

Transition Team Committee
April 22, 2009

Chair Matt Price called the meeting to order at 7:08 p.m. He noted that he would like the subcommittees to complete their tasks by July 1, 2009, including MOU/interlocal for law enforcement, roads, and legal drains, as well as board composition and budget issues.

Subcommittee reports:

BUDGET/FINANCE: Matt Price reporting:

The question was raised as to what extent the town of Zionsville would have to account for future expenditures resulting from the consolidation today or to what extent for planning into the future as the town continues to grow and properties were re-classified from the rural to the urban areas. The position now is that the law is very flexible and favors communities that have gone through a consolidation through referendum such as we have. It allows a community to adjust its levy as the town evolves over time giving us flexibility dependent upon growth.

The next step is to meet with the Department of Local Government Finance and present our reading of the law and once established to make adjustments to the baseline budget for the next year and allowing us to adjust that over time. The tax cap legislation had exceptions for communities that have undergone a reorganization to allow for the adjustment of the levy as the community evolves.

The next budget meeting will be Friday, April 24 at 8:00 a.m.

PUBLIC SAFETY: Art Harris reporting:

A draft of The Memorandum of Understanding [Exhibit B] with the County Sheriff and Chief of Police was distributed. These are to be review by the respective parties.

PARKS: Ralph Stacy reporting:

The Parks/Recreation/Cemetery Transition Subcommittee met on Thursday, April 16, 2009 at 8:00 a.m. at Zionsville Town Hall. In attendance were committee members Art Harris, Dan Montgomery and Ralph Stacy. Special guest, John Ulmer representing Union Township, Matt Dickey, Elizabeth Mueller, Dick Crane, Jim Sanford, Nancy and George Tikijian and Michelle Barrett.

The minutes of the last meeting of March 16 were approved. Transition Subcommittee member Art Harris had an informative presentation [Exhibit E] outlining Zionsville Parks Board Reorganization options, A resolution dated 4th of May, 1990 creating a Parks and Recreation Advisory Committee, a Fisher's Advisory Park Committee statue 32-01, 32-02 and 32-03 and one page copy of IC 36-10-7.5.15 entitled "Advisory Council of special committee; membership; responsibilities".

Each of our guests spoke in favor of retaining the Zionsville Park and Recreation Board except for Michelle Barrett, who was probably there to listen. George Tikijian had written Letters to the Editor [Exhibit D] to a couple of local newspapers of which all of us had read except for our new Transition Committee Member Dan Montgomery, so we had George review his factual information and views on the topic. Ralph Stacy had copies of 2002 Zionsville Parks and Recreation Organization Flow Chart as well as Zionsville Town Government Organization – 2002 Master Plan – Zionsville Parks and Recreation and Department Flow Chart. Copies are included in said minutes. Two facts stand out: [1] There is no listing of the Town Manager on the charts and all appointed boards listed report directly to Town Council. Ralph also checked the Zionsville 2020 Comprehensive Plan adopted in 200 (?) and was unable to find a more current flow chart. Matt Dickey was asked to check on whether there is a more current organizational flow chart and his recommendation for change. Some interesting points from the discussion were:

- 1) All the energy and accomplishments of the Park Board over the decades.
- 2) All the different volunteer subcommittees that have taken on tasks dealing with finance, communications, facilities and others.
- 3) The possible two issues in any organization make up the system i.e. IC 36-10 by which it operates and the personnel within the organization.
- 4) That Advisory Board is less effective but has no spending authority.
- 5) That a Park Board is more focused and effective, has spending authority, operational efficiencies and allows more public input.
- 6) That a Park Board can start a bond issue.
- 7) That added workload to Town Council.
- 8) That our Transition Committee is charged with bringing two new members from the Townships to the new Town of Zionsville and not to decide whether there should be a Park Board or an Advisory Board.
- 9) There should be a Park Board Strategic Development Committee with one member from Eagle, Union, Zionsville and Matt Dickey. Matt was introduced to Elizabeth who thought her husband Steve, who is retire with expertise in strategic planning would be interested in serving as a volunteer member.
- 10) That the School Board appointed in the past has been most helpful in knowing about what is occurring with our School Corporation but maybe that should be changed.
- 11) IC 36-10 has been a good guide or parameter to operate and develop a Park Board.

