



CITY OF BLOOMINGTON
parks and recreation

AGENDA

City of Bloomington Board of Park Commissioners
Regular Meeting: Tuesday, January 23, 2018 4:00 – 5:30 p.m.

Council Chambers
401 N. Morton St.

CALL TO ORDER - ROLL CALL

A. CONSENT CALENDAR

- A-1. Approval of Minutes of December 12, 2017
- A-2. Approval of Claims Submitted January 1, 2018 – January 22, 2018
- 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 - Public hearing on Resolution 17-06
(Purchase of 100-112 W. Club House Drive)
- B-2. Bravo Award
- B-3. Spotlight Award - - Jim Britton – Price Electric (Sarah Owen)
- B-4. Staff Introductions - Missy Grabowski, Customer Service Rep
Justin Mazany, Community Events Intern
Marie Wirsing, Sports Intern

C. OTHER BUSINESS

- C-1. Review/Approval of Resolution 18-01 to Appropriate the Parks Non-Reverting Fund (Paula McDevitt)
- C-2. Review/Approval of Declaration of Restrictive Covenants for Conservation (Steve Cotter)
- C-3. Review/Approval of partnership agreement with IU Health Bloomington (Alison Miller)
- C-4. Review/Approval of contract template for Bicentennial poster artist (Julie Ramey)
- C-5. Review Approval of Softball Supply Order (Hsiung Marler)
- C-6. Review/Approval of contract with Kingsnake Sound Company (Crystal Ritter)
- C-7. Review/Approval of A Fair of the Arts Exhibitor Contract Template (Crystal Ritter)
- C-8. Review/Approval of Performing Arts Series Performer Agreement Template (Crystal Ritter)
- C-9. Review/Approval of contract with Arendal Character Company (Hannah Brock)
- C10. Review/Approval of contract with Monroe County Convention Center (Hannah Brock)
- C-11. Review/Approval of contract with Billy B Performance (Crystal Ritter)
- C-12. Review/Approval of consultant agreement with Cornerstone PDS (Dave Williams)
- C-13. Review/Approval of appointments to the Environmental Resources Advisory Council (Elizabeth Tompkins)
- C-14. Election of officers

D. REPORTS

- D-1. Operations Division - Griffy Lake Nature Preserve Deer Cull Report (Steve Cotter)
- D-2. Recreation Division -
- D-3. Sports Division -
- D-4. Administration Division -

ADJOURNMENT



A-1
01-23-2018

Board of Park Commissioners
Regular Meeting
Minutes

Tuesday, December 12, 2017
4:00 p.m. – 5:30 p.m.

Council Chambers
401 N. Morton

CALL TO ORDER

The meeting was called to order by Ms. Kathleen Mills at 4:03 p.m.

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

Staff Present: Ms. Paula McDevitt, Mr. Dave Williams, Mr. John Turnbull, Ms. Becky Higgins, Ms. Julie Ramey, Ms. Kim Clapp, Mr. Mark Marotz, Ms. Sarah Owen, Ms. Leslie Brinson, Ms. Hannah Buddin, Ms. Elizabeth Tompkins, Ms. Barb Dunbar, Ms. Chelsea Price, Mr. Bill Ream, Mr. Erik Pearson, Ms. Robin Kitowski, Ms. Marcia Veldman, and Mr. Steve Cotter

A. PUBLIC HEARINGS/APPEARANCES

A. CONSENT CALENDAR

- A-1. Approval of Minutes of November 28, 2017 Meeting
- A-2. Approval of Claims Submitted November 17, 2017 through December 8, 2017
- A-3. Approval of Non-Reverting Budget Amendments
- A-4. Review of Business Report
- A-5. Approval of Surplus

Mr. Joe Hoffmann 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 – None

B-3. Parks Partner Award – None

B-4. Staff Introduction - None

C. OTHER BUSINESS

C-1. Review/Approval of Ground Lease with South Central Indiana Housing Opportunities

Ms. Paula McDevitt, Administrator, the Department wishes to enter into an Agreement to lease property known as 1901 South Rogers Street, Bloomington, Indiana to SCIHO-Switchyard Apartments, LLC (SCIHO-SYA, LLC) a subsidiary of South Central Housing Opportunities Corporation. (SCIHO). This property is zoned Residential High-Density Multifamily, and has been declared as surplus property by the Board. SCIHO-SYA, LLC is willing and able to develop and maintain an affordable housing project on this property, which is adjacent to the Switchyard Park. This Agreement shall be for ninety-nine (99) years, commencing on January 1, 2018 and expiring on December 31, 2117. SCIHO-SYA,

LLC agrees to make an annual payment to BPRD for use of this property in the amount of One Dollar (\$1.00), payable on or before the 1st day of February each year. SCIHO-SYA, LLC will be responsible for all cost and management of this housing project.

The Department request the Board appoint the Parks Director, to administer and manage the Lease of Real Estate with SCIHO-SYA, LLC.

Ms. McDevitt invited Ms. Deborah Myerson, Executive Director to the podium.

Ms. Myerson approached the podium.

Ms. Myerson thanked the Board of Park Commissioners and the Parks Department for their involvement and support for this project. SCIHO is excited to be right next to the Switchyard Park, and to be able to provide much need affordable housing to the community. This lease is a wonderful start to this relationship.

The Board inquired on the details of the construction loan for this project.

Ms. McDevitt invited Ms. Anahit Behjou, Assistant City Attorney to the podium.

Ms. Behjou approached the podium.

Ms. Behjou commented, the loan will be with BloomBank. The security interest for the loan will be on the building, not the land. The Department will not be held liable for any losses to the bank.

Mr. Hoffmann motioned to approve the Ground Lease with SCIHO-SYA, LLC. Ms. Fawcett seconded the motion. The motion was unanimously carried.

Mr. Hoffmann motioned to approve the Director of Parks to administer and manage the Ground Lease with SCIHO-SYA, LLC.

C 2. Review/Approval of 2018 Management/Partnership Agreement with BCT Management, Inc.

Ms. Paula McDevitt, Administrator the Department wishes to renew the Agreement with BCT Management, Inc. to continue to manage and operate the Buskirk-Chumley Theater (BCT). The BCTM is an Indiana non-profit corporation which has the capacity and commitment to manage the BCT as an accessible and affordable community resource. The Agreement offers and promotes entertainment services to the public.

Funding of \$50,000, will be provided in the 2018 City Council budget to assist BCTM, Inc. with duties related to their operation of the Theater. The City's Consolidated TIF fund, will provide \$74,000 for building related improvement to the BCT. There are no significant changes to the Agreement.

Ms. Paula McDevitt invited Ms. Danielle McClelland, Director of BCT to the podium.

Ms. McClelland approached the podium.

Ms. McClelland thanked the Board of Park Commissioners for their continued support. This agreement has been in place for the last sixteen years. As 2017 draws to a close, BCT is experiencing the most active year it has ever had. December 31st there will have been 292 days of use, with 215 performances. By the end of December, BCT anticipates exceeding and surpassing their largest yearly attendance figure of 54,638. There will be another very busy schedule in 2018.

Mr. Hoffmann motioned to approve the Agreement with BCT Management, Inc. Ms. Fawcett seconded the motion. The motion was unanimously carried.

C-3 Review/Approval of Resolution 17-06 for the Purchase of Property.

Ms. Paula McDevitt, Administrator the Department wishes to purchase two properties located at 100-112 W. Club

House Drive, Bloomington, Indiana 47401. Acquisition of the Properties will provided 2.89 acres of additional greenspace in Lower Cascades Parks, serves a public purpose and furthers the public welfare by enhancing recreational opportunities in the Bloomington area. Monroe/Owen Appraisals, Inc. appraised the value of the property at Four Hundred Thousand Dollars (\$400,000.00). The property owner wishes to sell the property to BPRD. The funds for the purchase will come from the Park Bond Fund.

If the Board adopts Resolution 17-06, the Department will give public notice that the City of Bloomington Board of Park Commissioners will hold a public hearing on Tuesday, January 23, 2018 at 04:00 p.m. in Council Chambers, City Hall, 401 N. Norton Street, Bloomington, IN 47404. In said public hearing, the Board of Park Commissioners will receive or hear remonstrances from persons interested in or affected by the proceedings and determine the public utility and benefit of the proposed project.

Mr. Hoffmann motioned to approve Resolution 17-06 Purchase of Property. Ms. Fawcett seconded the motion. The motion was unanimously carried.

C-4 Review/Approval of Purchase of Electric Maintenance Vehicle for B-Line Trail

Mr. Mark Marotz, Operations Superintendent the Department wishes to purchase a more environmentally friendly, fuel efficient and quieter utility vehicle to maintain the B-Line Trail. The Gator Moto Electro Utility Buddy Standard is an enclosed two passenger utility vehicle that meets the Department's needs, and has the required features to certify the unit as street legal. Three bids were received, staff recommends the approval of the bid from Moto Electric for the cost will be \$15,800.

The Board inquired if this will be an additional vehicle or a replacement.

Mr. Marotz responded, this will replace the gas Gator that is currently being used on the B-Line Trail.

Mr. Hoffmann motioned to approve the Purchase of the Electric Maintenance Vehicle. Ms. Fawcett seconded the motion. The motion was unanimously carried.

C-5 Review/Approval of Mother Hubbard's Cupboard Cooperation Services & Rental Agreement Program Partnership

Ms. Robin Kitowski, Community Gardens Specialist the Department wishes to continue its partnership with Mother Hubbard's Cupboard (MCH). The purpose of this Agreement is to outline a program partnership to develop and manage educational, community gardening programs by renting out space at Rev. Ernest D. Butler Park to MCH. MCH will allow community gardening opportunities for low-income Bloomington residents, produce food to be distributed to low-income Bloomington residents in need, and provide venues for gardening education geared towards youth and low-income Bloomington residents. No significant changes have been made to this Agreement.

Mr. Hoffmann motioned to approve the contract with Mother Hubbard's Cupboard. Ms. Fawcett seconded the motion. The motion was unanimously carried.

C-6 Review/Approval of Partnership Agreement with the Trustees of Indiana University (Hilltop Gardens at Indiana University)

Ms. Robin Kitowski, Community Gardens Specialist the Department wishes to continue the partnership with The Trustees of Indiana University, which operates Hilltop Gardens at Indianan University. The purpose of this Agreement is to outline a program partnership to provide and promote garden programs, and classes for the general public, and to expand gardening class offerings to incorporate more hands-on experience to the community.

The Board inquired on the status of youth programs at the Hilltop Gardens.

Ms. Kitowski responded, a family garden program is available under the guidance of their staff and an interns. This program starts in March and continues through September. A class lesson is held and then participants move on to practical work in the plots.

Mr. Hoffmann motioned to approve the Partnership Agreement with the Trustees of Indiana University (Hilltop Gardens at Indiana University). Ms. Fawcett seconded the motion. The motion was unanimously carried.

C-7 Review/Approval of Plant-a-Row for the Hungry Partnership Agreement

Ms. Robin Kitowski, Community Gardens Specialist the Department wishes to continue the partnership with Hilltop Gardens at Indianan University (Hilltop), Bloomingfood Market and Deli (Bloomingfoods) and Mother Hubbard's cupboard (MHC) and Hoosier Hills Food Bank (HHFB) in continuing the community support program, Plant-a-Row for the Hungry, in order to provide people in need with fresh, locally produced food. The purpose of this Agreement is to outline a program partnership which will encourage members of the Bloomington community and vendors at the Bloomington Community Farmers' Market to grow food with the intention of donating it to those in need, by means of HHFB's existing distribution system available to people in need. No major changes have been made to this agreement with the exception of the partnership being reviewed annually.

Mr. Hoffmann motioned to approve the Plant-a-Row for the Hungry Partnership Agreement. Ms. Fawcett seconded the motion. The motion was unanimously carried.

C-8 Review/Approval of Agreement to Extend the Center for Sustainable Living's Rental Agreement for the Former SCX Railroad Office

Mr. Steve Cotter, Natural Resources Manager the Department wishes to extended renting the former CSX Railroad building at 245 West Grimes Lane to the Center for Sustainable Living for an additional three months (January 2018 through March 2018).

The Board inquired what the plans for the building are once this lease has expired.

Mr. Cotter responded, during the Switchyard Park project, the building will be renovated and become a substation for the Bloomington Police Department.

Mr. Hoffmann motioned to approve extending the Rental Agreement with Center for Sustainable Living. Ms. Fawcett seconded the motion. The motion was unanimously carried

C-9 Review/Approval of Interpretive Ideas Contract to Repair and Replace Interpretive Park Signs

Mr. Steve Cotter, Natural Resources Manager the Department wishes to replace missing and damaged interpretive signs at Latimer Woods, Leonard Springs, Miller-Showers and RCA Parks. The Department requires the services of a professional consultant in order to perform sign content research, develop sign design, editing, and coordinating fabrication of the signs.

Mr. Hoffmann motioned to approve the contract with Interpretive Ideas. Ms. Fawcett seconded the motion. The motion was unanimously carried.

C-10 Review/Approval of Three Service Agreements

Ms. Becky Higgins, Recreation Director BPRD staff is seeking approval for three service agreements with; I Shine for cleaning services, Plymate for cleaning of floor mats and Green Sweep for cleaning services. These service contracts are to manage emergency or standard repairs and/or services as the need arises. The services agreements are for Franks Southern Center, Allison-Jukebox Center and Banneker Community Center.

Mr. Hoffmann motioned to approve the three service agreements, I Shine, Plymate and Greensweep for 2018. Ms. Fawcett seconded the motion. The motion was unanimously carried.

C-11 Review/Approval of Service Agreements with Izzy's Rental

Mr. Bill Ream, Community Events Coordinator the Department wishes to make available, portable toilets at various locations for 2018 events. The Department requires the services of a professional consultant to provide delivery and removal of well-maintained rental units. Izzy's Rental has proven to be a reliable vendor.

Mr. Hoffmann motioned to approve the service agreement with Izzy's Rental. Ms. Fawcett seconded the motion. The motion was unanimously carried.

C-12 Review/Approval of Concessions Agreement

Mr. Bill Ream, Community Events Coordinator the Department wishes to have food available at various 2018 events, and programs. The Department requires the services of professional consultants to sell their products onsite at these events. The Department recommends the approval of the 2018 Concessions Agreement template for the various events and vendors.

Mr. Hoffmann motioned to approve the 2018 Concessions Agreement. Ms. Fawcett seconded the motion. The motion was unanimously carried.

C-13 Review/Approval of the Farm Vendors Contract and Exhibits

Ms. Marcia Veldman, Program Coordinator staff recommends the approval of the 2018 Farmers' Market Farm Vendor Contract and Exhibits, 2018 Food Truck/Push Cart Agreement, and the 2018 Prepared Food Vendor Agreement templates. There have been no changes to the contracts and exhibits.

Mr. Hoffmann motioned to approve the 2018 Farmers' Market Vendor Contracts and Exhibits. Ms. Fawcett seconded the motion. The motion was unanimously carried.

C-14 Review/Approval of the Two Service Agreements

Mr. Erik Pearson, Facility Program Coordinator staff is seeking approval for two service agreements with; HFI for HVAC maintenance, and Koorsen Fire and Security for fire and security maintenance. These service contracts are in place to manage emergency or standard repairs and/or services as the need arises. The services agreements are for Allison-Jukebox Center and Banneker Community Center.

Mr. Hoffmann motioned to approve the two service agreements, HFI and Koorsen Fire and Security for 2018. Ms. Fawcett seconded the motion. The motion was unanimously carried.

C-15 Review/Approval of Partnership Agreement with Bloomington Junior League Baseball Association

Ms. Dee Tuttle, Sports Program Manager the Department wishes to continue its partnership with the Bloomington Junior League Baseball Association. The purpose of this agreement outlines a program partnership which will provide an affordable and effective youth baseball program, designed to introduce beginner's participants to the program as well as to provide for skill advancement, for the Bloomington community by combining available resources from each party to the agreement.

Changes have been made in regards to the batting cages. The automated batting cages will be demolished and replaced with the more modern and popular hitting tunnels. Allowing the Department to reclaim the green spaces.

The Board inquired would the Department install and own the tunnels. Would any income be generated from the hitting tunnels? Do we anticipate the need for hitting tunnels to be installed at Twin Lakes?

Ms. Tuttle responded yes, the Department would install and own the hitting tunnels. There will be no income generated from the hitting tunnels. The cost of the hitting tunnels would be approximately \$2,000 per tunnel. There would be four hitting tunnels. Two on each side and two teams would share a tunnel. The junior league has agreed to help with future replacement cost of the netting. The hitting tunnels are preferred by most coaches and players, this is the course of action most parks departments are taking. We do not anticipate the need for hitting tunnels at Twin Lakes.

Mr. Hoffmann motioned to approve the Partnership Agreement with Bloomington Junior League Baseball Association. Ms. Fawcett seconded the motion. The motion was unanimously carried.

C-16 Review/Approval of LEED Consultant Contract and Contract Addendum for Switchyard Park Project

Mr. Dave Williams, Operations Director the Department wishes to seek Leadership in Energy and Environmental Design (LEED) certification for the new Pavilion at Switchyard Park. The Department requires the services of a professional consultant to assist the Switchyard park lead design team Rundell Ernstberger (REA), to ensure we are meeting all LEED certification requirements. LEED certification is required by City Ordinance. The cost of these service is \$20,500, the consultant was selected through an RFP process.

Some minor changes to the Switchyard Park design requires a \$24,500 addendum to RFA design contract. Changes include redesign of the Splash Pad Mechanical/Restroom building HVAC system, redesign of the IT server room at the BPD sub-station building, and resubmittal of the Remediation Work Plan.

These contracts are through the Redevelopment Commission, funding is provided through TIF Bond.

Mr. Hoffmann motioned to approve the LEED Consultant Contract and Contract Addendum for Switchyard Park Project. Ms. Fawcett seconded the motion. The motion was unanimously carried.

D REPORTS

D-1. Operations Division – No Report

D-2. Recreation Division – No Report

D-3. Sports Division – Aquatics Annual Report

Ms. Chelsea Price, Program Coordinator presented the 2017 Aquatics Annual Report.

Bryan Park Pool

Scheduled

93 days/potential hours 744/actual hours 720

Admission

8787 Punch Passes

527 Fee Waiver

2493 Children Under 3

9279 Youth Daily

8495 Adult Daily

3211 EOS Camps

537 Parks Camps

Revenue

General Admission – 82,154

Punch Passes - \$113,066

Facility Rental - \$8,801

Other – 28,049.25

Concessions - \$40,529

Total Revenue – 272,600

Expenses

\$170,544

Swim Lesson Registrations

312 – Participation of 2496

Mills Pool

Scheduled

75 days/potential hour's 600/actual hours 576

Admission

1924 Punch Passes

852 Fee Waiver

598 Children Under 3

2193 Youth Daily

1828 Adult Daily

2086 EOS Camps

3716 Parks Camps

Revenue

General Admission - \$17,477.75

Punch Passes - \$11,437

Facility Rental - \$1,874

Other totaling - \$1,120

Total Revenue - \$31,908

Expenses

\$64,619

D-4 Administrative Division – No Report

ADJOURNMENT

Meeting adjourned at 4:55 p.m.

Respectfully Submitted,



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	2017-00019667	BA	GL	12/28/2017	NR budget adjustment				
<i>G/L Date</i>	<i>G/L Account Number</i>	<i>Account Description</i>	<i>Description</i>	<i>Source</i>	<i>Increase Amount</i>	<i>Decrease Amount</i>			
12/28/2017	201-18-184000-52420	Other Supplies	NR budget adjustment		91.53	.00			
12/28/2017	201-18-184000-53990	Other Services and Charges	NR budget adjustment		1,132.87	.00			
12/28/2017	201-18-185002-53940	Temporary Contractual Employee	NR budget adjustment		7,395.50	.00			
12/28/2017	201-18-185003-53940	Temporary Contractual Employee	NR budget adjustment		16,595.00	.00			
12/28/2017	201-18-186503-51110	Salaries and Wages - Regular	NR budget adjustment		1,086.30	.00			
12/28/2017	201-18-186503-51220	PERF	NR budget adjustment		154.35	.00			
12/28/2017	201-18-187202-51220	PERF	NR budget adjustment		.08	.00			
12/28/2017	201-18-189000-53830	Bank Charges	NR budget adjustment		1.44	.00			
12/28/2017	201-18-189001-53990	Other Services and Charges	NR budget adjustment		51,840.00	.00			
12/28/2017	201-18-189003-53830	Bank Charges	NR budget adjustment		1,101.47	.00			
12/28/2017	201-18-189006-53530	Water and Sewer	NR budget adjustment		108.56	.00			
					Number of Entries: 11				
						\$79,507.10			\$0.00



Journal Edit Listing

Sort By Entry

Department	Number	Journal Type	Sub Ledger	G/L Date	Description	Source	Reference	Reclassification	Journal Type
Parks - Parks & Recreation	2017-00019691	BA	GL	12/28/2017	Budget Amendment				
G/L Date	G/L Account Number	Account Description			Description	Source	Increase Amount		Decrease Amount
12/28/2017	201-18-G16017-51120	Salaries and Wages - Temporary			Budget Amendment		1,160.00		.00
12/28/2017	201-18-G16017-51210	FICA			Budget Amendment		100.00		.00
Number of Entries: 2							<u>1,260.00</u>		<u>.00</u>



Journal Edit Listing

Sort By Entry

Department	Number	Journal Type	Sub Ledger	G/L Date	Description	Source	Reference	Reclassification	Journal Type
Parks - Parks & Recreation	2017-00019692	BA	GL	12/28/2017	Budget Amendment				
<i>G/L Date</i>	<i>G/L Account Number</i>	<i>Account Description</i>	<i>Description</i>		<i>Source</i>	<i>Increase Amount</i>		<i>Decrease Amount</i>	
12/28/2017	201-18-G16021-51120	Salaries and Wages - Temporary	Budget Amendment				38,164.99		.00
12/28/2017	201-18-G16021-51210	FICA	Budget Amendment				2,919.70		.00
						Number of Entries: 2	<u>\$41,084.69</u>		<u>\$.00</u>



Journal Edit Listing

Sort By Entry

Department	Number	Journal Type	Sub Ledger	G/L Date	Description	Source	Reference	Reclassification	Journal Type
Parks - Parks & Recreation	2017-00019448	BA	GL	12/26/2017	Budget Amendment				
<i>G/L Date</i>	<i>G/L Account Number</i>	<i>Account Description</i>	<i>Description</i>		<i>Source</i>	<i>Increase Amount</i>		<i>Decrease Amount</i>	
12/26/2017	201-18-184000-51120	Salaries and Wages - Temporary	Budget Amendment				3,669.68		.00
12/26/2017	201-18-184000-51210	FICA	Budget Amendment				280.73		.00
Number of Entries: 2							<u>\$3,950.41</u>		<u>\$.00</u>



Journal Edit Listing

Sort By Entry

Department	Number	Journal Type	Sub Ledger	G/L Date	Description	Source	Reference	Reclassification	Journal Type
Parks - Parks & Recreation	2017-00019758	BA	GL	12/28/2017	Budget Amendment				



Journal Edit Listing

Sort By Entry

Department	Number	Journal Type	Sub Ledger	G/L Date	Description	Source	Reference	Reclassification	Journal Type
Parks - Parks & Recreation	2017-00019693	BA	GL	12/28/2017	Budget Amendment				
<i>G/L Date</i>	<i>G/L Account Number</i>	<i>Account Description</i>			<i>Description</i>	<i>Source</i>		<i>Increase Amount</i>	<i>Decrease Amount</i>
12/28/2017	201-18-G17007-52220	Agricultural Supplies			Budget Amendment			1,777.00	.00
						Number of Entries: 1		\$1,777.00	\$.00



