



Noblesville Park Board Meeting  
Wednesday, October 2, 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 September 11, 2019 Board Meeting

### **Financial**

1. Approval of Claims – October 15<sup>th</sup> and 29<sup>th</sup>
2. Transfers and Appropriations

### **Reports**

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

### **Old Business**

1. Board to hear Finch Creek Park construction update.

### **New Business**

1. Board to consider golf fees and season pass rates for 2020 golf season.
2. Board to consider contract for consulting and design for Irrigation at Fox Prairie Golf Course.
3. Board to consider contract with Magic Ice for Ice Plaza at Federal Hill Commons.

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

### **Upcoming Events**

October 4:	Fireside Fun at Forest Park
October 14-25:	Fall Break Camp at Forest Park
October 17-26:	Attic Theatre Production at Recreation Annex Auditorium
October 19:	Family Halloween Party at FHC
October 31:	Monthly Senior Luncheon at Forest Park



## Noblesville Parks and Recreation Board Minutes September 11, 2019

**MEMBERS PRESENT:** Laurie Dyer, Todd Thurston, Steve Rogers

**OTHERS PRESENT:** Brandon Bennett, Director; Amber Mink, Assistant Director; Erin Portman, Recreation Coordinator – Facilities; Angela Vitosky-Staggs – Recreation Coordinator – Recreation Annex; Kaitlyn Smith – Recreation Coordinator – Events; Mr. O'Connor – City Council; Tim Nguyen, student; Norm Burns, NUSC

**CALL TO ORDER:** Meeting was called to order by Laurie Dyer at 8:31am.

**APPROVAL OF AGENDA:** Mrs. Dyer asked if there were any other additions or deletions to the agenda. With no additions or deletions Mr. Thurston motioned to pass the agenda, Mr. Rogers seconded, agenda passed unanimously.

**APPROVAL OF MINUTES** of August 7th. Mrs. Dyer asked for the approval of August 7, 2019 minutes. Mr. Thurston moved to approve the minutes for the August 7, 2019 Board meeting as presented and Mr. Rogers seconded this motion, the motion passed unanimously.

### **FINANCIAL:**

1. **Approval of Claims for August 13<sup>th</sup> and 27<sup>th</sup>**

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

2. **Transfers and Appropriations:** There are not any for action on this board, but we do want you to be aware that one will be presented to City Council for Seminary Park.

### **Reports**

1. **Recreation Report**

a. Kaitlyn Smith gave the Recreation Report (see attached). Summer season is starting to end and going into our fall season. In August we were able to host 120 cub scouts and our Preschools Little's program is going strong. We also just graduated 8 certified safe sitters from that program. We are going to continue with our with our girl scouts class, safe sitter, parents night out, tweens, and littles programs. In October we will start out with some senior lunch-ins and continuing to add new programs and events.

2. **Director of Golf Report**

a. Amber Mink presented the Golf Report for Gary Deakyne (see attached). Mr. Thurston had spoken with Gary and found out that August was up almost \$10,000 last month and they are very excited. They have a big outing tomorrow that they will be working on and this weekend they have the Stoney Fox Cup match. Brandon Bennett stated that since our last joint council and park board meeting Gary, Brandon and Curt have meet and put together a packet of suggested rates. Brandon is hoping to meeting with Chris Jensen in the next few weeks to go over those with him. In the meantime Curt is going over pricing for new irrigation and bunker renovation pricing. An architect is going to come out to look

at the outdoor pavilion to see what updates would cost and see if that update is something that we would be able to add to our list for this next year. We plan to have rates to you by October. Mr. McConnell mentioned that we should also have the architect look at all the buildings to get it all done at once. If we are going to invest then we should invest and get this all taken care of. Mr. Thurston wants to make sure that with all of these changes we are also giving Curt Brisco the tools he needs to be successful, that includes staffing.

**3. Assistant Director Report**

- a. Amber Mink presented the Assistant Director's report. At the bottom of your agenda you can see the upcoming events. We having our two remaining shows at Federal Hill Commons, at the last concert will also be our Charters of Freedom Dedication. We are still moving along with our new software implantation. Little free libraries have been installed at 6 of the 8 locations. We have a pop-up auction going on right now, it started on the 9<sup>th</sup> and ends today, with the final move out date on the 15<sup>th</sup>. We are still looking for local businesses and organizations to have a booth at the Halloween event on October 19<sup>th</sup>. Brandon Bennett stated that the Charters of Freedom Dedication on September 28<sup>th</sup>, will be a large event where we will be sending out VIP reception invitations to the Park Board where we will be having Hors d'oeuvre and drinks. It should be a very special event.

**OLD BUSINESS**

1. Board to hear Finch Creek Park construction update.
  - a. Brandon Bennett presented the update about Finch Creek Park. The next update meeting will be tomorrow out at Finch Creek Park. We are still waiting on landscapers, hopefully they are planning things now, and they have been doing a lot of fine grating. Buildings and furnishing should be almost completed. Once the landscapers plant the trees at the playground they can put the ground cover down. We are hoping to do a soft opening in the fall and then a big opening next spring. The surface is done on the pickleball and basketball courts and we should be really close to getting it ready to open in October.

**NEW BUSINESS**

1. Board to hear annual report from Noblesville United Soccer Club
  - a. Norm Burns from Noblesville United Soccer Club came to give the annual report. We switched over our background check to the same as the school, safe school. We did this to make it easier, make sure we do not compete with the school, but also it is a free service for the coaches. Last year was the first year the soccer club did not take a loss, so this year was the first year we were able to hire paid staff. We stay very regularly in all the season. Spring is our highest enrollment, fall has a lot of other activities to compete with. One of the issues that we have is traffic since there is one way in and one way out. So we do try to stagger the schedule to help with that. We did reline the parking lot this year and next year we have in the budget to rebuild the fence around the fields. About 4 years ago there was a travel program there, Noblesville United that partnership ends in March of 2020. We have decided to not continue that exclusive partnership to allow us more flexibility with that space. We also have an eagle scout that came out and renovated our concession area including, flower pots, and built benches. A
2. Board to consider Changer Order #7 and contract amendment for Finch Creek Park.
  - a. Brandon Bennet presented Changer Order #7 and contract amendment for Finch Creek Park (see attached). 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. The


recommended changes are as follows, Trail to WQ Units, These trails provide access to water quality units while providing access to an added swing near the pond and following the alignment of a future maintenance trail that will eventually connect to the bridge over Lehr Ditch. These connections were removed in the bidding VE process and we'd hoped they could be pushed to a later phase, but the City requires them as part of phase 01. WQ Unit from Splash, this unit helps to monitor and filter water coming from paved areas including the entire splash pad. This unit was originally in the plans, but removed during bidding VE. This unit will help Parks monitor and treat water entering the onsite ponds that will be reused. This unit will aid in maintenance and operations and can save on future maintenance costs. Add Traffic Arrows N/S, added traffic markings per City Engineering and Parks request that went beyond the original scope. Deduct Bridge Abutments, in securing the necessary permits from DNR, the design team discovered an opportunity to keep the bridge abutments as is with some patching work. This helped to avoid full hydraulic modeling and further delays in securing a permit. Deduct Colored Conc., changes the splash pad concrete from integral color to standard concrete with a jointing pattern. Deduct Owner-Installed Furn., owner will install several furnishings to save cost. This includes one added swing bench near the pond, but results overall in a substantial credit. Wood Trim Columns, added basic wood trim at the base of building columns to soften the look of anchors and pavement jointing. WQ Trail proof roll fail, related to Item A. The GC presented (3) cost options initially – Parks chose the recommended lowest cost option with some known risk of discovering subgrade that would require stabilization. This cost is the result of some areas that failed proof rolls. Maint. Tank Conc. & Bollards, this is a concrete area for (3) storage tanks near the drive at the Maintenance Building. The bid plans included this area, but noted it to be confirmed once exact tanks and equipment were selected by Parks Maintenance staff. Various equipment often carry different requirements for placement, area surrounding them, spill containment, etc. Essentially this was a known project cost, but not in the bid based on the need to verify the aforementioned equipment. Add time approved by Owner, previously documented weather delays have delayed the mobilization of some subcontractors. Context and Brandon have discussed holding the GC to the proposed date of 10/31 substantial completion unless other unforeseen variables arise. Mr. Rogers made the motion to approve, Mr. Thurston second, the motion passed unanimously.

