

Noblesville Park Board Meeting Wednesday, October 3, 2018 The Green Room 6:00 p.m.

Noblesville Parks & Recreation Board Agenda

Call to Order Approval of Agenda Approval of Minutes of September 6, 2018 Board Meeting

Financial

- 1. Approval of Claims October 9 and October 23
- 2. Transfers and Appropriations

Reports

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

Old Business

- 1. Board to hear update on the FHC Ice Plaza
- 2. Board to consider Change order 3 at Finch Creek Park

New Business

1. Board to consider Charters of Freedom agreement and install in Federal Hill.

Next Meeting November 7, 2018, The Green Room @ Federal Hill Commons, 6pm.

Upcoming Events

October 13:

Farmer's Market Closes

IPRF Party in the Park at FHC

October 14:

Marfan Walk to Victory at Dillon Park

October 20:

Donuts for DC at FHC

October 26:

Family Halloween Party at FHC



Noblesville Parks and Recreation Board Minutes September 5, 2018

MEMBERS PRESENT: Steve Rogers, Laurie Dyer, and Carl Johnson.

OTHERS PRESENT: Brandon Bennett, Director; Mike Hoffmeister, Assistant Director, Abigail Hash, Board Secretary; Nicole Haberlin, Director of Recreations;

CALL TO ORDER: Meeting was called to order by Steve Rogers at 6:01pm. Mr. Johnson seconded, the motion was approved unanimously.

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

APPROVAL OF MINUTES of August 1, 2018. Steve Rogers asked for the approval of August 1, 2018 minutes. Mr. Noel moved to approve the minutes for the August 1, 2018 Board meeting as presented Mrs. Dyer approved and Mr. Johnson seconded this motion. No further discussion was held and the motion passed unanimously.

FINANCIAL:

Approval of Claims for September 11 and September 25
 Mrs. Dyer moved to approve claims as presented, Mr. Johnson seconded. Claims were passed unanimously.

2. Transfers and Appropriations: None

Reports

- 1. Recreation Report
 - a. Nichole went over the Recreation Report (see attached). We started the Miller Explorers programs, we have had some interest and know it is going to increase, so we are very excited about the growth we should expect. At Ivy Tech we have started a fiscal year, so although the numbers look low, we are doing great for the beginning of the year. We also have some great revenue coming out of Ivy Tech, these rentals are also yearly rentals.
- 2. Director of Golf Report
 - a. Mike Hoffmeister spoke, Gary Deakyn is out of town. Please see attached golf report. For the month of August golf is going very well. We are just shy \$2000 from where we were this time last year, but ahead of the years prior to last year. We still have a golf position open and are excepting applications. We are also going through aerification this week, Brandon Bennett and myself have been out assisting. We had over 9 inches of rain in August, so our numbers are looking great.
- 3. Assistant Director Report
 - a. Mike Hoffmeister gave the report, we have had over 80,000 attendees are our park this year. We had our Flick-and-Float for the first time with the Forest Park Aquatic Center, about 200 people attended. Next Tuesday, Sept 11, all Parks staff will be out of the office for a day of service. We are going to be going out to help out at the Good Samaritan

Network and then in the afternoon we are going to go do some high ropes course. Because of this our office will be closed on September 11th. We are also looking forward to the events coming up in September which are listed on the Agenda.

OLD BUSINESS

- 1. Board to consider change order 2 for Finch Creek Park
 - a. Brandon Bennett is requesting Change Order for Finch Creek Park. This change order will add the shared parking lot and add back in the pared down maintenance building and site, and change up the specs on the bollards being used. Myers bid came in substantially lower than Lauth prices. The Parks and Recreation Department is only responsible for 60% of the \$288,000, the other 40% will be reimbursed by Klipsh Card. We have redesigned the maintenance building to bring it within budget. This design is still full functional and will provide for our needs immediately. Mr. Rogers asked how we are now able to add these back after we had to cut them to stay in budget. Mr. Bennett informed them that we cut enough that we were very far under budget, because we were so far under budget we were able to add these back in. Right now we are currently working on earth work, about three to four more weeks. Our focus is the entrance into the field house and the northern entrance. We are currently on time with both of them. September 29th is the Grand Opening of the field house. Mr. Johnson moved to approve Change Order 2, Mrs. Dyer seconded. No further discussion was held and the motion passed unanimously.

NEW BUSINESS

- 1. Board to consider change Agreement with Magic Ice
 - a. Brandon Bennett discussed the new layout (attached). The Parks Dept. is requesting to lease a fully functional ice skating rink to be installed at Federal Hill Commons for the publics use from December to early January. The agreement with Magic Ice, USA is they will install a 5'6 x 100 fully functional ice rink which is 1000 sq. ft. bigger than last year's rink. The cost of the rink, equipment, and 300 pairs of skates is \$107,000. We will be charging for skate time and rental to recover the cost to Magic Ice, USA. We are also seeking local sponsorship to help offset the cost. We moved the chiller to open up the front side of the rink as well as other ways the staff is looking to enhance the experience at the park. Mike Hoffmeister is working with a concessioner to run the concessions and take control of that. The other thing we are looking at with having Gary Deakyne along with Pam who runs the pool take over the daily running of the ice rink. They will be hiring, scheduling, and managing. We feel even with this addition we will be ahead. We are also in the talks with an arbor company about putting a Christmas Tree down by the Rink and the Rec team is putting together a bunch of programs for our citizens. We had a lot of positive feedback, but the rink was small. This year with the bigger rink it will help us quite a bit and some great weather. We will also be putting out a policy that if the weather is below 15 degrees we will not be open. The cost of the rink is a little more than last year due to the increase in size. Kristi Spehler may have found a sponsor that may want to put their name and donate the skate aids. We have our partnership again with Rouff Mortgage Center. We are not using the Zamboni, it proved to not be very effective. So we are looking into putting our own piece of equipment out there and then replace the ice with our own equipment as well. We are also opening up a weekend earlier. Last year we opened up on Black Friday, we are going to try to get ahead of that this year, but having better weather weekend. The City is moving the Christmas Parade and other events so we will be moving our programing around these events. Hamilton Town Center is doing an ice rink as well, however they are using slippery plastic. We don't expect that to have any impact on us. Mrs. Dyer moved to approve the Agreement with Magic Ice, Mr. Johnson

seconded. No further discussion was held and the motion passed unanimously

With no other business to discuss, Mrs. Dyer made a motion to adjourn and Mr. Johnson seconded this motion. Mr. Rogers adjourned the meeting at 6:31pm.

