



Noblesville Park Board Meeting
Wednesday, February 6, 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 January 9, 2019 Board Meeting

Financial

1. Approval of Claims – February 12 & 26, 2019
2. Transfers and Appropriations

Reports

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

Old Business

1. Board to hear update about Noblesville Parks Retreat
2. Board to hear update about Forest Park Inn renovation
3. Board to hear update about Finch Creek Park Construction –Change Order #4

New Business

1. Board to consider contract for Graphic Designer
2. Board to consider declaration of surplus equipment
3. Board to consider service agreement with TeeSnap for Carousel Corner operation
4. Board to consider MOU with ParksRX America
5. Board to consider advertising for bids for Seminary Park Renovation

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

Upcoming Events

February 23: Prevail Bowl-A-Thon

Tabled item: Board to consider amendment to golf budget



Noblesville Parks and Recreation Board Minutes January 9, 2018

MEMBERS PRESENT: Scott Noel, Laurie Dyer, Todd Thurston, Carl Johnson

OTHERS PRESENT: Brandon Bennett, Director; Gary Deakayne, Director of Golf, Abigail Hash, Board Secretary; Nichole Haberlin, Director of Recreation; Rick Taylor, City Council; Greg O'Conner, City Council

CALL TO ORDER: Meeting was called to order by Laurie Dyer at 6:00pm. Mr. Johnson seconded, the motion was approved unanimously.

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

APPROVAL OF MINUTES of November 30, 2018. Mrs. Dyer asked for the approval of November 30, 2018 minutes. Mr. Noel moved to approve the minutes for the November 30, 2018 Board meeting as presented and Mr. Johnson seconded this motion, the motion passed unanimously.

2019 Board Organization

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

Todd Thurston we over the appointments for 2019 year, Laurie Dyer, President; Todd Thurston, Vice President; Abbey Hash, Secretary; Scott Noel, Appointment to Noblesville Plan Commission. Mrs. Dyer motioned to have the 2019 Board Organization passed. Todd Thurston seconded, the motion passed unanimously.

FINANCIAL:

1. **Approval of Claims for January 15 & 29**

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

2. **Transfers and Appropriations:** None

Reports

1. Recreation Report

a. Nichole Haberlin gave the Recreation Report (see attached). This was the first year that we had four buses going to Chicago, so it was a very successful outing with more people interested for next year. We had our first indoor concert with Edward Zlaty, we received 15% of the ticket sales which is money we were not expecting. Our net so far in this year season is around 29 thousand. Pickle ball is up and we added two more times at Ivy Tech, this is because some of the groups are getting too competitive for people that are just starting out. The Rec team and Ivy Tech is having a great start to the year.

2. Director of Golf Report

- a. Gary Deakyne gave the Golf Report, see attached. The month of November we were up \$24,000 due to all of our sales. We didn't rest after the black Friday sale, we came back with a "in case you missed the black Friday sale", offering 5% off passes. We sold two high price packages to two people that have not purchased a pass before. We did most of our sales in November, but did also do better in December than we did in 2017. We are excited for 2019, getting some of our ordering done already and looking forward to the PGA show on the 23-25 of January in Orlando.

3. Assistant Director Report

- a. Nichole Haberlin gave the Assistant Director Report in place of Mike Hoffmeister who is currently in Baltimore for his role in the National Recreation & Parks Association. We have a lot of movement going on in staff hiring. We currently have received over 150 applications for our four job openings in the Park Maintenance Division. Staff have reviewed the applications and have started testing this week and should complete it next week. We plan to interview candidates starting the week of January 21 and 28. The Assistant Golf Superintendent position remains open. Curt plans to post the position in other areas that will be seen by golf professionals. We have official closed the Federal Hill Commons Holiday Events. The Ice Plaza's final day was on January 7, 2019. Staff participated in a post-season recap meeting on Tuesday, January 8 and discussed ways that we can improve and make it even better. As of Monday, January 7 (when this packet was created) we have brought in \$80,839 in revenues. The Christmas cottage was open Friday's, Saturday's and Sunday's from November 30 through December 23. We had a number of volunteers step up to assist with the management of the cottage open hours, including a number of city employees as well as the Noblesville Mid-Day Rotary Club. The Christmas Cottage saw approximately 1,100 visitors. Please let me know if you'd like to participate in the Prevail Bowl-A-Thon on February. 23, 2019. The event is from 12p-3p at Three-Two Fun (previously Bowl 32). Parks plans to put four teams in (20 bowlers). We currently have 11 bowlers committed. We've inviting Parks staff, Park Board and Park Foundation Board members. Finally we have our Department retreat on January 15, 2019. Chuck Lehman and Brandon Bennett will discuss this further.

OLD BUSINESS

1. Board to Award Contract for Forest Park Inn remodel project

- a. Mr. Brandon Bennett presented the contract. The bids came back on Friday, with the original budget that was approved was \$200,000. The bid came through under that amount by Fredrick's Construction. The does leave us a little short with the bid so close to the budgeted amount. There may not be enough money to purchase the office furniture that will be needed. We will be working with Fredrick's to try to get some of the prices down, but will most likely come back to the board with a change order to pull some money from some other fund to help cover the remaining cost. Mr. Thurston motioned to approve the contract to Fredrick's Construction, Mr. Johnson seconded. The motion was passed unanimously. The date of when the work will start is depending on the weather. The office staff will be relocating to City Hall in the Planning Department.

2. Board to consider amendment to 2019 Golf Budget

- a. Mr. Bennett informed us that there may or may not be changes to the 2019 Golf Budget due to the possibility of us not using Enterprise for the lease of trucks. Mr. Bennett asked for this amendment to be tabled while further research was performed. Mr. Thurston made the motion to table the amendment to the 2019 Golf Budget, Mr. Noel seconded.

NEW BUSINESS


1. Board to consider distribution of golf revenues.
 - a. 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. Mr. Thurston motioned to have 100% of golf revenues be distributed into the 110-021, Mr. Johnson seconded, the motion was approved unanimously.
2. Board to consider lease with Noblesville United Soccer Club
 - a. Mr. Bennett presented the lease to the Board. Parks staff including Mr. Bennett and Mr. Hoffmeister sat down with NUSC. The Parks Department has 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. We met with the NUSC board members and operators to ensure a consistent maintenance plan is practiced. Parks staff will complete mowing, aerification & fertilization (paid for by NUSC), watering and lining the fields as well as maintaining the parking lots and islands. NUSC board president Norm Williams plans to be in attendance at the February 6th Park Board meeting to present their annual review for 2018. We are also requesting that they start coming to the board so they can start giving reports. Mr. Noel motioned to approve the lease with Noblesville United Soccer Club, Mr. Thurston seconded, the motion passed unanimously.
3. Board to consider pricing proposal for Carousel and Tom Thumb Putt-Putt
 - a. Mr. Bennett spoke about how we have had a number of contractors for many years managing the Carousel, Tom Thumb Putt-Putt and Concession area. This year the Recreation division will be taking it over to bring in more revenue. Nichole Haberlin presented the improvements and changes that will be made (see attached). The Recreation team wants to do is set pricing today and keep our current pricing in putt-putt, and carousel single rides. We would also like to introduce bracelets and include the pool as well. The team is also hoping to reintroduce birthday party packages. When the Carousel area is not busy the staff will also start a concierge service where they can travel through the park and assist current rentals. The area will also have the ability to rent out equipment such as bocce balls, tennis rackets, horse shoes, etc. There will be the hiring of two new part time staff members, these hiring's were in the approved 2019 budget. All additional purchases to get this going were approved in the 2019 budget. Mr. Thurston motioned to approve the pricing proposal for the Carousel and Tom Thumb Putt-Putt, Mr. Johnson seconded, the motion was passed unanimously.
4. Board to consider contract with Indy Trolley for 2019 service dates
 - a. Mr. Bennett presented the contract with Indy Trolley for the 2019 service dates. The cost of the Trolley's was approved as part of the 2019 budget, these are the dates that we have solidified for the concerts at Federal Hill Commons. This contract came in under what was budgeted, which is a great place to start. The trolleys were utilized last year and we think with all of the plans we have for this upcoming season, as well as the construction on the bridge, we think this is going to be a great benefit. Mr. Thurston motioned to approve the contract with Indy Trolley for 2019 service dates, Mr. Johnson seconded, and the motion was approved unanimously.
5. Board to consider contracts with Lehman & Lehman for Master Plan, Impact Fee Plan and Alternative Transportation Plan.
 - a. Mr. Bennett presented the following contracts. 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: Contract for completion of Master Plan, Recreation Impact Fee Plan and Alternative Transportation Plan and the Contract for General Services. Chuck Lehman has been doing these for us for the past 25 years, he knows us, what we are doing, and our community. What this means for you is we will be forming a couple of groups. Impact fee study group will need to be created as well as more meetings that will need to be set up. We will also be having Engineering involved do to the development of the trails. We are also looking to change the format to make it more checkable chunks. All of the rates are comparable to what we paid for this four years ago. Mr. Thurston made the motion to approve both contracts presented, Mr. Noel seconded, the motion passed unanimously.

