



**ZIONSVILLE TOWN COUNCIL
MEETING AGENDA
FOR APRIL 21, 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 APRIL 21, 2025, 7:30 AM EST.

Members of the public shall have the opportunity to view Town Council Public Meetings via the following form of electronic communications:

You Tube: Please click the link below to view the meeting:

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Webinar ID: 831 6456 5291

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 fifteen (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

April 21, 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. SWEARING IN OF NEW POLICE OFFICERS

3. APPROVAL OF MARCH 17, 2025, TOWN COUNCIL MEETING MEMORANDA (Copy Posted)

Documents:

[MARCH 17, 2025 ZIONSVILLE TOWN COUNCIL MEETING MINUTES.PDF](#)

4. APPROVAL OF MARCH 24, 2025, TOWN COUNCIL EXECUTIVE SESSION MEMORANDA (Copy Posted)

Documents:

[EXECUTIVE SESSION MEETING MINUTES - TOWN COUNCIL - MARCH 24, 2025.PDF](#)

5. APPROVAL OF MARCH PAYROLL CLAIMS

Documents:

[MARCH PAYROLL.PDF](#)

6. APPROVAL OF APRIL 21, 2025, CLAIMS

Documents:

[04.21 TC CLAIMS REGISTER.PDF](#)

7. REQUEST TO SPEAK ON AGENDA ITEM

8. SPECIAL PRESENTATIONS

- Town Council Proclamation Regarding Prevent Child Abuse Awareness Month
 - o Adam Krupp/Matt Wilson
- Chief Van Gorder
 - o ZFD Competition Team
 - o 9/11 Memorial Stair Climb recognition

9. MAYOR/ADMINISTRATION UPDATE

Documents:

[TOWN COUNCIL PPT 4.21.25.PDF](#)

10. OLD BUSINESS

A. Consideration Of An Ordinance Authorizing Bonds (Holliday Farms Project) Ordinance

2025-09 (Final Reading)

Documents:

[ZIONSVILLE TIF-EDC \(HOLLIDAY FARMS\) - LOAN AGREEMENT \(45900926.6\).PDF](#)
[ZIONSVILLE TIF-EDC \(HOLLIDAY FARMS\) - PROJECT AGREEMENT \(45225584.12\).PDF](#)
[ZIONSVILLE TIF-EDC \(HOLLIDAY FARMS\) - TIF PLEDGE RESOLUTION \(45443950.6\).PDF](#)
[ZIONSVILLE TIF-EDC \(HOLLIDAY FARMS\) - TRUST INDENTURE \(45900928.5\).PDF](#)
[ORDINANCE 2025-09 - ZIONSVILLE TIF-EDC \(HOLLIDAY FARMS\) - BOND ORDINANCE\(45445502.5\).PDF](#)
[REDLINE PROJECT AGREEMENT.PDF](#)
[ZIONSVILLE TIF-EDC \(HOLLIDAY FARMS\) - BOND PURCHASE AGREEMENT\(45900929.3\).PDF](#)

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

Documents:

[MYAC DONATION FUND ORDINANCE.PDF](#)

11. NEW BUSINESS

- A. Consideration Of An Encroachment Appeal (Oakley Terrace-Wildt)

Documents:

[TLL DESIGN WILDT.PDF](#)
[WILDT LANDSCAPE REQUEST.PDF](#)
[WILDT-MEMORANDUM TO THE ZIONSVILLE TOWN COUNCIL.PDF](#)
[DPW MEMO TO TOWN COUNCIL - DRAINAGE EASEMENT ENCROACHMENT - OAKLEY TERRACE.PDF](#)
[SURVEY.PDF](#)

- B. Consideration Of A Resolution Expressing Interest In The Purchase Of Certain Properties Valued At Over \$25,000 Resolution 2025-09

Documents:

[COUNCIL MEMEO FROM FD FOR LAND PURCHSE RESOLUTION.PDF](#)
[RESOLUTION 2025-09- FIRE STATION LAND ACQUISTION.PDF](#)

- C. NO ACTION AT THIS MEETING - Consideration Of An Ordinance Establishing The Reserve At Union Woodlands Planned Unit Development (Petition 2024-50-Z) Ordinance 2025-11 The Town Council Will Hear This Matter On Monday, May 5, 2025, At 7:00 P.m. In The Town Council Chambers At Town Hall. No Presentation By The Petitioner Will Be Provided At The April 21, 2025, Meeting. No Public Testimony Will Be Allowed At The April 21, 2025, Meeting. A Presentation By The Petitioner And Public Testimony Will Be Allowed At The May 5, 2025, Meeting.

Documents:

[2024-50-Z - EXHIBIT 5 - PUD ORDINANCE.PDF](#)
[2024-50-Z THE RESERVE AT UNION WOODLANDS PUD REZONING -](#)

[SUMMARY MEMO TO TOWN COUNCIL.PDF](#)
[2025-03-17 PLAN COMMISSION MEETING RESULTS.PDF](#)
[2024-20-Z THE RESERVE AT UNION WOODLANDS PUD REZONING -
LETTER OF RECOMMENDATION WITH CERTIFICATION.PDF](#)

12. OTHER MATTERS

13. ADJOURN The Next Regular Town Council Meeting Is Scheduled For Monday, May 5, 2025, At 7:00 P.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 17, 2025
AT 7:30 A.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; 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; Mike Dale, Director of Planning & Building Department; 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

*This is where the audio started.

Plunkett All right, I'll give everybody else a second here for their mics to power up. All right Joe, if there's something wrong up here just give me a head's up all right?

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

Plunkett Moving on to the first item of business is the approval of the March 3, 2025 Town Council Meeting Memoranda. A copy has been posted. Are there questions from Councilors? Otherwise, I would entertain a motion. I'll make a motion to approve.

Burk Second.

Plunkett Second from Vice President Burk. All 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 17, 2025 CLAIMS

Plunkett Up next is the approval of the March 17, 2025 claims. Are there questions from Councilors? 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 Those oppose same sign.
[No response]

Motion passes 6 in favor, 0 opposed.

REQUEST TO SPEAK

Plunkett Up next is Request to Speak on Agenda Item. Amy, I do not have any up here. Do you have any down there?

Lacy No, we don't have any.

MAYOR/ADMINISTRATION UPDATE

Plunkett All right, perfect so we will move along to the Mayor/Administration Update. Good morning Mayor Stehr.

Sampson Good morning.

Stehr Joe, I don't think this is on.

Norris It's the power button. There's another button just lower than that.

Stehr All right, I think we're good. Good morning Councilors, Happy St. Patrick's Day. I just have a couple of quick notes to get through here. First of all, is the Comprehensive Planning process. That is moving forward. Still on target to wrap up by late summer or early fall. We have subcommittees doing their work right

now and the public will have a chance to weigh in through a couple of community strategy open house meetings. They will be as it appears on your screen there – Wednesday, April 9th here at Town Hall from 4:30 to 6:30 and then Tuesday, April 15th at the library from 4:30 to 6:30 and we will make sure that this information is put out on our social media channels and that this is socialized around town.

The next item I have is the wayfinding signs. After more than four years of planning, design and production, the wayfinding signs that were approved through a public process that began in 2020 and funded by the previous Town Council in 2022, will be installed over the next few months. In all, there will be 24 signs installed around town and four along the Big 4 Rail Trail. You may have seen a few of those up if you're an astute observer, especially if you're coming up Zionsville Road you've seen a couple of them there.

Restrooms – we have achieved a temporary downtown restroom solution which is funded by the Redevelopment Commission. What we have is a high-quality trailer that will be accessible year-round and it is currently being built to our specifications at the factory. Site preparation has pretty much concluded in the parking lot just south of The Friendly and this will be in place by mid-April.

The next item that I have is DORA and we do have the signage and the first round of cups that have been ordered. We're still on track to begin DORA sales next month and I have a look at the signs that we're going to place around town here. The things have been ordered as I said and these signs will begin to go up in preparation for a launch that will occur sometime in April or May. We're not going to announce an official date but we'll just start easing into it. In addition to the signage, this is the logo that we're going to use. This is going to be on the cups and on the window clings and everything that relates to the outdoor refreshment area.

And finally today, at the urging of Councilor Norris and President Plunkett, we're going to take a few minutes to honor Zionsville resident, Kevin Gregory, who recently retired from a four-decade career 5:50 no audio I've known Kevin for a long time, I guess a little over 30 years. We met through his father, Bob, who was a colleague of mine at WTHR and Kevin and I spent quite a few years as competitors and I can say that Kevin has always been a gentleman. Our competition while at times intense and the broadcasting business has changed a bit over the years but I can tell you 30 years ago it was very intense but he's always been a gentleman, he's always been friendly, even when after one strong readings month for us I accused him of being in the witness protection program over there at Channel 6. Not very nice of me but he took it, took it well. So broadcasting even today can be a very tough business and there aren't very many people who not only survive but thrive for so long. So we wanted to recognize his retirement with a proclamation today so I'm gonna go ahead and read that. There are a lot of whereases and therefore but I'll keep those out but – oh, got a new microphone. Is that better?

So Whereas, WT – WRTV, excuse me, Indiana's oldest licensed television station has served viewers in the Indianapolis market since May of 1949; and

Whereas, Kevin Gregory joined WRTV's weather team in 1989 after gaining experience at television stations in Lafayette, Indiana and Champaign, Illinois and since then Kevin has been a trusted and authoritative voice in weather reporting serving the greater Indianapolis region; and

The second generation meteorologist, Kevin, followed in the footsteps of his father, Bob, who began forecasting in Central Indiana at WLWI, now WTHR, in 1972; and

Whereas, from 1989 to 2000, Kevin engaged and educated viewers as the host of At the Zoo at WRTV reporting from locations such as Botswana, Kenya and the Galapagos Islands; and

Whereas, Kevin has been a role model for multiple generations of television viewers by consistently demonstrating integrity, loyalty and compassion while maintaining a steadfast commitment to accuracy and clarity in his reporting; and

Whereas, Kevin retired from his exemplary broadcasting career on February 28, 2025 after nearly 36 years of service to his viewers and community.

Therefore, be it resolved, that today we proclaim March 17, 2025 as Kevin Gregory Day in recognition of his outstanding achievements and lasting impact on both the state and the Town of Zionsville and we encourage all residents to join in celebrating and honoring Kevin for his remarkable accomplishments and contributions. Council and those in attendance, Kevin Gregory.

Gregory Thank you very much. I'm, I'm humbled by the honor. Proud to be a Zionsville resident and I need to say two things – 54 and sunny today, 71 and dry tomorrow. I won't take anymore time. Thank you.

Plunkett I like that 71 and sunny or dry, I guess. I'll take it.

MAIN STREET ZIONSVILLE PRESENTATION

Plunkett All right, up next on the agenda we have a Main Street Zionsville presentation. With us this morning we have the President of the executive team, Erica Carpenter. It seems like, if needed, on the bench we have back there Tom Casalini and also member, Liz Esra.

Carpenter That's right, we do. Good morning Zionsville. Thank you very much for letting me be here today, Erica Carpenter. I am here to share the fantastic news that Main Street Zionsville, our nonprofit, applied to be an Indiana Main Street community and we received news of this designation earlier this month. Today I'm going to talk about the program and what it means for our community.

So on the first slide I'm gonna give a little background about Indiana Main Street itself. It is a part of the Office of Community and Rural Affairs and 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 a pride of place.

And then on the next slide we're gonna, I'm not gonna read this one in detail but it talks a little bit about the Four Point Approach which are, is sort of the very specific strategy that Indiana Main Street and Main Street USA has their organizations use which is organization, promotion, design and economic vitality. These are the fundamentals of a Main Street organization and we have created our committee structure, work plans and goals around these tenets.

Now on to a little bit about us with Main Street Zionsville. The background really involves the Zionsville Chamber of Commerce. We've been discussing Main Street Zionsville for many years but then seriously investigated post-COVID. Again, we regrouped to apply. We did further research and then put the Main Street Zionsville Board together in 2024 to apply for the designation.

I will say not only do we receive promotion of Zionsville but we have access to the resources of Indiana Main Street, other Main Street organizations, the national organization and conferences, webinars, newsletters, resources for our businesses, or organization and for Zionsville. The application requirements included a 501(c)(3) status, evidence of historic fabric in the district, an active Board – we attended Main Street 101 which is put on by OCRA. We had a local public support meeting. Thank you so much to those of you who attended that meeting. We had to have detailed work plans around the four points and the ability to track key investment. We also received some great letters of support from merchants, from Mayor Stehr, from the Cultural District, the Farmers Market and the Zionsville Chamber of Commerce but it is with much, much thanks to the volunteer Board that allowed us to do this work and receive our designation on March 6th.

Next is a list of those dedicated Board members. We were very strategic when we put the Board together. We wanted people who worked for other non or served on other nonprofits, who served the district or on complimentary groups. Each person on this serves on a committee or leads a committee and then we have a great group of committee volunteers. Some of those have started already. We started sort of pre-designation and some of those are in the process of being activated.

And next I'll tell you about some of the details that we have gathered as we've put this together. So over on the side you'll see the actual boundaries of the district. It is very close to the DORA area with the exception of Creekside Corporate Park and that's only because the Main Street requirements needed for it to be easily walkable historic district and so that kind of excluded that but we matched, matched up with the DORA as best we could. We have over 170 businesses in this area and over 50% of those are women-owned business. I will tell you the proof is in the concept. I received the day before our designation an email from Indiana Main Street asking for women-owned businesses, their pictures inside their businesses and, and the name of the business and so we were able to, at minus one day, give these to get state exposure for our businesses in the district and also for Zionsville and that was just, even before day one. We have over 1,100 full-time and part-time employees. A lot of the data we collect is

on the assessed value, the number of parking spots, building and roof type and more. We've created a narrative of each property. We have building and business owner contact information and current and historic pictures. I do want to reiterate that this is not a membership organization. I think there was some concern early on that this would be kind of a repeat of the old Village Merchants Association and this is not that. If your business is in the district, then you are a part of Main Street Zionsville.

And then next we'll talk a little bit about what we're planning to do now that we have the designation. We've already been working with our partners on some of the design aspects including the SullivanMunce, the Cultural District and Zionsville Parks. Under organization, our website is in process. It's at mainstreetzionsville.org and we're in the process of organizing some volunteers. We have a cleanup day scheduled in April that we're gonna be hopefully utilizing some great volunteers to come join us. We have several events planned for promotion including an art walk on June 27th and a reactivation of Night on the Bricks. Economic vitality – we made a commitment to visit all 170 businesses twice per year. This is the volunteer Board doing this and those business visits will start this week. So we're going to verify the data that we have, promote the wins and aid with their growth.

Then finally here I want to say thank you, obviously, to the Town of Zionsville for everything that you do for the Main Street District. I think we're already in such a great position because of all the things that go on there from planters to light post banners, all of the barricades, cones, parking signs and more that go into making the events in the district a success. I want to give a special thanks to Lance and the Street Department team. Without them we wouldn't be able to do half the things or even less than half the things that we do down there so thank you, thank you to them.

I wanted to invite you all to the Main Street Zionsville ribbon cutting which will be this Saturday at 9 a.m. at the corner of Main and Cedar Streets at the pocket park. I hope you can all make it and that's to the community too, not just Town Council. We'd like to see you all there. One of the things that we hope to do with these economic vitality visits is learn what our businesses need so that we can help them grow. I think we are all in agreement that we want to keep our home-grown Zionsville businesses here in Zionsville.

As far as the promotions go, you can obviously volunteer, we'd love to see you there and I'd ask that if when you guys are reviewing the fee schedule, I know you waive some special event fee, application fees for the Chamber and other groups that go down there if you could maybe consider adding us when you do that we'd appreciate it.

We also plan to launch a downtown collaborative committee to discuss and share information as it pertains to what is happening in the district. We're still finalizing the committee makeup but town representation is obviously a must. And then finally I just wanted to say thank you again for allowing me the chance to present today and I'd like to take this opportunity if I could to thank our partners with SullivanMunce, the Cultural District, the Farmers Market, Town of

Zionsville and the Parks Department and the Zionsville Chamber. Anything I can answer or?

Plunkett Erica, I just want to say thanks for this presentation. Certainly this business data is incredible. Just to understand what type of businesses we have in the Village and how valuable that economic impact is. I think our, our town is such a gem and Main Street is such a huge part of that and you and your team have done a really good job of working hard on this and, and this is an accomplishment that deserves to be celebrated so congratulations.

Carpenter Thank you. I appreciate that.

Sampson Thank you Erica.

OLD BUSINESS

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

Plunkett All right, we will move on to the first item of Old Business – this is a Consideration of an Ordinance Regarding Park Rules Update. This is Ordinance 2025-07. This is a final reading. If we have any questions we have Mayor Stehr here this this morning with us to present. Are there any questions or comments from Councilors?

Norris No, I don't think my microphone is working.

Sampson Mine's not either.

Norris I just saw one discrepancy in the Park Board Rules under Section B4 under Section 98.01. I plan on making an amendment to state that a precursor that unless otherwise stated in these town Ordinances, no person shall operate any motorized vehicle or off-road vehicle except on the designated parking area, so on and so forth simply because we have what I believe to be a little bit of a discrepancy between town Ordinances about about some of these pathways so I'll be making that amendment.

Plunkett Anything else from Councilors? I would entertain a motion. Sorry Heather, you have something to add there?

Harris I made a couple of non-substantive revisions so if you'll consider that when adopting your motion to also include those non-substantive revisions that were posted.

Plunkett I'm assuming Evan you can handle that one?

Norris Yes.

Sampson Yes mine turned off and back on. You have the green?

Burk It's good now, yes.

Norris I'll go ahead and use Sarah's. I move to approve Ordinance 2024-07 with the following revisions: First that certain technical revisions be amended to reflect an accurate Ordinance and then second that Title 9, Chapter 98, Section 98.01 Section B, Section 4 be amended to read that "Unless otherwise stated in these town Ordinances, no person shall operate any motorized, motorized vehicle or off-road vehicle except town maintenance vehicles on any park property except on the designated parking areas."

Stein For the record, it's 2025-07.

Norris 2025-07. Thank you.

Plunkett He doesn't have to redo that does he Heather?

Harris No.

Plunkett Okay.

Norris I hope not.

Stein I'll second.

Plunkett I have a first from Councilor Norris. Was that a second from Councilor Stein?
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.

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

Plunkett Up next is a Consideration of an Ordinance Amending the Crosswalk Ordinance. This is Ordinance 2025-08. This is also a final reading and we have DPW Director, Lance Lantz, here with us if there are any questions. Is there anything from Councilors? Otherwise, I would make a motion to approve Ordinance 2025-08 on final reading.

Melton Second.

Plunkett 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.

NEW BUSINESS

Consideration of an Encroachment Appeal (Dickerson – 6325 S 275 E)

Plunkett Moving onto the first item of New Business is a Consideration of an Encroachment Appeal. This is for the Dickersons at 6325 South 275 East. We have Mike Dale, Director of Planning & Building and Jordin Dickerson here, perfect, if we need to and Lance can also offer some insight as well. Good morning Mike.

Dale Good morning. Yes, Jordin Dickerson is here this morning to request an encroachment into a 40-foot rear yard setback and drainage easement for a property at 6325 South County Road 275 East which is south of 6 east and on the east side of County Road 275. The property is located within about a 12-acre, three-lot subdivision. She is the owner of Lot 2 within that subdivision. Within that subdivision there is as I mentioned, a 40-foot rear yard setback and drainage easement. She would like to place a barn, a pole barn, within that easement and so the problem is that with this easement she would not be permitted to locate that barn as close to the rear or east property line as she'd like to. So, as a result, she has asked for this encroachment from the Town Council to encroach into that 40-foot setback. She is also concurrently requesting a primary plat amendment in case the Town Council were not inclined to grant this encroachment then she can proceed to the Plan Commission and actually amend the plat to relocate that easement so that she can place the barn where she wants to. We have received a letter from the Department of Public Works. They are not opposed to this encroachment. Staff is not opposed to this encroachment either. Questions for me?

Plunkett Mike, just so that I'm clear on the process here –

Dale Yep.

Plunkett And, and first of all, I appreciate you presenting this and Ms. Dickerson for your efforts and I've read the emails and the correspondence back and forth with Councilor Melton and I know there's been a lot of heavy lifting going on here for quite some time. Just to be clear – if this is approved this morning she can withdraw the petition tonight at the Plan Commission, correct?

Dale Entirely up to her. She could withdraw it at any time.

Plunkett But it's not necessary I guess my point –

Dale That's correct.

Plunkett Is it's not necessary.

Dale Yes.

Plunkett Okay.

Dale Yes, it would not be necessary. She could accomplish her goal of locating the barn where she wishes to without having to amend the plat.

Plunkett Yes, okay.

Dale If the encroachment is granted.

Plunkett Yes.

Sampson So I was wondering if you were even wanting to do both because when I was reading through this, it, I got the impression that the easement was incorrectly done.

Dale Yes, yes, in fact, it probably should not have been placed on the plat in the first place.

Sampson So I would almost do both so that you're just covered if something else comes up later. I don't know if that would be – I mean I know that's taking government time but it also is fixing something that you're facing but I did read that and it was nice, it was good to see both the town and the easements from Lance saying that it wasn't a problem with both of you so.

Dale Yes. Yes, the downside I suppose to the encroachment is that there's a standard of agreement where the owner agrees that if for some reason the town or other utility needs to access that easement then they could relocate or move that or remove the barn from its location as needed to get into that easement. So that's, that's a downside I suppose to amending the plat because encroaching means that it's really, the town's not absolving its ability to use that easement.

Sampson So if we granted but it was still there then it could later have to remove the barn? Is that –

Dale If there's some reason that the town or a utility needed to get into that that easement.

Sampson I would take that very seriously.

Dale Yes.

Dickerson 26:02 off microphone

Sampson Yes. Sorry.

Dickerson Sorry.

Sampson And you have no voice.

Plunkett Jordin, if you would, when you get up here just state your name and address for the record please.

Dickerson Jordin Dickerson. My address is 6325 South 275 East, Lebanon, Indiana 46052. The, like you said, if it is granted today can, should, you think I should still follow through with the other part too?

Sampson I'm more of a person to make sure I've got all my bases covered.

Dickerson Okay.

Sampson But that's up to you.

Dickerson I currently have a permit for the incorrect way so we could even get on our pole barn builder's schedule for this year so if it is granted this morning and it's okay and I get the correct permit, I can still go or I can still do the second part of this?

Sampson Mike Dale is shaking his head, shaking his head yes.

Dickerson Okay, all right. That's all. Does anybody need anything from me?

Norris Procedurally, how do we do this?

Plunkett Well we either approve the encroachment appeal or we don't.

Norris Got it.

Plunkett We either make a motion to approve the appeal or we make a motion to deny the appeal and I think the job of this Council today is to consider an encroachment appeal and if she decides to do anything tonight at the Plan Commission or pull it then she certainly has the opportunity to do that. I know that's gonna be a pretty big meeting tonight so I don't know if you necessarily want to be on that agenda.

Burk Hey Mike real quick – I don't have a problem with this one. We, I've seen a number of these come through and it's, it's rare that we approve the appeal. I think we've done one in five years. In this case, but I've never seen Lance and, and your team actually agree that you agree with the appeal, but you are in this case and that's because you believe that the town incorrectly placed this easement or this easement should not believe –

Dale Right and, and the zoning, it would, the Zoning Code would require only a 5-foot setback instead of 40 feet so I think she intends to place the structure about 10 or 15 feet off her property line so there's no violation into, into the Zoning Ordinance requirement for setbacks.

Burk Okay, thank you.

Melton Mike, it's 5 or 15 foot –

Dale Five (5).

Melton Is the requirement?

Dale Is the requirement, 5 is the requirement. I think she's asking for, I think Public Works is also requesting a 15-foot easement instead of the 40 but the Zoning Code would only require 5.

Plunkett Any other questions for Mr. Dale?

Sampson I can't remember – what was, what was your plan?

Dickerson 28:52 off microphone

Sampson The back, so you were going into the 5?

Dale No.

Sampson Just into the 15?

Dale Yes, yes. Just I guess 20 feet into the, into the easement.

Sampson Twenty (20) feet into the 40?

Dale Yes, right.

Sampson Not the back 15?

Dale Right, she –

Sampson That's what I just want to make sure we stated after we just said 15. We're still gonna have the 15?

Dale Stay clear of of the 15 foot.

Sampson I'm good.

Plunkett All right, any other questions from Councilors? Otherwise, I would entertain a motion.

Sampson I'll make a motion, if I can find it. I would motion to approve the encroachment appeal.

Norris Second.

Plunkett I got a first from Councilor Sampson, second from Councilor Norris. 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.

Consideration of an Ordinance Authorizing Bonds (Holliday Farms Project)
Ordinance 2025-09 (First Reading)

Plunkett Up next is a Consideration of an Ordinance Authorizing Bonds. This is for the Holliday Farms project. This is Ordinance 2025-09. This is a first reading. We have and I'm sorry if I get the names incorrect here – Jerimi Ullom, Maxwell Adams and counsel for the petitioner.

Ullom Thank you, Jerimi Ullom. So close.

Plunkett Ullom, close.

Ullom Close. Thank you Mr. President and members of the Council. I'm Jerimi Ullom with Barnes & Thornburg. We represent The Club at Holliday Farms and Henke Development in this matter. Before you today is just the introduction of an ordinance. We'll be attending the Redevelopment Commission meeting, I believe that's on the calendar for next week, circling back to you all in April for a consideration of a final action on this ordinance. This relates to Holliday Farms which you're very familiar with, obviously, through the years but when that development was first undertaken there was an economic development area formed which is kind of the basis for an allocation area to capture tax increment. At that time and to this date none of that increment has been used on the development. I think it was set up in anticipation of its use. We are following kind of those prior discussions here. We're not asking for more or less than I think was discussed historically and the proceeds of this bond will be used for really infrastructure associated with the next phase of Holliday Farms which is 18 commercial outlots, some townhomes. I think you may all be familiar with that phase of the development. Henke Development, one of their entities will purchase the bonds. This is kind of one of those developer purchased bonds that's somewhat self-contained and its sized in an amount that will cover the infrastructure for this additional phase but, again, in line I think with the historical thinking around this project, at least based on our knowledge, and this is introduction of the Bond Ordinance, kind of the first process in that step.

Plunkett Any questions from Councilors?

Stein Is there any kind of timeline on the project? I mean –

Ullom That would be Doug Fleenor and, and Brad Henke who could speak to a little bit more about the project itself if you like.

Henke Brad Henke, Henke Development Group, 781 Old Ashbury. Timing wise, there are different projects going. We've done a couple there. On the north side Traci

Garontakos is just getting ready to start her building there. We have a medical, a dental user as well so a lot of different things starting to come to the area. Excuse me, my voice is going through the same thing.

Plunkett Anything else from Councilors? This is a first reading so as mentioned, this would come back to us in April so. If there are no questions, I would entertain a motion.

Stein I move to introduce Ordinance 2025-09 on first reading.

Plunkett I'll second that. So a first from Councilor Stein, second by 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.

Ullom Much appreciated.

Plunkett Thank you.

Consideration of an Ordinance Establishing a Donation Fund for the Town of Zionsville Mayor's Youth Advisory Council Ordinance 2025-10 (First Reading)

Plunkett The last item of New Business is a Consideration of an Ordinance Establishing a Donation Fund for the Town of Zionsville Mayor's Youth Advisory Council. This is Ordinance 2025-10. This is also a first reading and we have Deputy Mayor Justin Hage here to introduce.

Hage Good morning Councilors. This is a relatively straightforward ordinance that just allows the town to hold money in an account for donations specifically earmarked for the Mayor's Youth Advisory Council. Again, the Mayor's Youth Advisory Council has accepted private donations and will continue to do so and in order to do so we need to have a separate fund created.

Plunkett Justin, did you say that they have accepted funds?

Hage Correct.

Plunkett Is there any reason why we wouldn't, I guess we can't suspend the rules actually. I was gonna say suspend the rules but –

Burk Tim's not here.

Plunkett Yes. Okay, any questions from Councilors?

- Burk Justin, I mean I don't think anybody is gonna be opposed to it. Is, these wouldn't be tax deductible donations –
- Hage No.
- Burk By any means and then what, what do you foresee the donations being used for? What, when you're soliciting these are folks are giving and what's the expectation that these will be used?
- Hage Very limited costs related to refreshments for meetings, there's a book that's being read by the group so purchasing those books so, again, just very limited costs related to the program. I think they're gonna have some T-shirts for a cleanup day so, again, limited costs that are related to the Council.
- Burk Thank you.
- Sampson And to this group it's a pretty dynamic group of kids and I'm actually participating in their fieldtrip down to the government offices next week so I think this is a really good initiative that Mayor Stehr has started for our town and I think it's a great way to give our younger voice a line into thinking about government as a possible future career. So I'm good with it.
- Plunkett Anything else from Councilors? I would entertain a motion at this point.
- Melton Motion to approve Ordinance 2025-10.
- Sampson Second.
- Plunkett I have a first from Councilor Melton, 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.

OTHER MATTERS

- Plunkett Any other matters from Councilors?
- Sampson Yes, I just wanted to let everyone know the Disability Advisory Committee met for the first time this month and we've set up quarterly meetings and in 1987 in, I guess March of 1987, President Ronald Reagan issued his proclamation declaring March to be Developmental Disabilities Awareness month and urged awareness to be increased regarding the needs of individuals with developmental disabilities and I think that's just something we should carry on in our own town, the Town of Zionsville. If we could all encourage residents to support organizations and individuals that work to increase independence for individuals with developmental disabilities, I think that would be a great improvement to our

town. We have a lot of people who live with someone in their family with a disability and I just wanted to acknowledge the work that's been started with this committee and I see great things coming.

Plunkett Very good. Thank you for that.

ADJOURN

Plunkett Anything else from Councilors? At this point I would make a motion to adjourn.

Norris Second.

Plunkett Second from Councilor Norris. 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.

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. Please note there will be no April first Monday meeting. 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

MEETING MINUTES
TOWN COUNCIL
TOWN OF ZIONSVILLE
MARCH 24, 2025

Pursuant to Ind. Code § 5-14-1.5, Public Notice was given that an **Executive Session of the Town Council of the Town of Zionsville, Boone County, Indiana** would be held on **Monday, March 24, 2025 at 4:00 p.m. EST. The Executive Session was called pursuant to Ind. Code § 5-14-1.5-6.1(b)(2), for a discussion of a real property transaction. The meeting was not open to members of the public.**

THE EXECUTIVE SESSION WAS CONDUCTED AT THE ZIONSVILLE TOWN HALL LOCATED AT 1100 WEST OAK STREET, ZIONSVILLE, INDIANA 46077, AND SOME MEMBERS ATTENDED ELECTRONICALLY.

Town Council President Plunkett called the meeting to order at 4:00 p.m. (EST). Attendance was taken and the following individuals were present:

Jason Plunkett, Town Council President
Brad Burk, Town Council Vice President
Evan Norris
Tim McElderry
Sarah Esterline Sampson
Joseph Stein

Also in attendance were:

John Stehr, Mayor of the Town of Zionsville
Justin Hage, Deputy Mayor of the Town of Zionsville
James VanGorder, Fire Chief of the Town of Zionsville
Jason Potts, Deputy Chief of Administration, Fire Department
Mike Moga, attorney for the Town Council

The Town Council discussed matters pursuant to Ind. Code § 5-14-1.5-6.1(b)(2). No other matters were discussed. No official action was taken by the Council.

The Town Council President Plunkett adjourned the meeting at 4:05 p.m. EST.

Jason Plunkett
President
Town Council
Town of Zionsville

These Meeting Minutes were prepared by Mike Moga, Attorney, Barnes & Thornburg LLP on March 25, 2025 at 8:58 a.m. No revisions past this date and time have been reviewed by Mr. Moga for legal sufficiency.

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.

_____, April 21, 2025

Fiscal Officer

ALLOWANCE OF ACCOUNTS PAYABLE VOUCHERS

Town of Zionsville

March Payroll

We have examined the Accounts Payable Vouchers listed on the foregoing Register of Accounts Payable Vouchers consisting of _____⁴ pages and except for accounts payables not allowed as shown on the Register such accounts payables are hereby allowed in the total amount of \$_____3,057,439.27.

Dated this _____21st day of _____April 2025.

Jason Plunkett

Brad Burk

Evan Norris

Joe Stein

Sarah Esterline Sampson

Tim McElderry

Craig Melton

Signatures of Governing Board

Accounts Payable Register

Date: 04/15/2025 07:57:38 AM

APV Register Batch - March 2025 Payroll

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 140									
03/18/2025	10899	Payroll Fund		1101140375.000	HR - Contractual Services	ADP Payroll Fees	4548.46	10899e 03/18/2025	
SubTotal Department 140							4548.46		
SubTotal Fund Number 1101							4548.46		
**Fund Number 8901 Payroll									
**Department 999									
02/26/2025	10663	INPRS - Manual Checks		8901999127.000	Civil PERF	02/28 P/R - Civil Perf	44432.20	10663e 02/26/2025	
03/26/2025	11010	INPRS - Manual Checks		8901999127.000	Civil PERF	03/28 P/R Civil Perf	43092.94	11010E 03/26/2025	
03/11/2025	10849	Guardian Dental & Vision		8901999127.500	Dental Insurance	Dental - EE and ER	15916.03	10849e 03/11/2025	
03/24/2025	10947	Guardian Dental & Vision		8901999127.500	Dental Insurance	April Dental EE & ER	15663.54	10947E 03/24/2025	
03/24/2025	10953	The Hartford-EFT		8901999129.000	Supplemental Insurance	Town Paid Supplemental ER	8866.78	10953E 03/24/2025	
03/24/2025	10953	The Hartford-EFT		8901999129.000	Supplemental Insurance	Employee Supplemental	5311.73	10953E 03/24/2025	
03/11/2025	10848	The Hartford-EFT		8901999129.000	Supplemental Insurance	Employee Supplemental	5380.92	10848e 03/11/2025	
03/11/2025	10848	The Hartford-EFT		8901999129.000	Supplemental Insurance	Town Paid Supplemental - ER	9165.98	10848e 03/11/2025	
03/11/2025	10849	Guardian Dental & Vision		8901999129.100	Vision Insurance	Employee Vision	2269.80	10849e 03/11/2025	
03/24/2025	10947	Guardian Dental & Vision		8901999129.100	Vision Insurance	April Employee Vision	2227.30	10947E 03/24/2025	
02/26/2025	10671	Bo Co Prof Firefighter Association		8901999129.200	Fire Union Dues	02/28/25 Fire Union Dues	2508.48	10671e 02/26/2025	
03/13/2025	10875	Bo Co Prof Firefighter Association		8901999129.200	Fire Union Dues	03/14/2025 Fire Union Dues	2508.48	10875E 03/14/2025	
03/26/2025	11002	Bo Co Prof Firefighter Association		8901999129.200	Fire Union Dues	03/28 Fire Union Dues	2508.48	11002E 03/26/2025	
03/26/2025	11001	ZFD House Funds		8901999129.300	Fire House Dues	03/25 Fire House Dues Station 92	100.00	11001E 03/26/2025	
02/26/2025	10670	ZFD House Funds		8901999129.300	Fire House Dues	2/14/25 Fire House Dues - Station 91	175.00	10670e 02/26/2025	
03/26/2025	11001	ZFD House Funds		8901999129.300	Fire House Dues	03/25 Fire House Dues Station 93	80.00	11001E 03/26/2025	
03/13/2025	10874	ZFD House Funds		8901999129.300	Fire House Dues	3/14/2025 Fire House Dues Station 91	175.00	10874e 03/13/2025	
03/26/2025	11001	ZFD House Funds		8901999129.300	Fire House Dues	03/25 Fire House Dues Station 91	175.00	11001E 03/26/2025	

Accounts Payable Register

Date: 04/15/2025 07:57:38 AM

APVREGISTER.FRX

DATE FILED	APV #	NAME OF PAYEE	PO #	APPROP #	APPROPRIATION	DESCRIPTION	AMOUNT	CHECK CHECK # DATE	MEMORANDUM
02/26/2025	10670	ZFD House Funds		8901999129.300	Fire House Dues	2/14/25 Fire House Dues - Station 93	80.00	10670e 02/26/2025	
03/13/2025	10874	ZFD House Funds		8901999129.300	Fire House Dues	3/14/2025 Fire House Dues Station 92	100.00	10874e 03/13/2025	
03/13/2025	10874	ZFD House Funds		8901999129.300	Fire House Dues	3/14/2025 Fire House Dues Station 93	80.00	10874e 03/13/2025	
02/26/2025	10670	ZFD House Funds		8901999129.300	Fire House Dues	2/14/25 Fire House Dues - Station 92	100.00	10670e 02/26/2025	
02/26/2025	10665	Nationwide Retirement Solution		8901999129.400	Nationwide	02/28 P/R - Nationwide ER	24094.80	10665e 02/26/2025	
03/13/2025	10870	Nationwide Retirement Solution		8901999129.400	Nationwide	03/14 P/R - Nationwide EE	54216.64	10870e 03/13/2025	
03/26/2025	11012	Nationwide Retirement Solution		8901999129.400	Nationwide	03/28 Payroll Nationwide ER	23603.41	11012E 03/26/2025	
02/26/2025	10665	Nationwide Retirement Solution		8901999129.400	Nationwide	02/28 P/R - Nationwide EE	53602.25	10665e 02/26/2025	
03/13/2025	10870	Nationwide Retirement Solution		8901999129.400	Nationwide	03/14 P/R - Nationwide ER	24140.35	10870e 03/13/2025	
03/26/2025	11012	Nationwide Retirement Solution		8901999129.400	Nationwide	03/28 Payroll Nationwide EE	53119.20	11012E 03/26/2025	
03/13/2025	10869	Payroll HSA - Manual Checks		8901999129.500	HSA	03/14 P/R - HSA ER	10866.76	10869e 03/13/2025	
03/26/2025	11011	Payroll HSA - Manual Checks		8901999129.500	HSA	03/28 HSA ER	10866.76	11011E 03/26/2025	
03/26/2025	11011	Payroll HSA - Manual Checks		8901999129.500	HSA	03/28 HSA EE	11027.98	11011E 03/26/2025	
02/26/2025	10664	Payroll HSA - Manual Checks		8901999129.500	HSA	02/28 P/R - HSA ER	10866.76	10664e 02/26/2025	
02/26/2025	10664	Payroll HSA - Manual Checks		8901999129.500	HSA	02/28 P/R - HSA EE	11027.98	10664e 02/26/2025	
03/13/2025	10869	Payroll HSA - Manual Checks		8901999129.500	HSA	03/14 P/R - HSA EE	11027.98	10869e 03/13/2025	
02/26/2025	10662	Direct Deposit		8901999129.700	Direct Deposit	02/28 P/R - Direct Deposit	542931.28	10662e 02/26/2025	
03/13/2025	10867	Direct Deposit		8901999129.700	Direct Deposit	03/14 P/R - PNC Direct Deposit	533247.71	10867e 03/13/2025	
03/26/2025	11009	Direct Deposit		8901999129.700	Direct Deposit	03/28 P/R Direct Deposit	519780.40	11009E 03/26/2025	
03/26/2025	11010	INPRS - Manual Checks		8901999129.800	Fire PERF	03/28 P/R Fire Perf	79914.08	11010E 03/26/2025	
02/26/2025	10663	INPRS - Manual Checks		8901999129.800	Fire PERF	02/28 P/R - Fire Perf	80756.82	10663e 02/26/2025	
02/26/2025	10663	INPRS - Manual Checks		8901999129.900	Police PERF	02/28 P/R - Police Perf	31315.90	10663e 02/26/2025	
03/26/2025	11010	INPRS - Manual Checks		8901999129.900	Police PERF	03/28 P/R Police Perf	30931.04	11010E 03/26/2025	
02/26/2025	10661	IN State Central Collection UN		8901999130.100	Child Support	02/28 P/R - Child Support	2214.63	10661e 02/26/2025	
03/26/2025	11008	IN State Central Collection UN		8901999130.100	Child Support	03/28 P/R Child Support	2214.63	11008E 03/26/2025	
03/13/2025	10865	IN State Central Collection UN		8901999130.100	Child Support	03/14 P/R - Child Support	2214.63	10865e 03/13/2025	
02/26/2025	10659	Payroll Taxes		8901999130.200	Federal Taxes	02/28 P/R - Payroll Taxes - Federal	78775.94	10659e 02/26/2025	
03/26/2025	11006	Payroll Taxes		8901999130.200	Federal Taxes	03/28 P/R Federal taxes	74050.69	11006E 03/26/2025	
03/13/2025	10863	Payroll Taxes		8901999130.200	Federal Taxes	03/14 P/R - Taxes - Federal	77261.34	10863e 03/13/2025	

Accounts Payable Register

Date: 04/15/2025 07:57:38 AM

APVREGISTER.FRX

DATE FILED	APV #	NAME OF PAYEE	PO #	APPROP #	APPROPRIATION	DESCRIPTION	AMOUNT	CHECK CHECK # DATE	MEMORANDUM
02/26/2025	10659	Payroll Taxes		8901999130.300	EE FICA Taxes	02/28 P/R - Payroll Taxes - EE FICA	48108.40	10659e 02/26/2025	
03/13/2025	10863	Payroll Taxes		8901999130.300	EE FICA Taxes	03/14 P/R - Taxes - EE FICA	47354.12	10863e 03/13/2025	
03/26/2025	11006	Payroll Taxes		8901999130.300	EE FICA Taxes	03/28 P/R EE Fica Taxes	46101.81	11006E 03/26/2025	
03/26/2025	11006	Payroll Taxes		8901999130.400	EE Med Taxes	03/28 P/R EE Medi	10781.85	11006E 03/26/2025	
02/26/2025	10659	Payroll Taxes		8901999130.400	EE Med Taxes	02/28 P/R - Payroll Taxes - EE MEDI	11251.11	10659e 02/26/2025	
03/13/2025	10863	Payroll Taxes		8901999130.400	EE Med Taxes	03/14 P/R - Taxes - EE MEDI	11074.76	10863e 03/13/2025	
03/26/2025	11006	Payroll Taxes		8901999130.500	ER FICA Taxes	03/28 P/R ER Fica taxes	47061.50	11006E 03/26/2025	
03/13/2025	10863	Payroll Taxes		8901999130.500	ER FICA Taxes	03/14 P/R - Taxes - ER FICA	47354.22	10863e 03/13/2025	
02/26/2025	10659	Payroll Taxes		8901999130.500	ER FICA Taxes	02/28 P/R - Payroll Taxes - ER FICA	48108.34	10659e 02/26/2025	
03/13/2025	10863	Payroll Taxes		8901999130.600	ER Med Taxes	03/14 P/R - Taxes - ER MEDI	11074.78	10863e 03/13/2025	
03/26/2025	11006	Payroll Taxes		8901999130.600	ER Med Taxes	03/28 P/R ER Medi	11006.32	11006E 03/26/2025	
02/26/2025	10659	Payroll Taxes		8901999130.600	ER Med Taxes	02/28 P/R - Payroll Taxes - ER MEDI	11251.14	10659e 02/26/2025	
03/26/2025	11007	IN Dept of Revenue		8901999130.700	State Taxes	03/28 P/R State Taxes	21116.14	11007E 03/26/2025	
02/26/2025	10660	IN Dept of Revenue		8901999130.700	State Taxes	02/28 P/R - Taxes - State	22079.84	10660e 02/26/2025	
03/13/2025	10864	IN Dept of Revenue		8901999130.700	State Taxes	03/14 P/R - Taxes - State	21634.13	10864e 03/13/2025	
03/13/2025	10864	IN Dept of Revenue		8901999130.800	Income Taxes	03/14 P/R - Taxes - LIT Local	11662.63	10864e 03/13/2025	
02/26/2025	10660	IN Dept of Revenue		8901999130.800	Income Taxes	02/28 P/R - Taxes - LIT Local	11897.48	10660e 02/26/2025	
03/26/2025	11007	IN Dept of Revenue		8901999130.800	Income Taxes	03/28 P/R Lit Local Taxes	11299.95	11007E 03/26/2025	
03/26/2025	11015	Health Fund Account		8901999130.900	Health Insurance	March Employee Health Insurance	37379.69	11015E 03/26/2025	
02/26/2025	10672	Health Fund Account		8901999130.900	Health Insurance	EE Contribution to Health Insurance	37831.94	10672e 02/26/2025	
03/26/2025	11013	Health Fund Account		8901999131.300	FSA	03/28 P/R Fsa Account	1271.55	11013E 03/26/2025	
02/26/2025	10666	Health Fund Account		8901999131.300	FSA	02/28 P/R - FSA Account	1241.55	10666e 02/26/2025	
03/13/2025	10871	Health Fund Account		8901999131.300	FSA	03/14 P/R - FSA Account	1271.55	10871e 03/13/2025	
03/12/2025	10856	ADP Inc		8901999375.000	Contractual Services	ADP Year End Processing Fees	1440.50	10856E 03/12/2025	
03/18/2025	10898	ADP Inc		8901999375.000	Contractual Services	ADP Payroll Fees	4548.46	10898e 03/18/2025	
02/26/2025	10667	Ann M DeLaney Trustee		8901999938.000	Wage Garnishment	02/28 P/R - Garnishment	899.81	10667e 02/26/2025	
03/26/2025	11014	Ann M DeLaney Trustee		8901999938.000	Wage Garnishment	03/28 Garnishment	899.81	11014E 03/26/2025	
03/13/2025	10872	Ann M DeLaney Trustee		8901999938.000	Wage Garnishment	03/14 P/R - Garnishment	899.81	10872e 03/13/2025	

Accounts Payable Register

Date: 04/15/2025 07:57:38 AM
APVREGISTER.FRX

DATE FILED	APV #	NAME OF PAYEE	PO #	APPROP #	APPROPRIATION	DESCRIPTION	AMOUNT	CHECK #	CHECK DATE	MEMORANDUM
SubTotal Department 999								3052890.81		
SubTotal Fund Number 8901								3052890.81		
*** GRAND TOTAL ***								3057439.27		

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.

_____, April 21, 2025

Fiscal Officer

ALLOWANCE OF ACCOUNTS PAYABLE VOUCHERS

Town of Zionsville

04/21 TC Claims

We have examined the Accounts Payable Vouchers listed on the foregoing Register of Accounts Payable Vouchers consisting of _____⁴⁷ pages and except for accounts payables not allowed as shown on the Register such accounts payables are hereby allowed in the total amount of \$_____5,126,890.13.

Dated this _____21st day of _____April 2025.

Jason Plunkett

Brad Burk

Evan Norris

Joe Stein

Sarah Esterline Sampson

Tim McElderry

Craig Melton

Signatures of Governing Board

Accounts Payable Register

Date: 04/15/2025 07:54:47 AM

APV Register Batch - 04/21 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									
04/10/2025	11238	Payroll Fund		1101100111.000	Admin - Salary	04/11 P/R - Administration - Salary	19268.02	11238e 04/11/2025	
03/13/2025	10858	Payroll Fund		1101100111.000	Admin - Salary	03/14 P/R - Administration - Salary	18819.37	10858e 03/14/2025	
03/26/2025	11003	Payroll Fund		1101100111.000	Admin - Salary	03/28 Salary - Admin	19268.03	11003E 03/26/2025	
03/26/2025	11003	Payroll Fund		1101100114.000	Admin K9 Stipend	03/28 Stipend/Extra Duty - Admin	146.00	11003E 03/26/2025	
03/13/2025	10858	Payroll Fund		1101100114.000	Admin K9 Stipend	03/14 P/R - Administration - Stipend	146.00	10858e 03/14/2025	
04/10/2025	11238	Payroll Fund		1101100114.000	Admin K9 Stipend	04/11 P/R - Administration - Stipend	146.00	11238e 04/11/2025	
04/10/2025	11238	Payroll Fund		1101100120.000	Admin FICA-Medicare	04/11 P/R - Administration - FICA Medicare	1428.90	11238e 04/11/2025	
03/26/2025	11003	Payroll Fund		1101100120.000	Admin FICA-Medicare	03/28 Fica/Medi - Admin	1428.90	11003E 03/26/2025	
03/13/2025	10858	Payroll Fund		1101100120.000	Admin FICA-Medicare	03/14 P/R - Administration - FICA Medicare	1394.58	10858e 03/14/2025	
03/13/2025	10858	Payroll Fund		1101100121.000	Admin - PERF Retirement	03/14 P/R - Civil Perf - Administration	2676.91	10858e 03/14/2025	
04/10/2025	11238	Payroll Fund		1101100121.000	Admin - PERF Retirement	04/11 P/R - Civil Perf - Administration	2740.62	11238e 04/11/2025	
03/26/2025	11003	Payroll Fund		1101100121.000	Admin - PERF Retirement	03/28 P/R Civil Perf - Admin	2740.62	11003E 03/26/2025	
04/10/2025	11238	Payroll Fund		1101100121.500	Admin - 401a Match Retirement	04/11 P/R - ER 401a - Administration	525.18	11238e 04/11/2025	
03/13/2025	10858	Payroll Fund		1101100121.500	Admin - 401a Match Retirement	03/14 P/R - ER 401a - Administration	502.75	10858e 03/14/2025	
03/26/2025	11003	Payroll Fund		1101100121.500	Admin - 401a Match Retirement	03/28 P/R ER 401A - Admin	525.18	11003E 03/26/2025	
03/24/2025	10945	Payroll Fund		1101100122.000	Admin - Health Insurance	April Dental - Admin	184.86	10945E 03/24/2025	
04/02/2025	11163	Health Fund Account		1101100122.000	Admin - Health Insurance	March ER Health Ins - Admin	0.40	11163E 03/31/2025	
04/10/2025	11238	Payroll Fund		1101100122.000	Admin - Health Insurance	04/11 P/R - ER HSA - Administration	220.52	11238e 04/11/2025	
03/26/2025	11018	Health Fund Account		1101100122.000	Admin - Health Insurance	March ER Health Ins - Admin	4845.00	11018E 03/26/2025	
03/26/2025	11003	Payroll Fund		1101100122.000	Admin - Health Insurance	03/28 P/R ER HSA - Admin	220.52	11003E 03/26/2025	

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03/13/2025	10858	Payroll Fund		1101100122.000	Admin - Health Insurance	03/14 P/R - ER HSA - Administration	220.52	10858e 03/14/2025	
03/24/2025	10951	Payroll Fund		1101100124.000	Admin - GTL/Disability	March STD, LTD, GTL & Disability - Admin	135.64	10951E 03/24/2025	
04/14/2025	11287	Payroll Fund		1101100124.000	Admin - GTL/Disability	STD, LTD, GTL, AD&D April 2025- Administration	204.40	11287e 04/14/2025	
03/26/2025	11003	Payroll Fund		1101100128.000	Admin - Longevity	03/28 Longevity - Admin	32.00	11003E 03/26/2025	
04/10/2025	11238	Payroll Fund		1101100128.000	Admin - Longevity	04/11 P/R - Administration - Longevity	32.00	11238e 04/11/2025	
03/13/2025	10858	Payroll Fund		1101100128.000	Admin - Longevity	03/14 P/R - Administration - Longevity	32.00	10858e 03/14/2025	
03/19/2025	10912	Chase Bank - PCard		1101100352.000	Admin Travel-Training-Seminars	Indy Chamber - Butler - Indy Chambers Spot	35.70	/ /	
04/02/2025	11160	Chase Bank - PCard		1101100375.000	Admin - Contractual Services	Westlaw Legal services - Oberlander - Thomson West	341.92	/ /	
03/18/2025	10896	Bose Public Affairs Group LLC		1101100375.000	Admin - Contractual Services	February Pro Services	3500.00	/ /	
SubTotal Department 100							81762.54		
**Department 110									
04/10/2025	11238	Payroll Fund		1101110111.000	Comm - Salary	04/11 P/R - Communication - Salary	3269.23	11238e 04/11/2025	
03/13/2025	10858	Payroll Fund		1101110111.000	Comm - Salary	03/14 P/R - Communications - Salary	3269.23	10858e 03/14/2025	
03/26/2025	11003	Payroll Fund		1101110111.000	Comm - Salary	03/28 Salary - Communications	3269.23	11003E 03/26/2025	
04/10/2025	11238	Payroll Fund		1101110120.000	Comm - FICA-Medicare	04/11 P/R - Communication - FICA Medicare	241.63	11238e 04/11/2025	
03/13/2025	10858	Payroll Fund		1101110120.000	Comm - FICA-Medicare	03/14 P/R - Communications - FICA Medicare	241.63	10858e 03/14/2025	
03/26/2025	11003	Payroll Fund		1101110120.000	Comm - FICA-Medicare	03/28 Fica/Medi - Communications	241.63	11003E 03/26/2025	
04/10/2025	11238	Payroll Fund		1101110121.000	Comm - PERF Retirement	04/11 P/R - Civil Perf - Communications	464.23	11238e 04/11/2025	
03/26/2025	11003	Payroll Fund		1101110121.000	Comm - PERF Retirement	03/28 P/R Civil Perf - Communications	464.23	11003E 03/26/2025	
03/13/2025	10858	Payroll Fund		1101110121.000	Comm - PERF Retirement	03/14 P/R - Civil Perf - Communications	464.23	10858e 03/14/2025	
03/26/2025	11003	Payroll Fund		1101110121.500	Comm - 401a Match Retirement	03/28 P/R ER 401A - Communications	163.46	11003E 03/26/2025	

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04/10/2025	11238	Payroll Fund		1101110121.500	Comm - 401a Match Retirement	04/11 P/R - ER 401a - Communications	163.46	11238e 04/11/2025	
03/13/2025	10858	Payroll Fund		1101110121.500	Comm - 401a Match Retirement	03/14 P/R - ER 401a - Communications	163.46	10858e 03/14/2025	
03/13/2025	10858	Payroll Fund		1101110122.000	Comm Health Insurance	03/14 P/R - ER HSA - Communications	56.01	10858e 03/14/2025	
03/26/2025	11003	Payroll Fund		1101110122.000	Comm Health Insurance	03/28 P/R ER HSA - Communications	56.01	11003E 03/26/2025	
03/24/2025	10945	Payroll Fund		1101110122.000	Comm Health Insurance	April Dental - Communications	27.67	10945E 03/24/2025	
04/10/2025	11238	Payroll Fund		1101110122.000	Comm Health Insurance	04/11 P/R - ER HSA - Communications	56.01	11238e 04/11/2025	
03/26/2025	11018	Health Fund Account		1101110122.000	Comm Health Insurance	March ER Health Ins - Communications	768.90	11018E 03/26/2025	
03/24/2025	10951	Payroll Fund		1101110124.000	Comm - GTL/Disability	March STD, LTD, GTL & Disability - Communications	43.36	10951E 03/24/2025	
04/14/2025	11287	Payroll Fund		1101110124.000	Comm - GTL/Disability	STD, LTD, GTL, AD&D April 2025-Communication	48.60	11287e 04/14/2025	
04/02/2025	11152	Towne Post Network Inc		1101110355.000	Comm - Printing & Advertising	Boone Co. Monthly Magazine April	275.00	/ /	
04/02/2025	11160	Chase Bank - PCard		1101110364.000	Comm - Promotions	Event Ticket - Lingg - Indy Chambers Spot	17.85	/ /	
04/03/2025	11170	Holly J Sommers		1101110375.000	Comm - Contractual Services	Q1 Design Services - Town	2020.00	/ /	
04/02/2025	11160	Chase Bank - PCard		1101110393.000	Subscriptions-Dues-Memberships	Lebanon Reporter Sub - Lingg - The Lebanon Reporter	10.99	/ /	
03/19/2025	10912	Chase Bank - PCard		1101110393.000	Subscriptions-Dues-Memberships	Mailchimp Monthly - Lingg - Mailchimp	45.00	/ /	
SubTotal Department 110							15841.05		
**Department 120									
03/26/2025	11003	Payroll Fund		1101120113.000	Council - Part-time Salary	03/28 Part-time Salary - Council	7670.00	11003E 03/26/2025	
03/26/2025	11003	Payroll Fund		1101120120.000	Council - FICA-Medicare	03/28 Fica/Medi - Council	586.76	11003E 03/26/2025	
03/24/2025	10954	Barnes & Thornburg LLP		1101120311.000	Legal Fees	Retainer for April	15500.00	/ /	
03/24/2025	10954	Barnes & Thornburg LLP		1101120311.000	Legal Fees	Retainer for March	15500.00	/ /	
03/24/2025	10966	Valerie J Gangwer		1101120375.000	Council - Contractual Services	March TC transcriptions	278.60	/ /	
03/24/2025	10966	Valerie J Gangwer		1101120375.000	Council - Contractual Services	February TC transcriptions	356.60	/ /	
SubTotal Department 120							39891.96		