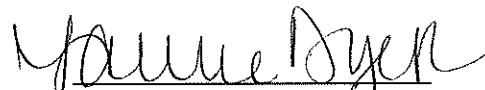
3. Board to consider updated fees and contract for auditorium at Ivy Tech-Recreation Annex
  - a. Brandon Bennett presented this update (see attached). As Angela has come in and started taking over we have made a few changes that have already come before you. Last time we went over the rental rate changes, this is an update to the Auditorium and conference rate fees. This is Angela and her theater background, along with a lot of feedback she has received putting together a more clear structure to hopefully get more people into those spaces. We have reduced some of rates and changed a few of the structures, we have also looked at the deposits and added things such as conference specials. Mr. Thurston made the motion to approve, Mr. Rogers second, the motion passed unanimously.
4. Board to consider changes in refund/cancellation policy.
  - a. Brandon Bennet presented these changes (see attached). What building this new module has done is caused us to relook at some of the current policies. We are requesting a change to the refund and cancelation policy for facility rentals, camp and programs/classes to increase revenue and promote a more balanced system for rentals and registrations vs cancelations and refunds. Mr. Rogers made the motion to approve, Mr. Thurston second, the motion passed unanimously.

Brandon Bennett went over just a few quick tops before the meeting was adjured to update the Park Board on some current projects going on. Brandon has been working with the insurance company on getting the FHC sign fixed and the bathroom that was burnt down in Forest park. There is a jury case scheduled already for the FHC sign, but we are hoping that it will get settled before then. It is currently at \$67,000 fix, we are hopefully that we will be able to put an LED TV out with the sign. We are hoping to get that completed by the end of the year. We are meeting with Myers construction today, who had the lowest price on the bathroom rebuild. The insurance will only give us money to rebuild as was, but that was a stick building, so we are looking at the possibility to build a block building there. Seminary Park construction did start this week. The fencing is up and they have started taking things down and the shelter will be delivered next Tuesday or Wednesday. We do have a sign being made to go out there so the public knows it is a park remodel going on there. It is still set for Mid-November reopen. The train will be running every weekend from the end of November through Christmas for their Reindeer Rides which travels from Noblesville to Atlanta. We will be doing the ice skating rink, we have the final quote from the ice rink company for a rink the same size as last year. We will be getting more of a true Zamboni this year. Last year one of the issues that we had was the physical maintenance that was required.

With no other business to discuss, Mr. Thurston made a motion to adjourn and Mr. Rogers seconded this motion. Mrs. Dyer adjourned the meeting at 9:22 am.

Next meeting: Wednesday, October 2; The Green Room @ 6:00pm

  
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Abigail P. Hash, Secretary

  
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Laurie Dyer, President

Installed by the CITY OF NOBLESVILLE-2013

Fund Report

All Funds

For the month of August 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	25477160.47	28745237.81	14551445.56	2850612.80	3887142.27	13514916.09
103 DEFER	331281.33	22365.00	787.17	349754.16	3105.00	0.00	352859.16
104 LECE	140564.93	21365.60	67788.75	91564.78	2577.00	0.00	94141.78
105 ASSET FORF	0.00	60538.00	33164.00	27374.00	0.00	0.00	27374.00
106 MVH	4109161.53	4312322.57	5911658.78	3121414.70	109622.32	721211.70	2509825.32
107 LRS	2577462.32	834540.82	467440.39	2895579.16	52217.54	3233.95	2944562.75
108 PARKS	552391.73	1880124.16	2648271.57	46630.07	47711.92	310097.67	-215755.68
109 PARKS CAP	126572.87	40034.23	57716.46	108456.05	3895.34	3460.75	108890.64
110 PARKS PRGMS	0.00	895574.23	949025.04	-88354.00	183888.03	148984.84	-53450.81
111 PARKING	620848.76	79592.56	113167.44	593510.10	5747.67	11983.89	587273.88
112 DTWN DEV	319498.26	500000.00	79336.93	742789.93	0.00	2628.60	740161.33
113 ALARM	9738.43	0.00	0.00	9738.43	0.00	0.00	9738.43
114 FIRE CUM	1281101.49	266728.25	163570.26	1384259.48	0.00	0.00	1384259.48
116 FIRE PENS	701389.30	249175.78	321365.38	668838.87	0.00	39639.17	629199.70
117 POLICE PENS	571173.63	96351.09	140533.32	543990.60	0.00	16999.20	526991.40
118 DS/COIT SINKING	1197906.59	0.00	130000.00	1067906.59	0.00	0.00	1067906.59
120 CCD	1829371.75	765112.17	1252733.77	1395195.58	0.00	53445.43	1341750.15
123 CITY SIGN	7211.00	0.00	0.00	7211.00	0.00	0.00	7211.00
124 CCI	364798.72	57362.09	61695.31	366826.33	0.00	6360.83	360465.50
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	145380.53	83672.44	83681.28	50.00	6828.34	76902.94
142 REC PERP	41291.32	9942.67	125.75	48748.33	2387.67	27.76	51108.24
144 SCH SALE	250852.26	0.00	0.00	250852.26	0.00	0.00	250852.26
150 FINCH CRK CONST	430261.16	2779.00	433040.16	0.00	0.00	0.00	0.00
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	75600.99	8820.00	63105.99	10000.00	2625.00	70480.99
157 TRAIL MAINT	220351.78	0.00	0.00	220351.78	0.00	0.00	220351.78

\*\*Bank 0

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Fund Report

All Funds

For the month of August 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	129067.33	1102443.52	0.00	129067.33	973376.19
160 DSR COIT BONDS 2009	0.00	186366.25	0.00	57298.92	129067.33	0.00	186366.25
163 RAINY DAY	11833846.92	3504049.00	0.00	15181205.92	156690.00	0.00	15337895.92
198 PARK IMPACT	1751866.59	776577.83	142890.95	2262482.22	126310.00	3238.75	2385553.47
199 ROAD IMPACT	7009353.44	1798893.94	1531623.09	6987122.01	338720.00	49217.72	7276624.29
201 DS/BLDG REF BONDS 2014A	282086.93	304976.50	284200.00	302863.43	0.00	0.00	302863.43
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	285049.75	265700.00	284252.68	0.00	0.00	284252.68
204 DS/BLDG REF BONDS 2014B	727469.31	782824.87	731000.00	779294.18	0.00	0.00	779294.18
205 DS/BLDG REF BONDS 2016	336274.44	368147.15	336000.00	368421.59	0.00	0.00	368421.59
206 DS/ECO LEASE REF BONDS 2015	0.00	972500.70	972500.00	0.70	0.00	0.00	0.70
207 DS/PARK BONDS 2018	9629.00	340547.13	246193.13	103983.00	0.00	0.00	103983.00
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	988871.55	7883739.48	0.00	579506.67	7304232.81
258 DP/FINCH CRK PARK	7367150.00	0.00	5257519.24	2524104.13	0.00	414473.37	2109630.76
291 DP/EQUIP LOANS - IN TREAS	20177.23	0.00	20177.23	0.00	0.00	0.00	0.00
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	14443.75	-13631.25	0.00	812.50	-14443.75
501 STONEY CRK E TIF	1037814.88	1335144.93	1232902.50	1141657.31	0.00	1600.00	1140057.31
502 BUS PARK TIF	303907.72	405615.48	296874.24	412648.96	0.00	0.00	412648.96
503 DTWN TIF	427543.31	1282839.34	1069175.52	641207.13	0.00	0.00	641207.13
504 CCW TIF	608964.45	2072494.90	2311845.00	369614.35	0.00	0.00	369614.35
505 CCE TIF	147089.50	1523999.85	1533637.50	34719.85	104582.00	1850.00	137451.85
506 HZLDELL RD TIF	962474.64	477428.95	371683.00	1068220.59	0.00	0.00	1068220.59
507 SMC TIF	0.00	507598.26	469350.00	38248.26	0.00	0.00	38248.26
508 BERG-TEG TIF	231201.94	162179.20	0.00	393381.14	0.00	0.00	393381.14
509 HTC TIF	2576435.47	1129815.51	1283448.20	2468636.12	0.00	45833.34	2422802.78
510 SR37&146TH TIF	769243.15	631168.83	435985.00	964426.98	0.00	0.00	964426.98
512 PLEAS ST TIF	0.00	123237.75	0.00	123237.75	0.00	0.00	123237.75





