



**CITY OF BLOOMINGTON
parks and recreation**

AGENDA

City of Bloomington Board of Park Commissioners
Regular Meeting: Tuesday, August 21, 2018 4:00pm – 5:30pm

Council Chambers
401 North Morton

CALL TO ORDER - ROLL CALL

A. CONSENT CALENDAR

- A-1. Approval of Minutes of July 24, 2018
- A-2. Approval of Claims Submitted July 24, 2018 – August 20, 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 - AmeriCorps “Oak 8” Team (Sarah Owen)
- B-3. Parks Partner Award -
- B-4. Staff Introductions -

C. OTHER BUSINESS

- C-1. Review/Approval of 2019 Parks General Fund Budget (Paula McDevitt)
- C-2. Review/Approval of partnership agreement with Monroe County Public Library (Leslie Brinson)
- C-3. Review/Approval of addendum to Woods Electrical Contractor’s Inc. service agreement (Dave Williams)
- C-4. Review/Approval of contract with Lentz Paving, LLC for court resurfacing (John Turnbull)
- C-5. Review/Approval of service agreement with VET Environmental Engineering, LLC (Steve Cotter)

D. REPORTS

- D-1. Administration Division - no report
- D-2. Recreation Division - no report
- D-3. Operations Division - Griffy Lake Nature Preserve Deer Management Plan (Steve Cotter)
- D-4. Sports Division - Report on ASA 16U Northern National Tournament (John Turnbull)

ADJOURNMENT



A-1
07-24-2018

Board of Park Commissioners
Regular Meeting
Minutes

Tuesday, July 24, 2018
4:06 p.m. – 4:38 p.m.

Council Chambers
401 N. Morton St.

CALL TO ORDER

The meeting was called to order by Ms. Kathleen Mills at 4:06 p.m.

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

Staff Present: Ms. Paula McDevitt, Mr. Dave Williams, Ms. Becky Higgins, Ms. Kim Clapp, Ms. Leslie Brinson, Ms. Hannah Buddin, Mr. Bill Ream, and Ms. Crystal Ritter.

A. PUBLIC HEARINGS/APPEARANCES

A. CONSENT CALENDAR

- A-1. Approval of Minutes of June 26, 2018
- A-2. Approval of Claims Submitted June 26, 2018 through July 23, 2018
- A-3. Approval of Non-Reverting Budget Amendments
- A-4. Review of Business Report
- A-5. Approval of Surplus

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

B. PUBLIC HEARINGS/APPEARANCES

B-1. Public Comment Period – None

B-2. Bravo Award – None

B-3. Parks Partner Award – None

B-4. Staff Introduction – None

C. OTHER BUSINESS

C-1. Review/Approval of Partnership Agreement with Mad for My Dog

Mr. Bill Reams, Community Events Coordinator the Department wishes to provide a summer dog event to the Bloomington community. By combining available resources from each partner, this Agreement will provide an opportunity for the community to participate in an affordable summer event that is designed to create social, safe and fun opportunities for dogs and their owners. The event is to be held at Mills Pool, on August 8th – 9th, from 5:00 pm. - 8:00 pm. Staff recommends the approval of this Partnership Agreement with Mad for My Dog.

Mr. Joe Hoffmann made a motion to approve the Partnership Agreement with Mad for My Dog. Ms. Darcie Fawcett seconded the motion. Motion unanimously carried.

C 2. Review/Approval of Partnership Addendum with Summer Star Foundation

Ms. Elizabeth Tompkins, Natural Resource Coordinator the Department and Summer Star Foundation entered into an Agreement on May 22, 2018, that would provide an outdoor educational program to fourth grade students at MCCSC. The original agreement refers to the program as the “Nature Day Project” the addendum adds specificity by stating instead, “Griffy Lake Nature Day Project” for the 2018/2019 school year. Staff recommends the approval of this Addendum.

Board inquired, why the name change was requested.

Ms. Tompkins responded, the Summer Star Foundation provides funding for both the Griffy Lake Nature Day Program, and the Banneker Nature Day Program. Staff believes this request is to aid the Summer Star Foundation in distinguishing between the two programs.

Mr. Joe Hoffman made a motion to approve the Addendum to Partnership Agreement with Summer Star Foundation. Ms. Darcie Fawcett seconded the motion. Motion unanimously carried.

C-3 Review/Approval of Alcohol Permit for Garlic Fest

Ms. Crystal Ritter, Community Events Coordinator, staff recommends the approval of the permit application to sell beer/wine at the 2018 Garlic Fest and Community Art Fair to be held on September 1st and 2nd at the Waldron, Hill and Buskirk Park. Event organizers are prepared to adhere to all local and state laws along with any rules and regulations from Bloomington Parks and Recreation. Appropriate security will be provided for the event and for the sale of alcohol. Once obtained and prior to the event, the organizers will provide BPRD with a copy of their temporary beer/wine permit from the State of Indiana, Alcohol & Tobacco Commission. Organizers will be assessed an alcohol permit fee of \$200 or ten percent of gross, whichever is greater. This is the seventh year for the event, and organizers are in good standings with BPRD. This year’s event will offer more educational opportunities for children.

Mr. Hoffmann made a motion to approve the Alcohol Permit Request for 2018 Garlic Fest and Community Art Fair. Ms. Fawcett seconded the motion. Motion unanimously carried.

C-4 Review/Approval of Contract Addendum with Centerstone Planning and Design

Mr. Dave Williams, Operations Director the Department and Cornerstone PDS entered into an Agreement for Consultant Services on January 23, 2018. The Department would like to expand those services to include design for the following items at the Allison-Juke Box Community Center: an accessible sidewalk entrance, a new delivery ramp to the south employee entrance, and replacement of the existing west walk with accessible sidewalk to the stage. Additional cost would be \$7,950, funded through the General Obligation Park Bonds. Staff recommends the approval of the Addendum.

Mr. Joe Hoffmann made a motion to approve the Contract Addendum with Centerstone. Ms. Darcie Fawcett seconded the motion. Motion unanimously carried.

D REPORTS

D-1. Recreations Division – None

D-2 Operations Division - None

D-3. Sports Division – None

D-4 Administrative Division – 2017 Strategic Action Plan

Ms. Paula McDevitt, Administrator approached the podium and presented the 2017 Strategic Action Plan. The Department’s 2016-2020 Master Plan recommends the development of an annual strategic action plan in tandem with the budget request to the city. As part of the budget planning process each program area establishes goals and tasks to achieve goals. This information becomes the Strategic Action Plan. CAPRA Accreditation Standard 1.2 requires the strategic action plan be presented and reviewed by the Board.

2017 Budget Goals

75 Goals – 54 Achieved (100% completed) – 15 in Progress (achieved 50% or more completed) – 6 Incomplete (achieved less 50% or unachievable)

147 Tasks – 125 Achieved – 17 in Progress – 5 Incomplete

The following are a few of the 2017 Goals:

1. Administration provided customer service and process 9000 transactions for program registrations, shelter rentals, and refunds through RecTrac 3.1 software update. – Achieved
2. Community Relations recruit, track, and train 1780 volunteers for 9370 hours of service. In progress.
3. Health and Wellness work in partnership with IU Health Bloomington, Monroe County YMCA, Riley Physicians Indiana University Health, IU School of Public Health, MCCSC and RBBC to facilitate the G.O.A.L. Program's (Get on Board with Active Living) 3 cohorts with 15-20 youth participants and their families per cohort. Achieved
4. Aquatics provided recreational swimming from Memorial Day to Labor Day for approximately 55,000 patrons at Bryan Pool and 21,000 at Mills Pool. Incomplete (51,198 at Bryan Pool and 14,904 at Mills Pool)
5. Health and Safety provide over 600 hours of aquatic training for our aquatic staff. Achieved
6. Frank Southern Center sell and provide ice time to organizations in excess of 500 hours during the ice season. Achieved.
7. Golf Services increase use of practice facility by the selling of over 3,500 buckets of Balls. Achieved
8. Natural Resources provide boat rental opportunities for 5,000 boaters at Griffy Lake from April through October. Achieved
9. Allison Jukebox Community Center/Youth Services offer full day programming to 40 elementary school age children when the public schools are not in session during the school year. Achieved.
10. Twin Lakes Recreation Center rent the artificial turf for over 950 hours to maximize its use for all types of activities. Achieved.
11. Community Events: Events reorganize the sponsorship program for the Performing Arts Series utilizing a tier approach enabling sponsors increase benefits by increasing exposure from one to fourteen concerts. Achieved
12. Community Events: Farmers' Market increase over all vendor capacity per week from an average of 84 vendors to an average of 90 vendors. Achieved
13. Community Events: Community Gardens replace four raised beds at Willie Streeter and add two to Butler Park. Achieved
14. Adult Sports Services provide adult softball leagues for over 3,500 participants. Incomplete
15. Adult Sports Services provide fields for 310 practices. Achieved.
16. Youth Sports Services serve over 2,200 youth in the community. Achieved
17. Benjamin Banneker Community Center increase the number of campers in the summer food service program from 80 to 90 targeting under-served areas in the community. Achieved
18. Inclusive Recreation provide and promote inclusive recreation to a minimum of 15 participants with disabilities through the provision of accessible and inclusive programs and services for individuals with and without disabilities in cooperation with Parks and Recreation staff and community organizations. Achieved
19. Cemeteries rehab 30 of the original headstones out of 15,000 at both cemeteries. Achieved
20. Urban Forestry continue Emerald Ash Borer treatments for a fourth year on 65 trees. Achieved
21. Urban Forestry provide urban forestry services at publicly owned to include 625 plantings (Parks 95, Street 530), pruning on 450 trees (Parks 30, Street 420) and 500 removals (Parks 75, Street 425) Achieved

22. Landscaping remove 25% of invasive plant species and replace with native at all locations throughout the City (facilities, medians, trails, parks) approximately 90% of the existing landscaping is not native and 25% of this includes invasive plants. Achieved at 8 locations, ongoing in 2018.
23. Operations Services provide essential operative services, preventative maintenance, grounds maintenance and repair to all parks, facilities, structures and equipment. Achieved.

Ms. McDevitt recognized and thanked Ms. Jennifer Grubb, Seasonal Administrative Assistant for the hard work and efforts she put into this project.

Final & Social Media Update

Ms. Hannah Buddin, Community Events Coordinator approached the podium and presented a Social Media update. Facebook and Instagram are important parts of the Parks and Recreation Department's digital marketing strategy. The Department manages six Facebook pages: Bloomington Parks and Recreation, Bloomington Community Farmers' Market, Twin Lakes Recreation Center, Cascades Golf Course, Bryan Park Pool and Mills Swimming Pool. Through these pages, the Department promotes events like concerts and community events, shares information with the community about park improvement projects, and answers questions posed by residents.

The Department's Instagram pages are [btownparks](#) and [kidcitybloomington](#). These pages use photos to illustrate the scope of Department programs and events, and to let Bloomington know what is happening in their Parks and Recreation Department.