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**Department 130									
03/26/2025	11003	Payroll Fund		1101130111.000	Finance - Salary	03/28 Salary - Finance	19985.22	11003E 03/26/2025	
03/13/2025	10858	Payroll Fund		1101130111.000	Finance - Salary	03/14 P/R - Finance - Salary	19985.22	10858e 03/14/2025	
04/10/2025	11238	Payroll Fund		1101130111.000	Finance - Salary	04/11 P/R - Finanace - Salary	19985.23	11238e 04/11/2025	
03/13/2025	10858	Payroll Fund		1101130112.000	Finance - Over-time Salary	03/14 P/R - Finance - OT Salary	94.50	10858e 03/14/2025	
03/26/2025	11003	Payroll Fund		1101130120.000	Finance - FICA-Medicare	03/28 Fica/Medi - Finance	1509.17	11003E 03/26/2025	
04/10/2025	11238	Payroll Fund		1101130120.000	Finance - FICA-Medicare	04/11 P/R - Finanace - FICA Medicare	1509.17	11238e 04/11/2025	
03/13/2025	10858	Payroll Fund		1101130120.000	Finance - FICA-Medicare	03/14 P/R - Finance - FICA Medicare	1516.40	10858e 03/14/2025	
03/13/2025	10858	Payroll Fund		1101130121.000	Finance - PERF Retirement	03/14 P/R - Civil Perf - Finance	2097.41	10858e 03/14/2025	
03/26/2025	11003	Payroll Fund		1101130121.000	Finance - PERF Retirement	03/28 P/R Civil Perf - Finance	2084.00	11003E 03/26/2025	
04/10/2025	11238	Payroll Fund		1101130121.000	Finance - PERF Retirement	04/11 P/R - Civil Perf - Finance	2084.00	11238e 04/11/2025	
03/13/2025	10858	Payroll Fund		1101130121.500	Finance - 401a Match Retirement	03/14 P/R - ER 401a - Finance	725.27	10858e 03/14/2025	
03/26/2025	11003	Payroll Fund		1101130121.500	Finance - 401a Match Retirement	03/28 P/R ER 401A - Finance	720.54	11003E 03/26/2025	
04/10/2025	11238	Payroll Fund		1101130121.500	Finance - 401a Match Retirement	04/11 P/R - ER 401a - Finance	720.54	11238e 04/11/2025	
03/26/2025	11018	Health Fund Account		1101130122.000	Finance - Health Insurance	March ER Health Ins - Finance	5982.22	11018E 03/26/2025	
03/24/2025	10945	Payroll Fund		1101130122.000	Finance - Health Insurance	April Dental - Finance	226.84	10945E 03/24/2025	
03/26/2025	11003	Payroll Fund		1101130122.000	Finance - Health Insurance	03/28 P/R ER HSA - Finance	141.35	11003E 03/26/2025	
03/13/2025	10858	Payroll Fund		1101130122.000	Finance - Health Insurance	03/14 P/R - ER HSA - Finance	141.35	10858e 03/14/2025	
04/10/2025	11238	Payroll Fund		1101130122.000	Finance - Health Insurance	04/11 P/R - ER HSA - Finance	141.35	11238e 04/11/2025	
04/14/2025	11287	Payroll Fund		1101130124.000	Finance - GTL/Disability	STD, LTD, GTL, AD&D April 2025- Finance	284.06	11287e 04/14/2025	
03/24/2025	10951	Payroll Fund		1101130124.000	Finance - GTL/Disability	March STD, LTD, GTL & Disability - Finance	4.81	10951E 03/24/2025	
03/13/2025	10858	Payroll Fund		1101130128.000	Finance - Longevity Pay	03/14 P/R - Finance - Longevity	278.00	10858e 03/14/2025	
03/26/2025	11003	Payroll Fund		1101130128.000	Finance - Longevity Pay	03/28 Longevity - Finance	278.00	11003E 03/26/2025	
04/10/2025	11238	Payroll Fund		1101130128.000	Finance - Longevity Pay	04/11 P/R - Finanace - Longevity	278.00	11238e 04/11/2025	
03/17/2025	10891	Franklin Water Treatment LLC		1101130214.000	Finance - Office Supplies	Office Water	30.30	/ /	
03/24/2025	10955	Baker Tilly US LLP		1101130310.100	Finance - Consulting	Accounting/Reporting Services	2315.15	/ /	
03/25/2025	10973	Cindy Poore		1101130352.000	Finance - Travel-Training-Seminars	Dinner during ILMCT Conference	26.81	/ /	

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04/03/2025	11183	Chase Bank - PCard		1101130352.000	Finance - Travel-Training-Seminars	Refund Tax Lodging ILMCT Conference - Poore - Embassy Suites	-106.20	/ /	
03/25/2025	10973	Cindy Poore		1101130352.000	Finance - Travel-Training-Seminars	Travel to Embassy Suites Plainfield	28.00	/ /	
04/03/2025	11183	Chase Bank - PCard		1101130352.000	Finance - Travel-Training-Seminars	Dinner ILMCT Conference - Poore - Logans Roadhouse	42.09	/ /	
03/25/2025	10973	Cindy Poore		1101130352.000	Finance - Travel-Training-Seminars	Travel to Town Hall from ILMCT Conference	28.00	/ /	
04/03/2025	11183	Chase Bank - PCard		1101130352.000	Finance - Travel-Training-Seminars	Lodging ILMCT Conference - Poore - Embassy Suites	814.20	/ /	
03/13/2025	11161	Chase Bank - PCard		1101130354.000	Finance - Legal Notices	Legal notice - Lacy - Bo Co Recorder	26.00	11161E 03/13/2025	
04/09/2025	11234	CNHI LLC		1101130354.000	Finance - Legal Notices	Legal Notice Publication	40.65	/ /	
03/26/2025	11000	Pitney Bowes Inc		1101130375.000	Finance - Contractual Services	01/27-04/26 Postage Lease	584.79	/ /	
01/02/2025	9883	Pitney Bowes Inc		1101130375.000	Finance - Contractual Services	10/27-01/26 Postage Meter Lease	584.79	74974 01/07/2025	
SubTotal Department 130							85187.23		
**Department 135									
03/26/2025	11003	Payroll Fund		1101135113.000	Court Part-time Salary	03/28 Part-time Salary - Court	1261.24	11003E 03/26/2025	
04/10/2025	11238	Payroll Fund		1101135113.000	Court Part-time Salary	04/11 P/R - Court - PT Salary	296.24	11238e 04/11/2025	
03/13/2025	10858	Payroll Fund		1101135113.000	Court Part-time Salary	03/14 P/R - Court - PT Salary	422.24	10858e 03/14/2025	
03/26/2025	11003	Payroll Fund		1101135120.000	Court - FICA-Medicare	03/28 Fica/Medi - Court	96.48	11003E 03/26/2025	
04/10/2025	11238	Payroll Fund		1101135120.000	Court - FICA-Medicare	04/11 P/R - Court - FICA Medicare	22.66	11238e 04/11/2025	
03/13/2025	10858	Payroll Fund		1101135120.000	Court - FICA-Medicare	03/14 P/R - Court - FICA Medicare	32.30	10858e 03/14/2025	
SubTotal Department 135							2131.16		
**Department 140									
03/13/2025	10858	Payroll Fund		1101140111.000	HR - Salary	03/14 P/R - HR - Salary	11347.07	10858e 03/14/2025	
04/10/2025	11238	Payroll Fund		1101140111.000	HR - Salary	04/11 P/R - HR - Salary	11347.06	11238e 04/11/2025	
03/26/2025	11003	Payroll Fund		1101140111.000	HR - Salary	03/28 P/R Salary - HR	11347.06	11003E 03/26/2025	
03/26/2025	11003	Payroll Fund		1101140120.000	HR - FICA-Medicare	03/28 P/R Fica/Medi - HR	866.59	11003E 03/26/2025	
03/13/2025	10858	Payroll Fund		1101140120.000	HR - FICA-Medicare	03/14 P/R - HR - FICA Medicare	866.60	10858e 03/14/2025	
04/10/2025	11238	Payroll Fund		1101140120.000	HR - FICA-Medicare	04/11 P/R - HR - FICA Medicare	866.59	11238e 04/11/2025	
03/13/2025	10858	Payroll Fund		1101140121.000	HR - PERF Retirement	03/14 P/R - Civil Perf - HR	1628.48	10858e 03/14/2025	

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03/26/2025	11003	Payroll Fund		1101140121.000	HR - PERF Retirement	03/28 P/R Civil Perf - HR	1628.48	11003E 03/26/2025	
04/10/2025	11238	Payroll Fund		1101140121.000	HR - PERF Retirement	04/11 P/R - Civil Perf - HR	1628.48	11238e 04/11/2025	
04/10/2025	11238	Payroll Fund		1101140121.500	HR - 401a Match Retirement	04/11 P/R - ER 401a - HR	376.51	11238e 04/11/2025	
03/26/2025	11003	Payroll Fund		1101140121.500	HR - 401a Match Retirement	03/28 P/R ER 401A - HR	376.51	11003E 03/26/2025	
03/13/2025	10858	Payroll Fund		1101140121.500	HR - 401a Match Retirement	03/14 P/R - ER 401a - HR	376.51	10858e 03/14/2025	
03/24/2025	10945	Payroll Fund		1101140122.000	HR Health Insurance	April Dental - HR	55.00	10945E 03/24/2025	
03/13/2025	10858	Payroll Fund		1101140122.000	HR Health Insurance	03/14 P/R - ER HSA - HR	98.09	10858e 03/14/2025	
03/26/2025	11018	Health Fund Account		1101140122.000	HR Health Insurance	March ER Health Ins - HR	1308.68	11018E 03/26/2025	
04/10/2025	11238	Payroll Fund		1101140122.000	HR Health Insurance	04/11 P/R - ER HSA - HR	98.09	11238e 04/11/2025	
03/26/2025	11003	Payroll Fund		1101140122.000	HR Health Insurance	03/28 P/R ER HSA - HR	98.09	11003E 03/26/2025	
03/24/2025	10951	Payroll Fund		1101140124.000	HR - GTL/Disability	March STD, LTD, GTL & Disability - HR	131.91	10951E 03/24/2025	
04/14/2025	11287	Payroll Fund		1101140124.000	HR - GTL/Disability	STD, LTD, GTL, AD&D April 2025- HR	148.85	11287e 04/14/2025	
03/13/2025	10858	Payroll Fund		1101140128.000	HR - Longevity Pay	03/14 P/R - HR - Longevity	121.00	10858e 03/14/2025	
03/26/2025	11003	Payroll Fund		1101140128.000	HR - Longevity Pay	03/28 P/R Longevity - HR	121.00	11003E 03/26/2025	
04/10/2025	11238	Payroll Fund		1101140128.000	HR - Longevity Pay	04/11 P/R - HR - Longevity	121.00	11238e 04/11/2025	
04/02/2025	11160	Chase Bank - PCard		1101140214.000	HR - Office Supplies	Office Supplies - Morris - Amazon	35.92	/ /	
03/19/2025	10912	Chase Bank - PCard		1101140352.000	HR - Travel-Training-Seminars	Training Materials - Kiel - Amazon	89.18	/ /	
03/19/2025	10912	Chase Bank - PCard		1101140352.000	HR - Travel-Training-Seminars	Training Materials - Kiel - Amazon	94.16	/ /	
04/02/2025	11160	Chase Bank - PCard		1101140364.000	HR - Promotions	HR Luncheon - Kiel - The Loft	75.22	/ /	
03/12/2025	10857	Payroll Fund		1101140375.000	HR - Contractual Services	Yearly ADP Payroll Fees	1440.50	10857E 03/12/2025	
04/02/2025	11160	Chase Bank - PCard		1101140375.000	HR - Contractual Services	C4 Background Check - Kiel - C4 Operations LLC	42.00	/ /	
04/02/2025	11160	Chase Bank - PCard		1101140375.000	HR - Contractual Services	C4 Background Check - Kiel - C4 Operations LLC	42.00	/ /	
04/02/2025	11160	Chase Bank - PCard		1101140375.000	HR - Contractual Services	C4 Background Check - Kiel - C4 Operations LLC	42.00	/ /	
04/02/2025	11160	Chase Bank - PCard		1101140375.000	HR - Contractual Services	C4 Background Check - Kiel - C4 Operations LLC	8.00	/ /	
04/02/2025	11160	Chase Bank - PCard		1101140375.000	HR - Contractual Services	C4 Background Check - Kiel - C4 Operations LLC	42.00	/ /	
04/02/2025	11160	Chase Bank - PCard		1101140375.000	HR - Contractual Services	C4 Background Check - Kiel - C4	42.00	/ /	

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						Operations LLC			
04/02/2025	11160	Chase Bank - PCard		1101140375.000	HR - Contractual Services	C4 Background Check - Kiel - C4 Operations LLC	56.00	/ /	
04/02/2025	11160	Chase Bank - PCard		1101140375.000	HR - Contractual Services	C4 Background Check - Kiel - C4 Operations LLC	42.00	/ /	
SubTotal Department 140							47008.63		
**Department 150									
03/26/2025	11003	Payroll Fund		1101150111.000	IT - Salary	03/28 P/R Salary - IT	10590.85	11003E 03/26/2025	
04/10/2025	11238	Payroll Fund		1101150111.000	IT - Salary	04/11 P/R - IT - Salary	10590.85	11238e 04/11/2025	
03/13/2025	10858	Payroll Fund		1101150111.000	IT - Salary	03/14 P/R - IT - Salary	10590.85	10858e 03/14/2025	
03/13/2025	10858	Payroll Fund		1101150113.000	IT - Part-time Salary	03/14 P/R - IT - PT Salary	1121.66	10858e 03/14/2025	
03/26/2025	11003	Payroll Fund		1101150113.000	IT - Part-time Salary	03/28 P/R Part-time Salary - IT	158.86	11003E 03/26/2025	
03/26/2025	11003	Payroll Fund		1101150120.000	IT - FICA-Medicare	03/28 P/R Fica/Medi - IT	791.33	11003E 03/26/2025	
03/13/2025	10858	Payroll Fund		1101150120.000	IT - FICA-Medicare	03/14 P/R - IT - FICA Medicare	864.99	10858e 03/14/2025	
04/10/2025	11238	Payroll Fund		1101150120.000	IT - FICA-Medicare	04/11 P/R - IT - FICA Medicare	779.18	11238e 04/11/2025	
04/10/2025	11238	Payroll Fund		1101150121.000	IT - PERF Retirement	04/11 P/R - Civil Perf - IT	1531.16	11238e 04/11/2025	
03/26/2025	11003	Payroll Fund		1101150121.000	IT - PERF Retirement	03/28 P/R Civil Perf - IT	1531.16	11003E 03/26/2025	
03/13/2025	10858	Payroll Fund		1101150121.000	IT - PERF Retirement	03/14 P/R - Civil Perf - IT	1531.16	10858e 03/14/2025	
03/13/2025	10858	Payroll Fund		1101150121.500	IT - 401a Match Retirement	03/14 P/R - ER 401a - IT	192.20	10858e 03/14/2025	
03/26/2025	11003	Payroll Fund		1101150121.500	IT - 401a Match Retirement	03/28 P/R ER 401A - IT	192.20	11003E 03/26/2025	
04/10/2025	11238	Payroll Fund		1101150121.500	IT - 401a Match Retirement	04/11 P/R - ER 401a - IT	192.20	11238e 04/11/2025	
03/26/2025	11018	Health Fund Account		1101150122.000	IT Health Insurance	March ER Health Ins - IT	6008.00	11018E 03/26/2025	
03/26/2025	11003	Payroll Fund		1101150122.000	IT Health Insurance	03/28 P/R ER HSA - IT	127.73	11003E 03/26/2025	
04/10/2025	11238	Payroll Fund		1101150122.000	IT Health Insurance	04/11 P/R - ER HSA - IT	127.73	11238e 04/11/2025	
03/13/2025	10858	Payroll Fund		1101150122.000	IT Health Insurance	03/14 P/R - ER HSA - IT	127.73	10858e 03/14/2025	
03/24/2025	10945	Payroll Fund		1101150122.000	IT Health Insurance	April Dental - IT	224.41	10945E 03/24/2025	
04/14/2025	11287	Payroll Fund		1101150124.000	IT - GTL/Disability	STD, LTD, GTL, AD&D April 2025- IT	148.72	11287e 04/14/2025	
03/24/2025	10951	Payroll Fund		1101150124.000	IT - GTL/Disability	March STD, LTD, GTL & Disability - IT	131.83	10951E 03/24/2025	
03/13/2025	10858	Payroll Fund		1101150128.000	IT - Longevity Pay	03/14 P/R - IT - Longevity	192.00	10858e 03/14/2025	
03/26/2025	11003	Payroll Fund		1101150128.000	IT - Longevity Pay	03/28 P/R Longevity - IT	192.00	11003E 03/26/2025	
04/10/2025	11238	Payroll Fund		1101150128.000	IT - Longevity Pay	04/11 P/R - IT - Longevity	192.00	11238e 04/11/2025	

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04/09/2025	11231	Clawson Communications Inc		1101150310.100	IT - Consulting	Repair Fiber Cable	1100.00	/ /	
04/02/2025	11160	Chase Bank - PCard		1101150310.100	IT - Consulting	GMIS Dues - Emery - GMIS	199.00	/ /	
04/08/2025	11222	Innovative Integration Inc		1101150310.100	IT - Consulting	Firmware Upgrade	100.00	/ /	
04/02/2025	11160	Chase Bank - PCard		1101150310.100	IT - Consulting	GMIS Dues - Emery - GMIS	450.00	/ /	
03/24/2025	10958	Level 3 Financing Inc		1101150351.000	IT - Telephone & Mobile Devices	Ethernet & Internet	3555.80	/ /	
04/02/2025	11160	Chase Bank - PCard		1101150351.000	IT - Telephone & Mobile Devices	Internet Service - Riley - Everstream	1030.00	/ /	
04/03/2025	11181	Verizon Wireless		1101150351.000	IT - Telephone & Mobile Devices	Cell Phones 02/24-03/23 - IT	3909.81	11181e 04/03/2025	
03/10/2025	10822	RingCentral Inc		1101150351.000	IT - Telephone & Mobile Devices	Phone Hardware	920.48	75286 03/17/2025	
03/19/2025	10912	Chase Bank - PCard		1101150351.000	IT - Telephone & Mobile Devices	Firstnet Data - Riley - AT&T Payment	651.98	/ /	
03/11/2025	10846	Verizon Wireless		1101150351.000	IT - Telephone & Mobile Devices	01/24-02/23 Cell Phones - IT	5288.39	10846e 03/11/2025	
03/24/2025	10959	Metronet Systems Holding LLC		1101150351.000	IT - Telephone & Mobile Devices	Fiber IPTV & Advanced Services	710.19	75319 03/24/2025	
03/10/2025	10822	RingCentral Inc	112	1101150367.000	IT - Equipment Repair & Maintenance	Phone Hardware	2476.79	75286 03/17/2025	
03/24/2025	10965	Van Ausdall & Farrar Inc		1101150375.000	IT - Contractual Services	Cannon Contract	32.46	/ /	
04/08/2025	11228	Van Ausdall & Farrar Inc		1101150375.000	IT - Contractual Services	TH Copier Usage	1421.38	/ /	
04/08/2025	11228	Van Ausdall & Farrar Inc		1101150375.000	IT - Contractual Services	WW Copier Usage	31.64	/ /	
03/24/2025	10965	Van Ausdall & Farrar Inc		1101150375.000	IT - Contractual Services	B/W & Color copies	101.30	/ /	
04/02/2025	11160	Chase Bank - PCard		1101150394.000	IT - Software Licensing	Zoom Monthly - Rust - Zoom.com	1231.74	/ /	
03/24/2025	10956	IT Savvy LLC		1101150394.000	IT - Software Licensing	Monthly Microsoft 365	6491.15	/ /	
03/19/2025	10912	Chase Bank - PCard		1101150394.000	IT - Software Licensing	Radio Software upgrade - Rust - Unidenservices Inc	60.00	/ /	
03/24/2025	10961	Progress Software Corporation		1101150394.000	IT - Software Licensing	Whatsup Maintenance Renewal	5725.00	/ /	
03/24/2025	10960	People Driven Technology Inc		1101150394.000	IT - Software Licensing	Fixed Fee Services	8715.00	/ /	
03/19/2025	10912	Chase Bank - PCard		1101150394.000	IT - Software Licensing	Microsoft Data Services - Rust - Microsoft	18.85	/ /	
04/02/2025	11160	Chase Bank - PCard		1101150394.000	IT - Software Licensing	Apple device support - Rust - Apple.com	57.82	/ /	
03/24/2025	10957	LEAF		1101150394.000	IT - Software Licensing	2025 Barracuda Systems	27326.55	10957E 04/01/2025	
04/08/2025	11226	Security Pros LLC		1101150446.000	IT - Computers	Mobile Restroom Surveillance &	9450.42	/ /	

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						Access			
04/02/2025	11160	Chase Bank - PCard		1101150446.000	IT - Computers	USB Cables for Mics - Rust - Amazon	69.93	/ /	
03/24/2025	10962	Safari Micro Inc		1101150446.000	IT - Computers	Rally Bar/TV Mount	3886.50	/ /	
03/24/2025	10963	Security Pros LLC		1101150446.000	IT - Computers	Mobile Restroom Surveillance	11498.82	/ /	
04/08/2025	11223	Safari Micro Inc		1101150446.000	IT - Computers	Cord Power Cables	79.84	/ /	
04/08/2025	11224	Safari Micro Inc		1101150446.000	IT - Computers	Cradlepoint Wireless Routers	5937.06	/ /	
04/08/2025	11227	Van Ausdall & Farrar Inc		1101150446.000	IT - Computers	Laser Printer for WW	840.50	/ /	
04/08/2025	11224	Safari Micro Inc		1101150446.000	IT - Computers	Lenovo ThinkStation	2812.93	/ /	
SubTotal Department 150							154312.13		
**Department 160									
04/10/2025	11238	Payroll Fund		1101160111.000	Mayor - Salary	04/11 P/R - Mayor - Salary	5769.23	11238e 04/11/2025	
03/13/2025	10858	Payroll Fund		1101160111.000	Mayor - Salary	03/14 P/R - Mayor - Salary	5769.23	10858e 03/14/2025	
03/26/2025	11003	Payroll Fund		1101160111.000	Mayor - Salary	03/28 P/R Salary - Mayor	5769.23	11003E 03/26/2025	
03/13/2025	10858	Payroll Fund		1101160120.000	Mayor - FICA-Medicare	03/14 P/R - Mayor - FICA Medicare	434.80	10858e 03/14/2025	
03/26/2025	11003	Payroll Fund		1101160120.000	Mayor - FICA-Medicare	03/28 P/R Fica/Medi - Mayor	434.80	11003E 03/26/2025	
04/10/2025	11238	Payroll Fund		1101160120.000	Mayor - FICA-Medicare	04/11 P/R - Mayor - FICA Medicare	434.80	11238e 04/11/2025	
03/13/2025	10858	Payroll Fund		1101160121.000	Mayor - PERF Retirement	03/14 P/R - Civil Perf - Mayor	819.23	10858e 03/14/2025	
03/26/2025	11003	Payroll Fund		1101160121.000	Mayor - PERF Retirement	03/28 P/R Civil Perf - Mayor	819.23	11003E 03/26/2025	
04/10/2025	11238	Payroll Fund		1101160121.000	Mayor - PERF Retirement	04/11 P/R - Civil Perf - Mayor	819.23	11238e 04/11/2025	
04/10/2025	11238	Payroll Fund		1101160121.500	Mayor - 401a Match Retirement	04/11 P/R - ER 401a - Mayor	288.46	11238e 04/11/2025	
03/13/2025	10858	Payroll Fund		1101160121.500	Mayor - 401a Match Retirement	03/14 P/R - ER 401a - Mayor	288.46	10858e 03/14/2025	
03/26/2025	11003	Payroll Fund		1101160121.500	Mayor - 401a Match Retirement	03/28 P/R ER 401A - Mayor	288.46	11003E 03/26/2025	
03/26/2025	11018	Health Fund Account		1101160122.000	Mayor - Health Insurance	March ER Health Ins - Mayor	1487.10	11018E 03/26/2025	
04/14/2025	11287	Payroll Fund		1101160124.000	Mayor - GTL/Disability	STD, LTD, GTL, AD&D April 2025-Mayor	48.09	11287e 04/14/2025	
03/24/2025	10951	Payroll Fund		1101160124.000	Mayor - GTL/Disability	March STD, LTD, GTL & Disability - Mayor	40.69	10951E 03/24/2025	
03/19/2025	10912	Chase Bank - PCard		1101160352.000	Mayor Travel-Training-Seminars	Parking - Stehr - Hilton Indianapolis	35.00	/ /	
SubTotal Department 160							23546.04		

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**Department 170									
04/10/2025	11238	Payroll Fund		1101170111.000	P & Z - Salary	04/11 P/R - Planning - Salary	43751.01	11238e 04/11/2025	
03/26/2025	11003	Payroll Fund		1101170111.000	P & Z - Salary	03/28 P/R Salary - Planning	43751.03	11003E 03/26/2025	
03/13/2025	10858	Payroll Fund		1101170111.000	P & Z - Salary	03/14 P/R - Planning - Salary	43751.01	10858e 03/14/2025	
04/10/2025	11238	Payroll Fund		1101170112.000	P & Z Over-time Salary	04/11 P/R - Planning - OT Salary	132.06	11238e 04/11/2025	
03/26/2025	11003	Payroll Fund		1101170112.000	P & Z Over-time Salary	03/28 P/R Overtime Salary - Planning	258.92	11003E 03/26/2025	
03/26/2025	11003	Payroll Fund		1101170113.000	P & Z - Part-time Salary	03/28 P/R Part-time Salary - Planning	600.00	11003E 03/26/2025	
04/10/2025	11238	Payroll Fund		1101170120.000	P & Z - FICA-Medicare	04/11 P/R - Planning - FICA Medicare	3229.67	11238e 04/11/2025	
03/26/2025	11003	Payroll Fund		1101170120.000	P & Z - FICA-Medicare	03/28 P/R Fica/Medi - Planning	3287.12	11003E 03/26/2025	
03/13/2025	10858	Payroll Fund		1101170120.000	P & Z - FICA-Medicare	03/14 P/R - Planning - FICA Medicare	3220.49	10858e 03/14/2025	
03/13/2025	10858	Payroll Fund		1101170121.000	P & Z - PERF Retirement	03/14 P/R - Civil Perf - Planning	5793.56	10858e 03/14/2025	
04/10/2025	11238	Payroll Fund		1101170121.000	P & Z - PERF Retirement	04/11 P/R - Civil Perf - Planning	5812.31	11238e 04/11/2025	
03/26/2025	11003	Payroll Fund		1101170121.000	P & Z - PERF Retirement	03/28 P/R Civil Perf - Planning	5830.34	11003E 03/26/2025	
03/13/2025	10858	Payroll Fund		1101170121.500	P & Z - 401a Match Retirement	03/14 P/R - ER 401a - Planning	1272.88	10858e 03/14/2025	
04/10/2025	11238	Payroll Fund		1101170121.500	P & Z - 401a Match Retirement	04/11 P/R - ER 401a - Planning	1272.88	11238e 04/11/2025	
03/26/2025	11003	Payroll Fund		1101170121.500	P & Z - 401a Match Retirement	03/28 P/R ER 401A - Planning	1272.88	11003E 03/26/2025	
03/13/2025	10858	Payroll Fund		1101170122.000	P & Z Health Insurance	03/14 P/R - ER HSA - Planning	859.12	10858e 03/14/2025	
03/26/2025	11018	Health Fund Account		1101170122.000	P & Z Health Insurance	March ER Health Ins - Planning	15067.90	11018E 03/26/2025	
03/26/2025	11003	Payroll Fund		1101170122.000	P & Z Health Insurance	03/28 P/R ER HSA - Planning	859.12	11003E 03/26/2025	
04/10/2025	11238	Payroll Fund		1101170122.000	P & Z Health Insurance	04/11 P/R - ER HSA - Planning	859.12	11238e 04/11/2025	
03/24/2025	10945	Payroll Fund		1101170122.000	P & Z Health Insurance	April Dental - Planning	500.49	10945E 03/24/2025	
04/14/2025	11287	Payroll Fund		1101170124.000	P & Z - GTL/Disability	STD, LTD, GTL, AD&D April 2025-Planning	627.82	11287e 04/14/2025	
03/24/2025	10951	Payroll Fund		1101170124.000	P & Z - GTL/Disability	March STD, LTD, GTL & Disability - Planning	601.65	10951E 03/24/2025	
03/26/2025	11003	Payroll Fund		1101170128.000	P & Z - Longevity Pay	03/28 P/R Longevity - Planning	609.00	11003E 03/26/2025	
03/13/2025	10858	Payroll Fund		1101170128.000	P & Z - Longevity Pay	03/14 P/R - Planning - Longevity	609.00	10858e 03/14/2025	
04/10/2025	11238	Payroll Fund		1101170128.000	P & Z - Longevity Pay	04/11 P/R - Planning - Longevity	609.00	11238e 04/11/2025	
04/02/2025	11160	Chase Bank - PCard		1101170214.000	P & Z - Office Supplies	Office Supplies - Mason - Carbonless On Demand	492.30	/ /	
04/02/2025	11160	Chase Bank - PCard		1101170214.000	P & Z - Office Supplies	Office Supplies - Mason -	166.76	/ /	

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						Amazon			
04/02/2025	11160	Chase Bank - PCard		1101170214.000	P & Z - Office Supplies	Office Supplies - Mason - Amazon	69.47	/ /	
03/17/2025	10891	Franklin Water Treatment LLC		1101170214.000	P & Z - Office Supplies	Office Water	30.30	/ /	
04/02/2025	11160	Chase Bank - PCard		1101170214.000	P & Z - Office Supplies	Office Supplies - Mason - Office 360	207.92	/ /	
04/02/2025	11160	Chase Bank - PCard		1101170214.000	P & Z - Office Supplies	Office Supplies - Mason - Amazon	37.30	/ /	
04/02/2025	11160	Chase Bank - PCard		1101170214.000	P & Z - Office Supplies	Office Supplies - Mason - Amazon	37.79	/ /	
03/19/2025	10912	Chase Bank - PCard		1101170230.000	P & Z - Fuel-Vehicle	Fraudulent Charge - Mason - Fraud Credit	-175.00	/ /	
03/19/2025	10912	Chase Bank - PCard		1101170230.000	P & Z - Fuel-Vehicle	Fraudulent Charge - Mason - Fraud Credit	-175.00	/ /	
03/11/2025	10838	Wright's Express		1101170230.000	P & Z - Fuel-Vehicle	February Fuel - Planning	665.21	10838e 03/12/2025	
03/19/2025	10912	Chase Bank - PCard		1101170230.000	P & Z - Fuel-Vehicle	Fraudulent Charge - Mason - Fraud Credit	-175.00	/ /	
03/19/2025	10912	Chase Bank - PCard		1101170230.000	P & Z - Fuel-Vehicle	Fraudulent Charge - Mason - Fraud Credit	-175.00	/ /	
04/03/2025	11179	Wright's Express		1101170230.000	P & Z - Fuel-Vehicle	March Fuel - Planning	675.51	11179e 04/03/2025	
04/10/2025	11250	Cloudpermit Inc		1101170310.100	P & Z - Consulting	Cloudpermit Implementation Planning & Building 2024	2250.00	/ /	
03/27/2025	11020	Taylor Minnette Schneider & Clutter PC		1101170311.000	P & Z - Legal Fees	Feb BZA	1494.50	/ /	
04/09/2025	11229	Taylor Minnette Schneider & Clutter PC		1101170311.000	P & Z - Legal Fees	Oxford Wood Bonds	2844.72	/ /	
03/27/2025	11020	Taylor Minnette Schneider & Clutter PC		1101170311.000	P & Z - Legal Fees	Feb Plan Commission	2156.00	/ /	
03/19/2025	10908	CNHI LLC		1101170311.000	P & Z - Legal Fees	ED Legal Notice	35.60	/ /	
04/09/2025	11230	Taylor Minnette Schneider & Clutter PC		1101170311.000	P & Z - Legal Fees	Condemnation - Wopshall (Jon O.)	1695.00	/ /	
03/19/2025	10908	CNHI LLC		1101170311.000	P & Z - Legal Fees	Planning Legal Notice	40.04	/ /	
04/02/2025	11165	Egis BLN USA Inc		1101170312.000	P & Z - Engineering	Engineering Services - Planning March 2025	45044.22	/ /	
04/02/2025	11164	A&F Engineering Co LLC		1101170312.000	P & Z - Engineering	Engineering On Call Monthly Retainer for March 2025	1150.00	/ /	
04/02/2025	11160	Chase Bank - PCard		1101170352.000	P & Z - Travel-Training-Seminars	ICC Book - Lathrop - Int'l Code Council Inc	202.50	/ /	

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04/02/2025	11160	Chase Bank - PCard		1101170352.000	P & Z - Travel-Training-Seminars	APA Membership - Dale - APA	580.00	/ /	
03/19/2025	10912	Chase Bank - PCard		1101170352.000	P & Z - Travel-Training-Seminars	Exam Voucher - Lathrop - Int'l Code Council Inc	240.00	/ /	
04/02/2025	11160	Chase Bank - PCard		1101170352.000	P & Z - Travel-Training-Seminars	National Planning Conf - Dale - APA	400.00	/ /	
04/02/2025	11166	CNHI LLC		1101170354.000	Legal Notices	Notice of Public Hearing - PC	36.86	/ /	
04/02/2025	11166	CNHI LLC		1101170354.000	Legal Notices	Notice of Public Hearing - PC	38.48	/ /	
04/02/2025	11160	Chase Bank - PCard		1101170365.000	P & Z - Vehicle Repair & Maintenance	Oil Change - Koenig - Tom Wood Ford	91.82	/ /	
04/10/2025	11272	Roger Kilmer		1101170393.000	Subscriptions-Dues-Members hips	State of Indiana Continuing Ed for Notaries Public	49.37	/ /	
03/19/2025	10912	Chase Bank - PCard		1101170393.000	Subscriptions-Dues-Members hips	IBJ Recurring Monthly - Koenig - IBJ Online	16.00	/ /	
SubTotal Department 170							244486.05		
**Department 190									
03/13/2025	10858	Payroll Fund		1101190113.000	P/A - Part-time Salary	03/14 P/R - Public Assistance - PT Salary	833.00	10858e 03/14/2025	
03/26/2025	11003	Payroll Fund		1101190113.000	P/A - Part-time Salary	03/28 P/R Part-time Salary - Public Assistance	702.24	11003E 03/26/2025	
04/10/2025	11238	Payroll Fund		1101190113.000	P/A - Part-time Salary	04/11 P/R - Public Assistance - PT Salary	263.76	11238e 04/11/2025	
04/10/2025	11238	Payroll Fund		1101190120.000	P/A - FICA-Medicare	04/11 P/R - Public Assistance - FICA Medicare	20.18	11238e 04/11/2025	
03/26/2025	11003	Payroll Fund		1101190120.000	P/A - FICA-Medicare	03/28 P/R Fica/Medi - Public Assistance	53.72	11003E 03/26/2025	
03/13/2025	10858	Payroll Fund		1101190120.000	P/A - FICA-Medicare	03/14 P/R - Public Assistance - FICA Medicare	63.72	10858e 03/14/2025	
03/18/2025	10907	Alinium At Zionsville		1101190381.000	Direct Relief Shelter	Rental Assistance	503.56	75318 03/18/2025	
04/02/2025	11160	Chase Bank - PCard		1101190381.000	Direct Relief Shelter	Shelter Relief - Poore - Woodspring Suites	938.00	/ /	
04/08/2025	11213	First Merchants Bank		1101190381.000	Direct Relief Shelter	Mortgage Assistance	2273.90	75330 04/08/2025	
04/02/2025	11160	Chase Bank - PCard		1101190381.000	Direct Relief Shelter	Shelter Relief - Poore - Woodspring Suites	938.00	/ /	
04/02/2025	11151	Brad Deal		1101190381.000	Direct Relief Shelter	Shelter Assistance	866.00	75323 04/02/2025	
04/04/2025	11202	Alinium At Zionsville		1101190381.000	Direct Relief Shelter	Shelter Assistance	1120.00	75325 04/04/2025	

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03/10/2025	10830	Keith Klingler		1101190381.000	Direct Relief Shelter	Rental Assistance	2598.00	75238 03/10/2025	
03/18/2025	10895	Alinium At Zionsville		1101190381.000	Direct Relief Shelter	Rental Assistance	866.00	75316 03/18/2025	
04/04/2025	11207	Alinium At Zionsville		1101190381.000	Direct Relief Shelter	Shelter Assistance	866.00	75326 04/04/2025	
03/18/2025	10895	Alinium At Zionsville		1101190383.000	Direct Relief Utility Services	Utility Assistance (Water, Sewer, Trash)	58.28	75316 03/18/2025	
04/10/2025	11253	Boone REMC		1101190383.000	Direct Relief Utility Services	Utility assistance	138.00	75365 04/10/2025	
03/10/2025	10829	Boone REMC		1101190383.000	Direct Relief Utility Services	Utility Assistance	1074.02	75237 03/10/2025	
04/04/2025	11202	Alinium At Zionsville		1101190383.000	Direct Relief Utility Services	Utility Assistance	69.56	75325 04/04/2025	
04/04/2025	11207	Alinium At Zionsville		1101190383.000	Direct Relief Utility Services	Utility Assistance	56.47	75326 04/04/2025	
SubTotal Department 190							14302.41		
**Department 330									
04/10/2025	11238	Payroll Fund		1101330111.000	Salary	04/11 P/R - Facilities - Salary	5870.80	11238e 04/11/2025	
03/26/2025	11003	Payroll Fund		1101330111.000	Salary	03/28 P/R Salary - Facilities	5870.80	11003E 03/26/2025	
03/13/2025	10858	Payroll Fund		1101330111.000	Salary	03/14 P/R - Facilities - Salary	5870.80	10858e 03/14/2025	
03/26/2025	11003	Payroll Fund		1101330120.000	FICA - Medicare	03/28 P/R Fica/Medi - Facilities	454.36	11003E 03/26/2025	
04/10/2025	11238	Payroll Fund		1101330120.000	FICA - Medicare	04/11 P/R - Facilities - FICA Medicare	454.82	11238e 04/11/2025	
03/13/2025	10858	Payroll Fund		1101330120.000	FICA - Medicare	03/14 P/R - Facilities - FICA Medicare	455.05	10858e 03/14/2025	
03/26/2025	11003	Payroll Fund		1101330121.000	PERF	03/28 P/R Civil Perf - Facilities	840.47	11003E 03/26/2025	
04/10/2025	11238	Payroll Fund		1101330121.000	PERF	04/11 P/R - Civil Perf - Facilities	840.47	11238e 04/11/2025	
03/13/2025	10858	Payroll Fund		1101330121.000	PERF	03/14 P/R - Civil Perf - Facilities	840.47	10858e 03/14/2025	
04/10/2025	11238	Payroll Fund		1101330121.500	401a Match	04/11 P/R - ER 401a - Facilities	273.06	11238e 04/11/2025	
03/26/2025	11003	Payroll Fund		1101330121.500	401a Match	03/28 P/R ER 401A - Facilities	273.06	11003E 03/26/2025	
03/13/2025	10858	Payroll Fund		1101330121.500	401a Match	03/14 P/R - ER 401a - Facilities	273.06	10858e 03/14/2025	
03/13/2025	10858	Payroll Fund		1101330122.000	Health Insurances	03/14 P/R - ER HSA - Facilities	56.01	10858e 03/14/2025	
03/24/2025	10945	Payroll Fund		1101330122.000	Health Insurances	April Dental - Facilities	112.34	10945E 03/24/2025	
03/26/2025	11003	Payroll Fund		1101330122.000	Health Insurances	03/28 P/R ER HSA - Facilities	56.01	11003E 03/26/2025	
04/10/2025	11238	Payroll Fund		1101330122.000	Health Insurances	04/11 P/R - ER HSA - Facilities	56.01	11238e 04/11/2025	
03/26/2025	11018	Health Fund Account		1101330122.000	Health Insurances	March ER Health Ins - Facilities	768.90	11018E 03/26/2025	
03/24/2025	10951	Payroll Fund		1101330124.000	GTL-Disability	March STD, LTD, GTL & Disability - Facilities	85.12	10951E 03/24/2025	
04/14/2025	11287	Payroll Fund		1101330124.000	GTL-Disability	STD, LTD, GTL, AD&D April 2025-	94.53	11287e 04/14/2025	

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						Facilities			
04/10/2025	11238	Payroll Fund		1101330128.000	Longevity Pay	04/11 P/R - Facilities - Longevity	48.00	11238e 04/11/2025	
03/13/2025	10858	Payroll Fund		1101330128.000	Longevity Pay	03/14 P/R - Facilities - Longevity	48.00	10858e 03/14/2025	
03/26/2025	11003	Payroll Fund		1101330128.000	Longevity Pay	03/28 P/R Longevity - Facilities	48.00	11003E 03/26/2025	
03/20/2025	10925	Ferguson US Holdings Inc		1101330224.000	Operating	Janitorial Supplies - Town Hall	2254.08	/ /	
03/19/2025	10912	Chase Bank - PCard		1101330224.000	Operating	TH Replacement Vacuums - Adams - Homedepot.com	143.94	/ /	
04/02/2025	11154	Boone REMC Lockbox		1101330342.000	Electric	Hidden Pines Lights	176.00	11154e 04/01/2025	
04/03/2025	11182	Cinergy Corporation		1101330342.000	Electric	1100 W Oak St	7613.83	11182e 04/03/2025	
04/02/2025	11157	Cinergy Corporation		1101330342.000	Electric	10599 Zionsville Rd	31.02	11157e 04/01/2025	
03/19/2025	10917	Cinergy Corporation		1101330342.000	Electric	Multiple Addresses	128.63	10917e 03/19/2025	
03/25/2025	10967	Cinergy Corporation		1101330342.000	Electric	Town of Zionsville	349.79	10967E 04/08/2025	
04/02/2025	11154	Boone REMC Lockbox		1101330342.000	Electric	4140 S 875 E	56.00	11154e 04/01/2025	
04/02/2025	11154	Boone REMC Lockbox		1101330342.000	Electric	Oak Ridge Lights	123.00	11154e 04/01/2025	
03/17/2025	10892	Boone REMC Lockbox		1101330342.000	Electric	850 E Oak St	92.27	10892e 03/17/2025	
03/17/2025	10892	Boone REMC Lockbox		1101330342.000	Electric	5929 S 700 E	43.91	10892e 03/17/2025	
04/02/2025	11154	Boone REMC Lockbox		1101330342.000	Electric	4102 S 875 E	74.00	11154e 04/01/2025	
04/02/2025	11154	Boone REMC Lockbox		1101330342.000	Electric	8800 Whitestown Rd	81.00	11154e 04/01/2025	
04/02/2025	11154	Boone REMC Lockbox		1101330342.000	Electric	Buttondown Farms Lights	92.25	11154e 04/01/2025	
04/02/2025	11154	Boone REMC Lockbox		1101330342.000	Electric	Smith Meadows Lights	123.00	11154e 04/01/2025	
04/02/2025	11154	Boone REMC Lockbox		1101330342.000	Electric	Spring Knoll Lights	707.25	11154e 04/01/2025	
04/02/2025	11154	Boone REMC Lockbox		1101330342.000	Electric	Rockbridge Lights	164.00	11154e 04/01/2025	
03/11/2025	10834	Cinergy Corporation		1101330342.000	Electric	10855 Creek Way	143.58	10834e 03/11/2025	
03/11/2025	10834	Cinergy Corporation		1101330342.000	Electric	1100 W Oak St	8103.51	10834e 03/11/2025	
03/11/2025	10834	Cinergy Corporation		1101330342.000	Electric	10190 Bennett Pkwy	46.69	10834e 03/11/2025	
03/11/2025	10834	Cinergy Corporation		1101330342.000	Electric	11251 Sycamore St	33.20	10834e 03/11/2025	
03/11/2025	10834	Cinergy Corporation		1101330342.000	Electric	Town of Zionsville	359.40	10834e 03/11/2025	
03/11/2025	10834	Cinergy Corporation		1101330342.000	Electric	10599 Zionsville Rd	29.49	10834e 03/11/2025	
03/11/2025	10834	Cinergy Corporation		1101330342.000	Electric	649 N Ford Rd	60.21	10834e 03/11/2025	
04/02/2025	11157	Cinergy Corporation		1101330342.000	Electric	10855 Creek Way	131.10	11157e 04/01/2025	
04/02/2025	11157	Cinergy Corporation		1101330342.000	Electric	10190 Bennett Pkwy	40.15	11157e 04/01/2025	
04/02/2025	11154	Boone REMC Lockbox		1101330342.000	Electric	4104 S 875 E	650.53	11154e 04/01/2025	
04/02/2025	11154	Boone REMC Lockbox		1101330342.000	Electric	Oak Ridge III	24.51	11154e 04/01/2025	

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04/02/2025	11154	Boone REMC Lockbox		1101330342.000	Electric	6301 S 800 E	109.00	11154e 04/01/2025	
03/17/2025	10892	Boone REMC Lockbox		1101330342.000	Electric	Huntington Woods Lights	184.50	10892e 03/17/2025	
04/02/2025	11157	Cinergy Corporation		1101330342.000	Electric	649 N Ford Rd	59.95	11157e 04/01/2025	
04/02/2025	11157	Cinergy Corporation		1101330342.000	Electric	11251 Sycamore St	33.79	11157e 04/01/2025	
04/02/2025	11154	Boone REMC Lockbox		1101330342.000	Electric	Cobblestone Lights	492.00	11154e 04/01/2025	
04/02/2025	11154	Boone REMC Lockbox		1101330342.000	Electric	Whitestown Rd	57.87	11154e 04/01/2025	
03/13/2025	10873	Boone REMC Lockbox		1101330342.000	Electric	4102 S 875 E	76.00	10873e 03/13/2025	
03/17/2025	10892	Boone REMC Lockbox		1101330342.000	Electric	Town Street Lights and Sirens	1379.57	10892e 03/17/2025	
03/13/2025	10873	Boone REMC Lockbox		1101330342.000	Electric	Whitestown Rd	52.26	10873e 03/13/2025	
03/13/2025	10873	Boone REMC Lockbox		1101330342.000	Electric	8800 Whitestown Rd	87.00	10873e 03/13/2025	
03/13/2025	10873	Boone REMC Lockbox		1101330342.000	Electric	Rockbridge Lights	164.00	10873e 03/13/2025	
03/13/2025	10873	Boone REMC Lockbox		1101330342.000	Electric	Hidden Pines Lights	176.00	10873e 03/13/2025	
03/13/2025	10873	Boone REMC Lockbox		1101330342.000	Electric	Oak Ridge Lights	123.00	10873e 03/13/2025	
03/13/2025	10873	Boone REMC Lockbox		1101330342.000	Electric	Buttondown Farms Lights	92.25	10873e 03/13/2025	
03/13/2025	10873	Boone REMC Lockbox		1101330342.000	Electric	Oak Ridge Ill	24.51	10873e 03/13/2025	
03/13/2025	10873	Boone REMC Lockbox		1101330342.000	Electric	4140 S 875 E	59.00	10873e 03/13/2025	
03/17/2025	10892	Boone REMC Lockbox		1101330342.000	Electric	Blackstone Dr	71.75	10892e 03/17/2025	
03/13/2025	10873	Boone REMC Lockbox		1101330342.000	Electric	Spring Knoll Lights	707.25	10873e 03/13/2025	
03/13/2025	10873	Boone REMC Lockbox		1101330342.000	Electric	4104 S 875 E	843.70	10873e 03/13/2025	
03/17/2025	10892	Boone REMC Lockbox		1101330342.000	Electric	9751 Irishmans Run Ln	736.80	10892e 03/17/2025	
03/13/2025	10873	Boone REMC Lockbox		1101330342.000	Electric	Smith Meadows Lights	123.00	10873e 03/13/2025	
03/13/2025	10873	Boone REMC Lockbox		1101330342.000	Electric	Cobblestone Lights	492.00	10873e 03/13/2025	
03/13/2025	10873	Boone REMC Lockbox		1101330342.000	Electric	6301 S 800 E	118.00	10873e 03/13/2025	
04/11/2025	11280	Centerpoint Energy		1101330343.000	Natural Gas	1100 W Oak St Unit New	655.14	11280e 04/11/2025	
03/11/2025	10840	Centerpoint Energy		1101330343.000	Natural Gas	1075 Parkway Dr	2122.75	10840e 03/11/2025	
04/11/2025	11280	Centerpoint Energy		1101330343.000	Natural Gas	1075 Parkway Dr	1207.85	11280e 04/11/2025	
03/11/2025	10840	Centerpoint Energy		1101330343.000	Natural Gas	1100 W Oak St Unit New	1064.75	10840e 03/11/2025	
04/07/2025	11209	Zionsville Wastewater		1101330344.000	Water-Sewer	Town Hall - March 2025	120.38	75327 04/07/2025	
04/07/2025	11209	Zionsville Wastewater		1101330344.000	Water-Sewer	Municipal Building - March 2025	213.38	75327 04/07/2025	
03/19/2025	10914	Citizens Energy Group		1101330344.000	Water-Sewer	4050 S 875 E	68.00	10914e 03/19/2025	
03/11/2025	10836	Zionsville Wastewater		1101330344.000	Water-Sewer	Municipal Building - February 2025	239.48	75239 03/11/2025	
03/11/2025	10836	Zionsville Wastewater		1101330344.000	Water-Sewer	Irrigation Line - February 2025	56.85	75239 03/11/2025	

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03/11/2025	10836	Zionsville Wastewater		1101330344.000	Water-Sewer	Town Hall - February 2025	78.62	75239 03/11/2025	
03/19/2025	10914	Citizens Energy Group		1101330344.000	Water-Sewer	1100 W Oak St Bldg New	328.63	10914e 03/19/2025	
04/07/2025	11209	Zionsville Wastewater		1101330344.000	Water-Sewer	Irrigation Line - March 2025	56.85	75327 04/07/2025	
03/19/2025	10914	Citizens Energy Group		1101330344.000	Water-Sewer	1075 Parkway Drive	315.42	10914e 03/19/2025	
03/19/2025	10914	Citizens Energy Group		1101330344.000	Water-Sewer	10855 Creek Way Irrigation	110.80	10914e 03/19/2025	
03/19/2025	10914	Citizens Energy Group		1101330344.000	Water-Sewer	100 W Pine St	30.10	10914e 03/19/2025	
03/19/2025	10912	Chase Bank - PCard		1101330366.000	Building Repair and Maintenance	Vehicle Repair - Adams - The Home Depot	56.98	/ /	
03/19/2025	10912	Chase Bank - PCard		1101330366.000	Building Repair and Maintenance	Facilities SD Cards - Adams - Homedepot.com	35.96	/ /	
04/08/2025	11216	W W Grainger Inc		1101330366.000	Building Repair and Maintenance	HVAC Belts - Town Hall	15.48	/ /	
03/19/2025	10912	Chase Bank - PCard		1101330366.000	Building Repair and Maintenance	Magnetic Tool - Willig - Great Lakes Ace	23.98	/ /	
04/02/2025	11160	Chase Bank - PCard		1101330366.000	Building Repair and Maintenance	Facilities Electrical Connectors - Adams - Great Lakes Ace	8.19	/ /	
04/02/2025	11160	Chase Bank - PCard		1101330366.000	Building Repair and Maintenance	Facilities Tools - Adams - Lowes	38.56	/ /	
03/20/2025	10922	Ace Mechanical Services Inc		1101330366.000	Building Repair and Maintenance	HVAC Repairs - Town Hall	6767.00	/ /	
04/02/2025	11160	Chase Bank - PCard		1101330366.000	Building Repair and Maintenance	Facilities Water Hoses - Adams - Homedepot.com	136.96	/ /	
04/02/2025	11160	Chase Bank - PCard		1101330366.000	Building Repair and Maintenance	Town Hall Plumbing Repair - Adams - Lowes	68.90	/ /	
04/02/2025	11160	Chase Bank - PCard		1101330366.000	Building Repair and Maintenance	Small Engine Fuel/Oil - Adams - Lowes	59.15	/ /	
03/19/2025	10912	Chase Bank - PCard		1101330366.000	Building Repair and Maintenance	Water Hoses - Adams - The Home Depot	160.20	/ /	
04/02/2025	11160	Chase Bank - PCard		1101330366.000	Building Repair and Maintenance	Facilities Misc. Equipment - Adams - The Home Depot	316.31	/ /	
04/02/2025	11160	Chase Bank - PCard		1101330366.000	Building Repair and Maintenance	HVAC Repair Parts - Adams - The Home Depot	196.20	/ /	
03/19/2025	10912	Chase Bank - PCard		1101330366.000	Building Repair and Maintenance	Hex Keys - Willig - Lowes	20.98	/ /	
03/20/2025	10924	City Wide Facility Solutions		1101330375.000	Contractual Services	Monthly Cleaning - Town Hall	2878.80	/ /	
04/01/2025	11030	Cintas Corporation		1101330375.000	Contractual Services	Towel/Mat Service - Town Hall	43.39	/ /	
03/20/2025	10923	Cintas Corporation		1101330375.000	Contractual Services	Towel/Mat Service	43.39	/ /	

