



Noblesville Park Board Meeting
Wednesday, May 2nd, 2018
The Green Room
6:00 p.m.

Noblesville Parks & Recreation Board Agenda

Call to Order
Approval of Agenda
Approval of Minutes of April 9, 2018 Board Meeting

Financial

1. Approval of Claims – April 10, 24, May 15, 29
2. Transfers and Appropriations

Reports

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

Old Business

New Business

1. Board to consider contract with Sipes and change orders #1 and #2 for work at Forest Park
2. Board to consider proposal with Lehman and Lehman
3. Board to consider Third Party Marketing Policy
4. Board to consider Privacy Policy
5. Board to consider 2018 Staffing Change Proposal
6. Board to consider MOU with Attic Theater for the Recreation Annex Auditorium
7. Board to consider contract with Stage Tech for work at Federal Hill Commons
8. Board to consider contracts with American Off Road Music Festival
9. Board to consider agreement with Indy Trolley for events at Federal Hill Commons.
10. Board to consider lease with farmer for land at Finch Creek Park for 2018 farming season

Next Meeting June 6, 2018, The Green Room @ Federal Hill Commons, 6pm.

Upcoming Events

May 4:	Wine Down and Art at FHC
May 5:	Salsa for Salsa at FHC Farmer's Market Starts at FHC
May 6:	WRCC Night of Worship at FHC
May 11:	Food Truck Friday at FHC
May 12:	Kiwanis Kids Fun Run at Dillon Park Relay For Life at Forest Park Prevail Chalk-athon at FHC
May 19	Concert at the Commons – Rod Tuffcurls and the Benchpress
May 25:	Food Truck Friday
May 31:	Summer Concert Series at Dillon Park – Big 80's Band
June 1:	Bed Race
June 2:	Concert at the Commons – 16 Candles



Noblesville Parks and Recreation Board Minutes April 9, 2018

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

OTHERS PRESENT: Brandon Bennett, Director; Abigail Hash, Board Secretary; Mike Howard; Steve Unger.

CALL TO ORDER: Meeting was called to order by Mr. Steve Rogers at 6:00pm.

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

APPROVAL OF MINUTES of March 7, 2018 Board Meetings. Mr. Rogers asked for the approval of March 7, 2018 minutes. Mr. Rogers moved to approve the minutes for the March 7, 2018 Board meeting as presented and Mr. Thurston seconded this motion. No further discussion was held and the motion passed unanimously.

FINANCIAL:

1. **Approval of Claims for None**
2. **Transfers and Appropriations: None**

REPORTS

Recreation Report

- None

Director of Golf Report

- None

Assistant Director Report

None

OLD BUSINESS

1. Brief description of financing of Finch Creek Project.
2. Second public hearing concerning determination to issue bonds.
3. Public comments.
 - a. Mr. Steve Rogers opened the public hearing to take testimony
4. Close public hearing.
 - a. Mr. Steve Rogers closed public hearing with no testimony.
5. Public hearing on Confirmatory Resolution PB-04-09-18-A, Approving the Construction of Finch Creek Park Project and Proposed Financing.

- a. Mr. Thurston moved to approve as provided, Mr. Noel second motion, motion passed unanimously.
6. Public comments.
 - a. Mr. Steve Rogers opened the public hearing to take testimony.
7. Close public hearing.
 - a. Mr. Steve Rogers closed public hearing with no testimony.
8. Consideration of Resolution PB-04-09-18-B, Confirming Resolution 03-28-18-B, Approving the Construction of Finch Creek Park Project.
 - a. Thurston moved to approve as provided, Mr. Noel second, motion passed unanimously
9. Public Hearing on Resolution 04-09-18-B, A Resolution Approving Appropriation the Proceeds of Park District Bonds
10. Public comments.
 - a. Mr. Steve Rogers opened the public hearing to take testimony.
11. Close public hearing.
 - a. Mr. Steve Rogers closed public hearing with no testimony.
12. Consideration of Resolution 04-09-18-C, A Resolution Appropriating Proceeds of Bonds.
13. Board to consider final Bond Resolution 04-09-18-C
 - a. Thurston moves to approve as provided, Mr. Noel second, motion passed unanimously.

NEW BUSINESS


- a. None

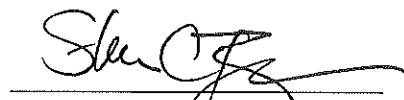
REVIEW OF UPCOMING EVENTS

With no other business to discuss, Mr. Johnson made a motion to adjourn and Mr. Noel seconded this motion. Mr. Rogers adjourned the meeting at 6:17 PM.

Respectfully Submitted

Approved


Abigail P. Hash, Secretary


Steve Rogers, President

Next meeting: Wednesday, May 2, 2018, 6PM Green Room @ Federal Hill Commons

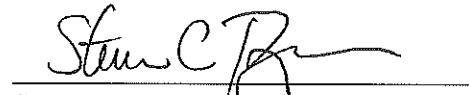
**Noblesville Parks and Recreation Board
Minutes of April 9, 2018 Executive Session**

The Noblesville Parks and Recreation Board conducted an executive session on April 9, 2018 at 6:30 p.m. at the Noblesville City Hall, 16 S. 10th Street, Noblesville, IN 46060. Pursuant to I.C. § 5-14-1.5-6.1(d), the only subject matter discussed was strategy with respect to the initiation of litigation or litigation that is either pending or has been threatened specifically in writing under I.C. § 5-14-1.5-6.1(b)(2)(B). No final action was taken.

Respectfully Submitted

Approved


Abigail R. Hash, Secretary


Steve Rogers, President

Move that the Bd grant its approval of authorization, to the extent necessary, to take any other necessary, incl legal action, to effectuate the removal.



NOBLESVILLE PARKS AND RECREATION REPORT APRIL 2018

Enrollment: 163 enrolled in April programs, which is 7 more than last month and 84 less than last year in April. There were 25 classes offered, 23 classes ran. Miller Explorers had zero classes run this month. Last year two safe sitter classes were reflected in the April minutes. We had better weather for the start of our outdoor sports which are shy about 10 participants for each sport this month from April of last year. We also do not have Pampered Chef Classes that did well once and never took off as a monthly re-accruing program.

As of April 24, Oasis a 50's and better programing for lifelong learning will be working with Noblesville Parks and Recreation for classes starting this fall. We have reached out to a fitness Pound instructor and have new plans set for Miller Explorers this fall. We see the programing numbers increasing within the next few months.

<u>Recreation Annex Rentals</u>		<u>(July 1, 2017 – Present)</u>		<u>Reserved</u>
Atrium/Auditorium	\$9,335.00	60%	=	\$5,601.00
Auditorium Staffing	\$757.50	0%		\$757.50
Gyms	\$20,000	50%	=	\$10,000
Gyms	\$44,017.50	80%	=	\$35,214.00
Gross	\$74,110	Parks		\$51,573.50 Parks Net

<u>POS Pickleball</u>		<u>(September to Present)</u>
Sports Drop-In		\$5,514.00
Sports Passes		\$4,400.00
Fitness Drop-In		\$1,010.00 (all Teri)
Fitness Passes		<u>\$400.00</u>
		\$11,374.00

<u>NobleKids Camp</u>	<u>Enrollments</u>
Dillon NobleKids	144
Forest NobleKids	96
Preschool	52

Auditorium

Carmel Community Players	Ragtime the Musical	April 14-29
Primrose	Graduation	May 23
Eman	Graduation	May 25
Excel	Graduation	June 14
En-Pointe	Dance Recital	June 23
Children's Theater	Stone Soup	July 17-22
IndyPass	Conference	August 10-11
ISTA	Conference	October 19-20
Attic Theater	Performance	Nov 8-17
Carmel Community Players	Performance	Nov 23-Dec 8

Rec2Go

April 12	Expo	Taste of Noblesville
April 19	Expo	Ivy Tech Community College
April 24	Rec2Go	Pin Wheels at Boys and Girls Club
May 4	Expo	4-H Fair Grounds
May 12	Expo	Chalk it up (Prevail) at FHC

May 29	Rec2Go	Noble Crossing Field Day
June 11-13	Nature2Go	Bridgewater Primrose
June 26-28	Rec2Go	Bridgewater Primrose
Mon/Wed	Rec2Go	Miller Explorers Kids Camp (7 weeks)
Tues/Thurs	Rec2Go	Seminary/South Side (7 weeks)
July 27 th	Rec2Go	Back to School Bash
July 28 th	Rec2Go	Hamilton County Block Party
August 7-9	Nature2Go	Noblesville Primrose

Park Program Participation Numbers

Program	Days/Date	Time	Location	Enrollment	
Adult					
Social Dance	Mondays	6:30-9:15pm	Inn-Main	25	-5
Pickleball How To	Saturday	2-3:30	Annex	12	Full
Pickleball Intermediate	Saturday	3:30-5:00	Annex	12	Full
Nature Photography					New
Pickleball Tournament	Friday	9am-12noon	Annex	22	
Fitness					
Yoga	Mon-Thurs	Various	Lodge	11	-2
Pilates	Mon & Wed	Am-PM	Inn	8	+1
Boot Camp	Mon & Wed	6:30-7:30pm	NWMS	7	-1
Zumba	Wed	6:00p	Inn	3	New
Youth Programs					
Breaking Dancing	Monday	5:30-6:25	Annex	0	0
Tumbling	Tuesdays	5:30-6:15pm	Lodge	10	Full
Karate	Tuesday	6:00-6:45p	Inn	2	-1
Lego League	Mon or Wed	6:00pm-7:00pm	Lodge	0	0
Parent Night Out	Friday	6:00pm-9:00pm	Lodge	6	-4
Nature Kids	Friday	6:00-8:00p	Lodge	Cancelled	
Safe Sitter	Saturday	9:00am-3:00pm	Lodge	16	+3
Little's	Wednesday	6-7:30p	Lodge	0	Cancelled
Soccer	Thursday	5:30-6:30p	Dillon	10	+5
T-Birds	Monday	5:30-6:30p	Dillon	19	+19
Miller Explorer					
Lego League				0	-1
Messy Discovery				0	-2
Express Yourself				0	-2
Breakdancing				0	-6
			Total	163	

Nichole Haberlin, Recreation Director

Noblesville Park Board

Wednesday, May 2, 2018

Subject: Board to consider contract with Sipes for work at Forest Park

Applicant: N/A

Agenda Item: New Business #1

Summary: Contract with Sipes for crack-fill and seal coat at Forest Park

Recommendation: Staff recommends awarding the contract to Sipes

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:

Crack-fill and seal-coating work is necessary at Forest Park to upgrade the roads and parking lots. In front of you is a contract with Sipes to complete that work as well as Change Order #1 and Change Order #2.

Background:

Contract: This project was a budgeted item in 2017. Because of the time delays and scheduling with Sipes, we were unable to complete the work in 2017. We received permission to complete the work in 2018 with 2017 encumbered budget money. This contract with signed off by Parks Administration staff and work began in April of 2018.

Change Order #1: When originally quoted in 2017, it included work to be done around the Forest Park Maintenance yard and barn. The roads are in far too bad shape for Sipes to complete any crack-filling or seal-coating. This area of the park must be milled and completely repaved. This work order shows a credit of \$2,387.00 to the originally contracted amount for that adjustment.

Change Order #2: When originally quoted in 2017, it did not include any pot hole patching work to be done. Because of change order #1 and having some funds freed up, it allowed us to adjust funds (and save some money) so that pot holes in Forest Park can be completed. This change order shows an adjustment of \$1,400.00 being added back into the contract. This still saved us \$987.00 overall.

Recommendation:

Staff recommends board approve the contract with Sipes.



April 19th, 2018

Customer: City of Noblesville
 Address: 701 Cicero Rd
Noblesville, IN

Contact: Mike Hoffmeister
 Contact #: 317.900.9663
 Project: Forest Park

Please find below a summary of our recommendations. These are our suggestions for your specific project based on our site visit. Please review the additional pages as we may have included options for some of these services should you have a different request or budget concern. They also contain specific notes and quantities.

Summary of Services

Recommendation	Price
HMA Pothole Filling	\$ 1,400.00

Total Price Based on Recommended Services: \$ 1,400.00

We appreciate your interest in Sipes Asphalt Solutions. Please contact us to review any needed information or with any questions. We look forward to making you another one of our valued customers for all your maintenance needs.

Sipes Asphalt Solutions
 317-506-6400 Phone
 888.759.8746 Fax
Sales@sipesasphaltsolutions.com
 2352 E. Northgate St, Indianapolis, IN 46220



Project: Forest Park
Project Address: 701 Cicero Rd
Noblesville, IN

Hot Mix Asphalt-Pothole Filling

A. Preparation

Using compressed air, clean all potholes and remove debris from site. Apply tackcoat to walls of pothole.

B. Asphalt Installation

Install INDOT approved 9.5 mm hot mix asphalt and mechanically compact. Ensure even transition to existing asphalt surface.

C. Exemptions

Asphalt work will not be done during times of inclement weather, to be determined by the contractor. Contractor is not responsible for damage to the product when complete, but will work with the customer to repair any damage at little to no cost.

D. Special Notes

This is bid for 1 mobilization.

E. Quantities and Price

Total tons of HMA installation: 2 Tons
Total price for work: \$ 1,400

Customer: City of Noblesville
Address: 701 Cicero Rd
Noblesville, IN

This proposal is good for 30 days. Due to unstability of material prices, we are unable to guarantee any prices beyond this time.

All parties accepting this proposal hereby agree to pay 100% of the contract and any agreed changes within 30 days of project completion unless other terms are contracted. 1 ½% per month (18% annual) service charge added to any unpaid past due balance after 30 days from date of invoice.

Quote does not include location of private utilities and irrigation lines. This is the responsibility of the customer and can be done at no cost using a utility locating provider.

Customer agrees to carry all applicable property, liability and other insurance for work performed. Sipes Asphalt Solutions shall carry applicable liability and workers compensation coverage.

The parking lot survey is based solely on a visual review. Sipes Asphalt Solutions is not liable for unknown, differing or unforeseen conditions discovered. It is recommended that the Owner engage with a geotechnical engineer for further investigation before work begins.

Pavement designs with less than 1% fall in grade will not have a 100% drainage guarantee.

All parties accepting this proposal will incur all legal fees paid by Sipes Asphalt Solutions for attempt to claim unsettled debts.

Sipes Asphalt Solutions will not be responsible for the following conditions: permits, bonds, engineering, layout, staking, allowances, testing, saw cutting, private utilities, landscape repairs, excavation, contaminated soils, subgrade prep/remediation, proof rolls, herbicide, prime coat, stone or asphalt under curb, casting adjustments, raised pavement markers and/or traffic control, unless otherwise stated in the contract.

Sipes Asphalt Solutions warranties all work as deemed necessary by the company unless a prior agreement is made with purchasing customer.

Please sign and complete the section below to signify acceptance of this contract.

Name: _____

Brandon Bennett

Signature: _____

Brandon Bennett

Contract Total: _____

\$ 1400.00

Please Total Your Chosen Services Here



April 19th, 2018

Customer: City of Noblesville
Address: 701 Cicero Rd
Noblesville, IN

Contact: Mike Hoffmeister
Contact #: 317.900.9663
Project: Forest Park

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<u>Summary of Services</u>		
Recommendation		Credit
Sealcoating-Spray/Spray Application	\$	2,387.00

Total Credit: \$ **2,387.00**

We appreciate your interest in Sipes Asphalt Solutions. Please contact us to review any needed information or with any questions. We look forward to making you another one of our valued customers for all your maintenance needs.

Sipes Asphalt Solutions
317-506-6400 Phone
888.759.8746 Fax
Sales@sipesasphaltsolutions.com
2352 E. Northgate St, Indianapolis, IN 46220



Project: Forest Park
 Project Address: 701 Cicero Rd
Noblesville, IN

Sealcoat-2 Coat Spray Application - REMOVE FROM SCOPE - MAINTENANCE BUILDING

A. Surface Preparation

Clean entire surface of parking lot using mechanical blowers and brooms. Pretreat any oil spots with specialized cleaner. All debris will be collected and properly disposed of.

B. Sealcoating

Apply material to all edges of asphalt and around any obstruction. Apply 2 coats Sealmaster Commercial Grade Sealer by spray method. This product contains 3 pounds of silica sand per liquid gallon to promote adhesion and provide traction. Additive which promotes fast drying times and proper sand suspension in the product is blended at 2% into the sealcoat. Water is maintained at 30% per manufacturers recommendations.

Total gallons to be used: 760

C. Exemptions

Sealcoat will not be applied during times of inclement weather, to be determined by the contractor. Sealcoat will not adhere to areas with substantial grease/oil deterioration, severe water penetration/standing water, or where salt/detergents have been used or stored. Contractor is not responsible for damage to the product when complete, but will work with the customer to repair any damage at little to no cost.

D. Special Notes

E. Quantities and Price

Total square footage to be sealcoated:	<u>34,904</u>
Price per square foot:	<u>\$ 0.07</u>
Total price for sealcoating:	<u>\$ 2,387</u>

Number of mobilizations included in contract: _____
 Price per additional mobilization: _____

Customer: City of Noblesville
Address: 701 Cicero Rd
Noblesville, IN

This proposal is good for 30 days. Due to instability of material prices, we are unable to guarantee any prices beyond this time.

All parties accepting this proposal hereby agree to pay 100% of the contract and any agreed changes within 30 days of project completion unless other terms are contracted. 1 ½% per month (18% annual) service charge added to any unpaid past due balance after 30 days from date of invoice.

Quote does not include location of private utilities and irrigation lines. This is the responsibility of the customer and can be done at no cost using a utility locating provider.

Customer agrees to carry all applicable property, liability and other insurance for work performed. Sipes Asphalt Solutions shall carry applicable liability and workers compensation coverage.

The parking lot survey is based solely on a visual review. Sipes Asphalt Solutions is not liable for unknown, differing or unforeseen conditions discovered. It is recommended that the Owner engage with a geotechnical engineer for further investigation before work begins.

Pavement designs with less than 1% fall in grade will not have a 100% drainage guarantee.

All parties accepting this proposal will incur all legal fees paid by Sipes Asphalt Solutions for attempt to claim unsettled debts.

Sipes Asphalt Solutions will not be responsible for the following conditions: permits, bonds, engineering, layout, staking, allowances, testing, saw cutting, private utilities, landscape repairs, excavation, contaminated soils, subgrade prep/remediation, proof rolls, herbicide, prime coat, stone or asphalt under curb, casting adjustments, raised pavement markers and/or traffic control, unless otherwise stated in the contract.

Sipes Asphalt Solutions warrants all work as deemed necessary by the company unless a prior agreement is made with purchasing customer.

Please sign and complete the section below to signify acceptance of this contract.

Name: Brandon Bennett

Signature: Brandon Bennett

Contract Total: 2387.00 Credit.

Please Total Your Chosen Services Here



November 8th, 2017

Customer: City of Noblesville
 Address: 701 Cicero Rd
Noblesville, IN

Contact: Mike Hoffmeister
 Contact #: 317.900.9663
 Project: Forest Park

Please find below a summary of our recommendations. These are our suggestions for your specific project based on our site visit. Please review the additional pages as we may have included options for some of these services should you have a different request or budget concern. They also contain specific notes and quantities.

Summary of Services

Recommendation	Price
Sealcoating-Spray/Spray Application - Parking Lots	\$ 19,625.00
Sealcoating-Squeegee/Spray Application - Roads	\$ 17,968.00
Cracksealing-All Cracks 1/4" & Wider	\$ 11,520.00
Lot Marking-Restripe After Sealcoat - Parking Lots	\$ 4,050.00

Total Price Based on Recommended Services: \$ 53,163.00

We appreciate your interest in Sipes Asphalt Solutions. Please contact us to review any needed information or with any questions. We look forward to making you another one of our valued customers for all your maintenance needs.

Sipes Asphalt Solutions
 317-506-6400 Phone
 888.759.8746 Fax
Sales@sipesasphaltsolutions.com
 2352 E. Northgate St, Indianapolis, IN 46220

Customer: City of Noblesville
Address: 701 Cicero Rd
Noblesville, IN

This proposal is good for 30 days. Due to instability of material prices, we are unable to guarantee any prices beyond this time.

All parties accepting this proposal hereby agree to pay 100% of the contract and any agreed changes within 30 days of project completion unless other terms are contracted. 1 ½% per month (18% annual) service charge added to any unpaid past due balance after 30 days from date of invoice.

Quote does not include location of private utilities and irrigation lines. This is the responsibility of the customer and can be done at no cost using a utility locating provider.

Customer agrees to carry all applicable property, liability and other insurance for work performed. Sipes Asphalt Solutions shall carry applicable liability and workers compensation coverage.

The parking lot survey is based solely on a visual review. Sipes Asphalt Solutions is not liable for unknown, differing or unforeseen conditions discovered. It is recommended that the Owner engage with a geotechnical engineer for further investigation before work begins.

Pavement designs with less than 1% fall in grade will not have a 100% drainage guarantee.

All parties accepting this proposal will incur all legal fees paid by Sipes Asphalt Solutions for attempt to claim unsettled debts.

Sipes Asphalt Solutions will not be responsible for the following conditions: permits, bonds, engineering, layout, staking, allowances, testing, saw cutting, private utilities, landscape repairs, excavation, contaminated soils, subgrade prep/remediation, proof rolls, herbicide, prime coat, stone or asphalt under curb, casting adjustments, raised pavement markers and/or traffic control, unless otherwise stated in the contract.

Sipes Asphalt Solutions warrants all work as deemed necessary by the company unless a prior agreement is made with purchasing customer.

Please sign and complete the section below to signify acceptance of this contract.

Name: _____

Signature: _____

Contract Total: _____

Please Total Your Chosen Services Here

Noblesville Park Board

Wednesday, May 2, 2018

Subject: Board to consider proposal with Lehman and Lehman

Applicant: N/A

Agenda Item: New Business #2

Summary: Proposal for short-term planning with Chuck Lehman.

Recommendation: Staff recommends approving the proposal with Lehman and Lehman

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:

... agreement with Lehman and Lehman is proposed for short-term, 1-2 year planning prior to the scheduled 5-year Master Plan, Impact Fee and Alternative Transportation Plans are due to be updated.

Background:

This proposal with Lehman and Lehman includes work to be done with the short term in mind. Staff reached out to Chuck Lehman with the need for assistance in a few primary areas, which are all included in this proposal:

1. Create a short-term deliverable with a plan for small projects, renovations, updates, etc.
2. Explore the potential for the expansion of arts within the Parks Department.
3. Maintenance and Management strategies
4. Defining the community's role with the Parks Department.
5. Succession planning
6. Studying the staffing plan and discussing staff positions, roles, consolidation and growth

Services include meetings with stakeholders and staff, evaluating programs and services offered and studying what Noblesville Parks was YESTERDAY, what they are TODAY and what we can become TOMORROW. Staff propose to have this paid for from Impact Fees.

Recommendation:

Staff recommends board approving the proposal provided by Lehman and Lehman.

5. Studying the effectiveness of Department Staff's positions, consolidation strategies and expansion
6. Succession Planning...
 - a. Applying growth and succession / retirement strategies of key staff positions
 - b. Strategies of staff training and leadership development
7. It is anticipated that other considerations, and agenda, will be added to the planning strategies during the course of this study.

Professional Services

The Landscape Architect proposes to provide the follow professional services and approach in conducting the strategies and planning for this project.

1. The Client will provide the Landscape Architect with information and resources that will aid in the study and discussions. This information will include, but not limited to, the following items:
 - a. Current organization structure of the Department
 - i. Narrative of the roles and responsibilities of the Department's Divisions
 - b. Staff position descriptions and the background, employment tenure, etc. of the current staff
 - c. Departmental Budgets for the last five years broken down into divisions
 - d. Current makeup of the members of the Noblesville Park Foundation
 - e. Listing and description, capacities, locations of rental facilities
 - f. Programs and Services offered by the Parks Department along with those that are done in conjunction with others
 - i. If available, share the participation of the various programs and services
 - ii. List all of the key partners to the Park Department
 - iii. List of new programs and services being considered by the Park Department
 - g. Listing of the areas and responsibilities that are served by the Maintenance Division
2. The Planning Approach:
 - a. **One-Day Retreat Work Session** – The Landscape Architect, along with the Park Administration, will prepare an agenda and work scope for a one-day work session with the Park Staff. The interactions and activities of the day would include:
 - i. **Noblesville Parks YESTERDAY** – Provide a reflection of the growth and development Noblesville Park has experienced 50, 20, 10, and 5 years ago. This session could include staff members, park board and other invited guests.
 - ii. **Noblesville Parks TODAY** – Share observations of Noblesville Parks today... the successes, the challenges and the opportunities. This step would include a Strengths, Weaknesses, Opportunities and Threats (SWOT) analysis for the Department, each park facility, each division and the administration. This session would include staff and park board members.
 - iii. **Noblesville Parks TOMORROW** – This portion of discussion will allow for dreaming of tomorrow's potential and possibilities. Encouragement of thinking outside the box in the future visioning for Noblesville Parks. This session would include staff and park board members.

- b. **Interviews with Partners and Stakeholders**– The Landscape Architect will interview up to ten (10) key partners and stakeholders that carry insights, influence and collaboration potential with Noblesville Parks. These interviews will cover about 30-45 minutes of discussion related to the relationship and engagement of Noblesville Parks with the community. This input will be documented for application into the strategies of the Department.
- c. **Interviews with Park Staff** – The Landscape Architect will interview up to ten (10) staff members of Noblesville Parks. These interviews will cover about 30-45 minutes of discussion related to the individual's goals, growth aspirations, insights and contributions of Noblesville Parks with the community. This input will be documented for application into the strategies of the Department.
- d. **Reporting of Findings and Feedback** – Following these team and community meetings and work sessions, the Landscape Architect will document the feedback and develop initial findings that will be reported back to the Client for further discussions and formation of the various strategies.
- e. **Event Survey Assistance** – Based on the findings of this study's progress the Landscape Architect will work with the Noblesville Parks staff in the development of a "flash marketing" event survey that can be used during this spring and summer for further community engagement. This event survey will assist the Park Department in gathering community feedback and numbers of participation that will be useful in projections and reporting feedback to the City and boards.
- f. **Documentation of Study's Recommendation** –The Landscape Architect will formulate Strategies and Actions of the identified study areas that should be considered for the next phases of study and planning. This documentation will be part of the deliverables that will include the following components:
 - i. Acknowledgement of the Study's purpose and function along with the persons that participated.
 - ii. Study Areas narratives of the current situation and the strategy that should be considered along with the required actions to best implement the strategy.
 - iii. Short-Term (3-6 months) actions and goals / objectives.
 - iv. Suggestions for flash marketing event surveys and various modes of gathering feedback.
 - v. Suggested further areas of study of the strategies, implementation and funding that will be part of the Department's Five-Year Plan.

