

**CITY OF BLOOMINGTON**  
**parks and recreation**

**AGENDA**

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

Council Chambers  
401 N. Morton St.

**CALL TO ORDER - ROLL CALL**

**A. CONSENT CALENDAR**

- A-1. Approval of Minutes of September 18, 2018 and October 4, 2018.
- A-2. Approval of Claims Submitted September 19, 2018 – October 22, 2018
- A-3. Approval of Non-Reverting Budget Amendments
- A-4. Review of Business Report
- A-5. Approval of Surplus

**B. PUBLIC HEARINGS/APPEARANCES**

- B-1. Public Comment Period -
- B-2. Bravo Award - Rundell Ernstberger Associates (Sarah Owen)
- B-3. Parks Partner Award -
- B-4. Staff Introductions -

**C. OTHER BUSINESS**

- C-1. Review/Approval of Declaratory Resolution # 18-02 through 18-04 Titled: Declaratory and bond resolution of the Board of Park Commissioners of the City of Bloomington approving projects of the park district of the City of Bloomington, Indiana and authorizing issuance of 2018A Bonds, 2018B Bonds, and 2018C Bonds for the purpose of providing funds to be applied to pay for projects and incidental expenses in connection therewith and on account of the issuance of the 2018A Bonds, 2018B Bonds and 2018C Bonds. (Paula McDevitt)
- C-2. Review/Approval of partnership Agreement with Bloomington Blades Youth Hockey Association (Dee Tuttle)
- C-3. Review/Approval of partnership Agreement with Bloomington Blades High School Hockey Association (Dee Tuttle)
- C-4. Review/Approval of partnership Agreement with Bloomington Figure Skating Club (Dee Tuttle)
- C-5. Review/Approval of contract with Danielle Lucas (Julie Ramey)
- C-6. Review/Approval of easement for Switchyard Park (Dave Williams)
- C-7. Review/Approval of contract with Mominee Tree (Lee Huss)
- C-8. Review/Approval of contract addendum with Bluestone - May Contract (Lee Huss)
- C-9. Review/Approval of contract addendum with Bluestone - June Contract (Lee Huss)
- C-10. Review/Approval of contract addendum with Designscape (Lee Huss)
- C-11. Review/Approval of contract addendum Lentz Paving (John Turnbull)
- C-12. Review of 2018 Price Schedule (Division Directors)

**D. REPORTS**

- D-1. Operations Division -
- D-2. Recreation Division - Banneker Community Center Summer Program Report (Erik Pearson)

- D-3. Sports Division -  
D-4. Administration Division - September Digest Video (Hannah Buddin)  
**ADJOURNMENT**



**A-1**  
**10-23-2018**

Board of Park Commissioners  
Regular Meeting  
Minutes

Tuesday, September 18, 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, Mr. Joseph Hoffman, and Ms. Darcie Fawcett

**Staff Present:** Ms. Paula McDevitt, Mr. Dave Williams, Ms. Becky Higgins, Mr. John Turnbull, Ms. Julie Ramey, Ms. Kim Clapp, Mr. Mark Marotz, Ms. Leslie Brinson, Mr. Steve Cotter, Ms. Barb Dunbar, Ms. Joanna Sparks, Mr. Bill Ream, Ms. Elizabeth Tompkins, Ms. Amy Shrake, Ms. Crystal Ritter, Ms. Sarah Owen, Mr. Erik Pearson, and Ms. Hannah Buddin, Ms. Sarah Mullin.

**A. CONSENT CALENDAR**

- A-1. Approval of Minutes of August 21, 2018
- A-2. Approval of Claims Submitted August 21, 2018 through September 18, 2018
- A-3. Approval of Non-Reverting Budget Amendments
- A-4. Review of Business Report
- A-5. Approval of Surplus

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

**B. PUBLIC HEARINGS/APPEARANCES**

**B-1. Appeal of Park Suspension**

Mr. Michael Rouker, City Attorney approached the podium. In 2013, this Board passed revised Park's policies, related to the removal and suspension of certain individuals who engage in particular behaviors on park's property. Eleven specific reasons were listed. From time to time, the Bloomington Police Department (BPD) encounters individuals who have to be removed and potentially suspended from the parks. Park suspensions can range from 7 to 365 days, and periodically the police request Parks to sign a suspension order. A process is in place for an individual to appeal a suspension order. This hearing is for our first appeal request.

Officer Brett Rorem approached the podium. The BPD received a call at the Building and Trades Park. An individual, who we've had numerous contact with, was at the park. The individual had threatened two Park staff, and would not allow them to enter the facilities to clean. Park supervisors were called to assist, and were unable to resolve the situation. The individual called staff vulgar names and threatened staff lives.

Mr. Rouker approached the podium. The individual's suspension was for 120 days, the individual was issued written findings of fact, and a notice was served of the date, time and location of this appeal. At this point, the Board will

decide what action to take, move to uphold, overturn, or modify the suspension order that is in place. The Board may proceed without the appellant being present.

Mr. Joe Hoffmann moved for the Board to uphold the Director's decision, based on the findings of fact in the document we have before us. Mr. Les Coyne seconded the motion. Motion unanimously carried.

### **B-2. Public Comment Period –**

*Mr. Mike Biggs approached the podium.* In Indiana there was a city, like Bloomington, that went non-smoking. This lasted for about six to nine months. This was challenged, there was an injunction and they went back to smoking in buildings. The city presented, that a lot less people died from second hand smoke heart attacks and strokes during the six months smoking was banned. Around the US, 34,000 people still die from second hand smoke heart attacks and 8,000 to second hand smoke strokes. The judge decided to pass the non-smoking throughout the buildings.

We have smoking in all of our parks. In fact, we could have signs that say smoking area, because that is true. All of our parks allow smoking, even if they say no smoking. There are only one or two parks that say no smoking. I ask that you allow them to put up signs that say no smoking, and I will work with our City Representatives to get an ordinance for non-smoking. I ask that you do this first, because I know it can be done faster and easier. You may be able to save lives of the people in the parks exposed to smoking.

There are lots of the parks and lots of areas in the parks that you can't escape if someone starts smoking. It's a hot sunny day, your sitting in a shady area at a table eating with your partner. Someone comes and sits down right next to you, and starts smoking. Even though there are other places to sit, they can sit right by you. You can ask them to stop smoking, because you have a heart disease or your child has asthma, but they can sit right by you. If you put up those signs, I will work to make it a permanent thing through the City Council.

Mr. William's and I discussed this topic. Whether there are signs or not, people will call the police if someone starts smoking next to them. There is no way to avoid it in the park, and it gets very contentious. People don't like a deadly toxin directed at them, even though we know people are addicted. Our friends that smoke, when we hang around them, do it in a way that it is not coming right at you. They are very polite about it. This is a very big issue whether we have signs or not. I appreciate you looking at all the possible solutions.

*The Board thanked Mr. Biggs.* This is a topic that has been discussed at prior meetings. The department is working on this item.

*Ms. Paula McDevitt, Administrator responded,* staff is taking a look at what other departments are doing across the state, and taking a look at the city ordinance. We appreciate the comments and feedback.

*The Board inquired* what the next steps would be.

*Ms. McDevitt responded,* a report would be presented, with example of signage, and wording with the new or revised smoking ordinance.

### **B-3. Bravo Award – None**

### **B-4. Parks Partner Award – None**

### **B-5. Staff Introduction –**

Mr. Raphael Tingle 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. Mr. Tingley completed his undergraduate degree at UC Santa Cruz in California, with a major in Political Science and minor in history. In North Caroline, Mr. Tingley was working at an environmental nonprofit focusing on the dangers of indoor pollutants such as highly fluorinated chemicals and brominated flame retardants. Mr. Tingle looks forward to using his SPEA fellowship to learn more about how city policy can have a positive impact on the sustainable growth and maintenance of our shared green spaces.



## **C. OTHER BUSINESS**

### **C-1. Review/Approval of Appointment to the Environmental Resources Advisory Council**

Ms. Elizabeth Tompkins, Natural Resources Coordinator, staff recommends the appointment of Mr. Dan Myers, to the Environmental Resources Advisory Council. Staff believes his background as a Water Resources 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.

Mr. Joe Hoffmann made a motion to approve the appointment to the Environmental Resources Advisory Council. Mr. Les Coyne seconded the motion. Motion unanimously carried.

*The Board inquired, if this was the only application received.*

*Ms. Tompkins responded, yes.*

### **C 2. Review/Approval of Addendum to the Special Olympics Partnership Agreement**

Ms. Becky Higgins, Recreation Director, on May 1, 2018 the Board approved an Agreement with the Special Olympics Indiana Monroe County (SOIN-MC), to support athletic opportunities for community members with developmental disabilities. Staff recommends the approval of this Addendum, as the burden to provide insurance at the requested level, was determined to make the program not affordable for SOIN-MC. Both parties agree to the following change: to modify Article 9 of the Agreement to remove “even if caused by the negligence of releases”. All other terms of the Agreement are still intact.

Mr. Joe Hoffmann made a motion to approve the addendum to the Special Olympics Partnership Agreement. Mr. Les Coyne seconded the motion. Motion unanimously carried.

### **C-3 Review/Approval of Partnership Agreement with Monroe County Fairgrounds and Wonderlab for the Bloomington Pumpkin Launch**

Mr. Bill Ream, Community Events Coordinator, the Department, Monroe County Fairgrounds and Wonderlab desire to cooperate in the provision of a community event called the Bloomington Pumpkin Launch for the general public. This Agreement outlines services provided by each partners. The event will be held at the Monroe County Fairground on Saturday, October 27<sup>th</sup>, from 11:00am – 4:00pm, and is designed to create an affordable and family-friendly fun way for the community to celebrate autumn.

Mr. Joe Hoffmann made a motion to approve the partnership agreement with Monroe County Fairgrounds and Wonderlab for the Bloomington Pumpkin Launch. Mr. Les Coyne seconded the motion. Motion unanimously carried.

### **C-4 Review/Approval of Vendor Contract Template for Holiday Market Artist**

Ms. Crystal Ritter, Community Events Coordinator staff recommends the approval of the 2018 Holiday Market Exhibitor Agreement for the 2018 Holiday Market. This Agreement outlines the expectations and policies for both parties. The event will be held the Saturday, following the Thanksgiving Holiday. There have been no significant changes made to the contract.

Mr. Joe Hoffmann made a motion to approve the contract template for the Holiday Market artist. Mr. Les Coyne seconded the motion. Motion unanimously carried.

### **C-5 Review/Approval of Vendor Contract Template for Holiday Market Local Product**

Ms. Sarah Mullin, Market Master Specialist staff recommends the approval of the 2018 Holiday Market Local Product Vendor Agreement for the 2018 Holiday Market. This agreement outlines the expectations and policies for both parties. The event will be held the Saturday, following the Thanksgiving Holiday.

Mr. Joe Hoffmann made a motion to approve the contract template for the Holiday Market local product. Mr. Les Coyne seconded the motion. Motion unanimously carried.

### **C-6 Review/Approval of Contract for Holiday Market Carriage Rides**

Ms. Leslie Brinson, Community Events Manager, the Department wishes to offer affordable carriage rides to the community at the Holiday Market. The Department is in need of a vendor to provide two horse-drawn carriages for five hours of carriage rides on Saturday, November 24th. Staff recommends the approval of this contract with Newsom's Carriage & Sleigh, all fees and expenses are not to exceed \$1,300.00.

Mr. Joe Hoffmann made a motion to approve the contract for Holiday Market carriage rides. Mr. Les Coyne seconded the motion. Motion unanimously carried.

#### **C-7 Review/Approval of Partnership Agreement with Jumpstart Sports**

Mr. Erik Pearson, Program/Facility Coordinator, the Department wishes to offer preschool sports programs and summer sports camps that are necessary for the positive development and well-being of the community. By combining resources, the Partnership will result in increasing the quality of preschool sports programs offered to the community. Allowing more Bloomington families to participate in programs that focus on introducing sports to children in an instruction based, fun environment. Staff recommends the approval of this Partnership with Jumpstart Sports.

Mr. Joe Hoffmann made a motion to approve the partnership agreement with Jumpstart Sports. Mr. Les Coyne seconded the motion. Motion unanimously carried.

#### **C-8 Review/Approval of Partnership Agreement with Bloomington Soccer, LLC**

Mr. Mark Sterner, General Manager, Twin Lakes Recreation Center, the Department wishes to provide an opportunity for the community to participate in specialized recreation programs that are designed to meet the needs of youth and adults in the community, to promote health and well-being. By combining the resources of both parties, the community will be offered an affordable and effective program designed to provide developmental soccer programs, and recreational soccer leagues. Staff recommends the approval of this Partnership with Bloomington Soccer, LLC.

Mr. Joe Hoffmann made a motion to approve the partnership agreement with Bloomington Soccer, LLC. Mr. Les Coyne seconded the motion. Motion unanimously carried.

#### **C-9 Review/Approval of Contract with Bluestone, LLC for Tree Removal**

Mr. John Turnbull, Division Director Sports, the department wishes to have dead trees, and trees compromising tree and green health removed at Cascades Golf Course. The department requires the services of a professional consultant in order to perform the tree removals. Due to time and risk factors Park staff is unable to complete this project. Two quotes were received, with Bluestone, LLC being the lowest. Staff recommends the approval of this contract in the amount of \$11,800.

Mr. Joe Hoffmann made a motion to approve the contract with Bluestone, LLC. Mr. Les Coyne seconded the motion. Motion unanimously carried.

#### **C-10 Review/Approval of Reinstatement of the Cascades Golf Course Advisory Council**

Mr. John Turnbull, Division Director Sports, due to several large projects and changes at Cascades Golf Course, the department wishes to reinstate the Golf Advisory Council. The golf advisory council was formulated in 1990's, due to lack of participation and need, the council was disbanded in 2004. Due to the size and number of projects, the advisory council could be engaged for approximately 3-6 years. Staff believes input from customers and citizens would be beneficial to the future of Cascades Golf Course.

Mr. Joe Hoffmann made a motion to approve the reinstatement of the Cascades Golf Course Advisory Council. Mr. Les Coyne seconded the motion. Motion unanimously carried.

#### **C-11 Review/Approval of Fee Waiver for Parks Foundation Golf Outing**

Mr. John Turnbull, Sports Director, staff recommends the waiving of cart and green fees for the 23rd Annual Parks and Recreation Foundation Don Brineman Golf Scramble, to be held on Wednesday, October 3, 2018. This event is the primary fund raiser for the Bloomington Parks Foundation which supports the Lloyd Olcott Youth Endowment Fund. This tournament generally raises between \$7,000 and \$10,000 in scholarship funding. Providing assistance to community youth with financial needs, giving them the opportunity to participate in some Parks programs.

Mr. Joe Hoffmann made a motion to approve the fee waiver for Parks Foundation Golf Outing. Mr. Les Coyne seconded the motion. Motion unanimously carried.

**C-12 Review/Approval of Contract with Bledsoe Riggert Cooper James**

Ms. Joanna Sparks, City Landscaper, to allow for accurate planning of future activities, the department wishes to perform a boundary survey at White Oak Cemetery. The department requires the services of a professional contractor to perform and verify property boundaries on all sides of White Oak Cemetery. Staff recommends the approval of this contract with Bledsoe Riggert Cooper James in the amount of \$3,500.

Mr. Joe Hoffmann made a motion to approve the contract with Bledsoe Riggert Cooper James. Mr. Les Coyne seconded the motion. Motion unanimously carried.

**C-13 Review/Approval of Contract with ECO Logic, LLC**

Ms. Joanna Sparks, to create an esthetically pleasing site for the community, and a healthy environment for plant pollinators, the department wishes to create a Vegetation Management Plan for Miller-Showers Park. The department requires the services of a professional consultant to create a 5 year management plan for the native plantings at Miller Showers Park. Staff recommends this contract with Eco Logic, LLC in the amount of \$4,185.00.

*The Board requested,* for ECO Logic to create a statement, regarding the purpose of this area.

*Ms. Sparks responded,* the request would be made. This area is a native landscape full of life, and a vessel to capture storm water from that sector of Bloomington. The storm water is rich in nutrients, and is used by the staff to water landscaping and turf throughout the city.

Mr. Joe Hoffmann made a motion to approve the contract with ECO Logic, LLC. Mr. Les Coyne seconded the motion. Motion unanimously carried.

**C-14 Review/Approval of Contract with Monroe/Owen Appraisal, Inc.**

Mr. Steve Cotter, Natural Resources Manager, a land owner has generously offered to donate a 20-acre property adjacent to Griffy Lake Nature Preserve. The department wishes to determine the property value, and requires the services of a professional consultant to appraise real estate property located at 3255 N Russell Road, Parcel #53-01-22-200-000.000-004. Staff recommends the approval of this contract with Monroe/Owen Appraisal, Inc. in the amount of \$600.00.

Mr. Joe Hoffmann made a motion to approve the contract with Monroe/Owen Appraisal, Inc. Mr. Les Coyne seconded the motion. Motion unanimously carried.

**D REPORTS**

**D-1. Administrative Division**

*Ms. Paula McDevitt, Administrator* in April 2018 the Board signed a contract with PROS Consulting Inc. to conduct an organization development plan for the department. Mr. Austin Hochstetler, PROS Consulting, Inc., is here to present the final report.

*Mr. Austin Hochstetler, PROS Consulting Inc. approached the podium.*

Mr. Hochstetler presented the Organization Review Final Report.

**Goals**

To develop an organization 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.

**Project Goals**

- To examine national and local recreation trends and how they apply to Switchyard Park and overall to the Department.
- To examine the Department's capacity as a whole, and implication that capacity has for Switchyard Park.
- To develop a program plan for Switchyard Park, for informal and formal use.

- To establish a sustainable framework that will withstand future budget parameters.

## **Process**

### *Staffing Trends*

- Staffing has remained level since 1993
- Since 2015 alone ~ 30 miles of parks and trails have been added, ~15,600ft<sup>2</sup> of landscape beds added, and numerous sidewalks and side paths added for snow removal.

### *Programming Trends*

- Community events are popular
- Overall participation has increased over the last three years.

## **SWOT Analysis**

### *Strength*

- Knowledgeable staff
- Longevity and institutional knowledge
- Strong park visitation/usage
- Community understands what the Department is trying to do.

### *Weakness*

- Challenges communicating outside the Division-unfamiliarity
- Challenges working within the Department-unfamiliarity
- Seasonal retention and staffing for future growth
- Maintaining facility standards

### *Opportunity*

- Maintenance
- Programing
- Marketing
- Special use permits and special event coordination
- Succession planning
- Competition among other Bloomington Parks and Recreation facilities
- Consistent standards, branding, and marketing

### *Threat*

- User behavior changes
- City processes
- Job management
- Budget impacts

### *Lines of Service (staff time spent)*

- 9% - General parks maintenance
- 9% - Windshield time/travel
- 8% - Meetings/training/misc.
- 7% - City urban forestry
- 6% - Personnel management
- 6% - Parks urban forestry
- 6% - Repair/vandalism/graffiti

## **Key Findings**

### *Facility/Amenity Matrix – Staffing Model*

- 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 Assumptions*

- Primary Programs are reservations/permits, programs, and special events
- Five full-time employees will be required for operations of the Switchyard Park
- 2,880 man-hours of part-time staffing will supplement full-time staff

- A third-party contractor will be responsible for the routine landscaping bed and mowing maintenance in the park at an annual cost of \$1.50 per ft<sup>2</sup> for landscaping 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.

#### *Pro Forma*

- Revenue – 1<sup>st</sup> yr. – \$303,907/ 2<sup>nd</sup> yr. – \$316,063/ 3<sup>rd</sup> yr. – \$328,706/ 4<sup>th</sup> yr. – \$341,854/ 5<sup>th</sup> yr. – \$533,528/ 6<sup>th</sup> yr. – \$369,749
- Expenditures – 1<sup>st</sup> yr. – \$838,321/ 2<sup>nd</sup> yr. – \$855,078/ 3<sup>rd</sup> yr. – \$872,179/ 4<sup>th</sup> yr. – \$889,623/ 5<sup>th</sup> yr. \$907,415/ 6<sup>th</sup> yr. – \$925,564
- Annual Net Gain/Loss – 1<sup>st</sup> yr. – (\$534,405)/ 2<sup>nd</sup> yr. – (\$539,015)/ 3<sup>rd</sup> yr. – (\$543,747)/ 4<sup>th</sup> yr. – (\$547,769) 5<sup>th</sup> yr. – (\$551,887)/ 6<sup>th</sup> yr. – (\$555,814)
- Total Cost Recovery – 1<sup>st</sup> yr. – 36%/ 2<sup>nd</sup> yr. – 37%/ 3<sup>rd</sup> yr. – 38%/ 4<sup>th</sup> yr. – 38%/ 5<sup>th</sup> yr. – 39%/ 6<sup>th</sup> yr. – 40%

### **Discussion/Implementation**

#### *Observations and Recommendations*

- Stretched operation staffing base
- Internal capacity can be increased via staff competency development (especially for sports administration, and recreation divisions)
- Additional staffing is required to maximize Switchyard Park's financial potential
- Streamline activities that exhibit overlap between divisions.
- Continually analyze national, regional, and local trends for applicability to Switchyard Park and the system in general
- 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 existing conditions and implications of park development

The Board inquired, at the national level and regional level, two of the top three trends were community gathering opportunities. The way parks has provided this in the past is fading, how do we replace these type of gatherings? What is a social recreation event? We should be more conscious and explicate of community gathering opportunities being a goal of the department.

Mr. Hochstetler responded, there is a lot of similar terminology. Most agencies delineate the two by, special events having a fee attached, movies or concerts. Social events are spaces where people can gather for free, like a beer garden, or farmers market.

