



CITY OF WESTFIELD, IN
Parks and Recreation Board Meeting Agenda - 3/5/2025
Wednesday, March 5, 2025 at 7:00 PM

BOARD OR COMMISSION: Parks and Recreation Board Meeting
MEETING DATE: Wednesday, March 5, 2025 at 7:00 PM
MEETING PLACE: Westfield City Hall- Assembly Room

THE FOLLOWING AGENDA IS SUBJECT TO CHANGE AT THE DISCRETION OF PARKS AND RECREATION BOARD

CALL TO ORDER

NOTICE PRESENCE OF A QUORUM

PLEDGE OF ALLEGIANCE

CHANGES TO AGENDA

PUBLIC COMMENTS

APPROVAL OF MINUTES

Approval of Minutes

OLD BUSINESS

NEW BUSINESS

Action Item #1 - Resolution #25-109 - Approving and Adopting the Five-Year Parks Master Plan

Action Item #2 - Services Agreement - Self-Service Kayaks

Action Item #3 - Signing Authority Spring 2025 Round-A-Bout Landscaping Project

DIRECTOR'S REPORT

OTHER BUSINESS

NEXT REGULAR MEETING

ADJOURNMENT



CITY OF WESTFIELD, IN

Parks and Recreation Board Meeting Minutes - 2/5/2025

Wednesday, February 5, 2025 at 7:00 PM

CALL TO ORDER

President Grimmer noted the presence of a quorum and called the meeting to order at 7:00 pm

NOTICE PRESENCE OF A QUORUM

Member(s) Present:

Kurtis Baumgartner, Julia Grimmer, Mike Hall, LeAnne Zentz

Absent:

Mike Antrim

PLEDGE OF ALLEGIANCE

Election of Officers

President: Julia Grimmer

By: Julia Grimmer

Second: Kurtis Baumgartner

Yes: Kurtis Baumgartner, Julia Grimmer, Mike Hall, LeAnne Zentz

Abstain: Mike Antrim

Vice President: Kurtis Baumgartner

By: Julia Grimmer

Second: LeAnne Zentz

Yes: Kurtis Baumgartner, Julia Grimmer, Mike Hall, LeAnne Zentz

Abstain: Mike Antrim

Motion Determination: Passed

CHANGES TO AGENDA

Motion: Approve

By: Kurtis Baumgartner

Second: Mike Hall

Yes: Kurtis Baumgartner, Julia Grimmer, Mike Hall, LeAnne Zentz

No: None

Abstain: Mike Antrim

Motion Determination: Passed

PUBLIC COMMENTS

Westfield Pickleball Association

MINUTES

Approval of Minutes

December 4, 2024, minutes were presented.

Motion: Approve

By: Mike Hall

Second: LeAnne Zentz

Yes: Kurtis Baumgartner, Julia Grimmer, Mike Hall, LeAnne Zentz

No: None

Abstain: Mike Antrim

Motion Determination: Passed

OLD BUSINESS

NEW BUSINESS

1. Action Item#1 - Simon Moon Phase II- Playground Replacement quote

a. Slide deck for a presentation of the playground

b. The actual quote

c. Special Purchase Memo - Recreation Insites

Director Chris McConnell provided an overview of the playground quote and presentation. Kurtis Baumgartner noted that he would like to make two motions at this time.

Motion 1 - Simon Moon Phase II-Playground Replacement Quote

Motion: Approved

By: Kurtis Baumgartner

Second: LeAnne Zentz

Yes: Kurtis Baumgartner, Julia Grimmer, Mike Hall, LeAnne Zentz

No: None

Abstain: Mike Antrim

Motion Determination: Passed

Motion 2 - Change Order Authority

Kurtis Baumgartner move that Parks and Recreation Board delegate to the Parks Director the authority to determine whether it is in the best interest of the board and department to execute a change order in an amount not to exceed his purchasing authority in accordance with the applicable Indiana law and will report to the Park Board at a subsequent meeting.

