



Noblesville Park Board Meeting
Wednesday, September 6th, 2018
The Green Room
6:00 p.m.

Noblesville Parks & Recreation Board Agenda

Call to Order
Approval of Agenda
Approval of Minutes of August 1st, 2018 Board Meeting

Financial

1. Approval of Claims – September 11 and September 25
2. Transfers and Appropriations

Reports

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

Old Business

1. Board to consider change order 2 for Finch Creek Park

New Business

1. Board to consider Agreement with Magic Ice

Next Meeting October 3, 2018, The Green Room @ Federal Hill Commons, 6pm.

Upcoming Events

September 7:	Wind Down with Art at Federal Hill Commons
September 8:	Movie in the Park at Forest Park: Despicable Me 3
September 9:	Genesis Church Celebration at Federal Hill Commons
September 14:	Food Truck Friday at Federal Hill Commons Flashback Friday at Federal Hill Commons; Mike and Joe
September 15:	Great Inflatable Race at Forest Park Movie in the Park at Forest Park: Jumanji
September 21:	Movie in the Park at Forest Park: Cars 3
September 22:	Noblesville Mini Marathon through Forest Park Noblesville Brewfest at Forest Park
September 24-27:	NRPA Conference in Indianapolis
September 28:	Food Truck Friday at Federal Hill Commons Flashback Friday at Federal Hill Commons: Hairbanger's Ball
September 29:	ZPL KidFest at Federal Hill Commons Movie in the Park at Forest Park: Wonder



Noblesville Parks and Recreation Board Minutes August 1, 2018

MEMBERS PRESENT: Scott Noel, Laurie Dyer, and Carl Johnson.

OTHERS PRESENT: Brandon Bennett, Director; Mike Hoffmeister, Assistant Director, Abigail Hash, Board Secretary; Nicole Haberlin, Director of Recreations; Courtney, Recreation Intern.

CALL TO ORDER: Meeting was called to order by Laurie Dyer at 5:56pm. Mr. Johnson seconded, the motion was approved unanimously.

APPROVAL OF AGENDA: Mrs. Dyer asked if there were any other additions or deletions to the agenda. Mr. Noel motioned, Mr. Johnson seconded, the agenda passed unanimously.

APPROVAL OF MINUTES of July 11, 2018. Mrs. Dyer asked for the approval of July 11, 2018 minutes. Mr. Noel moved to approve the minutes for the July 11, 2018 Board meeting as presented, Mr. Johnson approved and Mr. Noel seconded this motion. No further discussion was held and the motion passed unanimously.

FINANCIAL:

1. **Approval of Claims for August 14th and August 28th**

Mr. Noel moved to approve claims as presented, Mr. Johnson seconded. Claims were passed unanimously.

2. **Transfers and Appropriations: None**

Reports

1. **Recreation Report**

- a. Courtney Chrstl spoke about how camp had gone this summer. Scholarship wise we had 25 spots available, 10 of those provided by an anonymous donor, 15 of those 25 spots were used. We gave out a total of 38 scholarships this summer. Each week of camp this summer we averaged \$3,000 of net profit, totaling \$21,539.00 made from camp this summer. Even though we had more children attend camp this year, we had the same net total as we had last year, and this is because we had to purchase more equipment. We hope that next year we will have a bigger spike in our net total as we will not need to purchase new equipment. Courtney went on to speak about how camp has benefited her personally. Being a part of the Noblesville Parks and Recreation Camp this year has allowed her to work on her computer skills, communication skills, responsibility, and also being in a management position.
- b. Nichole Haberlin then went over the rest of the Recreation Report (see attached). We have sent out first rent paperwork out to teams that rented out our gyms last year. Pickleball will be starting soon, once we hear back from our renters we will schedule night and weekend Pickleball. Ivy Tech is letting us redo their College Gym floor, this will allow us to start Pickleball in there as well as volleyball. Ivy Tech will be paying for the floor to be done, but it will give us the freedom to add the additional lines. The auditorium has had

back to back rentals, and have a conference coming up as well. Our Rec-to-Go this summer netted \$3,339.75. Millers Explores is traveling to the elementary schools to provide free activities that coincides with the after school programs. Finally, we are very excited about a new partnership with Oasis, a 50 plus programming. This is a unique partnership because it is between Oasis, Ivy Tech and the Parks Dept., this partnership will start in September.

2. Director of Golf Report

- a. Mike Hoffmeister spoke, Gary Deakyne is out of town, (see attached). The numbers presented in the report do include both golf courses. We have an Assistant Golf Course Superintendent position currently open, but we are not having a lot of applications. The goal of this position is to have this person eventually take over Forest Park Golf Course once a current employee retires next year.

3. Assistant Director Report

- a. Mike Hoffmeister gave the report (see attached). The Back to School Bash was a huge success, having the most people at the park at one time, about 8,000. We have only had positive feedback about the event. August 31st is a Flick and Float, you pay admission to the pool and the movie is Soul Surfer. We have had a very successful year so far upgrading our existing facility. Thank you to our board to approving those upgrades and allowing us to keep the parks beautiful. The White River has been making headlines as people in the news are talking about making the White River a highlight. We are working with Golars and Keep Noblesville Beautiful to update our boat launch as well as the bridge next to it. Chuck Lehman has met or received a survey from our entire staff, he is also going to meeting with people in the city, such as the Mayor, he would like to know if there is anyone on the board that would be willing to meet with him. He will also be meeting with the Park Foundation to discuss the carousel.

OLD BUSINESS

1. None


NEW BUSINESS

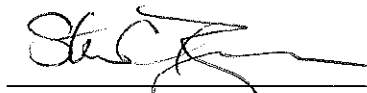
1. None

Brandon Bennett then spoke about the entire Parks and Recreation team and how hard working they are. We are in the budget process right now. The first submission of the budget has been made and the first hearing will be on the upcoming Tuesday. We feel confident about where we are at and what the Council will have to say. Once we hear from the Council we will bring the budget back to the Park Board along with the Recreation and Golf budget. Mr. Johnson asked about the Finch Creek timeline. The builders of the sports complex are still saying Sept 24th, but we are not sure that they will make that deadline. The process is going well, we will have drive access by Sept 24th, and we are on track to provide that. Once that is complete we will work on developing the park

With no other business to discuss, Mr. Johnson made a motion to adjourn and Mr. Noel seconded this motion. Mrs. Dyer adjourned the meeting at 6:41pm.

Next meeting: Wednesday, September 5 2018, The Green Room @ Federal Hill Commons, 6pm


Abigail F. Hash, Secretary


Steve Rogers, President

I hereby certify that each of the above listed vouchers and the invoices, or bills attached there to, are true and correct and I have audited same in accordance with IC5-11-10-1.6.

Fiscal Officer

ALLOWANCE OF ACCOUNTS PAYABLE VOUCHERS

CITY OF NOBLESVILLE

We have examined the Accounts Payable Vouchers listed on the foregoing Register of Accounts Payable Vouchers consisting of 8 pages and except for accounts payables not allowed as shown on the Register such accounts payables are hereby allowed in the total amount of \$ 75,357.47.

Dated this 5 day of September.

