



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

## **Noblesville Parks & Recreation Board Agenda**

Call to Order  
Approval of Agenda  
Approval of Minutes of October 2, 2019 Board Meeting

### **Financial**

1. Approval of Claims – November 12<sup>th</sup> and 26<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.
2. Board to hear Seminary Park construction update.

### **New Business**

1. Board to consider contract for art at Seminary Park for Archway sign.
2. Board to consider Reindeer Ride event agreement with Nickel Plate Heritage Railroad
3. Board to consider contract for South Restroom rebuild.
4. Board to consider contract for sign repair at Federal Hill Commons.
5. Board to consider budget for 108 Parks General operations for 2020.

Next Meeting December 6, 2019, Forest Park Inn @ 9AM.

### **Upcoming Events**

November 11-14:	Ice Rink Build at Federal Hill Commons
November 21-22:	Zamboni Training at Federal Hill Commons
November 23:	Ice Plaza Opens at Federal Hill Commons
December 1:	Christmas Parade
December 6:	Parks & Recreation Department Christmas Luncheon



## Noblesville Parks and Recreation Board Minutes October 2, 2019

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

**OTHERS PRESENT:** Brandon Bennett, Director; Amber Mink, Assistant Director; Angela Vitosky-Staggs, Recreation Coordinator – Recreation Annex; Derek McGrew, Noblesville Citizen

**CALL TO ORDER:** Meeting was called to order by Laurie Dyer at 6:01pm.

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

**APPROVAL OF MINUTES** of September 11, 2019. Mrs. Dyer asked for the approval of September 11, 2019 minutes. Mr. Rogers moved to approve the minutes for the September 11, 2019 Board meeting as presented and Mr. Johnson seconded this motion, the motion passed unanimously.

Mr. McGrew came up to speak about the placement of a cell tower in Forest Park. Mr. McGrew is a developer of cell towers. He works different cell phone companies and have talked to Brandon Bennett a few times about a potential location for a cell tower in Forest Park. Mr. McGrew stated that a cell tower at Forest Park may not be what you're looking for and that you have cell towers at other parks in the city. Mr. McGrew stated that he has talked with the city before coming to the Park Board about this, and there are some challenges with zoning ordinances in areas throughout the City. The only thing that he would be looking for would be the use of park land, there would be no additional cost to the Parks Department. Once we find a piece of land Mr. McGrew would then go and get all of the permitting necessary and all of the contracting taken care of. There is a cell company that is in need of a tower in this area. Brandon Bennett then addressed the board stating that this is not an action/agenda item, but an opportunity to ask questions to Mr. McGrew about adding a cell tower. Mrs. Dyer asked where the current towers are, Mr. McGrew named a few of them in Noblesville already. Mr. Noel asked what the exact interest is in Forest Park. Mr. McGrew said that Noblesville was selected for its geographical location. Also, the area they are looking at is next to the Aquatic Center, it is currently not being used and be easily accessible for the build of the cell tower. Brandon Bennett then commented that there is a concern that the Aquatic Center would one day like to expand, so having a cell tower there would cause an issue. Mr. Johnson asked about the cell tower possibly being in the maintenance area, as it is blocked off and would not cause any issues within the park. Mr. Bennett asked how big the foot print would be, Mr. McGrew stated it would be 60x60. They are looking at making the cell tower a Pine Tree look to help blend into the area. The lease would be similar to what we have done in the past, but something that would be spoken about at a later time. Mr. Rogers asked if they will construct it with or without a carrier. Mr. McGrew answer is no, it will not be built without a carrier. There are a few other sites besides Forest Park being looked at, but Forest Park is the best location available. Mr. Noel asked what the timeline would be. Mr. McGrew stated it would be one to two years for completion once all the paperwork is complete. Mr. Bennett stated that he will work more with Mr. McGrew and then give more information as it comes, this is something that we can continue to discuss at the next few board meetings. The cell tower will be something that will need to be voted on by the board if we get to the

point that we decide this is something we want to continue with. We need to know what the standards and regulations of a cell tower are so that we can answer any questions that we may be asked. Mr. McGrew is going to get more information and continue to email with Brandon Bennett and Amber Mink to keep the information and conversation moving.

#### **FINANCIAL:**

**1. Approval of Claims for October 15<sup>th</sup> and 29<sup>th</sup>**

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. Angela Staggs gave the Recreation Report. This past month our programs we have had a lot of success with sign-ups as well as regular drop ins. Our Girl Scouts program has been very successful and had a lot of complements. Because of the great weather we have not had a lot of indoor pickle ball players, once the weather cools down we expect more players to move indoor. We are finishing a very successful volleyball season with Legacy Christian Church and are looking forward to the start of their basketball season at our facility. We also held a Noblesville High School Class reunion and it was very successful, they really enjoyed it since it was their old high school. Our Auditorium is also doing well with a Christmas show and as well as a Noblesville Middle School practicing their plays. With the new contract changes we have seen some great additions to our rentals. A theater company has added a show to their Christmas performance, Master Yoo's Taekwondo will be having a Tournament, Carmel Rugby will be having practices two days a week, as well as 317 performing arts marching percussion will be using the facility over the weekend for practices. We have found that the down payment has not slowed down our rentals and the more clearly outlined rental options has increased our rentals. We are looking forward to a great next few months at the Annex.

**2. Director of Golf Report**

a. Brandon Bennett gave a quick report for golf. We have been consistently been up the last few months. Golf has been up about \$9,000 for September compared to last year. We have been up consistently over the last few months. We are doing well this year with only being about \$85,000 in the red compared to \$140,000 in the red last year at the same time. So we are starting to trend in the right direction. We are just continuing to see that if we have good weather we have golfers.

**3. Assistant Director Report**

a. Amber Mink presented the Assistant Director's report. You can see the list of upcoming events at the bottom of the agenda. Concerts have wrapped up and between the three series we estimate over 31,000 people were in attendance. The Food Truck Friday series had almost 3,500 and the Movies series had over 1,500 in attendance. The Charters of Freedom Dedication happened at the last concert, this past Saturday, September 28th. It was an amazing opportunity and experience for Noblesville and Hamilton County. Don Myers was significant in this project as he worked to get all contractors and supplies donated. I am working with buyers and movers of the remaining 6 purchased train cars for the final move out date of October 15th. We are going to be working with an environmentally friendly company to help us recycle and scrap the handful of cars we aren't planning on keeping. Steve Cooke has reported that the City has helped save nearly 50 cars between what we have allowed to move out, what has been sold and what we are keeping onsite. Staff is working on reviewing action plans and creating goals and

objectives for the 2020-2025 master plan. Finally, we have the Halloween Party on October 19<sup>th</sup>, if you know of any businesses or organizations that might like to have a free vendor booth at the event, please send them my way.

## **OLD BUSINESS**

1. Board to hear Finch Creek Park construction update.
  - a. Brandon Bennett presented the update about Finch Creek Park. We are still building away, the main structure of the playground will be completed by the end of the week. The surface installation has been started and should be complete by the end of next week. The pickle ball courts are done, we will be getting some pads for the some of the poles around the court. The buildings should be completed in the next week or so and the spay ground is currently active from a testing perspective. However, there were some issues with the way the spray heads were installed, so those may need to be redone, but that would be 100% on the contractor. We finally have power to the site and Vectren is putting gas in now at the maintenance building. We are still hoping for a ribbon cutting at the end of October. If we don't make that deadline then we will wait and do the ribbon cutting at the beginning of next spring. Either way, once it is complete we will bring the Park Board down to tour the site.

## **NEW BUSINESS**


1. Board to consider golf fees and season pass rates for 2020 golf season
  - a. Brandon Bennett presented the golf fees and season pass rates for the 2020 golf season. JJ Keegan's report had been received and reviewed, there were 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. I was pleasantly surprised by how aggressive Gary was with some of the prices. We sat down as a team along with Mr. Jensen and decided these rate increases are a right sizing and should put us where we should be. Attached you will find a spreadsheet with the current rates for Stoney Creek and Pebble Brook, we are pretty sure that those are going to go up in 2020, so this will allow our rates to stay competitive with those courses while staying in our lane. Mr. Noel made the motion to approve the golf fees and season pass rates for 2020 golf season, Mr. Rogers second, the motion passed unanimously.
2. Board to consider contract for consulting and design for Irrigation at Fox Prairie Golf Course
  - a. Brandon Bennet presented the Irrigation consulting and design contract. The contract (attached) for services is with Automatic Supply to design, write bid specs and manage the 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. This is a contractor that Curt Brisco has worked with many times and we have received some positive feedback from another course that is currently using Automatic Supply. We can't get bidding started until the funding is available, so we would like to get the contract for consulting and design approved so when we receive the funds we can start immediately. Mr. Noel and Mrs. Dyer asked why we need a \$30,000 design and it doesn't go straight out to bid. Mr. Bennett explained that he is an irrigation architect and will be putting together the specs that will then be put out to bid. We talked to the architect a little about what he things we should expect to pay for the new irrigation, he stated it should be around 1 million. Mr. Noel made the motion to approve the contract for consulting and design for Irrigation at Fox Prairie Golf Course,

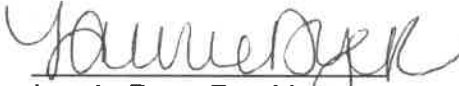
Mr. Rogers seconded, the motion passed unanimously.

3. Board to consider contract with Magic Ice for Ice Plaza at Federal Hill Commons.
  - a. Brandon Bennett presented the Magic Ice contract. This contract is to lease a fully functional ice skating rink that will be installed at Federal Commons for the public to use from mid-December to early January. This Lease agreement allows Magic Ice, USA to install and then remove a 56' x 100' fully functional Ice skating rink, which is the same size as last year. Cost of the rink and associated equipment including a Zamboni as well as 300 pairs of rental skates is \$110,860. We will charge for skate time and skate rental to recover the cost of renting the skates from Magic Ice. Kristi Spehler is also working hard to seek out local sponsorship to help offset the costs. One of our concerns this year is staffing, we are struggling finding part time staff, not only for this, but other areas as well. We raised our pay to \$12-\$14 and are hoping that we will be able to find staff with this new rate. Last year we had about 5 to 6 thousand people come to our rink, and after talking to Mr. Jensen we have decided that this is a great asset to the City of Noblesville over the winter. Mr. Rogers made the motion to approve the contract with Magic Ice for Ice Place at Federal Hill Commons, Mr. Johnson seconded, the motion passed unanimously.

With no other business to discuss, Mr. Rogers made a motion to adjourn and Mr. Johnson seconded this motion. Mrs. Dyer adjourned the meeting at 7:00pm.

Next meeting: Wednesday, November 6<sup>th</sup>; The Green Room @ 6:00pm

  
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Abigail P. Hash, Secretary

  
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Laurie Dyer, President

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Accounts Payable Register

DATE FILED	APV #	NAME OF PAYEE	PO #	APPROP #	APPROPRIATION	DESCRIPTION	AMOUNT	CHECK #	CHECK DATE	MEMORANDUM
SubTotal Department 026							471946.31			
SubTotal Fund 108							540711.04			
<b>**Fund 107 LRS</b>										
<b>**Department 025 -STR/MAINT&amp;ADMIN</b>										
11/13/2019	193896	E & B PAVING INC		107026241.100	STR/MAINT&ADMIN - PAVING SUPP	30025004	180.38		//	
11/13/2019	193896	HARDING MATERIALS INC		107026241.100	STR/MAINT&ADMIN - PAVING SUPP	30894	177.00		//	
11/13/2019	193896	HARDING MATERIALS INC		107026241.100	STR/MAINT&ADMIN - PAVING SUPP	29066	116.82		//	
11/13/2019	194020	IRVING MATERIALS INC		107026241.100	STR/MAINT&ADMIN - PAVING SUPP	10787031	415.00		//	
SubTotal Department 025							889.20			
SubTotal Fund 107							889.20			
<b>**Fund 108 PARKS</b>										
<b>**Department 020 PRKS/MAINT&amp;ADMIN</b>										
11/13/2019	194087	FEARRIN INS AGENCY		108020390.100	PRKS/MAINT&ADM - OTH SERV & CHRGS	32162	75.00		//	
11/13/2019	193958	CHAPMAN ELECTRIC SUPPLY		108020220.100	PRKS/MAINT&ADM - GEN OPER SUPP	1145142	87.07		//	
11/13/2019	193958	CHAPMAN ELECTRIC SUPPLY		108020220.100	PRKS/MAINT&ADM - GEN OPER SUPP	1144789	18.99		//	
11/13/2019	193960	TAYLORED SYSTEMS INC		108020314.100	PRKS/MAINT&ADM - SOFTWR LICENS & MAINT AG	078983	69.14		//	
11/13/2019	193960	TAYLORED SYSTEMS INC		108020314.100	PRKS/MAINT&ADM - SOFTWR LICENS & MAINT AG	078982	44.06		//	
11/13/2019	194080	CAVE AND COMPANY PRINTING		108020390.100	PRKS/MAINT&ADM - OTH SERV & CHRGS	20930	1776.92		//	
11/13/2019	193966	THE MOWER SHOP		108020223.200	PRKS/MAINT&ADM - EQUIPT REPAIR PARTS	186060	9.43		//	
11/13/2019	194017	PLYMATES IMAGE MATS		108020361.100	PRKS/MAINT&ADM - FACILITY MAINT SERV	2874655	24.10		//	
11/13/2019	194017	PLYMATES IMAGE MATS		108020251.100	PRKS/MAINT&ADM - CLOTH & ACCESSORIES	2876311	58.39		//	

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DATE FILED	APV #	NAME OF PAYEE	PO #	APPROP #	APPROPRIATION	DESCRIPTION	AMOUNT	CHECK #	DATE	MEMORANDUM
11/13/2019	194017	PLYMATES IMAGE MATS		108020261.100	PRKS/MAINT&ADMI - CLOTH & ACCESSORIES	2874666	53.39		//	
11/13/2019	194017	PLYMATES IMAGE MATS		108020361.100	PRKS/MAINT&ADMI - FACILITY MAINT SERV	2874869	23.03		//	
11/13/2019	194017	PLYMATES IMAGE MATS		108020361.100	PRKS/MAINT&ADMI - FACILITY MAINT SERV	2874871	62.11		//	
11/13/2019	194017	PLYMATES IMAGE MATS		108020361.100	PRKS/MAINT&ADMI - FACILITY MAINT SERV	2874866	50.90		//	
11/13/2019	194017	PLYMATES IMAGE MATS		108020361.100	PRKS/MAINT&ADMI - FACILITY MAINT SERV	2874868	55.40		//	
11/13/2019	194017	PLYMATES IMAGE MATS		108020361.100	PRKS/MAINT&ADMI - FACILITY MAINT SERV	2876311	24.10		//	
11/13/2019	193959	GRAINGER INC		108020225.200	PRKS/MAINT&ADMI - BLDG REPAIR PARTS	9319194941	6.08		//	
11/13/2019	193959	GRAINGER INC		108020225.200	PRKS/MAINT&ADMI - BLDG REPAIR PARTS	9319413093	27.32		//	
11/13/2019	194037	MIDWEST PARTS TEAM LLC		108020222.100	PRKS/MAINT&ADMI - VEH MAINT SUPP	197251	55.88		//	
11/13/2019	194037	MIDWEST PARTS TEAM LLC		108020222.100	PRKS/MAINT&ADMI - VEH MAINT SUPP	197761	367.06		//	
11/13/2019	194037	MIDWEST PARTS TEAM LLC		108020222.100	PRKS/MAINT&ADMI - VEH MAINT SUPP	197641	17.14		//	
11/13/2019	194039	AAA EXTERMINATING INC		108020361.100	PRKS/MAINT&ADMI - FACILITY MAINT SERV	375787	43.00		//	
11/13/2019	194073	AAA EXTERMINATING INC		108020361.100	PRKS/MAINT&ADMI - FACILITY MAINT SERV	141263	25.00		//	
11/13/2019	194039	AAA EXTERMINATING INC		108020361.100	PRKS/MAINT&ADMI - FACILITY MAINT SERV	375699	146.00		//	
11/13/2019	193970	STAPLES BUSINESS ADVANTAGE		108020210.100	PRKS/MAINT&ADMI - OFFICE SUPP	8065986128	87.46		//	
11/13/2019	193970	STAPLES BUSINESS ADVANTAGE		108020211.200	PRKS/MAINT&ADMI - PRINT SUPPLIES	8065986128	501.61		//	
11/13/2019	193956	MYERS CONSTRUCTION MGMT INC		108020350.100	PRKS/MAINT&ADMI - OTH SERV & CHRGS	2201	1675.00		//	
11/13/2019	193947	HOOSIER PORTABLE RESTROOMS INC		108020365.200	PRKS/MAINT&ADMI - EQUIPT RENT CHRGS	63904	160.00		//	
11/13/2019	193947	HOOSIER PORTABLE RESTROOMS INC		108020365.200	PRKS/MAINT&ADMI - EQUIPT RENT CHRGS	63903	160.00		//	
11/13/2019	193947	HOOSIER PORTABLE RESTROOMS INC		108020365.200	PRKS/MAINT&ADMI - EQUIPT RENT CHRGS	63906	160.00		//	

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DATE FILED	APV #	NAME OF PAYEE	PO #	APPROP #	APPROPRIATION	DESCRIPTION	AMOUNT	CHECK #	CHECK DATE	MEMORANDUM
11/13/2019	193947	RESTROOMS INC		108020365.200	RENT CHRGS		640.00	/ /		
		HOOSIER PORTABLE RESTROOMS INC			PRKS/MAINT&ADMI - EQUIPT	53906				
11/13/2019	194088	GREENCYCLE OF INDIANA INC		108020226.100	RENT CHRGS		35.00	/ /		
					PRKS/MAINT&ADMI - LANDSCAP SUPP	41920592				
11/13/2019	193967	MENARDS-CARMEL		108020220.100	PRKS/MAINT&ADMI - GEN OPER SUPP	82554	41.97	/ /		
11/13/2019	193931	MENARDS-CARMEL		108020220.100	PRKS/MAINT&ADMI - GEN OPER SUPP	82874	42.46	/ /		
11/13/2019	194100	SAM LAWSON		108020390.100	PRKS/MAINT&ADMI - OTH SERV & CHRGS	158406	200.00	/ /		
11/13/2019	193912	VAN AUSDALL & FARRAR INC		108020362.100	PRKS/MAINT&ADMI - EQUIPT MAINT SERV	403073	1.57	/ /		
11/13/2019	194079	HINCKLEY SPRINGS		108020365.200	PRKS/MAINT&ADMI - EQUIPT	668425816007077	134.01	/ /		
11/13/2019	193968	TOWNE POST NETWORK INC		108020390.100	RENT CHRGS		560.00	/ /		
					PRKS/MAINT&ADMI - OTH SERV & CHRGS	14311-R				
11/13/2019	194091	CERES SOLUTIONS COOPERATIVE INC		108020221.100	PRKS/MAINT&ADMI - VEHICLE FUEL	1535067	717.63	/ /		
11/13/2019	194091	CERES SOLUTIONS COOPERATIVE INC		108020221.100	PRKS/MAINT&ADMI - VEHICLE FUEL	4609	48.28	/ /		
11/13/2019	194019	CERES SOLUTIONS COOPERATIVE INC		108020221.100	PRKS/MAINT&ADMI - VEHICLE FUEL	1634938	822.63	/ /		
11/13/2019	194083	BREHOB NURSERIES LLC		108020226.100	PRKS/MAINT&ADMI - LANDSCAP SUPP	SI-30895	316.00	/ /		
11/13/2019	193961	BREHOB NURSERIES LLC		108020226.100	PRKS/MAINT&ADMI - LANDSCAP SUPP	WB-33123	756.00	/ /		
11/13/2019	193956	STEPHANIE WIND		108020050.000	PRKS/MAINT&ADMI - DEPOSIT RELEASE	2000628.003	200.00	/ /		
11/13/2019	193957	DEON GOOSEN		108020050.000	PRKS/MAINT&ADMI - DEPOSIT RELEASE	2000628.003	200.00	/ /		
11/13/2019	193962	KATIE MOOREHEAD		108020050.000	PRKS/MAINT&ADMI - DEPOSIT RELEASE	2000622.003	200.00	/ /		
11/13/2019	193963	MARGIE VANDERGRAFF		108020050.000	PRKS/MAINT&ADMI - DEPOSIT RELEASE	2000623.003	200.00	/ /		
11/13/2019	193964	ASHLEE ADAMS		108020050.000	PRKS/MAINT&ADMI - DEPOSIT RELEASE	2000621.003	400.00	/ /		
11/13/2019	193973	RIVERVIEW SURGERY		108020050.000	PRKS/MAINT&ADMI - DEPOSIT RELEASE	2000624.003	200.00	/ /		



