

# **Brownsburg Parks and Recreation**

Brownsburg Town Hall Council Room

61 North Green Street

Brownsburg, IN 46112

January 22, 2013

6:00 pm

**AGENDA**

- I. Call to Order**
- II. Pledge of Allegiance & Moment of Silence**
- III. Attendance & Determination of Quorum**
- IV. Election of Officers**
- V. Approval of Minutes of Previous Meetings**  
Parks Board Meeting, December 18, 2013
- VI. Approval of Claims**  
December 2013
- VII. Citizen's Requests & Comments**
  - A. Brownsburg Rugby Football; 2014 Lease Agreement
  - B. Brownsburg Little League Baseball; 2014 Lease Agreement
- VIII. Standing Committee Reports**
  - A. Finance Committee
  - B. Personnel Committee
  - C. Policy Committee
- IX. Old Business**
- X. New Business**
- XI. Department Reports**
  - A. Operations Report
  - B. Recreation Monthly Overview
- XII. Administration Items**
- XIII. Citizen's Comment**
- XIV. Board Member's Comments**
- XV. Adjournment**

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**BROWNSBURG PARKS AND RECREATION  
Park Board Meeting**

**Brownsburg Town Hall  
Eaton Hall  
61 N. Green Street  
Brownsburg, Indiana 46112**

**December 18, 2013  
6:00 PM**

**PRESENT:** Michael Klitzing, President  
Scott Lattimer, Vice President  
Phil Utterback, Board Member  
Cari Palma, Board Member  
Tracie Morris, Board Member  
Joseph Almon, Board Member

**STAFF:** Philip Parnin, Director  
Travis Tranbarger, Assistant Director  
Andy Wilson, Grounds Superintendent

**ABSENT:** Park Board Secretary

**CALL TO ORDER, PLEDGE OF ALLEGIANCE and A MOMENT OF SILENCE**

**Meeting called to order at 6:04 PM**

**ATTENDANCE AND DETERMINATION OF QUORUM**

Attendance was taken by Mr. Klitzing and a quorum was determined.

### APPROVAL OF MINUTES

Ms. Palma made a motion to approve the November 20, 2013 Park Board minutes as presented.

Mr. Lattimer seconded the motion.

Mr. Klitzing called for a vote; motion carried 6-0.

### APPROVAL OF CLAIMS

Ms. Morris made a motion to approve the November claims.

Mr. Almon seconded the motion.

Mr. Klitzing called for a vote; motion carried 6-0.

### CITIZENS REQUESTS

No requests at this time.

### STANDING COMMITTEE REPORTS

#### Finance Committee

Nothing to report at this time.

#### Personnel Committee

Ratification of Recreation Superintendent and Customer Service Representative (Travis Tranbarger)

Mr. Tranbarger requested that the Board ratify the hiring of the new Recreation Superintendent and Customer Service Representative, both of whom started last week.

Mr. Klitzing called for a motion.

Ms. Palma made a motion to ratify the hiring of both positions.

Mr. Almon seconded the motion.

Mr. Klitzing called for a vote; the motion carried 6-0.

#### Job Descriptions (Travis Tranbarger)

Mr. Tranbarger stated that currently the Community Recreation Manager and the Youth Services Manager report to the Assistant Director; he requested that both report to the Recreation Superintendent and asked the Board to approve the change.

Mr. Klitzing called for a motion.

Mr. Utterback made a motion to approve the change.

Mr. Lattimer seconded the motion.

Mr. Klitzing called for a vote; the motion carried 6-0.

#### Policy Committee

Nothing to report at this time.

### OLD BUSINESS

No old business for this meeting.

## NEW BUSINESS

West Wynne Farms Impact Fee Credits (Chris White, Site Solutions Property Group, LLC)

Mr. White is the developer of West Wynne Farms. Showing an aerial view of the 220 acre West Wynne Farms project, Mr. White pointed out the boundary lines of the West Wynn project and discussed the topography of the parcels on the north and south ends of the property that could possibly be donated to the Park Department. The properties that Mr. White refers to are not connected to each other and totals 48.5 acres. Mr. White stated that the 48.5 acres have an appraised value of approximately one million dollars and even though some areas were in flood plain could be used by the Parks Department.

Mr. White stated that he wanted the opportunity to discuss the possibility of donating the parcels on the north and south ends of the property to the Park Department and seeks Park Impact Fee credits in lieu of cash.

Mr. Lattimer asked about an area west of the project that isn't included in the parcel being offered by Mr. White. Mr. White stated that he planned to speak to the owner and present the possibility to the owner of selling the property to the Park Department or agreeing to an access road.

Mr. Almon questioned whether a road shown on the map was an existing road. Mr. White stated that it was a conceptual road showing the possibility of connectivity.

Mr. Utterback asked about the ownership of an area that was adjacent to one section of the property Mr. White was offering. Mr. White stated that the area was owned by six different owners.

Mr. Utterback questioned the benefit to the Parks Department if it were to accept the offer presented by Mr. White. Mr. White stated that the approximate cost of the impact fees for his company would be half as much as the land's appraised value. If the Board accepted Mr. White's proposal, Site Solutions Property Group would save the cost of the impact fees and be able to claim the difference of the value of the land minus the cost of impact fees as a donation for tax purposes.

Mr. Almon questioned Mr. Parnin regarding the possible use of the proposed land; Mr. Parnin had several suggestions that went along with the Parks Master Plan.