Installed by the CITY OF NOBLESVILLE-2013  
Accounts Payable Register

DATE FILED	APV #	NAME OF PAYEE	PO #	APPROP #	APPROPRIATION	DESCRIPTION	AMOUNT	CHECK #	MEMORANDUM
**Department 026 STR/MPROV&REHAB									
10/16/2019	193184	FIRST GROUP ENGINEERING INC		106026313.100	STR/MPROV&REHA - ENG CONSULT	19-0020-6A	689.31	/ /	
10/16/2019	193184	FIRST GROUP ENGINEERING INC		106026313.100	STR/MPROV&REHA - ENG CONSULT	19-0020-6	21244.23	/ /	
SubTotal Department 026							21933.54		
SubTotal Fund 106							61126.42		
**Fund 107 LRS									
**Department 025 STR/MAINT&ADMIN									
10/16/2019	192994	E & B PAVING INC		107025241.100	STR/MAINT&ADMIN - PAVING SUPP	30023965	588.70	/ /	
10/16/2019	193224	E & B PAVING INC		107025241.100	STR/MAINT&ADMIN - PAVING SUPP	30024145	233.16	/ /	
10/16/2019	192994	E & B PAVING INC		107025241.100	STR/MAINT&ADMIN - PAVING SUPP	30024094	353.80	/ /	
SubTotal Department 025							1175.66		
SubTotal Fund 107							1175.66		
**Fund 108 PARKS									
**Department 020 PRKS/MAINT&ADMIN									
10/16/2019	193087	CHAPMAN ELECTRIC SUPPLY		108020490.100	PRKS/MAINT&ADMI - OTH CAP OUTLAY	1143893	546.13	/ /	
10/16/2019	193069	THE HISTORIC AMUSEMENT FOUNDATION		108020390.100	PRKS/MAINT&ADMI - OTH SERV & CHRGS	2-2019	11500.00	/ /	
10/16/2019	192999	REYNOLDS FARM EQUIPMENT		108020223.200	PRKS/MAINT&ADMI - EQUIPT REPAIR PARTS	P75935	67.48	/ /	
10/16/2019	193210	TAYLORED SYSTEMS INC		108020314.100	PRKS/MAINT&ADMI - SOFTWR LICENS & MAINT AG	078409	44.06	/ /	
10/16/2019	193134	TAYLORED SYSTEMS INC		108020314.100	PRKS/MAINT&ADMI - SOFTWR LICENS & MAINT AG	078410	69.14	/ /	
10/16/2019	193202	CAVE AND COMPANY PRINTING		108020390.100	PRKS/MAINT&ADMI - OTH SERV & CHRGS	20809	60.42	/ /	
10/16/2019	193202	CAVE AND COMPANY PRINTING		108020390.100	PRKS/MAINT&ADMI - OTH SERV & CHRGS	20812	1775.06	/ /	
10/16/2019	193071	RIVERVIEW HEALTH		108020315.100	PRKS/MAINT&ADMI - MED	17708	60.00	/ /	

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DATE FILED	APV #	NAME OF PAYEE	PO #	APPROP #	APPROPRIATION	DESCRIPTION	AMOUNT	CHECK #	MEMORANDUM
10/16/2019	193252	LOWES CREDIT SERVICES		108020225.200	PRKS/MAINT&ADMI - BLDG REPAIR PARTS	02467	20.44	//	
10/16/2019	193252	LOWES CREDIT SERVICES		108020225.100	PRKS/MAINT&ADMI - BLDG MAINT SUPP	02827	8.52	//	
10/16/2019	193000	IRVING MATERIALS INC		108020226.100	PRKS/MAINT&ADMI - LANDSCAP SUPP	70717469	81.01	//	
10/16/2019	193000	IRVING MATERIALS INC		108020226.400	PRKS/MAINT&ADMI - LANDSCAP SUPP	10759996	380.00	//	
10/16/2019	193231	PLYMATES IMAGE MATS		108020361.100	PRKS/MAINT&ADMI - FACILITY MAINT SERV	2868169	62.11	//	
10/16/2019	193231	PLYMATES IMAGE MATS		108020361.100	PRKS/MAINT&ADMI - FACILITY MAINT SERV	2868168	55.40	//	
10/16/2019	193231	PLYMATES IMAGE MATS		108020361.100	PRKS/MAINT&ADMI - FACILITY MAINT SERV	2866263	2410.00	//	
10/16/2019	193231	PLYMATES IMAGE MATS		108020251.100	PRKS/MAINT&ADMI - CLOTH & ACCESSORIES	2867946	58.39	//	
10/16/2019	193231	PLYMATES IMAGE MATS		108020361.100	PRKS/MAINT&ADMI - FACILITY MAINT SERV	2867946	24.10	//	
10/16/2019	193231	PLYMATES IMAGE MATS		108020361.100	PRKS/MAINT&ADMI - FACILITY MAINT SERV	2868164	50.90	//	
10/16/2019	193231	PLYMATES IMAGE MATS		108020361.100	PRKS/MAINT&ADMI - FACILITY MAINT SERV	2868167	23.03	//	
10/16/2019	193231	PLYMATES IMAGE MATS		108020251.100	PRKS/MAINT&ADMI - CLOTH & ACCESSORIES	2866263	58.39	//	
10/16/2019	193203	GRAINGER INC		108020220.100	PRKS/MAINT&ADMI - GEN OPER SUPP	9288733315	24.15	//	
10/16/2019	192998	MIDWEST PARTS TEAM LLC		108020223.100	PRKS/MAINT&ADMI - EQUIPT MAINT SUPP	192836	6.29	//	
10/16/2019	193086	VOICE MAIL VALUE INC		108020351.100	PRKS/MAINT&ADMI - TELECOM SERV	524-1585	38.85	//	
10/16/2019	193079	THE HOOSIER CO INC		108020220.100	PRKS/MAINT&ADMI - GEN OPER SUPP	11717	164.00	//	
10/16/2019	193062	NOBLESVILLE ACE HARDWARE		108020223.200	PRKS/MAINT&ADMI - EQUIPT REPAIR PARTS	1909-067142	10.90	//	
10/16/2019	193062	NOBLESVILLE ACE HARDWARE		108020223.200	PRKS/MAINT&ADMI - EQUIPT REPAIR PARTS	1908-063990	55.68	//	
10/16/2019	192997	MENARDS-CARMEI		108020220.100	PRKS/MAINT&ADMI - GEN OPER SUPP	80347	126.64	//	