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DATE FILED	APV #	NAME OF PAYEE	PO #	APPROP #	APPROPRIATION	DESCRIPTION	AMOUNT	CHECK #	MEMORANDUM
SubTotal Department 020							11684.12		
SubTotal Fund 108							11684.12		
***Fund 110 PARKS PRGMS									
**Department 021 PRKS/GOLF									
11/13/2019	193946	REYNOLDS FARM EQUIPMENT		110021223.200	PRKS/GOLF - EQUIPT REPAIR	P82102 PARTS	18.70	/ /	
11/13/2019	193946	REYNOLDS FARM EQUIPMENT		110021223.200	PRKS/GOLF - EQUIPT REPAIR	P82101 PARTS	62.12	/ /	
11/13/2019	193946	REYNOLDS FARM EQUIPMENT		110021223.200	PRKS/GOLF - EQUIPT REPAIR	P82821 PARTS	84.01	/ /	
11/13/2019	193940	SHELBY GRAVEL INC		110021226.100	PRKS/GOLF - LANDSCAP	647365 SUPP	1660.69	/ /	
11/13/2019	193944	INDIANA GOLF CAR		110021222.200	PRKS/GOLF - VEH REPAIR	13274 PARTS	20.00	/ /	
11/13/2019	193944	INDIANA GOLF CAR		110021222.200	PRKS/GOLF - VEH REPAIR	13262 PARTS	379.30	/ /	
11/13/2019	193972	GARY DEAKYNE INC		110021220.100	PRKS/GOLF - GEN OPER	REIMB TITLEIST INV	82.49	/ /	
11/13/2019	194017	PLYMATES IMAGE MATS		110021361.100	PRKS/GOLF - FACILITY MAINT	2874870 SERV	86.64	/ /	
11/13/2019	194017	PLYMATES IMAGE MATS		110021361.100	PRKS/GOLF - FACILITY MAINT	2874872 SERV	78.69	/ /	
11/13/2019	193941	ADVANCED TURF SOLUTIONS		110021242.100	PRKS/GOLF - RD SALT &	CREDIT MEMO CHEM	-270.00	/ /	
11/13/2019	193941	ADVANCED TURF SOLUTIONS		110021242.100	PRKS/GOLF - RD SALT &	S0798264 CHEM	7681.20	/ /	
11/13/2019	194097	MIDWEST PARTS TEAM LLC		110021223.200	PRKS/GOLF - EQUIPT REPAIR	196806 PARTS	70.44	/ /	
11/13/2019	194097	MIDWEST PARTS TEAM LLC		110021223.200	PRKS/GOLF - EQUIPT REPAIR	196800 PARTS	129.00	/ /	
11/13/2019	194097	MIDWEST PARTS TEAM LLC		110021223.200	PRKS/GOLF - EQUIPT REPAIR	197626 PARTS	31.96	/ /	
11/13/2019	194097	MIDWEST PARTS TEAM LLC		110021223.200	PRKS/GOLF - EQUIPT REPAIR	197904 PARTS	13.69	/ /	
11/13/2019	194089	AAA EXTERMINATING INC		110021361.100	PRKS/GOLF - FACILITY MAINT	376698 SERV	69.00	/ /	
11/13/2019	193938	SITONE LANDSCAPE SUPPLY		110021226.100	PRKS/GOLF - LANDSCAP	96661693-001	8.64	/ /	

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DATE FILED	APV #	NAME OF PAYEE	PO #	APPROP #	APPROPRIATION	DESCRIPTION	AMOUNT	CHECK #	MEMORANDUM
11/13/2019	193938	SITEONE LANDSCAPE SUPPLY		110021242.100	PRKS/GOLF - RD SALT & CHEM	935316064-001	228.92	/ /	
11/13/2019	193938	SITEONE LANDSCAPE SUPPLY		110021226.100	PRKS/GOLF - LANDSCAP SUPP	96398647-001	88.84	/ /	
11/13/2019	193943	KENNEY MACHINERY		110021222.200	PRKS/GOLF - VEH REPAIR PARTS	X03566	162.68	/ /	
11/13/2019	193947	HOOSIER PORTABLE RESTROOMS INC		110021366.200	PRKS/GOLF - EQUIPT RENT CHRGS	53907	180.00	/ /	
11/13/2019	193947	HOOSIER PORTABLE RESTROOMS INC		110021366.200	PRKS/GOLF - EQUIPT RENT CHRGS	53901	320.00	/ /	
11/13/2019	193949	T-TIME DESIGN INC		110021220.100	PRKS/GOLF - GEN OPER SUPP	25491	648.87	/ /	
11/13/2019	193912	VAN AUSDALL & FARRAR INC		110021362.100	PRKS/GOLF - EQUIPT MAINT SERV	403073	2.68	/ /	
11/13/2019	194076	THORNTON PLUMBING		110021226.200	PRKS/GOLF - BLDG REPAIR PARTS	FOX PRAIRIE	460.80	/ /	
11/13/2019	193942	P & P GOLF CARS		110021366.200	PRKS/GOLF - EQUIPT RENT CHRGS	01-50100	642.00	/ /	
11/13/2019	194074	ACUSHNET COMPANY		110021220.100	PRKS/GOLF - GEN OPER SUPP	908276946	87.28	/ /	
11/13/2019	194074	ACUSHNET COMPANY		110021220.100	PRKS/GOLF - GEN OPER SUPP	908257233	89.17	/ /	
11/13/2019	194090	CALLAWAY GOLF		110021220.100	PRKS/GOLF - GEN OPER SUPP	930941736	123.07	/ /	
11/13/2019	194090	CALLAWAY GOLF		110021220.100	PRKS/GOLF - GEN OPER SUPP	930945708	181.86	/ /	
11/13/2019	194090	CALLAWAY GOLF		110021220.100	PRKS/GOLF - GEN OPER SUPP	930945707	188.75	/ /	
11/13/2019	194090	CALLAWAY GOLF		110021220.100	PRKS/GOLF - GEN OPER SUPP	930941735	9.11	/ /	
11/13/2019	194063	PING		110021220.100	PRKS/GOLF - GEN OPER SUPP	14893917	75.74	/ /	
11/13/2019	193948	ZEUS BATTERY PRODUCTS		110021220.100	PRKS/GOLF - GEN OPER SUPP	00242706	261.22	/ /	
11/13/2019	194019	CERES SOLUTIONS COOPERATIVE INC		110021221.100	PRKS/GOLF - VEHICLE FUEL	1421	76.41	/ /	
11/13/2019	194019	CERES SOLUTIONS COOPERATIVE INC		110021221.100	PRKS/GOLF - VEHICLE FUEL	1636002	1071.74	/ /	

Installed by the CITY OF NOBLESVILLE-2013  
Accounts Payable Register

DATE FILED	APV #	NAME OF PAYEE	PO #	APPROP #	APPROPRIATION	DESCRIPTION	AMOUNT	CHECK #	DATE	MEMORANDUM
11/13/2019	194075	J & M GOLF		110021220.100	PRKS/GOLF - GEN OPER SUPP	0665161-IN	113.76		/ /	
11/13/2019	193959	HELENA AGRIENTERPRISES LLC		110021242.100	PRKS/GOLF - RD SALT & CHEM	259757494	600.00		/ /	
11/13/2019	194052	OURAY SPORTSWEAR		110021220.100	PRKS/GOLF - GEN OPER SUPP	ARINV-262172	50.00		/ /	
11/13/2019	193969	OURAY SPORTSWEAR		110021220.100	PRKS/GOLF - GEN OPER SUPP	ARINV-264647	768.00		/ /	
11/13/2019	193969	OURAY SPORTSWEAR		110021220.100	PRKS/GOLF - GEN OPER SUPP	ARINV-263926	768.00		/ /	
11/13/2019	194023	IZZO GOLF INC		110021220.100	PRKS/GOLF - GEN OPER SUPP	718632	725.00		/ /	
SubTotal Department 021							18020.13			
**Department 022 PRKS/REC										
11/13/2019	193976	CAVE AND COMPANY PRINTING		110022390.100	PRKS/REC - OTH SERV & CHRGS	20907	25.90		/ /	
11/13/2019	193954	TRISH FRANCIOSI DOODLE BUGZ		110022390.100	PRKS/REC - OTH SERV & CHRGS	4647	276.15		/ /	
11/13/2019	193982	TINA HOLLOWAY		110022050.000	PRKS/REC - DEPOSIT RELEASE-JUNSPC	2001306.002	44.00		/ /	
11/13/2019	193950	MAGIC ICE USA INC		110022366.200	PRKS/REC - EQUIPT RENT CHRGS	25 % DEPOSIT	27715.16		/ /	
11/13/2019	193963	LOIS GRAY		110022050.000	PRKS/REC - DEPOSIT RELEASE-JUNSPC	2001306.002	44.00		/ /	
11/13/2019	193955	NATALIE BEAL		110022390.100	PRKS/REC - OTH SERV & CHRGS	09-10	177.00		/ /	
11/13/2019	193951	ANGELA DIMITRELIAS		110022050.000	PRKS/REC - DEPOSIT RELEASE-JUNSPC	2000626.003	260.00		/ /	
11/13/2019	193976	JASON BELPULSI		110022050.000	PRKS/REC - DEPOSIT RELEASE-JUNSPC	2000627.003	60.00		/ /	
11/13/2019	194054	NADINE COTA		110022050.000	PRKS/REC - DEPOSIT RELEASE-JUNSPC	2000632.003	30.00		/ /	
11/13/2019	194055	GAIL TAYLOR		110022050.000	PRKS/REC - DEPOSIT RELEASE-JUNSPC	2000631.003	30.00		/ /	
11/13/2019	194056	MICHELLE JUAN		110022050.000	PRKS/REC - DEPOSIT RELEASE-JUNSPC	2000633.003	30.00		/ /	
11/13/2019	194022	BRANDE PEDIGO		110022050.000	PRKS/REC - DEPOSIT	2000630.003	30.00		/ /	

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DATE FILED	APV #	NAME OF PAYEE	PO #	APPROP #	APPROPRIATION	DESCRIPTION	AMOUNT	CHECK #	CHECK DATE	MEMORANDUM
SubTotal Department 022							28723.21			
SubTotal Fund 110							46743.34			
<del>**Fund 111 PARKING</del>										
<del>**Department 004 POLICE</del>										
11/13/2018	194019	CERES SOLUTIONS COOPERATIVE INC		111004060.100	POLICE - VEHICLE FUEL	4967072	35.10		//	
11/13/2019	194001	GREG DICKOS		111004060.000	POLICE - REV REFUND-JUNSPC	REIMB PARKING PASS	87.50		//	
SubTotal Department 004							122.60			
SubTotal Fund 111							122.60			
<del>**Fund 112 DTWN DEV</del>										
<del>**Department 023 PRKS/IMPROV&amp;REHAB</del>										
11/13/2019	194122	GRAINGER INC		112023220.100	DTWN D - PRKS/IMPROV&REH - GEN OPER SUPP	9332213280	60.26		//	
SubTotal Department 023							60.26			
SubTotal Fund 112							60.26			
<del>**Fund 124 CCI</del>										
<del>**Department 008 INFO TECH</del>										
11/13/2019	194088	CDW GOVERNMENT INC		124008442.100	CCI - INFO TECH - COMPUT & IT EQUIPT	V LZ3621	5288.25		//	
11/13/2019	194045	AZTECA SYSTEMS LLC		124008442.100	CCI - INFO TECH - COMPUT & IT EQUIPT	JUN1453	1250.00		//	
SubTotal Department 008							6538.25			
SubTotal Fund 124							6538.25			
<del>**Fund 140 PROMO</del>										
<del>**Department 002 MAYOR</del>										
11/13/2019	194024	NOBLESVILLE MAIN STREET		140002172.100	MAYOR - EVENT SPONSOR	001	1750.00		//	
11/13/2019	194088	MENARDS-CARMEL		140002390.100	MAYOR - OTH SERV & CHRG	300130498	100.24		//	

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DATE FILED	APV #	NAME OF PAYEE	PO #	APPROP #	APPROPRIATION	DESCRIPTION	AMOUNT	CHECK #	CHECK DATE	MEMORANDUM
SubTotal Department 002							1860.24			
<del>**Department 011 ECO DEVO</del>										
11/13/2019	194024	NOBLESVILLE MAIN STREET		140011390.100	ECO DEVO - OTH SERV & CHRGS	001	750.00		//	
11/13/2019	194051	NOBLESVILLE MAYORS CHARITY JUBILEE		140011390.100	ECO DEVO - OTH SERV & CHRGS	0213	600.00		//	
SubTotal Department 011							1250.00			
<del>**Department 020 PRKS/MAINT&amp;ADMIN</del>										
11/13/2019	193971	KRISTI SPEHLER		140020393.100	PRKS/MAINT&ADMIN - EMP RECOG CHRGS	101	6.49		//	
SubTotal Department 020							6.49			
SubTotal Fund 140							3106.73			
<del>**Fund 142 REC PERP</del>										
<del>**Department 007 COURT</del>										
11/13/2019	193912	VAN AUSSDALL & CASPAR INC		142007362.100	COURT - EQUIPT MAINT SERV	303073	16.51		//	
SubTotal Department 007							16.51			
SubTotal Fund 142							16.51			
<del>**Fund 199 ROAD IMPACT</del>										
<del>**Department 026 STR/IMPROV&amp;REHAB</del>										
11/13/2019	194003	BUTLER FAIRMAN & SEUFERT INC		199026313.100	STR/IMPROV&REHA - ENG CONSULT	36867A	599.30		//	
11/13/2019	194004	BEAM LONGEST NEFF		199026313.100	STR/IMPROV&REHA - ENG CONSULT	61825	3288.00		//	
11/13/2019	194101	BRADLEY & JOHNSA MYERS		199026411.100	STR/IMPROV&REHA - RIGHT OF WAY-LAND	PARCEL 4	47842.15		//	
11/13/2019	194102	BRADLY & JOHNSA MYERS AND LOANCARE LLC		199026411.100	STR/IMPROV&REHA - RIGHT OF WAY-LAND	PARCEL 4	15041.85		//	
SubTotal Department 026							56771.30			
SubTotal Fund 199							66771.30			
<del>**Fund 257 2016 LOIT-ROADS</del>										

Accounts Payable Register

Date: 11/01/2019 02:08:57 PM  
APVREGISTER.FRX

DATE FILED	APV #	NAME OF PAYEE	PO #	APPROP #	APPROPRIATION	DESCRIPTION	AMOUNT	CHECK #	CHECK DATE	MEMORANDUM
<b>**Department 026 STR/IMPROV&amp;REHAB</b>										
11/13/2019	194006	MIDWEST PAVING LLC		257026421.110	STR/IMPROV&REHA - STREET EN-307-02 RESURF		39493.03		/ /	
SubTotal Department 026							39493.03			
SubTotal Fund 257							39493.03			
<b>**Fund 258 DP/FINCH CRK PARK</b>										
<b>**Department 023 PRKS/IMPROV&amp;REHAB</b>										
11/13/2019	193932	MID STATE TRUCK EQUIPMENT		258023449.100	PRKS/IMPROV&REH - OTH OPER EQUIPT	106800	3756.00		/ /	
11/13/2019	194050	MYERS CONSTRUCTION MGMT INC		258023424.100	PRKS/IMPROV&REH - BLDG/STRUC IMPROV	16	182565.30		/ /	
11/13/2019	194060	MYERS CONSTRUCTION MGMT INC		258023424.100	PRKS/IMPROV&REH - BLDG/STRUC IMPROV	14	280947.30		/ /	
11/13/2019	194082	MACALLISTER MACHINERY CO INC		258023449.100	PRKS/IMPROV&REH - OTH OPER EQUIPT	MS1776764	24644.00		/ /	
11/13/2019	194081	MIDWEST EQUIPMENT & SUPPLY CO INC		258023449.100	PRKS/IMPROV&REH - OTH OPER EQUIPT	P59008810282019	8595.00		/ /	
SubTotal Department 023							600607.60			
SubTotal Fund 258							600607.60			
<b>**Fund 300 SEW WRKS OPR</b>										
<b>**Department 000 NON DEPT</b>										
11/13/2019	193999	SEWAGE WORKS DEPRECIATION		300000012.000	NON DEPT - UTIL CASH TRANS OUT-JUNSPC	OCTOBER/DEPOSIT 330-012	73917.00		/ /	
11/13/2019	194000	SEWAGE REVOLVING LOAN 307		300000012.000	NON DEPT - UTIL CASH TRANS OUT-JUNSPC	OCTOBER/DEPOSIT 307-012	8333.33		/ /	
11/13/2019	193998	TRANSFER TO SINKING FUND		300000012.000	NON DEPT - UTIL CASH TRANS OUT-JUNSPC	OCTOBER/DEPOSIT 302-012	367625.67		/ /	
11/13/2019	193852	FISERV/ BASTOGNE INC		300000062.000	NON DEPT - UTILITY FEE REFUND	11148 GIDDINGS PL	52.72		/ /	
11/13/2019	193920	AH4R		300000062.000	NON DEPT - UTILITY FEE REFUND	10242 GOLDEN DR	15.31		/ /	
11/13/2019	193921	RYAN VALENZUELA		300000062.000	NON DEPT - UTILITY FEE REFUND	16210 GALLOW LN	45.68		/ /	

Installed by the CITY OF NOBLESVILLE-2013  
Accounts Payable Register

DATE FILED	APV #	NAME OF PAYEE	PO #	APPROP #	APPROPRIATION	DESCRIPTION	AMOUNT	CHECK #	CHECK DATE	MEMORANDUM	
SubTotal Department 026											
SubTotal Fund 501											
<del>**Fund 603 DTWIN TIF</del>											
<del>**Department 000 NON DEPT</del>											
11/13/2019	194025	THE BANK OF NEW YORK MELLON		5635000324.100	DTWIN T - NON DEPT - BANK & OTH FIN SERV FEES	252-2299879	1860.00		/ /		
SubTotal Department 000											
SubTotal Fund 503											
<del>**Fund 611 CDBG</del>											
<del>**Department 023 PRKS/IMPROV&amp;REHAB</del>											
11/13/2019	194043	MIRACLE RECREATION		611023490.100	CDBG - PRKS/IMPROV&REH - \$17007 OTH CAP OUTLAY		2360.00		/ /		
11/13/2019	194018	WILLOUGHBY INDUSTRIES INC		611023490.100	CDBG - PRKS/IMPROV&REH - 118513 OTH CAP OUTLAY		6841.00		/ /		
SubTotal Department 023											
SubTotal Fund 611											
<del>**Fund 616 GREEN &amp; HOWE GRANT</del>											
<del>**Department 026 STR/IMPROV&amp;REHAB</del>											
11/13/2019	194003	BUTLER FAIRMAN & SEUFERT INC		616026671.100	GREEN - STR/IMPROV&REHA 86867B - ENG CONSULT		2397.18		/ /		
SubTotal Department 026											
SubTotal Fund 616											
<del>**Fund 631 COM CROSS GRANT</del>											
<del>**Department 026 STR/IMPROV&amp;REHAB</del>											
11/13/2019	194006	MIDWEST PAVING LLC		631026671.110	STR/IMPROV&REHA - STREETEN-307-02 RESURF		39493.02		/ /		
SubTotal Department 026											
SubTotal Fund 631											
<del>*** GRAND TOTAL ***</del>											
							2129639.84				

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 \$ 568,182.81.

