CITY OF BLOOMINGTON
parks and recreation

AGENDA

City of Bloomington Board of Park Commissioners — Council Chambers
Regular Meeting: Tuesday, November 28, 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 October 24, 2017
A-2. Approval of Claims Submitted October 21, 2017 – November 24, 2017
A-3. Approval of Non-Reverting Budget Amendments
A-4. Review of Business Report
A-5. Declaration of Surplus

B. PUBLIC HEARINGS/APPEARANCES

B-1.	Public Comment Period	-		
B-2.	Bravo Award	-	Bloomington Rotary Club	(Sarah Owen)
B-3.	Parks Partner Award	-	CFC, Inc.	(Sarah Owen)
B-4.	Staff Introductions	-		

C. OTHER BUSINESS

C-1.	Review/Approval of 2018 Non Reverting Budget	(Paula McDevitt)
C-2.	Review/Approval of 2018 Event Permit Application Changes	(Crystal Ritter)
C-3.	Review/Approval of contract with Snider Recreation, Inc.	(Barb Dunbar)
C-4.	Review/Approval of 2018 service agreements for Operations Division (11)	(Barb Dunbar)
C-5.	Review/Approval of contract with Bluestone Tree LLC	(Lee Huss)
C-6.	Review/Approval of contract with City Glass of Bloomington	(John Turnbull)
C-7.	Review/Approval of contract addendum with C&H Lawn & Landscaping	(John Turnbull)
C-8.	Review/Approval of contract with Clark Excavating	(John Turnbull)
C-9.	Review/Approval of contract with Bruce Wilds Security	(Steve Cotter)
C-10.	Review/Approval of 2017 Price Schedule	(Division Directors)

D. REPORTS

D-1.	Operations Division	-	No report
D-2.	Recreation Division	-	No report
D-3.	Sports Division	-	No report
D-4.	Administration Division	-	No report

ADJOURNMENT

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

CITY OF BLOOMINGTON
parks and recreation

A-1
11-28-2017

Board of Park Commissioners
Regular Meeting
Minutes

Tuesday, October 24, 2017
4:00 p.m.

Council Chambers
401 N. Morton

CALL TO ORDER
The meeting was called to order by Ms. Kathleen Mills at 4:00 p.m.

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

Staff Present: Ms. Pauline McDevitt, Mr. Dave Williams, Ms. Becky Higgins, Ms. Julie Ramey, Ms. Kim Clapp, Mr. Steve Cotter, Mr. Aaron Craig, Mr. Mark Sterner, Ms. Dee Tuttle, Ms. Joanna Sparks, Ms. Sarah Owen, Ms. Leslie Brinson, Ms. Marcia Veldman, Ms. Hannah Brock, Ms. Amy Shrake, Ms. Chelsea Burris

A. PUBLIC HEARINGS/APPEARANCES

A. CONSENT CALENDAR
A-1. Approval of Minutes of September 19, 2017 and October 2, 2017 Meetings
A-2. Approval of Claims Submitted September 16, 2017 through October 20, 2017
A-3. Approval of Non-Reverting Budget Amendments
A-4. Review of Business Report
A-5. Approval of Surplus

Mr. Joe Hoffman made a motion to approve the Consent Calendar. Ms. Darcie Fawcett seconded the motion. Motion unanimously carried.

B. PUBLIC HEARINGS/APPEARANCES

B-1. Public Comment Period – None

B–2. Bravo Award – Mr. Terry Clark
Ms. Sarah Owen, Community Relations Coordinator, Bloomington Parks and Recreation Department (BPRD) would like to recognize Terry Clark as our October BRAVO Award recipient, for his assistance with the Indiana Trails Study. BPRD partnered with Eppley Institute for Parks and Public Lands collecting data from trail users. The data collected during this four week period, will be used for trail planning and management throughout the state of Indiana. Mr. Clark recently located to Indiana. Mr. Clark is a certified Master Gardener and a Master Naturalist, who has previously volunteered with the Sycamore Land Trust. Mr. Clark's passion for nature and the outdoors is evident, and we are so appreciative of the significant amount of time he provided to BPRD during the Indiana Trails Study. Unfortunately Mr. Clark was unable to be with us today.

B-3. Parks Partner Award – None

B-4. Staff Introduction

C. OTHER BUSINESS

C-1. Review/Approval of Access License Agreement with IU Health Bloomington

Mr. Steve Cotter, Natural Resources Manager, IU Health's construction and development of a new academic health facility and accompanying facilities at State Road 46 and 14th Street, Bloomington, Indiana will impact a stream located in the construction area, which IU Health desires to remove. IU Health will be required to perform stream mitigation and five (5) years of monitoring pursuant to the Conceptual Mitigation and Monitory Plan prepared by Metric Environmental, LLC. The steam mitigation will enhance the existing riparian swale located on the southern perimeter of the Ferguson Dog Park. This project will greatly improve the habitat, as the plan includes adding over 400 trees, 150 shrubs, along with some understory plants to the area.

The Board inquired, is this essentially being done as a substitute for some degradation of habitat that's going to happen during the construction?

Mr. Cotter commented, yes. A short stretch of intermittent stream will be effected at the site that is being built on, so this stretch of steam will be enhanced.

The Board inquired, will the effects on the stream be permanent or temporary?

Mr. Cotter commented, the stretch of intermittent stream on the campus will be covered over.

The Board confirmed, that is why it's nice, that this is in the same watershed.

Mr. Cotter responded, yes.

The Board confirmed, IU Medical is responsible for the establishment and maintaining the area.

Mr. Cotter responded, that's correct. There is a five year period that IU Medical will be responsible for maintaining the area. IU Medical will be financially responsible for everything, the project, the maintenance, and monitoring of the area for five years.

The Board inquired, after the five year period, then presumably the area self maintains at a certain point?

Mr. Cotter responded, there will be some maintenance, but we anticipate it will take less maintenance than mowing.

Mr. Joe Hoffman motioned to approve the Indiana University Health Bloomington Hospital Stream Mitigation Agreement for Ferguson Dog Park. Ms. Darcie Fawcett seconded the motion. The motion was unanimously carried.

C 2. Review/Approval of Affordable Housing Project RFP

Ms. Paula McDevitt, Director, 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 proposal consists of two multifamily apartment buildings. The 16 units, all with long term affordability for low-income families, include three units specifically designed for individuals with disabilities. The approval of the proposal would initiate the draft of a ground lease to SCIHO, to be reviewed and approved by the Board at the November 25, 2017 meeting. The property is located next to the Switchyard Park and is zoned as Residential High-Density Multifamily district. The property, will be leased to SCIHO for a period of 99 years at a rate of $1.00 per year. SCHIO will be responsible for all costs, including demolition, development, permits, approvals; property management including parking and trash removal. SCIHO was the only respondent to RFP#2107-BPR-1.

Mr. Joe Hoffman motioned to approve the proposal for the Affordable Housing Development. Ms. Darcie Fawcett seconded the motion. The motion was unanimously carried.

C-3 Review/Approval of Lease-Purchase of Solar Panels
Ms. Anahit Behjou, Assistant City Attorney, on behalf of Mr. Jeffery Underwood, Controller is requesting your support for the lease purchase agreement for solar panels. The contract to finance the solar panels, will be between the City and Bank of America. A contract savings agreement was signed and approved by Council earlier this year. The Agreement allows Energy Systems Group (ESG) to have solar panels placed on 30 City owned facilities. Thirteen of these facilities are owned by Parks. The Parks Department will be responsible for one third, approximately $300,000, of the total cost.

The Board inquired, of the 33% that is Park's responsibility, how much will be due in 2018? Was this amount in the 2018 budget? If not, will this affect any 2018 programs? Is the Department comfortable we can make this payment?

Ms. McDevitt responded, there should only be one payment of $150,000 due in 2018. We are currently reviewing the 2018 budget in both the General Fund and Non-Reverting Fund. With the Non-Reverting balance and 2018 revenue projection, we feel we will be able to make the $150,000 payment in 2018. The 2018 programing will not be affect by the payment. The 2019 payments will be included in the 2019 budget. The solar panels with create future savings in utilities in the years to come.

Mr. Joe Hoffman motioned to approve the proposal for the Lease-Purchase of Solar Panels. Ms. Darcie Fawcett seconded the motion. The motion was unanimously carried.

C-4 Review/Approval of Contract with The Production House.
Ms. Julie Ramey, The Department wishes to have a five-minute video application for the 2018 Gold Medal Award of Excellence from the National Recreation and Parks Association, and to create web-based promotional videos. The Department requires the services of a professional consultant to capture high-quality, professional digital video footage of seasonal events and programs. The consultant will provide 30 hours of video shooting, production and editing toward the completion this project, for a sum not to exceed $2,025.00. Staff recommends approval of this contract with The Production House, a full service multimedia design and production company.

Mr. Joe Hoffman motioned to approve the contract for services with The Production House. Ms. Darcie Fawcett seconded the motion. The motion was unanimously carried.

C-5 Review/Approval of Partnership Agreement with Bloomington Blades Youth Hockey Association
Ms. Dee Tuttle, Sports Facility/Program Manager, the Department wishes 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. 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. Estimated revenue is $14,000 for practices and $12,000 for home games.
Ms. Tuttle invited John Hill, President, Bloomington Blades Youth Hockey Association to the podium.

Mr. John Hill approached the podium. I'm John Hill, President of the youth program here in Bloomington. We worked very closely with Dee, and have limited ice options in this city with just one rink. There are a lot of programs competing for that ice time, college, high school, youth program, and city organizations. What this partnership means is efficient use of the resources. Being able to provide our coaches to the House Program, so the House kids are getting good instruction in hockey as well. It means our travel players have more ice time that we don't have to try to buy separately. We have both programs using the one resource at the same time, which saves money and time for everyone. On the financial front, if you were to compare it to an Evansville situation. Our travel players, between what they pay to be in the House Program and the Travel Program is about $800 a year. The same kid in Evansville pays approximately $2,400. We are at about a third the cost, the same thing goes for Indianapolis programs. Being able to partner keeps the cost down for our families, and basically makes hockey a very accessible sport for anybody that wants to play. We also use the House Program as a source for recruiting more players to be on the travel team, as they decide they like

playing hockey. Dee works with us a lot, making sure we're using ice efficiently. We're even practicing before school in the morning, to try to use the ice before 7:00 a.m. We are trying to find creative ways to make sure everyone gets as much ice time as they can. We've had a pretty good year this year. On the support front, we just received a $5000 fund from the fraternities on campus that play hockey. That's been marked to serve as scholarship money for our players. We do quite a bit of fundraising in the community, to try to keep costs down as well. We will try to raise another $5000 a year to offset fees. We're looking at all sorts of possible ways to make hockey affordable as possible, and to make the ice go as far as possible.

Mr. Joe Hoffman motioned to approve the agreement with Bloomington Blades Youth Hockey Association. Ms. Darcie Fawcett seconded the motion. The motion was unanimously carried.

C-6 Review/Approval of Partnership Agreement with Bloomington Blades High School Hockey Program

Ms. Dee Tuttle, Sports Facility/Program Manager, the Department wishes 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. The purpose of this Agreement is to outline a program partnership which will provide an effective high school program for the Bloomington community by combining available resources from each partner. Estimated revenue is $20,000 for practices and $3,120 for 8 home games. Ms. Tuttle invited Mr. Allan Strieb to the podium.

Mr. Allan Strieb approached the podium. I'm the president of the Bloomington High School Blades Hockey Association. Sometimes there is some confusion, because we have a youth program and a high school program both called the blades, but we are a separate associations. This is my first year as president for the high school, I've previously served as both treasurer and president of the Youth Association. This year we have 21 players in the high school team. They are mostly from the Bloomington area with one or two from slightly farther outlying areas. Last year we had a really great season. I don't know if you remember Coach Chapel predicting, last year was going to be one of our best teams ever, and it turned out that it was. We went to the state tournament in the 4-A division, which is the highest division. We ended up losing in the final round of the playoffs, and lost to Culver Academy, that ultimately went on to win the state championship. That team actually recruits nationwide for players. We are very proud of last year's success, and it really was one of the best teams we've ever had at the high school level. We graduated eight seniors last year, and this year we're rebuilding a little bit both in terms of playing skill and leadership on the team. We're hoping for another strong season, but don't know if we'll quite reach what we did last year. Our goal is to keep a strong high school hockey team representing Bloomington.

Mr. Joe Hoffman motioned to approve the agreement with Bloomington Blades High School Hockey. Ms. Darcie Fawcett seconded the motion. The motion was unanimously carried.

C-7 Review/Approval of Partnership Agreement with Bloomington Figure Skating Club

Ms. Dee Tuttle, Sports Facility/Program Manager, the Department wishes to provide an opportunity for the Bloomington community to participate in a diverse figure skating program, not otherwise available, which will be designed to introduce beginners participants to the sports, as well as for skill advancement. 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. Estimated revenue is $16,500 for the season. Ms. Tuttle invited Ms. Stephanie Jaycob, Bloomington Figure Skating Liaison to the podium.

Ms. Stephanie Jaycob approached the podium. I serve as the liaison from the Bloomington Figure Skating Club with BPRD. We provide training through the ISI Skating System. We have approximately 30 members in our club, and about eight coaches. It is entirely a volunteer ran program. We're a not-for-profit organization. We arrange the skating sessions, and connect skaters with their private coaches. We do pay BPRD for the ice time and have regular punch card sessions during the week. Our members have both a donation and a volunteer requirement that exist within our club. The Club helps BPRD with two annual programs, Skate and Scare and Skate with Santa. Our kids get out on the ice and help the little ones out. We serve cookies and

punch, we mingle and help kids get their skates on and off. Our club is very grateful to BPRD for the donated ice time that we get for helping with those programs. We typically attend two competitions during the season, one in Owensboro and our big one at Miami University over in Ohio. At the end of the season, our Club has our own exhibition at the ice rink. It's great to have this relationship with BPRD and Frank Southern Ice Arena. We're grateful for everything that they do for us. We have 30 participants that range literally from high school seniors all the way down to 6 being the youngest. The younger ones are junior members, and a parent or their coach is required to be on the ice with them. The upper levels that can skate alone, and we test throughout the year.

Mr. Joe Hoffman motioned to approve the agreement with Bloomington Figure Skating Club. Ms. Darcie Fawcett seconded the motion. The motion was unanimously carried.

C-8 Review/Approval of Contract for Services with C&H Lawn & Landscaping

Ms. Dee Tuttle, Sports Facility/Program Manager, due to age, inefficiency, and the systems inability to preserve the grass during times of draught, the Department wishes to replace the Winslow Sports Park Irrigation System. The Department requires the services of a professional consultant in order to perform Winslow Sports Park irrigation replacement. Four bids were received with C&H Lawn & Landscaping being the lowest. After interviewing C&H Lawn & Landscaping, staff recommends approval of this contract to them in the amount of $89,986.60.

The Board inquired, if this project could still be completed in 2017.

Ms. Tuttle responded, that is correct. With the current installation process, it means very little interruption to the grass. It's basically installed with a blade that goes in the ground and trenches, then the irrigation line actually follows right behind it. There are specifications as to how deep it has to be installed. As far as our old system goes, we are going to remove all of the current heads, then we can leave all of the piping for the old system without interrupting the new system installation.

The Board confirmed, this bid is about 20 percent lower than the next lowest bid. Are we comfortable C&H Lawn & Landscaping are not putting themselves in a position where they won't be able to do the project correctly?

Ms. Tuttle responded, we did our homework and staff is confident in their ability to complete the project. C&H Lawn & Landscaping have completed some large private projects in the past. They actually put the irrigation system in at Purdue University Football Field and it works efficiently as planned, and completed on their timeline. We feel very comfortable in them being able to complete the project.

Mr. Joe Hoffman motioned to approve the contract C&H Lawn & Landscaping for replacement of irrigation system at Winslow Sports Park. Ms. Darcie Fawcett seconded the motion. The motion was unanimously carried.

C-9 Review/Approval of Contract for Services with Overhead Door of Bloomington

Ms. Dee Tuttle, Sports Facility/Program Manager due to age and doors no longer sealing, the Department wishes to replace two garage doors and two entry doors at Frank Southern Ice Arena. The Department requires the services of a professional consultant in order to demolish and dispose of existing doors, and install four new doors at Frank Southern Ice Arena. This project will be funded from 2016 Reversion Funds. Staff recommends the approval of this contract to Overhead Door of Bloomington in the amount of $7,391.25.

Mr. Joe Hoffman motioned to approve the contract for services with Overhead Door. Ms. Darcie Fawcett seconded the motion. The motion was unanimously carried.

C-10 Review/Approval of Partnership Agreement Bloomington Soccer, LLC

Mr. Mark Sterner, General Manager, Twin Lakes Recreation Center, the Department wishes 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 recreation soccer program. This Agreement outlines a program partnership which will provide an affordable and effective program, designed to provide the Bloomington community developmental soccer programs and recreation soccer leagues by combining available resources from each partner. Mr. Chris Doran was unable to attend tonight's meeting.

Mr. Sterner read the following comments from Mr. Chris Doran. My thanks to the Park Board for considering an extension of the partnership with Bloomington Soccer. Thank you to Paul McDevitt and John Turnbull for their years of support. Most importantly, my gratitude to Mark Sterner and his staff for accommodating my requests for hundreds of hours of field time each year, and providing a top class facility for our classes and leagues. Last year Bloomington Soccer provided instruction for nearly 750 youth players and hosted over 150 teams in our leagues. With the Board's approval, we are committed to offering the most professional soccer instruction and league management possible, at the Twin Lakes Recreation Center in the years ahead.

Mr. Joe Hoffman motioned to approve the partnership agreement with Bloomington Soccer, LLD. Ms. Darcie Fawcett seconded the motion. The motion was unanimously carried.

C-11 Review/Approval of Contract with Bounds Flooring, Inc.

Mr. Mark Sterner, General Manager, Twin Lakes Recreation Center, due to age and wear, the Department wishes to replace the rubber flooring on the second floor weight area, at Twin Lakes Recreation Center. The Department requires the services of a professional consultant in order to remove, salvage and dispose of existing flooring, and install new flooring at Twin Lakes Recreation Center in second floor weight area. Staff recommends approval of the contract with Bounds Flooring, in the amount of $61,874.00. This project will be funded from the Parks Bond 977-18-180000-54510 Series E.

Mr. Joe Hoffman motioned to approve the contract for services with Bounds Flooring, Inc. Ms. Darcie Fawcett seconded the motion. The motion was unanimously carried.

C-12 Review/Approval of Contract with Eco Logic, LLC

Ms. Joanna Sparks, City Landscaper, due to rain water flow and collection of sediment and gravel at the handicap ramp on the sidewalk, the Department wishes to install a rain garden at 545 S. Adams Street. The Department requires the professional services of a consultant to install an aesthetically pleasing planted bed, the proposal includes hand excavation of existing soil, tilling of augmented soil mix, planting of 70 native plants, mulching and watering at time of install. Staff recommends the approval of this contract to Eco Logic, LLC.

The Board requested, clarification of a rain garden,

Ms. Sparks responded, basically a rain garden is where the rain water hits, there will be a bit of a swale. They will actually excavate a little bit of a ditch and mound up behind it. So the rain garden will have basically a very wet zone which will be infiltrated with water and standing water when we have rain events, and then the areas at the top of the mound will be more drought tolerant and dry plants, however they will help soak up the rain water when it's present. Staff has a list of plant species that will be used in the rain garden. We're going to remove the vegetated area and the parking lot will be lined with limestone in this section.

The Board commented, we should be at the forefront of doing this type of project, and be a model for the city.

Mr. Joe Hoffman motioned to approve the contract for services with Eco Logic, LLC. Ms. Darcie Fawcett seconded the motion. The motion was unanimously carried.

C-12 Review/Approval of Contract with Eco Logic, LLC

Ms. Marcia Veldman, Program/Facility Coordinator, staff recommends approval of entering into a local product contract with Cardinal Spirits, a local artisanal distillery. Cardinal Sprits is interested in selling spirits, by the bottle at the Holiday Market. House Bill 1167 allows the sale of spirits at trade shows and expositions by holders of artisan's distiller's permit, with approval from the Alcohol and Tobacco Commission. The Park

Board has allow for the sale of beer and wine by the bottle but not for drinking on site.

The Board inquired, did you invite all local breweries to sell their goods at the Holiday Market, and how are applications taken?

Ms. Veldman responded, product applications are sent to those vendors who in the last two years, have expressed an interest in selling at the market. This company approached us. I am not aware of any other distilleries in town at this point.

The Board commented, in the future there may be other similar vendors, but they'll know about it because they'll see what happens. We just want to make sure to encourage all of our local producers to prosper.

The Board inquired, if we have an actual contract with Cardinal Spirts?

Ms. Veldman responded, we will use the approved Local Product Vendors Contract.

Mr. Joe Hoffman motioned to approve the making of a contract with Cardinal Sprits for the Holiday Market. Ms. Darcie Fawcett seconded the motion. The motion was unanimously carried.

C-12 Review/Approval of 2018 Price Schedule

Ms. Paula McDevitt, Administrator, today the Directors and representatives for their division will be presenting the 2018 draft price schedule. The divisions will take turns at the podium, explaining their updates to the price schedule. The final document will be presented at the November meeting for final approval. This will provide the Board with a month to review, question and give feedback on the draft document. Once approved, changes and prices will be in effect beginning in January of 2018.

Becky Higgins, Recreation Division Director approached the podium. The following are the affected areas in the Recreation Division:

Page 6. *Under the Banneker's Center Facility Rentals, Programs, Classes, Special Events*. The changes include the addition of the Banneker's summer camp at $10 per week.

Page 8. *Under Community Events April through November Farmers' Market*. The April Market was changed from five market days to four market days, which then decreased large space rental from $90 to $72, large space senior rate from $60 to $48. The addition of a large space youth rate of $48. Decreased the small space from $50 to $40. Decreased the small space senior and youth from $35 to $28. An addition of an unreserved large space youth rate of $12 per day.

Under the November Market the addition of a large space youth rate of $36 dollars, which comes out to be $12 per day.

Page 9. *Under Farmers' Markets*, some miscellaneous changes include the addition of a reserved large space youth rate of $312, and the addition of an unreserved large space for youth of $12 per day. Earlier this year we approved the mushroom vendor rate of $5 per occurrence for the inspection, this will be included in the 2018 price schedule as well.

Page 10. *Under Community Events, Gardens, Stage Rental, Program Classes, Special Events, Affair of the Arts and Holiday Market*. Under Gardens, additional lots will be discounted by 50 percent for gardeners who have already rented a plot and would like an additional plot after June 30th. This was approved earlier this year and will continue into 2018. Addition to the Reverend Butler Park Gardens, raised beds at a rate of $33 for in-city and $38 for out-of-city.