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 6:51pm.

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


Abigail P. Hash, Secretary


Laurie Dyer President

Installed by the CITY OF NOBLESVILLE-2013
Accounts Payable Register

DATE FILED	APV #	NAME OF PAYEE	PO #	APPROP #	APPROPRIATION	DESCRIPTION	AMOUNT	CHECK #	DATE	MEMORANDUM
02/13/2019	187245	OFFICE 360		101024210.100	ENGINEER - OFFICE SUPP	1250605	3.45		//	
02/13/2019	187244	STAR MEDIA		101024323.900	ENGINEER - ADVERT CHRG-OTH	3350970	219.58		//	
02/13/2019	187246	SEILER INSTRUMENT & MFG CO INC		101024314.100	ENGINEER - SOFTWR LICENS & MAINT AGRMNTS	INV-371862	654.00		//	
02/13/2019	187241	EASTERN ENGINEERING SUPPLY		101024211.100	ENGINEER - STATIONARY/PRINT PAPER	970844	190.48		//	
SubTotal Department 024							1378.76			
SubTotal Fund 101							184695.24			
**Fund 103 DEFER										
**Department 007 COURT										
02/13/2019	187088	CAVE AND COMPANY PRINTING		108007211.100	COURT - STATIONARY/PRINT PAPER	19941	487.17		//	
SubTotal Department 007							487.17			
SubTotal Fund 103							487.17			
**Fund 108 PARKS										
**Department 020 PRKS/MAINT&ADMIN										
02/13/2019	187084	REYNOLDS FARM EQUIPMENT		108020223.200	PRKS/MAINT&ADMI - EQUIPT REPAIR PARTS	P32850	61.72		//	
02/13/2019	187274	TAYLORED SYSTEMS INC		108020314.100	PRKS/MAINT&ADMI - SOFTWR LICENS & MAINT AG	073697	69.14		//	
02/13/2019	187274	TAYLORED SYSTEMS INC		108020314.100	PRKS/MAINT&ADMI - SOFTWR LICENS & MAINT AG	073696	41.96		//	
02/13/2019	187284	CAVE AND COMPANY PRINTING		108020390.100	PRKS/MAINT&ADMI - OTH SERV & CHRGS	19947	1684.35		//	
02/13/2019	187278	RIVERVIEW HEALTH		108020315.100	PRKS/MAINT&ADMI - MED SERV	14704	65.00		//	
02/13/2019	187085	VERMEER OF INDIANA INC		108020449.100	PRKS/MAINT&ADMI - OTH OPER EQUIPT	E03545	19208.96		//	
02/13/2019	187283	BRANDON BENNETT		108020221.100	PRKS/MAINT&ADMI - VEHICLE FUEL	MILEAGE REIMBURSEMENT	414.80		//	
02/13/2019	187298	PLYMATES IMAGE MATS		108020351.100	PRKS/MAINT&ADMI - FACILITY MAINT SERV	2811441	62.11		//	
02/13/2019	187298	PLYMATES IMAGE MATS		108020351.100	PRKS/MAINT&ADMI -	2811440	55.40		//	

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DATE FILED	APV #	NAME OF PAYEE	PO #	APPROP #	APPROPRIATION	DESCRIPTION	AMOUNT	CHECK #	DATE	MEMORANDUM
02/13/2019	187295	GRAINGER INC		108020224.100	FACILITY MAINT SERV PRKS/MAINT&ADMI - HSEKEEPING SUPP	9051454057	855.20	//		
02/13/2019	187295	GRAINGER INC		108020220.100	PRKS/MAINT&ADMI - GEN OPER SUPP	9048381652	27.78	//		
02/13/2019	187302	NAPA AUTO PARTS		108020222.100	PRKS/MAINT&ADMI - VEH MAINT SUPP	166590	31.36	//		
02/13/2019	187302	NAPA AUTO PARTS		108020222.100	PRKS/MAINT&ADMI - VEH MAINT SUPP	166566	13.56	//		
02/13/2019	187304	PETERSON ARCHITECTURE		108020424.100	PRKS/MAINT&ADMI - BLDG/STRUC IMPROV	01	13752.77	//		
02/13/2019	187282	WINTERLAND INC		108020390.100	PRKS/MAINT&ADMI - OTH SERV & CHRGS	6863	3775.00	//		
02/13/2019	187287	MENARDS		108020220.100	PRKS/MAINT&ADMI - GEN OPER SUPP	65747	234.73	//		
02/13/2019	187063	MENARDS		108020220.100	PRKS/MAINT&ADMI - GEN OPER SUPP	65676	223.56	//		
02/13/2019	187288	FREDERICKS INC		108020351.100	PRKS/MAINT&ADMI - FACILITY MAINT SERV	8058-19	253.46	//		
02/13/2019	187287	HINCKLEY SPRINGS		108020365.200	PRKS/MAINT&ADMI - EQUIPT RENT CHRGS	668425815007077	9.98	//		
02/13/2019	187098	KAREN DUNCAN		108020050.000	PRKS/MAINT&ADMI - DEPOSIT RELEASE	2	200.00	//		
02/13/2019	187296	HARE TRUCK CENTER		108020363.100	PRKS/MAINT&ADMI - VEH MAINT SERV	228458	47.52	//		
02/13/2019	187095	TERI RUSSELL		108020050.000	PRKS/MAINT&ADMI - DEPOSIT RELEASE	2001156.002	64.20	//		
02/13/2019	187086	THE INDIANAPOLIS STAR		108020322.200	PRKS/MAINT&ADMI - SUBSCRIPTIONS	0002188641	516.82	//		
02/13/2019	187276	VALERIE CLYMER		108020050.000	PRKS/MAINT&ADMI - DEPOSIT RELEASE	2001163.002	200.00	//		
02/13/2019	187294	CERES SOLUTIONS COOPERATIVE INC		108020221.100	PRKS/MAINT&ADMI - VEHICLE FUEL	9839	45.38	//		
02/13/2019	187294	CERES SOLUTIONS COOPERATIVE INC		108020221.200	PRKS/MAINT&ADMI - EQUIPT FUEL	1533068	599.83	//		
02/13/2019	187294	CERES SOLUTIONS COOPERATIVE INC		108020221.100	PRKS/MAINT&ADMI - VEHICLE FUEL	1532951	1195.19	//		
02/13/2019	187285	BRITTANY FOUST		108020050.000	PRKS/MAINT&ADMI - DEPOSIT RELEASE	2001160.002	200.00	//		

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DATE FILED	APV #	NAME OF PAYEE	PO #	APPROP #	APPROPRIATION	DESCRIPTION	AMOUNT	CHECK #	MEMORANDUM
02/13/2019	187094	SADIE MCCLAIN		108020050.000	PRKS/MAINT&ADMI - DEPOSIT RELEASE	2001155.002	400.00	/ /	
02/13/2019	187103	SAMEER DESAI		108020050.000	PRKS/MAINT&ADMI - DEPOSIT RELEASE	2001153.002	200.00	/ /	
02/13/2019	187103	SAMEER DESAI		108020050.000	PRKS/MAINT&ADMI - DEPOSIT RELEASE	2001154.002	615.25	/ /	
02/13/2019	187096	TOWARD ZERO		108020050.000	PRKS/MAINT&ADMI - DEPOSIT RELEASE	2001157.002	200.00	/ /	
02/13/2019	187104	LILY DEW		108020050.000	PRKS/MAINT&ADMI - DEPOSIT RELEASE	2001159.002	144.45	/ /	
02/13/2019	187104	LILY DEW		108020050.000	PRKS/MAINT&ADMI - DEPOSIT RELEASE	2001158.002	200.00	/ /	
02/13/2019	187275	ERICA SWEET		108020050.000	PRKS/MAINT&ADMI - DEPOSIT RELEASE	2001162.002	400.00	/ /	
SubTotal Department 020							46129.88		
SubTotal Fund 108							46129.88		
**Fund 109 PARKS CAP									
**Department 000 NON DEPT									
02/13/2019	187289	RECREATION UNLIMITED		109000390.100	PARKS - NON DEPT - OTH SERV & CHRGS	29754	500.00	/ /	
SubTotal Department 000							500.00		
SubTotal Fund 109							500.00		
**Fund 110 PARKS PRGMS									
**Department 021 PRKS/GOLF									
02/13/2019	187281	REYNOLDS FARM EQUIPMENT		110021223.200	PRKS/GOLF - EQUIPT REPAIR PARTS	P33325	176.70	/ /	
02/13/2019	187281	REYNOLDS FARM EQUIPMENT		110021223.200	PRKS/GOLF - EQUIPT REPAIR PARTS	W95443	60.00	/ /	
02/13/2019	187281	REYNOLDS FARM EQUIPMENT		110021223.200	PRKS/GOLF - EQUIPT REPAIR PARTS	P34843	269.20	/ /	
02/13/2019	187301	LOWES CREDIT SERVICES		110021225.100	PRKS/GOLF - BLDG MAINT SUPP	01461	16.97	/ /	
02/13/2019	187286	CURT BRISCO		110021332.900	PRKS/GOLF - TRANSPO-OTH	MILEAGE REIMBURSEMENT	27.84	/ /	
02/13/2019	187279	GARY DEAKYNE INC		110021390.100	PRKS/GOLF - OTH SERV & CONTRACT		2260.00	/ /	