Dated this 6<sup>th</sup> day of November 2019.

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

Signatures of Governing Board



## Fund Report for September 2019

<p><b>NRO – REVENUE</b></p> <p>\$ 127,892.32- Golf</p> <p>\$ <u>16,378.36- Rec.</u></p> <p>\$ 144,270.68- TOTALS</p>	<p><b>NRO – BALANCE</b></p> <p>\$ (48,457.22) - Golf</p> <p>\$ <u>42,609.68 - Rec</u></p> <p>(\$ 5,847.54) - TOTALS</p>	<p><b>NRC -- REVENUE</b></p> <p>\$ 2,118.95 - Reg NRC</p> <p>\$ 0.00 - DuPont</p> <p>\$ <u>0.00- Finch Creek PILOS</u></p> <p>\$ 2,118.95 - TOTALS</p>
<p><b>NRO – DISBURSED</b></p> <p>\$ 91,095.42 - Golf</p> <p>\$ <u>5,571.99- Rec.*</u></p> <p>\$ 96,667.41- TOTALS</p>	<p><b>NRC – DISBURSED</b></p> <p>\$ 865.45 - Reg NRC</p> <p>\$ 0.00 - DuPont</p> <p>\$ <u>0.00 - Finch Creek PILOS</u></p> <p>\$ 865.45 - TOTALS</p>	<p><b>NRC – BALANCE</b></p> <p>\$ 107,942.98- Reg NRC</p> <p>\$ 0.00 - DuPont</p> <p>\$ <u>2,201.16 - Finch Creek PILOS</u></p> <p>\$ 110,144.14 - TOTALS</p>

Fox Date	October 2018 Rev	2019 Rev	2019 Rev	Countdown	2011 Rev	2012 Rev	2013 Rev	2014 Rev	2015 Rev	2016 Rev	2017 Rev
Park											
1-Oct	2240.98	1584.58	0	45373.37	19372	13654	13913	12923	18337	19015	14333
2-Oct	2174.17	2220.55	-656.4	43788.79	1520.34	788.07	2244.9	928.71	1341.94	1412.6	2349.79
3-Oct	2630.02	3468.29	-610.02	41568.24	2843.19	75.78	1072.56	1235.71	1240.91	2595.22	901.73
4-Oct	1825.33	3204.2	838.27	38099.95	1067.75	773.27	822.11	214.57	3786.79	4618	1218.27
5-Oct	610.99	3402.06	1378.87	34895.75	1796.26	654.59	1416.73	159.85	2301.37	2483	529.07
6-Oct	3303.9	3279.48	2791.07	31493.69	1169.19	47.1	1402.49	1036.52	1960.18	2360.12	9.5
7-Oct	4848.21	1561.75	-24.42	28214.21	1565.22	1205.16	307.51	152.82	1318.97	1391.63	676.72
8-Oct	2509.03	1902.57	-3286.46	26652.46	1780.83	1192.77	293.16	138.55	1385.47	2278.67	2867.32
9-Oct	2489.49	2527.75	-606.46	24749.89	1994.77	778.41	711.17	1404.08	2026.11	3137.55	2662.64
10-Oct	1343.55	2839.69	38.26	22222.14	2306.36	1400.59	1127.35	78.3	408.4	1269.86	4866.84
11-Oct	1522.13	269.27	1496.14	19382.45	1302.13	684.49	1077.87	125	2264.87	1556.8	344.43
12-Oct	522.85	1997.01	-1252.86	19113.18	1077.55	157.08	1755.64	1155.86	4152.62	1257.54	458.12
13-Oct	1421.68	1925.07	1474.16	17116.17	988.88	5083.12	3257.39	2146.71	1375.96	818.28	521.76
14-Oct	1372.72	1592.81	503.39	15191.10	15.03	2342.14	3135.87	0	764.9	591.58	1958.35
15-Oct	339.8	1578.64	2739.94	13598.29	1054.7	168.33	1059.15	0	1349.42	1311.5	2890.61
16-Oct	862.12	135.74	4198.87	12019.65	1049.83	608.31	563.23	31.22	969.04	2499.43	0
17-Oct	1164.61	1098.23	3472.49	11883.91	1132.94	1064.1	727.24	368.27	786.87	2235.71	761.48
18-Oct	1687.35	1752.38	-66.38	10785.68	465.91	699.36	25.92	1648.27	598.43	1736.64	1059.93
19-Oct	843.6	2315.29	65.03	9033.30	0	470.98	1154.19	1002.9	927.59	1219.31	4280.48
20-Oct	1380.27	3485.64	1471.69	6718.01	0	20.39	408.79	904.11	520.85	724.21	1210.94
21-Oct	1071.09	1042.8	2105.37	3232.37	0	768.56	1106.07	304	936.78	0	1019.7
22-Oct	1964.99	421.06	-28.29	2189.57	387.43	1104.29	412.14	599.8	980.52	629.48	2649.3
23-Oct	1318.96	1185.8	-1543.93	1768.51	903.51	439.18	75.85	595.76	1181.38	1233.27	1024.75
24-Oct	979.03	3075.52	-133.16	582.71	1508.32	25.2	25.2	827.83	1651.91	2304.97	0
25-Oct	354.75	718.74	2096.49	-2492.81	439.7	2197.34	0	1253.97	1161.99	585.69	41.76
26-Oct	15	0	363.99	-3211.55	1442.22	1863.78	237.23	2981.7	1516.71	753.9	27
27-Oct	470.18	882.62	-15	3211.55	588.24	41.63	230.28	2782.22	882.2	449.91	606.42
28-Oct	188.1	2350.16	412.44	-4094.17	710.03	244.15	739.65	1103.31	0.75	1082.44	195.02
29-Oct	984.39	714.26	2162.06	-6444.33	284.96	125.91	1383.86	106.39	54.54	1424.98	321.38
30-Oct	2934.08		-270.13	-7158.59	798.35	15.81	447.48	286.03	64.69	2394.47	44.44
31-Oct	0		-2934.08	-7158.59	1009.57	0	123.79	634.44	483.83	1017.82	0.42
2018 Total	45373.37	52531.96	0	364.54	50919.75	38693.89	41257.82	38992.64	57043.54	67186.84	49837.48
2019 Total			7158.59								
2019 diff			18-19 diff								

q



2020 Park Board Meeting Dates  
Wednesdays

- January 8<sup>th</sup> Board Mtg.
- February 5<sup>th</sup> Board Mtg.
- March 4<sup>th</sup> Board Mtg.
- April 15<sup>th</sup> Board Mtg.
- May 6<sup>th</sup> Board Mtg.
- June 3<sup>rd</sup> Board Mtg.
- July 1<sup>st</sup> Board Mtg.
- August 5<sup>th</sup> Board Mtg.
- September 2<sup>nd</sup> Board Mtg.
- October 7<sup>th</sup> Board Mtg.
- November 4<sup>th</sup> Board Mtg.
- December 2<sup>nd</sup> Board Mtg.

All meetings will be held at  
Federal Hill Commons  
175 Logan St, Noblesville, IN 46060  
Green Room  
At 6:00 PM

# Noblesville Park Board

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Wednesday, November 6, 2019

**Subject:** Board to consider contract for art at Seminary Park.

**Applicant:** NA

**Agenda Item:** New Business 1

**Summary:** Artwork design and contract for Archway sign at Seminary Park

**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 department had put out an RFP for Art design for the design and construction of the Archway sign at Seminary Park and has chosen to work with artist Kevin Huff. We vetted artists with Nickel Plate Arts, through an interview, design process and final details, and have determined to enter into contract for fabrication and installation of the signage. The sign will model the initial design concept with a few new concepts included.

### *Background:*

The Archway sign is a prominent aspect to the design and was an owner provided item in this project. The funding was set aside from the Downtown District Committee and approved by Council for this portion of the project. It should be installed by the end of the month.

### *Recommendation:*

Staff recommends motion to approve the contract as presented.



## AGREEMENT FOR ARTISTIC SERVICES

**THIS AGREEMENT FOR ARTISTIC SERVICES** ("Agreement") is made this 1<sup>st</sup> day of November, 2019 ("Effective Date"), by and between Noblesville Parks & Recreation, an Indiana corporation, with an address of 701 Cicero Road, Noblesville, IN 46060, and War Elephant Ironwork & Designs, an (insert legal description such as LLC or Independent Contractor, etc) ("Artist"), with an address of (insert artist address, city, state, zip code). For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. NOBLESVILLE PARKS & RECREATION commissions ARTIST to create a \_\_\_ feet by \_\_\_ feet outdoor sculpture ("Work") to be installed at Seminary Park as a Archway sign ("Site") located on the property 350 South 10<sup>th</sup> Street ("Property"), to create a cultural attraction and to create and install gateway signage into Seminary park ("Project"). ARTIST agrees to provide the artistic services for the Project. No other artists may provide the artistic services without the prior written consent of NOBLESVILLE PARKS & RECREATION.

2. Artist shall participate in a concept meeting with NOBLESVILLE PARKS & RECREATION to determine the content of the Work. NOBLESVILLE PARKS & RECREATION and ARTIST will work together to arrive at an agreed-upon design for the Work, which will be evidenced by your written approval of ARTIST's design proposal.

3. ARTIST's total fee for performance of artistic services to complete the Work is \$ 8000.00 ("Fee"). The parties acknowledge that all materials for the Project is included in the fee. ARTIST acknowledges and agrees that no other fees, expenses or costs will be paid to ARTIST unless approved in writing, in advance, by NOBLESVILLE PARKS & RECREATION. Payment terms are net 30 days from NOBLESVILLE PARKS & RECREATION's receipt of each of ARTIST's invoices, provided that such invoices are submitted consistent with the following schedule: (a) 50% of the Fee shall be payable upon execution of this Agreement; and (b) the final 50% of the Fee shall be payable following completion of the Work. The target date for completion of the Work is November 22<sup>nd</sup>, 2019. NOBLESVILLE PARKS & RECREATION may withhold payment to protect itself from loss due to ARTIST's acts or omissions, including loss resulting from any third-party claims or reasonable evidence indicating the probable filing of such claims arising out of or based upon ARTIST's actions or omissions, including ARTIST's failure to comply with ARTIST's obligations under this Agreement.

4. ARTIST represents and warrants that (a) ARTIST will exercise due care in performing the installation of the Work on the Site, (b) ARTIST will perform the artistic services in accordance with all applicable local, state and federal laws, rules, regulations and ordinances, (c) ARTIST will maintain commercial general liability insurance and provide NOBLESVILLE PARKS & RECREATION with proof of such insurance coverage, (d) the Work will be entirely original, and not infringe the rights of any other person, (e) the completed Work will be consistent with the color design and other elements approved by NOBLESVILLE PARKS & RECREATION and the Owner and (f) ARTIST will perform the services in accordance with the standard of care applicable to similar projects.

5. If ARTIST is in default under this Agreement, NOBLESVILLE PARKS & RECREATION may, at its election (a) terminate this Agreement immediately, in which case NOBLESVILLE PARKS & RECREATION will have no obligation to make any further payments to ARTIST and (b) cause the work to be completed or removed, as NOBLESVILLE PARKS & RECREATION determines in the exercise of its discretion. If payments otherwise due to ARTIST are not sufficient to cover the cost of correcting the deficiencies, ARTIST shall pay the difference to NOBLESVILLE PARKS & RECREATION.

6. Upon completion of the Work or termination of this Agreement, ARTIST shall remove any equipment or materials left on the Property, and return the Property to the condition as it existed prior to the Work, except for the completion of the Work.

7. Immediately upon completion of the Work, and as a condition to NOBLESVILLE PARKS & RECREATION's obligation to pay the last installment of the Fee, ARTIST will execute and deliver to NOBLESVILLE PARKS & RECREATION the Assignment attached to this Agreement as Exhibit A. As a result, NOBLESVILLE PARKS & RECREATION will own all intellectual property in the Work, including but not limited to the right to reproduce, display publicly, distribute and create derivative works of the Work. Following such assignment, NOBLESVILLE PARKS & RECREATION shall have the right to file for copyright protection in the Work with the U.S. Copyright Office. ARTIST acknowledges that NOBLESVILLE PARKS & RECREATION will be entitled, in its sole discretion, to maintain, alter, remove, destroy or repair the Work. ARTIST shall, without any further compensation, take any actions and sign any documents that NOBLESVILLE PARKS & RECREATION deems necessary to give effect to the purpose of this Agreement.

8. ARTIST irrevocably waive any and all rights of attribution and integrity or any other "moral rights" existing under statutory, common or any other law, including but not limited to, any rights provided in the United States Copyright Act for any and all uses of the Works.

9. NOBLESVILLE PARKS & RECREATION has the right, but not the obligation, in its sole discretion, to use the name of ARTIST in connection with the Work, any reproductions and related merchandise, and otherwise to promote the Project, the Work, NOBLESVILLE PARKS & RECREATION.

10. ARTIST shall defend, indemnify and hold harmless (NOBLESVILLE PARKS & RECREATION), its affiliates, directors, officers, employees, agents, successors, representatives and assigns, from and against any and all claims and damages resulting from any action or omission of ARTIST, including but not limited to any failure by ARTIST to comply with this Agreement or the infringement or violation of the intellectual property rights of another person or entity with respect to the Work.

11. This Agreement may be modified only by the express written agreement of the parties. This writing constitutes the full and entire agreement of the parties regarding the subject matter of this Agreement.

12. If a provision of this Agreement is held to be unenforceable, the other provisions will remain in full force and effect. If possible, the offending provision will be modified to the slightest degree necessary to make it enforceable, remaining as close as possible to the parties' original intent for the provision. If not possible, the offending provision will be stricken.

13. Unless specified otherwise in this Agreement, any notice required or permitted to be given under this Agreement will be in writing and sent to the addresses included in the first paragraph of this Agreement or to such other address as NOBLESVILLE PARKS & RECREATION or ARTIST may from time to time designate by notice to the other.

14. The terms and provisions of this Agreement shall be governed by, construed, and enforced in accordance with the internal laws of the State of Indiana. THE EXCLUSIVE VENUE OF ANY ACTION FILED RELATED TO THIS AGREEMENT SHALL BE Hamilton COUNTY, INDIANA.

15. This Agreement shall be binding upon and shall inure to the benefit of each of the parties, and to their respective transferees, successors and assigns. The services to be performed by ARTIST under this Agreement are personal to ARTIST and may not be assigned or transferred by ARTIST to any party. The provisions of this Agreement that by their nature should survive termination of this Agreement shall so survive.

16. The parties acknowledge and agree that this Agreement shall be deemed to have been jointly prepared by each party and their respective legal counsel and will not be strictly construed against either party.

17. The parties acknowledge and agree that each (a) has read this Agreement in its entirety prior to executing it, (b) understands the provisions and effects of this Agreement and (c) has consulted with such attorneys, accountants, and other financial advisors as each has deemed appropriate in connection with such party's execution of this Agreement.

ARTIST and NOBLESVILLE PARKS & RECREATION have caused their duly authorized representatives to execute this Agreement as of the Effective Date.

NOBLESVILLE PARKS & RECREATION:

By: Launie Dyer

Printed: Launie Dyer

Title: Parks board president

Date: 11/6/19

ARTIST:

By: [Signature]

By: War Elephant Design & Ironworks / Kevin Huff

Title: Artist / Owner

Date: \_\_\_\_\_

**EXHIBIT A:**

(Include all information about project here, including site maps, photos of the location, etc).

# Noblesville Park Board

---

Wednesday, November 6, 2019

**Subject:** Board to consider lease for Nickel Plate Heritage Railroad Reindeer Ride Event.

**Applicant:** NA

**Agenda Item:** New Business 2

**Summary:** lease for use of Forest Park for Reindeer Ride Event

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

**Prepared by:** Amber Mink, CPRP, Assistant Director  
Department of Parks and Recreation  
City of Noblesville  
amink@noblesville.in.us; 317-776-6350

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## *Park Terms and Definitions:*

### *Summary:*

The lease (attached) for land use is with Nickel Plate Heritage Railroad, Inc to use the Forest Park area just south of the fenced train yard area for loading and unloading of passengers for the Reindeer Ride event from November 22, 2019-December 23, 2019. NPHR will pay Noblesville Parks \$1 for the event lease agreement.

### *Background:*

Noblesville Parks has met with and discussed this partnership with Nickel Plate Heritage Railroad. We believe this partnership is offering an essential service to the community and will enhance the holiday experience for the community.

### *Recommendation:*

Staff recommends motion to approve the lease as presented.



## EVENT AGREEMENT

This Event Agreement ("Agreement") is executed as of this 31<sup>st</sup> day of October, 2019, by and between the NOBLESVILLE PARKS DEPARTMENT ("Landlord") and the NICKEL PLATE HERITAGE RAILROAD, INC. ("Tenant").

WHEREAS, Tenant desires to use a portion of Forest Park in Noblesville, as depicted in Exhibit A attached hereto (the "Designated Areas"), for the purposes of loading and unloading as part of a train excursions being conducted by the operator of the Nickel Plate Express on the railroad lines owned by the Hoosier Heritage Port Authority from November 22, 2019 to December 23, 2019 ("Events").

WHEREAS, Landlord has agreed to permit Tenant to use the Designated Areas for the Events, subject to the terms and conditions described below, and Tenant has agreed to release, indemnify, and hold harmless Landlord from all injuries and damages arising from Tenant's use of the Designated Areas.