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DATE FILED	APV #	NAME OF PAYEE	PO #	APPROP #	APPROPRIATION	DESCRIPTION	AMOUNT	CHECK #	CHECK DATE	MEMORANDUM
10/16/2019	193076	CRAIG PITTMAN		108020050.000	PRKS/MAINT&ADMI - DEPOSIT RELEASE	REIMB	183.95		//	
10/16/2019	193083	VAN AUSDALL & FARRAR INC		108020362.100	PRKS/MAINT&ADMI - MAINT SERV	EQUIPT 397191	1.83		//	
10/16/2019	193080	JOHN BROOKS		108020050.000	PRKS/MAINT&ADMI - DEPOSIT RELEASE	2000593003	200.00		//	
10/16/2019	193075	JESSICA STEWART		108020050.000	PRKS/MAINT&ADMI - DEPOSIT RELEASE	REIMB	200.00		//	
10/16/2019	193101	PURE WATER PARTNERS		108020365.200	PRKS/MAINT&ADMI - RENT CHRGS	EQUIPT 462893	297.00		//	
10/16/2019	193209	CERES SOLUTIONS COOPERATIVE INC		108020221.200	PRKS/MAINT&ADMI - FUEL	EQUIPT 1434667	979.22		//	
10/16/2019	193209	CERES SOLUTIONS COOPERATIVE INC		108020221.200	PRKS/MAINT&ADMI - FUEL	EQUIPT 1534737	1098.74		//	
10/16/2019	193209	CERES SOLUTIONS COOPERATIVE INC		108020221.100	PRKS/MAINT&ADMI - VEHICLE FUEL	6757	52.35		//	
10/16/2019	193078	MACALLISTER MACHINERY CO INC		108020449.100	PRKS/MAINT&ADMI - OPER EQUIPT	P-1880471	399.99		//	
10/16/2019	193078	MACALLISTER MACHINERY CO INC		108020362.100	PRKS/MAINT&ADMI - MAINT SERV	EQUIPT R64323151601	3389.84		//	
10/16/2019	193078	MACALLISTER MACHINERY CO INC		108020223.100	PRKS/MAINT&ADMI - MAINT SUPP	EQUIPT P1842979	270.77		//	
10/16/2019	193001	OPEN EDGE		108020452.100	PRKS/MAINT&ADMI - EQUIPT	OFFICE 120321	1494.00		//	
10/16/2019	193072	MARIA JACOBS		108020050.000	PRKS/MAINT&ADMI - DEPOSIT RELEASE	REIMB	200.00		//	
10/16/2019	193073	JANICE MCVEY		108020050.000	PRKS/MAINT&ADMI - DEPOSIT RELEASE	REIMB	200.00		//	
10/16/2019	193074	JENNIFER SHOOK		108020050.000	PRKS/MAINT&ADMI - DEPOSIT RELEASE	REIMB	200.00		//	
10/16/2019	193081	MARCIA NICHOLAS		108020050.000	PRKS/MAINT&ADMI - DEPOSIT RELEASE	2000594.003	400.00		//	
10/16/2019	193082	MICKEY KANOSKY		108020050.000	PRKS/MAINT&ADMI - DEPOSIT RELEASE	2000595.003	200.00		//	
10/16/2019	193083	BLAKE ALLEN		108020050.000	PRKS/MAINT&ADMI - DEPOSIT RELEASE	2000596.003	200.00		//	
10/16/2019	193084	TEELA CURL		108020050.000	PRKS/MAINT&ADMI - DEPOSIT RELEASE	2000597.003	480.00		//	
10/16/2019	193085	KAY HEINY		108020050.000	PRKS/MAINT&ADMI - DEPOSIT RELEASE	2000598.003	200.00		//	

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Sub Total Department 020							28318.78			
Sub Total Fund 108							28318.78			
**Fund 110 PARKS PRGMS										
**Department 021 PRKS/GOLF										
10/16/2019	193064	KENNEY OUTDOOR SOLUTIONS		110021223.200	PRKS/GOLF - EQUIPT REPAIR	X01799 PARTS	244.25			
10/16/2019	193064	KENNEY OUTDOOR SOLUTIONS		110021223.200	PRKS/GOLF - EQUIPT REPAIR	X02131 PARTS	377.40			
10/16/2019	193065	REYNOLDS FARM EQUIPMENT		110021223.200	PRKS/GOLF - EQUIPT REPAIR	P75155 PARTS	585.42			
10/16/2019	193188	REYNOLDS FARM EQUIPMENT		110021220.100	PRKS/GOLF - GEN OPER	P68642 SUPP	65.54			
10/16/2019	192878	NELSON ALARM CO		110021310.100	PRKS/GOLF - PROF & TECH	19090077 SERV	324.00			
10/16/2019	193067	INDIANA GOLF CAR		110021223.200	PRKS/GOLF - EQUIPT REPAIR	13043 PARTS	95.00			
10/16/2019	193231	PLYMATES IMAGE MATS		110021361.100	PRKS/GOLF - FACILITY MAINT	28681868 SERV	68.64			
10/16/2019	193231	PLYMATES IMAGE MATS		110021361.100	PRKS/GOLF - FACILITY MAINT	2868179 SERV	78.69			
10/16/2019	193203	GRAINGER INC		110021224.100	PRKS/GOLF - HSEKEEPING	9292568152 SUPP	236.68			
10/16/2019	193201	MIDWEST PARTS TEAM LLC		110021223.200	PRKS/GOLF - EQUIPT REPAIR	192576 PARTS	-18.00			
10/16/2019	193201	MIDWEST PARTS TEAM LLC		110021223.200	PRKS/GOLF - EQUIPT REPAIR	192537 PARTS	99.17			
10/16/2019	193201	MIDWEST PARTS TEAM LLC		110021223.200	PRKS/GOLF - EQUIPT REPAIR	192576 PARTS	105.60			
10/16/2019	193108	SITEONE LANDSCAPE SUPPLY		110021226.100	PRKS/GOLF - LANDSCAP	94667605-001 SUPP	10.51			
10/16/2019	193108	SITEONE LANDSCAPE SUPPLY		110021242.100	PRKS/GOLF - RD SALT &	94490809-001 CHEM	456.08			
10/16/2019	193066	SITEONE LANDSCAPE SUPPLY		110021220.100	PRKS/GOLF - GEN OPER	94247831-001 SUPP	139.13			
10/16/2019	193108	SITEONE LANDSCAPE SUPPLY		110021242.100	PRKS/GOLF - RD SALT &	93268370-001 CHEM	78.34			

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10/16/2019	193108	SITEONE LANDSCAPE SUPPLY		110021242.100	PRKS/GOLF - RD SALT & CHEM	93386423.101	57.77	/ /	
10/16/2019	193108	SITEONE LANDSCAPE SUPPLY		110021226.100	PRKS/GOLF - LANDSCAP SUPP	94651668.001	266.65	/ /	
10/16/2019	193108	SITEONE LANDSCAPE SUPPLY		110021226.100	PRKS/GOLF - LANDSCAP SUPP	94659280.001	16.80	/ /	
10/16/2019	193187	MIDWEST GOLF AND TURF		110021242.100	PRKS/GOLF - RD SALT & CHEM	P17743	63.72	/ /	
10/16/2019	193107	HARRELLS LLC		110021242.100	PRKS/GOLF - RD SALT & CHEM	INV01290363	550.00	/ /	
10/16/2019	193106	NOBLESVILLE ACE HARDWARE		110021220.100	PRKS/GOLF - GEN OPER SUPP	1509-068806	10.78	/ /	
10/16/2019	193063	VAN AUSDALL & FARRAR INC		110021362.100	PRKS/GOLF - EQUIPT MAINT SERV	397191	4.22	/ /	
10/16/2019	193089	THORNTON PLUMBING		110021225.200	PRKS/GOLF - BLDG REPAIR PARTS	FOX PRAIRIE	350.00	/ /	
10/16/2019	193099	CALLAWAY GOLF		110021220.100	PRKS/GOLF - GEN OPER SUPP	930123380	208.74	/ /	
10/16/2019	193099	CALLAWAY GOLF		110021220.100	PRKS/GOLF - GEN OPER SUPP	930794335	-167.70	/ /	
10/16/2019	193099	CALLAWAY GOLF		110021220.100	PRKS/GOLF - GEN OPER SUPP	930119188	232.68	/ /	
10/16/2019	193099	CALLAWAY GOLF		110021220.100	PRKS/GOLF - GEN OPER SUPP	92990380	-1976.51	/ /	
10/16/2019	193099	CALLAWAY GOLF		110021220.100	PRKS/GOLF - GEN OPER SUPP	929885145	-2046.65	/ /	
10/16/2019	193099	CALLAWAY GOLF		110021220.100	PRKS/GOLF - GEN OPER SUPP	930100029	442.80	/ /	
10/16/2019	193099	CALLAWAY GOLF		110021220.100	PRKS/GOLF - GEN OPER SUPP	929358898	-66.00	/ /	
10/16/2019	193099	CALLAWAY GOLF		110021220.100	PRKS/GOLF - GEN OPER SUPP	930825172	201.24	/ /	
10/16/2019	193099	CALLAWAY GOLF		110021220.100	PRKS/GOLF - GEN OPER SUPP	930070507	1988.70	/ /	
10/16/2019	193099	CALLAWAY GOLF		110021220.100	PRKS/GOLF - GEN OPER SUPP	930140571	643.30	/ /	
10/16/2019	193099	CALLAWAY GOLF		110021220.100	PRKS/GOLF - GEN OPER SUPP	930513368	-639.00	/ /	
10/16/2019	193099	CALLAWAY GOLF		110021220.100	PRKS/GOLF - GEN OPER SUPP	930123338	4753.53	/ /	