Journal Edit Listing

Sort By Entry

Department	Number	Journal Type	Sub Ledger	G/L Date	Description	Source	Reference	Reclassification	Journal Type
Parks - Parks & Recreation	2018-00000016	BA	GL	01/03/2018	NR Budget Adjustment				
<i>G/L Date</i>	<i>G/L Account Number</i>	<i>Account Description</i>			<i>Description</i>	<i>Source</i>		<i>Increase Amount</i>	<i>Decrease Amount</i>
01/03/2018	201-18-189006-53990	Other Services and Charges			NR Budget Adjustment			5,876.68	.00
						Number of Entries: 1		\$5,876.68	\$.00



Journal Edit Listing

Sort By Entry

Department	Number	Journal Type	Sub Ledger	G/L Date	Description	Source	Reference	Reclassification	Journal Type
Parks - Parks & Recreation	2017-00019761	BA	GL	12/28/2017	Budget Amendment				
G/L Date	G/L Account Number	Account Description	Description		Source	Increase Amount		Decrease Amount	
12/28/2017	201-18-189003-53830	Bank Charges	Budget Amendment				17.90	.00	
Number of Entries: 1							17.90	.00	



Journal Edit Listing

Sort By Entry

Department	Number	Journal Type	Sub Ledger	G/L Date	Description	Source	Reference	Reclassification	Journal Type
Parks - Parks & Recreation	2017-00019759	BA	GL	12/28/2017	Budget Amendment				
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Journal Edit Listing

Sort By Entry

Department	Number	Journal Type	Sub Ledger	G/L Date	Description	Source	Reference	Reclassification	Journal Type
Parks - Parks & Recreation	2017-00019692	BA	GL	12/28/2017	Budget Amendment				
						<i>G/L Date</i>	<i>G/L Account Number</i>	<i>Account Description</i>	<i>Description</i>
									<i>Source</i>
								<i>Increase Amount</i>	<i>Decrease Amount</i>
						12/28/2017	201-18-G16021-51120	Salaries and Wages - Temporary	Budget Amendment
								38,164.99	.00
						12/28/2017	201-18-G16021-51210	FICA	Budget Amendment
								2,919.70	.00
						Number of Entries: 2		<u>\$41,084.69</u>	<u>\$0.00</u>



Journal Edit Listing

Sort By Entry

Department	Number	Journal Type	Sub Ledger	G/L Date	Description	Source	Reference	Reclassification	Journal Type
Parks - Parks & Recreation	2017-00019090	BA	GL	12/20/2017	NR Dec. 20				
<i>G/L Date</i>	<i>G/L Account Number</i>	<i>Account Description</i>	<i>Description</i>	<i>Source</i>	<i>Increase Amount</i>	<i>Decrease Amount</i>			
12/20/2017	201-18-185006-51120	Salaries and Wages - Temporary	NR Dec. 20		2,500.00	.00			
12/20/2017	201-18-187006-51130	Salaries and Wages- Overtime	NR Dec. 20		100.00	.00			
12/20/2017	201-18-185002-53940	Temporary Contractual Employee	NR Dec. 20		4,000.00	.00			
12/20/2017	201-18-185003-53940	Temporary Contractual Employee	NR Dec. 20		5,000.00	.00			
Number of Entries: 4					\$11,600.00	\$0.00			



Journal Edit Listing

Sort By Entry

Department	Number	Journal Type	Sub Ledger	G/L Date	Description	Source	Reference	Reclassification	Journal Type
Parks - Parks & Recreation	2017-00019458	BA	GL	12/26/2017	NR clean up 12-26				
<i>G/L Date</i>	<i>G/L Account Number</i>	<i>Account Description</i>			<i>Description</i>	<i>Source</i>		<i>Increase Amount</i>	<i>Decrease Amount</i>
12/26/2017	201-18-182500-51110	Salaries and Wages - Regular			NR clean up 12-26			200.00	.00
12/26/2017	201-18-182500-51220	PERF			NR clean up 12-26			100.00	.00
12/26/2017	201-18-185000-51120	Salaries and Wages - Temporary			NR clean up 12-26			500.00	.00
12/26/2017	201-18-185000-51210	FICA			NR clean up 12-26			100.00	.00
12/26/2017	201-18-185006-52330	Street , Alley, and Sewer Material			NR clean up 12-26			7,000.00	.00
12/26/2017	201-18-187002-51110	Salaries and Wages - Regular			NR clean up 12-26			50.00	.00
						Number of Entries: 6		<u>\$7,950.00</u>	<u>\$0.00</u>



Journal Edit Listing

Sort By Entry

Department	Number	Journal Type	Sub Ledger	G/L Date	Description	Source	Reference	Reclassification	Journal Type
Parks - Parks & Recreation	2017-00019760	BA	GL	12/28/2017	Budget Amendment				
<i>G/L Date</i>	<i>G/L Account Number</i>	<i>Account Description</i>			<i>Description</i>	<i>Source</i>		<i>Increase Amount</i>	<i>Decrease Amount</i>
12/28/2017	201-18-187202-51110	Salaries and Wages - Regular			Budget Amendment			4.72	.00
Number of Entries: 1								\$4.72	\$.00

REVENUES AND EXPENSES: COMPARISON REPORT								
Expenses	2016	2016	2016	2016	2017	2017	2017	
December 2017	Total	Actual	Expenses	% of Expenses	Total	Expenses	% of Expenses	
	Expense	Expenses	as of	Spent	Expense	as of	Spent	%
	Budget	for Year	December	to date	Budget	December	to date	change
General Fund								
Administration	648,362	798,040	798,040	100.00%	750,594	739,993	98.59%	-7.27%
Health & Wellness	102,982	70,857	70,857	0.00%	105,197	97,753	67.36%	37.96%
Community Relations	398,972	360,703	360,703	100.00%	423,303	378,011	85.21%	4.80%
Aquatics	336,870	297,289	297,289	100.00%	330,688	297,537	89.98%	0.08%
Frank Southern Center	346,391	304,193	304,193	100.00%	341,117	338,165	99.13%	11.17%
Golf Services	936,904	865,839	865,839	100.00%	885,638	864,187	97.58%	-0.19%
Natural Resources	354,730	317,745	317,745	100.00%	370,961	320,835	86.49%	0.97%
Youth Programs	38,520	36,060	36,060	100.00%	59,844	55,165	92.18%	52.98%
TLRC	336,170	284,409	284,409	100.00%	282,216	280,198	99.28%	-1.48%
Community Events	355,578	319,994	319,994	100.00%	384,284	347,783	90.50%	8.68%
Adult Sports	297,187	264,499	264,499	100.00%	288,431	266,304	92.33%	0.68%
Youth Sports	282,128	235,235	235,235	100.00%	267,398	267,488	100.03%	13.71%
BBCC	277,467	261,400	261,400	100.00%	304,977	275,756	90.42%	5.49%
Inclusive Recreation	94,372	69,226	69,226	100.00%	72,632	73,771	101.57%	6.56%
Operations	1,397,965	1,367,298	1,367,298	100.00%	1,546,438	1,434,103	92.74%	4.89%
Landscaping	279,879	229,642	229,642	100.00%	283,362	227,841	80.41%	-0.78%
Cemeteries	181,065	156,776	156,776	100.00%	173,285	162,628	93.85%	3.73%
Urban Forestry	359,388	325,950	325,950	100.00%	400,381	386,720	96.59%	18.64%
General Fund total:	7,024,932	6,565,155	6,565,155	100.00%	7,270,746	6,814,238	93.72%	3.79%
Non-Reverting Fund								
Administration	24,500	7,223	7,223	100.00%	27,640	3,328	12.04%	-53.92%
Health & Wellness	2,596	768	768	100.00%	1,914	1,172	61.24%	52.56%
Community Relations	0	137	137	100.00%	4,650	1,465	31.51%	0.00%
Aquatics	74,491	61,780	61,780	100.00%	64,433	38,939	60.43%	-36.97%
Frank Southern Center	63,230	84,289	84,289	100.00%	94,423	77,769	82.36%	-7.74%
Golf Services	125,465	106,010	106,010	100.00%	126,105	98,300	77.95%	-7.27%
Natural Resources	15,992	20,643	20,643	100.00%	50,992	23,820	46.71%	0.00%
Youth Programs	151,153	172,903	172,903	100.00%	178,521	198,464	111.17%	14.78%
*TLRC - day to day	419,054	426,234	426,234	100.00%	970,663	835,622	86.09%	96.05%
Community Events	180,489	165,857	165,857	100.00%	190,881	166,067	87.00%	0.13%
Adult Sports	282,621	244,073	244,073	100.00%	230,225	164,008	71.24%	-32.80%
Youth Sports	18,356	13,697	13,697	100.00%	26,845	19,068	71.03%	39.21%
BBCC	21,963	61,163	61,163	100.00%	25,403	44,054	173.42%	-27.97%
Inclusive Recreation	0	0	0	0.00%	0	0	0.00%	0.00%
Operations	28,000	17,250	17,250	100.00%	19,195	56,104	292.28%	100.00%
Dog Park	0	0	0	0.00%	0	0	0.00%	0.00%
Switchyard	14,800	7,540	7,540	100.00%	14,800	32,436	219.16%	0.00%
Landscaping (CCC Prop.)	0	0	0	0.00%	0	0	0.00%	0.00%
Cemeteries	0	0	0	0.00%	0	0	0.00%	0.00%
Urban Forestry	2,800	9,816	9,816	100.00%	4,450	17,121	384.75%	0.00%
N-R Fund subtotal:	1,425,511	1,399,385	1,399,385	100.00%	2,031,140	1,777,739	87.52%	27.04%
TLRC - bond	539,104	539,104	539,104	100.00%	429,574	429,574	100.00%	0.00%
N-R Fund total:	1,964,615	1,938,489	1,938,489	100.00%	2,460,714	2,207,313	89.70%	13.87%
Other Misc Funds								
MCCSC 21st Com Learn Cnt G	29,950	38,880	38,880		29,950	41,391		
G14004 Tree Planting			0					
G14006 Out-of School Prg.		4	4					
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	4,673	100.00%		5,137	0.00%	0.00%
Wapehani I-69 Mitigation	0	42,655	42,655	100.00%		201,075	0.00%	0.00%
Leonard Springs Nature	0	5,822	5,822	100.00%		3,841	0.00%	0.00%
Banneker Nature Day		3,934	3,934			0		
DNR Grant	0			0.00%		0	0.00%	0.00%
Kaboom Play		49	49					
Goat Farm						1,777		
Giffy LARE						17,286		
Other Misc Funds total:	41,065	109,703	109,752	100.04%	41,065	292,430	712.12%	0.00%
TOTAL ALL FUNDS	9,030,612	8,613,347	8,613,396	100.00%	9,772,524	9,313,981	95.31%	8.13%
*NR BACC/Project School has been combined with TLRC								

REVENUES AND EXPENSES: COMPARISON REPORT								
Revenues December 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	%
	<u>Budget</u>	<u>for year</u>	<u>December</u>	<u>to date</u>	<u>for year</u>	<u>December</u>	<u>to date</u>	<u>change</u>
General Fund								
Taxes/Misc Revenue	5,690,177	5,822,418	5,822,418	100.00%	6,030,050	6,065,105	100.58%	4.17%
Administration	1,000	1,095	1,095	100.00%	500	1,966	393.13%	79.47%
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	205,655	100.00%	219,900	184,531	83.92%	-10.27%
Golf Services	561,000	513,807	513,807	100.00%	568,500	542,711	95.46%	5.63%
Natural Resources	0	-11	-11	100.00%	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	12,340	115.33%	6.89%
Adult Sports	79,000	72,075	72,075	100.00%	78,000	63,772	81.76%	-11.52%
Youth Sports	40,000	29,565	29,565	100.00%	33,900	28,995	85.53%	-1.93%
BBCC	10,000	13,389	13,389	100.00%	12,000	12,223	101.86%	-8.71%
Operations	0	1,622	1,622	100.00%	0	25	0.00%	0.00%
Landscaping	0	0	0	0.00%	0	0	0.00%	0.00%
Cemeteries	27,300	34,225	34,225	100.00%	39,700	26,833	67.59%	-21.60%
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	1,055,131	100.00%	1,116,700	1,079,902	96.70%	2.35%
General Fund Total	6,748,602	6,877,549	6,877,549	100.00%	7,146,750	7,145,007	99.98%	3.89%
Non-Reverting Fund								
Administration	41,550	40,249	40,249	100.00%	40,650	36,327	89.36%	-9.74%
Health & Wellness	3,550	1,367	1,367	100.00%	3,550	3,124	88.00%	128.59%
Community Relations	2,000	2,113	2,113	100.00%	4,650	3,000	64.52%	42.01%
Aquatics	117,000	120,678	120,678	100.00%	126,373	113,789	90.04%	-5.71%
Frank Southern	129,000	138,537	138,537	100.00%	153,400	126,988	82.78%	-8.34%
Golf Services	153,000	151,474	151,474	100.00%	151,300	163,579	108.12%	7.99%
Natural Resources	59,200	78,233	78,233	100.00%	58,525	70,821	121.01%	-9.47%
Youth Programs	158,400	208,903	208,903	100.00%	189,866	218,910	115.30%	4.79%
*TLRC -Operational	770,229	749,635	749,635	100.00%	782,329	750,934	95.99%	0.17%
Community Events	171,656	192,373	192,373	100.00%	191,760	229,894	119.89%	19.50%
Adult Sports	281,000	251,616	251,616	100.00%	216,500	147,655	68.20%	-41.32%
Youth Sports	26,800	23,610	23,610	100.00%	25,000	25,624	102.50%	8.53%
BBCC	27,620	65,764	65,764	100.00%	29,420	59,280	201.49%	-9.86%
Operations	30,700	132,036	132,036	100.00%	51,640	57,121	110.61%	-56.74%
Dog Park	400	0	0	0.00%	400	0	0.00%	0.00%
Switchyard (CCC Propt)	82,800	72,236	72,236	100.00%	82,800	73,736	89.05%	2.08%
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 Forestry	8,900	10,439	10,439	100.00%	9,300	2,909	31.28%	-72.13%
N-R Fund subtotal:	2,063,805	2,239,261	2,239,261	100.00%	2,117,463	2,083,690	98.41%	-6.95%

	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	12/31/2017	revenue	12/31/2017	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	36,326.76		3,328.38		32,998.38	200,804.78
181001	Health & Wellness	5,427.77	3,123.90		1,172.05		1,951.85	7,379.62
181100	Community Relations	33,354.04	3,000.00		1,465.00		1,535.00	34,889.04
182001	Aquatics	314,716.56	113,789.25		38,938.91		74,850.34	389,566.90
182500	Frank Southern Center	125,817.03	126,988.04		77,768.87		49,219.17	175,036.20
183500	Golf Course	142,842.77	163,579.26		98,300.33		65,278.93	208,121.70
184000	Natural Resources	201,976.15	70,820.65		23,819.51		47,001.14	248,977.29
184500	Allison Jukebox	150,115.61	218,910.33		198,463.87		20,446.46	170,562.07
*185000	TLRC	(276,450.63)	662,809.06		1,265,196.23		(602,387.17)	(878,837.80)
**185009	TLRC Reserve	481,174.15	88,125.00		0.00		88,125.00	569,299.15
186500	Community Events	422,999.89	229,893.59		166,067.32		63,826.27	486,826.16
187001	Adult Sports	90,353.49	147,655.01		164,007.97		(16,352.96)	74,000.53
187202	Youth Sports	97,846.16	25,623.88		19,068.45		6,555.43	104,401.59
187209	Skate Park	543.88	0.00		0.00		0.00	543.88
187500	Benjamin Banneker Comm Cente	41,422.47	59,279.57		44,054.39		15,225.18	56,647.65
189000	Operations	136,191.07	57,120.56		56,103.80		1,016.76	137,207.83
189005	Dog Park	5,993.79	0.00		0.00		0.00	5,993.79
189006	Switchyard Property	189,641.25	73,735.51		32,436.24		41,299.27	230,940.52
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	2,909.40		17,121.48		(14,212.08)	(7,907.81)
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	2,083,689.77	0.00	2,207,312.80	0.00	(123,623.03)	2,228,654.45
*combined TLRC Fitness 5002 with all other TLRC programs								(123,623.03)
**Project School Revenue moved to TLRC Reserve								INCREASE/DECREASE FOR THE CURRENT

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

	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
		1/1/2018	1/17/2018	revenue	1/17/2018	RESERVE *	Expense	
							Over/Under	
						see explanation below*	(does not include expenses taken from RESERVE)	THIS IS THE TOTAL ACCUMULATED AMOUNT
181000	Administration	200,804.78	3,894.30		750.00		3,144.30	203,949.08
181001	Health & Wellness	7,379.62	97.00		0.00		97.00	7,476.62
181100	Community Relations	34,889.04	1,000.00		0.00		1,000.00	35,889.04
182001	Aquatics	389,566.90	(50.00)		5.00		(55.00)	389,511.90
182500	Frank Southern Center	175,036.20	6,312.75		885.44		5,427.31	180,463.51
183500	Golf Course	208,121.70	455.00		54.58		400.42	208,522.12
184000	Natural Resources	248,977.29	14.50		5.00		9.50	248,986.79
184500	Allison Jukebox	170,562.07	2,149.00		2,547.70		(398.70)	170,163.37
*185000	TLRC	(878,837.80)	31,487.50		5,558.48		25,929.02	(852,908.78)
**185009	TLRC Reserve	569,299.15	0.00		0.00		0.00	569,299.15
186500	Community Events	486,826.16	430.56		2,378.76		(1,948.20)	484,877.96
187001	Adult Sports	74,000.53	45.15		126.49		(81.34)	73,919.19
187202	Youth Sports	104,401.59	0.00		252.94		(252.94)	104,148.65
187209	Skate Park	543.88	0.00		2,279.75		(2,279.75)	(1,735.87)
187500	Benjamin Banneker Comm Cente	56,647.65	80.50		0.00		80.50	56,728.15
189000	Operations	137,207.83	2,125.00		0.00		2,125.00	139,332.83
189005	Dog Park	5,993.79	0.00		0.00		0.00	5,993.79
189006	Switchyard Property	230,940.52	0.00		5,876.68		(5,876.68)	225,063.84
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	(7,907.81)	0.00		0.00		0.00	(7,907.81)
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	2,228,654.45	48,041.26	0.00	20,720.82	0.00	27,320.44	2,255,974.89
*combined TLRC Fitness 5002 with all other TLRC programs								27,320.44
**Project School Revenue moved to TLRC Reserve								INCREASE/DECREASE FOR THE CURRENT

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

Bloomington Parks and Recreation Surplus Declaration Form

Jan-18

Date	Area/Staff	Quantity/Item	Means of Disposal	Date Disposed
19-Dec	Hannah Buddin	21 pieces of uniform apparel with outdated logo	given to ops to use as rags	
20-Dec	Mark Marotz	rubber pavers donated to city 8-10 years ago (kilroys)	trash	
22-Dec	Julie Ramey	4 obsolete video recording devices and associated batteries and cables	recycle	
2-Jan	Daren Eads	Incline Motor off treadmill	TLRC Dumpster	
2-Jan	Daren Eads	Fitness Mat - ripped	TLRC Dumpster	
8-Jan	Daren Eads	turf mounting strips - trash	TLRC Dumpster	
8-Jan	Daren Eads	Broken Goal Fronts (2)	TLRC Dumpster	
8-Jan	Daren Eads	Metal Support Standards (4)	JB Salvage	
8-Jan	Daren Eads	Goal rear covers - trash (8)	TLRC Dumpster	
8-Jan	Daren Eads	court cable - trash	TLRC Dumpster	
8-Jan	Daren Eads	Old AAU Banners	TLRC Dumpster	
9-Jan	Mark Marotz	light up reindeer lawn decorations	trash	
18-Jan	Cascades Golf Course / James Richardson	30 Gallon Metal Barrel full of broken nuts, bolts, unusable wire, worn out metal shafts, worn out bearings and unusable bits of metal	JB Salvage	
18-Jan	Cascades Golf Course / James Richardson	1980 GM 300 Toro Greensmower, nonfunctioning and used for parts	JB Salvage	
18-Jan	Cascades Golf Course / James Richardson	1990 Toro GM 3000 Greensmower, nonfunctioning, cut apart for parts and unusable	JB Salvage	
18-Jan	Cascades Golf Course / James Richardson	Small pile of scrap metal consisting of an old sink, 6 smashed small metal trashcans, 3 worn out metal reels from mower, 5 smashed baskets, and a few rusted out mower mufflers and rims	JB Salvage	
18-Jan		January form is closed - do not add any additional items.		

**NOTICE OF PUBLIC HEARINGS ON RESOLUTION TO ACQUIRE PROPERTY
PURSUANT TO INDIANA CODE § 36-10-4-25 BY THE CITY OF BLOOMINGTON
BOARD OF PARK COMMISSIONERS**

Board of Park Commissioners adopted Resolution 17-06 on December 12, 2017 to purchase a property located at 100-112 W. Club House Drive, Bloomington, Indiana 47401. Resolution 17-06 is provided below and a copy of Resolution 17-06 is available at the Parks and Recreation Department located at 401 N Morton St, Suite 250, Bloomington IN 47404.

In accordance with Indiana Code § 5-3-1, interested persons are hereby notified that the City of Bloomington Board of Park Commissioners will hold a public hearing on Tuesday, January 23, 2018 at 04:00 p.m. in Council Chambers, City Hall, 401 N. Morton Street, Bloomington, IN 47404. In said public hearing, the Board of Park Commissioners will receive or hear remonstrances from persons interested in or affected by the proceedings and determine the public utility and benefit of the proposed project.

**RESOLUTION 17-06
OF THE
BOARD OF PARK COMMISSIONERS
CITY OF BLOOMINGTON, INDIANA
TO APPROVE OFFER TO PURCHASE 100-112 W. CLUB HOUSE DRIVE**

WHEREAS, the City of Bloomington, Indiana, Board of Park Commissioners (“Board”), by and through the Parks and Recreation Department ("Parks"), pursuant to Indiana Code § 36-10-4, operates recreational programs and facilities serving the residents of Bloomington and Monroe County, Indiana, which facilities serve an important public purpose; and

WHEREAS, Parks is interested in acquiring two properties located at 100-112 W. Club House Drive, Bloomington, Indiana 47401 (“Properties”) adjoining Lower Cascades Park to add to the Park current acreage; and

WHEREAS, the properties are owned by Dagom Gaden Tensung Ling Monastery (“Property Owner”), are operated as rental apartment units and the monastery property for weekly classes and a map of the Properties is attached to this Resolution as Exhibit A; and

WHEREAS, the acquisition of the Properties described above for additional greenspace in Lower Cascades Park serves a public purpose and furthers the public welfare by enhancing recreational opportunities in the Bloomington area; and

WHEREAS, the Property Owner wishes to sell the Property to Parks; and

WHEREAS, Indiana Code § 36-10-4-25 outlines the statutory process that the Board must follow in order to acquire real property, which includes the requirement that the Board shall appoint three (3) qualified appraisers to appraise the land and shall report the appraisal in writing; and

WHEREAS, the Board may not take an option on the land or enter into a contract to purchase it at a

higher price than the value named in the report; and

WHEREAS, pursuant to Indiana Code § 36-10-4-25(h) on July 25, 2017, the Board appointed three (3) qualified appraisers to appraise the properties; and

WHEREAS, on said date the Board approved a contract with Monroe/Owen Appraisal, Inc. to lead the appraisals for the Property; and

WHEREAS, the Monroe/Owen Appraisal, Inc. filed a report with Parks, in which the appraised value is Four Hundred Thousand Dollars (\$400,000.00); and

WHEREAS, Parks has tendered to the Property Owner a purchase offer to purchase the Properties for Four Hundred Thousand Dollars (\$400,000.00), which is contingent upon, among other things, the approval of the purchase by the Board, and the result of an Environmental Assessment Report; and

WHEREAS, the Property Owner accepted said purchase offer and a copy of the contract to purchase the Properties is attached to this Resolution as Exhibit B; and

WHEREAS, Parks will use bond number GL 977-18-18016d (977-2017q) to purchase the Property.

NOW THEREFORE, BE IT RESOLVED THAT:

1. The acquisition of the Properties serve a public purpose and furthers the public welfare by increasing recreational opportunities and enhancing the appearance and by adding Park current acreage.
2. The Bloomington Parks and Recreation Department is hereby authorized to acquire the Properties, subject to applicable Indiana law, and the satisfaction of contingencies in the offer to purchase.

