



Noblesville Park Board Meeting  
Wednesday, May 15, 2019  
Federal Hill Commons Green Room  
6:00 p.m.

## Noblesville Parks & Recreation Board Agenda

Call to Order  
Approval of Agenda  
Approval of Minutes of April 17, 2019 Board Meeting

### Financial

1. Approval of Claims – May 15<sup>th</sup> and 29<sup>th</sup>
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-verbal
2. Board to hear update about Finch Creek Park Construction-verbal
3. Board to consider contract award for Seminary Park

### New Business

1. Board to consider Recreation Impact Fee
2. Board to consider agreement with Kona Ice

Next Meeting June 5, 2019, The Green Room @ 6PM.

### Upcoming Events

May 17:	Salsa for Salsa at FHC
May 24:	Food Truck Friday at FHC
May 25:	Concert at the Commons Tour: Karen Waldrup
May 27:	Office Closed: Memorial Day
May 31:	Bed Race in downtown Noblesville
June 1:	Street Dance in downtown Noblesville
June 2:	Matteo's Ferrari Festival in downtown Noblesville



## **Noblesville Parks and Recreation Board Minutes April 17, 2019**

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

**OTHERS PRESENT:** Brandon Bennett, Director; Mike Hoffmeister, Assistant Director; Abigail Hash, Board Secretary; Nichole Haberlin, Director of Recreation; Erin Portman, Recreation Coordinator – Facilities.

**CALL TO ORDER:** Meeting was called to order by Laurie Dyer at 8:00am.

**APPROVAL OF AGENDA:** Mrs. Dyer asked if there were any other additions or deletions to the agenda. Mr. Bennett requested to add the gas line easement at Finch Creek Park and Farm Lease to the agenda. Mr. Noel motioned to approve the agenda with the addition of the Farm Lease, Mr. Johnson approved, Mr. Rogers seconded, agenda passed unanimously.

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

### **FINANCIAL:**

1. **Approval of Claims for April 10<sup>th</sup> and 24<sup>th</sup>, 2019**

Mr. Noel moved to approve claims as presented, Mr. Rogers seconded this motion. Claims were passed unanimously.

2. **Transfers and Appropriations: None**

### **Reports**

1. **Recreation Report**

- a. Nichole Haberlin gave the Recreation Report, (see attached) we had 700 more participants in March this year than last. Some of this impact is due to the move of the Daddy Daughter Dance to March, but even with that we are doing better than ever. Brandon Bennett then added that we will most likely be coming back to the board soon with the adding of a full time employee at Ivy Tech. Right now Nichole is spending about 70-80% of her time and a lot of late nights and weekends at Ivy Tech. We have spoken with the Mayor and Human Resources and they are both supportive of the potential change. Part Time help is hard to come by since it is during the day. We will most likely wait until the start of the next school year to fill this position. It will most likely be a swing shift that would cover a few days during the week and then also weekends when we have events. This is not a position that requires a college degree, but it will require some knowledge on how to run a facility, gym rentals, and auditorium shows. We have a part-time employee that we believe is interested and would be a good fit for this position. We are also meeting with Ivy Tech to look at what classes and degrees they offer at the campus to see if maybe we could find a work study type of option. There is no current office space, just a small room off to the side of the gym with equipment in storage. We

have another office space, but it is use for preschool camp and other rentals because it has a restroom in it. Ivy Tech is working with us and is going to be turning the old library into a technology space. We may take that space over and turn some of it into an office space and program the technology area. Once this is all confirmed we will bring it to the board.

2. Director of Golf Report

- a. Brandon Bennett gave the Golf Report. Golf was up \$400 in March from last year. As of yesterday, April was up \$20,000 from last year. We have scheduled JJ Keegan and have been collecting and sending him over all his requested information. He has requested about 20 different pieces of data for us to provide. Next week he will have the superintendent as well as an additional team member come do a three day visit with us. They will prepared a survey that will then be sent out on all social media. The following week we will have a formal operator that has experience bringing courses back from the red. Then in May JJ will be coming out to have interviews, meet with everyone, and then wrap everything up. Email marketing has been going fantastic. If you are on teesnap from playing last year then we are marketing to you consistency. We opened Forest Park late due to weather, but it is open and been busy.

3. Assistant Director Report

- a. Mike Hoffmeister gave the Assistant Director Report. We did put an RFQ out on the street for the Cicero Creek Bridge rehabilitation project to a number of construction companies. Two companies have already showed interested in this project. They are working on asphalt and seal coating at Federal Hill Commons as well as the soccer fields. We have collected enough caps to put three benches out at our park. One for a private buyer, one is the Park Foundation and one we hope to purchase and donate to a local contributor, Martin and Martin Insurance has been a huge supporter of this program so we would like to donate it to him as a thank you. We hope to buy this bench and this money was approved in the budget already. We also have been working on a policy and procedure manual. This is a comprehensive booklet of all the policies and procedures that you have approved throughout time. It will be a guild for us to follow, and one stop show for everything. Once it is completed we will come back to the Park Board to approve the booklet.

## **OLD BUSINESS**

1. Board to hear update about Forest Park Inn renovations.

- a. We are well on the way, the entire building is framed in and the roof attachment to the existing building has been completed. The building is in and the roof should be completed by early next week. Everyone is satisfied with the construction so far. The windows are in and it is going on schedule after the delay due to weather. We are scheduled to move in on May 29<sup>th</sup>. Everything is going well and on budget. We will probably due some sort of ribbon cutting or open house once we move in.

2. Board to hear update about Finch creek Park Construction and consider Change Order 5

- a. Brandon Bennett presented the update about Finch Creek Park, we have had a lot of weather issues, billing with the water company, as well as some piping that have slowed us down, but we are now moving along. Change Order 5 (see attached), which is recommended by the staff for approval. This change order includes, a change in maintenance fans, modification to the water service per IAW requirements, Irrigation Allowance Modifications, Fiber Conduits, Add of Trailhead Epoxy Floors to all restrooms, an increase in maintenance building ducts size, Site Electric Conduit run south, and modifications to the play layout. There is also a change in date of completion, which was moved to June, due to the delays that are not on this list. As long as that is approved with the rest of these changes I will be able to sign off on that as well. On the water meter this

was added by Indiana American Water for a valve that was not in the original plans. We are going to be adding trees to the playground, these trees will add more architecture and more important some much needed shade for the playground. The trees will have the playground surface all the way to the trunk of the tree. It's not just the cost of the trees, it's the cost of the system to put them in the ground so the roots don't grow up and bulge the surface. These will be 2-3" caliper trees so that it can withstand children on the playground messing around with them. One more thing that we will need to talk about is that we had been waiting to get our billing back from Duke for moving the power lines over a year ago. They quoted us 1 million, finally we received the bill and it came in \$300,000 under their estimate. This extra money will allow us to get where we need to be for this budget and allows us to have a little bit of contingency money for the project. I am meeting this afternoon to go over the budget and were we are on the contingency money with the design team. The park is scheduled to open on June 29<sup>th</sup>. Mr. Noel made the motion to approve change order 5, Mr. Johnson seconded this motion, the motion passed unanimously.

3. Board to consider bids for Seminary Park

- a. Brandon Bennett presented the information about the bids received for Seminary Park. The project was put out to bid as approved by the board and one company bid the project. The architect's estimate for this project 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 after the bid. We will need to rebid this project. 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, especially in the electrical section. Performing some work in house and adding to owner provided items to avoid some of the markups. We will be opening the new bids for this project on May 10<sup>th</sup>. 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. We will be requesting a meeting for May 15<sup>th</sup> not only for the bid if it is acceptable to award it, but also for the impact fee hearing. We need to formally reject the bid, and to return the fees that are associated with that as well as approval to rebid the project. Mr. Noel made the motion to reject the bids for Seminary Park and return the fees associated with that, Mr. Johnson seconded, motion was passed unanimously.

## **NEW BUSINESS**

1. Board to consider agreement with Experience Events

- a. Erin Portman presented the agreement with Experience Events, (see attached). 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. Mrs. Dyer motioned to approve this agreement, Mr. Noel seconded, and the motion was passed unanimously.

2. Board to consider update to the Not for Profit Rental Policy

- a. Mike Hoffmeister presented that the 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. This is a policy that you have approved twice in the past. These changes include:
  - i. Adding 501(C)(4) and 501(c)(6) organizations to the list of approved non-profits

- ii. Clarification of weekday (Monday-Thursday) and weekend (Friday-Sunday)
- iii. Addition of the Recreation Annex as a rentable facility that honors Not for Profit rental rates

Mr. Thurston made the motion to approve the updated to the Not for Profit Rental Police, Mr. Noel seconded, the motion passed unanimously.

3. Board to consider MOU with Edward Zlaty

- a. Nichole Haberlin presented information about the MOU with Edward Zlaty (see attached). This is the second year with him.
  - i. Zlaty will practice about twice a month in the Auditorium
  - ii. Zlaty will provide 2-6 shows in the Auditorium with a revenue split of 15% ticket and concession back to parks
  - iii. 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.

Mr. Thurston made the motion to approve the MOU with Edward Zlaty, Mr. Rogers seconded, the motion passed unanimously.

4. Board to consider Special Board meeting on May 15<sup>th</sup>.

- a. Brandon Bennet presented that we need to call a special board meeting on May 15<sup>th</sup> 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, June 11<sup>th</sup>, of the existing ordinance that we are collecting fees from we have to maintain this schedule so there is no lapse in fee collection. Mike Hoffmeister has been working hard to make sure that all of the paperwork is correct and ready to present. We had a long meeting with Chuck Lehman and have to pack in several meetings in the next two months because once approved it has to sit 6 months before you can start collecting the new fee. 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. The meeting would be a normal 6pm meeting. The Park Board was able to look at their calendar and will be able to attend. Mr. Noel made the motion to set a Special Board meeting on May, 15<sup>th</sup> at 6:00pm, Mrs. Dyer seconded, the motion passed unanimously.

5. Board to consider agreement with Amuze Products

- a. Mike Hoffmeister presented the agreement with Amuze Products (see attached agreement). Amuze Products has a number of revenue generating products that go within amusement parks, golf courses and other attractions throughout the nation. When in Orlando for the PGA Merchandise Show, these products, massage chairs, 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. There is no down side for us to do this. Mr. Thurston moved to approve the agreement with Amuze Products, Mr. Johnson seconded, the motion passed unanimously.

