

RESOLUTION NO. 2024-07

**A RESOLUTION REQUESTING THE FINANCING AND CONSTRUCTION OF CERTAIN
INFRASTRUCTURE OR OTHER IMPACT ZONE IMPROVEMENTS IN LIEU OF AND AS A
CREDIT AGAINST THE PAYMENT OF PARKS AND RECREATION IMPACT FEES ("PRIF")
AND APPROVING A PRIF CREDIT AGREEMENT**

WHEREAS, Ind. Code §§ 36-7-4-1313, 1335 permits the application of a credit against the payment of impact fees for persons who construct or provide certain infrastructure or other improvements of a type for which a unit imposes an impact fee in an impact zone; and,

WHEREAS, Zionsville Town Code § 98.19 permits the Zionsville Board of Parks and Recreation ("Board") to request that any person otherwise required to pay PRIF to instead finance, construct, and dedicate certain infrastructure or improvements in the Parks and Recreation Infrastructure Impact Zone ("Impact Zone") located within Zionsville, Indiana and over which the Town of Zionsville, Indiana ("Town") exercises planning and zoning jurisdiction; and,

WHEREAS, Zionsville Town Code § 98.19 also permits the Board to determine the amount of PRIF credit any person requested to finance, construct, and dedicate certain infrastructure or improvements in the Impact Zone in lieu of PRIF payment shall receive, and to memorialize this determination in a credit agreement ("Credit Agreement"); and,

WHEREAS, PRIF in the amount of One Million Sixty One Thousand Three Hundred Nineteen Dollars (\$1,061,319.00) is due and owing by Wild Air Land Development, LLC, an Indiana limited liability company, ("Wild Air") to the Town by virtue of certain improvements identified on attached Exhibit A (the "Targeted PRIF"); and,

WHEREAS, the Board now desires to request that Wild Air, finance and construct, not later than two years from the date on which this Resolution is approved by the Board (the "End Date"), those certain infrastructure and improvements set forth on attached Exhibit B, the same being incorporated herein by this reference, in exchange for a PRIF credit the Board has determined should be in the amount of exactly One Million Sixty One Thousand Three Hundred Nineteen Dollars (\$1,061,319.00); and,

WHEREAS, Wild Air shall execute and return to the Board the Credit Agreement set forth on attached Exhibit C, the same being incorporated herein by this reference, prior to the issuance of the improvement location fee for that certain improvement identified on attached Exhibit A; and,

WHEREAS, Wild Air covenants that the infrastructure and improvements constructed in Archer Park as set forth in Exhibit B shall remain open to the public for their use and enjoyment in perpetuity; and,

WHEREAS, Wild Air shall maintain, repair and replace the infrastructure and improvements within Archer Park as set forth in attached Exhibit D and to the satisfaction of the Board, in perpetuity; and,

WHEREAS, Wild Air shall comply with the conditions related to Archer Park as set forth in attached Exhibit E; and

WHEREAS, Wild Air's obligation to pay the Targeted PRIF to the Town shall be held in abeyance until the earlier of the acceptance by the Board, in its sole discretion, of the infrastructure or improvements set forth on attached Exhibit A ("Board Acceptance") or the End Date. Upon Board Acceptance, the Town shall promptly enter the credit identified herein against Wild Air's Targeted PRIF obligations. If Board Acceptance does not occur by the End Date, no

credit shall be entered against the Targeted PRIF and the same shall thereafter become immediately due and owing to the Town, plus 8% interest.

NOW, THEREFORE, BE IT RESOLVED by the Zionsville Board of Parks and Recreation as follows:

1. The foregoing Recitals are incorporated herein by this reference.
2. The Board hereby approves the Credit Agreement in the form as set forth in attached Exhibit C.
3. Jarod Logsdon, on behalf of the Board, is hereby authorized and directed to take such actions as are lawful, necessary, and proper to effectuate the transaction approved by this Resolution.

SO RESOLVED.

Approved and adopted this ____ day of _____ 2024.