Assumptions: Based on our conversations we, understand the following clarifications:

1. The Client will provide the Landscape Architect with information on the following in preparation of the planning work sessions as noted above.
 - a. Besides the Noblesville Park Board no other agency approval and related processing has been included in the base services but could be done as Additional Services.
2. It is anticipated that our participation in site meetings will include one (1) during the retreat / work sessions / interviews, one (1) in presenting the initial findings with the Client and one (1) in presenting the final summary/recommendations to the Client. No additional meetings have been valued in this Agreement. Additional meetings / site visits may be on a time and expense basis.
3. The Project Schedule is noted as: May – July 2018 – Strategic Planning Phase

Professional Fees

Based on our understanding of the Project, its work scope and planning approach for the Pre-Planning Phase, we would see our fees and expenses on a not-to-exceed basis as follows:

Pre-Planning Strategic Plan Phase – Prep., Retreat and Work Sessions.....	\$ 4,500
Interviews with Stakeholders and Park Staff.....	\$ 5,500
Documentation and Presentation of the Findings and Recommendation	\$ 6,000
TOTALS	\$ 16,000
Anticipated Expenses.....	\$ 1,000

Approvals

Your signature below will indicate your approval of this *Letter of Proposal* 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. An AIA STANDARD FORM OF AGREEMENT may be prepared in accordance with the above work scope. Your acceptance will serve as our notice to proceed. We appreciate this opportunity to be of service to you and look forward in continuing our relationship with the Noblesville Parks Department and the Noblesville Park Board as your partner in this project. We value you as a client and will strive, with you, to meet your goals. If this Letter of Agreement properly sets forth the scope of the planning and design services, please countersign below so we can begin work on your project.

Thank you for the opportunity to submit this proposal. We look forward to working with you. If you have any questions please do not hesitate to contact us.

APPROVED:



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

Noblesville Park Board

Date: _____

cc: Michael Bultinck

/pgg

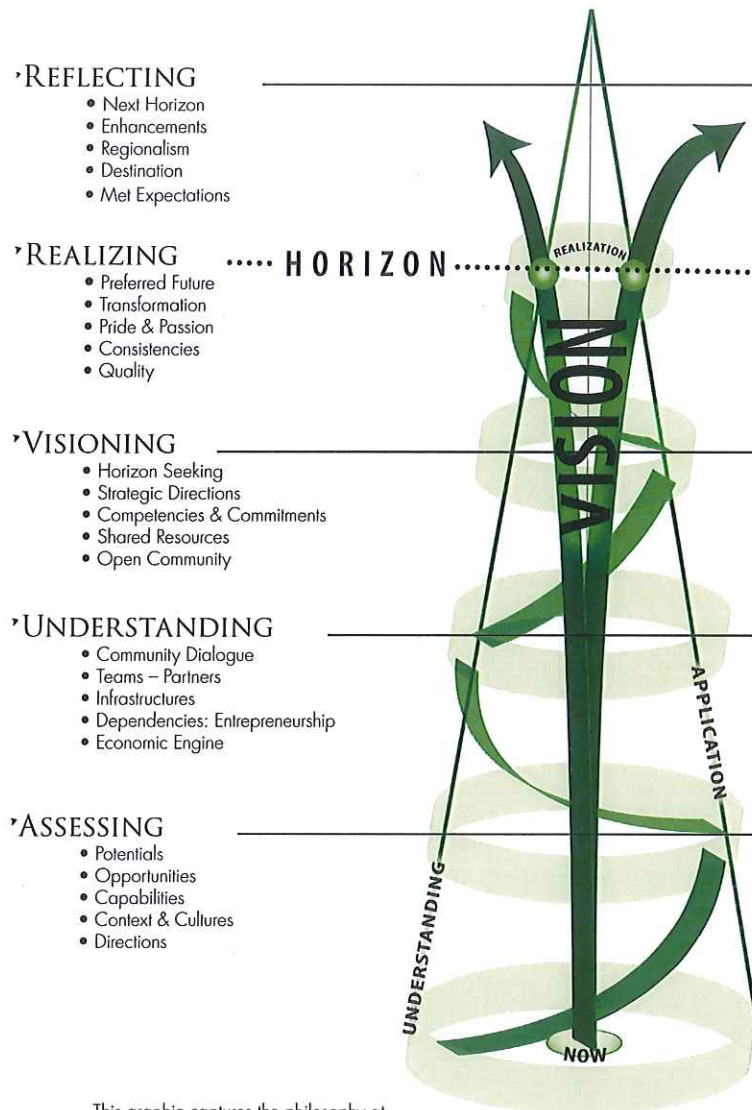
Appendix

The following pages include:

- Envisionment Model of Lehman & Lehman, Inc.
- Lehman & Lehman, Inc.'s Standard Terms and Conditions
- Link to our Firm's Web site: www.lehmanandlehman.com

Appendix – Envisionment Model® Copyright © 2018 Lehman & Lehman, Inc.

ENVISIONMENT



This graphic captures the philosophy at Lehman & Lehman. We take our clients from understanding, through application, to realization, in a process that turns vision into reality.



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. **Ownership 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 of 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, May 2, 2018

Subject: Board to consider Third Party Marketing Policy

Applicant: N/A

Agenda Item: New Business #3

Summary: Drafted Third Party Marketing Policy

Recommendation: **Staff recommends approving Third Party Marketing Policy**

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 policy that defines when and how Noblesville Parks & Recreation markets third party events happening on City park property.

Background:

There are a number of third party events that happen within City of Noblesville Parks. Staff often times get asked to assist with marketing those events via social media, websites, flyers, etc. This policy states that there must be direct benefit for Noblesville Parks for any marketing support to be done. Additionally, the organization and/or the event must have similar goals or initiatives that Noblesville Parks has prioritized.

Recommendation:

Staff recommends board approving the Third Part Marketing Policy.



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

Policy for Marketing of Third Party Rentals

Updated April 10, 2018

The purpose of this policy is to define what third party events Noblesville Parks & Recreation is allowed to market. Request come in regularly to assist in marketing of said events and this policy will define what type of event and how said event is to be marketed.

In order for a third party event to receive marketing support from Noblesville Parks & Recreation, the event and host organization must:

1. Host their event within a Noblesville park.
2. Fit within the mission and vision of the Noblesville Parks & Recreation Department.
3. Provide a direct benefit to the Noblesville Parks & Recreation Department.
4. Have a formal agreement completed and signed with the Noblesville Parks & Recreation Department which could include a special event permit, Federal Hill Commons Facility License Agreement or Memorandum of Understanding.
5. Within said agreement, must support Noblesville Parks & Recreation financially through shared ticket sales (percentage of flat rate), through trade or through another similar arrangement.

****Traditional facility rentals do not qualify for marketing support from Noblesville Parks & Recreation****

Steve Rogers, Park Board President

APPROVED BY THE NOBLESVILLE PARK BOARD ON _____

Noblesville Park Board

Wednesday, May 2, 2018

Subject: Board to consider Privacy Policy

Applicant: N/A

Agenda Item: New Business #4

Summary: Drafted Privacy Policy

Recommendation: Staff recommends approving Privacy Policy

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 policy that defines when and how Noblesville Parks & Recreation utilizes the data that it collects from park users, program registrants and facility renters.

Background:

With the importance of data safety and because of the data that we capture doing daily business, it's important that we create and adopt a policy that provides guidelines for what staff can and cannot do with data. This policy defines exactly what data Noblesville Parks collects, when it collects it and how it handles that data. It also defines credit card usage and the software systems staff uses to ensure PCI compliance is met. This policy also addresses the data that staff collects including event and program lists for vendors that can also remain protected depending on the decisions made by staff.

Recommendation:

Staff recommends board approving the Privacy Policy.

Procedures for Citywide Public Records Requests (Non-NPD/NFD)

Revised Date: December 15, 2017

Public records requests by citizens and news media are typically sent to the Mayor's Office, City Attorney, Clerk and/or department directors. The following procedures will help ensure the city is taking the appropriate steps to respond to the request. However, these procedures do not relate to standard public safety NPD and NFD public records requests regarding police incidents, fire run reports, etc. Those requests are to be handled separately per NPD and NFD standard operating procedures.

The following citywide procedures will be located on the City Intranet available for directors and supervisors to download.

When a request for a non-public safety records request is sent to the city:

1. All recipients should forward the request to the Mayor's Office if it's not clear that the Mayor's Office was copied on the request. If multiple departments receive the request, do not assume it has been sent to the Mayor's Office – please forward as instructed. The Deputy Mayor will ensure the request is followed up on appropriately and completed.

CHECK BOX WHEN COMPLETED: []

2. The Mayor's Office forwards the request to the following when applicable:
 - a. Department Director the request may involve (if they did not receive request)
 - b. Attorney
 - c. Clerk
 - d. IT

CHECK BOX WHEN COMPLETED: []

3. The city's Attorney issues the first response within 24 hours and informs the Mayor's Office and Clerk when this happens.

CHECK BOX WHEN COMPLETED: []

4. The city's Attorney coordinates the efforts with the appropriate departments and Mayor's Office to collect the requested documents.

CHECK BOX WHEN COMPLETED: []

5. The city's Attorney fulfills the request if warranted and within a reasonable timeframe per state statute – and notifies the Mayor's Office and Clerk when this happens.

CHECK BOX WHEN COMPLETED: []

6. Mayor's Office communicates to other relevant parties once request is fulfilled.

CHECK BOX WHEN COMPLETED: []



Privacy Policy

Updated April 16, 2018

This privacy policy sets out how Noblesville Parks & Recreation uses and protects any and all private information given by park program users. Noblesville Parks is committed to ensuring that privacy is protected. Noblesville Parks may, through the Park Board, change this policy.

What Information Does Noblesville Parks & Recreation collect?

Most data Noblesville Parks & Recreation collects are used only to help Noblesville Parks better serve the community and its users. It is our general policy to collect and store only personal information that our users knowingly provide.

- *Park Program Registrants and Facility Renters:* to sign up for recreation programs or to rent facilities, users are asked to register and provide information. This data is submitted into the registration software, ACTIVE NETWORK. Noblesville Parks & Recreation asks users to provide their name, organization name (if applicable), phone, email, gender and in some cases, date of birth. Similar information may be submitted to Noblesville Parks & Recreation through the online registration or facility registration portal.
- *Golfers:* To play golf at Fox Prairie or Forest Park Golf Courses, golfers may be asked for personal information including name, address, email and phone number. This data is submitted into the golf course software, TEESNAP. Golfers are also asked for similar information when creating an account or making an online tee time.

How Does Noblesville Parks & Recreation Use Data Collected?

Noblesville Parks & Recreation uses information voluntarily submitted by members and other customers in the following ways:

- *Marketing.* Database lists may be used for email marketing campaigns through the ACTIVE NETWORK or TEESNAP software system. Users may opt out of all marketing emails at any time.
- *Notifications:* Database lists may be used for notifications about weather, construction projects or other notifications that may be relevant to the operation of Noblesville Parks & Recreation.
- *Credit Card Account Information.* Noblesville Parks & Recreation does not disclose credit card account information provided by its users. When members and customers choose to pay using their credit cards, Noblesville Parks & Recreation staff enter credit card information into ACTIVE NETWORK (PCI Compliant) or TEESNAP (PCI Compliant). Credit Card numbers may be saved in the ACTIVE NETWORK and TEESNAP databases which cannot be seen by Noblesville Parks & Recreation Staff. Noblesville Parks & Recreation staff do not write down credit card numbers.

How Does Noblesville Parks Handle Public Records Requests?

Noblesville Parks & Recreation must abide by the law that is a Public Records Request. Staff shall follow, step by step with the assistance of other City personnel, the attached Procedures for Public Records Request.

Sharing of Lists

Unless requested through a Public Records Request, Noblesville Parks & Recreation staff have the right to or not share database lists which include lists from ACTIVE NETWORK, TEESNAP event lists, programming lists or other similar list.

Steve Rogers, Park Board President

APPROVED BY THE NOBLESVILLE PARK BOARD ON _____

Noblesville Park Board

Wednesday, May 2, 2018

Subject: Board to consider 2018 Staffing Change Proposal

Applicant: N/A

Agenda Item: New Business #5

Summary: Updated staffing changes for Noblesville Parks & Recreation

Recommendation: Staff recommends approving the staff change

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 change to the 2018 staffing at Noblesville Parks including two new job descriptions, dissolving two jobs and rearranging the organizational chart. This change has already been approved by the Noblesville Common Council on Tuesday, April 24, 2018.

Background:

See attached memo, 2018 organizational chart and the ARD-Coordinator Financial Comparison

Recommendation:

Staff recommends board approving the staff change

Memo



To: Noblesville Parks & Recreation Board
From: Brandon Bennett, Director of Parks & Recreation
Mike Hoffmeister, Assistant Director of Parks & Recreation
Date: 4/19/2018
Re: Parks & Recreation Department Salary Ordinance Change

The Parks Department is requesting a budget neutral change in the Salary Ordinance. With our Assistant Recreation Director vacating her position on April 27th, we evaluated internally with staff and City Administration and decided that now is the perfect time to propose this change. This change will allow us to align our job description and job duties better and allow our Recreation Division to get the staffing support they need to provide a great quality of life. The need to create change and reorganize staff within the Parks & Recreation Department is now. We are growing so quickly with over 50 community events per year, summer camps which host over 600 children and over 350 facility reservations per year.

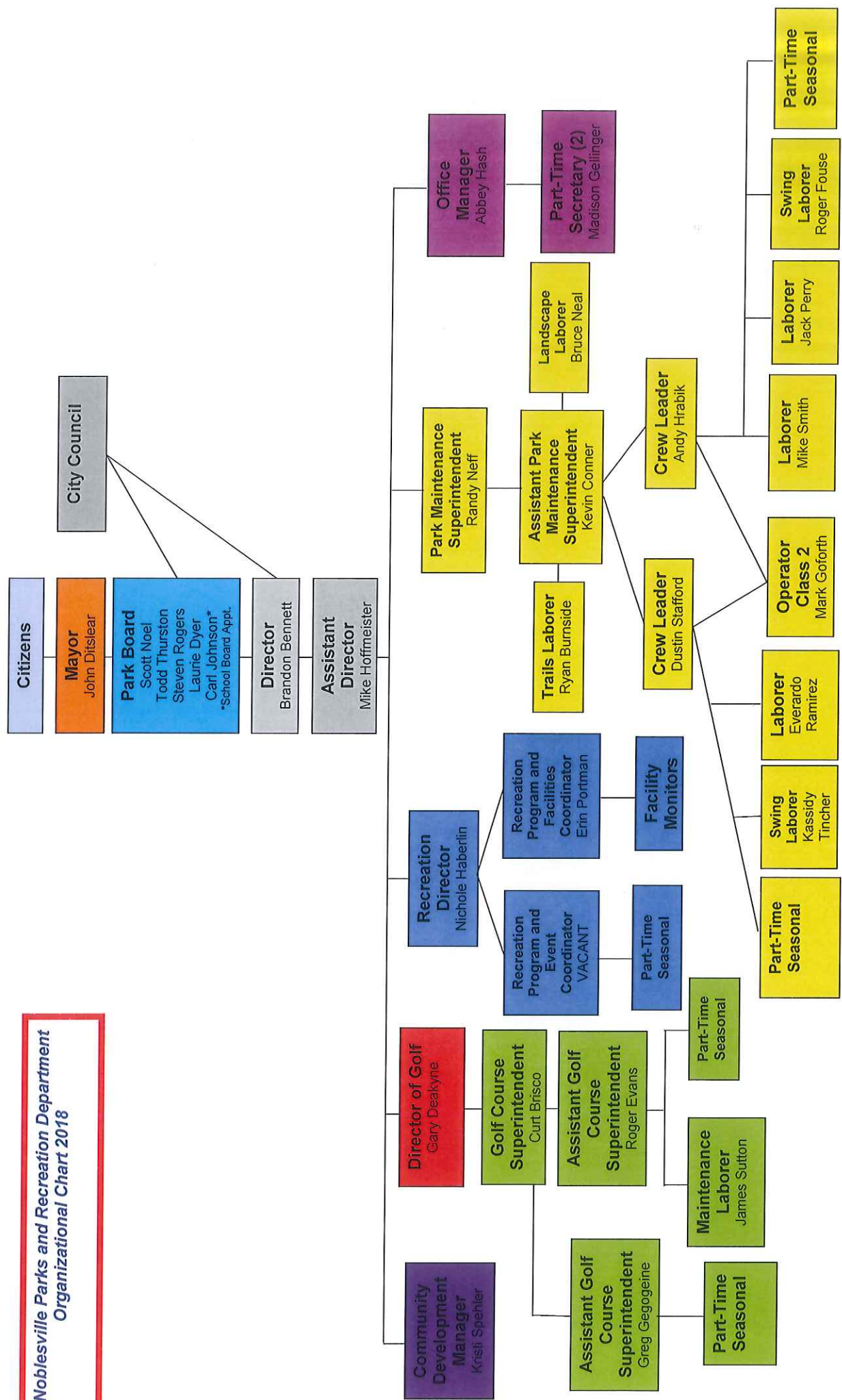
This proposed change is for the Parks & Recreation Department portion of the Salary Ordinance. We are requesting that this be approved on first reading. Please find attached:

1. Newly proposed job descriptions for:
 - a. Recreation Program Coordinator – Events
 - b. Recreation Program Coordinator - Facilities
 - c. Part Time Secretary
2. Newly proposed organizational chart for Parks & Recreation

This proposed Salary Ordinance change includes:

1. Dissolving of the Assistant Recreation Director position (vacant)
 - a. Creating the Recreation Program Coordinator - Events
2. Dissolving of the Administrative Assistant position
 - a. Creating the Recreation Program Coordinator – Facilities
3. Adding a Part-Time Secretary

**Noblesville Parks and Recreation Department
Organizational Chart 2018**



2018 Parks & Recreation

Current	Per hour	Per Year
Assistant Recreation Director	\$ 21.33	\$ 44,366.40
Administrative Assistant	\$ 20.20	\$ 42,016.00
		\$ 86,382.40

Requested	Per hour	Per Year
Recreation Program Coordinator - Events	\$ 20.75	\$ 43,160.00
Recreation Program Coordinator - Facilities	\$ 20.75	\$ 43,160.00
		\$ 86,320.00
	Under	\$ (62.40)

Noblesville Park Board

Wednesday, May 2, 2018

Subject: Board to consider MOU with the Attic Theater for the Recreation Annex Auditorium

Applicant: N/A

Agenda Item: New Business #6

Summary: Another MOU for a group in residence; the Attic Theater

Recommendation: Staff recommends approving the MOU

Prepared by: Nichole Haberlin, CPRP, Recreation Director
Department of Parks and Recreation
City of Noblesville
nhaberiln@noblesville.in.us, 317-776-6350

Park Terms and Definitions:

Summary:

This memorandum of understanding would clarify a partnership between Attic Theater and Noblesville Parks and Recreation. Noblesville Parks and Recreation would provide access to the Auditorium two weeks before each performance and assist with marketing of each event. The Attic Theater would rent performance space at \$400.00 a show plus 15% of Concessions and Tickets Sales. The Attic Theater plans to have 4 to 5 shows a year. The MOU term would be one year.

Background:

In 2017 Noblesville Parks and Recreation increased their partnership/lease with Ivy Tech Community College to include that Noblesville Parks manage the Auditorium along with the Community Gym. The goal of the Recreation Department is to fill that space with events and programs that could provide more cultural art activities for our community to attend.

Recommendation:

Staff recommends board approving the MOU with the Attic Theater.



Memorandum of Understanding Recreation Annex Auditorium

Between

Noblesville Parks and Recreation Department (PARKS)
701 Cicero Road
Noblesville, IN 46060

And

The Attic Theater
P.O. Box 75
Atlanta, In 46031

I. Purpose and Scope

1. The purpose of this MOU is to clearly identify the partnership between the Noblesville Parks & Recreation Department and The Attic Theater.
2. The purpose of this MOU is to identify a Theater in Residence at the Recreation Annex Auditorium (300 North 17th Street, Noblesville, IN 46060).
3. PARKS will provide access to the Recreation Annex Auditorium for two weeks of rehearsals prior to each performance. These rehearsals and performances will be scheduled based on availability of the Auditorium, and will have second rights after Edward Zlaty, the Band in Residence.
4. PARKS will assist with marketing by adding two posts on social media before every performance and have a link to The Attic Theaters ticket sales on Noblesvilleparks.org
5. THE ATTIC THEATER will rent performance space at \$400.00 per show plus 15% of Concessions and Ticket Sales.
6. THE ATTIC THEATER can begin utilize the Recreation Annex Auditorium starting July 1st of 2018.
7. The terms of this MOU will be for one (1) year with the ability to renew annually.

II. Effective Date and Signature

This MOU shall be in effect upon signature of the Noblesville Parks and Recreation Board

Noblesville Parks & Recreation Board President

Date

The Attic Theater Board President

Date

Noblesville Park Board

Wednesday, May 2, 2018

Subject: Board to consider contract with Stage Tech for work at Federal Hill Commons

Applicant: N/A

Agenda Item: New Business #7

Summary: Lighting work to be completed at Federal Hill Commons

Recommendation: Staff recommends approving the contract with Stage Tech

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:

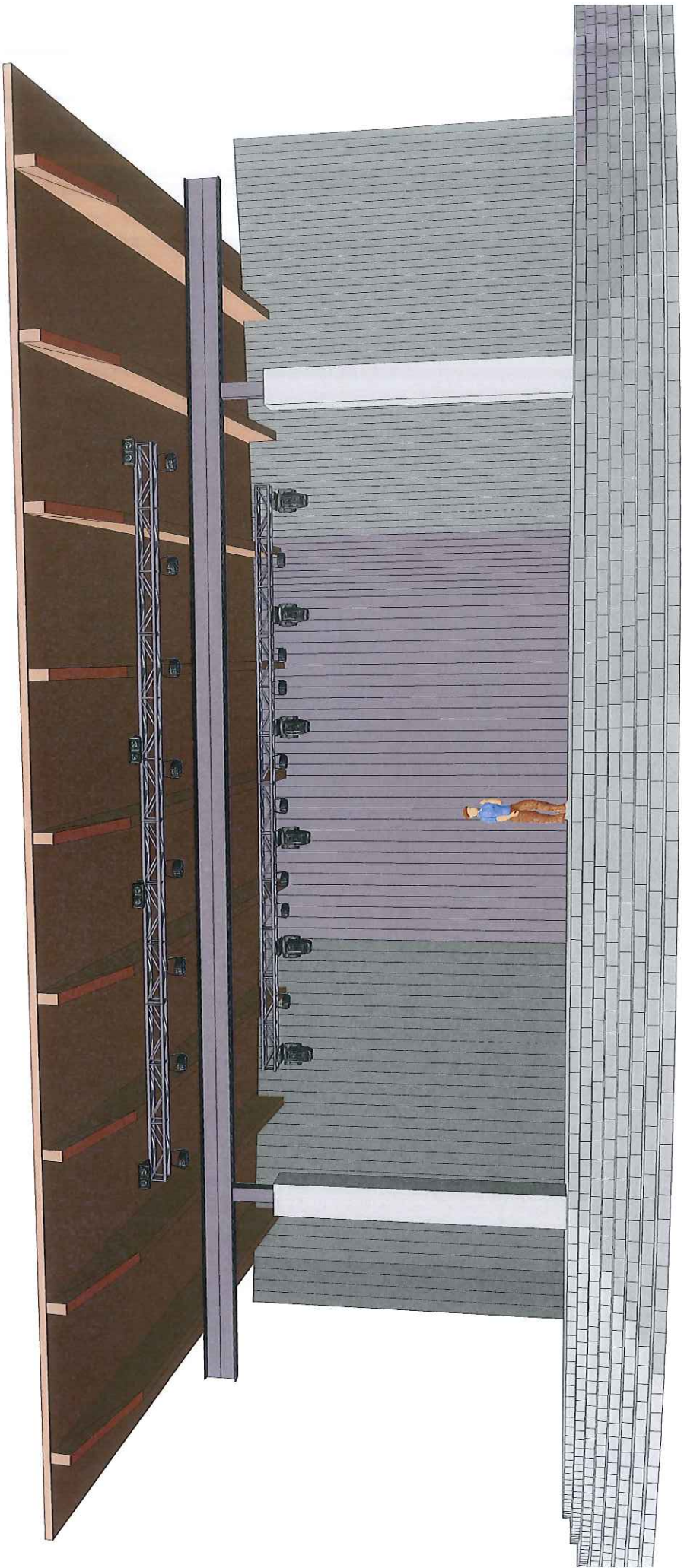
This is a contract with Stage Tech to complete stage lighting work at Federal Hill Commons for the amount of \$92,999.90.

Background:

Throughout the 2017 event season at Federal Hill Commons, it became clear that show lighting was necessary on our stage. We received feedback from our staff, sound technician and bands that performed there. We have worked for months quoting many companies for show lighting and have determined that Stage Tech is the way to go. This project will be paid for out of the bond that was approved by the Park Board on April 9, 2018 and Noblesville Common Council on April 10, 2018.

Recommendation:

Staff recommends board approving the contract with Stage Tech.