Next meeting: Wednesday, October 3, 2018, The Green Room @ Federal Hill Commons, 6pm

Abigail P. Hash, Secretary

Steve Rogers, President

Fund Report

Date: 09/12/2018 03:30:56 FUNDACCOUNTS.FRX

Page: 1

All Funds For the month of August 2018

Grouped By Bank
Ordered By Fund

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Date: 09/12/2018 03:30:56 FUNDACCOUNTS.FRX

Fund Report

All Funds

For the month of August 2018 Grouped By Bank Ordered By Fund

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2018	184331	CAVE AND COMPANY PRINTING	108020390.100		19571	1657.75	
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/2018	184491	LOWES CREDIT SERVICES	108020220.100	PRKS/MAINT&ADMI - GEN OPER SUPP	12948	62.26	
72018	184296	BRANDON BENNETT	108020221,100		MILEAGE REIMB	486.69	
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/2018	184486	PLYMATES IMAGE MATS	108020361.100	PRKS/MAINT&ADMI - FACILITY MAINT SERV	2781956	62.11	
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/2018	184303	SWEITZERS BUSINESS SOLUTIONS	108020431,100	PRKS/MAINT&ADMI - OFFICE FURN	1796648-0	458.38	
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Page: 16

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Page: 17

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Page: 18

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Page: 19

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Fiscal Officer	PAYABLE VOUCHERS
	ALLOWANCE OF ACCOUNTS PAYABLE VOUCHERS

CITY OF NOBLESVILLE

pages and except for accounts payables not allowed We have examined the Accounts Payable Vouchers listed on the foregoing Register of Accounts as shown on the Register such accounts payables are hereby allowed in the total amount Payable Vouchers consisting of of\$ 28,110.09

Dated this 3 day of OCTODER

Signatures of Governing Board

\$ 131,539.04- Golf 16,481.00- Rec. NRO - REVENUE

\$ 148,020.04- TOTALS

71,512.60 - Golf NRO - DISBURSED

109,963.28- TOTALS

38,450.68 - Rec.*

NRO - BALANCE

- Rec (\$ 155,446.98) - Golf \$ 23,404.88

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NRC -- REVENUE

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3,781.88- TOTALS

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0.00- Finch Creek PILOS

40,746.76- TOTALS

NRC - BALANCE

\$ 74,276.34- Reg NRC

\$ 11,202.01 - DuPont

2,201.16 Finch Creek PILOS

87,679.51- TOTALS



NOBLESVILLE PARKS AND RECREATION REPORT SEP 2018

<u>Enrollment:</u> 204 enrolled in September programs, which is 33 more than last month and 36 less than last year in Sep. However, we have multiple punch passes users but current do not have a tracking system of how many punches are used each month. There were 25 classes offered, 16 classes run. These class numbers do not include explorer classes we offered 20 classes for 4 schools. We had 9 classes run for the second month of After School Programs. We are hoping for steady numbers and continue to work on quality to insure the children love it. We have also had more than 500 participants in the movies series guesstimating about 954 program participants seen this month.

Recreation Annex Re	entals	(July 1	, 2018	<u>– Present)</u>	Reserved
Atrium/Auditorium	\$10,530	60%	=	\$6,318.00	
Auditorium Staffing	\$645	0%		\$645.00	
Gyms	\$2,000	50%	<u></u>	\$10,000	
Gyms	\$6,095	80%	=	<u>\$4,876</u>	
Gross	\$37,270	Parks		\$21,839 Parks	3 Net

POS Pickleball	(September 18 to Present) - Starts September	
Sports Drop-In	\$50.00	
Sports Passes	\$35.00	
Dance Drop-In	\$105.00	
Dance Passes	\$500.00	
Fitness Drop-In	\$40.00	
Fitness Passes	<u>\$90.00</u>	
	\$820.00	

Miller Explorers	(August till Present)	Enrollments
Explorer Participants	•	35
Student Participants		17
Scholarship Earned for Explorers		\$85.00

Auditorium

ISTA	Conference	October 19-20
Middle East Middle School	Show	Nov 3-4
Attic Theater	Performance	Nov 8-17
Our Lady of Grace	Show	December?
Edward Zlaty	Music	December 21
ISTA	Conference	March- Request
Hope Inc	Show	March -Request
Hope Inc	Show	May -Request
Hope Inc	Show	July -Request

Rec2Go

September 20	Bubble Soccer	Noblesville High School
September 25	Bubble Soccer	Noblesville High School
September 25	Fair	Oasis Open House at Annex
October 10	Bubble Soccer	Girl Scout

Park Program Participation Numbers

Program	Days/Date	Time	Location	Enrollment	
Adult					
Ball Room	Mondays	6:30-9:15pm	Inn-Main	14	+8
Nature Photography	Saturday	10:30-12:00	Forest	0	0
Pickleball Tournament	Thur/Sat		Annex	6	Start of Season
Anyone Can Paint	Friday		lodge	6	New
Fitness					
Yoga	Mon-Thurs	Various	Lodge	14	+2
Pilates	Mon & Wed	Am-PM	Inn	6	-2
Boot Camp	Mon & Wed	6:30-7:30pm	NWMS	6	-2
Youth Programs					
Tumbling	Tuesdays	5:30-6:15pm	Lodge	5	+1
Karate	Tuesday	6:00-6:45p	lnn	1	+1
Lego League	Mon	6:00pm-7:00pm	Lodge	2	+2
Parent Night Out	Friday	6:00pm-9:00pm	Lodge	12	-8
Safe Sitter	Saturday	9:00am-3:00pm	Lodge	10	-6
T-Birds	Monday	5:30-6:30p	Dillon	8	+8
Littles	Wednesday	10-11	Lodge	0	0
Pokemon Go Hike		6-7p	Forest	0	New
Miller Explorers	Mon-Fri	3:45-5:30	NS	27	+10
Girl Scouts	Saturdays		Annex/	55	
	и0		Lodge		
Family					
Drop –In Programs					
Social Dance	Tuesday		lnn	12	:Punch 3
Fitness			Lodge	13	Punch 1
Pickleball			Annex	7	Punch 1
			Total	204	

What's to come:

- Partnership with Oasis- 50 plus programing- Open house September 25th Annex 1:00-2:30pm
- College Gym Floor- hope to be complete by Oct 1
- Partnership being looked through with Noblesville Athletic Development Camp
- Creating Conservation classes with Boy Scouts and The Nature Conservancy in Indiana
- New Contractor- Curvy Girl Studios offering 16 new classes to our schedule for Adults and Children.

Noblesville Park Board

Wednesday, October 3, 2018

Subject:

Board to consider Change order #3 for Finch Creek Park.

Applicant:

NA

Agenda Item:

Old Business 2

Summary:

Board to consider change order 3 for Finch Creek park adding back in additional aspects of

the park construction.

Recommendation:

Staff recommends approval of the approval of change order as provided.

Prepared by:

Brandon Bennett, CPRP, Director

Department of Parks and Recreation

City of Noblesville

bbennett@noblesville.in.us; 317-776-6350

Park Terms and Definitions:

Summary:

Staff is recommending change order 3 for Finch Creek Park. Change Order #03:

COR#1, Bridge Rehab (No Trails) \$ 37,920.00

- Adding the old farm bridge rehabilitation back into the project. This was originally bid as an alternate, but not accepted at that time. This scope includes the bridge rehab structural renovation, new decking, new railing, etc. and concrete approach areas.
- B. COR#4, Lime, Shared Parking \$ 24,584.00
 - Inspection and proof rolling resulted in soft subgrade areas needing additional stabilization. Given the importance and timing of the entry drive and shared parking lot, Parks elected to act on this quickly to ensure a solid subgrade and maintain schedule.
- C. COR#5, Modification, RFI 04 \$ 1,889.00
 - Includes additional field survey and earthwork in regards to adjusting elevations for a pipe under the north entrance drive.
- D. COR#6, Modification, RFI 07 \$ 1,793.00
 - Includes additional field survey and earthwork in regards to adjusting grading in and around a fire hydrant near
 the park trail along Boden Road. The f.h. elevations were not ideal due to design changes after elevations for the
 water line/ fire hydrants had to be set during the Fieldhouse Earthwork preparatory construction in 2017.

