(b) herein, and (iii) to redeem the outstanding Bonds in accordance with Article V hereof.

(b) After making the payments of principal and interest on the Bonds, pursuant to subsection (a) above, on the following February 1 and August 1, the Trustee shall pay to the Company such additional Pledged TIF Revenues received in an amount sufficient to satisfy the reimbursement obligations due to the Company pursuant to Section 11.13 of this Indenture, but only to the extent received. Upon the full satisfaction of any reimbursement obligations due to the Company under Section 11.13 of this Indenture, any remaining additional Pledged TIF Revenues shall be used to redeem the outstanding Bonds in accordance with Article V hereof.

Section 4.6. **Trust Funds.** All moneys and securities received by the Trustee under the provisions of this Indenture shall be trust funds under the terms hereof and shall not be subject to lien or attachment of any creditor of the Issuer or of the Company. Such moneys shall be held in trust and applied in accordance with the provisions of this Indenture.

Section 4.7. **Investment.** Moneys on deposit in the Funds established in this Article IV hereof shall be invested as provided in Section 6.7 hereof.

(End of Article IV)

ARTICLE V.

REDEMPTION OF BONDS BEFORE MATURITY

Section 5.1. **Redemption Dates and Prices.** The Bonds are subject to redemption prior to maturity on any date and at the option of the Issuer (at the direction of the Company), in whole or in part in such order of maturity as the Issuer shall direct (at the direction of the Company) and by lot within maturities, from any moneys made available for that purpose, at face value and without premium, plus in each case accrued interest to the date fixed for redemption.

If fewer than all of the Bonds at the time outstanding are to be called for redemption, the maturities of Bonds or portions thereof to be redeemed shall be in inverse order of maturity. If fewer than all of the Bonds within a maturity are to be redeemed, the Trustee shall apply moneys available for redemption on a pro rata basis, based on the respective portion of the principal amount of Bonds held by the respective owners of the Bonds within such maturity that shall be redeemed.

Section 5.2. **Notice of Redemption.** In the case of redemption of Bonds pursuant to Section 5.1 hereof, notice of the call for any such redemption identifying the Bonds, or portions of fully registered Bonds, to be redeemed shall be given by mailing a copy of the redemption notice by first class mail not less than thirty (30) days nor more than sixty (60) days prior to the date fixed for redemption to the registered Owner of each Bond to be redeemed at the address shown on the registration books. Such notice of redemption shall specify the CUSIP number, if any, and, in the event of a partial redemption the Bond numbers and called amounts of each Bond, the redemption date, principal amount, interest rate, maturity date, and the name and address of the Trustee and the Paying Agent; provided, however, that failure to give such notice by mailing, or any defect therein, with respect to any such registered Bond shall not affect the validity of any proceedings for the redemption of other Bonds.

On and after the redemption date specified in the aforesaid notice, such Bonds, or portions thereof, thus called shall not bear interest, shall no longer be protected by this Indenture and shall not be deemed to be outstanding under the provisions of this Indenture, and the holders thereof shall have the right to receive only the redemption price thereof plus accrued interest thereon to the date fixed for redemption.

Section 5.3. **Cancellation.** All Bonds which have been redeemed in whole shall be canceled or otherwise destroyed by the Trustee in accordance with the customary practices of the Trustee and applicable record retention requirements and shall not be reissued.

Section 5.4. **Redemption Payments.** Prior to the date fixed for redemption in whole, funds shall be deposited with Trustee to pay, and Trustee is hereby authorized and directed to apply such funds to the payment of the Bonds or portions thereof called, together with accrued interest thereon to the redemption date. Upon the giving of notice and the deposit of funds for redemption, interest on the Bonds thus called shall no longer accrue after the date fixed for redemption. No payment shall be made by the Paying Agent upon any Bond until such Bond shall have been delivered for payment or cancellation or the Trustee shall have received the items required by Section 2.9 hereof with respect to any mutilated, lost, stolen, or destroyed Bond.

Section 5.5. **Partial Redemption of Bonds.** If fewer than all of the Bonds at the time outstanding are to be called for redemption, the maturities of Bonds or portions thereof to be redeemed shall be redeemed in inverse order of maturity. If fewer than all of the Bonds within a maturity are to be redeemed, the Trustee shall select in such equitable manner as the Trustee may determine, the Bonds or portions of Bonds within such maturity that shall be redeemed. The Trustee shall call for redemption in accordance with the foregoing provisions as many Bonds or portions thereof as will, as nearly as practicable, exhaust the moneys available therefor. Particular Bonds or portions thereof shall be redeemed only in the minimum principal amount of \$100,000 and any \$1 integral multiples thereafter.

If less than the entire principal amount of any registered Bond then outstanding is called for optional redemption, then upon notice of redemption given as provided in Section 5.2 hereof, the owner of such registered Bond shall surrender such Bond to the Paying Agent in exchange for (a) payment of the redemption price of, plus accrued interest on the principal amount called for redemption and (b) a new Bond or Bonds of like series in an aggregate principal amount equal to the unredeemed balance of the principal amount of such registered Bond, which shall be issued without charge therefor.

Section 5.6. **Redemption from Excess Pledged TIF Revenues.** The Trustee is hereby authorized and directed to redeem the Bonds from additional Pledged TIF Revenues as set forth in Section 4.5(b) herein without further authorization from the Issuer.

(End of Article V)

ARTICLE VI.

GENERAL COVENANTS

Section 6.1. **Payment of Principal and Interest.** The Issuer covenants that it will promptly pay the principal of, premium, if any, and interest on every Bond issued under this Indenture at the place, on the dates and in the manner provided herein and in the Bonds according to the true intent and meaning thereof. The principal, interest and premium, if any, on the Bonds are payable solely and only from the Pledged TIF Revenues and if necessary, the Loan Payments, which payments are hereby specifically pledged and assigned to the payment thereof in the manner and to the extent herein specified, and nothing in the Bonds or in this Indenture should be considered as pledging any other funds or assets of the Issuer. The Bonds, and the interest payable thereon, do not and shall not represent or constitute a debt of the Issuer within the meaning of the provisions of the constitution or statutes of the State of Indiana or a pledge of the faith and credit of the Issuer. The Bonds, as to both principal and interest, are not an obligation or liability of the State of Indiana, or of any political subdivision or taxing authority thereof, but are a special limited obligation of the Issuer and are payable solely and only from Pledged TIF Revenues and if necessary, the Loan Payments. Neither the faith and credit nor the taxing power of the Issuer, the State of Indiana or any political subdivision or taxing authority thereof is pledged to the payment of the principal of, premium, if any, or the interest on the Bonds. The Bonds do not grant the owners or holders thereof any right to have the Issuer, the State of Indiana, or its General Assembly, or any political subdivision or taxing authority of the State of Indiana, levy any taxes or appropriate any funds for the payment of the principal of, premium, if any, or interest on the Bonds. The Issuer has no taxing power with respect to the Bonds. No covenant or agreement contained in the Bonds or this Indenture shall be deemed to be a covenant or agreement of the Redevelopment Commission, the Economic Development Commission, the Issuer, or of any member, director, officer, agent, attorney or employee of the Redevelopment Commission, the Economic Development Commission, or the Issuer in his or her individual capacity, and neither the Redevelopment Commission, the Economic Development Commission, the Issuer, nor any member, director, officer, agent, attorney, or employee of the Redevelopment Commission, the Economic Development Commission, or the Issuer executing the Bonds shall be liable personally on the Bonds or be subject to any personal liability or accountability by reason of the issuance of the Bonds.

Section 6.2. **Performance of Covenants.** The Issuer covenants that it will faithfully perform at all times any and all covenants, undertakings, stipulations and provisions contained in this Indenture, in any and every Bond executed, authenticated and delivered hereunder and in all proceedings of its members pertaining thereto. The Issuer represents that it is duly authorized under the constitution and laws of the State of Indiana to issue the Bonds authorized hereby and to execute this Indenture, and to pledge the Trust Estate, in the manner and to the extent herein set forth, that all action on its part for the issuance of the Bonds and the execution and delivery of this Indenture has been duly and effectively taken, and that the Bonds in the hands of the holders and owners thereof are and will be valid and enforceable obligations of the Issuer according to the import thereof, subject to bankruptcy, insolvency, reorganization, moratorium, and other similar laws, judicial decisions and principles of equity relating to or affecting creditors' rights generally and subject to the valid exercise of the constitutional powers of the Issuer, the State of Indiana, and the United States of America.

Section 6.3. **Filing of Indenture, Loan Agreement and Security Instruments.** The Issuer, upon the written direction and at the sole expense of the Company, shall cause this Indenture, the Loan Agreement and all supplements thereto as well as such other security instruments, financing statements and all supplements thereto and other instruments as may be required from time to time to be filed in such manner and in such places as may be required by law in order to fully preserve and protect the lien hereof and the security of the holders and owners of the Bonds and the rights of the Trustee hereunder. This Section 6.3 shall impose no duty to record or file the instruments noted above where filing or recordation is not required by law in order to perfect a security interest. Continuation of financing statements may be filed without consent of the debtor parties thereto.

Section 6.4. **Inspection of Books.** The Issuer covenants and agrees that all books and documents in its possession relating to the Project and Project Infrastructure and the revenues derived from the Project and Project Infrastructure shall at all times be open to inspection by such accountants or other agents as the Trustee may from time to time designate.