The next meeting will be Thursday, May 21, 8:00 a.m. Town Hall with possible special guests Fishers Park Director and Zionsville Town Manager.

LAND USE/ZONING: Rob Schein reporting:

Land Use has met twice [March 11 and March 25] since last Transition Committee. There is usually a large attendance, with Committee members, Matt Price, Mike Deiss, and Rob Schein. Guests Tim and Beth Jennings, Frank Brye, Jim Sanford, Candace Ulmer, Terry Jones, Judith Essex, Bob Badger and Gene Thompson. At the March 25 meeting at Union Fire Station, special guest Dan Silby from the Hamilton County Airport was there to educate the group about what is going on at the airport. It was an informative meeting with Mr. Silby relating that the airport is the recipient of \$4.3 million dollars in stimulus money to be used to replace the existing runway and it will not be lengthen or widened. Mr. Silby explained that there is a five member board

which deals with the business and economic development for the airport. There are currently 105 planes, 51 corporate owned, 20 existing jets. The use is 35 % from Hamilton County Use, 35% Boone County and the remaining from surrounding counties. Hamilton County has owned the airport five years.

With the Plan of Reorganization we would have the same classifications of rural and urban districts. The rural district will use the current county's zoning and the urban will use the current town zoning. Terry Jones and Ed Mitro have put in a considerable amount of time on the zoning ordinances.

The next meeting is for Tuesday, May 19 at 6:00 p.m. at the Zionsville Town Hall.

INFRASTRUCTURE: Tim Haak reporting:

DRAINS

- All named drains should stay with the County Surveyor
- The County Surveyor should continue to collect fees from all property owners that are currently paying ditch/drain fees.
- At the time of plat approval is when a legal drain can be formed.

Interlocal work item – Tim Haak will work with Lance Lantz and Andy Buroker to draft the interlocal agreement. The agreement should be drafted to contain the following:

- All new development will be approved under Zionsville's development standards. The county surveyor will be responsible for collecting any fees under current state statutes. The county surveyor shall also be responsible for all associated maintenance.

ROADS

- Andy Buroker is working on the interlocal agreement. Tim will check the status and report at next week's Reorganization meeting.
- Candace has requested income and expense information from Tom Kouns. She will report her findings at the next TBD Infrastructure Subcommittee meeting.

OTHER

- Stormwater – continued discussion. Lance is currently reviewing Zionsville's current ordinances. Will present to the Zionsville Town Council later this year. Any action won't happen until the expanded Council is in place.
- Next meeting date TBD after full committee meeting on April 22, 2009.

GOVERNANCE: Rob Schein reporting:

Met Friday, April 17 - Chief Dowden, Ed Mitro, Craig Phillips, Jim and Carla Sanford, Rob Schein and guest Laurie Christie in attendance. Ms. Christie had been with the Election Division. The big task presented at the last Transition Meeting was with the Re-organization plan as it is now, contemplates how the make up of the seven council members will be selected on the next election, which is five districts and the two districts at-large. The question was raised about the gap between January 2, 2010 and the next election in 2011. Currently we have five districts with five councilmen.

If we were to move forward with the Crowe Chizek map, this would place two of the current council members in the same district and another council member would not even live in her district. Since the plan was not to displace anyone, it was thought for the transition period to keep the original districts, create two new districts in the 'unincorporated area' to be filled by the two trustees to get us to the next election. One of the suggestions was to make all the council members 'at-large'. However after Ms. Christie talked with the Election Division legal Counsel Dale Simmons, there is some statutory requirement that would not allow us to have all 'at large' members. Mr. Simmons will continue his review of the matter. The Crow Chizek maps show five districts with two 'at-large' and the Plan of Reorganization calls for those 'at-large' seats to be filled by the two trustees until the municipal election in 2010.