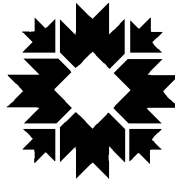
APPROVED THIS _____ day of _____, 2017.

CITY OF BLOOMINGTON, INDIANA
BOARD OF PARKS COMMISSIONERS

BY: _____
Leslie J. Coyne, President

BY: _____
Paula McDevitt, Director

ATTEST: _____
Kim Clapp, Secretary



CITY OF BLOOMINGTON
parks and recreation

STAFF REPORT

Agenda Item: B-2
Date: 1/17/2018

Administrator
Review\Approval
PM

TO: Board of Park Commissioners
FROM: Sarah Owen, Community Relations Coordinator
DATE: January 23, 2018
SUBJECT: Spotlight Award – Price Electric

Recommendation

The Bloomington Parks and Recreation Department would like to recognize Jim Britton and Price Electric for the quality, reliable work Price Electric has provided to the Department. Price Electric has been an outstanding business partner, and we are very appreciative of their longstanding commitment to our public facilities.

Price Electric has been the preferred electrical contractor for the Sports Division for more than 25 years. Electrical problems often become immediate issues, and Price Electric has always responded promptly. The company has become knowledgeable about the operations of both Winslow Sports Park and Twin Lakes Sports Park, and has stepped in at crucial moments, when we faced power outages prior to scheduled games. Price Electric has also completed highly professional work in several remodeling projects in our facilities.

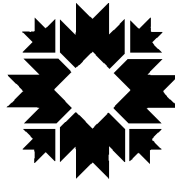
Background

Jim Britton, the current owner of Price Electric, purchased the company in 1990. He started with three employees, and has grown the business to employ more than 25 electricians. In addition to Price Electric's exceptional work for Parks and Recreation, Jim Britton has also been an ongoing supporter of the Bloomington Parks Foundation and the Don Brineman Memorial Golf Scramble. Prior to his years with Price Electric, Jim was in show business, and traveled with his three brothers as the "Britton Brothers". Jim's love of performing even got him involved as a co-owner of the Pierce Arrow Theatre in Branson, Missouri.

We appreciate the earnest and responsive efforts Price Electric has made on our behalf over the years to keep our facilities safe and operational. We are happy to present Price Electric with the Spotlight Award.

RESPECTFULLY SUBMITTED,

Sarah Owen, Community Relations Coordinator



CITY OF BLOOMINGTON
parks and recreation

STAFF REPORT

Agenda Item: B-4
Date: 1/18/2018

Administrator
Review\Approval
PM

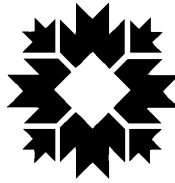
TO: Board of Park Commissioners
FROM: Melissa Grabowski
DATE: January 16, 2018
SUBJECT: Staff Introduction

Background

My name is Missy Grabowski. I have been at IU Recreational Sports for the past 8 years as a member services associate. I am excited to be a part of the Parks and Recreation Department and have accepted the position as Customer Service Representative. I have been in Bloomington for 22 years. My 3 children have all participated in the many programs that the Parks and Recreation has to offer. I am looking forward to being a part of the community.

RESPECTFULLY SUBMITTED,

Missy Grabowski
Customer Service Representative



CITY OF BLOOMINGTON
parks and recreation

STAFF REPORT

Agenda Item: B-4
Date: 1/17/2018

Administrator
Review\Approval
PM

TO: Board of Park Commissioners
FROM: Justin Mazany
DATE: 01/17/2018
SUBJECT: Intern Introduction

Background

My name is Justin Mazany and my opportunity as the community events intern with Leslie Brinson, the Community Events Manager, started on January 8th, 2018. I will be graduating in May with a Bachelors' Degree in Recreation Management, specifically in events. During my internship for the Parks and Recreation Department, I will be assisting in curating the summer concert series, participating, and implementing new recreation activities.

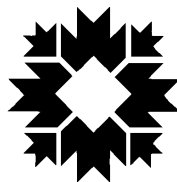
What drove me to get involved within the local government was growing up in a community that did not hold regularly organized events. As a result, there were close to no opportunities for me to participate in activities that connected me to my hometown. When I moved to Bloomington for school, I found myself living in a community that was alive with music, art, and curiosity. It was not until I moved to Bloomington that I discovered something about myself: I have a deep passion for organizing events for the arts and I want to help young community members have access to creative events.

The arts, music, and festivals within Bloomington create opportunities for residents to be a part of something bigger than themselves, encouraging a greater sense of community within an area with which they are familiar. By creating opportunities for Bloomington's community to interact with music and art, we can help foster a positive learning experience for everyone.

I am eager and excited to give back to the city of Bloomington and learn the ins and outs of local government.

RESPECTFULLY SUBMITTED,

Justin K Mazany
Community Events, Intern



CITY OF BLOOMINGTON
parks and recreation

STAFF REPORT

Agenda Item: B-4
Date: 1/17/2018

Administrator
Review\Approval
PM

TO: Board of Park Commissioners
FROM: John Turnbull, Division Director Sports
DATE: January 11, 2018
SUBJECT: **INTRODUCTION OF SPORTS INTERN, Marie Wirsing**

Background

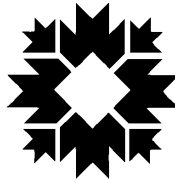
Marie is scheduled to graduate in May 2018 from Indiana University with a Bachelor of Science in Public Affairs. She comes to us from Valparaiso, Indiana where she attended Valparaiso High School.

Marie has traveled overseas twice while at Indiana University. She taught English in China and studied in Poland during spring semester 2017. She has worked at summer camps in Telluride, Colorado and horseback riding in Valparaiso.

At this time in her education, she is interested in local or state government and hopes this internship will expose her to career options in those areas.

RESPECTFULLY SUBMITTED,

John Turnbull, Division Director Sports



CITY OF BLOOMINGTON
parks and recreation

STAFF REPORT

Agenda Item: C-1
Date: 1/17/2018

Administrator
Review\Approval
PM

TO: Board of Park Commissioners
FROM: Paula McDevitt, Administrator
DATE: January 17, 2018
SUBJECT: **RESOLUTION 18-01 APPROPRIATING PARKS NON-REVERTING EXPENDITURES FOR THE 2018 FISCAL YEAR.**

Recommendation

It is recommended that the Board of Park Commissioners appropriate Parks Non-Reverting Operating Fund not otherwise appropriated for the 2018 fiscal year, as set forth in Section 1 of Resolution 18-01.

Background

Expenditure amounts for each Non-Reverting Fund are based on 2017 actual expenditures and Division Directors' estimates of program activities for 2018.

RESPECTFULLY SUBMITTED,

Paula McDevitt, Administrator

RESOLUTION 18-01

**A RESOLUTION OF THE BOARD OF PARK COMMISSIONERS
OF THE CITY OF BLOOMINGTON SPECIFICALLY
APPROPRIATING PARKS NON-REVERTING FUND
EXPENDITURES NOT OTHERWISE APPROPRIATED**

**B O A R D O F P A R K C O M M I S S I O N E R S
City of Bloomington, Indiana**

WHEREAS, funds will be made available for appropriation in the Parks Non-Reverting Operating Fund as a result of fees, charges, donations and grants monies collected; and,

WHEREAS, Indiana Code 36-10-5-2 allowed the creation and 36-10-4-16 authorizes the appropriation and expenditure of such funds; and,

WHEREAS, said funds were not appropriated as part of the annual budget of the Bloomington Board of Park Commissioners,

NOW, THEREFORE, BE IT RESOLVED by the Board of Park Commissioners that:

Section I: For the expenses of said Board the following additional sums of money are hereby appropriated and ordered set apart from the fund herein named and for the purposes herein specified, subject to the laws governing same, for the Fiscal Year January 1 to December 31, 2018:

Administration	\$ 14,650
Health & Wellness Grant	1,240
Marketing	4,650
Aquatics	65,594
Frank Southern Ice Arena	97,498
Golf Services	133,709
Natural Resources	53,486
Youth Services	209,805
Twin Lakes Recreation Center	1,142,889
Community Events	181,069
Adult Sports	199,830
Youth Sports	18,754
Benjamin Banneker Community Center	4,150
Operations	19,195
Urban Forestry	4,750
2017 Summer Food Service Grant	11,115
2016-2017 MCCSC Grant	<u>30,000</u>
TOTAL	\$2,192,384

Section II: This resolution shall be in full force and effect from January 24, 2018 after its passage by the Board of Park Commissioners of the City of Bloomington.

PASSED AND ADOPTED at a regular meeting thereof on this 23rd day of January, 2018 by the following roll call vote:

Ayes:

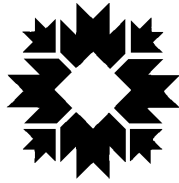
Noes:

Absent:

Leslie J. Coyne, President

ATTEST:

**Paula McDevitt
Administrator**



CITY OF BLOOMINGTON
parks and recreation

STAFF REPORT

Agenda Item: C-2
Date: 1/17/2018

Administrator
Review\Approval:
PM

TO: Board of Park Commissioners
FROM: Steve Cotter, Natural Resources Manager
DATE: January 23, 2018
SUBJECT: **REVIEW/APPROVAL OF INDIANA UNIVERSITY HEALTH BLOOMINGTON
HOSPITAL STREAM MITIGATION RESTRICTIVE CONVNTANT FOR
FERGUSON DOG PARK**

Recommendation

Staff recommends approval of the Restrictive Covenant for the IU Health Stream Mitigation Project at the Ferguson Dog Park.

Background

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

A requirement of this project is that the mitigation site be protected by a restrictive covenant to ensure that it remains in a natural state for perpetuity.

RESPECTFULLY SUBMITTED,

Steve Cotter, Natural Resources Manager

DECLARATION OF RESTRICTIVE COVENANTS FOR CONSERVATION

THIS DECLARATION OF RESTRICTIVE COVENANTS FOR CONSERVATION (“**Declaration**”) is made this 23rd day of January, 2018, by the CITY OF BLOOMINGTON, INDIANA and the CITY OF BLOOMINGTON PARKS AND RECREATION DEPARTMENT (“**Declarant**”).

RECITALS:

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

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

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

WHEREAS, as compensatory mitigation under Federal and state law for and in consideration of Department of the Army Permit No. LRL-2017-486-mdh issued by the U.S. Army Corps of Engineers, Louisville District (“**Corps**”), pursuant to Section 404 of the Clean Water Act (33 U.S.C. §1344) and/or Section 10 of the Rivers and Harbors Act (33 U.S.C. §403), and Indiana Department of Environmental Management (“**IDEM**”) Permit No. 2017-719-53-JWR-A issued pursuant to Section 401 of the Clean Water Act (33 U.S.C. § 1341) and/or Indiana’s Isolated Wetlands law (Ind. Code 13-18-22) (collectively, “**Permits**”), and in recognition of the continuing benefit to the Property and for the protection of waters of the United States and scenic, resource, environmental, and other conservation values, IU Health and Declarant have agreed to enhance and preserve riparian areas and buffers on the portion of the Property depicted on **Exhibit B** attached hereto (“**Mitigation Property**”), which requires the placing of certain restrictive covenants on the Property in order that the Mitigation Property shall remain substantially in its natural condition forever, and to grant a right of access and entry to the Property.

NOW, THEREFORE, in consideration of the benefits to be derived by the Declarant and each and every subsequent owner and occupant of the Mitigation Property, and as required mitigation for the discharge of dredged and/or fill material into waters of the United States, as authorized by the Permits, Declarant hereby makes this Declaration on the terms and conditions stated below.

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

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

3. **Definitions.**

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

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

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

4. **Restrictions/Prohibitions.** Any activity on, or use of, the Mitigation Property, which is or may become inconsistent with the purposes of this Declaration, is and shall be expressly prohibited. Without limiting the generality of the foregoing, the following activities are expressly prohibited on the Mitigation Property except as provided for in Declarant's Reserved Rights in Section 5 hereof:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

6. Rights of Access and Entry. Declarant grants the Corps, IDEM, IU Health and their authorized employees, contractors, agents and representatives an irrevocable and assignable right to enter in, on, over and across the Mitigation Property to inspect and monitor the Mitigation Property; to implement the Mitigation Plan or take corrective measures under the Mitigation Plan; to take any actions necessary to maintain or restore the natural condition of the Mitigation Property; and to take any actions necessary to verify compliance with these restrictive covenants. Declarant also grants the Corps, IDEM, IU Health and their authorized agents an irrevocable and

assignable right to enter and exit over and across the Property as necessary to access the Mitigation Property for the purposes listed above. No rights of access or entry to or use of any portion of the Mitigation Property or Property is granted or conveyed to members of the general public by these restrictive covenants.

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

8. Notice to Government.

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

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

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

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

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

10. Warranties.

10.1 Declarant represents and warrants that:

- A. Declarant is the sole owner of the Mitigation Property and holds fee simple title which is free and clear of any and all liens, loans, claims, restrictions, easements and encumbrances, except as otherwise identified in **Exhibit C** attached hereto;
- B. Declarant has identified all other parties that hold any interest (e.g. encumbrances) in the Mitigation Property and has notified such parties of the Declarant's intent to grant this Declaration;
- C. This Declaration will not materially violate or contravene or constitute a material default under any other agreement, document, or instrument to which the Declarant is a party or by which the Declarant may be bound or affected;
- D. This Declaration will not materially violate or contravene any zoning law or other law regulating use of the Mitigation Property; and
- E. This Declaration does not authorize a use of the Property that is otherwise prohibited by a recorded instrument that has priority over this Declaration.

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

- A. No substance defined, listed, or otherwise classified pursuant to any federal, state, or local law, or regulation, as hazardous, toxic, polluting, or otherwise contaminating to the water or soil has been released, generated, treated, stored, used, disposed of, deposited, abandoned, or transported in, on, from, or across the Property;
- B. There are no underground storage tanks located on the Property, whether presently in service or closed, abandoned, or decommissioned;
- C. The Property is in compliance with all federal, state, and local laws, regulations, and permits and there is no pending or threatening litigation in any way affecting, involving, or relating to the Property and its use; and

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

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

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

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

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

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

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

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

12. Amendment. After recording, these restrictive covenants may only be amended by a recorded document signed by the Corps, IDEM, and Declarant. Amendment shall be allowed at the discretion of the Corps or IDEM, in consultation with resource agencies as appropriate, and then only in exceptional circumstances. Any amendment must be consistent with the requirements of Sections 404 of the Clean Water Act. There shall be no obligation to allow any such amendment.

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

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

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

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

[Signature page follows]

IN WITNESS WHEREOF, the Declarant has duly executed this Declaration effective on the date first written above, but actually on the date set forth below.

CITY OF BLOOMINGTON, INDIANA

By: _____
Philippa M. Guthrie, Corporation Counsel

CITY OF BLOOMINGTON PARKS &
RECREATION DEPARTMENT

By: _____
Paula McDevitt, Director

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

STATE OF INDIANA)
) SS:
COUNTY OF MONROE)

On this _____ day of _____, 2018, before me, a Notary Public in and for this County and State, personally appeared Philippa M. Guthrie, personally known to me to be the person whose name is subscribed to the within Declaration, and acknowledged under oath that she executed this Declaration for the purposes contained therein.

NOTARY PUBLIC

My County of Residence: _____

Printed

My Commission Expires: _____

STATE OF INDIANA)
) SS:
COUNTY OF MONROE)

On this _____ day of _____, 2018, before me, a Notary Public in and for this County and State, personally appeared Paula McDevitt, personally known to me to be the person whose name is subscribed to the within Declaration, and acknowledged under oath that she executed this Declaration for the purposes contained therein.

My County of Residence: _____

NOTARY PUBLIC

Printed _____ My Commission Expires: _____

[illegible]

On this _____ day of _____, 2018, before me, a Notary Public in and for this County and State, personally appeared Leslie J. Coyne, personally known to me to be the person whose name is subscribed to the within Declaration, and acknowledged under oath that she executed this Declaration for the purposes contained therein.

My County of Residence: _____

NOTARY PUBLIC

Printed _____ My Commission Expires: _____

I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law: Andrew B. Buroker.

This instrument was prepared by Andrew B. Buroker, Attorney at Law, Faegre Baker Daniels LLP, 600 E. 96th Street, Suite 600, Indianapolis, IN 46240.

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

Parcel 1

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

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

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

Parcel 2

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

Commencing at the Southwest corner of the Southeast Quarter of the Southwest Quarter of said Section 16; thence North 00 degrees 43 minutes 32 seconds East along the West Tine of said Quarter Quarter Section 329.95 feet to the centerline of Stone Mill Road; thence South 10 degrees 51 minutes 11 seconds East along said centerline 45.23 feet to the point of beginning; thence North 51 degrees 25 minutes 45 seconds East 798.93 feet to the Westerly right-of-way line of Hillview Drive, as shown on the Plat of Marlin Hills, as recorded in Plat Cabinet "B", envelope 103, in the Recorder's Office of Monroe County, Indiana; thence South 40 degrees 29 minutes 35 seconds East along said right-of-way line 536.11 feet; thence South 15 degrees 13 minutes 58 seconds East along said right-of-way line 147.53 feet; thence North 25 degrees 53 minutes 55 seconds West 142.40 feet, thence South 58 degrees 42 minutes 50 seconds West 204.91 feet; thence North 88 degrees 33 minutes 28 seconds West 578.02 feet; thence South 44 degrees 27 minutes 08 seconds West 145.72 feet to said centerline; thence the following three (3) courses along said centerline: 1) North 45 degrees 32 minutes 52 seconds West 45.74 feet; 2) North 39 degrees 48 minutes 31 seconds West 50.12 feet; 3) North 31 degrees 01 minutes 41 seconds West 57.38 feet to the point of beginning, containing 6.44 acres, more or less.

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

Parcel 3

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

Commencing at the Southwest corner of the Southeast Quarter of the Southwest Quarter of said Section 16; thence North 00 degrees 43 minutes 32 seconds East along the West line of said Quarter Quarter Section 329.95 feet to the point of beginning; thence continuing North 00 degrees 43 minutes 32 seconds East along said West line 650.55 feet to the Southwest corner of Lot 63 in Marlin Mills 2nd Addition, as recorded on Plat Book 5, page 24, in the Recorder's Office of said county; thence the following four (4) courses along said Marlin Hills 2nd Addition: 1) North 87 degrees 25 minutes 34 seconds East 208.00 feet; 2) South 39 degrees 51 minutes 18 seconds East 162.02 feet; 3) North 42 degrees 25 minutes 34 seconds East 315.00 feet; 4) North 61 degrees 16 minutes 34 seconds East 72.92 feet; thence South 61 degrees 10 minutes 31 seconds East 29_27 feet to the Westerly right-of-way line of Hillview Drive, as shown on the plat of Marlin Hills, as recorded in Plat Cabinet "B", envelope 103, in said Recorder's Office; thence South 10 degrees 47 minutes 49 seconds West along said right-of-way line 268.05 feet; thence South 40 degrees 29 minutes 35 seconds East along said right-of-way line 94.56 feet; thence South 51 degrees 25 minutes 45 seconds West 798.93 feet to the centerline of Stone Mill Road; thence North 10 degrees 51 minutes 11 seconds West 45.23 feet to the point of beginning, containing 6.42 acres, more or less.

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

EXHIBIT B

SCHEMATIC ILLUSTRATION OF PROPERTY

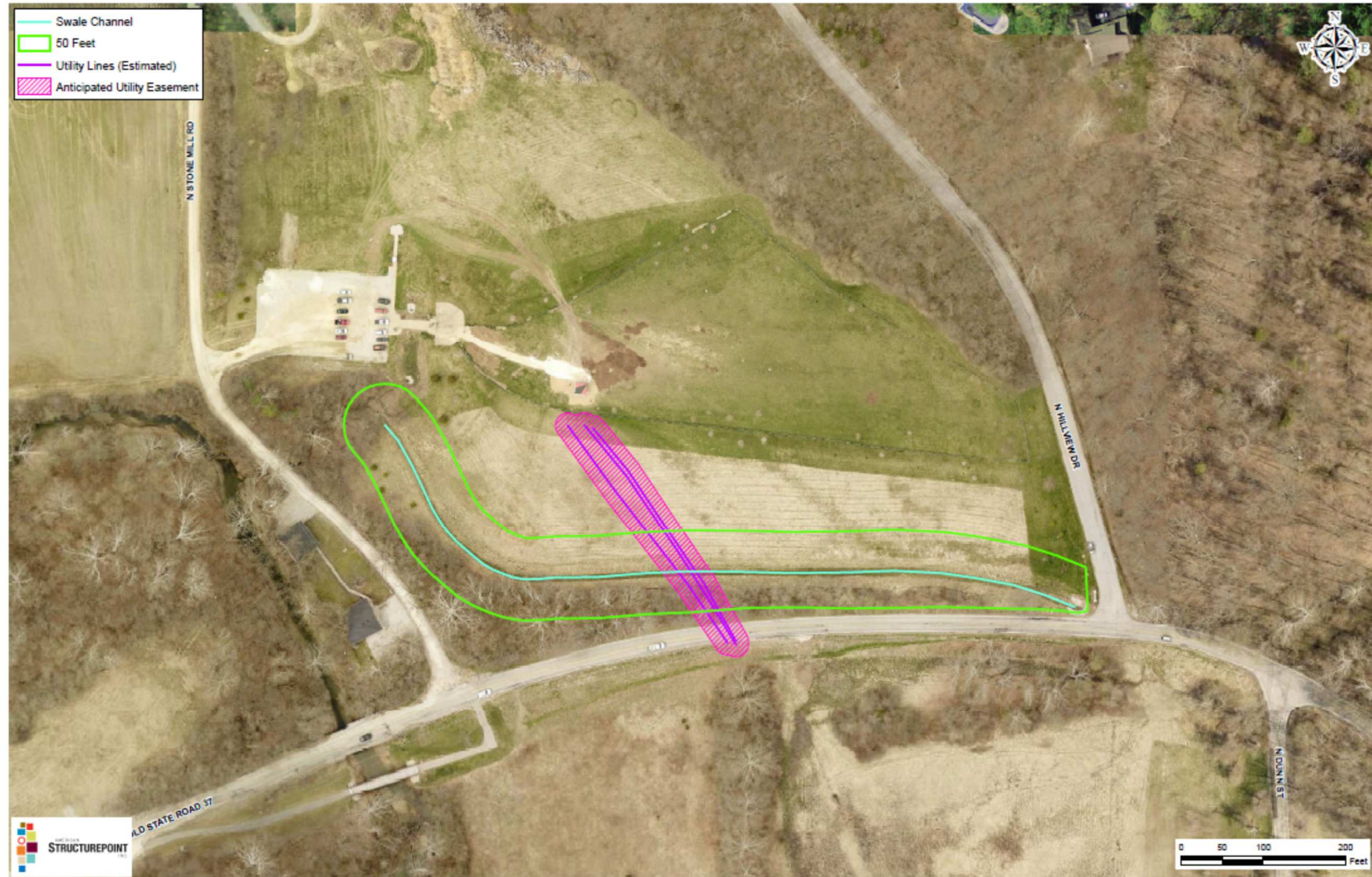


EXHIBIT C

LIST OF CURRENT ENCUMBRANCES OF TITLE

Order Number: **NCS-854907-1-INDY**

Page Number: 8

Part Two:

1. Real estate taxes assessed for the year 2016 are a lien and are due in two installments payable May 10 and November 13 , 2017 :

Assessed in the name of: City of Bloomington, Indiana, Board of Park Commissioners
Parcel No.: 012-07620-01 / State ID: 53-05-16-300-001.000-004 (5.84 Acres)
Taxing Unit and Code: 004 - Bloomington Township
Land: \$12,000.00
Improvements: \$0.00
Exemptions: 660 - Exempt, Park District
First installment of : \$0.00 None Due
Second installment of : \$0.00 None Due

(Affects Parcel 1)

2. Real estate taxes assessed for the year 2016 are a lien and are due in two installments payable May 10 and November 13 , 2017 :

Assessed in the name of: City of Bloomington, Indiana, Board of Park Commissioners
Parcel No.: 012-07620-00 / State ID: 53-05-16-300-009.000-004 (6.44 Acres)
Taxing Unit and Code: 004 - Bloomington Township
Land: \$10,700.00
Improvements: \$0.00
Exemptions: 660 - Exempt, Park District
First installment of : \$0.00 None Due
Second installment of : \$0.00 None Due

(Affects Parcel 2)

3. Real Estate taxes for the year 2017 (payable 2018) are a lien but not yet due and payable.

4. Covenants, conditions and restrictions contained in Deed made by Stephen L. Ferguson to the Bloomington Community Park and Recreation Foundation, Inc. dated December 31, 2001 and recorded January 3, 2002 as Instrument 2002000223, including, but not limited to the following:

A. The Land shall be used in perpetuity exclusively for recreation by, or for the education of, the general public.

B. The Land shall be used to maintain, support and extend the activities, programs and purposes of Grantee, or any successor entity having similar purposes.