NOW THEREFORE, in consideration of the agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant hereby agree as follows:

1. Recitals. The foregoing recitals are hereby affirmed by the parties as true and correct and each such recital is incorporated herein by this reference.
2. Grant of Use of Designated Areas. Landlord hereby grants to Tenant access to and permission to use the Designated Areas for the Events.
3. Fee. Tenant shall pay to Landlord the sum of One Dollar (\$1.00) for the Events, the receipt and sufficiency for consideration of which is hereby acknowledged.
4. Covenants of Tenant Regarding Events. In connection with the Events, Tenant understands and agrees to the following:
  - A. Tenant shall comply with all reasonable directions of Landlord with respect to Tenant's use of the Designated Areas.
  - B. Tenant shall not place, attach, affix or otherwise install any signage or decorations in, on, or about the Designated Areas, except as expressly consented to in writing by Landlord. In the event Landlord consents to such signage or decorations, Tenant shall be obligated to remove such decorations promptly upon completion of the Event and to otherwise repair and restore the Designated Areas to its condition existing prior to the Event.

- C. Tenant shall use and occupy the Designated Areas in a safe, careful, reputable and lawful manner for the Events and shall not use the Designated Areas for any other purposes.
- D. Tenant shall follow safety rules and abide by any restrictions with respect to the use and operation of the Designated Areas that may be contained within the Landlord or Tenant's insurance policies and contracts.
- E. Tenant shall comply with any federal, state, or local law, regulation or ordinance now or hereafter applicable to the Designated Areas, and is responsible for obtaining all necessary permits, licenses, consents, or other authorizations necessary for the Tenant's use of the Designated Areas.
- F. Tenant shall not permit, encourage, or invite other persons to use any part of all of the Designated Areas for any purpose or activity not directly related to its use for the approved Events.
- G. Tenant shall not do or permit anything to be done on or about the Designated Areas, which will in any way obstruct or interfere with the business or operations of Landlord or injure or annoy them.

5. Tenant's Cleaning Obligation. Tenant shall keep the Designated Areas clean of debris and rubbish during the term of the this Agreement. Upon completion of the Events or termination of this Agreement, Tenant shall remove all of its personal property, decorations, waste materials and rubbish from in, on, or about the Designated Areas, and repair any damage to the Designated Areas or Landlord's property caused by Tenant or the Events. The disposal of all waste materials or rubbish and repairs by Tenant shall be done in compliance with all laws, rules, and regulations. Should Tenant fail to comply with the obligations set forth herein, Landlord may, at the sole cost and expense of Tenant, perform such repair and/or cleaning services which Tenant shall reimburse Landlord for said costs.

6. Tenant's Release and Indemnification of Landlord. Tenant shall assume the risk of, be responsible for, and, to the fullest extent permitted under applicable laws, release, indemnify, defend and hold Landlord, and its officers, members, managers, agents, contractors, and employees, harmless from any and all claims, actions, suits, damages, liabilities, costs, and expenses, relating to or arising out of: the Events, or the acts or omissions of Tenant or Tenant's employees, contractors, agents, invitees, or Event guests on or about the Designated Areas or the Landlord's property. Tenant shall bear the risk of any loss or damage to Landlord's property in, on or about the Designated Areas. Tenant's indemnification as described herein shall survive the termination of this Agreement and with respect to claims brought in connection with the Events.

7. Cancellation by Landlord. The Landlord reserves the right to terminate this Agreement at any time for any reason. In the event the Landlord exercises that right, it shall refund, or release Tenant from liability for payment of the fee provided for in paragraph 3 of this Agreement on a pro rata basis for any remaining Events which are cancelled. Should the Landlord exercise said right to terminate this agreement, Tenant agrees to forego any and all

claims against the Landlord and further agrees to waive any and all rights of this Agreement and Tenant shall have no recourse of any kind against the Landlord

8. Insurance. Tenant shall, at its sole cost and expense, and at all times during the term of this Agreement, maintain in effect commercial general liability insurance with minimum limits of \$2,000,000 for injury to or death of one or more persons in any one occurrence, and \$2,000,000 for damage to or destruction of real and personal property in any one occurrence resulting from use of the Designated Areas by Tenant or Tenant's agents, employees, contractors, invitees, and/or guests. Tenant shall name Landlord as an additional insured and shall furnish Landlord with a certificate of insurance within ten (10) days of the execution of this Agreement. Such insurance policy shall require not less than thirty (30) days prior written notice to Landlord of any cancellation, termination, expiration, or change in coverage.

9. Condition of Designated Areas. Tenant has personally inspected the Designated Areas and accepts the same "AS IS", and it is understood and agreed that Landlord is not making and has not at any time made any representations or warranties of any kind or character, express or implied, with respect to the Designated Areas. Landlord assumes no obligation to make any improvements to, or to provide any security for, the Designated Areas, or to ensure that the Designated Areas complies with applicable zoning ordinances or other laws and regulations. Tenant agrees that all of Tenant's personal property of every kind or description which may at any time be on the Designated Areas shall be on the Designated Areas at Tenant's sole risk or at the risk of those claiming through or under Tenant, and in no event shall Landlord be liable for the same.

10. Breach by Tenant. In the event of any breach by Tenant, and in addition to any other remedies available to Landlord, Landlord may terminate this Agreement and retain all fees and deposits paid by Tenant without waiving Landlord's rights and availability of other remedies. Landlord is further entitled to collect its costs and attorneys' fees in any action brought under this Agreement.

11. General. The terms and provisions of this Agreement shall be governed and construed in accordance with the laws of the State in which the Designated Areas are located. The captions and section numbers shall not be considered in any way to effect the interpretation of this Agreement. This Agreement shall be binding upon and inure to the benefit of the parties hereto, and their respective successors, assigns, heirs, and personal representatives. This Agreement shall not be construed with resort to any presumption against the preparer or maker hereof. This Agreement may not be amended except in writing, signed by both parties hereto.

12. Authority. Each party hereto hereby certifies that (a) the individual signing on behalf of said party is fully empowered and duly authorized by any and all necessary action or consent required under any articles of incorporation, bylaws, operating agreement or other agreement to execute and deliver this Agreement for and on behalf of said party; (b) said party has full capacity, power and authority to enter into and carry out its obligations under this Agreement; and (c) this Agreement has been duly authorized, executed and delivered and constitutes a legal, valid and binding obligation of such party.

13. Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed an original, and all of such counterparts shall constitute one and the same instrument. Delivery of this Agreement may be accomplished by electronic facsimile or PDF reproduction ("Electronic Delivery"); if Electronic Delivery is utilized, the original document shall be promptly executed and/or delivered, if requested.

IN WITNESS WHEREOF, this Agreement is executed as of the day and year first set forth above.

**TENANT:**

NICKEL PLATE HERITAGE RAILROAD, INC.

By: Toni K Dickover

Printed: Toni K Dickover

Title: Board President

**LANDLORD:**

NOBLESVILLE PARKS DEPARTMENT

By: Laure Dyer

Printed: Laure Dyer

Title: Parks Board President

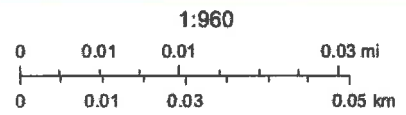
**EXHIBIT A**

**Reindeer Train approximate layout**



October 28, 2019

 Parcels



# Noblesville Park Board

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Wednesday, November 6, 2019

**Subject:** Board to consider contract with Myers Construction for rebuild of South Restroom.

**Applicant:** NA

**Agenda Item:** New Business 3

**Summary:** Board to consider a contract with Myers Construction to rebuild the South Restroom lost to fire earlier this year.

**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:*

This contract is for Myers to rebuild the south restroom that was destroyed in a fire this spring. The contract is for a block building that will be more fire resistant but still match the rest of the park from an architecture standpoint. This contract also includes design services from Peterson Architecture. The majority of this will be paid from insurance money with the remainder potentially covered with overage insurance, but may have to be covered from existing budget or impact fees. That difference is about \$25,000.

### *Background:*

We have worked tirelessly with the insurance company to get this approved and have agreed upon an amount that we can spend to rebuild the restroom. We did have two quotes on this project and Myers was the lower of the two.

### *Recommendation:*

Staff recommends approval of contract as presented.



# AIA® Document A102™ – 2007

## **Standard Form of Agreement Between Owner and Contractor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price**

AGREEMENT made as of the 30th day of October  
in the year Two Thousand Nineteen  
(In words, indicate day, month and year.)

**BETWEEN** the Owner:  
(Name, legal status, address and other information)

Noblesville Parks and Recreation  
701 Cicero Road  
Noblesville, IN 46060

and the Contractor:  
(Name, legal status, address and other information)

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

for the following Project:  
(Name, location and detailed description)  
Forest Park Restroom Re-Construction  
701 Cicero Road, Noblesville, IN 46060

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

This document is not intended for use in competitive bidding.

AIA Document A201™–2007, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

**The Architect:**  
(Name, legal status, address and other information)

Peterson Architecture  
298 S 10th St #500  
Noblesville, IN 46060

The Owner and Contractor agree as follows.

Init.

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### ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. If anything in the other Contract Documents, other than a Modification, is inconsistent with this Agreement, this Agreement shall govern.

### ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

### ARTICLE 3 RELATIONSHIP OF THE PARTIES

The Contractor accepts the relationship of trust and confidence established by this Agreement and covenants with the Owner to cooperate with the Architect and exercise the Contractor's skill and judgment in furthering the interests of the Owner; to furnish efficient business administration and supervision; to furnish at all times an adequate supply of workers and materials; and to perform the Work in an expeditious and economical manner consistent with the Owner's interests. The Owner agrees to furnish and approve, in a timely manner, information required by the Contractor and to make payments to the Contractor in accordance with the requirements of the Contract Documents.

Init.



**ARTICLE 4 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION**

**§ 4.1** The date of commencement of the Work shall be the date of this Agreement unless a different date is stated below or provision is made for the date to be fixed in a notice to proceed issued by the Owner.

*(Insert the date of commencement, if it differs from the date of this Agreement or, if applicable, state that the date will be fixed in a notice to proceed.)*

Date Noblesville building permit is received.

If, prior to commencement of the Work, the Owner requires time to file mortgages and other security interests, the Owner's time requirement shall be as follows:

**§ 4.2** The Contract Time shall be measured from the date of commencement.

**§ 4.3** The Contractor shall achieve Substantial Completion of the entire Work not later than

( ) days from the date of commencement, or as follows:

*(Insert number of calendar days. Alternatively, a calendar date may be used when coordinated with the date of commencement. If appropriate, insert requirements for earlier Substantial Completion of certain portions of the Work.)*

**Portion of Work**

**Substantial Completion Date**

, subject to adjustments of this Contract Time as provided in the Contract Documents.

*(Insert provisions, if any, for liquidated damages relating to failure to achieve Substantial Completion on time, or for bonus payments for early completion of the Work.)*

**ARTICLE 5 CONTRACT SUM**

**§ 5.1** The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum is the Cost of the Work as defined in Article 7 plus the Contractor's Fee.

**§ 5.1.1** The Contractor's Fee:

*(State a lump sum, percentage of Cost of the Work or other provision for determining the Contractor's Fee.)*

Contractor's Fee is 15%

Init.

§ 5.1.2 The method of adjustment of the Contractor's Fee for changes in the Work:

§ 5.1.3 Limitations, if any, on a Subcontractor's overhead and profit for increases in the cost of its portion of the Work:

§ 5.1.4 Rental rates for Contractor-owned equipment shall not exceed \_\_\_\_\_ percent  
( \_\_\_\_\_ %) of the standard rate paid at the place of the Project.

§ 5.1.5 Unit prices, if any:  
*(Identify and state the unit price; state the quantity limitations, if any, to which the unit price will be applicable.)*

Item	Units and Limitations	Price per Unit (\$0.00)
------	-----------------------	-------------------------

**§ 5.2 Guaranteed Maximum Price**

§ 5.2.1 The Contract Sum is guaranteed by the Contractor not to exceed  
One Hundred Forty-Three Thousand Dollars

(\$ 143,000.00 \_\_\_\_\_), subject to additions and deductions by Change Order as provided in the Contract Documents. Such maximum sum is referred to in the Contract Documents as the Guaranteed Maximum Price. Costs which would cause the Guaranteed Maximum Price to be exceeded shall be paid by the Contractor without reimbursement by the Owner.

*(Insert specific provisions if the Contractor is to participate in any savings.)*

§ 5.2.2 The Guaranteed Maximum Price is based on the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:

*(State the numbers or other identification of accepted alternates. If bidding or proposal documents permit the Owner to accept other alternates subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date when the amount expires.)*

Init.

**§ 5.2.3 Allowances included in the Guaranteed Maximum Price, if any:**  
(Identify allowance and state exclusions, if any, from the allowance price.)

Item	Price
------	-------

**§ 5.2.4 Assumptions, if any, on which the Guaranteed Maximum Price is based:**

**§ 5.2.5** To the extent that the Drawings and Specifications are anticipated to require further development by the Architect, the Contractor has provided in the Guaranteed Maximum Price for such further development consistent with the Contract Documents and reasonably inferable therefrom. Such further development does not include such things as changes in scope, systems, kinds and quality of materials, finishes or equipment, all of which, if required, shall be incorporated by Change Order.

**ARTICLE 6 CHANGES IN THE WORK**

**§ 6.1** Adjustments to the Guaranteed Maximum Price on account of changes in the Work may be determined by any of the methods listed in Section 7.3.3 of AIA Document A201–2007, General Conditions of the Contract for Construction.

**§ 6.2** In calculating adjustments to subcontracts (except those awarded with the Owner’s prior consent on the basis of cost plus a fee), the terms “cost” and “fee” as used in Section 7.3.3.3 of AIA Document A201–2007 and the term “costs” as used in Section 7.3.7 of AIA Document A201–2007 shall have the meanings assigned to them in AIA Document A201–2007 and shall not be modified by Articles 5, 7 and 8 of this Agreement. Adjustments to subcontracts awarded with the Owner’s prior consent on the basis of cost plus a fee shall be calculated in accordance with the terms of those subcontracts.

**§ 6.3** In calculating adjustments to the Guaranteed Maximum Price, the terms “cost” and “costs” as used in the above-referenced provisions of AIA Document A201–2007 shall mean the Cost of the Work as defined in Article 7 of this Agreement and the term “fee” shall mean the Contractor’s Fee as defined in Section 5.1.1 of this Agreement.

**§ 6.4** If no specific provision is made in Article 5 for adjustment of the Contractor’s Fee in the case of changes in the Work, or if the extent of such changes is such, in the aggregate, that application of the adjustment provisions of Article 5 will cause substantial inequity to the Owner or Contractor, the Contractor’s Fee shall be equitably adjusted on the same basis that was used to establish the Fee for the original Work, and the Guaranteed Maximum Price shall be adjusted accordingly.

**ARTICLE 7 COSTS TO BE REIMBURSED**

**§ 7.1 Cost of the Work**

**§ 7.1.1** The term Cost of the Work shall mean costs necessarily incurred by the Contractor in the proper performance of the Work. Such costs shall be at rates not higher than the standard paid at the place of the Project except with prior consent of the Owner. The Cost of the Work shall include only the items set forth in this Article 7.

**§ 7.1.2** Where any cost is subject to the Owner’s prior approval, the Contractor shall obtain this approval prior to incurring the cost. The parties shall endeavor to identify any such costs prior to executing this Agreement.

**§ 7.2 Labor Costs**

**§ 7.2.1** Wages of construction workers directly employed by the Contractor to perform the construction of the Work at the site or, with the Owner’s prior approval, at off-site workshops.

**§ 7.2.2** Wages or salaries of the Contractor's supervisory and administrative personnel when stationed at the site with the Owner's prior approval.

*(If it is intended that the wages or salaries of certain personnel stationed at the Contractor's principal or other offices shall be included in the Cost of the Work, identify in Article 15, the personnel to be included, whether for all or only part of their time, and the rates at which their time will be charged to the Work.)*

**§ 7.2.3** Wages and salaries of the Contractor's supervisory or administrative personnel engaged at factories, workshops or on the road, in expediting the production or transportation of materials or equipment required for the Work, but only for that portion of their time required for the Work.

**§ 7.2.4** Costs paid or incurred by the Contractor for taxes, insurance, contributions, assessments and benefits required by law or collective bargaining agreements and, for personnel not covered by such agreements, customary benefits such as sick leave, medical and health benefits, holidays, vacations and pensions, provided such costs are based on wages and salaries included in the Cost of the Work under Sections 7.2.1 through 7.2.3.

**§ 7.2.5** Bonuses, profit sharing, incentive compensation and any other discretionary payments paid to anyone hired by the Contractor or paid to any Subcontractor or vendor, with the Owner's prior approval.

### **§ 7.3 Subcontract Costs**

Payments made by the Contractor to Subcontractors in accordance with the requirements of the subcontracts.

### **§ 7.4 Costs of Materials and Equipment Incorporated in the Completed Construction**

**§ 7.4.1** Costs, including transportation and storage, of materials and equipment incorporated or to be incorporated in the completed construction.

**§ 7.4.2** Costs of materials described in the preceding Section 7.4.1 in excess of those actually installed to allow for reasonable waste and spoilage. Unused excess materials, if any, shall become the Owner's property at the completion of the Work or, at the Owner's option, shall be sold by the Contractor. Any amounts realized from such sales shall be credited to the Owner as a deduction from the Cost of the Work.

### **§ 7.5 Costs of Other Materials and Equipment, Temporary Facilities and Related Items**

**§ 7.5.1** Costs of transportation, storage, installation, maintenance, dismantling and removal of materials, supplies, temporary facilities, machinery, equipment and hand tools not customarily owned by construction workers that are provided by the Contractor at the site and fully consumed in the performance of the Work. Costs of materials, supplies, temporary facilities, machinery, equipment and tools that are not fully consumed shall be based on the cost or value of the item at the time it is first used on the Project site less the value of the item when it is no longer used at the Project site. Costs for items not fully consumed by the Contractor shall mean fair market value.

**§ 7.5.2** Rental charges for temporary facilities, machinery, equipment and hand tools not customarily owned by construction workers that are provided by the Contractor at the site and costs of transportation, installation, minor repairs, dismantling and removal. The total rental cost of any Contractor-owned item may not exceed the purchase price of any comparable item. Rates of Contractor-owned equipment and quantities of equipment shall be subject to the Owner's prior approval.

**§ 7.5.3** Costs of removal of debris from the site of the Work and its proper and legal disposal.

**§ 7.5.4** Costs of document reproductions, facsimile transmissions and long-distance telephone calls, postage and parcel delivery charges, telephone service at the site and reasonable petty cash expenses of the site office.

**§ 7.5.5** Costs of materials and equipment suitably stored off the site at a mutually acceptable location, subject to the Owner's prior approval.

### **§ 7.6 Miscellaneous Costs**

**§ 7.6.1** Premiums for that portion of insurance and bonds required by the Contract Documents that can be directly attributed to this Contract. Self-insurance for either full or partial amounts of the coverages required by the Contract Documents, with the Owner's prior approval.