[Signature] _____
[Signature] _____
[Signature] _____

Signatures of Governing Board

Installed by the CITY OF NOBLESVILLE-2013
Fund Report
 All Funds
 For the month of July 2018
 Grouped By Bank
 Ordered By Fund

UND TITLE	BALANCE BEG OF YEAR	REVENUE YTD	DISBURSED YTD	BALANCE BEG OF MONTH	REVENUE MTD	DISBURSED MTD	CURRENT BALANCE
01 GEN	16306782.74	22305243.92	22706691.30	17384876.39	1837875.99	3317417.02	15905335.36
03 DEFER	278423.25	34510.00	175.00	309723.25	3110.00	75.00	312758.25
04 LECE	168963.37	23695.28	35239.00	157381.22	2553.28	2514.85	157419.65
05 ASSET FORF	0.00	0.00	0.00	0.00	0.00	0.00	0.00
06 MVH	2723281.35	4680337.86	2672792.56	4796283.79	311307.92	376765.06	4730826.65
07 LRS	2064807.04	777185.50	425341.44	2291026.32	127061.87	1437.09	2416651.10
08 PARKS	785323.86	1300942.04	1463156.89	782440.05	16556.27	175887.31	623109.01
09 PARKS CAP	798148.08	36413.00	709916.69	127766.60	3009.79	6132.00	124644.39
10 PARKS PRGMS	13306.38	626212.61	809617.85	-177607.16	137581.24	130072.94	-170098.86
11 PARKING	582134.93	71175.23	48736.48	601725.71	8924.71	6076.74	604573.68
12 DTWN DEV	0.00	500000.00	70712.24	429287.76	0.00	0.00	429287.76
13 ALARIM	9738.43	0.00	0.00	9738.43	0.00	0.00	9738.43
14 FIRE CUM	1115233.90	248229.00	169398.72	1194064.18	0.00	0.00	1194064.18
16 FIRE PENS	730314.31	242780.78	296117.62	718932.85	0.00	0.00	676977.47
17 POLICE PENS	556383.09	116427.79	131352.46	558070.72	0.00	0.00	541458.42
18 DS/COIT SINKING	842454.25	1160.00	131500.00	712114.25	0.00	0.00	712114.25
20 CCD	2571428.56	875841.44	1624831.79	1853345.71	0.00	30907.50	1822438.21
23 CITY SIGN	7211.00	0.00	0.00	7211.00	0.00	0.00	7211.00
24 CCI	362299.65	161563.22	146861.20	378480.31	0.00	1478.64	377001.67
32 HAZ MAT RMB	5.42	0.00	0.00	5.42	0.00	0.00	5.42
40 PROMO	0.00	92380.91	50435.81	-36664.43	83910.00	5300.47	41945.10
42 REC PERP	20882.63	12627.00	134.15	31674.63	1718.00	17.15	33375.48
44 SCH SALE	250852.26	0.00	0.00	250852.26	0.00	0.00	250852.26
50 FINCH CRK CONST	0.00	2232557.00	289837.50	1942719.50	0.00	0.00	1942719.50
57 TRAIL MAINT	220351.78	0.00	0.00	220351.78	0.00	0.00	220351.78
58 146TH ST RMB	1536968.35	0.00	654999.06	1286731.78	0.00	404762.49	881969.29
63 RAINY DAY	7266883.64	4471928.56	392978.36	11324445.41	240730.20	219341.77	11345833.84
98 PARK IMPACT	0.00	4003938.03	2473428.00	1542389.69	64956.00	76835.66	1530510.03

Accounts Payable Register

Date: 08/31/2018 03:45:24 PM
APVREGISTER.FRX

DATE	APV #	NAME OF PAYEE	PO #	APPROP #	APPROPRIATION	DESCRIPTION	AMOUNT	CHECK #	MEMORANDUM
12/2018	183595	J & M LANDSCAPE SOLUTIONS LLC		106025364.100	STR/MAINT&ADMIN - LANDSCAP SERV	LANDSCAPE 17, 18 & MOWING 14, 15	15877.34	/ /	
12/2018	183556	BREHOB NURSRIES LLC		106025226.100	STR/MAINT&ADMIN - LANDSCAP SUPP	SI-16855	378.00	/ /	
12/2018	183574	FERGUSON FACILITIES SUPPLY		106025220.100	STR/MAINT&ADMIN - GEN OPER SUPP	14065829	199.99	/ /	
SubTotal Department 025							54882.09		
Department 026 STR/IMPROV&REHAB									
12/2018	183651	HAMILTON COUNTY REPORTER NEWSPAPER		106026323.100	STR/IMPROV&REHA - LEGAL ADVERT CHRGS	RL1696	80.48	/ /	
12/2018	183650	A & F ENGINEERING		106026313.100	STR/IMPROV&REHA - ENG CONSULT	16153	5912.50	/ /	
SubTotal Department 026							5992.98		
Total Fund 106							60875.07		
Fund 107 LRS									
Department 025 STR/MAINT&ADMIN									
12/2018	183563	E & B PAVING INC		107025241.100	STR/MAINT&ADMIN - PAVING SUPP	30012969	94.30	/ /	
12/2018	183563	E & B PAVING INC		107025241.100	STR/MAINT&ADMIN - PAVING SUPP	30013589	260.64	/ /	
12/2018	183629	HARDING MATERIALS INC		107025241.100	STR/MAINT&ADMIN - PAVING SUPP	23587	151.38	/ /	
12/2018	183629	HARDING MATERIALS INC		107025241.100	STR/MAINT&ADMIN - PAVING SUPP	23513	78.98	/ /	
12/2018	183616	SEALMASTER INDIANAPOLIS		107025241.100	STR/MAINT&ADMIN - PAVING SUPP	20661	253.98	/ /	
SubTotal Department 025							839.28		
Total Fund 107							839.28		
Fund 108 PARKS									
Department 020 PRKS/MAINT&ADMIN									
12/2018	183476	TAYLORED SYSTEMS INC		108020314.100	PRKS/MAINT&ADMIN - SOFTWR LICENS & MAINT AG	071110	69.14	/ /	

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Accounts Payable Register

DATE	APV #	NAME OF PAYEE	PO #	APPROP #	APPROPRIATION	DESCRIPTION	AMOUNT	CHECK #	MEMORANDUM
12/20/18	183475	TAYLORED SYSTEMS INC		108020314.100	PRKS/MAINT&ADMI - SOFTWR LICENS & MAINT AG	071108	41.96	11	
12/20/18	183603	TAYLORED SYSTEMS INC		108020314.100	PRKS/MAINT&ADMI - SOFTWR LICENS & MAINT AG	071228	187.50	11	
12/20/18	183601	NOBLESVILLE CHAMBER OF		108020334.100	PRKS/MNT&ADM - CONF/EVENT REGIS FEES	14251	20.00	11	
12/20/18	183338	SCHWARTZ / INDY INC		108020223.100	PRKS/MAINT&ADMI - EQUIPT MAINT SUPP	72274	14.80	11	
12/20/18	183589	CAVE AND COMPANY PRINTING		108020390.100	PRKS/MAINT&ADMI - OTH SERV & CHRGS	19465	1657.84	11	
12/20/18	183613	SAM'S CLUB DIRECT		108020322.100	PRKS/MAINT&ADMI - MEMBER DUES	CF8081	110.00	11	
12/20/18	183472	NRPA ANNUAL CONFERENCE REGISTRATION		108020334.100	PRKS/MNT&ADM - CONF/EVENT REGIS FEES	20180725	2715.00	11	
12/20/18	183588	CDK REFRIGERATION		108020365.200	PRKS/MAINT&ADMI - EQUIPT RENT CHRGS	18SEPT687	85.00	11	
12/20/18	183350	IRVING MATERIALS INC		108020226.100	PRKS/MAINT&ADMI - LANDSCAP SUPP	70561345	648.44	11	
12/20/18	183481	RIZINGSTAR ENTERTAINMENT		108020390.100	PRKS/MAINT&ADMI - OTH SERV & CHRGS	602	810.00	11	
12/20/18	183665	RIZINGSTAR ENTERTAINMENT		108020390.100	PRKS/MAINT&ADMI - OTH SERV & CHRGS	09-14-18	4125.00	11	
12/20/18	183608	PLYMATES IMAGE MATS		108020361.100	PRKS/MAINT&ADMI - FACILITY MAINT SERV	2746332	23.03	11	
12/20/18	183608	PLYMATES IMAGE MATS		108020361.100	PRKS/MAINT&ADMI - FACILITY MAINT SERV	2746331	53.35	11	
12/20/18	183608	PLYMATES IMAGE MATS		108020361.100	PRKS/MAINT&ADMI - FACILITY MAINT SERV	2775499	23.03	11	
12/20/18	183608	PLYMATES IMAGE MATS		108020361.100	PRKS/MAINT&ADMI - FACILITY MAINT SERV	2736451	52.38	11	
12/20/18	183608	PLYMATES IMAGE MATS		108020361.100	PRKS/MAINT&ADMI - FACILITY MAINT SERV	0775501	62.11	11	
12/20/18	183608	PLYMATES IMAGE MATS		108020361.100	PRKS/MAINT&ADMI - FACILITY MAINT SERV	2775498	55.40	11	
12/20/18	183608	PLYMATES IMAGE MATS		108020361.100	PRKS/MAINT&ADMI - FACILITY MAINT SERV	2739743	53.35	11	
12/20/18	183608	PLYMATES IMAGE MATS		108020361.100	PRKS/MAINT&ADMI - FACILITY MAINT SERV	2736449	53.35	11	
12/20/18	183635	GRAINGER INC		108020220.100	PRKS/MAINT&ADMI - GEN	9872286852	33.36	11	