Matt Price asked if the Governance Committee was reviewing the reclassification process of rural to urban property. Mr. Price had been questioned about whether this would be a public process. Mr. Gene Thompson, Chairman of the Study Committee, said he felt this would be the authority of the Town Council and would be a public process. Mr. Schein recalled that there would be notification when the Council began the reviewing process for these re-classifications. The Plan calls for the first review to be two years after the effective date, which would be January 2, 2012. It was felt that there should be a Public Notice component and some public hearing so that people will have an opportunity to have any concerns addressed.

Mr. Price introduced the next item of discussion - Boone County Officials coordination. As we proceed, we must be sure that we continue to engage the various county officials, especially with the Auditors office and the parcel numbers.

Mr. Mitro raised the fact that bills are accumulating and how are they to be paid. All bills will be shared by the three entities. It was suggested that the three entities will share equally in the cost, but would like to see a list of the expenses at the next meeting.

The next meeting was set for Wednesday, 5/27/09 at 7 p.m. at the Town Hall, and the meeting was adjourned.

EXHIBIT A

**INTERLOCAL COOPERATION AGREEMENT
BETWEEN THE TOWN OF ZIONSVILLE
AND BOONE COUNTY FOR
STREETS AND ROADS MAINTENANCE AND IMPROVEMENTS**

THIS INTERLOCAL COOPERATION AGREEMENT (hereinafter "Agreement") is entered into on this _____ day of _____, 2009, but effective as of January 2, 2010, by and between the Town of Zionsville, Indiana ("Town") and The Board of Commissioners of the County of Boone, Indiana ("County").

WITNESSETH THAT:

WHEREAS, IC 36-1-7 provides for the joint exercise of governmental powers and entering into voluntarily an agreement providing for such powers; and

WHEREAS, pursuant to IC 36-1.5 et. seq., Eagle Township, Union Township and the Town adopted mirror resolutions and ordinance, effective July 24, 2008 ("Plan of Reorganization"), to reorganize their respective units into the Town ("Reorganization"); and

WHEREAS, the Plan of Reorganization adopted by Eagle, Union and the Town was approved by the respective voters of each unit on November 4, 2008; and

WHEREAS, the Plan of Reorganization contemplates and calls for duties with respect to road and street maintenance and improvements to be divided between the Town Service District and the Rural Service District of the reorganized Town, with the Town serving the Town Service District and the Boone County Highway Department serving the Rural Service District; and

WHEREAS, the Plan of Reorganization contemplates and Indiana law requires an Interlocal Cooperation Agreement in order to evidence this arrangement.

NOW, THEREFORE, pursuant to IC 36-1-7-2 and in consideration of the mutual promises and consideration contained herein, the parties hereby agree as follows:

ARTICLE 1. TERM

1.01 The term of this Agreement shall be from January 2, 2010 until December 31, 2013. This Agreement shall automatically renew for additional four (4) year terms upon the expiration of the then current term unless one of the parties hereto notifies the other in writing not later than 2 years prior to the expiration of the then current term that it elects to terminate this Agreement.

ARTICLE 2. PURPOSE

2.01 In addition to the background described in the recitals set forth above, the Town and the County desire to cooperate in the reorganization of the Town and effectuating the terms and provisions of Section 9 of the Plan of Reorganization, with respect to providing street and road services in the Rural Service District of the reorganized Town. Representatives of Eagle Township, Union and the Town have served on the Transition Committee and one of its subcommittees has addressed the issue of providing road and street services and has met with representatives of the County to discuss, plan and agree upon the terms of working cooperatively in allocating which governmental body shall provide road and street services in the Rural Service District following the Effective Date of the Reorganization. It is the understanding, intent, and agreement of the Town and the County to work cooperatively toward continuing to provide similar levels of road and street services in and to the Town and Rural Service Districts, as such services have been and are currently being provided in such areas prior to the Effective Date of the Reorganization. As the provision of road and street services are governed by Indiana law in IC Title 8, each of the Town and the County shall continue to observe and comply with Indiana law relative to providing road and street services to their respective areas of jurisdiction within the reorganized Town.

