CITY OF BLOOMINGTON
parks and recreation

AGENDA

City of Bloomington Board of Park Commissioners — Council Chambers
Regular Meeting: Tuesday, October 24, 2017 4:00 – 5:30 p.m. — 401 N. Morton St.

CALL TO ORDER - ROLL CALL

A. CONSENT CALENDAR

A-1. Approval of Minutes of September 29, 2017 and October 2, 2017
A-2. Approval of Claims Submitted September 16, 2017 – October 20, 2017
A-3. Approval of Non-Reverting Budget Amendments
A-4. Review of Business Report
A-5. Approval of Surplus

B. PUBLIC HEARINGS/APPEARANCES

B-1.	Public Comment Period	-		
B-2.	Bravo Award	-	Terry Clark	(Sarah Owen)
B-3.	Parks Partner Award	-		
B-4.	Staff Introductions	-		

C. OTHER BUSINESS

C-1.	Review/Approval of Access License Agreement with IU Health Bloomington	(Steve Cotter)
C-2.	Review/Approval of Affordable Housing Project RFP proposal	(Paula McDevitt)
C-3.	Support of Lease Purchase Agreement for Solar Panels	(Anahit Behjou)
C-4.	Review/Approval of contract with The Production House	(Julie Ramey)
C-5.	Review/Approval of partnership Agreement with Bloomington Blades Youth Hockey Association	(Dee Tuttle)
C-6.	Review/Approval of partnership Agreement with Bloomington Blades High School Hockey Association	(Dee Tuttle)
C-7.	Review/Approval of partnership Agreement with Bloomington Figure Skating Club	(Dee Tuttle)
C-8.	Review/Approval of contract with C & H Lawn and Landscaping	(Dee Tuttle)
C-9.	Review/Approval of contract with Overhead Door of Bloomington	(Dee Tuttle)
C-10.	Review Approval of partnership Agreement with Chris Doran	(Mark Sterner)
C-11.	Review/Approval of contract with Bounds Flooring Inc.	(Mark Sterner)
C-12.	Review/Approval of contract with Eco Logic LLC	(Joanna Sparks)
C-13.	Review/Approval of Holiday Market Selling Spirits	(Marcia Veldman)
C-14.	Review of 2018 Price Schedule	(Division Directors)

D. REPORTS

D-1.	Operations Division	-		
D-2.	Recreation Division	-	Kid City Report	(Amy Shrake)
D-3.	Sports Division	-		
D-4.	Administration Division	-		

ADJOURNMENT

Board packets/reports are available to the public by contacting the Department at 349-3700.

CITY OF BLOOMINGTON
parks and recreation

A-1
10-24-2017

Board of Park Commissioners
Regular Meeting
Minutes

Tuesday, September 19, 2017 Council Chambers
4:00 – 5:30 p.m. 401 N. Morton

CALL TO ORDER
The meeting was called to order by Mr. Les Coyne at 4:00 p.m.

Board Present: Mr. Les Coyne, Mr. Joe Hoffmann, Ms. Kathleen Mills

Staff Present: Paula McDevitt, Dave Williams, Becky Higgins, Julie Ramey, Kim Clapp, Leslie Brinson, Steve Cotter, Mark Marotz, Lee Huss, Marcia Veldman, Erik Pearson, Joanna Sparks, Barb Dunbar, Elizabeth Tompkins, Crystal Ritter, Hannah Brock, Sarah Owen, and Ellen Campbell

A. CONSENT CALENDAR
A-1. Approval of Minutes of August 22, 2017 Meeting
A-2. Approval of Claims Submitted August 19, 2017 through September 15, 2017
A-3. Approval of Non-Reverting Budget Amendments
A-4. Review of Business Report
A-5. Approval of Surplus

Ms. Kathleen Mills made a motion to approve the Consent Calendar. Mr. Joe Hoffmann seconded the motion. Motion unanimously carried.

B. PUBLIC HEARINGS/APPEARANCES

B-1. Public Comment Period – None

B–2. Bravo Award – None

B-3. Parks Partner Award – None

B-4. Staff Introduction
Mr. Mark Marotz approached the podium. Mr. Marotz recently accepted the position of Operation Superintendent with the Parks and Recreation Department. For the last 18 years, Mr. Marotz worked for Menard's, the last four years were spent as the general manager of the Bloomington store where he lead 200 plus employees, managed eight different sales departments and two supporting departments. Mr. Marotz is excited about the opportunity to be with BPRD.

Ms. Hannah Brock approached the podium. Ms. Brook recently accepted the position of Community Events Specialist, The past year, Ms. Brock has been working part time for BPRD, the most recent position being Assistant Director of the Kids City Summer Camp. Ms. Brock came to the Parks Department from North Carolina, where she worked as an Intern, Sales Associate and an Assistant Manager for a retail rental company on Bald Head Island in North Carolina. Her previous positions, within the department, have challenged her and aided in her growth as a young recreation professional. Ms. Brock is thankful for this opportunity. Ms. Brook believes this department is great, and goes above and beyond to create positive and memorable experiences for the community.

Ms. Sarah Owen approached the podium. Ms. Owen recently accepted the positon of the Community Relations Coordinator. Her previous professional experience has been exclusively with small local nonprofit agencies. Ms. Owen began her career with the Hoosier Health Food Bank, as the USDA program coordinator distributing USDA commodity foods to local nonprofit soup kitchens and food pantries. Ms. Owen then moved on to the Perry Township Trustees Office, as an emergency assistance caseworker. For the past seven and a half years, Ms. Owen worked at the Amethyst House as an outpatient counselor and an administrative assistant. Ms. Owen was born in Indianapolis, and relocated to Bloomington when she was seven years old, and considers Bloomington her hometown. Ms. Owen was eager to return to Bloomington, after attending Butler University for four years. Ms. Owen welcomes this opportunity to act as a civil servant, and to give back to the local community.

Ms. Kiran Singh approached the podium. Ms. Singh will be with the BPRD for the next two years as a SPEA Service Corps Fellow, working with Marcia Veldman in the Farmers Market. Ms. Singh is a duel MPA and MSES student, and is in her first semester at SPEA. Ms. Singh is from Port Orchard, Washington, and a graduate of Oberlin College in environmental studies and geology. Ms. Singh served as an AmeriCorps Energy Corps Volunteer and later worked at the National Center for Appropriate Technology, in Butte, Montana. Through the Peace Corps, Ms. Singh served as an Environmental Action and Food Security Agent in Togo, West Africa, where she worked on gardening, reforestation and environmental education projects. Ms. Singh is excited continue working on food security issues with the City of Bloomington.

C. OTHER BUSINESS

C-1. Review/Approval of 2018 Proposed General Fund Budget Request

Ms. Paula McDevitt, Administrator, presented the BPRD 2018 proposed General Fund Budget. The budget request and revised program unit structure, reflects ongoing changes in service provision and true cost allocations by activity and program unit. The 2018 budget, was developed using a "zero based" budget model. This model assess the costs of every department service using no previous budget history, and building a budget based on the needs for each service delivered.

Parks Overview

- Accredited by the Commission for Accreditation of Park and Recreation Agencies in 2001, 2006, 2011, 2016
- 24 program units
- More than **300** sports and recreation programs annually
- More than 734,809 participations in 2016
- Responsible for more than $50 million in city assets
- 30.6 miles of trails
- 27 playgrounds and 34 public parks
- Manage 2,275.03 acres of property

Activity Description

Administration & Community Relations

- Provides customer service and clerical support for all department activities.
- Coordinates promotions, marketing, sponsors and volunteers.

Recreation Division

- Programs, events and services for preschoolers to senior adults and participants with varying degrees of abilities.
- Manage Allison-Jukebox Building, Banneker Community Center, Farmers' Market, Community Gardens, and Health/Wellness initiatives.

Sports Division

- Provides sports programs and services for youth and adults.
- Operates and maintains sports facilities, ball fields, tennis and basketball courts, pools, golf course, ice arena, and skateboard park.

Operations Division

- Responsible for maintenance, sanitation, capital improvements, planning and development of all City parks, natural areas, facilities, trails, and greenways.

- Responsible for beautification of parks and public areas, including landscaping, cemetery management, urban forestry, and Griffy Lake Nature Preserve
- Facilitates outdoor recreation, education and volunteer opportunities.

2018 Goals

- Increase seasonal hourly wages
- Apply for the 2018 Gold Medal Award
- Update Jackson Creek Trail
  B-Fit videos
- Create four pop-up programs marketed through social media
- Initiate a proactive tree management program

Funding the Citizen Vision for the Park System

- The highest percentage of monies should be invested in improving and maintaining existing parks.
- The 2nd highest percentage should be invested in maintaining and renovating existing facilities.
- The 3rd highest percentage should be invested in the construction of new walking and biking trails.

Park Bond Projects:

- Complete projects at Cascades Golf Course, Goat Farm, Griffy Lake Nature Preserve, Peoples Park, and Bryan Park Pool
- Capital Outlays: Equipment and vehicle replacements needed to maintain park assets.

New Trails

- Upper Cascades
- Lower Cascades
- Jackson Creek Trail extension
- Design services for trail system and update trailhead signage

Switchyard Park

- Bid project and break ground!
- Switchyard Park Pavilion
- Switchyard Park Stage
- Switchyard Park Police Substation

2018 Budget Highlights

Category 1 – Personnel Services increase of $181,954 (4%)

- Line 111 – Salaries and Wages – Regular – increases by $17,042 (.72%)
- Line 112 – Salaries and Wages – Temporary – increases by $178,964 (17.52%)

Category 2 – Supplies increase of $6617 (1%)

- $5000 - Operations requesting motion sensory high efficiency lighting at the new Switchyard Park Operations building
- $5575 – Operations for purchase of port-a-let; storage shelfing and cabinets for new Switchyard Park maintenance building.
- $4151 - Operations ongoing repairs to mowers, fencing, plumbing
- $8500 – Sports Adult Softball utility/gator vehicle for field and facility maintenance

Category 3 - Other Services –$ increase of $210,559 (12%)

- $9,000 – Operations – design services for city parks trail system which includes updating trailheads signs.
- $120,000 – Urban Forestry contractual re-inventory and canopy analysis with software of all City's public trees.
- $24,675 – Operations to contract an additional 21 mowing locations for a total of 42 sites.
- $42,000 – Urban Forestry large Ash tree removals due to EAB on the residential property line at Cascades Golf Course.

Category 4 – Capital Outlays - $266,000

- $25,000 – Sports Golf Services – rough mower
- $52,000 – Boxer 600HD walk-behind compact utility loader and attachments to include auger, bucket, brush cutter, stump grinder, tree forks – Operations Division
- $35,000 - 12 passenger Transit Van for use by the Recreation Division
- $28,000 – Full size Ram 1500 Sports Division
- $126,000 – (3) ¾ ton 4x4 trucks – Operations Division

2018 Budget Summary

Personal Services

- 2016 Actual Amount $4,453,959
- 2017 Adopted Budget $4,736,606
- 2018 Council $4,949,468
- 4% Increase of $181,954

Supplies

- 2016 Actual Amount $493,860
- 2017 Adopted Budget $595,958
- 2018 Council $602,575
- 1% Increase of $6,617

Other Services and Charges

- 2016 Actual Amount $1,462,618
- 2017 Adopted Budget $1,712,430
- 2108 Council $1,922,989
- 12% Increase of $210,559

Capital Outlays

- 2016 Actual Amount $154,716
- 2017 Adopted Budget $0
- 2018 Council $266,000
- Increase of $266,000

Total Parks Department

- 2016 Actual Amount $6,565,154
- 2017 Adopted Budget $7,044,004
- 2018 Council $7,741,032
- 9% Increase of $665,130

The 2018 Parks Budget request, addresses the goals of the Department, the Board of Park Commissioners, City Administration, the City Council, our residents, and parks and recreation system users to respond to our mission: "*To provide essential services, facilities, and products necessary for the positive development and well-being of the community through the provisions of parks, greenways, trails and recreational facilities while working in cooperation with other service providers in the community in order to maximize all available resources*." Together, we make Bloomington a better place to live, work and play.

The Board inquired as to why there was an increase in seasonal staff salary?

Ms. McDevitt stated, it has been difficult to recruit and maintain staff, due to the competition of other available jobs and wages.

Ms. Kathleen Mills moved approval of the 2018 Proposed General Fund Budget. Mr. Hoffman seconded. Motion unanimously carried.

C-2 Review/Approval of Change in Price Schedule of the Holiday market Arts Fair Booth Spaces

Ms. Crystal Ritter, Community Events Coordinator, staff recommends a change in the 2017 Price Schedule for the Holiday Market arts fair booth spaces. Prices would increase $5.00 per space, this increase was inadvertently excluded from the 2017 price schedule. The prices would remain in effect through the end of 2017. Spaces continue to sell out, the number of artists continue to increase for this event, and staff feel the $5.00 increase is appropriate.

Ms. Kathleen Mills moved approval of the Change in 2017 Price Schedule of the Holiday Market Arts Fair Booth Spaces. Mr. Hoffman seconded. Motion unanimously carried.

C-3. Review/Approval of Consultant Contract Agreement for Facility Roofing Projects

Mr. Dave Williams, Operations Director, due to age and condition, the Department wishes to make roofing repairs to four BPRD facilities, including RCA Park Group Shelter, Bryan Park Woodlawn Shelter, Olcott Park Howard Young

Shelter, and the large barn on the Goat Farm property. The Department requires the services of a professional consultant in order to survey existing conditions and present recommendations for any additional services required. The Department has used STR Building Resources LLC in the past, with great success.

Ms. Mills moved approval of the Consultant Contract Agreement for Facility Roofing Projects. Mr. Hoffman seconded. Motion unanimously carried.

C-4. Review/Approval of Consultant Contract Interpretive Ideas

Mr. Dave Williams, Operations Director, the Park Bond has identified funding for improvements to Peoples Park, and the Department would like to include an interpretive sign to help "tell the story" of the park. The Department requires the services of a professional consultant to perform sign content research, text writing, image generation, editing, fabrication, and establish placement in conceptual layout for one high-pressure laminate interpretive sign with two in-ground posts. The Department has worked with Interpretive Ideas on several signage projects.

Ms. Mills moved approval of the Consultant Contract Interpretive Ideas for Peoples Park Signage. Mr. Hoffman seconded. Motion unanimously carried.

C-5. Review/Approval of Partnership Agreement with WonderLab and the Monroe County Fairgrounds for the Bloomington Pumpkin Launch

Ms. Leslie Brinson, Community Events Manager, the Department wishes to provide a fun way for members of the Bloomington community to celebrate autumn. This partnership will combine the available resources of BPRD, Monroe County Fair Grounds, and Wonderlab, and offer an opportunity for the Bloomington community to participate in an affordable and family-friendly fall event, known as the Bloomington Pumpkin Launch. The event will be held at the Monroe County Fairgrounds, on Saturday, November 4, 2017.

Ms. Mills moved approval of the Partnership Agreement with Wonderlab and the Monroe County Fairgrounds for the Bloomington Pumpkin Launch. Mr. Hoffman seconded. Motion unanimously carried.

C-6 Review/Approval of Holiday Market Carriage Ride Contract

Ms. Marcia Veldman, Program Coordinator, the Department wishes to provide carriage rides for the Holiday Market, and requires the services of a professional consultant to provide two horse carriages with horse for five hours of carriage rides. The carriage rides will be on Saturday, November 25th. The Consultant will provide all insurance documentation and veterinarian certification to the Department at least seven days prior to the event. The carriages will be inspected by the Bloomington Police Department prior to the event. The consultant will obtain a permit from the Animal Care and Control Department per BMC 7.16.030 and to comply with all requirement of the BMC 7.36, and to submit the horses used for the carriage rides to an inspection by the Animal Control Officer per BMC 7.16.20. All animal waste will be removed by the Consultant or horses must wear manure bags. Consultant will comply with the Board of Public Works' resolution that stipulates the route of the carriage rides on the day of the service. Participants will be charges $5.00 per ride, to help cover the vendor cost of $1,300.

Ms. Mills moved approval of the Contract for Holiday Carriage Ride. Mr. Hoffman seconded. Motion unanimously carried.

C-7 Review/Approval of Contract for Hazardous Tree Removals

Mr. Lee Huss, Urban Forester, the Department wishes to remove several hazardous trees. Due to location of nearby electric service and private infrastructure, the Department requires the services of a professional consultant in order to perform the removal of 12 Ash trees, 1 Hickory tree, 1 Hornbeam tree, 1 Siberian Elm tree, 1 Silver Maple tree, and prune 1 Oak tree. Mominee Tree Services is a certified arborists.

Ms. Mills moved approval of the Contract for Hazardous Tree Removals. Mr. Hoffman seconded. Motion unanimously carried.

D. Reports

D-1. Recreation – Banneker Summer Program

Mr. Erik Pearson, Banneker Facility/Program Coordinator, presented an overview of the 2017 Banneker Summer Program

Overview

- The Banneker Center has offered the Summer Food Service Program (SFSP) for 15 years
- SFSP is a Department of Education program that provides nutritious meals when the National School Lunch program is not in service
- The Indiana Department of Education reimburses organizations that prepare and serve meals to eligible children
- Banneker serves meals on-site, and provides daily programming for 80+ K-6th grade participants Monday-Friday in June and July
- Registration is $1/per day
- Of the 160+ participants registered, 97% qualified for free/reduced lunch within MCCSC

Objective

- Safety
  Our number one objective is to do everything possible to ensure the well-being and safety of each participant.
- Provide a fun, recreational environment for all
  Create opportunities for participants to enjoy their experience through a variety of activities focused on fun
- Skill Acquisition
  Provide opportunities for each participant to develop new skills, be exposed to educational environments to aid in academic retention, and experience new things.

Community Partners/Clubs

- Music Club-Terrance Amos
- Dance Club-KICKS Unlimited Dance LLC
- History Club-Emily Purcell/Farmer House Museum
- Ceramics Club-Alyson Oveson
- Nature Club-Elizabeth Tompkins, Autumn Brunelle, Rebecca Jania
- Sports Club-Sir Jervante Golden
- Science Club-Kierra Fulmore-Black Graduate Student Association
- Yoga Club-Alison Miller
- Running Club-Alison Miller
- Arts/Crafts Club-Michael Gathright
- Monroe County Public Library-Summer reading program, library field trips
- Mother Hubbard's Cupboard

Field Trips

- Parks:
  RCA Park
  Olcott Park
  Cascades Park
  Butler Park
- IU Athletics Tour
- Fire Department Tour
- IU Auditorium
- Cikana State Fish Hatchery
- Hiltop Gardens
- Marble Hill Farm
- Leonard Springs
- Griffy Lake
- TLRC

Additional Information

- SFSP Attendance totals
  In 2015 – 2903
  In 2016 – 2665
  In 2017 – 3089
- Thirteen Registered Schools
- SFSP Total Meals Served

In 2015 – 4030
In 2016 – 4401
In 2017 - 4465

D-2 Operations Division – Weimer Lake Dam Removal Update (Wapehani Mt. Bike Park)
Mr. Steve Cotter, Natural Resource Manager, The Weimer dam was constructed in the early 1800s as a water source for Bloomington, and has long since ceased being used for that purpose.

The dam is inspected on a regularly bases by the Indiana Department of Natural Resources Division of Water Dam Safety Section, and they have indicated that the dam is currently in poor condition and it is rated as a significant hazard. The proposals for development downstream from the dam, would increase the hazard rating to a high hazard dam.

PBRD and the City Bloomington Utilities have had many discussion regarding the possibility of repairing or replacing the dam. The Utilities Department no longer has interest in the property, and repair of the dam would be a multimillion dollar project. The national trend is to remove dams, as there is an ecological case to be made that removal of dams is better for the environment. Given all these facts, in spite of our reluctance, staff believes removal of the dam would be the best decision.

Mr. Cotter invited Mr. Phil Peden, City of Bloomington Utilities Engineer to the podium to provide an update on the condition of the dam and share how the dam will be removed to increase public safety. .

Mr. Peden approached the podium. Removal of the dam is based on that DNR report that stated the dam was in unsatisfactory condition, with recommendation to decommission the dam. Counsel was sought from the legal staff at multiple times, and there is an increasing inability to insure the dam. Creating another factor in removal of the dam.

A request for proposal process was sought, with KCI Technologies being selected as the consultant for this project. KCI has hired two local firms to assist, Vet Environmental Consultants and Eco Logic. KCI is known for their stream restoration, and the environmental aspect of restoring an area that has been eroded or where dams were removed. A large part of KCI's plan addresses the restoration and remediation of the property. Restoring the area, so it can once again be an asset to BPRD. The plan proposes and details over five hundred trees, shrubs, and native plants to be planted along the stream. There will no longer be a lake, but the wetland area will remain.

Bidding of this project is to take place in October, and hopefully have a company under contract in November. We anticipate the projecting being completed in December 2018. For the safety reasons and construction traffic, the park will be closed for a time.

The floor was opened to questions.

The Board inquired, once the dam is gone, what would likely happen to the property in the future?

Mr. Peden commented, Utilities will relieve their selves of that property, because we'll be removing the asset that Utilities had control over. It will then be up to BPRD on how to use the property.

Mr. Cotter approached the podium. There is a spring fed creek that runs into that lake currently, when the dam is removed there will be basically a V-shaped notch in the dam that will be stepped back and the creek will just flow through in the general vicinity that it used to be before the damage there. As Phil mentioned there will be a lot of native plantings that goes into the site, and we think that it will actually enhance some of the habitat.

The Board thanked Mr. Cotter and Mr. Peden

D4. – Administration Division Seeking Board Ratification of Solar Installations of 13 Parks Facilities

Mr. Coyne introduced Alex Crowley, Directory Economic & Sustainable Development

Mr. Crowley approached the podium. Hello I am Alex Crowley. I'm the director of economic sustainable development

for the city of Bloomington. We're very excited to give you a quick preview of what is actually in the works right now. We are installing five megawatts of solar throughout the city. For City operations, it's going to be kind of a crazy time for the next 60 days or so. Approximately, 15000 panels are being delivered into the dimensioned mill, and we're going to have about 200 to 250 electricians swarming around the city. I wanted to just take you through the project at a high level, show you a couple of key facilities that are within the parks purview, and answer any questions you might have about the project.

Senate Bill 3 0 9 was passed at the beginning of the summer, and changed the rules for net metering for solar. In Monroe County, we already represent 20 percent of all solar installations, even though our population is about two and a half percent of the state. We disproportionately have solar in place, but the community has gotten very excited, not only among residents, but also businesses, and the city itself. You may know about the solarized project that's for residential installations, is now in phase two and pushing very hard to get as many solar panels onto residence roofs as possible. At the same time, the City made a commitment to install five megawatts of power throughout city operations, and have been working through the Guaranteed Energy Savings Contract to be able to do that.

The timeline of the Guaranteed Energy Savings Contract, we started back in June of 2016 evaluating potential companies for this project. In the early part of this year, we initiated work with the Energy Savings Group. They are the company that is doing all this work for us. In July we signed an agreement with them, announced in August 2017, with Council approval, the installation of this massive city operation solar array.

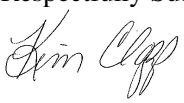
There are 30 different projects at different facilities. Utilities has five, Public Works has 12, and Park's has 13. All told, the effort will produce 14 percent of the City's electricity consumption and I'll show you what that means for each of the Parks facilities. There will be about 200 or 250 crewmembers on site to make this all happen. Duke has set a deadline, or I should say the IURC, has set a deadline for interconnections for these solar facilities, and we're working aggressively to beat that deadline, so that we can take advantage of all of the net metering rules moving forward.

Some of the Parks locations scheduled for this project are:
Maintenance Building 545
Maintenance Building 345
Twin Lakes Recreation Center
Twin Lakes Ballfields
Frank Southern Center
Winslow Sr. /Baseball Field
Winslow Jr. /Baseball Field
Winslow Tennis Courts
Bryan Park Pool
RCA Thompson Park
Olcott Park
Banneker Community Center
Mills Pool

The next steps in terms of the Guaranteed Energy Savings Contract, solar is actually just a part of a larger process, where we're going in and doing investment grade audits of a number of different facilities citywide. That will be taking place between now and through October. We are presenting the findings of the Guarantee Energy Savings Contract to Council at the end of the year, if approved by Council, it would kick off in 2018 and 2019.

The Board thanked Mr. Crowley and the Economic & Sustainable Development Department for the hard work and effort that was put into this great project.

ADJOURNMENT
Meeting adjourned at 5:20 p.m.
Respectfully Submitted,



Kim Clapp,

Secretary Board of Park Commissioners

CITY OF BLOOMINGTON
parks and recreation

A-1
10-24-2017

Board of Park Commissioners
Regular Meeting
Minutes

Monday, October 2, 2017
4:30 p.m.

Parks and Recreation Department
401 N. Morton

CALL TO ORDER
The meeting was called to order by Mr. Less Coyne at 4:35 p.m.

Board Present: Mr. Les Coyne, Mr. Joe Hoffman, Ms. Kathleen Mills and Ms. Darcie Fawcett

Staff Present: Mr. Dave Williams, Ms. Julie Ramey, and Ms. Kim Clapp

A. PUBLIC HEARINGS/APPEARANCES

A.1 Public Comment Period

Mr. David Slaybaum approached the podium. Mr. Slaybaum thanked the Board for allowing the Bloomington Police Department to enforce the law and to address criminal activity in the Parks.

We would still like to have consumption of tobacco products be banned in City Parks, giving the BPD an additional item to enforce in the Parks. At the same time we would like the Board to follow up at Seminary Sq., and provide the same improvements that were done at Peoples Park. This is about people who abuse the park, you are not allowed to smoke anywhere else.

Would also like to suggest putting a clear coating on the billboard that was painted at Peoples Park, to help preserve and protect the mural, as a preventive maintenance.

Mr. Slaybaum thanked the Board for everything they have done.

The Board thanked Mr. Slaybaum for his time, concern and suggestions.

B. OTHER BUSINESS

B-1. Review/Approval of Contract Award Contractual Roofing and Related Repairs Rosehill Cemetery Mausoleum
Mr. Dave Williams, Operations Director, due to age and condition the Department wishes to make roofing repairs to Rosehill Mausoleum. The Department requires the services of a professional consultant to remove and dispose of the existing roof system, installation of new roof, including roof membrane, new scuppers, collector boxes, downspouts, and prefinished metal flashings around the perimeter of the roof area. The work will consist of furnishing labor, equipment and materials. Three bids were received, based on review and STR recommendations, staff request B&L Sheet Metal be awarded the project at a bid price of $51,900. This is a Bond funded project

Mr. Joe Hoffman motioned to approve the contract with B&L Sheet Metal for the Rosehill Cemetery Mausoleum roof repair. Ms. Fawcett seconded the motion. The motion was unanimously carried.

B-2 Review/Approval of Contract Award Contractual Limestone Masonry Rehabilitation Rosehill Cemetery Mausoleum

Mr. Dave Williams, Operations Director, due to age and condition the Department wishes to make repairs to the limestone masonry on the Rosehill Cemetery Mausoleum. The Department requires the services of a professional consultant to remove, dispose, replace and repair existing damaged limestone units, replace exposed anchors, replace window, repair landscape and raising grade. Two bids were received, based on review and STR recommendation, staff request Kemna Restorations be awarded the project at a bid price of $80,000. This is a Bond funded project.

Mr. Joe Hoffman motioned to approve the contract with Kemna Restorations for the Rosehill Cemetery Mausoleum limestone repair. Ms. Fawcett seconded the motion. The motion was unanimously carried.

B-3 Review/Approval of Consultant Contract Agreement Environmental Assessment-108 W. Clubhouse Dr.

Mr. Dave Williams, Operations Director, the Department is considering acquisition of the Dagom Gaden Tensung-Ling Monastery property located in Lower Cascades Park, 108 W. Clubhouse Drive. The Department requires services of a professional consultant to conduct a Phase 1 Environmental assessment of the property. Staff recommends the approval of this contract with Fields Environmental at a cost not to exceed $2,350.

Ms. Darcie Fawcett motioned to approve the contract with Fields Environmental for Phase 1 Environmental assessment. Mr. Joe Hoffmann seconded the motion. The motion was unanimously carried.

B-4 Review/Approval of Contract for Switchyard Park Logo Design

Ms. Julie Ramey, Community Relations Manager, the Department wishes to acquire a logo design for the Switchyard Park that encapsulates the history, culture and spirt of the Switchyard area. The Department requires the services of a professional consultant to gather historic data, research and review background information on Switchyard Park, create a logo or visual identifier, and identity style guide at a cost not to exceed $3,500. Staff recommends approval of this contract with RLR Associates.

Mr. Hoffman motioned to approve the contract with RLR Associates for Switchyard Logo Design. Ms. Fawcett seconded the motion. The motion was unanimously carried.

B-5 Bloomington Community Park and Recreation Foundation/Don Brineman Memorial Golf Scramble: Waiving Fees.

Ms. Kim Clapp, Office Manager, on behalf of Mr. John Turnbull, Sports Director, BPRD staff recommends the waiving of cart and green fees for the 22nd Annual Parks and Recreation Foundation Don Brineman Golf Scramble, to be held on Wednesday, October 4, 2017. This event is the primary fund raiser for the BPF which supports the Lloyd Olcott Youth Endowment Fund. This tournament generally raises between $7,000 and $10,000 in scholarship funding, that is used to assist community youth that do not have the financial resources to participate in some Parks programs.

Ms. Darcie Fawcett motioned to approve the waiving of cart and green fees at the Bloomington Community Park and Recreation Foundation/Don Brineman Memorial Golf Scramble. Ms. Mills seconded the motion. The motion was unanimously carried.

C REPORTS - None

ADJOURNMENT

Meeting adjourned at 4:55 p.m.

Respectfully Submitted,

Kim Clapp

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Kim Clapp, Secretary Board of Park Commissioners

Journal Edit Listing

Sort By Entry

Department	Number	Journal Type	Sub Ledger	G/L Date	Description	Source	Reference	Reclassification Journal Type
Parks - Parks & Recreation	2017-00013763	BA	GL	09/18/2017	Budget Amendment-UF NR to Foundation			

G/L Date	*G/L Account Number*	*Account Description*	*Description*	*Source*	*Increase Amount*	*Decrease Amount*
09/18/2017	201-18-189503-52420	Other Supplies	Budget Amendment-UF NR to Foundation		15,001.44	.00
				Number of Entries: 1	$15,001.44	$.00

CITY OF BLOOMINGTON

Journal Fund Summary Report

Department	Number	Journal Type	Sub Ledger	G/L Date	Description	Source	Reference	Reclassification Journal Type
Parks - Parks & Recreation	2017-00014996	BA	GL	10/11/2017	Switchyard Park budget adjustment			

G/L Date		Description	Increase Amount	Decrease Amount	Balance Sheet	Revenues	Expenses
10/11/2017	201	Parks and Rec Non Reverting	300.00	0.00	0.00	0.00	300.00
		Journal 2017-00014996 Totals:	$300.00	$0.00	$0.00	$0.00	$300.00

Journal Edit Listing

Sort By Entry

Department	Number	Journal Type	Sub Ledger	G/L Date	Description	Source	Reference	Reclassification Journal Type
Parks - Parks & Recreation	2017-00014995	BA	GL	10/11/2017	NR Budget Adjustment			

G/L Date	*G/L Account Number*	*Account Description*	*Description*	*Source*	*Increase Amount*	*Decrease Amount*
10/11/2017	201-18-185000-53170	Mgt. Fee, Consultants, and Workshops	NR Budget Adjustment		298,280.63	.00
				Number of Entries: 1	$298,280.63	$.00

REVENUES AND EXPENSES: COMPARISON REPORT								
Expenses	**2016**	**2016**	**2016**	**2016**	**2017**	**2017**	**2017**	
September 2017	**Total**	**Actual**	**Expenses**	**% of Expenses**	**Total**	**Expenses**	**% of Expenses**	
	Expense	**Expenses**	**as of**	**Spent**	**Expense**	**as of**	**Spent**	**%**
	Budget	**for Year**	**September**	**to date**	**Budget**	**September**	**to date**	**change**
General Fund								
Administration	648,362	798,040	675,225	84.61%	750,594	624,367	89.96%	**-7.53%**
Health & Wellness	102,982	70,857	54,288	0.00%	105,197	77,609	51.61%	**42.96%**
Community Relations	398,972	360,703	265,065	73.49%	423,303	290,194	62.62%	**9.48%**
Aquatics	336,870	297,289	272,018	91.50%	330,688	269,377	81.46%	**-0.97%**
Frank Southern Center	346,391	304,193	189,042	62.15%	341,117	221,123	64.82%	**16.97%**
Golf Services	936,904	865,839	696,897	80.49%	885,638	716,368	80.89%	**2.79%**
Natural Resources	354,730	317,745	243,635	76.68%	370,961	248,887	67.09%	**2.16%**
Youth Programs	38,520	36,060	35,605	98.74%	59,844	41,622	69.55%	**16.90%**
TLRC	336,170	284,409	218,383	76.78%	282,216	214,965	76.17%	**-1.57%**
Community Events	355,578	319,994	245,765	76.80%	384,284	260,972	67.91%	**6.19%**
Adult Sports	297,187	264,499	208,527	78.84%	288,431	206,517	71.60%	**-0.96%**
Youth Sports	282,128	235,235	193,591	82.30%	267,398	219,035	81.91%	**13.14%**
BBCC	277,467	261,400	219,543	83.99%	304,977	225,420	73.91%	**2.68%**
Inclusive Recreation	94,372	69,226	56,234	81.23%	72,632	58,991	81.22%	**4.90%**
Operations	1,397,965	1,367,298	1,040,907	76.13%	1,546,438	1,069,661	69.17%	**2.76%**
Landscaping	279,879	229,642	180,444	78.58%	283,362	168,500	59.46%	**-6.62%**
Cemeteries	181,065	156,776	123,309	78.65%	173,285	125,738	72.56%	**1.97%**
Urban Forestry	359,388	325,950	246,463	75.61%	400,381	302,536	75.56%	**22.75%**
General Fund total:	***7,024,932***	***6,565,155***	***5,164,940***	78.67%	***7,270,746***	***5,341,882***	73.47%	**3.43%**
Non-Reverting Fund								
Administration	24,500	7,223	7,175	99.33%	27,640	2,553	9.24%	**-64.41%**
Health & Wellness	2,596	768	711	92.59%	1,914	876	45.75%	**23.11%**
Community Relations	0	137	82	59.70%	4,650	465	10.00%	**0.00%**
Aquatics	74,491	61,780	60,468	97.88%	64,433	37,807	58.68%	**-37.48%**
Frank Southern Center	63,230	84,289	39,968	47.42%	94,423	40,205	42.58%	**0.59%**
Golf Services	125,465	106,010	101,061	95.33%	126,105	90,422	71.70%	**-10.53%**
Natural Resources	15,992	20,643	20,106	97.40%	50,992	21,751	42.66%	**0.00%**
Youth Programs	151,153	172,903	121,703	70.39%	178,521	181,201	101.50%	**48.89%**
*TLRC - day to day	419,054	426,234	421,859	98.97%	970,663	434,117	44.72%	**2.91%**
Community Events	180,489	165,857	121,907	73.50%	190,881	128,564	67.35%	**5.46%**
Adult Sports	282,621	244,073	223,993	91.77%	230,225	147,949	64.26%	**-33.95%**
Youth Sports	18,356	13,697	12,111	88.41%	26,845	17,186	64.02%	**41.91%**
BBCC	21,963	61,163	43,716	71.47%	25,403	35,919	141.40%	**-17.84%**
Inclusive Recreation	0	0	0	0.00%	0	0	0.00%	**0.00%**
Operations	28,000	17,250	1,792	10.39%	19,195	55,971	291.59%	**100.00%**
Dog Park	0	0	0	0.00%	0	0	0.00%	**0.00%**
Switchyard	14,800	7,540	7,135	94.62%	14,800	26,133	176.57%	**0.00%**
Landscaping (CCC Prop.)	0	0	0	0.00%	0	0	0.00%	**0.00%**
Cemeteries	0	0	0	0.00%	0	0	0.00%	**0.00%**
Urban Forestry	2,800	9,816	8,616	87.77%	4,450	1,246	27.99%	**0.00%**
N-R Fund subtotal:	***1,425,511***	***1,399,385***	***1,192,401***	85.21%	***2,031,140***	***1,222,362***	60.18%	**2.51%**
TLRC - bond	539,104	539,104	424,530	78.75%	429,574	429,574	100.00%	**0.00%**
N-R Fund total:	***1,964,615***	***1,938,489***	***1,616,931***	83.41%	***2,460,714***	***1,651,936***	67.13%	**2.16%**
Other Misc Funds								
MCCSC 21st Com Learn Cnt G	29,950	38,880	27,775		29,950	29,881		
G14004 Tree Planting			0					
G14006 Out-of School Prg.		4	62					
G15008 Summer Food Prg.	11,115	13,734	13,734		11,115	17,606		
G15009 Nature Days S/Star						4,318		
Griffy Lake Nature Day	0	4,673	2,957	63.28%		5,107	0.00%	**0.00%**
Wapehani I-69 Mitigation	0	42,655	16,529	38.75%		201,075	0.00%	**0.00%**
Leonard Springs Nature	0	5,822	4,446	76.37%		3,707	0.00%	**0.00%**
Banneker Nature Day		3,934	3,934					
DNR Grant	0			0.00%		17,286	0.00%	**0.00%**
Kaboom Play		49	49					
Goat Farm						1,777		
Other Misc Funds total:	***41,065***	***109,703***	***69,486***	63.34%	***41,065***	***280,756***	683.69%	**0.00%**
TOTAL ALL FUNDS	**9,030,612**	**8,613,347**	**6,851,358**	**79.54%**	**9,772,524**	**7,274,574**	74.44%	**6.18%**
*NR BACC/Project School has been combined with TLRC								

REVENUES AND EXPENSES: COMPARISON REPORT								
Revenues September 2017								
	2016	2016	2016	2016	2017	2017	2017	
	Projected	Actual	Revenue	% of Revenue	Projected	Revenue	% of Revenue	
	Revenue	Revenue	as of	Collected	Revenue	as of	Collected	%
	Budget	for year	September	to date	for year	September	to date	**change**
General Fund								
Taxes/Misc Revenue	5,690,177	5,820,314	5,820,314	100.00%	6,030,050	6,030,050	100.00%	**3.60%**
Administration	1,000	1,095	831	75.92%	500	1,526	305.14%	**83.49%**
Community Relations	0	0	0	0.00%	0	0	0.00%	**0.00%**
Aquatics	142,000	172,401	169,258	98.18%	153,500	191,572	124.80%	**13.18%**
Frank Southern	188,000	205,655	125,207	60.88%	219,900	112,425	51.13%	**-10.21%**
Golf Services	561,000	513,807	459,768	89.48%	568,500	480,184	84.47%	**4.44%**
Natural Resources	0	-11	0	0.00%	0	0	0.00%	**0.00%**
Youth Services	0	-237	-237	100.00%	0	0	0.00%	**0.00%**
Community Events	10,125	11,545	11,295	97.83%	10,700	12,105	113.13%	**7.17%**
Adult Sports	79,000	72,075	72,075	100.00%	78,000	63,772	81.76%	**-11.52%**
Youth Sports	40,000	29,565	25,129	85.00%	33,900	25,721	75.87%	**0.00%**
BBCC	10,000	13,389	10,468	78.18%	12,000	7,303	60.86%	**-30.23%**
Operations	0	1,622	1,597	98.46%	0	25	0.00%	**0.00%**
Landscaping	0	0	0	0.00%	0	0	0.00%	**0.00%**
Cemeteries	27,300	34,225	27,625	80.72%	39,700	21,483	54.11%	**-22.24%**
Urban Forestry	0	0	0	0.00%		0	0.00%	**0.00%**
G17011 Urban Forestry						12,000	0.00%	
Subtotal Program Rev	***1,058,425***	***1,055,131***	***903,016***	***85.58%***	***1,116,700***	***928,115***	***83.11%***	***2.78%***
General Fund Total	***6,748,602***	***6,875,445***	***6,723,330***	***97.79%***	***7,146,750***	***6,958,165***	***97.36%***	***3.49%***
Non-Reverting Fund								
Administration	41,550	40,249	27,507	68.34%	40,650	23,939	58.89%	**-12.97%**
Health & Wellness	3,550	1,367	1,176	86.02%	3,550	1,564	44.04%	**33.00%**
Community Relations	2,000	2,113	1,000	47.34%	4,650	2,000	43.01%	**0.00%**
Aquatics	117,000	120,678	120,076	99.50%	126,373	112,563	89.07%	**-6.26%**
Frank Southern	129,000	138,537	66,578	48.06%	153,400	46,908	30.58%	**-29.54%**
Golf Services	153,000	151,474	118,124	77.98%	151,300	126,037	83.30%	**6.70%**
Natural Resources	59,200	78,233	74,588	95.34%	58,525	67,436	115.23%	**-9.59%**
Youth Programs	158,400	208,903	197,149	94.37%	189,866	187,547	98.78%	**-4.87%**
*TLRC -Operational	770,229	750,635	550,630	73.36%	782,329	559,830	71.56%	**1.67%**
Community Events	171,656	192,373	161,942	84.18%	191,760	175,299	91.42%	**8.25%**
Adult Sports	281,000	251,616	248,291	98.68%	216,500	140,364	64.83%	**-43.47%**
Youth Sports	26,800	23,610	23,336	98.84%	25,000	25,051	100.20%	**7.35%**
BBCC	27,620	65,764	35,738	54.34%	29,420	23,660	80.42%	**-33.79%**
Operations	30,700	132,036	119,070	90.18%	51,640	49,658	96.16%	**-58.29%**
Dog Park	400	0	0	0.00%	400	0	0.00%	**-100.00%**
Switchyard (CCC Propt)	82,800	71,236	55,286	77.61%	82,800	65,082	78.60%	**17.72%**
Landscaping	0	0	0	0.00%	0	0	0.00%	**0.00%**
Cemeteries	0	0	0	0.00%	0	0	0.00%	**0.00%**
Urban Forestery	8,900	10,439	8,371	80.19%	9,300	1,559	16.77%	**-81.37%**
N-R Fund subtotal:	***2,063,805***	***2,239,261***	***1,808,860***	***80.78%***	***2,117,463***	***1,608,497***	***75.96%***	***-11.08%***
Other Misc Funds								
G14006 Out-of-School Prg						20		
G14007 MCCSC 21st Com			15,873		60,000	21,410		
G14009 Summer Food Grant			16,145		13,744	19,059		
G14004 Tree Planting			0					
Kaboom Play Everywhere			500					
Urban Forestry EAB								
Wapehani Mitigation I69			4,786			32,468		
Griffy LAE Veg. Mgt						14,453		
G15008 Leonard Spring						0		
G15009 Griffy Nature Days			4,484			4,988		
(902) Rose Hill Trust			133			308		
Banneker Nature Days			4,340			0		
Nature Days Star			0			4,340		
Other Misc Funds total:	***0***	***0***	***46,262***		***73,744***	***97,046***		
TOTAL ALL FUNDS	**8,812,407**	**9,114,706**	**8,578,452**	**94.12%**	**9,337,957**	**8,663,708**	**92.78%**	**0.99%**
*BACC/Project School has been combined with TLRC								

	Non-Reverting Cash Balances	1	2	3	4	5	6	7
		Beginning Balance 1/1/2017	Revenue as of 10/18/2017	Other Misc. revenue	Expenses as of 10/18/2017	Expenses from RESERVE *	Current Year ONLY Revenue Expense Over/Under	Accumulated Balance
						see explanation below*	(does not include expenses taken from RESERVE)	THIS IS THE TOTAL ACCUMULATED AMOUNT
181000	Administration	167,806.40	24,142.12		2,553.42		**21,588.70**	189,395.10
181001	Health & Wellness	5,427.77	1,577.50		943.04		**634.46**	6,062.23
181100	Community Relations	33,354.04	3,000.00		465.00		**2,535.00**	35,889.04
182001	Aquatics	314,716.56	112,660.75		38,031.48		**74,629.27**	389,345.83
182500	Frank Southern Center	125,817.03	66,648.66		42,441.68		**24,206.98**	150,024.01
183500	Golf Course	142,842.77	129,202.94		91,757.56		**37,445.38**	180,288.15
184000	Natural Resources	201,976.15	68,745.78		22,181.74		**46,564.04**	248,540.19
184500	Allison Jukebox	150,115.61	189,642.95		181,453.51		**8,189.44**	158,305.05
*185000	TLRC	(276,450.63)	523,516.98		1,171,124.22		**(647,607.24)**	(924,057.87)
**185009	TLRC Reserve	481,174.15	66,093.75		0.00		**66,093.75**	547,267.90
186500	Community Events	422,999.89	175,755.27		139,447.54		**36,307.73**	459,307.62
187001	Adult Sports	90,353.49	141,993.51		153,685.18		**(11,691.67)**	78,661.82
187202	Youth Sports	97,846.16	25,050.74		17,803.62		**7,247.12**	105,093.28
187209	Skate Park	543.88	0.00		0.00		**0.00**	543.88
187500	Benjamin Banneker Comm Cente	41,422.47	23,736.43		36,781.00		**(13,044.57)**	28,377.90
189000	Operations	136,191.07	51,700.23		55,971.35		**(4,271.12)**	131,919.95
189005	Dog Park	5,993.79	0.00		0.00		**0.00**	5,993.79
189006	Switchyard Property	189,641.25	66,082.00		26,132.61		**39,949.39**	229,590.64
189500	Landscaping	12,704.36	0.00		0.00		**0.00**	12,704.36
189501	Cemeteries	1,497.00	0.00		0.00		**0.00**	1,497.00
189503	Urban Forestry	6,304.27	1,559.40		1,245.60		**313.80**	6,618.07
10002.01	Change Fund	0.00	0.00		0.00		**0.00**	0.00
201-24105	Deposits	0.00	0.00		0.00		**0.00**	0.00
	TOTALS	**2,352,277.48**	**1,671,109.01**	**0.00**	**1,982,018.55**	**0.00**	**(310,909.54)**	**2,041,367.94**
								(310,909.54)
								INCREASE/DECREASE FOR THE CURRENT

*combined TLRC Fitness 5002 with all other TLRC programs

* $298,280.63 of TLRC Expense is for Bloomington Park District Refunding Bonds

**Project School Revenue moved to TLRC Reserve

$9,600 for BBC wall design fees - 2016 expense

Bloomington Parks and Recreation Surplus Declaration Form

Oct-17

Date	Area/Staff	Quantity/Item	Means of Disposal	Date Disposed
2-Oct	TLRC - Daren	1 - tread mill motor (junk)	TLRC Dumpster	
2-Oct	TLRC - Daren	1 - Insta-Pulse (junk)	TLRC Dumpster	
2-Oct	TLRC - Daren	2 - brown stackable chairs (broken)	TLRC Dumpster	
2-Oct	TLRC - Daren	3 - sponsorship banners	TLRC Dumpster	
3-Oct	TLRC - Daren	3 - BYB ball bags - ripped	TLRC Dumpster	
11-Oct	OPS - Barb	1 - B-Line Clock	2018 City Auction	
11-Oct	OPS - Barb	2- Ash Urns	2018 City Auction	
16-Oct	Pools - Chelsea	75 new staff shirts	Cut up and used for cleaning rags	
16-Oct	Pools - Chelsea	3 Large pool umbrellas (ripped and rusted)	TLRC Dumpster	
16-Oct	Pools - Chelsea	Handicap lift operator battery holder (broken)	TLRC Trash can	
	Form is closed. Please do not add any additional items for October			

CITY OF BLOOMINGTON
parks and recreation

STAFF REPORT

Agenda Item: B-2 Date: 10/24/2017

Administrator Review\Approval PM

TO: Board of Park Commissioners
FROM: Sarah Owen – Community Relations Coordinator
DATE: October 24, 2017
SUBJECT: **BRAVO AWARD – Terry Clark**

The Bloomington Parks and Recreation Department would like to recognize Terry Clark for his volunteer efforts to assist the Department with the Indiana Trails Study. The Parks and Recreation Department partnered with the Eppley Institute for Parks and Public Lands to collect data from trail users, as well as trail non-users, in Bloomington. The data collected through the study will ultimately be used for trail planning and management throughout the state of Indiana. The Parks and Recreation Department was responsible for recruiting volunteers for the Trails Study over four week-long periods that began last spring. Terry was a major asset to the fourth and final session of the Trails Study, and he committed a significant amount of time to the program. Because of Terry's above-and-beyond efforts, Eppley recorded the best response to date in their collection of trail data.