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12/2018	183635	GRAINGER INC		108020220.100	OPER SUPP PRKS/MAINT&ADMI - GEN OPER SUPP	9872364238	84.20		/ /	
12/2018	183469	ADVANCED TURF SOLUTIONS		108020364.100	PRKS/MAINT&ADMI - LANDSCAP SERV	SO701763	1872.98		/ /	
12/2018	183621	SWEITZERS BUSINESS SOLUTIONS		108020211.100	PRKS/MNT&ADMI - STATIONARY/PRINT PAPER	1782568-0	436.79		/ /	
12/2018	183621	SWEITZERS BUSINESS SOLUTIONS		108020211.200	PRKS/MAINT&ADMI - PRINT SUPPLIES	1783535-0	109.24		/ /	
12/2018	183339	NAPA AUTO PARTS		108020223.200	PRKS/MAINT&ADMI - EQUIPT REPAIR PARTS	150638	132.39		/ /	
12/2018	183598	NAPA AUTO PARTS		108020222.100	PRKS/MAINT&ADMI - VEH MAINT SUPP	150664	6.49		/ /	
12/2018	183343	DISCOUNT COPIES		108020390.100	PRKS/MAINT&ADMI - OTH SERV & CHRGS	70661	50.00		/ /	
12/2018	183349	LESTER RECREATION DESIGNS		108020224.100	PRKS/MNT&ADM - HSEKEEPING SUPP	18-08-07	814.00		/ /	
12/2018	183599	NOBLESVILLE ACE HARDWARE		108020224.100	PRKS/MNT&ADM - HSEKEEPING SUPP	A102085	6.44		/ /	
12/2018	183468	MENARDS		108020225.100	PRKS/MAINT&ADMI - BLDG MAINT SUPP	56249	21.48		/ /	
12/2018	183352	MENARDS		108020226.100	PRKS/MAINT&ADMI - LANDSCAP SUPP	56174	89.99		/ /	
12/2018	183602	MCGAVIC OUTDOOR POWER EQUIPMENT INC		108020223.200	PRKS/MAINT&ADMI - EQUIPT REPAIR PARTS	N185697	107.89		/ /	
12/2018	183663	MICHAEL OTTINGER		108020390.100	PRKS/MAINT&ADMI - OTH SERV & CHRGS	SPET 14	600.00		/ /	
12/2018	183470	MACALLISTER RENTALS		108020223.200	PRKS/MAINT&ADMI - EQUIPT REPAIR PARTS	R64273065901	32.70		/ /	
12/2018	183345	MACALLISTER RENTALS		108020223.200	PRKS/MAINT&ADMI - EQUIPT REPAIR PARTS	R64273065901	32.70		/ /	
12/2018	183673	SARAH CLEVERLY		108020050.000	PRKS/MAINT&ADMI - DEPOSIT RELEASE	2000994.002	200.00		/ /	
12/2018	183669	MARTHA ALVAREZ		108020050.000	PRKS/MAINT&ADMI - DEPOSIT RELEASE	2000998.002	200.00		/ /	
12/2018	183477	ADAM D SPAFFORD		108020390.100	PRKS/MAINT&ADMI - OTH SERV & CHRGS	SECURITY	150.00		/ /	
12/2018	183564	CRAIG THURSTON		108020390.100	PRKS/MAINT&ADMI - OTH SERV & CHRGS	SEPT 14	200.00		/ /	

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DATE	APV #	NAME OF PAYEE	PO #	APPROP #	APPROPRIATION	DESCRIPTION	AMOUNT	CHECK #	CHECK DATE	MEMORANDUM
12/2018	183584	VIBENOMICS INC		108020314,100	PRKS/MAINT&ADMI - SOFTWR LICENS & MAINT AG	1656	96.75		/ /	
12/2018	183584	VIBENOMICS INC		108020314,100	PRKS/MAINT&ADMI - SOFTWR LICENS & MAINT AG	1655	96.75		/ /	
12/2018	183468	DELTA SEO		108020314,100	PRKS/MAINT&ADMI - SOFTWR LICENS & MAINT AG	3554369	98.37		/ /	
12/2018	183678	INDY TROLLEY LLC		108020365,200	PRKS/MAINT&ADMI - EQUIPT RENT CHRGS	2018-09-14C	1080.00		/ /	
12/2018	183678	INDY TROLLEY LLC		108020365,200	PRKS/MAINT&ADMI - EQUIPT RENT CHRGS	2018-09-14D	1180.00		/ /	
12/2018	183482	MATT GROSE		108020390,100	PRKS/MAINT&ADMI - OTH SERV & CHRGS	SECURITY	160.00		/ /	
12/2018	183478	JAVIER CONTRERAS-FLORES		108020390,100	PRKS/MAINT&ADMI - OTH SERV & CHRGS	SECUTIRY 8/10	160.00		/ /	
12/2018	183478	JAVIER CONTRERAS-FLORES		108020390,100	PRKS/MAINT&ADMI - OTH SERV & CHRGS	SECUTIRY 8/18	160.00		/ /	
12/2018	183474	JANICE PEGUES		108020050,000	PRKS/MAINT&ADMI - DEPOSIT RELEASE	2000986.002	85.60		/ /	
12/2018	183666	SQL SATURDAY INDY		108020050,000	PRKS/MAINT&ADMI - DEPOSIT RELEASE	2000362.003	500.00		/ /	
12/2018	183667	DEB NANACE		108020050,000	PRKS/MAINT&ADMI - DEPOSIT RELEASE	2000988.002	251.45		/ /	
12/2018	183667	DEB NANACE		108020050,000	PRKS/MAINT&ADMI - DEPOSIT RELEASE	2000987.002	200.00		/ /	
12/2018	183670	DANIEL HEDLUND		108020050,000	PRKS/MAINT&ADMI - DEPOSIT RELEASE	2000997.002	400.00		/ /	
12/2018	183671	MEGAN TEMPLETON		108020050,000	PRKS/MAINT&ADMI - DEPOSIT RELEASE	2000996.002	400.00		/ /	
12/2018	183672	JULIA KOZICKI		108020050,000	PRKS/MAINT&ADMI - DEPOSIT RELEASE	2000995.002	200.00		/ /	
12/2018	183674	CATHY WILKINSON		108020050,000	PRKS/MAINT&ADMI - DEPOSIT RELEASE	2000993.002	200.00		/ /	
12/2018	183675	JODIE NEWBY		108020050,000	PRKS/MAINT&ADMI - DEPOSIT RELEASE	2000992002	200.00		/ /	
12/2018	183676	JORDAN BOWMAN		108020050,000	PRKS/MAINT&ADMI - DEPOSIT RELEASE	2000991.002	400.00		/ /	
Sub Total Department 020							21920.25			