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03/20/2025	10926	Midwest Landscape Industries Inc		1101330375.000	Contractual Services	Parking Lot Cleanup - Town Hall	900.00	/ /	
03/20/2025	10923	Cintas Corporation		1101330375.000	Contractual Services	Towel/Mat Service	43.39	/ /	
03/20/2025	10926	Midwest Landscape Industries Inc		1101330375.000	Contractual Services	Snow Removal - Town Hall	445.00	/ /	
04/04/2025	11196	Midwest Landscape Industries Inc		1101330375.000	Contractual Services	2025 Spring Cleanup - Town Hall	265.00	/ /	
04/01/2025	11031	City Wide Facility Solutions		1101330375.000	Contractual Services	Cleaning Services - Town Hall	2965.16	/ /	
04/01/2025	11036	Midwest Landscape Industries Inc		1101330375.000	Contractual Services	Snow/Ice Remediation - Town Hall	445.00	/ /	
SubTotal Department 330							74432.66		
SubTotal Fund Number 1101							782901.86		

**Fund Number 1102 Fire Territory Operating

**Department 210 FIRE DEPARTMENT

03/13/2025	10858	Payroll Fund		1102210111.000	Salary	03/14 P/R - Fire - Salary	10584.33	10858e 03/14/2025	
04/10/2025	11238	Payroll Fund		1102210111.000	Salary	04/11 P/R - Fire - Salary	5363.62	11238e 04/11/2025	
03/26/2025	11003	Payroll Fund		1102210111.000	Salary	03/28 P/R Salary - Fire	8053.11	11003E 03/26/2025	
03/26/2025	11003	Payroll Fund		1102210112.000	Over-time Salary	03/28 P/R Overtime Salary - Fire	36.11	11003E 03/26/2025	
03/13/2025	10858	Payroll Fund		1102210112.000	Over-time Salary	03/14 P/R - Fire - OT Salary	29239.55	10858e 03/14/2025	
04/10/2025	11238	Payroll Fund		1102210112.000	Over-time Salary	04/11 P/R - Fire - OT Salary	11446.05	11238e 04/11/2025	
03/13/2025	10858	Payroll Fund		1102210113.000	Part-time Salary	03/14 P/R - Fire - PT Salary	1414.82	10858e 03/14/2025	
03/26/2025	11003	Payroll Fund		1102210113.000	Part-time Salary	03/28 P/R Part-time Salary - Fire	1375.88	11003E 03/26/2025	
04/10/2025	11238	Payroll Fund		1102210113.000	Part-time Salary	04/11 P/R - Fire - PT Salary	1505.68	11238e 04/11/2025	
04/10/2025	11238	Payroll Fund		1102210114.000	Medic Stipend	04/11 P/R - Fire - Stipend	16444.66	11238e 04/11/2025	
03/13/2025	10858	Payroll Fund		1102210114.000	Medic Stipend	03/14 P/R - Fire - Stipend	10094.00	10858e 03/14/2025	
03/26/2025	11003	Payroll Fund		1102210114.000	Medic Stipend	03/28 P/R Stipend & Extra Duty - Fire	10134.00	11003E 03/26/2025	
03/13/2025	10858	Payroll Fund		1102210120.000	FICA-Medicare	03/14 P/R - Fire - FICA Medicare	26257.35	10858e 03/14/2025	
03/26/2025	11003	Payroll Fund		1102210120.000	FICA-Medicare	03/28 P/R Fica/Medi - Fire	24903.81	11003E 03/26/2025	
04/10/2025	11238	Payroll Fund		1102210120.000	FICA-Medicare	04/11 P/R - Fire - FICA Medicare	24996.87	11238e 04/11/2025	
03/26/2025	11003	Payroll Fund		1102210121.000	PERF	03/28 P/R Civil Perf - Fire	2595.29	11003E 03/26/2025	
04/10/2025	11238	Payroll Fund		1102210121.000	PERF	04/11 P/R - Civil Perf - Fire	2601.98	11238e 04/11/2025	
03/13/2025	10858	Payroll Fund		1102210121.000	PERF	03/14 P/R - Fire Perf	80756.82	10858e 03/14/2025	

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03/13/2025	10858	Payroll Fund		1102210121.000	PERF	03/14 P/R - Civil Perf - Fire	2623.72	10858e 03/14/2025	
04/10/2025	11238	Payroll Fund		1102210121.000	PERF	04/11 P/R - Fire Perf	78942.06	11238e 04/11/2025	
03/26/2025	11003	Payroll Fund		1102210121.000	PERF	03/28 P/R Fire Perf	79914.08	11003E 03/26/2025	
04/10/2025	11238	Payroll Fund		1102210121.500	401a Match	04/11 P/R - ER 401a - Fire	10752.54	11238e 04/11/2025	
03/26/2025	11003	Payroll Fund		1102210121.500	401a Match	03/28 P/R ER 401A - Fire	10271.01	11003E 03/26/2025	
03/13/2025	10858	Payroll Fund		1102210121.500	401a Match	03/14 P/R - ER 401a - Fire	11193.23	10858e 03/14/2025	
04/10/2025	11238	Payroll Fund		1102210122.000	Fire Health Insurance	04/11 P/R - ER HSA - Fire	4940.28	11238e 04/11/2025	
03/24/2025	10945	Payroll Fund		1102210122.000	Fire Health Insurance	April Dental - Fire	5606.85	10945E 03/24/2025	
03/13/2025	10858	Payroll Fund		1102210122.000	Fire Health Insurance	03/14 P/R - ER HSA - Fire	5033.07	10858e 03/14/2025	
03/26/2025	11018	Health Fund Account		1102210122.000	Fire Health Insurance	March ER Health Ins - Fire	130166.76	11018E 03/26/2025	
03/26/2025	11003	Payroll Fund		1102210122.000	Fire Health Insurance	03/28 P/R ER HSA - Fire	5033.07	11003E 03/26/2025	
04/14/2025	11287	Payroll Fund		1102210124.000	GTL-Disability	STD, LTD, GTL, AD&D April 2025- Fire	4607.25	11287e 04/14/2025	
03/24/2025	10951	Payroll Fund		1102210124.000	GTL-Disability	March STD, LTD, GTL & Disability - Fire	4110.53	10951E 03/24/2025	
03/26/2025	11003	Payroll Fund		1102210128.000	Longevity Pay	03/28 P/R Longevity - Fire	7584.00	11003E 03/26/2025	
04/10/2025	11238	Payroll Fund		1102210128.000	Longevity Pay	04/11 P/R - Fire - Longevity	7584.00	11238e 04/11/2025	
03/13/2025	10858	Payroll Fund		1102210128.000	Longevity Pay	03/14 P/R - Fire - Longevity	7584.00	10858e 03/14/2025	
03/14/2025	10886	MES I Acquisition Inc		1102210213.000	Uniforms	Polos for Ops Staff	528.66	/ /	
04/02/2025	11160	Chase Bank - PCard		1102210213.000	Uniforms	Duty Boots - Gommel - Amazon	104.99	/ /	
03/26/2025	10980	MES I Acquisition Inc		1102210213.000	Uniforms	EMS Competition Polo	73.13	/ /	
03/26/2025	10989	Hoosier Fire Equipment Inc		1102210213.000	Uniforms	Size 8 Globe boots	505.00	/ /	
04/10/2025	11265	MES I Acquisition Inc		1102210213.000	Uniforms	Havlin Voucher Items	173.30	/ /	
04/10/2025	11262	MES I Acquisition Inc		1102210213.000	Uniforms	Stryke Pants for RSparks	230.29	/ /	
04/10/2025	11263	MES I Acquisition Inc		1102210213.000	Uniforms	Gold Shield Henderson	188.15	/ /	
04/10/2025	11264	MES I Acquisition Inc		1102210213.000	Uniforms	Qty 6 Job Shirts QM Restock	445.28	/ /	
03/26/2025	10980	MES I Acquisition Inc		1102210213.000	Uniforms	Fire Gear 20 sets	26636.11	/ /	
03/26/2025	10980	MES I Acquisition Inc		1102210213.000	Uniforms	ECampbell poplin SS Shirts	103.66	/ /	
03/26/2025	10980	MES I Acquisition Inc	115	1102210213.000	Uniforms	Fire Gear 20 sets	56571.89	/ /	
03/26/2025	10980	MES I Acquisition Inc		1102210213.000	Uniforms	Duty Belt Restock	103.63	/ /	
03/26/2025	10981	Mason Bolduc		1102210213.000	Uniforms	Duty Shoes	90.00	/ /	
04/02/2025	11160	Chase Bank - PCard		1102210213.000	Uniforms	Duty Boots - Gommel - Amazon	60.00	/ /	
03/18/2025	10905	Blake Dougherty		1102210213.000	Uniforms	Duty Shoes	90.00	/ /	

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04/10/2025	11261	Jackie Anderson		1102210213.000	Uniforms	Duty Shoes	69.99	/ /	
03/19/2025	10912	Chase Bank - PCard		1102210214.000	Office Supplies	Dry Erase Board - Howard - Amazon	59.69	/ /	
04/02/2025	11160	Chase Bank - PCard		1102210214.000	Office Supplies	SD memory cards - Howard - Amazon	35.98	/ /	
04/02/2025	11160	Chase Bank - PCard		1102210214.000	Office Supplies	Sharpies - Howard - Amazon	22.10	/ /	
04/02/2025	11160	Chase Bank - PCard		1102210214.000	Office Supplies	Copy Paper - Howard - Amazon	118.89	/ /	
04/10/2025	11254	Franklin Water Treatment LLC		1102210214.000	Office Supplies	5 Gallon Bottle Water Qty 11	79.55	/ /	
04/02/2025	11160	Chase Bank - PCard		1102210214.000	Office Supplies	Supplies - Howard - Amazon	58.65	/ /	
04/02/2025	11160	Chase Bank - PCard		1102210214.000	Office Supplies	Name Plates - Lacy - Office 360	23.72	/ /	
03/14/2025	10889	Zionsville Printing Pros Inc		1102210214.000	Office Supplies	Ecampbell Business Cards	35.00	/ /	
04/11/2025	11273	Zoll Medical Corporation		1102210224.000	Operating Supplies	ResQPOD	609.15	/ /	
04/10/2025	11258	ESO Solutions Inc		1102210224.000	Operating Supplies	Handtevy to EHR Integration	415.00	/ /	
01/02/2025	9896	The Health & Hospital Corp of Marion Co		1102210224.000	Operating Supplies	EMS Supplies	1137.59	74968 01/07/2025	
04/10/2025	11256	Ascension St Vincent Hosp & Healthcare		1102210224.000	Operating Supplies	Pharmacy Fees	81.09	/ /	
03/14/2025	10883	Ferguson US Holdings Inc		1102210224.000	Operating Supplies	Station Supplies	956.84	/ /	
03/26/2025	10984	Ascension St Vincent Hosp & Healthcare		1102210224.000	Operating Supplies	Pharmacy Fees	38.61	/ /	
03/26/2025	10986	Ferguson US Holdings Inc		1102210224.000	Operating Supplies	Station supplies	498.80	/ /	
04/10/2025	11259	The Health & Hospital Corp of Marion Co		1102210224.000	Operating Supplies	EMS Supplies	1480.18	/ /	
03/26/2025	10984	Ascension St Vincent Hosp & Healthcare		1102210224.000	Operating Supplies	Pharmacy Fees	88.46	/ /	
03/18/2025	10902	Penn Care Inc		1102210224.000	Operating Supplies	EMS Supplies	764.90	/ /	
03/26/2025	10990	The Health & Hospital Corp of Marion Co		1102210224.000	Operating Supplies	EMS Supplies	1695.84	/ /	
04/02/2025	11160	Chase Bank - PCard		1102210224.000	Operating Supplies	BLS CPR Cards - Henderson - American Heart Shop CPR	6.80	/ /	
03/18/2025	10902	Penn Care Inc		1102210224.000	Operating Supplies	EMS Supplies	8.10	/ /	
03/26/2025	10995	Penn Care Inc		1102210224.000	Operating Supplies	EMS supplies	394.55	/ /	
03/26/2025	10995	Penn Care Inc		1102210224.000	Operating Supplies	EMS supplies	86.00	/ /	
03/26/2025	10995	Penn Care Inc		1102210224.000	Operating Supplies	EMS supplies	834.70	/ /	
04/02/2025	11160	Chase Bank - PCard		1102210224.000	Operating Supplies	AHA BLS Cards - Henderson - American Heart Shop CPR	13.60	/ /	

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04/02/2025	11160	Chase Bank - PCard		1102210224.000	Operating Supplies	Trauma kits - Howard - Amazon	96.98	/ /	
04/02/2025	11160	Chase Bank - PCard		1102210224.000	Operating Supplies	Trauma Kit - Howard - Amazon	48.49	/ /	
03/26/2025	10996	Penn Care Inc		1102210224.000	Operating Supplies	EMS Supplies	31.45	/ /	
03/26/2025	10996	Penn Care Inc		1102210224.000	Operating Supplies	EMS Supplies	291.85	/ /	
04/02/2025	11160	Chase Bank - PCard		1102210224.000	Operating Supplies	ZFD Station Supplies - Adams - Great Lakes Ace	17.98	/ /	
03/18/2025	10902	Penn Care Inc		1102210224.000	Operating Supplies	EMS Supplies	7.70	/ /	
04/02/2025	11160	Chase Bank - PCard		1102210224.000	Operating Supplies	AHA Supplies - Henderson - American Heart Shop CPR	149.60	/ /	
03/26/2025	10995	Penn Care Inc		1102210224.000	Operating Supplies	EMS supplies	250.00	/ /	
03/26/2025	10995	Penn Care Inc		1102210224.000	Operating Supplies	EMS supplies	200.00	/ /	
03/18/2025	10902	Penn Care Inc		1102210224.000	Operating Supplies	EMS Supplies	408.75	/ /	
03/18/2025	10902	Penn Care Inc		1102210224.000	Operating Supplies	EMS Supplies	660.00	/ /	
03/26/2025	10995	Penn Care Inc		1102210224.000	Operating Supplies	EMS supplies	999.75	/ /	
03/26/2025	10995	Penn Care Inc		1102210224.000	Operating Supplies	EMS supplies	845.79	/ /	
04/03/2025	11179	Wright's Express		1102210230.000	Fuel-Vehicle	March Fuel - Fire	4822.48	11179e 04/03/2025	
03/11/2025	10838	Wright's Express		1102210230.000	Fuel-Vehicle	February Fuel - Fire	4827.42	10838e 03/12/2025	
03/26/2025	10997	Taylor Oil Co Inc		1102210230.000	Fuel-Vehicle	Fuel thru 03/23	1719.31	/ /	
04/10/2025	11269	Taylor Oil Co Inc		1102210230.000	Fuel-Vehicle	ST92 Fuel 157 Gallons	557.35	/ /	
03/14/2025	10888	Taylor Oil Co Inc		1102210230.000	Fuel-Vehicle	ST92 Fuel 84 Gal	302.40	/ /	
03/26/2025	10998	Taylor Oil Co Inc		1102210230.000	Fuel-Vehicle	St92 Fuel 67 gals	241.20	/ /	
04/10/2025	11255	Ascension St Vincent Hosp & Healthcare		1102210314.000	Medical Testing	Wellness Evaluations	2444.38	/ /	
03/14/2025	10887	Proteam Tactical Performance LLc		1102210314.000	Medical Testing	Education Courses	1600.00	/ /	
04/10/2025	11257	Darren L Higginbotham		1102210314.000	Medical Testing	Pre-Employment Evaluations	800.00	/ /	
03/26/2025	10999	United Diagnostic Services LLC		1102210314.000	Medical Testing	Medical Testing	325.00	/ /	
04/02/2025	11155	Boone REMC Lockbox		1102210342.000	Electric	5793 S 700 E	1150.94	11155e 04/01/2025	
04/02/2025	11155	Boone REMC Lockbox		1102210342.000	Electric	Ford Rd and SR 334	966.26	11155e 04/01/2025	
03/11/2025	10835	Cinergy Corporation		1102210342.000	Electric	998 S US 421	1230.93	10835e 03/11/2025	
04/02/2025	11158	Cinergy Corporation		1102210342.000	Electric	998 S US 421	1131.85	11158e 04/01/2025	
04/09/2025	11233	AES Indiana		1102210342.000	Electric	746 S SR 267	160.66	11233e 04/09/2025	
03/11/2025	10832	AES Indiana		1102210342.000	Electric	746 S SR 267	185.14	10832e 03/11/2025	
03/11/2025	10841	Centerpoint Energy		1102210343.000	Gas	7470 S SR 267	303.92	10841e 03/11/2025	

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03/11/2025	10841	Centerpoint Energy		1102210343.000	Gas	100 N Ford Rd	1053.44	10841e 03/11/2025	
03/11/2025	10841	Centerpoint Energy		1102210343.000	Gas	998 S US 421	950.48	10841e 03/11/2025	
04/11/2025	11281	Centerpoint Energy		1102210343.000	Gas	100 N Ford Rd	784.68	11281e 04/11/2025	
04/11/2025	11281	Centerpoint Energy		1102210343.000	Gas	998 S US 421	578.02	11281e 04/11/2025	
04/11/2025	11281	Centerpoint Energy		1102210343.000	Gas	7470 S SR 267	205.90	11281e 04/11/2025	
04/11/2025	11281	Centerpoint Energy		1102210343.000	Gas	700 S E 5793	672.12	11281e 04/11/2025	
03/11/2025	10841	Centerpoint Energy		1102210343.000	Gas	5793 E 700 S	1242.49	10841e 03/11/2025	
03/18/2025	10901	Sewer Or Septic Inc		1102210344.000	Sewer/Water	Service Call	180.00	/ /	
04/11/2025	11274	Zionsville Wastewater		1102210344.000	Sewer/Water	Sewer From 02/28-03/31	249.92	75366 04/11/2025	
03/14/2025	10881	E&H Parks Inc		1102210344.000	Sewer/Water	Special Water Testing	110.00	/ /	
03/18/2025	10900	Zionsville Wastewater		1102210344.000	Sewer/Water	ST91 1/31-2/28	302.12	75317 03/18/2025	
04/02/2025	11160	Chase Bank - PCard		1102210344.000	Sewer/Water	ST93 Sewer/Water - Howard - Town of Whitestown	256.76	/ /	
03/19/2025	10915	Citizens Energy Group		1102210344.000	Sewer/Water	5793 S CR 700 E	223.14	10915e 03/19/2025	
04/10/2025	11268	Sewer Or Septic Inc		1102210344.000	Sewer/Water	ST92 Septic Repair	180.00	/ /	
03/19/2025	10915	Citizens Energy Group		1102210344.000	Sewer/Water	100 N Ford Rd	261.19	10915e 03/19/2025	
03/11/2025	10846	Verizon Wireless		1102210351.000	Telephone	01/24-02/23 Cell Phones - Fire	1741.84	10846e 03/11/2025	
04/02/2025	11160	Chase Bank - PCard		1102210351.000	Telephone	St81 telephone - Howard - TDS Telecom	93.32	/ /	
03/19/2025	10912	Chase Bank - PCard		1102210351.000	Telephone	Firstnet Data Fire - Riley - AT&T Payment	379.96	/ /	
03/19/2025	10912	Chase Bank - PCard		1102210351.000	Telephone	ST81 Telephone March - Howard - TDS Telecom	93.48	/ /	
04/02/2025	11160	Chase Bank - PCard		1102210351.000	Telephone	Fleet mgmt - Howard - At&T	301.37	/ /	
04/03/2025	11181	Verizon Wireless		1102210351.000	Telephone	Cell Phones 02/24-03/23 - Fire	1787.87	11181e 04/03/2025	
04/02/2025	11160	Chase Bank - PCard		1102210352.000	Travel-Training Seminars	Wire for training - Howard - Amazon	68.67	/ /	
04/02/2025	11160	Chase Bank - PCard		1102210352.000	Travel-Training Seminars	911 Stair Climb Entries - Gibbons - Natl Fallen Firefighter	840.00	/ /	
03/19/2025	10912	Chase Bank - PCard		1102210352.000	Travel-Training Seminars	Uber Trip - Gibbons - Uber	2.00	/ /	
04/02/2025	11160	Chase Bank - PCard		1102210352.000	Travel-Training Seminars	Saw Blade - Howard - Amazon	58.99	/ /	
03/21/2025	10927	JELCC		1102210352.000	Travel-Training Seminars	Alcorn EMT-A	800.00	75320 03/25/2025	
04/02/2025	11160	Chase Bank - PCard		1102210352.000	Travel-Training Seminars	Framing Nails - Howard - Amazon	110.98	/ /	
03/19/2025	10912	Chase Bank - PCard		1102210352.000	Travel-Training Seminars	CPR Instructor Class -	41.20	/ /	

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						Henderson - American Heart ShopCPR			
03/19/2025	10912	Chase Bank - PCard		1102210352.000	Travel-Training Seminars	Uber Trip - Gibbons - Uber	27.42	//	
03/19/2025	10912	Chase Bank - PCard		1102210352.000	Travel-Training Seminars	Uber Trip - Gibbons - Uber	16.04	//	
03/19/2025	10912	Chase Bank - PCard		1102210364.000	Promotions	Mirror Return - Howard - Amazon	-38.97	//	
03/24/2025	10928	Lebanon Rotary Community Fund Inc		1102210364.000	Promotions	Chamber Awards Dinner table	1150.00	//	
03/19/2025	10912	Chase Bank - PCard		1102210364.000	Promotions	Sip-N-Learn Donuts - Frost - Dunkin	26.98	//	
03/19/2025	10912	Chase Bank - PCard		1102210364.000	Promotions	Mirror Return - Howard - Amazon	-12.99	//	
03/18/2025	10904	Elliott Brothers Batteries Inc		1102210365.000	Vehicle Maintenance	M295 Batteries	305.90	//	
03/19/2025	10912	Chase Bank - PCard		1102210365.000	Vehicle Maintenance	Brake Parts - Sauer - Bill Estes Ford	1840.90	//	
03/19/2025	10912	Chase Bank - PCard		1102210365.000	Vehicle Maintenance	MAF Sensor - Sauer - Bill Estes Chevrolet	346.10	//	
03/19/2025	10912	Chase Bank - PCard		1102210365.000	Vehicle Maintenance	Trufuel - Miller - Lowes	22.98	//	
04/02/2025	11160	Chase Bank - PCard		1102210365.000	Vehicle Maintenance	Extension Cords - VLHA - Lowes	93.40	//	
03/18/2025	10906	Rossman Enterprises Inc		1102210365.000	Vehicle Maintenance	E290 and E293 Maintenance	765.68	//	
03/19/2025	10912	Chase Bank - PCard		1102210365.000	Vehicle Maintenance	Brake Parts - Sauer - Brownsburg Auto Supply	41.78	//	
04/02/2025	11160	Chase Bank - PCard		1102210365.000	Vehicle Maintenance	Headlights - Howard - Amazon	55.18	//	
03/19/2025	10912	Chase Bank - PCard		1102210365.000	Vehicle Maintenance	Vehicle Repairs - Frost - Bill Estes Chevrolet	967.27	//	
03/19/2025	10912	Chase Bank - PCard		1102210365.000	Vehicle Maintenance	Switches - Sauer - Grainger	8.20	//	
03/19/2025	10912	Chase Bank - PCard		1102210365.000	Vehicle Maintenance	Oil Change - Potts - Bill Estes Chevrolet	83.99	//	
03/19/2025	10912	Chase Bank - PCard		1102210365.000	Vehicle Maintenance	Fuses - Sauer - Great Lakes Ace	7.59	//	
03/19/2025	10912	Chase Bank - PCard		1102210365.000	Vehicle Maintenance	Maintenance - Potts - Bill Estes Chevrolet	478.09	//	
03/27/2025	11019	Fleetpride Inc		1102210365.000	Vehicle Maintenance	Cylinder	276.99	//	
03/19/2025	10912	Chase Bank - PCard		1102210365.000	Vehicle Maintenance	Hardware - Kail - Great Lakes Ace	17.69	//	
03/19/2025	10912	Chase Bank - PCard		1102210365.000	Vehicle Maintenance	Supplies - Sauer - Napa	68.38	//	
03/19/2025	10912	Chase Bank - PCard		1102210365.000	Vehicle Maintenance	Brake Parts - Sauer - Bill Estes Ford	503.20	//	
04/10/2025	11260	Elliott Brothers Batteries Inc		1102210365.000	Vehicle Maintenance	9901 Battery Replacement	232.95	//	

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03/19/2025	10912	Chase Bank - PCard		1102210365.000	Vehicle Maintenance	Hardware - Kail - Great Lakes Ace	18.11	/ /	
03/19/2025	10912	Chase Bank - PCard		1102210365.000	Vehicle Maintenance	Drive Motor - VLHA - Task Force Tips	1182.60	/ /	
03/19/2025	10912	Chase Bank - PCard		1102210365.000	Vehicle Maintenance	Hardware - Kail - Great Lakes Ace	36.07	/ /	
04/02/2025	11160	Chase Bank - PCard		1102210365.000	Vehicle Maintenance	Gasket Material - VLHA - Grainger	127.72	/ /	
03/19/2025	10912	Chase Bank - PCard		1102210365.000	Vehicle Maintenance	Hardware - Sauer - Napa	24.65	/ /	
04/02/2025	11160	Chase Bank - PCard		1102210365.000	Vehicle Maintenance	Ignition Switch - Vangorder - Napa	28.16	/ /	
04/02/2025	11160	Chase Bank - PCard		1102210365.000	Vehicle Maintenance	Wiper Blades - Lipps - Napa	17.62	/ /	
04/02/2025	11160	Chase Bank - PCard		1102210365.000	Vehicle Maintenance	Wipers - Vangorder - Napa	18.85	/ /	
03/19/2025	10912	Chase Bank - PCard		1102210365.000	Vehicle Maintenance	Brass Fittings - Sauer - Utterback Supply	88.80	/ /	
04/02/2025	11160	Chase Bank - PCard		1102210365.000	Vehicle Maintenance	Wire Wheel - VLHA - Grainger	131.58	/ /	
04/02/2025	11160	Chase Bank - PCard		1102210365.000	Vehicle Maintenance	Hardware - Viha - Lowes	5.58	/ /	
04/02/2025	11160	Chase Bank - PCard		1102210365.000	Vehicle Maintenance	Distilled Water - Sauer - Kroger	13.90	/ /	
04/02/2025	11160	Chase Bank - PCard		1102210365.000	Vehicle Maintenance	Switch for E292 - VLHA - Napa	46.18	/ /	
03/14/2025	10882	Cummins Sales & Service		1102210365.000	Vehicle Maintenance	L291 Repairs	785.65	/ /	
03/18/2025	10903	Great Lakes Ace Hardware Inc		1102210365.000	Vehicle Maintenance	GFCI Receptacle Tester	33.98	/ /	
04/02/2025	11160	Chase Bank - PCard		1102210365.000	Vehicle Maintenance	Shop supplies - Sauer - Napa	41.92	/ /	
03/18/2025	10903	Great Lakes Ace Hardware Inc		1102210365.000	Vehicle Maintenance	Fasteners	22.92	/ /	
04/02/2025	11160	Chase Bank - PCard		1102210365.000	Vehicle Maintenance	S293 Driver mirror - VanGorder - Pearson Ford	923.26	/ /	
04/02/2025	11160	Chase Bank - PCard		1102210365.000	Vehicle Maintenance	Intake Valves - VLHA - FCX Performance Inc	2368.26	/ /	
04/02/2025	11160	Chase Bank - PCard		1102210365.000	Vehicle Maintenance	AC Service Gauges - VLHA - Napa	185.73	/ /	
03/26/2025	10991	Lawson Products Inc		1102210365.000	Vehicle Maintenance	Shop supplies	1201.98	/ /	
04/02/2025	11160	Chase Bank - PCard		1102210365.000	Vehicle Maintenance	Razor Blades - VLHA - Lowes	11.92	/ /	
04/02/2025	11160	Chase Bank - PCard		1102210365.000	Vehicle Maintenance	Return Switch for E292 - VLHA - Napa	-46.18	/ /	
03/26/2025	10987	Fire Service Inc		1102210365.000	Vehicle Maintenance	E292 Hale portable pump parts	252.00	/ /	
04/02/2025	11160	Chase Bank - PCard		1102210365.000	Vehicle Maintenance	Seal Kit - Sauer - Waterous Company	70.08	/ /	

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03/14/2025	10884	Fire Service Inc		1102210365.000	Vehicle Maintenance	ED and Halogen Lights	248.00	/ /	
03/14/2025	10884	Fire Service Inc		1102210365.000	Vehicle Maintenance	M9 Series, Warning LED	389.43	/ /	
04/02/2025	11160	Chase Bank - PCard		1102210365.000	Vehicle Maintenance	Compressor Hardware - VLHA - Lowe's	9.10	/ /	
03/14/2025	10885	Fire Service Inc		1102210365.000	Vehicle Maintenance	Light Bar for E291	4201.91	/ /	
03/26/2025	10983	Adams Electric Inc		1102210366.000	Fire Station Maintenance	St93 Compressor Electrical	2515.00	/ /	
04/10/2025	11266	Genuine Parts Company		1102210366.000	Fire Station Maintenance	91 Replacement Generator Battery	251.74	/ /	
03/26/2025	10982	AAA Exterminating Inc		1102210366.000	Fire Station Maintenance	ST93 March fees	90.00	/ /	
03/19/2025	10912	Chase Bank - PCard		1102210366.000	Fire Station Maintenance	Toilet Seat ST93 - Willig - The Home Depot	46.98	/ /	
03/19/2025	10912	Chase Bank - PCard		1102210366.000	Fire Station Maintenance	GFI Outlet - Miller - Great Lakes Ace	40.96	/ /	
03/26/2025	10982	AAA Exterminating Inc		1102210366.000	Fire Station Maintenance	ST91 March fees	90.00	/ /	
03/26/2025	10988	W W Grainger Inc		1102210366.000	Fire Station Maintenance	St92 Wall Pack replacement	179.06	/ /	
03/26/2025	10988	W W Grainger Inc		1102210366.000	Fire Station Maintenance	St93 compressor plumbing	49.31	/ /	
03/26/2025	10982	AAA Exterminating Inc		1102210366.000	Fire Station Maintenance	ST81 March fees	50.00	/ /	
03/26/2025	10985	Cummins Sales & Service		1102210366.000	Fire Station Maintenance	St91 Generator repairs	2212.38	/ /	
03/26/2025	10988	W W Grainger Inc		1102210366.000	Fire Station Maintenance	St93 compressor plumbing	273.66	/ /	
04/02/2025	11160	Chase Bank - PCard		1102210366.000	Fire Station Maintenance	ZFD ST93 Compressor Plumbing - Adams - The Home Depot	79.80	/ /	
03/26/2025	10994	Midwest Garage Door Systems Inc		1102210366.000	Fire Station Maintenance	St81 Bay 2 repairs	583.00	/ /	
04/02/2025	11160	Chase Bank - PCard		1102210366.000	Fire Station Maintenance	ZFD ST93 Compressor Plumbing - Adams - Lowe's	73.43	/ /	
04/02/2025	11160	Chase Bank - PCard		1102210366.000	Fire Station Maintenance	ZFD ST93 Compressor Plumbing - Adams - Lowe's	32.65	/ /	
03/26/2025	10982	AAA Exterminating Inc		1102210366.000	Fire Station Maintenance	ST92 March fees	50.00	/ /	
03/19/2025	10912	Chase Bank - PCard		1102210366.000	Fire Station Maintenance	Compressor Parts - Russell - Lowe's	33.82	/ /	
03/19/2025	10912	Chase Bank - PCard		1102210367.000	Equipment Repair and Maintenance	Steel Brushes - Sparks - Harbor Freight Tools	11.98	/ /	
03/19/2025	10912	Chase Bank - PCard		1102210367.000	Equipment Repair and Maintenance	Chainsaw Repair - Howard - Howard's Lawn and Garden	417.27	/ /	
04/10/2025	11267	Halma Holdings Inc		1102210367.000	Equipment Repair and Maintenance	o2 E293 gas Detector	568.80	/ /	

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03/13/2025	10878	Van Ausdall & Farrar Inc		1102210375.000	Contracts	ST 91, 92 & 93 1/24-3/24	76.97	/ /	
03/19/2025	10912	Chase Bank - PCard		1102210393.000	Subscriptions-Dues-Members hips	Professional Membership - Lipps - Fire Inspectors Association	200.00	/ /	
03/05/2025	10765	Chase Bank - PCard		1102210393.000	Subscriptions-Dues-Members hips	Membership Dues - Frost - Indiana Association	65.00	10765E 03/17/2025	
SubTotal Department 210							807332.11		
SubTotal Fund Number 1102							807332.11		

**Fund Number 1271 Police Operating

**Department 200 POLICE DEPARTMENT

03/26/2025	11003	Payroll Fund		1271200112.000	Over-time Salary	03/28 P/R Overtime Salary - Police	2997.18	11003E 03/26/2025	
03/13/2025	10858	Payroll Fund		1271200112.000	Over-time Salary	03/14 P/R - Police - OT Salary	3304.45	10858e 03/14/2025	
04/10/2025	11238	Payroll Fund		1271200112.000	Over-time Salary	04/11 P/R - Police - OT Salary	2571.62	11238e 04/11/2025	
03/26/2025	11003	Payroll Fund		1271200114.000	Incentives and Stipends	03/28 P/R Stipend/Extra Duty - Police	6222.00	11003E 03/26/2025	
03/13/2025	10858	Payroll Fund		1271200114.000	Incentives and Stipends	03/14 P/R - Police - Stipend	6222.00	10858e 03/14/2025	
04/10/2025	11238	Payroll Fund		1271200114.000	Incentives and Stipends	04/11 P/R - Police - Stipend	6182.00	11238e 04/11/2025	
03/13/2025	10858	Payroll Fund		1271200120.000	FICA-Medicare	03/14 P/R - Police - FICA Medicare	12899.22	10858e 03/14/2025	
04/10/2025	11238	Payroll Fund		1271200120.000	FICA-Medicare	04/11 P/R - Police - FICA Medicare	12612.98	11238e 04/11/2025	
03/26/2025	11003	Payroll Fund		1271200120.000	FICA-Medicare	03/28 P/R Fica/Medi - Police	13357.47	11003E 03/26/2025	
03/13/2025	10858	Payroll Fund		1271200121.000	PERF Retirement	03/14 P/R - Civil Perf - Police	6081.58	10858e 03/14/2025	
04/10/2025	11238	Payroll Fund		1271200121.000	PERF Retirement	04/11 P/R - Civil Perf - Police	6151.54	11238e 04/11/2025	
03/13/2025	10858	Payroll Fund		1271200121.000	PERF Retirement	03/14 P/R - Police Perf	31315.90	10858e 03/14/2025	
04/10/2025	11238	Payroll Fund		1271200121.000	PERF Retirement	04/11 P/R - Police Perf	30421.16	11238e 04/11/2025	
04/10/2025	11238	Payroll Fund		1271200121.000	PERF Retirement	04/11 P/R - Police - P Stipend 10	2816.15	11238e 04/11/2025	
03/13/2025	10858	Payroll Fund		1271200121.000	PERF Retirement	03/14 P/R - Police - P Stipend 10	2816.15	10858e 03/14/2025	
03/26/2025	11003	Payroll Fund		1271200121.000	PERF Retirement	03/28 P/R Civil Perf - Police	5880.04	11003E 03/26/2025	
03/26/2025	11003	Payroll Fund		1271200121.000	PERF Retirement	03/28 P/R Police Perf	30931.04	11003E 03/26/2025	
03/26/2025	11003	Payroll Fund		1271200121.000	PERF Retirement	03/28 P/R Perf Stipend - Police	2816.15	11003E 03/26/2025	
03/13/2025	10858	Payroll Fund		1271200121.500	401a Match Retirement	03/14 P/R - ER 401a - Police	5110.01	10858e 03/14/2025	
04/10/2025	11238	Payroll Fund		1271200121.500	401a Match Retirement	04/11 P/R - ER 401a - Police	4946.58	11238e 04/11/2025	

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03/26/2025	11003	Payroll Fund		1271200121.500	401a Match Retirement	03/28 P/R ER 401A - Police	5450.62	11003E 03/26/2025	
03/26/2025	11003	Payroll Fund		1271200122.000	Police Health Insurance	03/28 P/R ER HSA - Police	2012.94	11003E 03/26/2025	
03/13/2025	10858	Payroll Fund		1271200122.000	Police Health Insurance	03/14 P/R - ER HSA - Police	2012.94	10858e 03/14/2025	
03/24/2025	10945	Payroll Fund		1271200122.000	Police Health Insurance	April Dental - Police	3007.48	10945E 03/24/2025	
04/10/2025	11238	Payroll Fund		1271200122.000	Police Health Insurance	04/11 P/R - ER HSA - Police	1904.44	11238e 04/11/2025	
03/26/2025	11018	Health Fund Account		1271200122.000	Police Health Insurance	March ER Health Ins - Police	71516.56	11018E 03/26/2025	
04/14/2025	11287	Payroll Fund		1271200124.000	GTL/Disability	STD, LTD, GTL, AD&D April 2025- Police	2219.59	11287e 04/14/2025	
03/24/2025	10951	Payroll Fund		1271200124.000	GTL/Disability	March STD, LTD, GTL & Disability - Police	1966.02	10951E 03/24/2025	
03/13/2025	10858	Payroll Fund		1271200128.000	Longevity Pay	03/14 P/R - Police - Longevity	4078.00	10858e 03/14/2025	
03/26/2025	11003	Payroll Fund		1271200128.000	Longevity Pay	03/28 P/R Longevity - Police	4078.00	11003E 03/26/2025	
04/10/2025	11238	Payroll Fund		1271200128.000	Longevity Pay	04/11 P/R - Police - Longevity	4022.00	11238e 04/11/2025	
04/02/2025	11160	Chase Bank - PCard		1271200211.000	Postage	Certified Records - Laird - The UPS Store	6.74	/ /	
03/19/2025	10912	Chase Bank - PCard		1271200213.000	Uniforms	Badge Patches - Laird - Nelson Co LLC	13.80	/ /	
03/19/2025	10912	Chase Bank - PCard		1271200214.000	Office Supplies	Supplies - Laird - Staples	64.78	/ /	
03/19/2025	10912	Chase Bank - PCard		1271200214.000	Office Supplies	TV for Office - Laird - Bestbuy.com	79.99	/ /	
04/02/2025	11160	Chase Bank - PCard		1271200214.000	Office Supplies	Office Supplies - Laird - Staples	32.53	/ /	
04/02/2025	11160	Chase Bank - PCard		1271200214.000	Office Supplies	Date Stamp - Laird - Staples	19.29	/ /	
03/19/2025	10912	Chase Bank - PCard		1271200230.000	Fuel-Vehicle	Gas - Frost - Exxon	40.00	/ /	
03/26/2025	10992	Taylor Oil Co Inc		1271200230.000	Fuel-Vehicle	March Fuel	4561.80	/ /	
03/19/2025	10912	Chase Bank - PCard		1271200230.000	Fuel-Vehicle	Fuel - Frost - Exxon	45.51	/ /	
04/02/2025	11160	Chase Bank - PCard		1271200230.000	Fuel-Vehicle	Fuel - Frost - Shell Oil	59.28	/ /	
04/02/2025	11160	Chase Bank - PCard		1271200230.000	Fuel-Vehicle	Fuel - Frost - BFS Foods	46.42	/ /	
03/11/2025	10838	Wright's Express		1271200230.000	Fuel-Vehicle	February Fuel - Police	7885.18	10838e 03/12/2025	
04/03/2025	11179	Wright's Express		1271200230.000	Fuel-Vehicle	March Fuel - Police	8830.13	11179e 04/03/2025	
04/03/2025	11181	Verizon Wireless		1271200351.000	Telephone and Mobile Devices	Cell Phones 02/24-03/23 - Police	3602.22	11181e 04/03/2025	
03/11/2025	10846	Verizon Wireless		1271200351.000	Telephone and Mobile Devices	01/24-02/23 Cell Phones - Police	3550.47	10846e 03/11/2025	
03/19/2025	10912	Chase Bank - PCard		1271200352.000	Travel-Training-Seminars	Food - Stutesman - The Big Dipper	12.78	/ /	
03/19/2025	10912	Chase Bank - PCard		1271200352.000	Travel-Training-Seminars	Food - Frost - Store	15.81	/ /	

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03/19/2025	10912	Chase Bank - PCard		1271200352.000	Travel-Training-Seminars	Food - Stutesman - Titus Bakery	8.00	/ /	
04/02/2025	11160	Chase Bank - PCard		1271200352.000	Travel-Training-Seminars	Toll Fee for Training - Samuelson - Dulles Greenway	5.25	/ /	
04/02/2025	11160	Chase Bank - PCard		1271200352.000	Travel-Training-Seminars	Food - Samuelson - Chipotle	19.93	/ /	
03/14/2025	10890	Joshua Samuelson		1271200352.000	Travel-Training-Seminars	Philadelphia Training Session of FBI National Academy Reimbursement	500.00	/ /	
03/19/2025	10912	Chase Bank - PCard		1271200352.000	Travel-Training-Seminars	Food - Smith - Taco Bell	14.39	/ /	
04/02/2025	11160	Chase Bank - PCard		1271200352.000	Travel-Training-Seminars	Tolls for FBINA - Laird - EZPass CSC Web IVR	55.28	/ /	
04/02/2025	11160	Chase Bank - PCard		1271200352.000	Travel-Training-Seminars	Seminar Registration - Samuelson - FBINA NYC TRIP	900.00	/ /	
04/07/2025	11208	St Vincent Health & Preventive Care Inst Inc		1271200363.000	Hiring - Promotion Process	New Hire Testing - ER	1694.36	/ /	
03/19/2025	10912	Chase Bank - PCard		1271200365.000	Vehicle Repair and Maintenance	Vehicle Repairs - Laird - Belle Tire	980.86	/ /	
03/19/2025	10912	Chase Bank - PCard		1271200365.000	Vehicle Repair and Maintenance	Headlight - Byrum - Autozone	21.99	/ /	
03/19/2025	10912	Chase Bank - PCard		1271200365.000	Vehicle Repair and Maintenance	Oil Change - PFM Car and Truck Care	95.47	/ /	
03/19/2025	10912	Chase Bank - PCard		1271200365.000	Vehicle Repair and Maintenance	Windshield Wipers - Ruby - Napa	48.13	/ /	
04/02/2025	11160	Chase Bank - PCard		1271200365.000	Vehicle Repair and Maintenance	Windshield Washer Fluid - Donlan - Napa	21.24	/ /	
03/19/2025	10912	Chase Bank - PCard		1271200365.000	Vehicle Repair and Maintenance	Vehicle Repairs - Laird - Andy Mohr Chrysler	2279.80	/ /	
04/02/2025	11160	Chase Bank - PCard		1271200366.000	Building Repair & Maintenance	Garage Door Repair - Laird - Midwest Garage Door	1337.00	/ /	
03/19/2025	10912	Chase Bank - PCard		1271200366.000	Building Repair & Maintenance	Sanded Plywood - Adams - Lowes	6.38	/ /	
04/10/2025	11252	City Wide Facility Solutions		1271200366.000	Building Repair & Maintenance	April Cleaning - 2X Per Week	955.00	/ /	
01/02/2025	9926	Vasey Commercial Heating & Air		1271200366.000	Building Repair & Maintenance	Annual Maintenance Agreement	7624.80	74977 01/07/2025	
04/02/2025	11167	Joshua Samuelson		1271200393.000	Subscriptions-Dues-Members hips	Reimbursement for FBINA Membership	140.00	/ /	
04/10/2025	11251	PowerDMS Inc		1271200394.000	Software Licensing	PowerTime Subscription (Covering 4/1/25-12/31/25)	2781.00	/ /	
03/19/2025	10912	Chase Bank - PCard		1271200394.000	Software Licensing	Monthly Fee - Laird - Intime.com	820.00	/ /	
04/10/2025	11251	PowerDMS Inc		1271200394.000	Software Licensing	PowerTime Setup (One Time Fee)	2800.00	/ /	

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01/02/2025	9924	PowerDMS Inc		1271200394.000	Software Licensing	Additional Policy/Training Licenses 01/2025-12/2025	387.16	74975 01/07/2025	
03/19/2025	10912	Chase Bank - PCard		1271200394.000	Software Licensing	Monthly Charges - Laird - TLO Transunion	120.00	/ /	
04/02/2025	11160	Chase Bank - PCard		1271200394.000	Software Licensing	Knox Connect Cloud License - Laird - Knox Company	1298.00	/ /	
01/02/2025	9923	PowerDMS Inc		1271200394.000	Software Licensing	Annual Subscription - 01/2025-12/2025	10738.43	74975 01/07/2025	
03/19/2025	10912	Chase Bank - PCard		1271200445.000	Equipment	Supplies - Laird - Sirchie Acquisition Co	479.57	/ /	
03/19/2025	10912	Chase Bank - PCard		1271200445.000	Equipment	Distraction Devices for SRT - Klykken - Liberty Dynamic	1038.00	/ /	
03/19/2025	10912	Chase Bank - PCard		1271200445.000	Equipment	Dental Chews - Laird - Zionsville Animal Hospital	41.34	/ /	
04/02/2025	11160	Chase Bank - PCard		1271200445.000	Equipment	Storage Lockers - Laird - Globalindustrialaq	621.85	/ /	
03/13/2025	10877	Town of Brownsburg		1271200445.000	Equipment	Use of Range Facility for ZPD Qualification 02/24-02/26/25	600.00	/ /	
03/19/2025	10912	Chase Bank - PCard		1271200445.000	Equipment	Ace Watch Dog Service - Laird - Radiotronics Inc.	294.00	/ /	
03/19/2025	10909	Axon Enterprises Inc		1271200445.000	Equipment	Taser 10 Certification Bundles & Instructor Course	17345.64	/ /	
04/02/2025	11160	Chase Bank - PCard		1271200445.000	Equipment	Equipment For New Hire - Klykken - Galls	250.18	/ /	
04/02/2025	11160	Chase Bank - PCard		1271200445.000	Equipment	New Hire Equipment - Klykken - Zero9 Solutions LLC	160.97	/ /	
03/19/2025	10912	Chase Bank - PCard		1271200445.000	Equipment	Distraction Devices for SRT - Klykken - Liberty Dynamic	725.00	/ /	
03/26/2025	10993	Acme Sports Inc	120	1271200445.000	Equipment	Sig Sauer Suppressors	5045.00	/ /	
04/02/2025	11160	Chase Bank - PCard		1271200445.000	Equipment	Scale for Gym - Klykken - Amazon	199.40	/ /	
04/02/2025	11160	Chase Bank - PCard		1271200445.000	Equipment	Tote for New Hire - Klykken - Lowes	9.98	/ /	
SubTotal Department 200							389253.94		
SubTotal Fund Number 1271							389253.94		

**Fund Number 2201 Motor Vehicle Highway

**Department 300 HIGHWAY, STREETS AND ROADS

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03/26/2025	11003	Payroll Fund		2201300111.000	Salary	03/28 P/R Salary - DPW	56638.34	11003E 03/26/2025	
03/13/2025	10858	Payroll Fund		2201300111.000	Salary	03/14 P/R - DPW - Salary	56529.09	10858e 03/14/2025	
04/10/2025	11238	Payroll Fund		2201300111.000	Salary	04/11 P/R - DPW - Salary	56529.10	11238e 04/11/2025	
03/26/2025	11003	Payroll Fund		2201300114.000	Stipend - DPW	03/28 P/R Stipend - DPW	560.00	11003E 03/26/2025	
04/10/2025	11238	Payroll Fund		2201300114.000	Stipend - DPW	04/11 P/R - DPW - Stipend	560.00	11238e 04/11/2025	
03/13/2025	10858	Payroll Fund		2201300114.000	Stipend - DPW	03/14 P/R - DPW - Stipend	420.00	10858e 03/14/2025	
03/26/2025	11003	Payroll Fund		2201300120.000	FICA-Medicare	03/28 P/R Fica/Medi - DPW	4241.53	11003E 03/26/2025	
04/10/2025	11238	Payroll Fund		2201300120.000	FICA-Medicare	04/11 P/R - DPW - FICA Medicare	4241.53	11238e 04/11/2025	
03/13/2025	10858	Payroll Fund		2201300120.000	FICA-Medicare	03/14 P/R - DPW - FICA Medicare	4231.45	10858e 03/14/2025	
03/13/2025	10858	Payroll Fund		2201300121.000	PERF Retirement	03/14 P/R - Civil Perf - DPW	8644.38	10858e 03/14/2025	
04/10/2025	11238	Payroll Fund		2201300121.000	PERF Retirement	04/11 P/R - Civil Perf - DPW	8664.26	11238e 04/11/2025	
03/26/2025	11003	Payroll Fund		2201300121.000	PERF Retirement	03/28 P/R Civil Perf - DPW	8664.26	11003E 03/26/2025	
03/13/2025	10858	Payroll Fund		2201300121.500	401a Match Retirement	03/14 P/R - ER 401a - DPW	2179.67	10858e 03/14/2025	
03/26/2025	11003	Payroll Fund		2201300121.500	401a Match Retirement	03/28 P/R ER 401A - DPW	2184.92	11003E 03/26/2025	
04/10/2025	11238	Payroll Fund		2201300121.500	401a Match Retirement	04/11 P/R - ER 401a - DPW	2184.92	11238e 04/11/2025	
04/10/2025	11238	Payroll Fund		2201300122.000	Health Insurance - DPW	04/11 P/R - ER HSA - DPW	1334.95	11238e 04/11/2025	
03/26/2025	11018	Health Fund Account		2201300122.000	Health Insurance - DPW	March ER Health Ins - DPW	24980.00	11018E 03/26/2025	
03/24/2025	10945	Payroll Fund		2201300122.000	Health Insurance - DPW	April Dental - DPW	1114.46	10945E 03/24/2025	
03/13/2025	10858	Payroll Fund		2201300122.000	Health Insurance - DPW	03/14 P/R - ER HSA - DPW	1334.95	10858e 03/14/2025	
03/26/2025	11003	Payroll Fund		2201300122.000	Health Insurance - DPW	03/28 P/R ER HSA - DPW	1334.95	11003E 03/26/2025	
04/14/2025	11287	Payroll Fund		2201300124.000	GTL/Disability	STD, LTD, GTL, AD&D April 2025-DPW	943.92	11287e 04/14/2025	
03/24/2025	10951	Payroll Fund		2201300124.000	GTL/Disability	March STD, LTD, GTL & Disability - DPW	850.36	10951E 03/24/2025	
04/10/2025	11238	Payroll Fund		2201300128.000	Longevity Pay	04/11 P/R - DPW - Longevity	1256.00	11238e 04/11/2025	
03/13/2025	10858	Payroll Fund		2201300128.000	Longevity Pay	03/14 P/R - DPW - Longevity	1256.00	10858e 03/14/2025	
03/26/2025	11003	Payroll Fund		2201300128.000	Longevity Pay	03/28 P/R Longevity - DPW	1256.00	11003E 03/26/2025	
04/04/2025	11191	Elegan Sportswear Inc		2201300213.000	Uniforms	Hard Hats	657.80	/ /	
03/19/2025	10912	Chase Bank - PCard		2201300213.000	Uniforms	Boots - Knox - Boot Barn	199.99	/ /	
03/19/2025	10912	Chase Bank - PCard		2201300213.000	Uniforms	Work Pants - Dafoe - Carhartt	139.08	/ /	
03/19/2025	10912	Chase Bank - PCard		2201300213.000	Uniforms	Tax Refund - Dafoe - Carhartt	-9.10	/ /	
04/01/2025	11033	Quench USA Inc		2201300214.000	Office Supplies	Water Cooler - MSB	225.00	/ /	
03/19/2025	10912	Chase Bank - PCard		2201300214.000	Office Supplies	Office Supplies - Dafoe - Amazon	32.15	/ /	

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03/19/2025	10912	Chase Bank - PCard		2201300214.000	Office Supplies	Pen Refills - Dafoe - Amazon	12.85	/ /	
04/02/2025	11160	Chase Bank - PCard		2201300214.000	Office Supplies	Office Supplies - Dafoe - Amazon	38.47	/ /	
04/02/2025	11160	Chase Bank - PCard		2201300214.000	Office Supplies	Office Supplies - Dafoe - Amazon	24.27	/ /	
04/04/2025	11197	Quench USA Inc		2201300214.000	Office Supplies	Water Cooler - MSB	235.56	/ /	
04/01/2025	11035	Greencycle of Indiana Inc		2201300224.000	Op Equip-Parts-Tools-Supplies	Top Soil	148.00	/ /	
04/01/2025	11037	Morton Salt		2201300224.000	Op Equip-Parts-Tools-Supplies	Road Salt	16607.91	/ /	
04/04/2025	11195	Indiana Oxygen Co		2201300224.000	Op Equip-Parts-Tools-Supplies	Mix Gases	24.18	/ /	
03/19/2025	10912	Chase Bank - PCard		2201300224.000	Op Equip-Parts-Tools-Supplies	Concrete Vibrator - Dafoe - Amazon	306.42	/ /	
04/04/2025	11186	Great Lakes Ace Hardware Inc		2201300224.000	Op Equip-Parts-Tools-Supplies	Supplies	36.73	/ /	
04/02/2025	11160	Chase Bank - PCard		2201300224.000	Op Equip-Parts-Tools-Supplies	Tools - Dafoe - Amazon	149.89	/ /	
04/04/2025	11186	Great Lakes Ace Hardware Inc		2201300224.000	Op Equip-Parts-Tools-Supplies	Supplies	37.03	/ /	
04/01/2025	11037	Morton Salt		2201300224.000	Op Equip-Parts-Tools-Supplies	Road Salt	8636.08	/ /	
03/19/2025	10912	Chase Bank - PCard		2201300224.000	Op Equip-Parts-Tools-Supplies	Supplies - Dafoe - Amazon	59.99	/ /	
04/04/2025	11193	Greencycle of Indiana Inc		2201300224.000	Op Equip-Parts-Tools-Supplies	Top Soil	111.00	/ /	
04/01/2025	11026	Great Lakes Ace Hardware Inc		2201300224.000	Op Equip-Parts-Tools-Supplies	Supplies	46.15	/ /	
04/01/2025	11026	Great Lakes Ace Hardware Inc		2201300224.000	Op Equip-Parts-Tools-Supplies	Supplies	8.99	/ /	
04/01/2025	11026	Great Lakes Ace Hardware Inc		2201300224.000	Op Equip-Parts-Tools-Supplies	Supplies	17.99	/ /	
04/01/2025	11026	Great Lakes Ace Hardware Inc		2201300224.000	Op Equip-Parts-Tools-Supplies	Supplies	9.58	/ /	
04/04/2025	11186	Great Lakes Ace Hardware Inc		2201300224.000	Op Equip-Parts-Tools-Supplies	Supplies	27.17	/ /	
04/01/2025	11026	Great Lakes Ace Hardware Inc		2201300224.000	Op Equip-Parts-Tools-Supplies	Supplies	62.09	/ /	
04/02/2025	11160	Chase Bank - PCard		2201300224.000	Op Equip-Parts-Tools-Supplies	Concrete Supplies - Lowder - Lowes	146.74	/ /	

