



Noblesville Park Board Meeting
Wednesday, April 17, 2019
Federal Hill Commons Green Room
8:00 a.m.

Noblesville Parks & Recreation Board Agenda

Call to Order
Approval of Agenda
Approval of Minutes of March 6, 2019 Board Meeting

Financial

1. Approval of Claims – April 10th and 24th
2. Transfers and Appropriations

Reports

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

Old Business

1. Board to hear update about Forest Park Inn renovation
2. Board to hear update about Finch Creek Park Construction and consider Change Order 5
3. Board to consider bids for Seminary Park

New Business

1. Board to consider agreement with Experience Events
2. Board to consider update to the Not for Profit Rental Policy
3. Board to consider MOU with Edward Zlaty
4. Board to consider Special Board meeting on May 15th
5. Board to consider agreement with Amuze Products

Next Meeting May 1, 2019, The Green Room @ 6PM.

Upcoming Events

April 13: Easter Egg Hunt



Noblesville Parks and Recreation Board Minutes March 6, 2019

MEMBERS PRESENT: Laurie Dyer, Steve Rogers, Scott Noel

OTHERS PRESENT: Brandon Bennett, Director; Mike Hoffmeister, Assistant Director; Gary Deakyne, Director of Golf, Abigail Hash, Board Secretary; Nichole Haberlin, Director of Recreation; John Cook, Mayor's Youth Council; Ellie Payne, Mayor's Youth Council; Trevor Rice, Mayor's Youth Council; Joseph Gassensmith, Mayor's Youth Council; Aidan Biddle, Mayor's Youth Council; Carys Wisnewski, Mayor's Youth Council; Nick Beeson, Mayor's Youth Council; Grace Wiler, Mayor's Youth Council; Michelle Glodowski, Administrative Manager; Mayor Ditsler, Mayor;

CALL TO ORDER: Meeting was called to order by Laurie Dyer at 5:59pm. Mr. Noel 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 requested that New Business #4 be moved before old business so the Mayor's Youth Council can leave after they present if they desire, Mr. Rogers seconded, agenda passed unanimously.

APPROVAL OF MINUTES of February 6, 2019. Mrs. Dyer asked for the approval of February 6, 2019 minutes. Mr. Rogers moved to approve the minutes for the February 6, 2019 Board meeting as presented and Mr. Noel seconded this motion, the motion passed unanimously.

FINANCIAL:

1. Approval of Claims for March 12 & 26, 2019

Mr. Rogers 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. We had more participation in February 2019 than we did in 2018, which is fantastic. We also have a new group that will be moving into the auditorium. Hope Inc. will be moving in tomorrow and they will be having 4 shows per year.

2. Director of Golf Report

a. Gary Deakyne gave the Golf Report. There is not a lot of golf news, in the process of getting the facilities ready to go. We will be ready to open any time after next Monday. The golf course has made over \$1,000 on on-line sales so far this year. We are also making some headway on ways to bring in some non-golf revenue. On Friday we have a meeting with our new golf committee. That will have 2 City Council members, Park Board, Park Staff, and some regular golfers at our facilities.

3. Assistant Director Report

- a. Mike Hoffmeister gave the Assistant Director Report. Our final two positions will be filled next Monday. Once those two are hired we are full staffed going into 2019. Over the next two weeks our event schedule will be coming up. We have a big season coming up and also we have a partnership with the Motor Speedway for their "this is may" event to push the race. Park Foundation met this morning and made some changes to their bylaws, which will be gone over later in the meeting.

OLD BUSINESS

1. Board to hear update about Forest Park Inn renovations.
 - a. We are well on the way, we are officially located in City Hall at the Planning Department. We will be there until May 20th. The Inn offices are gutted, so the next step will be digging holes and pouring footers. We are just waiting on weather, which will hopefully be next week.
2. Board to hear update about Finch creek Park Construction
 - a. We are moving along, the maintenance building is ahead of schedule. They are starting to get back into the ground a little bit putting electric and fiber in the ground. We are still looking at a June or July opening on this and now we are looking at getting all the owner supplies, playground equipment, spray grounds and things of that nature.
3. Board to hear update about Midland Trace Trailhead Artwork
 - a. Cindy Haas from Keep Noblesville Beautiful. You have two of the entries from the artist that we are thinking we are moving forward with. We are planning on moving for with Kevin Hass, they were both talented, but Kevin's price was more reasonable. What we are asking of the Park Board consider is the idea of this artwork. What we are here to discuss is that once the structure is put up then we will hand the ownership to the Parks Dept. We hope to have this completed and installed in July. These would be located parallel to Hazel Dell Parkway. Tim Stottlemeyer has offered to help with the footing for the design. Darren Peterson has come up with the MOU for this project. Each sponsorship will get their own jersey to place their sponsorship on. Steve Rogers asked if there was a way to get sponsorships without putting a sponsorship on the jersey. Suggests that having the sponsorships on the jersey will look more like a commercial then a piece of art. Cindy Haas stated we are also looking at doing an arch of boats on the median on Hague and Carrigan. Noel make a motion to move forward with the Artwork with Kevin Hass, Mr. Rogers second the motion, the motion passed unanimously.

NEW BUSINESS

1. Board to consider agreement with AutoFrost
 - a. AutoFrost will provide Blue Bunny Ice Cream in a vending machine outside the carousel for the months of April – October. This machine will be stocked and managed by AutoFrost with a revenue share coming back to the parks that increases and decreases with volume of sales. Mr. Scott Noel asked if there was insurance due to destruction. Nichole Haberlin responded that we would not need insurance since we will not be purchasing the machine, just having it on our property. Mr. Noel made a motion to approve the agreement with AutoFrost, Mr. Rogers seconded, the motion passed unanimously.
2. Board to consider appointment to the Park Foundation Board
 - a. Mike Hoffmeister presented that per the Noblesville Park Foundation by-laws, the Park Board has one appointment to the Park Foundation Board. This appointment can be either a Park Board member or not. Brandon Bennett and I approached Laurie Dyer as we would love to have the President of the Park Board sit on the Foundation Board. So what we are asking is for the other members of the Park Board to nominate Laurie Dyer as the Park Board member to sit on the Park Foundation Board. Mr. Noel made a motion to approve the nomination of Laurie Dyer to the Park Foundation Board, Mr.

Rogers seconded, the motion passed unanimously.

3. Board to consider contract with JJ Keegan for Golf Consulting
 - a. JJ Keegan is a golf consultant that does work across the country and most recently at Brookshire golf course in Carmel, IN. JJ will review our golf operation and provide insight on the municipal golf operations across the country, explore the options for non-golf revenue, give recommendations on improvements that we could make, provide statistics for municipal golf, home values around golf courses and provide other general golf consultation and review. Brandon Bennett stated that this is the consultant we talked about in the joint meeting with the park board and council. This was something both boards would like us to approve. We have taken this to the finance committee to go to the council to recommend funding for this. We would either transfer money from our 108 contingency fund or our 108 existing budget to transfer over to the Golf Budget. We believe at the end of the day we will get approval to hire JJ. At the end of this we will end up with several deliverables as well as a 5 year plan and recommendations to improve our golf program. Once this board approves it we will go back to the finance committee and then back to the city Council for approval. The exact numbers of this contract were not included in this packet, but have been received. Scott Noel, what if JJ comes back with expensive recommendations, is the City Council willing to pay the cost of these changes. Mr. Bennett responded that we aren't sure what the Council will approve, but either way we think the deliverables, which include the 5 year plan, are worth the investment to have JJ come out. Any other changes will be decided by the Board and Council at a later date. On another note, the Darlington Cookie factory is looking to move out of the building next to Fox Prairie. We are looking into options with this facility and ways it may be able to bring in some non-golf revenue. We have sent the paperwork that we have received from City Council to look over. When JJ comes in to look at the facilities he will also be meeting with City Council and the Park Board to listen and receive input from everyone. With the input as well as the data he collects we hope that there will be a way for us to make some of his recommendations happen, but if not we he will be providing us with a 5 year plan to help us reach our goals. Mr. Noel made a motion to approve the contract with JJ Keegan golf consultation, Mr. Rogers seconded, the motion was approved unanimously.
4. Board to hear presentation from Mayor's Youth Council on Little Libraries in parks.
 - a. Grace Wiles presented on behalf of the Mayor's Youth Council. Would like to propose the free library receptacles in the park. This would promote literacy, parks, and the city of Noblesville. This project is reliant on a grant from Duke Energy. If we are unable to get the grant then we do have a plan to get boxes from Nuvo, which will go out of business. The plan for these boxes is to have one go to each elementary school art teacher. Each school will design, paint, and decorate, a box that will then be placed in the park. We are asking for your support since we will be placing these within the parks and would like to have it completed before the end of the school year. We are hoping to also do a book drive at schools, going to libraries and asking for donations, or even trying to have a book drive at some of the summer concerts. We also thought about having some of the books in the box that may have a book of the month theme that goes with the month, such as "black history month." Submission for the grant will go in tomorrow and they hope to know within the next two weeks. Brandon Bennett spoke on behalf of the Parks and Recreation Department stating that he, Kristi and Michelle Glodowski, and Mayor Ditsler met with the youth council last week. They presented it to us in a very professional way. We support this project 100%. They understand that this is on an honor system and something they will have to maintain. Kristi Spehler is helping write the grant process and the Foundation Board today

approved to be the acceptor of this grant and the money would go into the 501C3 and they would hold that money for us and then any expenses that council had would then be founded out of that grant through the Foundation. Mr. Noel made a motion to approve the Little Libraries to go into the parks, Mr. Rogers seconded, motion was passed unanimously.

Brandon Bennet that stated that the sign for Federal Hill Commons was destroyed about an hour before this meeting. We are already in talks with the contractor that built the wall as well as our insurance agency to get this going immediately.

With no other business to discuss, Mr. Noel made a motion to adjourn and Mrs. Dyer seconded this motion. Mrs. Dyer adjourned the meeting at 6:42pm.

Next meeting: Wednesday, April 10; The Green Room @ 6:00pm


Abigail P. Hash, Secretary


Laurie Dyer, President

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


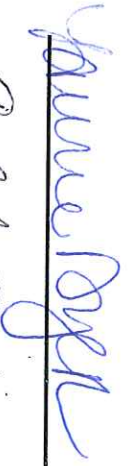

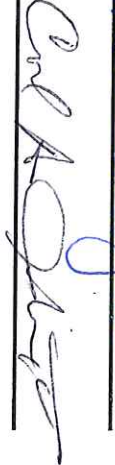

Fiscal Officer

ALLOWANCE OF ACCOUNTS PAYABLE VOUCHERS

CITY OF NOBLESVILLE

We have examined the Accounts Payable Vouchers listed on the foregoing Register of Accounts Payable Vouchers consisting of 11 pages and except for accounts payables not allowed as shown on the Register such accounts payables are hereby allowed in the total amount of \$ 255,052.35

Dated this 17 day of April, 2019.

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		_____
	_____	_____

Signatures of Governing Board

Fund Report
All Funds
For the month of February 2019
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
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**Bank 0

101 GEN	16782993.43	3366936.54	8132883.46	14026855.08	1905883.95	3915692.52	12017046.51
103 DEFER	331281.33	6260.00	787.17	333011.33	4230.00	487.17	336754.16
104 LECE	140564.93	5878.00	43382.47	138298.55	2680.00	37918.09	103060.46
105 ASSET FORF	0.00	0.00	0.00	0.00	0.00	0.00	0.00
106 MVH	4109161.53	377662.89	1305807.43	3350239.82	186151.78	355374.61	3181016.99
107 LRS	2577462.32	218004.20	118.96	2688335.08	107131.44	118.96	2795347.56
108 PARKS	552391.73	30011.88	329230.97	423728.53 ✓	12486.33 ✓	183042.22 ✓	253172.64 ✓
109 PARKS CAP	126572.87	66730.78	500.00	129000.92 ✓	64302.73 ✓	500.00 ✓	192803.65 ✓
110 PARKS PRGMS	0.00	52020.55	98466.85	-22392.07 ✓	18298.82 ✓	42353.05 ✓	-46446.30 ✓
111 PARKING	620848.76	27123.53	12447.85	632914.33	8766.54	6156.43	635524.44
112 DTWN DEV	319498.26	500000.00	20351.94	816998.26	0.00	17851.94	799146.32
113 ALARM	9738.43	0.00	0.00	9738.43	0.00	0.00	9738.43
114 FIRE CUM	1281101.49	0.00	0.00	1281101.49	0.00	0.00	1281101.49
116 FIRE PENS	701389.30	0.00	118681.02	622243.62	0.00	39535.34	582708.28
117 POLICE PENS	571173.63	0.00	50904.96	53721.99	0.00	16943.32	520268.67
118 DISCOIT SINKING	1197906.59	0.00	0.00	1197906.59	0.00	0.00	1197906.59
120 CCD	1829371.75	0.00	16321.68	1829371.75	0.00	16321.68	1813050.07
123 CITY SIGN	7211.00	0.00	0.00	7211.00	0.00	0.00	7211.00
124 CCI	364798.72	0.00	8070.27	356728.45	0.00	0.00	356728.45
130 ECO INCENT REVO	1000000.00	0.00	0.00	1000000.00	0.00	0.00	1000000.00
132 HAZ MAT RWB	5.42	0.00	0.00	5.42	0.00	0.00	5.42
140 PROMO	15194.85	0.42	8283.17	13774.89	0.42	6863.21	6912.10
142 REC PERP	41291.32	2284.00	16.04	42427.28	1132.00	0.00	43559.28
144 SCH SALE	250852.26	0.00	0.00	250852.26	0.00	0.00	250852.26
150 FINCH CRK CONST	430261.16	0.00	360011.77	106073.13 ✓	0.00 ✓	35763.74 ✓	70249.39 ✓
151 HOLD - MAJOR RD IMPRV	0.00	0.00	0.00	0.00	0.00	0.00	0.00
152 HOLD - RAIL YARD REHAB	3700.00	0.00	0.00	3700.00 ✓	0.00 ✓	0.00 ✓	3700.00 ✓
157 TRAIL MAINT	220351.78	0.00	0.00	220351.78	0.00	0.00	220351.78