D-2 Recreations Division – None

D-3 Operations Division – Aquatic Vegetation Management Report

Leif Willey, Lake and Special Project Supervisor approached the podium and presented the Plan Review & Update

#### **LARE Review**

- State funds received from fee on boat registration
- Administered by IDNR/Division Fish & Wildlife/Lake & Rive Enhancement Program (LARE)
  - Watershed/shoreline improvements
  - Dredging
  - Log Jam Removal
  - Invasive plant control
- Must be a public waterbody
- Must have a sponsor and typically a % match involved with grants
- \$11,600 Grant for 2018
  - Treatment, surveys, AVMP update

#### **Aquatic Plant Ecology Review**

- Most aquatic plants occur naturally in lakes
  - Seed or fragment introduction
  - Sunlight
  - Proper Substrate
  - Nutrients
- Most aquatic plants are beneficial to your lake
  - Reduce erosion
  - Cover for fish and invertebrates
  - Improve water quality/clarity
  - Food for waterfowl
- Type of plants in lake often determined by water quality/clarity
- Some species can lead to nuisance conditions or create ecological problems

#### **Eurasian watermilfoil (EWM) *Myriophyllum spicatum***

- Invasive non-native submersed plant
- Competes with native species for space and light
- Spreads through fragmentation
- Can be detrimental to lake ecosystem

#### **Brazilian elodea *Egeria densa***

- Invasive non-native submersed plant
- Forms dense monocultures which can impede boating, fishing, and limit native growth
- Only reproduction in US through vegetative fragments
- Eradicated from Griffy in 2010

#### **Griffy Lake Plant Management History**

- Milfoil weevils stocked in early 2000's
- Brazilian elodea eradication treatments 2006 & 2007
  - Signage posted at ramp
  - Education effort
- Curlyleaf pondweed treatments in 2008
- Eurasian watermilfoil treatments in 2009
- Dredging and lake lowering 2010
  - No EWM treatments 2010-2015

#### **Griffy Lake Vegetation Management 2018**

- LARE
  - Awarded IDNR LARE grant of \$2,800 for surveying and plan update
  - Two plant surveys
    - Spring Invasive
    - Late summer T2 and Invasive
  - Updated plan finalized by March 1, 2019
  - Will allow for eligibility for plant management grant in 2019, if needed
  - Spring survey (April 24)
    - 20.6 acres of Eurasian watermilfoil mapped
    - Good clarity for a southern IN reservoir

#### **Summer 2018 Survey (Tier 2)**

- Completed July 31<sup>st</sup>
- EWM covering 8 acres and present at 8% of Tier 2 survey sites
  - 10% or less is goal
- Coontail most frequently collected species
  - 40% frequency of occurrence
- Sechi of 5.5 ft.
  - Lower than normal
  - Poor weather conditions during survey

#### **Recommended Future Actions**

- Continue with surveys

- Invasive survey spring & summer (potentially LARE funded)
  - Summer survey 1 month after treatment
- Tier 2 late summer (potentially LARE funded)
- Spring invasive EWM treatment with selective/systemic EPA approved aquatic herbicide\*\*
  - Earlier treatment helps selectivity
  - Cost can vary from \$200-\$500+/acre depending on herbicide selected
- Continue with public meetings and plan updates (potentially LARE funded)
- Continue to work to improve shoreline stabilization and watershed improvements (potentially LARE funded)
- Monitor boats entering and leaving lake

#### **Recommended Future Actions\*\***

- Currently limited to use of Navigate granular 2,4-D Herbicide
  - City has restrictions on herbicides that can be used
  - Caution signal word
  - Has been effective, but results could be better and lower cost
- 2018 registration of ProcellaCOR (Research and registration process began 2010)
  - Highly selective, effective milfoil herbicide
  - Use rates 100x – 1000x lower than current standards milfoil treatments
    - Reduces exposure
  - Caution Signal word
  - USEPA Ecological Risk Assessment – confirmed reduces risk classification
    - No risk concerns for non-target wildlife
    - Practically non-toxic to birds, bees, reptiles, amphibians, mollusks, mammals
    - 1-2 day half-life

#### **ProcellaCOR**

- Evaluated in several sites this past year
  - Lake Lemon (DNR permit), White River (IDNR and IDEM permit), numerous private pods
- Excellent control of EWM
  - Low use rates 1-3 PDU per treatment acre-foot (2-6ppb)
    - Prescription Dose Unit (3.2 fl. Oz)
    - Applying Navigate at 2ppm
  - Exceptional selectivity
- Cost
  - Similar to or cheaper than Navigate application
    - Less product needed, less labor involved

#### **Remaining LARE Program Steps**

- Permit meeting with biologist (2018)?
  - Done over email in the past
- Draft Aquatic Vegetation Management Plan due Nov. 15
- Submit grant application by Jan. 15
- Submit permit application by Feb. 1
- LARE awards grants in late Feb/early March
- Send out bid requests in March
- Decide on contractor by late March/early April

D-4 Sports – None

#### **ADJOURNMENT**

Meeting adjourned at 5:30 p.m.

Respectfully Submitted,




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Kim Clapp, Secretary Board of Park Commissioners



**A-1**  
**10-23-2018**

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Board of Park Commissioners  
Special Meeting Minutes

Thursday, October 4, 2018  
4:00 p.m. – 4:17 p.m.

McCloskey – City Hall  
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. Joseph Hoffman, and Ms. Darcie Fawcett

**Staff Present:** Ms. Paula McDevitt, Mr. Dave Williams, Ms. Kim Clapp, Mr. Steve Cotter, and Ms. Joanna Sparks

**A. CONSENT CALENDAR** - None

**B. PUBLIC HEARINGS/APPEARANCES**

**B-1. Public Comment Period** – None

**C. OTHER BUSINESS**

**C-1. Review/Approval of Community Hunting Access Program Coordination Agreement with White Buffalo, Inc.**

Mr. Steve Cotter, Natural Resources Manager, staff wishes to manage the deer population at Griffy Lake Nature Preserve. The Indiana Department of Natural Resources has invited the department to participate in their Community Hunting Access Program (CHAP). The Department requires the services of a professional consultant in order to coordinate the hunt, recruit and train hunters, facilitate removal of harvested deer, and submit a report with hunt results and recommendations. Staff recommends the approval of this contract with White Buffalo, Inc., in an amount not to exceed \$25,000. The Department is eligible for up to \$16,250 in CHAP funding to assist with the cost of the hunt.

Mr. Joe Hoffmann made a motion to approve the contract with White Buffalo, Inc. Ms. Darcie Fawcett seconded the motion. Motion unanimously carried.

*The Board inquired*, if this information has been shared with Veteran programs, and how many hunters are you anticipating?

*Mr. Cotter responded*, staff will try to reach out to Veteran programs. Over the six day hunt, there will be 220 hunting opportunities, 35 to 40 hunters are anticipated.

Mr. Joe Hoffmann made a motion to approve the Community Hunting Access Program contract with White Buffalo, Inc. Ms. Darcie Fawcett seconded the motion. Motion unanimously carried.

**C 2. Review/Approval of Easements for Duke Energy Overhead Electric Line Burial – Switchyard Park**

Mr. Dave Williams, Operations Director, the Department wishes to have the overhead electric lines buried at Switchyard Park. Staff recommends the Board grant Duke Energy two perpetual, non-exclusive easements to construct,



reconstruct, operate, patrol, maintain, repair, replace, relocate, add to , modify and remove, electric, and/or telecommunications line or lines, and all necessary equipment, for the underground, transmission and distribution of electrical energy, and technological purposes at the Switchyard Park. Pt. Parcel #53-08-08-100-700.000-009 and Pt. Parcel #53-08-09-207-019.000-009.

*The Board inquired*, if cabling for other services would be completed at the same time.

*Mr. Williams responded*, no that will be handled by the IT Department. They have an allocation in the budget to work with their subcontractors for this type of installation.

Mr. Joe Hoffmann made a motion to approve two easements to Duke Energy at Switchyard Park. Ms. Darcie Fawcett seconded the motion. Motion unanimously carried.

### **C-3 Review/Approval of Vegetation Management on the Bloomington Rail Trail**

Ms. Joanna Sparks, City Landscaper, for visibility and safety the Department wishes to control invasive plant species along the Bloomington Rail Trail. The Department requires the services of a professional consultant to control invasive purple wintercreeper following the initial clearing operations. The targeted species and any other susceptible invasive shrubs will be sprayed with a solution of 2.5% - 3% Triclopyr 3. Staff recommends the approval of this contract with Eco Logic, LLC in the amount of \$5911.68.

Mr. Joe Hoffmann made a motion to approve the partnership agreement with Eco Logic, LLC. Ms. Darcie Fawcett seconded the motion. Motion unanimously carried.

### **C-4 Review/Approval of Addendum to with Eco Logic, LLC.**

Mr. Steve Cotter, Natural Resource Manager, on April 10, 2018 the Department entered into a contract with Eco Logic, LLC, to provide plant data along 12 research transects in the Griffy Lake Nature Preserve. The goal of this project was to measure whether the 2017 deer cull was successful and to determine the level of deer browse pressure. Staff recommends the approval of this Addendum that will add the following to the scope of service: to analyze and interpret the collected data and make recommendation for future monitoring methods and deer management. The schedule for this project will be extended to November 23, 2018, and compensation will be increased by \$2,500.

Mr. Joe Hoffmann made a motion to approve the Addendum with Eco Logic, LLC. Ms. Darcie Fawcett seconded the motion. Motion unanimously carried.

### **D REPORTS** - None

### **ADJOURNMENT**

Meeting adjourned at 4:17 p.m.

Respectfully Submitted,



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Kim Clapp, Secretary Board of Park Commissioners



# Journal Edit Listing

Sort By Entry

Department	Number	Journal Type	Sub Ledger	G/L Date	Description	Source	Reference	Reclassification	Journal Type
Parks - Parks & Recreation	2018-00016211	BA	GL	10/12/2018	Budget Amendment				
G/L Date	G/L Account Number	Account Description	Description	Source	Increase Amount	Decrease Amount			
10/12/2018	201-18-184500-51120	Salaries and Wages - Temporary	Budget Amendment		1,500.00	.00			
10/12/2018	201-18-184500-51210	FICA	Budget Amendment		150.00	.00			
10/12/2018	201-18-184500-53940	Temporary Contractual Employee	Budget Amendment		273.00	.00			
10/12/2018	201-18-184500-53990	Other Services and Charges	Budget Amendment		11,225.00	.00			
10/12/2018	201-18-184501-53230	Travel	Budget Amendment		575.00	.00			
10/12/2018	201-18-186500-52420	Other Supplies	Budget Amendment		1,200.00	.00			
10/12/2018	201-18-186500-53230	Travel	Budget Amendment		1,600.00	.00			
10/12/2018	201-18-186500-53830	Bank Charges	Budget Amendment		200.00	.00			
10/12/2018	201-18-186500-53940	Temporary Contractual Employee	Budget Amendment		350.00	.00			
10/12/2018	201-18-186500-53990	Other Services and Charges	Budget Amendment		1,200.00	.00			
10/12/2018	201-18-186502-51120	Salaries and Wages - Temporary	Budget Amendment		3,500.00	.00			
10/12/2018	201-18-186502-51210	FICA	Budget Amendment		200.00	.00			
10/12/2018	201-18-186503-53990	Other Services and Charges	Budget Amendment		8,000.00	.00			
10/12/2018	201-18-186506-53990	Other Services and Charges	Budget Amendment		184.00	.00			
10/12/2018	201-18-186507-52420	Other Supplies	Budget Amendment		60.00	.00			
					Number of Entries: 15	\$30,217.00	\$0.00		



# Journal Edit Listing

Sort By Entry

Department	Number	Journal Type	Sub Ledger	G/L Date	Description	Source	Reference	Reclassification	Journal Type
Parks - Parks & Recreation	2018-00016488	BA	GL	10/18/2018	Budget Amendment				
<i>G/L Date</i>	<i>G/L Account Number</i>	<i>Account Description</i>			<i>Description</i>	<i>Source</i>	<i>Increase Amount</i>		<i>Decrease Amount</i>
10/18/2018	201-18-187503-51120	Salaries and Wages - Temporary			Budget Amendment		4,645.00		.00
10/18/2018	201-18-187503-51210	FICA			Budget Amendment		356.00		.00
Number of Entries: 2							<u>\$5,001.00</u>		<u>\$ .00</u>

REVENUES AND EXPENSES: COMPARISON REPORT								
Expenses	2017	2017	2017	2017	2018	2018	2018	
September-18	Total	Actual	Expenses	% of Expenses	Total	Expenses	% of Expenses	
	Expense	Expenses	as of	Spent	Expense	as of	Spent	%
	Budget	for Year	September	to date	Budget	September	to date	change
<b>General Fund</b>								
Administration	750,594	739,993	624,367	84.37%	621,831	527,199	84.78%	-15.56%
Health & Wellness	105,197	97,753	77,609	79.39%	105,923	80,616	73.27%	3.87%
Community Relations	423,303	378,011	290,194	76.77%	416,453	305,953	69.68%	5.43%
Aquatics	330,688	297,537	269,377	90.54%	328,839	265,918	80.87%	-1.28%
Frank Southern Center	341,117	338,165	221,123	65.39%	359,800	221,875	61.67%	0.34%
Golf Services	885,638	864,187	716,368	82.90%	935,271	797,870	85.31%	11.38%
Natural Resources	370,961	320,835	248,887	77.57%	392,366	281,148	71.65%	12.96%
Youth Programs	59,844	55,165	41,622	75.45%	60,195	46,675	77.54%	12.14%
TLRC	282,216	280,198	214,965	76.72%	284,750	217,307	76.31%	1.09%
Community Events	384,284	347,783	260,972	75.04%	414,238	314,543	75.93%	20.53%
Adult Sports	288,431	266,304	206,517	77.55%	323,760	222,123	68.61%	7.56%
Youth Sports	267,398	267,488	219,035	81.89%	271,744	251,211	92.44%	14.69%
BBCC	304,977	275,756	225,420	81.75%	289,803	246,277	84.98%	9.25%
Inclusive Recreation	72,632	73,771	58,991	79.96%	78,403	62,808	80.11%	6.47%
Operations	1,546,438	1,434,103	1,069,661	74.59%	1,890,127	1,222,819	64.70%	14.32%
Landscaping	283,362	227,841	168,500	73.96%	311,041	207,018	66.56%	22.86%
Cemeteries	173,285	162,628	125,738	77.32%	182,605	139,556	76.42%	10.99%
Urban Forestry	400,381	386,720	302,536	78.23%	585,324	310,681	53.08%	2.69%
<b>General Fund total:</b>	<b>7,270,746</b>	<b>6,814,238</b>	<b>5,341,882</b>	<b>78.39%</b>	<b>7,852,474</b>	<b>5,721,596</b>	<b>72.86%</b>	<b>7.11%</b>
<b>Non-Reverting Fund</b>								
Administration	27,640	3,328	2,553	76.72%	14,650	6,448	44.01%	152.50%
Health & Wellness	1,914	1,172	876	74.72%	1,240	143	11.50%	-83.72%
Community Relations	4,650	1,465	465	31.74%	4,650	1,848	39.74%	0.00%
Aquatics	64,433	38,939	37,807	97.09%	69,543	65,868	94.72%	74.22%
Frank Southern Center	94,423	77,769	40,205	51.70%	97,498	49,654	50.93%	23.50%
Golf Services	126,105	98,300	90,422	91.99%	133,709	83,297	62.30%	-7.88%
Natural Resources	50,992	23,820	21,751	91.31%	53,485	57,861	108.18%	0.00%
Youth Programs	178,521	198,464	181,201	91.30%	209,805	204,305	97.38%	12.75%
*TLRC - day to day	970,663	835,622	325,056	38.90%	470,943	328,212	69.69%	0.97%
Community Events	190,881	166,067	128,564	77.42%	181,069	126,098	69.64%	-1.92%
Adult Sports	230,225	164,008	147,949	90.21%	199,830	139,632	69.88%	-5.62%
Youth Sports	26,845	19,068	17,186	90.13%	18,754	7,469	39.83%	-56.54%
BBCC	25,403	44,054	35,919	81.53%	15,892	11,512	72.44%	-67.95%
Inclusive Recreation	0	0	0	0.00%	0	0	0.00%	0.00%
Operations	19,195	56,104	55,971	99.76%	52,861	55,763	105.49%	-0.37%
Dog Park	0	0	0	0.00%	0	0	0.00%	0.00%
Switchyard	14,800	32,436	26,133	80.57%	12,877	12,044	93.54%	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%
<b>N-R Fund subtotal:</b>	<b>2,026,690</b>	<b>1,760,617</b>	<b>1,113,301</b>	<b>63.23%</b>	<b>1,541,556</b>	<b>1,155,603</b>	<b>74.96%</b>	<b>3.80%</b>
TLRC - bond	539,104	539,104	538,635	99.91%	671,946	671,945	100.00%	0.00%
<b>N-R Fund total:</b>	<b>2,565,794</b>	<b>2,299,721</b>	<b>1,651,936</b>	<b>71.83%</b>	<b>2,213,502</b>	<b>1,827,548</b>	<b>82.56%</b>	<b>10.63%</b>
<b>Other Misc Funds</b>								
MCCSC 21st Com Learn Cnt G	29,950	41,391	29,881		884	28,589		
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	4,318			109		
Griffy Lake Nature Day		5,137	5,107	99.41%		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	3,707	96.52%		5,568	0.00%	0.00%
Banneker Nature Day		0	0			4,472		
DNR Grant		0	17,286	0.00%		0	0.00%	0.00%
Kaboom Play			0		451	451		
Youth & Adolescent Phy Act						6,290		
Goat Farm		1,777	1,777			0		
Giffy LARE		17,286	0			13,006		
<b>Other Misc Funds total:</b>	<b>41,065</b>	<b>273,367</b>	<b>280,757</b>	<b>102.70%</b>	<b>12,450</b>	<b>79,152</b>	<b>635.78%</b>	<b>0.00%</b>
<b>TOTAL ALL FUNDS</b>	<b>9,877,604</b>	<b>9,387,327</b>	<b>7,274,575</b>	<b>77.49%</b>	<b>10,078,425</b>	<b>7,628,296</b>	<b>75.69%</b>	<b>4.86%</b>

REVENUES AND EXPENSES: COMPARISON REPORT								
Revenues September 2018								
	2017	2017	2017	2017	2018	2018	2018	
	Projected	Actual	Revenue	% of Revenue	Projected	Revenue	% of Revenue	
	Revenue	Revenue	as of	Collected	Revenue	as of	Collected	%
	Budget	for year	September	to date	for year	September	to date	change
<b>General Fund</b>								
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	191,572	98.49%	168,000	201,070	119.68%	4.96%
Frank Southern	219,900	184,531	112,425	60.92%	224,900	127,063	56.50%	13.02%
Golf Services	568,500	542,711	480,184	88.48%	526,700	502,521	95.41%	4.65%
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	12,105	98.10%	10,700	11,955	111.73%	-1.24%
Adult Sports	78,000	63,772	63,772	100.00%	71,000	57,603	81.13%	-9.67%
Youth Sports	33,900	28,995	25,721	88.71%	32,000	22,446	70.14%	-12.73%
BBCC	12,000	12,223	7,303	59.75%	11,000	8,840	80.36%	21.04%
Operations	0	25	25	100.00%	0	0	0.00%	0.00%
Landscaping	0	0	0	0.00%	0	0	0.00%	0.00%
Cemeteries	39,700	26,833	21,483	80.06%	31,050	29,175	93.96%	35.81%
Urban Forestry		0	0	0.00%		30	0.00%	0.00%
G17011 Urban Forestry		12,000	12,000			0	0.00%	
<b>Subtotal Program Rev</b>	<b>1,116,700</b>	<b>1,067,902</b>	<b>928,115</b>	<b>86.91%</b>	<b>1,075,850</b>	<b>961,516</b>	<b>89.37%</b>	<b>3.60%</b>
<b>General Fund Total</b>	<b>7,146,750</b>	<b>7,133,007</b>	<b>6,958,165</b>	<b>97.55%</b>	<b>7,334,370</b>	<b>7,220,036</b>	<b>98.44%</b>	<b>3.76%</b>
<b>Non-Reverting Fund</b>								
Administration	40,650	36,327	23,939	65.90%	40,600	22,179	54.63%	-7.35%
Health & Wellness	3,550	3,124	1,564	50.05%	2,739	1,839	67.12%	17.59%
Community Relations	4,650	3,000	2,000	66.67%	4,650	2,789	59.97%	39.43%
Aquatics	126,373	113,789	112,563	98.92%	122,700	90,819	74.02%	-19.32%
Frank Southern	153,400	126,988	46,908	36.94%	151,900	51,842	34.13%	10.52%
Golf Services	151,300	163,579	126,037	77.05%	158,500	120,542	76.05%	-4.36%
Natural Resources	58,525	70,821	67,436	95.22%	60,890	64,917	106.61%	-3.74%
Youth Programs	189,866	218,910	187,547	85.67%	215,060	222,585	103.50%	18.68%
*TLRC -Operational	782,329	750,934	559,830	74.55%	763,029	563,463	73.85%	0.65%
Community Events	191,760	214,892	175,299	81.58%	193,752	172,871	89.22%	-1.39%
Adult Sports	216,500	147,655	140,364	95.06%	207,000	137,241	66.30%	-2.23%
Youth Sports	25,000	25,624	25,051	97.76%	19,500	10,208	52.35%	-59.25%
BBCC	29,420	59,280	23,660	39.91%	5,150	18,378	356.85%	-22.33%
Operations	51,640	57,121	49,658	86.94%	56,440	91,509	162.13%	84.28%
Dog Park	400	0	0	0.00%	400	0	0.00%	0.00%
Switchyard (CCC Propt)	82,800	73,736	65,082	88.26%	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	16,254	174.77%	942.30%
<b>N-R Fund subtotal:</b>	<b>2,117,463</b>	<b>2,083,690</b>	<b>1,608,497</b>	<b>77.19%</b>	<b>2,011,610</b>	<b>1,587,434</b>	<b>78.91%</b>	<b>-1.31%</b>
<b>Other Misc Funds</b>								
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	0			15,000		
G15009 Griffy Nature Days		4,988	4,988			0		
(902) Rose Hill Trust		445	308			486		
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		
<b>Other Misc Funds total:</b>	<b>0</b>	<b>300,258</b>	<b>97,046</b>		<b>87,864</b>	<b>82,167</b>		
<b>TOTAL ALL FUNDS</b>	<b>9,264,213</b>	<b>9,516,954</b>	<b>8,663,708</b>	<b>91.03%</b>	<b>9,433,844</b>	<b>8,889,637</b>	<b>94.23%</b>	<b>2.61%</b>