ARTICLE 3. SERVICES

3.01 The Town and the County each have reviewed, agreed upon and adopted the service district map attached hereto as Exhibit A, which map delineates the Town Service District and the Rural Service District within the reorganized Town corporate boundaries as of the Effective Date. As of the date of this Agreement, the roads and streets within the Town Service District shall constitute the Arterial street system and local streets of the Town, as defined in IC 8-14-2, and the Town currently provides resurfacing, restoration and rehabilitation, maintenance, and snow removal to the roads and streets included within the Town Service District, and the roads and streets within the Rural Service District shall constitute the Arterial road system and the local roads of the County, as defined in IC 8-14-2, and the County currently provides the same services to the roads and streets included within the Rural Service District. There is and shall remain a general exclusion from the Arterial street system and Arterial road system for those roads and streets that are private or are in subdivisions that contract separately for snow removal or any other of these services, which this Agreement does not alter any such contracts.

3.02 Upon and following the Effective Date, the County covenants and agrees to continue to maintain and service the Arterial road system and local county roads on the road and street map attached hereto as Exhibit B in their “as is” condition. The County shall provide the services of snow plowing and salting, resurfacing, maintenance, restoration and rehabilitation, and signage installation and maintenance pursuant to the Manual on Uniform Traffic Control Devices,

published by the Federal Highway Administration under 23 CFR Part 655, for all such roads and streets, all in accordance with State law and the County's current maintenance schedule for providing such services.

- 3.04** The Arterial road system and local county roads (as defined in IC 8-14-2-1) currently located in the Rural Service District and under the jurisdiction of the County will continue within such jurisdiction after the Effective Date. The Arterial street system and local streets (as defined in IC 8-14-2-1) currently located in the Town Service District and under the jurisdiction of the Town will continue within such jurisdiction after the Effective Date.
- 3.05** Each of the County and the Town will receive, budget and appropriate the motor vehicle highway account, local road and street account, county motor vehicle excise surtax, county vehicle tax, income tax, and state gas and special fuel tax distributions allocable to the road mileage for their respective inventory of road and streets in the Rural or Town Service District and shall be used pursuant to State law.
- 3.06** Pursuant to Section 6 of the Plan of Reorganization, as of January 1, 2012 and at the end of each two year period thereafter, Rural Service District areas may be reclassified into the Town Service District. Upon the occurrence of such reclassification, the respective road and street inventories included in the Rural Service District and the Town Service District shall be adjusted concurrently with the reclassification of such area and such roads and streets transferred to the Arterial street system and local streets inventory of the Town. Upon the reclassification of an area from Rural to Town Service District, the Town shall have a period of six months prior to such reclassification date to determine and advise the County whether it will provide such service or desires that the County to continue to provide such service. Whichever party provides the service shall receive all of the applicable funding allocable to such road and street mileage inventory to be serviced. The County and the Town shall utilize and follow the provisions of IC 8-23-4-12 for any other transfers between them of roads or streets from their respective service districts in the Town.
- 3.07** All roads and streets in the reorganized Town proposed to be constructed or expanded in the Rural Service District shall be submitted to the Town for review and approval in accordance with the Town's planning and development process. New roads constructed in the Rural Service District shall be allocated to and included in the Arterial road system or local roads inventory for the Rural Service District to be serviced by the County.
- 3.08** The County shall not issue any bonds primarily to finance road, street or thoroughfare projects in the Rural Service District without the prior concurrence and approval of the Town, to be evidenced by a duly adopted resolution of the Town Council. The County shall not authorize or approve a project for funding by the Local County Road and Bridge Board in the Rural Service District without

the input and consent of the Town, to be evidenced by a duly adopted written resolution of the Town Council.

ARTICLE 4. CONSIDERATION

- 4.01** There shall not be any separate or additional consideration paid by either party to the other for this Agreement. Each of the Town and the County covenants and agrees to make good faith efforts to budget and appropriate the funds received from the sources described herein pursuant to and in compliance with Indiana state law for the purposes of this Agreement.

ARTICLE 5. FUNDS

- 5.01** The Clerk-Treasurer of the Town and the Dispersing Officer of the County shall retain their respective duties to receive, disburse and account for all of the monies they respectively receive with respect to funds allocated, budgeted and appropriated for their respective services and duties described in Article 2. hereof.

ARTICLE 6. DEFAULT

6.01 **Default**

If any party hereto fails to make a good faith effort to comply with the terms of this Agreement, then it shall be considered in default hereunder.