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Accounts Payable Register

DATE	APV #	NAME OF PAYEE	PO #	APPROP #	APPROPRIATION	DESCRIPTION	AMOUNT	CHECK #	MEMORANDUM
12/2018	183635	GRAINGER INC		108023449.100	PRKS/IMPROV&REH - OTH OPER EQUIPT	9870443968	177.04	/ /	
Sub Total Department 023							177.04		
Total Fund 108							22097.29		
Fund 110 PARKS PRGMS									
Department 021 PRKS/GOLF									
12/2018	183476	TAYLORED SYSTEMS INC		110021314.100	PRKS/GOLF - SOFTWR LICENS & MAINT AGRMNTS	071109	548.00	/ /	
12/2018	183340	ROUDEBUSH EQUIPMENT INC		110021223.200	PRKS/GOLF - EQUIPT REPAIR PARTS	007919	1412.69	/ /	
12/2018	183579	ROUDEBUSH EQUIPMENT INC		110021223.200	PRKS/GOLF - EQUIPT REPAIR PARTS	008041	74.18	/ /	
12/2018	183340	ROUDEBUSH EQUIPMENT INC		110021223.200	PRKS/GOLF - EQUIPT REPAIR PARTS	007851	45.71	/ /	
12/2018	183475	SHELBY MATERIALS		110021226.100	PRKS/GOLF - LANDSCAP SUPP	597787	792.64	/ /	
12/2018	183347	INDIANA GOLF CAR		110021222.200	PRKS/GOLF - VEH REPAIR PARTS	11607	339.98	/ /	
12/2018	183347	INDIANA GOLF CAR		110021222.200	PRKS/GOLF - VEH REPAIR PARTS	11547	700.23	/ /	
12/2018	183588	CDK REFRIGERATION		110021365.200	PRKS/GOLF - EQUIPT RENT CHRGS	18SEPT687	261.00	/ /	
12/2018	183668	GARY DEAKYNE INC		110021390.100	PRKS/GOLF - OTH SERV & CHRGS	AUGUST	2260.00	/ /	
12/2018	183608	PLYMATES IMAGE MATS		110021361.100	PRKS/GOLF - FACILITY MAINT SERV	2775500	68.64	/ /	
12/2018	183608	PLYMATES IMAGE MATS		110021361.100	PRKS/GOLF - FACILITY MAINT SERV	2775502	78.69	/ /	
12/2018	183608	PLYMATES IMAGE MATS		110021361.100	PRKS/GOLF - FACILITY MAINT SERV	2746333	66.08	/ /	
12/2018	183608	PLYMATES IMAGE MATS		110021361.100	PRKS/GOLF - FACILITY MAINT SERV	2746335	55.32	/ /	
12/2018	183635	GRAINGER INC		110021224.100	PRKS/GOLF - HSEKEEPING SUPP	9877723040	110.30	/ /	
12/2018	183635	GRAINGER INC		110021224.100	PRKS/GOLF - HSEKEEPING SUPP	9878859116	74.22	/ /	

Installed by the CITY OF NOBLESVILLE-2013
Accounts Payable Register

DATE	APV #	NAME OF PAYEE	PO #	APPROP #	APPROPRIATION	DESCRIPTION	AMOUNT	CHECK #	MEMORANDUM
					SUPP				
'12/2018	183635	GRAINGER INC		110021224.100	PRKS/GOLF - HSEKEEPING	9880115291	183.18	/ /	
					SUPP				
'12/2018	183339	NAPA AUTO PARTS		110021223.200	PRKS/GOLF - EQUIPT REPAIR	149254	26.76	/ /	
					PARTS				
'12/2018	183341	SITEONE LANDSCAPE SUPPLY		110021226.100	PRKS/GOLF - LANDSCAP	87566696	-50.00	/ /	
					SUPP				
'12/2018	183341	SITEONE LANDSCAPE SUPPLY		110021225.200	PRKS/GOLF - BLDG REPAIR	87497977	236.00	/ /	
					PARTS				
'12/2018	183628	HARRELLS LLC		110021242.100	PRKS/GOLF - RD SALT &	CREDIT	1220.44	/ /	
					CHEM				
'12/2018	183628	HARRELLS LLC		110021242.100	PRKS/GOLF - RD SALT &	INV01167241	1800.00	/ /	
					CHEM				
'12/2018	183572	LC2 PROMOTIONS LLC		110021251.100	PRKS/GOLF - CLOTH &	2628	298.12	/ /	
					ACCESSORIES				
'12/2018	183346	R & T TIRE - TIPTON		110021222.200	PRKS/GOLF - VEH REPAIR	N01T5Z	12.15	/ /	
					PARTS				
'12/2018	183346	R & T TIRE - TIPTON		110021222.200	PRKS/GOLF - VEH REPAIR	N01T5R	4.91	/ /	
					PARTS				
SubTotal Department 021							10619.24		
Department 022 PRKS/REC									
'12/2018	183351	TRISH FRANCIOSI DOODLE		110022390.100	PRKS/REC - OTH SERV &	4286	154.80	/ /	
		BUGZ			CHRG				
'12/2018	183351	TRISH FRANCIOSI DOODLE		110022390.100	PRKS/REC - OTH SERV &	4222	129.20	/ /	
		BUGZ			CHRG				
'12/2018	183342	MAGIC ICE USA INC		110022390.100	PRKS/REC - OTH SERV &	25% DEPOSIT	26750.00	/ /	
					CHRG				
'12/2018	183677	STEVEN FARLEY		110022390.100	PRKS/REC - OTH SERV &	PICKLEBALL	360.00	/ /	
					CHRG				
SubTotal Department 022							27394.00		
SubTotal Fund 110							38013.24		
Fund 111 PARKING									
Department 004 POLICE									
'12/2018	183639	GALLS INC		111004251.100	POLICE - CLOTH &	010456797	160.72	/ /	
					ACCESSORIES				

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Accounts Payable Register

DATE	APV #	NAME OF PAYEE	PO #	APPROP #	APPROPRIATION	DESCRIPTION	AMOUNT	CHECK #	DATE	MEMORANDUM	
12/2018	183639	GALLS INC		111004251.100	POLICE - CLOTH & ACCESSORIES	010468460	91.32		/ /		
12/2018	183319	MERCEDES BENZ FINANCIAL SERVICES		111004363.100	POLICE - VEH MAINT SERV	101955	80.00		/ /		
SubTotal Department 004							332.04				
SubTotal Fund 111							332.04				
Fund 140 PROMO											
*Department 002 MAYOR											
12/2018	183479	LC2 PROMOTIONS LLC		140002394.100	MAYOR - PROMO NOVLTS & MATLS	2620	253.89		/ /		
SubTotal Department 002							253.89				
*Department 005 FIRE											
12/2018	183600	NOBLESVILLE TROPHIES		140005220.100	FIRE - GEN OPER SUPP	49646	88.00		/ /		
12/2018	183631	HITTLE FLORAL DESIGN		140005220.100	FIRE - GEN OPER SUPP	119	81.00		/ /		
SubTotal Department 005							169.00				
*Department 011 ECO DEVO											
12/2018	183564	INTERNATIONAL ECONOMIC		140011371.100	ECO DEVO - PUBLIC PURP GRANT PYMT	89488	2500.00		/ /		
SubTotal Department 011							2500.00				
SubTotal Fund 140							2972.89				
Fund 158 146TH ST RMB											
*Department 026 STR/IMPROV&REHAB											
12/2018	183659	USI CONSULTANTS		158026313.100	STR/IMPROV&REHA - ENG CONSULT	7924	15966.16		/ /		
SubTotal Department 026							15966.16				
SubTotal Fund 158							15966.16				
Fund 198 PARK IMPACT											
*Department 023 PRKS/IMPROV&REHAB											
12/2018	183471	LEHMAN & LEHMAN INC		198023390.100	PRKS/IMPROV&REH - OTH	18-141	7157.27		/ /		