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03/19/2025	10912	Chase Bank - PCard		2201300224.000	Op Equip-Parts-Tools-Supplies	Concrete Framing Boards - Hunter - Lowes	32.60	/ /	
04/02/2025	11160	Chase Bank - PCard		2201300224.000	Op Equip-Parts-Tools-Supplies	Concrete Trailer Repair - Lowder - Tractor Supply	109.98	/ /	
04/04/2025	11186	Great Lakes Ace Hardware Inc		2201300224.000	Op Equip-Parts-Tools-Supplies	Supplies	22.89	/ /	
04/04/2025	11186	Great Lakes Ace Hardware Inc		2201300224.000	Op Equip-Parts-Tools-Supplies	Supplies	6.91	/ /	
04/04/2025	11186	Great Lakes Ace Hardware Inc		2201300224.000	Op Equip-Parts-Tools-Supplies	Supplies	11.98	/ /	
04/02/2025	11160	Chase Bank - PCard		2201300224.000	Op Equip-Parts-Tools-Supplies	TOZ Restroom Trailer Valve Lock - Adams - Banjovalves.com	28.17	/ /	
04/04/2025	11200	Taylor Oil Co Inc		2201300230.000	Fuel-Vehicle	Fuel	2856.43	/ /	
04/04/2025	11199	Smyrna Ready Mix Concrete LLC		2201300240.000	Signs and Posts	Sign Foundations	668.50	/ /	
04/11/2025	11277	W W Grainger Inc		2201300240.000	Signs and Posts	Safety Sign - Restroom Trailer	44.22	/ /	
04/04/2025	11199	Smyrna Ready Mix Concrete LLC		2201300240.000	Signs and Posts	Sign Foundations	749.00	/ /	
04/01/2025	11041	Rieth Riley Construction Co Inc		2201300243.000	Asphalt Materials	Hot Mix	153.30	/ /	
04/04/2025	11198	Rieth Riley Construction Co Inc		2201300243.000	Asphalt Materials	Hot Mix	109.50	/ /	
04/01/2025	11041	Rieth Riley Construction Co Inc		2201300243.000	Asphalt Materials	Hot Mix	115.34	/ /	
04/04/2025	11194	IN Dept of Environmental Management		2201300311.000	Legal	Application Fee	175.00	/ /	
04/01/2025	11034	Gannett Media Corp		2201300311.000	Legal	Ads - Public Notice	153.98	/ /	
04/04/2025	11190	Egis BLN USA Inc		2201300312.000	Engineering	General Services for 02/24-03/30	82.50	/ /	
04/04/2025	11190	Egis BLN USA Inc		2201300312.000	Engineering	Turkey Foot Rd & W. Oak St.	180.65	/ /	
04/01/2025	11040	Resolution Group Inc		2201300312.000	Engineering		11849.13	/ /	
04/02/2025	11160	Chase Bank - PCard		2201300352.000	Travel-Training-Seminars	CDL - Lowder - IN BMV	36.13	/ /	
04/01/2025	11027	Alec Fair		2201300352.000	Travel-Training-Seminars	Parking - Road School Conference	10.40	/ /	
03/19/2025	10912	Chase Bank - PCard		2201300352.000	Travel-Training-Seminars	Parking Pass - Hunter - Indianapolis Parking	11.00	/ /	
04/01/2025	11028	Best Equipment Co Inc		2201300365.000	Vehicle Repair and Maintenance	ODB Leaf Vac Repairs	1350.54	/ /	
04/01/2025	11043	Enterprise FM Trust		2201300365.000	Vehicle Repair and Maintenance	Maintenance	2451.89	75322 04/01/2025	
04/11/2025	11279	Pomps Tire Service Inc		2201300365.000	Vehicle Repair and Maintenance	Tires - Trailer	202.15	/ /	

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04/02/2025	11160	Chase Bank - PCard		2201300365.000	Vehicle Repair and Maintenance	Def Cap - Hunter - Pearson Ford	156.98		/ /	
04/11/2025	11275	City Wide Facility Solutions		2201300366.000	Building Repair & Maintenance	MSB Cleaning	100.00		/ /	
04/01/2025	11032	City Wide Facility Solutions		2201300366.000	Building Repair & Maintenance	Monthly Cleaning - MSB	100.00		/ /	
04/04/2025	11201	Vermeer of Indiana Inc		2201300367.000	Equipment Repair & Maintenance	Chipper Repairs	947.21		/ /	
04/01/2025	11038	Joseph W Busald		2201300367.000	Equipment Repair & Maintenance	Equipment Repair - Power Washer	268.54		/ /	
04/02/2025	11160	Chase Bank - PCard		2201300367.000	Equipment Repair & Maintenance	Concrete Saw Fix - Hunter - Howards Lawn and Garden	202.06		/ /	
04/04/2025	11188	Caldwell's Inc		2201300375.000	Contractual Services	Dumping	664.95		/ /	
04/01/2025	11029	Brightview Holdings Inc		2201300375.000	Contractual Services	Landscape Services - April 2025	5423.69		/ /	
04/01/2025	11042	Priority Waste LLC		2201300375.000	Contractual Services	Dig Out #236933	100.00		/ /	
04/11/2025	11278	Greencycle of Indiana Inc		2201300375.000	Contractual Services	Dumping - Wood Chips	35.00		/ /	
04/11/2025	11278	Greencycle of Indiana Inc		2201300375.000	Contractual Services	Dumping - Wood Chips	70.00		/ /	
04/11/2025	11278	Greencycle of Indiana Inc		2201300375.000	Contractual Services	Dumping - Wood Chips	35.00		/ /	
04/11/2025	11278	Greencycle of Indiana Inc		2201300375.000	Contractual Services	Dumping - Wood Chips	35.00		/ /	
03/11/2025	10847	Carroll S Bradshaw Jr		2201300395.000	Refunds-Reimbursements	Mailbox Replacement 9497 Shadow Rock Circle	365.00		/ /	
04/01/2025	11039	Otto-Meyer Inc		2201300395.000	Refunds-Reimbursements	Mailbox Replacement 11009 Bridlewood Trail	481.25		/ /	
04/01/2025	11039	Otto-Meyer Inc		2201300395.000	Refunds-Reimbursements	Mailbox Replacement 4760 Willow Rd	404.00		/ /	
04/04/2025	11199	Smyrna Ready Mix Concrete LLC		2201300442.000	Infrastructure	Sidewalk/Curb Replacement	923.00		/ /	
SubTotal Department 300							311850.92			
**Department 325										
03/26/2025	11003	Payroll Fund		2201325111.000	Salary	03/28 P/R Salary - Storm	9387.26	11003E	03/26/2025	
04/10/2025	11238	Payroll Fund		2201325111.000	Salary	04/11 P/R - Stormwater - Salary	9387.26	11238e	04/11/2025	
03/13/2025	10858	Payroll Fund		2201325111.000	Salary	03/14 P/R - Stormwater - Salary	9387.27	10858e	03/14/2025	
03/26/2025	11003	Payroll Fund		2201325114.000	Storm - Stipend	03/28 P/R Stipend - Storm	70.00	11003E	03/26/2025	
04/10/2025	11238	Payroll Fund		2201325114.000	Storm - Stipend	04/11 P/R - Stormwater - Stipend	70.00	11238e	04/11/2025	
03/13/2025	10858	Payroll Fund		2201325114.000	Storm - Stipend	03/14 P/R - Stormwater - Stipend	70.00	10858e	03/14/2025	
03/13/2025	10858	Payroll Fund		2201325120.000	FICA-Medicare	03/14 P/R - Stormwater - FICA Medicare	724.20	10858e	03/14/2025	

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04/10/2025	11238	Payroll Fund		2201325120.000	FICA-Medicare	04/11 P/R - Stormwater - FICA Medicare	722.13	11238e 04/11/2025	
03/26/2025	11003	Payroll Fund		2201325120.000	FICA-Medicare	03/28 P/R Fica/Medi - Storm	723.97	11003E 03/26/2025	
03/26/2025	11003	Payroll Fund		2201325121.000	PERF Retirement	03/28 P/R Civil Perf - Storm	1386.81	11003E 03/26/2025	
04/10/2025	11238	Payroll Fund		2201325121.000	PERF Retirement	04/11 P/R - Civil Perf - Stormwater	1386.81	11238e 04/11/2025	
03/13/2025	10858	Payroll Fund		2201325121.000	PERF Retirement	03/14 P/R - Civil Perf - Stormwater	1386.81	10858e 03/14/2025	
04/10/2025	11238	Payroll Fund		2201325121.500	401a Match Retirement	04/11 P/R - ER 401a - Stormwater	398.50	11238e 04/11/2025	
03/26/2025	11003	Payroll Fund		2201325121.500	401a Match Retirement	03/28 P/R ER 401A - Storm	398.50	11003E 03/26/2025	
03/13/2025	10858	Payroll Fund		2201325121.500	401a Match Retirement	03/14 P/R - ER 401a - Stormwater	398.50	10858e 03/14/2025	
03/26/2025	11003	Payroll Fund		2201325122.000	Health Insurance - Storm	03/28 P/R ER HSA - Storm	174.61	11003E 03/26/2025	
04/10/2025	11238	Payroll Fund		2201325122.000	Health Insurance - Storm	04/11 P/R - ER HSA - Stormwater	174.61	11238e 04/11/2025	
03/26/2025	11018	Health Fund Account		2201325122.000	Health Insurance - Storm	March ER Health Ins - Storm	2947.50	11018E 03/26/2025	
03/13/2025	10858	Payroll Fund		2201325122.000	Health Insurance - Storm	03/14 P/R - ER HSA - Stormwater	174.61	10858e 03/14/2025	
03/24/2025	10945	Payroll Fund		2201325122.000	Health Insurance - Storm	April Dental - Stormwater	218.03	10945E 03/24/2025	
03/24/2025	10951	Payroll Fund		2201325124.000	GTL/Disability	March STD, LTD, GTL & Disability - Storm	129.08	10951E 03/24/2025	
04/14/2025	11287	Payroll Fund		2201325124.000	GTL/Disability	STD, LTD, GTL, AD&D April 2025-Stormwater	144.11	11287e 04/14/2025	
03/26/2025	11003	Payroll Fund		2201325128.000	Longevity Pay	03/28 P/R Longevity - Storm	309.00	11003E 03/26/2025	
04/10/2025	11238	Payroll Fund		2201325128.000	Longevity Pay	04/11 P/R - Stormwater - Longevity	309.00	11238e 04/11/2025	
03/13/2025	10858	Payroll Fund		2201325128.000	Longevity Pay	03/14 P/R - Stormwater - Longevity	309.00	10858e 03/14/2025	
04/08/2025	11218	Nugent Inc		2201325224.000	Op Equip-Parts-Tools-Supplies	Supplies	39.70	/ /	
04/08/2025	11218	Nugent Inc		2201325224.000	Op Equip-Parts-Tools-Supplies	Supplies	253.26	/ /	
04/04/2025	11192	W W Grainger Inc		2201325224.000	Op Equip-Parts-Tools-Supplies	Supplies	34.33	/ /	
04/04/2025	11185	Great Lakes Ace Hardware Inc		2201325224.000	Op Equip-Parts-Tools-Supplies	Supplies - Stormwater	745.63	/ /	
03/19/2025	10912	Chase Bank - PCard		2201325365.000	Vehicle Repair and Maintenance	Carwash - Susong - Crew Carwash	24.00	/ /	
04/04/2025	11187	BEC Enterprises LLC		2201325365.000	Vehicle Repair and Maintenance	Street Sweeper Repairs	419.00	/ /	

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04/04/2025	11189	Christopher B Burke Engineering LLC		2201325375.000	Contractual Services	MS4 On Call	2761.25	/ /	
04/04/2025	11189	Christopher B Burke Engineering LLC		2201325375.000	Contractual Services	Stormwater Utility Update	2872.50	/ /	
04/11/2025	11276	Foundation Business Systems LLC		2201325375.000	Contractual Services	Permitrack Quarterly Service Fee 01/01/25-03/31/25	979.00	/ /	
04/08/2025	11215	Christopher B Burke Engineering LLC		2201325375.000	Contractual Services	Professional Services for 02/23/2025-03/29/2025	13919.47	/ /	
SubTotal Department 325							62835.71		
SubTotal Fund Number 2201							374686.63		

**Fund Number 2212 Health Fund

**Department 999

03/12/2025	10853	Fund 8976 FSA		2212999123.000	Self-Funded Health Insurance	Transfer for New Employee	240.00	10853e 03/12/2025	
03/24/2025	10948	Payroll Fund		2212999123.000	Self-Funded Health Insurance	April Cobra	83.47	10948E 03/24/2025	
04/14/2025	11289	The Hartford-EFT		2212999123.000	Self-Funded Health Insurance	LTD Adjustment	6531.40	11289e 04/14/2025	
04/01/2025	11126	UMR Inc		2212999123.000	Self-Funded Health Insurance	UMR CSR fees	394.74	12122 03/24/2025	
04/01/2025	11118	K1ds Count Therapy		2212999127.000	Medical Claims	Medical claim	180.98	12114 03/24/2025	
04/01/2025	11109	Northpoint Pediatrics PC		2212999127.000	Medical Claims	Medical claim	19.71	12105 03/24/2025	
04/01/2025	11065	Georges Family Pharmacy Inc		2212999127.000	Medical Claims	Medical claim	218.54	12074 03/03/2025	
04/01/2025	11137	K1ds Count Therapy		2212999127.000	Medical Claims	Medical claim	258.00	12131 03/31/2025	
04/01/2025	11092	CRG		2212999127.000	Medical Claims	Medical claim	182.00	12091 03/17/2025	
04/01/2025	11066	CRG		2212999127.000	Medical Claims	Medical claim	6.77	12075 03/03/2025	
04/01/2025	11131	K1ds Count Therapy		2212999127.000	Medical Claims	Medical claim	69.84	12125 03/31/2025	
04/01/2025	11129	Proteam Tactical Performance LLc		2212999127.000	Medical Claims	Medical claim	71.27	12123 03/31/2025	
04/01/2025	11132	K1ds Count Therapy		2212999127.000	Medical Claims	Medical claim	211.12	12126 03/31/2025	
04/01/2025	11140	CEP America LLC		2212999127.000	Medical Claims	Medical claim	411.26	12134 03/31/2025	
04/01/2025	11097	K1ds Count Therapy		2212999127.000	Medical Claims	Medical claim	93.12	12095 03/17/2025	
04/01/2025	11134	K1ds Count Therapy		2212999127.000	Medical Claims	Medical claim	65.00	12128 03/31/2025	
04/01/2025	11064	Northpoint Pediatrics PC		2212999127.000	Medical Claims	Medical claim	132.77	12073 03/03/2025	
04/01/2025	11130	Northside Anesthesia Services		2212999127.000	Medical Claims	Medical claim	961.20	12124 03/31/2025	
04/01/2025	11123	Orthopedics Indianapolis Inc		2212999127.000	Medical Claims	Medical claim	148.78	12119 03/24/2025	
04/01/2025	11111	Witham Memorial Hospital		2212999127.000	Medical Claims	Medical claim	406.90	12107 03/24/2025	

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04/01/2025	11139	K1ds Count Therapy		2212999127.000	Medical Claims	Medical claim	186.00	12133 03/31/2025	
04/01/2025	11148	Zelis		2212999127.000	Medical Claims	Medical claims	3503.03	11148E 03/31/2025	
04/01/2025	11149	Zelis		2212999127.000	Medical Claims	Medical claims	3492.74	11149E 03/10/2025	
04/01/2025	11120	Witham Memorial Hospital		2212999127.000	Medical Claims	Medical claim	105.10	12116 03/24/2025	
04/01/2025	11116	Ascension St Vincent Stress Center		2212999127.000	Medical Claims	Medical claim	81.81	12112 03/24/2025	
04/01/2025	11093	K1ds Count Therapy		2212999127.000	Medical Claims	Medical claim	422.10	12092 03/17/2025	
04/01/2025	11124	UMR IDR/Clear Health Strategies		2212999127.000	Medical Claims	Medical claim	230.00	12120 03/24/2025	
04/01/2025	11067	Indiana Institute for Prosthetics		2212999127.000	Medical Claims	Medical claim	36157.54	12076 03/03/2025	
04/01/2025	11115	St Vincent Medical Group Inc		2212999127.000	Medical Claims	Medical claim	354.81	12111 03/24/2025	
04/01/2025	11143	Athletico IN Physical Therapy		2212999127.000	Medical Claims	Medical claim	95.00	12137 03/31/2025	
04/01/2025	11107	Zelis		2212999127.000	Medical Claims	Medical claims	2788.05	11107E 03/17/2025	
04/01/2025	11128	Zelis		2212999127.000	Medical Claims	Medical claims	4656.96	11128E 03/24/2025	
04/01/2025	11096	K1ds Count Therapy		2212999127.000	Medical Claims	Medical claim	258.00	12094 03/17/2025	
04/01/2025	11075	Proteam Tactical Performance LLc		2212999127.000	Medical Claims	Medical claim	66.72	12082 03/10/2025	
04/01/2025	11135	K1ds Count Therapy		2212999127.000	Medical Claims	Medical claim	105.63	12129 03/31/2025	
04/01/2025	11081	Orthopedics Indianapolis Inc		2212999127.000	Medical Claims	Medical claim	114.48	12086 03/10/2025	
04/01/2025	11150	Northpoint Pediatrics PC		2212999127.000	Medical Claims	Medical claim	150.64	12089 03/17/2025	
04/01/2025	11142	Athletico IN Physical Therapy		2212999127.000	Medical Claims	Medical claim	95.00	12136 03/31/2025	
04/01/2025	11104	Transparent Risk Strategies LL		2212999127.000	Medical Claims	Medical claim	689.50	12102 03/17/2025	
04/01/2025	11103	Transparent Risk Strategies LL		2212999127.000	Medical Claims	Medical claim	3022.86	12101 03/17/2025	
04/01/2025	11133	K1ds Count Therapy		2212999127.000	Medical Claims	Medical claim	422.10	12127 03/31/2025	
04/01/2025	11070	Transparent Risk Strategies LL		2212999127.000	Medical Claims	Medical claim	1235.81	12079 03/03/2025	
04/01/2025	11090	Proteam Tactical Performance LLc		2212999127.000	Medical Claims	Medical claim	66.72	12090 03/17/2025	
04/01/2025	11146	Transparent Risk Strategies LL		2212999127.000	Medical Claims	Medical claim	1235.81	12138 03/31/2025	
04/01/2025	11100	K1ds Count Therapy		2212999127.000	Medical Claims	Medical claim	135.77	12098 03/17/2025	
04/01/2025	11147	Optum		2212999127.000	Medical Claims	Medical claim	17565.71	11147E 03/31/2025	
04/01/2025	11101	Indianapolis Rehab Hospital LLC		2212999127.000	Medical Claims	Medical claim	24174.61	12099 03/17/2025	
04/01/2025	11112	Franciscan Health Indpls & Mooreville		2212999127.000	Medical Claims	Medical claim	1759.82	12108 03/24/2025	
04/01/2025	11108	Indianapolis Rehab Hospital LLC		2212999127.000	Medical Claims	Medical claim	10925.39	12104 03/18/2025	
04/01/2025	11062	Optum		2212999127.000	Medical Claims	Medical claims	14834.92	11062E 03/03/2025	

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04/01/2025	11074	Northpoint Pediatrics PC		2212999127.000	Medical Claims	Medical claim	112.14	12081 03/10/2025	
04/01/2025	11102	Amber Colt Counseling LLC		2212999127.000	Medical Claims	Medical claim	104.79	12100 03/17/2025	
04/01/2025	11106	Optum		2212999127.000	Medical Claims	Medical claims	32417.89	11106E 03/17/2025	
04/01/2025	11087	Optum		2212999127.000	Medical Claims	Medical claim	46332.62	11087E 03/10/2025	
04/01/2025	11098	K1ds Count Therapy		2212999127.000	Medical Claims	Medical claim	391.82	12096 03/17/2025	
04/01/2025	11069	Transparent Risk Strategies LL		2212999127.000	Medical Claims	Medical claim	1541.65	12078 03/03/2025	
04/01/2025	11095	K1ds Count Therapy		2212999127.000	Medical Claims	Medical claim	65.00	12093 03/17/2025	
04/01/2025	11121	Amber Colt Counseling LLC		2212999127.000	Medical Claims	Medical claim	104.79	12117 03/24/2025	
04/01/2025	11141	Amber Colt Counseling LLC		2212999127.000	Medical Claims	Medical claim	71.23	12135 03/31/2025	
04/01/2025	11117	K1ds Count Therapy		2212999127.000	Medical Claims	Medical claim	65.00	12113 03/24/2025	
04/01/2025	11110	Proteam Tactical Performance LLc		2212999127.000	Medical Claims	Medical claim	66.72	12106 03/24/2025	
04/01/2025	11077	IU Health Medical Group LLC		2212999127.000	Medical Claims	Medical claim	100.39	12083 03/10/2025	
04/01/2025	11113	St Vincent Medical Group Inc		2212999127.000	Medical Claims	Medical claim	383.06	12109 03/24/2025	
04/01/2025	11099	K1ds Count Therapy		2212999127.000	Medical Claims	Medical claim	391.96	12097 03/17/2025	
04/01/2025	11078	Amber Colt Counseling LLC		2212999127.000	Medical Claims	Medical claim	83.80	12084 03/10/2025	
04/01/2025	11060	Zelis		2212999127.000	Medical Claims	Medical Claims	6114.58	11060E 03/03/2025	
04/01/2025	11079	Amber Colt Counseling LLC		2212999127.000	Medical Claims	Medical claim	104.79	12085 03/10/2025	
04/01/2025	11136	K1ds Count Therapy		2212999127.000	Medical Claims	Medical claim	258.00	12130 03/31/2025	
04/01/2025	11083	Transparent Risk Strategies LL		2212999127.000	Medical Claims	Medical claim	1541.65	12087 03/10/2025	
04/01/2025	11122	Athletico IN Physical Therapy		2212999127.000	Medical Claims	Medical claim	95.00	12118 03/24/2025	
04/01/2025	11068	Amber Colt Counseling LLC		2212999127.000	Medical Claims	Medical claim	104.79	12077 03/03/2025	
04/01/2025	11138	K1ds Count Therapy		2212999127.000	Medical Claims	Medical claim	186.00	12132 03/31/2025	
04/01/2025	11114	St Vincent Medical Group Inc		2212999127.000	Medical Claims	Medical claim	5123.98	12110 03/24/2025	
04/01/2025	11119	K1ds Count Therapy		2212999127.000	Medical Claims	Medical claim	258.00	12115 03/24/2025	
04/01/2025	11127	Optum		2212999127.000	Medical Claims	Medical claims	24749.54	11127E 03/24/2025	
04/01/2025	11085	True Rx Management Services		2212999127.500	RX Claims	Rx Claim	3852.98	12088 03/10/2025	
04/01/2025	11071	True Rx Management Services		2212999127.500	RX Claims	Rx Claims	3774.00	12080 03/03/2025	
04/01/2025	11105	True Rx Management Services		2212999127.500	RX Claims	Rx Claims	9817.37	12103 03/17/2025	
04/01/2025	11145	True Rx Management Services		2212999127.500	RX Claims	Rx Claims	5354.55	12139 03/31/2025	
04/01/2025	11125	True Rx Management Services		2212999127.500	RX Claims	Rx Claims	9624.76	12121 03/24/2025	
04/08/2025	11220	Fund 8976 FSA		2212999323.100	FSA FEES	FSA Monthly Admin Fee	56.00	11220e 04/08/2025	
03/12/2025	10854	Fund 8976 FSA		2212999323.100	FSA FEES	FSA Monthly Admin Fee	52.00	10854e 03/12/2025	

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SubTotal Department 999							292920.35			
SubTotal Fund Number 2212							292920.35			
**Fund Number 2228 Local Law Enforcement Continuing Education Fund										
**Department 200 POLICE DEPARTMENT										
03/19/2025	10912	Chase Bank - PCard		2228200352.000	Travel-Training-Seminars	Pre Basic for New Hires - Klykken - Indiana Online Srvs	153.34	/ /		
SubTotal Department 200							153.34			
SubTotal Fund Number 2228							153.34			
**Fund Number 2240 LIT – Public Safety										
**Department 200 POLICE DEPARTMENT										
04/10/2025	11238	Payroll Fund		2240200111.000	Salary	04/11 P/R - Police - Salary PSLIT	157631.96	11238e	04/11/2025	
03/26/2025	11003	Payroll Fund		2240200111.000	Salary	03/28 P/R Salary PSLIT - Police	166958.48	11003E	03/26/2025	
03/13/2025	10858	Payroll Fund		2240200111.000	Salary	03/14 P/R - Police - Salary PSLIT	159930.94	10858e	03/14/2025	
SubTotal Department 200							484521.38			
**Department 210 FIRE DEPARTMENT										
04/10/2025	11238	Payroll Fund		2240210111.000	Salary	04/11 P/R - Fire - Salary PSLIT	300000.00	11238e	04/11/2025	
03/13/2025	10858	Payroll Fund		2240210111.000	Salary	03/14 P/R - Fire - Salary PSLIT	300000.00	10858e	03/14/2025	
03/26/2025	11003	Payroll Fund		2240210111.000	Salary	03/28 P/R Salary PSLIT - Fire	300000.00	11003E	03/26/2025	
SubTotal Department 210							900000.00			
SubTotal Fund Number 2240							1384521.38			
**Fund Number 2407 Boco Proj Grant-Save										
**Department 200 POLICE DEPARTMENT										
03/13/2025	10858	Payroll Fund		2407200111.000	Salary - SAVE	03/14 P/R - Police - Project SAVE	2170.00	10858e	03/14/2025	
04/10/2025	11238	Payroll Fund		2407200111.000	Salary - SAVE	04/11 P/R - Police - Project SAVE	1248.00	11238e	04/11/2025	
SubTotal Department 200							3418.00			
SubTotal Fund Number 2407							3418.00			
**Fund Number 2415 Readi Grant										

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**Department 180										
03/28/2025	11022	Ryan P Cambridge		2415180375.000	Readi Grant Contractial Services	Frmwrk Contract Readi 1.0	7900.00		/ /	
03/19/2025	10921	Ryan P Cambridge		2415180375.000	Readi Grant Contractial Services	FRMWRK Contract - READI 1.0	11850.00		/ /	
04/08/2025	11214	A&F Engineering Co LLC		2415180375.000	Readi Grant Contractial Services	1st & Sycamore (South Village)	45784.32		/ /	
SubTotal Department 180							65534.32			
SubTotal Fund Number 2415							65534.32			
**Fund Number 2430 Coronavirus Local Fiscal Rec										
**Department 170										
04/10/2025	11271	Hannum Wagle & Cline Engineering Inc		2430170310.100	CED Consulting	Planning Comprehensive Plan	36210.02		/ /	
SubTotal Department 170							36210.02			
**Department 210 FIRE DEPARTMENT										
04/10/2025	11270	Woolpert Inc		2430210375.000	ZFD Long-Term Planning Review/Design	ST92 Design Services	3875.50		/ /	
SubTotal Department 210							3875.50			
**Department 300 HIGHWAY, STREETS AND ROADS										
04/08/2025	11219	V3 Companies Ltd	124	2430300312.000	DPW Engineering for Pathway Projects	Oak St Pathway Engineering	22500.00		/ /	
04/08/2025	11210	Boone County Clerk	58	2430300441.000	DPW Pathways Land	ROW Pathway Project	31850.00	75328	04/08/2025	
04/08/2025	11210	Boone County Clerk		2430300441.000	DPW Pathways Land	ROW Pathway Project	2850.00	75328	04/08/2025	
04/08/2025	11217	Morphey Construction Inc	127	2430300442.000	DPW New Pathway/Infrastructure	Oak St Pathway Construction	57033.25		/ /	
SubTotal Department 300							114233.25			
SubTotal Fund Number 2430							154318.77			
**Fund Number 4401 Cumulative Capital Improvement - Cigarette Tax										
**Department 130										
03/19/2025	10920	Central Indiana Redevelopment Authority		4401130375.000	CCI - Contractual Services	MakeMyMove Campaign Contribution	4188.00		/ /	

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04/02/2025	11160	Chase Bank - PCard		4401130375.000	CCI - Contractual Services	DORA Supplies - Lingg - Sitcker Mule	574.00		/ /	
SubTotal Department 130							4762.00			
SubTotal Fund Number 4401							4762.00			
**Fund Number 4402 Cumulative Capital Development										
**Department 150										
03/10/2025	10822	RingCentral Inc	112	4402150394.000	CCD - Software Licensing	Phone Hardware	14062.61	75286	03/17/2025	
04/08/2025	11225	Security Pros LLC		4402150445.000	Equipment	TH Panic Button Enhancement	1722.87		/ /	
03/24/2025	10964	Security Pros LLC		4402150445.000	Equipment	TH Panic Button Enhancement	1288.00	10964E	03/24/2025	
SubTotal Department 150							17073.48			
**Department 200 POLICE DEPARTMENT										
04/09/2025	11237	Motorola Solutions Inc		4402200445.000	Equipment	Speaker Microphones & Antennas	693.80		/ /	
01/02/2025	9925	Utility Associates Inc		4402200445.000	Equipment	Annual BWC Agreement Per Sales Order 45171	77358.80	74976	01/07/2025	
SubTotal Department 200							78052.60			
**Department 300 HIGHWAY, STREETS AND ROADS										
04/01/2025	11043	Enterprise FM Trust		4402300439.000	Vehicles	Lease	2802.26	75322	04/01/2025	
SubTotal Department 300							2802.26			
SubTotal Fund Number 4402							97928.34			
**Fund Number 4414 2019 Sewage Works Construction										
**Department 350										
03/24/2025	10931	Daystar Directional Drilling Inc		4414350490.000	Construction	Willow Rd Force Main	22042.46		/ /	
03/28/2025	11023	Daystar Directional Drilling Inc		4414350490.000	Construction	Willow Rd FM #3	247379.04		/ /	
SubTotal Department 350							269421.50			
SubTotal Fund Number 4414							269421.50			
**Fund Number 4439 Food and Beverage Tax										
**Department 999										

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03/17/2025	10894	Zionsville Football Club Inc		4439999364.000	F & B - Promotions	AED & Supplies Reimbursement	4135.29	75329 04/08/2025	
04/09/2025	11232	The Greater Indpls Chamber of Commerce Foundation		4439999364.000	F & B - Promotions	Accelerate Indy Campaign	30000.00	/ /	
SubTotal Department 999							34135.29		
SubTotal Fund Number 4439							34135.29		
**Fund Number 4444 Fire Protection Equipment Replacement									
**Department 210 FIRE DEPARTMENT									
03/26/2025	10980	MES I Acquisition Inc		4444210445.000	Equipment	Elkhart Tips	1845.98	/ /	
04/02/2025	11160	Chase Bank - PCard		4444210445.000	Equipment	ZFD Washing Machine - Adams - Lowe's	634.48	/ /	
SubTotal Department 210							2480.46		
SubTotal Fund Number 4444							2480.46		
**Fund Number 6201 Sewage Utility Operating									
**Department 350									
03/13/2025	10859	Payroll Fund		6201350111.000	Salary	03/14 P/R - Wastewater - Salary	29662.93	10859e 03/14/2025	
04/10/2025	11239	Payroll Fund		6201350111.000	Salary	04/11 P/R - Wastewater - Salary	27811.58	11239e 04/11/2025	
03/26/2025	11005	Payroll Fund		6201350111.000	Salary	03/28 P/R Salary - WW	26465.87	11005E 03/26/2025	
03/26/2025	11005	Payroll Fund		6201350111.100	Salary - DPW 8%	03/28 P/R 8% Salary DPW - WW	2561.34	11005E 03/26/2025	
03/13/2025	10859	Payroll Fund		6201350111.100	Salary - DPW 8%	03/14 P/R - Wastewater - 8% Salary DPW	2670.59	10859e 03/14/2025	
04/10/2025	11239	Payroll Fund		6201350111.100	Salary - DPW 8%	04/11 P/R - Wastewater - 8% Salary DPW	2670.59	11239e 04/11/2025	
04/10/2025	11239	Payroll Fund		6201350112.000	Over-time Salary	04/11 P/R - Wastewater - OT Salary	4281.35	11239e 04/11/2025	
03/26/2025	11005	Payroll Fund		6201350112.000	Over-time Salary	03/28 P/R Overtime Salary - WW	2487.58	11005E 03/26/2025	
03/13/2025	10859	Payroll Fund		6201350112.000	Over-time Salary	03/14 P/R - Wastewater - OT Salary	1293.92	10859e 03/14/2025	
03/13/2025	10859	Payroll Fund		6201350114.000	WW/Stipend	03/14 P/R - Wastewater - Stipend	830.00	10859e 03/14/2025	
04/10/2025	11239	Payroll Fund		6201350114.000	WW/Stipend	04/11 P/R - Wastewater - Stipend	900.00	11239e 04/11/2025	
03/26/2025	11005	Payroll Fund		6201350114.000	WW/Stipend	03/28 P/R Stipend - WW	900.00	11005E 03/26/2025	
03/13/2025	10859	Payroll Fund		6201350120.000	FICA-Medicare	03/14 P/R - Wastewater - FICA Medicare	2387.03	10859e 03/14/2025	

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04/10/2025	11239	Payroll Fund		6201350120.000	FICA-Medicare	04/11 P/R - Wastewater - FICA Medicare	2483.87	11239e 04/11/2025	
03/26/2025	11005	Payroll Fund		6201350120.000	FICA-Medicare	03/28 P/R Fica/Medi - WW	2254.32	11005E 03/26/2025	
04/10/2025	11239	Payroll Fund		6201350120.100	Fica/Medi DPW 8%	04/11 P/R - Wastewater - 8% FICA DPW	202.46	11239e 04/11/2025	
03/13/2025	10859	Payroll Fund		6201350120.100	Fica/Medi DPW 8%	03/14 P/R - Wastewater - 8% FICA DPW	201.61	10859e 03/14/2025	
03/26/2025	11005	Payroll Fund		6201350120.100	Fica/Medi DPW 8%	03/28 P/R 8% Fica DPW - WW	202.46	11005E 03/26/2025	
04/10/2025	11239	Payroll Fund		6201350121.000	PERF Retirement	04/11 P/R - Wastewater - Civil Perf	4736.54	11239e 04/11/2025	
03/13/2025	10859	Payroll Fund		6201350121.000	PERF Retirement	03/14 P/R - Wastewater - Civil Perf	4565.26	10859e 03/14/2025	
03/26/2025	11005	Payroll Fund		6201350121.000	PERF Retirement	03/28 P/R Civil Perf - WW	4290.73	11005E 03/26/2025	
03/26/2025	11005	Payroll Fund		6201350121.500	401a Match Retirement	03/28 P/R ER 401A - WW	704.33	11005E 03/26/2025	
04/10/2025	11239	Payroll Fund		6201350121.500	401a Match Retirement	04/11 P/R - Wastewater - ER 401a	777.82	11239e 04/11/2025	
03/13/2025	10859	Payroll Fund		6201350121.500	401a Match Retirement	03/14 P/R - Wastewater - ER 401a	688.44	10859e 03/14/2025	
03/26/2025	11005	Payroll Fund		6201350122.000	Health Insurances	03/28 P/R ER HSA - WW	323.41	11005E 03/26/2025	
04/10/2025	11239	Payroll Fund		6201350122.000	Health Insurances	04/11 P/R - Wastewater - ER HSA	286.63	11239e 04/11/2025	
03/26/2025	11016	Health Fund Account		6201350122.000	Health Insurances	March ER Health Insurance - WW	10571.53	11016E 03/26/2025	
03/24/2025	10946	Payroll Fund		6201350122.000	Health Insurances	April Dental - WW	492.06	10946E 03/24/2025	
03/13/2025	10859	Payroll Fund		6201350122.000	Health Insurances	03/14 P/R - Wastewater - ER HSA	323.41	10859e 03/14/2025	
03/24/2025	10952	Payroll Fund		6201350124.000	GTL/Disability	March STD, LTD, GTL & Disability - WW	173.72	10952E 03/24/2025	
04/14/2025	11288	Payroll Fund		6201350124.000	GTL/Disability	STD, LTD, GTL, AD&D April 2025 - Wastewater	461.09	11288e 04/14/2025	
01/02/2025	9940	Todd William Settle		6201350125.000	Workers' Compensation	Annual Worker Comp Invoice - Wastewater	10500.00	21980 01/07/2025	
03/26/2025	11005	Payroll Fund		6201350128.000	Longevity	03/28 P/R Longevity - WW	363.00	11005E 03/26/2025	
04/10/2025	11239	Payroll Fund		6201350128.000	Longevity	04/11 P/R - Wastewater - Longevity	363.00	11239e 04/11/2025	
03/13/2025	10859	Payroll Fund		6201350128.000	Longevity	03/14 P/R - Wastewater - Longevity	363.00	10859e 03/14/2025	
04/03/2025	11184	Zionsville Postmaster		6201350211.000	Postage	Postage for Monthly Bills - March	2505.86	22042 04/03/2025	
04/02/2025	11159	Chase Bank - PCard		6201350211.000	Postage	Nitrogen Sample - Hardin - The UPS Store	55.96	/ /	
03/19/2025	10910	Chase Bank - PCard		6201350213.000	Uniforms	PPE - Hardin - NTE	69.93	/ /	

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04/02/2025	11159	Chase Bank - PCard		6201350213.000	Uniforms	Clothing Allowance - Travelsted - Red Wing Shoes	383.98	/ /	
03/19/2025	10910	Chase Bank - PCard		6201350213.000	Uniforms	Clothing Allowance - Stogsdill - Dicks Sporting Goods	259.98	/ /	
03/24/2025	10933	Elegan Sportswear Inc		6201350213.000	Uniforms	Clothing order	3697.72	/ /	
03/19/2025	10910	Chase Bank - PCard		6201350214.000	Office Supplies	Phone Cases - Stogsdill - Juggcase	236.62	/ /	
04/02/2025	11159	Chase Bank - PCard		6201350214.000	Office Supplies	Office Supplies - Klinedinst - Office 360	165.37	/ /	
04/02/2025	11159	Chase Bank - PCard		6201350214.000	Office Supplies	Office Supplies - Klinedinst - Office 360	50.99	/ /	
04/02/2025	11159	Chase Bank - PCard		6201350214.000	Office Supplies	Office Supplies - Klinedinst - Office 360	309.56	/ /	
03/26/2025	10978	PVS Technologies Inc		6201350221.000	Chemicals	Ferrous	3771.88	/ /	
03/24/2025	10935	Hawkins Inc		6201350221.000	Chemicals	Sodium Bisulfite	6494.40	/ /	
03/24/2025	10934	GCI Wastewater Treatment		6201350221.000	Chemicals	Bleach	8096.53	/ /	
03/26/2025	10977	Hach Company		6201350223.000	Laboratory Supplies	DO Meter	1214.00	/ /	
03/24/2025	10942	Hd Supply Inc		6201350223.000	Laboratory Supplies	Microscope slides	30.70	/ /	
03/25/2025	10970	Hd Supply Inc		6201350223.000	Laboratory Supplies	Lab supplies	121.53	/ /	
03/24/2025	10936	IDEXX Distribution Inc		6201350223.000	Laboratory Supplies	Lab supplies	1592.00	/ /	
03/24/2025	10942	Hd Supply Inc		6201350223.000	Laboratory Supplies	Lab Supplies	1012.45	/ /	
04/02/2025	11159	Chase Bank - PCard		6201350224.000	Op Equip-Parts-Tools-Supplies	Hose and Clamps - Fishel - Great Lakes Ace	15.52	/ /	
03/19/2025	10910	Chase Bank - PCard		6201350224.000	Op Equip-Parts-Tools-Supplies	Tank Heater - Klinedinst - Amazon	68.55	/ /	
03/19/2025	10910	Chase Bank - PCard		6201350224.000	Op Equip-Parts-Tools-Supplies	Lights, Drill Bits, Battery - Stogsdill - Great Lakes Ace	577.96	/ /	
03/19/2025	10910	Chase Bank - PCard		6201350224.000	Op Equip-Parts-Tools-Supplies	Tools - Travelsted - NTE	152.43	/ /	
03/19/2025	10910	Chase Bank - PCard		6201350224.000	Op Equip-Parts-Tools-Supplies	Trash Bags - Klinedinst - Amazon	47.49	/ /	
03/19/2025	10910	Chase Bank - PCard		6201350224.000	Op Equip-Parts-Tools-Supplies	Water Hoses - Travelsted - Great Lakes Ace	224.93	/ /	
04/03/2025	11180	Wright's Express		6201350230.000	Fuel-Vehicle	March Fuel - Wastewater	1383.67	11180e 04/04/2025	
03/26/2025	10979	Taylor Oil Co Inc		6201350230.000	Fuel-Vehicle	Fuel for Vac & Hoist	505.73	/ /	
03/11/2025	10839	Wright's Express		6201350230.000	Fuel-Vehicle	February Fuel - Wastewater	1226.47	10839e 03/11/2025	

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03/24/2025	10941	Taylor Oil Co Inc		6201350230.000	Fuel-Vehicle	Def	14.78	/ /	
03/17/2025	10893	Boone REMC Lockbox		6201350342.000	Electric	650 Silver Wraith Ct	204.55	10893e 03/17/2025	
03/11/2025	10833	Cinergy Corporation		6201350342.000	Electric	10295 Pigato Dr	204.43	10833e 03/11/2025	
03/13/2025	10862	Boone REMC Lockbox		6201350342.000	Electric	600 S	247.79	10862e 03/13/2025	
04/02/2025	11156	Boone REMC Lockbox		6201350342.000	Electric	550 S	148.32	11156e 04/01/2025	
03/13/2025	10862	Boone REMC Lockbox		6201350342.000	Electric	10455 Lakewood Dr	236.58	10862e 03/13/2025	
04/02/2025	11156	Boone REMC Lockbox		6201350342.000	Electric	Arcadia Lane	148.32	11156e 04/01/2025	
03/26/2025	10974	Cinergy Corporation		6201350342.000	Electric	10295 Pigato Drive	183.59	10974E 04/10/2025	
04/02/2025	11156	Boone REMC Lockbox		6201350342.000	Electric	600 S	218.26	11156e 04/01/2025	
04/02/2025	11156	Boone REMC Lockbox		6201350342.000	Electric	Hanley Lane	173.65	11156e 04/01/2025	
04/02/2025	11156	Boone REMC Lockbox		6201350342.000	Electric	Ford Rd LFTSTA	158.88	11156e 04/01/2025	
04/02/2025	11156	Boone REMC Lockbox		6201350342.000	Electric	Oak Street	173.65	11156e 04/01/2025	
04/02/2025	11156	Boone REMC Lockbox		6201350342.000	Electric	10455 Lakewood Dr	173.64	11156e 04/01/2025	
04/02/2025	11156	Boone REMC Lockbox		6201350342.000	Electric	Hunt Club Rd LFTSTA	317.19	11156e 04/01/2025	
04/02/2025	11156	Boone REMC Lockbox		6201350342.000	Electric	600 S	464.94	11156e 04/01/2025	
04/02/2025	11156	Boone REMC Lockbox		6201350342.000	Electric	4177 Turkeyfoot Road	439.61	11156e 04/01/2025	
04/02/2025	11156	Boone REMC Lockbox		6201350342.000	Electric	4126 Forress Ave	262.30	11156e 04/01/2025	
04/02/2025	11156	Boone REMC Lockbox		6201350342.000	Electric	400 S	211.64	11156e 04/01/2025	
04/02/2025	11156	Boone REMC Lockbox		6201350342.000	Electric	9859 Irishmans Run Ln	269.70	11156e 04/01/2025	
03/11/2025	10845	Cinergy Corporation		6201350342.000	Electric	Multiple Addresses	12496.92	10845e 03/11/2025	
03/11/2025	10843	Centerpoint Energy		6201350343.000	Natural Gas	4126 Forress Ave LFTSTA	21.37	10843e 03/11/2025	
03/11/2025	10843	Centerpoint Energy		6201350343.000	Natural Gas	10295 Pigato Dr	17.98	10843e 03/11/2025	
03/11/2025	10842	Centerpoint Energy		6201350343.000	Natural Gas	8025 Hanley Ln	19.68	10842e 03/11/2025	
04/11/2025	11283	Centerpoint Energy		6201350343.000	Natural Gas	9295 E 600 S LFTSTA	17.98	11283e 04/11/2025	
04/11/2025	11283	Centerpoint Energy		6201350343.000	Natural Gas	847 Sugarbush Rdg	17.98	11283e 04/11/2025	
03/11/2025	10842	Centerpoint Energy		6201350343.000	Natural Gas	9295 E 600 S LFTSTA	17.98	10842e 03/11/2025	
03/11/2025	10842	Centerpoint Energy		6201350343.000	Natural Gas	10567 Oak Ridge Dr	18.83	10842e 03/11/2025	
03/11/2025	10842	Centerpoint Energy		6201350343.000	Natural Gas	650 Silver Wraith Ct LFTSTA	17.98	10842e 03/11/2025	
04/11/2025	11283	Centerpoint Energy		6201350343.000	Natural Gas	7711 Hunt Club Rd	17.98	11283e 04/11/2025	
04/11/2025	11282	Centerpoint Energy		6201350343.000	Natural Gas	4126 Forress Ave LFTSTA	21.43	11282e 04/11/2025	
04/11/2025	11282	Centerpoint Energy		6201350343.000	Natural Gas	855 Starkey Rd	48.77	11282e 04/11/2025	
03/11/2025	10842	Centerpoint Energy		6201350343.000	Natural Gas	10355 Lakewood Dr	15.94	10842e 03/11/2025	

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DATE FILED	APV #	NAME OF PAYEE	PO #	APPROP #	APPROPRIATION	DESCRIPTION	AMOUNT	CHECK CHECK # DATE	MEMORANDUM
04/11/2025	11282	Centerpoint Energy		6201350343.000	Natural Gas	10355 Lakewood Dr	16.87	11282e 04/11/2025	
03/11/2025	10843	Centerpoint Energy		6201350343.000	Natural Gas	4566 Summersong Rd	18.83	10843e 03/11/2025	
03/11/2025	10842	Centerpoint Energy		6201350343.000	Natural Gas	8750 E 500 S	21.37	10842e 03/11/2025	
03/11/2025	10842	Centerpoint Energy		6201350343.000	Natural Gas	9859 Irishmans Run Ln	18.83	10842e 03/11/2025	
03/11/2025	10842	Centerpoint Energy		6201350343.000	Natural Gas	7711 Hunt Club Rd	17.98	10842e 03/11/2025	
04/11/2025	11283	Centerpoint Energy		6201350343.000	Natural Gas	210 Raintree Dr	17.98	11283e 04/11/2025	
04/11/2025	11283	Centerpoint Energy		6201350343.000	Natural Gas	8025 Hanley Ln	17.98	11283e 04/11/2025	
04/11/2025	11283	Centerpoint Energy		6201350343.000	Natural Gas	23 Lost Run Ln	17.98	11283e 04/11/2025	
04/11/2025	11283	Centerpoint Energy		6201350343.000	Natural Gas	10295 Pigato Dr	17.98	11283e 04/11/2025	
03/11/2025	10843	Centerpoint Energy		6201350343.000	Natural Gas	5601 W Old 106th ST LFTSTA	21.37	10843e 03/11/2025	
04/11/2025	11283	Centerpoint Energy		6201350343.000	Natural Gas	6900 S Ford Rd	17.98	11283e 04/11/2025	
03/11/2025	10843	Centerpoint Energy		6201350343.000	Natural Gas	11257 Clarkston Rd LFTSTA	21.01	10843e 03/11/2025	
03/11/2025	10842	Centerpoint Energy		6201350343.000	Natural Gas	855 Starkey Rd	1103.13	10842e 03/11/2025	
04/11/2025	11283	Centerpoint Energy		6201350343.000	Natural Gas	9859 Irishmans Run Ln	17.98	11283e 04/11/2025	
03/11/2025	10843	Centerpoint Energy		6201350343.000	Natural Gas	23 Lost Run Ln	17.98	10843e 03/11/2025	
04/11/2025	11283	Centerpoint Energy		6201350343.000	Natural Gas	9355 E 400 S	17.98	11283e 04/11/2025	
04/11/2025	11282	Centerpoint Energy		6201350343.000	Natural Gas	11257 Clarston Rd LFTSTA	21.06	11282e 04/11/2025	
03/11/2025	10843	Centerpoint Energy		6201350343.000	Natural Gas	9355 E 400 S	17.98	10843e 03/11/2025	
03/11/2025	10842	Centerpoint Energy		6201350343.000	Natural Gas	6900 S Ford Rd	17.98	10842e 03/11/2025	
04/11/2025	11282	Centerpoint Energy		6201350343.000	Natural Gas	8750 E 550 S	21.79	11282e 04/11/2025	
04/11/2025	11282	Centerpoint Energy		6201350343.000	Natural Gas	5601 W Old 106th St LFTSTA	20.58	11282e 04/11/2025	
04/11/2025	11282	Centerpoint Energy		6201350343.000	Natural Gas	4566 Summersong Rd	19.70	11282e 04/11/2025	
04/11/2025	11282	Centerpoint Energy		6201350343.000	Natural Gas	10567 Oak Ridge Dr	19.71	11282e 04/11/2025	
04/11/2025	11283	Centerpoint Energy		6201350343.000	Natural Gas	650 Silver Wraith Ct LFTSTA	17.98	11283e 04/11/2025	
03/11/2025	10843	Centerpoint Energy		6201350343.000	Natural Gas	847 Sugarbush Rdg	17.98	10843e 03/11/2025	
03/11/2025	10843	Centerpoint Energy		6201350343.000	Natural Gas	210 Raintree Dr	17.98	10843e 03/11/2025	
03/24/2025	10932	Duo Water Conditioning Inc		6201350344.000	Water-Sewer	Water delivery	28.00	/ /	
03/19/2025	10916	Citizens Energy Group		6201350344.000	Water-Sewer	855 Starkey Rd	326.63	10916e 03/19/2025	
03/19/2025	10916	Citizens Energy Group		6201350344.000	Water-Sewer	410 S 4th St	65.57	10916e 03/19/2025	
03/19/2025	10910	Chase Bank - PCard		6201350364.000	Promotions	Lunch - Hardin - McDonald's	10.65	/ /	
03/19/2025	10910	Chase Bank - PCard		6201350365.000	Vehicle Repair and Maintenance	Carwash - Stogsdill - Crew Carwash	34.99	/ /	
03/25/2025	10969	Safelite Fulfillment Inc		6201350365.000	Vehicle Repair and	Replace Windshield	791.74	/ /	

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					Maintenance					
03/19/2025	10910	Chase Bank - PCard		6201350365.000	Vehicle Repair and Maintenance	Carwash - Hardin - Crew Carwash	39.99	/ /		
03/19/2025	10910	Chase Bank - PCard		6201350365.000	Vehicle Repair and Maintenance	Carwash - Fishel - Crew Carwash	39.99	/ /		
03/24/2025	10938	Jack Doheny Companies Inc		6201350365.000	Vehicle Repair and Maintenance	Vac truck parts	1498.91	/ /		
03/24/2025	10941	Taylor Oil Co Inc		6201350365.000	Vehicle Repair and Maintenance	Oil	414.28	/ /		
03/19/2025	10910	Chase Bank - PCard		6201350365.000	Vehicle Repair and Maintenance	Light Bulbs - Fishel - Napa	99.99	/ /		
04/02/2025	11159	Chase Bank - PCard		6201350365.000	Vehicle Repair and Maintenance	Oil for Trucks - Travelsted - Napa	89.43	/ /		
04/02/2025	11159	Chase Bank - PCard		6201350365.000	Vehicle Repair and Maintenance	Carwash - Stogsdill - Crew Carwash	39.99	/ /		
03/25/2025	10969	Safelite Fulfillment Inc		6201350365.000	Vehicle Repair and Maintenance	Replace Windshield	231.89	/ /		
03/24/2025	10930	Cintas Corporation		6201350366.000	Building Repair & Maintenance Mats		27.24	/ /		
03/24/2025	10930	Cintas Corporation		6201350366.000	Building Repair & Maintenance Mats		27.24	/ /		
03/24/2025	10929	American Pump Repair & Service Inc		6201350367.000	Equipment Repair & Maintenance	Cedar Bend Clamp Rings	3290.00	/ /		
03/19/2025	10910	Chase Bank - PCard		6201350367.000	Equipment Repair & Maintenance	Press Dump Maintenance - Travelsted - Lowes	91.78	/ /		
03/24/2025	10929	American Pump Repair & Service Inc		6201350367.000	Equipment Repair & Maintenance	Lost Rund Pump	8456.00	/ /		
03/26/2025	10976	American Pump Repair & Service Inc		6201350367.000	Equipment Repair & Maintenance	Lost Run Service	350.00	/ /		
03/28/2025	11024	Tyler Everett		6201350367.000	Equipment Repair & Maintenance	Water delivery	2250.00	/ /		
03/19/2025	10910	Chase Bank - PCard		6201350367.000	Equipment Repair & Maintenance	Press Dump Maintenance - Travelsted - Lowes	326.12	/ /		
03/25/2025	10968	Boilermasters Inc		6201350367.000	Equipment Repair & Maintenance	PM Boiler	1537.50	/ /		
03/24/2025	10939	Motion Industries Inc		6201350367.000	Equipment Repair & Maintenance	Fine Screen supplies	485.55	/ /		
03/24/2025	10943	Nugent Inc		6201350367.000	Equipment Repair & Maintenance	Bleach line	229.33	/ /		
03/24/2025	10944	WeatherSTEM Inc		6201350375.000	Contractual Services	Annual Subscription	3000.00	/ /		

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03/11/2025	10844	Citizens Energy Group		6201350375.000	Contractual Services	Zionsville Sewer Dept	250.00	10844e 03/11/2025	
04/11/2025	11284	Citizens Energy Group		6201350375.000	Contractual Services	Zionsville Sewer Department	250.00	11284e 04/11/2025	
03/26/2025	10975	Zionsville Postmaster		6201350375.000	Contractual Services	Annual Presort Fee- 2025	350.00	/ /	
03/11/2025	10837	Jason Chase		6201350395.000	Refunds-Reimbursements	Refund For Sewer	795.21	22028 03/11/2025	
03/18/2025	10897	Darwin Garg		6201350395.000	Refunds-Reimbursements	Refund for Sewer	66.60	22041 03/18/2025	
03/25/2025	10970	Hd Supply Inc		6201350442.000	Infrastructure	Collection supplies	1820.97	/ /	
03/24/2025	10937	Indiana Underground Plant Protection Service Inc		6201350442.000	Infrastructure	February Tickets	535.80	/ /	
03/24/2025	10943	Nugent Inc		6201350442.000	Infrastructure	Willow Rd Force Main	409.83	/ /	
04/02/2025	11159	Chase Bank - PCard		6201350445.000	Equipment	Tools - Hardin - Great Lakes Ace	202.74	/ /	
03/25/2025	10971	Fund 3308 Mthly Sewer Bond Trfr		6201350949.100	Transfer	April Sewer Transfer	64477.13	10971E 04/01/2025	
SubTotal Department 350							296043.38		
SubTotal Fund Number 6201							296043.38		
**Fund Number 6604 Trash									
**Department 850									
03/18/2025	10897	Darwin Garg		6604850395.000	Refunds-Reimbursements	Refund for trash	18.41	22041 03/18/2025	
03/11/2025	10837	Jason Chase		6604850395.000	Refunds-Reimbursements	Refund for BCSW	5.55	22028 03/11/2025	
03/18/2025	10897	Darwin Garg		6604850395.000	Refunds-Reimbursements	Refund for BCSW	0.60	22041 03/18/2025	
03/11/2025	10837	Jason Chase		6604850395.000	Refunds-Reimbursements	Refund for Trash	172.21	22028 03/11/2025	
03/24/2025	10940	Priority Waste LLC		6604850396.000	Trash Fees	February Trash Service	82957.09	10940E 03/24/2025	
03/24/2025	10940	Priority Waste LLC		6604850396.000	Trash Fees	January Trash Service	82957.09	10940E 03/24/2025	
SubTotal Department 850							166110.95		
SubTotal Fund Number 6604							166110.95		
**Fund Number 8976 FSA Fund									
**Department 999									
04/01/2025	11025	The Bancorp Bank N A		8976999127.000	Medical Claims	Medical claims	54.99	11025E 03/31/2025	
04/01/2025	11025	The Bancorp Bank N A		8976999127.000	Medical Claims	Medical claims	30.00	11025E 03/31/2025	
04/01/2025	11025	The Bancorp Bank N A		8976999127.000	Medical Claims	Medical claims	19.57	11025E 03/31/2025	
04/01/2025	11025	The Bancorp Bank N A		8976999127.000	Medical Claims	Medical claims	95.00	11025E 03/31/2025	
04/01/2025	11025	The Bancorp Bank N A		8976999127.000	Medical Claims	Medical claims	23.20	11025E 03/31/2025	

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								CHECK #	DATE	
04/01/2025	11025	The Bancorp Bank N A		8976999127.000	Medical Claims	Medical claims	49.52	11025E	03/31/2025	
04/01/2025	11025	The Bancorp Bank N A		8976999127.000	Medical Claims	Medical claims	407.13	11025E	03/31/2025	
04/01/2025	11025	The Bancorp Bank N A		8976999127.000	Medical Claims	Medical claims	150.10	11025E	03/31/2025	
04/01/2025	11025	The Bancorp Bank N A		8976999127.000	Medical Claims	Medical claims	30.00	11025E	03/31/2025	
03/12/2025	10855	WEX Health Inc		8976999323.100	FSA Fees	FSA Monthly Admin Fee	52.00	10855e	03/12/2025	
04/08/2025	11221	WEX Health Inc		8976999323.100	FSA Fees	FSA Monthly Admin Fee	56.00	11221e	04/08/2025	
SubTotal Department 999							967.51			
SubTotal Fund Number 8976							967.51			
*** GRAND TOTAL ***							5126890.13			



Administration Update

April 21, 2025

Comprehensive Plan

uniquelyzionsville.com



ZIONSVILLE

Village Restrooms

- DPW
- Parks
- IT
- Fire Department
- Planning



2024 Year End Financial Report

- All accounts reconciled
- All reporting up to date
- Credit rating restored



State Legislature

- Session ends April 29, 2025
- Current revenue projections (from LSA) will be added once received
- 2026 _____
- 2027 _____
- 2028 _____



ZFD Wins Worldwide EMS Competition

- Fire Department Instructors Conference (FDIC)
- Team Members:
 - Brian Blazak
 - Ray Kline
 - Dully Abamislino
 - Jeremy Anker



9/11 Memorial Stair Climb

- 20 ZFD firefighters took part (also Councilor Norris)
- Money raised goes to FDNY CSU





Thank You

April 21, 2025

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

PROJECT AGREEMENT

THIS PROJECT AGREEMENT (“**Agreement**”) is made and entered into this ____ day of _____, 2025, by and among the Town of Zionsville Redevelopment Commission, a commission of the Town of Zionsville, Indiana, existing and authorized pursuant to Ind. Code § 36-7-14 *et seq.* (the “**Commission**”), and the Club at Holliday Farms, LLP, an Indiana limited liability partnership (together with any affiliate thereof, “**Developer**” which, like the Commission, may be referred to herein as a “**Party**” and together with the Commission, the “**Parties**”), as follows:

WITNESSETH:

WHEREAS, the Commission has determined that growing the residential and commercial tax base in the Town of Zionsville, Indiana (the “**Town**”), will, among other benefits, have a positive economic impact on the Town and is, therefore, in the best interest of the citizens of the Town; and

WHEREAS, to aid in the growth of the residential and commercial tax base, the Commission desires to encourage and support quality commercial and residential development in the Town; and

WHEREAS, Developer has heretofore developed a single-family residential community known as Holliday Farms (the “**Phase I Holliday Project**”), including but not limited to, infrastructure improvements, together with all necessary appurtenances, related improvements and equipment, to support the Phase I Holliday Project (the “**Phase I Holliday Infrastructure**”);

WHEREAS, Developer has procured and is developing approximately sixty-four (64) acres of real property in the southeast quadrant of Cherwell Drive and Michigan Road, Zionsville, Indiana, specifically described on Exhibit A, attached hereto and incorporated herein (the “**Property**”); and

WHEREAS, Developer intends to design and construct a mixed-use development on the Property called “Holliday Marketplace” in one or more phases, which shall consist of all or a portion of the design, construction and equipping of certain improvements, including but not limited to, infrastructure improvements, together with all necessary appurtenances, related improvements and equipment, to support the development of various commercial and retail outlots, along with approximately fifty (50) town homes (collectively, the “**Phase II Holliday Project**”, and, together with the Phase I Holliday Project, the “**Holliday Project**”); and

WHEREAS, in connection with the development of the Phase II Holliday Project, Developer intends to construct and provide for certain public infrastructure and benefits, including, but not limited to: (i) certain improvements to Turkeyfoot Trail, (ii) public trail along Marketplace, (iii) the Commercial Infrastructure (as defined herein), and (iv) infrastructure improvements, together with all necessary appurtenances, related improvements and equipment, to support the development of the Phase II Holliday Project (collectively, the “**Phase II Holliday Infrastructure**”, and, together with the Phase I Holliday Infrastructure, the “**Holliday Infrastructure**”), all as further described on Exhibit B, attached hereto and incorporated herein;

and

WHEREAS, the Commission desires to support the Holliday Project and the Holliday Infrastructure; and

WHEREAS, the Commission on or around September 23, 2019, adopted a declaratory resolution (“**Declaratory Resolution**”) establishing the “Holliday Farms Economic Development Area” (the “**Area**”) located in the Town and on the Property, and, following a public hearing, the Declaratory Resolution was confirmed by a confirmatory resolution adopted on December 23, 2019 (the “**Confirmatory Resolution**” and, together with the Declaratory Resolution, the “**Area Resolution**”), which Area Resolution was subsequently amended by the Commission through the adoption of an amended declaratory resolution on or around March 26, 2024, and confirmed by an amended confirmatory resolution adopted on May 28, 2024;

WHEREAS, within the Area, an allocation area known as the “Holliday Farms Allocation Area” (the “**Allocation Area**”) has been established for the purpose of capturing the incremental real estate taxes generated, in part, as a result of the construction of the Holliday Project (the “**Holliday Tax Increment**”); and

WHEREAS, the Town has agreed to issue one (1) or more series of the “Town of Zionsville, Indiana, Taxable Economic Development Revenue Bonds, Series _____,” pursuant to Ind. Code §36-7-11.9 and -12 *et. seq.* in a maximum par amount that Developer and the Town jointly determine will ensure that eighty percent (80%) of the Holliday Tax Increment is utilized to pay debt service on the bonds (individually or collectively, the “**Holliday Bonds**”), which proceeds shall be made available to the Developer to pay or reimburse the Developer for all or any portion of the costs associated with the Holliday Infrastructure; and

WHEREAS, to stimulate and induce the development and completion of the Holliday Project, the Commission has agreed, subject to further proceedings as required by law, to provide the economic development incentives described herein and perform its obligations under this Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties do hereby agree as follows:

ARTICLE I. RECITALS

The representations, covenants and recitations set forth in the foregoing recitals are material to this Agreement and are hereby incorporated into and made a part of this Agreement as though they were fully set forth in this Article I.