6. Board to consider a recommendation for a gas easement at Finch Creek Park

- a. Brandon Bennett presented that this was sent to him late last night from engineering (see attached). This was slated to go on the North side of 166<sup>th</sup> street. They are looking for a development to go there and the developer was not ready to grant the easement at that time. We then bought it from a different direction, so it will go through the park property to

the maintenance building At this point and time this is a recommendation from you, not a approval. Since this is under the City of Noblesville, the Board of Works will have to approve this, it will be heard on Tuesday. We are looking for your approval to take to the Board of Works. This doesn't interfere with any of our plans or future plans, but if it does then the gas company would have to pay for the move. We are not getting any compensation on the easement because they allowed us to put the easement where we want it. This is a fairly standard easement, however there are places where they have asked for a larger easement for construction needs and skinnier where we need it to be skinner. Mr. Noel made a recommendation for the gas easement at Finch Creek Park, Mr. Thurston second, the motion passed unanimously.

7. Board to consider the Farm Agreement Lease

- a. Brandon Bennett presented the Farm Agreement Lease (See attached lease) there is only one change to this lease from last year. There is an additional sentence under Rent on the first page, "Estimated acreage is on 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." That is essentially formalizing what practice we have been doing in the first place. He pays half the lease up front and then he pays the difference at the end of the year. What happens is there are about 120 acres that is tilled with a gps, as we go through construction, such as with this gas line, if it were to get into some of his crops then he essentially eats the cost of what he had invested in product in and planting. Then at the end of the year go back and say, you had 120 acres, but we disrupted 5 acres due to construction, so you're only going to pay me for 115 acres. Nothing else has changed from the last year lease. It is a one year renewal. The price fluctuates based on what the market is doing with the price of crops, it is a very fair price. Mr. Thurston made the motion to approve the Farm Agreement Lease, Mr. Noel seconded, the motion passed unanimously.

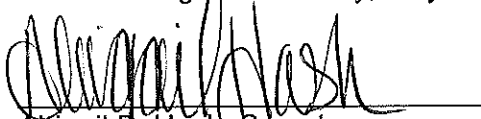
Nichole Haberlin gave the update that the new flooring at the carousel will be getting poured soon. We are excited for the new, updated building and options offered in this facility. We are still looking for part time staff to run this facility over the summer and early fall.

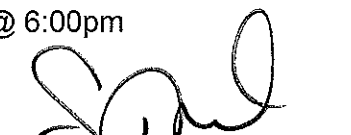
The south bathroom that was set on fire has been determined to be a complete loss. We are getting quotes from construction companies on the cost of rebuilding the bathroom as it stood. We are not sure that we will be building it the same, but we are going to wait to see what we get back from the insurance company. Also, we are looking at bringing fiber out to the bathroom once it is rebuilt so that we can put security cameras up.

A discussion was held about the progress of the Charters of Freedom memorial. The city is working with Planning to come up with a proper location based on Flood Plain requirements due to a large portion of Federal Hill being in the flood plain.

With no other business to discuss, Mr. Noel made a motion to adjourn and Mr. Thurston seconded this motion. Mrs. Dyer adjourned the meeting at 9:00am.

Next meeting: Wednesday, May 1, 2019; The Green Room @ 6:00pm

  
Abigail R. Hash, Secretary

  
Laurie Dyer, President

Installed by the CITY OF NOBLESVILLE-2013  
 Fund Report

All Funds  
 For the month of March 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
101 GEN	16782993.43	5257762.72	11298426.11	12017046.51	1850826.18	3165542.65	10742330.04
103 DEFER	331281.33	9140.00	787.17	336754.16	2880.00	0.00	339634.16
104 LECE	140564.93	8549.00	49620.64	103060.46	2671.00	6238.17	99493.29
105 ASSET FORF	0.00	1500.00	450.00	0.00	1500.00	450.00	1050.00
106 MVH	4109161.53	584604.91	2051365.61	3181016.99	206942.02	745558.18	2642400.83
107 LRS	2577462.32	326342.84	2128.85	2795347.56	108338.64	2009.89	2901676.31
108 PARKS	552391.73	45466.16	527427.86	253172.64	15454.28	198196.89	70430.03
109 PARKS CAP	126572.87	70213.78	10182.01	192803.65	3483.00	9682.01	186604.64
110 PARKS PRGMS	0.00	99199.95	150734.23	-46446.30	47179.40	52267.38	-51534.28
111 PARKING	620848.76	36204.88	18625.85	635524.44	9081.35	6178.00	638427.79
112 DTWN DEV	319498.26	500000.00	25099.32	799146.32	0.00	4747.38	794398.94
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	582708.28	0.00	0.00	582708.28
117 POLICE PENS	571173.63	0.00	50904.96	520268.67	0.00	0.00	520268.67
118 DS/COIT SINKING	1197906.59	0.00	0.00	1197906.59	0.00	0.00	1197906.59
120 CCD	1829371.75	0.00	32643.36	1813050.07	0.00	16321.68	1796728.39
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 RMB	5.42	0.00	0.00	5.42	0.00	0.00	5.42
140 PROMO	15194.85	29.15	29667.26	6912.10	28.73	21384.09	-14443.26
142 REC PERP	41291.32	3338.00	32.63	43558.28	1054.00	16.59	44596.69
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	70249.39	0.00	0.00	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	2900.00	3700.00	0.00	2900.00	800.00
157 TRAIL MAINT	220351.78	0.00	0.00	220351.78	0.00	0.00	220351.78

\*\*Bank 0



Installed by the CITY OF NOBLESVILLE-2013

Fund Report

All Funds

For the month of March 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	1490.86	1102443.52	0.00	1490.86	1100952.66
163 RAINY DAY	11833846.92	422791.00	0.00	12099947.92	156690.00	0.00	12256637.92
198 PARK IMPACT	1751866.59	217112.50	94547.17	1817951.89	83484.00	27003.97	1874431.92
199 ROAD IMPACT	7009353.44	480669.48	836068.03	6674058.77	141560.00	161663.88	6653954.89
201 DS/BLDG REF BONDS 2014A	282086.93	0.00	1700.00	280386.93	0.00	0.00	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	2501977.00	5174180.45	0.00	309007.45	4855173.00
291 DP/EQUIP LOANS - IN TREAS	20177.23	0.00	0.00	20177.23	0.00	0.00	20177.23
401 UNEMP SELF-INS	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	4137.50	0.00	0.00	4137.50	-4137.50
501 STONEY CRK E TIF	1037814.88	0.00	39907.50	1032907.38	0.00	35000.00	997907.38
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	32947.77	424759.56	0.00	30164.02	394595.54
504 CCW TIF	608964.45	0.00	601345.00	7619.45	0.00	0.00	7619.45
505 CCE TIF	147089.50	0.00	127800.00	19989.50	0.00	700.00	19289.50
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 HTC TIF	2576435.47	0.00	316546.25	2305772.56	0.00	45883.34	2259889.22
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



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Fund Report

All Funds  
 For the month of March 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	12.75	650.05	22739.69	12.75	0.00	22752.44
602 FIRE DONATE	8158.59	0.00	0.00	8158.59	0.00	0.00	8158.59
603 EVENT SPONSORS	95296.05	33056.62	3382.28	103629.67	22025.00	684.28	124970.39
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 MID TRC TRL GRANT	-40575.95	38529.53	7850.70	-9071.24	0.00	825.88	-9897.12
614 19TH & PLEAS GRANT	-21141.20	0.00	86997.25	-97224.15	0.00	10914.30	-108138.45
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 QuiP GRANT	0.00	2500.00	0.00	0.00	2500.00	0.00	2500.00
800 COURT SERV	6956.50	17756.00	17755.00	6951.50	6050.45	6044.45	6957.50
801 REV HLD/UTIL	3330.00	524290.09	406995.59	23310.00	97314.50	0.00	120624.50
802 DOR HOLD	861.19	1905.22	2168.12	510.41	611.49	523.61	598.29
803 CITY ESCROW	1050143.16	10000.00	0.00	1060143.16	0.00	0.00	1060143.16
804 DEF COMP HOLD	0.02	591976.68	591976.68	0.02	174947.98	174947.98	0.02
SubTotal Bank 0	80923866.93	9282951.26	20415701.67	71856966.18	2974634.77	5040484.43	69791116.52
**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	4163617.14	4163617.14	0.00	1376033.36	1376033.36	0.00
731 FEDERAL W/H TAX	0.00	596276.95	596276.95	0.00	194487.38	194487.38	0.00
732 OASDI W/H TAX	0.00	281218.20	281218.20	0.00	92083.02	92083.02	0.00
733 MEDICARE W/H TAX	0.00	165775.40	165775.40	0.00	54527.66	54527.66	0.00

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05/15/2019	189147	J & M LANDSCAPE SOLUTIONS LLC		106025364.100	STR/MAINT&ADMIN - LANDSCAP SERV	1535	9122.60		/ /	
05/15/2019	189148	PALMER TRUCKS OF INDIANAPOLIS		106025222.100	STR/MAINT&ADMIN - VEH MAINT SUPP	I177271	704.85		/ /	
05/15/2019	189134	BLACKBURN MFG CO		106025220.100	STR/MAINT&ADMIN - GEN OPER SUPP	0590309-IN	185.77		/ /	
05/15/2019	189139	INDIANA TESTING INC		106025315.100	STR/MAINT&ADMIN - MED SERV	M40307	63.00		/ /	
05/15/2019	189274	OMNI ELECTRIC		106025369.100	STR/MAINT&ADMIN - OTH MAINT/RRP SERV	189	977.96		/ /	
SubTotal Department 025							25417.08			
**Department 026 STR/IMPROV&REHAB										
05/15/2019	189141	JAMES H DREW CORPORATION		106026421.110	STR/IMPROV&REHA - STREET RESURF	27844	2943.75		/ /	
SubTotal Department 026							2943.75			
SubTotal Fund 106							28360.83			
**Fund 107 LRS										
**Department 025 STR/MAINT&ADMIN										
05/15/2019	189159	IRVING MATERIALS INC		107025241.100	STR/MAINT&ADMIN - PAVING SUPP	70645974	84.44		/ /	
Sub Total Department 025							84.44			
SubTotal Fund 107							84.44			
**Fund 108 PARKS										
**Department 020 PRKS/MAINT&ADMIN										
05/15/2019	189262	KENNEY OUTDOOR SOLUTIONS		108020449.100	PRKS/MAINT&ADMIN - OTH OPER EQUIPT	808225-00	16995.00		/ /	
05/15/2019	189058	INDIANA OXYGEN COMPANY		108020223.100	PRKS/MAINT&ADMIN - EQUIPT MAINT SUPP	9233048	192.19		/ /	
05/15/2019	189234	TAYLORED SYSTEMS INC		108020314.100	PRKS/MAINT&ADMIN - SOFTWR LICENS & MAINT AG	075568	69.14		/ /	
05/15/2019	189003	RIVERVIEW HEALTH		108020315.100	PRKS/MAINT&ADMIN - MED SERV	5136	84.00		/ /	

