



**CITY OF BLOOMINGTON
parks and recreation**

AGENDA

City of Bloomington Board of Park Commissioners
Special Meeting: Thursday, November 8, 2018 4pm – 5pm

Parks and Recreation Conference Room
401 North Morton, Suite 250

CALL TO ORDER - ROLL CALL

A. CONSENT CALENDAR - None

B. PUBLIC HEARINGS/APPEARANCES

B-1 General Public Comment Period

B-2 Public Hearing regarding Resolutions 18-05 through 18-07: Confirming Declaratory Resolutions Approving Projects of the Park District of the City of Bloomington, Indiana

C. OTHER BUSINESS

C-1 Review/Approval of Confirming Declaratory Resolutions 18-05 through 18-07 Titled:

Confirming declaratory and bond resolution of the Board of Park Commissioners of the City of Bloomington approving projects of the park district of the City of Bloomington, Indiana and authorizing issuance of 2018A Bonds, 2018B Bonds, and 2018C Bonds for the purpose of providing funds to be applied to pay for projects and incidental expenses in connection therewith and on account of the issuance of the 2018A Bonds, 2018B Bonds and 2018C Bonds.

(Paula McDevitt)

C-2. Review/Approval of contract with IU EMS for Bicentennial 5K Run

(Becky Higgins)

ADJOURNMENT



CITY OF BLOOMINGTON
parks and recreation

STAFF REPORT

Agenda Item: C-1
Date: 11/2/2018

Administrator
Review\Approval
PM

TO: Board of Park Commissioners
FROM: Paula McDevitt, Administrator
DATE: November 2, 2018
SUBJECT: 2018 Park District Bonds

Recommendation

Staff recommends the confirmatory approval of resolutions #18-05 through #18-07 for the issuance of Park District Bonds for Bicentennial Trees & Trails projects.

Background

Staff has submitted three (3) resolutions for your consideration, which, if approved, would authorize¹ the issuance of Park District Bonds (collectively “2018 Parks Bonds”). These bonds will fund trails and tree planting projects designed to enhance the physical beauty and recreational value of our community, as our generation’s way of making a positive, long-lasting impact on Bloomington’s future in honor of its Bicentennial.

Bonds are frequently used by municipal governments to pay for large capital improvements that cannot be funded otherwise. The 2018 Parks Bond will be used for the following projects:

1. 7th St Greenway from B-Line Trail to Woodlawn and then Union to the 45/46 bypass. Creating as close as we can get to an East-West B-Line
2. RCA/Power Line trail. Connecting Switchyard and west side
3. Griffy Lake Loop Trail
4. Cascades Trail, Clubhouse Drive to College
5. 4-6 City entryways and tree groves
6. 1,400 street trees replaced
7. 3 blocks of alley enhancements/rebuilds

The bonds will be issued in the approximate amounts of \$3.5 million, \$3.9million and \$3.0 million, to cover these projects. While there is a limit on the amount of debt a municipality may have outstanding at one time, the statute the Parks department was organized under has no statutory limit, meaning that even after the 2018 Parks Bonds are issued the City will retain the flexibility necessary to address a subsequent

urgent infrastructure need. These bonds are being issued as Property Tax bonds and therefore the revenues to repay the bonds will come from property taxes assessed on property owners within the City's boundaries.

If approved, the Parks Department will move forward on these projects to extend and improve trails and plant trees throughout the City to honor Bloomington's past and its future.

More specifics regarding the projects are included in each of the resolutions and staff presentation materials.

RESPECTFULLY SUBMITTED,

A handwritten signature in black ink that reads "Paula McDevitt". The signature is written in a cursive style with a long horizontal stroke at the end.