Equipment Sales Agreement

This Sales Agreement ("Agreement") is entered into by and between Stage Tech, Inc. ("Company") and the customer as stated in the attached Sales Order ("Customer").

1. **Sale of Equipment.** Customer hereby agrees to purchase from Company the equipment (the "Equipment") set forth in the attached Sales Order.

2. **Price.** The price and time for payment for the Equipment is as set forth in the attached Sales Order.

Any amounts payable by Customer hereunder which remain unpaid after the due date shall be subject to a late charge equal to 1.5% per month from the due date until such amount is paid.

3. **Delivery.** Company shall use its reasonable efforts to deliver the Equipment to Customer on the delivery date set forth in the attached Sales Order. Delivery shall be made FOB Shipping Point. All transportation, shipping and handling charges shall be paid by Customer. Customer bears all risk of loss or damage to the Equipment after delivery to the transportation shipping point.

4. **Operation of the Equipment.** Customer shall be responsible for operation of the Equipment. Customer shall operate the Equipment in a reasonably competent manner and in compliance with the operations manuals for the Equipment. Customer shall comply with all applicable rules, laws, and regulations in connection with operation of the Equipment. **Customer shall not use the equipment in any manner that could threaten the life or safety of any persons.**

5. **Disclaimers and Warranty.**

(a) Company warrants to the original purchaser of Equipment that for the Warranty Period (as defined below), the Equipment will be free from material defects in materials and workmanship. The foregoing warranty is subject to the proper installation, operation and maintenance of the Equipment in accordance with installation instructions and the operating manual supplied to Customer. Warranty claims must be made by Customer in writing within seventy-two (72) hours of the manifestation of a problem. Company's sole obligation under the foregoing warranty is, at Company's option, to repair, replace or correct any such defect that was present at the time of delivery, or to remove the Equipment and to refund the purchase price to Customer.

(b) The "Warranty Period" begins on the date the Equipment is delivered and continues for twelve (12) months.

(c) Any repairs under this warranty must be conducted by an authorized Company service representative.

(d) Excluded from the warranty are problems due to accidents, misuse, misapplication, storage damage, negligence, or modification to the Equipment or its components.

(e) Company does not authorize any person or party to assume or create for it any other obligation or liability in connection with the Equipment except as set forth herein.

(f) THE WARRANTY SET FORTH ABOVE IS EXCLUSIVE AND IN LIEU OF ALL OTHER INDEMNITIES OR WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

6. **Nondisclosure.** By virtue of this Agreement, Customer may have access to information that is confidential to Company ("Confidential Information"). Confidential Information shall include, but not be limited to, the terms and pricing under this Agreement,

the technical and other specifications for the Equipment and all information clearly identified as confidential. Confidential Information shall not include information that: (a) is or becomes a part of the public domain through no act or omission of Customer; (b) was in the Customer's lawful possession prior to the disclosure and had not been obtained by Customer either directly or indirectly from the disclosing party; (c) is lawfully disclosed to the Customer by a third party without restriction on disclosure; or (d) is independently developed by Customer. Customer agrees to hold Confidential Information in confidence during the term of this Agreement and for a period of five years after termination of this Agreement. Customer agrees, that unless required by law, it shall not make Confidential Information available in any form to any third party or to use Confidential Information for any purpose other than the implementation of this Agreement. Customer agrees to take all reasonable steps to ensure that Confidential Information is not disclosed or distributed by its employees, representatives or agents in violation of the terms of this Agreement.

7. **Limitation of Liability.** IN NO EVENT SHALL COMPANY BE LIABLE FOR ANY INDIRECT, INCIDENTAL, PUNITIVE, SPECIAL OR CONSEQUENTIAL DAMAGES, OR DAMAGES FOR LOSS OF PROFITS, REVENUE, OR USE INCURRED BY CUSTOMER OR ANY THIRD PARTY, WHETHER IN AN ACTION IN CONTRACT, OR TORT, OR OTHERWISE EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. COMPANY'S LIABILITY FOR DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT SHALL IN NO EVENT EXCEED THE PURCHASE PRICE OF THE DEFECTIVE EQUIPMENT. THE PROVISIONS OF THIS AGREEMENT ALLOCATE THE RISKS BETWEEN COMPANY AND CUSTOMER. COMPANY'S PRICING REFLECTS THIS ALLOCATION OF RISK AND BUT FOR THIS ALLOCATION AND LIMITATION OF LIABILITY, COMPANY WOULD NOT HAVE ENTERED INTO THIS AGREEMENT.

8. **Miscellaneous.**

(a) This Agreement, and all matters arising out of or relating to this Agreement, shall be governed by the laws of the State of Indiana and shall be deemed to be executed in Fortville, Indiana.

(b) Any legal action or proceeding relating to this Agreement shall be instituted solely in a state court in Hancock County, Indiana. Company and Customer agree to submit to the jurisdiction of, and agree that venue is proper in, these courts in any such legal action or proceeding.

(c) All notices, including notices of address change, required to be sent hereunder shall be in writing and shall be deemed to have been given when mailed by first class mail or by fax to the address listed below.

(d) Prices for Equipment specified herein are exclusive of all city, state and federal taxes, including, without limitation, taxes on manufacture, sales, receipts, gross income, occupation, use and similar taxes, unless otherwise indicated on the Sales Order. If any such taxes apply to this transaction, Customer agrees to pay such taxes directly or to reimburse Company for all such taxes, whether imposed on Customer required to be collected by Company, or imposed on Equipment or on Customer in connection with this sale. Wherever applicable, such tax or taxes shall be added to the invoice as a separate charge on invoiced separately. Customer agrees to pay all personal property taxes that may be levied against Equipment after the date of delivery.

(e) To secure payment and performance of all Customer's obligations hereunder, Company hereby retains title to Equipment and a security interest therein until payment in full and performance by Customer of all said obligations. When requested by Company, Customer shall duly acknowledge this Agreement, and execute, acknowledge and deliver to Customer, in Company's usual form, a supplement hereto, security agreement, financing statement and other appropriate instruments to constitute Equipment as the unencumbered security for the obligations of Customer hereunder, or

to enable Company to comply with all applicable filing or recording laws.

(f) In the event any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions of this agreement will remain in full force.

(g) The waiver by either party of any default or breach of this Agreement shall not constitute a waiver of any other or subsequent default or breach. Except for actions for non-payment or breach of Company's proprietary rights, no action, regardless of form, arising out of or in connection with this Agreement may be brought by either party more than one year after the cause of action has accrued.

(h) Customer agrees to comply fully with all relevant export laws and regulations of the United States ("Export Laws") to assure that the Equipment is not (1) exported, directly or indirectly, in violation of Export Laws; or (2) intended to be used for any purposes prohibited by the Export Laws. Customer agrees that the Equipment will only be used or operated in the United States and other territories approved in writing by Company.

(i) Company is an independent contractor; nothing in this Agreement shall be construed to create a partnership, joint venture or agency relationship between the parties.

(j) This Agreement constitutes the complete agreement between the parties with respect to its subject matter and supersedes all prior or contemporaneous agreements, understandings, representations, discussions, proposals, literature, and the like, written or oral. This Agreement may not be modified or amended except in a writing signed by a duly authorized representative of each party; no other act, document, usage or custom shall be deemed to amend or modify this Agreement. It is expressly agreed that the terms of this Agreement shall supersede the terms in any Customer purchase order or other ordering document, if any.

(k) In any proceeding brought to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to recover its attorneys' fees and costs incurred.

(l) This Agreement shall be construed as to its fair meaning and not strictly for or against either party.

(m) Company shall not be deemed to be in default of any provision of this Agreement, or for failures in performance, resulting from acts or events beyond its reasonable control. Such acts shall include but not be limited to acts of God, civil or military authority, civil disturbance, war, strikes, fires, other catastrophes, labor disputes, parts shortages, or other events beyond Company's reasonable control.

(n) No action, regardless of form, arising out of this Agreement may be brought by either party more than one year after the cause of action arose, or in the case of non-payment, more than two years from the date of last payment.


(o) This Agreement is not assignable, directly or indirectly, by Customer.

(p) This Agreement may be executed in counterparts and by fax or other electronic transmission.

COMPANY:

STAGE TECH, INC.

By: _____


Mike Trotta, President
mtrotta@stagetechinc.com

CUSTOMER:

CITY OF NOBLESVILLE, INDIANA

By: _____

Printed Name: Mike Hoffmeister

Title: _____

Address: _____

Email: mhoffmeister@noblesville.in.us



Stage Tech, Inc.
 PO Box 361307
 Indianapolis, IN 46236
 317-485-4981

QUOTE # 418441

Ordered by:		Delivery Address:	Quote # 418441
FEDERAL HILL COMMON 175 LOGAN STREET NOBLESVILLE, IN 46060 Contact: MIKE HOFFMEISTER Phone: (317) 776-6350 Email: MHOFFMEISTER@NOBLESVILLE.IN.US		Room: On-Site Contact: Phone:	Order Status: Active Order Date: 03/08/2018 Sales Person: MIKE TROTTA Email: MTROTTA@STAGETECHINC.COM Customer #: 975885 PO #: Terms:
QUOTED ON 3/13/2018		QUOTE GOOD THROUGH 4/13/2018	Job Modified: Apr 23 2018 11:20AM
Event Name: LIGHTING INSTALL- TRUSS OPTION			

Quantity	Description	Duration
LIGHTING		
16	SIXPAR 300 IP FIXTURE	1 Sale
6	PROTEUS HYBRID FIXTURE	1 Sale
32	FIXTURE CLAMP	1 Sale
4	DTW BLINDER 350 IP	1 Sale
1	POWER DISTRO	1 Sale
1	50' 5 WIRE CAMLOCK	1 Sale
1	75' SOCAPEX CABLE	1 Sale
1	100' SOCAPEX CABLE	1 Sale
2	SOCAPEX FAN OUT TO L6-20 CABLE	1 Sale
30	10' DMX CABLE	1 Sale
1	50' DMX CABLE	1 Sale
1	100' DMX CABLE	1 Sale
1	POWER JUMPS	1 Sale
1	RIGGING PACKAGE	1 Sale

Quantity	Description	Duration
1	leprecon apc 3 button wall switch	1 Sale
1	leprecon apc power hub	1 Sale
1	dmx wall plate	1 Sale
1	50' cat5 cable	1 Sale
Total LIGHTING:		\$81,929.90

TRUSS

8	10' CUSTOM GREY TRUSS	1 Sale
Total TRUSS:		\$6,400.00
Total :		\$88,329.90

LABOR

Quantity	Employee	Task	Duration
4	LABOR	INSTALL	17 Hours
Total LABOR:			\$4,420.00

Delivery/Misc


Quantity	Description	
1	TRANSPORTATION OF EQUIPMENT	
Total Delivery/Misc:		\$250.00

Notes:

This quote does not include shipping cost. They will be added to the final invoice.

Product Total:	\$88,329.90
Service Charge:	\$0.00
Damage Waiver:	\$0.00
Labor:	\$4,420.00
Delivery/Misc:	\$250.00
Tax:	\$0.00

Job Total: \$92,999.90


4/24/18

Noblesville Park Board

Wednesday, May 2, 2018

Subject: Board to consider contracts with American Offroad Music Festival

Applicant: N/A

Agenda Item: New Business #8

Summary: Contracts with American Offroad Music Festival

Recommendation: Staff recommends approving the contract with Off Road Music Festival

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:

Attached are six (6) contracts with American Offroad Music Festival.

Background:

Federal Hill Commons has grown so much that we've had interest from a promoter to have national act, ticketed shows there. These shows will have fencing, private security, police and fire presence and parks presence. These contract essentially state that American Offroad Music Festival will be renting Federal Hill Commons for six dates throughout the summer and manage those events. Noblesville Parks & Recreation will receive a rental fee for all of those show nights. They include:

June 15: Hunter Hayes
June 29: Aaron Lewis
July 13: Uncle Kracker
July 19: Billy Currington
August 16: Brett Eldredge
September 6: Leann Rimes

Additionally all of these shows will follow the City of Noblesville noise ordinance as stated in each agreement. Finally, for each show, we are requested access to Federal Hill Commons for tear-down past 11:00 p.m.

Recommendation:

Staff recommends board approving the contract with Stage Tech.



Your Vacation in Town!



**NOBLESVILLE PARKS AND RECREATION DEPARTMENT
FACILITY LICENSE AGREEMENT FOR USE OF FEDERAL HILL COMMONS**

This Facility License Agreement (“Agreement”) for use of Federal Hill Commons is made and entered into this ____ day of _____, 20__ by and between the City of Noblesville, Indiana, by its Park Board with its principal office located at 701 Cicero Road, Noblesville, Indiana 46060, and through its designated representative, hereinafter designated (“Parks Department”), and **American Offroad Music Festival**, hereinafter designated (“Licensee”), collectively referred to as (“Parties”).

The Parties hereto, intending to be legally bound, and in consideration of the mutual covenants hereinafter contained, agree as follows:

Section 1. SCHEDULE. Parks Department grants Licensee a temporarily license to use, occupy and hold a performance or event, as described in Exhibit A (“Event”) at Federal Hill Commons located at 175 West Logan Street, Noblesville, Indiana 46060, and its appurtenant facilities (“Premises”), commencing at **8:00 AM on Friday, June 15, 2018 for a performance by Hunter Hayes.**

Section 2. FEES AND EXPENSES. As consideration for the license granted hereby, the Licensee shall pay the Parks Department a usage fee of **\$4,000** for the venue and **\$500** for The Green Room (Bank Building). In addition to the usage fee, the Licensee shall pay Parks Department **\$500** for staff coverage and a house cleaning fee for a total of **\$5,000.**

Prior to the Event, the Parks Department will complete an estimated expense statement with the Licensee, as set forth in Rider 1, Exhibit B. This estimate is for planning purposes only and all expenses will be charged at actual rates incurred.

Section 3. SECURITY DEPOSIT. Upon execution of this Agreement, the Licensee shall pay a cash security deposit in the amount of **\$500.00** to the Parks Department as a guaranty against damages to the Premises and surrounding areas caused by performers and patrons. Upon breach of this Agreement, including without limitation a failure to return the Premises to its original condition, the Parks Department may, at its option, use any or all of the security deposit for the payment of any amount which the Parks Department may in its reasonable estimate pay or become obligated to pay by reason of such breach, or to compensate the Parks Department for any loss or damage which the Parks Department may suffer by reason of such breach. If the Parks Department concludes that there is no breach, the security deposit or any balance shall be returned to Licensee with the net box office revenues disbursements within four (4) weeks after Licensee vacates the Premises.

Section 4. ACT CONTRACT. The Licensee warrants and represents to have a valid and properly executed contract with the performers whose services form the basis to use the Premises. The Licensee shall submit to the Parks Department a copy of said contract, including terms of payment, and all attachments, known in the industry as "performance Riders," which include technical and hospitality requirements, forty-five (45) days prior to the Event or at the time of the execution of this Agreement, at the discretion of the Parks Department.

The Parks Department retains the right to approve the Event under this Agreement. The Licensee understands that no Event shall be held if the Parks Department objects on the grounds that the Event is: offensive to public morals; the Event does not uphold to the advertising claims; or there is a violation of Event content restrictions agreed to by both Parties at the time of the execution of this Agreement. At no times shall lewd or indecent actions, conduct, language, pictures or portrayals be permitted by Licensee or its contracted performers on the Premises.

Section 5. BOX OFFICE AND TICKET SALES. The Licensee will be the exclusive provider of ticket sales and will provide ticket sales services through the following methods: online; by phone; in office; and through box office sales on the day of the Event. The Parks Department reserves the right to require up to twenty-five (20) promotional VIP tickets without charge.

The Licensee retains the right to make determination of ticket refunds for cause, which includes, but is not limited to, seats blocked by equipment when exchange for comparable location is not possible, failure of equipment or failure of performer(s) to go on stage within a reasonable time of the schedule provided by the Licensee. Further, the Parks Department shall have no responsibility for refunds of ticket sales, and the Licensee shall indemnify, hold the Parks Department harmless from any claims for refunds on ticket sales, provided, however gross receipts may be applied by the Parks Department to ticket refunds to the extent available in the event of cancellation or non-performance. At the conclusion of the Event, the Parks Department will provide the Licensee with a box office statement for tickets sold.

Section 6. PERFORMANCE SECURITY. The Licensee shall post a Performance Bond in form and substance satisfactory to Parks Department and in an amount equal to the maximum receipts anticipated from ticket sales. Such Performance Bond shall be certified check, bank letter of credit, or by a duly accredited bonding company, and must be received prior to the disbursement of any draw. The terms of such bond will protect the right to refunds of ticket holders and the right to indemnity of the Parks Department on claims for refunds of ticket holders. The Licensee may request a draw against net box office proceeds no more than 15 days prior to date of Event. For this specific event the maximum anticipated revenue is as follows:

_____ seats at \$ _____ = \$ _____

Section 7. CANCELLATION OR NONPERFORMANCE. In the event that the contracted Event is canceled, does not occur for any reason other than because of the sole decision of the Parks Department, or the Licensee fails to take possession of or use the Premises as herein agreed, the Licensee forfeits the security deposit, which will be retained by the Parks Department as liquidated damages, not a penalty reflecting the time and efforts

the Parks Department spent preparing for the Event. In addition, the Licensee agrees to promptly pay any expenses incurred by the Parks Department in connection with the Event as of the date of cancellation (including non-cancellable expenses) and to indemnify Parks Department for all claims for refunds by ticket holders.

Section 8. SET-UP AND PERFORMANCE. Upon execution of this Agreement, the sections of the Rider pertaining to the set-up and performance must be received by the Parks Department.

The Licensee is responsible for employing all required and optional services. Required services include the following: stage hands, electricians, sound technicians, ushers and spotlight operators. Optional services include assistance in the handling of baggage, scenery, supplies, or equipment of Licensee.

The Parks Department reserves the right to approve any person(s) employed or engaged by the Licensee for purpose of handling, using, or operating any and all sound and/or light equipment and facilities. If Licensee uses any equipment owned by the Parks Department, then the Licensee must hire qualified and experienced light and/or sound technician(s). All show power must be connected by either a Facility technician or a licensed electrician at the sole expense of the Licensee and as directed by Parks staff.

The Licensee agrees to remove from the Premises no later than 12:00 p.m. on the day following the Event all goods, wares, properties, costumes and all other equipment and merchandise belonging to and/or used by the Licensee in connection with its use of the Premises.

Section 9. SECURITY/POLICE. Security is required for every Event. The amount and extent of required security will be determined by the Parks Department. All costs and expenses of providing police officers will be the responsibility of the Licensee. Current rates for Noblesville Police Officers are \$40/hour/officer. Parks Department requires ESG Security to be used as the Private Security provider. All costs and expenses of providing security will be the responsibility of the Licensee.

The Parks Department reserves the right, through its manager or representative, to eject or cause to be ejected from the premises, any person or persons engaging in disruptive, belligerent or threatening conduct. Additionally, the Parks Department reserves the right to refuse admission to any person displaying the above behaviors or who appear intoxicated. This authority may be exercised through its manager, agents or police.

Section 10. CONTROL OF PREMISES. During the course of the Event, the Parks Department does not relinquish the right to control the management of the Premises. The Parks Department reserves the right, with proper identification and credentials, to enter the Premises and enforce all rules for the management and operation. Additionally, the Parks Department, through its designated representatives, may enter at any time for any reason and on any occasion (i.e. inclement weather). Further, if necessary, a fire inspector may be called by the Parks Department to inspect any Event at Licensee's expense.

When using the Premises, the Licensee shall not permit chairs or removable seats to be placed or remain in passageways, and will keep all passageways clear at all times.

Licensee, however, shall at its own expense, place watch people at exits or entrances as required by law or fire inspectors. At no time shall Licensee place its own or any additional locks on any portions of the Premises.

The Licensee agrees to immediately notify the Parks Department of any dangerous condition on the Premises upon discovery. The Licensee further agrees to protect all persons from injury or damage until such time as the condition is corrected. Licensee further agrees to warn all persons known to be upon the Premises of any and all dangers peculiar to Licensee's operation which are not known or obvious to such persons. Licensee shall indemnify and hold the Parks Department harmless for breach of this Section.

Section 11. DEFACEMENT OF PREMISES. The Licensee shall not injure, mar, or deface the Premises in any way. This includes driving, or permit to be driven any nails, hooks, tacks, or screws in any part of the Premises, or make, or allow to be made, any alteration of any kind therein without specific approval in writing by the Parks Department. If the Premises is damaged, whether by an overt act or by negligence of the Licensee, or by the Licensee's agent, employee or employees, patrons or any person admitted to Premises by the Licensee, the Licensee will pay the Parks Department such sum as the Parks Department deems necessary to restore the Premises to its prior condition. The Licensee hereby assumes full responsibility for the character, acts and conduct of all persons including its patrons, agents, or employees, admitted to the Premises by the consent of said Licensee, or by or with the consent of Licensee's employees or agents. The Licensee agrees to hold Parks Department harmless from any claim for damages because of the acts or neglect of any such persons.

Section 12. ALCOHOLIC BEVERAGES. The Licensee shall not permit any alcoholic beverages to be brought onto the Premises except by the licensed house alcohol provider as determined by the Parks Department.

Section 13. CONCESSIONS. Concessions and food vendors will be sought after and booked by the Parks Department. The Licensee shall receive no monies from food vendors.

Section 14. LIMITATION OF LIABILITY. In no event shall the Parks Department's liability in connection with this Agreement exceed the amount of money actually paid to the Parks Department pursuant to this Agreement, regardless of type or theory of claims or damages.

Section 15. PROGRAMS, SOUVENIRS AND MERCHANDISE. The Licensee shall have the sole right to print and sell programs, souvenirs, and merchandise for the Event on its own behalf or as represented by contracted talent. The Parks Department may distribute brochures provided by Licensee to ticket buyers and may collaborate with the Licensee in cross-promoting the Event in a manner determined by the Parks Department in its sole discretion. The Licensee shall pay all expenses in connection with on-site sales. Licensee shall pay Parks Department a fee of 20% of gross sales for non-recorded merchandise and 10% of gross sales for recorded merchandise payable upon the completion of the Event.

Section 16. LIABILITY INSURANCE. The Licensee, at its sole expense, shall obtain, maintain, and provide proof at all times during this Agreement a \$2,000,000 general liability insurance policy coverage for bodily injury and property damage claims covering the Event and provide a Certificate of Insurance (“COI”) naming the City of Noblesville, the Noblesville Parks & Recreation Board and the Noblesville Parks & Recreation Department as “additional insured” and specifying the name of the event performer, date, time and venue. The COI is due at the time of the execution of this Agreement. To obtain a COI, contact your organization’s liability insurance agent. The COI must be acceptable to the Parks Department in form and substance and must be received 30 days prior to the Event.

Section 17. ASSUMPTION OF RISK. Licensee hereby knowingly and freely assumes all risks, seen and unforeseen, in connection with the Event anywhere on the Premises for any harm, injury or damage to Licensee, its officers, employees, agents, invitees, customers and guests and all risk of loss to its property or equipment. Licensee assumes all responsibility for supervising its officers, employees, agents, invitees, customers and guests while they are on the Premises.

Section 18. HOLD HARMLESS. The Licensee agrees to indemnify, defend and hold Parks Department, agents, volunteers and employees harmless from and against any and all claims, liability, damages, loss and expenses (including attorney’s fees, court costs, and consequential damages) resulting from claims for bodily injury or property damage arising out of the use of the facility by the Licensee, the Licensee’s guests or invites. The obligation contained in this section shall survive the expiration of this Agreement.

Section 19. COMPLIANCE WITH LAWS. The Licensee agrees to comply with all applicable federal, state and local laws, rules, regulations and ordinances and all provisions required thereby, whether now existing or hereafter enacted, which are included and incorporated by reference herein, in the design, development and construction of the Project, in the management and operation of the Facility, in the community outreach programs and activities, and in Licensee’s performance under this Agreement.

Pursuant to I.C. '22-9-1-10 and the Civil Rights Act of 1964, Licensee shall not discriminate against any employee or applicant for employment, to be employed in the performance of this Agreement, with respect to the hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment, because of such person’s race, color, religion, sex, disability, national origin, handicap or ancestry. Breach of this covenant may be regarded as a material breach of this Agreement.

The Licensee affirms under the penalties of perjury that the Licensee does not knowingly employ an unauthorized alien. The Licensee affirms under the penalties of perjury that the Licensee has enrolled and is participating in the E-Verify program as defined in IC 22-5-1.7-3. The Licensee agrees to provide documentation to the State of Indiana that the Licensee has enrolled and is participating in the E-Verify program. Additionally, the Licensee is not required to participate if the Licensee is self-employed and does not employ any employees. The City may terminate for default if the Licensee fails to cure a breach of this provision no later than thirty (30) days after being notified by the City.

If the Licensee fails to correct any violation of law, the Parks Department shall have the right to terminate the Agreement and immediately cancel the Event. Under this

circumstance, the Parks Department will not be required to refund patrons their admission fee or for any loss that may be sustained by the Licensee, its agents or employees.

The Licensee also agrees to comply with the local noise ordinance listed below.

§ 93.20 APPLICABILITY.

This subchapter shall apply to all persons, corporations, entities, and landholders who are within the boundaries of the properties described in the legal description provided in Exhibit "A" of Ordinance 40-5-03.

(Ord. 40-5-03, passed 6-10-03; Am. Ord. 43-11-12, passed 11-27-12)

§ 93.21 DEFINITIONS.

For the purpose of this subchapter, the following definitions shall apply unless the context clearly requires or indicates a different meaning. All terminology used in this subchapter, not defined below, shall be in conformance with applicable publications of the American National Standards Institute (ANSI).

"A-WEIGHTED SOUND LEVEL." The sound pressure level in decibels as measured on a sound level meter using the A-weighting network. The level so read is designated dB(A).

"AMBIENT NOISE LEVEL." The composite of noise from all sources near and far. In this context, the ambient noise level constitutes the normal or existing level of environmental noise at a given location when sound is not being electronically amplified at a location.