Although Terry is obviously committed to service to our local community, he became an Indiana resident only recently. He and his wife Jamie relocated here in 2014 from Asheville, NC, where Terry retired from his work as a Business Manager with Mission Hospitals. Terry and Jamie currently reside in Owen County, near Greens Bluff Nature Preserve, with their two dogs Smokey and Bandit. Terry's hobbies include photography, biking, and horticulture. He is a certified Master Gardener and a Master Naturalist, and has previously volunteered with the Sycamore Land Trust.

Terry's passion for nature and the outdoors is evident, and we are so appreciative of the help he provided to the Parks and Recreation Department during the Indiana Trails Study. On behalf of Bloomington Parks and Recreation Department, we would like to recognize Terry Clark as our October BRAVO Award recipient.

RESPECTFULLY SUBMITTED,

Sarah Owen

Sarah Owen, Community Relations Coordinator

CITY OF BLOOMINGTON
parks and recreation

STAFF REPORT

Agenda Item: C-1
Date: 10/24/2017

Administrator
Review\Approval
PM

TO: Board of Park Commissioners
FROM: Steve Cotter, Natural Resources Manager
DATE: October 24, 2017
SUBJECT: **APPROVAL OF INDIANA UNIVERSITY HEALTH BLOOMINGTON HOSPITAL STREAM MITIGATION AGREEMENT FOR FERGUSON DOG PARK**

Recommendation
Staff recommends approval of the IU Health Access License Agreement for the Stream Mitigation at Ferguson Dog Park.

Background
This agreement will formalize the stream mitigation proposal approved by Board on August 22. To fulfill the stream mitigation requirements made necessary by impacts to streams on the IU Health Bloomington Hospital Regional Academic Health Center Site, IU Health will enhance the existing swale located on the southern perimeter of the Ferguson Dog Park. This project will create and enhance 1.5 acres of riparian corridor north of the swale and .75 acres of forested riparian corridor south of the swale.

Over 400 trees and 150 shrubs, along with hundreds of native flowers and grasses will be planted. Tree species will include red maple, hackberry, bitternut hickory, sweetgum, Shumard oak, and bur oak. Shrub species include roughleaf dogwood and blackhaw.

IU Health will be responsible for successful establishment and operation of the Mitigation Site. This includes construction, installation, materials, labor, maintenance, and regulatory monitoring. IU Health shall assume all financial responsibility for the successful installation and maintenance of the Mitigation Site for a period of five consecutive years or until regulatory signoff is granted from US Army Corps of Engineers and the Indiana Dept. of Environmental Management with a monitoring release letter.

RESPECTFULLY SUBMITTED,

Steve Cotter, Natural Resources Manager

ACCESS LICENSE AGREEMENT

This ACCESS LICENSE AGREEMENT ("**Agreement**") is made and entered into as of the ___ day of October, 2017 (the "**Effective Date**"), by and among **INDIANA UNIVERSITY HEALTH, INC.**, an Indiana non-profit corporation ("**IU Health**"), the **CITY OF BLOOMINGTON, INDIANA**, an Indiana political subdivision, the **BLOOMINGTON PARKS AND RECREATION DEPARTMENT**, a department of the City of Bloomington, Indiana (the City and the Parks and Recreation Department are collectively referred to herein as the "**City**"), and **METRIC ENVIRONMENTAL, LLC**, an Indiana limited liability company (collectively, "**Parties**").

RECITALS:

A. IU Health's construction and development of a new academic health facility and accompanying facilities at SR 46 and 14th Street, Bloomington, Indiana will impact a stream located in the construction area, which IU Health desires to remove by this mitigation on property owned, managed and maintained by the City. As a result, IU Health is required to perform stream mitigation and five (5) years of monitoring (the "**Mitigation Work**") pursuant to the Conceptual Mitigation and Monitoring Plan prepared by Metric Environmental, LLC attached hereto as **Exhibit A** (the "**Mitigation Plan**").

B. City is the fee owner of certain real property known as the Ferguson Dog Park ("**Park**") and is located at 4300 North Stone Mill Road, Bloomington, Indiana 47404, and the area subject to the stream mitigation within the Park is depicted on the drawing attached hereto as **Exhibit B** (the "**Mitigation Site**").

C. IU Health desires to protect, preserve and enhance the Mitigation Site by performing the Mitigation Work detailed in the Mitigation Plan.

D. IU Health has requested the City's permission for IU Health's designated employees, contractors, agents and representatives (collectively, "**Mitigation Contractors**") to enter the Mitigation Site and perform the Mitigation Work.

E. The City is willing to provide IU Health's Mitigation Contractors with temporary access and permission under the terms and conditions set forth in this Agreement.

AGREEMENT:

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants, agreements and conditions as set forth in this Agreement, and desiring to provide for the terms and conditions in which the efforts of the Parties will be conducted, IU Health and the City covenant and agree as follows:

1. **Permission and Access**. During the "**Access Period**" (as hereinafter defined), City hereby grants to IU Health, including the Mitigation Contractors and applicable governmental regulatory authorities or agencies, upon the terms and conditions set forth below, a license (the "**License**") to access the Mitigation Site for purposes of performing and monitoring the Mitigation Work. The scope of work to be completed is specifically described in the Mitigation Plan attached

hereto as **Exhibit A**. The Mitigation Contractors' access to the Mitigation Site shall be limited to the areas identified in the Mitigation Plan. For purposes of this Agreement, the Access Period shall begin October 25, 2017 and continue until the later of five (5) years after the date hereof or completion of the Mitigation Work.

2. **No Forfeiture**. Nothing contained herein will result in forfeiture or reversion of City's title to the Mitigation Site in any respect.

3. **Compliance with Laws and this Agreement**. IU Health agrees that in performing the activities described in this Agreement, it will comply with all applicable federal, state, and local laws, ordinances, and regulations.

4. **No Interference; Breach; Remedies**. City shall not interfere with IU Health's or the Mitigation Contractors' ability to perform the Mitigation Work on the Mitigation Site. Any interference by the City, including, but not limited to, any action or omission that impedes, interferes with, prevents or otherwise hinders IU Health's ability to complete the Mitigation Work, shall constitute a breach of this Agreement. If the City breaches this Agreement, IU Health may pursue any remedy at law, in equity, or otherwise as a result of any breach.

5. **Prior Licenses, Easements or Leases**. The License is issued subject to any prior licenses, easements, or leases granted by the City involving the Mitigation Site. City reserves the right to license others to install improvements in, on, under, or along the Park outside of and separate from the Mitigation Site to the extent those improvements do not constitute a prohibited use of the Mitigation Site. Prohibited use shall include, but not be limited to, destruction or harvesting of timber, soil disturbance, removal or filling activities, agricultural activities, grazing of domestic animals, discarding or dumping solid waste, and any other activity that interferes with or does not maintain the integrity of the Mitigation Work.

6. **Notice of Mitigation Work**. IU Health shall give the City at least 48 hours advance written notice of commencement of the Mitigation Work and shall thereafter not be required to notify the City of any accessing or entering onto the Mitigation Site for the purpose of performing the Mitigation Work.

7. **Performance of Work**. City agrees to allow IU Health and the Mitigation Contractors to perform the activities described in the Mitigation Plan during the term of this License without interference, except to the extent that IU Health is in breach of this Agreement. In connection with the Mitigation Work described in **Exhibit A** attached hereto, IU Health, including the Mitigation Contractors, shall do the following:

   a. perform the Mitigation Work at no cost to the City (excluding costs incurred by the City for having its employees or contractors present during the performance of the Mitigation Work);

   b. perform the Mitigation Work in accordance with generally accepted industry and engineering standards and any and all permits for the same;

   c. perform the Mitigation Work so as not to exacerbate any known existing environmental conditions at the Mitigation Site;

d. use reasonable efforts to minimize damage and disturbances to the Park and the Mitigation Site during performance of the Mitigation Work;

e. repair any damage to the Park and the Mitigation Site that may occur as a result of the Mitigation Work, including, but not limited to, restoration of surface areas of the Mitigation Site to the condition that existed prior to the initiation of the Mitigation Work; and

f. promptly provide the City with copies of any final report for the Mitigation Work.

8. **Mitigation Site Declaration of Restrictive Covenants**.

a. City acknowledges and agrees that IU Health intends to conduct the Mitigation Work in reliance upon the City's enactment of declaration of restrictive covenants for conservation ("Declaration") in substantially the form as attached hereto as **Exhibit D** providing for the restrictions and prohibitions set forth in Section 4 of the Declaration and the reserved rights set forth in Section 5 of the Declaration.

b. Upon execution of this Agreement and upon the issuance of the License by the U.S. Army Corps of Engineers, Louisville District ("Corps") and the Indiana Department of Environmental Management ("IDEM") and their informal concurrence with the Declaration, the City shall adopt and execute the Declaration in substantially the form set forth on the attached Exhibit D.

c. Provided that the City is reasonably satisfied that it has all of the information it needs to cooperate, the City agrees to cooperate in a non-financial way with IU Health to (1) obtain the approval of the Corps and IDEM of the Declaration for use as an institutional control in connection with the Mitigation Work on the Mitigation Site, (2) record the Declaration in the Monroe County Recorder's Office, and (3) maintain the Declaration for so long as the Declaration is required by IU Health as an institutional control as defined by the environmental laws.

9. **Insurance**. IU Health acknowledges and agrees that the City will not provide any insurance coverage for the Mitigation Work and that IU Health shall be responsible for, and shall procure, insurance coverage against any and all hazards relating to the Mitigation Work and access to the Mitigation Site. IU Health further agrees to provide, keep in full force and effect, and require of the Mitigation Contractors to provide and carry Workers' Compensation insurance pursuant to the laws of Indiana on all employees, contractors, or agents entering upon the Mitigation Site. IU Health and the Mitigation Contractors performing the Mitigation Work shall obtain and maintain, at their own expense, the following insurance coverages:

Insurance	Amounts
a. Workers Compensation	Statutory limits
b. Comprehensive General Liability	$1,000,000 each occurrence. $2,000,000 aggregate
c. Automotive liability	$1,000,000 each occurrence $2,000,000 aggregate

d. Professional Liability Insurance – to be provided by the Mitigation Contractors) ("Errors and Omissions Insurance")	a minimum limit of $2,000,000 annual aggregate

All insurance policies shall be issued by an insurance company authorized to issue such insurance in the State of Indiana or through a self-insurance program for Workers Compensation by a program approved by the State of Indiana Workers Compensation Board. The City of Bloomington and the City of Bloomington Parks and Recreation Department shall be named as insureds under the General Liability and Automobile policies, and such policies shall stipulate that the insurance will operate as primary insurance and that no other insurance of the City will be called upon to contribute to any loss hereunder.

IU Health shall provide evidence of each insurance policy to the City prior to the commencement of work under this Agreement. IU Health shall also be responsible for obtaining evidence of each insurance policy required to be held by the Mitigation Contractors and for providing copies of said evidence to the City prior to commencement of work under this Agreement. Approval of the insurance by the City shall not relieve or decrease the extent to which IU Health may be held responsible for payment of damages resulting from IU Health's provision of the Services or its operations under this Agreement. If IU Health fails or refuses to procure or maintain the insurance required herein, or fails or refuses to furnish to the City the required proof that the insurance has been procured and is in force and paid for after written notice from the City and IU Health's opportunity to provide the same, the City shall have the right at its election to terminate this Agreement.

10. **Termination of the Easement**. This Agreement shall terminate upon completion of the Mitigation Work.

11. **Contact Information**. IU Health or the Mitigation Contractors will provide the City with the name, business address, title, telephone number, and email address of the individual who is the responsible contact person for any concerns or questions related to the Mitigation Work. Initially and until otherwise notified, this contact will be the Project Coordinator at Metric Environmental, LLC, 6971 Hillsdale Court, Indianapolis, IN 46250, Phone: (317) 912-1486.

12. **Entire Agreement**. This Agreement sets forth the entire agreement and understanding between the Parties as to the subject matter contained herein and merges and supersedes all prior discussions, agreements, and undertakings of any kind or nature between the Parties with respect to the subject matter of this Agreement.

13. **Notices**. The Parties agree that all notices, demands, and statements required or permitted under this Agreement will be sent by personal delivery, express mail, or certified U.S. mail to the individuals authorized to execute this Agreement, as identified on the signatory pages of this Agreement with copies to:

IU Health:

Indiana University Health, Inc.
Corporate Real Estate
950 North Meridian Street, Suite 1200
Indianapolis, IN 46204
Attn: Executive Director-Real Estate

with copy to:

Indiana University Health, Inc.
340 West 10th Street, Suite 6100
Indianapolis, IN 46206
Attn: General Counsel

and to:

Faegre Baker Daniels LLP
600 East 96th Street, Suite 600
Indianapolis, IN 46240
Attn: Andrew B. Buroker

and to:

Metric Environmental, LLC
6971 Hillsdale Court
Indianapolis, IN 46250
Attn: Ken Beache, President

and to:

American Structurepoint, Inc.
7260 Shadeland Station
Indianapolis, IN 46257
Attn: Benjamin W. Harvey

City:

Bloomington Parks & Recreation Department
401 North Morton Street, Suite 250
Bloomington, Indiana 47404
Attn: Paula McDevitt, Director

City of Bloomington, Indiana
401 North Morton Street, Suite 220
Bloomington, Indiana 47404
Attn: Philippa Guthrie, Corporation Counsel

14. **Choice of Law**. This Agreement shall be governed and interpreted according to the laws of the State of Indiana, without regard to Indiana choice of law rules. Any legal action between the Parties concerning this Agreement shall be brought and occur in Monroe County, Indiana.

15. **Execution in Counterparts**. This Agreement may be executed in several counterparts, each of which shall be regarded as an original and all of which shall constitute but one and the same Agreement.

16. **Invalidity of Particular Provisions**. If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be held to be invalid or

unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be deemed to be valid and be enforced to the fullest extent permitted by law.

17. **Assignment**. This Agreement may not be assigned by either Party without written approval of the other Party hereto, which shall not be unreasonably withheld.

18. **Amendment; Modification**. This Agreement may be amended or modified only by a written instrument signed by all Parties to this Agreement.

19. **Independent Contractor Status.** During the entire term of this Agreement, IU Health 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 City. IU Health 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 of IU Health.

20. **Indemnification.** IU Health shall indemnify and hold harmless the City and the officers and employees of the City from any and all claims, demands, damages, costs, expenses or other liability arising out of this Agreement or occasioned by the reckless or negligent performance of any provision hereof, including, but not limited to, any reckless or negligent act or failure to act or any misconduct on the part of IU Health or any Mitigation Contractors (collectively, "Claims").

21. **Conflict of Interest**. IU Health declares that it has no present interest, nor shall it acquire any interest, direct or indirect, which would conflict with the scope of work specified in the Mitigation Plan attached hereto as **Exhibit A**. IU Health agrees that no person having any such interest shall be employed in the performance of this Agreement.

22. **Non-Discrimination**. IU Health 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.

23. **E-Verify.** IU Health 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). IU Health shall sign an affidavit, attached hereto as **Exhibit C**, affirming that IU Health does not knowingly employ an unauthorized alien. "Unauthorized alien" is defined at 8 U.S. Code 1324a(h)(3) as a person who is not a U.S. citizen or U.S. national and is not lawfully admitted for permanent residence or authorized to work in the U.S. under 8 U.S. Code chapter 12 or by the U.S. Attorney General.

    IU Health and any Mitigation Contractors may not knowingly employ or contract with an Unauthorized Alien, nor retain an employee or contract with a person that the IU Health or any Mitigation Contractor subsequently learns is an Unauthorized Alien. If the City obtains information that IU Health or any Mitigation Contractors employs or retains an employee who is an Unauthorized Alien, the City shall notify IU Health or such Mitigation Contractor of the violation and require that the violation be remedied within 30 days of the date of notice. If IU

Health or any Mitigation Contractor verified the work eligibility status of the employee in question through the E-Verify program, there is a rebuttable presumption that IU Health or the Mitigation Contractor did not knowingly employ an Unauthorized Alien. If IU Health or any Mitigation Contractor fails to remedy the violation within the 30 day period, the City shall terminate this Agreement, unless the City determines that terminating this Agreement would be detrimental to the public interest or public property, in which case the City may allow this Agreement to remain in effect until the City procures a new vendor or a new contract. If the City terminates this Agreement, IU Health or the Mitigation Contractor shall be liable to the City for any actual damages arising out of its violation of this provision.

IU Health shall require any Mitigation Contractors performing work under this Agreement to certify to IU Health that, at the time of certification, the Mitigation Contractor does not knowingly employ or contract with an Unauthorized Alien and the Mitigation Contractor has enrolled in and is participating in the E-Verify program. IU Health shall maintain on file with the City all Mitigation Contractors' certifications throughout the term of this Agreement.

[Signature page follows]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

INDIANA UNIVERSITY HEALTH, INC.,
an Indiana nonprofit corporation

By: _____
John D. Huesing, Vice President and Treasurer

CITY OF BLOOMINGTON, INDIANA

By: _____
Philippa M. Guthrie, Corporation Counsel

CITY OF BLOOMINGTON PARKS AND RECREATION DEPARTMENT

By: _____
Paula McDevitt, Director

By: _____
Leslie J. Coyne, President, Board of Park Commissioners

METRIC ENVIRONMENTAL, LLC

By: _____
Ken Beache, President

EXHIBIT A

CONCEPTUAL MITIGATION AND MONITORING PLAN

(See Attached)

STREAM MITIGATION AND MONITORING PLAN

IU HEALTH BLOOMINGTON HOSPITAL REGIONAL ACADEMIC HEALTH CENTER

MONROE COUNTY, BLOOMINGTON, INDIANA

Prepared for:
Indiana University Health, Inc.

September 5, 2017

Prepared by:

Metric Environmental, LLC

Complex Environment. Creative Solutions.
6971 Hillsdale Court
Indianapolis, IN 46256
Telephone: 317.207.4286
www.metricenv.com

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FERGUSON DOG PARK MITIGATION SITE
STREAM MITIGATION AND MONITORING PLAN:
IU Health Bloomington Hospital Regional Academic Health Center
Bloomington, Monroe County, Indiana
Prepared By: Alex Gray & Amy Noel Smith, Metric Environmental, LLC
September 5, 2017

I. Introduction

To fulfill the stream mitigation requirements made necessary by impacts to streams on the proposed Indiana University (IU) Health Bloomington Hospital Regional Academic Health Center Site (IU Health BHRAHC), IU Health proposes to enhance the existing ephemeral stream channel located on the southern perimeter of the Ferguson Dog Park. This document drafts a mitigation plan for the Ferguson Dog Park Mitigation Site.

II. Objectives

The mitigation concept for unavoidable impacts to wetlands, open water habitats, and streams determined to be Waters of the U.S., involves the enhancement of approximately 938 LFT of ephemeral stream, an Unnamed Tributary (UNT) to Griffy Creek. The mitigation plan will be prepared to specifically replace and enhance the functions and values of the 603 LFT of ephemeral stream that is proposed to be impacted, by meeting the mitigation objectives outlined below:

Mitigation Objectives

- *Institute an ecologically sound, well-developed stream mitigation plan that fulfills the compensatory mitigation requirements and the objectives determined by the Indiana Department of Environmental Management (IDEM) and U.S. Army Corps of Engineers (USACE);*
- *Enhance the riparian corridor of 938 linear feet of stream channel along the Unnamed Tributary of Griffy Creek;*
- *Create and enhance 1.230 acres of riparian corridor north and south of the stream channel; and,*
- *Enhance 0.850 acre of forested riparian corridor south of the stream channel by treating existing understory for the invasive plant species, bush honeysuckle.*

The mitigation site is located along Old State Highway 37, in between North Stone Mill Road to the west and Hillview Drive to the east. The proposed Impact Site for the IU Health BHRAHC is in the same 8-digit HUC Watershed as the Ferguson Dog Park Mitigation Site (See **Figure 1**).

A. Functions and Values:

1. Impacted Water Resources

The streams impacted by the construction of IU Health BHRAHC are located within the Lower White River (USGS Cataloging Unit: 05120202) watershed. Two streams (Streams 1 and 2) out of the five streams located within the project study limits of the impact site are being impacted. Both streams are UNTs to Griffy Creek, flowing into Griffy Creek, which flows into Bean Blossom Creek, which flows into the White River, a Section 10 Traditional Navigable Water (TNW). Neither stream is associated with a blue line on the USGS topographic map, indicating they are ephemeral streams. Streams 1 and 2 were not classified by the NWI. Neither of the streams were flowing during the waters field investigation on March 16, 2017. Therefore, no riffles or pools were observed and no aquatic organisms were found in the streams at the time of the site visit. The streams' substrates consisted of silt, sand, gravel, detritus, and leaf pack. Sinuosity was high with a moderate gradient.

Ephemeral Streams 1 and 2 on the impact site provide ecological and hydrological functions by providing landscape hydrologic connections, stream energy dissipation during high-water flows to reduce erosion and improve water quality, surface and subsurface water storage and exchange, ground-water recharge and discharge, sediment transport, storage, and deposition to aid in floodplain maintenance and development, nutrient storage and cycling, wildlife habitat, and support for vegetation communities to help stabilize stream banks and provide wildlife services. 385 LFT (0.071 acre) of Stream 1 and 218 LFT (0.030 acre) of Stream 2 are being impacted. Therefore, a total 603 LFT (0.092 acre) of ephemeral stream is being mitigated for in this mitigation plan.

2. Proposed Mitigation Site

The total size of the Ferguson Dog Park Mitigation Site is approximately 2.210 acres. Of the 2.210 acres; 1.230 acres consist of riparian tree plantings and native herbaceous understory restoration, 0.850 acre consists of forested riparian corridor treatment for bush honeysuckle, and 0.130 acre consists of ephemeral stream channel.

The proposed functions for the mitigation site will essentially remain the same, but will be expanded in size and enhanced. Water quality enhancements are anticipated through the establishment of herbaceous and woody cover. Wildlife habitat will be improved by the establishment of diversified woody and herbaceous species plantings. **Figures 1 and 2** show the mitigation site on a USGS map and aerial photograph, respectively. **Figure 3** shows an overview of the planned mitigation design on an aerial photograph. A detailed design plan can be found in **Appendix C**.

B. Functional Losses of Proposed Impact Site versus Functional Gains of Proposed Mitigation Site:

The functional losses that will be incurred through the placement of fill within the streams in IU Health BHRAHC project area are comparable to the functional gains that will be realized through the construction of the proposed mitigation site. The streams to be impacted function similarly to the proposed mitigation stream as headwaters streams. This mitigation site is being proposed to mitigate for natural stream channel impacts within the IU Health BHRAHC project, which currently have both hydrological and biological functions and values. The anticipated functional gains of the proposed mitigation site, namely erosion control, water purification, groundwater recharge and improved wildlife habitat, will provide functional replacement for the natural stream impacts in terms of quality of resource. Over time, the functional loss of wildlife habitat will be offset when the newly created mitigation site develops into a more mature forest. **Table 1**, found in the Determination of Credits section, compares the functions of the streams being impacted by IU Health BHRAHC with the functions that will be gained by the construction of the proposed mitigation sites.

C. Functional Replacement:

The Ferguson Dog Park Mitigation Site plan offers in-kind replacement for the stream impacts resulting from the IU Health BHRAHC project. In addition, stream impacts will be mitigated at the mitigation site in the form of ephemeral stream enhancement and riparian reforestation. The proposed enhancements to the ephemeral stream will include increasing the riparian forest habitat by planting of native trees and native herbaceous understory and treatment of invasive species of bush honeysuckle within the riparian buffer. New forested riparian buffer will be created where before there was only a non-mowed old field dominated by goldenrods, thistle, and reed canary grass. The majority of the south side of the existing ephemeral stream channel is currently forested. Therefore, a 50 ft. buffer of riparian tree and shrub plantings is proposed along the entire north side of the 938 LFT of channel available for stream mitigation. Approximately 195 LFT (0.198

acre) along portions of the south side of the stream channel will also be planted with trees and shrubs in areas where currently there is sparse woody vegetation. The remaining existing riparian forest areas will be treated for invasive bush honeysuckle. In total, 469 LFT of stream impacts will be compensated for by riparian native tree and shrub plantings on the north side of the ephemeral stream channel, and 136 LFT of stream impacts will be compensated for by treatment of invasive bush honeysuckle and 195 LFT of riparian native tree and shrub plantings along the south side of the ephemeral stream channel. These stream improvements will functionally replace loss due to impacts. Mitigation stream lengths are measured down the centerline of the ephemeral stream shown on **Figure 3**.

The Ferguson Dog Park Mitigation Site will include the development of approximately 1.230 acres of riparian forest establishment, 0.850 acre of riparian enhancement, and 938 LFT (0.130 acre) of ephemeral stream enhancement.

III. Site Selection

The Ferguson Dog Park Mitigation Site is located within the Lower White River USGS 8-digit watershed (05120202). There is minimal change in elevation throughout the mitigation site. The reforestation areas are generally flat. Existing elevations on the property range from approximately 605 feet at the lowest portions of the site up to approximately 612 feet. The ephemeral stream channel was originally constructed by Bloomington Parks in 2012 as part of the site improvements for the dog park.

The majority of the current land use within the mitigation site boundary includes a non-mowed old field, an ephemeral stream channel which is an UNT to Griffy Creek, and riparian forest in the southern perimeter of the site boundary (see photographs in **Exhibit 1**). Surrounding land use consists of a dog park, wetland mitigation site, road and road right-of-way, wooded lots, and residential properties. No airports are located within 5,000 feet of the site. A review of the National Wetland Inventory (NWI) maps revealed there are no NWI wetland polygons located within the project boundary (See **Figure 2**).

The climate data for the mitigation site is based on the climate history of Bloomington, Indiana. Average high temperatures range from 36° F in January to 84° F in July and August. Average low temperatures range from 18° F in January to 64° F in July. May is generally the wettest month, receiving an average of 5.35 inches of rainfall. Average yearly precipitation is approximately 44.82 inches (source: weather.com). The site is located within Plant Hardiness Zone 6, where minimum temperatures are mild at -10 to -0° F.

IV. Site Protection Instrument

A conservation easement will be used as the mechanism for perpetual protection at the proposed mitigation site. Specifically, projected prohibited uses of the mitigation areas shall include, but not be limited to, timber harvests and other forestry activities, cultivation, commercial activities, filling, grazing of domestic animals, soil removal, and the deposition of refuse, sewage, or other debris.

The current land owner of the Ferguson Dog Park Mitigation Site (Mitigation Site) is Bloomington Parks and Recreation. The Mitigation Site, project boundary shown in Figure 1, will be used for mitigation purposes. IU Health will be responsible for the construction and post construction monitoring of this Mitigation Site for success based on specific site success criteria outlined in the Final Mitigation Plan. After 5 years of post-construction monitoring have been completed on the mitigation site, proof will be provided that a conservation easement for the 2.210 acre mitigation site (legal description boundary) has been recorded for the property. This easement will be required by IDEM and USACE prior to approval and release of the Mitigation Site from monitoring as part of the IU Health BHRAHC permit conditions.

V. Baseline Information

The responsible parties for the Mitigation Site are listed below:

Mitigation Site Developer:
Indiana University Health
950 North Meridian Street, Suite 1200
Indianapolis, Indiana 46204

Contact Person for Applicant:
John D. Huesing
Vice President and Treasurer, Indiana University Health
Phone: (317) 963-1310

Consultant Preparing Permit Application:
Metric Environmental
6971 Hillsdale Court
Indianapolis, IN 46250

Contact Person for Consultant:
Amy Noel Smith (317) 912-1486

Current Property Owner(s):
City of Bloomington, Indiana, Board of Park Commissioners
401 N. Morton Street
Bloomington, IN 47404

The mitigation site consists of approximately 2.210 acres. The location of the site is as follows: Indiana: Monroe County, Bloomington Township, Bloomington Quadrangle, Township 9 North, Range 1 West, and Section 16. **Figures 1 and 2** show the proposed mitigation site on the USGS topographic map and aerial photograph, respectively.

Soils/Substrate

The soils within the mitigation site consist of Brownstown-Gilwood silt loams (BkF), Haymond silt loam (Hd), and Wakeland silt loam (Wa). This plan does not involve the importation of soils from off-site to function as a seed bank. Two mapped hydric soils are present on this site, Haymond silt loam (3% Hydric) and Wakeland silt loam (3% Hydric). The majority of the soils within the proposed planting areas are identified as having fair to good potential for hardwood tree, grasses, legumes, and wild herbaceous plant habitat. **Figure 2** shows the NRCS Soil Survey map.

Two soil samples were taken within the mitigation area to examine the soil profile within the proposed riparian forestation zone and streambed. This information was used to show that no hydric soils, and therefore, no wetlands are currently present on the site. The Wetland Determination Data Sheets and respective photographs are shown in **Appendix D**, including the data from the soil profiles. A map showing the locations of the soil profiles is located in **Figure 3**.

Stream Assessments

One ephemeral stream channel was observed within the mitigation boundary. This channel was created in 2012 as part of dog park improvements to connect drainage from ephemeral stream channels east of the project site to an UNT to Griffy Creek. Portions of the stream channel were vegetated. This stream is expected to develop a more defined channel over time as riparian vegetation establishes and the stream becomes shaded. It appeared from the site assessment and aerial photograph review that there was no previous ephemeral channel that connected the ephemeral channels to the east of Hillview Drive to Griffy Creek prior to construction of the ephemeral channel in 2012. The entire forested area to the south was walked and no well defined channels in the forested area south of the constructed ephemeral channel were found that appeared to provide a direct connection of the ephemeral streams east of Hillview Drive to Griffy Creek to the west.

Wetland Assessments

Two negative wetland data plots were completed within the proposed mitigation site to show the current conditions. The data sheets along with photographs for the wetland data plots can be found in **Appendix D**.

Sampling Point (SP)-1 was taken within the existing ephemeral stream channel that runs through the mitigation site. SP-1 had hydrophytic vegetation present. There were no hydric soil indicators observed, but it appeared that the soil is still recovering from construction activities that took place in 2012. Wetland hydrology indicators, drainage patterns (B10) and FAC-Neutral Test (D5) were observed. Since only two of the three wetland criteria were met, SP-1 did not pass as wetland.

SP-2 was taken in the non-mowed field that borders the ephemeral stream channel to the north. SP-2 had hydrophytic vegetation present. There were no hydric soil indicators observed. Additionally, there were no wetland hydrology indicators observed. Since only one out of the three required wetland criteria was met, SP-2 did not pass as wetland.

VI. Determination of Credits

The proposed mitigation will provide in-kind stream mitigation credits identified in **Table 1** for the water resources impacted by construction of IU Health BHRAHC. Approximately 938 LFT of ephemeral stream channel (UNT to Griffy Creek) will be enhanced through treatment of invasive species and riparian plantings. The entire mitigation site is approximately 2.210 acres.

Table 1 shows the acreages of proposed mitigation and of impacted resources that will be mitigated at this mitigation site

Table 1. IU Health BHRAHC Impact and Target Mitigation Summary

Resource Type	IU Health BHRAHC Impacts	Mitigation Proposed
Ephemeral Stream Enhancement	603 LFT (0.092 acre)	938 LFT (0.130 acre)
Riparian Reforestation	---	1.230 acre
Invasive Treatment	---	0.850 acre

VII. Mitigation Work Plan

The stream mitigation will include planting of a native herbaceous seed mix and native trees and shrubs along the northern riparian buffer and non-forested areas south of the stream channel. The existing forested riparian buffer located south of the stream channel will be treated for

understory invasive bush honeysuckle species. Prior to construction activities, Bloomington Parks and Recreation will be notified of the construction schedule.

Grading

At this time, minimal grading is expected. The constructed ephemeral stream channel on the Ferguson Dog Park Site is expected to develop into a more defined channel over time. Care will be taken to avoid removal of large trees located along the edges of any newly graded areas along stream channel, and grading alterations are allowable to accommodate these areas. No tree removal will be necessary within the grading limits. Topsoil will be kept and replaced along the newly graded areas to facilitate revegetation of any newly graded areas. Additional topsoil will be added at a depth of 6" for an enhanced growing medium.

Hydrologic Changes

Any necessary grading for bank repairs along the stream channel will be minor in nature and will not result in significant hydrologic changes.

Erosion Control

The riparian reforestation areas will not be tilled. These areas will be seeded utilizing a seed drill and mechanical means, and the trees will be planted with the existing vegetation, which will prevent disturbance and soil erosion and the need for extensive sediment control measures in these areas. All disturbance within the mitigation site caused by construction, staging of equipment and materials, and tracking of equipment will be seeded and mulched. Additional measures, such as silt fence will be implemented for sediment control.

Equipment

The entire site will be seeded with a seed drill or by mechanical means. All container grown tree seedlings will be manually planted. An ATV or tractor mounted auger may be used to create planting holes for the container trees. A tractor and mower may be needed for annual mowing between tree rows following construction. Boom sprayers and backpack sprayers may be needed for herbicide treatments of dense existing ground vegetation and for invasive species eradication.

Site Access Control

Access to the Ferguson Dog Park Mitigation Site during and after construction will be off of North Stone Mill Road and North Hillview Drive (See **Figure 1**). Construction entrances with locations agreed upon by Bloomington Parks and Recreation, will be installed. Proposed field markings will help to prevent unauthorized access to the site.

Field Markings

"Do Not Mow or Spray" signs or "Do Not Disturb" signs will be placed along roads and properties adjacent to the mitigation site to clearly define the edge of the mitigation site property and prevent encroachment from the public and neighboring property owners.

Stream Pattern, Profile, and Dimension

The final stream will have an expected bankfull width of 3 ft. and a bankfull depth of less than 1 ft. The stream will have an approximate sinuosity of one bend through the 938 LFT of channel. Modifications to the existing channel dimensions are not planned as part of this mitigation plan. The stream is expected to develop further into a natural channel over time.

Soils/Substrate

No modifications to the currently present substrate is planned. Current substrate consists of silt and clay.

Planting Plan

The mitigation site includes 2 planting zones which will consist of 6 canopy tree species, 2 woody shrub species, and 2 seed mixes. Zone 1 includes the riparian buffer development areas on the northern side of the channel and Zone 2 includes the stream channel. **Figure 3** displays the planting zone locations.

Seedbed Preparation

Seedbed preparation throughout the riparian buffer will include mowing of existing vegetation to a height of six to eight inches. Following mowing, the biomass will be removed from the site. Removal of biomass may include raking and baling, or other means approved by the Engineer. The site may receive treatment with herbicide to prevent competition from existing herbaceous vegetation. Seeding within riparian buffer will be by drilling utilizing a native seed drill or mechanical means. Seeds will be drilled to approximately 1/8 (0.125) inch depth. No mulching is anticipated following seeding provided that adequate ground cover remains to prevent erosion and the surface has not been significantly disturbed by seedbed preparation and seeding activities. The native seed areas located on slopes adjacent to the stream channel may receive erosion control blankets following seeding, depending on slope stability.

Herbicide

The mitigation site may be treated with herbicide before it is planted to prevent the establishment of undesirable plants during the first year of establishment. This will give the plantings a head start in development.

Seeding and Planting

All seeds shall be obtained from nurseries within American National Standards Institute (ANSI) Plant Hardiness Zones 4, 5 or 6. **Table 2** summarizes the seeding requirements for the project. Herbaceous species to be utilized may include, but are not limited to, those identified in Table 2 and Table 3.

Herbacous Cover

All planting zones will be planted with herbaceous ground cover to reduce weed competition, provide soil stabilization, and establish a native cover conducive to tree growth. The herbaceous cover within Zone 1 will consist of a Low-Profile Prairie Seed Mix as indicated in **Table 1 of Appendix B** or a comparable mix agreed upon by all parties. The herbaceous cover for Zone 2 will consist of a Sedge Meadow Seed Mix as indicated in **Table 2 of Appendix B** or a comparable mix agreed upon by all parties.

Seeding in Zones 1 and 2 will be by drilling using a native seed drill or mechanical means. Seeding shall occur within the specified zones with the seeding rates and quantities indicated in **Table 2** below. Seeding rates are based on Pure Live Seed (PLS). Seeding should take place immediately following seedbed preparation. Seeds will not be planted more than 1/8 (0.125) inch deep. **Table 3** summarizes the seeding requirements for the project.

Table 2. Mitigation Site Seeding Plan

Seeding Plan				
Planting Zone	**Seed Mix**	**Seeding Rate (lb/acre)**	**Area (acre)**	**Quantity (lbs)**
Riparian buffer (Zone 1):	Low-Profile Prairie Seed Mix	36.92	1.230	45.41
Stream banks (Zone 2):	Sedge Meadow Seed Mix	39.84	0.130	5.18

Trees and Shrubs

Planting of 3 to 5-gallon container grown tree seedlings will be completed following seeding of the herbaceous cover. All seedlings will be kept moist during transportation. Planting will follow immediately after site preparation. 5-gallon container grown trees seedlings will be manually planted. Seedlings will be planted so the root collar is even with the ground surface.

Planting of tree and shrub seedlings will be in a semi-random manner, with regard to species composition, keeping species with a facultative upland (FACU) status planted in the riparian buffer farthest from the stream. To avoid clustering, trees should be planted at approximately 12-foot spacing between planting rows. Shrubs should be interspersed between trees and their

species mixed, except in the 20ft. Utility Buffer where only shrubs will be planted. The Utility Buffer is indicated on **Figure 3** and is approximately 0.033 acre. Containerized tree and shrub seedlings will be planted at an average density of 302 trees and 109 shrubs per acre. For the 1.230 acre forested riparian buffer, encompassing the 0.033 acre Utility Buffer with shrub plantings only, approximately 363 trees and 137 shrubs will be planted.

Woody species to be utilized may include, but are not limited to, those identified in **Table 3**. Equivalent substitutions may occur upon approval by IDEM and USACE.

Table 3. Native Trees and Shrubs to be planted on Stream Mitigation Site

Selected Native Tree and Shrub Species			
Botanical Name	**Common Name**	**Indicator Status**	**Type**
Acer saccharum	Red maple	FAC	Tree
Celtis occidentalis	Hackberry	FAC	Tree
Carya cordiformis	Bitternut hickory	FACU	Tree
Liquidambar styraciflua	Sweetgum	FACW	Tree
Quercus shumardia	Shumard oak	FACU	Tree
Quercus macrocarpa	Bur oak	FAC	Tree
Cornus drummondii	Roughleaf dogwood	FAC	Shrub
Viburnum prunifolium	Blackhaw	FACU	Shrub

Mulching

Existing vegetation will remain throughout the majority of the site; therefore, only minimal mulching is anticipated. Mulch material will be spread within all disturbed portions of the site. Material will be applied so that it covers the disturbed areas at an average rate of 2 tons/acre. The mulch material will be secured by crimping to hold the mulch in place and prevent removal during periods of high water, winds, or runoff immediately upon placement.

