



Noblesville Parks and Recreation Board
Wednesday, March 7, 2018
Forest Park Inn, Main Room
6:00 p.m.

Agenda

Call to Order
Approval of Agenda
Approval of Minutes of February 7, 2018 Board Meeting

Financial

1. Approval of Claims- March 13th & 27th
2. Transfers and Appropriations

Reports

1. Recreation
2. Director of Golf
3. Assistant Director

Old Business

New Business

1. Board to consider general services contract with Lehman and Lehman.
2. Board to consider change order 1 and 2 for Center Restroom at Forest Park.
3. Board to consider fee agreement with TeeSnap.
4. Board to consider agreement with Experience Events.
5. Board to consider request from Cultural Arts Commission.

Next Meeting March 28th, 2018, The Green Room @ Federal Hill Commons, 6pm.

Upcoming Events

March 23: Bike Share Ribbon Cutting
March 24: Easter Egg Hunt



Noblesville Parks and Recreation Board Minutes February 7, 2018

MEMBERS PRESENT: Steve Rogers, Laurie Dyer, Todd Thurston and Carl Johnson.

OTHERS PRESENT: Brandon Bennett, Director; Mike Hoffmeister, Asst. Director; Sherry Faust, Board Secretary; Nichole Haberlin, Recreation Dept.; Charlotte Arnos, City intern; Gary Deakyne, Golf Director; Brian McNerney, Jennifer Roberts, Context Design; Darren Peterson, Peterson Architecture; and Greg O'Conner, City Council Representative;

CALL TO ORDER: Meeting was called to order by President Rogers at 6:05pm.

APPROVAL OF AGENDA: President Rogers asked if there were any other additions or deletions to the agenda. President Rogers asked for the approval of the Agenda as presented. Mr. Todd Thurston moved to approve the Agenda as presented and Ms. Laurie Dyer seconded this motion. No further discussion was held and the motion passed unanimously.

APPROVAL OF MINUTES of January 10, 2018 Board Meetings. President Rogers asked for the approval of January 10, 2018 minutes. Mr. Thurston moved to approve the minutes for the January 10, 2018 Board meeting as presented and Ms. Dyer seconded this motion. No further discussion was held and the motion passed unanimously.

FINANCIAL:

1. **Approval of Claims** for January 9 and 23, February 13 and 27, 2018. Mr. Thurston moved to approve the claims as presented totaling \$70,027.80. Ms. Dyer seconded this motion and the motion passed unanimously.

2. **Transfers and Appropriations:** None

REPORTS

- **Recreation Report**

Ms. Nichole Haberlin said the Ivy tech reservations were going great. She then reviewed her report that was in the Board packet. (Staff Report Attached)

- **Director of Golf Report**

Mr. Gary Deakyne said this time of year the revenue is not much for the golf courses. He said that the trip to the golf merchandise show was very successful. He came away with some good ideas for the golf operation. Mr. Deakyne said he also found some new products and are looking at a new software system, TeeSnap. Mr. Deakyne then explained to the Board how the system works and how the two present systems the courses have now work. Mr. Deakyne said he felt this new system would in the long run help to generate more revenue. He said he was checking into the costs versus our present system.

- **Assistant Director Report**

Mr. Hoffmeister reported Monday and Tuesday they were conducting interviews of applicants for the Office Manager and have given an offer to one of the individuals and our hire date goal is February 26th. The Parks Department also has a full time Landscape Labor position open and have applications for that position. Mr. Hoffmeister reminded the Board to not forget the Bowl-A-Thon. He also reported that the department is getting ready for 2018 events and he reviewed some events that would be

happening. Mr. Hoffmeister also announced that the department had partnered with WZPL which will be the official radio station for 2018 of the Parks Department. He also informed the Board that for 2018 he was the President of Indiana Parks and Recreation Association, and Mr. Bennet was President of the Indiana Parks and Recreation Foundation.

OLD BUSINESS

1. Board to consider advertising of bid for Finch Creek Park Phase 1 construction and hear update on project.

Mr. Bennett said we had our landscape architect, our engineer, our architect all with us this evening to do a follow-up from the Board's last meeting. He said he was going to meet with the Finance Committee tomorrow to further discuss the opportunities for an increase on this budget. He said since the last meeting they have been going in and fine tuning this project which involved some redesign. He said they were able to cut the project down by about a million dollars. Mr. Bennett said he would turn the meeting over to Mr. Brian McNerney for the review of updates. Mr. McNerney presented a Power Point to the Board.

After the presentation, Mr. Bennett said they would like for the project to go to bid on March 9th and to award the bid on April 25th. He said the project now is close to 10.3 million after the additional review. Mr. Bennett said he is pleased with the design and thinks it is a great first start. (See attachment)

Mr. Bennet said through this process Context Design has requested an amendment to their contract for the additional work they had to perform which was not in the original contract, which is a total of \$68,132.00.

President Rogers asked for a motion to approve the amended contract. Mr. Thurston moved to approve the amended contract with Context Design in the amount of \$68,132.00 as presented and Mr. Johnson seconded this motion. No further discussion was held and the motion passed unanimously.

Mr. Bennet then asked the Board for a motion to approve to advertise for bids.

President Rogers asked for a motion to approve to advertise for bids. Mr. Thurston moved to approve to advertise for bids for Finch Creek Park, Phase 1 as presented on the approval from the City Council and Ms. Dyer seconded this motion. No further discussion was held and the motion passed unanimously.

NEW BUSINESS

1. Board to consider lease with NEFL for operation of concessions at Dillon Park

Mr. Bennett said this was the same lease which the Board has had with the NEFL that only the dates have been changed. (Staff Report Attached)

President Rogers asked for a motion to approve lease. Mr. Thurston moved to approve the 2018 lease with the NEFL concession operation as presented and Mr. Johnson seconded this motion. No further discussion was held and the motion passed unanimously.

2. Board to consider award of bid for Center Restroom at Forest Park

Mr. Bennett reported that the bids for the remodel of the Center Restroom were accepted and opened in public Friday, January 26th. (Staff Report Attached)

President Rogers asked for a motion to approve the bid with Myers Construction Management, Inc. Mr. Thurston moved to approve the bid with Myers Construction Management, Inc. for the amount of \$169,000.00 as presented and Ms. Dyer seconded this motion. No further discussion was held and the motion passed unanimously.

