



CITY OF BLOOMINGTON
parks and recreation

AGENDA

City of Bloomington Board of Park Commissioners
Regular Meeting: Tuesday, September 18, 2018 4:00pm – 5:30pm

Council Chambers
401 North Morton

CALL TO ORDER - ROLL CALL

A. CONSENT CALENDAR

- A-1. Approval of Minutes of August 21, 2018
- A-2. Approval of Claims Submitted August 22, 2018 – September 17, 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. Appeal of Park Suspension
- B-2. Public Comment Period
- B-3. Bravo Award
- B-4. Parks Partner Award -
- B-5. Staff Introductions - Raphael Tingley, SPEA Fellow

C. OTHER BUSINESS

- C-1. Review/Approval of appointment to the Environmental Resources Advisory Council (Elizabeth Tompkins)
- C-2. Review/Approval of addendum to the Special Olympics partnership agreement (Amy Shrake)
- C-3. Review/Approval of partnership agreement with Monroe County Fairgrounds and Wonderlab for the Bloomington Pumpkin Launch (Bill Ream)
- C-4. Review/Approval of Holiday Market artist vendor contract template (Crystal Ritter)
- C-5. Review/Approval of Holiday Market local product vendor contract template (Sarah Mullin)
- C-6. Review/Approval of contract for Holiday Market carriage rides (Leslie Brinson)
- C-7. Review/Approval of partnership agreement with Jumpstart Sports (Erik Pearson)
- C-8. Review/Approval of partnership with Bloomington Soccer, LLC (Mark Sterner)
- C-9. Review/Approval of contract with Bluestone, LLC for tree removal (John Turnbull)
- C-10. Review/Approval of the reinstatement of the Cascades Golf Course Advisory Council (John Turnbull)
- C-11. Review/Approval of Fee Waiver for Parks Foundation Golf Outing (John Turnbull)
- C-12. Review/Approval of contract with Bledsoe Riggert Cooper James (Joanna Sparks)
- C-13. Review/Approval of contract with ECO Logic, LLC (Joanna Sparks)
- C-14. Review/Approval of contract with Monroe/Owen Appraisal, Inc. (Steve Cotter)

D. REPORTS

- D-1. Administration Division - Organization Review Final Report (Paula McDevitt)
Austin Hochstetler, PROS Consulting Inc.
- D-2. Recreation Division - No Report
- D-3. Operations Division - Aquatic Vegetation Management Report (Aquatic Control)
- D-4. Sports Division - No report

ADJOURNMENT



A-1
09-18-2018

Board of Park Commissioners
Regular Meeting
Minutes

Tuesday, August 21, 2018
4:00 p.m. – 5:12 p.m.

Council Chambers
401 N. Morton St.

CALL TO ORDER

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

Board Present: Ms. Kathleen Mills, Mr. Les Coyne, and Mr. Joseph Hoffman

Staff Present: Ms. Paula McDevitt, Mr. Dave Williams, Ms. Becky Higgins, Mr. John Turnbull, Ms. Julie Ramey, Ms. Kim Clapp, Ms. Leslie Brinson, Mr. Steve Cotter, Mr. Jon Behrman, Mr. Bill Ream, Mr. Erik Pearson, and Ms. Hannah Buddin.

A. PUBLIC HEARINGS/APPEARANCES

A. CONSENT CALENDAR

- A-1. Approval of Minutes of July 24, 2018
- A-2. Approval of Claims Submitted July 23, 2018 through August 20, 2018
- A-3. Approval of Non-Reverting Budget Amendments
- A-4. Review of Business Report
- A-5. Approval of Surplus

Mr. Les Coyne made a motion to approve the Consent Calendar. Mr. Joe Hoffmann seconded the motion. Motion unanimously carried.

B. PUBLIC HEARINGS/APPEARANCES

B-1. Public Comment Period –

Ms. Mary Catherine Carmichael, Director of Public Engagements City of Bloomington, approached the podium. Ms. Carmichael thanked the Board Members for their time, effort, wisdom and the talent they share with the community. Ms. Carmichael offered her services to the Board of Park Commissioners as Director of Public Engagements.

The Board thanked Ms. Carmichael

Mr. Wolfgang VonBuchler, Bloomington resident approached the podium. Mr. VonBuchler stated he is interested in getting the Park Board to plant trees in Bryan Park and what use to be the Third Street Park. So when there are concerts, there is shade close to the stage, and people will sit close to the stage area.

The second item, volcano mulching is bad and a real effort should be made, at least by the City, to sit a good example when planting trees. Volcano mulching, there are reasons not do it, and there are reasons to mulch a tree properly. I know it takes extra manpower, whether you subcontract the work, or the City does it themselves. It bothers me when I see, what I believe is our government money, used in that way. Which is improper, the tree will die sooner and the

expense in the long run will be higher than if it was done correctly in the first place. Mr. VonBuchler gave the Board a handout regarding volcano mulching.

The third item is tree topping. What caught my attention when we moved here, I saw advertisements in the Herald Times for tree services offering tree topping and other trimming. Some cities have passed ordinances to prohibit tree topping by their tree services companies. Most of our trees are cut pretty well, we have an arborist in the City and with some of the tree services, but you still see some of the tree topping where they chop up the tree. We need to make the public aware of it and why it is bad. Mr. Von Buchler gave the Board a handout on the dangers of tree topping.

The Board was grateful Mr. VonBuchler brought up the shade issue at events, this will be a topic of discussion. The Board will reach out to Mr. Lee Huss, Urban Forester regarding the other issues as well.

B-2. Bravo Award – AmeriCorps “Oak 8” Team

Ms. Julie Ramey, Community Relations Manager, the 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, the Oak 8 Team has assisted our Vegetation Management team with pulling invasive plant species throughout Upper Cascades Park. Their long hours and rigorous work, has been an invaluable help to our invasive removal efforts. The team has also contributed several hours to our Community Garden locations. 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. The Department is proud to recognize the AmeriCorps Oak 8 Team, as our August BRAVO Award recipients.

Mr. Jon Behrman, Natural Resource Laborer approached the podium. The AmeriCorps “Oak 8” Team has been great to work with, they have been efficient, on time, very present, and mindful of their work. Primarily, they have assisted with the removal of 20 foot honeysuckle bushes, cutting these huge plants out with handsaws. The working conditions are hard, with the heat, ticks, and insects, yet they have put their hearts into the job. They are very deserving of this award.

Ms. Cortney Tocci approached the podium. Ms. Tocci thanked the Board for the opportunity to get to know this beautiful City. The work is really hard, especially with the heat. “Oak 8” has had a great group of workers to be work next to, and it was a great experience to get to know the whole Bloomington area.

The Board thanked the AmeriCorps “Oak 8” Team for their hard work.

B-3. Parks Partner Award – None

B-4. Staff Introduction – None

C. OTHER BUSINESS

C-1. Review/Approval of 2019 General Fund Budget

Ms. Paula McDevitt, Director presented the 2019 General Fund Budget Request and 2019 Goals

Department Overview

- 2,342 acres of property
- 169,450 participations in 2017
- 6.9 million in Park Bond projects at 24 sites
- 34 million buildout of Switchyard Park
- 53 Full time staff – 37 non-union/16 union
- 30.6 miles of trails
- 300 sports & recreation programs annually
- CAPRA Accredited in 2001, 2006, 2011 and 2017
- Gold Medal Award – won in 2007 and finalist in 2018
- Zero base budget

Summary 2019 General Fund Budget Request

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%

Category 1 – Personnel Services increase of \$235,185

- Line 111 increase of \$67,933 - 2% salary increase for non-union regular FT employees. The upgrade of two positions, one union and one non-union. Both positions will assist with Switchyard Park.
- Line 112 – increase of \$123,018 increase in staffing positions in Natural Resources, Community Events, Banneker Community Center, Landscaping, and Cemeteries.

Category 2 – Supplies decrease of \$11,535

- Line 222 decrease in agricultural supplies for infield materials, grass seed, and project supplies such as stone and fill.
- Line 231 decrease in building materials and supplies for Bryan Park Pool, Frank Southern Ice Arena, Golf Services, and Youth Services – Allison-Jukebox Community Center

Category 3 – Other Services increase of \$139,867

- Line 331 printing increase in Community Relations for Switchyard Park marketing materials, new trail maps, Parks branded folders, and in Natural Resources for new trail maps for Griffy Lake Nature Preserve.
- Line 332 increase in advertising for Switchyard Park
- Line 351,352 and 353 increase in electric, water and sewer, and natural gas for the operations at Switchyard Park.
- Line 365 increase in other repairs for Frank Southern Ice arena locker room and lobby area benches, lighting and scoreboard repair at Winslow Sports Complex.
- Line 384 increase in lease purchase for first year of golf cart lease purchase agreement.

Category 4 – Capital increase of \$18,200

- Line 451 increase for carpet replacement at the Buskirk-Chumley Theater.

Conclusion – the 2019 Parks and Recreation’s budget request reflects increase to provide essential services, facilities and programs to enhance the quality of life in our community.

The Board thanked Ms. McDevitt for the efforts of the Department. The budget is modest, organized, and impressive. The increases seem very reasonable.

The Board inquired if the zero base approach makes a difference in the outcome of the budget, or the interaction of the staff with budgetary issues.

Ms. McDevitt stated it is a good process. It is a healthy process to start from zero, and not just move over the budget amounts from the previous years. It gives pause to consider what is needed, and is reflective in the Parks budget. Staff understands the process, understands each expense lines, and understands the needs for the coming year.

The Board inquired as Switchyard Park comes on line, what is anticipated for the budget in the coming years? It is such a huge addition to the inventory. The park will surely increase the need for additional staffing, maintenance, landscaping and upkeep. Creating a need for a larger budget, or finding places to reduce expenses elsewhere. To accommodate such a large park, it is important to think ahead, and it may mean going to the Council to ask for an increase to the Department's overall budget.

Ms. McDevitt responded we have been considering the future budget. The Department has been working with Pros Consultant to project Switchyard Park revenue and expenses for a six year period. Pros Consultant will present their findings at the September Board meeting. The Department will be able to have a better understanding of the needs at the end of 2020. Over a six year period, the Performa is looking at a cost recovery from 41% to 46%.

Mr. Les Coyne made a motion to approve the 2019 General Fund Budget Request. Mr. Joe Hoffmann seconded the motion. Motion unanimously carried.

C 2. Review/Approval of Partnership Agreement with Monroe County Library

Ms. Leslie Brinson, Community Events Manager the purpose of this Agreement is to outline and continue, the program partnership which has established a self-guided Story Walk at Reverend Butler Park. The self-guided Story Walks are placed along trails to inspire parents, teacher, and caregivers to take young children outside for physical activity and learning at the same time. Staff recommends continuing this partnership with Monroe County Public Library.

Ms. Marilyn Wood, Director Monroe County Public Library approached the podium. On the Library's behalf, we are very pleased with this collaboration. It has been a very successful opportunity for us to bring out our book bike, have programing at the park, and work in collaboration with Banneker Community Center. The story board is changed out twice a year, and we hope to continue with programs each time the book is changed.

The Board inquired if this was a digital screen. If Library contracted with supplier to purchase the story.

Ms. Wood responded no, this is all analog. It is an opportunity for kids to read the sixteen pages of a storybook as they walk the trail. It gives care givers literacy tips as they walk about. It is an actual story book, through copy right, the Library can take apart, reproduce, laminate and display.

Mr. Les Coyne made a motion to approve the Partnership Agreement with Monroe County Library. Mr. Joes Hoffmann seconded the motion. Motion unanimously carried.

C-3 Review/Approval of Addendum to Woods Electrical Contractor's Inc. Service Agreement

Mr. Dave Williams, Director of Operations, the Department and Woods Electrical Contractor's entered into a Service Agreement in November 2017 for electric service and repairs. The original agreement was Four Thousand Nine Hundred Ninety Nine Dollars (\$4,999). The compensation has exceeded the agreed upon amount, both parties would like to increase the amount of compensation to Eight Thousand Dollars (\$8,000). All other terms of the agreement are still intact. Staff recommends the Addendum to this Partnership.

The Board inquired if this was for routine services.

Mr. Williams responded yes, it is for routine services. Lights out on the B-Line trail is the most frequent U-report received. For safety and security reasons, the Department tries to be very responsive to the replacements of the lights. Woods Electric has been great in assisting with the replacement of these lightbulbs in a timely manner.

Mr. Les Coyne made a motion to approve the Addendum to Woods Electrical Contractor's Inc. Service Agreement. Mr. Joe Hoffman seconded the motion. Motion unanimously carried.

C-4 Review/Approval of Contract with Lentz Paving, LLC

Mr. John Turnbull, Sports Division Director to keep courts in good playing condition, the Department would like to have courts resurfaced at several locations. The Department requires the services of a professional consultant in order to perform court resurfacing at the following locations: Bryan Park Basketball Courts (2), Brayan 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, and Winslow Tennis Courts (6). Two bids were received, with Lentz Paving, LLC being the lowest. Staff recommends the approval of this contract with Lentz Paving for \$175,296. Funds will be paid from the General Obligation Bond.

Mr. Les Coyne made a motion to approve the Contract with Lentz Paving, LLC. Mr. Joe Hoffman seconded the motion. Motion unanimously carried.

C-5 Review/Approval of Contract with VET Environmental Engineering, LLC

Mr. Steve Cotter, Natural Resources Manager a landowner has offered to donate a 20-acre parcel adjacent to Griffy Lake Nature Preserve. The Department wishes to determine environmental conditions, and requires the services of a professional consultant in order to perform lead paint testing and asbestos inspection and sampling of 3 cabins located on Parcel #53-01-22-2000-000.000-004. Staff recommends the approval of this contract with VET Environmental Engineering, LLC in the amount of \$2,500.

Mr. Les Coyne made a motion to approve the Contract with VET Environmental Engineering, LLC. Mr. Joe Hoffman seconded the motion. Motion was unanimously carried.

D REPORTS

D-1. Recreations Division – None

D-2 Operations Division – Griffy Lake Nature Preserve Deer Management Plan Update

Mr. Steve Cotter approached the podium, and presented report update.

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, 2018 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. To allow a CHAP hunt within the Preserve, the Board would once again, need to request a change to the language of the ordinance.

The Board commented there are a number of positive aspects to the CHAP program. The State Parks have had great success with allowing organized hunts in the parks. This program sounds well managed. The Board would support the request, to change the language to allow organized hunting at Griffy Lake Nature Preserve.

D-3. Sports Division – ASA 16U Northern National Tournament

Mr. John Turnbull, Division Director Sports approached the podium and presented an overview:

USA Softball Girls' Class A 16-Under Fast Pitch Northern National was held July 26th through July 28, 2018.

- 2 complexes: Winslow and Twin Lakes Sports Park
- 41 teams from 12 states participated
- 27 umpires
- Approximately 500 players
- Estimated 1,100 additional family members
- \$10,418 in gate sales
- \$18,450 in entry fees
- \$5,000 in concessions sales
- \$8,500 in umpire payroll
- \$83,000 in direct spending
- \$1.2 million in economic impact

D-4 Administrative Division – None

Ms. Paula McDevitt, the next Board of Park Commissioners meeting will be held, Tuesday, September 18, 2018.

ADJOURNMENT

Meeting adjourned at 5:12 p.m.

Respectfully Submitted,



Kim Clapp, Secretary Board of Park Commissioners



Journal Edit Listing

Sort By Entry

Department	Number	Journal Type	Sub Ledger	G/L Date	Description	Source	Reference	Reclassification	Journal Type
Parks - Parks & Recreation	2018-00013596	BA	GL	08/29/2018	Budget Amendment				
G/L Date	G/L Account Number	Account Description		Description	Source	Increase Amount	Decrease Amount		
08/29/2018	201-18-186500-53830	Bank Charges		Budget Amendment		300.00	.00		
08/29/2018	201-18-184500-53830	Bank Charges		Budget Amendment		500.00	.00		
08/29/2018	201-18-186507-52420	Other Supplies		Budget Amendment		28.00	.00		
08/29/2018	201-18-G18008-51120	Salaries and Wages - Temporary		Budget Amendment		27,868.00	.00		
08/29/2018	201-18-G18008-51210	FICA		Budget Amendment		2,132.00	.00		
Number of Entries: 5						\$30,828.00	\$0.00		

REVENUES AND EXPENSES: COMPARISON REPORT								
Expenses	2017	2017	2017	2017	2018	2018	2018	
August-18	Total	Actual	Expenses	% of Expenses	Total	Expenses	% of Expenses	
	Expense	Expenses	as of	Spent	Expense	as of	Spent	%
	Budget	for Year	August	to date	Budget	August	to date	change
General Fund								
Administration	750,594	739,993	588,464	79.52%	621,831	496,269	79.81%	-15.67%
Health & Wellness	105,197	97,753	68,104	69.67%	105,923	73,980	64.30%	8.63%
Community Relations	423,303	378,011	247,277	65.42%	416,453	271,588	59.38%	9.83%
Aquatics	330,688	297,537	245,338	82.46%	328,839	248,503	75.57%	1.29%
Frank Southern Center	341,117	338,165	209,648	62.00%	359,800	215,601	59.92%	2.84%
Golf Services	885,638	864,187	636,403	73.64%	935,271	741,635	79.30%	16.54%
Natural Resources	370,961	320,835	214,970	67.00%	392,366	250,116	63.75%	16.35%
Youth Programs	59,844	55,165	35,663	64.65%	60,195	43,690	72.58%	22.51%
TLRC	282,216	280,198	188,996	67.45%	284,750	199,484	70.06%	5.55%
Community Events	384,284	347,783	229,307	65.93%	414,238	292,281	70.56%	27.46%
Adult Sports	288,431	266,304	179,774	67.51%	323,760	202,474	62.54%	12.63%
Youth Sports	267,398	267,488	191,807	71.71%	271,744	233,473	85.92%	21.72%
BBCC	304,977	275,756	208,640	75.66%	289,803	235,541	81.28%	12.89%
Inclusive Recreation	72,632	73,771	53,946	73.13%	78,403	58,355	74.43%	8.17%
Operations	1,546,438	1,434,103	935,218	65.21%	1,890,127	1,103,533	58.38%	18.00%
Landscaping	283,362	227,841	151,026	66.29%	311,041	183,774	59.08%	21.68%
Cemeteries	173,285	162,628	109,046	67.05%	182,605	124,787	68.34%	14.43%
Urban Forestry	400,381	386,720	259,339	67.06%	585,324	275,509	47.07%	6.24%
General Fund total:	7,270,746	6,814,238	4,752,969	69.75%	7,852,474	5,250,593	66.87%	10.47%
Non-Reverting Fund								
Administration	27,640	3,328	2,508	75.36%	14,650	6,410	43.76%	155.58%
Health & Wellness	1,914	1,172	685	58.41%	1,240	138	11.15%	-79.81%
Community Relations	4,650	1,465	465	31.74%	4,650	1,815	39.03%	0.00%
Aquatics	64,433	38,939	37,623	96.62%	69,543	64,311	92.48%	70.93%
Frank Southern Center	94,423	77,769	37,549	48.28%	97,498	47,848	49.08%	27.43%
Golf Services	126,105	98,300	80,781	82.18%	133,709	78,546	58.74%	-2.77%
Natural Resources	50,992	23,820	19,212	80.65%	53,485	56,748	106.10%	0.00%
Youth Programs	178,521	198,464	133,096	67.06%	209,805	159,869	76.20%	20.12%
*TLRC - day to day	970,663	835,622	293,787	35.16%	470,943	310,456	65.92%	5.67%
Community Events	190,881	166,067	113,578	68.39%	181,069	103,691	57.27%	-8.70%
Adult Sports	230,225	164,008	127,590	77.79%	199,830	111,573	55.83%	-12.55%
Youth Sports	26,845	19,068	11,027	57.83%	18,754	6,953	37.07%	-36.95%
BBCC	25,403	44,054	32,652	74.12%	15,892	8,450	53.17%	-74.12%
Inclusive Recreation	0	0	0	0.00%	0	0	0.00%	0.00%
Operations	19,195	56,104	55,852	99.55%	52,861	46,515	88.00%	-16.72%
Dog Park	0	0	0	0.00%	0	0	0.00%	0.00%
Switchyard	14,800	32,436	25,536	78.73%	12,877	11,435	88.80%	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	973,185	55.28%	1,541,556	1,020,209	66.18%	4.83%
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	1,511,820	65.74%	2,213,502	1,692,154	76.45%	11.93%
Other Misc Funds								
MCCSC 21st Com Learn Cnt G	29,950	41,391	23,906		884	24,777		
G14004 Tree Planting			0					
G14006 Out-of School Prg.			0					
G15008 Summer Food Prg.	11,115	17,606	17,606		11,115	16,451		
G15009 Nature Days S/Star		4,318	3,978			109		
Griffy Lake Nature Day		5,137	3,757	73.13%		4,216	0.00%	0.00%
Wapehani I-69 Mitigation		201,075	201,075	100.00%		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			4,472		
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	272,922	99.84%	12,450	74,641	599.54%	0.00%
TOTAL ALL FUNDS	9,877,604	9,387,327	6,537,711	69.64%	10,078,425	7,017,388	69.63%	7.34%

REVENUES AND EXPENSES: COMPARISON REPORT								
Revenues August 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	%
	<u>Budget</u>	<u>for year</u>	<u>August</u>	<u>to date</u>	<u>for year</u>	<u>August</u>	<u>to date</u>	<u>change</u>
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	1,526	77.62%	500	813	162.60%	-46.71%
Community Relations	0	0	0	0.00%	0	0	0.00%	0.00%
Aquatics	153,500	194,506	188,811	97.07%	168,000	193,349	115.09%	2.40%
Frank Southern	219,900	184,531	112,142	60.77%	224,900	127,105	56.52%	13.34%
Golf Services	568,500	542,711	418,330	77.08%	526,700	445,479	84.58%	6.49%
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	11,970	97.00%	10,700	11,900	111.21%	-0.58%
Adult Sports	78,000	63,772	63,772	100.00%	71,000	57,603	81.13%	-9.67%
Youth Sports	33,900	28,995	26,045	89.82%	32,000	23,032	71.97%	-11.57%
BBCC	12,000	12,223	7,349	60.12%	11,000	8,971	81.56%	22.07%
Operations	0	25	25	100.00%	0	0	0.00%	0.00%
Landscaping	0	0	20,083	0.00%	0	0	0.00%	0.00%
Cemeteries	39,700	26,833	0	0.00%	31,050	23,800	76.65%	#DIV/0!
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	850,052	79.60%	1,075,850	892,081	82.92%	4.94%
General Fund Total	7,146,750	7,133,007	6,880,102	96.45%	7,334,370	7,150,601	97.49%	3.93%
Non-Reverting Fund								
Administration	40,650	36,327	23,513	64.73%	40,600	21,728	53.52%	-7.60%
Health & Wellness	3,550	3,124	1,393	44.58%	2,739	1,782	65.04%	27.94%
Community Relations	4,650	3,000	2,000	66.67%	4,650	1,789	38.46%	-10.57%
Aquatics	126,373	113,789	111,661	98.13%	122,700	89,965	73.32%	-19.43%
Frank Southern	153,400	126,988	38,642	30.43%	151,900	36,114	23.77%	-6.54%
Golf Services	151,300	163,579	111,738	68.31%	158,500	110,260	69.56%	-1.32%
Natural Resources	58,525	70,821	61,198	86.41%	60,890	59,638	97.94%	-2.55%
Youth Programs	189,866	218,910	180,657	82.53%	215,060	202,920	94.36%	12.32%
*TLRC -Operational	782,329	750,934	496,698	66.14%	763,029	517,734	67.85%	4.24%
Community Events	191,760	214,892	159,531	74.24%	193,752	158,629	81.87%	-0.57%
Adult Sports	216,500	147,655	135,227	91.58%	207,000	135,560	65.49%	0.25%
Youth Sports	25,000	25,624	21,301	83.13%	19,500	10,181	52.21%	-52.20%
BBCC	29,420	59,280	23,447	39.55%	5,150	18,278	354.91%	-22.05%
Operations	51,640	57,121	44,712	78.28%	56,440	86,484	153.23%	93.42%
Dog Park	400	0	0	0.00%	400	0	0.00%	0.00%
Switchyard (CCC Propt)	82,800	73,736	58,582	79.45%	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	1,559	8.71%	9,300	15,994	171.98%	925.63%
N-R Fund subtotal:	2,117,463	2,083,690	1,471,858	70.64%	2,011,610	1,467,053	72.93%	-0.33%
Other Misc Funds								
G14006 Out-of-School Prg		20	20			0		
G14007 MCCSC 21st Com	60,000	21,410	21,410		60,000	20,931		
G14009 Summer Food Grant	13,744	19,059	19,059		27,864	20,102		
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	262			387		
G17007 - Goat Farm		0	0			0		
Banneker Nature Days		0	0			4,860		
Yth & Adolescent Phy Act						4,856		
Nature Days Star		4,340	4,340			4,967		
Other Misc Funds total:	0	300,258	96,951		87,864	67,068		
TOTAL ALL FUNDS	9,264,213	9,516,954	8,448,911	88.78%	9,433,844	8,684,723	92.06%	2.79%

	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	9/12/2018	revenue	9/12/2018	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	21,881.52		6,410.44	0.00	15,471.08	216,275.86
181001	Health & Wellness	7,379.62	1,781.50		138.22	0.00	1,643.28	9,022.90
181100	Community Relations	34,889.04	2,788.53		1,848.00	0.00	940.53	35,829.57
182001	Aquatics	389,566.90	91,284.80		65,045.01	0.00	26,239.79	415,806.69
182500	Frank Southern Center	175,036.20	37,181.51		47,848.13	0.00	(10,666.62)	164,369.58
183500	Golf Course	208,121.70	112,878.73		80,350.82	0.00	32,527.91	240,649.61
184000	Natural Resources	248,977.29	62,164.58		56,794.68	0.00	5,369.90	254,347.19
184500	Allison Jukebox	170,562.07	205,189.05		160,365.28	0.00	44,823.77	215,385.84
*185000	TLRC	(878,837.80)	471,776.24		984,354.08	0.00	(512,577.84)	(1,391,415.64)
185009	TLRC Reserve	569,299.15	58,750.00		0.00	0.00	58,750.00	628,049.15
186500	Community Events	471,824.72	165,756.27		108,017.85	0.00	57,738.42	529,563.14
187001	Adult Sports	74,000.53	135,898.53		128,871.96	0.00	7,026.57	81,027.10
187202	Youth Sports	104,401.59	10,450.87		6,952.86	0.00	3,498.01	107,899.60
187209	Skate Park	543.88	0.00		0.00	0.00	0.00	543.88
187500	Benjamin Banneker Comm Center	56,647.65	18,277.79		8,449.97	0.00	9,827.82	66,475.47
189000	Operations	137,207.83	88,936.90		50,146.79	0.00	38,790.11	175,997.94
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		11,974.73	0.00	(11,974.73)	218,965.79
189500	Landscaping	12,704.36	0.00		5,449.75	0.00	(5,449.75)	7,254.61
189501	Cemeteries	1,497.00	0.00		0.00	0.00	0.00	1,497.00
189503	Urban Forestry	7,093.63	16,253.68		0.00	0.00	16,253.68	23,347.31
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	1,501,250.50	0.00	1,723,018.57	0.00	(221,768.07)	2,006,886.38
* 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.								(221,768.07)
								INCREASE/DECREASE FOR THE CURRENT

Bloomington Parks and Recreation Surplus Declaration Form

Sep-18

[illegible]



CITY OF BLOOMINGTON
parks and recreation

STAFF REPORT

Agenda Item: B-5
Date: 9/14/2018

Administrator
Review\Approval
PM

TO: Board of Park Commissioners
FROM: Raphael Tingley, Operations Fellow
DATE: September 18, 2018
SUBJECT: **Operations Fellow Introduction**

Recommendation

This report is for the information of the Board.

Background

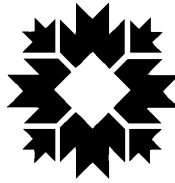
Raphael Tingley is a first year Master's student pursuing a Master's of Public Affairs at the School of Public and Environmental Affairs (SPEA) at Indiana University. He intends to concentrate on policy analysis and local government management. He recently moved to Bloomington from Northern California, where he was working at an environmental nonprofit focusing on the dangers of indoor pollutants such as highly fluorinated chemicals and brominated flame retardants.

Raphael completed his undergraduate degree at UC Santa Cruz in California, with a major in Political Science and a minor in history. He is looking forward to using his SPEA fellowship at Parks and Rec to learn more about how city policy can have a positive impact on the sustainable growth and maintenance of our shared green spaces. In his spare time, Raphael enjoys hiking, drinking good coffee, and watching baseball.

RESPECTFULLY SUBMITTED,

Raphael Tingley

Raphael Tingley, Operations Fellow



CITY OF BLOOMINGTON
parks and recreation

STAFF REPORT

Agenda Item: C-1
Date: 9/14/2018

Administrator
Review\Approval
PM

TO: Board of Park Commissioners
FROM: Elizabeth Tompkins, Natural Resources Coordinator
DATE: September 18, 2018
SUBJECT: **REVIEW/APPROVAL OF ENVIRONMENTAL RESOURCES ADVISORY COUNCIL APPOINTMENTS**

Recommendation

Staff recommends the approval of Environmental Resources Advisory Council appointment, Dan Myers.

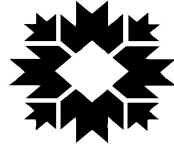
Background

The Environmental Resources Advisory Council (ERAC) acts as an advisory board for Bloomington Parks and Recreation in all policy matters pertaining to operations of city natural areas and/or facilities. ERAC is made up of nine (9) members and one (1) ex-officio member. There is currently one vacant position with a term through the end of 2018.

One application was received from Dan Meyers. Staff believes his background as a Water Resource Specialist and education in Fisheries and Wildlife Management and Biology (Aquatic Sciences Emphasis), and Professional Certificate in Watershed Management will provide a valuable perspective for the advisory council.

RESPECTFULLY SUBMITTED,

Elizabeth Tompkins, Natural Resources Coordinator



CITY OF BLOOMINGTON
parks and recreation

APPLICATION

ADVISORY COUNCILS

Date: August 29, 2018

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

Name: Dan Myers

Address: 474 E Melrose Ave

Home phone: n/a Work/Cell phone: 231-675-7149

E-mail: myersdt@iu.edu

Are you a City resident? Yes

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

Occupation: PhD Student and Associate Instructor, Indiana University Bloomington

Why are you interested in applying for this position?

Prior to graduate school, I spent 4.5 years as Water Resource Specialist at the Tip of the Mitt Watershed Council in Petoskey, MI. I worked with various communities to develop cooperative plans to manage lakes, streams, and watersheds. I served on many committees and coordinated community events like river cleanups, volunteer monitoring programs, and youth education. I then spent two years assisting a local government alliance by studying and providing recommendations for management of an urban trout stream in Grand Rapids, MI during my Master's education. Natural resources management is important to me because I grew up enjoying the outdoors and parklands. I believe my experience with water resources management and partnerships could benefit Bloomington's community and parks.

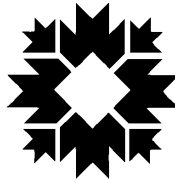
What are your qualifications for this position?

I have a B.S. Fisheries and Wildlife Management, M.S. Biology (Aquatic Sciences Emphasis), and Professional Certificate in Watershed Management. I have broad experience with Geographic Information Systems and management of lakes, streams, and invasive species. I do have a strong focus with aquatic resources but would not limit myself to them.

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

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

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



CITY OF BLOOMINGTON
parks and recreation

STAFF REPORT

Agenda Item: C-2
Date: 9/18/2018

Administrator
Review\Approval
PM

TO: Board of Park Commissioners
FROM: Amy Shrake, Facility/Program Coordinator
DATE: September 11, 2018
SUBJECT: REVIEW/APPROVAL OF PARTNERSHIP AGREEMENT WITH
SPECIAL OLYMPICS INDIANA – MONROE COUNTY

Recommendation

Staff recommends approval of the addendum to the partnership agreement with Special Olympics Indiana – Monroe County (SOIMC) previously approved in April.

Background

The addendum removes a sentence that would have required a level of insurance that would be an undue burden on a volunteer organization.

The purpose of this partnership is to support athletic opportunities for community members with developmental disabilities. The City of Bloomington Parks and Recreation Department and the SOIMC have been partnering since 2006, providing individuals with disabilities greater access to sport opportunities. The partnership allows Bloomington Parks and Recreation to continue supporting sports for individuals with disabilities and offers SOIMC flexibility with their programming. The department will continue to facilitate SOIMC's requests for fields and facilities as well as assisting with marketing programs.

Bloomington Parks & Recreation Inclusive Recreation Coordinator, Amy Shrake will continue to facilitate the partnership and be a liaison between SOIMC and BPRD.

RESPECTFULLY SUBMITTED,

A. Shrake, CTRS

Amy Shrake, CTRS
Program/Facility Coordinator

**ADDENDUM I
TO
AGREEMENT BETWEEN
CITY OF BLOOMINGTON
PARKS AND RECREATION DEPARTMENT
AND
SPECIAL OLYMPICS INDIANA MONROE COUNTY
FOR
ANNUAL SERVICE AGREEMENT**

Entered in this ____ day of _____, 2018

WHEREAS, on **May 1, 2018**, the City of Bloomington Department of Parks and Recreation (the “Department”) and Special Olympics Indiana Monroe County (“SOIN-MC”) entered into an Agreement (“Agreement”) to provide a more affordable and effective Special Olympic program; and

WHEREAS, the burden to provide insurance at the requested level was determined to make the program not affordable for SOIN-MC; and

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

Article 1. Release and Hold Harmless Agreement: To modify the Article 9 of the Agreement to remove “even if caused by the negligence of releases.”

Article 2. Modification: All other terms of the Agreement (entered in on May 1, 2018) are still intact. Any other modification to Agreement shall be in writing.

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

CITY OF BLOOMINGTON

Paula McDevitt, Director
Parks and Recreation Department

Kathleen Mills, President
Board of Park Commissioners

Philippa M. Guthrie, Corporation Counsel

**SPECIAL OLYMPICS INDIANA
MONROE COUNTY**

Denise Brown, County Coordinator
Special Olympics Indiana Monroe County

Jeff Mohler, CEO
Special Olympics Indiana Monroe County



CITY OF BLOOMINGTON
parks and recreation

STAFF REPORT

Agenda Item C-3
Date: 9/14/2018

Administrator
Review\Approval
PM

TO: Board of Park Commissioners
FROM: Bill Ream, Community Events Coordinator
DATE: **September 18, 2018**
SUBJECT: **PARTNERSHIP AGREEMENT WITH WONDERLAB AND THE MONROE COUNTY FAIRGROUNDS FOR THE BLOOMINGTON PUMPKIN LAUNCH**

Recommendation

Staff recommends the approval of the 2018 Partnership Agreement for the Bloomington Pumpkin Launch between Bloomington Parks and Recreation and Monroe County Fairgrounds and WonderLab.

Background

This is the thirteenth year for the event. This is the eighth year for the partnership with WonderLab and the sixth year for the partnership with the Monroe County Fairgrounds.

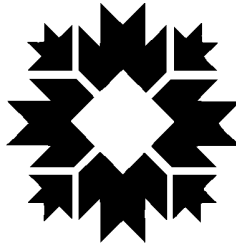
At this year's event, WonderLab will again coordinate children's activities during the event and the Monroe County Fairgrounds will be the site host while Bloomington Parks and Recreation will coordinate all of the logistics of the event. We are excited to work with these organizations on a partnership level to bring a fun and exciting event to the Bloomington community.

Highlights include:

- The event will be held on Saturday, October 27th at the Monroe County Fairgrounds. The gates open and activities will start at 11am and the launching will start at noon.
- The event will include pumpkin launching competitions in distance and accuracy, a children's area including pumpkin and science related activities and an inflatable obstacle course, live musical entertainment, and food vendors.

RESPECTFULLY SUBMITTED,

Bill Ream, Community Events Coordinator



**CITY OF BLOOMINGTON
parks and recreation**

**COOPERATION SERVICE AGREEMENT
PROGRAM PARTNERSHIP**

Partner(s):

This Agreement is made and entered into this _____ day of _____, 2018, by and between the Bloomington Parks and Recreation Department (“BPRD”), and Monroe County Fairgrounds (“the Fairgrounds”), and WonderLab.

WHEREAS, there is a need for a unique fall event in Bloomington; and

WHEREAS, the BPRD, the Fairgrounds and WonderLab desire to cooperate in the provision of a community event called the Bloomington Pumpkin Launch for the general public; and

WHEREAS, the Fairgrounds and WonderLab are qualified to perform such services; and

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

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

NOW THEREFORE, the partners do mutually agree as follows:

1. Purpose of Agreement:

The goal of this project is to outline a program partnership which will provide an event that is a fun way for members of the Bloomington community to celebrate autumn by combining available resources from each partner to the Agreement.

2. Duration of Agreement:

This Agreement commences on September 18, 2018 and expires on December 31, 2018 unless terminated earlier as provided under Article 9 of this Agreement.

3. Bloomington Parks & Recreation

The goals of BPRD are to partner with other community agencies and provide an opportunity for the Bloomington community to participate in an affordable and family-friendly fall event called the Bloomington Pumpkin Launch. The event, to be held at the Monroe County Fairgrounds on Saturday, October 27th, from 11:00am-4:00 pm, is designed to create a fun way to provide an afternoon of fall activities for community members.

BPRD agrees to:

- 3.1. Assist with the distribution of promotional materials to include flyers, registration information, posters, and newsletters.
- 3.2. Communicate to the public and participants regarding concerns or questions about cooperative programs and activities.
- 3.3. Promote the Bloomington Pumpkin Launch at other major family-friendly BPRD events prior to the event.
- 3.4. Share all marketing/promotional material with the Fairgrounds and WonderLab prior to advertising.
- 3.5. Coordinate all pumpkin launching competitions and the distribution of any awards associated with these competitions
- 3.6. Coordinate logistics with partners for entire event
- 3.7. Coordinate the set-up and tear-down of the event
- 3.8. Coordinate registration of pumpkin launchers
- 3.9. Coordinate collection of visitor entry fees
- 3.10. Coordinate live musical entertainment
- 3.11. Coordinate food vendors for the event
- 3.12. Provide paid staff for joint program efforts at the event
- 3.13. Provide the services of the Community Events Coordinator as a liaison, consultant and contact person between the Fairgrounds, WonderLab, and BPRD and additional full-time/part-time staff necessary for the event.
- 3.14. Assist with providing volunteers
- 3.15. Coordinate acknowledgement and thank you for sponsors

4. Monroe County Fairgrounds

The goals of the Fairgrounds are to partner with other community agencies and provide an opportunity for the Bloomington community to participate in an affordable and family-friendly fall event called the Bloomington Pumpkin Launch. The event, to be held at the Monroe County Fairgrounds on Saturday, October 27th from 11:00am-4:00 pm is designed to create a fun way to provide an afternoon of fall activities for community members.