Under Waldron Hill and Buskirk Park Stage Rental. Adding the option of theatrical lights. Category 1 the cost without lights was added at $100 per day and Category 1 with theatrical lights of $125 per day. Categories 2 without lights would be $125 per day and with lights would be $156 per day.

Under Holiday Market Art Fair, increase the jury fee from $15 to $20. Booth space from $60 to $65 if it was a 6x8, $55 to $60 for 4x6, $50 to $55 for 10x10 outdoor spaces.

Page 11. *Under Mobile Stage Rental* increasing the stage supervisor minimum rate from $18 to $20 per hour. A stage supervisor is required whenever the stage is rented.
Page 19. *Under Youth Programs, Facility Rental, Programs, Classes, Special Events.* Increasing Kids City Original from $165 to $170 for in-city and from $170 to $175 out-of-city. Increasing Kid City Quest from $155 to $160 for in-city and from $160 to $165 for out-of-city. This increase is to account for staff salaries.
Page 20 The permit processing fee for a category E will go from $100 to $150 that is the large special events permit requests.
That concludes the changes for the recreation area.

The Board inquired on the five dollars (5) a week increase for Banneker.

Ms. Higgins responded, it's is the cost of running the program. It's simply to help cover costs. It's still a big program that we depend on for grants and the food service program. It's just to help offset the staffing costs.

The Board commented, it's nice to see a lot of the changes are just five dollar increments.

Ms. Higgins responded, yes. We'd rather do it in smaller increments more often than a huge jump.

Mr. Dave Williams, Operations Director approached the podium. The list of 2018 price adjustments for 2018 Operations Division is minimal.
We are not requesting any fee increases for Natural Resources. Examples of fees and charges in that area are Griffy like boat rental.
We are also not planning on raising our shelter house reservation fees. Rentals have plateaued. Obviously weather plays a big role in the rental. We want to step back and observe the trend for another year.
We do have several changes in our cemetery's services. We price our cemetery services, which includes internments, disinterment, burials, plot sales and mausoleum niches to be very comparable to the private sector for those charges. That is something that we've been actively doing for the last 10 to 15 years. The increases that you will note in the price schedule on page 2, basically reflect the differences in our services between a Monday through Friday 7:30a.m. - 2:00p.m. and after 2:00p.m. After 2:00 p.m., our full time union staff is on overtime. Our costs increase after the normal shift on weekdays and on Saturdays, they go up substantially. So basically the fees and charges here, reflect the additional costs for our labor and equipment, we excavate the graves. We try to keep to a minimum weekend burials to keep our costs under control again. There are no plots available at Rosehill. White Oak remains opened, with quite a few spaces and plots for sale to the public. We also differentiate for most of our fees in an in-city and out-of-city price.

Mr. Mark Sterner, General Manager, Twin Lakes Recreation Center approached the podium. Mr. John Turnbull, Sports Director is out of town, and I will be presenting a portion of the Sports Division 2018 price changes.
Page 2. *No changes with League Registrations, Tournaments, Tennis.*
Page 3. *Adult Sports/Youth Sports – Field Rentals, Players Fees, Concessions.* Staff recommends the additional of a flat day rate fee of $165.00 for field rental
Page 4. *Aquatics for Brian Pool/Mills Pool.* Removing the waterslide admission of $3.50 and combine the adult rate which is $5 and the youth rate which is currently $4 and make both of those rates $6.
There would be some additional changes associated with our economy passes, increase a 50 punch pass from $150 to $200, the 20 points pass from $65 to $85 dollars, and the10 punch pass from $35 to $45.
We've calculated seven different scenarios, in reference to the cost of the slide and our admissions. In four of the seven, the family will have a cheaper rate. Increasing the punch passes will prevent this impacting the revenue.
Page 12. *Frank Southern Ice Arena*, we're proposing an increase in group lessons per participants, the skating's school fees from $75 to $80 in-city and from $85 to $90 out-of-city.
Page 16. *Twin Lakes Recreation Center*, we've been in the building eight years and have not made any

adjustments to our court and room rental rates. Increase basketball rental full court bulk use from $20 to $25. Increase basketball practice full court from $25 to $30 practice court. We are not making any adjustments at this time to our competition rate, which is $40. That would involve weekend events that host tournaments at our facility. We are also not making any changes to our membership rates. In reference to our party rooms that we rent in the facility in the upper level and lower level we are looking at a $5 increase across the board. We would like to increase the maximum fee for anything in concessions from $18 to $25.

The Board inquired, is the basic idea to essentially merge the water slide cost in with general admission, rather than selling them separately?

Ms. Sterner commented, yes. It's an ease of the admissions process. There are long lines, in addition to that due to the age of the waterslides, they are not as attractive as they once were. So when we look at the administrative side of things, we feel it's just the best option in terms of getting people in and out of the facility in a timely fashion. It comes with everything. With the armbands in particular, you had to peel the square off and put them on. The whole process is generally really slow and the various prices associated with it slows it down as well. This will just be a lot cleaner and easier to understand.

The Board expressed, approval of making lines a little faster and having fewer decisions to make.

The Board inquired, when the Bloomington South Girls Softball field is finished, will this affect the field rental at Winslow?

Ms. Tuttle approached the podium and commented. Bloomington Girls South softball, their varsity team and J.V. team, we have been their home base for several years now, ever since that program began. Their 1.4 million dollar stadium is very close to completion. In terms of revenue to Winslow Sports Complex with our Partnership with the school, we charge them 75 percent of the going rate for our user groups, for their game time only. They are not charged for their hours of practice. There will only be a very minor loss of revenue.

The Board inquired, if the pool punch passes expire.

Mr. Sterner responded, the passes are honored the next year.

Ms. Kim Clapp, Office Manager approached the podium. Administration would like add a fee of $20.00 for return checks. This does not happen very often, but there is a cost to the department when it does occur. Indiana law states the maximum that can be charged is $20 per occurrence.

Mr. Aaron Craig, Golf Facility Manager approached the podium. Cascades golf course has a few changes for 2018 price schedule. During the construction project to extend Cascades trail, two of our holes will be in the redesign phase. To entice people to play the six remaining holes, we would like to add a 2018 Pine 9 Special, at a cost of $1 per hole with cart, which is very economically. This price is comparable with some of the area golf courses, that on a daily bases have just $20 fee with a golf cart. This is to maximize our revenue while we are short the holes during construction. The project is expected to take approximately four to six months. Hopefully the trail project will start in April or May, and be finished by August or September. During the fall portion, we will be converting the rest of the fairways on the Pine Course over to Zoyzia, at one point the entire course will be closed. During that small period of three to five months, we hope to be able to maximize as much as possible during that period. Other additions include, league fees ranging from $5 to $25, tournament entry fees range of $15 to $50, and prize fund fee range of $1 to $15.

D REPORTS

D-1. Operations Division – No Report

D-2. Recreation Division – Kid City

Ms. Amy Shrake, Program Facility Coordinator, I am here to report on Kid City Summer Camp. This summer was a nine week summer. Kid City is a day camp that operates out of the Allison Jukebox Center. It's been in operation since 1993, and is accredited by the American Camp Association. Our partnership with Ivy Tech, allows campers go to either Ivy Tech or the Waldron half of the day, and then come to AJB the other half of the day.

Kids City Original serves campers in kindergarten through fourth grade. Total participations for 2017 was 373, which was down from 2016. Average per week was 42 campers, and maximum is at 55. We had 121 unique campers in kindergarten through fourth grade.

Kids City Quest serves grades five through seven. It was pretty much the same with total participations, we had 60 unique campers, and our average per week was up.

Counselors-In-Training, is our eighth through tenth graders. This is a six week program, with sessions that are two weeks long. This camp has to be matched with the number of groups in the Original. Three days of the week they are partnered with a counselor, so they can receive training to be a counselor. This summer there were 34 total participations and we averaged 6 per week. Which is about how many groups we had to match with them, and we had seven unique campers. We purposely keep this program low. It wouldn't be very meaningful if we had three people trying to shadow one counselor.

We did a lot of field trips this year. One of our real essence of Kid City, is community engagement. This year we did a lot of our normal things. We get a State Park pass every year. We went to the zoo and Connor Prairie. The older kids went and did some cool things at the Warehouse, including their graffiti project. If you're out there, you can see some Kid City markings, on their legal graffiti wall. They also got to go to the Kids Commons, the children's museum in Columbus. We had a neat opportunity this summer to partner with the Buskirk Chumley Theater, they did a video with the campers. They did a whole week session with our third and fourth graders. They interviewed the kids about coming to Bloomington, or if they were from Bloomington, what Bloomington means to them. It resulted in a really cute video. After summer was over, they actually had an opening for the movie and they invited the kids. As I mentioned, the Jukebox it's our home base, but the kids actually spend most of their time out in the public.

We had record breaking overnight numbers this summer. Each camp does one overnight, and they were very popular. Not only were they well attended, but in our parents' survey, it came out multiple times that was one of their favorite opportunities at camp. In the Quest, the fifth through seventh grade campers, had a storyteller come in from the Storytellers Guild. They did scary stories for the kids and the kids really liked it. This was the first time we have done any type of theme.

We don't just go out in the community, but into the city as well. We receive free bus passes from Bloomington transit. We go to the Tuesday Market and get snacks for the kids, which is always a favorite. The best liked snack this summer, was actually cucumbers and cherry tomatoes. We recycle, and compost, and try to teach the kids to be good stewards. We had a focus on Leave No Trace this summer. Twice a week we swim at the city pools. Allison Miller, the Wellness Coordinator came to AJB and provided the campers in weekly yoga instruction.

The numbers from the Ivy Tech Partnership, has stayed pretty steady. College for Kids, this year average per week was a little bit less due to them doing four weeks instead of three. We have been trying to incorporate them into our program as much as possible, instead of them doing something separate.

We had a video that was put together by one of our assistant counselors, Luke Anderson, who has aspirations

in video.

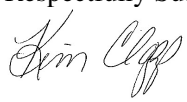
There's only two hundred and twenty two days till summer camp begins? If you need a little Kid City between now and then, we have Break Days coming up.

D-3. Sports Division – No Report

D-4 Administrative Division – No Report

ADJOURNMENT
Meeting adjourned at 5:30 p.m.

Respectfully Submitted,



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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	2017-00017065	BA	GL	11/17/2017	Budget Amendment			

G/L Date	*G/L Account Number*	*Account Description*	*Description*	*Source*	*Increase Amount*	*Decrease Amount*
11/17/2017	201-18-181001-51210	FICA	Budget Amendment		3.00	.00
11/17/2017	201-18-184500-53940	Temporary Contractual Employee	Budget Amendment		80.00	.00
11/17/2017	201-18-184500-53990	Other Services and Charges	Budget Amendment		32,994.00	.00
11/17/2017	201-18-184501-52420	Other Supplies	Budget Amendment		500.00	.00
11/17/2017	201-18-184501-53830	Bank Charges	Budget Amendment		100.00	.00
11/17/2017	201-18-184500-53990	Other Services and Charges	Budget Amendment		1,000.00	.00
11/17/2017	201-18-186500-53230	Travel	Budget Amendment		1,272.00	.00
11/17/2017	201-18-186503-51120	Salaries and Wages - Temporary	Budget Amendment		300.00	.00
11/17/2017	201-18-186503-53910	Dues and Subscriptions	Budget Amendment		19.00	.00
11/17/2017	201-18-186503-53940	Temporary Contractual Employee	Budget Amendment		300.00	.00
				Number of Entries: 10	$36,568.00	$.00

REVENUES AND EXPENSES: COMPARISON REPORT								
Expenses	**2016**	**2016**	**2016**	**2016**	**2017**	**2017**	**2017**	
October 2017	**Total**	**Actual**	**Expenses**	**% of Expenses**	**Total**	**Expenses**	**% of Expenses**	
	Expense	**Expenses**	**as of**	**Spent**	**Expense**	**as of**	**Spent**	**%**
	Budget	**for Year**	**October**	**to date**	**Budget**	**October**	**to date**	**change**
General Fund								
Administration	648,362	798,040	719,748	90.19%	750,594	674,383	95.89%	**-6.30%**
Health & Wellness	102,982	70,857	62,903	0.00%	105,197	86,718	59.80%	**37.86%**
Community Relations	398,972	360,703	294,041	81.52%	423,303	325,646	69.46%	**10.75%**
Aquatics	336,870	297,289	282,879	95.15%	330,688	279,761	84.60%	**-1.10%**
Frank Southern Center	346,391	304,193	221,155	72.70%	341,117	258,378	75.74%	**16.83%**
Golf Services	936,904	865,839	761,160	87.91%	885,638	782,302	88.33%	**2.78%**
Natural Resources	354,730	317,745	277,634	87.38%	370,961	282,065	76.04%	**1.60%**
Youth Programs	38,520	36,060	34,298	95.11%	59,844	47,415	79.23%	**38.24%**
TLRC	336,170	284,409	250,813	88.19%	282,216	245,573	87.02%	**-2.09%**
Community Events	355,578	319,994	279,237	87.26%	384,284	299,908	78.04%	**7.40%**
Adult Sports	297,187	264,499	236,070	89.25%	288,431	232,656	80.66%	**-1.45%**
Youth Sports	282,128	235,235	213,941	90.95%	267,398	244,883	91.58%	**14.46%**
BBCC	277,467	261,400	235,949	90.26%	304,977	250,566	82.16%	**6.19%**
Inclusive Recreation	94,372	69,226	63,019	91.03%	72,632	65,525	90.21%	**3.98%**
Operations	1,397,965	1,367,298	1,174,891	85.93%	1,546,438	1,220,470	78.92%	**3.88%**
Landscaping	279,879	229,642	200,706	87.40%	283,362	195,248	68.90%	**-2.72%**
Cemeteries	181,065	156,776	139,256	88.82%	173,285	140,956	81.34%	**1.22%**
Urban Forestry	359,388	325,950	277,588	85.16%	400,381	333,107	83.20%	**20.00%**
General Fund total:	***7,024,932***	***6,565,155***	***5,725,286***	87.21%	***7,270,746***	***5,965,559***	82.05%	**4.20%**
Non-Reverting Fund								
Administration	24,500	7,223	7,192	99.57%	27,640	2,592	9.38%	**-63.95%**
Health & Wellness	2,596	768	718	93.50%	1,914	946	49.44%	**31.73%**
Community Relations	0	137	82	59.70%	4,650	465	10.00%	**0.00%**
Aquatics	74,491	61,780	60,273	97.56%	64,433	38,031	59.03%	**-36.90%**
Frank Southern Center	63,230	84,289	45,114	53.52%	94,423	48,441	51.30%	**7.38%**
Golf Services	125,465	106,010	104,846	98.90%	126,105	94,018	74.56%	**-10.33%**
Natural Resources	15,992	20,643	20,440	99.01%	50,992	22,684	44.49%	**0.00%**
Youth Programs	151,153	172,903	167,144	96.67%	178,521	183,678	102.89%	**9.89%**
*TLRC - day to day	419,054	426,234	451,190	105.85%	970,663	761,229	78.42%	**68.72%**
Community Events	180,489	165,857	138,317	83.40%	190,881	145,330	76.14%	**5.07%**
Adult Sports	282,621	244,073	236,481	96.89%	230,225	157,393	68.36%	**-33.44%**
Youth Sports	18,356	13,697	12,733	92.96%	26,845	18,057	67.26%	**41.81%**
BBCC	21,963	61,163	51,132	83.60%	25,403	37,896	149.18%	**-25.88%**
Inclusive Recreation	0	0	0	0.00%	0	0	0.00%	**0.00%**
Operations	28,000	17,250	1,932	11.20%	19,195	56,045	291.98%	**100.00%**
Dog Park	0	0	0	0.00%	0	0	0.00%	**0.00%**
Switchyard	14,800	7,540	7,255	96.22%	14,800	26,348	178.03%	**0.00%**
Landscaping (CCC Prop.)	0	0	0	0.00%	0	1,246	0.00%	**0.00%**
Cemeteries	0	0	0	0.00%	0	0	0.00%	**0.00%**
Urban Forestry	2,800	9,816	9,816	100.00%	4,450	0	0.00%	**0.00%**
N-R Fund subtotal:	***1,425,511***	***1,399,385***	***1,314,664***	93.95%	***2,031,140***	***1,594,401***	78.50%	**21.28%**
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***	***1,739,194***	89.72%	***2,460,714***	***2,023,975***	82.25%	**16.37%**
Other Misc Funds								
MCCSC 21st Com Learn Cnt G	29,950	38,880	31,304		29,950	33,830		
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			0			4,318		
Griffy Lake Nature Day	0	4,673	3,612	77.28%		5,137	0.00%	**0.00%**
Wapehani I-69 Mitigation	0	42,655	25,090	58.82%		201,075	0.00%	**0.00%**
Leonard Springs Nature	0	5,822	4,748	81.56%		3,817	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***	***82,534***	75.23%	***41,065***	***284,845***	693.65%	**0.00%**
TOTAL ALL FUNDS	**9,030,612**	**8,613,347**	**7,547,013**	**87.62%**	**9,772,524**	**8,274,380**	84.67%	**9.64%**
*NR BACC/Project School has been combined with TLRC								

REVENUES AND EXPENSES: COMPARISON REPORT				Revenues October 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	October	to date	for year	October	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	172,401	100.00%	153,500	194,506	126.71%	**12.82%**
Frank Southern	188,000	205,655	131,990	64.18%	219,900	118,474	53.88%	**-10.24%**
Golf Services	561,000	513,807	500,645	97.44%	568,500	530,158	93.26%	**5.90%**
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	11,545	100.00%	10,700	12,380	115.70%	**7.23%**
Adult Sports	79,000	72,075	72,075	100.00%	78,000	63,772	81.76%	**-11.52%**
Youth Sports	40,000	29,565	28,302	95.73%	33,900	27,714	81.75%	**0.00%**
BBCC	10,000	13,389	10,848	81.02%	12,000	7,423	61.86%	**-31.57%**
Operations	0	1,622	1,622	100.00%	0	0	0.00%	**0.00%**
Landscaping	0	0	0	0.00%	0	25	0.00%	**0.00%**
Cemeteries	27,300	34,225	30,025	87.73%	39,700	23,458	59.09%	**-21.87%**
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***	***960,046***	***90.99%***	***1,116,700***	***991,436***	***88.78%***	***3.27%***
General Fund Total	***6,748,602***	***6,875,445***	***6,780,360***	***98.62%***	***7,146,750***	***7,021,486***	***98.25%***	***3.56%***
Non-Reverting Fund								
Administration	41,550	40,249	29,400	73.05%	40,650	25,880	63.66%	**-11.98%**
Health & Wellness	3,550	1,367	1,224	89.54%	3,550	2,979	83.90%	**143.42%**
Community Relations	2,000	2,113	2,000	94.67%	4,650	3,000	64.52%	**0.00%**
Aquatics	117,000	120,678	120,198	99.60%	126,373	112,710	89.19%	**-6.23%**
Frank Southern	129,000	138,537	109,287	78.89%	153,400	93,013	60.63%	**-14.89%**
Golf Services	153,000	151,474	127,244	84.00%	151,300	134,412	88.84%	**5.63%**
Natural Resources	59,200	78,233	77,351	98.87%	58,525	70,009	119.62%	**-9.49%**
Youth Programs	158,400	208,903	199,691	95.59%	189,866	192,946	101.62%	**-3.38%**
*TLRC -Operational	770,229	750,635	609,480	81.20%	782,329	608,843	77.82%	**-0.10%**
Community Events	171,656	192,373	175,093	91.02%	191,760	188,088	98.09%	**7.42%**
Adult Sports	281,000	251,616	251,597	99.99%	216,500	142,210	65.69%	**-43.48%**
Youth Sports	26,800	23,610	23,360	98.94%	25,000	24,790	99.16%	**6.12%**
BBCC	27,620	65,764	44,573	67.78%	29,420	24,079	81.85%	**-45.98%**
Operations	30,700	132,036	126,667	95.93%	51,640	54,041	104.65%	**-57.34%**
Dog Park	400	0	0	0.00%	400	0	0.00%	**-100.00%**
Switchyard (CCC Propt)	82,800	71,236	60,586	85.05%	82,800	67,164	81.12%	**10.86%**
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	8,739	83.72%	9,300	2,109	22.68%	**-75.86%**
N-R Fund subtotal:	***2,063,805***	***2,239,261***	***1,966,493***	***87.82%***	***2,117,463***	***1,746,273***	***82.47%***	***-11.20%***
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			233,543		
Griffy LAE Veg. Mgt						14,453		
G15008 Leonard Spring						0		
G15009 Griffy Nature Days			4,484			4,988		
(902) Rose Hill Trust			149			355		
G17007 - Goat Farm						2,000		
Banneker Nature Days			3,934			0		
Nature Days Star			0			4,340		
Other Misc Funds total:	***0***	***0***	***45,872***		***73,744***	***300,168***		
TOTAL ALL FUNDS	**8,812,407**	**9,114,706**	**8,792,724**	**96.47%**	**9,337,957**	**9,067,926**	**97.11%**	**3.13%**

	Non-Reverting Cash Balances	1	2	3	4	5	6	7
		Beginning	Revenue	Other	Expenses	Expenses	Current Year ONLY	Accumulated
		Balance	as of	Misc.	as of	from	Revenue	Balance
		1/1/2017	11/14/2017	revenue	11/14/2017	RESERVE *	Expense	
							Over/Under	
						see explanation below*	(does not include expenses taken from RESERVE)	THIS IS THE TOTAL ACCUMULATED AMOUNT
181000	Administration	167,806.40	26,681.62		3,205.94		**23,475.68**	191,282.08
181001	Health & Wellness	5,427.77	2,978.50		946.22		**2,032.28**	7,460.05
181100	Community Relations	33,354.04	3,000.00		465.00		**2,535.00**	35,889.04
182001	Aquatics	314,716.56	112,697.75		38,705.57		**73,992.18**	388,708.74
182500	Frank Southern Center	125,817.03	96,242.69		53,256.58		**42,986.11**	168,803.14
183500	Golf Course	142,842.77	135,429.44		94,783.27		**40,646.17**	183,488.94
184000	Natural Resources	201,976.15	70,196.17		22,820.88		**47,375.29**	249,351.44
184500	Allison Jukebox	150,115.61	193,812.94		186,083.94		**7,729.00**	157,844.61
*185000	TLRC	(276,450.63)	557,561.24		1,201,678.72		**(644,117.48)**	(920,568.11)
**185009	TLRC Reserve	481,174.15	66,093.75		0.00		**66,093.75**	547,267.90
186500	Community Events	422,999.89	190,684.55		150,004.83		**40,679.72**	463,679.61
187001	Adult Sports	90,353.49	142,210.22		160,774.08		**(18,563.86)**	71,789.63
187202	Youth Sports	97,846.16	24,789.63		18,309.57		**6,480.06**	104,326.22
187209	Skate Park	543.88	0.00		0.00		**0.00**	543.88
187500	Benjamin Banneker Comm Center	41,422.47	24,079.11		39,278.47		**(15,199.36)**	26,223.11
189000	Operations	136,191.07	54,127.92		56,045.35		**(1,917.43)**	134,273.64
189005	Dog Park	5,993.79	0.00		0.00		**0.00**	5,993.79
189006	Switchyard Property	189,641.25	67,163.50		28,398.02		**38,765.48**	228,406.73
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	2,109.40		1,245.60		**863.80**	7,168.07
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**	**1,769,858.43**	**0.00**	**2,056,002.04**	**0.00**	**(286,143.61)**	**2,066,133.87**
								(286,143.61)
								INCREASE/DECREASE FOR THE CURRENT

*combined TLRC Fitness 5002 with all other TLRC programs

**Project School Revenue moved to TLRC Reserve

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

Bloomington Parks and Recreation Surplus Declaration Form

Nov-17

Date	Area/Staff	Quantity/Item	Means of Disposal	Date Disposed
1-Nov	TLRC - Daren	Eureka upright vaccum - Bad Motor	TLRC Dumpster	
13-Nov	TLRC - Daren	Old Sponsorship Banner	TLRC Dumpster	
13-Nov	TLRC - Daren	Plastic trash can - broken	TLRC Dumpster	
15-Nov	TLRC - Daren	plastic chair mat - broken	TLRC Dumpster	
15-Nov	TLRC - Daren	standing flower display - base broken off	TLRC Dumpster	
		Form is closed/Please do not add any additional items for November		

CITY OF BLOOMINGTON
parks and recreation

STAFF REPORT

Agenda Item: B-2 Date: 11/17/2017

Administrator Review\Approval PM

TO: Board of Park Commissioners
FROM: Sarah Owen – Community Relations Coordinator
DATE: Nov 28, 2017
SUBJECT: **BRAVO Award – Bloomington Rotary Club**

The Bloomington Parks and Recreation Department would like to recognize the Bloomington Rotary Club for both their financial and hands-on assistance with a significant tree planting project in Crestmont Park. Last month, several Rotary Club members convened early on a Saturday to assist our Urban Forestry staff with planting 34 trees in Crestmont Park. The Rotary Club volunteer crew was both hardworking and efficient, and they completed the tree planting ahead of schedule. Moreover, of the 34 trees planted, 25 were purchased by the Rotary Club and generously donated to the city.