This change order is within budget and allows us to continue to move forward on construction of these facilities.

Background:

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

Recommendation:

Staff recommends approval of the change order as presented.

Noblesville Park Board

Wednesday, October 3, 2018

Subject:

Board to consider Charters of Freedom install at Federal Hill Commons.

Applicant:

NA

Agenda Item:

New Business 1

Summary:

Board to consider a Charters of Freedom installation at Federal Hill Commons that will be feature the Declaration of Independence, Bill of Rights and Constitution as a monument

and public display of art.

Recommendation:

Staff recommends approval to proceed 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:

Mayor Ditslear was approached for a location of the Charters of Freedom monument to be located in Noblesville. He has requested that this monument be displayed at Federal Hill. This monument will feature the Declaration of Independence and the United States Constitution and Bill of Rights on display for public consumption and education. This monument is entirely paid for by a not for profit organization, Freedom Forward, and has no cost to the city besides the space that it will be located. Attached is a photo of what the monument will look like as well as the location we are proposing that it be located. With the activity at Federal Hill and it's history, it is a very fitting place for such a prestigious monument. The plan is to install it in the spring and unveil it during an event in May of next year. It will add a new and appropriate piece of art and education at no cost to the taxpayer and enhance the art opportunity at Federal Hill Commons. The Mayor has given his letter fo intent for the project to happen at Federal Hill

Background:

Federal Hill was designed with art as a feature of the park. This piece allows for another opportunity for art in the park and for it to become an educational location for our citizens and visitors.

Recommendation:

Staff recommends approval as presented.





Foundation Forward, Inc.

227 Main Street West Valdese, NC. 28690

Noblesville, Indiana, Hamilton County Mayor, John Ditslear

September 6, 2018

Re: Hamilton County, Indiana Charters of Freedom

Letter of Intent

Whereby a presentation was made by Foundation Forward, Inc. to Mayor John Ditslear on July 25, 2018, and approval was granted by the City of Noblesville, Indiana to accept the Hamilton County Charters of Freedom gift from Foundation Forward, this Letter of Intent is presented.

By this Letter, Foundation Forward, Inc. affirms its intent to gift to The City of Noblesville for the use by the Children and Citizens of Hamilton County, Indiana a brick and Indiana limestone Charters of Freedom Setting replicating the display in The National Archives in Washington, D.C.

This three-part setting will consist of The Declaration of Independence, The United States Constitution, and The Bill of Rights, to be placed on the grounds at Federal Hill Commons in Noblesville, Indiana. This site was selected by The City for its central location, high visibility, high foot traffic, and easy access by school children, veterans, and all citizens of Hamilton County.

All funds for this project will be kept in a bank account in Noblesville, Indiana under the account name "Hamilton County Charters of Freedom." Foundation Forward will make account information and updated amounts available to the Noblesville Mayor and City Council upon request. Vance and Mary Jo Patterson will make the initial deposit into the account in the amount of \$1,000. This \$1,000 and additional deposits will be used to cover the costs of constructing the brick and limestone setting.

Upon the return Letter of Intent from The City of Noblesville, Indiana, stating their intent to accept this gift to be located at Federal Hill Commons, the process will begin with the ordering of materials, scheduling of construction, and coordinating of Community Support. The City of Noblesville will be responsible for site preparation and landscaping, if any, following the completion of the setting. The targeted completion date will be 60 days after the receipt of the Letter of Intent. Planning for the Dedication and Gifting Ceremony will be concurrent with the construction.

Foundation Forward, Inc.

By: Date:


September 24, 2018

Proposal / Agreement for Design and Planning Services for the

Master Plan Development for the Nickel Plate Express Rail Station in Forest Park, Noblesville, Indiana

This agreement defines the scope of Design and Planning Services

Between the Client: Noblesville Parks (hereinafter referred to as Client) c/o Brandon

Bennett, Director, 701 Cicero Road, Noblesville, IN 46060

and the Landscape Architect: Lehman & Lehman, Inc. (hereinafter referred to as Landscape Architect)

510 Lincolnway East, Suite C, Mishawaka, IN 46544

for the following project: Master Plan Development for the Nickel Plate Express Rail Station in

Forest Park in Noblesville, IN

As a follow-up to your request and our recent site visit, let this document confirm our Proposal for Professional Services related to this project. *Lehman & Lehman, Inc.* (landscape architects, planners, placemakers) is pleased to submit this Proposal of Professional Services to Noblesville Parks for the design and planning of a Master Plan for the Nickel Plate Express Rail Station area in Forest Park, Noblesville, Indiana. For additional rail and station planning assistance for the project we have included *Antero Group, Inc.* – Civil Engineers, Planners and Transportation Consultants as a sub-consultant to our project team.

FACILITY BACKGROUND AND PROJECT SCOPE

The project site is that of the abandoned 5+ acre complex of the former Indiana Transportation Museum (ITM) within Forest Park in the City of Noblesville, IN. This site is adjacent to the Hoosier Heritage Port Authority Railroad. The Hoosier Heritage Port Authority is a quasi-governmental organization in the state of Indiana. It is the owner of a Heritage railway, operated by the former Indiana Transportation Museum,

over the former Norfolk Southern trackage from Tipton, Indiana, to Indianapolis, a distance of 37 miles. The former ITM site contains several rail spurs into the site. Despite the departure of the ITM, several rail cars and rail yard accessories still occupy the site. The site also includes several buildings including a former rail depot building and warehouse/storage facilities. The site carries high visibility within the park being located adjacent to the main roadway. While this project



site area carries significant clean up requirements, the City of Noblesville, through its Park Department (Client), desires to have this site studied for a compatible new use. This use should be complementary to the historic aspects of Forest Park and with the railway infrastructure. It is the desire for this development to serve as a destination draw for the region that carries economic impacts.

To the south of this study site is a proposed historically significant area currently being planned and branded as Carousel Corner. The Carousel Corner development has several historic components that already attract users and visitors on a regular basis, including a "Little Beauty" Carousel, Tom Thumb Mini Golf Course, and a historic train station depot. The Carousel Corner master plan calls for additional enhancements allowing for unique venues of entertainment and activities.

The Client desires a future development of the ITM site that would take advantage of the adjacent rail line and infrastructure, and complement the historical significance of Forest Park

The Nickel Plate Express, a train excursion venue, is currently developing various themed tours in Hamilton County on the railways north of Forest Park. The Nickel Plate Express is interested in a significant rail station presence in the area of the former Indiana Transportation Museum (ITM) site. Excerpts from a White Paper prepared by the Nickel Plate Express in reference to this project are noted below:

What if we had a blank sheet of paper to support redevelopment of Forest Park's west side?

For almost 100 years, Noblesville's 150-acre Forest Park has served as a regional attraction offering everything from trails and golf, to skateboarding and its iconic "Little Beauty" carousel. Throughout its history, railroad tracks have skirted the west side of the park, delivering everything from freight to passengers.

How can a fresh look at the railroad history of this park add to its vintage charm while bringing it forward for a future generation? A railroad-themed park section could offer a wide variety of experiences for multiple generations – something truly unique to propel this regional destination into a national one while providing local residents the same quality experience it has long enjoyed.