The Department's social media presence is managed by the nine members of the Department's Social Media Team, headed by Hannah Buddin. Team members are Jess Klein, Hsiung Marler, Erik Pearson, Chelsea Price, Julie Ramey, Crystal Ritter, Amy Shrake, and Elizabeth Tompkins. Each member of the team is responsible for posting relevant social media content pertinent to their respective program area one day per week, and to assist in monitoring customer questions and feedback on evenings and weekends.

The Department began creating monthly digest videos to showcase each month's activities. The digest videos are created from photos taken at events, and shared on Facebook and Instagram. The June video, posted at the beginning of July, garnered more than 500 views.

The Board inquired if cancellation of events and programs posted on the social media sites. Has the Social Media Team has tried using Twitter?

Ms. Buddin responded, Yes, cancellations are posted on the sites. Twitter has previously been tried, but was not as successful as the other modes of social media. Due to staffing, the decision was made to discontinue Twitter.

ADJOURNMENT

Meeting adjourned at 4:38 p.m.

Respectfully Submitted,



Kim Clapp, Secretary Board of Park Commissioners

REVENUES AND EXPENSES: COMPARISON REPORT								
Expenses	2017	2017	2017	2017	2018	2018	2018	
Jul-18	Total	Actual	Expenses	% of Expenses	Total	Expenses	% of Expenses	
	Expense	Expenses	as of	Spent	Expense	as of	Spent	%
	Budget	for Year	July	to date	Budget	July	to date	change
General Fund								
Administration	750,594	739,993	563,627	76.17%	621,831	455,766	73.29%	-19.14%
Health & Wellness	105,197	97,753	61,718	63.14%	105,923	64,112	58.27%	3.88%
Community Relations	423,303	378,011	233,877	61.87%	416,453	247,371	56.16%	5.77%
Aquatics	330,688	297,537	194,521	65.38%	328,839	187,505	57.02%	-3.61%
Frank Southern Center	341,117	338,165	209,458	61.94%	359,800	205,724	57.18%	-1.78%
Golf Services	885,638	864,187	585,671	67.77%	935,271	661,321	70.71%	12.92%
Natural Resources	370,961	320,835	194,828	60.73%	392,366	206,785	52.70%	6.14%
Youth Programs	59,844	55,165	32,695	59.27%	60,195	37,677	62.59%	15.24%
TLRC	282,216	280,198	171,684	61.27%	284,750	172,749	60.67%	0.62%
Community Events	384,284	347,783	209,990	60.38%	414,238	222,159	53.63%	5.80%
Adult Sports	288,431	266,304	154,474	58.01%	323,760	168,681	52.10%	9.20%
Youth Sports	267,398	267,488	151,716	56.72%	271,744	181,108	66.65%	19.37%
BBCC	304,977	275,756	185,496	67.27%	289,803	202,766	69.97%	9.31%
Inclusive Recreation	72,632	73,771	46,306	62.77%	78,403	44,699	57.01%	-3.47%
Operations	1,546,438	1,434,103	818,052	57.04%	1,890,127	931,324	49.27%	13.85%
Landscaping	283,362	227,841	137,335	60.28%	311,041	154,730	49.75%	12.67%
Cemeteries	173,285	162,628	98,001	60.26%	182,605	95,881	52.51%	-2.16%
Urban Forestry	400,381	386,720	238,388	61.64%	585,324	241,225	41.21%	1.19%
General Fund total:	7,270,746	6,814,238	4,287,835	62.92%	7,852,474	4,481,583	57.07%	4.52%
Non-Reverting Fund								
Administration	27,640	3,328	2,165	65.05%	14,650	6,157	42.03%	184.37%
Health & Wellness	1,914	1,172	588	50.18%	1,240	123	9.94%	-79.05%
Community Relations	4,650	1,465	465	31.74%	4,650	1,815	39.03%	0.00%
Aquatics	64,433	38,939	32,404	83.22%	69,543	54,117	77.82%	67.01%
Frank Southern Center	94,423	77,769	35,567	45.73%	97,498	45,139	46.30%	26.91%
Golf Services	126,105	98,300	68,872	70.06%	133,709	69,818	52.22%	1.37%
Natural Resources	50,992	23,820	16,401	68.85%	53,485	49,366	92.30%	0.00%
Youth Programs	178,521	198,464	103,489	52.15%	209,805	119,975	57.18%	15.93%
*TLRC - day to day	970,663	835,622	263,049	31.48%	470,943	282,273	59.94%	7.31%
Community Events	190,881	166,067	98,344	59.22%	181,069	79,707	44.02%	-18.95%
Adult Sports	230,225	164,008	110,583	67.43%	199,830	69,690	34.87%	-36.98%
Youth Sports	26,845	19,068	10,189	53.44%	18,754	5,693	30.35%	-44.13%
BBCC	25,403	44,054	27,265	61.89%	15,892	5,625	35.40%	-79.37%
Inclusive Recreation	0	0	0	0.00%	0	2,503	0.00%	0.00%
Operations	19,195	56,104	55,751	99.37%	52,861	44,635	84.44%	-19.94%
Dog Park	0	0	0	0.00%	0	0	0.00%	0.00%
Switchyard	14,800	32,436	24,963	76.96%	12,877	11,301	87.76%	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	1,246	0.00%	4,750	5,450	114.73%	0.00%
N-R Fund subtotal:	2,026,690	1,760,617	851,340	48.35%	1,541,556	853,385	55.36%	0.24%
TLRC - bond	539,104	539,104	538,635	99.91%	671,946	671,945	100.00%	0.00%
N-R Fund total:	2,565,794	2,299,721	1,389,975	60.44%	2,213,502	1,525,330	68.91%	9.74%
Other Misc Funds								
MCCSC 21st Com Learn Cnt G	29,950	41,391	23,198		884	22,772		
G14004 Tree Planting			0					
G14006 Out-of School Prg.			0					
G15008 Summer Food Prg.	11,115	17,606	9,471		11,115	9,900		
G15009 Nature Days S/Star		4,318	2,718			109		
Griffy Lake Nature Day		5,137	3,236	62.99%		4,216	0.00%	0.00%
Wapehani I-69 Mitigation		201,075	0	0.00%		0	0.00%	0.00%
Leonard Springs Nature		3,841	3,538	92.13%		5,378	0.00%	0.00%
Banneker Nature Day		0	0			2,660		
DNR Grant		0		0.00%		0	0.00%	0.00%
Kaboom Play			0		451	451		
Youth & Adolescent Phy Act						5,781		
Goat Farm		1,777	1,777			0		
Giffy LARE		17,286	17,286			13,006		
Other Misc Funds total:	41,065	273,367	61,225	22.40%	12,450	64,273	516.27%	0.00%
TOTAL ALL FUNDS	9,877,604	9,387,327	5,739,034	61.14%	10,078,425	6,071,186	60.24%	5.79%

REVENUES AND EXPENSES: COMPARISON REPORT								
Revenues July 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	July	to date	for year	July	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	596	30.32%	500	808	161.60%	35.57%
Community Relations	0	0	0	0.00%	0	0	0.00%	0.00%
Aquatics	153,500	194,506	173,136	89.01%	168,000	169,032	100.61%	-2.37%
Frank Southern	219,900	184,531	112,090	60.74%	224,900	126,505	56.25%	12.86%
Golf Services	568,500	542,711	345,956	63.75%	526,700	369,189	70.09%	6.72%
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	11,310	91.65%	10,700	11,580	108.22%	2.39%
Adult Sports	78,000	63,772	63,163	99.04%	71,000	57,543	81.05%	-8.90%
Youth Sports	33,900	28,995	13,151	45.35%	32,000	5,860	18.31%	-55.44%
BBCC	12,000	12,223	5,399	44.17%	11,000	7,084	64.40%	31.20%
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	16,508	61.52%	31,050	21,575	69.48%	30.70%
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	741,332	69.42%	1,075,850	769,207	71.50%	3.76%
General Fund Total	7,146,750	7,133,007	6,771,382	94.93%	7,334,370	7,027,727	95.82%	3.79%
Non-Reverting Fund								
Administration	40,650	36,327	22,854	62.91%	40,600	20,970	51.65%	-8.25%
Health & Wellness	3,550	3,124	1,351	43.23%	2,739	1,567	57.21%	16.03%
Community Relations	4,650	3,000	2,000	66.67%	4,650	1,789	38.46%	-10.57%
Aquatics	126,373	113,789	103,787	91.21%	122,700	82,848	67.52%	-20.18%
Frank Southern	153,400	126,988	31,965	25.17%	151,900	29,249	19.26%	-8.50%
Golf Services	151,300	163,579	94,049	57.49%	158,500	94,583	59.67%	0.57%
Natural Resources	58,525	70,821	50,606	71.46%	60,890	50,946	83.67%	0.67%
Youth Programs	189,866	218,910	175,136	80.00%	215,060	197,931	92.04%	13.02%
*TLRC -Operational	782,329	750,934	446,098	59.41%	763,029	461,839	60.53%	3.53%
Community Events	191,760	214,892	143,761	66.90%	193,752	142,758	73.68%	-0.70%
Adult Sports	216,500	147,655	111,958	75.82%	207,000	123,109	59.47%	9.96%
Youth Sports	25,000	25,624	21,481	83.83%	19,500	6,692	34.32%	-68.85%
BBCC	29,420	59,280	23,321	39.34%	5,150	15,338	297.83%	-34.23%
Operations	51,640	57,121	39,212	68.65%	56,440	77,114	136.63%	96.66%
Dog Park	400	0	0	0.00%	400	0	0.00%	0.00%
Switchyard (CCC Propt)	82,800	73,736	50,774	68.86%	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	1,389	7.76%	9,300	15,294	164.45%	1000.74%
N-R Fund subtotal:	2,117,463	2,083,690	1,319,743	63.34%	2,011,610	1,322,025	65.72%	0.17%
Other Misc Funds								
G14006 Out-of-School Prg		20	20			0		
G14007 MCCSC 21st Com	60,000	21,410	21,410		60,000	18,669		
G14009 Summer Food Grant	13,744	19,059	12,192		27,864	13,415		
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	14,453			10,965		
G15008 Leonard Spring		0	-50			0		
G15009 Griffy Nature Days		4,988	4,988			0		
(902) Rose Hill Trust		445	215			387		
G17007 - Goat Farm		0	0			0		
Banneker Nature Days		0	0			0		
Yth & Adolescent Phy Act						4,801		
Nature Days Star		4,340	4,340			9,827		
Other Misc Funds total:	0	300,258	90,036		87,864	58,065		
TOTAL ALL FUNDS	9,264,213	9,516,954	8,181,161	85.96%	9,433,844	8,407,816	89.12%	2.77%