C. The Land shall not be used for residential, commercial or industrial purposes.

D. The Land shall be known as Ferguson Park.

Note: Instrument includes a divestiture clause.

5. Existing unrecorded leases, if any, and rights of all parties claiming thereunder.

6. Minerals or mineral rights or any other subsurface substances (including, without limitations, oil, gas and coal) and all rights incidents thereto, now or previously leased, granted, excepted or reserved.
7. Rights of the Public, the State of Indiana and the Municipality in and to that part of the land, if any, taken and used for road purposes, including utility rights of way.
8. Rights of way for drainage tiles, ditches, feeders and laterals, if any.
9. The acreage stated in the legal description of the land is for description purposes only. The quantity of the land is not insured.

NOTE: The policy to be issued may contain an arbitration clause. When the Amount of Insurance is less than the certain dollar amount set forth in any applicable arbitration clause, all arbitrable matters shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. If you desire to review the terms of the policy, including any arbitration clause that may be included, contact the office that issued this Commitment or Report to obtain a sample of the policy jacket for the policy that is to be issued in connection with your transaction.

End of Schedule B

js



CITY OF BLOOMINGTON
parks and recreation

STAFF REPORT

Agenda Item: C-3
Date: 1/17/2018

Administrator
Review\Approval:
PM

TO: Board of Park Commissioners
FROM: Alison Miller
DATE: December 18, 2017
SUBJECT: REVIEW/APPROVAL OF PARTNERSHIP AGREEMENT WITH INDIANA
UNIVERSITY HEALTH BLOOMINGTON

Recommendation

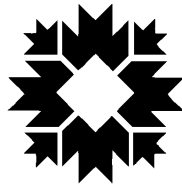
The staff recommends approval of the 2018 partnership agreement with Indiana University Health Bloomington.

Background

Collaboration between Indiana University Health Bloomington staff and Parks and Recreation staff has been occurring for many years. The mission of each organization is similar as it pertains to efforts to improve the overall health and wellness of the community. The first formal partnership agreement was signed in 2010 and has been continuously successful through seven strategic action plans in the areas of administration, sports medicine, employee wellness, community health education and community health programming. The respective teams will continue to meet quarterly to update progress and revise future goals. Both entities know this partnership will provide outstanding benefits to the constituencies that we both serve while further enhancing the missions of each organization.

RESPECTFULLY SUBMITTED,

Alison Miller, Health and Wellness Coordinator



**CITY OF BLOOMINGTON
parks and recreation**

COOPERATIVE PROGRAM PARTNERSHIP AGREEMENT

Partner(s):

This Agreement is made and entered into this _____ day of January, 2018 by and between the City of Bloomington Parks and Recreation Department (“BPRD”), and Indiana University Health - Bloomington (“IU Health Bloomington”),

WITNESSETH:

WHEREAS, there is a need to provide programs which promote social, physical, emotional, mental, and environmental health in the community; and

WHEREAS, the BPRD and IU Health Bloomington desire to cooperate in the provision of community health education collaboration programs; and

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

WHEREAS, IU Health Bloomington is authorized to enhance the community’s quality of life through wellness education that creates awareness, promotes healthy choices, fosters self-responsibility and encourages prevention practices; and

WHEREAS, services provided by each party will reflect on the other in this partnership agreement requiring clear communication and outline of expectations.

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

- 1.0 Purpose of Agreement.** The purpose of this agreement is to outline a program partnership, which will provide community health education, programs, training, marketing, and opportunities to benefit the health and wellness of the community by combining available resources from each party in the agreement.
- 2.0 Duration of Agreement.** The term of this Agreement shall begin upon signing and run through December 31, 2018, unless terminated earlier as provided under Article 4, below. The partners may agree to extend the term of the agreement on an annual basis.

3.0 Agreement Terms Mutually Agreed to By Both Partners:

- 3.1 The staff involved in this agreement will complete tasks outlined in Exhibits A-1, A-2, A-3, and A-4, Strategic Action Plan, which is attached hereto and incorporated herein by reference as though fully set forth.
- 3.2 The Administrative strategy will identify opportunities to improve health/wellness opportunities via infrastructure improvement.
- 3.3 The Sports Medicine strategy will involve BPRD and IU Health Bloomington dividing the costs of providing sports medicine services at the national softball tournament. BPRD will cover the costs for the Twin Lakes Sports Park site and IU Health Bloomington will cover the costs at the Winslow Sports Complex site.
- 3.4 The Marketing strategy will review both organizations' current marketing strategies, and identify and utilize opportunities to collaborate, co-brand, and enhance those strategies to promote health and wellness to the community. Strategies will be periodically evaluated for success and modified based on changing communication technology and processes.
- 3.5 The Employer strategy will focus on promoting BPRD health/wellness, sports and recreation programs and volunteer opportunities to the IU Health Bloomington Health Investment Program (HIP) participants.
- 3.6 The Community Health Resource and Facility strategies will work with the Active Living Coalition to compile comprehensive nutrition and physical activity guidelines, and health/wellness information and community resources for medical practitioners and patients. Facility resources will be shared with staff to support education and programming opportunities in the community.
- 3.7 The Community Health Programming and Education strategies will provide joint programming for targeted populations such as senior citizens (50+ Expo); youth (G.O.A.L., Running Clubs, Bike Rodeos); community (car seat checks); pre-school and at-risk populations.
- 3.8 The staff and personnel involved in this agreement will at all times represent all parties to this agreement in a professional manner and reflect the commitment of all parties to quality services and customer satisfaction.
- 3.9 IU Health Bloomington shall maintain comprehensive general liability insurance, with a minimum combined single limit of \$1,000,000 per occurrence and \$2,000,000 in the aggregate. The policy shall name the City of Bloomington Parks and Recreation Department as an additional insured, and IU Health Bloomington shall provide BPRD with a certificate of insurance prior to the commencement of operations under this Agreement. IU Health Bloomington and its insurer shall notify BPRD within ten (10) days of any insurance cancellation.

- 3.10 The commitment of personnel, facilities, supplies will be honored according to the timetable agreed upon by all parties.
- 3.11 The possession of alcoholic beverages, drugs and other illegal controlled substances, fireworks, air rifles, paintball guns, bow and arrows, cross bows, swords, and pellet guns is strictly 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.
- 3.12 The parties will evaluate this Agreement and the services provided during the month of January, 2019.

4.0 Termination.

- 4.1 Termination by mutual agreement: The parties may mutually agree to terminate this Agreement. Unless otherwise terminated per the terms of this Agreement, the Agreement shall be in effect from the date signed until December 31, 2018.
- 4.2 Unilateral termination: In the event that one of the partners to this Agreement breaches any of its terms and conditions, the non-breaching party shall serve written notice of the breach to the other party by certified mail. The breaching party shall then have ten (10) days from the date of mailing in which to cure the breach. If the breaching party fails to cure the breach within ten (10) days, the non-breaching party may, at its option and in writing, unilaterally terminate the Agreement.

5.0 Notice:

- 5.1 Notice regarding any significant concerns or issues of non-compliance shall be given to those contacts as follows:

Becky Higgins
 (812) 349-3713
 Bloomington Parks & Recreation
 401 N. Morton St.
 Bloomington, IN 47402

Wendy Hernandez
 (812) 353-9175
 IU Health Bloomington
 601 W. 2nd Street
 Bloomington, IN 47403

- 5.2 Representatives for the day to day operational implementation of this agreement are:

Bloomington Parks & Recreation
 Becky Higgins
 (812) 349-3713
 401 N. Morton St.
 Bloomington, IN 47402

IU Health Bloomington
 Dave Schroeder
 (812) 353- 5383
 601 W. 2nd Street
 Bloomington, IN 47403

IN WITNESS WHEREOF, the partners have signed this Agreement on the date first set forth.

IU Health Bloomington:

Wendy Hernandez
Vice President of Professional and Support Services

Date

Brian Shockney, Chief Operating Officer

Date

CITY OF BLOOMINGTON:

Paula McDevitt, Administrator, BPRD

Date

Leslie J. Coyne
President, Board of Park Commissioners

Date

Philippa M. Guthrie, Corporation Counsel

Date

HEALTH/Wellness Education			Strategy: Provide health education in under served /at risk populations areas		
Summary:					
Objective 1: Identify at-risk populations					
Tactics (Action Steps)	Lead	Team	Timeline	Complete	Notes
Identify community partners	CWK	AM	O	2014 - 2nd quarter - on hold, 2017-discuss opportunities for program collaboration 2018-Ongoing	Hold combined staff meetings to discuss, IU Health Community Health will attend a parks staff meeting and vice versa. 2018-CWK will attenda BPRD Management Team meeting in 2018.
Identify community needs	CWK	AM	O	2014 - 2nd quarter - on hold. 2015-Community Health Needs Assessment completed, 2016 and 2017 Community Health Improvement Plan meetings are ongoing. See notes section for information concerning the 2018 Community Health Needs Assessment.	*2018 IU Health/Community Health Needs Assessment, 2018 survey will be distributed in spring 2018 there will be a hard and electronic copy available, 5 hospital systems will be involved, a local report will be generated as well as focus groups, implementation plans will be effective in 2019, 2020, and 2021.
Inventory current programs/services	CWK	AM	O	2014 - 2nd quarter - on hold. 2015-Complete, 2016 and 2017-discovery of possible collaborations is ongoing	A Community Health Assessment was conducted in 2015. Data is being reviewed and will be used to set priorities/goals for this objective. Community health assessment in 2018.
Objective 2: Program to meet needs					
Tactics (Action Steps)	Lead	Team	Timeline	Complete	Notes
Lead Screenings	SE		O	Complete	IU Health is no longer conducting lead
Car Seat checks	CW		O	Complete in 2015, 2016, 2017 in progress for 2018	CW is manager of this area.
Bike Rodeo helmet checks	CW	AM	O	Done in 2010,2011,2012, 2013, 2014, 2015, 2016 2017. In progress 2018	CW is the lead for this area.
WIC programs	JH		O	Done in 2010, 2011, 2012,2013, 2014, 2015, 2016, 2017. In progress 2018.	Jen Hildebrand is WIC manager.
Immunization information	AM		O		Amy Meek will be asked to identify areas
Summer Food Service Program	LB/RP	BBCC Staff	O	Done in 2010,2011,2012, 2013, 2014, 2015. 2016, 2017. In progress 2018	IU Health will assist with nutrition education service through intern.
City of Bloomington Employee Wellness Program	RP	AM	O	Done in 2017. In progress for 2018.	IU Health provides a Registered Dietitian for staff nutrition education

S=Short Term (2018)
M = Medium Term (2019)
L = Long Term (2020 and beyond)
O = Ongoing (annually)

CWK - Carol Weiss-Kennedy,
LB - Leslie Brinson
AM- Amy Meek
CW - Cara Wickens
JH - Jennifer Hildebrand
AM - Alison Miller
RP-Robin Parker

EMPLOYER/HIP		and Outdoor Recreation programs, and volunteer programs.			
Summary:To highlight BPR community based programs for the benefit of Bloomington Hospital employees					
Objective 1: Bloomington Hospital policy is to provide an employee wellness program for their employees					
Tactics (Action Steps)	Lead	Team	Timeline	Complete	Notes
Promote and incentivized participation in BPRD programs	KD/JT	MS	O	Ongoing	BH staff will assign point values to BPRD programs.
Discounted Corporate Membership	MS		O	Ongoing	IU Health is Corporate Wellness Partner. 10% Discount to TLRC Memberships.
Contribute to HIP newsletters with pertinent TLRC information	MS/MP		O	Ongoing	Goal setting information and TLRC monthly promotions
Monthly HIP tip provided by Health/Wellness Coordinator	MS/KD		O	Ongoing	3 - tips provided at the start of each quarter for the upcoming months
Objective 2: Track HIP participation numbers					
Health Activity Tracker activity participations	KD		O	Ongoing	Quarterly
Track BH employees who purchase TLRC memberships	MS		S/O	Completed	Create report from RecTrac
Explore with IU Health Bloomington/BPRD the option of a TLRC being a "Flex Pass" option for employees	KD/JT	MS	O		

S=Short Term (2018)

M = Medium Term (2019)

L = Long Term (2020 and beyond)

O = Ongoing (annually)

Q = Quarterly

Key Staff:

KD - Karen Danielson

JT - John Turnbull

MS - Megan Schwartz

MP - Molly Packard

SPORTS MEDICINE Strategy: Assess opportunities where Rebound can provide education and training to COB youth coaches and parents of youth sports participants
Summary:

Objective 1: Plan educational sessions for youth coaches and parents.

Tactics (Action Steps)	Lead	Team	Timeline	Complete	Notes	
1. Review current coaches education and determine if supplemental education or restructuring of current education is needed	JT/SS	RSMC AT staff	S	In Progress	In Person Contact is desired: TLRC Youth Basketball may be first trial	
2. Determine topics that would be of value/interest to parents. Schedule parent meetings with youth coaches.	JT/SS	RSMC AT staff	S	In Progress	In Person Contact is desired: TLRC Youth Basketball may be first trial	
3. Review COB policies re: sports injury, safety management and make appropriate recommendations.	JT/SS	RSMC AT staff	S	In Progress	Management Team Meeting Guest Speaker - initiated 8/2010 (Lightening Safety); future topics TBD	

S=Short Term (2018)
M = Medium Term (2019)
L = Long Term (2020 and beyond)
O = Ongoing (annually)

Done = Green

In progress = blue

Ongoing = Gold

On Hold = Red

JT = John Turnbull
DS = Dave Schroeder
SS = Scott Schroeder

MARKETING**Strategy: Assess IUH and Parks & Recreation
Web-based and social media marketing**

Summary: Review websites and social media to identify opportunities for cross promotion

Objective: Enhance image of both organizations as health and wellness experts in the community

Tactics (Action Steps)	Lead	Timeline	Complete	Notes
Share health and wellness messaging, special event promotions on social media channels	IUH/JR	O		BPR uses Facebook and Instagram; make BPR social media team aware of best IUH channels to find relevant content. BPR share programs w/broad interests, e.g. Farmers' Market
Share health and wellness messaging and videos for websites	IUH/JR	O		BPR has ability to embed videos; can add IU Health special events and programs to online calendar of events
IUH provide BPR with content for closed circuit TVs at Twin Lakes Recreation Center, Frank Southern Ice Arena, Banneker Community Center	IUH/JR	O		IU Health provide new content for CCTVs. Images are 871 x 490 px

S=Short Term (2018)

M = Medium Term (2019)

L = Long Term (2020 and beyond)

O = Ongoing (annually)

Done = Green

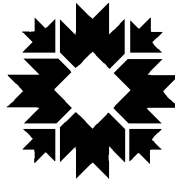
In progress = Blue

Ongoing = Gold

On Hold = Red



JR = Julie Ramey (BPR)



CITY OF BLOOMINGTON
parks and recreation

STAFF REPORT

Agenda Item: C-4
Date: 1/18/2018

Administrator
Review\Approval
PM

TO: Board of Park Commissioners
FROM: Julie Ramey
DATE: January 23, 2018
SUBJECT: Artist Contract – Bicentennial Arbor Day Poster

Recommendation


Staff is providing the template of the contract agreement between the artist who is selected to create the artwork for the Bicentennial Arbor Day poster and the Bloomington Parks and Recreation Department.

Background

The Bloomington Parks and Recreation Department's urban forestry program has issued a call for artist proposals for an Arbor Day poster to be released in April 2018 in celebration both of the City of Bloomington's 34th consecutive year of being named a Tree City USA and the City of Bloomington's Bicentennial. The poster will be a highly visible part of both the city's Bicentennial celebration, and recognize the city's commitment to a green and growing Tree City. The selected artist will receive a \$500 stipend in addition to a framed, commemorative print of the Arbor Day poster and recognition as the selected artist.

Proposals for the Arbor Day poster design are due January 31, and a review committee consisting of members of the Bloomington Bicentennial Committee and the Bloomington Tree Commission will select an artist from the submitted proposals by Feb. 16. Final poster artwork must be completed and submitted by March 1. In order for the selected artist to have ample time to complete the submit the final, approved poster design, the Department wishes to have the artist sign the Artist Contract, which will be brought before the Board for signatures at the regularly scheduled February Board of Park Commissioners meeting. The City's Legal Department has reviewed and commented on the Artist Contract, and suggested this course of action.

RESPECTFULLY SUBMITTED,


Julie Ramey, Community Relations Manager

**AGREEMENT
BETWEEN
CITY OF BLOOMINGTON
PARKS AND RECREATION DEPARTMENT
AND**

Artist _____

**FOR
Bloomington Bicentennial Arbor Day Poster**

This Agreement, entered into on this ____ day of _____, 2018, by and between the City of Bloomington Department of Parks and Recreation (the "Department"), and _____ ("Artist"),

WITNESSETH:

WHEREAS, the Department wishes to celebrate the City of Bloomington's Bicentennial, its 34th consecutive year of being named a Tree City USA, and Arbor Day with a unique, commemorative poster; and

WHEREAS, the Department requires the services of an Artist in order to creatively develop, in reproducible two-dimensional medium, an 18" x 24" artwork suitable for reproduction as a print on paper. (the "Services" as further defined below); and

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

WHEREAS, Artist 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. Scope of Services

Artist shall provide the Services as specified in Exhibit A, "Scope of Work", attached hereto and incorporated into this Agreement.

Artist 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.

Artist shall complete the Services required under this Agreement on or before March 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 Artist's work, Artist agrees to maintain such coordination with the Department as may be requested and desirable, including primary coordination with Julie

Ramey, Community Relations Manager, as the Department's Project Manager. Artist agrees that any information or documents, including digital GIS information, supplied by the Department pursuant to Article 3, below, shall be used by Artist for this project only, and shall not be reused or reassigned for any other purpose without the written permission of the Department.[1]

Article 2. Standard of Care

Artist 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 Artist's work in meeting the Standard of Care; however, the Department shall not unreasonably withhold its approval as to the adequacy of Artist's performance. Upon notice to Artist and by mutual agreement between the parties, Artist 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 Artist 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 Artist for all fees and expenses in an amount not to exceed five hundred dollars (\$500).

Artist shall submit an invoice to the Department upon the completion of the Services described in Article 1. The invoice shall be sent to:

Julie Ramey
City of Bloomington
401 N. Morton, Suite 250
Bloomington, Indiana 47404

Invoices may be sent via first class mail postage prepaid or via email to rameyj@bloomington.in.gov.

Payment will be remitted to Artist 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

Artist shall perform the Services according to the schedule set forth in Exhibit B, Project Schedule, attached hereto and incorporated herein by reference. The time limits established by this schedule shall not be exceeded, except for reasonable cause as mutually agreed by the parties.

Article 7. Termination

In the event of a party's substantial failure to perform in accordance with the terms of this Agreement, the other party shall have the right to terminate the Agreement upon written notice. The nonperforming party shall have fourteen (14) calendar days from the receipt of the termination notice to cure or to submit a plan for cure acceptable to the other party.

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

Article 8. Identity of the Artist

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

Article 9. Reuse of Instruments of Service

All documents, including but not limited to, drawings, specifications and computer software prepared by Artist 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 Artist will be at the Department's sole risk and without liability or legal exposure to Artist. The Department shall indemnify, defend, and hold harmless the Artist

against all judgments, losses, claims, damages, injuries and expenses arising out of or resulting from such unauthorized reuse or modification.

Article 10. Artists' Rights:

- a. Copyright Ownership: Artist retains all rights under the Copyright Act of 1976, 17 U.S.C. § 101 *et seq.*, as the sole author of the Bloomington Bicentennial Arbor Day poster for the duration of the copyright.
- b. Reproduction Rights: In view of the intention that the artwork be unique, Artist shall not make any additional exact duplicate reproductions of the artwork, nor shall Artist grant permission to others to do so except with the written permission of the Department. However, nothing shall prevent Artist from creating future artwork in Artist's manner and style of artistic expression.

Artist grants the Department and its assigns an irrevocable license to make two-dimensional reproductions of the artwork as 500 limited edition poster prints for commercial purposes regarding the City of Bloomington's Bicentennial, Tree City USA, and Arbor Day celebrations and for non-commercial purposes, including but not limited to, reproductions used in brochures, media publicity, exhibition catalogues or similar publications, provided that these rights are exercised in a tasteful and professional manner.

All reproductions by the Department shall contain a credit to Artist in substantially the following form: [Artists' names, ©, Artwork title, date of publication].

The Department is not responsible for any third party infringement of Artist's copyright and is not responsible for protecting the intellectual property of Artist.

Article 11. Independent Contractor Status

During the entire term of this Agreement, Artist 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. Artist 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 12. Indemnification

Artist 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 Artist or its agents or employees, or any independent contractors directly responsible to it (collectively "Claims").

Article 13. Conflict of Interest

Artist 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. Artist 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 Artist 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 Department and Artist.

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

Artist 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, Artist 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, Artist 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 22. E-Verify

Artist 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). Artist shall sign an affidavit, attached as Exhibit C, affirming that Artist 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.

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

Artist shall require any subcontractors performing work under this contract to certify to the Artist 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. Artist 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:

Artist:

City of Bloomington		
Attn: Julie Ramey, Community Relations Manager		
401 N. Morton, Suite 250		

Bloomington, Indiana 47402		
----------------------------	--	--

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

Article 23. Intent to be Bound

The Department and Artist 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 24. Integration and Modification

This Agreement, including all Exhibits incorporated by reference, represents the entire and integrated agreement between the Department and the Artist. 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 25. Non-Collusion

Artist is required to certify that it has not, nor has any other member, representative, or agent of Artist, 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. Artist shall sign an affidavit, attached hereto as Exhibit D, affirming that Artist has not engaged in any collusive conduct. Exhibit D is attached hereto and incorporated by reference as though fully set forth.

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

CITY OF BLOOMINGTON

[NAME OF ARTIST]

Philippa M. Guthrie, Corporation Counsel

[Name of Signatory], [Title]

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:

The goal of the Bloomington Bicentennial Arbor Day poster is to promote Arbor Day (celebrated on the last Friday in April in Indiana), Bloomington’s Bicentennial, and Bloomington's status as Indiana's first Tree City USA.

Final poster art should be 18" x 24" (either vertical or horizontal), and durable enough and suitable for reproduction as a professionally rendered print on paper.

EXHIBIT B

“Project Schedule”

Proposal deadline is 5 p.m. Wednesday, January 31, 2018.

Artists will be notified about the selection by Friday, February 16, 2018.

Final poster artwork must be completed and submitted by March 1, 2018 to Julie Ramey, Bloomington Parks and Recreation Department. Final artwork submission should be suitable for, or able to be prepared for, digital reproduction.

TEMPLATE FOR REVIEW

STATE OF INDIANA)
)SS:
COUNTY OF _____)

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

- Signature

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 _____, 20____.

Notary Public's Signature

My Commission Expires: _____

County of Residence: _____

Printed Name of Notary Public

EXHIBIT D

STATE OF _____)
) SS:
COUNTY OF _____)

NON-COLLUSION AFFIDAVIT

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

OATH AND AFFIRMATION

I affirm under the penalties of perjury that the foregoing facts and information are true and correct to the best of my knowledge and belief.