Section 6.5. **List of Bondholders.** The Trustee will keep on file at the designated corporate trust office of the Trustee a list of names and addresses of the holders of all Bonds. At reasonable times and under reasonable regulations established by the Trustee, said list may be inspected and copied by the Company or by holders and/or owners (or a designated representative thereof) of 25% or more in principal amount of Bonds then outstanding, such ownership and the authority of any such designated representative to be evidenced to the satisfaction of the Trustee.

Section 6.6. **Rights Under Loan Agreement.** The Issuer agrees that the Trustee in its name or in the name of the Issuer may enforce all rights of the Issuer and all obligations of the Company under and pursuant to the Loan Agreement for and on behalf of the Bondholders, whether or not the Issuer is in default hereunder.

Section 6.7. **Investment of Funds.** Moneys in the Funds established hereunder may be invested in Qualified Investments to the extent and in the manner provided for in Section 3.8 of the Loan Agreement and in the absence of written direction the Trustee shall invest in funds in the Fidelity Institutional Government Portfolio Money Market Fund, which is hereby deemed to constitute a Qualified Investment. The Trustee shall not be liable or responsible for any loss resulting from any such investment. The interest accruing thereon and any profit realized from such investments shall be credited, and any loss resulting from such investments shall be charged to the fund in which the money was deposited.

The Trustee may conclusively rely upon the Issuer's written instructions as to both the suitability and legality of the directed investments. Ratings of permitted investments shall be determined at the time of purchase of such permitted investments and without regard to ratings subcategories. The Trustee may make any and all such investments through its own investment department or that of its affiliates or subsidiaries and may charge its ordinary and customary fees for such trades, including investment maintenance fees.

Although the Issuer and the Company each recognizes that it may obtain a broker confirmation or written statement containing comparable information at no additional cost, the Issuer and the Company hereby agree that confirmations of permitted investments are not required

to be issued by the Trustee for each month in which a monthly statement is rendered. No statement need be rendered for any fund or account if no activity occurred in such fund or account during such month.

Section 6.8. **Non-presentment of Bonds.** If any Bond shall not be presented for payment when the principal thereof becomes due, either at maturity, or at the date fixed for redemption thereof, or otherwise, if funds sufficient to pay any such Bond shall have been made available to Paying Agent for the benefit of the holder or holders thereof, all liability of Issuer to the holder thereof for the payment of such Bond shall forthwith cease, determine and be completely discharged, and thereupon it shall be the duty of Paying Agent to hold such funds for five (5) years without liability for interest thereon, for the benefit of the holder of such Bond, who shall thereafter be restricted exclusively to such funds, for any claim of whatever nature on his part under this Indenture or on, or with respect to, such Bond.

Any moneys so deposited with and held by the Paying Agent not so applied to the payment of Bonds within five (5) years after the date on which the same shall become due shall escheat to the State of Indiana, in accordance with applicable Indiana law.

Section 6.9. **Direction of Bondholders.** Whenever any action, direction or consent is required of the Trustee, the Trustee shall consult with the holders of the Bonds and shall take such action, give such direction or give such consent as the Trustee shall be directed in writing by the Requisite Bondholders.

(End of Article VI)

ARTICLE VII.

DEFAULTS AND REMEDIES

Section 7.1. **Events of Default.** Each of the following events is hereby declared an “event of default” under this Indenture:

(a) any event of default as defined in Sections 5.1(a)(i), (a)(ii) or (a)(iii) of the Loan Agreement shall occur and be continuing; or

(b) the Issuer shall default in the due and punctual performance of any other of the covenants, conditions, agreements and provisions contained in the Bonds or in this Indenture or any agreement supplemental hereof on the part of the Issuer to be performed, and such default shall continue for thirty (30) days after written notice specifying such default and requiring the same to be remedied shall have been given to the Issuer and the Company by the Trustee, which may give such notice in its discretion and shall give such notice at the written request of the holders of all of the Bonds then outstanding hereunder.

The insufficiency of Pledged TIF Revenues to pay debt service due on the Bonds shall not constitute an event of default hereunder.

Section 7.2. **Termination of TIF Pledge.** . If an event of default occurs under Section 7.1 hereof as a result of an event of default under Sections 5.1(a)(ii) or (a)(iii) of the Loan Agreement, then upon written notice provided to the Trustee and the Bondholders by the Issuer at its sole discretion, the pledge of the TIF Revenues to the payment of the Bonds shall immediately terminate and be of no further force and effect, the TIF Revenues shall no longer be deemed part of the Trust Estate under this Indenture, and the Issuer shall have no further obligation to make any transfers of TIF Revenues to the Trustee under Section 4.2 or Section 4.5 hereof. Notwithstanding anything in the Loan Agreement or this Indenture to the contrary, neither the owners of the Bonds, the Company, the Trustee, nor any other person (other than the Issuer) may waive the termination of the pledge of TIF Revenues pursuant to this Section 7.2. Moreover, in such event, the Trustee may not amend this Indenture or take direction from the Bondholders except with the prior written consent of the Issuer.

Section 7.3. **Remedies; Rights of Bondholders.**

(a) If an event of default occurs, the Trustee may pursue any available remedy by suit at law or in equity to enforce the payment of the principal of, premium, if any, and interest on the Bonds then outstanding, to enforce any obligations of the Issuer hereunder, and of the Company under the Loan Agreement.

(b) Upon the occurrence of an event of default, and if directed in writing so to do by the Requisite Bondholders and indemnified as provided in Section 8.1 hereof, the Trustee shall be obliged to exercise such one or more of the rights and powers conferred by this Article as the Trustee shall be directed in writing to exercise by the Requisite Bondholders.

(c) No remedy by the terms of this Indenture conferred upon or reserved to the Trustee (or to the Bondholders) is intended to be exclusive of any other remedy, but each and every such remedy shall be cumulative and shall be in addition to any other remedy given to the Trustee or to the Bondholders hereunder or now or hereafter existing at law or in equity or by statute.

(d) No delay or omission to exercise any right or power accruing upon any event of default shall impair any such right or power or shall be construed to be a waiver of any event of default or acquiescence therein, and every such right and power may be exercised from time to time as may be deemed expedient.

(e) No waiver of any event of default hereunder, whether by the Trustee or by the Bondholders, shall extend to or shall affect any subsequent event of default or shall impair any rights or remedies consequent thereon.

Section 7.4. **Right of Bondholders to Direct Proceedings.** Anything in this Indenture to the contrary notwithstanding, the holders of all Bonds then outstanding shall have the right, at any time, by an instrument or instruments in writing executed and delivered to the Trustee, to direct the time, the method and place of conducting all proceedings to be taken in connection with the enforcement of the terms and conditions of this Indenture, or for the appointment of a receiver or any other proceedings hereunder; provided, that such direction shall not be otherwise than in accordance with the provisions of law and of this Indenture, and provided that the Trustee is obligated to pursue its remedies under the provisions of Section 7.3 hereof before any other remedies are sought.

Section 7.5. **Application of Moneys.** All moneys received by the Trustee pursuant to any right given or action taken under the provisions of this Article shall, after payment of the cost and expenses of the proceedings resulting in the collection of such moneys and of the fees, expenses, liabilities and advances incurred or made by the Trustee or the Issuer, be deposited in the Bond Fund and all moneys in the Bond Fund shall be applied as follows:

(a) Unless the principal of all the Bonds shall have become or shall have been declared due and payable, all such moneys shall be applied:

First: To the payment to the persons entitled thereto of all installments of interest then due on the Bonds, in the order of the maturity of the installments of such interest, and if the amount available shall not be sufficient to pay in full any particular installment, then to the payment ratably, according to the amounts due on such installment, to the persons entitled thereto, without any discriminations or privilege; and

Second: To the payment to the persons entitled thereto of the unpaid principal of and premium, if any, of the Bonds which shall have become due (other than Bonds called for redemption for the payment of which moneys are held pursuant to the provisions of this Indenture), in the order of their due dates (or principal installment dates, as appropriate), with interest on such Bonds from the respective dates upon which they become due, and if the amount available shall not be sufficient to pay in full Bonds (or principal installment dates, as appropriate) due on any particular date, together with such interest, then to the

payment ratably, according to the amount of principal due on such date, to the persons entitled thereto without any discrimination or privilege.

Third: To the payment of the balance, if any, to (a) to the Issuer, if the Bonds have been paid in full, or (b) if and to the extent the Bonds have not been paid in full, to the Company or its successors or assigns, upon the written request of the Company or to whosoever may be lawfully entitled to receive the same upon its written request, or as any court of competent jurisdiction may direct.

(b) If the principal of all the Bonds shall have become due or shall have been declared due and payable, all such moneys shall be applied to the payment of the principal and interest then due and unpaid upon the Bonds, without preference or priority of principal over interest or of interest over any other installment of interest, according to the amounts due respectively for principal and interest, to the persons entitled thereto without any discrimination or privilege.

(c) If the principal of all the Bonds shall have been declared due and payable, and if such declaration shall thereafter have been rescinded and annulled under the provisions of this Article then, subject to the provisions of subsection (b) of this Section in the event that the principal of all the Bonds shall later become due or be declared due and payable, the moneys shall be applied in accordance with the provisions of subsection (a) of this Section.