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Accounts Payable Register

DATE FILED	APV #	NAME OF PAYEE	PO #	APPROP #	APPROPRIATION	DESCRIPTION	AMOUNT	CHECK #	MEMORANDUM
02/13/2019	187302	NAPA AUTO PARTS		110021223.200	PRKS/GOLF - EQUIPT REPAIR PARTS	167450	15.73	/ /	
02/13/2019	187302	NAPA AUTO PARTS		110021222.100	PRKS/GOLF - VEH MAINT SUPP	167571	37.12	/ /	
02/13/2019	187097	NOBLESVILLE ACE HARDWARE		110021223.200	PRKS/GOLF - EQUIPT REPAIR PARTS	1901-010250	11.98	/ /	
02/13/2019	187273	NOBLESVILLE ACE HARDWARE		110021224.100	PRKS/GOLF - HSEKEEPING SUPP	1901-012260	12.39	/ /	
02/13/2019	187247	BATTERIES PLUS BULBS		110021223.200	PRKS/GOLF - EQUIPT REPAIR PARTS	P-10858532	96.49	/ /	
SubTotal Department 021							2984.42		
**Department 022 PRKS/REC									
02/13/2019	187087	PRO-SOUND ENTERTAINMENT INC		110022390.100	PRKS/REC - OTH SERV & CHRG	FATHER DAUGHTER DANCE	250.00	/ /	
02/13/2019	187280	DIANA MILLER		110022390.100	PRKS/REC - OTH SERV & CHRG	4	390.00	/ /	
02/13/2019	187082	MILL TOP BANQUET AND CONFERENCE CENTER		110022390.100	PRKS/REC - OTH SERV & CHRG	23079	1000.00	/ /	
SubTotal Department 022							1640.00		
SubTotal Fund 110							4624.42		
**Fund 140 PROMO									
**Department 005 FIRE									
02/13/2019	187299	NOBLESVILLE TROPHIES		140005993.100	FIRE - EMP RECOG CHRG	51349	62.50	/ /	
SubTotal Department 005							62.50		
**Department 020 PRKS/MAINT&ADMIN									
02/13/2019	187277	IMAVEX LLC		140020394.100	PRKS/MAINT&ADMIN - PROMO NOVLT & MATLS	2484CD	50.00	/ /	
SubTotal Department 020							50.00		
SubTotal Fund 140							112.50		
**Fund 150 FINCH CRK CONST									

Accounts Payable Register

DATE FILED	APV #	NAME OF PAYEE	PO #	APPROP #	APPROPRIATION	DESCRIPTION	AMOUNT	CHECK #	MEMORANDUM
**Department 023 PRKS/IMPROV&REHAB									
02/13/2019	187292	CRIDER & CRIDER INC		150023424.100	PRKS/IMPROV&REH - BLDG/STRUC IMPROV	3	6505.85	11	
02/13/2019	187292	CRIDER & CRIDER INC		150023424.100	PRKS/IMPROV&REH - BLDG/STRUC IMPROV	4	29257.89	11	
SubTotal Department 023							35763.74		
SubTotal Fund 150							35763.74		
**Fund 199 ROAD IMPACT									
**Department 026 STR/IMPROV&REHAB									
02/13/2019	187242	EDGAR E WOODRUM		199026411.100	STR/IMPROV&REHA - RIGHT OF WAY-LAND	2018 NOBLESVILLE LAND ACQUISITION PROJECT	34481.97	11	
02/13/2019	187243	HAMILTON COUNTY TREASURER		199026411.100	STR/IMPROV&REHA - RIGHT OF WAY-LAND	PARCEL #29-19-02-000-035.101.013	2333.03	11	
SubTotal Department 026							36865.00		
SubTotal Fund 199							36865.00		
**Fund 201 DS/BLDG REF BONDS 2014									
**Department 005 FIRE									
02/13/2019	187092	THE BANK OF NEW YORK MELLON		201005324.100	DS/BLD - FIRE - BANK & OTH FIN SERV FEES	252-2168072	1700.00	11	
SubTotal Department 005							1700.00		
SubTotal Fund 201							1700.00		
**Fund 300 SEW WRKS OPR									
**Department 000 NON DEPT									
02/13/2019	187073	PETER SANCHEZ		300000062.000	NON DEPT - UTILITY FEE REFUND	900000000	24.89	11	
02/13/2019	187074	MARK BARTLEY		300000062.000	NON DEPT - UTILITY FEE REFUND	821 WESTRIDGE SOUTH DR	54.12	11	
02/13/2019	187075	KAREN BOUCHARD ESTATE		300000062.000	NON DEPT - UTILITY FEE REFUND	10903 FIELD CRESCENT CIR	31.37	11	
02/13/2019	187076	PATTY J GARLICK		300000062.000	NON DEPT - UTILITY FEE REFUND	18776 LONG WALK LN	49.00	11	
02/13/2019	187077	LRM PROPERTIES LLC		300000062.000	NON DEPT - UTILITY FEE	15501 STONY CREEK WAY	61.88	11	

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 5 pages and except for accounts payables not allowed as shown on the Register such accounts payables are hereby allowed in the total amount of \$ 87,068.04.

Dated this 6th day of February.

Scott Neal
Carl Payne
Steve Coffey

Signatures of Governing Board



NOBLESVILLE PARKS AND RECREATION REPORT JAN 2019

Enrollment: We had 485 participants in programs, which was an increase of 241 participants from January, 2018. We also had 24 punch passes sold which is another 288 visits by drop-in participants. This is a grand total of 773 participants. We are excited to see this growth which has come from our relationship with Curvy Girl Fitness, Girl Scouts and the increase in pickleball drop-ins.

<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	\$12,870	80%	=	\$10,296
Gross \$48,335		Parks		\$29,833.00 Parks Net

- Working through Carmel Rugby Program and National Winter Guard which will add weekly rentals through April. These organizations will come back annually
- We have also booked 4 Auditorium Shows for 2020

<u>POS Pickleball</u>	<u>(January 1 to Present)</u>	<u>Jan 29</u>
Sports Drop-In		\$745.00
Sports Passes		\$1,150.00
Dance Drop-In		\$30.00
Dance Passes		\$50.00
Fitness Drop-In		\$200.00
Fitness Passes		\$0.00
		\$2,175.00

<u>Miller Explorers</u>	<u>(August till Present)</u>	<u>Enrollments</u>
Explorer Participants		116
Student Participants		43
Scholarship Earned for Explorers		\$215.00

Auditorium

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

Gymnastics	Gym	January 5-6
Chef's Night Out	Gym/ Food	January 12
Gymnastics	Gym	January 19-20
Noblesville HS	Bubble Ball	Jan 31, Feb 1, Feb 8, Feb 22
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 5-13

Adult					
Ball Room	Mondays	6:30-9:15pm	Inn-Main	16	+5
Pickleball Classes	Multi	Multi	Annex		Starts Feb
Curvy Girl Studio Adult	Multi	Multi	Lodge	35	
Fitness					
Yoga	Mon-Thurs	Various	Lodge	14	+7
Pilates	Mon & Wed	Am-PM	Inn	12	+2
Boot Camp	Mon & Wed	6:30-7:30pm	NWMS	4	-1
Youth Programs					
Parent Night Out	Friday	6:00pm-9:00pm	Lodge	12	+1
Safe Sitter	Saturday	9:00am-3:00pm	Lodge		Reschedule
Little's	Wednesday	10-11	Lodge	8	+1
Miller Explorers	Mon-Fri	3:45-5:30	NS	21	+9
Girl Scouts	Saturdays		Annex/ Lodge	75G 34 A	4 classes cancelled due weather
Curvy Girl	Multi	Multi	Lodge	79	
Family					
Drop -In Programs					
Social Dance	Tuesday		Inn	6	:Punch 1
Fitness			Lodge	20	Punch 0
Pickleball			Annex	149	Punch: 23
			Total	485	288

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

Noblesville Park Board

Wednesday, February 6, 2019

Subject: Board to consider Change order #4 for Finch Creek Park.