Experiences could include, but not limited to:

With the current restoration of the line from Atlanta to Noblesville, the park could be anchored by a new train experience using quality equipment reminiscent of the great romantic railroad travel era in the 1940s and 1950s. The current Hobbs station should be renamed – possibly through naming rights -- used as the center of the train ride experience as well as serving as the programming center.

Other "big idea" train experiences could include:

- A. Themed seasonal train rides, with an emphasis on quality experiences and holidays. Primarily offered Fridays and weekends, the rides could be extended to other weekdays during certain periods as demand warrants or for special charters.
- B. A quality train dining experience which also could include wine, beer or bourbon tastings. Partnering with a stellar restaurant, this could be a premiere offering.
- C. Unique shorter ride experiences could utilize the trolley track with one or more cabooses. The cabooses could also be used for birthday parties and other functions. Long-term, funding could be sought to also provide a restored trolley experience of the interurban era over this track to capture Indiana's "interurban legacy".

- D. Nearby flat boat or other water experience rides on the White River could recreate the pioneer days with authentically recreated boats accessed near the bridge over the White River at Noblesville. Tied to the ambitious White River project and open up Noblesville's river frontage to additional attractions. They could serve as daytime family fun, but also be lighted in the evenings for a truly unique experience after dinner on the Noblesville square.
- E. A movable stage created from a railroad flatcar could complement Federal Hill Common theater productions for major events up and down the railroad, but complement events in Forest Park. A flat car would be 40-50' in length, 10' wide, and can accommodate musical groups of various sizes and be wired as such to supply power for amplification.
- F. A multiple-community 12-mile railroad themed linear park, with Noblesville as its "trail head" could also tie in the communities of Cicero, Arcadia and Atlanta. Each community would focus on complementing rather than competing with the other in a large-scale coordinated redevelopment initiative:
 - Redevelopment of the Cicero "NRG factory site" adjacent to the library and softball fields in Cicero as a train station with shops to support the nearby area as well as passengers from the train.
 - 2. Dinner trains from Cicero to Noblesville and vice versa, to support the quality restaurants located in these two communities.
 - Add a linear park extending west from the historic Arcadia depot, currently under revitalization,
 with a master plan for redevelopment of the downtown to support the park and also provide local
 residential amenities for children to enjoy.
 - 4. Continue to build investments already made in Atlanta to support the downtown plaza, community center, Mr. Muffin's Train shop, Choo Choo Café, Earth Festival and other business developments to come.
- G. Rebuild railroad boxcars as galleries with regional and national partners such as Conner Prairie, the Indiana Historical Society or others to showcase railroad history and current uses, and why they contribute to Indiana's economy. Well-designed interactive but low-maintenance displays can could hold younger people's attention.
- H. Model railroad clubs could be sought to build in other box cars to serve as another attraction and build audience. Partnerships could focus on reciprocal arrangements for use of space and demonstrations.
 - a. Railroad freight equipment could serve both as museum studies and public art, if appropriately designed into the scheme, such as a tank car and covered hopper cars. The work of landscape architect Lorna Jordan can help tell the story while also aesthetically supporting the space.
- I. Shelters made of vintage box, freight or passenger cars can offer places for pop-up shops, picnics, birthday parties and other events. An 80' passenger car has roughly 700 square feet of usable space inside and could easily accommodate 40-50 people. Alternately, shelters could be purpose built to look like railroad passenger cars (such as those used at McCormick-Stillman Railroad Park in Scottsdale, AZ) or a platform at the station.
- J. A working demonstration center utilizing the existing railroad shop building could allow visitors to watch equipment being maintained, much as is done at the John Deere Museum in Illinois. Plexiglas windows could offer a window into this fine trade. Partnerships with Ivy Tech Community College could allow for the teaching of diesel mechanics.

CASE DEVELOPMENT

After creating a vision plan, work with the Noblesville Parks Foundation and a professional fundraiser to determine feasibility and build a case for possible naming rights to certain areas, and determine funding pyramid (public vs. private funds). Establish a phased-in approach outlined below.

PHASE I - PROPOSED SHORT TERM DEVELOPMENT GOALS

- A. Clear unnecessary rolling stock from Forest Park through sale and removal by truck, or scrapping. Assess equipment in good enough condition for repurposing or remove parts for safe, behind-the-scenes storage. Build into the design of the landscape and only retain those pieces of equipment that can be improved upon and utilized.
- B. Repaint and rename Hobbs Station, seeking naming rights sponsor. Assess possible uses for the station, and consider a platform expansion of some kind as part of the landscape plan.
- C. Install, as part of the depot/additional space plan, a platform station and stage with public art in the form of baggage cart, milk cans and cases near the depot to dress up the area and pay tribute to its history.
- D. All weeds and vegetation will need to be treated and cleared away. Improve fencing.
- E. Assess existing parking lot and future needs on the site near Hobbs Station and the area behind the large shop building. Gravel is adequate for short term needs but determine what is in the best interest of the park.
- F. Assess plumbing access and design short-term or long-term goal of installation of additional restroom space.
- G. Identify equipment for future display and develop a budget and timeline for restoration.
- H. Work with a professional firm to develop a plan, time line and budget for conversion of one or more box cars to become permanent galleries for railroad history. Seek potential partners for this project.
- I. Identify one or more passenger cars that can easily be concerted to park shelters for parties, etc., that Forest Park can rent for parties and other events.
- J. Use the existing shop as a maintenance base for Nickel Plate Express equipment. Build a pit on one track. Improve lighting. Long term, install a hard surface to keep down dust and dirt for a better work environment and provide for better climate control.
- K. Find one or more people with historic equipment willing to allow us to use their equipment for caboose rides or interurban or trolley rides.
- L. Determine feasibility for a series of playground installations that pay tribute to the railroad theme, and other design elements to connect the pieces. Most of the areas would be free and available for public use, and determine how that fee-vs.-free structure would be handled.

PHASE II - PROPOSED LONG-TERM DEVELOPMENT GOALS

- A. Build station platforms at each station along the 12-mile route using stamped/colorized concrete designed to replicate bricks which were widely used. Madison Railroad has used railroad themed tie ins to enhance the railroad "look" which we could emulate.
- B. Build out the railroad artifacts (box cars) to include galleries with interactive exhibits.
- C. Create a continuity of design with all stations to evoke a modern feel that has longevity but pays tribute to the history of the line.
- D. Consider purchase of a vintage trolley from Gomaco in Iowa. An open trolley that can be used during the summer on the trolley track would be extremely popular for short trips.
- E. Add the connection to the flat boat or canal boat along the White River. Perhaps add a historic interpretive element to show how important rivers and canals were to Indiana before the railroads arrived.

Letter of Proposal/Agreement • Master Plan Development for the Nickel Plate Express Rail Station in Forest Park, Noblesville, IN • Copyright 2018 © Lehman & Lehman, Inc. • September 24, 2018 • Page 5 of 10

The Client is interested in the study and development of a site master plan and in working with the Nickel Plate Express group using their vision (noted above) as a guide for the planning.



A drone view of a portion of the Study Site

PROJECT APPROACH

The Landscape Architect suggests that the approach to the project be in two (2) steps...

