



**CITY OF BLOOMINGTON
parks and recreation**

AGENDA

City of Bloomington Board of Park Commissioners
Regular Meeting: Tuesday, June 26, 2018 4:00pm – 5:30pm

Council Chambers
401 North Morton

CALL TO ORDER - ROLL CALL

A. CONSENT CALENDAR

- A-1. Approval of Minutes of May 22, 2018 and June 11, 2018
- A-2. Approval of Claims Submitted May 23, 2018 – June 25, 2018
- A-3. Approval of Non-Reverting Budget Amendments
- A-4. Review of Business Report
- A-5. Approval of Surplus

B. PUBLIC HEARINGS/APPEARANCES

- B-1. Public Comment Period -
- B-2. Bravo Award - Bob and Penny Austin (Sarah Owen)
- B-3. Parks Partner Award - Lisa Baker, DDS (Chrystal Ritter)
- B-4. Staff Introductions - Sarah Mullin (Community Events Coordinator – Market Master)
Kayla Lockwood (Aquatics Intern)

C. OTHER BUSINESS

- C-1. Review/Approval of partnership agreement with IU Recreation, Parks, and Tourism Studies department (Paula McDevitt)
- C-2. Review/Approval of addendum to partnership agreement with CenterStone (Paula McDevitt)
- C-3. Review/Approval of contract with Bledsoe Riggert Cooper James for boundary survey (Dave Williams)
- C-4. Review/Approval of contract with Bruce Wilds Security for B-Town Boom fireworks (Becky Higgins)
- C-5. Review/Approval of contract with New Life Church for B-Town Boom clean up (Bill Ream)
- C-6. Review/Approval of contract with Schmidt & Associates (John Turnbull)
- C-7. Review/Approval of contract with Neidigh Construction for Cascades Clubhouse Construction (John Turnbull)
- C-8. Review/Approval of contract with Freije RCS Engineered Solutions for Frank Southern Center (Hsiung Marler)
- C-9. Review/Approval of contract with Bartlett Tree Experts for root flare injections (Lee Huss)
- C-10. Review/Approval of contract with Bluestone Tree for tree removals (Lee Huss)
- C-11. Review/Approval of contract agreement with Trees, PLE Inc. (Lee Huss)

D. REPORTS

- D-1. Recreation Division -
- D-2. Operations Division -
- D-3. Sports Division -
- D-4. Administration Division - Gold Medal Video (Julie Ramey)

ADJOURNMENT



A-1

06-26-2018

Board of Park Commissioners
Regular Meeting
Minutes

Tuesday, May 22, 2018
4:00 p.m. – 5:30 p.m.

Council Chambers
401 N. Morton St.

CALL TO ORDER

The meeting was called to order by Ms. Kathleen Mills at 4:04 p.m.

Board Present: Ms. Kathleen Mills, Mr. Les Coyne, Ms. Darcie Fawcett, and Mr. Joseph Hoffmann

Staff Present: Ms. Paula McDevitt, Mr. Dave Williams, Mr. John Turnbull, Ms. Becky Higgins, Ms. Kim Clapp, Ms. Leslie Brinson, Mr. Mark Marotz, Mr. Lee Huss, Ms. Hannah Buddin, Ms. Elizabeth Tompkins, Ms. Marcia Veldman, Mr. Steve Cotter, Ms. Joanna Sparks, Mr. Bill Ream, Ms. Barb Dunbar, Mr. Hsiung Marler, Ms. Chelsea Price, Mr. Erik Pearson, and Ms. Crystal Ritter.

A. PUBLIC HEARINGS/APPEARANCES

A. CONSENT CALENDAR

- A-1. Approval of Minutes of April 24, 2018 Meeting
- A-2. Approval of Claims Submitted April 23, 2018 through May 21, 2018
- A-3. Approval of Non-Reverting Budget Amendments
- A-4. Review of Business Report
- A-5. Approval of Surplus

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

B. PUBLIC HEARINGS/APPEARANCES

B-1. Public Comment Period –

Mr. David Slaybaum approached the podium. Mr. Slaybaum inquired, on the status and timeline of a non-smoking ordinance, banning use of tobacco products in parks. Because we don't have tobacco products banned in the parks, people are still doing it in the parks. I'm here to follow up with the status and implementation time line for this.

Ms. Paula McDevitt, Administrator stated, this issue has been discussed. The Department is currently conducting research across the country, to see what best practices are being used. The Department will update the Board as soon as there is a recommendation.

The Board thanked Mr. Slaybaum for his time.

Ms. Alison Zook approached the podium. I am here today with Leslie Noggle, Brittany Friesner, we would like to thank the Board, and Mr. Dave Williams. The building of the Christian Zabriskie Memorial has recently been completed. The project began in 2012, and is located on the B-Line Trail just north off of Dodd Street. We thank you, for your support and cooperation in letting us do this project. To let us help in crafting new guidelines, to what it takes to put a sculpture and a piece of art on the B-Line Trail. We are very thankful to have made this memorial sculpture, and to be able to gift

it to the City. We hope that everyone will enjoy the memorial. Thank you for working with us, it has been a great experience, and we are very happy to honor our friend in this way. It wouldn't have been possible without your help.

We are dedicating the memorial this Friday, May 25th, at 6:00pm on site, at the B-Line. We are going to read, talk about Christian, and why we built the memorial. Family members will be in attendance to read a poem, and cut the ribbon. The community is welcome to join us at the ribbon cutting. Thank you.

The Board thanked Ms. Zook

Mr. Les Coyne commented, Christian's father, Mr. Rick Zabriskie was a member of this Board for several years. It was a great pleasure and honor to work with him, and have the opportunity to get to know him.

Mr. Joe Hoffman agreed with Mr. Coyne.

B-2. Bravo Award – None

B-3. Parks Partner Award – None

B-4. Staff Introduction-

Mr. Blake Richardson will be a 2018 summer Sports Intern, working with Mr. Erik Pearson at Banneker Community Center, and Mr. Scott Pedersen at Twin Lakes Sports Park. Mr. Richardson grew up in Bloomington, and is attending the University of Indianapolis, where he is studying sports management. Mr. Richardson hopes to be able to grow and expand his knowledge of sports management that applies to an area such as the Parks and Recreation Department.

Ms. Nancy Le will be a 2018 summer Intern, working with Ms. Jess Klein, Health and Wellness Coordinator. Ms. Lee graduated from Indiana University School of Public Health in 2018, with a Bachelor's in Community Health and a minor in Nutrition. Ms. Le looks forward to increasing her knowledge and experience, and hopes this internship will assist her in deciding what to do in the future within public health.

Mr. Zac Clark will be a 2018 summer Intern, working with Joanna Sparks, City Landscaper. Mr. Clark is attending Indiana University where he is studying, Outdoor Recreation, Parks, and Human Ecology. Mr. Clark is grateful for the opportunity to learn and serve the City of Bloomington and looks forward to gaining valuable insight, experience, and knowledge from the experienced staff in the Operations Division.

The Board welcomed the Interns to the Department.

C. OTHER BUSINESS

C-1. Review/Approval of Policy Changes for Cemetery Grave Decorations

Ms. Joanna Sparks, City Landscaper and Ms. Barb Dunbar, Operations Coordinator, the Department manages approximately 15,500 monuments and 30 acres in Rose Hill and White Oak Cemeteries. In order to maintain the highest level of grounds maintenance and safety, the department wishes to update the current policy for cemetery grave decorations. The public will be notified of these changes by the email contact list, Parks and Recreation website, Facebook page, press releases, and information will be posted at the entrance area to Rose Hill Cemetery. Staff recommends the approval of the proposed policy changes.

The Board inquired, if staff has reached out to the surrounding neighborhood. Inquired if annual plants may be planted. Recommended making sure all signage is appropriate for the site.

Ms. Sparks and Ms. Dunbar responded, staff will reach out to the surrounding community. Annual plants may be planted, especially peonies, any invasive plants will be removed. Staff will be extremely careful when selecting the kiosk.

Ms. Darcie Fawcett made a motion to approve the policy changes for cemetery grave decorations. Mr. Joe Hoffmann seconded the motion. Motion unanimously carried.

C 2. Review/Approval of Contract with Bruce Wilds Security for July 4th Parade

Mr. Bill Ream, Community Events Coordinator the Department wishes to provide the community with a well-organized and safe Fourth of July Parade. The Department requires the services of a professional consultant in order to provide security services at several designated areas in the parade staging area and along the parade route. The Department shall pay the contractor for all fees and expenses in an amount not to exceed \$2,499. Staff recommends the approval of this contract with Bruce Wilds Security.

Ms. Darcie Fawcett made a motion to approve the Contract with Bruce Wilds Security for the July 4th Parade. Mr. Joe Hoffmann seconded the motion. Motion unanimously carried.

C-3 Review/Approval of Contract with Professional Golfcar Corporation

Mr. Bill Ream, Community Events Coordinator, the Department wishes to provide the community with a well-organized Fourth of July Parade. The Department requires the services of a professional consultant to provide rental of golf carts to staff during the parade activities. The Department shall pay contractor for all fees and expenses in an amount not to exceed \$500. Staff recommends the approval of this contract with Golfcar Corporation.

Ms. Darcie Fawcett made a motion to approve the contract with Professional Golfcar Corporation. Mr. Joe Hoffmann seconded the motion. Motion unanimously carried.

C-4 Review/Approval of Partnership Agreement with Downtown Bloomington Inc. for July 4th Parade

Mr. Bill Ream, Community Events Coordinator, the Department wishes to provide the community with festivities on July 4th. This Agreement outlines a partnership which will combine available resources from each party, to provide an event designed to create a social and safe environment for the community to celebrate the Fourth of July. The event will be open to the general public at no cost. Staff recommends the approval of this Partnership with Downtown Bloomington Inc.

Ms. Darcie Fawcett made a motion to approve the Partnership Agreement with Downtown Bloomington Inc. for the July 4th Parade. Mr. Joe Hoffmann seconded the motion. Motion unanimously carried.

C-5 Review/Approval of Contract with Big Bounce Fun House

Mr. Bill Ream, Community Events Coordinator, the Department wishes to provide entertainment for children at 2018 events. The Department requires the services of a professional consultant to provide rental, set up, and dismantle of bounce houses, and other equipment at various events throughout the 2018 season. The Department shall pay contractor for all fees and expenses in an amount not to exceed \$2,490. Staff recommends the approval of this contract with Big Bounce Fun House.

Ms. Darcie Fawcett made a motion to approve the contract with Big Bounce Fun House. Mr. Joe Hoffmann seconded the motion. Motion unanimously carried.

C-6 Review/Approval of Contract with Southside Rental for Tent Rentals

Mr. Bill Ream, Community Events Coordinator, the Department wishes to provide the community with a Fourth of July Parade, and Holiday Market. The Department requires the services of a professional consultant to provide rental, deliver, set up, dismantle and removal of tables, chairs, stage risers, tents and other equipment at these events. The Department shall pay contractor for all fees and expenses in the amount not to exceed \$3,500. Staff recommends the approval of this contract with Southside Rental.

Ms. Darcie Fawcett made a motion to approve the contract with Southside Rentals. Mr. Joe Hoffmann seconded the motion. Motion unanimously carried.

C-7 Review/Approval of Partnership Grant Agreement with Summer STAR Foundation for Banneker Summer Nature Days

Ms. Elizabeth Tompkins, Natural Resources Coordinator, there is an apparent need to provide wholesome and constructive educational and recreation activities to children in the Bloomington community, that will effectively contribute to the mental, physical, social and education enrichment of children. This Agreement outlines a partnership

which will combine resources from each party, to provide environmental educational programming at the Banneker Community Center for children in grades K-6. The goal of this program is to provide outdoor education experiences that connect children to nature in ways that increase their knowledge, interest and respect for the environment and natural spaces. Staff recommends the approval of this Partnership with Summer STAR Foundation.

Ms. Darcie Fawcett made a motion to approve the Partnership Agreement with Summer STAR Foundation for the Banneker Summer Nature Days. Mr. Joe Hoffmann seconded the motion. Motion unanimously carried.

C-8 Review/Approval of Partnership Grant Agreement with Summer STAR Foundation for Griffy Lake Nature Days

Ms. Elizabeth Tompkins, Natural Resources Coordinator, there is an apparent need to provide wholesome and constructive educational and recreation activities to children in the Bloomington community, that will effectively contribute to the mental, physical, social and education enrichment of children. This Agreement outlines a partnership which will combine resources from each party, to provide environmental educational programming at Leonard Springs and Griffy Lake to fourth graders, in the Monroe County Public Schools. The goal of this program is to provide outdoor education experiences that connect children to nature in ways that increase their knowledge, interest and respect for the environment and natural spaces. Staff recommends the approval of this Partnership with Summer STAR Foundation.

Ms. Darcie Fawcett made a motion to approve the Partnership Grant Agreement with Summer STAR Foundations for Griffy Lake Nature Days. Mr. Joe Hoffmann seconded the motion. Motion unanimously carried.

C-9 Review/Approval of Contract with Umphress Masonry, Inc.

Ms. Barb Dunbar, Operations Coordinator in order to maintain and preserve the walls at Rose Hill Cemetery, the Department wishes to make repairs to the South wall. The Department requires the services of a professional consultant to provide tuck-pint repairs and clean-up of debris (resulting from repair work) to the south wall of Rose Hill Cemetery. Department shall pay contractor for all fees and expenses in the amount not to exceed \$4,475. Staff recommends the approval of this contract with Umphress Masonry, Inc.

Ms. Darcie Fawcett made a motion to approve the Contract with Umphress Masonry, Inc. Mr. Joe Hoffmann seconded the motion. Motion unanimously carried.

C-10 Review/Approval of Contract with Ann-Kriss, LLC for Operations Division

Ms. Barb Dunbar, Operations Coordinator due to age and weather, the exterior of Ross Hill Operations Office is in need of repair. The Department wishes to make the necessary repairs and requires the services of a professional consultant to provide exterior painting, to remove, dispose, and replace soffit, and to remove, dispose, and install new gutters and downspouts to the office building located at 930 W. Fourth St., Bloomington, IN. The Department shall pay contractor for all fees and expenses in the amount not to exceed \$5,957.58. Staff recommends the approval of this contract with Ann-Kriss, LLC.

Ms. Darcie Fawcett made a motion to approve the Contract with Ann-Kriss, LLC. Mr. Joe Hoffmann seconded the motion. Motion unanimously carried.

C-11 Review/Approval of Nashville Party Rental, Inc. for Event Tents

Ms. Marcia Veldman, Program/Facility Coordinator, the Department wishes to host the Homegrown Indiana Farm Tour at Harvest Moon Flower Farm on July, 15, 2018. The Department requires the services of a professional consultant to provide delivery, set up, and pick up of rental tents, tables and chairs at the event. The Department shall pay contractor for all fees and expenses in the amount not to exceed \$1,200. Staff recommends the approval of the contract with Nashville Party Rental, Inc.

Ms. Darcie Fawcett made a motion to approve the Agreement with Nashville Party Rental, Inc. Mr. Joe Hoffmann seconded the motion. Motion unanimously carried.

C-12 Review/Approval of Contract with Bartlett Tree Experts for Ash Tree Treatment

Mr. Lee Huss, Urban Forester to continue the battle against the Emerald Ash Borer, the Department wishes to provide treatment to Ash trees at various locations. The Department requires the services of a professional consultant to perform

the second systematic root flare injection treatment to selected Ash trees to help suppress Emerald Ash Borer. The Department shall pay Contractor for all fees and expenses in an amount not to exceed \$4,326. Staff recommends the approval of this contract with Bartlett Tree Experts.

The Board inquired if there has been progress with this issue. How many trees will be treated? What is the name of the chemical being used?

Mr. Huss stated the best preventative measurement, is this injection system. Three years seem to be working for this type of treatment. The Department continues to remove and replace Ash trees of poor quality. Approximately 55 trees will be treated with this contract. The common name for this chemical is Tree-age, it is a restricted use chemical, is a closed system, and it is not sprayed. Eventually the insect will move on.

Ms. Darcie Fawcett made a motion to approve the Contract with Bartlett Tree Experts for Ash Tree Treatment. Mr. Joe Hoffmann seconded the motion. Motion unanimously carried.

C-13 Review/Approval of Bluestone Tree for Tree Removals

Mr. Lee Huss, Urban Forester due to damage and hazardous conditions, the Department wishes to have several dead and hazardous trees removed. The Department requires the services of a professional consultant to remove trees in difficult areas, and remove all debris. The Department shall pay Contractor for all fees and expenses in an amount not to exceed \$17,050. Staff recommends the approval of this contract with Bluestone Tree.

Ms. Darcie Fawcett made a motion to approve the Contract with Bluestone Tree for tree removals. Mr. Joe Hoffmann seconded the motion. Motion unanimously carried.

C-14 Review/Approval of Contract with Mominee Tree for Tree Pruning Services

Mr. Lee Huss, Urban Forester in order to maintain trees, the Department wishes to have selected trees pruned in four of the Department's parks. The Department requires the services a professional consultant to perform crown clean pruning, structural pruning, removal of deadwood, raise pruning, and removal of all debris created from operations. These trees are high risk trees or are in areas with a high concentration of public activity. The Department shall pay Contractor for all fees and expenses in an amount not to exceed \$6,560. Staff recommends that approval of this contract with Mominee Tree.

Ms. Darcie Fawcett made a motion to approve the Contract with Mominee Tree for tree pruning services. Mr. Joe Hoffmann seconded the motion. Motion unanimously carried.

C-15 Review/Approval of Contract with Tree Guy for Tree Treatments

Mr. Lee Huss, Urban Forester to encourage root system repair the Department wishes to treat five Pin Oaks, and provide trunk injections on two Ash trees for Emerald Ash Bore prevention. The Department requires the services of a professional consultant to provide treatment to the selected trees located at Park Ridge Park and Bryan Park. The Department shall pay Contractor for all fees and expenses in an amount not to exceed \$1,868. Staff recommends the approval of this contract with Tree Guy, Inc.

During the Summer Sampler event at Bryan Park, for public demonstration, Tree Guy will administer an injection treatment to an Ash tree. There will be a section called "Stop by to Ask the Expert", DNR Representatives, members of the Tree Commission and myself will be available to answer questions.

Ms. Darcie Fawcett made a motion to approve the Contract with Tree Guy for tree treatments. Mr. Joe Hoffmann seconded the motion. Motion unanimously carried.

C-16 Review/Approval of Contract with Environmental Property Assessment

Mr. Dave William, Operations Director in order to consider the possibility of accepting the donation of private property, the Department wishes to have a Phase I Assessment completed. The Department requires the services of a professional consultant to perform an Environmental Phase I Assessment, Title Search, and Property Appraisal. The Department shall pay Contractor for all fees and expenses in an amount not to exceed \$2,100. Staff recommends the approval of this contract with Environmental Property Assessment.

Ms. Darcie Fawcett made a motion to approve the Contract with Environmental Property Assessment. Mr. Joe Hoffmann seconded the motion. Motion unanimously carried.

C-17 Review/Approval of B-Line Trail Utility Easement

Mr. Dave Williams, Operations Director staff recommends the approval of a utility easement, crossing the B-Line Trail, for the Pedcor affordable housing development project, at 611 N. Rogers Street. In February, an encroachment permit was approved by the Board for this development. Two crossings under the trail are required for connection to the City of Bloomington Utilities infrastructure. Pedcor is aware, an Environmental Convenient covers this property, and all excavated material must be disposed of properly and legally. Pedcor will submit manifest documents, providing the location of the disposed waste.