3. Board to hear update on Zagster Bike share program

Mr. Hoffmeister introduced Charlotte Arnos, a PHD Student at Huntington University and is an intern with the City. Ms. Arnos then presented a Power Point presentation on the Zagster Bike share program. Ms. Arnos said the program operates through memberships or hourly rates, or a daily charge and that you can only pay with a credit card. The stations will have the Park Logo. To start with there will be two stations with more added later; one near the carousel at Forest Park and the other near

Riverside Cemetery at Maple Ave. and 5th St. There will be a Grand Opening on March 23rd at the Maple Ave. and 5th Street station. The Board thank her for the presentation. (Staff Report Attached)

4. Board to consider lease with Historic Amusement Foundation for Carousel

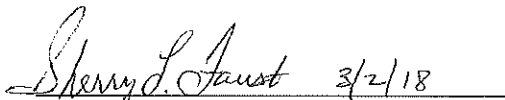
Mr. Bennett said this lease is updated to be a 5 year lease. Later on there will be discussion of the transfer of ownership of the carousel to the Park Foundation Board at the end of the lease. (Staff Report Attached)

President Rogers asked for a motion to approve lease. Mr. Thurston moved to approve the 5 year lease with the Historic Amusement Foundation as presented and Mr. Johnson seconded this motion. No further discussion was held and the motion passed unanimously.


With no other business to discuss, Mr. Todd Thurston made a motion to adjourn and Mr. Carl Johnson seconded this motion. President Rogers adjourned the meeting at 7:20 PM.

Respectfully Submitted

Approved



Sherry L. Faust, Secretary



Scott Noel, President

Next meeting: Wednesday, March 7, 2018, 6PM, The Green Room @ Federal Hill Commons



NOBLESVILLE PARKS AND RECREATION REPORT FEBRUARY 2018

Enrollment: 478 enrolled in February programs, which is 234 more than last month and 76 more than last year in February. There were 25 classes offered, 22 classes run. Miller Explorers only had one class run this month, we are working with schools to help market and increase these numbers.

Recreation Annex Rentals		(July 1, 2017 – Present)		Reserved
Atrium/Auditorium	\$9,470	40%	=	\$5,682
Auditorium Staffing	\$697.50	0%	=	\$697.50
Gyms	\$20,000	50%	=	\$10,000
Gyms	\$33,656	80%	=	\$26,924.80
Gross \$63,823.50		Parks		\$43,304.30 Parks Net

POS Pickleball		(September to Present)
Sports Drop-In		\$3,499.00
Sports Passes		\$3,500.00
Fitness Drop-In		\$360.00
Fitness Passes		\$750.00
		\$8,109.00

NobleKids Camp

Spring Break Camp	4
Jump Start Sports Spring Break	4
Dillon NobleKids	4
Forest NobleKids	3
Preschool	3

Auditorium

ISTA	Full Facility	March 2-3
En Point	Dance Recital	March 10
Carmel Players	Ragtime the Musical	April 14-29
Primrose	Graduation	May 23
Eman	Graduation	May 25

Rec2Go

February 8	Bubble Ball	Noblesville High School
February 13	Bubble Ball	Noblesville High School:
February 22	Bubble Ball	Noblesville High School
February 23	Bubble Ball	First United Methodist
February 25	Expo	Oh Baby! Carmel
February 27	Bubble Ball	Noblesville High School
March 16	Rec2Go Annex	Birthday Party

Park Program Participation Numbers

Program	Days/Date	Time	Location	Enrollment	
Adult					
Social Dance	Mondays	6:30-9:15pm	Inn-Main	30	+3
Community Wednesday	Wednesday		Lodge	13	
Pickleball How To	Tuesday	10:00-11:30	Annex	12	+1
Fitness					
Yoga	Mon-Thurs	Various	Lodge	17	+1
Pilates	Mon & Wed	Am-PM	Inn	9	0
Boot Camp	Mon & Wed	6:30-7:30pm	NWMS	13	+4
Youth Programs					
Breaking Dancing	Monday	5:30-6:25	Annex	0	+6
Tumbling	Tuesdays	5:30-6:15pm	Lodge	7	+4
Karate	Tuesday	6:00-6:45p	Inn	2	-3
Lego League	Mon or Wed	6:00pm-7:00pm	Lodge	3	+3
Parent Night Out	Friday	6:00pm-9:00pm	Lodge	15	+3
Nature Kids	Friday	6:00-8:00p	Lodge	4	+4
Safe Sitter	Saturday	9:00am-3:00pm	Lodge	16	
Little's	Monday	6-7:30p	Lodge	6	+6
Soccer	Monday	5:30-6:15p	Dillon	3	-1
Royal Ball	Saturday	7-9	Annex	296	
Girl Scouts- Maple	Saturday			28	
Miller Explorer					
Lego League				4	
			Total	478	

Nichole Haberlin, Recreation Director & Lorna Steele Assistant Recreation Director

Noblesville Park Board

Wednesday, March 7, 2017

Subject: General Services Contract with Lehman and Lehman, Inc

Applicant: N/A

Agenda Item: New Business # 1

Summary: Contract with Lehman and Lehman for general services as needed by staff for consulting, grant preparation, etc.

Recommendation: **Staff recommends approval of the contract with Lehman and Lehman to provide consulting and general services as needed by staff.**

Prepared by: Brandon Bennett, CPRP, Director
Department of Parks and Recreation
City of Noblesville
bbennett@noblesville.in.us; 317-776-6350

Work Terms and Definitions:

Summary:

This contract is the same as in the past. It is an annual contract that provides staff and the board with professional consulting services from Chuck Lehman and his team at Lehman and Lehman. This contract is a contract that we keep in place for services that we may need or that arise throughout the year. Chuck has provided many services over the years to assist us in reaching our goals as a department. His knowledge of our system and ability to be available as needed is invaluable to the staff and board. This contract is a not to exceed contract and is billed for services as utilized and is valid only for the 2018 fiscal year. If the services are utilized the funds come from Impact fees to pay for those said services.

Background:

Chuck and his team at Lehman and Lehman have been involved with Noblesville Parks for the past 24 years. He has done several master plans, the recreation impact fee plans, and alternative transportation plans as well as written several grants, designed several projects and consulted us professionally over several matters over the past years. His knowledge of the system and his passion for Noblesville is a tremendous asset and we appreciate having someone with such background and experience as part of our professional team.