Exotic and Undesirable Species Control

The riparian buffer south of the stream channel has established mature trees. However, this area also has a considerable amount of the invasive species, bush honeysuckle (*Lonicera spp.*), within its understory. This area, shown as Zone 3 on **Figure 3**, will be treated for bush honeysuckle (*Lonicera spp.*). Treatment will include removing and treating cut stumps with herbicide.

While volunteer woody and herbaceous species may become established within this mitigation site, the potential for exotic and/or native invasive species of concern to establish (such as purple loosestrife [*Lythrum salicaria*], reed canary grass [*Phalaris arundinacea*], reed grass [*Phragmites spp.*], autumn olive [*Elaeagnus umbellata*], crown vetch [*Coronilla varia*], bush honeysuckle

(*Lonicera* spp.), or cattails [*Typha sp.*]) is minimal. If a threatening infestation is identified during monitoring, an appropriate control method will be recommended to remove the invading species and/or prevent further encroachment.

Schedule

Planting for this site may commence in the Spring of 2018, depending on mitigation plan approvals. Monitoring of the riparian areas will begin the following growing season.

Construction Monitoring

Monitoring of the construction activities associated with the mitigation site (including grading, pre-seeding/planting site preparation, planting and post-planting treatments) will be conducted by personnel contracted by IU Health.

Construction monitoring will include on-site management of all activities associated with construction including maintenance of records (i.e., bill of lading for seed and planting materials, fertilizer, herbicides, etc.), documentation of dates of completed activities and documented approval of decisions concerning deviations from the proposed design plan. All construction access paths, debris, and materials will be completely removed from the mitigation area after installation of the site.

As-Built Conditions

Within six weeks of completion of site preparation and planting, a report documenting the as-built conditions of the site will be submitted to IU Health. The report will provide evidence through a bill of lading or invoice that the proper mitigation plant species were delivered in the correct numbers and were viable at the time of planting. If it was necessary to retain the delivered plants in storage for a period of time prior to planting, a sufficient description of the duration, conditions under which they were stored and nursery attention provided to ensure viability will be included. A brief description of the methods used to plant the bare root plants including verification of grouping and spacing will be provided. The report will document any and all notable deviations from the plan and reasons for such deviations. The report will also include documentation that the required erosion control measures were implemented and maintained.

Photo documentation of the tree and shrub plantings and post planting mulch application will also be submitted. At this time, permanent photographic stations that document each of the planting zones will be established. The station location will be identified on a set of plans, including the direction in which the photos were taken. These stations will become the reference sites for future monitoring report photographs.

As-Built Plans

A set of as-built plans will be submitted with the first annual post-construction monitoring documentation to either confirm that the site was graded and planted according to the plan, or to document any deviations that took place.

VIII. Maintenance Plan

Maintenance may include any combination of the following: selective herbicide application, mowing, hand-pulling or cutting undesirable species, and supplemental seeding/planting. Additional management tools and procedures may be considered as the site develops and adaptive strategies may evolve. Maintenance activities will be intensified in areas that have recently been developed and are likely to subside as those areas develop into healthy communities. Special attention will be paid to preventing infestation by invasive species, including reed canary grass, cattails, common reed, honeysuckle, and purple loosestrife.

Maintenance shall be provided for a period of five consecutive years, or until the project is deemed to be successfully completed by IU Health, IDEM, and USACE. Maintenance shall be provided by the applicant, IU Health, until regulatory signoff is received and receipt of a monitoring release letter is obtained. Only under force majeure conditions, such as tornado damage, major flood damage, outbreaks of invasive non-native plants, and other Acts of God, shall the applicant deviate from the mitigation and maintenance plan.

IX. Performance Standards

A. Minimum Success Criteria

1. Streams

Success criteria for compensatory mitigation for streams address the following elements:

a. Riparian buffers (Zone 1) will be planted along all stream channel mitigation areas as identified on Figure 3. The vegetation success criteria within this zone should match the following;
    1. At least 240 stems/acre must be maintained within Zone 1. Volunteer tree and shrub species may be counted if they appear to be generally similar in age and condition to the planted seedlings. Volunteer tree and shrub species must either be one of the planted species or be another desirable native tree species.

2. The site shall be free of invasive bush honeysuckle (*Lonicera maackii, L. morrowii, L. tatarica*) within the forested riparian corridor.
3. No single species within the riparian mitigation planted zone (Zone 1) should consist of more than 40% of the surviving species

b. Overall stream mitigation should be self-sustaining, meaning the site will no longer need to have yearly maintenance completed to maintain the success criteria.

X. Monitoring Requirements

Monitoring Reports

Annual Monitoring Reports will be prepared for the Mitigation Site until the Mitigation Site has been approved by the regulatory agencies and a monitoring release letter is obtained. Annual inspections will be completed each year at any time during the 1st, 2nd, 3rd, 4th, and 5th growing seasons following planting. In any year planting is conducted, monitoring will take place no sooner than the end of the growing season following planting. The Monitoring Reports will be submitted to the USACE and IDEM by December 31 of each year in which monitoring was conducted for the 5 year monitoring period.

These reports shall contain information concerning the steps IU Health or the designated agent has taken to create the mitigation stream/stream corridor and whether the stream/stream corridor is achieving each of the success criteria. The reports shall include the following:

1) The identification number.
2) As-built plans (in the first year's report).
3) Discussion of hydrology at the mitigation site.
4) Discussion of plant community development at the mitigation site.
5) Discussion of methods or means used to determine compliance with the success criteria.
6) Photographs representative of the mitigation stream/stream corridor site and sampling points.
7) Identification of any problems with meeting the success criteria.
8) Recommendations for correcting any problems identified.

Responsible Parties

IU Health, or a designated agent, will be responsible for submitting the required annual Monitoring Reports.

Release from Monitoring

The site will be monitored for a minimum of 5 years as outlined above. A final Monitoring Report will be submitted to the USACE and IDEM. If the agencies confirm that the success criteria for the stream and riparian buffer areas have been met, then the entire mitigation site will be released from future monitoring. If IDEM and the USACE determine that the success criteria for the stream and riparian buffer mitigation areas have not been met at the end of this 5 year monitoring period, remedial actions will be developed and implemented to correct deficiencies. A Monitoring Report will be required for each consecutive year until two sequential reports indicate that all success criteria have been met.

The proposed final Monitoring Report should include the required documentation from the previous year's monitoring effort. This report should also provide evidence that the goals of mitigation have been met and that the site generally represents a self-sustaining ecosystem. If requested, IU Health, or their designated agent, will meet with the USACE and IDEM to confirm the mitigation plan has been executed and is successful.

XI. Long-Term Management Plan

A short-term management and maintenance plan will be submitted to the USACE and IDEM following construction and planting of the site if it is deemed necessary by the USACE and IDEM to implement such measures to assure woody plant survival and control of exotics and invasive species. Long-term management and maintenance of the Mitigation Site will be completed by Bloomington Parks and Recreation in consultation with the USACE and IDEM.

The mitigation site will be monitored as identified above and if the results of the monitoring of this mitigation site show that conditions of the site are not meeting the performance standards and/or success criteria, IU Health will be responsible for developing and implementing a remediation plan. IU Health obligations assume and would be contingent on the performance of Bloomington Parks and Recreation of its obligations in a separate agreement setting forth, among other things, compliance with any deed and land use restrictions. The remediation plan will require coordination with USACE and/or IDEM if the mitigation site that is not meeting the performance standard and/or success criteria.

XII. Adaptive Management Plan

Any necessary adaptive management shall be the responsibility of IU Health during the regulatory monitoring period. In the event that the mitigation site fails to achieve the success criteria, IU Health and IDEM/USACE shall meet to develop necessary contingency plans and implement appropriate remedial actions.

XIII. Financial Assurances

IU Health will be responsible for successful establishment and operation of the Mitigation Site. This includes the upfront cost for construction, installation, materials, labor, maintenance, and regulatory monitoring. The installation contractor will be responsible for guaranteeing the establishment of the planted seed mixes and survival of the planted tree and shrub species for a period of two years following planting. IU Health shall assume all financial responsibility for the successful installation and maintenance of the Mitigation Site for a period of five consecutive years or until regulatory signoff is granted from USACE and IDEM with a monitoring release letter.

Figures

Figure 1 – Property Location Map

Figure 2 – NRCS Soil Survey and National Wetlands Inventory Map

Figure 3 – Mitigation Planting Plan Map

IU Health Bloomington Hospital
Regional Academic Health Center
Ferguson Dog Park Mitigation Site
Stream Mitigation and Monitoring Plan
Bloomington, Monroe County, Indiana
Metric Project No. 17-0032

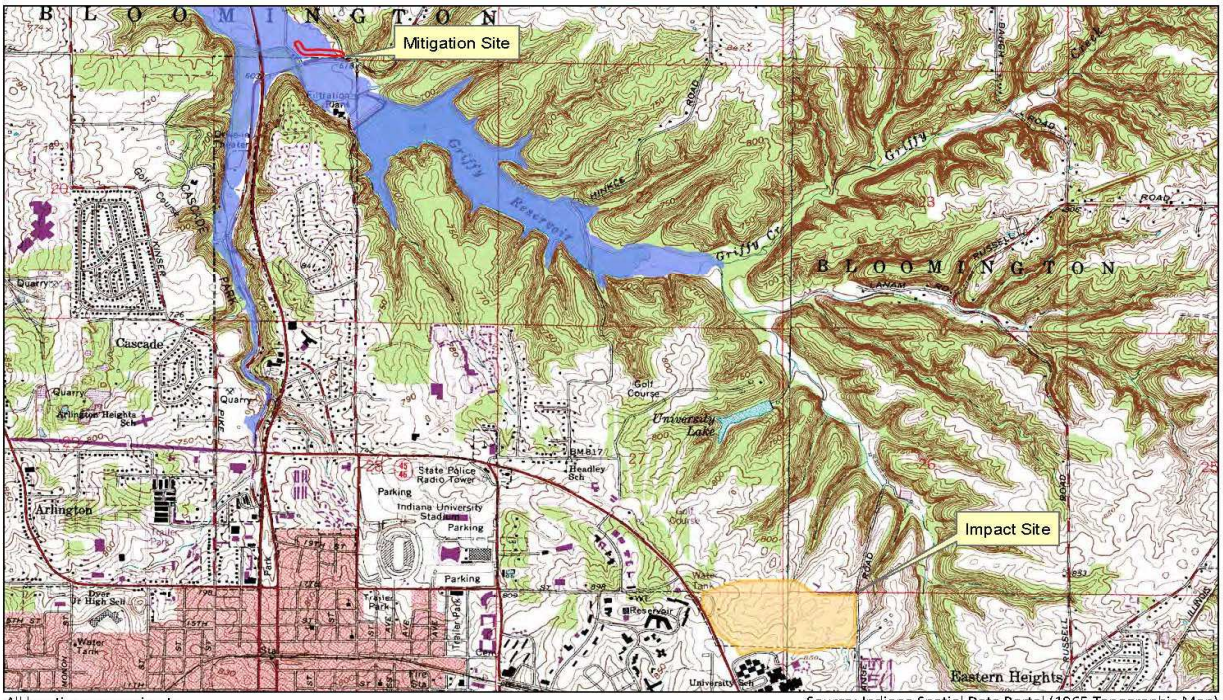


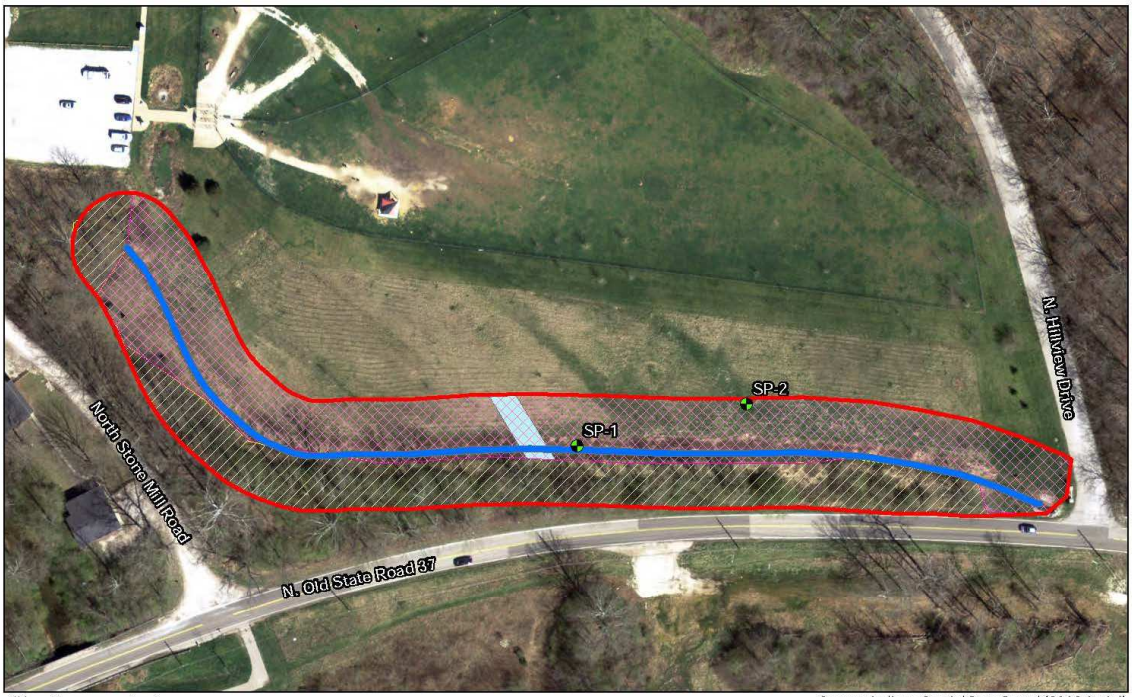
Figure 1 - Property Location Map
USGS Bloomington and Unionville Quadrangles
IU Health Bloomington Hospital
Regional Academic Health Center
Ferguson Dog Park Mitigation Site
Stream Mitigation and Monitoring Plan
Bloomington, Monroe County, Indiana
Metric Project No. 17-0032

Proposed Impact Site
Mitigation Boundary (2.210 acres)
Floodplains

N

0 875 1,750 3,500 Feet

METRIC ENVIRONMENTAL



All locations approximate

Source: Indiana Spatial Data Portal (2016 Aerial)

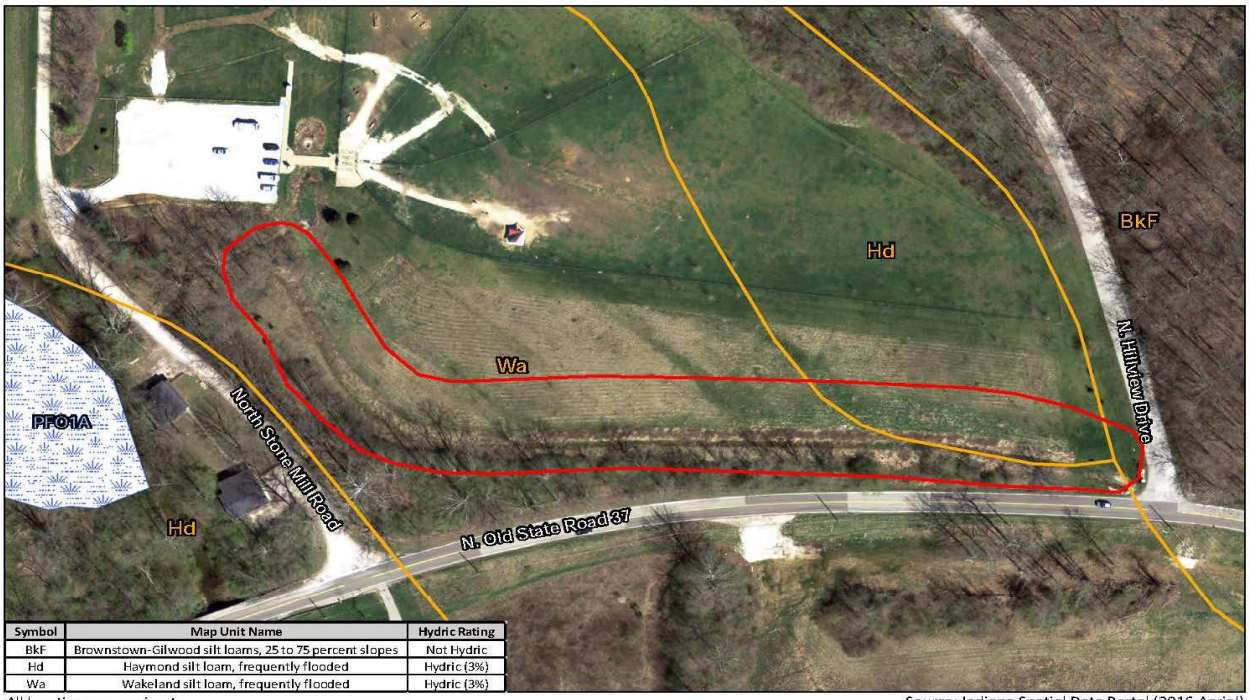
Figure 3 - Mitigation Planting Plan Map
IU Health Bloomington Hospital
Regional Academic Health Center
Ferguson Dog Park Mitigation Site
Stream Mitigation and Monitoring Plan
Bloomington, Monroe County, Indiana
Metric Project No. 17-0032

- Mitigation Boundary (2.210 acres)
- Sampling Points
- Zone 1 - Riparian Buffer (1.230 acres)
- Zone 2 - Stream Channel (0.130 acre)
- Zone 3 - Invasive Treatment (0.850 acre)
- 20ft Utility Buffer - Shrub Plantings Only (0.033 acre)

N

0 37.5 75 150 Feet

METRIC ENVIRONMENTAL



Symbol	Map Unit Name	Hydric Rating
BkF	Brownstown-Gilwood silt loams, 25 to 75 percent slopes	Not Hydric
Hd	Haymond silt loam, frequently flooded	Hydric (3%)
Wa	Wakeland silt loam, frequently flooded	Hydric (3%)

All locations approximate

Source: Indiana Spatial Data Portal (2016 Aerial)

Figure 2 - NRCS Soil Survey and
National Wetlands Inventory Map
IU Health Bloomington Hospital
Regional Academic Health Center
Ferguson Dog Park Mitigation Site
Stream Mitigation and Monitoring Plan
Bloomington, Monroe County, Indiana
Metric Project No. 17-0032

Mitigation Boundary (2.210 acres)
NWI Wetlands
NRCS Soil Survey

N

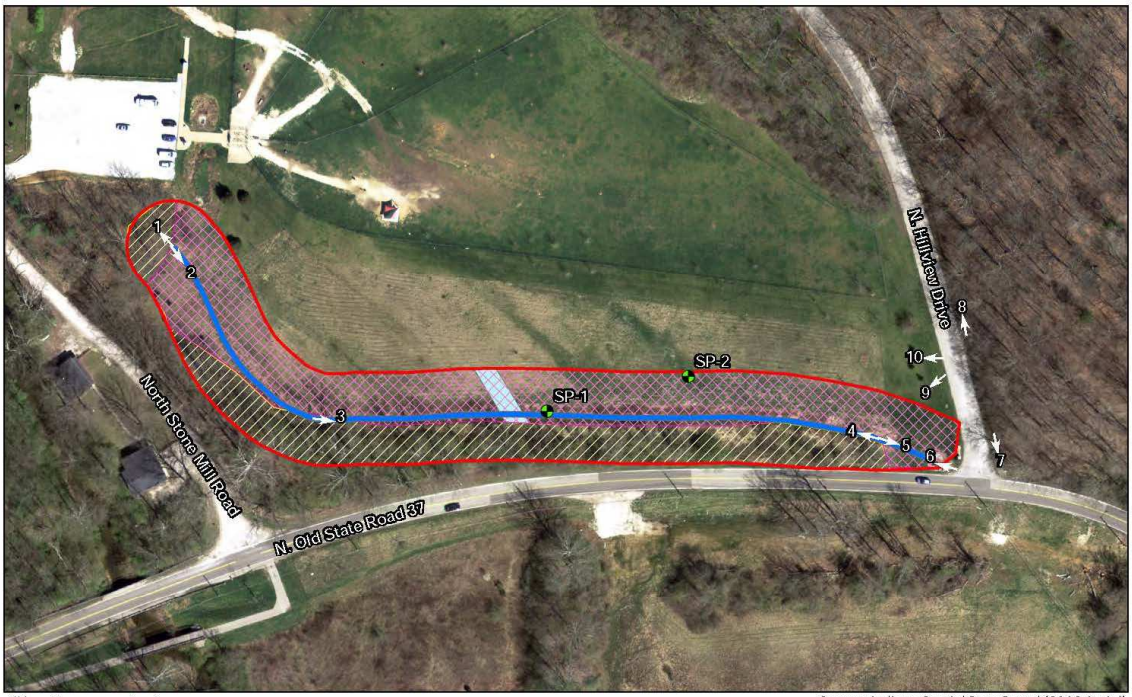
0 45 90 180 Feet

METRIC ENVIRONMENTAL

Appendix A

Exhibit 1 - Photograph Location Map and Site Photographs of Existing Conditions

IU Health Bloomington Hospital
Regional Academic Health Center
Ferguson Dog Park Mitigation Site
Stream Mitigation and Monitoring Plan
Bloomington, Monroe County, Indiana
Metric Project No. 17-0032



All locations approximate

Source: Indiana Spatial Data Portal (2016 Aerial)

Exhibit 1 - Photo Location Map
IU Health Bloomington Hospital
Regional Academic Health Center
Ferguson Dog Park Mitigation Site
Stream Mitigation and Monitoring Plan
Bloomington, Monroe County, Indiana
Metric Project No. 17-0032

- Mitigation Boundary (2.210 acres)
- Sampling Points
- Zone 1 - Riparian Buffer (1.230 acres)
- Zone 2 - Stream Channel (0.130 acre)
- Zone 3 - Invasive Treatment (0.850 acre)
- 20ft Utility Buffer - Shrub Plantings Only (0.033 acre)
- Photo Locations

N

0 45 90 180 Feet

METRIC ENVIRONMENTAL

1. View of existing ephemeral stream channel extending northwest of proposed stream channel.

2. View of proposed stream channel, looking southeast.

3. View of proposed stream channel, looking east.

4. View of proposed stream channel, looking northwest.

Exhibit 1—Mitigation Site Photographs (Taken 8/7/17)
IU Health Bloomington Hospital
Regional Academic Health Center
Ferguson Dog Park Mitigation Site
Stream Mitigation and Monitoring Plan
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METRIC ENVIRONMENTAL

5. View of proposed stream channel and culvert, looking south-east.

6. View of proposed stream channel from top of culvert, looking northwest.

7. View of Unnamed Tributary (UNT) and culvert feeding into proposed stream channel, looking southeast.

8. View of UNT that feeds into the proposed stream channel, looking northwest.

Exhibit 1—Mitigation Site Photographs (Taken 8/7/17)
IU Health Bloomington Hospital
Regional Academic Health Center
Ferguson Dog Park Mitigation Site
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METRIC ENVIRONMENTAL

9. Overview of site from Hillview Drive, view looking southwest.

10. Overview of site from Hillview Drive, view looking west.

Exhibit 1—Mitigation Site Photographs (Taken 8/7/17)
IU Health Bloomington Hospital
Regional Academic Health Center
Ferguson Dog Park Mitigation Site
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METRIC ENVIRONMENTAL

Appendix B

Seed Mixture Tables

IU Health Bloomington Hospital
Regional Academic Health Center
Ferguson Dog Park Mitigation Site
Stream Mitigation and Monitoring Plan
Bloomington, Monroe County, Indiana
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Table 1. Low-profile Prairie Seed Mix

Low-Profile Prairie Seed Mix		
Botanical Name	**Common Name**	**Ounces/Acre**
Permanent Grasses:		
Bouteloua curtipendula	Side Oats Grama	10.00
Carex spp.	Prairie Sedge Mix	1.00
Elymus canadensis	Canada Wild Rye	16.00
Koeleria pyramidata	June Grass	2.00
Panicum virgatum	Switch Grass	1.00
Schizachyrium scoparium	Little Bluestem	28.00
Sporobolus heterolepis	Prairie Dropseed	3.00
	Total Permanent Grasses	**61.00**
Temporary Cover:		
Avena sativa	Common Oat	360.00
Lolium multiflorum	Annual Rye	120.00
	Total Temporary Cover	**480.00**
Forbs:		
Amorpha canescens	Lead Plant	1.00
Anemone cylindrica	Thimbleweed	0.50
Aquilegia canadensis	Wild Columbine	0.5
Asclepias tuberosa	Butterfly Milkweed	2
Baptisia alba	White Wild Indigo	1
Chamaecrista fasciculata	Partridge Pea	9
Coreopsis lanceolata	Sand Coreopsis	1.5
Coreopsis palmata	Prairie Coreopsis	1
Dalea candida	White Prairie Clover	1.5
Dalea purpurea	Purple Prairie Clover	1.5
Echinacea purpurea	Broad-Leaved Purple Coneflower	3.5
Eryngium yuccifolium	Rattlesnake Master	2.5
Kuhunia eupatoides	False Bone-Set	0.5
Lespedeza capitata	Round-Head Bush Clover	2
Liatris aspera	Rough Blazing Star	0.5
Lupinus perennis	Wild Lupine	2
Monarda fistulosa	Wild Bergamot	0.5
Oligoneuron rigidum	Stiff Goldenrod	1
Parthenium integrifolium	Wild Quinine	1
Penstemon digitalis	Foxglove Beard Tongue	0.5
Physostegia virginiana	False Dragonhead	0.25
Pycnanthemum virginianum	Common Mountain Mint	1
Ratibida pinnata	Yellow Coneflower	3
Rudbeckia hirta	Black-Eyed Susan	2
Rudbeckia subtomentosa	Sweet Black-Eyed Susan	1
Silphium integrifolium	Rosin Weed	0.5
Silphium terebinthinaceum	Prairie Dock	2

Table 1. Low-profile Prairie Seed Mix (continued)

Solidago nemoralis	Old-Field Goldenrod	0.25
Symphyotrichum ericoides	Heath Aster	0.25
Symphyotrichum laeve	Smooth Blue Aster	0.75
Symphyotrichum novae-angliae	New England Aster	0.25
Tradescantia ohiensis	Common Spiderwort	0.75
Vernonia spp.	Ironweed (Various Mix)	1.75
Veronicastrum virginicum	Culver's Root	0.25
	Total Forbs	**49.75**
	Total	**590.75**

Table 2. Sedge Meadow Seed Mix

Sedge Meadow Seed Mix		
Botanical Name	**Common Name**	**Ounces/Acre**
Permanent Grasses/Sedges:		
Calamagrostis canadensis	Bluejoint Grass	1.00
Carex comosa	Bristly Sedge	2.00
Carex cristatella	Crested Oval Sedge	2.00
Carex frankii	Bristly Cattail Sedge	1.50
Carex lupulina	Common Hop Sedge	2.50
Carex lurida	Bottlebrush Sedge	4.00
Carex stipata	Common Fox Sedge	1.00
Carex vulpinoidea	Brown Fox Sedge	4.00
Elymus virginicus	Virginia Wild Rye	30.00
Glyceria striata	Fowl Manna Grass	0.50
Juncus effusus	Common Rush	1.00
Leersia oryzoides	Rice Cut Grass	1.00
Panicum virgatum	Switch Grass	1.00
Schoenoplectus tabernaemomtani	Softstem Bulrush	1.00
Scirpus atrovirens	Dark Green Rush	0.75
Scirpus pendulus	Red Bulrush	0.25
Spartina pectinata	Prairie Cord Grass	2.00
Total Permanent Grasses/Sedges	**55.50**	
Temporary Cover:		
Avena sativa	Common Oat	540.00
Total Temporary Cover	**540.00**	
Forbs:		
Alisma spp.	Water Plantain (Various Mix)	2.00
Angelica atropurpurea	Great Angelica	4.00
Asclepias incarnata	Swamp Milkweed	2.00
Bidens cernua	Nodding Swamp Marigold	2.00
Coreopsis tripteris	Tall Coreopsis	2.00
Doellingeria unbellata	Flat-Topped Aster	0.50
Eupatorium perfoliatum	Common Boneset	0.50

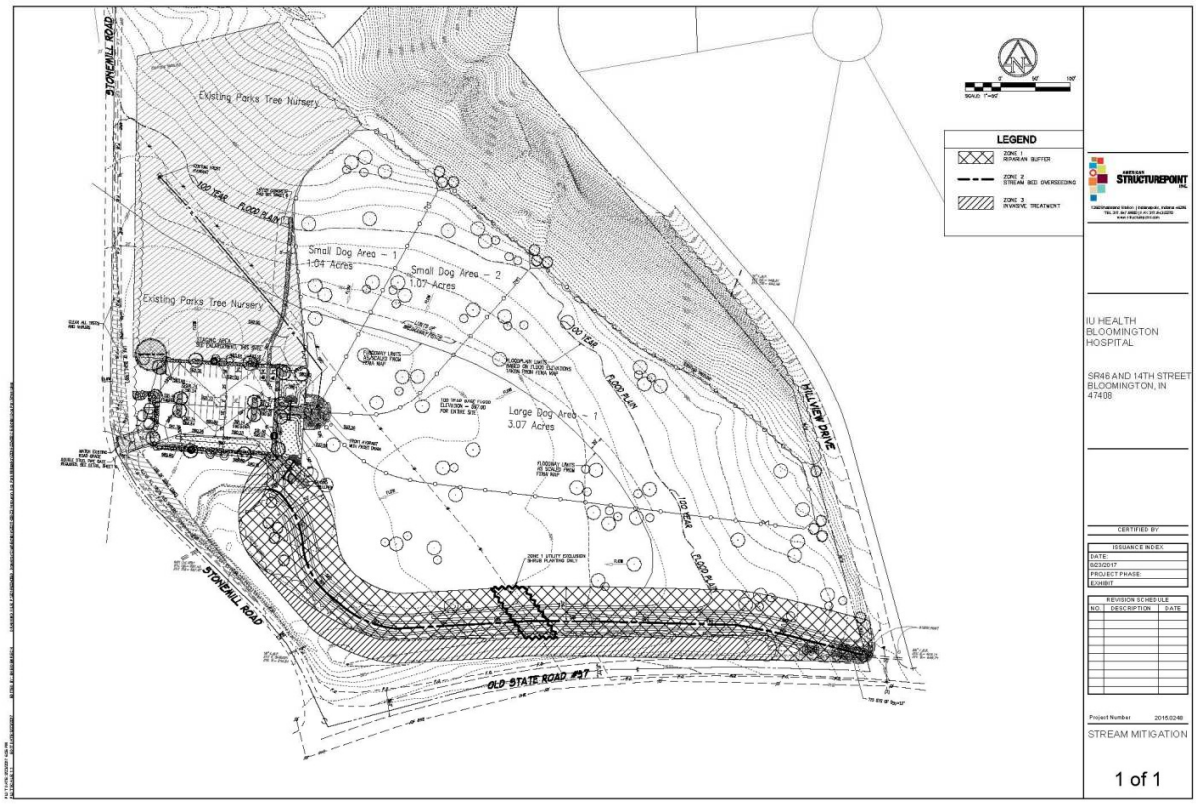
Table 2. Sedge Meadow Seed Mix (continued

Eutrochium maculatum	Spotted Joe Pye Weed	1.00
Helenium autumnale	Sneezeweed	2.00
Hibiscus laevis	Smooth Rose Mallow	2.00
Iris virginica	Blue Flag	3.00
Liatris spicata	Marsh Blazing Star	2.00
Lobelia cardinalis	Cardinal Flower	0.25
Lobelia siphilitica	Great Blue Lobelia	1.00
Lycopus americanus	Common Water Horehound	0.25
Penthorum sedoides	Ditch Stonecrop	0.50
Physostegia virginiana	Obedient Plant	0.25
Polygonum spp.	Pinkweed (Various Mix)	0.50
Pycnanthemum virginianum	Common Mountain Mint	0.50
Sagittaria latifolia	Common Arrowhead	1.00
Senna hebecarpa	Wild Senna	2.00
Silphium perfoliatum	Cup Plant	1.00
Sparganium eurycarpum	Common Bur Reed	4.00
Spiraea alba	Meadowsweet	0.25
Symphyotrichum novae-angliae	New England Aster	1.00
Symphyotrichum puniceum	Swamp Aster	1.00
Thalictrum dasycarpum	Purple Meadow Rue	1.50
Verbena hastata	Blue Vervain	2.00
Vernonia spp.	Ironweed (Various Mix)	1.00
Zizia aurea	Golden Alexanders	1.00
	Total Forbs	**42.00**
	Total	**637.50**

Appendix C

Mitigation Design Plans

IU Health Bloomington Hospital
Regional Academic Health Center
Ferguson Dog Park Mitigation Site
Stream Mitigation and Monitoring Plan
Bloomington, Monroe County, Indiana
Metric Project No. 17-0032


STONEHILL ROAD
Existing Parks Tree Nursery
100 YEAR FLOOD PLAIN
Small Dog Area - 1
1.04 Acres
Small Dog Area - 2
1.07 Acres
Large Dog Area - 1
3.07 Acres
HILLVIEW DRIVE
OLD STATE ROAD #37
LEGEND
ZONE 1
RIPARIAN BUFFER
ZONE 2
STREAM BED OVERSEEDING
ZONE 3
INVASIVE TREATMENT
SCALE: 1"=60'
IU HEALTH
BLOOMINGTON
HOSPITAL
SR46 AND 14TH STREET
BLOOMINGTON, IN
47408
CERTIFIED BY:
ISSUANCE INDEX
DATE:
02/3/2017
PROJECT PHASE:
EXHIBIT
REVISION SCHEDULE
NO.
DESCRIPTION
DATE
Project Number
2015.0246
STREAM MITIGATION
1 of 1

Appendix D

USACE Wetland Determination Forms and Photographs

IU Health Bloomington Hospital
Regional Academic Health Center
Ferguson Dog Park Mitigation Site
Stream Mitigation and Monitoring Plan
Bloomington, Monroe County, Indiana
Metric Project No. 17-0032

WETLAND DETERMINATION DATA FORM – Midwest Region
IU Health Bloomington Hospital Regional Academic Health Center

Project/Site: Ferguson Dog Park Mitigation Site City/County: Bloomington/Monroe Sampling Date: 8/7/2017

Applicant/Owner: IU Health State: IN Sampling Point: SP-1

Investigator(s): Amy Noel Smith, Alex Gray Section, Township, Range: 16, 9N, 1W

Landform (hillslope, terrace, etc.): Swale Local relief (concave, convex, none): concave

Slope (%): 5% Lat: 39.208382 Long: -86.532078 Datum: NAD83

Soil Map Unit Name: Wakeland silt loam, frequently flooded (Wa) NWI classification: None

Are climatic / hydrologic conditions on the site typical for this time of year? Yes X No ____ (If no, explain in Remarks.)

Are Vegetation ____, Soil ____, or Hydrology ____ significantly disturbed? Are "Normal Circumstances" present? Yes X No ____

Are Vegetation ____, Soil ____, or Hydrology ____ naturally problematic? (If needed, explain any answers in Remarks.)

SUMMARY OF FINDINGS – Attach site map showing sampling point locations, transects, important features, etc.

Hydrophytic Vegetation Present? Yes X No ____

Hydric Soil Present? Yes ____ No X

Wetland Hydrology Present? Yes X No ____

Is the Sampled Area within a Wetland? Yes ____ No X

Remarks:

VEGETATION – Use scientific names of plants.

Tree Stratum (Plot size: 30' radius)	Absolute % Cover	Dominant Species?	Indicator Status
1.			
2.			
3.			
4.			
5.			
	= Total Cover		

Sapling/Shrub Stratum (Plot size: 15' radius)			
1.			
2.			
3.			
4.			
5.			
	= Total Cover		

Herb Stratum (Plot size: 5' radius)			
1. *Phalaris arundinacea*	40%	Yes	FACW
2. *Verbesina alternifolia*	20%	Yes	FACW
3. *Impatiens capensis*	15%	No	FACW
4. *Carex vulpinoidea*	10%	No	FACW
5.			
6.			
7.			
8.			
9.			
10.			
11.			
12.			
13.			
14.			
15.			
16.			
17.			
18.			
19.			
20.			
	85%	= Total Cover	

Woody Vine Stratum (Plot size: 30' radius)			
1.			
2.			
	= Total Cover		

Dominance Test worksheet:

Number of Dominant Species That Are OBL, FACW, or FAC: 2 (A)

Total Number of Dominant Species Across All Strata: 2 (B)

Percent of Dominant Species That Are OBL, FACW, or FAC: 100% (A/B)

Prevalence Index worksheet:

Total % Cover of:		Multiply by:	
OBL species		x1 =	
FACW species	85%	x2 =	1.7
FAC species		x3 =	
FACU species		x4 =	
UPL species		x5 =	
Column Totals:	0.85 (A)		1.7 (B)

Prevalence Index = B/A = 2.00

Hydrophytic Vegetation Indicators:

X 1-Rapid Test for Hydrophytic Vegetation

X 2-Dominance Test is >50%

X 3-Prevalence Index is ≤3.0[1]

____ 4-Morphological Adaptations[1] (Provide supporting data in Remarks or on a separate sheet)

____ Problematic Hydrophytic Vegetation[1] (Explain)

[1]Indicators of hydric soil and wetland hydrology must be present, unless disturbed or problematic.

Hydrophytic Vegetation Present? Yes X No ____

Remarks: (Include photo numbers here or on a separate sheet.)

US Army Corps of Engineers Midwest Region Version 2.0

SOIL

Sampling Point: SP-1

Profile Description: (Describe to the depth needed to document the indicator or confirm the absence of indicators.)

Depth	Matrix		Redox Features					
(inches)	Color (moist)	%	Color (moist)	%	Type[1]	Loc[2]	Texture	Remarks
0-3	10YR 4/2	50	10YR 6/4	48	C	M	SCL	
			10YR 5/8	2	C	M		
4-6	10YR 4/2	50	10YR 5/4	5	C	M	SCL	
			7.5YR 5/4	45	C	M		
6-9	10YR 5/4	40	7.5 YR 5/4	60	C	M	SCL	
9-11	10YR 3/2	50	7.5YR 5/6	5	C	M	SCL	
	10YR 4/2	45						

[1]Type: C=Concentration, D=Depletion, RM=Reduced Matrix, CS=Covered or Coated Sand Grains. [2]Location: PL=Pore Lining, M=Matrix.

Hydric Soil Indicators:

___ Histosol (A1)
___ Histic Epipedon (A2)
___ Black Histic (A3)
___ Hydrogen Sulfide (A4)
___ Stratified Layers (A5)
___ 2 cm Muck (A10)
___ Depleted Below Dark Surface (A11)
___ Thick Dark Surface (A12)
___ Sandy Mucky Mineral (S1)
___ 5 cm Mucky Peat or Peat (S3)
___ Sandy Gleyed Matrix (S4)
___ Sandy Redox (S5)
___ Stripped Matrix (S6)
___ Loamy Mucky Mineral (F1)
___ Loamy Gleyed Matrix (F2)
___ Depleted Matrix (F3)
___ Redox Dark Surface (F6)
___ Depleted Dark Surface (F7)
___ Redox Depressions (F8)

Indicators for Problematic Hydric Soils[3]:

___ Coast Prairie Redox (A16)
___ Iron-Manganese Masses (F12)
___ Dark Surface (S7)
___ Very Shallow Dark Surface (TF12)
___ Other (Explain in Remarks)

[3]Indicators of hydrophytic vegetation and wetland hydrology must be present, unless disturbed or problematic.

Restrictive Layer (if observed):

Type: _____

Depth (inches): _____

Hydric Soil Present? **Yes** ___ **No** X

Remarks:
Soils continued; 11-14, 10YR 4/3, 98%, 7.5YR 5/4, 2%, C, PL, SCL. It appears that this soil is still recovering from construction activities that took place in 2012.

HYDROLOGY

Wetland Hydrology Indicators:

Primary Indicators (minimum of one is required: check all that apply)

___ Surface Water (A1)
___ High Water Table (A2)
___ Saturation (A3)
___ Water Marks (B1)
___ Sediment Deposits (B2)
___ Drift Deposits (B3)
___ Algal Mat or Crust (B4)
___ Iron Deposits (B5)
___ Inundation Visible on Aerial Imagery (B7)
___ Sparsely Vegetated Concave Surface (B8)
___ Water-Stained Leaves (B9)
___ Aquatic Fauna (B13)
___ True Aquatic Plants (B14)
___ Hydrogen Sulfide Odor (C1)
___ Oxidized Rhizospheres on Living Roots (C3)
___ Presence of Reduced Iron (C4)
___ Recent Iron Reduction in Tilled Soils (C6)
___ Thin Muck Surface (C7)
___ Gauge or Well Data (D9)
___ Other (Explain in Remarks)

Secondary Indicators (minimum of two required)

___ Surface Soil Cracks (B6)
X Drainage Patterns (B10)
___ Dry-Season Water Table (C2)
___ Crayfish Burrows (C8)
___ Saturation Visible on Aerial Imagery (C9)
___ Stunted or Stressed Plants (D1)
___ Geomorphic Position (D2)
X FAC-Neutral Test (D5)

Field Observations:

Surface Water Present? Yes ___ No X Depth (inches): _____
Water Table Present? Yes ___ No X Depth (inches): _____
Saturation Present? (includes capillary fringe) Yes ___ No X Depth (inches): _____

Wetland Hydrology Present? **Yes** X **No** _____

Describe Recorded Data (stream gauge, monitoring well, aerial photos, previous inspections), if available:

Remarks:

WETLAND DETERMINATION DATA FORM – Midwest Region
IU Health Bloomington Hospital Regional Academic Health Center

Project/Site: Ferguson Dog Park Mitigation Site City/County: Bloomington/Monroe Sampling Date: 8/7/2017

Applicant/Owner: IU Health State: IN Sampling Point: SP-2

Investigator(s): Amy Noel Smith, Alex Gray Section, Township, Range: 16, 9N, 1W

Landform (hillslope, terrace, etc.): Plain Local relief (concave, convex, none): None

Slope (%): 0% Lat: 39.20849 Long: -86.530532 Datum: NAD83

Soil Map Unit Name: Haymond silt loam, frequently flooded (Hd) NWI classification: None

Are climatic / hydrologic conditions on the site typical for this time of year? Yes X No ____ (If no, explain in Remarks.)

Are Vegetation ____, Soil ____, or Hydrology ____ significantly disturbed? Are "Normal Circumstances" present? Yes X No ____

Are Vegetation ____, Soil ____, or Hydrology ____ naturally problematic? (If needed, explain any answers in Remarks.)

SUMMARY OF FINDINGS – Attach site map showing sampling point locations, transects, important features, etc.

Hydrophytic Vegetation Present? Yes X No ____

Hydric Soil Present? Yes ____ No X

Wetland Hydrology Present? Yes ____ No X

Is the Sampled Area within a Wetland? Yes ____ No X

Remarks:

VEGETATION – Use scientific names of plants.