Chartered in 1918, the Bloomington Rotary Club will celebrate its centennial next year, and their help with the Crestmont Park tree planting is a fraction of their long history of service to the local community. Rotary members volunteer their efforts to improve the quality of life in their communities and beyond. Rotary clubs, which meet weekly, are nonpolitical, nonreligious and open to all cultures, races and creeds. Club membership represents a cross-section of local business and professional leaders. The organization's motto is "Service Above Self." Bloomington Parks and Recreation also has a longstanding relationship with the Rotary Club, which has helped support Mills Pool, named in honor of Rotarian Ralph Mills when it was opened in 1967.

On behalf of the Bloomington Parks and Recreation Department, we would like to recognize the Bloomington Rotary Club as the recipient of our November BRAVO Award.

RESPECTFULLY SUBMITTED,

Sarah Owen

Sarah Owen, Community Relations Coordinator

CITY OF BLOOMINGTON
parks and recreation

STAFF REPORT

Agenda Item: B-3
Date: 11/17/2017

Administrator
Review/Approval
PM

TO: Board of Park Commissioners
FROM: Sarah Owen, Community Relations Coordinator
DATE: November 28, 2017
SUBJECT: **Park Partner Award – CFC, Inc.**

The Bloomington Parks and Recreation Department would like to recognize CFC, Inc. as the recipient of the Fall-Winter 2017 Park Partner Award. The Park Partner Award is a component of the Department's sponsorship program, and recognizes our most outstanding collaborators.

CFC has a long history of supporting the Bloomington Parks and Recreation Department in a multitude of ways. The company has been a longtime sponsor of the Children's Expo, helping bring free health screenings and health referral services to underserved children for more than 15 years. CFC, Inc. also supports our community and local artists with ongoing sponsorships of the summer Performing Arts Series of free concerts in city parks. CFC, Inc. was one of the first businesses to step up to sponsor tree planting on the downtown square.

Perhaps most significantly, CFC, Inc. has been a consistently good and patient neighbor. Every Saturday morning, April through November, CFC permits Market customers to park in their parking lot. Their staff is always helpful when unexpected challenges arise, and they have also generously assisted with water supply to Farmers' Market prepared food vendors, when the Market had trouble with its water line.

CFC, Inc. President Jim Murphy has been a long-time member of the Bloomington Parks Foundation, and CFC has been a vital part of that organization as well, supporting scholarships for youth through the annual Foundation Golf Scramble and generously hosting Bloomington Parks Foundation events.

Bloomington Parks and Recreation is profoundly grateful for all of CFC's support, and we truly appreciate our long term partnership with them. We are delighted to present CFC, Inc. with the Park Partner Award.

RESPECTFULLY SUBMITTED,

Sarah Owen
Community Relations Coordinator

CITY OF BLOOMINGTON
parks and recreation

STAFF REPORT

Agenda Item: C-1
Date: 11/17/2017

Administrator
Review/Approval
PM

TO: Board of Park Commissioners
FROM: Paula McDevitt, Director
DATE: November 28, 2017
SUBJECT: **REVIEW/APPROVAL OF 2018 PROPOSED NON-REVERTING FUND BUDGET REQUEST**

RECOMMENDATION:

It is recommended the Board approve the proposed 2018 City of Bloomington Parks and Recreation Non-Reverting Fund Budget Request and Program Units as attached.

BACKGROUND:

The Department non-reverting fund was created to serve as an enterprise fund, allowing maximum flexibility for the Department to offer services in response to trends and customer demand while minimizing reliance on the general fund tax base.

The 2018 Parks and Recreation Non-Reverting fund budget request and revised program unit structure reflects ongoing changes in service provision and true cost allocations by activity and program unit. A bottom-up process has incorporated input from staff specialists, supervisors, managers and division directors.

A power point presentation will be presented at the meeting highlighting the details of the budget.

Respectfully Submitted,

Paula McDevitt

Paula McDevitt, Director

Budget Worksheet Report

Budget Year 2018

Account	Account Description	2016 Adopted Budget	2017 Adopted Budget	2018 Budget Team Review	$ +/-	% +/-
Fund	**201 - Parks and Rec Non Reverting**					
REVENUE						
Licenses						
41020	Permits	2,500.00	4,000.00	2,500.00	(1,500.00)	(37)
	Licenses Totals	$2,500.00	$4,000.00	$2,500.00	($1,500.00)	(38%)
Charges for Services						
43110	Rental Fees	82,800.00	105,240.00	112,065.00	6,825.00	6
43220	Facility Rentals	180,500.00	195,373.00	203,260.00	7,887.00	4
43230	General Admissions	36,000.00	45,000.00	30,000.00	(15,000.00)	(33)
43240	Season Passes/Memberships	283,201.00	302,526.00	291,451.00	(11,075.00)	(4)
43250	Player Fees	50,000.00	57,000.00	56,000.00	(1,000.00)	(2)
43260	Equipment Rentals	35,050.00	35,100.00	35,100.00	.00	
43270	Registration Fees	783,051.00	817,139.00	741,881.00	(75,258.00)	(9)
43280	Transaction Fees	40,700.00	40,700.00	40,700.00	.00	
43290	Concessions	259,300.00	270,000.00	271,000.00	1,000.00	
43300	Vending	12,000.00	11,000.00	9,800.00	(1,200.00)	(11)
43310	Application Fee	.00	.00	500.00	500.00	
43330	Program Rental	7,001.00	3,101.00	5,001.00	1,900.00	61
43340	Pro Shop Sales	77,500.00	69,400.00	78,400.00	9,000.00	13
43370	Other Sales	17,501.00	4,701.00	5,501.00	800.00	17
43380	Other Services	69,000.00	33,000.00	31,000.00	(2,000.00)	(6)
43390	Health and Wellness	1.00	1.00	1.00	.00	
43410	Advertising	84,500.00	86,732.00	72,750.00	(13,982.00)	(16)
	Charges for Services Totals	$2,018,105.00	$2,076,013.00	$1,984,410.00	($91,603.00)	(4%)
Miscellaneous						
47050	Donations	29,000.00	20,000.00	10,000.00	(10,000.00)	(50)
47070	Insurance Reimbursements	1,900.00	2,300.00	2,300.00	.00	
47080	Other Reimbursements	1,000.00	50.00	.00	(50.00)	(66)
47110	Miscellaneous	2,200.00	2,200.00	.00	(2,200.00)	(100)
47220	Non Rev Economic Development	8,500.00	8,800.00	8,800.00	.00	
47230	Gift Certificate	600.00	600.00	600.00	.00	
47260	Sale of Scrap	.00	2,000.00	2,000.00	.00	
	Miscellaneous Totals	$43,200.00	$35,950.00	$23,700.00	($12,250.00)	(34%)
Other						
49990	Prior Year Voided Checks	.00	1,500.00	1,000.00	(500.00)	(33)
	Other Totals	$0.00	$1,500.00	$1,000.00	($500.00)	(33%)
	REVENUE TOTALS	$2,063,805.00	$2,117,463.00	$2,011,610.00	($105,853.00)	(5%)
EXPENSE						
Personnel Services						
51110	Salaries and Wages - Regular	46,921.95	76,883.87	79,643.20	2,759.33	4
51120	Salaries and Wages - Temporary	352,259.16	343,844.25	383,906.74	40,062.49	12

Budget Worksheet Report

Budget Year 2018

Account	Account Description	2016 Adopted Budget	2017 Adopted Budget	2018 Budget Team Review	$ +/-	% +/-
Fund	**201 - Parks and Rec Non Reverting**					
EXPENSE						
Personnel Services						
51130	Salaries and Wages- Overtime	2,060.24	2,922.08	1,220.18	(1,701.90)	(58)
51210	FICA	30,695.40	32,418.40	35,556.89	3,138.49	10
51220	PERF	6,663.09	10,918.78	11,312.60	393.82	4
51230	Health and Life Insurance	18,618.60	27,125.28	27,125.28	.00	
	Personnel Services Totals	$457,218.44	$494,112.66	$538,764.89	$44,652.23	9%
Supplies						
52110	Office Supplies	8,650.00	1,500.00	1,500.00	.00	
52210	Institutional Supplies	14,000.00	13,300.00	13,300.00	.00	
52220	Agricultural Supplies	1,000.00	4,000.00	1,001.00	(2,999.00)	(75)
52240	Fuel and Oil	500.00	501.00	501.00	.00	
52310	Building Materials and Supplies	12,750.00	12,750.00	13,450.00	700.00	5
52320	Motor Vehicle Repair	.00	1.00	1.00	.00	
52330	Street , Alley, and Sewer Material	200,500.00	193,000.00	204,000.00	11,000.00	6
52340	Other Repairs and Maintenance	10,900.00	9,200.00	8,200.00	(1,000.00)	(11)
52410	Books	300.00	300.00	300.00	.00	
52420	Other Supplies	106,979.00	118,910.00	104,898.00	(14,012.00)	(12)
52430	Uniforms and Tools	38,790.00	34,041.00	32,150.00	(1,891.00)	(6)
	Supplies Totals	$394,369.00	$387,503.00	$379,301.00	($8,202.00)	(2%)
Other Services and Charges						
53140	Exterminator Services	668.00	668.00	668.00	.00	
53160	Instruction	4,270.00	4,228.00	5,885.00	1,657.00	39
53170	Mgt. Fee, Consultants, and Workshops	300.00	300.00	1,800.00	1,500.00	482
53210	Telephone	1,638.00	1,388.00	1,950.00	562.00	40
53220	Postage	400.00	4,100.00	4,100.00	.00	
53230	Travel	9,965.00	10,650.00	8,200.00	(2,450.00)	(23)
53310	Printing	12,185.00	13,025.00	20,330.00	7,305.00	56
53320	Advertising	12,000.00	9,600.00	9,900.00	300.00	3
53410	Liability / Casualty Premiums	25,000.00	25,000.00	25,000.00	.00	
53510	Electrical Services	89,000.00	93,000.00	92,000.00	(1,000.00)	(1)
53530	Water and Sewer	8,000.00	16,162.00	7,402.00	(8,760.00)	(54)
53540	Natural Gas	13,000.00	14,400.00	9,000.00	(5,400.00)	(37)
53610	Building Repairs	16,900.00	18,900.00	18,900.00	.00	
53620	Motor Repairs	.00	1.00	1.00	.00	
53630	Machinery and Equipment Repairs	10,000.00	9,400.00	10,600.00	1,200.00	13
53650	Other Repairs	18,500.00	13,000.00	12,300.00	(700.00)	(5)
53720	Building Rental	4,100.00	3,600.00	3,600.00	.00	
53730	Machinery and Equipment Rental	200.00	5,020.00	5,600.00	580.00	12
53750	Rentals - Other	1,900.00	2,700.00	2,700.00	.00	

Budget Worksheet Report

Budget Year 2018

Account	Account Description	2016 Adopted Budget	2017 Adopted Budget	2018 Budget Team Review	$ +/-	% +/-
Fund	**201 - Parks and Rec Non Reverting**					
EXPENSE						
Other Services and Charges						
53810	Principal	305,000.00	315,000.00	555,000.00	240,000.00	76
53820	Interest	234,104.00	223,635.00	116,946.00	(106,689.00)	(48)
53830	Bank Charges	22,600.00	27,140.00	28,690.00	1,550.00	6
53840	Lease Payments	2,112.00	4,200.00	3,900.00	(300.00)	(7)
53910	Dues and Subscriptions	51,400.00	29,150.00	25,150.00	(4,000.00)	(14)
53920	Laundry and Other Sanitation Services	1,250.00	1,250.00	1,250.00	.00	
53940	Temporary Contractual Employee	148,666.00	129,230.00	126,630.00	(2,600.00)	(2)
53950	Landfill	1,800.00	1,800.00	1,800.00	.00	
53990	Other Services and Charges	116,070.00	146,464.00	136,123.00	(10,341.00)	(7)
	Other Services and Charges Totals	$1,111,028.00	$1,123,011.00	$1,235,425.00	$112,414.00	10%
Capital Outlays						
54450	Equipment	2,000.00	.00	.00	.00	
	Capital Outlays Totals	$2,000.00	$0.00	$0.00	$0.00	+++
	EXPENSE TOTALS	$1,964,615.44	$2,004,626.66	$2,153,490.89	$148,864.23	7%
Fund	**201 - Parks and Rec Non Reverting** Totals					
	REVENUE TOTALS	$2,063,805.00	$2,117,463.00	$2,011,610.00	($105,853.00)	(5%)
	EXPENSE TOTALS	$1,964,615.44	$2,004,626.66	$2,153,490.89	$148,864.23	7%
Fund	**201 - Parks and Rec Non Reverting** Totals	$99,189.56	$112,836.34	($141,880.89)	($254,717.23)	(226%)
	Net Grand Totals					
	REVENUE GRAND TOTALS	$2,063,805.00	$2,117,463.00	$2,011,610.00	($105,853.00)	(5%)
	EXPENSE GRAND TOTALS	$1,964,615.44	$2,004,626.66	$2,153,490.89	$148,864.23	7%
	Net Grand Totals	$99,189.56	$112,836.34	($141,880.89)	($254,717.23)	(226%)

CITY OF BLOOMINGTON
parks and recreation

STAFF REPORT

Agenda Item: C-2
Date: 11/17/2017

Administrator
Review\Approval
PM

TO: Board of Park Commissioners
FROM: **Crystal Ritter, Community Events Coordinator**
DATE: **November 14, 2017**
SUBJECT: **REVIEW/APPROVAL OF UPDATES TO MOBILE STAGE, SPECIAL EVENTS AND ALCOHOL PERMITS**

Recommendation
Staff recommends the approval of the 2018 applications for special event permit, B-Line special event permit, mobile stage rentals, and alcohol guidelines.

Background
The original special event permit application/process was first approved by the Board of Park Commissioners in 2006. Since then, we have added a permit application/process for the B-Line Trail/other Parks trails and alcohol use guidelines for special events. We continued to use the mobile stage rental application from 2006. This is to update all of those applications/processes for the 2018 calendar year.

Noteworthy changes include:
Removal of the requirement for professional liability insurance on the B-line and event special use permit applications at the request of the Legal Department. Updates to names of staff and contact information. Updates to the contacts for parade permits and approval as the Economic and Sustainable Development Department now handles these and not Public Works. Updates to prices as approved in the 2018 Price Schedule.

RESPECTFULLY SUBMITTED,

Crystal Ritter, Community Events Coordinator

CITY OF BLOOMINGTON
parks and recreation

2018 SPECIAL EVENT PERMITS APPLICATION PROCESS

Overview

A Special Event Permit is required if your gathering has any of the following elements:

- 100 or more participants
- Any advertising or sponsorship activities
- Selling and/or distributing food, goods or merchandise (this includes classes or boot camps)
- Admission
- Tents
- Inflatables
- Stages
- Walk/Run/Parade
- Specific location reservations

To download the 2018 application forms for:

- Special Event Permit
- B-Line /Clear Creek Trail Event Permit
- Alcohol Guidelines
- Mobile Stage Rentals

Go to: bloomington.in.gov/parkpermits

Permit Process

1. Choose a specific location and date for your event. You are encouraged to choose an alternative location and/or date in the event that your first choice is not available. If you are unsure whether or not a permit is required for your event, please call (812) 349-3725.
2. Complete all sections of the Bloomington Parks and Recreation Department (BPRD) Event Permit Application. All proposed activities and events are subject to the approval of the BPRD. The BPRD will not consider your submittal if the application is incomplete and does not include the $25 application fee.
3. Submit the completed application and $25 application fee by U.S. mail, delivery in person, fax or email. If submitting by e-mail or fax to call with credit card information. Submittal of an application does not grant you a permit or confirmation to conduct your planned event; all applications are subject to review. Completed applications with appropriate fees and requested documentation and/or additional information must be submitted at least six weeks prior to your event; otherwise, applications will be denied or late fees may apply.
   Please note: *Only applications delivered in person to 401 N. Morton St., Suite 250 will be processed beginning January 3, 2018 beginning at 8:00a.m. Applications submitted by mail, e-mail and fax, and all applications received prior to 8:00a.m. on January 3, 2018 will not be processed until January 4, 2018. Furthermore, only completed applications submitted with the $25 application fee will be processed.*

CITY OF BLOOMINGTON
parks and recreation

4. The BPRD processes applications for permits in order of receipt. The BPRD will not consider your submittal without a completed application and a $25 application fee.
5. Upon receiving your completed application and $25 application fee, the BPRD will contact you to inform you of the status of your application. You will be informed of any remaining fees that must be paid along with any additional documentation requirements (i.e. certificate of insurance). The BPRD reserves the right to require additional information or documentation regarding the applicant, applicants company, sponsoring company/organization, cosponsors, event participants, event vendors, event activities, or the event itself. Moreover, the BPRD may postpone approval of event permits until receipt of additional requested information or documentation. Failure to submit requested information or documentation in a timely manner may be cause for denial of a park permit.
6. Insurance:

Insurance: During the performance of any and all Services under this Agreement, permit applicant 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.

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 City, and the officers, employees and agents of each shall be named as an additional insured 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 affected by the City will be called upon to contribute to a loss hereunder.

7. Applicants are required to inform the BPRD in writing of any and all amendments to the original application prior to the event day.
8. Once all of the BPRD requirements have been fulfilled, including receipt of all documents and full payment, a Special Event Permit will be issued.
9. Please note: Costs incurred promoting and marketing events prior to the issuance of an approved Special Event Permit, and changes/modifications relative to the event from the BPRD and/or other City of Bloomington departments is at the sole expense and risk of the Event Organizer.

Submit the completed Special Event Permit along with the $25 application fee to:

Crystal Ritter
Bloomington Parks and Recreation Department
401 N. Morton St., Suite 250
Bloomington, IN 47402
Telephone: (812) 349-3725
Fax: (812) 349-3705

CITY OF BLOOMINGTON
parks and recreation

2018 Application, Agreement, and Guidelines for B-Line/Clear Creek Trail Event Permits

Thank you for considering the City of Bloomington Parks and Recreation Department (BPRD) facilities for your special event. We look forward to having you use the B-Line Trail and ask that you follow these rules to ensure that your event goes smoothly and that park resources are protected. Failure to comply with these rules could result in the partial or total loss of your damage deposit. Best wishes for a safe and successful event!

Return this application and the additional fees/forms to the City of Bloomington Parks and Recreation Department at least **six weeks prior** to your event. Submitting this B-Line Trail Event Permit Application is not a confirmation to conduct your planned event. Your application will be processed and you will receive notice of approval or rejection within two weeks. Once approved, it may be necessary to set up a planning meeting with BPRD staff. **Incomplete applications will not be accepted. If your application is accepted, this document becomes the Agreement governing your use of the B-Line/Clear Creek Trail for the event described herein.**

APPLICATIONS MUST HAVE THE FOLLOWING TO BE ACCEPTED

- ❑Application for Rental Agreement
- ❑Application Fee $25/non-refundable
- ❑Event Site Plan
- ❑Event Agenda/Activities

Rental/Permit Fees and Damage Deposits and Certificate of Insurance:
Damage deposits, rental/permit fees and certificate of insurance are required within ten days following approval of permit application and receipt of invoice. Event date will only become final once all payment(s) have been received.

Checks should be made payable to City of Bloomington and mailed to:
PO Box 848, Bloomington, IN 47402 or dropped off at
401 N. Morton St., Suite 250, Bloomington, IN 47402

Damage Deposit:
BRPD will return deposits within 30 days after the event. BPRD will issue the refund if the rented area is found to be in the same condition as prior to the event. Otherwise, the Department will confirm in writing how it had to use the deposit (or a portion of it) to clean the area and repair any damage.

Refunds:
The City of Bloomington Parks and Recreation Department will refund 50% of prepaid fees when cancellations are made at least 15 days before the event. Cancellations made less than 15 days before the event will result in the forfeiture of the entire rental fee as well as the damage deposit. Refunds will not be issued due to inclement weather.

Insurance:
During the performance of any and all Services under this Agreement, permit applicant 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.

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 City, and the officers, employees and agents of each shall be named as an additional insured 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 affected by the City will be called upon to contribute to a loss hereunder.

CITY OF BLOOMINGTON
parks and recreation

Runs/Walks/Parade approvals:

1. All routes that include city streets must first receive a parade permit from the Bloomington Police Department (Scott Oldham, (812)349-3309). Upon receiving approval, all applicants must then…
2. Contact the Department of Economic and Sustainable Development for any street closure approvals at (812)349-3418.
3. Lastly, if use of park land or facilities is requested, applicants must turn in an event permit application or B-Line permit application to the Parks and Recreation Department after successfully completing the above mentioned steps (Crystal Ritter, (812)349-3725).