ZIONSVILLE BOARD OF PARKS AND RECREATION
ZIONSVILLE, INDIANA

President

Member

Member

Member

Member

Member

Member

ATTEST:

Secretary

EXHIBIT A

Wild Air

289 Multifamily Units Located
at Marysville Crossing

386 Single-Family Homes
Located at Saddleridge
Estates, Oakview Park, Wild
Air Trails, and Legacy Woods

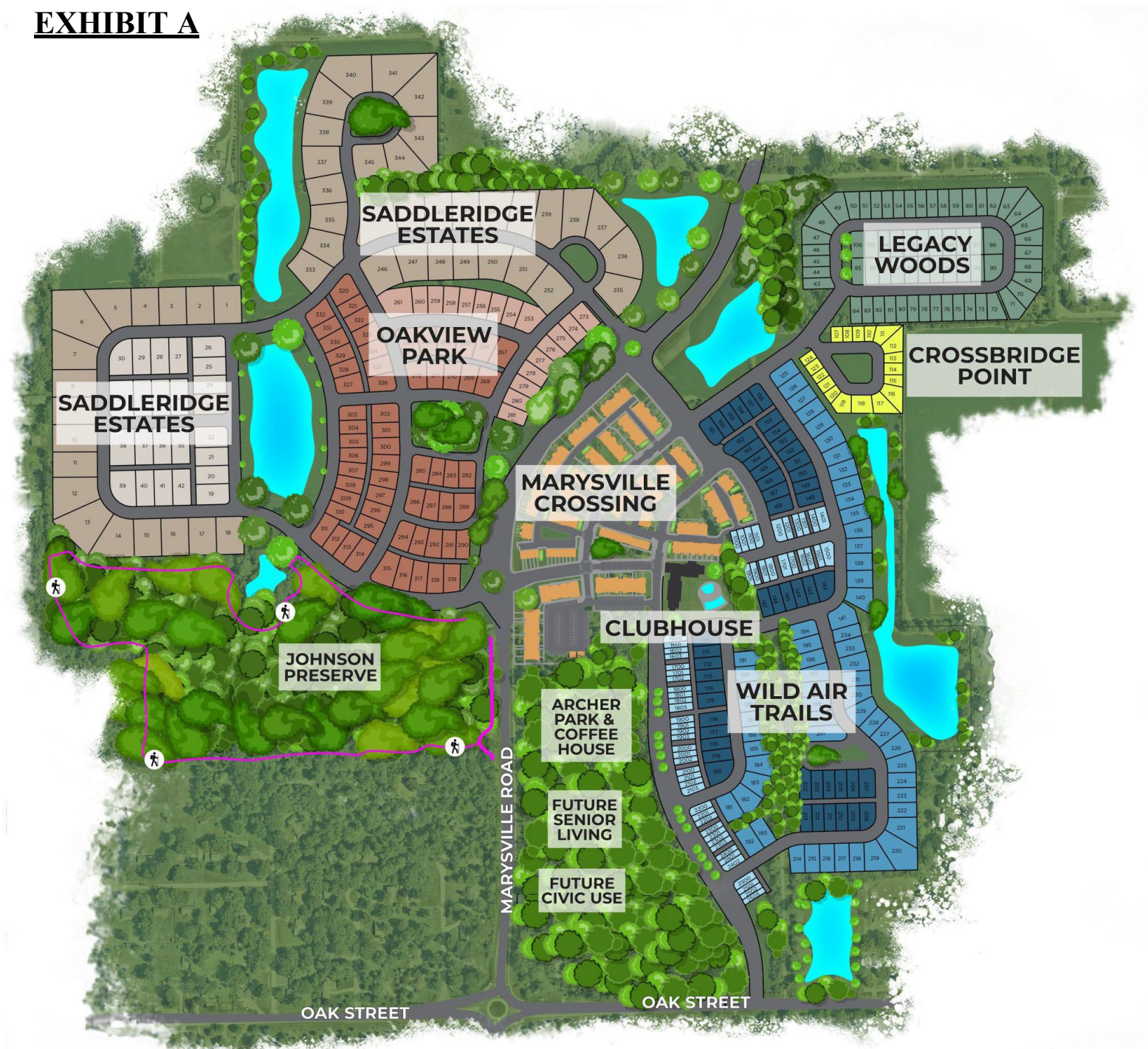
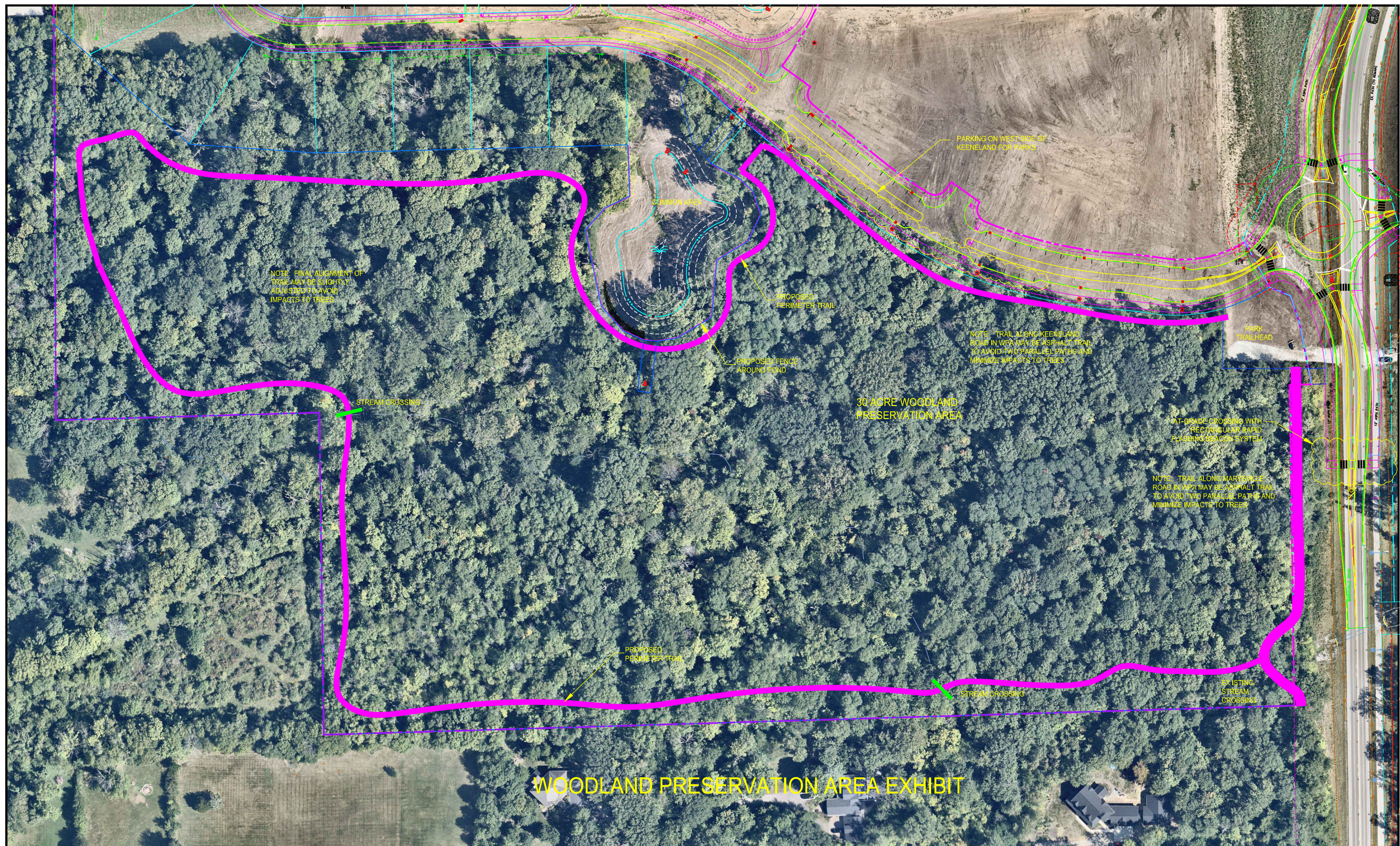
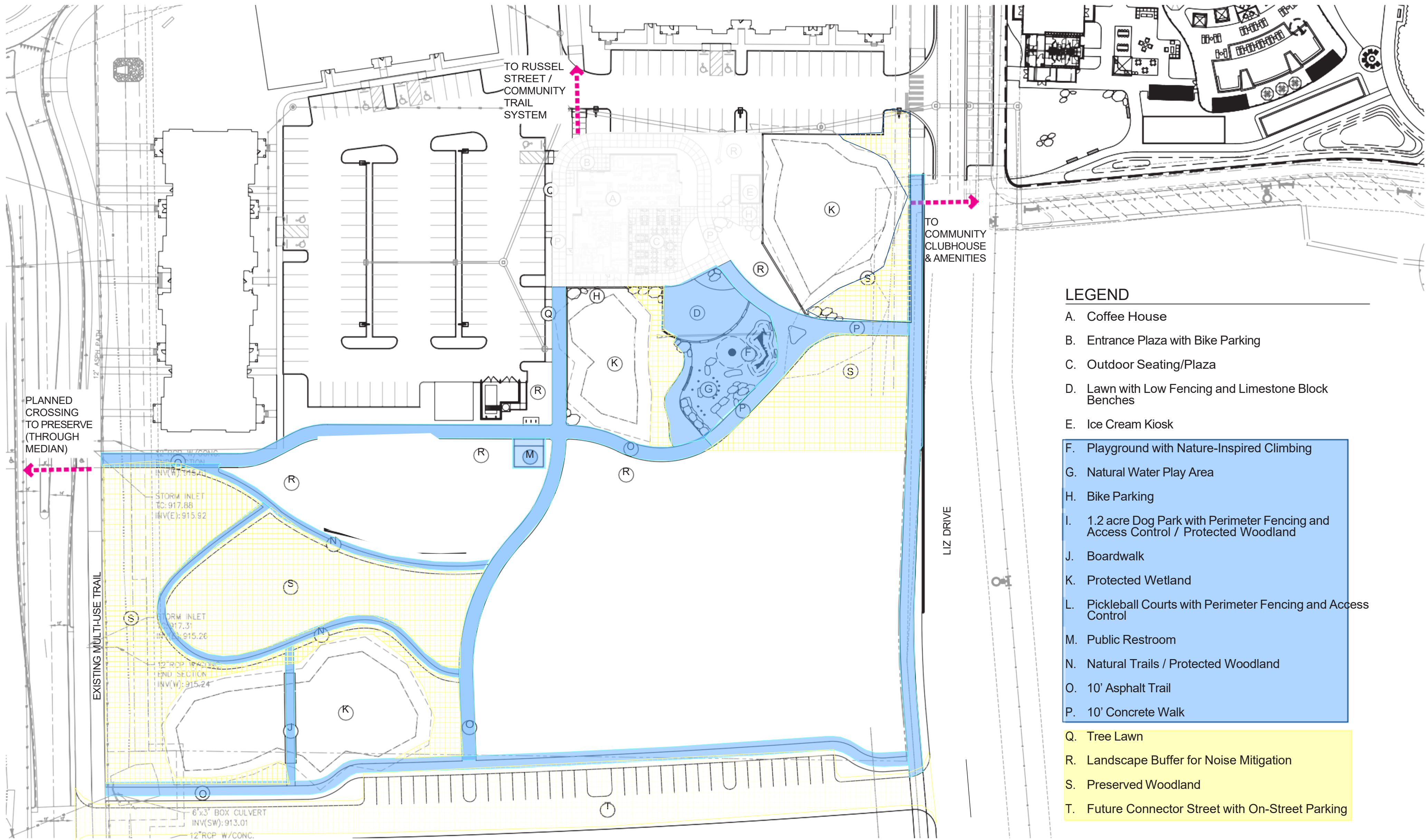