Whenever moneys are to be applied pursuant to the provisions of this Section, such moneys shall be applied at such times, and from time to time, as the Trustee shall determine, having due regard to the amount of such moneys available for application and the likelihood of additional moneys becoming available for such application in the future. Whenever the Trustee shall apply such funds, it shall fix the date (which shall be an interest payment date unless it shall deem another date more suitable) upon which such application is to be made and upon such date interest on the amounts of principal to be paid on such dates shall cease to accrue. The Trustee shall give such notice as it may deem appropriate of the deposit with it of any such moneys and of the fixing of any such date and shall not be required to make payment to the holder of any Bond until such Bond shall be presented to the Trustee for appropriate endorsement or for cancellation if fully paid.

Section 7.6. **Remedies Vested In Trustee.** All rights of action (including the right to file proof of claims) under this Indenture or under any of the Bonds may be enforced by the Trustee without the possession of any of the Bonds or the production thereof in any trial or other proceedings relating thereto, and any such suit or proceeding instituted by the Trustee shall be brought in its name as Trustee without the necessity of joining as plaintiffs or defendants any holders of the Bonds, and any recovery of judgment shall, subject to the provisions of Section 7.5 hereof, be for the equal benefit of the holders of the outstanding Bonds.

Section 7.7. **Rights and Remedies of Bondholders.** No holder of any Bond shall have any right to institute any suit, action or proceeding in equity or at law for the enforcement of this Indenture or for the execution of any trust thereof or for the appointment of a receiver or any other remedy hereunder, unless a default has occurred of which the Trustee has been notified as provided in subsection (g) of Section 8.1, or of which by said subsection it is deemed to have notice, nor unless also such default shall have become an event of default and the holders of all Bonds then outstanding shall have made written request to the Trustee and shall have offered reasonable

opportunity either to proceed to exercise the powers hereinbefore granted or to institute such action, suit or proceeding in its own name, nor unless also they have offered to the Trustee indemnity as provided in Section 8.1 hereof, nor unless the Trustee shall thereafter fail or refuse to exercise the powers hereinbefore granted, or to institute such action, suit or proceeding in its, his, or their own name or names. Such notification, request and offer of indemnity are hereby declared in every case at the option of the Trustee to be conditions precedent to the execution of the powers and trusts of this Indenture, and to any action or cause of action for the enforcement of this Indenture, or for the appointment of a receiver or for any other remedy hereunder; it being understood and intended that no one or more holders of the Bonds shall have any right in any manner whatsoever to affect, disturb or prejudice the lien of this Indenture by its, his or their action or to enforce any right hereunder except in the manner herein provided, and that all proceedings at law or in equity shall be instituted, had and maintained in the manner herein provided and for the equal benefit of the holders of all Bonds then outstanding. Nothing in this Indenture contained shall, however, affect or impair the right of any Bondholder to enforce the covenants of the Issuer to pay the principal of and interest on each of the Bonds issued hereunder to the respective holders thereof at the time, place, from the source and in the manner in said Bonds expressed.

Section 7.8. **Termination of Proceedings.** In case the Trustee shall have proceeded to enforce any right under this Indenture by the appointment of a receiver, or otherwise, and such proceedings shall have been discontinued or abandoned for any reason, or shall have been determined adversely, then and in every such case the Issuer, the Company and the Trustee shall be restored to their former positions and rights hereunder, respectively, with respect to the Trust Estate, and all rights, remedies and powers of the Trustee shall continue as if no such proceedings had been taken.

Section 7.9. **Waivers of Events of Default.** The Trustee shall waive any event of default hereunder and its consequences and rescind any declaration of maturity of principal of and interest on the Bonds, upon the written request of the holders of (1) all the Bonds then outstanding in respect of which default in the payment of principal and/or premium, if any, and/or interest exists, or (2) all Bonds then outstanding in the case of any other default; provided, however, that there shall not be waived (a) any event of default in the payment of the principal of any outstanding Bonds at the date of maturity specified therein, or (b) any default in the payment when due of the interest on any such Bonds unless prior to such waiver or rescission, arrears of interest, with interest (to the extent permitted by law) at the rate borne by the Bonds in respect of which such default shall have occurred on overdue installments of interest or all arrears of payments of principal and premium, if any, when due, as the case may be, and all expenses of the Trustee in connection with such default shall have been paid or provided for, and in case of any such waiver or rescission, or in case any proceeding taken by the Trustee on account of any such default shall have been discontinued or abandoned or determined adversely, then and in every such case the Issuer, the Trustee and the Bondholders shall be restored to their former positions and rights hereunder, respectively, but no such waiver or rescission shall extend to any subsequent or other default, or impair any right consequent thereon.

(End of Article VII)

ARTICLE VIII.

THE TRUSTEE AND PAYING AGENT

Section 8.1. **Acceptance of the Trusts.** The Trustee hereby accepts the trusts imposed upon it by this Indenture, and agrees to perform said trusts as a corporate trustee ordinarily would perform said trusts under a corporate indenture, but no implied covenants or obligations shall be read into this Indenture against the Trustee.

(a) The Trustee may execute any of the trusts or powers hereof and perform any of its duties by or if appointed through attorneys, agents, receivers or employees but shall not be answerable for the conduct of the same in accordance with the standard specified above, and shall be entitled to advice of counsel concerning all matters of trusts hereof and the duties hereunder, and may in all cases pay such reasonable compensation to all such attorneys, agents, receivers and employees as may reasonably be employed in connection with the trusts hereof. The Trustee may act upon the opinion or advice of any attorney (who may be the attorney or attorneys for the Issuer or the Company). The Trustee shall not be responsible for any loss or damage resulting from any action or non-action in good faith in reliance upon such opinion or advice.

(b) The Trustee shall not be responsible for any recital herein, or in the Bonds (except in respect to the certificate of the Trustee endorsed on the Bonds), in any offering document related to the Bonds, or for insuring the property herein conveyed or collecting any insurance moneys, or for the validity of the execution by the Issuer of this Indenture or of any supplements thereto or instruments of further assurance, or for the sufficiency of the security for the Bonds issued hereunder or intended to be secured hereby, or for the value or title of the property herein conveyed or otherwise as to the maintenance of the security hereof; and the Trustee shall not be bound to ascertain or inquire as to the performance or observance of any covenants, conditions or agreements on the part of the Issuer or on the part of the Company under the Loan Agreement; but the Trustee may require of the Issuer or the Company full information and advice as to the performance of the covenants, conditions and agreements aforesaid as to the condition of the property herein conveyed. The Trustee shall have no obligation to perform any of the duties of the Issuer under the Loan Agreement, and the Trustee shall not be responsible or liable for any loss suffered in connection with any investment of funds made by it in accordance with the provisions of this Indenture.

(c) The Trustee shall not be accountable for the use of the proceeds of any Bonds authenticated by it or the Paying Agent or delivered hereunder. The Trustee may become the owner of Bonds secured hereby with the same rights which it would have if not Trustee.

(d) The Trustee shall be protected in acting upon any notice, request, consent, certificate, order, affidavit, letter, telegram, or other paper or document believed to be genuine and correct and to have been signed or sent by the proper person or persons. Any action taken by the Trustee pursuant to this Indenture upon the request or authority or consent of any person who at the time of making such request or giving such authority or consent is the owner of any Bond, shall be conclusive and binding upon all future owners of the same Bond and upon Bonds issued in exchange therefor or in place thereof.

(e) As to the existence or non-existence of any fact or as to the sufficiency or validity of any instrument, paper or proceeding, the Trustee shall be entitled to rely upon a certificate signed on behalf of the Issuer or the Company by its duly authorized officers as sufficient evidence of the facts therein contained and prior to the occurrence of a default of which the Trustee has been notified as provided in subsection (g) of this Section, or of which said subsection it is deemed to have notice, shall also be at liberty to accept a similar certificate to the effect that any particular dealing, transaction or action is necessary or expedient, but may at its discretion secure such further evidence deemed necessary or advisable, but shall in no case be bound to secure the same. The Trustee may accept a certificate of the Issuer or the Company under its seal to the effect that an ordinance or resolution in the form therein set forth has been adopted by the Issuer or the Company as conclusive evidence that such ordinance or resolution has been duly adopted, and is in full force and effect.

(f) The duties of the Trustee shall be determined solely by the express provisions of this Indenture, no implied covenants or obligations shall be read into this Indenture against the Trustee and the permissive right of the Trustee to do things enumerated in this Indenture shall not be construed as a duty, and the Trustee shall not be answerable for other than its gross negligence or willful misconduct in connection with the performance of its duties hereunder.

(g) The Trustee shall not be required to take notice or be deemed to have notice of any event of default hereunder (other than payment of the principal and interest on the Bonds) unless the Trustee shall be specifically notified in writing of such default by the Issuer or by the holders of at least twenty-five percent (25%) in aggregate principal amount of all Bonds then outstanding and all notices or other instruments required by this Indenture to be delivered to the Trustee must, in order to be effective, be delivered at the designated corporate trust office of the Trustee, and in the absence of such notice so delivered, the Trustee may conclusively assume there is no default except as aforesaid.

(h) The Trustee shall not be personally liable for any debts contracted or for damages to persons or to personal property injured or damaged, or for salaries or nonfulfillment of contracts during any period in which it may be in possession of or managing the Trust Estate.

(i) At any and all reasonable times and upon reasonable prior written notice, the Trustee, and its duly authorized agents, attorneys, experts, engineers, accountants and representatives, shall have the right fully to inspect the Trust Estate, and to take such memoranda from and in regard thereto as may be desired.