Applicant: NA

Agenda Item: Old Business 3

Summary: Board to consider change order 4 for Finch Creek park adding back in additional aspects of the park construction.

Recommendation: Staff recommends approval of change order as provided.

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

Park Terms and Definitions:

Summary:

Staff is recommending change order 4 for Finch Creek Park. Please see attached sheet for change order info.

Background:

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

Recommendation:

Staff recommends approval of the change order as presented.

CHANGE ORDER

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

CONTRACT CHANGE ORDER NO.: 04
DATE: February 4, 2019
PROJECT NAME: Finch Creek Park – Phase 01
PROJECT NO.: Context 14-72

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

ITEM	AMOUNT (+) or (-) Dollars	SCHEDULE (+) or (-) Days
A. PR #2 – Site Modifications	\$ 10,957.00	0 (zero)
B. COR #8 – Pickleball Modifications	\$ 443.00	0 (zero)
C. COR #9 – Subgrade Stabilization	\$ 10,149.00	0 (zero)
D. COR #10 – Basketball Goal Upgrade	\$ 859.00	0 (zero)
E. COR #11 – Sanitary Stub to TH Bldg.	\$ 3,842.00	0 (zero)
F. COR #12 – RR Gate Valve	\$ 1,256.00	0 (zero)
G. COR #13 – Pave. Mods to FH Parking	\$ 2,779.00	0 (zero)

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

Contract Price prior to this Change Order: \$ 7,192,793.00
Contract Price will be increased/decreased by this Change Order: \$ 30,285.00
New Contract Price including this Change Order: \$ 7,223,078

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

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

The Above Changes to the Contract are hereby

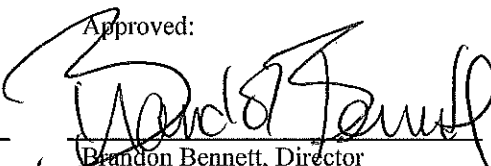
Recommended:


Fred Prazeau

Accepted:

Don Myers

Approved:


Brandon Bennett, Director

Context, LLC

12 South Main Street, Suite 200
Fortville, IN 46040

Date: 2/4/2019

Myers Construction Management,
Inc.

13518 Myrtle Lane
Fishers, IN 46038

Date: __/__/2018

Noblesville Parks and Recreation

701 Cicero Road
Noblesville, IN 46060

Date: __/__/2018

Noblesville Park Board

Wednesday, February 6, 2019

Subject:	Board to consider contract with Graphic Designer
Summary:	Parks contracting with Graphic Designer for creative design
Agenda Item:	New Business Item #1
Recommendation:	Staff recommends awarding the contract to OnPoint, LLC for 2019 graphic design work
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:

Parks staff are recommending contracting with OnPoint, LLC for 2019 graphic design work. This includes digital and print posters, flyers, facility booklets, Key to Your City, etc. This contract is for eleven (11) months, includes \$170.5 hours of work, 15.5 hours per month. It will cost us \$10,000 in budget dollars and will include \$1,000 in trade value for sponsorship at Noblesville Parks events.

Background:

Throughout time, Noblesville Parks have used a number of marketing and creative avenues including contract design work, Robert Herrington through the mayor's Office, interns and internal staff skills to create design marketing pieces. It has become clear that none of the options listed are viable for our need, frequency, turnaround time, etc. With that, it became clear that we needed to contract with a freelance graphic designer to complete the required work. This is a budgeted expense through the 108 budget.

Parks staff opened an RFP to any and all graphic designers on January 7, 2019. It closed January 21 and we received three applications/bids. Parks staff interviewed the applicants the week of January 28 and have come to the Park Board with a recommendation to proceed.

Recommendation:

Staff recommend approval of the contract for OnPoint, LLC for 2019 graphic design work.



CONTRACT NO NPR011719R
DATE February 5, 2019

SERVICE AGENCY RETAINER

SCOPE OF WORK OnPoint LLC, "Agency" to provide Noblesville Parks & Recreation Department, "Client" professional services to facilitate graphic design, creative services and digital marketing.

REPORTING OnPoint to log time worked and report to Parks staff on a monthly basis. Should work need to exceed retained hours, OnPoint will receive written Client approval prior to proceeding. At the end of the first 90 days of this contract, hours worked will be reviewed. Monthly time may be reallocated according to future projections.

FEES *\$1,000 per month, based on 15.50 hours per month**
*Fee based on a rate of \$65 per hour. Should work need to exceed retained hours, OnPoint will receive written Client approval prior to proceeding.

EXPENSES TBD. Possible expenses include stock imagery. Any stock image expenses are billed to client as pass-through expenses at cost. Expenses are authorized prior to OnPoint purchasing.

SPONSORSHIP *OnPoint agrees to a value-in-kind sponsorship equivalent to \$1,000 in fees during the term of this contract.*

ROFR Parks & Recreation Department agrees that OnPoint LLC is their "Agency of Record." As such, it agrees to offer OnPoint the Right of First Refusal for any additional graphic design, creative services, and/or digital marketing work that is outsourced during the term of this contract.

PROMOTION Parks & Recreation Department agrees that OnPoint LLC may publicly refer to its agency relationship with the Department for self-promotional purposes. For example, OnPoint may post on social platforms that it is the "Agency of Record" for Noblesville Parks & Recreation Department.

TERMS *Monthly retainer fee of \$1,000, Net45*
Expenses to be billed monthly

client initial *SN*

Term of contract is February 7, 2019 – December 31, 2019

client initial *SN*

Contract legal terms outlined on the next page

I AGREE TO THE TERMS OF THIS CONTRACT:

ONPOINT LLC REPRESENTATIVE

Joe Haddy
Scott Noel

CLIENT AUTHORIZED SIGNATURE:

CLIENT'S NAME AND TITLE:

Scott Noel Acting President

DATE:

2-6-19



1. Time for Payment

All invoices are payable to OnPoint LLC. The grant of any license or right of copyright is conditioned on receipt of full payment.

2. Default in Payment

The Client shall assume responsibility for all collection of legal fees necessitated by default in payment.

3. Estimates

Final fees and expenses shall be shown when invoice is rendered. The Client's approval shall be obtained for any increases in fees or expenses that exceed the original estimate by 10% or more.

4. Changes

The Client shall be responsible for making additional payments for changes requested by the Client in original assignment. The Client shall offer OnPoint LLC, "OnPoint" the first opportunity to make any changes.

5. Fees and Expenses

The Client shall reimburse OnPoint for all fees and expenses arising from this Retainer Agreement. When requested, the Client shall advance 50% of the estimated fees and expenses to OnPoint for payment of said fees and expenses. All fees and expenses are paid to OnPoint.

6. Termination

In the event of termination of this Retainer Agreement, ownership of all copyrights and the original artwork shall be retained by OnPoint, and a cancellation fee for work completed, based on the contract price and expenses already incurred, shall be paid by the Client. Termination of this Retainer Agreement requires a 45-day written notice.

7. Ownership and Return of Artwork

OnPoint retains ownership of all original artwork (original drawings, art boards, comps), whether preliminary or final, and the Client shall return such artwork within 21 days of use unless indicated otherwise. Client retains ownership of assets including website and social media accounts.

8. Credit Lines

OnPoint and any other creators shall receive a credit line with any editorial and digital/website usage. If similar credit lines are to be given with other types of usage, it must be so indicated.

9. Releases

The Client shall indemnify OnPoint against all claims and expenses, including reasonable attorney's fees, due to uses for which no release was requested in writing or for uses that exceed authority granted by a release.

10. Modifications

Modification of Retainer Agreement must be written, except that the monthly invoice may include, and the Client shall pay, fees and expenses that were orally authorized in order to progress promptly with the work.

11. Uniform Commercial Code

The aforementioned terms incorporate Article 2 of the Uniform Commercial Code.

12. Code of Fair Practice

The Client and OnPoint agree to comply with the provisions of the Code of Fair Practice. A copy of this code is available upon request.