Meeting:
Once the application has been approved, BPRD staff will contact the applicant to determine if a planning meeting is necessary. If necessary, this meeting may be mandatory to work out all the details of the event. Contact Crystal Ritter at (812)349-3725.

B-Line Trail:
The section of trail from 6th St. – the east side of Rogers including the plaza adjacent to Farmers' Market and the east side of Showers between 6th St. – 10th St. is not available for use on Saturday's April – November from 5:00am-3:00pm. Placement of tables, chairs, signage, portable toilets, etc. is not allowed on or next to the trail. Property adjacent to the B-Line Trail is not available for placement of tables, chairs, signage, portable toilets, etc. Any group using the B-Line Trail must contact and employ Bloomington police for security at all intersections to assist walkers/runners/parades in safely crossing bisecting streets. For more information contact Captain Scott Oldham at (812)349-3309.

Vehicles and Parking:
Vehicles are not allowed on Park property other than streets and parking areas. Failure to comply with this guideline will result in a loss of deposit. Parking is permitted in designated park parking lots.

Food and Drink:
Alcohol is not permitted on or along the B-Line/Clear Creek Trail. Absent explicit consent from the Director of Parks and Recreation and Park Board of Commissioners, consumption of alcoholic beverages in parks is prohibited. Persons observed consuming alcohol in violation of any law, regulation, ordinance or rule are subject to arrest. Any rental group given explicit consent to consume alcoholic beverages in the park must do so in compliance with all state and federal regulations. In addition to state and federal regulations, groups must also employ security to be present during the entire event at which alcohol is to be served.

Non-catered events serving food or beverages must place a protective material around serving areas to prevent staining and/or the contamination of Park grounds. Monroe County Health Department requirements apply for any groups planning to sell food.

Grilling in parks is only allowed where grills have been permanently installed by the Parks Department. Personal grills of any kind are not permitted. The dumping of hot coals or grease on Park property is not allowed. If either is found after an event, the amount for cleaning and removal plus labor will be retained from the damage deposit.

Trash Removal/Recycling:
You are responsible for securing additional receptacles or having your trash hauled away if park containers won't accommodate the needs for your event. Bagged trash (10 bag maximum) may be placed next to a park trash receptacle after an event for park staff to remove. You are responsible for providing trash bags and any additional trash receptacles as needed. Trash that is not disposed of properly or overfills a receptacle may result in a loss of deposit. Dumpsters are to be placed in designated areas or as approved by park staff. You are responsible for taking any recycling to the recycle center.

Portable Toilets:
You are responsible for securing the appropriate number of portable toilets for your event (1 per 500 attendees). They should be delivered at the latest date and time possible prior to your event and removed from Park property no more than 24 hours after your event ends. BPRD takes no responsibility for any damage to portable toilet prior to removal. Portable toilets are to be placed in designated areas or as approved by park staff. If portable toilets require hoses for a water source, the vendor must supply the hose.

CITY OF BLOOMINGTON
parks and recreation

Tents/Displays:
Bloomington Parks and Recreation is not responsible for any tents or items set up for your event. You are responsible for scheduling security to watch over your area. Only 10 x 10 pop up tents are allowed for use on the B-Line/Clear Creek Trail. Staking tents is not permitted. A**ll components of renters display, including tents, umbrellas and signs, must be properly secured on all sides.**

Child Supervision:
If children under the age of 18 are part of the event, it is your responsibility to provide adequate supervision.

Safety:
The possession of alcoholic beverages, drugs and other illegal controlled substances is prohibited in any park or park facility. In addition, 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.
The individual or group is totally responsible for the behavior and actions of those individuals attending their event and shall take reasonable care to ensure that its participants, spectators or employees do not bring prohibited items into the event.

Copyright:
It is the applicant's responsibility to comply with federal and state copyright laws applicable to any of the activities of the event.

Noise Permits:
It is the responsibility of the applicant to secure proper noise permits from the Department of Public Works. Applicants can call (812)349-3410 for additional information.

Violations:
Park facilities must be used solely in accordance with the City of Bloomington Parks and Recreation policies and procedures. BPRD retains the right to revoke a special use permit any time upon violation of your agreement or the risk or threat of a violation of your agreement.
Failure to comply with any of the provisions of this Agreement may constitute a violation. In addition, the following activities are examples of violations of this Agreement: gambling, profanity, dangerous activities, unauthorized vending (including the sale of alcohol, tobacco or drugs) excessive guests, excessive noise, or other activities which cause a disturbance to other nearby park activities or are in violation of state law and local ordinances. Sleeping (overnight camping) in parks, golf courses, or any other park premises is prohibited.

By signing and submitting this application, the permit applicant agrees to abide by the rules and regulations of the Department of Parks and Recreation including, but not limited to, the conditions as stated on this application and the City of Bloomington Parks and Recreation Department Rental Agreement.

Please Read Carefully:
I, a duly authorized representative of the applicant, hereby affirm that the submitted information is true and correct to the best of my knowledge. As such, I have been authorized by the applicant to apply for this permit and have read, understand and agree to comply with all rules concerning the use of a Bloomington Parks and Recreation park. The applicant agrees that while renting the park, the applicant will not exclude anyone from participation in, deny anyone benefits of, or otherwise subject anyone to discrimination because of that person's race, color, sex, religion, creed, sexual orientation, national origin or ancestry, age or handicap. Under this Special Event Permit, the applicant assumes all responsibility for proper conduct in the park as outlined above, including assuring there is no consumption of alcoholic beverages.I _____, on behalf of the permit applicant, shall agree to release, hold harmless, and forever indemnify the City of Bloomington, its employees, officers, and agents from any and all claims or causes of action that may arise from the activities described herein. This includes claims for personal injury, property damage, and/or any other types of claim which may arise from these activities, whether such claims may be brought by the permit applicant or any of its agents, or by any third party.

I have read this release and understand all of its terms. I agree with its terms and sign it voluntarily.

_____ _____
Signature Date

CITY OF BLOOMINGTON
parks and recreation

401 N. Morton St. · Suite 250 P.O. Box 848 · Bloomington · IN · 47402

OFFICIAL EVENT PERMIT APPLICATION FOR PARKS/FACILITIES

City of Bloomington Parks and Recreation Department (BPRD)

(Please Print or Type)

- Parks and trail operating hours are 5:00a.m. to 11:00p.m.
- Permit applications must be submitted to the Department at least **six weeks prior** to event
- An application for Special Use shall not become a permit until it has been approved and signed by the Department.

Application approval will not be finalized without submittal of an application, certificate of insurance and payment of all fees/charges/deposits.

Type of Organization: (check all that apply)

❑Governmental:
- ❑City of Bloomington
- ❑Monroe County
- ❑Other _____

❑Department-Affiliated
❑Non-Profit
Tax ID# _____
Non-Profit Fundraising Event
Tax ID# _____

❑Private – City Resident
❑Private – Non-Resident
❑Profit Making
❑Other_____

Please complete entire application:

Date of Application: _____

Date of Proposed Event: _____

Contact Information:

1. Organization applying for Special Use Event Permit:

Organization: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Telephone #: _____ Fax: _____

E-mail: _____

2. Name of organizational **contact** responsible for managing event
(Please list the one representative that will be responsible for all communication):

Name:_____ Title:_____

Address/Phone Number (If different)

Address: _____

City: _____ State: _____ Zip Code: _____

Telephone #: _____ Fax: _____

E-mail: _____

CITY OF BLOOMINGTON
parks and recreation

Event Logistics:

3. Name of event:_____

4. Type of event: (Please check as many as applicable)

❑Concert ❑Entertainment ❑Parade (*) ❑Public Info. ❑Environmental
❑Cultural ❑Endurance ❑Fund Raiser ❑Walkathons/fitness Walk/Run (*)
❑Other (please explain) _____

All Events: A map detailing placement of event (site map) will be required for all events. If you are requesting that any public street be partially closed/blocked off, please contact the City of Bloomington Economic and Sustainable Development Department (812)349-3418. GIS maps are available on line at http://bloomington.in.gov/maps/
*A copy of your proposed route must be attached to this application.

5. Event Description? (Please explain and attach a detailed copy of your agenda or planned activities.)
_____
_____
_____

6. Requested Event Location along the B-Line Trail: _____
_____

If event is on park grounds or more than one facility is being used, please provide map showing parking, activity venues, first aid, etc.

7. Requested date(s) and time(s) for event:

Event Activity	Starting Date	Ending Date(s)	Starting Time	Ending Time	Set-up Date/Time	Dismantle Date/Time

(a) Designated date for inclement weather? (rain date) ❑yes ❑no
If yes, date:_____

8. Total number of anticipated participants (i.e. volunteers, spectators, walkers, runners, etc.):_____. Peak Attendance:_____ at time _____ ❑a.m. ❑p.m.

9. Is this a first time event for you or the sponsoring organization at this location? ❑yes ❑no
(a) If not how does this event differ from (a) similar event(s) in previous years(s)?
_____
_____
_____

(b) Attendance totals for last event: Daily_____ Overall _____

10. How do you plan to publicize this proposed event? (If available, please attach a copy of proposed publicity plan or flyer) **PLEASE DO NOT PRINT FOR PUBLICATION UNTIL YOUR EVENT IS APPROVED BY CITY OF BLOOMINGTON PARKS AND RECREATION**. Please list event web site if available.

11. Will any signs, banners or flyers be hung or posted? ❑yes ❑no

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parks and recreation

Describe the proposed locations of the banners, etc. (Due to city ordinances regarding signage, additional permission may be needed to hang banners/signs in advance of event. Contact the City of Bloomington Planning Department at (812)349-3423)

_____

_____

12. Do you plan to erect temporary structures such as tents, booths, tables, etc. for this event? ❑yes ❑no
(a)If yes, please describe below, including size, capacity, how many, etc. Location of all items must be shown on your site map. **Tents may not be staked without prior approval. All components of vendor display, including tents, umbrellas and signs, must be properly secured on all sides**

Item	Size	Quantity

(b) If contracting with a company that will be providing any of the above, list information below:

Company Name: _____ Contact Person: _____

Address: _____

Telephone Number: _____

Company Name: _____ Contact Person: _____

Address: _____

Telephone Number: _____

13. Is this event open to the public? ❑yes ❑ no

14. Please advise what accommodations you are providing for persons with special needs: (parking, transportation, accessibility)

_____

_____

15. Will donations/contributions be accepted during this event? ❑ yes ❑ no
If yes, please explain how these donations will be generated or collected. _____

_____

16. Will there be an admission charge to attend/participate? ❑yes ❑no
If yes, please explain the type of fee and amount:

Type Fee(s): _____ Fee Amount:_____

17. Do you plan to sell, distribute or give away refreshments and/or merchandise (i.e. food, beverage, T-shirts, CD's, Art, etc.)? ❑yes ❑ no

If yes, please explain & list the number of booths expected:

_____

Notice:
*A temporary Food permit must be obtained from the Monroe County Health Department if you are planning to sell food (i.e. hot dogs, nachos, candy, etc.). Any non-profit organization must show proof of non-profit status when applying for permit. For more information, contact Monroe County Health Department at (812)349-2543. A toilet and hand washing station must be provided (portable or in facility) for anyone preparing/selling food.

*Bloomington Parks and Recreation will charge a $25.00- $35.00 vending fee for each vendor/booth selling food/merchandise and/or any admissions charges or monies collected while on park property.

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18. Will there be displays, literature, or other types of solicitation? ❑yes ❑ no
If yes, please explain: _____

_____

19. Are you providing additional portable toilets for your event?

How many? _____ Location: (show on site map) _____

Notice: The City of Bloomington Parks and Recreation Department requires you to have 1 (one) rest room facility for every 500 participants. If number needed exceeds what park has available, it will be the organization's/event organizer/s responsibility to acquire the necessary number. Proof of payment will be required with application.

20. Please describe how you plan to remove trash from the event site: _____

_____

Person responsible for clean up:

Contact Name: _____ Relationship to organization: _____

Phone Number: _____

Notice: Each organization will be responsible for cleaning the site and bagging all trash. Bagged trash (10 bag maximum) that is placed by a park trash receptacle will be removed by the BPRD at no extra cost. Failure to clean the site and bag the trash may result in the reduction or loss of your security deposit. If an event is deemed large enough to produce more than the 10 bag maximum it will be the event organizers'/applicant's responsibility to obtain additional trash receptacles and/or dumpsters for removal of trash. Overfill of park trash receptacles will also result in the loss of deposit.

Security/Safety:

21. What are your plans for providing security, traffic and/or crowd control: _____

Contact Person: _____

Company Name: _____

Contact Phone Number: _____

22. What are your parking plans? Overflow Parking? _____

_____

23. What are your plans for providing emergency/medical services? _____

Event Entertainment:

24 Do you plan to provide musical entertainment for this event? ❑yes ❑ no

If yes, please describe: _____

_____

_____

25. Will any type of sound amplifying equipment or devices be used in conjunction with this event?

❑yes ❑no If yes, please list type of equipment

Type of Equipment	Quantity

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parks and recreation

26. If musical entertainment is used, please list contact information for sound technicians:

_____

27. Do you plan to provide other entertainment for this event? ❑yes ❑ no

If yes, please describe or attach copy of your planned program: _____

_____

Notice: The sponsoring organization's Event Coordinator must comply with all City of Bloomington's Ordinances regarding acceptable noise levels. (Please refer to the City's Noise Ordinance, Title 14, Chapter 14.09 of the City of Bloomington Municipal Code.) It is the event organizer's/applicant's responsibility to be in compliance with all federal and state copyrights laws.
*Application for a noise permit must be filed at least six weeks prior to event with the City of Bloomington Public Works. (812)349-3410 (required for both amplified and non-amplified entertainment including public announcements, speeches, etc.)

28. Events with animals require additional considerations and Animal Control approval. Are you planning to pursue permission for animals at your event? ❑yes ❑no

29. Are you providing a generator as a power source? ❑yes ❑no

What are the electrical needs for the event?: _____

30. Are there any special provisions pertaining to your event that have not been addressed on this application:_____

Due with Application
❑Application Fee: $25/non-refundable $_____

To be completed by Bloomington Parks and Recreation Staff
Renters will receive an invoice for total amount due
Fees, Charges and Deposits Schedule:
❑Permit Fee: $150/day $_____
❑Deposit: $75/day/refundable $_____
❑Vending: $25-$35/day per vender selling food/merchandise/fundraising $_____
❑Set-up Fee: 50% of base event day rent per day $_____
This fee will be charged for any set up that is done prior to the day of the event.
❑Tear-down Fee: 50% of base event day rent per day $_____
This fee will be charged for any equipment, rental or personal, left on park property. (Incl. Sundays)
❑Other staffing charges: $20-$30/hour $_____
❑Misc. (additional charges as deemed necessary due to size and scope of event and impact on park/facility) $_____

City of Bloomington Parks and Recreation Department Special Event Application **(PARK USE ONLY)**
Date Received: _____ Fees Charged: _____
Partnership: _____ Parks Event:_____ Permit #: _____

Scheduled for Special Use Meeting Date: _____ Approved: _____

City of Bloomington contact person: _____
Telephone Number: _____ Fax #: _____
E-mail: _____

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2018 SPECIAL EVENT PERMITS APPLICATION PROCESS

Overview

A Special Event Permit is required if your gathering has any of the following elements:

- 100 or more participants
- Any advertising or sponsorship activities
- Selling and/or distributing food, goods or merchandise (this includes classes or boot camps)
- Admission
- Tents
- Inflatables
- Stages
- Walk/Run/Parade
- Specific location reservations

To download the 2018 application forms for:

- Special Event Permit
- B-Line /Clear Creek Trail Event Permit
- Alcohol Guidelines
- Mobile Stage Rental

Go to: https://bloomington.in.gov/parks/rentals/mobile-stages

Permit Process

1. Choose a specific location and date for your event. You are encouraged to choose an alternative location and/or date in the event that your first choice is not available. If you are unsure whether or not a permit is required for your event, please call (812) 349-3725.
2. Complete all sections of the Bloomington Parks and Recreation Department (BPRD) Event Permit Application. All proposed activities and events are subject to the approval of the BPRD. The BPRD will not consider your submittal if the application is incomplete and does not include the $25 application fee.
3. Submit the completed application and $25 application fee by U.S. mail, delivery in person, fax or email. If submitting by e-mail or fax, call with credit card information. Submittal of an application does not grant you a permit or confirmation to conduct your planned event; all applications are subject to review. Completed applications with appropriate fees and requested documentation and/or additional information must be submitted at least six weeks prior to your event; otherwise, applications will be denied or late fees may apply.
   Please note: *Only applications delivered in person to 401 N. Morton St., Suite 250 will be processed beginning January 3, 2018 beginning at 8:00a.m. Applications submitted by mail, e-mail and fax, and all applications received prior to 8:00a.m. on January 3, 2018 will not be processed until January 4, 2018. Furthermore, only completed applications submitted with the $25 application fee will be processed.*

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4. The BPRD processes applications for permits in order of receipt. The BPRD will not consider your submittal without a completed application and a $25 application fee.
5. Upon receiving your completed application and $25 application fee, the BPRD will contact you to inform you of the status of your application. You will be informed of any remaining fees that must be paid along with any additional documentation requirements (i.e. certificate of insurance). The BPRD reserves the right to require additional information or documentation regarding the applicant, applicants company, sponsoring company/organization, cosponsors, event participants, event vendors, event activities, or the event itself. Moreover, the BPRD may postpone approval of event permits until receipt of additional requested information or documentation. Failure to submit requested information or documentation in a timely manner may be cause for denial of a park permit.
6. Insurance: During the performance of any and all Services under this Agreement, permit applicant 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.

   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 City, and the officers, employees and agents of each shall be named as an additional insured 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 affected by the City will be called upon to contribute to a loss hereunder.
7. Applicants are required to inform the BPRD in writing of any and all amendments to the original application prior to the event day.
8. Once all of the BPRD requirements have been fulfilled, including receipt of all documents and full payment, a Special Event Permit will be issued.
9. Please note: Costs incurred promoting and marketing events prior to the issuance of an approved Special Event Permit, and changes/modifications relative to the event from the BPRD and/or other City of Bloomington departments is at the sole expense and risk of the Event Organizer.

Submit the completed Special Event Permit along with the $25 application fee to:

Crystal Ritter
Bloomington Parks and Recreation Department
401 N. Morton St., Suite 250
Bloomington, IN 47402
Telephone: (812) 349-3725
Fax: (812) 349-3705

CITY OF BLOOMINGTON
parks and recreation

2018 Application, Agreement and Guidelines for Special Event Permits

Thank you for considering the City of Bloomington Parks and Recreation Department (BPRD) facilities for your special event. We look forward to having you in the park and ask that you follow these rules to ensure that your event goes smoothly and that park resources are protected. Failure to comply with these rules could result in the partial or total loss of your damage deposit. Best wishes for a safe and successful event!

Return this application and the additional fees/forms to the City of Bloomington Parks and Recreation Department at least **six weeks prior** to your event. Submitting this Event Permit Application is not a confirmation to conduct your planned event. Your application will be processed and you will receive notice of approval or rejection within two weeks. Once approved, it may be necessary to set up a planning meeting with BPRD staff. **Incomplete applications will not be accepted. If your application is accepted, this document becomes the Agreement governing your use of the park for the events described herein.**

APPLICATIONS MUST HAVE THE FOLLOWING TO BE ACCEPTED

- ❑Application for Rental Agreement
- ❑Application Fee $25/non-refundable
- ❑Event Site Plan
- ❑Event Agenda/Activities

Rental/Permit Fees and Damage Deposits and Certificate of Insurance:
Damage deposits, rental/permit fees and certificate of insurance are required within ten days following approval of permit application and receipt of invoice. Event date will only become final once all payment(s) have been received.

Checks should be made payable to City of Bloomington and mailed to:
PO Box 848, Bloomington, IN 47402 or dropped off at
401 N. Morton St., Suite 250, Bloomington, IN 47402

Damage Deposit:
BRPD will return deposits within 30 days after the event. BPRD will issue the refund if the rented area is found to be in the same condition prior to the event. Otherwise, the Department will confirm in writing how it had to use the deposit (or a portion of it) to clean the area and repair any damage.

Refunds:
The City of Bloomington Parks and Recreation Department will refund 50% of prepaid fees when cancellations are made at least 15 days before the event. Cancellations made less than 15 days before the event will result in the forfeiture of the entire rental fee as well as the damage deposit. Refunds will not be issued due to inclement weather.

Insurance:
During the performance of any and all Services under this Agreement, permit applicant 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.

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 City, and the officers, employees and agents of each shall be named as an additional insured 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 affected by the City will be called upon to contribute to a loss hereunder.

CITY OF BLOOMINGTON
parks and recreation

Runs/Walks/Parade approvals:

1. All routes that include city streets must first receive a parade permit from the Bloomington Police Department (Scott Oldham, (812)349-3309). Upon receiving approval, all applicants must then…
2. Contact the Department of Economic and Sustainable Development for any street closure approvals at (812)349-3418.
3. Lastly, if use of park land or facilities is requested, applicants must turn in an event permit application or B-Line permit application to the Parks and Recreation Department after successfully completing the above mentioned steps (Crystal Ritter, (812) 349-3725).

Meeting:
Once the application has been approved, BPRD staff will contact the applicant to determine if a planning meeting is necessary. If deemed necessary, this meeting will be mandatory to work out all the details of the event.

Walk-through:
You are responsible for scheduling a "walk-through" of your event with park staff to review your site plan. This should take place once the application has been approved and no less than two weeks prior to the date of your event. The purpose of the walk-through is to make you completely aware of all site guidelines and to answer any additional questions you may have. Contact Crystal Ritter (812)349-3725.

Vehicles and Parking:
Vehicles are not allowed on Park property (other than streets and parking areas) without prior written approval. Failure to comply with this guideline will result in a loss of deposit. Parking is permitted in designated park parking lots.

Food and Drink:
Alcohol is not permitted in any park. Absent explicit consent from the Director of Parks and Recreation and the Park Board of Commissioners, consumption of alcoholic beverages in parks is prohibited. Persons observed consuming alcohol in violation of any law, regulation, ordinance or rule are subject to arrest. Any rental group given explicit consent to consume alcoholic beverages in the park must do so in compliance with all state and federal regulations. In addition to state and federal regulations, groups must also employ security to be present during the entire event at which alcohol is to be served.

Non-catered events serving food or beverages must place a protective material around serving areas to prevent staining and/or the contamination of Park grounds. Monroe County Health Department requirements apply for any groups planning to sell food.