ARTICLE II. MUTUAL ASSISTANCE

The Parties agree, subject to further proceedings required by law, to take such commercially reasonable actions, including the execution and delivery of such documents, instruments, petitions and certifications, as may be necessary or appropriate from time to time, to carry out the terms, provisions and intent of this Agreement and to aid and assist each other in

carrying out said terms, provisions and intent of this Agreement.

ARTICLE III. DEVELOPER OBLIGATION

Section 3.01. Project Obligations. In consideration of and as a material inducement for the Commission satisfying in full its obligations hereunder and the taking of certain other actions by the Commission all as described herein, Developer shall fully satisfy each of the following commitments (individually or collectively, the “**Project Obligations**”):

A. Infrastructure.

(i) Developer shall have the Property subdivided pursuant to the Laws (the “**Commercial Subdivision**”). For purposes of this Agreement, the term “**Laws**” shall mean all current and applicable laws, statutes, ordinances, building codes, governmental or judicial rules, regulations, guidelines, judgments, order, and/or decrees, including but not limited to all applicable environmental laws and the Title XIX of the Town’s Code of Ordinances;

(ii) Developer will develop and construct the Phase II Holliday Project, including the construction and installation of improvements to the Commercial Subdivision including but not limited to public streets, sidewalks and walking trails, storm water drainage facilities and detention areas, sanitary sewers, and the extension of utility mains necessary to serve all lots and uses planned for the Commercial Subdivision (the “**Commercial Infrastructure**”), as further described on Exhibit B, and subject to final engineering and design plans approved by the Town pursuant to the Laws;

B. Construction. Subject to the terms and conditions of this Agreement, the Town's issuance of the Holliday Bonds, and the Developer being issued the Required Permits (as hereinafter defined) for such construction within a customary and reasonable period, it is Developer’s intent to Commence Construction (as hereinafter defined) of the Phase II Holliday Project, by or before a date that is ninety (90) days after the issuance of the Holliday Bonds. For purposes of this Agreement, (1) in any tense, “**Commence Construction**” shall mean the commencement of construction (which shall include the commencement of work on the Phase II Holliday Project in connection with the construction of any infrastructure) of any infrastructure within the Phase II Holiday Project by Developer, pursuant to Required Permits; and (2) “**Required Permits**” shall mean all permits, licenses, approvals, and consents required by the Laws for construction and use of the Phase II Holliday Project and the particular infrastructure being constructed concurrently within the Phase II Holliday Project. Developer shall use commercially reasonable efforts to complete the construction of the Phase II Holliday Project in accordance with the “Holliday Farms Planned Unit Development” standards previously adopted by the Town, and in a commercially reasonable amount of time after it Commences Construction thereof as described in this paragraph above, subject to Force Majeure.

C. Bond Purchase. Subject to the terms and conditions of this Agreement, Developer or an affiliate of Developer (an entity controlled by or under common control with Developer or its majority member), or a third party identified by Developer will purchase the Holliday Bonds.

Notwithstanding the foregoing, Developer, on its behalf and on behalf of its affiliate or the third-party purchaser, reserves the right to transfer the Holliday Bonds at any time provided such transferor complies with all applicable securities laws. Developer shall be exclusively responsible for all bond issuance costs and administrative fees, including bond, advisor and other counsel fees for both Commission and Developer, which amounts shall be paid from bond proceeds (including, without limitation, available tax increment within the Allocation Area). Notwithstanding the foregoing, any fees of the Commission (i.e., fees of counsel and financial advisor to the Commission) shall not exceed One Hundred Fifty Thousand Dollars (\$150,000).

D. Tax Covenant. Until such time as the Holliday Bonds, as applicable, shall have been fully paid, or provision for the payment thereof shall have been made in accordance with the indenture pursuant to which the Holliday Bonds have been issued, Developer covenants to pay all property tax bills for the Property or the Phase II Holliday Project, respectively, before the tax bills are delinquent.

E. Nonprofit Entities. Developer on its own behalf and on behalf of its respective successors and/or assigns, hereby covenants not to convey fee title to the real property owned by it to any nonprofit entities unless such entities first enter into an agreement, in form and substance acceptable to the Town and the Commission, to make payments in lieu of taxes with respect to such parcel or parcels. Any such conveyance shall be subject to the covenant contained herein and each grantee, by acceptance of a deed for any such property hereby agrees not to convey any portion of the Property subject to the Holliday Bonds to a tax-exempt nonprofit entity while the Holliday Bonds are still outstanding.

F. *[Intentionally Omitted]*

G. The Loan Agreement. Developer covenants to perform all obligations of “Borrower” under the Loan Agreement to be executed by Developer and the Town regarding repayment of the Holliday Bonds (the “**Loan Agreement**”). The terms of the Loan Agreement are herein incorporated into this Agreement by reference. Any conflict between this Agreement and the Loan Agreement shall be resolved in favor of the terms of the Loan Agreement.

C. Compliance with the Laws. At all times during development and construction of the Phase II Holliday Project, Developer shall comply with the Laws.

Section 3.02. Conditions to Developer’s Obligations. Performance by Developer of the Project Obligations is expressly conditioned on Developer obtaining or determining in its reasonable discretion that it can obtain all Required Permits, approvals, and other authorizations for development and construction of the Phase II Holliday Project, including, but not limited to, the following:

A. Zoning. Developer will obtain from the applicable zoning authorities all approvals and permits required in Developer’s reasonable discretion for the Phase II Holliday Project, such approvals not to be unreasonably withheld, conditioned or delayed so long as Developer complies with the then-applicable Laws.

B. Re-platting. If Developer determines that a plat amendment, vacation of plat or

re-plat is necessary for the Phase II Holliday Project, Developer will obtain from the Town of Zionsville Plan Commission any and all approvals necessary for such plat change, such approvals not to be unreasonably withheld, conditioned or delayed so long as Developer complies with the then-applicable Laws.

ARTICLE IV. TOWN/COMMISSION OBLIGATIONS

In consideration of and as a material inducement for Developer for satisfying its obligations with respect to the Phase II Holliday Project: (a) the Commission shall use its best efforts to cause the Town to issue the Holliday Bonds, provided that the foregoing obligation shall be subject to any and all further proceedings required by the Laws; and (b) the Commission, subject to further proceedings required by the Laws, shall pledge 80% of the Holliday Tax Increment to the repayment of the Holliday Bonds.

ARTICLE VI. INDEMNIFICATION

Developer shall indemnify and hold harmless the Commission from and against any and all claims arising from or connected with: (a) breaches by Developer under contracts to which Developer is a direct party, to the extent that such contracts relate to the performance of any work on the Property by Developer or any party acting by, under, through, or on behalf of Developer; (b) injury to, or death of, persons or loss of, or damage to, property, suffered in connection with performance of any work on the Property by Developer or any party acting by, under, through, or on behalf of Developer; or (c) the breach by Developer of any term or condition of this Agreement. Notwithstanding anything to the contrary set forth herein, Developer's obligations under this Section shall survive the termination of this Agreement. Notwithstanding the foregoing, Developer shall have no obligation to indemnify any beneficiary of this indemnity to the extent any such claim(s) arise partially or entirely due to the negligent acts or omissions of such beneficiary.

ARTICLE VII. ASSIGNMENT

Without the prior written approval of the Commission, such not to be unreasonably withheld, delayed or conditioned, Developer shall not assign this Agreement to an unrelated third party prior to substantial completion of the Phase II Holliday Project. Without the prior approval of any other Party: (A) the Commission may assign this Agreement to another agency or instrumentality of the Commission that legally is able to perform the respective obligations hereunder (if any); (B) Developer may assign this Agreement, or its interest herein, to any affiliated entity; and (C) Developer may collaterally assign this Agreement to any lender providing financing for the Phase II Holliday Project. Notwithstanding any assignment permitted under this Section, the Commission, or Developer, as the case may, shall remain liable to perform all of the terms and conditions to be performed by it under this Agreement, and the approval by any other party of any assignment shall not release any of the Commission or Developer, as the case may be, from such performance; provided that, if the Commission assigns this Agreement to another agency or instrumentality of Town, or if Developer assigns this Agreement to another entity owned and/or controlled by Developer, that: (Y) has full power and authority to accept an assignment of this Agreement and carry out the respective obligations hereunder; and (X) expressly assumes all such obligations in writing; then the Commission and/or Developer, as applicable, shall be released from liability under this Agreement for all obligations first to be performed after the date of such

assignment and assumption.

ARTICLE VIII. ADDITIONAL PROVISIONS

Section 8.01. Breach and Remedies.

A. Right to Cure. Before any failure of any Party of this Agreement to perform its obligations under this Agreement shall be deemed to be a breach of this Agreement, the Party claiming such failure shall notify, in writing, the party alleged to have failed to perform such obligation and shall demand performance. No breach of this Agreement may be found to have occurred if performance has commenced to the reasonable satisfaction of the complaining Party within thirty (30) days of the receipt of such notice.

B. Payment of Commission Fees upon Agreement Termination.

(i) If Developer fails or refuses to buy or is unable to place the Holliday Bonds as contemplated by this Agreement, the Commission will have the right to terminate this Agreement. In the event the Commission terminates this Agreement due to the failure or refusal of Developer to buy or inability to place the bonds, the Commission will be entitled to recover from the Developer the Town's reasonable expenses for attorney's fees, bond attorney's fees, financial advisor fees, and other expenses incurred in its performance of this Agreement and preparation of the bonds for issuance (which amount may be paid through available tax increment within the Allocation Area).

(ii) If the Town is unable to issue the Holliday Bonds for failure of the Town Council of the Town, the Commission, the Economic Development Commission, or any other Town body, agency, or commission to carry out the approvals necessary to issue the Holliday Bonds, Developer will have the right to terminate this Agreement. In the event the Developer terminates this Agreement under this subsection (B)(ii), Developer shall not be liable to the Commission or the Town for any expenses incurred by the Commission or the Town related to this Agreement.

C. Failure of Developer to Commence Construction. In addition, if Developer fails or refuses to Commence Construction of the Phase II Holliday Project on or before the date set forth in Section 3.01(B) hereof, subject to Force Majeure, then, at any time thereafter but prior to construction commencement, the Commission may elect to terminate this Agreement, in which case all obligations of the Parties, other than those specified herein as surviving termination, shall terminate and be of no further force or effect.

D. Sole Remedy. Termination of this Agreement shall be the sole remedy available to the Commission during the continuance of a breach of this Agreement by any other Party. For purposes of clarity, and notwithstanding anything to the contrary set forth herein: (a) this Agreement is not to be interpreted as being "cross-defaulted" with any of the documents evidencing or securing the Holliday Bonds (the "**Holliday Bond Documents**") and, accordingly, a breach of this Agreement in and of itself shall not constitute a breach, default, or "Event of Default" under the Holliday Bond Documents; and (b) if this Agreement is terminated, then such termination shall have no effect on the issuance of the Holliday Bonds, the pledge of the Holliday

Tax Increment to payment of the debt service on the Holliday Bonds, or Developer's use of the proceeds of the Holliday Bonds, all of which shall be governed by the Holliday Bond Documents.

E. Stand-Alone. For purposes of clarity, the obligations of Developer under this Agreement stand-alone (and are not collective, joint, or several), and no such obligations are cross-defaulted. Developer shall be solely responsible hereunder for all obligations with respect to the Holliday Project, the Holliday Bonds, the Project Obligations specifically related to the Holliday Project, and procuring permits, approvals and other obligations hereunder related to the Holliday Project, and the Commission shall have no obligations or responsibilities with respect thereto.

Section 8.02. Notice. Any notice required or permitted to be given by any party to this Agreement shall be in writing, and shall be given (and deemed to have been given) when delivered:

To the Commission: Justin Hage, Deputy Mayor
1100 W. Oak Street
Zionsville, IN 46077
jhage@zionsville-in.gov

With a copy to: Jon Oberlander, Town Attorney
1100 W. Oak Street
Zionsville, IN 46077
joberlander@zionsville-in.gov

To Developer: The Club at Holliday Farms, LLP
1310 US-421
Zionsville, IN 46077
Attn: Steve Henke
Email: Steve.Henke@henkedevlopment.com

With a copy to: Barnes & Thornburg LLP
11 South Meridian Street
Indianapolis, IN 46204
Attn: Christopher P. Greisl
Email: Chris.Greisl@btlaw.com

Any party may change its address for notice from time to time by delivering notice to the other party as provided above.

Section 8.03. Authority. Each undersigned person executing this Agreement on behalf of a Party represents and certifies that: (a) he or she has been empowered and authorized by all necessary action of such Party to execute and deliver this Agreement; (b) he or she has full capacity, power, and authority to enter into and carry out this Agreement; and (c) the execution, delivery, and performance of this Agreement duly have been authorized by such Party; provided, however, the ability of the Commission to perform under this Agreement is subject to completion of certain procedures required by the Laws, which procedures the Commission agrees to undertake (or cause to be undertaken) with diligence and in good faith.

Section 8.04. Force Majeure. Notwithstanding anything to the contrary set forth herein, if any Party is delayed in, or prevented from, observing or performing any of its obligations under, or satisfying any term or condition of, this Agreement as a result of Force Majeure, then: (a) the Party asserting Force Majeure shall deliver written notice to the other Parties; (b) such observation, performance, or satisfaction shall be excused for the period of days that such observation, performance, or satisfaction is delayed or prevented; and (c) the deadlines for observation, performance, and satisfaction, as applicable, shall be extended for the same period. For purposes of this Agreement, the term “Force Majeure” shall mean any cause that is not within the reasonable control of a Party, including, without limitation: (a) inclement weather; (b) the unavailability of materials, equipment, services, or labor, including, without limitation, unavailability due to ongoing global supply chain shortages; (c) utility or energy shortages or acts or omissions of public utility providers; (d) unexpected or extensive delays in procuring Required Permits, zoning or other approvals necessary to perform such Party’s obligations hereunder; or (e) any delay resulting from pandemics, epidemics, or other public health emergencies (including, without limitation, COVID-19) and/or related restrictions; provided that a Party’s failure to anticipate normal and customary delays due to weather shall not be deemed Force Majeure.

Section 8.05. Merger. All prior agreements, understandings, and commitments are hereby superseded, terminated, and merged herein, and shall be of no further force or effect.

Section 8.06. Miscellaneous. Subject to Article VII, this Agreement shall inure to the benefit of, and be binding upon, each Party hereto and its respective successors and assigns. This Agreement may be signed in one or more counterparts, each of which shall constitute one and the same instrument. This Agreement shall be governed by, and construed in accordance with, the Laws. All proceedings arising in connection with this Agreement shall be tried and litigated only in the state courts in Boone County, Indiana, or the federal courts with venue that includes Boone County, Indiana. Each Party waives, to the extent permitted under applicable law: (a) the right to a trial by jury; and (b) any right such Party may have to: (i) assert the doctrine of “forum non conveniens”; or (ii) object to venue. This Agreement may be modified only by a written agreement signed by all Parties. The invalidity, illegality, or unenforceability of any one or more of the terms and conditions of this Agreement shall not affect the validity, legality, or enforceability of the remaining terms and conditions hereof. All Exhibits to this Agreement are attached hereto and incorporated herein by reference. Time is of the essence in this Agreement. If any provision of this Agreement or application to any party or circumstances shall be determined by any court of competent jurisdiction to be invalid and unenforceable to any extent, the remainder of this Agreement or the application of such provision to such person or circumstances, other than those as to which it is so determined invalid or unenforceable, shall not be affected thereby, and each provision hereof shall be valid and shall be enforced to the fullest extent permitted by law; provided that, in lieu of such invalid or unenforceable provision, there will be added to this Agreement a provision as similar to the invalid or unenforceable provision as is possible to reflect the intent of the parties and still be valid and enforceable. The captions in this Agreement are inserted only as a matter of convenience and for reference and in no way define, limit, or describe the scope of this Agreement or the scope or content of any of its provisions. Nothing contained in this Agreement shall be construed to create a partnership or joint venture between or among the Parties or their successors in interest. Unless otherwise specified, in computing any period of time described

herein, the day of the act or event after which the designated period of time begins to run is not to be included and the last day of the period so computed is to be included, unless such last day is a Saturday, Sunday or legal holiday for national banks in the location where the Property is located, in which event the period shall run until the end of the next day which is neither a Saturday, Sunday, or legal holiday.

Exhibits:

Exhibit A: Property
Exhibit B: Holliday Infrastructure
Exhibit C: Site Plan

IN WITNESS WHEREOF, the Commission and Developer have executed this Project Agreement as of the day and year first written above.

[Signatures on Following Pages]

“COMMISSION”

TOWN OF ZIONSVILLE
REDEVELOPMENT COMMISSION

By: _____
_____, President

ATTEST:

By: _____
_____, Secretary

“DEVELOPER”

THE CLUB AT HOLLIDAY FARMS, LLP

By: _____
Steve Henke

Its: _____
(Title)

EXHIBIT A **THE PROPERTY**

A part of the East Half of Section 23, part of the Southwest Quarter of Section 24, and part of the Northwest Quarter of Section 25, all in Township 18 North, Range 2 East, Boone County, Indiana more particularly described as follows:

Beginning at the Southeast corner of the Southeast Quarter of said Section 23; thence North 00 degrees 42 minutes 23 seconds West (bearing assumed) along the East line of said Southeast Quarter 34.49 feet to a Northeast corner of Lot A3 in the record plat of The Club at Holliday Farms – Section 1 as recorded in Instrument Number 2019-005103 [Plat Book 27, Page 15] in the Office of the Recorder of Boone County, Indiana, the next eleven (11) courses are along the East boundary of said plat: (1) thence South 89 degrees 24 minutes 04 seconds West 61.11 feet; (2) thence North 64 degrees 55 minutes 09 seconds West 114.33 feet; (3) thence North 12 degrees 32 minutes 55 seconds West 216.94 feet; (4) thence North 25 degrees 45 minutes 30 seconds West 301.08 feet; (5) thence North 21 degrees 56 minutes 49 seconds West 350.43 feet; (6) thence North 09 degrees 39 minutes 48 seconds West 189.97 feet; (7) thence North 21 degrees 49 minutes 01 seconds West 143.24 feet; (8) thence South 80 degrees 20 minutes 12 seconds West 143.21 feet; (9) thence South 21 degrees 49 minutes 01 seconds East 18.41 feet; (10) thence South 68 degrees 10 minutes 59 seconds West 60.00 feet along the end of Cherwell Drive (Common Area A – Private Street) in said Section 1 subdivision; (11) thence South 80 degrees 20 minutes 12 seconds West 135.00 feet to the Northwest corner of Lot B12 in said subdivision; thence North 23 degrees 28 minutes 14 seconds West 101.65 feet; thence North 04 degrees 14 minutes 47 seconds West 202.42 feet; thence North 11 degrees 34 minutes 54 seconds West 200.07 feet; thence North 01 degrees 02 minutes 30 seconds West 102.26 feet; thence North 20 degrees 31 minutes 41 seconds West 100.84 feet; thence North 08 degrees 32 minutes 50 seconds West 100.32 feet; thence North 33 degrees 46 minutes 57 seconds West 94.50 feet; thence North 26 degrees 43 minutes 03 seconds West 281.79 feet; thence North 81 degrees 57 minutes 10 seconds West 69.18 feet; thence North 66 degrees 00 minutes 22 seconds West 43.21 feet; thence North 20 degrees 54 minutes 56 seconds West 75.04 feet; thence North 87 degrees 48 minutes 21 seconds East 298.70 feet; thence North 66 degrees 52 minutes 45 seconds West 116.93 feet; thence South 87 degrees 48 minutes 21 seconds West 370.75 feet to a non-tangent curve to the right having a radius of 350.00 feet, the radius point of which bears North 89 degrees 24 minutes 33 seconds West; thence southerly along said curve 60.63 feet to a point which bears South 79 degrees 29 minutes 03 seconds East from said radius point to a North line of Lot C15 in said Section 1 subdivision; thence South 87 degrees 48 minutes 21 seconds West 20.53 feet along said North line to the Northeast corner of Dartmoor Way in said subdivision; thence North 78 degrees 41 minutes 59 seconds West 60.00 feet across said right-of-way to a non-tangent curve to the left having a radius of 270.00 feet, the radius point of which bears North 78 degrees 41 minutes 59 seconds West; thence northerly along said curve 73.25 feet to a point which bears North 85 degrees 45 minutes 25 seconds East from said radius point; thence North 04 degrees 14 minutes 35 seconds West 129.48 feet to a curve to the left having a radius of 20.00 feet, the radius point of which bears South 85 degrees 45 minutes 25 seconds West; thence northwesterly along said curve 30.70 feet to a point which bears North 02 degrees 11 minutes 39 seconds West from said radius point; thence North 02 degrees 11 minutes 39 seconds West 60.00 feet to a non-tangent curve to the right having a radius of 80.00 feet, the radius point of which bears South 02 degrees 11 minutes 39 seconds East; thence southeasterly along said curve 76.58 feet to a point which bears North 52 degrees 38 minutes 59 seconds East from said radius point; thence North 55 degrees 56 minutes 55 seconds East 111.66 feet; thence North 01 degrees 22 minutes 35 seconds West 153.42 feet; thence North 88 degrees 37 minutes 25 seconds East 971.27 feet to the West Right-of-way line of U.S. Highway 421 per State Highway Plans, Project No. 221 Sec A; thence North 88 degrees 37 minutes 25 seconds East 74.27 feet to the centerline of said Highway; thence South 20 degrees 53 minutes 57 seconds East 2398.98 feet to a Northeast corner of U.S. Highway 421 as platted on said Section 1 Subdivision, the next fourteen (14) courses are along the boundary of said Section 1: (1) thence South 69 degrees 06 minutes 03 seconds West 70.00 feet; (2) thence South 20 degrees 53 minutes 57 seconds East 1110.16 feet to the northerly line of the Holliday Farms Boulevard in said Section 1 Subdivision; (3) thence South 69 degrees 12 minutes 03 seconds West 43.14 feet to a non-tangent curve to the right having a radius of 35.00 feet, the radius point of which bears North 09 degrees 49 minutes 53 seconds East; (4) thence northwesterly along said curve 14.58 feet to a point which bears South 33 degrees 42 minutes 13 seconds West from said radius point to a reverse curve to the left having a radius of 90.00 feet, the radius point of which bears South 33 degrees 42 minutes 13 seconds West; (5) thence westerly along said curve 117.15 feet to a point which bears North 40 degrees 52 minutes 35 seconds West from said radius point; (6) thence South 49 degrees 07 minutes 25 seconds West 40.96 feet to a curve to the right having a radius of 75.00 feet, the radius point of which bears North 40 degrees 52 minutes 35 seconds West; (7) thence westerly along said curve 72.97 feet to a point which bears South 14 degrees 52 minutes 09 seconds West from said radius point; (8) thence North 75 degrees 07 minutes 51 seconds West 205.39 feet; (9) thence North 14 degrees 52 minutes 09 seconds East 215.83 feet; (10) thence North 34 degrees 49 minutes 50 seconds West 39.19 feet; (11) thence North 53 degrees 49 minutes 12 seconds West 56.06 feet; (12) thence North 47 degrees 16 minutes 57 seconds West 55.62 feet; (13) thence North 33 degrees 26 minutes 07 seconds West 29.99 feet; (14) thence North 58 degrees 56 minutes 05 seconds West 101.85 feet to the Northwest corner of Lot A2 in said section 1 Subdivision; thence South 89 degrees 29 minutes 00 seconds West 132.00 feet across the North line of Cox Cemetery to the West line of said Northwest Quarter of Section 25; thence North 00 degrees 32 minutes 35 seconds West 98.94 feet along the West line of said Northwest Quarter to the Northwest corner of said Northwest Quarter and the POINT OF BEGINNING containing 64.170 acres, more or less.

Subject to any and all easements, right-of-way, covenants, conditions and restrictions of record.

EXHIBIT B

The Holliday Infrastructure

The Holliday Infrastructure consists of infrastructure improvements, together with all necessary appurtenances, related improvements and equipment, to support the development of the Holliday 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.

EXHIBIT C
SITE PLAN
PHASE II HOLLIDAY PROJECT



TOWN OF ZIONSVILLE REDEVELOPMENT COMMISSION

RESOLUTION NO. _____

RESOLUTION OF THE TOWN OF ZIONSVILLE
REDEVELOPMENT COMMISSION PLEDGING PLEDGE
HOLLIDAY FARMS TIF REVENUES

WHEREAS, the Town of Zionsville (“**Town**”) Redevelopment Commission (“**Commission**”) adopted a declaratory resolution on September 23, 2019 (“**Declaratory Resolution**”), establishing the boundaries of the Holliday Farms Economic Development Area (“**Area**”), and the Declaratory Resolution was confirmed by a confirmatory resolution on December 23, 2019 (“**Confirmatory Resolution**”);

WHEREAS, the Declaratory Resolution and the Confirmatory Resolution are hereinafter collectively referred to as the “**Area Resolution**”;

WHEREAS, the Area Resolution was subsequently amended by the Commission through the adoption of an amended declaratory resolution on or around March 26, 2024, and confirmed by an amended confirmatory resolution adopted on May 28, 2024;

WHEREAS, the Area Resolution approved the Economic Development Plan for the Area (“**Plan**”), which Plan contained specific recommendations for economic development in the Area;

WHEREAS, the Area Resolution created the Holliday Farms Allocation Area, as an allocation area in accordance with Indiana Code §36-7-14-39, for the purpose of capturing all real property tax proceeds from assessed valuation of property in the Allocation Area in excess of the assessed valuation described in Ind. Code §36-7-14-39(a)(1), as such statutory provision exists on the date of issuance of the hereinafter defined Bonds (“**Tax Increment**”);

WHEREAS, the Town is issuing its Taxable Economic Development Revenue Bonds, Series 2025 (Holliday Farms Project) (collectively, “**Bonds**”), in one or more series, pursuant to a Trust Indenture (“**Trust Indenture**”), between the Town and [Old National Wealth Management] as trustee for the Bonds, the proceeds of which will be used to finance, including the reimbursement of 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 (collectively, “**Project**”) in or physically connected to the Area and costs of issuance, pursuant to a Loan Agreement, dated as of [May 1, 2025] (“**Loan Agreement**”), between The Club at Holliday Farms, LLP (“**Company**”) and the Town;

WHEREAS, in order to finance the Project, the Commission has determined that it is in the best interest of the Town and its residents to pledge Eighty Percent (80%) of the real property Tax Increment collected in the Allocation Area (the “**Pledge Holliday Farms TIF Revenues**”),

received by the Commission and herein pledged to the payment of the debt service on the Bonds for so long as the Bonds remain outstanding;

WHEREAS, the Commission believes that pledging the Pledge Holliday Farms TIF Revenues will help further the accomplishment of the Plan;

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

1. The Commission hereby finds that the pledge of Pledge Holliday Farms TIF Revenues to finance the Project will help accomplish the Plan for the Area and will promote the economic development and redevelopment of the Town and the Area.

2. The Commission hereby irrevocably pledges the Pledged Holliday Farms TIF Revenues to the payment of debt service on the Holliday Bonds for a term of years not to exceed the earlier of (i) twenty-five years following the date of issuance of the Bonds or (ii) the date on which the Bonds are fully paid and no longer outstanding. There are no prior liens, encumbrances, or other restrictions on the Commission's ability to pledge the Pledge Holliday Farms TIF Revenues.

3. For so long as the Bonds are outstanding, to the extent the Pledge Holliday Farms TIF Revenues exceed the amount necessary to pay debt service on the Bonds, any excess Pledge Holliday Farms TIF Revenues shall be used in the following order of priority: (a) to pay unpaid prior debt service on the Bonds; (b) to satisfy any reimbursement obligations due to Company pursuant to the Trust Indenture; and (c) to effect the redemption of the Bonds.

4. The Commission reserves the right to enter into other obligations or leases payable from Tax Increment, in whole or in part, and to pledge twenty percent (20%) of the Tax Increment retained by the Commission and not part of the Pledged Holliday Farms TIF Revenues.

5. For so long as the Bonds are outstanding, the Commission will not enter into any obligations or leases payable from the Pledge Holliday Farms TIF Revenues.

6. This resolution shall be effective upon passage.

Adopted _____, 2025.

TOWN OF ZIONSVILLE REDEVELOPMENT
COMMISSION

President

Vice President

Secretary

Member

Member

Attest:

Secretary

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
----------------------------------	--	---------------------------------------	---

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

PROJECT AGREEMENT

THIS PROJECT AGREEMENT (“**Agreement**”) is made and entered into this ____ day of _____, 2025, by and among the Town of Zionsville Redevelopment Commission, a commission of the Town of Zionsville, Indiana, existing and authorized pursuant to Ind. Code § 36-7-14 *et seq.* (the “**Commission**”), and the Club at Holliday Farms, LLP, an Indiana limited liability partnership (together with any affiliate thereof, “**Developer**” which, like the Commission, may be referred to herein as a “**Party**” and together with the Commission, the “**Parties**”), as follows:

WITNESSETH:

WHEREAS, the Commission has determined that growing the residential and commercial tax base in the Town of Zionsville, Indiana (the “**Town**”), will, among other benefits, have a positive economic impact on the Town and is, therefore, in the best interest of the citizens of the Town; and

WHEREAS, to aid in the growth of the residential and commercial tax base, the Commission desires to encourage and support quality commercial and residential development in the Town; and

WHEREAS, Developer has heretofore developed a single-family residential community known as Holliday Farms (the “**Phase I Holliday Project**”), including but not limited to, infrastructure improvements, together with all necessary appurtenances, related improvements and equipment, to support the Phase I Holliday Project (the “**Phase I Holliday Infrastructure**”);

WHEREAS, Developer has procured and is developing approximately sixty-four (64) acres of real property in the southeast quadrant of Cherwell Drive and Michigan Road, Zionsville, Indiana, specifically described on Exhibit A, attached hereto and incorporated herein (the “**Property**”); and

WHEREAS, Developer intends to design and construct a mixed-use development on the Property called “Holliday Marketplace” in one or more phases, which shall consist of all or a portion of the design, construction and equipping of certain improvements, including but not limited to, infrastructure improvements, together with all necessary appurtenances, related improvements and equipment, to support the development of various commercial and retail outlots, along with approximately fifty (50) town homes (collectively, the “**Phase II Holliday Project**”, and, together with the Phase I Holliday Project, the “**Holliday Project**”); and

WHEREAS, in connection with the development of the Phase II Holliday Project, Developer intends to construct and provide for certain public infrastructure and benefits, including, but not limited to: (i) certain improvements to Turkeyfoot Trail, (ii) public trail along Marketplace, (iii) the Commercial Infrastructure (as defined herein), and (iv) infrastructure improvements, together with all necessary appurtenances, related improvements and equipment, to support the development of the Phase II Holliday Project (collectively, the “**Phase II Holliday Infrastructure**”, and, together with the Phase I Holliday Infrastructure, the “**Holliday Infrastructure**”), all as further described on Exhibit B, attached hereto and incorporated herein;

and

WHEREAS, the Commission desires to support the Holliday Project and the Holliday Infrastructure; and

WHEREAS, the Commission on or around September 23, 2019, adopted a declaratory resolution (“**Declaratory Resolution**”) establishing the “Holliday Farms Economic Development Area” (the “**Area**”) located in the Town and on the Property, and, following a public hearing, the Declaratory Resolution was confirmed by a confirmatory resolution adopted on December 23, 2019 (the “**Confirmatory Resolution**” and, together with the Declaratory Resolution, the “**Area Resolution**”), which Area Resolution was subsequently amended by the Commission through the adoption of an amended declaratory resolution on or around March 26, 2024, and confirmed by an amended confirmatory resolution adopted on May 28, 2024;

WHEREAS, within the Area, an allocation area known as the “Holliday Farms Allocation Area” (the “**Allocation Area**”) has been established for the purpose of capturing the incremental real estate taxes generated, in part, as a result of the construction of the Holliday Project (the “**Holliday Tax Increment**”); and

WHEREAS, the Town has agreed to issue one (1) or more series of the “Town of Zionsville, Indiana, Taxable Economic Development Revenue Bonds, Series _____,” pursuant to Ind. Code §36-7-11.9 and -12 *et. seq.* in a maximum par amount that Developer and the Town jointly determine will ensure that eighty percent (80%) of the Holliday Tax Increment is utilized to pay debt service on the bonds (individually or collectively, the “**Holliday Bonds**”), which proceeds shall be made available to the Developer to pay or reimburse the Developer for all or any portion of the costs associated with the Holliday Infrastructure; and

WHEREAS, to stimulate and induce the development and completion of the Holliday Project, the Commission has agreed, subject to further proceedings as required by law, to provide the economic development incentives described herein and perform its obligations under this Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties do hereby agree as follows:

ARTICLE I. RECITALS

The representations, covenants and recitations set forth in the foregoing recitals are material to this Agreement and are hereby incorporated into and made a part of this Agreement as though they were fully set forth in this Article I.

ARTICLE II. MUTUAL ASSISTANCE

The Parties agree, subject to further proceedings required by law, to take such commercially reasonable actions, including the execution and delivery of such documents, instruments, petitions and certifications, as may be necessary or appropriate from time to time, to carry out the terms, provisions and intent of this Agreement and to aid and assist each other in

carrying out said terms, provisions and intent of this Agreement.

ARTICLE III. DEVELOPER OBLIGATION

Section 3.01. Project Obligations. In consideration of and as a material inducement for the Commission satisfying in full its obligations hereunder and the taking of certain other actions by the Commission all as described herein, Developer shall fully satisfy each of the following commitments (individually or collectively, the “**Project Obligations**”):

A. Infrastructure.

(i) Developer shall have the Property subdivided pursuant to the Laws (the “**Commercial Subdivision**”). For purposes of this Agreement, the term “**Laws**” shall mean all current and applicable laws, statutes, ordinances, building codes, governmental or judicial rules, regulations, guidelines, judgments, order, and/or decrees, including but not limited to all applicable environmental laws and the Title XIX of the Town’s Code of Ordinances;

(ii) Developer will develop and construct the Phase II Holliday Project, including the construction and installation of improvements to the Commercial Subdivision including but not limited to public streets, sidewalks and walking trails, storm water drainage facilities and detention areas, sanitary sewers, and the extension of utility mains necessary to serve all lots and uses planned for the Commercial Subdivision (the “**Commercial Infrastructure**”), as further described on Exhibit B, and subject to final engineering and design plans approved by the Town pursuant to the Laws;

B. Construction. Subject to the terms and conditions of this Agreement, the Town's issuance of the Holliday Bonds, and the Developer being issued the Required Permits (as hereinafter defined) for such construction within a customary and reasonable period, it is Developer’s intent to Commence Construction (as hereinafter defined) of the Phase II Holliday Project, by or before a date that is ninety (90) days after the issuance of the Holliday Bonds. For purposes of this Agreement, (1) in any tense, “**Commence Construction**” shall mean the commencement of construction (which shall include the commencement of work on the Phase II Holliday Project in connection with the construction of any infrastructure) of any infrastructure within the Phase II Holiday Project by Developer, pursuant to Required Permits; and (2) “**Required Permits**” shall mean all permits, licenses, approvals, and consents required by the Laws for construction and use of the Phase II Holliday Project and the particular infrastructure being constructed concurrently within the Phase II Holliday Project. Developer shall use commercially reasonable efforts to complete the construction of the Phase II Holliday Project in accordance with the “Holliday Farms Planned Unit Development” standards previously adopted by the Town, and in a commercially reasonable amount of time after it Commences Construction thereof as described in this paragraph above, subject to Force Majeure.

C. Bond Purchase. Subject to the terms and conditions of this Agreement, Developer or an affiliate of Developer (an entity controlled by or under common control with Developer or its majority member), or a third party identified by Developer will purchase the Holliday Bonds.

Notwithstanding the foregoing, Developer, on its behalf and on behalf of its affiliate or the third-party purchaser, reserves the right to transfer the Holliday Bonds at any time provided such transferor complies with all applicable securities laws. Developer shall be exclusively responsible for all bond issuance costs and administrative fees, including bond, advisor and other counsel fees for both Commission and Developer, which amounts shall be paid from bond proceeds (including, without limitation, available tax increment within the Allocation Area). Notwithstanding the foregoing, any fees of the Commission (i.e., fees of counsel and financial advisor to the Commission) shall not exceed One Hundred Fifty Thousand Dollars (\$150,000).

D. Tax Covenant. Until such time as the Holliday Bonds, as applicable, shall have been fully paid, or provision for the payment thereof shall have been made in accordance with the indenture pursuant to which the Holliday Bonds have been issued, Developer covenants to pay all property tax bills for the Property or the Phase II Holliday Project, respectively, before the tax bills are delinquent.

E. Nonprofit Entities. Developer on its own behalf and on behalf of its respective successors and/or assigns, hereby covenants not to convey fee title to the real property owned by it to any nonprofit entities unless such entities first enter into an agreement, in form and substance acceptable to the Town and the Commission, to make payments in lieu of taxes with respect to such parcel or parcels. Any such conveyance shall be subject to the covenant contained herein and each grantee, by acceptance of a deed for any such property hereby agrees not to convey any portion of the Property subject to the Holliday Bonds to a tax-exempt nonprofit entity while the Holliday Bonds are still outstanding.

F. *[Intentionally Omitted]*

G. The Loan Agreement. Developer covenants to perform all obligations of “Borrower” under the Loan Agreement to be executed by Developer and the Town regarding repayment of the Holliday Bonds (the “**Loan Agreement**”). The terms of the Loan Agreement are herein incorporated into this Agreement by reference. Any conflict between this Agreement and the Loan Agreement shall be resolved in favor of the terms of the Loan Agreement.

C. Compliance with the Laws. At all times during development and construction of the Phase II Holliday Project, Developer shall comply with the Laws.

Section 3.02. Conditions to Developer’s Obligations. Performance by Developer of the Project Obligations is expressly conditioned on Developer obtaining or determining in its reasonable discretion that it can obtain all Required Permits, approvals, and other authorizations for development and construction of the Phase II Holliday Project, including, but not limited to, the following:

A. Zoning. Developer will obtain from the applicable zoning authorities all approvals and permits required in Developer’s reasonable discretion for the Phase II Holliday Project, such approvals not to be unreasonably withheld, conditioned or delayed so long as Developer complies with the then-applicable Laws.

B. Re-platting. If Developer determines that a plat amendment, vacation of plat or

re-plat is necessary for the Phase II Holliday Project, Developer will obtain from the Town of Zionsville Plan Commission any and all approvals necessary for such plat change, such approvals not to be unreasonably withheld, conditioned or delayed so long as Developer complies with the then-applicable Laws.

ARTICLE IV. TOWN/COMMISSION OBLIGATIONS

In consideration of and as a material inducement for Developer for satisfying its obligations with respect to the Phase II Holliday Project: (a) the Commission shall use its best efforts to cause the Town to issue the Holliday Bonds, provided that the foregoing obligation shall be subject to any and all further proceedings required by the Laws; and (b) the Commission, subject to further proceedings required by the Laws, shall pledge 80% of the Holliday Tax Increment to the repayment of the Holliday Bonds.

ARTICLE VI. INDEMNIFICATION

Developer shall indemnify and hold harmless the Commission from and against any and all claims arising from or connected with: (a) breaches by Developer under contracts to which Developer is a direct party, to the extent that such contracts relate to the performance of any work on the Property by Developer or any party acting by, under, through, or on behalf of Developer; (b) injury to, or death of, persons or loss of, or damage to, property, suffered in connection with performance of any work on the Property by Developer or any party acting by, under, through, or on behalf of Developer; or (c) the breach by Developer of any term or condition of this Agreement. Notwithstanding anything to the contrary set forth herein, Developer's obligations under this Section shall survive the termination of this Agreement. Notwithstanding the foregoing, Developer shall have no obligation to indemnify any beneficiary of this indemnity to the extent any such claim(s) arise partially or entirely due to the negligent acts or omissions of such beneficiary.

ARTICLE VII. ASSIGNMENT

Without the prior written approval of the Commission, such not to be unreasonably withheld, delayed or conditioned, Developer shall not assign this Agreement to an unrelated third party prior to substantial completion of the Phase II Holliday Project. Without the prior approval of any other Party: (A) the Commission may assign this Agreement to another agency or instrumentality of the Commission that legally is able to perform the respective obligations hereunder (if any); (B) Developer may assign this Agreement, or its interest herein, to any affiliated entity; and (C) Developer may collaterally assign this Agreement to any lender providing financing for the Phase II Holliday Project. Notwithstanding any assignment permitted under this Section, the Commission, or Developer, as the case may, shall remain liable to perform all of the terms and conditions to be performed by it under this Agreement, and the approval by any other party of any assignment shall not release any of the Commission or Developer, as the case may be, from such performance; provided that, if the Commission assigns this Agreement to another agency or instrumentality of Town, or if Developer assigns this Agreement to another entity owned and/or controlled by Developer, that: (Y) has full power and authority to accept an assignment of this Agreement and carry out the respective obligations hereunder; and (X) expressly assumes all such obligations in writing; then the Commission and/or Developer, as applicable, shall be released from liability under this Agreement for all obligations first to be performed after the date of such

assignment and assumption.

ARTICLE VIII. ADDITIONAL PROVISIONS

Section 8.01. Breach and Remedies.

A. Right to Cure. Before any failure of any Party of this Agreement to perform its obligations under this Agreement shall be deemed to be a breach of this Agreement, the Party claiming such failure shall notify, in writing, the party alleged to have failed to perform such obligation and shall demand performance. No breach of this Agreement may be found to have occurred if performance has commenced to the reasonable satisfaction of the complaining Party within thirty (30) days of the receipt of such notice.

B. Payment of Commission Fees upon Agreement Termination.

(i) If Developer fails or refuses to buy or is unable to place the Holliday Bonds as contemplated by this Agreement, the Commission will have the right to terminate this Agreement. In the event the Commission terminates this Agreement due to the failure or refusal of Developer to buy or inability to place the bonds, the Commission will be entitled to recover from the Developer the Town's reasonable expenses for attorney's fees, bond attorney's fees, financial advisor fees, and other expenses incurred in its performance of this Agreement and preparation of the bonds for issuance (which amount may be paid through available tax increment within the Allocation Area).

(ii) If the Town is unable to issue the Holliday Bonds for failure of the Town Council of the Town, the Commission, the Economic Development Commission, or any other Town body, agency, or commission to carry out the approvals necessary to issue the Holliday Bonds, Developer will have the right to terminate this Agreement. In the event the Developer terminates this Agreement under this subsection (B)(ii), Developer shall not be liable to the Commission or the Town for any expenses incurred by the Commission or the Town related to this Agreement.

C. Failure of Developer to Commence Construction. In addition, if Developer fails or refuses to Commence Construction of the Phase II Holliday Project on or before the date set forth in Section 3.01(B) hereof, subject to Force Majeure, then, at any time thereafter but prior to construction commencement, the Commission may elect to terminate this Agreement, in which case all obligations of the Parties, other than those specified herein as surviving termination, shall terminate and be of no further force or effect.

D. Sole Remedy. Termination of this Agreement shall be the sole remedy available to the Commission during the continuance of a breach of this Agreement by any other Party. For purposes of clarity, and notwithstanding anything to the contrary set forth herein: (a) this Agreement is not to be interpreted as being "cross-defaulted" with any of the documents evidencing or securing the Holliday Bonds (the "**Holliday Bond Documents**") and, accordingly, a breach of this Agreement in and of itself shall not constitute a breach, default, or "Event of Default" under the Holliday Bond Documents; and (b) if this Agreement is terminated, then such termination shall have no effect on the issuance of the Holliday Bonds, the pledge of the Holliday

Tax Increment to payment of the debt service on the Holliday Bonds, or Developer's use of the proceeds of the Holliday Bonds, all of which shall be governed by the Holliday Bond Documents.

E. Stand-Alone. For purposes of clarity, the obligations of Developer under this Agreement stand-alone (and are not collective, joint, or several), and no such obligations are cross-defaulted. Developer shall be solely responsible hereunder for all obligations with respect to the Holliday Project, the Holliday Bonds, the Project Obligations specifically related to the Holliday Project, and procuring permits, approvals and other obligations hereunder related to the Holliday Project, and the Commission shall have no obligations or responsibilities with respect thereto.

Section 8.02. Notice. Any notice required or permitted to be given by any party to this Agreement shall be in writing, and shall be given (and deemed to have been given) when delivered:

To the Commission: Justin Hage, Deputy Mayor
1100 W. Oak Street
Zionsville, IN 46077
jhage@zionsville-in.gov

With a copy to: Jon Oberlander, Town Attorney
1100 W. Oak Street
Zionsville, IN 46077
joberlander@zionsville-in.gov

To Developer: The Club at Holliday Farms, LLP
1310 US-421
Zionsville, IN 46077
Attn: Steve Henke
Email: Steve.Henke@henkedevlopment.com

With a copy to: Barnes & Thornburg LLP
11 South Meridian Street
Indianapolis, IN 46204
Attn: Christopher P. Greisl
Email: Chris.Greisl@btlaw.com

Any party may change its address for notice from time to time by delivering notice to the other party as provided above.

Section 8.03. Authority. Each undersigned person executing this Agreement on behalf of a Party represents and certifies that: (a) he or she has been empowered and authorized by all necessary action of such Party to execute and deliver this Agreement; (b) he or she has full capacity, power, and authority to enter into and carry out this Agreement; and (c) the execution, delivery, and performance of this Agreement duly have been authorized by such Party; provided, however, the ability of the Commission to perform under this Agreement is subject to completion of certain procedures required by the Laws, which procedures the Commission agrees to undertake (or cause to be undertaken) with diligence and in good faith.

Section 8.04. Force Majeure. Notwithstanding anything to the contrary set forth herein, if any Party is delayed in, or prevented from, observing or performing any of its obligations under, or satisfying any term or condition of, this Agreement as a result of Force Majeure, then: (a) the Party asserting Force Majeure shall deliver written notice to the other Parties; (b) such observation, performance, or satisfaction shall be excused for the period of days that such observation, performance, or satisfaction is delayed or prevented; and (c) the deadlines for observation, performance, and satisfaction, as applicable, shall be extended for the same period. For purposes of this Agreement, the term “Force Majeure” shall mean any cause that is not within the reasonable control of a Party, including, without limitation: (a) inclement weather; (b) the unavailability of materials, equipment, services, or labor, including, without limitation, unavailability due to ongoing global supply chain shortages; (c) utility or energy shortages or acts or omissions of public utility providers; (d) unexpected or extensive delays in procuring Required Permits, zoning or other approvals necessary to perform such Party’s obligations hereunder; or (e) any delay resulting from pandemics, epidemics, or other public health emergencies (including, without limitation, COVID-19) and/or related restrictions; provided that a Party’s failure to anticipate normal and customary delays due to weather shall not be deemed Force Majeure.

Section 8.05. Merger. All prior agreements, understandings, and commitments are hereby superseded, terminated, and merged herein, and shall be of no further force or effect.