"EXCEEDANCE LEVELS L10 AND L1." The A-weighted sound levels which exceed 10% and 1%, respectively, of the specified measurement period.

"INTRUSIVE NOISE." That noise which intrudes over and above the existing ambient noise at a given location. The relative intrusiveness of a sound depends upon its amplitude, duration, frequency and time of occurrence, and tonal or information content as well as the prevailing ambient noise level.

"NOISE." Any sound which annoys or disturbs human beings or which causes or tends to cause an adverse psychological or physiological effect on human beings.

"SOUND AMPLIFICATION EQUIPMENT." Any device for the amplification of the human voice, music, instruments, or any other sound associated with mass assemblies.

"SOUND LEVEL METER." An instrument, including a microphone, an amplifier, an output meter or recording device, and frequency weighting network for the measurement of sound level, which satisfies the requirements for Type S2A meters, as set forth in the American National Standards Institute specifications for sound level meters, S1.4-1971, or the most recent revision thereof.

(Ord. 40-5-03, passed 6-10-03; Am. Ord. 43-11-12, passed 11-27-12)

§ 93.22 PROHIBITED ACTIVITIES.

(A) It shall be unlawful for any person, corporation, entity, or landowner within the land area specified in § 93.20 to cause or permit any person, machine, electronic device, or any other means of generation of sound to be generated, which causes sound levels to exceed the levels prohibited by this subchapter.

(B) No person, corporation, entity, or landowner shall permit any noise to be generated or produced which exceeds 75 dB/A for more than two minutes per hour, measured at a point no closer than one-half mile from the boundary of the property line from which the sound is generated.

(C) It shall be unlawful for any person, corporation, entity, or landowner to generate or permit the generation of sound from their property through electronic amplification at a level above 25 dB/A above ambient noise level for more than two minutes per hour at the property line where the sound is generated between the hours of 11:00 p.m. to 9:00 a.m., daily from Sunday evening through Friday morning and from 11:30 p.m. to 9:00 a.m., daily from Friday evening through Sunday morning.

(D) No person shall play, use or operate any machine or device for the producing or reproducing of sound, including, but not limited to, loudspeakers, radios, CD players, television sets, musical instruments, phonographs, cassette players or any other machine designed or intended to produce or reproduce sound, nor operate any motor vehicle that contains a modified or defective exhaust system, if such machine, device or vehicle is located in or on any of the following:

(1) Any public property, including any public right-of-way, highway, building, sidewalk, public space, park or thoroughfare and the sound generated therefrom is: (1) clearly audible 40 feet or more from its source; or (2) is at a level of 90 decibels (90dB) or more when measured from a distance of not less than six feet from its source; or

(2) Any private property and the sound generated therefrom is: (1) clearly audible 40 feet or more outside of said private property line; or (2) is at a level of 90 decibels (90dB) or more when measured from a distance of not less than six feet from the private property line.

(Ord. 40-5-03, passed 6-10-03; Am. Ord. 42-12-99, passed 12-27-99; Am. Ord. 43-11-12, passed 11-27-12)

§ 93.23 VIOLATIONS.

(A) Citations for violations of this subchapter may be issued by any sworn member of the Police Department. Any person who violates the provisions of this subchapter shall be guilty of an infraction, punishable by a fine of not more than:

(1) First offense: Up to \$250.

(2) Second offense within two years: Up to \$500.

(3) Third offense within two years: Up to \$1,000.

(4) Fourth and subsequent offenses within two years: Up to \$2,500.

(B) The City Court shall be the court of proper venue and jurisdiction for the enforcement of this subchapter. Citations for violations of this subchapter shall be issued by a sworn member of the Police Department. Citations for violations of §§ 93.22 and 93.24 may be issued by any sworn member of the Police Department and upon property operated by the Noblesville Schools by a sworn special police officer appointed under I.C. 36-8-3-7. Any fine imposed by this subchapter may be suspended if the court finds that the violation was the result of natural causes or circumstances beyond the control of the person charged with the violation of this subchapter.

(Ord. 40-5-03, passed 6-10-03; Am. Ord. 42-12-99, passed 12-27-99; Am. Ord. 43-11-12, passed 11-27-12)

§ 93.24 EXEMPTIONS.

The following are exempted from the provisions of this chapter:

(A) Sounds emitted from authorized emergency vehicles.

(B) Lawn mowers, garden tractors, construction equipment, and power tools, when properly muffled, between the hours of 7:00 a.m. and 10:00 p.m. only.

(C) Burglar alarms and other warning devices when properly installed, providing the cause for such alarm or warning device sound is investigated and turned off within a reasonable period of time.

(D) Parades, festivals, carnivals, fairs, celebrations, concerts, artistic performances or other events authorized by the Board of Public Works and Safety or another appropriate governmental entity.

(E) Attendant noise connected with the actual performance of athletic or sporting events and practices related thereto.

(F) The emission of sound for the purposes of alerting persons to the existence of an emergency, or for the performance of emergency work.

(G) Sounds associated with the use of legal fireworks.

(H) Sounds associated with the use of an approved public safety training facility between the hours of 7:00 a.m. and 10:00 p.m.

(I) Sounds associated with the normal conduct of legally established non-transient businesses when such sounds are customary, incidental and within the normal range appropriate for such use.

(Ord. 42-12-99, passed 12-27-99; Am. Ord. 43-11-12, passed 11-27-12)

Section 20. LICENSEE PROPERTY. The Parks Department assumes no responsibility for any personal property of the Licensee, and the Parks Department is hereby expressly relieved and discharged from any and all liability for any loss, injury or damage to persons or property that may be sustained by reason of occupancy of the Premises or any part thereof under this Agreement. All watchmen or other protective service (other than security provided in Section 9) must be arranged for by special agreement with Parks Department or independently by the Licensee.

Section 21. COPYRIGHT COMPLIANCE. The Licensee shall assume and be solely responsible for all costs, including required license fees, arising from the use of patented, trademarked, franchised or copyrighted music, material, devices, processes or dramatic rights, used in connection with or incorporated in the Event. Licensee shall indemnify, defend and hold Parks Department harmless from and against any losses, claims, damages, awards, penalties, injuries, or expenses incurred (including attorney's fees, court costs, and consequential damages) which arise from any third-party claim of an alleged infringement of copyright or any other violation of property rights arising out of the Event.

Section 22. ASSIGNMENT. The Licensee shall not assign any interest in this License Agreement or otherwise transfer or sublicense the Premises or any part thereof or permit the use of the Premises to any party other than the party Licensee has contracted with, without written consent of the Parks Department.

Section 23. FORCE MAJEURE. If the Premises are rendered unsuitable for the conduct of the Event by reason of Force Majeure, Parks Department and Licensee are released from their obligations as they pertain to the Event. "Force Majeure" shall mean fire or other casualty, earthquake, flood, act of God, epidemic or pandemic, strikes, work stoppages, or other labor disturbance, riots or civil commotions, war or other act of any foreign nation, power of government, or any other cause like or unlike any cause mentioned which is beyond the control of the Parks Department.

Section 24. GOVERNING LAW. This Agreement shall be governed by the laws of the state of Indiana. Licensee agrees that any dispute arising from or related to this Agreement shall be litigated in the state or federal courts having jurisdiction in Hamilton County, Indiana.

Section 25. DEFAULT. Should the Licensee default in the performance of any of the terms and conditions of this Agreement, the facility manager or the Parks Department may terminate the same, in which event the Licensee shall be liable for the full amount of the rent provided herein. Any deposit made by Licensee shall be retained by Parks Department and considered as liquidated damages.

Section 26. SEVERABILITY. If any provision of this Agreement shall be held or deemed to be inoperative, for whatever reason, by a court of competent jurisdiction, such circumstance shall not have the effect of rendering any other provisions contained herein invalid, inoperative or unenforceable to any extent whatsoever. The invalidity of any one or more phrases, sentences, clauses or paragraphs contained in this Agreement shall not affect the remaining portions of this Agreement or any part thereof.

Section 26. MISCELLANEOUS. Any matters not herein expressly provided for shall be in the discretion of the Park Board or the Parks Department, and shall be in writing before effective, signed by each party to this Agreement and attached hereto as an Addendum. This Agreement covers the entire agreement between the Parties and shall be conclusive as to all terms addressed.

IN WITNESS WHEREOF, the Parties hereby execute this License Agreement as of the date and year first above written.

LICENSEE

Noblesville Parks Board

By: _____

Address: _____

City: _____

State: _____

Phone: _____

Email: _____

By: _____

Steve Rogers, President

701 Cicero Road

Noblesville, IN 46060

Phone: (317) 776-6350



Your Vacation in Town!



**NOBLESVILLE PARKS AND RECREATION DEPARTMENT
FACILITY LICENSE AGREEMENT FOR USE OF FEDERAL HILL COMMONS**

This Facility License Agreement (“Agreement”) for use of Federal Hill Commons is made and entered into this ____ day of _____, 20__ by and between the City of Noblesville, Indiana, by its Park Board with its principal office located at 701 Cicero Road, Noblesville, Indiana 46060, and through its designated representative, hereinafter designated (“Parks Department”), and **American Offroad Music Festival**, hereinafter designated (“Licensee”), collectively referred to as (“Parties”).

The Parties hereto, intending to be legally bound, and in consideration of the mutual covenants hereinafter contained, agree as follows:

Section 1. SCHEDULE. Parks Department grants Licensee a temporarily license to use, occupy and hold a performance or event, as described in Exhibit A (“Event”) at Federal Hill Commons located at 175 West Logan Street, Noblesville, Indiana 46060, and its appurtenant facilities (“Premises”), commencing at **8:00 AM on Friday, June 29, 2018 for a performance by Aaron Lewis.**

Section 2. FEES AND EXPENSES. As consideration for the license granted hereby, the Licensee shall pay the Parks Department a usage fee of **\$4,000** for the venue and **\$500** for The Green Room (Bank Building). In addition to the usage fee, the Licensee shall pay Parks Department **\$500** for staff coverage and a house cleaning fee for a total of **\$5,000.**

Prior to the Event, the Parks Department will complete an estimated expense statement with the Licensee, as set forth in Rider 1, Exhibit B. This estimate is for planning purposes only and all expenses will be charged at actual rates incurred.

Section 3. SECURITY DEPOSIT. Upon execution of this Agreement, the Licensee shall pay a cash security deposit in the amount of **\$500.00** to the Parks Department as a guaranty against damages to the Premises and surrounding areas caused by performers and patrons. Upon breach of this Agreement, including without limitation a failure to return the Premises to its original condition, the Parks Department may, at its option, use any or all of the security deposit for the payment of any amount which the Parks Department may in its reasonable estimate pay or become obligated to pay by reason of such breach, or to compensate the Parks Department for any loss or damage which the Parks Department may suffer by reason of such breach. If the Parks Department concludes that there is no breach, the security deposit or any balance shall be returned to Licensee with the net box office revenues disbursements within four (4) weeks after Licensee vacates the Premises.

Section 4. ACT CONTRACT. The Licensee warrants and represents to have a valid and properly executed contract with the performers whose services form the basis to use the Premises. The Licensee shall submit to the Parks Department a copy of said contract, including terms of payment, and all attachments, known in the industry as "performance Riders," which include technical and hospitality requirements, forty-five (45) days prior to the Event or at the time of the execution of this Agreement, at the discretion of the Parks Department.

The Parks Department retains the right to approve the Event under this Agreement. The Licensee understands that no Event shall be held if the Parks Department objects on the grounds that the Event is: offensive to public morals; the Event does not uphold to the advertising claims; or there is a violation of Event content restrictions agreed to by both Parties at the time of the execution of this Agreement. At no times shall lewd or indecent actions, conduct, language, pictures or portrayals be permitted by Licensee or its contracted performers on the Premises.

Section 5. BOX OFFICE AND TICKET SALES. The Licensee will be the exclusive provider of ticket sales and will provide ticket sales services through the following methods: online; by phone; in office; and through box office sales on the day of the Event. The Parks Department reserves the right to require up to twenty-five (20) promotional VIP tickets without charge.

The Licensee retains the right to make determination of ticket refunds for cause, which includes, but is not limited to, seats blocked by equipment when exchange for comparable location is not possible, failure of equipment or failure of performer(s) to go on stage within a reasonable time of the schedule provided by the Licensee. Further, the Parks Department shall have no responsibility for refunds of ticket sales, and the Licensee shall indemnify, hold the Parks Department harmless from any claims for refunds on ticket sales, provided, however gross receipts may be applied by the Parks Department to ticket refunds to the extent available in the event of cancellation or non-performance. At the conclusion of the Event, the Parks Department will provide the Licensee with a box office statement for tickets sold.

Section 6. PERFORMANCE SECURITY. The Licensee shall post a Performance Bond in form and substance satisfactory to Parks Department and in an amount equal to the maximum receipts anticipated from ticket sales. Such Performance Bond shall be certified check, bank letter of credit, or by a duly accredited bonding company, and must be received prior to the disbursement of any draw. The terms of such bond will protect the right to refunds of ticket holders and the right to indemnity of the Parks Department on claims for refunds of ticket holders. The Licensee may request a draw against net box office proceeds no more than 15 days prior to date of Event. For this specific event the maximum anticipated revenue is as follows:

_____ seats at \$ _____ = \$ _____

Section 7. CANCELLATION OR NONPERFORMANCE. In the event that the contracted Event is canceled, does not occur for any reason other than because of the sole decision of the Parks Department, or the Licensee fails to take possession of or use the Premises as herein agreed, the Licensee forfeits the security deposit, which will be retained by the Parks Department as liquidated damages, not a penalty reflecting the time and efforts

the Parks Department spent preparing for the Event. In addition, the Licensee agrees to promptly pay any expenses incurred by the Parks Department in connection with the Event as of the date of cancellation (including non-cancellable expenses) and to indemnify Parks Department for all claims for refunds by ticket holders.

Section 8. SET-UP AND PERFORMANCE. Upon execution of this Agreement, the sections of the Rider pertaining to the set-up and performance must be received by the Parks Department.

The Licensee is responsible for employing all required and optional services. Required services include the following: stage hands, electricians, sound technicians, ushers and spotlight operators. Optional services include assistance in the handling of baggage, scenery, supplies, or equipment of Licensee.

The Parks Department reserves the right to approve any person(s) employed or engaged by the Licensee for purpose of handling, using, or operating any and all sound and/or light equipment and facilities. If Licensee uses any equipment owned by the Parks Department, then the Licensee must hire qualified and experienced light and/or sound technician(s). All show power must be connected by either a Facility technician or a licensed electrician at the sole expense of the Licensee and as directed by Parks staff.

The Licensee agrees to remove from the Premises no later than 12:00 p.m. on the day following the Event all goods, wares, properties, costumes and all other equipment and merchandise belonging to and/or used by the Licensee in connection with its use of the Premises.

Section 9. SECURITY/POLICE. Security is required for every Event. The amount and extent of required security will be determined by the Parks Department. All costs and expenses of providing police officers will be the responsibility of the Licensee. Current rates for Noblesville Police Officers are \$40/hour/officer. Parks Department requires ESG Security to be used as the Private Security provider. All costs and expenses of providing security will be the responsibility of the Licensee.

The Parks Department reserves the right, through its manager or representative, to eject or cause to be ejected from the premises, any person or persons engaging in disruptive, belligerent or threatening conduct. Additionally, the Parks Department reserves the right to refuse admission to any person displaying the above behaviors or who appear intoxicated. This authority may be exercised through its manager, agents or police.

Section 10. CONTROL OF PREMISES. During the course of the Event, the Parks Department does not relinquish the right to control the management of the Premises. The Parks Department reserves the right, with proper identification and credentials, to enter the Premises and enforce all rules for the management and operation. Additionally, the Parks Department, through its designated representatives, may enter at any time for any reason and on any occasion (i.e. inclement weather). Further, if necessary, a fire inspector may be called by the Parks Department to inspect any Event at Licensee's expense.

When using the Premises, the Licensee shall not permit chairs or removable seats to be placed or remain in passageways, and will keep all passageways clear at all times.

Licensee, however, shall at its own expense, place watch people at exits or entrances as required by law or fire inspectors. At no time shall Licensee place its own or any additional locks on any portions of the Premises.

The Licensee agrees to immediately notify the Parks Department of any dangerous condition on the Premises upon discovery. The Licensee further agrees to protect all persons from injury or damage until such time as the condition is corrected. Licensee further agrees to warn all persons known to be upon the Premises of any and all dangers peculiar to Licensee's operation which are not known or obvious to such persons. Licensee shall indemnify and hold the Parks Department harmless for breach of this Section.

Section 11. DEFAACEMENT OF PREMISES. The Licensee shall not injure, mar, or deface the Premises in any way. This includes driving, or permit to be driven any nails, hooks, tacks, or screws in any part of the Premises, or make, or allow to be made, any alteration of any kind therein without specific approval in writing by the Parks Department. If the Premises is damaged, whether by an overt act or by negligence of the Licensee, or by the Licensee's agent, employee or employees, patrons or any person admitted to Premises by the Licensee, the Licensee will pay the Parks Department such sum as the Parks Department deems necessary to restore the Premises to its prior condition. The Licensee hereby assumes full responsibility for the character, acts and conduct of all persons including its patrons, agents, or employees, admitted to the Premises by the consent of said Licensee, or by or with the consent of Licensee's employees or agents. The Licensee agrees to hold Parks Department harmless from any claim for damages because of the acts or neglect of any such persons.

Section 12. ALCOHOLIC BEVERAGES. The Licensee shall not permit any alcoholic beverages to be brought onto the Premises except by the licensed house alcohol provider as determined by the Parks Department.

Section 13. CONCESSIONS. Concessions and food vendors will be sought after and booked by the Parks Department. The Licensee shall receive no monies from food vendors.

Section 14. LIMITATION OF LIABILITY. In no event shall the Parks Department's liability in connection with this Agreement exceed the amount of money actually paid to the Parks Department pursuant to this Agreement, regardless of type or theory of claims or damages.

Section 15. PROGRAMS, SOUVENIRS AND MERCHANDISE. The Licensee shall have the sole right to print and sell programs, souvenirs, and merchandise for the Event on its own behalf or as represented by contracted talent. The Parks Department may distribute brochures provided by Licensee to ticket buyers and may collaborate with the Licensee in cross-promoting the Event in a manner determined by the Parks Department in its sole discretion. The Licensee shall pay all expenses in connection with on-site sales. Licensee shall pay Parks Department a fee of 20% of gross sales for non-recorded merchandise and 10% of gross sales for recorded merchandise payable upon the completion of the Event.

Section 16. LIABILITY INSURANCE. The Licensee, at its sole expense, shall obtain, maintain, and provide proof at all times during this Agreement a \$2,000,000 general liability insurance policy coverage for bodily injury and property damage claims covering the Event and provide a Certificate of Insurance (“COI”) naming the City of Noblesville, the Noblesville Parks & Recreation Board and the Noblesville Parks & Recreation Department as “additional insured” and specifying the name of the event performer, date, time and venue. The COI is due at the time of the execution of this Agreement. To obtain a COI, contact your organization’s liability insurance agent. The COI must be acceptable to the Parks Department in form and substance and must be received 30 days prior to the Event.

Section 17. ASSUMPTION OF RISK. Licensee hereby knowingly and freely assumes all risks, seen and unforeseen, in connection with the Event anywhere on the Premises for any harm, injury or damage to Licensee, its officers, employees, agents, invitees, customers and guests and all risk of loss to its property or equipment. Licensee assumes all responsibility for supervising its officers, employees, agents, invitees, customers and guests while they are on the Premises.

Section 18. HOLD HARMLESS. The Licensee agrees to indemnify, defend and hold Parks Department, agents, volunteers and employees harmless from and against any and all claims, liability, damages, loss and expenses (including attorney’s fees, court costs, and consequential damages) resulting from claims for bodily injury or property damage arising out of the use of the facility by the Licensee, the Licensee’s guests or invites. The obligation contained in this section shall survive the expiration of this Agreement.

Section 19. COMPLIANCE WITH LAWS. The Licensee agrees to comply with all applicable federal, state and local laws, rules, regulations and ordinances and all provisions required thereby, whether now existing or hereafter enacted, which are included and incorporated by reference herein, in the design, development and construction of the Project, in the management and operation of the Facility, in the community outreach programs and activities, and in Licensee’s performance under this Agreement.

Pursuant to I.C. 22-9-1-10 and the Civil Rights Act of 1964, Licensee shall not discriminate against any employee or applicant for employment, to be employed in the performance of this Agreement, with respect to the hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment, because of such person’s race, color, religion, sex, disability, national origin, handicap or ancestry. Breach of this covenant may be regarded as a material breach of this Agreement.

The Licensee affirms under the penalties of perjury that the Licensee does not knowingly employ an unauthorized alien. The Licensee affirms under the penalties of perjury that the Licensee has enrolled and is participating in the E-Verify program as defined in IC 22-5-1.7-3. The Licensee agrees to provide documentation to the State of Indiana that the Licensee has enrolled and is participating in the E-Verify program. Additionally, the Licensee is not required to participate if the Licensee is self-employed and does not employ any employees. The City may terminate for default if the Licensee fails to cure a breach of this provision no later than thirty (30) days after being notified by the City.

If the Licensee fails to correct any violation of law, the Parks Department shall have the right to terminate the Agreement and immediately cancel the Event. Under this

circumstance, the Parks Department will not be required to refund patrons their admission fee or for any loss that may be sustained by the Licensee, its agents or employees.

The Licensee also agrees to comply with the local noise ordinance listed below.

§ 93.20 APPLICABILITY.

This subchapter shall apply to all persons, corporations, entities, and landholders who are within the boundaries of the properties described in the legal description provided in Exhibit "A" of Ordinance 40-5-03.

(Ord. 40-5-03, passed 6-10-03; Am. Ord. 43-11-12, passed 11-27-12)

§ 93.21 DEFINITIONS.

For the purpose of this subchapter, the following definitions shall apply unless the context clearly requires or indicates a different meaning. All terminology used in this subchapter, not defined below, shall be in conformance with applicable publications of the American National Standards Institute (ANSI).

"A-WEIGHTED SOUND LEVEL." The sound pressure level in decibels as measured on a sound level meter using the A-weighting network. The level so read is designated dB(A).

"AMBIENT NOISE LEVEL." The composite of noise from all sources near and far. In this context, the ambient noise level constitutes the normal or existing level of environmental noise at a given location when sound is not being electronically amplified at a location.

"EXCEEDANCE LEVELS L10 AND L1." The A-weighted sound levels which exceed 10% and 1%, respectively, of the specified measurement period.

"INTRUSIVE NOISE." That noise which intrudes over and above the existing ambient noise at a given location. The relative intrusiveness of a sound depends upon its amplitude, duration, frequency and time of occurrence, and tonal or information content as well as the prevailing ambient noise level.

"NOISE." Any sound which annoys or disturbs human beings or which causes or tends to cause an adverse psychological or physiological effect on human beings.

"SOUND AMPLIFICATION EQUIPMENT." Any device for the amplification of the human voice, music, instruments, or any other sound associated with mass assemblies.

"SOUND LEVEL METER." An instrument, including a microphone, an amplifier, an output meter or recording device, and frequency weighting network for the measurement of sound level, which satisfies the requirements for Type S2A meters, as set forth in the American National Standards Institute specifications for sound level meters, S1.4-1971, or the most recent revision thereof.

(Ord. 40-5-03, passed 6-10-03; Am. Ord. 43-11-12, passed 11-27-12)

§ 93.22 PROHIBITED ACTIVITIES.

(A) It shall be unlawful for any person, corporation, entity, or landowner within the land area specified in § 93.20 to cause or permit any person, machine, electronic device, or any other means of generation of sound to be generated, which causes sound levels to exceed the levels prohibited by this subchapter.

(B) No person, corporation, entity, or landowner shall permit any noise to be generated or produced which exceeds 75 dB/A for more than two minutes per hour, measured at a point no closer than one-half mile from the boundary of the property line from which the sound is generated.

(C) It shall be unlawful for any person, corporation, entity, or landowner to generate or permit the generation of sound from their property through electronic amplification at a level above 25 dB/A above ambient noise level for more than two minutes per hour at the property line where the sound is generated between the hours of 11:00 p.m. to 9:00 a.m., daily from Sunday evening through Friday morning and from 11:30 p.m. to 9:00 a.m., daily from Friday evening through Sunday morning.

(D) No person shall play, use or operate any machine or device for the producing or reproducing of sound, including, but not limited to, loudspeakers, radios, CD players, television sets, musical instruments, phonographs, cassette players or any other machine designed or intended to produce or reproduce sound, nor operate any motor vehicle that contains a modified or defective exhaust system, if such machine, device or vehicle is located in or on any of the following:

(1) Any public property, including any public right-of-way, highway, building, sidewalk, public space, park or thoroughfare and the sound generated therefrom is: (1) clearly audible 40 feet or more from its source; or (2) is at a level of 90 decibels (90dB) or more when measured from a distance of not less than six feet from its source; or

(2) Any private property and the sound generated therefrom is: (1) clearly audible 40 feet or more outside of said private property line; or (2) is at a level of 90 decibels (90dB) or more when measured from a distance of not less than six feet from the private property line.

(Ord. 40-5-03, passed 6-10-03; Am. Ord. 42-12-99, passed 12-27-99; Am. Ord. 43-11-12, passed 11-27-12)

§ 93.23 VIOLATIONS.

(A) Citations for violations of this subchapter may be issued by any sworn member of the Police Department. Any person who violates the provisions of this subchapter shall be guilty of an infraction, punishable by a fine of not more than:

(1) First offense: Up to \$250.

(2) Second offense within two years: Up to \$500.

(3) Third offense within two years: Up to \$1,000.

(4) Fourth and subsequent offenses within two years: Up to \$2,500.