(j) The Trustee shall not be required to give any bond or surety in respect of the execution of the said trusts and powers or otherwise in respect of the premises.

(k) Notwithstanding anything elsewhere in this Indenture contained, the Trustee shall have the right, but shall not be required, to demand, in respect of the authentication of any Bonds, the withdrawal of any cash, the release of any property, or any action whatsoever within the purview of this Indenture, any showings, certificates, opinions, appraisals or other information, or corporate action or evidence thereof, in addition to that by the terms hereof required as a condition of such action by the Trustee, deemed desirable for the authentication of any Bonds, the withdrawal of any cash, or the taking of any other action by the Trustee.

(l) Before taking any action under this Section 8.1 and under Article VII hereunder the Trustee may require that a satisfactory indemnity bond or other indemnity be furnished for the reimbursement of all expenses to which it may be put and to protect it against all liability, including liability incurred in connection with the enforcement of the terms and provisions of this Indenture, except liability which is adjudicated to have resulted from its gross negligence or willful misconduct in connection with any action so taken. Such indemnity shall survive the termination of this Indenture.

(m) All moneys received by the Trustee or the Paying Agent shall, until used or applied or invested as herein provided, be held in trust for the purposes for which they were received but need not be segregated from other funds except to the extent required by law. Neither the Trustee nor the Paying Agent shall be under any liability for interest on any moneys received hereunder except such as may be agreed upon.

(n) If any event of default under this Indenture shall have occurred and be continuing, the Trustee shall exercise such of the rights and powers vested in it by this Indenture as it shall be directed to in writing by the Requisite Bondholders.

(o) None of the provisions of this Indenture shall require the Trustee to expend or risk its own funds or otherwise to incur any liability, financial or otherwise, in the performance of any of its duties hereunder, or in the exercise of any of its rights or powers if it shall have reasonable grounds for believing that repayment of such funds or indemnity satisfactory to it against such risk or liability is not assured to it.

(p) The Trustee shall have no responsibility with respect to any information, statement or recital in any official statement, offering memorandum or any other disclosure material prepared or distributed with respect to the Bonds, except for any information provided by the Trustee, and shall have no responsibility for compliance with any state or federal securities laws in connection with the Bonds. Under no circumstances does the Trustee assume any responsibility or liability for the issuance of the Bonds as obligations the interest on which is excludable from gross income for purposes of federal income taxation or for the maintenance of such tax-exempt status subsequent to the date of issuance of the Bonds.

(q) The Trustee shall not be accountable for the use or application by the Company of any of the Bonds or the proceeds thereof or for the use or application of any money paid over by the Trustee in accordance with the provisions of this Indenture or drawn down by the Company in accordance with the provisions of this Indenture and the Loan Agreement or for the use and application of money received by any paying agent.

Section 8.2. **Fees, Charges and Expenses of Trustee and Paying Agent.** The Trustee and Paying Agent shall be entitled to payment and/or reimbursement for fees for its services rendered hereunder and all advances, counsel fees and other expenses made or incurred by the Trustee or Paying Agent in connection with such services. To the extent that the Pledged TIF Revenues are insufficient to pay the Administrative Fees of the Trustee, it is agreed that the Company shall be responsible for unpaid fees of the Trustee. Upon an event of default, but only upon an event of default, the Trustee shall have a right of payment prior to payment on account of interest or principal of, or premium, if any, on any Bond for the foregoing advances, fees, costs

and expenses incurred. In the event of a bankruptcy, the fees and expenses of the Trustee shall constitute administrative expenses.

Section 8.3. **Notice to Bondholders if Default Occurs.** If an event of default occurs of which the Trustee is by subsection (g) of Section 8.1 hereof required to take notice or if notice of an event of default be given as in said subsection (g) provided, then the Trustee shall give written notice thereof by registered or certified mail to the last known holders of all Bonds then outstanding shown by the list of Bondholders required by the terms of this Indenture to be kept at the office of the Trustee.

Section 8.4. **Intervention by Trustee.** In any judicial proceeding to which the Issuer is a party, the Trustee shall intervene on behalf of Bondholders subject to the provisions of Section 8.1(l), upon being directed in writing by the owners of at least twenty-five percent (25%) in aggregate principal amount of all Bonds then outstanding to intervene in such proceeding. The rights and obligations of the Trustee under this Section are subject to the approval of a court of competent jurisdiction.

Section 8.5. **Successor Trustee.** Any corporation or association into which the Trustee may be converted or merged, or with which it may be consolidated, or to which it may sell or transfer its corporate trust business and assets as a whole or substantially as a whole, or any corporation or association resulting from any such conversion, sale, merger, consolidation or transfer to which it is a party, ipso facto, shall be and become successor Trustee hereunder and vested with all of the title to the whole property or trust estate and all the trusts, powers, discretions, immunities, privileges and all other matters as was its predecessor, without the execution or filing of any instrument or any further act, deed or conveyance on the part of any of the parties hereto, anything herein to the contrary notwithstanding.

Section 8.6. **Resignation by the Trustee.** The Trustee and any successor Trustee may at any time resign from the trusts hereby created by giving thirty days' written notice to the Issuer and the Company and by registered or certified mail to each registered owner of Bonds then outstanding and to each holder of Bonds as shown by the list of Bondholders required by this Indenture to be kept at the office of the Trustee, and such resignation shall take effect at the end of such thirty (30) days, or upon the earlier appointment of a successor Trustee by the Bondholders or by the Issuer. Such notice to the Issuer and the Company may be served personally or sent by registered or certified mail.

Section 8.7. **Removal of the Trustee.** The Trustee may be removed at any time by an instrument or concurrent instruments in writing delivered to the Trustee and to the Issuer and signed by all the Bondholders. The fees and expenses of the Trustee shall be paid prior to the effectiveness of any removal.

Section 8.8. **Appointment of Successor Trustee by the Bondholders; Temporary Trustee.** In case the Trustee hereunder shall resign or be removed, or be dissolved, or shall be in course of dissolution or liquidation, or otherwise become incapable of acting hereunder, or in case it shall be taken under control of any public officer or officers, or of a receiver appointed by a court, a successor may be appointed by the owners of a majority in aggregate principal amount of Bonds then outstanding, by an instrument or concurrent instruments in writing signed by such

owners, or by their attorneys-in-fact, duly authorized; provided, nevertheless, that in case of such vacancy, the Issuer, by an instrument executed by one of its duly authorized officers, may appoint a temporary Trustee to fill such vacancy until a successor Trustee shall be appointed by the Bondholders in the manner above provided; and any such temporary Trustee so appointed by the Issuer shall immediately and without further act be superseded by the Trustee so appointed by such Bondholders. Every such Trustee appointed pursuant to the provisions of this Section shall be a trust company or bank, having a reported capital and surplus of not less than One Hundred Million Dollars (\$100,000,000) if there be such an institution willing, qualified and able to accept the trust upon reasonable or customary terms.

Section 8.9. **Concerning Any Successor Trustees.** Every successor Trustee appointed hereunder shall execute, acknowledge and deliver to its predecessor and also to the Issuer and the Company an instrument in writing accepting such appointment hereunder, and thereupon such successor, without any further act, deed or conveyance, shall become fully vested with all the estates, properties, rights, powers, trusts, duties and obligations of its predecessor; but such predecessor shall, nevertheless, on the written request of the Issuer, or of its successor, execute and deliver an instrument transferring to such successor Trustee all the estates, properties, rights, powers and trusts of such predecessor hereunder; and every predecessor Trustee shall deliver all securities and moneys held by it as Trustee hereunder to its successor. Should any instrument in writing from the Issuer be required by any successor Trustee for more fully and certainly vesting in such successor the estate, rights, powers and duties hereby vested or intended to be vested in the predecessor any and all such instruments in writing shall, on request, be executed, acknowledged and delivered by the Issuer. The resignation of any Trustee and the instrument or instruments removing any Trustee and appointing a successor hereunder, together with all other instruments provided for in this Article shall be filed by the successor Trustee in each office, if any, where the Indenture shall have been filed.

Section 8.10. **Trustee Protected in Relying Upon Resolutions, etc.** Subject to the conditions contained herein, the resolutions, ordinances, opinions, certificates and other instruments provided for in this Indenture may be accepted by the Trustee as conclusive evidence of the facts and conclusions stated therein and shall be full warrant, protection and authority to the Trustee for the release of property and the withdrawal of cash hereunder.

Section 8.11. **Appointment of Paying Agent and Registrar; Resignation or Removal of Paying Agent.** The Trustee is hereby appointed as “Registrar” and “Paying Agent” under this Indenture. Any Registrar and Paying Agent may at any time resign and be discharged of the duties and obligations created by this instrument and any supplemental indenture by giving at least 60 days’ written notice to the Issuer, the Company and the Trustee. Any Registrar and Paying Agent may be removed at any time by an instrument, filed with such Registrar, Paying Agent and the Trustee and signed by the Issuer and the Company. Any successor Registrar and Paying Agent shall be appointed by the Issuer at the direction of the Company and shall be a bank or trust Company duly organized under the laws of any state of the United States or a national banking association, in each case having a capital stock and surplus aggregating at least \$100,000,000, willing and able to accept the office on reasonable and customary terms and authorized by law to perform all the duties imposed upon it by this Indenture.