Ms. Darcie Fawcett made a motion to approve the B-Line Trail Utility Easement. Mr. Joe Hoffmann seconded the motion. Motion unanimously carried.

C-18 Review/Approval of Alcohol Permit submitted by WCLS Radio

Ms. Crystal Ritter, Community Events Coordinator on September 22, 2018, Mid-America Radio Group Bloomington (WCLS Radio) will be holding a special event at Waldron, Hill, and Buskirk Park, known as the 2018 WCLS Fest. WCLS Radio has requested approval to sell beer/wine at this event. The event organizers are prepared to adhere to all local and state laws, along with any rules and regulation from Bloomington Parks and Recreation. Once approved, organizers will apply for the temporary beer/wine permit from the State of Indiana, Alcohol & Tobacco Commission. Organizers will provide a copy of the state permit to the Department prior to the event. WCLS Radio will be assessed an alcohol permit fee of \$200, or ten percent of gross, whichever is greater. Brock Security will be used for this event. Staff recommends the approval of this request.

The Board commented, this looks somewhat similar to other events held in this Park, where the sale of beer and wine were approved.

Ms. Ritter replied, yes, it is very similar. Organizers researched and structured this event from previous successful events held in the park.

Ms. Darcie Fawcett made a motion to approve the Alcohol Permit Request for WCLS Radio. Mr. Joe Hoffmann seconded the motion. Motion unanimously carried.

C-19 Review/Approval of Partnership Agreement with Middleway House for Use of Mills Pool.

Ms. Chelsea Price, Aquatics Coordinator Middle Way House provides shelter for women and children fleeing violence at home. This Agreement outlines a partnership which will combine resources from each party, to allow Middleway House use of Ralph Mills Swimming Pool at a discount rate for its summer day camp programs. There has been some slight changes to the Agreement. In past years Middle Way House purchased punch passes. This year participants, if they qualify, will obtain and use pool fee waivers. Middle Way House will be billed at the end of the season for those participant not eligible for pool fee waivers.

The Board inquired, will these changes be assessed at the end of the season. It is important to be as helpful as possible in this agreement. Is there a limit to how often participants can use the pool?

Ms. Price responded, yes, this process will be evaluated at year end. The Department has communicated to Middleway House, if this system does not work, we can revert back to punch passes. Pool fee waivers will give the participants the opportunity to use the pool outside of when Middleway comes, this will be more beneficial to the families. There is no limit to how often pool fee waivers can be used.

Ms. Darcie Fawcett made a motion to approve the Agreement with Middleway House for Use of Mills Pool. Mr. Joe Hoffmann seconded the motion. Motion unanimously carried.

C-20 Review Approval of Contract with Freiji-RSC Engineered Solutions for Services at Frank Southern Center

Mr. Hsuing Marler, Sports Facility/Program Manager due to age and condition, the Department wishes to have the Screw Compressor #1 rebuilt at Frank Southern Ice Arena. This is the main compressor, and must be used at the startup of the season. The Department requires the services of a professional consultant to preform removal of the compressor, shipment to Frick for rebuild, transport back to Frank Southern Ice Arena, reinstall compressor, add oil & filter, start and test compressor, and vibration analysis for future testing. The Department shall pay contractor for all fees and expenses in an amount not to exceed \$19,208.54. Staff recommends the approval of this contract with Freiji-RSC Engineered Solutions.

The Board inquired to the age of the compressor. Would it be better to replace the unit?

Mr. Marler responded the compressor is eleven years old, and is four years past life expectancy. The cost of replacing the unit would be extremely high. A rebuilt compressor is expected to last another seven years. The life cycle of the rebuilt compressor would be more than enough to offset the cost of a new unit.

Ms. Darcie Fawcett made a motion to approve the contract with Freiji-RSC Engineered Solutions for services at Frank Southern Ice Center. Mr. Joe Hoffmann seconded the motion. Motion unanimously carried.

D REPORTS

D-1. Recreations Division – Smithville Foundation Grant Award

Mr. Erik Pearson, Facility Program Coordinator, staff is pleased to announce, Banneker has been awarded a \$10,000 Grant through the Smithville Charitable Foundation, to help with staffing cost for the upcoming Banneker Camp program. This program continues to grow and set records. Staff was fortunate to be able to apply for this back in March, and were awarded this amount in April. The grant will cover rec-leader and building supervisor positions. Staff is thankful for this opportunity, and looks forward to using the funds to continue to develop the program and become more efficient with the growth that it continues to show.

The Board inquired about the growth of the program, does staff anticipate higher attendance this year.

Mr. Pearson responded, there is really no way of knowing what the actual numbers will be. Through the USDA Summer Food Service Grant Banneker is an open site, which means there are weekly registrations. Each Friday, families sign up for the following week. Staff handed out information forms ahead of time, and have already received 75 returned informational forms. Staff anticipates the program will continue to grow, and is humbled to by this. The Smithville Charitable Foundation has been a pleasure to work with, and was very generous in working with us through this grant process.

The Board congratulated Erik and Staff.

D-3. Sports Division – No Report

D-4 Administrative Division – None

Ms. Paula McDevitt, Administrator the Department would like to thank Ms. Kathleen Mills for her remarks at the Switchyard Park Ground Breaking. The Department was very pleased with the kickoff event, and is very excited this project is officially underway.

This morning, the Department participated in a bicentennial tree planting at Fairview School. The Department and the Tree Commission, jointly received a \$1,200 donation from the Archer Foundation. This funding will allow a bicentennial tree to be planted at every MCCSC School.

The Department has been named a finalist for National Recreation Park Association, National Gold Medal Award for excellence in Park and Recreation Management. The Department received this award eleven years ago, and has reapplied. The Department is happy to be named a finalist, we are one of four communities in our class that will be considered for this award. The Gold Medal will be awarded in September, at the NRPA Conference which will be held in Indianapolis.

A five minute online video about the Department, must be submitted by June 4th. The video will be based off the application, which the staff was fully participatory in the answers. The finished video product, will be presented to the Board at the next Board meeting, on June 26, 2018.

ADJOURNMENT

Meeting adjourned at 5:00 p.m.

Respectfully Submitted,

A handwritten signature in cursive script, appearing to read "Kim Clapp".

Kim Clapp, Secretary Board of Park Commissioners



CITY OF BLOOMINGTON
parks and recreation

A-1

06-26-2018

Board of Park Commissioners
Regular Meeting
Minutes

Tuesday, June 11, 2018
4:05 p.m. – 4:09 p.m.

Council Chambers
401 N. Morton St.

CALL TO ORDER

The meeting was called to order by Ms. Kathleen Mills at 4:05 p.m.

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

Staff Present: Mr. Dave Williams and Ms. Joanna Sparks.

A. PUBLIC HEARINGS/APPEARANCES

A. CONSENT CALENDAR - None

B. PUBLIC HEARINGS/APPEARANCES - None

C. OTHER BUSINESS

C-1. Review/Approval of Contract with Green Dragon Lawn Care

Mr. Dave William, Operations Director, on May 31, 2018, C&H Lawn & Landscaping, Inc. terminated their Agreement to mow 24 City locations. In order to maintain City property, the Department wishes to award this mowing contract, to the second low bidder, Green Dragon. Green Dragon is willing to assume contractual responsibilities for these locations at their original bid price of \$60,450. Staff recommends the approval of this contract with Green Dragon Lawn Care.

Ms. Darcie Fawcett made a motion to approve the Contract with Green Dragon Lawn Care for mowing services. Mr. Les Coyne seconded the motion. Motion unanimously carried.

D REPORTS

D-1. Recreations Division – None

D-3. Sports Division – No Report

D-4 Administrative Division – None

ADJOURNMENT

Meeting adjourned at 4:09 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	2018-00009543	BA	GL	06/19/2018	Budget Amendment - Huerta Garden Project				
G/L Date	G/L Account Number	Account Description			Description	Source	Increase Amount		Decrease Amount
06/19/2018	201-18-189000-52420	Other Supplies			Budget Amendment - Huerta Garden Project		5,000.00		.00
Number of Entries: 1							5,000.00		\$.00

REVENUES AND EXPENSES: COMPARISON REPORT								
Expenses	2017	2017	2017	2017	2018	2018	2018	
May-18	Total	Actual	Expenses	% of Expenses	Total	Expenses	% of Expenses	
	Expense	Expenses	as of	Spent	Expense	as of	Spent	
	Budget	for Year	May	to date	Budget	May	to date	change
General Fund								
Administration	750,594	739,993	433,432	58.57%	621,831	364,126	58.56%	-15.99%
Health & Wellness	105,197	97,753	43,869	44.88%	105,923	46,451	41.42%	5.89%
Community Relations	423,303	378,011	190,435	50.38%	416,453	170,200	45.73%	-10.63%
Aquatics	330,688	297,537	69,261	23.28%	328,839	49,785	15.14%	-28.12%
Frank Southern Center	341,117	338,165	185,573	54.88%	359,800	179,708	49.95%	-3.16%
Golf Services	885,638	864,187	461,477	53.40%	935,271	519,773	55.57%	12.63%
Natural Resources	370,961	320,835	131,208	40.90%	392,366	134,825	34.36%	2.76%
Youth Programs	59,844	55,165	23,147	41.96%	60,195	28,968	48.12%	25.15%
TLRC	282,216	280,198	122,700	43.79%	284,750	123,767	43.47%	0.87%
Community Events	384,284	347,783	138,532	39.83%	414,238	151,182	36.50%	9.13%
Adult Sports	288,431	266,304	93,971	35.29%	323,760	112,900	34.87%	20.14%
Youth Sports	267,398	267,488	89,410	33.43%	271,744	110,646	40.72%	23.75%
BBCC	304,977	275,756	112,180	40.68%	289,803	117,707	40.62%	4.93%
Inclusive Recreation	72,632	73,771	26,280	35.62%	78,403	24,896	31.75%	-5.27%
Operations	1,546,438	1,434,103	545,005	38.00%	1,890,127	614,348	32.50%	12.72%
Landscaping	283,362	227,841	78,644	34.52%	311,041	87,428	28.11%	11.17%
Cemeteries	173,285	162,628	68,759	42.28%	182,605	63,836	34.96%	-7.16%
Urban Forestry	400,381	386,720	155,791	40.29%	585,324	183,681	31.38%	17.90%
General Fund total:	7,270,746	6,814,238	2,969,675	43.58%	7,852,474	3,084,227	39.28%	3.86%
Non-Reverting Fund								
Administration	27,640	3,328	1,689	50.75%	14,650	3,187	21.75%	88.68%
Health & Wellness	1,914	1,172	96	8.16%	1,240	120	9.71%	25.95%
Community Relations	4,650	1,465	0	0.00%	4,650	1,250	26.88%	0.00%
Aquatics	64,433	38,939	2,602	6.88%	69,543	14,206	20.43%	445.90%
Frank Southern Center	94,423	77,769	30,428	39.13%	97,498	40,238	41.27%	32.24%
Golf Services	126,105	98,300	45,708	46.50%	133,709	35,843	26.81%	-21.58%
Natural Resources	50,992	23,820	7,456	31.30%	53,485	45,140	84.40%	0.00%
Youth Programs	178,521	198,464	35,640	17.96%	209,805	32,458	15.47%	-8.93%
*TLRC - day to day	970,663	835,622	202,172	24.19%	470,943	218,380	46.37%	8.02%
Community Events	190,881	166,067	65,056	39.17%	181,069	48,603	26.84%	-25.29%
Adult Sports	230,225	164,008	70,607	43.05%	199,830	26,957	13.49%	-61.82%
Youth Sports	26,845	19,068	5,661	29.69%	18,754	3,963	21.13%	-29.99%
BBCC	25,403	44,054	11,560	26.24%	15,892	4,194	26.39%	-63.72%
Inclusive Recreation	0	0	0	0.00%	0	0	0.00%	0.00%
Operations	19,195	56,104	42,494	75.74%	52,861	10,012	18.94%	100.00%
Dog Park	0	0	0	0.00%	0	0	0.00%	0.00%
Switchyard	14,800	32,436	14,631	45.11%	12,877	11,038	85.72%	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	0	0	1,045	0.00%	4,750	1,577	33.20%	0.00%
N-R Fund subtotal:	2,026,690	1,760,617	536,844	30.49%	1,541,556	497,165	32.25%	-7.39%
TLRC - bond	539,104	539,104	429,574	79.68%	671,946	430,026	64.00%	0.00%
N-R Fund total:	2,565,794	2,299,721	966,418	42.02%	2,213,502	927,192	41.89%	-4.06%
Other Misc Funds								
MCCSC 21st Com Learn Cnt G	29,950	41,391	129		884	21,543		
G14004 Tree Planting			0					
G14006 Out-of School Prg.			0					
G15008 Summer Food Prg.	11,115	17,606	0		11,115	0		
G15009 Nature Days S/Star		4,318	0			109		
Griffy Lake Nature Day		5,137	18	0.35%		1,940	0.00%	0.00%
Wapehani I-69 Mitigation		201,075	0	0.00%		0	0.00%	0.00%
Leonard Springs Nature		3,841	22,499	585.82%		3,246	0.00%	0.00%
Banneker Nature Day		0	0			0		
DNR Grant		0		0.00%		0	0.00%	0.00%
Kaboom Play			2,037		451	451		
Youth & Adolescent Phy Act						4,801		
Goat Farm		1,777				0		
Giffy LARE		17,286				2,800		
Other Misc Funds total:	41,065	273,367	24,683	9.03%	12,450	34,891	280.25%	0.00%
TOTAL ALL FUNDS	9,877,604	9,387,327	3,960,776	42.19%	10,078,425	4,046,309	40.15%	2.16%
*NR BACC/Project School has been combined with TLRC								

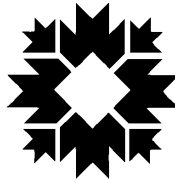
REVENUES AND EXPENSES: COMPARISON REPORT								
Revenues May 2018								
	2017	2017	2017	2017	2018	2018	2018	
	Projected	Actual	Revenue	% of Revenue	Projected	Revenue	% of Revenue	
	Revenue	Revenue	as of	Collected	Revenue	as of	Collected	%
	Budget	for year	May	to date	for year	May	to date	change
General Fund								
Taxes/Misc Revenue	6,030,050	6,065,105	6,030,050	99.42%	6,258,520	6,258,520	100.00%	3.79%
Administration	500	1,966	261	13.28%	500	483	96.60%	0.00%
Community Relations	0	0	0	0.00%	0	0	0.00%	0.00%
Aquatics	153,500	194,506	24,198	12.44%	168,000	26,667	15.87%	0.00%
Frank Southern	219,900	184,531	112,608	61.02%	224,900	122,003	54.25%	8.34%
Golf Services	568,500	542,711	200,513	36.95%	526,700	205,461	39.01%	2.47%
Natural Resources	0	0	0	0.00%	0	0	0.00%	0.00%
Youth Services	0	0	0	0.00%	0	0	0.00%	0.00%
Community Events	10,700	12,340	10,410	84.36%	10,700	11,030	103.08%	5.96%
Adult Sports	78,000	63,772	34,540	54.16%	71,000	27,800	39.15%	-19.52%
Youth Sports	33,900	28,995	-12	-0.04%	32,000	157	0.49%	-1441.43%
BBCC	12,000	12,223	3,631	29.70%	11,000	5,197	47.24%	43.13%
Operations	0	25	25	100.00%	0	0	0.00%	0.00%
Landscaping	0	0	0	0.00%	0	0	0.00%	0.00%
Cemeteries	39,700	26,833	14,075	52.46%	31,050	12,825	41.30%	-8.88%
Urban Forestry		0	0	0.00%		30	0.00%	0.00%
G17011 Urban Forestry		12,000	0			0	0.00%	
Subtotal Program Rev	1,116,700	1,067,902	400,249	37.48%	1,075,850	411,653	38.26%	2.85%
General Fund Total	7,146,750	7,133,007	6,430,299	90.15%	7,334,370	6,670,173	90.94%	3.73%
Non-Reverting Fund								
Administration	40,650	36,327	17,658	48.61%	40,600	16,859	41.52%	-4.53%
Health & Wellness	3,550	3,124	783	25.07%	2,739	763	27.85%	-2.59%
Community Relations	4,650	3,000	2,000	66.67%	4,650	1,733	37.26%	-13.38%
Aquatics	126,373	113,789	30,543	26.84%	122,700	31,206	25.43%	2.17%
Frank Southern	153,400	126,988	31,744	25.00%	151,900	29,918	19.70%	-5.75%
Golf Services	151,300	163,579	48,148	29.43%	158,500	46,802	29.53%	-2.80%
Natural Resources	58,525	70,821	21,188	29.92%	60,890	23,910	39.27%	12.85%
Youth Programs	189,866	218,910	101,557	46.39%	215,060	119,290	55.47%	17.46%
*TLRC -Operational	782,329	750,934	354,405	47.20%	763,029	356,755	46.76%	0.66%
Community Events	191,760	214,892	107,927	50.22%	193,752	107,712	55.59%	-0.20%
Adult Sports	216,500	147,655	68,601	46.46%	207,000	45,601	22.03%	-33.53%
Youth Sports	25,000	25,624	9,184	35.84%	19,500	2,176	11.16%	-76.30%
BBCC	29,420	59,280	15,261	25.74%	5,150	14,982	290.92%	-1.82%
Operations	51,640	57,121	30,069	52.64%	56,440	57,769	102.35%	92.12%
Dog Park	400	0	0	0.00%	400	0	0.00%	0.00%
Switchyard (CCC Propt)	82,800	73,736	36,728	49.81%	0	0	0.00%	-100.00%
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	9,300	17,911	700	3.91%	9,300	12,505	134.46%	1686.45%
N-R Fund subtotal:	2,117,463	2,083,690	876,496	42.06%	2,011,610	867,980	43.15%	-0.97%
Other Misc Funds								
G14006 Out-of-School Prg		20	15,899			0		
G14007 MCCSC 21st Com	60,000	21,410	0		60,000	8,211		
G14009 Summer Food Grant	13,744	19,059	0		27,864	0		
G14004 Tree Planting						0		
Kaboom Play Everywhere						0		
Urban Forestry EAB		2,000	0			0		
Wapehani Mitigation I69		233,543	32,468			0		
Griffy LAE Veg. Mgt		14,453	3,120			2,800		
G15008 Leonard Spring		0	-50			0		
G15009 Griffy Nature Days		4,988	0			0		
(902) Rose Hill Trust		445	132			260		
G17007 - Goat Farm		0	0			0		
Banneker Nature Days		0	0			0		
Yth & Adolescent Phy Act						3,999		
Nature Days Star		4,340	0			0		
Other Misc Funds total:	0	300,258	51,570		87,864	15,269		
TOTAL ALL FUNDS	9,264,213	9,516,954	7,358,365	77.32%	9,433,844	7,553,423	80.07%	2.65%
*BACC/Project School has been combined with TLRC								