	<b>Non-Reverting Cash Balances</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>	<b>7</b>
		<b>Beginning</b>	<b>Revenue</b>	<b>Other</b>	<b>Expenses</b>	<b>Expenses</b>	<b>Current Year ONLY</b>	<b>Accumulated</b>
		<b>Balance</b>	<b>as of</b>	<b>Misc.</b>	<b>as of</b>	<b>from</b>	<b>Revenue</b>	<b>Balance</b>
		<b>1/1/2018</b>	<b>10/17/2018</b>	<b>revenue</b>	<b>10/17/2018</b>	<b>RESERVE *</b>	<b>Expense</b>	
							<b>Over/Under</b>	
						<b>see explanation below*</b>	<b>(does not include expenses taken from RESERVE)</b>	<b>THIS IS THE TOTAL ACCUMULATED AMOUNT</b>
181000	Administration	200,804.78	22,440.02		6,447.51	0.00	<b>15,992.51</b>	216,797.29
181001	Health & Wellness	7,379.62	1,918.50		142.56	0.00	<b>1,775.94</b>	9,155.56
181100	Community Relations	34,889.04	2,788.53		2,247.70	0.00	<b>540.83</b>	35,429.87
182001	Aquatics	389,566.90	90,740.16		68,051.97	0.00	<b>22,688.19</b>	412,255.09
182500	Frank Southern Center	175,036.20	75,627.01		52,826.50	0.00	<b>22,800.51</b>	197,836.71
183500	Golf Course	208,121.70	126,089.99		89,569.36	0.00	<b>36,520.63</b>	244,642.33
184000	Natural Resources	248,977.29	66,803.91		58,315.01	0.00	<b>8,488.90</b>	257,466.19
184500	Allison Jukebox	170,562.07	224,333.31		205,603.20	0.00	<b>18,730.11</b>	189,292.18
*185000	TLRC	<b>(878,837.80)</b>	532,165.04		1,009,627.54	0.00	<b>(477,462.50)</b>	<b>(1,356,300.30)</b>
185009	TLRC Reserve	569,299.15	66,093.75		0.00	0.00	<b>66,093.75</b>	635,392.90
186500	Community Events	471,824.72	183,440.35		136,423.64	0.00	<b>47,016.71</b>	518,841.43
187001	Adult Sports	74,000.53	141,345.10		144,593.13	0.00	<b>(3,248.03)</b>	70,752.50
187202	Youth Sports	104,401.59	10,235.94		8,092.08	0.00	<b>2,143.86</b>	106,545.45
187209	Skate Park	543.88	0.00		0.00	0.00	<b>0.00</b>	543.88
187500	Benjamin Banneker Comm Center	56,647.65	28,022.79		13,591.57	0.00	<b>14,431.22</b>	71,078.87
189000	Operations	137,207.83	94,320.39		58,362.34	0.00	<b>35,958.05</b>	173,165.88
189005	Dog Park	5,993.79	0.00		0.00	0.00	<b>0.00</b>	5,993.79
**189006	Switchyard Property	230,940.52	0.00		12,065.52	0.00	<b>(12,065.52)</b>	218,875.00
189500	Landscaping	12,704.36	0.00		0.00	0.00	<b>0.00</b>	12,704.36
189501	Cemeteries	1,497.00	0.00		0.00	0.00	<b>0.00</b>	1,497.00
189503	Urban Forestry	7,093.63	16,453.68		5,699.75	0.00	<b>10,753.93</b>	17,847.56
10002.01	Change Fund	0.00	0.00		0.00	0.00	<b>0.00</b>	0.00
201-24105	Deposits	0.00	0.00		0.00	0.00	<b>0.00</b>	0.00
	<b>TOTALS</b>	<b>2,228,654.45</b>	<b>1,682,818.47</b>	<b>0.00</b>	<b>1,871,659.38</b>	<b>0.00</b>	<b>(188,840.91)</b>	<b>2,039,813.54</b>
* In 2017 \$298,280.63 of TLRC Expense is for Bloomington Park District Refunding Bonds								<b>(188,840.91)</b>
** Switchyard Park expenses are paid from 2014 through 2017 Switchyard revenue.								<b>INCREASE/DECREASE FOR THE CURRENT</b>

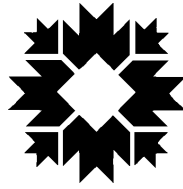
# Bloomington Parks and Recreation Surplus Declaration Form

Oct-18

[illegible]







**CITY OF BLOOMINGTON**  
**parks and recreation**

**STAFF REPORT**

Agenda Item: B-2  
Date: 10/18/2018

Administrator  
Review\Approval  
PM

**TO:** Board of Park Commissioners  
**FROM:** Sarah Owen, Community Relations Coordinator  
**DATE:** October 17, 2018  
**SUBJECT:** **Parks Partner Award—Rundell Ernstberger Associates**

**Recommendation**

The Bloomington Parks and Recreation Department would like to recognize the firm of Rundell Ernstberger Associates (REA) as the recipient of the Parks Partner Award. The Parks Partner Award is a component of the Department's sponsorship program and recognizes our most outstanding collaborators and supporters.

**Background**

The firm of Rundell Ernstberger Associates has a long history of substantial contributions to the Bloomington Parks and Recreation Department. REA not only has been an ongoing sponsor of the popular summer Performing Arts Series and Bloomington Pumpkin Launch, they have also provided our Department the vision for intelligent redesign of our greenspaces.

REA created the Master Plans for the Jackson Creek Trail and Peoples Park. More recently, REA contributed to the Bloomington community with the plans for development of the B-Line Trail, which remains one of our city's most beloved trails.

While REA has been an integral part of many park and trail design project, the biggest project to date is the Master Plan for the largest park development project in our city's history: Switchyard Park. REA brought to life the vision for Switchyard Park, outlining the amenities it will provide for the community and demonstrating how that space can be repurposed to serve its full potential.

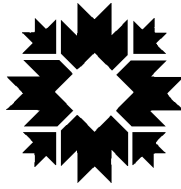
Rundell Ernstberger Associates was established in 1979. The firm features a 25-person team, and they currently have offices based in Indianapolis and Louisville, KY. Their expertise includes landscape architecture, civil engineering, planning, and urban design. They have consulted on various types of projects across multiple states.

Bloomington Parks and Recreation is incredibly grateful to REA for their exceptional work and support over so many years. We are proud to present Rundell Ernstberger Associates with the Parks Partner Award.

**RESPECTFULLY SUBMITTED,**

---

Sarah Owen, Community Relations Coordinator



**CITY OF BLOOMINGTON**  
**parks and recreation**

**STAFF REPORT**

Agenda Item: C-1  
Date: 10/9/2018

Administrator  
Review\Approval  
PM

**TO:** Board of Park Commissioners  
**FROM:** Paula McDevitt, Administrator  
**DATE:** **October 23, 2018**  
**SUBJECT:** **2018 Park District Bonds**

**Recommendation**

Staff recommends the approval of resolutions #18-02 through #18-04 for the issuance of Park District Bonds for Bicentennial Trees & Trails projects.

**Background**

Staff has submitted three (3) resolutions for your consideration, which, if approved, would authorize<sup>1</sup> the issuance of Park District Bonds (collectively “2018 Parks Bonds”). These bonds will fund trails and tree planting projects designed to enhance the physical beauty and recreational value of our community, as our generation’s way of making a positive, long-lasting impact on Bloomington’s future in honor of its Bicentennial.

Bonds are frequently used by municipal governments to pay for large capital improvements that cannot be funded otherwise. The 2018 Parks Bond will be used for the following projects:

1. 7th St Greenway from B-Line Trail to Woodlawn and then Union to the 45/46 bypass. Creating as close as we can get to an East-West B-Line
2. Griffy Lake Loop Trail
3. Cascades Trail, Clubhouse Drive to College
4. RCA/Power Line trail. Connecting Switchyard and west side
5. 4-6 City entryways and tree groves
6. 1,400 street trees replaced
7. 3 blocks of alley enhancements/rebuilds

The bonds will be issued in the approximate amounts of \$3.5 million, \$3.9million and \$3.0 million, to cover these projects. While there is a limit on the amount of debt a municipality may have outstanding at one time, the statute the Parks department was organized under has no statutory limit, meaning that even after the 2018 Parks Bonds are issued the City will retain the flexibility necessary to address a subsequent

urgent infrastructure need. These bonds are being issued as Property Tax bonds and therefore the revenues to repay the bonds will come from property taxes assessed on property owners within the City's boundaries.

If approved, the Parks Department will move forward on these projects to extend and improve trails and plant trees throughout the City to honor Bloomington's past and its future.

More specifics regarding the projects are included in each of the resolutions.

**RESPECTFULLY SUBMITTED,**

A handwritten signature in black ink, reading "Paula McDevitt". The signature is written in a cursive, flowing style. The first name "Paula" is written in a larger, more prominent script, followed by "McDevitt" in a slightly smaller, more compact script. The signature ends with a long, horizontal flourish that extends to the right.

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Paula McDevitt

## RESOLUTION NO. 18-02

### DECLARATORY AND BOND RESOLUTION OF THE BOARD OF PARK COMMISSIONERS OF THE CITY OF BLOOMINGTON APPROVING PROJECTS OF THE PARK DISTRICT OF THE CITY OF BLOOMINGTON, INDIANA AND AUTHORIZING ISSUANCE OF 2018A BONDS FOR THE PURPOSE OF PROVIDING FUNDS TO BE APPLIED TO PAY FOR PROJECTS AND INCIDENTAL EXPENSES IN CONNECTION THEREWITH AND ON ACCOUNT OF THE ISSUANCE OF THE 2018A BONDS

**WHEREAS**, the City of Bloomington, Indiana (the “Unit”) has, by ordinance adopted pursuant to Indiana Code 36-10-4 (the “Act”), established the Board of Park Commissioners of the Unit (“Board”) through its Department of Parks and Recreation which has jurisdiction over the Park District of the Unit (the “District”); and

**WHEREAS**, pursuant to the Act, the Board has considered the issuance of special taxing district bonds of the District to finance certain capital improvements at facilities operated by the City of Bloomington Parks Department including the design, acquisition and construction of (i) improvements along 7<sup>th</sup> Street Greenway, including bike lanes, a greenway trail, multi-use paths from the B-Line Trail to Woodland and Union to the State Road 45/46 Bypass, (ii) trails and land acquisition for easements along the RCA/Power Line trail, and (iii) all related and incidental expenses incurred in connection therewith (the “Project”), and to pay the expenses incurred in connection with or on account of the issuance of the 2018A Bonds to finance the Project; and

**WHEREAS**, the Board has caused general plans for the Project to be prepared and has caused the maximum estimated costs of the Project to be determined; and

**WHEREAS**, the Project constitutes park improvements under the Act and park purposes under Indiana Code 36-10-1; and

**WHEREAS**, the Board deems it advisable to issue the “City of Bloomington, Indiana, Park District Bonds, Series 2018A” (the “2018A Bonds”) in an original aggregate principal amount not to exceed Three Million Four Hundred Thirty-Five Thousand Dollars (\$3,435,000) (the “Authorized Amount”) for the purpose of providing for the payment of (i) costs of the Project, (ii) reimbursement of preliminary expenses related thereto and all incidental expenses incurred in connection therewith, including necessary engineering, design, supervisory and related activities and capitalized interest (all of which are deemed to be a part of the Project), and (iii) the costs of selling and issuing the 2018A Bonds; and

**WHEREAS**, it would be of public utility and benefit and in the best interests of the District and its citizens to pay the costs of the Project and of the sale and issuance of the 2018A Bonds, which will provide special benefits to property owners in the District, such 2018A Bonds to be issued as special taxing district bonds of the District payable from special ad valorem property taxes as described more fully herein; and

**WHEREAS**, the amount of proceeds of the 2018A Bonds allocated to pay costs of the Project, together with estimated investment earnings thereon, does not exceed the cost of the Project as estimated by the Board; and

**WHEREAS**, the Board did not include the proceeds of the 2018A Bonds in the regular budget for the year 2018; and

**WHEREAS**, there are insufficient funds available or provided for in the existing budget and tax levy which may be applied to the cost of the Project, and the issuance of the 2018A Bonds has been authorized to procure the necessary funds and a need exists for the making of the additional appropriation set out herein; and

**WHEREAS**, notice of a hearing on said appropriation has been published as required by law; and

**WHEREAS**, such public hearing was held on October 23, 2018, at 4:00 p.m. (local time) in the Council Chambers at Bloomington City Hall, 401 North Morton Street, Bloomington, Indiana, on said appropriation at which all taxpayers and interested persons had an opportunity to appear and express their views regarding such additional appropriation; and

**WHEREAS**, the Board expects to pay for certain costs of the Project (collectively, the “*Expenditures*”) prior to the issuance of the 2018A Bonds, and to reimburse the Expenditures with the proceeds of the 2018A Bonds; and

**WHEREAS**, the Commission desires to declare its intent to reimburse the Expenditures pursuant to Treas. Reg. § 1.150-2 and Indiana Code §5-1-14-6(c); and

**WHEREAS**, all conditions precedent to the adoption of a resolution authorizing the issuance of the 2018A Bonds have been complied with in accordance with the applicable provisions of the Act.

**NOW, THEREFORE, THE BOARD OF PARK COMMISSIONERS OF THE CITY OF BLOOMINGTON, INDIANA, RESOLVES THE FOLLOWING:**

**SECTION 1. Preliminary Approval of Project.** The Board preliminarily finds that it is necessary for the public health and welfare and will be of public utility and benefit to proceed with the Project.

**SECTION 2. Preliminary Plans and Specifications.** The Board hereby authorizes the President or Vice President of the Board to select the design firm for the Project (the “*Design Firm*”). The Board hereby directs the Design Firm so selected to prepare preliminary plans and specifications and a more detailed estimate of the cost of the Project, including costs of issuing the 2018A Bonds to finance the Project, which in no event shall exceed Three Million Four Hundred Thirty-Five Thousand Dollars (\$3,435,000).

**SECTION 3. Public Hearing on the Project.** The Board hereby authorizes publication of a notice of the adoption and content of this resolution, and of a public hearing to be conducted hereon (the “Confirmatory Resolution Public Hearing”). Notice shall be published one time in the Bloomington Herald-Times, at least ten days prior to the Confirmatory Resolution Public Hearing.

**SECTION 4. Authorization for Bonds.** In order to provide financing for the Project as described above and the costs of selling and issuing the 2018A Bonds, the District shall borrow money, and the Unit, acting for and on behalf of the District, shall issue the 2018A Bonds in an amount not to exceed the Authorized Amount and as otherwise herein authorized.

**SECTION 5. Appropriation of Bond Proceeds.** The Board hereby appropriates a sum not to exceed Three Million Four Hundred Thirty-Five Thousand Dollars (\$3,435,000), out of the proceeds of the 2018A Bonds, together with all investment earnings thereon, for the use of the Board in paying the costs of the Project. Such appropriation shall be in addition to all appropriations provided for in the existing budget and levy, and shall continue in effect until the completion of the Project. Any surplus of such proceeds shall be credited to the proper fund as provided by law. All actions previously taken in connection with such appropriation, including publication of the notice of the public hearing, be, and hereby are, ratified and approved. A certified copy of this resolution, together with such other proceedings and actions as may be necessary, shall be filed by the Controller, along with a report of the appropriation, with the Indiana Department of Local Government Finance.

**SECTION 6. General Terms of Bonds.**

(a) **Issuance of 2018A Bonds.** In order to procure said loan for such purposes, the Board hereby authorizes the issuance of the 2018A Bonds as described herein. The Controller, as the fiscal officer of the Unit (the “*Fiscal Officer*”), is hereby authorized and directed to have prepared and to issue and sell the 2018A Bonds as negotiable, fully registered bonds of the District in an amount not to exceed the Authorized Amount.

The 2018A Bonds shall be signed in the name of the Unit, acting for and on behalf of the District, by the manual or facsimile signature of the Mayor as executive of the Unit (the “*Executive*”) and attested by the manual or facsimile signature of the Fiscal Officer, who shall affix the seal of the Unit to each of the 2018A Bonds manually or shall have the seal imprinted or impressed thereon by facsimile or other means. In case any officer whose signature or facsimile signature appears on the 2018A Bonds shall cease to be such officer before the delivery of 2018A Bonds, such signature shall nevertheless be valid and sufficient for all purposes as if such officer had remained in office until delivery thereof. The 2018A Bonds also shall be, and will not be valid or become obligatory for any purpose or entitled to any benefit under this resolution unless and until, authenticated by the manual signature of the Registrar (as defined in Section 8 hereof).

The 2018A Bonds shall be numbered consecutively from R-1 upward, shall be issued in denominations of Five Thousand Dollars (\$5,000) or any integral multiple thereof (or such other denomination as the President of the Board shall determine prior to the sale of the 2018A Bonds), shall be originally dated as of the first day of the month in which the 2018A Bonds are sold or dated the date of delivery, as determined by the Fiscal Officer, and shall bear interest payable semi-annually commencing on a February 15 or August 15 determined by

the Fiscal Officer at the time of the sale of the 2018A Bonds, but no earlier than February 15, 2019, and continuing each February 15 and August 15 thereafter at a rate or rates not exceeding six percent (6.00%) per annum (the exact rate or rates to be determined by bidding or negotiation as provided in Section 10 hereof), calculated on the basis of a 360-day year comprised of twelve 30-day months. The 2018A Bonds shall mature on February 15 and/or August 15 of each year in the years and in the amounts determined by the Fiscal Officer at the time of the sale of the 2018A Bonds, provided that the final maturity shall be no later than twenty (20) years from the date of issuance of the 2018A Bonds.

All or a portion of the 2018A Bonds may be aggregated into and issued as one or more term bonds. The term bonds will be subject to mandatory sinking fund redemption with sinking fund payments and final maturities corresponding to the serial maturities described above. Sinking fund payments shall be applied to retire a portion of the term bonds as though it were a redemption of serial bonds, and, if more than one term bond of any maturity is outstanding, redemption of such maturity shall be made by lot. Sinking fund redemption payments shall be made in a principal amount equal to such serial maturities, plus accrued interest to the redemption date, but without premium or penalty. For all purposes of this resolution, such mandatory sinking fund redemption payments shall be deemed to be required payments of principal which mature on the date of such sinking fund payments. Appropriate changes shall be made in the definitive form of 2018A Bonds, relative to the form of 2018A Bonds contained in this resolution, to reflect any mandatory sinking fund redemption terms.

(b) Source of Payment. The 2018A Bonds are, as to all the principal thereof and interest due thereon, special obligations of the District as a special taxing district, payable from special ad valorem property taxes on all taxable property within the District pursuant to Ind. Code § 36-10-4-38 (the “Special Tax”). The District may pay the 2018A Bonds from any funds legally available to the District, but is only obligated to pay the 2018A Bonds from the Special Tax.

(c) Payments. All payments of interest on the 2018A Bonds shall be paid by check mailed one business day prior to the interest payment date to the registered owners thereof as of the first (1st) day of the month in which interest is payable (the “Record Date”) at the addresses as they appear on the registration and transfer books of the Board kept for that purpose by the Registrar (the “Registration Record”) or at such other address as is provided to the Paying Agent (as defined in Section 8 hereof) in writing by such registered owner. Each registered owner of \$1,000,000 or more in principal amount of 2018A Bonds shall be entitled to receive interest payments by wire transfer by providing written wire instructions to the Paying Agent before the Record Date for any payment. All principal payments and premium payments, if any, on the 2018A Bonds shall be made upon surrender thereof at the principal office of the Paying Agent, in any U.S. coin or currency which on the date of such payment shall be legal tender for the payment of public and private debts, or in the case of a registered owner of \$1,000,000 or more in principal amount of 2018A Bonds, by wire transfer on the



due date upon written direction of such owner provided at least fifteen (15) days prior to the maturity date or redemption date.

Interest on 2018A Bonds shall be payable from the interest payment date to which interest has been paid next preceding the authentication date thereof unless such 2018A Bonds are authenticated after the Record Date for an interest payment and on or before such interest payment date in which case they shall bear interest from such interest payment date, or unless authenticated on or before the Record Date for the first interest payment date, in which case they shall bear interest from the original date, until the principal shall be fully paid.

(d) Transfer and Exchange. Each 2018A Bond shall be transferable or exchangeable only upon the Registration Record, by the registered owner thereof in writing, or by the registered owner's attorney duly authorized in writing, upon surrender of such 2018A Bond together with a written instrument of transfer or exchange satisfactory to the Registrar duly executed by the registered owner or such attorney, and thereupon a new fully registered 2018A Bond or Bonds in the same aggregate principal amount, and of the same maturity, shall be executed and delivered in the name of the transferee or transferees or the registered owner, as the case may be, in exchange therefor. The costs of such transfer or exchange shall be borne by the Board, except for any tax or governmental charges required to be paid in connection therewith, which shall be payable by the person requesting such transfer or exchange. The Unit, Board, Registrar, and Paying Agent may treat and consider the persons in whose names such 2018A Bonds are registered as the absolute owners thereof for all purposes including for the purpose of receiving payment of, or on account of, the principal thereof and interest and premium, if any, due thereon.

