



Noblesville Park Board Meeting
Wednesday, January 9, 2019
Federal Hill Commons Green Room
6:00 p.m.

Noblesville Parks & Recreation Board Agenda

Call to Order
Approval of Agenda
Approval of Minutes of November 30, 2018 Board Meeting

2019 Board Organization

1. Election of President
2. Election of Vice President
3. Election of Secretary
4. Appointment to Noblesville Plan Commission

Financial

1. Approval of Claims – January 15 & 29
2. Transfers and Appropriations

Reports

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

Old Business

1. Board to Award Contract for Forest Park Inn remodel project
2. Board to consider amendment to 2019 Golf Budget

New Business

1. Board to consider distribution of golf revenues.
2. Board to consider lease with Noblesville United Soccer Club
3. Board to consider pricing proposal for Carousel and Tomb Thumb Putt-Putt
4. Board to consider contract with Indy Trolley for 2019 service dates
5. Board to consider contracts with Lehman & Lehman for Master Plan, Impact Fee Plan and Alternative Transportation Plan.

Next Meeting February 6, 2019, The Green Room @ 6PM.

Upcoming Events

February 23: Prevail Bowl-A-Thon



Noblesville Parks and Recreation Board Minutes November 30, 2018

MEMBERS PRESENT: Scott Noel, Laurie Dyer, Todd Thurston.

OTHERS PRESENT: Brandon Bennett, Director; Mike Hoffmeister, Assistant Director; Gary Deakyne, Director of Golf, Abigail Hash, Board Secretary; Nichole Haberlin, Director of Recreation; Erin Portman, Recreation Program Coordinator-Facilities.

CALL TO ORDER: Meeting was called to order by Laurie Dyer at 10:11am. Mr. Noel seconded, the motion was approved unanimously.

APPROVAL OF AGENDA: There was a request to move New Business before reports to help the meeting move quickly. Mrs. Dyer asked if there were any other additions or deletions to the agenda. Mr. Noel motioned to pass the agenda with the change of moving New Business directly after report, Mr. Thurston seconded, agenda passed unanimously.

APPROVAL OF MINUTES of November 7, 2018. Mrs. Dyer asked for the approval of November 7, 2018 minutes. Mr. Thurston moved to approve the minutes for the November 7, 2018 Board meeting as presented and Mr. Noel seconded this motion, the motion passed unanimously.

FINANCIAL:

1. **Approval of Claims for December 4 & 18**

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

2. **Transfers and Appropriations:** None

Reports

1. **Recreation Report**

a. Nichole Haberlin gave the Recreation Report, see attached. There have been a few additional classes on this report, but otherwise there are not very many changes from this report from last month. The auditorium at Ivy Tech has 3 more shows.

2. **Director of Golf Report**

a. Gary Deakyne gave the Golf Report, see attached. Very excited about November, it was a good month for us even though we did not have a lot of rounds played. Our Black Friday week and sale through TeeSnap we did \$32,500, the majority of it was passes. We also had some very strong deals and all of them sold well and were very successful. We were aiming for \$10,000, so we did better than expected. We start a stocking stuffing sale tomorrow through the 23rd.

3. **Assistant Director Report**

a. Mike Hoffmeister gave the Assistant Director Report. Ice Plaza is up and running and has made \$29,780 to date. Christmas Cottage opens this evening, great job to the team to getting everything decorated and ready to roll. Job openings – golf superintended, 3 applications. We will have 4 job openings at the New Year in the Parks maintenance.

Chicago bus trip tomorrow, usually we have 2 buses, this year we have 4 full busses. Biggest bus trip to date. Today is also Jack Perry's last day, retiring

OLD BUSINESS

1. Board to Review Forest Park Inn remodel Construction and Bid Documents
 - a. Mike Hoffmeister went over the remodel plan and project plan (see attached), with the updates to the Forest Park Inn remodel with the Board.

NEW BUSINESS

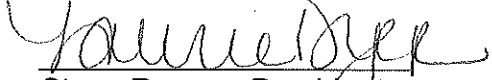
1. Board to consider Facility Reservation proposal for 2020
 - a. Brandon Bennett opened this up by talking about how this proposal will hopefully bring our rates in line with the Parks Departments around us. Erin Portman then went over what our current rental and rates include (see attached information). We are looking to still offer picnic areas in 2019, but firm them up a little more. Making it more uniformed and still allow people affordable pricing, but would hopefully help with the confusion that may come with the rental of multiple picnic areas. Shelters in 2020 we would like to start doing lock schedules for shelters 2,3, and 4. These are our smaller shelters and we feel we can make these shelters available for two different rentals for the day instead of the current full day rental. Shelter 1 and 5 would stay full day rentals. This would change the pricing just a little to reflect the partial day rental vs. full day rental. It has been multiple years since we have changed our rates, so we feel it is time to make this change. Making this change does put us more in line with what the other City Parks Departments around us are able to handle. Mr. Noel motioned to approve the Facility Reservation proposal for 2020, Mr. Thurston seconded, motion passed unanimously.
2. Board to consider contract with Director of Golf for 2019
 - a. Mike Hoffmeister presented the contract for Gary Deakyne, there is only one note to change, previously we have received a 10% fee from the driving range to help pay off the price of a ball picker. This product has been paid so we will no longer be receiving the 10%. Otherwise the contract is the same as it was the previous year. Mr. Thurston motioned to approve the contract for Gary Deakyne, Director of Golf, Mr. Noel seconded, motion passed unanimously.
3. Board to consider 2019 Park Board Meeting Dates
 - a. Mike Hoffmeister presented the new dates (see attached). Brandon Bennett would like noted that the one difference is we will be having a normal meeting time on December 4th, not holding it in the afternoon before our Department party. This is to make it easier on our Board to attend the meeting since they have jobs and other commitments during the day. Noel made the motion to approve the new meeting dates, Thurston seconded, the motion passed unanimously.
4. Board to consider 2019 Golf Rates
 - a. Gary Deakyne presented the new golf rates (see attached). One of the big changes is the weekends, we have moved the costs so the jumps are not as drastic. The only rate that has been lowered was the walking rate, we didn't really have a walking rate, so we have created one that allows walkers the official cost that we have been given them when they come in through current discounts. Todd Thurston has asked if our cart are still free, Gary responded that we have painted ourselves in a corner in the fact that now people are including the cost of the cart in the price. What we do is every few years we add a few dollars to the price to help cover the cost of the cart. Mr. Noel approved the 2019 golf rates, Mr. Thurston seconded, motion was passed unanimously
5. Board to consider amendment to 2019 Golf Budget

- a. Mr. Bennett presented, see attached. Mr. Bennett would like to have someone from Enterprise come in and present this to the board at a later date so we have a better understand about the situation. Mr. Noel motioned that we hold our vote until more information is provided by Mr. Bennett and enterprise. Mr. Thurston seconded that we wait until more information is provided.

With no other business to discuss, Mr. Noel made a motion to adjourn and Mr. Thurston seconded this motion. Mrs. Dyer adjourned the meeting at 10:52am.

Next meeting: Wednesday, January 9, 2019; The Green Room @ 6:00pm


Abigail P. Hash, Secretary


~~Steve Rogers, President~~
Laurie Dyer



TERMS OF PARKS & RECREATION BOARD MEMBERS:

1/7/2019 4:21 PM

Brandon Bennett, Director
Noblesville Parks and Recreation
701 Cicero Road
Noblesville, IN 46060-1441

Laurie Dyer, President
15320 Herriman Blvd.
Noblesville, IN 46060
317-774-7106
317-432-6701
Term expires: 12/31/2019

Scott Noel, member
455 N 17th Street
Noblesville, IN 46060
317-727-5843
Term expires: 12/31/2022

Steve Rogers, member
15097 Merritt Pass
Noblesville, IN 46062
317-965-9987
Term expires: 12/31/2021

Todd Thurston, Vice President
3477 Conner Street
Noblesville, IN 46060
317-439-2867
Term expires: 12/31/2020

Carl Johnson, School Board appointee
10984 Gresham Place
Noblesville, IN 46060
317-509-3310
Term expires: At School Board's Discretion

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Date: 12/14/2018 11:57:11
FUNDACCOUNTS.FRX

Fund Report

All Funds

For the month of November 2018

Grouped By Bank

Ordered By Fund

FUND TITLE	BALANCE BEG OF YEAR	REVENUE YTD	DISBURSED YTD	BALANCE BEG OF MONTH	REVENUE MTD	DISBURSED MTD	CURRENT BALANCE
Bank 0							
101 GEN	16306782.74	31484666.13	36219034.02	12460735.34	3090865.70	3979186.19	11572414.85
103 DEFER	278423.25	49885.00	1181.92	322149.89	5235.00	258.56	327126.33
104 LECE	168963.37	33996.68	54430.12	146394.93	2165.00	30.00	148529.93
105 ASSET FORF	0.00	0.00	0.00	0.00	0.00	0.00	0.00
106 MVH	2723281.35	5951871.17	6203784.45	2433814.34	613173.95	575620.22	2471368.07
107 LRS	2064807.04	1168857.09	552750.69	2589490.55	101939.92	10517.03	2680913.44
108 PARKS	785323.86	1517584.97	2192021.77	142546.51	171625.99	203285.44	110887.06
109 PARKS CAP	798148.08	50519.29	755671.47	90227.44	2768.46	0.00	92995.90
110 PARKS PRGMS	13306.38	1043571.46	1210186.99	-103861.64	76446.98	125894.49	-153309.15
111 PARKING	582134.93	108991.61	77913.54	614270.85	8694.92	9752.77	613213.00
112 DTWN DEV	0.00	500000.00	170361.52	423637.90	0.00	93999.42	329638.48
113 ALARM	9738.43	0.00	0.00	9738.43	0.00	0.00	9738.43
114 FIRE CUM	1115233.90	282357.64	169398.72	1194064.18	34128.64	0.00	1228192.82
116 FIRE PENS	730314.31	482361.55	472656.20	792333.57	0.00	52313.91	740019.66
117 POLICE PENS	556383.09	229655.58	197801.66	604849.31	0.00	16612.30	588237.01
118 DS/COIT SINKING	842454.25	1160.00	131983.33	711630.92	0.00	0.00	711630.92
120 CCD	2571428.56	963463.97	1720598.01	1795523.21	87622.53	68851.22	1814294.52
123 CITY SIGN	7211.00	0.00	0.00	7211.00	0.00	0.00	7211.00
124 CCI	362299.65	161563.22	152698.29	371164.58	0.00	0.00	371164.58
130 ECO INCENT REVO	0.00	1000000.00	0.00	1000000.00	0.00	0.00	1000000.00
132 HAZ MAT RMB	5.42	0.00	0.00	5.42	0.00	0.00	5.42
140 PROMO	0.00	93275.24	74090.81	11102.16	0.00	-8082.27	19184.43
142 REC PERP	20882.63	19170.00	222.47	38251.45	1602.00	23.29	39830.16
144 SCH SALE	250852.26	0.00	0.00	250852.26	0.00	0.00	250852.26
150 FINCH CRK CONST	0.00	2232557.00	1802295.84	443715.05	0.00	13453.89	430261.16
151 HOLD - PLEASANT ST EXP	0.00	0.00	0.00	0.00	0.00	0.00	0.00
152 HOLD - RAIL YARD REHAB	0.00	2300.00	0.00	0.00	2300.00	0.00	2300.00
157 TRAIL MAINT	220351.78	0.00	0.00	220351.78	0.00	0.00	220351.78

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Fund Report

All Funds

For the month of November 2018

Grouped By Bank

Ordered By Fund

FUND TITLE	BALANCE BEG OF YEAR	REVENUE YTD	DISBURSED YTD	BALANCE BEG OF MONTH	REVENUE MTD	DISBURSED MTD	CURRENT BALANCE
158 146TH ST RMB	1536968.35	201283.05	687894.38	1056054.30	0.00	5697.28	1050357.02
163 RAINY DAY	7266883.64	5434849.36	1108616.28	11352386.52	240730.20	0.00	11593116.72
198 PARK IMPACT	0.00	4291139.03	2504808.05	1633929.13	76684.00	-75717.85	1786330.98
199 ROAD IMPACT	105131.79	7924798.82	1674396.14	6380085.88	110740.00	135291.41	6355534.47
201 DS/BLDG REF BONDS 2014	269598.96	357971.46	285200.00	300784.26	41586.16	0.00	342370.42
202 DS/BLDG MORT BONDS 2001	63411.78	40113.21	64520.83	34341.58	4662.58	0.00	39004.16
203 DS/ECO LEASE REF BONDS 2013	250741.72	331613.49	262500.00	281280.50	38574.71	0.00	319855.21
204 DS/BLDG REF BONDS 2014B	682831.62	928822.02	730500.00	773197.88	107955.76	0.00	881153.64
205 DS/BLDG REF BONDS 2016	407262.79	379990.72	342000.00	401077.39	44176.12	0.00	445253.51
206 DS/ECO LEASE REF BONDS 2015	0.00	525515.75	971000.00	-506566.59	61082.34	0.00	-445484.25
207 DS/PARK BONDS 2018	0.00	9629.00	0.00	9629.00	0.00	0.00	9629.00
252 DP/EARTHFARE	0.46	0.00	0.00	0.46	0.00	0.00	0.46
257 2016 LOIT-ROADS	8570589.85	0.00	277485.49	8306978.63	0.00	13874.27	8293104.36
258 DP/FINCH CRK PARK	0.00	7580455.00	213305.00	7367150.00	0.00	0.00	7367150.00
291 DP/EQUIP LOANS - IN TREAS	0.00	20177.23	0.00	20177.23	0.00	0.00	20177.23
401 UNEMP SELF-INS	30914.41	0.00	1474.19	29440.22	0.00	0.00	29440.22
403 ACCR SICK PAY	587.12	0.00	0.00	587.12	0.00	0.00	587.12
501 STONEY CRK E TIF	5080079.52	1502776.36	1733725.31	4849130.57	0.00	0.00	4849130.57
502 BUS PARK TIF	438118.30	360521.80	530648.51	267991.59	0.00	0.00	267991.59
503 DTWN TIF	454671.46	1349306.41	1379028.39	460448.98	0.00	35499.50	424949.48
504 CCW TIF	27016.02	2119326.64	1712383.00	433959.66	0.00	0.00	433959.66
505 CCE TIF	807622.72	1864695.90	1510392.15	1065713.47	96213.00	0.00	1161926.47
506 HZLDELL RD TIF	1171654.22	400927.25	933.00	1571648.47	0.00	0.00	1571648.47
507 SMC TIF	0.00	457018.43	465433.00	-8414.57	0.00	0.00	-8414.57
508 BERG-TEG TIF	0.00	100758.85	1416.34	99342.51	0.00	0.00	99342.51
509 HTC TIF	0.00	1164747.78	971543.02	239038.10	0.00	45833.34	193204.76
510 SR37&146TH TIF	45483.91	380937.32	933.00	425488.23	0.00	0.00	425488.23
512 PLEAS ST TIF	0.00	0.00	0.00	0.00	0.00	0.00	0.00
550 DP/FIELD DF G	105121.74	0.00	0.00	105121.74	0.00	0.00	105121.74
558 DP/IVY TECH--S BLDG-SALT BARN	103756.22	0.00	62135.00	41621.22	0.00	0.00	41621.22