EXHIBIT B

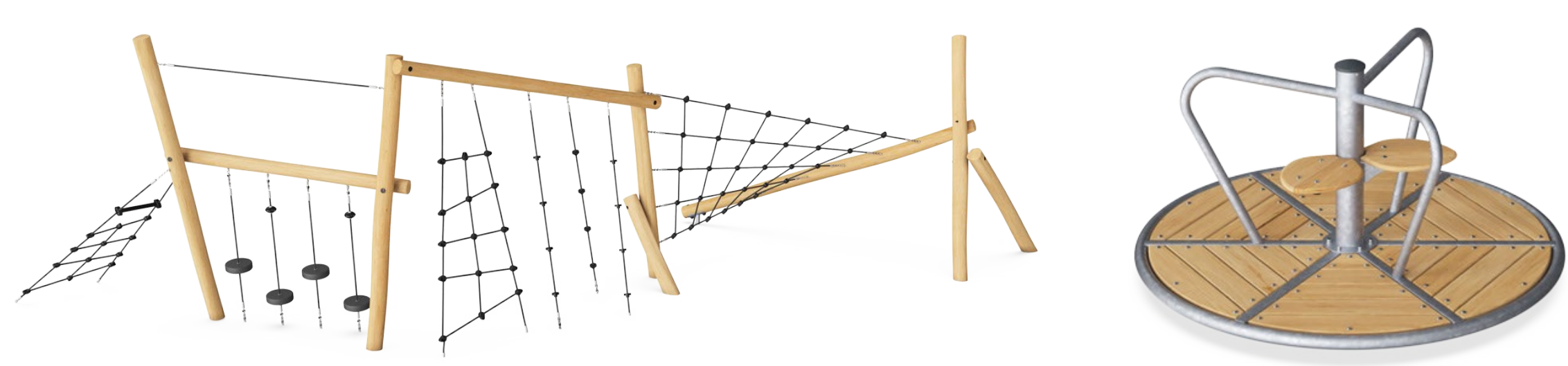
Wild Air - Park Amenities			
Description	Sub Total	Area Total	Notes
The Woods of Elizabeth & Sylvester Johnson of Wild Air Farms	\$	514,310.00	
Stone Path with Culverts	\$ 338,310.00		Approx. 5,650 linear feet
Park Trailhead	\$ 50,000.00		
Signage	\$ 15,000.00		
Parking on West Side of Keeneland	\$ 29,000.00		
Fence Around Pond	\$ 32,000.00		
Landscape	\$ 50,000.00		
Archer Park	\$	1,064,025.00	
Multi-Use Trails			Estimated acreage of planned improvements in perpetual public easement: 2.06 acres
Asphalt Paths	\$ 86,350.00		
Concrete Sidewalks	\$ 62,816.00		
Stone Paths	\$ 78,855.00		
Boardwalks	\$ 80,025.00		
Public Restrooms	\$ 221,710.00		
Access Road/Parking			
Utilites	\$ 71,750.00		
Drive Lanes	\$ 90,389.00		
Parking	\$ 27,989.00		
Curb/Gutter	\$ 27,651.00		
Lighting	\$ 35,000.00		
Playground	\$ 116,530.00		
Splash Pad	\$ 45,000.00		
Cleanup, Seed, & Plantings	\$ 92,460.00		
Benches, Trash Recepticals, Etc	\$ 12,500.00		
Signage	\$ 15,000.00		
Total Planned Improvements to be credited (blue)	\$	1,205,596.00	
Project Total:		\$ 1,578,335.00	
Total Park Impact Fee Waiver Request		\$ 1,061,319.00	



The Woods of Elizabeth & Sylvester Johnson of Wild Air Farms Proposed Improvements



PLAYGROUND INSPIRATION



WATER PLAY INSPIRATION



COMMUNITY AMENITIES | COFFEE HOUSE/PLAY AREA/ARCHER PARK - INSPIRATION IMAGES

WILD AIR DEVELOPMENT | ZIONSVILLE, IN | AUGUST 2024



EXHIBIT C

PRIF CREDIT AGREEMENT

COMES NOW Wild Air Land Development, LLC, an Indiana limited liability company, ("Wild Air"), by its undersigned, duly authorized agent, and states as follows:

Pursuant to the terms set forth in Zionsville Board of Parks and Recreation Resolution 2024-07, Wild Air hereby agrees to finance and construct those certain infrastructure items or public improvements set forth in attached Exhibit B in exchange for a Parks and Recreation Impact Fee ("PRIF") credit not to exceed One Million Sixty One Thousand Three Hundred Nineteen Dollars (\$1,061,319.00.)