The Fairgrounds agrees to:

- 4.1. Maintain close contact with Bill Ream, Community Events Coordinator, and address any related issues to his attention
- 4.2. Assist with the distribution of promotional materials to include flyers, registration information,

posters, and newsletters

- 4.3. Include information about event on their website and any other appropriate areas such as signs
- 4.4. Provide the site for event
- 4.5. Mow all grassy areas being used for the event and for parking no more than 1 week prior to the event
- 4.6. Assist with logistics and layout of the site including electrical needs, moving of equipment /vehicles and anything else in the event area, unlocking of gates, etc as necessary prior to event
- 4.7. Provide the following items for event: banquet tables and chairs, picnic tables, trash cans with liners, and barricades to block interior roads
- 4.8. Provide staff to assist with set-up and tear-down of event and building coverage

5. WonderLab

The goals of WonderLab are to partner with other community agencies and provide an opportunity for the Bloomington community to participate in an affordable and family-friendly fall event called the Bloomington Pumpkin Launch. The event, to be held at the Monroe County Fairgrounds on Saturday, October 27th from 11:00am-4:00 pm is designed to create a fun way to provide an afternoon of fall activities for community members.

WonderLab agrees to:

- 5.1. Maintain close contact with Bill Ream, Community Events Coordinator, and address any related issues to his attention
- 5.2. Assist with the distribution of promotional materials to include flyers, registration information, posters, and newsletters
- 5.3. Create, provide, and coordinate fun and educational children's activities including obtaining all necessary supplies
- 5.4. Assist in contacting the community schools and teachers to generate interest in launch competition participants as well as event spectators
- 5.5. Recruit volunteers to assist with children's activities on the day of the event
- 5.6. Assist with set up and tear down of event

6. Terms Mutually Agreed to By All Partners:

The intent of this Agreement is to document a mutually beneficial partnership between BPRD, the Fairgrounds, and WonderLab for the Bloomington Pumpkin Launch.

BPRD, the Fairgrounds and WonderLab agree to:

- 6.1. Share all marketing/promotional material between all partners involved
- 6.2. Coordinate safety management and regulate visitor flow at event

- 6.3. Split the event profit equally between all 3 partners. Event profit will be the revenue generated from entrance fees minus direct expenses for the event.
- 6.4. Ensure that staff and personnel involved in this Agreement will at all times represent all partners to this Agreement in a professional manner, and reflect the commitment of all partners to quality services and customer satisfaction
- 6.5. Honor the commitment of personnel, facilities, supplies/materials and payments according to the timetable agreed upon by all partners
- 6.6. The prohibitions of smoking and the consumption of alcoholic beverages shall apply to all participants in and visitors to the Bloomington Pumpkin Launch even though the program does not occur on City property.

7. Insurance

The Monroe County Fairgrounds, WonderLab and the City of Bloomington Parks & Recreation Department shall furnish each other with a certificate of insurance upon execution of this partnership Agreement. Each party will maintain comprehensive general liability insurance.

8. Notice and Agreement Representatives:

- 8.1. Notice regarding any significant concerns and/or breaches of the Agreement shall be given to those contacts as follows:

Bloomington Parks and Recreation

Becky Barrick-Higgins
Recreation Services Director
P.O. Box 848,
Bloomington, IN 47402
(812) 349-3713

Monroe County Fairgrounds

Mike Stogsdill
Fair Board President
5700 W. Airport Rd.
Bloomington, IN 47403
(812) 825-7439

WonderLab

Karen Jepsen-Innes
Executive Director
308 W. 4th Street
Bloomington, IN 47404
(812) 337-1337

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

Bloomington Parks and Recreation

Bill Ream, Community Events Coordinator
(812) 349-3748

Monroe County Fairgrounds

Melissa Frye, Facilities Manager
(812) 825-7439

WonderLab

Nick Whites
Museum Educator: Outreach & Elementary Education Specialist
812-337-1337 ext. 19

9. Termination:

- 9.1. Termination by mutual agreement: The partners may terminate this Agreement prior to December 31, 2018, by mutual written agreement only.

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

10. Indemnity

Each party agrees to release, hold harmless and forever indemnify the other party and its volunteers, employees, officers and agents from any and all claims or causes of action that may arise from its reckless, negligent or intentional acts or failure to act in performance of this Agreement. This includes claims for personal injury, property damage, and/or any other type of claim which may arise from these activities, whether such claims may be brought by the parties or any third party.

11. E-Verify:

Fairgrounds and WonderLab are 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). Fairgrounds and WonderLab shall sign an affidavit (attached as Appendix A-1 and A-2) affirming that they does not knowingly employ an unauthorized alien. Fairgrounds and WonderLab shall require any subcontractors performing work under this contract to certify to them 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. Fairgrounds and WonderLab 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.

Monroe County Fairgrounds

WonderLab

Mike Stogsdill, Fair Board President

Karen Jepsen-Innes, Executive Director

City of Bloomington

Philippa M. Guthrie, Corporation Counsel

City of Bloomington Parks and Recreation

Paula McDevitt, Director

Kathleen Mills, President,
Board of Park Commissioners

APPENDIX A-1
Fairgrounds

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:

- has contracted with or is seeking to contract with the City of Bloomington to provide services; OR
- is a subcontractor on a contract to provide services to the City of Bloomington.

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

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

Signature

Printed name

STATE OF INDIANA)

) SS:

COUNTY OF MONROE)

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

Notary Public

Printed name

My Commission Expires: _____

APPENDIX A-2
WonderLab

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:

- has contracted with or is seeking to contract with the City of Bloomington to provide services; OR
- is a subcontractor on a contract to provide services to the City of Bloomington.

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

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

Signature

Printed name

STATE OF INDIANA)

) SS:

COUNTY OF MONROE)

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

Notary Public

Printed name

My Commission Expires: _____



CITY OF BLOOMINGTON
parks and recreation

STAFF REPORT

Agenda Item: C-4
Date: 9/14/2018

Administrator
Review\Approval
PM

TO: Board of Park Commissioners
FROM: Crystal Ritter, Community Events Coordinator
DATE: Tuesday, September 18th, 2018
SUBJECT: REVIEW AND APPROVAL OF THE 2018 HOLIDAY MARKET EXHIBITOR AGREEMENT

Recommendation

Staff recommends the approval of the Holiday Market Exhibitor Agreement for the 2018 Holiday Market to be held on Saturday, November 24th from 10:00 AM to 3:00 PM. This is an agreement between the participating artist vendors and the City of Bloomington Parks and Recreation detailing the expectations and policies for both parties.

Background

The Holiday Market is an annual event that take place the Saturday following the Thanksgiving holiday each year. This year's Holiday Market is on Saturday, November 24th from 10:00 AM to 3:00 P.M.

There are no significant changes to this year's contract. Dates were updated for 2018 and wording pertaining to family members' eligibility to sell in each other booths was updated to make the policy more clear.

RESPECTFULLY SUBMITTED,

Crystal Ritter, Community Events Coordinator

Holiday Market 2018 EXHIBITOR AGREEMENT

In consideration for the right to participate in the 2018 Holiday Market ("Market"), the City of Bloomington ("City"), and the undersigned exhibitor(s) ("Exhibitor"), agree to the following, and to the accompanying Market Information (Exhibit A), which are incorporated herein by reference and are a part of this Agreement.

1. ADMINISTRATION

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

2. ELIGIBILITY OF EXHIBITORS

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

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

Only individuals who are named as Exhibitors in this Agreement may exhibit and sell at the Market. An Exhibitor may exhibit and sell only works which (s)he or her/his immediate family has produced in accordance with the guidelines set forth in this Agreement. If a family member intends to sell with you in your booth and their artwork will make up greater than 20% of the items offered for sale in your booth, then that family member must apply for the Holiday Market separately.

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

3. WORKS PERMITTED FOR EXHIBITION AND SALE

All works must be approved by the Market Jury prior to exhibition and sale. All works must be original and made by the Exhibitor. Significant alteration of commercial components not made by the Exhibitor but used in any work is required. Works must be safe, be a durable good, and exhibit quality of craftsmanship. In works made from or including dried flowers, the flowers must be grown by the Exhibitor.

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

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

4. REGISTRATION TO EXHIBIT AND SELL

The Exhibitor must have signed this Agreement or be named in this Agreement and have authorized another person to sign on his/her behalf, or have been authorized by the maker of the works to exhibit and sell the works at the Market, and have paid all applicable fees before exhibiting or selling any works. Contracts must

be signed and returned to the Parks and Recreation office at 401 North Morton Street, Suite 250 (mailing address: P.O. Box 848, Bloomington, Indiana 47402) by the deadlines set forth in the Market Information.

5. CANCELLATION AND NO SHOWS

Any Exhibitor who cancels must notify the Market Administrator **in writing**. Cancellations received **in writing** at least thirty (30) days prior to the 2018 Holiday Market will receive a full refund less a Fifteen Dollar (\$15.00) administrative fee. Cancellations received less than thirty (30) days prior to the 2018 Holiday Market will not receive a refund. If an Exhibitor is absent without prior notification, this absence will be taken into consideration for acceptance of that Exhibitor's work at future Markets.

6. EQUIPMENT AND SUPPLIES

Each Exhibitor must supply her/his own tables and other display equipment. Tent coverage will be provided by the City to those Exhibitors selling outside.

7. PROPERTY MAINTENANCE AND UTILIZATION

Market hours are from 10:00 AM until 3:00 PM. **The Exhibitor must have set up her/his display and be ready to sell by 9:45 AM. For security purposes, all Exhibitors must be present at their booth starting at 9:15 AM through the completion of the Market. The Exhibitor may not begin to tear-down display until 3:00 PM.** The Exhibitor must vacate the premises by 4:00 PM and remove all personal items and equipment. Exhibitors must clean litter and debris before leaving or they will be subject to a garbage removal fee of One Hundred Dollars (\$100.00).

8. CITY'S REMEDIES FOR BREACH

Violation of any material provision of this Agreement is a material breach and constitutes a default by the Exhibitor. When the City notifies the Exhibitor of the occurrence of a breach or default during Market hours, and if the Exhibitor fails to correct the breach or default within a reasonable time, the Exhibitor agrees to remove personal equipment, clean the area, and vacate the Market premises immediately. Failure to vacate as described above may require the City to take legal action. Upon occurrence of a material breach of this Agreement, the City may terminate this Agreement, by so stating in a written notice to the Exhibitor, and to retain, as liquidated damages and not as a penalty, any fees prepaid by the Exhibitor. The City may also, in its sole discretion, determine that it will not contract with some or all of the individuals listed as Exhibitors in this Agreement, to sell at the Market in future seasons.

9. COVENANT NOT TO SUE

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

10. INDEMNIFICATION

The Exhibitor hereby agrees to indemnify, hold harmless, release, waive, and forever discharge the City of Bloomington, Indiana, its employees, agents, and officers, and the members of the Market Steering Committee and Market Jury, for all bodily and personal injuries, including injuries resulting in death, and property damage, claims actions, damages, liabilities, and expenses, including reasonable attorney fees and court costs, which may occur as a result of the Exhibitor's participation in the Market, whether or not in tort or contract, and whether or not caused by a negligent act or omission of the City of Bloomington, its employees, agents, or officers, or the Market Steering Committee or the Market Jury.

EXHIBITOR COPY

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

SIGNATURES

Exhibitor Information

Print full name of each Exhibitor (Primary Exhibitor)

(Additional Exhibitors)

Print mailing address(es)

Exhibitors' phone number(s) _____

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

Primary Exhibitor's Signature Date
Market Registrant

Additional Exhibitor's Signature Date
Market Registrant

Additional Exhibitor's Signature Date

Additional Exhibitor's Signature Date

Paula McDevitt, Director, Parks & Recreation Department Date

Philippa M. Guthrie, Corporation Counsel Date

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

Yes _____ No _____

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

CITY COPY

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

SIGNATURES

Exhibitor Information

Print full name of each Exhibitor (Primary Exhibitor)

Additional Exhibitor(s)

Print mailing address(es)

Exhibitors' phone number(s)

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

Primary Exhibitor's Signature Date
Market Registrant

Additional Exhibitor's Signature Date
Market Registrant

Additional Exhibitor's Signature Date

Additional Exhibitor's Signature Date

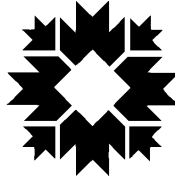
Paula McDevitt, Director, Parks & Recreation Department Date

Philippa M. Guthrie, Corporation Counsel Date

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

Yes _____ No _____

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



CITY OF BLOOMINGTON
parks and recreation

STAFF REPORT

Agenda Item: C-5
Date: 9/14/2018

Administrator
Review\Approval
PM

TO: Board of Park Commissioners
FROM: Sarah Mullin, Market Master Specialist
DATE: September 18, 2018
SUBJECT: CONTRACT TEMPLATE APPROVAL FOR LOCAL PRODUCT VENDORS AT HOLIDAY MARKET

Recommendation

Staff recommends approval of the contract template for local product vendors at Holiday Market. No significant changes have been made to the template, and it has been approved by the Legal Department.

Background

The 16th annual Holiday Market takes place Saturday, November 24th at City Hall. Visitors can shop for locally grown farm products, and arts and fine crafts created by local artisans, while enjoying local entertainment, carolers, carriage and train rides, visits with St. Nick and more.

RESPECTFULLY SUBMITTED,

Sarah Mullin, Market Master Specialist

2018 HOLIDAY MARKET LOCAL PRODUCT AND SERVICE CONTRACT

In consideration for the right to participate in the 2018 Holiday Market (hereinafter “Market”), the City of Bloomington (hereinafter “City”), and the undersigned vendor(s), (hereinafter “Vendor”), agree to the following, and to the accompanying Local Product and Service Vendor Information, which is incorporated herein by reference and is a part of this contract.

1. DEFINITION

- a. “Vendor” is a person or non-profit group whose local products and/or services have been accepted for exhibition and sale at the Market pursuant to this agreement, or the immediate family of such person, as defined in this agreement, and who has signed this agreement.
- b. “Immediate family” is defined in this agreement to be a parent, child, spouse, or domestic partner of a person whose product has been accepted for sale at Market.

2. ELIGIBILITY OF EXHIBITION

Only individuals or non-profit groups who are named as Vendors in this agreement may exhibit and sell at the Market. A Vendor may exhibit and sell only works/services which he or his immediate family or non-profit group has produced in accordance with the guidelines set forth in this agreement.

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

Vendor agrees to pay twenty five dollars (\$25.00) to the City in order to participate in the Market if it is a non-profit group. Any Vendor who is *not* a non-profit group agrees to pay forty dollars (\$40.00) to the City in order to participate in the Market. All payments must be tendered prior to participating in the Market.

3. APPLICATION/AGREEMENT TO SELL

The Vendor must have completed in full and signed this contract or be named in this contract and have authorized another person to sign on his/her behalf and have paid all applicable fees by the deadline below before Vendor is allowed to participate at the Market. Contracts must be signed and returned to the Parks and Recreation office at 401 North Morton Street, Suite 250 by 1st of November, 2018.

4. ITEMS PERMITTED FOR EXHIBITION AND SALE

All items must be made in Indiana and must have local or unique character. Baked goods and other processed foods must be made from scratch. Vendors selling potentially hazardous foods, must process them in a state licensed facility and have a food vending permit from the Monroe County Health Department. Non-potentially hazardous foods are not required to be prepared in state licensed facilities, if they are prepared in a state licensed facility, Vendor must have a food vending permit from the Monroe County Health Department. A complete list of foods to be sold must be attached to the signed contract along with a copy of the Monroe County Health

Department permit, if required. Items must be safe, have a decent life expectancy, and exhibit quality of craftsmanship.

The City reserves the right to verify that items/services exhibited meet the above criteria. Vendor must display legible price markers for items/services offered for sale.

5. CITY'S REMEDIES FOR BREACH

Violation of any material provision of this agreement is a material breach and considered default by the Vendor. Upon the occurrence of a breach or default, the City shall immediately and verbally notify Vendor of the breach or default. If the Vendor fails to immediately correct the breach or default to the City's satisfaction, the Vendor shall discreetly and quietly remove personal equipment, clean the area, and vacate the Market premises. Failure to vacate as described above may subject the Vendor to civil and criminal remedies, including, but not limited to, remedies for civil and criminal trespass.

Upon occurrence of a material breach of this agreement, the City shall declare this agreement terminated and shall retain, as liquidated damages and not as a penalty, any fees prepaid by the Vendor. The City may also, in its sole discretion, determine that it will not contract with some or all of the individuals listed as Vendors to sell at the Market in future seasons.

6. LAW AND VENUE

This Agreement shall be interpreted and construed according to the laws of the State of Indiana and venue of any dispute shall be Monroe County Circuit Court, Indiana.

7. COVENANT NOT TO SUE

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

8. SEVERABILITY AND WAIVER

In the event that any clause or provision of this Agreement 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 Agreement. Failure of either party to insist on strict compliance with any provision of this Agreement shall not constitute waiver of that party's right to demand later compliance with the same or other provisions of this Agreement.

9. INDEMNIFICATION

The Vendor is solely responsible for damages resulting from the sale of unsafe or unsound goods. The Vendor hereby agrees to indemnify, hold harmless, release, waive, and forever discharge the City of Bloomington, Indiana, its employees, agents, and officers, for all bodily and personal injuries, including injuries resulting in death, and property damage, claims actions, damages, liabilities, and expenses, including reasonable attorneys' fees and court costs, which may occur as a result of Vendor's participation in the Market, whether or not sounding in tort or

contract, and whether or not caused by a negligent act or omission of the City of Bloomington, its employees, agents, or officers.

Please fill out and return this page with payment to the City of Bloomington Parks and Recreation Department by Thursday, November 1, 2018. Booth space will not be secured until the signed contract and full payment have been received.

VENDOR(S) INFORMATION

Vendor's Name Printed	Vendor's Address and Phone Number

Do you give the City permission to release your name, address and phone number to customers interested in contacting you for information and/or special orders?

Yes _____ No _____

This agreement is effective upon signature by Vendor, Parks Administrator and Corporation Counsel. It is only valid for the 2018 Holiday Market, terminating at the close of the Market on November 24, 2018. This agreement may only be terminated in writing and by mutual agreement of all parties to said agreement.

Vendor's Signature

Date

Vendor's Signature

Date

Vendor's Signature

Date

Vendor's Signature

Date

Paula McDevitt, Administrator

Date

Philippa Guthrie, Corporation Counsel

Date



CITY OF BLOOMINGTON
parks and recreation

STAFF REPORT

Agenda Item: C-6
Date: 9/14/2018

Administrator
Review\Approval
PM

TO: Board of Park Commissioners
FROM: Leslie Brinson, Community Events Manager
DATE: September 18, 2018
SUBJECT: CARRIAGE RIDE CONTRACT- HOLIDAY MARKET

Recommendation

Staff recommend approval of the contract for \$1,300 with Newsom's Carriage & Sleigh to provide carriage rides for the Holiday Market. Newsom's Carriage and Sleigh will bring two horse-drawn carriages to the holiday market and will offer rides from 10:00 am to 3:00 pm.

Background

In 2017 the Department contracted with Newsom's Carriage & Sleigh to provide carriage rides for attendees at the Holiday Market. This has been a great feature for the Market, adding an "Old World" flair. The Holiday Market is on Saturday, November 24 from 10 a.m. to 3 p.m. Parks would pay Newsom's Carriage & Sleigh \$1,300 for two horse-drawn carriages for the day. Participants will be charged \$5 per ride. Typically this activity breaks even. Staff will seek approval from the Board of Public Works for the route, require Newsom to provide manure bags for the horses, and seek approval of an animal fee waiver from Animal Care and Control.

RESPECTFULLY SUBMITTED,

Leslie Brinson, Community Events Manager

AGREEMENT BETWEEN CITY OF BLOOMINGTON PARKS AND RECREATION DEPARTMENT AND NEWSOM'S CARRIAGE & SLEIGH

This Agreement, entered into on this ____ day of _____, 2018, by and between the City of Bloomington Department of Parks and Recreation (the "Department"), and Newsom's Carriage & Sleigh ("Contractor").

Article 1. Scope of Services Contractor shall provide two horse carriages with horses for five hours of carriage rides ("Services"). The carriage rides will be on Saturday, November 24th from 10:00am until 3:00pm. Contractor shall provide all insurance documentation and veterinarian certification to the City of Bloomington Legal Department at least (7) days prior to the Holiday Market. Contractor shall submit the horses used for the carriage rides to an inspection by the animal control officer per BMC 7.16.20. Contractor shall remove all animal waste from any public street, alley, stream or public place or horses must wear diapers/ manure bags. Contractor shall comply with the Board of Public Works' resolution that stipulates the route of the carriage rides on the day of the service.

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. Consultant shall complete the Services required under this Agreement on or before January 1, 2019 unless the parties mutually agree to a later completion date. Completion shall mean completion of all work related to the Services. In the performance of Contractor's work, Contractor agrees to maintain such coordination with the Department as may be requested and desirable, including primary coordination with Marcia Veldman 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 Consultant for this project only, and shall not be reused or reassigned for any other purpose without the written permission of the Department.

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

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

Article 4. Compensation The Department shall pay Consultant for all fees and expenses in an amount not to exceed One Thousand Three Hundred Dollars (\$1,300). Consultant shall submit an invoice to the Department upon the completion of the Services described in Article 1. The invoice shall be sent to: Marcia Veldman, City of Bloomington, 401 N. Morton, Suite 250, Bloomington, Indiana 47404. Invoices may be sent via first class mail postage prepaid or via email. Payment will be remitted to Consultant within forty-five (45) days of receipt of invoice. Additional services not set forth in Article 1, or changes in the Services must be authorized in writing by the Department or its designated project coordinator prior to such work being performed, or expenses incurred. The Department shall not make payment for any unauthorized work or expenses.

Article 5. Appropriation of Funds Notwithstanding any other provision of this Agreement, if funds for the continued fulfillment of this Agreement by the Department are at any time not forthcoming or are insufficient, through failure of any entity, including the Department itself, to appropriate funds or otherwise, then the Department shall have the right to terminate this Agreement without penalty.

Article 6. Schedule Consultant shall provide two horse carriages with horses for five hours of carriage rides. The carriage rides will be on Saturday, November 24th from 10:00am until 3:00pm ("Schedule"). The time limits established by this schedule shall not be exceeded, except for reasonable cause as mutually agreed by the parties.

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

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

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

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

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

Article 12. Insurance During the performance of any and all Services under this Agreement, Consultant shall maintain the following insurance in full force and effect: a) General Liability Insurance, with a minimum combined single limit of \$1,000,000 for each occurrence and \$2,000,000 in the aggregate; b) Automobile Liability Insurance, with a minimum combined single limit of \$1,000,000 for each person and \$1,000,000 for each accident; c) Workers' Compensation Insurance in accordance with the statutory requirements of Title 22 of the Indiana Code; and d) Professional Liability Insurance ("Errors and Omissions Insurance") with a minimum limit of \$1,000,000 annual aggregate. All insurance policies shall be issued by an insurance company authorized to issue such insurance in the State of Indiana. The City of Bloomington, the Department, and the officers, employees and agents of each shall be named as insureds under the General Liability, Automobile, and Worker's Compensation policies, and such

policies shall stipulate that the insurance will operate as primary insurance and that no other insurance of the City's will be called upon to contribute to a loss hereunder. Consultant shall provide evidence of each insurance policy to the Department prior to the commencement of work under this Agreement.

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

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

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

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

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

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

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

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

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

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

Department: City of Bloomington, Attn: Marcia Veldman, 401 N. Morton, Bloomington, IN 47404.

Consultant: Newsom's Carriage & Sleigh. Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of the Department and Consultant.

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

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

CITY OF BLOOMINGTON

Philippa M. Guthrie, Corporation Counsel

Newsom's Carriage & Sleigh

Ross Newsom (Owner)

CITY OF BLOOMINGTON PARKS AND RECREATION

Paula McDevitt, Director

Kathleen Mills, President, Board of Park Commissioners

EXHIBIT A
E-VERIFY AFFIDAVIT

STATE OF INDIANA)
)SS:
COUNTY OF _____)

AFFIDAVIT

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

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

Signature

Printed Name

STATE OF INDIANA)
)SS:
COUNTY OF _____)

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

Notary Public's Signature My Commission Expires: _____

Printed Name of Notary Public County of Residence: _____

EXHIBIT B

STATE OF _____)
) SS:
COUNTY OF _____)

NON-COLLUSION AFFIDAVIT

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

OATH AND AFFIRMATION

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

Dated this _____ day of _____, 2018.

Newsom's Carriage & Sleigh

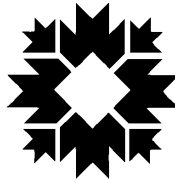
By: _____

STATE OF _____)
) SS:
COUNTY OF _____)

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

Notary Public's Signature My Commission Expires: _____

Printed Name of Notary Public County of Residence: _____



CITY OF BLOOMINGTON
parks and recreation

STAFF REPORT

Agenda Item: C-7
Date: 9/14/2018

Administrator
Review\Approval
PM

TO: Board of Park Commissioners
FROM: Erik Pearson-Program/Facility Coordinator
DATE: September 18th, 2018
SUBJECT: Jump Start Sports Partnership Agreement

Recommendation

Staff recommends the approval of a partnership with Jump Start Sports for preschool sports programming and sports summer camps.

Background

The department partnered with Jump Start Sports for the first time in 2017. Jump Start Sports is an organization that works with Indiana parks and recreation departments to facilitate instruction-based sports programming for preschool aged children. Jump Start Sports coordinated the fall and spring tee ball options and had positive registration numbers and customer feedback. They will do the same in 2018-2019 in addition to 3-4 weekly sports camps in the summer.

RESPECTFULLY SUBMITTED,

Erik Pearson

Erik Pearson
Program/Facility Coordinator

**City of Bloomington
Parks and Recreation Department
Program Partnership Agreement
Jump Start Sports**

This Agreement is made and entered into this _____ day of September 2018, by and between the City of Bloomington Parks & Recreation Department, (“BPRD”) and Jump Start Sports (“JSS”).

WHEREAS, BPRD and JSS desire to cooperate in offering preschool sports programs and summer sports camps; and

WHEREAS, JSS 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 offer preschool sports programs and summer sports camps that focus on introducing sports to children in an instruction based, fun environment. This partnership will allow these programs to take place at BPRD facilities, and will result in increasing the quality of preschool sports programs and allowing more Bloomington families to participate.

2.0 Duration of Agreement:

This Agreement shall be in full force and effect from September 18, 2018, to September 18, 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 JSS in order to provide programs necessary for the positive development and well-being of the community.

- 3.1.** Include program description and registration information in Program Guide, and in subsequent flyers.
- 3.2.** Provide facility space at BPRD facilities for JSS to coordinate programming.
- 3.3.** Agree to share data on program participants and have them remain both in the BPRD system as well as JSS.
- 3.4.** BPRD will receive 25% of league registration fees at the completion of the programs. If the minimum participation number is not met, the percentage BPRD receives will be adjusted.
- 3.5.** BPRD will have final authority in situations regarding inclement weather and use of BPRD facilities.

4.0 Jump Start Sports :

The goal of JSS is to work in partnership with BPRD for the purpose of establishing, organizing, and running recreation sports programs held in the Bloomington community.

- 4.1. Maintain close contact with Erik Pearson, Coordinator, and bring any related issues to his attention promptly.
- 4.2. Responsible for all aspects of managing and operating these programs including marketing, sales, sales administration, customer service, program planning, staffing, equipment, team shirts, officiating, trophies, and insuring both entities against potential liability claims.
- 4.3. Receive registration information and create program rosters and fees through Jump Start Sports website and will be responsible for entering this.
- 4.4. JSS will receive 75% of league registration fees. If the minimum participation number is not met, the percentage BPRD receives will be adjusted.
- 4.5. Will communicate with participants regarding scheduling or other issues in a timely manner.
- 4.6. Will submit payment to BPRD for programming no later than two weeks past the last session of programming.
- 4.7. In the event that JSS CANNOT operate agreed upon programs due to staffing issues or other incidents related to JSS operations, BPRD will receive compensation of \$475, which is the average of the payment amount received by BPRD for the four previous programs organized by JSS prior to September 2018.

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 JSS.

- 5.1. The intent of this agreement is to document a mutually beneficial partnership between JSS and BPRD for fall, spring, and summer sports programs.
- 5.2. The staff and personnel involved in this Agreement will at all times represent all partners to this Agreement in a professional manner, and reflect the commitment of all partners to quality services, prompt communication, and customer satisfaction.
- 5.3. JSS and BPRD will provide timely and responsive updates to each other leading up to a program season regarding marketing, facilities, budget, and user information.
- 5.4. JSS and BPRD will act in concert regarding all policies and procedures. As such, JSS and BPRD will agree mutually on all issues regarding pricing policies, marketing materials, program fees, discount policies, cancellation policies, and refund policies.
- 5.5. The commitment of facility resources will be honored according to the timetable agreed upon by all partners.
- 5.6. 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.
- 5.7. 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.

5.8. This Agreement and the services provided will be evaluated in January 2018.

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

Erik Pearson
Box 848
Bloomington, IN 47402
pearsone@bloomington.in.gov
812-349-3734

Jump Start Sports

Logan Clevenger
lclevenger@jumpstartsports.com
317-775-1300

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

Bloomington Parks & Recreation

Erik Pearson
Box 848
Bloomington, IN 47402
pearsone@bloomington.in.gov
812-349-3734

Jump Start Sports

Logan Clevenger
lclevenger@jumpstartsports.com
317-775-1300

7.0 Termination:

7.1. Termination by mutual agreement: The partners may terminate this Agreement prior to February 28, 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:

JSS, 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:

JSS 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). JSS shall sign an affidavit, attached as Exhibit A, affirming that JSS does not knowingly employ an unauthorized alien. JSS shall require any subcontractors performing work under this contract to certify to JSS 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. JSS 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**

Jump Start Sports

Kathleen Mills, President
Board of Park Commissioners

Logan Clevenger

Paula McDevitt, BPRD Director

Philippa M. Guthrie, Corporation Counsel

STATE OF INDIANA)
)SS:
COUNTY OF)

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.

Printed Name

STATE OF INDIANA)
)SS:
COUNTY OF _____)

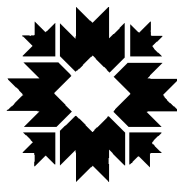
Before me, a Notary Public in and for said County and State, personally appeared _____ and acknowledged the execution of the foregoing this _____ day of _____, 2018.

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-8
Date: 9/14/2018

Administrator
Review\Approval
PM

TO: Administrator
FROM: Mark Sterner, General Manager, Twin Lakes Recreation Center
DATE: August 14, 2018
SUBJECT: REVIEW/APPROVAL OF PARTNERSHIP AGREEMENT BLOOMINGTON SOCCER, LLC

Recommendation

Staff recommends approval of the partnership agreement with Bloomington Soccer, LLC.

Background

Bloomington Soccer has operated a successful and well respected youth and adult soccer program at the Twin Lakes Recreation Center (formerly the Bloomington Sportsplex) since the facility opened in 1999. Ownership of Bloomington Soccer switched from Chris Doran to David Prall at the beginning of 2018. These programs have included developmental programs for youth as well as recreational and competitive soccer leagues for youth and adults. The role of this partnership is to assist David Prall in continuing to offer these programs to the Bloomington community. This provides quality soccer programming for members of the community as well as significant field rental revenue for the Twin Lakes Recreation Center. This is the 9th year of the partnership between Bloomington Soccer, LLC and BPRD. There are no significant changes to this year's partnership agreement. Staff recommends approval.

RESPECTFULLY SUBMITTED,

Mark Sterner
General Manager, Twin Lakes Recreation Center



COOPERATIVE SERVICE AGREEMENT PROGRAM PARTNERSHIP

This Agreement, made and entered into this ____ day of _____, 2018, by and between the Bloomington Parks and Recreation Department (BPRD) and David Prall (David Prall), WITNESSETH:

WHEREAS, both BPRD and David Prall wish to provide an opportunity for the Bloomington/Monroe County community to participate in specialized recreation programs that are designed to meet the needs of youth and adults in the community and to promote health and well-being through participation in cooperative and competitive recreational soccer programs, and a partnership between BPRD and David Prall is in the public interest; and

WHEREAS, there is an apparent need for a recreational soccer program, and BPRD and David Prall desire to cooperate in the provision of soccer programs for the general public; and

WHEREAS, David Prall is capable to perform such services, and has a history of operating an inclusive program that serves the needs of the Bloomington community, and has a good record of cooperation with BPRD; and

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

WHEREAS, services provided by each party will reflect on the other, so clear communication and an outline of expectations is necessary;

NOW THEREFORE, the parties do mutually agree as follows:

- 1. Purpose of Agreement.** This agreement outlines a program partnership which will provide an affordable and effective program, designed to provide the Bloomington community developmental soccer programs and recreational soccer leagues by combining available resources from each party to the agreement.
- 2. Duration of Agreement.** This agreement shall be in full force and effect from the date of approval of both parties until May 31, 2019 unless terminated earlier as provided herein.
- 3. Duties of BPRD.** BPRD agrees to:
 - a. Allow the user group access to the Twin Lakes Recreation Center sport turf on established dates as times established between each party;
 - b. Allow the user group access to Twin Lakes Recreation Center sport turf specified on the dates and at the times set forth at a partnership rate of \$65 per hour;

- c. Parks and Recreation staff will be on site to open and close the facility and assist with facility-related matters at the Twin Lakes Recreation Center. No BPRD staff will be specifically assigned to the user group.
- d. Provide the services of the General Manager as a liaison, consultant and contact person between the facilitated user group and the Bloomington Parks and Recreation Department.
- e. Respond to citizen reports (see Section 4.e. below) within 24 hours of receipt.
- f. BPRD shall provide for limited promotion/advertising to include space in BPRD's Fall, Winter, and Spring seasonal program guides. This shall include program descriptions, dates, times, registration information, and contact information specific to the facilitated user group.

4. Goals and Duties of David Prall. The goals of David Prall are to offer instructional and recreational soccer programs for the community at large. David Prall hereby agrees to:

- a. Maintain close contact with the General Manager;
- b. Agree to have all adults (18 and over) involved with the program submit to a local and state criminal history check at the cost of the user group.
- c. Pay turf usage fees as specified in the above rates. Failure to pay fees by the date specified below will result in a late charge of \$100 for each month late and denial of access to facilities.

Billing Period	Payment Due
September 1 – November 16	November 23, 2018
November 17 – December 14	December 21, 2018
December 15 – February 15	February 22, 2019
February 16 – April 5	April 12, 2019

- d. List the Parks and Recreation Department on all publicity and promotional materials developed by user group as a “partner” or “in partnership with.” A copy of any promotional materials should be submitted to the Twin Lakes Recreation Center's General Manager for approval prior to distribution to the public.
- e. Any citizen concerns, reports or problems regarding the facility, improvements to the facility, services provided by staff or other issues will be referred to Parks and Recreation on the designated form within 24 hours of observation. Forms are available through the BPRD's on-site staff.
- f. Obtain legally binding liability waivers from all participants, which release the City of Bloomington, its Parks and Recreation Department, and its employees, officers and agents from any claims that may arise from participation in activities anticipated by this Agreement. To the extent that David Prall fails to secure such waivers, it shall hold BPRD and the City of Bloomington harmless from any and

all such claims.

- g. Name the City of Bloomington as additional insured on its general liability policies and shall provide BPRD with certificate of insurance prior to September 1, 2018.

5. Behavior. The staff and personnel involved in this agreement will at all times represent all parties to this agreement in a professional manner, and reflect the commitment of all parties to quality services and customer satisfaction.

6. BPRD Review of Chris Doran's Program. David Prall is recognized as having the ability to conduct soccer programs safely and effectively. BPRD shall have the right to review risk management, agreement terms, coaching, and player behavior and service quality issues.

7. Notice and Agreement Representatives.

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

Bloomington Soccer, LLC.
David Prall
2020 E. Kensington Place
Bloomington, IN 47401
812-361-7986

Bloomington Parks and Recreation
Mark Sterner
P.O. Box 848
Bloomington, IN 47402
(812) 349-3769

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

David Prall
Bloomington Soccer, LLC
812-361-7986

Mark Sterner
Youth Sports/Facilities Manager, TLRC
(812) 349-3769

8. Termination. The parties may terminate this Agreement prior to its expiration by mutual written agreement. In the event that one of the parties breaches any of its terms and conditions, the non-breaching party may terminate this Agreement by serving written notice of the breach to the other party by certified mail. The offending party shall then have ten days from the date of the notice in which to cure the breach. If the offending party fails to cure the breach within ten days, the non-breaching party may, at its option and in writing, unilaterally terminate the Agreement.

9. Insurance and Indemnity. David Prall shall maintain comprehensive general liability insurance, with a minimum combined single limit of \$1,000,000 per occurrence and \$2,000,000 in the aggregate. The policy shall name the City of Bloomington Parks and Recreation Department as an additional insured, and David Prall shall provide Parks with a certificate of insurance prior to the commencement of operations under this Agreement. David Prall and its insurer shall notify Parks within ten (10) days of any insurance cancellation.

Each party agrees to release, hold harmless and forever indemnify the other party and its employees, officers and agents from any and all claims or causes of action that may arise from its

reckless, negligent or intentional acts or failure to act in performance of this Agreement. This includes claims for personal injury, property damage, and/or any other type of claim which may arise from these activities, whether such claims may be brought by the parties or any third party.

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

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the day and date first stated above.

David Prall

By: _____
David Prall

BLOOMINGTON PARKS AND RECREATION

By: _____
Paula McDevitt, Parks and Recreation Director

Kathleen Mills, President
Board of Park Commissioners

Philippa M. Guthrie, Corporate Counsel

STATE OF INDIANA)
)SS:
COUNTY OF _____)



CITY OF BLOOMINGTON
parks and recreation

STAFF REPORT

Agenda Item C-9
Date: 9/14/2018

Administrator
Review\Approval
PM

TO: Administrator
FROM: John Turnbull, Division Director Sports
DATE: September 11, 2018
SUBJECT: REVIEW/APPROVAL OF CONTRACT WITH BLUESTONE, LLC

Recommendation

Staff recommends approval of this agreement.
Funds are from General Fund 200-18-183500-53650.

Background

This tree cutting is for a wide variety of reasons. Some of these trees are dead and some of them are so overgrown they are compromising tree and green health. The overgrown situation restricts sunlight from turf growth and limits air flow that contributes to turf disease. This is a long standing project that has not been able to be done in house due to time and risk factors.

We put this work out to quote with as many tree services as we could contact and we received two quotes. The other vendors either said they were too busy or this job was too big for their typical work. Ellington Tree Expert quoted \$16,900 and Bluestone quoted \$11,800. The department has had Bluestone do several other tree jobs and have been satisfied with their work.