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10/16/2019	193099	CALLAWAY GOLF		110021220.100	PRKS/GOLF - GEN OPER SUPP	930521810	639.00	//	
10/16/2019	193099	CALLAWAY GOLF		110021220.100	PRKS/GOLF - GEN OPER SUPP	929732769	-1059.75	//	
10/16/2019	193099	CALLAWAY GOLF		110021220.100	PRKS/GOLF - GEN OPER SUPP	930107208	208.74	//	
10/16/2019	193099	CALLAWAY GOLF		110021220.100	PRKS/GOLF - GEN OPER SUPP	930760685	-201.24	//	
10/16/2019	193099	CALLAWAY GOLF		110021220.100	PRKS/GOLF - GEN OPER SUPP	929725477	-198.72	//	
10/16/2019	193099	CALLAWAY GOLF		110021220.100	PRKS/GOLF - GEN OPER SUPP	930482353	156.04	//	
10/16/2019	193099	CALLAWAY GOLF		110021220.100	PRKS/GOLF - GEN OPER SUPP	930065222	3652.91	//	
10/16/2019	193099	CALLAWAY GOLF		110021220.100	PRKS/GOLF - GEN OPER SUPP	930794337	-244.00	//	
10/16/2019	193099	CALLAWAY GOLF		110021220.100	PRKS/GOLF - GEN OPER SUPP	930188022	253.00	//	
10/16/2019	193099	CALLAWAY GOLF		110021220.100	PRKS/GOLF - GEN OPER SUPP	930162992	260.25	//	
10/16/2019	193099	CALLAWAY GOLF		110021220.100	PRKS/GOLF - GEN OPER SUPP	930825173	282.60	//	
10/16/2019	193099	CALLAWAY GOLF		110021220.100	PRKS/GOLF - GEN OPER SUPP	930090558	748.37	//	
10/16/2019	193099	CALLAWAY GOLF		110021220.100	PRKS/GOLF - GEN OPER SUPP	930149319	355.84	//	
10/16/2019	193099	CALLAWAY GOLF		110021220.100	PRKS/GOLF - GEN OPER SUPP	930134656	577.70	//	
10/16/2019	193099	CALLAWAY GOLF		110021220.100	PRKS/GOLF - GEN OPER SUPP	930134657	1912.90	//	
10/16/2019	193099	CALLAWAY GOLF		110021220.100	PRKS/GOLF - GEN OPER SUPP	930329803	1486.98	//	
10/16/2019	193099	CALLAWAY GOLF		110021220.100	PRKS/GOLF - GEN OPER SUPP	930201155	166.57	//	
10/16/2019	193099	CALLAWAY GOLF		110021220.100	PRKS/GOLF - GEN OPER SUPP	930351056	582.42	//	
10/16/2019	193099	CALLAWAY GOLF		110021220.100	PRKS/GOLF - GEN OPER SUPP	930321067	208.74	//	

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10/16/2019	193099	CALLAWAY GOLF		110021220.100	PRKS/GOLF - GEN OPER SUPP	930476169	298.74		//		
10/16/2019	193099	CALLAWAY GOLF		110021220.100	PRKS/GOLF - GEN OPER SUPP	930589692	66.04		//		
10/16/2019	193068	BATTERIES PLUS BULBS		110021223.200	PRKS/GOLF - EQUIPT REPAIR PARTS	P18547308	100.95		//		
10/16/2019	193209	CERES SOLUTIONS COOPERATIVE INC		110021223.100	PRKS/GOLF - EQUIPT MAINT SUPP	1534622	63.55		//		
10/16/2019	193209	CERES SOLUTIONS COOPERATIVE INC		110021221.200	PRKS/GOLF - EQUIPT FUEL	1534668	204.77		//		
10/16/2019	193170	J & M GOLF		110021220.100	PRKS/GOLF - GEN OPER SUPP	0583488-IN	43.03		//		
SubTotal Department 021							18317.15				
**Department 022 PRKS/REC											
10/16/2019	193103	MILLER TRANSPORTATION		110022390.100	PRKS/REC - OTH SERV & CHRGS	P1115017	995.00		//		
10/16/2019	193102	DIANA MILLER		110022390.100	PRKS/REC - OTH SERV & CHRGS	10	612.00		//		
10/16/2019	193003	LETS GO SPORTS		110022390.100	PRKS/REC - OTH SERV & CHRGS	1009	300.00		//		
SubTotal Department 022							1907.00				
SubTotal Fund 110							20224.15				
**Fund 111 PARKING											
**Department 004 POLICE											
10/16/2019	193047	CHURCH CHURCH HITTLE & ANTRIM		111004060.000	POLICE - REV REFUND-UNSPC	PARKING PASS REIMB	291.64		//		
10/16/2019	193219	ON RAMP INDIANA INC		111004060.000	POLICE - REV REFUND-UNSPC	PARKING PASS REIMB	43.75		//		
10/16/2019	193036	FIRST MERCHANTS BANK		111004060.000	POLICE - REV REFUND-UNSPC	PARKING PASS REIMB	350.00		//		
10/16/2019	193063	EIGHT TEN TWELVE LLC		111004060.000	POLICE - REV REFUND-UNSPC	PARKING PASS REIMB	583.28		//		
10/16/2019	193207	SAUCE & TARDY		111004060.000	POLICE - REV REFUND-UNSPC	PARKING PASS REIMB	131.25		//		
10/16/2019	193199	BLUE DOOR PROPERTIES LLC		111004060.000	POLICE - REV REFUND-UNSPC	PARKING PASS REIMB	145.82		//		

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10/16/2019	193229	JEROME CAUPELL		111004060.000	REFUND-UNSPC POLICE - REV	PARKING PASS REIMB	8.75	//	
10/16/2019	193228	STEVEN KENEIPP		111004060.000	REFUND-UNSPC POLICE - REV	PARKING PASS REIMB	8.75	//	
10/16/2019	193245	ERNST BUCKINGHAM		111004060.000	REFUND-UNSPC POLICE - REV	PARKING PASS REIMB	43.75	//	
Sub Total Department 004							5427.67		
Sub Total Fund 111							5427.67		
**Fund 112 DTWN DEV									
**Department 025 STR/MAINT&ADMIN									
10/16/2019	193232	ELECTRO PAINTING &		112025369.100	STR/MAINT&ADMIN - OTH MAINT/RPR SERV	4191-30	1450.00	//	
Sub Total Department 025							1450.00		
Sub Total Fund 112							1450.00		
**Fund 120 CCD									
**Department 005 FIRE									
10/16/2019	193181	ENTERPRISE FM TRUST		120005363.100	CCD - FIRE - VEH MAINT SERV	594112	137.26	//	
10/16/2019	193181	ENTERPRISE FM TRUST		120005365.300	CCD - FIRE - VEHICLE RENT CHRG	594112	3013.25	//	
Sub Total Department 005							3150.51		
**Department 006 PLAN									
10/16/2019	193040	ENTERPRISE FM TRUST		120006365.300	CCD - PLAN - VEHICLE RENT CHRG	FBNS788808	426.19	//	
10/16/2019	193040	ENTERPRISE FM TRUST		120006363.100	CCD - PLAN - VEH MAINT SERV	FBNS788808	28.33	//	
Sub Total Department 006							454.52		
**Department 020 PRKS/MAINT&ADMIN									
10/16/2019	193088	ENTERPRISE FM TRUST		120020365.300	CCD - PRKS/MAINT&ADMIN - VEHICLE RENT CHRG	FBNS788830	1754.43	//	