Installed by the CITY OF NOBLESVILLE-2013
Accounts Payable Register

DATE FILED	APV #	NAME OF PAYEE	PO #	APPROF #	APPROPRIATION	DESCRIPTION	AMOUNT	CHECK #	MEMORANDUM
		**Department 020 PRKS/MAINT&ADMIN							
01/16/2019	186535	NOBLESVILLE MAIN STREET		108020390.100	PRKS/MAINT&ADMI - OTH SERV & CHRGS	2018	200.00	/ /	
01/16/2019	186538	TAYLORED SYSTEMS INC		108020314.100	PRKS/MAINT&ADMI - SOFTWR LICENS & MAINT AG	073146	69.14	/ /	
01/16/2019	186538	TAYLORED SYSTEMS INC		108020314.100	PRKS/MAINT&ADMI - SOFTWR LICENS & MAINT AG	073145	41.96	/ /	
01/16/2019	186539	CAVE AND COMPANY PRINTING		108020390.100	PRKS/MAINT&ADMI - OTH SERV & CHRGS	19865	1658.15	/ /	
01/16/2019	186537	FLUID WASTE SERVICES		108020361.100	PRKS/MAINT&ADMI - FACILITY MAINT SERV	WC-25106	460.00	/ /	
01/16/2019	186459	JACOB-DIETZ INC		108020310.100	PRKS/MAINT&ADMI - PROF & TECH SERV	69203	646.90	/ /	
01/16/2019	186749	LOWES CREDIT SERVICES		108020390.100	PRKS/MAINT&ADMI - OTH SERV & CHRGS	01053	70.75	/ /	
01/16/2019	186749	LOWES CREDIT SERVICES		108020225.100	PRKS/MAINT&ADMI - BLDG MAINT SUPP	14853	40.04	/ /	
01/16/2019	186700	IRVING MATERIALS INC		108020361.100	PRKS/MAINT&ADMI - FACILITY MAINT SERV	10655100	645.50	/ /	
01/16/2019	186747	PLYMATES IMAGE MATS		108020361.100	PRKS/MAINT&ADMI - FACILITY MAINT SERV	2804865	55.40	/ /	
01/16/2019	186747	PLYMATES IMAGE MATS		108020361.100	PRKS/MAINT&ADMI - FACILITY MAINT SERV	2801593	62.11	/ /	
01/16/2019	186747	PLYMATES IMAGE MATS		108020361.100	PRKS/MAINT&ADMI - FACILITY MAINT SERV	2804866	62.11	/ /	
01/16/2019	186747	PLYMATES IMAGE MATS		108020361.100	PRKS/MAINT&ADMI - FACILITY MAINT SERV	2801590	50.90	/ /	
01/16/2019	186747	PLYMATES IMAGE MATS		108020361.100	PRKS/MAINT&ADMI - FACILITY MAINT SERV	2801592	55.40	/ /	
01/16/2019	186696	GRAINGER INC		108020220.100	PRKS/MAINT&ADMI - GEN OPER SUPP	9039170585	30.89	/ /	
01/16/2019	186741	NAPA AUTO PARTS		108020223.100	PRKS/MAINT&ADMI - EQUIPT MAINT SUPP	162103	15.49	/ /	
01/16/2019	186741	NAPA AUTO PARTS		108020223.100	PRKS/MAINT&ADMI - EQUIPT MAINT SUPP	164639	28.08	/ /	
01/16/2019	186741	NAPA AUTO PARTS		108020223.100	PRKS/MAINT&ADMI - EQUIPT MAINT SUPP	162102	39.30	/ /	
01/16/2019	186434	AAA EXTERMINATING INC		108020361.100	PRKS/MAINT&ADMI -	339984	44.00	/ /	

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DATE FILED	APV #	NAME OF PAYEE	PO #	APPROP #	APPROPRIATION	DESCRIPTION	AMOUNT	CHECK #	MEMORANDUM
01/16/2019	186434	AAA EXTERMINATING INC		108020361.100	FACILITY MAINT SERV PRKS/MAINT&ADMI -	340201	43.00	11	
01/16/2019	186434	AAA EXTERMINATING INC		108020361.100	FACILITY MAINT SERV PRKS/MAINT&ADMI -	339985	124.00	11	
01/16/2019	186462	VOICE MAIL VALUE INC		108020351.100	FACILITY MAINT SERV PRKS/MAINT&ADMI -	524-1585	38.85	11	
01/16/2019	186748	STAPLES BUSINESS ADVANTAGE		108020210.100	TELECOM SERV PRKS/MAINT&ADMI - OFFICE SUPP	3398073463	174.60	11	
01/16/2019	186443	NOBLESVILLE ACE HARDWARE		108020390.100	PRKS/MAINT&ADMI - OTH SERV & CHRGS	1812-002815	43.90	11	
01/16/2019	186536	NOBLESVILLE ACE HARDWARE		108020225.100	PRKS/MAINT&ADMI - BLDG MAINT SUPP	1812-004192	4.66	11	
01/16/2019	186443	NOBLESVILLE ACE HARDWARE		108020390.100	PRKS/MAINT&ADMI - OTH SERV & CHRGS	1812-002817	15.11	11	
01/16/2019	186443	NOBLESVILLE ACE HARDWARE		108020390.100	PRKS/MAINT&ADMI - OTH SERV & CHRGS	1811-001131	88.14	11	
01/16/2019	186697	NOBLESVILLE ACE HARDWARE		108020220.100	PRKS/MAINT&ADMI - GEN OPER SUPP	1812*006778	25.99	11	
01/16/2019	186536	NOBLESVILLE ACE HARDWARE		108020225.100	PRKS/MAINT&ADMI - BLDG MAINT SUPP	1812-002571	0.29	11	
01/16/2019	186443	NOBLESVILLE ACE HARDWARE		108020390.100	PRKS/MAINT&ADMI - OTH SERV & CHRGS	1812-003352	35.86	11	
01/16/2019	186693	MENARDS		108020220.100	PRKS/MAINT&ADMI - GEN OPER SUPP	64487	146.06	11	
01/16/2019	186412	CSI SIGNS		108020390.100	PRKS/MAINT&ADMI - OTH SERV & CHRGS	30666	300.67	11	
01/16/2019	186412	CSI SIGNS		108020390.100	PRKS/MAINT&ADMI - OTH SERV & CHRGS	30762	681.48	11	
01/16/2019	186470	CONCRETE TAILORS		108020050.000	PRKS/MAINT&ADMI - DEPOSIT RELEASE	2001136.002	200.00	11	
01/16/2019	186438	MIKE CUMMINS		108020050.000	PRKS/MAINT&ADMI - DEPOSIT RELEASE	2001129.002	200.00	11	
01/16/2019	186694	SESAC		108020390.100	PRKS/MAINT&ADMI - OTH SERV & CHRGS	81581	1425.00	11	
01/16/2019	186738	CERES SOLUTIONS COOPERATIVE INC		108020221.100	PRKS/MAINT&ADMI - VEHICLE FUEL	3290	34.50	11	
01/16/2019	186695	VIBENOMICS INC		108020314.100	PRKS/MAINT&ADMI - SOFTWR LICENS & MAINT AG	3540	96.75	11	

Accounts Payable Register

DATE FILED	APV #	NAME OF PAYEE	PO #	APPROP #	APPROPRIATION	DESCRIPTION	AMOUNT	CHECK #	CHECK DATE	MEMORANDUM
01/16/2019	186419	ANYTHING WEATHER		108020390.100	PRKS/MAINT&ADMI - OTH SERV & CHRGS	83384	2498.00		/ /	
01/16/2019	186534	DELTA SEO		108020314.100	PRKS/MAINT&ADMI - SOFTWR LICENS & MAINT AG	3554561	98.37		/ /	
01/16/2019	186448	ANGELA GROET		108020050.000	PRKS/MAINT&ADMI - DEPOSIT RELEASE	2001128.002	200.00		/ /	
01/16/2019	186447	LAUREN THATCHER		108020050.000	PRKS/MAINT&ADMI - DEPOSIT RELEASE	2001130.002	200.00		/ /	
01/16/2019	186446	HEATHER ROUDEBUSH		108020050.000	PRKS/MAINT&ADMI - DEPOSIT RELEASE	2001127.002	200.00		/ /	
01/16/2019	186444	GAYLOR INCORPORATED		108020050.000	PRKS/MAINT&ADMI - DEPOSIT RELEASE	2001125.002	85.60		/ /	
01/16/2019	186472	STONY CREEK SWIM CENTER		108020050.000	PRKS/MAINT&ADMI - DEPOSIT RELEASE	2001134.002	200.00		/ /	
01/16/2019	186471	RACHEL MCGEE		108020050.000	PRKS/MAINT&ADMI - DEPOSIT RELEASE	2001135.002	200.00		/ /	
01/16/2019	186469	LOWES		108020050.000	PRKS/MAINT&ADMI - DEPOSIT RELEASE	2001137.002	200.00		/ /	
01/16/2019	186468	VICKIE HOLLOWAY		108020050.000	PRKS/MAINT&ADMI - DEPOSIT RELEASE	2001138.002	200.00		/ /	
01/16/2019	186467	MIKE HIGGINBOTHAM		108020050.000	PRKS/MAINT&ADMI - DEPOSIT RELEASE	2001139.002	200.00		/ /	
01/16/2019	186466	BOB GIBSON		108020050.000	PRKS/MAINT&ADMI - DEPOSIT RELEASE	2001140.002	200.00		/ /	
01/16/2019	186465	LINDA SMITH		108020050.000	PRKS/MAINT&ADMI - DEPOSIT RELEASE	2001141.002	200.00		/ /	
01/16/2019	186464	MELISSA CARVER		108020050.000	PRKS/MAINT&ADMI - DEPOSIT RELEASE	2001133.002	200.00		/ /	
01/16/2019	186464	MELISSA CARVER		108020050.000	PRKS/MAINT&ADMI - DEPOSIT RELEASE	2001132.002	135.80		/ /	
01/16/2019	186463	AUDREY KULP		108020050.000	PRKS/MAINT&ADMI - DEPOSIT RELEASE	2001142.002	200.00		/ /	
SubTotal Department 020							13174.75			
SubTotal Fund 108							13174.75			

**Fund 110 PARKS PRGMS

**Department 021 PRKS/GOLF

01/16/2019 186441 KENNEY OUTDOOR SOLUTIONS 110021223.200 PRKS/GOLF - EQUIPT REPAIR 807602.00 86.09 / /

Installed by the CITY OF NOBLESVILLE-2013
Accounts Payable Register

DATE FILED	APV #	NAME OF PAYEE	PO #	APPROP #	APPROPRIATION	DESCRIPTION	AMOUNT	CHECK #	CHECK DATE	MEMORANDUM	
01/16/2019	186473	REYNOLDS FARM EQUIPMENT		110021223.200	PARTS	PRKS/GOLF - EQUIPT REPAIR P28695	446.20		/ /		
01/16/2019	186437	REYNOLDS FARM EQUIPMENT		110021223.200	PARTS	PRKS/GOLF - EQUIPT REPAIR P26308	239.76		/ /		
01/16/2019	186473	REYNOLDS FARM EQUIPMENT		110021223.200	PARTS	PRKS/GOLF - EQUIPT REPAIR P28501	376.43		/ /		
01/16/2019	186474	GARY DEAKYNE INC		110021390.100	CHRG	PRKS/GOLF - OTH SERV & CONTRACT	2260.00		/ /		
01/16/2019	186439	THE UPS STORE		110021321.100	CHRG	PRKS/GOLF - MAIL & SHIP 27023	72.09		/ /		
01/16/2019	186460	ACUSHNET COMPANY		110021220.100	CHRG	PRKS/GOLF - GEN OPER 906429723	87.90		/ /		
01/16/2019	186457	BATTERIES PLUS BULBS		110021223.200	SUPP	PRKS/GOLF - EQUIPT REPAIR CITY OF NOBLESVILLE PARKS & REC	69.99		/ /		
Sub Total Department 021							3538.46				
**Department 022 PRKS/REC											
01/16/2019	186533	SAMS CLUB DIRECT		110022390.100	CHRG	PRKS/REC - OTH SERV & 003307	90.48		/ /		
01/16/2019	186461	MILLER TRANSPORTATION		110022390.100	CHRG	PRKS/REC - OTH SERV & 99597	5800.00		/ /		
01/16/2019	186699	WHITE RIVER ELEMENTARY PTO		110022390.100	CHRG	PRKS/REC - OTH SERV & 2012	44.00		/ /		
01/16/2019	186440	TRISH FRANCIOSI DOODLE BUGZ		110022390.100	CHRG	PRKS/REC - OTH SERV & 4352	211.10		/ /		
01/16/2019	186475	BSN SPORTS LLC		110022220.100	CHRG	PRKS/REC - GEN OPER SUPP 300529931	64.76		/ /		
01/16/2019	186436	KEEGAN LOYE		110022390.100	CHRG	PRKS/REC - OTH SERV & 13	162.00		/ /		
01/16/2019	186442	A-B EMBLEM		110022390.100	CHRG	PRKS/REC - OTH SERV & 355095	269.06		/ /		
01/16/2019	186420	STEVEN FARLEY		110022390.100	CHRG	PRKS/REC - OTH SERV & CLASSES	720.00		/ /		
01/16/2019	186698	EDWARD ZLATY		110022390.100	CHRG	PRKS/REC - OTH SERV & 12212018	1432.25		/ /		
01/16/2019	186541	MOTION SPORTS AND SAFETY PRODUCTS INC		110022390.100	CHRG	PRKS/REC - OTH SERV & 936	115.00		/ /		
01/16/2019	186381	PRIMROSE ROAD ELEMENTARY		110022390.100	CHRG	PRKS/REC - OTH SERV & 2012	60.00		/ /		