	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	8/16/2018	revenue	8/16/2018	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	21,321.02		6,156.90	0.00	15,164.12	215,968.90
181001	Health & Wellness	7,379.62	1,656.00		123.24	0.00	1,532.76	8,912.38
181100	Community Relations	34,889.04	1,788.53		1,815.00	0.00	(26.47)	34,862.57
182001	Aquatics	389,566.90	88,236.67		59,246.69	0.00	28,989.98	418,556.88
182500	Frank Southern Center	175,036.20	30,037.51		46,041.79	0.00	(16,004.28)	159,031.92
183500	Golf Course	208,121.70	99,955.19		77,408.39	0.00	22,546.80	230,668.50
184000	Natural Resources	248,977.29	53,634.71		50,123.31	0.00	3,511.40	252,488.69
184500	Allison Jukebox	170,562.07	199,283.05		143,509.30	0.00	55,773.75	226,335.82
*185000	TLRC	(878,837.80)	429,410.04		963,678.81	0.00	(534,268.77)	(1,413,106.57)
185009	TLRC Reserve	569,299.15	51,406.25		0.00	0.00	51,406.25	620,705.40
186500	Community Events	471,824.72	145,907.13		91,585.01	0.00	54,322.12	526,146.84
187001	Adult Sports	74,000.53	133,297.73		91,369.31	0.00	41,928.42	115,928.95
187202	Youth Sports	104,401.59	6,691.98		6,436.76	0.00	255.22	104,656.81
187209	Skate Park	543.88	0.00		0.00	0.00	0.00	543.88
187500	Benjamin Banneker Comm Center	56,647.65	15,648.79		6,432.87	0.00	9,215.92	65,863.57
189000	Operations	137,207.83	78,378.40		46,400.01	0.00	31,978.39	169,186.22
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		11,300.71	0.00	(11,300.71)	219,639.81
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	15,293.68		5,449.75	0.00	9,843.93	16,937.56
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	1,371,946.68	0.00	1,607,077.85	0.00	(235,131.17)	1,993,523.28
* In 2017 \$298,280.63 of TLRC Expense is for Bloomington Park District Refunding Bonds ** Switchyard Park expenses are paid from 2014 through 2017 Switchyard revenue.								(235,131.17)
								INCREASE/DECREASE FOR THE CURRENT

Bloomington Parks and Recreation Surplus Declaration Form

Aug-18

[illegible]



CITY OF BLOOMINGTON
parks and recreation

STAFF REPORT

Agenda Item: B-2
Date: 8/17/2018

Administrator
Review\Approval
PM

TO: Board of Park Commissioners
FROM: Sarah Owen—Community Relations Coordinator
DATE: August 21, 2018
SUBJECT: BRAVO Award – AmeriCorps “Oak 8” Team

Recommendation

The Bloomington Parks and Recreation Department would like to recognize the AmeriCorps “Oak 8” Team for their service to both our Vegetation Management and Community Gardening programs. Over the course of four weeks this summer, the Oak 8 Team has partnered with both Bloomington Parks and Recreation’s Natural Resources program area and with Indiana University’s Hoosier to Hoosier Sale, committing themselves to long hours and rigorous work.

Oak 8 has assisted our Vegetation Management team with pulling invasive plant species throughout Upper Cascades Park, and this has been invaluable help to our invasive removal efforts. Given the team’s knowledge and past experience with clearing invasive plant species, they have been quick to learn the details of their assigned work and have required minimal supervision from our on-site staff. The team has also contributed several hours to our Community Gardens locations, assisting with the ongoing efforts of keeping the plots well-maintained and accessible to our local gardeners.

While we are always grateful to work with volunteer groups in our green spaces, more often than not we only have occasion to work with the same group maybe once or twice at most. As a result, this requires our staff members to take the time to educate and orient volunteer groups each time they go out into the field. With the AmeriCorps team, however, their ongoing service has proved to be incredibly efficient, without the need for our staff to re-train them each time, and this has resulted in exceptional work on their part.

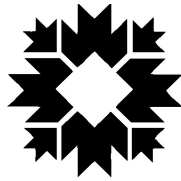
Background

The Oak 8 Team is comprised of Court, Aiden, Shaheen, AR, Evelyn, Izzy, Trice, and their leader, Rae. They come to us from across the country, representing the Midwest, the Southwest, and both coasts, all with a shared passion for service. As part of their AmeriCorps pledge, they state “I am an AmeriCorps member and I will get things done,” and they have certainly honored this pledge.

On behalf of the Bloomington Parks and Recreation Department, we are proud to recognize the AmeriCorps Oak 8 Team as our August BRAVO Award recipients.

RESPECTFULLY SUBMITTED,

Sarah Owen, Community Relations Coordinator



CITY OF BLOOMINGTON
parks and recreation

STAFF REPORT

Agenda Item: C-1
Date: 8/21/2018

Administrator
Review/Approval
PM

TO: Board of Park Commissioners
FROM: Paula McDevitt, Director
DATE: August 16, 2018
SUBJECT: **REVIEW/APPROVAL OF 2019 PROPOSED GENERAL FUND BUDGET REQUEST**

RECOMMENDATION

It is recommended the Board approve the proposed 2019 City of Bloomington Parks and Recreation General Fund Budget Request and Program Units as attached.

BACKGROUND

The 2019 Parks and Recreation General Fund budget request and revised program unit structure reflect ongoing changes in service provision and true cost allocations by activity and program unit. A “bottom-up” process has incorporated input from staff specialists, supervisors, managers and division directors. The 2019 budget was developed using a “zero based” budget model. This model assesses the costs of every department service using no previous budget history and building a budget based on the needs for each service delivered.

The Parks and Recreation budget request is comprised of the parks general fund, which you have in the form of budget worksheet requests, the parks non-reverting fund and grant funds.

Included in the board packet is the line item budget depicting expenses by category and City Council 2019 Budget Memo. A power point presentation will be presented at the meeting highlighting the details of the budget.

Respectfully Submitted,

Paula McDevitt, Director



Memorandum

To: Members of the City of Bloomington Common Council
From: Paula McDevitt, Director
Date: August 16, 2018

This memo accompanies the proposed 2019 budget for the Parks and Recreation Department.

Why We Exist

The Parks and Recreation Department strives to provide the highest quality of parks, recreation services and greenspace to enhance the quality of life in our community.

Background

The Parks and Recreation Department manages 2,342 acres of property including 32 parks and over 30.6 miles of trails. The community enjoys more than 300 sports and recreation programs annually and has access to 27 playgrounds. Between participants counted through program registrations and attendance counts at events, the department saw over 619,450 participations in 2017. This does not include the thousands of users year round in parks or on trails. Currently the department manages \$6.9 million in park bond projects at 24 sites and supervises the \$34 million build-out of Switchyard Park. The department is staffed by 53 full-time staff, comprised of 16 union and 37 non-union employees. In 2017, 411 seasonal staff were employed in positions throughout the department.

National Accomplishments:

Parks and Recreation is accredited through the National Recreation and Park Association Commission for Accreditation of Park and Recreation Agencies. The department was first accredited in 2001 and currently is one of 166 accredited departments across the country. The department was re-accredited in 2016 and actively manages its programs to the accreditation standards in preparation for re-accreditation in 2021.

The department has once again been selected as 1 of 4 finalists for the National Recreation and Park Association National Gold Medal Award, after winning the award in 2007 and being a finalist for 6 consecutive years. The Gold Medal Award honors communities throughout the country that demonstrate excellence in long-range planning, resource management and

innovative approaches to delivering superb park and recreation services with fiscally sound business practices. The winner will be announced at the September national conference in Indianapolis.

Community Impact:

A key finding in the 2017 Bloomington Community Survey was that Bloomington residents enjoy a high quality of life, with 82% of those responding to the survey ranking the overall quality of life as excellent or good. The Parks and Recreation Department plays a key role in providing resources, programs and services that impact the overall quality of life in the Bloomington area.

The Parks and Recreation 5-year Master Plan (2016-2020) started with a comprehensive community survey. The survey results identify key issues to be addressed in the Master Plan including identifying critical data to be used in developing solutions to the community's needs. The annual budget goals reflect the department's work toward addressing key issues identified in the survey, including placing a high value on the maintenance of current trails and construction of new trails; maintenance of existing parks and facilities; more programs and services that allow for socialization and entertainment; and high value of parks, trails, programs and services for a positive impact on personal health and wellness.

National trends in recreation programming also are considered in the department's long-range planning and budget development. Participants are categorized into core versus casual participation, with core participants those more committed and less likely to switch to other activities. Casual participants continue to be more common among today's generation as a result of several factors including time restraints, financial barriers and the introduction of new activities. The department's programming and sports goals reflect investments in programming and projects to capture participation of both the core and casual user. Capital, General Obligation Park Bond and Bicentennial projects are investments in providing community access to trails, parks, and facilities equipped to facilitate programs and community events. These investments also provide several million dollars in economic impact in the community and enhance the quality of life in Bloomington.

Bloomington's Bicentennial year has provided many opportunities to celebrate the past and invest in the future for generations of Bloomington residents. The Bicentennial Tree sale resulted in 200 tulip trees sold to residents to plant on their private property. A \$2,100 grant from the Archer Foundation will fund tulip trees at every MCCSC school, and several community groups raised funds to plant new trees in various parks and downtown locations. A new event, the Bicentennial Street Fair, brought together city departments and community organizations all along Kirkwood Avenue to the thrill of over 4,500 participants for a community-wide Bicentennial celebration. Bicentennial plans for new trails and connecting existing trails north, east, south and west will activate the community and invest in the health of all who use the trail system.

Switchyard Park:

The transformation of the former rail yard property into Switchyard Park has begun. Years of planning, designing and a successful bid process have transformed into early buildout signs of the future park for generations to come. This is the largest park project in the almost 100-year

history of the department, and the park has been designed to have something for everyone, encouraging park users to “visit and stay awhile.” The LEED Silver-certified pavilion, outdoor stage and event lawns will be programmed for new events and festivals as well as expand on successful existing events. There will be plenty of spaces to enjoy both active and passive outdoor recreation, and children especially will enjoy the new playground features and an interactive splash pad with plenty of seating for parents and grandparents. The natural areas of the park will be filled with native plants with over 600 new trees, 1000 tree seedlings and daylighted streams. The park will be bordered by the B-Line Trail as well as a new trail on the east side of the property. The park design, planned programming, maintenance and community use are all key components to creating and maintaining park safety. Switchyard Park is on “track” to open in November 2019 with the vision of memory-making experiences to last a lifetime.

2019 Activity Descriptions and Goals:

Administration

Activity Description: Implement policy as set forth by the Board of Park Commissioners. Under the direction of the Department Administrator, Directors manage Recreation Services, Sports, and Operations and Development. Office Manager and Customer Service staff provide financial and clerical support for all activities.

Goals:

- Distribute 30 customer service surveys quarterly, with a completion rate of at least 18%.
 - At least 80% of all returned surveys should rate satisfaction with customer service as very positive or somewhat positive.
- Attend Vermont Systems RecTrac Training 3.1 to learn use of reporting, data collection and marketing tools.
- Provide 60 hours of customer-service staff training.
- Complete 2018 CAPRA Accreditation documentation in preparation for 2020 reaccreditation using PowerDMS software.

Budget Allocation	Staffing (FTE)	2019 Budget \$
100 - Personnel Services	6.00	400,863
200 - Supplies		9,350
300 - Other Services		244,206
400 - Capital Outlays		0
Total		654,419

Funding: General

Health and Wellness

Activity Description: Provide opportunities through programs, events and partnerships to encourage physical activity, communicate the benefits of healthy choices and promote department resources which support healthy lifestyles.