In the event of the resignation or removal of any Paying Agent, such Paying Agent shall pay over, assign and deliver any moneys or securities held by it as Paying Agent to its successors, or if there is no successor, to the Trustee. Any Trustee or Paying Agent that has been removed shall be paid all fees due and owing to it prior to the effectiveness of any removal under this Article VIII.

Section 8.12. **Indemnification.** To the extent permitted by law, the Issuer hereby agrees to indemnify and save harmless the Trustee from all losses, liabilities, costs and expenses, including attorney fees and expenses, which may be incurred by it as a result of its acceptance of or arising from the performance of its duties hereunder, unless such losses, liabilities, costs and expenses shall have been finally adjudicated to have resulted from the negligence or willful misconduct of the Trustee, and such indemnification shall survive its resignation or removal of the Trustee or the defeasance of this Indenture.

(End of Article VIII)

ARTICLE IX.

SUPPLEMENTAL INDENTURES

Section 9.1. **Supplemental Indentures Not Requiring Consent of Bondholders.** The Issuer and the Trustee may without the consent of, or notice to, any of the Bondholders, enter into an indenture or indentures supplemental to this Indenture, as shall not be inconsistent with the terms and provisions hereof, for any one or more of the following purposes:

- (a) To cure any ambiguity or formal defect or omission in this Indenture; or
- (b) To grant to or confer upon the Trustee for the benefit of the Bondholders any additional rights, remedies, powers or authority that may lawfully be granted to or conferred upon the Bondholders or the Trustee or any of them; or
- (c) To subject to this Indenture additional security, revenues, properties or collateral;
or
- (d) To make any other change in this Indenture which, in the judgment of the Issuer, in its sole discretion, is not to the material prejudice of the Company or the holders of the Bonds;
or
- (e) To modify, amend or supplement the Indenture in such manner as required to permit the qualification thereof under the Trust Indenture Act of 1939, as amended, or any similar Federal statute hereafter in effect, and, if they so determine, to add to the Indenture such other terms, conditions and provisions as may be required by said Trust Indenture Act of 1939, as amended, or similar federal statute; or
- (f) To issue Additional Bonds in accordance with the provisions of Section 2.8 hereof.

Section 9.2. **Supplemental Indentures Requiring Consent of Bondholders.** Exclusive of supplemental indentures covered by Section 9.1 hereof, and subject to the terms and provisions contained in this Section, and not otherwise, the Requisite Bondholders shall have the right, from time to time, anything contained in this Indenture to the contrary notwithstanding, to consent to and approve the execution by the Issuer and the Trustee of such other indenture or indentures supplemental hereto as shall be deemed necessary and desirable by the Issuer for the purpose of modifying, altering, amending, adding to or rescinding, in any particular, any of the terms or provisions contained in this Indenture or in any supplemental indenture; provided however, that nothing in this section contained shall permit or be construed as permitting (except as otherwise permitted in this Indenture) (a) an extension of the stated maturity or reduction in the principal amount of, or reduction in the rate or extension of the time of paying of interest on, or reduction of any premium payable on the redemption of, any Bonds, without the consent of the holder of such Bond, or (b) a reduction in the amount or extension of the time of any payment required by any sinking fund applicable to any Bonds without the consent of the holders of all the Bonds which would be affected by the action to be taken, or (c) the creation of any lien prior to or on a parity with the lien of this Indenture without the consent of the holders of all the Bonds at the time outstanding, or (d) a reduction in the aforesaid aggregate principal amount of Bonds the holders of which are required to consent to any such supplemental indenture, without the consent of the

holders of all the Bonds at the time outstanding which would be affected by the action to be taken, or (e) a modification of the rights, duties or immunities of the Trustee, without the written consent of the Trustee, or (f) a privilege or priority of any Bond over any other Bonds, or (g) the deprivation of the Owners of any Bonds then Outstanding of the lien thereby created.

Anything herein to the contrary notwithstanding, a supplemental indenture under this Article which affects any rights of the Company shall not become effective unless and until the Company shall have consented in writing to the execution and delivery of such supplemental indenture. In this regard, the Trustee shall cause notice of the proposed execution and delivery of any such supplemental indenture together with a copy of the proposed supplemental indenture to be mailed by certified or registered mail to the Company at least fifteen (15) days prior to the proposed date of execution and delivery of any such supplemental indenture.

Section 9.3. **Legal Opinion.** In connection with a supplemental indenture being entered into pursuant to the provisions of this Article IX, the Trustee shall receive an opinion of Bond Counsel to the effect that said supplemental indenture is authorized and permitted by the terms of this Indenture in compliance with all conditions precedent, that it is proper for the Trustee to join in the execution of such supplemental indenture and that the Trustee may conclusively rely on such opinion. The Trustee may conclusively rely on the written determination of the Issuer with respect to a supplemental indenture entered into pursuant to Section 9.1(d).

Section 9.4. **Supplemental Indenture Effectiveness Upon Trustee.** The Trustee need not enter into or consent to any supplemental indenture which it determines to be materially prejudiced to it.

(End of Article IX)

ARTICLE X.

AMENDMENTS TO THE LOAN AGREEMENT

Section 10.1. **Amendments, etc., to Loan Agreement Not Requiring Consent of Bondholders.** The Issuer and the Trustee with the written consent of the Company shall, without the consent of or notice to the Bondholders, consent to any amendment, change or modification of the Loan Agreement as may be required (i) by the provisions of the Loan Agreement and this Indenture, or (ii) for the purpose of curing any ambiguity or formal defect or omission, or (iii) in connection with any other change therein which, in the judgment of the Issuer, in its sole discretion, is not to the prejudice of the Bondholders.

Section 10.2. **Amendments, etc., to Loan Agreement Requiring Consent of Bondholders.** Except for the amendments, changes or modifications as provided in Section 10.1 hereof, neither the Issuer nor the Trustee shall consent to any other amendment, change or modification of the Loan Agreement without the written approval or consent of the Requisite Bondholders given and procured as in Section 11.5 provided.

Section 10.3. **Legal Opinion.** In connection with an amendment, change or modification to the Loan Agreement being consented to pursuant to the provisions of this Article X, the Trustee shall receive an opinion of Bond Counsel to the effect that said consent to the amendment, change or modification in question is authorized and permitted by the terms of this Indenture in compliance with all conditions precedent, and that it is appropriate for the Trustee to join in such amendment, change or modification and that the Trustee may conclusively rely on such opinion.

Section 10.4. **Amendments, etc.; Consent of Trustee.** The Trustee need not consent to any amendment, change or modification of the Loan Agreement which it determines to be materially prejudiced to it.

(End of Article X)

ARTICLE XI.

MISCELLANEOUS

Section 11.1. **Satisfaction and Discharge.** All rights and obligations of the Issuer and the Company under the Loan Agreement and this Indenture shall terminate, and such instruments shall cease to be of further effect, and upon the written direction of the Issuer, the Trustee shall execute and deliver all appropriate instruments evidencing and acknowledging the satisfaction of this Indenture, and shall assign and deliver to the Company any moneys and investments in all Funds established hereunder (except moneys or investments held by the Trustee for the payment of principal of and interest on the Bonds and except for any Pledged TIF Revenues which shall be delivered to the Issuer) when:

(a) all fees and expenses of the Trustee and the Paying Agent shall have been paid;

(b) the Issuer and the Company shall have performed all of their covenants and promises in the Loan Agreement and in this Indenture; and

(c) all Bonds theretofore authenticated and delivered (i) have become due and payable, (ii) are to be retired or called for redemption under arrangements satisfactory to the Trustee for the giving of notice of redemption by the Trustee at the expense of the Company, or (iii) have been delivered to the Trustee canceled or for cancellation; and, in the case of (i) and (ii) above, there shall have been deposited with the Trustee either cash in an amount which shall be sufficient, or investments (but only to the extent that the full faith and credit of the United States of America are pledged to the timely payment thereof) the principal of and the interest on which when due will provide moneys which, together with the moneys, if any, deposited with the Trustee, shall be sufficient, to pay when due the principal and interest due and to become due on the Bonds and prior to the redemption date or maturity date thereof, as the case may be; provided, however, none of the Bonds may be advance refunded if such advance refunding is not permitted by the laws of Indiana.

Section 11.2. **Defeasance of Bonds.** Any Bond shall be deemed to be paid and no longer Outstanding within the meaning of this Article and for all purposes of this Indenture when (a) payment of the principal and interest of such Bond either (i) shall have been made or caused to be made in accordance with the terms thereof, or (ii) shall have been provided for by irrevocably depositing with the Trustee in trust and irrevocably set aside exclusively for such payment, (1) moneys sufficient to make such payment or (2) direct obligations of (including obligations issued or held in book entry form on the books of) the Department of the Treasury of the United States of America, the principal of and the interest on which when due will provide sufficient moneys, and (b) all necessary and proper fees, compensation, indemnities and expenses of the Trustee and the Issuer pertaining to the Bonds with respect to which such deposit is made shall have been paid or the payment thereof provided for. At such time, the Trustee shall be provided with a defeasance opinion by Bond Counsel. At such time as a Bond shall be deemed to be paid hereunder, as aforesaid, such Bond shall no longer be secured by or entitled to the benefits of this Indenture, except for the purposes of any such payment from such moneys or Governmental Obligations.