(e) Mutilated, Lost, Stolen or Destroyed Bonds. In the event any 2018A Bond is mutilated, lost, stolen or destroyed, the Unit may execute and the Registrar may authenticate a new bond of like date, maturity and denomination as that mutilated, lost, stolen or destroyed, which new bond shall be marked in a manner to distinguish it from the bond for which it was issued, provided that, in the case of any mutilated bond, such mutilated bond shall first be surrendered to the Registrar, and in the case of any lost, stolen or destroyed bond there shall be first furnished to the Registrar evidence of such loss, theft or destruction satisfactory to the Fiscal Officer and the Registrar, together with indemnity satisfactory to them. In the event any such bond shall have matured, instead of issuing a duplicate bond, the Unit and the Registrar may, upon receiving indemnity satisfactory to them, pay the same without surrender thereof. The Unit and the Registrar may charge the owner of such 2018A Bond with their reasonable fees and expenses in this connection. Any 2018A Bond issued pursuant to this paragraph shall be deemed an original, substitute contractual obligation of the Unit, acting for and on behalf of the District, whether or not the lost, stolen or destroyed 2018A Bond shall be found at any time, and shall be entitled to all the benefits of this resolution, equally and proportionately with any and all other 2018A Bonds issued hereunder.

**SECTION 7. Terms of Redemption.** The 2018A Bonds may be made redeemable at the option of the Board on thirty (30) days' notice, in whole or in part, in any order of maturities selected by the Board and by lot within a maturity, on dates and with premiums, if any, and other terms as determined by the President of the Board with the advice of the Board's municipal advisor, as evidenced by delivery of the form of 2018A Bonds to the Fiscal Officer.

Notice of redemption shall be mailed by first-class mail to the address of each registered owner of a 2018A Bond to be redeemed as shown on the Registration Record not more than sixty (60) days and not less than thirty (30) days prior to the date fixed for redemption except to the extent such redemption notice is waived by owners of 2018A Bonds redeemed, provided, however, that failure to give such notice by mailing, or any defect therein, with respect to any 2018A Bond shall not affect the validity of any proceedings for the redemption of any other 2018A Bonds. The notice shall specify the date and place of redemption, the redemption price and the CUSIP numbers (if any) of the 2018A Bonds called for redemption. The place of redemption may be determined by the Board. Interest on the 2018A Bonds so called for redemption shall cease on the redemption date fixed in such notice if sufficient funds are available at the place of redemption to pay the redemption price on the date so named, and thereafter, such 2018A Bonds shall no longer be protected by this resolution and shall not be deemed to be outstanding hereunder, and the holders thereof shall have the right only to receive the redemption price.

All 2018A Bonds which have been redeemed shall be canceled and shall not be reissued; provided, however, that one or more new registered bonds shall be issued for the unredeemed portion of any 2018A Bond without charge to the holder thereof.

No later than the date fixed for redemption, funds shall be deposited with the Paying Agent or another paying agent to pay, and such agent is hereby authorized and directed to apply such funds to the payment of, the 2018A Bonds or portions thereof called for redemption, including accrued interest thereon to the redemption date. No payment shall be made upon any 2018A Bond or portion thereof called for redemption until such bond shall have been delivered for payment or cancellation or the Registrar shall have received the items required by this resolution with respect to any mutilated, lost, stolen or destroyed bond.

**SECTION 8. Appointment of Registrar and Paying Agent.** The Fiscal Officer or a financial institution designated by the Fiscal Officer is hereby appointed to serve as registrar and paying agent for the 2018A Bonds (together with any successor, the "Registrar" or "Paying Agent"). The Registrar is hereby charged with the responsibility of authenticating the 2018A Bonds, and shall keep and maintain the Registration Record at its office. The Executive is hereby authorized to enter into such agreements or understandings with any such institution as will enable the institution to perform the services required of the Registrar and Paying Agent. The Fiscal Officer is authorized to pay such fees as any such institution may charge for the services it provides as Registrar and Paying Agent.

The Registrar and Paying Agent may at any time resign as Registrar and Paying Agent by giving thirty (30) days written notice to the Board and to each registered owner of the 2018A Bonds then outstanding, and such resignation will take effect at the end of such thirty (30) days or upon the earlier appointment of a successor Registrar and Paying Agent by the Board. Such

notice to the Board may be served personally or be sent by first-class or registered mail. The Registrar and Paying Agent may be removed at any time as Registrar and Paying Agent by the Board, in which event the Board may appoint a successor Registrar and Paying Agent. The Board shall notify each registered owner of the 2018A Bonds then outstanding of the removal of the Registrar and Paying Agent. Notices to registered owners of the 2018A Bonds shall be deemed to be given when mailed by first-class mail to the addresses of such registered owners as they appear on the Registration Record. Any predecessor Registrar and Paying Agent shall deliver all the 2018A Bonds, cash and investments related thereto in its possession and the Registration Record to the successor Registrar and Paying Agent. At all times, the same entity shall serve as Registrar and as Paying Agent.

**SECTION 9. Form of Bonds; Authorization for Book-Entry System.** The form and tenor of the 2018A Bonds shall be substantially as follows, all blanks to be filled in properly and all necessary additions and deletions to be made prior to delivery thereof:

R-\_\_\_\_\_

UNITED STATES OF AMERICA

STATE OF INDIANA

COUNTY OF MONROE

CITY OF BLOOMINGTON, INDIANA  
PARK DISTRICT BOND, SERIES 2018A

Interest <u>Rate</u>	Maturity <u>Date</u>	Original <u>Date</u>	Authentication <u>Date</u>	<u>CUSIP</u>
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REGISTERED OWNER:

PRINCIPAL SUM: Dollars (\$\_\_\_\_\_)

The City of Bloomington, Indiana (the "Unit"), acting for and on behalf of the City of Bloomington Park District, for value received, hereby promises to pay to the Registered Owner set forth above, the Principal Sum set forth above on the Maturity Date set forth above (unless this bond is subject to and is called for redemption prior to maturity as hereafter provided), and to pay interest thereon until the Principal Sum shall be fully paid at the Interest Rate per annum specified above from the interest payment date to which interest has been paid next preceding the Authentication Date of this bond unless this bond is authenticated after the first day of the month of the interest payment date (the "Record Date") and on or before such interest payment date in which case it shall bear interest from such interest payment date, or unless this bond is authenticated on or before [February/August] 1, 20\_\_ in which case it shall bear interest from the Original Date, which interest is payable semi-annually on February 15 and August 15 of

each year, beginning on [February/August] 15, 20\_\_\_. Interest shall be calculated on the basis of a 360-day year comprised of twelve 30-day months.

The principal of and premium, if any, on this bond are payable at the principal office of \_\_\_\_\_ (the "Registrar" or "Paying Agent"), in \_\_\_\_\_, \_\_\_\_\_. All payments of interest on this bond shall be paid by check mailed one business day prior to the interest payment date to the Registered Owner as of the Record Date at the address as it appears on the registration books kept by the Registrar or at such other address as is provided to the Paying Agent in writing by the Registered Owner. Each Registered Owner of \$1,000,000 or more in principal amount of bonds shall be entitled to receive interest payments by wire transfer by providing written wire instructions to the Paying Agent before the Record Date for any payment. All payments of principal of and premium, if any, on this bond shall be made upon surrender thereof at the principal office of the Paying Agent in any U.S. coin or currency which on the date of such payment shall be legal tender for the payment of public and private debts, or in the case of a Registered Owner of \$1,000,000 or more in principal amount of 2018A Bonds, by wire transfer on the due date upon written direction of such owner provided at least fifteen (15) days prior to the maturity date or redemption date.

This bond is one of an authorized issue of bonds of the District of like original date, tenor and effect, except as to denomination, numbering, interest rates, redemption terms and dates of maturity, in the total amount of \_\_\_\_\_ Dollars (\$\_\_\_\_\_), numbered consecutively from R-1 upward, issued for the purpose of providing funds for certain parks related projects in the Unit, and for the purpose of paying incidental expenses to be incurred in connection therewith and on account of the sale and issuance of bonds therefor, as authorized by Resolution No. \_\_\_\_\_ adopted by the Board of Park Commissioners of the District (the "Board") on the 23<sup>rd</sup> day of October, 2018, entitled "Resolution of the Board of Park Commissioners of the City of Bloomington Authorizing Issuance of 2018A Bonds for the Purpose of Providing Funds to be Applied to Pay for Projects and Incidental Expenses in Connection Therewith and on Account of the Issuance of the 2018A Bonds" (the "Resolution"), and in accordance with the provisions of Indiana law, including without limitation Ind. Code 36-10-4, and other applicable laws, as amended (collectively, the "Act"), all as more particularly described in the Resolution. The owner of this bond, by the acceptance hereof, agrees to all the terms and provisions contained in the Resolution and the Act.

Pursuant to the provisions of the Act and the Resolution, the principal of and interest on this bond and all other bonds of said issue are payable as special taxing district obligations of the City of Bloomington Park District, as a special taxing district, from a special ad valorem property tax to be levied on all taxable property within the District. THIS BOND DOES NOT CONSTITUTE A CORPORATE OBLIGATION OR INDEBTEDNESS OF THE CITY OF BLOOMINGTON, INDIANA, BUT IS AN INDEBTEDNESS OF THE CITY

OF BLOOMINGTON PARK DISTRICT AS A SPECIAL TAXING DISTRICT. NEITHER THE FULL FAITH AND CREDIT NOR THE TAXING POWER OF CITY OF BLOOMINGTON, INDIANA IS PLEDGED TO PAY THE INTEREST OR PREMIUM ON OR THE PRINCIPAL OF THIS BOND.

The bonds of this issue maturing on or after \_\_\_\_\_ 15, \_\_\_\_ are redeemable at the option of the Board on \_\_\_\_\_ 15, \_\_\_\_ or any date thereafter, on thirty (30) days' notice, in whole or in part, in any order of maturities selected by the Board and by lot within a maturity, at 100% of face value plus accrued interest to the date fixed for redemption. Each minimum authorized denomination in principal amount shall be considered a separate bond for purposes of partial redemption.

[Insert mandatory sinking fund redemption terms, if any.]

Notice of such redemption shall be mailed by first-class mail not more than sixty (60) days and not less than thirty (30) days prior to the date fixed for redemption to the address of the registered owner of each bond to be redeemed as shown on the registration record of the Board except to the extent such redemption notice is waived by owners of the bond or bonds redeemed, provided, however, that failure to give such notice by mailing, or any defect therein, with respect to any bond shall not affect the validity of any proceedings for the redemption of any other bonds. The notice shall specify the date and place of redemption, the redemption price and the CUSIP numbers (if any) of the bonds called for redemption. The place of redemption may be determined by the Board. Interest on the bonds so called for redemption shall cease on the redemption date fixed in such notice if sufficient funds are available at the place of redemption to pay the redemption price on the date so named, and thereafter, such bonds shall no longer be protected by the Resolution and shall not be deemed to be outstanding thereunder.

This bond is subject to defeasance prior to payment or redemption as provided in the Resolution.

If this bond shall not be presented for payment or redemption on the date fixed therefor, the Board may deposit in trust with the Paying Agent or another paying agent, an amount sufficient to pay such bond or the redemption price, as the case may be, and thereafter the Registered Owner shall look only to the funds so deposited in trust for payment and the Unit shall have no further obligation or liability in respect thereto.

This bond is transferable or exchangeable only upon the registration record kept for that purpose at the office of the Registrar by the Registered Owner in person, or by the Registered Owner's attorney duly authorized in writing, upon surrender of this bond together with a written instrument of transfer or exchange satisfactory to the Registrar duly executed by the Registered Owner or such attorney, and thereupon a new fully registered bond or bonds in the same

aggregate principal amount, and of the same maturity, shall be executed and delivered in the name of the transferee or transferees or the Registered Owner, as the case may be, in exchange therefor. The Unit, the Board, any registrar and any paying agent for this bond may treat and consider the person in whose name this bond is registered as the absolute owner hereof for all purposes including for the purpose of receiving payment of, or on account of, the principal hereof and interest and premium, if any, due hereon.

[The bonds maturing on any maturity date are issuable only in the denomination of \$5,000 or any integral multiple.]

[A Continuing Disclosure Contract from the Board to each registered owner or holder of any bond, dated as of the date of initial issuance of the bonds (the "Contract"), has been executed by the Board, a copy of which is available from the Board and the terms of which are incorporated herein by this reference. The Contract contains certain promises of the Board to each registered owner or holder of any bond, including a promise to provide certain continuing disclosure. By its payment for and acceptance of this bond, the registered owner or holder of this bond assents to the Contract and to the exchange of such payment and acceptance for such promises.]

It is hereby certified and recited that all acts, conditions and things required to be done precedent to and in the execution, issuance and delivery of this bond have been done and performed in regular and due form as provided by law.

This bond shall not be valid or become obligatory for any purpose until the certificate of authentication hereon shall have been executed by an authorized representative of the Registrar.

IN WITNESS WHEREOF, the Board of Park Commissioners of the City of Bloomington, State of Indiana, has caused this bond to be executed in the name of such Unit, for and on behalf of the Park District of said Unit, by the manual or facsimile signature of the Mayor of said Unit, and attested by manual or facsimile signature by the Controller of said Unit, and the seal of said Unit or a facsimile thereof to be affixed, engraved, imprinted or otherwise reproduced hereon.

CITY OF BLOOMINGTON, INDIANA

By: \_\_\_\_\_  
Mayor

(SEAL)

ATTEST:

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It is hereby certified that this bond is one of the bonds described in the within-mentioned Resolution duly authenticated by the Registrar.

\_\_\_\_\_, as Registrar

By \_\_\_\_\_  
Authorized Representative

The following abbreviations, when used in the inscription on the face of this bond, shall be construed as though they were written out in full according to applicable laws or regulations:

TEN. COM.                      as tenants in common

TEN. ENT.                    as tenants by the entireties

JT. TEN. as joint tenants with right of survivorship and not as tenants in common

UNIF. TRANS.  
MIN. ACT

\_\_\_\_\_  
(Cust.) Custodian \_\_\_\_\_  
(Minor)

under Uniform Transfers to Minors Act of

---

(State)

Additional abbreviations may also be used although not in the above list.

FOR VALUE RECEIVED, the undersigned hereby sells, assigns and transfers unto

(please print or typewrite name and address of transferee)

(please insert social security or  
other identifying number of assignee)

\$\_\_\_\_\_ in principal amount (must be a multiple of [\$5,000]) of the within bond and all rights thereunder, and hereby irrevocably constitutes and

appoints \_\_\_\_\_, attorney, to transfer the within bond on the books kept for registration thereof, with full power of substitution in the premises.

Dated: \_\_\_\_\_

Signature Guaranteed:

\_\_\_\_\_  
NOTICE: Signature(s) must be guaranteed by an eligible guarantor institution participating in a Securities Transfer Association recognized signature guarantee program.

\_\_\_\_\_  
NOTICE: The signature of this assignment must correspond with the name as it appears upon the face of the within bond in every particular, without alteration or enlargement or any change whatever.

(End of Form of 2018A Bond)

The 2018A Bonds may, in compliance with all applicable laws, initially be issued and held in book-entry form on the books of the central depository system, The Depository Trust Company, its successors, or any successor central depository system appointed by the Board from time to time (the “Clearing Agency”), without physical distribution of bonds to the purchasers. The following provisions of this Section apply in such event.

One definitive 2018A Bond of each maturity shall be delivered to the Clearing Agency (or its agent) and held in its custody. The Unit and the Registrar and Paying Agent may, in connection therewith, do or perform or cause to be done or performed any acts or things not adverse to the rights of the holders of the 2018A Bonds as are necessary or appropriate to accomplish or recognize such book-entry form 2018A Bonds.

During any time that the 2018A Bonds remain and are held in book-entry form on the books of a Clearing Agency, (1) any such 2018A Bond may be registered upon the Registration Record in the name of such Clearing Agency, or any nominee thereof, including Cede & Co.; (2) the Clearing Agency in whose name such 2018A Bond is so registered shall be, and the Unit, the Board and the Registrar and Paying Agent may deem and treat such Clearing Agency as, the absolute owner and holder of such 2018A Bond for all purposes of this resolution, including, without limitation, the receiving of payment of the principal of and interest and premium, if any, on such 2018A Bond, the receiving of notice and the giving of consent; (3) neither the Unit or the Board nor the Registrar or Paying Agent shall have any responsibility or obligation hereunder to any direct or indirect participant, within the meaning of Section 17(a) of the Securities Exchange Act of 1933, as amended, of such Clearing Agency, or any person on behalf of which, or otherwise in respect of which, any such participant holds any interest in any 2018A Bond, including, without limitation, any responsibility or obligation hereunder to maintain accurate records of any interest in any 2018A Bond or any responsibility or obligation hereunder with respect to the receiving of payment of principal of or interest or premium, if any, on any 2018A Bond, the receiving of notice or the giving of consent; and (4) the Clearing Agency is not



required to present any 2018A Bond called for partial redemption, if any, prior to receiving payment so long as the Registrar and Paying Agent and the Clearing Agency have agreed to the method for noting such partial redemption.

If either the Board receives notice from the Clearing Agency which is currently the registered owner of the 2018A Bonds to the effect that such Clearing Agency is unable or unwilling to discharge its responsibility as a Clearing Agency for the 2018A Bonds, or the Board elects to discontinue its use of such Clearing Agency as a Clearing Agency for the 2018A Bonds, then the Unit, the Board and the Registrar and Paying Agent each shall do or perform or cause to be done or performed all acts or things, not adverse to the rights of the holders of the 2018A Bonds, as are necessary or appropriate to discontinue use of such Clearing Agency as a Clearing Agency for the 2018A Bonds and to transfer the ownership of each of the 2018A Bonds to such person or persons, including any other Clearing Agency, as the holders of the 2018A Bonds may direct in accordance with this resolution. Any expenses of such discontinuance and transfer, including expenses of printing new certificates to evidence the 2018A Bonds, shall be paid by the Board.

During any time that the 2018A Bonds are held in book-entry form on the books of a Clearing Agency, the Registrar shall be entitled to request and rely upon a certificate or other written representation from the Clearing Agency or any participant or indirect participant with respect to the identity of any beneficial owner of 2018A Bonds as of a record date selected by the Registrar. For purposes of determining whether the consent, advice, direction or demand of a registered owner of a 2018A Bond has been obtained, the Registrar shall be entitled to treat the beneficial owners of the 2018A Bonds as the bondholders and any consent, request, direction, approval, objection or other instrument of such beneficial owner may be obtained in the fashion described in this resolution.

During any time that the 2018A Bonds are held in book-entry form on the books of the Clearing Agency, the provisions of its standard form of Letter of Representations, if executed in connection with the issuance of the 2018A Bonds, as amended and supplemented, or any Blanket Issuer Letter of Representations filed by the Unit, or any successor agreement shall control on the matters set forth therein. The Executive is authorized to execute and deliver such a Letter of Representations. The Registrar, by accepting the duties of Registrar under this resolution, agrees that it will (i) undertake the duties of agent required thereby and that those duties to be undertaken by either the agent or the issuer shall be the responsibility of the Registrar, and (ii) comply with all requirements of the Clearing Agency, including without limitation same day funds settlement payment procedures. Further, during any time that the 2018A Bonds are held in book-entry form, the provisions of this Section shall control over conflicting provisions in any other section of this resolution.

**SECTION 10.**        Sale of Bonds. The 2018A Bonds shall be sold in a competitive sale or by negotiation with a purchaser(s) selected by the President of the Board on the advice of the Board's municipal advisor. If the 2018A Bonds shall be sold in a competitive sale, they shall be sold in accordance with Ind. Code 5-1-11. Bidders for the 2018A Bonds shall be required to name the rate or rates of interest which the 2018A Bonds are to bear, and the manner of calculating such rate in accordance with the instructions set forth in the notice of sale of the 2018A Bonds, but not exceeding six percent (6.00%) per annum. The Fiscal Officer shall award

the 2018A Bonds to the bidder who offers the lowest interest cost, to be determined by computing the total interest on all the 2018A Bonds to their maturities and deducting therefrom the premium bid, if any, or adding thereto the amount of the discount, if any. No bid for less than ninety-nine percent (99%) of the par value of the 2018A Bonds (or such higher percentage as may be determined by the Fiscal Officer at the time of the sale of the 2018A Bonds), plus accrued interest, shall be considered. All bids shall be accompanied by certified or cashier's checks payable to the order of the Board, or a surety bond, in an amount not to exceed one percent of the aggregate principal amount of the 2018A Bonds as a guaranty of the performance of said bid, should it be accepted. In the event no satisfactory bids are received on the day named in the sale notice, the sale may be continued from day to day thereafter for a period of thirty (30) days without re-advertisement; provided, however, that if said sale is continued, no bid shall be accepted which offers an interest cost which is equal to or higher than the best bid received at the time fixed for sale in the bond sale notice. The Fiscal Officer shall have full right to reject any and all bids.

If the 2018A Bonds are sold by negotiated sale, the Executive of the Unit, on behalf of the District, is authorized to negotiate and execute a bond purchase agreement with one or more selected purchaser(s) on terms recommended by the Board's municipal advisor, consistent with the parameters set forth in this Resolution.

After the 2018A Bonds have been properly sold and executed, the Fiscal Officer shall receive from the purchasers payment for the 2018A Bonds and shall provide for delivery of the 2018A Bonds to the purchasers.

In connection with the sale of the 2018A Bonds, the Executive and the Fiscal Officer and the officers of the Board are each authorized to take such actions and to execute and deliver such agreements and instruments as they deem advisable to obtain a rating and/or to obtain bond insurance for the 2018A Bonds, and the taking of such actions and the execution and delivery of such agreements and instruments are hereby approved.

The Fiscal Officer is hereby authorized and directed to obtain a legal opinion as to the validity of the 2018A Bonds from Barnes & Thornburg LLP, and to furnish such opinion to the purchasers of the 2018A Bonds or to cause a copy of said legal opinion to be printed on each 2018A Bond. The cost of such opinion shall be paid out of the proceeds of the 2018A Bonds.