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SubTotal Department 130							1071.76			
SubTotal Fund 140							5599.80			
**Fund 142 REC PERP										
**Department 007 COURT										
10/16/2019	193063	VAN AUSDALL & FARRAR INC		142007362.100	COURT - EQUIPT MAINT SERV	397191	21.49		/ /	
SubTotal Department 007							21.49			
SubTotal Fund 142							21.49			
**Fund 198 PARK IMPACT										
**Department 023 PRKS/IMPROV&REHAB										
10/16/2019	193070	LEHMAN & LEHMAN INC		198023390.100	PRKS/IMPROV&REH - OTH SERV & CHRGS	19-153	403.00		/ /	
10/16/2019	193070	LEHMAN & LEHMAN INC		198023390.100	PRKS/IMPROV&REH - OTH SERV & CHRGS	19-145	1325.00		/ /	
10/16/2019	193070	LEHMAN & LEHMAN INC		198023390.100	PRKS/IMPROV&REH - OTH SERV & CHRGS	19-155	2173.49		/ /	
10/16/2019	193070	LEHMAN & LEHMAN INC		198023390.100	PRKS/IMPROV&REH - OTH SERV & CHRGS	19-154	420.00		/ /	
10/16/2019	193247	ICON SHELTER SYSTEMS INC		198023424.100	PRKS/IMPROV&REH - BLDG/STRUC IMPROV	6236	36368.16		/ /	
SubTotal Department 023							40589.65			
SubTotal Fund 198							40689.65			
**Fund 199 ROAD IMPACT										
**Department 026 STR/IMPROV&REHAB										
10/16/2019	193182	BEAM LONGEST NEFF		199026313.100	STR/IMPROV&REHA - ENG CONSULT	61478	2146.50		/ /	
10/16/2019	193251	PORTIA R GATEWOOD		199026411.200	STR/IMPROV&REHA - RIGHT OF WAY-LAND & IMP	PARCEL 3	210837.92		/ /	
10/16/2019	193250	PORTIA R GATEWOOD & WELLS FARGO HOME MORTGAGE		199026411.200	STR/IMPROV&REHA - RIGHT OF WAY-LAND & IMP	PARCEL 3	61556.43		/ /	
10/16/2019	193249	PORTIA R GATEWOOD & HAMILTON COUNTY TREASURER		199026411.200	STR/IMPROV&REHA - RIGHT OF WAY-LAND & IMP	PARCEL 3	667.65		/ /	

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Sub Total Department 026							275298.50			
Sub Total Fund 199							275298.50			
**Fund 258 DP/FINCH CRK PARK										
**Department 023 PRKS/IMPROV&REHAB										
10/16/2019	193077	CONTEXT DESIGN		258023390.100	DP/FIN - PRKS/IMPROV&REH - 2014-724-58 OTH SERV & CHRGS		11532.35		/ /	
Sub Total Department 023							11532.35			
Sub Total Fund 258							11532.35			
**Fund 300 SEW WRKS OPR										
**Department 000 NON DEPT										
10/16/2019	192952	SEWAGE WORKS DEPRECIATION		300000012.000	NON DEPT - UTIL CASH TRANS OUT-UNSPC	DEP 330-012	73917.00		/ /	
10/16/2019	192950	SEWAGE REVOLVING LOAN 307		300000012.000	NON DEPT - UTIL CASH TRANS OUT-UNSPC	DEP 307-012	8333.33		/ /	
10/16/2019	192949	TRANSFER TO SINKING FUND		300000012.000	NON DEPT - UTIL CASH TRANS OUT-UNSPC	DEP 302-012	367526.67		/ /	
10/16/2019	193120	LEVI MUDD		300000062.000	NON DEPT - UTILITY FEE REFUND	7207 MORELLO LN	5.10		/ /	
10/16/2019	193121	JEAN NEIGHBOUR		300000062.000	NON DEPT - UTILITY FEE REFUND	7151 ENGLISH OAK DR	105.96		/ /	
10/16/2019	193113	BONNIE KEMPF		300000062.000	NON DEPT - UTILITY FEE REFUND	19252 ROUDEBUSH BLVD	3.39		/ /	
10/16/2019	193114	ISMAIL DALE		300000062.000	NON DEPT - UTILITY FEE REFUND	15248 SILVER CHARM DR	3.00		/ /	
10/16/2019	193115	REBECCA GENTIS		300000062.000	NON DEPT - UTILITY FEE REFUND	12173 MAIZE DR	53.21		/ /	
10/16/2019	193116	SHERI GREEN		300000062.000	NON DEPT - UTILITY FEE REFUND	15675 WESCOTT DR	52.72		/ /	
10/16/2019	193117	DREW HALL		300000062.000	NON DEPT - UTILITY FEE REFUND	6456 RUSHING RIVER	49.31		/ /	
10/16/2019	193118	ADAM HINES		300000062.000	NON DEPT - UTILITY FEE REFUND	15785 SYMPHONY BLVD	42.35		/ /	
10/16/2019	193119	CRAIG MAROLF		300000062.000	NON DEPT - UTILITY FEE REFUND	15179 ROEDEAN DR	37.41		/ /	

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SubTotal Department 311									
						5841.20			
SubTotal Fund 301									
						36063.70			
**Fund 330 SEW CAP MAINT									
**Department 034 UTIL/PLANT									
10/16/2019	193239	GEORGE E BOOTH CO INC		330034446.100	UTIL/PLANT - UTIL OPER EQUIPT 00321762	10330.00		/ /	
10/16/2019	193025	MADDOX INDUSTRIAL GROUP INC		330034423.300	UTIL/PLANT - SEWER PLANT CONST & REHAB 153989	4995.00		/ /	
SubTotal Department 034									
						15325.00			
SubTotal Fund 330									
						15325.00			
**Fund 501 STONEY CRK E TIF									
**Department 000 NON DEPT									
10/16/2019	193060	THE BANK OF NEW YORK MELLON		501000324.100	STONEY - NON DEPT - BANK & OTH FIN SERV FEES 252-2227860	1650.00		/ /	
SubTotal Department 000									
						1650.00			
SubTotal Fund 501									
						1650.00			
**Fund 603 EVENT SPONSORS									
**Department 122 FED HILL PGRMS									
10/16/2019	193104	MICAH ABBOTT		603122390.100	FED HILL PGRMS - OTH SERV 2 & CHRGS	200.00		/ /	
10/16/2019	193105	MITCHELL JACKI		603122390.100	FED HILL PGRMS - OTH SERV A107 & CHRGS	500.00		/ /	
SubTotal Department 122									
						700.00			
SubTotal Fund 603									
						700.00			
**Fund 611 CDBG									
**Department 023 PRKS/IMPROV&REHAB									
10/16/2019	193100	CSI SIGNS		611023390.100	CDBG - PRKS/IMPROV&REH - 33769 OTH SERV & CHRGS	171.91		/ /	
SubTotal Department 023									
						171.91			

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 \$ 103,391.27.

Dated this 2<sup>nd</sup> day of October, 2019.