RESPECTFULLY SUBMITTED,

John Turnbull
Division Director Sports

**AGREEMENT
BETWEEN
CITY OF BLOOMINGTON
PARKS AND RECREATION DEPARTMENT
AND
BLUESTONE, LLC
FOR
TREE REMOVAL AT CASCADES GOLF COURSE**

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

WITNESSETH:

WHEREAS, the Department wishes to have several trees removed from Cascades Golf Course; and

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

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

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

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

Article 1. Scope of Services

Contractor shall provide the Services as specified in Exhibit A, “Scope of Work”, attached hereto and incorporated into this Agreement. Contractor shall diligently provide the Services under this Agreement and shall complete the Services described in this Agreement in a timely manner consistent with the Standard of Care identified in Article 2. Contractor shall complete the Services required under this Agreement on or before December 31, 2018, unless the parties mutually agree to a later completion date. Completion shall mean completion of all work related to the Services.

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

Article 2. Standard of Care

Contractor shall be responsible for completion of the Services in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances (“Standard of Care”). The Department shall be the sole judge of the adequacy of Contractor’s work in meeting the Standard of Care; however, the Department shall not unreasonably

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

Article 3. Responsibilities of the Department

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

Article 4. Compensation

The Department shall pay Contractor for all fees and expenses in an amount not to exceed Eleven Thousand Eight Hundred Dollars and Zero (\$11,800.00). Contractor shall submit an invoice to the Department upon the completion of the Services described in Article 1. Invoices may be sent via first class mail postage prepaid or via email. Payment will be remitted to Contractor within forty-five (45) days of receipt of invoice. The invoice shall be sent to:

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

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

Article 5. Appropriation of Funds

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

Article 6. Schedule

Contractor shall perform the Services by December 31, 2018. The time limits established by this schedule shall not be exceeded, except for reasonable cause as mutually agreed by the parties.

Article 7. Termination

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

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	Bluestone, LLC
Attn: John Turnbull	Joe Rainwater
401 N. Morton, Suite 250	P.O. Box 345
Bloomington, Indiana 47402	Clear Creek, IN 47426

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

BLUESTONE, LLC

Philippa M. Guthrie, Corporation Counsel

Joe Rainwater, Project Manager

CITY OF BLOOMINGTON PARKS AND RECREATION

Paula McDevitt, Director

Kathleen Mills, President,
Board of Park Commissioners

EXHIBIT A

“Scope of Work”

The Services shall include the following:

Remove ridge #1 tree leave logs
Remove and dispose Ridge #3 Ash tree
Remove and dispose Ridge #4 Ash overhanging cart path
Remove and dispose Ridge #5 and #7 trees
Remove and dispose Ridge #6 Ash tree
Remove to woods 7 trees on Ridge #7
Remove to woods Ridge #8 tree
Remove and dispose Ridge #9 two Ash trees

EXHIBIT B
E-VERIFY AFFIDAVIT

STATE OF INDIANA)
)SS:
COUNTY OF _____)

AFFIDAVIT

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

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

Signature

Printed Name

STATE OF INDIANA)
)SS:
COUNTY OF _____)

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

Notary Public's Signature

My Commission Expires: _____

Printed Name of Notary Public

County of Residence: _____

EXHIBIT 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.

Bluestone, LLC

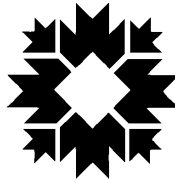
By: _____

STATE OF _____)
) SS:
COUNTY OF _____)

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

Notary Public's Signature My Commission Expires: _____

Printed Name of Notary Public County of Residence: _____



CITY OF BLOOMINGTON
parks and recreation

STAFF REPORT

Agenda Item: C-10
Date: 9/14/2018

Administrator
Review\Approval
PM

TO: Board of Park Commissioners
FROM: John Turnbull, Division Director Sports
DATE: September 14, 2018
SUBJECT: **REVIEW/APPROVAL OF GOLF ADVISORY COUNCIL**

Recommendation

Staff recommends approval of reinstating a golf advisory council.

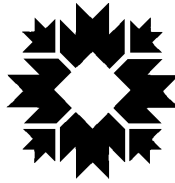
Background

The golf advisory council was formulated in the 1990's to assist in the design and development of the Ridge Nine and all the course and staffing issues that went along with that large project. The council was disbanded in 2004 after many of the issues and agenda items were addressed and discussed. At that time, we struggled to get attendance or desire for participation in a golf advisory council.

We are currently going through several large projects and changes that some long-time customers have expressed a desire to be included in these changes and discussions. Additionally, Superintendent Mark Thrasher will be retiring in December 2018 after more than 40 years of service and that will be a major personnel change for this operation. Due to the number of projects and changes the advisory council could be engaged for at least 3-6 years. At the very least, we would like to give it a try to see if we can get enough interested citizens to participate in an advisory capacity.

RESPECTFULLY SUBMITTED,

Sports Division Director



CITY OF BLOOMINGTON
parks and recreation

STAFF REPORT

Agenda Item C-11
Date: 9/14/2018

Administrator
Review\Approval
PM

TO: Administrator
FROM: John Turnbull, Sports Division Director
DATE: September 18, 2018
SUBJECT: Bloomington Community Park and Recreation Foundation/Don Brineman Memorial Golf Scramble;Waiving Fees

Recommendation

Staff recommends that the Board of Park Commissioners waive cart and green fees for the 23rd Annual Parks and Recreation Foundation Don Brineman Golf Scramble to be held on Wednesday, October 3.

Background

This event is the primary fund raiser for the Bloomington Parks Foundation which supports the Lloyd Olcott Youth Endowment Fund for scholarships. This tournament generally raises between \$7,000 and \$10,000. We welcome any Park Board members that would like to participate in lunch at 11:30am and golf at 1:00 pm.

RESPECTFULLY SUBMITTED,

John Turnbull, Division Director Sports



CITY OF BLOOMINGTON
parks and recreation

STAFF REPORT

Agenda Item: C-12
Date: 9/14/2018

Administrator
Review\Approval
PM

TO: Board of Park Commissioners
FROM: Joanna Sparks, City Landscaper
DATE: September 18, 2018
SUBJECT: BOUNDARY SURVEY AT WHITE OAK CEMETERY BY BLEDSOE
RIGGERT COOPER JAMES (BRCJ)

Recommendation

It is recommended the Board approve a contract agreement with Bledsoe Riggert Cooper and James in the amount of \$3,500 for a boundary survey at White Oak Cemetery. The funding source is Parks General Fund/Operations Division/Cemeteries budget (200-18-189501-53990).

Background

The survey is being performed to verify the property boundaries on all sides to allow for accurate planning of future activities in White Oak Cemetery. Provided in an aerial photo of the property location.

RESPECTFULLY SUBMITTED,

Joanna Sparks

Joanna Sparks, City Landscaper

**AGREEMENT
BETWEEN
CITY OF BLOOMINGTON
PARKS AND RECREATION DEPARTMENT
AND
BLEDSON RIGGERT COOPER JAMES
FOR
BOUNDARY SURVEY AT WHITE OAK CEMETERY**

This Agreement, entered into on this _____ day of _____, 2018, by and between the City of Bloomington Department of Parks and Recreation (the “Department”), and Bledson Riggert Cooper James (“Contractor”).

WITNESSETH:

WHEREAS, the Department wishes to perform a boundary survey at White Oak Cemetery; and

WHEREAS, the Department requires the services of a professional contractor in order to perform said Services as further defined in the Scope of Services below; and

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

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

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

Article 1. Scope of Services

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

Contractor shall complete the Services required under this Agreement on or before December 31, 2018, unless the parties mutually agree to a later completion date. Completion shall mean completion of all work related to the Services.

In the performance of Contractor’s work, Contractor agrees to maintain such coordination with the Department as may be requested and desirable, including primary coordination with Joanna Sparks as the Department’s Project Manager. 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 Three Thousand Five Hundred dollars (\$3500.00). Contractor shall submit an invoice to the Department upon the completion of the Services described in Article 1. Invoices may be sent via first class mail postage prepaid or via email. Payment will be remitted to Contractor within forty-five (45) days of receipt of invoice. The invoice shall be sent to:

Joanna Sparks, City Landscaper
City of Bloomington
401 N. Morton, Suite 250
Bloomington, Indiana 47404

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

Article 5. Appropriation of Funds

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

Article 6. Schedule

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

Article 7. Termination

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

The Department may terminate or suspend performance of this Agreement at the Department's prerogative at any time upon written notice to 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 \$1,000,000 annual aggregate.
- d. Workers' Compensation Insurance in accordance with the statutory requirements of Title 22 of the Indiana Code.

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

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 C, 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	Bledsoe Riggert Cooper James
Attn: Joanna Sparks	ATTN: Christopher Porter, P.D.
401 N. Morton, Suite 250	1351 West Tapp Road
Bloomington, Indiana 47402	Bloomington, IN 47403

Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of the Department and 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 D, affirming that Contractor has not engaged in any collusive conduct. Exhibit D is attached hereto and incorporated by reference as though fully set forth.

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

CITY OF BLOOMINGTON

BLEDSON RIGGERT COOPER JAMES

Philippa M. Guthrie, Corporation Counsel

Marty James, Professional Surveyor

CITY OF BLOOMINGTON
PARKS AND RECREATION

Paula McDevitt, Director

Kathleen Mills, President, Board of Park Commissioners

EXHIBIT A

“Scope of Work”

The Services shall include the following:

Bledsoe Riggert Cooper & James, Inc. proposes to provide a boundary survey of White Oak Cemetery. In completing this survey, we will do the following:

- A) Obtain the current deed of record for the cemetery parcel, and each of the adjoining parcels.
- B) Evaluate the adjoining deeds of record to determine if there are any inconsistencies in title lines.
- C) Conduct a field search for existing section and boundary corners necessary to verify or establish the corners of the cemetery parcel.
- D) Evaluate found corners and calculate the location of any missing corners of the cemetery parcel.
- E) Set survey monuments at any missing corners of the cemetery parcel.
- F) Set metal t-posts at approximately 100 foot intervals along the cemetery boundary lines that do not adjoin a street.
- G) Locate evidence of possession (fences, drives, etc.) along perimeter lines, which will be shown on the plat.
- H) Prepare a plat and report of survey as required by Indiana Administrative Code No. 865 showing and explaining our findings.
- I) Record the plat and report in the Monroe County Recorder's Office.

When complete, a copy of the survey plat and report of survey will be provided to you.

EXHIBIT B

“Project Schedule”

Contractor shall complete the Services required under this Agreement on or before December 31, 2018, unless the parties mutually agree to a later completion date. Completion shall mean completion of all work related to the Services.

STATE OF INDIANA)
)SS:
COUNTY OF _____)

EXHIBIT D

STATE OF _____)
) SS:
COUNTY OF _____)

NON-COLLUSION AFFIDAVIT

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

OATH AND AFFIRMATION

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

Dated this _____ day of _____, 2018.

BLEDSON RIGGERT COOPER JAMES

By: _____

STATE OF _____)
) SS:
COUNTY OF _____)

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

Notary Public's Signature My Commission Expires: _____

Printed Name of Notary Public County of Residence: _____

Bledsoe Riggert Cooper James

LAND SURVEYING • CIVIL ENGINEERING • GIS

August 30, 2018

Joanna Sparks
City of Bloomington Parks and Recreation Department

Re: Surveying services at White Oak Cemetery, Bloomington, Indiana

Ms. Sparks,

Bledsoe Riggert Cooper & James, Inc. is pleased to present this proposal for professional services.

We propose services to provide you with a boundary survey of White Oak Cemetery, as shown below. In completing this survey, we will do the following:

- A) Obtain the current deed of record for the cemetery parcel, and each of the adjoining parcels.
- B) Evaluate the adjoining deeds of record to determine if there are any inconsistencies in title lines.
- C) Conduct a field search for existing section and boundary corners necessary to verify or establish the corners of the cemetery parcel.
- D) Evaluate found corners and calculate the location of any missing corners of the cemetery parcel.
- E) Set survey monuments at any missing corners of the cemetery parcel.
- F) Set metal t-posts at approximately 100 foot intervals along the cemetery boundary lines that do not adjoin a street.
- G) Locate evidence of possession (fences, drives, etc.) along perimeter lines, which will be shown on the plat.
- H) Prepare a plat and report of survey as required by Indiana Administrative Code No. 865 showing and explaining our findings.
- I) Record the plat and report in the Monroe County Recorder's Office.

When complete, a copy of the survey plat and report of survey will be provided to you.

These services will be performed for a cost of \$3500.

Invoices will be mailed upon completion with payment due upon receipt.

Please sign and return one copy of this letter as notice to proceed.

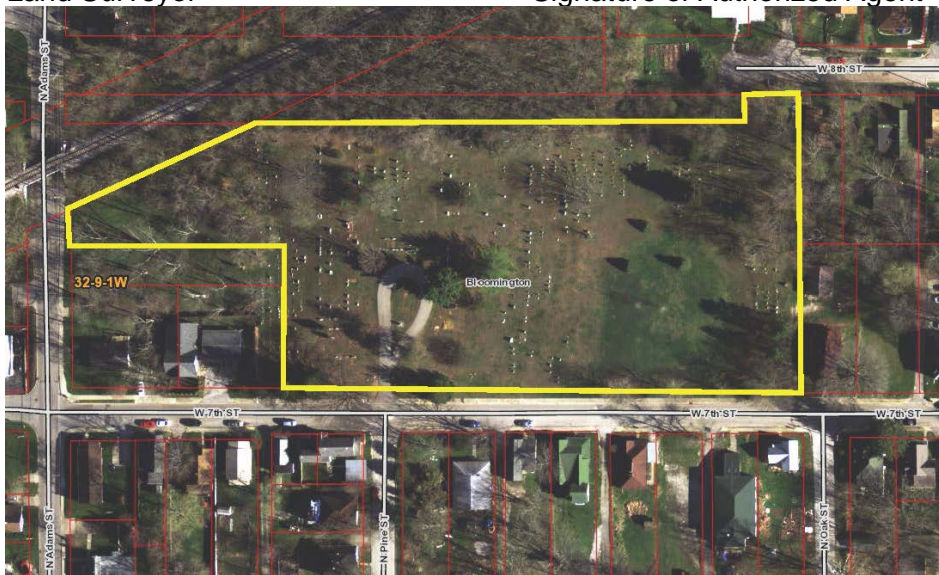
- You may return via mail, email or fax.

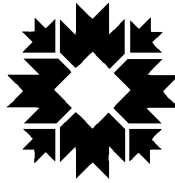
Sincerely,



Christopher L Porter, P.S.
Professional Land Surveyor

Signature of Authorized Agent





CITY OF BLOOMINGTON
parks and recreation

STAFF REPORT

Agenda Item: C-13
Date: 9/14/2018

Administrator
Review\Approval
PM

TO: Board of Park Commissioners
FROM: Joanna Sparks, City Landscaper
DATE: September 18, 2018
SUBJECT: MANAGEMENT PLAN AT MILLER-SHOWERS PARK BY ECO LOGIC, LLC.

Recommendation

It is recommended the Board approve a contract agreement with Eco Logic, LLC in the amount of \$4,185.00 to prepare a vegetation management plan for Miller-Showers Park. The funding source is Parks General Fund/Operations Division/Natural Resources budget (200-18-184000-53990).

Background

Eco Logic proposes to create a five year management plan for the native plantings at Miller Showers Park. Senior Ecologist Kevin Tungesvick will conduct an in-depth onsite analysis of the plant communities, create a GIS map showing all native plant communities as well as document invasive plant species and their coverage. A final report will outline management objectives and contain a timeline of recommended schedules for both management activities and additional monitoring. Recommendations on enhancements or remediation will also be included in the report.

RESPECTFULLY SUBMITTED,

Joanna Sparks

Joanna Sparks, City Landscaper

**AGREEMENT
BETWEEN
CITY OF BLOOMINGTON
PARKS AND RECREATION DEPARTMENT
AND
ECO LOGIC, LLC
FOR
VEGETATION MANAGEMENT PLAN AT MILLER-SHOWERS PARK**

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

WITNESSETH:

WHEREAS, the Department wishes to create a Vegetation Management Plan for Miller-Showers Park; and

WHEREAS, the Department requires the services of a professional consultant in order to perform said Services as further defined in the Scope of Services below; and

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

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

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

Article 1. Scope of Services

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

Consultant shall complete the Services required under this Agreement on or before December 31, 2018, unless the parties mutually agree to a later completion date. Completion shall mean completion of all work related to the Services.

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

Article 2. Standard of Care

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

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

Article 3. Responsibilities of the Department

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

Article 4. Compensation

The Department shall pay Consultant for all fees and expenses in an amount not to exceed Four Thousand One Hundred Eighty Five dollars (\$4185.00). Consultant shall submit an invoice to the Department upon the completion of the Services described in Article 1. Invoices may be sent via first class mail postage prepaid or via email. Payment will be remitted to Consultant within forty-five (45) days of receipt of invoice. The invoice shall be sent to:

Joanna Sparks, City Landscaper
City of Bloomington
401 N. Morton, Suite 250
Bloomington, Indiana 47404

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

Article 5. Appropriation of Funds

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

Article 6. Schedule

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

Article 7. Termination

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

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

Article 8. Identity of the Consultant

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

Article 9. Opinions of Probable Cost

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

Article 10. Reuse of Instruments of Service

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

Article 11. Ownership of Documents and Intellectual Property

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

Article 12. Independent Contractor Status

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

Article 13. Indemnification

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

Article 14. Insurance

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

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

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

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

Article 15. Conflict of Interest

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

Article 16. Waiver

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

Article 17. Severability

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

Article 18. Assignment

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

Article 19. Third Party Rights

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

Article 20. Governing Law and Venue

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

Article 21. Non-Discrimination

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

Article 22. Compliance with Laws

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

Article 23. E-Verify

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

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

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

Article 24. Notices

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

Department:**Consultant:**

City of Bloomington	Eco Logic, LLC
Attn: Joanna Sparks	ATTN: Spencer Goehl, Executive Director
401 N. Morton, Suite 250	8685 W. Vernal Pike
Bloomington, Indiana 47402	Bloomington, IN 47404

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

Article 25. Intent to be Bound

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

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

Article 26. Integration and Modification

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

Article 27. Non-Collusion

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

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

CITY OF BLOOMINGTON

ECO LOGIC, LLC

Philippa M. Guthrie, Corporation Counsel

Spencer Goehl, Executive Director

CITY OF BLOOMINGTON
PARKS AND RECREATION

Paula McDevitt, Director

Kathleen Mills, President, Board of Park Commissioners

EXHIBIT A

“Scope of Work”

The Services shall include the following:

Miller Showers Vegetation Management Plan

Eco Logic proposes to create a 5 year management plan for the native plantings at Miller Showers Park located in Bloomington Indiana. Our senior ecologist Kevin Tungsavick will conduct an in depth onsite analysis of the plant communities. He will create a GIS map showing all native plant communities and documenting invasive plant species and their coverage. A final report will be completed that will outline management objectives and contain a timeline of recommended schedules for both management activities and additional monitoring. The management recommendations will be very specific and include selective herbicides with rates, as well as optimal timing for treatment of the invasive plant species.

Recommendations on enhancements or remediation will also be included in the report.

Outline for the final report

- 1) Physical Description and Adjacent Land Use
- 2) Overview of Plant Communities
- 3) Threats to the Plant Communities
- 4) Invasive Plant Species
- 5) Management Objectives
- 6) Management Activities 2019-2024
- 7) Monitoring Activities 2019-2024
- 8) Timeline Table for All Activities

EXHIBIT B

“Project Schedule”

Consultant shall complete the Services required under this Agreement on or before December 31, 2018, unless the parties mutually agree to a later completion date. Completion shall mean completion of all work related to the Services.

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 _____, 2018.

Notary Public's Signature

My Commission Expires: _____

Printed Name of Notary Public

County of Residence: _____

EXHIBIT D

STATE OF _____)
) SS:
COUNTY OF _____)

NON-COLLUSION AFFIDAVIT

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

OATH AND AFFIRMATION

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

Dated this _____ day of _____, 2018.

ECO LOGIC, LLC

By: _____

STATE OF _____)
) SS:
COUNTY OF _____)

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

Notary Public's Signature My Commission Expires: _____

Printed Name of Notary Public County of Residence: _____

AGREEMENT TO PROVIDE CONSULTING SERVICES

Proposal: 5778 Miller Showers Management Plan

This agreement, made this 23 day of July, 2018 , by and between:

Eco Logic LLC
8685 W. Vernal Pike
Bloomington, IN 47404

AND

City of Bloomington Attn: Jon Behrman
401 N. Morton
Bloomington, IN 47404
Ph: 812 -349-3400
Email: behrmanj@bloomington.in.gov

IN WITNESS WHEREOF, this Agreement is executed as of the date set forth above.

Eco Logic, LLC

Client

Signed: _____

Signed: _____

Printed Name: _____

Printed Name: _____



AGREEMENT TO PROVIDE CONSULTING SERVICES

Proposal: 5778 Miller Showers Management Plan

Eco Logic proposes to create a 5 year management plan for the native plantings at Miller Showers Park located in Bloomington Indiana. Our senior ecologist Kevin Tunesvick will conduct an in depth onsite analysis of the plant communities. He will create a GIS map showing all native plant communities and documenting invasive plant species and their coverage. A final report will be completed that will outline management objectives and contain a timeline of recommended schedules for both management activities and additional monitoring. The management recommendations will be very specific and include selective herbicides with rates, as well as optimal timing for treatment of the invasive plant species. Recommendations on enhancements or remediation will also be included in the report.

Outline for the final report

- 1) Physical Description and Adjacent Land Use
- 2) Overview of Plant Communities
- 3) Threats to the Plant Communities
- 4) Invasive Plant Species
- 5) Management Objectives
- 6) Management Activities 2019-2024
- 7) Monitoring Activities 2019-2024
- 8) Timeline Table for All Activities

Proposal Cost

\$ 4,185.00



8685 West Vernal Pike • Bloomington, IN 47404
p (812) 876-7711 • f (812) 876- 4409 • www.ecologicindiana.com

ECO LOGIC STANDARD TERMS & CONDITIONS FOR PROVISION OF GOODS & SERVICES

1. **Applicability.** These terms and conditions of sale ("Terms") are the only terms that govern the sale of the goods ("Goods") and services ("Services") (collectively, the "Work") by Eco Logic, LLC ("Eco Logic") to the buyer named on the proposal, quotation or agreement form referencing these Terms ("Client"), unless otherwise agreed in writing by both parties.

a. The accompanying proposal, quotation or agreement form from Eco Logic attached to or referencing these Terms ("Proposal"), and including any statements or work, material or price lists attached to the Proposal, and these Terms (collectively, this "Agreement") comprise the entire agreement between the parties, and supersede all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both written and oral. These Terms prevail over any of Client's general terms and conditions of purchase regardless of whether or when Client has submitted its purchase order or terms. Fulfillment of Client's order does not constitute acceptance of any of Client's terms and conditions and does not serve to modify or amend these Terms.

b. This Agreement may only be modified or amended upon the mutual Agreement of both parties in writing.

2. Performance of the Work.

a. If any Goods are to be delivered as part of the Work, the Goods will be delivered within a reasonable time after the receipt of Client's purchase order, unless otherwise stated on the Proposal.

b. Unless otherwise agreed in writing by the parties, Eco Logic shall deliver (or shall cause to be delivered) the Goods to Client's location or site, as set forth on the Proposal, (the "Delivery Site") using Eco Logic's standard methods for packaging and shipping such Goods.

c. Eco Logic may, in its sole discretion, without liability or penalty, make partial shipments of Goods to Client. Each shipment will constitute a separate sale, and Client shall pay for the units shipped whether such shipment is in whole or partial fulfillment of Client's purchase order.

d. If for any reason Client fails to accept delivery of any of the Goods on Eco Logic's notice that the Goods have been delivered at the Delivery Site, or if Eco Logic is unable to deliver the Goods at the Delivery Site on such date because Client has not provided appropriate instructions, documents, licenses or authorizations: (i) risk of loss to the Goods shall pass to Client; (ii) the Goods shall be deemed to have been delivered; and (iii) Eco Logic, at its option, may store or otherwise secure the Goods until Client picks them up or until delivery at the Delivery Site may be made, whereupon Client shall be liable for all related costs and expenses (including, without

limitation, storage and insurance).

e. Eco Logic shall use reasonable efforts to meet any performance dates to render the Services specified in the Proposal.

f. With respect to the Services, Client shall (i) cooperate with Eco Logic in all matters relating to the Services and provide such access to Client's premises as may reasonably be requested by Eco Logic, for the purposes of performing the Services; (ii) respond promptly to any Eco Logic request to provide direction, information, approvals, authorizations or decisions that are reasonably necessary for Eco Logic to perform Services in accordance with the requirements of this Agreement; (iii) provide accurate information as Eco Logic may reasonably request to carry out the Services in a timely manner; and (iv) obtain and maintain all necessary licenses and consents and comply with all applicable laws in relation to the Services before the date on which the Services are to start.

3. Non-Delivery.

a. The quantity of any installment of Goods as recorded by Eco Logic on dispatch from Eco Logic's place of business is conclusive evidence of the quantity received by Client on delivery unless Client can provide conclusive evidence proving the contrary.

b. Eco Logic shall not be liable for any non-delivery of Goods unless Client gives written notice to Eco Logic of the non-delivery within 48 hours of the date when the Goods would in the ordinary course of events have been received.

c. Any liability of Eco Logic for non-delivery of the Goods shall be limited to replacing the Goods within a reasonable time or adjusting the invoice respecting such Goods to reflect the actual quantity delivered.

d. Client acknowledges and agrees that the remedies set forth in this Section are Client's exclusive remedies for the delivery of Nonconforming Goods. Except as provided under this Section, all sales of Goods to Client are made on a one-way basis and Client has no right to return Goods purchased under this Agreement to Eco Logic.

4. **Quantity.** If Eco Logic delivers to Client a quantity of Goods of up to 1% more or less than the quantity set forth in the Proposal, Client shall not be entitled to object to or reject the Goods or any portion of them by reason of the surplus or shortfall and shall pay for such Goods the price set forth in the Proposal adjusted pro rata.

5. **Shipping Terms.** Eco Logic shall make delivery in accordance with the terms on the face of the Proposal.

6. **Title and Risk of Loss.** Title and risk of loss passes to Client upon delivery of the Goods at the Delivery Site,

unless otherwise stated on the Proposal.

7. Inspection and Rejection of Nonconforming Goods.

Client shall inspect the Goods within 48 hours of receipt ("Inspection Period"). Client will be deemed to have accepted the Goods unless it notifies Eco Logic in writing of any Nonconforming Goods during the Inspection Period and furnishes such written evidence or other documentation as reasonably required by Eco Logic. "Nonconforming Goods" means the product shipped is different than identified in Agreement. If Client timely notifies Eco Logic of any Nonconforming Goods, Eco Logic shall, in its sole discretion, (i) replace such Nonconforming Goods with conforming Goods, or (ii) credit or refund the Price for such Nonconforming Goods, together with any reasonable shipping and handling expenses incurred by Client in connection with the Nonconforming Goods. Client acknowledges and agrees that the remedies set forth in this Section are Client's exclusive remedies for the delivery of Nonconforming Goods. Except as provided under this Section, all sales of Goods to Client are made on a one-way basis and Client has no right to return Goods purchased under this Agreement to Eco Logic.

8. Price.

a. Client shall purchase the Work from Eco Logic at the price(s) (the "Price") set forth in the accepted Proposal.

b. Travel shall be reimbursed at the rate stated on the Proposal.

c. The Price does not include any sales, use and excise taxes, and any other similar taxes, duties and charges of any kind imposed by any Governmental Authority on any amounts payable by Client. Unless Client is a public entity under applicable law or provides Eco Logic with a valid certificate of tax exemption, Client shall be responsible for all such charges, costs and taxes, except for those taxes imposed on, or with respect to, Eco Logic's income, revenues, gross receipts, personnel or real or personal property or other assets.

9. Payment Terms.

a. Client shall pay all invoiced amounts due to Eco Logic as indicated on the Proposal.

b. Late payments shall accrue interest at the rate of 1.5% per month, calculated daily and compounded monthly. Any amounts not paid within ninety (90) days after becoming due may be transferred to a collection agency. Client is liable for all costs incurred in collecting any late payments, including, without limitation, attorneys' fees and court costs. In addition to all other remedies available under these Terms or at law, Eco Logic is entitled to suspend performance of the Work if Client fails to pay any amounts when due and such failure continues for 30 days after Eco Logic notifies Client that payment is due.

c. Unless otherwise agreed in writing, Client shall not withhold payment of any amounts due and payable by reason of any set-off of any claim or dispute with Eco Logic.

10. Limited Warranty.

a. Eco Logic warrants to Client that it shall perform the Services using personnel of required skill, experience and qualifications and in a professional and workmanlike manner in accordance with generally recognized industry standards for similar services and shall devote adequate resources to meet its obligations under this Agreement.

b. EXCEPT FOR THE WARRANTIES SET FORTH SPECIFICALLY ON THE PROPOSAL OR THESE TERMS, ECO LOGIC MAKES NO WARRANTY WHATSOEVER WITH RESPECT TO THE GOODS OR SERVICES, INCLUDING ANY (a) WARRANTY OF MERCHANTABILITY; (b) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; (c) WARRANTY OF TITLE; OR (d) WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY; WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE.

c. Products manufactured by a third party ("Third Party Product") may constitute, contain, be contained in, incorporated into, attached to or packaged together with the Work. ECO LOGIC MAKES NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO ANY THIRD PARTY PRODUCT, INCLUDING ANY (a) WARRANTY OF MERCHANTABILITY; (b) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; (c) WARRANTY OF TITLE; OR (d) WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY; WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE.

d. Eco Logic shall not be liable for a breach of the warranties unless: (i) Client gives written notice of the defective Work, reasonably described, to Eco Logic within 30 days of the time when Client discovers or ought to have discovered the defect; (ii) if applicable, Eco Logic is given a reasonable opportunity after receiving the notice of alleged breach of the warranty to examine such Goods; and (iii) Eco Logic reasonably verifies Client's claim that the Goods or Services are defective.

e. Eco Logic shall not be liable for a breach of the warranty for any Goods if: (i) Client makes any further use of such Goods after giving such notice; (ii) the defect arises because Client failed to follow Eco Logic's oral or written instructions as to the storage, installation, commissioning, use or maintenance of the Goods; or (iii) Client alters or

repairs such Goods without the prior written consent of Eco Logic.

f. With respect to any such Goods subject to a claim, Eco Logic shall, in its sole discretion, either: (i) repair or replace such Goods (or the defective part) or (ii) credit or refund the price of such Goods at the pro rata contract rate provided that, if Eco Logic so requests, Client shall, at Eco Logic's expense, return such Goods to Eco Logic.

g. With respect to any Services subject to a claim, Eco Logic shall, in its sole discretion, (i) repair or re-perform the applicable Services or (ii) credit or refund the price of such Services at the pro rata contract rate.

h. THE REMEDIES SET FORTH IN THIS SECTION SHALL BE THE CLIENT'S SOLE AND EXCLUSIVE REMEDY AND ECO LOGIC'S ENTIRE LIABILITY FOR ANY BREACH OF THE LIMITED WARRANTIES SET FORTH IN THE PROPOSAL OR TERMS.

11. Limitation of Liability.

a. IN NO EVENT SHALL ECO LOGIC BE LIABLE TO CLIENT OR ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE OR PROFIT, OR FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT OR OTHERWISE. IN NO EVENT SHALL ECO LOGIC'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEED THE TOTAL OF THE AMOUNTS PAID TO ECO LOGIC FOR THE WORK.

b. The limitation of liability set forth in this Section shall not apply to (i) liability resulting from Eco Logic's negligence or willful misconduct and (ii) death or bodily injury resulting from Eco Logic's acts or omissions.

12. Compliance with Law. Both parties shall comply with all applicable laws, regulations and ordinances. Both parties shall maintain in effect all the licenses, permissions, authorizations, consents and permits that it needs to carry out its obligations under this Agreement.

13. Termination. In addition to any remedies that may be provided under these Terms, Eco Logic may terminate this Agreement with immediate effect upon written notice to Client, if Client: (a) fails to pay any amount when due under this Agreement and such failure continues for 30 days after Client's receipt of written notice of nonpayment; (b) has not otherwise materially performed or complied with any of these Terms, in whole or in part; or (c) becomes insolvent, files a petition for bankruptcy or commences or has commenced against it proceedings relating to bankruptcy,

receivership, reorganization or assignment for the benefit of creditors.

14. Waiver. No waiver by Eco Logic of any of the provisions of this Agreement is effective unless explicitly set forth in writing and signed by Eco Logic. No failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from this Agreement operates, or may be construed, as a waiver thereof. No single or partial exercise of any right, remedy, power or privilege hereunder precludes any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

15. Force Majeure. Neither party shall be liable to the other or be deemed in default, for any failure or delay in performing any term of this Agreement to the extent such failure or delay is caused by or results from acts or circumstances beyond their reasonable control including acts of God, flood, fire, earthquake, explosion, governmental actions, war, invasion, terrorist threats or acts, riot, or national emergency.

16. Assignment. Client shall not assign any of its rights or delegate any of its obligations under this Agreement without the prior written consent of Eco Logic. Any purported assignment or delegation in violation of this Section is null and void. No assignment or delegation relieves Client of any of its obligations under this Agreement.

17. Governing Law; Jurisdiction. All matters arising out of or relating to this Agreement are governed by and construed in accordance with the internal laws of the State of Indiana without giving effect to any choice or conflict of law provisions. Any legal suit, action or proceeding arising out of or relating to this Agreement shall be instituted in the courts of the State of Indiana, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action or proceeding.

18. Severability. If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

19. Survival. Provisions of these Terms which by their nature should apply beyond their terms will remain in force after any termination or expiration of this Order including, but not limited to, the provisions: Compliance with Laws, Governing Law; Jurisdiction and Survival.



CITY OF BLOOMINGTON
parks and recreation

STAFF REPORT

Agenda Item: C-14
Date: 9/14/2018

Administrator
Review\Approval
PM

TO: Board of Park Commissioners
FROM: Steve Cotter, Natural Resources Manager
DATE: September 18, 2018
SUBJECT: Contract Review and Approval Request for Land Appraisal of 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 property adjacent to Griffy Lake Nature Preserve. The land contains high-quality hardwood forest and a tributary that flows into the middle fork of Griffy Creek. This contract would authorize Monroe Owen Appraisal Inc. to determine the value of the property. The cost of the appraisal would not exceed \$600.

RESPECTFULLY SUBMITTED,

Steve Cotter, Natural Resources Manager

AGREEMENT BETWEEN CITY OF BLOOMINGTON PARKS AND RECREATION DEPARTMENT AND MONROE/OWEN APPRAISAL, INC.

This Agreement, entered into on this ____ day of September, 2018, by and between the City of Bloomington Department of Parks and Recreation (the "Department"), and Monroe/Owen Appraisal, Inc. ("Consultant").

Article 1. Scope of Services Consultant shall appraise real estate property located at 3255 N. Russell Road, Parcel #53-01-22-200-000.000-004 ("Services"). Consultant shall diligently provide the Services under this Agreement and shall complete the Services described in this Agreement in a timely manner consistent with the Standard of Care identified in Article 2. Consultant shall complete the Services required under this Agreement on or before November 30, 2018 unless the parties mutually agree to a later completion date. Completion shall mean completion of all work related to the Services. In the performance of Consultant's work, Consultant agrees to maintain such coordination with the Department as may be requested and desirable, including primary coordination with Steve Cotter as the Department's Project Manager. Consultant agrees that any information or documents, including digital GIS information, supplied by the Department pursuant to Article 3, below, shall be used by Consultant for this project only, and shall not be reused or reassigned for any other purpose without the written permission of the Department.

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

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

Article 4. Compensation The Department shall pay Consultant for all fees and expenses in an amount not to exceed Six Hundred Dollars and zero cents (\$600). Consultant shall submit an invoice to the Department upon the completion of the Services described in Article 1. The invoice shall be sent to: Steve Cotter, City of Bloomington, 401 N. Morton, Suite 250, Bloomington, Indiana 47404. Invoices may be sent via first class mail postage prepaid or via email. Payment will be remitted to Consultant within forty-five (45) days of receipt of invoice. Additional services not set forth in Article 1, or changes in the Services must be authorized in writing by the Department or its designated project coordinator prior to such work being performed, or expenses incurred. The Department shall not make payment for any unauthorized work or expenses.

Article 5. Appropriation of Funds Notwithstanding any other provision of this Agreement, if funds for the continued fulfillment of this Agreement by the Department are at any time not forthcoming or are insufficient, through failure of any entity, including the Department itself, to appropriate funds or otherwise, then the Department shall have the right to terminate this Agreement without penalty.

Article 6. Schedule Consultant shall perform the Services no later than November 30, 2018 ("Schedule"). The time limits established by this schedule shall not be exceeded, except for reasonable cause as mutually agreed by the parties.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Department: City of Bloomington, **Attn: Steve Cotter, 401 N. Morton, Bloomington, IN 47402. Consultant: Shawn Patterson, 702 W. 17th Street, Bloomington, IN 47404.** Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of the Department and Consultant.

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

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

CITY OF BLOOMINGTON

Philippa M. Guthrie, Corporation Counsel

MONROE/OWEN APPRAISAL, INC.

Shawn M. Patterson, Appraiser

CITY OF BLOOMINGTON PARKS AND RECREATION

Paula McDevitt, Director

Kathleen Mills, President, Board of Park Commissioners

EXHIBIT A
E-VERIFY AFFIDAVIT

STATE OF INDIANA)
)SS:
COUNTY OF _____)

AFFIDAVIT

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

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

Signature

Printed Name

STATE OF INDIANA)
)SS:
COUNTY OF _____)

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

Notary Public's Signature My Commission Expires: _____

Printed Name of Notary Public County of Residence: _____

EXHIBIT B

STATE OF _____)
) SS:
COUNTY OF _____)

NON-COLLUSION AFFIDAVIT

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

OATH AND AFFIRMATION

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

Dated this _____ day of _____, 2018.

Monroe/Owen Appraisal, Inc.

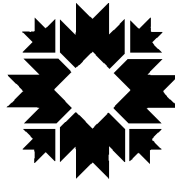
By: _____

STATE OF _____)
) SS:
COUNTY OF _____)

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

Notary Public's Signature My Commission Expires: _____

Printed Name of Notary Public County of Residence: _____



CITY OF BLOOMINGTON
parks and recreation

STAFF REPORT

Agenda Item: D-1
Date: 9/14/2018

Administrator
Review\Approval
PM

TO: Board of Park Commissioners
FROM: Paula McDevitt, Administrator
DATE: September 18, 2018
SUBJECT: PROS Consulting – Draft Report

Background

The department contracted the services of PROS Consulting, Inc. to conduct a comprehensive organizational review of the department. PROS Consulting, Inc. are leaders in the field of consulting services for parks and recreation departments. Their work with the department included:

Task I - Project Kick-off/Coordination & Situational Analysis including data collection, SWOT analysis with full time staff to evaluate operational and financial opportunities and constraints, and demographic and recreation trend analysis.