Grilling in parks is only allowed where grills have been permanently installed by the Parks Department. Personal grills of any kind are not permitted. The dumping of hot coals or grease on Park property is not allowed. If either is found after an event, the amount for cleaning and removal plus labor will be retained from the damage deposit.

Trash Removal/Recycling:
You are responsible for securing additional receptacles or having your trash hauled away if park containers won't accommodate the needs for your event. Bagged trash (10 bag maximum) may be placed next to a park trash receptacle after an event for park staff to remove. You are responsible for providing trash bags and any additional trash receptacles as needed. Trash that is not disposed of properly or overfills a receptacle may result in a loss of deposit. Dumpsters are to be placed in designated areas or as approved by park staff. You are responsible for taking any recycling to the recycle center.

Portable Toilets:
You are responsible for securing the appropriate number of portable toilets for your event (1 per 500 attendees). They should be delivered at the latest date and time possible prior to your event and removed from Park property no more than 24 hours after your event ends. BPRD takes no responsibility for any damage to portable toilet prior to removal. Portable toilets are to be placed in designated areas or as approved by park staff. If portable toilets require hoses for a water source, the vendor must supply the hose.

Tents/Displays:
Bloomington Parks and Recreation is not responsible for any tents or items set up for your event. You are responsible for scheduling security to watch over your area. Staking tents is not permitted without approval. You are responsible for contacting the Parks Operation Department (Mark Marotz (812)349-3498) to confirm the location of irrigation lines before any tent is staked. It is the responsibility of the renter to contact Indiana811 (1-800-382-5544) to locate any utility lines prior to staking any tents in any parks. **All components of vendor display, including tents, umbrellas and signs, must be properly secured on all sides.**

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Child Supervision:
If children under the age of 18 are part of the event, it is your responsibility to provide adequate supervision.

Safety:
The possession of alcoholic beverages, drugs and other illegal controlled substances is prohibited in any park or park facility. In addition, 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.
The individual or group is totally responsible for the behavior and actions of those individuals attending their event and shall take reasonable care to ensure that its participants, spectators or employees do not bring prohibited items into the event.

Copyright:
It is the applicant's responsibility to comply with federal and state copyright laws applicable to any of the activities of the event.

Noise Permits:
It is the responsibility of the applicant to secure proper noise permits from the Department of Public Works. Applicants can call (812)349-3410 for additional information.

Violations:
Park facilities must be used solely in accordance with the City of Bloomington Parks and Recreation policies and procedures; BPRD retains the right to revoke a special use permit any time upon violation of your agreement or the risk or threat of a violation of your agreement.
Failure to comply with any of the provisions of this Agreement may constitute a violation. In addition, the following activities are examples of violations of this Agreement: gambling, profanity, dangerous activities, unauthorized vending (including the sale of alcohol, tobacco or drugs) excessive guests, excessive noise, or other activities which cause a disturbance to other nearby park activities or are in violation of state law and local ordinances. Sleeping (overnight camping) in parks, golf courses, or any other park premises is prohibited.

By signing and submitting this application, the permit applicant agrees to abide by the rules and regulations of the Department of Parks and Recreation including, but not limited to, the conditions as stated on this application and the City of Bloomington Parks and Recreation Department Rental Agreement.

Please Read Carefully :
I, a duly authorized representative of the applicant, hereby affirm that the submitted information is true and correct to the best of my knowledge. As such, I have been authorized by the applicant to apply for this permit and have read, understand and agree to comply with all rules concerning the use of a Bloomington Parks and Recreation park. The applicant agrees that while renting the park, the applicant will not exclude anyone from participation in, deny anyone benefits of, or otherwise subject anyone to discrimination because of that person's race, color, sex, religion, creed, sexual orientation, national origin or ancestry, age or handicap. Under this Special Event Permit, the applicant assumes all responsibility for proper conduct in the park as outlined above, including assuring there is no consumption of alcoholic beverages.

I _____, on behalf of the permit applicant, shall agree to release, hold harmless, and forever indemnify the City of Bloomington, its employees, officers, and agents from any and all claims or causes of action that may arise from the activities described herein. This includes claims for personal injury, property damage, and/or any other types of claim which may arise from these activities, whether such claims may be brought by the permit applicant or any of its agents, or by any third party.

I have read this release and understand all of its terms. I agree with its terms and sign it voluntarily.

_____ _____
Signature Date

CITY OF BLOOMINGTON
parks and recreation

401 N. Morton St. · Suite 250 P.O. Box 848 · Bloomington · IN · 47402

OFFICIAL EVENT PERMIT APPLICATION FOR PARKS/FACILITIES

City of Bloomington Parks and Recreation Department (BPRD)
(Please Print or Type)

- Parks operating hours are 5:00a.m. to 11:00p.m.
- Permit applications must be submitted to the Department at least **six weeks prior** to event
- An application for Special Use shall not become a permit until it has been approved and signed by the Department.

Application approval will not be finalized without submittal of an application, certificate of insurance and payment of all fees/charges/deposits.

Type of Organization: (check all that apply)

❑Governmental:
- ❑City of Bloomington
- ❑Monroe County
- ❑Other _____

❑Department-Affiliated
❑Non-Profit
Tax ID# _____
Non-Profit Fundraising Event
Tax ID# _____

❑Private – City Resident
❑Private – Non-Resident
❑Profit Making
❑Other_____

Please complete entire application:
Date of Application: _____
Date of Proposed Event: _____

Contact Information:

1. Organization applying for Special Use Event Permit:

Organization: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Telephone #: _____ Fax: _____

E-mail: _____

2. Name of organizational **contact** responsible for managing event
(Please list the one representative that will be responsible for all communication):

Name:_____ Title:_____

Address/Phone Number (If different)

Address: _____

City: _____ State: _____ Zip Code: _____

Telephone #: _____ Fax: _____

E-mail: _____

CITY OF BLOOMINGTON
parks and recreation

Event Logistics:

3. Name of event:_____

4. Type of event: (Please check as many as applicable)

❑Concert ❑Entertainment ❑Parade (*) ❑Public Info. ❑Environmental
❑Cultural ❑Endurance ❑Sports ❑Walkathons/fitness Walk (*)
❑Reunion ❑Fund Raiser ❑Other (please explain) _____

All Events: A map detailing placement of event (site map) will be required for all events. If you are requesting that any public street be partially closed/blocked off, please contact the City of Bloomington Economic and Sustainable Development Department (812)349-3418. GIS maps are available on line at http://bloomington.in.gov/maps/
*A copy of your proposed route must be attached to this application.

5. Event Description? (Please explain and attach a detailed copy of your agenda or planned activities.)
_____
_____
_____

6. Requested Event Location: Park Name: _____

Facilities in park (i.e. shelter, park, grounds, etc.):_____

If event is on park grounds or more than one facility is being used, please provide map showing parking, activity venues, first aid, etc.

7. Requested date(s) and time(s) for event:

Event Activity	Starting Date	Ending Date(s)	Starting Time	Ending Time	Set-up Date/Time	Dismantle Date/Time

(a) Designated date for inclement weather? (rain date) ❑yes ❑no
If yes, date:_____

8. Total number of anticipated participants (i.e. volunteers, spectators, walker's, etc.):_____

Peak Attendance:_____ at time _____ ❑a.m. ❑p.m.

9. Is this a first time event for you or the sponsoring organization at this location? ❑yes ❑no
(a) If not how does this event differ from (a) similar event(s) in previous years(s)?
_____
_____
_____

(b) Attendance totals for last event: Daily_____ Overall _____

10. How do you plan to publicize this proposed event? (If available, please attach a copy of proposed publicity plan or flyer) **PLEASE DO NOT PRINT FOR PUBLICATION UNTIL YOUR EVENT IS APPROVED BY CITY OF BLOOMINGTON PARKS AND RECREATION**. Please list event web site if available.

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11. Will any signs, banners or flyers be hung or posted? ❑yes ❑no

Describe the proposed locations of the banners, etc. (Due to city ordinances regarding signage, additional permission may be needed to hang banners/signs in advance of event. Contact the City of Bloomington Planning Department at (812)349-3423.)

_____

_____

12. Do you plan to erect temporary structures such as stages, tents, booths, tables, or bounce houses, etc. for this event? ❑yes ❑no

(a)If yes, please describe below, including size, capacity, how many, etc. Location of all items must be shown on your site map. **Tents may not be staked without prior approval. All components of vendor display, including tents, umbrellas and signs, must be properly secured on all sides**

Item	Size	Quantity

(b) If contracting with a company that will be providing any of the above, list information below:

Company Name: _____ Contact Person: _____

Address: _____

Telephone Number: _____

Company Name: _____ Contact Person: _____

Address: _____

Telephone Number: _____

13. Is this event open to the public? ❑yes ❑ no

14. Please advise what accommodations you are providing for persons with special needs: (parking, transportation, accessibility)

_____

_____

15. Will donations/contributions be accepted during this event? ❑ yes ❑ no

If yes, please explain how these donations will be generated or collected. _____

_____

16. Will there be an admission charge to attend/participate? ❑yes ❑no

If yes, please explain the type of fee and amount:

Type Fee(s): _____ Fee Amount:_____

17. Do you plan to sell, distribute or give away refreshments and/or merchandise (i.e. food, beverage, T-shirts, CD's, Art, etc.)? ❑yes ❑ no

If yes, please explain & list the number of booths expected:

_____

Notice:

*A temporary Food permit must be obtained from the Monroe County Health Department if you are planning to sell food (i.e. hot dogs, nachos, candy, etc.). Any non-profit organization must show proof of non-profit status when applying for permit. For more information, contact Monroe County Health Department at (812) 349-2543. A toilet and hand washing station must be provided (portable or in facility) for anyone preparing/selling food.

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*Bloomington Parks and Recreation will charge a $25.00- $35.00 vending fee for each vendor/booth selling food/merchandise and/or any admissions charges or monies collected while on park property.

18. Will there be displays, literature, or other types of solicitation? ❑yes ❑ no
If yes, please explain: _____

_____

19. Do you request access to the restrooms in the Allison Jukebox Community Center? ❑ yes ❑ no
(There is a minimum charge of $30/hr to open the Jukebox for restroom use.)

All Allison Jukebox Community Center rentals require a deposit equal to 50% of rental cost

Please check all that is needed:

Activity Rooms (2 available)	Per Hour
Activity Room – Carpet	$30 - $50 per hour
Activity Room – Tile	$30 - $50 per hour
Restroom only with park use	$25 - $45 per hour
Whole Building (including kitchen)	$50 - $85 per hour

20. Are you providing additional portable toilets for your event?

How many? _____ Location: (show on site map) _____

Notice: The City of Bloomington Parks and Recreation Department requires you to have 1 (one) rest room facility for every 500 participants. If number needed exceeds what park has available, it will be the organization's/event organizer/s responsibility to acquire the necessary number. Proof of payment will be required with application.

21. Please describe how you plan to remove trash from the event site: _____
_____

Person responsible for clean up:

Contact Name: _____ Relationship to organization: _____

Phone Number: _____

Notice: Each organization will be responsible for cleaning the site and bagging all trash. Bagged trash (10 bag maximum) that is placed by a park trash receptacle will be removed by the BPRD at no extra cost. Failure to clean the site and bag the trash may result in the reduction or loss of your security deposit. If an event is deemed large enough to produce more than the 10 bag maximum it will be the event organizers'/applicant's responsibility to obtain additional trash receptacles and/or dumpsters for removal of trash. Overfill of park trash receptacles will also result in the loss of deposit.

Security/Safety:

22. What are your plans for providing security, traffic and/or crowd control: _____

Contact Person: _____

Company Name: _____

Contact Phone Number: _____

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23. What are your parking plans? Overflow Parking? _____

_____

***Vehicles are not permitted to park in the park (including next to shelters). Vehicles found parked in the park will result in loss of damage deposit.**

24. What are your plans for providing emergency/medical services? _____

Event Entertainment:

25 Do you plan to provide musical entertainment for this event? ❑yes ❑ no

If yes, please describe: _____

_____

_____

26. Will any type of sound amplifying equipment or devices be used in conjunction with this event?

❑yes ❑no If yes, please list type of equipment

Type of Equipment	Quantity

27. If musical entertainment is used, please list contact information for sound technicians:

_____

28. Do you plan to provide other entertainment for this event? ❑yes ❑ no

If yes, please describe or attach copy of your planned program: _____

_____

Notice: The sponsoring organization's Event Coordinator must comply with all City of Bloomington's Ordinances regarding acceptable noise levels. (Please refer to the City's Noise Ordinance, Title 14, Chapter 14.09 of the City of Bloomington Municipal Code.) It is the event organizer's/applicant's responsibility to be in compliance with all federal and state copyrights laws.
*Application for a noise permit must be filed at least six weeks prior to event with the City of Bloomington Public Works. (812)349-3410 (required for both amplified and non-amplified entertainment including public announcements, speeches, etc)

29. Events with animals require additional considerations and Animal Control approval. Are you planning to pursue permission for animals at your event? ❑yes ❑no

30. Are you providing a generator as a power source? ❑yes ❑no

What are the electrical needs for the event?: _____

31. Are there any special provisions pertaining to your event that have not been addressed on this application:_____

_____

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Due with Application
❑Application Fee: $25/non-refundable $_____

To be completed by Bloomington Parks and Recreation Staff
Renters will receive an invoice for total amount due

Fees, Charges and Deposits Schedule:
❑Permit Fee: $150/day $_____
❑Deposit: $75/day/refundable $_____
❑Vending: $25-$35/day per vender selling
food/merchandise/fundraising $_____
❑Alcohol Vending Fee: special permission required $_____
❑3rd St. Stage Fee: $125/day, $100/day for non-profit
❑ With theatrical lights $156/day, $125/day for non-profit $_____
❑3rd St. Stage Deposit: $50/day $_____
❑Shelter Fee(s): $_____
❑Mobile Stage: Requires additional application $_____
❑Set-up Fee: 50% of base event day rent per day $_____
This fee will be charged for any set up that is done
prior the day of the event.
❑Tear-down Fee: 50% of base event day rent per day $_____
This fee will be charged for any equipment, rental or
personal, left on park property. (Incl. Sundays)
❑Staffing: $20-30/hour $_____
Any event requiring BPRD staff to remain on site
during the event.
❑Other charges: $_____
Associated with supervision or rental of buildings
(i.e. Allison Jukebox Community Center)
❑Misc. (additional charges as deemed necessary due to $_____
size and scope of event and impact on park/facility)

City of Bloomington Parks and Recreation Department Special Event Application **(PARK USE ONLY)**
Date Received: _____ Fees Charged: _____
Partnership: _____ Parks Event:_____ Permit #: _____

Scheduled for Special Use Meeting Date: _____ Approved: _____

City of Bloomington contact person: _____
Telephone Number: _____ Fax #: _____
E-mail: _____

2018 Guidelines for Requesting/Approval of Alcohol Sales with Approved Event Permit

In addition to an approved park permit application, rental groups requesting to serve beer and/or wine must submit a proposal including how the following guidelines will be met before qualifying for a temporary alcohol permit. Once submitted, the Board of Park Commissioners will approve/deny all requests.

1. An approved Event Permit Application must be on file and the rental group in good standing with the City of Bloomington Parks and Recreation Department
2. Once obtained, a copy of the approved temporary beer and wine permit from the State of Indiana, Alcohol & Tobacco Commission must be on file with Bloomington Parks and Recreation (prior to event).
3. Rental group(s) shall employ a licensed security company to be present throughout the event &/or anytime alcohol is present. The number of security needed will be determined by Bloomington Parks and Recreation staff and will be dependent on site set up and size/scope of event.
4. Any fencing plans must be included as part of the proposal and installation methods approved by Bloomington Parks and Recreation prior to event. Plastic snow fencing will not be allowed.
5. Anyone entering the area where alcohol is served must be over 21 and wearing either a wrist band or hand stamp indicating that they are of legal age to consume alcohol.
6. The detailed floor plan, map or diagram on file with the State must also be submitted with the proposal to Bloomington Parks and Recreation. Once approved, floor plan, map or diagram may not be altered.
   Alcohol permit fee is $200 or ten percent of gross, whichever is greater (alcohol permits granted on a case by case basis and require additional paperwork and approval by the Board of Park Commissioners).

https://www.in.gov/atc/files/2015_Temp_Permit_App_Instructions.pdf

Indiana State Regulations include:

1. *There must be a **well-defined premises** i.e. building, tent, enclosure, or fenced-in or designated area.*
2. *You **must** submit a floor plan or diagram (8 1.2 x 11) showing either a beer garden/bar room (for adults only) or beer garden/bar room and family area (for families to consume food). All alcoholic beverages **must** be dispensed from the beer garden/bar room. Minors will be allowed in the family area with a parent or guardian to consume food.*
3. *There shall be **NO** carry-out privileges, **NO** carry-in privileges, and **NO** spirituous beverages allowed.*
4. *Each applicant must designate an individual to be responsible for the event and such person must sign the application.*
5. ***ANY** and **ALL** persons dispensing or selling, or accepting payment for alcoholic beverages **MUST POSSESS** a valid ATC employee permit.*
6. *The event must meet applicable Board of Health requirements, particularly with regard to restroom facilities.*
7. *Legal hours of dispensing alcoholic beverages (Prevailing time)*
   Monday through Saturday – 7a.m. to 3 a.m. the following day
   Sunday – 10:00 a.m. to 12:30 a.m. the following day
8. *Applicant **must** file with the ATC at least 15 days prior to the event. Failure to comply is grounds for denial.*
9. *The temporary permit must be posted in the most conspicuous place at the location of the event. An excise officer or commissioner, for good cause, has the authority to revoke a temporary permit during the event.*

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2018 Application for Rental of Mobile Stage Equipment

Please return this form (make copy for your records) along with the appropriate payment, at least four weeks prior to your event to:

Crystal Ritter
Community Events
Bloomington Parks and Recreation
P.O. Box 848
Bloomington, IN 47402

FAX#: 812-349-3705
Phone#: 812-349-3725

Date of Application: _____ Date Equipment Needed: _____
(Application must be received at least four weeks prior to request)

Name of Person Responsible for Equipment: _____

Address: _____ Phone: _____

Type of Organization (service, social, etc.): _____

Purpose of Event: _____

Anticipated Event Attendance: _____

Location Where Equipment is Needed (state exact location of site, include map if possible) Location must be within city limits. Bloomington Parks and Recreation must approve site in advance. The mobile stage can only be transported by Parks personnel and will not be moved, once in place.

_____
_____
_____

Event Activity	**Set-up Time** What time do you want the stage opened?	Event Start Time	Event End Time	**Tear-down Time** What time do you want the stage closed?

I accept responsibility for care of any equipment rented and agree to pay for any damages or loss. I also agree to assume responsibility for group adherence to regulations and policy as listed on the attached pages, and to provide insurance coverage as necessary. I will be responsible for reserving the location where the mobile stage is to be placed and will meet Bloomington Parks and Recreation staff to assure proper stage placement. I understand that once the mobile stage is in place, it will not be moved until the date mutually agreed upon by myself and the Bloomington Parks and Recreation representative. I also understand the mobile stage may only be moved by Bloomington Parks and Recreation Operations staff.

_____ _____
Signature of Designated Representative Date

Special Event Equipment Rental Prices

All prices listed are per day

Category I – Non-Profit Organizations (must provide proof of 501(c)3 at time of rental)

Mobile Stage	$750/day + $375 deposit*	
w/Theatrical Lights	$1000/day + $500 deposit*	Requires additional electrical (see stage policy for details)
Stage Extenders	$365/day + $185 deposit* $60/day per platform + $75 deposit*	(7 platforms, 4'X8'X3')
Stage Risers	$365/day + $185 deposit* $60/day per platform + $75 deposit*	(6 platforms, 4'X8'X18")
Self Standing Stairs	$50/day + $25 deposit*	
	You must transport and set up	

Category II - For Profit Organizations:

Mobile Stage	$1000/day + $500 deposit*	
w/Theatrical Lights	$1250/day + $625 deposit*	Requires additional electrical (see stage policy for details)
Stage Extenders	$365/day + $185 deposit* $60/day per platform + $75 deposit*	(7 platforms, 4'X8'X3')
Stage Risers	$365/day + $185 deposit* $60/day per platform + $75 deposit*	(6 platforms, 4'X8'X18")
Self Standing Stairs	$50/day + $25. deposit*	

You must transport and set up stage risers and stairs

- ***All organizations are required to pay for any damage to the equipment that occurs during the periods of use. Assessed damage costs may exceed the amount of the damage deposit.**
- **The mobile stage can only be transported by Parks and Recreation, Operations personnel and cannot be moved once it is in place. Transportation fees may be added to the total cost of the stage.**
- **Those reserving equipment are responsible for reserving the location where equipment is to be placed. Also, those reserving equipment agree to meet Bloomington Parks and Recreation staff at desired location to assure proper placement of equipment.**
- **No posters, banners, signs or other materials can be adhered to the stage without prior approval from Bloomington Parks and Recreation. No tape, glue or adhesive material may be used on stage walls, floors, ceiling or any other part of the stage. Any failure to comply with this provision could result in loss of deposit and possible additional repair charge.**
- **A Bloomington Parks and Recreation site supervisor will remain on site while the stage is in operation. The fee for the site supervisor will be determined by event and staffing availability.**
- **The site supervisor will monitor stage use as well as weather conditions and will have the authority to shut down the stage if conditions become adverse. Adverse conditions**

include, but are not limited to, winds over 25mph, lightning, rain, and/or use deemed inappropriate or dangerous. If the stage is closed for reasons deemed necessary by the site supervisor, a refund <u>will not</u> be issued. Refunds <u>will not</u> be issued for advance cancellations made by renter.

- **Full payment (plus deposit) must be received seven days prior to rental date.**
- **If renter wants to develop its own firearms policy for the duration of the event at its own discretion, a copy of such policy should be provided to the City prior to the event and after the City has approved its application.**
- **The renting party shall provide the City with a certificate of insurance evidencing general liability insurance in the amount of $1 million per occurrence and $2 million aggregate. The policy shall name the City of Bloomington Parks and Recreation Department and the renter as insured parties, and the renter shall provide Parks with a certificate of insurance prior to the commencement of operations under the contract. The renter and its insurer shall notify BPRD within ten (10) days of any insurance cancellation. The individual or organization renting the mobile stage agrees to release, hold harmless and indemnify the City of Bloomington, its Parks and Recreation Department, and its officers, employees, agents and assigns from any and all claims that may arise as a result of the individual/organization's use of the mobile stage. This includes, but is not limited to, claims for personal injury and property damage, whether such claims may be brought by the renting individual/organization, or by any third party.**
- **The renting party shall be responsible for compliance with all State laws and regulations, including those governing special events and the use of stages.**

FOR OFFICIAL USE ONLY

****

Date Application Received: _____
Equipment Total: _____
Deposit Total: _____

Amount Received:
Equipment: _____ **Date:** _____
Deposit: _____ **Date:** _____

Deposit Refunded: _____ **Date:** _____

Initials of Staff: _____

POLICY RE: Mobile Stage Rental Policy

1. The mobile stage will be made available for rent by community, business or private organizations for concerts, theatre, sporting and other special events. All renters must have an approved reservation form to rent the stage. A copy of the form is attached.