Motion: Approved

By: Kurtis Baumgartner

Second: Mike Hall

Yes: Kurtis Baumgartner, Julia Grimmer, Mike Hall, LeAnne Zentz No:

None

Abstain: Mike Antrim

Motion Determination: Passed

DIRECTOR'S REPORT

Director McConnell gave updates on the following:

- The Ice Ribbon at Grand Junction was a big success, welcoming over 1000 visitors! We are incredibly grateful for the dedication and hard work that made this possible. A huge thank you to the Parks Crew for their effort in setting up and tearing down the rink. We recognize that this is a significant task.
- Simon Moon Phase I has reached substantial completion, including sledding hill improvements, new trees, native plantings and new turf grass. McConnell said a ribbon-cutting for Phase I will take place this spring. The parks and recreation department are expected to stock the fishing pond in late April.
- Simon Moon Phase II is currently in the final stages of design and development planning. This phase will include: a new playground, a new shelter, a seating plaza, a four-season shelter on top of the sledding hill, boardwalks and an outdoor education facility.
- McConnell thinks this park is something that the community can really be proud of and provide a lot of different recreational opportunities, including kayaking and a couple of other unique opportunities.

Master Plan Draft

The state has accepted the draft with their comments and recommended changes. We are actively working on the plans and incorporating the recommended changes. A stakeholder meeting and a public meeting will be held in mid-February to discuss the plans and updates.

OTHER BUSINESS

NEXT REGULAR MEETING

March 5, 2025 at 7:00pm

ADJOURNMENT

Meeting adjourned at 7:27 PM

Motion: Approve

By: Kurtis Baumgartner

Second: LeAnne Zentz

Yes: Kurtis Baumgartner, Julia Grimmer, Mike Hall, LeAnne Zentz

No: None

Abstain: Mike Antrim

Motion: Determination: Passed

Julia Grimmer, President

Date

Terri Wolf, Secretary

Date

These minutes are a summary of actions taken at the City of Westfield Parks and Recreation Board Meeting. A full recording of the meeting is available for viewing at:

<https://www.youtube.com/cityofwestfieldin>

RESOLUTION 25-109

A RESOLUTION OF THE CITY OF WESTFIELD PARKS AND RECREATION BOARD APPROVING AND ADOPTING THE CITY OF WESTFIELD FIVE YEAR COMPREHENSIVE PARK AND RECREATION MASTER PLAN

WHEREAS, the City of Westfield, Indiana (“City”) is a duly formed municipal corporation within the State of Indiana, governed by its duly elected Mayor and Common Council (“Council”);

WHEREAS, pursuant to Ordinance 24-08 and Ind. Code § 36-10-3 *et seq.*, the Council created a City Department of Parks and Recreation (“Department”) and a Parks and Recreation Board (“Board”);

WHEREAS, Ind. Code § 36-10-3-14 states that the Superintendent shall propose annually a plan for the operation of the Department and administer the approved plan;

WHEREAS, the Board is aware of the parks and recreation needs of the City’s residents; and

WHEREAS, the Board realizes the importance of sound planning in order to meet the parks and recreation needs of the City’s residents.

NOW, THEREFORE, BE IT RESOLVED by the City of Westfield Parks and Recreation Board that:

Section 1. The foregoing recitals are fully incorporated herein by reference.

Section 2. The Board hereby approves and adopts the City of Westfield Five Year Comprehensive Park and Recreation Master Plan, attached hereto as Exhibit “A”, as its official plan for the next five (5) years, for the growth and development of parks and recreational opportunities in the City of Westfield.

Section 3. This Resolution is effective upon passage.

PASSED THIS _____ DAY OF _____, 2025.

PARKS AND RECREATION BOARD
CITY OF WESTFIELD, INDIANA

President

Vice President

Member

Member

Member

ATTEST:

MASTER SERVICES AGREEMENT

This Master Services Agreement (this “Agreement”), effective as of _____, 2025 (the “Effective Date”), is entered into by and between Rent.fun, LLC, a Michigan limited liability company (“Operator”) and _____ (“Land Owner” or “Customer ”). In consideration of the mutual covenants and representations set forth in this Agreement, and for other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged and agreed, Land Owner and Operator hereby agree as follows:

The parties agree that the following schedules and attachments are herein incorporated by reference:

Schedule A – Rental Station Services and Obligations

Schedule B – Term & Premises

Schedule C – Land Owner Obligations

1. Purpose. Operator supplies and services recreational equipment sharing programs that utilize recreational equipment, physical storage and Bluetooth and cellular locking technology to allow the equipment to be rented, paid for, and locked and unlocked by users with an app (collectively, the “Rental Station Services”). Customer now wishes to engage Operator, and Operator has agreed to provide the Rental Station Services on certain of Customer’s parks, recreation, and open space areas, selected and approved in Land Owner’s sole discretion (the “Premises”), on the terms and conditions set forth herein and in **Schedule A**.