**§ 7.6.2** Sales, use or similar taxes imposed by a governmental authority that are related to the Work and for which the Contractor is liable.

Init.

**§ 7.6.3 Fees and assessments for the building permit and for other permits, licenses and inspections for which the Contractor is required by the Contract Documents to pay.**

**§ 7.6.4 Fees of laboratories for tests required by the Contract Documents, except those related to defective or nonconforming Work for which reimbursement is excluded by Section 13.5.3 of AIA Document A201–2007 or by other provisions of the Contract Documents, and which do not fall within the scope of Section 7.7.3.**

**§ 7.6.5 Royalties and license fees paid for the use of a particular design, process or product required by the Contract Documents; the cost of defending suits or claims for infringement of patent rights arising from such requirement of the Contract Documents; and payments made in accordance with legal judgments against the Contractor resulting from such suits or claims and payments of settlements made with the Owner's consent. However, such costs of legal defenses, judgments and settlements shall not be included in the calculation of the Contractor's Fee or subject to the Guaranteed Maximum Price. If such royalties, fees and costs are excluded by the last sentence of Section 3.17 of AIA Document A201–2007 or other provisions of the Contract Documents, then they shall not be included in the Cost of the Work.**

**§ 7.6.6 Costs for electronic equipment and software, directly related to the Work with the Owner's prior approval.**

**§ 7.6.7 Deposits lost for causes other than the Contractor's negligence or failure to fulfill a specific responsibility in the Contract Documents.**

**§ 7.6.8 Legal, mediation and arbitration costs, including attorneys' fees, other than those arising from disputes between the Owner and Contractor, reasonably incurred by the Contractor after the execution of this Agreement in the performance of the Work and with the Owner's prior approval, which shall not be unreasonably withheld.**

**§ 7.6.9 Subject to the Owner's prior approval, expenses incurred in accordance with the Contractor's standard written personnel policy for relocation and temporary living allowances of the Contractor's personnel required for the Work.**

**§ 7.6.10 That portion of the reasonable expenses of the Contractor's supervisory or administrative personnel incurred while traveling in discharge of duties connected with the Work.**

## **§ 7.7 Other Costs and Emergencies**

**§ 7.7.1 Other costs incurred in the performance of the Work if, and to the extent, approved in advance in writing by the Owner.**

**§ 7.7.2 Costs incurred in taking action to prevent threatened damage, injury or loss in case of an emergency affecting the safety of persons and property, as provided in Section 10.4 of AIA Document A201–2007.**

**§ 7.7.3 Costs of repairing or correcting damaged or nonconforming Work executed by the Contractor, Subcontractors or suppliers, provided that such damaged or nonconforming Work was not caused by negligence or failure to fulfill a specific responsibility of the Contractor and only to the extent that the cost of repair or correction is not recovered by the Contractor from insurance, sureties, Subcontractors, suppliers, or others.**

## **§ 7.8 Related Party Transactions**

**§ 7.8.1 For purposes of Section 7.8, the term "related party" shall mean a parent, subsidiary, affiliate or other entity having common ownership or management with the Contractor; any entity in which any stockholder in, or management employee of, the Contractor owns any interest in excess of ten percent in the aggregate; or any person or entity which has the right to control the business or affairs of the Contractor. The term "related party" includes any member of the immediate family of any person identified above.**

**§ 7.8.2 If any of the costs to be reimbursed arise from a transaction between the Contractor and a related party, the Contractor shall notify the Owner of the specific nature of the contemplated transaction, including the identity of the related party and the anticipated cost to be incurred, before any such transaction is consummated or cost incurred. If the Owner, after such notification, authorizes the proposed transaction, then the cost incurred shall be included as a cost to be reimbursed, and the Contractor shall procure the Work, equipment, goods or service from the related party, as a Subcontractor, according to the terms of Article 10. If the Owner fails to authorize the transaction, the Contractor shall procure the Work, equipment, goods or service from some person or entity other than a related party according to the terms of Article 10.**

Init.

## **ARTICLE 8 COSTS NOT TO BE REIMBURSED**

**§ 8.1** The Cost of the Work shall not include the items listed below:

- .1 Salaries and other compensation of the Contractor's personnel stationed at the Contractor's principal office or offices other than the site office, except as specifically provided in Section 7.2. or as may be provided in Article 15;
- .2 Expenses of the Contractor's principal office and offices other than the site office;
- .3 Overhead and general expenses, except as may be expressly included in Article 7;
- .4 The Contractor's capital expenses, including interest on the Contractor's capital employed for the Work;
- .5 Except as provided in Section 7.7.3 of this Agreement, costs due to the negligence or failure of the Contractor, Subcontractors and suppliers or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable to fulfill a specific responsibility of the Contract;
- .6 Any cost not specifically and expressly described in Article 7; and
- .7 Costs, other than costs included in Change Orders approved by the Owner, that would cause the Guaranteed Maximum Price to be exceeded.

## **ARTICLE 9 DISCOUNTS, REBATES AND REFUNDS**

**§ 9.1** Cash discounts obtained on payments made by the Contractor shall accrue to the Owner if (1) before making the payment, the Contractor included them in an Application for Payment and received payment from the Owner, or (2) the Owner has deposited funds with the Contractor with which to make payments; otherwise, cash discounts shall accrue to the Contractor. Trade discounts, rebates, refunds and amounts received from sales of surplus materials and equipment shall accrue to the Owner, and the Contractor shall make provisions so that they can be obtained.

**§ 9.2** Amounts that accrue to the Owner in accordance with the provisions of Section 9.1 shall be credited to the Owner as a deduction from the Cost of the Work.

## **ARTICLE 10 SUBCONTRACTS AND OTHER AGREEMENTS**

**§ 10.1** Those portions of the Work that the Contractor does not customarily perform with the Contractor's own personnel shall be performed under subcontracts or by other appropriate agreements with the Contractor. The Owner may designate specific persons from whom, or entities from which, the Contractor shall obtain bids. The Contractor shall obtain bids from Subcontractors and from suppliers of materials or equipment fabricated especially for the Work and shall deliver such bids to the Architect. The Owner shall then determine, with the advice of the Contractor and the Architect, which bids will be accepted. The Contractor shall not be required to contract with anyone to whom the Contractor has reasonable objection.

**§ 10.2** When a specific bidder (1) is recommended to the Owner by the Contractor; (2) is qualified to perform that portion of the Work; and (3) has submitted a bid that conforms to the requirements of the Contract Documents without reservations or exceptions, but the Owner requires that another bid be accepted, then the Contractor may require that a Change Order be issued to adjust the Guaranteed Maximum Price by the difference between the bid of the person or entity recommended to the Owner by the Contractor and the amount of the subcontract or other agreement actually signed with the person or entity designated by the Owner.

**§ 10.3** Subcontracts or other agreements shall conform to the applicable payment provisions of this Agreement, and shall not be awarded on the basis of cost plus a fee without the prior consent of the Owner. If the Subcontract is awarded on a cost-plus a fee basis, the Contractor shall provide in the Subcontract for the Owner to receive the same audit rights with regard to the Subcontractor as the Owner receives with regard to the Contractor in Article 11, below.

## **ARTICLE 11 ACCOUNTING RECORDS**

The Contractor shall keep full and detailed records and accounts related to the cost of the Work and exercise such controls as may be necessary for proper financial management under this Contract and to substantiate all costs incurred. The accounting and control systems shall be satisfactory to the Owner. The Owner and the Owner's auditors shall, during regular business hours and upon reasonable notice, be afforded access to, and shall be permitted to audit and copy, the Contractor's records and accounts, including complete documentation supporting accounting entries, books, correspondence, instructions, drawings, receipts, subcontracts, Subcontractor's proposals, purchase orders, vouchers, memoranda and other data relating to this Contract. The Contractor shall preserve these records for a period of three years after final payment, or for such longer period as may be required by law.

## ARTICLE 12 PAYMENTS

### § 12.1 Progress Payments

§ 12.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 12.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

§ 12.1.3 Provided that an Application for Payment is received by the Architect not later than the 1st day of a month, the Owner shall make payment of the certified amount to the Contractor not later than the 15th day of the same month. If an Application for Payment is received by the Architect after the application date fixed above, payment shall be made by the Owner not later than fifteen ( 15 ) days after the Architect receives the Application for Payment.

*(Federal, state or local laws may require payment within a certain period of time.)*

§ 12.1.4 With each Application for Payment, the Contractor shall submit payrolls, petty cash accounts, receipted invoices or invoices with check vouchers attached, and any other evidence required by the Owner or Architect to demonstrate that cash disbursements already made by the Contractor on account of the Cost of the Work equal or exceed (1) progress payments already received by the Contractor; less (2) that portion of those payments attributable to the Contractor's Fee; plus (3) payrolls for the period covered by the present Application for Payment.

§ 12.1.5 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Guaranteed Maximum Price among the various portions of the Work, except that the Contractor's Fee shall be shown as a single separate item. The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 12.1.6 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment. The percentage of completion shall be the lesser of (1) the percentage of that portion of the Work which has actually been completed; or (2) the percentage obtained by dividing (a) the expense that has actually been incurred by the Contractor on account of that portion of the Work for which the Contractor has made or intends to make actual payment prior to the next Application for Payment by (b) the share of the Guaranteed Maximum Price allocated to that portion of the Work in the schedule of values.

§ 12.1.7 Subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

- .1 Take that portion of the Guaranteed Maximum Price properly allocable to completed Work as determined by multiplying the percentage of completion of each portion of the Work by the share of the Guaranteed Maximum Price allocated to that portion of the Work in the schedule of values. Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute shall be included as provided in Section 7.3.9 of AIA Document A201-2007;
- .2 Add that portion of the Guaranteed Maximum Price properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work, or if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing;
- .3 Add the Contractor's Fee, less retainage of Zero percent ( 0 %). The Contractor's Fee shall be computed upon the Cost of the Work at the rate stated in Section 5.1.1 or, if the Contractor's Fee is stated as a fixed sum in that Section, shall be an amount that bears the same ratio to that fixed-sum fee as the Cost of the Work bears to a reasonable estimate of the probable Cost of the Work upon its completion;
- .4 Subtract retainage of Zero percent ( 0 %) from that portion of the Work that the Contractor self-performs;
- .5 Subtract the aggregate of previous payments made by the Owner;
- .6 Subtract the shortfall, if any, indicated by the Contractor in the documentation required by Section 12.1.4 to substantiate prior Applications for Payment, or resulting from errors subsequently discovered by the Owner's auditors in such documentation; and

Init.

- .7 Subtract amounts, if any, for which the Architect has withheld or nullified a Certificate for Payment as provided in Section 9.5 of AIA Document A201–2007.

§ 12.1.8 The Owner and the Contractor shall agree upon a (1) mutually acceptable procedure for review and approval of payments to Subcontractors and (2) the percentage of retainage held on Subcontracts, and the Contractor shall execute subcontracts in accordance with those agreements.

§ 12.1.9 In taking action on the Contractor's Applications for Payment, the Architect shall be entitled to rely on the accuracy and completeness of the information furnished by the Contractor and shall not be deemed to represent that the Architect has made a detailed examination, audit or arithmetic verification of the documentation submitted in accordance with Section 12.1.4 or other supporting data; that the Architect has made exhaustive or continuous on-site inspections; or that the Architect has made examinations to ascertain how or for what purposes the Contractor has used amounts previously paid on account of the Contract. Such examinations, audits and verifications, if required by the Owner, will be performed by the Owner's auditors acting in the sole interest of the Owner.

## § 12.2 Final Payment

§ 12.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

- .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Section 12.2.2 of AIA Document A201–2007, and to satisfy other requirements, if any, which extend beyond final payment;
- .2 the Contractor has submitted a final accounting for the Cost of the Work and a final Application for Payment; and
- .3 a final Certificate for Payment has been issued by the Architect.

§ 12.2.2 The Owner's auditors will review and report in writing on the Contractor's final accounting within 30 days after delivery of the final accounting to the Architect by the Contractor. Based upon such Cost of the Work as the Owner's auditors report to be substantiated by the Contractor's final accounting, and provided the other conditions of Section 12.2.1 have been met, the Architect will, within seven days after receipt of the written report of the Owner's auditors, either issue to the Owner a final Certificate for Payment with a copy to the Contractor, or notify the Contractor and Owner in writing of the Architect's reasons for withholding a certificate as provided in Section 9.5.1 of the AIA Document A201–2007. The time periods stated in this Section 12.2.2 supersede those stated in Section 9.4.1 of the AIA Document A201–2007. The Architect is not responsible for verifying the accuracy of the Contractor's final accounting.

§ 12.2.3 If the Owner's auditors report the Cost of the Work as substantiated by the Contractor's final accounting to be less than claimed by the Contractor, the Contractor shall be entitled to request mediation of the disputed amount without seeking an initial decision pursuant to Section 15.2 of A201–2007. A request for mediation shall be made by the Contractor within 30 days after the Contractor's receipt of a copy of the Architect's final Certificate for Payment. Failure to request mediation within this 30-day period shall result in the substantiated amount reported by the Owner's auditors becoming binding on the Contractor. Pending a final resolution of the disputed amount, the Owner shall pay the Contractor the amount certified in the Architect's final Certificate for Payment.

§ 12.2.4 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

§ 12.2.5 If, subsequent to final payment and at the Owner's request, the Contractor incurs costs described in Article 7 and not excluded by Article 8 to correct defective or nonconforming Work, the Owner shall reimburse the Contractor such costs and the Contractor's Fee applicable thereto on the same basis as if such costs had been incurred prior to final payment, but not in excess of the Guaranteed Maximum Price. If the Contractor has participated in savings as provided in Section 5.2, the amount of such savings shall be recalculated and appropriate credit given to the Owner in determining the net amount to be paid by the Owner to the Contractor.



**ARTICLE 13 DISPUTE RESOLUTION**

**§ 13.1 Initial Decision Maker**

The Architect will serve as Initial Decision Maker pursuant to Section 15.2 of AIA Document A201–2007, unless the parties appoint below another individual, not a party to the Agreement, to serve as Initial Decision Maker.

*(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)*

**§ 13.2 Binding Dispute Resolution**

For any Claim subject to, but not resolved by mediation pursuant to Section 15.3 of AIA Document A201–2007, the method of binding dispute resolution shall be as follows:

*(Check the appropriate box. If the Owner and Contractor do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.)*

- Arbitration pursuant to Section 15.4 of AIA Document A201–2007
- Litigation in a court of competent jurisdiction
- Other: *(Specify)*

**ARTICLE 14 TERMINATION OR SUSPENSION**

**§ 14.1** Subject to the provisions of Section 14.2 below, the Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201–2007.

**§ 14.2** If the Owner terminates the Contract for cause as provided in Article 14 of AIA Document A201–2007, the amount, if any, to be paid to the Contractor under Section 14.2.4 of AIA Document A201–2007 shall not cause the Guaranteed Maximum Price to be exceeded, nor shall it exceed an amount calculated as follows:

- .1 Take the Cost of the Work incurred by the Contractor to the date of termination;
- .2 Add the Contractor’s Fee computed upon the Cost of the Work to the date of termination at the rate stated in Section 5.1.1 or, if the Contractor’s Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum Fee as the Cost of the Work at the time of termination bears to a reasonable estimate of the probable Cost of the Work upon its completion; and
- .3 Subtract the aggregate of previous payments made by the Owner.

**§ 14.3** The Owner shall also pay the Contractor fair compensation, either by purchase or rental at the election of the Owner, for any equipment owned by the Contractor that the Owner elects to retain and that is not otherwise included in the Cost of the Work under Section 14.2.1. To the extent that the Owner elects to take legal assignment of subcontracts and purchase orders (including rental agreements), the Contractor shall, as a condition of receiving the payments referred to in this Article 14, execute and deliver all such papers and take all such steps, including the legal assignment of such subcontracts and other contractual rights of the Contractor, as the Owner may require for the purpose of fully vesting in the Owner the rights and benefits of the Contractor under such subcontracts or purchase orders.

**§ 14.4** The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2007; in such case, the Guaranteed Maximum Price and Contract Time shall be increased as provided in Section 14.3.2 of AIA Document A201–2007, except that the term “profit” shall be understood to mean the Contractor’s Fee as described in Sections 5.1.1 and Section 6.4 of this Agreement.

**ARTICLE 15 MISCELLANEOUS PROVISIONS**

**§ 15.1** Where reference is made in this Agreement to a provision of AIA Document A201–2007 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

Init.

§ 15.2 Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located. (Insert rate of interest agreed upon, if any.)

§ 15.3 The Owner's representative:

(Name, address and other information)

Brandon Bennett, CPRP  
Director, Noblesville Parks and Recreation  
701 Cicero Road, Noblesville, IN 46060  
office: (317) 776-6350  
email: bbennett@noblesville.in.us

§ 15.4 The Contractor's representative:

(Name, address and other information)

Don Myers  
Project Manager, Myers Construction Management, Inc.  
13518 Myrtle Lane, Fishers, IN 46038  
office: (317) 773-3590 cell: (317) 710-4657  
email: don@myerscm.com

§ 15.5 Neither the Owner's nor the Contractor's representative shall be changed without ten days' written notice to the other party.

§ 15.6 Other provisions:

**ARTICLE 16 ENUMERATION OF CONTRACT DOCUMENTS**

§ 16.1 The Contract Documents, except for Modifications issued after execution of this Agreement, are enumerated in the sections below.

§ 16.1.1 The Agreement is this executed AIA Document A102-2007, Standard Form of Agreement Between Owner and Contractor.

§ 16.1.2 The General Conditions are AIA Document A201-2007, General Conditions of the Contract for Construction.

§ 16.1.3 The Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
Proposal	Exhibit A	10/30/2019	2

Ink.

**§ 16.1.4 The Specifications:**  
*(Either list the Specifications here or refer to an exhibit attached to this Agreement.)*

Section	Title	Date	Pages
N/A			

**§ 16.1.5 The Drawings:**  
*(Either list the Drawings here or refer to an exhibit attached to this Agreement.)*

Number	Title	Date
G101	Title Sheet & Code Analysis	10/1/2019
A101	Architectural Plans	10/1/2019
A601	Schedules & Details	10/1/2019
M101	Power, Lighting Plans & Plumbing Plans	10/1/2019

**§ 16.1.6 The Addenda, if any:**

Number	Date	Pages
N/A		

Portions of Addenda relating to bidding requirements are not part of the Contract Documents unless the bidding requirements are also enumerated in this Article 16.

**§ 16.1.7 Additional documents, if any, forming part of the Contract Documents:**

- .1 AIA Document E201™–2007, Digital Data Protocol Exhibit, if completed by the parties, or the following:
  
- .2 Other documents, if any, listed below:  
*(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201–2007 provides that bidding requirements such as advertisement or invitation to bid, Instructions to Bidders, sample forms and the Contractor’s bid are not part of the Contract Documents unless enumerated in this Agreement. They should be listed here only if intended to be part of the Contract Documents.)*

**ARTICLE 17 INSURANCE AND BONDS**

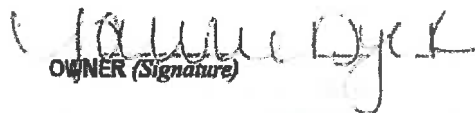
The Contractor shall purchase and maintain insurance and provide bonds as set forth in Article 11 of AIA Document A201-2007.