Installed by the CITY OF NOBLESVILLE-2013
Accounts Payable Register

DATE	APV #	NAME OF PAYEE	PO #	APPROP #	APPROPRIATION	DESCRIPTION	AMOUNT	CHECK #	DATE	MEMORANDUM
Fund 501 STONEY CRK E TIF										
*Department 000 NON DEPT										
12/2018	183354	THE BANK OF NEW YORK MELLON		501000324.100	STONEY - NON DEPT - BANK & OTH FIN SERV FEES	252-2129551	1600.00	/ /		
SubTotal Department 000							1600.00			
Fund Total Fund 501							1600.00			
Fund 503 DTWN TIF										
*Department 001 MAINT										
12/2018	183587	RAY C CARSON JR		503001366.100	DTWN T - MAINT - PAVE MAINT SERV	HOT CRACK SEAL RESTRIPE	2075.00	/ /		
12/2018	183587	RAY C CARSON JR		503001366.100	DTWN T - MAINT - PAVE MAINT SERV	HOT CRACK SEAL RESTRIPE	1635.00	/ /		
12/2018	183587	RAY C CARSON JR		503001366.100	DTWN T - MAINT - PAVE MAINT SERV	MILL & FILL	350.00	/ /		
12/2018	183587	RAY C CARSON JR		503001366.100	DTWN T - MAINT - PAVE MAINT SERV	HOT CRACK SEAL RESTRIPE	4365.00	/ /		
12/2018	183587	RAY C CARSON JR		503001366.100	DTWN T - MAINT - PAVE MAINT SERV	HOT CRACK SEAL RESTRIPE	3325.00	/ /		
SubTotal Department 001							11750.00			
Fund Total Fund 503							11750.00			
Fund 603 EVENT SPONSORS										
*Department 121 MOVIE SERIES										
12/2018	183465	SWANK MOTION PICTURES INC		603121390.100	MOVIE SERIES - OTH SERV & CHRG	RG2553243	1633.00	/ /		
SubTotal Department 121							1633.00			
Fund Total Fund 603							1633.00			
Fund 613 MID TRC TRL GRANT										
*Department 023 PRKS/IMPROV&REHAB										
12/2018	183652	HWC ENGINEERING		613023313.100	MID TR - PRKS/IMPROV&REH - ENG CONSULT	2017-167-1	6456.67	/ /		

NRO - REVENUE
\$ 118,095.99- Golf
\$ 19,485.25- Rec.*
\$ 137,581.24- TOTALS

NRO - BALANCE
(\$ 202,723.21) - Golf
\$ 32,624.35 - Rec
(\$ 170,098.86) - TOTALS

NRO - DISBURSED
\$ 67,023.04 - Golf
\$ 63,049.90 - Rec.*
\$ 130,072.94- TOTALS

NRC -- REVENUE
\$ 3,009.79 - Reg NRC
\$ 0.00 - DuPont
\$ 0.00- Finch Creek PILOS
\$ 3,009.79- TOTALS

NRC - DISBURSED
\$ 6,132.00- Reg NRC
\$ 0.00 - DuPont
\$ 0.00- Finch Creek PILOS
\$ 6,132.00- TOTALS

NRC - BALANCE
\$111,241.22- Reg NRC
\$ 11,202.01 - DuPont
\$ 2,201.16 Finch Creek PILOS
\$ 124,644.39- TOTALS



NOBLESVILLE PARKS AND RECREATION REPORT AUG 2018

Enrollment: 171 enrolled in Aug programs, which is 185 less than last month and 33 more than last year in Aug. There were 22 classes offered, 13 classes run. These class numbers do not include explorer classes we offered 15 classes for 3 schools. We had 7 classes run for the first month of After School Programs. We will be switching elementary schools this month to the other 4. We are hoping for steady numbers and continue to work on quality to insure the children love it.

<u>Recreation Annex Rentals</u>		<u>(July 1, 2018 – Present)</u>		<u>Reserved Final</u>
Atrium/Auditorium	\$732.00	60%	=	\$439.20
Auditorium Staffing	\$156.00	0%		\$156.00
Gyms	\$6,428.70	50%	=	\$3,363.35
Gyms	\$0	80%	=	\$0
Gross \$7,316.70		Parks		\$3,958.55 Parks Net

<u>POS Pickleball</u>	<u>(September 18 to Present)</u>	<u>- Starts September</u>
Sports Drop-In		
Sports Passes		
Dance Drop-In		
Dance Passes		
Fitness Drop-In		
Fitness Passes		

<u>Miller Explorers</u>	<u>Enrollments</u>
Explorer Participants	12
Student Participants	5
Scholarship Earned for Explorers	\$25.00

<u>Auditorium</u>		
IndyPass	Conference	August 10-11
ISTA	Conference	October 19-20
Middle East Middle School	Show	Nov 3-4
Attic Theater	Performance	Nov 8-17
Edward Zlaty	Music	December 21
ISTA	Conference	March- Request
Hope Inc	Show	March -Request
Hope Inc	Show	May -Request
Hope Inc	Show	July -Request

<u>Rec2Go</u>		
August 7,9	Nature2Go	Noblesville Primrose
August 20	Rec2Go	Sheridan High School Mentor Training
September 8	Rec2Go	Duck Race
September 20	Bubble Soccer	Noblesville High School
September 24	Bubble Soccer	Noblesville High School
September 25	Fair	Oasis Open House at Annex
October 10	Bubble Soccer	Girl Scout

Park Program Participation Numbers

Program	Days/Date	Time	Location	Enrollment	
Adult					
Social Dance	Mondays	6:30-9:15pm	Inn-Main	6	
Nature Photography	Saturday	10:30-12:00	Forest	0	-3
Pickleball Classes	Thur/Sat		Annex	10	Start of Season
Fitness					
Yoga	Mon-Thurs	Various	Lodge	12	
Pilates	Mon & Wed	Am-PM	Inn	8	
Boot Camp	Mon & Wed	6:30-7:30pm	NWMS	8	+3
Youth Programs					
Tumbling	Tuesdays	5:30-6:15pm	Lodge	4	-1
Karate	Tuesday	6:00-6:45p	Inn	0	
Lego League	Mon	6:00pm-7:00pm	Lodge	2	+2
Parent Night Out	Friday	6:00pm-9:00pm	Lodge	20	Full
Safe Sitter	Saturday	9:00am-3:00pm	Lodge	16	Full
Soccer	Thursday	6:30-7:30p	Dillon	12	-2
T-Birds	Monday	5:30-6:30p	Dillon	0	-14
Sport Sampler	Wednesday	5:30-6:30p	Dillon	0	-5
Football	Wednesday	6:30-7:15p	Dillon	0	-2
Miller Explorers	Mon-Fri	3:45-5:30	NS	17	Session 1
Family					
Family Campout	Saturday	3p-8a	Forest	44	
Family Creek Stomp	Saturday	10a-11:30a	Dillon	4	
Drop -In Programs				149	
Social Dance	Tuesday		Inn	9	:Punch 7
Fitness			Lodge	13	Punch 1
Pickleball			Annex	0	Starts Sept
			Total	171	

What's to come:

- First Rights for the Gym during the months of Nov- March have been sent out and are expected to return on Sept 1st.
- Pickleball season will begin Sept 10th
- Partnership with Oasis- 50 plus programming- Open house September 25th Annex 1:00-2:30pm
- College Gym Floor- hope to be complete by Oct 1
- Partnership being looked through with Noblesville Athletic Development camp
- Creating Conservation classes with Boy Scouts and The Nature Conservancy in Indiana

Nichole Haberlin, Recreation Director

Noblesville Park Board

Wednesday, September 6, 2018

Subject: Board to consider Change order #2 for Finch Creek Park.