13. Warranty of Originality

OnPoint warrants and represents that, to the best of his/her knowledge, the work assigned hereunder is original and has not been previously published, or that consent to use has been obtained on an unlimited basis; that all work or portions thereof obtained through the undersigned from third parties is original or, if previously published, that consent to use has been obtained on an unlimited basis; that OnPoint has full authority to make this agreement; and that the work prepared by OnPoint does not contain any scandalous, libelous, or unlawful matter. This warranty does not extend to any uses that the Client or others may make of OnPoint's product that may infringe on the rights of others. Client expressly agrees that it will hold OnPoint harmless for all liability caused by the Client's use of OnPoint's product to the extent such use infringes on the rights of others.

14. Limitation of Liability

Client agrees that it shall not hold OnPoint or his/her agents or employees liable for any incidental or consequential damages that arise from OnPoint's failure to perform any aspect of the Project in a timely manner, regardless of whether such failure was caused by intentional or negligent acts or omissions of OnPoint or a third party.

15. Dispute Resolution

Any disputes in excess of the maximum limit for Indiana State Small-Claims Court arising out of this Retainer Agreement shall be submitted to binding arbitration before a mutually agreed-upon arbitrator pursuant to the rules of the American Arbitration Association. The Arbitrator's award shall be final, and judgment may be entered in any court having jurisdiction thereof. The Client shall pay all arbitration and court costs, reasonable attorney's fees, and legal interest on any award of judgment in favor of OnPoint. OnPoint shall pay the aforementioned should the judgment be in favor of Client.

16. Acceptance of Terms

The signature of both parties shall evidence acceptance of these terms.

Noblesville Park Board

Wednesday, February 6, 2019

Subject: Board to consider declaration of surplus equipment

Summary: Parks are working on offloading assets that are no longer usable

Agenda Item: New Business Item #2

Recommendation: Staff recommends the list of equipment provided be declared surplus and sold or transferred according to Indiana state code

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:

Parks staff are continuously looking for efficiencies and ways to clean up storage areas, event equipment and shop spaces. Because of new equipment purchases and the need to clean, we're asking that these items be declared as surplus equipment. We will auction off the list of equipment through a State approved website or transfer the property to another municipality or 501c3 if there is the ability or need. Please see the attached documentation.

Background:

From year to year, Noblesville Parks staff continue to provide exceptional services, events and programs to the public and residents of Noblesville. With that comes the collection of equipment that are no longer used or have served their life and need to be disposed of or sold.

Recommendation:

Staff recommends the list of equipment provided be declared surplus and sold or transferred according to Indiana State code.



Surplus Equipment Request
Noblesville Parks & Recreation Board

February 6, 2019



Noblesville Parks & Recreation Board,

Please utilize the below list as a request from Park staff to declare as surplus equipment.

Inflatable Movie Screen

- Estimated Value: \$300

Portable Tile Dance Floor with roller racks and edging

- 98 - 3'x3' tile dance floor pieces; 37 - 3'x5" edges
- Roller racks
- Estimated Value: \$4,000

Pioneer New Rider 5,000

- Athletic field painter
- Estimated Value: \$2,500

Ransomes slicer seeder

- Estimated Value: \$1,000

Mighty-quip Generator

- Estimated Value: \$3,000

Alto Delta Steam Cleaner

- Estimated Value: \$400



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

Procedure for Declaring and Selling Surplus Equipment

Updated January 31, 2019

This procedure is to define, per state code, what the City of Noblesville parks & Recreation Department has to do to declare and sell surplus equipment as determined by staff.

1. Staff may determine any and all equipment that is no longer used as surplus.
2. Staff must determine the value of said surplus equipment.
3. Staff must take any and all items with the description and estimated value to the Park Board for official vote.
4. Once deemed surplus, staff may proceed by the following steps:
 - a. If one (1) piece of surplus equipment is valued under \$1,000, Parks may scrap, throw away or sell it.
 - b. If one (1) piece of surplus equipment is valued over \$1,000 OR a grouping of surplus equipment is valued over \$5,000 staff must:
 - i. Offer the items through a bidding and advertising process
 - ii. Auction the items through the approved City of Noblesville auction processes
 - iii. Sell the items through approved online resources such as Ebay
 - c. Any surplus equipment items may be sold directly, donated or transferred to another municipality or non-profit organization.
5. If any of the items are on the City of Noblesville, Parks & Recreation Department Asset List, the list must be adjusted to reflect the changes made.

State Code References

IC 36-1-11: Disposal of Real or Personal Property

IC 5-22-22: Disposition of Surplus Property by a Governmental Body

Noblesville Park Board

Wednesday, February 6, 2019

Subject: Board to consider service agreement with TeeSnap for Carousel Corner operation

Applicant: N/A

Agenda Item: New Business #3

Summary: Staff plan to use TeeSnap in 2019 to operate the carousel corner

Recommendation: **Staff recommends approval of the service agreement with TeeSnap.**

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:

This service agreement is for use of TeeSnap at the carousel corner including the point of sale operating system, a new iPad, cellular data, reports, account manager and support. This system is currently utilized by Forest Park Golf course and Fox Prairie Golf Course and has worked very well with the City of Noblesville's Controllers Office. This service agreement costs \$1,750 and includes the support, the iPad and cellular data fees and will have an additional charge of 2.6% on credit card transactions.

Background:

The carousel corner was previously operated by a concessionaire. This year, the Recreation Division have taken it over. With that comes the need for hardware and a point of sale system. This option allows for an easy transition because it is a system that we already use, are familiar with and is approved by the City Controller's Office.

Recommendation:

Staff recommends approval of the service agreement with TeeSnap.



1/30/2019

2/8/2019

Today's Date

Quote Expires

COURSE INFORMATION

Board President

Course Representative

Noblesville Parks & Recreation - Carousel

Name of Course

701 Cicero Road

Street Address

Noblesville

IN

46060

City

State

Zip Code

COURSE TYPE (Choose one)

NUMBER OF HOLES

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

- 9
- 27
- 18
- Other



teesnap CUSTOMER AGREEMENT FORM V4.4

Last edited 10/22/18

CORE PACKAGE

	LICENSES	MSRP	DISCOUNT	TAX %	TAX TOTAL	TOTAL
Teesnap Software Package (includes Teesnap Access Station) Each License covers up to 6 users	1	6,200	4,450		0	1,750

COMPONENTS/ADD-ONS

	INCLUDED	MSRP	DISCOUNT	TAX %	TAX TOTAL	TOTAL
Email Marketing Tool (Email Journeys, Marketing Refresh API)	<input type="checkbox"/>				0	0
In-Person Training and Installation	<input type="checkbox"/>				0	0
Extra Day(s) of In-Person Training and Installation	<input type="checkbox"/>				0	0
Webinar Training	<input type="checkbox"/>				0	0
COMPONENTS/ADD-ONS TOTAL						0

WEBSITE SERVICES

	INCLUDED	MSRP	DISCOUNT	TAX %	TAX TOTAL	TOTAL
Website Basic + Form Submissions - 10 pages or less (SM Claiming, SM Syndication, Blog, Online Store)	<input type="checkbox"/>				0	0
Website Intermediate + Form Submissions - 20 pages or less (SM Claiming, SM Syndication, Blog, Online Store)	<input type="checkbox"/>				0	0
Website Advanced + Form Submissions - 40 pages or less (SM Claiming, SM Syndication, Blog, Online Store)	<input type="checkbox"/>				0	0
WEBSITE SERVICES TOTAL						0

PROFESSIONAL SERVICES

	INCLUDED	MSRP	DISCOUNT	TAX %	TAX TOTAL	TOTAL
Email Only Managed Marketing Services	<input type="checkbox"/>				0	0
Full Managed Marketing Services	<input type="checkbox"/>				0	0
Full Managed Marketing Services plus Revenue Management	<input type="checkbox"/>				0	0
Teesnap Messenger Marketing (\$300 set up fee)	<input type="checkbox"/>				0	0
PROFESSIONAL SERVICES TOTAL						0

PROCESSING FEE

A **2.60** % processing fee will be charged on all credit and debit card transactions. The fee will be deducted from Customer's total credit and debit card activities each day. Sales tax is applicable on processing fees in the following states: CT, NM, OH, and the District of Columbia.

* Please note that for installment plans (daily and monthly payment schedules) tax rates for any Taxes collected may be subject to change based on applicable government laws and/or regulations.

TOTAL MSRP	\$6,200
TOTAL DISCOUNT	\$4,450
SUBTOTAL	\$1,750
TAXES DUE	0
TOTAL ANNUAL PRICE DUE	\$1,750



PAYMENT & PRICING (Please choose one)

DAILY PAYMENT

You agree to pay Teesnap daily installments of \$ _____ for _____ days, starting on _____.