Section 8.06. Miscellaneous. Subject to Article VII, this Agreement shall inure to the benefit of, and be binding upon, each Party hereto and its respective successors and assigns. This Agreement may be signed in one or more counterparts, each of which shall constitute one and the same instrument. This Agreement shall be governed by, and construed in accordance with, the Laws. All proceedings arising in connection with this Agreement shall be tried and litigated only in the state courts in Boone County, Indiana, or the federal courts with venue that includes Boone County, Indiana. Each Party waives, to the extent permitted under applicable law: (a) the right to a trial by jury; and (b) any right such Party may have to: (i) assert the doctrine of “forum non conveniens”; or (ii) object to venue. This Agreement may be modified only by a written agreement signed by all Parties. The invalidity, illegality, or unenforceability of any one or more of the terms and conditions of this Agreement shall not affect the validity, legality, or enforceability of the remaining terms and conditions hereof. All Exhibits to this Agreement are attached hereto and incorporated herein by reference. Time is of the essence in this Agreement. If any provision of this Agreement or application to any party or circumstances shall be determined by any court of competent jurisdiction to be invalid and unenforceable to any extent, the remainder of this Agreement or the application of such provision to such person or circumstances, other than those as to which it is so determined invalid or unenforceable, shall not be affected thereby, and each provision hereof shall be valid and shall be enforced to the fullest extent permitted by law; provided that, in lieu of such invalid or unenforceable provision, there will be added to this Agreement a provision as similar to the invalid or unenforceable provision as is possible to reflect the intent of the parties and still be valid and enforceable. The captions in this Agreement are inserted only as a matter of convenience and for reference and in no way define, limit, or describe the scope of this Agreement or the scope or content of any of its provisions. Nothing contained in this Agreement shall be construed to create a partnership or joint venture between or among the Parties or their successors in interest. Unless otherwise specified, in computing any period of time described

herein, the day of the act or event after which the designated period of time begins to run is not to be included and the last day of the period so computed is to be included, unless such last day is a Saturday, Sunday or legal holiday for national banks in the location where the Property is located, in which event the period shall run until the end of the next day which is neither a Saturday, Sunday, or legal holiday.

Exhibits:

Exhibit A: Property
Exhibit B: Holliday Infrastructure
Exhibit C: Site Plan

IN WITNESS WHEREOF, the Commission and Developer have executed this Project Agreement as of the day and year first written above.

[Signatures on Following Pages]

“COMMISSION”

TOWN OF ZIONSVILLE
REDEVELOPMENT COMMISSION

By: _____
_____, President

ATTEST:

By: _____
_____, Secretary

“DEVELOPER”

THE CLUB AT HOLLIDAY FARMS, LLP

By: _____
Steve Henke

Its: _____
(Title)

EXHIBIT A

THE PROPERTY

(Added graphics)

A part of the East Half of Section 23, part of the Southwest Quarter of Section 24, and part of the Northwest Quarter of Section 25, all in Township 18 North, Range 2 East, Boone County, Indiana more particularly described as follows:

Beginning at the Southeast corner of the Southeast Quarter of said Section 23; thence North 00 degrees 42 minutes 23 seconds West (bearing assumed) along the East line of said Southeast Quarter 34.49 feet to a Northeast corner of Lot A3 in the record plat of The Club at Holliday Farms – Section 1 as recorded in Instrument Number 2019-005103 [Plat Book 27, Page 15] in the Office of the Recorder of Boone County, Indiana, the next eleven (11) courses are along the East boundary of said plat: (1) thence South 89 degrees 24 minutes 04 seconds West 61.11 feet; (2) thence North 64 degrees 55 minutes 09 seconds West 114.33 feet; (3) thence North 12 degrees 32 minutes 55 seconds West 216.94 feet; (4) thence North 25 degrees 45 minutes 30 seconds West 301.08 feet; (5) thence North 21 degrees 56 minutes 49 seconds West 350.43 feet; (6) thence North 09 degrees 39 minutes 48 seconds West 189.97 feet; (7) thence North 21 degrees 49 minutes 01 seconds West 143.24 feet; (8) thence South 80 degrees 20 minutes 12 seconds West 143.21 feet; (9) thence South 21 degrees 49 minutes 01 seconds East 18.41 feet; (10) thence South 68 degrees 10 minutes 59 seconds West 60.00 feet along the end of Cherwell Drive (Common Area A – Private Street) in said Section 1 subdivision; (11) thence South 80 degrees 20 minutes 12 seconds West 135.00 feet to the Northwest corner of Lot B12 in said subdivision; thence North 23 degrees 28 minutes 14 seconds West 101.65 feet; thence North 04 degrees 14 minutes 47 seconds West 202.42 feet; thence North 11 degrees 34 minutes 54 seconds West 200.07 feet; thence North 01 degrees 02 minutes 30 seconds West 102.26 feet; thence North 20 degrees 31 minutes 41 seconds West 100.84 feet; thence North 08 degrees 32 minutes 50 seconds West 100.32 feet; thence North 33 degrees 46 minutes 57 seconds West 94.50 feet; thence North 26 degrees 43 minutes 03 seconds West 281.79 feet; thence North 81 degrees 57 minutes 10 seconds West 69.18 feet; thence North 66 degrees 00 minutes 22 seconds West 43.21 feet; thence North 20 degrees 54 minutes 56 seconds West 75.04 feet; thence North 87 degrees 48 minutes 21 seconds East 298.70 feet; thence North 66 degrees 52 minutes 45 seconds West 116.93 feet; thence South 87 degrees 48 minutes 21 seconds West 370.75 feet to a non-tangent curve to the right having a radius of 350.00 feet, the radius point of which bears North 89 degrees 24 minutes 33 seconds West; thence southerly along said curve 60.63 feet to a point which bears South 79 degrees 29 minutes 03 seconds East from said radius point to a North line of Lot C15 in said Section 1 subdivision; thence South 87 degrees 48 minutes 21 seconds West 20.53 feet along said North line to the Northeast corner of Dartmoor Way in said subdivision; thence North 78 degrees 41 minutes 59 seconds West 60.00 feet across said right-of-way to a non-tangent curve to the left having a radius of 270.00 feet, the radius point of which bears North 78 degrees 41 minutes 59 seconds West; thence northerly along said curve 73.25 feet to a point which bears North 85 degrees 45 minutes 25 seconds East from said radius point; thence North 04 degrees 14 minutes 35 seconds West 129.48 feet to a curve to the left having a radius of 20.00 feet, the radius point of which bears South 85 degrees 45 minutes 25 seconds West; thence northwesterly along said curve 30.70 feet to a point which bears North 02 degrees 11 minutes 39 seconds West from said radius point; thence North 02 degrees 11 minutes 39 seconds West 60.00 feet to a non-tangent curve to the right having a radius of 80.00 feet, the radius point of which bears South 02 degrees 11 minutes 39 seconds East; thence southeasterly along said curve 76.58 feet to a point which bears North 52 degrees 38 minutes 59 seconds East from said radius point; thence North 55 degrees 56 minutes 55 seconds East 111.66 feet; thence North 01 degrees 22 minutes 35 seconds West 153.42 feet; thence North 88 degrees 37 minutes 25 seconds East 971.27 feet to the West Right-of-way line of U.S. Highway 421 per State Highway Plans, Project No. 221 Sec A; thence North 88 degrees 37 minutes 25 seconds East 74.27 feet to the centerline of said Highway; thence South 20 degrees 53 minutes 57 seconds East 2398.98 feet to a Northeast corner of U.S. Highway 421 as platted on said Section 1 Subdivision, the next fourteen (14) courses are along the boundary of said Section 1; (1) thence South 69 degrees 06 minutes 03 seconds West 70.00 feet; (2) thence South 20 degrees 53 minutes 57 seconds East 1110.16 feet to the northerly line of the Holliday Farms Boulevard in said Section 1 Subdivision; (3) thence South 69 degrees 12 minutes 03 seconds West 43.14 feet to a non-tangent curve to the right having a radius of 35.00 feet, the radius point of which bears North 09 degrees 49 minutes 53 seconds East; (4) thence northwesterly along said curve 14.58 feet to a point which bears South 33 degrees 42 minutes 13 seconds West from said radius point to a reverse curve to the left having a radius of 90.00 feet, the radius point of which bears South 33 degrees 42 minutes 13 seconds West; (5) thence westerly along said curve 117.15 feet to a point which bears North 40 degrees 52 minutes 35 seconds West from said radius point; (6) thence South 49 degrees 07 minutes 25 seconds West 40.96 feet to a curve to the right having a radius of 75.00 feet, the radius point of which bears North 40 degrees 52 minutes 35 seconds West; (7) thence westerly along said curve 72.97 feet to a point which bears South 14 degrees 52 minutes 09 seconds West from said radius point; (8) thence North 75 degrees 07 minutes 51 seconds West 205.39 feet; (9) thence North 14 degrees 52 minutes 09 seconds East 215.83 feet; (10) thence North 34 degrees 49 minutes 50 seconds West 39.19 feet; (11) thence North 53 degrees 49 minutes 12 seconds West 56.06 feet; (12) thence North 47 degrees 16 minutes 57 seconds West 55.62 feet; (13) thence North 33 degrees 26 minutes 07 seconds West 29.99 feet; (14) thence North 58 degrees 56 minutes 05 seconds West 101.85 feet to the Northwest corner of Lot A2 in said section 1 Subdivision; thence South 89 degrees 29 minutes 00 seconds West 132.00 feet across the North line of Cox Cemetery to the West line of said Northwest Quarter of Section 25; thence North 00 degrees 32 minutes 35 seconds West 98.94 feet along the West line of said Northwest Quarter to the Northwest corner of said Northwest Quarter and the POINT OF BEGINNING containing 64.170 acres, more or less.

Subject to any and all easements, right-of-way, covenants, conditions and restrictions of record.

EXHIBIT B

The Holliday Infrastructure

The Holliday Infrastructure consists of infrastructure improvements, together with all necessary appurtenances, related improvements and equipment, to support the development of the Holliday 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.

EXHIBIT C
SITE PLAN
PHASE II HOLLIDAY PROJECT



Summary report: Litera Compare for Word 11.9.1.1 Document comparison done on 4/10/2025 1:05:28 PM	
Style name: Default Style	
Intelligent Table Comparison: Active	
Original DMS: iw://cloudimanage.com/DMS/45225584/10	
Modified DMS: iw://cloudimanage.com/DMS/45225584/12	
Changes:	
<u>Add</u>	5
Delete	4
Move From	0
<u>Move To</u>	0
<u>Table Insert</u>	0
Table Delete	0
<u>Table moves to</u>	0
Table moves from	0
Embedded Graphics (Visio, ChemDraw, Images etc.)	1
Embedded Excel	0
Format changes	0
Total Changes:	10

TOWN OF ZIONSVILLE, INDIANA
TAXABLE ECONOMIC DEVELOPMENT REVENUE BONDS, SERIES 2025

BOND PURCHASE AGREEMENT

[_____, 2025]

Town of Zionsville, Indiana
Zionsville, Indiana

Ladies and Gentlemen:

The undersigned, The Club at Holliday Farms, LLP, an Indiana limited liability partnership (the “Purchaser”), offers to enter into the following agreement with the Town of Zionsville, Indiana (the “Town”), which, upon acceptance by the Town, will be binding upon it and the Purchaser. This Bond Purchase Agreement is hereinafter referred to as the “Bond Purchase Agreement.”

1. Purchase and Sale. Subject to the terms and conditions and upon the basis of the representations, warranties, and agreements set forth herein, the Purchaser hereby agrees to purchase from the Town, and the Town hereby agrees to sell and deliver to the Purchaser Seven Million Five Hundred Thousand Dollars (\$7,500,000) maximum principal amount of the Town of Zionsville, Indiana, Taxable Economic Development Revenue Bonds, Series 2025 (the “Bonds”).

The Bonds will be issued pursuant to Ordinance No. _____, adopted by the Town Council of the Town on [April 7, 2025] (the “Ordinance”), and will be issued under and secured by the terms of a (a) Trust Indenture (including the form of the Bonds set forth therein), dated as of [May 1, 2025], by and between the Town and Old National Wealth Management, as trustee (the “Indenture”), and (b) a Loan Agreement, dated as of [May 1, 2025], by and between the Town and the Purchaser (the “Loan Agreement” and, together with the Indenture, the “Agreements”), each of which is substantially in the forms approved in the Ordinance, pursuant to the provisions of Indiana Code 36-7-11.9 and Indiana Code 36-7-12, as amended from time to time (the “Act”). [The Bonds will bear interest at a rate per annum of _____ percent (____%) and will be sold to the Purchaser for a price equal to 100% of par.] The Bonds will mature on the dates and in the amounts set forth in Exhibit A, and interest will be payable semi-annually on each February 1 and August 1, beginning on the first February 1 or August 1 following the initial draw of principal on the Bonds. The Bonds provide that the Town may draw up to the maximum principal amount of Seven Million Five Hundred Thousand Dollars (\$7,500,000), as further described herein. The other terms of the Bonds are set forth in the Ordinance, the Agreements, and this Bond Purchase Agreement.

2. Representations, Warranties, and Agreements of Purchaser. The Purchaser hereby represents and warrants and agrees as follows:

(a) The Purchaser is a limited liability partnership, validly existing under the laws of the State of Indiana (the “State”), with the corporate power to enter into this Bond Purchase Agreement and perform its obligations hereunder.

(b) On the Closing Date, the Purchaser shall deliver to the Town an investment letter in a form and substance reasonably acceptable to bond counsel for the Town.

3. Representations, Warranties, and Agreements of Town. The Town hereby represents, warrants, and agrees as follows:

(a) The Town is a municipal corporation, validly existing under the laws of the State of Indiana (the “State”), with the corporate power to adopt the Ordinance, enter into the Agreements, and perform its obligations thereunder and to issue the Bonds;

(b) The Town of Zionsville Redevelopment District (the “Redevelopment District”) has been duly created and validly exists and the Town of Zionsville Redevelopment Commission (the “Redevelopment Commission”) is the governing body of the Redevelopment District; and

(c) Pursuant to the Resolution No. _____, adopted by the Redevelopment Commission on [April 22, 2025] (the “Pledge Resolution”), the Redevelopment Commission has pledged the Pledged Holliday Farms TIF Revenues (as defined therein) to the payment of the principal of and interest on the Bonds, and further, the Redevelopment Commission shall not grant any pledge of or lien on the Pledged Holliday Farms TIF Revenues or use the Pledged Holliday Farms TIF Revenues, except as provided in the Pledge Resolution and the Agreements.

4. Closing. The Bonds shall be delivered to the Purchaser on [May ___, 2025], or on such other date as may, subject to the conditions set forth below, be requested by the Purchaser (the “Closing Date”), at which time the Purchaser, subject to the terms and conditions of this Bond Purchase Agreement, will pay an amount equal to \$_____, such amount being the amount of the first advance (the “Closing”). The Purchaser agrees to make subsequent advances, not to exceed the total authorized principal amount of the Bonds, in the amounts and on the dates agreed by the Town and the Purchaser. The amount of interest payable on the Bonds at maturity or redemption shall be the amount of interest accrued from the date of payment of any subsequent advance referenced in Exhibit A to the Bond to maturity or earlier redemption.

(a) The Town’s obligation under this Bond Purchase Agreement to sell and deliver of the Bonds shall be subject to the following conditions:

(1) The Purchaser shall have taken all actions required for the valid authorization, execution, and delivery of the Agreements with the Town substantially in the forms approved in the Ordinance.

(2) The Agreements referred to above shall have been executed and delivered by the respective parties thereto.

(3) At or prior to the time of Closing, the Town shall have received such additional legal opinions, certificates, instruments, and other documents as bond counsel and counsel to the Town may reasonably request, all in form and substance reasonably satisfactory to the Town.

(b) The Purchaser’s obligation under this Bond Purchase Agreement to purchase, to accept delivery of, and to make the first advance pursuant to the Bonds shall be conditioned upon the performance by the Town of its obligations and agreements to be performed hereunder and under

such documents and instruments at or prior to the Closing as set forth below, and shall also be subject to the following additional conditions:

(1) The Town shall have taken all actions required for the valid authorization, issuance, sale, execution, and delivery of the Bonds pursuant to and in accordance with Indiana law, all such actions shall be in full force and effect and the Bonds shall be as described and issued under, pursuant to and in accordance with the Ordinance and the Indenture.

(2) The Purchaser shall have taken all actions required for the valid authorization, execution, and delivery of the Loan Agreement with the Town substantially in the form approved in the Ordinance.

(3) The Loan Agreement and the Indenture referred to above shall have been executed and delivered by the respective parties thereto.

(4) At or prior to the time of Closing, the Purchaser shall have received such additional legal opinions, certificates, instruments, and other documents as counsel to the Purchaser may reasonably request, all in form and substance reasonably satisfactory to the Purchaser.

5. Miscellaneous.

(a) Governing Law. This Bond Purchase Agreement shall be construed in accordance with and governed by the laws of the State of Indiana.

(b) Notices. All notices, demands and other communications under this Bond Purchase Agreement shall be in writing and shall be deemed to have been duly given if delivered in person or by United States mail, certified or registered, with return receipt requested, by confirmed facsimile transmission or otherwise actually delivered, as follows:

(1) if to the Town, to:

Town of Zionsville, Indiana
1100 W Oak Street
Zionsville, Indiana 46077
Attention: Department of Finance and Records

with a copy to:

Attn: _____

(2) if to the PURCHASER, to:

The Club at Holliday Farms, LLP
[Address]

With a copy to:

Attn: _____

(c) Section Headings. Section headings have been inserted in this Bond Purchase Agreement as a matter of convenience of reference only, and it is agreed that such section headings are not a part of this Bond Purchase Agreement and shall not be used in the interpretation of any provisions of this Bond Purchase Agreement.

(d) Counterparts. This Bond Purchase Agreement may be executed in several counterparts, each of which shall be regarded as an original (with the same effect as if the signatures thereto and hereto were upon the same document) and all of which shall constitute one and the same document.

(e) Amendments. This Bond Purchase Agreement may be amended only by written agreement of the parties hereto.

(f) Assignment. This Bond Purchase Agreement may not be assigned by either party hereto, except that the Purchaser may assign this Bond Purchase Agreement to an affiliate of the Purchaser.

THE CLUB AT HOLLIDAY FARMS, LLP

By: _____

Printed: _____

Title: _____

Accepted as of the date and year first written above.

TOWN OF ZIONSVILLE, INDIANA

Mayor

ATTEST:

Director of Finance

[Signature Page to Bond Purchase Agreement]

EXHIBIT A

Maturity Schedule

[Insert Maturity Schedule]

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.

SURVEYOR LOCATION REPORT

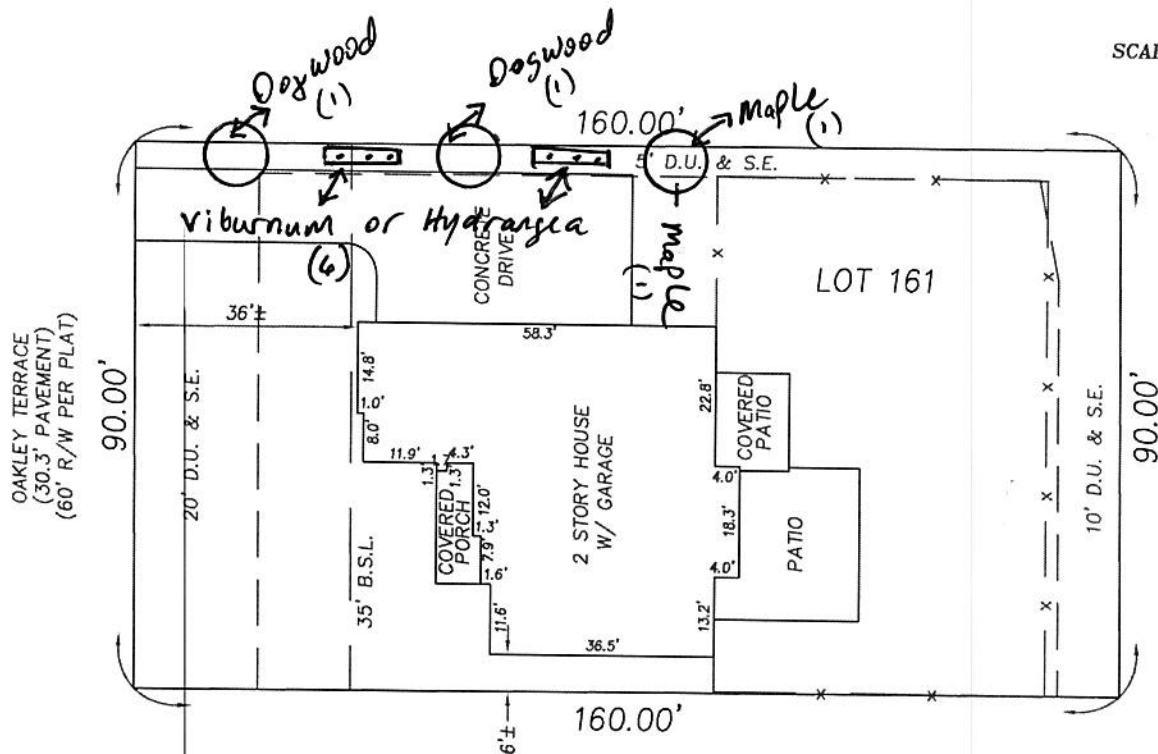
I hereby certify to the parties named above that the real estate described herein was inspected under my supervision on the date indicated and that to the best of my knowledge, this report conforms with the requirements contained in Sections 27 through 29 of 865 IAC 1-1-12 for a SURVEYOR LOCATION REPORT. Unless otherwise noted there is no visible evidence of possession lines found.

LEGEND

R/W	RIGHT-OF-WAY
x	FENCE±
B.S.L.	BUILDING SETBACK LINE
D.U. & S.E.	DRAINAGE UTILITY & SEWER EASEMENT



SCALE: 1"=30'



Wildt Residence

NOTE: FENCE LOCATIONS SHOWN ARE APPROXIMATE. AN ACCURATE BOUNDARY SURVEY IS REQUIRED TO DETERMINE EXACT LOCATIONS.

NOTE: BUILDING SETBACK LINES SHOWN ON THE WITHIN REPORT WERE TAKEN FROM THE RECORD PLAT, THERE MAY BE OTHER BUILDING SETBACK LINES ASSOCIATED WITH THE SUBJECT TRACT. CONTACT THE LOCAL PLANNING AND BUILDING DEPARTMENT FOR ANY ADDITIONAL SETBACK REQUIREMENTS.

NOTE: THE ACCURACY OF THIS REPORT IS LIMITED TO ±1 FOOT PER TITLE 865 I.A.C. 1-12-27. A BOUNDARY SURVEY (RETRACEMENT SURVEY) IS RECOMMENDED PRIOR TO THE CONSTRUCTION OF ANY NEW IMPROVEMENTS INCLUDING, BUT NOT LIMITED TO; HOME ADDITIONS, FENCES, POOLS, PATIOS, DECKS, SHEDS ETC.

HAHN SURVEYING GROUP, INC.

Land Surveyors

8925 N. Meridian Street, Suite 120

Indianapolis, IN 46260

PHONE: (317) 846-0840 / (317) 846-4119

EMAIL: orders@hahnsurveying.com

www.hahnsurveying.com



CERTIFIED: June 3, 2024

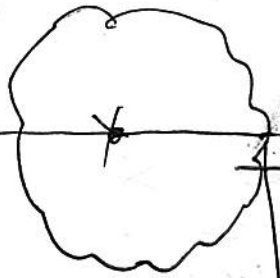
Chad L. Brown

Chad L. Brown
Registered Land Surveyor,
Indiana #21100002

Drawn By: JG
Job No.: S24-23915
Sheet 2 of 2

— Wildt Residence —

↑
Cart Path
↓



maple (1)



Viburnum or Hydrangea
(3)



Dogwood (1)



Viburnum or Hydrangea
(3)



Dogwood (1)

~ Driveway ~

Memorandum to The Zionsville Town Council, April 21, 2025 – David James Wildt

RE: Landscaping along Drainage Utility and Sewer Easement (DU&SE) line at 4679 Oakley Terrace

Request:

I would like to plant four trees along the north edge of my property between the driveway and the walking path in the Hampshire neighborhood. This 10 foot wide by approximately 80 foot long stretch of grass is in a DU&SE. See included survey.

Reason:

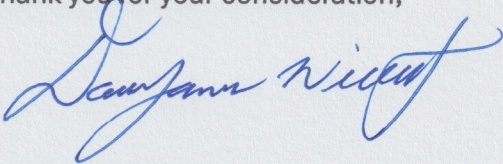
I would like to provide more cover and privacy for my property and the Hampshire neighborhood.

Risk Mitigation:

This is a short stretch of land with irrigation drainage at either end. The trees requesting to be planted are in the center of a raised piece of land along the DU&SE and towards the west end of the property. Water drainage should not be prohibited in a meaningful way as there is a walking path and driveway that slope towards a sewer on each side of the property. The planned plantings will not span the entire width of grass or DU & SE, allowing for drainage around the trees as well.

I plan to utilize the professional landscaping company, *Thomas Lawn and Landscape LLC* to plant around marked out utilities.

Thank you for your consideration,



David James Wildt

4679 Oakley Terrace

Zionsville, IN 46077

dwildt@proton.me, 6165600664

SURVEYOR LOCATION REPORT

I hereby certify to the parties named above that the real estate described herein was inspected under my supervision on the date indicated and that to the best of my knowledge, this report conforms with the requirements contained in Sections 27 through 29 of 865 IAC 1-1-12 for a SURVEYOR LOCATION REPORT. Unless otherwise noted there is no visible evidence of possession lines found.

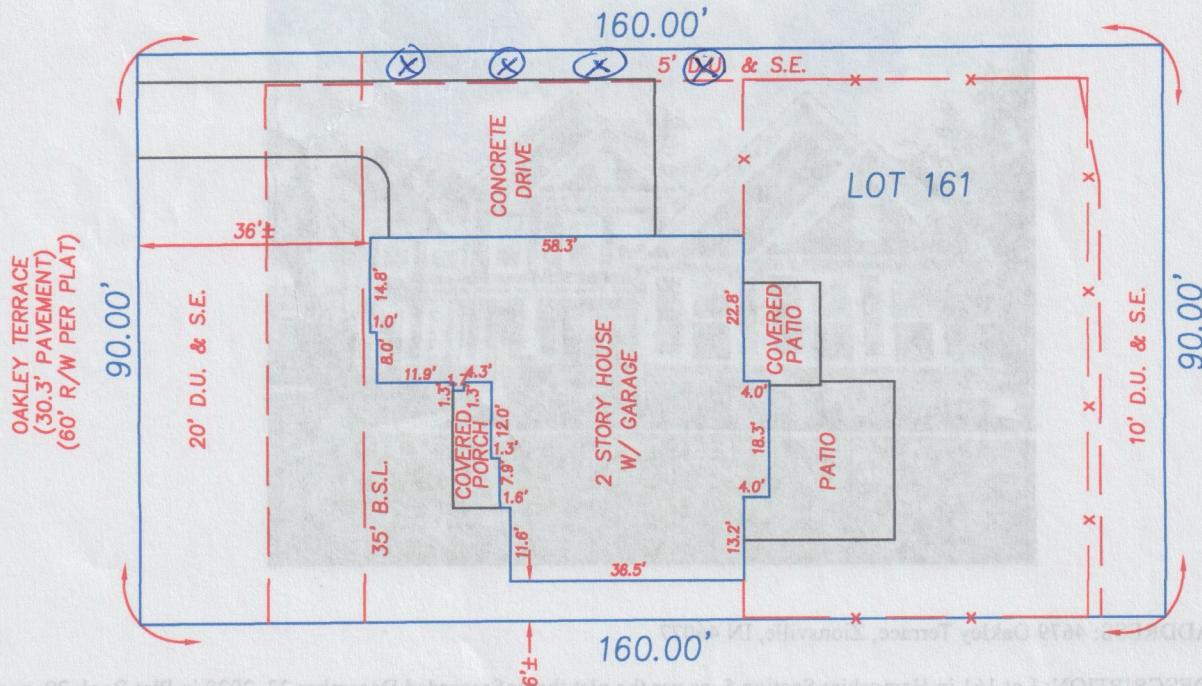
LEGEND

R/W RIGHT-OF-WAY
— x — FENCE±
B.S.L. BUILDING SETBACK LINE
D.U. & S.E. DRAINAGE UTILITY & SEWER EASEMENT



SCALE: 1"=30'

Maple trees or Hornbeams



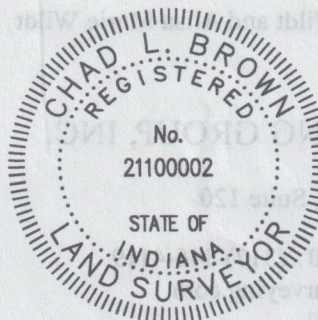
NOTE: FENCE LOCATIONS SHOWN ARE APPROXIMATE. AN ACCURATE BOUNDARY SURVEY IS REQUIRED TO DETERMINE EXACT LOCATIONS.

NOTE: BUILDING SETBACK LINES SHOWN ON THE WITHIN REPORT WERE TAKEN FROM THE RECORD PLAT, THERE MAY BE OTHER BUILDING SETBACK LINES ASSOCIATED WITH THE SUBJECT TRACT. CONTACT THE LOCAL PLANNING AND BUILDING DEPARTMENT FOR ANY ADDITIONAL SETBACK REQUIREMENTS.

NOTE: THE ACCURACY OF THIS REPORT IS LIMITED TO ± 1 FOOT PER TITLE 865 I.A.C. 1-12-27. A BOUNDARY SURVEY (RETRACEMENT SURVEY) IS RECOMMENDED PRIOR TO THE CONSTRUCTION OF ANY NEW IMPROVEMENTS INCLUDING, BUT NOT LIMITED TO; HOME ADDITIONS, FENCES, POOLS, PATIOS, DECKS, SHEDS ETC.



HAHN SURVEYING GROUP, INC.
Land Surveyors
8925 N. Meridian Street, Suite 120
Indianapolis, IN 46260
PHONE: (317) 846-0840 / (317) 846-4119
EMAIL: orders@hahnsurveying.com
www.hahnsurveying.com



CERTIFIED: June 3, 2024


Chad L. Brown
Registered Land Surveyor,
Indiana #21100002
Drawn By: JG
Job No.: S24-23915
Sheet 2 of 2

Memorandum to The Zionsville Town Council, April 21, 2025 – David James Wildt

RE: Landscaping along Drainage Utility and Sewer Easement (DU&SE) line at 4679 Oakley Terrace

Request:

I would like to plant four trees along the north edge of my property between the driveway and the walking path in the Hampshire neighborhood. This 10 foot wide by approximately 80 foot long stretch of grass is in a DU&SE. See included survey.

Reason:

I would like to provide more cover and privacy for my property and the Hampshire neighborhood.

Risk Mitigation:

This is a short stretch of land with irrigation drainage at either end. The trees requesting to be planted are in the center of a raised piece of land along the DU&SE and towards the west end of the property. Water drainage should not be prohibited in a meaningful way as there is a walking path and driveway that slope towards a sewer on each side of the property. The planned plantings will not span the entire width of grass or DU & SE, allowing for drainage around the trees as well.

I plan to utilize the professional landscaping company, *Thomas Lawn and Landscape LLC* to plant around marked out utilities.

Thank you for your consideration,

David James Wildt

4679 Oakley Terrace

Zionsville, IN 46077

dwildt@proton.me, 6165600664



TO: Zionsville Town Council

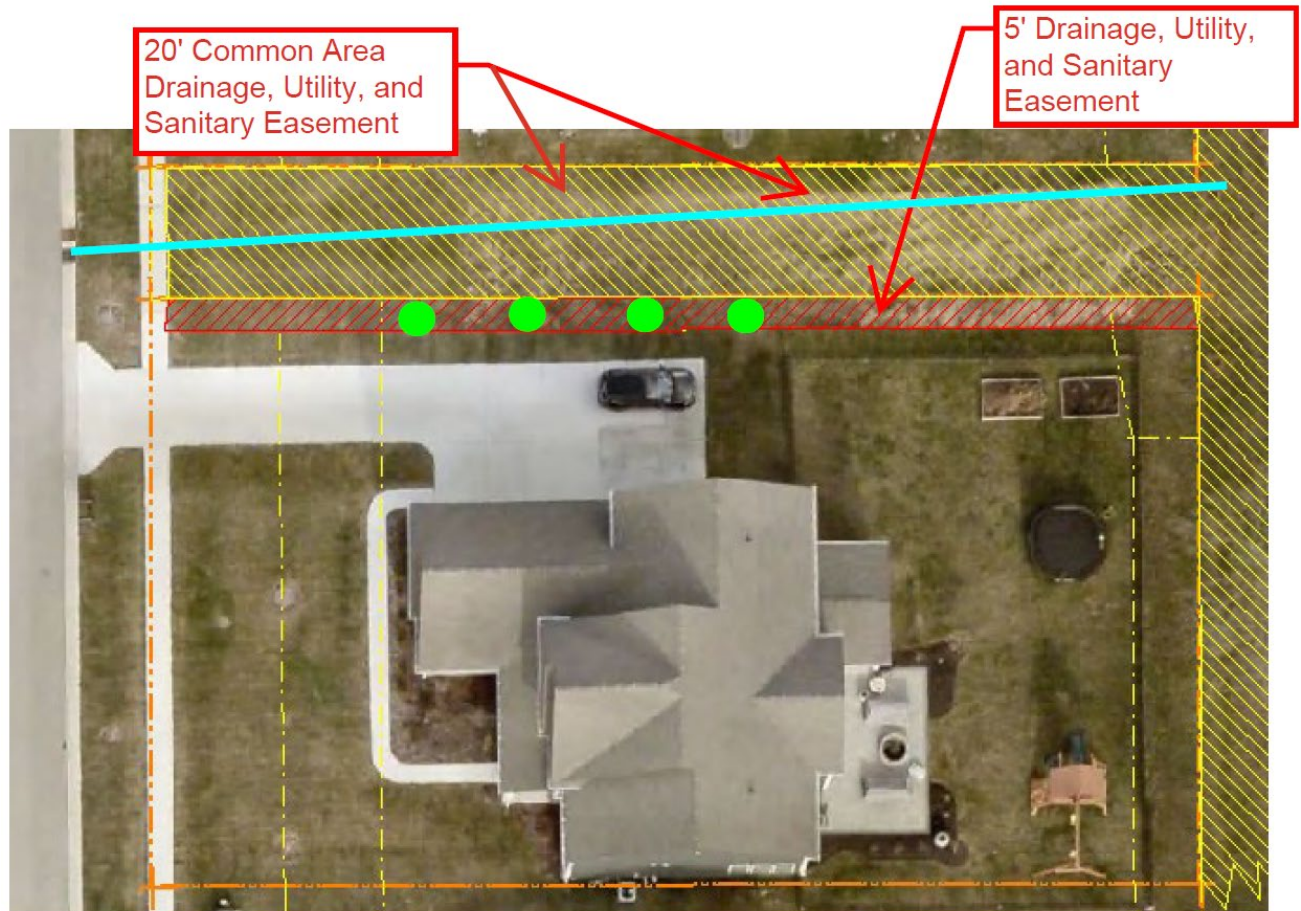
FROM: Lance A. Lantz, DPW Director 

DATE: April 14, 2025

SUBJECT: Drainage Easement Encroachment Request – Oakley Terrace

The Hampshire subdivision was preliminarily approved nearly 20 years ago, originally as Brentwood Pointe subdivision, under different standards and applications across many ordinances. As such, there are unique conditions resulting from perpetuated entitlements. The subject property is bordered immediately to the north by a 20' common area strip specifically platted to allow for a community pathway which has been installed. This common area is also platted as a 20' drainage, utility, and sanitary easement as it contains a 12" concrete storm sewer pipe. This 20' common area and easement was the standard at the time of initial approval circa 2006. The small, 5' wide drainage, utility, and sanitary easement on the subject property was likely a modern adjunct to supplement the originally approved plat. A simple, explanatory diagram is provided on the attached page.

Given the unique, historic conditions and existing, approved community infrastructure, DPW does not object to acknowledging an encroachment of four (4) trees into the 5' drainage, utility, and sanitary easement on the subject property.



● Four (4) proposed trees

— Storm Sewer



Client No.: 2024-05005

INVOICE: INV-0023712

JOB: S24-0023915

ISSUED: Jun 4, 2024 1:22 PM

DUE: NET 30 Days

ITEM TYPE	DESCRIPTION	CHARGE
Prepare Surveyor Location Report @	4679 Oakley Terrace, Zionsville, IN 46077	\$225.00

Total: \$225.00



SURVEYOR LOCATION REPORT

This report was prepared only for:
FOUNDATION TITLE SERVICES (#2024-05005)
AND
ALLY BANK.

THIS REPORT IS DESIGNED FOR USE BY A TITLE INSURANCE COMPANY WITH RESIDENTIAL LOAN POLICIES. NO CORNER MARKERS WERE SET AND THE LOCATION DATA HEREIN IS BASED ON LIMITED ACCURACY MEASUREMENTS. THEREFORE, NO LIABILITY WILL BE ASSUMED FOR ANY USE OF THIS DATA FOR CONSTRUCTION OF NEW IMPROVEMENTS OR FENCES. THIS REPORT IS NOT INTENDED TO REPRESENT A SURVEY, NOR IS IT INTENDED TO BE USED BY AND/OR BENEFIT THE BORROWER(S).



PROPERTY ADDRESS: 4679 Oakley Terrace, Zionsville, IN 46077

PROPERTY DESCRIPTION: Lot 161 in Hampshire Section 5, as per the plat thereof recorded December 23, 2020 in Plat Book 29, pages 9-15 as Instrument No. 2020019012, in the Office of the Recorder of Boone County, Indiana.

This is to certify that the subject property does not lie within that Special Flood Hazard Area Zone "A" or "AE". The accuracy is subject to map scale uncertainty and to any other uncertainty in location or elevation on Community Panel Number 18011C0327E of the Flood Insurance Rate Maps, effective date January 18, 2012.

BORROWER(S): David James Wildt and Alisa Marie Wildt



HAHN SURVEYING GROUP, INC.

Land Surveyors

8925 N. Meridian Street, Suite 120

Indianapolis, IN 46260

PHONE: (317) 846-0840 / (317) 846-4119

EMAIL: orders@hahnsurveying.com

www.hahnsurveying.com

Job No: S24-23915

Sheet 1 of 2

SURVEYOR LOCATION REPORT

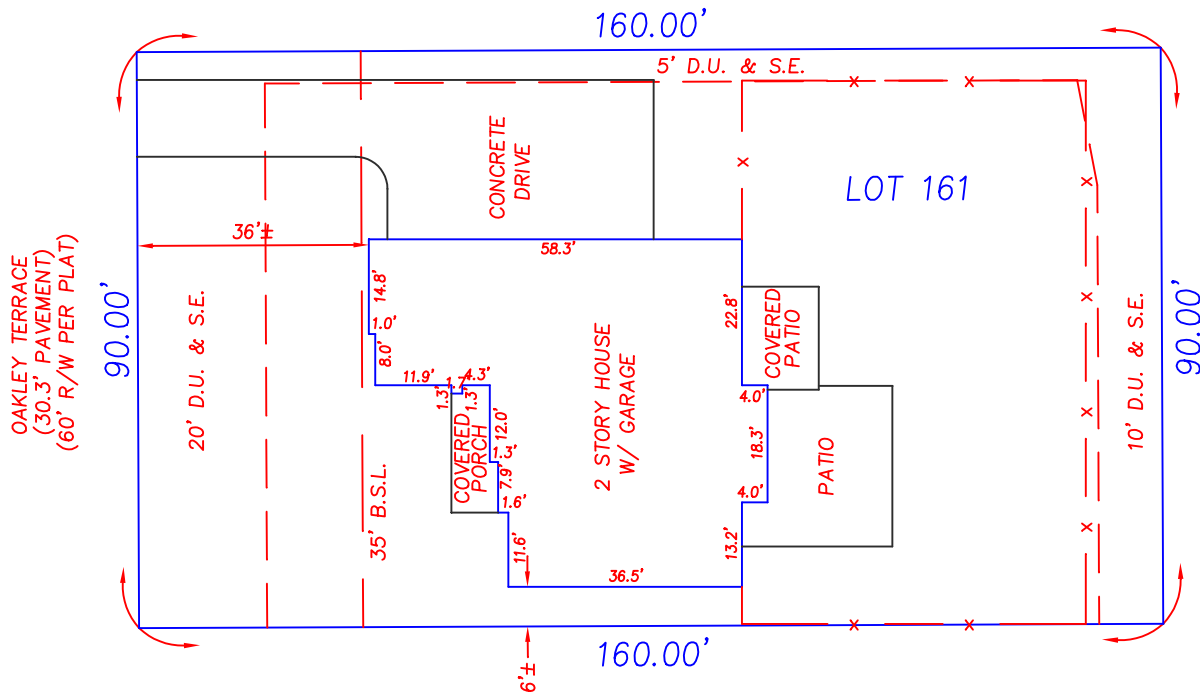
I hereby certify to the parties named above that the real estate described herein was inspected under my supervision on the date indicated and that to the best of my knowledge, this report conforms with the requirements contained in Sections 27 through 29 of 865 IAC 1-1-12 for a SURVEYOR LOCATION REPORT. Unless otherwise noted there is no visible evidence of possession lines found.

LEGEND

R/W	RIGHT-OF-WAY
— x —	FENCE±
B.S.L.	BUILDING SETBACK LINE
D.U. & S.E.	DRAINAGE UTILITY & SEWER EASEMENT



SCALE: 1"=30'



NOTE: FENCE LOCATIONS SHOWN ARE APPROXIMATE. AN ACCURATE BOUNDARY SURVEY IS REQUIRED TO DETERMINE EXACT LOCATIONS.

NOTE: BUILDING SETBACK LINES SHOWN ON THE WITHIN REPORT WERE TAKEN FROM THE RECORD PLAT, THERE MAY BE OTHER BUILDING SETBACK LINES ASSOCIATED WITH THE SUBJECT TRACT. CONTACT THE LOCAL PLANNING AND BUILDING DEPARTMENT FOR ANY ADDITIONAL SETBACK REQUIREMENTS.

NOTE: THE ACCURACY OF THIS REPORT IS LIMITED TO ± 1 FOOT PER TITLE 865 I.A.C. 1-12-27. A BOUNDARY SURVEY (RETRACEMENT SURVEY) IS RECOMMENDED PRIOR TO THE CONSTRUCTION OF ANY NEW IMPROVEMENTS INCLUDING, BUT NOT LIMITED TO; HOME ADDITIONS, FENCES, POOLS, PATIOS, DECKS, SHEDS ETC.



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CERTIFIED: June 3, 2024

Chad L. Brown

Chad L. Brown

Registered Land Surveyor,

Indiana #21100002

Drawn By: JG

Job No.: S24-23915

Sheet 2 of 2



Town of Zionsville | 1100 West Oak Street | Zionsville, Indiana 46077 | www.zionsville-in.gov

April 11, 2025

To: Zionsville Town Council
From: Fire Chief James VanGorder
Re: Potential land purchases

As you are all aware, the Fire Department has been working through a Fire Station Feasibility Plan for the better part of eight months. As we are reaching the conclusion of developing the final plan, it has come very apparent that land acquisition is critically important to the long-term success of future public safety planning for our community.

To that end and based on recommendations, we have reviewed multiple options in various locations throughout our community to locate the most optimal locations to deliver timely professional fire department services. Previous efforts by the fire department to acquire property in the area of 875 E and 400 S were a good decision and provide locations for public safety services. However, in other areas of our community the Town does not currently own property and there is a need to acquire property in the Eastern and Western most portions of our service area to ensure we are able to deliver these essential services. Our consultants have encouraged the Town to move forward to secure property in these areas before they are developed and unavailable.

After careful analysis with our consultant Woolpert, we have identified these two locations and come before you to seek your approval to continue this planning effort with the passage of the attached Council Fire Station Land Acquisition Resolution.

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

RESOLUTION NO. 2025-10

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF ZIONSVILLE,
INDIANA, EXPRESSING INTEREST IN THE PURCHASE OF CERTAIN
PROPERTIES VALUED AT OVER \$25,000**

WHEREAS, prior to the Town of Zionsville, Indiana (“Town”) purchasing certain land or structures valued at over Twenty-Five Thousand Dollars (\$25,000.00), Ind. Code § 36-1-10.5 requires the Zionsville Town Council (“Town Council”) to indicate by resolution the Town’s interest in purchasing same; and

WHEREAS, the Town has determined that some properties that it is interested in purchasing for the construction of a new fire station may exceed Twenty-Five Thousand Dollars (\$25,000.00) in value.

NOW, THEREFORE, BE IT RESOLVED by the Town Council of the Town of Zionsville, Indiana, that:

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

Section 2. The Town may be interested in purchasing the following described properties, or a portion thereof, that may be valued in excess of Twenty-Five Thousand Dollars (\$25,000.00) and which are associated with the construction of a new Town fire station:

1. Parcel No: 008-05210-00
Street Address: 3302 E. 550 S (Est.)
City: Lebanon
Zip: 46052
Deeded Owner: Aaron W. Everett Family Farm
2. Parcel No: 029-17820-07
Street Address: 3795 S US 421
City: Zionsville
Zip: 46077
Deeded Owner: Henke Development Group LLC
3. Parcel No: 029-17820-12
Street Address: 3911 S US 421
City: Zionsville
Zip: 46077
Deeded Owner: Henke Development Group LLC

4. ~~-~~Parcel No: 029-17820-13
Street Address: 11143 Ambrose Lane
City: Zionsville
Zip: 46077
Deeded Owner: Holiday Farms SL Real Estate

SO RESOLVED 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	NAY
	Signature	Signature
Jason Plunkett, President		
Brad Burke, Vice President		
Tim McElderry, Member		
Craig Melton, Member		
Evan Norris, Member		
Sarah Sampson, Member		
Joe Stein, Member		

I hereby certify that the foregoing Resolution was delivered to 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

| This Resolution was prepared by Jon Oberlander, Chief Legal Counsel, on 4/7/2025 at 12:30 p.m. No subsequent revision to this Ordinance has been reviewed by Mr. Oberlander for legal sufficiency or otherwise.

The Reserve at Union Woodlands
PLANNED UNIT DEVELOPMENT DISTRICT

ORDINANCE

ZIONSVILLE, INDIANA

MARCH 2025

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SCHEDULE OF EXHIBITS

<u>Exhibit 1.</u>	<u>Legal Description</u>
<u>Exhibit 2.</u>	<u>Concept Plan</u>
<u>Exhibit 3.</u>	<u>Use Block Plan</u>
<u>Exhibit 4.</u>	<u>Use Table</u>
<u>Exhibit 5.</u>	<u>Development Standards Matrix</u>
<u>Exhibit 6.</u>	<u>Conceptual Character Imagery – Estate Residential Use Block</u>
<u>Exhibit 7.</u>	<u>Conceptual Character Imagery – Center Common Use Block</u>
<u>Exhibit 8.</u>	<u>Conceptual Character Imagery – Michigan Road Use Block</u>
<u>Exhibit 9.</u>	<u>Architectural Standards</u>
<u>Exhibit 10.</u>	<u>Pedestrian Circulation Plan</u>
<u>Exhibit 11.</u>	<u>Street Typology Plan and Street and Trail Standards</u>
<u>Exhibit 11.1.</u>	<u>Street Typology Plan and Street and Trail Standards Exhibit</u>
<u>Exhibit 11.2a-b.</u>	<u>Street Standards</u>
<u>Exhibit 12.</u>	<u>Conceptual Imagery – Development Common Area Details</u>

Note: All of the above Exhibits (1-12) are attached to this The Reserve at Union Woodlands Ordinance, are incorporated by reference into this The Reserve at Union Woodlands Ordinance, and are part of this The Reserve at Union Woodlands Ordinance.

**ORDINANCE NO. 2025-____
OF THE TOWN OF ZIONSVILLE, INDIANA**

**AN ORDINANCE ESTABLISHING
THE RESERVE AT UNION WOODLANDS
PLANNED UNIT DEVELOPMENT DISTRICT**

Plan Commission Petition No. [2024-50-Z]

WHEREAS, I.C. 36-7-4-600, confers upon Zionsville Town Council the power to determine reasonable zoning requirements for property within the Town's corporate boundaries, and Section 194.182 of the Town of Zionsville Zoning Ordinance sets forth the process to amend the Town's Official Zone Map; and

WHEREAS, Section 194.140 of the Town of Zionsville Zoning Ordinance, as amended (the "Zoning Ordinance"), provides for the establishment of a Planned Unit Development District in accordance with the requirements of I.C. § 36-7-4-1500 et seq.; and

WHEREAS, the property described in Exhibit A to the Certification, attached hereto as Exhibit 1 (the "Real Estate"), in the Town of Zionsville, is currently zoned AG (Agriculture); and

WHEREAS, the Town of Zionsville Advisory Plan Commission certified on _____, 2025 to the Zionsville Town Council a favorable recommendation for rezoning the Real Estate to The Reserve at Union Woodlands Planned Unit Development District (the "The Reserve at Union Woodlands District") established by this planned unit development district ordinance ("The Reserve at Union Woodlands Ordinance"), with respect to the real estate legally described in Exhibit 1 (the "Real Estate"); and

WHEREAS, the Zionsville Town Council has been requested to amend the Official Zone Map for the Town of Zionsville, Indiana, as amended.

NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL FOR THE TOWN OF ZIONSVILLE, INDIANA, THAT: (i) pursuant to IC §36-7-4-1500 *et seq.*, the Council adopts The Reserve at Union Woodlands Ordinance, as an amendment to the Zone Map, (ii) all prior ordinances or parts thereof inconsistent with any provision of The Reserve at Union Woodlands Ordinance and its exhibits are hereby made inapplicable to the use and development of the Real Estate, (iii) all prior commitments and restrictions applicable to the Real Estate shall be null and void and replaced and superseded by The Reserve at Union Woodlands Ordinance, and (iv) The Reserve at Union Woodlands Ordinance shall be in full force and effect from and after its passage and adoption by the Council.

Section 1. Applicability of Ordinance.

Section 1.1. The Zone Map is hereby changed to designate the Real Estate as a Planned Unit Development District to be known as The Reserve at Union Woodlands District.

Section 1.2. Development in The Reserve at Union Woodlands District shall be governed entirely by (i) the provisions of this The Reserve at Union Woodlands Ordinance and its exhibits, and (ii) those provisions of the Zoning Ordinance specifically referenced in The Reserve at Union Woodlands Ordinance. In the event of a conflict or inconsistency between The Reserve at Union Woodlands Ordinance and the Zoning Ordinance, the provisions of The Reserve at Union Woodlands Ordinance shall apply. In the event a standard, required for the approval by the Town of a Development Plan, is not defined within this The Reserve at Union Woodlands Ordinance, the provisions of the required standard within the Zoning Ordinance shall apply.

Section 1.3. The subdivision of the land shall be allowed with The Reserve at Union Woodlands District. Whenever a subdivision occurs, the regulations and procedures of the Subdivision Control Ordinance, Ch. 193 of the Town's code of ordinances, and other relevant town ordinances and standards shall apply.

Section 1.4. The Michigan Road Corridor Overlay shall not apply to the use and development of the Real Estate.

Section 2. Rules of Construction.

Section 2.1. General Rules of Construction. The following general rules of construction and definitions shall apply to The Reserve at Union Woodlands Ordinance:

- A. The singular number includes the plural and the plural the singular, unless the context clearly indicates the contrary.
- B. Words used in the present tense include the past and future tenses, and the future the present.
- C. The word "shall" indicates a mandatory requirement. The word "may" indicates a permissive requirement.

Section 3. Use Blocks Within The Reserve at Union Woodlands Ordinance. The Use Blocks within The Reserve at Union Woodlands District are as shown on Exhibit 3 (Use Block Plan).

Section 3.1. Estate Residential Use Block. This Block is located as shown on Exhibit 3 (Use Block Plan) and consists entirely of residential uses located in single and two-story and three-story buildings.

A. Permitted Uses:

- (1) Permitted Uses shall be Single Family Dwellings and other authorized uses as set forth in Exhibit 4 (Use Table).
- (2) Additional Requirements and Standards are included under Section 11 of The Reserve at Union Woodlands Ordinance.

B. Development Requirements:

- (1) Applicable bulk requirements are contained within Exhibit 5 (Development Standards Matrix).
- (2) Applicable landscaping requirements are contained in Section 5 of The Reserve at Union Woodlands Ordinance.
- (3) Applicable lighting requirements are contained in Section 6 of The Reserve at Union Woodlands Ordinance.
- (4) Applicable signage requirements are contained in Section 7 of The Reserve at Union Woodlands Ordinance.
- (5) Applicable parking requirements are contained in Section 8 of The Reserve at Union Woodlands Ordinance.
- (6) Applicable pedestrian circulation standards are contained in Section 9 of The Reserve at Union Woodlands Ordinance.
- (7) Applicable environmental systems, drainage and street standards are contained in Section 10 of The Reserve at Union Woodlands Ordinance.

C. Dwellings shall comply with Exhibit 9 (Architectural Standards)

D. The Conceptual Character Imagery of Building Architecture is contained within Exhibit 6 (Conceptual Character Imagery – Estate Residential Use Block).

Section 3.2. Center Common Use Block. This Block is located as shown on Exhibit 3 (Use Block Plan).

A. Permitted Uses:

- (1) Permitted Uses shall be Single Family Dwellings and other authorized uses as set forth in Exhibit 4 (Use Table).
- (2) Additional Requirements and Standards are included under Section 11 of The Reserve at Union Woodlands Ordinance.

B. Development Requirements:

- (1) Applicable bulk requirements are contained within Exhibit 5 (Development Standards Matrix).

- (2) Applicable landscaping requirements are contained in Section 5 The Reserve at Union Woodlands Ordinance.
- (3) Applicable lighting requirements are contained in Section 6 of The Reserve at Union Woodlands Ordinance.
- (4) Applicable signage requirements are contained in Section 7 of The Reserve at Union Woodlands Ordinance.
- (5) Applicable parking requirements are contained in Section 8 of The Reserve at Union Woodlands Ordinance.
- (6) Applicable pedestrian circulation standards are contained in Section 9 of The Reserve at Union Woodlands Ordinance.
- (7) Applicable environmental systems, drainage and street standards are contained in Section 10 of The Reserve at Union Woodlands Ordinance.

C. Dwellings shall comply with Exhibit 9 (Architectural Standards)

D. The Conceptual Character Imagery of Building Architecture is contained within Exhibit 7 (Conceptual Character Imagery – Center Common Use Block).

Section 3.3. Michigan Road Use Block. This Block is located as shown on Exhibit 3 (Use Block Plan) and permits a variety of housing options, assisted living, independent living and Townhouses, together with neighborhood commercial, professional office uses and retail uses in single story and story buildings. The Michigan Road Use Block permits such uses as cafes, an art gallery, and recreational facilities, as well as health and fitness facilities. The Michigan Road Use Block is designed to create a compact, vibrant living environment that emphasizes walkability and building scale to encourage interaction.

A. Permitted Uses:

- (1) Permitted Uses are specified in Exhibit 4 (Use Table).
- (2) Additional Requirements and Standards are included under Section 11 of The Reserve at Union Woodlands Ordinance.

B. Development Requirements:

- (1) Applicable bulk requirements are contained within Exhibit 5 (Development Standards Matrix).
- (2) Applicable landscaping requirements are contained in Section 5 of The Reserve at Union Woodlands Ordinance.

- (3) Applicable lighting requirements are contained in Section 6 of The Reserve at Union Woodlands Ordinance.
- (4) Applicable signage requirements are contained in Section 7 of The Reserve at Union Woodlands Ordinance.
- (5) Applicable parking requirements are contained in Section 8 of The Reserve at Union Woodlands Ordinance.
- (6) Applicable pedestrian circulation standards are contained in Section 9 of The Reserve at Union Woodlands Ordinance.
- (7) Applicable environmental systems, drainage and street standards are contained in Section 10 of The Reserve at Union Woodlands Ordinance.
- (8) Access shall be limited to a single entry as depicted on the Concept Plan (Exhibit 2).