	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	6/20/2018	revenue	6/20/2018	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	18,104.39		3,404.52	0.00	14,699.87	215,504.65
181001	Health & Wellness	7,379.62	928.00		120.43	0.00	807.57	8,187.19
181100	Community Relations	34,889.04	1,732.50		1,250.00	0.00	482.50	35,371.54
182001	Aquatics	389,566.90	45,568.30		27,010.30	0.00	18,558.00	408,124.90
182500	Frank Southern Center	175,036.20	29,848.51		41,170.69	0.00	(11,322.18)	163,714.02
183500	Golf Course	208,121.70	59,839.86		50,283.79	0.00	9,556.07	217,677.77
184000	Natural Resources	248,977.29	29,880.59		46,354.87	0.00	(16,474.28)	232,503.01
184500	Allison Jukebox	170,562.07	146,848.55		45,437.31	0.00	101,411.24	271,973.31
*185000	TLRC	(878,837.80)	347,268.78		667,132.77	0.00	(319,863.99)	(1,198,701.79)
185009	TLRC Reserve	569,299.15	36,718.75		0.00	0.00	36,718.75	606,017.90
186500	Community Events	471,824.72	116,404.35		53,818.83	0.00	62,585.52	534,410.24
187001	Adult Sports	74,000.53	49,759.64		40,120.31	0.00	9,639.33	83,639.86
187202	Youth Sports	104,401.59	2,200.48		4,310.87	0.00	(2,110.39)	102,291.20
187209	Skate Park	543.88	0.00		0.00	0.00	0.00	543.88
187500	Benjamin Banneker Comm Center	56,647.65	14,982.28		4,557.59	0.00	10,424.69	67,072.34
189000	Operations	137,207.83	61,583.67		41,771.72	0.00	19,811.95	157,019.78
189005	Dog Park	5,993.79	0.00		0.00	0.00	0.00	5,993.79
**189006	Switchyard Property	230,940.52	0.00		11,037.92	0.00	(11,037.92)	219,902.60
189500	Landscaping	12,704.36	0.00		0.00	0.00	0.00	12,704.36
189501	Cemeteries	1,497.00	0.00		0.00	0.00	0.00	1,497.00
189503	Urban Forestry	7,093.63	12,605.18		1,631.75	0.00	10,973.43	18,067.06
10002.01	Change Fund	0.00	0.00		0.00	0.00	0.00	0.00
201-24105	Deposits	0.00	0.00		0.00	0.00	0.00	0.00
	TOTALS	2,228,654.45	974,273.83	0.00	1,039,413.67	0.00	974,273.83	2,163,514.61
* In 2017 \$298,280.63 of TLRC Expense is for Bloomington Park District Refunding Bonds								(65,139.84)
** Switchyard Park expenses are paid from 2014 through 2017 Switchyard revenue.								INCREASE/DECREASE FOR THE CURRENT

Bloomington Parks and Recreation Surplus Declaration Form

6/26/2018

[illegible]



CITY OF BLOOMINGTON
parks and recreation

STAFF REPORT

Agenda Item: B-2
Date: 6/21/2018

Administrator
Review\Approval
PM

TO: Board of Park Commissioners
FROM: Sarah Owen—Community Relations Coordinator
DATE: June 26, 2018
SUBJECT: BRAVO Award—Penny and Bob Austin

Recommendation

The Bloomington Parks and Recreation Department would like to recognize Penny and Bob Austin for their time and commitment to our annual 50+ Expo event. The 50+ Expo has been a staple of Parks and Recreation programming for over 40 years. It is one of the largest events organized and hosted by the Department; it features over 100 exhibitors and consistently draws hundreds of participants. Because of the substantial size of this event, we rely on the help of volunteers to ensure the Expo runs smoothly. Over the past few years, the Austins' assistance with the Expo has been exceptional. According to the 50+ Expo's event coordinator, Bill Ream, Bob and Penny Austin are the volunteers that he "requests by name," simply because their help is so essential in the earliest hours of setting up the Expo. They provide direction and instruction to the dozens exhibitors who arrive that morning, which is an incredible help to the on-site staff.

Background

The Austin's have lived in Bloomington for the past 50 years, which began with their enrolling at Indiana University. They were married in 1972 and chose to stay in Bloomington, raising two children, and—in their own words—"participating in Parks and Recreation activities and all that Bloomington [had] to offer for families." And while both of their children left to attend college elsewhere, they ultimately returned to town to—like their parents—raise their families in Bloomington.

Penny and Bob became MCCSC schoolteachers, with Penny teaching elementary school for 32 years and Bob teaching middle school for 37 years, and they now enjoy an active retirement. Their volunteering efforts gained momentum in 1997 when they became involved in deCycles bicycling, a program which fosters youth leadership development.

Since retiring, their volunteer efforts demonstrate their continued love and commitment to the Bloomington community—they include volunteering with the Chamber of Commerce's Reality Store program, the Buskirk-Chumley Theater, Lotus Festival, the Bloomington Jazz Fest, the Boogie Woogie Fest, early voting efforts, Childs Elementary, Lions Club vision screenings, the Monroe County Reserve Medical Corp, the Community Emergency Response Team, and with Beth Shalom. Additionally, Bob has worked with the Monroe County Energy Challenge and was previously a member of the Monroe County Environmental Quality and Sustainability Commission. He has also performed with the Bloomington Symphony Orchestra. Penny, meanwhile, enjoys volunteering with Master Gardeners, with Purdue

Extension at the Monroe County Fair, serving as a Mitzvah Maven (a meal delivery program to those who are ill or require support), and is a former member of the Monroe County Library Board.

With regard to their service to the 50+ Expo, the Austins stated, “Working with the 50+ Expo was a logical choice for us since we have the time, still have the energy, and enjoy working in the community with friends and neighbors.”

On behalf of the Bloomington Parks and Recreation Department, we are proud to recognize Penny and Bob Austin as our June BRAVO Award recipients.

RESPECTFULLY SUBMITTED,

A handwritten signature in black ink, appearing to read "Sarah Owen". The signature is fluid and cursive, with the first name "Sarah" being more prominent than the last name "Owen".

Sarah Owen, Community Relations Coordinator



CITY OF BLOOMINGTON
parks and recreation

STAFF REPORT

Agenda Item: B-3
Date: 6/21/2018

Administrator
Review\Approval
PM

TO: Board of Park Commissioners
FROM: Sarah Owen, Community Relations Coordinator
DATE: June 26, 2018
SUBJECT: Park Partner Award—Lisa J. Baker, DDS

Recommendation

The Bloomington Parks and Recreation Department would like to recognize Lisa J. Baker, DDS as the recipient of the second quarter Park Partner Award. The Park Partner Award is a component of the Department's sponsorship program and recognizes our most outstanding collaborators and supporters.

Dr. Baker has been an exceptional supporter of Bloomington Parks and Recreation programming for over 15 years. She is a regular sponsor of our summer Performing Arts Series, as well as our Trick or Treat Trail event in the fall, and the Bloomington Youth Basketball program. This year alone, her generous contribution to the 2018 Performing Arts Series is allowing us the opportunity to feature Bloomington favorite Carrie Newcomer as a headliner in our upcoming July 6 concert at Waldron, Hill, and Buskirk Park. The Parks and Recreation Department is incredibly grateful for Dr. Baker's patronage.

Background

Lisa Baker is a lifelong resident of Bloomington and graduated from Indiana University School of Dentistry in 1989; she has been serving both her patients and the local community ever since. In addition to her support of Parks and Recreation programming, she has also given her support to non-profit organizations such as Girls Inc., Mother Hubbard's Cupboard, Breast Cancer Awareness, and the Lotus Education and Arts Foundation.

On behalf of Bloomington Parks and Recreation, it is with great pleasure that we present her with the Park Partner Award.

RESPECTFULLY SUBMITTED,

Sarah Owen, Community Relations Coordinator



CITY OF BLOOMINGTON
parks and recreation

STAFF REPORT

Agenda Item: B-4
Date: 6/26/2018

Administrator
Review\Approval
PM

TO: Board of Park Commissioners
FROM: Sarah Mullin, Market Master/Community Garden Specialist
DATE: **June 26, 2018**
SUBJECT: **STAFF INTRODUCTION – SARAH MULLIN**

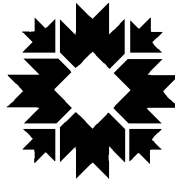
Background

Sarah graduated from Indiana University in 2002 with a degree in Anthropology and is excited to return to Bloomington after a 15 year hiatus. During her time away, she has coordinated education and outreach projects for various organizations and has worked as an advocate in the local food community in Indianapolis. Sarah worked on the Indy Winter Farmers Market management team, managing SNAP incentive programs and piloting the Fresh Bucks program. She has served on the boards of IWFM, Garfield Park Farmers Market, Fresh Bucks, and Slow Food Indy. She is proud to be associated with South Circle Farm, now part of Mad Farmers Collective, a vibrant urban vegetable farm in Indy where she has worked in various capacities since 2011 - caring for crops, selling at weekly markets, and coordinating after-school and public education programs. Sarah completed the Purdue Extension Urban Agriculture Certificate program in 2017, and worked alongside Purdue Extension to coordinate three annual Indy Harvest Rides, an urban farm bike tour and on-farm dinner. As a member of the Bloomington Community Farmers' Market and Community Garden Program team, she looks forward to supporting vendors' small businesses, broadening interest in and access to healthy, nutritious local foods, and tapping into community excitement around growing their own food.

RESPECTFULLY SUBMITTED,

Sarah S. Mullin

Sarah Mullin, Market Master/Community Garden Specialist



CITY OF BLOOMINGTON
parks and recreation

STAFF REPORT

Agenda Item: B-4
Date: 6/21/2018

Administrator
Review\Approval
PM

TO: Board of Park Commissioners
FROM: Chelsea Price
DATE: May 16 2018
SUBJECT: Kayla Lockwood Aquatics Intern Introduction

Recommendation

Introduction of Kayla Lockwood to Park board

Background

Kayla Lockwood is a senior at Indiana University majoring in Management through SPEA. Her major focuses on the public and nonprofit sector, as well as private. Additionally, she holds an associate degree in education. She is excited in this opportunity to get public sector experience as it will bring managerial skills she needs such as budgeting, staff evaluation, and knowledge of regulations. Kayla has worked for Twin Lakes Recreation Center since January 2017, where she has held positions as roaming supervisor and facility attendant. She also worked for the pools last summer as a lifeguard and is thrilled to continue working for the City of Bloomington.

RESPECTFULLY SUBMITTED,

Kayla Lockwood
Aquatics Intern



CITY OF BLOOMINGTON
parks and recreation

STAFF REPORT

Agenda Item: C-1
Date: 06-21-2018

Administrator
Review\Approval
PM

TO: Board of Parks Commissioners
FROM: Paula McDevitt, Director
DATE: June 26, 2018
SUBJECT: **REVIEW/APPROVAL OF PARTNERSHIP AGREEMENT WITH
INDIANA UNIVERSITY DEPARTMENT OF RECREATION, PARKS
AND TOURISM STUDIES/SCHOOL OF PUBLIC HEALTH**

Recommendation

Staff recommends approval of a partnership agreement with the Indiana University Department of Recreation, Parks and Tourism Studies, a department of the School of Public Health.

Background

This partnership formalizes the relationship between the City of Bloomington Parks and Recreation Department and the Indiana University Department of Recreation, Parks and Tourism Studies. For decades, the Parks and Recreation Department has informally cooperated to provide a variety of services to the School of Public Health faculty, staff and students. In return the School of Public Health, particularly RPTS, has provided opportunities for the Parks and Recreation Department's staff that has resulted in benefits to the community as a result of this mutually beneficial partnership. This partnership was first formalized in 2008. Dr. Sarah Young, Interim Chair of the Department of Recreation, Parks and Tourism Studies, is here to answer any questions. We are pleased to be continuing this long standing relationship through the attached partnership agreement.

RESPECTFULLY SUBMITTED,

Paula McDevitt
Director



COOPERATION SERVICES AGREEMENT PROGRAM/ FACILITY PARTNERSHIP

Partner(s):

This Agreement is made and entered into this ____ day of June, 2018 by and between the City of Bloomington Parks & Recreation Department (“BPRD”), and the Trustees of Indiana University on behalf of its Department of Recreation, Park and Tourism Studies (“IURPTS”).

WHEREAS, BPRD and IURPTS desire to cooperate in the pursuit of opportunities that will be of benefit to both organizations; and

WHEREAS, IURPTS is dedicated to reaching out into the Bloomington community through on-going outreach activities in an effort to serve the community; and

WHEREAS, BPRD has the ability to provide staff resources, employment opportunities and other services that benefit the IU community; and

WHEREAS, IURPTS’ purpose and goals coincide with BPRD’s purpose and goals for providing service to the community; and

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

NOW THEREFORE, the partners do mutually agree as follows:

1.0 Purpose of Agreement:

The purpose of this Agreement is to outline a program partnership which will serve as a basic understanding of the services each organization provides to the other.

2.0 Duration of Agreement:

The term of this Agreement shall begin July 1, 2018 and run through June 30, 2019. The partners may agree in writing to renew or extend the term of the Agreement.

3.0 City of Bloomington Parks & Recreation Department Agrees to:

- 3.1 Provide a list of professional staff as resources to serve as guest speakers in IURPTS classes in October 2018 for the forthcoming spring semester and March 2019 for the forthcoming fall semester.

- 3.2 Provide a list of professional staff eligible to teach (Masters Degrees and/or professional experience) as adjunct instructors for IURPTS. Provide the list in October 2018 for the forthcoming spring semester and March 2019 for the forthcoming fall semester.
- 3.3 Provide staff to serve on IURPTS boards and committees when appropriate.
- 3.4 Provide access to professional staff for student interviews and class projects generated by IURPTS professors.
- 3.5 Provide internship opportunities for qualified IURPTS students.
- 3.6 Provide seasonal job opportunities for qualified IURPTS students.
- 3.7 Include IURPTS faculty in BPRD comprehensive plan discussions.
- 3.8 Encourage future programming options that would further expand the goals of each partner.
- 3.9 Provide staffing, guidance, event and program opportunities for identified IURPTS Service Learning classes.
- 3.10 The Director of the Department will serve on the IURPTS Department National Advisory Committee through the spring of 2021.

4.0 The Indiana University Department of Recreation, Park and Tourism Studies Agrees to:

- 4.1 Coordinate class projects and interviews with BPRD staff as much in advance as possible.
- 4.2 Provide BPRD with the highest qualified internship candidates possible.
- 4.3 Collaborate with BPRD staff on faculty research efforts that would be of mutual value to both BPRD and IURPTS.
- 4.4 Provide tuition reduction for two (2) participants for the IU Executive Development Program during the term of this Agreement.
- 4.5 Provide adjunct lecture opportunities to BPRD staff members, where appropriate.
- 4.6 Provide stipends for travel, when possible, to National Recreation and Parks Association conference for selected BPRD staff to jointly staff the IURPTS exhibit hall booth.
- 4.7 Provide placement for BPRD staff in IURPTS Service Learning classes.

5.0 Terms Mutually Agreed to By All Partners:

- 5.1 The intent of this Agreement is to document a mutually beneficial partnership between BPRD and IURPTS.
- 5.2 The staff and personnel involved will at all times represent all partners to this Agreement in a professional manner and reflect the commitment of all partners to quality services and customer satisfaction.
- 5.3 The commitment of personnel, promotions, equipment and funding sources will be honored according to the timetable agreed upon by all partners.
- 5.4 This Agreement and the services provided will be re-evaluated in June 2019.

6.0 Insurance:

During the course of this Agreement, IURPTS and BPRD shall maintain General Liability insurance in a minimum amount of \$1,000,000.00 for any personal injury or product liability claim and \$2,000,000.00 in the aggregate, and Auto Liability in the amount of \$1,000,000.00 combined single limit. Prior to the commencement of the term of this Agreement, each entity shall provide the other with a certificate of insurance evidencing this coverage and naming the other as an additional insured.

7.0 Termination:

- 7.1 Termination by mutual agreement: The partners may terminate this Agreement prior to June 30, 2019 by mutual written agreement only.
- 7.2 Unilateral termination: In the event that one of the partners to this Agreement breaches any of its terms and conditions, the non-breaching partner shall serve written notice of the breach to the other partner by certified mail. The breaching partner shall then have ten (10) days from the date of mailing in which to cure the breach. If the breaching partner fails to cure the breach within ten (10) days, the non-breaching partner may, at its option and in writing, unilaterally terminate the Agreement.

8.0 Notice:

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

Bloomington Parks & Recreation	IU Department of Recreation, Park and Tourism Studies
---	--

Paula McDevitt
Director
PO Box 848
Bloomington, IN 47402
812-349-3713

Dr. David B. Allison
Dean, School of Public Health
SPH 111
Bloomington, IN 47405
812-855-1561

- 8.2 Representatives for the day-to-day operational implementation of this Agreement are:

Bloomington Parks & Recreation IURPTS

Paula McDevitt
PO Box 848
Bloomington, IN 47402
812-349-3771

Dr. Sarah Young
SPH 129
Bloomington, IN 47405
812-855-47

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

CITY OF BLOOMINGTON

Kathleen Mills, President Board of Parks Commissioners

Philippa Guthrie, Corporation Counsel

Paula McDevitt, Director, City of Bloomington, Department of Parks & Recreation

**TRUSTEES OF INDIANA UNIVERSITY
SCHOOL OF PUBLIC HEALTH**

Dr. Sarah Young, Interime Chair IU Recreation Park and Tourism Studies

Dr. David B. Allison, Dean School of Public Health

Donald Lukes, Treasurer for the IU Board of Trustees



CITY OF BLOOMINGTON
parks and recreation

STAFF REPORT

Agenda Item: C-2
Date: 6/21/2018

Administrator
Review\Approval
PM

TO: Board of Park Commissioners
FROM: Paula McDevitt, Administrator
DATE: June 26, 2018
SUBJECT: Addendum to Partnership Agreement with Centerstone

Recommendation

Staff recommends approval of the addendum to the partnership agreement with Centerstone for contracted services to provide a landscaping crew for landscaping tasks performed by the department.

Background

Due to the success of the existing park maintenance crew, Centerstone was awarded funding from the Bloomington Health Foundation to expand the partnership to provide a landscaping crew to assist the department with landscaping tasks. Centerstone will be responsible for the interviewing, hiring, supervision and payment of the crew and on-site supervisor.

The City Landscaper, Joanna Sparks and her staff will provide training, equipment and general oversight of the Centerstone landscaping crew at designated parks and landscaping sites to ensure they are maintained to the high standard under which the department operates. Currently the Landscaping is responsible for 200,000 square ft. of landscaping in 58 locations. This includes weeding, mulching, shrub and perennial installation, trash pickup, turf repair, invasive plant removal, and more. The program will be evaluated following the conclusion of the landscaping season.

RESPECTFULLY SUBMITTED,

Paula McDevitt

**ADDEMDUM
TO
COOPERATION SERVICE AGREEMENT
PROGRAM PARTNERSHIP
WITH CENTERSTONE**

(Entered in this ____ day of _____, 2018)

WHEREAS, on March 24, 2018, the City of Bloomington Department of Parks and Recreation (the “BPRD”) and Centerstone (“CS”) entered into a Cooperation Service Agreement Program Partnership (Agreement) to provide an opportunity for CS clients to work for CS in BPRD parks by combining available resources from each party to the Agreement; and

WHEREAS, CS received grant funding from the Bloomington Health Foundation; and

WHEREAS, the grant funding is to expand the scope of work with BPRD into landscaping; and

WHEREAS, BPRD is responsible for all city landscaping; and

WHEREAS, BPRD has a need for additional seasonal staff to work in the landscaping area;

NOW, THEREFORE, the parties hereto mutually agree to the following:

Article 1. To amend Section 3.0 Bloomington Parks & Recreation of the Agreement to reflect the addition of landscaping maintenance to said section as follows:

3.0 Bloomington Parks & Recreation:

3.1 The goal of BPRD is to provide well maintained parks and landscaping area for the community to enjoy.

3.2 BPRD agrees to:

1. Designate Seminary Park, Peoples Park, Butler Park, Building Trades Park, the Waldron, Hill and Buskirk Park and along Kirkwood Avenue between Indiana and Walnut Streets as sites for the park maintenance program and to designate sites for the landscaping sites for the program.
2. To provide on-site park maintenance training and on-site landscaping training for CS crew.
3. Provide maintenance equipment and supplies necessary to maintain the parks and to perform landscaping tasks.
4. Provide personal protection equipment for members for the park maintenance pilot program and for the landscaping program.
5. Pay CS invoiced amounts for labor costs of the park maintenance pilot program. Amounts not to exceed an hourly rate of \$11.61 per hour, plus Federal Insurance Contributions Act (“FICA”) tax at 30 hours per week for May 1, 2018 through November 30, 2018.