6.2 **Remedies**

In addition to any specific remedies expressly identified herein, each party shall have all rights and remedies at law or in equity to enforce the terms of this Agreement in the event of breach hereof by the other party.

6.3 **Indemnity and Attorneys' Fees**

Town and County shall each indemnify and hold the other harmless from and against all costs and damages (including reasonable attorneys' fees and court costs) incurred as a result of any breach of any covenant, representation or warranty herein by it. Except as set forth herein, each party shall bear its own costs and attorneys' fees in connection with the negotiation and execution of this Agreement. In the event litigation is needed to enforce this Agreement, the prevailing party, whether by lawsuit or whether by settlement before or after any lawsuit is filed, shall be entitled to recover from the non-prevailing party its costs, expenses, and reasonable attorneys' fees incurred in the enforcement of this Agreement, including enforcing it as a defense.

ARTICLE 7. MISCELLANEOUS

7.01 Amendments

This Agreement may be amended only by written instrument signed by all of the parties hereto.

7.02 Financial Statements

Throughout the term of this Agreement, each of Town and County shall provide regular financial status reporting comparing expenses to budgeted funds to the other party, not less frequently than annually.

7.03 Written Notice

Written notice shall be considered served when delivered in person or sent by certified mail return receipt requested, to County or to Town, or to the last business address of such known to the person who serves the notice, or to a subsequent address given by either party in writing pursuant to this provision.

Notice shall be sent as follows:

Town:

County:

Ed J. Mitro, Town Manager Zionsville Town Hall 1100 West Oak Street Zionsville, IN 36077 Telephone: (317) 873-8245 Facsimile: (317) 873-8021	c/o Melody Price Boone County Courthouse 116 West Washington Street, Suite 103 Lebanon, IN 46052 Telephone: (765) 482-5150 Facsimile: (765) 483-2325
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7.04 Severability and Waiver

In the event that any clause or provision of this Agreement is held to be invalid by any court of competent jurisdiction, the invalidity of such clause or provision shall not affect any other provision of this Agreement. Failure of either party to insist on strict compliance with any provision of this Agreement shall not constitute waiver of that party's right to demand later compliance with the same or other provisions of this Agreement.

7.05 Approval

This Agreement is subject to approval by the executive and the legislative bodies of each of the Town and the County. The fully executed Agreement shall be recorded in the Boone County Recorder's Office, and filed with the Boone County Auditor, the Clerk/Treasurer of the Town, and the Office of the Auditor of the State of Indiana.

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed
this ____ day of _____, 2009, but effective as of January 2, 2010.

Town of Zionsville, Indiana

By: _____

Printed: _____

Title: _____

The Board of Commissioners
of the County of Boone, Indiana

Huck Lewis

Charles Eaton

Marc Applegate

EXHIBIT A: Service Districts Map
B: Road and Street Map

KD_Transition Committee 4-22.doc

EXHIBIT B

TOWN OF ZIONSVILLE, EAGLE TOWNSHIP, UNION TOWNSHIP, BOONE COUNTY SHERIFF'S OFFICE

LAW ENFORCEMENT

MEMORANDUM OF UNDERSTANDING

Resulting from discussions among officials of Eagle Township, Union Township, the Town of Zionsville, The Zionsville Chief of Police and the Boone County Sheriff, pertaining to the provisions of optimum law enforcement services along and determination of their jurisdictional boundaries, the following agreement has been reached:

1. JURISDICTIONAL BOUNDARIES

- 1.1 Pursuant to the government reorganization approved by the voters of the Town of Zionsville, Union Township and Eagle Township by public referendum in November 2008, the Town of Zionsville, Union Township, and the unincorporated portions of Eagle Township will reorganize into the new Town of Zionsville effective January 2, 2010.
- 1.2 Pursuant to the government reorganization, the new Town of Zionsville will have two service districts: the Rural Area and the Urban Area. According to the plan of reorganization, areas will be moved from Rural to Urban classification on an orderly, planned basis.
- 1.3 As agreed by all parties, the Boone County Sheriff's Office (BCSO) will continue to have primary law enforcement responsibilities in the Rural Area of the new Town of Zionsville, and will not receive additional compensation or reimbursement from the Town of Zionsville for this continued responsibility.
- 1.4 As agreed by all parties, the Zionsville Police Department (ZPD) will continue to have primary law enforcement responsibilities in the Urban Area of the new Town of Zionsville. As areas are moved from the Rural to Urban classification, ZPD will assume primary law enforcement responsibilities for the area moved to Urban classification.