Tree Stratum (Plot size: 30' radius)	Absolute % Cover	Dominant Species?	Indicator Status
1.			
2.			
3.			
4.			
5.			
	= Total Cover		

Sapling/Shrub Stratum (Plot size: 15' radius)			
1.			
2.			
3.			
4.			
5.			
	= Total Cover		

Herb Stratum (Plot size: 5' radius)			
1. *Cirsium arvense*	30%	Yes	FACU
2. *Dipsacus fullonum*	20%	No	FACU
3. *Pilea pumila*	10%	No	FACW
4. *Phalaris arundinacea*	80%	Yes	FACW
5.			
6.			
7.			
8.			
9.			
10.			
11.			
12.			
13.			
14.			
15.			
16.			
17.			
18.			
19.			
20.			
	140%	= Total Cover	

Woody Vine Stratum (Plot size: 30' radius)			
1.			
2.			
	= Total Cover		

Dominance Test worksheet:

Number of Dominant Species That Are OBL, FACW, or FAC: 1 (A)

Total Number of Dominant Species Across All Strata: 2 (B)

Percent of Dominant Species That Are OBL, FACW, or FAC: 50% (A/B)

Prevalence Index worksheet:

Total % Cover of:		Multiply by:	
OBL species		x1 =	
FACW species	90%	x2 =	1.8
FAC species		x3 =	
FACU species	50%	x4 =	2
UPL species		x5 =	
Column Totals:	1.40 (A)		3.8 (B)

Prevalence Index = B/A = 2.71

Hydrophytic Vegetation Indicators:

____ 1-Rapid Test for Hydrophytic Vegetation

____ 2-Dominance Test is >50%

X 3-Prevalence Index is ≤3.0[1]

____ 4-Morphological Adaptations[1] (Provide supporting data in Remarks or on a separate sheet)

____ Problematic Hydrophytic Vegetation[1] (Explain)

[1]Indicators of hydric soil and wetland hydrology must be present, unless disturbed or problematic.

Hydrophytic Vegetation Present? Yes X No ____

Remarks: (Include photo numbers here or on a separate sheet.)

SOIL

Sampling Point: SP-2

Profile Description: (Describe to the depth needed to document the indicator or confirm the absence of indicators.)

Depth	Matrix		Redox Features					
(inches)	Color (moist)	%	Color (moist)	%	Type[1]	Loc[2]	Texture	Remarks
0-6	10YR 4/3	100						
6-14	10YR 4/2	50	7.5YR 4/6	2	C	M	SCL	Prominent mottle
	10YR 4/4	48						

[1]Type: C=Concentration, D=Depletion, RM=Reduced Matrix, CS=Covered or Coated Sand Grains. [2]Location: PL=Pore Lining, M=Matrix.

Hydric Soil Indicators:

- ___ Histosol (A1)
- ___ Histic Epipedon (A2)
- ___ Black Histic (A3)
- ___ Hydrogen Sulfide (A4)
- ___ Stratified Layers (A5)
- ___ 2 cm Muck (A10)
- ___ Depleted Below Dark Surface (A11)
- ___ Thick Dark Surface (A12)
- ___ Sandy Mucky Mineral (S1)
- ___ 5 cm Mucky Peat or Peat (S3)
- ___ Sandy Gleyed Matrix (S4)
- ___ Sandy Redox (S5)
- ___ Stripped Matrix (S6)
- ___ Loamy Mucky Mineral (F1)
- ___ Loamy Gleyed Matrix (F2)
- ___ Depleted Matrix (F3)
- ___ Redox Dark Surface (F6)
- ___ Depleted Dark Surface (F7)
- ___ Redox Depressions (F8)

Indicators for Problematic Hydric Soils[3]:

- ___ Coast Prairie Redox (A16)
- ___ Iron-Manganese Masses (F12)
- ___ Dark Surface (S7)
- ___ Very Shallow Dark Surface (TF12)
- ___ Other (Explain in Remarks)

[3]Indicators of hydrophytic vegetation and wetland hydrology must be present, unless disturbed or problematic.

Restrictive Layer (if observed):

Type: _____

Depth (inches): _____

Hydric Soil Present? **Yes** ___ **No** X

Remarks:

HYDROLOGY

Wetland Hydrology Indicators:

Primary Indicators (minimum of one is required: check all that apply)

- ___ Surface Water (A1)
- ___ High Water Table (A2)
- ___ Saturation (A3)
- ___ Water Marks (B1)
- ___ Sediment Deposits (B2)
- ___ Drift Deposits (B3)
- ___ Algal Mat or Crust (B4)
- ___ Iron Deposits (B5)
- ___ Inundation Visible on Aerial Imagery (B7)
- ___ Sparsely Vegetated Concave Surface (B8)
- ___ Water-Stained Leaves (B9)
- ___ Aquatic Fauna (B13)
- ___ True Aquatic Plants (B14)
- ___ Hydrogen Sulfide Odor (C1)
- ___ Oxidized Rhizospheres on Living Roots (C3)
- ___ Presence of Reduced Iron (C4)
- ___ Recent Iron Reduction in Tilled Soils (C6)
- ___ Thin Muck Surface (C7)
- ___ Gauge or Well Data (D9)
- ___ Other (Explain in Remarks)

Secondary Indicators (minimum of two required)

- ___ Surface Soil Cracks (B6)
- ___ Drainage Patterns (B10)
- ___ Dry-Season Water Table (C2)
- ___ Crayfish Burrows (C8)
- ___ Saturation Visible on Aerial Imagery (C9)
- ___ Stunted or Stressed Plants (D1)
- ___ Geomorphic Position (D2)
- ___ FAC-Neutral Test (D5)

Field Observations:

Surface Water Present?	Yes ___	No X	Depth (inches): ___
Water Table Present?	Yes ___	No X	Depth (inches): ___
Saturation Present? (includes capillary fringe)	Yes ___	No X	Depth (inches): ___

Wetland Hydrology Present? **Yes** ___ **No** X

Describe Recorded Data (stream gauge, monitoring well, aerial photos, previous inspections), if available:

Remarks:

1. Sampling Point (SP) - 1, soil test pit.

2. SP-1, view looking west.

3. SP-1, view looking east.

4. SP-2, soil test pit.

Mitigation Site Wetland Assessment Photographs (Taken 8/7/17)
IU Health Bloomington Hospital
Regional Academic Health Center
Ferguson Dog Park Mitigation Site
Stream Mitigation and Monitoring Plan
Bloomington, Monroe County, Indiana
Metric Project No. 17-0032

METRIC ENVIRONMENTAL

5. SP-2, view looking west.

6. SP-2, view looking east.

Mitigation Site Wetland Assessment Photographs (Taken 8/7/17)
IU Health Bloomington Hospital
Regional Academic Health Center
Ferguson Dog Park Mitigation Site
Stream Mitigation and Monitoring Plan
Bloomington, Monroe County, Indiana
Metric Project No. 17-0032

EXHIBIT B

SCHEMATIC DRAWING OF THE MITIGATION SITE

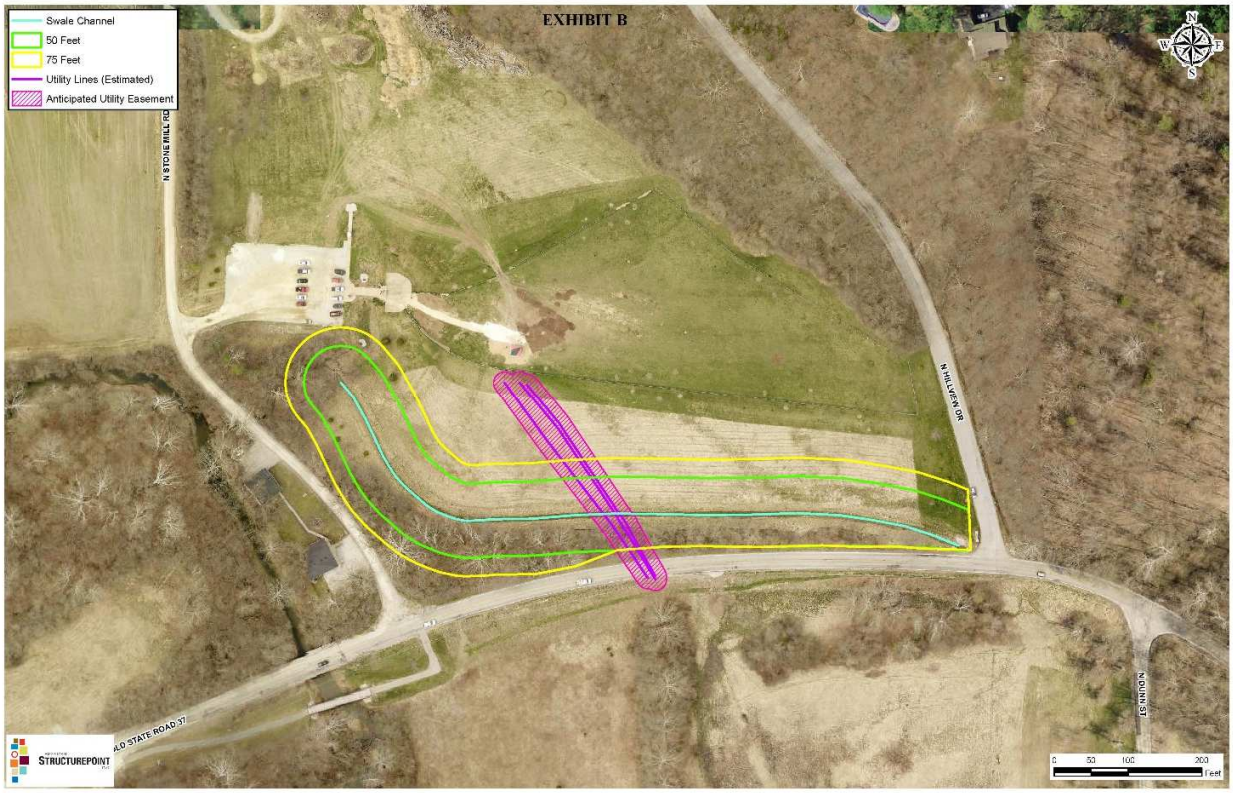


EXHIBIT C

E-VERIFY AFFIDAVIT

STATE OF INDIANA)
) SS:
COUNTY OF _____)

AFFIDAVIT

The undersigned, being duly sworn, hereby affirms and says that:

1. The undersigned is the _____of _____.
   (job title) (company name)

2. The company named herein that employs the undersigned:
   i. has contracted with or is seeking to contract with the City of Bloomington to provide services; **OR**
   ii. is a subcontractor on a contract to provide services to the City of Bloomington.

3. The undersigned hereby states that, to the best of his/her knowledge and belief, the company named herein does not knowingly employ an "unauthorized alien," as defined in 8 United States Code 1324a(h)(3).

4. The undersigned herby states that, to the best of his/her belief, the company named herein is enrolled in and participates in the E-verify program.

_____
Signature

_____
Printed Name

Before me, a Notary Public in and for said County and State, personally appeared _____ and acknowledged the execution of the foregoing Affidavit this ____ day of _____, 20____.

_____ My Commission Expires: _____
Notary Public's Signature

_____ County of Residence: _____
Notary Public's Printed Name

EXHIBIT D

MITIGATION SITE DECLARATION OF RESTRICTIVE COVENANTS

THIS DECLARATION OF RESTRICTIVE COVENANTS FOR CONSERVATION ("**Declaration**") is made this ____ day of _____, 2018, by the CITY OF BLOOMINGTON, INDIANA and the CITY OF BLOOMINGTON PARKS AND RECREATION DEPARTMENT ("**Declarant**").

RECITALS:

WHEREAS, Declarant is the sole owner in fee simple of certain real property located at 4300 North Stone Mill Road, Bloomington, Monroe County, Indiana, as described in Instrument No. 2002000223 in the Office of the Monroe County Recorder, and as more particularly described in the legal description attached hereto as **Exhibit A** and shown on the site plan attached hereto as **Exhibit B**, both of which are incorporated herein by reference ("**Property**"); and

WHEREAS, the discharge of dredged and/or fill material into jurisdictional waters of the United States, including wetlands and streams, pursuant to Sections 404 of the Clean Water Act, requires compensatory mitigation; and

WHEREAS, Indiana University Health, Inc. and Indiana University Health Bloomington, Inc., each an Indiana non-profit corporation (collectively, "**IU Health**"), desire as part of their development and construction of a new hospital and academic health facility in conjunction with Indiana University at SR 46 Bypass and 14th Street in Bloomington, Indiana to remove the existing stream on that site by mitigating such removal on the Property through the enhancement and improvements of the stream area on the Property; and

WHEREAS, as compensatory mitigation under Federal and state law for and in consideration of Department of the Army Permit No. [**NUMBER**] issued by the U.S. Army Corps of Engineers, Louisville District ("**Corps**"), pursuant to Section 404 of the Clean Water Act (33 U.S.C. §1344) and/or Section 10 of the Rivers and Harbors Act (33 U.S.C. §403), and Indiana Department of Environmental Management ("**IDEM**") Permit No. [**NUMBER**] issued pursuant to Section 401 of the Clean Water Act (33 U.S.C. § 1341) and/or Indiana's Isolated Wetlands law (Ind. Code 13-18-22) (collectively, "**Permits**"), and in recognition of the continuing benefit to the Property and for the protection of waters of the United States and scenic, resource, environmental, and other conservation values, IU Health and Declarant have agreed to enhance and preserve riparian areas and buffers on the portion of the Property depicted on **Exhibit B** attached hereto ("**Mitigation Property**"), which requires the placing of certain restrictive covenants on the Property in order that the Mitigation Property shall remain substantially in its natural condition forever, and to grant a right of access and entry to the Property.

NOW, THEREFORE, in consideration of the benefits to be derived by the Declarant and each and every subsequent owner and occupant of the Mitigation Property, and as required mitigation for the discharge of dredged and/or fill material into waters of the United States, as

authorized by the Permits, Declarant hereby makes this Declaration on the terms and conditions stated below.

1. **Purpose.** The purpose of this Declaration is to restrict the current and future use of the Mitigation Property in perpetuity in order to protect aquatic resource functions and values, scenic, resource, environmental, and other conservation values, and conservation functions and ecological services; to establish the Mitigation Property as an open, common, and undeveloped conservation area; and to preserve the natural condition of the Mitigation Property in perpetuity.

2. **Covenant Running with the Land.** Declarant hereby declares that the Property shall be bound by, held, transferred, sold, conveyed, leased, improved, hypothecated, occupied or otherwise disposed of and used subject to the rights of access and entry provision and property transfer provision of the following restrictive covenants, which shall be perpetual and run with the land and be binding on all the Declarant's heirs, executors, administrators, successors, assigns, lessees, or other persons, firms, associations, corporations or governmental entities having or hereafter acquiring any right, title, or interest in the Property or any part thereof, and that the Mitigation Property shall be bound by, held, transferred, sold, conveyed, leased, improved, hypothecated, occupied or otherwise disposed of and used subject to the following restrictive covenants, which shall run with the land and be binding on all the Declarant's heirs, executors, administrators, successors, assigns (which are included in the term "Declarant" below), lessees, or other occupiers and users. The terms and conditions of the following restrictive covenants shall be both explicitly and implicitly included in any subsequent transfer, conveyance, or encumbrance affecting all or part of the Property. Any such transfer, conveyance or encumbrance shall set forth the terms and conditions of this Declaration by reference to this document and its recorded location in accordance with Section 9 of this Declaration.

3. **Definitions.**

3.1 Natural Condition. The term "natural condition" shall mean the condition of the Mitigation Property at the time of this Declaration and as restored, created, enhanced, and preserved pursuant to the Mitigation Plan. The natural condition shall be evidenced in part by the site plan which shows all relevant property lines, all existing man-made improvements and features, and major distinct natural features such as waters of the United States and is attached hereto as **Exhibit B**. The natural condition of the Mitigation Property may also be evidenced by:

(a) A current aerial photograph of the Mitigation Property at an appropriate scale taken as close as possible to the date this Declaration is made; and
(b) On-site photographs taken at appropriate locations on the Mitigation Property, including major natural features.

3.2 Mitigation Plan. The term "Mitigation Plan" shall mean the plan approved by the Permits.

4. **Restrictions/Prohibitions.** Any activity on, or use of, the Mitigation Property, which is or may become inconsistent with the purposes of this Declaration, is and shall be expressly prohibited. Without limiting the generality of the foregoing, the following activities are

expressly prohibited on the Mitigation Property except as provided for in Declarant's Reserved Rights in Section 5 hereof:

4.1 General/Topography. There shall be no filling, flooding, cultivating, excavating, earthmoving, grading, mining or drilling, no removal of natural materials, no dumping of any materials, and no alteration of topography in any manner.

4.2 Waters and Wetlands. There shall be no draining, ditching, diking, dredging, channelizing, damming, pumping, or impounding, no changing the grade or elevation, impairing or diverting the flow or circulation of waters, or reducing the reach of waters, and no other discharge or activity requiring a permit under applicable clean water or water pollution control laws and regulations, as amended.

4.3 Trees/Vegetation. There shall be no clearing, burning, cutting, mowing or destroying of trees or vegetation, except to the extent maintenance activities are allowed under the Mitigation Plan.

4.4 Non-Native/Exotic Species. Unless caused by force majeure conditions such as tornado damage, major flood damage, outbreaks of invasive non-native plants, or other acts of God, there shall be no introduction of non-native or exotic species to the Mitigation Property.

4.5 Uses. There shall be no agricultural, commercial, or industrial activity undertaken or allowed on the Mitigation Property, including, but not limited to, grazing and mining. There shall be no horseback riding, whether on or off an established trail.

4.6 Structures. There shall be no construction, erection, or placement of buildings, billboards, signs, or any other temporary or permanent structure, nor any additions to existing structures.

4.7 Roads. There shall be no construction or building of new roads, trails, or other rights of way without the prior written approval of the Corps or IDEM.

4.8 Off Road Vehicles. There shall be no use of off road vehicles, 4-wheel drive vehicles, all-terrain vehicles, snowmobiles, or other types of motorized recreational vehicles, except on existing roads and except as necessary to manage the Mitigation Property.

4.9 Utilities. There shall be no construction or placement of utilities or related facilities without the prior written approval of the Corps or IDEM.

4.10 Waste. There shall be no placement of refuse, wastes, sewage, dredged spoil, solid waste, incinerator residue, garbage, sewage sludge, munitions, chemical waste, biological materials, radioactive materials, wrecked or discarded equipment, rock, sand, cellar dirt, or industrial, municipal, or agricultural waste on the Mitigation Property.

4.11 Pest Control. There shall be no application of pesticides or biological controls, including, but not limited to, insecticides, fungicides, rodenticides and herbicides, without the prior written approval of the Corps or IDEM unless otherwise provided for in the Mitigation Plan.

5. Reserved Rights. Notwithstanding the restrictions in Section 3, Declarant reserves for itself, its heirs, executors, administrators, successors and assigns the right to use the Mitigation Property for all purposes not inconsistent with the purposes of these restrictive covenants and the Mitigation Plan. Further, Declarant expressly reserves for itself, its heirs, executors, administrators, successors, and assigns, the following rights which may be exercised upon providing at least 30 days prior written notice to the Corps or IDEM, except where expressly provided otherwise:

5.1 Wildlife and Forestry Management. Declarant reserves the right to naturally manage the Mitigation Property to preserve and improve the existing forest and wildlife resources, including native plantings and prescribed burning. Declarant reserves the right to remove or trim vegetation hazardous to persons or property and harvest and manage timber downed or damaged due to natural forces such as fire, storms, insects, or infectious organisms, to the extent necessary to protect the environment. Such management activities shall be carried out only after approval of the Corps or IDEM and in accordance with Best Management Practices as set out by the U.S. Forest Service.

5.2 Landscape Management. Declarant reserves the right to undertake landscaping necessary to prevent severe erosion or damage to the Mitigation Property or portions thereof, or significant detriment to existing or permitted uses, to the extent such landscaping is consistent with preserving the natural condition of the Mitigation Property.

5.3 Recreation. Declarant reserves the right to engage in outdoor, non-commercial recreational activities, including hunting, fishing, and similar recreational or educational activities, consistent with cumulatively very small impacts and with the continuing natural condition of the Mitigation Property. No prior written notice to the Corps or IDEM is required.

5.4 Road Maintenance. Declarant reserves the right to maintain existing roads, trails, or other rights of way in and to the Property. Maintenance shall be limited to removal or pruning of dead or hazardous vegetation; application of permeable materials (e.g., sand, gravel) necessary to correct or impede erosion; grading; replacement of culverts, water control structures, or bridges; and maintenance of roadside ditches.

5.5 Signs. Declarant reserves the right to erect signs on the Mitigation Property to mark the Mitigation Property as a protected area and to convey information on restricted use of the Mitigation Property, including no trespassing signs, no mowing signs, temporary signs indicating the Mitigation Property is for sale, signs identifying the trees, vegetation, wetlands or conservation ecological services of the Mitigation Property, and signs identifying the owner.

6. **Rights of Access and Entry.** Declarant grants the Corps, IDEM, IU Health and their authorized employees, contractors, agents and representatives an irrevocable and assignable right to enter in, on, over and across the Mitigation Property to inspect and monitor the Mitigation

Property; to implement the Mitigation Plan or take corrective measures under the Mitigation Plan; to take any actions necessary to maintain or restore the natural condition of the Mitigation Property; and to take any actions necessary to verify compliance with these restrictive covenants. Declarant also grants the Corps, IDEM, IU Health and their authorized agents an irrevocable and assignable right to enter and exit over and across the Property as necessary to access the Mitigation Property for the purposes listed above. No rights of access or entry to or use of any portion of the Mitigation Property or Property is granted or conveyed to members of the general public by these restrictive covenants.

7. Enforcement. Declarant grants the Corps, IDEM, and IU Health, as third party beneficiaries hereof, the discretionary right to enforce these restrictive covenants against any person or other entity violating or attempting to violate these restrictive covenants; provided, however, that no violation of these restrictive covenants shall result in forfeiture or reversion of title of the Property. In any enforcement action for violations of this Declaration, an enforcing agency shall be entitled to complete restoration of the Mitigation Property for any violation, as well as any other remedy available under law or equity, such as injunctive relief and administrative, civil or criminal penalties. No omission or delay in acting by the Corps, IDEM or IU Health shall bar subsequent enforcement rights or constitute a waiver of any enforcement right. These enforcement rights are in addition to, and shall not limit, enforcement rights available under other provisions of law or equity, or under any applicable permit or certification. Nothing herein shall limit the right of the Corps or IDEM to modify, suspend or revoke the Permits. Nothing herein shall be construed to authorize the Corps or IDEM to institute proceedings against the Declarant for changes to the Mitigation Property due to acts of God, natural disasters, or unauthorized acts of third parties outside the control of Declarant, so long as the compensatory mitigation is completed and determined by the Corps or IDEM to be successful in accordance with the Mitigation Plan.

8. Notice to Government.

8.1 Any permit application, or request for certification or modification, which may affect the Mitigation Property, made to any government entity with authority over wetlands or other waters of the United States, shall expressly reference and include a copy (with the recording stamp) of these restrictive covenants.

8.2 Declarant shall provide the Corps and IDEM with written notice of any legal action affecting this Declaration, including, but not limited to, foreclosure proceedings, tax sales, bankruptcy proceedings, zoning changes, adverse possession, abandonment, condemnation proceedings, and the exercise of the power of eminent domain. For any action that might result in this Declaration being voided or modified, such notice shall be provided at least 60 days before such action would be taken.

9. Property Transfers. Declarant shall include the following notice on all deeds, mortgages, plats, or any other legal instrument used to convey any interest in the Property and/or Mitigation Property:

NOTICE: This Property is subject to a Declaration of Restrictive Covenants for Conservation, dated _____, 2018, recorded in the Monroe County Recorder's Office on _____, 2018 as Instrument No. _____ and enforceable by the U.S. Army Corps of Engineers, the Indiana Department of Environmental Management and Indiana University Health, Inc.

Declarant shall provide the Corps, IDEM and IU Health with written notice of any such grant, transfer or conveyance of any interest in any or all of the Property at least sixty (60) days prior to the grant, transfer or conveyance. The notice shall include the name, address, and telephone number of the prospective transferee, a copy of the proposed deed or other documentation evidencing the conveyance, and a survey map that shows the boundaries of the portion of the Property and/or Mitigation Property being transferred. Failure to comply with this paragraph does not impair the validity or enforceability of these restrictive covenants.

10. Warranties.

10.1 Declarant represents and warrants that:

A. Declarant is the sole owner of the Mitigation Property and holds fee simple title which is free and clear of any and all liens, loans, claims, restrictions, easements and encumbrances, except as otherwise identified in **Exhibit C** attached hereto;

B. Declarant has identified all other parties that hold any interest (e.g. encumbrances) in the Mitigation Property and has notified such parties of the Declarant's intent to grant this Declaration;

C. This Declaration will not materially violate or contravene or constitute a material default under any other agreement, document, or instrument to which the Declarant is a party or by which the Declarant may be bound or affected;

D. This Declaration will not materially violate or contravene any zoning law or other law regulating use of the Mitigation Property; and

E. This Declaration does not authorize a use of the Property that is otherwise prohibited by a recorded instrument that has priority over this Declaration.

10.2 Declarant represents and warrants that, to the best of its knowledge:

A. No substance defined, listed, or otherwise classified pursuant to any federal, state, or local law, or regulation, as hazardous, toxic, polluting, or otherwise contaminating to the water or soil has been released, generated, treated, stored, used, disposed of, deposited, abandoned, or transported in, on, from, or across the Property;

B. There are no underground storage tanks located on the Property, whether presently in service or closed, abandoned, or decommissioned;

C. The Property is in compliance with all federal, state, and local laws, regulations, and permits and there is no pending or threatening litigation in any way affecting, involving, or relating to the Property and its use; and

D. The Property is not land-locked and there is access to the Property by road, dedication of pathway or by an access easement.

11. Notification. Any notice, request for approval, or other communication require by these restrictive covenants shall be sent by certified U.S. mail, pre-paid postage, to the following addresses (or such addresses as may be hereinafter specified by notice pursuant to this Section 11):

To Declarant: City of Bloomington, Indiana
Legal Department
401 North Morton Street,
P.O. Box 100
Bloomington, IN 47402-0100

City of Bloomington Parks and Recreation
401 North Morton Street, Suite 250
Bloomington, IN 47404

To Corps: U.S. Army Corps of Engineers
OP-FN, Room 752
P.O. Box 59
Louisville, KY 40201-0059

To IDEM: Indiana Department of Environmental Management
Mail Code 65-42
100 North Senate Avenue
Indianapolis, IN 46204

To IU Health: Indiana University Health, Inc.
Corporate Real Estate
950 North Meridian Street, Suite 1200
Indianapolis, IN 46204
Attn: Executive Director-Real Estate

To Metric: Metric Environmental, LLC
6971 Hillsdale Court
Indianapolis, IN 46250
Attn: Charlotte Bramble

12. Amendment. After recording, these restrictive covenants may only be amended by a recorded document signed by the Corps, IDEM, and Declarant. Amendment shall be allowed at the discretion of the Corps or IDEM, in consultation with resource agencies as appropriate, and then only in exceptional circumstances. Any amendment must be consistent with the requirements

of Sections 404 of the Clean Water Act. There shall be no obligation to allow any such amendment.

13. Termination. This Declaration is intended to be perpetual in nature and run with the land as set forth in Section 2 of this Declaration. However, if the Corps or IDEM determines that the compensatory mitigation undertaken on the Mitigation Property set forth in the Mitigation Plan is not successful and the alternative mitigation identified does not involve the Mitigation Property, then Declarant, Corps and IDEM may terminate this Declaration by written agreement.

14. Recording. Declarant shall record this Declaration in the official property records of the Office of the Monroe County Recorder within thirty (30) days of execution of this Declaration by the Declarant and shall, within thirty (30) days of recording, provide to IU Health, the Corps and IDEM a copy of the recorded Declaration and all exhibits. Declarant may re-record this instrument at any time as may be required to preserve its rights.

15. Successors in Interest. All references to the Corps and IDEM shall include successor governmental agencies, departments, or divisions, or any other successor entities prescribed by law.

16. Severability Provision. Should any separable part of these restrictive covenants be held contrary to law, unenforceable, or void, the remainder shall continue in full force and effect.

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

Parcel 1
Part of the Southeast Quarter of the Southwest Quarter of Section 16, Township 9 North, Range 1 West, Monroe County, Indiana, more particularly described as follows:

Commencing at the Southwest corner of the Southeast Quarter of the Southwest Quarter of said Section 16; thence South 88 degrees 33 minutes 28 seconds East along the South line of said Quarter Quarter Section 266.92 feet to the centerline of Stone Mill Road; said point being the point of beginning; thence the following three (3) courses along said centerline: 1) North 28 degrees 26 minutes 56 seconds West 16.84 feet; 2) North 39 degrees 23 minutes 10 seconds West 58.44 feet; 3) North 45 degrees 32 minutes 52 seconds West 160.70 feet; thence North 44 degrees 27 minutes 08 seconds East 145.72 feet; thence South 88 degrees 33 minutes 28 seconds East 578.02 feet; thence North 58 degrees 42 minutes 50 seconds East 204.91 feet; thence South 25 degrees 53 minutes 55 seconds East 142.40 feet to the Westerly right-of-way line of Hillview Drive, as shown on the Plat of Marlin Hills, as recorded in Plat Cabinet "B", envelope 103, in the Recorder's Office of Monroe County, Indiana; thence South 15 degrees 13 minutes 58 seconds East along said right-of-way line 270.67 feet to the South line of said Quarter Quarter Section; thence North 88 degrees 33 minutes 28 seconds West along said South line 828.76 feet to the point of beginning, containing 5.84 acres, more or less.

Subject to a 25 foot right-of-way for Stone Mill Road and Old State Road #37.

Parcel 2
Part of the Southeast Quarter of the Southwest Quarter of Section 16, Township 9 North, Range 1 West, Monroe County, Indiana, more particularly described as follows

Commencing at the Southwest corner of the Southeast Quarter of the Southwest Quarter of said Section 16; thence North 00 degrees 43 minutes 32 seconds East along the West Tine of said Quarter Quarter Section 329.95 feet to the centerline of Stone Mill Road; thence South 10 degrees 51 minutes 11 seconds East along said centerline 45.23 feet to the point of beginning; thence North 51 degrees 25 minutes 45 seconds East 798,93 feet to the Westerly right-of-way line of Hillview Drive, as shown on the Plat of Marlin Hills, as recorded in Plat Cabinet "B", envelope 103, in the Recorder's Office of Monroe County, Indiana; thence South 40 degrees 29 minutes 35 seconds East along said right-of-way line 536,11 feet; thence South 15 degrees 13 minutes 58 seconds East along said right-of-way line 147.53 feet; thence North 25 degrees 53 minutes 55 seconds West 142.40 feet, thence South 58 degrees 42 minutes 50 seconds West 204.91 feet; thence North 88 degrees 33 minutes 28 seconds West 578.02 feet; thence South 44 degrees 27 minutes 08 seconds West 145.72 feet to said centerline; thence the following three (3) courses along said centerline: 1) North 45 degrees 32 minutes 52 seconds West 45.74 feet; 2) North 39 degrees 48 minutes 31 seconds West 50.12 feet; 3) North 31 degrees 01 minutes 41 seconds West 57.38 feet to the point of beginning, containing 6.44 acres, more or less.

Subject to a 25 foot right-of-way for Stone Mill Road.

Parcel 3
Part of the Southeast quarter of the Southwest Quarter of Section 15, Township 9 North, Range 1 West, Monroe County, Indiana, more particularly described as follows:

Commencing at the Southwest corner of the Southeast Quarter of the Southwest Quarter of said Section 16;
thence North 00 degrees 43 minutes 32 seconds East along the West line of said Quarter Quarter Section 329.95 feet to the point of beginning; thence continuing North 00 degrees 43 minutes 32 seconds East along said West line 650.55 feet to the Southwest corner of Lot 63 in Marlin Mils 2nd Addition, as recorded on Plat Book 5, page 24, in the Recorder's Office of said county; thence the following four (4) courses along said Marlin Hills 2nd Addition: 1) North 87 degrees 25 minutes 34 seconds East 208.00 feet; 2) South 39 degrees 51 minutes 18 seconds East 162.02 feet; 3) North 42 degrees 25 minutes 34 seconds East 315.00 feet; 4) North 61 degrees 16 minutes 34 seconds East 72.92 feet; thence South 61 degrees 10 minutes 31 seconds East 29_27 feet to the Westerly right-of-way line of Hillview Drive, as shown on the plat of Marlin Hills, as recorded in Plat Cabinet "B", envelope 103, in said Recorder's Office; thence South 10 degrees 47 minutes 49 seconds West along said right-of-way line 268.05 feet; thence South 40 degrees 29 minutes 35 seconds East along said right-of-way line 94.56 feet; thence South 51 degrees 25 minutes 45 seconds West 798.93 feet to the centerline of Stone Mill Road; thence North 10 degrees 51 minutes 11 seconds West 45.23 feet to the point of beginning, containing 6,42 acres, more or less.

Subject to a 25 foot right-of-way for Stone Mill Road.

EXHIBIT B

SCHEMATIC ILLUSTRATION OF MITIGATION PROPERTY

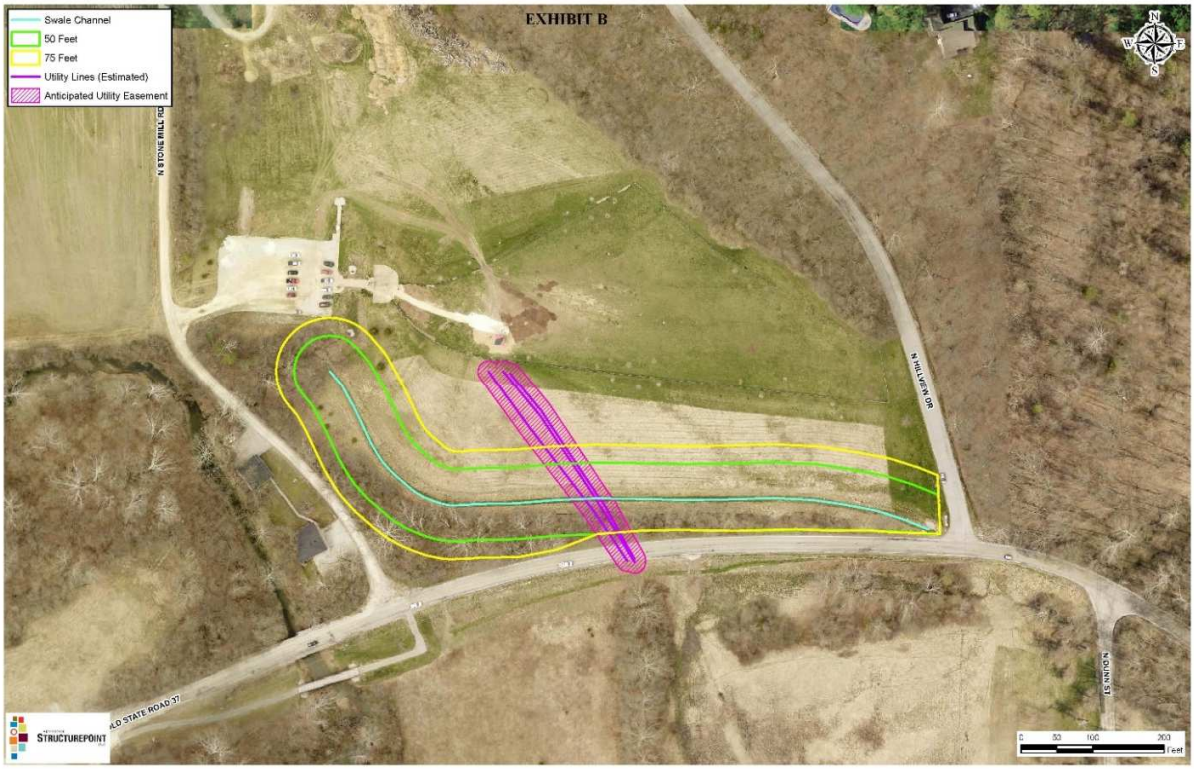


EXHIBIT C

LIST OF CURRENT ENCUMBRANCES OF TITLE

CITY OF BLOOMINGTON
parks and recreation

STAFF REPORT

Agenda Item: C-2 Date: 10/24/2017

Administrator Review\Approval PM

TO: Board of Park Commissioners
FROM: Paula McDevitt, Director
DATE: **October 24, 2017**
SUBJECT: **Affordable Housing Project RFP**

Recommendation
Staff recommends the approval of South Central Indiana Housing Opportunities (SCIHO) proposal for an affordable housing development on the property located next to Switchyard Park. The approval of the proposal would initiate the draft of a ground lease to SCIHO to be reviewed and approved by the Board of Park Commissioners at the November 25, 2017 board meeting.

Background
The property is located next to the proposed Switchyard Park (scheduled to open in late 2019), better known as 1901 South Rogers Street. A 40' right-of-way from Rogers St. has been dedicated to the City of Bloomington. The real estate is zoned as Residential High-Density Multifamily ("RH") district. See Exhibit A for a map of the Property.

The lease will outline specific requirements including but not limited to an annual payment of $1 per year for 99 years; property will be lease "as is" with SCHIO covering the all costs including the cost of demolition of the building currently on the site; 100% of the development costs including securing all permits and approvals; property management including parking and trash removal.

SCHIO proposal is for Switch Yard Park Apartments, two multifamily apartment buildings in two phases for a total of 16 units, all with long term affordability for low-income families, including three units specifically designed for individuals with disabilities.

In the event that the SCHIO cannot obtain plan approval from the Plan Commission, or the City of Bloomington Council, any lease that had been entered into as a result of this RFP would be terminated.

SHCIO was the only respondent to RFP #2017-BPR-1

RESPECTFULLY SUBMITTED,

Paula McDevitt

Director

SCIHO
SOUTH CENTRAL INDIANA
HOUSING OPPORTUNITIES

October 12, 2017

Mr. Leslie Coyne
President
City of Bloomington Board of Parks Commissioners
401 N. Morton St., Ste. 250
Bloomington, IN 47404

RE: Affordable Housing Project RFP #2017-BPR-1

Dear Mr Coyne:

South Central Indiana Housing Opportunities (SCIHO) submits the enclosed proposal responding to the Board of Parks Commissioners' RFP #2017-BPR-1, released on September 28. We are pleased to present this proposal that will increase the supply of affordable apartments to the City of Bloomington.

Our proposal is for Switchyard Park Apartments, two multifamily apartment buildings in two phases for a total of 16 units, all with long term affordability for low-income families, including three units specifically designed for individuals with disabilities.

As Executive Director of SCIHO, I am authorized to represent the company in any negotiations, as well as authorized to sign any contract that may result from this RFP.

Mr. Richard Rampley, President of the SCIHO Board of Directors, is also authorized to represent SCIHO in this capacity. He can be reached at 321 W 15th St, Bloomington, IN 47404; rrampley@tds.net, 812-340-3908 (cell), 812-335-2207 (fax).

Please do not hesitate to contact me with any questions. Thank you for your consideration of this proposal.

Sincerely,

Deborah Myerson

Deborah Myerson
Executive Director
dmyerson@sciho.org

1007 N. Summit St. ~ Bloomington, Indiana 47404

T 812/339-3491 x117 F 812/339-7177 E info@sciho.org W sciho.org

SOUTH CENTRAL INDIANA HOUSING OPPORTUNITIES

SOUTH CENTRAL INDIANA HOUSING OPPORTUNITIES
1007 N. Summit St.
Bloomington, IN 47404
812-339-3491 x117
http://sciho.org

PROPOSAL

For

AFFORDABLE HOUSING DEVELOPMENT

AFFORDABLE HOUSING PROJECT

RFP #2017-BPR-1

SUBMISSION DATE: OCTOBER 12, 2017

DEBORAH L. MYERSON
EXECUTIVE DIRECTOR

RICHARD RAMPLEY
PRESIDENT

Organizational Qualifications

South Central Indiana Housing Opportunities (SCIHO) is an independent nonprofit housing developer founded by the Bloomington Housing Authority in 2015. Our mission is to increase access to affordable housing for low- and moderate-income households in Bloomington, Monroe County, and surrounding areas. As a locally-based organization, SCIHO knows local housing needs well. We offer the opportunity to keep resources for affordable housing within the community that we serve.

Switchyard Park Apartments is SCIHO's first housing development project. We have been certified since May 2017 as a CHDO by the City of Bloomington. SCIHO has produced a Community Housing Needs Assessment to document the City of Bloomington's affordable housing needs. Other current program areas include the development of Housing4Hoosiers, a tenant resource website to support low-income renters, and a Housing Resource Partnership to lease existing multifamily units in Monroe County to sublease to targeted low-income households. This program is in partnership with the Rapid Re-Housing Program at Shalom Community Center and the Housing Choice Voucher Program of the Bloomington Housing Authority.

SCIHO hired its executive director and first staff member, Deborah Myerson, in Nov. 2016. She is currently the sole SCIHO employee, with contract assistance for additional expertise and services. Ms. Myerson has over twenty years of experience in housing, community development, land use and transportation policy, and urban revitalization. Ms. Myerson will have the lead role in finalizing the development, concept, design and financing, management and operation of the proposed project. She is certified as a Rental Housing Development Finance Professional through the National Development Council. She holds a Masters in City and Regional Planning from Cornell University and is a member of the American Institute of Certified Planners. She has received training in affordable housing via IHCDA, Prosperity Indiana (IACED), Neighborworks America, and the National Development Council. Previously, she was an independent planning consultant with a national clientele including the Urban Land Institute, National Association of Home Builders, National Association of Realtors, and the Grounded Solutions Network.

Milestone Ventures, Inc., a seasoned development company with 17 years of experience in affordable housing development, is providing technical assistance to help SCIHO grow its organizational capacity.

Our status as an independent nonprofit affiliate of the Bloomington Housing Authority means that BHA is an important resource to support the growth of SCIHO's capacity.

For example, SCIHO has contracted with BHA's capital assets manager and certified green development specialist, Rhonda Moore, as a construction management resource as well as a member of the green team to support the sustainable development of the Switchyard Park Apartments. Ms. Moore has been employed by the BHA for over nineteen years and has over 30 years of experience in construction and capital asset management. Ms. Moore is a Certified Green Professional through the National Association of Home Builders (NAHB), as well as certified in Construction and Production Administration through the NeighborWorks Training Institute.

SCIHO also anticipates contracting with BHA for the property management of the Switchyard Park Apartments. In this capacity, Janice K. Price, BHA Property Manager will advise on property management and tenant screening considerations prior to lease-up. At the time of lease-up, Ms. Price will oversee property management and maintenance for this development, including leasing, tenant screenings, evictions, inspections, annual reexaminations, income changes, regulatory requirements and enforcement, and other tenant issues that may arise. Ms. Price has been with the Bloomington Housing Authority for over 23 years, the last 17 as property manager for 310 public housing units.

SCIHO has partnered with LifeDesigns, a local agency with over 30 years of experience serving with people with disabilities and their communities to reserve three of the eight units in Phase 1 of Switchyard Park Apartments for people with disabilities. LifeDesigns create opportunities for people to work and live in communities that are inclusive by providing the highest quality of care and support in areas like Affordable Housing, Educational Programs, Support Services, Community Living, and Employment Placement Services for their customers. As a well-established service provider for people with disabilities, LifeDesigns will serve as the primary source of referrals for the special needs units at Switchyard Park Apartments

The SCIHO Board of Directors also has a wealth of applicable knowledge and experience serving low-income households. Please see page 9 for a Board list.