Applicant: NA

Agenda Item: Old Business 1

Summary: Board to consider change order 2 for Finch Creek park adding back in additional aspects of the park construction.

Recommendation: Staff recommends approval of the approval of change order as provided.

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

Park Terms and Definitions:

Summary:

Staff is recommending change order 2 for Finch Creek Park that includes adding the shared parking lot as determined by the development agreement, adding back in the pared down maintenance building and site and changing up the specs on the bollards being use on site. The parking lot had to be bid by Lauth and prices compared before we could award that portion of the project, and Myers price came in substantially lower. Parks is only responsible for 60% of the \$288,000 per the agreement. Klipsh Card will reimburse us the other 40% per the development agreement. We have also redesigned the maintenance building to bring it within budget. This design is still fully functional and will provide for our needs immediately. We will have the ability to increase the size as future development phases happens at Finch Creek. This change order is within budget and allows us to continue to move forward on construction of these facilities.

Background:

Finch Creek Park came in over budget so we had to do some value engineering and redesign on a few aspects of the project. Myers has been good to work with to get these portions of the project within our budget.

Recommendation:

Staff recommends approval of the change order as presented.

CHANGE ORDER

TO: Myers Construction Management, Inc.
13518 Myrtle Lane
Fishers, IN 46038
Attention: Chad Arnold

CONTRACT CHANGE ORDER NO.: 02
DATE: August 31, 2018
PROJECT NAME: Finch Creek Park – Phase 01
PROJECT NO.: Context 14-72

You are directed to make the following changes in this Contract:

A. Myers Construction Management, Value Engineering Proposal 01a (Attached)

ITEM	AMOUNT (+) or (-) Dollars	SCHEDULE ADJUSTMENT (+) or (-) Days
A. PR#1, Maint. Bldg.	\$ 799,000.00	0 (zero)
B. COR#2, Shared Parking Lot	\$ 288,900.00	0 (zero)
C. COR#3, Bollards	\$ 3,412.00	0 (zero)

The changes result in the following adjustment of Contract Price and Contract Time:

Contract Price prior to this Change Order:	\$ 6,035,295.00
Contract Price will be increased/decreased by this Change Order:	\$ 1,091,312.00
New Contract Price including this Change Order:	\$ 7,126,607.00

Contract Completion Date Prior to this Change Order:	May 1, 2019
Net increase/decrease resulting from this Change Order:	0 (zero)
Current Contract Completion Date including this Change Order:	May 1, 2019

This Change Order is for full and final settlement of all direct, indirect, impact costs and time extensions of the requested work.

The Above Changes to the Contract are hereby

Recommended:

Accepted:

Approved:


Fred Prazeau

Don Myers

Brandon Bennett, Director

Context, LLC
12 South Main Street, Suite 200
Fortville, IN 46040

Myers Construction Management,
Inc.
13518 Myrtle Lane
Fishers, IN 46038

Noblesville Parks and Recreation
701 Cicero Road
Noblesville, IN 46060

Date: 8/31/2018

Date: __/__/2018

Date: __/__/2018

Noblesville Park Board

Wednesday, September 6, 2018

Subject: Board to consider lease with Magic Ice for ice skating rink at Federal Hill Commons.

Applicant: NA

Agenda Item: New Business 1

Summary: Board to consider a lease for a turnkey skating operation at Federal Hill Commons in the Market Plaza for November through January.

Recommendation: Staff recommends approval of the approval of contract as provided.

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

Park Terms and Definitions:

Summary:

The Noblesville Parks and Recreation Department is requesting to lease a fully functional ice skating rink to be installed at Federal Commons for a winter amenity for the public to use from mid-December to early January. . This Lease agreement allows Magic Ice, USA to install a 56' x 100' fully functional Ice skating rink, which is 1000square ft. bigger than last year. The rink will be installed and removed by Magic Ice and will be operated by Noblesville Parks Department. Cost of the rink and associated equipment including 300 pairs of rental skates is \$107,000. Noblesville Parks will charge for skate time and skate rental to recover anticipated costs. We are also seeking local sponsorship to help offset costs.

Background:

The Ice Rink had a successful first season and the staff learned a lot in the first year. We look to make improvements in size, location, additional amenities, staffing, concessions, and additional amenities.

Recommendation:

Staff recommends approval of lease as presented.

EQUIPMENT RENTAL AGREEMENT

Magic Ice USA, Inc., a Florida corporation (“Lessor”) and City of Noblesville, IN (“Lessee”) hereby enter this Equipment Rental Agreement (“Agreement”) this ___ day of _____, 2018 in Miami-Dade County, Florida;

WHEREAS, Lessor represents and warrants that it has the expertise and ability to install and remove a portable ice-skating rink;

WHEREAS, Lessee represents and warrants that it has the skill, knowledge and ability to safely and reasonably operate and maintain the portable ice-skating rink;

THEREFORE, in consideration of the mutual promises and benefits contained herein, the adequacy and receipt of which is acknowledged by both parties to this Agreement, Lessor and Lessee agree as follows:

1. The recitals above-stated are true and correct and incorporated by reference into this Agreement and are an integral part of this Agreement.
2. During the term of this Agreement, Lessor will provide to Lessee, at The City of Noblesville, IN, turnkey equipment rental, installation and removal of a temporary ice-skating rink.
3. The Equipment Rental includes without limitation: (all of which will be collectively referred to as “Equipment”)
 - a. A 56’x 100’ ice rink pumping grid, including all header piping and plumbing transmission piping from the rink to the refrigerator system, which shall not be located more than 50 feet from the rink.
 - b. 100ton air-cooled refrigeration system and pump; suitable for making ice.
 - c. Ice maintenance tools.
 - d. Insulation and/or vapor barriers.
 - e. Module dasher board and railing system.
 - f. Secondary refrigerant cooling liquid.
 - g. Ice painting equipment and supplies.
 - h. 300 pairs rental skates.
4. Lessor will also provide the following:
 - a. Except as otherwise provided herein, all tools, supplies and equipment necessary for installation and removal of the Equipment.
 - b. All transportation and freight to and from site.
 - c. Professional installation supervisor

- d. Professional refrigeration technician at installation.
 - e. Travel expenses for all out-of-town professional personnel for installation and removal.
5. Lessee, at Lessee's expense, is required to have the following ready at site prior to installation of the Equipment: If the following are not provided prior or at the time of installation, and the failure to provide causes a delay in installation, at Lessor's option and in Lessor's sole and absolute discretion, Lessor can impose on Lessee a delay charge of \$950.00 per day.
- a. Connection to a power source to achieve continuous three-phase, 480-volt, 400 amp, electric capacity for connection to refrigeration system.
 - b. Access to 110-volt power for tools etc.
 - c. Electrician at site during installation to make all electrical connections to refrigeration unit.
 - d. A laser leveled site on which to place the rink, via sandbox or platform.
 - e. Refrigeration system placement in the closest position to the rink possible; however, no more than 50 feet from the rink.
 - f. Four (4) laborers to assist with installation and removal; estimated to take 4 days for installation and 3 days for removal, however actual times may differ from estimate.
 - g. All equipment needed to unload, position, and load Equipment at site, including without limitation a 5,000 lb capacity forklift on site during installation and removal periods, an operator for the same (if required by union agreement), a crane to off-load and re-load the ice chiller upon installation and extraction and any other equipment reasonably required by Lessor.
 - h. Access to the site suitable for use by tractor and trailer in order to install and remove equipment.
 - i. Adjacent parking for technicians and supervisors during installation and removal periods.
 - j. Water supply adjacent to the site.
 - k. Safety equipment to include without limitation first aide, traffic cones, barricades as needed.
 - l. Any local permits and licenses required to install and/or operate the facilities.
 - m. Lodging in a clean medium-priced hotel in close proximity to the site during installation and removal periods and any other time Lessee requires technician on site.
 - n. Ticket and skating booth, if desired.
 - o. Any and all warming or convenience tents, if desired.
 - p. Tent sufficient to cover ice skating rink, if desired.
 - q. All appropriate signage.