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05/15/2019	189268	LOWES CREDIT SERVICES		108020225.100	PRKS/MAINT&ADMI - BLDG MAINT SUPP	02771?	18.99	✓	1/1	
05/15/2019	189268	LOWES CREDIT SERVICES		108020226.100	PRKS/MAINT&ADMI - LANDSCAP SUPP	14963	28.44	✓	1/1	
05/15/2019	189268	LOWES CREDIT SERVICES		108020220.100	PRKS/MAINT&ADMI - GEN OPER SUPP	02927	11.86	✓	1/1	
05/15/2019	189252	LOGAN STREET SIGNS & BANNERS		108020220.100	PRKS/MAINT&ADMI - GEN OPER SUPP	51899	240.00	✓	1/1	
05/15/2019	189252	LOGAN STREET SIGNS & BANNERS		108020390.100	PRKS/MAINT&ADMI - OTH SERV & CHRGS	51899	60.00	✓	1/1	
05/15/2019	189231	RCS CONTRACTOR SUPPLIES INC		108020220.100	PRKS/MAINT&ADMI - GEN OPER SUPP	98444	72.86	✓	1/1	
05/15/2019	189281	PLYMATES IMAGE MATS		108020361.100	PRKS/MAINT&ADMI - FACILITY MAINT SERV	2831392	62.11	✓	1/1	
05/15/2019	189267	PLYMATES IMAGE MATS		108020361.100	PRKS/MAINT&ADMI - FACILITY MAINT SERV	2829490	24.10	✓	1/1	
05/15/2019	189281	PLYMATES IMAGE MATS		108020361.100	PRKS/MAINT&ADMI - FACILITY MAINT SERV	2831589	55.40	✓	1/1	
05/15/2019	189231	PLYMATES IMAGE MATS		108020361.100	PRKS/MAINT&ADMI - FACILITY MAINT SERV	2832835	24.10	✓	1/1	
05/15/2019	189267	PLYMATES IMAGE MATS		108020361.100	PRKS/MAINT&ADMI - FACILITY MAINT SERV	2831173	24.10	✓	1/1	
05/15/2019	189267	PLYMATES IMAGE MATS		108020251.100	PRKS/MAINT&ADMI - CLOTH & ACCESSORIES	2829490	58.39	✓	1/1	
05/15/2019	189267	PLYMATES IMAGE MATS		108020251.100	PRKS/MAINT&ADMI - CLOTH & ACCESSORIES	2831173	58.39	✓	1/1	
05/15/2019	189281	PLYMATES IMAGE MATS		108020251.100	PRKS/MAINT&ADMI - CLOTH & ACCESSORIES	2832835	58.39	✓	1/1	
05/15/2019	189241	GRAINGER INC		108020220.100	PRKS/MAINT&ADMI - GEN OPER SUPP	9151780211	214.66	✓	1/1	
05/15/2019	189241	GRAINGER INC		108020224.100	PRKS/MAINT&ADMI - HSEKEEPING SUPP	9152861713	102.92	✓	1/1	
05/15/2019	189241	GRAINGER INC		108020224.100	PRKS/MAINT&ADMI - HSEKEEPING SUPP	9151057115	41.00	✓	1/1	
05/15/2019	189053	GRAINGER INC		108020224.100	PRKS/MAINT&ADMI - HSEKEEPING SUPP	9135161991	-49.40	✓	1/1	
05/15/2019	189053	GRAINGER INC		108020224.100	PRKS/MAINT&ADMI - HSEKEEPING SUPP	9136303725	456.00	✓	1/1	
05/15/2019	189053	GRAINGER INC		108020225.100	PRKS/MAINT&ADMI - BLDG	9136607562	144.75	✓	1/1	

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05/15/2019	189248	SWEITZERS BUSINESS SOLUTIONS		108020211.100	PRKS/MAINT&ADMI - STATIONARY/PRINT PAPER	1891346-0	283.22 ✓	11		
05/15/2019	189266	NAPA AUTO PARTS		108020223.200	PRKS/MAINT&ADMI - EQUIPT REPAIR PARTS	175684	105.83 ✓	11		
05/15/2019	189266	NAPA AUTO PARTS		108020223.100	PRKS/MAINT&ADMI - EQUIPT MAINT SUPP	175755	0.98 ✓	11		
05/15/2019	189266	NAPA AUTO PARTS		108020223.200	PRKS/MAINT&ADMI - EQUIPT REPAIR PARTS	175461	124.80 ✓	11		
05/15/2019	189004	AAA EXTERMINATING INC		108020361.100	PRKS/MAINT&ADMI - FACILITY MAINT SERV	350887	44.00 ✓	11		
05/15/2019	189263	CENTRAL INDIANA HARDWARE		108020225.200	PRKS/MAINT&ADMI - BLDG REPAIR PARTS	7224047	25.00 ✓	11		
05/15/2019	189270	STAPLES BUSINESS ADVANTAGE		108020210.100	PRKS/MAINT&ADMI - OFFICE SUPP	3410416013	156.91 ✓	11		
05/15/2019	189056	FEDEX		108020321.100	PRKS/MAINT&ADMI - MAIL & SHIP CHRGS	651644126	26.05 ✓	11		
05/15/2019	189001	NOBLESVILLE ACE HARDWARE		108020220.100	PRKS/MAINT&ADMI - GEN OPER SUPP	117679	2.86 ✓	11		
05/15/2019	189001	NOBLESVILLE ACE HARDWARE		108020220.100	PRKS/MAINT&ADMI - GEN OPER SUPP	117583	24.26 ✓	11		
05/15/2019	189001	NOBLESVILLE ACE HARDWARE		108020220.100	PRKS/MAINT&ADMI - GEN OPER SUPP	1904-025737	33.18 ✓	11		
05/15/2019	189001	NOBLESVILLE ACE HARDWARE		108020220.100	PRKS/MAINT&ADMI - GEN OPER SUPP	1901-012059	7.18 ✓	11		
05/15/2019	189238	NOBLESVILLE ACE HARDWARE		108020225.100	PRKS/MAINT&ADMI - BLDG MAINT SUPP	1904-028327	17.95 ✓	11		
05/15/2019	189052	MENARDS-CARMEL		108020220.100	PRKS/MAINT&ADMI - GEN OPER SUPP	70924	11.78 ✓	11		
05/15/2019	188999	MUSSELLMAN LANDSCAPE SOLUTIONS		108020226.100	PRKS/MAINT&ADMI - LANDSCAP SUPP	0003630	1380.00 ✓	11		
05/15/2019	189060	FREDERICKS INC		108020424.100	PRKS/MAINT&ADMI - BLDG/STRUC IMPROV	APP #1	24734.20 ✓	11		
05/15/2019	189054	HINCKLEY SPRINGS		108020365.200	PRKS/MAINT&ADMI - EQUIPT RENT CHRGS	15007077040719	143.96 ✓	11		
05/15/2019	189000	HERITAGE CRYSTAL CLEAN		108020361.100	PRKS/MAINT&ADMI - FACILITY MAINT SERV	15618966	50.00 ✓	11		
05/15/2019	189277	CERES SOLUTIONS COOPERATIVE INC		108020221.100	PRKS/MAINT&ADMI - VEHICLE FUEL	6563	46.91 ✓	11		

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05/15/2019	189277	CERES SOLUTIONS COOPERATIVE INC		108020221.100	PRKS/MAINT&ADMI - VEHICLE FUEL	1633575	528.94		//		
05/15/2019	189287	INDY TROLLEY LLC		108020390.100	PRKS/MAINT&ADMI - OTH SERV & CHRGS	MAY 25TH	1080.00		//		
05/15/2019	189002	MACALLISTER MACHINERY CO INC		108020223.100	PRKS/MAINT&ADMI - EQUIPT MAINT SUPP	P1239450	339.18		//		
05/15/2019	189002	MACALLISTER MACHINERY CO INC		108020449.100	PRKS/MAINT&ADMI - OTH OPER EQUIPT	P1239450	639.98		//		
05/15/2019	189249	CINDY VAUTAW		108020050.000	PRKS/MAINT&ADMI - DEPOSIT RELEASE	2001256.002	353.10		//		
05/15/2019	189249	CINDY VAUTAW		108020050.000	PRKS/MAINT&ADMI - DEPOSIT RELEASE	2001255.002	200.00		//		
05/15/2019	189250	EDDIE BLESSINGER		108020050.000	PRKS/MAINT&ADMI - DEPOSIT RELEASE	2001259.002	200.00		//		
05/15/2019	189251	KATHY MATTHEWS		108020050.000	PRKS/MAINT&ADMI - DEPOSIT RELEASE	2001258.002	200.00		//		
05/15/2019	189232	WES WILSON		108020352.100	PRKS/MAINT&ADMI - EQUIPT MAINT SERV	EQUIPT 1203	210.88		//		
05/15/2019	189283	SOPHIA SHARP		108020050.000	PRKS/MAINT&ADMI - DEPOSIT RELEASE	2001261.002	200.00		//		
05/15/2019	189283	SOPHIA SHARP		108020050.000	PRKS/MAINT&ADMI - DEPOSIT RELEASE	2001262.002	246.10		//		
SubTotal Department 020							50474.65				
**Department 023 PRKS/IMPROV&REHAB											
05/15/2019	189268	LOWES CREDIT SERVICES		108023490.100	PRKS/IMPROV&REH - OTH CAP OUTLAY	01041	33.70		//		
05/15/2019	189268	MENARDS-CARMEL		108023490.100	PRKS/IMPROV&REH - OTH CAP OUTLAY	71517	107.45		//		
05/15/2019	189052	MENARDS-CARMEL		108023449.100	PRKS/IMPROV&REH - OTH OPER EQUIPT	70923	647.01		//		
05/15/2019	189057	FINE LINES PAINTING		108023351.100	PRKS/IMPROV&REH - FACILITY MAINT SERV	5239	21600.00		//		
SubTotal Department 023							22388.16				
SubTotal Fund 108							72862.81				
**Fund 109 PARKS CAP											