2. MUTUAL AID

- 2.1 Pursuant to the request of the ZPD Police Chief, or his/her designee, in the event of an emergency or request for law enforcement assistance within the ZPD service district, ZPD may request the response of the closest available BSCO equipment and personnel to bring the emergency under control or investigate the request.
- 2.2 Pursuant to the request of the Boone County Sheriff, or his/her designee, in the event of an emergency or request for law enforcement assistance within the Rural district, BCSO may request the response of the closest available ZPD equipment and personnel to bring the emergency under control or investigate the request.
- 2.3 ZPD and the Boone County Sheriff may, by mutual agreement, designate emergency dispatch services to determine which personnel and equipment are best positioned and equipped to make the initial response or investigation regarding an emergency or request for law enforcement assistance.

3. INCIDENT COMMAND AND CONTROL

- 3.1 The law enforcement agency having jurisdiction maintains ultimate responsibility for the overall incident command, safety, and accountability.
- 3.2 All responding personnel shall comply with the incident commander's directives, regardless of the commanders or personnel department affiliation.
- 3.3 Personnel affiliated with the assisting law enforcement agency shall have the same powers and duties as corresponding personnel employed by the assisted law enforcement agency, but only for the period they are engaged in activities authorized by the assisted law enforcement agency.
- 3.4 The law enforcement agency providing assistance remains responsible for the conduct of its personnel.
- 3.5 The incident commander of the law enforcement agency having jurisdiction has responsibility for the safety and accountability of all personnel operating on the incident. Safety and accountability procedures for each law enforcement agency should be reviewed and trained on prior to the signing of this agreement. Evacuation procedures should also be established and trained on by both law enforcement agencies.

- 3.6 Training shall be furnished on a quarterly basis by each law enforcement agency on the areas covered in 3, 1-5 above.
- 3.7 Every effort shall be made to return the assisting law enforcement agency's personnel and equipment to a ready status as soon as possible.

4. INVESTIGATIONS

- 4.1 The law enforcement agency having jurisdiction maintains ultimate responsibility for investigations within their jurisdiction, however investigation assistance may be requested pursuant to this agreement.

5. RESPONSE OBLIGATION

- 5.1 The ZPD shall not be obligated to respond as described in this agreement if such response would endanger the citizens of the Town of Zionsville, or impair the ability of the ZPD to render emergency services within its service district.
- 5.2 The BCSO shall not be obligated to respond as described in this agreement if such response would endanger the citizens of Boone County or impair the ability of the BCSO to render emergency services within its service district.

6. FINANCIAL OBLIGATION

- 6.1 The Town of Zionsville, Eagle Township, Union Township, Boone County and BCSO agree that the service described in this agreement shall be provided to one another without cost.
- 8.1.1 Each department remains financially responsible for any of its equipment that may be lost, stolen, or damaged and for any medical expenses incurred by its personnel, regardless of the jurisdiction in which the loss occurs.

9. INDEMNIFICATION

- 6.2 The Town of Zionsville, Eagle Township, Union Township, ZPD, Boone County Indiana, agree to indemnify and hold harmless BCSO, Boone County Indiana, and their officers, agents, and employees from any and all claims or threat of claim, loss, liability, judgment, or liens arising out of the negligence of the BCSO and their officers, agents, or employees in connection with this agreement. Such indemnity shall include attorney fees and all costs of other expenses arising therefrom or incurred in connection therewith.

6.3 BCSO, Boone County Indiana, agrees to indemnify and hold harmless the Town of Zionsville, Eagle Township, Union Township, ZPD, and their officers, agents, and employees from any and all claims or threat of claim, loss, liability, judgment, or liens arising out of the negligence of the Town of Zionsville, Eagle Township, Union Township, ZPD, and their officers, agents, or employees in connection with this agreement. Such indemnity shall include attorney fees and all costs of other expenses arising therefrom or incurred in connection therewith.