*(State bonding requirements, if any, and limits of liability for insurance required in Article 11 of AIA Document A201-2007.)*

Type of Insurance or Bond

Limit of Liability or Bond Amount (\$0.00)

This Agreement entered into as of the day and year first written above.

  
OWNER (Signature)

  
CONTRACTOR (Signature)

Laurie Dyer - park  
(Printed name and title) board  
president

Don Myers, President  
(Printed name and title)

Exhibit 'A'



October 30, 2019

Proposal Form for Forest Park Restroom Fire Replacement

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

Attn: Brandon Bennett  
City of Noblesville  
Parks & Recreation Department  
701 Cicero Road  
Noblesville, IN 46060

The following is a summary of the Scope-Of-Work and pricing for the re-construction of the Restroom Building destroyed by fire at Forest Park. This quote is based on drawings by Peterson Architecture dated 10/01/2019.

### **Scope-Of-Work**

#### **General Conditions**

- Supervision
- Peterson Architecte design fees
- Construction Cleanup
- Dumpsters

#### **Demolition:**

- Demo concrete slab and foundations
- Remove debris from site

#### **Site Concrete:**

- Pour new sidewalk approximately 12' wide by 32' long

#### **Concrete:**

- Pour 110 LF of new concrete footers
- Pour a new 4" concrete slab

#### **Masonry:**

- Lay 8" concrete block walls to 8'
- The bottom four (4) courses will be split face block
- Paint exterior of block

**Framing:**

- Wood roof trusses with 5/8" OSB roof decking
- Painted Hardie siding and trim on exterior gable area per plan
- Stained wood sheathing for restroom ceilings in Men's and Women's restrooms
- Hardie soffits (not per plan)
- 3-tab asphalt shingled roof. Gutters on one side

**Restrooms:**

- Wall hung water closets, wall hung lavatories, and urinal as shown
- Foam Insulation in painted block walls
- 6" insulation in ceiling cavities.
- Epoxy floors with 4" integral base
- Painted 3070 hollow metal door and frame with electronic locks
- Typical restroom accessories with hand dryer and baby changing stations
- Solid plastic toilet partitions
- Two (2) Surface mounted lights for each restroom
- One (1) GFCI for each restroom
- One (1) wall motion sensor for each restroom
- Power to hand dryers

**Mechanical Room:**

- Painted 3070 hollow metal door and frame
- Water heater
- Two (2) Surface mounted lights
- One (1) GFCI
- One (1) wall motion sensor
- One (1) 100-amp panel
- Two (2) exterior 30-amp circuits
- Two (2) wall pacs

**Total price = \$143,000.00**

**Exclusions:**

- Building permits
- Bid Bond
- Backlit sign as shown on drawings
- Tap, user, assessment, road cut, or road impact fees
- Removal or abatement of hazardous material
- Unforeseen conditions

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All the above pricing was based on site visit and attached sketch. We thank you again for the opportunity to bid this project. Please feel free to contact us if you have any questions.

Sincerely,



Chad D Arnold  
Project Coordinator

# Noblesville Park Board

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Wednesday, November 6, 2019

**Subject:** Board to consider contract with Myers Construction for rebuild of sign at Federal Hill.

**Applicant:** NA

**Agenda Item:** New Business 4

**Summary:** Board to consider a contract with Myers Construction to rebuild the sign at Federal Hill Commons lost to a vehicular accident earlier this year.

**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

---

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

### ***Summary:***

This contract is for Myers to rebuild the gateway sign at Federal Hill Commons that was destroyed in a car accident this spring. The contract is for the construction of the sign as it was with space for a new LED screen in the wall for announcements, sponsors, etc. The wall construction will be reimbursed by the offender's insurance company and the screen will be paid for out of the 109 capital line. The cost of the screen is about \$13,000. This contract is a not to exceed and will most likely come in under the price quoted, but insurance will pay for it from itemized receipts.

### ***Background:***

We have worked tirelessly with the insurance company to get this approved and they have agreed that the loss is theirs to pay for finally. Myers is the company who did the original construction and they will use the same mason that originally built it.

### ***Recommendation:***

Staff recommends approval of contract as presented.

 **AIA® Document A102™ – 2007**

**Standard Form of Agreement Between Owner and Contractor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price**

AGREEMENT made as of the \_\_\_\_\_ day of \_\_\_\_\_  
in the year \_\_\_\_\_  
*(In words, indicate day, month and year.)*

**BETWEEN** the Owner:  
*(Name, legal status, address and other information)*

Noblesville Parks and Recreation  
701 Cicero Road  
Noblesville, IN 46060

**and the Contractor:**  
*(Name, legal status, address and other information)*

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

**for the following Project:**  
*(Name, location and detailed description)*  
Federal Hill Commons Sign Re-Construction  
175 Logan St, Noblesville, IN 46060

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

This document is not intended for use in competitive bidding. AIA Document A201™–2007, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

**The Architect:**  
*(Name, legal status, address and other information)*

Ratio Architects  
101 S Pennsylvania St.  
Indianapolis, IN 46204

The Owner and Contractor agree as follows.



**TABLE OF ARTICLES**

- 1 THE CONTRACT DOCUMENTS**
- 2 THE WORK OF THIS CONTRACT**
- 3 RELATIONSHIP OF THE PARTIES**
- 4 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION**
- 5 CONTRACT SUM**
- 6 CHANGES IN THE WORK**
- 7 COSTS TO BE REIMBURSED**
- 8 COSTS NOT TO BE REIMBURSED**
- 9 DISCOUNTS, REBATES AND REFUNDS**
- 10 SUBCONTRACTS AND OTHER AGREEMENTS**
- 11 ACCOUNTING RECORDS**
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- 14 TERMINATION OR SUSPENSION**
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- 16 ENUMERATION OF CONTRACT DOCUMENTS**
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**ARTICLE 1 THE CONTRACT DOCUMENTS**

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. If anything in the other Contract Documents, other than a Modification, is inconsistent with this Agreement, this Agreement shall govern.

**ARTICLE 2 THE WORK OF THIS CONTRACT**

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

**ARTICLE 3 RELATIONSHIP OF THE PARTIES**

The Contractor accepts the relationship of trust and confidence established by this Agreement and covenants with the Owner to cooperate with the Architect and exercise the Contractor's skill and judgment in furthering the interests of the Owner; to furnish efficient business administration and supervision; to furnish at all times an adequate supply of workers and materials; and to perform the Work in an expeditious and economical manner consistent with the Owner's interests. The Owner agrees to furnish and approve, in a timely manner, information required by the Contractor and to make payments to the Contractor in accordance with the requirements of the Contract Documents.

Init.

**ARTICLE 4 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION**

**§ 4.1** The date of commencement of the Work shall be the date of this Agreement unless a different date is stated below or provision is made for the date to be fixed in a notice to proceed issued by the Owner.  
*(Insert the date of commencement, if it differs from the date of this Agreement or, if applicable, state that the date will be fixed in a notice to proceed.)*

If, prior to commencement of the Work, the Owner requires time to file mortgages and other security interests, the Owner's time requirement shall be as follows:

**§ 4.2** The Contract Time shall be measured from the date of commencement.

**§ 4.3** The Contractor shall achieve Substantial Completion of the entire Work not later than ( ) days from the date of commencement, or as follows:  
*(Insert number of calendar days. Alternatively, a calendar date may be used when coordinated with the date of commencement. If appropriate, insert requirements for earlier Substantial Completion of certain portions of the Work.)*

**Portion of Work**

**Substantial Completion Date**

, subject to adjustments of this Contract Time as provided in the Contract Documents.  
*(Insert provisions, if any, for liquidated damages relating to failure to achieve Substantial Completion on time, or for bonus payments for early completion of the Work.)*

**ARTICLE 5 CONTRACT SUM**

**§ 5.1** The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum is the Cost of the Work as defined in Article 7 plus the Contractor's Fee.

**§ 5.1.1** The Contractor's Fee:  
*(State a lump sum, percentage of Cost of the Work or other provision for determining the Contractor's Fee.)*  
Contractor's Fee is 15%

Init.

§ 5.1.2 The method of adjustment of the Contractor's Fee for changes in the Work:

§ 5.1.3 Limitations, if any, on a Subcontractor's overhead and profit for increases in the cost of its portion of the Work:

§ 5.1.4 Rental rates for Contractor-owned equipment shall not exceed \_\_\_\_\_ percent  
( \_\_\_\_\_ %) of the standard rate paid at the place of the Project.

§ 5.1.5 Unit prices, if any:  
*(Identify and state the unit price; state the quantity limitations, if any, to which the unit price will be applicable.)*

Item	Units and Limitations	Price per Unit (\$0.00)
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**§ 5.2 Guaranteed Maximum Price**

§ 5.2.1 The Contract Sum is guaranteed by the Contractor not to exceed  
Sixty-Six Thousand Four Hundred Dollars

(\$ 66,400.00 \_\_\_\_\_), subject to additions and deductions by Change Order as provided in the Contract Documents. Such maximum sum is referred to in the Contract Documents as the Guaranteed Maximum Price. Costs which would cause the Guaranteed Maximum Price to be exceeded shall be paid by the Contractor without reimbursement by the Owner.

*(Insert specific provisions if the Contractor is to participate in any savings.)*

§ 5.2.2 The Guaranteed Maximum Price is based on the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:

*(State the numbers or other identification of accepted alternates. If bidding or proposal documents permit the Owner to accept other alternates subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date when the amount expires.)*

Init.

**§ 5.2.3 Allowances included in the Guaranteed Maximum Price, if any:**  
*(Identify allowance and state exclusions, if any, from the allowance price.)*

Item	Price
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**§ 5.2.4 Assumptions, if any, on which the Guaranteed Maximum Price is based:**

**§ 5.2.5** To the extent that the Drawings and Specifications are anticipated to require further development by the Architect, the Contractor has provided in the Guaranteed Maximum Price for such further development consistent with the Contract Documents and reasonably inferable therefrom. Such further development does not include such things as changes in scope, systems, kinds and quality of materials, finishes or equipment, all of which, if required, shall be incorporated by Change Order.

#### **ARTICLE 6 CHANGES IN THE WORK**

**§ 6.1** Adjustments to the Guaranteed Maximum Price on account of changes in the Work may be determined by any of the methods listed in Section 7.3.3 of AIA Document A201–2007, General Conditions of the Contract for Construction.

**§ 6.2** In calculating adjustments to subcontracts (except those awarded with the Owner’s prior consent on the basis of cost plus a fee), the terms “cost” and “fee” as used in Section 7.3.3.3 of AIA Document A201–2007 and the term “costs” as used in Section 7.3.7 of AIA Document A201–2007 shall have the meanings assigned to them in AIA Document A201–2007 and shall not be modified by Articles 5, 7 and 8 of this Agreement. Adjustments to subcontracts awarded with the Owner’s prior consent on the basis of cost plus a fee shall be calculated in accordance with the terms of those subcontracts.

**§ 6.3** In calculating adjustments to the Guaranteed Maximum Price, the terms “cost” and “costs” as used in the above-referenced provisions of AIA Document A201–2007 shall mean the Cost of the Work as defined in Article 7 of this Agreement and the term “fee” shall mean the Contractor’s Fee as defined in Section 5.1.1 of this Agreement.

**§ 6.4** If no specific provision is made in Article 5 for adjustment of the Contractor’s Fee in the case of changes in the Work, or if the extent of such changes is such, in the aggregate, that application of the adjustment provisions of Article 5 will cause substantial inequity to the Owner or Contractor, the Contractor’s Fee shall be equitably adjusted on the same basis that was used to establish the Fee for the original Work, and the Guaranteed Maximum Price shall be adjusted accordingly.

#### **ARTICLE 7 COSTS TO BE REIMBURSED**

##### **§ 7.1 Cost of the Work**

**§ 7.1.1** The term Cost of the Work shall mean costs necessarily incurred by the Contractor in the proper performance of the Work. Such costs shall be at rates not higher than the standard paid at the place of the Project except with prior consent of the Owner. The Cost of the Work shall include only the items set forth in this Article 7.

**§ 7.1.2** Where any cost is subject to the Owner’s prior approval, the Contractor shall obtain this approval prior to incurring the cost. The parties shall endeavor to identify any such costs prior to executing this Agreement.

##### **§ 7.2 Labor Costs**

**§ 7.2.1** Wages of construction workers directly employed by the Contractor to perform the construction of the Work at the site or, with the Owner’s prior approval, at off-site workshops.

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**§ 7.2.2** Wages or salaries of the Contractor's supervisory and administrative personnel when stationed at the site with the Owner's prior approval.

*(If it is intended that the wages or salaries of certain personnel stationed at the Contractor's principal or other offices shall be included in the Cost of the Work, identify in Article 15, the personnel to be included, whether for all or only part of their time, and the rates at which their time will be charged to the Work.)*

**§ 7.2.3** Wages and salaries of the Contractor's supervisory or administrative personnel engaged at factories, workshops or on the road, in expediting the production or transportation of materials or equipment required for the Work, but only for that portion of their time required for the Work.

**§ 7.2.4** Costs paid or incurred by the Contractor for taxes, insurance, contributions, assessments and benefits required by law or collective bargaining agreements and, for personnel not covered by such agreements, customary benefits such as sick leave, medical and health benefits, holidays, vacations and pensions, provided such costs are based on wages and salaries included in the Cost of the Work under Sections 7.2.1 through 7.2.3.

**§ 7.2.5** Bonuses, profit sharing, incentive compensation and any other discretionary payments paid to anyone hired by the Contractor or paid to any Subcontractor or vendor, with the Owner's prior approval.

**§ 7.3 Subcontract Costs**

Payments made by the Contractor to Subcontractors in accordance with the requirements of the subcontracts.

**§ 7.4 Costs of Materials and Equipment Incorporated in the Completed Construction**

**§ 7.4.1** Costs, including transportation and storage, of materials and equipment incorporated or to be incorporated in the completed construction.

**§ 7.4.2** Costs of materials described in the preceding Section 7.4.1 in excess of those actually installed to allow for reasonable waste and spoilage. Unused excess materials, if any, shall become the Owner's property at the completion of the Work or, at the Owner's option, shall be sold by the Contractor. Any amounts realized from such sales shall be credited to the Owner as a deduction from the Cost of the Work.

**§ 7.5 Costs of Other Materials and Equipment, Temporary Facilities and Related Items**

**§ 7.5.1** Costs of transportation, storage, installation, maintenance, dismantling and removal of materials, supplies, temporary facilities, machinery, equipment and hand tools not customarily owned by construction workers that are provided by the Contractor at the site and fully consumed in the performance of the Work. Costs of materials, supplies, temporary facilities, machinery, equipment and tools that are not fully consumed shall be based on the cost or value of the item at the time it is first used on the Project site less the value of the item when it is no longer used at the Project site. Costs for items not fully consumed by the Contractor shall mean fair market value.

**§ 7.5.2** Rental charges for temporary facilities, machinery, equipment and hand tools not customarily owned by construction workers that are provided by the Contractor at the site and costs of transportation, installation, minor repairs, dismantling and removal. The total rental cost of any Contractor-owned item may not exceed the purchase price of any comparable item. Rates of Contractor-owned equipment and quantities of equipment shall be subject to the Owner's prior approval.

**§ 7.5.3** Costs of removal of debris from the site of the Work and its proper and legal disposal.

**§ 7.5.4** Costs of document reproductions, facsimile transmissions and long-distance telephone calls, postage and parcel delivery charges, telephone service at the site and reasonable petty cash expenses of the site office.

**§ 7.5.5** Costs of materials and equipment suitably stored off the site at a mutually acceptable location, subject to the Owner's prior approval.

**§ 7.6 Miscellaneous Costs**

**§ 7.6.1** Premiums for that portion of insurance and bonds required by the Contract Documents that can be directly attributed to this Contract. Self-insurance for either full or partial amounts of the coverages required by the Contract Documents, with the Owner's prior approval.

**§ 7.6.2** Sales, use or similar taxes imposed by a governmental authority that are related to the Work and for which the Contractor is liable.

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**§ 7.6.3** Fees and assessments for the building permit and for other permits, licenses and inspections for which the Contractor is required by the Contract Documents to pay.

**§ 7.6.4** Fees of laboratories for tests required by the Contract Documents, except those related to defective or nonconforming Work for which reimbursement is excluded by Section 13.5.3 of AIA Document A201–2007 or by other provisions of the Contract Documents, and which do not fall within the scope of Section 7.7.3.

**§ 7.6.5** Royalties and license fees paid for the use of a particular design, process or product required by the Contract Documents; the cost of defending suits or claims for infringement of patent rights arising from such requirement of the Contract Documents; and payments made in accordance with legal judgments against the Contractor resulting from such suits or claims and payments of settlements made with the Owner's consent. However, such costs of legal defenses, judgments and settlements shall not be included in the calculation of the Contractor's Fee or subject to the Guaranteed Maximum Price. If such royalties, fees and costs are excluded by the last sentence of Section 3.17 of AIA Document A201–2007 or other provisions of the Contract Documents, then they shall not be included in the Cost of the Work.

**§ 7.6.6** Costs for electronic equipment and software, directly related to the Work with the Owner's prior approval.

**§ 7.6.7** Deposits lost for causes other than the Contractor's negligence or failure to fulfill a specific responsibility in the Contract Documents.

**§ 7.6.8** Legal, mediation and arbitration costs, including attorneys' fees, other than those arising from disputes between the Owner and Contractor, reasonably incurred by the Contractor after the execution of this Agreement in the performance of the Work and with the Owner's prior approval, which shall not be unreasonably withheld.

**§ 7.6.9** Subject to the Owner's prior approval, expenses incurred in accordance with the Contractor's standard written personnel policy for relocation and temporary living allowances of the Contractor's personnel required for the Work.

**§ 7.6.10** That portion of the reasonable expenses of the Contractor's supervisory or administrative personnel incurred while traveling in discharge of duties connected with the Work.

## **§ 7.7 Other Costs and Emergencies**

**§ 7.7.1** Other costs incurred in the performance of the Work if, and to the extent, approved in advance in writing by the Owner.

**§ 7.7.2** Costs incurred in taking action to prevent threatened damage, injury or loss in case of an emergency affecting the safety of persons and property, as provided in Section 10.4 of AIA Document A201–2007.

**§ 7.7.3** Costs of repairing or correcting damaged or nonconforming Work executed by the Contractor, Subcontractors or suppliers, provided that such damaged or nonconforming Work was not caused by negligence or failure to fulfill a specific responsibility of the Contractor and only to the extent that the cost of repair or correction is not recovered by the Contractor from insurance, sureties, Subcontractors, suppliers, or others.

## **§ 7.8 Related Party Transactions**

**§ 7.8.1** For purposes of Section 7.8, the term "related party" shall mean a parent, subsidiary, affiliate or other entity having common ownership or management with the Contractor; any entity in which any stockholder in, or management employee of, the Contractor owns any interest in excess of ten percent in the aggregate; or any person or entity which has the right to control the business or affairs of the Contractor. The term "related party" includes any member of the immediate family of any person identified above.