Mr. Klitzing asked Mr. Parnin to explain the Impact Fee Waiver process to the Board and the public to demonstrate how waiving impact fees could benefit the public. Mr. Parnin referred the presentation to Mr. Tom Durue, of Kroger Gardis & Regas, the Park Department's legal counsel. Mr. Durue gave a brief synopsis of the process.

Mr. Klitzing stated that the current Impact Fee/Zone Improvement Plan requires the level of service not be in a deficit before money from the Impact Fees which have been accumulated to date can be spent. Currently, there is a deficit of 61.141 acres of park land. If Mr. White's proposal were to be accepted by the Board, the 48.5 acres would go toward that deficit. Mr. Parnin believes that the remaining deficit will be alleviated this summer with the acquisition of the B&O Trail; between the B&O and Mr. White's proposal, the deficit would be alleviated and the Impact Fees that have been collected to date would be freed up to purchase additional park land to develop trails. A new Zone Improvement Plan is being developed that would allow future impact fees collected to be earmarked for amenities within the park system.

Mr. Klitzing asked Mr. Parnin for the staff's recommendation regarding Mr. White's proposal.

Mr. Parnin stated that the staff's recommendation to the Board is to move to approve the Park Impact Fee credit in the amount of 564 credits subject to and conditioned upon the following: That all due diligence matters be completed to the satisfaction of the Town Manager, Park Director, and Town Attorney. The terms and conditions of a formal written agreement be executed by the developer with the terms and conditions that are acceptable to the Town Manger, Park Director, and Town Attorney, and formal consideration and approval of the credit request by the Town Council.

Mr. Lattimer made a motion to move forward to approve the motion as stated by Mr. Parnin.

Ms.Morris seconded the motion.

Mr. Klitzing called for a vote; the motion carried 6-0.

## DEPARTMENT REPORTS

### Maintenance Report

There were no questions.

### Recreation Report

Mr. Tranbarger reported that winter registration started online and the winter recreation guide is at the printer and anticipated to be out the week after Christmas. Summer camp registration will start on February 17<sup>th</sup>.

## ADMINISTRATION ITEMS

### B.A.S.E. Presentation (Philip Parnin)

As part of the contractual obligations to Brownsburg Community School Corporation, the Department is required to twice annually present the progress of the B.A.S.E program and Adventure Camps. Mr. Parnin presented to the School Board on December 9<sup>th</sup>; and explained that the presentation that the Board will be seeing tonight is the same one that was presented to the School Board. Mr. Parnin stated that at the initial meeting with Kat Jessup, Assistant Superintendent of Schools, the expectations for the Park Department were the following: 1. Do what you say you're going to do. 2. Be responsive to the needs of the students, parents, and school corporation. 3. Actively promote the program. 4. Be at the after school nights. Ms. Jessup made clear that she felt there was an opportunity for growth. Mr. Parnin presented graphs representing enrollments per school; based on the enrollment numbers received in the spring, overall enrollment for the program has increased 95% over that of the previous year. In addition, the school corporation was interested in the scholarships that are being provided. The numbers were presented in a graph and broken down by percentage of scholarship that is being received in each school. Mr. Parnin also provided the Board with an example of the daily schedule for the program's enrichment and physical activities. Mr. Parnin provided the Board with comments made by parents via social media (personal information was blocked out) and explained that parents can also complete an online survey through SurveyMonkey.com. Mr. Parnin stated that the department keeps a log of comments and concerns that come from parents and the schools regarding the B.A.S.E. program to be responsive to needs. Overall, the responses from the schools, parents, and staff have been very positive.

### B&O Trail Update (Philip Parnin)

Mr. Parnin stated that by summer, he anticipates that the agreement with the B&O Trail Association will be complete. The B&O Trail and the Park Department have missions that align; that is to provide trails for recreation and connectivity to our community and residents. The recent community-wide survey has shown that trails are number one and have been since the 2008 Master Plan. The Park Department entered into an agreement with the B&O Trail Association for the acquisition of the 300 North section of trail that encompasses approximately 21.25 acres. The Department entered into an agreement with the B&O Trail Association to match a grant that the B&O Trail Association was applying for through INDOT that will go west of 267; they did acquire the Transportation Enhancement Fund Grant through INDOT and will be preparing to construct the west portion of the trail in 2016. The Department gave the B&O Trail Association a portion of money for the 300 North section of the trail and the remainder is to follow after construction of the 300 West portion of the trail is complete. The B&O received their completion letter for the north section from DNR in October. We are currently going through the title work. Once that is complete all data will be compiled and reviewed and present a resolution to move forward and authorize Mr. Parnin to sign the agreement and obtain the B&O under the Park Department's review.

**CITIZENS COMMENTS**

There were no comments.

**BOARD MEMBERS COMMENTS**

There were no comments.

**ADJOURNMENT**

Mr. Utterback made a motion to adjourn the meeting.

Mr. Almon seconded the motion.

Mr. Klitzing called for a vote; meeting adjourned at 7:15 PM.