7. EFFECT

- 10.1 Once signed, this agreement modifies and supersedes any and all other mutual aid or dual response agreements between ZPD and BCSO.
- 10.2 This agreement shall remain in full force and effect until modified or terminated by mutual written consent of the parties.

Agreed this _____ day of _____, 2009

Boone County Sheriff's Office
Sheriff

Zionsville Police Department
Chief of Police

Eagle Township Trustee

Union Township Trustee

Zionsville Town Council President

Boone County

EXHIBIT C
The Cranes
45 Williamsburg Court
Zionsville, IN 46077

April 17, 2009

Mr. Ralph Stacy
60 S. 2nd St.
Zionsville, IN 46077

SUBJECT: Parks

Dear Ralph,

Thanks for your leadership yesterday in the discussion of the future role of Parks management in the new consolidated Zionsville. Something Art Harris said rattled around in my brain overnight and crystallized some of my thoughts. Let me pass it along in hopes that it might be useful to you and your subcommittee.

Art said a Park Advisory Board would be authorized by Town ordinance. Well, the existing Park Board was also established by ordinance. So the only issue on that score is: does the Board operate under the provisions of IC 36-10 or not. This then suggests the decision logic sequence as: 1) does Parks Department operate directly under the management of the Town Council, or 2) if not, then what are the operating parameters of a Park Board – IC 36-10 or other to be defined.

Finally, let me sum up my thoughts, which are essentially what I heard around the table from the people who have been actively involved over the years:

- 1) A Park Board is essential to sustain energy and to do all the work that the Town Council will not be able to do in the context of its political capital and other time demands. The Town Council justifiably has many other boards and commissions for this very purpose, including Police, Economic Development, Planning, Streetscapes, Pathways, etc. Parks fit this pattern and philosophy.
- 2) IC 36-10 has served the Town very well since the establishment of a Park Board. Unless you perceive a clear deficiency in those provisions, you will spend a lot of time and trouble coming up with something different that may have unintended consequences. Note that performance of individuals is not a structural issue, and would need to be addressed no matter what structure is in place.

Thanks again for listening to us. If I can be of any further help, please don't hesitate to call me. If you like e-mail, my address is ddcrane45@aol.com.

Best regards,
cc: Art Harris & Dan Montgomery

EXHIBIT D

As one might guess, I believe elimination of the Zionsville Parks and Recreation Board would be a serious mistake. I have expressed my concerns in detail to the Zionsville Town Council. I thought it would be interesting to remind us of two earlier situations involving both the parks board and the town council.

All the years I was on the board, the town council was very supportive of the parks. But this has not always been true. Both incidents I will describe occurred before any current or recent member of either group was in place.

Incident One: The owners of the land that became Clifden Pond subdivision wanted to donate that land to the parks board for a park. But because of an old dispute between the owners and the then town council, the landowners would only make the donation if the council agreed to never annex the land.

The parks board turned to the council and asked for help, to no avail. The council made it clear that it would annex the property as soon as the parks board accepted it. The result ended with no donation, and instead turned into Clifden Pond subdivision.

Incident Two: This is the truly ironic one. As many of us know, Councilman Art Harris's favorite park is the Nancy Burton Rail Trail. I often meet him on the trail as he walks his dog.

As it happens, when Mr. Burton proposed donating the land for the rail trail, the parks board was delighted and anxious to proceed. Out of courtesy, the town council was notified of the pending donation. It turned out the town council was strongly opposed to accepting the land, mostly for fears of safety.

Because the parks board had the authority to accept the gift without town council approval, it went ahead and accepted what is now the first section of the rail trail. Here is the irony. Had Harris's plan of all power to the town council and no parks board been in place then, there would be no rail trail, and he would not be enjoying the one park he loves and uses daily.