Recommendation:

Staff recommends board make a motion to approve the contract with Lehman and Lehman as presented.



LEHMAN & LEHMAN
Transforming Horizons

February 2, 2018

Letter of Proposal/Agreement

Noblesville Parks and Recreation Board
701 Cicero Road
Noblesville, IN 46060

Attn: Brandon Bennett, Director

Reference: Professional Services in Connection with 2018 General Assistance and Consultation to Noblesville Department of Parks and Recreation.

Dear Brandon:

On behalf of *Lehman & Lehman, Inc.* (Landscape Architect) and our professional team, we are pleased to submit this Letter of Agreement for Professional Services in connection with General Assistance and Consultation in the design and planning of various project concepts, facilitating meetings and work sessions (i.e. Board/Staff retreats), and in representing the Noblesville Parks (Client) in meetings and related work sessions, etc. as deemed necessary at the request of the Noblesville Parks.

Services or Approach Provided by Lehman & Lehman, Inc.

1. Lehman & Lehman & Lehman, Inc. will provide services as directed and authorized by Client.
2. As a means of follow-up and communicating to the Client, Lehman & Lehman will prepare written reports, documentation, drawings, etc. and present verbal presentations to the Client as required.

Responsibilities of the Client

The Client will define the tasks and requested services along with anticipated time schedules for the work to be undertaken.

Professional Fee and Payment

Lehman & Lehman proposes to provide the above services on a time and expense basis not to exceed \$25,000 over the next twelve months (February 2018 to December 2018). Once a more clearly defined work scope has been established on a project basis we can submit a stand alone Agreement for that project.

The Professional Fee for Professional Services will be charged at an hourly rate plus expenses or, by using a defined work scope we can provide a lump sum fee.

Lehman & Lehman Inc.'s current Professional Hourly Service Rates are as follows:

President.....	\$140
Landscape Architect.....	\$105
Graduate Landscape Architect – Level.....	\$90
Graduate Landscape Architect – Level II.....	\$75
CAD Technician – Level I.....	\$65

CAD Technician -- Level II.....	\$55
Clerical.....	\$45
Consultant.....	\$1.1 x amount invoiced

Rates shall be adjusted annually to reflect changes in salaries.

Reimbursable Expenses:

Blueprints.....	\$ 1.50 each
Photocopies.....	\$ 0.15 each
Postage.....	x 1.2 actual expense
Telephone.....	x 1.2 actual expense
Other.....	x 1.2 actual expense

The fee structure outline above is valid for the next twelve (12) months. After that twelve-month period, it may need to be adjusted. Invoicing will occur the first week of each month for the previous month's services. Payment is due upon receipt of invoice. Interest will be charged on invoices not paid within thirty days at the rate of one and one-half percent (1-1/2%) per month.

TERM OF AGREEMENT: THIS AGREEMENT IS EFFECTIVE FOR TWELVE (12) MONTHS (FEBRUARY, 2018-DECEMBER, 2018) AND MAY BE TERMINATED BY EITHER PARTY FOLLOWING 30 DAYS NOTICE.

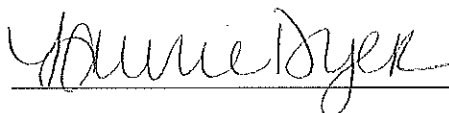
Your signature below will indicate your approval of this Letter of Agreement along with the terms and conditions stated herein. Please return one (1) signed copy to our office and retain the other copy for your records.

Respectfully Submitted,

APPROVED:
NOBLESVILLE PARKS AND RECREATION BOARD



Charles F. Lehman, ASLA, PLA, FRSA
President/CEO, Lehman & Lehman, Inc.



Date: 3/9/18

/pgg

Attachment: Lehman & Lehman, Inc.'s Standard Terms and Conditions



LEHMAN & LEHMAN

Transforming Horizons

Lehman & Lehman, Inc.'s Standard Terms and Conditions

1. **Access To Site:**
Unless otherwise stated, Landscape Architect will have access to the site for activities necessary for the performance of the services. Landscape Architect will take precautions to minimize damage due to these activities, but has not included in the fee the cost of restoration of any resulting damage.
2. **Terms and Acceptance:**
The terms of contractual Agreement are subject to and incorporate the provisions of Landscape Architect's proposal if attached. In event of any conflict, the terms of the accompanying proposal shall govern. By signing this Agreement the client acknowledges acceptance of the attached proposal and the conditions set forth in the contractual agreement.
3. **Changes In The Work:**
If the scope of work changes during the progress of the work, Landscape Architect will inform Client of such change and will submit an additional cost for such work. Upon approval by the Client of the change in scope additional cost, Landscape Architect will proceed with the added work.
4. **Invoices/Payments:**
Invoices for Landscape Architect's services shall be submitted, at Landscape Architect's option, either upon completion of such services or on a monthly basis. Invoices shall be payable within 30 days after the invoice date. If the invoice is not paid within 30 days, Landscape Architect's may, without waiving any claim or right against the Client, and without liability whatsoever to the Client, terminate the performance of the service.
5. **Late Payments:**
Accounts unpaid 30 days after the invoice date may be subject to a monthly service charge of 1.5% on the then unpaid balance. In the event any portion of an account remains unpaid 90 days after billing, the Client shall pay all costs of collection, including reasonable attorney's fees.
6. **Certifications:**
Guarantees and Warranties: Landscape Architect shall not be required to execute any document that would result in its certifying, guaranteeing or warranting the existence of conditions whose existence Landscape Architect cannot ascertain.
7. **Clientship of Documents:**
All documents produced by Landscape Architect under this agreement shall remain the property of Landscape Architect and may not be used by the Client for any other endeavor without the written consent of Landscape Architect.
8. **Limitation of Liability:**
No employee of Landscape Architect or Sub-Landscape Architect shall have liability to Client. Client agrees that, to the fullest extent permitted by law, Landscape Architect's total liability to Client for any and all injuries, claims, losses, expenses or damages whatsoever arising out of or in any way related to the Project or this Agreement from any clauses including, but not limited, to Landscape Architect's negligence, error, omission, strict liability, or breach of contract shall not exceed the total compensation received by Landscape Architect under this Agreement. If Client desires a limit of liability greater than provided above, Client and Landscape Architect shall include in the Agreement the amount of such limit and the additional compensation to be paid to Landscape Architect for assumption of risk.
9. **Indemnification:**
The Landscape Architect agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Client, its officers, directors and employees (collectively, Client) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by the Landscape Architect's negligent performance of professional services under this Agreement and that of its sub-Landscape Architects or anyone for whom the Landscape Architect is legally liable.
10. **Field Observation:**
The responsibility of Landscape Architect's field representative is to make field observations. This work does not include supervision or direction of the work of the contractor, his employees, or agents. The Contractor should be so advised. The Contractor should also be advised that neither the presence of our field representative nor the observation by our firm shall excuse him in any way for defects discovered in his work. Any review and/or monitoring of the contractor's performance by Landscape Architect does not include the Contractor's safety measures on or near the construction site. The Contractor will be solely and completely responsible for working conditions on the job site, including safety of all persons and property during performance of the work. This requirement will apply continuously and not be limited to normal working hours. Unless specifically stated in Landscape Architect's proposal. Construction review and/or monitoring is not included in the scope of work.
11. **Dispute Resolution:**
All claims, disputes and other matters in controversy between Landscape Architect and Client arising out of or in any way related to this Addendum shall be submitted to mediation before and as a condition precedent to other remedies provided by law. No other action may be filed unless and until all mediation procedures have been exhausted. In event that any action is initiated prior to exhausting the mediation procedures, any court of competent jurisdiction shall issue an order staying or dismissing such action until all mediation procedures have been complied with. If a dispute at law arises related to the services provided under this Addendum and all available mediation procedures have been exhausted as provided above, then (a) Client agrees to personal jurisdiction in the State of Indiana.
12. **Termination of Services:**
This Agreement may be terminated by the Client or Landscape Architect should the other fail to perform its obligations hereunder. In the event or termination, the Client shall pay Landscape Architect for all services rendered to the date of termination, all reimbursable expenses, and all reasonable termination expenses.