Article 2. To amend Section 4.0 of the Agreement to reflect the addition of landscaping maintenance to said section as follows:

4.0 CENTERSTONE Agrees to:

- 4.1 The goal of Centerstone is to conduct an employment placement program for park maintenance and for landscaping.
- 4.2 CS agrees to:
1. Hiring-interviews, hire, pay maintenance crew, and assume liability/risk coverage.
 2. Invoice Parks monthly for reimbursement for park maintenance only (\$11.61 per hour plus FICA tax).
 3. Transportation to the sites (People's Park, Seminary Park, Building Trades Park, Butler Park, the Waldron, Hill and Buskirk Park and along Kirkwood Avenue between Indiana and Walnut Street) and to the designated landscaping site.
 3. Provide a Supervisor to transport and supervise crew on site.
 4. Have substitute workers available to fill in or permanently take a spot on the crew.
 5. Address behavioral issues that come up at sites.
 6. Complete maintenance log daily per site.
 7. Communicate with designed park staff on issues, progress, and supply needs.

Article 3. Modification: All other terms of the Agreement (entered into on March 24, 2018) are still intact. Any other modification to said Agreement shall be in writing.

IN WITNESS WEHREOF, the parties execute this Addendum to the Agreement on the date first set forth.

CITY OF BLOOMINGTON

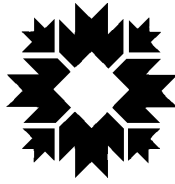
CENTERSTONE

Paula McDevitt, Director
Parks and Recreation

Suzanne Koesel, CEO

Kathleen Mills, Park Board President
Board of Park Commissioners

Philip M. Guthrie, Corporation Counsel



CITY OF BLOOMINGTON
parks and recreation

STAFF REPORT

Agenda Item: C-3
Date: 6/21/2018

Administrator
Review\Approval
PM

TO: Board of Park Commissioners
FROM: Dave Williams, Operations Director
DATE: June 6, 2018
SUBJECT: **REVIEW/APPROVAL OF CONTRACT AGREEMENT WITH BLEDSOE RIGGERT COOPER JAMES FOR BOUNDARY SURVEY.**

Recommendation

It is recommended the Board approve a contract agreement with Bledsoe Riggert Cooper and James in the amount of \$2,000 for boundary surveys at 1730 S Walnut St property and at the east field of Bryan Park off of Woodlawn Ave from tennis court parking lot to south E. Sheridan Drive. Funding source is Parks General Fund/Operations Division budget.

Background

The survey on South Walnut street property is being performed to delineate the extent of contaminated soil removal from the former “Wee Willies” and current “Night Moves” properties. The survey in Bryan Park will be performed to verify the park property boundary on east Woodlawn Ave. Provided below are two aerial photos of the property locations.

RESPECTFULLY SUBMITTED,

Dave Williams, Operations Directo

AGREEMENT BETWEEN CITY OF BLOOMINGTON PARKS AND RECREATION DEPARTMENT AND BLEDSOE RIGGERT COOPER JAMES

This Agreement, entered into on this ____ day of June, 2018, by and between the City of Bloomington Department of Parks and Recreation (the "Department"), and Bledsoe Riggert Cooper James ("Consultant").

Article 1. Scope of Services Consultant shall provide a boundary survey on the property located at 1730 S. Walnut Street, as well as a boundary survey for the east field in Bryan Park from tennis court parking lot to south E. Sheridan Drive (the "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 31, 2018, unless the parties mutually agree to a later completion date. Completion shall mean completion of all work related to the Services. In the performance of Consultant's work, Consultant agrees to maintain such coordination with the Department as may be requested and desirable, including primary coordination with 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 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 Dollars and Zero Cents (\$2,000). 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. 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 no later than December 31, 2018. The time limits established by this schedule shall not be exceeded, except for reasonable cause as mutually agreed by the parties.

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

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

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

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

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

Article 12. Insurance During the performance of any and all Services under this Agreement, Consultant shall maintain the following insurance in full force and effect: a) General Liability Insurance, with a minimum combined single limit of \$1,000,000 for each occurrence and \$2,000,000 in the aggregate; b) Automobile Liability Insurance, with a minimum combined single limit of \$1,000,000 for each person and \$1,000,000 for each accident; c) Workers' Compensation Insurance in accordance with the statutory requirements of Title 22 of the Indiana Code; and d) Professional Liability Insurance ("Errors and Omissions Insurance") with a minimum limit of \$2,000,000 annual aggregate. All insurance policies shall be issued by an insurance company authorized to issue such insurance in the State of Indiana. The City of Bloomington, the Department, and the officers, employees and agents of each shall be named as insureds under the General Liability, Automobile, and Worker's Compensation policies, and such policies shall stipulate that the insurance will operate as primary insurance and that no other insurance of the City's will be called upon to contribute to a loss hereunder. Consultant shall provide evidence of each insurance policy to the Department prior to the commencement of work under this Agreement.

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

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

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

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

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

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

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

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

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

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

Department: City of Bloomington, **Attn: Dave Williams, 401 N. Morton, Bloomington, IN 47402. Consultant: Chris Porter, 1351 West Tapp Road, Bloomington, IN 47403.** Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of the Department and Consultant.

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

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

CITY OF BLOOMINGTON

Philippa M. Guthrie, Corporation Counsel

BLEDSON RIGGERT COOPER JAMES

Marty James, Professional Surveyor

CITY OF BLOOMINGTON PARKS AND RECREATION

Paula McDevitt, Director

Kathleen Mills, 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.

Bledsoe Riggert Cooper James

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-4
Date: 6/21/2018

Administrator
Review\Approval
PM

TO: Board of Park Commissioners
FROM: Becky Higgins, Recreation Services Director
DATE: **June 26, 2018**
SUBJECT: **CONTRACT FOR SERVICES WITH BRUCE WILDS SECURITY FOR THE FOURTH OF JULY FIREWORKS**

Recommendation

Staff recommends the approval of the contract for services with Bruce Wilds Security for the Fourth of July Fireworks on Tuesday July 3rd, 2018. The funds for the contract amount not exceed is \$3776 will be from the General Fund – Bicentennial budget.

Background

Bruce Wilds and his staff have provided security for several years for the annual July Fourth parade staging area and along the parade route. We have always been very happy with his assistance. This year, for the first time, the City is working with CFC to provide downtown fireworks for the Bloomington community on Tuesday, July 3rd.

RESPECTFULLY SUBMITTED,

Becky Higgins, Recreation Services Director

**AGREEMENT
BETWEEN
CITY OF BLOOMINGTON
PARKS AND RECREATION DEPARTMENT
AND
BRUCE WILDS SECURITY
FOR
SECURITY SERVICES AT 4TH OF JULY FIREWORKS**

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

WITNESSETH:

WHEREAS, the Department wishes to hold a fireworks display for the 4th of July holiday; and

WHEREAS, the Department requires the services of a professional consultant in order to perform security services at the fireworks display (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 July 4, 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 Becky Barrick-Higgins 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 Seven Hundred Seventy Six Dollars (\$3,776). 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:

Becky Barrick-Higgins
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	Bruce Wilds Security
Attn: Becky Barrick-Higgins	Bruce Wilds
401 N. Morton, Suite 250	602 E. Waterloo Ct.
Bloomington, Indiana 47402	Bloomington, Indiana 47401

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

BRUCE WILDS SECURITY

Philippa M. Guthrie, Corporation Counsel

Bruce Wilds, Owner

CITY OF BLOOMINGTON PARKS AND RECREATION

Paula McDevitt, Director

Kathleen Mills, President,
Board of Park Commissioners

EXHIBIT A

“Scope of Work”

The Services shall include the following:

1. Providing security services with 2 staff overnight on Monday July 2, 2018 at fireworks display area.
2. Providing security services, especially patrolling perimeter of fireworks display area with 14 staff on evening of Tuesday July 3, 2018.

EXHIBIT B

“Project Schedule”

Security services will be as follows:

- 6pm July 2, 2018 until 10am July 3, 2018
- 6pm July 3, 2018 until 12am July 4, 2018

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.

Bruce Wilds Security

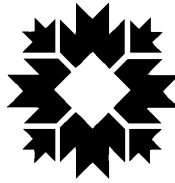
By: _____

STATE OF _____)
) SS:
COUNTY OF _____)

Before me, a Notary Public in and for said County and State, personally appeared _____ and acknowledged the execution of the foregoing this _____ day of _____, 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-5
Date: 6/22/2018

Administrator
Review\Approval
PM

TO: Board of Park Commissioners
FROM: Bill Ream, Community Events Coordinator
DATE: June 26, 2018
SUBJECT: CONTRACT FOR SERVICES WITH NEW LIFE UNITED PENTECOSTAL CHURCH

Recommendation

Staff recommends the approval of the contract for services with the New Life United Pentecostal Church. The \$200 contract fee will be covered by the GF Bicentennial budget.

Background

These services include cleaning up the area near the July 3rd fireworks location and along the downtown 4th of July parade route prior to the parade kickoff.

New Life United Pentecostal Church has performed services for the department for several years and we are very happy with their work.

RESPECTFULLY SUBMITTED,

Bill Ream

Bill Ream, Community Events Coordinator

AGREEMENT BETWEEN CITY OF BLOOMINGTON PARKS AND RECREATION DEPARTMENT AND NEW LIFE UNITED PENTECOSTAL CHURCH

This Agreement, entered into on this ____ day of _____, 2018, by and between the City of Bloomington Department of Parks and Recreation (the "Department"), and New Life United Pentecostal Church ("Consultant").

Article 1. Scope of Services Consultant shall clean up the area around the July 3rd fireworks location and along the downtown 4th of July Parade route ("Services") as directed and coordinated by the Project Manager for a fee of \$200. 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 July 30, 2018, unless the parties mutually agree to a later completion date. Completion shall mean completion of all work related to the Services. In the performance of Consultant's work, Consultant agrees to maintain such coordination with the Department as may be requested and desirable, including primary coordination with Bill Ream 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 Hundred Dollars (\$200). Consultant shall submit an invoice to the Department upon the completion of the Services described in Article 1. The invoice shall be sent to: Bill Ream, 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 Wednesday July 4th, 2018 from 6-8am. The time limits established by this schedule shall not be exceeded, except for reasonable cause as mutually agreed by the parties.

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

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

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

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

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

Article 12. Insurance During the performance of any and all Services under this Agreement, Consultant shall maintain the following insurance in full force and effect: a) General Liability Insurance, with a minimum combined single limit of \$1,000,000 for each occurrence and \$2,000,000 in the aggregate; b) Automobile Liability Insurance, with a minimum combined single limit of \$1,000,000 for each person and \$1,000,000 for each accident; c) Workers' Compensation Insurance in accordance with the statutory requirements of Title 22 of the Indiana Code; and d) Professional Liability Insurance ("Errors and Omissions Insurance") with a minimum limit of \$2,000,000 annual aggregate. All insurance policies shall be issued by an insurance company authorized to issue such insurance in the State of Indiana. The City of Bloomington, the Department, and the officers, employees and agents of each shall be named as insureds under the General Liability, Automobile, and Worker's Compensation policies, and such policies shall stipulate that the insurance will operate as primary insurance and that no other insurance of the City's will be called upon to contribute to a loss hereunder. Consultant shall provide evidence of each insurance policy to the Department prior to the commencement of work under this Agreement.

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

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

Article 15. Severability The invalidity, illegality or unenforceability of any provision of this Agreement or the occurrence of any event rendering any portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of this Agreement. Any void provision

shall be deemed severed from this Agreement, and the balance of the Agreement shall be construed and enforced as if it did not contain the particular provision to be held void. The parties further agree to amend this Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this Article shall not prevent this entire Agreement from being void should a provision which is of the essence of this Agreement be determined void.

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

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

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

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

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

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

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

Department: City of Bloomington Parks and Recreation, **Attn: Bill Ream, 401 N. Morton Suite 250, Bloomington, IN 47404. Consultant: New Life Pentecostal Church, Attn: Jorge Orellana, PO Box 58, Harrodsburg, IN 47434.** 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

NEW LIFE UNITED PENTECOSTAL CHURCH

Philippa M. Guthrie, Corporation Counsel

Jorge Orellana, Director of Student Ministries

CITY OF BLOOMINGTON PARKS AND RECREATION

Paula McDevitt, Director

Kathleen Mills, 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.

New Life United Pentecostal Church

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-6
Date: 6/21/2018

Administrator
Review\Approval
PM

TO: Board of Park Commissioners
FROM: John Turnbull, Division Director Sports
DATE: June 21, 2018
SUBJECT: REVIEW/APPROVAL OF CONTRACT WITH SCHMIDT ASSOCIATES, INC.

Recommendation

Staff recommends approval of this contract for services.

Background

This is for architectural, mechanical, and electrical design for Mills Pool and Bryan Pool improvements as part of the Parks General Obligation Bond. The amount of their services is \$27,450.000 with reimbursable expenses of mileage, printing, and any unforeseen additions. Thus I have listed the contract as not to exceed \$30,000.

These services were shopped to Water Technologies from Wisconsin first. Water Technologies did the 2000 renovation of both pools. However, they declined the project since it is too small for them and recommended Schmidt as they are the leader in pool mechanical design in this area. The price is commensurate with the scope of estimated construction of about \$223,000 once it is bid.

RESPECTFULLY SUBMITTED,

Sports Division Director

**AGREEMENT
BETWEEN
CITY OF BLOOMINGTON
PARKS AND RECREATION DEPARTMENT
AND
SCHMIDT ASSOCIATES, INC.
FOR
AQUATIC FACILITIES DESIGN 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 Schmidt Associates, Inc. (“Contractor”),

WITNESSETH:

WHEREAS, the Department wishes to have architectural, mechanical, and electrical design upgrades at Mills and Bryan Pool; and

WHEREAS, the Department requires the services of a professional architect in order to perform the 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, Contractor is willing and able to provide such Services to the Department.

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

Article 1. Scope of Services

Contractor shall provide the Services as specified in Exhibit A, “Scope of Work”, attached hereto and incorporated into this Agreement. Contractor shall diligently provide the Services under this Agreement and shall complete the Services described in this Agreement in a timely manner consistent with the Standard of Care identified in Article 2. Contractor shall complete the Services required under this Agreement on or before December 1, 2018, unless the parties mutually agree to a later completion date. Completion shall mean completion of all work related to the Services.

In the performance of Contractor’s work, Contractor agrees to maintain such coordination with the Department as may be requested and desirable, including primary coordination with John Turnbull as the Department’s Project Manager. Contractor agrees that any information or documents, including digital GIS information, supplied by the Department pursuant to Article 3, below, shall be used by Contractor for this project only, and shall not be reused or reassigned for any other purpose without the written permission of the Department.

Article 2. Standard of Care

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

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

Article 3. Responsibilities of the Department

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

Article 4. Compensation

The Department shall pay Contractor for all fees and expenses in an amount not to exceed Thirty Thousand Dollars and Zero Cents (\$30,000.00). Contractor shall submit an invoice to the Department upon the completion of the Services described in Article 1. Invoices may be sent via first class mail postage prepaid or via email. Payment will be remitted to Contractor within forty-five (45) days of receipt of invoice. The invoice shall be sent to:

John Turnbull
City of Bloomington
401 N. Morton, Suite 250
Bloomington, Indiana 47404

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

Article 5. Appropriation of Funds

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

Article 6. Schedule

Contractor shall perform the Services by December 1, 2018. The time limits established by this schedule shall not be exceeded, except for reasonable cause as mutually agreed by the parties.

Article 7. Termination

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

The Department may terminate or suspend performance of this Agreement at the Department's prerogative at any time upon written notice to Contractor. Contractor shall terminate or suspend performance of the Services on a schedule acceptable to the Department and the Department shall pay the Contractor for all the Services performed up to the date that written notice is received, plus reasonable termination or suspension expenses. Upon restart, an equitable adjustment shall be made to Contractor's

compensation and the schedule of services. Upon termination or suspension of this Agreement, all finished or unfinished reports, drawings, collections of data and other documents generated by Contractor in connection with this Agreement shall become the property of the Department, as set forth in Article 10 herein.

Article 8. Identity of the Contractor

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

Article 9. Opinions of Probable Cost

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

Article 10. Reuse of Instruments of Service

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

Article 11. Ownership of Documents and Intellectual Property

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

Article 12. Independent Contractor Status

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

Article 13. Indemnification

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

Article 14. Insurance

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

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

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

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

Article 15. Conflict of Interest

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

Article 16. Waiver

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

Article 17. Severability

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

Article 18. Assignment

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

Article 19. Third Party Rights

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

Article 20. Governing Law and Venue

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

Article 21. Non-Discrimination

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

Article 22. Compliance with Laws

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

Article 23. E-Verify

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

Contractor and any subcontractors may not knowingly employ or contract with an unauthorized alien, or retain an employee or contract with a person that the Contractor or subcontractor subsequently learns

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

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

Article 24. Notices

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

Department:

Contractor:

City of Bloomington	Charles Wilson
Attn: John Turnbull	Project Manager/Associate
401 N. Morton, Suite 250	415 Massachusetts Avenue
Bloomington, Indiana 47402	Indianapolis, IN 46204

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

Article 25. Intent to be Bound

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

Article 26. Integration and Modification

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

Article 27. Non-Collusion

Contractor is required to certify that it has not, nor has any other member, representative, or agent of Contractor, entered into any combination, collusion, or agreement with any person relative to the price

to be offered by any person nor prevented any person from making an offer nor induced anyone to refrain from making an offer and that this offer is made without reference to any other offer. Contractor shall sign an affidavit, attached hereto as Exhibit C, affirming that Contractor has not engaged in any collusive conduct. Exhibit C is attached hereto and incorporated by reference as though fully set forth.

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

CITY OF BLOOMINGTON

Schmidt Associates, Inc.

Philippa M. Guthrie, Corporation Counsel

Charles Wilson,
Project Manager/Associate

CITY OF BLOOMINGTON PARKS AND RECREATION

Paula McDevitt, Director

Kathleen Mills, President,
Board of Park Commissioners

EXHIBIT A

“Scope of Work”

The Services shall include the following:

Mills Pool

Design Construction Documents, including plans and specifications for bidding of:

Replace Auto-fill, replace valves, replace tot slide supply pipe, replace pipe hangers, install variable frequency drives, surge tank float valve, flooring in men’s shower, plumbing fixtures, add private changing areas, replace front door, install new light fixtures, replace water heater, electrical panel in equipment room, ventilation in pool equipment room, drop slide pump, pool decking to water-proof equipment room.

Bryan Pool

Design Construction Documents, including plans and specifications for bidding of:

New diving board platform, deck drain, interior and exterior lighting, plumbing fixtures, dual sump pumps in mechanical room, add private changing areas, replace water heater, valves, enclose office area.

STATE OF INDIANA)
)SS:
COUNTY OF _____)

STATE OF INDIANA)
)SS:
COUNTY OF _____)

EXHIBIT C

STATE OF _____)
) SS:
COUNTY OF _____)

NON-COLLUSION AFFIDAVIT

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

OATH AND AFFIRMATION

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

Dated this _____ day of _____, 2018.