Paula McDevitt

RESOLUTION NO. 18-05

RESOLUTION OF THE BOARD OF PARK COMMISSIONERS OF THE CITY OF BLOOMINGTON CONFIRMING DECLARATORY RESOLUTION APPROVING PROJECTS OF THE PARK DISTRICT OF THE CITY OF BLOOMINGTON, INDIANA

WHEREAS, pursuant to Ind. Code 36-10-4, the Board of Park Commissioners (the “Board”) of the City of Bloomington, Indiana (the “City”), governing body of the Park District of the City (the “District”), previously has made a preliminary determination to issue special taxing district bonds (the “2018A Bonds”), in one or more series, to finance certain capital improvements at facilities operated by the City of Bloomington Parks Department including the design, acquisition and construction of (i) improvements along 7th Street Greenway, including bike lanes, a greenway trail, multi-use paths from the B-Line Trail to Woodland and Union to the State Road 45/46 Bypass, (ii) trails and land acquisition for easements along the RCA/Power Line trail, and (iii) all related and incidental expenses incurred in connection therewith (the “*Project*”), and to pay the expenses incurred in connection with or on account of the issuance of the 2018A Bonds; and

WHEREAS, on October 23, 2018, the Board adopted its Resolution No. 18-02 (the “Declaratory Resolution”) declaring that it is necessary for the public health and welfare and will be of public utility and benefit to proceed with the Project; and

WHEREAS, thereafter, notice of a public hearing on final confirmation of the Declaratory Resolution, scheduled for November 8, 2018, was published in the manner provided by law; and

WHEREAS, on November 8, 2018, a public hearing was held on the public utility and benefit and necessity of the Project pursuant to the notice published thereof, and all persons desiring to be heard were heard; and

WHEREAS, the Board now finds that the Declaratory Resolution should be confirmed in all respects.

NOW, THEREFORE, THE BOARD OF PARK COMMISSIONERS OF THE CITY OF BLOOMINGTON, INDIANA, RESOLVES THE FOLLOWING:

SECTION 1. Confirmation of Project. The Board hereby confirms the Declaratory Resolution for the Project, adopted by the Board on October 23, 2018, without modification.

SECTION 2. Effectiveness. This resolution shall be in full force and effect from and after its passage.

Passed and adopted by the Board of Park Commissioners of the City of Bloomington, Indiana, this 8th day of November, 2018.

BOARD OF PARK COMMISSIONERS OF
THE CITY OF BLOOMINGTON, INDIANA

Les Coyne

Darcie Fawcett

Joe Hoffmann

Kathleen Mills

RESOLUTION NO. 18-06

RESOLUTION OF THE BOARD OF PARK COMMISSIONERS OF THE CITY OF BLOOMINGTON CONFIRMING DECLARATORY RESOLUTION APPROVING PROJECTS OF THE PARK DISTRICT OF THE CITY OF BLOOMINGTON, INDIANA

WHEREAS, pursuant to Ind. Code 36-10-4, the Board of Park Commissioners (the “Board”) of the City of Bloomington, Indiana (the “City”), governing body of the Park District of the City (the “District”), previously has made a preliminary determination to issue special taxing district bonds (the “2018B Bonds”), in one or more series, to finance certain capital improvements at facilities operated by the City of Bloomington Parks Department including the design, acquisition and construction of (i) trails at Griffy Lake, (ii) a trail from Clubhouse Drive to College Avenue at Cascades Park, and (iii) all related and incidental expenses incurred in connection therewith (the “*Project*”), and to pay the expenses incurred in connection with or on account of the issuance of the 2018B Bonds; and

WHEREAS, on October 23, 2018, the Board adopted its Resolution No. 18-03 (the “Declaratory Resolution”) declaring that it is necessary for the public health and welfare and will be of public utility and benefit to proceed with the Project; and

WHEREAS, thereafter, notice of a public hearing on final confirmation of the Declaratory Resolution, scheduled for November 8, 2018, was published in the manner provided by law; and

WHEREAS, on November 8, 2018, a public hearing was held on the public utility and benefit and necessity of the Project pursuant to the notice published thereof, and all persons desiring to be heard were heard; and

WHEREAS, the Board now finds that the Declaratory Resolution should be confirmed in all respects.

NOW, THEREFORE, THE BOARD OF PARK COMMISSIONERS OF THE CITY OF BLOOMINGTON, INDIANA, RESOLVES THE FOLLOWING:

SECTION 1. Confirmation of Project. The Board hereby confirms the Declaratory Resolution for the Project, adopted by the Board on October 23, 2018, without modification.