2. All reservations will be processed through Bloomington Parks and Recreation, Community Events and will be based on availability of: stage, transport staff and supervisory staff.

3. The mobile stage is only available for use within Bloomington city limits. All stage set ups and locations must be approved, in advance, by the Parks and Recreation Department. Please return the attached form along with the appropriate payment, at least four weeks prior to your event.

4. The mobile stage will be transported, leveled and prepared for use by Parks and Recreation, Operations personnel only and will not be moved once it is in place. The cost for transport is included in the overall cost of the stage

5. A Parks and Recreation supervisor will remain on site during the event while the stage is in operation. The fee for the site supervisor will be determined by event and staffing availability.

6. The site supervisor will monitor stage use as well as weather conditions and will have the authority to shut down the stage if conditions become adverse. Adverse conditions include winds over 25mph and use deemed inappropriate or dangerous by department staff. If the stage is closed for reasons deemed necessary by the site supervisor a refund <u>will not</u> be issued. Refunds <u>will not</u> be issued for advance cancellations made by renters in advance of event date.

7. All stage renters are required to pay, as a minimum, equivalent to fifty percent (50%) of the total rental fee as a deposit at the time of initial reservation. The deposit is refundable provided damage has not occurred to rented facility during use.

8. All rental fees must be paid in full, no less than seven (7) days prior to the date of the renter's scheduled use. If the full fee is not paid within seven (7) days prior to use, Bloomington Parks and Recreation reserves the right to charge a $25 late fee and/or cancel the reservation.

9. Rental fees may be adjusted to reflect special staffing or equipment needs presented by the nature of the event and/or location.

10. The renting party is in charge and responsible for the conduct of all persons in attendance during the use of the stage. The renter and/or his/her organization will be held financially liable for any resulting damages to the mobile stage and/or property. Any damage charges will be based on equipment replacement and administrative costs, and may exceed the amount of the damage deposit. Renters are required to inspect the mobile stage at the time of its delivery and communicate any concerns or information about pre-existing damage to the on-site facility supervisor at that time.

11. No furnishings shall be removed from the stage. Nothing may be fixed (temporary or permanent) to the stage in any way, without prior consent from Bloomington Parks and Recreation. This includes banners, poster, signs or other materials. No tape, glue or adhesive materials may be used on stage walls, floors, ceiling or any other part of the stage. Any failure to comply with this provision may result in loss of deposit and possible additional repair charges.

12. The renting party shall provide the City with a certificate of insurance evidencing general liability insurance in the amount of $1 million per occurrence and $2 million aggregate. The policy shall name the City of Bloomington Parks and Recreation Department and the renter as insured parties, and the renter shall provide Parks with a certificate of insurance prior to the commencement of operations under the contract. The renter and its insurer shall notify BPRD within ten (10) days of any insurance cancellation. The individual or organization renting the show mobile agrees to release, hold harmless and indemnify the City of Bloomington, its Parks and Recreation Department, and its officers, employees, agents and assigns from any and all claims that may arise as a result of the individual/organization's use of the show mobile. This includes, but is not limited to, claims for personal injury and property damage, whether such claims may be brought by the renting individual/organization, or by any third party.

13. The Department Administrator may request the use of an approved security officer(s). The cost of the security officer(s) will be assumed by the renter/group.

14. Bloomington Parks and Recreation reserves the right to refuse any rental application.

15. Bloomington Parks and Recreation employees may not use park property or facilities for personal gain.

16. The possession of alcoholic beverages, drugs and other illegal controlled substances is prohibited in any park or park facility. In addition, pursuant to Bloomington Municipal Code 14.20.020, the discharge of a firearm is strictly prohibited within the City's jurisdiction.

17. However, per Indiana Code 35-47-11.1-4(10), the renter may develop and implement, at its own discretion, rules of conduct or admission regarding the carrying and storage of firearms, upon which attendance at and participation in its activities is conditioned. If the renter develops such a policy for its activities at its own discretion, the City may implement and enforce it and the renter is requested to provide a copy of such a policy to the City after its rental application is approved.)

18. Renters charging a fee for their event must complete appropriate paperwork before rental is approved.

19. The renter is responsible for securing the necessary noise permit from the City of Bloomington, Department of Public Works (812-349-3411) if amplified music is played.

20. The mobile stage has two separate electrical systems. Requirements for each and the respective connections for each are listed below:
    110 Outlets and Non-Theatrical Lighting
    - The minimum power requirement to use the electrical system on the stage is 30 amp/110Volt. The stage uses a Hubble Twist-Lock 30 Amp/110 Volt connector

(HBL2611) to power the electrical 110 Volt outlets and non-theatrical lighting on the stage. A 50' power cable with an HBL2611 connector is provided. Also provided is a 6' Hubble-to-pigtail adapter (only to be used by a certified electrician).

Theatrical Lighting:

- The minimum power requirement to use theatrical lighting on the stage is 50 Amp/220 Volt. The stage uses a Hubble Twist-Lock 50 Amp/220 Volt connector (CS6365C) to power the theatrical lighting. A 50' power cable with a CS6365C connector is provided for rentals that include use of the theatrical lighting. Also provided is a 6' adapter cable with a Hubble-to-Leviton 275T and one 6' adapter with a Hubble-to-pigtail (the pigtail adapter is only to be used by a certified electrician).

Under no circumstances are any of the cables provided to be disassembled for temporary conversion. It is the renter's responsibility to ensure that electrical installations are done safely and to code.

21. **All groups or organizations, regardless of affiliation with Bloomington Parks and Recreation, are required to adhere to the above policies.**

The

CITY OF BLOOMINGTON
parks and recreation

STAFF REPORT

Agenda Item: C-3 Date: 11/17/2017

Administrator Review\Approval PM

TO: Board of Park Commissioners
FROM: Barb Dunbar, Operations Coordinator
DATE: October 30, 2017
SUBJECT: Review/Approval of Mid-Service Contract with Snider Recreation, Inc.

Recommendation

Staff recommends the review/approval of a Mid-Service Contract with Snider Recreation, Inc. The contractor will install a 13-person cross fitness station and crushed stone surfacing at Winslow Sports Park. This will replace the existing equipment installed in the 1980's. Work will not begin until after November 28, 2017 and be completed on or before April 20, 2018.

Background

Funding for this project will be the Bloomington Parks Foundation which has received a generous donation from Fran Martin and family in memory of Dr. Donald Martin and his service to the Bloomington Parks Foundation.

RESPECTFULLY SUBMITTED,

Barbara L. Dunbar

_____

AGREEMENT
BETWEEN
CITY OF BLOOMINGTON
PARKS AND RECREATION DEPARTMENT
AND
SNIDER RECREATION, INC.
FOR
WINSLOW PARK FITNESS STATION

This Agreement, entered into on this _____day of _____, 2017, by and between the City of Bloomington Department of Parks and Recreation (the "Department"), and Service Supply Ltd., Inc. ("Contractor"),

WITNESSETH:

WHEREAS, the Department wishes to install a new replacement fitness station at Bryan Park; and

WHEREAS, the Department requires the services of a qualified vendor and contractor in order to secure the equipment and materials and perform the labor to install the new equipment; and

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

WHEREAS, Contractor 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>
Contractor shall diligently provide the Services under this Agreement as specified in Exhibit A, "Scope of Work", attached hereto and incorporated into this Agreement. Contractor shall complete the Services described in this Agreement in a timely manner consistent with the Standard of Care identified in Article 2. Contractor shall complete the Services required under this Agreement on or before April 20, 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 Contractor's work, Contractor agrees to maintain such coordination with the Department as may be requested and desirable, including primary coordination with Barbara J Dunbar as the Department's Project Manager. Contractor agrees that any information or documents, including digital GIS information, supplied by the Department pursuant to Article 3, below, shall be used by Contractor for this project only, and shall not be reused or reassigned for any other purpose without the written permission of the Department.

Article 2. <u>Standard of Care</u>
Contractor shall be responsible for completion of the Services in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances ("Standard of Care"). The Department shall be the sole judge of the adequacy

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

Article 3. Responsibilities of the Department

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

Article 4. Compensation

The Department shall pay Contractor for all fees and expenses in an amount not to exceed Thirty-One Thousand Seven Hundred and Sixty Dollars ($31,760.00). Contractor 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 Contractor within forty-five (45) days of receipt of invoice. The invoice shall be sent to:

BARBARA J DUNAR "Barb"
City of Bloomington
PO Box 848
Bloomington, Indiana 47402

Or via email: dunbarb@bloomington.in.gov

Additional services not set forth in Article 1, or changes in the Services must be authorized in writing by the Department or its designated project coordinator prior to such work being performed, or expenses incurred. The Department shall not make payment for any unauthorized work or expenses.

Article 5. Appropriation of Funds

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

Article 6. Schedule

Contractor shall not begin performing the Services before November 29, 2017 and the Services shall be completed by April 20, 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.

The Department may terminate or suspend performance of this Agreement at the Department's prerogative at any time upon written notice to Contractor. Contractor shall terminate or suspend performance of the Services on a schedule acceptable to the Department and the Department shall pay the 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 Contractor's compensation and the schedule of services. Upon termination or suspension of this Agreement, all finished or unfinished reports, drawings, collections of data and other documents generated by Contractor in connection with this Agreement shall become the property of the Department, as set forth in Article 10 herein.

Article 8. Identity of the Contractor

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

Article 9. Opinions of Probable Cost

All opinions of probable construction cost to be provided by Contractor shall represent the best judgment of Contractor based upon the information currently available and upon Contractor's background and experience with respect to projects of this nature. It is recognized, however, that neither Contractor 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 Contractor 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 Contractor will be at the Department's sole risk and without liability or legal exposure to Contractor. The Department shall indemnify, defend, and hold harmless the Contractor 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 Contractor 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 Contractor.

Article 12. Independent Contractor Status
During the entire term of this Agreement, Contractor shall be an independent contractor, and in no event shall any of its personnel, agents or sub-contractors be construed to be, or represent themselves to be, employees of the Department. Contractor shall be solely responsible for the payment and reporting of all employee and employer taxes, including social security, unemployment, and any other federal, state, or local taxes required to be withheld from employees or payable on behalf of employees.

Article 13. Indemnification
Contractor shall defend, indemnify, and hold harmless the City of Bloomington, the Department, and the officers, agents and employees of the City and the Department from any and all claims, demands, damages, costs, expenses or other liability arising out of the Agreement or occasioned by the reckless or negligent performance of any provision thereof, including, but not limited to, any reckless or negligent act or failure to act or any misconduct on the part of the Contractor or its agents or employees, or any independent contractors directly responsible to it (collectively "Claims").

Article 14. Insurance
During the performance of any and all Services under this Agreement, Contractor 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.

Contractor 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 Contractor may be held responsible for payment of damages resulting from Contractor's provision of the Services or its operations under this Agreement. If Contractor 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
Contractor declares that it has no present interest, nor shall it acquire any interest, direct or indirect, which would conflict with the performance of Services under this Agreement. Contractor agrees that no person having any such interest shall be employed in the performance of this Agreement.

Article 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 Contractor shall assign any rights or duties under this Agreement without the prior written consent of the other party. Unless otherwise stated in the written consent to an assignment, no assignment will release or discharge the assignor from any obligation under this Agreement.

Article 19. Third Party Rights
Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the Department and Contractor.

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

Article 22. Compliance with Laws
In performing the Services under this Agreement, Contractor shall comply with any and all applicable federal, state and local statutes, ordinances, plans and regulations, including any and all regulations for protection of the environment. Where such statutes, ordinances, plans or regulations of any public authority having any jurisdiction over the project are in conflict, Contractor shall proceed using its best judgment only after attempting to resolve any such conflict between such governmental agencies,

and shall notify the Department in a timely manner of the conflict, attempts of resolution, and planned course of action.

Article 23. E-Verify

Contractor is required to enroll in and verify the work eligibility status of all newly-hired employees through the E-Verify program. (This is not required if the E-Verify program no longer exists). Contractor shall sign an affidavit, attached as Exhibit B, affirming that Contractor 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.

Contractor and any subcontractors may not knowingly employ or contract with an unauthorized alien, or retain an employee or contract with a person that the Contractor or subcontractor subsequently learns is an unauthorized alien. If the City obtains information that the Contractor or subcontractor employs or retains an employee who is an unauthorized alien, the City shall notify the Contractor or subcontractor of the contract violation and require that the violation be remedied within 30 days of the date of notice. If the Contractor or subcontractor verified the work eligibility status of the employee in question through the E-Verify program, there is a rebuttable presumption that the Contractor or subcontractor did not knowingly employ an unauthorized alien. If the Contractor 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 Contractor. If the City terminates the contract, the Contractor or subcontractor is liable to the City for actual damages.

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

Article 24. Notices

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

Department:		**Contractor:**
City of Bloomington		Snider Recreation, Inc.
BARBARA J DUNBAR		JEFFREY SNIDER
401 N. Morton, Suite 250		10139 Regulation Road – Suite K
Bloomington, Indiana 47402		North Royalton, OH 44133

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

Article 25. Intent to be Bound
The Department and Contractor 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 Contractor. It supersedes all prior and contemporaneous communications, representations and agreements, whether oral or written, relating to the subject matter of this Agreement. This Agreement may be modified only by a written amendment signed by both parties hereto.

Article 27. Non-Collusion
Consultant is required to certify that it has not, nor has any other member, representative, or agent of Contractor, entered into any combination, collusion, or agreement with any person relative to the price to be offered by any person nor prevented any person from making an offer nor induced anyone to refrain from making an offer and that this offer is made without reference to any other offer. Contractor shall sign an affidavit, attached hereto as Exhibit C, affirming that Contractor 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

SNIDER RECREATION, INC.

_____
Jeffrey Snider, President/Owner

CITY OF BLOOMINGTON PARKS AND RECREATION

_____
Paula McDevitt, Director

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

EXHIBIT A

"Scope of Work"

Department Responsibilities:

Site Preparation

- Remove existing equipment
- Grading and removal of soil and debris
- Underground utility locates
- Any special site preparation

Removal of soil and final debris from site

Final inspection

Contractor Responsibilities:

Order equipment

Install concrete footers, according to manufacturer's specifications, prior to equipment arrival

Upon arrival of equipment contractor will install and surface mount the equipment to previously poured footers at the final grade of soil

Add 2" of crushed stone

Provide dumpster and dispose of packing material

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 _____.
   Owner/President Snider Recreation, Inc.
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.

Snider Recreation, Inc.

By: _____
Printed Name

_____
Signature

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-4 Date : 11/17/2017

Administrator Review\Approval PM

TO: Board of Park Commissioners
FROM: Barb Dunbar, Operations Coordinator
DATE: November 17, 2017
SUBJECT: REVIEW/APPROVAL OF SEVEN (11) SERVICE AGREEMENTS

Recommendation

Staff recommends the review/approval of eleven service agreements for the Operations and Sports Division. The service agreements are with the following consultants.

1. Big Dipper Building Services (Overhead Door) – general repairs/adjustments to garage doors
2. Bruce's Welding – general repairs and fabrication
3. Cassady Electrical Contractor's, LLC – general repairs/adjustments to lighting and electrical components
4. Harrell Fish, Inc (HF) – general repairs/adjustments to HVAC systems
5. J & S Locksmith Shop, Inc. – general repair repairs/adjustments to door locks and key cores
6. Professional Contracting, LLC (Steve's Roofing) – general repairs to roof, gutter, soffit or metal siding work
7. Woods Electrical – general repairs/adjustments to lighting and electrical components
8. Izzy's Rental – Rental and cleaning/pumping services at three (3) locations (Ferguson Dog Park, B-Line Trail-CSX Building, Clear Creek Trail-Church Lane Trailhead)
9. Izzy's Rental – Cleaning/pumping services *only* at four (4) locations (Clear Creek Trail-Tapp & That Rd Trailheads, Winslow Woods Park, Wapehani Mountain Bike Park)
10. Monroe Tuff-Jon – Rental and cleaning/pumping services at three (3) locations (Bryan Park, Upper Cascades Skatepark, Lions Den Shelter)
11. Monroe Tuff-Jon – Cleaning/pumping services *only* of two (2) pit toilets at Griffy Lake Nature Preserve

Background

The City of Bloomington Financial Policies Manual requires all public work projects to be approved in contract form by the Board of Park Commissioners. "Public Work" means any service done on city property that is paid for out of a public fund. The manual outlines that if the public work is estimated to cost less than $150,000 and involves routine operation, routine repair, or routine maintenance of existing structures, buildings or real property, the Board may award a contract for the public work in the manner provided in IC 5-22 for Public Purchasing.

These service contracts are in place to manage emergency or standard repairs and/or service as the need arises.

RESPECTFULLY SUBMITTED,

_____

AGREEMENT BETWEEN CITY OF BLOOMINGTON PARKS AND RECREATION DEPARTMENT AND BIG DIPPER BUILDING SERVICES, LLC (OVERHEAD DOOR)

This Agreement, entered into on this 28th day of November, 2017, by and between the City of Bloomington Department of Parks and Recreation (the "Department"), and Big Dipper Building Services, LLC (Overhead Door) ("Consultant").

Article 1. Scope of Services Consultant will repair, adjust, and/or replace overhead/garage doors at City park properties and facilities ("Services"). Provision of services at an hourly rate of One Hundred Twenty Five Dollars ($125) for a one-person job and One Hundred Fifty Dollars ($150) for a two-person job, plus materials. Consultant shall provide the Services for a set price per hour Monday-Friday 7:00am to 6:00pm and all other times for an afterhours hourly rate of Two Hundred Seventy Five Dollars ($275) for a one-person job and Three Hundred Dollars ($300) for a two-person job, plus any additional cost for parts and materials. Parks Department would give Consultant at least two (2) working days' notice on repair. Repairs requiring more immediate action, (emergencies), may be billed at an emergency hourly rate of Two Hundred Seventy Five Dollars ($275) for a one-person job and Three Hundred Dollars ($300) for a two-person job. Types of door components are overhead doors, garage doors, locks, latches & motors. 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 Monday, December 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 Barb Dunbar 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. Upon agreement by both parties this agreement may be extended for one year.

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 Department shall pay Consultant for all fees and expenses in an amount not to exceed One Thousand Five Hundred Dollars ($1,500.00) for services and Eight hundred Dollars ($800) for materials and supplies. Consultant shall submit an invoice to the Department upon the completion of Services described in Article 1. The invoice shall be sent to: Barb Dunbar, City of Bloomington, 401 N. Morton, Suite 250, Bloomington, Indiana 47404. Invoices may be sent via first class mail postage prepaid or via email. Payment will be remitted to 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.

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 as needed. 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 Parks and Recreation, **Attn: Barb Dunbar, 401 N. Morton Suite 250, Bloomington, IN 47402. Consultant: Big Dipper Building Services, LLC (Overhead Door) Bloomington, Indiana 47402.** 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

Big Dipper Building Services LLC (Overhead Door)

_____
Matt Whitney, General Manager

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 General Mgr. of Big Dipper Building Services LLC (Overhead Door).
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.

Big Dipper Building Services LLC (Overhead Door)

By: _____
Printed Name

_____
Signature

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 BETWEEN CITY OF BLOOMINGTON PARKS AND RECREATION DEPARTMENT AND BRUCE'S WELDING

This Agreement, entered into on this 28th day of November, 2017, by and between the City of Bloomington Department of Parks and Recreation (the "Department"), and Bruce's Welding ("Consultant").

Article 1. Scope of Services Contractor will perform welding repairs to equipment at City park properties and facilities ("Services"). Provision of services at an hourly rate of Fifty Dollars ($50.00) when equipment is brought to Consultant's shop and an hourly rate of One Hundred Dollars ($100) when the vendor must travel to site where equipment is located. In the event the Consultant travels to site where equipment is located, there will be a minimum charge of Two Hundred Ninety-Five Dollars ($295). Consultant shall provide the Services for facilities for a set price per hour. Consultant shall charge the same rate for afterhours Services. The Department will give notice to Consultant at least two (2) working days on repair, except in the instance repairs require more immediate action. 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 Monday, December 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 Barb Dunbar 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. Upon agreement by both parties this agreement may be extended for one year.

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 Department shall pay Consultant for all fees and expenses in an amount not to exceed Eight Hundred Dollars ($800). Consultant shall submit an invoice to the Department upon the completion of the Services described in Article 1. The invoice shall be sent to: Barb Dunbar City of Bloomington, 401 N. Morton, Suite 250, Bloomington, Indiana 47404. Invoices may be sent via first class mail postage prepaid or via email. Payment will be remitted to 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.

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 as needed. 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 Parks and Recreation, **Attn: Barb Dunbar, 401 N. Morton Suite 250, Bloomington, IN 47402. Consultant: Bruce's Welding 1308 Vernal Pk., 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 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

Bruce's Welding

_____
Jake Glasgow, Owner

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 owner of Bruce's Welding.
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.

Bruce's Welding

By: _____
Printed Name

_____
Signature

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 BETWEEN CITY OF BLOOMINGTON PARKS AND RECREATION DEPARTMENT AND CASSADY ELETRICAL CONTRACTOR's, INC

This Agreement, entered into on this 28th day of November, 2017, by and between the City of Bloomington Department of Parks and Recreation (the "Department"), and Cassady Electrical Contractor ("Consultant").

Article 1. Scope of Services Consultant will repair, adjust, and/or replace lighting and electrical components at City park properties and facilities ("Services"). Provision of services at an hourly rate of Sixty Five Dollars ($65.00) for a one-person job and One Hundred Ten Dollars ($110) for a /two-person job, plus materials. Consultant shall provide the Services: for a set price per hour Monday-Friday 7:00am to 6:00pm and all other times for an afterhours hourly rate of Ninety Seven Dollars and Fifty Nine Cents ($97.59), plus any additional cost for parts and materials. Parks Department would give Consultant at least two (2) working days' notice on repair. Repairs requiring more immediate action, (emergencies), may be billed at an emergency hourly rate of Ninety Seven Dollars and Fifty Nine Cents ($97.50). Types of lighting components are: LED pole lighting, HID pole lighting, electrical circuits, outlets and wiring, electric motors, (to include three phase), electric panels, underground wiring, photo and timed controllers and contractors. Consultant may also charge the Parks Department for any equipment they may have to rent in order to make the necessary repairs. Consultant may charge Bucket Fee of Fifty ($50.00) per hour (PTO time only). 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 Monday, December 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 Barb Dunbar 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. Upon agreement by both parties this agreement can be extended for one year.