## **SECTION 11.        Funds and Accounts.**

(a)    Use of Bond Proceeds; Capital Fund. Any capitalized interest received at the time of delivery of the 2018A Bonds will be deposited to the Revenues Account of the Bond Fund as defined below and applied to payments on the 2018A Bonds on the first interest payment date. The remaining proceeds received from the sale of the 2018A Bonds shall be deposited in the fund hereby created and designated as the "City of Bloomington Park District Capital Fund" as provided in Ind. Code § 36-10-4-37, and specifically, to the separate account therein which is hereby created and designated as the "2018A Bond Capital Account" (the "Construction Account"). The proceeds deposited in the Construction Account, together with all investment earnings thereon, shall be

expended by the Board only for the purpose of paying expenses incurred in connection with the Project and on account of the sale and issuance of the 2018A Bonds. The Fiscal Officer is hereby authorized to pay costs of issuance from the proceeds of the 2018A Bonds. Any balance remaining in the Construction Account after the completion of the Project which is not required to meet unpaid obligations incurred in connection therewith and on account of the sale and issuance of the 2018A Bonds may be used to pay debt service on the 2018A Bonds or otherwise used as permitted by law.

(b) Bond Fund. There is hereby created a separate fund, designated as the “City of Bloomington Park District Bond Fund” (the “Bond Fund”) as provided in Ind. Code § 36-10-4-38, which shall be applied to the payment of the principal of and interest on the 2018A Bonds, and all other bonds payable from the Special Tax and/or other revenues of the Board as contemplated hereby, and to no other purpose not allowed under Ind. Code § 36-10-4-38. As the Special Tax is collected, it shall be accumulated in an account of the Bond Fund hereby created and designated as the “Special Tax Account”. The Bond Fund shall also have a separate account designated the Revenues Account as described in Section 12 hereof.

**SECTION 12.** Reduction of Special Tax Levy and Pledge of Certain Other Revenues. The amount of the levy under Ind. Code § 36-10-4-38 each year of the Special Tax applicable to making payments on the 2018A Bonds shall be reduced by available revenues of the Board to the extent such revenues have been or will be set aside and designated by the Board for such purpose in the account of the Bond Fund hereby created and designated as the “Revenues Account.” The Board hereby covenants to levy the Special Tax each year payments are due with respect to the 2018A Bonds to the extent the revenues of the Board described herein are not sufficient to timely pay the principal of and interest on the 2018A Bonds.

The amounts available and so designated in the Revenues Account of the Bond Fund shall be determined at the time the budget and tax levy for a given year is finally fixed, and such amounts shall be used for no purpose except as contemplated above and are hereby pledged by the Board to the payment of the 2018A Bonds, such pledge being effective as set forth in Ind. Code § 5-1-14-4 without the necessity of filing or recording this resolution or any other instrument except in the records of the Board.

**SECTION 13.** Defeasance. If, when the 2018A Bonds or any portion thereof shall have become due and payable in accordance with their terms or shall have been duly called for redemption or irrevocable instructions to call the 2018A Bonds or any portion thereof for redemption have been given, and the whole amount of the principal, premium, if any, and the interest so due and payable upon such bonds or any portion thereof then outstanding shall be paid, or (i) cash, or (ii) direct non-callable obligations of or unconditionally guaranteed by (including obligations issued or held in book entry form on the books of) the U.S. Department of the Treasury, and to the extent permitted by Indiana law and by each rating agency maintaining a rating on the 2018A Bonds, RefCorp interest strips, CATS, TIGRS, STRPS, defeased municipal bonds or other investments rated in the highest category for such obligations by Standard & Poor’s Corporation or Moody’s Investors Service (or any combination thereof), the principal of

and the interest on which when due without reinvestment will provide sufficient money, or (iii) any combination of the foregoing, shall be held irrevocably in trust for such purpose, and provision shall also be made for paying all fees and expenses for the payment, then and in that case the 2018A Bonds or such designated portion thereof shall no longer be deemed outstanding or secured by this resolution.

**SECTION 14.**        Tax Matters. In order to preserve the exclusion of interest on the 2018A Bonds from gross income for federal income tax purposes and as an inducement to purchasers of the 2018A Bonds, the Board represents, covenants and agrees that:

(a)        No person or entity, other than the District or another state or local governmental unit, will use proceeds of the 2018A Bonds or property financed by the 2018A Bond proceeds other than as a member of the general public. No person or entity other than the District or another state or local governmental unit will own property financed by 2018A Bond proceeds or will have actual or beneficial use of such property pursuant to a lease, a management or incentive payment contract, an arrangement such as take-or-pay or output contract, or any other type of arrangement that differentiates that person's or entity's use of such property from the use by the public at large.

(b)        No 2018A Bond proceeds will be loaned to any entity or person other than a state or local governmental unit. No 2018A Bond proceeds will be transferred, directly or indirectly, or deemed transferred to a non-governmental person in any manner that would in substance constitute a loan of the 2018A Bond proceeds.

(c)        The Board and the Unit will not take any action or fail to take any action with respect to the 2018A Bonds that would result in the loss of the exclusion from gross income for federal income tax purposes of interest on the 2018A Bonds pursuant to Section 103 of the Internal Revenue Code of 1986, as amended (the "Code"), and the regulations thereunder as applicable to the 2018A Bonds, including, without limitation, the taking of such action as is necessary to rebate or cause to be rebated arbitrage profits on 2018A Bond proceeds or other monies treated as 2018A Bond proceeds to the federal government as provided in Section 148 of the Code, and will set aside such monies, which may be paid from investment income on funds and accounts notwithstanding anything else to the contrary herein, in trust for such purposes.

(d)        The Unit will file an information report on Form 8038-G with the Internal Revenue Service as required by Section 149 of the Code.

(e)        The Board and the Unit will not make any investment or do any other act or thing during the period that any 2018A Bond is outstanding hereunder which would cause any 2018A Bond to be an "arbitrage bond" within the meaning of Section 148 of the Code and the regulations thereunder as applicable to the 2018A Bonds.

Notwithstanding any other provisions of this resolution, the foregoing covenants and authorizations (the “Tax Sections”) which are designed to preserve the exclusion of interest on the 2018A Bonds from gross income under federal income tax law (the “Tax Exemption”) need not be complied with to the extent the Unit receives an opinion of nationally recognized bond counsel that compliance with such Tax Section is unnecessary to preserve the Tax Exemption.

**SECTION 15.**      Amendments. Subject to the terms and provisions contained in this section, and not otherwise, the owners of not less than sixty-six and two-thirds percent (66-2/3%) in aggregate principal amount of the 2018A Bonds then outstanding shall have the right, from time to time, to consent to and approve the adoption by the Board of such resolution or resolutions supplemental hereto as shall be deemed necessary or desirable by the Board for the purpose of amending in any particular any of the terms or provisions contained in this resolution, or in any supplemental resolution; provided, however, that nothing herein contained shall permit or be construed as permitting:

(a) An extension of the maturity of the principal of or interest or premium, if any, on any 2018A Bond or an advancement of the earliest redemption date on any 2018A Bond, without the consent of the holder of each 2018A Bond so affected; or

(b) A reduction in the principal amount of any 2018A Bond or the redemption premium or rate of interest thereon, or a change in the monetary medium in which such amounts are payable, without the consent of the holder of each 2018A Bond so affected; or

(c) A preference or priority of any 2018A Bond over any other 2018A Bond, without the consent of the holders of all 2018A Bonds then outstanding; or

(d) A reduction in the aggregate principal amount of the 2018A Bonds required for consent to such supplemental resolution, without the consent of the holders of all 2018A Bonds then outstanding.

If the Board shall desire to obtain any such consent, it shall cause the Registrar to mail a notice, postage prepaid, to the addresses appearing on the Registration Record. Such notice shall briefly set forth the nature of the proposed supplemental resolution and shall state that a copy thereof is on file at the office of the Registrar for inspection by all owners of the 2018A Bonds. The Registrar shall not, however, be subject to any liability to any owners of the 2018A Bonds by reason of its failure to mail such notice, and any such failure shall not affect the validity of such supplemental resolution when consented to and approved as herein provided.

Whenever at any time within one year after the date of the mailing of such notice, the Board shall receive any instrument or instruments purporting to be executed by the owners of the 2018A Bonds of not less than sixty-six and two-thirds per cent (66-2/3%) in aggregate principal amount of the 2018A Bonds then outstanding, which instrument or instruments shall refer to the proposed supplemental resolution described in such notice, and shall specifically consent to and approve the adoption thereof in substantially the form of the copy thereof referred to in such notice as on file with the Registrar, thereupon, but not otherwise, the Board may adopt such

supplemental resolution in substantially such form, without liability or responsibility to any owners of the 2018A Bonds, whether or not such owners shall have consented thereto.

No owner of any 2018A Bond shall have any right to object to the adoption of such supplemental resolution or to object to any of the terms and provisions contained therein or the operation thereof, or in any manner to question the propriety of the adoption thereof, or to enjoin or restrain the Board or its officers from adopting the same, or from taking any action pursuant to the provisions thereof. Upon the adoption of any supplemental resolution pursuant to the provisions of this section, this resolution shall be, and shall be deemed, modified and amended in accordance therewith, and the respective rights, duties and obligations under this resolution of the Board and the Unit and all owners of 2018A Bonds then outstanding shall thereafter be determined, exercised and enforced in accordance with this resolution, subject in all respects to such modifications and amendments.

Notwithstanding anything contained in the foregoing provisions of this resolution, the rights, duties and obligations of the Board and the Unit and of the owners of the 2018A Bonds, and the terms and provisions of the 2018A Bonds and this resolution, or any supplemental resolution, may be modified or amended in any respect with the consent of the Board and the consent of the owners of all the 2018A Bonds then outstanding.

Without notice to or consent of the owners of the 2018A Bonds, the Board may, from time to time and at any time, adopt such resolutions supplemental hereto as shall not be inconsistent with the terms and provisions hereof (which supplemental resolutions shall thereafter form a part hereof),

(a) To cure any ambiguity or formal defect or omission in this resolution or in any supplemental resolution; or

(b) To grant to or confer upon the owners of the 2018A Bonds any additional rights, remedies, powers, authority or security that may lawfully be granted to or conferred upon the owners of the 2018A Bonds; or

(c) To procure a rating on the 2018A Bonds from a nationally recognized securities rating agency designated in such supplemental resolution, if such supplemental resolution will not adversely affect the owners of the 2018A Bonds; or

(d) To obtain or maintain bond insurance with respect to the 2018A Bonds; or

(e) To provide for the refunding or advance refunding of the 2018A Bonds; or

(f) To make any other change which, in the determination of the Board in its sole discretion, is not to the prejudice of the owners of the 2018A Bonds.

**SECTION 16.** Approval of Official Statement and Continuing Disclosure Undertaking. If required in order to comply with the SEC Rule (defined below), the Fiscal Officer is hereby authorized to deem final an official statement with respect to the 2018A Bonds, as of its date, in accordance with the provisions of Rule 15c2-12 of the United States Securities and Exchange Board, as amended (the “SEC Rule”), subject to completion as permitted by the SEC Rule, and the Board further authorizes the distribution of the deemed final official statement, and the execution, delivery and distribution of such document as further modified and amended with the approval of the Fiscal Officer in the form of a final official statement.

In order to assist any underwriter of the 2018A Bonds in complying with paragraph (b)(5) of the SEC Rule by undertaking to make available appropriate disclosure about the Board and the Unit and the 2018A Bonds to participants in the municipal securities market, the Board hereby covenants, agrees and undertakes, in accordance with the SEC Rule, unless excluded from the applicability of the SEC Rule or otherwise exempted from the provisions of paragraph (b)(5) of the SEC Rule, that it will comply with and carry out all of the provisions of the continuing disclosure contract. “Continuing disclosure contract” shall mean that certain continuing disclosure contract executed by the Board and dated the date of issuance of the 2018A Bonds, as originally executed and as it may be amended from time to time in accordance with the terms thereof. The execution and delivery by the Board of the continuing disclosure contract, and the performance by the Board of its obligations thereunder by or through any employee or agent of the Board or the Unit, are hereby approved, and the Board shall comply with and carry out the terms thereof.

**SECTION 17.** Official Intent to Reimburse. The Board hereby declares its official intent to reimburse the Expenditures for the Project with proceeds of the 2018A Bonds.

**SECTION 18.** No Conflict. All resolutions and orders or parts thereof in conflict with the provisions of this resolution are to the extent of such conflict hereby repealed. After the issuance of the 2018A Bonds and so long as any of the 2018A Bonds or interest or premium, if any, thereon remains unpaid, except as expressly provided herein, this Resolution shall not be repealed or amended in any respect which will adversely affect the rights of the holders of the 2018A Bonds, nor shall the Board adopt any law or resolution which in any way adversely affects the rights of such holders.

**SECTION 19.** Severability. If any section, paragraph or provision of this resolution shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph or provision shall not affect any of the remaining provisions of this resolution.

**SECTION 20.** Non-Business Days. If the date of making any payment or the last date for performance of any act or the exercising of any right, as provided in this resolution, shall be a legal holiday or a day on which banking institutions in the Unit or the jurisdiction in which the Registrar or Paying Agent is located are typically closed, such payment may be made or act performed or right exercised on the next succeeding day not a legal holiday or a day on which such banking institutions are typically closed, with the same force and effect as if done on the nominal date provided in this resolution, and no interest shall accrue for the period after such nominal date.

**SECTION 21.**        Interpretation.    Unless the context or laws clearly require otherwise, references herein to statutes or other laws include the same as modified, supplemented or superseded from time to time.

**SECTION 22.**        Effectiveness. This resolution shall be in full force and effect from and after its passage.

Passed and adopted by the Board of Park Commissioners of the City of Bloomington, Indiana, this 23<sup>rd</sup> day of October, 2018.

BOARD OF PARK COMMISSIONERS OF  
THE CITY OF BLOOMINGTON, INDIANA

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Les Coyne

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Darcie Fawcett

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Joe Hoffmann

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Kathleen Mills



## RESOLUTION NO. 18-03

### **DECLARATORY AND BOND RESOLUTION OF THE BOARD OF PARK COMMISSIONERS OF THE CITY OF BLOOMINGTON APPROVING PROJECTS OF THE PARK DISTRICT OF THE CITY OF BLOOMINGTON, INDIANA AND AUTHORIZING ISSUANCE OF 2018B BONDS FOR THE PURPOSE OF PROVIDING FUNDS TO BE APPLIED TO PAY FOR PROJECTS AND INCIDENTAL EXPENSES IN CONNECTION THEREWITH AND ON ACCOUNT OF THE ISSUANCE OF THE 2018B BONDS**

**WHEREAS**, the City of Bloomington, Indiana (the “Unit”) has, by ordinance adopted pursuant to Indiana Code 36-10-4 (the “Act”), established the Board of Park Commissioners of the Unit (“Board”) through its Department of Parks and Recreation which has jurisdiction over the Park District of the Unit (the “District”); and

**WHEREAS**, pursuant to the Act, the Board has considered the issuance of special taxing district bonds of the District to finance certain capital improvements at facilities operated by the City of Bloomington Parks Department including the design, acquisition and construction of (i) trails at Griffy Lake, (ii) a trail from Clubhouse Drive to College Avenue at Cascades Park, and (iii) all related and incidental expenses incurred in connection therewith (the “Project”), and to pay the expenses incurred in connection with or on account of the issuance of the 2018B Bonds to finance the Project; and

**WHEREAS**, the Board has caused general plans for the Project to be prepared and has caused the maximum estimated costs of the Project to be determined; and

**WHEREAS**, the Project constitutes park improvements under the Act and park purposes under Indiana Code 36-10-1; and

**WHEREAS**, the Board deems it advisable to issue the “City of Bloomington, Indiana, Park District Bonds, Series 2018B” (the “2018B Bonds”) in an original aggregate principal amount not to exceed Three Million Eight Hundred Sixty-Five Thousand Dollars (\$3,865,000) (the “Authorized Amount”) for the purpose of providing for the payment of (i) costs of the Project, (ii) reimbursement of preliminary expenses related thereto and all incidental expenses incurred in connection therewith, including necessary engineering, design, supervisory and related activities and capitalized interest (all of which are deemed to be a part of the Project), and (iii) the costs of selling and issuing the 2018B Bonds; and

**WHEREAS**, it would be of public utility and benefit and in the best interests of the District and its citizens to pay the costs of the Project and of the sale and issuance of the 2018B Bonds, which will provide special benefits to property owners in the District, such 2018B Bonds to be issued as special taxing district bonds of the District payable from special ad valorem property taxes as described more fully herein; and

**WHEREAS**, the amount of proceeds of the 2018B Bonds allocated to pay costs of the Project, together with estimated investment earnings thereon, does not exceed the cost of the Project as estimated by the Board; and

**WHEREAS**, the Board did not include the proceeds of the 2018B Bonds in the regular budget for the year 2018; and

**WHEREAS**, there are insufficient funds available or provided for in the existing budget and tax levy which may be applied to the cost of the Project, and the issuance of the 2018B Bonds has been authorized to procure the necessary funds and a need exists for the making of the additional appropriation set out herein; and

**WHEREAS**, notice of a hearing on said appropriation has been published as required by law; and

**WHEREAS**, such public hearing was held on October 23, 2018, at 4:00 p.m. (local time) in the Council Chambers at Bloomington City Hall, 401 North Morton Street, Bloomington, Indiana, on said appropriation at which all taxpayers and interested persons had an opportunity to appear and express their views regarding such additional appropriation; and

**WHEREAS**, the Board expects to pay for certain costs of the Project (collectively, the “*Expenditures*”) prior to the issuance of the 2018B Bonds, and to reimburse the Expenditures with the proceeds of the 2018B Bonds; and

**WHEREAS**, the Commission desires to declare its intent to reimburse the Expenditures pursuant to Treas. Reg. § 1.150-2 and Indiana Code §5-1-14-6(c); and

**WHEREAS**, all conditions precedent to the adoption of a resolution authorizing the issuance of the 2018B Bonds have been complied with in accordance with the applicable provisions of the Act.

**NOW, THEREFORE, THE BOARD OF PARK COMMISSIONERS OF THE CITY OF BLOOMINGTON, INDIANA, RESOLVES THE FOLLOWING:**

**SECTION 1. Preliminary Approval of Project.** The Board preliminarily finds that it is necessary for the public health and welfare and will be of public utility and benefit to proceed with the Project.

**SECTION 2. Preliminary Plans and Specifications.** The Board hereby authorizes the President or Vice President of the Board to select the design firm for the Project (the “*Design Firm*”). The Board hereby directs the Design Firm so selected to prepare preliminary plans and specifications and a more detailed estimate of the cost of the Project, including costs of issuing the 2018B Bonds to finance the Project, which in no event shall exceed Three Million Eight Hundred Sixty-Five Thousand Dollars (\$3,865,000).

**SECTION 3. Public Hearing on the Project.** The Board hereby authorizes publication of a notice of the adoption and content of this resolution, and of a public hearing to be conducted hereon (the “Confirmatory Resolution Public Hearing”). Notice shall be published one time in the Bloomington Herald-Times, at least ten days prior to the Confirmatory Resolution Public Hearing.

**SECTION 4. Authorization for Bonds.** In order to provide financing for the Project as described above and the costs of selling and issuing the 2018B Bonds, the District shall borrow money, and the Unit, acting for and on behalf of the District, shall issue the 2018B Bonds in an amount not to exceed the Authorized Amount and as otherwise herein authorized.

**SECTION 5. Appropriation of Bond Proceeds.** The Board hereby appropriates a sum not to exceed Three Million Eight Hundred Sixty-Five Thousand Dollars (\$3,865,000), out of the proceeds of the 2018B Bonds, together with all investment earnings thereon, for the use of the Board in paying the costs of the Project. Such appropriation shall be in addition to all appropriations provided for in the existing budget and levy, and shall continue in effect until the completion of the Project. Any surplus of such proceeds shall be credited to the proper fund as provided by law. All actions previously taken in connection with such appropriation, including publication of the notice of the public hearing, be, and hereby are, ratified and approved. A certified copy of this resolution, together with such other proceedings and actions as may be necessary, shall be filed by the Controller, along with a report of the appropriation, with the Indiana Department of Local Government Finance.

**SECTION 6. General Terms of Bonds.**

(a) **Issuance of 2018B Bonds.** In order to procure said loan for such purposes, the Board hereby authorizes the issuance of the 2018B Bonds as described herein. The Controller, as the fiscal officer of the Unit (the “*Fiscal Officer*”), is hereby authorized and directed to have prepared and to issue and sell the 2018B Bonds as negotiable, fully registered bonds of the District in an amount not to exceed the Authorized Amount.

The 2018B Bonds shall be signed in the name of the Unit, acting for and on behalf of the District, by the manual or facsimile signature of the Mayor as executive of the Unit (the “*Executive*”) and attested by the manual or facsimile signature of the Fiscal Officer, who shall affix the seal of the Unit to each of the 2018B Bonds manually or shall have the seal imprinted or impressed thereon by facsimile or other means. In case any officer whose signature or facsimile signature appears on the 2018B Bonds shall cease to be such officer before the delivery of 2018B Bonds, such signature shall nevertheless be valid and sufficient for all purposes as if such officer had remained in office until delivery thereof. The 2018B Bonds also shall be, and will not be valid or become obligatory for any purpose or entitled to any benefit under this resolution unless and until, authenticated by the manual signature of the Registrar (as defined in Section 8 hereof).

The 2018B Bonds shall be numbered consecutively from R-1 upward, shall be issued in denominations of Five Thousand Dollars (\$5,000) or any integral multiple thereof (or such other denomination as the President of the Board shall determine prior to the sale of the 2018B Bonds), shall be originally dated as of the first day of the month in which the 2018B Bonds are sold or dated the date of delivery, as determined by the Fiscal Officer, and shall bear interest payable semi-annually commencing on a February 15 or August 15 determined by

the Fiscal Officer at the time of the sale of the 2018B Bonds, but no earlier than February 15, 2019, and continuing each February 15 and August 15 thereafter at a rate or rates not exceeding six percent (6.00%) per annum (the exact rate or rates to be determined by bidding or negotiation as provided in Section 10 hereof), calculated on the basis of a 360-day year comprised of twelve 30-day months. The 2018B Bonds shall mature on February 15 and/or August 15 of each year in the years and in the amounts determined by the Fiscal Officer at the time of the sale of the 2018B Bonds, provided that the final maturity shall be no later than twenty (20) years from the date of issuance of the 2018B Bonds.