(B) The City Court shall be the court of proper venue and jurisdiction for the enforcement of this subchapter. Citations for violations of this subchapter shall be issued by a sworn member of the Police Department. Citations for violations of §§ 93.22 and 93.24 may be issued by any sworn member of the Police Department and upon property operated by the Noblesville Schools by a sworn special police officer appointed under I.C. 36-8-3-7. Any fine imposed by this subchapter may be suspended if the court finds that the violation was the result of natural causes or circumstances beyond the control of the person charged with the violation of this subchapter.

(Ord. 40-5-03, passed 6-10-03; Am. Ord. 42-12-99, passed 12-27-99; Am. Ord. 43-11-12, passed 11-27-12)

§ 93.24 EXEMPTIONS.

The following are exempted from the provisions of this chapter:

(A) Sounds emitted from authorized emergency vehicles.

(B) Lawn mowers, garden tractors, construction equipment, and power tools, when properly muffled, between the hours of 7:00 a.m. and 10:00 p.m. only.

(C) Burglar alarms and other warning devices when properly installed, providing the cause for such alarm or warning device sound is investigated and turned off within a reasonable period of time.

(D) Parades, festivals, carnivals, fairs, celebrations, concerts, artistic performances or other events authorized by the Board of Public Works and Safety or another appropriate governmental entity.

(E) Attendant noise connected with the actual performance of athletic or sporting events and practices related thereto.

(F) The emission of sound for the purposes of alerting persons to the existence of an emergency, or for the performance of emergency work.

(G) Sounds associated with the use of legal fireworks.

(H) Sounds associated with the use of an approved public safety training facility between the hours of 7:00 a.m. and 10:00 p.m.

(I) Sounds associated with the normal conduct of legally established non-transient businesses when such sounds are customary, incidental and within the normal range appropriate for such use.

(Ord. 42-12-99, passed 12-27-99; Am. Ord. 43-11-12, passed 11-27-12)

Section 20. LICENSEE PROPERTY. The Parks Department assumes no responsibility for any personal property of the Licensee, and the Parks Department is hereby expressly relieved and discharged from any and all liability for any loss, injury or damage to persons or property that may be sustained by reason of occupancy of the Premises or any part thereof under this Agreement. All watchmen or other protective service (other than security provided in Section 9) must be arranged for by special agreement with Parks Department or independently by the Licensee.

Section 21. COPYRIGHT COMPLIANCE. The Licensee shall assume and be solely responsible for all costs, including required license fees, arising from the use of patented, trademarked, franchised or copyrighted music, material, devices, processes or dramatic rights, used in connection with or incorporated in the Event. Licensee shall indemnify, defend and hold Parks Department harmless from and against any losses, claims, damages, awards, penalties, injuries, or expenses incurred (including attorney's fees, court costs, and consequential damages) which arise from any third-party claim of an alleged infringement of copyright or any other violation of property rights arising out of the Event.

Section 22. ASSIGNMENT. The Licensee shall not assign any interest in this License Agreement or otherwise transfer or sublicense the Premises or any part thereof or permit the use of the Premises to any party other than the party Licensee has contracted with, without written consent of the Parks Department.

Section 23. FORCE MAJEURE. If the Premises are rendered unsuitable for the conduct of the Event by reason of Force Majeure, Parks Department and Licensee are released from their obligations as they pertain to the Event. "Force Majeure" shall mean fire or other casualty, earthquake, flood, act of God, epidemic or pandemic, strikes, work stoppages, or other labor disturbance, riots or civil commotions, war or other act of any foreign nation, power of government, or any other cause like or unlike any cause mentioned which is beyond the control of the Parks Department.

Section 24. GOVERNING LAW. This Agreement shall be governed by the laws of the state of Indiana. Licensee agrees that any dispute arising from or related to this Agreement shall be litigated in the state or federal courts having jurisdiction in Hamilton County, Indiana.

Section 25. DEFAULT. Should the Licensee default in the performance of any of the terms and conditions of this Agreement, the facility manager or the Parks Department may terminate the same, in which event the Licensee shall be liable for the full amount of the rent provided herein. Any deposit made by Licensee shall be retained by Parks Department and considered as liquidated damages.

Section 26. SEVERABILITY. If any provision of this Agreement shall be held or deemed to be inoperative, for whatever reason, by a court of competent jurisdiction, such circumstance shall not have the effect of rendering any other provisions contained herein invalid, inoperative or unenforceable to any extent whatsoever. The invalidity of any one or more phrases, sentences, clauses or paragraphs contained in this Agreement shall not affect the remaining portions of this Agreement or any part thereof.

Section 26. MISCELLANEOUS. Any matters not herein expressly provided for shall be in the discretion of the Park Board or the Parks Department, and shall be in writing before effective, signed by each party to this Agreement and attached hereto as an Addendum. This Agreement covers the entire agreement between the Parties and shall be conclusive as to all terms addressed.

IN WITNESS WHEREOF, the Parties hereby execute this License Agreement as of the date and year first above written.

LICENSEE

Noblesville Parks Board

By: _____
Address: _____
City: _____
State: _____
Phone: _____
Email: _____

By: _____
Steve Rogers, President

701 Cicero Road
Noblesville, IN 46060
Phone: (317) 776-6350



Your Vacation in Town!



**NOBLESVILLE PARKS AND RECREATION DEPARTMENT
FACILITY LICENSE AGREEMENT FOR USE OF FEDERAL HILL COMMONS**

This Facility License Agreement (“Agreement”) for use of Federal Hill Commons is made and entered into this ____ day of _____, 20__ by and between the City of Noblesville, Indiana, by its Park Board with its principal office located at 701 Cicero Road, Noblesville, Indiana 46060, and through its designated representative, hereinafter designated (“Parks Department”), and **American Offroad Music Festival**, hereinafter designated (“Licensee”), collectively referred to as (“Parties”).

The Parties hereto, intending to be legally bound, and in consideration of the mutual covenants hereinafter contained, agree as follows:

Section 1. SCHEDULE. Parks Department grants Licensee a temporarily license to use, occupy and hold a performance or event, as described in Exhibit A (“Event”) at Federal Hill Commons located at 175 West Logan Street, Noblesville, Indiana 46060, and its appurtenant facilities (“Premises”), commencing at **8:00 AM on Friday, July 13, 2018 for a performance by Uncle Kracker.**

Section 2. FEES AND EXPENSES. As consideration for the license granted hereby, the Licensee shall pay the Parks Department a usage fee of **\$4,000** for the venue and **\$500** for The Green Room (Bank Building). In addition to the usage fee, the Licensee shall pay Parks Department **\$500** for staff coverage and a house cleaning fee for a total of **\$5,000.**

Prior to the Event, the Parks Department will complete an estimated expense statement with the Licensee, as set forth in Rider 1, Exhibit B. This estimate is for planning purposes only and all expenses will be charged at actual rates incurred.

Section 3. SECURITY DEPOSIT. Upon execution of this Agreement, the Licensee shall pay a cash security deposit in the amount of **\$500.00** to the Parks Department as a guaranty against damages to the Premises and surrounding areas caused by performers and patrons. Upon breach of this Agreement, including without limitation a failure to return the Premises to its original condition, the Parks Department may, at its option, use any or all of the security deposit for the payment of any amount which the Parks Department may in its reasonable estimate pay or become obligated to pay by reason of such breach, or to compensate the Parks Department for any loss or damage which the Parks Department may suffer by reason of such breach. If the Parks Department concludes that there is no breach, the security deposit or any balance shall be returned to Licensee with the net box office revenues disbursements within four (4) weeks after Licensee vacates the Premises.

Section 4. ACT CONTRACT. The Licensee warrants and represents to have a valid and properly executed contract with the performers whose services form the basis to use the Premises. The Licensee shall submit to the Parks Department a copy of said contract, including terms of payment, and all attachments, known in the industry as "performance Riders," which include technical and hospitality requirements, forty-five (45) days prior to the Event or at the time of the execution of this Agreement, at the discretion of the Parks Department.

The Parks Department retains the right to approve the Event under this Agreement. The Licensee understands that no Event shall be held if the Parks Department objects on the grounds that the Event is: offensive to public morals; the Event does not uphold to the advertising claims; or there is a violation of Event content restrictions agreed to by both Parties at the time of the execution of this Agreement. At no times shall lewd or indecent actions, conduct, language, pictures or portrayals be permitted by Licensee or its contracted performers on the Premises.

Section 5. BOX OFFICE AND TICKET SALES. The Licensee will be the exclusive provider of ticket sales and will provide ticket sales services through the following methods: online; by phone; in office; and through box office sales on the day of the Event. The Parks Department reserves the right to require up to twenty-five (20) promotional VIP tickets without charge.

The Licensee retains the right to make determination of ticket refunds for cause, which includes, but is not limited to, seats blocked by equipment when exchange for comparable location is not possible, failure of equipment or failure of performer(s) to go on stage within a reasonable time of the schedule provided by the Licensee. Further, the Parks Department shall have no responsibility for refunds of ticket sales, and the Licensee shall indemnify, hold the Parks Department harmless from any claims for refunds on ticket sales, provided, however gross receipts may be applied by the Parks Department to ticket refunds to the extent available in the event of cancellation or non-performance. At the conclusion of the Event, the Parks Department will provide the Licensee with a box office statement for tickets sold.

Section 6. PERFORMANCE SECURITY. The Licensee shall post a Performance Bond in form and substance satisfactory to Parks Department and in an amount equal to the maximum receipts anticipated from ticket sales. Such Performance Bond shall be certified check, bank letter of credit, or by a duly accredited bonding company, and must be received prior to the disbursement of any draw. The terms of such bond will protect the right to refunds of ticket holders and the right to indemnity of the Parks Department on claims for refunds of ticket holders. The Licensee may request a draw against net box office proceeds no more than 15 days prior to date of Event. For this specific event the maximum anticipated revenue is as follows:

_____ seats at \$ _____ = \$ _____

Section 7. CANCELLATION OR NONPERFORMANCE. In the event that the contracted Event is canceled, does not occur for any reason other than because of the sole decision of the Parks Department, or the Licensee fails to take possession of or use the Premises as herein agreed, the Licensee forfeits the security deposit, which will be retained by the Parks Department as liquidated damages, not a penalty reflecting the time and efforts

the Parks Department spent preparing for the Event. In addition, the Licensee agrees to promptly pay any expenses incurred by the Parks Department in connection with the Event as of the date of cancellation (including non-cancellable expenses) and to indemnify Parks Department for all claims for refunds by ticket holders.

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The Licensee is responsible for employing all required and optional services. Required services include the following: stage hands, electricians, sound technicians, ushers and spotlight operators. Optional services include assistance in the handling of baggage, scenery, supplies, or equipment of Licensee.

The Parks Department reserves the right to approve any person(s) employed or engaged by the Licensee for purpose of handling, using, or operating any and all sound and/or light equipment and facilities. If Licensee uses any equipment owned by the Parks Department, then the Licensee must hire qualified and experienced light and/or sound technician(s). All show power must be connected by either a Facility technician or a licensed electrician at the sole expense of the Licensee and as directed by Parks staff.

The Licensee agrees to remove from the Premises no later than 12:00 p.m. on the day following the Event all goods, wares, properties, costumes and all other equipment and merchandise belonging to and/or used by the Licensee in connection with its use of the Premises.

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When using the Premises, the Licensee shall not permit chairs or removable seats to be placed or remain in passageways, and will keep all passageways clear at all times.

Licensee, however, shall at its own expense, place watch people at exits or entrances as required by law or fire inspectors. At no time shall Licensee place its own or any additional locks on any portions of the Premises.

The Licensee agrees to immediately notify the Parks Department of any dangerous condition on the Premises upon discovery. The Licensee further agrees to protect all persons from injury or damage until such time as the condition is corrected. Licensee further agrees to warn all persons known to be upon the Premises of any and all dangers peculiar to Licensee's operation which are not known or obvious to such persons. Licensee shall indemnify and hold the Parks Department harmless for breach of this Section.

Section 11. DEFAACEMENT OF PREMISES. The Licensee shall not injure, mar, or deface the Premises in any way. This includes driving, or permit to be driven any nails, hooks, tacks, or screws in any part of the Premises, or make, or allow to be made, any alteration of any kind therein without specific approval in writing by the Parks Department. If the Premises is damaged, whether by an overt act or by negligence of the Licensee, or by the Licensee's agent, employee or employees, patrons or any person admitted to Premises by the Licensee, the Licensee will pay the Parks Department such sum as the Parks Department deems necessary to restore the Premises to its prior condition. The Licensee hereby assumes full responsibility for the character, acts and conduct of all persons including its patrons, agents, or employees, admitted to the Premises by the consent of said Licensee, or by or with the consent of Licensee's employees or agents. The Licensee agrees to hold Parks Department harmless from any claim for damages because of the acts or neglect of any such persons.

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Section 17. ASSUMPTION OF RISK. Licensee hereby knowingly and freely assumes all risks, seen and unforeseen, in connection with the Event anywhere on the Premises for any harm, injury or damage to Licensee, its officers, employees, agents, invitees, customers and guests and all risk of loss to its property or equipment. Licensee assumes all responsibility for supervising its officers, employees, agents, invitees, customers and guests while they are on the Premises.

Section 18. HOLD HARMLESS. The Licensee agrees to indemnify, defend and hold Parks Department, agents, volunteers and employees harmless from and against any and all claims, liability, damages, loss and expenses (including attorney's fees, court costs, and consequential damages) resulting from claims for bodily injury or property damage arising out of the use of the facility by the Licensee, the Licensee's guests or invites. The obligation contained in this section shall survive the expiration of this Agreement.

Section 19. COMPLIANCE WITH LAWS. The Licensee agrees to comply with all applicable federal, state and local laws, rules, regulations and ordinances and all provisions required thereby, whether now existing or hereafter enacted, which are included and incorporated by reference herein, in the design, development and construction of the Project, in the management and operation of the Facility, in the community outreach programs and activities, and in Licensee's performance under this Agreement.

Pursuant to I.C. '22-9-1-10 and the Civil Rights Act of 1964, Licensee shall not discriminate against any employee or applicant for employment, to be employed in the performance of this Agreement, with respect to the hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment, because of such person's race, color, religion, sex, disability, national origin, handicap or ancestry. Breach of this covenant may be regarded as a material breach of this Agreement.

The Licensee affirms under the penalties of perjury that the Licensee does not knowingly employ an unauthorized alien. The Licensee affirms under the penalties of perjury that the Licensee has enrolled and is participating in the E-Verify program as defined in IC 22-5-1.7-3. The Licensee agrees to provide documentation to the State of Indiana that the Licensee has enrolled and is participating in the E-Verify program. Additionally, the Licensee is not required to participate if the Licensee is self-employed and does not employ any employees. The City may terminate for default if the Licensee fails to cure a breach of this provision no later than thirty (30) days after being notified by the City.

If the Licensee fails to correct any violation of law, the Parks Department shall have the right to terminate the Agreement and immediately cancel the Event. Under this

circumstance, the Parks Department will not be required to refund patrons their admission fee or for any loss that may be sustained by the Licensee, its agents or employees.

The Licensee also agrees to comply with the local noise ordinance listed below.

§ 93.20 APPLICABILITY.

This subchapter shall apply to all persons, corporations, entities, and landholders who are within the boundaries of the properties described in the legal description provided in Exhibit "A" of Ordinance 40-5-03.

(Ord. 40-5-03, passed 6-10-03; Am. Ord. 43-11-12, passed 11-27-12)

§ 93.21 DEFINITIONS.

For the purpose of this subchapter, the following definitions shall apply unless the context clearly requires or indicates a different meaning. All terminology used in this subchapter, not defined below, shall be in conformance with applicable publications of the American National Standards Institute (ANSI).

"A-WEIGHTED SOUND LEVEL." The sound pressure level in decibels as measured on a sound level meter using the A-weighting network. The level so read is designated dB(A).

"AMBIENT NOISE LEVEL." The composite of noise from all sources near and far. In this context, the ambient noise level constitutes the normal or existing level of environmental noise at a given location when sound is not being electronically amplified at a location.

"EXCEEDANCE LEVELS L10 AND L1." The A-weighted sound levels which exceed 10% and 1%, respectively, of the specified measurement period.

"INTRUSIVE NOISE." That noise which intrudes over and above the existing ambient noise at a given location. The relative intrusiveness of a sound depends upon its amplitude, duration, frequency and time of occurrence, and tonal or information content as well as the prevailing ambient noise level.

"NOISE." Any sound which annoys or disturbs human beings or which causes or tends to cause an adverse psychological or physiological effect on human beings.

"SOUND AMPLIFICATION EQUIPMENT." Any device for the amplification of the human voice, music, instruments, or any other sound associated with mass assemblies.

"SOUND LEVEL METER." An instrument, including a microphone, an amplifier, an output meter or recording device, and frequency weighting network for the measurement of sound level, which satisfies the requirements for Type S2A meters, as set forth in the American National Standards Institute specifications for sound level meters, S1.4-1971, or the most recent revision thereof.

(Ord. 40-5-03, passed 6-10-03; Am. Ord. 43-11-12, passed 11-27-12)

§ 93.22 PROHIBITED ACTIVITIES.

(A) It shall be unlawful for any person, corporation, entity, or landowner within the land area specified in § 93.20 to cause or permit any person, machine, electronic device, or any other means of generation of sound to be generated, which causes sound levels to exceed the levels prohibited by this subchapter.

(B) No person, corporation, entity, or landowner shall permit any noise to be generated or produced which exceeds 75 dB/A for more than two minutes per hour, measured at a point no closer than one-half mile from the boundary of the property line from which the sound is generated.

(C) It shall be unlawful for any person, corporation, entity, or landowner to generate or permit the generation of sound from their property through electronic amplification at a level above 25 dB/A above ambient noise level for more than two minutes per hour at the property line where the sound is generated between the hours of 11:00 p.m. to 9:00 a.m., daily from Sunday evening through Friday morning and from 11:30 p.m. to 9:00 a.m., daily from Friday evening through Sunday morning.

(D) No person shall play, use or operate any machine or device for the producing or reproducing of sound, including, but not limited to, loudspeakers, radios, CD players, television sets, musical instruments, phonographs, cassette players or any other machine designed or intended to produce or reproduce sound, nor operate any motor vehicle that contains a modified or defective exhaust system, if such machine, device or vehicle is located in or on any of the following:

(1) Any public property, including any public right-of-way, highway, building, sidewalk, public space, park or thoroughfare and the sound generated therefrom is: (1) clearly audible 40 feet or more from its source; or (2) is at a level of 90 decibels (90dB) or more when measured from a distance of not less than six feet from its source; or

(2) Any private property and the sound generated therefrom is: (1) clearly audible 40 feet or more outside of said private property line; or (2) is at a level of 90 decibels (90dB) or more when measured from a distance of not less than six feet from the private property line.

(Ord. 40-5-03, passed 6-10-03; Am. Ord. 42-12-99, passed 12-27-99; Am. Ord. 43-11-12, passed 11-27-12)

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(A) Citations for violations of this subchapter may be issued by any sworn member of the Police Department. Any person who violates the provisions of this subchapter shall be guilty of an infraction, punishable by a fine of not more than:

(1) First offense: Up to \$250.

(2) Second offense within two years: Up to \$500.

(3) Third offense within two years: Up to \$1,000.

(4) Fourth and subsequent offenses within two years: Up to \$2,500.

(B) The City Court shall be the court of proper venue and jurisdiction for the enforcement of this subchapter. Citations for violations of this subchapter shall be issued by a sworn member of the Police Department. Citations for violations of §§ 93.22 and 93.24 may be issued by any sworn member of the Police Department and upon property operated by the Noblesville Schools by a sworn special police officer appointed under I.C. 36-8-3-7. Any fine imposed by this subchapter may be suspended if the court finds that the violation was the result of natural causes or circumstances beyond the control of the person charged with the violation of this subchapter.

(Ord. 40-5-03, passed 6-10-03; Am. Ord. 42-12-99, passed 12-27-99; Am. Ord. 43-11-12, passed 11-27-12)

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The following are exempted from the provisions of this chapter:

(A) Sounds emitted from authorized emergency vehicles.

(B) Lawn mowers, garden tractors, construction equipment, and power tools, when properly muffled, between the hours of 7:00 a.m. and 10:00 p.m. only.

(C) Burglar alarms and other warning devices when properly installed, providing the cause for such alarm or warning device sound is investigated and turned off within a reasonable period of time.

(D) Parades, festivals, carnivals, fairs, celebrations, concerts, artistic performances or other events authorized by the Board of Public Works and Safety or another appropriate governmental entity.

(E) Attendant noise connected with the actual performance of athletic or sporting events and practices related thereto.

(F) The emission of sound for the purposes of alerting persons to the existence of an emergency, or for the performance of emergency work.

(G) Sounds associated with the use of legal fireworks.

(H) Sounds associated with the use of an approved public safety training facility between the hours of 7:00 a.m. and 10:00 p.m.

(I) Sounds associated with the normal conduct of legally established non-transient businesses when such sounds are customary, incidental and within the normal range appropriate for such use.

(Ord. 42-12-99, passed 12-27-99; Am. Ord. 43-11-12, passed 11-27-12)

Section 20. LICENSEE PROPERTY. The Parks Department assumes no responsibility for any personal property of the Licensee, and the Parks Department is hereby expressly relieved and discharged from any and all liability for any loss, injury or damage to persons or property that may be sustained by reason of occupancy of the Premises or any part thereof under this Agreement. All watchmen or other protective service (other than security provided in Section 9) must be arranged for by special agreement with Parks Department or independently by the Licensee.

Section 21. COPYRIGHT COMPLIANCE. The Licensee shall assume and be solely responsible for all costs, including required license fees, arising from the use of patented, trademarked, franchised or copyrighted music, material, devices, processes or dramatic rights, used in connection with or incorporated in the Event. Licensee shall indemnify, defend and hold Parks Department harmless from and against any losses, claims, damages, awards, penalties, injuries, or expenses incurred (including attorney's fees, court costs, and consequential damages) which arise from any third-party claim of an alleged infringement of copyright or any other violation of property rights arising out of the Event.

Section 22. ASSIGNMENT. The Licensee shall not assign any interest in this License Agreement or otherwise transfer or sublicense the Premises or any part thereof or permit the use of the Premises to any party other than the party Licensee has contracted with, without written consent of the Parks Department.

Section 23. FORCE MAJEURE. If the Premises are rendered unsuitable for the conduct of the Event by reason of Force Majeure, Parks Department and Licensee are released from their obligations as they pertain to the Event. "Force Majeure" shall mean fire or other casualty, earthquake, flood, act of God, epidemic or pandemic, strikes, work stoppages, or other labor disturbance, riots or civil commotions, war or other act of any foreign nation, power of government, or any other cause like or unlike any cause mentioned which is beyond the control of the Parks Department.

Section 24. GOVERNING LAW. This Agreement shall be governed by the laws of the state of Indiana. Licensee agrees that any dispute arising from or related to this Agreement shall be litigated in the state or federal courts having jurisdiction in Hamilton County, Indiana.

Section 25. DEFAULT. Should the Licensee default in the performance of any of the terms and conditions of this Agreement, the facility manager or the Parks Department may terminate the same, in which event the Licensee shall be liable for the full amount of the rent provided herein. Any deposit made by Licensee shall be retained by Parks Department and considered as liquidated damages.

Section 26. SEVERABILITY. If any provision of this Agreement shall be held or deemed to be inoperative, for whatever reason, by a court of competent jurisdiction, such circumstance shall not have the effect of rendering any other provisions contained herein invalid, inoperative or unenforceable to any extent whatsoever. The invalidity of any one or more phrases, sentences, clauses or paragraphs contained in this Agreement shall not affect the remaining portions of this Agreement or any part thereof.

Section 26. MISCELLANEOUS. Any matters not herein expressly provided for shall be in the discretion of the Park Board or the Parks Department, and shall be in writing before effective, signed by each party to this Agreement and attached hereto as an Addendum. This Agreement covers the entire agreement between the Parties and shall be conclusive as to all terms addressed.

IN WITNESS WHEREOF, the Parties hereby execute this License Agreement as of the date and year first above written.

LICENSEE

Noblesville Parks Board

By: _____
Address: _____
City: _____
State: _____
Phone: _____
Email: _____

By: _____
Steve Rogers, President

701 Cicero Road
Noblesville, IN 46060
Phone: (317) 776-6350



Your Vacation in Town!



**NOBLESVILLE PARKS AND RECREATION DEPARTMENT
FACILITY LICENSE AGREEMENT FOR USE OF FEDERAL HILL COMMONS**

This Facility License Agreement (“Agreement”) for use of Federal Hill Commons is made and entered into this ____ day of _____, 20__ by and between the City of Noblesville, Indiana, by its Park Board with its principal office located at 701 Cicero Road, Noblesville, Indiana 46060, and through its designated representative, hereinafter designated (“Parks Department”), and **American Offroad Music Festival**, hereinafter designated (“Licensee”), collectively referred to as (“Parties”).

The Parties hereto, intending to be legally bound, and in consideration of the mutual covenants hereinafter contained, agree as follows:

Section 1. SCHEDULE. Parks Department grants Licensee a temporarily license to use, occupy and hold a performance or event, as described in Exhibit A (“Event”) at Federal Hill Commons located at 175 West Logan Street, Noblesville, Indiana 46060, and its appurtenant facilities (“Premises”), commencing at **8:00 AM on Thursday, July 19, 2018 for a performance by Billy Currington.**

Section 2. FEES AND EXPENSES. As consideration for the license granted hereby, the Licensee shall pay the Parks Department a usage fee of \$4,000.00 for the venue and \$500 for The Green Room (Bank Building). In addition to the usage fee, the Licensee shall pay Parks Department \$500 for staff coverage and a house cleaning fee for a total of \$5,000.

Prior to the Event, the Parks Department will complete an estimated expense statement with the Licensee, as set forth in Rider 1, Exhibit B. This estimate is for planning purposes only and all expenses will be charged at actual rates incurred.