Fund Report

Date: 03/14/2019 09:02:24

All Funds

User ID: HTRXLER

For the month of February 2019

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	1102443.52	0.00	0.00	1102443.52	0.00	0.00	1102443.52
163 RAINY DAY	11833846.92	266101.00	0.00	11943257.92	156690.00	0.00	12099947.92
198 PARK IMPACT	1751866.59	133628.50	67543.20	1750448.78	67776.50	273.39	1817951.89
199 ROAD IMPACT	7099353.44	339109.48	674404.15	6819777.19	137862.50	283580.92	6674058.77
201 DS/BLDG REF BONDS 2014	282086.93	0.00	1700.00	282086.93	0.00	1700.00	280386.93
202 DS/BLDG MORT BONDS 2001	63888.96	0.00	0.00	63888.96	0.00	0.00	63888.96
203 DS/ECO LEASE REF BONDS 2013	264902.93	0.00	1700.00	263202.93	0.00	0.00	263202.93
204 DS/BLDG REF BONDS 2014B	727469.31	0.00	0.00	727469.31	0.00	0.00	727469.31
205 DS/BLDG REF BONDS 2016	336274.44	0.00	0.00	336274.44	0.00	0.00	336274.44
206 DS/ECO LEASE REF BONDS 2015	0.00	0.00	0.00	0.00	0.00	0.00	0.00
207 DS/PARK BONDS 2018	9629.00	0.00	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	8293104.36	0.00	0.00	8293104.36	0.00	0.00	8293104.36
258 DP/FINCH CRK PARK	7367150.00	0.00	2192969.55	5554506.30	0.00	380325.85	5174180.45
291 DP/EQUIP LOANS - IN TREAS	20177.23	0.00	0.00	20177.23	0.00	0.00	20177.23
401 UNEMP SEL-FINS	29440.22	0.00	0.00	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
500 RDC PRO SRVCS	0.00	0.00	0.00	0.00	0.00	0.00	0.00
501 STONEY CRK E TIF	1037814.88	0.00	4907.50	1033790.73	0.00	883.35	1032907.38
502 BUS PARK TIF	303907.72	0.00	0.00	303907.72	0.00	0.00	303907.72
503 DTWN TIF	427543.31	0.00	2783.75	427049.56	0.00	2290.00	424759.56
504 CCW TIF	608964.45	0.00	601345.00	608964.45	0.00	601345.00	7619.45
505 CCE TIF	147089.50	0.00	127100.00	19989.50	0.00	0.00	19989.50
506 HZLDELL RD TIF	962474.64	0.00	0.00	962474.64	0.00	0.00	962474.64
507 SMC TIF	0.00	0.00	0.00	0.00	0.00	0.00	0.00
508 BERG-TEG TIF	231201.94	0.00	0.00	231201.94	0.00	0.00	231201.94
509 HTG TIF	2576435.47	0.00	270662.91	2530602.13	0.00	224829.57	2305772.56
510 SR37&146TH TIF	769243.15	0.00	0.00	769243.15	0.00	0.00	769243.15
512 PLEAS ST TIF	0.00	0.00	0.00	0.00	0.00	0.00	0.00
550 DP/FIELD DR BRG	105121.74	0.00	0.00	105121.74	0.00	0.00	105121.74

Fund Report
All Funds

For the month of February 2019
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
558 DP/IVY TECH-PS BLDG-SALT BARN	41621.22	0.00	0.00	41621.22	0.00	0.00	41621.22
601 POLICE DONATE	23389.74	0.00	650.05	22739.69	0.00	0.00	22739.69
602 FIRE DONATE	8158.59	0.00	0.00	8158.59	0.00	0.00	8158.59
603 EVENT SPONSORS	95296.05	11031.62	2898.00	103279.67	350.00 ✓	0.00 ✓	103629.67
604 PARK DONATE	330.00	0.00	0.00	330.00	0.00	0.00	330.00
605 TREE BRD DONATE	8306.52	0.00	0.00	8306.52	0.00	0.00	8306.52
606 CEMETERY DONATE	50.00	0.00	0.00	50.00	0.00	0.00	50.00
611 CDBG	0.00	0.00	0.00	0.00	0.00	0.00	0.00
612 DOJ BPV GRANT	0.00	0.00	0.00	0.00	0.00	0.00	0.00
613 MMD TRC TRL GRANT	-40575.95	38529.53	7024.82	-19812.37	10741.13	0.00	-9071.24
614 19TH & PLEAS GRANT	-21141.20	0.00	76082.95	-87176.45	0.00	10047.70	-97224.15
615 186TH & CUMBER GRANT	0.00	0.00	0.00	0.00	0.00	0.00	0.00
616 GREEN & HOWE GRANT	0.00	0.00	0.00	0.00	0.00	0.00	0.00
630 IND DEV GRANT	0.00	0.00	0.00	0.00	0.00	0.00	0.00
631 COM CROSS GRANT	0.00	0.00	0.00	0.00	0.00	0.00	0.00
632 QULP GRANT	0.00	0.00	0.00	0.00	0.00	0.00	0.00
800 COURT SERV	6956.50	11705.55	11710.55	7016.50	5563.80	5628.80	6951.50
801 REV HLD/UTIL	3330.00	426975.59	406995.59	19819.21	148820.26	145329.47	23310.00
802 DOR HOLD	861.19	1293.73	1644.51	975.21	572.03	1036.83	510.41
803 CITY ESCROW	1050743.16	10000.00	0.00	1060143.16	0.00	0.00	1060143.16
804 DEF COMP HOLD	0.02	417028.70	417028.70	0.02	204538.34	204538.34	0.02
SubTotal Bank 0	80923866.93	6308316.49	15375217.24	75349719.11	3043978.57	6536731.50	71856866.18
**Bank 1							
700 CONTROL	20000.00	0.00	0.00	20000.00	0.00	0.00	20000.00
701 NET WAGES	0.00	0.00	0.00	0.00	0.00	0.00	0.00
702 DIRECT DEPOSIT	0.00	2787583.78	2787583.78	0.00	1397947.96	1397947.96	0.00
731 FEDERAL W/H TAX	0.00	401789.57	401789.57	0.00	205896.94	205896.94	0.00
732 OASDI W/H TAX	0.00	189135.18	189135.18	0.00	94478.58	94478.58	0.00
733 MEDICARE W/H TAX	0.00	111247.74	111247.74	0.00	56101.86	56101.86	0.00

Installed by the CITY OF NOBLESVILLE-2013
 Accounts Payable Register

Page : 13
 Date: 04/02/2019 04:13:47 PM
 APVREGISTER.FRX

DATE FILED	APV #	NAME OF PAYEE	PO #	APPROP #	APPROPRIATION	DESCRIPTION	CHECK AMOUNT	CHECK #	DATE	MEMORANDUM
04/10/2019	188465	JX TRUCK CENTER		108025222.200	STR/MAINT&ADMN - VEH REPAIR PARTS	Z781251P	419.98	18367	04/10/2019	
04/10/2019	188464	INDIANA TESTING INC		108025315.100	STR/MAINT&ADMN - MED SERV	M38752	294.00	18275	04/10/2019	
04/10/2019	188468	ELIZABETH PURCELL		108025220.100	STR/MAINT&ADMN - GEN OPER SUPP	MAILBOX REPAIR	440.90	18313	04/10/2019	

SubTotal Department 025

30301.09

**Department 026 STR/IMPROV&REHAB

04/10/2019	188513	BUTLER FAIRMAN & SEUFERT INC		108026313.100	STR/IMPROV&REHA - ENG CONSULT	84547	55212.00	18258	04/10/2019	
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SubTotal Department 026

55212.00

SubTotal Fund 106

85913.09

**Fund 108 PARKS

**Department 020 PRKS/MAINT&ADMN

04/10/2019	188530	HOODS GARDENS		108020226.100	PRKS/MAINT&ADMN - LANDSCAP SUPP	44528	735.70	18261	04/10/2019	
04/10/2019	188458	CHAPMAN ELECTRIC SUPPLY		108020225.200	PRKS/MAINT&ADMN - BLDG REPAIR PARTS	1138896	20.31	18262	04/10/2019	
04/10/2019	188425	TAYLORED SYSTEMS INC		108020314.100	PRKS/MAINT&ADMN - SOFTWR LICENS & MAINT AG	074909	59.14	18267	04/10/2019	
04/10/2019	188425	TAYLORED SYSTEMS INC		108020314.100	PRKS/MAINT&ADMN - SOFTWR LICENS & MAINT AG	074908	41.95	18267	04/10/2019	
04/10/2019	188427	CAVE AND COMPANY PRINTING		108020390.100	PRKS/MAINT&ADMN - OTH SERV & CHRGS	20193	1679.49	18276	04/10/2019	
04/10/2019	188539	LOWES CREDIT SERVICES		108020220.100	PRKS/MAINT&ADMN - GEN OPER SUPP	02237	42.69	18340	04/10/2019	
04/10/2019	188539	LOWES CREDIT SERVICES		108020220.100	PRKS/MAINT&ADMN - GEN OPER SUPP	01510	29.12	18340	04/10/2019	
04/10/2019	188539	LOWES CREDIT SERVICES		108020220.100	PRKS/MAINT&ADMN - GEN OPER SUPP	01471	84.51	18340	04/10/2019	
04/10/2019	188539	LOWES CREDIT SERVICES		108020220.100	PRKS/MAINT&ADMN - GEN OPER SUPP	02922	16.70	18340	04/10/2019	
04/10/2019	188539	LOWES CREDIT SERVICES		108020225.200	PRKS/MAINT&ADMN - BLDG REPAIR PARTS	02129	219.64	18340	04/10/2019	
04/10/2019	188539	LOWES CREDIT SERVICES		108020226.100	PRKS/MAINT&ADMN -	14861	18.02	18340	04/10/2019	

Installed by the CITY OF NOBLESVILLE-2013
Accounts Payable Register

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04/10/2019	188539	LOWES CREDIT SERVICES		108020220.100	LANDSCAP SUPP	PRKSMINT&ADM - GEN OPER SUPP	-25.08 ✓	18340	04/10/2019	
04/10/2019	188383	THE MOWER SHOP		108020223.100	PRKSMINT&ADM - EQUIPT MAINT SUPP	172559 172559	50.73 ✓	18279	04/10/2019	
04/10/2019	188425	CDK REFRIGERATION		108020365.200	PRKSMINT&ADM - EQUIPT RENT CHRGS	19APRIL398	85.00 ✓	18321	04/10/2019	
04/10/2019	188542	PLYMATES IMAGE MATS		108020251.100	PRKSMINT&ADM - CLOTH & ACCESSORIES	2822779	84.97 ✓	18322	04/10/2019	
04/10/2019	188542	PLYMATES IMAGE MATS		108020361.100	PRKSMINT&ADM - FACILITY MAINT SERV	2824665	55.40 ✓	18322	04/10/2019	
04/10/2019	188542	PLYMATES IMAGE MATS		108020361.100	PRKSMINT&ADM - FACILITY MAINT SERV	2824448	24.10 ✓	18322	04/10/2019	
04/10/2019	188542	PLYMATES IMAGE MATS		108020361.100	PRKSMINT&ADM - FACILITY MAINT SERV	2822779	24.10 ✓	18322	04/10/2019	
04/10/2019	188542	PLYMATES IMAGE MATS		108020361.100	PRKSMINT&ADM - FACILITY MAINT SERV	2824667	62.11 ✓	18322	04/10/2019	
04/10/2019	188532	ADVANCED TURF SOLUTIONS		108020226.100	PRKSMINT&ADM - LANDSCAP SUPP	SCOT35660.1	1013.65 ✓	18336	04/10/2019	
04/10/2019	188540	NAPA AUTO PARTS		108020223.100	PRKSMINT&ADM - EQUIPT MAINT SUPP	173073	45.48 ✓	18307	04/10/2019	
04/10/2019	188540	NAPA AUTO PARTS		108020223.200	PRKSMINT&ADM - EQUIPT REPAIR PARTS	173179	103.22 ✓	18307	04/10/2019	
04/10/2019	188540	NAPA AUTO PARTS		108020222.100	PRKSMINT&ADM - VEH MAINT SUPP	173335	123.80 ✓	18307	04/10/2019	
04/10/2019	188389	VOICE MAIL VALUE INC		108020351.100	PRKSMINT&ADM - TELECOM SERV	524-1585	38.85 ✓	18320	04/10/2019	
04/10/2019	188534	LESTER RECREATION DESIGNS		108020226.100	PRKSMINT&ADM - LANDSCAP SUPP	19-03-05	5970.00 ✓	18317	04/10/2019	
04/10/2019	188384	NOBLESVILLE ACE HARDWARE		108020220.100	PRKSMINT&ADM - GEN OPER SUPP	1903-020344	17.23 ✓	18351	04/10/2019	
04/10/2019	188430	GREENCYCLE OF INDIANA INC		108020226.100	PRKSMINT&ADM - LANDSCAP SUPP	41901945	10.00 ✓	18354	04/10/2019	
04/10/2019	188430	GREENCYCLE OF INDIANA INC		108020226.100	PRKSMINT&ADM - LANDSCAP SUPP	41901989	10.00 ✓	18354	04/10/2019	
04/10/2019	188428	MEWARDS-GARMEI		108020225.100	PRKSMINT&ADM - BLDG MAINT SUPP	86623	79.97 ✓	18358	04/10/2019	