- C. The Conceptual Character Imagery of Building Architecture is contained within Exhibit 8 (Conceptual Character Imagery – Michigan Road Use Block).

Section 3.4. Tree Preservation and Wildlife Use Block. This Block is located as shown on Exhibit 3 (Use Block Plan) and reserves approximately 5.6 acres of wooded greenspace in the southwest portion of the development as a naturally preserved amenity. This Block is not intended for any type of development activity, but rather is intended to remain undisturbed greenspace as an amenity.

A. Permitted Uses:

- (1) Permitted Uses are limited to a park and permitted Accessory Uses as set forth in Exhibit 4 (Use Table).

B. Development Requirements:

- (1) The Tree Preservation and Wildlife Use Block shall be left naturally preserved, except for the removal of dead or dying trees and vegetation, brush clearing, and forest management practices designed to assure the continued vitality of the area as an Indiana woodland. Walking trails and enhancement of this area consistent with a natural recreational area shall be permitted.

Section 4. Accessory Structures and Uses. Accessory Structures and Accessory Uses shall be permitted in The Reserve at Union Woodlands District to the extent set forth in Exhibit 4 (Use

Table) and shall comply with the Standards set forth in Exhibit 5 (Development Standards Matrix) applicable to such Accessory Structures. Accessory Structures in the Estate Residential Use Block or Center Common Use Block shall have on all sides the same architectural features and construction materials, and be architecturally compatible with the principal Building(s) with which it is associated.

Section 5. Landscaping Requirements. The landscaping in The Reserve at Union Woodlands District shall be a combination of native and ornamental plants and trees combined in design to complement the existing landscape and architectural character of residential homes. Landscape treatment for buffers, greenspaces, roads, paths, service and parking areas, Amenity Areas and storm water areas shall be designed as an integral and coordinated part of the landscape plan for the development as a whole.

Section 5.1. General Landscaping Standards. Landscaping shall be integrated with, and compliment other functional and ornamental site design elements, where appropriate, such as hardscape materials, paths, sidewalks, fencing, or any water features.

- A. Plantings along Buildings and streets should be designed with repetition, structured patterns, and complementary textures and colors, to reinforce the overall character of the area. Alternate or pervious paving material and alternative planting media is permitted in the areas where planting space is limited by restrictions such as Buildings, asphalt or concrete paving, parking lots, etc.
- B. All trees, shrubs and ground covers shall be planted according to American Standard for Nursery Stock (ANSI Z60.1), and following the standards and best management practices (BMPs) published by the Indiana Department of Natural Resources, Division of Forestry Community Urban Forestry Program. Landscaping materials shall be appropriate for local growing and climatic conditions. Plant suitability, maintenance and compatibility with site construction features are critical factors that should be considered.
- C. Shade trees shall be at least two and one half (2.5) inches in caliper diameter when planted, as measured at six (6) inches above the ground. Ornamental trees shall be at least one and one half (1.5) inches caliper diameter when planted, as measured at six (6) inches above the ground. Evergreen trees shall be six (6) feet in height when planted and can be substituted for (in place of) shrubs with 1 (one) evergreen tree equal to three (3) shrubs. Shrubs shall be at least eighteen (18) inches in height when planted. Ornamental grasses of at least nine (9) inches in height when planted and that obtain a mature height of at least three (3) feet may be substituted (in place of) shrubs on a one to one (equivalent) basis. There shall be no minimum size for mitigation plantings.

- D. Existing vegetation may be used to achieve project landscaping requirements, as determined by the Controlling Developer, if (i) the vegetation located on the subject parcel is of suitable quality and health, and (ii) the vegetation is required to be preserved using accepted best management practices (BMP's) for tree protection during construction. To the extent existing vegetation will be used to achieve project landscaping requirements, the Controlling Developer or its successor shall provide a tree survey and/or tree inventory with its petition for Development Plan approval.
- E. Low maintenance plantings such as low mow turf and native prairie plantings may be used to minimize water use and mowing in open areas.
- F. Any Material Alterations of landscaping approved as part of a Development Plan, may be approved by the Director or the Director's designee in order to conform to specific site conditions. Additional deviations or Material Alterations of landscaping may be approved by the Director or the Director's designee in order to conform to specific site conditions.
- G. All plantings shall comply with Vision Clearance Area requirements contained in the Town of Zionsville Subdivision Control Ordinance.
- H. Any plantings within a right-of-way shall be maintained by the Controlling Developer or its successor. If the Town's Department of Public Works or the County Highway Department must remove any plantings for street or utility repairs, they shall not be required to be replaced by the Town or County, and replaced by the controlling Developer or its successor.

Section 5.2. Areas to be Landscaped.

- A. Perimeter Buffering. See Section 5.3 below.
- B. Street Trees. See Section 5.4 below.
- C. Foundation Plantings. See Section 5.5 below.
- D. Parking Lot Plantings. See Section 5.6 below.
- E. Screening Areas. See Section 5.7 below.
- F. Storm Water Retention Ponds. See Section 5.8 below.

Section 5.3. Perimeter Buffering.

- A. Perimeter landscaping along the property lines shall be provided in the form of (i) a minimum ten (10) foot greenbelt buffer for portions of the Real Estate perimeter abutting all roadways (with the exception of the frontage along U.S. 421 which must have a twenty (20) foot greenbelt), (ii) a minimum twenty (20) foot greenbelt buffer between proposed lots and existing residential lots adjacent to The Reserve at Union Woodlands District, and (iii) a buffer may be included between uses if the Controlling Developer determines it is necessary.
- B. In an effort to retain the natural wooded habitat, trees may be preserved in lieu of plantings. Tree preservation will be encouraged and only require removal if for drainage, utilities or pedestrian trails and paths. Buffering may be composed of existing trees, natural woodland growth, creeks grass, ponds, storm water management elements, fountains, berms and landscape areas. A masonry wall, mound or fencing (or any combination thereof) may serve in lieu of any buffer requirement required within The Reserve at Union Woodlands District; provided that: (i) such wall, mound or fencing is at least six (6) feet in height; and (iii) permitted fence or wall materials consist of wood, brick, masonry or other similar durable materials as approved by the Director. The incorporation of walkways and bikeways into the design is permitted; however, no Buildings or Accessory Structures shall be established within areas designated for perimeter buffering, with the exception of gate houses or entrance structures. Ground mounted signs and lighting standards are permitted within areas designated for perimeter buffering.
- C. Landscape planting minimum requirements of four (4) shade trees and three (3) ornamental trees per one hundred (100) linear feet shall be provided within the green belt buffer. To the extent existing trees and vegetation will be used to achieve project buffering requirements, the Controlling Developer or its successor shall provide a tree survey and/or tree inventory with its petition for Development Plan approval; provided, that the Director may determine not to require a tree survey where the Controlling Developer demonstrates that the existing vegetation will remain in place and be substantially undisturbed.
- D. Required buffer plantings may be grouped to allow a more natural planting scheme and to provide view sheds, where appropriate, into the District, and required buffer plantings may be computed as an average across the total linear footage of frontage. The maximum spacing between groupings shall be one hundred (100) linear feet.

- E. There are no minimum Bufferyard requirements between Use Blocks required by this Ordinance; besides a twenty (20) foot buffer between the Michigan Road Use Block and the Center Common Use Block (which could be 10 foot on each lot.

Section 5.4. Street Trees.

- A. Medium or large growing shade trees shall be planted parallel to each street, in planting strips on both sides of the street. Street trees shall be planted a minimum of twenty-five (25) feet and a maximum of forty-five (45) feet on center. Where ample passage area is provided, tree planting areas shall be treated as planting beds to soften the hardscape.
- B. In instances where street trees are required within perimeter buffer areas all street trees shall count toward the perimeter buffer planting standards provided above in Section 5.3.
- C. No street trees shall be planted in conflict with drainage or utility easements or structures and underground detention (unless permitted by the Director), or within Vision Clearance Areas.
- D. Street tree species shall be selected from the Town's published list of recommended street trees. Street trees shall be pruned to a minimum height of nine (9) feet over sidewalks and fourteen (14) feet over streets, to allow free passage along sidewalks and streets.
- E. Any damage caused by the root system of the street trees to the surrounding trails, sidewalks, streets curbs or publicly owned underground piping, shall be repaired by the Developer or its successor in interest.
- F. The removal of dead or otherwise unsafe, street trees shall be by the Controlling Developer or its successor in interest.

Section 5.5. Foundation Planting Standards. Applicable to only the Michigan Road Use Block, building base landscaping shall be provided at the base of all Building elevations that do not directly abut hardscapes, to soften and enhance the architectural lines of Buildings, frame the primary views to Buildings and public spaces, and blend architectural designs with the landscape. Foundation plantings shall be designed to appropriately complement a Building's use, setback, height, and architectural features. Window boxes for flowers and planters on front stoops and sidewalks are encouraged in areas where landscaping cannot be installed at the base of a Building due to the Building's proximity to a sidewalk, path, street, right-of-way or easement. Building base landscaping may help fulfill perimeter buffering requirements where applicable.

- A. Within the Michigan Road Use Block a minimum planting area of three (3) feet in depth, extending from the building façade, shall be installed along the front, sides, and rear of Building(s).
- B. The primary landscape materials used shall be shrubs, ground cover, and ornamental grasses.
- C. Sidewalks, plazas and/or terraces may be permitted in foundation planting areas.
- D. Outdoor dining, ingress areas, egress areas and service areas shall not require foundation plantings and shall be deducted from the overall length and size of the Building perimeter prior to calculating the required foundation planting area.

Section 5.6. Parking Lot Plantings. Where parking lots are visible from the public right-of-way, the following requirements will apply:

- A. Lot Interior. A minimum of one (1) shade tree and three (3) shrubs per fifteen (15) parking spaces shall be provided. Planting islands shall be a minimum of nine (9) feet wide by eighteen (18) feet wide. Planting islands shall be permitted to be utilized for stormwater management as part of a low impact development strategy. No more than twenty (20) continuous spaces are permitted.
- B. Lot Perimeter. A minimum six (6) foot wide perimeter planting strip shall be provided on all sides of a parking lot (except where parking areas abut curb-to-building sidewalk or adjacent Amenity Areas).
 - 1. The planting strip shall contain three (3) shade trees and twenty (20) shrubs and/or ornamental grasses per one hundred (100) lineal feet of planting strip.
 - 2. Walls with a minimum of one-third (1/3) of the aggregate wall length on a parcel to be eighteen (18) inches to twenty-four (24) inches in height (seating walls), and the remaining two-thirds (2/3) of the aggregate wall length with a minimum height of forty-two (42) inches, may be used in lieu of fifty (50) percent of the required plantings.
 - 3. These requirements exclude areas where parking lot drive aisles discharge directly into a perimeter road. In areas where parking lot drive aisles abut to the right-of-way edge no shrubs will be required.

4. Perimeter planting may occupy the same area as a required perimeter buffering but shall not be counted towards buffer planting requirements; provided, however that in areas where there exists a combination of buffer plantings and parking lot perimeter plantings, the required number of plantings shall not exceed five (5) trees and thirty (30) shrubs per one hundred (100) lineal feet.
5. Existing vegetation may be credited towards perimeter planting strips around parking lots on a one-to-one basis for trees provided the existing trees are healthy and have a minimum 3" diameter at breast height. In addition, existing trees may be substituted for three (3) shrubs. The planting strip where credited must be placed within a woodland preservation easement and there should be no limit to the width of this planting strip when crediting existing trees. To the extent existing trees and vegetation will be used to satisfy parking lot perimeter planting requirements, the Controlling Developer or its successor shall provide a tree survey and/or tree inventory with its petition for Development Plan approval.

- C. Additional Requirements. Required parking lot plantings may be grouped to allow a more natural planting scheme and to provide view sheds, where appropriate, and required plantings may be computed as an average across the total linear footage of frontage.

Section 5.7. Screening Areas. Screening and landscaping shall prevent direct views of loading areas, ground mounted mechanical/telecommunication equipment and other service areas from adjacent residential properties or from the public right-of-way. Screening and buffering shall be achieved through walls, fences and landscaping that meets the requirements of Section 5.6B, shall be a minimum of five (5) feet tall, and shall be visually impervious. Recesses in the Building or depressed access ramps may also be used.

Section 5.8. Storm Water Retention Ponds. Storm water retention ponds will be designed in a non-geometric shape. The primary landscaping materials used when adjacent to ponds shall be shrubs, ground covers, ornamental grasses and wetland specific plantings, appropriately cited for a more natural rather than engineered appearance.

Section 5.9. Maintenance. Once developed, it shall be the responsibility of the applicable owner(s) or homeowners' association with respect to any portion of the Real Estate owned by such owner(s) and on which any landscaped area exists per the requirements of the The Reserve at Union Woodlands Ordinance, to insure proper maintenance of landscaping in accordance with The Reserve at Union Woodlands Ordinance. This maintenance is to include, but is not limited to (i) mowing, tree trimming, planting, maintenance contracting, irrigation and mulching of planting areas, (ii) replacing dead, diseased, obtrusive or

overgrown plantings with identical varieties or a suitable substitute, and (iii) keeping the area free of refuse, debris, rank vegetation and weeds. Street trees shall be maintained by the Controlling Developer or its successor.

Section 6. Lighting Requirements.

Section 6.1. Street Lights.

- A. Street light design shall be consistent throughout the Real Estate. Street signage may be mounted to Street lights where necessary to reduce roadside clutter.
- B. The Controlling Developer or its successor-in-interest shall be responsible for the power costs and maintenance of all street lighting within the development.
- C. Street lights will be installed at street intersections and at a separation distance not less than 300 feet or greater than 600 feet.

Section 6.2. Site Lighting. All site lighting accessory to uses within the Real Estate shall comply with the following standards:

- A. All site lighting shall be coordinated throughout the Use Blocks and be of uniform or comparable design and materials.
- B. Exterior lighting of the Building or site shall be designed so that (i) light is not directed off the site; (ii) the light source is shielded from direct offsite viewing; and (iii) light is not directed upward.
- C. Exterior lighting shall be architecturally integrated with the Building style, material and color. Rooftop lighting is prohibited.
- D. All exterior ground-mounted architectural, display and decorative lighting shall be generated from concealed on low level fixtures.
- E. Light fixtures in parking areas shall not exceed twenty-five (25) feet in height. The height of light fixtures within ninety (90) feet of detached single-family residential structures shall not exceed eighteen (18) feet.
- F. Lighting in all parking areas serving non-residential uses shall be designed and maintained so that it is reduced, to a lower level reasonably required for security purposes, during the hours that the associated uses are not open for business.
- G. No neon lighting shall be permitted (i) on the exterior of or (ii) outside any Building.

- H. The site lighting intensity within the development shall not exceed the limits and standards set forth in the Zoning Ordinance.

Section 7. Signage Requirements.

Section 7.1. Entrance Signs. One monument style, entrance Identification Sign shall be permitted at each entrance to the Real Estate. Individual internal neighborhood signs or entryways to the Amenity Areas within the Real Estate shall not be limited but shall be consistent, when possible, in character and style and shall not be any larger the four (4) feet by four (4) feet.

- A. Area: Maximum sign area per sign shall be seventy-five (75) square feet.
- B. Height: Maximum sign height shall be ten (10) feet.
- C. Location: Located outside of street right-of-way, unless an encroachment is permitted by the Town of Zionsville. Additionally, no sign shall be within the required Vision Clearance Areas.
- D. Illumination: Signs may be externally or internally illuminated signs.

Section 7.2. Building Signs. Michigan Road Use Block shall be permitted signs per the requirements of this Section.

- A. Wall Signs. Wall Signs shall be permitted. No individual roof signs shall be allowed.
 - 1. Establishments are permitted one wall sign per façade up to fifteen percent (15%) of the wall area corresponding to the business location within a Building.
 - 2. Signs are not required to face a public street frontage.
 - 3. Signs shall fit within the horizontal and vertical elements of the Building and shall not obscure details of the Building. No sign shall be allowed to extend above the roofline of a Building.
 - 4. Illumination: Halo-lit, Externally Illuminated, or Internally Illuminated shall be permitted.
- B. Projecting Signs, Porch Signs, Canopy Signs and Awning Signs.
 - 1. Projecting Signs, Porch Signs and Awning Signs shall be permitted.

2. One (1) Projecting Sign or Porch Sign shall be permitted, per establishment, in addition to permitted Wall Signs; provided, however, that an establishment with more than one façade (such as a establishment on the corner of a multi-use building) shall be permitted two (2) such Signs.
3. Canopy or Awning Signs may be placed on more than one awning per establishment provided that they do not exceed the maximum Sign Area limitations. Any letters or logos on an Awning Sign will be a maximum of eight (8) inches in height.
4. Maximum Sign Area: (i) twenty (20) square feet for a Projecting Sign, (ii) six (6) square feet for a Porch Sign and (iii) ten (10) percent of the overall face of the subject establishment's awnings or canopy for Awning Signs or Canopy Signs, respectively.
5. Projecting Signs and Awning Signs shall be a minimum of eight (8) feet above the adjacent sidewalk grade.

C. Window Signs, Murals and Wall Scape Signs.

1. Window Signs shall not exceed 5% of the window surface area on which it is placed or through which it is viewed. The sign surface area of window signs shall be calculated separately from the calculation of other building identification signs and shall not be included in the total area of other building identification signs permitted.
2. Murals, painted on or applied to a wall of a Building, which do not contain moving parts or internal lights, shall not constitute a Wall Sign and shall be permitted.
 - a. Not more than three (3) murals may advertise goods, products, services or facilities at a different location other than the location at which the mural is installed.
 - b. Murals may depict or advertise community, town and other off premise events, businesses or users.
 - c. If a mural is illuminated, indirect lighting shall be used.
 - d. A maximum of five (5) murals are permitted.
3. Wall scape signs are contained in frame system assemblies, are flush mounted to the exterior Building skin, which do not contain moving parts or internal lights, shall not constitute a Wall Sign and shall be permitted.

- a. The wall scape sign may depict or advertise community, town and other off premise events, businesses or users. The sign within the frame may change from time to time without the need to obtain additional signage permits.
- b. If a wall scape sign is illuminated, indirect lighting shall be used.
- c. A wall scape sign shall be permitted a maximum Sign Area of two hundred (200) square feet.
- d. A maximum of five (5) wall scape signs are permitted.

Section 7.3. Dwelling Building Signs (Within the Michigan Road Use Block)

- A. Ground Signs shall be permitted per Dwelling Building, up to fifty (50) square feet in Sign Area and no more than six (6) feet in height.
- B. Illumination: Halo-lit, Externally Illuminated, or Internally Illuminated.
- C. Any other Signage for a residential use, not covered in The Reserve at Union Woodlands Woods Ordinance shall meet the requirements of Section 194.169, Rural; Signs, of the Zoning Ordinance.

Section 7.4. Temporary Signs.

- A. Temporary Signs shall be permitted. Temporary signs shall include signs displayed for the marketing of real estate for sale and/or for lease and other temporary purposes not to exceed thirty (30) consecutive days subject to the approval of the Controlling Developer or its successor.
- B. Temporary Signs shall not exceed eight (8) square feet in Sign Area and shall not exceed four (4) feet in height when placed on the ground.

Section 7.5. Portable Temporary Signs. Portable Temporary Signs shall be permitted. Portable Temporary Signs shall include portable signs displayed outside an Amenity Area used to advertise daily specials or other temporary information displayed during operating hours. Such signs shall not be larger than eight (8) square feet in Sign Area and shall not exceed four (4) feet in height when placed on the ground.

Section 7.6. Incidental Signs. Signs less than three (3) square feet in Sign Area and less than three (3) feet in height where ground mounted shall be permitted and shall be approved by the Controlling Developer.

Section 7.7. Banners. Decorative poles, street light poles or otherwise, with fabric banners are not defined as a sign and any copy (letters and /or logos) on a banner shall be limited

to six (6) square feet in area. These fabric banners may depict or advertise community, civic and other off premise events, businesses or users.

Section 7.8. No Neon. No Sign on the Real Estate shall include an exposed neon lighting source.

Section 7.9. The Reserve at Union Woodlands Internal Signage (Non-Regulatory). All signs pertaining to directions, identification, pedestrian crossings, gate openings, trails and other amenities throughout the Real Estate shall adhere to a consistent look and style but shall not be limited in quantity or size, but rather be used as needed throughout in addition to the street sign system. All such signage will be maintained by the Controlling Developer or its successor in interest. With the prior approval of the Town's Department of Public Works or the Boone County Highway Department, non-regulatory and other permitted signage may be placed within a roundabout; provided, such signage does not impact vision area or cause other safety or maintenance concerns. Any such signage shall not exceed six (6) square feet in Sign Area and shall not exceed four (4) feet in height when placed on the ground.

Section 7.10. Regulatory Signs. Regulatory signage including but not limited to street signs, stop signs, speed limits sign may have decorative posts and hardware provided they meet MUTCD requirements. Any decorative posts, signs or hardware will be maintained by the Controlling Developer or its successor in interest.

Section 8. Parking Requirements.

Section 8.1. Automobile Parking.

- A. A minimum of two (2) spaces per Dwelling, Single-Family including Townhouses are required. Parking Spaces within driveways (tandem spaces in front of garages) meet this requirement. For clarity, parking within garages counts towards this requirement.
- B. Off-street parking areas for two (2) or more different uses may be provided collectively, as one parking area, so long as the total number of spaces provided is not less than the total of the minimum required spaces for each individual use; provided, however, that where it is established to the Department's satisfaction that adjacent buildings have uses that require parking at complementary times of the day, or complimentary days of the week, then the total number of shared parking spaces provided shall be less than the total of the minimum number of spaces required for each individual use.
- C. Parking areas may be constructed with parking bumpers in lieu of the required curb in areas necessary to accommodate storm water management practices.

- D. The minimum dimensions of a 90-degree oriented parking space shall be nine (9) feet in width and eighteen (18) feet in length.
- E. Internal parking lot drive aisles shall be a minimum of twenty-four (24) feet in width as measured from the outside edge of the parking space to the outside edge of the parking space perpendicular to and on the opposite side of the drive aisle.
- F. Within Amenity Areas, golf cart parking may be provided, as necessary, and as determined by the Controlling Developer.
- G. Parking for non-residential uses shall adhere to Section 194.111 Rural Parking and Loading Requirements of the Town of Zionsville Zoning Ordinance.

Section 8.2. Bicycle Parking and Building Amenities.

- A. Bicycle parking shall be provided throughout the site, including within Amenity Areas, in order to encourage alternative means of transportation to the site.

Section 8.3. Off-Street Loading, Stacking and Service Area Requirements.

- A. Loading docks, solid waste facilities, recycling facilities, and other service areas shall be placed to the rear or side of Buildings.
- B. Screening and additional requirements are addressed in Section 5.7 of The Reserve at Union Woodlands Ordinance.

Section 9. Pedestrian Circulation. Specific provisions for incorporating pedestrian and bicycle access, circulation and amenities shall be included in the development of the Real Estate.

Section 9.1. Sidewalks and paths at the roadway frontage within the development limits within existing public street right-of-way (*i.e.*, perimeter pathways) shall meet the recommendations of the Strategic Trails Implementation Plan of the Comprehensive Plan. Such paths may be constructed in phases as parcels are developed within The Reserve at Union Woodlands District.

Section 9.2. Sidewalks, paths and/or walkways shall be provided on a minimum of one side of all interior streets and shall allow for pedestrian mobility within The Reserve at Union Woodlands District and shall comply with Exhibit 10.

Section 9.3. Walkways shall be designed to allow pedestrians to access Buildings and Amenity Areas, and shall connect to sidewalks and paths within the public rights-of-way along Michigan Road and 200 South.

Section 9.4. Walkways shall be provided on at least one side of all non-residential Buildings and shall provide access between rear parking areas and principal Building entrances. The minimum width for such walkways shall be five (5) feet.

Section 9.5. Crosswalks shall be installed at strategic locations to facilitate safety where pedestrian and vehicular conflicts exist.

Section 9.6. Construction of walkways and paths within the Tree Preservation and Wildlife Use Block shall be permitted to be comprised of crushed limestone aggregate or a similar material and shall not have a minimum width requirement in order to minimize the impact of the improvements on the natural environment.

Section 9.7. Internal multi-purpose pathways shall be six (6) feet in minimum width and comprised of either asphalt, concrete, masonry pavers or any combination of those or other equivalent materials. Internal multi-purpose pathways shall be at the Controlling Developer's discretion as to location and number.

Section 9.8. The proposed conceptual pedestrian circulation is depicted on Exhibit 10 (Pedestrian Circulation Plan). As final development plans are brought forth all proposed walkways and paths will be depicted within those plans to ensure compliance with the requirements of this Section 9.

Section 10. Environmental Systems, Drainage and Streets and Streetscapes.

Section 10.1. The development will adhere to, or exceed, the terms and conditions of the Zionsville Stormwater Control Ordinance and Technical Standards.

Section 10.2. Low Impact Development (LID) techniques shall be encouraged as an environmental system to help attain water quality standards in conjunction with development of the storm water conveyance plan for The Reserve at Union Woodlands District. Examples of such systems include the use of bioswales, bioretention, rain gardens, infiltration trenches and permeable pavers/pavement. Any such systems shall be privately owned and maintained.

Section 10.3. Development within The Reserve at Union Woodlands District shall be in accordance with a drainage plan approved by the Town's Department of Public Works, which plan shall accommodate detention volume for the fully developed site and include standards and practices governing run-off, water quality, and regulating release rates. All stormwater infrastructure shall be designed by an engineering professional licensed in the State of Indiana. All stormwater infrastructure shall remain privately owned and maintained, except non-LID stormwater improvements within Public Right-of-Way and downstream infrastructure to the outfall of that section of infrastructure. Further, all uses within the development shall be connected to water and sewer utilities. No on-lot drinking water wells or sewage disposal systems will be allowed.

Section 10.4 Alleys shall be permitted base on the following standards (only permitted in the Michigan Road Use Block):

- A. All Alleys shall be a perpetual easement or private way and shall not be dedicated to the public.
- B. Permeable Pavers may be used as set forth in Exhibit 11.
- C. Utilities may be located within Alleys.

Section 10.5 All streets within The Reserve at Union Woodlands District are intended to be public, with exception of the alleys. All streets will comply with the applicable provisions of the Town and/or County's Street Design and Construction Standards, unless specified otherwise in Exhibit 11 (Street Typology and Street and Trail Standards), accepted during the development plan review process, or other parts of The Reserve at Union Woodlands Ordinance.

Section 10.6. Any parcel or User within The Reserve at Union Woodlands District, served by a private drive or private street shall not be required to maintain a minimum frontage on a public right of way. Multiple users or Dwellings may be served by a single private drive. In such cases, appropriate ingress/egress easements along with a plan for future drive maintenance shall be established.

Section 10.7. Exhibit 11 (Street Typology and Street and Trail Standards) also contains additional street and trail standards for The Reserve at Union Woodlands District.

Section 10.8. The number and configuration of vehicular access drives into the Real Estate shall be as generally illustrated in Exhibit 2 (Concept Plan).

Section 11. Additional Requirements and Standards

Section 11.1. Common Area Details. Conceptual imagery can be found in Exhibit 12 (Conceptual Imagery - Development Common Area Details) and includes but is not limited to a conceptual idea for quality of entryways, common areas, street lighting and other aesthetic details.

Section 11.2. Public Art. Public Art shall be permitted and may be included as part of a Development Plan. Public Art shall be displayed in a location that is visually accessible to the public and shall not be a sign as regulated under by this The Reserve at Union Woodlands Ordinance. Any placement of public art in a right-of-way shall require the prior approval of the Town.

Section 11.3. Premises Identification. Premises identification shall meet the requirements of the postal numbering system provided by the Director for the Town of Zionsville and the U.S. Postal Service.

Section 11.5. Home Occupations. Home Occupations shall meet the requirements of the Zoning Ordinance and as further regulated in the internal Declaration of Covenants of the District.

Section 11.6. Outdoor Storage. Outdoor Storage shall be permitted on a limited basis as specified in Exhibit 4 (Use Table).

Section 11.7. Temporary Uses. Temporary Uses, including Construction Facilities, Model Homes, Outdoor Sales, Outdoor Special Events, Tents, shall be permitted as set forth in Exhibit 4 (Use Table).

Section 11.8. Service Connection Screening. Mechanical equipment, gas meters, and electric meters shall be screened in a manner consistent with Section 5.7 of The Reserve at Union Woodlands Ordinance and shall be visually screened. Recesses in Buildings incorporating gates and other screening methods incorporated into the building design shall meet all applicable building code requirements. Essential mechanical or utilitarian rooftop appurtenances shall be screened, and upon the approval by the appropriate authority, such items and their screening may be erected to the minimum height appropriate unless prohibited by other laws or ordinances. Such appurtenances shall be defined as, but not limited to cooling towers, elevator bulkheads, conveyors, heating ventilation air conditioning equipment (HVAC), and rooftop stairway access structures.

Section 11.9. The Reserve at Union Woodlands District may be developed in phases as determined by the Controlling Developer.

Section 12. Development Limits.

Section 12.1. Maximum Dwellings, Single-Family, Townhomes and Cottages

- A. There shall be no more than a total of Two hundred four (204) Single-Family Dwellings within the development. No more than one hundred fifty-one (151) in the Estate Use Block and no more than fifty-three (53) in the Center Common Use Block.
- B. There shall be no more than One Hundred Fifty (150) Townhouses within the development.

Section 12.2. Maximum Retail Square Footage. There shall be no more than twenty thousand (20,000) total square feet of retail and service uses within the Michigan Road Use Block.

Section 12.3. Modification of Development Limits. Any modification to this Section shall require a public hearing before the Plan Commission, a recommendation of the Plan Commission, and final adoption by the Zionsville Town Council as required by Section 194.146(B)(2) of the Zoning Ordinance.

Section 13. Declaration(s) of Covenants and Owners Association(s). Declarations of Covenant(s) shall be prepared by the Controlling Developer and recorded with the Recorder of Boone County, Indiana. There may be multiple Declaration(s) of Covenants applicable to different portions of the Real Estate, and multiple corresponding Owners' Association(s). The Declaration(s) of Covenants shall establish an Architectural Review Board, which shall establish guidelines regarding the design and appearance of all Office Buildings, Commercial Buildings and Dwelling Buildings.

Section 14. Procedural Provisions.

Section 14.1. Approval or Denial of Plats.

- A. With respect to any portion of The Reserve at Union Woodlands District, the platting into smaller sections shall be permitted, but shall not be required in order to divide the Real Estate into smaller areas for purposes of conveying title to a parcel or creating separate tax parcels. Platting or otherwise dividing the Real Estate into smaller parcels for the purpose of conveying title or creating separate tax parcels shall not create property lines to which setback or any other standards of this The Reserve at Union Woodlands Ordinance shall be applied, provided that development of the parcels conform to an approved Development Plan.
- B. Primary and secondary platting shall be required with respect to any portion of The Reserve at Union Woodlands District on which lots are developed. Platting of lots within The Reserve at Union Woodlands District shall meet the requirements of the Town's Subdivision Control Ordinance, unless a deviation from the standards in such Subdivision Control Ordinance is specifically addressed in The Reserve at Union Woodlands Ordinance. All secondary plats for any portion of The Reserve at Union Woodlands District may be approved administratively by the Department, and may not require a public hearing before the Plan Commission, so long as the proposed secondary plat substantially conforms with the corresponding approved primary plat.
- C. The combination of platted lots (or portions of platted lots) is anticipated and shall be permitted and approved administratively without the approval of the Plan Commission.
- D. If there is a Substantial Alteration in an approved primary plat, review and approval of the amended plans shall be made by the Plan Commission, or a committee thereof, pursuant to the Plan Commission's Rules of Procedure. Minor Alterations and Material Alterations may be approved by the Director.

Section 14.2. Approval or Denial of Development Plans.

- A. Development Plan approval shall be required for the construction of the overall development, or each section thereof if the development is constructed in multiple phases. No Development Plan approval shall be required for an individual, Single-Family Dwelling Unit. However, Single-Family Development Plan approval shall be required for the overall Single-Family Dwelling subdivision, including any community clubhouse and community amenities or other improvements owned by the respective homeowners' association for the neighborhood.
- B. Development Plan approval by the Plan Commission, as prescribed in the Zoning Ordinance, shall be necessary prior to the issuance of a building permit for each Use, other than an individual Dwelling, Single-Family.
- C. The Plan Commission shall review a Development Plan application to determine if the Development Plan satisfies the Requirements specified within The Reserve at Union Woodlands Ordinance.
- D. If there is a Substantial Alteration in an approved Development Plan, review and approval of the amended plans shall be made by the Plan Commission, or a committee thereof, pursuant to the Plan Commission's Rules of Procedure. Minor Alterations and Material Alterations may be approved by the Director.

Section 14.3. Modification of Development Requirements. The Plan Commission may, upon petition of the Controlling Developer, modify any requirements specified in this The Reserve at Union Woodlands Ordinance. However, any approval of such modification shall require a public hearing before the Plan Commission, and final adoption by the Zionsville Town Council as required by Section 194.146(B)(2) of the Zoning Ordinance:

- A. The proposal must be in harmony with the purposes and the land-use standards contained in The Reserve at Union Woodlands Ordinance.
- B. The proposal must enhance the overall development plan, the adjoining streetscapes, and the overall development.
- C. The proposal must not produce a site plan or street/circulation system that would be impractical or detract from the appearance of the development plan or The Reserve at Union Woodlands District, and must not adversely affect emergency access or deprive adjoining noncommercial properties of adequate light and air.

- D. In granting a waiver from the Development Requirements, the Commission may impose such conditions that will, in its judgment, secure the purposes of The Reserve at Union Woodlands Ordinance.

Section 15. Controlling Developer's Consent. Without the written consent of the Controlling Developer (or its successor), no other developer, user, owner, or tenant may obtain any permits or approvals, whatsoever, with respect to the Real Estate or any portion thereof and, as such, and by way of example but not by limitation, none of the following may be obtained without the approval and consent of the Controlling Developer:

- A. Improvement location permits for any improvements within the Real Estate;
- B. Sign permits for any Signs within the Real Estate;
- C. Building permits for any Buildings within the Real Estate;
- D. Development Plan, or primary or secondary plat approval for any part of the Real Estate; and
- E. Any text amendments, variances, modifications of development requirements or other variations to the terms and conditions of this The Reserve at Union Woodlands Ordinance.

Section 16. Violations and Enforcement. All violations and enforcement of The Reserve at Union Woodlands Ordinance shall be subject to Sections 194.235 through and including 194.240 of the Zoning Ordinance.

Section 17. Definitions. The definitions (i) of the uses set forth in Exhibit 4 (Use Table), unless otherwise defined below in this Section 17, shall be the same as set forth in the Zoning Ordinance, (ii) of the capitalized terms set forth below in this Section 17, as they appear throughout The Reserve at Union Woodlands Ordinance, shall have the meanings set forth below in this Section 17 and (iii) of all other capitalized terms included in The Reserve at Union Woodlands Ordinance and not defined below in this Section 17, shall be the same as set forth in the Zoning Ordinance.

Accessory Structure: A structure which is subordinate to a Building or primary use located on the Real Estate and which is not used for permanent human occupancy.

Accessory Use: A use subordinate to the primary use, located on the Real Estate or in the same Building as the primary use, and incidental to the primary use.

Alley: A permanent public or private service way providing a secondary means of access to abutting lands.

Amenity Area: An area which is developed for the active or passive recreation and enjoyment of the occupants of a dwelling or dwellings. Such area may be for either private or public use and may be under either individual or common ownership.

Architectural Review Board: A board, established by a Declaration(s) of Covenants, responsible for reviewing all improvements after the initial, original construction of Buildings, Dwellings, and other improvements as described in Section 13 hereof.

Architectural Standards: The Architectural Standards attached hereto and incorporated herein by reference as Exhibit 9 (Architectural Standards).

Art Gallery: A room, structure or building which original works of art or limited editions of original art are bought, sold, loaned, appraised or exhibited to the general public.

Block(s): Any one or any combination of the (i) Estate Residential Use Block, (ii) Center Common and Cottage Use Block, (iii) Michigan Road Use Block; and (iv) Tree Preservation and Wildlife Use Block as depicted on Exhibit 3 (Use Block Plan) or as context requires.

Building: A structure having a roof supported by columns and walls, for the shelter, support, enclosure or protection of persons, animals, chattel, or property. When separated by party walls, each portion of such a building may be considered a separate Building.

Building Height: The vertical distance from the first finished floor elevation to the highest point of the roof, excluding parapet walls, and entry elements for a flat roof, to the deck line of a mansard roof and to the mean height between the eaves and the ridge for gable, hip and gambrel roofs.

BZA: The Town's Board of Zoning Appeals

Café: A small restaurant selling light meals and drinks.

Center Common Use Block: The Block identified on Exhibit 3 (Use Block Plan) as the "Center Common Use Block."

Commercial Building(s): Any Building occupied primarily by any Retail & Service or Cultural/Entertainment Use. Office buildings, Senior Living Facilities and Dwellings are not within this definition of Commercial Buildings.

Concept Plan: The Concept Plan is attached hereto and incorporated herein by reference as Exhibit 2 (Concept Plan). The Concept Plan depicts a potential layout of the internal drives, Building areas, Buildings, and parking areas permitted by this The Reserve at Union Woodlands Ordinance. The Concept Plan is conceptual and preliminary, only, and the final site plan(s) shall comply with the Development Requirements and may vary from the Concept Plan with respect to, among other things, the size, location, and configuration of walkways, drives, building pads, landscape areas and parking areas may change; provided, however, the Zionsville Plan Commission shall have final approval authority concerning a final plan through its Development Plan approval process.

Conceptual Character Imagery: These are comprised of photographs, elevations and renderings and are intended to generally and conceptually illustrate an application of the Development Requirements and elements of the anticipated character of The Reserve at Union Woodlands District. While the Conceptual Character Imagery are representative in nature and are not intended to specify exactly what will be built and developed, they do fairly and accurately depict the scale of buildings, quality of materials, as well as the look and feel of the contemplated improvements. For instance, final Buildings designs will comply with the Architectural Standards, but may vary from the Conceptual Character Imagery of Buildings (e.g., the use of stone in lieu of brick or vice versa). The Conceptual Character Imagery establishes a benchmark for the quality of the Buildings.

Construction Facility: Temporary buildings or structures incidental to construction operations used during construction development.

Controlling Developer: The Controlling Developer shall mean Pittman Partners, Inc, until (i) Pittman Partners, Inc no longer owns any portion of the Real Estate; or, (ii) Pittman Partners, Inc transfers or assigns, in writing, its rights as Controlling Developer. Such Rights may be transferred by the Controlling Developer, in its sole discretion, in whole or in part, but only by a written instrument, signed by the Controlling Developer.

County: Boone County, Indiana.

Declaration(s) of Covenants: Declaration(s) of Covenants, Conditions and Restrictions applicable to the Real Estate, or any portion thereof, which may be prepared and recorded by the Controlling Developer in the office of the Recorder of Boone County, Indiana, and which may, from time to time, be amended.

Department: The Town of Zionsville Planning & Building Department.

Development Plan: A specific plan for the development of the Real Estate, or any portion thereof, that contains the plan documentation and supporting information required, including but not limited to the site plan, overall plan, building elevations, sign plan, landscape plan and lighting plan, which is submitted for approval by the Plan Commission, showing proposed locations of site improvements, facilities, buildings, structures, and elevations.

Development Requirements: Written development standards and any written requirements specified in The Reserve at Union Woodlands Ordinance, which must be satisfied in connection with the approval of a Development Plan.

Development Standards Matrix: Exhibit 5 (Development Standards Matrix) identifying the bulk requirements applicable to each Block.

Director and/or Director, Plan: The director of Planning & Building Development Department for the Town of Zionsville, Indiana.

Dwelling: A portion of a building intended for occupancy by a residential user. A Dwelling includes an Attached Dwelling.

Dwelling Building: A Building comprised primarily of Dwellings.

Dwelling, Multi-Family: A building consisting of three or more dwelling units, including condominiums, with varying arrangements of entrances and party walls. The term Dwelling, Multi-Family does not include Townhouses. This is intended to describe an apartment building or buildings.

Dwelling, Single-Family. An individual, detached building containing one dwelling unit.

Dwelling Unit. A room or group of rooms designed and equipped exclusively for use as living quarters for only one family and its household employees, including eating, lawful cooking, sleeping space and sanitary facilities reserved solely for the occupants thereof. The term shall not include mobile dwellings, modular dwellings and manufactured dwellings, as well as recreational vehicles.

Entryway Feature: Hardscaping utilized at the entrance of a development that portrays a development theme; or character complementary to the overall development and nearby developed area.

Estate Residential Use Block: The Block identified on Exhibit 3 (Use Block Plan) as the “Estate Residential Use Block.”

General Retail: Enclosed establishments engaged in selling goods or merchandise to the general public for personal or household consumption and rendering services incidental to the sale of such goods. This does not include any drive-thru restaurants, gas station or convenience stores.

Gross Floor Area or GFA: The sum of the total horizontal areas of the several floors of a building(s), measured from the interior faces of exterior walls. The term Gross Floor Area shall include basement, elevator shafts, stairwells of each story and garages. Floor space used for mechanical equipment, attic space, interior balconies, and mezzanines shall be excluded.

Home, Model: A finished, residential unit, including units in a multiple-family structure for which a certificate of occupancy could be obtained, located in a residentially zoned district but utilized as an example of a product offered for sale to purchasers (by a realtor, builder, developer, or contractor). The dwelling house may be furnished but not occupied as a residence while being used as a Model Home.

Home Occupation: An Accessory Use conducted in an Attached Dwelling or Detached Dwelling that is clearly incidental and secondary to the Use of the Dwelling for dwelling purposes.

House, Guest: Living quarters within a detached accessory building located on the same premises with the main residence building for use by temporary guests of the occupants of the main residence building, and not rented or otherwise used as a separate Dwelling.

Lake or Pond, Artificial: A man-made body of water of 1,000 square feet or greater in area.

Masonry Material: Brick, brick veneer, cultured stone, or cementitious siding.

Material Alteration: Any change to any plan approved as part of a Development Plan that involves the substitution of one material, species, element, etc. for another of equivalent quality.

Michigan Road Use Block: The Block identified on Exhibit 3 (Use Block Plan) as the “Michigan Road Use Block.”

Minor Alteration: Any change to any plan approved as part of a Development Plan and/or the Use Block Plan that involves the revision of less than fifteen percent (15%) of the plan’s total area or approved materials and cannot include an increase in the amount of approved units, an increase in the amount of approved retail square footage, an increase in the amount of approved office square footage, a decrease in the amount of required open space, or the elimination of required plantings.

Miscellaneous Uses: The Uses identified on the Exhibit 4 (Use Table) under the heading of Miscellaneous Uses.

Open Space: Land areas, free of Buildings, carefully designed and specialized in function, which act as neighborhood focal points, and allow for passive or active recreation.

Owners Association(s): Owners Association(s) established by the Declaration(s) of Covenants.

Park, Public: A public space and supporting facilities designed and used for a variety of recreational activities, a greater part of which take place outside of any Building.

Parking Area: An area, paved with a hard surface in accordance with the current standards of the Town designed or used for the temporary parking of more than two (2) motor vehicles and available for public Use, whether free or for compensation, or as an accommodation for clients or customers.

Parking Lot, Commercial Parking Area: Any area of land used or intended for off-street parking and operated for remuneration.

Parking Space: An area, unenclosed or enclosed in a Building or in an Accessory Structure, permanently reserved for the temporary storage of one automobile and connected with a street or alley.

Parking Structure: A Building or other Structure designed or used for the temporary parking of vehicles and available for public or private use, whether free or for compensation, or as an accommodation for clients or customers.

Plan Commission: The Zionsville Plan Commission.

Professional Office: The office of a recognized profession maintained for the conduct of that profession. A profession is a vocation, calling, occupation, or employment requiring training in liberal arts or sciences, or combination thereof, requiring advanced study in a specialized

field; any occupation requiring licensing by the State and maintenance of professional standards applicable to the field. This is to include medical offices.

Real Estate: The Real Estate legally described in Exhibit 1 (Legal Description).

Recreational Facility, Commercial Indoor: Any area of land, Buildings and/or facilities used or intended for indoor recreational purposes and operated for remuneration. This may include indoor sports facilities, and indoor tennis and racquetball facilities.

Recreational Facility, Commercial Outdoor: Any area of land, buildings and/or facilities used or intended for outdoor recreational purposes and operated for remuneration. This may include outdoor theaters.

Recreational Facility, Private: A private recreational facility for use solely by the residents and guests of a particular residential development or residential neighborhood, including indoor and outdoor facilities. These facilities are usually proposed or planned in association with development and are usually located within or adjacent to such development.

Recreational Uses: The Uses identified on the Use Table under the heading of “Recreational Uses.”

Residential Building: Any Building occupied primarily by any residential uses.

Residential Uses: The Uses identified on the Exhibit 4 (Use Table) under the heading of “Residential Uses.”

Restroom Facility: Any Building or facility situated on public or private property equipped with toilets or washbowls, or other similar facilities, erected and maintained for use by members of the general public for personal hygiene and comfort.

Sign: Any type of sign as further defined and regulated by this The Reserve at Union Woodlands Ordinance and of the Zoning Ordinance. Any structure, fixture, placard, announcement, declaration, device demonstration or insignia used for direction, information, identification or to advertise or promote any business, product, goods, activity, services or any interests.

Sign Area: The area of a sign shall be computed to include the area within a combination of the smallest regular geometric forms together containing the copy and the logo of the sign. Maximum sign area shall be the maximum sign area for each side of a multi-sided sign. Frames and structures, including decorative, colored and lit backgrounds, not containing advertising matter shall not be included in the computation of sign area.

Sign, Awning: A building identification sign or graphic printed on or in some fashion attached directly to the material of an awning.

Sign, Canopy: A sign that is part of or attached to a canopy over a door, entrance or window.

Sign, Directory: A sign identifying the names and locations of the occupants of a building. A directory sign may utilize changeable copy. For the purpose of this Ordinance a directory sign is not counted as a Ground Sign even if it is supported from the ground.

Sign, Height of Ground: The vertical distance measured from the ground level upon which the sign is established to the height of the upper limit of the Sign Area.

Sign, Identification: A sign that is limited to the name and/or address of a building, institution or person; to the activity carried on in the building or institution; the occupation of the person; and/or the logo.

Sign, Porch: A sign attached to a porch or overhang.

Sign, Projecting: A sign attached to and support by a Building and which extends out at any angle there from.

Sign, Window: Any sign placed inside of, or upon, a window pane or glass which is intended to be seen from the exterior of the window.

Special Event, Outdoor: Short-term cultural, community and entertainment events that take place outdoors shall be considered special events, including but not limited to fund-raising activities by not-for-profit organizations, car washes, walks, runs and bike events, concerts, or festivals.

Sports Field/Outdoor Courts: Any land area or field intended for use by visitors for organized and unorganized recreational athletic uses, including pickleball courts, basketball courts and tennis courts, as well as baseball and softball fields.

Substantial Alteration: Any change to any plan approved as part of a Development Plan and/or the Use Block Plan that involves the revision of fifteen percent (15%) or more of the plan's total area or approved materials.

Subdivision Control Ordinance: Town of Zionsville Subdivision Control Ordinance, as amended.

Temporary Uses: The Uses identified on the Exhibit 4 (Use Table) under the heading of "Temporary Uses."

Town: The Town of Zionsville, Indiana.

Townhouse: A Dwelling that has two or three levels and that is attached to a similar Dwelling by a shared wall (or walls). Townhouses are not Multi-Family Dwellings.

Trail: A path or track across land for recreational purposes which may be dedicated for public use or reserved for private use.

Tree Preservation and Wildlife Use Block: The Block identified on Exhibit 3 (Use Block Plan) as "Tree Preservation and Wildlife Use Block."

Use Block Plan: The Use Block Plan attached hereto and incorporated herein by reference as Exhibit 3 (Use Block Plan) illustrating the Estate Residential Use Block, Tree Preservation and Wildlife Use Block, Center Common Use Block and Michigan Road Use Block.

Use Table: The Use Table attached hereto and incorporated herein by reference as Exhibit 4 (Use Table) identifying the Blocks and the Uses permitted within each Block.

User: An owner or tenant of a particular area within The Reserve at Union Woodlands District.

Zone Map: The Town's official Zone Map corresponding to the Zoning Ordinance.

Zoning Ordinance: Town of Zionsville Zoning Ordinance, as amended.

**TOWN COUNCIL OF THE TOWN
OF ZIONSVILLE, BOONE COUNTY, INDIANA
(Signatures of Council Members)**

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

I hereby certify that the foregoing Ordinance was delivered to the Town of Zionsville mayor John Stehr on the ____ day of _____, 2025__ at _____ A.M./P.M.

ATTEST: _____
Amy Lacy, Municipal Relations Coordinator

MAYOR'S
APPROVAL

John Stehr, Mayor

DATE

MAYOR'S
VETO

John Stehr, Mayor

DATE

EXHIBIT 1

LEGAL DESCRIPTION

The northwest quarter of the northwest quarter of Section 13, Township 18 North, Range 2 East, containing forty (40) acres more or less, and

A part of the Northeast Quarter of Section 14, Township 18 North, Range 2 East, situated in Union Township, Boone County, Indiana, and being more particularly described as follows, to-wit:

Begin at a stone at the Northeast corner of the aforesaid Northeast quarter and proceed thence South 00 degrees 01 minutes 18 seconds East (an assumed bearing) along the section line for a distance of 1982.20 feet; thence South 88 degrees 27 minutes 47 seconds West for a distance of 667.93 feet; thence North 0 degrees 46 minutes 39 seconds East for a distance of 344.18 feet; thence North 89 degrees 16 minutes 46 seconds West for a distance of 683.49 feet; thence North 0 degrees 06 minutes 52 seconds East for a distance of 1626.57 feet; thence North 89 degrees 06 minutes 44 seconds East along the section line for a distance of 1342.62 feet to the point of beginning, containing 55.8386 acres, more or less, and

A part of the Northeast Quarter of Section 14, Township 18 North, Range 2 East, situated in Union Township, Boone County, Indiana, and being more particularly described as follows:

From a stone at the Northeast corner of the aforesaid Northeast Quarter, proceed thence South 0 degrees 01 minutes 18 seconds East (an assumed bearing) along the Section line, for a distance of 1982.20 feet to the Point of Beginning, from said point of beginning, continue thence South 0 degrees 01 minutes 18 seconds East along the Section line for a distance of 656.11 feet; thence South 89 degrees 08 minutes 28 seconds West along the Quarter Section line for a distance of 2263.97 feet, actual distance, (2263.72 feet by previous deed); thence North 20 degrees 31 minutes 22 seconds West along the centerline of U.S. #421, for a distance of 1082.86 feet, actual distance (1082.04 feet by previous deed); thence North 89 degrees 08 minutes 28 seconds East for a distance of 1297.50 feet; thence South 0 degrees 06 minutes 52 seconds West for a distance of 10.57 feet; thence South 89 degrees 16 minutes 46 seconds East for a distance of 683.49 feet; thence South 0 degrees 46 minutes 39 seconds West for a distance of 344.18 feet; thence North 88 degrees 27 minutes 47 seconds East for a distance of 667.93 feet to the Point of Beginning, Containing 51.5957 acres, more or less.

EXHIBIT 2 CONCEPT PLAN

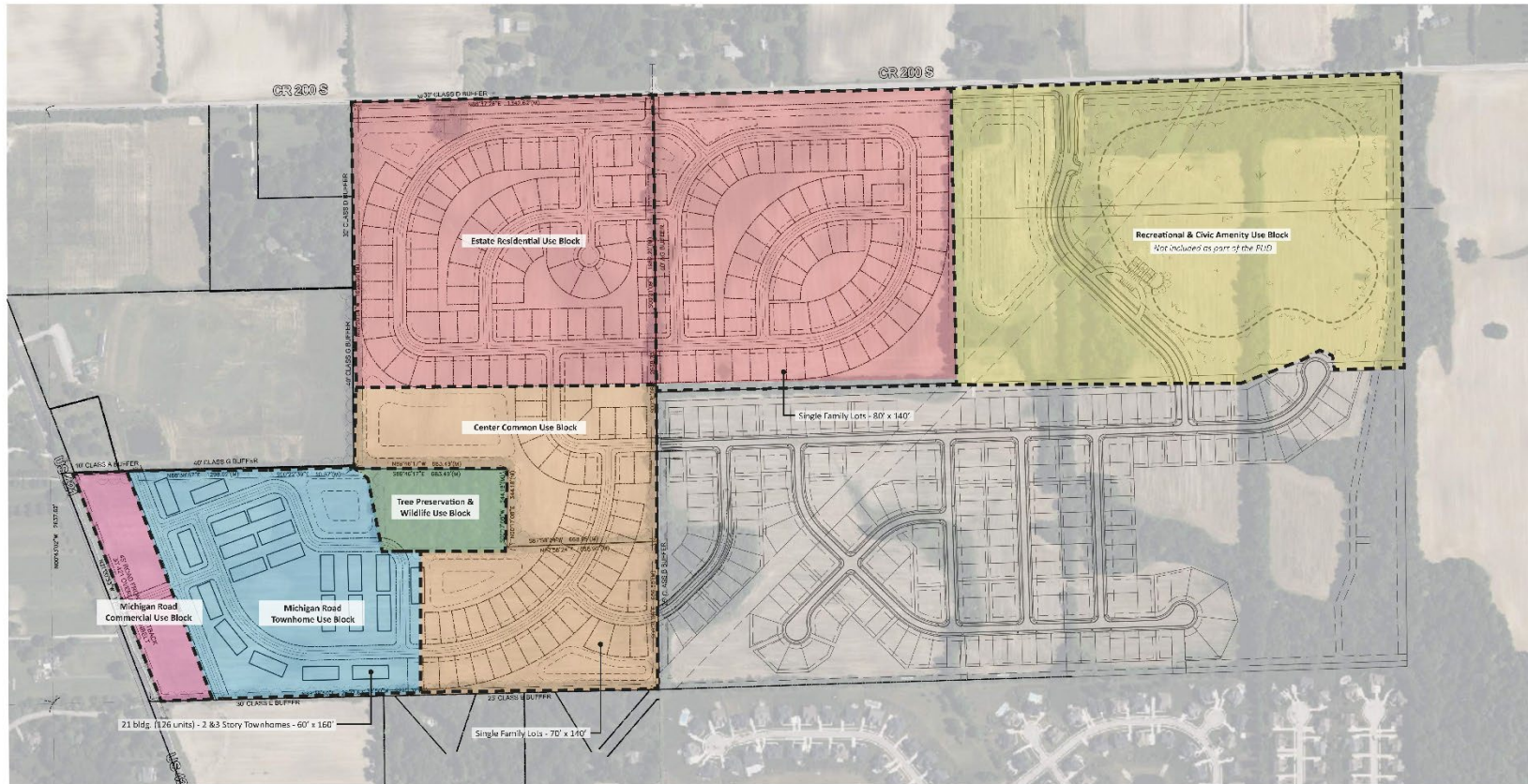


THE RESERVE AT UNION WOODLANDS - SITE PLAN
ZIONSVILLE, IN | MARCH 6, 2025



EXHIBIT 3 USE BLOCK PLAN

Estate Residential Use Block Total Area: 76.7 acres 152 Single Family Lots (80' x 140')	Michigan Road Townhome Use Block Total Area: 34.2 acres 126 Units - 2 & 3 story Townhomes - 60' x 160' - 21 buildings	Recreational & Civic Amenity Use Block Total Area: 58.7 acres See enclosed survey of this site
Tree Preservation & Wildlife Use Block Total Area: 5.6 acres	Michigan Road Commercial Use Block Total Area: 5.5 acres	Center Common Use Block Total Area: 32.3 acres 53 Single Family Lots (70' x 140')



THE RESERVE AT UNION WOODLANDS - BLOCK PLAN | ZIONSVILLE, IN
MARCH 6, 2025



EXHIBIT 4 USE TABLE

USE BLOCK LEGEND

MRU = Michigan Road Use Block

CCU = Center Common Use Block

ER = Estate Residential Use Block

TPWU = Tree Preservation & Wildlife Use Block

LEGEND

P = Permitted

A = Accessory Use

Blank = Use Not Permitted

Residential Uses	MRU	CCU	ER	TPWU
Dwellings, Single-Family		P	P	
Townhouse	P			
Home Occupation	P	P	P	
Home, Model	P	P	P	
House, Guest		P	P	
Private Swimming Pool	A	A	A	
Amenity Area	P	P	P	
Recreational	MRU	CCU	ER	TPWU
Trails	P	P	P	P
Open Space	P	P	P	P
Recreational Facility, Private	P	P	P	
Park, Public	P	P	P	P
Park, Private	P	P	P	P
Sports Fields/Outdoor Courts	A	A	A	
Miscellaneous	MRU	CCU	ER	TPWU
Lake or Pond, Artificial	P	P	P	
Private Garden Plots	P	P	P	
Entryway Feature/Gatehouses (manned or unmanned for aesthetics)	P	P	P	
Commercial Uses	MRU	CCU	ER	TPWU
Art Galley	P*			
Bank	P*			
Café	P*			
General Retail	P*			
Professional Office	P*			
Temporary Uses	MRU	CCU	ER	TPWU
Construction Facility	P	P	P	
Homes, Model	P	P	P	
Special Event, Outdoor	P	P	P	
Uses	MRU	CCU	ER	TPWU

Commercial Parking Lot	P*			
Parking Area	P*	A	A	

*Twenty (20) foot landscape buffer shall be required; and a six (6) foot perimeter planting area shall be required if parking located between the frontage road and Michigan Road.