Section 3. SECURITY DEPOSIT. Upon execution of this Agreement, the Licensee shall pay a cash security deposit in the amount of \$500.00 to the Parks Department as a guaranty against damages to the Premises and surrounding areas caused by performers and patrons. Upon breach of this Agreement, including without limitation a failure to return the Premises to its original condition, the Parks Department may, at its option, use any or all of the security deposit for the payment of any amount which the Parks Department may in its reasonable estimate pay or become obligated to pay by reason of such breach, or to compensate the Parks Department for any loss or damage which the Parks Department may suffer by reason of such breach. If the Parks Department concludes that there is no breach, the security deposit or any balance shall be returned to Licensee with the net box office revenues disbursements within four (4) weeks after Licensee vacates the Premises.

Section 4. ACT CONTRACT. The Licensee warrants and represents to have a valid and properly executed contract with the performers whose services form the basis to use the Premises. The Licensee shall submit to the Parks Department a copy of said contract, including terms of payment, and all attachments, known in the industry as "performance Riders," which include technical and hospitality requirements, forty-five (45) days prior to the Event or at the time of the execution of this Agreement, at the discretion of the Parks Department.

The Parks Department retains the right to approve the Event under this Agreement. The Licensee understands that no Event shall be held if the Parks Department objects on the grounds that the Event is: offensive to public morals; the Event does not uphold to the advertising claims; or there is a violation of Event content restrictions agreed to by both Parties at the time of the execution of this Agreement. At no times shall lewd or indecent actions, conduct, language, pictures or portrayals be permitted by Licensee or its contracted performers on the Premises.

Section 5. BOX OFFICE AND TICKET SALES. The Licensee will be the exclusive provider of ticket sales and will provide ticket sales services through the following methods: online; by phone; in office; and through box office sales on the day of the Event. The Parks Department reserves the right to require up to twenty-five (20) promotional VIP tickets without charge.

The Licensee retains the right to make determination of ticket refunds for cause, which includes, but is not limited to, seats blocked by equipment when exchange for comparable location is not possible, failure of equipment or failure of performer(s) to go on stage within a reasonable time of the schedule provided by the Licensee. Further, the Parks Department shall have no responsibility for refunds of ticket sales, and the Licensee shall indemnify, hold the Parks Department harmless from any claims for refunds on ticket sales, provided, however gross receipts may be applied by the Parks Department to ticket refunds to the extent available in the event of cancellation or non-performance. At the conclusion of the Event, the Parks Department will provide the Licensee with a box office statement for tickets sold.

Section 6. PERFORMANCE SECURITY. The Licensee shall post a Performance Bond in form and substance satisfactory to Parks Department and in an amount equal to the maximum receipts anticipated from ticket sales. Such Performance Bond shall be certified check, bank letter of credit, or by a duly accredited bonding company, and must be received prior to the disbursement of any draw. The terms of such bond will protect the right to refunds of ticket holders and the right to indemnity of the Parks Department on claims for refunds of ticket holders. The Licensee may request a draw against net box office proceeds no more than 15 days prior to date of Event. For this specific event the maximum anticipated revenue is as follows:

_____ seats at \$ _____ = \$ _____

Section 7. CANCELLATION OR NONPERFORMANCE. In the event that the contracted Event is canceled, does not occur for any reason other than because of the sole decision of the Parks Department, or the Licensee fails to take possession of or use the Premises as herein agreed, the Licensee forfeits the security deposit, which will be retained by the Parks Department as liquidated damages, not a penalty reflecting the time and efforts

the Parks Department spent preparing for the Event. In addition, the Licensee agrees to promptly pay any expenses incurred by the Parks Department in connection with the Event as of the date of cancellation (including non-cancellable expenses) and to indemnify Parks Department for all claims for refunds by ticket holders.

Section 8. SET-UP AND PERFORMANCE. Upon execution of this Agreement, the sections of the Rider pertaining to the set-up and performance must be received by the Parks Department.

The Licensee is responsible for employing all required and optional services. Required services include the following: stage hands, electricians, sound technicians, ushers and spotlight operators. Optional services include assistance in the handling of baggage, scenery, supplies, or equipment of Licensee.

The Parks Department reserves the right to approve any person(s) employed or engaged by the Licensee for purpose of handling, using, or operating any and all sound and/or light equipment and facilities. If Licensee uses any equipment owned by the Parks Department, then the Licensee must hire qualified and experienced light and/or sound technician(s). All show power must be connected by either a Facility technician or a licensed electrician at the sole expense of the Licensee and as directed by Parks staff.

The Licensee agrees to remove from the Premises no later than 12:00 p.m. on the day following the Event all goods, wares, properties, costumes and all other equipment and merchandise belonging to and/or used by the Licensee in connection with its use of the Premises.

Section 9. SECURITY/POLICE. Security is required for every Event. The amount and extent of required security will be determined by the Parks Department. All costs and expenses of providing police officers will be the responsibility of the Licensee. Current rates for Noblesville Police Officers are \$40/hour/officer. Parks Department requires ESG Security to be used as the Private Security provider. All costs and expenses of providing security will be the responsibility of the Licensee.

The Parks Department reserves the right, through its manager or representative, to eject or cause to be ejected from the premises, any person or persons engaging in disruptive, belligerent or threatening conduct. Additionally, the Parks Department reserves the right to refuse admission to any person displaying the above behaviors or who appear intoxicated. This authority may be exercised through its manager, agents or police.

Section 10. CONTROL OF PREMISES. During the course of the Event, the Parks Department does not relinquish the right to control the management of the Premises. The Parks Department reserves the right, with proper identification and credentials, to enter the Premises and enforce all rules for the management and operation. Additionally, the Parks Department, through its designated representatives, may enter at any time for any reason and on any occasion (i.e. inclement weather). Further, if necessary, a fire inspector may be called by the Parks Department to inspect any Event at Licensee's expense.

When using the Premises, the Licensee shall not permit chairs or removable seats to be placed or remain in passageways, and will keep all passageways clear at all times.

Licensee, however, shall at its own expense, place watch people at exits or entrances as required by law or fire inspectors. At no time shall Licensee place its own or any additional locks on any portions of the Premises.

The Licensee agrees to immediately notify the Parks Department of any dangerous condition on the Premises upon discovery. The Licensee further agrees to protect all persons from injury or damage until such time as the condition is corrected. Licensee further agrees to warn all persons known to be upon the Premises of any and all dangers peculiar to Licensee's operation which are not known or obvious to such persons. Licensee shall indemnify and hold the Parks Department harmless for breach of this Section.

Section 11. DEFACEMENT OF PREMISES. The Licensee shall not injure, mar, or deface the Premises in any way. This includes driving, or permit to be driven any nails, hooks, tacks, or screws in any part of the Premises, or make, or allow to be made, any alteration of any kind therein without specific approval in writing by the Parks Department. If the Premises is damaged, whether by an overt act or by negligence of the Licensee, or by the Licensee's agent, employee or employees, patrons or any person admitted to Premises by the Licensee, the Licensee will pay the Parks Department such sum as the Parks Department deems necessary to restore the Premises to its prior condition. The Licensee hereby assumes full responsibility for the character, acts and conduct of all persons including its patrons, agents, or employees, admitted to the Premises by the consent of said Licensee, or by or with the consent of Licensee's employees or agents. The Licensee agrees to hold Parks Department harmless from any claim for damages because of the acts or neglect of any such persons.

Section 12. ALCOHOLIC BEVERAGES. The Licensee shall not permit any alcoholic beverages to be brought onto the Premises except by the licensed house alcohol provider as determined by the Parks Department.

Section 13. CONCESSIONS. Concessions and food vendors will be sought after and booked by the Parks Department. The Licensee shall receive no monies from food vendors.

Section 14. LIMITATION OF LIABILITY. In no event shall the Parks Department's liability in connection with this Agreement exceed the amount of money actually paid to the Parks Department pursuant to this Agreement, regardless of type or theory of claims or damages.

Section 15. PROGRAMS, SOUVENIRS AND MERCHANDISE. The Licensee shall have the sole right to print and sell programs, souvenirs, and merchandise for the Event on its own behalf or as represented by contracted talent. The Parks Department may distribute brochures provided by Licensee to ticket buyers and may collaborate with the Licensee in cross-promoting the Event in a manner determined by the Parks Department in its sole discretion. The Licensee shall pay all expenses in connection with on-site sales. Licensee shall pay Parks Department a fee of 20% of gross sales for non-recorded merchandise and 10% of gross sales for recorded merchandise payable upon the completion of the Event.

Section 16. LIABILITY INSURANCE. The Licensee, at its sole expense, shall obtain, maintain, and provide proof at all times during this Agreement a \$2,000,000 general liability insurance policy coverage for bodily injury and property damage claims covering the Event and provide a Certificate of Insurance (“COI”) naming the City of Noblesville, the Noblesville Parks & Recreation Board and the Noblesville Parks & Recreation Department as “additional insured” and specifying the name of the event performer, date, time and venue. The COI is due at the time of the execution of this Agreement. To obtain a COI, contact your organization’s liability insurance agent. The COI must be acceptable to the Parks Department in form and substance and must be received 30 days prior to the Event.

Section 17. ASSUMPTION OF RISK. Licensee hereby knowingly and freely assumes all risks, seen and unforeseen, in connection with the Event anywhere on the Premises for any harm, injury or damage to Licensee, its officers, employees, agents, invitees, customers and guests and all risk of loss to its property or equipment. Licensee assumes all responsibility for supervising its officers, employees, agents, invitees, customers and guests while they are on the Premises.

Section 18. HOLD HARMLESS. The Licensee agrees to indemnify, defend and hold Parks Department, agents, volunteers and employees harmless from and against any and all claims, liability, damages, loss and expenses (including attorney’s fees, court costs, and consequential damages) resulting from claims for bodily injury or property damage arising out of the use of the facility by the Licensee, the Licensee’s guests or invites. The obligation contained in this section shall survive the expiration of this Agreement.

Section 19. COMPLIANCE WITH LAWS. The Licensee agrees to comply with all applicable federal, state and local laws, rules, regulations and ordinances and all provisions required thereby, whether now existing or hereafter enacted, which are included and incorporated by reference herein, in the design, development and construction of the Project, in the management and operation of the Facility, in the community outreach programs and activities, and in Licensee’s performance under this Agreement.

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(1) Any public property, including any public right-of-way, highway, building, sidewalk, public space, park or thoroughfare and the sound generated therefrom is: (1) clearly audible 40 feet or more from its source; or (2) is at a level of 90 decibels (90dB) or more when measured from a distance of not less than six feet from its source; or

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(E) Attendant noise connected with the actual performance of athletic or sporting events and practices related thereto.

(F) The emission of sound for the purposes of alerting persons to the existence of an emergency, or for the performance of emergency work.

(G) Sounds associated with the use of legal fireworks.

(H) Sounds associated with the use of an approved public safety training facility between the hours of 7:00 a.m. and 10:00 p.m.

(I) Sounds associated with the normal conduct of legally established non-transient businesses when such sounds are customary, incidental and within the normal range appropriate for such use.

(Ord. 42-12-99, passed 12-27-99; Am. Ord. 43-11-12, passed 11-27-12)

Section 20. LICENSEE PROPERTY. The Parks Department assumes no responsibility for any personal property of the Licensee, and the Parks Department is hereby expressly relieved and discharged from any and all liability for any loss, injury or damage to persons or property that may be sustained by reason of occupancy of the Premises or any part thereof under this Agreement. All watchmen or other protective service (other than security provided in Section 9) must be arranged for by special agreement with Parks Department or independently by the Licensee.

Section 21. COPYRIGHT COMPLIANCE. The Licensee shall assume and be solely responsible for all costs, including required license fees, arising from the use of patented, trademarked, franchised or copyrighted music, material, devices, processes or dramatic rights, used in connection with or incorporated in the Event. Licensee shall indemnify, defend and hold Parks Department harmless from and against any losses, claims, damages, awards, penalties, injuries, or expenses incurred (including attorney's fees, court costs, and consequential damages) which arise from any third-party claim of an alleged infringement of copyright or any other violation of property rights arising out of the Event.

Section 22. ASSIGNMENT. The Licensee shall not assign any interest in this License Agreement or otherwise transfer or sublicense the Premises or any part thereof or permit the use of the Premises to any party other than the party Licensee has contracted with, without written consent of the Parks Department.

Section 23. FORCE MAJEURE. If the Premises are rendered unsuitable for the conduct of the Event by reason of Force Majeure, Parks Department and Licensee are released from their obligations as they pertain to the Event. "Force Majeure" shall mean fire or other casualty, earthquake, flood, act of God, epidemic or pandemic, strikes, work stoppages, or other labor disturbance, riots or civil commotions, war or other act of any foreign nation, power of government, or any other cause like or unlike any cause mentioned which is beyond the control of the Parks Department.

Section 24. GOVERNING LAW. This Agreement shall be governed by the laws of the state of Indiana. Licensee agrees that any dispute arising from or related to this Agreement shall be litigated in the state or federal courts having jurisdiction in Hamilton County, Indiana.

Section 25. DEFAULT. Should the Licensee default in the performance of any of the terms and conditions of this Agreement, the facility manager or the Parks Department may terminate the same, in which event the Licensee shall be liable for the full amount of the rent provided herein. Any deposit made by Licensee shall be retained by Parks Department and considered as liquidated damages.

Section 26. SEVERABILITY. If any provision of this Agreement shall be held or deemed to be inoperative, for whatever reason, by a court of competent jurisdiction, such circumstance shall not have the effect of rendering any other provisions contained herein invalid, inoperative or unenforceable to any extent whatsoever. The invalidity of any one or more phrases, sentences, clauses or paragraphs contained in this Agreement shall not affect the remaining portions of this Agreement or any part thereof.

Section 26. MISCELLANEOUS. Any matters not herein expressly provided for shall be in the discretion of the Park Board or the Parks Department, and shall be in writing before effective, signed by each party to this Agreement and attached hereto as an Addendum. This Agreement covers the entire agreement between the Parties and shall be conclusive as to all terms addressed.

IN WITNESS WHEREOF, the Parties hereby execute this License Agreement as of the date and year first above written.

LICENSEE

Noblesville Parks Board

By: _____
Address: _____
City: _____
State: _____
Phone: _____
Email: _____

By: _____
Steve Rogers, President

701 Cicero Road
Noblesville, IN 46060
Phone: (317) 776-6350



Your Vacation in Town!



**NOBLESVILLE PARKS AND RECREATION DEPARTMENT
FACILITY LICENSE AGREEMENT FOR USE OF FEDERAL HILL COMMONS**

This Facility License Agreement (“Agreement”) for use of Federal Hill Commons is made and entered into this ____ day of _____, 20__ by and between the City of Noblesville, Indiana, by its Park Board with its principal office located at 701 Cicero Road, Noblesville, Indiana 46060, and through its designated representative, hereinafter designated (“Parks Department”), and **American Offroad Music Festival**, hereinafter designated (“Licensee”), collectively referred to as (“Parties”).

The Parties hereto, intending to be legally bound, and in consideration of the mutual covenants hereinafter contained, agree as follows:

Section 1. SCHEDULE. Parks Department grants Licensee a temporarily license to use, occupy and hold a performance or event, as described in Exhibit A (“Event”) at Federal Hill Commons located at 175 West Logan Street, Noblesville, Indiana 46060, and its appurtenant facilities (“Premises”), commencing at **8:00 AM on Thursday, August 16, 2018 for a performance by Brett Eldredge.**

Section 2. FEES AND EXPENSES. As consideration for the license granted hereby, the Licensee shall pay the Parks Department a usage fee of \$4,000.00 for the venue and \$500 for The Green Room (Bank Building). In addition to the usage fee, the Licensee shall pay Parks Department \$500 for staff coverage and a house cleaning fee for a total of \$5,000.

Prior to the Event, the Parks Department will complete an estimated expense statement with the Licensee, as set forth in Rider 1, Exhibit B. This estimate is for planning purposes only and all expenses will be charged at actual rates incurred.

Section 3. SECURITY DEPOSIT. Upon execution of this Agreement, the Licensee shall pay a cash security deposit in the amount of \$500.00 to the Parks Department as a guaranty against damages to the Premises and surrounding areas caused by performers and patrons. Upon breach of this Agreement, including without limitation a failure to return the Premises to its original condition, the Parks Department may, at its option, use any or all of the security deposit for the payment of any amount which the Parks Department may in its reasonable estimate pay or become obligated to pay by reason of such breach, or to compensate the Parks Department for any loss or damage which the Parks Department may suffer by reason of such breach. If the Parks Department concludes that there is no breach, the security deposit or any balance shall be returned to Licensee with the net box office revenues disbursements within four (4) weeks after Licensee vacates the Premises.

Section 4. ACT CONTRACT. The Licensee warrants and represents to have a valid and properly executed contract with the performers whose services form the basis to use the Premises. The Licensee shall submit to the Parks Department a copy of said contract, including terms of payment, and all attachments, known in the industry as "performance Riders," which include technical and hospitality requirements, forty-five (45) days prior to the Event or at the time of the execution of this Agreement, at the discretion of the Parks Department.

The Parks Department retains the right to approve the Event under this Agreement. The Licensee understands that no Event shall be held if the Parks Department objects on the grounds that the Event is: offensive to public morals; the Event does not uphold to the advertising claims; or there is a violation of Event content restrictions agreed to by both Parties at the time of the execution of this Agreement. At no times shall lewd or indecent actions, conduct, language, pictures or portrayals be permitted by Licensee or its contracted performers on the Premises.

Section 5. BOX OFFICE AND TICKET SALES. The Licensee will be the exclusive provider of ticket sales and will provide ticket sales services through the following methods: online; by phone; in office; and through box office sales on the day of the Event. The Parks Department reserves the right to require up to twenty-five (20) promotional VIP tickets without charge.

The Licensee retains the right to make determination of ticket refunds for cause, which includes, but is not limited to, seats blocked by equipment when exchange for comparable location is not possible, failure of equipment or failure of performer(s) to go on stage within a reasonable time of the schedule provided by the Licensee. Further, the Parks Department shall have no responsibility for refunds of ticket sales, and the Licensee shall indemnify, hold the Parks Department harmless from any claims for refunds on ticket sales, provided, however gross receipts may be applied by the Parks Department to ticket refunds to the extent available in the event of cancellation or non-performance. At the conclusion of the Event, the Parks Department will provide the Licensee with a box office statement for tickets sold.

Section 6. PERFORMANCE SECURITY. The Licensee shall post a Performance Bond in form and substance satisfactory to Parks Department and in an amount equal to the maximum receipts anticipated from ticket sales. Such Performance Bond shall be certified check, bank letter of credit, or by a duly accredited bonding company, and must be received prior to the disbursement of any draw. The terms of such bond will protect the right to refunds of ticket holders and the right to indemnity of the Parks Department on claims for refunds of ticket holders. The Licensee may request a draw against net box office proceeds no more than 15 days prior to date of Event. For this specific event the maximum anticipated revenue is as follows:

_____ seats at \$ _____ = \$ _____

Section 7. CANCELLATION OR NONPERFORMANCE. In the event that the contracted Event is canceled, does not occur for any reason other than because of the sole decision of the Parks Department, or the Licensee fails to take possession of or use the Premises as herein agreed, the Licensee forfeits the security deposit, which will be retained by the Parks Department as liquidated damages, not a penalty reflecting the time and efforts

the Parks Department spent preparing for the Event. In addition, the Licensee agrees to promptly pay any expenses incurred by the Parks Department in connection with the Event as of the date of cancellation (including non-cancellable expenses) and to indemnify Parks Department for all claims for refunds by ticket holders.

Section 8. SET-UP AND PERFORMANCE. Upon execution of this Agreement, the sections of the Rider pertaining to the set-up and performance must be received by the Parks Department.

The Licensee is responsible for employing all required and optional services. Required services include the following: stage hands, electricians, sound technicians, ushers and spotlight operators. Optional services include assistance in the handling of baggage, scenery, supplies, or equipment of Licensee.

The Parks Department reserves the right to approve any person(s) employed or engaged by the Licensee for purpose of handling, using, or operating any and all sound and/or light equipment and facilities. If Licensee uses any equipment owned by the Parks Department, then the Licensee must hire qualified and experienced light and/or sound technician(s). All show power must be connected by either a Facility technician or a licensed electrician at the sole expense of the Licensee and as directed by Parks staff.

The Licensee agrees to remove from the Premises no later than 12:00 p.m. on the day following the Event all goods, wares, properties, costumes and all other equipment and merchandise belonging to and/or used by the Licensee in connection with its use of the Premises.

Section 9. SECURITY/POLICE. Security is required for every Event. The amount and extent of required security will be determined by the Parks Department. All costs and expenses of providing police officers will be the responsibility of the Licensee. Current rates for Noblesville Police Officers are \$40/hour/officer. Parks Department requires ESG Security to be used as the Private Security provider. All costs and expenses of providing security will be the responsibility of the Licensee.

The Parks Department reserves the right, through its manager or representative, to eject or cause to be ejected from the premises, any person or persons engaging in disruptive, belligerent or threatening conduct. Additionally, the Parks Department reserves the right to refuse admission to any person displaying the above behaviors or who appear intoxicated. This authority may be exercised through its manager, agents or police.

Section 10. CONTROL OF PREMISES. During the course of the Event, the Parks Department does not relinquish the right to control the management of the Premises. The Parks Department reserves the right, with proper identification and credentials, to enter the Premises and enforce all rules for the management and operation. Additionally, the Parks Department, through its designated representatives, may enter at any time for any reason and on any occasion (i.e. inclement weather). Further, if necessary, a fire inspector may be called by the Parks Department to inspect any Event at Licensee's expense.

When using the Premises, the Licensee shall not permit chairs or removable seats to be placed or remain in passageways, and will keep all passageways clear at all times.

Licensee, however, shall at its own expense, place watch people at exits or entrances as required by law or fire inspectors. At no time shall Licensee place its own or any additional locks on any portions of the Premises.

The Licensee agrees to immediately notify the Parks Department of any dangerous condition on the Premises upon discovery. The Licensee further agrees to protect all persons from injury or damage until such time as the condition is corrected. Licensee further agrees to warn all persons known to be upon the Premises of any and all dangers peculiar to Licensee's operation which are not known or obvious to such persons. Licensee shall indemnify and hold the Parks Department harmless for breach of this Section.

Section 11. DEFACEMENT OF PREMISES. The Licensee shall not injure, mar, or deface the Premises in any way. This includes driving, or permit to be driven any nails, hooks, tacks, or screws in any part of the Premises, or make, or allow to be made, any alteration of any kind therein without specific approval in writing by the Parks Department. If the Premises is damaged, whether by an overt act or by negligence of the Licensee, or by the Licensee's agent, employee or employees, patrons or any person admitted to Premises by the Licensee, the Licensee will pay the Parks Department such sum as the Parks Department deems necessary to restore the Premises to its prior condition. The Licensee hereby assumes full responsibility for the character, acts and conduct of all persons including its patrons, agents, or employees, admitted to the Premises by the consent of said Licensee, or by or with the consent of Licensee's employees or agents. The Licensee agrees to hold Parks Department harmless from any claim for damages because of the acts or neglect of any such persons.

Section 12. ALCOHOLIC BEVERAGES. The Licensee shall not permit any alcoholic beverages to be brought onto the Premises except by the licensed house alcohol provider as determined by the Parks Department.

Section 13. CONCESSIONS. Concessions and food vendors will be sought after and booked by the Parks Department. The Licensee shall receive no monies from food vendors.

Section 14. LIMITATION OF LIABILITY. In no event shall the Parks Department's liability in connection with this Agreement exceed the amount of money actually paid to the Parks Department pursuant to this Agreement, regardless of type or theory of claims or damages.

Section 15. PROGRAMS, SOUVENIRS AND MERCHANDISE. The Licensee shall have the sole right to print and sell programs, souvenirs, and merchandise for the Event on its own behalf or as represented by contracted talent. The Parks Department may distribute brochures provided by Licensee to ticket buyers and may collaborate with the Licensee in cross-promoting the Event in a manner determined by the Parks Department in its sole discretion. The Licensee shall pay all expenses in connection with on-site sales. Licensee shall pay Parks Department a fee of 20% of gross sales for non-recorded merchandise and 10% of gross sales for recorded merchandise payable upon the completion of the Event.

Section 16. LIABILITY INSURANCE. The Licensee, at its sole expense, shall obtain, maintain, and provide proof at all times during this Agreement a \$2,000,000 general liability insurance policy coverage for bodily injury and property damage claims covering the Event and provide a Certificate of Insurance ("COI") naming the City of Noblesville, the Noblesville Parks & Recreation Board and the Noblesville Parks & Recreation Department as "additional insured" and specifying the name of the event performer, date, time and venue. The COI is due at the time of the execution of this Agreement. To obtain a COI, contact your organization's liability insurance agent. The COI must be acceptable to the Parks Department in form and substance and must be received 30 days prior to the Event.

Section 17. ASSUMPTION OF RISK. Licensee hereby knowingly and freely assumes all risks, seen and unforeseen, in connection with the Event anywhere on the Premises for any harm, injury or damage to Licensee, its officers, employees, agents, invitees, customers and guests and all risk of loss to its property or equipment. Licensee assumes all responsibility for supervising its officers, employees, agents, invitees, customers and guests while they are on the Premises.

Section 18. HOLD HARMLESS. The Licensee agrees to indemnify, defend and hold Parks Department, agents, volunteers and employees harmless from and against any and all claims, liability, damages, loss and expenses (including attorney's fees, court costs, and consequential damages) resulting from claims for bodily injury or property damage arising out of the use of the facility by the Licensee, the Licensee's guests or invites. The obligation contained in this section shall survive the expiration of this Agreement.

Section 19. COMPLIANCE WITH LAWS. The Licensee agrees to comply with all applicable federal, state and local laws, rules, regulations and ordinances and all provisions required thereby, whether now existing or hereafter enacted, which are included and incorporated by reference herein, in the design, development and construction of the Project, in the management and operation of the Facility, in the community outreach programs and activities, and in Licensee's performance under this Agreement.