George H. Tikijian
Zionsville

EXHIBIT E

April 16, 2009

To: Parks and Recreation transition subcommittee

From: Art Harris, Zionsville Town Council

Re: Zionsville Parks Board reorganization options

There are three options for consideration to streamline the Zionsville Parks Department to make it more responsive and efficient for the taxpayers of Union and Eagle townships and the Town of Zionsville within the newly constituted town as detailed in the Kernan-Shepard Report on government consolidation.

1. Eliminate the Parks Board and have the parks superintendent report to the Town Manager and the Town Council.
2. Create a Citizens Advisory Committee to offer advice and recommendations to the Park Superintendent and the Town Council as directed on matters of interest to the operation and maintenance of the park and recreation facilities of Eagle and Union townships and the Town of Zionsville.
3. Retain the framework of the Parks Board and revamp its officers and members.

Option 1: Eliminate the Parks Board. The parks superintendent would function similarly to the managers of the various Zionsville town departments, such as streets, wastewater, planning, and public safety agencies reporting to the Town Manager and subsequently the Town Council.

Boards composed of volunteer participants have and do work well when its members have the time to devote to the required responsibilities. However, when board members' time is fractured because of individual professions, matters requiring immediate attention often become delayed, and slow the process.

The Parks Department is termed a "semi-independent agency of the Town government" according to its 2002 Master Plan. With the adoption and creation of the consolidated governments for Union and Eagle townships and the Town of Zionsville, the existence of a "semi-independent agency" is no longer adequate to meet the needs of an expanded parks department and the anticipation of park patrons.

Zionsville has recently employed a parks professional in Matt Dickey. Mr. Dickey has a wide-range of parks experience and should be allowed the latitude to administer the facilities and programs of the Zionsville Parks Department in an efficient and responsive manner.

Option 2: Create a Parks Advisory Committee. The towns of Fishers, Connersville and Plainfield all have parks advisory committees and not a Parks Board. Our closest neighbor, Fishers adopted the concept in 1990 when the department was created.

According to Gary Pruitt, Fishers parks director, the advisory committee is composed of 7 members, which includes one Town Council member, and 6 residents appointed by the council. Members serve four year terms.

Pruitt said that issues the council wants vetted can go to the advisory committee, while other matters can go directly to the council for action.

The Fishers Parks Department is composed of 27 fulltime employees, and during the summer months retains 9 to 10 part-time personnel in recreation and an equal number in the maintenance division. The department is responsible for maintaining a little over 500 acres, 360 acres of which is devoted to active, as opposed to passive, use.

By comparison, the Zionsville Parks Department has 5 fulltime employees, which includes the superintendent and naturalist. The Zionsville parks system contains 337 acres, which includes 82 acres of Mulberry Fields and the Zionsville Golf Course which were added in 2008.

Owing to Federal regulations contained in the Land and Water Conservation Fund, a park department must have a parks board and a five-year master plan to be eligible for Land and Water Conservation grants, according to Robert Bronson, of the division of Outdoor Recreation, of the Indiana Department of Natural Resources. That is the only source of funding for parks and recreational facilities to contain that regulation.

Zionsville has taken advantage of two Land and Water Conservation 50-50 matching grants:

In early 2000, according to Al Smith, the parks department received \$200,000 for the development of the Nature Sanctuary, and in the late 1990s received \$55,000 for the pedestrian ramp from the southern terminus of the rail-trail to Starkey Park. These are the only Land and Water Conservation grants received by the Town of Zionsville.

Other ongoing sources of funding administered by the state DNR which do not require a municipal parks board are:

- Recreational Trails Program, an 80-20 grant through the Federal Highway Administration, which funded the Creekside canoe launching site along Eagle Creek.
- Shooting Range Program, funded by the Department of Interior.
- Heritage Trust Fund, administered by the state DNR for land acquisition.

Membership on the Parks Advisory Committee would be composed of 7 members, 4 of whom would be residents of the Town of Zionsville, one each from Eagle and Union townships, and one member of the Zionsville Town Council.

Option 3: Retain the framework of the Parks Board and revamp its officers and members.

To provide for an expanded park district in Union and Eagle townships, representation on the Parks Board would be reduced from the Town of Zionsville from 4 members to 3 members. Two additional members would represent Union and Eagle townships. The representative from the Zionsville school system would be eliminated thus retaining the five-member board composition.