All or a portion of the 2018B Bonds may be aggregated into and issued as one or more term bonds. The term bonds will be subject to mandatory sinking fund redemption with sinking fund payments and final maturities corresponding to the serial maturities described above. Sinking fund payments shall be applied to retire a portion of the term bonds as though it were a redemption of serial bonds, and, if more than one term bond of any maturity is outstanding, redemption of such maturity shall be made by lot. Sinking fund redemption payments shall be made in a principal amount equal to such serial maturities, plus accrued interest to the redemption date, but without premium or penalty. For all purposes of this resolution, such mandatory sinking fund redemption payments shall be deemed to be required payments of principal which mature on the date of such sinking fund payments. Appropriate changes shall be made in the definitive form of 2018B Bonds, relative to the form of 2018B Bonds contained in this resolution, to reflect any mandatory sinking fund redemption terms.

(b) Source of Payment. The 2018B Bonds are, as to all the principal thereof and interest due thereon, special obligations of the District as a special taxing district, payable from special ad valorem property taxes on all taxable property within the District pursuant to Ind. Code § 36-10-4-38 (the “Special Tax”). The District may pay the 2018B Bonds from any funds legally available to the District, but is only obligated to pay the 2018B Bonds from the Special Tax.

(c) Payments. All payments of interest on the 2018B Bonds shall be paid by check mailed one business day prior to the interest payment date to the registered owners thereof as of the first (1st) day of the month in which interest is payable (the “Record Date”) at the addresses as they appear on the registration and transfer books of the Board kept for that purpose by the Registrar (the “Registration Record”) or at such other address as is provided to the Paying Agent (as defined in Section 8 hereof) in writing by such registered owner. Each registered owner of \$1,000,000 or more in principal amount of 2018B Bonds shall be entitled to receive interest payments by wire transfer by providing written wire instructions to the Paying Agent before the Record Date for any payment. All principal payments and premium payments, if any, on the 2018B Bonds shall be made upon surrender thereof at the principal office of the Paying Agent, in any U.S. coin or currency which on the date of such payment shall be legal tender for the payment of public and private debts, or in the case of a registered owner of \$1,000,000 or more in principal amount of 2018B Bonds, by wire transfer on the

due date upon written direction of such owner provided at least fifteen (15) days prior to the maturity date or redemption date.

Interest on 2018B Bonds shall be payable from the interest payment date to which interest has been paid next preceding the authentication date thereof unless such 2018B Bonds are authenticated after the Record Date for an interest payment and on or before such interest payment date in which case they shall bear interest from such interest payment date, or unless authenticated on or before the Record Date for the first interest payment date, in which case they shall bear interest from the original date, until the principal shall be fully paid.

(d) Transfer and Exchange. Each 2018B Bond shall be transferable or exchangeable only upon the Registration Record, by the registered owner thereof in writing, or by the registered owner's attorney duly authorized in writing, upon surrender of such 2018B Bond together with a written instrument of transfer or exchange satisfactory to the Registrar duly executed by the registered owner or such attorney, and thereupon a new fully registered 2018B Bond or Bonds in the same aggregate principal amount, and of the same maturity, shall be executed and delivered in the name of the transferee or transferees or the registered owner, as the case may be, in exchange therefor. The costs of such transfer or exchange shall be borne by the Board, except for any tax or governmental charges required to be paid in connection therewith, which shall be payable by the person requesting such transfer or exchange. The Unit, Board, Registrar, and Paying Agent may treat and consider the persons in whose names such 2018B Bonds are registered as the absolute owners thereof for all purposes including for the purpose of receiving payment of, or on account of, the principal thereof and interest and premium, if any, due thereon.

(e) Mutilated, Lost, Stolen or Destroyed Bonds. In the event any 2018B Bond is mutilated, lost, stolen or destroyed, the Unit may execute and the Registrar may authenticate a new bond of like date, maturity and denomination as that mutilated, lost, stolen or destroyed, which new bond shall be marked in a manner to distinguish it from the bond for which it was issued, provided that, in the case of any mutilated bond, such mutilated bond shall first be surrendered to the Registrar, and in the case of any lost, stolen or destroyed bond there shall be first furnished to the Registrar evidence of such loss, theft or destruction satisfactory to the Fiscal Officer and the Registrar, together with indemnity satisfactory to them. In the event any such bond shall have matured, instead of issuing a duplicate bond, the Unit and the Registrar may, upon receiving indemnity satisfactory to them, pay the same without surrender thereof. The Unit and the Registrar may charge the owner of such 2018B Bond with their reasonable fees and expenses in this connection. Any 2018B Bond issued pursuant to this paragraph shall be deemed an original, substitute contractual obligation of the Unit, acting for and on behalf of the District, whether or not the lost, stolen or destroyed 2018B Bond shall be found at any time, and shall be entitled to all the benefits of this resolution, equally and proportionately with any and all other 2018B Bonds issued hereunder.

**SECTION 7. Terms of Redemption.** The 2018B Bonds may be made redeemable at the option of the Board on thirty (30) days' notice, in whole or in part, in any order of maturities selected by the Board and by lot within a maturity, on dates and with premiums, if any, and other terms as determined by the President of the Board with the advice of the Board's municipal advisor, as evidenced by delivery of the form of 2018B Bonds to the Fiscal Officer.

Notice of redemption shall be mailed by first-class mail to the address of each registered owner of a 2018B Bond to be redeemed as shown on the Registration Record not more than sixty (60) days and not less than thirty (30) days prior to the date fixed for redemption except to the extent such redemption notice is waived by owners of 2018B Bonds redeemed, provided, however, that failure to give such notice by mailing, or any defect therein, with respect to any 2018B Bond shall not affect the validity of any proceedings for the redemption of any other 2018B Bonds. The notice shall specify the date and place of redemption, the redemption price and the CUSIP numbers (if any) of the 2018B Bonds called for redemption. The place of redemption may be determined by the Board. Interest on the 2018B Bonds so called for redemption shall cease on the redemption date fixed in such notice if sufficient funds are available at the place of redemption to pay the redemption price on the date so named, and thereafter, such 2018B Bonds shall no longer be protected by this resolution and shall not be deemed to be outstanding hereunder, and the holders thereof shall have the right only to receive the redemption price.

All 2018B Bonds which have been redeemed shall be canceled and shall not be reissued; provided, however, that one or more new registered bonds shall be issued for the unredeemed portion of any 2018B Bond without charge to the holder thereof.

No later than the date fixed for redemption, funds shall be deposited with the Paying Agent or another paying agent to pay, and such agent is hereby authorized and directed to apply such funds to the payment of, the 2018B Bonds or portions thereof called for redemption, including accrued interest thereon to the redemption date. No payment shall be made upon any 2018B Bond or portion thereof called for redemption until such bond shall have been delivered for payment or cancellation or the Registrar shall have received the items required by this resolution with respect to any mutilated, lost, stolen or destroyed bond.

**SECTION 8. Appointment of Registrar and Paying Agent.** The Fiscal Officer or a financial institution designated by the Fiscal Officer is hereby appointed to serve as registrar and paying agent for the 2018B Bonds (together with any successor, the "Registrar" or "Paying Agent"). The Registrar is hereby charged with the responsibility of authenticating the 2018B Bonds, and shall keep and maintain the Registration Record at its office. The Executive is hereby authorized to enter into such agreements or understandings with any such institution as will enable the institution to perform the services required of the Registrar and Paying Agent. The Fiscal Officer is authorized to pay such fees as any such institution may charge for the services it provides as Registrar and Paying Agent.

The Registrar and Paying Agent may at any time resign as Registrar and Paying Agent by giving thirty (30) days written notice to the Board and to each registered owner of the 2018B Bonds then outstanding, and such resignation will take effect at the end of such thirty (30) days or upon the earlier appointment of a successor Registrar and Paying Agent by the Board. Such

notice to the Board may be served personally or be sent by first-class or registered mail. The Registrar and Paying Agent may be removed at any time as Registrar and Paying Agent by the Board, in which event the Board may appoint a successor Registrar and Paying Agent. The Board shall notify each registered owner of the 2018B Bonds then outstanding of the removal of the Registrar and Paying Agent. Notices to registered owners of the 2018B Bonds shall be deemed to be given when mailed by first-class mail to the addresses of such registered owners as they appear on the Registration Record. Any predecessor Registrar and Paying Agent shall deliver all the 2018B Bonds, cash and investments related thereto in its possession and the Registration Record to the successor Registrar and Paying Agent. At all times, the same entity shall serve as Registrar and as Paying Agent.

**SECTION 9. Form of Bonds; Authorization for Book-Entry System.** The form and tenor of the 2018B Bonds shall be substantially as follows, all blanks to be filled in properly and all necessary additions and deletions to be made prior to delivery thereof:

R-\_\_\_\_\_

UNITED STATES OF AMERICA

STATE OF INDIANA

COUNTY OF MONROE

CITY OF BLOOMINGTON, INDIANA  
PARK DISTRICT BOND, SERIES 2018B

Interest <u>Rate</u>	Maturity <u>Date</u>	Original <u>Date</u>	Authentication <u>Date</u>	<u>CUSIP</u>
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REGISTERED OWNER:

PRINCIPAL SUM: Dollars (\$\_\_\_\_\_)

The City of Bloomington, Indiana (the "Unit"), acting for and on behalf of the City of Bloomington Park District, for value received, hereby promises to pay to the Registered Owner set forth above, the Principal Sum set forth above on the Maturity Date set forth above (unless this bond is subject to and is called for redemption prior to maturity as hereafter provided), and to pay interest thereon until the Principal Sum shall be fully paid at the Interest Rate per annum specified above from the interest payment date to which interest has been paid next preceding the Authentication Date of this bond unless this bond is authenticated after the first day of the month of the interest payment date (the "Record Date") and on or before such interest payment date in which case it shall bear interest from such interest payment date, or unless this bond is authenticated on or before [February/August] 1, 20\_\_ in which case it shall bear interest from the Original Date, which interest is payable semi-annually on February 15 and August 15 of

each year, beginning on [February/August] 15, 20\_\_\_. Interest shall be calculated on the basis of a 360-day year comprised of twelve 30-day months.

The principal of and premium, if any, on this bond are payable at the principal office of \_\_\_\_\_ (the "Registrar" or "Paying Agent"), in \_\_\_\_\_, \_\_\_\_\_. All payments of interest on this bond shall be paid by check mailed one business day prior to the interest payment date to the Registered Owner as of the Record Date at the address as it appears on the registration books kept by the Registrar or at such other address as is provided to the Paying Agent in writing by the Registered Owner. Each Registered Owner of \$1,000,000 or more in principal amount of bonds shall be entitled to receive interest payments by wire transfer by providing written wire instructions to the Paying Agent before the Record Date for any payment. All payments of principal of and premium, if any, on this bond shall be made upon surrender thereof at the principal office of the Paying Agent in any U.S. coin or currency which on the date of such payment shall be legal tender for the payment of public and private debts, or in the case of a Registered Owner of \$1,000,000 or more in principal amount of 2018B Bonds, by wire transfer on the due date upon written direction of such owner provided at least fifteen (15) days prior to the maturity date or redemption date.

This bond is one of an authorized issue of bonds of the District of like original date, tenor and effect, except as to denomination, numbering, interest rates, redemption terms and dates of maturity, in the total amount of \_\_\_\_\_ Dollars (\$\_\_\_\_\_), numbered consecutively from R-1 upward, issued for the purpose of providing funds for certain parks related projects in the Unit, and for the purpose of paying incidental expenses to be incurred in connection therewith and on account of the sale and issuance of bonds therefor, as authorized by Resolution No. \_\_\_\_\_ adopted by the Board of Park Commissioners of the District (the "Board") on the 23<sup>rd</sup> day of October, 2018, entitled "Resolution of the Board of Park Commissioners of the City of Bloomington Authorizing Issuance of 2018B Bonds for the Purpose of Providing Funds to be Applied to Pay for Projects and Incidental Expenses in Connection Therewith and on Account of the Issuance of the 2018B Bonds" (the "Resolution"), and in accordance with the provisions of Indiana law, including without limitation Ind. Code 36-10-4, and other applicable laws, as amended (collectively, the "Act"), all as more particularly described in the Resolution. The owner of this bond, by the acceptance hereof, agrees to all the terms and provisions contained in the Resolution and the Act.

Pursuant to the provisions of the Act and the Resolution, the principal of and interest on this bond and all other bonds of said issue are payable as special taxing district obligations of the City of Bloomington Park District, as a special taxing district, from a special ad valorem property tax to be levied on all taxable property within the District. THIS BOND DOES NOT CONSTITUTE A CORPORATE OBLIGATION OR INDEBTEDNESS OF THE CITY OF BLOOMINGTON, INDIANA, BUT IS AN INDEBTEDNESS OF THE CITY



OF BLOOMINGTON PARK DISTRICT AS A SPECIAL TAXING DISTRICT. NEITHER THE FULL FAITH AND CREDIT NOR THE TAXING POWER OF CITY OF BLOOMINGTON, INDIANA IS PLEDGED TO PAY THE INTEREST OR PREMIUM ON OR THE PRINCIPAL OF THIS BOND.

The bonds of this issue maturing on or after \_\_\_\_\_ 15, \_\_\_\_ are redeemable at the option of the Board on \_\_\_\_\_ 15, \_\_\_\_ or any date thereafter, on thirty (30) days' notice, in whole or in part, in any order of maturities selected by the Board and by lot within a maturity, at 100% of face value plus accrued interest to the date fixed for redemption. Each minimum authorized denomination in principal amount shall be considered a separate bond for purposes of partial redemption.

[Insert mandatory sinking fund redemption terms, if any.]

Notice of such redemption shall be mailed by first-class mail not more than sixty (60) days and not less than thirty (30) days prior to the date fixed for redemption to the address of the registered owner of each bond to be redeemed as shown on the registration record of the Board except to the extent such redemption notice is waived by owners of the bond or bonds redeemed, provided, however, that failure to give such notice by mailing, or any defect therein, with respect to any bond shall not affect the validity of any proceedings for the redemption of any other bonds. The notice shall specify the date and place of redemption, the redemption price and the CUSIP numbers (if any) of the bonds called for redemption. The place of redemption may be determined by the Board. Interest on the bonds so called for redemption shall cease on the redemption date fixed in such notice if sufficient funds are available at the place of redemption to pay the redemption price on the date so named, and thereafter, such bonds shall no longer be protected by the Resolution and shall not be deemed to be outstanding thereunder.

This bond is subject to defeasance prior to payment or redemption as provided in the Resolution.

If this bond shall not be presented for payment or redemption on the date fixed therefor, the Board may deposit in trust with the Paying Agent or another paying agent, an amount sufficient to pay such bond or the redemption price, as the case may be, and thereafter the Registered Owner shall look only to the funds so deposited in trust for payment and the Unit shall have no further obligation or liability in respect thereto.

This bond is transferable or exchangeable only upon the registration record kept for that purpose at the office of the Registrar by the Registered Owner in person, or by the Registered Owner's attorney duly authorized in writing, upon surrender of this bond together with a written instrument of transfer or exchange satisfactory to the Registrar duly executed by the Registered Owner or such attorney, and thereupon a new fully registered bond or bonds in the same

aggregate principal amount, and of the same maturity, shall be executed and delivered in the name of the transferee or transferees or the Registered Owner, as the case may be, in exchange therefor. The Unit, the Board, any registrar and any paying agent for this bond may treat and consider the person in whose name this bond is registered as the absolute owner hereof for all purposes including for the purpose of receiving payment of, or on account of, the principal hereof and interest and premium, if any, due hereon.

[The bonds maturing on any maturity date are issuable only in the denomination of \$5,000 or any integral multiple.]

[A Continuing Disclosure Contract from the Board to each registered owner or holder of any bond, dated as of the date of initial issuance of the bonds (the "Contract"), has been executed by the Board, a copy of which is available from the Board and the terms of which are incorporated herein by this reference. The Contract contains certain promises of the Board to each registered owner or holder of any bond, including a promise to provide certain continuing disclosure. By its payment for and acceptance of this bond, the registered owner or holder of this bond assents to the Contract and to the exchange of such payment and acceptance for such promises.]

It is hereby certified and recited that all acts, conditions and things required to be done precedent to and in the execution, issuance and delivery of this bond have been done and performed in regular and due form as provided by law.

This bond shall not be valid or become obligatory for any purpose until the certificate of authentication hereon shall have been executed by an authorized representative of the Registrar.

IN WITNESS WHEREOF, the Board of Park Commissioners of the City of Bloomington, State of Indiana, has caused this bond to be executed in the name of such Unit, for and on behalf of the Park District of said Unit, by the manual or facsimile signature of the Mayor of said Unit, and attested by manual or facsimile signature by the Controller of said Unit, and the seal of said Unit or a facsimile thereof to be affixed, engraved, imprinted or otherwise reproduced hereon.

CITY OF BLOOMINGTON, INDIANA

By: \_\_\_\_\_  
Mayor

(SEAL)

ATTEST:

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It is hereby certified that this bond is one of the bonds described in the within-mentioned Resolution duly authenticated by the Registrar.

\_\_\_\_\_, as Registrar

By \_\_\_\_\_  
Authorized Representative

The following abbreviations, when used in the inscription on the face of this bond, shall be construed as though they were written out in full according to applicable laws or regulations:

TEN. COM.                      as tenants in common

TEN. ENT.                    as tenants by the entireties

JT. TEN. as joint tenants with right of survivorship and not as tenants in common

UNIF. TRANS.  
MIN. ACT

\_\_\_\_\_  
(Cust.) Custodian (Minor)

under Uniform Transfers to Minors Act of

---

(State)

Additional abbreviations may also be used although not in the above list.

FOR VALUE RECEIVED, the undersigned hereby sells, assigns and transfers unto

(please print or typewrite name and address of transferee)

(please insert social security or  
other identifying number of assignee)

\$\_\_\_\_\_ in principal amount (must be a multiple of [\$5,000]) of the within bond and all rights thereunder, and hereby irrevocably constitutes and

appoints \_\_\_\_\_, attorney, to transfer the within bond on the books kept for registration thereof, with full power of substitution in the premises.

Dated: \_\_\_\_\_

Signature Guaranteed:

\_\_\_\_\_  
NOTICE: Signature(s) must be guaranteed by an eligible guarantor institution participating in a Securities Transfer Association recognized signature guarantee program.

\_\_\_\_\_  
NOTICE: The signature of this assignment must correspond with the name as it appears upon the face of the within bond in every particular, without alteration or enlargement or any change whatever.

(End of Form of 2018B Bond)

The 2018B Bonds may, in compliance with all applicable laws, initially be issued and held in book-entry form on the books of the central depository system, The Depository Trust Company, its successors, or any successor central depository system appointed by the Board from time to time (the “Clearing Agency”), without physical distribution of bonds to the purchasers. The following provisions of this Section apply in such event.

One definitive 2018B Bond of each maturity shall be delivered to the Clearing Agency (or its agent) and held in its custody. The Unit and the Registrar and Paying Agent may, in connection therewith, do or perform or cause to be done or performed any acts or things not adverse to the rights of the holders of the 2018B Bonds as are necessary or appropriate to accomplish or recognize such book-entry form 2018B Bonds.

During any time that the 2018B Bonds remain and are held in book-entry form on the books of a Clearing Agency, (1) any such 2018B Bond may be registered upon the Registration Record in the name of such Clearing Agency, or any nominee thereof, including Cede & Co.; (2) the Clearing Agency in whose name such 2018B Bond is so registered shall be, and the Unit, the Board and the Registrar and Paying Agent may deem and treat such Clearing Agency as, the absolute owner and holder of such 2018B Bond for all purposes of this resolution, including, without limitation, the receiving of payment of the principal of and interest and premium, if any, on such 2018B Bond, the receiving of notice and the giving of consent; (3) neither the Unit or the Board nor the Registrar or Paying Agent shall have any responsibility or obligation hereunder to any direct or indirect participant, within the meaning of Section 17(a) of the Securities Exchange Act of 1933, as amended, of such Clearing Agency, or any person on behalf of which, or otherwise in respect of which, any such participant holds any interest in any 2018B Bond, including, without limitation, any responsibility or obligation hereunder to maintain accurate records of any interest in any 2018B Bond or any responsibility or obligation hereunder with respect to the receiving of payment of principal of or interest or premium, if any, on any 2018B Bond, the receiving of notice or the giving of consent; and (4) the Clearing Agency is not

required to present any 2018B Bond called for partial redemption, if any, prior to receiving payment so long as the Registrar and Paying Agent and the Clearing Agency have agreed to the method for noting such partial redemption.

If either the Board receives notice from the Clearing Agency which is currently the registered owner of the 2018B Bonds to the effect that such Clearing Agency is unable or unwilling to discharge its responsibility as a Clearing Agency for the 2018B Bonds, or the Board elects to discontinue its use of such Clearing Agency as a Clearing Agency for the 2018B Bonds, then the Unit, the Board and the Registrar and Paying Agent each shall do or perform or cause to be done or performed all acts or things, not adverse to the rights of the holders of the 2018B Bonds, as are necessary or appropriate to discontinue use of such Clearing Agency as a Clearing Agency for the 2018B Bonds and to transfer the ownership of each of the 2018B Bonds to such person or persons, including any other Clearing Agency, as the holders of the 2018B Bonds may direct in accordance with this resolution. Any expenses of such discontinuance and transfer, including expenses of printing new certificates to evidence the 2018B Bonds, shall be paid by the Board.