2. Term. This Agreement is effective as of the Effective Date and shall continue as specified in **Schedule B**, unless terminated earlier in accordance with the terms of this Agreement.

4. Exclusive License. Land Owner hereby grants to Operator an exclusive license during the Term to enter upon and utilize the Premises to install and operate the Rental Station Services and to bring onto the Premises personnel and equipment as Operator deems necessary in connection with the Rental Station Services. This exclusive license allows Operator to erect and store such equipment and materials as necessary on the Premises. Operator understands that Land Owner’s Premises have varying rules and regulations depending on the location and Operator will comply with said rules and regulations. During the Term of this Agreement, Land Owner agrees that Operator shall be the only paddlesport rental operator with the right to use the Premises for that purpose.

5. Termination. Unless otherwise prohibited by law, either party may terminate this Agreement: (i) if the other party is adjudicated bankrupt or otherwise seeks to avoid its performance obligations under applicable bankruptcy or insolvency laws, (ii) upon the occurrence of a material breach of this Agreement by the other party if such breach is not cured within thirty (30) days after written notice identifying the matter constituting the material breach, (iii) if Land Owner no longer owns or no longer has the right to license the Premises as specified herein this Agreement, or (iv) without cause, upon ninety (90) days written notice to the other party. In advance of any change in ownership of the Premises, Land Owner will provide Operator with at least fifteen (15) business days prior written notice of such change of ownership. Upon termination or expiration of this Agreement, Operator shall collect and remove all equipment or items located on the Premises within forty-five (45) days.

6. Limitation of Liability. To the maximum extent permitted by law (i) in no event will either party be liable to the other party for any indirect, incidental, special, exemplary or consequential damages, including lost profits or loss of goodwill, even if such party has been advised of the possibility of such loss. For the avoidance of doubt, the foregoing limitation of liability is not intended to limit either party’s liability for negligence or willful misconduct, nor is it intended to alter or limit the obligations of Operator under Section 7 below.

7. Liability for Loss; Indemnity. The Parties agree that Land Owner shall not be responsible or liable for any injury or damages to persons or property sustained by the Operator, its employees, subcontractors, agents and/or representatives, or by any other persons, including but not limited to customers of the Operator or any others using the equipment of the Operator, with or without permission of the Operator. The Operator shall defend, indemnify, and hold the Land Owner harmless from and against any and all third party claims, damages, lawsuits, losses and costs, including reasonable attorney's fees, asserted against Land Owner arising out of bodily injury or property damage to, or the death of, any person, including, but not limited to, any customer, subcontractor, supplier, employee, agent, representative or invitee of Operator or any subcontractor of Operator, to the extent such injury, damage or death arises out of or results in any manner from (a) Operator's failure to comply with the terms of this Agreement or applicable laws, ordinances, or regulations; and/or (b) the fault of, or any act of negligence, or willful misconduct, by Operator, Operator's subcontractors, suppliers, or anyone acting under its or their direction or control. Any indemnification of Land Owner and any limitation of Land Owner's liability shall to the same extent apply to Land Owner's officers, employees, agents, and contractors. Operator shall indemnify and hold Land Owner harmless from and against all damages whether awarded by a court of competent jurisdiction or agreed to by Operator in settlement with respect to such third party claims.