If payment(s) cannot be deducted from remittance, the balance will carry forward to subsequent days until the total payment is collected. Payment(s) will be automatically deducted from the remittance. This agreement is valid for one year from the start date. 30-day written notice cancellation policy.

MONTHLY PAYMENT

You agree to pay Teesnap monthly installments of \$ _____ for _____ days, starting on _____.

If the monthly installment amount is not paid in full from the 1st day's remittance, the remaining balance will be deducted on subsequent days until full balance is paid. Initial payment is due in full within 30 days of installation date.

ANNUAL PAYMENT

You agree to pay Teesnap \$ 1,750 _____ as an one-time annual payment.

This payment is valid for 1-year use of Teesnap. The terms of this agreement will expire on _____ at 11:59pm PST.
The installation date will not be set until payment clears. Not subject to refunds (see Section 5.4 for details.)

REVENUE SHARE

In exchange for the agreed upon products and services outlined herein, you agree to a revenue share split of _____ of the growth in gross revenues, as calculated from the baseline "Revenue Share Calculator" (attached) as the sole form of payment to be paid monthly in the next month after calculation. If the monthly installment amount is not paid in full from the 1st day's remittance, the remaining balance will be deducted on subsequent days until full balance is paid. Initial payment is due in full within 30 days of installation date.

CASH DISCOUNT

In exchange for the agreed upon products and services outlined herein, the golf course agrees to abide by the rules outlined below regarding the cash discount program. The golf course will allow a markup of _____ to be applied to all transactions. Customers paying with a payment type other than credit or debit cards will receive an automatic discount of the full markup rate.



SOFTWARE AS A SERVICE AGREEMENT

This Software as a Service Agreement (the "Agreement") effective as of February 6, 2019 (the "Effective Date") is made and entered into by and between Forest Park Carousel Corner, a golf course with its principal place of business at 701 Cicero Road, Noblesville, IN 46060 (hereinafter the "Customer" and/or "Golf Course"), and Teesnap, LLC, a Nevada limited liability company, with a registered address located at 1201 N. Town Center Drive, Las Vegas, NV 89144 ("Teesnap"). Customer and Teesnap may be referred to individually as a "Party" and collectively as the "Parties."

WHEREAS, Customer wishes to purchase and utilize services and the system (the "System") provided by Teesnap.

WHEREAS, Teesnap will provide the System for booking golf course reservations and related services, for processing of retail purchases from the Golf Course's pro shop, payment and collection of fees, and charges from the Golf Course's customers.

NOW, THEREFORE, in consideration of the mutual promises contained herein and the agreements set forth below, the receipt and sufficiency of which consideration is hereby acknowledged, the Customer and Teesnap agree as follows:

SECTION 1. DESCRIPTION OF SERVICES

- 1.1 Upon implementation of the System, Teesnap will provide Customer with access to its System and the selected services (the "Services") as described on page 2 of this Agreement.
- 1.2 System will be installed on March 15, 2019 (the "Installation Date").
- 1.3 Teesnap hereby grants Customer a limited, non-transferable, and non-exclusive license to remotely access and use the System solely during the Term (as defined herein) of the Agreement. Except for this limited usage right during the Term, nothing in this Agreement grants Customer any rights, title or interest in the System, Services, or any deliverables provided by Teesnap. Teesnap reserves the right to make changes and updates to the functionality and/or documentation of the System from time to time.

SECTION 2. TEESNAP ACCOUNT

- 2.1 On or after the Installation Date, Teesnap will conduct an onsite installation and training session of the System at the Golf Course. During this time, Teesnap and Customer will work together to customize Customer's account for the System. This includes, but is not limited to the following:
 - a. Customizing Customer's account with Teesnap;
 - b. Customizing Customer's administrative environment for all related personnel and products;
 - c. Customizing Customer's products, including the cost and retail pricing for each product Customer offers; and
 - d. All other steps required for the operation of the System.
- 2.2 Customer's account will facilitate Customer's use of the System and will allow Customer to receive current reservations, sales related information, and other information pertaining to Customer's relationship with Teesnap.
- 2.3 Teesnap is not and will not be liable for any loss or damage arising from Customer's failure to manage and maintain its account.

SECTION 3. SYSTEM PARTICIPATION

- 3.1 **Golf Course Offerings.** To participate in the System, Customer must supply the content and images to describe and illustrate the Golf Course and its service offerings ("Golf Course Offerings"), by completing and submitting, or authorizing an agent to complete and submit, the information to Teesnap. Golf Course Offerings include, but are not limited to, tee time pricing, pricing on retail items, and pricing on food and beverage. Customer is responsible and liable for all Golf Course Offerings and terms, and for Teesnap's or any purchaser's use or reliance on any of the foregoing.
- 3.2 **Promotion of Golf Course.** Teesnap will coordinate with Customer to market the Golf Course Offerings. Teesnap does not warrant or guarantee the use of the System will result in any particular amount of revenue or profit to the Customer.
- 3.3 **Responsibility for Golf Course Offering.** Customer represents that all services provided by the Golf Course for customers booking through the System will be consistent with prevailing industry standards for similar golf courses in the area. Customer will be responsible for all customer service with respect to the Golf Course Offerings. Teesnap shall have no liability for the nature, completeness, or accuracy of information provided by Customer about the Golf Course Offerings or the fulfillment of the Golf Course Offerings.



- 3.4 Processing of Sale.** All sales transactions for the Golf Course will be processed through the System with Teesnap as the Merchant of Record. Customer agrees that the System will be the exclusive reservation and retail system used by the Golf Course, and that all golf related commercial activities, including the reservation of calendar for tee times, will be booked through the System during the Term of this Agreement.
- 3.5 License to Customer's Content.** During the Term of this Agreement, Customer hereby grants Teesnap a non-exclusive, worldwide, transferable, irrevocable, and sub-licensable license to use, copy, distribute, display, and perform any of Customer's content concerning the Golf Course and the Golf Course Offerings (including any trademarks, trade names, logos or copyrighted material of Customer to be included in any advertising of the Golf Course or Golf Course Offerings) in any and all media or formats in connection with Teesnap's fulfillment of its rights and obligations under this Agreement, including the promotion of the Golf Course and Golf Course Offerings.
- 3.6 Customer Data.** Customer acknowledges that it will own all data collected by, or on behalf of, Teesnap pursuant to this Agreement, including all information and data of individuals who may or do purchase the Golf Course Offerings ("Customer Data"); provided, however, that Teesnap and its affiliates shall have the right to use any such data collected by it for marketing or other purposes. Teesnap shall take commercially reasonable efforts to protect the security of Customer Data and comply with all laws relating to the processing of any Customer Data. If Customer becomes aware of, or suspects, any unauthorized access to or use of Customer Data by Teesnap, Customer shall immediately notify Teesnap and shall cooperate with Teesnap in the investigation of such breach and the mitigation of any damages.
- 3.7 Press Release.** Teesnap may, in its sole discretion, include Customer and the Golf Course in any press release regarding the Golf Course Offerings described herein or otherwise identify Customer as one of its golf course clients. Any press release Customer may want to issue which includes Teesnap must be pre-approved in writing by Teesnap prior to release.
- 3.8 PCI Compliance.** Teesnap is and will remain PCI compliant for the life of the product. The annual PCI compliance certification (SAQ) is the sole responsibility of Teesnap. Documentation required for validation of this process or confirmation of completion is available upon request.

SECTION 4. PAYMENT TERMS

- 4.1 System Pricing.** In return for the System provided by Teesnap to Customer hereunder, Customer shall pay to Teesnap the fees in the amounts set forth on page 2 of this Agreement, and will pay according to the payment method selected on page 2 of this Agreement.
- 4.2 Additional Items.** For each additional day required to finish installation and to complete training, Customer will be charged an additional daily rate as described on page 2 of this Agreement.
- 4.3 Currency.** All payments hereunder shall be in US Dollars (USD) and made by check or electronic transfer.
- 4.4 Customer Products Pricing.** All prices for the Golf Course Offerings shall be established by the Customer. Any price changes to the Golf Course Offerings shall become effective once loaded into the System.
- 4.5 Managed Marketing Services.** Customer appoints Teesnap as its exclusive agent to market, provide guidance, and intelligence, and to consult Customer on marketing initiative(s). In this capacity, Teesnap shall have all powers as may be necessary or expedient to carry out the purposes of, and the transactions contemplated in, this Agreement, and will provide such insight as needed, as well as access to Teesnap's Managed Marketing Team.