Noblesville Park Board

Wednesday, March 7, 2018

Subject: Board to consider Change orders 1 and 2 for Center Restroom at Forest Park

Applicant: N/A

Agenda Item: New Business #2

Summary: addition of footers around building to support new wall

Recommendation: Staff recommends approval of the Change Order as presented

Prepared by: Brandon Bennett, Director of Parks
Department of Parks and Recreation
City of Noblesville
Bbennett@noblesville.in.us

Park Terms and Definitions:

Summary:

This change order is to pour footings around the exterior of the building to support the new outside wall of the building. When it was excavated it was discovered that there was no footer extending out from the building and needed to be added. This change order is within the prescribed law and within the budget.

Background:

This is for the remodel of the Restroom building at Forest Park which is on track and within budget.

Recommendation:

Staff recommends the board approve the change order as presented.



February 21, 2018

Mr. Darren Peterson
Peterson Architecture
298 South 10th Street
Noblesville, IN 46060

RE: Forest Park Restroom Remodel – Pricing for COR #1 for work required by RFI #1.

Dear Mr. Peterson,

This correspondence is to provide pricing for RFI #1 which you provided two options for the solution to the field condition. This pricing is per Peterson Architecture Response to RFI #1, dated February 16, 2018.

Due to the amount of sidewalks that pour up to the Restroom Building, we feel your Option #1 is best to allow for a proper detail to connect those sidewalks. Below is a cost breakdown that will be labeled COR#1 (Change Order Request) for this work and will need to be approved so we can move forward on work at the site ASAP!

COR #1: Add poured concrete grade beam around perimeter.

Myers Construction Management, Inc.

- Delete 4" masonry block to be laid on footing..... (\$ 2,940.00)
- Add rebar as required \$ 300.00
- Labor to drill & epoxy added rebar (32 m.h. x \$35.00/m.h.).... \$ 1,120.00
- Material to form the top brick ledge..... \$ 276.00
- Labor to install form and pour (25 m.h. x \$35.00/m.h.)..... \$ 875.00
- 19 c.y. of 4000psi concrete (19 c.y. x \$95.00/c.y.)..... \$ 1,805.00

SUBTOTAL FOR WORK..... \$ 1,436.00
Perf. & Pmt. Bond Cost..... \$ 34.00
MCMI 10% Mark-Up..... \$ 147.00
TOTAL ADD FOR COR #1..... \$ 1,617.00

We will need to get the extra rebar purchased and continue our excavations around the building ASAP, so let us know if this extra work is accepted. If you have any questions or need any additional information to the above pricing, please feel free to give me a call.

Sincerely,

Don Myers
Project Manager

CC: Mr. Brandon Bennett, Noblesville Parks & Recreation

Noblesville Park Board

Wednesday, March 7, 2017

Subject: Fee agreement with TeeSnap for the golf courses

Applicant: N/A

Agenda Item: New Business # 3

Summary: Fee services agreement with TeeSnap to provide hardware, POS, Managed Marketing Services and web sites for both golf courses.

Recommendation: Staff recommends approval of the agreement with TeeSnap.

Prepared by: Brandon Bennett, CPRP, Director
Department of Parks and Recreation
City of Noblesville
bbennett@noblesville.in.us; 317-776-6350

Park Terms and Definitions:

Summary:

This agreement is for services at both golf courses including a new point of sale operating system, managed marketing services (email marketing and promotions), 4 new Ipads, and new websites for the golf operation. This will also give us the ability to capture money back to the operation that we were previously losing to Golf Now in trade times. We will also see a cost savings with credit card transactions by removing the processor and gateway that we currently use. Previously, you were presented with the concepts of this new product, and gave your unofficial approval for moving forward with this install for the 2018 golf season.

Background:

TeeSnap is a multi service product that will allow us to expand our reach of golfers. It will also allow us to take online tee times at both courses and also increase our online sales and overall revenue generation. This product is backed by Allegiant Airlines and all of the credit card services will also be through Tee Snap.

Recommendation:

Staff recommends board make a motion to approve the agreement with Tee Snap as presented.



Initials BB

Date 2-17-2018

Today's Date 2.17.18

Quote Expires 2.19.18

COURSE INFORMATION

Brandon Bennett

Course Representative

Fox Prairie and Forest Park Golf Courses

Name of Course

8465 E. 196th St.

Street Address

Noblesville IN 46060

City State Zip

COURSE TYPE (Choose one)

- Private
- Public
- Semi-Private
- F&B Only

NUMBER OF HOLES

- 9
- 27
- 18
- Other: 36

PAYMENT & PRICING (Please choose one)

Daily Payment

You agree to pay Teesnap daily installments of \$ [] for [] days starting on []. If payment cannot be deducted from remittance, the balance will carry forward to subsequent days until total payment is collected. Payment will be automatically deducted from the remittance. This agreement is valid for 1 year from the start date. 30-day written notice cancellation policy.