8. Insurance. Operator shall, throughout the term of this Agreement, at its own cost and expense, procure and maintain (i) public liability insurance with respect to the Operator's operations arising out of this Agreement, with limits of at least \$1,000,000.00 per occurrence and \$5,000,000 aggregate for bodily injury and death. Such insurance policies shall name the Land Owner as an additional insured, and shall provide that the policy cannot be cancelled without at least ten (10) days written notice to the Land Owner. Such policies shall contain an endorsement waiving all rights of subrogation, if any, against the Land Owner. Operator shall provide the Land Owner with proof of such insurance coverage prior to placement of any equipment on the Premises, or conducting any business on the Premises. Operator acknowledges and agrees that it is not an insured under any property or general liability policy maintained by the Land Owner. If Operator fails to obtain and/or maintain adequate insurance coverage as required herein, Land Owner may- in its sole discretion- immediately terminate this Agreement.

9. Subcontractors. The Operator shall be the sole source of contact regarding this Agreement. The Operator is totally responsible for all actions and work performed by its subcontractors. All terms, conditions and requirements of this Agreement shall apply without qualification to any services performed or goods provided by any subcontractor.

10. Publicity. Subject to the prior written approval of the Land Owner, Operator may release a press release announcing the parties' relationship hereunder, and may use Land Owner's name, logos, trademarks and service marks to (i) create marketing and advertising materials for Land Owner to use to promote the Rental Station Services, and (ii) place Land Owner on Operator's customer list, which will be displayed on Operator's website and in other publications. Operator shall not alter the Land Owner's name, logos, trademarks, or service marks in any way, including without limitation the composition or colors, as may be amended from time to time by the Land Owner. Operator agrees to adhere to such standards, specifications or requirements as may be prescribed by the Land Owner now or in the future regarding use of its name, logos, trademarks, or service marks. Operator acknowledges that ownership of the Land Owner's name, logos, trademarks, and service marks is and remains in the Land Owner and agrees that it will do nothing inconsistent with such ownership. Upon termination of this Agreement, any prior written approval to use the Land Owner's name, logos, trademarks, or service marks shall terminate and upon termination, Operator shall (1) immediately discontinue all such use, and (2) cease production, distribution, and advertising of, and either deliver to the Land Owner or destroy all printed and electronic materials bearing the Land Owner's name, logos, trademarks, or service marks.

13. Notice. Any notice required or permitted hereunder will be deemed effective when sent by electronic mail, or by certified mail, registered mail, or a signature confirmation service provided by the United States Postal Service, postage prepaid, or when sent by an overnight carrier as follows:

If to Operator:

Rent.fun, LLC
120 West Main Street,
Suite 300 Northville, MI 48167
Attn: Ansgar Strother
ansgar@movatic.co

If to Land Owner:

or at such other address as either party may from time to time specify by notice hereunder. If notice is provided by electronic mail, the party sending the notice has the burden of demonstrating that the notice was received. This burden may be met by any written acknowledgment or electronic reply to the electronic message from the party receiving notice, excluding any automatic or computer generated response.

14. Miscellaneous. This Agreement and all matters concerning its interpretation, performance, or enforcement will be governed in accordance with the laws of the State of Indiana (exclusive of its choice of law rules), and the federal laws of the U.S. Notwithstanding any provision hereof, Operator is an independent contractor under this Agreement and nothing herein shall be construed to create a partnership, joint venture or agency relationship between Operator and Land Owner, and Operator’s employees, representatives, agents and subcontractors shall not be deemed employees of Land Owner under any circumstances, and vice versa. Each party is solely responsible for all applicable taxes, withholdings, and other statutory or contractual obligations. Neither party may assign performance of this Agreement or any of its rights or delegate any of its duties under this Agreement without the prior written consent of the other, except that Operator may assign this Agreement without Land Owner’s prior written consent in the case of a merger, acquisition or other change of control, and in such event this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. This Agreement may be amended by mutual written agreement of the parties. Such amendments shall only be effective if incorporated in written amendments to this Agreement and executed by duly authorized representatives of the parties. This Agreement may be executed simultaneously or in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement. This Agreement contains the entire agreement of the parties relating to the subject matter hereof. In the event any of the provisions of this agreement shall be held to be invalid by any court of competent jurisdiction, the same shall be deemed severable, and as never having been contained herein, and this agreement shall then be construed and enforced in accordance with the remaining provisions hereof. In the event either party fails or refuses to comply with the terms of this Agreement, then the non-breaching party may seek any remedy available at law or in equity. Any action brought by either Party that arises out of or relates to this Agreement will be filed only in the state or federal courts located in Indiana, and each Party irrevocably submits to the jurisdiction of those courts and waives any objections that it may have now or in the future to the jurisdiction of those courts, and also waives any claim that it may have now or in the future that litigation brought in those courts has been brought in an inconvenient forum. The parties agree that the failure to enforce any provision or obligation under this Agreement shall not constitute a waiver thereof, or serve as a bar to the subsequent enforcement of any such provision or obligation under this Agreement