Goals:

- Increase Bloomington Walking Club attendance from a weekly average of 8 to 15 participants through increased marketing and community partnerships.
- Increase annual Kids Triathlon participants from 18 to 35 participants by targeting marketing efforts through RecTrac and community partners such as IU Health and MCCSC.
- Evaluate the physical and behavioral activities used in the Get On Board Active Living (GOAL) program by reviewing existing curriculum with GOAL Program Manager and updating the current handbook for upcoming cohorts.
- Enhance the Veteran's Day 5K run/walk/ruck and market the event specifically to military members and their families with a goal of 100 participants. Showcase at least 5 local community resources for veterans and expand event to include live music and food options.
- Increase wellness activities by developing 3 nutrition programs, 1 each for youth, teens, and adults.
- Create a financial wellness program for adults by partnering with the City's Human Resources Department and a financial advisor in the community.

Budget Allocation	Staffing (FTE)	2019 Budget \$
100 - Personnel Services	1.17	82,069
200 - Supplies		800
300 - Other Services		0
400 - Capital Outlays		0
Total		82,869

Funding: General

Community Relations

Activity Description: Develop and implement effective communication, marketing and branding strategies for all Parks and Recreation programs. Recruit, track and assign community volunteers who contribute to the Department's mission.

Goals:

- Increase Facebook followers by 25% to 8,000 followers by end of 2019. As of July 2018 there are 6,472 followers on Department's Facebook account.
- Create online program guide mailing add/removal form by January 31.
- Add 5 program guide distribution sites by June 1.
- Generate \$1,000 in ad sale revenue per program guide season.
- Conduct facility user and non-user surveys via website and social media in June and December.
- Utilize RecTrac to identify potential areas of growth and focus on marketing those programs during the summer and fall/winter seasons.
- Generate a total of \$5,000 in annual advertising revenue for the TLRC, both pools, and Frank Southern Ice Arena. As of June 30, 2018 there is \$12,400 in revenue.
- Collaborate with Bloomington Parks Foundation for Switchyard Park naming and sponsorship opportunities.

- Fully fund advertising budget for Facebook, Google ads, radio, website, and newspaper advertising at \$90,000 annually.
- Generate 20% new rental, membership and program registration business at revenue-generating facilities through usable, functional, and effective websites.(The TLRC will gain at least 94 new members, across all registration categories, within 12 months; Golf Services goal is to increase customer satisfaction with the ease of reserving tee times and registering for golf camps. At least 60% of customer service survey respondents will report a very good or excellent experience with the course website and online registration; participation in midday (noon-2:30 p.m.) general admission ice skating sessions will grow by 10%, or by four participants per session.
- Recognize volunteers who make significant contributions with the monthly Bravo Award.
- Fund annual CERVIS volunteer management software subscription at \$1,800 annually.

Budget Allocation	Staffing (FTE)	2019 Budget \$
100 - Personnel Services	3.00	213,538
200 - Supplies		7,050
300 - Other Services		239,470
400 - Capital Outlays		0
Total		460,058

Funding: General

Aquatics

Activity Description: Plan, coordinate and facilitate recreational swimming, formal lessons, private rentals, special group use and advanced aquatic safety training for the community operating out of Bryan Pool and Mills Pool.

Goals:

- Increase pool attendance at Mills Pool to 7,200 participants, after 7,144 participants in 2017 and 6,965 in 2016.
- Increase pool attendance at Bryan Park Pool to 43,000 participants, after 42,095 participants in 2017 and 36,200 in 2016.
- Facilitate 32 private pool rentals during the season, an increase from 30 private rentals in 2017 and 28 private rentals in 2016.
- Increase Learn to Swim lessons by 3% (321 participants) after 312 participants in 2017.

Bryan Pool

Budget Allocation	Staffing (FTE)	2019 Budget \$
100 - Personnel Services	4.83	146,887
200 - Supplies		14,800
300 - Other Services		45,150
400 - Capital Outlays		0
Total		206,837

Funding: General

Mills Pool

Budget Allocation	Staffing (FTE)	2019 Budget \$
100 - Personnel Services	2.34	77,600
200 - Supplies		8,450
300 - Other Services		19,425
400 - Capital Outlays		0
Total		105,475

Funding: General

Frank Southern Center

Activity Description: Provide recreational and organized ice skating to ice enthusiasts from Bloomington and surrounding communities from October through mid-March.

Goals:

- Increase ice time rental to outside groups to 540 hours, after 536 hours in 2017.
- Achieve 10,650 participants in public skating sessions, an increase over 10,637 participants in 2017.
- Increase Skating School participants to 580, after 559 in 2017.

Budget Allocation	Staffing (FTE)	2019 Budget \$
100 - Personnel Services	1.85	187,995
200 - Supplies		20,558
300 - Other Services		151,759
400 - Capital Outlays		0
Total		360,312

Funding: General

Golf Services

Activity Description: Facilitate affordable golf play and programs at Cascades Golf Course, a 27-hole facility including a driving range, practice greens and clubhouse.

Goals:

- Sell 23,000 18-hole rounds of golf, an increase over 22,033 in 2017 and 21,231 in 2016.
- Sell 300 season passes, an increase over 280 in 2017.
- Secure lease agreement for 75 new carts.
- Increase cart rentals to 14,200, an increase over 14,000 in 2017.
- Purchase fairway mower for new Zoysia turf maintenance

Budget Allocation	Staffing (FTE)	2019 Budget \$
100 - Personnel Services	9.18	447,990
200 - Supplies		59,803
300 - Other Services		449,384
400 - Capital Outlays		54,000
Total		1,011,177

Funding: General

Natural Resources

Activity Description: Enhances and protects natural areas managed by the department including Griffy Lake Nature Preserve, Wapehani Mountain Bike Park and Leonard Springs Nature Park, while providing appropriate outdoor recreational and educational opportunities in these areas for all ages in the community.

Goals:

- Facilitate environmental education programming for all MCCSC 4th and 6th grade students as well as for 500 local children during the summer.
- Provide boat rental opportunities for 5,000 boaters at Griffy Lake from April through October.
- Conduct monthly water sampling at Griffy Lake to provide data for the Indiana Clean Lakes program.
- Modify boat launch area at Griffy Lake to improve user access.
- Construct boardwalk from the boathouse to the North Shore Trail at Griffy Lake Nature Preserve.
- Implement prescribed burning program at Griffy Lake Nature Preserve.
- Update Griffy Lake Master Plan.
- Facilitate ongoing deer management program at Griffy Lake Nature Preserve.
- Begin repairing erosion on the north shore of Griffy Lake.
- Design and construct Griffy Lake Nature Preserve accessible fishing pier

Budget Allocation	Staffing (FTE)	2019 Budget \$
100 - Personnel Services	6.82	300,396
200 - Supplies		21,470
300 - Other Services		74,297
400 - Capital Outlays		0
Total		396,163

Funding: General

Allison Jukebox Community Center/Youth Services

Activity Description: Facilitate Kid City summer camp program as well as variety of classes and programs. Operate multi-purpose community center year-round and facilitate center rentals.

Goals:

- Enhance rental appeal by replacing flooring in 4 rooms (tile room, carpet room, offices, and first aid closet).
- Increase building rentals from an average of 15 to 20 paid hours per month.
- Increase participation averages from 67 to 80 kids for camp and from 39 to 45 for break days by working with ITS and Office Manager to utilize online registration

Alison Jukebox

Budget Allocation	Staffing (FTE)	2019 Budget \$
100 - Personnel Services	0.77	54,515
200 - Supplies		817
300 - Other Services		3,715
400 - Capital Outlays		0
Total		59,047

Funding: General

Kid City Camps

Budget Allocation	Staffing (FTE)	2019 Budget \$
100 - Personnel Services	0.12	3,967
200 - Supplies		330
300 - Other Services		1,544
400 - Capital Outlays		0
Total		5,841

Funding: General

Twin Lakes Recreation Center

Activity Description: Operate 100,000 square foot indoor fitness and sporting facility offering all types of floor sports, artificial turf activities, leisure fitness, group fitness and senior activities

Goals:

- Manage active memberships to over 1,200 members, an increase from 1,140 active memberships in 2017 and 2018.
- Rent artificial turf for 960 hours, an increase over 945 hours in 2017.
- Host 20 facility rentals/events (basketball tournaments, gymnastics meets, etc), an increase from an average of 17 for past 3 years.

Budget Allocation	Staffing (FTE)	2019 Budget \$
100 - Personnel Services	3.70	287,224
200 - Supplies		353
300 - Other Services		399
400 - Capital Outlays		0
Total		287,976

Funding: General

Community Events

Activity Description: Provide wide array of events to meet the diverse needs of the community by increasing the quality of life in Bloomington, providing unique activities for families and creating a sense of community.

Goals:

- Meet Park Board-established 95% cost recovery goal for Farmers' Market and all associated activities.
- Register a minimum of 60 organizations/individuals to participate in the Market's Info Alley and reserve 8 spaces for the season providing consistent revenue for the Market.
- Host 1 garden open house at Willie Streeter Garden in early May, attracting a minimum of 3 new garden plot renters.
- Hold mini-classes during open hours at Willie Streeter in order to improve retention of gardeners by 5% from previous year.
- Increase Performing Arts Series sponsorship goal by 12.5% or \$1,500 to cover costs of upgrading the sound system.
- Create, develop and implement a minimum of 1 new community event, based on national trends for the fall of 2019.
- Increase pop up programs by 2 (50%) and use them to complement other park service areas and/or market upcoming events such as the dog park and sports programs.
- Continue the Street Fair (established in 2018 for the Bicentennial) and enhance involvement of community groups in the Street Fair to include arts, diversity and exposure for downtown businesses while promoting a family focused environment to attract 5000 participants

- Develop a minimum of 1 new external community partner and minimum of 1 new internal partner to coordinate and support an existing event or a new event in 2019.
- Collaborate with Department's Community Relations Coordinator to develop tracking system for sponsorships to include the invoicing and depositing of funds in a coordinated effort.
- Develop permitting systems and pricing for the pavilion and stage at Switchyard Park, with permitting forms approved and available by fall of 2019.
- Evaluate all community events for opportunities to add or remove activities, partners, food options and community involvement. Review will allow staff to keep long-standing events relevant and popular.
- Assemble 3-5 person review committee to evaluate and update the current guidelines and jury system for 3 arts events: Performing Arts Series, A Fair of the Arts, and the Holiday Market.

General

Budget Allocation	Staffing (FTE)	2019 Budget \$
100 - Personnel Services	4.57	307,535
200 - Supplies		3,047
300 - Other Services		24,933
400 - Capital Outlays		0
Total		335,515

Funding: General

Gardens

Budget Allocation	Staffing (FTE)	2019 Budget \$
100 - Personnel Services	1.08	59,012
200 - Supplies		1,407
300 - Other Services		3,659
400 - Capital Outlays		0
Total		64,078

Funding: General

Farmers' Market

Budget Allocation	Staffing (FTE)	2019 Budget \$
100 - Personnel Services	1.50	28,017
200 - Supplies		0
300 - Other Services		0
400 - Capital Outlays		0
Total		28,017

Funding: General

Adult Sports Services

Activity Description: Plan, coordinate, and facilitate leagues and programs at Twin Lakes Sports Complex and Lower Cascades Ballfields.