Monthly Payment

You agree to pay Teesnap monthly installments of \$ 3,440 for 5 months starting on 5-1-18. If the monthly installment amount is not paid in full from the 1st day's remittance, the remaining balance will be deducted on subsequent days until full balance is paid. Payment is due in full within 30 days of installation date.

Annual Payment

You agree to pay Teesnap \$ [] as a one-time annual payment via check. This payment is valid for 1-year use of Teesnap. The terms of this agreement will expire on [] at 11:59pm PST. Installation date will not be set until payment clears. No cancellation policy.

If the system has not processed at least 3 months activity prior to cancellation there is a one time \$1,000 penalty to cover installation and administrative costs. This applies to all payment options except 'Annual Payment' option.

PACKAGE & HARDWARE CONFIGURATION
Teesnap Pro III


4 iPads (included)

This agreement also includes [] additional iPad mobile stations at a cost of \$ 0 each.

Installation (2-Day Onsite included)

This agreement includes 1 additional onsite installation days at a cost of \$ 0 per day.

- Teesheet POS System
- F&B Module
- Admin Portal + Software
- Premium Reports
- Online Booking Engine
- Partner Portal (Web Teesheet)
- 10-page Custom Website + Basic Tech Support
- Email Marketing Tools
- Blog/News Website Feature
- 5+ Customer Journeys
- 1-Tier Social Media Syndication (RSS)
- SEO Optimization
- E-Commerce Web Store
- Customer Data Synch w/ Campaigns



CUSTOMER AGREEMENT

Teesnap, LLC, a Nevada limited liability company ("Teesnap") provides a system (the "System") for the booking of golf course reservations and related services, the processing of retail purchases from the pro shop and the payment and collection of fees and charges from customers. These Terms and Conditions form an agreement between you and Teesnap with respect to your use of the System.

You agree to the terms of this Agreement. You and Teesnap may be referred to throughout this Agreement individually as a "Party" and collectively as the "Parties".

SECTION 1: PURPOSE

Teesnap will provide you with access to its System, including any iPads and other equipment necessary to operate the System at your golf course (the "Golf Course"). Each Golf Course shall consist of a pro shop and one or more golf courses. Teesnap will have the right, but not the obligation, to replace iPads and other equipment as it sees fit. You will be responsible for any damage to or loss of the iPads or other equipment provided by Teesnap. You agree that this will be your exclusive reservation and retail sales system and that all golf related commercial activity will be booked through the System during the term of this Agreement.

SECTION 2: TEESNAP ACCOUNT

2.1 Your Account. Teesnap will work with you to create your account for the System, including: 1) Establish your account with Teesnap; 2) Establish your administrative environment for all related personnel and products; 3) Add your products, including their cost and retail pricing for each product and 4) Take any other steps required for the operation of the System. Your Teesnap Account will facilitate your use of the System and will allow you to receive current reservation and sales related information and other information pertaining to your relationship with us. Teesnap is not and will not be liable for any loss or damage arising from your failure to manage your Teesnap Account. If you are entering into this Agreement on behalf of your employer or another entity, you represent you have full legal authority to bind your employer or such entity to this Agreement.

SECTION 3: SYSTEM PARTICIPATION

3.1 Golf Course Offerings. To participate in the System, you must supply the content and images to describe and illustrate your Golf Course and service offerings ("Golf Course Offerings"), by completing and submitting, or authorizing an agent to complete and submit, the information to Teesnap. You are responsible and liable for all Golf Course Offerings and terms, and for Teesnap's or any purchaser's use or reliance on any of the foregoing.

3.2 Promotion of Golf Course. Teesnap shall coordinate with you to promote your Golf Course Offerings. TEESNAP DOES NOT WARRANT OR GUARANTEE THE USE OF THE TEESNAP SYSTEM WILL RESULT IN ANY PARTICULAR AMOUNT OF REVENUE OR PROFIT FOR YOU.

3.3 Responsibility for Golf Course Offerings. You represent that all services provided by the Golf Course for customers booking through the System will be consistent with prevailing industry standards for similar golf courses. You will be responsible for all customer service with respect to your Golf Course Offerings. Teesnap shall have no liability for the nature, completeness or accuracy of information provided by you about your Golf Course Offerings or the fulfillment of your Golf Course Offerings.

3.4 Processing of Sales. All sales transactions for the Golf Course will be processed through the System with Teesnap as the Merchant of Record. You agree that the System will be the exclusive system used by the Golf Course to sell its service and goods, including the reservations calendar for tee times.

3.5 License to Your Content. You hereby grant Teesnap a non-exclusive, worldwide, transferable, irrevocable (during the term of this Agreement) and sub-licensable license to use, copy, distribute, display and perform any of your content concerning your Golf Course Offerings (including any trademarks, trade names, logos or copyrighted material of yours to be included in any advertising for your Golf Course Offerings) in any and all media or formats in connection with Teesnap's fulfillment of its rights and obligations under this Agreement, including the promotion of your Golf Course Offerings.

3.6 Press Release. Teesnap may, in its sole discretion, include you in any press release regarding your Golf Course Offerings described herein or otherwise identify you as one of its golf course clients. Any press release you may want to issue which includes Teesnap must be approved by Teesnap prior to release.

3.7 Teesnap is and will remain PCI compliant for the life of the product. The annual PCI compliance certification (SAQ) is the sole responsibility of Teesnap/Allegiant. Documentation required for validation of this process or confirmation of completion will be available upon request.

SECTION 4: PAYMENT TERMS

4.1 Pricing your products. All prices for your Golf Course Offerings shall be established by you. Any price changes shall become effective as soon as practicable, but in no event sooner than once loaded into Teesnap's System.

4.2 Customer Sales/Payment Processing. Teesnap will be responsible for processing and collecting all credit and debit card payments from your customers. Your name will be displayed on the customer's statement as the sales agent. Teesnap will also track all cash transactions. The Golf Course shall be responsible for the handling and processing of all cash activity.