Dated this _____ day of _____, 2018.

[Name of Artist]

By: _____

STATE OF _____)
) SS:
COUNTY OF _____)

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

Notary Public's Signature My Commission Expires: _____

Printed Name of Notary Public County of Residence: _____



STAFF REPORT

Agenda Item: C-5
Date: 1/18/2018

Administrator
Review\Approval
PM

TO: Administrator
FROM: Hsiung Marler, Sports Facility Manager
DATE: January 18 2018
SUBJECT: REVIEW/APPROVAL OF SOFTBALL SUPPLY ORDER

Recommendation

Staff recommends that the Board of Park Commissioners approve the purchase softballs through USA Softball of Indiana (formerly Indiana ASA) based upon the quoted quantities and prices below.

Quantities

50 dozen 11" Hot Dot 52/300 Synthetic Slowpitch Softballs
150 dozen 12" Hot Dot 52/300 Composite Slowpitch Softballs

*Please note we will not be purchasing Fastpitch softballs this year based upon existing inventory and program demand.

Quotes

*Please note normally we would be purchasing the 11" Hot Dot 52 52/300 Composite ball however we have been informed that the manufacturer, Worth, is not making the Composite ball this year, and instead we are recommending the Synthetic version of the 11" instead.

Please see three different quotes below.

<u>Qty (dz)</u>	<u>Cost (dz)</u>	<u>Subtotal</u>	<u>USA Softball of Indiana</u>
50	\$40.00	\$2,000.00	11" Hot Dot 52 52/300 Synthetic Yellow Slowpitch
150	\$45.00	\$6,750.00	12" Hot Dot 52 52/300 Composite Yellow Slowpitch
		<u>\$8,750.00</u>	Total

<u>Qty (dz)</u>	<u>Cost (dz)</u>	<u>Subtotal</u>	<u>Softball.com</u>
50	\$49.95	\$2,497.50	11" Hot Dot 52 52/300 Synthetic Yellow Slowpitch
150	\$49.95	\$7,492.50	12" Hot Dot 52 52/300 Composite Yellow Slowpitch
		\$9,990.00	Total

<u>Qty (dz)</u>	<u>Cost (dz)</u>	<u>Subtotal</u>	<u>Direct Sports</u>
50	\$48.96	\$2,448.00	11" Hot Dot 52 52/300 Synthetic Yellow Slowpitch
150	\$55.92	\$8,388.00	12" Hot Dot 52 52/300 Composite Yellow Slowpitch
		\$10,86.00	Total

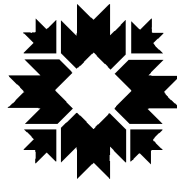
Background

This represents our annual order of softballs for use throughout our programs. For more than a decade, all adult slow pitch leagues run by the City of Bloomington have been USA Softball Sanctioned. In 2018 Bloomington Parks and Recreation will also host eight USA Softball sanctioned events for youth and adults, including the USA 10U-B/12U-A Girls Fastpitch Northern Nationals.

USA Softball of Indiana has a purchasing agreement with Worth/Rawlings Sports to provide softballs at a discount to any USA Softball of Indiana sanctioned agency. Purchasing softballs through the USA Softball of Indiana purchasing agreement with Worth/Rawlings will provide a substantial savings over purchasing through retailers.

RESPECTFULLY SUBMITTED,

Hsiung Marler, Sports Facility Manager



CITY OF BLOOMINGTON
parks and recreation

STAFF REPORT

Agenda Item: C-6
Date: 1/17/2018

Administrator
Review\Approval
PM

TO: Board of Park Commissioners
FROM: Crystal Ritter, Community Events Coordinator
DATE: 1/17/2018
SUBJECT: Contract with KingSnake Sound Company

Recommendation

Staff recommends the approval of the contract for sound engineering services and equipment rental from KingSnake Sound Company for Parks and Recreation events in the 2018 calendar year. Payment will be \$325.00 per event not to exceed \$1,625.00 for 2018.

Background

This contract is for sound engineering services, set-up and tear-down of sound equipment, and sound equipment rental for the City's Bicentennial Celebration event in April, the Summer Sampler event in Bryan Park in June, the Bloomington Symphony Orchestra concert in Waldron, Hill, & Buskirk Park, the Pumpkin Launch event in October, and the Holiday Market in November.

RESPECTFULLY SUBMITTED,

Crystal Ritter, Community Events Coordinator

AGREEMENT BETWEEN CITY OF BLOOMINGTON PARKS AND RECREATION DEPARTMENT AND KINGSLAKE SOUND COMPANY

This Agreement, entered into on this ____ day of _____, 2018, by and between the City of Bloomington Department of Parks and Recreation (the "Department"), and KingSnake Sound Company ("Consultant"),

Article 1. Scope of Services Consultant shall provide sound engineering services and equipment for community events hosted by Bloomington Parks and Recreation ("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 December 1st, 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 Crystal Ritter 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 Six Hundred Twenty Five Dollars (\$1,625.00). Consultant shall submit an invoice to the Department upon the completion of the Services described in Article 1. The invoice shall be sent to Crystal Ritter, 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 on the following dates ("Schedule"):

Sunday, April 29th - City's Bicentennial Celebration on Kirkwood Ave. between Indiana Ave. and Washington St.

Saturday, June 2nd - Summer Sampler event in Bryan Park, 1020 S Woodlawn Ave

Sunday, August 26th - Bloomington Symphony Orchestra Concert in Waldron, Hill and Buskirk Park, 331 S Washington St

Saturday, October 27th - Bloomington Pumpkin Launch at the Monroe County Fairgrounds, 5700 W Airport Rd

Saturday, November 24th - Holiday Market at Bloomington's City Hall, 401 N. Morton St.

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 \$1,000,000 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: Crystal Ritter, 401 N. Morton, Bloomington, IN 47402. **Consultant:** KingSnake Sound Company, 1729 Arlington Rd. 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

KINGSSNAKE SOUND COMPANY

Chris Ramsey, 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 hereby 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 _____, 2018.

Notary Public's Signature My Commission Expires: _____

Printed Name of Notary Public County of Residence: _____

EXHIBIT B

STATE OF _____)
) SS:
COUNTY OF _____)

NON-COLLUSION AFFIDAVIT

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

OATH AND AFFIRMATION

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

KINGSSNAKE SOUND COMPANY

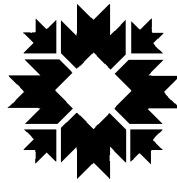
By: _____

STATE OF _____)
) SS:
COUNTY OF _____)

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

Notary Public's Signature My Commission Expires: _____

Printed Name of Notary Public County of Residence: _____



CITY OF BLOOMINGTON
parks and recreation

STAFF REPORT

Agenda Item: C-7
Date: 1/17/2018

Administrator
Review\Approval
PM

TO: Board of Park Commissioners
FROM: Crystal Ritter, Community Events Coordinator
DATE: 1/17/2018
SUBJECT: Review/Approval of the 2018 A Fair of the Arts Exhibitor Agreement & Exhibitor Information

Recommendation

Staff recommends the approval of the A Fair of the Arts Exhibitor Agreement and Exhibitor Information for the 2018 A Fair of the Arts season. This is an agreement between the participating artist vendors and the City of Bloomington Parks and Recreation detailing the expectations and policies for both parties.

Background

A Fair of the Arts is an arts and fine crafts fair that is held the second Saturday of every month May through October in conjunction with the Bloomington Community Farmers Market. A Fair of the Arts was established in 1998 and moved to current location in 2000. There are no significant changes to this year's contract. Dates and staff names were updated for 2018.

RESPECTFULLY SUBMITTED,

Crystal Ritter, Community Events Coordinator

A FAIR OF THE ARTS 2018 EXHIBITOR AGREEMENT

In consideration of the privilege to participate in A Fair of the Arts (“Fair”) for 2018, the City of Bloomington (“City”), and the undersigned exhibitor(s) (“Exhibitor”), agree to the following, and to the accompanying Fair Information, which is attached to and incorporated into this Agreement by reference as Appendix A.

1. ADMINISTRATION

The Fair is administered by the Parks and Recreation Department of the City following this Agreement. The City sets fees and determines Fair policies. The Fair On-Site Supervisor oversees the Fair and has authority to assign exhibiting space, settle disputes, and disqualify exhibitors for violations of regulations.

2. ELIGIBILITY OF EXHIBITORS

“Exhibitor” is a person whose works of art or whose crafts have been accepted by the Fair Jury for exhibition and sale at the Fair pursuant to this Agreement, or the immediate family of such person, as defined in this Agreement, and who has signed this Agreement.

“Immediate family” is defined in this Agreement to be a parent, child, spouse, or domestic partner of a person whose works of art or crafts have been accepted by the Fair Jury for exhibition and sale at the Fair pursuant to this Agreement.

Only individuals who are named as Exhibitors in this Agreement may exhibit and sell at the Fair. An Exhibitor may exhibit and sell only works which the Exhibitor or the Exhibitor’s immediate family has produced in accordance with the guidelines set forth in this Agreement.

The Exhibitor agrees to abide by all applicable federal, state, and local laws and ordinances, and agrees that any violation by the Exhibitor of such a law or ordinance may be deemed by the City to be a material breach of this Agreement.

3. WORKS PERMITTED FOR EXHIBITION AND SALE

All works must be approved by the Fair Jury prior to exhibition and sale. All works must be original and made by the Exhibitor. Significant alteration of commercial components in any work is required. Works must be safe, be a durable good, and exhibit quality of craftsmanship. In works made from or including dried flowers, the flowers must be grown by the Exhibitor.

Unacceptable work includes: work made from kits, work made from molds not made by the Exhibitor, work made by someone other than the Exhibitor (including commercially made products, imports, and products bought for resale).

The City reserves the right to verify that works exhibited meet the above criteria. The Exhibitor must display legible price markers for works offered for sale.

4. REGISTRATION TO EXHIBIT AND SELL

The Exhibitor must have signed this Agreement or be named in this Agreement or have authorized another person to sign on his behalf and have paid all applicable fees before exhibiting or selling any works. Agreements must be signed and returned to the Parks and Recreation office at 401 North Morton Street, Suite 250 (mailing address: P.O. Box 848, Bloomington, Indiana 47402) by the deadlines set forth in the Fair Information, Appendix A.

5. CANCELLATION AND NO SHOWS

Any Exhibitor who cancels must notify the City **in writing**. Cancellations received **in writing** at least thirty (30) days prior to the Fair will receive a refund, less a \$15.00 administrative fee. Cancellations received with less than thirty (30) days prior to the Fair will not receive a refund. An Exhibitor's absence without prior notification will be taken into consideration when determining entrance into future fairs. There is no indoor rain location. Each Exhibitor is responsible for providing his/her own protection from the elements for work, and display of materials. There will be no refund of fees because of undesirable weather.

6. GIFT CERTIFICATE PROGRAM

Exhibitors are encouraged to participate in the Farmers' Market Gift Certificate Program/Food Stamp Initiative (GCP) organized by the City. Information on the GCP is included in the Fair Information, Appendix A.

If the Exhibitor chooses to participate in the GCP, the Exhibitor agrees to attend training or read the Fair Information and abide by the rules established in the Fair Information.

The Exhibitor understands he is responsible for Gift Certificates from the time the Exhibitor receives them for payment until the time they are turned in for redemption.

7. APPROVED WAITLIST EXHIBITORS

Exhibitors whose applications are submitted by the original due date and are selected to participate in at least one Fair will be considered "APPROVED WAITLIST EXHIBITORS." On Fair dates which Approved Waitlist Exhibitors are not scheduled to participate, Approved Waitlist Exhibitors will be accepted on a first come, first serve basis in the event that a confirmed Exhibitor is not at the Fair by 7:00 a.m.

Approved Waitlist Exhibitors must check in with the Fair On-Site Supervisor immediately upon arriving at the Fair and then wait for further instruction. Approved Waitlist Exhibitors may arrive anytime between 6:45 a.m. and 7:45 a.m., and are not guaranteed a spot at the Fair. If a spot should become available, payment of the Fifty-five Dollars (\$55.00) booth space rental fee is due immediately, before the Exhibitor will be allowed to set up display.

8. EQUIPMENT AND SUPPLIES

Each Exhibitor must supply the Exhibitor's own tables and other display equipment. Exhibitors are required to provide a tent and four (4) proper tent weights. Tents are supplied by the Exhibitor, who is solely responsible for damages or personal injury resulting from the use thereof.

9. PROPERTY MAINTENANCE AND UTILIZATION

Fair hours are 8:00 a.m. until 1:00 p.m. (9:00 a.m. until 1:00 p.m. in October) **The Exhibitor must have display set-up completed and be ready to sell by 7:30 a.m. or attendance points will not be counted and rights to guaranteed booth space will be forfeited. The Exhibitor may not begin to tear down his/her display until 1:00 p.m.** The Exhibitor must vacate the premises by 3:00 p.m. and remove all personal items and equipment. Exhibitors must clean litter and debris before leaving or be subject to a garbage removal fee of One Hundred Dollars (\$100.00).

10. CITY'S REMEDIES FOR BREACH

Violation of any material provision of this Agreement is a material breach and default by the Exhibitor. Upon notice by the City to the Exhibitor of the occurrence of a breach or default during Fair hours, and the Exhibitor's failure to correct the breach within a reasonable time, the Exhibitor agrees to remove personal equipment, clean the area, and vacate the Fair premises. Failure to vacate may subject the Exhibitor to civil and criminal remedies including, but not limited to, remedies for civil and criminal trespass. Upon occurrence of a material breach of this Agreement, the City reserves the right to declare this Agreement terminated, by so stating in a written notice to the Exhibitor, and to retain, as liquidated damages and not as a penalty, any fees prepaid by the Exhibitor. The City may also, in its sole discretion, determine that it will not contract with some or all of the individuals listed as Exhibitors in this Agreement to sell at the Fair in future seasons.

11. COVENANT NOT TO SUE

The Exhibitor will not institute any action or suit at law or in equity against the City or the City's agents or employees as a result of operations under this Agreement. The Exhibitor will not aid in the institution or prosecution of any claim for damages, costs, loss of services, expenses, or compensation for or on account of any damages, loss or injury to person or property as a result of operation under this Agreement.

12. INDEMNIFICATION

The Exhibitor hereby agrees to indemnify, hold harmless, release, waive, and forever discharge the City of Bloomington, Indiana, its employees, agents, and officers, and the members of the Fair Steering Committee and Fair Jury, for all bodily and personal injuries, including injuries resulting in death, and property damage, claims actions, damages, liabilities, and expenses, including reasonable attorney fees and court costs, which may occur as a result of the Exhibitor's

participation in the Fair, whether or not sounding in tort or contract, and whether or not caused by a negligent act or omission of the City of Bloomington, its employees, agents, or officers, or the Fair Steering Committee or the Fair Jury.

***PLEASE SAVE THIS COPY FOR YOUR RECORDS**

EXHIBITOR COPY

SIGNATURES

Exhibitor Information

Print full name of each Exhibitor (Primary Exhibitor)

(Additional Exhibitors)

Print mailing address(es)

Exhibitors' phone number(s)

This Agreement is effective when both the Exhibitor and the Administrator of the Bloomington Parks & Recreation Department have signed and dated it.

Primary Exhibitor's Signature Date
Market Registrant

Additional Exhibitor's Signature Date
Market Registrant

Additional Exhibitor's Signature Date

Additional Exhibitor's Signature Date

Paula McDevitt, Director, Parks & Recreation Department

Date

Philippa M. Guthrie, Corporation Counsel

Date

The above-signed Primary Exhibitor gives the City permission to release my name, address and phone number to customers interested in contacting you for information and/or special orders?

Yes _____ No _____

Initial one: Exhibitor chooses to participate in the Gift Certificate Program _____

Exhibitor chooses NOT to participate in the Gift Certificate Program _____

**(SEND THIS PAGE OF THE AGREEMENT BACK TO CRYSTAL RITTER ALONG WITH PAYMENT. BOOTH SPACE WILL NOT BE SECURED UNTIL THE SIGNED AGREEMENT AND FULL PAYMENT HAVE BEEN RECEIVED.)*

SIGNATURES

Exhibitor Information

Print full name of each Exhibitor (Primary Exhibitor)

(Additional Exhibitors)

Print mailing address(es)

Exhibitors' phone number(s)

This Agreement is effective when both the Exhibitor and the Administrator of the Bloomington Parks & Recreation Department have signed and dated it.

_____ Primary Exhibitor's Signature Market Registrant	_____ Date	_____ Additional Exhibitor's Signature Market Registrant	_____ Date
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_____ Additional Exhibitor's Signature	_____ Date	_____ Additional Exhibitor's Signature	_____ Date
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Paula McDevitt, Director, Parks & Recreation Department

Date

Philippa M. Guthrie, Corporation Counsel

Date

The above-signed Primary Exhibitor gives the City permission to release my name, address and phone number to customers interested in contacting you for information and/or special orders?

Yes _____ No _____

Initial one: Exhibitor chooses to participate in the Gift Certificate Program _____
 Exhibitor chooses NOT to participate in the Gift Certificate Program _____

A FAIR OF THE ARTS 2018 EXHIBITOR INFORMATION

Appendix A

FAIR DATES AND HOURS

A Fair of the Arts takes place on the second Saturdays of the season: May 12, June 9, July 14, August 11, and September 8 from 8 am until 1 pm and October 13 from 9 am until 1 pm.

FAIR SITE

A Fair of the Arts takes place on Showers Civic Plaza at 401 North Morton Street, (adjacent to the Showers Building, between Eighth and Ninth Streets).

CONTRACT

All Exhibitors selling at A Fair of the Arts are required to sign the 2018 A Fair of the Arts Exhibitor Agreement in advance of selling at the Fair. Spaces will not be secured until payment and contracts have been received. The information on the contract is public record.

SELECTION OF ARTIST FOR A FAIR

The following criteria will be used to select artists for A Fair.

1. **Product Guidelines** - Work meets guidelines established in contract (see contract section 3 "Works Permitted for Exhibition and Sale"). All works must be created by the exhibitor.
2. **Style of Work** - Applications will be divided into 10 categories (clay, drawing/painting/photography, fiber arts, glass, jewelry, metalwork/woodwork, natural materials, recycled arts, surface decoration, and personal care). Artists must choose ONE category that best represents the majority of product created and sold. A minimum of 80% of the product the artist sells must be within that category.
3. **Quality of Work** - Works will be juried based on application materials submitted.
4. **Price Range** – Consideration is given to artist who include reasonably priced pieces.
5. **Variety of Artists** - Consideration will be given to including a variety of qualified artists and styles of work.

UNLOADING, LOADING, AND PARKING

Exhibitors may idle their vehicles along the west side of Morton Street facing south beginning at 6:00 am to unload (7:00 am in October). After unloading, please move vehicle to the IU EMP permit lot off Morton, which can be entered from the 9th Street and Morton alley. Exhibitors may once again idle their vehicles in the same way beginning at 1 pm.

Artists must check-in by 7:00 am (8:00 am in October) unless written arrangements have been made and confirmed by the event coordinator before 4pm on the Friday before the event. Reserved spaces can be given to a waitlist artist after that time. If you are running late, contact the cell phone of the event organizer BEFORE 7:00 AM. The number to call will be provided by email several days before each show.

All exhibits must be set-up by 7:30 am and Exhibitors may not begin to tear displays down until 1 pm. Exhibitors must vacate the premises by 3:00 pm.

A landscaping cart is available for use during loading and unloading.

ASSIGNMENTS AND LIMITS OF SPACE

Each Exhibitor is limited to one reserved space unless otherwise assigned. Each space is 10' x 10' in size.

WAIT LIST

All artists on the approved wait list may arrive on the morning of A Fair of the Arts to fill an available space. A \$55 booth fee will be collected during the day. The spots will be assigned by the On-Site Supervisor on a first come, first served basis starting at 7:00 am (8:00 am in October).

GIFT CERTIFICATES

Exhibitors are encouraged to participate in the Gift Certificate Program (GCP) offered by Parks. Customers can purchase Market Gift Certificates, vouchers which are valued at \$5 or \$20 each, good towards the purchase of products at both the Market and A Fair of the Arts. Customers can purchase Gift Certificates with cash or check during Market hours at the Parks and Recreation information table or in the Parks and Recreation main office in City Hall, Monday - Friday from 8 am - 5 pm with cash, check or credit card. Gift Certificates are good for one year from date of issue. *Exhibitors may give change for Gift Certificate purchases.*

DO NOT ACCEPT THE BLUE "MARKET BUCKS" FOR ART WORK. THEY ARE FOR ELIGIBLE FOOD ITEMS ONLY.

GCP Participation

In order to participate Exhibitors must: 1) Indicate on Exhibitor Contract intention to participate on your 2018 A Fair of the Arts Exhibitor Agreement. 2) Attend a training or read and understand the Gift Certificate information in this Information sheet. Trainings are available on an individual bases at A Fair of the Arts or by appointment. 3) All vendors who wish to participate in GCP must complete the City's W-9 and Electronic Funds Transfer (EFT) approval form. This form will be emailed to all accepted Exhibitors. If you prefer to receive one by mail, please contact the fair administrator.

Redeeming Gift Certificates for Payment

Once W-9 and EFT forms have been processed, vendor will receive a Vendor Card. Present this card along with Gift Certificate at the time of redemption. You may redeem these vouchers on Saturdays in the atrium from 8 am – 12:30 pm (9 am -12:30 pm in October.) At the Holiday Market, redemptions may be turned in at the Market Information Table from 10 am – 3 pm. All Gift Certificates should be submitted at Market no later than the Holiday Market (November 24, 2018).

Payment Disbursement

The City of Bloomington processes the redemption forms every two weeks. Vendors will receive an EFT for the value for the redemption within four to six weeks. Vendors with email will receive an email notifying them that the funds will be available through an electronic transfer directly to their bank account on a specified date.

FEES

Each Exhibitor pays a fee of \$55 per Saturday. Fees cover direct costs of the Fairs.

RECEIPTS AND COMMISSIONS

Exhibitors should issue receipts when customers request them. Commissions on sales are not collected.

TAXES

Exhibitors are responsible for collecting required taxes and for keeping appropriate records. Indiana Department of Revenue Registered Retail Merchants Certificate applications are available by calling (317) 233-4015.

DEMONSTRATIONS

Exhibitors are encouraged to provide demonstrations of their art or craft with prior approval. An area will be made available for such demonstrations if necessary.

BOOTH SITTERS

Booth sitters are available to enable Exhibitors to take restroom and food breaks.

HAWKING

Vociferous hawking and selling outside of booth space is not allowed.

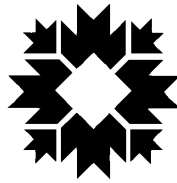
ELECTRONIC MUSIC

Audible music from radios, tape players, or CD players is strictly prohibited.

FAIR STAFF

There will be an on-site supervisor. Questions or comments during the business week will be welcomed by the fair administrator:

Crystal Ritter
City of Bloomington Parks and Recreation Department
401 North Morton Street, Suite 250
(812) 349-3725
ritterc@bloomington.in.gov



CITY OF BLOOMINGTON
parks and recreation

STAFF REPORT

Agenda Item: C-8
Date: 1/17/2018

Administrator
Review\Approval:
PM

TO: Board of Park Commissioners
FROM: Crystal Ritter, Community Events Coordinator
DATE: 1/17/2018
SUBJECT: Review/Approval of the 2018 Performing Arts Series Performance Artist Agreement

Recommendation

Staff recommends the approval of the Performing Arts Series Performance Artist Agreement. This agreement outlines the policies and expectations for the performing artists as well as the Parks and Recreation Department.

Background

Every year for the past 37 years, the Bloomington Parks and Recreation Department has brought free concerts to our community parks through the Performing Arts Series and, for the last 13 years, through the People's Park Concert Series as well. This agreement is used for the performers for the Performing Arts Series, the Peoples Park Concert Series, Nature Sounds concerts, and for special events. There are no significant changes to this year's agreement. Dates and staff names were updated for 2018.