Proposal Details

Proposed rent terms

Per the terms of the RFP, SCIHO anticipates leasing the land from the City of Bloomington for the amount of One Dollar ($1.00) Annually for Ninety-Nine (99) years.

Rents for the units in Phase 1:

Switchyard Park Apartments – Phase 1 (8 units)	**1 BR (6 units)** *670 square feet per unit*	**2 BR (2 units)** *850 square feet per unit*
Rent @ 50% AMI (5 units)	$549	$656
Rent @ 80% AMI (3 units)	$652	$842
Utility Allowance	$66	$82

General description of the vision and proposed project concept for the Property

The City of Bloomington faces an ongoing challenge to provide sufficient affordable, available, adequate, and accessible housing for all of its residents. Housing costs in Monroe County are the highest in Indiana. According to a Community Housing Needs Assessment that SCIHO produced in Nov. 2016, it is estimated that Bloomington will need 13,551 new housing units between 2010 and 2030. Approximately two-thirds of the new housing demand is projected to be for multifamily properties. Yet, while more than 66 percent of Bloomington's housing stock is rental, rents driven by the student market are often unaffordable for low- to moderate-income families. Nearly 69 percent of the city's rental households are considered cost-burdened, spending more than 30 percent of their gross monthly income on housing costs.

100 percent of the units in the Switchyard Park Apartments project will be affordable to low-income renters, at a price point that is in short supply in Bloomington. In Phase 1, three affordable units will be reserved for people with disabilities, a population with fewer affordable and accessible housing options than the general population.

The project location is in a well-located urban area 1.6 miles south of downtown Bloomington, which is particularly important to meet affordability needs. There are multiple transportation options. Bus stops for Bloomington Transit Route 2 are two blocks to the south and north. A quarter mile to the east, the B-Line Trail, a three-mile long bicycle/pedestrian paved recreational corridor connects to downtown, traveling north-south through the planned Switchyard Park. A medical office, restaurant, preschool, adult education center, and social service providers are all within a mile's walk with sidewalk access. The Broadview neighborhood on the west side of

Rogers St. and adjacent side streets are populated with modest two- and three-bedroom single family detached homes. On the east side of Rogers, where the site is located, there is a mix of residential with light industrial that is transitioning to recreational uses.

Outline of economic incentives which the developer expects to apply for, if any.

In addition to a bank loan from BloomBank, our expected sources of funding for this project include:

- $2,752 - Neighborhood Assistance Program tax credits from the Indiana Housing and Community Development Authority (Figure reflects total donations to be generated; $1376 is the actual NAP tax credits award)
- $105,000 - City of Bloomington Affordable Housing Fund (pending)
- $200,000 – City of Bloomington HOME Investment Partnership Funds (pending)
- $500,000 – Affordable Housing Program grant from the Federal Home Loan Bank of Indianapolis (awarded)

Proposed Development Schedule

SWITCHYARD PARK APARTMENTS PROPOSED PROJECT DEVELOPMENT SCHEDULE	
	(Anticipated) Date
ESA Phase 1 Completed	*10/19/2017*
Parks Board Vote to Award Ground Lease	*10/24/2017*
Ground Lease Contract Executed	*11/28/2017*
FHLBI AHP Contingency Deadline	*12/1/2017*
Pre-Application Meeting Deadline *(*Estimated, pending release of 2018 meeting schedule)*	*1/18/2018*
DRC Meeting *(*Estimated, pending release of 2018 meeting schedule)*	*1/30/2018*
Filing Deadline *(*Estimated, pending release of 2018 meeting schedule)*	*2/6/2018*
Notice Mailing Deadline *(*Estimated, pending release of 2018 meeting schedule)*	*2/12/2018*
Historic Preservation Commission hearing *(*Estimated, pending release of 2018 meeting schedule)*	*2/15/2018*
Final Revision Deadline	*2/19/2018*
Site Utilities in Place	*3/1/2018*
Plan Commission Hearing Date *(*Estimated, pending release of 2018 meeting schedule)*	*3/5/2018*
Tax Exemption approval	*10/1/2018*
Construction	
Final Plans/Specifications Approved	*5/4/2018*
Construction Bids Sought	*5/7/2018*
Bidding Concluded	*5/28/2018*
Construction Firm Selection	*5/31/2018*
Closing and Disbursement of Funds	*6/1/2018*
Building Permit Issued	*6/15/2018*
Construction Start	*6/15/2018*
Demolition existing home	*6/15/2018*
50% Completion	*9/15/2018*
Construction Completed	*12/15/2018*
Lease-Up	
Certificate of Occupancy Issued	*1/1/2019*
Begin Lease-up	*1/1/2019*
Placed in Service Date	*1/1/2019*
Substantial Rent-up *(80% occupancy or greater)*	*4/1/2019*
Permanent Financing	
Closing and Disbursement of funds	*6/1/2019*

Physical Details (including total square footage, total number of parking spaces, number and type of residential units, square footage of non-residential space

Switchyard Park Apartments consists of two phases, with two north-south oriented buildings containing eight (8) units comprised of two (2) 2-bedroom units and six (6) 1-bedroom units for a total of sixteen (16) units. The West Building (Phase 1) is a two-story building along S. Rogers Street and the East Building (Phase 2) contains a single story with a walk-out lower level that faces Switchyard Park. Together, these buildings frame a courtyard which is accessed off the entry drive on the south side of the site. A conceptual site plan is on page 8.

PROPERTY	SQUARE FEET
Phase 1 – Residential (8 units)	5,760
Phase 1 – Community Room/Laundry Area	396
Phase 2 - Residential (8 units)	5,760
Courtyard	2,230
TOTAL	**14,146**

West Building Site Description (Phase 1)

In the West Building, a covered stair in the courtyard will provide access to the second story units. All of the units on the ground floor will be accessed through the courtyard. Two (2) of the ground floor units will also have entrances from the street. A one-story building at the entry adjacent to the West Building will house the community room and laundry.

Affordability

All of the units both phases of Switchyard Park Apartments will serve low-income households at 80% Area Median Income or lower. In each phase, five of the units will be affordable to households earning up to 50% of the Area Median Income (AMI) and three units will be affordable to households earning up to 80% AMI. In Phase 1, three one-bedroom units will be reserved for residence by people with disabilities, under a partnership with the local nonprofit LIFEDesigns.

Tenants using Section 8 Housing Choice Vouchers often have difficulty finding decent, safe, and affordable housing in the local market. As a mission-based developer, SCIHO is also committed to serving tenants using Section 8 Housing Choice Vouchers for rent payment. Thus, these units may achieve a deeper affordability level for tenants using vouchers.

Parking

There are a total of sixteen (16) parking spaces. Five (5) parking spaces are at-grade next to the entry to the West Building, which will serve the first-floor units. ADA designated parking spaces at location will serve accessible units on this level. There are another eleven (11) parking spaces at the basement level along the east side of the site. ADA-designated parking spaces at this location will serve units on the lower level of the East Building. An open stairway from the parking through the East Building will provide access to the courtyard to serve the other floors.

Exteriors

Both buildings will have concrete slab foundations and a wood-framed wall, floor and roof systems. There will be a masonry veneer base and the exterior cladding of the buildings will be concrete fiber board lap siding of different exposures. There will vented aluminum soffits and pre-finished, aluminum gutters and downspouts. The vinyl windows will be a combination of fixed and casement function. The exterior doors will be insulated, fiberglass. The roofing will be asphalt shingle.

Energy Efficiency

The building will meet or exceed the current energy insulation values required by ANSI/ASHRAE Standard 90.1-2007. The under-slab insulation will be R-15 for 24 inches, the below-grade walls will be R-7.5 continuous, the above-grade exterior walls will be R-13 + R3.8 continuous, and the roof will be R-38. There will be a concrete topping slab on the floor structure between floors for sound isolation.

Interiors

The unit interiors will feature painted, gypsum wallboard walls and ceilings, and painted, solid-core, molded panel doors. There will be vinyl plank flooring throughout the living areas and sheet vinyl flooring in the bathrooms. The kitchen will have wood wall and base cabinets with full overlay doors and plastic laminate countertops. The bathroom will have a wood vanity with a cultured marble countertop. There will be painted door and window trim, and wall base throughout the living spaces with vinyl base in the bathrooms.

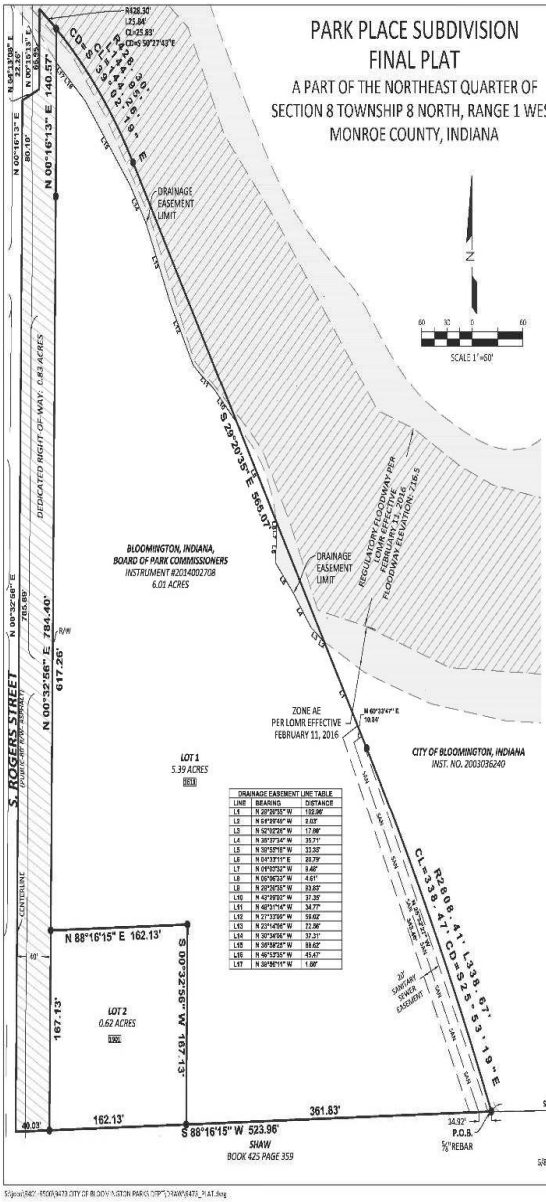
Conceptual Site Plan
Switchyard Park Apartments
1901 S Rogers, Bloomington, Ind.
South Central Indiana Housing Opportunities (SCIHO)
West Building (Phase 1)
East Building (Phase 2)
(8) APARTMENTS
(8) APARTMENTS
COURTYARD
COMMUNITY ROOM/ LAUNDRY
ENTRY
ENTRY BELOW
SOUTH ROGERS
Switchyard Park ----->
SIDEWALK TO PARKING
DRIVEWAY
SITE PLAN
SCALE: 1:30'
NORTH
springpoint ARCHITECTS
213 SOUTH ROGERS, SUITE 5
BLOOMINGTON, INDIANA 47404
812.318.2930
www.springpointarchitects.com
SCIHO
AFFORDABLE HOUSING DEVELOPMENT
BLOOMINGTON, INDIANA
APRIL 17, 2017

South Central Indiana Housing Opportunities
Board of Directors

Board List – October 2017		Term Expiration and Designation
President: Richard Rampley	Mr. Rampley leads workforce development services in South Central Indiana.	Jan. 31, 2019; Low-Income Representative
Vice Chair: John Vargo	Mr. Vargo is fiscal controller for the South Central Community Action Program. He has been the executive director of an affordable housing nonprofit and has experience in all aspects of developing and building new affordable homes from grant writing to site acquisition to general contracting.	Jan. 31, 2018
Treasurer: David Landis	Mr. Landis works in the commercial banking industry. Mr. Landis is the vice president of commercial lending for BloomBank.	Jan. 31, 2020
Secretary: Patrick Murray	Mr. Murray has over 30 years of experience working in the planning, community development and architectural fields. He is chair of the Board of Commissioners for the Bloomington Housing Authority. He also serves on the Board of Directors for a local shelter for people experiencing homelessness.	Jan. 31, 2020; BHA Commissioner Representative
Sandra Clothier	Ms. Clothier is a coach and case manager for Monroe County United Ministries. She is vice president of the Near West Side Neighborhood Association and is a representative to the Council of Neighborhood Associations.	Jan. 31, 2020; Low-Income Representative
Nordia McNish	Ms. McNish is pursuing a degree in Social Work from Indiana University. She is committed to creating possibilities for change for low-income individuals and families.	Jan 31, 2019; Low-Income Representative

Exhibit A

PLAT CABINET "D", ENVELOPE _____



OWNER CERTIFICATION

The undersigned, the Bloomington, Indiana, Board of Park Commissioners, being the owner of the described real estate, do hereby layoff and plat the same into four lots in accordance with this plat and certificate.

Rights-of-way as set forth are dedicated as shown and designated as Park Place Subdivision.

This plat shall be known and designated as Park Place Subdivision.

In Witness Whereof, the Bloomington, Indiana Board of Park Commissioners, have executed this instrument and caused their names to be subscribed thereto, this ____day of _____, 2017.

_____
The Bloomington, Indiana, Board of Park Commissioners

By:_____

STATE OF INDIANA, COUNTY OF MONROE

Before me, a Notary Public in for said County and State, _____, personally appeared and acknowledged the execution of this instrument this ____day of _____, 2017.

_____
Notary Signature

My commission expires:_____

County of Residence:_____

APPROVED BY THE CITY PLAT COMMITTEE AT A MEETING HELD: _____, 2017

_____
Tom Porter, Director Planning & Transportation Department

_____
Adam Wason, Director of Public Works

OWNER/DEVELOPER:

Bloomington, Indiana, Board of Park Commissioners
401 North Morton Street
Bloomington, IN 47404
Phone: 812-349-3400

RECORD INFORMATION:

Bloomington, Indiana, Board of Park Commissioners
Instrument Number 2014002708
53-08-08-100-214.000-009

ZONING:

Subject: IN
Adjacent: PUD, IN

FLOOD ZONE:

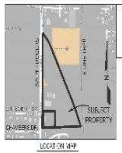
FEMA HAS DESIGNATED PART OF THIS PROPERTY AS A REGULATORY FLOODWAY, PART AS FLOOD ZONE "AE" AND THE REST AS FLOOD ZONE "X" PER MAPPING INDEX 18105C0143 G AS REVISED PER LETTER OF MAP REVISION EFFECTIVE FEBRUARY 11, 2016.
APPROXIMATE FEMA BOUNDARY HAS BEEN SHOWN PER FEMA PROVIDED GEOREFERENCED DATA FILES.

NOTES:

1. FIELD WORK PERFORMED NOVEMBER 2015 THROUGH JULY, 2017.
2. ALL REBAR SET ARE 5/8 INCH WITH YELLOW PLASTIC CAP STAMPED "BRIGGS INC 0685LM"
3. REBAR AS SHOWN THUS ● WERE SET BASED UPON THE INDIANA STATE PLANE COORDINATE SYSTEM.
4. THIS PLAT IS NOT COMPLETE WITHOUT THE ASSOCIATED RETRACEMENT SURVEY PLAT AND REPORT OF SURVEY RECORDED SEPARATELY AS INSTRUMENT NO. 2017026530.

DRAINAGE EASEMENT NOTES:

(A) Shall be required for any surface swales or other minor improvements that are intended for maintenance by the lots on which they are located.
(B) Shall prohibit any alteration within the easement that would hinder or redirect flow.
(C) Shall provide that the owner of the lot on which the easement is placed is to be responsible for maintenance of the drainage features within such easement.
(D) Shall be enforceable by the City Utilities Department and by owners of properties that are adversely affected by conditions within the easement.
(E) Shall allow the City Utilities Department to enter upon the easement for the purpose of maintenance, to charge the costs of such maintenance to the responsible parties, to construct drainage facilities within the easement, and to assume responsibility for the drainage features at its discretion.
(F) Signs shall not be located within drainage easements unless the sign is a public sign authorized by Section 20.05.079(j)(1), or is further authorized by the City.



RECORDER'S STAMP

AUDITOR'S STAMP

LEGAL DESCRIPTION

A part of the Northeast quarter of Section 8, Township 8 North, Range 1 West, Monroe County, Indiana, more particularly described as follows:

Commencing at the Southeast corner of said Northeast quarter, thence N 00°16'13" E (assumed bearing) along the east line of said quarter a distance of 1274.54 feet; thence leaving said east line S 00°16'13" W 140.57 feet to the northeast corner of the tract conveyed to Robert V. and Nancy L. Shaw by deed recorded in Deed Book 425, page 359 in the office of the Recorder of Monroe County, Indiana and the **POINT OF BEGINNING**; thence SOUTH 88 degrees 16 minutes 15 seconds WEST along the north line of said Robert V. and Nancy L. Shaw a distance of 523.96 feet to the centerline of South Rogers Street; thence NORTH 00 degrees 32 minutes 56 seconds EAST along said centerline a distance of 784.40 feet; thence continuing along said centerline NORTH 00 degrees 16 minutes 13 seconds EAST a distance of 80.10 feet to the southeast corner of the tract conveyed to the City of Bloomington in deed recorded as Instrument number 2003036240 in the office of the Recorder of Monroe County, Indiana; thence NORTH 84 degrees 13 minutes 08 seconds EAST along the south line of said City of Bloomington a distance of 22.26 feet to the southeast corner of said tract; thence NORTH 00 degrees 16 minutes 13 seconds EAST along the east line of said City of Bloomington a distance of 86.95 feet to the outer edge of the south line of the 12.04 acre tract conveyed to the City of Bloomington by deed recorded as Instrument number 2003036240 in the office of the Recorder of Monroe County, Indiana and the beginning of a non-tangent curve concave to the southwest having a radius of 426.30 feet and a chord which bears SOUTH 40 degrees 46 minutes 02 seconds EAST 163.08 feet; thence southeasterly along the south and west lines of said City of Bloomington tract the next three (3) calls:

1. SOUTHERLY along said curve an arc distance of 170.79 feet; thence
2. SOUTH 29 degrees 20 minutes 35 seconds EAST 866.07 feet to the beginning of a curve concave to the west having a radius of 2,808.41 feet and a chord which bears SOUTH 25 degrees 53 minutes 19 seconds EAST 338.47 feet; thence
3. SOUTHERLY along said curve an arc distance of 338.67 feet to the **POINT OF BEGINNING**;

containing 6.04 acres, more or less.

REPORT OF SURVEY

A report of survey was provided with the establishment boundary survey lines shown on plat prepared by Don E. Briggs of Bledsoe Riggert Cooper James, Inc., dated November 21, 2013 and recorded in the Office of the Recorder as Instrument No. 2017000530. The purpose of this Survey relative to boundary establishment, Lots 1 and 2 as directed by the property owners.

SURVEYOR'S CERTIFICATION

This survey was executed according to survey requirements contained in Section 1 through 19 of 865 IAC 1-12.

This certification does not take into consideration additional facts that an accurate and correct title search and/or examination might disclose.

Evidence of easements have not been located in the field and are not shown on this survey drawing.

Subject to the above reservation, I hereby certify that the survey work performed on the project shown hereon was performed either by me or under my direct supervision and control and that the information shown is true and correct to the best of my knowledge and belief.

Certified July XX, 2017

_____
Christopher L. Porter
Professional Surveyor No. LS21200032
State of Indiana

LEGEND:

- ● 5/8" REBAR WITH CAP
- (XXX) ADJUSTED (SOUTH ROGERS STREET)
- DEDICATED RIGHT-OF-WAY
- REGULATORY FLOODWAY
- ZONE AE 600 FEET FROM EASTERLY EASEMENT
- — SAN — EXISTING SANITARY SEWER LINE

PRELIMINARY

Bledsoe Riggert Cooper James
LAND SURVEYING • CIVIL ENGINEERING • GIS
1351 West Tapp Road
Bloomington, Indiana 47403
p: 812-336-8277
f: 812-336-0817

PLAT DATED: September 14, 2017 JOB # 9473

S:\proj\9473 - 9500\9473 CITY OF BLOOMINGTON PARKS DEPT\DRAW\9473_PLAT.dwg

SHEET 1 OF 1

CITY OF BLOOMINGTON
parks and recreation

STAFF REPORT

Agenda Item: C-3
Date: 10/24/2017

Administrator
Review\Approval
PM

TO: Board of Park Commissioners
FROM: Jeffrey Underwood, Controller
DATE: October 18, 2017
SUBJECT: Lease-Purchase of Solar Panels

Recommendation

Staff recommends that the Board of Park Commissioners support the Council's approval of a lease-purchase agreement with Bank of America to pay for the 5 megawatts of Photovoltaic Panels at approximately 30 City-owned facilities, including approximately 13 Parks facilities, which was approved earlier this year, and that the Board of Park Commissioners agree to pay for its proportionate share of the lease payment.

Background

On August 9, 2017, the Council approved a Guaranteed Savings Contract between the City and Energy Systems Group, LLC ("ESG"). Pursuant to that Guaranteed Savings Contract, ESG will install approximately 5 megawatts of Photovoltaic Panels at approximately 30 City-owned locations across the City during 2017, so that the City can take advantage of 30 years of net metering at the retail rate. The approximately 30 City-owned locations include approximately 13 Parks facilities (including the Twin Lakes Rec Center and Twin Lakes Ballfields, Frank Southern Center, Winslow Baseball Fields, Softball Fields, and Tennis Courts, both Mills Pool and Bryan Park Pool, RCA Park, Olcott Park, and the Banneker Center).

The Parks installations total approximately 33% of the total project cost.

The idea behind a Guaranteed Savings Contract is that the savings from the capital improvements are more than sufficient to pay for the improvements themselves, as well as the costs associated with the improvements. Given the tight timeframe to have the solar installations completed, the City entered into the Guaranteed Savings Contract prior to closing on financing.

The City has worked with its Financial Advisor (OW Krohn and Associates), its Bond Counsel (Barnes & Thornburg), and ESG to review a number of potential financing mechanisms. It is the opinion of City Staff, our Financial Advisor, and our Bond Counsel that a lease-purchase arrangement with Bank of America is the best way to finance the work covered by the Guaranteed Savings Contract. A lease-purchase does not constitute debt for purposes of the statutory debt limits. The City expects the lease-purchase agreement to have an interest rate of approximately 3%, and to have a term of twenty years. A lease-purchase is a common financing mechanism. In fact, two of the City's parking garages (at 7th and

Morton and 7th and Walnut) are being financed through lease purchase agreements.

Staff is asking the Council to approve a lease-purchase with Bank of America. If approved, Parks would be responsible for approximately 33% of the payment. We estimate that Parks' share of the payment will be approximately $300,000.

RESPECTFULLY SUBMITTED,

_____

Jeffrey H. Underwood, CPA

CITY OF BLOOMINGTON
parks and recreation

STAFF REPORT

Agenda Item: C-4
Date: 10/24/2017

Administrator
Review\Approval
PM

TO: Board of Park Commissioners
FROM: Julie Ramey, Community Relations Manager
DATE: October 24, 2017
SUBJECT: **Review/Approval of Contract with The Production House**

Background

The Production House is a professional, full service multimedia design and production company. They specialize in digital video and audio, and have successfully completed video projects for the Parks and Recreation Department in the past, including the time-lapse video for the Frank Southern Ice Arena, showing the process of laying down the ice for a skating season over a two-week period with more than 40 hours of video time lapsed into a six-minute video.

The Production House will capture high-quality, professional digital video footage of seasonal events and programs as assigned by Bloomington Parks and Recreation. The footage will be used in web-based promotional videos as well as to create a five-minute video application for the 2018 Gold Medal Award for Excellence from the National Recreation and Park Association.

Recommendation

Staff recommends the approval of the contract with The Production House for a block of video shooting, editing, and production hours offered at a discounted rate.

RESPECTFULLY SUBMITTED,

Julie Ramey

Julie Ramey
Community Relations Manager

AGREEMENT BETWEEN CITY OF BLOOMINGTON PARKS AND RECREATION DEPARTMENT AND THE PRODUCTION HOUSE

This Agreement, entered into on this _____day of October, 2017, by and between the City of Bloomington Department of Parks and Recreation (the "Department"), and The Production House ("Consultant").

Article 1. Scope of Services Consultant shall provide video production services for Gold Medal award video ("Services").
Consultant 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. Consultant shall complete the Services required under this Agreement on or before June 1, 2018 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 Consultant's work, Consultant agrees to maintain such coordination with the Department as may be requested and desirable, including primary coordination with Julie Ramey as the Department's Project Manager. Consultant agrees that any information or documents, including digital GIS information, supplied by the Department pursuant to Article 3, below, shall be used by Consultant 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 Consultant 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 Consultant's work in meeting the Standard of Care; however, the Department shall not unreasonably withhold its approval as to the adequacy of Consultant's performance. Upon notice to Consultant and by mutual agreement between the parties, Consultant 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 Consultant 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 Production House will provide up to 30 hours of video shooting, production, and editing toward the completion of the above scope of work for a lump sum fee not to exceed Two Thousand Twenty Five Dollars ($2,025.00). Consultant shall submit an invoice to the Department upon the completion of the Services described in Article 1. The invoice shall be sent to: Julie Ramey, City of Bloomington, 401 N. Morton St., Suite 250, Bloomington, Indiana 47404. Invoices may be sent via first class mail postage prepaid or via email. Payment will be remitted to Consultant 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. If the project requires fewer than 30 hours of work, the work will be billed at an hourly rate of $75.
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 Consultant shall perform the Services according to the following schedule. The Production House will capture high-quality video footage of Bloomington Parks and Recreation programs and participants, facilities, and properties for use in the development of an online video to be created for the Gold Medal Award presented by the National Park and Recreation Association.
BPR will own all raw video footage as well as reproduction rights to the Gold Medal video. Listed below are the components of work by The Production House:

A. Acquire video footage – The Production House will gather high-quality digital video footage of people, programs, and properties as directed by BPR.
B. Produce and edit video - The Production House will create a Gold Medal video per BPR deadlines, and specifications as to content and length. The video may include graphic elements, royalty-free music, and typography.
C. Deliverable - The Production House will provide the completed video in an mp4 format that is suitable for upload to a Web site and is of sufficient quality to represent BPR's application for a major national award. BPR will hold full rights to the use and reproduction of the Gold Medal video and any other video projects that are developed in the course of this agreement.

Acquisition of raw video footage to occur upon contract approval; five-minute Gold Medal video to be completed for award submission by June 1, 2018. 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 Consultant. Consultant shall terminate or suspend performance of the Services on a schedule acceptable to the Department and the Department shall pay the Consultant 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 Consultant'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 Consultant in connection with this Agreement shall become the property of the Department, as set forth in Article 9 herein.
Article 8. Identity of the Consultant Consultant acknowledges that one of the primary reasons for its selection by the Department to perform the Services is the qualifications and experience of Consultant. Consultant thus agrees that the Services to be performed pursuant to this Agreement shall be performed by Consultant. Consultant 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 Consultant's personnel or proposed outside professional sub-consultants, 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 Consultant and furnished to the Department as part of the Services shall become the property of the Department. Consultant 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 Consultant.

Article 10. Independent Contractor Status During the entire term of this Agreement, Consultant 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. Consultant 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 Consultant 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 Consultant 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, Consultant shall maintain the following insurance in full force and effect: a) General Liability Insurance, with a minimum combined single limit of $1,000,000 for each occurrence and $2,000,000 in the aggregate; b) Automobile Liability Insurance, with a minimum combined single limit of $1,000,000 for each person and $1,000,000 for each accident; c) Workers' Compensation Insurance in accordance with the statutory requirements of Title 22 of the Indiana Code; and d) Professional Liability Insurance ("Errors and Omissions Insurance") with a minimum limit of $2,000,000 annual aggregate. 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 General Liability, Automobile, 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. Consultant shall provide evidence of each insurance policy to the Department prior to the commencement of work under this Agreement.

Article 13. Conflict of Interest Consultant 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. Consultant 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 Consultant 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 Consultant 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, Consultant 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, Consultant 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 Consultant 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). Consultant shall sign an affidavit, attached as Exhibit A, affirming that Consultant does not knowingly employ an unauthorized alien. Consultant shall require any subcontractors performing work under this contract to certify to the Consultant 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. Consultant 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: Julie Ramey, 401 N. Morton St. Ste. 250, Bloomington, IN 47404. Consultant: The Production House.** Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of the Department and Consultant.

Article 23. Integration and Modification This Agreement, including all Exhibits incorporated by reference, represents the entire and integrated agreement between the Department and the Consultant. 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 Consultant is required to certify that it has not, nor has any other member, representative, or agent of Consultant, 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. Consultant shall sign an affidavit, attached hereto as Exhibit B, affirming that Consultant has not engaged in any collusive conduct. Exhibit B is attached hereto and incorporated by reference as though fully set forth.

CITY OF BLOOMINGTON

_____
Philippa M. Guthrie, Corporation Counsel

THE PRODUCTION HOUSE

_____
Wes Lasher

CITY OF BLOOMINGTON PARKS AND RECREATION

_____
Paula McDevitt, Director

_____
Leslie J. Coyne, President, Board of Park Commissioners

EXHIBIT A
E-VERIFY AFFIDAVIT

STATE OF INDIANA)
)SS:
COUNTY OF _____)

AFFIDAVIT

The undersigned, being duly sworn, hereby affirms and says that:

1. The undersigned is the _____of _____.
(job title) (company name)
2. The company named herein that employs the undersigned:
   i. has contracted with or seeking to contract with the City of Bloomington to provide services; **OR**
   ii. is a subcontractor on a contract to provide services to the City of Bloomington.
3. The undersigned hereby states that, to the best of his/her knowledge and belief, the company named herein does not knowingly employ an "unauthorized alien," as defined at 8 United States Code 1324a(h)(3).
4. The undersigned herby states that, to the best of his/her belief, the company named herein is enrolled in and participates in the E-verify program.

_____
Signature

_____
Printed Name

STATE OF INDIANA)
)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 _____, 2017.

_____ My Commission Expires: _____
Notary Public's Signature

_____ County of Residence: _____
Printed Name of Notary Public

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 _____, 2017.

The Production House

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 _____, 2017.

_____ My Commission Expires: _____
Notary Public's Signature

_____ County of Residence: _____
Printed Name of Notary Public

CITY OF BLOOMINGTON
parks and recreation

STAFF REPORT

Agenda Item: C-5
Date: 10/24/2017

Administrator
Review\Approval
PM

TO: Administrator
FROM: Dee Tuttle, Sports Facility/Programs Manager
DATE: October 24, 2017
SUBJECT: **REVIEW/APPROVAL OF PARTNERSHIP AGREEMENT WITH BLOOMINGTON BLADES YOUTH HOCKEY ASSOCIATION**

Recommendation

Staff recommends approval of this agreement.

Background

The Bloomington Blades Youth Hockey Association's travel program is designed for the more serious hockey player between the ages of 7 and 12 years old. The association schedules approximately 72 hours of practice time a season at the arena and will play a minimum of 42 home games. They also play away games. The program is open to all Blades/ House players.

RESPECTFULLY SUBMITTED,

Dee Tuttle
Sports Facility/Programs Manager

CITY OF BLOOMINGTON PARKS AND RECREATION DEPARTMENT

COOPERATIVE SERVICE AGREEMENT
PROGRAM PARTNERSHIP

Partner(s):

This Agreement is made and entered into this _____ day of October, 2017 by and between the Bloomington Parks and Recreation Department ("BPRD") and Bloomington Blades Youth Hockey Association ("BBYHA").

WHEREAS, there is an apparent need for a competitive youth hockey program in Bloomington; and

WHEREAS, BPRD, who will be renting out space, and BBYHA, who will provide programming, desire to cooperate in the provision of a competitive youth hockey program; and

WHEREAS, BBYHA is qualified to perform such services for BPRD; and

WHEREAS, BPRD is authorized to plan and develop partnerships and contractual arrangements with community organizations to ensure delivery of services.

NOW THEREFORE, the partners do mutually agree as follows:

1.0 Purpose of Agreement:

The purpose of this Agreement is to outline a program partnership which will provide a competitive youth hockey program for the Bloomington community by combining available resources from each partner to the Agreement.

2.0 Duration of Agreement:

The duration of this Agreement is from October 24, 2017 through March 1, 2018, unless terminated by the BPRD for failure of BBYHA to comply with the terms of this Agreement.

3.0 Bloomington Parks & Recreation:

3.1 The goal of BPRD is to provide an opportunity for the Bloomington community to participate in a diverse competitive youth hockey program, not otherwise available, which will be designed to develop skills and provide competition.

3.2 BPRD agrees to:

3.2.1. Allow BBYHA to schedule access to the ice at the Frank Southern Ice Center ("Center") on specified dates and times set at the beginning of the season.

3.2.2. Provide ice management, including grooming, resurfacing and edging. Zamboni runs are inclusive to ice time rental charges when done inside blocks of rental time.

3.2.3. Provide facility maintenance, including trash pick-up and removal, cleaning, deodorizing, maintaining and stocking restrooms, and upkeep of buildings and common areas at the Center.

3.2.4. Provide arena and parking lot lighting, including the cost of maintenance and operating of the Center's lighting systems, parking lots and buildings.

3.2.5. Provide game equipment, including use and maintenance of the scoreboard and the public announcement system.

3.2.6. Provide an Information Hotline for Center closure, rescheduling and upcoming events. The Hotline phone number shall be (812) 349-3741.

3.2.7. Provide a Facility Supervisor to open and close the Center and to assist with Center-related matters.

3.2.8 Provide maintenance staff to maintain and prepare the Center on daily bases. Provide additional support staff as needed to repair facility amenities, and other tasks and services.

3.2.9. Provide a Facility Manager to act as a liaison, consultant and contact person between BPRD and BBYHA.

3.2.10. Provide program publicity by publishing information provided by BBYHA in the seasonal program newsletter.

3.2.11. Provide twenty-four hour turn around response to citizens' concerns.

3.2.12 Require at least one (1) coach of each house team to earn a coaching certification. USA Hockey certification and/or NYSCA certification are acceptable certifications.

3.2.13 Meet with BBYHA board members or officers to ensure delivery of quality service as needed.

3.2.14 Review this Agreement annually.

4.0 Bloomington Blades Youth Hockey Association (BBYHA):

4.1 The goals of BBYHA are to (1) offer a competitive travel youth hockey program not otherwise available, (2) introduce the association to the public, (3) increase BBYHA membership and (4) provide programming for children of BBYHA members.

4.2 BBYHA agrees to:

4.2.1. Allow a BPRD representative to serve as a consultant at BBYHA board meetings.

4.2.2. Honor scheduled ice rental time that is negotiated and agreed upon at the beginning of the season. Cancellation of ice time must be 14 days in advance for a no charge cancellation.

4.2.4. Collect and pay monthly ice rental time fees as specified in the following rates:

Prime Time	$195.00 per hour
Non-Prime	$175.00 per hour

Pay the agreed amount of charges within thirty (30) days of billing by BPRD. Failure to pay rental fees by the date specified will result in a late charge of 10% for each portion late. Additionally, late payments will be considered a breach of this Agreement with possible scheduled ice time sold to other groups. Bills shall not be sent more frequently than once per month.

4.2.5. List BPRD on all publicity and promotional materials developed by BYHA as a "partner" or "in partnership with." A copy of any promotional materials shall be submitted to BPRD for duplication. BBYHA agrees to distribute promotional pieces.

4.2.6. Have at least one (1) coach of each team complete the USA Hockey or National Youth Sports Coaches Association certification program.

4.2.7. Develop clear coaching guidelines for all levels and all types of play.

4.2.8. Manage and administer rental equipment to participants who want to pay for such services.

4.3 Any citizen concerns, reports or problems regarding the Center, improvements to the facility, services provided by staff or other issues shall be referred to BPRD on the designated form within twenty-four (24) hours of observation. The designated form will be provided to BBYHA at the beginning of the season.

5.0 Terms Mutually Agreed to By All Partners To This Agreement:

5.1 The intent of this Agreement is to document a mutually beneficial partnership between BPRD and BBYHA.

5.2 The staff and personnel involved in this Agreement will at all times represent all partners to this Agreement in a professional manner, and reflect the commitment of all partners to quality services and customer satisfaction.

5.3 BBYHA will provide BPRD with a certificate of insurance naming BPRD as an additional insured. BBYHA's insurance policy will provide coverage in the amount of one million dollars ($1,000,000.00) per occurrence and two million dollars ($2,000,000.00) in the aggregate.

5.4 The commitment of personnel, facilities, supplies, materials and payments will be honored according to the timetable agreed upon by all partners. Said timetable will be established at the beginning of the season.

5.5 BBYHA is recognized as having the experience necessary to run the hockey program safely and effectively. BPRD shall have the right to review risk management, agreement terms, coaching, player behavior and service quality issues. All participants at the Center are subject to behavioral guidelines as outlined in BPRD Administration Policy 2050 and Program Policy 11080. Disruptive behavior may be reviewed by BPRD personnel adhering to these aforementioned policies.

5.6 BBYHA shall be allowed to exclusively deal with curriculum, learning objectives, teaching techniques, league play and travel play.

5.7 The location of the program shall be provided for the above specified rental fees by the BPRD at the Center.

5.8 Pursuant to Ind. Code 22-5-1.7-11(a), which was adopted on July 1, 2011, BPRD and BBYHA shall enroll in and verify the work eligibility status of all newly hired employees through the E-Verify program. BBYHA is not required to continue this verification if the E-Verify program no longer exists. BBYHA shall sign an affidavit affirming that it does not currently knowingly employ an unauthorized alien. The affidavit is attached to and incorporated into this Agreement as *Exhibit A*.

5.9 The possession of alcoholic beverages, drugs and other illegal controlled substances is strictly prohibited in any park or park facility. Pursuant to Bloomington Municipal Code 14.20.020, the discharge of a firearm is strictly prohibited within the City's jurisdiction. Amplified music, or the promotion or sale of any article is expressly prohibited without a Special Use Permit.

5.10 Pursuant to Indiana Code 35-47-11.1-2 and 3, the City is prohibited from enforcing its former policy on firearms in public parks and city facilities as of July 1, 2011. However, per Indiana Code 35-47-11.1-4(10), a person or organization who rents space in a Parks facility may develop and implement, at its own discretion, rules of conduct or admission regarding the possession, carrying, and storage of firearms, upon which attendance at and participation in its activities is conditioned. If a person or organization who rents space in a Parks facility develops such a policy for its activities, it will be responsible for implementation and enforcement of such a policy, and it shall provide a copy of the policy to the City which shall be attached to this Agreement as *Exhibit B*.

5.11 The BBYHA, the City of Bloomington and its Parks and Recreation Department do hereby mutually agree to release, indemnify and hold harmless each other, and their employees, officers and agents from any and all claims or causes of action that may arise from their reckless, negligent or intentional acts or failure to act in performance of this Agreement. This includes claims of personal injury, property damage, and/or any other type of claim which may arise from these activities, whether such claims may be brought by the parties or any third party, even if arising from the negligence of releasees. Each party shall agree to accept the full responsibility for its own negligence and actions.

5.12 BPRD and BBYHA agree that House Hockey is operated solely by the BPRD, and is in no way affiliated with or operated by the BBYHA, and that all contributions to or

participation in House Hockey by any officers, members, coaches or volunteers of the BBYHA are purely on a individual and volunteer basis.

6.0 Notice and Agreement Representatives:

6.1 Notice regarding any significant concerns and/or breaches of this Agreement shall be given to the following contacts:

BBYHA	BPRD
John Hill, President	Dee Tuttle
906-370-5214	812-349-3762

6.2 Agreement representatives for the day-to-day operations and implementation of this Agreement shall be:

BBYHA	BPRD
John Hill, President	Dee Tuttle
906-370-5214	812-349-3762

Signed and Agreed to this _____ day of October, 2017.

CITY OF BLOOMINGTON:

_____
Philippa M. Guthrie, Corporation Counsel

_____
Paula McDevitt, Director
Parks and Recreation Department

_____
Les Coyne, President
Board of Parks Commissioners

Bloomington Blades Youth Hockey Association

_____
John Hill, BBYHA President

EXHIBIT A

STATE OF INDIANA)
)
COUNTY OF MONROE)

AFFIDAVIT

The undersigned, being duly sworn, hereby affirms and says that:

1. The undersigned is the _____ of Bloomington Blades Youth Hockey Association

2. Bloomington Blades Youth Hockey Association has contracted with the City of Bloomington to provide services;

3. Bloomington Blades Youth Hockey Association is enrolled in and participates in the State of Indiana E-Verify program.

4. The undersigned is authorized by Bloomington Blades Youth Hockey Association, to sign affidavits on its behalf.

5. The undersigned states that, to the best of his/her knowledge and belief, Bloomington Blades Youth Hockey Association, does not knowingly employ an "unauthorized alien," as defined at 8 U.S.C. §1324a. (h)(3), and participates in E-verify to check the eligibility status of all its newly hired employees, and requires the same from its sub-contractors who work under this Agreement.

_____ _____
Signature Date

_____
John Hill, President, Bloomington Blades Youth Hockey Association

STATE OF INDIANA)
)
COUNTY OF MONROE)

Before me, a Notary Public in and for said County and State, personally appeared _____ and acknowledged the execution of the foregoing this ___ day of _____, 2017.

_____
Notary Public

_____
Printed name

Residing in _____ County

My Commission Expires:_____

CITY OF BLOOMINGTON
parks and recreation

STAFF REPORT

Agenda Item: C-6
Date: 10/24/2017

Administrator
Review\Approval
PM

TO: Administrator
FROM: Dee Tuttle, Sports Facility/Programs Manager
DATE: October 24, 2017
SUBJECT: **REVIEW/APPROVAL OF PARTNERSHIP AGREEMENT WITH BLOOMINGTON BLADES HIGH SCHOOL HOCKEY PROGRAM**

Recommendation

Staff recommends approval of this agreement.

Background

The Bloomington Blades High School Hockey program competes against other team's around the state. They practice four days a week for twenty weeks at the FSC. They also will play 8 home games. Membership is open to all Bloomington community players and surrounding areas.

RESPECTFULLY SUBMITTED,

Dee Tuttle
Sports Facility/Programs Manager

CITY OF BLOOMINGTON PARKS AND RECREATION DEPARTMENT

COOPERATIVE SERVICE and RENTAL AGREEMENT
PROGRAM PARTNERSHIP

Partner(s):

This Agreement is made and entered into this ____ day of October, 2017 by and between the City of Bloomington Parks and Recreation Department ("BPRD") and Bloomington Blades High School Hockey ("BBHSH").

WHEREAS, there is an apparent need for high school hockey in Bloomington; and

WHEREAS, BPRD, who will be renting out space, and BBHSH, who will provide programming, desire to cooperate in the provision of a high school hockey program; and

WHEREAS, Blades is qualified to perform such services for BPRD; and

WHEREAS, BPRD is authorized to plan and develop partnerships and contractual arrangements with community organizations to ensure delivery of services.

NOW THEREFORE, the partners do mutually agree as follows:

1.0 Purpose of Agreement:

The purpose of this Agreement is to outline a program partnership which will provide an effective high school hockey program for the Bloomington community by combining available resources from each partner to the Agreement.

2.0 Duration of Agreement:

This Agreement will be in effect from October 24, 2017 through March 1, 2018, unless terminated by the BPRD for failure of BBHSH to comply with the terms of this Agreement.

3.0 Bloomington Parks & Recreation:

3.1 The goal of BPRD is to provide an opportunity for the Bloomington community to participate in a diverse high school hockey program, not otherwise available, which will be designed to develop skills and provide competition.