SECTION 2. Effectiveness. This resolution shall be in full force and effect from and after its passage.

Passed and adopted by the Board of Park Commissioners of the City of Bloomington, Indiana, this 8th day of November, 2018.

BOARD OF PARK COMMISSIONERS OF
THE CITY OF BLOOMINGTON, INDIANA

Les Coyne

Darcie Fawcett

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Kathleen Mills

RESOLUTION NO. 18-07

RESOLUTION OF THE BOARD OF PARK COMMISSIONERS OF THE CITY OF BLOOMINGTON CONFIRMING DECLARATORY RESOLUTION APPROVING PROJECTS OF THE PARK DISTRICT OF THE CITY OF BLOOMINGTON, INDIANA

WHEREAS, pursuant to Ind. Code 36-10-4, the Board of Park Commissioners (the “Board”) of the City of Bloomington, Indiana (the “City”), governing body of the Park District of the City (the “District”), previously has made a preliminary determination to issue special taxing district bonds (the “2018C Bonds”), in one or more series, to finance certain capital improvements at facilities operated by the City of Bloomington Parks Department including the design, acquisition and construction of (i) entryway beautification, tree planting, landscaping, and related improvements at the entryways to the City; (ii) the replacement of trees along City roadways; (iii) alley enhancements and rebuilding; and (iv) all related and incidental expenses incurred in connection therewith (the “*Project*”), and to pay the expenses incurred in connection with or on account of the issuance of the 2018C Bonds; and

WHEREAS, on October 23, 2018, the Board adopted its Resolution No. 18-04 (the “Declaratory Resolution”) declaring that it is necessary for the public health and welfare and will be of public utility and benefit to proceed with the Project; and

WHEREAS, thereafter, notice of a public hearing on final confirmation of the Declaratory Resolution, scheduled for November 8, 2018, was published in the manner provided by law; and

WHEREAS, on November 8, 2018, a public hearing was held on the public utility and benefit and necessity of the Project pursuant to the notice published thereof, and all persons desiring to be heard were heard; and

WHEREAS, the Board now finds that the Declaratory Resolution should be confirmed in all respects.

NOW, THEREFORE, THE BOARD OF PARK COMMISSIONERS OF THE CITY OF BLOOMINGTON, INDIANA, RESOLVES THE FOLLOWING:

SECTION 1. Confirmation of Project. The Board hereby confirms the Declaratory Resolution for the Project, adopted by the Board on October 23, 2018, without modification.

SECTION 2. Effectiveness. This resolution shall be in full force and effect from and after its passage.

Passed and adopted by the Board of Park Commissioners of the City of Bloomington, Indiana, this 8th day of November, 2018.

BOARD OF PARK COMMISSIONERS OF
THE CITY OF BLOOMINGTON, INDIANA

Les Coyne

Darcie Fawcett

Joe Hoffmann

Kathleen Mills



CITY OF BLOOMINGTON
parks and recreation

STAFF REPORT

Agenda Item: C-2
Date: 11/5/2018

Administrator
Review\Approval
C-2

TO: Board of Park Commissioners
FROM: Jess Klein
DATE: November 8, 2018
SUBJECT: IC-EMS CONTRACT FOR BICENTENNIAL VETERANS DAY 5K

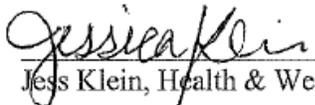
Recommendation

Staff recommends the approval of the contract with Indiana University Intercollegiate Emergency Medical Services to provide services for the Bicentennial Veterans Day 5K Run/Ruck on Sunday, November 11th, 2018.

Background

In an effort to be fully prepared for any injury or health condition that may occur, staff recommends a contract agreement to secure Emergency Medical Services (EMS) for the duration of the event. Intercollegiate Emergency Medical Services (IC-EMS) has agreed to provide three teams, consisting of two Emergency Medical Technicians (EMT) and one First Aider each, for a total of six EMT's and three First Aiders. All EMT's with IC-EMS are state-licensed. Staff has agreed to pay \$200 for coverage for 3.5 hours. Staff was not able to secure an EMS until just recently, and that is why this contract had to be rushed at this late date.