Notwithstanding the foregoing, no deposit under clause (a)(ii) of the immediately preceding paragraph shall be deemed payment of such Bonds as aforesaid until (a) proper notice of redemption of such Bonds shall have been previously given in accordance with Section 5.2 of this Indenture, or if the Bonds are not by their terms subject to redemption within the next succeeding sixty (60) days, until the Company shall have given the Trustee in form satisfactory to the Trustee irrevocable instructions to notify, as soon as practicable, the Owners of the Bonds, that the deposit required by the preceding paragraph has been made with the Trustee and that the Bonds are deemed to have been paid in accordance with this Section 11.2 and stating the maturity or redemption date upon which moneys are to be available for the payment of the principal of and the applicable redemption premium, if any, on said Bonds, plus interest thereon to the due date thereof, or (b) the maturity of the Bonds.

All moneys so deposited with the Trustee as provided in this Section 11.2 may also be invested and reinvested, at the written direction of the Company, in Governmental Obligations, maturing in the amounts and at the times as hereinbefore set forth, and all income from all Governmental Obligations in the hands of the Trustee pursuant to this Section 11.2 which is not required for the payment of principal of the Bonds and interest and premium, if any, thereon with respect to which such moneys shall have been so deposited shall be deposited in the Bond Fund as and when realized and collected for use and application as are other moneys deposited in the Bond Fund.

Notwithstanding any provision of any other Article of this Indenture which may be contrary to the provisions of this Section 11.2, all moneys or Governmental Obligations set aside and held in trust pursuant to the provisions of this Section 11.2 for the payment of Bonds (including premium thereon, if any) shall be applied to and used solely for the payment of the particular Bonds (including the premium thereon, if any) with respect to which such moneys or Governmental Obligations have been so set aside in trust.

Anything in Article IX hereof to the contrary notwithstanding, if moneys or Governmental obligations have been deposited or set aside with the Trustee pursuant to this Section 11.2 for the payment of Bonds and such Bonds shall not have in fact been actually paid in full, no amendment to the provisions of this Section 11.2 shall be made without the consent of the Owner of each Bond affected thereby.

In determining the sufficiency of the moneys and/or Government Obligations deposited pursuant to this Section 11.2, the Trustee shall receive, at the expense of the Company, and may rely on a verification report of a firm of nationally recognized independent certified public accountants. The right to register the transfer of or to exchange Bonds shall survive the discharge of this Indenture.

Section 11.3. **Cancellation of Bonds.** If the Bondholders of any Bonds presents that Bond to the Trustee with an instrument satisfactory to the Trustee waiving all claims for payment of that Bond, the Trustee shall cancel that Bond and the Bondholder shall have no further claim against the Trust Estate, the Issuer or the Company with respect to that Bond.

Section 11.4. **Application of Trust Money.** All money or investments deposited with or held by the Trustee pursuant to Section 11.1 shall be held in trust for the holders of the Bonds, and

applied by it, in accordance with the provisions of the Bonds and this Indenture, to the payment, either directly or through the Paying Agent, to the persons entitled thereto, of the principal (and premium, if any) and interest for whose payment such money has been deposited with the Trustee, but such money or obligations need not be segregated from other funds except to the extent required by law.

Section 11.5. **Consents, etc., of Bondholders.** Any consent, request, direction, approval, objection or other instrument required by this Indenture to be executed by the Bondholders may be in any number of concurrent writings of similar tenor and may be executed by such Bondholders in person or by agent appointed in writing. Provided, however, that wherever this Indenture or the Loan Agreement requires that any such consent or other action be taken by the holders of a specified percentage, fraction or majority of the Bonds outstanding, any such Bonds held by or for the account of the following persons shall not be deemed to be outstanding hereunder for the purpose of determining whether such requirement has been met: the Issuer, any of its members, the Company, or the directors, trustees, officers or members of the Company. For all other purposes, Bonds held by or for the account of such person shall be deemed to be outstanding hereunder. Proof of the execution of any such consent, request, direction, approval, objection or other instrument or of the writing appointing any such agent and of the ownership of Bonds, if made in the following manner, shall be sufficient for any of the purposes of this Indenture, and shall be conclusive in favor of the Trustee with regard to any action taken under such request or other instrument, namely:

(a) The fact and date of the execution by any person of any such writing may be proved by the certificate of any officer in any jurisdiction who by law has power to take acknowledgments within such jurisdiction that the person signing such writing acknowledged before him the execution thereof, or by affidavit of any witness to such execution.

(b) The fact of the holding by any person of Bonds transferable by delivery and the amounts and numbers of such Bonds, and the date of the holding of the same, may be proved by a certificate executed by any trust company, bank or bankers, wherever situated, stating that at the date thereof the party named therein did exhibit to an officer of such trust company or bank or to such banker, as the property of such party, the Bonds therein mentioned if such certificate shall be deemed by the Trustee to be satisfactory. The Trustee may, in its discretion, require evidence that such Bonds have been deposited with a bank, bankers or trust company, before taking any action based on such ownership. In lieu of the foregoing, the Trustee may accept other proofs of the foregoing as it shall deem appropriate.

For all purposes of this Indenture and of the proceedings for the enforcement hereof, such person shall be deemed to continue to be the holder of such Bond until the Trustee shall have received notice in writing to the contrary.

Section 11.6. **Limitation of Rights.** With the exception of rights herein expressly conferred, nothing expressed or mentioned in or to be implied from this Indenture, or the Bonds is intended or shall be construed to give to any person other than the parties hereto, and the Company, and the holders of the Bonds, any legal or equitable right, remedy or claim under or in respect to this Indenture or any covenants, conditions and provisions herein contained, this Indenture and all of the covenants, conditions and provisions hereof being intended to be and being for the sole and

exclusive benefit of the parties hereto and the Company and the holders of the Bonds as herein provided.

Section 11.7. **Severability**. If any provision of this Indenture shall be held or deemed to be or shall, in fact, be inoperative or unenforceable as applied in any particular case in any jurisdiction or jurisdictions or in all jurisdictions, or in all cases because it conflicts with any other provision or provisions hereof or any constitution or statute or rule of public policy, or for any other reason, such circumstances shall not have the effect of rendering the provision in question inoperative or unenforceable in any other case or circumstance, or of rendering any other provision or provisions herein contained invalid, inoperative, or unenforceable to any extent whatever. The invalidity of any one or more phrases, sentences, clauses or Sections in this Indenture contained, shall not affect the remaining portions of this Indenture, or any part thereof.

Section 11.8. **Notices**. All notices, demands, certificates or other communications hereunder shall be sufficiently given and shall be deemed given when mailed by registered or certified mail, postage prepaid, with proper address as indicated below. The Issuer, the Company, and the Trustee may, by written notice given by each to the others, designate any address or addresses to which notices, demands, certificates or other communications to them shall be sent when required as contemplated by this Indenture. Until otherwise provided by the respective parties, all notices, demands, certificates and communications to each of them shall be addressed as provided in Section 9.4 of the Loan Agreement.

Notwithstanding the foregoing, the Trustee shall have the right to accept and act upon instructions, including funds transfer instructions (the “Instructions”) given pursuant to this Indenture and the Loan Agreement and delivered using Electronic Means; provided, however, that the Issuer and the Company, as the case may be, shall provide to the Trustee an incumbency certificate listing officers with the authority to provide such Instructions (the “Authorized Officers”) and containing specimen signatures of such Authorized Officers, which incumbency certificate shall be amended by the Issuer and the Company, as the case may be, whenever a person is to be added or deleted from the listing. If the Issuer and the Company, as the case may be, elects to give the Trustee Instructions using Electronic Means and the Trustee in its discretion elects to act upon such Instructions, the Trustee’s understanding of such Instructions shall be deemed controlling. The Issuer and the Company each understands and agrees that the Trustee cannot determine the identity of the actual sender of such Instructions and that the Trustee shall conclusively presume that directions that purport to have been sent by an Authorized Officer listed on the incumbency certificate provided to the Trustee have been sent by such Authorized Officer. The Issuer and the Company, as the case may be, shall be responsible for ensuring that only Authorized Officers transmit such Instructions to the Trustee and that the Issuer and the Company, as the case may be, and all Authorized Officers are solely responsible to safeguard the use and confidentiality of applicable user and authorization codes, passwords and/or authentication keys upon receipt by the Issuer and the Company, as the case may be. The Trustee shall not be liable for any losses, costs or expenses arising directly or indirectly from the Trustee’s reliance upon and compliance with such Instructions notwithstanding such directions conflict or are inconsistent with a subsequent written instruction. The Issuer and the Company each agrees: (i) to assume all risks arising out of the use of Electronic Means to submit Instructions to the Trustee, including without limitation the risk of the Trustee acting on unauthorized Instructions, and the risk of interception and misuse by third parties; (ii) that it is fully informed of the protections and risks associated with

the various methods of transmitting Instructions to the Trustee and that there may be more secure methods of transmitting Instructions than the method(s) selected by the Issuer and the Company, as the case may be; (iii) that the security procedures (if any) to be followed in connection with its transmission of Instructions provide to it a commercially reasonable degree of protection in light of its particular needs and circumstances; and (iv) to notify the Trustee immediately upon learning of any compromise or unauthorized use of the security procedures. “Electronic Means” shall mean the following communications methods: S.W.I.F.T., e-mail, facsimile transmission, secure electronic transmission containing applicable authorization codes, passwords and/or authentication keys issued by the Trustee, or another method or system specified by the Trustee as available for use in connection with its services hereunder.