3.2 BPRD agrees to:

3.2.1. Allow BBHSH to schedule access to the ice at the Frank Southern Ice Center ("Center") on specified dates and times set at the beginning of the season. Prime time is defined as Monday through Sunday from 8 a.m.

11 p.m. and non-prime time is defined as Monday through Sunday from 11 p.m. to 8 a.m.

3.2.2. Provide ice management, including grooming, resurfacing and edging. Ice resurface runs are inclusive to ice time rental charges when done inside blocks of rental time.

3.2.3 Provide facility maintenance, including trash pick-up and removal, cleaning, deodorizing, maintaining and stocking restrooms, and upkeep of buildings and common areas at the Center.

3.2.4. Provide arena and parking lot lighting, including the cost of maintenance and operations of the Center's lighting systems for arena, parking lots and buildings.

3.2.5. Provide game equipment, including use and maintenance of the scoreboard and the public announcement system.

3.2.6. Provide an Information Hotline for Center closure, rescheduling and upcoming events. The Hotline phone number shall be (812) 349-3741.

3.2.7. Provide a Facility Supervisor to open and close the arena and to assist with arena related matters.

3.2.8 Provide maintenance staff who shall be assigned to maintain and prepare the facility on a daily basis. Provide additional maintenance support staff as needed to perform other repairs, tasks, and services.

3.2.9. Provide a Facility Manager to act as a liaison, consultant and contact person between BBHSH and BPRD.

3.2.10. Provide program publicity by publishing information provided by BBHSH in the seasonal program newsletter.

3.2.11. Twenty-Four hour turn around response to citizens' concerns.

4.0 Bloomington Blades High School Hockey:

4.1 The goals of BBHSH are to (1) offer a high school hockey program not otherwise available, (2) introduce the association to the public, (3) increase participation in BBHSH and (4) be a competitive organization in high school hockey.

4.2 BBHSH agrees to:

4.2.1. Allow a BPRD representative to serve as a consultant at BBHSH board meetings.

4.2.2. Honor scheduled ice time that is negotiated and agreed upon at the beginning of the season. Cancellation of ice time must be 14 days in advance for a no charge cancellation.

4.2.3 At least one coach must have a current USA Hockey certification.

4.2.4 Collect and pay monthly ice rental time fees as specified in the following rates:

Prime Time	$195.00 per hour
Non-Prime	$175.00 per hour

Pay the agreed amount of charges within thirty (30) days of billing by BPRD. Failure to pay rental fees by the date specified will result in a late charge of 10% for each portion late. Additionally, late payments will be considered a breach of this Agreement with possible scheduled ice time sold to other groups. Bills shall not be sent more frequently than once per month.

4.2.5. List BPRD on all publicity and promotional materials developed by BBHSH as a "partner" or "in partnership with." A copy of any promotional materials shall be submitted to BPRD for duplication. BBHSH agrees to distribute promotional pieces.

4.3 Any citizen concerns, reports or problems regarding the Center, improvements to the facility, services provided by staff or other issues shall be referred to BPRD on the designated form within twenty-four (24) hours of observation. The designated form will be provided to BBHSH at the beginning of the season.

5.0 Terms Mutually Agreed to By All Partners To This Agreement:

5.1 The intent of this Agreement is to document a mutually beneficial partnership between BPRD and BBHSH.

5.2 The staff and personnel involved in this Agreement will at all times represent all partners to this Agreement in a professional manner, and reflect the commitment of all partners to quality services and customer satisfaction.

5.3 BBHSH will provide BPRD with a certificate of insurance naming BPRD as an additional insured. BBHSH' insurance policy will provide coverage in the amount of one million dollars ($1,000,000.00) per occurrence and two million dollars ($2,000,000.00) in the aggregate.

5.4 The commitment of personnel, facilities, supplies and materials and payments will be honored according to the timetable agreed upon by both partners. This timetable will be established at the beginning of the season.

5.5 BBHSH is recognized as having the experience necessary to run the hockey program safely and effectively. BPRD shall have the right to review risk management, agreement terms, coaching, player behavior and service quality issues. All participants at the Center are subject to behavioral guidelines as outlined in Parks Administration Policy 2050 and Program Policy 11080. Disruptive behavior may be reviewed by BPRD personnel adhering to these aforementioned policies.

5.6 BBHSH shall be allowed to exclusively deal with curriculum, learning objectives, teaching techniques, league play and travel play.

5.7 The location of the program shall be provided for the above specified rental fees by BPRD at the Center.

5.8 Pursuant to Ind. Code 22-5-1.7-11(a), which was adopted on July 1, 2011, BPRD and BBHSH shall enroll in and verify the work eligibility status of all newly hired employees through the E-Verify program. BBHSH is not required to continue this verification if the E-Verify program no longer exists. BBHSH shall sign an affidavit affirming that it does not currently knowingly employ an unauthorized alien. The affidavit is attached to and incorporated into this Agreement as *Exhibit A*.

5.9 The possession of alcoholic beverages, drugs and other illegal controlled substances is strictly prohibited in any park or park facility. Pursuant to Bloomington Municipal Code 14.20.020, the discharge of a firearm is strictly prohibited within the City's jurisdiction. Amplified music, or the promotion or sale of any article is expressly prohibited without a Special Use Permit.

5.10 Pursuant to Indiana Code 35-47-11.1-2 and 3, the City is prohibited from enforcing its former policy on firearms in public parks and city facilities as of July 1, 2011. However, per Indiana Code 35-47-11.1-4(10), a person or organization who rents space in a Parks facility may develop and implement, at its own discretion, rules of conduct or admission regarding the possession, carrying, and storage of firearms, upon which attendance at and participation in its activities is conditioned. If a person or organization who rents space in a Parks facility develops such a policy for its activities, it will be responsible for implementation and enforcement of such a policy, and it shall provide a copy of the policy to the City which shall be attached to this Agreement as *Exhibit B*.

6.0 Notice and Agreement Representatives:

6.1 Notice regarding any significant concerns and/or breaches of this Agreement shall be given to the following contacts:

BBHSH	Parks & Recreation
Allan Strieb	Dee Tuttle

812-219-6431 812-349-3762

6.2 Agreement representatives for the day-to-day operations and implementation of this Agreement shall be:

BBHSH	BPRD and Recreation
Allan Strieb	Dee Tuttle
812-219-6431	812-349-3762

Signed and Agreed to this 24th day of October, 2017.

CITY OF BLOOMINGTON:

_____ _____

Paula McDevitt, Director
Parks and Recreation Department

Les Coyne, President
Board of Parks Commissioners

_____

Philippa M. Guthrie, Corporation Counsel

For Bloomington Blades High School Hockey:

_____

Allan Strieb

EXHIBIT A:

STATE OF INDIANA)
)
COUNTY OF MONROE)

AFFIDAVIT

The undersigned, being duly sworn, hereby affirms and says that:

1. The undersigned is the _____ of Bloomington Blades High School Hockey

2. Bloomington Blades High School Hockey has contracted with the City of Bloomington to provide services;

3. Bloomington Blades High School Hockey is enrolled in and participates in the State of Indiana E-Verify program.

4. The undersigned is authorized by Bloomington Blades High School Hockey, to sign affidavits on its behalf.

5. The undersigned states that, to the best of his/her knowledge and belief, Bloomington Blades High School Hockey, does not knowingly employ an "unauthorized alien," as defined at 8 U.S.C. §1324a. (h)(3), and participates in E-verify to check the eligibility status of all its newly hired employees, and requires the same from its sub-contractors who work under this Agreement.

_____ _____
Signature Date

_____
Michelle Hamric, Bloomington Blades High School Hockey President

STATE OF INDIANA)
)
COUNTY OF MONROE)

Before me, a Notary Public in and for said County and State, personally appeared _____ and acknowledged the execution of the foregoing this ___ day of _____, 2017.

_____
Notary Public

_____
Printed name

Residing in _____ County

My Commission Expires:_____

CITY OF BLOOMINGTON
parks and recreation

STAFF REPORT

Agenda Item: C-7
Date: 10/24/2017

Administrator
Review\Approval
PM

TO: Administrator
FROM: Dee Tuttle, Sports Facility/Programs Manager
DATE: October 24, 2017
SUBJECT: **REVIEW/APPROVAL OF PARTNERSHIP AGREEMENT WITH BLOOMINGTON FIGURE SKATING CLUB**

Recommendation

Staff recommends approval of this agreement.

Background

The Bloomington Figure Skating Club provides opportunities for the Bloomington community to participate in a diverse figure skating program for individuals interested in enhancing his/ her skills in the sport. It also provides development of figure skaters beyond the initial levels of figure skating taught in classes by BPRD.

The Bloomington Figure skating Club promotes the growth of figure skating as a healthy, beneficial and excellent recreational activity for youth of the Bloomington Community.

RESPECTFULLY SUBMITTED,

Dee Tuttle
Sports Facility/Programs Manager

CITY OF BLOOMINGTON PARKS AND RECREATION DEPARTMENT

COOPERATIVE SERVICE and RENTAL AGREEMENT
PROGRAM PARTNERSHIP

Partner(s):

This Agreement is made and entered into this _____ day of October, 2017 by and between the Bloomington Parks and Recreation Department ("BPRD") and the Bloomington Figure Skating Club ("BFSC").

WHEREAS, there is an apparent need for a figure skating program in Bloomington; and

WHEREAS, BPRD, who will be renting out space, and BFSC, who will provide programming, desire to cooperate in the provision of a figure skating program for the general public; and

WHEREAS, BPRD is authorized to plan and develop partnerships and contractual arrangements with other community organizations to ensure delivery of services; and

WHEREAS, services provided by each partner will reflect on the other in the Agreement requiring clear communication and an outline of expectations.

NOW, THEREFORE, the partners do mutually agree as follows:

1.0 Purpose of Agreement:

The purpose of this Agreement is to outline a program partnership which will provide an affordable and effective figure skating club for the Bloomington community by combining available resources from each partner to the Agreement.

2.0 Duration of Agreement:

This Agreement is in effect from October 24, 2017 to March 10, 2018, unless terminated by the BPRD for failure of BFSC to comply with the terms of this Agreement.

3.0 Bloomington Parks and Recreation:

3.1 The goal of BPRD is to provide an opportunity for the Bloomington community to participate in a diverse figure skating program, not otherwise available, designed to introduce beginner participants to the sport, as well as for skill advancement.

3.2 BPRD agrees to:

3.2.1 Allow BFSC to schedule access to the ice at the Frank Southern Ice Center

("Center") on specified dates and times set at the beginning of the season. Prime Time is defined as Monday through Sunday 8:00am to 11:00pm. Non prime time is defined as Monday through Sunday 11pm to 8am

3.2.2 Provide ice management, including grooming, resurfacing and edging. Ice resurface runs are inclusive to ice time rental charges when done inside blocks of rental time.

3.2.3 Provide facility maintenance, including trash pick-up and removal, cleaning, deodorizing, maintaining and stocking restrooms, and upkeep of buildings and common areas at the Center.

3.2.4 Provide arena and parking lot lighting, including the cost of maintenance and operations of the Center's lighting systems for arena, parking lots and buildings.

3.2.5 Provide and maintain reasonable necessary equipment, including a public address and music sound system.

3.2.6 Provide an information Hotline for arena closure or reschedule and BFSC information. The Hotline phone number shall be (812) 349-3741.

3.2.7 Provide a Facility Supervisor to open and close the Center and to assist with Center-related matters.

3.2.8 Provide maintenance staff who shall be assigned to maintain and prepare the facility on a daily basis. Provide additional maintenance support staff as needed to perform other repairs, tasks, and services.

3.2.9 Provide a Facility Manager to act as a liaison, consultant and contact person between BFSC and BPRD.

3.2.10 Provide BPRD classes for the public, including learning to skate at various levels. BPRD classes shall be taught by BPRD instructors under the supervision and coordination of the Skating School Director.

3.2.11 Communicate with and ask for input from the BFSC head coach on all matters relating to the figure skating club. In addition, make good faith efforts in networking/connecting Skating School and BFSC.

3.2.12 Maintain a membership in good standing with the Ice Skating Institute ("ISI") and provide copies of all communication from ISI to BFSC.

3.2.13 Provide two (2) hours of ice time at no charge for a Holiday Ice Show to

encourage the public to participate in figure skating, to provide a showcase for members of BFSC to exhibit their skills and improvements, and to raise funds for BFSC.

3.2.14 Provide BFSC with input when searching for/screening/hiring/evaluating a BFSC Club Professional.

3.2.15 Provide program publicity by publishing information provided by the BFSC in the BPRD seasonal program newsletter.

3.2.16 Twenty-Four hour turn around response to citizens' concerns.

3.2.17 Provide space for the BFSC's bulletin board and trophies in the trophy case.

4.0 BFSC:

4.1 The goals of BFSC are to offer a figure skating program not otherwise available, introduce its association to the public and provide programming for BFSC members.

4.2 BFSC agrees to:

4.2.1 Allow a BPRD representative to serve as consultant at BFSC board meetings.

4.2.2 Allow only qualified individuals to participate in coaching at BFSC.

4.2.3 Pay the agreed amount of charges for ice rental time within thirty (30) days of billing by BPRD. Failure to pay rental fees by the date specified will result in a late charge of 10% for each portion late. Additionally, late rental payments will be considered a breach of this Agreement with possible scheduled ice time sold to other groups. The rates are as follows: $195 per hour Prime Time, $175 per hour Non-Prime Time. Bills shall not be sent more frequently than once a month.

4.2.4 List BPRD on all publicity and promotional materials developed by BFSC as a "partner" or "in partnership with." A copy of any promotional materials should be submitted to BPRD for duplication. BFSC agrees to distribute promotional pieces.

4.2.5 Publish a directory with clear information on parental roles and skater behavior codes.

4.2.6 Provide a figure skating club to allow development of figure skaters beyond the initial levels of figure skating taught in classes by BPRD.

4.2.7 Provide a production/group skating program and coach for BFSC skaters.

4.2.8 Promote the growth of figure skating as a healthy, beneficial and excellent recreational program for youth of the Bloomington community.

4.2.9 Produce and direct the Holiday Ice Show.

4.2.10 Honor scheduled ice rental time that is negotiated and agreed upon at the beginning of the season. Cancellation of ice time must be 14 days in advance for a no charge cancellation.

4.2.11 Provide BPRD with a certificate of insurance naming BPRD as an additional insured. BFSC's insurance policy will provide coverage in the amount of one million dollars ($1,000,000.00) per occurrence and two million dollars ($2,000,000.00) in the aggregate.

4.3 Any citizen concerns, reports or problems regarding the Center, improvements to the facility, services provided by staff or other issues will be referred to BPRD on the designated form within twenty-four (24) hours of observation.

5.0 Terms Mutually Agreed on by all Partners:

5.1 The intent of this Agreement is to document a mutually beneficial partnership between BFSC and BPRD.

5.2 The staff and personnel involved in this Agreement will at all times represent all partners to this Agreement in a professional manner, and reflect the commitment of all partners to quality services and customer satisfaction.

5.3 BFSC is recognized as having the experience to operate the figure skating club program.

5.3.1 BPRD shall have the right to review risk management, coaching, skater behavior and service quality issues. All participants at BFSC are subject to behavioral guidelines as outlined in BPRD Administrative Policy 2050 and Program Policy 11080. Disruptive behavior may be reviewed by BPRD personnel following these policies.

5.3.2 BFSC shall be allowed to exclusively deal with curriculum, learning objectives, teaching techniques and skating activities of BFSC activities.

5.3.3 BPRD shall be provided copies of all BFSC documents, curriculum,

learning objectives, teaching techniques and skating activities when requested.

5.3.4 Pursuant to Ind. Code 22-5-1.7-11(a), which was adopted on July 1, 2011, BPRD and Blades shall enroll in and verify the work eligibility status of all newly hired employees through the E-Verify program. Blades is not required to continue this verification if the E-Verify program no longer exists. Blades shall sign an affidavit affirming that it does not currently knowingly employ an unauthorized alien. The affidavit is attached to and incorporated into this Agreement as *Exhibit A*.

5.3.5 The possession of alcoholic beverages, drugs and other illegal controlled substances is strictly prohibited in any park or park facility. Pursuant to Bloomington Municipal Code 14.20.020, the discharge of a firearm is strictly prohibited within the City's jurisdiction. Amplified music, or the promotion or sale of any article is expressly prohibited without a Special Use Permit.

5.3.6 Pursuant to Indiana Code 35-47-11.1-2 and 3, the City is prohibited from enforcing its former policy on firearms in public parks and city facilities as of July 1, 2011. However, per Indiana Code 35-47-11.1-4(10), a person or organization who rents space in a Parks facility may develop and implement, at its own discretion, rules of conduct or admission regarding the possession, carrying, and storage of firearms, upon which attendance at and participation in its activities is conditioned. If a person or organization who rents space in a Parks facility develops such a policy for its activities, it will be responsible for implementation and enforcement of such a policy, and it shall provide a copy of the policy to the City which shall be attached to this Agreement as *Exhibit B*.

6.0 Notice and Agreement Representatives:

6.1 Notice regarding any significant concerns and/or breaches of this Agreement shall be given to those contacts as follows:

BFSC	**BPRD**
Janet Carminati	Dee Tuttle
(812) 327-2963	(812) 349-3762 Office

6.2 Agreement representative for the day-to-day operations and implementations of this Agreement shall be:

BFSC	**BPRD**
Janet Carminati	Dee Tuttle
(812) 327-2963	(812) 349-3762 Office

Signed and agreed this ____ day of October, 2017.

CITY OF BLOOMINGTON:

_____	_____
Paula McDevitt, Director Parks and Recreation Department	Les Coyne, President Board of Parks Commissioners

_____
Philippa M. Guthrie, Corporation Counsel

Bloomington Figure Skating Club

_____
Janet Carminati , BFSC President

EXHIBIT A

STATE OF INDIANA)
)
COUNTY OF MONROE)

AFFIDAVIT

The undersigned, being duly sworn, hereby affirms and says that:

1. The undersigned is the _____ of Bloomington Figure Skating Club

2. Bloomington Blades Youth Hockey Association has contracted with the City of Bloomington to provide services;

3. Bloomington Figure Skating Club is enrolled in and participates in the State of Indiana E-Verify program.

4. The undersigned is authorized by Bloomington Figure Skating Club, to sign affidavits on its behalf.

5. The undersigned states that, to the best of his/her knowledge and belief, Bloomington Figure Skating Club, does not knowingly employ an "unauthorized alien," as defined at 8 U.S.C. §1324a. (h)(3), and participates in E-verify to check the eligibility status of all its newly hired employees, and requires the same from its sub-contractors who work under this Agreement.

_____ _____
Signature Date

_____
Janet Carminati, Bloomington Figure Skating Club President

STATE OF INDIANA)
)
COUNTY OF MONROE)

Before me, a Notary Public in and for said County and State, personally appeared _____ and acknowledged the execution of the foregoing this ___ day of _____, 2017.

_____
Notary Public

_____
Printed name

Residing in _____ County

My Commission Expires:_____

CITY OF BLOOMINGTON
parks and recreation

STAFF REPORT

Agenda Item: C-8
Date: 10/24/2017

Administrator
Review\Approval
PM

TO: Board of Park Commissioners
FROM: John Turnbull, Division Director Sports
DATE: **October 18, 2017**
SUBJECT: **Contract for Services with C & H Lawn & Landscaping**

Recommendation

Staff recommends approval of this contract for $89,986.60. Funding from Parks Bond 977-18-180000-54510 series B.

Background

This project is for a total replacement of the irrigation system at Winslow Sports Park. The current irrigation system is the original one installed in 1978. The current system has numerous problems and does not function well to preserve the grass in times of drought. This project has been on the capital replacement list for several years.

Bid packets were sent out and four bids were received. Nature's Link $132,300; Wissco Irrigation $114,780: Nature's Way $124,507: C & H Lawn & Landscaping $89,986.60. We have interviewed C & H Lawn and feel this was the most responsive and responsible bid of the four. C & H Lawn & Landscaping is local and this would be a big project for them, however we are confident in their ability to complete it per the specifications.

RESPECTFULLY SUBMITTED,

John Turnbull, Division Director Sports

AGREEMENT
BETWEEN
CITY OF BLOOMINGTON
PARKS AND RECREATION DEPARTMENT
AND
C & H LAWN AND LANDSCAPING, INC.
FOR
WINSLOW SPORTS PARK IRRIGATION

This Agreement, entered into on this _____day of _____, 2017, by and between the City of Bloomington Department of Parks and Recreation (the "Department"), and C & H Lawn & Landscaping, Inc. ("Consultant"),

WITNESSETH:

WHEREAS, the Department wishes to replace Winslow Sports Park Irrigation System; and

WHEREAS, the Department requires the services of a professional consultant in order to perform Winslow Sports Park Irrigation Replacement (the "Services" as further defined below); and

WHEREAS, it is in the public interest that such Services be undertaken and performed; and

WHEREAS, Consultant is willing and able to provide such Services to the Department.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

Article 1. <u>Scope of Services</u>
Consultant shall provide the Services as specified in Exhibit A, "Scope of Work", attached hereto and incorporated into this Agreement.

Consultant 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.

Consultant shall complete the Services required under this Agreement on or before March 31, 2018, 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 Consultant's work, Consultant agrees to maintain such coordination with the Department as may be requested and desirable, including primary coordination with John Turnbull as the Department's Project Manager. Consultant agrees that any information or documents, including digital GIS information, supplied by the Department pursuant
To Article 3, below, shall be used by Consultant for this project only, and shall not be reused or reassigned for any other purpose without the written permission of the Department.[1]

Article 2. Standard of Care
Consultant 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 Consultant's work in meeting the Standard of Care; however, the Department shall not unreasonably withhold its approval as to the adequacy of Consultant's performance. Upon notice to Consultant and by mutual agreement between the parties, Consultant 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 expeditiously as is necessary for the orderly progress of the work, and Consultant 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 Consultant for all fees and expenses in an amount not to exceed Eighty Nine Thousand Nine Hundred Eighty Six Dollars and Sixty Cents ($89,986.60). Consultant shall submit an invoice to the Department upon the completion of the Services described in Article 1. Invoices may be sent via first class mail postage prepaid or via email. Payment will be remitted to Consultant within forty-five (45) days of receipt of invoice.

The invoice shall be sent to:

JOHN TURNBULL
City of Bloomington
401 N. Morton, Suite 250
Bloomington, Indiana 47404

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
Consultant shall perform the Services by March 31, 2018.

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.

The Department may terminate or suspend performance of this Agreement at the Department's prerogative at any time upon written notice to Consultant. Consultant shall terminate or suspend performance of the Services on a schedule acceptable to the Department and the Department shall pay the Consultant 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 Consultant'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 Consultant in connection with this Agreement shall become the property of the Department, as set forth in Article 10 herein.

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Consultant acknowledges that one of the primary reasons for its selection by the Department to perform the Services is the qualifications and experience of Consultant. Consultant thus agrees that the Services to be performed pursuant to this Agreement shall be performed by Consultant. Consultant 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 Consultant's personnel or proposed outside professional sub-consultants, and the Department reserves the right to request that acceptable replacement personnel be assigned to the project.

Article 9. Opinions of Probable Cost

All opinions of probable construction cost to be provided by Consultant shall represent the best judgment of Consultant based upon the information currently available and upon Consultant's background and experience with respect to projects of this nature. It is recognized, however, that neither Consultant nor the Department has control over the cost of labor, materials or equipment, over contractors' method of determining costs for services, or over competitive bidding, market or negotiating conditions. Accordingly, Department cannot and does not warrant or represent that the proposals or construction bids received will not vary from the cost estimates provided pursuant to this Agreement.

Article 10. Reuse of Instruments of Service

All documents, including but not limited to, drawings, specifications and computer software prepared by Consultant pursuant to this Agreement are instruments of service in respect to this project. They are not intended or represented to be suitable for reuse by the Department or others on modifications or extensions of this project or on any other project. The Department may elect to reuse such documents; however any reuse or modification without prior written authorization of Consultant will be at the Department's sole risk and without liability or legal exposure to Consultant. The Department shall indemnify, defend, and hold harmless the Consultant against all judgments, losses, claims, damages, injuries and expenses arising out of or resulting from such unauthorized reuse or modification.

Article 11. Ownership of Documents and Intellectual Property

All documents, drawings and specifications, including digital format files, prepared by Consultant and furnished to the Department as part of the Services shall become the property of the Department. Consultant 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 Consultant.

Article 12. Independent Contractor Status
During the entire term of this Agreement, Consultant 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. Consultant 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 13. Indemnification
Consultant 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 Consultant or its agents or employees, or any independent contractors directly responsible to it (collectively "Claims").

Article 14. Insurance
During the performance of any and all Services under this Agreement, Consultant shall maintain the following insurance in full force and effect:

a. General Liability Insurance, with a minimum combined single limit of $1,000,000 for each occurrence and $2,000,000 in the aggregate.

b. Automobile Liability Insurance, with a minimum combined single limit of $1,000,000 for each person and $1,000,000 for each accident.

c. Professional Liability Insurance ("Errors and Omissions Insurance") with a minimum limit of $1,000,000 annual aggregate.

d. 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 General Liability, Automobile, 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.

Consultant shall provide evidence of each insurance policy to the Department prior to the commencement of work under this Agreement. Approval of the insurance by the Department shall not relieve or decrease the extent to which Consultant may be held responsible for payment of damages resulting from Consultant's provision of the Services or its operations under this Agreement. If Consultant fails or refuses to procure or maintain the insurance required by these provisions, or fails or refuses to furnish the Department's required proof that the insurance has been procured and is in force and paid for, the Department shall have the right at its election to terminate the Agreement.

Article 15. Conflict of Interest
Consultant 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. Consultant agrees that no person having any such interest shall be employed in the performance of this Agreement.

Article 16. 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 17. 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 18. Assignment
Neither the Department nor the Consultant 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 19. Third Party Rights
Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the Department and Consultant.

Article 20. 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 21. Non-Discrimination
Consultant 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 22. Compliance with Laws
In performing the Services under this Agreement, Consultant 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, Consultant 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 23. E-Verify

Consultant 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). Consultant shall sign an affidavit, attached as Exhibit B, affirming that Consultant does not knowingly employ an unauthorized alien. "Unauthorized alien" is defined at 8 U.S. Code 1324a(h)(3) as a person who is not a U.S. citizen or U.S. national and is not lawfully admitted for permanent residence or authorized to work in the U.S. under 8 U.S. Code chapter 12 or by the U.S. Attorney General.

Consultant and any subcontractors may not knowingly employ or contract with an unauthorized alien, or retain an employee or contract with a person that the Consultant or subcontractor subsequently learns is an unauthorized alien. If the City obtains information that the Consultant or subcontractor employs or retains an employee who is an unauthorized alien, the City shall notify the Consultant or subcontractor of the contract violation and require that the violation be remedied within 30 days of the date of notice. If the Consultant or subcontractor verified the work eligibility status of the employee in question through the E-Verify program, there is a rebuttable presumption that the Consultant or subcontractor did not knowingly employ an unauthorized alien. If the Consultant or subcontractor fails to remedy the violation within the 30 day period, the City shall terminate the contract, unless the City Commission or department that entered into the contract determines that terminating the contract would be detrimental to the public interest or public property, in which case the City may allow the contract to remain in effect until the City procures a new Consultant. If the City terminates the contract, the Consultant or subcontractor is liable to the City for actual damages.

Consultant shall require any subcontractors performing work under this contract to certify to the Consultant 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. Consultant shall maintain on file all subcontractors' certifications throughout the term of the contract with the City.

Article 24. Notices

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

Department:		**Consultant:**
City of Bloomington		C & H Lawn & Landscaping, Inc.
Attn: JOHN TURNBULL		Attn: Clay Holmstrom
401 N. Morton, Suite 250		4388 W. Vernal Pike
Bloomington, Indiana 47402		Bloomington, IN 47404

Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of the Department and Consultant.

Article 25. Intent to be Bound

The Department and Consultant each binds itself and its successors, executors, administrators, permitted assigns, legal representatives and, in the case of a partnership, its partners to the other party

to this Agreement, and to the successors, executors, administrators, permitted assigns, legal representatives and partners of such other party in respect to all provisions of this Agreement.

Article 26. Integration and Modification
This Agreement, including all Exhibits incorporated by reference, represents the entire and integrated agreement between the Department and the Consultant. 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 27. Non-Collusion
Consultant is required to certify that it has not, nor has any other member, representative, or agent of Consultant, 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. Consultant shall sign an affidavit, attached hereto as Exhibit C, affirming that Consultant has not engaged in any collusive conduct. Exhibit C is attached hereto and incorporated by reference as though fully set forth.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first written above.

CITY OF BLOOMINGTON

_____
Philippa M. Guthrie, Corporation Counsel

C & H Lawn & Landscaping, Inc.

_____
Clay Holmstrom, President

CITY OF BLOOMINGTON PARKS AND RECREATION

_____
Paula McDevitt, Director

_____
Leslie J. Coyne, President, Board of Park Commissioners

EXHIBIT A

"Scope of Work"

The Services shall include the following**:**

Existing irrigation is to be abandoned.
Replace entire irrigation system for six ballfields to a fully operative system.
Pull out and extract old irrigation heads from abandoned system.
Trenching excavating and backfilling of all underground materials.
Installing pipe, sprinklers, filters, valves, valve boxes, controller, and related accessories.
Installing electrical power required to operate the irrigation system.
Backfill trenches and restore grade to elevations existing before start of trenching but before settling. Owner will top dress and seed all disturbed areas.

EXHIBIT B
E-VERIFY AFFIDAVIT

STATE OF INDIANA)
)SS:
COUNTY OF _____)

AFFIDAVIT

The undersigned, being duly sworn, hereby affirms and says that:

1. The undersigned is the _____of _____.
(job title) (company name)
2. The company named herein that employs the undersigned:
   i. has contracted with or seeking to contract with the City of Bloomington to provide services; **OR**
   ii. is a subcontractor on a contract to provide services to the City of Bloomington.
3. The undersigned hereby states that, to the best of his/her knowledge and belief, the company named herein does not knowingly employ an "unauthorized alien," as defined at 8 United States Code 1324a(h)(3).
4. The undersigned herby states that, to the best of his/her belief, the company named herein is enrolled in and participates in the E-verify program.

_____
Signature
_____
Printed Name

STATE OF INDIANA)
)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 _____, 2017.

_____ My Commission Expires: _____
Notary Public's Signature

_____ County of Residence: _____
Printed Name of Notary Public

EXHIBIT C

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 _____, 2017.

C & H Lawn & Landscaping, Inc.

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 _____, 2017.

_____ My Commission Expires: _____
Notary Public's Signature

_____ County of Residence: _____
Printed Name of Notary Public

CITY OF BLOOMINGTON
parks and recreation

STAFF REPORT

Agenda Item: C-9
Date: 10/24/2017

Administrator
Review\Approval
PM

TO: Board of Park Commissioners
FROM: John Turnbull, Division Director Sports
DATE: **October 18, 2017**
SUBJECT: **Contract For Services with Overhead Door of Bloomington**

Recommendation

Staff recommends approval of this contract.

Background

The funds for this contract originate from 2016 Reversion Funds in the amount of $7,391.25 for door replacement at Frank Southern Ice Arena. 200-18-182500-4510.

These doors are located in the ice pad area. Two are garage doors and two are straight bar emergency exit doors. The four doors at Frank Southern Ice Arena were quoted and three quotes were received. Hoosier Door, Inc. quoted without the two straight bar doors as they do not want to do that work. Overhead Door was $7,391.25 and Tommy D's was $7,310.10. We originally selected Tommy D's and the Board of Park Commissioners approved a contract with them but they never signed as they did not want to go through the Affirmative Action process and other legal steps. Overhead Door is agreeable to our contract and legal steps.

All four doors are extremely old and show gaps at bottom and top thresholds.

RESPECTFULLY SUBMITTED,

John Turnbull, Division Director Sports

AGREEMENT
BETWEEN
CITY OF BLOOMINGTON
PARKS AND RECREATION DEPARTMENT
AND
OVERHEAD DOOR OF BLOOMINGTON
FOR
FRANK SOUTHERN ICE ARENA DOOR REPLACEMENT

This Agreement, entered into on this _____day of _____, 2017, by and between the City of Bloomington Department of Parks and Recreation (the "Department"), and Overhead Door of Bloomington ("Consultant"),

WITNESSETH:

WHEREAS, the Department wishes to replace two garage doors and two entry doors at Frank Southern Ice Arena; and

WHEREAS, the Department requires the services of a professional consultant in order to perform Frank Southern Ice Arena Door Replacement (the "Services" as further defined below); and

WHEREAS, it is in the public interest that such Services be undertaken and performed; and

WHEREAS, Consultant is willing and able to provide such Services to the Department.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

Article 1. <u>Scope of Services</u>
Consultant shall provide the Services as specified in Exhibit A, "Scope of Work", attached hereto and incorporated into this Agreement.

Consultant 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.

Consultant shall complete the Services required under this Agreement on or before January 1, 2018, 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 Consultant's work, Consultant agrees to maintain such coordination with the Department as may be requested and desirable, including primary coordination with John Turnbull as the Department's Project Manager. Consultant agrees that any information or documents, including digital GIS information, supplied by the Department pursuant

To Article 3, below, shall be used by Consultant for this project only, and shall not be reused or reassigned for any other purpose without the written permission of the Department.[1]

Article 2. <u>Standard of Care</u>
Consultant 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 Consultant's work in meeting the Standard of Care; however, the Department shall not unreasonably withhold its approval as to the adequacy of Consultant's performance. Upon notice to Consultant and by mutual agreement between the parties, Consultant will, without additional compensation, correct or replace any and all Services not meeting the Standard of Care.

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The Department shall provide all necessary information regarding requirements for the Services. The Department shall furnish such information as expeditiously as is necessary for the orderly progress of the work, and Consultant 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. <u>Compensation</u>
The Department shall pay Consultant for all fees and expenses in an amount not to exceed Seven Thousand Three Hundred Ninety One and Twenty Five Cents ($7,391.25). Consultant shall submit an invoice to the Department upon the completion of the Services described in Article 1. Invoices may be sent via first class mail postage prepaid or via email. Payment will be remitted to Consultant within forty-five (45) days of receipt of invoice.

The invoice shall be sent to:

JOHN TURNBULL
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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. <u>Schedule</u>
Consultant shall perform the Services by January 1, 2018.

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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.

The Department may terminate or suspend performance of this Agreement at the Department's prerogative at any time upon written notice to Consultant. Consultant shall terminate or suspend performance of the Services on a schedule acceptable to the Department and the Department shall pay the Consultant 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 Consultant'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 Consultant in connection with this Agreement shall become the property of the Department, as set forth in Article 10 herein.

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All opinions of probable construction cost to be provided by Consultant shall represent the best judgment of Consultant based upon the information currently available and upon Consultant's background and experience with respect to projects of this nature. It is recognized, however, that neither Consultant nor the Department has control over the cost of labor, materials or equipment, over contractors' method of determining costs for services, or over competitive bidding, market or negotiating conditions. Accordingly, Department cannot and does not warrant or represent that the proposals or construction bids received will not vary from the cost estimates provided pursuant to this Agreement.

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c. Professional Liability Insurance ("Errors and Omissions Insurance") with a minimum limit of $1,000,000 annual aggregate.

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

Department: **Consultant:**

City of Bloomington		Overhead Door of Bloomington
Attn: JOHN TURNBULL		Attn: Bill Weddle
401 N. Morton, Suite 250		3940 Farmer Avenue
Bloomington, Indiana 47402		Bloomington, IN 47403

Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of the Department and Consultant.

Article 25. Intent to be Bound
The Department and Consultant each binds itself and its successors, executors, administrators, permitted assigns, legal representatives and, in the case of a partnership, its partners to the other party to this Agreement, and to the successors, executors, administrators, permitted assigns, legal representatives and partners of such other party in respect to all provisions of this Agreement.

Article 26. Integration and Modification
This Agreement, including all Exhibits incorporated by reference, represents the entire and integrated agreement between the Department and the Consultant. 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 27. Non-Collusion
Consultant is required to certify that it has not, nor has any other member, representative, or agent of Consultant, 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. Consultant shall sign an affidavit, attached hereto as Exhibit C, affirming that Consultant has not engaged in any collusive conduct. Exhibit C is attached hereto and incorporated by reference as though fully set forth.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first written above.

CITY OF BLOOMINGTON **Overhead Door of Bloomington**

_____ _____
Philippa M. Guthrie, Corporation Counsel Bill Weddle, Owner

CITY OF BLOOMINGTON PARKS AND RECREATION

_____
Paula McDevitt, Director

_____
Leslie J. Coyne, President, Board of Park Commissioners

EXHIBIT A

"Scope of Work"

The Services shall include the following**:**

Demolish and dispose of existing two (2) garage doors and two (2) commercial entry doors to the ice pad.
Install two sectional R-value 17.50 manual lift sectional doors.
Install two exit only bar, 5300 Hager Closer reusing existing frame in block wall.
All labor and materials to complete the job.

EXHIBIT B
E-VERIFY AFFIDAVIT

STATE OF INDIANA)
)SS:
COUNTY OF _____)

AFFIDAVIT

The undersigned, being duly sworn, hereby affirms and says that:

1. The undersigned is the _____of _____.
(job title) (company name)
2. The company named herein that employs the undersigned:
   i. has contracted with or seeking to contract with the City of Bloomington to provide services; **OR**
   ii. is a subcontractor on a contract to provide services to the City of Bloomington.
3. The undersigned hereby states that, to the best of his/her knowledge and belief, the company named herein does not knowingly employ an "unauthorized alien," as defined at 8 United States Code 1324a(h)(3).
4. The undersigned herby states that, to the best of his/her belief, the company named herein is enrolled in and participates in the E-verify program.

_____
Signature
_____
Printed Name

STATE OF INDIANA)
)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 _____, 2017.

_____ My Commission Expires: _____
Notary Public's Signature

_____ County of Residence: _____
Printed Name of Notary Public

EXHIBIT C

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 _____, 2017.

Overhead Door of Bloomington

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 _____, 2017.

_____ My Commission Expires: _____
Notary Public's Signature

_____ County of Residence: _____
Printed Name of Notary Public

CITY OF BLOOMINGTON
parks and recreation

STAFF REPORT

Agenda Item: C-10
Date: 10/24/2017

Administrator
Review\Approval
PM

TO: Administrator
FROM: Mark Sterner, General Manager, Twin Lakes Recreation Center
DATE: **October 24, 2017**
SUBJECT: **REVIEW/APPROVAL OF PARTNERSHIP AGREEMENT BLOOMINGTON SOCCER, LLC**

Recommendation

Staff recommends approval of this agreement.

Background

Chris Doran has operated a successful and well respected youth and adult soccer program at the Twin Lakes Recreation Center (formerly the Bloomington Sportsplex) since the facility opened in 1999. These programs have included developmental programs for youth as well as recreational and competitive soccer leagues for youth and adults. The role of this partnership is to assist Chris Doran is continuing to offer these programs to the Bloomington community. This provides quality soccer programming for members of the community as well as significant field rental revenue for the Twin Lakes Recreation Center. This is the 8th year of the partnership between Bloomington Soccer, LLC and BPRD. There are no significant changes to this year's partnership agreement. Staff recommends approval.

RESPECTFULLY SUBMITTED,

_____
Mark Sterner
General Manager, Twin Lakes Recreation Center

CITY OF BLOOMINGTON
parks and recreation

COOPERATIVE SERVICE AGREEMENT
PROGRAM PARTNERSHIP

This Agreement, made and entered into this ___ day of _____, 2017, by and between the Bloomington Parks and Recreation Department (BPRD) and Chris Doran (Chris Doran), WITNESSETH:

WHEREAS, both BPRD and Chris Doran wish to provide an opportunity for the Bloomington/Monroe County community to participate in specialized recreation programs that are designed to meet the needs of youth and adults in the community and to promote health and well-being through participation in cooperative and competitive recreational soccer programs, and a partnership between BPRD and Chris Doran is in the public interest; and

WHEREAS, there is an apparent need for a recreational soccer program, and BPRD and Chris Doran desire to cooperate in the provision of soccer programs for the general public; and

WHEREAS, Chris Doran is capable to perform such services, and has a history of operating an inclusive program that serves the needs of the Bloomington community, and has a good record of cooperation with BPRD; and

WHEREAS, BPRD is authorized to plan and develop partnerships and contractual arrangements with other community organizations to ensure delivery of services; and

WHEREAS, services provided by each party will reflect on the other, so clear communication and an outline of expectations is necessary;

NOW THEREFORE, the parties do mutually agree as follows:

1. Purpose of Agreement. This agreement outlines a program partnership which will provide an affordable and effective program, designed to provide the Bloomington community developmental soccer programs and recreational soccer leagues by combining available resources from each party to the agreement.

2. Duration of Agreement. This agreement shall be in full force and effect from the date of approval of both parties until May 31, 2018 unless terminated earlier as provided herein.

3. Duties of BPRD. BPRD agrees to:

a. Allow the user group access to the Twin Lakes Recreation Center sport turf on established dates as times established between each party;

b. Allow the user group access to Twin Lakes Recreation Center sport turf specified on the dates and at the times set forth at a partnership rate of $65 per hour;

c. Parks and Recreation staff will be on site to open and close the facility and assist with facility-related matters at the Twin Lakes Recreation Center. No BPRD staff will be specifically assigned to the user group.

d. Provide the services of the General Manager as a liaison, consultant and contact person between the facilitated user group and the Bloomington Parks and Recreation Department.

e. Respond to citizen reports (see Section 4.e. below) within 24 hours of receipt.

f. BPRD shall provide for limited promotion/advertising to include space in BPRD's Fall, Winter, and Spring seasonal program guides. This shall include program descriptions, dates, times, registration information, and contact information specific to the facilitated user group.

4. Goals and Duties of Chris Doran. The goals of Chris Doran are to offer instructional and recreational soccer programs for the community at large. Chris Doran hereby agrees to:

a. Maintain close contact with the Aquatics and Sports Coordinator.

b. Agree to have all adults (18 and over) involved with the program submit to a local and state criminal history check at the cost of the user group.

c. Pay turf usage fees as specified in the above rates. Failure to pay fees by the date specified below will result in a late charge of $100 for each month late and denial of access to facilities.

Billing Period	Payment Due
September 1 – November 13	November 20, 2017
November 14 – December 11	December 18, 2017
December 12 – February 12	February 19, 2018
February 13 – April 2	April 9, 2018

d. List the Parks and Recreation Department on all publicity and promotional materials developed by user group as a "partner" or "in partnership with." A copy of any promotional materials should be submitted to the Parks and Recreation Department's Aquatics and Sports Coordinator for approval prior to distribution to the public.

e. Any citizen concerns, reports or problems regarding the facility, improvements to the facility, services provided by staff or other issues will be referred to Parks and Recreation on the designated form within 24 hours of observation. Forms are available through the BPRD's on-site staff.

f. Obtain legally binding liability waivers from all participants, which release the City of Bloomington, its Parks and Recreation Department, and its employees, officers and agents from any claims that may arise from participation in activities anticipated by this Agreement. To the extent that Chris Doran fails to secure such waivers, it shall hold BPRD and the City of Bloomington harmless from any and all such claims.

g. Name the City of Bloomington as additional insured on its general liability policies and shall provide BPRD with certificate of insurance prior to October 24, 2017.

5. Behavior. The staff and personnel involved in this agreement will at all times represent all parties to this agreement in a professional manner, and reflect the commitment of all parties to quality services and customer satisfaction.