RESPECTFULLY SUBMITTED,



Jess Klein, Health & Wellness Coordinator

AGREEMENT BETWEEN CITY OF BLOOMINGTON PARKS AND RECREATION DEPARTMENT AND IU INTERCOLLEGIATE EMERGENCY MEDICAL SERVICES

This Agreement, entered into on this ____ day of November, 2018 by and between the City of Bloomington Department of Parks and Recreation (the "Department"), and IU Intercollegiate Emergency Medical Services ("Contractor").

Article 1. Scope of Services Contractor shall provide three teams of personnel to include: Six EMT's and three First-Aiders along with necessary gear and supplies ("Services"). Contractor shall diligently provide the Services under this Agreement and shall complete the Services described in this Agreement in a timely manner consistent with the Standard of Care identified in Article 2. Contractor shall complete the Services required under this Agreement on or before 11/11/18 unless the parties mutually agree to a later completion date. Completion shall mean completion of all work related to the Services. In the performance of Contractor's work, Contractor agrees to maintain such coordination with the Department as may be requested and desirable, including primary coordination with Jess Klein as the Department's Project Manager. Contractor agrees that any information or documents, including digital GIS information, supplied by the Department pursuant to Article 3, below, shall be used by Contractor for this project only, and shall not be reused or reassigned for any other purpose without the written permission of the Department.

Article 2. Standard of Care Contractor shall be responsible for completion of the Services in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances ("Standard of Care"). The Department shall be the sole judge of the adequacy of Contractor's work in meeting the Standard of Care; however, the Department shall not unreasonably withhold its approval as to the adequacy of Contractor's performance. Upon notice to Contractor and by mutual agreement between the parties, Contractor will, without additional compensation, correct or replace any and all Services not meeting the Standard of Care.

Article 3. Responsibilities of the Department The Department shall provide all necessary information regarding requirements for the Services. The Department shall furnish such information as necessary for the orderly progress of the work, and Contractor shall be entitled to rely upon the accuracy and completeness of such information. The Department's Project Manager shall act on its behalf with respect to this Agreement.

Article 4. Compensation The Department shall pay Contractor for all fees and expenses in an amount not to exceed Two Hundred Dollars (\$200). Contractor shall submit an invoice to the Department upon the completion of the Services described in Article 1. The invoice shall be sent to: Jess Klein, City of Bloomington, 401 N. Morton, Suite 250, Bloomington, Indiana 47404. Invoices may be sent via first class mail postage prepaid or via email. Payment will be remitted to Contractor within forty-five (45) days of receipt of invoice. Additional services not set forth in Article 1, or changes in the Services must be authorized in writing by the Department or its designated project coordinator prior to such work being performed, or expenses incurred. The Department shall not make payment for any unauthorized work or expenses.

Article 5. Appropriation of Funds Notwithstanding any other provision of this Agreement, if funds for the continued fulfillment of this Agreement by the Department are at any time not forthcoming or are insufficient, through failure of any entity, including the Department itself, to appropriate funds or otherwise, then the Department shall have the right to terminate this Agreement without penalty.

Article 6. Schedule Contractor shall perform the Services on November 11, 2018 from 12:00 pm to 3:00 PM ("Schedule"). The time limits established by this schedule shall not be exceeded, except for reasonable cause as mutually agreed by the parties.

Article 7. Termination In the event of a party's substantial failure to perform in accordance with the terms of this Agreement, the other party shall have the right to terminate the Agreement upon written notice. The nonperforming party shall have fourteen (14) calendar days from the receipt of the termination notice to cure or to submit a plan for cure acceptable to the other party. Additionally, the Department may terminate or suspend performance of this Agreement at the Department's prerogative at any time upon written notice to Contractor. Contractor shall terminate or suspend performance of the Services on a schedule acceptable to the Department and the Department shall pay the Contractor for all the Services performed up to the date that written notice is received, plus reasonable termination or suspension expenses. Upon restart, an equitable adjustment shall be made to Contractor's compensation and the schedule of services. Upon termination or suspension of this Agreement, all finished or unfinished reports, drawings, collections of data and other documents generated by Contractor in connection with this Agreement shall become the property of the Department, as set forth in Article 9 herein.