\_\_\_\_\_  
Michael Klitzing, Park Board President

\_\_\_\_\_  
Date

\_\_\_\_\_  
Philip Parnin, Brownsburg Park Director

\_\_\_\_\_  
Date

**Brownsburg Parks and Recreation**

PO #	Vendor	Amount	101	211	280	Claims Submitted: December 10, 2013	Description	Appropriation
16682	Thrifty Supply	209.29	209.29			October maintenance		101.09.239
16682	Thrifty Supply	41.29	41.29			October maintenance		101.09.291
16208	Venice, Inc.	1,336.05	1,336.05			#53, rip rap		101.09.230
17348	Vermont Systems, Inc.	4,272.00		4,272.00		Annual maintenance fees-Rec Trac		211.01.364
16635	Vermont Systems, Inc.	757.50			757.50	Annual maintenance fees-Web Trac		211.01.364
	<b>Subtotal B</b>	<b>6,616.13</b>	<b>1,586.63</b>	<b>4,272.00</b>	<b>757.50</b>			<b>6,616.13</b>
			<b>101</b>	<b>211</b>	<b>280</b>			
VISA	JoAnn Fabrics	96.97		96.97		Fabric, materials to make cushion for Santa seat		211.01.207
VISA	SurveyMonkey.com	200.00		200.00		Advertising		211.01.331
VISA	Cavallo Bus Lines	1,333.50		1,333.50		Chicago shopping trip		211.01.304
VISA	Party City	195.71		195.71		Skirting for parade float		211.01.207
VISA	Facebook.com	78.19		78.19		Advertising		211.01.331
VISA	Home Depot	360.90		360.90		Safety vests, light wands		211.01.207
VISA	Fun Express	31.55		31.55		BASE supplies		211.01.208
VISA	Wilson's Lodge Oglebay	1,629.26	1,629.26			Management training school		101.09.313
	<b>Total VISA Purchases</b>	<b>3,926.08</b>	<b>1,629.26</b>	<b>2,296.82</b>	<b>0.00</b>			<b>3,926.08</b>
			<b>101</b>	<b>211</b>	<b>280</b>			
17117	Wal-Mart	64.76		64.76		BASE supplies		211.01.208
17118	Wal-Mart	52.90		52.90		BASE supplies		211.01.208
17119	Wal-Mart	39.76		39.76		Fall Adventure Camp supplies		211.01.201
17120	Wal-Mart	52.86		52.86		Fall Adventure Camp supplies		211.01.201
17123	Wal-Mart	111.69		111.69		BASE supplies		211.01.208
17124	Wal-Mart	93.62		93.62		Program supplies		211.01.201
17125	Wal-Mart	363.53		363.53		Special Event supplies		211.01.207
17170	Wal-Mart	30.57	30.57			Office supply		101.09.223
17170	Wal-Mart	45.68		45.68		BASE supplies		211.01.208
17171	Wal-Mart	29.82		29.82		Storage totes		211.01.201
17172	Wal-Mart	43.82		43.82		BASE supplies		211.01.208
17172	Wal-Mart	79.94		79.94		Special Event supplies		211.01.207
	<b>Total Wal-Mart Purchases</b>	<b>1,008.95</b>	<b>30.57</b>	<b>978.38</b>	<b>0.00</b>			<b>1,008.95</b>

**Brownsburg Parks and Recreation**

		Claims Submitted: December 10, 2013					
PO #	Vendor	Amount	101	211	280	Description	Appropriation
16430	ABC Tree	1,500.00	1,500.00			Remove trees damaged by storms	101.09.394
17298	Abstract & Title	295.00			295.00	Title search	280.01.410
17166	ASCAP	333.42		333.42		Music and video licensing	211.01.304
17303	BGI Fitness	928.00	928.00			Maintenance agreement Town Hall equipment	101.09.316
17300	BK Sports	1,141.00		1,141.00		BASE shirts	211.01.208
17299	BK Sports	918.00		918.00		Staff shirts	211.01.204
17173	BCSC	12,500.00		12,500.00		BASE facility service agreement	211.01.302
17126	BCSC	3,171.63		3,171.63		October pool charges	211.01.347
17210	BCSC	331.98		331.98		Fall Adventure Camp field trip transportation	211.01.304
17128	B&R Services	312.50	312.50			Portable toilet service for October	101.09.316
17301	B&R Services	250.00	250.00			Portable toilet service for November	101.09.316
17364	Brownsburg Food Service	946.00		946.00		BASE snacks	211.01.208
16680	Brownsburg NAPA	49.97	49.97			October maintenance	101.09.239
17345	Bucy, Russ	1,100.00		1,100.00		Night Out Against Crime concert	211.01.207
17391	Cintas First Aid & Safety	206.77	206.77			Sweatshirts for maintenance crew	101.9.374
14470	Contex Landscape Architecture	1,275.00			1,275.00	Schematic design studies	280.01.309
17199	CopyCo	3,415.00		3,415.00		Copier lease	211.01.316
17211	Creative Decorating	2,600.00		2,600.00		Paint St. Malachy offices	211.01.316
17176	CVS Flags	258.95	258.95			Flags	101.09.398
Voucher	Daniels, Judi	12.50		12.50		Program supplies	211.01.201
17218	D&E Printing	134.00		134.00		Stationary	211.01.223
Voucher	Enders, Kevin	46.30		46.30		Fuel	211.01.323
17322	Gemmove USA	4,707.15		4,707.15		Recreation equipment	211.01.208
17127	Kirby Heating & Air	180.00	180.00			Service units in maintenance barn	101.09.316
16979	Kirby Heating & Air	1,650.00	1,650.00			Reznor heater for maintenance barn	101.09.316
15933	Lester Designs	588.00	588.00			Handicap swing and harness	101.09.291
17174	Lowe's	451.84		451.84		Materials for Santa chair	211.01.207
17220	Merry Maids	302.00		302.00		Cleaning St. Malachy offices	211.01.202
17302	Rose Promotions	672.66		672.66		Staff jackets	211.01.204
17175	Rundell Ernstberger	4,767.00			4,767.00	Consulting	280.01.309
17207	Sherwin Williams	500.00		500.00		Materials for painting St. Malachy	211.01.202
17392	Sign A Rama	360.90			360.90	Signs for new office location	280.01.292
17168	Staples	272.95	272.95			Office supplies	101.09.223
17219	Staples	177.27		177.27		Office supplies	211.01.223
17209	Staples	402.91		402.91		Copy paper	211.01.223
	Subtotal A	46,758.70	6,197.14	33,863.66	6,697.90		46,758.70