6. BPRD Review of Chris Doran's Program. Chris Doran is recognized as having the ability to conduct soccer programs safely and effectively. BPRD shall have the right to review risk management, agreement terms, coaching, and player behavior and service quality issues.

7. Notice and Agreement Representatives.
Notice regarding any significant concerns and/or breaches of agreement shall be given to those contacts as follows:

Chris Doran
3821 Cramer Circle
Bloomington, IN 47403
(812) 320-3441

Bloomington Parks and Recreation
Mark Sterner
P.O. Box 848
Bloomington, IN 47402
(812) 349-3769

Agreement representatives for the day to day operations and implementation of this agreement shall be:

Chris Doran
Bloomington Soccer, LLC
(812) 320-3441

Mark Sterner
Youth Sports/Facilities Manager, TLRC
(812) 349-3769

8. Termination. The parties may terminate this Agreement prior to its expiration by mutual written agreement. In the event that one of the parties breaches any of its terms and conditions, the non-breaching party may terminate this Agreement by serving written notice of the breach to the other party by certified mail. The offending party shall then have ten days from the date of the notice in which to cure the breach. If the offending party fails to cure the breach within ten days, the non-breaching party may, at its option and in writing, unilaterally terminate the Agreement.

9. Insurance and Indemnity. Chris Doran shall maintain comprehensive general liability insurance, with a minimum combined single limit of $1,000,000 per occurrence and $2,000,000 in the aggregate. The policy shall name the City of Bloomington Parks and Recreation

Department as an additional insured, and Chris Doran shall provide Parks with a certificate of insurance prior to the commencement of operations under this Agreement. Chris Doran and its insurer shall notify Parks within ten (10) days of any insurance cancellation.

Each party agrees to release, hold harmless and forever indemnify the other party and its employees, officers and agents from any and all claims or causes of action that may arise from its reckless, negligent or intentional acts or failure to act in performance of this Agreement. This includes claims for personal injury, property damage, and/or any other type of claim which may arise from these activities, whether such claims may be brought by the parties or any third party.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the day and date first stated above.

Chris Doran

By: _____
Chris Doran

BLOOMINGTON PARKS AND RECREATION

By:_____
Paula McDevitt, Director

_____
Leslie J. Coyne, President
Board of Park Commissioners

_____
Philippa M. Guthrie
Corporation Counsel

CITY OF BLOOMINGTON
parks and recreation

STAFF REPORT

Agenda Item: C-11
Date: 10/24/2017

Administrator
Review\Approval
PM

TO: Board of Park Commissioners
FROM: John Turnbull, Division Director Sports
DATE: **October 18, 2017**
SUBJECT: **Contract for Services with Bounds Flooring Inc.**

Recommendation

Staff recommends approval of this contract for $61,874. Funding from Parks Bond 977-18-180000-54510 series E.

Background

This project is for replacing the rubberized flooring in the free weight and machine weight area on the second floor of Twin Lakes Recreation Center. The product specified is Ecomax which is approximately one inch thick rubber that cleans well and has great color. The replacement flooring needs to shine and make a statement like, 'you want to work out here' in this highly competitive market of fitness.

Requests for quote packets were sent out for this project back in July 2017. We received no quotes on the first round and we had sent it directly to seven contractors. We tried again in September and received this quote from Bounds Flooring Inc. The Ecomax manufacturer does recommend this installer for their product and rendered an opinion that this is a fair price for installation.

RESPECTFULLY SUBMITTED,

John Turnbull, Division Director Sports

AGREEMENT
BETWEEN
CITY OF BLOOMINGTON
PARKS AND RECREATION DEPARTMENT
AND
BOUNDS FLOORING INC.
FOR
TWIN LAKES RECREATION CENTER RUBBER FLOORING

This Agreement, entered into on this _____day of October, 2017, by and between the City of Bloomington Department of Parks and Recreation (the "Department"), and Bounds Flooring Inc. ("Consultant"),

WITNESSETH:

WHEREAS, the Department wishes to replace rubber flooring on the second floor weight area; and

WHEREAS, the Department requires the services of a professional consultant in order to perform replacing rubber flooring (the "Services" as further defined below); and

WHEREAS, it is in the public interest that such Services be undertaken and performed; and

WHEREAS, Consultant is willing and able to provide such Services to the Department.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

Article 1. <u>Scope of Services</u>
Consultant shall provide the Services as specified in Exhibit A, "Scope of Work", attached hereto and incorporated into this Agreement.

Consultant 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.

Consultant shall complete the Services required under this Agreement on or before April 30, 2018, 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 Consultant's work, Consultant agrees to maintain such coordination with the Department as may be requested and desirable, including primary coordination with Mark Sterner as the Department's Project Manager. Consultant agrees that any information or documents, including digital GIS information, supplied by the Department pursuant
To Article 3, below, shall be used by Consultant 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
Consultant 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 Consultant's work in meeting the Standard of Care; however, the Department shall not unreasonably withhold its approval as to the adequacy of Consultant's performance. Upon notice to Consultant and by mutual agreement between the parties, Consultant 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 expeditiously as is necessary for the orderly progress of the work, and Consultant 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 Consultant for all fees and expenses in an amount not to exceed Sixty One Thousand Eight Hundred Seventy Four Dollars ($61,874.00). Consultant shall submit an invoice to the Department upon the completion of the Services described in Article 1. Invoices may be sent via first class mail postage prepaid or via email. Payment will be remitted to Consultant within forty-five (45) days of receipt of invoice. The invoice shall be sent to:

Mark Sterner
City of Bloomington
401 N. Morton, Suite 250
Bloomington, Indiana 47404

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
Consultant shall perform the Services by April 30, 2018.

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.

The Department may terminate or suspend performance of this Agreement at the Department's prerogative at any time upon written notice to Consultant. Consultant shall terminate or suspend performance of the Services on a schedule acceptable to the Department and the Department shall pay the Consultant 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 Consultant'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 Consultant in connection with this Agreement shall become the property of the Department, as set forth in Article 10 herein.

Article 8. Identity of the Consultant

Consultant acknowledges that one of the primary reasons for its selection by the Department to perform the Services is the qualifications and experience of Consultant. Consultant thus agrees that the Services to be performed pursuant to this Agreement shall be performed by Consultant. Consultant 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 Consultant's personnel or proposed outside professional sub-consultants, and the Department reserves the right to request that acceptable replacement personnel be assigned to the project.

Article 9. Opinions of Probable Cost

All opinions of probable construction cost to be provided by Consultant shall represent the best judgment of Consultant based upon the information currently available and upon Consultant's background and experience with respect to projects of this nature. It is recognized, however, that neither Consultant nor the Department has control over the cost of labor, materials or equipment, over contractors' method of determining costs for services, or over competitive bidding, market or negotiating conditions. Accordingly, Department cannot and does not warrant or represent that the proposals or construction bids received will not vary from the cost estimates provided pursuant to this Agreement.

Article 10. Reuse of Instruments of Service

All documents, including but not limited to, drawings, specifications and computer software prepared by Consultant pursuant to this Agreement are instruments of service in respect to this project. They are not intended or represented to be suitable for reuse by the Department or others on modifications or extensions of this project or on any other project. The Department may elect to reuse such documents; however any reuse or modification without prior written authorization of Consultant will be at the Department's sole risk and without liability or legal exposure to Consultant. The Department shall indemnify, defend, and hold harmless the Consultant against all judgments, losses, claims, damages, injuries and expenses arising out of or resulting from such unauthorized reuse or modification.

Article 11. Ownership of Documents and Intellectual Property

All documents, drawings and specifications, including digital format files, prepared by Consultant and furnished to the Department as part of the Services shall become the property of the Department. Consultant 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 Consultant.

Article 12. Independent Contractor Status
During the entire term of this Agreement, Consultant 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. Consultant 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 13. Indemnification
Consultant 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 Consultant or its agents or employees, or any independent contractors directly responsible to it (collectively "Claims").

Article 14. Insurance
During the performance of any and all Services under this Agreement, Consultant shall maintain the following insurance in full force and effect:

a. General Liability Insurance, with a minimum combined single limit of $1,000,000 for each occurrence and $2,000,000 in the aggregate.

b. Automobile Liability Insurance, with a minimum combined single limit of $1,000,000 for each person and $1,000,000 for each accident.

c. Professional Liability Insurance ("Errors and Omissions Insurance") with a minimum limit of $2,000,000 annual aggregate.

d. 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 General Liability, Automobile, 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.
Consultant shall provide evidence of each insurance policy to the Department prior to the commencement of work under this Agreement. Approval of the insurance by the Department shall not relieve or decrease the extent to which Consultant may be held responsible for payment of damages resulting from Consultant's provision of the Services or its operations under this Agreement. If Consultant fails or refuses to procure or maintain the insurance required by these provisions, or fails or refuses to furnish the Department's required proof that the insurance has been procured and is in force and paid for, the Department shall have the right at its election to terminate the Agreement.

Article 15. Conflict of Interest
Consultant 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. Consultant agrees that no person having any such interest shall be employed in the performance of this Agreement.

Article 16. 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 17. 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 18. Assignment
Neither the Department nor the Consultant 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 19. Third Party Rights
Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the Department and Consultant.

Article 20. 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 21. Non-Discrimination
Consultant 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 22. Compliance with Laws
In performing the Services under this Agreement, Consultant 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, Consultant 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 23. E-Verify

Consultant 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). Consultant shall sign an affidavit, attached as Exhibit B, affirming that Consultant does not knowingly employ an unauthorized alien. "Unauthorized alien" is defined at 8 U.S. Code 1324a(h)(3) as a person who is not a U.S. citizen or U.S. national and is not lawfully admitted for permanent residence or authorized to work in the U.S. under 8 U.S. Code chapter 12 or by the U.S. Attorney General.

Consultant and any subcontractors may not knowingly employ or contract with an unauthorized alien, or retain an employee or contract with a person that the Consultant or subcontractor subsequently learns is an unauthorized alien. If the City obtains information that the Consultant or subcontractor employs or retains an employee who is an unauthorized alien, the City shall notify the Consultant or subcontractor of the contract violation and require that the violation be remedied within 30 days of the date of notice. If the Consultant or subcontractor verified the work eligibility status of the employee in question through the E-Verify program, there is a rebuttable presumption that the Consultant or subcontractor did not knowingly employ an unauthorized alien. If the Consultant or subcontractor fails to remedy the violation within the 30 day period, the City shall terminate the contract, unless the City Commission or department that entered into the contract determines that terminating the contract would be detrimental to the public interest or public property, in which case the City may allow the contract to remain in effect until the City procures a new Consultant. If the City terminates the contract, the Consultant or subcontractor is liable to the City for actual damages.

Consultant shall require any subcontractors performing work under this contract to certify to the Consultant 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. Consultant shall maintain on file all subcontractors' certifications throughout the term of the contract with the City.

Article 24. Notices

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

Department:		**Consultant:**
City of Bloomington		Bounds Flooring Inc.
Attn: Mark Sterner		Matt McIntosh
401 N. Morton, Suite 250		5005 N State Road 37 Business
Bloomington, Indiana 47402		Bloomington, IN 47404

Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of the Department and Consultant.

Article 25. Intent to be Bound

The Department and Consultant each binds itself and its successors, executors, administrators, permitted assigns, legal representatives and, in the case of a partnership, its partners to the other party

to this Agreement, and to the successors, executors, administrators, permitted assigns, legal representatives and partners of such other party in respect to all provisions of this Agreement.

Article 26. Integration and Modification
This Agreement, including all Exhibits incorporated by reference, represents the entire and integrated agreement between the Department and the Consultant. 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 27. Non-Collusion
Consultant is required to certify that it has not, nor has any other member, representative, or agent of Consultant, 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. Consultant shall sign an affidavit, attached hereto as Exhibit C, affirming that Consultant has not engaged in any collusive conduct. Exhibit C is attached hereto and incorporated by reference as though fully set forth.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first written above.

CITY OF BLOOMINGTON

_____
Philippa M. Guthrie, Corporation Counsel

Bounds Flooring Inc.

_____
Stephanie Bounds, President

CITY OF BLOOMINGTON PARKS AND RECREATION

_____
Paula McDevitt, Director

_____
Leslie J. Coyne, President, Board of Park Commissioners

EXHIBIT A

"Scope of Work"

The Services shall include the following**:**

Remove all existing flooring in second floor weight room
A specified amount will be salvaged by owner, Contractor will dispose of the rest
Install Ecomax Color 806 Bedrock 1' x 2' x 2' 1300 tile
Install ADA Ramps of 12' x 4 feet black
Install resilient base of 4"
Removal and replacing of equipment will be by owner

EXHIBIT B
E-VERIFY AFFIDAVIT

STATE OF INDIANA)
)SS:
COUNTY OF _____)

AFFIDAVIT

The undersigned, being duly sworn, hereby affirms and says that:

1. The undersigned is the _____of _____.
(job title) (company name)
2. The company named herein that employs the undersigned:
   i. has contracted with or seeking to contract with the City of Bloomington to provide services; **OR**
   ii. is a subcontractor on a contract to provide services to the City of Bloomington.
3. The undersigned hereby states that, to the best of his/her knowledge and belief, the company named herein does not knowingly employ an "unauthorized alien," as defined at 8 United States Code 1324a(h)(3).
4. The undersigned herby states that, to the best of his/her belief, the company named herein is enrolled in and participates in the E-verify program.

_____
Signature

_____
Printed Name

STATE OF INDIANA)
)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 _____, 2017.

_____ My Commission Expires: _____
Notary Public's Signature

_____ County of Residence: _____
Printed Name of Notary Public

EXHIBIT C

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 _____, 2017.

Bounds Flooring Inc.

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 _____, 2017.

_____ My Commission Expires: _____
Notary Public's Signature

_____ County of Residence: _____
Printed Name of Notary Public

CITY OF BLOOMINGTON
parks and recreation

STAFF REPORT

Agenda Item: C-12
Date: 10/24/2017

Administrator
Review\Approval
PM

TO: Board of Parks Commissioners
FROM: Joanna Sparks, City Landscaper
DATE: October 11, 2017
SUBJECT: **REVIEW/APPROVAL OF Contract with Eco Logic, LLC**

Recommendation
Staff recommends the approval of the contract with Eco Logic, LLC. for the installation of a rain garden at the Parks and Recreation Department, Operations Center, 545 South Adams Street.

Background
Eco Logic, LLC is a local business that specializes ecological restoration. This includes stormwater management, in the form of bioswales, filter strips, rain gardens, and natural landscaping.

The creation of an aesthetically pleasing planted bed at the Operations Center, 545 S. Adams Street, will help to slow the flow of water, reducing erosion in rain events. It will also greatly enhance the streetscape while providing habitat for native pollinators. All work will be complete by December 31, 2017.

RESPECTFULLY SUBMITTED,

Joanna Sparks

Joanna Sparks
City Landscaper

AGREEMENT
BETWEEN
CITY OF BLOOMINGTON
PARKS AND RECREATION DEPARTMENT
AND
ECO LOGIC, LLC
FOR
RAIN GARDEN INSTALLATION

This Agreement, entered into on this _____day of _____, 2017, by and between the City of Bloomington Department of Parks and Recreation (the "Department"), and Eco Logic, LLC ("Consultant").

WITNESSETH:

WHEREAS, the Department wishes to install a rain garden at the Parks and Recreation Departments Operation Center, 545 S. Adams Street, ("Services"); and

WHEREAS, the Department requires the services of a professional consultant in order to perform said Services as further defined in the Scope of Services below; and

WHEREAS, it is in the public interest that such Services be undertaken and performed; and

WHEREAS, Consultant is willing and able to provide such Services to the Department.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

Article 1. <u>Scope of Services</u>
Consultant shall provide the Services as specified in Exhibit A, "Scope of Work", attached hereto and incorporated into this Agreement.

Consultant 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.

Consultant shall complete the Services required under this Agreement on or before December 31, 2017, 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 Consultant's work, Consultant agrees to maintain such coordination with the Department as may be requested and desirable, including primary coordination with Joanna Sparks, as the Department's Project Manager. Consultant agrees that any information or documents, including digital GIS information, supplied by the Department pursuant
To Article 3, below, shall be used by Consultant for this project only, and shall not be reused or reassigned for any other purpose without the written permission of the Department.[1]

Article 2. Standard of Care

Consultant 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 Consultant's work in meeting the Standard of Care; however, the Department shall not unreasonably withhold its approval as to the adequacy of Consultant's performance. Upon notice to Consultant and by mutual agreement between the parties, Consultant 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 expeditiously as is necessary for the orderly progress of the work, and Consultant 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 Consultant for all fees and expenses in an amount not to exceed Two Thousand Nine Hundred Twenty One Dollars and Eighty Cents ($2921.80). Invoices may be sent via first class mail postage prepaid or via email. Payment will be remitted to Consultant within forty-five (45) days of receipt of invoice. Consultant shall submit an invoice to the Department upon the completion of the Services described in Article 1. The invoice shall be sent to:

Joanna Sparks, City Landscaper
City of Bloomington
401 N. Morton, Suite 250
Bloomington, Indiana 47404

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

Consultant shall perform the Services according to the schedule set forth in Exhibit B, Project Schedule, attached hereto and incorporated herein by reference. 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.

The Department may terminate or suspend performance of this Agreement at the Department's prerogative at any time upon written notice to Consultant. Consultant shall terminate or suspend performance of the Services on a schedule acceptable to the Department and the Department shall pay the Consultant 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 Consultant'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 Consultant in connection with this Agreement shall become the property of the Department, as set forth in Article 10 herein.

Article 8. Identity of the Consultant

Consultant acknowledges that one of the primary reasons for its selection by the Department to perform the Services is the qualifications and experience of Consultant. Consultant thus agrees that the Services to be performed pursuant to this Agreement shall be performed by Consultant. Consultant 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 Consultant's personnel or proposed outside professional sub-consultants, and the Department reserves the right to request that acceptable replacement personnel be assigned to the project.

Article 9. Opinions of Probable Cost

All opinions of probable construction cost to be provided by Consultant shall represent the best judgment of Consultant based upon the information currently available and upon Consultant's background and experience with respect to projects of this nature. It is recognized, however, that neither Consultant nor the Department has control over the cost of labor, materials or equipment, over contractors' method of determining costs for services, or over competitive bidding, market or negotiating conditions. Accordingly, Department cannot and does not warrant or represent that the proposals or construction bids received will not vary from the cost estimates provided pursuant to this Agreement.

Article 10. Reuse of Instruments of Service

All documents, including but not limited to, drawings, specifications and computer software prepared by Consultant pursuant to this Agreement are instruments of service in respect to this project. They are not intended or represented to be suitable for reuse by the Department or others on modifications or extensions of this project or on any other project. The Department may elect to reuse such documents; however any reuse or modification without prior written authorization of Consultant will be at the Department's sole risk and without liability or legal exposure to Consultant. The Department shall indemnify, defend, and hold harmless the Consultant against all judgments, losses, claims, damages, injuries and expenses arising out of or resulting from such unauthorized reuse or modification.

Article 11. Ownership of Documents and Intellectual Property
All documents, drawings and specifications, including digital format files, prepared by Consultant and furnished to the Department as part of the Services shall become the property of the Department. Consultant 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 Consultant.

Article 12. Independent Contractor Status
During the entire term of this Agreement, Consultant 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. Consultant 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 13. Indemnification
Consultant 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 Consultant or its agents or employees, or any independent contractors directly responsible to it (collectively "Claims").

Article 14. Insurance
During the performance of any and all Services under this Agreement, Consultant shall maintain the following insurance in full force and effect:

a. General Liability Insurance, with a minimum combined single limit of $1,000,000 for each occurrence and $2,000,000 in the aggregate.

b. Automobile Liability Insurance, with a minimum combined single limit of $1,000,000 for each person and $1,000,000 for each accident.

c. Professional Liability Insurance ("Errors and Omissions Insurance") with a minimum limit of $2,000,000 annual aggregate.

d. 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 General Liability, Automobile, 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.

Consultant shall provide evidence of each insurance policy to the Department prior to the commencement of work under this Agreement. Approval of the insurance by the Department shall not relieve or decrease the extent to which Consultant may be held responsible for payment of damages resulting from Consultant's provision of the Services or its operations under this Agreement. If Consultant fails or refuses to procure or maintain the insurance required by these provisions, or fails or refuses to furnish the Department's required proof that the insurance has been procured and is in force and paid for, the Department shall have the right at its election to terminate the Agreement.

Article 15. Conflict of Interest
Consultant 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. Consultant agrees that no person having any such interest shall be employed in the performance of this Agreement.

Article 16. 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 17. 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 18. Assignment
Neither the Department nor the Consultant 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 19. Third Party Rights
Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the Department and Consultant.

Article 20. 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 21. Non-Discrimination
Consultant 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 22. Compliance with Laws
In performing the Services under this Agreement, Consultant 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, Consultant 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 23. E-Verify
Consultant 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). Consultant shall sign an affidavit, attached as Exhibit C, affirming that Consultant does not knowingly employ an unauthorized alien. "Unauthorized alien" is defined at 8 U.S. Code 1324a(h)(3) as a person who is not a U.S. citizen or U.S. national and is not lawfully admitted for permanent residence or authorized to work in the U.S. under 8 U.S. Code chapter 12 or by the U.S. Attorney General.

Consultant and any subcontractors may not knowingly employ or contract with an unauthorized alien, or retain an employee or contract with a person that the Consultant or subcontractor subsequently learns is an unauthorized alien. If the City obtains information that the Consultant or subcontractor employs or retains an employee who is an unauthorized alien, the City shall notify the Consultant or subcontractor of the contract violation and require that the violation be remedied within 30 days of the date of notice. If the Consultant or subcontractor verified the work eligibility status of the employee in question through the E-Verify program, there is a rebuttable presumption that the Consultant or subcontractor did not knowingly employ an unauthorized alien. If the Consultant or subcontractor fails to remedy the violation within the 30 day period, the City shall terminate the contract, unless the City Commission or department that entered into the contract determines that terminating the contract would be detrimental to the public interest or public property, in which case the City may allow the contract to remain in effect until the City procures a new Consultant. If the City terminates the contract, the Consultant or subcontractor is liable to the City for actual damages.

Consultant shall require any subcontractors performing work under this contract to certify to the Consultant 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. Consultant shall maintain on file all subcontractors' certifications throughout the term of the contract with the City.

Article 24. Notices
Any notice required by this Agreement shall be made in writing to the individuals/addresses specified below:

Department: **Consultant:**

City of Bloomington		Eco Logic, LLC
Attn: Joanna Sparks, City Landscaper		ATTN: Spencer Goehl, Executive Director
401 N. Morton, Suite 250		8685 W. Vernal Pike
Bloomington, Indiana 47402		Bloomington, IN 47404

Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of the Department and Consultant.

Article 25. Intent to be Bound
The Department and Consultant each binds itself and its successors, executors, administrators, permitted assigns, legal representatives and, in the case of a partnership, its partners to the other party to this Agreement, and to the successors, executors, administrators, permitted assigns, legal representatives and partners of such other party in respect to all provisions of this Agreement.

Article 26. Integration and Modification
This Agreement, including all Exhibits incorporated by reference, represents the entire and integrated agreement between the Department and the Consultant. 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 27. Non-Collusion
Consultant is required to certify that it has not, nor has any other member, representative, or agent of Consultant, 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. Consultant shall sign an affidavit, attached hereto as Exhibit D, affirming that Consultant has not engaged in any collusive conduct. Exhibit D is attached hereto and incorporated by reference as though fully set forth.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first written above.

CITY OF BLOOMINGTON

_____
Philippa M. Guthrie, Corporation Counsel

ECO LOGIC, LLC

_____
Spencer Goehl, Executive Director

CITY OF BLOOMINGTON PARKS AND RECREATION

_____
Paula McDevitt, Director

_____
Leslie J. Coyne, President, Board of Park Commissioners

EXHIBIT A

"Scope of Work"

The Services shall include the following**:**

Creation of an aesthetically pleasing planted bed that will also serve to help slow and infiltrate sheet flow of water in small rain events. This proposal includes hand excavation of existing soil, tilling in of augmented soil mix (sand/compost blend at 3:1 ratio), planting 70 native 4" pots plants (see list below), mulching and watering in at time of install. Ideally installation would occur prior to October 31, 2017.

Plant list:
6- Blue-flag Flag Iris *Iris virginica var. schrevei*
25- Side-oats Grama *Bouteloua curtipendula*
12- Purple Coneflower *Echinacea purpurea*
27- Hairy Beardtongue *Penstemon hirsutus*
Total: 70

EXHIBIT B

"Project Schedule"

Consultant shall complete the Services required under this Agreement on or before December 31, 2017, unless the parties mutually agree to a later completion date. Completion shall mean completion of all work related to the Services.

EXHIBIT C
E-VERIFY AFFIDAVIT

STATE OF INDIANA)
)SS:
COUNTY OF _____)

AFFIDAVIT

The undersigned, being duly sworn, hereby affirms and says that:

1. The undersigned is the Executive Director of Eco Logic, LLC.

2. The company named herein that employs the undersigned:
   i. has contracted with or seeking to contract with the City of Bloomington to provide services; **OR**
   ii. is a subcontractor on a contract to provide services to the City of Bloomington.
3. The undersigned hereby states that, to the best of his/her knowledge and belief, the company named herein does not knowingly employ an "unauthorized alien," as defined at 8 United States Code 1324a(h)(3).
4. The undersigned herby states that, to the best of his/her belief, the company named herein is enrolled in and participates in the E-verify program.

_____
Signature
_____
Printed Name

STATE OF INDIANA)
)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 _____, 2017.

_____ My Commission Expires: _____
Notary Public's Signature

_____ County of Residence: _____
Printed Name of Notary Public

EXHIBIT D

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 _____, 2017.

Eco Logic, LLC

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 _____, 2017.

_____ My Commission Expires: _____
Notary Public's Signature

_____ County of Residence: _____
Printed Name of Notary Public

AGREEMENT TO PROVIDE RESTORATION SERVICES

Project: City of Bloomington Operations Building Rain Garden Install

This agreement, made this _____ day of _____, by and between:

Eco Logic LLC
8685 W. Vernal Pike
Bloomington, IN 47404

AND

Joanna Sparks, City Landscaper
Bloomington Parks and Recreation Department
401 N. Morton St.
Bloomington, IN 47404
(812) 349-3479 office
sparkj@bloomington.in.gov

Each party agrees to be legally bound as follows:

Eco Logic LLC agrees to furnish all equipment, materials, and labor to perform the following:

See following pages for Proposal and Standard Terms & Conditions

---

IN WITNESS WHEREOF, this Agreement is executed as of the date set forth above.

Eco Logic, LLC

Signed: _____

Printed Name: _____

City Representative

Signed: _____

Printed Name: _____

PROPOSAL FOR RESTORATION SERVICES

Project: City of Bloomington Operations Building Rain Garden Install

Date: October 5, 2017

Project summary:

Creation of an aesthetically pleasing planted bed that will also serve to help slow and infiltrate sheet flow of water in small rain events. This proposal includes hand excavation of existing soil, tilling in of augmented soil mix (sand/compost blend at 3:1 ratio), planting 70 native 4" pots plants (see list below), mulching and watering in at time of install. Installation would occur prior to October 31, 2017.

Common Name	Scientific Name	# of plants
Blue-flag Flag Iris	*Iris virginica var. schrevei*	6
Side-oats Grama	*Bouteloua curtipendula*	25
Purple Coneflower	*Echinacea purpurea*	12
Hairy Beardtongue	*Penstemon hirsutus*	27
	Total	**70**

Recommended yearly maintenance:

Maintain mulch to keep up aesthetic appearance. Water in 2018 through any dry/drought periods in summer of 2018. Keep weeds out to maintain neat appearance. Cut back garden once a year, either in late fall (late Oct.-Nov.) or late winter (late Feb.-early Mar.).

Proposal Price:

Installation:

Labor	$ 2,030.00
Equipment	$ 67.00
Plant Material	$ 354.37
Other Materials	$ 470.43
Total Proposal Price	$ 2,921.80

ECO LOGIC STANDARD TERMS & CONDITIONS FOR PROVISION OF GOODS & SERVICES

1. **Applicability**. These terms and conditions of sale ("Terms") are the only terms that govern the sale of the goods ("Goods") and services ("Services") (collectively, the "Work") by Eco Logic, LLC ("Eco Logic") to the buyer named on the proposal, quotation or agreement form referencing these Terms ("Client"), unless otherwise agreed in writing by both parties.

a.The accompanying proposal, quotation or agreement form from Eco Logic attached to or referencing these Terms ("Proposal"), and including any statements or work, material or price lists attached to the Proposal, and these Terms (collectively, this "Agreement") comprise the entire agreement between the parties, and supersede all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both written and oral. These Terms prevail over any of Client's general terms and conditions of purchase regardless of whether or when Client has submitted its purchase order or terms. Fulfillment of Client's order does not constitute acceptance of any of Client's terms and conditions and does not serve to modify or amend these Terms.

b. This Agreement may only be modified or amended upon the mutual Agreement of both parties in writing.

2. Performance of the Work.

a.If any Goods are to be delivered as part of the Work, the Goods will be delivered within a reasonable time after the receipt of Client's purchase order, unless otherwise stated on the Proposal.

b. Unless otherwise agreed in writing by the parties, Eco Logic shall deliver (or shall cause to be delivered) the Goods to Client's location or site, as set forth on the Proposal, (the "Delivery Site") using Eco Logic's standard methods for packaging and shipping such Goods.

c.Eco Logic may, in its sole discretion, without liability or penalty, make partial shipments of Goods to Client. Each shipment will constitute a separate sale, and Client shall pay for the units shipped whether such shipment is in whole or partial fulfillment of Client's purchase order.

d. If for any reason Client fails to accept delivery of any of the Goods on Eco Logic's notice that the Goods have been delivered at the Delivery Site, or if Eco Logic is unable to deliver the Goods at the Delivery Site on such date because Client has not provided appropriate instructions, documents, licenses or authorizations: (i) risk of loss to the Goods shall pass to Client; (ii) the Goods shall be deemed to have been delivered; and (iii) Eco Logic, at its option, may store or otherwise secure the Goods until Client picks them up or until delivery at the Delivery Site may be made, whereupon Client shall be liable for all related costs and expenses (including, without limitation, storage and insurance).

e.Eco Logic shall use reasonable efforts to meet any performance dates to render the Services specified in the Proposal.

f. With respect to the Services, Client shall (i) cooperate with Eco Logic in all matters relating to the Services and provide such access to Client's premises as may reasonably be requested by Eco Logic, for the purposes of performing the Services; (ii) respond promptly to any Eco Logic request to provide direction, information, approvals, authorizations or decisions that are reasonably necessary for Eco Logic to perform Services in accordance with the requirements of this Agreement; (iii) provide accurate information as Eco Logic may reasonably request to carry out the Services in a timely manner; and (iv) obtain and maintain all necessary licenses and consents and comply with all applicable laws in relation to the Services before the date on which the Services are to start.

3. **Non-Delivery**.

a.The quantity of any installment of Goods as recorded by Eco Logic on dispatch from Eco Logic's place of business is conclusive evidence of the quantity received by Client on delivery unless Client can provide conclusive evidence proving the contrary.

b. Eco Logic shall not be liable for any non-delivery of Goods unless Client gives written notice to Eco Logic of the non-delivery within 48 hours of the date when the Goods would in the ordinary course of events have been received.

c.Any liability of Eco Logic for non-delivery of the Goods shall be limited to replacing the Goods within a reasonable time or adjusting the invoice respecting such Goods to reflect the actual quantity delivered.

d. Client acknowledges and agrees that the remedies set forth in this Section are Client's exclusive remedies for the delivery of Nonconforming Goods. Except as provided under this Section, all sales of Goods to Client are made on a one-way basis and Client has no right to return Goods purchased under this Agreement to Eco Logic.

4. **Quantity**. If Eco Logic delivers to Client a quantity of Goods of up to 1% more or less than the quantity set forth in the Proposal, Client shall not be entitled to object to or reject the Goods or any portion of them by reason of the surplus or shortfall and shall pay for such Goods the price set forth in the Proposal adjusted pro rata.

5. **Shipping Terms.** Eco Logic shall make delivery in accordance with the terms on the face of the Proposal.

6. **Title and Risk of Loss.** Title and risk of loss passes to Client upon delivery of the Goods at the Delivery Site, unless otherwise stated on the Proposal.

7. **Inspection and Rejection of Nonconforming Goods**.

Client shall inspect the Goods within 48 hours of receipt ("Inspection Period"). Client will be deemed to have accepted the Goods unless it notifies Eco Logic in writing of any Nonconforming Goods during the Inspection Period and furnishes such written evidence or other documentation as reasonably required by Eco Logic. "Nonconforming Goods" means the product shipped is different than identified in Agreement. If Client timely notifies Eco Logic of any Nonconforming Goods, Eco Logic shall, in its sole discretion, (i) replace such Nonconforming Goods with conforming Goods, or (ii) credit or refund the Price for such Nonconforming Goods, together with any reasonable shipping and handling expenses incurred by Client in connection with the Nonconforming Goods. Client acknowledges and agrees that the remedies set forth in this Section are Client's exclusive remedies for the delivery of Nonconforming Goods. Except as provided under this Section, all sales of Goods to Client are made on a one-way basis and Client has no right to return Goods purchased under this Agreement to Eco Logic.

8. **Price**.

a.Client shall purchase the Work from Eco Logic at the price(s) (the "Price") set forth in the accepted Proposal.

b. Travel shall be reimbursed at the rate stated on the Proposal.

c.The Price does not include any sales, use and excise taxes, and any other similar taxes, duties and charges of any kind imposed by any Governmental Authority on any amounts payable by Client. Unless Client is a public entity under applicable law or provides Eco Logic with a valid certificate of tax exemption, Client shall be responsible for all such charges, costs and taxes, except for those taxes imposed on, or with respect to, Eco Logic's income, revenues, gross receipts, personnel or real or personal property or other assets.

9. Payment Terms.

a.Client shall pay all invoiced amounts due to Eco Logic as indicated on the Proposal.

b. Late payments shall accrue interest at the rate of 1.5% per month, calculated daily and compounded monthly. Any amounts not paid within ninety (90) days after becoming due may be transferred to a collection agency. Client is liable for all costs incurred in collecting any late payments, including, without limitation, attorneys' fees and court costs. In addition to all other remedies available under these Terms or at law, Eco Logic is entitled to suspend performance of the Work if Client fails to pay any amounts when due and such failure continues for 30 days after Eco Logic notifies Client that payment is due.

c.Unless otherwise agreed in writing, Client shall not withhold payment of any amounts due and payable by reason of any set-off of any claim or dispute with Eco Logic.

10. <u>Limited Warranty</u>.

a.Eco Logic warrants to Client that it shall perform the Services using personnel of required skill, experience and qualifications and in a professional and workmanlike manner in accordance with generally recognized industry standards for similar services and shall devote adequate resources to meet its obligations under this Agreement.

b. EXCEPT FOR THE WARRANTIES SET FORTH SPECIFICALLY ON THE PROPOSAL OR THESE TERMS, ECO LOGIC MAKES NO WARRANTY WHATSOEVER WITH RESPECT TO THE GOODS OR SERVICES, INCLUDING ANY (a) WARRANTY OF MERCHANTABILITY; (b) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; (c) WARRANTY OF TITLE; OR (d) WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY; WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE.

c.Products manufactured by a third party ("Third Party Product") may constitute, contain, be contained in, incorporated into, attached to or packaged together with the Work. ECO LOGIC MAKES NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO ANY THIRD PARTY PRODUCT, INCLUDING ANY (a) WARRANTY OF MERCHANTABILITY; (b) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; (c) WARRANTY OF TITLE; OR (d) WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY; WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE.

d. Eco Logic shall not be liable for a breach of the warranties unless: (i) Client gives written notice of the defective Work, reasonably described, to Eco Logic within 30 days of the time when Client discovers or ought to have discovered the defect; (ii) if applicable, Eco Logic is given a reasonable opportunity after receiving the notice of alleged breach of the warranty to examine such Goods; and (iii) Eco Logic reasonably verifies Client's claim that the Goods or Services are defective.

e.Eco Logic shall not be liable for a breach of the warranty for any Goods if: (i) Client makes any further use of such Goods after giving such notice; (ii) the defect arises because Client failed to follow Eco Logic's oral or written instructions as to the storage, installation, commissioning, use or maintenance of the Goods; or (iii) Client alters or repairs such Goods without the prior written consent of Eco Logic.

f. With respect to any such Goods subject to a claim, Eco Logic shall, in its sole discretion, either: (i) repair or replace such Goods (or the defective part) or (ii) credit or refund the price of such Goods at the pro rata contract rate provided that, if Eco Logic so requests, Client shall, at Eco Logic's expense, return such Goods to Eco Logic.

g. With respect to any Services subject to a claim, Eco Logic shall, in its sole discretion, (i) repair or re-perform the applicable Services or (ii) credit or refund the price of such Services at the pro rata contract rate.

h. THE REMEDIES SET FORTH IN THIS SECTION SHALL BE THE CLIENT'S SOLE AND EXCLUSIVE REMEDY AND ECO LOGIC'S ENTIRE LIABILITY FOR ANY BREACH OF THE LIMITED WARRANTIES SET FORTH IN THE PROPOSAL OR TERMS.

11. **Limitation of Liability**.

a.IN NO EVENT SHALL ECO LOGIC BE LIABLE TO CLIENT OR ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE OR PROFIT, OR FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT OR OTHERWISE. IN NO EVENT SHALL ECO LOGIC'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEED THE TOTAL OF THE AMOUNTS PAID TO ECO LOGIC FOR THE WORK.

b. The limitation of liability set forth in this Section shall not apply to (i) liability resulting from Eco Logic's negligence or willful misconduct and (ii) death or bodily injury resulting from Eco Logic's acts or omissions.

12. **Compliance with Law.** Both parties shall comply with all applicable laws, regulations and ordinances. Both parties shall maintain in effect all the licenses, permissions, authorizations, consents and permits that it needs to carry out its obligations under this Agreement.

13. **Termination**. In addition to any remedies that may be provided under these Terms, Eco Logic may terminate this Agreement with immediate effect upon written notice to Client, if Client: (a) fails to pay any amount when due under this Agreement and such failure continues for 30 days after Client's receipt of written notice of nonpayment; (b) has not otherwise materially performed or complied with any of these Terms, in whole or in part; or (c) becomes insolvent, files a petition for bankruptcy or commences or has commenced against it proceedings relating to bankruptcy, receivership, reorganization or assignment for the benefit of creditors.

14. **Waiver**. No waiver by Eco Logic of any of the provisions of this Agreement is effective unless explicitly set forth in writing and signed by Eco Logic. No failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from this Agreement operates, or may be construed, as a waiver thereof. No single or partial exercise of any right, remedy, power or privilege hereunder precludes any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

15. **Force Majeure.** Neither party shall be liable to the other or be deemed in default, for any failure or delay in performing any term of this Agreement to the extent such failure or delay is caused by or results from acts or circumstances beyond their reasonable control including acts of God, flood, fire, earthquake, explosion, governmental actions, war, invasion, terrorist threats or acts, riot, or national emergency.

16. **Assignment**. Client shall not assign any of its rights or delegate any of its obligations under this Agreement without the prior written consent of Eco Logic. Any purported assignment or delegation in violation of this Section is null and void. No assignment or delegation relieves Client of any of its obligations under this Agreement.

17. **Governing Law; Jurisdiction**. All matters arising out of or relating to this Agreement are governed by and construed in accordance with the internal laws of the State of Indiana without giving effect to any choice or conflict of law provisions. Any legal suit, action or proceeding arising out of or relating to this Agreement shall be instituted in the courts of the State of Indiana, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action or proceeding.

18. **Severability**. If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

19. **Survival**. Provisions of these Terms which by their nature should apply beyond their terms will remain in force after any termination or expiration of this Order including, but not limited to, the following provisions: Compliance with Laws, Governing Law; Jurisdiction and Survival.

CITY OF BLOOMINGTON
parks and recreation

STAFF REPORT

Agenda Item: C-13
Date: 10/24/2017

Administrator
Review\Approval
PM

TO: Administrator
FROM: Marcia Veldman, Program/Facility Coordinator
DATE: **October 24, 2017**
SUBJECT: **SALE OF SPIRITS AT THE HOLIDAY MARKET**

Recommendation
Staff recommend entering into a contract for the Holiday Market with Cardinal Spirits for the sale of spirits by the bottle. Pending all legal requirements are met and approved.

Background
Cardinal Spirits, a local distillery, has applied to sell their artisan spirits by the bottle at the Holiday Market. Effective July 1, 2017, House Bill 1167 was signed into law, allowing for the sale of spirits at trade shows and expositions by holders of artisan's distillers permit, with approval from the Alcohol and Tobacco Commission. In 2008 the Board of Park Commissioners approved the sale of beer and wine by the bottle at Market.