Task II - Operational and Financial Analysis to include staffing and internal operation process review, establishing Switchyard Park Operational Standards and Switchyard Park financial plan/pro forma.

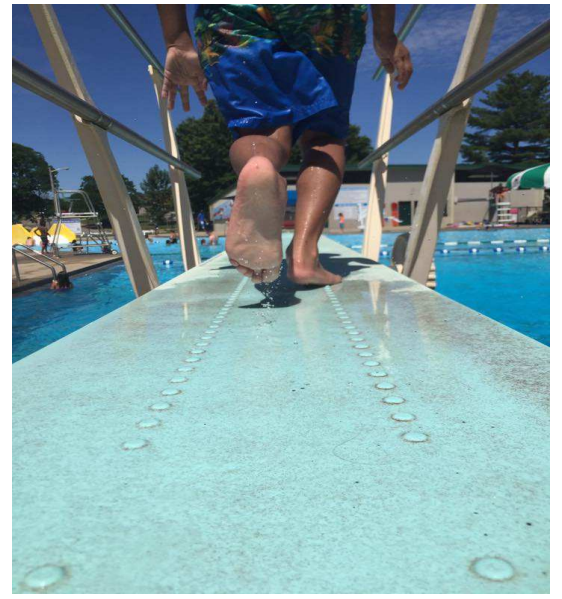
Task III – Reporting and Implementation to include staffing and organizational plan development and final report.

Task IV – Service Classification Analysis to evaluate governance of the department's core functions in the overall structure with recommendations on how to operate in the most effective functional and efficient manner.

Austin will present the results of the organization review.

RESPECTFULLY SUBMITTED,

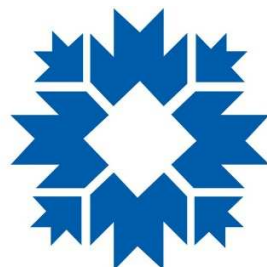
Paula McDevitt, Administrator



Bloomington, Indiana

Organizational Development Plan

September 2018



CITY OF BLOOMINGTON
parks and recreation

Acknowledgements

Board of Park Commissioners

Les Coyne
Darcie Fawcett
Joe Hoffmann
Kathleen Mills

Study Steering Committee

Rebecca Barrick-Higgins
Kim Clapp
Paula McDevitt
Julie Ramey
John Turnbull
Dave Williams

All City of Bloomington Staff

Focus Group and Online Survey Participants

Consultant Team

PROS Consulting, Inc.



City of Bloomington Parks and Recreation Department

401 N Morton Street, Suite 250
Bloomington, IN 47404
(812) 349-3700

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Chapter One - Introduction

Planning Context

The Bloomington Parks and Recreation Department (BPRD) is developing a new signature site – Switchyard Park. Switchyard Park presents an interesting opportunity for BPRD because the new park will include new amenity types that do not exist in the current park system. Additionally, conversations need to take place that discuss the implications the new addition to the system will have on department resources. Namely, does BPRD have internal capacity to take on the new park without hindering existing operations? Or does the new park addition necessitate additional resources to adequately operate and maintain the park along with the rest of the park system? To answer these questions, five project goals guided this study:

1. To develop an organizational development plan that includes a systematic process to collect and evaluate information regarding the Department's internal capacity. The plan will focus on organizational structure, functionality, capacity, and effectiveness as it relates to responsibilities within the organization. With the impending development of Switchyard Park, our goal is to support this new system addition by building a functional and strategic structure.
2. To examine national and local recreation trends and how they apply to Switchyard Park, but also overall to the Department.
3. To examine the Department's capacity (as a whole) and the implication that capacity has for Switchyard Park coming online.
4. To develop a program plan for Switchyard Park (for informal and formal use).
5. To establish a sustainable framework that will withstand future budget parameters

BPRD Context Since 2015

In order to adequately address the project goals, the project team analyzed select three-year Department data to provide additional planning context. Staffing levels were examined in comparison with known system additions since 2015. Additionally, program participation and program financials were analyzed to understand programmatic implications for bringing Switchyard Park online.

Staffing Trends

BPRD has remained at 53 full-time equivalent (FTE) since 2015. The full-time staff is separated into union and non-union employees. Seasonal staffing has increased slightly over the same timeframe from 60.79 FTE to 61.95 FTE.

2015 Seasonal Staffing	
# of Positions	536
# of Employees	410
# Hours Worked	126,439
Equal FTEs	60.79

2016 Seasonal Staffing	
# of Positions	544
# of Employees	439
# Hours Worked	126,479
Equal FTEs	60.81

2017 Seasonal Staffing	
# of Positions	519
# of Employees	411
# Hours Worked	128,858
Equal FTEs	61.95

2015 FTE	
53 FTE	
36 Non -union	
17 Union	

2016 FTE	
53 FTE	
37 Non -union	
16 Union	

2017 FTE	
53 FTE	
37 Non -union	
16 Union	

System Additions

Although operations staffing has remained level since 1993, there have been many system additions in terms of parks and trails, snow removal, and overall landscaping. These additions have not been met with commensurate staffing allocations. The following list represents additions since 2015 alone.

Parks and Trails

- Shiflet Property (.19 acres)
- B-Link Trail – Black Lumber Rail Spur (1.17 acres)
- B-Line to Butler Park Trail Link (.71 acres)
- Dagom Gaden Tensun Buddhist Monastery (2.89 acres)
- Switchyard Property (27 acres)

Snow Removal

- Country Club Drive (sidewalks)
- Patterson Drive (sidewalks)
- 8th, Vernal Pike, and Adams Street (sidewalks)
- 6th and Lincoln (sidewalks)
- E Smith Avenue (sidewalks)
- 4th and Dunn (sidewalks)
- 5th to 3rd Street and Bus Stop (sidewalks)
- W 3rd, 5th, and Adams (sidewalks)
- Rogers Street to B-Line Trail (side path)
- Moravec Street near Butler Park (side path)

Landscaping

- Rose Hill Office – Native Bed (800 ft²)
- Rose Hill Cemetery – Native Rose Beds (200 ft²)
- Operations Center – Native Beds (2,500 ft²)
- Huerta Memorial Garden (2,600 ft²)
- Griffy Lake Shoreline Restoration Beds (9,500 ft²)
- Goat Farm Prairie (5 acres)

Financial Outlook

With the additions to the system, BPRD has seen increases in landscaping, cemetery, and urban forestry expenditures. It should be noted that BPRD urban forestry staff also have responsibilities to the City of Bloomington (for street trees) outside of the Bloomington Parks and Recreation Department. However, the Department has seen increases in community events and community relations. This is important because the impending Switchyard Park will provide a great venue for additional community events. But it is critical to understand the financial projections for the Department with and without Switchyard Park because BPRD does not need to unintentionally pull from existing program locations which, in turn, would potentially hurt the financial sustainability of other program areas.

Area	2015		2016		2017		3-Year Trend		
	Revenue	Expenses	Revenue	Expenses	Revenue	Expenses	Revenue	Expenditures	Average Cost Recovery
Administration	\$72,508	\$710,470	\$41,344	\$650,212	\$38,292	\$611,287	-47%	-14%	7.7%
Adult Sports	\$289,850	\$463,915	\$283,731	\$478,737	\$181,799	\$376,704	-37%	-19%	57.3%
Aquatics (Bryan Park Pool)	\$241,559	\$259,738	\$211,492	\$225,306	\$232,113	\$206,145	-4%	-21%	99.1%
Aquatics (Mills Pool)	\$27,335	\$106,102	\$31,742	\$100,802	\$31,908	\$103,106	17%	-3%	29.3%
Aquatics (Health and Safety)	\$5,310	\$4,293	\$4,311	\$6,243	\$3,748	\$3,438	-29%	-20%	95.7%
Banneker Community Center	\$61,012	\$272,696	\$79,153	\$322,563	\$71,502	\$319,810	17%	17%	23.1%
Community Events	\$102,280	\$380,374	\$102,756	\$373,646	\$121,671	\$394,797	19%	4%	28.4%
Community Events (Farmer's Market)	\$113,564	\$113,985	\$115,472	\$112,205	\$120,561	\$119,052	6%	4%	101.3%
Community Relations	\$2,300	\$341,329	\$2,112	\$360,840	\$3,000	\$379,476	30%	11%	0.7%
Frank Southern Ice Arena	\$343,708	\$468,681	\$323,377	\$378,393	\$293,517	\$404,895	-15%	-14%	76.7%
Golf Services	\$709,315	\$1,008,220	\$665,281	\$971,849	\$628,483	\$903,931	-11%	-10%	69.5%
Health & Wellness	\$2,682	\$83,081	\$1,366	\$71,625	\$3,123	\$98,925	16%	19%	2.8%
Inclusive Recreation*	\$0	\$86,426	\$0	\$0	\$0	\$0	-	-	-
Landscaping/Cemeteries/Urban Forestry	\$42,769	\$642,125	\$44,664	\$722,183	\$29,741	\$794,310	-30%	24%	5.4%
Natural Resources	\$67,061	\$303,772	\$78,222	\$338,387	\$70,820	\$344,654	6%	13%	21.9%
Operations	\$114,965	\$1,327,876	\$205,894	\$1,392,089	\$130,881	\$1,521,671	14%	15%	10.7%
Project School Lease (349 S. Walnut Building)	\$88,125	\$0	\$95,468	\$0	\$88,125	\$0	0%	-	-
Rhino's Youth Center**	\$0	\$22,102	\$0	\$0	\$0	\$0	-	-	-
Twin Lakes Recreation Center	\$681,081	\$1,281,148	\$557,600	\$1,180,880	\$571,305	\$1,476,993	-16%	15%	46.0%
Youth Programs	\$191,500	\$300,831	\$208,665	\$278,189	\$218,910	\$327,399	14%	9%	68.3%
Youth Sports	\$60,483	\$256,752	\$53,174	\$248,932	\$54,619	\$268,800	-10%	5%	21.7%
Subtotal Programs	\$3,217,407	\$8,433,916	\$3,105,824	\$8,213,081	\$2,894,118	\$8,655,393	-10%	3%	36.4%
Tax Proceeds and Miscellaneous	\$5,679,136		\$5,820,314		\$6,065,104		7%	-	-
Total	\$8,896,543	\$8,433,916	\$8,926,138	\$8,213,081	\$8,959,222	\$8,655,393	1%	3%	105.8%
Grant Revenue	\$80,951		\$64,971		\$311,793	\$292,430	285%	-	-
Capital Related/Capital Expenditures	\$0	\$14,640		\$155,051		\$179,131	-	1124%	-

*Budget captured in "youth programs" starting in 2016

**Rhino's Youth Center ended in 2015

Recreation Programming

Programming participation has been up and down over the last three years. Community events and operations (shelter reservations) may be affected the most by Switchyard Park. The new park will command new events while also being a candidate to relocate some existing programming. Continuing to monitor programming trends will be important for BPRD to ensure their system remains balanced after the addition of the new park. Additionally, BPRD should continue to incorporate national, regional, and local trends into its recreation program planning (see the **Appendix** for more detail).

Program	Participation		
	2015	2016	2017
Community Events	280,877	256,760	300,262
Aquatics	85,238	66,673	68,830
Frank Southern Ice Arena	47,956	50,124	46,766
Twin Lakes Recreation Center	194,264	167,314	178,674
Youth Sports	40,816	45,618	32,507
Adult Sports	35,034	73,310	58,484
Banneker Community Center	28,746	30,323	28,891
Golf Services	27,767	25,052	27,856
Natural Resources	23,633	13,368	20,468
Health & Wellness	3,035	7,767	9,394
Youth Programs*	1,649	7,539	10,065
Adult Programs (People's University)	1,156	0	0
Operations**	632	606	583
Inclusive Recreation	414	221	212
Total	771,217	744,675	782,992

*BPRD started to capture more program areas under "Youth" after 2015

**Operations reflect the number of park shelter reservations

Chapter Two - SWOT Analysis

Introduction

A strengths, weaknesses, opportunities, and threats (SWOT) analysis was performed as part of the Organizational Development Plan. The SWOT analysis provides context for how the organization functions by describing the things that are going well, those things that are challenging, and those things that can be improved upon. To ensure a wide range of viewpoints was understood, the Consultant Team conducted nine individual group meetings over a two-day period. Staff were separated into like position groups. For the purposes of this analysis, only aggregate, or summative, information is revealed in this report (not by individual focus groups).

Each facilitated meeting used the Department as the main discussion topic. The idea was to have individuals speak to their position, division, and department. Then, the Consultant Team transitioned the conversation to implications of Switchyard Park (if the conversation was not already there). This conversation allowed the Consultant Team to understand foundational context for the Department as a whole and how the impending development of the new Switchyard Park can affect existing operations.

Key Findings

Dedicated Staff and Community Support

It is clear that the BPRD staff is comprised of knowledgeable staff. This is aided by the longevity and tenured employees on staff. Staff express there is great institutional knowledge of the system and there is a willingness to assist each other. New processes (such as Integrated Pest Management) continue to highlight the diverse knowledge within the Department. Staff also indicate they are able to receive training or certifications as needed. This demonstrates there is a good support base from Administration.

Additionally, staff highlight there is good community support for parks and recreation. Park visitation is strong, and in some instances increasing (golf course due to closing of IU golf course for a couple years). Staff say they benefit from a well-educated community that supports the Department. Also, staff mentioned there are good relationships with community partners and expanding partnerships among the various sectors would be a good idea.

Long-Term Sustainability

Staff indicated that they feel the Department is largely well-funded, but there are still challenges for staffing and the addition of Switchyard Park has staff feeling concerned with its (potential) impacts on operations including:

- Maintenance
- Programming
- Marketing
- Special use permits and special event coordination
- Staff turnover (potential)
- Competition among other BPRD facilities

There are areas of increased growth in recent years such as the Urban Forestry section; however, this section is also responsible for City street trees including right-of-ways and streets which takes away from the time that can be spent on park-related locations. With the addition of Switchyard Park, many areas will experience more responsibilities (not just Urban Forestry). Staff indicate that the addition of a new park will allow the Department to examine its existing capacity and align itself for the future.

Staff also indicate that funding and staffing should grow commensurate with the parks system. Due to the Affordable Care Act's implications, seasonal and part-time help has become more challenging in recent years and current staff recognize a need to identify a path forward for its full-time, part-time, and seasonal staff functions. Specifically, staff want to ensure there is a holistic Department-wide approach to management to:

1. Ensure there is maintenance standards, programming, branding, and marketing consistency
2. Ensure existing facilities are maintained adequately when new facilities/amenities are added to the system
3. Ensure new facilities have adequate operations and maintenance funding upon opening

Intra-Departmental Relations

With added responsibilities and Affordable Care Act implications (as mentioned previously), work and time management is a big focus for staff. Therefore, it is paramount to have good working relationships with co-workers. Staff indicate there is a strong sense of teamwork and support within the Department; however, they also highlight there are challenges working/communicating with other divisions. This may be due to a lack familiarity with each other. In fact, staff recognize there is a need for more Department-wide social gatherings/events in addition to the annual retreat.

Staff also indicated the challenge for communication at times. Familiar relationships with people within their Division is usually good, but when communication needs to go outside the Division, it can be challenging because of an unfamiliar chain of communication process.

Working Within the City System

The most prevalent external threat identified by staff related to working within the City of Bloomington policies, procedures, and protocols. Staff identified this as an external threat because they acknowledge they may not be able to affect these policies. Therefore, it is critical to have an open dialogue with other City departments to discuss the stress points for staff and how they can be alleviated, or at least acknowledged, with an eye toward to the future.

Recommendations

The SWOT Analysis identified many positive changes the Department has implemented recently. However, there are many weaknesses (and subsequent opportunities) that the Department should address. The major area of concentration for the Department includes the perceived implications for the rest of the system when Switchyard Park comes online. The Department is planning on how the park itself will be operated and maintained while keeping a focus on the rest of the system. The Department has enjoyed great staff longevity and is also focusing on change management in terms of scheduling and system priorities as part of the new park's development.

The following key recommendations are provided upon completion of the SWOT Analysis:

- Identify existing job responsibilities (by function) and hours associated for completing them
- Develop a program plan for Switchyard Park that includes input from staff
- Create more opportunities for Department-wide gatherings
- Create a strategic marketing plan for the Department that includes working with ITS
- Plan for increased budget impacts with the impending Switchyard Park
- Have open dialogue with staff regarding the operational scheduling (potential) impacts due to Switchyard Park
- Leverage the Organizational Development Plan to tell the story of working within the City systems, processes, and protocols

Helpful

to achieving the objective

Strengths (Internal – You can Control)

- All around staff longevity, institutional knowledge, and professionalism
- High level of commitment from staff
- Variety of job skills and specializations
- Good management with projects
- Good public support via park visitation/use
- Beautiful parks and nice capital assets
- Diverse and quality programming
- Great community events and indoor recreation spaces
- There is a willingness for divisions to work together
- Ability to work well with the community
- Strong volunteer base
- Recently increased pay for seasonals which should lead to more quality
- Switchyard Park
 - Exciting/new
 - Maintenance building
 - Native plants
- Integrated Pest Management (IPM) Plan is in place
- There is a good annual operating budget and overall understanding of cost recovery
- Adequate equipment
- Staff have good time management skills
- Staff control mistakes, recognize the problem, and correct in a timely manner
- Succession plan in place for ops
- Long-term, stable organization with support from Mayor and Park Board
- Award-winning and accredited agency
- Good working environment
- Ability to be creative and try new things
- Highly educated and diverse community
- City location
- Trail system connectivity
- Training/certification always available
- Accessible sponsorships

Harmful

to achieving the objective

Weaknesses (Internal – You can Control)

- Staffing
 - The ability to take on more job tasks
 - Scheduling for “floating” positions
 - Perception of busyness or having work
 - Finding seasonals quantity and quality
 - Hiring (length of wait/lead time)
 - Training seasonals
 - Seasonal retention
 - Staffing for future growth
 - Relationship with the Union
 - Balance of part-time vs. seasonal
- Protocols of various channels to go through
 - Purchasing guidelines
 - Seasonal nuances
 - Price schedule
- Maintenance
 - Inconsistent funding
 - Maintaining facility standards
 - Equipment replacement schedule
 - Lack of maintenance utility vehicles
 - Servicing other division’s equipment
 - Aging infrastructure
 - Internal vs. contract out
- Silo leadership
 - Communication between divisions can be difficult due to unfamiliarity
 - Sharing information
- Implementing new job processes to others
- Risk management – frequency of checklists
- Speed at which the Department can make decisions and receive answers
- Switchyard Park
 - Communicating implications
 - Cost/plan to maintain and operate
 - Balance of programs, activities, and rentals among all parks and facilities
 - Balance of maintenance standards
 - Parking
 - Comp time/scheduling
 - Creating competition with ourselves
- Limited funding/budget/staffing for additional recreation programming
- Website functionality and visibility
- Lack of RecTrac training

Internal origin

Opportunity (External – Outside opportunities that could be leveraged to your advantage)	Threats (External – Outside opportunities that could be leveraged to your advantage)
<p>External origin</p> <ul style="list-style-type: none"> • Switchyard Park <ul style="list-style-type: none"> ○ Annual operating budget ○ Finding the right programming ○ Anticipation of transient population ○ Anticipation of wildlife management ○ Staffing and equipment ○ Allocating the shop space ○ Leverage economic impact ○ Partnerships and pricing ○ How to rent the park ○ Sponsorships and advertisement • Staffing <ul style="list-style-type: none"> ○ Additional staff in operations ○ One additional natural resources employee ○ One CPSI employee; could also contract this position ○ Dedicated employee to social media, marketing, website ○ Succession planning • Productivity of staff (not all jobs need two people) • Department-wide team building • Technology <ul style="list-style-type: none"> ○ Website functionality ○ Better communication with IT about what users do not like ○ App development ○ Social media pages for facilities • Equipment <ul style="list-style-type: none"> ○ Another dingo (compact utility loader) ○ Scissor lift ○ Tractor • New opportunities <ul style="list-style-type: none"> ○ Facility connectivity via trails ○ Land acquisition ○ Convention center expansion ○ Reuse of IU Health footprint • Department-wide marketing • Leverage the Chamber of Commerce • Expand Parks Foundation focus 	<ul style="list-style-type: none"> • Private competitors vs public facilities (cost, speed at which they pop up, niche activities) • User behavior changes • City processes <ul style="list-style-type: none"> ○ City siloed leadership ○ Lack of control over merit raises, performance raises (HR working on a wage study) ○ ITS and website control ○ Lack of trust has led to lack of efficiency due to safe guards (caught in the overall net) ○ Procurement ○ Hiring • Switchyard Park <ul style="list-style-type: none"> ○ Staff retention/turnover/scheduling ○ Adding additional responsibilities but no additional staff ○ Maintenance building won't receive shipments ○ Park Foundation has a narrow focus • Reactive to issues rather than being proactive • New/additional tasks on staff affecting the ability to help internally (staff) and externally (customers) • Job management <ul style="list-style-type: none"> ○ Operations catch all for all services ○ Staff workload ○ Differing priority levels between managers and staff ○ Perceptions of staffing capacity • Increased visitation and park use • Aging infrastructure • Increased usage of drugs/homeless/alcohol in parks/trails/facility locations – safety concerns • Working with Union employees • Operations are weather-dependent • Overtime equals PTO • Increased golf course usage for next two years • Budget cuts or reductions • Impact of City trees being damaged • Drive time between locations • Inconsistent influx of Special Event Permits and volunteer requests • Affordable Care Act implications

Chapter Three - Operational Analysis

Introduction

After completing the staff SWOT Analysis, an operational analysis was completed consisting of a staff survey exercise, staff time-task analysis, operational standards, and a financial pro forma tailored for Switchyard Park. These tasks helped the Consultant Team understand:

- Potential knowledge, skill, and ability (KSAs) gaps
- Alignment between existing functions and needed functions required by the Switchyard Park addition
- The preferred baseline operational management approach for Switchyard Park and associated costs

Staff Survey

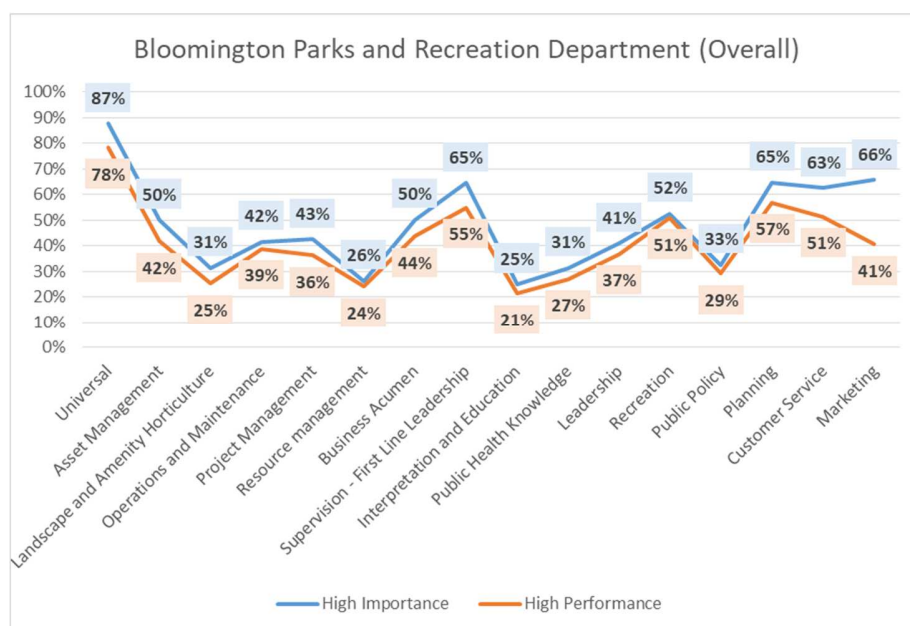
The Bloomington Parks and Recreation Department team participated in an online survey conducted in May 2018. The purpose of this assessment is to evaluate staff on how important their skills sets are and a self-evaluation on each skill set. Each division was provided a separate survey as some job-specific competencies were more relevant to certain divisions than others. A total of 66 employees participated in the survey. Detailed survey results and all competency definitions can be found in the **Appendix**.

Results

Department-Wide

The department-wide results (all surveys combined) are presented below. Results indicate a close relationship between employee perception for both competency importance and current performance. However, all competencies were reported to be performed to a level below their perceived importance. The largest “competency gaps” were reported for:

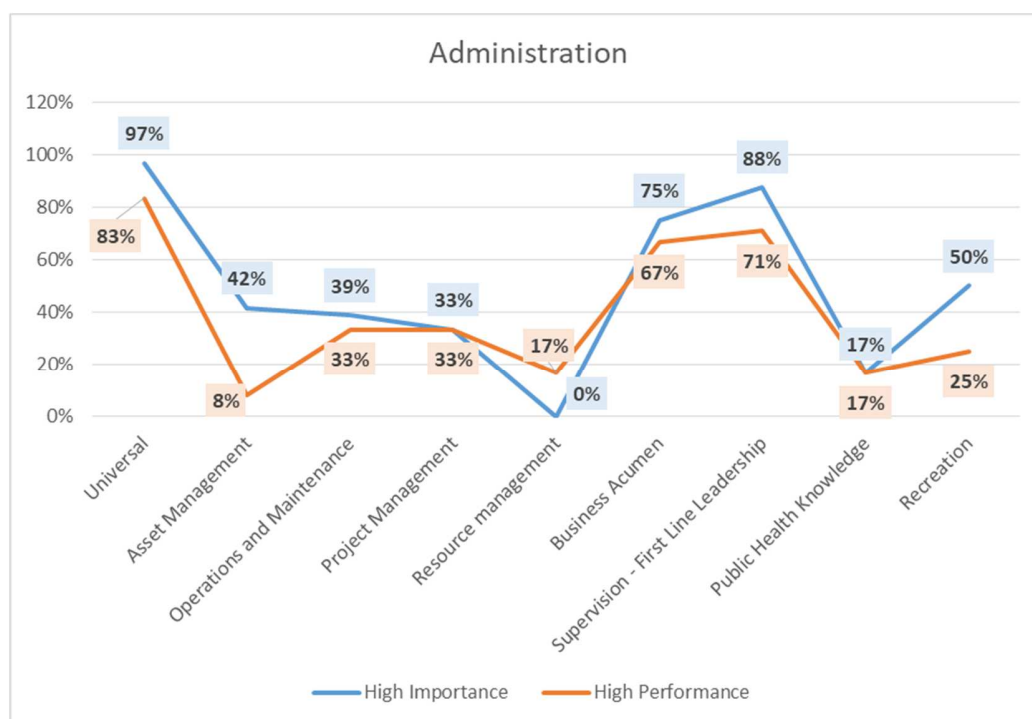
- Marketing
- Customer Service
- Planning
- Supervision
- Universal



Administration

Administrative staff were assessed on nine parent competencies. The competencies with the most perceived importance are universal, supervision, business acumen, and recreation. The remaining parent competencies were perceived to be less important for their position. Important gap areas for BPRD to pay attention to include:

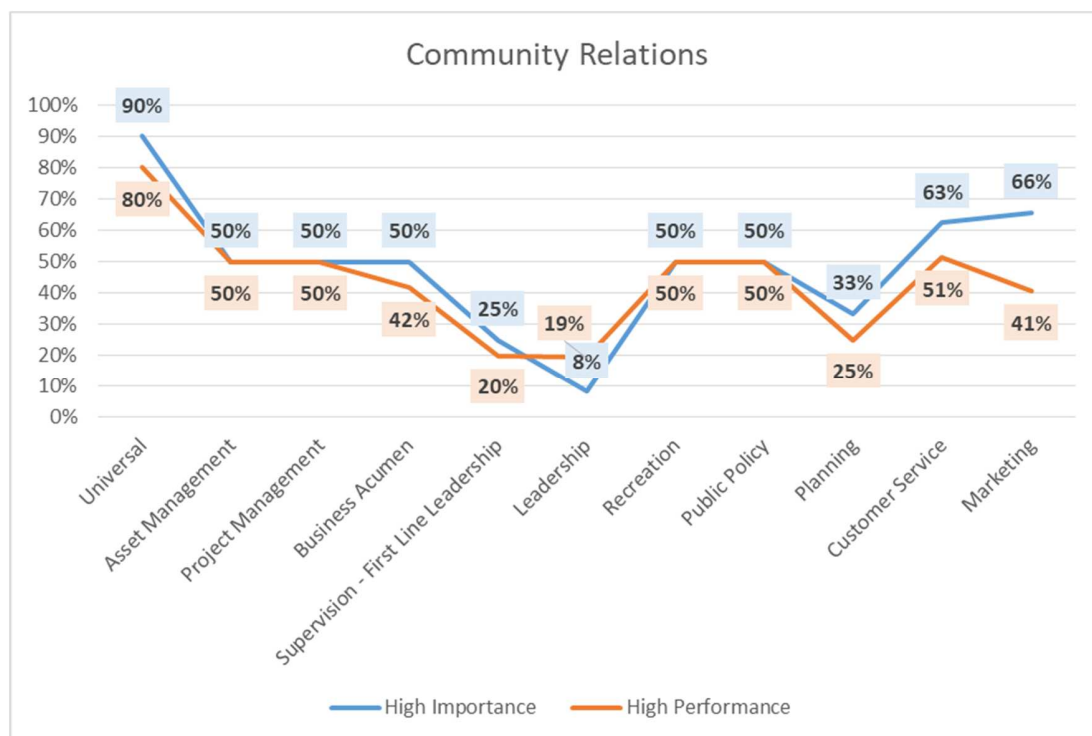
- Asset management
 - Planning and procedures
- Recreation
 - Foundations of recreation and leisure
 - Maintain information systems
- Supervision
 - Team building
- Universal
 - Written communication
 - Continual learning
- Business Acumen
 - Technology



Community Relations

Community relations staff were assessed on 11 parent competencies. The competencies with the most perceived importance are universal, marketing, and customer service. The remaining parent competencies were perceived to be less important for their position. Important gap areas for BPRD to pay attention to include:

- Marketing
 - Monitoring and measuring effectiveness
 - Customer experience
- Customer Service
 - Community consultation and engagement
 - Sponsorships and donations
- Universal
 - Continual learning

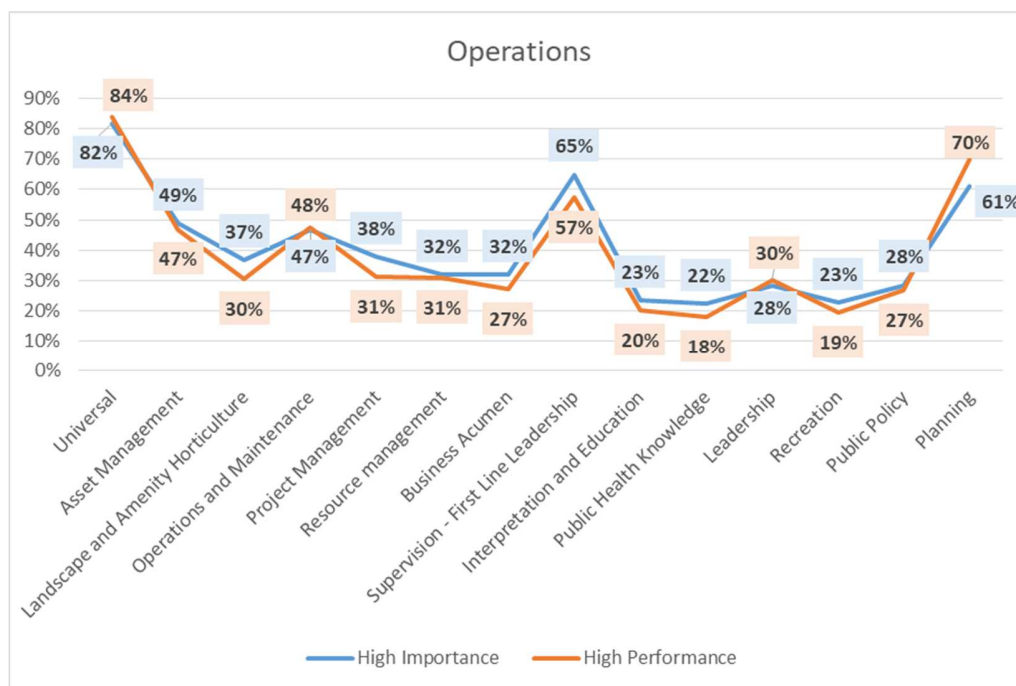


Operations

Operations staff were assessed on 14 parent competencies. The competencies with the most perceived importance are universal, supervision, and planning. The remaining parent competencies were perceived to be less important for their position. Important gap areas for BPRD to pay attention to include:

- Supervision
 - Recruiting strategies
- Landscape and amenity horticulture
 - Horticulture, arboriculture, and forestry management

- Community gardens and farms
- Project management
 - Capital improvement planning
 - Contract management

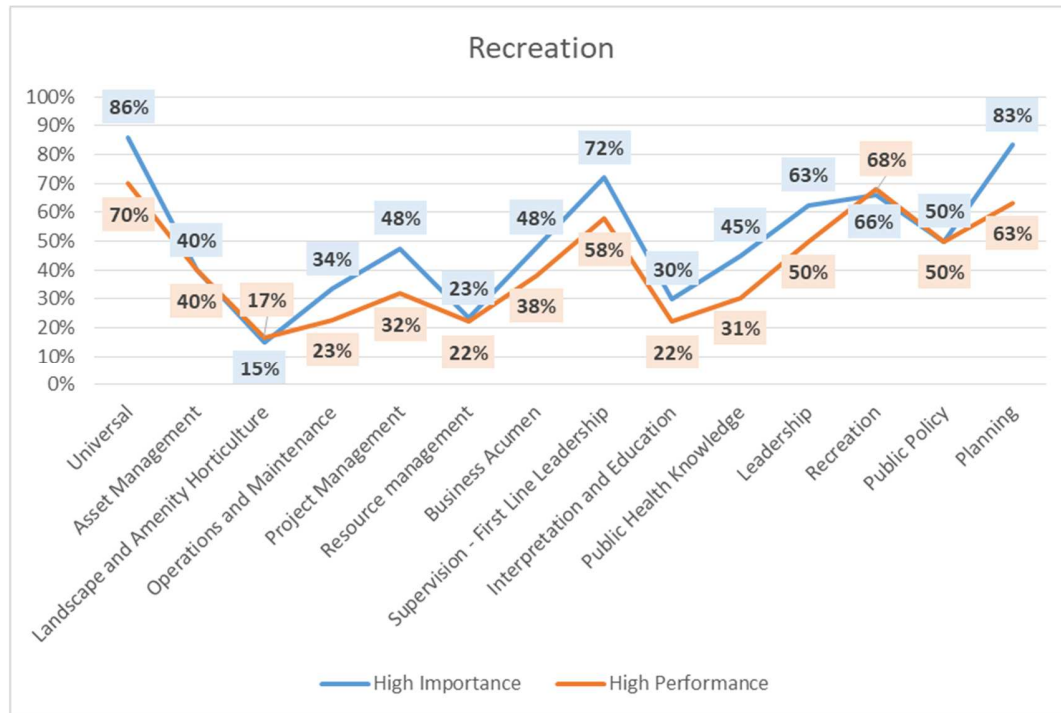


Recreation

Recreation staff were assessed on 14 parent competencies. The competencies with the most perceived importance are universal, planning, supervision, recreation, and leadership. The remaining parent competencies were perceived to be less important for their position. Important gap areas for BPRD to pay attention to include:

- Planning
 - Action planning
- Project Management
 - Contract management
 - Capital improvement planning
- Universal
 - Oral communication
 - Continual learning
 - Written communication
- Public Health Knowledge
 - Public assessment
- Supervision
 - Quality of service
 - Monitoring and improving productivity

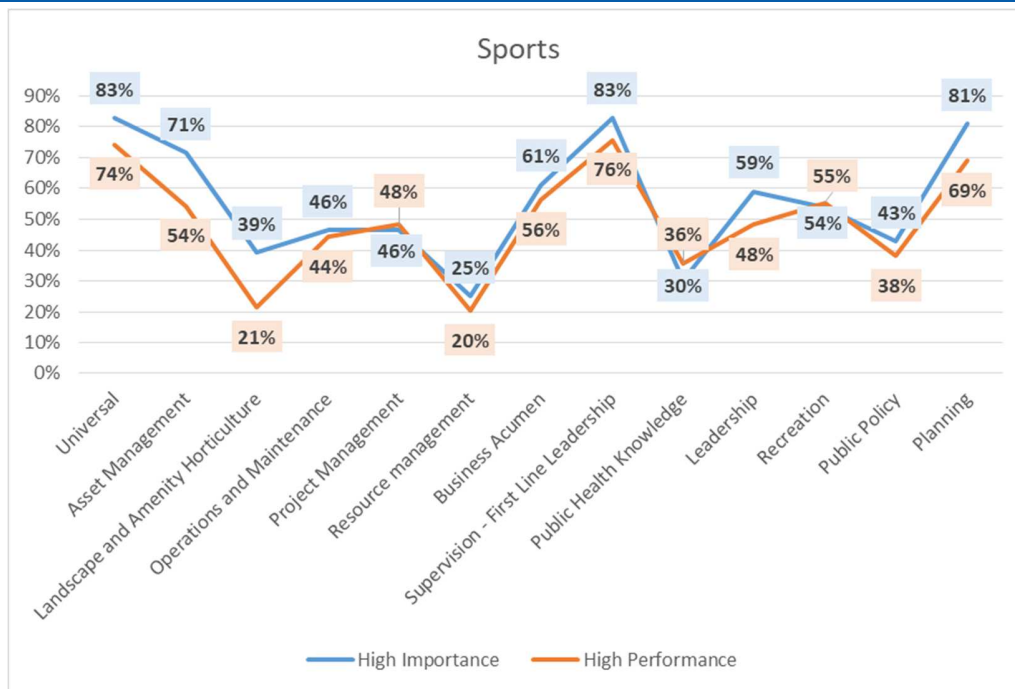
- Team building
- Effective communication
- Leadership
 - Fiscal entrepreneurship
 - Leading change
 - Leading people



Sports

Sports staff were assessed on 13 parent competencies. The competencies with the most perceived importance are supervision, universal, planning, asset management, business acumen, leadership, and recreation. The remaining parent competencies were perceived to be less important for their position. Important gap areas for BPRD to pay attention to include:

- Asset management
 - Property and structure ownership management
 - Inventory and condition assessment
- Leadership
 - Leading change
 - Fiscal entrepreneurship
- Universal
 - Interpersonal skills
 - Oral communication



Internal Process Review

A time-task analysis was conducted to better understand how staff spend their time. Staff were asked to identify different *lines of service* (or functions) that they are responsible for on an annual basis. Staff were then asked to divide their time (on average) across the various functions. This allowed the Consultant Team to identify where time is spent, or consequently, not spent. This information has direct implications for the existing organizational structure and must be understood before any future organizational structure changes should be made.