SO AGREED this 3rd day of December, 2024.

WILD AIR LAND DEVELOPMENT, LLC

Printed Name

By:



Authorized Signature

JUSTIN W. MOFFETT

MANAGER
Title

Exhibit D
Ongoing Maintenance Commitment

Archer Park to be maintained in clean, operating order and kept to ADA standards for safe and accessible public use in perpetuity at owner's expense.

Site shall have regular clean-ups and trash service to ensure a clean and welcoming experience with prompt removal of graffiti and litter.

Pavement markings, structure exteriors, play elements, and signage to be maintained free of sun fading or disrepair. Mechanical rooms, storage, and nonpublic areas to be secured at all times.

Pavement to be maintained to prevent tripping or slipping hazards and replaced as necessary to prevent safety concerns. Organic debris, snow and ice must be managed and removed as necessary to facilitate pedestrian access for the public, minimizing the use of ice melt and salt except as necessary in activated spaces.

Landscaping must be maintained in good condition, without weeds. Turf areas to be kept in a tidy fashion and not exceed 4" in unkept height (except when weather conditions do not permit mowing). Mulched beds and urban tree wells to maintain 2" of organic material, replenished as needed to maintain a kept appearance. Trees to be pruned to maintain a healthy canopy as dictated by species, and hazard limbs addressed by owner or qualified contractor as noticed by owner or Parks Department. Dead or dying plants must be replaced by the owner within the following planting season and maintained for viability and health. Terrestrial invasive species, as defined by the Indiana Department of Natural Resources <https://www.in.gov/dnr/rules-and-regulations/invasive-species/>, must be removed and monitored for reestablishment as identified by the owner or Parks Department.

Stormwater and erosion concerns must be addressed at the owner's expense in an appropriate manner and timeframe.

Owner will engage a qualified testing agent or contractor for assets requiring certified compliance for public use (splash pads, pools, playgrounds). Assets must be inspected and repaired as dictated by operational requirements as a public facility. Compliance inspections and recordkeeping must be maintained and available to the Zionsville Parks and Recreation Department upon request.

Damaged materials and assets must be repaired in a prompt fashion by a qualified contractor to ensure public safety. Items requiring delayed repair must be furnished with a sign indicating its closure and appropriate temporary barriers placed until repairs are complete.

Ongoing replacement of assets as necessary at end-of-life cycle at owner's expense. Property owners must request Park Board approval prior to permanently removing an asset from public service, and additional accommodations and investment may be necessary to justify its removal.

I acknowledge that any deficiencies to the above-mentioned maintenance commitments reported by the Zionsville Parks and Recreation Department or public shall be addressed in a timely manner, and the Town of Zionsville Board of Parks and Recreation reserves the right to enter into professional services to satisfy observed deficiencies and seek compensation for services rendered.

Park Board President

Date

Owner Representative

Date

Exhibit E
Archer Park Commitments

Operating hours of Archer Park to be approved by Park Board.

Archer Park landscaping and design must provide visibility from the street and/or other activated spaces.

Archer Park must comply with ADA requirements and standards.

All Archer Park signage to be reviewed by the Superintendent of Parks and Recreation prior to installation.

There will not be an entry fee for Archer Park, but Wild Air may charge fees associated with private dining, private recreation, or non-public uses that fall outside of the PRIF credit request.

At the time of substantial completion, Archer Park must be reviewed by a licensed landscape architect. Said landscape architect to submit a list of items to be completed/corrected prior to release of commitment waiver, providing a cost for each item as well as reasons why the work is incomplete. All items must be corrected prior to follow up inspection and be completed in a reasonable amount of time.

Wild Air shall provide as-built drawings, O&M materials, and closeout submittals (specific warranties, workmanship bonds, maintenance service agreements) at conclusion of construction of Archer Park.