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**Department 000 NON DEPT										
05/15/2019	189271	AUTOMATIC SUPPLY		109000314.100	PARKS - NON DEPT - SOFTWR LICENS & MAINT AGRMNTS	9002861	8000.00	✓	11	
05/15/2019	189271	AUTOMATIC SUPPLY		109000442.100	PARKS - NON DEPT - COMPUT & IT EQUIPT	9002861	3196.00	✓	11	
Sub Total Department 000							11196.00			
Sub Total Fund 109							11196.00			
**Fund 110 PARKS PRGMS										
**Department 021 PRKS/GOLF										
05/15/2019	189259	REYNOLDS FARM EQUIPMENT		110021223.200	PRKS/GOLF - EQUIPT REPAIR	P46205 PARTS	233.45	✓	11	
05/15/2019	189268	LOWES CREDIT SERVICES		110021225.100	PRKS/GOLF - BLDG MAINT SUPP	02964	95.25	✓	11	
05/15/2019	189261	GARY DEAKYNE INC		110021390.100	PRKS/GOLF - OTH SERV & CHRG	CONTRACT	2250.00	✓	11	
05/15/2019	189281	PLYMATES IMAGE MATS		110021361.100	PRKS/GOLF - FACILITY MAINT	2831393 SERV	57.45	✓	11	
05/15/2019	189281	PLYMATES IMAGE MATS		110021361.100	PRKS/GOLF - FACILITY MAINT	2831391 SERV	68.64	✓	11	
05/15/2019	189258	SITEONE LANDSCAPE SUPPLY		110021220.100	PRKS/GOLF - GEN OPER SUPP	902564936-001	50.00	✓	11	
05/15/2019	189258	SITEONE LANDSCAPE SUPPLY		110021220.100	PRKS/GOLF - GEN OPER SUPP	904670718-001	115.20	✓	11	
05/15/2019	189258	SITEONE LANDSCAPE SUPPLY		110021242.100	PRKS/GOLF - RD SALT & CHEM	87679513-001	2320.82	✓	11	
05/15/2019	189258	SITEONE LANDSCAPE SUPPLY		110021220.100	PRKS/GOLF - GEN OPER SUPP	90466787-001	172.80	✓	11	
05/15/2019	189258	SITEONE LANDSCAPE SUPPLY		110021242.100	PRKS/GOLF - RD SALT & CHEM	902564936-001	228.48	✓	11	
05/15/2019	189264	NOBLESVILLE ACE HARDWARE		110021225.100	PRKS/GOLF - BLDG MAINT SUPP	1904-028109	10.24	✓	11	
05/15/2019	189264	NOBLESVILLE ACE HARDWARE		110021223.200	PRKS/GOLF - EQUIPT REPAIR	1904-025480 PARTS	32.39	✓	11	
05/15/2019	189260	BRIDGESTONE GOLF INC		110021220.100	PRKS/GOLF - GEN OPER SUPP	1002807115	89.51	✓	11	



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05/15/2019	189260	BRIDGESTONE GOLF INC		110021220.100	PRKS/GOLF - GEN OPER SUPP	1002805838	146.97	✓	11	
05/15/2019	189051	BRIDGESTONE GOLF INC		110021220.100	PRKS/GOLF - GEN OPER SUPP	1002809101	95.89	✓	11	
05/15/2019	189051	BRIDGESTONE GOLF INC		110021220.100	PRKS/GOLF - GEN OPER SUPP	CM1002775842	-670.00	✓	11	
05/15/2019	189051	BRIDGESTONE GOLF INC		110021220.100	PRKS/GOLF - GEN OPER SUPP	CM1002760619	-122.40	✓	11	
05/15/2019	189051	BRIDGESTONE GOLF INC		110021220.100	PRKS/GOLF - GEN OPER SUPP	1002805694	1781.64	✓	11	
05/15/2019	189051	BRIDGESTONE GOLF INC		110021220.100	PRKS/GOLF - GEN OPER SUPP	CM1002785452	-130.53	✓	11	
05/15/2019	189051	BRIDGESTONE GOLF INC		110021220.100	PRKS/GOLF - GEN OPER SUPP	CM1002760620	-248.40	✓	11	
05/15/2019	189277	CERES SOLUTIONS COOPERATIVE INC		110021221.200	PRKS/GOLF - EQUIPT FUEL	1533576	521.14	✓	11	
SubTotal Department 021							7108.54			
**Department 022 PRKS/REC										
05/15/2019	189278	STAPLES BUSINESS ADVANTAGE		110022220.100	PRKS/REC - GEN OPER SUPP	ORDER #7217271458	319.19	✓	11	
05/15/2019	189121	ALICIA WOODS		110022390.100	PRKS/REC - OTH SERV & CHRGS	153	735.00	✓	11	
05/15/2019	189055	NOBLESVILLE SCHOOLS		110022390.100	PRKS/REC - OTH SERV & CHRGS	MILLER SCHOLARSHHP FUND	290.00	✓	11	
05/15/2019	189239	CARRIE AMSDEN		110022050.000	PRKS/REC - DEPOSIT RELEASE-JUNSPC	2001257.002	405.00	✓	11	
05/15/2019	189246	LETS GO SPORTS		110022390.100	PRKS/REC - OTH SERV & CHRGS	1002	928.80	✓	11	
05/15/2019	189282	SYEDA BASTIEN		110022050.000	PRKS/REC - DEPOSIT RELEASE-JUNSPC	2001263.002	10.00	✓	11	
SubTotal Department 022							2687.99			
SubTotal Fund 110							9796.53			
**Fund 112 DTWN DEV										
**Department 025 STR/MAINT&ADMIN										
05/15/2019	189129	MORPHEY CONSTRUCTION INC		112025366.200	STR/MAINT&ADMIN -	19-0280	37700.00		11	

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SubTotal Department 025							37700.00			
SubTotal Fund 112							37700.00			
**Fund 140 PROMO										
**Department 004 POLICE										
05/15/2019	189114	T & T SALES & PROMOTIONS		140004394.500	POLICE - OTH PROMO CHRGs	35091	266.00		/ /	
05/15/2019	189117	BTS PROMOTIONS INC		140004394.500	POLICE - OTH PROMO CHRGs	29628	381.73		/ /	
SubTotal Department 004							647.73			
**Department 020 PRKS/MAINT&ADMIN										
05/15/2019	189059	TOWNE POST NETWORK INC		140020390.100	PRKS/MAINT&ADM - PROMO NOVLTs & MATLS	10743-R	550.00		/ /	
SubTotal Department 020							550.00			
SubTotal Fund 140							1197.73			
**Fund 198 PARK IMPACT										
**Department 023 PRKS/IMPROV&REHAB										
05/15/2019	189247	LEHMAN & LEHMAN INC		188023390.100	PRKS/IMPROV&REH - OTH SERV & CHRGs	19-056	1382.31		/ /	
05/15/2019	189247	LEHMAN & LEHMAN INC		188023390.100	PRKS/IMPROV&REH - OTH SERV & CHRGs	19-057	952.50		/ /	
05/15/2019	189247	LEHMAN & LEHMAN INC		188023390.100	PRKS/IMPROV&REH - OTH SERV & CHRGs	19-058	3805.00		/ /	
SubTotal Department 023							6139.81			
SubTotal Fund 198							6139.81			
**Fund 199 ROAD IMPACT										
**Department 024 ENGINEER										
05/15/2019	189142	A & F ENGINEERING		189024313.100	ENGINEER - ENG CONSULT	16416	57500.00		/ /	
SubTotal Department 024							57500.00			
SubTotal Fund 024							57500.00			

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**Department 026 STR/IMP/PROV&REHAB										
05/15/2019	189145	USI CONSULTANTS		199026313.100	STR/IMP/PROV&REHA - ENG CONSULT	9065	1208.00		/ /	
05/15/2019	189143	BEAM LONGEST NEFF		199026313.100	STR/IMP/PROV&REHA - ENG CONSULT	60371	11113.65		/ /	
SubTotal Department 026							12321.65			
SubTotal Fund 199							69821.65			
**Fund 258 DP/FINCH CRK PARK										
**Department 023 PRKS/IMP/PROV&REHAB										
05/15/2019	189050	MYERS CONSTRUCTION MGMT INC		258023424.100	DP/FIN - PRKS/IMP/PROV&REH - APP #9 BLDG/STRUC IMPROV		402152.10		/ /	
05/15/2019	189288	WATERWORKS INTERNATIONAL		258023449.100	DP/FIN - PRKS/IMP/PROV&REH - 7882 OTH OPER EQUIPT		91970.00		/ /	
SubTotal Department 023							494062.10			
SubTotal Fund 258							494062.10			
**Fund 300 SEW WRKS OPR										
**Department 000 NON DEPT										
05/15/2019	189091	SEWAGE WORKS DEPRECIATION		300000012.000	NON DEPT - UTIL CASH TRANS OUT-UNSPC	DEP 301-012 / ADJ 301-301-000.000	73977.00		/ /	
05/15/2019	189092	SEWAGE REVOLVING LOAN 307		300000012.000	NON DEPT - UTIL CASH TRANS OUT-UNSPC	DEP 307-012 / APRIL	8333.33		/ /	
05/15/2019	189090	TRANSFER TO SINKING FUND		300000012.000	NON DEPT - UTIL CASH TRANS OUT-UNSPC	DEP 302-012.000 / APRIL	367526.67		/ /	
05/15/2019	189176	DEBORAH KERN		300000062.000	NON DEPT - UTILITY FEE REFUND	560 N 14TH ST	49.53		/ /	
05/15/2019	189175	HTE HOUSING LLC		300000062.000	NON DEPT - UTILITY FEE REFUND	10534 MAGENTA DR	140.22		/ /	
05/15/2019	189177	JEREMY VARDAMAN		300000062.000	NON DEPT - UTILITY FEE REFUND	843 WESTRIDGE CIR	6.61		/ /	
05/15/2019	189178	DAVID & MICHELLE STEINER		300000062.000	NON DEPT - UTILITY FEE REFUND	5998 SALISBURY LN	46.22		/ /	
05/15/2019	189179	EDWIN CARTER		300000062.000	NON DEPT - UTILITY FEE REFUND	18867 MONARCH SPRINGS DR	56.30		/ /	
05/15/2019	189180	GENESIS CHURCH		300000062.000	NON DEPT - UTILITY FEE REFUND	1700 PLEASANT ST	32.77		/ /	