Schmidt Associates, Inc.

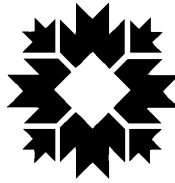
By: _____

STATE OF _____)
) SS:
COUNTY OF _____)

Before me, a Notary Public in and for said County and State, personally appeared _____ and acknowledged the execution of the foregoing this _____ day of _____, 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: 6/21/2018

Administrator
Review\Approval
PM

TO: Board of Park Commissioners
FROM: John Turnbull, Division Director Sports
DATE: June 21, 2018
SUBJECT: REVIEW/APPROVAL OF CONTRACT WITH NEIDIGH CONSTRUCTION CORPORATION

Recommendation

Staff recommends approval of this contract for services.
Funding source is the Parks General Obligation Bond.

Background

This is for construction of the new Cascades Golf Course Clubhouse.

This project has been a year in design with Tabor Bruce Architects. Bid documents were distributed and advertised starting April 27, 2018. The bid deadline was May 30, 2018. Four bids were received; Neidigh Construction \$1,155,000; Building Associates \$1,244,700; Boyle Construction \$1,299,000; Fox Construction \$1,390,000.

Add/alternate of demolition of two apartment buildings at 108 W. Clubhouse Drive has been accepted as well for the price of \$23,000.

Neidigh Construction is the most responsive and responsible bidder and we have done several projects with this firm.

RESPECTFULLY SUBMITTED,

Sports Division Director

**CONTRACT
BETWEEN
CITY OF BLOOMINGTON
PARKS AND RECREATION DEPARTMENT
AND
NEIDIGH CONSTRUCTION CORPORATION
FOR
CASCADES GOLF COURSE CLUBHOUSE**

THIS CONTRACT is executed by and between the City of Bloomington, Indiana, Parks and Recreation Department through the Board of Park Commissioners (hereinafter City), and Neidigh Construction Corporation, (hereinafter Contractor);

WITNESSETH THAT:

WHEREAS, the City desires to retain Contractor's services for the Scope of Work (more particularly described in Attachment A, "Scope of Work") ("Services"); and

WHEREAS, Contractor is capable of performing the Services as per its Bid, as set forth on the Bid Summary sheet submitted on April 27, 2018; and

WHEREAS, in accordance with Indiana Code 5-16-13 *et seq.*, incorporated herein by reference, Contractor is a Tier 1 or General Contractor for this project; and

WHEREAS, Contractor was determined to be the lowest responsible and responsive Bidder for said project.

NOW, THEREFORE, in consideration of the mutual promises hereinafter enumerated, the parties agree as follows:

ARTICLE 1. TERM

1.01 This Contract shall be effective upon execution of this Contract by all parties. In accordance with Indiana Code 5-16-13 *et seq.*, incorporated herein by reference, Contractor is a Tier 1 contractor or general contractor for this project.

ARTICLE 2. SERVICES

2.01 Contractor shall complete all work required under this Contract no later than August 31, 2019, unless the parties mutually agree to a later completion date. "Substantial Completion" shall mean completion of all work.

2.02 Contractor agrees that no charges or claims for damages shall be made by it for any delays or hindrances, from any cause whatsoever, during the progress of any portion of the services specified in the Contract. Such delays or hindrances, if any, may be compensated for by an extension of time for a reasonable period as may be mutually agreed upon between the parties, it being understood, however,

that permitting Contractor to proceed to complete any service, or any part of the services / project, after the date to which the time of completion may have been extended, shall in no way operate as a waiver on the part of the City of any of its rights herein.

ARTICLE 3. COMPENSATION

3.01 Contractor shall provide services as specified in Attachment A, “Scope of Work” (“Services”), attached hereto and incorporated into this Contract.

3.02 Contractor shall submit an invoice to the City upon the completion of the Services described in Article 3.01. Upon the submittal of an invoice, the City shall compensate Contractor in a lump sum not to exceed One Million One Hundred Seventy Eight Thousand Dollars and Zero Cents (\$1,178,000.00) within forty-five (45) days of receipt of invoice. Invoices may be sent via first class mail postage prepaid or via email. The invoice shall be sent to:

John Turnbull
City of Bloomington
401 N. Morton, Suite 250
Bloomington, Indiana 47404

The City may withhold payment, in whole or in part, to the extent necessary to protect itself from a loss on account of any of the following:

- Defective work.
- Evidence indicating the probable filing of claims by other parties against Contractor which may adversely affect the City.
- Failure of Contractor to make payments due to subcontractors, material suppliers or employees.
- Damage to the City or a third party.

Additional services not set forth in Attachment A, or changes in 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.

3.03 The submission of any request for payment shall be deemed a waiver and release by Contractor of all liens and claims with respect to the work and period to which such payment request pertains except as specifically reserved and noted on such request.

3.04 Contractor shall maintain proper account records for the scope of all Services under this Contract and provide an accounting for all charges and expenditures as may be necessary for audit purposes. All such records shall be subject to inspection and examination by the City’s representatives during reasonable business hours.

3.05 Division Director of Sports

The Division Director of Sports or his/her designee shall act as the City’s representative and assume all duties and responsibilities and have all the rights and authority assigned to the Division Director in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

ARTICLE 4. GENERAL PROVISIONS

4.01 Contractor agrees to indemnify and hold harmless the City and its officers, agents, officials and employees for any and all claims, actions, causes of action, judgments and liens arising out of any negligent act or omission by Contractor or any of its officers, agents, officials, employees, or subcontractors or any defect in materials or workmanship of any supply, materials, mechanism or other product or service which it or any of its officers, agents, officials, employees, or subcontractors has supplied to the City or has used in connection with this Contract and regardless of whether or not it is caused in part by a party indemnified herein. Such indemnity shall include attorney's fees and all costs and other expenses arising therefrom or incurred in connection therewith and shall not be limited by reason of the enumeration of any insurance coverage required herein.

Contractor shall indemnify and hold harmless the City and its officers, agents, officials and employees for any and all damages, actions, costs (including, but not limited to, attorney's fees, court costs and costs of investigation), judgments, and claims by anyone for damage to property, injury or death to persons resulting from the collapse or failure of any trenches, ditches or other excavations constructed under or associated with this contract.

4.02 Abandonment, Default and Termination

4.02.01 The City shall have the right to abandon the work contracted for in this Contract without penalty. If the City abandons the work described herein, Contractor shall deliver to the City all surveys, notes, drawings, specifications and estimates completed or partially completed and these shall become the property of the City. The earned value of the work performed shall be based upon an estimate of the difference between the portion of the work performed by Contractor under this Contract and the work which Contractor was obligated to perform under this Contract. This difference shall be mutually agreed upon by the City and Contractor. The payment made to Contractor shall be paid as a final payment in full settlement of its services hereunder.

4.02.02 If Contractor defaults or fails to fulfill in a timely and proper manner its obligations pursuant to this Contract, the City may, after seven (7) days' written notice has been delivered to Contractor, and without prejudice to any other remedy it may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due to Contractor. In the alternative, the City may, at its option, terminate this Contract and take possession of the site and of all materials, equipment, tools and construction equipment and machinery thereon owned by Contractor, and may finish the project by whatever method it may deem expedient, and if such action exceeds the unpaid balance of the sum amount, Contractor or its surety, shall pay the difference to the City.

4.02.03 Default: If Contractor breaches this Contract or fails to perform the work in an acceptable manner, it shall be considered in default. Any one or more of the following will be considered a default:

- Failure to begin the work under this Contract within the time specified.
- Failure to perform the work with sufficient supervision, workers, equipment and materials to insure prompt completion of said work within the time limits allowed.
- Unsuitable performance of the work as determined by Director or his/her representative.
- Neglecting or refusing to remove defective materials or failure to perform anew such work as shall have been rejected.
- Discontinuing the prosecution of the work or any part of it.
- Inability to finance the work adequately.

- If, for any other reason, Contractor breaches this Contract or fails to carry on the work in an acceptable manner.

4.02.04 The City shall send Contractor a written notice of default. If Contractor, or its Surety, within a period of ten (10) days after such notice, fails to remedy the default, then the City shall have full power and authority, without violation of the Contract, to take the prosecution of the work out of the hands of Contractor, to appropriate or use any or all materials and equipment on the ground as may be suitable and acceptable, and may, at its option, turn the work over to the Surety, or enter into an Contract with another Contractor for the completion of the Contract according to the terms and provisions thereof, or the City may use such other methods as, in its opinion, shall be required for the completion of this Contract in an acceptable manner.

4.02.05 All cost of completing the work under this Contract shall be deducted from the monies due or which may become due to said Contractor. In case the expenses so incurred by the City shall be less than the sum which would have been payable under the Contract if it had been completed by said Contractor, Contractor shall be entitled to receive the difference. However, in case such expense shall exceed the sum which would have been payable under the Contract, Contractor and his Surety will be liable and shall pay to the City the amount of said excess. By taking over the prosecution of the work, the City does not forfeit the right to recover damages from Contractor or its Surety for failure to complete the work in the time specified.

4.02.06 Notwithstanding any other provision of this Contract, if funds for the continued fulfillment of the Contract by the City are at any time not forthcoming or are insufficient, through failure of any entity to appropriate the funds or otherwise, then the City shall have the right to terminate this Contract without penalty by giving prior written notice documenting the lack of funding in which instance, unless otherwise agreed to by the parties, this Contract shall terminate and become null and void.

4.02.07 The City agrees that it will make its best effort to obtain sufficient funds, including but not limited to, incorporating in its budget for each fiscal period during the term hereof a request for sufficient funds to meet its obligations hereunder in full.

4.03 Successors and Assigns

4.03.01 Both parties agree that for the purposes of this Contract, Contractor shall be an Independent Contractor and not an employee of the City.

4.03.02 No portion of this Contract shall be sublet, assigned, transferred or otherwise disposed of by Contractor except with the written consent of the City. Consent to sublet, assign, transfer, or otherwise dispose of any portion of this Contract shall not be construed to relieve Contractor of any responsibility of the fulfillment of this Contract.

4.04 Extent of Contract: Integration

4.04.01 This Contract consists of the following parts, each of which is as fully a part of this Contract as if set out herein:

1. This Contract and its Attachments.
2. All Written Amendments and other documents amending, modifying, or supplementing the Contract Documents which may be delivered or issued after the Effective Date of the Contract and are not attached hereto.
3. All Addenda to the Bid Documents.

4. The Invitation to Bidders.
5. The Instructions to Bidders.
6. The Special Conditions.
7. All plans as provided for the work that is to be completed.
8. The General Conditions.
9. The Specifications.
10. Contractor's submittals.
11. The Performance and Payment Bonds.
12. The Escrow Contract.
13. Request for Taxpayer Identification number and certification: Substitute W-9.

4.04.02 In resolving conflicts, errors, discrepancies and disputes concerning the Scope of Work to be performed by Contractor, and other rights and obligations of the City and Contractor, the document expressing the greater quantity, quality or other scope of work in question, or imposing the greater obligation upon Contractor and affording the greater right or remedy to the City shall govern; otherwise the documents shall be given precedence in the order as enumerated above.

4.05 Insurance

4.05.01 Contractor shall, as a prerequisite to this Contract, purchase and thereafter maintain such insurance as will protect it from the claims set forth below which may arise out of or result from Contractor's operations under this Contract, whether such operations be by Contractor or by any Subcontractors or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

Coverage

Limits

A.	Worker's Compensation & Disability	Statutory Requirements
B.	Employer's Liability Bodily Injury by Accident	\$100,000 each accident
	Bodily Injury by Disease	\$500,000 policy limit
	Bodily Injury by Disease	\$100,000 each employee
C.	Commercial General Liability (Occurrence Basis) Bodily Injury, personal injury, property damage, contractual liability, products-completed operations, General Aggregate Limit (other than Products/Completed Operations)	\$1,000,000 per occurrence and \$2,000,000 in the aggregate
	Products/Completed Operation	\$1,000,000
	Personal & Advertising Injury Limit	\$1,000,000
	Each Occurrence Limit	\$1,000,000
	Fire Damage (any one fire)	\$50,000
D.	Comprehensive Auto Liability (single limit, owned, hired and non-owned)	\$1,000,000 each accident
	Bodily injury and property damage	
E.	Umbrella Excess Liability	\$5,000,000 each occurrence and aggregate
	The Deductible on the Umbrella Liability shall not be more than	\$10,000

4.05.02 Contractor's comprehensive general liability insurance shall also provide coverage for the following:

- Premises and operations;
- Contractual liability insurance as applicable to any hold-harmless Contracts;

- Completed operations and products; which also must be maintained for a minimum period of two (2) years after final payment and Contractor shall continue to provide evidence of such coverage to the City on an annual basis during the aforementioned period;
- Broad form property damage - including completed operations;
- Fellow employee claims under Personal Injury; and
- Independent Contractors.

4.05.03 With the prior written approval of the City, Contractor may substitute different types or amounts of coverage for those specified as long as the total amount of required protection is not reduced.

4.05.04 Certificates of Insurance showing such coverage then in force (but not less than the amount shown above) shall be on file with the City prior to commencement of work. These Certificates shall contain a provision that coverage afforded under the policies will not be canceled or non-renewed until at least sixty (60) days' prior written notice has been received by the City. The City shall be named as an additional insured on the Commercial General Liability, Automobile Liability, and Umbrella Excess Liability policies. Contractor shall agree to a waiver of subrogation on its Worker's Compensation policy.

4.06 Necessary Documentation

Contractor certifies that it will furnish the City any and all documentation, certification, authorization, license, permit or registration required by the laws or rules and regulations of the City of Bloomington, the State of Indiana and the United States. Contractor further certifies that it is now and will maintain in good standing with such governmental agencies and that it will keep its license, permit registration, authorization or certification in force during the term of this Contract.

4.07 Applicable Law

Contractor agrees to comply with all federal, state, and local laws, rules and regulations applicable to Contractor in performing work pursuant to this Contract, including, but not limited to, discrimination in employment, prevailing wage laws, conflicts of interest, public notice, accounting records and requirements. This Contract shall be governed by the laws of the United States, and the State of Indiana, and by all Municipal Ordinances and Codes of the City of Bloomington. Venue of any disputes arising under this Contract shall be in the Monroe Circuit Court, Monroe County, Indiana.

4.08 Non-Discrimination

4.08.01 Contractor and subcontractors shall not discriminate against any employee or applicant for employment, to be employed in the performance of this Contract, with respect to hire, tenure, terms, training, conditions or privileges of employment, because of race, sex, color, religion, national origin, ancestry, disability, sexual orientation, gender identity, veteran status or housing status. Breach of this covenant may be regarded as a material breach of the Contract.

4.08.02 Contractor certifies for itself and all its subcontractors compliance with existing laws of the State of Indiana and the United States regarding:

Prohibition of discrimination in employment practices on the basis of race, sex, color, religion, national origin, ancestry, disability, sexual orientation, gender identity, veteran status, housing status, or any other legally protected classification;

The utilization of Minority and Women Business Enterprises. Contractor further certifies that it:

- a. Has formulated its own Affirmation Action plan for the recruitment, training and employment of minorities and women, including goals and timetable; which has been approved by the City's Contract Compliance Officer.
- b. Encourages the use of small business, minority-owned business and women-owned business in its operations.

4.08.03 FURTHER, PURSUANT TO INDIANA CODE § 5-16-6-1, CONTRACTOR AGREES:

- A) That in the hiring of employees for the performance of work under this Contract or any sub Contract hereunder, no contractor, or subcontractor, nor any person acting on behalf of such Contractor or subcontractor, shall by reason of race, sex, color, religion, national origin, ancestry, or any other legally protected classification, discriminate against any citizen of the State of Indiana who is qualified and available to perform the work to which the employment relates.
- B) That no contractor, subcontractor, or any person on their behalf, shall, in any manner, discriminate against or intimidate any employee hired for performance of work under this Contract on account of race, religion, color, sex, national origin, ancestry, or any other legally protected classification.
- C) That there may be deducted from the amount payable to Contractor, by the City, under this Contract, penalty of Five Dollars (\$5.00) for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of this Contract. Any such person discriminated against retains the right to file a discrimination complaint with the appropriate civil rights agency or court.
- D) That this Contract may be canceled or terminated by the City and all money due or to become hereunder may be forfeited, for a second or any subsequent violations of the terms or conditions under this section of the Contract.

4.09 Workmanship and Quality of Materials

4.09.01 Contractor shall guarantee the work for a period of one (1) year from the date of Substantial Completion. Failure of any portion of the work within one (1) year due to improper construction, materials of construction, or design may result in a refund to the City of the purchase price of that portion which failed or may result in the forfeiture of Contractor's Performance Bond.

4.09.02 OR EQUAL: Wherever in any of the Contract Documents an article, material or equipment is defined by describing a proprietary product, or by using the name of a manufacturer or vendor, the term "Or Equal" or the term "The Equivalent" if not inserted, shall be implied, and it is done for the express purpose of establishing a basis of durability and efficiency and not for the purpose of limiting completion. Whenever material or equipment is submitted for approval as being equal to that specified, the submittal shall include sufficient information and data to demonstrate that the material or equipment conforms to the Contract requirements. The decision as to whether or not such material or equipment is equal to that specified shall be made by the Director. The approval by the Director of alternate material

or equipment as being equivalent to that specified, shall not in any way relieve Contractor of responsibility for failure of the material or equipment due to faulty design, material, or workmanship, to perform the function required by the Contract Documents. Specifications as determined by other entities within the City of Bloomington such as City Utilities shall only be substituted or changed upon prior written approval of the Director.

4.09.03 The City shall be the sole judge of the sufficiency of workmanship and quality of materials. Disputes shall be resolved by the Director and are not subject to arbitration.

4.10 Safety

Contractor shall be responsible for the safety of employees at all times and shall provide all equipment necessary to insure their safety. Contractor shall ensure the enforcement of all applicable safety rules, regulations, ordinances and laws, whether federal, state or local. Contractor's Superintendent of Safety shall make daily inspections upon the arrival and leaving of the site at the close of each workday.

4.10.01 Contractor is required to comply with IOSHA regulations 29 C.F.R 1926, Subpart P, Excavations for all trenches of at least five (5) feet in depth. All cost for trench safety systems shall be the responsibility of the Contractor and included in the cost of the principal work with which the safety systems are associated. Contractor shall sign an affidavit, attached as Attachment E, affirming that Contractor shall maintain compliance with IOSHA requirements for excavations of at least five (5) in depth.

4.11 Amendments/Changes

4.11.01 Except as provided in Paragraph 4.11.02, this Contract may be amended only by written instrument signed by both the City and Contractor.

4.11.02 Without invalidating the Contract and without notice to any surety, the City may, at any time or from time to time, order, in writing, additions, deletions, or revisions in the work. Upon receipt of any such document, Contractor shall promptly proceed with the work involved, which will be performed under the applicable conditions of the Contract Documents.

4.11.03 If Contractor believes that any direction of the City under paragraph 4.11.02, or any other event or condition, will result in an increase in the Contract time or price, he shall file written notice with the City no later than twenty (20) calendar days after the occurrence of the event giving rise to the claim and stating the general nature of the claim with supporting data. No claim for any adjustment of the Contract time or price will be valid if not submitted in accordance with this Paragraph.

4.11.04 Contractor shall carry on the work and adhere to the progress schedule during all disputes or disagreement with the City. No work shall be delayed or postponed pending resolution of any dispute or disagreement except as Contractor and the City may otherwise agree in writing.