Pursuant to I.C. '22-9-1-10 and the Civil Rights Act of 1964, Licensee shall not discriminate against any employee or applicant for employment, to be employed in the performance of this Agreement, with respect to the hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment, because of such person's race, color, religion, sex, disability, national origin, handicap or ancestry. Breach of this covenant may be regarded as a material breach of this Agreement.

The Licensee affirms under the penalties of perjury that the Licensee does not knowingly employ an unauthorized alien. The Licensee affirms under the penalties of perjury that the Licensee has enrolled and is participating in the E-Verify program as defined in IC 22-5-1.7-3. The Licensee agrees to provide documentation to the State of Indiana that the Licensee has enrolled and is participating in the E-Verify program. Additionally, the Licensee is not required to participate if the Licensee is self-employed and does not employ any employees. The City may terminate for default if the Licensee fails to cure a breach of this provision no later than thirty (30) days after being notified by the City.

If the Licensee fails to correct any violation of law, the Parks Department shall have the right to terminate the Agreement and immediately cancel the Event. Under this

circumstance, the Parks Department will not be required to refund patrons their admission fee or for any loss that may be sustained by the Licensee, its agents or employees.

The Licensee also agrees to comply with the local noise ordinance listed below.

§ 93.20 APPLICABILITY.

This subchapter shall apply to all persons, corporations, entities, and landholders who are within the boundaries of the properties described in the legal description provided in Exhibit "A" of Ordinance 40-5-03.

(Ord. 40-5-03, passed 6-10-03; Am. Ord. 43-11-12, passed 11-27-12)

§ 93.21 DEFINITIONS.

For the purpose of this subchapter, the following definitions shall apply unless the context clearly requires or indicates a different meaning. All terminology used in this subchapter, not defined below, shall be in conformance with applicable publications of the American National Standards Institute (ANSI).

"A-WEIGHTED SOUND LEVEL." The sound pressure level in decibels as measured on a sound level meter using the A-weighting network. The level so read is designated dB(A).

"AMBIENT NOISE LEVEL." The composite of noise from all sources near and far. In this context, the ambient noise level constitutes the normal or existing level of environmental noise at a given location when sound is not being electronically amplified at a location.

"EXCEEDANCE LEVELS L10 AND L1." The A-weighted sound levels which exceed 10% and 1%, respectively, of the specified measurement period.

"INTRUSIVE NOISE." That noise which intrudes over and above the existing ambient noise at a given location. The relative intrusiveness of a sound depends upon its amplitude, duration, frequency and time of occurrence, and tonal or information content as well as the prevailing ambient noise level.

"NOISE." Any sound which annoys or disturbs human beings or which causes or tends to cause an adverse psychological or physiological effect on human beings.

"SOUND AMPLIFICATION EQUIPMENT." Any device for the amplification of the human voice, music, instruments, or any other sound associated with mass assemblies.

"SOUND LEVEL METER." An instrument, including a microphone, an amplifier, an output meter or recording device, and frequency weighting network for the measurement of sound level, which satisfies the requirements for Type S2A meters, as set forth in the American National Standards Institute specifications for sound level meters, S1.4-1971, or the most recent revision thereof.

(Ord. 40-5-03, passed 6-10-03; Am. Ord. 43-11-12, passed 11-27-12)

§ 93.22 PROHIBITED ACTIVITIES.

(A) It shall be unlawful for any person, corporation, entity, or landowner within the land area specified in § 93.20 to cause or permit any person, machine, electronic device, or any other means of generation of sound to be generated, which causes sound levels to exceed the levels prohibited by this subchapter.

(B) No person, corporation, entity, or landowner shall permit any noise to be generated or produced which exceeds 75 dB/A for more than two minutes per hour, measured at a point no closer than one-half mile from the boundary of the property line from which the sound is generated.

(C) It shall be unlawful for any person, corporation, entity, or landowner to generate or permit the generation of sound from their property through electronic amplification at a level above 25 dB/A above ambient noise level for more than two minutes per hour at the property line where the sound is generated between the hours of 11:00 p.m. to 9:00 a.m., daily from Sunday evening through Friday morning and from 11:30 p.m. to 9:00 a.m., daily from Friday evening through Sunday morning.

(D) No person shall play, use or operate any machine or device for the producing or reproducing of sound, including, but not limited to, loudspeakers, radios, CD players, television sets, musical instruments, phonographs, cassette players or any other machine designed or intended to produce or reproduce sound, nor operate any motor vehicle that contains a modified or defective exhaust system, if such machine, device or vehicle is located in or on any of the following:

(1) Any public property, including any public right-of-way, highway, building, sidewalk, public space, park or thoroughfare and the sound generated therefrom is: (1) clearly audible 40 feet or more from its source; or (2) is at a level of 90 decibels (90dB) or more when measured from a distance of not less than six feet from its source; or

(2) Any private property and the sound generated therefrom is: (1) clearly audible 40 feet or more outside of said private property line; or (2) is at a level of 90 decibels (90dB) or more when measured from a distance of not less than six feet from the private property line.

(Ord. 40-5-03, passed 6-10-03; Am. Ord. 42-12-99, passed 12-27-99; Am. Ord. 43-11-12, passed 11-27-12)

§ 93.23 VIOLATIONS.

(A) Citations for violations of this subchapter may be issued by any sworn member of the Police Department. Any person who violates the provisions of this subchapter shall be guilty of an infraction, punishable by a fine of not more than:

(1) First offense: Up to \$250.

(2) Second offense within two years: Up to \$500.

(3) Third offense within two years: Up to \$1,000.

(4) Fourth and subsequent offenses within two years: Up to \$2,500.

(B) The City Court shall be the court of proper venue and jurisdiction for the enforcement of this subchapter. Citations for violations of this subchapter shall be issued by a sworn member of the Police Department. Citations for violations of

§§ 93.22 and 93.24 may be issued by any sworn member of the Police Department and upon property operated by the Noblesville Schools by a sworn special police officer appointed under I.C. 36-8-3-7. Any fine imposed by this subchapter may be suspended if the court finds that the violation was the result of natural causes or circumstances beyond the control of the person charged with the violation of this subchapter.

(Ord. 40-5-03, passed 6-10-03; Am. Ord. 42-12-99, passed 12-27-99; Am. Ord. 43-11-12, passed 11-27-12)

§ 93.24 EXEMPTIONS.

The following are exempted from the provisions of this chapter:

(A) Sounds emitted from authorized emergency vehicles.

(B) Lawn mowers, garden tractors, construction equipment, and power tools, when properly muffled, between the hours of 7:00 a.m. and 10:00 p.m. only.

- (C) Burglar alarms and other warning devices when properly installed, providing the cause for such alarm or warning device sound is investigated and turned off within a reasonable period of time.
 - (D) Parades, festivals, carnivals, fairs, celebrations, concerts, artistic performances or other events authorized by the Board of Public Works and Safety or another appropriate governmental entity.
 - (E) Attendant noise connected with the actual performance of athletic or sporting events and practices related thereto.
 - (F) The emission of sound for the purposes of alerting persons to the existence of an emergency, or for the performance of emergency work.
 - (G) Sounds associated with the use of legal fireworks.
 - (H) Sounds associated with the use of an approved public safety training facility between the hours of 7:00 a.m. and 10:00 p.m.
 - (I) Sounds associated with the normal conduct of legally established non-transient businesses when such sounds are customary, incidental and within the normal range appropriate for such use.
- (Ord. 42-12-99, passed 12-27-99; Am. Ord. 43-11-12, passed 11-27-12)

Section 20. LICENSEE PROPERTY. The Parks Department assumes no responsibility for any personal property of the Licensee, and the Parks Department is hereby expressly relieved and discharged from any and all liability for any loss, injury or damage to persons or property that may be sustained by reason of occupancy of the Premises or any part thereof under this Agreement. All watchmen or other protective service (other than security provided in Section 9) must be arranged for by special agreement with Parks Department or independently by the Licensee.

Section 21. COPYRIGHT COMPLIANCE. The Licensee shall assume and be solely responsible for all costs, including required license fees, arising from the use of patented, trademarked, franchised or copyrighted music, material, devices, processes or dramatic rights, used in connection with or incorporated in the Event. Licensee shall indemnify, defend and hold Parks Department harmless from and against any losses, claims, damages, awards, penalties, injuries, or expenses incurred (including attorney's fees, court costs, and consequential damages) which arise from any third-party claim of an alleged infringement of copyright or any other violation of property rights arising out of the Event.

Section 22. ASSIGNMENT. The Licensee shall not assign any interest in this License Agreement or otherwise transfer or sublicense the Premises or any part thereof or permit the use of the Premises to any party other than the party Licensee has contracted with, without written consent of the Parks Department.

Section 23. FORCE MAJEURE. If the Premises are rendered unsuitable for the conduct of the Event by reason of Force Majeure, Parks Department and Licensee are released from their obligations as they pertain to the Event. "Force Majeure" shall mean fire or other casualty, earthquake, flood, act of God, epidemic or pandemic, strikes, work stoppages, or other labor disturbance, riots or civil commotions, war or other act of any foreign nation, power of government, or any other cause like or unlike any cause mentioned which is beyond the control of the Parks Department.

Section 24. GOVERNING LAW. This Agreement shall be governed by the laws of the state of Indiana. Licensee agrees that any dispute arising from or related to this Agreement shall be litigated in the state or federal courts having jurisdiction in Hamilton County, Indiana.

Section 25. DEFAULT. Should the Licensee default in the performance of any of the terms and conditions of this Agreement, the facility manager or the Parks Department may terminate the same, in which event the Licensee shall be liable for the full amount of the rent provided herein. Any deposit made by Licensee shall be retained by Parks Department and considered as liquidated damages.

Section 26. SEVERABILITY. If any provision of this Agreement shall be held or deemed to be inoperative, for whatever reason, by a court of competent jurisdiction, such circumstance shall not have the effect of rendering any other provisions contained herein invalid, inoperative or unenforceable to any extent whatsoever. The invalidity of any one or more phrases, sentences, clauses or paragraphs contained in this Agreement shall not affect the remaining portions of this Agreement or any part thereof.

Section 26. MISCELLANEOUS. Any matters not herein expressly provided for shall be in the discretion of the Park Board or the Parks Department, and shall be in writing before effective, signed by each party to this Agreement and attached hereto as an Addendum. This Agreement covers the entire agreement between the Parties and shall be conclusive as to all terms addressed.

IN WITNESS WHEREOF, the Parties hereby execute this License Agreement as of the date and year first above written.

LICENSEE

Noblesville Parks Board

By: _____
Address: _____
City: _____
State: _____
Phone: _____
Email: _____

By: _____
Steve Rogers, President

701 Cicero Road
Noblesville, IN 46060
Phone: (317) 776-6350



Your Vacation in Town!



**NOBLESVILLE PARKS AND RECREATION DEPARTMENT
FACILITY LICENSE AGREEMENT FOR USE OF FEDERAL HILL COMMONS**

This Facility License Agreement (“Agreement”) for use of Federal Hill Commons is made and entered into this ____ day of _____, 20__ by and between the City of Noblesville, Indiana, by its Park Board with its principal office located at 701 Cicero Road, Noblesville, Indiana 46060, and through its designated representative, hereinafter designated (“Parks Department”), and **American Offroad Music Festival**, hereinafter designated (“Licensee”), collectively referred to as (“Parties”).

The Parties hereto, intending to be legally bound, and in consideration of the mutual covenants hereinafter contained, agree as follows:

Section 1. SCHEDULE. Parks Department grants Licensee a temporarily license to use, occupy and hold a performance or event, as described in Exhibit A (“Event”) at Federal Hill Commons located at 175 West Logan Street, Noblesville, Indiana 46060, and its appurtenant facilities (“Premises”), commencing at **8:00 AM on Thursday, September 6, 2018 for a performance by Leann Rimes.**

Section 2. FEES AND EXPENSES. As consideration for the license granted hereby, the Licensee shall pay the Parks Department a usage fee of \$4,000.00 for the venue and \$500 for The Green Room (Bank Building). In addition to the usage fee, the Licensee shall pay Parks Department \$500 for staff coverage and a house cleaning fee for a total of \$5,000.

Prior to the Event, the Parks Department will complete an estimated expense statement with the Licensee, as set forth in Rider 1, Exhibit B. This estimate is for planning purposes only and all expenses will be charged at actual rates incurred.

Section 3. SECURITY DEPOSIT. Upon execution of this Agreement, the Licensee shall pay a cash security deposit in the amount of \$500.00 to the Parks Department as a guaranty against damages to the Premises and surrounding areas caused by performers and patrons. Upon breach of this Agreement, including without limitation a failure to return the Premises to its original condition, the Parks Department may, at its option, use any or all of the security deposit for the payment of any amount which the Parks Department may in its reasonable estimate pay or become obligated to pay by reason of such breach, or to compensate the Parks Department for any loss or damage which the Parks Department may suffer by reason of such breach. If the Parks Department concludes that there is no breach, the security deposit or any balance shall be returned to Licensee with the net box office revenues disbursements within four (4) weeks after Licensee vacates the Premises.

Section 4. ACT CONTRACT. The Licensee warrants and represents to have a valid and properly executed contract with the performers whose services form the basis to use the Premises. The Licensee shall submit to the Parks Department a copy of said contract, including terms of payment, and all attachments, known in the industry as "performance Riders," which include technical and hospitality requirements, forty-five (45) days prior to the Event or at the time of the execution of this Agreement, at the discretion of the Parks Department.

The Parks Department retains the right to approve the Event under this Agreement. The Licensee understands that no Event shall be held if the Parks Department objects on the grounds that the Event is: offensive to public morals; the Event does not uphold to the advertising claims; or there is a violation of Event content restrictions agreed to by both Parties at the time of the execution of this Agreement. At no times shall lewd or indecent actions, conduct, language, pictures or portrayals be permitted by Licensee or its contracted performers on the Premises.

Section 5. BOX OFFICE AND TICKET SALES. The Licensee will be the exclusive provider of ticket sales and will provide ticket sales services through the following methods: online; by phone; in office; and through box office sales on the day of the Event. The Parks Department reserves the right to require up to twenty-five (20) promotional VIP tickets without charge.

The Licensee retains the right to make determination of ticket refunds for cause, which includes, but is not limited to, seats blocked by equipment when exchange for comparable location is not possible, failure of equipment or failure of performer(s) to go on stage within a reasonable time of the schedule provided by the Licensee. Further, the Parks Department shall have no responsibility for refunds of ticket sales, and the Licensee shall indemnify, hold the Parks Department harmless from any claims for refunds on ticket sales, provided, however gross receipts may be applied by the Parks Department to ticket refunds to the extent available in the event of cancellation or non-performance. At the conclusion of the Event, the Parks Department will provide the Licensee with a box office statement for tickets sold.

Section 6. PERFORMANCE SECURITY. The Licensee shall post a Performance Bond in form and substance satisfactory to Parks Department and in an amount equal to the maximum receipts anticipated from ticket sales. Such Performance Bond shall be certified check, bank letter of credit, or by a duly accredited bonding company, and must be received prior to the disbursement of any draw. The terms of such bond will protect the right to refunds of ticket holders and the right to indemnity of the Parks Department on claims for refunds of ticket holders. The Licensee may request a draw against net box office proceeds no more than 15 days prior to date of Event. For this specific event the maximum anticipated revenue is as follows:

_____ seats at \$ _____ = \$ _____

Section 7. CANCELLATION OR NONPERFORMANCE. In the event that the contracted Event is canceled, does not occur for any reason other than because of the sole decision of the Parks Department, or the Licensee fails to take possession of or use the Premises as herein agreed, the Licensee forfeits the security deposit, which will be retained by the Parks Department as liquidated damages, not a penalty reflecting the time and efforts

the Parks Department spent preparing for the Event. In addition, the Licensee agrees to promptly pay any expenses incurred by the Parks Department in connection with the Event as of the date of cancellation (including non-cancellable expenses) and to indemnify Parks Department for all claims for refunds by ticket holders.

Section 8. SET-UP AND PERFORMANCE. Upon execution of this Agreement, the sections of the Rider pertaining to the set-up and performance must be received by the Parks Department.

The Licensee is responsible for employing all required and optional services. Required services include the following: stage hands, electricians, sound technicians, ushers and spotlight operators. Optional services include assistance in the handling of baggage, scenery, supplies, or equipment of Licensee.

The Parks Department reserves the right to approve any person(s) employed or engaged by the Licensee for purpose of handling, using, or operating any and all sound and/or light equipment and facilities. If Licensee uses any equipment owned by the Parks Department, then the Licensee must hire qualified and experienced light and/or sound technician(s). All show power must be connected by either a Facility technician or a licensed electrician at the sole expense of the Licensee and as directed by Parks staff.

The Licensee agrees to remove from the Premises no later than 12:00 p.m. on the day following the Event all goods, wares, properties, costumes and all other equipment and merchandise belonging to and/or used by the Licensee in connection with its use of the Premises.

Section 9. SECURITY/POLICE. Security is required for every Event. The amount and extent of required security will be determined by the Parks Department. All costs and expenses of providing police officers will be the responsibility of the Licensee. Current rates for Noblesville Police Officers are \$40/hour/officer. Parks Department requires ESG Security to be used as the Private Security provider. All costs and expenses of providing security will be the responsibility of the Licensee.

The Parks Department reserves the right, through its manager or representative, to eject or cause to be ejected from the premises, any person or persons engaging in disruptive, belligerent or threatening conduct. Additionally, the Parks Department reserves the right to refuse admission to any person displaying the above behaviors or who appear intoxicated. This authority may be exercised through its manager, agents or police.

Section 10. CONTROL OF PREMISES. During the course of the Event, the Parks Department does not relinquish the right to control the management of the Premises. The Parks Department reserves the right, with proper identification and credentials, to enter the Premises and enforce all rules for the management and operation. Additionally, the Parks Department, through its designated representatives, may enter at any time for any reason and on any occasion (i.e. inclement weather). Further, if necessary, a fire inspector may be called by the Parks Department to inspect any Event at Licensee's expense.

When using the Premises, the Licensee shall not permit chairs or removable seats to be placed or remain in passageways, and will keep all passageways clear at all times.

Licensee, however, shall at its own expense, place watch people at exits or entrances as required by law or fire inspectors. At no time shall Licensee place its own or any additional locks on any portions of the Premises.

The Licensee agrees to immediately notify the Parks Department of any dangerous condition on the Premises upon discovery. The Licensee further agrees to protect all persons from injury or damage until such time as the condition is corrected. Licensee further agrees to warn all persons known to be upon the Premises of any and all dangers peculiar to Licensee's operation which are not known or obvious to such persons. Licensee shall indemnify and hold the Parks Department harmless for breach of this Section.

Section 11. DEFACEMENT OF PREMISES. The Licensee shall not injure, mar, or deface the Premises in any way. This includes driving, or permit to be driven any nails, hooks, tacks, or screws in any part of the Premises, or make, or allow to be made, any alteration of any kind therein without specific approval in writing by the Parks Department. If the Premises is damaged, whether by an overt act or by negligence of the Licensee, or by the Licensee's agent, employee or employees, patrons or any person admitted to Premises by the Licensee, the Licensee will pay the Parks Department such sum as the Parks Department deems necessary to restore the Premises to its prior condition. The Licensee hereby assumes full responsibility for the character, acts and conduct of all persons including its patrons, agents, or employees, admitted to the Premises by the consent of said Licensee, or by or with the consent of Licensee's employees or agents. The Licensee agrees to hold Parks Department harmless from any claim for damages because of the acts or neglect of any such persons.

Section 12. ALCOHOLIC BEVERAGES. The Licensee shall not permit any alcoholic beverages to be brought onto the Premises except by the licensed house alcohol provider as determined by the Parks Department.

Section 13. CONCESSIONS. Concessions and food vendors will be sought after and booked by the Parks Department. The Licensee shall receive no monies from food vendors.

Section 14. LIMITATION OF LIABILITY. In no event shall the Parks Department's liability in connection with this Agreement exceed the amount of money actually paid to the Parks Department pursuant to this Agreement, regardless of type or theory of claims or damages.

Section 15. PROGRAMS, SOUVENIRS AND MERCHANDISE. The Licensee shall have the sole right to print and sell programs, souvenirs, and merchandise for the Event on its own behalf or as represented by contracted talent. The Parks Department may distribute brochures provided by Licensee to ticket buyers and may collaborate with the Licensee in cross-promoting the Event in a manner determined by the Parks Department in its sole discretion. The Licensee shall pay all expenses in connection with on-site sales. Licensee shall pay Parks Department a fee of 20% of gross sales for non-recorded merchandise and 10% of gross sales for recorded merchandise payable upon the completion of the Event.

Section 16. LIABILITY INSURANCE. The Licensee, at its sole expense, shall obtain, maintain, and provide proof at all times during this Agreement a \$2,000,000 general liability insurance policy coverage for bodily injury and property damage claims covering the Event and provide a Certificate of Insurance ("COI") naming the City of Noblesville, the Noblesville Parks & Recreation Board and the Noblesville Parks & Recreation Department as "additional insured" and specifying the name of the event performer, date, time and venue. The COI is due at the time of the execution of this Agreement. To obtain a COI, contact your organization's liability insurance agent. The COI must be acceptable to the Parks Department in form and substance and must be received 30 days prior to the Event.

Section 17. ASSUMPTION OF RISK. Licensee hereby knowingly and freely assumes all risks, seen and unforeseen, in connection with the Event anywhere on the Premises for any harm, injury or damage to Licensee, its officers, employees, agents, invitees, customers and guests and all risk of loss to its property or equipment. Licensee assumes all responsibility for supervising its officers, employees, agents, invitees, customers and guests while they are on the Premises.

Section 18. HOLD HARMLESS. The Licensee agrees to indemnify, defend and hold Parks Department, agents, volunteers and employees harmless from and against any and all claims, liability, damages, loss and expenses (including attorney's fees, court costs, and consequential damages) resulting from claims for bodily injury or property damage arising out of the use of the facility by the Licensee, the Licensee's guests or invites. The obligation contained in this section shall survive the expiration of this Agreement.

Section 19. COMPLIANCE WITH LAWS. The Licensee agrees to comply with all applicable federal, state and local laws, rules, regulations and ordinances and all provisions required thereby, whether now existing or hereafter enacted, which are included and incorporated by reference herein, in the design, development and construction of the Project, in the management and operation of the Facility, in the community outreach programs and activities, and in Licensee's performance under this Agreement.

Pursuant to I.C. '22-9-1-10 and the Civil Rights Act of 1964, Licensee shall not discriminate against any employee or applicant for employment, to be employed in the performance of this Agreement, with respect to the hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment, because of such person's race, color, religion, sex, disability, national origin, handicap or ancestry. Breach of this covenant may be regarded as a material breach of this Agreement.

The Licensee affirms under the penalties of perjury that the Licensee does not knowingly employ an unauthorized alien. The Licensee affirms under the penalties of perjury that the Licensee has enrolled and is participating in the E-Verify program as defined in IC 22-5-1.7-3. The Licensee agrees to provide documentation to the State of Indiana that the Licensee has enrolled and is participating in the E-Verify program. Additionally, the Licensee is not required to participate if the Licensee is self-employed and does not employ any employees. The City may terminate for default if the Licensee fails to cure a breach of this provision no later than thirty (30) days after being notified by the City.

If the Licensee fails to correct any violation of law, the Parks Department shall have the right to terminate the Agreement and immediately cancel the Event. Under this

circumstance, the Parks Department will not be required to refund patrons their admission fee or for any loss that may be sustained by the Licensee, its agents or employees.

The Licensee also agrees to comply with the local noise ordinance listed below.

§ 93.20 APPLICABILITY.

This subchapter shall apply to all persons, corporations, entities, and landholders who are within the boundaries of the properties described in the legal description provided in Exhibit "A" of Ordinance 40-5-03.

(Ord. 40-5-03, passed 6-10-03; Am. Ord. 43-11-12, passed 11-27-12)

§ 93.21 DEFINITIONS.

For the purpose of this subchapter, the following definitions shall apply unless the context clearly requires or indicates a different meaning. All terminology used in this subchapter, not defined below, shall be in conformance with applicable publications of the American National Standards Institute (ANSI).

"A-WEIGHTED SOUND LEVEL." The sound pressure level in decibels as measured on a sound level meter using the A-weighting network. The level so read is designated dB(A).

"AMBIENT NOISE LEVEL." The composite of noise from all sources near and far. In this context, the ambient noise level constitutes the normal or existing level of environmental noise at a given location when sound is not being electronically amplified at a location.

"EXCEEDANCE LEVELS L10 AND L1." The A-weighted sound levels which exceed 10% and 1%, respectively, of the specified measurement period.

"INTRUSIVE NOISE." That noise which intrudes over and above the existing ambient noise at a given location. The relative intrusiveness of a sound depends upon its amplitude, duration, frequency and time of occurrence, and tonal or information content as well as the prevailing ambient noise level.

"NOISE." Any sound which annoys or disturbs human beings or which causes or tends to cause an adverse psychological or physiological effect on human beings.

"SOUND AMPLIFICATION EQUIPMENT." Any device for the amplification of the human voice, music, instruments, or any other sound associated with mass assemblies.

"SOUND LEVEL METER." An instrument, including a microphone, an amplifier, an output meter or recording device, and frequency weighting network for the measurement of sound level, which satisfies the requirements for Type S2A meters, as set forth in the American National Standards Institute specifications for sound level meters, S1.4-1971, or the most recent revision thereof.

(Ord. 40-5-03, passed 6-10-03; Am. Ord. 43-11-12, passed 11-27-12)

§ 93.22 PROHIBITED ACTIVITIES.

(A) It shall be unlawful for any person, corporation, entity, or landowner within the land area specified in § 93.20 to cause or permit any person, machine, electronic device, or any other means of generation of sound to be generated, which causes sound levels to exceed the levels prohibited by this subchapter.

(B) No person, corporation, entity, or landowner shall permit any noise to be generated or produced which exceeds 75 dB/A for more than two minutes per hour, measured at a point no closer than one-half mile from the boundary of the property line from which the sound is generated.