Article 8. Identity of the Contractor Contractor acknowledges that one of the primary reasons for its selection by the Department to perform the Services is the qualifications and experience of Contractor. Contractor thus agrees that the Services to be performed pursuant to this Agreement shall be performed by Contractor. Contractor shall not subcontract any part of the Services without the prior written permission of the Department. The Department reserves the right to reject any of the Contractor's personnel or proposed outside professional sub-Contractors, and the Department reserves the right to request that acceptable replacement personnel be assigned to the project.

Article 9. Ownership of Documents and Intellectual Property All documents, drawings and specifications, including digital format files, prepared by Contractor and furnished to the Department as part of the Services shall become the property of the Department. Contractor shall retain its ownership rights in its design, drawing details, specifications, databases, computer software and other proprietary property. Intellectual property developed, utilized or modified in the performance of the Services shall remain the property of Contractor.

Article 10. Independent Contractor Status During the entire term of this Agreement, Contractor shall be an independent contractor, and in no event shall any of its personnel, agents or sub-contractors be construed to be, or represent themselves to be, employees of the Department. Contractor shall be solely responsible for the payment and reporting of all employee and employer taxes, including social security, unemployment, and any other federal, state, or local taxes required to be withheld from employees or payable on behalf of employees.

Article 11. Indemnification Contractor shall defend, indemnify, and hold harmless the City of Bloomington, the Department, and the officers, agents and employees of the City and the Department from any and all claims, demands, damages, costs, expenses or other liability arising out of the Agreement or occasioned by the reckless or negligent performance of any provision thereof, including, but not limited to, any reckless or negligent act or failure to act or any misconduct on the part of the Contractor or its agents or employees, or any independent contractors directly responsible to it (collectively "Claims").

Article 12. Insurance During the performance of any and all Services under this Agreement, Contractor shall maintain the following insurance in full force and effect: a) Medical Liability Insurance, with a minimum limit of \$1,000,000 for each occurrence; and b) Workers' Compensation Insurance in accordance with the statutory requirements of Title 22 of the Indiana Code. All insurance policies shall be issued by an insurance company authorized to issue such insurance in the State of Indiana. The City of Bloomington, the Department, and the officers, employees and agents of each shall be named as insureds under the Medical Liability and Worker's Compensation policies, and such policies shall stipulate that the insurance will operate as primary insurance and that no other insurance of the City's will be called upon to contribute to a loss hereunder. Contractor shall provide evidence of each insurance policy to the Department prior to the commencement of work under this Agreement.

Article 13. Conflict of Interest Contractor declares that it has no present interest, nor shall it acquire any interest, direct or indirect, which would conflict with the performance of Services under this Agreement. Contractor agrees that no person having any such interest shall be employed in the performance of this Agreement.

Article 14. Waiver No failure of either party to enforce a term of this Agreement against the other shall be construed as a waiver of that term, nor shall it in any way affect the party's right to enforce that term. No waiver by any party of any term of this Agreement shall be considered to be a waiver of any other term or breach thereof.

Article 15. Severability The invalidity, illegality or unenforceability of any provision of this Agreement or the occurrence of any event rendering any portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of this Agreement. Any void provision shall be deemed severed from this Agreement, and the balance of the Agreement shall be construed and enforced as if it did not contain the particular provision to be held void. The parties further agree to amend this Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this Article shall not prevent this entire Agreement from being void should a provision which is of the essence of this Agreement be determined void.

Article 16. Assignment Neither the Department nor the Contractor shall assign any rights or duties under this Agreement without the prior written consent of the other party. Unless otherwise stated in the written consent to an assignment, no assignment will release or discharge the assignor from any obligation under this Agreement.

Article 17. Third Party Rights Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the parties.