4.12 Performance Bond and Payment Bond

4.12.01 For contracts in excess of \$100,000, Contractor shall provide the City with a Performance Bond and a Payment Bond in the amount of one hundred percent (100%) of the contract amount.

4.12.02 Failure by Contractor to perform the work in a timely or satisfactory fashion may result in forfeiture of Contractor's Performance Bond.

4.12.03 If the Surety on any bond furnished by Contractor becomes a party to supervision, liquidation, or rehabilitation action pursuant Indiana Code 27-9 et seq. or its right to do business in the State of Indiana is terminated, Contractor shall, within thirty (30) calendar days thereafter, substitute another bond and surety, both of which must be acceptable to the City.

4.13 Payment of Subcontractors

Contractor shall pay all subcontractors, laborers, material suppliers and those performing services to Contractor on the project under this Contract. The City may, as a condition precedent to any payment hereunder, require Contractor to submit satisfactory evidence of payments of any and all claims of subcontractors, laborers, material suppliers, and those furnishing services to Contractor. Upon receipt of a lawful claim, the City shall withhold money due to Contractor in a sufficient amount to pay the subcontractors, laborers, material suppliers, and those furnishing services to Contractor.

4.14 Written Notice

Written notice shall be considered as served when delivered in person or sent by mail to the individual, firm, or corporation, or to the last business address of such known to Contractor who serves the Notice. Notice shall be sent as follows:

To City		To Contractor	
City of Bloomington		Neidigh Construction Corporation	
Attn: John Turnbull		Kent Kimmel, Project Manager	
401 N. Morton, Suite 250		2220 West Fountain Drive	
Bloomington, Indiana 47402		Bloomington, IN 47404	

4.15 Severability and Waiver

In the event that any clause or provision of this Contract is held to be invalid by any court of competent jurisdiction, the invalidity of such clause or provision shall not affect any other provision of this Contract. Failure of either party to insist on strict compliance with any provision of this Contract shall not constitute waiver of that party's right to demand later compliance with the same or other provisions of this Contract.

4.16 Notice to Proceed

Contractor shall not begin the work pursuant to the "Scope of Work" of this Contract until it receives an official written Notice to Proceed from the City. Contractor shall start active and continuous work on the Contract within fifteen (15) calendar days after the date of the Notice to Proceed. In no case shall work begin prior to the date of the Notice to Proceed. If a delayed starting date is indicated in the proposal, the fifteen (15) calendar day limitation will be waived. Work day charges will then begin on a date mutually agreed upon, but not later than the delayed starting date specified. In the event that any Contract is canceled after an award has been made but prior to the issuing of the Notice to Proceed, no reimbursement will be made for any expenses accrued relative to this contract during that period.

4.17 Steel or Foundry Products

4.17.01 To comply with Indiana Code 5-16-8, affecting all contracts for the construction, reconstruction, alteration, repair, improvement or maintenance of public works, the following provision shall be added: If steel or foundry products are to be utilized or supplied in the performance of any contract or subcontract, only domestic steel or foundry products shall be used. Should the City feel that

the cost of domestic steel or foundry products is unreasonable, the City will notify Contractor in writing of this fact.

4.17.02 Domestic Steel products are defined as follows:

“Products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated or otherwise similarly processed, or processed by a combination of two (2) or more of such operations, from steel made in the United States by open hearth, basic oxygen, electric furnace, Bessemer or other steel making process.”

4.17.03 Domestic Foundry products are defined as follows:

“Products cast from ferrous and nonferrous metals by foundries in the United States.”

4.17.04 The United States is defined to include all territory subject to the jurisdiction of the United States.

4.17.05 The City may not authorize or make any payment to Contractor unless the City is satisfied that Contractor has fully complied with this provision.

4.18 Verification of Employees’ Immigration Status

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

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

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

4.19 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 Contract 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 Attachment C, affirming that Consultant has not engaged in any collusive conduct. Attachment C is attached hereto and incorporated by reference as though fully set forth.

4.20 Drug Testing Plan

In accordance with Indiana Code 4-13-18 as amended, the Contractor was required to submit with his/her bid a written drug testing policy for a public works project that is estimated to cost \$150,000 or more. Among other things, the law sets forth specific requirements that must be in the plan for a program to test the employees of the Contractor and Subcontractors for drugs. The successful Contractor must comply with all provisions of the statute. This contract is subject to cancellation if Contractor fails to implement its testing program during the term of this contract, fails to provide information regarding this testing at the request of the City; or provides false information to the City regarding Contractor's employee drug testing program. Contractor shall sign an affidavit, attached as Attachment D, affirming that Contractor has and shall implement Contractor's employee drug testing program throughout the term of this project.

ARTICLE 5. RETAINAGE

For contracts in excess of \$100,000, the City requires that retainage be held set out below.

5.01 Escrow Agent

The retainage amount withheld shall be placed in an escrow account. First Financial Bank, Bloomington, Indiana, shall serve as the escrow agent.

5.02 Retainage Amount

The escrow agent, the City, and Contractor shall enter into a written escrow Contract. Under that Contract, the City shall withhold five percent (5%) of the dollar value of all work satisfactorily completed until the Contract work is complete. The escrow agent shall invest all escrowed principal in obligations selected by the escrow agent. The escrow agent shall be compensated for the agent's services by a reasonable fee, agreed upon by the parties, that is comparable with fees charged for the handling of escrow accounts of similar size and duration. The fee shall be paid from the escrow income. The escrow agent's fee may be determined by specifying an amount of interest the escrow agent will pay on the escrowed amount, with any additional earned interest serving as the escrow agent's fee. The escrow Contract may include other terms and conditions as deemed necessary by the parties.

5.03 Payment of Escrow Amount

The escrow agent shall hold the escrowed principal and income until receipt of the notice from the City and Contractor that the Contract work has been substantially completed to the reasonable satisfaction of the City, at which time the City shall pay to the Contractor the balance to be paid under this

Contract and execute such documents as are necessary to authorize the escrow agent to pay to the Contractor the funds in the escrow account, including both specifying the part of the escrowed principal to be released from the escrow and the person to whom that portion is to be released. After receipt of the notice, the escrow agent shall remit the designated part of the escrowed principal and the escrowed income, minus the escrow agent's fees, to the person specified in the notice. However, nothing in this section shall prohibit the City from requiring the escrow agent to withhold amounts necessary to complete minor items of the Contract, following substantial completion of the Contract in accordance with the provisions of paragraph 5.04.

5.04 Withholding Funds for Completion of Contract

If, upon substantial completion of the Contract, there still remains minor Contract work that needs to be completed, or minor Contract work that needs to be performed to the satisfaction of the City, the City may direct the escrow agent to retain in the escrow account, and withhold from payment to the Contractor, an amount equal to two hundred percent (200%) of the value of said work. The value of said work shall be determined by the architect/Director. The escrow agent shall release the funds withheld under this section after receipt of notice from the City that all work on the Contract has been satisfactorily completed. In the event that said work is not completed by the Contractor, but by the City or another party under contract with the City, said funds shall be released to the City.

IN WITNESS WHEREOF, the parties of this Contract have hereunto set their hands.

DATE: _____

City of Bloomington

Contractor

Board of Park Commissioners

BY:

BY:

Kathleen Mills, President

Contractor Representative

Paula McDevitt, Director

Printed Name

Philippa M. Guthrie, Corporation Counsel

Title of Contractor Representative

ATTACHMENT A
“SCOPE OF WORK”

CASCADES GOLF COURSE CLUBHOUSE

This project shall include, but is not limited to the following:

Add/alternate #1 which is the demolition of 108 W. Clubhouse Drive apartment building #104 and #106; also #108, #110, and #112 on Parcel #52-05-21-300-00,00-005. Approximately 100 square feet and 2,768 square feet to enfold the building and contents on itself and leave at surface grade.

Demolition of old clubhouse and banquet room at Cascades Golf Course.

Construction of new clubhouse and banquet room per specifications by Tabor Bruce Architecture on construction documents dated April 2018. The construction documents are indexed with categories:

General, Civil, Architectural, Structural, Interior, Plumbing, Mechanical, and Electrical

STATE OF INDIANA)
)SS:
COUNTY OF _____)

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

- Signature _____
- Printed Name _____

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____.

Printed Name of Notary Public

County of Residence: _____

ATTACHMENT C
“NON-COLLUSION AFFIDAVIT”

STATE OF _____)
) SS:
COUNTY OF _____)

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.

NEIDIGH CONSTRUCTION CORPORATION

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 _____, 20____.

Notary Public's Signature My Commission Expires: _____

Printed Name of Notary Public County of Residence: _____

	Trench Safety Measure	Units of Measure	Unit Cost	Unit Quantity	Extended Cost
A.					
B.					
C.					
D.					
				Total	\$_____

Method of Compliance (Specify) _____

Date: _____, 20____

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 _____, 20_____.

My Commission Expires: _____
Signature of Notary Public

County of Residence: _____
Printed Name of Notary Public

*Bidders: Add extra sheet(s), if needed.

If Bidder fails to complete and execute this sworn affidavit, his/her Bid may be declared nonresponsive and rejected by the **City OF BLOOMINGTON**.

ESCROW AGREEMENT

THIS ESCROW AGREEMENT is made and entered into this ____ day of _____, 2018, by and between the City of Bloomington, Indiana, Board of Park Commissioners (the "City"), and Neidigh Construction Corporation, (the "Contractor"), and First Financial Bank, an Ohio state chartered bank (the "Escrow Agent"). The City and Contractor shall be collectively referred to as the "Parties" herein.

WHEREAS, the City and Contractor entered into an Agreement dated the ____ day of _____, 2018, in the amount of \$100,000.00 or more, for the construction of a public works project (the "Construction Agreement"); and

WHEREAS, said Construction Agreement provides that portions of payments by City to Contractor shall be retained by City (the "Retainage") and shall be placed in the escrow account created hereby.

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

To the extent that the City retains funds out of payments applied for by the Contractor under the provisions of the Construction Agreement providing for payments based on the value of the work in place and the materials stored, the City shall place the funds so retained in an escrow account. Such deposit shall be made within three (3) business days after the date such payments are made to Contractor.

The Escrow Agent shall open a "Money Market" account that invests primarily in short-term, interest bearing bank deposit accounts, and/or investment grade securities and deposit said Retainage promptly into the account; however, the Escrow Agent makes no representation as to the yield of such investment and will not bear liability for any delays in depositing the Retainage or for any failure to achieve the maximum possible yield from such Deposit.

The income from and earnings on and all gains derived from the investment and reinvestment of the funds (escrow income) shall be held in the escrow account. The Escrow Agent shall deposit all funds and hold all investments in a specific escrow fund so that a quarterly accounting can and shall be made to the Contractor of all investments made in such funds and all income, fees, payments, deposits, and other activities related to the escrow funds.

The Deposit, less any and all transaction or account fees or charges and out-of-pocket expenses of Escrow Agent attributable to, or incurred in connection with, the deposit thereof in accordance with the terms of this Agreement which items may be deducted by the Escrow Agent from the Deposit as set forth below (such net sum being the "Net Deposit"), will be delivered by Escrow Agent in accordance with the terms of this Escrow Agreement to the person or persons entitled thereto or, herein, to a substitute impartial party or a court of competent jurisdiction. Escrow Agent agrees to provide the Parties with copies of each monthly statement for the Escrow Account for the period for which the Deposit is held by Escrow Agent. As a condition to the delivery of any funds constituting part of the Deposit, Escrow Agent may require from the recipient a receipt therefor and, upon final payment or disposition, may require its release from any liability arising out of the execution or performance hereof, such release to be in a form reasonably satisfactory to Escrow Agent.

The Escrow Agent shall pay over the net sum held by it hereunder as follows:

The Escrow Agent shall hold all of the escrow funds and shall release the principal, Net Deposit, plus any accrued interest thereon, less any expenses, including but not limited to attorneys' fees, thereof only upon the execution and delivery to it of a Payment Certificate attached here as Exhibit A, executed by the City and by the Contractor specifying the portion or portions of the principal of the escrow funds to be released and the person or persons to whom such portions are to be released. After receipt of said Payment Certificate the Escrow Agent shall remit the designated part of escrowed principal and the same proportion of the escrowed income to the person(s) specified in the Payment Certificate. Such release of escrow funds shall be no more than thirty (30) days from the date of receipt by the Escrow Agent of the release executed by the City and Contractor.

Although statutorily entitled to a fee, the Escrow Agent agrees to waive the monthly statement fee and the monthly minimum balance.

All income earned on the escrowed principal shall be paid to the Contractor.

In lieu of the presentation of the Payment Certificate described above, any document purporting to be a certificate will be deemed by the Escrow Agent to be a proper certificate, or will suffice as a joint instruction, if it contains: (i) the name of the payee; (ii) the amount of the payment to be made; (iii) the manner of payment (i.e., by certified or cashier's check, by account-to-account transfer, or by wire transfer, whichever is applicable); and (iv) the signatures of each of the Parties hereto, excluding the Escrow Agent.

Escrow Agent will be entitled to rely upon the authenticity of any signature (and upon any facsimile of a signature as if it were an original signature) and the genuineness and/or validity of any writing received by Escrow Agent from either of the Parties pursuant to or otherwise relating to this Escrow Agreement.

Each signatory to this Escrow Agreement warrants that it has full and complete authority to enter into this Escrow Agreement.

The Escrow Agent may at any time request written instructions from the Parties with respect to the interpretation hereof or of action to be taken or suffered or not taken hereunder and, notwithstanding any other provision hereof, will be entitled to withhold (and will not be under any liability to any person for withholding) action hereunder until it has received written instructions signed by all of the Parties.

In the event of the receipt by the Escrow Agent of any notice, demand, or certificate not provided for or in compliance with this Escrow Agreement or of any inconsistent or conflicting notices or certificates, the Escrow Agent will be protected in taking no action whatsoever with reference to any such notice or demand, unless such inaction constitutes gross negligence or willful misconduct on the part of the Escrow Agent. In case of: (i) receipt of contradictory instructions from the Parties; (ii) any dispute as to any matter arising under this Agreement; or (iii) any uncertainty as to the meaning or applicability of any of the provisions hereof, Escrow Agent may, at its option at any time thereafter, deposit the Deposit and/or documents or assets then being held by it in escrow into a court having

appropriate jurisdiction, or take such affirmative steps as it may elect in order to substitute an impartial bank of comparable financial and industrial standing to hold the Deposit and/or documents and will thereby be discharged and relieved of any and all liability hereunder.

The Escrow Agent may resign at any time by giving a minimum of thirty (30) days' prior written notice of resignation to the Parties, such resignation to be effective on the date specified in such notice. The Deposit, and any other assets held by the Escrow Agent under the terms of this Escrow Agreement as of the effective date of the resignation, will be delivered to a successor escrow agent designated in writing jointly by the Parties. If no successor escrow agent has been appointed as of the effective date of the resignation, all obligations of the Escrow Agent hereunder will nevertheless cease and terminate, except that the Escrow Agent's sole responsibility thereafter will be to keep safely the Deposit then held by it and to deliver the same to a person designated by both Parties or in accordance with the direction of a final order or judgment of a court of competent jurisdiction.

The Escrow Agent has no responsibility concerning compliance by the Parties with their duties to each other under this Escrow Agreement or any other agreements. Escrow Agent will have only such duties and obligations as are specifically imposed upon it by the terms and conditions of this Escrow Agreement and no implied duties or obligations will be read into this Escrow Agreement against Escrow Agent.

The Parties, jointly and severally, agree to indemnify and hold harmless Escrow Agent from and against any and all costs including its attorney's fees, claims or damages howsoever occasioned that may be incurred by Escrow Agent acting under this Escrow Agreement or to which Escrow Agent may be put in connection with Escrow Agent acting under this Escrow Agreement arising from the Parties' willful misconduct or negligence.

In the absence of such a joint written authorization and in the absence of the termination of the Contractor as provided above, the escrowed funds shall be paid in the manner directed by a certified copy of a judgment of a court of record establishing the rights of the parties to said funds.

The account shall be a commercial money market account set up by the Escrow Agent to hold the retainage, and there shall be no fees and no minimum balance required. The account shall earn interest rate based on balances. The Parties agree to reimburse Escrow Agent for all reasonable expenses, disbursements and advances incurred or made by Escrow Agent in the performance of its duties hereunder (including reasonable fees, expenses and disbursements of its counsel).

The Escrow Agent will not be required to use its own funds in the performance of any of its obligations or duties or the exercise of any of its rights or powers, and will not be required to take any action which in Escrow Agent's reasonable judgment would cause it to incur expense or liability unless furnished with security and indemnity which it reasonably deems to be satisfactory.

This Agreement and anything done or performed hereunder by either the Contractor or City shall not be construed to prejudice or limit the claims which either party may have against the other arising out of the aforementioned Construction Agreement.

This instrument constitutes the entire agreement between the Parties regarding the duties of the Escrow Agent with respect to the investment and payment of escrow funds. The Escrow Agent is not liable to the City and Contractor for any loss or damages, other than loss or damage

directly caused by Escrow Agent's own gross negligence or willful misconduct.

This Escrow Agreement may be amended, modified, superseded, cancelled, renewed or extended, and the terms or covenants hereof may be waived only by a written instrument executed by all the Parties hereto.

This Escrow Agreement contains the entire agreement between the Parties with respect to the escrow transaction contemplated herein and may not be changed or terminated orally.

This Escrow Agreement shall be governed by the laws of the State of Indiana.

This Escrow Agreement will be binding upon and inure solely to the benefit of the Parties hereto and their respective heirs, administrators, successors and assigns, and will not be enforceable by or inure to the benefit of any third party, except any successor escrow agent. No party may assign any of its rights or obligations under this Escrow Agreement without the written consent of the other parties, except that either of the Parties may assign its rights and obligations hereunder in connection with a permitted assignment of its rights and obligations under the Agreement in which case any signatures required hereunder will be those of such assignee.

This Escrow Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed will be deemed to be an original and all of which taken together will constitute one and the same agreement. Any party so executing this Agreement by facsimile transmission shall promptly deliver a manually executed counterpart, provided that any failure to do so shall not affect the validity of the counterpart executed by facsimile transmission.

All notices, waivers, consents, approvals and other communications hereunder shall be in writing and shall be deemed to have been properly given on the date of service if delivered personally or on the date of mailing if deposited in the United States mail, first class postage prepaid, to the extent required by applicable law, and will comply with the requirements of the Uniform Commercial Code then in effect, addressed appropriately as follows:

If to City:

City of Bloomington Board of Park Commissioners
401 N. Morton Street, Suite 250
Bloomington IN 47404
Attn: Paula McDevitt, Director

First Financial Bank 536 N. College Ave.
Bloomington, IN 47404
Attn: Cindy Kinnarney

If to Contractor:

Name: _____
Address: _____
City/State: _____
Attn: _____

In Witness Whereof, the undersigned have executed this Escrow Agreement as of the day and year first above written.