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 Department shall pay Consultant for all fees and expenses in an amount not to exceed Four Thousand Nine Hundred and Ninety-Nine Dollars ($4,999) for service, materials/supplies. Consultant shall submit an invoice to the Department upon the completion of Services described in Article 1. The invoice shall be sent to: Barb Dunbar, City of Bloomington, 401 N. Morton, Suite 250, Bloomington, Indiana 47404. Invoices may be sent via first class mail postage prepaid or via email. Payment will be remitted to 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.

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 as needed. 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 Parks and Recreation, **Attn: Barb Dunbar, 401 N. Morton Suite 250, Bloomington, IN 47402. Consultant: Cassady Electric PO Box 53, Ellettsville, Indiana 47429.** 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

Cassady Electrical Contractors, Inc.

_____

Mae Cassady, Owner

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 Owner of Cassady Electrical Contractor's, Inc.
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.

Cassady Electrical Contractor's, Inc

By: _____
Printed Name

_____
Signature

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 BETWEEN CITY OF BLOOMINGTON PARKS AND RECREATION DEPARTMENT AND HARRELL FISH, INC. (H.F.I.)

This Agreement, entered into on this 28th day of November, 2017, by and between the City of Bloomington Department of Parks and Recreation (the "Department"), and Harrell Fish, Inc. (H.F.I.). ("Consultant"),

Article 1. Scope of Services Consultant shall repair, adjust, and/or replace heating, ventilation and cooling components at City park properties and facilities ("Services") for a set price per hour Monday-Friday 7:00am to 6:00pm and all other times for an afterhours hourly rate of $93, plus any additional cost for parts and materials. Provision of services at an hourly rate of $78, plus materials. Parks Department would give contractors at least two (2) working days' notice on repair. Repairs requiring more immediate action, (emergencies), may be billed at an emergency hourly rate of $93. Holiday Call-out/Double Time hourly rate will be $114.
Types of HVAX components are: blower motors, thermostats, gas valves, filters and control boards.
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 Monday, December 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 Barb Dunbar - Operations or Hsiung Maraler - Sports or Daren Eads – Twin Lakes 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. Upon agreement by both parties, this agreement can be extended for one additional year.
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 Department shall pay Consultant for all fees and expenses in an amount not to exceed Four Thousand Nine Hundred Ninety Nine Dollars ($4,999). Consultant shall submit an invoice to the Department upon the completion of Services described in Article 1. The invoice shall be sent to: Barb Dunbar – Operations or Hsiung Marler - Sports or Daren Eads – Twin Lakes, City of Bloomington, 401 N. Morton, Suite 250, Bloomington, Indiana 47404. Invoices may be sent via first class mail postage prepaid or via email. Payment will be remitted to 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.
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 as needed. 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 Parks and Recreation, **Attn: Barb Dunbar - Operations or Hsiung Marler – Sports or Daren Eads – Twin Lakes, 401 N. Morton Suite 250, Bloomington, IN 47402. Consultant: Harrell Fish, Inc., PO Box 1998, Bloomington, Indiana 47402.** 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

Harrell Fish, Inc. (H.F.I.)

_____

Michael Hupp, Service Manager

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 Service Manager of Harrell Fish, Inc. (H.F.I.).
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.

Harrell Fish, Inc. (H.F.I.)

By: _____
Printed Name

_____
Signature

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 BETWEEN CITY OF BLOOMINGTON PARKS AND RECREATION DEPARTMENT AND J&S LOCKSMITH SHOP, INC.

This Agreement, entered into on this 28th day of November, 2017, by and between the City of Bloomington Department of Parks and Recreation (the "Department"), and J&S Locksmith Shop, Inc. ("Consultant").

Article 1. Scope of Services Consultant will repair, adjust, and/or replace door locks at City park properties and facilities ("Services").

Provision of services: All service calls will be charged a Trip Charge of Forty Dollars ($40.00). An hourly rate of Fifty-Five Dollars/hr will apply when the service call requires more than one hour of labor. Consultant shall provide the Services for a set price per hour Monday-Friday 7:00am to 6:00pm and all other times for an afterhours hourly rate of Fifty-Five Dollars ($55), Trip Charge of Forty Dollars ($40.00) plus any additional cost for parts and materials. Parks Department would give Consultant at least two (2) working days' notice on repair. Repairs requiring more immediate action, (emergencies), may be billed at an emergency hourly rate of Fifty Dollars ($55.00), Trip Charge of Forty Dollars ($40.00), plus parts and materials. Service work of this type will more times than not be of an emergency nature and will require immediate action form the service provider.

Types of lock components are key, lock cores, deadbolts and door locks.

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 Monday, December 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 Barb Dunbar 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. Upon agreement by both parties.

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 Department shall pay Consultant for all fees and expenses in an amount not to exceed Five Hundred Dollars ($500.00) for service and Two Hundred Dollars ($200.00) for materials/supplies. Consultant shall submit an invoice to the Department upon the completion of Services described in Article 1. The invoice shall be sent to: Barb Dunbar, City of Bloomington, 401 N. Morton, Suite 250, Bloomington, Indiana 47404. Invoices may be sent via first class mail postage prepaid or via email. Payment will be remitted to 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.

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 as needed. 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 Parks and Recreation, **Attn: Barb Dunbar, 401 N. Morton Suite 250, Bloomington, IN 47402. Consultant: J&S Locksmith Shop, Inc., 508 W. 17th St. Bloomington, Indiana 47402.** 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

J&S Locksmith Shop, Inc.

_____
Scott Roberts, Manager

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 Manager of J & S Locksmith Shop, Inc.
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.

J&S Locksmith Shop, Inc.

By: _____
Printed Name

_____
Signature

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 BETWEEN CITY OF BLOOMINGTON PARKS AND RECREATION DEPARTMENT AND PROFESSIONAL CONTRACTING, LLC (STEVE'S ROOFING)

This Agreement, entered into on this 28th day of November, 2017, by and between the City of Bloomington Department of Parks and Recreation (the "Department"), and Professional Contracting, LLC (Steve's Roofing) ("Consultant").

Article 1. Scope of Services Consultant will perform roof, gutter, soffit or metal siding work at City park properties and facilities, not to include complete roofing projects ("Services"). Provision of services at an hourly rate of Ninety Eight Dollars ($98.00) for a one-person job and hourly rate of One Hundred Fifty Six Dollars ($156) for a two-person job, plus materials. Consultant shall provide the Services: for a set price per hour Monday-Friday 7:00am to 4:00pm and all other times for an afterhours price of One Hundred Forty Seven Dollars ($147) for a one-person job and hourly rate of Two Hundred and Thirty Four ($234) for a two-person job, plus any additional cost for parts and materials.

Parks Department would give Consultant contractors at least two (2) working days' notice on repair. Repairs requiring more immediate action, (emergencies), may be billed at an emergency rate will be One Hundred and Forty Seven Dollars ($147) for a one-person job and Two Hundred and Thirty Four Dollars for a two-person job plus any additional cost for parts and materials.

Consultant may also charge the Parks Department for any equipment they may have to rent in order to make the necessary repairs.

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 Monday, December 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 Barb Dunbar 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. Upon agreement by both parties, this agreement can be extended for one year.

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 Department shall pay Consultant for all fees and expenses in an amount not to exceed One Thousand Eight Hundred Dollars ($1,800.00) and One Thousand Dollars ($1,000) for materials. Consultant shall submit an invoice to the Department upon the completion of Services described in Article 1. The invoice shall be sent to: Barb Dunbar, City of Bloomington, 401 N. Morton, Suite 250, Bloomington, Indiana 47404. Invoices may be sent via first class mail postage prepaid or via email. Payment will be remitted to 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.

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 as needed. 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 Parks and Recreation, **Attn: Barb Dunbar, 401 N. Morton Suite 250, Bloomington, IN 47402. Consultant: Professional Contracting, LLC, 5108 S. Commercial St., Bloomington, Indiana 47429.** 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

Professional Contracting, LLC (Steve's Roofing)

_____
George Schermer, President

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 President of Professional Contracting, 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 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.

Professional Contracting, LLC (Steve's Roofing)

By: _____
Printed Name

_____
Signature

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 BETWEEN CITY OF BLOOMINGTON PARKS AND RECREATION DEPARTMENT AND WOODS ELECTRICAL CONTRACTOR'S, INC.

This Agreement, entered into on this 28th day of November, 2017, by and between the City of Bloomington Department of Parks and Recreation (the "Department"), and Woods Electrical Contractor ("Consultant"),

Article 1. Scope of Services Consultant shall provide Electrical work ("Services") at an hourly rate of $65.00 plus materials. Consultant will repair, adjust, and/or replace lighting and electrical components at City park properties and facilities for a set price per hour Monday-Friday 7:00am to 6:00pm and all other times for an afterhours price of $97.50. Parks Department would give Consultant at least two (2) working days' notice on repair. Repairs requiring more immediate action, (emergencies), may be billed at an emergency rate of $97.50.
Types of lighting components are: LED pole lighting, HID pole lighting, electrical circuits, outlets and wiring, electric motors, (to include three phase), electric panels, underground wiring, photo and timed controllers and contractors.
Consultant may also charge the Parks Department for any equipment they may have to rent in order to make the necessary repairs. Consultant may charge the Parks Department a Bucket Truck Fee of $50.00 per day.
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 Monday, December 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 Barb Dunbar – Operations/Chelsea Price and/or Don Foddril – Pools, Daren Eads - Twin Lakes,, 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. Upon agreement by both parties, agreement can be extended for one year.
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 Department shall pay Consultant for all fees and expenses in an amount not to exceed Four Thousand Nine Hundred Ninety Nine Dollars ($4999). Consultant shall submit an invoice to the Department upon the completion of Services described in Article 1. The invoice shall be sent to: Barb Dunbar– Operations/Chelsea Price and/or Don Foddrill – Pools, Daren Eads – Twin Lakes and/or Marcia Veldman - Gardens City of Bloomington, 401 N. Morton, Suite 250, Bloomington, Indiana 47404. Invoices may be sent via first class mail postage prepaid or via email. Payment will be remitted to 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.
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 as needed. 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 Parks and Recreation, **Attn: Barb Dunbar– Operations/Chelsea Price and/or Don Foddrill – Pools**, **401 N. Morton Suite 250, Bloomington, IN 47402. Consultant: Woods Electric 4180 N. Starnes Rd., Bloomington, Indiana 47404.** 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

Woods Electrical Contractors, Inc.

_____
Roger Woods, President

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 President of Woods Electrical Contractor's, Inc.
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.

Woods Electrical Contractor

By: _____
Printed Name

_____
Signature

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 BETWEEN CITY OF BLOOMINGTON PARKS AND RECREATION DEPARTMENT AND IZZY'S RENTAL (THE STABLES EVENTS, LLC)

This Agreement, entered into on this 28th day of November, 2017, by and between the City of Bloomington Department of Parks and Recreation (the "Department"), and Izzy's Rental ("Consultant"),

Article 1. Scope of Services Consultant shall provide rental/cleaning/pumping services of portable toilets at various locations for Bloomington Parks and Recreation Department ("Services"). Rental/cleaning/pumping services of toilets are priced as follows:
Dog Park location, January thru December for a cost of Twenty Six Dollars and Twenty Five Cents ($26.25) per week, to include cleaning/pumping services once per week. CSX-BLDG. (B-Line Trail) and Church Lane Trailhead locations June through September for a cost of Forty Six Dollars and Twenty Five Cents ($46.25) per week, to include cleaning/pumping services twice per week. CSX-BLDG. (B-Line Trail) and Church Lane Trailhead locations October through May for a cost of Twenty Six Dollars and Twenty Five Cents ($26.25) per week, to include cleaning/pumping services once per week. Any additional cleaning/pumping services will be a cost of $20.00 per service/per unit.
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, 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 Barb Dunbar 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. Upon agreement by both parties, this agreement can be extended for one year.
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 Department shall pay Consultant for all fees and expenses in an amount not to exceed Four Thousand Nine Hundred Ninety Nine Dollars ($4,999). Consultant shall submit an invoice to the Department upon the completion of the Services described in Article 1. The invoice shall be sent to: Barb Dunbar, City of Bloomington, 401 N. Morton, Suite 250, Bloomington, Indiana 47404. Invoices may be sent via first class mail postage prepaid or via email. Payment will be remitted to 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.
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.
Dog Park will be serviced one time per week from January through December. CSX-BLDG. (B-Line Trail) and Church Lane Trailhead will be serviced twice per week from June through September. CSX-BLDG. (B-Line Trail) and Church Lane Trailhead will be serviced one time per week from October through May.
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: Barb Dunbar Project Manager, 401 N. Morton, Bloomington, IN 47402. Consultant: Izzy's Rental 9015 South Gore Rd. 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 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

IZZY'S RENTAL

_____
Kevin Kerr, Co-owner

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 Co-owner of Izzy's Rental.
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.

Izzy's Rental

By: _____
Printed Name

_____
Signature

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 BETWEEN CITY OF BLOOMINGTON PARKS AND RECREATION DEPARTMENT AND IZZY'S RENTAL (THE STABLES EVENTS, LLC)

This Agreement, entered into on this 28th day of November 2017, by and between the City of Bloomington Department of Parks and Recreation (the "Department"), and Izzy's Rental ("Consultant"),

Article 1. Scope of Services Consultant shall provide cleaning/pumping services for portable toilets owned by the Department at various locations for Bloomington Parks and Recreation Department ("Services"). Service of toilets are priced as follows:
Winslow Park location, May through September for a cost of Forty Dollars ($40.00) per week, for twice a week cleaning/pumping services. Winslow Park location, October through April for a cost of Twenty Dollars per week, for once a week cleaning/pumping services. TAPP RD Trailhead and THAT RD Trailhead locations June through September for a cost of Forty Dollars ($40.00) per week, for twice a week cleaning/pumping services. TAPP RD Trailhead and THAT RD Trailhead locations October through May at a cost of Twenty Dollars ($20.00) per week, for once a week cleaning/pumping services. Wapehani MBP location from December through February for a cost of Twenty Dollars per month, for once a month cleaning/pumping service. Wapehani MBP location from March through November for a cost of Twenty Dollars per week, for once a week cleaning/pumping service. Any additional cleaning/pumping services will be a cost of $20.00 per service/per unit.
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, 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 Barb Dunbar 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. Upon agreement by both parties, this agreement can be extended for one year.
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 Department shall pay Consultant for all fees and expenses in an amount not to exceed Four Thousand Nine Hundred Ninety Nine Dollars ($4,999). Consultant shall submit an invoice to the Department upon the completion of the Services described in Article 1. The invoice shall be sent to: Barb Dunbar, City of Bloomington, 401 N. Morton, Suite 250, Bloomington, Indiana 47404. Invoices may be sent via first class mail postage prepaid or via email. Payment will be remitted to 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.
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.
Winslow Park location will be serviced twice per week from May through September and once per week from October through April. TAPP RD Trailhead and THAT RD Trailhead locations will be serviced twice per week from June through September and once per week from October through May. Wapehani MBP location will be serviced once per month from December through February and once per week from March through November. The Wapehani MBP location will have interrupted service that will occur during the months of January, February, March or April. This is due to construction causing a closing of the park sometime during those months.
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: Barb Dunbar Project Manager, 401 N. Morton, Bloomington, IN 47402. Consultant: Izzy's Rental 9015 South Gore Rd. 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 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

IZZY'S RENTAL

_____

Kevin Kerr, Co-owner

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 Co-owner of Izzy's Rental.
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.

Izzy's Rental

By: _____
Printed Name

_____
Signature

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 BETWEEN CITY OF BLOOMINGTON PARKS AND RECREATION DEPARTMENT AND MONROE TUFF-JON

This Agreement, entered into on this 28th day of November, 2017, by and between the City of Bloomington Department of Parks and Recreation (the "Department"), and Monroe Tuff-Jon ("Consultant"),

Article 1. Scope of Services Consultant shall provide rental, pumping and cleaning of portable toilets at various locations for Bloomington Parks and Recreation Department ("Services"). Rental of toilets are priced as follows:
Upper Cascades Skate Park location, January thru December for a cost of Twenty Two Dollars and Fifty Cents ($22.50) per week, to include rental/cleaning/pumping services once per week. Bryan Park location, May thru September for a cost of Forty Five Dollars ($45.00) per week, to include rental/cleaning/pumping services twice per week. Bryan Park location, October thru April for a cost of Twenty Two Dollars and Fifty Cents ($22.50) per week, to include rental/cleaning/pumping services once per week. Lions Den location, May thru September for a cost of Forty Five Dollars ($45.00) per week, to include rental/cleaning/pumping services twice per week. Lions Den location October thru April for a cost of Twenty Two Dollars and Fifty Cents ($22.50) per week, to include rental /Cleaning/pumping services once per week. Any additional cleaning/pumping services will be a cost of $15.00 per service/per unit.
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, 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 Barb Dunbar 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 Department shall pay Consultant for all fees and expenses in an amount not to exceed Four Thousand Nine Hundred Ninety Nine Dollars and Zero Cents ($4,999.00). Consultant shall submit an invoice to the Department upon the completion of the Services described in Article 1. The invoice shall be sent to: Barb Dunbar, City of Bloomington, 401 N. Morton, Suite 250, Bloomington, Indiana 47404. Invoices may be sent via first class mail postage prepaid or via email. Payment will be remitted to 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.
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:
Upper Cascades Skate Park will be serviced one time per week from January through December. Bryan Park will be serviced twice weekly from May thru September and once per week October thru April, unless otherwise directed by the Department. 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: Barb Dunbar, Project Manager, 401 N. Morton, Bloomington, IN 47402. Consultant: Monroe Tuff-Jon.** 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

MONROE TUFF-JON

_____

Bill Chasteen, Owner

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 owner of Monroe Tuff-jon
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.

Monroe Tuff-jon

By: _____
Printed Name

_____
Signature

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 BETWEEN CITY OF BLOOMINGTON PARKS AND RECREATION DEPARTMENT AND MONROE TUFF-JON

This Agreement, entered into on this 28th day of November, 2017, by and between the City of Bloomington Department of Parks and Recreation (the "Department"), and Monroe Tuff-Jon ("Consultant"),

Article 1. Scope of Services Consultant shall provide pumping/cleaning of two pit toilets at Griffy Lake Nature Preserve for Bloomington Parks and Recreation Department ("Services"). Cleaning/Pumping of toilets are priced as follows:
April thru October for a cost of Twenty Five Dollars ($25.00) per toilet twice monthly to include cleaning/pumping service. Any additional cleaning/pumping services will be at a cost of $25 per service per unit. 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, 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 Elizabeth Tompkins 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 Department shall pay Consultant for all fees and expenses in an amount not to exceed One Thousand One Hundred Dollars ($1,100.00). Consultant shall submit an invoice to the Department upon the completion of the Services described in Article 1. The invoice shall be sent to: Elizabeth Tompkins, City of Bloomington, 401 N. Morton, Suite 250, Bloomington, Indiana 47404. Invoices may be sent via first class mail postage prepaid or via email. Payment will be remitted to 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.
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:
Griffy Lake Nature Preserve will be serviced twice monthly from April thru October, unless otherwise directed by the Department.
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.

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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: Elizabeth Tompkins, Project Manager, 401 N. Morton, Bloomington, IN 47402. Consultant: Monroe Tuff-Jon.** 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

MONROE TUFF-JON

_____

Bill Chasteen, Owner

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 owner of Monroe Tuff-jon.
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.

Monroe Tuff-jon

By: _____
Printed Name

_____
Signature

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: 11/17/2017

Administrator
Review\Approval
PM

TO: Board of Park Commissioners
FROM: Lee E Huss, Urban Forester
DATE: November 1, 2017
SUBJECT: Review/Approval of Contract for Winter Hazardous tree removals

Recommendation

It is recommended the Board approve a contract to remove thirteen hazardous trees in public areas around Bloomington.

Background

The Urban Forester has identified thirteen hazardous trees in Parks and Public right-of-ways that need to be removed. One location is the pruning of a dead limb on a Red Maple at 15th & N College Ave. Due to location of nearby electric service and private infrastructure, the city is utilizing the services of Bluestone Tree LLC Tree Services to perform the work

RESPECTFULLY SUBMITTED,

_____
Lee E Huss, Urban Forester

AGREEMENT
BETWEEN
CITY OF BLOOMINGTON
PARKS AND RECREATION DEPARTMENT
AND
BLUESTONE TREE LLC
FOR
WINTER 2017 HAZARD TREE REMOVAL

This Agreement, entered into on this _____day of November, 2017, by and between the City of Bloomington Department of Parks and Recreation (the "Department"), and Bluestone Tree LLC Service ("Consultant"),

WITNESSETH:

WHEREAS, the Department wishes to hire the services of Bluestone Tree Services LLC; and

WHEREAS, the Department requires the services of a professional consultant in order to perform the removal of several hazardous trees and one pruning service (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 December 16th 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 Lee Huss – Urban Forester 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 Eighteen Thousand, dollars ($18,000.00). 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:

Lee Huss – Urban Forester
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 following schedule:

Work will begin December 1st 2017 and will be completed by March 23rd, 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.
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		Jerad Oren
Attn: Lee E Huss – Urban Forester		Bluestone Tree LLC
401 N. Morton, Suite 250		P.O. Box 345
Bloomington, Indiana 47402		Clear Creek IN 47426

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

Bluestone Tree LLC

_____
Jerad Oren, 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**:**

120 W 7th St – Remove 29" DBH Ash tree

1022 N College Ave. – Remove dead limb on Maple tree

700 S College Ave – Remove 50" DBH Silver Maple tree

Goat Farm/ 3212 (3218) S Abby Ln – Remove 20" DBH and 8" DBH Ash trees
Drop into woods

Winslow Woods on Highland Ave – Remove 50" DBH Ash tree
Drop into woods

1033 S Hawthorne – Remove three Ash trees 53" DBH, 49" DBH, 17" DBH
Drop into woods

420 S Woodlawn Ave – Remove 49" DBH Sugar Maple

502, 510, 516 S Woodlawn Ave – Remove 4 trees; (2) Sugar Maples, 27" DBH, 26" DBH,
(2) Silver Maples, 25" DBH, 46" DBH

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 Owner of Bluestone Tree 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 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.

Blue Stone Tree 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

CITY OF BLOOMINGTON
parks and recreation

STAFF REPORT

Agenda Item: C-6 Date: 11/17/2017

Administrator Review\Approval PM

TO: Board of Park Commissioners
FROM: John Turnbull, Division Director Sports
DATE: **November 15, 2017**
SUBJECT: **Contract for Services with City Glass of Bloomington, Inc.**

Recommendation

Staff recommends approval of this contract for $4,025.00. Funding from General Fund 200-18-187202-53650.