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04/10/2019	188428	MEMARDS-CARMEL		108020226.100	PRKSM/MAINT&ADMI - LANDSCAP SUPP	68623	3.49	18358	04/10/2019	
04/10/2019	188533	MUSSELMAN LANDSCAPE SOLUTIONS		108020226.100	PRKSM/MAINT&ADMI - LANDSCAP SUPP	00189444IN	1380.00	18286	04/10/2019	
04/10/2019	188377	REACH		108020314.100	PRKSM/MAINT&ADMI - SOFTWR LICENS & MAINT AG	59868	936.00	18376	04/10/2019	
04/10/2019	188365	HINCKLEY SPRINGS		108020365.200	PRKSM/MAINT&ADMI - EQUIPT RENT CHRGS	15007077031019	61.97	18261	04/10/2019	
04/10/2019	188478	MARTHA ALVAREZ		108020050.000	PRKSM/MAINT&ADMI - DEPOSIT RELEASE	2001229.002	200.00	18360	04/10/2019	
04/10/2019	188537	CERES SOLUTIONS COOPERATIVE INC		108020353.100	PRKSM/MAINT&ADMI - NAT/OTH GAS SERV	142878	329.43	18290	04/10/2019	
04/10/2019	188537	CERES SOLUTIONS COOPERATIVE INC		108020221.100	PRKSM/MAINT&ADMI - VEHICLE FUEL	1002	13.91	18290	04/10/2019	
04/10/2019	188537	CERES SOLUTIONS COOPERATIVE INC		108020221.100	PRKSM/MAINT&ADMI - VEHICLE FUEL	1533384	1898.58	18290	04/10/2019	
04/10/2019	188385	MEGHAN FLAHERTY RUHL		108020050.000	PRKSM/MAINT&ADMI - DEPOSIT RELEASE	2001222.002	600.00	18282	04/10/2019	
04/10/2019	188386	KRISTA MARSCHAND		108020050.000	PRKSM/MAINT&ADMI - DEPOSIT RELEASE	2001223.002	200.00	18233	04/10/2019	
04/10/2019	188387	DEANNE KINSEY		108020050.000	PRKSM/MAINT&ADMI - DEPOSIT RELEASE	2001224.002	209.00	18284	04/10/2019	
04/10/2019	188388	MICHELLE DOYLE		108020050.000	PRKSM/MAINT&ADMI - DEPOSIT RELEASE	2001225.002	209.00	18287	04/10/2019	
04/10/2019	188461	DENISE WITT		108020050.000	PRKSM/MAINT&ADMI - DEPOSIT RELEASE	2001231.002	200.00	18306	04/10/2019	
04/10/2019	188480	TRACY LANTHIER		108020050.000	PRKSM/MAINT&ADMI - DEPOSIT RELEASE	2001230.002	200.00	18309	04/10/2019	
04/10/2019	188477	MELISA PHILLIPS		108020050.000	PRKSM/MAINT&ADMI - DEPOSIT RELEASE	2001228.002	400.00	18311	04/10/2019	
04/10/2019	188528	KRISTINA LOVITT		108020050.000	PRKSM/MAINT&ADMI - DEPOSIT RELEASE	2001233.002	379.85	18314	04/10/2019	
04/10/2019	188528	KRISTINA LOVITT		108020050.000	PRKSM/MAINT&ADMI - DEPOSIT RELEASE	2001232.002	200.00	18314	04/10/2019	

SubTotal Department 020

18208.01

SubTotal Fund 108

18208.01

**Fund 110 PARKS PRGMS

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** Department 021 PRKS/GOLF										
04/10/2019	188382	REYNOLDS FARM EQUIPMENT		110021449.100	PRKS/GOLF - OTH OPER EQUIPT	PA0309	450.00 ✓	18286	04/10/2019	
04/10/2019	188380	AUTOMATIC SUPPLY		110021226.100	PRKS/GOLF - LANDSCAP SUPP	9001545-JN	105.08 ✓	18278	04/10/2019	
04/10/2019	188425	CDK REFRIGERATION		110021355.200	PRKS/GOLF - EQUIPT RENT CHRG	19APRIL398	261.00 ✓	18321	04/10/2019	
04/10/2019	188379	GARY DEAKYNE INC		110021390.100	PRKS/GOLF - OTH SERV & CHRG	CONTRACT	2250.00 ✓	18324	04/10/2019	
04/10/2019	188538	GRAINGER INC		110021224.100	PRKS/GOLF - HSEKEEPING SUPP	9098860984	21.53 ✓	18335	04/10/2019	
04/10/2019	188444	GRAINGER INC		110021224.100	PRKS/GOLF - HSEKEEPING SUPP	9108118812	1354.59 ✓	18335	04/10/2019	
04/10/2019	188540	NAPA AUTO PARTS		110021223.100	PRKS/GOLF - EQUIPT MAINT SUPP	173308	16.14 ✓	18307	04/10/2019	
04/10/2019	188540	NAPA AUTO PARTS		110021222.100	PRKS/GOLF - VEH MAINT SUPP	172213	154.78 ✓	18307	04/10/2019	
04/10/2019	188375	SITEONE LANDSCAPE SUPPLY		110021220.100	PRKS/GOLF - GEN OPER SUPP	89169958-001	799.41 ✓	18310	04/10/2019	
04/10/2019	188375	SITEONE LANDSCAPE SUPPLY		110021220.100	PRKS/GOLF - GEN OPER SUPP	89316054-001	1348.43 ✓	18310	04/10/2019	
04/10/2019	188479	COMMUNITY STATE BANK		110021331.100	PRKS/GOLF - PRINC PYMT	22001141-1005	5409.17 ✓	18364	04/10/2019	
04/10/2019	188479	COMMUNITY STATE BANK		110021382.100	PRKS/GOLF - INT PYMT	22001141-1005	179.38 ✓	18364	04/10/2019	
04/10/2019	188377	REACH		110021314.100	PRKS/GOLF - SOFTWR LICENS & MAINT AGRNITS	59867	458.00 ✓	18375	04/10/2019	
04/10/2019	188366	TEAM GOLF		110021220.100	PRKS/GOLF - GEN OPER SUPP	00802520	451.45 ✓	18285	04/10/2019	
04/10/2019	188429	PING		110021220.100	PRKS/GOLF - GEN OPER SUPP	14610021	797.90 ✓	18303	04/10/2019	
04/10/2019	188429	PING		110021220.100	PRKS/GOLF - GEN OPER SUPP	14532210	-50.00 ✓	18303	04/10/2019	
04/10/2019	188429	PING		110021220.100	PRKS/GOLF - GEN OPER SUPP	14510022	287.78 ✓	18303	04/10/2019	
04/10/2019	188429	PING		110021220.100	PRKS/GOLF - GEN OPER SUPP	14510009	61.44 ✓	18303	04/10/2019	
04/10/2019	188449	SRIXON/CLEVELAND GOLF/XXIO		110021220.100	PRKS/GOLF - GEN OPER SUPP	5601780 SO	71.20 ✓	18315	04/10/2019	
04/10/2019	188449	SRIXON/CLEVELAND		110021220.100	PRKS/GOLF - GEN OPER SUPP	5603245 SO	734.92 ✓	18315	04/10/2019	

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04/10/2019	188378	GOLF/XOXO TAYLOR MADE		110021220-100	PRKS/GOLF - GEN OPER SUPP	36607955	888.36	18356	04/10/2019	
04/10/2019	188537	CERES SOLUTIONS COOPERATIVE INC		110021223-100	PRKS/GOLF - EQUIPT MAINT SUPP	234089	155.15	18290	04/10/2019	
04/10/2019	188381	J & M GOLF		110021220-100	PRKS/GOLF - GEN OPER SUPP	0567150-IN	1285.80	18330	04/10/2019	
04/10/2019	188374	LUXOTTICA		110021220-100	PRKS/GOLF - GEN OPER SUPP	8801841077	205.26	18280	04/10/2019	
04/10/2019	188376	SUPREME INTERNATIONAL LLC		110021220-100	PRKS/GOLF - GEN OPER SUPP	V1907206	996.19	18284	04/10/2019	
SubTotal Department 021							18733.06			
**Department 022 PRKS/REC										
04/10/2019	188511	RECREATION UNLIMITED		110022449-100	PRKS/REC - OTH OPER EQUIPT	30354	86.00	18328	04/10/2019	
04/10/2019	188392	JENNIFER CAYLOR		110022050-000	PRKS/REC - DEPOSIT RELEASE-UNSPC	20012193002	8.00	18283	04/10/2019	
04/10/2019	188393	CINDY BEDNARCIK		110022050-000	PRKS/REC - DEPOSIT RELEASE-UNSPC	2001217-002	8.00	18294	04/10/2019	
SubTotal Department 022							102.00			
SubTotal Fund 110 18835.06										
**Fund 111 PARKING										
**Department 004 POLICE										
04/10/2019	188448	COLUMBUS CANVAS PRODUCTS		111004211-200	POLICE - PRINT SUPPLIES	5363	1600.54	18301	04/10/2019	
04/10/2019	188512	PASSPORT LABS INC		111004314-100	POLICE - SOFTWARE LICENS & MAINT AGREEMENTS	95613	16012.50	18302	04/10/2019	
04/10/2019	188512	PASSPORT LABS INC		111004451-100	POLICE - LT DUTY LAND VEH	95614	16667.50	18302	04/10/2019	
SubTotal Department 004							34280.54			
SubTotal Fund 111 34280.54										
**Fund 112 DTWN DEV										
**Department 025 STR/MAINT&ADMIN										
04/10/2019	188510	ELECTRO PAINTING &		112025359-100	STR/MAINT&ADMIN - OTH	4711-30	5400.00	18319	04/10/2019	

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SubTotal Department 025												
SubTotal Fund 112												
**Fund 124	CCI							5400.00				
**Department 008 INFO TECH												
04/10/2019		188433	TAYLORED SYSTEMS INC		124008442.100	CCI - INFO TECH - COMPUT & 7740-1	IT EQUIPT	22053.60		18267	04/10/2019	
SubTotal Department 008												
SubTotal Fund 124												
**Fund 140 PROMO												
**Department 004 POLICE												
04/10/2019		188411	T & T SALES & PROMOTIONS		140004394.900	POLICE - OTH PROMO	CHRG	523.73		18350	04/10/2019	
04/10/2019		188445	ADRIENES FLOWERS & GIFTS		140004390.100	POLICE - OTH SERV & CHRG	007035	87.95		18274	04/10/2019	
SubTotal Department 004												
**Department 005 FIRE												
04/10/2019		188496	HITTLE FLORAL DESIGN		140005390.100	FIRE - OTH SERV & CHRG		80.00		18338	04/10/2019	
SubTotal Department 005												
**Department 020 PRKS/MAINT&ADMIN												
04/10/2019		188531	LC2 PROMOTIONS LLC		140020394.100	PRKS/MAINT&ADMIN - PROMO	NOVLTS & MATLS	247.24		18361	04/10/2019	
04/10/2019		188531	LC2 PROMOTIONS LLC		140020394.100	PRKS/MAINT&ADMIN - PROMO	NOVLTS & MATLS	329.89		18361	04/10/2019	
04/10/2019		188531	LC2 PROMOTIONS LLC		140020394.100	PRKS/MAINT&ADMIN - PROMO	NOVLTS & MATLS	229.87		18361	04/10/2019	
SubTotal Department 020												
SubTotal Fund 140												
**Fund 198 PARK IMPACT												
**Department 029 PRKS/IMPROV&REHAB												
SubTotal Department 029												
SubTotal Fund 140												

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04/10/2019		188391	LEHMAN & LEHMAN INC		198023390.100	PRKS/IMP/PROV&REH - OTH	19-032	2305.28	18323	04/10/2019	
04/10/2019		188391	LEHMAN & LEHMAN INC		198023390.100	PRKS/IMP/PROV&REH - OTH	19-033	1808.52	18323	04/10/2019	
04/10/2019		188391	LEHMAN & LEHMAN INC		198023390.100	PRKS/IMP/PROV&REH - OTH	19-031	1905.00	18323	04/10/2019	
SubTotal Department 023											
SubTotal Fund 198											
58718.80											
58718.30											