During any time that the 2018B Bonds are held in book-entry form on the books of a Clearing Agency, the Registrar shall be entitled to request and rely upon a certificate or other written representation from the Clearing Agency or any participant or indirect participant with respect to the identity of any beneficial owner of 2018B Bonds as of a record date selected by the Registrar. For purposes of determining whether the consent, advice, direction or demand of a registered owner of a 2018B Bond has been obtained, the Registrar shall be entitled to treat the beneficial owners of the 2018B Bonds as the bondholders and any consent, request, direction, approval, objection or other instrument of such beneficial owner may be obtained in the fashion described in this resolution.

During any time that the 2018B Bonds are held in book-entry form on the books of the Clearing Agency, the provisions of its standard form of Letter of Representations, if executed in connection with the issuance of the 2018B Bonds, as amended and supplemented, or any Blanket Issuer Letter of Representations filed by the Unit, or any successor agreement shall control on the matters set forth therein. The Executive is authorized to execute and deliver such a Letter of Representations. The Registrar, by accepting the duties of Registrar under this resolution, agrees that it will (i) undertake the duties of agent required thereby and that those duties to be undertaken by either the agent or the issuer shall be the responsibility of the Registrar, and (ii) comply with all requirements of the Clearing Agency, including without limitation same day funds settlement payment procedures. Further, during any time that the 2018B Bonds are held in book-entry form, the provisions of this Section shall control over conflicting provisions in any other section of this resolution.

**SECTION 10.**      Sale of Bonds. The 2018B Bonds shall be sold in a competitive sale or by negotiation with a purchaser(s) selected by the President of the Board on the advice of the Board's municipal advisor. If the 2018B Bonds shall be sold in a competitive sale, they shall be sold in accordance with Ind. Code 5-1-11. Bidders for the 2018B Bonds shall be required to name the rate or rates of interest which the 2018B Bonds are to bear, and the manner of calculating such rate in accordance with the instructions set forth in the notice of sale of the 2018B Bonds, but not exceeding six percent (6.00%) per annum. The Fiscal Officer shall award

the 2018B Bonds to the bidder who offers the lowest interest cost, to be determined by computing the total interest on all the 2018B Bonds to their maturities and deducting therefrom the premium bid, if any, or adding thereto the amount of the discount, if any. No bid for less than ninety-nine percent (99%) of the par value of the 2018B Bonds (or such higher percentage as may be determined by the Fiscal Officer at the time of the sale of the 2018B Bonds), plus accrued interest, shall be considered. All bids shall be accompanied by certified or cashier's checks payable to the order of the Board, or a surety bond, in an amount not to exceed one percent of the aggregate principal amount of the 2018B Bonds as a guaranty of the performance of said bid, should it be accepted. In the event no satisfactory bids are received on the day named in the sale notice, the sale may be continued from day to day thereafter for a period of thirty (30) days without re-advertisement; provided, however, that if said sale is continued, no bid shall be accepted which offers an interest cost which is equal to or higher than the best bid received at the time fixed for sale in the bond sale notice. The Fiscal Officer shall have full right to reject any and all bids.

If the 2018B Bonds are sold by negotiated sale, the Executive of the Unit, on behalf of the District, is authorized to negotiate and execute a bond purchase agreement with one or more selected purchaser(s) on terms recommended by the Board's municipal advisor, consistent with the parameters set forth in this Resolution.

After the 2018B Bonds have been properly sold and executed, the Fiscal Officer shall receive from the purchasers payment for the 2018B Bonds and shall provide for delivery of the 2018B Bonds to the purchasers.

In connection with the sale of the 2018B Bonds, the Executive and the Fiscal Officer and the officers of the Board are each authorized to take such actions and to execute and deliver such agreements and instruments as they deem advisable to obtain a rating and/or to obtain bond insurance for the 2018B Bonds, and the taking of such actions and the execution and delivery of such agreements and instruments are hereby approved.

The Fiscal Officer is hereby authorized and directed to obtain a legal opinion as to the validity of the 2018B Bonds from Barnes & Thornburg LLP, and to furnish such opinion to the purchasers of the 2018B Bonds or to cause a copy of said legal opinion to be printed on each 2018B Bond. The cost of such opinion shall be paid out of the proceeds of the 2018B Bonds.

## **SECTION 11.        Funds and Accounts.**

(a)    Use of Bond Proceeds; Capital Fund. Any capitalized interest received at the time of delivery of the 2018B Bonds will be deposited to the Revenues Account of the Bond Fund as defined below and applied to payments on the 2018B Bonds on the first interest payment date. The remaining proceeds received from the sale of the 2018B Bonds shall be deposited in the fund hereby created and designated as the "City of Bloomington Park District Capital Fund" as provided in Ind. Code § 36-10-4-37, and specifically, to the separate account therein which is hereby created and designated as the "2018B Bond Capital Account" (the "Construction Account"). The proceeds deposited in the Construction Account, together with all investment earnings thereon, shall be

expended by the Board only for the purpose of paying expenses incurred in connection with the Project and on account of the sale and issuance of the 2018B Bonds. The Fiscal Officer is hereby authorized to pay costs of issuance from the proceeds of the 2018B Bonds. Any balance remaining in the Construction Account after the completion of the Project which is not required to meet unpaid obligations incurred in connection therewith and on account of the sale and issuance of the 2018B Bonds may be used to pay debt service on the 2018B Bonds or otherwise used as permitted by law.

(b) Bond Fund. There is hereby created a separate fund, designated as the “City of Bloomington Park District Bond Fund” (the “Bond Fund”) as provided in Ind. Code § 36-10-4-38, which shall be applied to the payment of the principal of and interest on the 2018B Bonds, and all other bonds payable from the Special Tax and/or other revenues of the Board as contemplated hereby, and to no other purpose not allowed under Ind. Code § 36-10-4-38. As the Special Tax is collected, it shall be accumulated in an account of the Bond Fund hereby created and designated as the “Special Tax Account”. The Bond Fund shall also have a separate account designated the Revenues Account as described in Section 12 hereof.

**SECTION 12.** Reduction of Special Tax Levy and Pledge of Certain Other Revenues. The amount of the levy under Ind. Code § 36-10-4-38 each year of the Special Tax applicable to making payments on the 2018B Bonds shall be reduced by available revenues of the Board to the extent such revenues have been or will be set aside and designated by the Board for such purpose in the account of the Bond Fund hereby created and designated as the “Revenues Account.” The Board hereby covenants to levy the Special Tax each year payments are due with respect to the 2018B Bonds to the extent the revenues of the Board described herein are not sufficient to timely pay the principal of and interest on the 2018B Bonds.

The amounts available and so designated in the Revenues Account of the Bond Fund shall be determined at the time the budget and tax levy for a given year is finally fixed, and such amounts shall be used for no purpose except as contemplated above and are hereby pledged by the Board to the payment of the 2018B Bonds, such pledge being effective as set forth in Ind. Code § 5-1-14-4 without the necessity of filing or recording this resolution or any other instrument except in the records of the Board.

**SECTION 13.** Defeasance. If, when the 2018B Bonds or any portion thereof shall have become due and payable in accordance with their terms or shall have been duly called for redemption or irrevocable instructions to call the 2018B Bonds or any portion thereof for redemption have been given, and the whole amount of the principal, premium, if any, and the interest so due and payable upon such bonds or any portion thereof then outstanding shall be paid, or (i) cash, or (ii) direct non-callable obligations of or unconditionally guaranteed by (including obligations issued or held in book entry form on the books of) the U.S. Department of the Treasury, and to the extent permitted by Indiana law and by each rating agency maintaining a rating on the 2018B Bonds, RefCorp interest strips, CATS, TIGRS, STRPS, defeased municipal bonds or other investments rated in the highest category for such obligations by Standard & Poor’s Corporation or Moody’s Investors Service (or any combination thereof), the principal of

and the interest on which when due without reinvestment will provide sufficient money, or (iii) any combination of the foregoing, shall be held irrevocably in trust for such purpose, and provision shall also be made for paying all fees and expenses for the payment, then and in that case the 2018B Bonds or such designated portion thereof shall no longer be deemed outstanding or secured by this resolution.

**SECTION 14.**        Tax Matters. In order to preserve the exclusion of interest on the 2018B Bonds from gross income for federal income tax purposes and as an inducement to purchasers of the 2018B Bonds, the Board represents, covenants and agrees that:

(a)        No person or entity, other than the District or another state or local governmental unit, will use proceeds of the 2018B Bonds or property financed by the 2018B Bond proceeds other than as a member of the general public. No person or entity other than the District or another state or local governmental unit will own property financed by 2018B Bond proceeds or will have actual or beneficial use of such property pursuant to a lease, a management or incentive payment contract, an arrangement such as take-or-pay or output contract, or any other type of arrangement that differentiates that person's or entity's use of such property from the use by the public at large.

(b)        No 2018B Bond proceeds will be loaned to any entity or person other than a state or local governmental unit. No 2018B Bond proceeds will be transferred, directly or indirectly, or deemed transferred to a non-governmental person in any manner that would in substance constitute a loan of the 2018B Bond proceeds.

(c)        The Board and the Unit will not take any action or fail to take any action with respect to the 2018B Bonds that would result in the loss of the exclusion from gross income for federal income tax purposes of interest on the 2018B Bonds pursuant to Section 103 of the Internal Revenue Code of 1986, as amended (the "Code"), and the regulations thereunder as applicable to the 2018B Bonds, including, without limitation, the taking of such action as is necessary to rebate or cause to be rebated arbitrage profits on 2018B Bond proceeds or other monies treated as 2018B Bond proceeds to the federal government as provided in Section 148 of the Code, and will set aside such monies, which may be paid from investment income on funds and accounts notwithstanding anything else to the contrary herein, in trust for such purposes.

(d)        The Unit will file an information report on Form 8038-G with the Internal Revenue Service as required by Section 149 of the Code.

(e)        The Board and the Unit will not make any investment or do any other act or thing during the period that any 2018B Bond is outstanding hereunder which would cause any 2018B Bond to be an "arbitrage bond" within the meaning of Section 148 of the Code and the regulations thereunder as applicable to the 2018B Bonds.



Notwithstanding any other provisions of this resolution, the foregoing covenants and authorizations (the “Tax Sections”) which are designed to preserve the exclusion of interest on the 2018B Bonds from gross income under federal income tax law (the “Tax Exemption”) need not be complied with to the extent the Unit receives an opinion of nationally recognized bond counsel that compliance with such Tax Section is unnecessary to preserve the Tax Exemption.

**SECTION 15.**      Amendments. Subject to the terms and provisions contained in this section, and not otherwise, the owners of not less than sixty-six and two-thirds percent (66-2/3%) in aggregate principal amount of the 2018B Bonds then outstanding shall have the right, from time to time, to consent to and approve the adoption by the Board of such resolution or resolutions supplemental hereto as shall be deemed necessary or desirable by the Board for the purpose of amending in any particular any of the terms or provisions contained in this resolution, or in any supplemental resolution; provided, however, that nothing herein contained shall permit or be construed as permitting:

(a) An extension of the maturity of the principal of or interest or premium, if any, on any 2018B Bond or an advancement of the earliest redemption date on any 2018B Bond, without the consent of the holder of each 2018B Bond so affected; or

(b) A reduction in the principal amount of any 2018B Bond or the redemption premium or rate of interest thereon, or a change in the monetary medium in which such amounts are payable, without the consent of the holder of each 2018B Bond so affected; or

(c) A preference or priority of any 2018B Bond over any other 2018B Bond, without the consent of the holders of all 2018B Bonds then outstanding; or

(d) A reduction in the aggregate principal amount of the 2018B Bonds required for consent to such supplemental resolution, without the consent of the holders of all 2018B Bonds then outstanding.

If the Board shall desire to obtain any such consent, it shall cause the Registrar to mail a notice, postage prepaid, to the addresses appearing on the Registration Record. Such notice shall briefly set forth the nature of the proposed supplemental resolution and shall state that a copy thereof is on file at the office of the Registrar for inspection by all owners of the 2018B Bonds. The Registrar shall not, however, be subject to any liability to any owners of the 2018B Bonds by reason of its failure to mail such notice, and any such failure shall not affect the validity of such supplemental resolution when consented to and approved as herein provided.

Whenever at any time within one year after the date of the mailing of such notice, the Board shall receive any instrument or instruments purporting to be executed by the owners of the 2018B Bonds of not less than sixty-six and two-thirds per cent (66-2/3%) in aggregate principal amount of the 2018B Bonds then outstanding, which instrument or instruments shall refer to the proposed supplemental resolution described in such notice, and shall specifically consent to and approve the adoption thereof in substantially the form of the copy thereof referred to in such notice as on file with the Registrar, thereupon, but not otherwise, the Board may adopt such

supplemental resolution in substantially such form, without liability or responsibility to any owners of the 2018B Bonds, whether or not such owners shall have consented thereto.

No owner of any 2018B Bond shall have any right to object to the adoption of such supplemental resolution or to object to any of the terms and provisions contained therein or the operation thereof, or in any manner to question the propriety of the adoption thereof, or to enjoin or restrain the Board or its officers from adopting the same, or from taking any action pursuant to the provisions thereof. Upon the adoption of any supplemental resolution pursuant to the provisions of this section, this resolution shall be, and shall be deemed, modified and amended in accordance therewith, and the respective rights, duties and obligations under this resolution of the Board and the Unit and all owners of 2018B Bonds then outstanding shall thereafter be determined, exercised and enforced in accordance with this resolution, subject in all respects to such modifications and amendments.

Notwithstanding anything contained in the foregoing provisions of this resolution, the rights, duties and obligations of the Board and the Unit and of the owners of the 2018B Bonds, and the terms and provisions of the 2018B Bonds and this resolution, or any supplemental resolution, may be modified or amended in any respect with the consent of the Board and the consent of the owners of all the 2018B Bonds then outstanding.

Without notice to or consent of the owners of the 2018B Bonds, the Board may, from time to time and at any time, adopt such resolutions supplemental hereto as shall not be inconsistent with the terms and provisions hereof (which supplemental resolutions shall thereafter form a part hereof),

(a) To cure any ambiguity or formal defect or omission in this resolution or in any supplemental resolution; or

(b) To grant to or confer upon the owners of the 2018B Bonds any additional rights, remedies, powers, authority or security that may lawfully be granted to or conferred upon the owners of the 2018B Bonds; or

(c) To procure a rating on the 2018B Bonds from a nationally recognized securities rating agency designated in such supplemental resolution, if such supplemental resolution will not adversely affect the owners of the 2018B Bonds; or

(d) To obtain or maintain bond insurance with respect to the 2018B Bonds; or

(e) To provide for the refunding or advance refunding of the 2018B Bonds; or

(f) To make any other change which, in the determination of the Board in its sole discretion, is not to the prejudice of the owners of the 2018B Bonds.

**SECTION 16.** Approval of Official Statement and Continuing Disclosure Undertaking. If required in order to comply with the SEC Rule (defined below), the Fiscal Officer is hereby authorized to deem final an official statement with respect to the 2018B Bonds, as of its date, in accordance with the provisions of Rule 15c2-12 of the United States Securities and Exchange Board, as amended (the “SEC Rule”), subject to completion as permitted by the SEC Rule, and the Board further authorizes the distribution of the deemed final official statement, and the execution, delivery and distribution of such document as further modified and amended with the approval of the Fiscal Officer in the form of a final official statement.

In order to assist any underwriter of the 2018B Bonds in complying with paragraph (b)(5) of the SEC Rule by undertaking to make available appropriate disclosure about the Board and the Unit and the 2018B Bonds to participants in the municipal securities market, the Board hereby covenants, agrees and undertakes, in accordance with the SEC Rule, unless excluded from the applicability of the SEC Rule or otherwise exempted from the provisions of paragraph (b)(5) of the SEC Rule, that it will comply with and carry out all of the provisions of the continuing disclosure contract. “Continuing disclosure contract” shall mean that certain continuing disclosure contract executed by the Board and dated the date of issuance of the 2018B Bonds, as originally executed and as it may be amended from time to time in accordance with the terms thereof. The execution and delivery by the Board of the continuing disclosure contract, and the performance by the Board of its obligations thereunder by or through any employee or agent of the Board or the Unit, are hereby approved, and the Board shall comply with and carry out the terms thereof.

**SECTION 17.** Official Intent to Reimburse. The Board hereby declares its official intent to reimburse the Expenditures for the Project with proceeds of the 2018B Bonds.

**SECTION 18.** No Conflict. All resolutions and orders or parts thereof in conflict with the provisions of this resolution are to the extent of such conflict hereby repealed. After the issuance of the 2018B Bonds and so long as any of the 2018B Bonds or interest or premium, if any, thereon remains unpaid, except as expressly provided herein, this Resolution shall not be repealed or amended in any respect which will adversely affect the rights of the holders of the 2018B Bonds, nor shall the Board adopt any law or resolution which in any way adversely affects the rights of such holders.

**SECTION 19.** Severability. If any section, paragraph or provision of this resolution shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph or provision shall not affect any of the remaining provisions of this resolution.

**SECTION 20.** Non-Business Days. If the date of making any payment or the last date for performance of any act or the exercising of any right, as provided in this resolution, shall be a legal holiday or a day on which banking institutions in the Unit or the jurisdiction in which the Registrar or Paying Agent is located are typically closed, such payment may be made or act performed or right exercised on the next succeeding day not a legal holiday or a day on which such banking institutions are typically closed, with the same force and effect as if done on the nominal date provided in this resolution, and no interest shall accrue for the period after such nominal date.

**SECTION 21.**        Interpretation.    Unless the context or laws clearly require otherwise, references herein to statutes or other laws include the same as modified, supplemented or superseded from time to time.

**SECTION 22.**        Effectiveness. This resolution shall be in full force and effect from and after its passage.

Passed and adopted by the Board of Park Commissioners of the City of Bloomington, Indiana, this 23<sup>rd</sup> day of October, 2018.

BOARD OF PARK COMMISSIONERS OF  
THE CITY OF BLOOMINGTON, INDIANA

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Les Coyne

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Darcie Fawcett

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Joe Hoffmann

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Kathleen Mills

## RESOLUTION NO. 18-04

### DECLARATORY AND BOND RESOLUTION OF THE BOARD OF PARK COMMISSIONERS OF THE CITY OF BLOOMINGTON APPROVING PROJECTS OF THE PARK DISTRICT OF THE CITY OF BLOOMINGTON, INDIANA AND AUTHORIZING ISSUANCE OF 2018C BONDS FOR THE PURPOSE OF PROVIDING FUNDS TO BE APPLIED TO PAY FOR PROJECTS AND INCIDENTAL EXPENSES IN CONNECTION THEREWITH AND ON ACCOUNT OF THE ISSUANCE OF THE 2018C BONDS

**WHEREAS**, the City of Bloomington, Indiana (the “Unit”) has, by ordinance adopted pursuant to Indiana Code 36-10-4 (the “Act”), established the Board of Park Commissioners of the Unit (“Board”) through its Department of Parks and Recreation, which has jurisdiction over the Park District of the Unit (the “District”); and

**WHEREAS**, pursuant to the Act, the Board has considered the issuance of special taxing district bonds of the District to finance certain capital improvements at facilities operated by the City of Bloomington Parks Department including the design, acquisition and construction of (i) entryway beautification, tree planting, landscaping, and related improvements at the entryways to the City; (ii) the replacement of trees along City roadways; (iii) alley enhancements and rebuilding; and (iv) all related and incidental expenses incurred in connection therewith (the “Project”), and to pay the expenses incurred in connection with or on account of the issuance of the 2018C Bonds to finance the Project; and

**WHEREAS**, the Board has caused general plans for the Project to be prepared and has caused the maximum estimated costs of the Project to be determined; and

**WHEREAS**, the Project constitutes park improvements under the Act and park purposes under Indiana Code 36-10-1; and

**WHEREAS**, the Board deems it advisable to issue the “City of Bloomington, Indiana, Park District Bonds, Series 2018C” (the “2018C Bonds”) in an original aggregate principal amount not to exceed Two Million Nine Hundred Sixty-Five Thousand Dollars (\$2,965,000) (the “Authorized Amount”) for the purpose of providing for the payment of (i) costs of the Project, (ii) reimbursement of preliminary expenses related thereto and all incidental expenses incurred in connection therewith, including necessary engineering, design, supervisory, and related activities and capitalized interest (all of which are deemed to be a part of the Project), and (iii) the costs of selling and issuing the 2018C Bonds; and

**WHEREAS**, it would be of public utility and benefit and in the best interests of the District and its citizens to pay the costs of the Project and of the sale and issuance of the 2018C Bonds, which will provide special benefits to property owners in the District, such 2018C Bonds to be issued as special taxing district bonds of the District payable from special ad valorem property taxes as described more fully herein; and

**WHEREAS**, the amount of proceeds of the 2018C Bonds allocated to pay costs of the Project, together with estimated investment earnings thereon, does not exceed the cost of the Project as estimated by the Board; and

**WHEREAS**, the Board did not include the proceeds of the 2018C Bonds in the regular budget for the year 2018; and

**WHEREAS**, there are insufficient funds available or provided for in the existing budget and tax levy which may be applied to the cost of the Project, and the issuance of the 2018C Bonds has been authorized to procure the necessary funds and a need exists for the making of the additional appropriation set out herein; and

**WHEREAS**, notice of a hearing on said appropriation has been published as required by law; and

**WHEREAS**, such public hearing was held on October 23, 2018, at 4:00 p.m. (local time) in the Council Chambers at Bloomington City Hall, 401 North Morton Street, Bloomington, Indiana, on said appropriation at which all taxpayers and interested persons had an opportunity to appear and express their views regarding such additional appropriation; and

**WHEREAS**, the Board expects to pay for certain costs of the Project (collectively, the “*Expenditures*”) prior to the issuance of the 2018C Bonds, and to reimburse the Expenditures with the proceeds of the 2018C Bonds; and

**WHEREAS**, the Commission desires to declare its intent to reimburse the Expenditures pursuant to Treas. Reg. § 1.150-2 and Indiana Code §5-1-14-6(c); and

**WHEREAS**, all conditions precedent to the adoption of a resolution authorizing the issuance of the 2018C Bonds have been complied with in accordance with the applicable provisions of the Act.