(C) It shall be unlawful for any person, corporation, entity, or landowner to generate or permit the generation of sound from their property through electronic amplification at a level above 25 dB/A above ambient noise level for more than two minutes per hour at the property line where the sound is generated between the hours of 11:00 p.m. to 9:00 a.m., daily from Sunday evening through Friday morning and from 11:30 p.m. to 9:00 a.m., daily from Friday evening through Sunday morning.

(D) No person shall play, use or operate any machine or device for the producing or reproducing of sound, including, but not limited to, loudspeakers, radios, CD players, television sets, musical instruments, phonographs, cassette players or any other machine designed or intended to produce or reproduce sound, nor operate any motor vehicle that contains a modified or defective exhaust system, if such machine, device or vehicle is located in or on any of the following:

(1) Any public property, including any public right-of-way, highway, building, sidewalk, public space, park or thoroughfare and the sound generated therefrom is: (1) clearly audible 40 feet or more from its source; or (2) is at a level of 90 decibels (90dB) or more when measured from a distance of not less than six feet from its source; or

(2) Any private property and the sound generated therefrom is: (1) clearly audible 40 feet or more outside of said private property line; or (2) is at a level of 90 decibels (90dB) or more when measured from a distance of not less than six feet from the private property line.

(Ord. 40-5-03, passed 6-10-03; Am. Ord. 42-12-99, passed 12-27-99; Am. Ord. 43-11-12, passed 11-27-12)

§ 93.23 VIOLATIONS.

(A) Citations for violations of this subchapter may be issued by any sworn member of the Police Department. Any person who violates the provisions of this subchapter shall be guilty of an infraction, punishable by a fine of not more than:

(1) First offense: Up to \$250.

(2) Second offense within two years: Up to \$500.

(3) Third offense within two years: Up to \$1,000.

(4) Fourth and subsequent offenses within two years: Up to \$2,500.

(B) The City Court shall be the court of proper venue and jurisdiction for the enforcement of this subchapter. Citations for violations of this subchapter shall be issued by a sworn member of the Police Department. Citations for violations of

§§ 93.22 and 93.24 may be issued by any sworn member of the Police Department and upon property operated by the Noblesville Schools by a sworn special police officer appointed under I.C. 36-8-3-7. Any fine imposed by this subchapter may be suspended if the court finds that the violation was the result of natural causes or circumstances beyond the control of the person charged with the violation of this subchapter.

(Ord. 40-5-03, passed 6-10-03; Am. Ord. 42-12-99, passed 12-27-99; Am. Ord. 43-11-12, passed 11-27-12)

§ 93.24 EXEMPTIONS.

The following are exempted from the provisions of this chapter:

(A) Sounds emitted from authorized emergency vehicles.

(B) Lawn mowers, garden tractors, construction equipment, and power tools, when properly muffled, between the hours of 7:00 a.m. and 10:00 p.m. only.

(C) Burglar alarms and other warning devices when properly installed, providing the cause for such alarm or warning device sound is investigated and turned off within a reasonable period of time.

(D) Parades, festivals, carnivals, fairs, celebrations, concerts, artistic performances or other events authorized by the Board of Public Works and Safety or another appropriate governmental entity.

(E) Attendant noise connected with the actual performance of athletic or sporting events and practices related thereto.

(F) The emission of sound for the purposes of alerting persons to the existence of an emergency, or for the performance of emergency work.

(G) Sounds associated with the use of legal fireworks.

(H) Sounds associated with the use of an approved public safety training facility between the hours of 7:00 a.m. and 10:00 p.m.

(I) Sounds associated with the normal conduct of legally established non-transient businesses when such sounds are customary, incidental and within the normal range appropriate for such use.

(Ord. 42-12-99, passed 12-27-99; Am. Ord. 43-11-12, passed 11-27-12)

Section 20. LICENSEE PROPERTY. The Parks Department assumes no responsibility for any personal property of the Licensee, and the Parks Department is hereby expressly relieved and discharged from any and all liability for any loss, injury or damage to persons or property that may be sustained by reason of occupancy of the Premises or any part thereof under this Agreement. All watchmen or other protective service (other than security provided in Section 9) must be arranged for by special agreement with Parks Department or independently by the Licensee.

Section 21. COPYRIGHT COMPLIANCE. The Licensee shall assume and be solely responsible for all costs, including required license fees, arising from the use of patented, trademarked, franchised or copyrighted music, material, devices, processes or dramatic rights, used in connection with or incorporated in the Event. Licensee shall indemnify, defend and hold Parks Department harmless from and against any losses, claims, damages, awards, penalties, injuries, or expenses incurred (including attorney's fees, court costs, and consequential damages) which arise from any third-party claim of an alleged infringement of copyright or any other violation of property rights arising out of the Event.

Section 22. ASSIGNMENT. The Licensee shall not assign any interest in this License Agreement or otherwise transfer or sublicense the Premises or any part thereof or permit the use of the Premises to any party other than the party Licensee has contracted with, without written consent of the Parks Department.

Section 23. FORCE MAJEURE. If the Premises are rendered unsuitable for the conduct of the Event by reason of Force Majeure, Parks Department and Licensee are released from their obligations as they pertain to the Event. "Force Majeure" shall mean fire or other casualty, earthquake, flood, act of God, epidemic or pandemic, strikes, work stoppages, or other labor disturbance, riots or civil commotions, war or other act of any foreign nation, power of government, or any other cause like or unlike any cause mentioned which is beyond the control of the Parks Department.

Section 24. GOVERNING LAW. This Agreement shall be governed by the laws of the state of Indiana. Licensee agrees that any dispute arising from or related to this Agreement shall be litigated in the state or federal courts having jurisdiction in Hamilton County, Indiana.

Section 25. DEFAULT. Should the Licensee default in the performance of any of the terms and conditions of this Agreement, the facility manager or the Parks Department may terminate the same, in which event the Licensee shall be liable for the full amount of the rent provided herein. Any deposit made by Licensee shall be retained by Parks Department and considered as liquidated damages.

Section 26. SEVERABILITY. If any provision of this Agreement shall be held or deemed to be inoperative, for whatever reason, by a court of competent jurisdiction, such circumstance shall not have the effect of rendering any other provisions contained herein invalid, inoperative or unenforceable to any extent whatsoever. The invalidity of any one or more phrases, sentences, clauses or paragraphs contained in this Agreement shall not affect the remaining portions of this Agreement or any part thereof.

Section 26. MISCELLANEOUS. Any matters not herein expressly provided for shall be in the discretion of the Park Board or the Parks Department, and shall be in writing before effective, signed by each party to this Agreement and attached hereto as an Addendum. This Agreement covers the entire agreement between the Parties and shall be conclusive as to all terms addressed.

IN WITNESS WHEREOF, the Parties hereby execute this License Agreement as of the date and year first above written.

LICENSEE

Noblesville Parks Board

By: _____
Address: _____
City: _____
State: _____
Phone: _____
Email: _____

By: _____
Steve Rogers, President

701 Cicero Road
Noblesville, IN 46060
Phone: (317) 776-6350

Noblesville Park Board

Wednesday, May 2, 2018

Subject: Board to consider agreement with Indy Trolley for events at Federal Hill Commons

Applicant: N/A

Agenda Item: New Business #9

Summary: Agreement with Indy Trolley

Recommendation: Staff recommends approving the agreement with Indy Trolley

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:

With expected construction downtown with the county judicial center and the new pedestrian bridge at Logan Street, we've recommended increased transportation with trolley service to Federal Hill Commons, parking lots and downtown Noblesville.

Background:

The need for an increased transportation service during events has become important. The goal of this service will be to transport people to parking lots around Noblesville to Federal Hill Commons. Additionally, we plan to partner with local businesses downtown to assist in promoting downtown. The Trolley service will also add a level of nostalgia to our events. This current agreement is for all the FREE shows at Federal Hill Commons funded by Noblesville Parks & Recreation. We plan to pay for this out of leftover money from the center restroom project.

Recommendation:

Staff recommends board approving the agreement with Indy Trolley.

IndyTrolley.com

Mike Hoffmeister / Noblesville Parks Department / 2018

IndyTrolley Service

4.0 hours of service per event dated 6:30p-10:30p

<u>Dates of Service</u>	<u>Trolley #1, 26 passenger</u>	<u>Trolley #2, 23 passenger</u>
May 19	Booked	\$1,180.00
June 2	\$1,080.00 (open)	\$1,180.00 (Booked)
June 30	\$1,080.00 (open)	\$1,180.00 (open)
July 7	Booked	\$1,180.00 (open)
August 10	\$1,080.00(open)	\$1,180.00 (open)
August 18	\$1,080.00(open)	Booked
August 24	\$1,080.00(open)	Booked
September 14	\$1,080.00(open)	\$1,180.00 (open)
September 28	\$1,080.00(open)	\$1,180.00 (open)
<hr/>		
	(7) \$7,560.00	(7) \$7,080.00
	(28 hours of service)	(24 hours of service)

- Total Billable Service (14 events) = \$14,640.00
- Approx. cost per person per hour with 1 Trolley = \$3.50 (calculated on moving 70-78 persons per hour or 270-300 persons per 4 hours of service)

Jack Carr Boyd, Owner

Raith Ledbetter, D.O

c-317-373-3004

135 Edgewater Dr

Noblesville, In 46062

INDYTROLLEY, LLC ENGAGEMENT CONDITIONS FOR TRANSPORTATION SERVICES:

The Parties agree that IndyTrolley will not be responsible for or liable for limiting service for 'acts of god', weather that endangers safety, mechanical failures, terror acts, beyond the value of the services rendered or total payments tendered. Where and when a secondary fleet Trolley can be put into service all reasonable efforts will be put forth by each party to continue service. Services outside of the Indianapolis area may carry other/additional fees.

Client cancellations: All funds tendered for deposit or payment of anticipated services are 50% refundable once received up to the 61st. day prior to the service event date of IndyTrolley. On the 60th - 0 day of the service event date no refunds will be refunded/owed for cancellations by the reserving client. IndyTrolley secondary policy is: if IndyTrolley can re-book the full amounts on the same dates and times of service booked; 100% of those funds will be refunded.

IndyTrolley reserves the right to book in front of and behind the itinerary times reserved in the books of IndyTrolley for the reserving client. We recommend that you research your times of need and have your itinerary well in hand when making your reservation and deposit. If there is open same Trolley time in front and behind the client's reservation surely extension of times will be provided on a pay for time basis. If on the Day of Service the client increases or goes over the reservation time allotted they hereby agree to any such additional charges for the service time incurred on the rates established for that period by IndyTrolley.

IndyTrolley has a driver comp fee of \$100 for any services after midnight. All other rates apply to the reservation. Any bookings that exceed the current year will have a revised service and rate schedule published in the last two weeks of each December service year.

No "glass" containers, or Styrofoam coolers permitted on-board. Adult beverages are permitted provided the reserving party contends all passengers are at least 21 years old, and removes all refuge, and personal belongings are removed by the reserving party. Any sickness on-board requiring clean-up carries a reserving party fee of \$225.00.

The Reserving Responsible Party shall provide IndyTrolley in advance of the service date his/her Responsible Person of the Event/Day who will act on behalf of the Reserving Party for Trolley use.

When the reserving party submits a deposit, reservation check the parties both agree to the above IndyTrolley conditions.

Responsible person/payee signature: _____ Date: _____

Responsible person-print name: _____ Event Date: _____

Responsible person's address: _____

For service on May 19, June 2, 30

July 7, August 10, 18, 24

September 7, 28

(7/2017) END

Noblesville Park Board

Wednesday, May 2, 2018

Subject: Farm Lease for Finch Creek Park

Applicant: N/A

Agenda Item: New Business # 10

Summary: This is a renewal for farming rights at Finch Creek Park with EcoAgro.

Recommendation: **Motion to approve the farm lease as presented.**

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:

None

Summary:

This lease is for 107 acres of farm property at Finch Creek Park that is currently farm fields. This lease is offered at \$220.00 per tillable acre. This is still a fair price and Mr. Spartz has been a good steward of the land and communicates well with us regarding construction issues. We have been working on identifying the tillable acreage based on anticipated construction. Mr. Spartz has made his first payment and is ahead of schedule.

Background:

Since the Park has owned Finch Creek property we have leased tillable acreage out to a farmer to utilize the land for crops. The price per acre is based on what the market will bear from prices and yield. Mr. Spartz has been farming it for the past 8 years and has worked well with us as we have had to disturb some crops with our design process. He is aware of the future of the park and is willing to work with as thing progress on the site.

Recommendation:

Recommend a motion to approve the Farm lease as presented.

FARM LEASE

THIS LEASE, entered into by the City of Noblesville, acting through its Department of Parks and Recreation (Landlord) and Ecoagro USA, LLC ("the Tenant").

WHEREAS, the Landlord, is the owner of a certain parcels of real estate, located in Wayne Township, Hamilton County, Indiana, containing approximately 107 acres of tillable real estate generally located south of 166th Street and west of Boden Road ("the Real Estate"); and,

WHEREAS, the parties are desirous of entering into an agreement for the Tenant to farm the Tillable Real Estate for a period of one (1) year beginning on May 2, 2018, and ending on May 2, 2019.

IT IS THEREBY AGREED by and between the parties as follows:

1. RENT.

The Tillable Real Estate shall be rented at the rate of Two Hundred and Twenty Dollars (\$220.00) per acre, with one-half of the annual amount payable to the Landlord on or before the 1st day of June, 2018, and the balance on or before the 1st day of December 2018.

2. RENEWAL.

The parties agree that his Farm Lease may continue from year to year after the original term if the parties agree to a new rental rate prior to March 15, 2019, for the subsequent one (1) year renewal. In the event there is no mutual agreement prior to said date, the lease will be

terminated upon removal of the previous season's crops or December 1st whichever first occurs.

3. USE, COMPLIANCE WITH LAWS, SIGNS.

The Tillable Real Estate shall be used by Tenant only for the purpose of growing agricultural crops and for no other use or purpose. Tenant shall keep the Tillable Real Estate in a clean and orderly condition. Tenant shall not use the Tillable Real Estate or maintain it in any manner constituting a violation of any ordinance, statute, regulations, or order of any governmental authority, including, without limitation, zoning ordinances, nor shall Tenant maintain, permit any use of the Tillable Real Estate which is inconsistent with the balance of the Real Estate being used by the Landlord or its Tenants. Tenant shall not affix to or upon the Tillable Real Estate any building, structure, sign, insignia, or decoration without the prior written consent of Landlord.

4. SURRENDER AND HOLDOVER.

Upon the expiration or sooner termination of this Lease, Tenant shall have possession of the Tillable Real Estate until the completion of the then existing crop season and thereafter shall surrender to Landlord the Tillable Real Estate in the same order and condition as existed on the date of signing of this Lease.

5. ASSIGNMENT AND SUBLETTING.

Tenant shall not assign, mortgage, encumber, or transfer this Lease in whole or in part, or sublet the Tillable Real Estate or any part thereof, nor grant a license or concession in connection therewith without

the prior written consent of Landlord. This prohibition shall include any act which has the effect of an assignment or transfer and which occurs by operation of law, except any transfer or assignment resulting from the death of Tenant.

6. MECHANIC'S LIENS.

Tenant shall not permit any Statement of Intention to hold a Mechanic's Lien to be filed against the Tillable Real Estate or any part thereof nor against any interest or estate therein by reason of labor, services or materials claimed to have been performed or furnished to or for Tenant. If such Statement of Intention to hold a Mechanic's Lien shall be filed and an action commenced to foreclose the lien, Tenant, upon demand by the Landlord, shall cause the lien to be released by the filing of a written undertaking with a surety approved by the Court and obtaining an order from the Court releasing the property from such lien. Nothing in this Lease shall be deemed or construed to constitute consent to or request to any party for the performance of any labor or services or the furnishing of any materials for the improvement, alteration or repairing of the Tillable Real Estate; nor as giving Tenant the right or authority to contract for, authorize or permit the performance of any labor or services or the furnishings of any material that would permit the attaching of a valid Mechanic's Lien.

7. INDEMNIFICATION AND RELEASE.

Regardless of whether or not, separate, several, joint or concurrent liability may be imposed upon Landlord, Tenant shall indemnify and hold

harmless Landlord from and against all damages, claims and liability arising from or connected with Tenant's control or use of the Tillable Real Estate, including without limitation, any damage or injury to person or property. This indemnification shall not include any matter for which the Landlord is effectively protected against by insurance. The Landlord acknowledges that it shall maintain a premise liability insurance policy for the Tillable Real Estate. However, the Tenant is not insured under that policy. The Tenant and shall obtain premise liability insurance and insurance for any damages which may be claimed against the Tenant at his sole cost and expense; and shall name the Landlord as an additional named insured and shall provide the Landlord with a Certificate of Insurance. The insurance shall insure Landlord and Tenant from any liability resulting from the use or occupation of the Real Estate in the amount of Five Hundred Thousand (\$500,000) per incident and One Million Dollars (\$1,000,000) per occurrence. If Landlord shall, without fault, become a party to litigation commenced by or against Tenant, then Tenant shall indemnify and hold Landlord harmless. The indemnification provide by this Section shall include Landlord's legal costs and fees in connection with any such claim, action, or proceeding. Tenant does hereby release Landlord from all liability for any accident, damage or injury caused to person or property on or about the Tillable Real Estate, unless said injury is the result of negligence on the part of Landlord. Landlord and Tenant do each hereby release the other from all liability for any accident, damage, or injury caused to person or property, provided this release shall

be effective only to the extent that the injured or damaged party is insured against such injury or damage and only if this release shall not adversely affect the right of the injured or damaged party to recover under such insurance policy.

8. EVENTS OF DEFAULT.

Any of the following shall be deemed an Event of Default:

- A. The failure to pay any installment of rent when the same becomes due and the failure continues for fifteen (15) days.
- B. Tenant's failure to perform or observe any other covenant, term or condition of this Lease to be performed or observed by Tenant and if curable, the failure continues for fifteen (15) days after notice thereof is given to Tenant.
- C. Abandonment or failure of the Tenant to farm the Tillable Real Estate.
- D. The filing or execution or occurrence of:
 - 1. The filing of a voluntary or involuntary petition in bankruptcy against Tenant and the failure of Tenant, in good faith, to promptly commence and diligently pursue action to dismiss the petition.
 - 2. The taking by any part of the leasehold created hereby, or any part thereof, upon foreclosure, levy, execution, attachment or other process of law or equity.

9. LANDLORD'S REMEDIES.

Upon the occurrence of any Event of Default not cured within fifteen (15) days of notice, Landlord may, at its option, in addition to any other remedy or right it has hereunder or by law, including re-entering the Tillable Real Estate, without demand or notice, and resume possession by an action in law or equity or by force or otherwise and without being liable in trespass or for any damages and without terminating this Lease, and may seek to attach a lien against any existing crops of the Tenant.

10. ATTORNEY'S FEES.

The Tenant shall pay the Landlord's reasonable attorney's fees and costs incurred in successfully enforcing against the Tenant any covenant, term or condition of this Lease, including the collection of unpaid rent.

11. ACCESS BY LANDLORD TO TILLABLE REAL ESTATE.

Landlord and/or Landlord's agents, shall be permitted to come upon and examine the Tillable Real Estate to undertake such examinations, surveys, or other similar acts. However, the Landlord shall pay the Tenant for any crop damage caused by such acts.

12. QUIET ENJOYMENT.

If Tenant shall perform all of the covenants and agreements herein provided to be performed on Tenant's part, Tenant shall, at all times during the term, have the peaceable and quiet enjoyment of possession of

the Tillable Real Estate without any manner of hindrance from the Landlord or any parties lawfully claiming under Landlord, other than such disturbance may be caused by the Landlord's airport operations.

13. GENERAL AGREEMENT OF PARTIES.

This Lease shall extend to and be binding upon the heirs, personal representatives, successors and assigns of the parties. This provision, however, shall not be construed to permit the assignment of this Lease except as may be permitted hereby. When applicable, use of the singular form of any word shall mean or apply to the plural and the neuter form shall mean or apply to the feminine or masculine.

The captions and article numbers appearing on this Lease are inserted only as a matter of convenience and are not intended to define, limit, construe, or describe the scope or intent of such provisions. No waiver by Landlord of any default by Tenant shall be effective unless in writing, nor operate as a waiver of any other default or of the same default on a future occasion. Landlord's acceptance of rent shall not be deemed a waiver as to any proceeding default. Any notices to be given hereunder shall be deemed sufficiently given when in writing and (a) actually served on the party to be notified or (b) placed in an envelope directed to the party to be notified at the following addresses and deposited in the United States mail by certified or registered mail, postage prepaid:

1. If to Landlord, c/o Clerk-Treasurer at 16 North 10th Street, Noblesville, Indiana 46060, with a copy to Brandon Bennett at 701 Cicero Road, Noblesville, Indiana 46060.
2. If to Tenant at:
Ecoagro USA, LLC
102 Natasha Drive
Noblesville, Indiana 46062

Such addresses may be changed by either party by written advice as to the new address given as above provided. This Lease may be recorded by the Tenant.

IN WITNESS WHEREOF, Landlord and Tenant have executed this Lease on the dates set out herein.

LANDLORD
CITY OF NOBLESVILLE BY ITS
DEPARTMENT OF PARKS AND
RECREATION

Dated: _____

By: _____

ATTEST:

Director of Parks

STATE OF INDIANA)
)SS:
COUNTY OF HAMILTON)

Subscribed and sworn to before me, a Notary Public this _____ day of _____, 2015, personally appeared the within named _____, as President and _____, as Director of Parks of the City of Noblesville Department of Parks and Recreation and acknowledged the execution of the foregoing document.

WITNESS my hand and official seal.

My Commission Expires:

Notary Public,
Residing in _____ County, Indiana

TENANT

Ecoagro USA, LLC, Jason Spartz

STATE OF INDIANA)
)SS:
COUNTY OF HAMILTON)

Subscribed and sworn to before me, a Notary Public this _____ day of _____, 2015, and personally appeared the within named Ecoagro USA, LLC and acknowledged the execution of the foregoing document.

WITNESS my hand and official seal.

My Commission Expires:

Notary Public,
Residing in _____ County, Indiana

**BID OPENING
FINCH CREEK PARK, PHASE I
MAY 10, 2018**

Bids were received pursuant to public notice at the office of the Clerk on Thursday, May 10, 2018 for a 3:00 p.m. bid opening. Those present were City Clerk Evelyn Lees, City Attorney Michael Howard, Director of Parks Brandon Bennett, Architect Darren Peterson, Fred Prazeau of Context Design, and representatives of the bidders. All bids were received on time.

Mr. Howard stated the first bid was from MacDougall Pierce Construction, Inc. Their Form 96, non-collusion affidavit, bid bond, and financial statement were included in the packet. They acknowledged receipt of eleven addenda. Their base bid was \$8,754,000.00. Alternate 1 was \$131,000.00; Alternate 2 was \$157,048.00; Alternate 3 was \$57,000.00; Alternate 4 was \$288,900.00; Alternate 5 was a deduct of \$455,000.00; Alternate 6 was a deduct of \$65,000.00; Alternate 7 was a deduct of \$1,144,000.00.

The next bid was from Meyer Najem Construction, LLC. Their Form 96, non-collusion affidavit, bid bond, E-verify affidavit, and sealed financial statement were included in the packet. They acknowledged receipt of eleven addenda. Their base bid was \$8,899,000.00. Alternate 1 was \$207,194.00; Alternate 2 was \$112,169.00; Alternate 3 was \$97,096.00; Alternate 4 was \$323,747.00; Alternate 5 was a deduct of \$202,208.00; Alternate 6 was a deduct of \$35,713.00; Alternate 7 was a deduct of \$1,163,000.00.

The next bid was from Myers Construction Management, Inc. Their Form 96, non-collusion affidavit, bid bond, and sealed financial statement were included in the packet. They acknowledged receipt of eleven addenda. Their base bid was \$8,470,000.00. Alternate 1 was \$165,000.00; Alternate 2 was \$217,000.00; Alternate 3 was \$86,700.00; Alternate 4 was \$335,500.00; Alternate 5 was a deduct of \$258,000.00; Alternate 6 was a deduct of \$8,800.00; Alternate 7 was a deduct of \$1,130,000.00.

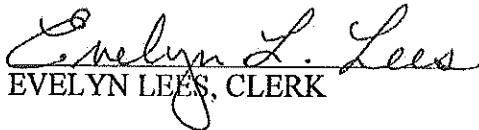
The next bid was from Brandt Construction, Inc. Their Form 96, non-collusion affidavit, bid bond, and financial statement were included in the packet. They acknowledged receipt of eleven addenda. Their base bid was \$9,800,000.00. Alternate 1 was \$205,000.00; Alternate 2 was \$156,000.00; Alternate 3 was \$147,000.00; Alternate 4 was \$473,000.00; Alternate 5 was a deduct of \$85,000.00; Alternate 6 was a deduct of \$60,000.00; Alternate 7 was a deduct of \$1,403,000.00.

The next bid was from R. L. Turner. Their Form 96, non-collusion affidavit, bid bond, and sealed financial statement were included in the packet. They acknowledged receipt of eleven addenda. Their base bid was \$9,420,000.00. Alternate 1 was \$160,000.00; Alternate 2 was \$180,000; Alternate 3 was \$140,000.00; Alternate 4 was \$301,000.00; Alternate 5 was a deduct of \$490,000.00; Alternate 6 was a deduct of \$60,600.00; Alternate 7 was a deduct of \$1,260,000.00.

Mr. Howard stated this appears to be all the bids for the Finch Creek Park – Phase I project. Mr. Howard asked if anyone present knew of any other bids. There were none appearing.

**BID OPENING
FINCH CREEK PARK, PHASE I
MAY 10, 2018, PAGE II**

Mr. Howard referred the bids for review by the Parks and Recreation Department and their consultants. He stated bidders will be informed in writing of the date the bid will be awarded. Mr. Bennett thanked those who submitted bids.


EVELYN LEES, CLERK