Revenue Share:

- a. Customer will cooperate with Teesnap in the procurement and supply of all documentation requested by Teesnap, including financial reports, rounds reports, and other information deemed necessary for a proper and accurate pre and post assessment of Customer(s) business.
- b. Teesnap will provide Customer with support detailing monthly results for agreed upon growth factors.
- c. Any new initiative signed by Customer after the execution date of this agreement shall be deemed to be based on the collaborative efforts of Teesnap coupled with the Customer's execution team, thus contributing to the growth required of Teesnap.
- d. Over the course of the initial term of this Agreement, following the next month of achieved results, Teesnap shall provide a report for adjusted remittance due to Teesnap based upon baseline growth revenues. Customer will remit full payment to Teesnap daily as detailed in Section 4.
- e. All improvements made to any of Customer's revenue(s) between the signature date on this Agreement and the termination of the Agreement, once Teesnap consultation has begun, will contribute towards the Teesnap revenue growth initiative as previously noted. Teesnap and Customer agree that Customer's mutually agreed upon current revenue baseline, incentives, and terms will be used as the benchmark. Customer's benchmark data will be used as the basis for calculating growth from Teesnap's Managed Marketing Services.



- 4.6 Customer Sales and Payment Processing.** Teesnap will be responsible for processing all credit and debit card payments from Customer's customers. Golf Course's name will be displayed on the customer's statement as the sales agent. The System will also track all cash transactions. The Golf Course shall be responsible for handling and processing of all cash activities.
- 4.7 Payments to Golf Course.** The System will process all credit and debit card activities for the Golf Course based on the CST time zone regardless of Customer's local time zone. Teesnap will remit proceeds via Automated Clearing House (the "ACH") to Customer account within two business days after Teesnap receives the funds from the processor. Teesnap will not float cash to the Customer. Proceeds will be based on net sales which is the total credit and debit activities less:
- a. Refunds issued by the Golf Course, if any; and
 - b. Payment amounts agreed upon outlined on page 2 of this Agreement.
- 4.8 Taxes.**
- Taxes Related to Golf Course Offerings:
- Customer shall be solely responsible for any taxes, levies, duties and/or similar governmental assessments (collectively, "Taxes") of any nature assessable by any jurisdiction whatsoever in connection with the purchase and/or use of Golf Course Offerings. Customer agrees to hold Teesnap harmless of any liability with respect to any such Taxes.
- Taxes Related to Teesnap Services:
- If the collection and remittance of Taxes to governmental bodies is applicable on Teesnap Services, Customer agrees to pay Teesnap the amounts to be collected and remitted. Information on assessed and remitted taxes concerning Customer's Teesnap Services will be provided to Customer by Teesnap. Please note that any Taxes collected may be subject to change based on applicable government laws and/or regulations.
- 4.9 Reports.** Teesnap will provide comprehensive reports summarizing Customer's activities for:
- a. Each Period;
 - b. All tax related reporting including state, county, and local taxes; and
 - c. Any other activity designated by Customer.
- 4.10 Chargebacks.** Customer may receive a chargeback from a customer or a credit card company (the "Payment Brand") for a number of reasons under the Payment Brand rules. The following are some of the most common reasons for chargebacks, and in no way is this intended to be an exhaustive list of possible chargeback reasons:
- 1) Customer's failure to issue a refund to a customer upon the return or non-delivery of goods or services;
 - 2) A required authorization/approval code was not obtained;
 - 3) The transaction data was prepared incorrectly or fraudulently;
 - 4) Customer disputes the transaction or authenticity of the signature of the transaction data or payment instrument, or claims the transaction is subject to a set-off, defense, or counterclaim; or
 - 5) The customer refuses to make payment for a transaction because the customer's good faith opinion, a claim or complaint has not been resolved, or has been resolved in an unsatisfactory manner.
- 4.11 Excessive Chargebacks.** If Customer receives an excessive amount of chargebacks, as determined by the Payment Brands, Teesnap may take the following actions: (i) review Customer's internal procedures relating to acceptance of payment instruments and notify Customer of new procedures it should adopt in order to avoid future chargebacks; (ii) notify Customer of a new rate Teesnap will charge to process chargebacks; (iii) collect from Customer (pursuant to page 2 of this Agreement) an amount reasonably determined by Teesnap to be sufficient to cover anticipated chargebacks and all related fees, penalties, expenses, and fines; or (iv) terminate the Agreement. Customer also agrees to pay any and all penalties, fees, fines and costs assessed against it relating to the violation of this Agreement or the Payment Brand rules with respect to Customer's acceptance of payment instruments, Customer's transactions or with respect to excessive chargebacks under this section.

SECTION 5. TERM AND TERMINATION

- 5.1 Term.** This Agreement is effective as of the Effective Date set forth above and will remain in effect for one (1) year (the "Term"). After the initial Term and until terminated by either Party, as provided herein, this Agreement shall be automatically extended for successive one (1) year periods, unless renegotiated prior to end of the Term.
- 5.2 Termination for Convenience.** Either Party may terminate this Agreement at any time, with or without cause and without further obligation, except for any outstanding and undisputed payments due to a Party, by providing the other Party with thirty (30) days advance written notice.



5.3 Termination by Breach of Agreement. In the event either Party breaches any of the material terms or conditions of this Agreement, and such breach is not cured within thirty (30) days after receipt of written notice specifying the nature of the breach, the non-breaching Party may terminate this Agreement without any further delay or obligation hereunder.

5.4 Effects of Termination. If Customer terminates this Agreement per the provisions of section 5.2, or if Teesnap terminates this Agreement per the provisions of section 5.3, Customer shall i) forfeit any and all pre-paid expenses and fees; or ii) pay Teesnap, within fifteen (15) days from the date of termination, any and all outstanding payments due Teesnap. If Customer's billing schedule is either daily or monthly, and Customer terminates this Agreement for any reason within ninety (90) days from the Installation Date, Customer shall pay Teesnap a flat fee of one thousand five hundred dollars (\$1,500) as reimbursement to Teesnap for travel expenses. Upon termination of this Agreement for any reason Customer will, within fifteen (15) days from the date of termination, return all equipment leased to Customer by Teesnap.

SECTION 6. MANAGED MARKETING SERVICES

6.1 Services. Teesnap will manage the following Services to Customer:

- a) Website Management
- b) Online Store Management
- c) Email Marketing Management
- d) Social Media Management
- e) Paid Ads on Social Media
- f) Messenger Marketing

Planning Calendar

Client and Teesnap agree that the planning and communication stage of this agreement is essential to its success. Both parties will, to the best of their abilities, meet via electronic meetings or in person to develop the yearly plan. In executing this plan both parties also agree that they must work together to make it successful in design and execution.

Website Management

Client and Teesnap agree that when new pages and new designs are required, both parties will agree to the branding look and feel of such pages and that new page creation will not exceed four new pages in any given week.

Email Management

Client and Teesnap agree that Teesnap will provide drafts of emails to client and client will sign off on drafts before sends. Client and Teesnap agree that previously signed off on email templates may be sent without approval. Client agrees that no more than 10 email campaigns will be sent in any given week.

Paid Social Media

Client and Teesnap agree that Teesnap will have admin privileges to FB, Google+ and LinkedIn. Client and Teesnap will agree on budget spend for any given strategy and that client Credit card on file will be in good standing for such spending. This spending will be in addition to Teesnap MMS service cost.

Messenger Marketing

Teesnap will integrate your Teesnap website and Facebook Messenger marketing via the growth tools as mentioned in our presentations. Teesnap will engage your audience in accordance with the Facebook Messenger terms and services. Flows and sequences will also be managed in accordance with Facebook's terms of use. In any given week during the year, a limit of one new flow and one new set of sequences will be programmed by Teesnap.

6.2 Fees and Payment Schedule.

Cash Option

- a) Services Pricing. In return for the Services provided by Teesnap to Customer, Customer shall pay Teesnap an annual fee of \$12,500.
- b) Payment Schedule. Customer shall pay the annual fee to Teesnap as follows:
 - i. Daily at \$34.25 per day for the Term
 - ii. Monthly at \$1,041.67 per month for the Term
 - iii. Annual payment of \$12,500 upon execution of this Agreement



6.3 Term and Termination.

a) Term. This Agreement will be effective as of the Effective Date and will remain in effect for one (1) year (the "Term"). After the initial Term and until terminated by either party, as provided herein, this Agreement shall be automatically extended for successive one (1) year periods, unless renegotiated prior to end of the Term.

b) Termination for Convenience. Either party may terminate this Agreement at any time, with or without cause and without further obligation, except for any outstanding and undisputed payments due to a party, by providing the other party with thirty (30) days advance written notice.

c) Termination by Breach of Agreement. In the event either party breaches any of the material terms or conditions of this Agreement, and such breach is not cured within thirty (30) days after receipt of written notice specifying the nature of the breach, the non-breaching party may terminate this Agreement without any further delay or obligation hereunder.

d) Effects of Termination. If Teesnap terminates this Agreement per the provisions of Section 6.3(c), or if Customer terminates this Agreement per the provisions of Section 6.3(b), Customer shall i) forfeit any and all pre-paid expenses and fees; and ii) pay Teesnap, within fifteen (15) days from the date of termination, any and all outstanding payments due Teesnap. If Customer's billing schedule is either daily or monthly, and Customer terminates this Agreement for any reason within ninety (90) days from the full execution of this Agreement, Customer shall pay Teesnap a flat fee of one thousand five hundred dollars (\$1,500) as reimbursement to Teesnap for set up time and effort.