Any Use not referenced in the Use Table is not permitted; provided, however, the Director may approve such other Accessory Uses as are customary and incidental to any permitted use.

EXHIBIT 5 DEVELOPMENT STANDARDS MATRIX

The District Block area development standards are provided below. Note: lot width shall be measured at the front setback line. Front setback line shall not apply to side yards on corner lots.

Legend

ER= Estate Residential Use Block

CCU = Center Common Use Block

MRU - C = Michigan Road Use Block - Commercial

MRU - T = Michigan Road Use Block – Townhouse Lots

Block Area	Minimum Lot			Minimum Setbacks*				Max. Bldg. Height	Maximum Percentage of Dwelling Units in Use Block
	Width at Front Setback	Lot Frontage	Area (SF)	Front**	Side***	Rear****	Building Separation (adjacent lots)		
ER	80'	45'	10,000	25'	10'	20'	20'	35'	100%
CCU	60'	45'	7,400	20'	5'	20'	10'	35'	100%
MRU - C	N/A	N/A	N/A	10'	10'	10'	20'	50'	N/A
MRU - T	20'	18'	1,600	10'	N/A	5'	15'	40'	100%

* The minimum side and rear setbacks for any Accessory Structure shall be 5' side and 10' rear. There shall be no minimum Building separation between a primary structure and an accessory structure.

** Front yard setbacks exclude porches, stoops, porticos and other like elements which may encroach into a front yard setback.

*** The side setback may be reduced to 5' for a home with a side load garage.

****For homes adjacent to Alleys, the Rear Yard Setback shall apply from the limits of Alley (Common Area / Private Right-of-Way) to Building.

EXHIBIT 6
CONCEPTUAL CHARACTER IMAGERY – ESTATE RESIDENTIAL USE BLOCK





















EXHIBIT 7
CONCEPTUAL CHARACTER IMAGERY – CENTER COMMON USE BLOCK





EXHIBIT 8
CONCEPTUAL CHARACTER IMAGERY – MICHIGAN ROAD USE BLOCK



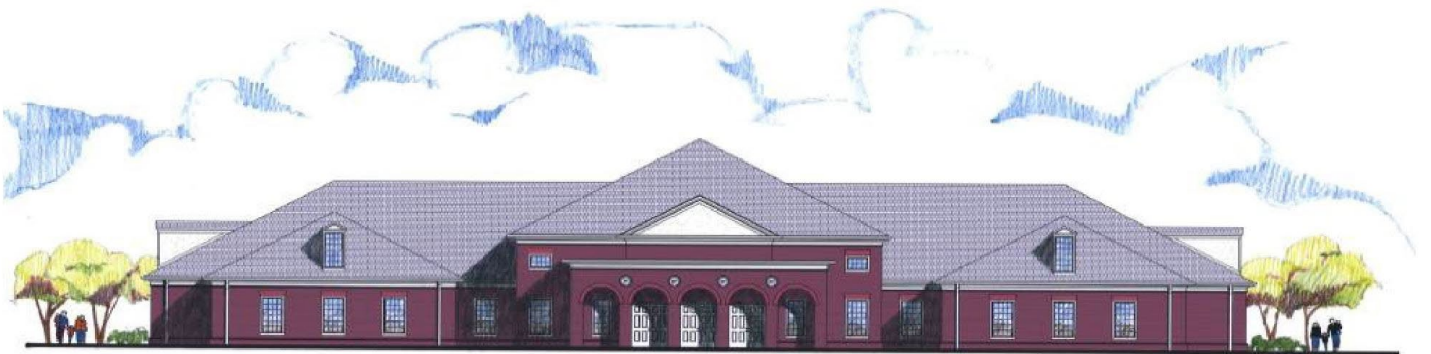












EXHIBIT 9

ARCHITECTURAL STANDARDS

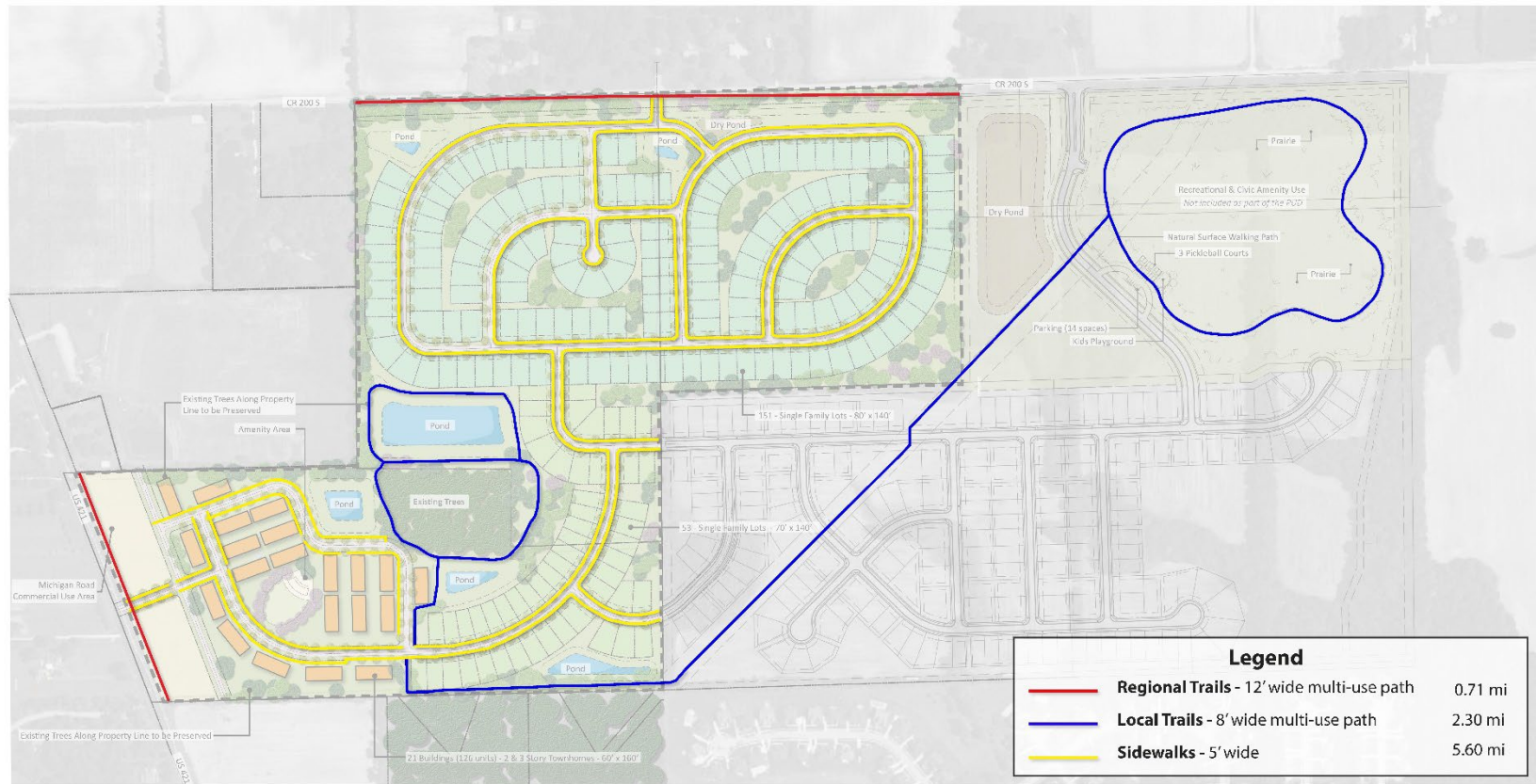
The following standards shall apply to all Single-Family Dwellings and Townhouses:

- A. Conceptual Character Imagery Exhibits: The “Character Exhibits”, attached hereto are hereby incorporated to capture the intended architectural style to be constructed. It is not the intent to limit the architecture shown in the Character Exhibits, but to establish a benchmark for quality, vision, and appearance of architecture within the development. The Director shall determine whether a structure is consistent with the established benchmark and complies with the standards of this Ordinance.
- B. Four-Side Architecture - Design detailing shall be continued completely around the building where additional sides face a public way or common area consistent with the building's intended architectural style. Detailing elements shall include, but are not limited to, style of windows, window placement, trim detailing, roof design, and Exterior Materials, unless otherwise required by this Ordinance.
- C. Vinyl and aluminum siding shall be prohibited.
- D. Exterior Trim Materials - Wood, fiber cement or equivalent trim shall be used for corners, frieze boards, window trim, door trim, and as a transitional material between two different Exterior Materials, provided, however, trim shall not be required for windows, doors, corners, and the like that are surrounded by Masonry Materials; and provided further, that if windows have shutters, then such windows shall not require a trim wrap. Required trim shall be a minimum of four inches (4”) wide.
- E. All homes shall have a minimum of two (2) windows on all four (4) sides of the home, but in no event shall a home have less than twelve (12) total windows, or as deemed architecturally appropriate by the Controlling Developer. For the purposes of this calculation, a double window shall be counted as two (2) windows. Controlling Developer may allow minimum windows on sides of homes to be placed on front or back where the side does not face Common Areas or Right-of-Way where it may be deemed appropriate in relation to the home floorplan.
- F. All homes shall have a minimum of 12” roof overhangs prior to the installation of masonry or siding material.
- G. Roof Pitches - Homes designed in the Midcentury Modern, Modern Prairie, or other modern styles that typically have low slope roofs may have a minimum roof pitch of 4:12 for the main roof. The minimum roof pitch for the main roof of all other architectural styles shall be 6:12. Gable, dormer and porch roof pitches may vary to achieve various architectural styles. The building permit application shall indicate whether the home is designed in a modern architectural style.

- H. Roofing Materials - All homes shall have dimensional or architectural grade shingles. Full metal roofs will be allowed as deemed architecturally appropriate by the Controlling Developer. Metal accent roofs may be used as coverings over a porch, a window seat, a bump-out, a dormer, or similar architectural feature.
- I. All homes must have at least a 2-car attached garage and meet the following requirements:
- i. For front loading garages, a two-bay garage door width may not exceed forty percent (40%) of the linear footage of the front elevation of the home. For the purpose of the standard, a third car bay shall not be included in calculating the linear footage of the front elevation of the home.
 - ii. Two (2) dusk-to-dawn coach lights shall be provided on all garages.
 - iii. If a home has a three car garage, the third car bay shall be setback behind the Established Front Yard a minimum of two (2) feet.
 - iv. All garage elevations shall (i) include at least two (2) design elements or windows to vary the appearance of the garage façade and (ii) be painted a color to match the Exterior Material or a color to accent the Exterior Material. Design elements include the garage door, garage hardware, garage door header, roof gable brackets, multiple building materials, gable accent windows and gable decorative louver.
- J. Front Building Façade Requirements - At a minimum each Dwelling shall utilize the following architectural elements on the Front Building Façade:
- i. Wood, Fiber Cement Siding, or equivalent trim at corners, frieze boards, window and door wraps, and as transitional material between two different Exterior Materials.
 - ii. Architecturally enhanced / decorative trim or masonry detailing (i.e. arches, cornices, crossheads, ornate moldings, pediments, or shutters).
 - iii. Roof design featuring a hip roof; dormers (a minimum of two (2) dormers); a reverse gable; a shed roof accent; or, two (2) or more roof planes.
 - iv. All one-story dwellings shall have a minimum of three (3) windows on the Front Façade and all two-story dwellings shall have a minimum of five (5) windows on the Front Façade. For purposes of this standard, windows in garage doors totaling a minimum of eight (8) square feet, should qualify as one window.
- K. Side Building Façade Requirements - All Dwellings (i) on Corner Lots (side facing a street) or (ii) with a Side Lot Line abutting a Common Area (side facing the common area) which have a gable end on the side Building Façade shall incorporate a minimum of one (1) of the following elements on the side Building Façade and shall be consistent with elements included on the Front Building Façade:
- i. A change in the exterior color separated by trim;
 - ii. A change in the Exterior Material pattern separated by trim;
 - iii. A gable end architectural detail (e.g., brackets, louvers, pediment, corbel, decorative window detail created with shutters, etc.)
 - iv. A minimum of ten (10) square foot gable window;
 - v. A gable peak with a change in Exterior Material; or
 - vi. A projecting chimney running the full height of the side Building Façade constructed with Masonry Material.

- L. Streetscape Diversity - Single-Family Dwellings located within three (3) Lots with a Front Lot Line abutting the same Street and Single Family Dwellings located across the street or diagonally opposite shall, at the time of the issuance of the Certificate of Occupancy:
- i. Be a different front Building Facade (i.e. architectural style, roof lines, window placement, proportion of siding materials). Minor variations in architectural features or materials (i.e. shutters, door styles, siding patterns) shall not qualify as different if the Dwelling on the adjacent Lot is of a similar floorplan; and
 - ii. Have a different primary siding color than the adjacent Lot.
- M. Noise-Dampening Measures
- i. Ceiling R-value of at least R-38 (Noise Sensitive Areas R-49);
 - ii. Exterior wall R-value of at least R-19 (Noise Sensitive Areas R-21);
 - iii. Exterior surface consisting exclusively of a minimum 50% of brick, stone, and/or cement-fiber siding. No vinyl siding shall be permitted;
 - iv. Roofing materials at least 250lbs/sq inches weight;
 - v. The minimum ground floor area shall be 1200 square feet, one story and 900 square feet, multi-story

EXHIBIT 10 PEDESTRIAN CIRCULATION PLAN



THE RESERVE AT UNION WOODLANDS - PEDESTRIAN CIRCULATION
ZIONSVILLE, IN | MARCH 6, 2025



EXHIBIT 11

STREET TYPOLOGY PLAN AND STREET AND TRAIL STANDARDS

The following standards shall apply to The Reserve at Union Woodlands:

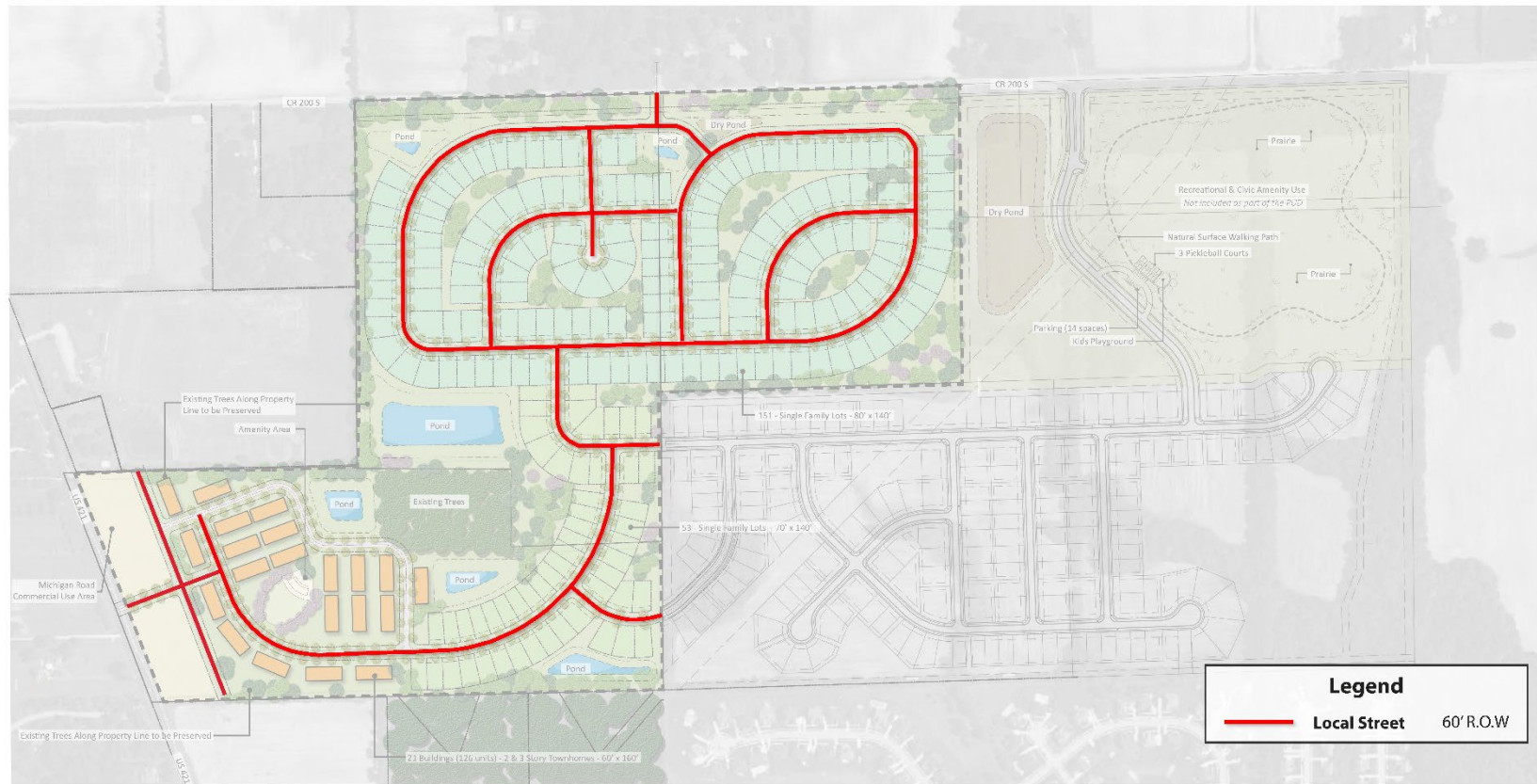
1. Pavement sections shall comply with the standards for the Town and/or County (where the County has jurisdiction)
2. Typical roadway sections shall comply with the standards for the Town and/or County (where the County has jurisdiction) except as shown on Exhibit 11.1 and typical sections in Exhibit 11.2a and 11.2b.
3. Roadways and pedestrian walks & paths, both public and private, are permitted within the “Open Spaces” at the Controlling Developer’s discretion.
4. Utilities, irrigation systems, signage, lighting and similar infrastructure may be located within the public rights-of-way at the Controlling Developer’s discretion and with a Consent to Encroach Agreement with the Town of Zionsville or the County, as applicable. Any such facilities shall be maintained by the Developer or its successor in interest unless owned by a private utility company which shall be responsible for maintenance of its facilities.
5. The minimum horizontal centerline radius for all public streets shall be 150 feet provided that safe stopping sight distance is provided with the right-of-way. Minimum roadway radii may be reduced where approved by the Town’s Department of Public Works and Fire Department as well as the Boone County Highway Dept (if applicable) during the Development Plan review process provided a minimum of 25’ radius is provided on the inside back of curb.
6. The minimum tangent between reverse curves for all public streets may be reduced to zero (0) feet.
7. The minimum curb radius between an alley and a road shall be 15 feet.
8. Asphalt walking, bike and multi-use paths shall have a pavement section that meets the Town of Zionsville construction standards.
9. Pavers may be used in alleys, parking lanes, parking lots, crosswalks and/or gutters at the Controlling Developer’s discretion subject to the approval of the Town’s Department of Public Works and/or County Highway Department for any such items to be include within the Right-of Way. Pavers or alternative pavement sections may also be used in travel lanes. If pavers are used for construction within the Right-of-Way, these pavement sections will be maintained by the Developer or its successor in interest.
10. Placement of asphalt pavement and concrete curb infrastructure within public right-of-way shall be in accordance with the Town of Zionsville or Boone County

standards. Any variance from this must be approved by the Town at the Development Plan review and may require maintenance by the Controlling Developer and their successors.

11. If the Town is petitioned to take over private streets and/or alleys within the Real Estate, street or alley must be improved to the current governing Town standards as determined by the Town's Engineer prior to acceptance at the sole expense of the petitioner unless otherwise waived by majority passage of the Zionsville Town Council.
12. Section 193.052-B-18(b) of the Subdivision Control restricting driveways within 75 feet of intersections shall not apply to The Reserve at Union Woodlands District, except on Michigan Road or CR 200 South, or any new collector streets.

EXHIBIT 11.1

STREET TYPOLOGY PLAN AND STREET AND TRAIL STANDARDS



THE RESERVE AT UNION WOODLANDS - STREET TYPOLOGY PLAN
ZIONSVILLE, IN | MARCH 6, 2025



EXHIBIT 11.2 *STREET STANDARDS*

Exhibit 11.2a – Local Street

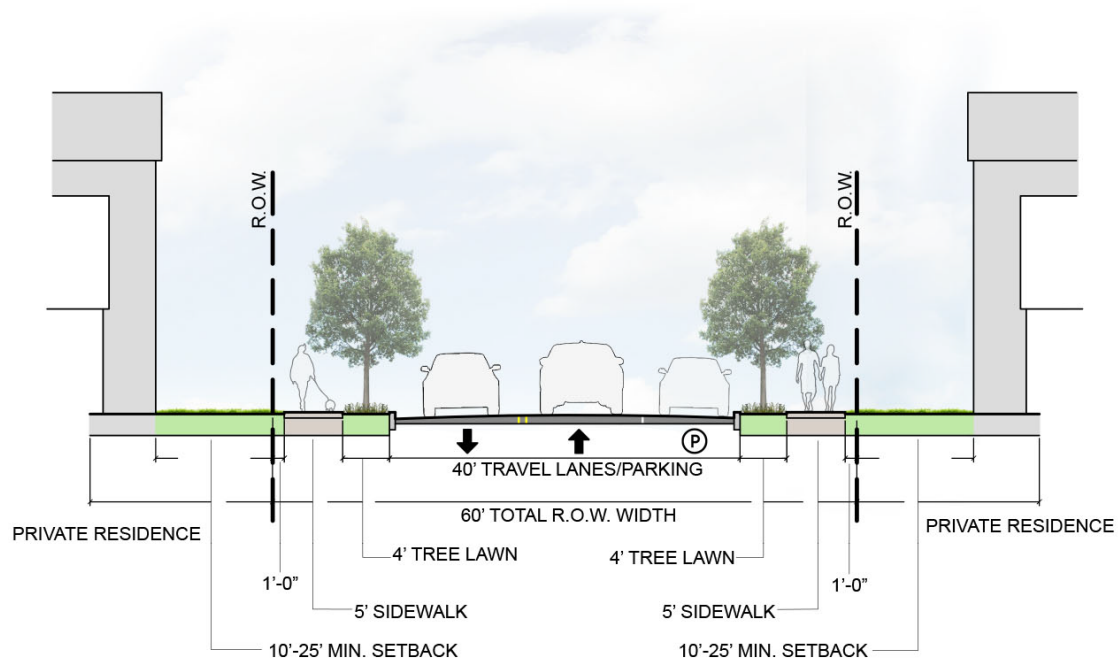


Exhibit 11.2b - Alley Street

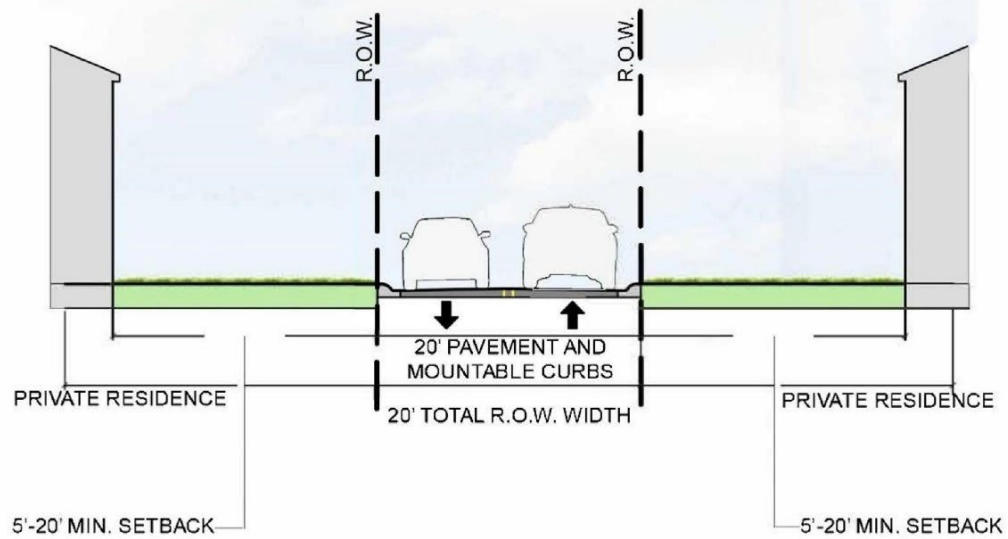
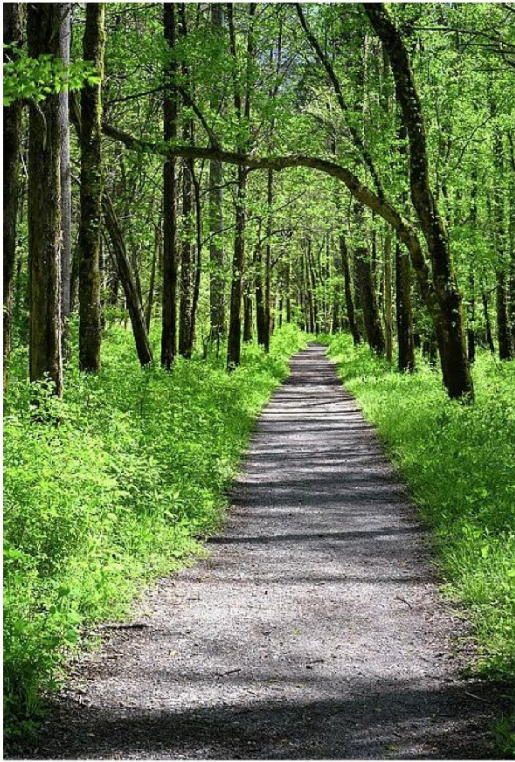
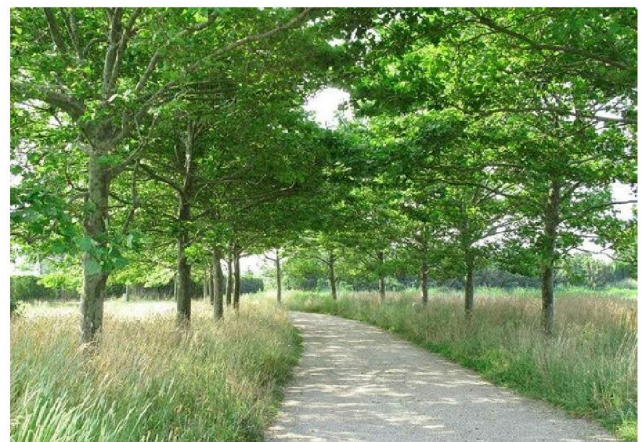
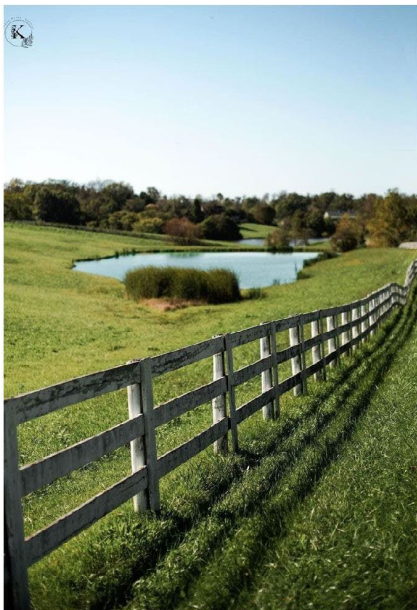
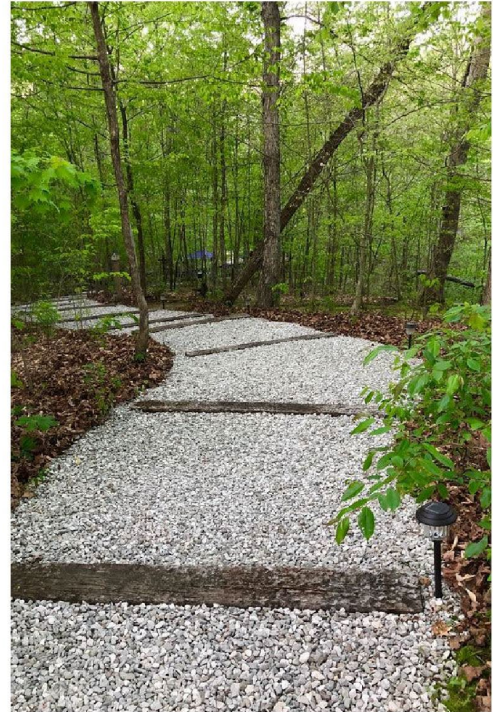
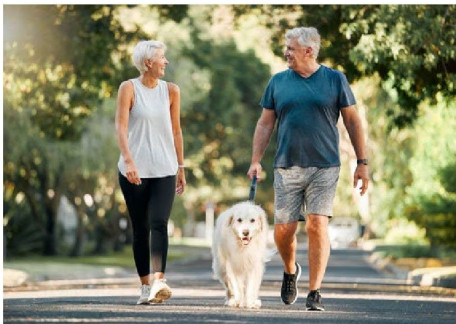
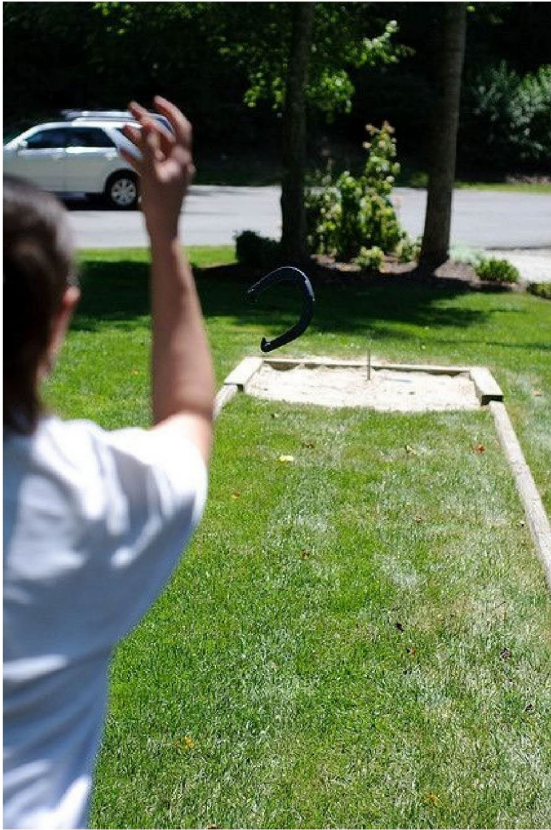


EXHIBIT 12
CONCEPTUAL IMAGERY – DEVELOPMENT COMMON AREA DETAILS









ZIONSVILLE

MEMORANDUM

TO: Town of Zionsville Town Council
FROM: Mike Dale, Director of Planning and Building Development
RE: Consideration of a Rezoning Ordinance affecting 147.40± acres
(referenced as The Reserve at Union Woodlands PUD Rezoning)
Address: 11201 & 10801 E. 200 South and 2475 S. U.S. 421, Zionsville, IN

Plan Commission Recommendation:

At the March 17, 2025, regular meeting, the Plan Commission heard Petition #2024-50-Z a request of Pittman Partners ("Petitioner") to rezone the Subject Site of 147.40± acres from the Rural General Agriculture (AG) district, also being subject to the Rural Michigan Road Overlay, to the Planned Unit Development ("The Reserve at Union Woodlands PUD") district. The Commission determined, by a vote of five (5) in favor and two (2) opposed, to forward "No Recommendation", with the Petitioner's voluntary commitments to be included for consideration, to the Town Council on this request.

The Plan Commission Certification is attached.

Summary of Proposed Rezoning Ordinance:

Plan Commission Petition #2024-50-Z proposes to rezone the area, which is not improved, for a mixed-use development including single-family residences, townhomes, and commercial/retail/office uses. As proposed, the Michigan Road Overlay would not apply to the use and development of the Subject Site. The Reserve at Union Woodlands PUD Rezoning would permit up to 204 single-family homes and up to 150 townhomes. The PUD would also permit up to 20,000 total square feet of retail and service uses along Michigan Road.

The following link is to the Plan Commission's Staff Report, which includes related maps, the proposed PUD Ordinance, and the voluntary commitments: [2024-50-Z: Staff Report with Exhibits, including Commitments](#).

Indiana Code 36-7-4-603 states "In preparing and considering rezoning proposals under the 600 series, the Plan Commission and the legislative body (Town Council) shall pay reasonable regard to:

- (1) the comprehensive plan;
- (2) current conditions and the character of current structures and uses in each district;
- (3) the most desirable use for which the land in each district is adapted;
- (4) the conservation of property values throughout the jurisdiction; and
- (5) responsible development and growth.

Each of these items is discussed within the linked Staff Report.

The following link is to all Letters of Interest which have been, and continue to be, submitted for this project: [The Reserve at Union Woodlands PUD Rezoning - Letters of Interest](#)

Respectfully submitted,

Mike Dale, AICP
Director of Community and Economic Development



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

TO: Town of Zionsville Town Council
FROM: Mike Dale, Director of Planning and Building Development
DATE: March 19, 2025
RE: Plan Commission Docket #2024-50-Z
Zoning Map Change to rezone 147.40± acres from the Rural General Agriculture (AG) district to the Planned Unit Development (PUD) district.

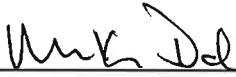
Be it advised that, pursuant to Indiana Code 36-7-4, on March 17, 2025, the Town of Zionsville Advisory Plan Commission (the "Commission"), by a vote of five (5) in favor and two (2) opposed, forwarded no recommendation to the Town Council regarding Petition #2024-50-Z. The petitioner is requesting an amendment to the town's official zoning map, with Commitments, which would change the zoning map designation for 147.40± acres from the Rural General Agriculture (AG) district to the Planned Unit Development (PUD) district.

The Commission hereby certifies its no recommendation to the Town Council regarding Petition #2024-50-Z to rezone 147.40± acres, with Commitments, from the Rural General Agriculture (AG) district to the Planned Unit Development (PUD) district. The legal description of the property to be rezoned is attached as "Exhibit A" and is depicted on Exhibit "B." Supplemental information can be found via the following link: [2024-50-Z: Staff Report with Exhibits, Including Commitments](#)

TOWN OF ZIONSVILLE ADVISORY PLAN COMMISSION



Dave Franz
President, Plan Commission



Mike Dale, AICP
Secretary

EXHIBIT A

LEGAL DESCRIPTION

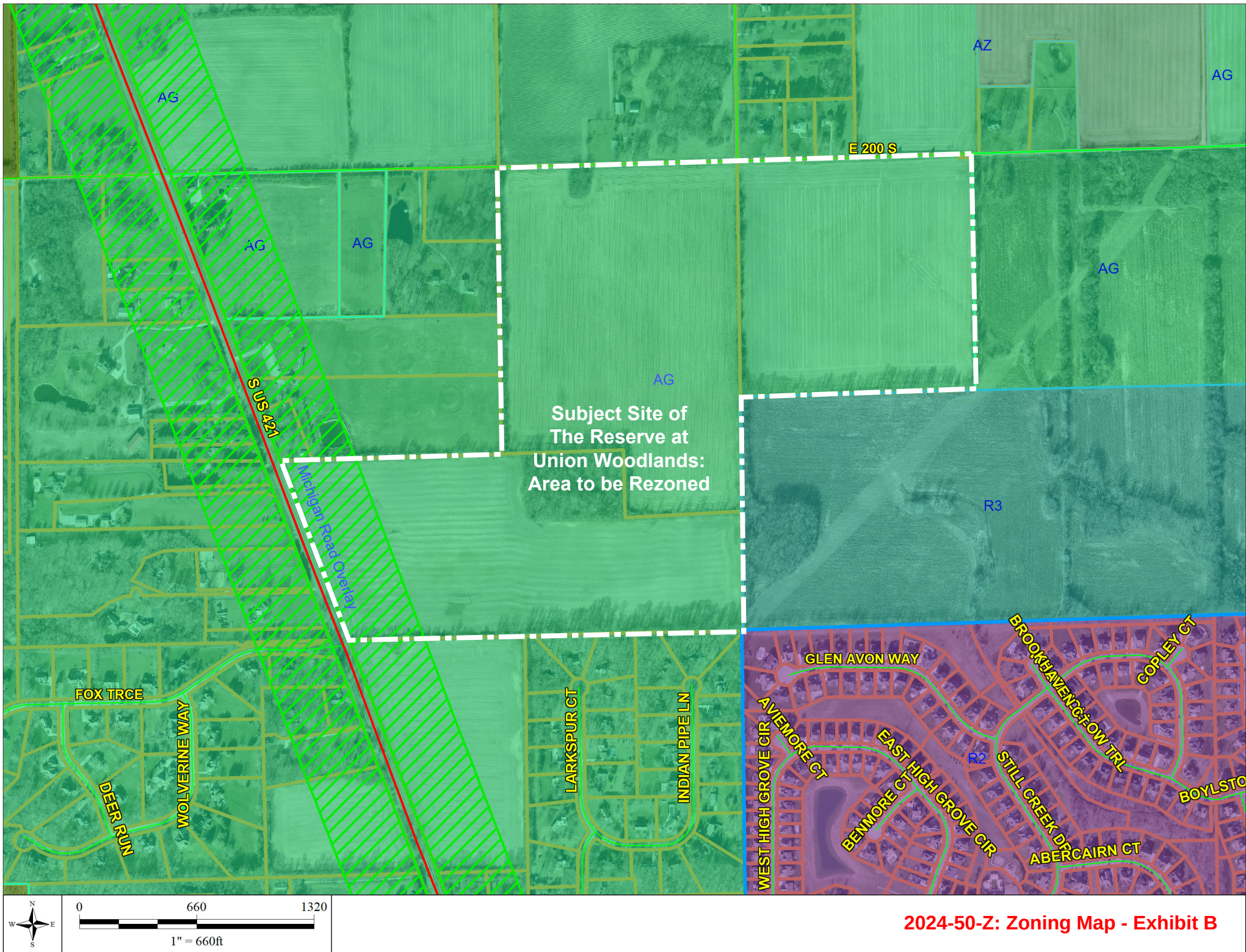
The northwest quarter of the northwest quarter of Section 13, Township 18 North, Range 2 East, containing forty (40) acres more or less, and

A part of the Northeast Quarter of Section 14, Township 18 North, Range 2 East, situated in Union Township, Boone County, Indiana, and being more particularly described as follows, to-wit:

Begin at a stone at the Northeast corner of the aforesaid Northeast quarter and proceed thence South 00 degrees 01 minutes 18 seconds East (an assumed bearing) along the section line for a distance of 1982.20 feet; thence South 88 degrees 27 minutes 47 seconds West for a distance of 667.93 feet; thence North 0 degrees 46 minutes 39 seconds East for a distance of 344.18 feet; thence North 89 degrees 16 minutes 46 seconds West for a distance of 683.49 feet; thence North 0 degrees 06 minutes 52 seconds East for a distance of 1626.57 feet; thence North 89 degrees 06 minutes 44 seconds East along the section line for a distance of 1342.62 feet to the point of beginning, containing 55.8386 acres, more or less, and

A part of the Northeast Quarter of Section 14, Township 18 North, Range 2 East, situated in Union Township, Boone County, Indiana, and being more particularly described as follows:

From a stone at the Northeast corner of the aforesaid Northeast Quarter, proceed thence South 0 degrees 01 minutes 18 seconds East (an assumed bearing) along the Section line, for a distance of 1982.20 feet to the Point of Beginning, from said point of beginning, continue thence South 0 degrees 01 minutes 18 seconds East along the Section line for a distance of 656.11 feet; thence South 89 degrees 08 minutes 28 seconds West along the Quarter Section line for a distance of 2263.97 feet, actual distance, (2263.72 feet by previous deed); thence North 20 degrees 31 minutes 22 seconds West along the centerline of U.S. #421, for a distance of 1082.86 feet, actual distance (1082.04 feet by previous deed); thence North 89 degrees 08 minutes 28 seconds East for a distance of 1297.50 feet; thence South 0 degrees 06 minutes 52 seconds West for a distance of 10.57 feet; thence South 89 degrees 16 minutes 46 seconds East for a distance of 683.49 feet; thence South 0 degrees 46 minutes 39 seconds West for a distance of 344.18 feet; thence North 88 degrees 27 minutes 47 seconds East for a distance of 667.93 feet to the Point of Beginning, Containing 51.5957 acres, more or less.





ZIONSVILLE PLAN COMMISSION

MEETING NOTICE AND AGENDA

Monday, March 17, 2025

6:30 PM (Local Time)

THIS PUBLIC MEETING WAS CONDUCTED ONSITE AT THE
ZIONSVILLE TOWN HALL, 1100 WEST OAK STREET, ROOM 105 (COUNCIL CHAMBERS).

The following items were considered:

- I. Pledge of Allegiance
- II. Attendance: Dave Franz, Kendrick Davis, Josh Fedor, Jim Hurst, Brad Johnson, Andrew Kossack, and Nick Plopper attended in person.
- III. Planning & Building Department [February Monthly Report](#) (Informational Only – no action required)
- IV. Approval of Plan Commission Minutes: Approved
- V. Continuance or Withdrawal Requests

Docket Number & Link	Petitioner / Project Name	Address of Project	Petitions
2025-11-DPA: Initial Filing	Union Woodlands Developer, LLC - Tim Walter / Union Woodlands - Mounding and Pathway	11589 E. 200 South Zionsville, IN	Continuance Requested to the April 21, 2025, Plan Commission meeting allowing this DPA to be heard with a companion Primary Plat Amendment. Development Plan Amendment for the addition of mounding and a single pathway rather than two sidewalks being in the Rural Single- and Two-Family Residential (R3) and Rural General Agriculture (AG) districts. The petition was continued to the April 21, 2025 regular meeting. 7 in Favor 0 Opposed

VI. Continued Business to be heard

Docket Number & Link	Petitioner / Project Name	Address of Project	Petitions
2024-50-Z: Staff Report with Exhibits, Including Commitments Letters of Interest	Pittman Partners / The Reserve at Union Woodlands PUD Rezoning	11201 & 10801 E. 200 South and 2475 S. U.S. 421, Zionsville, IN	Petition was continued from the September 16, 2024, October 16, 2024, November 18, 2024, December 16, 2024, and January 21, 2025, Plan Commission Meetings. Rezoning of 147.4± acres from the Rural General Agriculture (AG) district to the Planned Unit Development (PUD) district for a mixed use development including single-family, townhomes, and commercial uses. Commissioners made a motion to send No Recommendation with Commitments to the Town Council 5 in Favor 2 Opposed
2024-81-DP: Staff Report with Exhibits Letters of Interest	Cottages at Zionsville - Memory Care	6863 W. Stonegate Drive Zionsville, IN	Petition was continued from the February 18, 2025, Plan Commission Meeting. Development Plan for a memory care facility on a 0.55+/- acre parcel being zoned Rural Professional Business (PB). Development Plan Conditionally Approved with Commitments 7 in Favor 0 Opposed

VII. New Business to be heard

Docket Number & Links	Petitioner/ Project Name	Address of Project	Petitions
2025-01-PPA: Staff Report with Exhibits	Jordin Dickerson / Dickerson Primary Plat Amendment	6325 S 275 East Lebanon, IN	Primary Plat Amendment of only Lot #2 of the J. Marshall Minor Plat - Secondary Plat being in the Rural General Agriculture (AG) district. A deferral for the installation of a required pathway along CR 275 East is requested. Deferral of Sidewalk Approved 7 in Favor 0 Opposed Primary Plat Amendment Approved 7 in Favor 0 Opposed
2025-05-DPA: Staff Report with Exhibits	Advent Evangelical Lutheran Church / Advent Lutheran Church - Building Addition	11250 N. Michigan Road Zionsville, IN	Development Plan Amendment for a two-story, 14,150± sq. ft. addition to the existing worship building being in the Urban Office (B-O) district and within the Urban Michigan Road Overlay. Development Plan Amendment Approved 7 in Favor 0 Opposed
2025-06-DP: Staff Report with Exhibits Petitioner's Materials Letters of Interest	Mark Gradison Holliday Towns, LLC / Holliday Farms East - Townhomes	3911 S. U.S. Highway 421 Zionsville, IN	Development Plan for 44 townhomes within eight (8) buildings on 3.92 acres being zoned Holliday Farms PUD. Development Plan Conditionally Approved 7 in Favor 0 Opposed

2025-07-MP: Staff Report with Exhibits	Mike and Terra Aguirre / Aguirre Minor Plat	11194 E. 100 North Sheridan, IN	Minor subdivision of 15.06 acres into two residential lots being in the Rural General Agriculture (AG) district. A deferral for the installation of a required pathway along CR 100 North is requested. Primary Plat, Deferral of sidewalk, and bond waiver Approved 7 in Favor 0 Opposed
2025-08-DPA: Staff Report with Exhibits	Town of Zionsville Parks and Recreation Board / Heritage Trail Park - Hoop House	4050 S. 875 East Zionsville, IN	Development Plan Amendment for a public greenhouse at the Heritage Trail Park being in the Rural Single-family Residential (R1) district. Development Plan Amendment Approved 7 in Favor 0 Opposed
2025-09-DP: Staff Report with Exhibits Petitioner's Materials Letters of Interest	Doug Kelly / Holliday Farms – Block 1 Townhomes	1310 S. U.S. 421 Zionsville, IN	Development Plan for 20 townhomes within five (5) buildings on 2.63 acres in the Holliday Farms PUD. Development Plan Conditionally Approved 7 in Favor 0 Opposed

VIII. Other Matters to be considered

Docket Number & Links	Petitioner/ Project Name	Address of Project	Item to be Considered
Zoning Ordinance Updates Development Plan Review Update	Town of Zionsville Staff (O. Young)		Discussion of proposed Zoning Ordinance text amendments. Commissioners discussed various ordinance amendments. Development Plan Amendments will move forward in April, with others to follow.
Plan Commission Transcription of Minutes	Town of Zionsville Staff (M. Dale)		Discussion of whether to retain transcription service. Commissioners voted to end transcription service 7 in Favor 0 Opposed
Plan Commission Training	Town of Zionsville Staff (J. Dickey)		Discussion of meeting procedures. This item was continued.

Please note that a quorum of the Zionsville Town Council may be in attendance at the meeting.

Respectfully Submitted: Mike Dale, AICP

Director - Planning and Building Department, Town of Zionsville



Town of Zionsville | 1100 West Oak Street | Zionsville, Indiana 46077 | www.zionsville-in.gov

Department of Planning & Building

LETTER OF RECOMMENDATION

March 20, 2025

Steve Pittman
Pittman Partners

P.O. Box 554

Carmel, IN 46082

Sent via email: steve@pittmanpartners.com

RE: Docket # 2024-50-Z

The Reserve at Union Woodlands PUD Rezoning

Dear Mr. Pittman,

The Zionsville Plan Commission heard the above referenced item at their meeting on March 17, 2025, a petition for The Reserve at Union Woodlands PUD Rezoning. The following action(s) was recommended:

1. A "no recommendation" of the requested rezoning, with the Commitments, will be forwarded to the Zionsville Town Council.

Attached is a copy of the Plan Commission's Certification of this recommendation which will be provided to the Town Council. It is anticipated the rezoning will be on the Town Council's April 21, 2025, agenda. Amy Lacy, the Town's Municipal Relations Coordinator, will be your point of contact for the Town Council actions.

Planning Staff will provide a summary memo of the rezoning request and a copy of the PUD Ordinance, with Commitments, to Amy for distribution to the Town Council members. If there are additional materials you desire to be distributed, digital copies must be provided to Amy no later than Monday, April 14, 2025, at 4:00 pm.

Please contact us with any questions.

Sincerely,

Roger A. Kilmer

Roger A. Kilmer

Senior Planner

317-344-1164

rkilmer@zionsville-in.gov

cc: Matt Price (matt.price@dentons.com)

Amy Lacy (alacy@zionsville-in.gov)

Administration
317.344.1167

Finance & Records
317.873.5410

Police
317.873.5967

Public Works
317.873.4544

Planning & Building
317.873.8247

Town Council
317.873.5130

Town Court
317.344.1176

Fire
317.873.5358

Parks & Recreation
317.733.2273

Economic Development
317.873.5410



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

TO: Town of Zionsville Town Council
FROM: Mike Dale, Director of Planning and Building Development
DATE: March 19, 2025
RE: Plan Commission Docket #2024-50-Z
Zoning Map Change to rezone 147.40± acres from the Rural General Agriculture (AG) district to the Planned Unit Development (PUD) district.

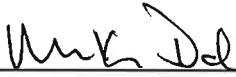
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The Commission hereby certifies its no recommendation to the Town Council regarding Petition #2024-50-Z to rezone 147.40± acres, with Commitments, from the Rural General Agriculture (AG) district to the Planned Unit Development (PUD) district. The legal description of the property to be rezoned is attached as "Exhibit A" and is depicted on Exhibit "B." Supplemental information can be found via the following link: [2024-50-Z: Staff Report with Exhibits, Including Commitments](#)

TOWN OF ZIONSVILLE ADVISORY PLAN COMMISSION



Dave Franz
President, Plan Commission



Mike Dale, AICP
Secretary

EXHIBIT A

LEGAL DESCRIPTION

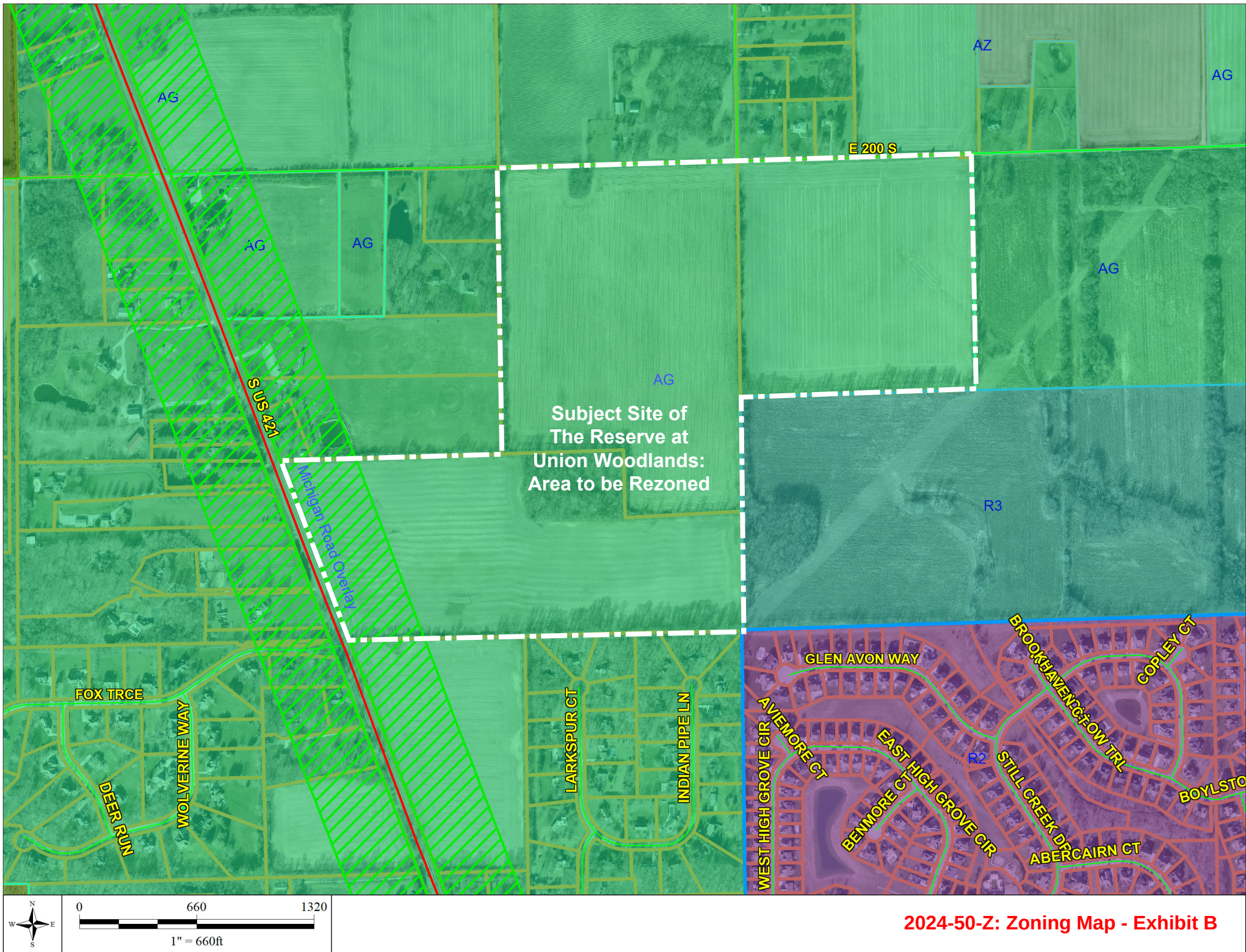
The northwest quarter of the northwest quarter of Section 13, Township 18 North, Range 2 East, containing forty (40) acres more or less, and

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2024-50-Z: Zoning Map - Exhibit B