Goals:

- Host 250 teams for invitational or special event competition, maintaining the same average number of teams per year for past two years.
- Maintain team league participation at 150.
- Host four “sandlot” or pick-up types of play at Twin Lakes Sports Park.
- Repair pillars on Twin Lakes Sports Complex observation deck

Softball

Budget Allocation	Staffing (FTE)	2019 Budget \$
100 - Personnel Services	1.23	148,831
200 - Supplies		29,809
300 - Other Services		45,467
400 - Capital Outlays		12,000
Total		236,107

Funding: General

Tennis

Budget Allocation	Staffing (FTE)	2019 Budget \$
100 - Personnel Services	0.53	12,827
200 - Supplies		0
300 - Other Services		0
400 - Capital Outlays		0
Total		12,827

Funding: General

Youth Sports Services

Activity Description: Plan, coordinate, and facilitate operations at Winslow Sports Complex, Olcott Park, and Bryan Park, facilities which host Bloomington Junior League Baseball, Senior Baseball, MCCSC and other sporting leagues or groups.

Goals:

- Facilitate 1250 hours of ballfield rentals at Winslow, an increase from 1200 hours in 2107.
- Recruit 1 new user group (soccer, kickball, or other multi-use group) that is a non-traditional ballfield user.
- Host 4 outside rental tournaments at Winslow Sports Complex with 25 teams or more, an increase from 0 in 2017.

Winslow Sports Complex

Budget Allocation	Staffing (FTE)	2019 Budget \$
100 - Personnel Services	1.05	130,433
200 - Supplies		21,231
300 - Other Services		24,825
400 - Capital Outlays		0
Total		176,489

Funding: General

Olcott Park

Budget Allocation	Staffing (FTE)	2019 Budget \$
100 - Personnel Services	0.65	27,836
200 - Supplies		3,951
300 - Other Services		11,650
400 - Capital Outlays		0
Total		43,437

Funding: General

Benjamin Banneker Community Center

Activity Description: Inspire youth to maximize their full potential in a safe and positive environment. Provide opportunities for the Bloomington community to connect year-round through various programs and activities.

Goals:

- Increase Jump Start Sports participants from 135 to 235 through increased marketing and word of mouth.
- Increase age range of participants from 2-7 years old to 2-10 years old to increase participation from 80 to 125 participants per event.

- Maintain level of summer camp participants at 80 per day for Banneker Camp and 20 per day in Teen Summer Camp.
- Utilize new mini-bus to pick up participants at area middle/high schools and increase transportation radius from 1.5 to 3.5 miles from Banneker.
- Transition teen drop-in program to Banneker Leadership Institute to include academic tutoring, mentoring, and life skill development.
- Increase participation from 15 to 25 teens.
- Increase support through grants, sponsors and community partners through new marketing opportunities (i.e. closed circuit TVs) to meet the cost recovery goal of 20%.

Budget Allocation	Staffing (FTE)	2019 Budget \$
100 - Personnel Services	6.32	249,737
200 - Supplies		14,936
300 - Other Services		55,867
400 - Capital Outlays		0
Total		320,540

Funding: General

Inclusive Recreation

Activity Description: Provide recreation services and programs for people with disabilities to facilitate participation in the most integrated setting, promoting interactions between individuals with and without disabilities in all Parks and Recreation programs.

Goals:

- Increase the number of individuals with disabilities served from 16 to 18-20 totaling a minimum of 100 participations.
- Contact minimum of 3 community agencies, community members or other local groups relating to disability interests to promote Inclusion Services in 2019.

Budget Allocation	Staffing (FTE)	2019 Budget \$
100 - Personnel Services	1.83	81,893
200 - Supplies		300
300 - Other Services		368
400 - Capital Outlays		0
Total		82,561

Funding: General

Operations

Activity Description: Provide high quality resource protection, development, grounds maintenance, facility maintenance, repair, renovation, construction, landscaping, event setups, public safety and sanitation services for the property, equipment and facilities contained within 34 public parks and related public facilities and trails. Provide services on a year-round basis for any and all residents and visitors to the community totaling well over one million users per year.

Goals:

- Provide contractor support through communication, planning, scheduling and storage during construction of new Switchyard Park.
- Clean and organize Operations center yard.
- Organize Switchyard Park Operations maintenance building for storage of advance purchase items for Switchyard Park.
- Complete 3 yearly inventory audits on high dollar items to maintain inventory accuracy and cut back on unnecessary spending.
- Clean and organize Goat Farm barn.
- Replace split rail fencing sections throughout park system.
- Replace fencing at Operations Center.
- Install security system at Operation Center and Switchyard Park maintenance building.
- Replace drinking fountains at Jackson Creek, Rail Trail, and Ferguson Dog Park.
- Conduct quarterly park inspections to maintain park standards.
- Install new bridge at Crestmont Park.
- Perform quarterly inspections of grounds equipment to insure a regular preventive maintenance plan is carried out.
- Install new carpet at Buskirk Chumley Theater

Budget Allocation	Staffing (FTE)	2019 Budget \$
100 - Personnel Services	21.87	1,131,255
200 - Supplies		220,730
300 - Other Services		342,846
400 - Capital Outlays		218,200
Total		1,913,031

Funding: General

Switchyard Park

Activity Description: Plan and construct this largest park development project in the history of the department. The 58 acres of park land will include open green spaces, event lawns, splash pad, playground, dog park, walking/biking trails, community garden, skatepark, fitness equipment area, pickleball courts, bocce ball courts, basketball court, Bloomington Police Department substation, performance stage, group shelter and 11,000 sq. ft. pavilion.

Goals:

- Plan for and coordinate park ribbon cutting in fall 2019.

Budget Allocation	Staffing (FTE)	2019 Budget \$
100 - Personnel Services	0.40	32,952
200 - Supplies		0
300 - Other Services		14,500
400 - Capital Outlays		0
Total		47,452

Funding: General

Landscaping

Activity Description: Provide year-round high-quality landscape planting and maintenance services for over 200,000 square feet of publicly owned property, including parks, in an ongoing effort to contribute to the appearance and beautification of the city. Remove invasive species along trails, in parks and natural areas and manage native plant installations.

Goals:

- Remove invasive plant species and replace with natives at all locations throughout the City (facilities, medians, trails, parks and natural areas).
- Minimize the use of pesticides, as per the IPM plan.
- Minimize the usage of annuals by 25% each year in order to focus on planting more perennials and shrubs.
- Continue developing the COB Pollinator/Wildlife Corridor working group with members of the Environmental Commission and Natural Resources Staff.
- Develop and begin implementation of Vegetation Management Program for the B-Line, B-Link, Bloomington Rail, Clear Creek, Jackson Creek, and Polly Grimshaw Trails.
- Maintain certification of 2 RFT staff members as Certified Chemical Applicators (Categories 3A and 6).
- Ensure successful prairie establishment at the Goat Farm by managing invasive species with herbicide and mechanical removal.
- Increase native plant diversity and visual appeal at Miller-Showers Park by installing large blocks of same species for color appeal, expanding the overall area of the native plant community and managing invasive species..
- Expand Upper Cascades Asian Bush Honeysuckle removal project by 3 acres.
- Ensure successful wetland plant community establishment at Wapehani Mountain Bike Park by managing invasive plant species.
- Provide volunteer opportunities for 300 community members to maintain natural spaces.

Budget Allocation	Staffing (FTE)	2019 Budget \$
100 - Personnel Services	9.52	364,142
200 - Supplies		46,060
300 - Other Services		66,116
400 - Capital Outlays		0
Total		476,318

Funding: General

Cemeteries

Activity Description: Administer and maintain publicly-owned Rose Hill and White Oak Cemeteries including 4400 grave sites, mausoleums, monuments, statuary, and related structures. Sell grave sites and related interment services in a high-quality accountable manner to customers.

Goals:

- Rehab 50 headstones at both cemeteries.
- Remove invasive plant species (Asian Bush Honeysuckle, Ailanthus, Autumn Olive, Callery pear, and Purple Wintercreeper) within and on the perimeter of both cemeteries and the Rose Hill Office property.
- Expand native rose installations at Rose Hill Cemetery.
- Maintain certification of 1 RFT staff member as a Certified Chemical Applicator Registered Technician.
- Work with volunteers to plant native trees and shrubs in both cemeteries.

Budget Allocation	Staffing (FTE)	2019 Budget \$
100 - Personnel Services	2.98	141,379
200 - Supplies		14,325
300 - Other Services		29,710
400 - Capital Outlays		0
Total		185,414

Funding: General

Urban Forestry

Activity Description: Provide high-quality urban forestry for publicly-owned property, including parks, in an ongoing effort to protect and enhance the urban forest and contribute to the appearance and beautification of the city. Increase public awareness of and involvement in urban forestry through educational efforts to promote landscaping and tree care on private properties.

Goals:

- Maintain Tree City USA status.

- Complete street tree inventory and begin selective Park tree inventory.
- Contract approximately 1000 public street trees for pruning (total is 500 as of June 2018).
- Complete changes in the Tree Ordinance to reflect 2 additional members of the Bloomington Tree Commission
- Update the 5-year Urban Forestry Master Plan.
- Continue year 6 of ash tree Emerald Ash Borer protection. Ash trees are treated on three year cycles. Year six is the second round of treatment (trees treated in 2016) to prevent EAB damage for 30 public trees with a total diameter of 500 inches.

Budget Allocation	Staffing (FTE)	2019 Budget \$
100 - Personnel Services	4.79	265,761
200 - Supplies		91,463
300 - Other Services		213,566
400 - Capital Outlays		0
Total		570,790

Funding: General

Park Bond Projects 2018 – 2020

Activity Description: Manage \$6.9 million in park projects.

Goals:

- Improve Cascades Golf Course Clubhouse in spring 2019.
- Convert Zoysia fairway on Quarry golf course in spring 2019.
- Rehab Griffy Lake Nature Preserve restroom.
- Improve Peoples Park in spring 2019.
- Improve Bryan Park Pool and Mills Pool through spring 2019.

2019 Budget Request Highlights:

The Parks and Recreation Department's general fund budget request is \$8,122,750. This is an increase of \$381,717.

Category 1 – Personnel request is \$5,184,654. This is an increase of \$235,185. As you are aware, the city is requesting a 2% salary increase for non-union staff. One non union position and one laborer position have been submitted for upgrade consideration. Significant changes include the following budget lines:

Significant changes include the following budget lines:

- **Line 111 – Salaries and Wages – Regular:** Increases by \$63,032 reflective of 2% salary increase for non-union staff and two positions reclassifications.
- **Line 112 – Salaries and Wages – Temporary:** Increases by \$123,018. Seasonal wages increased for positions with employees working 40 hours per week for nine months. These

position are in the Recreation, Sports, Operations, Natural Resources, Cemeteries, Landscaping and Urban Forestry areas. The department's seasonal workforce wages are outlined in a classification system that is evaluated every few years by representatives from all four department divisions. A significant hourly pay increase occurred in the 2018 budget; ranges were increased from a low of \$7.85-\$11.88 in 2017 to \$9.73-\$14.74 in 2018. Recruiting, hiring and retaining seasonal staff has been successful with the hourly wage increase implemented in 2018.