CITY:
City of Bloomington, Board of Park Commissioners

By: _____
Kathleen Mills, President

CONTRACTOR:

By: _____

Printed Name: _____

Title: _____

Tax I.D. No.: _____

ESCROW AGENT:

First Financial Bank

By: _____

Printed Name: _____

Title: _____

AUTHORIZATION TO RELEASE ESCROW FUNDS
_____ (DATE)

First Financial Bank
536 N. College Avenue
Bloomington, IN 47404

Attn: Cindy Kinnarney

Ladies and Gentlemen:

Pursuant to that certain Escrow Agreement dated as of _____, 20____, by and among you as Escrow Agent and the undersigned (the "Escrow Agreement"), the undersigned hereby jointly notify and instruct you to issue a check for the balance in the Escrow Account as follows:

Escrow Account for Retainage on Project: _____
Account Holder/Contractor: _____
Primary Account Number: _____

The undersigned, in consideration of the release of funds being held by Escrow Agent, and other good and valuable consideration, receipt of which is hereby acknowledged, hereby release, acquit and forever discharge the Escrow Agent, and its employees, officers, directors, agents, accountants, attorneys and parent companies, and all directors, agents, accounts and attorneys of such parent companies and all employees, officers, and heirs, executors, administrators, successors and assigns of all of the foregoing, jointly and severally (collectively, the "Bank Parties"), of and from all and any manner of action, actions, cause and causes of action, suits, debts, dues, sums of money, accounts, bonds, bills, covenants, contracts, agreements, promises, obligations, defenses, offsets, counterclaims, damages, judgments, claims, demands and liabilities of any kind or character whatsoever, known or unknown, suspected or unsuspected, in contract or in tort, in law or in equity, that any one or more of the undersigned had, have, may have or may in the future have against any one or more of the Bank Parties arising out of the undersigned's willful misconduct or negligence.

Sincerely,

THE ESCROW PARTIES:

The City of Bloomington

Neidigh Construction Corporation

By: _____
Paula McDevitt, Director
Parks and Recreation Department

By: _____

Printed Name: _____

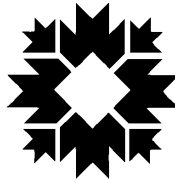
Dated: _____

Title: _____

Escrow Agent
First Financial Bank

By: _____

Printed Name and Title



CITY OF BLOOMINGTON
parks and recreation

STAFF REPORT

Agenda Item: C-8
Date: 6/21/2018

Administrator
Review\Approval
PM

TO: Board of Park Commissioners
FROM: Hsiung Marler, Sports Facility Manager
DATE: June 26, 2018
SUBJECT: CONTRACT FOR SERVICES WITH FREIJE RCS ENGINEERED SOLUTIONS FOR CONTROL PANEL AND AUTO DIALER FOR AMMONIA LEAK AND COMPRESSOR MALFUNCTION WARNING

Recommendation

Staff recommends the approval of the contract for services with Freije RSC Engineer Solutions to provide and install a call out (text/email) warning system for Frank Southern Ice Arena. Funding (\$7,392.53) for this is from the Parks General Obligation Bond.

Background

Frank Southern Ice Arena uses an in-house ammonia detection and compressor failure warning system. Lighted siren style alarms go off inside the arena. These work well when someone is inside the building. However overnight and at other closed times no staff is present to see the warning alarms.

Ammonia is a toxic chemical and earlier detection of a leak provides for a much safer environment for customers and staff.

Compressor failure can cause the ice to warm to the point where activities cease until ice temp is restored. Compressor failure can also be a potential sign of serious equipment malfunction. Earlier detection can allow staff to recognize problems before issues escalate. Currently during startup a staff person comes in nightly (often after midnight) for the sole purpose to check on the compressor. A call out system would also eliminate the need for that.

Deem Mechanical and Electrical Company provides startup, routine, and close down maintenance on the system including ammonia use and compressors. They have long recommended a call out system which would notify staff remotely of ammonia leaks or compressor failures.

RESPECTFULLY SUBMITTED,

Bill Ream, Community Events Coordinator

**AGREEMENT
BETWEEN
CITY OF BLOOMINGTON
PARKS AND RECREATION DEPARTMENT
AND
FREIJE RCS ENGINEERED SOLUTIONS
FOR
CONTROL PANEL AND AUTO DIALER FOR AMMONIA LEAK AND COMPRESSOR
MALFUNCTION WARNING**

This Agreement, entered into on this ____ day of _____, 2018, by and between the City of Bloomington Department of Parks and Recreation (the “Department”), and Freije-RSC Engineered Solutions (“Contractor”),

WITNESSETH:

WHEREAS, the Department wishes to have two ammonia sensors, one control panel, and one auto dialer for Ammonia leak and Compressor malfunction warnings; and

WHEREAS, the Department requires the services of a professional Contractor in order to perform the installation of these unit (the “Services” as further defined below); and

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

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

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

Article 1. Scope of Services

Contractor shall provide the Services as specified in Exhibit A, “Scope of Work”, attached hereto and incorporated into this Agreement. Contractor shall diligently provide the Services under this Agreement and shall complete the Services described in this Agreement in a timely manner consistent with the Standard of Care identified in Article 2. Contractor shall complete the Services required under this Agreement on or before October 1, 2018, unless the parties mutually agree to a later completion date. Completion shall mean completion of all work related to the Services.

In the performance of Contractor’s work, Contractor agrees to maintain such coordination with the Department as may be requested and desirable, including primary coordination with Hsiung Marler as the Department’s Project Manager. Contractor agrees that any information or documents, including digital GIS information, supplied by the Department pursuant to Article 3, below, shall be used by Contractor for this project only, and shall not be reused or reassigned for any other purpose without the written permission of the Department.

Article 2. Standard of Care

Contractor shall be responsible for completion of the Services in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar

circumstances (“Standard of Care”). The Department shall be the sole judge of the adequacy of Contractor’s work in meeting the Standard of Care; however, the Department shall not unreasonably withhold its approval as to the adequacy of Contractor’s performance. Upon notice to Contractor and by mutual agreement between the parties, Contractor will, without additional compensation, correct or replace any and all Services not meeting the Standard of Care.

Article 3. Responsibilities of the Department

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

Article 4. Compensation

The Department shall pay Contractor for all fees and expenses in an amount not to exceed Seven Thousand Three Hundred Ninety Two Dollars and Fifty Three Cents (\$7,392.53). Contractor shall submit an invoice to the Department upon the completion of the Services described in Article 1. Invoices may be sent via first class mail postage prepaid or via email. Payment will be remitted to Contractor within forty-five (45) days of receipt of invoice. The invoice shall be sent to:

Hsiung Marler
City of Bloomington
401 N. Morton, Suite 250
Bloomington, Indiana 47404

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

Article 5. Appropriation of Funds

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

Article 6. Schedule

Contractor shall perform the Services no later than October 1, 2018. The time limits established by this schedule shall not be exceeded, except for reasonable cause as mutually agreed by the parties.

Article 7. Termination

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

The Department may terminate or suspend performance of this Agreement at the Department’s prerogative at any time upon written notice to Contractor. Contractor shall terminate or suspend performance of the Services on a schedule acceptable to the Department and the Department shall pay the Contractor for all the Services performed up to the date that written notice is received, plus reasonable

termination or suspension expenses. Upon restart, an equitable adjustment shall be made to Contractor's compensation and the schedule of services. Upon termination or suspension of this Agreement, all finished or unfinished reports, drawings, collections of data and other documents generated by Contractor in connection with this Agreement shall become the property of the Department, as set forth in Article 10 herein.

Article 8. Identity of the Contractor

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

Article 9. Opinions of Probable Cost

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

Article 10. Reuse of Instruments of Service

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

Article 11. Ownership of Documents and Intellectual Property

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

Article 12. Independent Contractor Status

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

federal, state, or local taxes required to be withheld from employees or payable on behalf of employees.

Article 13. Indemnification

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

Article 14. Insurance

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

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

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

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

Article 15. Conflict of Interest

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

Article 16. Waiver

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

Article 17. Severability

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

Article 18. Assignment

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

Article 19. Third Party Rights

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

Article 20. Governing Law and Venue

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

Article 21. Non-Discrimination

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

Article 22. Compliance with Laws

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

Article 23. E-Verify

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

unauthorized alien. "Unauthorized alien" is defined at 8 U.S. Code 1324a(h)(3) as a person who is not a U.S. citizen or U.S. national and is not lawfully admitted for permanent residence or authorized to work in the U.S. under 8 U.S. Code chapter 12 or by the U.S. Attorney General.

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

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

Article 24. Notices

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

Department:

Contractor:

City of Bloomington	John Mills
Attn: Hsiung Marler	Industrial Account/Service Manager
401 N. Morton, Suite 250	11800 Exit Five Pkwy, Suite 106
Bloomington, Indiana 47402	Fishers, IN 46037

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

Article 25. Intent to be Bound

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

Article 26. Integration and Modification

This Agreement, including all Exhibits incorporated by reference, represents the entire and integrated agreement between the Department and the Contractor. It supersedes all prior and contemporaneous communications, representations and agreements, whether oral or written, relating to the subject matter

of this Agreement. This Agreement may be modified only by a written amendment signed by both parties hereto.

Article 27. Non-Collusion

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

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

CITY OF BLOOMINGTON

FREIJE- RSC ENGINEERED SOLUTIONS

Philippa M. Guthrie, Corporation Counsel

John Mills,
Industrial Service Manager Signatory

CITY OF BLOOMINGTON PARKS AND RECREATION

Paula McDevitt, Director

Kathleen Mills, President,
Board of Park Commissioners

EXHIBIT A

“Scope of Work”

The Services shall include the following:

Provide and install two additional GG-NH3 ammonia sensors.

Provide and install one control panel GG-2.

Provide and install one Auto Dialer for Ammonia leak and Compressor malfunction that will allow for text message warnings.

Provide and install low voltage wiring as needed for the devices.

STATE OF INDIANA)
)SS:
COUNTY OF _____)

EXHIBIT C

STATE OF _____)
) SS:
COUNTY OF _____)

NON-COLLUSION AFFIDAVIT

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

OATH AND AFFIRMATION

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

Dated this _____ day of _____, 2018.

Freije-RSC Engineered Solutions

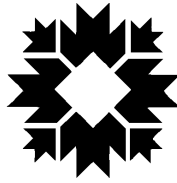
By: _____

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-9
Date: 6/21/2018

Administrator
Review\Approval
PM

TO: Board of Park Commissioners
FROM: Lee E Huss - Urban Forester
DATE: 6/26/2018
SUBJECT: Consultant agreement with Bartlett Tree Experts for public street tree injections of Ash trees to treat for Emerald Ash Borer

Recommendation

Staff recommends the approval of the contract with Bartlett Tree Experts for tree injections on public street trees to treat for Emerald Ash Bore. Funding source is Parks General Fund/Urban Forestry Budget for \$8,034.

Background

Retreatment of Ash trees from 2015 that are public street trees. Treat up to 1300 diameter inches of trees.

RESPECTFULLY SUBMITTED,

Lee E Huss
Urban Forester

**AGREEMENT
BETWEEN
CITY OF BLOOMINGTON
PARKS AND RECREATION DEPARTMENT
AND
BARTLETT TREE EXPERTS
FOR
TREE ROOT FLARE INJECTION**

This Agreement, entered into on this ____ day of June, 2018, by and between the City of Bloomington Department of Parks and Recreation (the “Department”), and Bartlett Tree Experts (“Consultant”),

WITNESSETH:

WHEREAS, the Department wishes to provide treatment for Emerald Ash Borer; and

WHEREAS, the Department requires the services of a professional consultant in order to perform the systematic root flare injection treatment (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 August 1, 2018, unless the parties mutually agree to a later completion date. Completion shall mean completion of all work related to the Services.

In the performance of Consultant’s work, Consultant agrees to maintain such coordination with the Department as may be requested and desirable, including primary coordination with Lee Huss 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 Eight Thousand Thirty Four Dollars and zero cents (\$8,034). Consultant shall submit an invoice to the Department upon the completion of the Services described in Article 1. Invoices may be sent via first class mail postage prepaid or via email. Payment will be remitted to Consultant within forty-five (45) days of receipt of invoice. The invoice shall be sent to:

Lee Huss
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	Bartlett Tree Experts
Lee Huss	Richard Barker
401 N. Morton, Suite 250	PO Box 681521
Bloomington, Indiana 47402	Indianapolis, IN 46268

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

BARTLETT TREE EXPERTS

Philippa M. Guthrie, Corporation Counsel

Richard Barker, Representative

CITY OF BLOOMINGTON PARKS AND RECREATION

Paula McDevitt, Director

Kathleen Mills, President,
Board of Park Commissioners

EXHIBIT A

“Scope of Work”

The Services shall include the following:



Client: 9109990

Printed on: 5/22/2018

Created on: 5/22/2018

Bloomington Parks & Rec
Attn: Lee Huss
401 N Morton St
Ste 250
Bloomington, IN 47404
Business: 812-349-3700
E-Mail Address: hussl@bloomington.in.gov

Bartlett Tree Experts
Richard Barker - Representative
P.O. Box 681521
Indianapolis, IN 46268
Business: 317-879-1010
Fax Number: 317-879-1021
E-Mail Address: rbarker@bartlett.com

The following program is recommended for certain trees and shrubs on your property. In addition to a thorough plant health care program, Bartlett Tree Experts recommends having a qualified arborist inspect your property periodically to assist you in identifying potential risks or hazardous conditions relating to your trees or shrubs. THIS IS NOT AN INVOICE.

Hi Lee

Here is a proposal for 1300 inches of Tree-age treatments. Let me know if you have any questions.

Pest Management

Perform a systemic root flare injection treatment to the following plant to help suppress Emerald Ash Borer.

- Ash (~1300 dia. in.) located at the various locations as directed

Product: Tree-age.

Provide 1 treatment at 8,034.00 per treatment.

Estimated Treatment Date: 6/15/2018 thru 7/11/2018.

Aug 7-11

Amount: \$8,034.00

Total Amount: \$8,034.00

EXHIBIT B

“Project Schedule”

All work to be completed by August 1, 2018.

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.

Bartlett Tree Experts

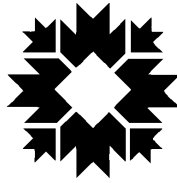
By: _____

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: 6/21/2018

Administrator
Review\Approval
PM

TO: Board of Park Commissioners
FROM: Lee E Huss - Urban Forester
DATE: 6/19/2018
SUBJECT: Consultant agreement with Bluestone Tree for public tree removal

Recommendation

Asking to utilize the services of Bluestone Tree for tree removal services for several public street trees. Funding source is Parks General Fund/Urban Forestry budget for \$10,900.

Background

Perform tree removal services at several city public street tree locations. These trees are located in high traffic areas and some close to power lines.

RESPECTFULLY SUBMITTED,

Lee E Huss
Urban Forester

**AGREEMENT
BETWEEN
CITY OF BLOOMINGTON
PARKS AND RECREATION DEPARTMENT
AND
BLUESTONE TREE, LLC
FOR
TREE REMOVALS**

This Agreement, entered into on this ____ day of June, 2018, by and between the City of Bloomington Department of Parks and Recreation (the “Department”), and Bluestone Tree, LLC (“Consultant”),

WITNESSETH:

WHEREAS, the Department wishes to remove several hazardous and dead trees; and

WHEREAS, the Department requires the services of a professional consultant in order to perform the tree removals (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 September 15, 2018, unless the parties mutually agree to a later completion date. Completion shall mean completion of all work related to the Services.

In the performance of Consultant’s work, Consultant agrees to maintain such coordination with the Department as may be requested and desirable, including primary coordination with Lee Huss 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 Ten Thousand Nine Hundred Dollars and Zero Cents (\$10,900). Consultant shall submit an invoice to the Department upon the completion of the Services described in Article 1. Invoices may be sent via first class mail postage prepaid or via email. Payment will be remitted to Consultant within forty-five (45) days of receipt of invoice. The invoice shall be sent to:

Lee Huss
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	Bluestone Tree LLC
Lee Huss	Jerad Oren
401 N. Morton, Suite 250	PO Box 345
Bloomington, Indiana 47402	Clear Creek, Indiana 47426

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

Article 25. Intent to be Bound

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

Article 26. Integration and Modification

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

Article 27. Non-Collusion

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

BLUESTONE TREE, LLC

Philippa M. Guthrie, Corporation Counsel

Jerad Oren, Owner

CITY OF BLOOMINGTON PARKS AND RECREATION

Paula McDevitt, Director


Kathleen Mills, President,
Board of Park Commissioners

EXHIBIT A

“Scope of Work”

The Services shall include the following:

Estimate #1585

Sept 15TH  Bluestone Tree

Billing Address
City Of Bloomington
301 N. Morton St.
Bloomington IN 47401 USA
hussl@bloomington.in.gov
18123275251

Contact: Lee Huss
18123275251

Service Address
City Of Bloomington
hussl@bloomington.in.gov
18123275251
Contact: Lee Huss
18123275251

Send Payment To
Bluestone, LLC
P.O. Box 345
Clear Creek IN 47426 United
States
8128243335
bloomington@bluestonetree.com

Sent 06/01/18
Total \$10,900.00
Payments \$0.00
Balance \$10,900.00

Charges

Item	Description	Unit Cost	Tax	Quantity	Line Total
Services	Remove maple tree between 917 and 919 West Kirkwood Ave. approximately 32" DBH cut stump low.	\$2,400.00		1.0	\$2,400.00
Services	Remove x4 dead Ash trees at or near the 3900 block of N. Kinser Pike. Cut stumps low, remove all debris.	\$4,900.00		1.0	\$4,900.00
Services	Remove dead spruce tree at or near route 3200 block of East Moore Pike. Cut stump low, remove all debris.	\$1,800.00		1.0	\$1,800.00
Services	Remove two sugar maple trees and all debris, cut stumps low. These trees are in front of 916 South Sheridan Dr.	\$1,800.00		1.0	\$1,800.00
Subtotal					\$10,900.00
Tax					\$0.00
Total					\$10,900.00

Notes

Terms

- 1: Our first priority is to make you happy and feel that the work done was what we agreed upon, below is some things to avoid miscommunication, but if there is an issue we will work with you to resolve it!
- 2: Due to changing conditions and rates of decline, estimates are honored for six months.
- 3: Stump grinding is for grinding of stump and roots close to main stump. Root removal, also known as chasing roots, is a much more invasive and time consuming task. This is not included in stump grinding price unless stated and agreed upon. Stumps are ground down to 8"-17" deep.
- 4: Removing excess stump chips is usually not included but can be for an additional fee.
- 5: We usually take all wood and debris unless otherwise stated. Leaving wood means it is left at the base of the tree or near it, cutting into firewood size is also a time intensive task that would be an additional charge and would not be included unless stated and agreed upon.

EXHIBIT B

“Project Schedule”

All work to be completed by September 15, 2018.

STATE OF INDIANA)
)SS:
COUNTY OF _____)

10

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.

Bluestone Tree, LLC

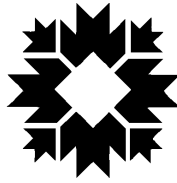
By: _____

STATE OF _____)
) SS:
COUNTY OF _____)

Before me, a Notary Public in and for said County and State, personally appeared _____ and acknowledged the execution of the foregoing this _____ day of _____, 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: 6/21/2018

Administrator
Review\Approval
PM

TO: Board of Park Commissioners
FROM: Lee E Huss - Urban Forester
DATE: 6/26/2018
SUBJECT: Consultant agreement with Trees PLE Inc. for public tree plant health care

Recommendation

Asking to utilize the services of Trees PLE Inc. for tree plant health care service for public trees. This includes insect and tree fertilization at selected sites. Funding source is Parks General Fund/Urban Forestry budget in the amount not to exceed \$6000.

Background

Utilizing the Integrated Pest Management system that the Parks Department has developed, Trees PLE Inc. will treat trees for insect control only where the health of the tree is in question. Tree fertilization for various tree to correct chlorotic conditions.