- r. Day to Day Management
 - s. Ambient lighting, special effects lighting, if desired, sound system, public address system.
 - t. Operational items, which include but are not limited to first aid kit, janitorial items, etc.
6. The term of the rental is from Approx. November 11, 2018 to January 13, 2019 which includes an anticipated period of six (6) days for installation and six (6) days for removal. While Lessor will use reasonable efforts to install and remove within the time frame above-stated, unforeseen problems and mechanical difficulties may delay the actual times of installation. Lessor will attempt to correct all delays as quickly as possible; however, will not be liable for any damages for delay in installation and removal. Furthermore, during the period of actual usage of the ice-skating rink, temperature and humidity may affect the condition of the ice and mechanical problems may affect the Equipment and usability of the rink. Lessor will repair as quickly as possible; however, is not liable for delays or for periods of time in which the rink is not suitable for skating.
7. Removal of the equipment shall be completed no later than thirty (30) days following the conclusion of the Rental Agreement.
8. The charges for the Equipment rental and management services to be performed hereunder during the rental term specified herein is \$107,000.00 together with all applicable sales use and other taxes. Should Lessee decide to extend one (1) week at the end of the season the additional fee would be \$2,250.00
- a. 25% of the rental charges together with all applicable taxes are due and payable upon the execution of this Rental Agreement.
 - b. 25% of the rental charges together with all applicable taxes are due and payable by October 31, 2018.
 - c. 50% balance of the rental charges shall be due and payable in full upon completion of installation, but prior to any public use.
9. The first deposit (25% of the rental) is a non-refundable deposit.
10. In the event that Lessee fails to provide access to the site at time of removal, or otherwise fails to honor its responsibilities at times of removal, Lessee will be liable for all delays at the cost of \$950.00 per day.
11. In the event that Lessee fails to timely remit any payments due under this Agreement or fails to timely perform any of its obligations under this Agreement, the same will be considered a material default of this Agreement, which will entitle the Lessor to stop all work, remove from the

site all of its Equipment, and the full rental charges will be immediately due and payable.

12. If any payment is not tendered when due, in addition to all other remedies available to Lessor under this Agreement or applicable law, Lessee shall pay Lessor a late charge from the date such payment becomes due of 1 ½ % per month or the highest legally permitted interest rate, whichever is less, on the balance past due.
13. Lessee acknowledges the Equipment being leased pursuant to this Agreement may be used Equipment
14. Lessee shall provide manpower, as specified in this Agreement, for unloading Equipment, positioning Equipment at site and loading Equipment for removal; and for providing all equipment necessary to accomplish the same.
15. Lessee shall have the right at any time, with or without notice, to enter the premises occupied by the Equipment and inspect and repair the Equipment.
16. Lessor is responsible to repair the Equipment unless the repair is necessary due to a cause for which Lessee is responsible, in which event, Lessor may charge Lessee for cost of repairs.
17. Lessee shall be liable to Lessor for all loss and damage to the Equipment, at its replacement cost.
18. Lessee acknowledges that ice-skating is a sport, which involves certain degrees of risk and injury. Lessee also acknowledges that to lessen or minimize the injury, the rink must be properly maintained, properly supervised and that an adequate number of trained personnel must be available to operate the rink and the Equipment. Lessee acknowledges that, even with all reasonable diligence and safeguards, that injuries and falls may occur.
19. Lessee shall indemnify, defend and hold Lessor harmless against and from any and all claims, lawsuits, losses, damages, expense, liabilities or penalties which arise from, or relate to the operation of the ice skating rink, the negligent or willful acts or omissions of Lessee, Lessee's employees, agents, assigns, contractors or customers or any third party not employed by or under the control of the Lessee, arising out of the operation, use, handling, maintenance and/or transportation of the Equipment.

20. Lessor shall indemnify, defend and hold Lessee harmless against any and all claims, lawsuits, losses, damages, expense, liabilities or penalties which arise from, or relate to the negligence or willful acts or omissions of Lessor, Lessor's employees, agents, assigns, or subcontractors arising out of the installation and removal of the Equipment.
21. Lessee agrees, at its own expense, to secure and maintain a commercial general liability insurance policy in an aggregate amount of not less than two million dollars (\$2,000,000), one million dollars (\$1,000,000) per occurrence, insuring against any and all liability arising out of the operation and use of the Equipment and/or property on which the equipment is located. Said insurance shall be written on an occurrence basis, with an insurance company duly licensed in the state in which the Equipment is to be located and acceptable to Lessor. Lessor shall be named as an additional insured on the policy of insurance. The policy shall contain an endorsement that it cannot be cancelled without providing Lessor at least ten days prior notice of cancellation. Lessee shall provide Lessor evidence of insurance prior to shipment of Equipment.
22. Lessee shall also provide property insurance insuring the Equipment against loss or damage from fire, theft, vandalism, malicious mischief, and other risks of loss, customarily insured against in such policies. Said policies shall be for full replacement value and written on an occurrence basis with an insurance company located in the state in which the Equipment is being located and acceptable to Lessor. Lessor shall be named as both a loss payee and an additional insured on such policy. Lessee shall provide Lessor evidence of insurance prior to shipment of Equipment. A breach of Lessee's obligation to furnish insurance pursuant to this Agreement is a material breach entitling Lessor to immediate possession of the Equipment, and in which event, the entire rental charges for the Equipment and services to be provided pursuant to this Agreement are considered earned in full, and the balance of the rental charges for the Equipment and services immediately due and payable in full.
23. Lessee acknowledges that it has duties and responsibilities regarding the preparation and clearance of the site necessary for the installation of the Equipment and, if required, for the erection of the tent. Any delays by the Lessee could cause a delay in the installation of the Equipment which subjects Lessee to the charges specified in this Agreement.
24. If any provision of this Agreement is deemed unenforceable, this Agreement shall survive absent said unenforceable provision.
25. Any waiver of any breach of any provision of this Agreement shall not constitute or operate as a waiver of any further breach of such provision or of any other provision of this Agreement, nor shall any failure to enforce

any provision of this Agreement operate as a waiver of such provision or any other provision of this Agreement.