15. E-Verify. Under Ind. Code § 22-5-1.7-11, by entering into this Agreement with the Land Owner, the Operator is required to enroll in and verify the work eligibility status of all newly hired employees through the E-Verify program. The Operator is not required to verify the work eligibility status of all newly hired employees through the E-Verify program if the E-Verify program no longer exists. The Operator hereby confirms that it does not knowingly employ an unauthorized alien. The Operator further affirms that it will enroll in and agree to verify the work eligibility status of all newly hired employees through the E-Verify program.

16. Nondiscrimination. The Operator agrees that it will not discriminate against any employee or applicant for employment to be employed in the performance this Agreement, with respect to the employee’s

tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment, because of the employee's race, religion, color, sex, disability, national origin, or ancestry. Breach of this covenant may be regarded as a material breach of this Agreement.

17. Non-Appropriation. The Parties acknowledge that the Land Owner is a governmental entity whose funds are subject to appropriation by its fiscal body. Therefore, if at any time during the initial term or subsequent term of this Agreement, the Land Owner's fiscal body should fail to appropriate sufficient funds to continue this Agreement, it will become null and void. The Land Owner shall not be obligated to perform unless and until sufficient funds are appropriated. The Land Owner agrees to seek funding for the continuation of this Agreement during each budget cycle during the initial term or subsequent term of this Agreement. The Land Owner agrees to inform the Operator in writing of any such non-allocation of funds at the earliest possible date, and shall pay for all conforming services provided prior to exhaustion of the appropriated funds.

[Signature Page Follows]

AGREED AND ACCEPTED:

OPERATOR: Rent.Fun, LLC

By: _____

Name: _____

Title: _____

LAND OWNER: _____

By: _____

Name: _____

Title: _____

Schedule A

Rental Station Services and Obligations

A. EQUIPMENT & INITIAL LAUNCH: Operator will make available for rent Kayak Rental Stations Services, as collectively defined below in this subsection. Each Kayak Rental Station shall include:

- **Four (4)** sit-on-top kayaks and / or stand-up paddleboards, with associated paddles and lifejackets. This will involve a one-time cost of \$20,000. The station will be placed at the discretion of the landowner and can be moved using a forklift.
- When not in use, all equipment shall be stored in a tamper-proof locker provided, maintained, and installed by Operator. The locker shall include individual storage units suitable to store each kayak and / or paddleboard and associated lifejackets and paddles. Each storage unit shall be secured by an app-controlled cellular lock, provided and maintained by Operator.

B. SIGNAGE. Operator may choose to provide signage at the Premises, which shall conform to all applicable laws, regulations and ordinances. Operator may obtain third party sponsors for the signage and retain all revenue collected therefrom. Operator will submit sponsor identification and designs of any anticipated decals or signage for Land Owner's approval prior to installation, not to be unreasonably withheld. Operator shall be solely responsible for installation and maintenance of any decals or signage.

C. CUSTOMER SUPPORT: Operator shall provide customer and technical support services to end users of its equipment to resolve billing issues, technical issues, and general inquiries.

D. MARKETING: Operator shall develop and deliver to Land Owner a custom website designed to market the Rental Station Services prior to launch, at no cost to Land Owner.

E. MAINTENANCE: Operator shall be solely and financially responsible and liable for all upkeep, maintenance, repair, security, inspection, cleaning, safety, and replacement of the equipment. Operator's maintenance personnel will visit the Premises as needed to perform general maintenance and cleaning of all equipment to ensure that all equipment is in good repair and condition for use. In the event a safety or maintenance issue is discovered on any equipment available for rent, such equipment shall be made unavailable to users and shall be removed and repaired by the Operator (or its third-party designee) before it is put back into service.