Category 2 – Supplies request is \$591,040. This is a decrease of \$11,535.

Significant changes include the following budget lines:

- **Line 222 – Agricultural Supplies:** Adult Sports softball decrease of \$3380 for infield materials; grass seed; stone and fill for projects
- **Line 231- Building Materials and Supplies:** Reduction of \$1640 at Bryan Park Pool; \$4,600 at Frank Southern Center; \$1300 in Golf Services; \$1220 in Youth Services Allison Jukebox Building

Category 3 – Other Services request is \$2,062,856. This is an increase of \$139,867.

Significant changes include the following budget lines:

- **Line 311 – Engineering/Architectural:** \$5000 increase in Community Relations for website hosting, set-up and maintenance for revenue-generating facilities.
- **Line 331 – Printing:** Increases by \$23,500 - \$15,760 increase in Community Relations for colored Switchyard Park marketing materials, new trails maps and Parks branded folders. Golf Services increase of \$1,250 for golf score cards. Natural Resources increase of \$6715 to print new trail maps for Griffy Lake Nature Preserve.
- **Line 332 – Advertising:** Increases by \$18,420 for Community Relations Switchyard Park advertising in Bloom Magazine, Visit Bloomington Visitors Guide, Indiana Travel Guide, Limestone Post online magazine, social media advertising and Campus Visitors Guide.
- **Line 351 - Electric:** Increases by \$10,000 for Switchyard Park 4th quarter operations
- **Line 353 - Water and Sewer:** Increases by \$3000 for Switchyard Park 4th quarter operations
- **Line 354 - Natural Gas:** Increase \$1500 for Switchyard Park 4th quarter operations
- **Line 363 - Machinery/Equipment Repairs:** Increases by \$14,450 to include:Golf Services increase of \$2400 fo repairs for golf course maintenance equipment; \$15,000 in Urban Forestry for contractual refurbishing to 15-year-old Bandit SP250 chipper.
- **Line 365 - Other Repairs:** Increases by \$11,448 to include: \$1,600 for repairs to Frank Southern Center locker room and lobby area benches and \$10,000 for light pole contractual maintenance on the B-Line Trail, RCA Park, Olcott Park, Miller-Showers Park, Butler Park and Seminary Park.
- **Line 399 – Other Services/Charges:** \$2800 in Community Relations for video production and editing and Switchyard Park event planner event; \$29,800 to Natural Resources to update Griffy Lake Management Plan and prescribed burning; \$6,200 vehicle wrap on new passenger mini bus; \$5000 to Cemeteries for contractual invasive plant removal at White Oak Cemetery; \$8913 to Urban Forestry for contractual tree pruning.

Category 4 – Capital request is \$284,200. This is an increase of \$18,200.

Significant changes include the following budget lines:

- **Line 451 – Other Capital Outlays:** \$18,200 to replace carpet at the Buskirk Chumley Theater.

Parks and Recreation 2019 Budget Summary

Budget Allocation	2017 Actual	2018 Budget	2019 Budget	Change (\$)	Change (%)
100 - Personnel Services	4,550,584	4,949,469	5,184,654	235,185	5%
200 - Supplies	468,103	602,575	591,040	(11,535)	-2%
300 - Other Services	1,638,552	1,922,989	2,062,856	139,867	7%
400 - Capital Outlays	157,000	266,000	284,200	18,200	7%
Total	6,814,238	7,741,033	8,122,750	381,717	5%

Conclusion

The 2019 Parks and Recreation budget request addresses the goals of the department, the Board of Park Commissioners, City administration, the City Council and our residents and parks and recreation system users to respond to our mission: *“To provide essential services, facilities and products necessary for the positive development and well-being of the community through the 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.”* Together, we make Bloomington a better place to live, work and play. Thank you for your consideration of the Parks and Recreation department budget request! I would be happy to answer any questions.



Budget Worksheet Report

Budget Year 2019

Account	Account Description	2017 Actual Amount	2018 Adopted Budget	2019 Budget Team Review	\$ +/-	% +/-
Fund 200	Parks and Recreation Gen (S1301)					
	EXPENSE					
	Personnel Services					
51110	Salaries and Wages - Regular	2,291,708.07	2,390,968.64	2,458,902.22	67,933.58	3
51120	Salaries and Wages - Temporary	945,782.72	1,200,557.96	1,323,576.02	123,018.06	10
51130	Salaries and Wages- Overtime	5,517.06	.00	.00	.00	
51210	FICA	238,434.12	274,753.52	289,365.28	14,611.76	5
51220	PERF	325,463.16	339,517.88	349,167.80	9,649.92	3
51230	Health and Life Insurance	743,678.64	743,670.84	763,642.40	19,971.56	3
	Personnel Services Totals	\$4,550,583.77	\$4,949,468.84	\$5,184,653.72	\$235,184.88	5%
	Supplies					
52110	Office Supplies	7,319.55	6,000.00	6,000.00	.00	
52210	Institutional Supplies	32,342.07	41,676.00	45,179.00	3,503.00	8
52220	Agricultural Supplies	147,785.12	150,255.00	116,361.00	(33,894.00)	(23)
52230	Garage and Motor Supplies	16,723.42	15,900.00	18,100.00	2,200.00	14
52240	Fuel and Oil	56,530.34	99,949.00	87,731.00	(12,218.00)	(12)
52310	Building Materials and Supplies	25,039.45	58,523.00	53,238.00	(5,285.00)	(9)
52320	Motor Vehicle Repair	7,877.61	3,703.00	4,589.00	886.00	24
52340	Other Repairs and Maintenance	51,151.57	78,631.00	79,990.00	1,359.00	2
52410	Books	336.62	350.00	350.00	.00	
52420	Other Supplies	113,742.71	137,483.00	168,122.00	30,639.00	22
52430	Uniforms and Tools	9,254.55	10,105.00	11,380.00	1,275.00	13
	Supplies Totals	\$468,103.01	\$602,575.00	\$591,040.00	(\$11,535.00)	(2%)
	Other Services and Charges					
53110	Engineering and Architectural	14,638.00	15,000.00	17,000.00	2,000.00	13
53130	Medical	2,038.00	7,229.00	5,300.00	(1,929.00)	(27)
53140	Exterminator Services	1,436.52	2,275.00	1,430.00	(845.00)	(37)
53150	Communications Contract	779.40	390.00	504.00	114.00	28
53160	Instruction	12,714.78	11,218.00	11,770.00	552.00	5
53170	Mgt. Fee, Consultants, and Workshops	723.00	121,240.00	76,340.00	(44,900.00)	(37)
53210	Telephone	31,831.55	35,613.00	36,748.00	1,135.00	3
53220	Postage	45,261.33	49,200.00	40,840.00	(8,360.00)	(17)
53230	Travel	3,811.25	8,275.00	7,900.00	(375.00)	(5)
53240	Freight / Other	.00	1,000.00	1,000.00	.00	
53310	Printing	49,050.10	81,850.00	105,350.00	23,500.00	29



Budget Worksheet Report

Budget Year 2019

Account	Account Description	2017 Actual Amount	2018 Adopted Budget	2019 Budget Team Review	\$ +/-	% +/-
Fund 200 - Parks and Recreation Gen (S1301)						
EXPENSE						
	Other Services and Charges					
53320	Advertising	60,465.79	62,450.00	80,870.00	18,420.00	29
53410	Liability / Casualty Premiums	67,479.00	67,479.00	67,479.00	.00	
53420	Worker's Comp & Risk	53,031.00	53,031.00	53,031.00	.00	
53510	Electrical Services	174,319.57	193,150.00	137,985.00	(55,165.00)	(29)
53530	Water and Sewer	190,407.86	196,041.00	190,030.00	(6,011.00)	(3)
53540	Natural Gas	36,127.39	46,651.00	48,950.00	2,299.00	5
53610	Building Repairs	15,354.27	34,135.00	30,126.00	(4,009.00)	(12)
53620	Motor Repairs	125,893.00	110,632.00	110,631.00	(1.00)	
53630	Machinery and Equipment Repairs	39,637.24	37,330.00	51,780.00	14,450.00	39
53650	Other Repairs	18,675.41	25,852.00	37,300.00	11,448.00	44
53730	Machinery and Equipment Rental	12,837.99	10,261.00	10,134.00	(127.00)	(1)
53740	Hydrant Rental	.00	500.00	650.00	150.00	30
53750	Rentals - Other	356.00	400.00	400.00	.00	
53830	Bank Charges	32,860.09	35,260.00	36,850.00	1,590.00	5
53840	Lease Payments	1,500.46	1.00	64,000.00	63,999.00	1,279,980
539010	Inter-Fund Transfers	325,603.70	330,931.00	336,311.00	5,380.00	2
53910	Dues and Subscriptions	19,405.61	31,754.00	40,657.00	8,903.00	28
53920	Laundry and Other Sanitation Services	16,494.75	21,405.00	19,825.00	(1,580.00)	(7)
53940	Temporary Contractual Employee	1,475.34	1,848.00	5,750.00	3,902.00	209
53950	Landfill	21,607.81	33,890.00	31,880.00	(2,010.00)	(6)
53990	Other Services and Charges	262,735.58	296,698.00	404,035.00	107,337.00	36
	Other Services and Charges Totals	\$1,638,551.79	\$1,922,989.00	\$2,062,856.00	\$139,867.00	7%
	Capital Outlays					
54310	Improvements Other Than Building	.00	.00	200,000.00	200,000.00	
54420	Purchase of Equipment	23,994.50	77,000.00	54,000.00	(23,000.00)	(30)
54440	Motor Equipment	133,005.01	189,000.00	.00	(189,000.00)	(100)
54510	Other Capital Outlays	.00	.00	30,200.00	30,200.00	
	Capital Outlays Totals	\$156,999.51	\$266,000.00	\$284,200.00	\$18,200.00	7%
	EXPENSE TOTALS	\$6,814,238.08	\$7,741,032.84	\$8,122,749.72	\$381,716.88	5%
Fund 200 - Parks and Recreation Gen (S1301) Totals						
	EXPENSE TOTALS	\$6,814,238.08	\$7,741,032.84	\$8,122,749.72	\$381,716.88	5%
Fund 200 - Parks and Recreation Gen (S1301) Totals		(\$6,814,238.08)	(\$7,741,032.84)	(\$8,122,749.72)	(\$381,716.88)	5%



Budget Worksheet Report

Budget Year 2019

Net Grand Totals					
REVENUE GRAND TOTALS	\$0.00	\$0.00	\$0.00	\$0.00	+++
EXPENSE GRAND TOTALS	\$6,814,238.08	\$7,741,032.84	\$8,122,749.72	\$381,716.88	5%
Net Grand Totals	(\$6,814,238.08)	(\$7,741,032.84)	(\$8,122,749.72)	(\$381,716.88)	5%



CITY OF BLOOMINGTON
parks and recreation

STAFF REPORT

Agenda Item: C-2
Date: 8/17/2018

Administrator
Review\Approval
PM

TO: Board of Park Commissioners
FROM: Leslie Brinson, Community Events Manager
DATE: August 21, 2018
SUBJECT: MONROE COUNTY PUBLIC LIBRARY PARTNERSHIP AGREEMENT

Recommendation

The City of Bloomington Parks and Recreation Department recommends the approval of a partnership agreement with the Monroe County Public Library to continue a Story Walk at Reverend Butler Park. The MCPL installed the Story Walk displays along the walking path at Reverend Butler Park in August of 2017. The MCPL wants to continue to inspire parents, teachers, and caregivers to take young children outside for physical activity and learning at the same time. The Parks Department is in support of programs and partnerships that encourage people to come in to the parks and increase physical activity. This will be the second year for this partnership and since the walk is already in place the partnership agreement now speaks of upkeep instead of installation.