4.3 Payments to Golf Course. Teesnap will process all credit and debit activity for each period for each Golf Course and remit all proceeds via the automated



clearing house (or ACH) to your account within two business days after it receives the proceeds from the processor. These funds will be gross proceeds for the period or periods in question less: 1) credit card "Processing" fees of 2.60% + \$ 0 per transaction for VISA/MC/DISC/AMEX; 2) Refunds issued by the Golf Course 3) agree upon payment amounts in SECTION A: PAYMENT & PRICING of this agreement.

4.4 Sales Period. A Period will be for 24 hours beginning at 12:00 a.m. and ending at 11:59 p.m. of the same day local time where the Golf Course is located. From Friday through Sunday, Teesnap will combine the three consecutive Periods for payment of proceeds. Legal holidays will be treated similarly to weekends.

4.5 Taxes. You shall be solely responsible for the timely reporting and payment of all federal, state, county or city sales tax, excise tax, ticket or entertainment taxes, or other similar taxes in connection with the purchase and use of your Golf Course Offerings and you agree to indemnify and hold harmless Teesnap for any liability with respect to any such taxes.

4.6 Reports. Teesnap will provide a comprehensive set of reports summarizing the Golf Course's activities for: 1) Each Period; 2) All related tax reporting including state, county and local taxes and 3) any other activity designated by the Golf Course.

4.7 Chargebacks. Teesnap is solely responsible and liable for chargebacks received from cardholders and/or issuing banks processed through the Golf Courses account. It is at Teesnap's discretion whether to accept or dispute a chargeback. The Golf Course shall not be liable for chargebacks or associated fees. Teesnap and the Golf course reserve the right to revisit this clause whereby changes are made to the way credit cards are processed. It is at Teesnap's discretion whether to accept or dispute a chargeback.

SECTION 5: TERM AND TERMINATION

5.1 Term. This Agreement is effective on the date signed by both parties. This Agreement will remain in effect for a period of one (1) year unless otherwise earlier terminated as set forth below. After the end of initial year of this Agreement, this Agreement shall automatically renew from year to year thereafter until terminated by either party as provided herein.

5.2 Termination by Teesnap. Teesnap may terminate this Agreement with at least thirty (30) days advance written notice for convenience, or immediately for cause.

5.3 Termination By You. You may terminate this Agreement upon thirty (30) day written notice to Teesnap. You may also terminate this Agreement upon written notice to Teesnap if Teesnap commits a material breach of this Agreement and fails to cure such breach within thirty (30) days after receipt of written notice describing the breach.

SECTION 6: INDEMNIFICATION

6.1 By you. At your sole cost and expense, you shall defend, indemnify and hold Teesnap, its affiliated and related entities, and any of their respective officers, directors, agents and employees, harmless from any and all claims for fees, costs, sanctions, penalties, damages, losses or expenses (including but not limited to attorney's fees and costs) (collectively, "Losses") arising out of or relating to the operation of the Golf Course.

6.2 LIMITATION OF TEESNAP'S LIABILITY. TEESNAP'S SOLE AND COMPLETE LIABILITY TO YOU WITH RESPECT TO ITS SERVICES SHALL BE LIMITED TO THE AMOUNT ACTUALLY PAID TO TEESNAP PURSUANT TO THIS AGREEMENT WITHIN THE THREE (3) MONTHS PRIOR TO SUCH CLAIM. IN NO EVENT SHALL TEESNAP BE LIABLE TO YOU OR ANY OTHER THIRD PARTY FOR ANY CLAIMS RELATING TO THE USE OF YOUR GOODS AND SERVICES, INCLUDING BUT NOT LIMITED TO CLAIMS RELATING TO INJURIES, ILLNESS OR DEATH.

Support Team Introductory Call

Date (mm/dd/yy)

Time

Brandon Bennett

Michael T. Wieland

Printed Name of Course Representative

Printed Name of Teesnap Representative

X Brandon Bennett

2/17/2018

X Michael T. Wieland

2.17.19

Signature

Date (mm/dd/yyyy)

Signature

Date (mm/dd/yyyy)

Noblesville Park Board

Wednesday, March 7th, 2018

Subject: Board to consider agreement with Experience Events

Applicant: N/A

Agenda Item: New Business #4

Summary: Event support for 2018

Recommendation: Staff recommend approval for this agreement

Prepared by: Mike Hoffmeister, CPRP, Assistant Director
Department of Parks and Recreation
City of Noblesville
mhoffmeister@noblesville.in.us; 317-776-6350

Park Terms and Definitions:

Summary:

This is an agreement between the Noblesville Parks & Recreation Department and Experience Events. In order to support park staff and ensure that our staff are not burnt out and taken care of, we are requesting to contract with Experience Events for event support. These events include mostly Noblesville Cultural Arts Commission events and other non-park operated events.

Background:

Experience Events is owned and operated by a well-respected and trusted colleague and friend, Traci Broman. Traci is contracted for the NMS farmer's market, IPRA events and was utilized by us in 2017 for similar events.

Recommendation:

Staff recommend the Park Board approve this agreement.



AGREEMENT FOR SERVICES

THIS AGREEMENT FOR SERVICES (“Agreement”) is made and entered into the 2nd day of March, 2018, (“Effective Date”) by and between Experience Events, Inc., an Indiana corporation (“Experience Events”), and Noblesville Parks & Recreation (“Customer”). Experience Events and Customer are sometimes hereinafter referred to as the “Parties.”

RECITALS

WHEREAS, Customer wishes to engage the event management services of Experience Events to manage its events at Federal Hill Commons; and

WHEREAS, Experience Events desires to provide such services.

WHEREFORE, In consideration of the mutual covenants and conditions contained herein, the Parties agree as follows:

Section 1. Nature of Engagement.

Experience Events represents and warrants to Customer that Experience Events has the experience and ability to provide the services (“Services”) set forth in this Agreement; that it will perform said services in a professional, competent and timely manner; that it has the power and authority to enter into and perform the Services specified under this Agreement; and that its performance shall not infringe upon or violate the rights of any third party or violate any federal, state or municipal laws. Experience Events shall provide the following Services to Customer in accordance with the terms and conditions of this Agreement:

Section 2. Event Details

Noblesville Parks & Recreation’s Federal Hill Commons Events, herein after “Federal Hill Events” means the Customer’s rental events located at the Noblesville City Park, Federal Hill Commons.