Lines of Service Categories and Overall Results

BPRD staff report spending the most time on the following lines of service:

- General parks maintenance (9%)
- Windshield time/travel (9%)
- Meetings/trainings/misc. (8%)
- Urban forestry (for the City) (7%)
- Personnel management (6%)
- Urban forestry (for Parks) (6%)
- Repair/vandalism/graffiti (6%)

Lines of Service by BPRD Division

BPRD staff articulated they spend time completing tasks “outside” of their direct service categories. This indicates crossover between divisions. The categories with the most crossover are:

- Administrative and business services
- Recreation programming and facility management

LINE OF SERVICE - CORE AREAS	PARKS	SPORTS	CUSTOMER SERVICE	CUSTOMER RELATIONS	RECREATION	ADMINISTRATION
Operations and Maintenance - Parks	50.1%	2.0%	0.0%	0.0%	0.3%	0.0%
Parks Planning	2.8%	1.4%	0.0%	0.0%	0.5%	10.0%
Rec. Programming and Facility Mngmt.	7.2%	44.6%	0.0%	0.0%	46.4%	0.0%
Administration and Business Services	39.9%	52.0%	100.0%	100.0%	52.8%	90.0%

Recreation Trends Analysis

A recreation trends analysis was performed in order to inform programmatic functions for BPRD and implications for Switchyard Park. National statistics were reviewed from the Sports and Fitness Industry Association (SFIA), regional trends were examined from the National Recreation and Park Association (NRPA), while local statistics were analyzed via the Environmental Systems Research Institute (ESRI). A complete demographic and trends analysis can be found in the **Appendix**.

National Trends

National trends that BPRD should monitor include the ratio of “core vs. casual” recreation participants and participation rates in general sports, fitness, outdoor recreation, aquatics and water sport activities. In recent years, the percent of core participants has decreased in nearly every sport/activity as casual participation continues to become more common among today’s generation. This is expected to be a result of several factors including time restraints, financial barriers, and the introduction of new activities. All of these factors are contributing to participants trying out new activities and casually participating in a wide variety of sports and recreation endeavors versus the former trend of dedicating all of one’s time and finance to one (or two) activities.

The following national trends are relevant for BPRD:

- General sports
 - Rugby and other niche activities (like Boxing, Lacrosse, and Roller Hockey) experienced the most rapid participant growth since 2012
 - In the most recent year, the fastest growing sports were Boxing for Competition (13.1%) and Pickleball (11.3%)
- Fitness activities
 - Non-Traditional / Off-Road Triathlons (74.7%), Trail Running (57.6%), and Aerobics (32.7%) have experienced the most rapid participant growth since 2012
 - In the most recent year, those activities have also experienced great growth along with the addition of Running/Jogging
- Outdoor recreation
 - BMX Bicycling (83.4%), Adventure Racing (56.3%), Backpacking Overnight (38.3%), and Day Hiking (30.1%) experienced the most rapid participant growth since 2012
 - Similarly, in the last year, activities growing most rapidly include: BMX Bicycling (10.0%), Backpacking Overnight (8.1%), and Day Hiking (6.6%)
- Water sports
 - Stand-Up Paddling (138.9%) is by far the fastest growing water activity since 2012, followed by White Water Kayaking (33.1%), Recreational Kayaking (28.7%), and Sea/Tour Kayaking (20.8%)

Regional Trends

The number one core program area offered by parks and recreation agencies located in the Great Lakes Region (Illinois, Indiana, Iowa, Michigan, Minnesota, Missouri, Ohio, and Wisconsin) is *themed special events* (84%), followed closely by *team sports* (81%) and *social recreation events* (81%).

Local Trends

The local population exhibits strong market potential for general sport activities (all above the national average), fitness (especially Pilates, and jogging/running), and outdoor activity (especially rock climbing

and backpacking). Additionally, the local population demonstrates a higher market potential to spend more than \$250 on sports/recreation equipment annually. The next dollar amount range for sports/recreation equipment spending is \$1-99 annually. This is an important data point to consider because the local population demonstrates financial strength; however, Bloomington has a large student population which the Department needs to also pay attention to when pricing programs and services.

Recreation Trends Implications

Since Switchyard Park is being developed, it is critical for BPRD to analyze and keep abreast of national, regional, and local trends. On a national level, both field and court sports have experienced participation growth since 2012. Of particular note, rugby, lacrosse, and Pickleball are non-traditional activities that are becoming more mainstream. With a new park, there is a great opportunity to prepare spaces appropriate to potentially program these types of activities. Additionally, fitness and outdoor recreation activities have experienced great growth and Switchyard Park can be a location to help facilitate some of these activity types. Water sports and aquatics is less applicable to this site; however, there is growing national interest in spraygrounds/splash pads which can be incorporated into this site.

Examining “closer to home” trends, two of the top three regional trends involve community gathering opportunities (special events and social recreation events). The facilities designed for Switchyard Park lend themselves well to a program plan that can provide a location for some existing BPRD events while being able to introduce new and expanded events. Additionally, local market potential indicates there will be strong local support for sports, fitness, and outdoor recreation activities.



Switchyard Park Implementation

The following is the planned improvements for the construction of Switchyard Park. It is expected that improvements will be completed as a single construction project.

Conceptual Map



Facility/Amenity Matrix

Switchyard Park Concept Quantities		
Facility/Amenity	Unit	Qty
Adult Fitness Equipment	EA	9
Amphitheater (Pavilion/Performance Stage)	Square Feet	13,200
Basketball Court	EA	1
B-Link Trail	Linear Mile	0.33
Bocce Ball Courts	EA	3
Community Garden	Plots (4x8')	39
Daylighted Stream	Linear Feet	29
Dog Park	Acres	5
General Park Acres (unprogrammed)	Acres	8
Landscape Plantings	SF	100,000
Main Pavilion	Square Feet	11,000
Maintenance Yard	Square Feet	1,000
Neighborhood Connection Trail	Linear Mile	3.8
North Lawn	Acres	2 @ .75 ac each
Parking	Spaces	681
Performance/ Terraced Event Lawn	Acres	6
Pickle Ball Courts	EA	4
Play Environment	Square Feet	21,500
Reforestation Seedlings	EA	2,000
Restrooms	EA	14
Seating Bosque	Square Feet	4,800
Reservable Shelter	EA	2
Spray Plaza	Square Feet	2,300
Street-Style Skate Park	Square Feet	12,580
Trees	EA	600

Maintenance Standards

In keeping with current BPRD practices, it is expected that the general maintenance and landscaping associated with Switchyard Park will be provided to ensure a safe and enjoyable experience. It is recommended that maintenance be performed in accordance with the Department's current maintenance management standards.

Staffing Model

To operate the Switchyard Park in alignment with the hybrid management model and classification of services as recommended, the four primary goals will be to:

1. Implement a standards-based maintenance program for both contracted and in-house work. This effort will ensure a high quality and consistent experience for visitors to Switchyard Park.
2. Oversee the maintenance work performed by third party contractors.
3. Deliver a high level of customer service that is necessary to facilitate the reservations of the main pavilion, amphitheater, shelter, and community gardens.
4. Develop recreation opportunities for visitors to Switchyard Park.

To meet these goals, the Consultant Team recommends the addition of the following staff:

Maintenance

- 1 Full-time General Manager – Operations
- 2 Full-time Working Foremen – Operations
- 2 Full-time Laborer II – One for Operations; One for Urban Forestry
- 5 Part-time Seasonal Workers – Operations and Urban Forestry

Financial Model

The Consultant Team utilized the following set of assumptions to create a financial model for the development of the 58-acre Switchyard Park:

- Primary programs and services of phase one will be:
 - Reservations/Permits
 - Programs
 - Special Events
- Income will equal approximately \$303,907
- Five full-time employees will be required for the operation of the park.
- 2,880 man-hours of part-time staffing will supplement full-time staff.
- A third-party contractor will be responsible for the routine landscape bed and mowing maintenance in the park at an annual cost of \$1.50 per ft² for landscape beds and \$3,000/acre for mowing. In lieu of a third-party contractor, the Department will need to request an additional full-time employee for landscaping functions.
- Operational partnerships were not considered as part of the pro forma development.

From these assumptions, the Consultant Team projects that Switchyard Park will operate at a 36% cost recovery and require a first year subsidy from the general fund to offset the operating loss (\$535,000).

Six-year Pro Forma

Pro Forma Revenues & Expenditures						
Switchyard Park						
BASELINE: REVENUES AND EXPENDITURES						
Revenues	1st Year	2nd Year	3rd Year	4th Year	5th Year	6th Year
Programs and Rentals	\$303,907	\$316,063	\$328,706	\$341,854	\$355,528	\$369,749
Annual Increase	-	4%	4%	4%	4%	4%
Expenditures	1st Year	2nd Year	3rd Year	4th Year	5th Year	6th Year
Operations & Maintenance	\$838,312	\$855,078	\$872,179	\$889,623	\$907,415	\$925,564
Annual Increase	-	2%	2%	2%	2%	2%
Annual Net Gain/Loss	(\$534,405)	(\$539,015)	(\$543,474)	(\$547,769)	(\$551,887)	(\$555,814)
Total Cost Recovery	36%	37%	38%	38%	39%	40%

Revenue Model and Program and Service Plan

The following figure provides the program plan for the expected programming and utilization that BPRD will directly facilitate at the Switchyard Park along with corresponding projected revenues.

Pro Forma Revenue Model Switchyard Park						
LOCATION	PROGRAM	PRICE	OFFERINGS	PARTICIPATION	REVENUES	EXPLANATION
Stage	Stage Rentals	\$250.00	4	12	\$12,000.00	Minimum of 4 hour rental
Stage	Community Special Events (Free)	\$0.00	12	500	\$0.00	2 per month; community concerts, movies in the park, festivals, fishing derby, etc.)
Park	Specialty Special Events (Registration Fee)	\$5.00	6	300	\$9,000.00	1 mile fun runs! 5k races etc City to receive \$5 for every registrant
Park	Permitted Festivals	\$250.00	8	100	\$2,000.00	Permitting from Festivals
Main Pavilion	Facility Rentals	\$500.00		52	\$26,000.00	\$500 per rental
Main Pavilion and/or Great Lawn	Winterpalooza	\$5.00	1	500	\$2,500.00	Current Programming
Main Pavilion and/or Great Lawn	Pumpkin Launch	\$5.00	1	700	\$3,500.00	Current Programming
Main Pavilion and/or Great Lawn	Holiday Market	\$0.00	1	12,000	\$8,815.00	Current Programming; Vendor Fees
Main Pavilion and/or Great Lawn	Junk in the Trunk	\$0.00	1	1,050	\$1,220.00	Current Programming; Vendor Fees
Main Pavilion and/or Great Lawn	Craft Beer Fest	\$1,000.00	1	2,000	\$1,000.00	Community Events not planned by Parks
Main Pavilion and/or Great Lawn	Food Truck Friday	\$850.00	12	5,000	\$10,200.00	Community Events not planned by Parks
Main Pavilion and/or Great Lawn	Winter Market	\$800.00	16	5,000	\$12,800.00	Community Events not planned by Parks
Main Pavilion and/or Great Lawn	Midway Music Festival	\$550.00	2		\$1,100.00	Community Events not planned by Parks
Main Pavilion and/or Great Lawn	Horne Show	\$500.00	2		\$1,000.00	Community Events not planned by Parks
Main Pavilion and/or Great Lawn	Stonernill Arts/Crafts	\$500.00	4		\$2,000.00	Community Events not planned by Parks
Main Pavilion and/or Great Lawn	Concert/Movie/Summer Sampler Series	\$0.00	5	500	\$0.00	New Programming
Main Pavilion and/or Great Lawn	Kite Flying	\$0.00	5	25	\$0.00	New Programming
Main Pavilion and/or Great Lawn	Inflatable Race	\$50.00	1	300	\$15,000.00	New Programming
Main Pavilion and/or Great Lawn	Big Wheel Race	\$125.00	1	30	\$3,750.00	New Programming
Main Pavilion and/or Great Lawn	Pet Expo	\$5.00	1	300	\$1,500.00	New Programming
Main Pavilion and/or Great Lawn	Dog Shows	\$10.00	1	200	\$2,000.00	New Programming
Shelter	Weekday Shelter Reservations	\$65.00	1	65	\$4,225.00	April-October - All day rental
Shelter	Weekend Shelter Reservations	\$85.00	1	85	\$7,225.00	April-October - All day rental
Pickleball Courts	Pickleball Court Rentals	\$8.00	64		\$512.00	4 courts; 4 hours per rental; 4 rentals
Concessions	Concession Sales	\$1.00	1	75,000	\$75,000.00	\$1 per cap for 75,000 transactions
Sponsorships	Earned Income, Sponsorships, Donations				\$100,000.00	Tie to Parks Foundation efforts
Garden Plots	Garden Plot Reservations	\$40.00	39		\$1,560.00	
TOTAL REVENUES					\$303,907.00	

Expenditure Model

Pro Forma Expenditures		
Switchyard Park		
ACCOUNT TITLE	BUDGET	EXPLANATION
PERSONNEL SERVICES		
General Manager	\$55,880	1 FT - Existing Staff Position
Working Foreman	\$80,000	2 FT - 1 Existing and 1 New Staff Position
Laborer II	\$72,000	2 FT - Operations and Urban Forestry
Part-time Grounds Maintenance Workers	\$31,200	5 staff; 40 hours per week; 12 weeks per year x \$13
Overtime	\$2,500	
Employer's Share of FICA	\$1,984	6.36% of PT Salaries and Wages
Employer's Share of Medicare	\$465	1.49% of PT Salaries and Wages
Full-Time Benefits	\$66,833	32.15% of FT Wages
Total	\$310,863	
NON-PERSONNEL SERVICES & CHARGES		
Contracted Services - Mowing	\$66,000	22 acres x \$2000/acre
Contracted Services - landscape beds	\$150,000	100,000 sq. ft. x \$1.50 per sq. ft.
Marketing	\$27,025	6% of non-personnel expenditures
Community Garden Maintenance	\$624	\$.50 per sq. ft. *1248 sq. ft. (39 plots - 32 sq. ft. per plot
Trail Maintenance	\$30,000	
Urban Forest maintenance	\$50,000	lump sum
Dog Park Maintenance	\$12,300	\$2500 per acre x 5 acres
Amphitheater Maintenance	\$15,000	lump sum
Skatepark Maintenance	\$5,000	
Play Environment Maintenance	\$3,500	
Splashpad Maintenance	\$5,000	
Restroom Custodial Operations	\$21,000	\$1500*14 individual stalls
Cellular Phone Fees	\$1,000	
Electricity	\$40,000	
Water & Sewer	\$15,000	
Equipment Repairs & Maint.	\$2,500	
Trash Collection	\$3,000	\$250 / Mon Dumpster
Staff Clothing	\$1,500	
Irrigation Materials	\$5,000	
Repair Parts	\$5,000	Plumbing, Hardware, Electrical, Lighting, etc...
Small Tools & Minor Equip.	\$5,000	Misc. and Specialty Tools
Other Maint. Supplies	\$12,000	Lubricants, light bulbs, etc.
Program and Special Event Supplies	\$50,000	
Participant Clothing	\$500	
Safety Supplies	\$1,500	Safety Glasses, Gloves, Harness, etc...
Total	\$527,449	
TOTAL EXPENSES	\$838,312	

Recommendations

After completing the operational analysis, the following key recommendations are provided:

- A focus on marketing, customers service, planning, supervision, and universal competencies should be made a departmental priority
- Additional staff resources are required for full operations of Switchyard Park in addition to the current system
- The identified program and service plan should be used as a guide for Switchyard Park planning and should be reviewed and updated periodically based on national, regional, and local trends

Chapter Four - Conclusion

Planning for the Future

BPRD has done a great job maintaining its system with the resources it has available. With a foreseeable increase in parkland that will have direct implications for recreation programming, operations, and maintenance, an increase in resources is warranted. An internal staffing analysis revealed a stretched operations staffing base with little capacity to adequately take on a new park addition at this time. However, it should be noted that there is overall internal capacity that could be increased via staff competency development (especially for the sports, administration, and recreation divisions). If more knowledge, skills, and abilities are created, BPRD will naturally become more efficient. The extent of the realized efficiency will not, however, be commensurate with the added responsibilities caused by Switchyard Park in terms of maintenance.

To maximize the financial potential of Switchyard Park, additional staff is necessary to maintain the full 58 acre park addition. An additional 5 full-time positions should be dedicated to the site. This will ensure BPRD's maintenance standards are upheld for the entire system. The new park will affect recreation and business services as well. Staff will need to anticipate marketing, administrative responsibilities (reservations, permits, etc.), and programming opportunities that will come with the new park. Additionally, as Switchyard Park becomes fully built out and operational, attention should be made to revenue production to see if there is justification for future recreation programming staff.

It is clear that BPRD will need to make internal adjustments with existing staff to prepare for Switchyard Park's full operation, programming, and maintenance (projected to be at an approximately 36% cost recovery level), but a focus on staff development and streamlining existing activities that exhibit overlap between divisions can help the Department prepare for the park's development. Additionally, monitoring and analyzing national, regional, and local recreation trends on a consistent basis will allow BPRD to make programmatic adjustments not only at Switchyard Park but across the system.



Chapter Five - Appendix

Staff Survey Detail

Standard Industry Competencies

Universal

- Interpersonal Skills - Responds appropriately to the needs and feelings of others in a sensitive, respectful manner
- Oral Communication - Communicates clearly and persuasively, listens effectively, and facilitates open exchange of ideas.
- Integrity/Honesty - Instills mutual trust and confidence, creates a culture that fosters high standards of ethics, acts fairly and ethically, and demonstrates a sense of corporate responsibility and commitment to public service.
- Written Communication - Expresses facts and ideas through clear, concise, and organized language.
- Continual Learning - Grasps new information, masters technical and business knowledge, recognizes personal strengths and weaknesses, and pursues self-development.

Job-Specific Competencies

Asset Management

- Planning and Procedures - Assets are operated efficiently, reliably, and safely in a manner consistent with rules, regulations, and standards.
- Property and Structure Ownership Management - Managing and planning for property, buildings, and lands, including projecting the need to acquire, dispose, and build facilities.
- Lifecycle Management - Knowledge, skills, and abilities to manage for the total cost of ownership over the lifecycle of a facility or park, including cyclic, preventative, repair, and rehabilitative maintenance.
- Inventory and Condition Assessment - Develop and maintain an accurate inventory, tracking system, and condition “snapshot” of assets in the agency.
- Accessibility Management - Comprehend and comply with accessibility regulations, policies and best practices, including transition plans and accommodations.

Landscape and Amenity Horticulture

- Horticulture, Arboriculture and Forestry Management - Understand best practice and technique for the establishment and maintenance of amenity trees, gardens, and turf for public enjoyment or botanical purposes; and of forestry plantations for commercial and/or recreational use.
- Historic/Heritage Landscape Management - Management of historic landscapes including parks and gardens of heritage and cultural value. Understanding of techniques such as conservation, restoration, re-creation, and creative conservation.
- Landscape Architecture Develop the design of outdoor public spaces and structures to achieve environmental, social-behavioral, or aesthetic outcomes.
- Community Gardens and Farms Develop and manage community gardens/farms within an urban context for the purposes of involving people in developing skills, health improvement, and expanding environmental awareness; and manage farmed parkland for cultural, recreational, environmental and commercial outcomes.

Operations and Maintenance

- Service Scheduling, Performance, and Training - Ability to establish operations and maintenance work practices that influence deliverable services and meet standards that are effective and efficient.
- Facility Management Software - Use software systems to manage an agency's parks and facilities.
- Health, Safety, Security, and Environmental Factors - Ability to protect the health and safety of people, patrons, employees, and citizens in park facility operations.
- Emergency Preparedness - Capacity to prepare and react to emergencies including natural disasters, terrorism, vandalism, operating failures, and accidents in order to protect people, the facility, and the environment.
- Blueprints/Schematics - Prepares sketches, updates as-built drawings and records of repairs or replacement activities involving a specific trade.
- Tool/Equipment - Ability to calibrate, adjust, and modify tools and equipment for safe and precise use in maintenance activities.
- Material/Parts - Determines most economical materials and equipment for use in repair or replacement activities based on maintainability and life cycle.
- Vocational Math Common to Trade - Ability to prepare final technical specifications, and utilize industry standards for cost estimating to provide estimates for contracts and costs for day labor projects.
- Material Handlin - Lift and carry loads that frequently exceed 50 pounds, and safely handle heavy loads of dirt, cement, asphalt, etc. using a wheelbarrow on grades and sloped terrain.
- Manual Labor - Uses electric and gas powered jackhammers, lawn mowers (commercial riding and/or walk type), chainsaws, weed trimmers and other powered equipment required to perform routine parks, grounds and trail maintenance., and mixes, pours, fills, and levels holes with dirt, gravel, cement, asphalt, etc.
- Engineering Equipment - Operates a variety of rubber tired and tracked engineering and construction equipment to perform all job elements according to safety rules/regulations to avoid

injury to self and others, in confined spaces. Recognizes changes in soil conditions and makes proper adjustments due to hilly or steep terrain and weather. Operate engineering and construction type equipment in local elements including snow removal, or soil excavation to fine grade specifications as required.

- Wood Maintenance and Repair - Project accomplishment from initial layout to completion of wood structure repair and construction including the setup and operation of general carpentry and wood working tools and equipment including table saws, drills, and hand tools.
- Electrical Equipment and Repair - Perform minor preventive maintenance and repair to electrical equipment including trouble-shooting, install replacement fixtures and bulbs, etc.
- Irrigation Maintenance and Management - Review plans and as built schematics for the proper replacement, maintenance and installation of irrigation systems in parks including zone planning, repair, rehabilitation, and computerized scheduling and management of irrigation areas in parks and maintained landscapes.
- Athletic/Sports Facility Maintenance - Inspect, prepare, repair and maintain highly specialized facilities for various sports activities to national governing body standards including a variety of surface preparation, field markings, support equipment installation, lighting equipment, and participant comfort and practice needs.

Project Management

- Project Management - Ability to manage projects with varying scope, complexity, duration, and financial risks, including forecasting future facility needs, renovations, new construction, and demolitions.
- Programming and Design - Define user needs and develop a statement of design requirements to transform space into improvements via a formal or informal design process.
- Capital Improvement Planning - Foundational understanding of capital improvement program financing, preliminary site planning, organization, and public involvement programs.
- Contract Management - Develop, manage, and administer contracts with customers, vendors, partners, employees, and contractors for park service delivery including planning, capital works, construction, and maintenance including negotiating terms and conditions and ensuring contract compliance. Know how to read and understand contract drawings, develop contract correspondence, provide proper documentation, and evaluate work performance.

Resource Management

- Cultural Resource Management - Recognize, plan, and manage for culturally important resources in park facilities, assets, and park features.
- Historic Resource Management - Basic knowledge of historic preservation history and philosophy, federal cultural resource legislation, and Rhode Island historic resource management policies and guidelines.
- Natural Resource Management - Recognize, plan, manage, and comply with best management practices for natural resources in parks.

- Resource Planning - Ability to make explicit and identify all planning projects' criteria for satisfying park site needs including business need, growth or consolidation, regulatory and statutory compliance, and cultural/historic/natural resource protection needs. Ability to define and plan the project with a working knowledge of trades, materials, and equipment and their possible impacts on cultural/historic/natural resources.
- Sustainability - Use proven sustainable practices for conserving energy and other resources through park and facility management.
- Environmental Leadership - Ability to introduce and integrate sustainable practices into operations and maintenance, planning, design, construction, and rehabilitation.
- Foundations of Conservation and Parks Understanding the basic concepts of conservation ethics, practices, and enabling legislations that protect natural and cultural resources.

Business Acumen

- Park Facility Management Function - Organize the park facility management mission including setting strategic short- and long-term goals for improvement with staff collaboration.
- Budget and Finance - Use budget and financial principles to successfully manage park facilities and associated functions. Understand business trends and make decisions related to budget allocations and reductions.
- Assessment and Innovation - Measure the performance of the facility service process in order to make continuous improvements in benchmarking and innovation.
- Concessions Management - Ability to oversee diverse contracts and implement regulations while working with a wide variety of stakeholders that include visitors, planners, and contractors, as well as current, potential, and new concessioners.
- Human Resource Management - Perform critical tasks, such as hiring, firing, scheduling, and providing development and growth opportunities for personnel.
- Technology - Assess and predict future requirements that support the park facility management overall information technology strategy; acquire, implement, and maintain systems; and deploy technologies as required. Understands advancement in technology to facilitate information gathering, sharing information; and its use in effective decision-making.
- Marketing - Ability to create and implement a comprehensive client-centered promotion program and identify market segments and target audiences. Effectively utilizes communication techniques such as social media and other appropriate communication techniques to broadly spread the understanding of the park department mission.
- Communications Planning - Understand the internal and external communication forms to support the department mission including communicating the department's opinion on current issues to staff and partners and developing public communication plans and evaluating results.
- Media Communications - Understand the function, design, and implementation of specific services to enhance internal and external communication such as video production, graphics, and telecommunications.

Supervision – First Line Leadership

- Recruiting Strategies - Assess current and future staffing needs based on organizational goals and budget realities; use core competencies, organization fit and compatibility, and merit principles to ensure that staff is appropriately selected, developed, utilized, appraised, and rewarded, and takes corrective action.
- Monitoring and Improving Productivity - Develop others' ability to perform and contribute to the organization by providing ongoing feedback and opportunities to learn through formal and informal methods.
- Quality of Service - Ability to meet organizational goals and customer expectations.
- Team Building - Inspire, motivate, and guide others toward goal accomplishments; consistently develop and sustain cooperative working relationships as a team member and develop highly effective teams.
- Effective Communication - Demonstrate tact, discretion, respect, helpfulness, integrity, openness, and courtesy toward the ideas and cultures of others; practice active listening and effective and sensitive written and oral communication; and promote an atmosphere of confidence and trust.

Interpretation and Education

- Interpretive Program Management - Manage to inform park interpretation theme and priorities, evaluate interpretive effectiveness, and engage citizens in discussions of park significance.
- Education Program Management - Manage active programs and accommodate diverse learning styles, abilities, cultures, and experiences to create public appreciation of parks and resources.
- Media Resource Management - Assess interpretive and educational elements of media for effective planning of revision and development of media in parks.

Public Health Knowledge

- Public Health Orientation - Understand population-based health problems and how parks, recreation, and public lands promote the welfare of individuals and communities.
- Policy and Program Planning - Use fiscal analysis for program planning, including developing program budgets, performance evaluation, and implementation as applied to promote public health for all populations.
- Public Assessment - Manage public health programs and partnerships; assess relationships among public-health-related groups for healthy parks and healthy people; identify, understand, and create access for target audiences.
- Collaboration - Demonstrate cooperation with other agencies/organizations in addressing pressing public health needs of a community or population.

Leadership

- Leading Change - Bring about strategic change to meet organizational goals in a continuously changing environment, reflective of the interconnected, complex systems that frame parks, facilities, and public lands.

- Leading People - Foster development of others; facilitate collaboration among individuals, groups, agencies, and organizations; and support constructive resolution of conflicts.
- Building Coalitions - Collaborate, share, and partner human, financial, and information resources strategically with other organizations for the larger organizations' common goals.
- Fiscal Entrepreneurship - Develop, understand, and effectively implement new financial and programmatic activities, and utilize systems for increasing community support for parks, facilities, and public lands in efforts to increase overall value to the agency/organization.

Recreation

- Programming - Provide direct creation/supervision of recreation programming, identify necessary resources, identify client needs, engage the public in decision-making processes, and evaluate program goals and objectives to aid in decision-making.
- Volunteerism - Recruit, hire, train, and manage volunteers to support programmatic operations and services.
- Scheduling - Create and maintain comprehensive program plans that can include facility rentals, sports leagues, specialty programming, and other regular activities.
- Maintain Information Systems - Responsible for collecting, inputting, and reporting program data that can be used in programmatic decisions and marketing efforts.
- Foundations of Recreation and Leisure - Understand the concepts associated with individuals as consumers and of societal agencies as providers of leisure services.

Public Policy

- Issue Identification - Identifies core concepts and methods relevant to policy analysis. Collects and analyzes data in order to evaluate the economic, political, administrative, legal, and ethical aspects of policy options.
- Public Policy Implementation - Outlines the major steps and tools involved to implement public policy. Ability to work with other agencies and governmental entities at local, state, and national levels and implement agreements.
- Policy Evaluation - Identifies the appropriate tools to use for policy evaluation. Analyzes the quality and availability of data along with the strengths and weaknesses of tools used to analyze policy.
- Communication - Ability to present findings and recommendations, both written and verbal, with appropriate and skillful use of evidence.

Planning

- Problem Solving - Identifies and analyzes problems; weights relevance and accuracy of information; generates and evaluates alternative solutions; makes recommendations.
- Strategic Thinking - Analyzes and evaluates information and situations for problem solving, decision-making, and conceptualizing. Synthesizes ideas and integrates information resulting in holistic versus fragmented perspectives and action. Ability to link the long term vision with short term goals to achieve desired results.

- Action Planning - Knowledge of the development and implementation of strategic change initiatives to produce change (external related to the organization's products, services, revenues, and relationships and/or internal related to capacity building, strengthening community leadership, or enhancing the planning process); ability to establish priorities.

Customer Service

- Community Consultation and Engagement - Effectively engages the community to solicit feedback pertaining to Department programs, services, and overall direction.
- Public Relations - Maintains a healthy relationship with users and non-users alike within the community.
- Sponsorships and Donations - Solicits, tracks, and manages sponsorships, donations, and other in-kind gifts to the Department.
- Community Complaints - Effectively manages customer expectations through conflict resolution.
- Employee Communications - Maintains healthy and open internal communication channels within the Department.
- Issues Management and Crisis Communication - Ability to disseminate timely and appropriate communications both internally and externally to manage emergency or "pop-up" situations.

Marketing

- Brand - Develops brand strategy and articulates desired brand positioning. Defines the measures used to determine brand effectiveness and use results to inform future activities.
- Integrated Marketing Communication - Implements and integrated marketing communication strategy/plan(s) to communicate with all stakeholders.
- Digital Integration - Develops and implements a digitally enhanced marketing strategy to the benefit of the customer.
- Product Management - Leads and directs the management of projects related to the delivery of customer value propositions and product/service portfolios.
- Monitoring and Measuring Effectiveness - Leads and promotes the use of metrics to improve marketing effectiveness.
- Customer Experience - Articulates the desired customer experience to drive loyalty and the potential for customer advocacy; leads and controls the activities that deliver customer satisfaction and experience.
- Partnership Marketing - Directs and controls the implementation of channel and/or partnership marketing plans to meet the needs of customers, channel partners and the organization.
- Risk and Reputation Management - Leads the alignment of people, processes, and brands to deliver Department/Agency values and maintain reputation.



Full Competency Survey Results Breakdown

	Concentration Area by Division Gap Areas	Imp.	Importance
	Concentration for Department-wide Overall Gap Areas	Per.	Performance

Parent	Child	Admin		Community Relations		Operations		Recreation		Sports		Total	
		Imp.	Per.	Imp.	Per.	Imp.	Per.	Imp.	Per.	Imp.	Per.	Imp.	Per.
Universal	Interpersonal skills	100%	100%	100%	100%	81%	84%	90%	80%	79%	64%	90%	86%
	Oral communication	100%	83%	100%	100%	84%	88%	90%	60%	93%	79%	93%	82%
	Integrity/honesty	100%	100%	100%	100%	94%	91%	100%	100%	100%	100%	99%	98%
	Written communication	100%	67%	100%	100%	75%	84%	90%	70%	79%	64%	89%	77%
	Continual learning	83%	67%	50%	0%	75%	72%	60%	40%	64%	64%	67%	49%
	Average	97%	83%	90%	80%	82%	84%	86%	70%	83%	74%	87%	78%
Asset Management	Planning and procedures	67%	17%	50%	50%	78%	75%	80%	70%	86%	79%	72%	58%
	Property and structure ownership management					38%	31%	40%	33%	79%	43%	52%	36%
	Lifecycle management					38%	47%	40%	44%	64%	50%	47%	47%
	Inventory and condition assessment	17%	0%			53%	50%	20%	30%	64%	43%	39%	31%
	Accessibility management					38%	31%	20%	22%	64%	57%	41%	37%
	Average	42%	8%	50%	50%	49%	47%	40%	40%	71%	54%	50%	42%
Landscape and Amenity Horticulture	Horticulture, arboriculture, and forestry management					53%	41%	10%	11%	43%	29%	35%	27%
	Historic/heritage landscape management					31%	31%					31%	31%
	Landscape architecture					41%	34%			36%	14%	38%	24%
	Community gardens and farms					22%	16%	20%	22%			21%	19%
	Average	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	37%	30%	15%	17%	39%	21%	31%	25%
Operations and Maintenance	Service scheduling, performance, and training					75%	72%	20%	44%	71%	77%	55%	64%
	Facility management software	67%	50%									67%	50%
	Health, safety, security, and environmental factors	33%	33%			84%	94%	50%	30%	86%	71%	63%	57%
	Emergency preparedness	17%	17%			72%	59%	90%	40%	93%	79%	68%	49%
	Blueprints/schematics					31%	31%			21%	14%	26%	23%
	Tool/equipment					44%	44%			50%	36%	47%	40%
	Material/parts					53%	53%	10%	0%	43%	36%	35%	30%
	Vocational math common to trade					28%	22%			14%	14%	21%	18%
	Material handling					44%	56%	11%	0%	50%	50%	35%	35%
	Manual labor					53%	66%	20%	22%	36%	50%	36%	46%
	Engineering equipment									29%	29%	29%	29%
	Wood maintenance and repair					44%	53%			21%	43%	33%	48%
	Electrical equipment and repair					38%	31%			29%	21%	33%	26%
	Irrigation maintenance and management					25%	22%			36%	36%	30%	29%
	Athletic/sports facility maintenance					19%	16%			71%	64%	45%	40%
	Average	39%	33%	#DIV/0!	#DIV/0!	47%	48%	34%	23%	46%	44%	42%	39%
Project Management	Project management			50%	50%	39%	42%	50%	44%	57%	57%	49%	48%
	Programming and design					29%	32%	50%	33%	50%	57%	43%	41%
	Capital improvement planning					33%	13%	20%	0%	29%	21%	27%	12%
	Contract management	33%	33%			50%	37%	70%	50%	50%	57%	51%	44%
	Average	33%	33%	50%	50%	38%	31%	48%	32%	46%	48%	43%	36%
Resource management	Cultural resource management	0%	17%			16%	13%			14%	14%	10%	15%
	Historic resource management					29%	19%					29%	19%
	Natural resource management					39%	29%			7%	7%	23%	18%
	Resource planning					32%	29%			29%	29%	30%	29%
	Sustainability					35%	45%	30%	22%	50%	36%	38%	34%
	Environmental leadership					35%	42%	20%	33%	29%	21%	28%	32%
	Foundations of conservation and parks					35%	39%	20%	11%	21%	14%	26%	21%
	Average	0%	17%	#DIV/0!	#DIV/0!	32%	31%	23%	22%	25%	20%	26%	24%

Organizational Development Plan

Parent	Child	Admin		Community Relations		Operations		Recreation		Sports		Total	
		Imp.	Per.	Imp.	Per.	Imp.	Per.	Imp.	Per.	Imp.	Per.	Imp.	Per.
Business Acumen	Park facility management function					39%	32%	30%	22%	57%	64%	42%	40%
	Budget and finance			25%	33%	39%	26%	80%	50%	93%	79%	59%	47%
	Assessment and innovation			0%	0%	32%	23%			71%	71%	35%	31%
	Concessions management			100%	75%					50%	71%	75%	73%
	Human resource management	67%	67%			65%	61%	50%	44%	86%	79%	67%	63%
	Technology	83%	67%			32%	23%	44%	44%	57%	36%	54%	42%
	Marketing					16%	13%	50%	30%	50%	29%	39%	24%
	Communications planning			50%	50%	19%	23%	50%	67%	57%	50%	44%	47%
	Media communications			75%	50%	13%	17%	30%	10%	29%	29%	37%	26%
	Average	75%	67%	50%	42%	32%	27%	48%	38%	61%	56%	50%	44%
Supervision - First Line Leadership	Recruiting strategies			0%	0%	41%	21%	30%	56%	86%	71%	39%	37%
	Monitoring and improving productivity	83%	67%	0%	0%	52%	45%	60%	33%	79%	64%	55%	42%
	Quality of service	83%	83%	50%	25%	86%	83%	90%	60%	93%	86%	80%	67%
	Team building	83%	50%	0%	0%	59%	59%	80%	60%	64%	79%	57%	49%
	Effective communication	100%	83%	75%	75%	86%	79%	100%	80%	93%	79%	91%	79%
	Average	88%	71%	25%	20%	65%	57%	72%	58%	83%	76%	65%	55%
Interpretation and Education	Interpretive program management					30%	30%					30%	30%
	Education program management					20%	13%	30%	22%			25%	18%
	Media resource management					20%	17%					20%	17%
	Average	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	23%	20%	30%	22%	#DIV/0!	#DIV/0!	25%	21%
Public Health Knowledge	Public health orientation					30%	17%	30%	22%	36%	36%	32%	25%
	Policy and program planning							40%	22%	21%	36%	31%	29%
	Public assessment					13%	13%	40%	11%	21%	21%	25%	15%
	Collaboration	17%	17%			23%	23%	70%	67%	43%	50%	38%	39%
	Average	17%	17%	#DIV/0!	#DIV/0!	22%	18%	45%	31%	30%	36%	31%	27%
Leadership	Leading change			0%	25%	31%	34%	70%	56%	64%	50%	41%	41%
	Leading people			25%	33%	38%	34%	80%	67%	93%	86%	59%	55%
	Building coalitions			0%	0%	31%	31%	60%	56%	43%	43%	33%	32%
	Fiscal entrepreneurship					14%	21%	40%	22%	36%	14%	30%	19%
	Average	#DIV/0!	#DIV/0!	8%	19%	28%	30%	63%	50%	59%	48%	41%	37%
Recreation	Programming							90%	100%	62%	62%	76%	81%
	Volunteerism			50%	50%	23%	23%	40%	50%	23%	23%	34%	36%
	Scheduling					29%	29%	70%	80%	77%	77%	59%	62%
	Maintain information systems	50%	33%			19%	13%	60%	60%	54%	62%	46%	42%
	Foundations of recreation and leisure	50%	17%			19%	13%	70%	50%	54%	54%	48%	33%
	Average	50%	25%	50%	50%	23%	19%	66%	68%	54%	55%	52%	51%
Public Policy	Issue identification					23%	23%			29%	29%	26%	26%
	Public policy implementation					20%	17%					20%	17%
	Policy evaluation					23%	17%			43%	29%	33%	23%
	Communication			50%	50%	47%	50%	50%	50%	57%	57%	51%	52%
	Average	#DIV/0!	#DIV/0!	50%	50%	28%	27%	50%	50%	43%	38%	33%	29%
Planning	Problem solving			50%	25%	77%	83%	90%	80%	86%	79%	76%	67%
	Strategic thinking			50%	25%	53%	67%	80%	60%	93%	71%	69%	56%
	Action planning			0%	25%	53%	60%	80%	50%	64%	57%	49%	48%
	Average	#DIV/0!	#DIV/0!	33%	25%	61%	70%	83%	63%	81%	69%	65%	57%
Customer Service	Community consultation and engagement			50%	25%							50%	25%
	Public relations			75%	75%							75%	75%
	Sponsorships and donations			50%	33%							50%	33%
	Community complaints			75%	75%							75%	75%
	Employee communications			75%	50%							75%	50%
	Issues management and crisis communication			50%	50%							50%	50%
	Average	#DIV/0!	#DIV/0!	63%	51%	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	63%	51%
Marketing	Brand			75%	75%							75%	75%
	Integrated marketing communication			50%	50%							50%	50%
	Digital integration			50%	50%							50%	50%
	Product management			75%	75%							75%	75%
	Monitoring and measuring effectiveness			100%	0%							100%	0%
	Customer experience			75%	25%							75%	25%
	Partnership marketing			50%	25%							50%	25%
	Risk and reputation management			50%	25%							50%	25%
	Average	#DIV/0!	#DIV/0!	66%	41%	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	66%	41%

Additional Lines of Service Detail

Administration and Business Services

Line of Service	% of Time
Budget and Financial Management (budget/payroll/purchasing/scholarships)	4.1%
Contract Administration/Management	1.5%
External Customer Service (ALL)	2.7%
Internal Customer Service (within departments/ divisions)	2.6%
Grants	0.6%
Internal Administrative Support	0.8%
Marketing/Graphic Design/Social Media	0.4%
Meetings/Trainings/Misc.	8.3%
Windshield Time/Travel	9.3%
Personnel Management	5.5%
Special Projects	4.4%
Sponsorships and Advertisement Sales	0.0%
SUBTOTAL	40.0%

Operations and Maintenance

Line of Service	% of Time
Athletic Field Maintenance	0.3%
Cemeteries Maintenance	3.8%
Custodial Maintenance	3.4%
Equipment Maintenance	4.0%
General Parks and Grounds Maintenance	9.1%
Irrigation Maintenance	4.3%
Landscape Maintenance	2.5%
Playground Maintenance	2.9%
Trail Maintenance	1.7%
Urban Forestry (for the City)	6.7%
Urban Forestry (for Parks)	5.6%
Repair/Vandalism/Graffiti	5.8%
SUBTOTAL	50.1%

Parks Planning

Line of Service	% of Time
Site Specific Park Master Planning	1.0%
Construction Document Development	0.2%
Construction/Project Management	1.6%
SUBTOTAL	2.8%

Recreation Programming and Facility Management

Line of Service	% of Time
Facility Maintenance	3.1%
Program Management	1.4%
Rental/Reservations	0.6%
Special Event Support	0.9%
Volunteer Coordination	1.1%
SUBTOTAL	7.2%

Demographics and Trends Analysis

Introduction

Bloomington Parks and Recreation Department (BPRD) selected PROS Consulting to assist in completing a comprehensive Organizational Development Plan. The focus of this Plan is on organizational structure, functionality, capacity, and effectiveness as it relates to responsibility within the organization.