Step One - Work Session with the Stakeholders to define project work scope

The first step of the master plan development will be a work session with the Client and their team, representatives from the Nickel Plate Express and the Landscape Architect's project team. This work session will be to discuss and review the following aspects of the project:

- Status of the Project Site, its clean-up and what assets and facilities will remain
- Participants will walk through the project site for discussion and a better understanding of the site conditions
- The Landscape Architect will develop an initial site plan that will be used in the discussion of the planning vision during this work session
- Discussion on the potential for new uses and incorporation of components with the existing and proposed venues within Forest Park
- Consensus on the master plan components and the makeup of the Master Planning Advisory
 Team that will work with the Landscape Architect and Client in the development of the master
 plan
- Define the project's deliverables, time schedules, etc.

Step Two - Development of the Master Development Plan

Using the findings and direction from the Planning of Step One the Landscape Architect and project team will define in writing the work scope of Step Two. This approach will include the following components:

- Define the Planning and Stakeholder Project Team
- Establish a schedule for the project that will include work sessions, progress reviews, and presentations
- Anticipated deliverables will include site plans, renderings, probably construction cost estimates, and a master plan document for the Client's use

Project Assumptions – The following is a list of project assumptions as understood by the Landscape Architect.

- 1. The Client will provide the Landscape Architect with site information of the project area that will include topographic survey, utility information, any related easements / legal boundaries, etc.
- 2. If additional topographic survey or geotechnical investigation is required for the project such services will be in additional to the fees stated within this Proposal/Agreement.
- 3. The Client will provide complete studies, reports, plans, plats or data that may be of assistance, including utility plans, easements, and geotechnical and engineering reports. Also, current or proposed campus improvements adjacent to this project site will be provided to the Landscape Architect.
- 4. The Client will provide the Landscape Architect with site and construction documentation and facility plans for the existing site plan (in CAD format).
- 5. The Client will provide the coordination of meeting space and invitations of members of the stakeholders and Client's administrative team for various project meetings and events.
- 6. Should schedule change or project be put on hold, all costs incurred up to that time will be billed to and paid by the Client.
- 7. Any services beyond the scope of work will require a contract change order between the Client and the Landscape Architect.
- 8. Additional scopes of work and related fee and costs will have to be approved by the Client prior to the Landscape Architect performing work.

Exclusions to the Project Work Scope – The following components are **not** a part of this project work scope: site topographic and boundary survey, Phase One Environmental Review, and GeoTechnical Study.

PROJECT SCHEDULE:

The Landscape Architect will work with the Client's schedule. It is anticipated that the design and plan preparation services can begin immediately after receiving a notice to proceed. It is anticipated that the planning would begin immediately and is anticipated to have the Step One work scope completed by October-November with the anticipated start of the Step Tow work scope beginning in November with the master plan completed by December 2018 or January 2019.

COMPENSATION

Steps One and Two for the Project

Services for this Project Scope, described above, will be on an Hourly Rate – Not to Exceed Basis as follows:

Eighteen Thousand Dollars-----\$18,000.00

Related expenses (include prints, photos, maps, project-related expenses, etc.) would be in addition to the above fee and are anticipated not to exceed:

Six Hundred Dollars -----\$600.00

The Landscape Architect will review the budget for Step Two and will confirm with the Client that the remaining budget will cover the services for Step Two of the project. The Agreement is between the City of Noblesville – Parks (Client) and Lehman & Lehman, Inc. (Landscape Architect) for this particular project described herein. For services performed above and beyond those noted above, the Client will be billed at the Standard 2018 hourly rates as follows:

Lehman & Lehman, Inc. Staff:

(1)	Principal Landscape Architect	\$140.00/hour
(2)	Project Landscape Architect	
(3)	Project Landscape Architect Level II	\$95.00/hour
(4)	Project Landscape Architect Level I	\$80.00/hour
(5)	Graduate Landscape Architect Level I	\$70.00/hour
(6)	Technical CAD Designer	\$75.00/hour
(7)	Intern Landscape Architect Level I	
(8)	Clerical Staff	\$45.00/hour

These rates are subject to review and may be changed at the beginning of each calendar year.

1) REIMBURSIBLES:

a) The Landscape Architect will bill reimbursable costs to the Client without a mark-up. Reimbursable expenses entail travel mileage, long distance calls, reproduction costs, photographic documentation, mailing, delivery, and handling of documents or other similar expenses incurred by the Landscape Architect in the interest of the Project as well as expense of additional insurance coverage or limits, requested by the Owner in excess of that normally carried by the Landscape Architect or the Landscape Architect's consultants.

2) STANDARD TERMS AND CONDITION:

- a) The Standard Terms and Conditions, as set forth as Exhibit "A", are incorporated hereinto and made a part of this proposal agreement. The Owner/Client referred to in the Standard Terms and Conditions means the City of Noblesville Parks.
- b) If the Client shall violate or breach the terms or conditions of this contract, the Client shall pay all costs and expenses including any attorney fees incurred by the Landscape Architect in connection with its exercising his rights or remedies he may have under this agreement because of such violation or breach.

Letter of Proposal/Agreement • Master Plan Development for the Nickel Plate Express Rail Station in Forest Park, Noblesville, IN • Copyright 2018 © Lehman & Lehman, Inc. • September 24, 2018 • Page 8 of 10

Approvals

Your signature below will indicate your approval of this Letter of Proposal along with the terms and conditions stated herein. Please return one (1) signed copy to our office and retain the other copy for your records. An AIA STANDARD FORM OF AGREEMENT may be prepared in accordance with the above work scope. Your acceptance will serve as our notice to proceed. We appreciate this opportunity to be of service to you, and look forward in continuing our relationship with Noblesville Parks as your partner in this project. We value you as a client and will strive, with you, to meet your goals. If this Letter of Agreement properly sets forth the scope of the planning and design services, please countersign below so we can begin work on your project.

Thank you for the opportunity to submit this proposal. We look forward to working with you. If you have any questions please do not hesitate to contact us.

City of Noblesville & Parks Department

Date: 10-3-18

APPROVED:

Landscape Architect and President / CEO Lehman & Lehman, Inc.

/pgg

Appendix

The following pages include:

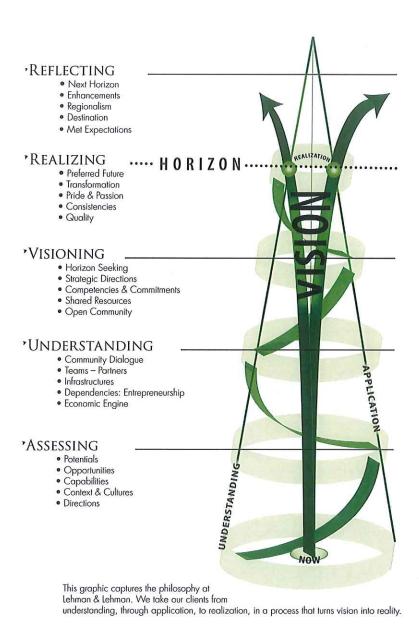
Dugo Solman

Charles F. Lehman, ASLA, PLA, FRSA

- Envisionment Model of Lehman & Lehman, Inc.
- Lehman & Lehman, Inc.'s Standard Terms and Conditions
- Link to our Firm's Web site: www.lehmanandlehman.com
- Background Information on Sub-Consultant, Antero Group, Inc.