Section 2. Responsibilities of the Parties

2.1 Experience Events Responsibilities: Experience Events shall be responsible for the following Services pursuant to the Agreement:

- a. Experience Events shall communicate directly with Noblesville Parks & Recreation staff about event needs and details prior to each event in order to best serve the renter and customer.

- b. Experience Events shall provide one (1) on-site coordinator (“Coordinator”) at each event requested (with confirmation of availability from Experience Events).
- c. The Coordinator, provided by Experience Events, will assist with the set-up of sound equipment, if needed, and ensure renter follows guidelines set out by Customer.
- d. Experience Events shall wear “Experience Events” branded attire when on-site for events as to be easily identified by rental planner & group.

2.2. Customer Responsibilities:

- a. Customer shall be responsible for securing and confirming any entertainment, performances, rental parties, etc. for Federal Hill Commons
- b. Customer shall provide & approve all renter contracts, permits, insurance, contact information, and details to Experience Events at least 2 weeks prior to event date.
- c. Customer shall provide Emergency Management Plan (EMP) including weather safety protocols, Customer organization standards, guidelines, and any other emergency management protocols deemed necessary by Experience Events.
- d. Customer shall be responsible for providing any necessary security, such as Noblesville Police Officers for traffic crossing, parking attendants, signage, barricades, etc. as deemed necessary mutually between Customer and Experience Events.
- e. Customer shall provide the supplies for a basic first aid kit, which shall be available inside Federal Hill storage.
- f. Customer agrees to pay Experience Events for all schedule events, if the event is cancelled within 24 hours due to weather or unforeseen circumstances.

Section 2. Compensation, Expenses and Charges.

As consideration for the Services provided by Experience Events for the months of June-October, the fee for the provision of the Services is \$3,000 (“Fee”).

Customer agrees to pay monthly fees depending on number of hours worked that month. Invoices will be sent at the end of each month. Payment must be received within 45 days of invoice. Unless additional hours and events are added, per addendum to agreement, total payment will not exceed \$3,000.

- (a) \$3000 Fee is based on a \$30/hour rate for 100 hours. Additional hours needed will be notified & confirmed by Customer & Experience Events.

- (b) Invoices will reflect the final number of hours worked for that specific month.
- (c) Should an event require more than one on-site coordinator, Experience Events will consult and confirm with Customer prior to event.

Customer agrees to take reasonable steps to protect Experience Events personnel, equipment, and supplies during the contracted period. In the event that injuries or damages result from insufficient protection on Customer's part, Customer will be responsible for costs and losses resulting therefrom, except to the extent that such losses, damages or injuries are reimbursed by insurance.

Customer agrees to reimburse Experience Events for reasonable out-of-pocket costs/expenses upon submission of receipts. Experience Events acknowledges and agrees that Customer shall not reimburse Experience Events for out-of-pocket costs/expenses totaling more than \$50.00 absent prior approval.

Section 3. Relationship of Parties.

The Parties acknowledge and agree that the Services provided by Experience Events, its employees, sub-contractors, or agents shall be as an independent contractor and that nothing in this Agreement shall be deemed to constitute a partnership, joint venture, agency, employee-employer, or representative relationship.

Section 4. Confidential Information.

At all times during and after the termination of this Agreement, the Parties shall treat any information concerning the other, that is discussed by either party, or furnished to either party as confidential information ("Confidential Information"). This includes but is not limited to business, financial, and other proprietary information, including but not limited to customer and client lists, vendor lists, business methods, plans and intellectual property of any kind. The Parties agree they will not misappropriate, use, disclose, reproduce, distribute or otherwise disseminate, to or for any third party, any such Confidential Information. Confidential Information does not, however, include information that (i) becomes generally available to the public other than as a result of a disclosure by the Customer; or (ii) becomes available to the Parties on a non-confidential basis from a source other than the other Party. The Parties recognize and agree that a violation of the confidentiality obligations set forth in this paragraph may be remedied through judicial or other legal proceedings, and that the penalty for such a violation may include payment of compensatory damages, punitive damages, injunctive relief and recovery of attorneys' fees.

Section 5. Intellectual Property.

(a) Unless otherwise agreed in writing by the Parties, all work product, including but not limited to ideas, techniques, documents, memoranda and other material created or developed under the scope of this Agreement by Experience Events or in the performance of the Services by Experience Events under this Agreement and all derivative works and copies thereof, and all modifications and improvements thereto (the "Work"), at all times are, and shall be considered, the exclusive property of Experience Events. Customer hereby assigns to Experience Events all

of its right, title, and interest in and to such work. Experience Events grants Customer a non-exclusive, non-transferrable license to use and distribute the Work as necessary to perform the Services. Customer shall not sublicense, assign or otherwise transfer any rights granted under this license. Upon termination of this Agreement by either Party, the license granted under this Section 5 and all of Customer's rights under this license shall immediately terminate.

(b) This Agreement does not grant either Party the right to use the other Party's trademarks, trade names or service marks, or those of any affiliate, office, owner or employee of either Party.

Section 6. Term and Termination.

(a) Term: The "Term" of this Agreement shall be from the Effective Date until October 31, 2018.

(b) Termination Without Cause. Either Experience Events or Customer may terminate this Agreement at any time without cause upon thirty (30) days written notice mailed to the other's last known address.

(c) Termination With Cause. This Agreement may be immediately terminated as of any date by either Party giving the other Party written notice if the other Party fails to observe or comply with the provisions of this Agreement.

(d) Effects of Termination. Upon termination, Customer shall pay Experience Events for any Services rendered prior to the effective date of termination including costs and/or expenses incurred. Upon termination, Customer shall promptly return any supplies, printed materials or other property that Experience Events furnishes to Customer.

(e) In the event of non-payment, Experience Events reserves the right to attempt collection through all legal and permissible means. Customer will be responsible for all court fees, legal costs, and collection costs incurred by Experience Events, including attorney's fees.

Section 7. Limitation on Liability.

Experience Events' total liability for all claims made under this Agreement shall not exceed the total of the fees paid by Customer to Experience Events under this Agreement.

Section 8. Impracticability.