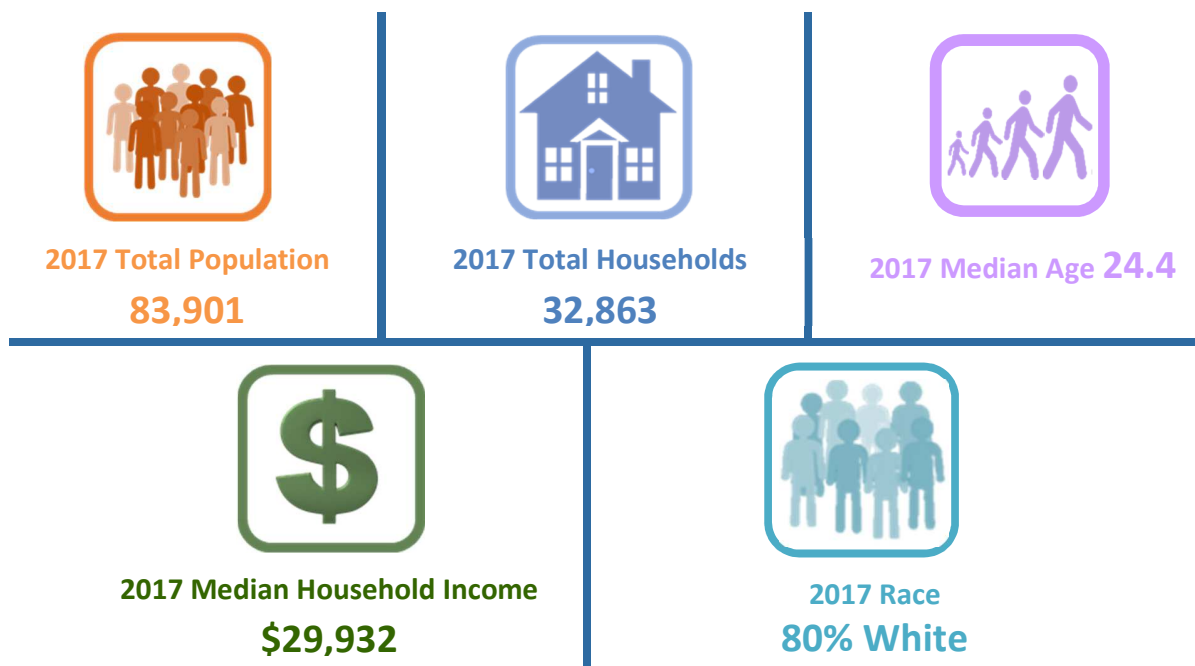
A key component of the Organizational Development Plan is a Demographics and Trends Analysis which helps provide a thorough understanding of the demographic makeup of residents within the City, as well as national, regional, and local recreational trends.



Demographic Analysis

The Demographic Analysis describes the population within Bloomington, Indiana. This analysis is reflective of the City's total population and its key characteristics such as gender, age segments, income levels, race, and ethnicity. It is important to note that future projections are based on historical patterns and unforeseen circumstances during or after the time of the analysis could have a significant bearing on the validity of the projected figures.

City Demographic Overview



Methodology

Demographic data used for the analysis was obtained from U.S. Census Bureau and from Environmental Systems Research Institute, Inc. (ESRI), the largest research and development organization dedicated to Geographical Information Systems (GIS) and specializing in population projections and market trends. All data was acquired in April 2018 and reflects actual numbers as reported in the 2010 Census as well as estimates for 2017 and 2022 as obtained by ESRI. Straight line linear regression was utilized for 2027 and 2032 projections. The City boundaries shown below were utilized for the demographic analysis. (See Figure 1)

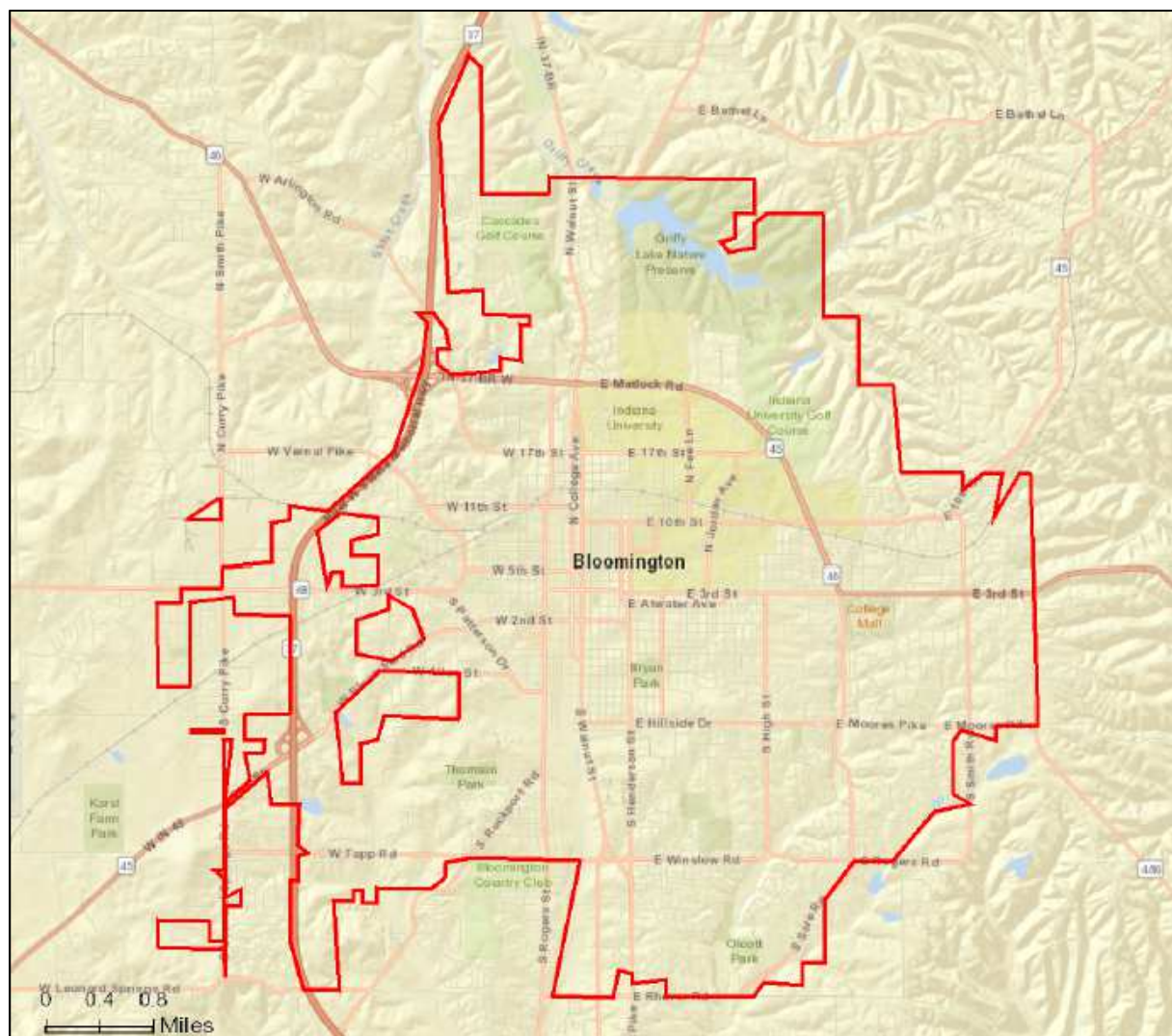


Figure 1: City Boundaries

RACE AND ETHNICITY DEFINITIONS

The minimum categories for data on race and ethnicity for Federal statistics, program administrative reporting, and civil rights compliance reporting are defined as below. The Census 2010 data on race are not directly comparable with data from the 2000 Census and earlier censuses; therefore, caution must be used when interpreting changes in the racial composition of the US population over time. The latest (Census 2010) definitions and nomenclature are used within this analysis.

- American Indian – This includes a person having origins in any of the original peoples of North and South America (including Central America), and who maintains tribal affiliation or community attachment
- Asian – This includes a person having origins in any of the original peoples of the Far East, Southeast Asia, or the Indian subcontinent including, for example, Cambodia, China, India, Japan, Korea, Malaysia, Pakistan, the Philippine Islands, Thailand, and Vietnam
- Black – This includes a person having origins in any of the black racial groups of Africa
- Native Hawaiian or Other Pacific Islander – This includes a person having origins in any of the original peoples of Hawaii, Guam, Samoa, or other Pacific Islands
- White – This includes a person having origins in any of the original peoples of Europe, the Middle East, or North Africa
- Hispanic or Latino – This is an ethnic distinction, a subset of a race as defined by the Federal Government; this includes a person of Mexican, Puerto Rican, Cuban, South or Central American, or other Spanish culture or origin, regardless of race

*Please Note: The Census Bureau defines Race as a person's self-identification with one or more of the following social groups: White, Black or African American, Asian, American Indian and Alaska Native, Native Hawaiian and Other Pacific Islander, some other race, or a combination of these. While Ethnicity is defined as whether a person is of Hispanic / Latino origin or not. **For this reason, the Hispanic / Latino ethnicity is viewed separate from race throughout this demographic analysis.***

City Populace

Population

The City's population experienced a moderate growing trend in recent years, increasing 4.30% from 2010 to 2017 (0.61% per year). This is slightly below the national annual growth rate of 0.87% (from 2010-2017). Similar to the population, the total number of households also experienced an increase in recent years (4.52% since 2010).

Currently, the population is estimated at 83,901 individuals living within 32,863 households. Projecting ahead, the total population and total number of households are both expected to continue growing over the next 15 years at a comparable rate as years past. Based on 2032 predictions, the City is expected to have 91,553 residents living within 36,183 households. (See Figures 2 & 3)

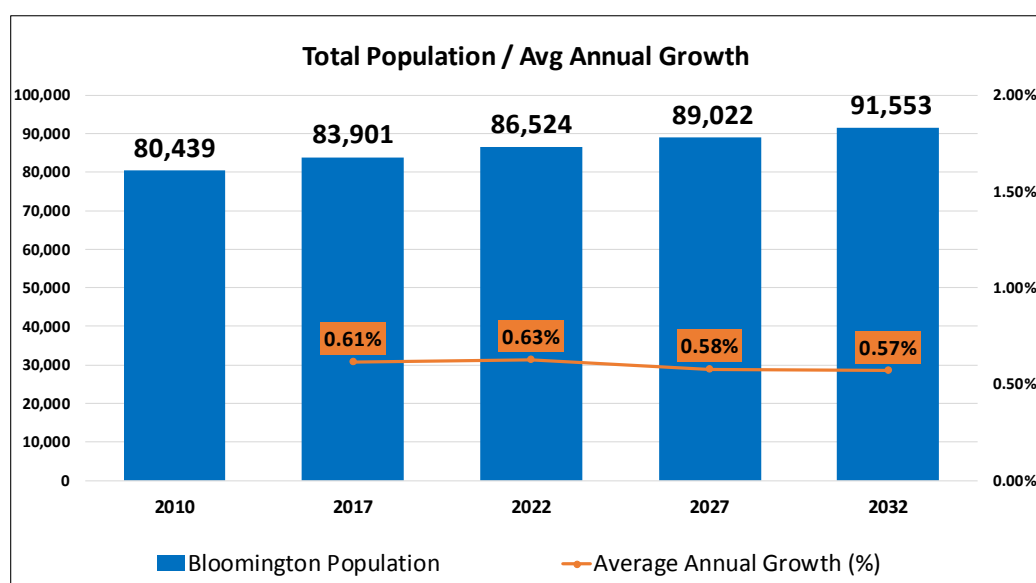


Figure 2: City's Total Population

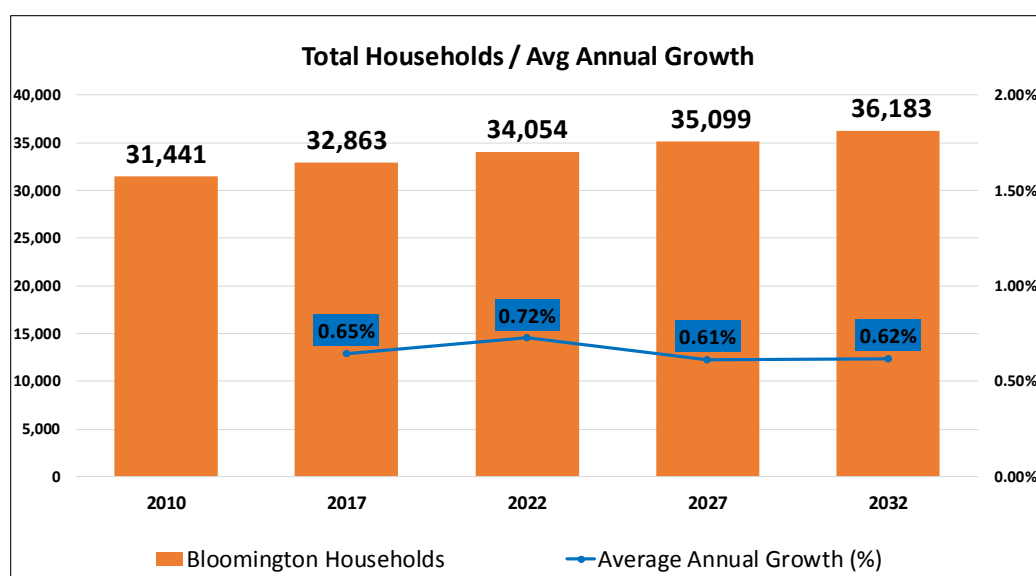


Figure 3: City's Total Number of Households

Age Segment

Evaluating the City by age segments, Bloomington exhibits an extremely young population, with the 18-24 age segment currently representing 43% of the total population. The median age (mid-point) of the service area is estimated to be 24.4 years old, which is significantly below the US median age of 38.2. This sort of discrepancy in age segment distribution is fairly typical for most college towns. With Indiana University located in the heart of Bloomington, it is expected for the 18-24 population to be significantly higher than the national average.

The overall composition of Bloomington's population is projected remain relatively unchanged over the next 15 years, most likely due to the fact that the City has a large student-based population that will always provide a constant age group (i.e., once students graduate, they tend to move away to begin their careers and are replaced by a new student population.) (See Figure 4).

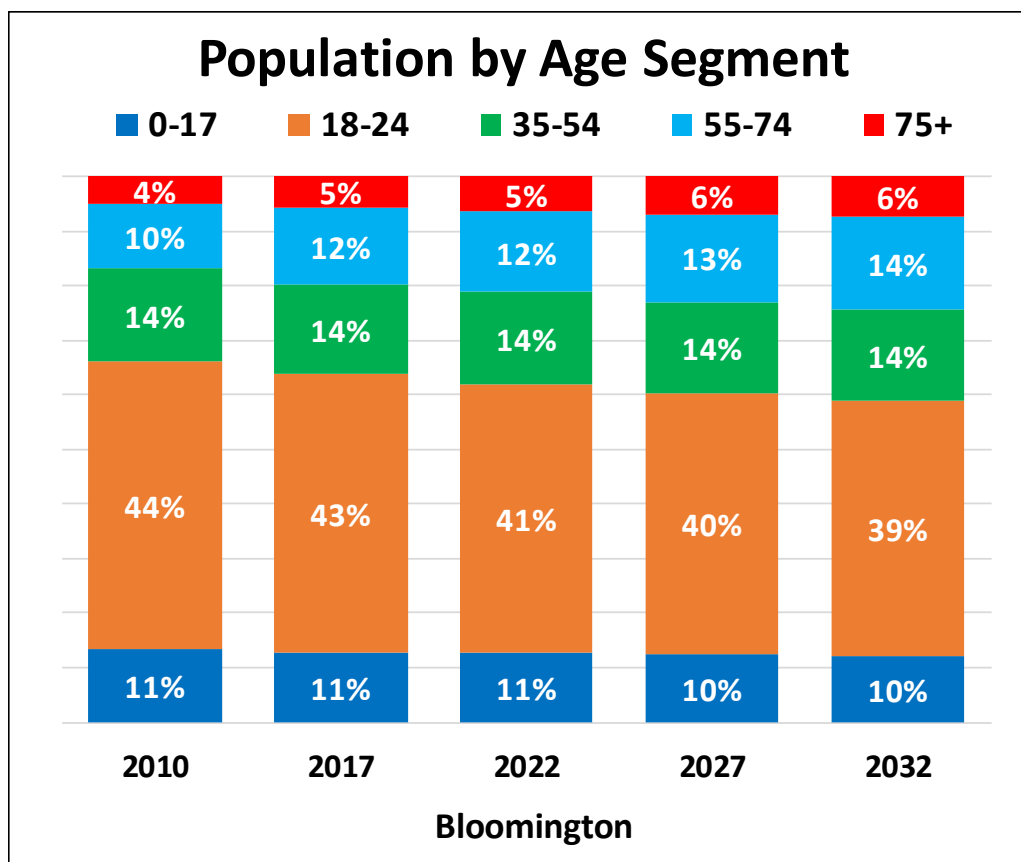


Figure 4: City's Population by Age Segments

Race

Analyzing race, the service area's current population is predominately White Alone. The 2017 estimate shows that 80% of the population falls into the White Alone category, while the Asian (11%) and Black Alone (5%) categories represent the largest minorities. The racial diversification of the City is slightly less diverse than the national population, which is approximately 70% White Alone, 13% Black Alone, and 7% Some Other Race. The predictions for 2032 expect the population continue to diversifying with the White Alone population is projected to decrease (-8%) while all other race categories experience slight increases. (Figure 5)

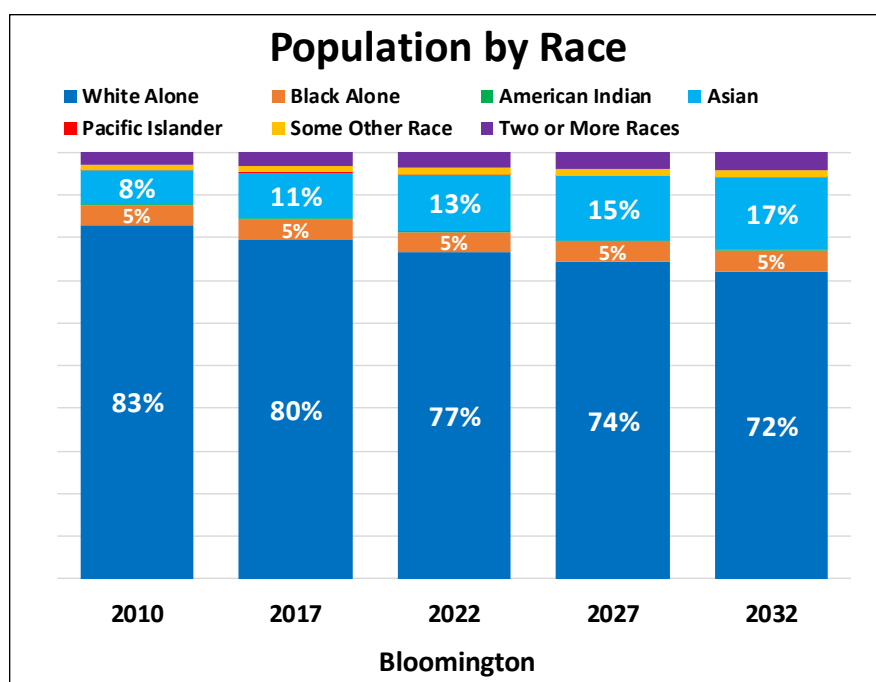


Figure 5: City's Population by Race

Ethnicity

The City's population was also assessed based on Hispanic/Latino ethnicity, which by the Census Bureau definition is viewed independently from race. It is important to note that individuals who are Hispanic / Latino in ethnicity can also identify with any of the racial categories from above. Based on the 2010 Census, those of Hispanic/Latino origin represent just above 4% of the service area's current population, which is significantly lower than the national average (18% Hispanic/Latino). The Hispanic/ Latino population is expected to grow slightly over the next 15 years, increasing to 6% of the City's total population by 2032. (Figure 6)

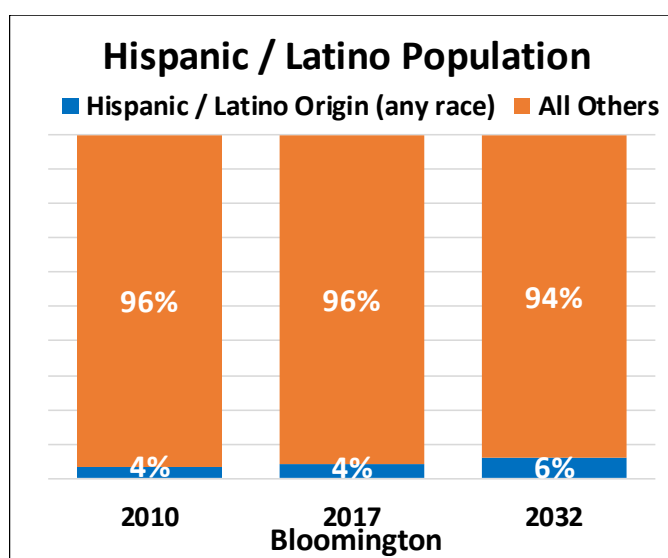


Figure 6: City's Population by Ethnicity

Household Income

The City's per capita income (\$21,467) and median household income (\$29,932) are both currently below the state (\$26,920 & \$51,204) and national averages (\$30,820 & \$56,124). This type of income discrepancy is rather typical in cities where a large percentage of the population are college students with limited earning capabilities.

However, as seen in **Figure 7**, both per capita income and median household income are expected to continue growing over the next 15 years.

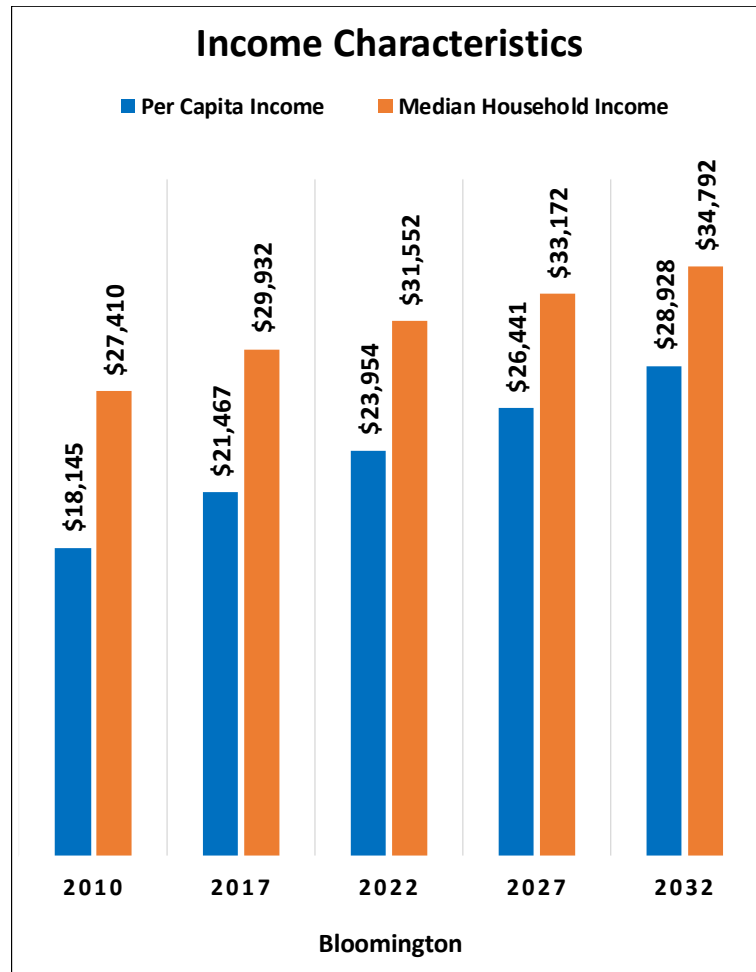


Figure 7: City's Income Characteristics

Gender

Bloomington currently has a slightly higher male population (51%) than female (49%). This is expected to remain unchanged over the next 15 years resulting, as shown in **Figure 8**.

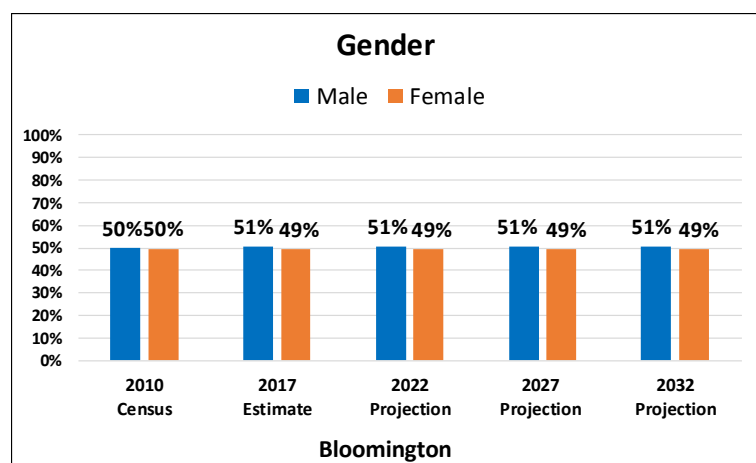


Figure 8: City's Gender Breakdown

City Demographic Comparative Summary

The table below is a summary of City's demographic figures. These figures are then compared to the state and U.S. populations. This type of analysis allows Bloomington to see how their population compares on a local and national scale. The highlighted cells represent key takeaways from the comparison between the City and the national population.

= Significantly higher than the National Average
 = Significantly lower than the National Average

2017 Demographic Comparison		Bloomington	Indiana	U.S.A.
Population	Annual Growth Rate (2010-2017)	0.61%	0.58%	0.87%
	Projected Annual Growth Rate (2017-2032)	0.61%	0.55%	0.83%
Households	Annual Growth Rate (2010-2017)	0.65%	0.54%	0.79%
	Average Household Size	2.10	2.53	2.59
Age Segment Distribution	Ages 0-17	11%	23%	22%
	Ages 18-24	43%	10%	10%
	Ages 25-34	16%	13%	14%
	Ages 35-54	14%	25%	26%
	Ages 55-74	10%	22%	22%
	Ages 75+	4%	6%	6%
Race Distribution	White Alone	79.5%	82.4%	70.2%
	Black Alone	4.6%	9.5%	12.8%
	American Indian	0.3%	0.3%	1.0%
	Asian	10.9%	2.3%	5.6%
	Pacific Islander	0.1%	0.0%	0.2%
	Some other Race	1.3%	3.1%	6.8%
	Two or More Races	3.3%	2.4%	3.4%
Hispanic/Latino Population	Hispanic / Latino Origin (any race)	4.3%	7.0%	18.1%
	All Others	95.7%	93.0%	81.9%
Income Characteristics	Per Capita Income	\$21,467	\$26,920	\$30,820
	Median Household Income	\$29,932	\$51,204	\$56,124

Figure 9: City Demographic Comparative Summary Table

Key Demographic Findings

- The City's **population annual growth rate** (0.61%) is slightly above the Indiana's (0.58%) but below the national growth rate (0.87%).
- Bloomington's **average household size** (2.10) is lower than both state (2.53) and U.S. (2.59) averages.
- When assessing **age segments**, the service area's 18-24 segment percentage is more than four times greater than the state and national percentages. Conversely, the 0-17, 35-54, and 55-74 age segment percentages are significantly below Indiana and U.S. averages.
- The City's **racial distribution** has a greater Asian population and slightly smaller Black Alone population when compared to state and national percentage distribution.
- Bloomington's percentage of **Hispanic/Latino population** (4.3%) is significantly lower than the national average (18.1%).
- The service area's **per capita income** (\$21,467) and **median house income** (\$29,932) are both significantly lower when compared to Indiana (\$26,920 & \$51,204) and the U.S. income characteristics (\$30,820 & \$56,124).



Market Profile

In addition to demographic characteristics, ESRI also provides a Market Profile which analysis key economic factors, including educational attainment, unemployment rate, and percent of population with disabilities.

Education

Based on the 2017 population, approximately 58.3% of Bloomington's residents (25+ years old) have attained a Bachelor's or Graduate Degree; which is well above the national average (30.3%). While an estimated 6.0% of the population never attained a high school diploma.

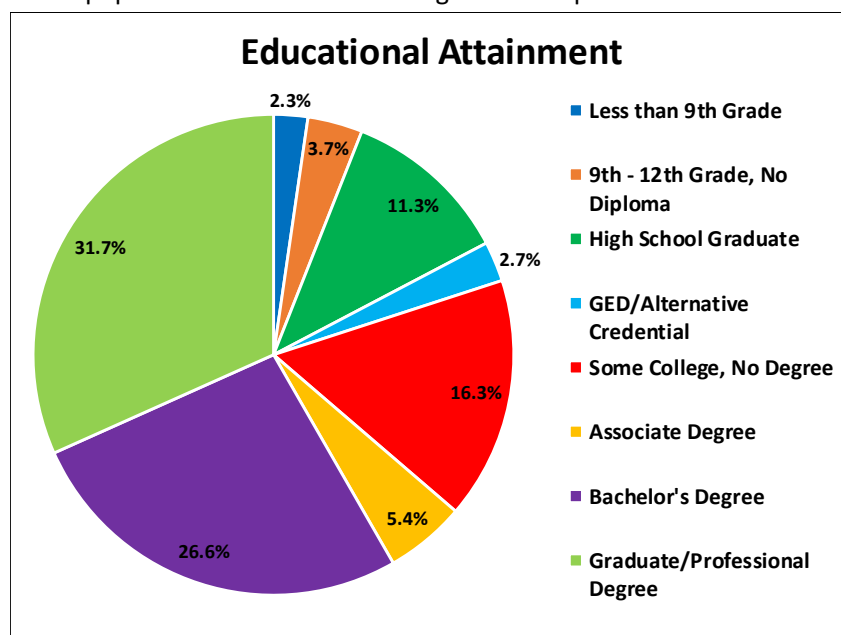


Figure 10: Educational Attainment

Unemployment

In assessing the civilian labor force (16+ years old), currently 94.5% of residents hold a full or part-time position, while the remaining 5.5% of the City's population are deem (civilian) unemployed.

Note: The unemployment rate excludes individuals who are currently in institutions such as prisons, mental hospitals, or nursing homes.

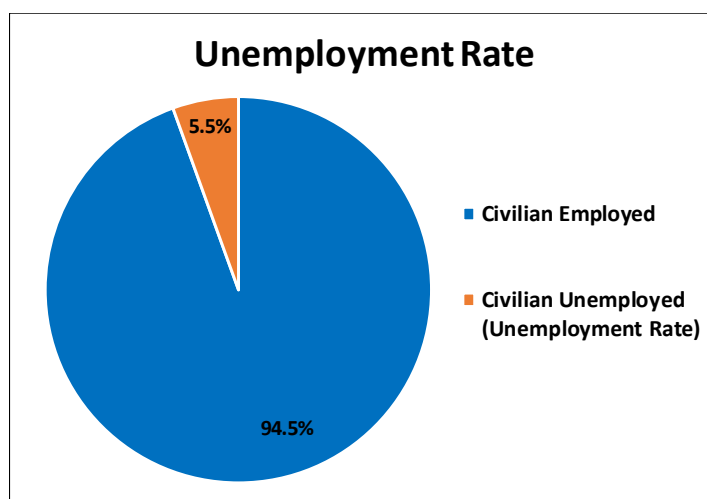


Figure 11: Unemployment Rate

Disability

Based on a four-year trend (2012-2016) the percentage of Bloomington's population that has been diagnosed with a disability has remained relatively unchanged. As expected, the 65+ population is at significantly greater risk of being diagnosed with a disability. Approximately 1/3 of all residents over the age of 64 has either a physical or mental disability.

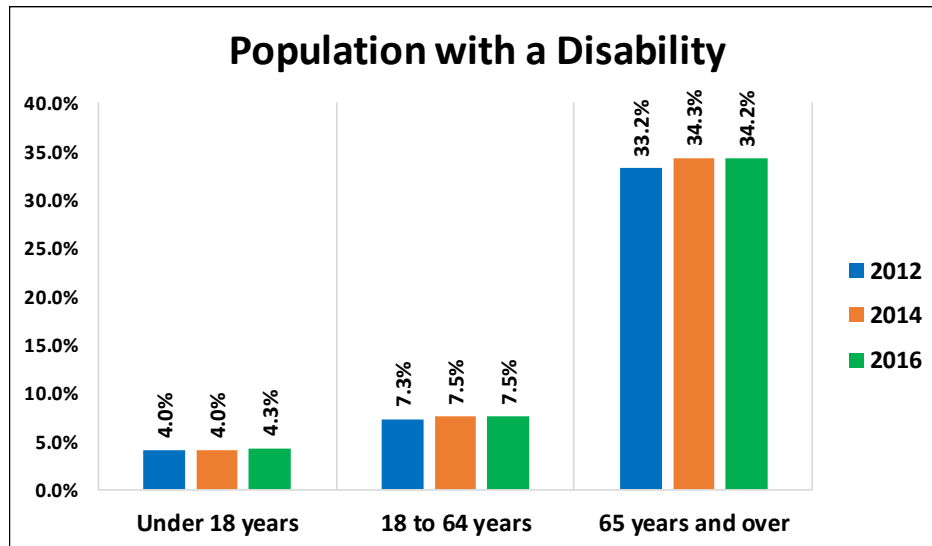


Figure 12: Percent of Bloomington's Population with a Disability

Recreation Trends Analysis

The Trends Analysis provides an understanding of national, regional, and local recreational trends. This analysis examines participation trends, activity levels, and programming trends. It is important to note that all trends are based on current and/or historical patterns and participation rates.

National Trends in Recreation

METHODOLOGY

The Sports & Fitness Industry Association's (SFIA) *Sports, Fitness & Recreational Activities Topline Participation Report 2018* was utilized in evaluating the following trends:

- National Trends in Sport and Fitness Participation
- Core vs. Casual Participation
- Activity by Generation



The study is based on findings from surveys carried out in 2017 and the beginning of 2018 by the Physical Activity Council, resulting in a total of 30,999 online interviews (individual and household surveys). A sample size of 30,999 completed interviews is considered by SFIA to result in a high degree of statistical accuracy. A sport with a participation rate of five percent has a confidence interval of +/- 0.27 percentage points at a 95% confidence interval. Using a weighting technique, survey results are applied to the total U.S. population figure of 298,325,103 people (ages six and older). The purpose of the report is to establish levels of activity and identify key participatory trends in recreation across the U.S.

Core vs. Casual Participation

In addition to overall participation rates, SFIA further categorizes active participants as either core or casual participants based on frequency. Core participants have higher participatory frequency than casual participants. The thresholds that define casual versus core participation may vary based on the nature of each individual activity. For instance, core participants engage in most fitness and recreational activities more than 50 times per year, while for sports, the threshold for core participation is typically 13 times per year. In a given activity, core participants are more committed and tend to be less likely to switch to other activities or become inactive (engage in no physical activity) than casual participants. This may also explain why activities with more core participants tend to experience less pattern shifts in participation rates than those with larger groups of casual participants.

In recent years, the percent of core participants has decreased in nearly every sport/activity as casual participation continues to become more common among today's generation. This is expected to be a result of several factors including time restraints, financial barriers, and the introduction of new activities. All of these factors are contributing to participants trying out new activities and casually participating in a wide variety of sports and recreation endeavors versus the former trend of dedicating all of one's time and finance to one (or two) activities.

Inactivity Rates / Activity Level Trends

SFIA also categorizes participation rates by intensity, dividing activity levels into five categories based on the caloric implication (i.e., high calorie burning, low/med calorie burning, or inactive) and the frequency of participation (i.e., 1-50 times, 50-150 times, or above) for a given activity. Participation rates are expressed as 'super active' or 'active to a healthy level' (high calorie burning, 151+ times), 'active' (high calorie burning, 50-150 times), 'casual' (high calorie burning, 1-50 times), 'low/med calorie burning', and 'inactive'. These participation rates are then assessed based on the total population trend over the last five years, as well as breaking down these rates by generation.