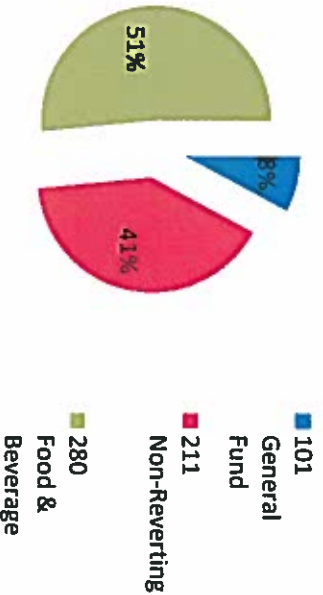
**Brownsburg Parks and Recreation**

PO #	Vendor	Amount	101	211	280	Description	Appropriation
17454	American Camp Assoc.	866.00		866.00		Membership fee	211.01.398
14289	BCSC	1,171.86		1,171.86		November Aquatic Fees	211.01.347
17455	D&E Printing	99.00		99.00		Thank you cards	211.01.331
17589	Kroger, Gardis, Regas	41,441.40			41,441.40	Attorney fees	280.01.312
17368	Midwest Garage Doors	6,030.00			6,030.00	Opens for sliding gate	280.01.492
17577	Patriot Engineering	3,000.00		3,000.00		Phase I ESA B&O Trails	211.01.311
17456	Rundell Ernstberger, LLC	5,664.18			5,664.18	BAT Plan	280.01.309
17555	SESAC	343.00		343.00		Annual licensing fee	211.01.304
17207	Sherwin Williams	481.85		481.85		Paint and materials	211.01.202
17580	Vermont Systems	1,115.00		1,115.00		WebTrac Pass Management	211.01.302
17485	VS Engineering	1,500.00			1,500.00	Cardinal Property survey	280.01.311
17581	Wells Fargo	270.00		270.00		Copier lease payment	211.01.316
	<b>Subtotal C</b>	<b>61,982.29</b>	<b>0.00</b>	<b>7,346.71</b>	<b>54,635.58</b>		<b>61,982.29</b>

**Brownsburg Parks and Recreation**

PO #	Vendor	Amount	101	211	280	Description	Appropriation
REFUNDS:							
	Kaytar, Susan or Darryl	80.00		80.00		Trip	211.01.343
	McCain, Tim	30.00		30.00		BASE	211.01.343
	Mills, Peggy	115.00		115.00		Winter camp	211.01.343
	<b>Total Refunds</b>	<b>225.00</b>	<b>0.00</b>	<b>225.00</b>	<b>0.00</b>		
			<b>101</b>	<b>211</b>	<b>280</b>		
	<b>Total PO Purchases</b>	<b>115,357.12</b>	<b>7,783.77</b>	<b>45,482.37</b>	<b>62,090.98</b>		
	<b>Total VISA Purchases</b>	<b>3,926.08</b>	<b>1,629.26</b>	<b>2,296.82</b>	<b>0.00</b>		
	<b>Total Wal-Mart Purchases</b>	<b>1,008.95</b>	<b>30.57</b>	<b>978.38</b>	<b>0.00</b>		
	<b>Total Refunds</b>	<b>225.00</b>	<b>0.00</b>	<b>225.00</b>	<b>0.00</b>		
		<b>120,517.15</b>	<b>9,443.60</b>	<b>48,982.57</b>	<b>62,090.98</b>		
			<b>101</b>	<b>211</b>	<b>280</b>		
		<b>120,517.15</b>	<b>9,443.60</b>	<b>48,982.57</b>	<b>62,090.98</b>		

**December 2013**



## **LEASE AGREEMENT**

**THIS AGREEMENT** is effective as of February 28, 2014 by and between the Town of Brownsburg, a municipal corporation organized and existing under and by virtue of the laws of the State of Indiana, acting by and through its undersigned Park and Recreation Board (collectively, “Lessor”) and Brownsburg Rugby Football Club (“Lessee”), acting by and through its duly authorized undersigned officers.

### **WITNESSETH:**

**WHEREAS**, Lessor is the owner of real estate commonly known as the Cardinal Property, located in Brownsburg, Hendricks County, Indiana; and

**WHEREAS**, Lessee utilizes a portion of said real estate for rugby game activities; and

**WHEREAS**, Lessor and Lessee desire to enter into a written lease with respect to their respective rights and obligations for the use of the Cardinal Property;

**NOW, THEREFORE**, in consideration of the payments, promises, terms and conditions herein contained, the parties hereto agree as follows:

1. **Leased Premises**. The Leased Premises are generally described as follows: center grass area of the Cardinal Property and south of Cardinal Elementary School on Hornaday Road, Brownsburg, Indiana, and are more specifically depicted on the map attached hereto and incorporated herein by reference as Exhibit “A” (the “Leased Premises”).