Section 11.9. **Counterparts.** This Indenture may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 11.10. **Applicable Law.** This Indenture shall be governed exclusively by the applicable laws of the State of Indiana.

Section 11.11. **Immunity of Officers and Directors.** No recourse shall be had for the payment of the principal of or premium or interest on any of the Bonds or for any claim based thereon or upon any obligation, covenant or agreement in this Indenture contained against any past, present or future members, officer, directors, agents, attorneys or employees of the Issuer, or any incorporator, member, officer, director, agents, attorneys, employees or trustee of any successor corporation, as such, either directly or through the Issuer or any successor corporation, under any rule of law or equity, statute or constitution or by the enforcement of any assessment or penalty or otherwise, and all such liability of any such incorporator, members, officers, directors, agents, attorneys, employees or trustees as such is hereby expressly waived and released as a condition of and consideration for the execution of this Indenture and issuance of such Bonds.

Section 11.12. **Holidays.** If any date for the payment of principal or interest on the Bonds is not a business day then such payment shall be due on the first business day thereafter with the same force and effect as if made on such date.

Section 11.13. **Shortfall of Pledged TIF Revenues.** Notwithstanding any other provision of this Indenture, any portion of the principal or interest due on the Bonds that remains unpaid shall not be deemed defeased or otherwise satisfied, shall not be considered paid, and shall continue to be due and owing until the earlier of: (i) full payment by the Issuer; or (ii) the maturity date of the Bonds. Interest shall not accrue on the interest that remains unpaid beyond the applicable debt service payment date. The Issuer and the Trustee recognize and agree that to the extent the Company, pursuant to the Loan Agreement, makes payments on the Series 2025 Note (as defined in the Loan Agreement) directly or indirectly (e.g., by paying through the Trustee), on account of principal of or interest on the Bonds, the Company shall be reimbursed for such payments. The Trustee shall pay such reimbursement obligations to the Company from Pledged TIF Revenues, to the extent available, as set forth in Section 4.5(b).

Notwithstanding any other provision of this Indenture, so long as the Company or an affiliate thereof is the owner of 100% of the outstanding Bonds, if any portion of the principal of

or interest due on the Bonds is not paid when due, a payment by the Company on the Series 2025 Note shall be deemed to have been made pursuant to Section 3.2 of the Loan Agreement and a reimbursement obligation due to the Company in the amount of such deemed payment shall accrue and be paid from Pledged TIF Revenues, to the extent available, pursuant to this Section 11.3 and Section 4.5(b).

(End of Article XI)

IN WITNESS WHEREOF, the Town of Zionsville, Boone County, Indiana, has caused these presents to be signed in its name and behalf by its Mayor and attested by its Director of Finance, and to evidence its acceptance of the trusts hereby created, [Old National Wealth Management] has caused these presents to be signed in its name and on its behalf by, and the same to be attested by, its duly authorized officers, all as of the day and year first above written.

TOWN OF ZIONSVILLE, INDIANA

By: _____
Mayor

Attest:

Director of Finance

[Town Signature Page to Trust Indenture]

[OLD NATIONAL WEALTH
MANAGEMENT], as Trustee

By: _____

Printed: _____

Title: _____

[Trustee Signature Page to Trust Indenture]

EXHIBIT A

Bond Issuance Costs

Barnes & Thornburg LLP	\$____.00
Ice Miller LLP	____.00
Crowe LLP	____.00
[Old National Wealth Management]	____.00
TOTAL	\$____.00

EXHIBIT B

Written Request

No. _____

[Old National Wealth Management]
Attn: Corporate Trust
[Address]

This written request (this “Written Request”) is submitted pursuant to the provisions of Section 4.4 of that certain Trust Indenture dated as of [May 1, 2025] (the “Indenture”), between the Town of Zionsville, Indiana (the “Issuer”), and [Old National Wealth Management], as trustee (the “Trustee”). The terms used herein have the same meanings as when used in the Indenture except where the context otherwise requires.

The Club at Holliday Farms LLP (the “Company”), hereby requests that on _____, 20____, the Trustee to credit the Company for the purchase of the Bonds in the aggregate amount indicated in the attached Credit Request Schedule, for advances, payments and expenditures made by The Club at Holliday Farms, LLP, a limited liability partnership (the “Company”), in connection with the items listed in the Credit Request Schedule.

In support of this Written Request, the Company states as follows:

(a) Each item for which credit against the purchase price of the Bonds is requested hereunder is properly so creditable in accordance with the terms and conditions of the Indenture and none of those items has formed the basis for any credit request heretofore made to the Trustee;

(b) Each such item is or was necessary in connection with the acquisition, construction, equipping or improvement of the property comprising the Project Infrastructure, as defined in the Indenture;

(c) This statement and all exhibits hereto, including the Credit Request Schedule, shall be conclusive evidence of the facts and statements set forth herein and shall constitute full warrant, protection and authority to the Trustee for its actions taken pursuant hereto; and

(d) This statement constitutes the approval of the Company of each credit request hereby made and authorized.

In accordance with the provisions of the Indenture, each of the Company, the Company, and the Issuer has caused this Written Request to be signed on its behalf this ____ day of _____, 20____.

THE CLUB AT HOLLIDAY FARMS, LLP

By: _____

Printed: _____

Title: _____

APPROVED:

TOWN OF ZIONSVILLE, INDIANA

Authorized Representative

CREDIT REQUEST SCHEDULE

Vendors

Amount Paid/to be Paid

[Vendor TIN]

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

EXHIBIT C

Trustee Fees

Acceptance Fee	\$____.00
Annual Fee (1 st annual payment)	____.00
Trustee's Counsel	____.00
TOTAL	<u>\$____.00</u>

ZIONSVILLE TOWN COUNCIL

ORDINANCE NO. 2025-09_____

ORDINANCE AUTHORIZING THE TOWN OF ZIONSVILLE,
INDIANA TO ISSUE ITS “TAXABLE ECONOMIC
DEVELOPMENT REVENUE BONDS, SERIES 2025
(HOLLIDAY FARMS PROJECT)” AND APPROVING OTHER
ACTIONS IN RESPECT THERETO

WHEREAS, the Town of Zionsville (“**Town**”) Economic Development Commission (“**Commission**”) has rendered its Project Report regarding the financing of proposed economic development facilities for The Club at Holliday Farms, LLP (“**Company**”), and the Project Report will be submitted to the Town of Zionsville Plan Commission within which the hereinafter defined Project is located for comment thereon; and

WHEREAS, the Commission conducted a public hearing on March 26, 2025, and adopted a resolution and Project Report, which resolution and Project Report have been transmitted hereto, finding that the financing of certain economic development facilities, including all or a portion of the construction of certain infrastructure improvements, together with all necessary appurtenances, related improvements and equipment (collectively, the “**Project Infrastructure**”) to support the development of a multi-phased residential and commercial development consisting of a residential community and various commercial and retail out-lots (collectively, the “**Project**”), complies with the purposes and provisions of Indiana Code 36-7-11.9 and -12 and that such financing will be of benefit to the health and welfare of the Town and its citizens and the construction of the Project Infrastructure to support the Project is anticipated to result in approximately \$114,500,000 in improvements in the Holliday Farms Economic Development Area; and

WHEREAS, the Commission has heretofore approved and recommended the adoption of this form of ordinance by the Town Council of the Town of Zionsville, Indiana (“**Town Council**”), has considered the issue of adverse competitive effect, and has approved and transmitted for approval by the Town Council the forms of (1) the Loan Agreement, by and between the Town and the Company (the “**Loan Agreement**”), (2) the Bond Purchase Agreement, by and between the Issuer and the purchaser of the Bonds (as hereinafter Bonds) (the “**Bond Purchase Agreement**”), and (3) the Trust Indenture (including form of Bonds), by and between the Town and the Trustee (as hereinafter defined) (the “**Indenture**” and, together with the Loan Agreement and the Bond Purchase Agreement, the “**Bond Financing Agreements**”).

NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF ZIONSVILLE, INDIANA, THAT:

Section 1. It is hereby found that: (i) the financing of the economic development facilities, including the construction of the Project Infrastructure to support the Project, in or physically connected to the Holliday Farms Economic Development Area referred to in the Loan Agreement approved by the Commission and presented to this Town Council; (ii) the issuance and sale of the Town's Taxable Economic Development Revenue Bonds, Series 2025 (Holliday Farms

Project) (collectively, the “**Bonds**”), in one or more series; (iii) utilizing the proceeds of the Bonds to pay or reimburse Company for a portion of the costs associated with the construction of the Project Infrastructure; and (iv) the securing of the Bonds by granting a security interest in the Trust Estate (as defined in the Indenture) to the Trustee under the Trust Indenture; complies with the purposes and provisions of Ind. Code 36-7-11.9 and -12 and will be of benefit to the health and welfare of the Town and its citizens. The proceeds of the Bonds will be used for the financing of, and the reimbursement to the Company for, a portion of the costs of the construction of the Project Infrastructure to support the Project and the costs of issuance of the Bonds. The Town Council further finds, determines, ratifies and confirms that the promotion of economic development, creation of new job opportunities and increased investment in the Town, is desirable to preserve the health, safety and general welfare of the citizens of the Town; and that it is in the public interest that the Commission and the Issuer take such action as they lawfully may to encourage economic development, creation of job opportunities, diversification of industry and increased investment in the Town.