**§ 7.8.2** If any of the costs to be reimbursed arise from a transaction between the Contractor and a related party, the Contractor shall notify the Owner of the specific nature of the contemplated transaction, including the identity of the related party and the anticipated cost to be incurred, before any such transaction is consummated or cost incurred. If the Owner, after such notification, authorizes the proposed transaction, then the cost incurred shall be included as a cost to be reimbursed, and the Contractor shall procure the Work, equipment, goods or service from the related party, as a Subcontractor, according to the terms of Article 10. If the Owner fails to authorize the transaction, the Contractor shall procure the Work, equipment, goods or service from some person or entity other than a related party according to the terms of Article 10.

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## ARTICLE 8 COSTS NOT TO BE REIMBURSED

§ 8.1 The Cost of the Work shall not include the items listed below:

- .1 Salaries and other compensation of the Contractor's personnel stationed at the Contractor's principal office or offices other than the site office, except as specifically provided in Section 7.2. or as may be provided in Article 15;
- .2 Expenses of the Contractor's principal office and offices other than the site office;
- .3 Overhead and general expenses, except as may be expressly included in Article 7;
- .4 The Contractor's capital expenses, including interest on the Contractor's capital employed for the Work;
- .5 Except as provided in Section 7.7.3 of this Agreement, costs due to the negligence or failure of the Contractor, Subcontractors and suppliers or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable to fulfill a specific responsibility of the Contract;
- .6 Any cost not specifically and expressly described in Article 7; and
- .7 Costs, other than costs included in Change Orders approved by the Owner, that would cause the Guaranteed Maximum Price to be exceeded.

## ARTICLE 9 DISCOUNTS, REBATES AND REFUNDS

§ 9.1 Cash discounts obtained on payments made by the Contractor shall accrue to the Owner if (1) before making the payment, the Contractor included them in an Application for Payment and received payment from the Owner, or (2) the Owner has deposited funds with the Contractor with which to make payments; otherwise, cash discounts shall accrue to the Contractor. Trade discounts, rebates, refunds and amounts received from sales of surplus materials and equipment shall accrue to the Owner, and the Contractor shall make provisions so that they can be obtained.

§ 9.2 Amounts that accrue to the Owner in accordance with the provisions of Section 9.1 shall be credited to the Owner as a deduction from the Cost of the Work.

## ARTICLE 10 SUBCONTRACTS AND OTHER AGREEMENTS

§ 10.1 Those portions of the Work that the Contractor does not customarily perform with the Contractor's own personnel shall be performed under subcontracts or by other appropriate agreements with the Contractor. The Owner may designate specific persons from whom, or entities from which, the Contractor shall obtain bids. The Contractor shall obtain bids from Subcontractors and from suppliers of materials or equipment fabricated especially for the Work and shall deliver such bids to the Architect. The Owner shall then determine, with the advice of the Contractor and the Architect, which bids will be accepted. The Contractor shall not be required to contract with anyone to whom the Contractor has reasonable objection.

§ 10.2 When a specific bidder (1) is recommended to the Owner by the Contractor; (2) is qualified to perform that portion of the Work; and (3) has submitted a bid that conforms to the requirements of the Contract Documents without reservations or exceptions, but the Owner requires that another bid be accepted, then the Contractor may require that a Change Order be issued to adjust the Guaranteed Maximum Price by the difference between the bid of the person or entity recommended to the Owner by the Contractor and the amount of the subcontract or other agreement actually signed with the person or entity designated by the Owner.

§ 10.3 Subcontracts or other agreements shall conform to the applicable payment provisions of this Agreement, and shall not be awarded on the basis of cost plus a fee without the prior consent of the Owner. If the Subcontract is awarded on a cost-plus a fee basis, the Contractor shall provide in the Subcontract for the Owner to receive the same audit rights with regard to the Subcontractor as the Owner receives with regard to the Contractor in Article 11, below.

## ARTICLE 11 ACCOUNTING RECORDS

The Contractor shall keep full and detailed records and accounts related to the cost of the Work and exercise such controls as may be necessary for proper financial management under this Contract and to substantiate all costs incurred. The accounting and control systems shall be satisfactory to the Owner. The Owner and the Owner's auditors shall, during regular business hours and upon reasonable notice, be afforded access to, and shall be permitted to audit and copy, the Contractor's records and accounts, including complete documentation supporting accounting entries, books, correspondence, instructions, drawings, receipts, subcontracts, Subcontractor's proposals, purchase orders, vouchers, memoranda and other data relating to this Contract. The Contractor shall preserve these records for a period of three years after final payment, or for such longer period as may be required by law.

**ARTICLE 12 PAYMENTS**

**§ 12.1 Progress Payments**

**§ 12.1.1** Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

**§ 12.1.2** The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

**§ 12.1.3** Provided that an Application for Payment is received by the Architect not later than the \_\_\_\_\_ 1st day of a month, the Owner shall make payment of the certified amount to the Contractor not later than the 15th day of the same month. If an Application for Payment is received by the Architect after the application date fixed above, payment shall be made by the Owner not later than \_\_\_\_\_ fifteen ( 15 ) days after the Architect receives the Application for Payment.

*(Federal, state or local laws may require payment within a certain period of time.)*

**§ 12.1.4** With each Application for Payment, the Contractor shall submit payrolls, petty cash accounts, receipted invoices or invoices with check vouchers attached, and any other evidence required by the Owner or Architect to demonstrate that cash disbursements already made by the Contractor on account of the Cost of the Work equal or exceed (1) progress payments already received by the Contractor; less (2) that portion of those payments attributable to the Contractor's Fee; plus (3) payrolls for the period covered by the present Application for Payment.

**§ 12.1.5** Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Guaranteed Maximum Price among the various portions of the Work, except that the Contractor's Fee shall be shown as a single separate item. The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment.

**§ 12.1.6** Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment. The percentage of completion shall be the lesser of (1) the percentage of that portion of the Work which has actually been completed; or (2) the percentage obtained by dividing (a) the expense that has actually been incurred by the Contractor on account of that portion of the Work for which the Contractor has made or intends to make actual payment prior to the next Application for Payment by (b) the share of the Guaranteed Maximum Price allocated to that portion of the Work in the schedule of values.

**§ 12.1.7** Subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

- .1 Take that portion of the Guaranteed Maximum Price properly allocable to completed Work as determined by multiplying the percentage of completion of each portion of the Work by the share of the Guaranteed Maximum Price allocated to that portion of the Work in the schedule of values. Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute shall be included as provided in Section 7.3.9 of AIA Document A201-2007;
- .2 Add that portion of the Guaranteed Maximum Price properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work, or if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing;
- .3 Add the Contractor's Fee, less retainage of \_\_\_\_\_ zero \_\_\_\_\_ percent ( \_\_\_\_\_ 0 %). The Contractor's Fee shall be computed upon the Cost of the Work at the rate stated in Section 5.1.1 or, if the Contractor's Fee is stated as a fixed sum in that Section, shall be an amount that bears the same ratio to that fixed-sum fee as the Cost of the Work bears to a reasonable estimate of the probable Cost of the Work upon its completion;
- .4 Subtract retainage of \_\_\_\_\_ zero \_\_\_\_\_ percent ( \_\_\_\_\_ 0 %) from that portion of the Work that the Contractor self-performs;
- .5 Subtract the aggregate of previous payments made by the Owner;
- .6 Subtract the shortfall, if any, indicated by the Contractor in the documentation required by Section 12.1.4 to substantiate prior Applications for Payment, or resulting from errors subsequently discovered by the Owner's auditors in such documentation; and

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- .7 Subtract amounts, if any, for which the Architect has withheld or nullified a Certificate for Payment as provided in Section 9.5 of AIA Document A201–2007.

§ 12.1.8 The Owner and the Contractor shall agree upon a (1) mutually acceptable procedure for review and approval of payments to Subcontractors and (2) the percentage of retainage held on Subcontracts, and the Contractor shall execute subcontracts in accordance with those agreements.

§ 12.1.9 In taking action on the Contractor's Applications for Payment, the Architect shall be entitled to rely on the accuracy and completeness of the information furnished by the Contractor and shall not be deemed to represent that the Architect has made a detailed examination, audit or arithmetic verification of the documentation submitted in accordance with Section 12.1.4 or other supporting data; that the Architect has made exhaustive or continuous on-site inspections; or that the Architect has made examinations to ascertain how or for what purposes the Contractor has used amounts previously paid on account of the Contract. Such examinations, audits and verifications, if required by the Owner, will be performed by the Owner's auditors acting in the sole interest of the Owner.

## § 12.2 Final Payment

§ 12.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

- .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Section 12.2.2 of AIA Document A201–2007, and to satisfy other requirements, if any, which extend beyond final payment;
- .2 the Contractor has submitted a final accounting for the Cost of the Work and a final Application for Payment; and
- .3 a final Certificate for Payment has been issued by the Architect.

§ 12.2.2 The Owner's auditors will review and report in writing on the Contractor's final accounting within 30 days after delivery of the final accounting to the Architect by the Contractor. Based upon such Cost of the Work as the Owner's auditors report to be substantiated by the Contractor's final accounting, and provided the other conditions of Section 12.2.1 have been met, the Architect will, within seven days after receipt of the written report of the Owner's auditors, either issue to the Owner a final Certificate for Payment with a copy to the Contractor, or notify the Contractor and Owner in writing of the Architect's reasons for withholding a certificate as provided in Section 9.5.1 of the AIA Document A201–2007. The time periods stated in this Section 12.2.2 supersede those stated in Section 9.4.1 of the AIA Document A201–2007. The Architect is not responsible for verifying the accuracy of the Contractor's final accounting.

§ 12.2.3 If the Owner's auditors report the Cost of the Work as substantiated by the Contractor's final accounting to be less than claimed by the Contractor, the Contractor shall be entitled to request mediation of the disputed amount without seeking an initial decision pursuant to Section 15.2 of A201–2007. A request for mediation shall be made by the Contractor within 30 days after the Contractor's receipt of a copy of the Architect's final Certificate for Payment. Failure to request mediation within this 30-day period shall result in the substantiated amount reported by the Owner's auditors becoming binding on the Contractor. Pending a final resolution of the disputed amount, the Owner shall pay the Contractor the amount certified in the Architect's final Certificate for Payment.

§ 12.2.4 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

§ 12.2.5 If, subsequent to final payment and at the Owner's request, the Contractor incurs costs described in Article 7 and not excluded by Article 8 to correct defective or nonconforming Work, the Owner shall reimburse the Contractor such costs and the Contractor's Fee applicable thereto on the same basis as if such costs had been incurred prior to final payment, but not in excess of the Guaranteed Maximum Price. If the Contractor has participated in savings as provided in Section 5.2, the amount of such savings shall be recalculated and appropriate credit given to the Owner in determining the net amount to be paid by the Owner to the Contractor.

**ARTICLE 13 DISPUTE RESOLUTION**

**§ 13.1 Initial Decision Maker**

The Architect will serve as Initial Decision Maker pursuant to Section 15.2 of AIA Document A201–2007, unless the parties appoint below another individual, not a party to the Agreement, to serve as Initial Decision Maker.

*(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)*

**§ 13.2 Binding Dispute Resolution**

For any Claim subject to, but not resolved by mediation pursuant to Section 15.3 of AIA Document A201–2007, the method of binding dispute resolution shall be as follows:

*(Check the appropriate box. If the Owner and Contractor do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.)*

- Arbitration pursuant to Section 15.4 of AIA Document A201–2007
- Litigation in a court of competent jurisdiction
- Other: *(Specify)*

**ARTICLE 14 TERMINATION OR SUSPENSION**

**§ 14.1** Subject to the provisions of Section 14.2 below, the Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201–2007.

**§ 14.2** If the Owner terminates the Contract for cause as provided in Article 14 of AIA Document A201–2007, the amount, if any, to be paid to the Contractor under Section 14.2.4 of AIA Document A201–2007 shall not cause the Guaranteed Maximum Price to be exceeded, nor shall it exceed an amount calculated as follows:

- .1 Take the Cost of the Work incurred by the Contractor to the date of termination;
- .2 Add the Contractor’s Fee computed upon the Cost of the Work to the date of termination at the rate stated in Section 5.1.1 or, if the Contractor’s Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum Fee as the Cost of the Work at the time of termination bears to a reasonable estimate of the probable Cost of the Work upon its completion; and
- .3 Subtract the aggregate of previous payments made by the Owner.

**§ 14.3** The Owner shall also pay the Contractor fair compensation, either by purchase or rental at the election of the Owner, for any equipment owned by the Contractor that the Owner elects to retain and that is not otherwise included in the Cost of the Work under Section 14.2.1. To the extent that the Owner elects to take legal assignment of subcontracts and purchase orders (including rental agreements), the Contractor shall, as a condition of receiving the payments referred to in this Article 14, execute and deliver all such papers and take all such steps, including the legal assignment of such subcontracts and other contractual rights of the Contractor, as the Owner may require for the purpose of fully vesting in the Owner the rights and benefits of the Contractor under such subcontracts or purchase orders.

**§ 14.4** The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2007; in such case, the Guaranteed Maximum Price and Contract Time shall be increased as provided in Section 14.3.2 of AIA Document A201–2007, except that the term “profit” shall be understood to mean the Contractor’s Fee as described in Sections 5.1.1 and Section 6.4 of this Agreement.

**ARTICLE 15 MISCELLANEOUS PROVISIONS**

**§ 15.1** Where reference is made in this Agreement to a provision of AIA Document A201–2007 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

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§ 15.2 Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located. (Insert rate of interest agreed upon, if any.)

§ 15.3 The Owner's representative:  
(Name, address and other information)  
Brandon Bennett, CPRP  
Director, Noblesville Parks and Recreation  
701 Cicero Road, Noblesville, IN 46060  
office: (317) 776-6350  
email: bbennett@noblesville.in.us

§ 15.4 The Contractor's representative:  
(Name, address and other information)  
Don Myers  
Project Manager, Myers Construction Management, Inc.  
13518 Myrtle Lane, Fishers, IN 46038  
office: (317) 773-3590 cell: (317) 710-4657  
email: don@myerscm.com

§ 15.5 Neither the Owner's nor the Contractor's representative shall be changed without ten days' written notice to the other party.

§ 15.6 Other provisions:  
The LED display signage is not designed on the Ratio drawings and Ratio will not be responsible for any failures due to the added display signage.

## ARTICLE 16 ENUMERATION OF CONTRACT DOCUMENTS

§ 16.1 The Contract Documents, except for Modifications issued after execution of this Agreement, are enumerated in the sections below.

§ 16.1.1 The Agreement is this executed AIA Document A102–2007, Standard Form of Agreement Between Owner and Contractor.

§ 16.1.2 The General Conditions are AIA Document A201–2007, General Conditions of the Contract for Construction.

§ 16.1.3 The Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
Proposal	Exhibit A	March 20, 2019	5

Init.

**§ 16.1.4 The Specifications:**

*(Either list the Specifications here or refer to an exhibit attached to this Agreement.)*

<b>Section</b>	<b>Title</b>	<b>Date</b>	<b>Pages</b>
N/A			

**§ 16.1.5 The Drawings:**

*(Either list the Drawings here or refer to an exhibit attached to this Agreement.)*

<b>Number</b>	<b>Title</b>	<b>Date</b>
N/A		

**§ 16.1.6 The Addenda, if any:**

<b>Number</b>	<b>Date</b>	<b>Pages</b>
N/A		

Portions of Addenda relating to bidding requirements are not part of the Contract Documents unless the bidding requirements are also enumerated in this Article 16.

**§ 16.1.7 Additional documents, if any, forming part of the Contract Documents:**

.1 AIA Document E201™–2007, Digital Data Protocol Exhibit, if completed by the parties, or the following:

.2 Other documents, if any, listed below:

*(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201–2007 provides that bidding requirements such as advertisement or invitation to bid, Instructions to Bidders, sample forms and the Contractor's bid are not part of the Contract Documents unless enumerated in this Agreement. They should be listed here only if intended to be part of the Contract Documents.)*

Int.

**ARTICLE 17 INSURANCE AND BONDS**

The Contractor shall purchase and maintain insurance and provide bonds as set forth in Article 11 of AIA Document A201-2007.

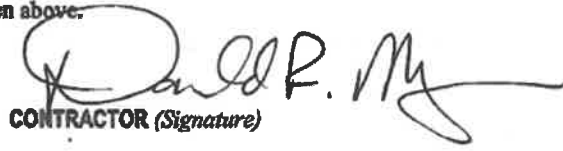
*(State bonding requirements, if any, and limits of liability for insurance required in Article 11 of AIA Document A201-2007.)*

Type of Insurance or Bond

Limit of Liability or Bond Amount (\$0.00)

This Agreement entered into as of the day and year first written above.

  
OWNER (Signature)

  
CONTRACTOR (Signature)

Laurie Dyck - Park  
(Printed name and title) board  
president

Don Myers, President  
(Printed name and title)

Int.

Exhibit 'A'



March 20, 2019

Proposal Form for Federal Hill Commons South Sign Replacement

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

Attn: Brandon Bennett  
City of Noblesville  
Parks & Recreation Department  
701 Cicero Road  
Noblesville, IN 46060

The following is a summary of the Scope-Of-Work and pricing for the re-construction of the South sign at Federal Hill Commons. This quote is based on the re-construction being done per the original design drawings (attached) by Ratio.

### **Scope-Of-Work**

#### General Conditions

- Supervision
- Construction Cleanup
- Dumpsters

#### Existing Conditions

- Demolition of the remainder of the sign to get down to concrete foundation

#### Landscaping

- Installation of landscaping and ground cover around the sign per attached landscaping plan

#### Masonry:

- Provide and install 6" and 8" block
- Provide and install facebrick veneer to match existing
- Provide and install Earthworks Gold, 12" coarsed split face
- Provide and install Earthworks Gold 12" x 2" deep veneer
- Provide and install Earthworks Gold, 16" coarsed split face
- Provide and install Earthworks Gold, random split face 2-1/4", 5", 7-3/4"
- Provide and install limestone coping and caps
- Clean all newly installed masonry items with appropriate masonry cleaner

Signage:

- Install (2) 9-1/2" diameter x 1/4" thick laser cut aluminum with recessed and raised graphics. Painted 5 colors. Concealed stud mounting.
- Install (1) set of 9" h LED illuminated letters, backlit. Projection mount to existing recess. Copy: Federal Hill Commons
- Install (1) set of 4-1/2" h x 1/4" thick ASI LPS Series non illuminated solid plate aluminum letters, painted one color. Concealed stud mounting. Copy: City of Noblesville

Electrical:

- Patch conduit and hook up electrical to backlit signage

**Total price = \$66,400.00**

Exclusions:

- Architectural and civil engineering design fees
- Building permits
- Bid Bond
- Concrete sidewalk or foundation work
- Tap, user, assessment, road cut, or road impact fees
- Removal or abatement of hazardous material
- Unforeseen conditions

---

All the above pricing was based on original drawings (attached) by Ratio. We thank you again for the opportunity to bid this project. Please feel free to contact us if you have any questions.