Article 18. Governing Law and Venue This Agreement shall be governed by the laws of the State of Indiana. Venue of any disputes arising under this Agreement shall be in the Monroe Circuit Court, Monroe County, Indiana.

Article 19. Non-Discrimination Contractor shall comply with City of Bloomington Ordinance 2.21.020 and all other federal, state and local laws and regulations governing non-discrimination in all regards, including, but not limited to, employment.

Article 20. Compliance with Laws In performing the Services under this Agreement, Contractor shall comply with any and all applicable federal, state and local statutes, ordinances, plans and regulations, including any and all regulations for protection of the environment. Where such statutes, ordinances, plans or regulations of any public authority having any jurisdiction over the project are in conflict, Contractor shall proceed using its best judgment only after attempting to resolve any such conflict between such governmental agencies, and shall notify the Department in a timely manner of the conflict, attempts of resolution, and planned course of action.

Article 21. E-Verify Contractor is required to enroll in and verify the work eligibility status of all newly-hired employees through the E-Verify program. (This is not required if the E-Verify program no longer exists). Contractor shall sign an affidavit, attached as Exhibit A, affirming that Contractor does not knowingly employ an unauthorized alien. Contractor shall require any subcontractors performing work under this contract to certify to the Contractor that, at the time of certification, the subcontractor does not knowingly employ or contract with an unauthorized alien and the subcontractor has enrolled in and is participating in the E-Verify program. Contractor shall maintain on file all subcontractors' certifications throughout the term of the contract with the City.

Article 22. Notices Any notice required by this Agreement shall be made in writing to the individuals/addresses specified below:

Department: City of Bloomington, Attn: Jess Klein, 401 N. Morton, Bloomington, IN 47402. **Contractor:** IC-EMS, Student Activities Office, Indiana Memorial Union, 900 East 7th St. Suite 672, Bloomington, IN 47405. Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of the Department and Contractor.

Article 23. Integration and Modification This Agreement, including all Exhibits incorporated by reference, represents the entire and integrated agreement between the Department and the Contractor. It supersedes all prior and contemporaneous communications, representations and agreements, whether oral or written, relating to the subject matter of this Agreement. This Agreement may be modified only by a written amendment signed by both parties hereto.

Article 24. Non-Collusion Contractor is required to certify that it has not, nor has any other member, representative, or agent of Contractor, entered into any combination, collusion, or agreement with any person relative to the price to be offered by any person nor prevented any person from making an offer nor induced anyone to refrain from making an offer and that this offer is made without reference to any other offer. Contractor shall sign an affidavit, attached hereto as Exhibit B, affirming that Contractor has not engaged in any collusive conduct. Exhibit B is attached hereto and incorporated by reference as though fully set forth.

CITY OF BLOOMINGTON

IU INTERCOLLEGIATE EMERGENCY MEDICAL SERVICES

Philippa M. Guthrie, Corporation Counsel

Name of Signatory, Title

CITY OF BLOOMINGTON PARKS AND RECREATION

Paula McDevitt, Director

Signature

Kathleen Mills, President, Board of Park Commissioners

EXHIBIT B

STATE OF _____)
) SS:
COUNTY OF _____)

NON-COLLUSION AFFIDAVIT

The undersigned offeror or agent, being duly sworn on oath, says that he has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by him, entered into any combination, collusion or agreement with any person relative to the price to be offered by any person nor to prevent any person from making an offer nor to induce anyone to refrain from making an offer and that this offer is made without reference to any other offer.

OATH AND AFFIRMATION

I affirm under the penalties of perjury that the foregoing facts and information are true and correct to the best of my knowledge and belief.
Dated this _____ day of _____, 2018.

**IU INTERCOLLEGIATE
EMERGENCY MEDICAL SERVICES**

By: _____

STATE OF _____)
) SS:
COUNTY OF _____)

Before me, a Notary Public in and for said County and State, personally appeared _____ and acknowledged the execution of the foregoing this ____ day of _____, 2018.

_____ My Commission Expires: _____
Notary Public's Signature

_____ County of Residence: _____
Printed Name of Notary Public