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**Fund 199 ROAD IMPACT											
**Department 026 STR/IMP/PROV&REHAB											
04/10/2019		188513	BUTLER FAIRMAN & SEUFERT INC		199026313.100	STR/IMP/PROV&REHA - ENG	88548	71185.00	18258	04/10/2019	
04/10/2019		188519	USI CONSULTANTS		199026313.100	STR/IMP/PROV&REHA - ENG	8867	1687.90	18305	04/10/2019	
04/10/2019		188519	USI CONSULTANTS		199026313.100	STR/IMP/PROV&REHA - ENG	8925	1568.00	18305	04/10/2019	
04/10/2019		188519	USI CONSULTANTS		199026313.100	STR/IMP/PROV&REHA - ENG	8872	2872.53	18305	04/10/2019	
SubTotal Department 026											
77313.43											
77313.43											

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**Fund 300 SEW WRKS OPR											
**Department 000 NON DEPT											
04/10/2019		188296	SEWAGE WORKS DEPRECIATION		300000012.000	NON DEPT - UTIL CASH	MARCH/DEP 307-012.000 - ADJ	73917.00	29245	04/10/2019	
04/10/2019		188295	SEWAGE REVOLVING LOAN 307		300000012.000	NON DEPT - UTIL CASH	MARCH/DEP 307-012.000	8333.33	29250	04/10/2019	
04/10/2019		188294	TRANSFER TO SINKING FUND		300000012.000	NON DEPT - UTIL CASH	MARCH/DEP 302-012	367526.67	29241	04/10/2019	
04/10/2019		188419	HALO HAIR STUDIO		300000062.000	NON DEPT - UTILITY FEE	215 SHERIDAN RD	46.80	29243	04/10/2019	
04/10/2019		188311	AMY & CHRIS BOONE		300000062.000	NON DEPT - UTILITY FEE	19595 WAGON TRAIL DR	47.53	29252	04/10/2019	
04/10/2019		188312	RANDY BEELER		300000062.000	NON DEPT - UTILITY FEE	1550 HAMILTON DR	5.12	29253	04/10/2019	
SubTotal Fund 199											
77313.43											

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04/24/2019	188933	CERES SOLUTIONS COOPERATIVE INC		110021222.200	PRKS/GOLF - VEH REPAIR PARTS	234669	165.45		/ /	
SubTotal Department 021							17749.79			

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**Department 022 PRKS/REC										
04/24/2019	188901	SAMS CLUB DIRECT		110022220.100	PRKS/REC - GEN OPER SUPP	000000	221.70		/ /	
04/24/2019	188702	SAFE SITTER INC		110022220.100	PRKS/REC - GEN OPER SUPP	61463	1728.00		/ /	
04/24/2019	188919	TERI RUSSELL		110022390.100	PRKS/REC - OTH SERV & CHRGS		411.00		/ /	
04/24/2019	188920	DIANA MILLER		110022390.100	PRKS/REC - OTH SERV & CHRGS		462.00		/ /	
04/24/2019	188703	AMANDA HIRONS		110022050.000	PRKS/REC - DEPOSIT	2001235.002	20.00		/ /	
04/24/2019	188704	AMANDA BURWELL		110022050.000	PRKS/REC - DEPOSIT	2001242.002	58.00		/ /	
04/24/2019	188705	THERESA MASON		110022050.000	PRKS/REC - DEPOSIT	2001241.002	30.00		/ /	
04/24/2019	188706	KYE DILLARD		110022050.000	PRKS/REC - DEPOSIT	2001240.002	30.00		/ /	
04/24/2019	188934	DAVID HANCOCK		110022050.000	PRKS/REC - DEPOSIT	2001250.002	125.00		/ /	
SubTotal Department 022							3085.70			
SubTotal Fund 110							20335.49			

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**Fund 111 PARKING											
**Department 004 POLICE											
04/24/2019	188841	TRAF-O-TERIA SYSTEM		111004211.200	POLICE - PRINT SUPPLIES		455.02		/ /		
04/24/2019	188835	MERCEDES BENZ FINANCIAL SERVICES		111004363.100	POLICE - VEH MAINT SERV	6000001955	80.00		/ /		
SubTotal Department 004							535.02				
SubTotal Fund 111							535.02				

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**Fund 112 DTWN DEV											
**Department 023 PRKS/IMPROV&REHAB											
04/24/2019	188890	MADER DESIGN LLC		112023319.100	PARKS/IMPROV&REH - OTH	944	1127.44		/ /		
SubTotal Department 023							1127.44				

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SubTotal Department 023										
SubTotal Fund 112							1127.44			
SubTotal Fund 112							1127.44			
**Fund 124 CCI										
**Department 008 INFO TECH										
04/24/2019	188725	NETWRX		124008442.100	CCI - INFO TECH - COMPUT & 42281	IT EQUIPT	5710.50		/ /	
SubTotal Department 008							5710.50			
SubTotal Fund 124							5710.50			
**Fund 140 PROMO										
**Department 004 POLICE										
04/24/2019	188636	NOBLESVILLE TROPHIES		140004394.900	POLICE - OTH PROMO	CHRG	76.50		/ /	
04/24/2019	188730	ADRIENES FLOWERS & GIFTS		140004390.100	POLICE - OTH SERV & CHRG	007140	87.95		/ /	
04/24/2019	188730	ADRIENES FLOWERS & GIFTS		140004390.100	POLICE - OTH SERV & CHRG	007129	87.95		/ /	
SubTotal Department 004							252.40			
**Department 005 FIRE										
04/24/2019	188859	FOREMOST PROMOTIONS		140005394.100	FIRE - PROMO NOVLT & MATLS		447.92		/ /	
04/24/2019	188868	NOBLESVILLE TROPHIES		140005393.100	FIRE - EMP RECOG CHRG		62.50		/ /	
04/24/2019	188858	EMBASSY SUITES NOBLESVILLE		140005393.100	FIRE - EMP RECOG CHRG	AWARDS BANQUET	1000.00		/ /	
SubTotal Department 005							1480.42			
**Department 020 PRKSMINT&ADMIN										
04/24/2019	188932	LC2 PROMOTIONS LLC		140020394.100	PRKSMINT&ADMIN - PROMO	NOVLT & MATLS	317.26		/ /	
04/24/2019	188934	ADRIENES FLOWERS & GIFTS		140020390.100	PRKSMINT&ADMIN - OTH SERV & CHRG		67.95		/ /	
04/24/2019	188697	THATS GREAT NEWS		140020394.900	PRKSMINT&ADMIN - OTH PROMO CHRG		240.90		/ /	
SubTotal Department 020							626.11			

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DATE FILED	APV #	NAME OF PAYEE	PO #	APPROP #	APPROPRIATION	DESCRIPTION	AMOUNT	CHECK #	DATE	MEMORANDUM
SubTotal Fund 140										
**Fund 150 FINCH CRK CONST										
**Department 023 PRKS/IMPROV&REHAB										
04/24/2019	188734	MIRACLE RECREATION		150023449.100	PRKS/IMPROV&REH - OTH	OPER EQUIPT	809846	55449.39	✓	///
SubTotal Department 023										
SubTotal Fund 150										
**Fund 199 ROAD IMPACT										
**Department 024 ENGINEER										
04/24/2019	188906	A & F ENGINEERING		199024313.100	ENGINEER - ENG CONSULT		163822	10187.50	///	
SubTotal Department 024										
**Department 025 STR/IMPROV&REHAB										
04/24/2019	188898	USI CONSULTANTS		199026313.100	STR/IMPROV&REHA - ENG	CONSULT	8943A	1084.12	///	
04/24/2019	188906	A & F ENGINEERING		199026313.100	STR/IMPROV&REHA - ENG	CONSULT	16399	13680.00	///	
SubTotal Department 026										
SubTotal Fund 199										
**Fund 258 DP/FINCH CRK PARK										
**Department 023 PRKS/IMPROV&REHAB										
04/24/2019	188734	MIRACLE RECREATION		258023449.100	DP/FIN - PRKS/IMPROV&REH	OTH OPER EQUIPT	809846	93880.67	✓	///
04/24/2019	188899	KOMPAN INC		258023449.100	DP/FIN - PRKS/IMPROV&REH	OTH OPER EQUIPT	INV95879	40522.00	✓	///
SubTotal Department 023										
SubTotal Fund 258										
**Fund 300 SEW WRKS OPR										
**Department 000 NON DEPT										
04/24/2019	188811	CORINA RELF		300000062.000	NON DEPT - UTILITY FEE	REFUND	14834 ALYSHEBA DR	118.76	///	

Fund Report for February 2019

NRO – REVENUE
 \$ 692.73- Golf
\$ 17,606.09- Rec.
\$ 18,298.82- TOTALS

NRO – BALANCE
 \$ (61,925.35) - Golf
\$ 15,479.05- Rec
(\$ 46,446.30) - TOTALS

NRO – DISBURSED
 \$ 28,236.35 - Golf
\$ 14,116.70 - Rec.*
\$ 42,353.05- TOTALS

NRC -- REVENUE
 \$ 64,302.73- Reg NRC
 \$ 0.00 - DuPont
\$ 0.00- Finch Creek PILOS
\$ 64,302.73- TOTALS

NRC – DISBURSED
 \$ 500.00- Reg NRC
 \$ 0.00 - DuPont
\$ 0.00 - Finch Creek PILOS
\$ 500.00 - TOTALS

NRC – BALANCE
 \$ 184,050.48 - Reg NRC
 \$ 6,552.01 - DuPont
\$ 2,201.16 - Finch Creek PILOS
\$ 192,803.65 - TOTALS



NOBLESVILLE PARKS AND RECREATION REPORT MARCH 2019

Enrollment: We had 858 participants in programs, which was an increase of 702 participants from March, 2018. February 2018. This increase is reflecting our daddy daughter dance moving from February to March as well as the continual high participations of Drop-In Programs. We also had 25 punch passes sold which is another 300 visits by drop-in participants. Spring Break Camp included with 26 weekly registered campers and 20 daily campers. This is a grand total of 1,204 participants.

<u>Recreation Annex Rentals</u>		<u>(July 1, 2018 – June 30, 2019)</u>		<u>Reserved</u>
Atrium/Auditorium	\$15,905	60%	=	\$11,113.50
Auditorium Staffing	\$645	0%		\$645.00
Gyms	\$20,000	50%	=	\$10,000
Gyms	\$24,845	80%	=	\$19,876.00
Gross	\$61,395	Parks		\$41,654.50 Parks Net

<u>POS Pickleball</u>	<u>(January 1 to Present)</u>	<u>Jan 29</u>
Sports Drop-In		\$2,680.00
Sports Passes		\$3,400.00
Dance Drop-In		\$150.00
Dance Passes		\$350.00
Fitness Drop-In		\$650.00
Fitness Passes		\$0.00
		\$7,230.00

<u>Miller Explorers</u>	<u>(August till Present)</u>	<u>Enrollments</u>
Explorer Participants		123
Student Participants		43
Scholarship Earned for Explorers		\$130.00

Auditorium

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

Young Life	Bubble Ball	March 5
Lion's Club Dodge Ball	Gym	March 16
Grand Park Basketball	Gym	April 26-28
Grand Park Basketball	Gym	May 17-19
Grand Park Basketball	Gym	July 5-13

Noble Kids Spring Break Camp **\$5,580 Parks Gross**

Week One 11
 Week Two 7
 Daily 35

Let's Go Sport Spring Break Camp **\$1, 573** **\$629.30 Parks Net**

Week One 8
 Daily 2

Adult					
Ball Room	Mondays	6:30-9:15pm	Inn-Main	13	-3
Pickleball Classes	Multi	Multi	Annex	18	-2
Curvy Girl Studio Adult	Multi	Multi	Lodge	35	
Instant Pot Class					
Fitness					
Yoga	Mon-Thurs	Various	Lodge	11	-1
Pilates	Mon & Wed	Am-PM	Inn	5	-3
Boot Camp	Mon & Wed	6:30-7:30pm	NWMS	4	0
Youth Programs					
Parent Night Out	Friday	6:00pm-9:00pm	Lodge	12	-7
Safe Sitter	Saturday	9:00am-3:00pm	Lodge	11	-5
Little's	Wednesday	10-11	Lodge	9	+1
Mini Explorers				7	
Miller Explorers	Mon-Fri	3:45-5:30	NS	9	-1
Tumbling	Thurs	6:00-6:45	Annex	0	-9
Girl Scouts	Saturdays		Annex/ Lodge	29G 12 A	
Curvy Girl	Multi	Multi	Lodge	79	
Family					
Father Daughter Dance	Thursday		Mill Top	330	
Drop -In Programs					
Social Dance	Tuesday		Inn	12	:Punch 1
Fitness			Lodge	23	Punch 0
Pickleball			Annex	239	Punch: 24
			Total	858	300

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

Noblesville Park Board

Wednesday, April 17, 2019

Subject: Board to consider Change order #5 for Finch Creek Park.

Applicant: NA

Agenda Item: Old Business 2

Summary: Board to consider change order 5 for Finch Creek Park.