RESPECTFULLY SUBMITTED,

Lee E Huss
Urban Forester

AGREEMENT BETWEEN CITY OF BLOOMINGTON PARKS AND RECREATION DEPARTMENT AND TREES, PLE INC

This Agreement, entered into on this ____ day of June, 2018, by and between the City of Bloomington Department of Parks and Recreation (the "Department"), and Trees, PLE Inc. ("Consultant").

Article 1. Scope of Services Consultant shall provide insect control on various public trees, and provide tree fertilization to various public trees to correct chlorotic conditions "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 1, 2018, unless the parties mutually agree to a later completion date. Completion shall mean completion of all work related to the Services. In the performance of Consultant's work, Consultant agrees to maintain such coordination with the Department as may be requested and desirable, including primary coordination with Lee Huss 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 Six Thousand Dollars and Zero Cents (\$6,000). Consultant shall submit an invoice to the Department upon the completion of the Services described in Article 1. The invoice shall be sent to: Lee Huss, 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 no later than December 1, 2018. The time limits established by this schedule shall not be exceeded, except for reasonable cause as mutually agreed by the parties.

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

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

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

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

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

Article 12. Insurance During the performance of any and all Services under this Agreement, Consultant shall maintain the following insurance in full force and effect: a) General Liability Insurance, with a minimum combined single limit of \$1,000,000 for each occurrence and \$2,000,000 in the aggregate; b) Automobile Liability Insurance, with a minimum combined single limit of \$1,000,000 for each person and \$1,000,000 for each accident; c) Workers' Compensation Insurance in accordance with the statutory requirements of Title 22 of the Indiana Code; and d) Professional Liability Insurance ("Errors and Omissions Insurance") with a minimum limit of \$2,000,000 annual aggregate. All insurance policies shall be issued by an insurance company authorized to issue such insurance in the State of Indiana. The City of Bloomington, the Department, and the officers, employees and agents of each shall be named as insureds under the General Liability, Automobile, and Worker's Compensation policies, and such policies shall stipulate that the insurance will operate as primary insurance and that no other insurance of the City's will be called upon to contribute to a loss hereunder. Consultant shall provide evidence of each insurance policy to the Department prior to the commencement of work under this Agreement.

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

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

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

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

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

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

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

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

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

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

Department: City of Bloomington, Attn: Lee Huss, 401 N. Morton, Bloomington, IN 47402. **Consultant:** Trees, PLE Inc, 8080 S Strain Ridge Road, Bloomington, IN 47401. Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of the Department and Consultant.

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

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

CITY OF BLOOMINGTON

Philippa M. Guthrie, Corporation Counsel

TREES, PLE INC

Seth Inman, Owner

CITY OF BLOOMINGTON PARKS AND RECREATION

Paula McDevitt, Director

Kathleen Mills, 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.

Trees, PLE Inc

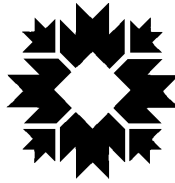
By: _____

STATE OF _____)
) SS:
COUNTY OF _____)

Before me, a Notary Public in and for said County and State, personally appeared _____ and acknowledged the execution of the foregoing this _____ day of _____, 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: D-4
Date: 6/21/2018

Administrator
Review\Approval
PM

TO: Board of Park Commissioners
FROM: Julie Ramey, Community Relations Manager
DATE: June 26, 2018
SUBJECT: BLOOMINGTON PARKS AND RECREATION DEPARTMENT NAMED A
FINALIST FOR THE NATIONAL GOLD MEDAL AWARD

Recommendation

No action by the Board of Park Commissioners is recommended at this time.

Background

The National Recreation and Park Association (NRPA) announced May 9 that the Bloomington Parks and Recreation Department is a finalist for the 2018 National Gold Medal Award for Excellence in Park and Recreation Management.

Bloomington Parks and Recreation is a finalist in the Class III category. The department, one of only 166 agencies in the U.S. accredited by the Commission for Accreditation of Park and Recreation Agencies, won the Gold Medal in 2007. Significant additions to the city's parks and programming since then -- including the completion of Phase 2 of the B-Line Trail and the start of construction on Switchyard Park -- prompted the department to renew its candidacy for this prestigious award.

Agencies are judged on their ability to address the needs of those they serve through the collective energies of community members, staff, and elected officials. Bloomington Parks and Recreation joins three other finalists in Class III: City of Evanston (Illinois) Parks, Recreation and Community Services; Greeley (Colorado) Culture, Parks and Recreation; and Lawrence (Kansas) Parks and Recreation.

A panel of five park and recreation professionals reviews and judges all application materials. The final part of the application submission is an online video that highlights how Bloomington Parks and Recreation's programs, facilities, properties, and events positively impact the community.

Gold Medal Award winners will be announced at the NRPA Annual Conference in Indianapolis on Sept. 25.

RESPECTFULLY SUBMITTED,

Julie Ramey, Community Relations Manager

16. What makes your agency “Outstanding”? Please cite 3 specific examples that capture the outstanding nature of your agency as you serve your unique community. Each example provided will be worth up to 3 points, for a total of 9 possible points. (Total maximum word count: 180)

Bloomington Parks and Recreation works to serve a variety of populations in our community. More than 300 people experiencing homelessness live in Bloomington, and they need services and jobs. Our Department partners with Centerstone, a local behavioral health care provider, to employ Centerstone clients to do maintenance work in city parks. A vulnerable population receives support and job training and the Department receives much-needed help.

A fescue field is a beautiful sight, unless you know its ugly side. A fescue monoculture provided little value to local people or wildlife, and was a haven for invasive plants. The Department acquired grants to create a five-acre, award-winning native wildflower prairie in place of the fescue field to provide food for pollinators, birds, and bats.

Bloomington is growing in a planned and positive way. The city purchased 60 acres of an overgrown, abandoned railroad switchyard and, following months of public input and planning meetings, created a Master Plan for the \$30 million Switchyard Park. From a contaminated rail yard will spring a destination park for citizens of every age and ability.

17. Tell us your story about how your agency positively impacts the community you serve. Share with us 5 actions or activities your agency has been involved with or undertaken in the past three years. Each example provided will be worth up to 2 points, for a total of 10 possible points. (Total maximum word count: 200)

We created a bioswale at our dog park to capture stormwater runoff. Native plants beautify the neighborhood, while plants filter water, preventing flooding and reducing the volume of pollutants reaching Griffy Creek.

We are partners in Get Onboard Active Living, a partnership unlike any other. Physicians identify children at risk for health problems associated with sedentary lifestyles, and GOAL provides the children and their families free behavioral, nutrition, and physical activity education, with 12 weeks of post-program support, to enact positive life-long changes.

We launched a volunteer Trail Ambassador program where trail users observe and maintain segments of multi-use trails. Trail Ambassadors liaison with the public, submit regular reports of maintenance needs and user data, and make suggestions for improving trails.

We support local farmers at our grower-only Market, and help feed needy families. Through a private foundation grant, those with food stamp benefits can exchange benefits for double their value in Market Bucks, which are used to purchase nutritious, local food at Market.

We took the summer food program and exploded it into a \$5 per week summer day camp for 80 underserved children per day. Banneker Camp includes nutritious meals along with tutoring, activity clubs and field trips.

18. There are few resources more critical than public support, citizen involvement, and staff engagement. Please identify one outstanding or innovative example for each of these three characteristics. Each example provided will be worth up to 3 points, for a total of 9 possible points (Total maximum word count: 210)

The Department had a once-in-a-lifetime opportunity to build Switchyard Park, a new, 65-acre park, from the ground up, and began the design process with statistically valid survey results from the 2015 Community Survey that indicated residents wanted us to build more trails; acquire new parks; and build Switchyard Park. Our city council unanimously approved a \$25.5 million bond issue to build the park. We launched the Switchyard Park Master Plan by collecting public input, in various ways, about the park: traditional public meetings, design charrettes, tables at the farmers' market and expos, and through websites and social media. We invited business leaders and stakeholders like the Pickleball club and skate park enthusiasts to their own design meetings to share ideas. The Bloomington Parks Foundation embraced the opportunity presented by a new destination park to support the buildout through fundraising. Department staff played key roles in the park's design, and took part in facilitated input meetings and working groups to discuss features in detail, from community events input on the performance stage, to sports division opinions on sports courts, to operations input on the placement of splash pad pumps. The entire Department full-time staff took part in creative problem solving, input, and question-and-answer sessions about Switchyard Park during day-long staff retreats.

19. Public entities have been increasingly called upon to demonstrate the results of their services and practices to decision-makers and the general public. Please share with us 3 results, impacts, or outcomes you have measured and brief background about the benefit and how the results were secured. Each example provided will be worth up to 3 points, for a total of 9 possible points (Total maximum word count: 210)

The Department reduced the number of police calls to a downtown park by 80% when it implemented a fair, multi-faceted approach to addressing nuisance behaviors in the park. Residents were unhappy with the park's unsavory reputation, and police frequently responded to incidents. We scheduled free, daily entertainment in the park, and downtown resource officers connected with marginalized individuals and helped them find services. These efforts resulted in an average 35 people per day visiting the revitalized, welcoming park.

Cost for chemical pesticides used in city parks was reduced by 29% following the adoption of an Integrated Pest Management Plan by the Department. The plan considers the health of the public and staff, and impacts to the environment, to set pest threshold levels. The plan also lays out criteria for the selection of the least toxic pesticides. Certified staff records chemical applications on our website for transparency.

A 651-kilowatt photovoltaic installation at a Department recreation center is expected to save \$79,158 a year in annual energy costs for that facility. The Department joined our city's commitment to add five megawatts of solar power in 2017 and take advantage of our state's net metering incentives. We installed solar panels that will generate 1.519 million kilowatt hours of energy in ten different parks.

20. Parks and recreation agencies have long been known for creativity and innovation. One of the desirable outcomes of the Godl Medal program is to identify these valuable efforts and approaches. Please identify and briefly explain 3 innovations implemented by your agency within the last 3 years. Each example provided will be worth up to 3 points, for a total of 9 possible points. (total maximum word count: 240).

We were invaded by the emerald ash borer and stood to lose 700+ ash trees. Chemically treating trees could save them, but treatment was costly. We didn't have the budget, but didn't want to lose biodiversity. We created a program where residents could treat public trees at their expense, to save trees they valued. We then asked a Purdue University entomologist to include Bloomington in an EAB treatment study. One hundred ash trees were included in the study, and were treated for EAB at no cost to us.

A Master Plan for our 1,194-acre nature preserve identified invasive plants as the greatest threat. The invasives were well established and required physical removal. We empowered citizens to help eliminate invasives with Adopt-an-Acre, a volunteer program that considerably expanded our resources. Volunteers "adopted" a plot of land, received training in plant identification and removal, and were provided tools to proactively remove invasive plants in their adopted areas and submit monthly reports.

IU Health is our largest health care provider. Its mission is to improve the health of its patients and community; our mission is to provide programs and services for the well-being of the community. We had different strategies and resources to accomplish our missions, so we combined forces. With a formal partnership, we leverage each other's strengths to forward the messages of wellness and healthy, active lifestyles. The partnership includes sports medicine, injury prevention, community health education, outdoor recreation, and marketing.

21. In what ways has your agency addressed the NRPA Pillar of Social Equity in the last 3 years?
(3 points) (Total maximum word count: 120)

We provide inclusion services for all Department programs, for all ages. Registrants may request a volunteer Leisure Companion for free, additional support during inclusive activities. We have spent \$256,000 in grants used principally for low-income areas to renovate a community center and build a new playground at a government housing complex. We serve free meals to 80 children per day during the summer, and provide free afterschool programming for a Title I school. We have awarded \$51,049 in scholarships since 2015 to ensure all youth have access to our programs. We also conducted an environmental site assessment to identify potential environmental contamination of land adjoining a new park prior to leasing the parcel to a developer for affordable housing.

22. In what ways has your agency addressed the NRPA Pillar of Health and Wellness in the last 3 years? (3 points) (Total maximum word count: 120)

The Plant a Row for the Hungry campaign at the farmers' market and community gardens encourages gardeners to plant extra rows and donate fresh, healthy food for hungry families. Since 2015 we have distributed 82,500 pounds of produce. Summer campers visit the farmers' market weekly to buy nutritious, local fruits and vegetables for snacks, and campers have daily minimum physical activity times. Community events include physical activity and wellness components with activities like yoga, and free health screenings. Our free, 3-season walking club incorporates monthly Walk with a Doc with physicians who encourage heart-healthy lifestyles. We partner with healthcare providers for low-cost well checks three times annually. Our mayor joined the NRPA's 10-minute walk parks advocacy campaign in 2017.

23. In what ways has your agency addressed the NRPA Pillar of Conservation in the last 3 years? (3 points) (Total maximum word count: 120)

Leonard Springs Nature Day brings every local sixth-grader to a park for a day of natural resources education based on state science standards. Since 2015, 4,451 students have learned to care for the environment. We built chimney swift towers and monarch waystations to enhance wildlife and pollinator habitat. Our Naturalist at the Market connects visitors to nature with interactive environmental activities. In 2017 we installed solar panels to generate 66% of our energy needs at 11 facilities with renewable energy. Our Integrated Pest Management plan, adopted in 2016, calls for us to minimize our use of pesticides. Following years of data collection, we made the decision to protect native plants in our largest park with a deer cull in 2017.

24. What challenges has your community and/or agency experienced over the past 3 years and what steps or actions have you taken to resolve these challenges? Include agency role with the challenge, types of actions/steps taken, and effectiveness of approach. (3 points) (Total maximum word count: 210)

At least 48 people in our county have died of heroin and opioid overdoses since 2015. First responders in Bloomington were called for 27 overdoses in one week last June. Most overdoses occurred downtown, and our Department was drawn into a community-wide search for solutions to a complex crisis. We joined civic leaders on the Downtown Safety Civility and Justice Task Force to address the issues of illegal activity, safety, and improper use of parks intended for the entire community. We installed security cameras to deter illegal activity, offered free programming in the most affected park, and relocated the needle exchange program that took place there. These, with the support of downtown resource officers who connected those experiencing homelessness or addiction find social services, resulted in an 80% reduction in the number of police calls to the park. We partnered with Centerstone, an organization providing substance abuse treatment, to place clients in park maintenance jobs. Following a successful pilot season where 3 of 5 clients completed the program, we created a job corps to hire 30 people challenged with addiction and recovery issues. We also entered into a 99-year, \$1 lease of land adjacent to a new park to a developer who is building affordable housing units on the parcel.

EXECUTIVE SUMMARY

Bloomington Parks and Recreation Department 2016-2020 Master Plan

A critical component of the Bloomington Parks and Recreation Master Plan is civic engagement. Through public meetings, stakeholder interviews, surveys, benchmark community analysis, and national trend research, the Bloomington Parks and Recreation Department Master Plan project team identified six goals that will advance community needs and reflect national trends in parks and recreation. The Master Plan details these six goals and provides suggestions for policy and long-range actions that the Bloomington Parks and Recreation Department should take in order to achieve these goals. To be successful, the Plan will require the commitment and resources of the Department, City, other government agencies, local businesses, user groups, and the general population.

The foundation of Bloomington Parks and Recreation is built on the Department's mission.

Bloomington Parks and Recreation Mission

The Bloomington Parks and Recreation Department will provide essential services, facilities, and programs necessary for the positive development and well-being of the community through the provision of parks, greenways, trails, and recreational facilities while working in cooperation with other service providers in the community in order to maximize all available resources.

Master Plan Goals

Six goals emerged from the community engagement and research process as the basis for future action for Bloomington's Parks and Recreation Master Plan, and in alignment with the Department's mission. The six goals are:

1. **Maintain and Provide Safe Existing Parks, Trails, and Facilities**
There is a clear preference for spending tax revenue on maintaining or enhancing existing park and recreation facilities.
2. **Expand Department Trail System to Improve Connectivity with Other Active Design Assets**
There is very strong support for the continued maintenance of the Department's current trails, and the expansion of these trails to better connect the community to park facilities.



The planned expansion of the Jackson Creek Trail aligns with this Master Plan's goal of improving and expanding trails.

3. **Position Department Activities, Programs, and Partnerships to Positively Impact Community Health**

The community expects the Department to play a role in maintaining community health. Promotion of community health by the Department can play a significant role in the quality of life for Bloomington residents.

4. **Continue to Provide and Promote High-Quality Programs, Events, and Recreational Opportunities**

Programs and events provided by the Department are very well received by the community. Programs and events recorded nearly 1 million participations per year between 2010 and 2013.

5. **Be Responsive to Development and Redevelopment Opportunities that Enhance the Park System**

The city's east side, which lacks community parks and sports parks, is the location of a new hospital. The Department must pursue partnerships with the hospital and school system to address this service gap.

6. **Consider Adding or Repositioning Department Resources so the Department Can Achieve Its Master Plan Goals**

The Department has a small workforce for its expanding maintenance and program needs. More FTEs are needed for the Department to maintain its reputation as a quality service provider.

The goals in this Master Plan align with the Department's mission, making the goals relevant to the Department in carrying out its purpose for the community. The strategic direction from the Master Plan focuses energy, commitment, and resources of the municipality, other departments, local businesses, and user groups to revitalize and maintain parks, recreation facilities, and programs.

Implementation of the specific policies and actions in this plan requires annual action planning and follow-through. Each program area's SMART (specific, measurable, achievable, results-focused, time-bound) goals are reviewed every year, and included in an Annual Action Plan. The review occurs prior to budget development, since the framework for several of the goals is tied directly to increases in funding. The Board of Park Commissioners also weighs in on the annual review. The Annual Action Plan allows the Department to make mid-course adjustments in order to make the most effective use of resources.



Survey respondents indicated the Farmers' Market is the program that contributes the most to their overall health.



Programs for youth, such as swimming lessons, are viewed as important services the Department provides to the community.



The Department operates with FTEs well below the number of most benchmark communities.

Annual Action Plans and their associated SMART goals are entered and tracked through Trello, a web-based project management application that is flexible, adaptable, and accessible to all staff. Trello tracks progress through the program-level development of strategies and initiatives, and identifies not only specific tasks but also the individuals responsible for leading them. During the first year of goal tracking and evaluation through Trello, the Parks and Recreation Department accomplished 120 of 153 strategies created to accomplish the Master Plan Goals. The Department lists an additional 251 tasks and strategies in Trello for the current year to continue its progress toward achieving Master Plan Goals.

Alternatives

Fiscal realities lead to the continuous rebalancing of priorities, and their associated expenditures. The Master Plan reduces economic uncertainty with three flexible alternatives that can be adapted based on available resources.

The **FISCALLY CONSTRAINED alternative** refocuses and makes the most of existing resources, the primary goal for the Department being to maintain services and major facilities.

The **ACTION alternative** includes strategically enhancing existing programs, beginning new programs, adding new positions, or making other strategic changes that require additional operational or capital funding.

The **VISION alternative** is fiscally unconstrained but can help provide policy guidance by illustrating the ultimate goals of the community and by providing a long-range look to address future needs and deficiencies.

Moving Forward

The Bloomington Parks and Recreation Department Master Plan identifies the goals that the Department will use to implement its Annual Action Plan, which includes reviewing potential initiatives for the next five years, and establishing a deliberate, planned annual process of evaluating the current year's action plan. Through the use of Trello, and quarterly Goals and Growth conversations between staff and supervisors that focus on each individual's understanding of and contributions to the Master Plan, the Department tracks progress toward achieving the Master Plan goals and to meeting the myriad needs of our unique community.



Maintenance of existing facilities, like this historic limestone picnic shelter, is clearly the Department's top priority.



New parks like the \$30 million Switchyard Park feature prominently in Goal #5 of the 2016-2020 Master Plan.



The Department will continue to provide high-quality sports and recreation opportunities to the community.