Schedule B

Term & Premises

1. **Term**: The Term shall commence on the Effective Date and shall continue for a period of 5 years after the date on which the services are made available to the public, unless earlier terminated in accordance with the provisions of this Agreement (“Initial Term”).
2. **Payment Processor**. Operator shall collect fees from end users of the Rental Station Services through third-party payment processing agents selected by Operator from time to time (each, a "**Payment Processor**")
3. **Rental Fees; Rental Fee Revenue Share**. Consumers shall pay Operator a Rental Fee for the right to use the Rental Station(s). Operator has the right to set the Rental Fee within commercially reasonable standards and reserves the right to adjust the Rental Fee from time to time with 30 days written notice to Land Owner. Land Owner shall receive 50% of the gross Rental Fees received from watercraft rentals on Premises, less the direct costs of any Non-Standard Repair. Non-standard repairs shall include:
 - (a) moving the subject locker or equipment to a new location, on written request of City.
 - (b) damage to the locker or equipment therein due to theft, vandalism, natural disasters or negligence of the City.
4. **Revenue Share Payment**. Revenue share payments and Membership shall be paid by Operator to Land Owner on an annual basis by check, mailed to an address as designated by the Land Owner. Operator shall include a report of every transaction that resulted in Land Owner’s revenue share payment. Operator shall make the revenue share payment to Land Owner for preceding calendar year by March 1 of the following year. All revenue share payments shall be made without deduction for withholding taxes. Late payments shall be subject to fees at the rate of 1.5% per month or, if lower, the maximum rate allowed by law.
5. **Nationwide Membership Pass**. Operator markets and sells a Nationwide Membership pass to consumers across the county. Under the Nationwide Membership Pass Program, consumers pay Operator a fee in exchange for discounted Rental Fees at any of Rent.Fun’s Rental Stations across the country. Land Owner acknowledges and agrees that the Rental Stations provided under this Agreement will be included in Operator’s national network and Nationwide Members may receive free or discounted access to the Kayak Rental Station(s) located at Premises. Land Owner further acknowledges and agrees that the Operator is entitled to 65% of the revenue that it generates from its sales of the Nationwide Membership Pass Program.

Schedule C

Land Owner Obligations

1. **EQUIPMENT.** Land Owner will use reasonable efforts to report any maintenance or other issues relating to Operator's rental equipment on the Premises. Land Owner, however, is under no obligation to maintain, inspect, repair, replace, clean, or secure Operator's rental equipment, which obligation is solely that of Operator.
2. **MARKETING.** Land Owner agrees to link to the program website from the Land Owner's web properties and social media accounts within 60 days of the date that program website is delivered to Land Owner.
3. **COMPENSATION.**
 - Activation Fee: \$20,000 (one-time cost for 4-unit kayak station)
4. **PAYMENT.** Operator shall send an invoice following the execution of this Agreement with payment terms of net 45 days. All payments shall be made without deduction for withholding taxes. Late payments shall be subject to fees at the rate of 1.5% per month or, if lower, the maximum rate allowed by law. Such fees shall be deducted from the first Annual Revenue Share Payment sent to Land Owner under Schedule B, Section C.



To: Westfield Parks and Recreation Board
Date: March 5th, 2025
Re: Action Item-Signing Authority
Spring 2025 Round-A-Bout Landscaping Project

The City of Westfield Parks and Recreation Department is requesting that the Parks and Recreation Board grant Christopher McConnell, Parks and Recreation Director, signing authority for the Spring 2025 Round-A-Bout Landscaping Project. All proposals in response to the Request for Proposals (“RFP”) are currently being reviewed for proper compliance. The contract(s) will be awarded pursuant to applicable law and criteria established in the RFP, provided the proposed sum is not greater than the not to exceed sum stipulated in the RFP.

Julia Grimmer, Board President

Kurtis Baumgartner, Board Vice President

LeAnne Zentz

Mike Hall

Mike Antrim