Background

The MCPL has received funding from the Friends of the Library to create up to four Story Walks in the Bloomington community. The MCPL contacted the Parks and Recreation Department to see about adding the story walk to Rev. Butler Park last summer. They installed the Story Walk in August and have since changed out the story at least one time. The Library has also completed programming during the year to highlight the stories. The Parks Department continues to support the Story Walk and will re-evaluate the partnership in early 2019 to see if another story walk can be added to a City Park.

RESPECTFULLY SUBMITTED,

Leslie Brinson, Community Events Manager



**Program Partnership Agreement
Monroe County Public Library Story Walk**

This Agreement is made and entered into this _____ day of _____, 2018, by and between the City of Bloomington Parks & Recreation Department, ("BPRD") and the Monroe County Public Library ("MCPL").

WHEREAS, BPRD and the MCPL desire to cooperate in the provision of a free self-guided outdoor story walk at Reverend Butler Park; and

WHEREAS, the MCPL is qualified to perform such services with BPRD; and

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

NOW, THEREFORE, in consideration of the terms and conditions set forth herein, the Partners to this Agreement agree as follows:

1.0 Purpose of Agreement:

The purpose of this Agreement is to outline a program partnership which establishes a self-guided Story Walk in a city park location. The self-guided Story Walks are placed along trails to inspire parents, teachers, and caregivers to take young children outside for physical activity and learning at the same time.

2.0 Duration of Agreement:

This Agreement shall be in full force and effect from September 1 2018, to August 31, 2019, unless early termination occurs as described in Article 7 of this Agreement.

3.0 Bloomington Parks & Recreation:

The goal of BPRD is to build a positive relationship with the MCPL in order to provide programs necessary for the positive development and well-being of the community.

3.1. Provide approval to place story box signs along the Rev. Ernest D. Butler Park Trail.

3.2. Provide communication between Parks and Recreation staff and MCPL staff on any vandalism or structural damage to story boxes.

3.3. Provide marketing in the Parks and Recreation Program Guide and/ or through social media outlets.

3.4. Allow MCPL to place Story Walk directional signage on existing signage poles at the park.

4.0 Monroe County Public Library:

The goal of the MCPL is to provide opportunities for families and community members to practice literacy skills and continue to develop literacy skills.

4.1. Select story books with a new feature story twice a year.

- 4.2. Create, along with the Friends of the Library, promotional materials.
- 4.3. Continual monitoring of story boxes to assure they are in good working order. Repair and or replace as needed.
- 4.4. Evaluate through a variety of methods the success of the self-guided Story Walk in meeting desired outcomes.

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

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

- 5.1. The staff and personnel involved will at all times represent all partners to this Agreement in a professional manner and reflect the commitment of both partners to quality services and customer satisfaction.
- 5.2. The commitment of personnel, promotions, equipment and funding sources will be honored according to the timetable agreed upon by all partners.
- 5.3. Bloomington Municipal Code sections 6.12.030 and 14.36.090, respectively, prohibit smoking in public places and the consumption of alcoholic beverages on City of Bloomington property.
- 5.4. The possession of drugs and other illegal controlled substances, fireworks, air rifles, paintball guns, bow and arrows, cross bows, swords, and pellet guns is strictly prohibited in any park or park facility. In addition, pursuant to Bloomington Municipal Code 14.20.020, the discharge of a firearm is strictly prohibited within the City's jurisdiction.
- 5.5. This Agreement and the services provided will be evaluated in January 2019 and if mutually agreed upon additional story walk locations may be added to the partnership.

6.0 Notice and Agreement Representatives:

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

Bloomington Parks & Recreation
 Becky Barrick-Higgins
 Box 848
 Bloomington, IN 47402
 barrickb@bloomington.in.gov
 812-349-3713

Monroe County Public Library
 Marilyn Wood
 303 E. Kirkwood Ave.
 Bloomington, IN 47408
 mwood@monroe.in.lib.us
 812-349-3058

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

Bloomington Parks & Recreation
 Leslie Brinson
 Box 848
 Bloomington, IN 47402
 brinsonl@bloomington.in.gov
 812-349-3715

Monroe County Public Library
 Marilyn Wood
 303 E. Kirkwood Ave
 Bloomington, IN 47408
 mwood@monroe.in.lib.us
 812-349-3058

7.0 Termination:

7.1. Termination by mutual agreement: The partners may terminate this Agreement prior to August 31, 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 party shall serve written notice of the breach to the other party by certified mail. The breaching party shall then have ten (10) days from the date of mailing in which to cure the breach. If the breaching party fails to cure the breach within ten (10) days, the non-breaching party may, at its option and in writing, unilaterally terminate the Agreement.

8.0 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 anyway affect the other 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.

9.0 Release and Hold Harmless Agreement:

The MCPL, including its representatives, agents, and assigns, does hereby agree to release, hold harmless, and indemnify the City of Bloomington, its Parks and Recreation Department, and any and all employees, agents, and assigns from any and all claims, causes of action, suits, proceedings, or demands, including but not limited to claims involving personal injury or death, which may arise from this Agreement, even if caused by the negligence of releasees.

10.0 E-Verify:

MCPL 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). MCPL shall sign an affidavit, attached as Exhibit A, affirming that MCPL does not knowingly employ an unauthorized alien. MCPL shall require any subcontractors performing work under this contract to certify to MCPL 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. MCPL shall maintain on file all subcontractors' certifications throughout the term of the contract with the BPRD.

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

BLOOMINGTON PARKS AND
RECREATION DEPARTMENT

Kathleen Mills, President
Board of Park Commissioners

Marilyn Wood, Director
Monroe County Public Library

Paula McDevitt, BPRD Director

Philippa M. Guthrie, Corporation Counsel

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 _____)

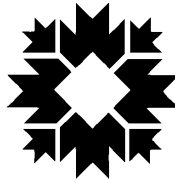
Before me, a Notary Public in and for said County and State, personally appeared _____ and acknowledged the execution of the foregoing this _____ day of _____, 2018.

Notary Public's Signature

My Commission Expires: _____

Printed Name of Notary Public

County of Residence: _____



CITY OF BLOOMINGTON
parks and recreation

STAFF REPORT

Agenda Item: C-3
Date: 8/17/2018

Administrator
Review\Approval
PM

TO: Board of Park Commissioners
FROM: Dave Williams, Director of Operations
DATE: August 21, 2018
SUBJECT: WOODS ELECTRIC ADDENDUM

Recommendation

Staff recommends approval of the addendum to the agreement with Woods Electrical Contractor's Inc. for electrical repair.

Background

At the November 27, 2017 meeting, the Board approved a service agreement with Woods Electrical Contractor's Inc. in the amount of Four Thousand Nine Hundred Ninety Nine Dollars (\$4,999). As a result of additional electric repairs, the compensation exceeded the agreed upon amount. To continue services for the remainder of the year, staff recommends an increase to the amount of compensation to not to exceed Eight Thousand Dollars (\$8,000). All other terms of the agreement are still intact. Woods Electric provides excellent service and is in good standing with the department.

RESPECTFULLY SUBMITTED,

Dave Williams, Director of Operations

**ADDENDUM I
TO
AGREEMENT BETWEEN
CITY OF BLOOMINGTON
PARKS AND RECREATION DEPARTMENT
AND
WOODS ELECTRICAL CONTRACTOR'S, INC
FOR
ANNUAL SERVICE AGREEMENT**
Entered in this ____ day of _____, 2018

WHEREAS, on **November 28, 2017**, the City of Bloomington Department of Parks and Recreation (the "Department") and Woods Electrical Contractor's, Inc. ("Contractor") entered into an Agreement for electrical repair work ("Agreement"); and

WHEREAS, the Department experienced more breakdowns requiring additional repairs than estimated; and

WHEREAS, as a result of additional electrical repairs, the compensation exceeded Four Thousand Nine Hundred Ninety Nine Dollars (\$4,999) which was agreed upon in the Article 4 of the Agreement; and

WHEREAS, pursuant to Article 23 of Agreement, Agreement may be modified only by a written amendment signed by both parties.

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

Article 1. Compensation: To amend the Agreement to increase the compensation to not to exceed Eight Thousand Dollars (\$8,000).

Article 2. Modification: All other terms of the Agreement (entered in on November 28, 2017) are still intact. Any other modification to Agreement shall be in writing per Article 23 of said Agreement.

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

CITY OF BLOOMINGTON

WOODS ELECTRICAL CONT'S, INC

Paula McDevitt, Director
Parks and Recreation Department

Roger Woods, Owner

Kathleen Mills, President
Board of Park Commissioners

Philippa M. Guthrie, Corporation Counsel



CITY OF BLOOMINGTON
parks and recreation

STAFF REPORT

Agenda Item: C-4
Date: 8/17/2018

Administrator
Review\Approval
PM

TO: Board of Park Commissioners
FROM: John Turnbull, Division Director Sports
DATE: August 17, 2018
SUBJECT: REVIEW/APPROVAL OF CONTRACT WITH LENTZ PAVING, LLC

Recommendation

Staff recommends approval of this contract for services.

Funds for this project: GOB 977-18-18016c-5410 and GOB 977-18-18016e-5410

Background

This is for court resurfacing of several locations bundled in this contract.

Bryan Park Basketball Courts(2)	Bryan Park Tennis Court Parking Lot
Sherwood Oaks Tennis Courts(2)	Sherwood Oaks Basketball Court(1)
Highland Village Basketball Court(1)	Crestmont Basketball Courts(2)
Winslow Woods Basketball Court(1)	Winslow Tennis Courts(6)

Bid documents were distributed and advertised starting July 12, 2018. The bid deadline was August 7, 2018. Two bids were received; Milestone Contractors \$342,900 and Letnz for \$175,296. Several other contractors said they are already committed and could not bid. We have met with Letnz and feel comfortable with their ability to complete the project. Lentz Paving has stated they plan to complete all of these before the end of the year. Coating and/or lines will be in a separate quote and contract later in the year.