Appendix - Envisionment Model® Copyright © 2018 Lehman & Lehman, Inc.

ENVISIONMENT





Lehman & Lehman, Inc.'s Standard Terms and Conditions

1. Access To Site:

Unless otherwise stated, Landscape Architect will have access to the site for activities necessary for the performance of the services. Landscape Architect will take precautions to minimize damage due to these activities, but has not included in the fee the cost of restoration of any resulting damage.

2. Terms and Acceptance:

The terms of contractual Agreement are subject to and incorporate the provisions of Landscape Architect's proposal if attached. In event of any conflict, the terms of the accompanying proposal shall govern. By signing this Agreement the client acknowledges acceptance of the attached proposal and the conditions set forth in the contractual agreement.

3. Changes In The Work:

If the scope of work changes during the progress of the work, Landscape Architect will inform Client of such change and will submit an additional cost for such work. Upon approval by the Client of the change in scope additional cost, Landscape Architect will proceed with the added work.

4. Invoices/Payments:

Invoices for Landscape Architect's services shall be submitted, at Landscape Architect's option, either upon completion of such services or on a monthly basis. Invoices shall be payable within 30 days after the invoice date. If the invoice is not paid within 30 days, Landscape Architect's may, without waiving any claim or right against the Client, and without liability whatsoever to the Client, terminate the performance of the service.

5. Late Payments:

Accounts unpaid 30 days after the invoice date may be subject to a monthly service charge of 1.5% on the then unpaid balance. In the event any portion of an account remains unpaid 90 days after billing, the Client shall pay all costs of collection, including reasonable attorney's fees.

6. Certifications:

Guarantees and Warranties: Landscape Architect shall not be required to execute any document that would result in its certifying, guaranteeing or warranting the existence of conditions whose existence Landscape Architect cannot ascertain.

7. Ownership of Documents:

All documents produced by Landscape Architect under this agreement shall remain the property of Landscape Architect and may not be used by the Client for any other endeavor without the written consent of Landscape Architect.

8. Limitation of Liability:

No employee of Landscape Architect or Sub-Landscape Architect shall have liability to Client. Client agrees that, to the fullest extent permitted by law, Landscape Architect's total liability to Client for any and all injuries, claims, losses, expenses or damages whatsoever arising out of or in any way related to the Project or this Agreement from any clauses including, but not limited, to Landscape Architect's negligence, error, omission, strict liability, or breach of contract shall not exceed the total compensation

received by Landscape Architect under this Agreement. If Client desires a limit of liability greater than provided above, Client and Landscape Architect shall include in the Agreement the amount of such limit and the additional compensation to be paid to Landscape Architect for assumption of risk.

9. Indemnification:

The Landscape Architect agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Client, its officers, directors and employees (collectively, Client) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by the Landscape Architect's negligent performance of professional services under this Agreement and that of its sub-Landscape Architects or anyone for whom the Landscape Architect is legally liable.

10. Field Observation:

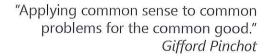
The responsibility of Landscape Architect's field representative is to make field observations. This work does not include supervision or direction of the work of the contractor, his employees, or agents. The Contractor should be so advised. The Contractor should also be advised that neither the presence of our field representative nor the observation by our firm shall excuse him in any way for defects discovered in his work. Any review and/or monitoring of the contractor's performance by Landscape Architect does not include the Contractor's safety measures on or near the construction site. The Contractor will be solely and completely responsible for working conditions on the job site, including safety of all persons and property during performance of the work. This requirement will apply continuously and not be limited to normal working hours. Unless specifically stated in Landscape Architect's proposal. Construction review and/or monitoring is not included in the scope of work.

11. Dispute Resolution:

All claims, disputes and other matters in controversy between Landscape Architect and Client arising out of or in any way related to this Addendum shall be submitted to mediation before and as a condition precedent to other remedies provided by law. No other action may be filed unless and until all mediation procedures have been exhausted. In event that any action is initiated prior to exhausting the mediation procedures, any court of competent jurisdiction shall issue an order staying or dismissing such action until all mediation procedures have been complied with. If a dispute at law arises related to the services provided under this Addendum and all available mediation procedures have been exhausted as provided above, then (a) Client agrees to personal jurisdiction in the State of Indiana.

12. Termination of Services:

This Agreement may be terminated by the Client or Landscape Architect should the other fail to perform its obligations hereunder. In the event or termination, the Client shall pay Landscape Architect for all services rendered to the date of termination, all reimbursable expenses, and all reasonable termination expenses.









CIVIL ENGINEERING

Site Development
Construction Engineering and Management
Environmental and Geotechnical Engineering
Municipal Engineering
Transportation Engineering
Logistics Engineering
Stormwater Management
Regulatory and Compliance Services



PLANNING + DESIGN

Land Use, Zoning
Comprehensive Planning
GIS Analysis and Visualization
Complete Streets and Active Transportation
Green Infrastructure Planning
Hazard Mitigation and Resilience Planning
Community Outreach and Education
Smart and Connected Communities



STRATEGIC CONSULTING

Economic and Workforce Development Government Advisory Services Real Estate Services Funding and Financing Strategies Major Project Delivery Strategic Insights Operations and Change Management Owner Representative Services We envision a world where sustainability, resilience, and equity is business as usual. Our mission is to help our clients thrive by designing projects, policies, and programs that transform the built environment.

ABOUT US

Antero Group is a full service engineering, urban planning, and strategic consulting firm with offices in Chicago, Denver, and Dallas-Fort Worth.

We leverage interdisciplinary teams, creative thinking, and collaborative processes to deliver innovative and effective solutions. And we believe that authentic, long-term partnerships are the best way to deliver projects that create lasting value.

Antero Group anterogroup.com 312.772.5085

Jeffrey Ekegren

Mr. Jeffrey Ekegren, serves as a Senior Project Engineer and Chief Operations Officer for Antero Group. He is responsible for a number of civil engineering projects that encompass a broad range of scopes from roadway design to green infrastructure. He has a strong background in residential, commercial, industrial and capital improvement projects including a multi-million dollar dam rehabilitation project and hospital expansion project.

Andrew Johansson

Mr. Andrew Johansson has over a decade of experience providing economic development and advisory consulting services in the US and Northern Europe. His work focuses on promoting long-term economic impact in communities of all sizes with particular emphasis on financing and measuring the economic impact of large-scale infrastructure developments. Although he is focused on providing value to his clients as a consultant, he has also been published in several academic and professional journals.

Eric V. Neagu

Eric Neagu, PE, LEED AP is a Principal with the Antero Group. Mr. Neagu's 20 years of experience spans public, private and institutional clients. With a background that encompasses civil engineering, urban planning, and economic development, Mr. Neagu has a holistic approach to solving client problems. Mr. Neagu's skills include infrastructure design; economic development analysis; owner's representative; master planning; and cost benefits analysis.

Michael E. Schmitz

Michael E. Schmitz serves as a Senior Project Manager for the Antero Group. Mr. Schmitz has ten years of GIS and planning experience with clients in the public and private sectors. Michael focuses on providing innovative, strategic and visioning planning solutions for small, mid-sized and large cities experiencing challenges related to growth. Michael has been lead GIS consultant on projects ranging from asset and infrastructure planning, to enterprise GIS and public safety solutions for next generation 9-1-1 systems.