6.4 License to Customer's Content. During the Term of this Agreement, Customer hereby grants Teesnap a non-exclusive, worldwide, transferable, irrevocable, and sub-licensable license to use, copy, distribute, display, and perform any of Customer's content concerning its golf course (including any trademarks, trade names, logos or copyrighted material of Customer to be included in any advertising of Customer's golf course or products) in any and all media or formats in connection with Teesnap's fulfillment of its rights and obligations under this Agreement, including the promotion of Customer's golf course and products.

SECTION 7. INDEMNIFICATION

7.1 By Customer. Customer agrees to indemnify, defend and hold Teesnap and its subsidiaries, affiliates, parent company, and their respective officers, directors, shareholders, employees, agents, and contractors (the "Indemnitees"), harmless from and against any and all demands, claims, causes of action, damages, liabilities, fines and expenses, including reasonable attorneys' fees and costs (collectively "Claims"), including without limitation direct and indirect, incidental or consequential damages, that are directly or indirectly related to (i) the operation of the Golf Course (ii) Customer's performance of the Agreement, (iii) Customer's failure to comply with any obligations set forth in the Agreement, (iv) the damage or destruction of real or personal property or personal injuries (including death), (v) the intentional, reckless or negligent acts or omission of Customer or its officers, directors, shareholders, employees, agents, contractors, subsidiaries and affiliates, (vi) Customer's failure to comply with applicable laws, regulations or orders, or (vii) any claim or cause of action by or on behalf of Customer's employee(s) against Teesnap, including without limitation, worker's compensation or personal injury, employment benefits, or any federal or state employment law or regulation. The obligations of this section shall survive the expiration or termination of this Agreement.

7.2 Limitation of Teesnap's Liability. Teesnap's sole and complete liability to Customer with respect to its services shall be limited to the amount actually paid to Teesnap pursuant to this Agreement within the three (3) months prior to such claim. In no event shall Teesnap be liable to Customer or any other third party for any claims relating to the use of Customer's goods and services, including but not limited to claims relating to injuries, illness or death.



IN WITNESS WHEREOF, the Parties have agreed to the terms of this Agreement as of the Effective Date.

Noblesville Parks + Recreation

Teesnap, LLC

Customer

2-7-19

Date

Date

Nichole Haberlin

Signature

Signature

NICHOLE HABERLIN

Printed Name

Printed Name

RECREATION DIRECTOR

Title

Title

Noblesville Park Board

Wednesday, February 6, 2019

- Subject:** Board to consider MOU with Park RX America
- Summary:** Parks staff want to join the efforts to support healthier communities by bringing them back to the parks.
- Agenda Item:** New Business Item #4
- Recommendation:** Staff recommended approving the MOU with Park RX America
- 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:

Park Rx America is a non-profit organization whose mission is to decrease the burden of chronic disease, increase health and happiness, and foster environmental stewardship, by virtue of prescribing Nature during the routine delivery of healthcare. Park RX America maintains a website to support health care providers to prescribe parks to improve chronic illnesses. We would be the first in the state of Indiana to support this program. Please see the attached documentation. This requires no financial or capital investment.

Background:

Noblesville Parks and Recreation team wants to support these efforts 100%. Parks are here to improve quality of life and America has lost the knowledge on the benefits of parks and being outdoors. We want to help the community remember just like when they were a child. Once connected with the organization we will be able to spread the word through Partnership for Healthier Hamilton County which meets quarterly to improve the quality of life. Other benefits: connecting us to the Health Care Industry which create stronger partners, sponsors and maybe even Park Foundation Members.

Recommendation:

Staff recommend approving the MOUS with Park RX America

Parla Rx America

Obesity costs the U.S.

\$190 billion

each year.

MEMORANDUM OF UNDERSTANDING
between
PARK Rx AMERICA
and
NOBLESVILLE PARKS AND RECREATION

This Memorandum of Understanding ("MOU") is entered into as of this 6 day of February, 2019, by and between PARK Rx AMERICA, a 501(c)(3) charitable organization established pursuant to section 501(c)(3) of the United States Internal Revenue Code (hereinafter referred to as "PRA"), having its principal place of business at 1102 Monroe Street NW, Washington, DC 20010, and Noblesville Parks and Recreation, a unit of government organized under the laws City of Noblesville (hereinafter referred to as "Agency") and having a principal place of business at 701 Cicero Road, Noblesville, IN 46060.

Purpose

The purpose of this MOU is to advance mutual goals of PRA and Agency to document health and wellness benefits of visiting parks and natural areas. Together we seek to collect and maintain information that is consistent, accurate, and reliable for the park sites under the jurisdiction of Agency and to connect collected information with healthcare providers for the purpose of prescribing visits to Agency parks.

Background

The mission of PRA is to enable healthcare providers to prescribe patients visits to parks and other natural areas in real-time in the clinical practice setting.

The mission of Agency is to be dedicated to the leisure time interests of the local populace, and to the care of the natural resources of the area. The Department strives to enhance the quality of life and sense of community through healthful recreational and leisure experiences. As the City's land steward, the Department seeks to maintain the delicate balance of public use and conservation/preservation of the natural environment to result in the highest benefit for all.

The objectives of PRA and Agency align to promote Agency's outdoor park and recreation assets for the purpose of enabling healthcare providers to prescribe visits to Agency's sites. The purpose of this MOU is to establish an ongoing relationship between Agency and PRA to supply accurate, reliable, and prescribable information on Agency's sites for healthcare providers.

Responsibilities and Resources

PRA will provide information, technical support, and training to facilitate Agency's effort to provide park data suitable for healthcare providers to prescribe visits to specific sites and facilities. PRA will share research on benefits of prescribing park visits and, when available, PRA will provide Agency with information on numbers of prescriptions issued,

sites and activities prescribed, and numbers of completed visits. PRA will work with Agency to periodically review data and establish guidelines to highlight Agency sites where patients who receive prescriptions are most likely to experience the therapeutic benefits of being in a natural setting.

Agency will endeavor to provide accurate and reliable information about its park locations and programming in the form specified by PRA, including periodic updates.

Points of Contact

The Park Rx Point-of-Contact: John Henderson, Executive Director
202-549-8233
john@parkrxamerica.org

The Agency Point-of-Contact: Nichole Haberlin, Recreation Director
317-770-5750
nhaberlin@noblesville.in.us

Duration of Agreement

This MOU will be in effect for three (3) years from the date first mentioned above. Approximately six months before expiration, both parties will discuss expiration or renewal, based on an assessment of its continuing value to both parties. This MOU may be terminated at any time upon written notification by one party to the other.

Disclaimer

All activities conducted by PRA and Noblesville Parks and Recreation in furtherance of this MOU will be in accordance with local, state, and federal law.

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to execute this Memorandum of Understanding.

PARK Rx AMERICA

Noblesville Park Board

By: _____

By: Scott Noel

Name: John Henderson

Name: SCOTT NOEL

Title: Executive Director

Title: ACTING PRESIDENT

Noblesville Park Board

Wednesday, February 6, 2019

Subject: Board to consider advertising for bids for Center Restroom Remodel.

Applicant: NA

Agenda Item: New Business #5

Summary: Board to consider advertising for bids for the Seminary Park Remodel designed by Mader Design.

Recommendation: Staff recommends approval of advertising for bids as presented

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

Park Terms and Definitions:

Summary:

This item is approval from the board to advertise for bids for the renovation of Seminary Park. The board approved a contract with Mader Design and that design is 95% complete. Bid packets will be available for contractors on February 15th and be due and opened publically on March 1. Bids will be accepted and opened with the City Clerk and the City Attorney. Staff will bring a recommendation to the March 6th meeting assuming we receive bids within budget, and we anticipate construction to begin as soon as the weather breaks. Anticipating a timeline for construction as this point is premature.

Background:

NA

Recommendation:

Staff recommends approval of advertising request for renovation of Seminary Park.