NATIONAL SPORT AND FITNESS PARTICIPATORY TRENDS

National Trends in general sports

The sports most heavily participated in the United States were Golf (23.8 million in 2016) and Basketball (23.4 million), which have participation figures well in excess of the other activities within the general sports category. The popularity of Golf and Basketball can be attributed to the ability to compete with relatively small number of participants. Even though Golf has experienced a recent decrease in participation, it still continues to benefit from its wide age segment appeal and is considered a life-long sport. Basketball's success can be attributed to the limited amount of equipment needed to participate and the limited space requirements necessary, which make basketball the only traditional sport that can be played at the majority of American dwellings as a drive-way pickup game.



Since 2012, Rugby and other niche sports, like Boxing, Lacrosse, and Roller Hockey have seen strong growth. Rugby has emerged as the overall fastest growing sport, as it has seen participation levels rise by 82.8% over the last five years. Based on the five-year trend, Boxing for Competition (42.6%), Lacrosse (35.1%), and Roller Hockey (34.2%) have also experienced significant growth. In the most recent year, the fastest growing sports were Boxing for Competition (13.1%) and Pickleball (11.3%).

During the last five years, the sports that are most rapidly declining include Ultimate Frisbee (-39.1%), Touch Football (-22.8%), Tackle Football (-16.0%), and Racquetball (-13.4%). For the most recent year, Ultimate Frisbee (-14.9%), Badminton (-12.6%), Gymnastics (-10.7%), and Volleyball-Sand/Beach (-9.9%) experienced the largest declines.

In general, the most recent year shares a similar pattern with the five-year trends. This suggests that the increasing participation rates in certain activities have yet to peak in sports like Rugby, Lacrosse, Field Hockey, and Competitive Boxing. However, some sports that increased rapidly over the past five years have experienced recent decreases in participation, including Squash, Ice Hockey, Roller Hockey and Volleyball-Sand/Beach. The reversal of the five-year trends in these sports may be due to a relatively low user base (ranging from 1-5 million) and could suggest that participation in these activities may have peaked.

Core vs. Casual Trends in general sports

The most popular sports, such as Basketball and Baseball, have a larger core participant base (engaged 13+ times annually) than casual participant base (engaged at least 1 time annually). Less mainstream, less organized sports such as Ultimate Frisbee, Roller Hockey, Squash, and Boxing for Competition have larger casual participation. Although these sports increased in participation over the last five years, the newcomers were mostly casual participants that may be more inclined to switch to other sports or fitness activities, resulting in the declining one-year trends.

National Participatory Trends - General Sports					
Activity	Participation Levels			% Change	
	2012	2016	2017	5-Year Trend	1-Year Trend
Golf * (2011, 2015, and 2016 data)	25,682	24,120	23,815	-7.3%	-1.3%
Basketball	23,708	22,343	23,401	-1.3%	4.7%
Tennis	17,020	18,079	17,683	3.9%	-2.2%
Baseball	12,976	14,760	15,642	20.5%	6.0%
Soccer (Outdoor)	12,944	11,932	11,924	-7.9%	-0.1%
Softball (Slow Pitch)	7,411	7,690	7,283	-1.7%	-5.3%
Football, Flag	5,865	6,173	6,551	11.7%	6.1%
Badminton	7,278	7,354	6,430	-11.7%	-12.6%
Volleyball (Court)	6,384	6,216	6,317	-1.0%	1.6%
Football, Touch	7,295	5,686	5,629	-22.8%	-1.0%
Soccer (Indoor)	4,617	5,117	5,399	16.9%	5.5%
Football, Tackle	6,220	5,481	5,224	-16.0%	-4.7%
Volleyball (Sand/Beach)	4,505	5,489	4,947	9.8%	-9.9%
Gymnastics	5,115	5,381	4,805	-6.1%	-10.7%
Track and Field	4,257	4,116	4,161	-2.3%	1.1%
Cheerleading	3,244	4,029	3,816	17.6%	-5.3%
Racquetball	4,070	3,579	3,526	-13.4%	-1.5%
Pickleball	N/A	2,815	3,132	N/A	11.3%
Ultimate Frisbee	5,131	3,673	3,126	-39.1%	-14.9%
Ice Hockey	2,363	2,697	2,544	7.7%	-5.7%
Softball (Fast Pitch)	2,624	2,467	2,309	-12.0%	-6.4%
Lacrosse	1,607	2,090	2,171	35.1%	3.9%
Wrestling	1,922	1,922	1,896	-1.4%	-1.4%
Roller Hockey	1,367	1,929	1,834	34.2%	-4.9%
Rugby	887	1,550	1,621	82.8%	4.6%
Field Hockey	1,237	1,512	1,596	29.0%	5.6%
Squash	1,290	1,549	1,492	15.7%	-3.7%
Boxing for Competition	959	1,210	1,368	42.6%	13.1%
NOTE: Participation figures are in 000's for the US population ages 6 and over					
Legend:	Large Increase (greater than 25%)	Moderate Increase (0% to 25%)	Moderate Decrease (0% to -25%)	Large Decrease (less than -25%)	

*2017 information not available for **Golf**. Information to be released by National Golf Foundation. Participation figures above reflect 2011, 2015, and 2016 data.

Figure 13: General Sports Participatory Trends

National trends in general fitness

Overall, national participatory trends in fitness have experienced strong growth in recent years. Many of these activities have become popular due to an increased interest among Americans to improve their health and enhance quality of life by engaging in an active lifestyle. These activities also have very few barriers to entry, which provides a variety of options that are relatively inexpensive to participate in and can be performed by most individuals.

The most popular fitness activity, by far, is Fitness Walking, which had about 110.8 million participants in 2017, increasing 2.7% from the previous year. Other leading fitness activities based on total number of participants include Treadmill (52.9 million), Free Weights (52.2 million), Running/Jogging (50.7 million), Weight/Resistance Machines (36.2 million), and Stationary Cycling (36.0 million).



Over the last five years, the activities growing most rapidly are Non-Traditional / Off-Road Triathlons (74.7%), Trail Running (57.6%), and Aerobics (32.7%). Over the same time frame, the activities that have undergone the most decline include: Boot Camps Style Cross Training (-11.3%), Stretching (-7.5%), and Weight/Resistance Machines (-6.9%).

In the last year, activities with the largest gains in participation were Triathlon Non-Traditional/Off Road (10.1%), Running/Jogging (7.1%), and Trail Running (6.6%). From 2016-2017, the activities that had the most decline in participation were Traditional/Road Triathlon (-8.9%), Cardio Kickboxing (-3.0%), and Calisthenics/Bodyweight Exercise (-2.6%).

Core vs. Casual trends in general fitness

It should be noted that many of the activities that are rapidly growing have a relatively low user base, which allows for more drastic shifts in terms of percentage, especially for five-year trends. Increasing casual participants may also explain the rapid growth in some activities. For instance, core/casual participation trends showed that over the last five years, casual participants increased drastically in Non-Traditional/ Off Road (119.6%) and Tai Chi (26.9%), while the core participant base of both activities experienced significantly less growth.

National Participatory Trends - General Fitness					
Activity	Participation Levels			% Change	
	2012	2016	2017	5-Year Trend	1-Year Trend
Fitness Walking	114,029	107,895	110,805	-2.8%	2.7%
Treadmill	50,839	51,872	52,966	4.2%	2.1%
Free Weights (Dumbbells/Hand Weights)	N/A	51,513	52,217	N/A	1.4%
Running/Jogging	51,450	47,384	50,770	-1.3%	7.1%
Weight/Resistant Machines	38,999	35,768	36,291	-6.9%	1.5%
Stationary Cycling (Recumbent/Upright)	35,987	36,118	36,035	0.1%	-0.2%
Stretching	35,873	33,771	33,195	-7.5%	-1.7%
Elliptical Motion Trainer*	28,560	32,218	32,283	13.0%	0.2%
Free Weights (Barbells)	26,688	26,473	27,444	2.8%	3.7%
Yoga	23,253	26,268	27,354	17.6%	4.1%
Calisthenics/Bodyweight Exercise	N/A	25,110	24,454	N/A	-2.6%
Choreographed Exercise	N/A	21,839	22,616	N/A	3.6%
Aerobics (High Impact)	16,178	21,390	21,476	32.7%	0.4%
Stair Climbing Machine	12,979	15,079	14,948	15.2%	-0.9%
Cross-Training Style Workout	N/A	12,914	13,622	N/A	5.5%
Stationary Cycling (Group)	8,477	8,937	9,409	11.0%	5.3%
Trail Running	5,806	8,582	9,149	57.6%	6.6%
Pilates Training	8,519	8,893	9,047	6.2%	1.7%
Cardio Kickboxing	6,725	6,899	6,693	-0.5%	-3.0%
Boot Camp Style Cross-Training	7,496	6,583	6,651	-11.3%	1.0%
Martial Arts	5,075	5,745	5,838	15.0%	1.6%
Boxing for Fitness	4,831	5,175	5,157	6.7%	-0.3%
Tai Chi	3,203	3,706	3,787	18.2%	2.2%
Barre	N/A	3,329	3,436	N/A	3.2%
Triathlon (Traditional/Road)	1,789	2,374	2,162	20.8%	-8.9%
Triathlon (Non-Traditional/Off Road)	1,075	1,705	1,878	74.7%	10.1%
NOTE: Participation figures are in 000's for the US population ages 6 and over					
Legend: <div>Large Increase (greater than 25%)</div> <div>Moderate Increase (0% to 25%)</div> <div>Moderate Decrease (0% to -25%)</div> <div>Large Decrease (less than -25%)</div>					

*Cardio Cross Trainer is merged to Elliptical Motion Trainer

Figure 14: General Fitness National Participatory Trends

National Trends in Outdoor Recreation

Results from the SFIA report demonstrate a contrast of growth and decline in participation regarding outdoor / adventure recreation activities. Much like the general fitness activities, these activities encourage an active lifestyle, can be performed individually or within a group, and are not as limited by time constraints.

In 2017, the most popular activities, in terms of total participants, from the outdoor / adventure recreation category include: Day Hiking (44.9 million), Road Bicycling (38.8 million), Freshwater Fishing (38.3 million), and Camping within ¼ mile of Vehicle/Home (26.2 million).



From 2012-2017, BMX Bicycling (83.4%), Adventure Racing (56.3%), Backpacking Overnight (38.3%), and Day Hiking (30.1%) have undergone the largest increases in participation. Similarly, in the last year, activities growing most rapidly include: BMX Bicycling (10.0%), Backpacking Overnight (8.1%), and Day Hiking (6.6%).

The five-year trend shows activities declining most rapidly were In-Line Roller Skating (-20.7%), Camping within ¼ mile of Home/Vehicle (-16.5%), and Birdwatching (-9.2%). More recently, activities experiencing the largest declines were Adventure Racing (-15.7%), Traditional Climbing (-9.4%), and In-Line Roller Skating (-2.1%).

Core vs. Casual Trends in Outdoor Recreation

National participation trends for outdoor activities is on the rise; however, In-Line Roller Skating and Freshwater Fishing only experienced increases in *casual* participation over the last five years. Any decline in participation over the last five years was mainly ascribed to decreases in core participants for activities such as In-Line Roller Skating (-32.6%), Skateboarding (-10.7%), Road Bicycling (-10.4%), Camping Recreational Vehicle (-10.0%), and Archery (-3.2%).

National Participatory Trends - Outdoor / Adventure Recreation					
Activity	Participation Levels			% Change	
	2012	2016	2017	5-Year Trend	1-Year Trend
Hiking (Day)	34,519	42,128	44,900	30.1%	6.6%
Bicycling (Road)	39,790	38,365	38,866	-2.3%	1.3%
Fishing (Freshwater)	39,002	38,121	38,346	-1.7%	0.6%
Camping (< 1/4 Mile of Vehicle/Home)	31,454	26,467	26,262	-16.5%	-0.8%
Camping (Recreational Vehicle)	15,903	15,855	16,159	1.6%	1.9%
Fishing (Saltwater)	12,000	12,266	13,062	8.9%	6.5%
Birdwatching (>1/4 mile of Vehicle/Home)	13,535	11,589	12,296	-9.2%	6.1%
Backpacking Overnight	7,933	10,151	10,975	38.3%	8.1%
Bicycling (Mountain)	7,265	8,615	8,609	18.5%	-0.1%
Archery	7,173	7,903	7,769	8.3%	-1.7%
Fishing (Fly)	5,848	6,456	6,791	16.1%	5.2%
Skateboarding	6,227	6,442	6,382	2.5%	-0.9%
Roller Skating, In-Line	6,647	5,381	5,268	-20.7%	-2.1%
Bicycling (BMX)	1,861	3,104	3,413	83.4%	10.0%
Adventure Racing	1,618	2,999	2,529	56.3%	-15.7%
Climbing (Traditional/Ice/Mountaineering)	2,189	2,790	2,527	15.4%	-9.4%
NOTE: Participation figures are in 000's for the US population ages 6 and over					
Legend:		Large Increase (greater than 25%)	Moderate Increase (0% to 25%)	Moderate Decrease (0% to -25%)	Large Decrease (less than -25%)

Figure 15: Outdoor / Adventure Recreation Participatory Trends

National Trends in Aquatic Activity

Swimming is unquestionably a lifetime sport, which is most likely why it has experienced such strong participation growth among the American population. In 2017, Fitness Swimming is the absolute leader in overall participation (27.1 million) for aquatic activities, due in large part to its broad, multigenerational appeal. In the most recent year, Fitness Swimming reported the strongest growth (2.0%) among aquatic activities, while Aquatic Exercise and Competitive Swimming experienced decreases in participation.



Aquatic Exercise has had a strong participation base of 10.4 million, however it also has recently experienced a slight decrease in participants (-1.1%). Based on previous trends, this activity could rebound in terms of participation due largely to ongoing research that demonstrates the activity's great therapeutic benefit coupled with increased life expectancies and a booming senior population. Aquatic Exercise has paved the way as a less stressful form of physical activity, while allowing similar benefits as land-based exercises, such as aerobic fitness, resistance training, flexibility, and balance. Doctors are still recommending Aquatic Exercise for injury rehabilitation, mature patients, and patients with bone or joint problems. Compared to a standard workout, Aquatic Exercise can significantly reduce stress placed on weight-bearing joints, bones, and muscles, while also reducing swelling.

National Participatory Trends - Aquatics					
Activity	Participation Levels			% Change	
	2012	2016	2017	5-Year Trend	1-Year Trend
Swimming (Fitness)	23,216	26,601	27,135	16.9%	2.0%
Aquatic Exercise	9,177	10,575	10,459	14.0%	-1.1%
Swimming (Competition)	2,502	3,369	3,007	20.2%	-10.7%
NOTE: Participation figures are in 000's for the US population ages 6 and over					
Legend:	Large Increase (greater than 25%)	Moderate Increase (0% to 25%)	Moderate Decrease (0% to -25%)	Large Decrease (less than -25%)	

Figure 16: Aquatic Participatory Trends

Core vs. Casual Trends in Aquatic Activity

While all activities have undergone increases in participation over the last five years, most recently, casual participation (1-49 times) is increasing much more rapidly than core participation (50+ times). For the five-year timeframe, casual participants of Competition Swimming increased by 56.2%, Aquatic Exercise by 24.8%, and Fitness Swimming by 21.0%. However, core participants of Competition Swimming decreased by -6.5% and Aquatic Exercise declined by -4.6% (from 2012 to 2017).

National Trends in Water Sports / Activities

The most popular water sports / activities based on total participants in 2017 were Recreational Kayaking (10.5 million), Canoeing (9.2 million), and Snorkeling (8.3 million). It should be noted that water activity participation tends to vary based on regional, seasonal, and environmental factors. A region with more water access and a warmer climate is more likely to have a higher participation rate in water activities than a region that has long winter seasons or limited water access. Therefore, when assessing trends in water sports and activities, it is important to understand that fluctuations may be the result of environmental barriers which can greatly influence water activity participation.

Over the last five years, Stand-Up Paddling (138.9%) was by far the fastest growing water activity, followed by White Water Kayaking (33.1%), Recreational Kayaking (28.7%), and Sea/Tour Kayaking (20.8%). Although the five-year trends show water sport activities are getting more popular, the most recent year shows a different trend. From 2016-2017 Stand-Up Paddling Recreational Kayaking reflect much slower increases in participation (3.3% and 5.2%), while White Water Kayaking (-2.0%), Sea/Tour Kayaking (-5.4%) both show decreases in participation numbers.

From 2012-2017, activities declining most rapidly were Jet Skiing (-22.6%), Water Skiing (-19.4%), and Wakeboarding (-10.8%). In the most recent year, activities experiencing the greatest declines in participation included: Boardsailing/Windsurfing (-9.4%), Canoeing (-8.2%), and Scuba Diving (-7.6%).

National Participatory Trends - Water Sports / Activities					
Activity	Participation Levels			% Change	
	2012	2016	2017	5-Year Trend	1-Year Trend
Kayaking (Recreational)	8,187	10,017	10,533	28.7%	5.2%
Canoeing	9,813	10,046	9,220	-6.0%	-8.2%
Snorkeling	8,664	8,717	8,384	-3.2%	-3.8%
Jet Skiing	6,996	5,783	5,418	-22.6%	-6.3%
Sailing	3,841	4,095	3,974	3.5%	-3.0%
Water Skiing	4,434	3,700	3,572	-19.4%	-3.5%
Rafting	3,756	3,428	3,479	-7.4%	1.5%
Stand-Up Paddling	1,392	3,220	3,325	138.9%	3.3%
Wakeboarding	3,368	2,912	3,005	-10.8%	3.2%
Kayaking (Sea/Touring)	2,446	3,124	2,955	20.8%	-5.4%
Scuba Diving	2,781	3,111	2,874	3.3%	-7.6%
Surfing	2,545	2,793	2,680	5.3%	-4.0%
Kayaking (White Water)	1,878	2,552	2,500	33.1%	-2.0%
Boardsailing/Windsurfing	1,372	1,737	1,573	14.7%	-9.4%
NOTE: Participation figures are in 000's for the US population ages 6 and over					
Legend:	Large Increase (greater than 25%)	Moderate Increase (0% to 25%)	Moderate Decrease (0% to -25%)	Large Decrease (less than -25%)	

Figure 17: Water Sports / Activities Participatory Trends

Core vs. Casual Trends in Water Sports / Activities

As mentioned previously, regional, seasonal, and environmental limiting factors may influence the participation rate of water sport and activities. These factors may also explain why all water-based activities have more casual participants than core participants, since frequencies of activities may be constrained by uncontrollable factors.

Activity by Generation

Analyzing participation by age for recreational activities reveals that fitness and outdoor sports were the most common activities across all generations. Breaking down activity level by generation shows a converse correlation between age and healthy activity rates.

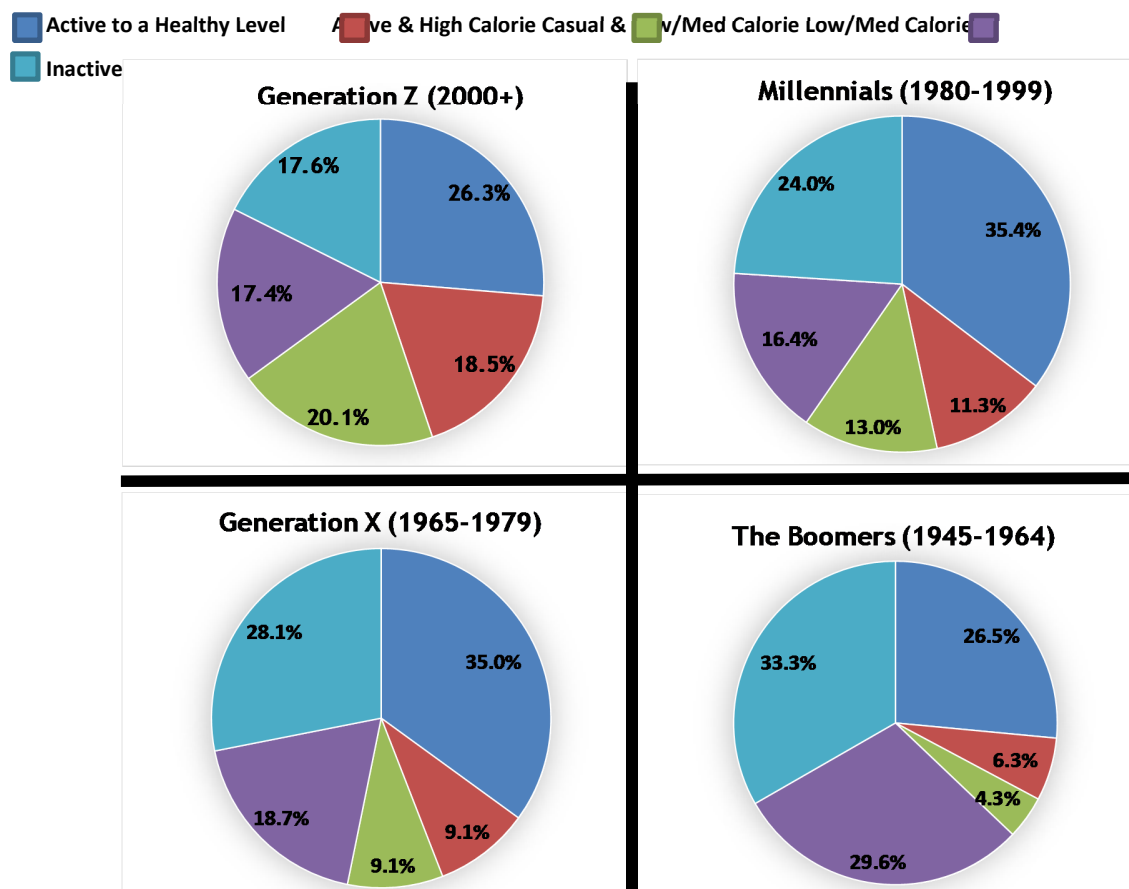
Generation Z (born 2000+) were the most active, with only 17.6% identifying as inactive. Approximately 65% of individuals within this generation were active in 2017; with 26.3% being active to a healthy level, 18.5% being active & high calorie, and 20.1% being casual active & low/med calorie.

Almost half (46.7%) of **millennials (born 1980-1999)** were active to a healthy level (35.4%) or active & high calorie (11.3%), while 24.0% claimed they were inactive. Even though this inactive rate is much higher than Generation Z's (17.6%), it is still below the national inactive rate (28%).

Generation X (born 1965-1979) has the second highest active to a healthy level rate (35.0%) among all generations, only being 0.4% less than Millennials. At the same time, they also have the second highest inactive rate, with 28.1% not active at all.

The Boomers (born 1945-1964) were the least active generation, with an inactive rate of 33.3%. This age group tends to participate in less intensive activities. Approximately 34% claimed to engage in casual & low/med calorie (4.3%) or low/med calorie (29.6%) burning activities.

2017 Participation Rates by Generation US population, Ages 6+



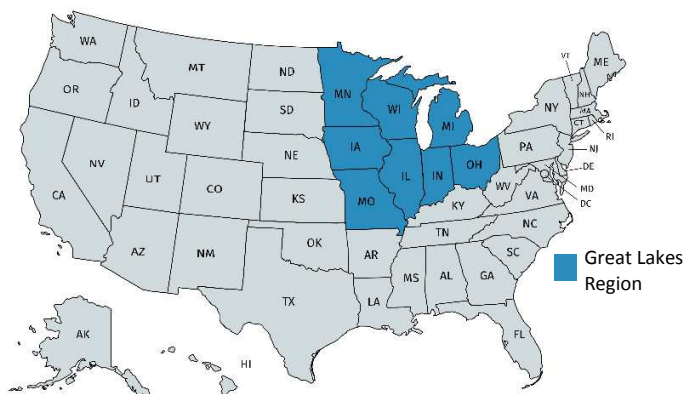
*Times per year: Casual (1-50), Active (51-150), Active to Healthy Level (151+)

National and Regional Programming Trends

Programs offered by Park and Recreation Agencies (Great Lakes Region)

NRPA's *Agency Performance Review 2018* summarize key findings from NRPA Park Metrics, which is a benchmark tool that compares the management and planning of operating resources and capital facilities of park and recreation agencies. The report contains data from 1,069 park and recreation agencies across the U.S. as reported between 2015 and 2017.

The report shows that the typical agencies (i.e., those at the median values) offer 161 programs annually, with roughly 60% of those programs being fee-based activities/events.



According to the information reported to the NRPA, the top five programming activities most frequently offered by park and recreation agencies, both in the U.S. and regionally, are described in the table below (**Figure 18**). A complete comparison of regional and national programs offered by agencies can be found in **Figure 19**.

When comparing Great Lakes agencies to the U.S. average, team sports, themed special events, fitness enhancement classes, and health and wellness education were all identified as top five most commonly provided program areas offered regionally and nationally.

Top 5 Most Offered Core Program Areas (Offered by Parks and Recreation Agencies)	
U.S. (% of agencies offering)	Great Lakes Region (% of agencies offering)
• Team sports (86%)	• Themed special events (84%)
• Themed special events (84%)	• Team sports (81%)
• Social recreation events (81%)	• Social recreation events (81%)
• Fitness enhancement classes (78%)	• Health and wellness education (78%)
• Health and wellness education (78%)	• Fitness enhancement classes 76%

Figure 18: Top 5 Core Program Areas

In general, Great Lakes park and recreation agencies offered programs at a very similar rate as the national average. However, based on a discrepancy threshold of 5% or more, Great Lakes agencies are offering natural and cultural history activities at a higher rate than the national average. Contradictory, the Great Lakes Region is trailing the national average in regards to team sports.

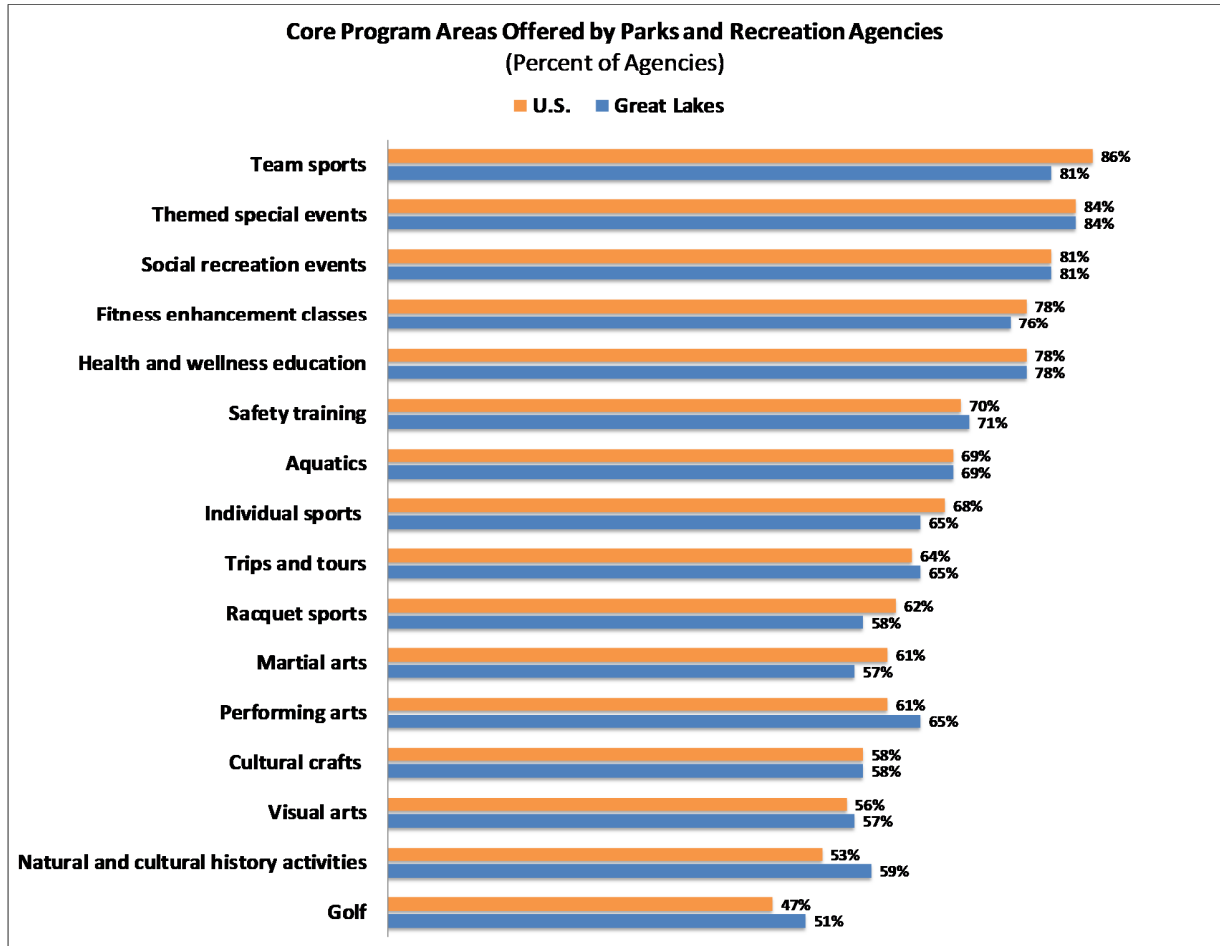


Figure 19: Programs Offered by Parks and Recreation Agency

Targeted Programs for Children, Seniors, and People with Disabilities

For better understanding of targeted programs by age segment, the NRPA also tracks program offerings that cater specifically to children, seniors, and people with disabilities, on a national and regional basis. This allows for further analysis of these commonly targeted populations. According to the 2018 NRPA Agency Performance Review, approximately 79% of agencies offer dedicated senior programming, while 62% of park and recreation agencies provide adaptive programming for individuals with disabilities.

Based on information reported to the NRPA, the top three activities that target children, seniors, and/or people with disabilities most frequently offered by park and recreation agencies are described in the table below (**Figure 20**). A complete comparison of regional and national programs offered by agencies can be found in **Figure 21**.

Top 3 Most Offered Core Program Areas (Targeting Children, Seniors, and/or People with Disabilities)	
U.S. (% of agencies offering)	Great Lakes Region (% of agencies offering)
• Summer camp (84%)	• Summer camp (84%)
• Senior programs (79%)	• Senior programs 79%)
• Teen programs (63%)	• Teen programs (63%)

Figure 20: Top 3 Core Target Program Areas

Agencies in the Great Lakes tend to offer targeted programs at an almost identical rate as the national average. The only significant discrepancy is when it comes to preschool and before school program, which the Great Lakes Region offers at a higher rate than the national average.

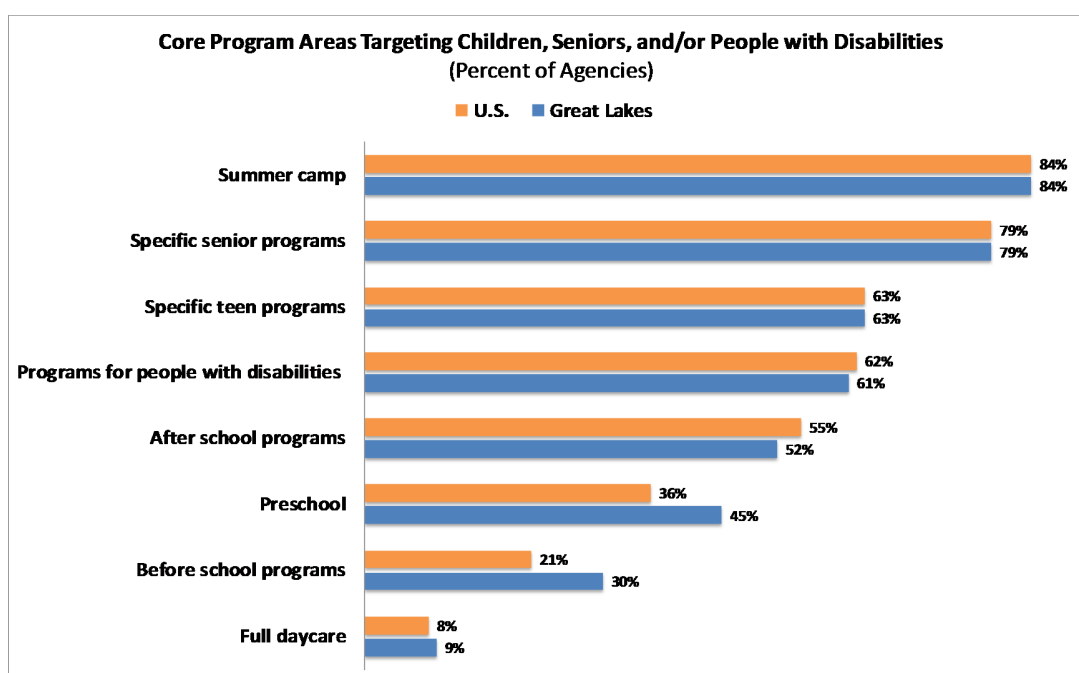


Figure 21: Targeted Programs for Children, Seniors, and People with Disabilities

Local Sport and Leisure Market Potential

Market Potential Index (MPI)

The following charts show sport and leisure market potential data for the City's service area, as provided by ESRI. A Market Potential Index (MPI) measures the probable demand for a product or service within the City. The MPI shows the likelihood that an adult resident of the target area will participate in certain activities when compared to the U.S. national average. The national average is 100; therefore, numbers below 100 would represent lower than average participation rates, and numbers above 100 would represent higher than average participation rates. The service area is compared to the national average in four (4) categories – general sports, fitness, outdoor activity, and commercial recreation.

Overall, the City demonstrates extremely high market potential index (MPI) numbers; this is particularly noticeable when analyzing activities such as rock climbing, backpacking, and Pilates. All of which have an MPI score well in excess of 200+. A large majority of the remaining activities also have high MPI numbers, well above the national average, with only Zumba and fishing (fresh & salt water) scoring below 100 (excluding commercial recreation).

These overall high MPI scores show that Bloomington residents are very active and have a rather strong participation presence when it comes to recreational activities. This becomes significant when the City considers starting up new programs or building new facilities, giving them a strong tool to estimate resident attendance and participation.

As seen in the charts below, the following sport and leisure trends are most prevalent for residents within the City. The activities are listed in descending order, from highest to lowest MPI score. High index numbers (100+) are significant because they demonstrate that there is a greater potential that residents within the service area will actively participate in offerings provided by Bloomington Parks and Recreation Department.

General Sports Market Potential

When analyzing the general sports MPI chart, basketball (182 MPI), soccer (177 MPI), and football (160 MPI) are the most popular activities amongst City residents when compared to the national average.

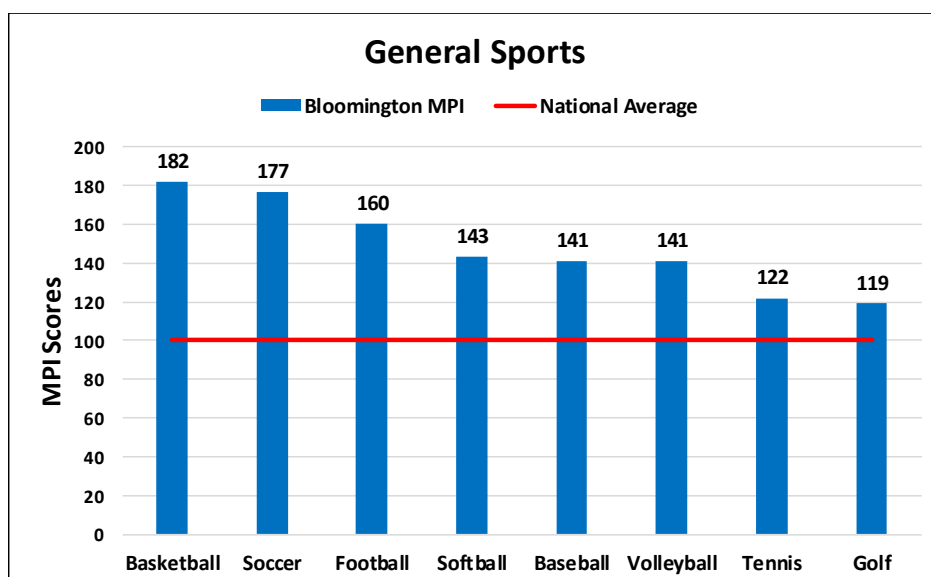


Figure 22: General Sports Participation Trends

Fitness Market Potential

The fitness MPI chart shows Pilates (225 MPI), jogging/running (185 MPI), and yoga (155 MPI) as the most popular activities amongst Bloomington residents when compared to the national average.

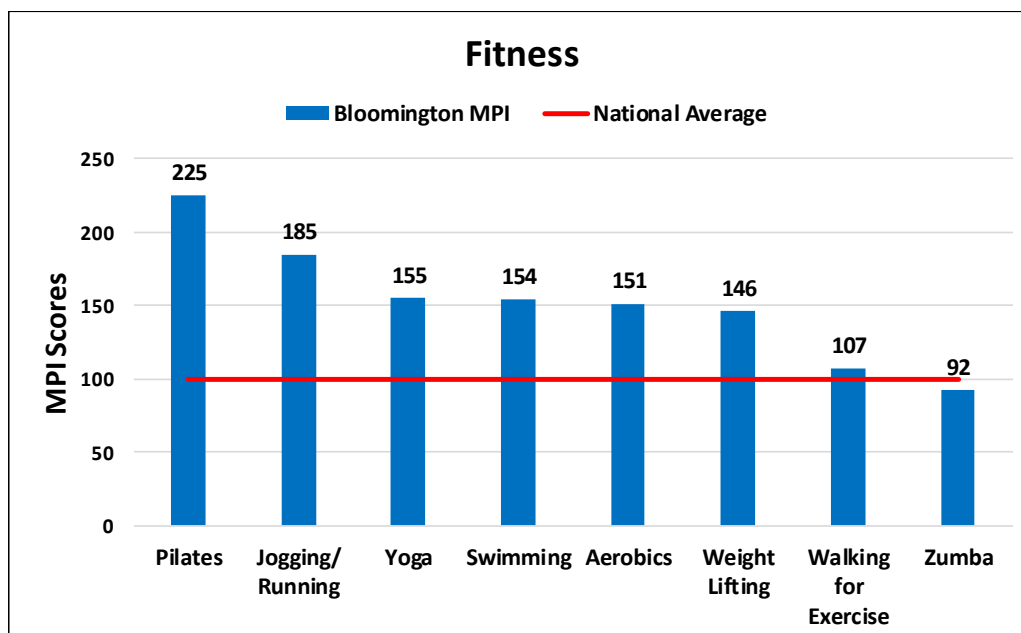


Figure 23: Fitness Participation Trends

Outdoor Activity Market Potential

When analyzing the outdoor activity MPI chart, rock climbing (314 MPI), backpacking (232 MPI), and canoeing/kayaking (164 MPI) are the most popular activities amongst City residents when compared to the national average.