The Lessee will leave the Leased Premises in a condition as good as when the Lessee first occupied them. The Lessee is liable for all damage, expense and loss including theft, and property loss caused by any person who attends, participates in, or provides goods or services in connection with the Lessee’s use of the Leased Premises and all damage to property. In determining damages, Lessor will use current replacement value.

2. Term. The initial term of this lease shall be for four (4) months, commencing February 28, 2014 and continuing thereafter to and including June 30, 2014. The Lease shall be reviewed annually and its terms subject to revision at the sole discretion of the Park and Recreation Board. If the Park and Recreation Board intends to revise the Lease terms, the Lessee shall be notified in writing at least thirty (30) days prior to the Board meeting at which the revisions are to be discussed. Any revisions shall be on the agenda of a regularly scheduled Board meeting, and discussion and/or comment from Lessee will be heard. Any revisions will be acted upon by the Park and Recreation Board. If the Board notifies Lessee of the proposed revision(s), and no representative of Lessee attends the Board meeting to discuss the revisions, the revisions may be acted upon by the Board without further discussion with Lessee. Either party may serve written notice of Lease cancellation upon the other at least sixty (60) days prior to the expiration of the current Lease term. If neither party serves a notice of cancellation by the required date nor a new lease is not executed by the expiration of the prior term, the Lease shall continue in effect for succeeding Lease terms of one (1) year or until a new lease is executed.

3. Use. Lessee may use the Leased Premises for the conduct of its rugby game activities. Beginning on March 1, 2014 and ending on June 30, 2014, this shall be considered use times ("Use Times") and all other times during the Term shall be considered non-use times ("Non-Use Times"). During the Use Times, the Lessee shall have first priority for use of the Leased Premises. During the Non-Use Times, the Lessee shall have no priority for the use of the Leased Premises and any member of the public may utilize the Leased property for Park and Recreational purposes. Lessee shall also have first priority for use of the Leased Premises for the girls and boys state games, the dates of which are unknown at this time but will be provided to Lessor by the Lessee as soon as they are known. However, Lessor shall be permitted to conduct

organized recreation activities on the Leased Premises during the entire calendar year in its sole discretion. Lessee shall not sublet the Leased Premises at any time and shall make no agreements that limit or permit use of the Leased Premises by any other individual, league, or group during Lessee's non-use periods. Violation of this section may result in immediate cancellation of this Lease.

The Lessee shall not use and/or permit the use of the Leased Premises in any manner constituting a violation of any ordinance, statute, regulation, or order of any governmental authority. Furthermore, the Lessee shall not permit any nuisance to occur or exist on the Leased Premises. If such activity occurs, the Lessee waives all rights to use of the Leased Premises and shall vacate immediately upon request of the Lessor or any regulatory authority having jurisdiction over the Leased Premises.

4. Rent. Lessee shall pay Lessor rent in the amount of Fifty Dollars (\$50.00) a day for season games, not to exceed \$500. Rental fee will include at no additional cost the playoff games, shelter in Cardinal Property and alumni game. The rent shall be paid on or before June 1<sup>st</sup> of the year of the term.

5. Lessee's Obligations. Lessee shall, at all times, exercise discretion to protect the safety and well being of all individuals using the property. Lessee shall also exercise proper supervision of rugby game activities and all matters relating thereto. Lessee further agrees to repair any damage to the Leased Premises occurring during Use Time and to remove debris and trash, which may accumulate during Use Time.

Lessee shall immediately remove any and all graffiti that may appear on property related to lessee's use and repair any vandalism. Lessee agrees to remove any debris resulting from construction of the storage building, remodeling, or renovation resulting from vandalism.

Lessee acknowledges and agrees that Lessor has provided consent to construct a storage building ("Storage Facility") not to exceed 12'X15' which Lessee shall construct in accordance with all applicable building codes, laws and Town ordinances. The Storage Facility shall be constructed at the sole cost and expense of the Lessee and Lessee shall be responsible for maintenance associated with and/or required by Lessor for the Storage Facility.

Lessor shall only have access to the Storage Facility during the term of the lease as provided for in paragraph two (2) of this Agreement. In the event Lessor determines at any time and in its sole discretion that Lessee shall not have access to the leased premises and/or that the lease is cancelled and/or not otherwise extended, Lessee shall be solely responsible and at its sole cost and expense for removal of the Storage Facility.

Lessee shall not authorize or otherwise permit the possession, use, or consumption of alcoholic beverages or controlled substances upon Town property. Violation of this section may result in forfeiture of all rights under the Lease and may subject the Lessee to penalties provided in the Municipal Code. Lessee shall not leave hazardous materials, chemicals or equipment unguarded on the Leased Premises.

Lessee shall have an authorized representative of Lessee's Board of Directors present at all monthly meetings of the Parks and Recreation Board during Lessee's Use Time upon the written request of the Lessor, and Lessee shall provide the Director of the Parks and Recreation Department with a written schedule of all activities to be conducted on the Leased Premises, including, but not limited to, dates, times, and locations of such activities, prior to March 15 or the starting date of Lessee's activities, whichever date is earlier. Lessee further agrees to provide the Park and Recreation Board with a written schedule of all games at least thirty (30) days prior to the first rugby game. In addition, Lessee further agrees that it must provide to the Lessor ten

(10) days advance notice in writing of any schedule changes which are subject to the approval of the Lessor.