Installed by the CITY OF NOBLESVILLE-2013
Accounts Payable Register

DATE FILED	APV #	NAME OF PAYEE	PO #	APPROP #	APPROPRIATION	DESCRIPTION	AMOUNT	CHECK #	MEMORANDUM
01/16/2019	186445	JULIE SWARTS PTO		110022050.000	PRKS/REC - DEPOSIT RELEASE-UNSPC	2001126.002	60.00	/ /	
01/16/2019	186458	HINKLE CREEK ELEMENTARY PTO		110022390.100	PRKS/REC - OTH SERV & CHRG	2012	78.00	/ /	
SubTotal Department 022							9106.55		
SubTotal Fund 110							12745.11		
**Fund 111 PARKING									
**Department 004 POLICE									
01/16/2019	186557	MILLERS TOWING AND TRANSPORT		111004363.100	POLICE - VEH MAINT SERV	129488	55.00	/ /	
01/16/2019	186556	MERCEDES BENZ FINANCIAL SERVICES		111004363.100	POLICE - VEH MAINT SERV	5000001955	80.00	/ /	
SubTotal Department 004							135.00		
SubTotal Fund 111							135.00		
**Fund 116 FIRE PENS									
**Department 000 NON DEPT									
01/16/2019	186730	FEARRIN INS AGENCY		116000343.200	NON DEPT - WRKFORCE LIAB INS	31869	75.00	/ /	
SubTotal Department 000							75.00		
SubTotal Fund 116							75.00		
**Fund 117 POLICE PENS									
**Department 000 NON DEPT									
01/16/2019	186550	FEARRIN INS AGENCY		117000343.200	NON DEPT - WRKFORCE LIAB INS	31853	75.00	/ /	
SubTotal Department 000							75.00		
SubTotal Fund 117							75.00		
**Fund 124 CCI									
**Department 008 INFO TECH									
01/16/2019	186732	SOUTHERN COMPUTER		1240008442.100	CCI - INFO TECH - COMPUT & IN-000545070		904.30	/ /	

Installed by the CITY OF NOBLESVILLE-2013
Accounts Payable Register

DATE FILED	APV #	NAME OF PAYEE	PO #	APPROP #	APPROPRIATION	DESCRIPTION	AMOUNT	CHECK #	CHECK DATE	MEMORANDUM
		WAREHOUSE			IT EQUIPT					
01/16/2019	186732	SOUTHERN COMPUTER WAREHOUSE		124008442.100	CCI - INFO TECH - COMPUT & IT EQUIPT	IN-000546028	5118.55		/ /	
01/16/2019	186732	SOUTHERN COMPUTER WAREHOUSE		124008442.100	CCI - INFO TECH - COMPUT & IT EQUIPT	IN-000545212	2047.42		/ /	
SubTotal Department 008							8070.27			
SubTotal Fund 124							8070.27			
**Fund 140 PROMO										
**Department 005 FIRE										
01/16/2019	186718	HITTLE FLORAL DESIGN		140005393.100	FIRE - EMP RECOG CHRG	176	75.60		/ /	
SubTotal Department 005							75.60			
**Department 020 PRKS/MAINT&ADMIN										
01/16/2019	186533	SAMS CLUB DIRECT		140020393.100	PRKS/MAINT&ADMI - EMP RECOG CHRG	003307	143.25		/ /	
SubTotal Department 020							143.25			
SubTotal Fund 140							218.85			
**Fund 150 FINCH CRK CONST										
**Department 023 PRKS/IMPV&REHAB										
01/16/2019	186406	MYERS CONSTRUCTION MGMT INC		150023424.100	PRKS/IMPV&REH - BLDG/STRUC IMPROV	2124	540184.25		/ /	
01/16/2019	186406	MYERS CONSTRUCTION MGMT INC		150023424.100	PRKS/IMPV&REH - BLDG/STRUC IMPROV	2116	1048661.30		/ /	
01/16/2019	186403	CRIDER & CRIDER INC		150023424.100	PRKS/IMPV&REH - BLDG/STRUC IMPROV	2	75156.98		/ /	
01/16/2019	186592	PLAYWORLD MIDSTATES		150023390.100	PRKS/IMPV&REH - OTH SERV & CHRG	18839	9359.00		/ /	
01/16/2019	186745	GAME TIME		150023449.100	PRKS/IMPV&REH - OTH OPER EQUIPT	PJI-0104159	10833.25		/ /	
01/16/2019	186744	LANDSCAPE STRUCTURES		150023449.100	PRKS/IMPV&REH - OTH OPER EQUIPT	INV-067996	68659.60		/ /	
SubTotal Department 023							1752854.38			

Accounts Payable Register

DATE FILED	APV #	NAME OF PAYEE	PO #	APPROF #	APPROPRIATION	DESCRIPTION	AMOUNT	CHECK #	CHECK DATE	MEMORANDUM
SubTotal Fund 150										
**Fund 198 PARK IMPACT										
**Department 023 PRKS/IMP/PROV&REHAB										
01/16/2019	186540	LEHMAN & LEHMAN INC		198023390.100	PRKS/IMP/PROV&REH - OTH SERV & CHRGS	18-212	5535.36		/ /	
01/16/2019	186391	RCAW CORPORATION		198023313.100	PRKS/IMP/PROV&REH - ENG CONSULT	6186717	9000.00		/ /	
01/16/2019	186387	INDIANA DEPARTMENT OF TRANSPORTATION		198023422.200	PRKS/IMP/PROV&REH - TRAIL CONST & REHAB	50189	3133.36		/ /	
SubTotal Department 023							1752854.38			
SubTotal Fund 198										
**Fund 199 ROAD IMPACT										
**Department 024 ENGINEER										
01/16/2019	186383	A & F ENGINEERING		199024313.100	ENGINEER - ENG CONSULT	16275	20315.00		/ /	
SubTotal Department 024							20315.00			
**Department 026 STR/IMP/PROV&REHAB										
01/16/2019	186384	BUTLER FAIRMAN & SEUFERT INC		199026313.100	STR/IMP/PROV&REHA - ENG CONSULT	83359	65258.00		/ /	
01/16/2019	186400	USI CONSULTANTS		199026313.100	STR/IMP/PROV&REHA - ENG CONSULT	8461-B	7054.32		/ /	
01/16/2019	186383	A & F ENGINEERING		199026313.100	STR/IMP/PROV&REHA - ENG CONSULT	16267	13680.00		/ /	
SubTotal Department 026							85992.32			
SubTotal Fund 199										
**Fund 203 DS/ECO LEASE REF BONDS 2013										
**Department 026 STR/IMP/PROV&REHAB										
01/16/2019	186532	THE BANK OF NEW YORK MELLON		203026324.100	DS/ECO - STR/IMP/PROV&REHA - BANK & OTH FIN SERV FEE	252-2159593	1700.00		/ /	
SubTotal Department 026							1700.00			
SubTotal Fund 203										

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 7 pages and except for accounts payables not allowed as shown on the Register such accounts payables are hereby allowed in the total amount of \$ 1,796,586.21

Dated this 1 day of January, 2019.

Carl A. [Signature]
[Signature]
[Signature]

Signatures of Governing Board

Fund Report for November 2018

NRO – REVENUE
 \$ 40,604.23- Golf
 \$ 35,842.75- Rec.*
 \$ 76,446.98- TOTALS

NRO – BALANCE
 (\$ 149,807.88) - Golf
 \$ (3,501.27) - Rec
 (\$ 153,309.15) - TOTALS

NRC -- REVENUE
 \$ 2,768.46 - Reg NRC
 \$ 0.00 - DuPont
 \$ 0.00- Finch Creek PILOS
 \$ 2,768.46- TOTALS

NRC – DISBURSED
 \$ 0.00 - Reg NRC
 \$ 0.00 - DuPont
 \$ 0.00 - Finch Creek PILOS
 \$ 0.00 - TOTALS

NRC – BALANCE
 \$ 84,242.73- Reg NRC
 \$ 6,552.01 - DuPont
 \$ 2,201.16 - Finch Creek PILOS
 \$ 92,995.90 - TOTALS



NOBLESVILLE PARKS AND RECREATION REPORT DEC 2018

Enrollment: We are proud of the team's increase of December participation for 2018 with 4 buses to Chicago, 6 Girl Scout Classes, and a partnered ship Jazz Concert at the Recreation Annex. Elf Party at the Ice Plaza had around 103 skaters running around with Forest. The rest of the Ice Plaza data will be on January's reports, which has also added to the December participation with the Recreation Team. Grand total participation around 1,000 guests in our parks before December 27, which was 644 more participants than 2017.

<u>Recreation Annex Rentals</u>		<u>(July 1, 2018 – June 30, 2019)</u>		<u>Reserved</u>
Atrium/Auditorium	\$14,820	60%	=	\$8,892.00
Auditorium Staffing	\$645	0%		\$645.00
Gyms	\$20,000	50%	=	\$10,000
Gyms	\$12,310	80%	=	\$9,848.00
Gross \$47,775		Parks		\$29,385.00 Parks Net
Already booked coming year: \$6,490.00				

<u>POS Pickleball</u>	<u>(January 18 to Present)</u>	<u>-Dec 27</u>
Sports Drop-In		\$6,345.00
Sports Passes		\$5,950.00
Dance Drop-In		\$285.00
Dance Passes		\$800.00
Fitness Drop-In		\$1,560.00
Fitness Passes		\$540.00
		\$15,480.00

<u>Miller Explorers</u>	<u>(August till Present)</u>	<u>Enrollments</u>
Explorer Participants		61
Student Participants		17
Scholarship Earned for Explorers		\$85.00

Auditorium

Edward Zlaty	Music	December 21
Excel Graduation		February 14
ISTA	Conference	March 1-2
Hope Inc	Show	March -9-16
Hope Inc	Show	May -Request
Excel Graduation		June 13
Attic Theatre	Show	June- 16-22
Hope Inc	Show	July -Request
Attic Theatre	Show	October 17-24
Improbable Fiction	Show	April 2020 Request
Belfry	Show	September- Request 2020

Rec2Go/ Special Events

Master Yoo's	Gym	December 8
Gymnastics	Gym	January 5-6
Chef's Night Out	Gym/ Food	January 12
Gymnastics	Gym	January 19-20
Lion's Club Dodge Ball	Gym	March 9
Grand Park Basketball	Gym	April 26-28
Grand Park Basketball	Gym	May 17-19
Grand Park Basketball	Gym	July 5-7

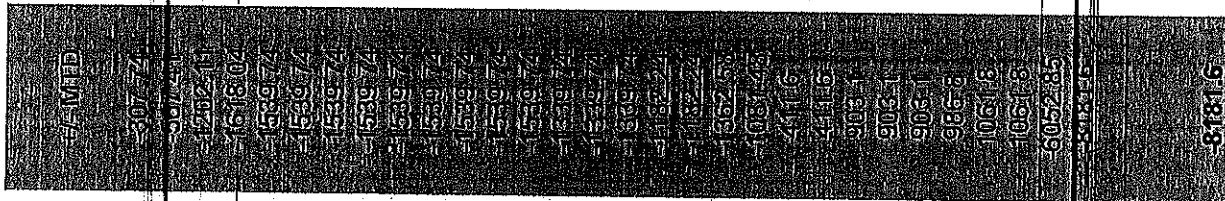
Adult					
Ball Room	Mondays	6:30-9:15pm	Inn-Main	11	-2
Pickleball Classes	Multi	Multi	Annex	20	+1
Chicago Bus Trip	Wed	All Day		186	4 buses
Curvy Girl Studio Adult	Multi	Multi	Lodge	35	
Edwards Christmas			Annex	171	
Fitness					
Yoga	Mon-Thurs	Various	Lodge	7	-7
Pilates	Mon & Wed	Am-PM	Inn	10	+2
Boot Camp	Mon & Wed	6:30-7:30pm	NWMS	5	
Youth Programs					
Parent Night Out	Friday	6:00pm-9:00pm	Lodge	11	-1
Safe Sitter	Saturday	9:00am-3:00pm	Lodge	8	Full
Little's	Wednesday	10-11	Lodge	7	
Miller Explorers	Mon-Fri	3:45-5:30	NS	12	-18
Girl Scouts	Saturdays		Annex/ Lodge	103 G 47 A	
Curvy Girl	Multi	Multi	Lodge	79	
Winter Break Camp				24	
Family					
Drop -In Programs					
Social Dance	Tuesday		Inn	12	:Punch 2
Fitness			Lodge	0	Punch 0
Pickleball			Annex	124	Punch 23
			Total	857	

Nichole Haberlin, Recreation Director
 Amber Mink, Program Coordinator- Events
 Erin Portman, Program Coordinator- Facilities

Fox December 2018

Date 2017 Rev 2018 Rev +/- day

Park 0
 1-Dec 307.74 0 -307.74
 2-Dec 259.67 0 -259.67
 3-Dec 766.2 131.5 -634.7
 4-Dec 415.93 0 -415.93
 5-Dec 78.3 78.3
 6-Dec 0 0
 7-Dec 0 0
 8-Dec 0 0
 9-Dec 0 0
 10-Dec 0 0
 11-Dec 0 0
 12-Dec 0 0
 13-Dec 0 0
 14-Dec 200 200
 15-Dec 0 0
 16-Dec 157.5 157.5
 17-Dec 157.5 157.5
 18-Dec 0 0
 19-Dec 180.34 -180.34
 20-Dec 281.1 281.1
 21-Dec 233.17 1726.25 1493.08
 22-Dec 0 0
 23-Dec 491.5 491.5
 24-Dec 0 0
 25-Dec 0 0
 26-Dec 83.7 83.7
 27-Dec 75 75
 28-Dec 0 0
 29-Dec 7140.75 26.1 -7114.65
 30-Dec 3625 1496.25 -2128.75
 31-Dec 0 0



Countdown 2013 Rev 2014 Rev 2015 Rev 2016 Rev

12928.8 0 0 0 0
 12928.80 0 0 18.4 0
 12928.80 0 0 0 0
 12797.30 0 0 0 0
 12797.30 0 0 8.75 0
 12719.00 0 0 156.85 0
 12719.00 0 0 251.69 0
 12719.00 0 0 119.76 604.6
 12719.00 0 0 327.69 0
 12719.00 0 0 153.66 0
 12719.00 0 0 492.99 0
 12719.00 0 0 550.23 0
 12719.00 0 0 768.59 0
 12719.00 0 0 673.2 6693.34
 12519.00 0 0 0 0
 12519.00 0 0 31.5 0
 12361.50 0 0 60.92 618.45
 12204.00 0 0 141.3 0
 12204.00 0 0 0 0
 12204.00 0 0 0 0
 11922.90 0 0 0 0
 10196.65 0 0 2417.5 0
 10196.65 0 0 255.58 79.57
 9705.15 0 0 160.91 2280
 9705.15 0 0 0 200
 9705.15 0 0 0 0
 9621.45 0 0 0 0
 9546.45 0 0 0 0
 9546.45 0 0 0 0
 9520.35 0 0 13228.05 8056
 8024.10 0 11470 0 0
 8024.10 0 1132.5 1250 0
 0 0 0 0 0
 0 0 11470 0 0

20950.07 19781.96

12928.8 4904.7 16-17 diff

Noblesville Park Board

Wednesday, January 9, 2019

Subject: Board to award contract for Forest Park Inn Remodel

Applicant: NA

Agenda Item: Old Business #1

Summary: Board to award contract for construction project

Recommendation: Staff Recommends awarding the contract to Frederick's, Inc.