Experience Events' duty to perform Services as agreed to herein shall be excused by acts of God, or any other legitimate condition beyond the control of Experience Events. If such circumstances arise, Experience Events will make all reasonable efforts to provide comparable event planning services at the agreed upon fees. In the event that Experience Events is unable to arrange or produce a substituted event planning service, Customer shall receive a refund of any fees paid to Experience Events for Services not yet rendered. Customer agrees that in all such circumstances, amounts to be paid by Experience Events shall not exceed Fees paid by Customer pursuant to this Agreement and that Experience Events shall not be liable for any indirect or consequential damages arising from any breach of this Agreement.

Section 9. Survival.

All agreements and obligations of the Parties under Sections 4, 5, and 7 of this Agreement shall survive the termination, cancellation, or expiration of this Agreement.

Section 10. Good Faith.

Experience Events and the Customer each shall perform all of their obligations under this Agreement promptly and using prudent and commercially reasonable business judgment.

Section 11. Miscellaneous.

- (a) This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Indiana without regard to its or any other state's conflict of laws doctrine.
- (b) This Agreement may not be assigned in whole or in part by either Party without the prior written consent of the other Party.
- (c) This Agreement constitutes the only agreement between the Parties. Any and all other prior agreements, whether written or oral, between the Parties are cancelled and superseded by this Agreement.
- (d) This Agreement may be amended and extended only by a writing signed by both Parties.
- (e) The waiver of the breach of any provision of this Agreement shall not operate as or be construed to be a waiver of any other breach of this Agreement.
- (f) In the event that any provision of this Agreement shall be held to be invalid by any court of competent jurisdiction, the invalidity of such provision shall not affect any other provision of this Agreement.
- (g) This Agreement may be executed in any number of counterparts, all of which together shall be considered to constitute one instrument.
- (h) The failure of either party to enforce its rights under this Agreement at any time for any period shall not be construed as a waiver of such rights.

Section 12. Indemnification.

Each party shall defend, indemnify, assume liability for and hold the other party harmless from any and all claims, demands, damages, losses, suits, proceedings, penalties, expenses or other liabilities including attorney fees and court costs, arising out of or resulting from the performance of this contract, regardless of the basis (except for gross negligence on the part of Customer or Experience Events).

[SIGNATURE LINES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, Experience Events and Customer have executed this Agreement as of the date and year first written above.

“Experience Events”
Experience Events, Inc.

By: _____

“Customer”
Noblesville Parks & Recreation.

By: *Jauriedyk*

Experience Events 2018 Proposed Schedule

Event	Date	Start	End	Hours	Act. Worked
Noblesville Arbor Day Celebration	4/28/2018	TBD	TBD		
WRCC Night of Worship	5/6/2018	3p	8p	5	
NCAC Band Concert	7/8/2018	5p	8:30p	3.5	
NCAC Band Concert	7/15/2018	5p	8:30p	3.5	
NCAC Band Concert	7/22/2018	5p	8:30p	3.5	
Shakespeare Tech Rehearsal	7/23/2018	7p	11p	4	
Shakespeare Tech Rehearsal	7/24/2018	6:30p	11p	4.5	
Shakespeare Tech Rehearsal	7/25/2018	6:30p	11p	1.5	
Shakespeare Performance	7/26/2018	6:30p	11p	1.5	
Shakespeare Performance (back2school)	7/27/2018	8p	12a	4	
Shakespeare Performance	7/28/2018	6:30p	11p	4.5	
NCAC Band Concert	7/26/2018	5p	8:30p	3.5	
Shakespeare Performance	8/2/2018	6:30p	11p	4.5	
Shakespeare Performance	8/3/2018	6:30p	11p	4.5	
Shakespeare Performance	8/4/2018	6:30p	11p	4.5	
NCAC Band Concert	8/5/2018	5p	8:30p	3.5	
National Night Out	8/7/2018	5p	9p	4	
NCAC Band Concert	8/12/2018	5p	8:30p	3.5	
NCAC Band Concert	8/19/2018	5p	8:30p	3.5	
Rotary BrewBQ	8/25/2018	2p	10p	8	
Pappas Wedding	9/1/2018	2:30p	11p	8.5	
TOTAL				83.5	0

Noblesville Park Board

Wednesday, March 7th, 2018

Subject: Noblesville Cultural Arts Commission Requesting Extension

Applicant: N/A

Agenda Item: New Business #5

Summary: Park hour and event extension

Recommendation: Staff recommend approval for this agreement

Prepared by: Mike Hoffmeister, CPRP, Assistant Director
Department of Parks and Recreation
City of Noblesville
mhoffmeister@noblesville.in.us; 317-776-6350

Park Terms and Definitions:

Summary:

This is a formal request letter from the Noblesville Cultural Arts Commission to stay at Federal Hill Commons past the 11:00 p.m. park closure time that was adopted in City Ordinance. On July 27th, 2018 the Back 2 School bash will be taking place at Federal Hill Commons. Because of this event, NCAC must start their Shakespeare in the Park performance later than expected (8:45-9:00p) requiring them to stay in the park past 11:00 p.m.

Background:

The Noblesville Cultural Arts Commission is a not-for-profit group that provides cultural and theatrical events for the community. The Parks Department and NCAC have worked closely together in the last year to ensure a smooth transition was had with the move to FHC. NCAC continues to be a good partner.

Recommendation:

Staff recommend the Park Board approve this request.



To the Noblesville Park Board:

The Noblesville Cultural Arts Commission would like to request an extension of park hours at Federal Hill Commons on July 27th, 2018. That evening, the annual production of Shakespeare in the Park will be sharing the facility with the Noblesville School's Back to School Bash.

We are looking forward to this cooperative venture. However, there is some uncertainty about the logistics. The Back to School Bash will end at 8:00 PM and curtain time for the Shakespeare production is at 8:30 PM. The process of clearing the park after the school event may force the production to begin slightly later.

Therefore, we asking that the park and the Green Room remain open for an extra hour, closing at 12:00 AM rather than 11:00 PM. This will make sure that the actors have enough time to change out of costume and makeup, and leave time for the set to be removed from the stage. If the production is able to start at its regular hour, then the park will be cleared as normal. But, some flexibility needs to be built into the schedule.

We are excited to be performing in this wonderful venue for the second year, an event which will be our 26th annual production. Last year, the show brought 1,600 people to the park. We are hoping that collaborating with other Noblesville entities, such as the schools, will increase that number. We are grateful to the Noblesville Parks Department and the Park Board for helping to continue this great tradition.

Sincerely,

Joni Corbett, NCAC President

David Heighway, NCAC Secretary