6. Lessor's Obligations. Lessor shall maintain, at its sole cost and expense, the grass area serving the Leased Premises. Lessor agrees to provide, at its sole cost and expense, a portable toilet, and trash receptacles to properly control and maintain waste to the Leased Premises.

7. Indemnity. Lessee agrees to indemnify and save and hold harmless Lessor, its employees, agents, elected and appointed officials from and against all claims and actions for damage, loss, or injuries to any persons or their property resulting from the use or occupancy of the Leased Premises. Lessee shall not be liable for any injury, damage or loss occurring on the Leased Premises which results from the negligent actions of the Lessor, its agents or employees. The indemnification provided for herein shall include the Lessor's legal costs and attorney fees in connection with any such claim, action or proceeding. Further, Lessor shall give to Lessee prompt and reasonable written and verbal notice of any such claims or actions, and Lessee shall have the right to investigate, compromise and defend the same. Lessee further agrees to give Lessor prompt and reasonable notice in writing of any and all claims or actions arising out of Lessee's use or occupancy of the Leased Premises, and Lessor shall have the right to investigate, compromise and defend the same.

Lessee agrees to carry public liability insurance covering bodily injury and property damage, including storage structure, with limits for bodily injury in a sum not less than Two Million Dollars (\$2,000,000.00) per occurrence and for property damage in a sum not less than Fifty Thousand Dollars (\$50,000.00) per occurrence with said insurance policy designating

Lessor as an additional insured. Lessee, during each year of this Agreement, shall promptly provide Lessor with a Certificate of Insurance of such insurance coverage.

8. Profit Making. If Lessee would like to hold an event for which admission is charged or at which items will be sold for profit, Lessee must request permission of the Park and Recreation Board in person and in writing at least one hundred twenty (120) days in advance of such event. The Board shall make all reasonable attempts to approve or deny the plan to charge admission or make a profit no later than sixty (60) days prior to such an event. If Lessee requires an approval or denial from the Board more than sixty (60) days in advance, it may request approval at the earliest possible date. At the time the request is made, Lessee may also ask the Board to establish an earlier deadline by which it must approve or deny the request. The decision to approve or deny the plan more than sixty (60) days in advance rests with the sole discretion of the Board. If Lessor permits Lessee to charge an admission or event fee, Lessee agrees to pay Lessor ten percent (10%) of all event or admission charges received by Lessee and to provide Lessor with appropriate documentation evidencing total fees collected for admissions or events within fourteen (14) days after conclusion of the event for which admission and/or fees are charged.

9. Changes of Officers. Lessee shall notify Lessor in writing of any change in membership of Lessee's Board of Directors or President of Lessee's organization within thirty (30) days of such change.

10. Notices. Whenever any notice is required by this Lease to be made, given, or transmitted to the parties hereto, such notice shall be addressed to:

Lessor:           Town of Brownsburg  
                      61 North Green Street  
                      Brownsburg, IN 46112

Lessee: Brownsburg Rugby Football Club  
P.O. Box 62  
Brownsburg, IN 46112

or such other address as the parties may designate in writing.

IN WITNESS WHEREOF, the parties have caused this instrument to be executed as of the date first above mentioned at Brownsburg, Indiana.

TOWN COUNCIL OF THE  
TOWN OF BROWNSBURG, INDIANA

By \_\_\_\_\_  
President

\_\_\_\_\_  
Printed

PARK AND RECREATION BOARD  
OF BROWNSBURG, INDIANA

By \_\_\_\_\_  
President

\_\_\_\_\_  
Printed

ATTEST:

\_\_\_\_\_  
Clerk-Treasurer

\_\_\_\_\_  
Printed

BROWNSBURG RUGBY FOOTBALL  
CLUB

By \_\_\_\_\_



President

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Printed

ATTEST:

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Vice President/Secretary

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Printed

**EXHIBIT "A"**

**The Leased Premises**

## **LEASE AGREEMENT**

**THIS AGREEMENT** is effective January 1, 2014, by and between the Town of Brownsburg, a municipal corporation organized and existing under and by virtue of the laws of the State of Indiana, acting by and through its undersigned Park and Recreation Board (collectively, "Lessor") and Brownsburg Little League Baseball, Inc. ("Lessee"), acting by and through its duly authorized undersigned officers.

### **WITNESSETH:**

**WHEREAS**, Lessor is the owner of real estate commonly known as Arbuckle Acres, located in Brownsburg, Hendricks County, Indiana; and

**WHEREAS**, Lessee utilizes a portion of said real estate for baseball diamonds and a concession stand; and

**WHEREAS**, Lessor and Lessee desire a written lease with respect to their respective rights and obligations for the use of Arbuckle Acres Park;

**NOW, THEREFORE**, in consideration of the payments, promises, terms and conditions herein contained, the parties hereto agree as follows:

1. Leased Premises. The Leased Premises consists of the following: Five (5) baseball diamonds, one (1) concession stand, and four (4) storage buildings located at Arbuckle Acres Park, Brownsburg, Indiana.

The Lessee will leave the Leased Premises in a condition as good as when the Lessee first occupied them. The Lessee is liable for all damage, expense and loss including theft, and property loss caused by any person who attends, participates in, or provides goods or services in connection with the Lessee's use of the Leased Premises and all damage to property. In determining damages, Lessor will use current replacement value.