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:

Bids for the Forest Park Inn renovation project were let December 3, 2018. Bids were due by and opened at 3:00 p.m. on Friday, January 4, 2019 at City Hall by Mike Howard (City Attorney) and Evelyn Lees (City Clerk) in a public bid opening meeting. They were then turned over to the Parks Department for review. Frederick's base bid came in at \$198,377. Attached you will see the meeting minutes from the bid opening as well as the Frederick's bid packet.

Background:

The remodel of the Forest Park In and the Administrative Offices was approved in the 2019 Parks & Recreation General Fund budget. Staff hope to work hard in completing the project as soon as we can once in 2019. Staff will be displaced during the majority of the construction process which is yet to be determined.

Recommendation:

Staff Recommends awarding the Forest Park Inn Remodel contract to Frederick's Inc.

**BID OPENING
FOREST PARK INN REMODEL
JANUARY 4, 2019**

Bids were received pursuant to public notice at the office of the Clerk on Friday, January 4, 2019 for a 3:04 p.m. bid opening. Those present were City Clerk Evelyn Lees, City Attorney Michael Howard, Director of Parks Brandon Bennett, Assistant Director of Parks Mike Hoffmeister, Darren Peterson and Tara Anker of Peterson Architecture, and representatives of the bidders. All bids were received on time. The bid opening was moved to the Council conference room after all bids were received to accommodate those present.


Mr. Howard stated the first bid was from KP Sullivan Builders, Inc. Their Form 96, non-collusion affidavit, bid bond, E-verify affidavit, and financial statement were included in the packet. They did not acknowledge receipt of two addenda. Their bid was \$236,700.00.

The next bid was from Fredericks, Inc. Their Form 96, non-collusion affidavit, bid bond, E-verify affidavit, and financial statement were included in the packet. They acknowledged receipt of two addenda. Their bid was \$198,377.00.

The next bid was from Myers Construction Management, Inc. Their Form 96, non-collusion affidavit, bid bond, E-verify affidavit, and sealed financial statement were included in the packet. They acknowledged receipt of two addenda. Their bid was \$238,500.00.

Mr. Howard stated this appears to be all the bids for the Forest Park Inn Remodel project. Mr. Howard asked if anyone present knew of any other bids. There were none appearing.

Mr. Howard referred the bids for review and recommendation by the Parks and Recreation Department and their consultants. He stated the bids will be presented to the Park Board at their meeting at 6:00 p.m. on January 9, 2019 at The Green Room at Federal Hill Commons, 107 Logan Street.


EVELYN LEES, CLERK
CITY OF NOBLESVILLE



CONTRACTOR'S BID FOR PUBLIC WORK - FORM 96

State Form 52414 (R2 / 2-13) / Form 96 (Revised 2013)
Prescribed by State Board of Accounts

PART I

(To be completed for all bids. Please type or print)

Date (month, day, year): January 4, 2019

1. Governmental Unit (Owner): City of Noblesville Indiana

2. County : Hamilton

3. Bidder (Firm): Fredericks Inc.

Address: 5448 W. St. Rd. # 132

City/State/ZIPcode: Pendleton, IN 46064

4. Telephone Number: 765-778-7588

5. Agent of Bidder (if applicable): _____

Pursuant to notices given, the undersigned offers to furnish labor and/or material necessary to complete the public works project of Noblesville Parks and Recreation Office Expansion

(Governmental Unit) in accordance with plans and specifications prepared by Peterson Architecture

and dated 01-04-2019 for the sum of

ONE HUNDRED NINETY-EIGHT THOUSAND THREE HUNDRED SEVENTY-SEVEN DOLLARS \$ 198,377.00

The undersigned further agrees to furnish a bond or certified check with this bid for an amount specified in the notice of the letting. If alternative bids apply, the undersigned submits a proposal for each in accordance with the notice. Any addendums attached will be specifically referenced at the applicable page.

If additional units of material included in the contract are needed, the cost of units must be the same as that shown in the original contract if accepted by the governmental unit. If the bid is to be awarded on a unit basis, the itemization of the units shall be shown on a separate attachment.

The contractor and his subcontractors, if any, shall not discriminate against or intimidate any employee, or applicant for employment, to be employed in the performance of this contract, with respect to any matter directly or indirectly related to employment because of race, religion, color, sex, national origin or ancestry. Breach of this covenant may be regarded as a material breach of the contract.

CERTIFICATION OF USE OF UNITED STATES STEEL PRODUCTS (If applicable)

I, the undersigned bidder or agent as a contractor on a public works project, understand my statutory obligation to use steel products made in the United States (I.C. 5-16-8-2). I hereby certify that I and all subcontractors employed by me for this project will use U.S. steel products on this project if awarded. I understand that violations hereunder may result in forfeiture of contractual payments.

ACCEPTANCE

The above bid is accepted this 9th day of January, 2019, subject to the following conditions: None

Contracting Authority Members:

Carl A. [Signature]
[Signature]

[Signature]

PART II
 (For projects of \$150,000 or more – IC 36-1-12-4)

Governmental Unit: Noblesville Parks & Recreation Office Expansion

Bidder (Firm) Fredericks Inc.

Date (month, day, year): January 4, 2019

These statements to be submitted under oath by each bidder with and as a part of his bid. Attach additional pages for each section as needed.

SECTION I EXPERIENCE QUESTIONNAIRE

1. What public works projects has your organization completed for the period of one (1) year prior to the date of the current bid?

Contract Amount	Class of Work	Completion Date	Name and Address of Owner
2,150,000.00	Electrical	Dec. 2016	Center Grove High School
738,000.00	GC/Electrical	Oct. 2016	Madison County Central Dispatch
406,083.00	GC/Electrical	Sept. 2016	Hamilton Heights Soccer Field
720,130.00	Concrete	March 2017	Flagship P3 Building

2. What public works projects are now in process of construction by your organization?

Contract Amount	Class of Work	Expected Completion Date	Name and Address of Owner
3,231,152.00	GC-Elec-Casework	Oct 2018	American Electric Power Renov
1,612,566.00	GC-Elec-Roofing	2019	Anderson Wells Projects
1,076,000.00	Roofing	Dec 2018	ACS D26 Career Center Roofing
1,309,600.00	GC-Roofing-Elec	Nov 2018	Anderson Boys and Girls Club

3. Have you ever failed to complete any work awarded to you? NO If so, where and why?

4. List references from private firms for which you have performed work.

Borg Warner, Anderson, IN

St. John's Hospital, Anderson, IN

Community Hospital, Anderson, IN

Carter Logistics, Anderson, IN

St. Vincent's Med One, Anderson, IN

SECTION II PLAN AND EQUIPMENT QUESTIONNAIRE

1. Explain your plan or layout for performing proposed work. *(Examples could include a narrative of when you could begin work, complete the project, number of workers, etc. and any other information which you believe would enable the governmental unit to consider your bid.)*

As required by plans and specifications

2. Please list the names and addresses of all subcontractors *(i.e. persons or firms outside your own firm who have performed part of the work)* that you have used on public works projects during the past five (5) years along with a brief description of the work done by each subcontractor.

List Attached

3. If you intend to sublet any portion of the work, state the name and address of each subcontractor, equipment to be used by the subcontractor, and whether you will require a bond. However, if you are unable to currently provide a listing, please understand a listing must be provided prior to contract approval. Until the completion of the proposed project, you are under a continuing obligation to immediately notify the governmental unit in the event that you subsequently determine that you will use a subcontractor on the proposed project.

To be supplied

4. What equipment do you have available to use for the proposed project? Any equipment to be used by subcontractors may also be required to be listed by the governmental unit.

As Needed

5. Have you entered into contracts or received offers for all materials which substantiate the prices used in preparing your proposal? If not, please explain the rationale used which would corroborate the prices listed.

Yes

SECTION III CONTRACTOR'S FINANCIAL STATEMENT

Attachment of bidder's financial statement is mandatory. Any bid submitted without said financial statement as required by statute shall thereby be rendered invalid. The financial statement provided hereunder to the governing body awarding the contract must be specific enough in detail so that said governing body can make a proper determination of the bidder's capability for completing the project if awarded.

SECTION IV CONTRACTOR'S NON – COLLUSION AFFIDAVIT

The undersigned bidder or agent, being duly sworn on oath, says that he has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by him, entered into any combination, collusion or agreement with any person relative to the price to be bid by anyone at such letting nor to prevent any person from bidding nor to include anyone to refrain from bidding, and that this bid is made without reference to any other bid and without any agreement, understanding or combination with any other person in reference to such bidding.

He further says that no person or persons, firms, or corporation has, have or will receive directly or indirectly, any rebate, fee, gift, commission or thing of value on account of such sale.

SECTION V OATH AND AFFIRMATION

I HEREBY AFFIRM UNDER THE PENALTIES FOR PERJURY THAT THE FACTS AND INFORMATION CONTAINED IN THE FOREGOING BID FOR PUBLIC WORKS ARE TRUE AND CORRECT.

Dated at Pendleton this 4th day of January, 2019

Fredericks Inc.

(Name of Organization)

By James

Vice President

(Title of Person Signing)

ACKNOWLEDGEMENT

STATE OF IN)
COUNTY OF Madison) ss

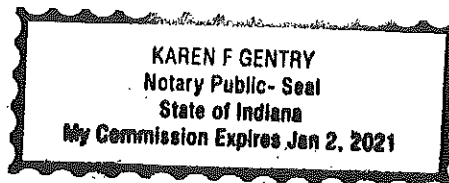
Before me, a Notary Public, personally appeared the above-named John R. Fredericks and swore that the statements contained in the foregoing document are true and correct.

Subscribed and sworn to before me this 4th day of January, 2019.

Karen F. Gentry
Notary Public

My Commission Expires: Jan 2, 2021

County of Residence: Madison



BID OF

Fredericks Inc.

(Contractor)

5448 W. St. Rd. # 132

(Address)

Pendleton, IN 46064

FOR

PUBLIC WORKS PROJECTS

OF

Noblesville Parks & Recreation Office Expansion

Filed _____

Action taken _____

Fredericks, Inc.
Balance Sheets
December 31, 2017 and 2016

ASSETS

	<u>2017</u>	<u>2016</u>
Current Assets:		
Cash and cash equivalents	\$ 3,350,609	\$ 3,660,288
Accounts receivable - trade	2,916,754	3,840,476
Accounts receivable - employees	5,929	10,764
Costs incurred and income recognized in excess of billing on uncompleted contracts	518,115	785,040
Inventory - building supplies	231,881	229,442
Prepaid expenses	236	736
	<u>7,023,524</u>	<u>8,526,746</u>
Property and Equipment:		
Land	3,000	3,000
Building and improvements	165,217	165,217
Machinery and equipment	1,959,030	1,723,739
Office equipment	26,396	26,396
Vehicles	902,719	785,558
	<u>3,056,362</u>	<u>2,703,910</u>
Less accumulated depreciation	<u>(2,167,744)</u>	<u>(1,993,339)</u>
	<u>888,618</u>	<u>710,571</u>
Other Assets:		
Notes receivable - related party	420,251	513,190
Investment in limited partnership, at cost	9,241	10,153
	<u>429,492</u>	<u>523,343</u>
	<u>\$ 8,341,634</u>	<u>\$ 9,760,660</u>

See accountants' review report and notes to financial statements.

Fredericks, Inc.
Balance Sheets
December 31, 2017 and 2016

LIABILITIES AND STOCKHOLDERS' EQUITY

	<u>2017</u>	<u>2016</u>
Current Liabilities:		
Accounts payable - trade	\$ 1,264,401	\$ 1,787,711
Current portion of long-term debt	1,178	1,106
Billings in excess of cost incurred and income recognized on uncompleted contracts	2,143,521	3,134,984
Accrued expenses:		
Property tax	25,000	25,000
	<u>3,434,100</u>	<u>4,948,801</u>
Long-Term Debt:		
Notes payable	2,434	3,540
Less current portion	<u>(1,178)</u>	<u>(1,106)</u>
	<u>1,256</u>	<u>2,434</u>
Stockholders' Equity:		
Common stock, no par, 1000 shares authorized, 742 shares issued and outstanding	763,350	763,350
Additional paid-in capital	1,089,234	1,089,234
Retained earnings	<u>3,053,694</u>	<u>2,956,841</u>
	<u>4,906,278</u>	<u>4,809,425</u>
	<u>\$ 8,341,634</u>	<u>\$ 9,760,660</u>

See accountants' review report and notes to financial statements.



Interchange Corporate Center
450 Plymouth Road, Suite 400
Plymouth Meeting, PA. 19462-1644
Ph. (610) 832-8240

BID BOND

Bond Number: N/A

KNOW ALL MEN BY THESE PRESENTS, that we FREDERICKS INC 5448 W ST. RD. # 132
PENDLETON, IN 46064, as principal (the "Principal"),
and LIBERTY MUTUAL INSURANCE COMPANY, a Massachusetts stock insurance company, as surety (the
"Surety"), are held and firmly bound unto CITY OF NOBLESVILLE INDIANA
16 SOUTH 10TH STREET NOBLESVILLE, IN 46060, as obligee (the "Obligee"), in
the penal sum of FIVE PERCENT TOTAL BID AMOUNT Dollars (\$ 5% BID AMT).

for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our
heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for: NOBLESVILLE PARKS & RECREATION OFFICE EXPANSION

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal within the period specified therein, or, if no
period be specified, within sixty (60) days after opening, and the Principal shall enter into a contract with the Obligee
in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or
contract documents, or in the event of the failure of the Principal to enter into such contract and give such bond or
bonds, if the Principal shall pay to the Obligee the difference in money not to exceed the penal sum hereof between
the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with
another party to perform the work covered by said bid, then this obligation shall be null and void; otherwise to remain
in full force and effect. In no event shall the liability hereunder exceed the penal sum thereof.

PROVIDED AND SUBJECT TO THE CONDITION PRECEDENT, that any claim by Obligee under this bond must
be submitted in writing by registered mail, to the attention of the Surety Law Department at the address above,
within 120 days of the date of this bond. Any suit under this bond must be instituted before the expiration of one
(1) year from the date of this bond. If the provisions of this paragraph are void or prohibited by law, the minimum
period of limitation available to sureties as a defense in the jurisdiction of the suit shall apply.

DATED as of this 4th day of JANUARY, 20 19.

WITNESS / ATTEST

Karen F. Shuey

FREDERICKS INC

(Principal)

By: [Signature]

Name: WILLIAM J. FREDERICKS

Title: PRESIDENT

(Seal)

LIBERTY MUTUAL INSURANCE COMPANY

(Surety)

By: [Signature]

Attorney-in-Fact

(Seal)

THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Certificate No. 7938132

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company West American Insurance Company

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Theresa Compton; Ashley Rayn; Leigh Ann Baker; Stephanie Daugherty; Stephanie Korporal; Dan McQuilkin; Jessica Moore; Kyle Stoffel; Adam Young

all of the city of Marion, state of IN each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 13th day of November, 2017.