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05/15/2019	189181	GREG BARTLETT		300000062.000	NON DEPT - UTILITY FEE REFUND	7155 BLUE RIDGE DR	24.37		//		
05/15/2019	189182	CARRIE BASSO		300000062.000	NON DEPT - UTILITY FEE REFUND	11419 PEGASUS DR	5.46		//		
05/15/2019	189183	WENJUAN CURTIS		300000062.000	NON DEPT - UTILITY FEE REFUND	10250 GOLDEN DR	41.28		//		
05/15/2019	189184	KRISTEN HOLTSCLOW		300000062.000	NON DEPT - UTILITY FEE REFUND	15567 OLD POND CIR	46.22		//		
05/15/2019	189185	MARCIA A OMALIA		300000062.000	NON DEPT - UTILITY FEE REFUND	11898 BUCK CREEK CIR	90.97		//		
05/15/2019	189186	JACK D ROBERTS		300000062.000	NON DEPT - UTILITY FEE REFUND	18704 PRAIRIE CROSSING DR	46.22		//		
05/15/2019	189187	JOE TOURNEY		300000062.000	NON DEPT - UTILITY FEE REFUND	3204 LONG WALK CT	34.51		//		
05/15/2019	189188	US BANK TRUST NA		300000062.000	NON DEPT - UTILITY FEE REFUND	19516 GOLDEN MEADOW WAY	51.18		//		
05/15/2019	189189	LAUREN VAIL		300000062.000	NON DEPT - UTILITY FEE REFUND	12425 DEERVIEW DR	70.34		//		
05/15/2019	189190	ROB SMITH		300000062.000	NON DEPT - UTILITY FEE REFUND	15304 CLEAR ST	65.32		//		
SubTotal Department 000							450584.52				
**Department 030 UTIL/ADMIN											
05/15/2019	189031	RIVERVIEW HEALTH		300030315.100	UTIL/ADMIN - MED SERV	15704	125.00		//		
05/15/2019	189034	STAPLES BUSINESS ADVANTAGE		300030210.100	UTIL/ADMIN - OFFICE SUPP	8053904306	153.40		//		
05/15/2019	189087	SOUTHERN COMPUTER WAREHOUSE		300030210.100	UTIL/ADMIN - OFFICE SUPP	IN-000568535	93.23		//		
SubTotal Department 030							371.63				
**Department 031 UTIL/BILL											
05/15/2019	189032	SHRED IT USA LLC		300031361.100	UTIL/BILL - FACILITY MAINT SERV	8127021439	15.93		//		
SubTotal Department 031							15.93				
**Department 032 UTIL/STORM											
SubTotal Department 032							15.93				

Accounts Payable Register

DATE FILED	APV #	NAME OF PAYEE	PO #	APPROP #	APPROPRIATION	DESCRIPTION	AMOUNT	CHECK #	CHECK DATE	MEMORANDUM
SubTotal Fund 330										
**Fund 500 RDC PRO SRVCS										
**Department 000 NON DEPT										
05/15/2019	188996	O W KROHN AND ASSOC LLP		500000312.100	RDC PR - NON DEPT - FIN CONSULT	RDVLPMT COMMISSION	1225.00		1/1	
SubTotal Department 000										
SubTotal Fund 500										
**Fund 603 EVENT SPONSORS										
**Department 122 FED HILL PGRMS										
05/15/2019	189276	RIZINGSTAR ENTERTAINMENT		603122390.100	FED HILL PGRMS - OTH SERV & CHRGS	STACIE SANDOVAL GRUPO TUMBAO	2695.00	✓	1/1	
05/15/2019	189230	MICHAEL OTTINGER		603122390.100	FED HILL PGRMS - OTH SERV & CHRGS	FHC COMMONS SHOW	600.00	✓	1/1	
05/15/2019	189289	CRAIG THURSTON		603122390.100	FED HILL PGRMS - OTH SERV & CHRGS	2774	250.00	✓	1/1	
05/15/2019	189286	CRAIG THURSTON		603122390.100	FED HILL PGRMS - OTH SERV & CHRGS	2772	250.00	✓	1/1	
05/15/2019	189290	ARTISAN EXPERIENCE		603122390.100	FED HILL PGRMS - OTH SERV & CHRGS	05/17/19	300.00	✓	1/1	
SubTotal Department 122										
SubTotal Fund 603										
**Fund 801 REV HLD/UTIL										
**Department 000 NON DEPT										
05/15/2019	189275	BRAD SCHOEFF		801000020.000	REV HL - NON DEPT - PASS THRU-UNSPC	OVERPAYMENT INPSECTION FEES	250.00		1/1	
SubTotal Department 000										
SubTotal Fund 801										
*** GRAND TOTAL ***										
							1493626.99			

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 10 pages and except for accounts payables not allowed as shown on the Register such accounts payables are hereby allowed in the total amount of \$ 576,314.09.

Dated this 15 day of May.

[Signature] \_\_\_\_\_  
[Signature] \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Signatures of Governing Board



## Fund Report for March 2019

**NRO – REVENUE**  
 \$ 12,740.59- Golf  
 \$ 34,438.81- Rec.  
 \$ 47,179.40- TOTALS

**NRO – BALANCE**  
 \$ (81,227.18) - Golf  
 \$ 29,692.90- Rec  
 (\$ 51,534.28) - TOTALS

**NRC – REVENUE**  
 \$ 3,483.00- Reg NRC  
 \$ 0.00 - DuPont  
 \$ 0.00- Finch Creek PILOS  
 \$ 3,483.00- TOTALS

**NRO – DISBURSED**  
 \$ 32,042.42 - Golf  
 \$ 20,224.96 - Rec.\*  
 \$ 52,267.38- TOTALS

**NRC – DISBURSED**  
 \$ 3,130.00- Reg NRC  
 \$ 6,552.01- DuPont  
 \$ 0.00 - Finch Creek PILOS  
 \$ 9,682.01- TOTALS

**NRC – BALANCE**  
 \$184,403.48 - Reg NRC  
 \$ 0.00 - DuPont  
 \$ 2,201.16 - Finch Creek PILOS  
 \$ 186,604.64 - TOTALS



## NOBLESVILLE PARKS AND RECREATION REPORT APRIL 2019

**Enrollment:** We had 1,105 participants in programs, which was an increase of 941 participants from April, 2018. February 2018. This increase is reflecting new programs taking off and maxing out enrollments. Kristi, Amber and Kaitlyn with their part time team have really taken the creativity and marketing to a new level. I could not be prouder of what they have accomplished since January of 2019. We also had 96 drop in visitors with the pickleball season coming to an end. April 2019 grand total of participants is 1,201.

<u>Recreation Annex Rentals</u>		<u>(July 1, 2018 – June 30, 2019)</u>		<u>Reserved</u>
Atrium/Auditorium	\$15,905	70%	=	\$11,113.50
Auditorium Staffing	\$645	0%		\$645.00
Gyms	\$20,000	50%	=	\$10,000.00
Gyms	\$24,875	80%	=	\$19,900.00
Gross	\$61,425	Parks		\$41,678.50 Parks Net

<u>POS Pickleball</u>	<u>(January 1 to Present)</u>	<u>Jan 29</u>
Sports Drop-In		\$3,885.00
Sports Passes		\$3,800.00
Dance Drop-In		\$150.00
Dance Passes		\$350.00
Fitness Drop-In		\$660.00
Fitness Passes		\$0.00
		\$8,845.00

### Auditorium

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

Grand Park Basketball	Gym	April 26-28
Grand Park Basketball	Gym	May 17-19
Grand Park Basketball	Gym	July 5-13
Bubble Ball	Travel	May 11
Bubble Ball	Travel	May 18
Rec2Go	Birthday Party	June 22



**Date: April 26, 2019**

**FINCH CREEK PARK – PHASE I: 16233 Boden Road, Noblesville, IN**

**RE: Progress Meeting - Myers Construction Management, Inc.  
13518 Myrtle Lane, Fishers, IN 46038  
Office: (317) 773-3590**

**Contacts: Don Myers, Project Manager: (317) 710-4657 don@myerscm.com  
Jason Lovell, Superintendent: (317) 710-4642 jason@myerscm.com  
Chad Arnold, Estimator/Project Coordinator chad@myerscm.com  
(317) 716-7610**

**Previous Two Weeks: (Apr. 12 thru April 25)**

- IAWC completed 2-2" domestic water taps.
- Installed seat wall footing and began forming foundation wall.
- Completed installing entire fiber conduit.
- Installed footings for shade structure.
- Began installing walks around playground.
- Began installing walks from pickleball courts to Trailhead building.
- Completed curbs in all parking lots and began backfilling.
- Installed strings in underground conduits and began pulling wire.
- Install roof penetrations on Restroom and Trailhead buildings.
- Complete installation of metal roofs on both building.
- Completed sanitary tap and began pipe installation towards Maintenance building.
- Installed rigid insulation behind stone veneer at Maintenance building.
- Installed water heater and softener at Maintenance building.
- Installed tube heater & furnace exhaust/intakes flues thru Maintenance roof.
- Delivers- CMU, Trees,
- 

**Next Two Weeks: (April 26 thru May 10)**

- Complete testing of fire service and domestic water lines.
- Complete installation of domestic service lines to future buildings.
- Complete video test of sanitary main at Restroom building.
- Complete installation of sanitary back check valves at Restroom & Trailhead.
- Begin underground rough-ins for splash pad.
- Complete subsurface drains south of splashpad area.
- Complete foundation wall for splash pad seat wall.
- Complete sidewalk and curb installation around playground.
- Complete concrete curb for trees in playground.
- Install remaining subsurface drainage at playground.

**Next Two Weeks: (April 26 thru May 10) - continued**

- Begin concrete paving at Restroom Pavilion and drop off circle.
- Begin installing playground equipment.
- Complete installation of subsurface drains at parking lot structures.
- Complete stone base installation at parking lots and courts.
- Begin asphalt paving at south parking lot.
- Drill well at staked location.
- Begin installing irrigation mains on north side of jobsite.
- Install HM door frames at Restroom & Trailhead buildings.
- Begin installation of ceiling grid in offices.
- Continue installation of sanitary line to maintenance building.