RESPECTFULLY SUBMITTED,

Crystal Ritter, Community Events Coordinator

2018 PERFORMING ARTS SERIES
ARTIST ENGAGEMENT AGREEMENT

This Agreement, entered into this _____ day of _____ 2018, by and between _____, (“Artist”) and the City of Bloomington Parks and Recreation Department (“City”) WITNESSETH:

WHEREAS, the City operates an Outdoor Performance Series in various locations in Bloomington; and

WHEREAS, the Artist wishes to perform in the City’s series.

NOW, THEREFORE, the City hereby engages the Artist to perform (“Performance”), and the Artist hereby agrees to perform in the Outdoor Performance Series upon the terms and conditions contained in this Agreement, as follows:

1. Payment: Weather-Related Cancellation. The City agrees to pay to the Artist an honorarium in the amount of \$____.00 Dollars for the Performance. The Artist agrees to provide The City with appropriate information to enroll the Artist in the City’s payment system as well as provide an invoice to the City for the contract amount. Payment should be made to _____.

If the Performance is terminated early due to weather conditions, the Artist will receive full payment if more than one-half of the show has been performed. If the Performance is terminated early due to weather prior to one-half of the show being completed, or prior to commencement of the show, then the Artist and the City agree to reschedule the Performance at a mutually agreeable time, and the Artist will not receive any payment for performing on the date of the canceled show.

2. Time and Place of Performance. The Artist agrees to the following:

Performance Day:

Performance Date:

Performance Location:

Arrival Time:

Rehearsal Time:

Performance Time:

Length of Performance:

Artist Reports To:

3. Members of Artist: Authority. “Artist,” as used in this Agreement, includes each person who performs under this Agreement. The person signing this Agreement on behalf of the Artist, hereby represents that he or she has full authority to bind the Artist to the terms of this Agreement and that the City is entitled to rely upon the representations and authority made by the person signing this Agreement on behalf of the Artist.

The names, addresses and phone numbers of persons intending to perform under this Agreement, including any opening or guest performers, are:

The Artist shall inform the City's representative at the time of the Performance of any changes to the list of performers.

4. Independent Contractor; Control of Performance. During the term of this Agreement the Artist shall be an independent contractor, and not an employee of City. City shall not withhold any federal or state income taxes, social security or any other federal or state payments. The Artist shall have exclusive control over the means, method and details of fulfilling the Artist's obligation under this Agreement, except for performance time, date and minimum and maximum length of the Performance.
5. Indemnification. The Artist shall defend, indemnify and hold harmless the City, the City of Bloomington Board of Park Commissioners, and their employees, agents and officers from any and all claims, damages, costs, attorney fees, and other liability arising out of this Agreement, even if arising from the negligence of releasees, or caused by the reckless, negligent or intentional actions or omissions of the Artist during the performance of, and in connection with, this Agreement, including any claim for infringement of copyright, patent right or other property right.
6. General. Bloomington Municipal Code sections 6.12.030 and 14.36.090, respectively, prohibit smoking in public places and the consumption of alcoholic beverages on City of Bloomington property.
The possession of alcoholic beverages, drugs and other illegal controlled substances, fireworks, air rifles, paintball guns, bow and arrows, cross bows, swords, and pellet guns is strictly 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.
7. Governing Law. This Agreement shall be construed in accordance with the laws of the State of Indiana, and by all applicable municipal ordinances or codes of the City and of Monroe County. Suit, if any, shall be brought in Monroe County, Indiana.
8. State Immigration Law Requirements. Ind. Code 22-5-1.7-11(a) requires the City to obtain the following from business entities who have employees before it enters into a contract for services with those entities:
 - documentation that the business entity has enrolled in and participates in the E-verify program, unless the E-verify program no longer exists; and
 - an affidavit, provided in Appendix A, affirming that the business entity does not currently knowingly employ an immigrant who is not authorized to work in the U.S.

9. Copyright. In performing under this Agreement, the Artist shall not infringe upon the copyright, patent right or other property right of anyone else.
10. Sale of Merchandise. At and immediately following the Performance, the Artist may sell merchandise related to or promoting the Artist, such as CDs, records, and T-shirts, on the condition that ten percent (10%) of the gross sales proceeds from the Performance is paid to the City. Payment is due within thirty (30) days of the Performance date. The Artist shall be responsible for collection and payment of all sales tax and other taxes due upon the proceeds. The Artist shall keep accurate records of all sales proceeds, and shall provide copies of its sales records for the Performance to the City upon request. The City reserves the right to disapprove particular items of merchandise that it determines are not sufficiently related to the Artist.

Contact -- City:

Crystal Ritter
PO Box 848
Bloomington, IN 47402
ritterc@bloomington.in.gov
(812) 349-3725

Contact – Artist:

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first set forth above.

ARTIST:

By: _____

Date: _____

**CITY OF BLOOMINGTON
PARKS AND RECREATION DEPARTMENT**

By: _____

Paula McDevitt, Director

Date: _____

Philippa M. Guthrie, Corporation Counsel

Date: _____

APPENDIX A

[illegible]

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:
 - has contracted with or is seeking to contract with the City of Bloomington to provide services; OR
 - 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 State Code 1324a(h)(3).
4. The undersigned hereby states that, to the best of his/her knowledge and belief, the company named herein is enrolled in and participates in the E-Verify program.

Signature

Printed name

[illegible]

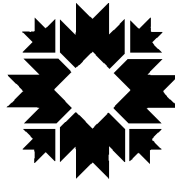
Before me, a Notary Public in and for said County and State, personally appeared _____ and acknowledged the execution of the foregoing this ____ day of ____, 2018.

Notary Public

Printed name

My Commission Expires:_____

Residing in _____ County



CITY OF BLOOMINGTON
parks and recreation

STAFF REPORT

Agenda Item: C-9
Date: 1/17/2018

Administrator
Review\Approval

TO: Board of Park Commissioners
FROM: Hannah Buddin, Community Events Specialist
DATE: 1/17/2018
SUBJECT: Contract for services with Arendal Character Company

Recommendation

Staff recommends approval of the contract for services with Arendal Character Company for the Children's Expo. In addition to the exhibitors that are at the expo, we also provide entertainment to the attendees. With the board's approval Arendal Character Company will provide two costumed characters for the event for a 'meet & greet' and photo-op.

Background

Arendal Character Company was first at the expo last year, and was a great addition to the event. All attendees were very excited to have them there, and their services were above expectations. We are excited to have them at our event with different characters this year, with the board's approval.

RESPECTFULLY SUBMITTED,

Hannah Buddin

Hannah Buddin, Community Events Specialist

**AGREEMENT
BETWEEN
CITY OF BLOOMINGTON
PARKS AND RECREATION DEPARTMENT
AND
ARENDAL CHARACTER COMPANY**

This Agreement, entered into on this ____ day of _____, 2018, by and between the City of Bloomington Department of Parks and Recreation (the "Department"), and Arendal Character Company ("Consultant"),

Article 1. Scope of Services Consultant shall provide two professional actors for a super hero and princess appearance for three hours for the Children's Expo ("Services"). The event is held at the Monroe Convention Center on Saturday, March 24, 2018. Consultant shall diligently provide the Services under this Agreement and shall complete the Services described in this Agreement in a timely manner consistent with the Standard of Care identified in Article 2. Consultant shall complete the Services required under this Agreement on or before March, 24th 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 Hannah Buddin 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 3. 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 Hundred Fifty Dollars (\$150). Consultant shall submit an invoice to the Department upon the completion of the Services described in Article 1. The invoice shall be sent to: Hannah Buddin, 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 on March 24th, 2018 from 1pm-4pm ("Schedule"). The time limits established by this schedule shall not be exceeded, except for reasonable cause as mutually agreed by the parties.

Article 7. Termination In the event of a party's substantial failure to perform in accordance with the terms of this Agreement, the other party shall have the right to terminate the Agreement upon written notice. The nonperforming party shall have fourteen (14) calendar days from the receipt of the termination notice to cure or to submit a plan for cure acceptable to the other party. Additionally, the Department may terminate or suspend performance of this Agreement at the Department's prerogative at any time upon written notice to 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 \$1,000,000 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: Hannah Buddin, 401 N. Morton, Bloomington, IN 47402. Consultant: Attn: Amanda Goen, Arendal Character Company.** 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

AREMDAL CHARACTER COMPANY

Amanda Goen, 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 hereby 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 _____, 2018.

Notary Public's Signature My Commission Expires: _____

Printed Name of Notary Public County of Residence: _____

EXHIBIT B

STATE OF _____)
) SS:
COUNTY OF _____)

NON-COLLUSION AFFIDAVIT

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

OATH AND AFFIRMATION

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

Arendal Character Company

By: _____

STATE OF _____)
) SS:
COUNTY OF _____)

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

Notary Public's Signature My Commission Expires: _____

Printed Name of Notary Public County of Residence: _____



CITY OF BLOOMINGTON
parks and recreation

STAFF REPORT

Agenda Item: C-10
Date: 1/17/2018

Administrator
Review\Approval
PM

TO: Board of Park Commissioners
FROM: Hannah Buddin, Community Events Specialist
DATE: 1/17/2018
SUBJECT: Contract for rental with the Monroe Convention Center for the 2018 Children's Expo

Recommendation

Staff recommends approval of the contract to rent the Monroe Convention Center for the Children's Expo. The Children's Expo is an expo for adults and their children to attend and learn about businesses, organizations, and camps that are in the Bloomington and surrounding areas. Exhibitors that attend range from summer camps, baby clothing stores, cupcake bakeries, doctor's and dentist's offices, and more. Also, we offer a Health Screening area at our event, where attendees can receive free health screenings ranging from hearing tests, to eyesight and oral check-ups.

Background

The convention center is the most suitable facility to accommodate the size and scope of this Expo. It has been held at the Monroe Convention Center for the past few years and has been very successful at this new location. Attendance has increased over the years due to various efforts including this location change.

RESPECTFULLY SUBMITTED,

Hannah Buddin

Hannah Buddin, Community Events Specialist

**AGREEMENT
BETWEEN
CITY OF BLOOMINGTON
PARKS AND RECREATION DEPARTMENT
AND
MONROE CONVENTION CENTER
FOR
CHILDREN'S EXPO 2018**

This Agreement, entered into on this ____ day of _____, 2018, by and between the City of Bloomington Department of Parks and Recreation (the "Department"), and Monroe Convention Center ("Consultant"),

WITNESSETH:

WHEREAS, the Department wishes to rent the facility, tables and chairs, skirting, tablecloths, and accompanying equipment to assemble tables and chairs and have food service provided (at no additional cost to the Department); and

WHEREAS, the Department requires the services of a professional consultant in order to provide, set up, and tear down of the tablecloths, skirting, tables, chairs, and food service area (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. Scope of Services

Consultant shall provide the Services as specified in Exhibit A, "Scope of Work", attached hereto and incorporated into this Agreement. Consultant shall diligently provide the Services under this Agreement and shall complete the Services described in this Agreement in a timely manner consistent with the Standard of Care identified in Article 2.

Consultant shall complete the Services required under this Agreement on or before March 24th, 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 Hannah Buddin 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 Three Thousand Dollars (\$3,000). 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:

Hannah Buddin
City of Bloomington Parks and Recreation
401 N. Morton, Suite 250
Bloomington, Indiana 47404

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

Article 5. Appropriation of Funds

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

Article 6. Schedule

Consultant shall perform the Services according to the schedule set forth in Exhibit B, Project Schedule, attached hereto and incorporated herein by reference. The time limits established by this schedule shall not be exceeded, except for reasonable cause as mutually agreed by the parties.

Article 7. Termination

In the event of a party's substantial failure to perform in accordance with the terms of this Agreement, the other party shall have the right to terminate the Agreement upon written notice. The nonperforming party shall have fourteen (14) calendar days from the receipt of the termination notice to cure or to submit a plan for cure acceptable to the other party.

The Department may terminate or suspend performance of this Agreement at the Department's prerogative at any time upon written notice to Consultant. Consultant shall terminate or suspend performance of the Services on a schedule acceptable to the Department and the Department shall pay the Consultant for all the Services performed up to the date that written notice is received, plus reasonable termination or suspension expenses. Upon restart, an equitable adjustment shall be made to Consultant's compensation and the schedule of services. Upon termination or suspension of this Agreement, all finished or unfinished reports, drawings, collections of data and other documents generated by Consultant in connection with this Agreement shall become the property of the Department, as set forth in Article 10 herein.

Article 8. Identity of the Consultant

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

Article 9. Opinions of Probable Cost

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

Article 10. Reuse of Instruments of Service

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

Article 11. Ownership of Documents and Intellectual Property

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

Article 12. Independent Contractor Status

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

Article 13. Indemnification

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

Article 14. Insurance

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

- a. General Liability Insurance, with a minimum combined single limit of \$1,000,000 for each occurrence and \$2,000,000 in the aggregate.
- b. Automobile Liability Insurance, with a minimum combined single limit of \$1,000,000 for each person and \$1,000,000 for each accident.
- c. Professional Liability Insurance ("Errors and Omissions Insurance") with a minimum limit of \$1,000,000 annual aggregate.
- d. Workers' Compensation Insurance in accordance with the statutory requirements of Title 22 of the Indiana Code.

All insurance policies shall be issued by an insurance company authorized to issue such insurance in the State of Indiana. The City of Bloomington, the Department, and the officers, employees and agents of each shall be named as insureds under the General Liability, Automobile, and Worker's Compensation policies, and such policies shall stipulate that the insurance will operate as primary insurance and that no other insurance of the City's will be called upon to contribute to a loss hereunder.

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

Article 15. Conflict of Interest

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

Article 16. Waiver

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

Article 17. Severability

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

Article 18. Assignment

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

Article 19. Third Party Rights

Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the Department and Consultant.

Article 20. Governing Law and Venue

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

Article 21. Non-Discrimination

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

Article 22. Compliance with Laws

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

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

Article 23. E-Verify

Consultant is required to enroll in and verify the work eligibility status of all newly-hired employees through the E-Verify program. (This is not required if the E-Verify program no longer exists). Consultant shall sign an affidavit, attached as Exhibit C, affirming that Consultant does not knowingly employ an unauthorized alien. “Unauthorized alien” is defined at 8 U.S. Code 1324a(h)(3) as a person who is not a U.S. citizen or U.S. national and is not lawfully admitted for permanent residence or authorized to work in the U.S. under 8 U.S. Code chapter 12 or by the U.S. Attorney General.

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

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

Article 24. Notices

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

Department:

Consultant:

City of Bloomington	Monroe Convention Center
Attn: Hannah Buddin	Attn: Talisha Coppock
401 N. Morton, Suite 250	302 South College Ave
Bloomington, Indiana 47402	Bloomington, Indiana 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 D, affirming that Consultant has not engaged in any collusive conduct. Exhibit D is attached hereto and incorporated by reference as though fully set forth.

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

CITY OF BLOOMINGTON

MONROE CONVENTION CENTER

Philippa M. Guthrie, Corporation Counsel

Talisha Coppock, Executive Director

CITY OF BLOOMINGTON PARKS AND RECREATION

Paula McDevitt, Director

Leslie J. Coyne, President, Board of Park Commissioners

EXHIBIT A

“Scope of Work”

The Services shall include the following:

- Provide, set up, and tear down of tables, chairs, skirting, and table cloths
- Provide, administer, and run a food service for event attendees and exhibitors

EXHIBIT B

“Project Schedule”

Set up will be Friday night and/or Saturday morning of the event (March 24th, 2018), and tear down will be immediately following on the time schedule of the consultant.

The rental starts on Saturday morning, March 24th at 8am.

STATE OF INDIANA)
)SS:
COUNTY OF _____)

STATE OF INDIANA)
)SS:
COUNTY OF _____)

EXHIBIT D

STATE OF _____)
) SS:
COUNTY OF _____)

NON-COLLUSION AFFIDAVIT

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

OATH AND AFFIRMATION

I affirm under the penalties of perjury that the foregoing facts and information are true and correct to the best of my knowledge and belief.

Dated this _____ day of _____, 2018.

[Monroe Convention Center]

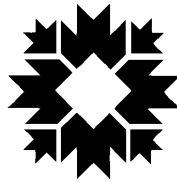
By: _____

STATE OF _____)
) SS:
COUNTY OF _____)

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

Notary Public's Signature My Commission Expires: _____

Printed Name of Notary Public County of Residence: _____



CITY OF BLOOMINGTON
parks and recreation

STAFF REPORT

Agenda Item: C-11
Date: 1/17/2018

Administrator
Review\Approval

TO: Board of Park Commissioners
FROM: Crystal Ritter, Community Events Coordinator
DATE: 1/17/2018
SUBJECT: Contract with Billy B Productions (William Brennan)

Recommendation

Staff recommends the approval of the contract for the performance of Billy B. Productions (William Brennan) at the Summer Sampler event on Saturday, June 2, 2018.

Background

This summer concert will be part of the 2018 Bicentennial Events and supported by the Bloomington Tree Commission. The entire evening will be a salute to trees with performances, a movie, tree plantings and tree supported activities. This contract differs from our standard Performing Arts Series Performance Artist Agreement, but having Billy B perform for this event will be a nice addition to our Summer Kick Off Event. We will have to provide him with a one night hotel room stay in Bloomington as part of his contract.

RESPECTFULLY SUBMITTED,

Crystal Ritter, Community Events Coordinator

**AGREEMENT
BETWEEN
CITY OF BLOOMINGTON
PARKS AND RECREATION DEPARTMENT
AND
BILLY B PRODUCTIONS**

This Agreement, entered into on this ____ day of _____, 2018, by and between the City of Bloomington Department of Parks and Recreation (the "Department"), and Billy B. (William Brennan), Billy B Productions ("Consultant"),

Article 1. Scope of Services Consultant shall provide a musical performance of 60 minutes on Saturday, June 2nd at approximately 7:15 pm ("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 Saturday, June 2nd, 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 Crystal Ritter 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 Two Thousand One Hundred Fifty Dollars (\$2,150.00). Consultant shall submit an invoice to the Department upon the completion of the Services described in Article 1. The invoice shall be sent to: Crystal Ritter, 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 On 6/2/2018 the Consultant shall perform the Services for Sixty (60) minutes starting at 7:15 pm at the Bryan Park Ballparks located at 1020 S Woodlawn Ave ("Schedule"). Arrival Time shall be at 4:00 PM and the Rehearsal Time shall be at 6:45 PM. 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 \$1,000,000 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: Crystal Ritter, 401 N. Morton, Bloomington, IN 47402.

Consultant: Billy B (William Brennan), Billy B Productions, 968 East 600 North, Gretnfield, IN 46140. 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

BILLY B PRODUCTIONS

William Brennan, 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 hereby 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 _____, 2018.

Notary Public's Signature My Commission Expires: _____

Printed Name of Notary Public County of Residence: _____

EXHIBIT B

STATE OF _____)
) SS:
COUNTY OF _____)

NON-COLLUSION AFFIDAVIT

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

OATH AND AFFIRMATION

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

William Brennan

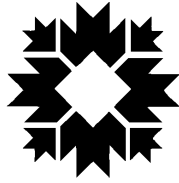
By: _____

STATE OF _____)
) SS:
COUNTY OF _____)

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

Notary Public's Signature My Commission Expires: _____

Printed Name of Notary Public County of Residence: _____



CITY OF BLOOMINGTON
parks and recreation

STAFF REPORT

Agenda Item C-12
Date: 01-18-18

Administrator
Review\Approval
PM

TO: Board of Park Commissioners
FROM: Dave Williams, Operations Director
DATE: January 23, 2018
SUBJECT: **REVIEW/APPROVAL OF CONSULTANT CONTRACT AGREEMENT
WALDRON, HILL, BUSKIRK PARK SITE IMPROVEMENTS
CRESTMONT PARK PLAYGROUND IMPROVEMENTS**

Recommendation

It is recommended the Board approve a consultant contract agreement with Cornerstone PDS in the amount of \$44,615 to design improvements and assist with construction observation for improvements to the lawn performance area at Waldron, Hill, Buskirk Park and a reconstruction and expansion of the playground at Crestmont Park. Both projects are funded by the Parks Bond.

Background

The lawn performance area in front of the stage at Waldron, Hill, Buskirk Park has degraded due to user impacts and poor drainage. The project would entail the elimination of the hillside stairways, accessible paths to the performance area, upgraded lighting, turf repair and drainage.

Crestmont Park was the recipient of CDBG funding for improvements to the park's playground located on Illinois Court. Those funds will be combined with Park Bond funds to expand the playground area to offer more events for children 5-12, provide shaded seating, and rubber playground surfacing.

Tentative plans for construction have not been determined for Waldron, Hill, Buskirk Park. The Crestmont Park playground project we hope to bid and begin construction in late 2018. Please see attached project location aerial maps.

RESPECTFULLY SUBMITTED,

Dave Williams, Operations Director



**AGREEMENT
BETWEEN
CITY OF BLOOMINGTON
PARKS AND RECREATION DEPARTMENT
AND
CORNERSTONE PDS
FOR
WALDRON, HILL, BUSKIRK PARK AND CRESTMONT PARK
DESIGN/CONSULTING SERVICES**

This Agreement, entered into on this ____ day of _____, 2018, by and between the City of Bloomington Department of Parks and Recreation (the “Department”), and Cornerstone PDS (“Consultant”),

WITNESSETH:

WHEREAS, the Department wishes to acquire site design and construction documents for improvements in both Crestmont and Waldron, Hill, Buskirk Parks; and

WHEREAS, the Department requires the services of a professional consultant in order to perform these design services (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. Scope of Services

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 May 31, 2019, 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 Dave Williams 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 Forty Four Thousand Six Hundred Fifteen Dollars and Zero Cents (\$44,615.00). Invoices may be sent via first class mail postage prepaid or via email. Payment will be remitted to Consultant within forty-five (45) days of receipt of invoice. Consultant shall submit an invoice to the Department upon the completion of the Services described in Article 1. The invoice shall be sent to:

Dave Williams
City of Bloomington
401 N. Morton, Suite 250
Bloomington, Indiana 47404

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

Article 5. Appropriation of Funds

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

Article 6. Schedule

Consultant shall perform the Services according to the schedule set forth in Exhibit B, Project Schedule, attached hereto and incorporated herein by reference. The time limits established by this schedule shall not be exceeded, except for reasonable cause as mutually agreed by the parties.

Article 7. Termination

In the event of a party's substantial failure to perform in accordance with the terms of this Agreement, the other party shall have the right to terminate the Agreement upon written notice. The nonperforming party shall have fourteen (14) calendar days from the receipt of the termination notice to cure or to submit a plan for cure acceptable to the other party.

The Department may terminate or suspend performance of this Agreement at the Department's prerogative at any time upon written notice to Consultant. Consultant shall terminate or suspend performance of the Services on a schedule acceptable to the Department and the Department shall pay the Consultant for all the Services performed up to the date that written notice is received, plus reasonable termination or suspension expenses. Upon restart, an equitable adjustment shall be made to Consultant's compensation and the schedule of services. Upon termination or suspension of this Agreement, all finished or unfinished reports, drawings, collections of data and other documents generated by Consultant in connection with this Agreement shall become the property of the Department, as set forth in Article 10 herein.

Article 8. Identity of the Consultant

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

Article 9. Opinions of Probable Cost

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

Article 10. Reuse of Instruments of Service

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

Article 11. Ownership of Documents and Intellectual Property

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

Article 12. Independent Contractor Status

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

Article 13. Indemnification

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

Article 14. Insurance

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

- a. General Liability Insurance, with a minimum combined single limit of \$1,000,000 for each occurrence and \$2,000,000 in the aggregate.
- b. Automobile Liability Insurance, with a minimum combined single limit of \$1,000,000 for each person and \$1,000,000 for each accident.
- c. Professional Liability Insurance ("Errors and Omissions Insurance") with a minimum limit of \$1,000,000 annual aggregate.
- d. Workers' Compensation Insurance in accordance with the statutory requirements of Title 22 of the Indiana Code.