The Ohio Casualty Insurance Company
Liberty Mutual Insurance Company
West American Insurance Company
By: David M. Carey
David M. Carey, Assistant Secretary

STATE OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 13th day of November, 2017, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Upper Merion Twp., Montgomery County
My Commission Expires March 28, 2021
Member, Pennsylvania Association of Notaries

By: Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS – Section 12. Power of Attorney. Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts – SECTION 5. Surety Bonds and Undertakings. Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this _____ day of _____, 20_____.



By: Renee C. Llewellyn
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.



Berline Construction	27 W. Highway 36 Pendleton, IN 46064	Steel, Studs, Drywall, & Acoustic
BL Brown	P.O. Box 294 Pendleton, IN 46064	Site Work
Capital City Fence	920 E. Ohio Street Indianapolis, IN 46202	Fencing
Certified Floor Covering	5150 W. 84th Street Indianapolis, IN 46268-1512	Floor Coverings
Delaware Glass	4341 W. Williamsburg Rd. Muncie, IN 47304	Glass/ Aluminum Store Front
Gordon Plumbing	PO Box 257 Fishers, IN 46038	Plumbing
Hoosier Glass	562 S. Post Rd. Indianapolis, IN 46239	Glass/ Aluminum Store Front
Indiana Flooring	313 E. 14th Street Anderson IN 46016	Floor Coverings
Keppler Steel	PO Box 668 Muncie IN 47308	Structural Steel
Lehman's Mechanical	1023 W. 38th Street Anderson, IN 46013	HVAC
Liberty Mechanical	8448 W. 700 N. Fairland, IN 46126	HVAC/Plumbing
M & S Masonry	8029 W. 700 North Middletown IN 47356	Masonry
Mallernee Painting/Plastering	905 W. 37th Street Anderson IN 46013	Painting & Plastering
Mofab	1415 Fairview Anderson, IN 46011	Structural Steel
NX painting	2501 W. 26th Street Muncie, IN 47302	Painting
Overhead Door of Indianapolis	P.O. Box 50648 Indianapolis, IN 46250	Overhead Door
Royal Flush Plumbing	5839 MLK Jr Blvd. Anderson, IN 46013	Plumbing
Ortman Drilling & Water	241 N. 300 W. Kokomo, IN 46901	Well Drilling & Above Ground Piping
Berry Electric, Inc	1698 W. 750 S. Trafalgar, IN 46181	Electrical
Peerless Midwest	17707 Sun Park Drive Westfield, IN 46074	Electrical
Powell-McGuire Escavating Inc.	6319 N. 600 West Frankton, IN 46044	Site Utilities

ATTACHMENT A

E-Verify Affidavit

Pursuant to Indiana Code 22-5-1.7-11, the Contractor entering into a contract with Noblesville Parks and Recreation is required to enroll in and verify the work eligibility status of all its newly hired employees through the E-Verify program. The Contractor is not required to verify the work eligibility status of all its newly hired employees through the E-Verify program if E-Verify no longer exists.

The undersigned, on behalf of the Contractor, being first duly sworn, deposes and states that the Contractor does not knowingly employ an unauthorized alien. The undersigned further affirms that, prior to entering into its contract with Noblesville Parks and Recreation, the undersigned Contractor will enroll in and agrees to verify the work eligibility status of all its newly hired employees through the E-Verify program.

Vendor: Fredericks Inc.

By (Written Signature): 

By (Printed Name): John R. Fredericks, VP

Title:

Important – Notary Signature and Seal Required in the Space Below

STATE OF Indiana

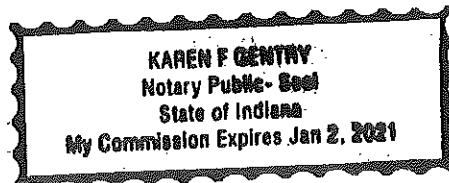
COUNTY OF Madison

Seal:

Subscribed and sworn to before me this 4th day of January, 2019
2016.

My commission expires: 02-02-2021 Signed: 

Residing In County, Madison State of Indiana



ATTACHMENT B

Submittal Check List and Format

To be completed on the "Contractor's Bid for Public Work – Form 96" or in the same format

PART I

Owner and Project information
Contractor and Contact information
Agent and Contact Information
Summary of Price
Addenda Confirmation (Attachment C)
Certification

PART II

Owner and Project information
Contractor and Contact information

Section I

Experience including answers to item 1-4

Section II

Plan and Equipment Schedule including item 1-5

Section III

Contractor's Financial Statement

Section IV

Contractor's Non-Collusion Affidavit

Section V

Oath and Affirmation

Additional Information to be included with submittal

E-Verify affidavit

Bid Bond

ATTACHMENT C

Addenda Confirmation

Bidder hereby acknowledges receipt and has incorporated the following addenda in this bid.

<u>Addendum No.</u>	<u>Date</u>
# 1	12-17-18
# 2	12-21-18

Noblesville Park Board

Wednesday, January 9, 2019

Subject: Board to consider distribution of golf revenues.

Summary: Staff recommends 100% into 110-021 and 0% into 109

Agenda Item: New Business Item #1

Recommendation: Staff recommend 100% distribution into the 110-021

Prepared by: Brandon Bennett, Director
Department of Parks and Recreation
City of Noblesville
bbennett@noblesville.in.us; 317-770-5750

Park Terms and Definitions:

Summary:

This has to be done every year for distribution of revenues. The Board needs to direct what funds revenues are to be deposited into from the golf operation. We recommend that all funds be deposited into the 110-021 Golf fund.

Background:

The Board has to approve a distribution of revenues to funds annually. Prior to 2008 revenue was distributed between the golf fund and the capital fund generally with an 85%-15% respectively. Since the downturn of golf and the amount of revenue generated it has been necessary to deposit all revenue into the golf fund to fund the operation as much as possible. This is how we have proceeded over the past several years and should continue to move forward.

Recommendation:

Staff recommend that 100% of golf revenues be distributed into the 110-021

Noblesville Park Board

Wednesday, January 9, 2019

Subject:	Board to consider lease with Noblesville United Soccer League
Summary:	Board shall approve or deny lease with NUSC
Agenda Item:	New Business Item #2
Recommendation:	Staff Recommends approving this lease
Prepared by:	Brandon Bennett, Director Department of Parks and Recreation City of Noblesville bbennett@noblesville.in.us; 317-770-5750

Park Terms and Definitions:

Summary:

The lease presented before the board today has some minor changes:

1. Change of dates from 2018 to 2019
2. Renewal dates for four (4) additional one (1) year terms.

Background:

The Parks & Recreation Department have an annual lease with the Noblesville United Soccer Club to utilize our space at the soccer fields on 186th Street. NUSC has changed leadership at the board and hired some new staff to assist with their operation. Staff have met with NUSC board members and operators to ensure a consistent maintenance plan is practiced. Parks staff complete mowing, aerofication (paid for by NUSC) and lining the fields as well as maintaining the parking lots and islands. NUSC, in coordination with Parks staff, hold a contract for all applications of fertilizers, herbicides and pesticides.

Recommendation:

Staff Recommend approving the lease with Noblesville United Soccer Club

1 LEASE AGREEMENT

2 /
3 THIS LEASE AGREEMENT, made and entered into this 9th day of January, 2019, by
4 and between the Noblesville Parks and Recreation Board, Hamilton County, Indiana, hereinafter
5 referred to as “Park Board” and the Noblesville United Soccer Club, Inc., of Hamilton County,
6 Indiana, hereinafter referred to as the “Club”.

7 WITNESSETH THAT:

8 Whereas the Park Board owns approximately 30 acres of property known as the
9 Noblesville Soccer Complex and wishes to advance the sport of soccer and particularly youth
10 recreational soccer.

11 And Whereas the Club is committed to:

- 12
- Developing soccer players from age five (5) through high school.
 - Providing the environment that ensures that every child develops to their fullest
14 potential as a sportsperson and player.
 - Providing the best available leadership, training, facilities and programs to all of
16 its membership

17 And Whereas, the Park Board desires to lease to the Club that certain parcel of land in Hamilton
18 County, Indiana, being more particularly described as follows:

19 SEE EXHIBIT A & B, ATTACHED HERETO

20 AND INCORPORATED HEREIN BY REFERENCE

21 hereinafter called the “Leased Premises” and the Club being desirous of leasing said Leased
22 Premises from the Park Board, all on the conditions and terms hereinafter set forth:

1 NOW, THEREFORE, for and in consideration of the rents and covenants hereinafter
2 contained, the Park Board and Club do hereby enter onto the following agreements and
3 understandings:

4 ARTICLE I

5 The Leased Premises.

6 The Term and Rent Therefor

7 The Park Board hereby leases to the Club, and the Club hereby leases from the Park
8 Board the Leased Premises, which the Club shall hold subject to the terms and conditions of this
9 lease for a term beginning on the 9th day of January, 2019, and ending on the 1st day December,
10 2019, hereinafter called the "Term". This lease shall be renewed for four (4) additional one (1)
11 year terms at the same terms, conditions and rentals unless the Club or the Park Board elects not
12 to renew this Agreement by giving sixty (60) days written notice. In consideration therefore, the
13 Club hereby agrees to pay a rental of Ten Dollars (\$10.00) per year. The rental payment of Ten
14 Dollars (\$10.00) is payable prior to March 31st, 2018. The Park Board shall invoice the Club 60
15 days prior to payment date.

16 The Park Board and the Club have a thirty (30) year history of positively working
17 together in a spirit of mutual trust and confidence. Both parties are committed to continue
18 working together to provide activities and improve and expand facilities for the citizens of
19 Noblesville.

20 ARTICLE II

21 Use of Premises

1 The Club covenants and agrees and the Park Board authorizes and consents to the use of
2 the Premises as a park and soccer field area operated by the Club.

3
4
5 ARTICLE III

6 Maintenance of Leased Premises

7 The Park Board shall assist the Club in keeping and maintaining the leased property in
8 good repair. This shall include mowing the property with equipment purchased by the club, field
9 aerification and fertilization applications, paid for by the Club, day-to-day watering of the
10 property, lining the fields using paint purchased by the Club, plus maintenance of the parking
11 lots including the islands. The Parks Maintenance Superintendent in collaboration with the
12 Club's Fields Director shall determine "Good Repair".

13 The Club shall maintain, as needed, high traffic areas including goal mouth areas through
14 spot aerification using aerifying on-site. They Club shall maintain the concession stand and the
15 associated restrooms. The Club shall obtain a health certificate from the Hamilton County Board
16 of Health prior opening said facility and shall keep the certificate in good standing at all times.
17 The Club shall remove "blocks" stored around the clubhouse and the concession stand as well as
18 all wooden bleachers that do not meet current Consumer Product Safety Standards.

19 The Club shall be responsible for making any necessary additional preparations for
20 events sponsored by it. The Club shall yield the Leased Premises back to the Park Board upon
21 termination of the lease in the same condition of cleanliness and repair and as at the date of
22 execution hereof, loss by fire or the elements and reasonable wear and tear accepted.

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ARTICLE IV

Improvements

It is understood and agreed that prior to any major, permanent type construction, such as the building of roads, parking areas, appliances, or buildings, the Club must first receive permission and terms for such improvements from the Park Board. For improvements jointly funded by the Club and the Park Board, the Park Board will obtain written approval from the Club prior to entering into any agreements for any such improvements to the subject property. The Park Board and Club will communicate regularly and will advise the other as soon as reasonably practical of any contemplated improvements to the subject property which are not being jointly funded.

ARTICLE V

Removal of Structure at End of Term

It is further understood and agreed that any structures or additions to the premises shall be considered to be the property of the Club insofar as same are capable of being removed from the land without damage or injury to the land itself and may be so removed by the Club upon termination of the lease.

ARTICLE VI

Mechanic's Liens

The Club covenants and agrees that it will not create or permit the creation of any Mechanic's or Materialmen's liens that encumber the Leased Premises. In the event legal action is taken to perfect any such lien, the Club agrees to defend said suit and claim, and the interest of

1 the Park Board herein, and to pay any judgments or costs and attorneys fees incidental to the
2 defense of said action or actions and at all times protect the Park Board's interest in said
3 premises.

4 ARTICLE VII

5 Payment of Expenses, Compliance with Laws and Rules

6
7 The Club covenants and agrees that it will pay all other bills and charges, e.g., electricity,
8 water, trash pick up, sewer etc. incidental to the carrying out of the purpose for which the Leased
9 Premises is being leased or extension thereof except as noted. The Park Board will pay the cost
10 of water used for the purpose of irrigation.

11 The Club further agrees that it will not use or occupy the Premises for any unlawful
12 purposes; and that it will maintain order with the assistance of police authorities. The Club
13 recognizes that the leased premises are subject to the rules of the Parks Board and agrees to
14 enforce those rules on participants who are on the premises at the invitation of the Club.

15
16 ARTICLE VIII

17 Taxes and Assessments

18 The Park Board shall pay all taxes and assessments levied against the Leased Premises.

19 ARTICLE IX

20 Access

21 The Club for itself and its successors and assigns hereby covenants that the Park Board
22 and its invitees shall have access over the Leased Premises, if not in conflict with Club

1 scheduling, understanding that the Leased Premises and the properties located therein will be
2 kept in the same condition of cleanliness and repair as the Club maintains such. It is further
3 understood that the Club has the right to charge admission to its activities and facilities and to
4 schedule the use thereof. The Club will schedule the use of the premises and transmit that
5 schedule to the Noblesville Parks Department at least monthly. The Club agrees not to schedule
6 at least one (1) full-size playing field Monday through Thursday. The unscheduled field may be
7 reserved by other appropriate Noblesville sports organizations by making a reservation through
8 the Noblesville Parks Department at least eight (8) days in advance. The Department will advise
9 the Club of all reservations at least seven (7) days in advance. If that field is not reserved in
10 advance, the Club may schedule its use.

11 ARTICLE X

12 Indemnity and Liability Insurance

13 Club shall indemnify and hold the Park Board harmless for any and all liability, loss,
14 costs or damages or expense, including reasonable attorney fees on account of bodily injury to or
15 death of any person, including any agent, servant or employee of the Club or the Park Board, or
16 loss or destruction to any property which injury, death or damage arises out of the Club's
17 possession or use of the Leased Premises, unless the injury death or damage is the approximate
18 result solely of the Park Board's carelessness or negligent conduct, if any. As between the Park
19 Board and Club, all property of the Club kept, stored or maintained at the sole risk of the Club.
20 Club shall carry comprehensive liability coverage in the amount of \$1,000,000.00 per occurrence
21 and shall name the City of Noblesville and the Noblesville Parks and Recreation Department as
22 co-insured on said policy. Club shall provide a copy of such policy or policies to the City of

1 Noblesville and/or the Noblesville Parks and Recreation Department prior to the effective date of
2 this agreement along with a letter from the insurance company or its agent agreeing to notify the
3 City of Noblesville and/or the Noblesville Parks and Recreation Department at least 30 days
4 prior to the cancellation of such insurance for non-payment or any other cause.