**RFI's:**

<u>Description</u>	<u>Status</u>
- RFI #1 thru #20	- Approved
- RFI #21: Laminated Arch Column Bases	- <b>Submitted 3/5</b> - Reviewed in Mtg.
- RFI #22: Grade at structures	- <b>Addressed</b> via Jennifer e-mail
- RFI #23: Foundation at CMU	- <b>Submitted 3/12</b> - Bob gave Verbal
- RFI #24: CMU walls at Laminated bracing	- <b>Submitted 3/12</b> - Bob Answered

**Change Order Requests:**

<u>Description</u>	<u>Status</u>
- COR #1: Rehab of the bridge over the ditch	- Added per C.O. #3
- COR #2: Revised Shared Parking Lot Price	- Added per C.O. #2
- COR #3: Changing removable bollards	- Added per C.O. #2
- COR #4: Add lime to Shared Parking lot	- Added per C.O. #3
- COR #5: Modifications due to RFI #4	- Added per C.O. #3
- COR #6: Modifications due to RFI #7	- Added per C.O. #3
- COR #7: Revised Land Form Enhancements (Alt #2)	- Now PR #3
- COR #8: Pickleball fence modifications	- Added per C.O. #4
- COR #9: Failed Proof Roll work at South Drive & at the Accel/Decel lanes.	- Added per C.O. #4
- COR #10: Cost increases of the basketball goals	- Added per C.O. #4
- COR #11: Install sanitary to Trailhead building	- Added per C.O. #4
- COR #12: Install 4" water shut-off valve to RR.	- Added per C.O. #4
- COR #13: Fieldhouse entrance modifications	- Added per C.O. #4
- COR #14: HVLS change 2 fans to single phase	- Added per C.O. #5
- COR #15: Change water meter vault from 4" to two 2".	- Added per C.O. #5
- COR #16: Irrigation modifications	- Added per C.O. #5
- COR #17: Add Fiber Conduit to RR	- Added per C.O. #5
- COR #18: Add Trailhead Epoxy Flooring	- Added per C.O. #5
- COR #19: Ductwork modifications, RFI 16	- Added per C.O. #5
- COR #20: Conduits changes for Water Quality unit.	- Added per C.O. #5

- COR #21: Check Valves for restrooms - Add \$1,789.00
- COR #22: Electric Locks - T.B.D.
- COR #23: Lime Stabilization remaining parking - Add \$32,148.00

**Proposal Requests:**

**Status**

- PR #1: Add in revised Maintenance Building. - Added per C.O. #2
- PR #2: Site modifications - Added per C.O. #4
- PR #3: Modified Landform area - Add \$69,216.00 \*See Below

\* PR #3 – It has been requested to separate out the new Tree cost for approval now and the balance of the scope to be approved at a later date, once other costs have been identified.

- Option A: for Trees & Grates is..... \$ 37,762.00 Added per C.O. #5
- Option B: for balance of scope is..... \$ 31,454.00

**Change Orders:**

- Contract Amount (Base Bid + Alt. #1, #5 and #7).....	\$ 7,082,000.00
- Change Order #1: Reduces Scope of Work.....	(\$1,046,705.00)
- Change Order #2: COR #2 Shared Parking Lot, PR #1 Maintenance..	\$ 1,087,900.00
- Change Order #3: COR #1, COR #4, COR #5, COR #6.....	\$ 66,186.00
- Change Order #4: PR #2, COR's #8, #9, #10, #11, #12, & #13.....	\$ 30,285.00
- Change Order #5: COR #14, #15, #16, #17, #18, #19, PR #3A.....	<u>\$ 54,966.00</u>
<b>Current Contract Amount.....</b>	<b>\$ 7,278,044.00</b>

**Future Change Order #6 Summary:**

- COR #21.....Add \$ 1,789.00
- COR #22.....Add \$ TBD

**Allowance Authorizations:**

- None Assigned to Date.

**Submittals MCMI is due to Context:**

- 079200 Joint Sealants
- 262713 Electricity Metering and Incoming Electrical Service (Waiting on Duke)
- 328400 Irrigation Additional info (required?)

**Submittals Context is due to MCMI:**

- 329200 Turf and Grasses PD, submitted 12/6/18
- 329300 Plants PD, submitted 12/6/18

**Submittals Elements Engineering is due to MCMI:**

- none

**Submittals Peterson Architecture is due to MCMI:**

- 061000 Rough Carpentry, submitted 2/5/19
- 095100 Acoustical Ceilings, submitted 2/18/19

**Submittals Lynch, Harrison, & Brumleve is due to MCMI:**

- none

**Submittals KBSO Consulting is due to MCMI:**

- none

**Current Site Issues:**

- 1) MCMI is incurring extra mobilization costs from Reith Riley for Stone and Asphalt and Rice for Lime. Is there any opportunity to recover this costs, which can be contributed to not being able to construct the North and South drives at the same time?
- 2) Access drives to Aquaswirls need finalized for pricing.
- 3) Final pricing needs submitted for electronic strikes at restroom doors.
- 4) Determine final design of signage for pricing.
- 5) There are flow sensors installed in the fire vault. Does this need to be monitored by an alarm system?
- 6) Control joint layout for walks and Pavilion concrete.
- 7) Pad for irrigation was staked per coordinates given and it is on the slope of the pond.
- 8) Are the interior walls of the entries at the Trailhead & Restroom buildings intended to be painted block?
- 9) Need to verify how cast stone sill is to be supported at the Trailhead and Restroom buildings.

**Other Comments or Concerns:**

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**\*\* Next Meeting is Friday, May 10, 2019 at 10:00 am \*\***

**\*Contractor Meeting at 9 am\***



# Noblesville Park Board

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Wednesday, May 15, 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

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## ***Park Terms and Definitions:***

### ***Summary:***

The project was rebid as approved by the board. The architect's estimate was 300k when we subtracted owner provided elements to the project. Two bids were submitted after the rejection of the first round of bids. Bids were opened on May 10<sup>th</sup> at 3pm. Myers Construction has submitted a bid that is within the scope of the budget of the project and is the lowest and most responsive bidder based on base bid plus awarded alternates. Staff recommends award of the bid in the amount of \$322,900 to Myers Construction. The base bid amount was \$311,600. Alternate 1, additional landscaping plantings, is \$7,000. Alternate 3, electrical install and owner provided light pole install, is \$4300. Alternate 2 is not being accepted at this time. We will work with local vendors to add a few additional items into the project based on pricing that is owner provided, mostly artwork and signage into the park.

### **Background:**

This item is approval from the board to advertise for bids for the renovation of Seminary Park. The board approved a rebid at its April 17<sup>th</sup> meeting after rejecting the submitted bid due to it being too high. The staff and design team redefined the project to try to get a project that was within budget and met all of the requirements.

### **Recommendation:**

Staff recommends acceptance of submitted bid that is the lowest and most responsible bidder.

**BID OPENING  
SEMINARY PARK  
MAY 10, 2019**


Bids were received pursuant to public notice at the office of the Clerk on Friday, May 10, 2019 for a 3:00 p.m. bid opening. Those present were City Clerk Evelyn Lees, City Attorney Michael Howard, Director of Parks and Recreation Brandon Bennett, Engineering Consultant Michael Hendricks, Jeff Mader of Mader Design, and a representative of a bidder. All bids were received on time.

Mr. Howard stated the first bid was from Morphe Construction, Inc. Their Form 96, non-collusion affidavit, bid bond, and financial statement were included in the packet. They acknowledged receipt of one addendum. Their base bid was \$294,324.00. Alternate Bid 1 was \$18,000.00; Alternate Bid 2 was \$15,000.00; and Alternate Bid 3 was \$20,000.00.

Mr. Howard stated the second bid was from Myers Construction Management, Inc. Their Form 96, non-collusion affidavit, bid bond, and sealed financial statement were included in the packet. They acknowledged receipt of one addendum. Their base bid was \$311,600.00. Alternate Bid 1 was \$7,000.00; Alternate Bid 2 was \$5,200.00; and Alternate Bid 3 was \$4,300.00.

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

Mr. Howard referred the bids for review and recommendation by the Parks and Recreation Department and their consultants. He stated the bids will be presented to the Park Board at their meeting on May 15, 2019 at 6:00 p.m. in The Green Room at Federal Hill Commons, 107 Logan Street.

  
EVELYN LEES, CLERK  
CITY OF NOBLESVILLE

# Noblesville Park Board

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Wednesday, May 15, 2019

**Subject:** Board to consider agreement with Kona Ice

**Summary:** Kona Ice Partnership in Noblesville Parks

**Agenda Item:** New Business Item #2

**Recommendation:** Staff recommend approving the agreement

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

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## ***Park Terms and Definitions:***

### ***Summary:***

Parks staff recommend the approval of this agreement with Kona Ice of Indy. This partnership allows Kona Ice to sell their product in Dillon Park on a semi-permanent basis (via parked trailer with approved location) and at Federal Hill Commons on a daily, rolling basis. Kona Ice will provide 20% of sales back to Noblesville Parks for the partnership. We will not be collaborating with them for sales at Forest Park due to the addition of the carousel, putt-putt and concession operation being taken over by the Recreation division.

### ***Background:***

Kona Ice of Indy have been a great, long term food vendor partner with Noblesville parks through the past few years. They're consistently timely, represent our events very well and are trustworthy partners.

### ***Recommendation:***

**Staff recommend approving the agreement with Kona Ice of Indy.**

# City of Noblesville Form Contract for Services

Kona Ice of Indy

Service Provider

Kona Ice Service in Parks

Type of Service

This Form Contract for Services (hereinafter referred to as "Agreement"), entered into by and between the City of Noblesville and/or one of its departments (hereinafter referred to as "Noblesville"), and Kona Ice of Indy (hereinafter referred to as "Contractor"), is executed pursuant to the terms and conditions set forth herein. In consideration of those mutual undertakings and covenants and other good and valuable consideration, the adequacy of which is mutually acknowledged, the parties agree as follows:

## SECTION I. DUTIES OF CONTRACTOR.

- 1.01 The Contractor shall provide the services as set forth or described in *Attachment A*, attached to and made a part of this Agreement. The Contractor agrees that the services shall be consistent with generally accepted commercial standards in the relevant trades or professions. To the extent *Attachment A* purports to incorporate contractual terms of service, any such terms are voidable at the option of Noblesville.