26. The Lessor and Lessee acknowledge that this Agreement was entered into in Miami-Dade County, Florida and that Lessor performs numerous of its obligations in Miami-Dade County, Florida. Additionally, all monies that are required to be paid under this Agreement are payable to Lessor at 10364 SW 128 Terrace, Miami, FL 33176. Lessor and Lessee acknowledge the substantial relation of this Rental Agreement to Miami-Dade County, Florida.
27. Lessor and Lessee agree that this Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Florida, without giving effect to any conflicts of law principles.
28. Except for an action limited to possession of the Equipment, any action arising out of or under this Agreement shall only be filed in a court of competent jurisdiction in either state or federal court in Miami-Dade County, Florida.
29. All parties waive any objection to venue in Miami-Dade County, Florida and grounds for transferring the case outside of Miami-Dade County, Florida, including but not limited to "*Forum Non Conveniens*".
30. It is understood and agreed by Lessor and Lessee that each is independent from the other and that the only relationship is between Lessor and Lessee.
31. Neither Lessor nor Lessee shall be considered an agent or employee of the other party for any purpose whatsoever.
32. No agreement varying or extending the warranties, remedies, or obligations contained in this Agreement will be binding upon the Lessor unless in writing and signed by a duly authorized officer of the Lessor.
33. Under no circumstances shall the Lessor be held liable for any special, indirect, incidental or consequential damages.
34. The contract price shall be the limit of Lessor's liability whether found in contract, statute or tort arising out of or resulting from (1) this Agreement or the performance or a breach thereof; (2) the design, manufacturer, delivery, sale, repair, replacement, installation, removal or use of the Equipment, or (3) the furnishing of any service under this Agreement.
35. The Lessor hereby informs Lessee that acts of God, power failures, acts of terrorism and/or vandalism, as well as temperature and humidity may cause the melting of the ice surface or portions thereof, and Lessor shall

not be responsible for any such conditions or loss of use of the ice skating rink or Equipment.

36. Lessee shall pay all sales and use tax, personal property taxes, license fees, registration fees, which may now or hereinafter be imposed upon the possession, lease or use of the Equipment.
37. Title to and ownership of the Equipment is and shall at all times remain with the Lessor and Lessee shall have no right, title or interest therein or thereto except the right of possession and use of the Equipment pursuant to the terms of this Agreement.
38. Lessee shall not remove or deface any of the Equipment nor remove any marking or serial number on the Equipment.
39. Lessee shall keep the Equipment free and clear of all levies, liens, security interests and encumbrance of any nature or kind and shall promptly remove the same. Failure to immediately remove any such levy, liens, security interests or encumbrance, shall constitute a material breach of this Agreement giving the Lessor the right to immediate possession of the Equipment, and in which event, the entire rental charges for the Equipment and services to be provided pursuant to this Agreement shall be considered earned in full, and the balance of the rental charges for the Equipment and services immediately due and payable in full.
40. In the event Lessor hires an attorney to enforce any of its rights under this Agreement or institutes litigation arising under or pursuant to this Agreement, Lessee shall be responsible for all Lessor's costs, including attorney's fees.
41. No change, modification, amendment or waiver of any of the terms or conditions of this Agreement shall be binding unless made in writing and duly executed by all parties.
42. This Agreement constitutes the entire understanding and final agreement between the parties. This Agreement is the complete and exclusive expression of the parties' agreement on the matters contained in this Agreement. All prior and contemporaneous statements, purchase orders, agreements, negotiations and representations between the parties are expressly merged into and superceded by this Agreement.
43. This Agreement shall be binding and inure to the benefit of the Lessor, Lessee, their successors and assigns.
44. This Agreement may be signed in counterparts, with facsimile transmitted signatures being deemed an original, and all of which when signed by the

respective parties when taken together will constitute the full and final agreement of the parties hereto.

Dated this ____ day of _____, 2018 in Miami-Dade County, Florida.

LESSOR:
MAGIC ICE USA, INC.

LESSEE:
CITY OF NOBLESVILLE, IN

By: _____
Byron J. Sharp, President

By: _____



58' x 104'
Sand Box
(minimum dimensions)

56' x 100'
Ice Rink



Golf Date	August 2017 Rev	2018 Rev	+/- day	+/- MTD	Countdown	2013 Rev	2014 Rev	2015 Rev	2016 Rev
park	34970		-34970	-34970	94384.9	38412	34927	36180	28442
1-Aug	2055.7	3005.65	949.95	-34020.05	91379.25	2790.7	1941.19	5156.74	2615.63
2-Aug	1457.19	4686.83	3229.64	-30790.41	86692.42	2927.5	3867.74	5399.24	2445.93
3-Aug	1377.04	4816.75	3439.71	-27350.7	81875.67	3222.63	5258.55	1536.23	1243.89
4-Aug	2422.45	6865.72	4443.27	-22907.43	75009.95	4159.22	2044.47	2237.25	1519.19
5-Aug	5390.08	9948.26	4558.18	-18349.25	65061.69	1883.07	2435.69	1319.08	1883.2
6-Aug	7100.95	2670.33	-4430.62	-22779.87	62391.36	1972.69	1321.79	938.91	4212.4
7-Aug	1362.94	1021.82	-341.12	-23120.99	61369.54	1096.23	2204.67	4017.79	6490.38
8-Aug	1907.65	4229.31	2321.66	-20799.33	57140.23	2004.6	2139.02	5188.15	2514.08
9-Aug	3038.84	3693.13	654.29	-20145.04	53447.10	3027.11	4517.52	3619.66	2169.85
10-Aug	2285.1	4894.56	2609.46	-17535.58	48552.54	4415.15	2493.43	1781.08	839.15
11-Aug	3950.87	8385.9	4435.03	-13100.55	40166.64	4098.64	739.8	1781.08	1838.68
12-Aug	2758.44	7758.3	4999.86	-8100.69	32408.34	1556.42	1000.84	2400.85	2351.57
13-Aug	7015.8	4002.13	-3013.67	-11114.36	28406.21	2238.75	1961.63	2149.68	257.66
14-Aug	8306	3009.49	-5296.51	-16410.87	25396.72	2632.07	2537.22	2389.14	6036.97
15-Aug	1741.58	1331.34	-410.24	-16821.11	24065.38	2749.93	1237.51	1698.21	0
16-Aug	1790.73	1110.87	-679.86	-17500.97	22954.51	3504.68	3985.59	4558.78	215.56
17-Aug	1091.07	1936.08	845.01	-16655.96	21018.43	5059.31	2838.54	4527.85	1242.81
18-Aug	3153.28	6874.52	3721.24	-12934.72	14143.91	3177.25	1377.42	2403.72	1730.06
19-Aug	4498.12	7270.47	2772.35	-10162.37	6873.44	1277.72	1604.32	1664.51	2880.36
20-Aug	4346.58	2609.86	-1736.72	-11899.09	4263.58	2212.21	1554.1	2034.18	3002.08
21-Aug	1806.34	0	-1806.34	-13705.43	4263.58	2497.95	1431.86	3651.35	5305.98
22-Aug	381.41	4122.77	3741.36	-9964.07	140.81	3010.32	963.34	4280.32	2863.23
23-Aug	2163.82	4902.15	2738.33	-7225.74	-4761.34	2996.76	950.62	3382.84	1822.69
24-Aug	2726.09	6466.42	3740.33	-3485.41	-11227.76	3824.04	3147.09	1739.57	843.26
25-Aug	4360.18	744.48	-3615.7	-7101.11	-11972.24	3799.49	4388.42	2034.51	735.51
26-Aug	4700.6	7431.4	2730.8	-4370.31	-19403.64	1444.07	1313.61	2481.86	4175.44
27-Aug	4917.29	2549.6	-2367.69	-6738	-21953.24	4260.61	1188.72	3169.36	4465.1
28-Aug	1207.85	1834.47	626.62	-6111.38	-23787.71	4464.87	1535.86	4025.07	3709.8
29-Aug	1322.21	1716.25	394.04	-5717.34	-25503.96	1558.59	2299.85	3795.91	1406.01
30-Aug	1822.35	4084.74	2262.39	-3454.95	-29588.70	2158.15	2151.99	3598.36	1667.42
31-Aug	1926.35	3458.94	1532.59	-1922.36	2384.53	2384.53	2326.21	1310.25	1003.34
2016 Total	129354.9	127432.54	16-17 diff	-1922.36	126817.3	126817.3	103685.6	126451.53	101929.2