5 **ARTICLE XI**

6 **Abandonment or Default**

7 In the event the Club abandons or vacates the Leased Premises before the end of the
8 Term or the end of any renewal thereof, the Park Board may take possession of the Leased
9 Premises and re-let them without such action being deemed an acceptance of the surrender of the
10 lease or in any way terminating the Club's liability hereunder. In the event the Park Board, in its
11 judgment, shall believe that the Club is in default or has breached the terms of this lease, the Park
12 Board may at its option give written notice of such and shall allow the Club 60 days in which to
13 remedy any matters deemed by the Park Board to be a breach or default of this lease. In the
14 event Club fails to remedy such alleged default or breach, the Park Board may, in its sole
15 discretion, correct such breach or default and any expenses thereof shall be paid by the Club
16 within 30 days after written notification thereof. This remedy is not exclusive and the exercise
17 or non-exercise of its terms shall not preclude Park Board from pursuing any and all remedies it
18 may have at law.

19 **ARTICLE XII**

20 **Option to Renew**

21 **THE PARK BOARD AND CLUB** agree and covenant that the term of this lease may be
22 extended. Such option to extend shall be exercised by the Club with approval of the Park Board

1 by giving written notice to the Park Board and appearing at a Park Board Meeting not less than
2 sixty (60) days prior to the termination of the original terms. Such extended term(s) shall be
3 under terms, covenants and conditions, and rental payment, as are mutually agreed to by the
4 Parks Board and the Club.

5 Notices

6 Section 1. Notice to the Park Board

7 Any notice that is to be given hereunder to the Park Board shall be deemed to have been
8 properly given if it shall be sent to the Park Board at Noblesville Park & Recreation Board, 701
9 Cicero Road, Noblesville, Indiana 46060, (or such other address as may be furnished by the Park
10 Board), by United States certified or registered mail, and shall be postmarked not later than the
11 date by which the notice was to have been given.

12 Section 2. Notice to the Club

13 Any notice that is given hereunder to the Club shall be deemed to have properly given if
14 it shall be sent to the Club at Noblesville Soccer Club, Inc., Post Office Box 242, Noblesville, IN
15 46060, (or such other address as may be furnished by the Club), by United States certified or
16 registered mail, and shall be postmarked not later than the date by which the notice was to have
17 been given.

18 ARTICLE XIV

19 MICELLANEOUS PROVISIONS

20 Section 1. Annual Report.

21 The Club shall prepare a written annual report and present the report to the Park Board at
22 the Park Board's first meeting in August. The report will contain both financial and

1 programmatic information. NUSC also shall provide the form 990 and accompanying financial
2 statement as well as a copy of the determination letter from the IRS and an annual budget for the
3 program.

4 Section 2. Roster and Background Checks

5 The club shall provide a roster of each and every coach, volunteer, employee and board
6 member of the Club and shall also provide a background check on each person. Rosters and
7 Background checks shall be submitted to the Park Board representative (Park Staff) no later than
8 the 31st of March and the 31st of August annually.

9 Section 3. Field Conditions and Playability

10 Field Conditions shall be monitored closely by Club representatives, the Park Laborer on
11 site and the Park Maintenance Superintendent at the Leased Premises to determine playability
12 during inclement weather or times of repair. Final determination of postponement or
13 cancellation of practices, games or tournaments lies solely with the Park Laborer or Park
14 Maintenance Superintendent. Failure by any Club teams, players, coaches, volunteers, or Board
15 members to adhere to this policy shall result in termination of this lease.

1 ARTICLE XV

2 General Covenants

3 All covenants and agreements herein contained shall inure to and be binding upon the
4 respective heirs, successors, legal representatives and assigns of the parties hereto.

5 IN WITNESS WHEREOF, this Lease Agreement has been executed as of the day and
6 year first written above.

7 NOBLESVILLE PARK AND RECREATION BOARD

8 By Yannick Syk
9 President

10 ATTEST:

11 _____
12 Secretary

13
14
15 NOBLESVILLE UNITED SOCCER CLUB, INC.

16 By _____
17 President

18 ATTEST:

19
20
21 _____
22 Secretary

Noblesville Park Board

Wednesday, January 9th 2019

- Subject:** Park Board to consider operational plan and price proposal for Carousel and Tom Thumb Putt-Putt
- Agenda Item:** New Business #3
- Summary:** Recreation Division staff will take over operation of the carousel and putt-putt course
- Recommendation:** Staff recommends the Park Board approve operational plan and pricing proposal for Forest Park Carousel and Tom Thumb Putt-Putt
- Prepared by:** Nichole Haberlin, CPRP, Recreation Director
Department of Parks and Recreation
City of Noblesville
nhaberlin@noblesville.in.us; 317-770-5750
-

Park Terms and Definitions:

Summary:

In summer of 2019, Noblesville Parks staff within the Recreation Division will be taking over the management of historic Forest Park Carousel and Tom Thumb Putt-Putt.

Background:

The Carousel has been managed by a number of contractors for many years. Sindy's Sugar Shack has averaged about \$5,860.22 in revenue for Noblesville Parks and Recreation in the past three years. Compensation was comprised of 15% gross sales of concessions, 50% gross sales of putt-putt fees, and (7% of \$1.00-\$13,000), (50% of \$13,001-\$40,000), or (60% over \$40,001) of carousel rides.

Carousel Corner Operations Plan:

- Hours: Week before Easter (Egg Hunt) – May 31st (Spring) & Aug 1 - Labor Day (Fall)
 - Fridays (POSSIBLE) 4:00pm-7:00pm
 - Saturday & Sundays 10:00am-6:00pm
- Weeks June- July
 - Monday-Friday 10:00am-6:00pm
 - Saturday & Sunday 10:00am-6:00pm
- Weather Calls
 - Full Day: 9am for 10am open & 1pm for 2pm open on Weekends
 - Fridays off Season: 3pm for 4pm open (POSSIBLE)

Concierge Plan

- When sales are low, staff will take a golf cart around the park to talk about what is available, ask guest if they need anything and sometimes provide organized activities such as volleyball, mini backyard game tournaments, or a game of horse.

Pricing Structure

- Putt-putt Single Tickets \$3.00
- Carousel Single Rides \$2.00
- New Unlimited Day Bracelets \$10.00 (Includes Putt-putt & Carousel Rides)
- New Unlimited Day Bracelets \$15.00 (Includes Putt-putt, Carousel Rides, and Pool)
 - Pool will receive \$5.00 per bracelet sold
 - Blackout dates due to pool events schedule

Birthday Party Packages

- Monday-Thursday Summer (June & July)
- Saturday and Sunday (Fall & Spring)
- Birthday Parties have 1.5 hour at Party Plaza
- Groups get unlimited putt-putt and carousel for the day (Bracelet)
- One soft serve ice cream cone with each bracelet
- Exclusive use of 2 to 4 picnic tables inside Carousel Corner 24-32 seats
- Party Times 1:00pm, 3:00pm, 5:00pm
- Rates
 - Group size 10-15 =\$225.00
 - Group size 16-25 =\$375.00
 - Group size 16-35=\$525.00
 - Additional Bracelets for party \$15.00
- Rates with Pool
 - Group size 10-15 =\$300.00
 - Groups size 16-25 =\$500.00
 - Group size 16-35=\$700.00
 - Additional Bracelets for party \$20.00

Equipment Rentals Back in by 5:30pm

- Volleyballs \$2.00 Day Rentals (with ID)
- Basketballs \$3.00 Day Rentals (with ID)
- Sets of Bean Bags \$1.00 Day Rentals (with ID)
- Sets of Bocce Ball \$2.00 Day Rentals (with ID)
- Horseshoe Set \$2.00 Day Rentals (with ID)
- 2 Balls & 2 Paddles (Pickleball) \$3.00 Day Rental (with ID)

Marketing New Price Structure

- Hotels booked with Hamilton County Sports Authority
- Shelter rentals already booked
- Preschools and childcares that bring their summer program to the park

Recommendation:

Staff recommends the Park Board approve operational plan and pricing proposal for Forest Park Carousel and Tom Thumb Putt-Putt

Noblesville Park Board

Wednesday, January 9, 2019

Subject: Board to consider contracts with Indy Trolley for 2019 service dates

Summary: Trolley Service for 2019 Federal Hill Commons Concerts

Agenda Item: New Business Item #4

Recommendation: Staff Recommends approving this contract

Prepared by: Mike Hoffmeister, Assistant Director
Department of Parks and Recreation
City of Noblesville
mhoffmeister@noblesville.in.us; 317-770-5750

Park Terms and Definitions:

Summary:

This agreement is to contract with Indy Trolley to provide trolley services on the nights of Federal Hill Commons concerts in 2019. This is a budget expense in the 2019 108 General Fund budget.

Background:

In 2018, the Parks Department started using Trolley service to assist with transporting people from Federal Hill Commons to their respective parking lots around town. TI was very well received by the public and City Administration.

Recommendation:

Staff Recommend approving the contract with Indy Trolley

IndyTrolley.com

Mike Hoffmeister / Noblesville Parks Department / 2019

IndyTrolley 2019 Service Contract

<u>Dates</u>	<u>Service</u>	<u>#Hrs</u>	<u>Time</u>	<u>Trolley #1, 26 passenger</u>	<u>Trolley #2, 23 passengers</u>
May 25 -Sat	Concert	4.0	6:30p-10:30p	\$1,080.00	-----
June 15 -Sat	Concert	4.0	6:30p-10:30p	\$1,080.00	\$1,180.00
June 29 -Sat	Concert	4.0	6:30p-10:30p	\$1,080.00	-----
July 13 -Sat	Concert	4.0	6:30p-10:30p	\$1,080.00	-----
August 10 -Sat	Concert	4.0	6:30p-10:30p	\$1,080.00	\$1,180.00
August 24 -Sat	Concert	4.0	6:30p-10:30p	\$1,080.00	\$1,180.00
August 31 -Sat	Concert	4.0	6:30p-10:30p	\$1,080.00	\$1,180.00
Sept 14 -Sat	Concert	4.0	6:30p-10:30p	\$1,080.00	\$1,180.00

\$8,640.00

\$5,900.00

(32.0 hours of service)

(20.0 hours of service)

- Total Billable Service (13 events) = \$14,540.00
- If an event is canceled due to weather, a credit for that is event can be used at a later date within the same calendar year.
- 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)

Christopher Boyd, Manager
 Sarah Dufek, Director of Events and Operations
 c-317-776-2121
 1900 Pleasant St #900
 Noblesville, IN 46060

12/26/2018

 Christopher Boyd – Executive Manager
 IndyTrolley, LLC

Date: _____

 Mike Hoffmeister
 City of Noblesville, Parks Dept.

Date: _____

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. The reserving party is responsible for removing all refuge and personal belongings from the trolley. **Any sickness on board, excess waste, or mess left on the trolley will constitute a cleaning fee of \$225.00.** The determination of what constitutes as an excessive mess is up to managements discretion, as we book both before and after your scheduled times. Please leave the trolley in the you would like to receive it for your rental time.

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 and signed copy of this agreement, the parties agree to the above IndyTrolley terms and conditions.

Reserving party/Payee's signature: _____ **Date:** _____

Reserving person-print name: _____ **Event Date:** _____

Address: _____

Responsible person's phone number _____

Noblesville Park Board

Wednesday, January 9, 2019

Subject: Board to consider contracts with Lehman & Lehman

Summary: Master Plan, Recreation Impact Fee Plan and Alternative Transportation Plan

Agenda Item: New Business Item #5

Recommendation: Staff Recommends approving this contract

Prepared by: Brandon Bennett, Director
Department of Parks and Recreation
City of Noblesville
bbennett@noblesville.in.us; 317-770-5750

Park Terms and Definitions:

Summary:

2019 is the year for Parks staff to complete a variety of major plans that are required; the 5-year Master Plan, the Recreation Impact Fee Plan and the Noblesville Alternative Transportation Plan. We are due to complete these plans after doing so in 2014 (covering the years 2015-2019). These plans will cover the years 2020-2024. Funding for this contract will come from the Park Impact fee fund as allowed by law. There are two contracts to be approved today:

1. Contract for completion of Master Plan, Recreation Impact Fee Plan and Alternative Transportation Plan
2. Contract for General Services

Background:

Chuck Lehman, with Lehman & Lehman, has been our consultant for our master planning process for over 20 years. We plan to utilize input from Park Board members and other community stakeholders to assist in our planning processes.

Recommendation:

Staff Recommend approving the contracts with Lehman & Lehman

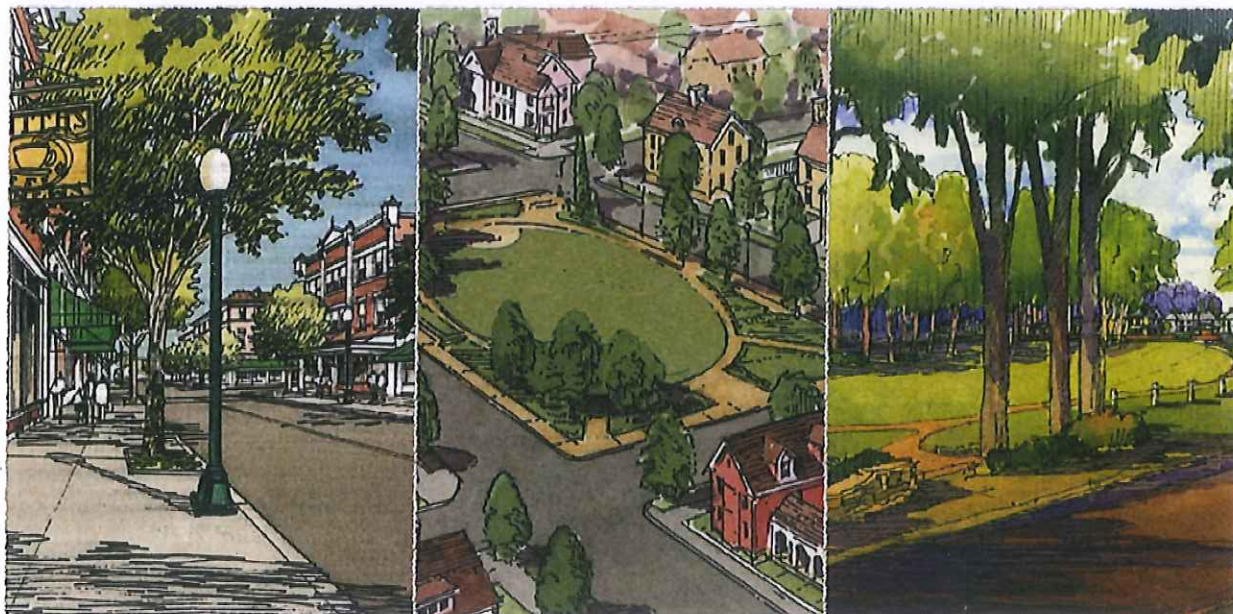


LEHMAN & LEHMAN
Transforming Horizons

Proposal for Professional Services for Update Studies including:

Recreation Impact Fees, Noblesville Alternative Transportation Plan and, Park / Recreation Five-Year Master Plan

Noblesville Parks and Recreation • Noblesville, Indiana



Submitted by the Professional Team of:

Lehman & Lehman, Inc.