## SECTION II. TERM.

- 2.01 This Agreement shall be in effect until the services described in *Attachment A* are fully and satisfactorily performed and Noblesville has paid Contractor for applicable services, unless earlier terminated in accordance with this Agreement.
- 2.02 This Agreement may be renewed beyond the expiration by agreement of parties. The term of the renewal shall not be longer than the term of the original Agreement. A renewal shall be by written notice sent by either party and written acceptance by the other. All other terms and conditions of the Agreement shall remain the same as set forth herein and may be amended only by written instrument signed by both Noblesville and Contractor and attached hereto as an amendment.

## SECTION III. COMPENSATION OF THE CONTRACTOR.

- 3.01 The Contractor shall furnish all labor, materials, supplies, and services in accordance with the conditions of this Agreement necessary to complete the services as defined in *Attachment A*.
- 3.02 Payment will be for the amount set forth in *Attachment A*. No payments will be provided prior to commencement of services, absent a performance bond from Contractor adequate to cover the cost of completing such services.
- 3.03 Contractor shall submit a properly itemized invoice referencing services performed and/or applicable expenses incurred under this Agreement. Contractor shall cooperate with and provide any other necessary information to Noblesville. Noblesville will pay Contractor within ninety (90) days after receipt of such properly itemized and legitimate claim forms under agreed schedules, and following approval of such claim(s) by applicable governmental bodies as provided by law. All payments are further subject to appropriations as required by applicable law.

#### SECTION IV. GENERAL PROVISIONS.

- 4.01 Independent Contractor. The parties agree that Contractor is an independent contractor as that term is commonly used and is not an employee of Noblesville. As such, Contractor is solely responsible for all taxes and none shall be withheld from the sums paid to Contractor. Contractor acknowledges that it is not insured in any manner by Noblesville for any loss of any kind whatsoever. The Contractor has no authority, express or implied, to bind or obligate Noblesville in any way.
- 4.02 Subcontracting. The parties agree that Contractor shall not subcontract, assign or delegate any responsibility to perform services to be performed pursuant to this Agreement without prior written approval of Noblesville. In the event that Noblesville approves of any such subcontracting, assignment or delegation, Contractor shall remain responsible for managing, directing and paying the person or persons to whom such responsibilities or obligations are sublet, assigned or delegated. Noblesville shall have no obligation whatsoever toward such persons. Contractor shall take sole responsibility for the quality and quantity of any services rendered by such persons. Any consent given in accordance with this provision shall not be construed to relieve Contractor of any responsibility for performing under this Agreement. Contractor shall be responsible for a background, criminal history, and e-verify check on any additional person involved in performing services pursuant to this Agreement, and the Contractor and any additional persons shall have the duty to report an arrest or the filing of criminal charges against them in writing to Noblesville.
- 4.03 Necessary Qualifications. Contractor certifies that it will furnish to Noblesville, if requested, any and all documentation, certification, authorization, license, permit, or registration required by the laws or rules and regulations of Noblesville, other units of local government, the State of Indiana, and the United States. Contractor further certifies that it is now and will remain in good standing with such governmental agencies and that it is now and will maintain all licenses, permits, registrations, authorizations, or certifications, as applicable to the services in force during the term of this Agreement.
- 4.04 Confidentiality of Noblesville Information. Contractor understands that the information provided to it or obtained from Noblesville during the performance of its services may be confidential and may not, without prior written consent of Noblesville, be disclosed to a person not in Noblesville's employ except to employees or agents of Contractor who have a need to know in order to provide the services. Further, Contractor's Work Product generated during the performance of this Agreement is confidential to Noblesville. The obligations of this section shall survive the termination of this Agreement and shall be applicable to the full extent permissible under statutes governing access to public records. Confidential information shall not include information, that: (a) was known by Contractor at the time it was received; (b) is, as of the time of its disclosure or thereafter becomes, part of the public domain through a source other than Contractor; (c) is made known to Contractor by a third person who does not impose any obligation of confidence on Contractor with respect to such information; (d) is required to be disclosed pursuant to governmental authority, law, regulation, duly authorized subpoena, or court order whereupon Contractor shall provide notice and an opportunity to object to Noblesville prior to such disclosure; or (e) information that is independently developed by Contractor without references to the confidential information. Contractor shall not, under any circumstances, release information provided to it by, or on behalf of, Noblesville that is required to be kept confidential by Noblesville pursuant to Indiana law, except as contemplated by this section, clause (d).
- 4.05 Records; Audit. Contractor shall maintain books, records, documents and other evidence directly pertinent to performance of services under this Agreement. Contractor shall make such materials available at its offices at all reasonable times during the Agreement period and for three (3) years from termination or the date of final payment under this Agreement for inspection by Noblesville or any other authorized representative of Noblesville. Copies thereof, if requested, shall be furnished at no cost to Noblesville.
- 4.06 Ownership of Documents and Materials. All documents, including records, programs, data, film, tape, articles, memos, and other materials, created or developed under this Agreement, shall be considered "work for hire" and the Contractor transfers any ownership claim to Noblesville and all such matters will be the property of Noblesville. Use of these materials, other than related to contract performance by the Contractor, without the prior written consent of Noblesville, is prohibited. During the performance of the

services specified herein, the Contractor shall be responsible for any loss or damage to these materials developed for or supplied by Noblesville and used to develop or assist in the services provided herein while the materials are in the possession of the Contractor. Any loss or damage thereto shall be restored at the Contractor's expense. Full, immediate, and unrestricted access to the work product of the Contractor during the term of this Agreement shall be available to Noblesville. Notwithstanding the foregoing, Contractor shall be entitled to retain a set of its work papers in accordance with professional standards.

In the event Noblesville subsequently uses the documents or materials without retaining the services of Contractor, Noblesville releases the Contractor only from claims and causes of action arising from such subsequent use, but not under the services of this Agreement. Noblesville, to the extent permitted by law, further agrees to indemnify and hold harmless the Contractor from claims and causes of action asserted by any third person or entity to the extent such arises from the Noblesville's subsequent use of documents or materials under this Section.

Notwithstanding the foregoing, it is understood and agreed that Contractor shall retain all of its rights in its proprietary information including, without limitation, methodologies and methods of analysis, ideas, concepts, expressions, know how, methods, techniques, skills, knowledge and experience possessed by Contractor prior to, or acquired by Contractor during the performance of this Agreement and the same shall not be deemed to be Work Product or Work For Hire and Contractor shall not be restricted in anyway with respect thereto.

#### 4.07 Termination for Cause or Convenience.

- 4.07.1 If Contractor becomes insolvent, or if it refuses or fails to perform the work and services provided by this Agreement, or if it refuses to perform disputed work or services as directed pending resolution of such dispute, or if it fails to make payments to subcontractors or consultants employed by it, or if it otherwise violates or fails to perform any term, covenant or provision of this Agreement, then Noblesville may, without prejudice to any other right or remedy, terminate this Agreement in whole or in part, in writing, provided that Contractor shall be given, except in the case of emergencies, (a) not less than ten (10) calendar days' notice of Noblesville's intent to terminate, and (b) an opportunity for consultation with Noblesville prior to termination. In determining the amount of final payment to be made to Contractor upon such termination for default, if any, no amount shall be allowed for anticipated profit on unperformed services or other work; furthermore, an adjustment shall be made to the extent of any additional costs incurred or reasonably foreseen by Noblesville to be incurred by reason of Contractor's default.
- 4.07.2 This Agreement may be terminated in whole or in part in writing by Noblesville for Noblesville's convenience; provided that Contractor is given (a) not less than thirty (30) calendar days' notice of intent to terminate and (b) an opportunity for consultation with Noblesville prior to termination. If Noblesville effects termination for convenience, Contractor's compensation shall be equitably adjusted.
- 4.07.3 Upon receipt of a termination action for default or for Noblesville's convenience, Contractor shall (a) promptly discontinue all services affected, unless the termination notice directs otherwise, and (b) deliver or otherwise make available to Noblesville all data, drawings, specifications, reports, estimates, summaries, and such other information, materials or documents as may have been accumulated by Contractor in performing this Agreement, whether completed or in process.
- 4.07.4 If, after termination for Contractor's default, it is determined that Contractor was not in default, the termination shall be deemed to have been effected for the convenience of Noblesville. In such event, adjustment of the price provided for in this Agreement shall be made as provided in Paragraph 5.07.2 and the recovery of such price adjustment shall be Contractor's sole remedy and recovery.
- 4.08 Termination for Failure of Funding. Notwithstanding any other provision of this Agreement and pursuant to Indiana law, if funds for the continued fulfillment of this Agreement by Noblesville are at any time insufficient or not forthcoming through failure of any entity to appropriate funds or otherwise, then Noblesville shall have the right to terminate this Agreement without penalty by giving written notice documenting the lack of funding, in which instance unless otherwise agreed to by the parties, this Agreement shall terminate and become null and void.



4.09 Remedies. Following the occurrence of any default, breach, or other failure to perform requisite services, or an act of negligence or misconduct causing damage to Noblesville, by contractor or any of its employees, agents, or subcontractors, Noblesville shall have every remedy now or hereafter existing at law or in equity or by statute or otherwise which may be available to Noblesville. This provision shall survive any termination of this Agreement.

4.10 Indemnification. Contractor agrees to indemnify, defend, and hold harmless Noblesville and its officers, agents, officials, and employees for any and all third party claims, actions, causes of action, judgments and liens to the extent they arise out of any act or omission by Contractor or any of its officers, agents, employees or subcontractors, regardless of whether or not it is caused in part by the negligence of a party indemnified hereunder. Such indemnity shall include attorney's fees and all costs and other expenses arising therefrom or incurred in connection therewith and shall not be limited by reason of the enumeration of any insurance coverage. Noblesville will not provide such indemnification to the Contractor. This provision shall survive any termination of this Agreement.

4.11 Insurance. Prior to conducting any physical work under this agreement on any Noblesville property and until such work is completed, Contractor shall add and maintain Noblesville as an additionally named insured on a Comprehensive General Liability ("CGL") insurance policy acceptable to Noblesville, with coverage being primary and non-contributory with respect to any insurance carried by Noblesville and shall also waive all rights of subrogation against Noblesville. The CGL insurance policy shall provide coverage on an occurrence basis with a per occurrence limit of no less than two million dollars (\$2MM) for bodily injury and broad form property damage, including any damage to Noblesville property. The Contractor shall furnish certificates of insurance provided by the insurer, and the certificates shall provide that such insured is in effect and will not be cancelled during the required period without thirty (30) days prior written notice of such cancellation to Noblesville.