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 5 for Finch Creek Park, including the following:

- | | | |
|---|---------------|----------|
| A. COR #14 – Maint. Fans | \$ 5,270.00 | 0 (zero) |
| <i>Had to switch out fans due to error on elec. schedules. This is a cost share with design team – KBSO committed.</i> | | |
| B. COR #15 – Water Meter Vault | \$ 2,051.00 | 0 (zero) |
| <i>Required modifications to the water service per IAW requirements.</i> | | |
| C. COR #16 – Irrigation Allowance Mods. | \$ (2,902.00) | 0 (zero) |
| <i>Finalization of irrigation allowance resulted in slight credit overall. (Still considering adding back in WQ unit if overall budget allows.)</i> | | |
| D. COR #17 – Fiber Conduit – City IT | \$ 8,726.00 | 0 (zero) |
| <i>City asked project to add conduit/ fiber runs to Maint. and Restroom buildings.</i> | | |
| E. COR #18 – Add Trailhead Epoxy Floor | \$ 910.00 | 0 (zero) |
| <i>Suggested add so all restroom floors match.</i> | | |
| F. COR #19 – Maintenance Bldg. Ducts | \$ 480.00 | 0 (zero) |
| <i>Contractor suggested a duct size increase to promote better performance.</i> | | |
| G. COR #20 – Site Elec. Conduit run south | \$ 2,669.00 | 0 (zero) |
| <i>RFI response yielded a suggested change in route. An additional conduit run could be useful in the future.</i> | | |
| H. PR #3 Opt. 1 – Play Layout & Add. Trees | \$ 37,762.00 | 0 (zero) |
| <i>This modifies the play layout, etc. as to add trees with wells that allow surfacing to be continuous.</i> | | |

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.: **05**
 DATE: **April 8, 2019**
 PROJECT NAME: **Finch Creek Park – Phase 01**
 PROJECT NO.: Context 14-72

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

<u>ITEM</u>	<u>AMOUNT</u> + or (-) Dollars	<u>SCHEDULE</u> (+) or (-) Days
A. COR #14 – Maint. Fans	\$ 5,270.00	0 (zero)
B. COR #15 – Water Meter Vault	\$ 2,051.00	0 (zero)
C. COR #16 – Irrigation Allowance Mods.	\$ (2,902.00)	0 (zero)
D. COR #17 – Fiber Conduit – City IT	\$ 8,726.00	0 (zero)
E. COR #18 – Add Trailhead Epoxy Floor	\$ 910.00	0 (zero)
F. COR #19 – Maintenance Bldg. Ducts	\$ 480.00	0 (zero)
G. COR #20 – Site Elec. Conduit run south	\$ 2,669.00	0 (zero)
H. PR #3 Opt. 1 – Play Layout & Add. Trees	\$ 37,762.00	0 (zero)

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

Contract Price prior to this Change Order:	\$ 7,223,078.00
Contract Price will be increased/decreased by this Change Order:	\$ 54,966.00
New Contract Price including this Change Order:	\$ 7,278,044.00

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

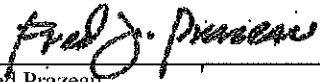
This Change Order is for full and final settlement of all direct, indirect, impact costs and time extensions of the requested work.

The Above Changes to the Contract are hereby

Recommended:

Accepted:

Approved:



 Fred Prazeau

 Don Myers

 Brandon Bennett, Director

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

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

Noblesville Parks and Recreation
 701 Cicero Road
 Noblesville, IN 46060

Date: 4/8/2019

Date: __/__/2018

Date: __/__/2018

Noblesville Park Board

Wednesday, April 17, 2019

Subject: Board to consider bids for Seminary Park Remodel.

Applicant: NA

Agenda Item: Old Business #3

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

Recommendation: Staff recommends rejection of bids as presented and permission to re-advertise and rebid.

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

Park Terms and Definitions:

Summary:

The project was bid as approved by the board and once company bid the project. The architect's estimate was around \$300k when we subtracted owner provided elements to the project. The bid, from Myers Construction was \$498,000. Obviously, it was over budget and with there being Federal money in the project, we were unable to do any value engineering or changes to the project as bid. We also have to invite more DBE's and minority owned businesses to bid the project. All that being said the attorney has recommended that we reject the submitted bid and rebid the project. We have met with the Architect, Jeff Mader and are working on refining the project so that it we can cut costs, performing some work in house and adding to owner provided items to avoid some of the markups. We feel with a few changes to the bid set and specs, we can get the bid where we need it to be to be able to afford the project.

Background:

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.

Recommendation:

Staff recommends rejection of submitted bid and request permission to advertise and rebid for renovation of Seminary Park.

Noblesville Park Board

Wednesday, April 17, 2019

Subject: Board to consider contract with Experience Events

Summary: Event Support for FHC Third Party events

Agenda Item: New Business Item #1

Recommendation: Staff recommend approving the contract

Prepared by: Erin Portman, Recreation Program Coordinator - Facilities
Department of Parks and Recreation
City of Noblesville
eportman@noblesville.in.us; 317-770-5750

Park Terms and Definitions:

Summary:

We have used Experience Events the past two event seasons' with the addition of Federal Hill Commons. Experience Events provides event support for third party event rentals such as Noblesville Cultural Arts events and the Rotary BrewBQ as to alleviate staff time working event rentals. We also require all events at Federal Hill Commons be staffed by either Parks staff or Experience Events staff.

Background:

Traci Broman with Experience Events is a great partner of ours. We've utilized her services for the last two event seasons' at Federal Hill Commons. Traci is formerly of Carmel Clay Parks & Recreation. This is a budgeted expense in the 108 Parks General Fund.

Recommendation:

Staff recommend approving the contract with Experience Events



AGREEMENT FOR SERVICES

THIS AGREEMENT FOR SERVICES (“Agreement”) is made and entered into the 23rd day of March, 2019, (“Effective Date”) by and between Experience Events, Inc., an Indiana corporation (“Experience Events”), and Noblesville Parks & Recreation (“Customer”). Experience Events and Customer are sometimes hereinafter referred to as the “Parties.”

RECITALS

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

WHEREAS, Experience Events desires to provide such services.

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

Section 1. Nature of Engagement.

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

Section 2. Event Details

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

Section 2. Responsibilities of the Parties

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

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

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

2.2. Customer Responsibilities:

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

Section 2. Compensation, Expenses and Charges.

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

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

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

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

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

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

Section 3. Relationship of Parties.

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

Section 4. Confidential Information.

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

Section 5. Intellectual Property.

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

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

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

Section 6. Term and Termination.

(a) Term: The "Term" of this Agreement shall be from the Effective Date until October 31, 2019.

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

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

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

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

Section 7. Limitation on Liability.

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

Section 8. Impracticability.

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

Section 9. Survival.

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

Section 10. Good Faith.

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

Section 11. Miscellaneous.

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

Section 12. Indemnification.

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

[SIGNATURE LINES ON FOLLOWING PAGE]

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

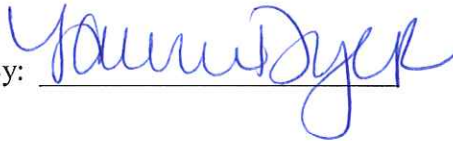
“Experience Events”

Experience Events, Inc.

By: _____

“Customer”

Noblesville Parks & Recreation.

By: 

Noblesville Park Board

Wednesday, April 17, 2019

Subject: Board to consider update to the Not for Profit Rental Policy

Summary: Small changes to the already existing policy

Agenda Item: New Business Item #2

Recommendation: Staff recommend approving policy update

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

Park Terms and Definitions:

Summary:

Staff have recommended small changes to the Not for Profit Rental Policy which explains how we rent our facilities to non-profits throughout the community. These changes include:

1. Adding 501(C)(4) and 501(c)(6) organizations to the list of approved non-profits
2. Clarification of weekday (Monday-Thursday) and weekend (Friday-Sunday)
3. Addition of the Recreation Annex as a rentable facility that honors Not for Profit rental rates

Background:

This policy was created to allow non-profits to get a price break when renting facilities within the Noblesville Parks & Recreation system. This includes other local government and the Noblesville School District.

Recommendation:

Staff recommend approving the updated Not for Profit Rental Policy



Facility Rental Policy for Not-for-Profit Organizations

Updated April 4, 2019

This policy is applicable to all non-profit and tax exempt organizations that are listed as 501(c)(3), 501(c)(4) and 501(c)(6). In order to be considered a not-for-profit organization, organizations are required to provide us with a copy of their certificate of incorporation and tax exempt form. Churches are only required to provide a copy of their tax exempt form.

Private Not for Profit Organizations – Forest Park Inn, Forest Park Lodge, Green Room: For the use of the Forest Park Inn, the Forest Park Lodge or the Green Room, Not for Profits will be charged the applicable Not for Profit rate (1/2 price) during the week (Monday-Thursday) or on weekends (Friday-Sunday). This includes, but not limited to, all scout groups, youth sports leagues/organizations, and school sports teams.

Private Not for Profit Organizations – Shelters: Not for Profits may reserve park shelters during the week (Monday-Thursday) at no charge. Weekend (Friday-Sunday) reservations shall be charged at the applicable Not for Profit rate.

Private Not for Profit Organizations – Recreation Annex at Ivy Tech Community College: Not for Profits may reserve facilities in the Recreation Annex at Ivy Tech Community College and shall be charged at the applicable Not for Profit rate based on the request form, rules and regulations set for the Recreation Annex.

Noblesville Schools Corporation: Noblesville Schools may use the Inn, Lodge or Green Room at no charge during the Park Offices' regular business hours. For multi-day rentals during the same week, during the day, the first day will be available at no charge but the schools will be charged park staff hourly rate of \$15/hr. with a minimum of 4 hours guaranteed. For after-hours rentals the schools must pay for the cost of parks staff at a rate of \$15 per hour (min 4 hrs.) plus a refundable \$200 facility deposit. Noblesville Schools may also use the outdoor shelters at no charge during the week (Monday-Thursday) and on weekends (Friday-Sunday) excluding the months of May through August where they will be charged the Not for Profit rate for weekend rentals. (This does not include private events for teachers such as retirement parties, etc. Those events will be charged at the Not for Profit rate)

Other School Corporations: All other school corporations will pay the applicable Not for Profit rate at all times and for all facilities.

Hamilton County or Other Government Offices: All Government offices will be charged the Not for Profit rate with the exception of HAMPAs Parks Departments. HAMPAs Departments are considered in kind and may use the facilities at no charge.

APPROVED BY THE NOBLESVILLE PARK BOARD ON APRIL 10, 2019


Laurie Dyer, Park Board President

Amended by the Noblesville Park Board on 4/17/2019

Noblesville Park Board

Wednesday, April 17, 2019

Subject: Board to consider update to the Edward Zlaty MOU in Recreation Annex Auditorium

Summary: Small changes to annual MOU

Agenda Item: New Business Item #3

Recommendation: Staff recommend approving MOU with Edward Zlaty- Band In Residence

Prepared by: Nichole Haberlin, Recreation Director
Department of Parks and Recreation
City of Noblesville
nhaberlin@noblesville.in.us; 317-770-5750

Park Terms and Definitions:

Summary:

Staff have recommended the renewal of MOU with Edward Zlaty band in residence at the Recreation Annex Auditorium

1. Zlaty will practice about twice a month in the Auditorium
2. Zlaty will provide 2-6 shows in the Auditorium with a revenue split of 15% ticket and concession back to parks
3. **The Christmas Show revenue split with increase to pay up to \$1,500 to the parks which will help cover the cost of all the practices in the facility for the year.**

Background:

This MOU was approved last year with Edward Zlaty providing a new sound board to the Auditorium

Recommendation:

Staff recommend approving the renewal of Edward Zlaty's MOU



Memorandum of Understanding Recreation Annex Auditorium

Between

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

And

Edward Zlaty's GMH Jazz Orchestra and The Cause (ZLATY)
5689 West Port drive
McCordsville, IN 46055

I. Purpose and Scope

1. The purpose of this MOU is to clearly identify the partnership between the Noblesville Parks & Recreation Department and Edward Zlaty's GMH Jazz Orchestra and The Cause.
2. The purpose of this MOU is to identify a Band in Residence at the Recreation Annex Auditorium (300 North 17th Street, Noblesville, IN 46060).
3. PARKS will provide access to the Recreation Annex Auditorium for six (6) performances; three (3) in the fall/winter and three (3) in the spring/summer. These rehearsals and performances will be scheduled based on availability of the Auditorium.
4. ZLATY will provide 15% of all ticket sales for performances in the auditorium and 15% of concession sales for all shows, except the Christmas Show.
5. ZLATY will provide up to \$1,500 of the Christmas Show ticket sales for 70 hours of free rehearsal time in the auditorium with a \$15/hour charge for any additional hours needed for the year. This additional \$15/hour can be paid by increasing the revenue share from another show.
6. ZLATY can begin utilize the Recreation Annex Auditorium starting April 10th of 2019.
7. The terms of this MOU will be for one (1) year with the ability to renew annually.
8. ZLATY agrees to provide staff training for the new digital sound board. In the event that more sound is needed, and/or advance programming, ZLATY has the ability to perform those services in the Recreation Annex Auditorium (For an agreed upon feed paid to Edward S Zlaty).

II. Effective Date and Signature

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



Noblesville Parks & Recreation Board President



Date

Edward Zlaty's GMH Jazz Orchestra and The Cause

Date

Noblesville Park Board

Wednesday, April 17, 2019

Subject: Board to consider special board meeting on May 15th.

Summary: Board meeting to hear presentation of RIF plan and consider bids for Seminary Park

Agenda Item: New Business Item #4

Recommendation: Staff recommends setting a special meeting on May 15th

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:

We need to call a special board meeting on May 15th to consider a few items. First, we need to hear a recommendation from the Recreation Impact Fee Advisory committee, and staff on recommending the RIF plan for consideration to the Planning Commission. They will then hear the plan and hopefully, make a positive recommendation to the City Council for two readings and a new ordinance. In order to meet the expiration of the existing ordinance that we are collecting fees from we have to maintain this schedule so there is no lapse in fee collection.