Sincerely,



Chad D Arnold  
Project Coordinator







**FEDERAL HILL COMMONS**  
**NOBLESVILLE, IN**

**Owner:**  
City of Noblesville | Mayor's Office  
15 South Park Drive  
Noblesville, IN 46060  
(317) 734-3234

**Architect:**  
RATTO Architects, Inc.  
151 South Pennsylvania Street  
Noblesville, IN 46060  
(317) 834-3340

**CM@Risk:**  
Builder, Feltman & Soudert  
140 Westfield Blvd, Suite 300  
Noblesville, IN 46060  
(317) 734-8193

**Structural Engineer:**  
Lynch, Hartman & Brunbuehler  
15010 Lakeside Blvd, Suite 200  
Noblesville, IN 46060  
(317) 435-1500

**Mechanical/Electrical/Plumbing Engineer:**  
The Engineering Collaborative  
11000 N. Meridian Street, Suite 200  
Noblesville, IN 46060  
(317) 835-3361

**Threat Consultant:**  
Schuler Blinnik  
10000 N. Meridian Street, Suite 100  
Noblesville, IN 46060  
(317) 844-2287

**Acoustic/Asbestos Consultant:**  
Threshold  
11000 N. Meridian Street, Suite 200  
Noblesville, IN 46060  
(317) 835-1108

**Insulation Designer:**  
Landreth Design  
11000 N. Meridian Street, Suite 200  
Noblesville, IN 46060  
(317) 844-2287

**Fire Alarm Designer:**  
Waterworks International  
11000 N. Meridian Street, Suite 200  
Noblesville, IN 46060  
(317) 844-2287

**ISSUED FOR CONSTRUCTION**  
**CONSTRUCTION SET - 07/21/15**

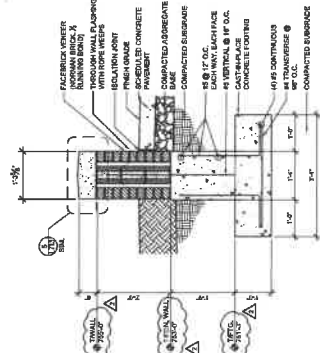
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DATE	07/21/15
PROJECT NAME	FEDERAL HILL COMMONS
PROJECT LOCATION	15 SOUTH PARK DRIVE, NOBLESVILLE, IN 46060
PROJECT OWNER	CITY OF NOBLESVILLE
PROJECT ARCHITECT	RATTO ARCHITECTS, INC.
PROJECT ENGINEER	LYNCH, HARTMAN & BRUNBUEHLER
PROJECT INSULATION DESIGNER	LANDRETH DESIGN
PROJECT FIRE ALARM DESIGNER	WATERWORKS INTERNATIONAL
PROJECT THREAT CONSULTANT	SCHULER BLINNIK
PROJECT ASBESTOS/ACOUSTIC CONSULTANT	THRESHOLD
PROJECT MECHANICAL/ELECTRICAL/PLUMBING ENGINEER	THE ENGINEERING COLLABORATIVE
PROJECT CM@RISK	BUILDER, FELTMAN & SOUDERT

**APPROVED BY:**  
MB  
PROJECT NO. 13077.000

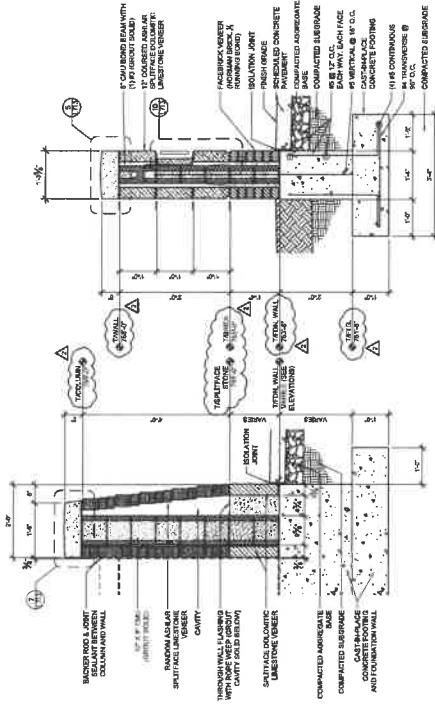


**RATIO**  
**DETAILS -**  
**SOUTHWEST SIGN WALL**

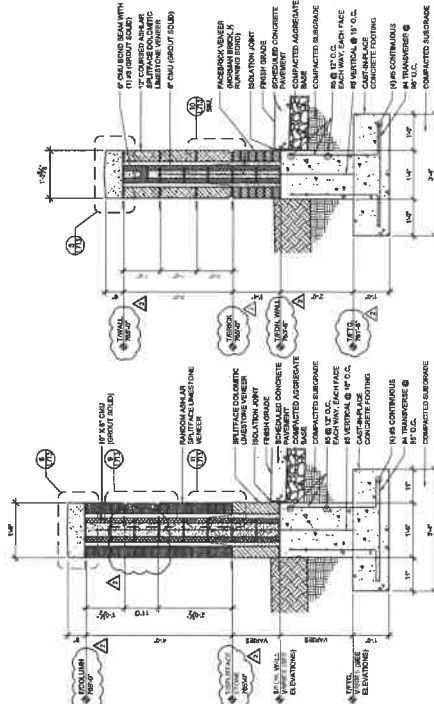
**SHEET NUMBER**  
**L-715**



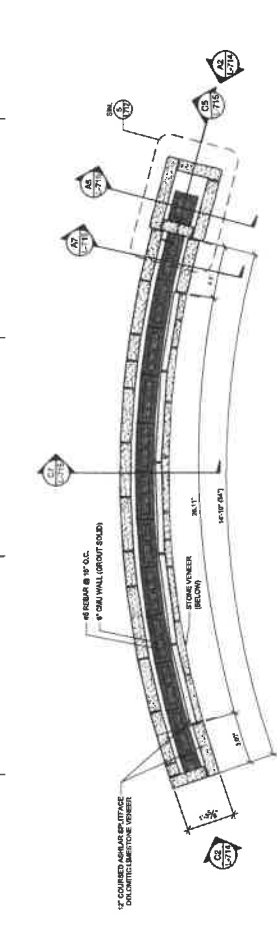
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3/4\"/>



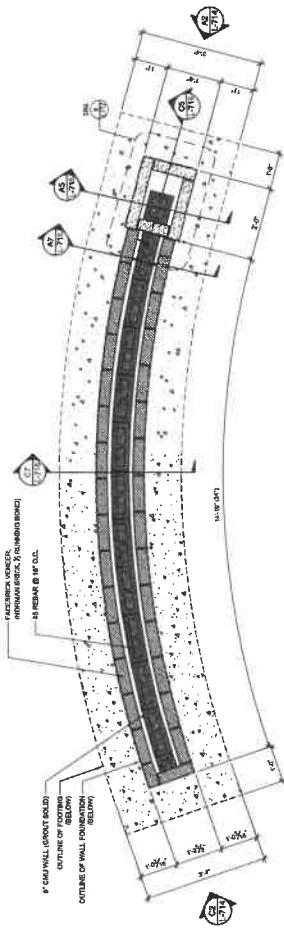
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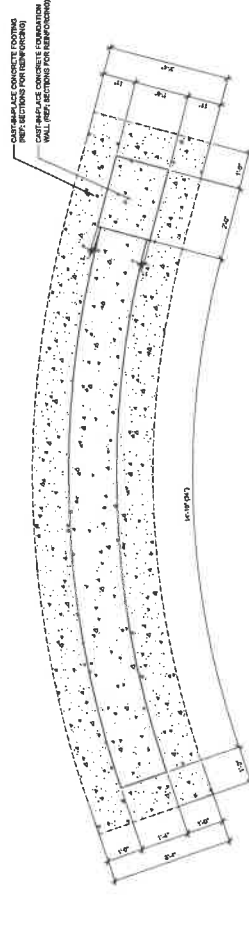
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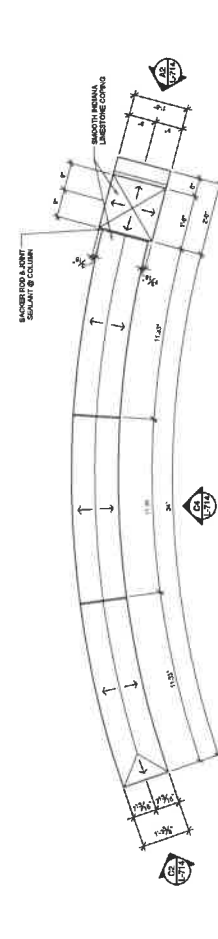
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**SECTION | SOUTHWEST SIGN WALL**  
3/4\"/>



**SECTION | SOUTHWEST SIGN WALL**  
3/4\"/>



**PLAN | SOUTHWEST SIGN WALL**  
3/4\"/>

# Noblesville Park Board

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Wednesday, November 6, 2019

**Subject:** Board to consider 108-020 Parks general budget.

**Applicant:** NA

**Agenda Item:** New Business 5

**Summary:** Board to consider a budget as presented to administration and council for 2020 operations for the parks department.

**Recommendation:** Staff recommends approval of the budget as presented.

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

---

## *Park Terms and Definitions:*

### *Summary:*

Please see attached for description of budget and changes in the 2020 option. This budget has been approved by the City Council and now needs your approval. Also included are projects that are being funded from a debt service fund and not our budget, but they are parks projects, including a playground renovation at Forest Park, concrete paths at Tom Thumb, trail connection from carousel to main trail and restrooms, storage building at Maintenance area in Forest Park, and concrete storage bins at Forest Park.

### *Background:*

We have been working on this budget for the past few months and worked with administration to get what we need to continue to operate the parks at its highest level. Working in a new budget software and system and processes it has been a challenging process, but one that will make the process much easier in the coming years.

### *Recommendation:*

Staff recommends approval of the budget as presented.

# 020 Parks/Maintenance & Administration - Operational Funds

Budget Proposal

## Proposal Summary

**Budget**

Adopted Budget - Civil City - 2020

**Budget Phase**

Budget Review

**Proposal Status**

Resubmitted

**Created By**

Lauren Lernihan

**Exported At**

Nov 5, 2019, 2:11 PM (UTC)

Base Revenues	\$150,000.00
Adjustments	\$0.00
<b>Revenues</b>	<b>\$150,000.00</b>
Base Expenses	\$2,890,661.03
Adjustments	+\$319,665.00
<b>Expenses</b>	<b>\$3,210,326.03</b>
<b>Deficit</b>	<b>\$3,060,326.03</b>

## Description

### Statement of Purpose

The Parks and Recreation Dept's purpose is to provide quality of life initiatives and opportunities to the public through several different methods. These includes providing clean, safe, fun open spaces and parks, a robust recreation programs and unique and well-executed events. We also provide facilities for people to choose to have life events at including 3 banquet spaces that host everything from baby showers, Weddings, family reunions, graduation parties, business functions, parties and everything in between. The Recreation Annex in partnership with Ivy Tech gives citizens space to play, practice, act, study, meet, exercise and recreate. And, of course, we offer fantastic municipal golf courses that are some of the best in the area in terms of quality and value. We are the quality of life agency in Noblesville, and, people choose to spend their hard earned discretionary time and, sometimes, their discretionary income with us and that is a big responsibility we have back to them.

### Key Operational Goals for Budget Year

Understand the operational needs of Finch Creek in its first full year and adapt and adjust accordingly. Provide the resources to our team to be able to continue to offer clean, safe parks for the public to enjoy.

Grow our recreation program offerings and revenue stream, through booking more Annex Auditorium events, as well as utilizing the college gym on a more consistent basis.

Provide more space for our maintenance equipment to be stored and out of the elements. As some of our assets grow we are out of space to properly, secure, protect and maintain some of our larger assets.

Continue to provide fantastic events, both paid and free, for the community to enjoy and partake in. Unveil and start implementing the new 5 year master plan for the system as well as the Alternative transportation plan.

Maintain, improve, upgrade or replace existing facilities and amenities as required by state of said facility or amenity such as a new playground at Forest Park.

### Proposed Staffing Changes and/or Position Reclassifications

We are proposing two staffing changes in this budget:

1. We are requesting that a current part time secretary position be changed to full time. As we have grown with more spaces and facilities, we are now in need of more manpower help with all of our customer service aspects of the operation, including assisting customers onsite, working with facility reservations and all of the data and service that is involved with reservations. We also need someone to continue to assist with service for those enrolling in our programs and manning the office daily when several other people are out and about making great things happen. The Secretary will also assist the office manager with several financial and daily tasks to keep the operation running smoothly.

2. We are also requesting reclassification of a Maintenance laborer to Arborist Technician. This position would focus on the tree and open spaces that we have within the system, including our entire park system of trees and also our open space and the proper maintenance and care of those spaces. With more and more trees that are aging, specific care and attention as well as a plan for the future needs to be a large focus of this position. We also have several areas that require more attention due to invasive species. This position will still assist as needed in every park, but the main focus will be on trees, landscaping, invasive species, prairie and open space maintenance and planning, and they will assist the golf operation in these areas as well.

### Notable Budget Requests by Major Expense Category

#### **100 Series – Personal Services:**

Changing of a current Part time Secretary to Full Time would be a net budget impact of \$25,188.60 + benefits of \$19,984.00(see attached doc) 3% increase included.

Reclassifying a Maintenance Laborer to Arborist Technician is a net budget impact of \$11,190.00, already has benefits (see attached doc) 3% increase included

#### **200 Series – Supplies:**

increases in several lines to support the operation of Finch Creek Park including repair parts, landscape supplies, clothing (due to increase in boot and clothing allowance), etc. Other increases include requests from the Maintenance team based on current trends of usage and requiring more supplies as we grow and our responsibilities become greater.

**300 Series – Services & Other Charges:**

small increases in utilities based on adding Finch Creek for a full year  
increase in maintenance agreements for new park software and website development and deployment  
small increases in travel and training as we continue to develop our team

**400 Series – Capital Outlay:**

a few new capital purchases for equipment including 2 smaller stand on mowers, a chipper and a roto tiller...all items (except the tiller) have a trade in to lower the cost, but those are not factored into this budget.  
also includes replacement of 25 bollards across the park system at bridge crossings as well as on trails at road crossings that are existing.

**Other Relevant Information**

CCD 300 series includes the leases from 2016-2019.  
Also includes the items requested for lease purchase: 96" Heavy Duty ZTR mower-Trade IN, Front End Mower-Trade IN, Heavy Duty Leaf and debris vac-Trade IN, Utility Vehicle with snow blade and rotary broom-Trade IN. All trade in ESTIMATED values have be factored into the LP pricing.

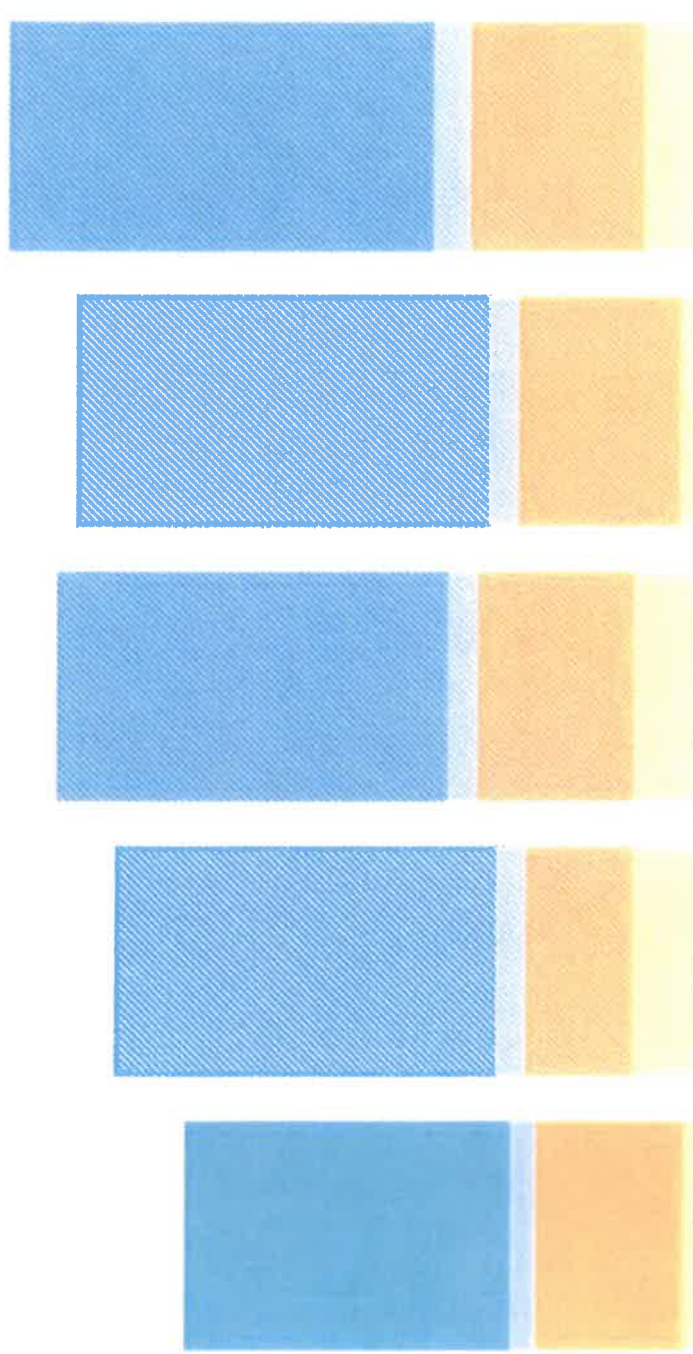
# 2020 Budget - Adopted Budget Report

as vs. CY Previous Budget vs CY Revised Budget vs Budget Base vs Adopted Budget

Visualization



- Sort By Chart of Accounts
- Personal Services
  - Supplies
  - Services & Other Charges
  - Capital Outlay



Expanded All	2018 Actual	Budget - 2019 Beginning	Budget - 2019 Revised	2020 Base	2020 Adopted Budget
Personal Services	\$1,511,311	\$1,767,008	\$1,817,008	\$1,808,002	\$1,808,002
Supplies	113,647	134,538	134,538	137,497	168,773
Services & Other Charges	681,475	488,682	722,002	747,062	805,795
Capital Outlay	75,433	310,161	310,161	100,000	284,775
<b>Total</b>	<b>\$2,382,086</b>	<b>\$2,710,388</b>	<b>\$2,883,707</b>	<b>\$2,880,061</b>	<b>\$3,110,328</b>

Created with OpenGov

1 of 1 pages

- Projects moved to Fund 200 Debt Service
- General Fund:

101-026-300	Design - Little Chicago Rd Pedestrian Bridge	\$700,000
101-026-400	Matching funds for new roundabout on SR32 (aka INDOT roundabouts)	\$460,000
101-026-400	ROW & Utility Relo - South 10th Street Trail	\$400,000

Park Fund:

108-023-400	Forest Park Playground Renovation	\$750,000
108-023-400	Cicero Creek Bridge Repair plus other parks projects	\$299,200
	other projects include: storage facilities at Forest Park; mini golf paths at Forest Park	
108-023-400	ROW - Stony Creek Trail	\$200,000