RESPECTFULLY SUBMITTED,

Sports Division Director

**CONTRACT
BETWEEN
CITY OF BLOOMINGTON
PARKS AND RECREATION DEPARTMENT
AND
LENTZ PAVING, LLC
FOR
COURT RESURFACING**

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 Lentz Paving, LLC, (hereinafter Contractor);

WITNESSETH THAT:

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

WHEREAS, Contractor is capable of performing the Services as per its Bid, as set forth on the Bid Summary sheet submitted on August 7, 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 May 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 invoices 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 total not to exceed One Hundred Seventy Five Thousand Two Hundred Ninety Six Dollars and Zero Cents (\$175,296.00) 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:

	<u>Coverage</u>	<u>Limits</u>
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.

4.11 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		Lentz Paving, LLC	
Attn: John Turnbull		Attn: Travis Lentz, Owner	
401 N. Morton, Suite 250		P.O. Box 87	
Bloomington, Indiana 47402		Bloomington, IN 47402-0087	

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

Lentz Paving, LLC

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”

Court Resurfacing

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

Locations include:

- Bryan Park Basketball Courts (2)
- Bryan Park Tennis Court Parking Lot
- Sherwood Oaks Tennis Courts (2)
- Sherwood Oaks Basketball Court
- Highland Village Basketball Court
- Crestmont Basketball Courts (2)
- Winslow Woods Basketball Court
- Winslow Tennis Courts (6)

All locations have crack preparation prior to asphalt overlay. The crack preparation at all locations except Bryan Park Tennis Court Parking Lot and Winslow Tennis Courts includes cleaning of cracks, filling cracks with 1 part Portland Cement and 2 parts Silica Sand with Acrylic Patch Binder mix, additional layer of this mixture after drying, sanding the crack to flush grade, installing petro fabric of 12” width over the cracks.

Bryan Park Tennis Court Parking Lot had crack vegetation cleaning and petro fabric over the cracks with parking lot grade asphalt overlay.

Winslow Tennis Courts has milling existing courts, adding two inches of stone, perimeter gravel drain, 2 inch binder coat of asphalt and 1 inch finish coat of specified asphalt.

Specifications of asphalt type and crack preparation are included in the bid documents.

STATE OF INDIANA)
)SS:
COUNTY OF _____)

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

- 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____.

Notary Public's Signature

My Commission Expires: _____

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.

Lentz Paving, 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 _____, 20____.

Notary Public's Signature My Commission Expires: _____

Printed Name of Notary Public County of Residence: _____

ATTACHMENT D
“COMPLIANCE AFFIDAVIT
REGARDING INDIANA CODE CHAPTER 4-13-18
DRUG TESTING OF EMPLOYEES OF PUBLIC WORKS CONTRACTORS”

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 undersigned is duly authorized and has full authority to execute this Affidavit.
3. 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.
4. The undersigned certifies that Contractor’s submitted written plan for a drug testing program to test employees of the Contractor and Subcontractor for public works projects with an estimated cost of \$150,000 is in accordance with Indiana Code 4-13-18 as amended.
5. The undersigned acknowledges that this Contract shall be subject to cancellation should Contractor fail to comply all provisions of the statute.

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: _____

Notary Public’s Signature

County of Residence: _____

Printed Name of Notary Public

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 Lentz Paving, LLC, (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 it 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

Lentz Paving, LLC

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-5
Date: 8/17/2018

Administrator
Review\Approval
PM

TO: Board of Park Commissioners
FROM: Steve Cotter, Natural Resources Manager
DATE: August 21, 2018
SUBJECT: Contract Review and Approval Request for Lead Paint and Asbestos Testing on Abandoned Buildings on a Proposed Property Donation Adjacent to Griffy Lake Nature Preserve

Recommendation

Staff recommend approval of this contract.

Background

A generous landowner has offered to donate a 20-acre parcel of high quality forest adjacent to Griffy Lake Nature Preserve. A Phase 1 Environmental Report for the parcel, completed by VET Environmental Engineering, LLC, noted the possibility that lead paint and asbestos may be present in three abandoned cabins on the property. This contract would authorize VET to conduct lead paint testing and asbestos inspections and sampling on the three cabins. The cost of the testing would not exceed \$2500.

RESPECTFULLY SUBMITTED,

Steve Cotter, Natural Resources Manager

**AGREEMENT
BETWEEN
CITY OF BLOOMINGTON
PARKS AND RECREATION DEPARTMENT
AND
VET ENVIRONMENTAL ENGINEERING, LLC
FOR
ENVIRONMENTAL CONSULTING AT 3255 N. RUSSELL ROAD**

This Agreement, entered into on this ____ day of _____, 2018, by and between the City of Bloomington Department of Parks and Recreation (the “Department”), and VET Environmental Engineering, LLC (“Contractor”),

WITNESSETH:

WHEREAS, the Department wishes to determine environmental conditions at 3255 North Russell Road; and

WHEREAS, the Department requires the services of a professional Contractor in order to perform lead paint testing and asbestos inspections and sampling (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 November 2, 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 Steve Cotter 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 Two Thousand Five Hundred Dollars and Zero Cents (\$2,500).

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:

Steve Cotter
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 November 2, 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	VET Environmental Engineering, LLC
Attn: Steve Cotter	Attn: Sara Hamidovic
401 N. Morton, Suite 250	2335 West Fountain Drive
Bloomington, Indiana 47402	Bloomington, Indiana 47404

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

Article 25. Intent to be Bound

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

Article 26. Integration and Modification

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

Article 27. Non-Collusion

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

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

CITY OF BLOOMINGTON

Philippa M. Guthrie, Corporation Counsel

Paula McDevitt,
Director

Kathleen Mills, President,
Board of Park Commissioners

VET ENVIRONMENTAL ENGINEERING, LLC

Sara R. Hamidovic, President

EXHIBIT A

“Scope of Work”

The Services shall include the following:



VET ENVIRONMENTAL ENGINEERING, LLC

2335 West Fountain Drive, Suite B, Bloomington, IN 47404
Phone: (812) 822-0400 Fax: (812) 650-3892
Email: info@vet-env.com

August 9, 2018

Dave Williams, Operations and Development Director
City of Bloomington Parks and Recreation Department
401 North Morton Street, Suite 250
Bloomington, IN 47404

Dear Dave:

RE: **Proposal for Environmental Consulting Services to be performed by VET Environmental Engineering, LLC (VET) at 3255 North Russell Road (Site)**

We appreciate the opportunity to talk with you and discuss your business. We look forward to working with you in the future and hope that our proposal will meet your needs and budget. VET Environmental Engineering, LLC (VET) will perform Lead Paint Testing and Asbestos Inspections and Sampling of 3 cabins on the property located at 3255 North Russell Road, Bloomington, IN, in Monroe County, Parcel # 53-01-22-200-000.000-004.

The work performed for City of Bloomington Parks and Recreation Department will be billed on a time and materials basis not to exceed the amount of \$2,500. Any additional environmental consulting work will be billed at the following rate schedule. No additional work will be conducted without prior approval by City of Bloomington Parks and Recreation Department.

VET Standard Rates 2018

Principal Engineer	\$125/hour
Registered Professional Engineer	\$110/hour
Licensed Professional Geologist	\$90/hour
Senior Environmental Scientist	\$85/hour
Graduate Geologist	\$80/hour
Staff Project	\$80/hour
Chemist	\$75/hour
Environmental Scientist	\$70/hour

“Compliance that makes sense.”

Ecologist	\$70/hour
Senior Environmental Technician	\$70/hour
Environmental Technician	\$60/hour
GIS Analyst	\$60/hour
Clerical	\$50/hour
Mileage	\$0.70/mile
Drums	\$55.00/drum
Outside Services and Expenses	Cost plus 15%

We will produce the best product we are capable of while striving to be as cost effective for you as possible. Thank you again for this opportunity. If you have questions or comments regarding anything contained in this proposal, please do not hesitate to call the office at (812) 822-0400. If you are comfortable with the proposal as it stands, please sign below and return to email: molly@vet-env.com or by fax: (812) 650-3892.

Respectfully,



Sara R. Hamidovic, MS, PE, CHMM
President, VET

Proposal Acceptance

Signature

Date

"Compliance that makes sense."

E-VERIFY AFFIDAVIT

AFFIDAVIT

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.

VET Environmental Engineering, LLC

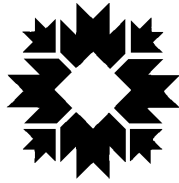
By: _____

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 _____, 20____.

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-3
Date: 8/17/2018

Administrator
Review\Approval
PM

TO: Board of Park Commissioners
FROM: Steve Cotter, Natural Resources Manager
DATE: August 21, 2018
SUBJECT: Griffy Lake Nature Preserve Deer Management Plan Update

Recommendation

This report is for the information of the Board.

Background

This report will provide the Board with information about the current status, and proposed next steps, in deer management at the Griffy Lake Nature Preserve.

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

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

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

"When it comes to deer at Griffy Woods, clear evidence points to ecosystem damage by deer-native tree seedlings are not regenerating; herbaceous plant species are severely compromised and possibly going locally extinct; invasive species are taking over some areas; the forest

understory is unnaturally open; and understory-reliant birds and other animals are losing habitat."

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

Sharpshooting for immediate, substantial and humane reduction

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

The Master Plan for the 250 acre Griffy Woods Nature Preserve, which covers the southwest quadrant of the Griffy Lake Nature Preserve states:

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

Goals

The goals of the 2017 sharpshooting effort, which was conducted by White Buffalo Inc., were to reduce the risk of deer/vehicle collisions on the roads close to the park, and to reduce deer browse pressure on understory plant species and seedling trees so these species can recover and continue reproducing.

Results

The 2017 deer cull resulted in the removal of 62 deer from the Griffy Lake Nature Preserve. 1682 pounds of venison were donated to the Hoosier Hills Food Bank.

Long-Term Deer Management Plan

The recovery of the ecosystem within Griffy Lake Nature Preserve will require that deer browse pressure remain low enough for the plant community to recover.

Optimal deer density in this part of the country is thought to be around 15 deer per square mile in healthy ecosystems. Due to the long period of time the Griffy plant community has experienced excessive browsing it may be necessary to keep the deer population density lower than that for a several years to allow plant populations to recover.

After the 2017 sharpshooting effort, Bloomington Parks and Recreation was invited to apply for a CHAP grant from the Indiana Dept. of Natural Resources. The application was successful and BPR is eligible for up to \$16,250 this hunting season and the same amount next season.

DNR created the Community Hunting Access Program to increase hunter access to public properties and to help communities address overabundant deer by allowing closely supervised white-tailed deer hunting in urban environments. Bloomington Parks and Recreation hopes to use the grant funding to hire White Buffalo Inc. to coordinate a public hunt at Griffy Lake Nature

Preserve. The CHAP contract would begin on September 15 of this year and would extend through January 31, 2020. The proposed 2018 hunt would coincide with the deer hunting season.

At the request of the Board of Park Commissioners the City Council amended City ordinance 14.20.020 to allow sharpshooting at Griffy Lake Nature Preserve. That ordinance would need to be amended again to allow a CHAP hunt within the Preserve.

RESPECTFULLY SUBMITTED,

A handwritten signature in black ink, appearing to read "Steve Cotter", written in a cursive style.

Steve Cotter, Natural Resources Manager