Second, assuming that we get a good bid for Seminary Park, the board will need to accept and award the bid for construction to begin. In order to still complete this project on the previous timeline, we will need to keep this schedule so construction can begin immediately, assuming the project comes in on budget.

Background:

As you know, the bids for the Seminary Park project were over budget and have to be rebid. The RIF fund is one in which we want to avoid delays in collecting on new housing permits, so we can continue to build future needs for the community based on the projected population growth.

Recommendation:

Staff recommends setting a special board meeting on May 15th for additional park business.

Noblesville Park Board

Wednesday, April 17, 2019

Subject: Board to consider agreement with Amuze Products

Summary: Board to consider massage chairs at Fox Prairie Golf Course

Agenda Item: New Business Item #5

Recommendation: Staff recommends approving agreement with Amuze Products

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:

Amuze Products has a number of revenue generating products that go within amusement parks, golf courses and other attractions throughout the nation.

Background:

When in Orlando for the PGA Merchandise Show, these products were discovered within a hotel in the area. It was explored as a revenue generation idea for Fox Prairie Golf Course. This product accepts cash and credit card. Fox Prairie will make 40% of the fees between \$1 - \$299 and 50% of the fees \$300 and over per chair. There are no fees, shipping fees or usage fees to the City of Noblesville Parks & Recreation Department.

Recommendation:

Staff recommends approving the agreement with Amuze Products.

Massage Chairs Agreement
between
Amuze Products II Inc
and
Fox Prairie Golf Course - Noblesville, IN

Amuze Products II Inc- Phil Brothers, President 4-4-2019
61149 S. HWY 97
Suite 180
Bend, OR 97702 408-859-6489

Fox Prairie Golf Course - Noblesville, IN
8465 E 196th Street
Noblesville, Indiana 46062

1. Commission: Amuze Products II Inc shall pay Fox Prairie Golf Course - Noblesville, IN a commission rate based on the Addendum #1 Commission Scale. No other Massage Chair companies or persons representing Massage Chairs or the like, shall operate in the Fox Prairie Golf Course - Noblesville, IN as long as this agreement is in effect.

2. Term: This agreement starts with a 90 day trial and then rolls into a 36-month agreement. It shall automatically renew for successive 36month periods (each a "Renewal Term") unless terminated by written notice by either party delivered within Thirty (30) days prior to the end of any Term. If this Agreement is terminated by Amuze Products II Inc, then a settlement of the account under the guidelines of Section 1 shall be due to Fox Prairie Golf Course - Noblesville, IN, before all equipment is removed. If there is any local sales tax due, it will fall under general business license of Fox Prairie Golf Course - Noblesville, IN and will be the responsibility of Fox Prairie Golf Course - Noblesville, IN. Amuze Products II Inc shall have the right to retrieve a chair from Customer's premises during normal business hours for maintenance or upgrade purposes. If during any portion of the Term, Amuze Products II Inc sells its Massage Chair business located in the above mentioned Fox Prairie Golf Course - Noblesville, IN, then this agreement will begin a new 36 month Term to the new Massage Chairs business owner and continue under the guidelines of Section 2 (Term).

3. Service Guidelines: A key for each chair shall be provided to Fox Prairie Golf Course - Noblesville, IN so that they may have a GM or Manager who is entrusted with counting cash currency, to pull the cash bills preferably on a bi-monthly basis and deposit them to the Fox Prairie Golf Course - Noblesville, IN bank account. The preferred dates would be to pull the cash bills on the 15th and before opening on the 1st of each month. A monthly report and invoice of the daily credit card usage and daily cash usage will be provided to Fox Prairie Golf Course - Noblesville, IN, by the 15th of that month. All Massage Chairs are to remain plugged in and turned on in the location that they have been placed and agreed upon by Amuze Products II Inc. during the entirety of this agreement. Please wipe down the front and back of the chair on a daily basis with a wet towel of water, when the park cleaning crew is working. If replacing any chairs in the future for wear and tear, Amuze Products II Inc and Fox Prairie Golf Course - Noblesville, IN will split the cost of shipping. Location is not responsible for any damage to the massage chairs.

Governing Law: This agreement shall be governed by the laws of the State of Oregon.

_____ Amuze Products II Inc - Signature

_____ Amuze Products II Inc. - Print

_____ Date

 _____ Fox Prairie Golf Course - Noblesville, IN - Signature

_____ Fox Prairie Golf Course - Noblesville, IN - Print

Parcel 1 Job # 19583002041235/001 Hamilton County
166th St west of Boden Rd. 8 inch Line Wayne Township

GAS LINE EASEMENT

KNOW ALL MEN BY THESE PRESENTS: That the **City of Noblesville, Hamilton County, Indiana**, together hereinafter called the Grantor, of **Hamilton** County, Indiana, in consideration of the sum of One dollar (\$ **1.00**) and other valuable considerations, receipt of which is hereby acknowledged, hereby grants and warrants to Indiana Gas Company, Inc., an Indiana corporation doing business as Vectren Energy Delivery of Indiana, Inc., its successors and assigns, together hereinafter called the Grantee, a perpetual easement and right, from time to time, to install, operate, maintain, replace, renew and remove a line or lines of pipe for the transportation and distribution of gas, together with all necessary and convenient valves, drips, service pipes, markers, lines and connections attached thereto, and to operate by means thereof a system for the distribution and transportation of gas in, upon, along and over the Grantor's land hereinafter described, and the right to remove, cut and trim trees, bushes, saplings and vegetation growing upon said land, and to otherwise maintain the easement area above and below ground free of obstruction, insofar as it may reasonably be necessary to do so in the construction, and safe and efficient operation of said gas transportation and distribution system, and also the right of access to and egress from the said land, which is situated in the:

Northeast Quarter of Section**10**....., Township**18**..... **North**, Range**5**..... **East**, County of **Hamilton**, State of Indiana, and consists of:

A strip of land in Lots 1 and 2 in Finch Creek Park Subdivision as per plat thereof recorded on September 29, 2017 as Instrument Number 2017048653 in the Office of the Recorder of Hamilton County, Indiana, varying from 15 to 30 feet in width, described as follows:

BEGINNING at the northeasterly corner of Lot 2, said point being South 00 degrees 13 minutes 28 seconds East 141.80 feet and South 89 degrees 46 minutes 32 seconds West 140.10 feet from the northeast corner of the Northeast Quarter of Section 10, Township 18 North, Range 5 East as measured along the east line thereof and perpendicular therefrom; thence South 15 degrees 25 minutes 16 seconds East along the east line of Lot 2 a distance of 34.51 feet; thence North 75 degrees 47 minutes 50 seconds West 280.62 feet; thence South 89 degrees 02 minutes 21 seconds West 238.02 feet; thence South 75 degrees 53 minutes 57 seconds West 153.96 feet; thence South 89 degrees 02 minutes 21 seconds West 257.73 feet; thence North 77 degrees 49 minutes 57

seconds West 154.09 feet; thence South 89 degrees 02 minutes 21 seconds West 94.42 feet; thence South 00 degrees 11 minutes 28 seconds East 189.99 feet; thence South 89 degrees 02 minutes 21 seconds West 305.00 feet; thence North 00 degrees 11 minutes 28 seconds West 240.00 feet to the north line of Lot 1; thence the following courses along the north lines of Lots 1 and 2: North 89 degrees 02 minutes 21 seconds East 15.00 feet; South 00 degrees 11 minutes 28 seconds East 210.00 feet; North 89 degrees 02 minutes 21 seconds East 260.00 feet; North 00 degrees 11 minutes 28 seconds West 189.99 feet; North 89 degrees 02 minutes 21 seconds East 127.47 feet; South 77 degrees 49 minutes 57 seconds East 154.09 feet; North 89 degrees 02 minutes 21 seconds East 250.82 feet; North 75 degrees 53 minutes 57 seconds East 153.96 feet; North 89 degrees 02 minutes 21 seconds East 245.47 feet; South 75 degrees 47 minutes 50 seconds East 267.55 feet to the POINT OF BEGINNING, containing 1.222 acres, more or less.

Pt. of Auditor's Parcel Numbers 29-11-10-009-002.000-022 and 29-11-10-009-001.000-022.

The pipe and related facilities are to be placed in the said strip. Grantor covenants that Grantor will not materially change the grade of the easement area without prior authorization, in writing, from Grantee.

The Grantor also hereby grants a temporary easement to the Grantee and the right and privilege to use, for initial construction purposes only, an additional strip of land20..... feet in width, parallel with and adjoining the above described strip on the **south & east**.

Said gas mains shall be installed at least36..... inches below the surface of the ground. Grantor may use the easement strip for purposes which are not inconsistent with the safe operation of Grantee's facilities (including Grantee's access thereto) and which will not interfere with the rights and privileges granted to Grantee by the Gas Line Easement.

Any damage to lawns, growing crops, fences or tile of the Grantor or of his tenants, heirs and assigns, caused by the Grantee in the original and future construction, maintenance, repair, renewal or removal of said pipe shall be promptly paid or otherwise restored by the Grantee, provided written notice thereof is given to the Grantee at its Evansville office located at One Vectren Square, P.O. Box 209, Evansville, Indiana 47702-0209, or such place as the Grantee may designate, within thirty (30) days after the occurrence of such damage.

GRANTEE AGREES TO INDEMNIFY AND HOLD HARMLESS GRANTOR FROM AND AGAINST ANY AND ALL DAMAGES, CLAIMS, COSTS AND EXPENSES SUFFERED, SUSTAINED OR INCURRED SOLELY DURING AND AS A RESULT OF GRANTEE'S CONSTRUCTION, INSTALLATION AND REPAIR ACTIVITY IN THE EASEMENT STRIP.

Grantor covenants and warrants that Grantor is the fee owner of the easement strip and has the right, title, and capacity to grant the Gas Line Easement herein conveyed. The undersigned persons executing this instrument on behalf of the Grantor represent and certify that they have been fully empowered to execute and deliver this instrument and that all necessary action for the granting of such easement has been taken and done.

In accordance with Indiana Code; Grantor(s) acquired said real property under **Corporate Warranty Deed** dated **September 7th, 2007** and placed of record as **Instrument Number 2007053646**, in the Office of the Recorder of **Hamilton** County, Indiana.

IN WITNESS WHEREOF, The Undersigned has set hereunto **their** hands and seals this

_____ day of _____, A.D., 20 _____.

City of Noblesville, Hamilton County, Indiana, by:

_____ (SEAL) _____ (SEAL)

(printed)

(printed)

(Title)

(Title)

STATE OF INDIANA
COUNTY OF HAMILTON

}

Personally appeared before me this day the City of Noblesville, Hamilton County, Indiana, by

_____, its _____, and
_____, its _____, who

acknowledged the execution of the above instrument to be **their** voluntary act and deed for and on behalf of said corporation.

Witness my hand and notarial seal, this _____ day of _____, 20 _____.

NOTARY PUBLIC

PRINTED NAME

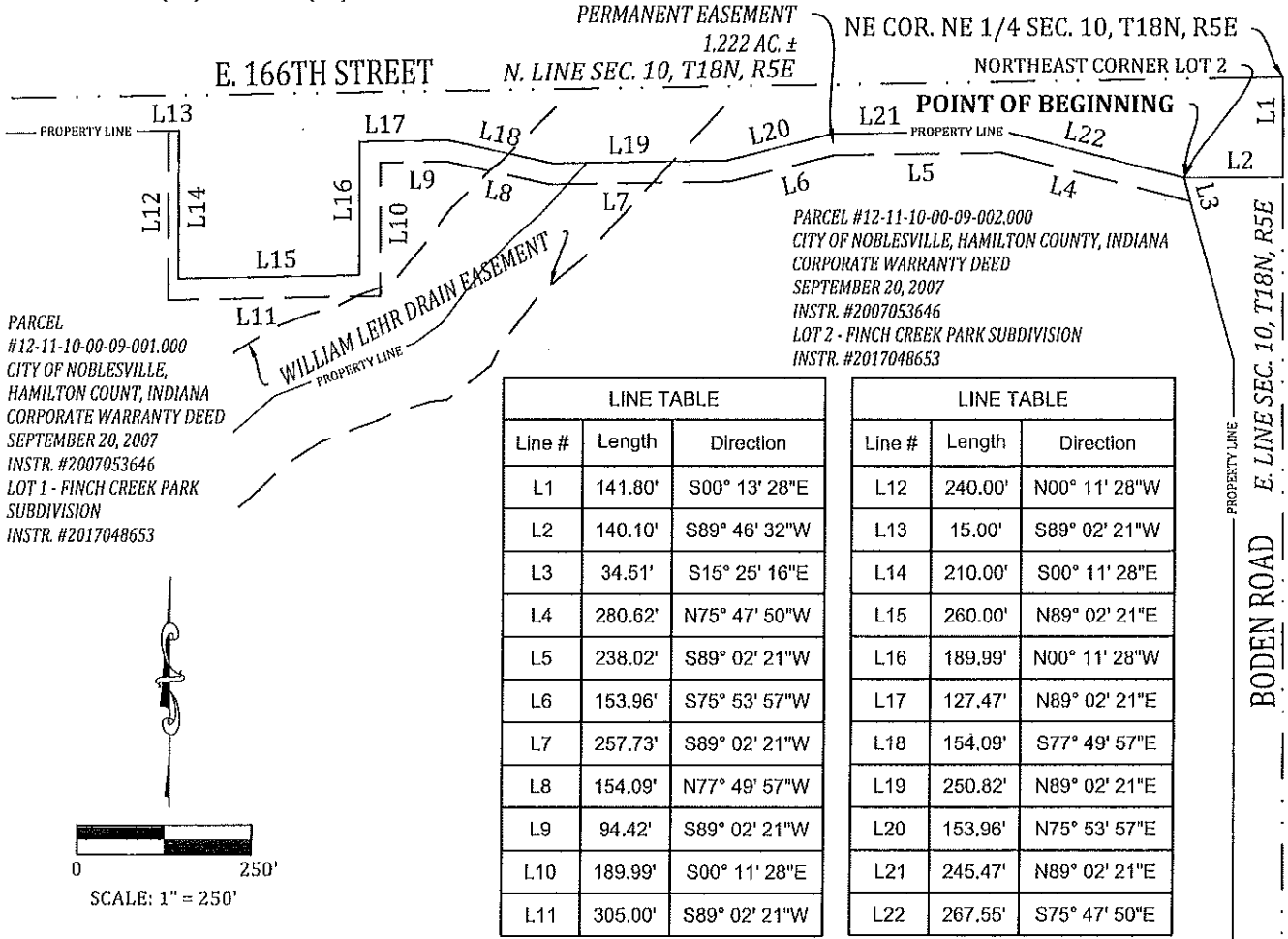
My Commission expires _____ My County of Residence is _____

My Commission number is _____

Grantee's Tax Mailing Address: One Vectren Square, P.O. Box 209, Evansville, Indiana 47702-0209

This instrument prepared by the Grantee named herein by **John W. Bauer**.