RESPECTFULLY SUBMITTED,

Marcia Veldman

_____
Marcia Veldman
Program/Facility Coordinator

CITY OF BLOOMINGTON
parks and recreation

STAFF REPORT

Agenda Item: C-14
Date: 10/24/2017

Administrator
Review\Approval
PM

TO: Board of Parks Commissioners
FROM: Kim Clapp, Office Manager
DATE: October 24, 2018
SUBJECT: **REVIEW/APPROVAL OF 2018 PRICE SCHEDULE**

Background

Staff request the Board of Park Commissioners review the attached 2018 Price Schedule –Draft. Staff will seek final approval at the November 28, 2018 Board of Park Commissioners meeting. The following is an Executive Summary of the proposed changes:

Page 1 Administrative Services – Equipment Rentals
No changes
Adult Programs – Living and Learning, Lake Monroe Sailing Classes
No changes
Inclusive Recreation – Programs, Classes, Special Events
No changes

Page 2 Adult Sports – League Registrations, Tournaments, Tennis
No Changes for 2018

Page 3 Adult Sports/Youth Sports – Field Rentals, Player Fees, Concessions
Changes include:
Winslow, Lower Cascades and Twin Lakes Ballfields
- Addition of All Day per Field fee of $165.00

Page 4 Aquatics – Bryan Pool/Mills Pool – Admissions
Changes include (for both pools):
- Removal of general admission (17 and under) from $3.00 to $4.00
- Removal of general admission (18 and over) from $4.00 to $5.00
- Addition of general admission (3 yrs. and under free) fee of $6.00
- *Increase Economy Pass 50 punch from $150.00 to $200.00
- *Increase Economy Pass 20 punch from $65.00 to $85.00
- *Increase Economy Pass 10 punch from $35.00 to $45.00

*(Economy Passes at Bryan Pool are good for swimming and water slide)

Page 5 Aquatics – Bryan Pool/Mills Pool – Facility Rentals, Programs, Classes, Special Events

Changes include:

- Removal of Bryan Pool waterslide daily admission
- Increased Bryan Pool private rental/entire facility from $300.00 to $325.00
- Increased Bryan Pool private rental/main pool only from $250.00 to $275.00
- Increased Mills Pool private rental/entire facility from $175.00 to $200.00

Page 6 <u>Banneker Center – Facility Rentals, Programs, Classes, Special Events</u>

Changes include:

- Addition of Banneker Summer Camp $10.00/per week

Page 7 <u>Cemetery Services – Lot Sales, Inurnment, Interments, Disinterments</u>

Changes include:

Under Rose Hill and White Oak Cemetery

- Increased Interment/Disinterment Monday through Friday from $675 to $700
- Increased Interment/Disinterment Saturday from $975 to $1000
- Increased Inurnment/Disinurnment Monday through Saturday from $400 to $425
- Increased Inurnment/Disinurnment Saturdays from $650 to $675

Under Rose Hill Cemetery and Mausoleum

- Increased Cremation Lots-per space in Section H from $500 to $550 In City / from $625 to $675 Out of City
- Increased Mausoleum Interment/Disinterment Monday through Friday from $550 to $575
- Increased Mausoleum Interment/Disinterment Saturdays from $800 to $825
- Increased Mausoleum Inurnment/Disinurnment Monday through Friday from $400 to $425
- Increased Mausoleum Inurnment/Disinurnment Saturdays from $650 to $675

Under White Oak Cemetery

- Increases full size individual lots from $650 to $700 In City / from $800 to $850 Out of City.
- Increases Trustees (includes lot and interment) from $500 to $550

Page 8 <u>Community Events – April/November Farmers' Market</u>

Changes include:

Under FM Saturdays in April

- Market was changed from 5 Market Days to 4 Market Days
- Decreased large space from $90.00 to $72.00
- Decrease large space senior rate from $60.00 to $48.00
- Addition of large space youth rate of $48.00
- Decreased small space from $50.00 to $40.00
- Decreased small space senior & youth rate from $35.00 to $28.00
- Additional unreserved large space youth rate of $12.00 – per day

Under FM November

- Addition of large space youth rate of $36.00 ($12/day)

Page 9 <u>Community Events – Saturday Farmers' Market May/October, Tuesday Farmers' Market, Misc.</u>

Changes include:

Under FM Saturdays May thru October

- Addition of reserved large space youth rate of $312.00
- Addition of unreserved large space youth rate of $12.00 per day

Under Miscellaneous

- Addition of mushroom inspection per occurrence of $5.00

Page 10 Community Events – Gardens, Stage Rental, Program Classes Special Events, A Fair of the Arts, Holiday Market

Changes include:

Under Gardens

- Addition of ***Community Garden Plots will be discounted by 50% for gardeners who have already rented a plot and would like an additional plot after June 30, 2018
- Addition to Rev. Butler Park Garden raised beds rate of $33.00 In City $38.00 Out of City

Under Waldron, Hill and Buskirk Park Stage Rental

- Change Category I* "without lights" was added $100.00 per day
- Addition Category I* with theatrical lights rate of $125.00 per day
- Change Category II** "without lights" was added $125.00 per day
- Addition Category II** with theatrical lights rate of $156.00 per day

Under Holiday Market Arts Fair

- Increase Jury Fee from $15.00 to $20.00
- Increase Booth Space – Indoor 6x8 $60.00 to $65.00
- Increase Booth Space – Indoor 4x6 from $55.00 to $60.00
- Increase Booth Space – Outdoor 10x10 from $50.00 to $55.00

Page 11 Community Events – Mobile Stage Rental, Other Rental

Changes include:

Under Mobile Stage Rental

- Increase all Stage Supervisors minimum rates from $18.00 to $20.00

Page 12 Franks Southern Ice Arena – User Fees, Facility Rental, Programs, Classes, Special Events

Changes include:

Under Non-Reverting Fund

- Increase Group Lessons/per participant "The Skating School" fees from $75.00 to $80.00 In City and from $85.00 to $90.00 Out of City

Page 13 Golf Services – Green Fees, Season Passes, Facility Rental, Programs, Classes, Special Events

Changes include:

Under Green Fees/Season Passes

- Addition of 2018 Pine 9 Special with cart at a fee of $1.00 per hole

Under Clubhouse Rental, Programs, Classes, Special Events

- Addition of League Fees at a fee of $5.00 - $25.00
- Addition of Tournament Entry at a fee of $15.00 - $50.00
- Addition of Prize Fund at a fee of $1.00 - $15.00

Page 14 Natural Resources

No changes

Page 15 Operations Services – Shelter Rentals

No changes

Page 16 Twin Lakes Recreation Center – Memberships, Rentals

Changes include:

Under Rentals

- Increase Basketball Practice – full court from $25.00 to $30.00/court
- Increase Basketball Practice – full court bulk use from $20.00 to $25.00/court

Page 17 Twin Lakes Recreation Center – Facility Rental, Facility Services, Concessions

Changes include:

Under Parties

- Increased Party Room from $40/per hour to $45/per hour
- Increased Party Room Rental w/court use from $60/per hour to $65/per hour
- Increased Party Room w/turf (Apr-Sept) from $100/per hour to $105/per hour
- Increased Party Room w/turf (Oct-Mar) from $125/per hour to $130/per hour
- Increased Party Room w/studio A or B from $75/per hour to $80/per hour

Under Room Rentals

- Increased Entire Lower Level from $150/per hour to $155/per hour
- Increased Studio A from $60/per hour to $65/per hour
- Increased Studio B from $55/per hour to $60/per hour
- Increased Program Room from $40/per hour to $45/per hour

Under Concession Items

- Increased maximum fee from $18 to $25

Page 18 Twin Lakes Recreation Center – TLRC Fitness

No Changes for 2018

Page 19 Youth Programs – Facility Rental, Programs, Classes, Special Events

Changes include:

Program /Classes Special Events

- Increase Kid City Original from $165.00 to $170 In City / from $170.00 to $175.00 Out of City
- Increase Kid City Quest from $155.00 to $160.00 In City / from $160.00 to $165.00 Out of City

Page 20 Miscellaneous

Changes include

Under General Fund

- Addition of Return Check Fee of $20.00

Under Non-Reverting Fund

- Increase permit processing fees Category E from $100.00 to $150.00
- Addition of Damage Deposit (refundable) at a rate of $75.00
- Addition of Return Check Fee of $20.00

RESPECTFULLY SUBMITTED,

_____

Kim Clapp, Office Manager

BLOOMINGTON PARKS & RECREATION

*Administrative Transaction Fee is included in all prices

PAGE 1	Administrative Services - Equipment Rental	
	Adult Services - Programs, Classes, Special Events	
	Inclusive Recreation - Programs, Classes, Special Events	No Changes for 2018
PAGE 2	Adult Sports - Basketball, Tennis, Softball, Volleyball	
	Adult Sports - League Registrations, Tournaments	No Changes for 2018
PAGE 3	Adult Sports/Youth Sports - Field Rental, Player Fees, Concessions	Changes Completed
PAGE 4	Aquatics - Bryan Pool and Mills Pool Admission and Passes	Changes Completed
PAGE 5	Aquatics - Programs, Classes, Special Events, Rentals, Concessions	Changes Completed
PAGE 6	Banneker Center - Facility Rental, Programs, Classes, Special Events	Changes Completed
PAGE 7	Cemetery Services	Changes Completed
PAGE 8	Community Events - Saturday Farmers' Market - April, November	Changes Completed
PAGE 9	Community Events - Saturday Farmers' Market - May thru October	Changes Completed
	Community Events - Tuesday Farmers' Market	
PAGE 10	Community Events - Gardens, Waldron, Hill and Buskirk Park Stage Rental	
	Community Events - Programs, Classes, Special Events	
	Community Events - A Fair of The Arts, Holiday Market	Changes Completed
PAGE 11	Community Events - Mobile Stage Rental, Other Rental	Changes Completed
PAGE 12	Frank Southern Ice Arena - User Fees, Facility Rental	
	Frank Southern Ice Arena - Programs, Classes, Special Events	
	Frank Southern Ice Arena - Concessions	Changes Completed
PAGE 13	Golf Services - Green Fees, Season Passes, Other	
	Golf Services - Clubhouse Rentals, Program, Classes, Special Events	
	Golf Services - Concessions	Changes Completed
PAGE 14	Natural Resources - Launch Permits, Boat Rental, Misc.	No Changes for 2018
	Natural Resources - Programs, Classes, Special Events	No Changes for 2018
PAGE 15	Operations Services - Shelter Rental	No Changes for 2018
PAGE 16	Twin Lakes Recreation Center - Memberships	Changes Completed
	Twin Lakes Recreation Center - Basketball Court Rental	
PAGE 17	Twin Lakes Recreation Center - Programs, Facility Services, Rentals	Changes Completed
	Twin Lakes Recreation Center - Concessions	
PAGE 18	Twin Lakes Recreation Center - Fitness	No Changes for 2018
PAGE 19	Youth Programs - Facility Rental, Programs, Classes, Special Events	Changes Completed
PAGE 20	Miscellaneous	Changes Completed
PAGE 21	Pricing Pyramid	

BLOOMINGTON PARKS & RECREATION

PROGRAM UNIT: ADMINISTRATIVE SERVICES

No Changes

NON-REVERTING FUND

EQUIPMENT RENTAL	2018 IN CITY FEES	2018 OUT of CITY FEES
Volleyball Stnadards	16.00 + 50.00 deposit	na
Picnic/Party Kits	15.00 + 50.00 deposit	na

PROGRAM UNIT: ADULT PROGRAMS

Cost Recovery Goal = 75%

NON-REVERTING FUND

PROGRAMS/CLASSES/ SPECIAL EVENTS	2018 IN CITY FEES	2018 OUT OF CITY FEES
Living and Learning Classes	7.00 - 250.00	7.00 - 313.00
Sailing at Lake Monroe-Youth Camp*	7.00 - 250.00	7.00 - 313.00
Sailing at Lake Monroe- Adult Instruction*	7.00 - 250.00	7.00 - 313.00

PROGRAM UNIT: INCLUSIVE RECREATION

Cost Recovery Goal = 2%

NON-REVERTING FUND

PROGRAMS/CLASSES/ SPECIAL EVENTS	2018 IN CITY FEES	2018 OUT OF CITY FEES
Special Interest Programs/Classes/ Special Events	1.00 - 300.00	na

BLOOMINGTON PARKS & RECREATION

PROGRAM UNIT: ADULT SPORTS

Cost Recovery Goal = 75%

No Changes

NON-REVERTING FUND

LEAGUE REGISTRATIONS TOURNAMENTS TENNIS	2018 IN CITY FEES	2018 OUT OF CITY FEES
Adult Softball League - Team Registration		
Spring	720.00	na
Fall	720.00	na
Adult Softball Tournaments	175.00-350.00	na
Forfeit Fee - Softball	25.00	na
Tennis:		
Adult Lessons 2 per week for 4 weeks	47.00	55.00
Youth Lessons (ages 5 - 17) 2 per week for 4 weeks	41.00	49.00
Tennis Tournament - Singles	16.00	na
Tennis Tournament - Doubles A Team	18.00	na
Football:		
Flag Football - Team Fee	400.00-500.00	na
Flag Football - Individual Fee	20.00 -30.00	na
Volleyball:		
Adult Volleyball - Team Fee	80.00 - 200.00	na
Adult Volleyball - Individual Fee	20.00 - 30.00	na

BLOOMINGTON PARKS & RECREATION

PROGRAM UNIT: ADULT SPORTS/YOUTH SPORTS

Cost Recovery Goal

Adult Sports = 75% Youth Sports = 40%

GENERAL FUND & NON-REVERTING FUND

FIELD RENTAL PLAYER FEES	2018 PARTNER FEES	2018 NON-PARTNER FEES
Winslow Sports Complex:		
Practice	16.00	18.00
Practice with lights	20.00	22.00
Weeknight Competition	23.00	25.00
Weekend Competition	25.00	27.00
With on-site maintenance	30.00	30.00
All day per field	165.00	na
Lower Cascades ballfield rental (per hour/per field):		
with on-site maintenance	30.00	na
without on-site maintenance	20.00	na
All day per field	165.00	na
Twin Lakes ballfield rental (per hour/per field):		
with on-site maintenance	30.00	na
without on-site maintenance	20.00	na
All day per field	165.00	na
Bryan Park ballfield rental (per hour/per field):		
Practice	10.00	na
Competition	12.00	na
Butler Park ballfield rental (per hour/per field)	10.00	na
Olcott Park ballfield rental (per hour):		
Competition Field Grandstand (South)	43.00	45.00
Non-Competition Field (North)	43.00	45.00
Olcott Park practice - either field	22.00	24.00
Olcott Park practice with lights - either field	24.00	26.00
Olcott Park - one-time lining	300.00	300.00
Girl's Fast Pitch - player fees	80.00	90.00

NON-REVERTING FUND

Concessions Services	2018 IN CITY FEES	2018 OUT OF CITY FEES
Concession items	.25 - 18.00	na

BLOOMINGTON PARKS & RECREATION

PROGRAM UNIT: AQUATICS

Cost Recovery Goal

Bryan Park Pool = 75% Mills Pool = 20%

GENERAL FUND

BRYAN PARK POOL	2018 IN CITY FEES	2018 OUT OF CITY FEES
General Admission (3 yrs. and under free)	6.00	na
Economy Pass 50 punch pass - good for swimming and water slide	200.00	na
Economy Pass 20 punch pass - good for swimming and water slide	85.00	na
Economy Pass 10 punch pass - good for swimming and water slide	45.00	na

GENERAL FUND

MILLS POOL	2018 IN CITY FEES	2018 OUT OF CITY FEES
General Admission (3 yrs. and under free)	6.00	na
Economy Pass 50 punch pass	200.00	na
Economy Pass 20 punch pass	85.00	na
Economy Pass 10 punch pass	45.00	na

BLOOMINGTON PARKS & RECREATION

PROGRAM UNIT: AQUATICS

Cost Recovery Goal

Bryan Park Pool = 75% Mills Pool = 20%

NON-REVERTING FUND

PROGRAMS/CLASSES SPECIAL EVENTS	2018 IN CITY FEES	2018 OUT OF CITY FEES	
Group swimming lessons (both Bryan and Mills pools)	60.00	70.00	
Lifeguard training and WSI and Lifeguard Instructor	100.00 - 300.00	na	
AquaFit	60.00 - 120.00	na	Deleted a line

RENTALS	2018 IN CITY FEES	2018 OUT OF CITY FEES
Bryan Pool private rental - entire facility: main pool, waterslides, Limestone Lagoon	325.00/hour	na
Bryan Pool private rental: main pool only	275.00/hour	na
Mills Pool private rental: entire facility	200.00/hour	na

NON-REVERTING FUND

Concessions Services	2018 IN CITY FEES	2018 OUT OF CITY FEES
Concession items	.50 - 25.00	na

BLOOMINGTON PARKS & RECREATION

PROGRAM UNIT: BANNEKER COMMUNITY CENTER

Cost Recovery Goal = 20%

NON-REVERTING FUND		
FACILITY RENTAL	2018 IN CITY FEES (plus deposit - see below)	2018 OUT OF CITY FEES (plus deposit - see below)
Rental during operational hours	per hour	per hour
Category A* - any room	0.00	0.00
Category B** - any room	0.00	0.00
Category C*** - kitchen	30.00	na
Category C*** - 3rd floor	40.00	na
Category C*** - Gymnasium	45.00	na
Category C*** - Gymnasium Bulk	40.00	
Rental during non-operational hours		
Category A* - any room	0.00	0.00
Category B** - gymnasium	35.00	na
Category B** - whole building	75.00	na
Category B** - gymnasium bulk rate	30.00	
Category C*** - gymnasium bulk rate	50.00	
Category C*** - kitchen	40.00	na
Category C*** - Gymnasium	55.00	na
Category C*** - 3rd floor	45.00	na
Category C*** - whole building	140.00	na

*CATEGORY A = Parks department/City departments/MCCSC
**CATEGORY B = Not-for-profit groups/Parks department affiliates
***CATEGORY C = Private use

A fee will be negotiated to any fund-raising or profit-making venture based on type, price, and volume of product being sold, with final approval by the Department Administrator.

All rentals require a 50% deposit.

NON-REVERTING FUND		
PROGRAMS/CLASSES SPECIAL EVENTS	2018 IN CITY FEES	2018 OUT OF CITY FEES
Special Events & Classes	0.00-200.00	na
Banneker Summer Camp	10.00/wk	na

BLOOMINGTON PARKS & RECREATION

PROGRAM UNIT: CEMETERY SERVICES

Cost Recovery Goal = 3%

ROSE HILL CEMETERY - GENERAL FUND		
LOT SALES	**2018 IN CITY FEES**	**2018 OUT OF CITY FEES**
Individual lots	NONE AVAILABLE	NONE AVAILABLE
Plot Survey Request	25.00-200.00	25.00-200.00
Cremain lots - per space	550.00	675.00
Mausoleum niches for ashes	1400.00	1500.00
MAUSOLEUM		
INTERMENT/DISINTERMENT		
Monday - Friday	575.00 with additional fee of 150 if arriving after 2 pm	575.00 with additional fee of 150 if arriving after 2 pm
Saturday	825.00	825.00
INURNMENT/DISINURNMENT		
Monday - Friday	425.00 with additional fee of 150 if arriving after 2 pm	425.00 with additional fee of 150 if arriving after 2 pm
Saturday	675.00	675.00

WHITE OAK CEMETERY - GENERAL FUND		
LOT SALES	**2018 IN CITY FEES**	**2018 OUT OF CITY FEES**
Individual lots - per space (4' x 10")	700.00	850.00
Trustees (includes lot and interment)	550.00	550.00

BOTH ROSE HILL & WHITE OAK CEMETERY - GF		
INTERMENT/DISINTERMENT	**2018 IN CITY FEES**	**2018 OUT OF CITY FEES**
GROUND		
Monday - Friday	700.00 with additional fee of 250 if arriving after 2 pm	700.00 with additional fee of 250 if arriving after 2 pm
Saturday	1000.00	1000.00
INURNMENT/DISINURNMENT		
Monday-Friday	425.00 with additional fee of 150.00 if arriving after 2 pm	425.00 with additional fee of 150.00 if arriving after 2 pm
Saturday	675.00	675.00

BLOOMINGTON PARKS & RECREATION

PROGRAM UNIT: COMMUNITY EVENTS - FARMERS' MKT

Cost Recovery Goal = 100%

NON-REVERTING FUND

FARMERS' MARKET SATURDAYS IN APRIL (based on 4 Market days)	2018 IN CITY FEES	2018 OUT OF CITY FEES
Application Fee*	20.00	na
April- Saturday Farmers' Market reserved spaces:		
Large space	72.00 ($18/day)	na
Large space - Senior** or Youth*** rate	48.00 ($12/day)	na
Small space	40.00 ($10/day)	na
Small space - Senior** or Youth*** rate	28.00 ($7/day)	na
April- Saturday Farmers' Market unreserved spaces:		
Large space - per day	18.00	na
Large space - Senior** or Youth*** rate - per day	12.00	na
Small space - per day	10.00	na
Small space - Senior** or Youth*** rate - per day	7.00	na

NOVEMBER FARMERS' MARKET (based on 3 "regular" Market days in November) (4th Market Day in November is the Holiday Market)	2018 IN CITY FEES	2018 OUT OF CITY FEES
Application Fee*	20.00	na
Large space	54.00 ($18/day)	na
Large space - Senior** or Youth*** rate	36.00 ($12/day)	na
Small space	30.00 ($10/day)	na
Small space - Senior** or Youth*** rate	21.00 ($7/day)	na
Farmers' Market unreserved spaces:		
Large space - per day	18.00	na
Large space - Senior rate** - per day	12.00	na
Small space - per day	10.00	na
Small space - Senior** or Youth*** rate per day	7.00	na
Holiday Market - reserved large	30.00	na
Holiday Market - local product for profit	40.00	na
Holiday Market - local product non-profit	25.00	na

* Application fee is a one-time fee to cover administrative costs associated with signing up to sell at Market: verifying application information, vendor newsletter, and being added to the Market mailing list.

** Senior rate applies only if all vendors on contract are 60 years of age or older

*** Youth rate applies only if all vendors on contract are 16 years of age or younger

BLOOMINGTON PARKS & RECREATION

PROGRAM UNIT: COMMUNITY EVENTS - FARMERS' MARKET

Cost Recovery Goal = 100%

NON-REVERTING FUND

FARMERS' MARKET SATURDAYS IN MAY THRU OCTOBER	2018 IN CITY FEES	2018 OUT OF CITY FEES
Application Fee*	20.00	na
Saturday Farmers' Market reserved spaces:		
Large space	468.00	na
Large space - Senior** or Youth*** rate	312.00	na
Small space	260.00	na
Small space - Senior** or Youth*** rate	182.00	na
Farmers' Market unreserved spaces:		
Large space - per day (same for 2nd space)	18.00	na
Large space - Senior** or Youth*** rate - per day (same for	12.00	na
Small space - per day (same for 2nd space)	10.00	na
Small space - Senior** or Youth*** rate per day (same for 2nd)	7.00	na

TUESDAY FARMERS' MARKET	2018 IN CITY FEES	2018 OUT OF CITY FEES
Application Fee*	20.00	na
Tuesday Farmers' Market reserved spaces:		
Space	119.00 ($7.00/day)	na
Space - Senior** or Youth*** rate per day	85.00 ($5.00/day)	na
Tuesday Farmers' Market unreserved spaces:		
Space - per day	7.00	na
Space - Senior** or Youth*** rate per day	5.00	na

MISCELLANEOUS	2018 IN CITY FEES	2018 OUT OF CITY FEES
Homegrown Indiana Farm Tour	5.00 - 100.00	na
Information Table - Application Fee	10.00	na
Information Table space - per day	10.00	na
Prepared Food Vendor/Food Trucks/Pushcarts	10.00 - 499.00 +10% of gross proceeds	na
Mushroom Inspection per occurrence	5.00	na

* Application fee is a one-time fee to cover administrative costs associated with signing up to sell at Market: Verifying application information, vendor newsletter, and being added to the Market mailing list.

** Senior rate applies only if all vendors on contract are 60 years of age or older

*** Youth rate applies only if all vendors on contract are 16 years of age or younger

BLOOMINGTON PARKS & RECREATION

PROGRAM UNIT: COMMUNITY EVENTS

Cost Recovery Goal = 30%

NON-REVERTING FUND		
GARDENS	**2018 IN CITY FEES**	**2018 OUT OF CITY FEES**
Willie Streeter Gardens***		
large plots (10' x 20')	73.00	85.00
small plots (10' x 10')	37.00	44.00
raised beds (10' X 10')	37.00	44.00
Garden clearing fee - large plots	60.00-120.00	na
Garden clearing fee - small plots	30.00-60.00	na
Garden clearing fee - raised beds	30.00-60.00	na
Rev. Butler Park Gardens***		
large plots (avg 140 sq. ft.)	51.00	59.00
small plots (avg 95 sq. ft.)	33.00	38.00
raised beds	33.00	38.00

WALDRON, HILL, AND BUSKIRK PARK STAGE RENTAL	**2018 IN CITY FEES**	**2018 OUT OF CITY FEES**
Category I* without lights	100.00 per day	na
Category I* with theatrical lights	125.00 per day	na
Category II* without lights	125.00 per day	na
Catergory II** with theatrical lights	156.00 per day	na
Deposit on stage rental - refundable	50.00	na

PROGRAMS/CLASSES SPECIAL EVENTS	**2018 IN CITY FEES**	**2018 OUT OF CITY FEES**
Special Events & Classes	0-200.00	na
A FAIR OF THE ARTS 2ND SATURDAY OF MONTH MAY - OCTOBER	**2018 IN CITY FEES**	**2018 OUT OF CITY FEES**
Application Fee	15.00	na
Booth Space	55.00	na
HOLIDAY MARKET ARTS FAIR	**2018 IN CITY FEES**	**2018 OUT OF CITY FEES**
Jury Fee	20.00	na
Booth Space - Indoor 6x8'	65.00	na
Booth Space - Indoor 4x6'	60.00	na
Booth Space - Outdoor 10x10'	55.00	na
Electricity w/Booth Space	10.00	na

* Category I - Not-for-Profit groups (must provide proof of 501 © 3 status at time of rental)
**Category II - Profit making groups/all other groups
*** Community Garden Plots will be discountd by 50% for gardeners who have already rented a plot and would like an additional plot after June 30, 2018.

BLOOMINGTON PARKS & RECREATION

PROGRAM UNIT: COMMUNITY EVENTS

Cost Recovery Goal = 30%

NON-REVERTING FUND		
MOBILE STAGE RENTAL	2018 IN CITY FEES	2018 OUT OF CITY FEES
Mobile Stage rental		
without lights - Category I*	750.00/day +375.00 deposit	na
Stage Supervisor***	20.00 - 30.00	na
with theatrical lights - Category I*	1,000.00/day +500.00 deposit	na
Stage Supervisor***	20.00 - 30.00	na
without lights - Category II**	1,0000.00/day +500.00 deposit	na
Stage Supervisor***	20.00 - 30.00	na
with theatrical lights - Category II**	1,250.00/day +625.00 deposit	na
Stage Supervisor***	20.00 - 30.00***	na

*****STAGE SUPERVISOR MANDATORY WITH ALL MOBILE STAGE RENTALS**
*****FEE IN RANGE TO BE DETERMINED BY EVENT & STAFFING AVAILABILITY**

OTHER RENTAL	2018 IN CITY FEES	2018 OUT OF CITY FEES
Stage Platforms		
for 7 platforms	365.00/day +185.00 deposit	na
single platform	60.00/day +75.00 deposit	na
Risers (small platforms)		
6 platforms	365.00/day +185.00 deposit	na
single platform	60.00/day +75.00 deposit	na
Stairs	$50.00/day + $25.00 deposit	na

* Category I - Not-for-Profit groups (must provide proof of 501(c)3 status at time of rental)
**Category II - Profit making groups/all other groups
Groups are responsible for transporting and set up.

BLOOMINGTON PARKS & RECREATION

PROGRAM UNIT: FRANK SOUTHERN ICE ARENA

Cost Recovery Goal = 75%

GENERAL FUND

USER FEES FACILITY RENTAL	2017/2018 IN CITY FEES	2017/2018 OUT OF CITY FEES
Public Skating (ages 4 and under FREE)	6.00	na
Skate Rental	3.00	na
Economy Pass (10 admissions)	54.00	na
Group Rates - Skates included	5.00	na
Group Rates - Skates excluded	4.00	na
Drop-In Hockey (formerly Stick & Puck)	10.00	na
Skate Sharpening		
Drop off	6.00	na
New Skates	10.00	na
Immediate service	7.00	na
Rink Rental	per hour	per hour
Prime Time (8 a.m. - 11 p.m.)	195.00	na
Non-Prime Time	175.00	na
Birthday Party Room (flat fee)	60.00	na
Birthday Party Room Package (10 adm w/skates)	100.00	na

NON-REVERTING FUND

PROGRAMS/CLASSES SPECIAL EVENTS	2017/2018 IN CITY FEES	2017/2018 OUT OF CITY FEES
Men's League 12 games & 1 tournament	170.00	185.00
Group Lessons/per participant The Skating School	(fall 2018) 80.00	(fall 2018) 90.00
Hockey Initiation	50.00	55.00
Youth Hockey - Cubs	170.00	185.00
Youth Hockey - all others	260.00	275.00
Special Events	2.00 - 100.00	na

Concessions Services	2017/2018 IN CITY FEES	2017/2018 OUT OF CITY FEES
Concession items	.25 - 18.00	na

BLOOMINGTON PARKS & RECREATION

PROGRAM UNIT: GOLF SERVICES

Cost Recovery Goal = 85%

GENERAL FUND

GREEN FEES/SEASON PASSES OTHER	2018 IN CITY FEES	2018 OUT OF CITY FEES
Cascades Special - 18 Holes & Cart	30.00	na
Green Fees	20.00	na
Green Fees - 9 holes	13.00	na
Twilight Green Fees	15.00	na
League play Green Fees	13.00	na
Adult season pass	525.00	565.00
Spouse season pass	200.00	240.00
Family season pass	725.00	840.00
Senior (age 62+) season pass	480.00	515.00
Senior Spouse (age 62+) season pass	200.00	230.00
Junior season pass (18 and under)	200.00	230.00
Student 18 over Valid Student ID	375.00	400.00
9-hole/10 play pass - each visit is one play	120.00	120.00
10 play pass - each visit is one play	165.00	165.00
Locker rental (includes sales tax)	40.00	40.00
Range Balls - per bucket (large and small)	5.00 and 3.00	na
20 Bucket Range Ball Pass	80.00	na
Cart rental - per person - 9 holes	7.00	na
Cart rental - per person - 18 holes	14.00	na
Spectator cart rental - 9 holes	15.00	na
Spectator cart rental - 18 holes	25.00	na
Tournament Fee	25.00	na
Tournament/Outings - per person varies by number of players & format	13.00 - 36.00	na
Student Green Fee - with student I.D.	15.00	na
2018 Pine 9 Special - with cart	$1.00 per hole	na

NON-REVERTING FUND

CLUBHOUSE RENTAL PROGRAMS/CLASSES SPECIAL EVENTS	2018 IN CITY FEES	2018 OUT OF CITY FEES
Clubhouse - any day of the week 9:00 a.m. to 6:00 p.m.	150.00+ 150.00 deposit	na
Clubhouse - any evening of the week 6:00 p.m. to 1:00 a.m.	250.00+ 250.00 deposit	na
Junior Golf Camp	90.00	100.00
Group Golf Clinics	20.00	25.00
League Fees	5.00 - 25.00	na
Tournament Entry	15.00 - 50.00	na
Prize Fund	1.00 - 15.00	na
Concessions Services	**2018 IN CITY FEES**	**2018 OUT OF CITY FEES**
Concession items	.25 - 18.00	na

BLOOMINGTON PARKS & RECREATION

PROGRAM UNIT: NATURAL RESOURCES

Cost Recovery Goal = 20%

No Changes

NON-REVERTING FUND

LAUNCH PERMITS BOAT/CANOE RENTAL/MISC PROGRAMS/CLASSES SPECIAL EVENTS	2018 IN CITY FEES	2018 OUT OF CITY FEES
Launch Permits:		
Annual - non-motorized	70.00	na
2nd annual - non-motorized	10.00	na
Daily permit	7.00	na
Canoe/Boat rental:		
Per hour	8.00	na
10 pass	70.00	na
Misc/life jacket rental	1.00	na
Educational Programs:		
Private groups	22.00/hr (up to 15 persons)	na
Individual - depending on program	0.00 - 50.00/hr	na
Wapehani Cycling events:		
1 to 100 participants	100.00	na
over 100 participants	additional 1.00 each	na

BLOOMINGTON PARKS & RECREATION

PROGRAM UNIT: OPERATIONS SERVICES

Cost Recovery Goal = 5%

No Changes

NON-REVERTING FUND

SHELTER RENTAL	2018 IN CITY FEES	2018 OUT OF CITY FEES
Small picnic shelter: (weekdays M-F)		
Bryan-Henderson	50.00	na
Bryan - North	50.00	na
Building Trades	50.00	na
RCA	50.00	na
Small picnic shelter: (weekends & holidays)		
Bryan-Henderson	53.00	na
Bryan - North	53.00	na
Building Trades	53.00	na
RCA	53.00	na
Large Picnic Shelter: (weekdays M-F)		
Bryan - Woodlawn	63.00	na
Winslow Woods	58.00	na
Lion's Den (Upper Cascades)	63.00	na
Sycamore (Lower Cascades North)	73.00	na
Waterfall (Lower Cascades South)	63.00	na
Young Pavilion (Olcott Park)	63.00	na
RCA Group	58.00	na
Large Picnic Shelter: (weekends & holidays)		
Bryan - Woodlawn	78.00	na
Winslow Woods	68.00	na
Lion's Den (Upper Cascades)	78.00	na
Sycamore (Lower Cascades North)	88.00	na
Waterfall (Lower Cascades South)	78.00	na
Young Pavilion (Olcott Park)	78.00	na
RCA Group	68.00	na

BLOOMINGTON PARKS & RECREATION

PROGRAM UNIT: TWIN LAKES RECREATION CENTER

Cost Recovery Goal = 100%

NON-REVERTING FUND

MEMBERSHIPS/RENTALS	2018 Daily	2018
Memberships*		
Daily: 6 & under	N/C	
Daily fee for ages 7 to 18 and 62+	7.00	
Daily fee for ages 18 and over	8.00	
Adult (direct debit) monthly		35.00
Student (direct debit) monthly		30.00
Senior (direct debit) monthly		30.00
Two Person (direct debit) monthly		55.00
Two Senior (direct debit) monthly		45.00
Family (direct debit) monthly		65.00
Adult monthly		40.00
Student monthly		30.00
Senior monthly		35.00
Two Person monthly		60.00
Two Senior monthly		50.00
Family monthly		70.00
Adult 6 Month PIF		200.00
Student 6 Month PIF		155.00
Senior 6 Month PIF		175.00
Two Person 6 Month PIF		300.00
Two Senior 6 Month PIF		250.00
Family 6 Month PIF		350.00
Adult 12 Month PIF		360.00
Student 12 Month PIF		270.00
Senior 12 Month PIF		315.00
Two Person 12 Month PIF		540.00
Two Senior 12 Month PIF		450.00
Family 12 Month PIF		630.00
COB Employee Rate - Adult - (direct debit)	n/a	* 27/month
COB Employee Rate - 2 Adult - (direct debit)	n/a	* 42/month
COB Employee Rate - Family - (direct debit)	n/a	* 49/month
COB Employee Rate - Adult - 6 Month PIF	n/a	150.00
COB Employee Rate - 2 Adult - 6 Month PIF	n/a	225.00
COB Employee Rate - Family - 6 Month PIF	n/a	263.00
COB Employee Rate - Adult - 12 Month PIF	n/a	270.00
COB Employee Rate - 2 Adult - 12 Month PIF	n/a	405.00
COB Employee Rate - Family - 12 Month PIF	n/a	473.00
Pro-rated fee for 2 Adult/Family		2.00 - 54.00
CITY ID needed as verification of employment. COB rate is for employees with benefits only.		
RENTALS	**IN-CITY**	**OUT OF CITY**
Basketball competitions, per court. Renter has option of keeping the admissions revenue.	40.00/court	na
Basketball Practice - full court	30.00/court	na
Basketball Practice - full court bulk use	25.00/court	na

BLOOMINGTON PARKS & RECREATION

PROGRAM UNIT: TWIN LAKES RECREATION CENTER

Cost Recovery Goal = 100%

NON-REVERTING FUND		
PROGRAMS/CLASSES	**2018 IN CITY FEES**	**2018 OUT OF CITY FEES**
Basketball Leagues		
*Season I	75.00/player	na
*Season II	85.00/player	na
*Season III	85.00/player	na
*Late Registration Fee	10.00	na
Basketball Clinics	25.00-80.00	na
COURT/FIELD RENTAL - PER HOUR	**2018**	**2018**
Turf Field - Summer (Apr - Sept)	70.00/hour	na
Turf Field - Regular (Oct - March)	100.00/hour	na
PARTIES	**2018**	**2018**
Party Room	45.00/hour	na
Party Room Rental w/court use	65.00/hour	na
Party Room Rental w/turf (Apr-Sept)	105.00/hour	na
Party Room Rental w/turf (Oct-Mar)	130.00/hour	na
Party Room Rental w/studio A or B	80.00/hour	na
ROOM RENTALS	**2018**	**2018**
Entire Lower Level	155.00/hour	na
Studio A	65.00/hour	na
Studio B	60.00/hour	na
Program Room	45.00/hour	na
FACILITY RENTAL - PER HOUR	**2018 IN CITY FEES**	**2018 OUT OF CITY FEES**
6 FT Rectangle Table	6.00/day	na
8 FT Rectangle Table	7.00/day	na
60" Round Table	8.00/day	na
Folding Chairs (white plastic, padded or non-padded)	1.00/day	na
these furnishings are available for TLRC facility rental use only		

CONCESSIONS SERVICES	**2018 IN CITY FEES**	**2018 OUT OF CITY FEES**
Concession items	.25 - 25.00	na

BLOOMINGTON PARKS & RECREATION

PROGRAM UNIT: TLRC FITNESS

No Changes

Cost Recovery Goal = 100%

NON-REVERTING FUND

PROGRAMS/CLASSES SPECIAL EVENTS	2018 IN CITY FEES	2018 OUT OF CITY FEES
Instructional classes - depending on class type	5.00 - 200.00	na
Personal Training	130.00 - 895.00	na
Group Fitness classes	10.00 - 100.00	na
Private Fitness classes	50.00 - 300.00	na
Punch Passes	7.00 - 60.00	na
Fitness assessments	5.00 - 50.00	na

BLOOMINGTON PARKS & RECREATION

PROGRAM UNIT: YOUTH PROGRAMS

Cost Recovery Goal = 50%

Allison-Jukebox Community Center

NON-REVERTING FUND

FACILITY RENTAL	2018 IN CITY FEES	2018 OUT OF CITY FEES
All Allison Jukebox rentals require a 50% deposit		
Activity rooms (two available)	per hour	per hour
Category A*	30.00	na
Category B**	40.00	na
Category C***	50.00	na
Restroom only with park use	per hour	per hour
Category A*	25.00	na
Category B**	35.00	na
Category C***	45.00	na
Whole Building	per hour	per hour
Category A*	50.00	na
Category B**	60.00	na
Category C***	85.00	na

*CATEGORY A = Parks department/City departments/MCCSC
**CATEGORY B = Not-for-profit groups/Parks department affiliates
***CATEGORY C = Private use

PROGRAMS/CLASSES SPECIAL EVENTS	2018 IN CITY FEES	2018 OUT OF CITY FEES
Kid City Camps*	per week	per week
Kid City Original	170.00	175.00
Kid City Quest	160.00	165.00
CIT program - grades 8 - 10 (2 week sessions)	170.00	175.00
Kid City Break Days - per day**	35.00	35.00
Programs/Classes/Special Events	1.00-300.00	1.00-300.00

* a non-refundable deposit of $35/session/child is due at time of registration - deposit is applied to session fee
** a $5.00 late fee will be assessed for Break Days late registrations beginning Ausugst 2018

BLOOMINGTON PARKS & RECREATION

PROGRAM UNIT: MISCELLANEOUS

GENERAL FUND

MISCELLANEOUS	2018 IN CITY FEES	2018 OUT OF CITY FEES
Application Fee - Fee Waiver	5.00	na*
Return Check Fee	20.00	na

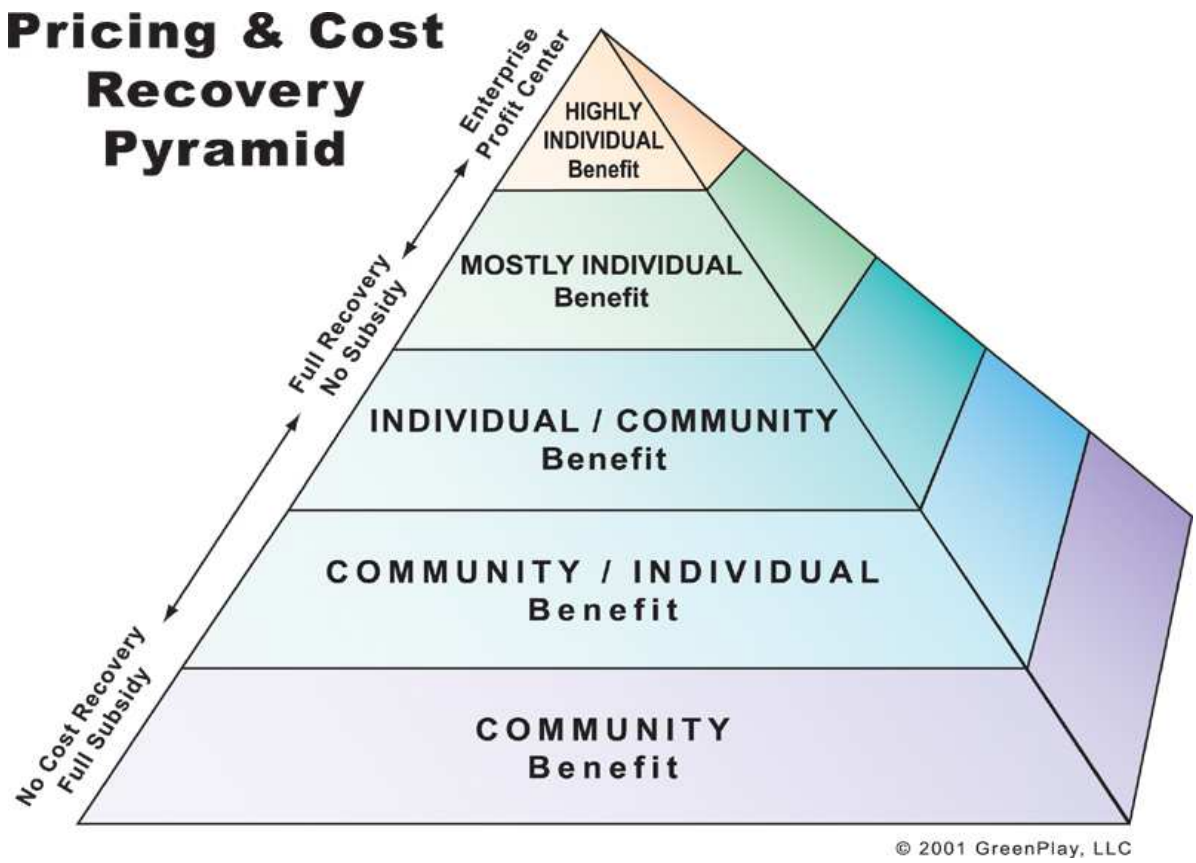
*** Out-of-City residents are not eligible to receive Fee Waivers**

NON-REVERTING FUND

MISCELLANEOUS	2018 IN CITY FEES	2018 OUT OF CITY FEES
Health/Wellness services	5.00 - 60.00	na
Late registration fees		
Programs with fees $50.00 or less	5.00	na
Programs with fees $50.01 - $149.99	10.00	na
Programs with fees $150.00 or more	25.00	na
Transaction fees		
Admission/Entry fees	.10 - .50	na
Registration/Player fees	1.00 - 2.00	na
Membership/Team fees	na	na
Program fees		
Programs under $10.00	0.50	na
Programs over $10.00	1.00	na
Fitness in the Park Permit	10.00/hr	na
Permit Processing fees		
Category A*	0.00	na
Category B**	10.00	na
Category C***	15.00	na
Category D****	30.00	na
Category E*****	150.00	na
Application Fees	25.00	na
Vending Fees	$25 non-profit $35 profit	na
Alcohol Permit Fee (Approval required)	$200 or 10% gross whichever is higher	na
Damage Deposit (refundable)	75.00	na
Return Check Fee	20.00	na

* Category A - Parks department/City departments/MCCSC
** Category B - Not-for-Profit groups/department affiliates
***Category C - Private use - City residents
****Category D - Private use - Out-of-City residents
*******Category E - Special Event - for large-scale special events, department staff will determine which events fall under this category, based on size, scope and nature of event.**

A fee will be negotiated to any fund-raising or profit making venture based on type, price and volume of product being sold, with final approval by the department Administrator.


Pricing & Cost Recovery Pyramid
Enterprise Profit Center
Full Recovery No Subsidy
No Cost Recovery Full Subsidy
HIGHLY INDIVIDUAL Benefit
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COMMUNITY / INDIVIDUAL Benefit
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CITY OF BLOOMINGTON
parks and recreation

STAFF REPORT

Agenda Item: D-2
Date: 10/24/2017

Administrator
Review\Approval
PM

TO: Board of Park Commissioners
FROM: Amy Shrake, Program/Facility/Inclusive Coordinator
DATE: **October 17, 2017**
SUBJECT: **Kid City Summer update**

Background

Kid City has served working families since 1993. Campers in grades K-10 gather at the Allison-Jukebox building to experience their community with numerous field trips, community presenters and activities. In the summer of 2017, Kid City served 248 campers, and continued a partnership with Ivy Tech.

RESPECTFULLY SUBMITTED,

Ay Shrake, CTRS

Program/Facility Coordinator