2. Term. The initial term of this Lease shall be for ten (10) months, commencing January 1, 2014 and continuing thereafter to and including December 31, 2014 (the "Term"). The Lease shall be reviewed annually and its terms subject to revision at the sole discretion of the Park and Recreation Board. If the Park and Recreation Board intends to revise the Lease terms, the Lessee shall be notified in writing at least thirty (30) days prior to the Board meeting at which the revisions are to be discussed. Any revisions shall be on the agenda of a regularly scheduled Board meeting, and discussion and/or comment from Lessee will be heard. Any revisions will be acted upon by the Park and Recreation Board. If the Board notifies Lessee of the proposed revision(s), and no representative of Lessee attends the Board meeting to discuss the revisions, the revisions may be acted upon by the Board without further discussion with Lessee. Either party may serve written notice of Lease cancellation upon the other at least sixty (60) days prior to the expiration of the current Lease term. If neither party serves a notice of cancellation by the required date nor a new lease is not executed by the expiration of the prior term, the Lease shall continue in effect for succeeding Lease terms of one (1) year or until a new lease is executed.

3. Use. Lessee may use the Leased Premises for the conduct of its baseball league, including, but not limited to baseball games, baseball practices, award ceremonies and any other reasonable use of furtherance of Lessee's baseball league purposes. Unless otherwise directed by Lessor, Lessee may use the Leased Premises beyond the posted park hours, but no later than 11:00 p.m. for the reasonable and lawful furtherance of baseball league purposes as permitted under this Lease Agreement, so long as Lessee maintains, as its sole cost and expense, appropriate lighting and security necessary to facilitate the extension of such hours. Beginning on March 1, 2014 and ending on October 31, 2014, this shall be considered use times ("Use Times") and all other times during the Term shall be considered non-use times ("Non-Use Times"). During the Use Times, the Lessee shall have first priority for use of the Leased

Premises. During the Non-Use Times, the Lessee shall have no priority for the use of the Leased Premises and any member of the public may utilize the Leased Premises for Park and Recreational purposes.

Lessee shall not sublet this Leased Premises at any time and shall make no agreements that limit the use of the Leased Premises by any other group without prior written consent of the Board. Violation of this section may result in immediate cancellation of this Lease.

The Lessee shall not use and/or permit the use of the Leased Premises in any manner constituting a violation of any ordinance, statute, regulation, or order of any governmental authority. Furthermore, the Lessee shall not permit any nuisance to occur or exist on the Leased Premises. If such activity occurs, the Lessee waives all rights to use of the Leased Premises and shall vacate immediately upon request of the Lessor or any regulatory authority having jurisdiction over the Leased Premises.

4. Rent. Lessee shall pay Lessor rent in the amount of five percent (5%) of the total of the registration fees for all baseball league participants, which rent shall be paid on or before August 31, 2014. Lessee shall complete the enclosed "Registration Confirmation" and return to the Board with rent payment.

5. Lessee's Obligations. Lessee, at its sole cost and expense shall cut the grass, maintain the fences, electric lights, scoreboards and scoreboard lights, and maintain the buildings, sidewalks and other improvements to the satisfaction of the Lessor. Lessee shall pay the water, sewer, telephone, electricity (including all security lights) and trash pickup expenses with respect to the Leased Premises.

Lessee shall, while maintaining the property, exercise discretion to protect the safety and well-being of others using the property. Lessee shall also exercise proper supervision of all individuals who assist in maintaining the property, and use all necessary diligence and care in

that supervision including the selection of the tasks and equipment with which those individuals are involved.

Lessee shall also maintain the Leased Premises during the Term to the satisfaction of the Lessor. This includes all regular maintenance of the Leased Premises, but is not limited to, grass mowing, cleaning, maintenance of all building areas, and removal of brush, debris and trash.

Lessee shall not authorize or otherwise permit the possession, use, or consumption of alcoholic beverages or controlled substance upon Town property. Violation of this section may result in forfeiture of all rights under this Lease and may subject the Lessee to penalties provided in the Municipal Code.

Lessee shall have an authorized representative of Lessee's Board of Directors present at all monthly meetings of the Park and Recreation Board during the Use Times upon the written request of the Lessor, and Lessee shall provide the Director of the Parks and Recreation Department with a written schedule of all activities to be conducted on the Leased Premises, including, but not limited to, dates, times, and locations of such activities, prior to the first day of the Term of the Lease. Lessee further agrees to post a written schedule of all games at a visible location on the concession building and/or the league's website.

6. Lessor's Obligations. Lessor shall maintain, at its sole cost and expense, the roadway and gravel areas serving the Leased Premises. Lessor agrees to provide, at its sole cost and expense, such gravel as may be reasonably requested by Lessee to properly control and maintain level grade in areas adjacent to the roadway and to maintain and provide adequate gravel parking areas adjacent to the Leased Premises.

7. Lessee Improvements. Lessee, at its expense and upon prior written consent of Lessor, may make such improvements to the Leased Premises as it may desire in furtherance of its baseball league's activities. All proposed improvements to the Leased Premises are subject to

approval of Lessor prior to commencement of the improvement. All permanent improvements made to the Leased Premises shall become the property of the Lessor.

Lessee shall immediately remove all debris resulting from any remodeling, improvement, or renovation of the Leased Premises. Lessee shall not leave hazardous materials, chemicals, or equipment unguarded on the Leased Premises.