Urban Planners ~ Landscape Architects ~ PlaceMakers
510 Lincolnway East ~ Mishawaka, IN 46544

January 3, 2019



LEHMAN & LEHMAN
Transforming Horizons

LETTER OF PROPOSAL / AGREEMENT

January 3, 2019

Agreement for Planning and Design Services for the

City of Noblesville's Updates to:

Recreation Impact Fees, Alternative Transportation Plan and, Park Five-Year Master Plan

For Noblesville Parks & Recreation Department

This agreement defines the scope of landscape architectural design services

Between the Owner: **Noblesville Parks & Recreation Department** (hereinafter referred to as Client)
c/o Brandon Bennett, Director, 701 Cicero Road, Noblesville, IN 46060

and the Landscape Architect: **Lehman & Lehman, Inc.** (hereinafter referred to as Landscape Architect) 510
Lincolnway East, Suite C, Mishawaka, IN 46544

for the following projects: Noblesville Recreation Impact Fee Update — Noblesville Alternative
Transportation Plan Update — Noblesville Parks Five-Year Master Plan Update
(hereinafter referred to as Projects)

Dear Park Board Members:

As a follow-up to our recent discussions, *Lehman & Lehman, Inc.* is pleased to submit this Letter of Proposal / Agreement to the City of Noblesville, Park Department. The proposed services will cover the update studies for the City's:

- **Recreation Impact Fee Ordinance (RIF)**
- **Alternative Transportation and Greenways Plan (NAT)**
- **Park and Recreation Five-Year Master Plan (MPU).**

As shared in our discussions there will be efficiencies in time and expense by conducting these studies at the same time. In this way the studies (which require a minimum of updates every five years) will be in sync with each planning documentation tool with the same renewable date (year).

Your Parks will gain in many benefits by embarking on updates of these Plans. Such benefits include:

1. Build on the strengths of the other studies of the City allowing the master plan update to be another chapter of community progress.
2. Knowledge gained, through community feedback, of the needed and valued program services and facilities of the Parks.
3. The opportunity to share with the residents and the community the Park's purpose, values, mission, service and role in the Noblesville community.
4. Through the involvement of others, including stakeholders, etc. the opportunities to form new or strengthen existing partnerships in shared values and mission.

5. Celebrate the achievements and successes of the previous master plan and impact fee ordinance and build on the progress for a new level of facilities and services offered.
6. Having a master plan that will serve as a dynamic guide for the City in maintaining the values and goals set forth while providing flexibility in details and the development of "new horizons" over the next decade.
7. Through the update of the recreation impact fee ordinance and its designated funding the City of Noblesville will be able to continue to implement recreation improvements with its forecasted residential growth.
8. The update to the NAT plan will allow the documentation of inventory and projections of the various links within the planning area. It will also reflect any adjustments of the community level of service directed by the RIF update.

We share your excitement for the opportunities you have in visioning into the next decade. Aspects of these study updates, as well as your fiscal resource base through the update of your park impact fee ordinance, will solidify a future strategy for the community's enjoyment.

Our approach is to provide the basic services required in fulfilling the IDNR's requirements for the Master Plan update along with the study for recreation impact fees, as well as the NAT Plan.

This strategic and master planning opportunity affords Noblesville Parks the opportunity to:

- ❖ Continue to fulfill the strategic intentions and priorities of the previous park and recreation master plan
- ❖ Confirm the organizational makeup of the City's staffing and resources to carry the mission forward
- ❖ Examine the potential for implementation of a new Recreation Impact Fee ordinance, thus establishing this fiscal resource allowing the City to maintain its level of park and recreation services with the expanding residential growth of Noblesville
- ❖ Plan for expansion and renovation of existing, as well as new, facility resources in the parks system and the NAT plan
- ❖ In essence...your goal of this planning effort is:
FULFILLING YOUR BASIC CORE COMPETENCIES WHILE EXPANDING ON YOUR VISION AND DIRECTION IN COMMUNITY SERVICE INTO THE NEXT DECADE COMPLETE WITH A FISCAL REVENUE SOURCE.

We look forward to this opportunity to partner with you in the visioning process of these unique projects. Should you have questions please feel free to contact us.

Sincerely,



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

/pgg



•• Proposal for Services – Recreation Impact Fee Study ••

Defining the Project (RIF Study)

The City of Noblesville, over the last several years, has experienced new growth through the promotion of quality of life to the citizens of Noblesville. It is anticipated that the future holds substantial residential growth forecasts by the City and the development community. The Parks Department carries a high standard of providing quality parks and open space, recreation programs and facilities for the use and enjoyment of the community. Noblesville is a destination point for many people, families and businesses to live, work and play.

With the increase in growth projections anticipated by the City the task of maintaining and expanding the recreation infrastructure will continue to be a challenge to fund and develop. The State of Indiana's State Code (IC #36-7-4-1300) permits municipalities to create a Recreation Infrastructure Impact Fee to shift part of the cost of new and expanded park facilities from the community at large to the new developments that are generating the need for those new and expanded facilities. Impact fees, however, cannot be used to finance improvements needed to overcome existing deficiencies in park facilities.


1. Recreation Impact Fees will be projected for a ten (10) year period. The impact fees may not be collected for more than five years without another review and update of the infrastructure improvement plan and related ordinance.
2. The City of Noblesville's parks five-year master plan will serve as a guide in the implementation of priorities and action goals. The Park Master Plan identifies recreation inventories, population projections and recreation standards. The Recreation Impact Fee Study will review current standards called for in the Park Master Plan. Through this study new recreation elements may be added to the standards (i.e. aquatics, trails and pathways, extreme sports, maintenance centers, etc.). The current five-year park master plan will be updated (as noted below as a work scope of this Agreement) to include the adjustments caused by this impact fee study.
3. The City desires to have a recreation impact fee study completed along with the Parks Five-Year Master Plan Update to better coordinate and implement this planning direction.
4. Similarly, the Noblesville Alternative Transportation Plan – Noblesville People Trails (NAT Plan) will also be updated as a part of this Agreement's work scope, bringing all three-study areas in sync with each other.

Professional Services (RIF Study)

• RECREATION INFRASTRUCTURE IMPACT FEES STUDY •


The RIF Update Study will follow the requirements of the State of Indiana's State Code (IC #36-7-4-1300) in conducting this update study. The general outline of the professional services provided is as follows:



1. The legislation stipulates that:
 - An Impact Fee Advisory Committee be appointed
 - An Impact Fee Zone be established
 - An Infrastructure Improvement plan be prepared
 - An Impact Fee Review Board be appointed and
 - An Impact Fee be determined
 2. The process of this study will perform the following steps:
 - Establish an Impact Fee Advisory Committee to assist the Consultant.
 - Define the Impact Zone (the area of which the impact fee will serve).
 - Update the current population of the impact zone and forecast 10-year projections based on trends, implementation of existing developments and projecting a 10-year development schedule based on land use/zoning. Also apply the same to the housing types and building permits history and related 10-year forecasts.
 - Update the current infrastructure inventory of recreation elements, facilities, etc. and determine the *current level of service*.
 - Review and update the recreation standards for elements and determine *community level of service*.
 - Based on the *community level of service*, calculate the current deficiencies, using the current population, and the future infrastructure needs based on ten (10) year population projections.
 - Determine the costs and funding strategies for current recreation deficiencies and future population needs.
 - Establish the Recreation Impact Fee for the City based on projected growth and community level of service. [RIF FORMULA: RECREATION IMPACT FEE = IMPACT COSTS (MINUS) NON-LOCAL REVENUES (MINUS) IMPACT DEDUCTIONS (DIVIDED) 10-YEAR NEW RESIDENTIAL BUILDING PERMITS].
 - Prepare a Zone Improvement Plan.
 - Assistance in the development of City RIF Ordinance.
 - Public Presentations with the Park Board, Plan Commission and City Council.
 - Recommendations to the Parks Board and the Plan Commission.
 - Ordinance for City Council's Review and Adoption.
 3. The state code requires that the Recreation Impact Fee Study process, its findings, recommendations and documentation be reviewed by a Professional Engineer. As per our discussions, it is anticipated that the City's Engineer will serve in this capacity.
 4. It should be noted that design and technical assistance provided by the Consultant would be conceptual and diagrammatic in nature in this phase of the study. It is the Consultant's intent to provide planning and process guidance and coordination along with the recommendations for master planning and development implementation of the Recreation Impact Fee ordinance. It is not the intent of the Consultant to prepare technical working drawings for construction purposes under this Agreement.
- 

Owner / City Responsibilities (RIF)

The **Owner/City** will be responsible for the following during the Project's Process:

1. Assemble members, following the guidelines of the State Code, to serve on the Recreation Impact Fee Advisory Committee to work with the Consultant.
 2. Provide site plans, aerial photographs, zoning plans, CAD formatted street plans, GIS plans, utility plans, anticipated development plans, etc. for the Consultant's use in preparing necessary base maps of all of the study areas.
 3. Collect the inventory of current recreation infrastructure within the Parks System and the recreation infrastructure that is not part of the park system but facilities that could have public access and could be considered part of the current level of service to the community.
 4. Information from previous years of development history including data on residential building permits for all residential types going back as far as 10 years.
 5. Share with the Consultant statistical information on the current and proposed/planned residential developments of the City and the forecasts of potential residential development areas projected to occur within and around the City.
 6. Copies of the City's Comprehensive Plan and Growth Strategies, City and County infrastructure plans, Development Corridor Plans, Zoning and Growth / Annexation Plans, previous five-year budgets for the Parks in particular the Capital Improvement activities. Along with the revenue and expenditure activities of the recreation impact fee account for the past ten year period.
 7. Arrange for and establish times and meeting locations for the Committee and Consultant.
 8. Existing development strategies carried forward, by the City, regarding the trails, pathways, development and planning, etc.
 9. Since the Consultant is not a legal advisor nor an attorney, the Owner/City will be responsible for any legal interpretation of State Code IC #36-7-4-1300 as it applies to the City of Noblesville in the study's formation and implementation of related recreation impact fee ordinance.
- 

•• Proposal for Services – NAT / Greenways Plan Update ••

Defining the Project (NAT)

The City will be, through this Agreement's work scope, completing its Recreation Impact Fee ordinance update as well as amending its Park and Recreation Master Plan update. As a part of these planning activities the City desires to update its Alternative Transportation and Greenways Master Plan.

By updating the NAT Plan along with the RIF and MPU the following will be realized:

- The planning components, community level of service, five-year plan of action, and related funding sources for those actions in these planning studies will be coordinated.

It is assumed the *Consultant* will work closely with the *Owner* and their representatives in the preparation of this project. This Agreement addresses responsibilities that Lehman & Lehman, Inc. can and will assume during the course of this project.

Professional Services (NAT)

Based on the above understanding of the project scope, the Consultant will provide the following professional services:

UPDATE TO THE NOBLESVILLE ALTERNATIVE TRANSPORTATION (NAT) MASTER PLAN

- PLAN DOCUMENTATION – The findings and recommendations that were determined as part of the Recreation Impact Fee study, the current NAT Plan documents and the Master Plan Update will be used as the baseline for amending the NAT / Greenways plan.
- UPDATE – The updated NAT plan will address and include the following:
 - Introduction and narrative on the reason for this document
 - Population forecast update
 - Facility / Site Inventory update
 - Incorporate the park and recreation and public services related to the Park Department as noted in the City's comprehensive plan directives:
 - Work with the City Departments (Planning, Public Works, Engineering, etc.) in the coordination of the NAT Plan Update with "All Model" Streets policy, ordinance or referendum
 - Work with the Owner and City Departments in the development of a prioritization schedule and implementation plan for the current bicycle/pedestrian trails identified in the NAT Plan and identify funding opportunities to pursue.
 - Study ways to improve connectivity between existing neighborhoods, existing and proposed trails, and destinations such as commercial areas and schools with improved pedestrian facilities such as sidewalks, multi-use facilities and connector paths.
 - Update the existing thoroughfare plan to include prioritized projects from NAT Plan, identified connectors, and reflection of the "all modes" street guidelines and standards.

- Particular priority will include planning and completing development / construction of the City of Noblesville's identified priority projects over the course of the next five year period.
 - Explore stronger connections between the downtown and the west side of the river via increased pedestrian and bicycle amenities and a wayfinding and beautification program.
 - Study Riverwalk / Riverfront connectivity within the downtown.
 - Develop a bicycle and pedestrian safety program for residents to improve awareness and the correct use of new facilities proposed in the NAT System Plan.
 - Develop an enhanced coordination with the City Departments in order to obtain a "Bicycle Friendly Community" status from the League of American Bicyclists.
 - Update the signage and wayfinding systems related to the NAT system
 - Update the Community Level of Service for the park and recreation components
 - Adjust current deficiencies and future needs (both five years and ten years forecasts)
 - Document the public meetings and planning work sessions of the NAT / Greenways Planning
 - Update plan documentation of the various trails and amenities of the NAT / Greenways plan
 - Presentation and Approvals by the Park Board and Plan Commission/City Council adopting this NAT / Greenway Master Plan Update
 - Other items as requested by the Owner
- OWNER WORKING MEETINGS AND PRESENTATIONS – The Consultant, as part of the basic services, has factored in up to five (5) meetings with the Owner to review the drafts of the update plan. In addition the Consultant will include one (1) meeting with each the Park Board, Plan Commission and City Council to present this NAT / Greenway Master Plan documentation.
 - CITY APPROVAL – The Consultant will process with City Agencies (Park Board, Plan Commission and City Council) this Plan documentation for their review and approval.

FINAL NAT PLAN DOCUMENTATION – The Consultant will provide the Owner with a PDF digital copy for duplication purposes.



•• Proposal for Services – Park Master Plan Update ••

Defining the Project (MPU)

The City will be, through this Agreement's work scope, completing its Recreation Impact Fee ordinance update as well as amending its NAT / Greenways Master Plan update. As a part of these planning activities the City desires to update its Parks and Recreation Five Year Master Plan, as well.