I, **John W. Bauer**, affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security Number in this document, unless required by law.



PARCEL #12-11-10-00-09-001.000
CITY OF NOBLESVILLE,
HAMILTON COUNTY, INDIANA
CORPORATE WARRANTY DEED
SEPTEMBER 20, 2007
INSTR. #2007053646
LOT 1 - FINCH CREEK PARK
SUBDIVISION
INSTR. #2017048653

PARCEL #12-11-10-00-09-002.000
CITY OF NOBLESVILLE, HAMILTON COUNTY, INDIANA
CORPORATE WARRANTY DEED
SEPTEMBER 20, 2007
INSTR. #2007053646
LOT 2 - FINCH CREEK PARK SUBDIVISION
INSTR. #2017048653

LINE TABLE		
Line #	Length	Direction
L1	141.80'	S00° 13' 28"E
L2	140.10'	S89° 46' 32"W
L3	34.51'	S15° 25' 16"E
L4	280.62'	N75° 47' 50"W
L5	238.02'	S89° 02' 21"W
L6	153.96'	S75° 53' 57"W
L7	257.73'	S89° 02' 21"W
L8	154.09'	N77° 49' 57"W
L9	94.42'	S89° 02' 21"W
L10	189.99'	S00° 11' 28"E
L11	305.00'	S89° 02' 21"W

LINE TABLE		
Line #	Length	Direction
L12	240.00'	N00° 11' 28"W
L13	15.00'	S89° 02' 21"W
L14	210.00'	S00° 11' 28"E
L15	260.00'	N89° 02' 21"E
L16	189.99'	N00° 11' 28"W
L17	127.47'	N89° 02' 21"E
L18	154.09'	S77° 49' 57"E
L19	250.82'	N89° 02' 21"E
L20	153.96'	N75° 53' 57"E
L21	245.47'	N89° 02' 21"E
L22	267.55'	S75° 47' 50"E

Brian L. Haggard
Brian L. Haggard
Professional LS #29800001
State of Indiana



NOTE:
The horizontal data shown on this exhibit is based upon standard radial survey techniques and by global positioning equipment, utilizing the VRS Network, a real-time kinematic (RTK) correction service over the internet. The coordinate values shown are in Indiana State Plane Coordinate System East Zone on the 1983 North American Datum.

All bearings, distances and coordinates are referenced to the Indiana State Plane East Zone (NAD 83) Coordinate System. The Combined Scale Factor for this project is 1.000000. Distances shown hereon are GRID distances.

PERMANENT EASEMENT
PREPARED FOR: VECTREN ENERGY
PART OF SEC. 10, T18N, R5E

NOBLESVILLE, HAMILTON COUNTY, INDIANA

E-MAIL: Banning@BanningEngineering.com WEB: www.BanningEngineering.com

JOB # 19105
DATE: 4/10/2019
DRAFTED: DAG
CHECKED: BLH

This drawing is not intended to be represented as a retracement or original boundary survey, a route survey or a surveyor location report.

4/11/2019 9:53:31 AM C:\Users\jagard\Documents\19105\19105.dwg

DULY ENTERED FOR TAXATION
Subject to final acceptance for transfer

20 day of September 2007

Robin McMillan Auditor of Hamilton County

Parcel # 12-11-10-00-00-004.000
12-11-10-00-00-007.000

12-11-10-00-00-008.000 CORPORATE WARRANTY DEED

2007053646 CORP WD \$28.00
09/20/2007 12:10:58P 7 PGS
Jennifer J Hayden
HAMILTON County Recorder IN
Recorded as Presented

Hamilton County Tax Parcels 12-11-10-00-00-004.000
12-11-10-00-00-007.000
12-11-10-00-00-008.000

Document Cross Reference Nos. Deed Book 287, P. 248
Deed Book 291, P. 197
Instrument No. 200100055017

2800
①

THIS INDENTURE WITNESSETH, that B & B Farms, Inc., an Indiana Corporation, by Charles J. Boden, President, (hereinafter referred to as the "Grantor"), in consideration of total cash compensation of Three Million Thirteen Thousand Four Hundred Sixty Dollars (\$3,013,460) and other valuable consideration, the receipt of which is hereby acknowledged, hereby warrants and conveys to the City of Noblesville, Hamilton County, Indiana, ("the City") the Real Estate described in the attached Exhibit A, located in Wayne Township, Hamilton County, Indiana ("the Real Estate").

The Real Estate is conveyed to the City subject to rights of way, easements, drainage assessments, covenants, restrictions, and taxes payable in November 2007, and thereafter; retention of possession by the Grantor through December 1, 2009, as per Contract for Sale of Real Estate dated as of February 13, 2007 ("the Contract"); and subject to terms of Promissory Note payable from City to Grantor in the principal amount of One Million Five Hundred Thousand Dollars (\$1,500,000) identified in the Contract.

IN WITNESS WHEREOF, the undersigned, Charles J. Boden, as President of B & B Farms, Inc., an Indiana Corporation, hereunto affixed his name and seal, this 7th day of September, 2007.

B & B FARMS, INC., an Indiana Corporation

By: Charles J. Boden
Charles J. Boden, President

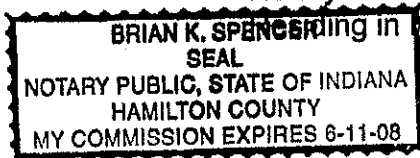
STATE OF INDIANA)
)SS:
COUNTY OF HAMILTON)

Subscribed and sworn to before me, a Notary Public this 7th day of September, 2007, personally appeared the within named Charles J. Boden, as President of B & B Farms, Inc., an Indiana Corporation, and acknowledged the execution of the foregoing document.

WITNESS my hand and official seal.

Brian K. Spencer
Notary Public,
Residing in Hamilton County, IN

My Commission Expires:



I affirm, under the penalties of perjury, that I have taken reasonable care to redact each social security number in the document, unless required by law.

Michael A. Howard

This instrument prepared by Michael A. Howard, Attorney at Law, 694 Logan Street, Noblesville, Indiana, 46060, 773-4212.

DESCRIPTION OF REAL ESTATE:

A PART OF THE NORTHWEST QUARTER AND THE NORTHEAST QUARTER OF SECTION 10, TOWNSHIP 18 NORTH, RANGE 5 EAST, LOCATED IN WAYNE TOWNSHIP, HAMILTON COUNTY, INDIANA, BEING DESCRIBED AS FOLLOWS:

BEGINNING AT THE PK NAIL AT THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF SECTION 10, TOWNSHIP 18 NORTH, RANGE 5 EAST; THENCE ON THE SOUTH LINE OF SAID NORTHEAST QUARTER SOUTH 89 DEGREES 07 MINUTES 42 SECONDS WEST 2648.97 FEET THE SOUTHWEST CORNER OF SAID NORTHEAST QUARTER; THENCE ON THE SOUTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 10 SOUTH 89 DEGREES 07 MINUTES 42 SECONDS WEST 1321.33 FEET TO THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF SAID NORTHWEST QUARTER; THENCE NORTH 00 DEGREES 13 MINUTES 56 SECONDS WEST 1328.56 FEET TO A REBAR AT THE NORTHWEST CORNER OF THE SOUTHEAST QUARTER OF SAID NORTHWEST QUARTER; THENCE ON THE NORTH LINE OF THE SOUTHEAST QUARTER OF SAID NORTHWEST QUARTER NORTH 89 DEGREES 04 MINUTES 09 SECONDS EAST 1142.20 FEET TO A 5/8 INCH STEEL REBAR WITH A CRIPE CAP ON THE EXTENSION OF THE EAST LINE OF THE TRACT OF REAL ESTATE DESCRIBED IN INSTRUMENT No. 970972855; THENCE ON THE EAST LINES OF TRACTS OF REAL ESTATE DESCRIBED IN INSTRUMENT No. 970972855, 200400072427, AND 20040072428, NORTH 00 DEGREES 08 MINUTES 09 SECONDS EAST 744.80 FEET TO A 5/8 INCH STEEL REBAR WITH A CRIPE CAP; THENCE CONTINUING ON THE EAST LINE OF THE TRACT OF REAL ESTATE DESCRIBED IN INSTRUMENT No. 200400072428 THE FOLLOWING TWO COURSE 1) SOUTH 89 DEGREES 17 MINUTES 45 SECONDS WEST 98.71 FEET TO A 5/8 INCH STEEL REBAR WITH A CRIPE CAP; 2) THENCE NORTH 00 DEGREES 08 MINUTES 09 SECONDS EAST 584.58 FEET TO A MAG NAIL ON THE NORTH LINE OF SAID NORTHWEST QUARTER; THENCE ON SAID NORTH LINE NORTH 89 DEGREES 00 MINUTES 35 SECONDS EAST 72.17 FEET TO A MAG NAIL ON THE WEST LINE OF THE TRACT OF REAL ESTATE DESCRIBED IN INSTRUMENT No. 9248304; THENCE ON SAID WEST LINE SOUTH 00 DEGREES 58 MINUTES 48 SECONDS EAST 237.05 FEET 5/8 INCH STEEL REBAR WITH A CRIPE CAP ON THE SOUTH LINE OF SAID TRACT OF REAL ESTATE; THENCE ON SAID SOUTH LINE SOUTH 89 DEGREES 13 MINUTES 01 SECONDS EAST 197.23 FEET 5/8 INCH STEEL REBAR WITH A YELLOW CAP STAMPED "MILLER SURVEYING" ON THE EAST LINE OF SAID NORTHWEST QUARTER; THENCE ON SAID EAST LINE NORTH 00 DEGREES 09 MINUTES 27 SECONDS WEST 243.18 FEET TO A HARRISON MONUMENT AT THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION 10; THENCE ON THE NORTH LINE OF SAID NORTHEAST QUARTER NORTH 89 DEGREES 02 MINUTES 21 SECONDS EAST 392.35 FEET TO A MAG NAIL ON THE EAST LINE OF THE TRACT OF REAL ESTATE DESCRIBED IN INSTRUMENT 2005000075630; THENCE ON SAID EAST LINE SOUTH 00 DEGREES 26 MINUTES 44 SECONDS EAST 397.54 FEET TO A 5/8 INCH STEEL REBAR WITH A CRIPE CAP AT THE SOUTHWEST CORNER OF THE TRACT OF REAL ESTATE DESCRIBED IN INSTRUMENT No. 9104289; THENCE ON THE SOUTH LINE OF SAID TRACT OF REAL ESTATE SOUTH 88 DEGREES 23 MINUTES 25 SECONDS EAST 267.35 FEET TO A 5/8 INCH STEEL REBAR WITH A CRIPE CAP ON THE WEST LINE OF THE TRACT OF REAL ESTATE DESCRIBED IN INSTRUMENT No. 200000047061; THENCE ON SAID WEST LINE SOUTH 00 DEGREES 10 MINUTES 27 SECONDS EAST 920.91 FEET TO A 5/8 INCH STEEL

REBAR WITH A CRUISE CAP ON THE SOUTH LINE OF THE NORTHWEST QUARTER OF SAID NORTHEAST QUARTER; THENCE ON SAID SOUTH LINE NORTH 89 DEGREES 05 MINUTES 02 SECONDS EAST 661.86 FEET TO A 5/8 INCH STEEL REBAR WITH A YELLOW CAP STAMPED "MILLER SURVEYING" AT THE SOUTHEAST CORNER OF THE NORTHWEST QUARTER OF SAID NORTHEAST QUARTER; THENCE ON THE EAST LINE OF SAID NORTHWEST QUARTER NORTH 00 DEGREES 11 MINUTES 28 SECONDS EAST 1330.97 FEET MAG NAIL AT THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF SAID NORTHEAST QUARTER; THENCE ON THE NORTH LINE OF SAID NORTHEAST QUARTER NORTH 89 DEGREES 02 MINUTES 21 SECONDS EAST 1212.96 FEET TO A MAG NAIL ON THE WEST RIGHT OF WAY LINE OF BODEN ROAD PER INSTRUMENT No. 9504969; THENCE ON SAID RIGHT OF WAY LINE SOUTH 45 DEGREES 35 MINUTES 34 SECONDS EAST 154.56 FEET TO A MAG NAIL ON THE EAST LINE OF SAID NORTHEAST QUARTER; THENCE ON SAID EAST LINE SOUTH 00 DEGREES 13 MINUTES 28 SECONDS EAST 2553.98 FEET TO THE POINT OF BEGINNING, CONTAINING 184.92 ACRES, MORE OR LESS.