4.12 Notice. Any notice or other correspondence required to be sent under this Agreement shall be sent to:

To Contractor:

Kona Ice of Indv  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

To Noblesville:

*Noblesville Parks and Recreation*  
*701 Cicero Rd.,*  
*Noblesville, IN 46060*  
Attn: Mike Hoffmeister

4.13 Disputes. Contractor shall carry on all work required under this Agreement and maintain the schedule for services during all disputes or disagreements with Noblesville. No work shall be delayed or postponed pending resolution of any disputes or disagreements except as Contractor and Noblesville may otherwise agree in writing. Should the Contractor fail to continue to perform its responsibilities as regards all non-disputed work without delay, any additional costs incurred by Noblesville or the Contractor as a result of such failure to proceed shall be borne by the Contractor, and the Contractor shall make no claim against Noblesville for such costs. Noblesville may withhold payments on disputed items pending resolution of the dispute.

4.14 Non-discrimination. Contractor and its subcontractors shall not discriminate against any employee or applicant for employment to be employed in the performance of this Agreement, with respect to her or his hire, tenure, terms, conditions, or privileges of employment, or any matter directly or indirectly related to employment, because of her or his race, religion, color, sex, sexual orientation, handicap, disability, national origin, ancestry, disabled veteran status, or Vietnam-era veteran status. Breach of this section shall be regarded as a material breach of this Agreement.

4.15 Conflict of Interest. Contractor certifies and warrants to Noblesville that neither it nor any of its agents, representatives or employees who will participate in the performance of any services required by this Agreement has or will have any conflict of interest, direct or indirect, with Noblesville.

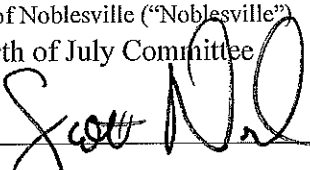
- 4.16 Force Majeure. In the event that either party is unable to perform any of its obligations under this Agreement – or to enjoy any of its benefits – because of natural disaster or decrees of governmental bodies not the fault of the affected party (hereinafter referred to as Force Majeure Event), the party who has been so affected shall immediately give notice to the other and shall take commercially reasonable actions to resume performance. Upon receipt of such notice, all obligations under this Agreement shall be immediately suspended except for payment obligations with respect to service already provided. If the period of nonperformance exceeds one hundred eighty (180) days from the receipt of the Force Majeure Event, the party whose ability to perform has not been so affected may, by giving written notice, terminate this Agreement.
- 4.17 Applicable Laws; Forum. The Contractor agrees to comply with all applicable federal, state and local laws, rules, regulations or ordinances, and all provisions required thereby to be included herein are hereby incorporated by reference. The enactment of any state or federal statute or the promulgation of regulations thereunder after execution of this Agreement shall be reviewed by Noblesville and the Contractor to determine whether the provisions of the Agreement require formal modification.
- This Agreement shall be construed in accordance with the laws of the State of Indiana, and by all applicable Municipal Ordinances, Resolutions, Rules, Regulations, or Codes of Noblesville. Suit, if any, shall be brought in the State of Indiana, County of Hamilton.
- 4.18 Waiver. Noblesville's delay or inaction in pursuing its remedies set forth in this Agreement, or available by law, shall not operate as a waiver of any of Noblesville's rights or remedies.
- 4.19 Severability. If any provision of this Agreement is held to be invalid, illegal, or unenforceable by a court of competent jurisdiction, the provision shall be stricken, and all other provisions of this Agreement which can operate independently of such stricken provisions shall continue in full force and effect.
- 4.20 Attorneys' Fees. Contractor shall be liable to Noblesville for reasonable attorneys' fees incurred by Noblesville in connection with the collection or attempt to collect, any damages arising from the negligent or wrongful act or omission of Contractor from Contractor's breach of any provision of this Agreement, from Contractor's indemnity obligation, or from Contractor's failure to fulfill any provisions or responsibility provided herein. This provision shall survive any termination of this Agreement.
- 4.21 Noblesville Officials. No official, director, officer, employee, or agent of Noblesville shall be charged personally by Contractor, its employees, or agents with any liabilities or expenses, or be held personally liable to Contractor under any term or provision or because of the execution of any agreement, or because of any default by Noblesville. This provision shall survive any termination of this Agreement.
- 4.22 Successors and Assigns. Noblesville and Contractor each binds itself and its partners, successors, executors, administrators and assigns to the other party of this Agreement and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement; except as otherwise provided herein, Contractor shall not assign, sublet, or transfer its interest in this Agreement without the written consent of Noblesville. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of Noblesville.
- 4.23 Authority to Bind Contractor. Notwithstanding anything in this Agreement to the contrary, the signatory for the Contractor represents that he/she has been duly authorized to execute agreements on behalf of the Contractor designated above, and has obtained all necessary or applicable approval from the offices of the Contractor to make this Agreement fully binding upon the Contractor when his/her signature is affixed and accepted by Noblesville.
- 4.24 E-Verify. Contractor shall enroll in and verify the eligibility status of all newly hired employees of Contractor through the E-Verify program as outlined in I.C. § 22-5-1.7; however, Contractor shall not be required to verify the work eligibility status of all newly hired employees of Contractor through the E-Verify program if the E-Verify program no longer exists. **CONTRACTOR AFFIRMS, UNDER THE PENALTIES OF PERJURY, THAT CONTRACTOR DOES NOT KNOWINGLY EMPLOYEE AN UNAUTHORIZED ALIEN.**

**SECTION V. INTERPRETATION AND INTENT.**

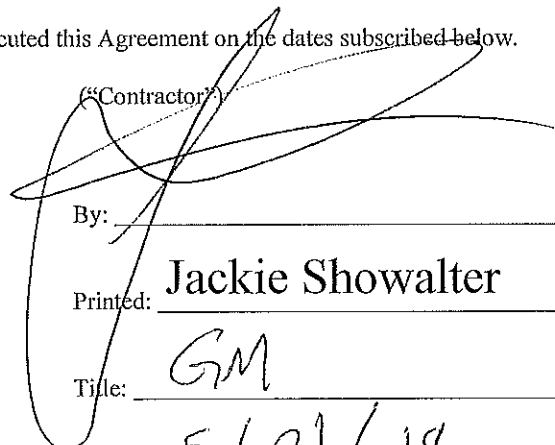
- 5.01 This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements, written or verbal, between Noblesville and Contractor. No statements, promises or agreements whatsoever, in writing or verbal, in conflict with the terms of the Agreement have been made by Noblesville or Contractor which in any way modify, vary, alter, enlarge or invalidate any of the provisions and obligations herein stated. This Agreement may be amended and modified only in writing signed by both Noblesville and Contractor.
- 5.02 In resolving conflicts, errors, discrepancies and disputes concerning the scope of the work or services to be performed by Contractor or other rights or obligations of Noblesville or Contractor, the document or provision thereof imposing the greater obligation upon Contractor and affording the greater right or remedy to Noblesville, shall govern.
- 5.03 Any interpretation applied to this Agreement, by the parties hereto, by an arbitrator, court of law, or by any other third party, shall not be made against Noblesville solely by virtue of Noblesville or Noblesville's representatives having drafted all or any portion of this Agreement.
- 5.04 This Agreement shall include, and incorporate by reference, any provision, covenant or condition required or provided by law or by regulation of any state or federal regulatory or funding agency.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates subscribed below.

City of Noblesville ("Noblesville")  
Fourth of July Committee

By:   
Printed: Mike Hoffmeister  
Title: Assistant Director  
Date: 05/15/2019

("Contractor")

By:   
Printed: Jackie Showalter  
Title: GM  
Date: 5/21/19

3527542



ADDENDUM A

BETWEEN: Kona Ice of Indy

AND: City of Noblesville  
Parks & Recreation Department  
701 Cicero Road  
Noblesville, IN 46060

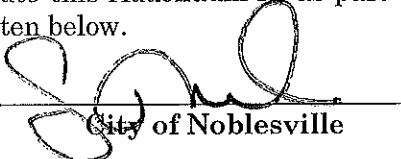
IT IS AGREED THAT:

1. Noblesville Parks & Recreation and its staff will:
  - a. Allow Kona Ice of Indy to serve their product at Dillon Park and Federal Hill Commons
  - b. Provide Kona Ice Indy with a location for their semi-permanent trailer at Dillon Park near or around the playground and splash pad.
  - c. Allow for Kona Ice of Indy to sell their product May 15 – December 31, 2019 (weather dependent).
  - d. Share, post and promote the partnership via social media and marketing outlets.
2. Kona Ice of Indy and its staff will:
  - a. Provide all staff and drivers.
  - b. Provide all equipment to operate the Kona Ice Indy operation.
  - c. Put into place a separate agreement with the Noblesville Elementary Football League (NEFL) for sales at Dillon Park on Saturday's of NEFL activities.
  - d. Track all sales made at each park location.
  - e. Provide Hamilton County Health Department temporary service license.
  - f. Provide a copy of liability insurance and add Noblesville Parks & Recreation as additionally insured.
  - g. Provide 20% of all sales made in a Noblesville Parks location, by check, written to Noblesville Parks & Recreation on a monthly basis.
  - h. Serve Kona Ice products at Dillon Park on a semi-permanent basis with a parked trailer near or around the playground and splash pad.
    - i. Kona Ice of Indy staff will determine hours of operation and communicate them to Noblesville Parks & Recreation.

IN WITNESS WHEREOF, the Parties hereby execute this Addendum A as part of the aforementioned services agreement as of the date and year first written below.

~~IN WITNESS WHEREOF, the Parties hereby execute this Addendum A as part of the aforementioned services agreement as of the date and year first written below.~~

By: Michelle Shavel Ice  
Address: 11581 Ludlow Dr  
City: Fishers  
State: IN 46037  
Phone: 317-999-5919  
Date: 5-21-19

  
 City of Noblesville  
 By: Laurie Dyer  
 Noblesville Parks & Recreation Board President  
 Date: Wednesday, May 15, 2019  
 701 Cicero Road  
 Noblesville, IN 46060  
 Phone: (317) 776-6350