Kyle Steffens, PE

Kyle Steffens, PE is a Project Engineer with the Antero Group. Mr. Steffens has more than 20 years of practice in the civil engineering profession including work on residential and commercial developments as well as transportation and capital improvement projects. His capabilities include the design of improvement plans for roadways, sanitary, water, and storm water systems in a variety of jurisdictions. Mr. Steffens has developed robust expertise utilizing AutoCAD Civil 3D and Map 3D software to leverage the preparation of construction drawings, project exhibits, 3D models, and cost estimates. He attained a bachelor's degree in civil engineering from the University of Colorado, Boulder in 1991 and is a licensed professional engineer in the state of Colorado.

Curtis Witek

Mr. Curtis Witek is an award-winning urban planning consultant with eight years of cross-sector experience. His mission is to equip communities with the tools they need to plan, design, and build more resilient and vibrant places. Curtis' work has been awarded several accolades including a Chicago River Blue Award (2017), a ULI/Trkla Award, First Place in the U.S. EPA's Campus RainWorks Challenge, and First Place in the Center for Neighborhood Technology's Sustainability Apps Competition. He has been quoted by the Wall Street Journal and his work has appeared in Journal of Environmental Planning and Management, Planning Magazine (APA), and Stormwater Report (WEF).



Village of Bedford Park, IL

YEAR

2018 - 2019 (in progress)

SERVICES

Planning + Design, Strategic Consulting

OVERVIEW

Bedford Park is a community of 580 residents and 600+ businesses. Over 8,000 people flow into the Village on a typical workday, creating severe congestion and safety challenges. Bedford Park engaged Antero Group, through an Invest in Cook grant, to develop and test First/Last Mile solutions that improve access to jobs for all travelers.

OUTCOMES

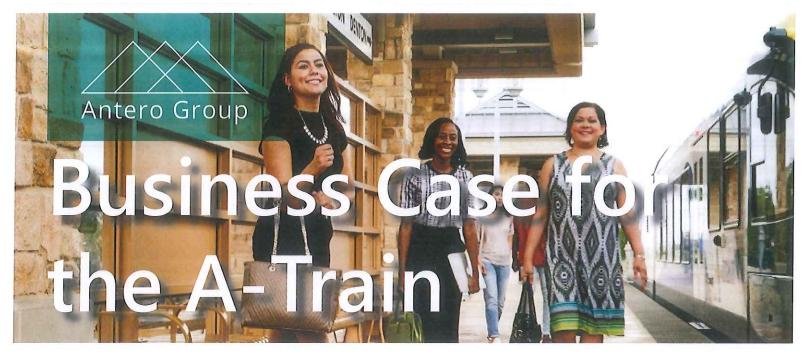
- · A first-of-its-kind multi-modal First/Last Mile Assessment Tool
- Cook County's first mobility study and pilot program focused on addressing first/last commuting challenges in an industrial area
- A Last Mile Resource Group consisting of local stakeholders, business leaders, regional agencies, and industry representatives
- A pilot program that tested a Public-Private Partnerships involving transit agencies and transportation network companies (TNCs)



PARTNERS

- Active Transportation Alliance
- Chicago Metropolitan Agency fo Planning
- Chicago Transit Authority
- Cook County
- Local industry representatives
- Metra
- Regional Transit Authority
- Shared Use Mobility Center
- Southwest Conference of Mayors

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Denton County Transit Authority

YEAR

2017

SERVICES

Planning + Design, Strategic Consulting

OVERVIEW

Denton is a city of 120,000 residents outside of the Dallas Fort-Worth Metroplex in Texas. The Denton County Transportation Authority (DCTA) engaged the Antero Group to analyze potential, less obvious fiscal benefits of the A-train's presence in Dallas-Fort Worth Metroplex.

OUTCOMES

- Antero Group evaluated how the A-train is positioned relative to peer systems to analyze how it compares to larger national trends.
- The final report demonstrated the tax benefits and increased development opportunities that have and may result from continued investments in the A-train corridor.
- This report has been used by elected representatives and municipal staff to make the case for transit investments and has been covered in local media outlets.



THE A-TRAIN HAS HELPED INCREASE DEVELOPMENT:



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St. Joseph County Office of Economic Development

YEAR

2018

SERVICES

Planning + Design, Civil Engineering

OVERVIEW

In 2018, the St. Joseph County Office of Economic Development engaged Antero Group and a team of consultants to develop a comprehensive Master Plan for the Indiana Enterprise Center (IEC). As part of this effort, Antero Group evaluated three potential station locations based on their respective commuter, mobility, economic, and locational benefits. Antero Group then developed a preliminary concept plan for the New Carlisle Station alternative, which demonstrated the highest potential benefits.

OUTCOMES

- · Analyzed the commuter, mobility, economic, and location of three train station locations along the South Shore Line
- · Developed a preliminary concept plan for a Northern Indiana Commuter Transportation District (NICTD) South Shore Line Station in the Town of New Carlisle, IN
- · NICTD issued an Request for Proposals for an New Carlisle Station Feasibility Study

New Carlisle (Alternative A)



Strengths & Weaknesses

Commuter Benefits

Mobility Benefits





Economic Benefits



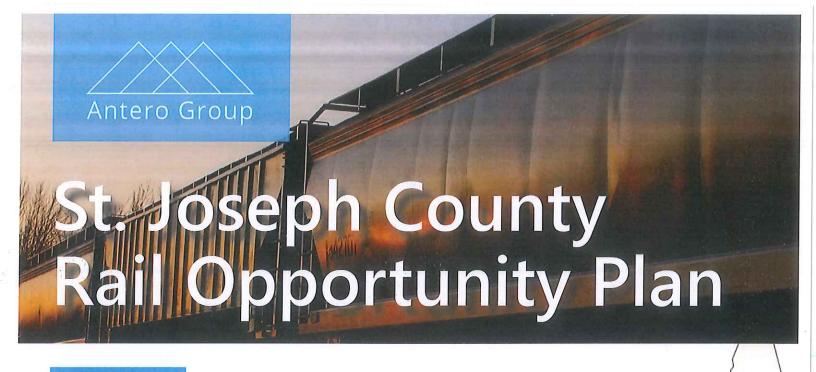




Locational Benefits

Antero Group anterogroup.com Civil Engineering Planning + Design Strategic Consulting

312,772,5085



Avon

Nashville

Birmingham e

CLIENT

St. Joseph County Office of Economic Development

YEAR

2017

SERVICES

Planning + Design, Civil Engineering

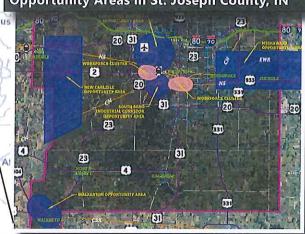
OVERVIEW

In 2017, the St. Joseph County Office of Economic Development commissioned this study in collaboration with the South Bend Regional Chamber of Commerce to identify rail-related opportunities within the County. As this report makes clear, the County has a mix of transportation assets, a diverse economic base, and five opportunity areas with available land for rail-served development, including: New Carlisle, Walkerton, Mishawaka, South Bend Airport, and Southern South Bend.