LESS:

A part of the Northeast Quarter of Section 10, Township 18 North, Range 5 East, of the Second Principal Meridian, in Hamilton County, Indiana, more particularly described as follows:

Commencing at a Harrison monument marking the Northwest corner of the Northeast Quarter of said Section 10; thence South 00 degrees 09 minutes 27 seconds East (bearings based on NAD83 State Plane Coordinates - East Zone) along the West line of the said Northeast Quarter Section (the West line of said Northeast Quarter being on the line between the North and the South Quarter corners of said Section) 379.79 feet to the Northwest corner of a 95.23 acre tract of land described in a Warranty Deed recorded as Instrument #200100055017 in the Office of the Recorder of Hamilton County, Indiana (the next six courses are along the boundary of said 95.23 acre tract); 1) thence South 88 degrees 23 minutes 01 seconds East 198.10 feet to the Point of Beginning of this description; 2) thence continuing South 88 degrees 23 minutes 01 seconds East 438.72 feet; 3) thence North 00 degrees 10 minutes 27 seconds West parallel with the East line of the West Half of the Northwest Quarter of the Northeast Quarter of said Section 10 a distance of 408.43 feet to the North line of the said Northeast Quarter Section; 4) thence North 89 degrees 02 minutes 21 seconds East along the said North line 25.02 feet to the Northeast corner of the West Half of the Northwest Quarter of the said Northeast Quarter Section; 5) thence South 00 degrees 10 minutes 27 seconds East along the East line of the said West Half 1330.46 feet to the Southeast corner of the West Half of the Northwest Quarter of the said Northeast Quarter Section; 6) thence North 89 degrees 05 minutes 02 seconds East along the South line of the East Half of the Northwest Quarter of the said Northeast Quarter Section 661.86 feet to the Southeast corner of the Northwest Quarter of the said Northeast Quarter Section; thence North 00 degrees 11 minutes 27 seconds West along the East line of the said Quarter-Quarter Section 941.33 feet; thence North 66 degrees 27 minutes 41 seconds East 108.92 feet; thence South 00 degrees 11 minutes 27 seconds East 646.20 feet; thence North 90 degrees 00 minutes 00 seconds East 200.14 feet; thence South 53 degrees 35 minutes 54 seconds East 88.76 feet; thence South 31 degrees 58 minutes 27 seconds West 41.41 feet; thence South 51 degrees 44 minutes 29 seconds East 140.60 feet; thence South 38 degrees 15 minutes 31 seconds West 306.98 feet; thence South 26 degrees 59 minutes 04 seconds West 115.32 feet; thence South 87 degrees 41 minutes 33 seconds East 330.39 feet; thence North 38 degrees 15 minutes 31 seconds East 354.74 feet; thence South 58 degrees 29 minutes 03 seconds East 145.90 feet; thence North 29 degrees 57 minutes 53 seconds East 22.94 feet; thence South 59 degrees 50 minutes 15 seconds East 198.01 feet; thence South 00 degrees 00 minutes 00 seconds West 138.42 feet; thence North 89 degrees 46 minutes 32 seconds East 181.12 feet; thence North 00 degrees 13 minutes 28 seconds West 150.52 feet; thence North 89 degrees 46 minutes 32 seconds East 70.00 feet to the East line of the Northeast Quarter of said Section 10; thence South 00 degrees 13 minutes 28 seconds East 502.74 feet; thence South 89 degrees 46 minutes 32 seconds West 70.00 feet; thence North 00 degrees 13 minutes 28 seconds West 46.22 feet; thence South 89 degrees 46 minutes 32 seconds West 195.41 feet; thence South 29 degrees 09 minutes 56 seconds West 189.86 feet; thence South 51 degrees 35 minutes 12 seconds East 55.78 feet; thence South 41 degrees 09 minutes

30 seconds West 106.46 feet; thence North 75 degrees 00 minutes 00 seconds West 86.12 feet; thence South 89 degrees 07 minutes 42 seconds West 140.80 feet; thence South 32 degrees 16 minutes 47 seconds West 71.11 feet; thence South 90 degrees 00 minutes 00 seconds West 142.11 feet; thence South 00 degrees 52 minutes 18 seconds East 98.63 feet; thence South 89 degrees 07 minutes 42 seconds West 189.00 feet; thence North 00 degrees 52 minutes 18 seconds West 20.00 feet; thence South 89 degrees 07 minutes 42 seconds West 164.89 feet; thence North 00 degrees 52 minutes 18 seconds West 71.09 feet; thence South 61 degrees 43 minutes 08 seconds West 121.83 feet; thence South 89 degrees 07 minutes 42 seconds West 380.00 feet; thence North 59 degrees 42 minutes 01 seconds West 59.48 feet; thence North 08 degrees 10 minutes 48 seconds West 59.34 feet; thence North 43 degrees 50 minutes 40 seconds East 41.80 feet; thence North 15 degrees 51 minutes 17 seconds West 126.84 feet; thence South 53 degrees 49 minutes 45 seconds West 133.59 feet; thence North 57 degrees 56 minutes 38 seconds West 405.19 feet; thence North 34 degrees 48 minutes 06 seconds East 25.03 feet; thence South 57 degrees 56 minutes 38 seconds East 189.44 feet; thence North 41 degrees 21 minutes 01 seconds East 124.63 feet; thence North 59 degrees 56 minutes 19 seconds East 134.07 feet; thence North 73 degrees 23 minutes 34 seconds East 87.23 feet; thence North 05 degrees 23 minutes 04 seconds East 144.29 feet; thence North 84 degrees 37 minutes 29 seconds West 109.15 feet; thence North 67 degrees 23 minutes 49 seconds West 399.49 feet; thence North 47 degrees 05 minutes 54 seconds West 295.24 feet; thence North 90 degrees 00 minutes 00 seconds West 21.76 feet; thence South 44 degrees 55 minutes 36 seconds West 103.31 feet; thence North 45 degrees 04 minutes 24 seconds West 56.58 feet; thence North 44 degrees 55 minutes 36 seconds East 32.96 feet; thence North 45 degrees 04 minutes 24 seconds West 87.46 feet; thence North 00 degrees 00 minutes 00 seconds East 151.28 feet; thence North 44 degrees 55 minutes 36 seconds East 79.29 feet; thence North 90 degrees 00 minutes 00 seconds East 85.78 feet; thence North 50 degrees 07 minutes 48 seconds East 279.83 feet; thence North 00 degrees 00 minutes 00 seconds East 169.28 feet; thence North 54 degrees 52 minutes 07 seconds West 262.61 feet; thence North 00 degrees 00 minutes 00 seconds West 145.51 feet to the point of beginning, containing 49.976 acres, more or less.

Subject to all legal easements and rights of way.

LESS

Part of the Northeast Quarter of Section 10, Township 18 North, Range 5 East, of the Second Principal Meridian, located in Wayne Township, Hamilton County, Indiana, more particularly described as follows:

Beginning at a Harrison monument marking the Northwest corner of the said Northeast Quarter Section; thence North 89 degrees 02 minutes 21 seconds East (bearings based on NAD83 State Plane Coordinates — East Zone) along the North line of the said Northeast Quarter 392.35 feet to a Mag nail with shiner stamped "P. I. CRIPE"; thence South 00 degrees 09 minutes 27 seconds East parallel with the West line of the said Northeast Quarter 397.54 feet to a 5/8" diameter rebar with a yellow plastic cap stamped "P. I. CRIPE, INC."; (hereinafter referred to as a "rebar") on the South line of a 5.76 acre tract of land described in a Warranty Deed recorded as Instrument #9104289 in the Office of the Recorder of Hamilton County, Indiana; thence North 88 degrees 23 minutes 01 seconds West along the said South line 394.50 feet to the Southwest corner of said tract marked by a "rebar" which lies on the West line of the said Northeast Quarter; thence North 00 degrees 09 minutes 27 seconds West along the said West line 379.79 feet to the Point of Beginning, containing 3.518 acres, more or less.

FARM LEASE

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

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

WHEREAS, the parties are desirous of entering into an agreement for the Tenant to farm the Tillable Real Estate for a period of one (1) year beginning on April 17, 2020, and ending on April 16, 2020.

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

1. RENT.

The Tillable Real Estate shall be rented at the rate of Two Hundred and Twenty Dollars (\$220.00) per acre, with one-half of the annual amount payable to the Landlord on or before the 1st day of June, 2019, and the balance on or before the 1st day of December 2019. Estimated acreage is one hundred and twenty (120) acres, and actual amount shall be mutually agreed upon by Park Director and EcoAgro at the end of the farm season based on actual tillable acres due to construction activity and potential disruption of crops.

2. RENEWAL.

The parties agree that his Farm Lease may continue from year to year after the original term if the parties agree to a new rental rate prior to March 15, 2020, for the subsequent one (1) year renewal. In the event there is no mutual agreement prior to said date, the lease will be terminated upon removal of the previous season's crops or December 1st whichever first occurs.

3. USE, COMPLIANCE WITH LAWS, SIGNS.

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

4. SURRENDER AND HOLDOVER.

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

5. ASSIGNMENT AND SUBLETTING.

Tenant shall not assign, mortgage, encumber, or transfer this Lease in whole or in part, or sublet the Tillable Real Estate or any part thereof, nor grant a license or concession in connection therewith without the prior written consent of Landlord. This prohibition shall include any act which has the effect of an assignment or transfer and which occurs by operation of law, except any transfer or assignment resulting from the death of Tenant.

6. MECHANIC'S LIENS.

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

or the furnishings of any material that would permit the attaching of a valid Mechanic's Lien.

7. INDEMNIFICATION AND RELEASE.

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

Landlord from all liability for any accident, damage or injury caused to person or property on or about the Tillable Real Estate, unless said injury is the result of negligence on the part of Landlord. Landlord and Tenant do each hereby release the other from all liability for any accident, damage, or injury caused to person or property, provided this release shall be effective only to the extent that the injured or damaged party is insured against such injury or damage and only if this release shall not adversely affect the right of the injured or damaged party to recover under such insurance policy.

8. EVENTS OF DEFAULT.

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

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

2. The taking by any part of the leasehold created hereby, or any part thereof, upon foreclosure, levy, execution, attachment or other process of law or equity.

9. LANDLORD'S REMEDIES.

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

10. ATTORNEY'S FEES.

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

11. ACCESS BY LANDLORD TO TILLABLE REAL ESTATE.

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

12. QUIET ENJOYMENT.

If Tenant shall perform all of the covenants and agreements herein provided to be performed on Tenant's part, Tenant shall, at all times during the term, have the peaceable and quiet enjoyment of possession of the Tillable Real Estate without any manner of hindrance from the Landlord or any parties lawfully claiming under Landlord, other than such disturbance may be caused by the Landlord's airport operations.

13. GENERAL AGREEMENT OF PARTIES.

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

The captions and article numbers appearing on this Lease are inserted only as a matter of convenience and are not intended to define, limit, construe, or describe the scope or intent of such provisions. No waiver by Landlord of any default by Tenant shall be effective unless in writing, nor operate as a waiver of any other default or of the same default on a future occasion. Landlord's acceptance of rent shall not be deemed a waiver as to any proceeding default. Any notices to be given hereunder shall be deemed sufficiently given when in writing and (a) actually served

on the party to be notified or (b) placed in an envelope directed to the party to be notified at the following addresses and deposited in the United States mail by certified or registered mail, postage prepaid:

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

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

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

LANDLORD
CITY OF NOBLESVILLE BY ITS
DEPARTMENT OF PARKS AND
RECREATION

Dated: _____

By: _____

ATTEST:

Director of Parks

STATE OF INDIANA)
)SS:
COUNTY OF HAMILTON)

Subscribed and sworn to before me, a Notary Public this _____ day of _____, 2019, personally appeared the within named _____, as President and _____, as Director of Parks of the City of Noblesville Department of Parks and Recreation and acknowledged the execution of the foregoing document.

WITNESS my hand and official seal.

Notary Public,
Residing in _____ County, Indiana

My Commission Expires:

TENANT

Ecoagro USA, LLC, Jason Spartz

STATE OF INDIANA)
)SS:
COUNTY OF HAMILTON)

Subscribed and sworn to before me, a Notary Public this _____ day of _____, 2019, and personally appeared the within named Ecoagro USA, LLC and acknowledged the execution of the foregoing document.

WITNESS my hand and official seal.

Notary Public,
Residing in _____ County, Indiana

My Commission Expires:

This instrument prepared by Michael A. Howard, Attorney at Law, 694 Logan Street, Noblesville, Indiana 46060, 773-4212.