As a course of discussions during the RIF study there may be several planning components from the existing five year plan that will be included and/or modified. These include population forecasts, park, facilities and greenway inventory, recreation standards (community level of service), action item priorities and related schedules, etc. that may result in differing information between the various planning tracks.

Since both the RIF and MPU planning projects require an update every five years this proposal / agreement will produce a Park and Recreation Five-Year Master Plan update that will accomplish the following:

- Update the Park and Recreation Five-Year Plan to match the planning components, community level of service, five-year plan of action, and related funding sources for those actions.
- With Indiana Department of Natural Resources' (IDNR) approval of this plan update it will adjust the five year period of the five year plan to be 2019 to 2023 and will be in sync with the recreation impact fee ordinance planning schedule.

Prior to this Agreement the Owner had commissioned the Landscape Architect to conduct initial interviews with both the Park Department's staff and the City's Administration and Communities Leadership regarding their insights and vision of Noblesville Parks now and into the future. This feedback will be incorporated into the strategies and actions for the Five-Year Master Plan.


It is assumed the *Consultant* will work closely with the *Owner* and their representatives in the preparation of this project. This Agreement addresses responsibilities that Lehman & Lehman, Inc. can and will assume during the course of this project.

Professional Services (MPU)

Based on the above understanding of the project scope, the Consultant will provide the following professional services:

UPDATE TO THE FIVE-YEAR PARK AND RECREATION MASTER PLAN

- PLAN DOCUMENTATION – The findings and recommendations that were determined part of the Recreation Impact Fee study will be used as the baseline for amending the five-year master plan.
- UPDATE – The Update Study will address and include the following:
 - Introduction and narrative on the reason for this update document
 - Population forecast update
 - Facility / Site Inventory update

- Conduct a public survey requesting insight of needs from the Noblesville community residents
 - Update the Community Level of Service for the park and recreation components
 - Adjustments to current deficiencies and future needs (both five years and ten years forecasts)
 - Incorporate the park and recreation and public services related to the Park Department as noted in the City's comprehensive plan directives of both current and past:
 - Address the potential for increased use of flood plain for public recreational use and green space adjacent to the White River.
 - Continue planning and development for both Finch Creek Park and Hague Road Nature Havens Park and the continuation of implementation of their plans.
 - Continue planning and development for the proposed new developments in Forest Park that include Nickel Plate Express Railway Station and its connections into the Downtown, Carrousel Corner Venues and trail connectivity between Federal Hill Commons and Forest Park.
 - Continue to explore, strengthen and expand the partnerships and collaborations with various community groups that form strong synergies of expanding common missions particularly with the culture and arts venues.
 - Explore stronger connections and Strategic Partnerships with the Schools to recognize school playgrounds as neighborhood park facilities.
 - Maintain a five-year parks master plan that will serve as a guide in capital planning and strategies of implementation.
 - Incorporate the plans and strategies of a Riverfront Master Plan / Riverfront Recreational Plan to address underutilized opportunities and growing recreational needs along the City's riverfront and other public spaces of the City.
 - Develop an implementation strategy for Universal Design standards into park facilities and capital projects.
 - Improve and expand upon interpretive stations and facilities to better utilize parks as learning spaces (Nature Havens concept).
 - Explore expanding and refining park programming in better serving the community. Study potential strategic partners in providing this service.
 - Establish Priorities and Action Plan for the next five-year period of the Plan
 - Resolution by the Park Board adopting this Master Plan Update (via this amendment)
 - Other items as requested by IDNR
- OWNER WORKING MEETINGS AND PRESENTATIONS – The Consultant, as part of the basic services, has factored in four (4) meetings with the Owner to review drafts of the update plan. In addition, the Consultant will include one (1) meeting with the both the Park Board and City Council to present the Master Plan Update documentation.
 - IDNR APPROVAL – The Consultant will process with IDNR this Master Plan Update documentation for their review and approval. With that approval the Park Board will sign a new resolution adopting this Master Plan Update.
- 

- FINAL MASTER PLAN UPDATE DOCUMENTATION – The Consultant will provide the Owner with a PDF digital copy for duplication purposes.

Owner / City Responsibilities (MPU and NAT)

The **Owner/City** will be responsible for the following during the Project's Process:

- Assemble community members to serve on the Master Plan Update Committee to work with the Consultant.
- Provide site plans, aerial photographs, zoning plans, CAD formatted park site plans, GIS plans, etc. for the Consultant's use in preparing necessary base maps of the study areas.
- Share with the Consultant the anticipated 5-10 year action items of the Parks.
- Arrange for and establish times and meeting locations for the Committee and Consultant.
- Provide existing park development strategies carried forward, by the City, regarding the trails, pathways, park development and planning, etc.
- Provide current inventory of NAT trails segments along with the GIS database on the maintenance and management values and implementation schedules.
- Provide the Consultant with access to the mapping and GIS information for update and planning activities.

Tentative Time Schedule

A final project schedule will be completed upon Proposal/Agreement approval. The *Consultant* will work with the *Owner* on their project schedule and milestones, etc. It is anticipated that the Project Schedules for the MPU and NAT projects will follow that defined by the RIF Project Schedule, anticipated to be completed between 6-9 months from the time of beginning.

Professional Fee (RIF, NAT and MPU)

■ **Study for Recreation Impact Fees Update**

Services for this Project (described above) will be on a Lump Sum plus Expense Basis. Note that duplication expense will be in addition to the fee quoted below. The Agreement between the City of Noblesville and Lehman & Lehman, Inc. for the Recreation Impact Fees Study will be a Not to Exceed Fee plus Expenses of:
Twenty Seven Thousand Dollars ----- \$27,000

■ **NAT / Greenways Master Plan Update**

Services for this Project (described above) will be on a Lump Sum plus Expense Basis. Note that duplication expense will be in addition to the fee quoted below. The Agreement between the City of Noblesville and Lehman & Lehman, Inc. for the Greenways (NAT) Master Plan Update will be a Not to Exceed Fee plus Expenses of:
Twenty Four Thousand Dollars ----- \$24,000

■ **Park and Recreation Five-Year Master Plan Update**

Services for this Project (described above) will be on a Lump Sum plus Expense Basis. Note that duplication expense will be in addition to the fee quoted below. The Agreement between the City of Noblesville and Lehman & Lehman, Inc. for the Park Master Plan Update will be a Not to Exceed Fee plus Expenses of:
Thirty One Thousand Dollars ----- \$31,000

■ **Reimbursable Expenses (All Three Studies)**

NORMAL PROJECT REIMBURSABLE EXPENSES are in addition to the base fee and consist of normal project related business costs, including printing/reproduction, shipping charges, travel, etc.; and are invoiced at 1.15 times the costs. It is anticipated that reimbursable expenses should **not exceed \$3,000**.

FINAL DOCUMENTATION PRINTING – The Consultant will provide the Owner the final documentation of all three studies in a .PDF format for the Owner’s printing use.

Agreement Conditions (RIF, NAT, MPU)

1) **SITE VISITS AND MEETINGS**

- a) Fees include the meetings and visits noted above for the RIF, NAT and the Master Plan Update studies. Additional meetings or tasks not included in the scope of services shall be compensated at our current hourly professional rates.


2) **CONSULTANTS’ HOURLY RATES**

- a) If additional services or consultation is required for this project, they will be provided at the current hourly rates (only after receiving prior approval from the Owner).

3) INVOICING

- a) Lehman & Lehman, Inc. will invoice professional fees bi-monthly on a percent-completed basis throughout the project. Payment is due upon receipt of invoice. Invoices not paid within thirty (30) days will be charged interest at the rate of one and one-half percent (1-1/2%) per month and work will be stopped until payment is made in full.

4) TERM OF CONTRACT

- a) This contract is effective for ten (10) Months (January 2019 — October 2019) and may be terminated by either party following 30 days notice. In the event all or any portion of the work prepared or partially prepared by the Consultant be suspended, abandoned, or terminated, the Client shall pay the Consultant for all fees, charges, and services provided for the Project, not to exceed any contract limit specified herein. NOTICE OF TERMINATION SHALL BE IN WRITING.
 - b) All original papers, documents, CADD files are instruments of service in respect of the Project and copies thereof, produced as a result of this contract, except documents which are required to be filed with public agencies, shall remain the property of the Consultant. Owner may make and retain copies for informational reference of the Project, but not for reuse on extensions or other projects. The Client agrees to waive all claims against the Consultant resulting in any way from any unauthorized changes or re-use of CADD drawings, and/or data for any other project by anyone other than the Consultant.
 - c) Services provided within this Agreement are for the exclusive use of the Client for the Project only.
 - d) The Owner agrees that once the project proceeds into the next stages of implementation that the Consultant will be given the opportunity to provide professional services in the next phase.
 - e) The Consultant makes no representation concerning the estimated quantities and cost figures made in connection with maps, plans, specifications, or drawings other than that all such figures are estimates only and the Consultant shall not be responsible for fluctuations in cost factors.
 - f) Key team members assigned to this Project:
 - i) Charles F. Lehman, ASLA, PLA, FRSA – Principal In Charge
 - ii) Michael J. Bultinck, PLA – Project Manager
 - iii) Pam Guild – Executive Assistant
 - iv) Other Staff and sub consultants will provide support services
 - g) The Consultant's primary contact person representing the Owner will be Brandon Bennett, Noblesville Parks Director.
 - i) The Owner agrees that any published photos or descriptions of the project, which include reference to the Noblesville Recreation Impact Fee, Master Plan Update and the NAT Plan, shall include Lehman & Lehman, Inc. as the Consultants.
- 

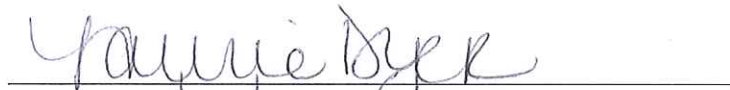
Your signature below will indicate your approval of this LETTER OF AGREEMENT along with the terms and conditions stated herein. Please return one (1) signed copy to our office and retain the other copy for your records. An AIA STANDARD FORM OF AGREEMENT may be prepared in accordance with the above work scope. Your acceptance will serve as our notice to proceed. We appreciate this opportunity to be of service to you and look forward to strengthening our relationship with the City of Noblesville and Noblesville Parks and Recreation. We value you as a client and will strive, with you, to meet your goals. We look forward to working with you on your project.

Respectfully,

Approved by:
CITY OF NOBLESVILLE



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



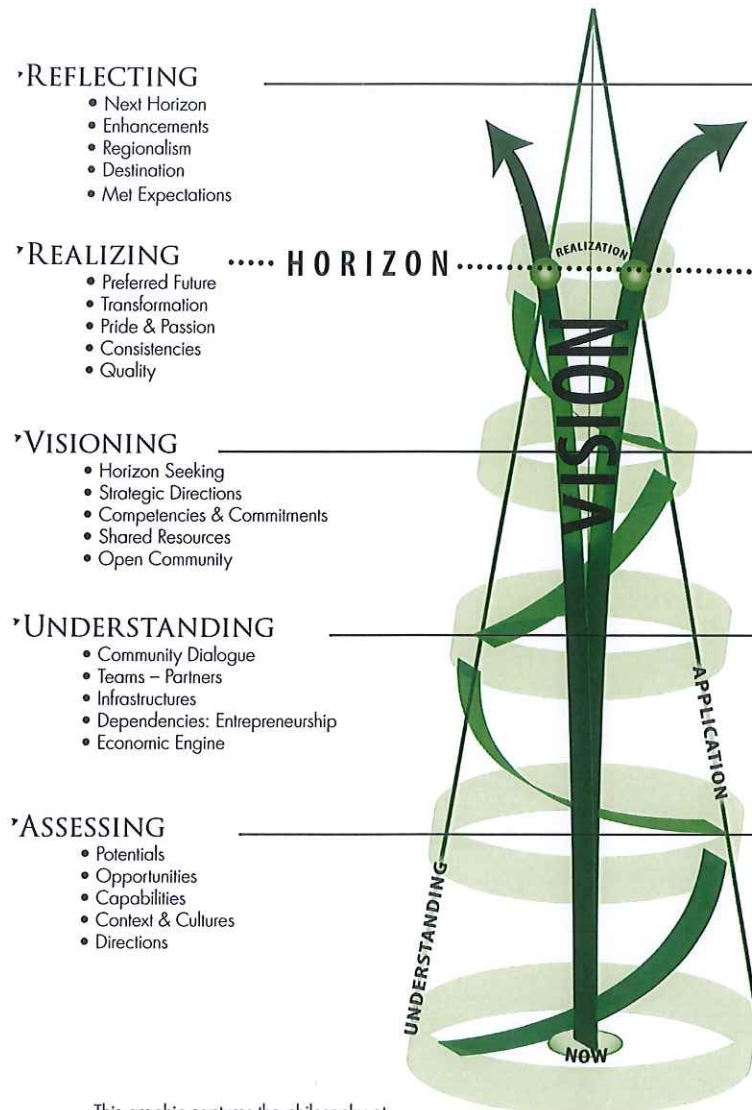
Date: 1/9/19

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Appendix – Envisionment Model® Copyright © 2019 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-Consultant 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-consultants 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.



LEHMAN & LEHMAN
Transforming Horizons

January 3, 2019

Letter of Proposal/Agreement

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

Attn: Brandon Bennett, Director

Reference: Professional Services in Connection with 2019 General Assistance and Consultation to Noblesville Department of Parks and Recreation.

Dear Brandon:

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

Services or Approach Provided by Lehman & Lehman, Inc.

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

Responsibilities of the Client

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

Professional Fee and Payment

Lehman & Lehman proposes to provide the above services on a time and expense basis not to exceed \$25,000 over the next twelve months (January 2019 to December 2019). Once a more clearly defined work scope has been established on a project basis we can submit a stand alone Agreement for that project.

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

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

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

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

Rates shall be adjusted annually to reflect changes in salaries.

Reimbursable Expenses:

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

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

TERM OF AGREEMENT: THIS AGREEMENT IS EFFECTIVE FOR TWELVE (12) MONTHS (JANUARY, 2019-DECEMBER, 2019) AND MAY BE TERMINATED BY EITHER PARTY FOLLOWING 30 DAYS NOTICE.

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

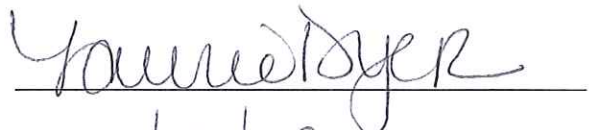
Respectfully Submitted,



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

APPROVED:

NOBLESVILLE PARKS AND RECREATION BOARD



Date: 1/9/19

/pgg

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





LEHMAN & LEHMAN

Transforming Horizons

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

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