All insurance policies shall be issued by an insurance company authorized to issue such insurance in the State of Indiana. The City of Bloomington, the Department, and the officers, employees and agents of each shall be named as insureds under the General Liability, Automobile, and Worker's Compensation policies, and such policies shall stipulate that the insurance will operate as primary insurance and that no other insurance of the City's will be called upon to contribute to a loss hereunder.

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

Article 15. Conflict of Interest

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

Article 16. Waiver

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

Article 17. Severability

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

Article 18. Assignment

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

Article 19. Third Party Rights

Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the Department and Consultant.

Article 20. Governing Law and Venue

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

Article 21. Non-Discrimination

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

Article 22. Compliance with Laws

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

Article 23. E-Verify

Consultant is required to enroll in and verify the work eligibility status of all newly-hired employees through the E-Verify program. (This is not required if the E-Verify program no longer exists). Consultant shall sign an affidavit, attached as Exhibit C, affirming that Consultant does not knowingly employ an unauthorized alien. "Unauthorized alien" is defined at 8 U.S. Code 1324a(h)(3) as a person who is not a U.S. citizen or U.S. national and is not lawfully admitted for permanent residence or authorized to work in the U.S. under 8 U.S. Code chapter 12 or by the U.S. Attorney General.

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

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

Article 24. Notices

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

Department:**Consultant:**

City of Bloomington	Cornerstone PDS
Attn: Dave Williams	Debra Schmucker
401 N. Morton, Suite 250	12175 Visionary Way #410
Bloomington, Indiana 47402	Fishers, IN 46038

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

Article 25. Intent to be Bound

The Department and Consultant each binds itself and its successors, executors, administrators, permitted assigns, legal representatives and, in the case of a partnership, its partners to the other party to this Agreement, and to the successors, executors, administrators, permitted assigns, legal representatives and partners of such other party in respect to all provisions of this Agreement.

Article 26. Integration and Modification

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

Article 27. Non-Collusion

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

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

CITY OF BLOOMINGTON**CORNERSTONE PDS**

Philippa M. Guthrie, Corporation Counsel

Debra L. Schmucker, President**CITY OF BLOOMINGTON PARKS AND RECREATION**

Paula McDevitt, Director

Leslie J. Coyne, President, Board of Park Commissioners

EXHIBIT A

“Scope of Work”

The Services shall include the following:

I. THIRD STREET PARK SITE IMPROVEMENTS

Project Assumptions and Understanding:

The site for the proposed renovation work is the lawn area directly south of the fountain south to the band pavilion. It is anticipated that this work shall include the removal of the existing concrete steps on the south side of the fountain on both sides; new accessible walks to the existing east and west sidewalk connections to the street; expansion of concrete paving area on top of berm for additional benches; drainage improvements to the lawn area in front of the band pavilion. Additional lighting shall also be included of four, 12' high aluminum poles with LED lights.

It is our understanding that Bloomington Public Works will allow a 10"-12" ADS drainage pipe and inlets to be connected to the west directly into an existing curb inlet/18" storm sewer running south in Washington Street without detention. This is critical given that the lawn is over a former pool which was demolished and buried under the lawn. Disturbing this area could create other unforeseen issues within the project area.

The project is funded through Bloomington Parks General Obligation Bond for approximately \$292,000. Please note:

- Irrigation design and installation is not included in this project.
- We shall utilize the provided topographic survey as a base for our proposed design.
- No soil borings or geotechnical studies are required at this time for the proposed site improvements.

Cornerstone's scope of work shall include the following:

A. DESIGN

1. Cornerstone shall coordinate with Owner to determine the technical requirements for the topographic survey to be provided under a separate contract for the project.
2. Cornerstone shall provide a preliminary site design for your review of the new improvements. After review, we shall update the proposed design and provide a revised plan for your review and approval before we begin construction documents.
3. Detailed site construction documents and technical specifications shall be prepared for proposed improvements including: geometric layout; grading and drainage; critical construction details; site lighting plan, technical specifications for the proposed site improvements including: concrete pavement, drainage, erosion control, seeding, landscape plant material, site furniture and site lighting.
4. Cornerstone shall assemble front end documents provided by the City for inclusion in the construction documents.

B. PERMITS/APPROVALS/SUBMITTALS

It is our understanding from the City that no permits will be required at this time. If a grading permit is required, the Owner will handle this permit. NDPES Rule 5 permit is not required since the disturbed project area is less than one acre.

C. CONSTRUCTION ADMINISTRATION

Services shall include the following:

1. Answer any related bidder questions during bidding process and prepare addenda
2. Lead a pre-bid meeting and prepare meeting minutes.
3. Review and evaluate bids.
4. Bid documents will be administered through City's electronic bid room.
5. Attending pre-construction meeting.
6. Answering requests for information.
7. Review of shop drawings.

8. Three (3) field observation visits during construction with notes.
9. Substantial completion punch list.

D. MILEAGE

Cornerstone has included mileage for identified meetings for the above scope of work in our fee.

E. THIRD STREET PARK SITE IMPROVEMENTS FEE SCHEDULE

We shall perform our site design services on a lump-sum basis with a fee as follows:

Electrical Lighting Design \$ 1,800.00

Final Design Plans and Construction Plans \$ 23,850.00

\$ 25,650.00

Any meetings or services beyond this scope of work shall be billed at an hourly rate of \$ 115.00 plus expenses and are in addition to the lump sum fee.

Additional Services which can be provided but are not included in this contract are as follows:

- Construction inspection services
- Construction site testing or laboratory testing
- Contractor as-built drawings
- Printing of construction documents and specifications

F. PROJECT SCHEDULE

It is anticipated that this project will be designed in Spring/Summer 2018 and bidding and construction schedule will be determined by Owner in coordination with scheduled activities within the park in 2018.

II. CRESTMONT NEIGHBORHOOD PARK PLAY AREA

PROJECT UNDERSTANDING:

The proposed project site is the existing Crestmont Neighborhood Park Playground area located at the intersection of Illinois Court and Illinois Street. The project is funded through Bloomington Parks General Obligation Bond \$182,000 and a federal Community Development Block Grant (CDBG) of \$110,000 for a total of \$292,000. The project shall consist of two separate project bids due to the funding sources and their respective requirements. One package shall consist of overall site development and play structure improvements. The second package for the CDBG funding shall consist of play area surfacing and shade sail structure. Projects shall be bid through the City of Bloomington Plan Room. All bidding services and bid preparation shall be handled by the Owner.

A. TOPOGRAPHIC SURVEY

Cornerstone shall coordinate with Bledsoe Riggert Cooper & James Surveying to provide a topographic survey for the development of construction plans.

B. DESIGN DEVELOPMENT AND FINAL DESIGN PLANS AND SPECIFICATIONS

1. We shall proceed with the development of a site plan for the playground that may include the following park components:

- Pedestrian circulation: sidewalk to encircle new play area and connect to east parking area.
- Site furniture – including benches and table/seat arrangements
- Shade sail structure (if room).
- Play equipment designed for ages 5-12:

- o Climbing net

- o Play structure

- o Rubberized surface under play structure

- o Existing swings to be painted and remain in existing location

Upon written approval of an approved site plan, Cornerstone shall commence with the development of construction documents.

Development of final construction plans shall consist of the following functions:

- Site Layout Design
- Grading and Drainage Design
- Final engineering construction plans will be prepared to provide construction and bidding documents for site construction in two separate bid packages.

1. Site demolition plans will be prepared for the new site improvements and will indicate existing site features to be removed and relocated.
2. Geometric plans shall be prepared to show horizontal control on the proposed site improvements.
3. Grading and drainage plans will be prepared for the new design improvements based on information provided in the topographic survey.
4. Details for critical design and construction areas will be prepared. Construction details for: concrete pavement, sidewalks, and site furnishings will be shown.

C. PERMITS/APPROVALS/SUBMITTALS

It is our understanding from the City that no permits will be required at this time. If a grading permit is required, the Owner will handle this permit. NDPES Rule 5 permit is not required due to project development area is less than one acre.

D. MEETINGS

Cornerstone shall attend five meetings which shall include the following:

1. Field Site visit to review existing conditions after topographic survey is completed.
2. Preliminary Plan Owner review meeting.
3. Owner review meeting at 95% completion of site drawings.
4. Two field visits during construction for review of proposed improvements or handling construction issues

E. BIDDING & CONSTRUCTION ADMINISTRATION

We shall provide limited services to assist the Owner in the following:

1. Answer bidding questions forwarded to Cornerstone by Owner during bidding period.
 2. Prepare addenda information from bidding questions to Owner for his use in bidding.
 3. Answer Request for Information during actual project construction.
- One project site visits to review construction progress and answer questions.
 - Final punch list site visit at end of project.

F. MILEAGE

Cornerstone has included mileage for five meetings as identified in the scope of work in our fee.

G. CRESTMONT PLAY AREA FEE SCHEDULE

We shall perform our site design services on a lump-sum basis with a fee as follows:

Topographic Survey \$ 1,500.00

Final Design Plans and Construction Plans \$ 17,465.00

\$ 18,965.00

Any meetings or services beyond this scope of work shall be billed at an hourly rate of \$ 115.00/hr and are in addition to the lump sum fee.

Additional Services which can be provided but are not included in this contract are as follows:

- ☐ Construction inspection services
- ☐ Construction site testing or laboratory testing
- ☐ Printing of any documents or drawings

H. PROJECT SCHEDULE

It is anticipated that this project will be design in Spring/Summer 2018 and commence construction in Fall 2018.

EXHIBIT B

“Project Schedule”

All services to be completed no later than May 31, 2019.

STATE OF INDIANA)
)SS:
COUNTY OF _____)

STATE OF INDIANA)
)SS:
COUNTY OF _____)

EXHIBIT D

STATE OF _____)
) SS:
COUNTY OF _____)

NON-COLLUSION AFFIDAVIT

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

OATH AND AFFIRMATION

I affirm under the penalties of perjury that the foregoing facts and information are true and correct to the best of my knowledge and belief.

Dated this _____ day of _____, 2018.

Cornerstone PDS

By: _____

STATE OF _____)
) SS:
COUNTY OF _____)

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

Notary Public's Signature My Commission Expires: _____

Printed Name of Notary Public County of Residence: _____



CITY OF BLOOMINGTON
parks and recreation

STAFF REPORT

Agenda Item: C-13
Date: 1/17/2018

Administrator
Review\Approval
PM

TO: Board of Park Commissioners
FROM: Elizabeth Tompkins, Natural Resources Coordinator
DATE: January 17, 2018
SUBJECT: **REVIEW/APPROVAL OF ENVIRONMENTAL RESOURCES ADVISORY COUNCIL APPOINTMENTS**

Recommendation

Staff recommends the approval of Environmental Resources Advisory Council appointments, Jeff Ehman, Bill Jones, Angie Shelton, and Denise Gardiner.

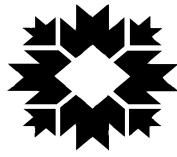
Background

The Environmental Resources Advisory Council (ERAC) acts as an advisory board for Bloomington Parks and Recreation in all policy matters pertaining to operations of city natural areas and/or facilities. ERAC is made up of nine (9) members and one (1) ex-officio member. There are currently three members on the advisory council who are up for reappointment and three vacant positions.

Three applications were received from returning members. Each of these applicants has provided valuable insight and recommendations in the department's environmental management efforts. One additional application was received from Denise Gardiner. Staff believes her experience with the Sassafras Audubon Society, participation in the Bloomington Citizens Academy, and interest in parks and the outdoors will provide a valuable perspective for the advisory council.

RESPECTFULLY SUBMITTED,

Elizabeth Tompkins, Natural Resources Coordinator



CITY OF BLOOMINGTON
parks and recreation

APPLICATION

ADVISORY COUNCILS

Date: ____26 December 2017_____

Council for which you are applying: **Environmental Resources Advisory Council**

Name: ____Jeffrey L. Ehman_____

Address: ____1300 S. Dunn St._____

Home phone: ____812-325-7937_____ Work/Cell phone: ____812-325-7937_____

E-mail:
____jlehman@indiana.edu_____

Are you a City resident? ____yes_____

If not, are you a county resident applying for a special member position? _____

Occupation: ____Consultant, Educator_____

Why are you interested in applying for this position?

I want to continue to serve as liaison from the Utilities Service Board. I want to continue to ensure that Parks and Recreation planning and management are environmentally and ecologically sound.

What are your qualifications for this position?

I considerable academic and field experience in forest ecology. I possess significant institutional knowledge of both the Utilities Service Board and ERAC.

Thank you for applying. Please return the completed form in person to the
Parks and Recreation Department,
401 N. Morton Street, Suite 250, Bloomington IN,

By mail to P.O. Box 848, Bloomington IN 47402,

Or by email to: tompkine@bloomington.in.gov



CITY OF BLOOMINGTON
parks and recreation

APPLICATION

ADVISORY COUNCILS

Date: 7 December 2017

Council for which you are applying: **Environmental Resources Advisory Council**

Name: William W. Jones

Address: 1305 E. Richland Drive

Home phone: 812-334-3485 Work/Cell phone: 317-308-0609

E-mail: joneswi@indiana.edu

Are you a City resident? no

If not, are you a county resident applying for a special member position? yes

Occupation: retired SPEA professor

Why are you interested in applying for this position?

- Long interest in the environmental quality of Bloomington

What are your qualifications for this position?

- 8-yr member of Environmental Commission (early 1980s)
 - spearheaded 1st & 2nd Tox-Away Days for household hazardous wastes and 1st used motor oil recycling in Bloomington
- Aquatic ecologist with 34 years at SPEA

Thank you for applying. Please return the completed form in person to the
Parks and Recreation Department,
401 N. Morton Street, Suite 250, Bloomington IN,

By mail to P.O. Box 848, Bloomington IN 47402,

Or by email to: tompkine@bloomington.in.gov



CITY OF BLOOMINGTON
parks and recreation

APPLICATION

ADVISORY COUNCILS

Date: 12-11-17

Council for which you are applying: **Environmental Resources Advisory Council**

Name: Angie Shelton

Address: 4218 E Scatoza Dr. 47408

Home phone: 812-360-7974 Work/Cell phone: _____

E-mail: ANGIESHLTN@GMAIL.COM

Are you a City resident? yes

If not, are you a county resident applying for a special member position? _____

Occupation: BHSN science teacher

Why are you interested in applying for this position?

Have served on council since 2008.

What are your qualifications for this position?

PhD Environmental Science. Research on
invasive species + deer in Bloomington.

Thank you for applying. Please return the completed form in person to the
Parks and Recreation Department,
401 N. Morton Street, Suite 250, Bloomington IN,

By mail to P.O. Box 848, Bloomington IN 47402.

Or by email to: tompkine@bloomington.in.gov



CITY OF BLOOMINGTON
parks and recreation

APPLICATION

ADVISORY COUNCILS

Date: Jan 12, 2018

Council for which you are applying: **Environmental Resources Advisory Council**

Name: Denise Gardiner

Address: 1203 S Weatherstone, Bloomington 47401

Home phone: 8123253324 Work/Cell phone: 8128558840

E-mail: dagardin@iu.edu

Are you a City resident? yes

Occupation: Dir of Finance, IU Office of Vice President International Affairs

Why are you interested in applying for this position?

Since completing the Bloomington Citizens Academy course about five years ago, I've been keeping an eye out for potential board service opportunities, as is encouraged in that training. I am a twenty-five year Bloomington resident and IU professional staff employee, and have been a frequent park user throughout that time. My primary activities include walking for exercise (Bryan Park, B-line), birdwatching (Griffy Lake, Leonard Springs), and playing golf (Cascades), but I generally love to be outdoors. I have communicated with a current ERAC appointee, Bill Jones, to understand what is involved and verify that the issues interest me and I would have something to contribute. Generally, I believe that conservation and environmental education efforts should be guided by evidence-based research, but also sensitive to the feelings of average community members, and anticipate that kind of reasonable approach would be of value to the Board of Park Commissioners. I would enjoy serving the City and the community in this way.

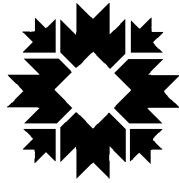
What are your qualifications for this position?

In addition to the Citizens Academy training, I will complete the Indiana Master Naturalist course hosted by Monroe Lake/Monroe County Parks and Rec over the next eight weeks (winter 2018 session). I am in my second three-year term serving on the board as Treasurer of Sassafras Audubon Society (SAS). Through SAS, I was invited to complete a training course last summer at the International Crane Foundation (ICF) in order to become a Whooping Crane volunteer ambassador for ICF's new Indiana outreach program. I've done regular volunteer work for the Interfaith Winter Shelter on a morning cleanup shift for the past three years. And I maintain some level of participation in the Democratic Women's Caucus and Sycamore Land Trust activities, although I am not deeply involved in those organizations. I was an elected precinct committee chair for many years (currently vice-chair) for the Democrats, Perry 32.

Thank you for applying. Please return the completed form in person to the
Parks and Recreation Department,
401 N. Morton Street, Suite 250, Bloomington IN,

By mail to P.O. Box 848, Bloomington IN 47402,

Or by email to: smithan@bloomington.in.gov



CITY OF BLOOMINGTON
parks and recreation

STAFF REPORT

Agenda Item: D-1
Date: 1/17/2018

Administrator
Review\Approval
PM

TO: Board of Park Commissioners
FROM: Steve Cotter, Natural Resources Manager
DATE: January 17, 2018
SUBJECT: **2017 DEER HERD REDUCTION REPORT**

Recommendation

This report is for the information of the Board.

Background

This report will detail the results of the deer cull completed by the wildlife management contractor White Buffalo Inc. in December of last year. An earlier deer cull effort that was scheduled to occur in 2014 was cancelled because a large acorn crop interfered with the success of baiting efforts.

Griffy Lake Nature Preserve is a 1,200 acre (1.9 square miles) park consisting of a 109 acre lake surrounded by forested ridges and ravines on the north side of Bloomington. The property is owned by the City of Bloomington and is managed by the Bloomington Parks and Recreation Department under separate agreements between the Board of Park Commissioners and the Utilities Services Board and the Indiana Department of Natural Resources Division of Nature Preserves.

Browse damage by deer in the Griffy Lake Nature Preserve was noted in the Griffy Lake Master Plan Update in 2008. In 2010 the Joint City of Bloomington-Monroe County Deer Task Force was formed in response to residents' concerns about deer in urban and suburban areas and at Griffy Lake Nature Preserve. The Task Force was charged with developing recommendations to mitigate issues of human-deer interaction, the ecological impact of deer and to engage in public education. The group submitted its report in December 2012. The task force summarized two years of meetings and research on the topic in their final report.

The executive summary of Common Ground: Toward Balance and Stewardship, the recommendations of the task force, stated:

"When it comes to deer at Griffy Woods, clear evidence points to ecosystem damage by deer-

native tree seedlings are not regenerating; herbaceous plant species are severely compromised and possibly going locally extinct; invasive species are taking over some areas; the forest understory is unnaturally open; and understory-reliant birds and other animals are losing habitat."

Deer exclosure studies in Griffy Lake Nature Preserve over a period of several years clearly indicated that there is a significant difference in all types of vegetation between the areas that were protected from deer browsing, and those that were not. Research by Dr. A. L. Shelton et. al. from the Indiana University Department of Biology, "Effects of abundant white-tailed deer on vegetation, animals, mycorrhizal fungi, and soils", (Forest Ecology and Management, February 19, 2014) indicated:

"We found strong effects of deer exclusion on all aspects of understory vegetation measured. The complete lack of native tree recruitment in control plots is particularly dramatic given that deer had been excluded from the plots for only two or three years in 13 of 15 plots. The only woody plant recruitment in the control plots was by invasive shrubs and unpalatable native shrubs."

For the Griffy Lake Nature Preserve the Deer Task Force recommended:

Sharpshooting for immediate, substantial and humane reduction.

After consulting with ecologists, researchers and biologists from both the State and federal government, the Task Force recommends that deer should be managed through a local government-financed sharpshooting effort. To restore the ecological integrity of Griffy, a substantial number of deer need to be culled soon to avoid irreversible ecological damage. Sharpshooting is the most efficient way to cull the greatest number of deer in the most humane way possible. All deer culled in this effort should be donated to the local food bank.

The Master Plan for the 250 acre Griffy Woods Nature Preserve, which covers the southwest quadrant of the Griffy Lake Nature Preserve, was approved by the City of Bloomington Parks and Recreation Department and the State of Indiana Natural Resources Commission. The Master Plan specifically states:

"... the Nature Preserve shall be managed to maintain and/or restore it to natural ecological conditions ... in the case of this Nature Preserve, the main purpose of the dedication is to preserve and restore natural forest communities and the associated rare native plants".

Goal

The goal of the sharpshooting effort was to remove enough deer from the Griffy Lake Nature Preserve to reduce the browse pressure on understory plant species and seedling trees to the point these species are able to recover, and to grow once again at Griffy Lake. The re-establishment and median heights of different indicator plant species (including violets, trilliums, baneberry, Jack-in-the-pulpit, and sweet cicely), as well as the abundance and height of native hardwood tree seedlings, have been, and will continue to be, used to determine the success of deer herd reduction efforts.

Results

The 2017 deer cull took place over 10 nights between December 15th and 28th (no sharpshooting occurred between 12-24 and 12-26.) The cull resulted in the removal of 62 deer from the Griffy Lake Nature Preserve. 43 females and 19 males were harvested over 9 days. The deer were

processed by KW Deer Processing with financial assistance from Farmers and Hunters Feeding the Hungry. 1682 pounds of venison will be donated to the Hoosier Hills Food Bank.

Costs

The cost of the 2017 deer cull included:

White Buffalo Inc.	\$35,000
Bruce Wilds Security	\$ 4,650
KW Deep Processing (50%)	\$ 2,480.
Rental Vehicle	\$ 685.64
Corn	\$ 472.14
<u>Park Signage</u>	<u>\$ 210.</u>

Total \$43,497.78

Long-Term Deer Management Plan

The recovery of the ecosystem within Griffy Lake Nature Preserve will require that deer browse pressure remain low enough for the plant community to recover. All of the animal species at Griffy rely on plants for their survival. Deer have reduced the number, size and reproductive success of most species of plants in the preserve, which has a negative effect on the mammals, birds, reptiles, amphibians, insects and other life forms in the preserve. Deer browse pressure must be kept low, especially during the recovery period, if the populations of these species are to thrive within the Griffy Lake Nature Preserve.

Deer numbers appear to be higher south of Griffy Lake than they are to the north. 40 deer were harvested south of the lake compared to 22 harvested north of the lake despite an equal amount of hours spent on both areas. Two likely reasons for this disparity are that hunting is occurring on private property immediately north of the Griffy Lake Nature Preserve which may decrease the number of deer browsing inside the north boundary of the preserve. The other reason may be the high quality deer habitat provided by the Indiana University Golf Course to the south of the preserve. The long-term success of deer management in this area may require deer herd management on Indiana University property.

The Department is exploring options to maintain the deer population at a sustainable level within the Griffy Lake Nature Preserve and other parks. Optimal deer density in this part of the country is thought to be around 15 deer per square mile, however it may be necessary to keep the population lower than that for a period of time to allow plant species to recover. The Indiana Department of Natural Resources recently developed the Community Hunting Access Program to help communities address overabundant deer by allowing hunting on public properties. Bloomington Parks and Recreation will consider this and other options to manage the deer herd at Griffy, and at other parks.

RESPECTFULLY SUBMITTED,



Steve Cotter, Natural Resources Manager

Deer Management Summary Report

**Griffy Lake Nature Preserve
Bloomington, Indiana**

13 January 2018

**Ryan Rodts
White Buffalo, Inc.**

Introduction

Bloomington City officials voiced concerns over habitat degradation and the potential loss of biodiversity and impacts to native vegetation because of a locally abundant deer population in Griffy Lake Nature Preserve (GLNP). The potential for the furtherance of these conflicts prompted Park Board Members to consider implementing strategies to address the abundance of deer through sharpshooting. A culling program was considered in December 2014, but a heavy oak mast crop undermined the potential for a successful outcome and the project was postponed. With a light mast crop and favorable weather, the successful removal of 62 deer was accomplished from 15-28 December 2017.