OUTCOMES

- · A framework for an economic development strategy linked to rail transportation assets in St. Joseph County omery
- · Strategic recommendations for the County's five Prime **Opportunity Areas**
- The formation of a Steering Committee, which continues to be involved in the implementation efforts







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City of Blue Island, IL

YEAR

2015 - 2018

SERVICES

Civil Engineering

OVERVIEW

The Northeast neighborhood in Blue Island Illinois experiences chronic and severe urban flooding due to an overburdened sewer system and area topography. The City engaged Antero Group to implement a \$1M+ Illinois Environmental Protection Agency Green Infrastructure Grant (IGIG). Antero Group preliminary engineering design engineering services, and managed the construction of green infrastructure throughout the neighborhood.



OUTCOMES

W 118-

· A green infrastructure evaluation and decision, matrix tool

MWRD BUMPOUT

- A green infrastructure concept plan and construction documents
- Construction of 8+ acres of bioswales, storm water bumpouts, and native planting, and 17,676 square feet of green alleyways
- Successful implementation of a green infrastructure program that alleviates urban flooding in a flood-prone neighborhood

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Village of Ford Heights, IL

YEAR

2018 (ongoing)

SERVICES

Planning + Design, Civil Engineering

OVERVIEW

Ford Heights is a small south suburban community in Cook County, Illinois. In October 2017, Ford Heights engaged Antero Group to lead a comprehensive planning and community revitalization process and provide municipal engineering services.

OUTCOMES

- Convened the Ford Heights Advisory Team consisting of local, regional, and national stakeholders
- Conducted a rapid assessment of existing challenges and opportunities; developed a community geodatabase
- Secured \$360,00 in funding within the first six months of planning to implement high priority capital improvement projects
- · Completed due diligence and compliance reporting
- Managing 'Envision Ford Heights', a comprehensive community planning and revitalization effort



PARTNERS

- Chicago Metropolitan Agency for Planning
- · Cook County
- Forest Preserves of Cook County
- Metropolitan Water Reclamation
 District of Greater Chicago
- National Park Service
- South Suburban Mayors and Managers Association
- U.S. Department of Housing and Urban Development

Antero Group anterogroup.com 312.772.5085

August 17, 2018

Brandon Bennett Noblesville Parks & Recreation 701 Cicero Road Noblesville, IN 46060



7506 s. madison ave., indianapolis, in 46227 p: 317.889.1775 f: 317.862.5521 www.maderdesignllc.com

RE:

Letter of Agreement – Landscape Architecture Services

Seminary Park

Dear Brandon, Literate is ununclouded and but him one of agreef underly grand, and the contract of the contrac

Thank you for the opportunity to submit this Letter of Agreement for the landscape assessment and design for the proposed improvements for the Seminary Park project in Noblesville, Indiana between Noblesville Parks & Recreation (Client) and Mader Design LLC (Landscape Architect).

Assumptions

- Scope is based on the previously completed master plan and phone discussions and emails with Client over the last week. The first phase of design has an anticipated budget of \$360,000, and shall include hardscape, lighting, new shelter, 1 gateway, and a portion of the landscaping from the master plan focused on primary areas of the park. Future phases are anticipated to include additional trees and planting areas, art/sculpture work, shade structure(s), and the historic memorial and interpretive signage.
- 2. Information provided by Client is complete and accurate and assumed to be true for the purposes of the Project. Client shall be available to answer questions and provide design input throughout the Project process.
- Drawing shall be submitted to Client as digital PDF formats. Large format printing shall be by Client or others, or shall be a reimbursable expense.
- 4. Base drawings from the local GIS data in CAD format shall be provided by Client for our use. Utilizing GIS information will require some field coordination on behalf of the selected contractor to confirm elevations and dimensions fit with existing conditions.
- 5. Electrical work shall be completed as a Design/Build process by Contractor. We shall provide general guidelines for the project intent and assist with selecting/specifying fixtures.
- 6. Shelter shall be a product provided by a Shelter Manufacturer (such as Poligon, Icon, or others), and shall be provided in a design/build fashion either through the bid contract or purchased and provided directly by Owner. We will assist with providing general overview of goals and general aesthetics for the product.
- 7. Landscape Architect shall not be responsible for determining if any areas on site are environmentally sensitive (i.e. underground tanks, asbestos materials, etc.) or may require special environmental permitting.
- 8. Detailed Construction Cost Estimating is not anticipated but broad scope budgeting can be provided if requested.
- Formal Regulatory submissions and approvals are not anticipated in this scope of work, unless otherwise indicated. If
 required for local, county, state, IDEM, IDNR, or other agency, they shall be coordinated by Client's project manager or as
 Additional Services.
- Construction Phase Services are anticipated in this scope of work, including review of shop drawings, answering
 contractor questions, and up to 4 site visits at regular intervals and end of the construction phase for a final punch list.
- 11. The following services are not included in the Scope of Work and Fee for Basic Services, but can be provided as Additional Services:
 - Unless indicated otherwise, detailed Civil Engineering, detailed grading, drainage, or utilities, including coordination with and submissions to regulatory agencies, including site reviews, erosion control/SWPPP, etc.
 - Architectural design for shelter/structure.
 - Land Surveying services (some indicated as reimbursable expenses through this contract), geotechnical services, or detailed field investigations.
 - Obtaining Improvement Location and/or Building Permits.
 - Zoning approvals, variances, or rezoning efforts.
 - Detailed utility, electrical, or irrigation design/engineering. Projects including those items are anticipated to include design/build approach by bidders/contractors for those efforts.

It is understood that the design scope is based on the \$360,000 budget for the scope identified as if all parts are bid, provided and installed by Contractors. If donations or in-kind services are provided, and there is a desire to increase scope despite the budget remaining the same, the fees shall be reviewed and increased accordingly to match the additional scope.

Reimbursable Expense Budget shall include Mileage, Printing, Markup, Expenses, etc., and is anticipated to be approximately **\$1,000-\$1,500**. Regulatory fees are not anticipated, but if required shall be paid directly by owner, or as Reimbursable expenses beyond the budget stated.

Mileage, printing and reproduction, postage, regulatory agency fees, and other costs incurred for the benefit of the project shall be considered a Reimbursable Expense and included on monthly invoices. Direct expenses or other direct costs shall be billed at 1.10 the actual cost incurred by the Landscape Architect for administration of such items.

Invoices shall be provided monthly based on percent complete.

Additional Services: In the event the scope of work as described in this Agreement changes to a degree that will alter the fee, the Client shall be notified in writing and a revised fee will be documented and a completion time and compensation amount will be submitted for approval. For services not included in this Agreement, Additional Compensation shall be a negotiated lump sum or computed using the hourly rates indicated in the attached Terms & Conditions.

Please keep one copy of this Letter of Agreement for your records, and return one signed copy to our office. We will begin work on the project upon receipt of this executed Agreement or written Notice to Proceed.

Mader Design LLC appreciates the opportunity to be of service for these exciting projects. Please let me know if you have any further questions.

Sincerely, Mader Design LLC

Jeffrey R. Mader, ASLA, LEED AP

Principal/Owner

Accepted by:

Print: Brandon Bennett

Date

Noblesville Parks & Recreation Director

The state of the s

Print: STEVEN C. ROYERS

0-3-18 Date

Noblesville Parks & Recreation Board President