Background

The history on this job is rather lengthy. This is a contract to install one specialty door at Winslow Sports Park. Quotes were received in 2016 for this and two quotes were received. Neidigh for $5,708 and Tommy D's for $5,495.80. Neidigh was originally chosen because of their experience but did not sign the contract and has indicated they will not do the work. Tommy D's was then chosen but would not complete Affirmative Action paperwork nor wanted to sign the contract even after review. Now we present City Glass of Bloomington, Inc. which did not originally bid but gave us a lower price and they too verbally state they will sign.

This door is the handicapped restroom door on the Junior side (north side). The door has rotted from the inside and the bottom leaves open space for weather and wildlife.

RESPECTFULLY SUBMITTED,

John Turnbull, Division Director Sports

AGREEMENT
BETWEEN
CITY OF BLOOMINGTON
PARKS AND RECREATION DEPARTMENT
AND
CITY GLASS of BLOOMINGTON, INC.
FOR
WINSLOW SPORTS PARK DOOR

This Agreement, entered into on this _____day of _____, 2017, by and between the City of Bloomington Department of Parks and Recreation (the "Department"), and City Glass of Bloomington, Inc. ("Contractor").

WITNESSETH:

WHEREAS, the Department wishes to replace a handicap restroom door at Winslow Sports Complex; and

WHEREAS, the Department requires the services of a professional contractor in order to perform 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, Contractor 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>
Contractor shall provide the Services as specified in Exhibit A, "Scope of Work", attached hereto and incorporated into this Agreement.

Contractor shall diligently provide the Services under this Agreement and shall complete the Services described in this Agreement in a timely manner consistent with the Standard of Care identified in Article 2.

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

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

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

Article 4. Compensation
The Department shall pay Contractor for all fees and expenses in an amount not to exceed Four Thousand Twenty Five Dollars and 00/100 ($4,025.00). Contractor 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 Contractor 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
Contractor shall perform the Services by April 1, 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 Contractor. Contractor shall terminate or suspend performance of the Services on a schedule acceptable to the Department and the Department shall pay the Contractor for all the Services performed up to the date that written notice is received, plus reasonable termination or suspension expenses. Upon restart, an equitable adjustment shall be made to Contractor's compensation and the schedule of services. Upon termination or suspension of this Agreement, all finished or unfinished reports, drawings, collections of data and other documents generated by Contractor in connection with this Agreement shall become the property of the Department, as set forth in Article 10 herein.

Article 8. Identity of the Contractor

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

Article 9. Opinions of Probable Cost

All opinions of probable construction cost to be provided by Contractor shall represent the best judgment of Contractor based upon the information currently available and upon Contractor's background and experience with respect to projects of this nature. It is recognized, however, that neither Contractor 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 Contractor 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 Contractor will be at the Department's sole risk and without liability or legal exposure to Contractor. The Department shall indemnify, defend, and hold harmless the Contractor 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 Contractor and furnished to the Department as part of the Services shall become the property of the Department. Contractor shall retain its ownership rights in its design, drawing details, specifications, databases, computer software and other proprietary property. Intellectual property developed, utilized or modified in the performance of the Services shall remain the property of Contractor.

Article 12. Independent Contractor Status
During the entire term of this Agreement, Contractor shall be an independent contractor, and in no event shall any of its personnel, agents or sub-contractors be construed to be, or represent themselves to be, employees of the Department. Contractor shall be solely responsible for the payment and reporting of all employee and employer taxes, including social security, unemployment, and any other federal, state, or local taxes required to be withheld from employees or payable on behalf of employees.

Article 13. Indemnification
Contractor shall defend, indemnify, and hold harmless the City of Bloomington, the Department, and the officers, agents and employees of the City and the Department from any and all claims, demands, damages, costs, expenses or other liability arising out of the Agreement or occasioned by the reckless or negligent performance of any provision thereof, including, but not limited to, any reckless or negligent act or failure to act or any misconduct on the part of the Contractor or its agents or employees, or any independent contractors directly responsible to it (collectively "Claims").

Article 14. Insurance
During the performance of any and all Services under this Agreement, Contractor 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.
Contractor 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 Contractor may be held responsible for payment of damages resulting from Contractor's provision of the Services or its operations under this Agreement. If Contractor 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
Contractor declares that it has no present interest, nor shall it acquire any interest, direct or indirect, which would conflict with the performance of Services under this Agreement. Contractor agrees that no person having any such interest shall be employed in the performance of this Agreement.

Article 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 Contractor shall assign any rights or duties under this Agreement without the prior written consent of the other party. Unless otherwise stated in the written consent to an assignment, no assignment will release or discharge the assignor from any obligation under this Agreement.

Article 19. Third Party Rights
Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the Department and Contractor.

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

Article 22. Compliance with Laws
In performing the Services under this Agreement, Contractor shall comply with any and all applicable federal, state and local statutes, ordinances, plans and regulations, including any and all regulations for protection of the environment. Where such statutes, ordinances, plans or regulations of any public authority having any jurisdiction over the project are in conflict, Contractor shall proceed using its best judgment only after attempting to resolve any such conflict between such governmental agencies,

and shall notify the Department in a timely manner of the conflict, attempts of resolution, and planned course of action.

Article 23. E-Verify

Contractor is required to enroll in and verify the work eligibility status of all newly-hired employees through the E-Verify program. (This is not required if the E-Verify program no longer exists). Contractor shall sign an affidavit, attached as Exhibit B, affirming that Contractor 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.

Contractor and any subcontractors may not knowingly employ or contract with an unauthorized alien, or retain an employee or contract with a person that the Contractor or subcontractor subsequently learns is an unauthorized alien. If the City obtains information that the Contractor or subcontractor employs or retains an employee who is an unauthorized alien, the City shall notify the Contractor or subcontractor of the contract violation and require that the violation be remedied within 30 days of the date of notice. If the Contractor or subcontractor verified the work eligibility status of the employee in question through the E-Verify program, there is a rebuttable presumption that the Contractor or subcontractor did not knowingly employ an unauthorized alien. If the Contractor 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 Contractor. If the City terminates the contract, the Contractor or subcontractor is liable to the City for actual damages.

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

Article 24. Notices

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

Department:		**Contractor:**
City of Bloomington		**City Glass of Bloomington, Inc.**
Attn: John Turnbull		719 W. 17th Street
401 N. Morton, Suite 250		Bloomington, IN 47404
Bloomington, Indiana 47402		Attn: Jason Zehr

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

Article 25. Intent to be Bound

The Department and Contractor 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 Contractor. It supersedes all prior and contemporaneous communications, representations and agreements, whether oral or written, relating to the subject matter of this Agreement. This Agreement may be modified only by a written amendment signed by both parties hereto.

Article 27. Non-Collusion
Contractor is required to certify that it has not, nor has any other member, representative, or agent of Contractor, entered into any combination, collusion, or agreement with any person relative to the price to be offered by any person nor prevented any person from making an offer nor induced anyone to refrain from making an offer and that this offer is made without reference to any other offer. Contractor shall sign an affidavit, attached hereto as Exhibit C, affirming that Contractor 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

City Glass of Bloomington, Inc.

_____
Jason Zehr

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**:**

Winslow Sports Park

Demolish existing door and frame of handicap restroom on Junior Side of complex
Install fiberglass reinforced polyester face door supplied by Special-Lite FRP Flush SL – 17. It is to have the recessed door pulls. The door is an identical match with the senior side concessions building
Factory install hardware to greatest extent possible

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.

City Glass of Bloomington, 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-7
Date: 11/17/2017

Administrator
Review\Approval
PM

TO: Board of Park Commissioners
FROM: John Turnbull, Division Director Sports
DATE: **November 15, 2017**
SUBJECT: **Contract for Services with C & H Lawn & Landscaping addendum**

Recommendation

Staff recommends approval of this addendum of $8,249 to the original contract for $89,986.60. Funding from Parks Bond 977-18-180000-54510 series B.

Background

This base project and contract was approved to replace the entire irrigation system at Winslow Sports Park.

During installation we discovered the original drawing did not adequately water the home plates and infields on the six fields. This addendum will add stainless steel high speed watering heads that will operate manually to regulate moisture content at home plates and infields. This is especially important in the months of July and August and during the national tournaments that we host.

RESPECTFULLY SUBMITTED,

John Turnbull, Division Director Sports

ADDENDUM
TO
AGREEMENT BETWEEN
CITY OF BLOOMINGTON
PARKS AND RECREATION DEPARTMENT
AND
C & H LAWN & LANDSCAPING
FOR
WINSLOW SPORTS PARK

(Entered in this _____ day of _____, 2017)

WHEREAS, on **October 31, 2017**, the City of Bloomington Department of Parks and Recreation (the "Department") and C & H Lawn & Landscaping ("Contractor") entered into an Agreement to install irrigation systems at Winslow Sports Park ("Agreement"); and

WHEREAS, the Contractor recommended expanding low volume water coverage to infield areas of the six fields along with quick couplers; and

WHEREAS, adding said irrigation coverage will result in additional cost of Eight Thousand Two Hundred Forty Nine Dollars and Zero Cents ($8,249.00); and

WHEREAS, the Department wishes to include this additional coverage; and

WHEREAS, pursuant to Article 4 of said Agreement, additional Services or changes in the Services not agreed upon in the Agreement must be authorized in writing by the Department prior to such work being performed or expenses incurred.

NOW, THEREFORE, the parties hereto mutually agree as follows:

Article 1. Compensation: To amend the Agreement to reflect the additional charge of not to exceed Eight Thousand Two Hundred Forty Nine Dollars and Zero Cents ($8,249.00).

Article 2. Modification: All other terms of the original Agreement (entered in on October 31, 2017) are still intact. Any other modification to said Agreement shall be in writing per Article 26 of said Agreement.

IN WITNESS WHEREOF, the parties execute this Amendment to the Agreement on the date first set forth.

CITY OF BLOOMINGTON

_____
Paula McDevitt, Director
Parks and Recreation Department

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

_____
Phillippa M. Guthrie, Corporation Counsel

C & H Lawn & Landscaping

_____
Clay Holmstrom

_____
Title

CITY OF BLOOMINGTON
parks and recreation

STAFF REPORT

Agenda Item: C-8 Date: 11/17/2017

Administrator Review\Approval PM

TO: Board of Park Commissioners
FROM: John Turnbull, Division Director Sports
DATE: **November 15, 2017**
SUBJECT: **Contract for Services with Clark Excavating**

Recommendation

Staff recommends approval of this contract for $7,000. Funding from Parks Bond 977-18-180000-54510 series B.

Background

The new irrigation project at Winslow requires greater flow of water to work optimally. We knew this well in advance and we knew that the irrigation contractor is not equipped to do this type of work. This contract increases the water feed to the irrigation equipment from 2 inch feed to 3 inch feed. C & H Landscaping and Lawn has been approved to do the irrigation, this phase is 'up stream' from the irrigation for the purpose of great water volume.

Quotes for this work were solicited to all plumbing contractors that do this type of work. Four contractors were given on site surveys of the scope of work. All other contractors except for Clark Excavating stated they are overcommitted and cannot do this project in a timely manner. Clark Excavating does do several projects in conjunction with City of Bloomington Utilities and was recommended by Utilities.

RESPECTFULLY SUBMITTED,

John Turnbull, Division Director Sports

AGREEMENT
BETWEEN
CITY OF BLOOMINGTON
PARKS AND RECREATION DEPARTMENT
AND
CLARK EXCAVATING
FOR
WINSLOW SPORTS COMPLEX IRRIGATION MAIN FEED

This Agreement, entered into on this _____day of November, 2017, by and between the City of Bloomington Department of Parks and Recreation (the "Department"), and Clark Excavating ("Consultant"),

WITNESSETH:

WHEREAS, the Department wishes to increase the irrigation main feed flow of water in Winslow Sports Complex; and

WHEREAS, the Department requires the services of a professional consultant in order to perform increasing the irrigation main water feed (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 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 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.

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 Seven Thousand Dollars and zero cents ($7,000.00). 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:

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 January 30, 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.

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		Joel Clark
Attn: John Turnbull		Clark Excavating
401 N. Morton, Suite 250		6331 S. Harmony Road
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

_____
Philippa M. Guthrie, Corporation Counsel

CLARK EXCAVATING

_____
Joel Clark, 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**:**

Dig up the T junction at the main 6 inch water line feed to the park
Hot Tap this main junction by providing the saddle and tap
Allow City of Bloomington Utilities do drill the new 3 inch opening for irrigation
Install a new 3 inch feed to the irrigation meter in the below grade vault
Install the provided 3 inch irrigation meter in the vault
Backfill all digging slightly sloped for future settling

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.

Clark Excavating

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: 11/17/2017

Administrator
Review\Approval
PM

TO: Board of Park Commissioners
FROM: Steve Cotter, Natural Resources Manager
DATE: November 28, 2017
SUBJECT: **REVIEW/APPROVAL OF AGREEMENT WITH BRUCE WILDS SECURITY FOR GRIFFY LAKE NATURE PRESERVE DEER CULL**

Recommendation

Staff recommends approval of this agreement.

Background

The agreement will provide for security during the Griffy Lake Nature Preserve deer cull scheduled for this winter. The contractor will patrol the perimeter of the park during the project to inform the public that the park is closed.

RESPECTFULLY SUBMITTED,

____ _____
Steve Cotter, Natural Resources Manager

AGREEMENT BETWEEN CITY OF BLOOMINGTON PARKS AND RECREATION DEPARTMENT AND BRUCE WILDS SECURITY

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

Article 1. Scope of Services Consultant shall perform security services at designated areas for the deer cull at Griffy Lake Nature Preserve ("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 February 15, 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 Steve Cotter 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 Department shall pay Consultant for all fees and expenses in an amount not to exceed Four Thousand Six Hundred Fifty Dollars ($4650). Consultant shall submit an invoice to the Department upon the completion of the Services described in Article 1. The invoice shall be sent to: Steve Cotter, City of Bloomington, 401 N. Morton, Suite 250, Bloomington, Indiana 47404. Invoices may be sent via first class mail postage prepaid or via email. Payment will be remitted to 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.

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 between November 30, 2017 and February 28, 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: Steve Cotter, 401 N. Morton, Bloomington, IN 47402. Consultant: Bruce Wilds Security, Attn: Bruce Wilds, 602 E. Waterloo Court, Bloomington, IN 47401.** 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

BRUCE WILDS SECURITY

_____

Bruce Wilds, Owner

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.

Bruce Wilds Security

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: 11/17/2017

Administrator
Review\Approval
PM

TO: Board of Parks Commissioners
FROM: Kim Clapp, Office Manager
DATE: November 28, 2017
SUBJECT: **REVIEW/APPROVAL OF 2018 PRICE SCHEDULE**

Background
Staff recommends the approval of the 2018 Price Schedule. 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 <u>Community Events – Gardens, Stage Rental, Program Classes Special Events, A Fair of the</u>

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

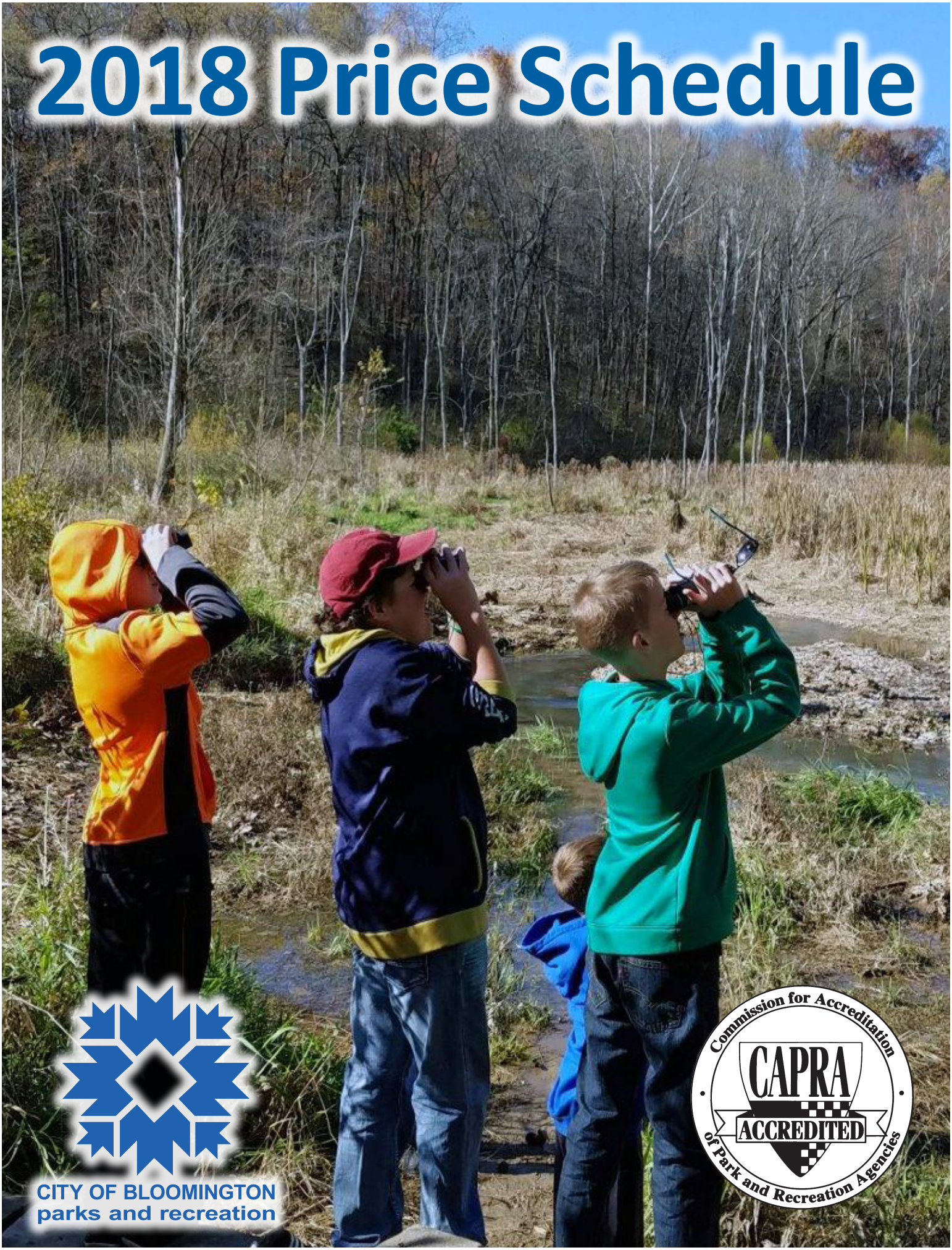
- Increase permit processing fees Category E from $100.00 to $150.00
- Addition of Damage Deposit (refundable) at a rate of $75.00
- Addition of Return Check Fee of $20.00

RESPECTFULLY SUBMITTED,

_____

Kim Clapp, Office Manager

2018 Price Schedule



CITY OF BLOOMINGTON
parks and recreation

Commission for Accreditation of Park and Recreation Agencies
CAPRA
ACCREDITED

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

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%

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

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 2nd space)	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%

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%

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

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

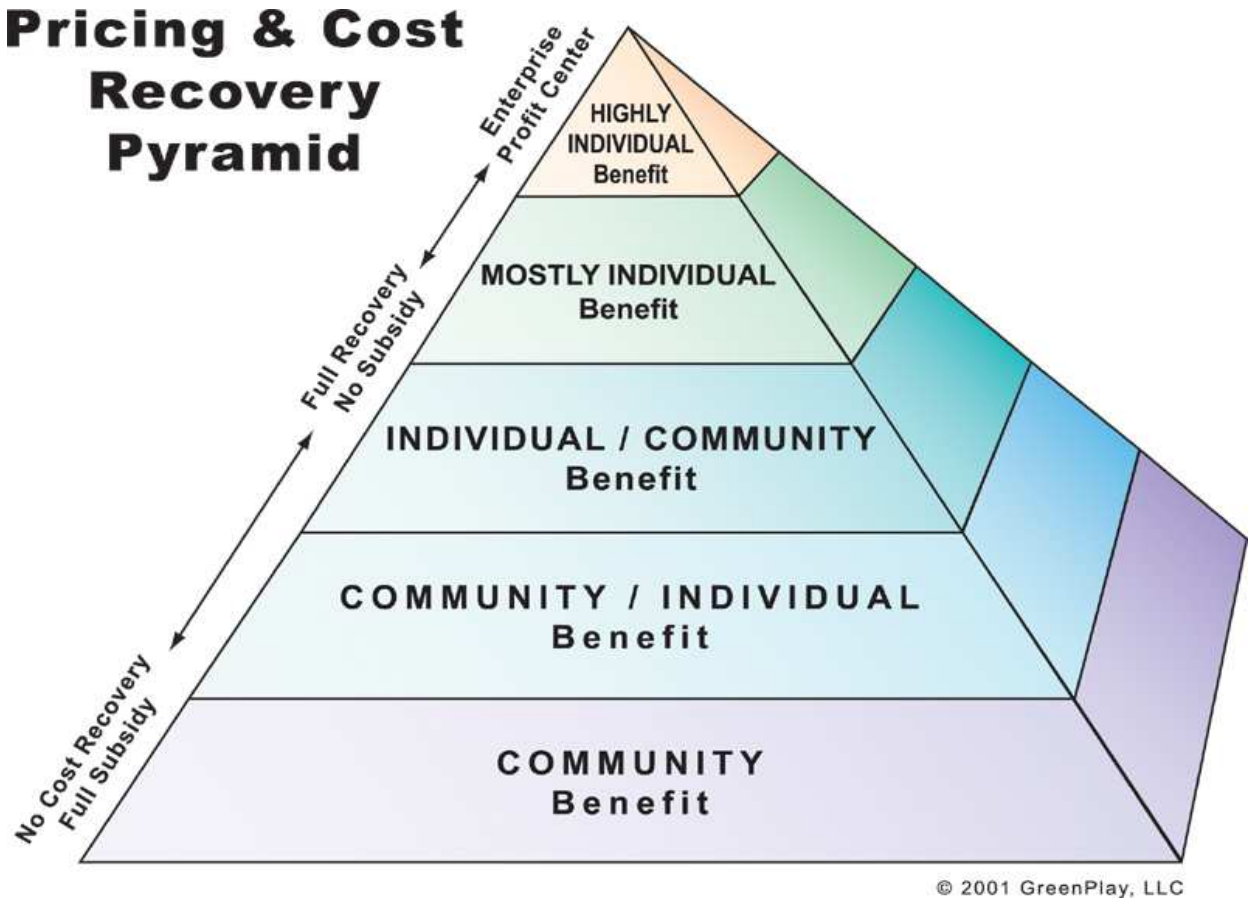
*** Out-of-City residents are not eligible to receive Fee Waivers**

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
MOSTLY INDIVIDUAL Benefit
INDIVIDUAL / COMMUNITY Benefit
COMMUNITY / INDIVIDUAL Benefit
COMMUNITY Benefit
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