Site Description

Griffy Lake Nature Preserve encompasses 1200 acres in the north central portion of the City of Bloomington, Indiana. The preserve surrounds 109 acre Griffy Lake and contains an extensive hiking trail system and boating opportunities which create a moderate to high seasonal user base. The area is dominated by mature hardwood forest and Karst type topography. Moderate density housing surrounds the southwest section of the park with low density housing, agricultural fields, a golf course, and additional wooded areas comprising the remainder of the perimeter.

Methods

Pre-baiting and Site Selection

Six locations were selected in the preserve for removal activities. Because of high human activity throughout much of the Park and surrounding areas, deer were baited in select areas using three criteria: 1) **Safety**- ensuring the location had a suitable earthen back drop with good visibility, 2) **Location** – suitable access from the road for ingress and egress purposes while providing adequate distribution to effectively cover the park, 3) **Discretion** – selection based on

areas of low pedestrian use. Bait sites were distributed approximately ½ mile apart and allocated equally on the north and south sides of Griffy Lake.

Initial bulk baiting began on 14 November 2017 and continued until 3 December 2017. Daily baiting took place from 4-28 December 2017. Remote IR cameras were used to monitor consumption and to provide deer arrival times and group composition. Sharpshooting activities commenced on 15 December 2017 and concluded on 28 December 2018. No sharpshooting activities took place 23-26 December 2017.

Sharpshooting sites were accessed from tree stands. Deer were shot on a first opportunity basis. This means that deer were shot only when; 1) a safe opportunity presented itself, and 2) maximal harvest efficiency would be achieved. Data were collected from each carcass which were then transported for processing and donation.

Results

The entire data set generated from harvested deer is represented in the spreadsheet entitled "Deer Harvest Bloomington 2017" (Appendix A). The overall harvest demographics are summarized in Table 1. Harvest by day is summarized in Table 2. We expended 176.5 person-hours for the sharpshooting activities (62 deer harvested) resulting in 3.2 person-hours per deer harvested.

Table 1. Sex and age class of deer harvested in Griffy Lake Nature Preserve Bloomington, Indiana 15-28 December 2017.

AGE	# MALE (%)	# FEMALE (%)	# COMBINED
Yearling/Adult	7 (11%)	32 (52%)	39 (63%)
Fawns	12 (19%)	11 (18%)	23 (37%)
Total	19 (30%)	43 (70%)	62 (100%)

Table 2. Number of deer harvested by day during the 10 days of field operations.

<u>DATE</u>	# Harvested	<u>DATE</u>	# Harvested	<u>DATE</u>	# Harvested	<u>DATE</u>	# Harvested
1/15/17	9	1/18/17	2	1/21/17	7	1/28/17	8
1/16/17	16	1/19/17	6	1/22/17	2		
1/17/17	7	1/20/17	2	1/27/17	3		

Discussion

Lack of cooperating private landowners allowing access to the northeast section of the park presented management challenges. With no efficient way to access these areas for baiting, shooting, or carcass removal, we likely had minimal impact on the local deer population on the far northeast section of the park. Hunting pressure from the larger rural parcels likely results in lower deer densities in this section of the park, which may help offset our lack of direct management in this area. Deer in the preserve north of Griffy Lake were warier than those on the south. This is most likely due to extensive hunting pressure on the northern and eastern perimeters of the park. Although equal effort was given to both areas, harvest efficiency was nearly twice as high in the southern portion of the park. Forty deer were harvested south of the lake, whereas 22 were harvested north of the lake.

Harvest rates per site ranged from a high of 15 to a low of 7. Two sites on the southern edge of the park accounted for 48% of the overall harvest, each contributing 15 deer to the total. Harvest statistics show a significant skew towards adult females which comprised 52% of the removal effort. This is ~12% higher than what we normally observe when compared to projects of similar scope. Interestingly, the number of fawns per doe harvested (0.72) is significantly lower than what we typically see and would indicate a low recruitment rate for offspring born in 2017. Typically in a suburban environment we would expect 1.0 – 1.3 fawns per doe recruited depending on deer density and habitat condition. Based on observations in the field, coyotes are likely a significant factor in fawn mortality in GLNP. Harvest of adult males (11%) was 9% below what we would expect to see from a non-hunted deer population. This may reflect the significant amount of hunting that takes place on the northern and eastern edges of the park.

There are at least 16 deer still residing in GLNP, based on the last images reviewed from the remote IR cameras placed at sharpshooting locations. This is not an official population estimate, it only provides a **minimum count**. General observations during removal efforts indicated a significant number of deer (e.g., up to 14 in one group) residing proximate to the park on the southeast corner. This area comprises the Indiana University Golf Course and accompanying open space. Although there was no indication these specific deer were using GLNP they do serve as a reproduction reservoir which will likely result as a source for ingress as their population expands.

In conclusion, it would be our recommendation that the Park Board consider using the Indiana Community Hunting Access Program (CHAP) for continued management. This program was developed by the Indiana Department of Natural Resources to increase hunting opportunities while helping to alleviate human/deer conflicts. The CHAP description states: “The program will provide partners with financial and technical assistance to administer hunting programs in their communities. Each partner will determine the location and time of the hunts and which hunters can participate.” It would be our recommendation to structure the hunt to coincide with the opening weekend of the general firearms hunting season so deer cannot use GLNP as a safe haven when hunting pressure is applied to periphery of the park.

Through the 2017 deer management program 1,682.5 pounds of venison was donated to the Hoosier Hills Food Bank. Farmer and Hunters Feeding the Hungry provided funding for processing one half of the deer culled. The City of Bloomington funded the remainder.

Acknowledgments

We would like to thank Steve Cotter, Jon Behrman, Bruce Wilds Security and all the participating municipal staff for their cooperation and support. In addition, we would like to acknowledge KW Deer Processing and Kelby Waldrup for processing the venison and organizing the charitable donation of the meat. Farmers and Hunters Feeding the Hungry has our gratitude for their generous contribution.

Griffy Lake Nature Preserve Deer Management Plan



2017

Griffy Lake Nature Preserve Deer Management Plan

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I. Introduction

History of the conflict

The historic extirpation of predators, an increase in suitable habitat and the prohibition of hunting have combined to allow the white-tailed deer population to increase to problematic levels in the Griffy Lake Nature Preserve and surrounding areas. The first attempt to reduce the size of the deer herd at Griffy Lake Nature Preserve with sharpshooting took place in 2014. This attempt was unsuccessful due to a large acorn crop that winter. The abundance of acorns interfered with the timing of the appearance of deer at the bait stations.

Area description

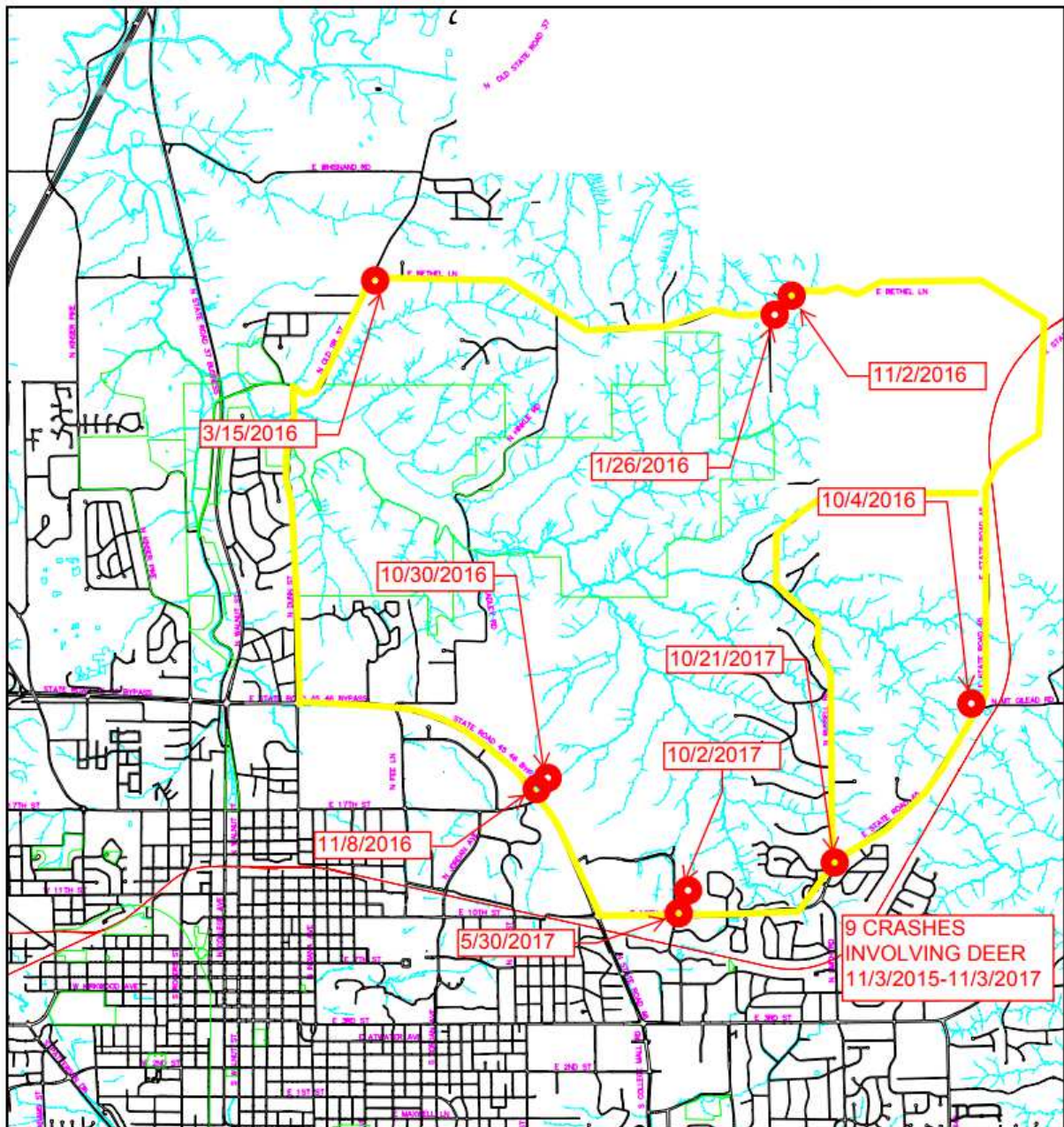
Griffy Lake Nature Preserve covers a total of 1,200 acres, including the 109-acre Griffy Lake, and was formed from more than 45 different property acquisitions between 1922 and 2007. It is located on the north side of the City of Bloomington, Indiana, at 3300 N. Headley Road. Adjacent to the property is the Indiana University Research and Teaching Preserve. Flat-topped narrow ridges, steep slopes, and deep V-shaped valleys characterize the Griffy Lake Nature Preserve area.

II. Deer-vehicle Collisions

Deer-vehicle collisions are a danger to drivers in the vicinity of the Griffy Lake Nature Preserve. Over the past two years 9 deer vehicle collisions have occurred on the roads closest to the boundaries of the Nature Preserve. Hunting is not allowed in the Nature Preserve and on most of the surrounding properties. The area to the south of the Preserve is owned by Indiana University where hunting is not permitted. The western boundary of the Preserve is within the municipality of Bloomington, where the discharge of firearms is prohibited. Residential development to the north and east of the property have reduced hunting opportunities in the area. In effect, the Griffy Lake Nature Preserve, and the University property to the south, have become an unintentional sanctuary for deer.

Deer-vehicle collisions in Monroe County have nearly doubled between 2006 (73) and 2016 (140). Many drivers visit the north side of Bloomington in the fall to attend Indiana University football games and to see the leaves change colors. The threat to public safety posed by deer-vehicle collisions is evident on the map below. The green lines east of Old State Rd. 37 indicate the Griffy Lake Nature Preserve boundaries. (Figure 1).

Figure 1. Locations of deer-vehicle collisions from 11/3/2105 to 11/03/17.



III. *Ecological damage*

In addition to the property damage and threat to human safety caused by deer-vehicle collisions, the Bloomington Parks and Recreation Department is concerned that the deer population at Griffy Lake Nature Preserve is reducing biodiversity within the Nature Preserve. The Griffy Lake Nature Preserve Master Plan raised the issue when it was published in 2008. In 2010, the Joint City of Bloomington-Monroe County Deer Task Force, an 11-member citizen group, was created by local government in response to concerns expressed by ecologists and residents about deer damage in Griffy Lake Nature Preserve.

The Joint City of Bloomington-Monroe County Deer Task Force summarized two years of meetings and research on the effects of deer browse in their final report. The recommendations of the task force, in the executive summary of *Common Ground: Toward Balance and Stewardship*, stated:

"When it comes to deer at Griffy Woods, clear evidence points to ecosystem damage by deer-native tree seedlings are not regenerating; herbaceous plant species are severely compromised and possibly going locally extinct; invasive species are taking over some areas; the forest understory is unnaturally open; and understory-reliant birds and other animals are losing habitat."

Deer exclosure studies have been conducted on the adjacent Indiana University Research and Teaching Preserve. Vegetation monitoring within the Griffy Lake Nature Preserve began in 2014.

Research by Dr. A. L. Shelton et. al. from the Indiana University Department of Biology, "Effects of abundant white-tailed deer on vegetation, animals, mycorrhizal fungi, and soils", (Forest Ecology and Management, February 19, 2014) indicated:

"We found strong effects of deer exclusion on all aspects of understory vegetation measured. The complete lack of native tree recruitment in control plots is particularly dramatic given that deer had been excluded from the plots for only two or three years in 13 of 15 plots. The only woody plant recruitment in the control plots was by invasive shrubs and unpalatable native shrubs."

Recent comparative vegetation surveys completed between April 28, 2017 and May 12, 2017 showed that 6 native plant species, considered good indicators of deer browse pressure, are shorter in Griffy Lake Nature Preserve than in two similar nearby forests. False Solomon's seal, Jack-in-the pulpit, recurved trillium, Solomon's seal, sweet Cicely, and white baneberry were measured in research plots at Griffy Lake Nature Preserve, Morgan-Monroe State Forest (MMSF) and Brown County State Park (BCSP). Deer hunting is allowed on the MMSF and periodic deer hunts are conducted at BCSP to maintain the deer herd at a sustainable size.

Additionally, numerous State Rare and State Watch List plant species have been identified within the Griffy Lake Nature Preserve (Table 1).

Table 1. ETR/Watch list plant species observed at Griffy Lake Nature Preserve (GLNP Master Plan, 2008).

Scientific Name	Common Name	Conservation Status
<i>Acalypha deamii</i>	Large-seeded mercury	State Rare
<i>Catalpa speciosa</i>	Cigar tree	State Rare
<i>Chamaecrista nictitans</i>	Wild sensitive plant	State Watch List
<i>Chimaphila maculata</i>	Spotted wintergreen	State Watch List
<i>Hydrastis canadensis</i>	Golden seal	State Watch List
<i>Juglans cinerea</i>	Butternut	State Watch List
<i>Oxalis illinoensis</i>	Illinois wood sorrel	State Watch List
<i>Panax quinquefolius</i>	Ginseng	State Watch List
<i>Pinus strobus</i>	White pine	State Rare
<i>Pinus virginiana</i>	Scrub pine	State Watch List
<i>Spiranthes ovalis</i> v. <i>erostellata</i>	Oval ladies' tresses	State Watch List
<i>Synandra hispidula</i>	Synandra	State Watch List
<i>Trichostema dichotoma</i>	Blue curls	State Rare
<i>Viola pubescens</i>	Downy yellow violet	State Watch List
<i>Zannichellia palustris</i>	Horned pondweed	State Rare

IV. Authority

The property is owned by the City of Bloomington and is managed by the Bloomington Parks and Recreation Department under separate agreements between the Board of Park Commissioners and the Utilities Services Board and the Indiana Department of Natural Resources Division of Nature Preserves.

Licensing of City Properties Agreement - A management agreement between the Bloomington Board of Public works and the Bloomington Board of Parks and Recreation initially signed in 1971 gives the Bloomington Parks and Recreation license to enter upon, develop, operate, and maintain for recreational purposes the Griffy Lake reservoir properties.

The Griffy Woods Nature Preserve was state-dedicated in conjunction with the Indiana Department of Natural Resources Division of Nature Preserves. The Master Plan for the Griffy Woods Nature Preserve, approved by the City of Bloomington Parks and Recreation Department and the State of Indiana Natural Resources Commission, specifically states:

"... the Nature Preserve shall be managed to maintain and/or restore it to natural ecological conditions ... in the case of this Nature Preserve, the main purpose of the dedication is to preserve and restore natural forest communities and the associated rare native plants".

V. Objectives

The goal of the sharpshooting effort is to improve public safety by removing enough deer to reduce the risk of deer-vehicle collisions on the roadways surrounding the Griffy Lake Nature Preserve. Staff will evaluate the success of the program by tracking deer-vehicle collision data from the area. Another objective of the proposed cull is to reduce the deer browse pressure on understory plant species and seedling trees at the Griffy Lake Nature Preserve. The re-establishment of indicator plant species and the presence and abundance of endangered, threatened and rare plant species, are also desired outcomes.

VI. Selected Control Measure

After consulting with ecologists, researchers and biologists from both the State and federal Government, the Task Force recommended that deer should be managed through a local government financed sharpshooting effort for immediate, substantial and humane reduction. To increase safety for vehicle drivers and passengers, and to restore the ecological integrity of Griffy, a substantial number of deer need to be culled. Sharpshooting is the most efficient way to cull the greatest number of deer in the most humane way possible. All deer culled in this effort will be donated to the local food bank.

VII. Review of Alternatives

Other alternatives below have been discussed and determined to be impractical at this time:

No Action

Due to ample food, water, cover and the absence of predators, deer have high survival rates and a robust reproductive capacity. Non-intervention means the deer herd would continue to grow and the risk of deer-vehicle collisions would remain high in the area. The ecological problems associated with deer overbrowsing plants in the forest understory would also not be addressed.

Fencing

Griffy Lake is nearly two square miles in size. Installing and maintaining fencing around the perimeter of the property to prevent the movement of deer on to and off of the property would be cost prohibitive and impractical. Fencing would also interfere with the movement of many other species into and out of the nature preserve.

Trap and relocate

This alternative is not approved by the Indiana Department of Natural Resources in free-ranging deer. It is cost prohibitive, and there is low availability of release sites. This option is also very traumatic for the deer.

Contraception

This alternative is not endorsed by the Indiana Department of Natural Resources in free-ranging deer and is cost prohibitive. Contraception does not reduce overabundant deer populations. Treated deer would continue to wander onto nearby roadways for the remainder of their lives.

Sterilization

This alternative is not approved by the Indiana Department of Natural Resources in free-ranging deer. It is cost prohibitive, and ineffective in non-isolated areas.

Predator reintroduction

This alternative is not approved by the Indiana Department of Natural Resources. Predator numbers would have to be relatively high to impact deer population.

Trap and kill

This option is a less humane method than sharpshooting because of capture stress.

Hunting

There are safety concerns with permitting hunting deer with firearms in the Griffy Lake Nature Preserve area, which is a public park and popular recreation area, with numerous human habitation locations at the property's perimeter. Archery hunting is less efficient and effective than sharpshooting, which could result in a delay in the reduction of the size of the deer herd. After the initial cull the Parks Department will explore the possibility of allowing archery hunting within the preserve to maintain the population.

VIII. Logistics

Number of deer to be culled

The contract allows for the removal of up to 100 deer. Although removing adult and juvenile females will take priority, males of reproductive age will also be taken.

Timing

The proposed sharpshooting period is from December 13 to February 28, 2018. The exact timing of the sharpshooting activities will depend on weather conditions, wind direction, and the availability of the deer's food sources. Sharpshooting will take place from the late afternoon until late evening on the days when weather, the successful establishment of baited sites, and other factors are most suitable for a successful effort.

Personnel

Sharpshooting will be conducted by White Buffalo, Inc., a leading expert in population control of white-tailed deer in urban areas. Two staff members from this organization, with extensive sharpshooting training, will assist with the planning, organization, and implementation of the sharpshooting program. This firm was selected based on their familiarity with Midwestern forest ecosystems, their research knowledge and complete understanding of the ecology of white-tailed deer, and their flawless safety record.

Methods

Sharpshooters will utilize suppressed Remington 700 bolt-action rifles and .223 cartridges. Sharpshooters will set up in elevated stands, in both tree stands and in stationary vehicles, and will shoot over stations baited with whole-kernel corn using advanced tactical lighting and night vision devices to maximize success rates.

Safety Issues

Safety is the first priority of the deer herd reduction effort, and takes precedence over all other considerations. Deer-vehicle collision can result in property damage, vehicle occupant injury or even death. Reducing the number of deer in the Nature Preserve will increase safety on nearby roadways. Sharpshooting will take place from elevated stands so the trajectory of bullets will be down and into the ground. Where possible, baited stations will be located away from human habitation and beside earthen backstops. Bullets to be used are lead, which are frangible and will fragment upon entering the deer, minimizing the possibility of ricochet.

A private security firm will be hired by the city to patrol the area surrounding Griffy Lake Nature Preserve, and to advise members of the public of the temporary closure of the property during the sharpshooting activities. Security personnel will be in contact with White Buffalo at all times to inform them of potential conflicts with property users. Signs placed conspicuously at parking areas and trail heads will inform the public of the closure of the property during sharpshooting activities.

Utilization Plan

All deer taken during sharpshooting efforts will be processed by K.W. Custom Deer Processing in Bloomington, Indiana and the venison donated to the Hoosier Hills Food Bank. Carcasses will be transported to the processor immediately following each day's sharpshooting efforts.

IX. Long Term Management Plan

Maintaining the deer herd in numbers that will reduce the number of deer-vehicle collisions is the desired goal of the proposed cull. Bloomington Parks and Recreation staff will monitor the number of deer-vehicle collisions each year to determine if and when additional herd control

efforts will be required. The presence and height of forest understory plants, including tree seedlings, will also be monitored. Vegetation data collected in future growing seasons will also help determine whether or not additional deer need to be removed.

Bloomington Parks and Recreation is exploring the possibility of participating in the Community Hunting Access Program (CHAP) to control the deer population in the future at Griffy Lake Nature Preserve. The program is designed to increase hunting opportunities for white-tailed deer in urban environments and help alleviate human/deer conflicts. The program provides partners with financial and technical assistance to administer hunting programs in their communities. Public education efforts will focus on discouraging citizens from feeding deer.

X. Public Information Plan

Discussion of the problem

Studies of the deer population in Bloomington officially began with the establishment of the Joint City of Bloomington-Monroe County Deer Task Force, a citizen group created by local government in response to concerns from residents, and from ecologists and residents about deer damage in Griffy Woods. The task force conducted community outreach meetings to gather input and collect information from local residents on June 28, July 11, July 14, July 21 and July 23, 2011. In addition, the task force collected 742 electronic opinion surveys about the deer issue from local residents during 2011. The Deer Task Force submitted their official report of findings in 2012, and the report was formally accepted as an advisory document by the Common Council on December 12, 2012.

Current deer reduction plans for Griffy Lake Nature Preserve were discussed at public meetings on July 18, 2017 (special deer management meeting), August 1, 2017 (deer management panel discussion) and August 22, 2017 (Board of Park Commissioners meeting.)

Implementation notification

The Griffy Lake Nature Preserve may be periodically closed for short periods of time. Conspicuous signs at the two main parking areas (at the Griffy Lake boathouse, and at the dam on Dunn Street) will inform park users of temporary closure of the property. Closure signs will also be placed at commonly used trailheads on the perimeter of the property. These closures will take place intermittently during the allotted sharpshooting activity window (November-February) when property use is fairly low, so park users will be minimally inconvenienced.

Bloomington Parks and Recreation will also communicate with staff from the Indiana University Research and Teaching Preserve (IURTP) to coordinate notification about property closures. While sharpshooting activities will not take place on IURTP-owned property, some hiking trails cross property boundaries.

XI. Contact Information

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XII. Literature Cited

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