Section 2. At the public hearing held before the Commission, the Commission considered whether the Project would have an adverse competitive effect on any similar facilities located in or near the Town, and subsequently found, based on findings of fact set forth in the Resolution transmitted hereto, that the Project would not have an adverse competitive effect. This Town Council hereby confirms the findings set forth in the Commission’s Resolution and concludes that the Project will not have an adverse competitive effect on any other similar facilities in or near the Town, and the Project will be of benefit to the health and welfare of the citizens of the Town.

Section 3. The forms of the Bond Financing Agreements approved by the Commission are hereby approved, and the Bond Financing Agreements shall be incorporated herein by reference and shall be inserted in the minutes of the Town Council and kept on file by the Municipal Relations Coordinator. In accordance with the provisions of Ind. Code §36-1-5-4, two (2) copies of each of the Bond Financing Agreements are on file in the office of the Municipal Relations Coordinator for public inspection.

Section 4. The Town shall issue its Bonds in the total, collective, principal amount not to exceed \$7,500,000 and maturing no later than twenty-five (25) years after their date of issuance. The Bonds may be issued in one or more series for the purpose of procuring funds to pay the costs of, and reimburse the Company for, the construction of the Project and Project Infrastructure in one or more phases, as more particularly set out in the Indenture and Loan Agreement, incorporated herein by reference, which Bonds will be payable as to principal and interest semiannually on February 1 and August 1 from Pledged TIF Revenues as provided in the Indenture. The Bonds shall be issued in fully registered form in denominations of \$1,000 and integral multiples thereof or minimum denominations of \$100,000 and \$1,000 integral multiples thereafter or as otherwise provided in the Indenture and shall be subject to optional redemption prior to maturity at the option of the Town, upon thirty (30) days' notice, at face value, plus in each case accrued interest to the date fixed for redemption, with no premium. The Bonds may be issued as term bonds subject to mandatory sinking fund redemption. Payments of principal and interest are payable in lawful money of the United States of America by check mailed or delivered to the registered owners as provided in the Indenture. The Bonds shall never constitute a general

obligation of, an indebtedness of, or a charge against the general credit of the Town, nor are the Bonds payable in any manner from revenues raised by taxation except for Pledged TIF Revenues.

Section 5. The Mayor and the Director of Finance are authorized and directed to sell the Bonds to the Company, or its designee, at a price of not less than the par value thereof. Each series of Bonds shall bear interest at a rate not to exceed 8.0% per annum.

Section 6. The Mayor, the Municipal Relations Coordinator and the Director of Finance are authorized and directed to execute and attest, manually or electronically, and to affix or imprint by any means the Town seal to, the documents constituting the Bond Financing Agreements approved herein on behalf of the Town and any other document which may be necessary or desirable prior to, on or after the date hereof to consummate or facilitate the transaction, including the Bonds authorized herein. The Mayor and the Director of Finance are hereby expressly authorized to approve any modifications or additions to the documents constituting the Bond Financing Agreements which take place after the date of this ordinance with the review and advice of counsel to the Town. The approval of these modifications or additions shall be conclusively evidenced by the execution and attestation thereof and the affixing of the seal thereto or the imprinting of the seal thereon; provided, however, that no such modification or addition shall change the maximum principal amount of, interest rate on or term of the Bonds as approved by the Town Council by this ordinance without further consideration by the Town Council. The signatures of the Mayor, the Director of Finance and the Municipal Relations Coordinator on the Bonds may be either manual, facsimile or electronic signatures. The Director of Finance is authorized to arrange for delivery of such Bonds to a trustee bank to be selected by the Town (“**Trustee**”), and payment for the Bonds will be made to the Trustee and after such payment, the Bonds will be delivered by the Trustee to the purchaser thereof. The Bonds shall be originally dated the date of issuance and delivery thereof.

Section 7. The provisions of this ordinance and the Indenture securing the Bonds shall constitute a contract binding between the Town and the holders of the Bonds, and after the issuance of the Bonds, this ordinance shall not be repealed or amended in any respect which would adversely affect the rights of such holders so long as the Bonds or the interest thereon remains unpaid.

Section 8. This ordinance shall constitute “official action” for purposes of compliance with state laws requiring governmental action as authorization for future reimbursement from the proceeds of bonds.

Section 9. This ordinance shall be in full force and effect from and after its passage. Introduced and filed on the ____ day of _____, 2025. A motion to consider on First Reading was sustained by a vote of _____ in favor and _____ opposed, pursuant to Ind. Code §36-5-2-9.8.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

ORDINANCE NO: 2025-_09____

DULY PASSED AND ADOPTED this ____ day of _____, 2025, by the Town Council of the Town of Zionsville, Boone County, Indiana, having been passed by a vote of _____ in favor and _____ opposed.

TOWN COUNCIL OF THE TOWN OF ZIONSVILLE,
BOONE COUNTY, INDIANA

	YEA Signature	NAY Signature
Jason Plunkett, President		
Brad Burk, Vice President		
Tim McElderry, Member		
Craig Melton, Member		
Evan Norris, Member		
Sarah Esterline Sampson, Member		
Joseph Stein, Member		

I hereby certify that the foregoing ordinance was delivered to the Town of Zionsville Mayor John Stehr on the _____ day of ____, 2025, at _____ .m.

ATTEST: _____
Amelia Anne Lacy,
Municipal Relations Coordinator

MAYOR'S APPROVAL

John Stehr, Mayor

Date

MAYOR'S VETO

John Stehr, Mayor

Date

ORDINANCE NO: 2025-09__

This instrument was prepared by: Christopher P. Greisl, Barnes & Thornburg LLP, 11 South Meridian Street, Indianapolis, IN 46204.

This Ordinance contains no Social Security Numbers. As required by Ind. Code § 36-2-11-15, I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security Number in this document, unless required by law. /s/ Christopher P. Greisl, Esq.

ORDINANCE NO: 2025-__

NOTARY

STATE OF INDIANA)
) SS:
COUNTY OF BOONE)

Before me, a Notary Public, in and for said County and State, personally appeared

_____,
_____,
_____,
_____,
_____,
_____,

who acknowledged the execution of the foregoing document.

WITNESS my hand and Notarial Seal this ____ day of _____, 2025.

Notary Public – Signature

Notary Public – Printed

My Commission Expires: _____

County of Residence: _____

ORDINANCE NO: 2025-_____

EXECUTED AND DELIVERED in my presence:

Signature

Printed Name

ORDINANCE 2025-10
OF THE TOWN COUNCIL OF THE TOWN OF ZIONSVILLE, INDIANA

AN ORDINANCE ESTABLISHING A DONATION FUND FOR THE TOWN OF ZIONSVILLE
MAYOR'S YOUTH ADVISORY COUNCIL

WHEREAS, the Town Council of the Town of Zionsville, Indiana (the "Town Council") has the authority to establish donation funds to receive and account for donations made to the Town of Zionsville (the "Town") and its affiliated departments and organizations; and

WHEREAS, in 2024, the Town Council established the Town of Zionsville Mayor's Youth Advisory Council ("MYAC") in order to give student leaders with the Town engaging service opportunities that will benefit the entire community; and

WHEREAS, in order to more easily account for donations made to MYAC, it is in the best interest of the Town to establish a separate donation fund to receive and disperse MYAC donations.

NOW, THEREFORE, BE IT ORDAINED by the Town Council of the Town of Zionsville, Indiana, as follows:

Section 1: The foregoing Recitals are incorporated herein by this reference.

Section 2: There is hereby established Fund 2304 - Mayor's Youth Advisory Council Donation Fund.

Section 3: MYAC may accept donations for their respective donation fund from persons acting in their individual capacity, from business organizations and corporations, and from not-for-profit organizations and service groups.

Section 4: The provisions of this Ordinance shall take effect following the date of its passage and action by the Town Council and the Mayor in the manner prescribed by Reorganization section ZR2A18 and shall remain in full force and effect until amended or repealed by ordinance of the Town Council.

Introduced and filed on the ____ day of _____, 2025. A motion to consider on First Reading was sustained by a vote of ____ in favor and ____ opposed, pursuant to Ind. Code § 36-5-2-9.8.

Ordinance 2025-10

SO ORDAINED, this ____ day of _____, 2025, by the Town Council of the Town of Zionsville, Boone County, Indiana, having been passed by a vote of ____ in favor and ____ opposed.

**TOWN COUNCIL OF THE TOWN OF ZIONSVILLE,
BOONE COUNTY, INDIANA**

	YEA Signature	NAY Signature
Jason Plunkett, President		
Brad Burk, Vice- President		
Tim McElderry, Member		
Craig Melton, Member		
Evan Norris, Member		
Sarah Esterline Sampson, Member		
Joseph Stein, Member		

Ordinance 2025-10

I hereby certify that the foregoing Ordinance was delivered to the Town of Zionsville Mayor John Stehr on the _____ day of _____, 2024, at _____ .m.

ATTEST: _____
Amelia Anne Lacy,
Municipal Relations Coordinator

MAYOR'S APPROVAL

John Stehr, Mayor

Date

This Ordinance was prepared by Jon Oberlander, Chief Legal Counsel, on 3/10/2025 at 12:13 p.m. No subsequent revision to this Ordinance has been reviewed by Mr. Oberlander for legal sufficiency or otherwise.