Stu CTR  
James Dyck  
Colin Syme

Signatures of Governing Board

## Fund Report for August 2019

<p><b>NRO – REVENUE</b></p> <p>\$ 166,699.45- Golf</p> <p>\$ <u>17,188.58- Rec.</u></p> <p>\$ 183,888.03- TOTALS</p>	<p><b>NRO – BALANCE</b></p> <p>\$ (85,254.12) - Golf</p> <p>\$ <u>31,803.31 - Rec</u></p> <p>(\$ 53,450.81) - TOTALS</p>	<p><b>NRC -- REVENUE</b></p> <p>\$ 3,895.31- Reg NRC</p> <p>\$ 0.00 - DuPont</p> <p>\$ <u>0.00- Finch Creek PILOS</u></p> <p>\$ 3,895.31- TOTALS</p>
<p><b>NRO – DISBURSED</b></p> <p>\$ 114,221.41 - Golf</p> <p>\$ <u>34,763.43- Rec.*</u></p> <p>\$ 148,984.84- TOTALS</p>	<p><b>NRC – DISBURSED</b></p> <p>\$ 3,460.75- Reg NRC</p> <p>\$ 0.00 - DuPont</p> <p>\$ <u>0.00 - Finch Creek PILOS</u></p> <p>\$ 3,460.75- TOTALS</p>	<p><b>NRC – BALANCE</b></p> <p>\$ 106,689.48- Reg NRC</p> <p>\$ 0.00 - DuPont</p> <p>\$ <u>2,201.16 - Finch Creek PILOS</u></p> <p>\$ 108,890.64- TOTALS</p>

# Noblesville Park Board

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Wednesday, October 2, 2019

**Subject:** Board to consider golf fees and season pass rates for 2020 golf season.

**Applicant:** NA

**Agenda Item:** New Business 1

**Summary:** presentation of 2020 proposed fees and charges for golf operation.

**Recommendation:** Staff recommends approval of fees and charges as presented.

**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:*

See attached report from the Director of Golf

### Background:

The golf operation has had a study completed with several recommendations for the future success of the golf operation. One of the main recommendations was to look at our fee structure and increase it. Other recommendations include a bunker renovation and irrigation replacement at Fox Prairie.

### Recommendation:

Staff recommends motion to approve the fees and charges as presented.

## Noblesville Park Board-

The staff has been working on golf rates for 2020 and have included them with this document for consideration.

The thought process with the 2020 rates was really two fold. We understand from our golf study the need to raise rates, but at the same time we do not want to raise them to a point that drives people to play other courses.

I personally feel that the narrative to "stay in our lane" is important and will ultimately beg the question, "Where is our lane?" It is the feeling of the Director of Golf along with the Director of Parks that our "lane" for Fox Prairie falls between Stony Creek and Pebble Brook and the "lane" for Forest Park falls between the Par 3 course at Stony Creek and the Championship course at Stony Creek.

Our suggested 2020 rates, while an increase from 2019 will put us in our lane for both facilities. The capital funding request for the administration and council to commit dollars for the golf course including irrigation, bunker renovation and potentially outing pavilion remodel, reinforces our need to increase rates at this level.

While the golf study was also pushing towards the elimination of a few of our pass types, it is our feeling that making drastic changes to the pass structure could be counterproductive. With that being said, we have eliminated the Patron card and increased pricing on the other passes to make sure we are "in our lane." We have also streamlined the passes by only having a

single rate for them by eliminating the resident/non-resident pricing structure. We are trying to be competitive in our market and several of the passes that we have are solid revenue producers. We will monitor pass use and the cost/round through 2020 and if there is a pass that is falling short of our necessary cost/round, it could be eliminated in the future.

These rates have been reviewed and approved by the Mayor as well as the Mayor-Elect.

We hope that you will find the 2020 rates favorable.

Sincerely,

Gary D Deakyne, PGA  
Director of Golf



# 2020 RATE SUGGESTIONS

	2019 Forest Park		Forest Park		Stony Creek		Fox Prairie		Pebble Brook	
	2019	2020 Suggest	2019	2020 Suggest	2019	2020 Suggest	2019	2020 Suggest	2019	2020 Suggest
18 Walking	20	20	23	23			20	23		32
9 walking	14	14	18	14			14	18		19
18 Riding (Open- 3:00)	20	29	32	35			35	38		42
9 Riding	14	20	23	21.5			21.5	25.5		24
18 Riding 3-5:30	20	29	27	30			30	30		29
Senior Rate 18 Riding							N/A	29MT; 35w-f		29
Monday Tuesday Special							29	33		29
<b>WEEKENDS</b>										
18 WALKING	22	22	32	32			34	37		42
18 WALKING 10:30-3	22	22	26	32			32	34		32
18 WALKING 3-5:30	22	22	20	32			32	32		19
9 WALKING	15	15	20	17			17	20		N/A
18 RIDING 0-10:30	22	32	46	49			49	52		52
18 RIDING 10:30-3	22	32	37	40			40	42		42
18 RIDING 3-5:30	22	32	20	30			30	32		29
9 RIDING 0-3	15	22	28	24.5			24.5	27.5		N/A
9 RIDING 3-CLOSE	15	22	20	24.5			24.5	27.5		N/A

## Season Passes 2019

	Fox Prairie	2020 Proposed	Pebble Brook	Stony Creek	Bear Slide	Purgatory	Prairie View
Single WALK	1250/1350	1350		1250			
Single with cart	2000/2100	2100	2095	1800	3400	2500	3900
Weekday Walk				825	1900		
Weekday Ride			1395	1275	2100	1750	
Family w/ cart	<del>2975/3125</del>	3125	2695		4500	3750	4795
Senior or Under 29			1895	1800	3400	2000(U35)	3100 SR/ 2100YA
Jr 12-18	200	300	500	300	500	800	799
Jr 5-11	200	300	300	300	500	800	799

Economy Pass - \$250 1/2 price Green Fees

12/10 Punch Passes

- Weekday Green Fee \$230
- Weekend Green Fee \$370
- 18 hole Cart \$150
- 9 Hole Cart \$75

Patron Card will be removed

# Noblesville Park Board

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Wednesday, October 2, 2019

**Subject:** Board to consider contract for consulting and design of new irrigation at Fox Prairie.

**Applicant:** NA

**Agenda Item:** New Business 2

**Summary:** contract with fees for design and consulting with Automatic Supply for Irrigation at Fox Prairie Golf Course

**Recommendation:** Staff recommends approval of contract as presented.

**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 contract (attached) for services is with Automatic Supply to design, write bid specs and manage irrigation installation at Fox Prairie Golf Course. We hope to have the design done within a few months and be able to bid it in the early winter for a spring installation. All of this is incumbent upon council funding the requested renovations to the golf course. The design is the first step in the process, which will allow us to get a decent estimate of the true cost.

### **Background:**

The golf operation has had a study completed with several recommendations for the future success of the golf operation. One of the main recommendations was to look at our fee structure and increase it. Other recommendations include a bunker renovation and irrigation replacement at Fox Prairie.

### **Recommendation:**

Staff recommends motion to approve the contract as presented.

# City of Noblesville Form Contract for Services

Automatic Supply  
Service Provider

Irrigation Design and Consulting for Fox Prairie Golf Course  
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 Automatic Supply (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.

*No Performance Bond Required for said services*

*OK*  
*JP*

#### 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.

4.16 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")

("Contractor")

By: James Dyer

By: James R. Held

Printed: Laine Dyer

Printed: James R. Held

Title: PAID Board president

Title: Golf Irrigation Sales Mgr.

Date: 10/2/19

Date: 10/11/19

3527542



9-23-2019

To: Brandon Bennett

From: Jim Held

Re: Fox Prairie Irrigation System Professional Services

This agreement is between Automatic Supply and the City of Noblesville Parks and Recreation

Automatic Supply will provide irrigation design and consulting services for the Fox Prairie Irrigation system project for \$30,000.