8. Indemnity. Lessee agrees to indemnify and save and hold harmless Lessor, its employees, agents, elected and appointed officials from and against all claims and actions for damage, loss, or injuries to any persons or their property resulting from the use or occupancy of the Leased Premises. Lessee shall not be liable for any injury, damage or loss occurring on the Leased Premises which results from the negligent actions of the Lessor, its agents or employees. The indemnification provided for herein shall include the Lessor's legal costs and attorney fees in connection with any such claim, action or proceeding. Further, Lessor shall give to Lessee prompt and reasonable written and verbal notice of any such claims or actions, and Lessee shall have the right to investigate compromise and defend the same. Lessee further agrees to give Lessor prompt and reasonable notice in writing of any and all claims or actions arising out of Lessee's use or occupancy of the Leased Premises, and Lessor shall have the right to investigate, compromise and defend the same.

Lessee agrees to carry public liability insurance covering bodily injury and property damage with limits for bodily injury in a sum not less than Two Million Dollars (\$2,000,000.00) per occurrence and for property damage in a sum not less than Fifty Thousand Dollars (\$50,000.00) per occurrence with said insurance policy designating Lessor as an additional insured. Lessee, during each year of this Agreement, shall promptly provide Lessor with a Certificate of Insurance of such insurance coverage.

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Lessor: Town of Brownsburg  
61 North Green Street  
Brownsburg, IN 46112

Lessee: Brownsburg Little League Baseball  
Post Office Box 203  
Brownsburg, IN 46112

or such other addresses as the parties may designate in writing.

**IN WITNESS WHEREOF**, the parties have caused this instrument to be executed as of the date first above mentioned at Brownsburg, Indiana.

TOWN COUNCIL OF THE  
TOWN OF BROWNSBURG, INDIANA

By \_\_\_\_\_  
President

PARK AND RECREATION BOARD  
OF BROWNSBURG, INDIANA

By \_\_\_\_\_  
President

**ATTEST:**

\_\_\_\_\_  
Clerk-Treasurer

BROWNSBURG LITTLE LEAGUE  
BASEBALL, INC.

By \_\_\_\_\_  
President

Printed \_\_\_\_\_  
President

**ATTEST:**

\_\_\_\_\_  
Secretary



**Brownsburg Parks  
Recreation Superintendent's Report  
Respectfully Submitted by: Michael Hawk  
1/17/2014 for 1/22/2014 Meeting**

**Monthly Overview**

**Recreation Update**

- The recreation division was able to accept the Community Wellness Program award on January 16<sup>th</sup> at the Indiana Park and Recreation Association (IPRA) state conference on the behalf of Brownsburg Parks through our efforts with the Recreation Outreach Trailer program.
- The French Lick Bus Trip for Saturday, May 3<sup>rd</sup> has reached its maximum capacity of 15 participants.
- The Father/Daughter Dance is just around the corner on Friday, February 7<sup>th</sup>. Currently the program registration is still being accepted as we continue to push remaining availability for registration the last few weeks.
- On January 15<sup>th</sup> Open Swim season began at Brownsburg High School Aquatic Center.

**Other Items/Projects**

- The recreation division is currently working with Vermont Systems (operational software) to purchase and install Mobile RecTrac, which will allow primarily B.A.S.E staff members and others in the field with various other programming opportunities to gain access to activity rosters, household information, and check in participants enrolled in activities and pass types. Mobile RecTrac will allow basic functions to occur to further improve the B.A.S.E program customer experience.
- Childcare statements will be processed and mailed to parents/guardians this week for tax purposes.
- The recreation division will be accepting summer camp registrations starting February 17<sup>th</sup>. This week we will officially post the program assistant and counselor positions for those interested in applying for the part-time seasonal summer camp jobs.

**Brownsburg Parks**  
**326 North Green St., Brownsburg, IN 46112**  
**Operations Report**  
**Respectfully Submitted by: Travis Tranbarger**  
**1/17/2014 for 1/22/2014 Meeting**

**Administration**

- Michael Hawk has begun his role as Recreation Superintendent for the Department as of January 8. He will oversee the Recreation Division including the operations and business, administrative, marketing and promotional, partnerships and sponsorships as well as the staff supervision responsibilities.
- Rebecca Holloway has begun her role as Customer Service Representative with the Department. She is currently training with administrative staff on the handling of registrations, reservations and office operations.
- Staff has completely moved their offices to the old St. Malachy Parish offices on 326 N. Green Street. Office hours remain 8am-4pm, Monday through Friday and staff can be reached at 858-4172.
  - Staff is currently working with IT to transfer the phone line from Town Hall in order to install the credit card machine.
  - Building signage is anticipated to be installed this week.
- Staff is working to transition the operation of Eaton Hall including the administrative processes to Town Hall staff since Parks staff is no longer available to assist the customer in Town Hall. The Customer Service Representative position stationed at Town Hall will assist in the administration of Eaton Hall when trained.

**Grounds**

- ASI and the Grounds staff will begin installing the new park entrance signage in Arbuckle Acres, Williams and Stephens Park when the ground warms enough to set the posts.
- The Assistant Director and Grounds Superintendent will be attending Maintenance Management School in Wheeling, West Virginia the week of January 27.
- Grounds staff will be preparing to post seasonal positions needed for the summer by the beginning of February.
- The Splash Pad site and features design in Williams Park has been started with Cripe Architects and Engineers as well as Vortex.
  - An assessment on utilities and power that can be supplied to the facility is underway.
  - The facility will take into account ADA requirements.
  - The certain features of the Splash Pad are being determined and designed by Parks staff and Vortex.
  - The splash pad will be run by a recirculation tank and system.