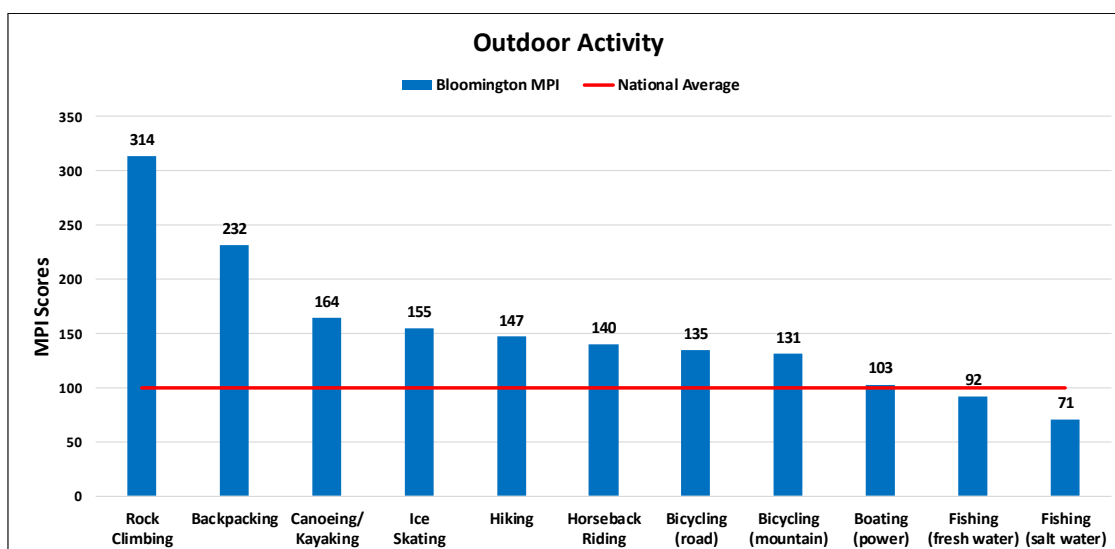


Figure 24: Outdoor Activity Participation Trends

Commercial Recreation Market Potential

The commercial recreation MPI chart shows overnight camping (168 MPI), went to a museum (156 MPI), went dancing (146 MPI), and played a board game (146 MPI) as the most popular activities amongst Bloomington residents when compared to the national average.

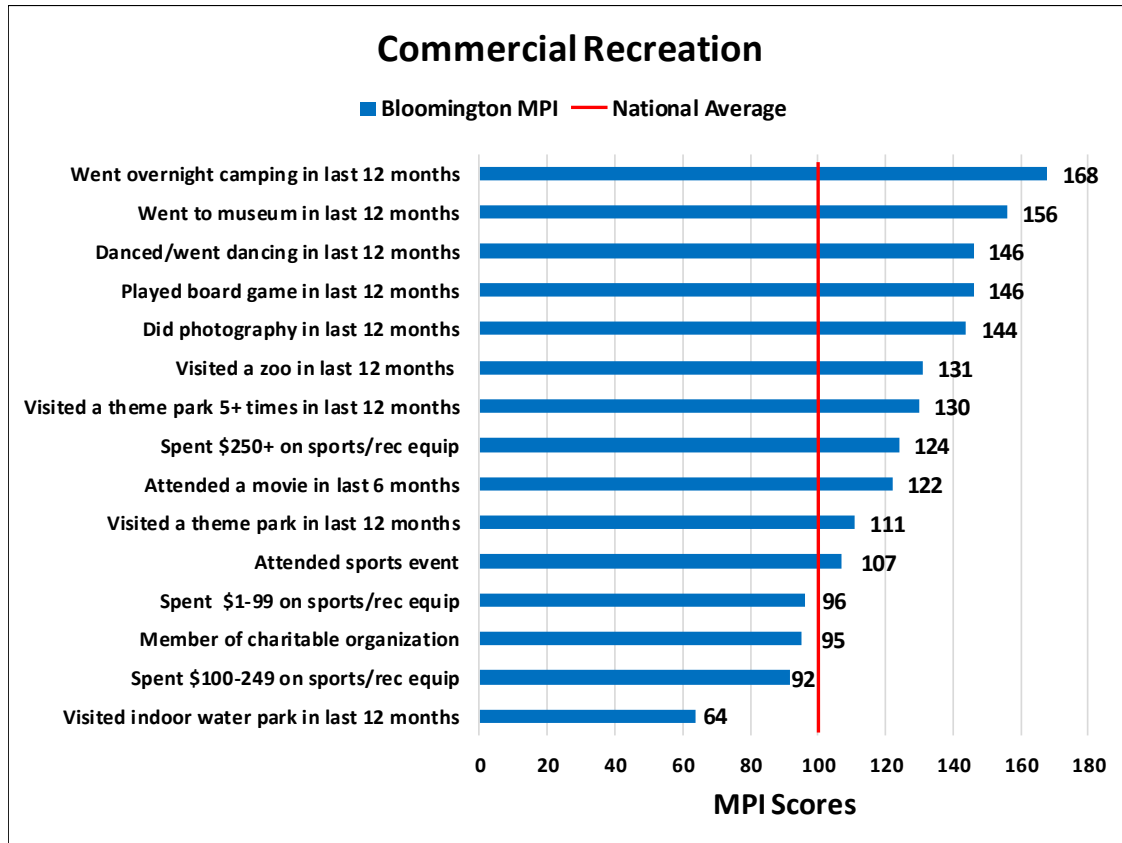


Figure 25: Commercial Recreation Participation Trends

General Sports

National Core vs Casual Participatory Trends - General Sports								
Activity	Participation Levels						% Change	
	2012		2016		2017		5-Year Trend	1-Year Trend
	#	%	#	%	#	%		
Golf * (2011, 2015 and 2016 data)	25,682	100%	24,120	100%	23,815	100%	-7.3%	-1.3%
Basketball	23,708	100%	22,343	100%	23,401	100%	-1.3%	4.7%
<i>Casual (1-12 times)</i>	7,389	31%	7,486	34%	8,546	37%	15.7%	14.2%
<i>Core(13+ times)</i>	16,319	69%	14,857	66%	14,856	63%	-9.0%	0.0%
Tennis	17,020	100%	18,079	100%	17,683	100%	3.9%	-2.2%
Baseball	12,976	100%	14,760	100%	15,642	100%	20.5%	6.0%
<i>Casual (1-12 times)</i>	3,931	30%	5,673	38%	6,405	41%	62.9%	12.9%
<i>Core (13+ times)</i>	9,046	70%	9,087	62%	9,238	59%	2.1%	1.7%
Soccer (Outdoor)	12,944	100%	11,932	100%	11,924	100%	-7.9%	-0.1%
<i>Casual (1-25 times)</i>	6,740	52%	6,342	53%	6,665	56%	-1.1%	5.1%
<i>Core (26+ times)</i>	6,205	48%	5,590	47%	5,259	44%	-15.2%	-5.9%
Softball (Slow Pitch)	7,411	100%	7,690	100%	7,283	100%	-1.7%	-5.3%
<i>Casual (1-12 times)</i>	2,825	38%	3,377	44%	3,060	42%	8.3%	-9.4%
<i>Core(13+ times)</i>	4,586	62%	4,314	56%	4,223	58%	-7.9%	-2.1%
Badminton	7,278	100%	7,354	100%	6,430	100%	-11.7%	-12.6%
<i>Casual (1-12 times)</i>	5,092	70%	5,285	72%	4,564	71%	-10.4%	-13.6%
<i>Core(13+ times)</i>	2,185	30%	2,069	28%	1,867	29%	-14.6%	-9.8%
Volleyball (Court)	6,384	100%	6,216	100%	6,317	100%	-1.0%	1.6%
<i>Casual (1-12 times)</i>	2,553	40%	2,852	46%	2,939	47%	15.1%	3.1%
<i>Core(13+ times)</i>	3,831	60%	3,364	54%	3,378	53%	-11.8%	0.4%
Football, Flag	5,865	100%	6,173	100%	6,551	100%	11.7%	6.1%
<i>Casual (1-12 times)</i>	2,963	51%	3,249	53%	3,572	55%	20.6%	9.9%
<i>Core(13+ times)</i>	2,902	49%	2,924	47%	2,979	45%	2.7%	1.9%
Football, Touch	7,295	100%	5,686	100%	5,629	100%	-22.8%	-1.0%
<i>Casual (1-12 times)</i>	4,015	55%	3,304	58%	3,332	59%	-17.0%	0.8%
<i>Core(13+ times)</i>	3,280	45%	2,386	42%	2,297	41%	-30.0%	-3.7%
Volleyball (Sand/Beach)	4,505	100%	5,489	100%	4,947	100%	9.8%	-9.9%
<i>Casual (1-12 times)</i>	3,040	67%	3,989	73%	3,544	72%	16.6%	-11.2%
<i>Core(13+ times)</i>	1,465	33%	1,500	27%	1,403	28%	-4.2%	-6.5%
Football, Tackle	6,220	100%	5,481	100%	5,224	100%	-16.0%	-4.7%
<i>Casual (1-25 times)</i>	2,566	41%	2,242	41%	2,145	41%	-16.4%	-4.3%
<i>Core(26+ times)</i>	3,655	59%	3,240	59%	3,078	59%	-15.8%	-5.0%
Gymnastics	5,115	100%	5,381	100%	4,805	100%	-6.1%	-10.7%
<i>Casual (1-49 times)</i>	3,252	64%	3,580	67%	3,139	65%	-3.5%	-12.3%
<i>Core(50+ times)</i>	1,863	36%	1,800	33%	1,666	35%	-10.6%	-7.4%
Soccer (Indoor)	4,617	100%	5,117	100%	5,399	100%	16.9%	5.5%
<i>Casual (1-12 times)</i>	2,006	43%	2,347	46%	2,657	49%	32.5%	13.2%
<i>Core(13+ times)</i>	2,611	57%	2,770	54%	2,742	51%	5.0%	-1.0%
Track and Field	4,257	100%	4,116	100%	4,161	100%	-2.3%	1.1%
<i>Casual (1-25 times)</i>	1,820	43%	1,961	48%	2,040	49%	12.1%	4.0%
<i>Core(26+ times)</i>	2,437	57%	2,155	52%	2,121	51%	-13.0%	-1.6%
Participation Growth/Decline	Large Increase (greater than 25%)		Moderate Increase (0% to 25%)		Moderate Decrease (0% to -25%)		Large Decrease (less than -25%)	
Core vs Casual Distribution	Mostly Core Participants (greater than 75%)		More Core Participants (56-74%)		Evenly Divided (45-55% Core and Casual)		More Casual Participants (56-74%)	

*Golf participation figures are from 2015

National Core vs Casual Participatory Trends - General Sports								
Activity	Participation Levels						% Change	
	2012		2016		2017		5-Year Trend	1-Year Trend
	#	%	#	%	#	%		
Cheerleading	3,244	100%	4,029	100%	3,816	100%	17.6%	-5.3%
Casual (1-25 times)	1,514	47%	2,365	59%	2,164	57%	42.9%	-8.5%
Core(26+ times)	1,730	53%	1,664	41%	1,653	43%	-4.5%	-0.7%
Ultimate Frisbee	5,131	100%	3,673	100%	3,126	100%	-39.1%	-14.9%
Casual (1-12 times)	3,647	71%	2,746	75%	2,270	73%	-37.8%	-17.3%
Core(13+ times)	1,484	29%	927	25%	856	27%	-42.3%	-7.7%
Racquetball	4,070	100%	3,579	100%	3,526	100%	-13.4%	-1.5%
Casual (1-12 times)	2,572	63%	2,488	70%	2,451	70%	-4.7%	-1.5%
Core(13+ times)	1,498	37%	1,092	30%	1,075	30%	-28.2%	-1.6%
Pickleball	N/A	N/A	2,815	100%	3,132	100%	N/A	11.3%
Ice Hockey	2,363	100%	2,697	100%	2,544	100%	7.7%	-5.7%
Casual (1-12 times)	1,082	46%	1,353	50%	1,227	48%	13.4%	-9.3%
Core(13+ times)	1,281	54%	1,344	50%	1,317	52%	2.8%	-2.0%
Softball (Fast Pitch)	2,624	100%	2,467	100%	2,309	100%	-12.0%	-6.4%
Casual (1-25 times)	1,245	47%	1,198	49%	1,077	47%	-13.5%	-10.1%
Core(26+ times)	1,379	53%	1,269	51%	1,232	53%	-10.7%	-2.9%
Lacrosse	1,607	100%	2,090	100%	2,171	100%	35.1%	3.9%
Casual (1-12 times)	788	49%	1,153	55%	1,142	53%	44.9%	-1.0%
Core(13+ times)	819	51%	938	45%	1,030	47%	25.8%	9.8%
Roller Hockey	1,367	100%	1,929	100%	1,834	100%	34.2%	-4.9%
Casual (1-12 times)	875	64%	1,438	75%	1,419	77%	62.2%	-1.3%
Core(13+ times)	493	36%	491	25%	415	23%	-15.8%	-15.5%
Wrestling	1,922	100%	1,922	100%	1,896	100%	-1.4%	-1.4%
Casual (1-25 times)	965	50%	1,139	59%	1,179	62%	22.2%	3.5%
Core(26+ times)	957	50%	782	41%	717	38%	-25.1%	-8.3%
Rugby	887	100%	1,550	100%	1,621	100%	82.8%	4.6%
Casual (1-7 times)	526	59%	1,090	70%	1,097	68%	108.6%	0.6%
Core(8+ times)	361	41%	460	30%	524	32%	45.2%	13.9%
Squash	1,290	100%	1,549	100%	1,492	100%	15.7%	-3.7%
Casual (1-7 times)	928	72%	1,111	72%	1,044	70%	12.5%	-6.0%
Core(8+ times)	361	28%	437	28%	447	30%	23.8%	2.3%
Field Hockey	1,237	100%	1,512	100%	1,596	100%	29.0%	5.6%
Casual (1-7 times)	578	47%	773	51%	897	56%	55.2%	16.0%
Core(8+ times)	659	53%	739	49%	700	44%	6.2%	-5.3%
Boxing for Competition	959	100%	1,210	100%	1,368	100%	42.6%	13.1%
Casual (1-12 times)	769	80%	1,035	86%	1,168	85%	51.9%	12.9%
Core(13+ times)	190	20%	176	14%	199	15%	4.7%	13.1%
NOTE: Participation figures are in 000's for the US population ages 6 and over								
Participation Growth/Decline	Large Increase (greater than 25%)		Moderate Increase (0% to 25%)		Moderate Decrease (0% to -25%)		Large Decrease (less than -25%)	
Core vs Casual Distribution	Mostly Core Participants (greater than 75%)		More Core Participants (56-74%)		Evenly Divided (45-55% Core and Casual)		More Casual Participants (56-74%)	

General Fitness

National Core vs Casual Participatory Trends - General Fitness								
Activity	Participation Levels						% Change	
	2012		2016		2017		5-Year Trend	1-Year Trend
	#	%	#	%	#	%		
Fitness Walking	114,029	100%	107,895	100%	110,805	100%	-2.8%	2.7%
Casual (1-49 times)	35,267	31%	34,535	32%	35,326	32%	0.2%	2.3%
Core(50+ times)	78,762	69%	73,359	68%	75,479	68%	-4.2%	2.9%
Treadmill	50,839	100%	51,872	100%	52,966	100%	4.2%	2.1%
Casual (1-49 times)	22,248	44%	23,490	45%	24,444	46%	9.9%	4.1%
Core(50+ times)	28,591	56%	28,381	55%	28,523	54%	-0.2%	0.5%
Free Weights (Dumbbells/Hand Weights)	N/A	100%	51,513	100%	52,217	100%	N/A	1.4%
Casual (1-49 times)	N/A		18,245	35%	18,866	36%	N/A	3.4%
Core(50+ times)	N/A		33,268	65%	33,351	64%	N/A	0.2%
Running/Jogging	51,450	100%	47,384	100%	50,770	100%	-1.3%	7.1%
Casual (1-49 times)	21,973	43%	21,764	46%	24,004	47%	9.2%	10.3%
Core(50+ times)	29,478	57%	25,621	54%	26,766	53%	-9.2%	4.5%
Stationary Cycling (Recumbent/Upright)	35,987	100%	36,118	100%	36,035	100%	0.1%	-0.2%
Casual (1-49 times)	18,265	51%	18,240	51%	18,447	51%	1.0%	1.1%
Core(50+ times)	17,722	49%	17,878	49%	17,588	49%	-0.8%	-1.6%
Weight/Resistant Machines	38,999	100%	35,768	100%	36,291	100%	-6.9%	1.5%
Casual (1-49 times)	15,383	39%	14,346	40%	14,496	40%	-5.8%	1.0%
Core(50+ times)	23,617	61%	21,422	60%	21,795	60%	-7.7%	1.7%
Stretching	35,873	100%	33,771	100%	33,195	100%	-7.5%	-1.7%
Casual (1-49 times)	8,996	25%	9,793	29%	10,095	30%	12.2%	3.1%
Core(50+ times)	26,877	75%	23,978	71%	23,100	70%	-14.1%	-3.7%
Elliptical Motion Trainer*	28,560	100%	32,218	100%	32,283	100%	13.0%	0.2%
Casual (1-49 times)	13,638	48%	15,687	49%	15,854	49%	16.2%	1.1%
Core(50+ times)	14,922	52%	16,532	51%	16,430	51%	10.1%	-0.6%
Free Weights (Barbells)	26,688	100%	26,473	100%	27,444	100%	2.8%	3.7%
Casual (1-49 times)	9,435	35%	10,344	39%	10,868	40%	15.2%	5.1%
Core(50+ times)	17,253	65%	16,129	61%	16,576	60%	-3.9%	2.8%
Yoga	23,253	100%	26,268	100%	27,354	100%	17.6%	4.1%
Casual (1-49 times)	13,305	57%	15,486	59%	16,454	60%	23.7%	6.3%
Core(50+ times)	9,949	43%	10,782	41%	10,900	40%	9.6%	1.1%
Calisthenics/Bodyweight Exercise	N/A	100%	25,110	100%	24,454	100%	N/A	-2.6%
Casual (1-49 times)	N/A	0	9,763	39%	10,095	41%	N/A	3.4%
Core(50+ times)	N/A	0	15,347	61%	14,359	59%	N/A	-6.4%
Choreographed Exercise	N/A	100%	21,839	100%	22,616	100%	N/A	3.6%
Casual (1-49 times)	N/A	0	14,158	65%	14,867	66%	N/A	5.0%
Core(50+ times)	N/A	0	7,681	35%	7,748	34%	N/A	0.9%
NOTE: Participation figures are in 000's for the US population ages 6 and over								
Participation Growth/Decline	Large Increase (greater than 25%)		Moderate Increase (0% to 25%)		Moderate Decrease (0% to -25%)		Large Decrease (less than -25%)	
Core vs Casual Distribution	Mostly Core Participants (greater than 75%)		More Core Participants (56-74%)		Evenly Divided (45-55% Core and Casual)		More Casual Participants (56-74%)	
							Mostly Casual Participants (greater than 75%)	

*Cardio Cross Trainer is merged to Elliptical Motion Trainer

National Core vs Casual Participatory Trends - General Fitness								
Activity	Participation Levels						% Change	
	2012		2016		2017		5-Year Trend	1-Year Trend
	#	%	#	%	#	%		
Aerobics (High Impact)	16,178	100%	21,390	100%	21,476	100%	32.7%	0.4%
<i>Casual (1-49 times)</i>	7,819	48%	11,801	55%	12,105	56%	54.8%	2.6%
<i>Core(50+ times)</i>	8,359	52%	9,589	45%	9,370	44%	12.1%	-2.3%
Stair Climbing Machine	12,979	100%	15,079	100%	14,948	100%	15.2%	-0.9%
<i>Casual (1-49 times)</i>	7,303	56%	9,332	62%	9,501	64%	30.1%	1.8%
<i>Core(50+ times)</i>	5,676	44%	5,747	38%	5,447	36%	-4.0%	-5.2%
Cross-Training Style Workout	N/A	100%	12,914	100%	13,622	100%	N/A	5.5%
<i>Casual (1-49 times)</i>	N/A	N/A	6,430	50%	6,890	51%	N/A	7.2%
<i>Core(50+ times)</i>	N/A	N/A	6,483	50%	6,732	49%	N/A	3.8%
Stationary Cycling (Group)	8,477	100%	8,937	100%	9,409	100%	11.0%	5.3%
<i>Casual (1-49 times)</i>	5,053	60%	5,751	64%	6,023	64%	19.2%	4.7%
<i>Core(50+ times)</i>	3,424	40%	3,186	36%	3,386	36%	-1.1%	6.3%
Pilates Training	8,519	100%	8,893	100%	9,047	100%	6.2%	1.7%
<i>Casual (1-49 times)</i>	5,212	61%	5,525	62%	5,698	63%	9.3%	3.1%
<i>Core(50+ times)</i>	3,307	39%	3,367	38%	3,348	37%	1.2%	-0.6%
Trail Running	5,806	100%	8,582	100%	9,149	100%	57.6%	6.6%
Cardio Kickboxing	6,725	100%	6,899	100%	6,693	100%	-0.5%	-3.0%
<i>Casual (1-49 times)</i>	4,455	66%	4,760	69%	4,671	70%	4.8%	-1.9%
<i>Core(50+ times)</i>	2,271	34%	2,139	31%	2,022	30%	-11.0%	-5.5%
Boot Camp Style Training	7,496	100%	6,583	100%	6,651	100%	-11.3%	1.0%
<i>Casual (1-49 times)</i>	4,787	64%	4,484	68%	4,637	70%	-3.1%	3.4%
<i>Core(50+ times)</i>	2,709	36%	2,099	32%	2,014	30%	-25.7%	-4.0%
Martial Arts	5,075	100%	5,745	100%	5,838	100%	15.0%	1.6%
<i>Casual (1-12 times)</i>	1,207	24%	1,964	34%	2,021	35%	67.4%	2.9%
<i>Core(13+ times)</i>	3,869	76%	3,780	66%	3,816	65%	-1.4%	1.0%
Boxing for Fitness	4,831	100%	5,175	100%	5,157	100%	6.7%	-0.3%
<i>Casual (1-12 times)</i>	2,075	43%	2,678	52%	2,738	53%	32.0%	2.2%
<i>Core(13+ times)</i>	2,756	57%	2,496	48%	2,419	47%	-12.2%	-3.1%
Tai Chi	3,203	100%	3,706	100%	3,787	100%	18.2%	2.2%
<i>Casual (1-49 times)</i>	1,835	57%	2,245	61%	2,329	61%	26.9%	3.7%
<i>Core(50+ times)</i>	1,369	43%	1,461	39%	1,458	39%	6.5%	-0.2%
Barre	N/A	N/A	3,329	100%	3,436	100%	N/A	3.2%
<i>Casual (1-49 times)</i>	N/A	N/A	2,636	79%	2,701	79%	N/A	2.5%
<i>Core(50+ times)</i>	N/A	N/A	693	21%	735	21%	N/A	6.1%
Triathlon (Traditional/Road)	1,789	100%	2,374	100%	2,162	100%	20.8%	-8.9%
<i>Casual (1 times)</i>	616	34%	786	33%	754	35%	22.4%	-4.1%
<i>Core(2+ times)</i>	1,173	66%	1,589	67%	1,408	65%	20.0%	-11.4%
Triathlon (Non-Traditional/Off Road)	1,075	100%	1,705	100%	1,878	100%	74.7%	10.1%
<i>Casual (1 times)</i>	341	32%	647	38%	749	40%	119.6%	15.8%
<i>Core(2+ times)</i>	734	68%	1,058	62%	1,129	60%	53.8%	6.7%
NOTE: Participation figures are in 000's for the US population ages 6 and over								
Participation Growth/Decline	Large Increase (greater than 25%)		Moderate Increase (0% to 25%)		Moderate Decrease (0% to -25%)		Large Decrease (less than -25%)	
Core vs Casual Distribution	Mostly Core Participants (greater than 75%)		More Core Participants (56-74%)		Evenly Divided (45-55% Core and Casual)		More Casual Participants (56-74%)	
							Mostly Casual Participants (greater than 75%)	

Outdoor/Adventure Recreation

National Core vs Casual Participatory Trends - Outdoor / Adventure Recreation								
Activity	Participation Levels						% Change	
	2012		2016		2017		5-Year Trend	1-Year Trend
	#	%	#	%	#	%		
Hiking (Day)	34,519	100%	42,128	100%	44,900	100%	30.1%	6.6%
Bicycling (Road)	39,790	100%	38,365	100%	38,866	100%	-2.3%	1.3%
<i>Casual (1-25 times)</i>	18,966	48%	19,244	50%	20,212	52%	6.6%	5.0%
<i>Core(26+ times)</i>	20,824	52%	19,121	50%	18,654	48%	-10.4%	-2.4%
Fishing (Freshwater)	39,002	100%	38,121	100%	38,346	100%	-1.7%	0.6%
<i>Casual (1-7 times)</i>	20,341	52%	20,308	53%	19,977	52%	-1.8%	-1.6%
<i>Core(8+ times)</i>	18,660	48%	17,813	47%	18,369	48%	-1.6%	3.1%
Camping (< 1/4 Mile of Vehicle/Home)	31,454	100%	26,467	100%	26,262	100%	-16.5%	-0.8%
Camping (Recreational Vehicle)	15,903	100%	15,855	100%	16,159	100%	1.6%	1.9%
<i>Casual (1-7 times)</i>	8,316	52%	8,719	55%	9,332	58%	12.2%	7.0%
<i>Core(8+ times)</i>	7,587	48%	7,136	45%	6,826	42%	-10.0%	-4.3%
Fishing (Saltwater)	12,000	100%	12,266	100%	13,062	100%	8.9%	6.5%
<i>Casual (1-7 times)</i>	7,251	60%	7,198	59%	7,625	58%	5.2%	5.9%
<i>Core(8+ times)</i>	4,749	40%	5,068	41%	5,437	42%	14.5%	7.3%
Birdwatching (>1/4 mile of Vehicle/Home)	13,535	100%	11,589	100%	12,296	100%	-9.2%	6.1%
Backpacking Overnight	7,933	100%	10,151	100%	10,975	100%	38.3%	8.1%
Bicycling (Mountain)	7,265	100%	8,615	100%	8,609	100%	18.5%	-0.1%
<i>Casual (1-12 times)</i>	3,270	45%	4,273	50%	4,389	51%	34.2%	2.7%
<i>Core(13+ times)</i>	3,995	55%	4,342	50%	4,220	49%	5.6%	-2.8%
Archery	7,173	100%	7,903	100%	7,769	100%	8.3%	-1.7%
<i>Casual (1-25 times)</i>	5,967	83%	6,650	84%	6,602	85%	10.6%	-0.7%
<i>Core(26+ times)</i>	1,205	17%	1,253	16%	1,167	15%	-3.2%	-6.9%
Fishing (Fly)	5,848	100%	6,456	100%	6,791	100%	16.1%	5.2%
<i>Casual (1-7 times)</i>	3,598	62%	4,183	65%	4,448	65%	23.6%	6.3%
<i>Core(8+ times)</i>	2,250	38%	2,273	35%	2,344	35%	4.2%	3.1%
Skateboarding	6,227	100%	6,442	100%	6,382	100%	2.5%	-0.9%
<i>Casual (1-25 times)</i>	3,527	57%	3,955	61%	3,970	62%	12.6%	0.4%
<i>Core(26+ times)</i>	2,700	43%	2,487	39%	2,411	38%	-10.7%	-3.1%
Roller Skating (In-Line)	6,647	100%	5,381	100%	5,268	100%	-20.7%	-2.1%
<i>Casual (1-12 times)</i>	4,548	68%	3,861	72%	3,853	73%	-15.3%	-0.2%
<i>Core(13+ times)</i>	2,100	32%	1,520	28%	1,415	27%	-32.6%	-6.9%
Bicycling (BMX)	1,861	100%	3,104	100%	3,413	100%	83.4%	10.0%
<i>Casual (1-12 times)</i>	856	46%	1,760	57%	2,039	60%	138.2%	15.9%
<i>Core(13+ times)</i>	1,005	54%	1,344	43%	1,374	40%	36.7%	2.2%
Adventure Racing	1,618	100%	2,999	100%	2,529	100%	56.3%	-15.7%
<i>Casual (1 times)</i>	672	42%	1,081	36%	899	36%	33.8%	-16.8%
<i>Core(2+ times)</i>	945	58%	1,918	64%	1,630	64%	72.5%	-15.0%
Climbing (Traditional/Ice/Mountaineering)	2,189	100%	2,790	100%	2,527	100%	15.4%	-9.4%
NOTE: Participation figures are in 000's for the US population ages 6 and over								
Participation Growth/Decline	Large Increase (greater than 25%)		Moderate Increase (0% to 25%)		Moderate Decrease (0% to -25%)		Large Decrease (less than -25%)	
Core vs Casual Distribution	Mostly Core Participants (greater than 75%)		More Core Participants (56-74%)		Evenly Divided (45-55% Core and Casual)		More Casual Participants (56-74%)	
							Mostly Casual Participants (greater than 75%)	

Aquatics

National Core vs Casual Participatory Trends - Aquatics								
Activity	Participation Levels						% Change	
	2012		2016		2017		5-Year Trend	1-Year Trend
	#	%	#	%	#	%		
Swimming (Fitness)	23,216	100%	26,601	100%	27,135	100%	16.9%	2.0%
Casual (1-49 times)	15,139	65%	17,781	67%	18,319	68%	21.0%	3.0%
Core(50+ times)	8,077	35%	8,820	33%	8,815	32%	9.1%	-0.1%
Aquatic Exercise	9,177	100%	10,575	100%	10,459	100%	14.0%	-1.1%
Casual (1-49 times)	5,785	63%	7,135	67%	7,222	69%	24.8%	1.2%
Core(50+ times)	3,392	37%	3,440	33%	3,237	31%	-4.6%	-5.9%
Swimming (Competition)	2,502	100%	3,369	100%	3,007	100%	20.2%	-10.7%
Casual (1-49 times)	1,065	43%	1,881	56%	1,664	55%	56.2%	-11.5%
Core(50+ times)	1,437	57%	1,488	44%	1,343	45%	-6.5%	-9.7%
NOTE: Participation figures are in 000's for the US population ages 6 and over								
Participation Growth/Decline	Large Increase (greater than 25%)		Moderate Increase (0% to 25%)		Moderate Decrease (0% to -25%)		Large Decrease (less than -25%)	
Core vs Casual Distribution	Mostly Core Participants (greater than 75%)		More Core Participants (56-74%)		Evenly Divided (45-55% Core and Casual)		More Casual Participants (56-74%)	Mostly Casual Participants (greater than 75%)

Water Sports/Activities

National Core vs Casual Participatory Trends - Water Sports / Activities								
Activity	Participation Levels						% Change	
	2012		2016		2017		5-Year Trend	1-Year Trend
	#	%	#	%	#	%		
Canoeing	9,813	100%	10,046	100%	9,220	100%	-6.0%	-8.2%
Kayaking (Recreational)	8,187	100%	10,017	100%	10,533	100%	28.7%	5.2%
Snorkeling	8,664	100%	8,717	100%	8,384	100%	-3.2%	-3.8%
Casual (1-7 times)	6,904	80%	6,945	80%	6,721	80%	-2.7%	-3.2%
Core(8+ times)	1,760	20%	1,773	20%	1,663	20%	-5.5%	-6.2%
Jet Skiing	6,996	100%	5,783	100%	5,418	100%	-22.6%	-6.3%
Casual (1-7 times)	5,125	73%	4,143	72%	3,928	72%	-23.4%	-5.2%
Core(8+ times)	1,870	27%	1,640	28%	1,490	28%	-20.3%	-9.1%
Sailing	3,841	100%	4,095	100%	3,974	100%	3.5%	-3.0%
Casual (1-7 times)	2,565	67%	2,833	69%	2,720	68%	6.0%	-4.0%
Core(8+ times)	1,276	33%	1,262	31%	1,254	32%	-1.7%	-0.6%
Water Skiing	4,434	100%	3,700	100%	3,572	100%	-19.4%	-3.5%
Casual (1-7 times)	3,122	70%	2,667	72%	2,575	72%	-17.5%	-3.4%
Core(8+ times)	1,312	30%	1,033	28%	997	28%	-24.0%	-3.5%
Rafting	3,756	100%	3,428	100%	3,479	100%	-7.4%	1.5%
Stand-Up Paddling	1,392	100%	3,220	100%	3,325	100%	138.9%	3.3%
Kayaking (Sea/Touring)	2,446	100%	3,124	100%	2,955	100%	20.8%	-5.4%
Scuba Diving	2,781	100%	3,111	100%	2,874	100%	3.3%	-7.6%
Casual (1-7 times)	1,932	69%	2,292	74%	2,113	74%	9.4%	-7.8%
Core(8+ times)	849	31%	819	26%	761	26%	-10.4%	-7.1%
Wakeboarding	3,368	100%	2,912	100%	3,005	100%	-10.8%	3.2%
Casual (1-7 times)	2,237	66%	2,017	69%	2,101	70%	-6.1%	4.2%
Core(8+ times)	1,132	34%	895	31%	903	30%	-20.2%	0.9%
Surfing	2,545	100%	2,793	100%	2,680	100%	5.3%	-4.0%
Casual (1-7 times)	1,544	61%	1,768	63%	1,705	64%	10.4%	-3.6%
Core(8+ times)	1,001	39%	1,024	37%	975	36%	-2.6%	-4.8%
Kayaking (White Water)	1,878	100%	2,552	100%	2,500	100%	33.1%	-2.0%
Boardsailing/Windsurfing	1,372	100%	1,737	100%	1,573	100%	14.7%	-9.4%
Casual (1-7 times)	1,108	81%	1,449	83%	1,289	82%	16.3%	-11.0%
Core(8+ times)	264	19%	288	17%	284	18%	7.6%	-1.4%
NOTE: Participation figures are in 000's for the US population ages 6 and over								
Participation Growth/Decline	Large Increase (greater than 25%)		Moderate Increase (0% to 25%)		Moderate Decrease (0% to -25%)		Large Decrease (less than -25%)	
Core vs Casual Distribution	Mostly Core Participants (greater than 75%)		More Core Participants (56-74%)		Evenly Divided (45-55% Core and Casual)		More Casual Participants (56-74%)	Mostly Casual Participants (greater than 75%)



CITY OF BLOOMINGTON
parks and recreation

STAFF REPORT

Agenda Item: D-3
Date: 9/14/2018

Administrator
Review\Approval
PM

TO: Board of Park Commissioners
FROM: Elizabeth Tompkins
DATE: September 18, 2018
SUBJECT: GRIFFY LAKE LARE PROGRAM REPORT

Background

Funding from the Indiana Department of Natural Resources Lake and River Enhancement (LARE) Program has been used to create and update aquatic vegetation management plans, and to treat invasive weeds in Griffy Lake, since 2004. Another grant was awarded this year and treatment of Eurasian watermilfoil was completed by Aquatic Control, Inc. to prevent excessive weed growth. Left untreated, these invasive plants would have negative effects on boating and fishing at the lake and native aquatic plant species. As part of the LARE Program, the results of an aquatic plant survey must be shared with the public. Aquatic Control will present their findings.

RESPECTFULLY SUBMITTED,

Elizabeth Tompkins
Natural Resources Coordinator

Grippy Lake Tier 2 report 7.31.2018

Occurrence and Abundance of Submersed Aquatic Plants in Grippy Lake (all depths).

County: Monroe	Secchi (ft): 5.5	Mean species/site: 0.66
Date: 7.31.18	Sites with plants: 22	SE Mean species/site: 0.12
Littoral Depth (ft): 13	Sites with native plants: 20	Mean native species/site: 0.46
Littoral Sites: 35	Number of species: 4	SE Mean natives/site: 0.09
Total Sites: 50	Number of native species: 2	Species diversity: 0.58
	Maximum species/site: 3	Native species diversity: 0.23
All Depths	Frequency of Occurrence	Rake score frequency per spec
Species		0 1 3 5
Coontail	40	60 12 6 22
Brittle naiad	12	88 4 0 8
Eurasian watermilfoil	8	92 6 2 0
Water stargrass	6	94 6 0 0
Filamentous Algae	0	
Other species observed: Creeping water primrose, Hibiscus, water willow		

Occurrence and Abundance of Submersed Aquatic Plants in Grippy Lake (0-5ft).

County: Monroe	Secchi (ft): 5.5	Mean species/site: 1.57
Date: 7.31.2018	Sites with plants: 12	SE Mean species/site: 0.25
Littoral Depth (ft): 13	Sites with native plants: 10	Mean native species/site: 0.93
Littoral Sites: 14	Number of species: 4	SE Mean natives/site: 0.20
Total Sites: 14	Number of native species: 2	Species diversity: 0.69
	Maximum species/site: 3	Native species diversity: 0.36
Depths: 0 to 5 ft	Frequency of Occurrence	Rake score frequency per spec
Species		0 1 3 5
Coontail	71.4	28.6 28.6 7.1 35.7
Brittle naiad	35.7	64.3 7.1 0.0 28.6
Eurasian watermilfoil	28.6	71.4 21.4 7.1 0.0
Water stargrass	21.4	78.6 21.4 0.0 0.0
Filamentous Algae	0	

Occurrence and Abundance of Submersed Aquatic Plants in Grippy Lake (5-10 ft).

County: Monroe	Secchi (ft): 5.5	Mean species/site: 0.50
Date: 7.31.2018	Sites with plants: 7	SE Mean species/site: 0.14

Littoral Depth (ft): 13	Sites with native plants: 7	Mean native species/site: 0.50
Littoral Sites: 14	Number of species: 1	SE Mean natives/site: 0.14
Total Sites: 14	Number of native species: 1	Species diversity: 0.00
	Maximum species/site: 1	Native species diversity: 0.00
Depths: 5 to 10 ft	Frequency of Occurrence	Rake score frequency per spec
Species		0 1 3 5
Coontail	50	50 7.1 7.1 35.7
Filamentous Algae	0	
Occurrence and Abundance of Submersed Aquatic Plants in Griffy Lake (10-15ft).		
County: Monroe	Secchi (ft): 5.5	Mean species/site: 0.33
Date: 7.31.2018	Sites with plants: 3	SE Mean species/site: 0.19
Littoral Depth (ft): 13	Sites with native plants: 3	Mean native species/site: 0.25
Littoral Sites: 7	Number of species: 2	SE Mean natives/site: 0.13
Total Sites: 12	Number of native species: 1	Species diversity: 0.38
	Maximum species/site: 2	Native species diversity: 0.00
Depths: 10 to 15 ft	Frequency of Occurrence	Rake score frequency per spec
Species		0 1 3 5
Coontail	25	75.0 8.3 8.3 8.3
Brittle naiad	8.3	91.7 8.3 0.0 0.0
Filamentous Algae	0	
		Plant Dominance