The above cost includes:

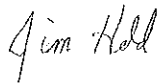
- 1- Preliminary design for budget purposes.
- 2- Complete irrigation system design and written specifications for bidding purposes
- 3- Site visits as needed to gather pertinent information for a complete irrigation system design.
- 4- Pre-Bid Meeting (if required)
- 5- Evaluation of Bids
- 6- Contractor Qualification and Selection
- 7- On-Site Mainline Routing with Contractor
- 8- On-Site Staking of Sprinkler Head Locations
- 9- GPS Mapping of completed system installation for a permanent record

**AUTOMATIC SUPPLY**  
116 SHADOWLAWN DRIVE  
FISHERS, INDIANA 46038  
1-800-842-3911 (Office) (317) 845-0977 (FAX)

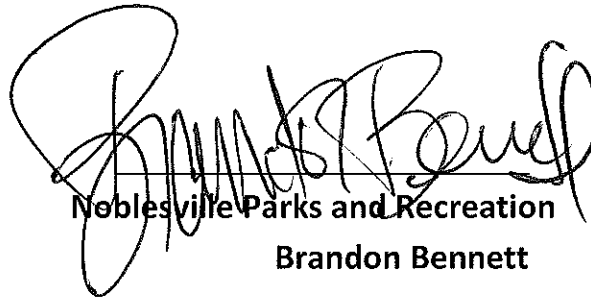


Payments for the afore mentioned services will be as follows:

Preliminary Design and Project Budget	\$5,000
Completion of Design and Specifications for Bidding	\$5,000
Pre-Bid Meeting and Contractor Qualification and Selection	\$1,000
Remainder of Services through project completion	\$19,000



**Automatic Supply**  
**Jim Held, CID**



**Noblesville Parks and Recreation**  
**Brandon Bennett**

# Noblesville Park Board

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Wednesday, October 2, 2018

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

**Applicant:** NA

**Agenda Item:** New Business 3

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

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

**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 Noblesville Parks and Recreation Department is requesting to lease a fully functional ice skating rink to be installed at Federal Commons for a winter amenity for the public to use from mid-December to early January. . This Lease agreement allows Magic Ice, USA to install a 56' x 100' fully functional Ice skating rink, which is the same size as last year. The rink will be installed and removed by Magic Ice and will be operated by Noblesville Parks Department. Cost of the rink and associated equipment including 300 pairs of rental skates is \$110,860. Noblesville Parks will charge for skate time and skate rental to recover anticipated costs. We are also seeking local sponsorship to help offset costs.

### **Background:**

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

### **Recommendation:**

Staff recommends approval of contract as presented.

## EQUIPMENT RENTAL AGREEMENT

Magic Ice USA, Inc., a Florida corporation ("Lessor") and City of Noblesville, IN ("Lessee") hereby enter this Equipment Rental Agreement ("Agreement") this \_\_\_ day of \_\_\_\_\_, 2019 in Miami-Dade County, Florida;

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

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

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

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

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

- q. All appropriate signage.
  - r. Day to Day Management
  - s. Ambient lighting, special effects lighting, if desired, sound system, public address system.
  - t. Operational items, which include but are not limited to first aid kit, janitorial items, etc.
  - u. Cost for training operator of Zamboni, if necessary (flight/hotel)
6. The term of the rental is from Approx. November 10, 2019 to January 12, 2020 which includes an anticipated period of six (6) days for installation and six (6) days for removal. While Lessor will use reasonable efforts to install and remove within the time frame above-stated, unforeseen problems and mechanical difficulties may delay the actual times of installation. Lessor will attempt to correct all delays as quickly as possible; however, will not be liable for any damages for delay in installation and removal. Furthermore, during the period of actual usage of the ice-skating rink, temperature and humidity may affect the condition of the ice and mechanical problems may affect the Equipment and usability of the rink. Lessor will repair as quickly as possible; however, is not liable for delays or for periods of time in which the rink is not suitable for skating.
7. Removal of the equipment shall be completed no later than thirty (30) days following the conclusion of the Rental Agreement.
8. The charges for the Equipment rental and management services to be performed hereunder during the rental term specified herein is \$113,500.00 less \$2,639.35 credit for a total rental of \$110,860.65 together with all applicable sales use and other taxes. Should Lessee decide to extend one (1) week at the end of the season the additional fee would be \$2,250.00
- a. 25% of the rental charges together with all applicable taxes are due and payable upon the execution of this Rental Agreement.
  - b. 25% of the rental charges together with all applicable taxes are due and payable by October 31, 2019.
  - c. 50% balance of the rental charges shall be due and payable in full upon completion of installation, but prior to any public use.
9. The first deposit (25% of the rental) is a non-refundable deposit.
10. In the event that Lessee fails to provide access to the site at time of removal, or otherwise fails to honor its responsibilities at times of removal, Lessee will be liable for all delays at the cost of \$950.00 per day.

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

operation, use, handling, maintenance and/or transportation of the Equipment.

20. Lessor shall indemnify, defend and hold Lessee harmless against any and all claims, lawsuits, losses, damages, expense, liabilities or penalties which arise from, or relate to the negligence or willful acts or omissions of Lessor, Lessor's employees, agents, assigns, or subcontractors arising out of the installation and removal of the Equipment.
21. Lessee agrees, at its own expense, to secure and maintain a commercial general liability insurance policy in an aggregate amount of not less than two million dollars (\$2,000,000), one million dollars (\$1,000,000) per occurrence, insuring against any and all liability arising out of the operation and use of the Equipment and/or property on which the equipment is located. Said insurance shall be written on an occurrence basis, with an insurance company duly licensed in the state in which the Equipment is to be located and acceptable to Lessor. Lessor shall be named as an additional insured on the policy of insurance. The policy shall contain an endorsement that it cannot be cancelled without providing Lessor at least ten days prior notice of cancellation. Lessee shall provide Lessor evidence of insurance prior to shipment of Equipment.
22. Lessee shall also provide property insurance insuring the Equipment against loss or damage from fire, theft, vandalism, malicious mischief, and other risks of loss, customarily insured against in such policies. Said policies shall be for full replacement value and written on an occurrence basis with an insurance company located in the state in which the Equipment is being located and acceptable to Lessor. Lessor shall be named as both a loss payee and an additional insured on such policy. Lessee shall provide Lessor evidence of insurance prior to shipment of Equipment. A breach of Lessee's obligation to furnish insurance pursuant to this Agreement is a material breach entitling Lessor to immediate possession of the Equipment, and in which event, the entire rental charges for the Equipment and services to be provided pursuant to this Agreement are considered earned in full, and the balance of the rental charges for the Equipment and services immediately due and payable in full.
23. Lessee acknowledges that it has duties and responsibilities regarding the preparation and clearance of the site necessary for the installation of the Equipment and, if required, for the erection of the tent. Any delays by the Lessee could cause a delay in the installation of the Equipment which subjects Lessee to the charges specified in this Agreement.
24. If any provision of this Agreement is deemed unenforceable, this Agreement shall survive absent said unenforceable provision.

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



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

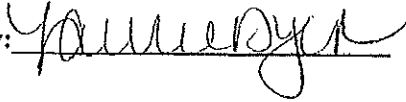
44. This Agreement may be signed in counterparts, with facsimile transmitted signatures being deemed an original, and all of which when signed by the respective parties when taken together will constitute the full and final agreement of the parties hereto.

Dated this 2 day of October, 2019 in Miami-Dade County, Florida.

**LESSOR:**  
**MAGIC ICE USA, INC.**

By:   
Byron J. Sharp, President

**LESSEE:**  
**CITY OF NOBLESVILLE, IN**

By: 



# "REQUEST TO SPEAK" CARD

City of Noblesville  
Parks & Recreation Board

Turn in to recording secretary.

NAME: Derek McGowan DATE: 10/2/2019

Address: 103 Wilsford Ct

Telephone Number: 317.507.4541

Organization: CAUSITP

Agenda item—Citizen Subject: Forest Park