**NOW, THEREFORE, THE BOARD OF PARK COMMISSIONERS OF THE CITY OF BLOOMINGTON, INDIANA, RESOLVES THE FOLLOWING:**

**SECTION 1. Preliminary Approval of Project.** The Board preliminarily finds that it is necessary for the public health and welfare and will be of public utility and benefit to proceed with the Project.

**SECTION 2. Preliminary Plans and Specifications.** The Board hereby authorizes the President or Vice President of the Board to select the design firm for the Project (the “*Design Firm*”). The Board hereby directs the Design Firm so selected to prepare preliminary plans and specifications and a more detailed estimate of the cost of the Project, including costs of issuing the 2018C Bonds to finance the Project, which in no event shall exceed Two Million Nine Hundred Sixty-Five Thousand Dollars (\$2,965,000).

**SECTION 3. Public Hearing on the Project.** The Board hereby authorizes publication of a notice of the adoption and content of this resolution, and of a public hearing to be conducted hereon (the “Confirmatory Resolution Public Hearing”). Notice shall be published one time in the Bloomington Herald-Times, at least ten days prior to the Confirmatory Resolution Public Hearing.

**SECTION 4. Authorization for Bonds.** In order to provide financing for the Project as described above and the costs of selling and issuing the 2018C Bonds, the District shall borrow money, and the Unit, acting for and on behalf of the District, shall issue the 2018C Bonds in an amount not to exceed the Authorized Amount and as otherwise herein authorized.

**SECTION 5. Appropriation of Bond Proceeds.** The Board hereby appropriates a sum not to exceed Two Million Nine Hundred Sixty-Five Thousand Dollars (\$2,965,000), out of the proceeds of the 2018C Bonds, together with all investment earnings thereon, for the use of the Board in paying the costs of the Project. Such appropriation shall be in addition to all appropriations provided for in the existing budget and levy, and shall continue in effect until the completion of the Project. Any surplus of such proceeds shall be credited to the proper fund as provided by law. All actions previously taken in connection with such appropriation, including publication of the notice of the public hearing, be, and hereby are, ratified and approved. A certified copy of this resolution, together with such other proceedings and actions as may be necessary, shall be filed by the Controller, along with a report of the appropriation, with the Indiana Department of Local Government Finance.

**SECTION 6. General Terms of Bonds.**

(a) **Issuance of 2018C Bonds.** In order to procure said loan for such purposes, the Board hereby authorizes the issuance of the 2018C Bonds as described herein. The Controller, as the fiscal officer of the Unit (the “*Fiscal Officer*”), is hereby authorized and directed to have prepared and to issue and sell the 2018C Bonds as negotiable, fully registered bonds of the District in an amount not to exceed the Authorized Amount.

The 2018C Bonds shall be signed in the name of the Unit, acting for and on behalf of the District, by the manual or facsimile signature of the Mayor as executive of the Unit (the “*Executive*”) and attested by the manual or facsimile signature of the Fiscal Officer, who shall affix the seal of the Unit to each of the 2018C Bonds manually or shall have the seal imprinted or impressed thereon by facsimile or other means. In case any officer whose signature or facsimile signature appears on the 2018C Bonds shall cease to be such officer before the delivery of 2018C Bonds, such signature shall nevertheless be valid and sufficient for all purposes as if such officer had remained in office until delivery thereof. The 2018C Bonds also shall be, and will not be valid or become obligatory for any purpose or entitled to any benefit under this resolution unless and until, authenticated by the manual signature of the Registrar (as defined in Section 8 hereof).

The 2018C Bonds shall be numbered consecutively from R-1 upward, shall be issued in denominations of Five Thousand Dollars (\$5,000) or any integral multiple thereof (or such other denomination as the President of the Board shall determine prior to the sale of the 2018C Bonds), shall be originally dated as of the first day of the month in which the 2018C Bonds are sold or dated the date of delivery, as determined by the Fiscal Officer, and shall bear interest payable semi-annually commencing on a February 15 or August 15 determined by

the Fiscal Officer at the time of the sale of the 2018C Bonds, but no earlier than February 15, 2019, and continuing each February 15 and August 15 thereafter at a rate or rates not exceeding six percent (6.00%) per annum (the exact rate or rates to be determined by bidding or negotiation as provided in Section 10 hereof), calculated on the basis of a 360-day year comprised of twelve 30-day months. The 2018C Bonds shall mature on February 15 and/or August 15 of each year in the years and in the amounts determined by the Fiscal Officer at the time of the sale of the 2018C Bonds, provided that the final maturity shall be no later than twenty (20) years from the date of issuance of the 2018C Bonds.

All or a portion of the 2018C Bonds may be aggregated into and issued as one or more term bonds. The term bonds will be subject to mandatory sinking fund redemption with sinking fund payments and final maturities corresponding to the serial maturities described above. Sinking fund payments shall be applied to retire a portion of the term bonds as though it were a redemption of serial bonds, and, if more than one term bond of any maturity is outstanding, redemption of such maturity shall be made by lot. Sinking fund redemption payments shall be made in a principal amount equal to such serial maturities, plus accrued interest to the redemption date, but without premium or penalty. For all purposes of this resolution, such mandatory sinking fund redemption payments shall be deemed to be required payments of principal which mature on the date of such sinking fund payments. Appropriate changes shall be made in the definitive form of 2018C Bonds, relative to the form of 2018C Bonds contained in this resolution, to reflect any mandatory sinking fund redemption terms.

(b) Source of Payment. The 2018C Bonds are, as to all the principal thereof and interest due thereon, special obligations of the District as a special taxing district, payable from special ad valorem property taxes on all taxable property within the District pursuant to Ind. Code § 36-10-4-38 (the “Special Tax”). The District may pay the 2018C Bonds from any funds legally available to the District, but is only obligated to pay the 2018C Bonds from the Special Tax.

(c) Payments. All payments of interest on the 2018C Bonds shall be paid by check mailed one business day prior to the interest payment date to the registered owners thereof as of the first (1st) day of the month in which interest is payable (the “Record Date”) at the addresses as they appear on the registration and transfer books of the Board kept for that purpose by the Registrar (the “Registration Record”) or at such other address as is provided to the Paying Agent (as defined in Section 8 hereof) in writing by such registered owner. Each registered owner of \$1,000,000 or more in principal amount of 2018C Bonds shall be entitled to receive interest payments by wire transfer by providing written wire instructions to the Paying Agent before the Record Date for any payment. All principal payments and premium payments, if any, on the 2018C Bonds shall be made upon surrender thereof at the principal office of the Paying Agent, in any U.S. coin or currency which on the date of such payment shall be legal tender for the payment of public and private debts, or in the case of a registered owner of \$1,000,000 or more in principal amount of 2018C Bonds, by wire transfer on the



due date upon written direction of such owner provided at least fifteen (15) days prior to the maturity date or redemption date.

Interest on 2018C Bonds shall be payable from the interest payment date to which interest has been paid next preceding the authentication date thereof unless such 2018C Bonds are authenticated after the Record Date for an interest payment and on or before such interest payment date in which case they shall bear interest from such interest payment date, or unless authenticated on or before the Record Date for the first interest payment date, in which case they shall bear interest from the original date, until the principal shall be fully paid.

(d) Transfer and Exchange. Each 2018C Bond shall be transferable or exchangeable only upon the Registration Record, by the registered owner thereof in writing, or by the registered owner's attorney duly authorized in writing, upon surrender of such 2018C Bond together with a written instrument of transfer or exchange satisfactory to the Registrar duly executed by the registered owner or such attorney, and thereupon a new fully registered 2018C Bond or Bonds in the same aggregate principal amount, and of the same maturity, shall be executed and delivered in the name of the transferee or transferees or the registered owner, as the case may be, in exchange therefor. The costs of such transfer or exchange shall be borne by the Board, except for any tax or governmental charges required to be paid in connection therewith, which shall be payable by the person requesting such transfer or exchange. The Unit, Board, Registrar, and Paying Agent may treat and consider the persons in whose names such 2018C Bonds are registered as the absolute owners thereof for all purposes including for the purpose of receiving payment of, or on account of, the principal thereof and interest and premium, if any, due thereon.

(e) Mutilated, Lost, Stolen or Destroyed Bonds. In the event any 2018C Bond is mutilated, lost, stolen or destroyed, the Unit may execute and the Registrar may authenticate a new bond of like date, maturity and denomination as that mutilated, lost, stolen or destroyed, which new bond shall be marked in a manner to distinguish it from the bond for which it was issued, provided that, in the case of any mutilated bond, such mutilated bond shall first be surrendered to the Registrar, and in the case of any lost, stolen or destroyed bond there shall be first furnished to the Registrar evidence of such loss, theft or destruction satisfactory to the Fiscal Officer and the Registrar, together with indemnity satisfactory to them. In the event any such bond shall have matured, instead of issuing a duplicate bond, the Unit and the Registrar may, upon receiving indemnity satisfactory to them, pay the same without surrender thereof. The Unit and the Registrar may charge the owner of such 2018C Bond with their reasonable fees and expenses in this connection. Any 2018C Bond issued pursuant to this paragraph shall be deemed an original, substitute contractual obligation of the Unit, acting for and on behalf of the District, whether or not the lost, stolen or destroyed 2018C Bond shall be found at any time, and shall be entitled to all the benefits of this resolution, equally and proportionately with any and all other 2018C Bonds issued hereunder.

**SECTION 7. Terms of Redemption.** The 2018C Bonds may be made redeemable at the option of the Board on thirty (30) days' notice, in whole or in part, in any order of maturities selected by the Board and by lot within a maturity, on dates and with premiums, if any, and other terms as determined by the President of the Board with the advice of the Board's municipal advisor, as evidenced by delivery of the form of 2018C Bonds to the Fiscal Officer.

Notice of redemption shall be mailed by first-class mail to the address of each registered owner of a 2018C Bond to be redeemed as shown on the Registration Record not more than sixty (60) days and not less than thirty (30) days prior to the date fixed for redemption except to the extent such redemption notice is waived by owners of 2018C Bonds redeemed, provided, however, that failure to give such notice by mailing, or any defect therein, with respect to any 2018C Bond shall not affect the validity of any proceedings for the redemption of any other 2018C Bonds. The notice shall specify the date and place of redemption, the redemption price and the CUSIP numbers (if any) of the 2018C Bonds called for redemption. The place of redemption may be determined by the Board. Interest on the 2018C Bonds so called for redemption shall cease on the redemption date fixed in such notice if sufficient funds are available at the place of redemption to pay the redemption price on the date so named, and thereafter, such 2018C Bonds shall no longer be protected by this resolution and shall not be deemed to be outstanding hereunder, and the holders thereof shall have the right only to receive the redemption price.

All 2018C Bonds which have been redeemed shall be canceled and shall not be reissued; provided, however, that one or more new registered bonds shall be issued for the unredeemed portion of any 2018C Bond without charge to the holder thereof.

No later than the date fixed for redemption, funds shall be deposited with the Paying Agent or another paying agent to pay, and such agent is hereby authorized and directed to apply such funds to the payment of, the 2018C Bonds or portions thereof called for redemption, including accrued interest thereon to the redemption date. No payment shall be made upon any 2018C Bond or portion thereof called for redemption until such bond shall have been delivered for payment or cancellation or the Registrar shall have received the items required by this resolution with respect to any mutilated, lost, stolen or destroyed bond.

**SECTION 8. Appointment of Registrar and Paying Agent.** The Fiscal Officer or a financial institution designated by the Fiscal Officer is hereby appointed to serve as registrar and paying agent for the 2018C Bonds (together with any successor, the "Registrar" or "Paying Agent"). The Registrar is hereby charged with the responsibility of authenticating the 2018C Bonds, and shall keep and maintain the Registration Record at its office. The Executive is hereby authorized to enter into such agreements or understandings with any such institution as will enable the institution to perform the services required of the Registrar and Paying Agent. The Fiscal Officer is authorized to pay such fees as any such institution may charge for the services it provides as Registrar and Paying Agent.

The Registrar and Paying Agent may at any time resign as Registrar and Paying Agent by giving thirty (30) days written notice to the Board and to each registered owner of the 2018C Bonds then outstanding, and such resignation will take effect at the end of such thirty (30) days or upon the earlier appointment of a successor Registrar and Paying Agent by the Board. Such

notice to the Board may be served personally or be sent by first-class or registered mail. The Registrar and Paying Agent may be removed at any time as Registrar and Paying Agent by the Board, in which event the Board may appoint a successor Registrar and Paying Agent. The Board shall notify each registered owner of the 2018C Bonds then outstanding of the removal of the Registrar and Paying Agent. Notices to registered owners of the 2018C Bonds shall be deemed to be given when mailed by first-class mail to the addresses of such registered owners as they appear on the Registration Record. Any predecessor Registrar and Paying Agent shall deliver all the 2018C Bonds, cash and investments related thereto in its possession and the Registration Record to the successor Registrar and Paying Agent. At all times, the same entity shall serve as Registrar and as Paying Agent.

**SECTION 9. Form of Bonds; Authorization for Book-Entry System.** The form and tenor of the 2018C Bonds shall be substantially as follows, all blanks to be filled in properly and all necessary additions and deletions to be made prior to delivery thereof:

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UNITED STATES OF AMERICA

STATE OF INDIANA

COUNTY OF MONROE

CITY OF BLOOMINGTON, INDIANA  
PARK DISTRICT BOND, SERIES 2018C

Interest <u>Rate</u>	Maturity <u>Date</u>	Original <u>Date</u>	Authentication <u>Date</u>	<u>CUSIP</u>
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REGISTERED OWNER:

PRINCIPAL SUM: Dollars (\$\_\_\_\_\_)

The City of Bloomington, Indiana (the "Unit"), acting for and on behalf of the City of Bloomington Park District, for value received, hereby promises to pay to the Registered Owner set forth above, the Principal Sum set forth above on the Maturity Date set forth above (unless this bond is subject to and is called for redemption prior to maturity as hereafter provided), and to pay interest thereon until the Principal Sum shall be fully paid at the Interest Rate per annum specified above from the interest payment date to which interest has been paid next preceding the Authentication Date of this bond unless this bond is authenticated after the first day of the month of the interest payment date (the "Record Date") and on or before such interest payment date in which case it shall bear interest from such interest payment date, or unless this bond is authenticated on or before [February/August] 1, 20\_\_ in which case it shall bear interest from the Original Date, which interest is payable semi-annually on February 15 and August 15 of

each year, beginning on [February/August] 15, 20\_\_\_. Interest shall be calculated on the basis of a 360-day year comprised of twelve 30-day months.

The principal of and premium, if any, on this bond are payable at the principal office of \_\_\_\_\_ (the "Registrar" or "Paying Agent"), in \_\_\_\_\_, \_\_\_\_\_. All payments of interest on this bond shall be paid by check mailed one business day prior to the interest payment date to the Registered Owner as of the Record Date at the address as it appears on the registration books kept by the Registrar or at such other address as is provided to the Paying Agent in writing by the Registered Owner. Each Registered Owner of \$1,000,000 or more in principal amount of bonds shall be entitled to receive interest payments by wire transfer by providing written wire instructions to the Paying Agent before the Record Date for any payment. All payments of principal of and premium, if any, on this bond shall be made upon surrender thereof at the principal office of the Paying Agent in any U.S. coin or currency which on the date of such payment shall be legal tender for the payment of public and private debts, or in the case of a Registered Owner of \$1,000,000 or more in principal amount of 2018C Bonds, by wire transfer on the due date upon written direction of such owner provided at least fifteen (15) days prior to the maturity date or redemption date.

This bond is one of an authorized issue of bonds of the District of like original date, tenor and effect, except as to denomination, numbering, interest rates, redemption terms and dates of maturity, in the total amount of \_\_\_\_\_ Dollars (\$\_\_\_\_\_), numbered consecutively from R-1 upward, issued for the purpose of providing funds for certain parks related projects in the Unit, and for the purpose of paying incidental expenses to be incurred in connection therewith and on account of the sale and issuance of bonds therefor, as authorized by Resolution No. \_\_\_\_\_ adopted by the Board of Park Commissioners of the District (the "Board") on the 23<sup>rd</sup> day of October, 2018, entitled "Resolution of the Board of Park Commissioners of the City of Bloomington Authorizing Issuance of 2018C Bonds for the Purpose of Providing Funds to be Applied to Pay for Projects and Incidental Expenses in Connection Therewith and on Account of the Issuance of the 2018C Bonds" (the "Resolution"), and in accordance with the provisions of Indiana law, including without limitation Ind. Code 36-10-4, and other applicable laws, as amended (collectively, the "Act"), all as more particularly described in the Resolution. The owner of this bond, by the acceptance hereof, agrees to all the terms and provisions contained in the Resolution and the Act.

Pursuant to the provisions of the Act and the Resolution, the principal of and interest on this bond and all other bonds of said issue are payable as special taxing district obligations of the City of Bloomington Park District, as a special taxing district, from a special ad valorem property tax to be levied on all taxable property within the District. THIS BOND DOES NOT CONSTITUTE A CORPORATE OBLIGATION OR INDEBTEDNESS OF THE CITY OF BLOOMINGTON, INDIANA, BUT IS AN INDEBTEDNESS OF THE CITY

OF BLOOMINGTON PARK DISTRICT AS A SPECIAL TAXING DISTRICT. NEITHER THE FULL FAITH AND CREDIT NOR THE TAXING POWER OF CITY OF BLOOMINGTON, INDIANA IS PLEDGED TO PAY THE INTEREST OR PREMIUM ON OR THE PRINCIPAL OF THIS BOND.

The bonds of this issue maturing on or after \_\_\_\_\_ 15, \_\_\_\_ are redeemable at the option of the Board on \_\_\_\_\_ 15, \_\_\_\_ or any date thereafter, on thirty (30) days' notice, in whole or in part, in any order of maturities selected by the Board and by lot within a maturity, at 100% of face value plus accrued interest to the date fixed for redemption. Each minimum authorized denomination in principal amount shall be considered a separate bond for purposes of partial redemption.

[Insert mandatory sinking fund redemption terms, if any.]

Notice of such redemption shall be mailed by first-class mail not more than sixty (60) days and not less than thirty (30) days prior to the date fixed for redemption to the address of the registered owner of each bond to be redeemed as shown on the registration record of the Board except to the extent such redemption notice is waived by owners of the bond or bonds redeemed, provided, however, that failure to give such notice by mailing, or any defect therein, with respect to any bond shall not affect the validity of any proceedings for the redemption of any other bonds. The notice shall specify the date and place of redemption, the redemption price and the CUSIP numbers (if any) of the bonds called for redemption. The place of redemption may be determined by the Board. Interest on the bonds so called for redemption shall cease on the redemption date fixed in such notice if sufficient funds are available at the place of redemption to pay the redemption price on the date so named, and thereafter, such bonds shall no longer be protected by the Resolution and shall not be deemed to be outstanding thereunder.

This bond is subject to defeasance prior to payment or redemption as provided in the Resolution.

If this bond shall not be presented for payment or redemption on the date fixed therefor, the Board may deposit in trust with the Paying Agent or another paying agent, an amount sufficient to pay such bond or the redemption price, as the case may be, and thereafter the Registered Owner shall look only to the funds so deposited in trust for payment and the Unit shall have no further obligation or liability in respect thereto.

This bond is transferable or exchangeable only upon the registration record kept for that purpose at the office of the Registrar by the Registered Owner in person, or by the Registered Owner's attorney duly authorized in writing, upon surrender of this bond together with a written instrument of transfer or exchange satisfactory to the Registrar duly executed by the Registered Owner or such attorney, and thereupon a new fully registered bond or bonds in the same

aggregate principal amount, and of the same maturity, shall be executed and delivered in the name of the transferee or transferees or the Registered Owner, as the case may be, in exchange therefor. The Unit, the Board, any registrar and any paying agent for this bond may treat and consider the person in whose name this bond is registered as the absolute owner hereof for all purposes including for the purpose of receiving payment of, or on account of, the principal hereof and interest and premium, if any, due hereon.

[The bonds maturing on any maturity date are issuable only in the denomination of \$5,000 or any integral multiple.]

[A Continuing Disclosure Contract from the Board to each registered owner or holder of any bond, dated as of the date of initial issuance of the bonds (the "Contract"), has been executed by the Board, a copy of which is available from the Board and the terms of which are incorporated herein by this reference. The Contract contains certain promises of the Board to each registered owner or holder of any bond, including a promise to provide certain continuing disclosure. By its payment for and acceptance of this bond, the registered owner or holder of this bond assents to the Contract and to the exchange of such payment and acceptance for such promises.]

It is hereby certified and recited that all acts, conditions and things required to be done precedent to and in the execution, issuance and delivery of this bond have been done and performed in regular and due form as provided by law.

This bond shall not be valid or become obligatory for any purpose until the certificate of authentication hereon shall have been executed by an authorized representative of the Registrar.

IN WITNESS WHEREOF, the Board of Park Commissioners of the City of Bloomington, State of Indiana, has caused this bond to be executed in the name of such Unit, for and on behalf of the Park District of said Unit, by the manual or facsimile signature of the Mayor of said Unit, and attested by manual or facsimile signature by the Controller of said Unit, and the seal of said Unit or a facsimile thereof to be affixed, engraved, imprinted or otherwise reproduced hereon.

CITY OF BLOOMINGTON, INDIANA

By: \_\_\_\_\_  
Mayor

(SEAL)

ATTEST:

\_\_\_\_\_  
Controller

It is hereby certified that this bond is one of the bonds described in the within-mentioned Resolution duly authenticated by the Registrar.

\_\_\_\_\_, as Registrar

By \_\_\_\_\_  
Authorized Representative

The following abbreviations, when used in the inscription on the face of this bond, shall be construed as though they were written out in full according to applicable laws or regulations:

TEN. COM.                      as tenants in common

TEN. ENT.                      as tenants by the entireties

JT. TEN.                      as joint tenants with right of survivorship and not as  
tenants in common

UNIF. TRANS.  
MIN. ACT

\_\_\_\_\_ Custodian \_\_\_\_\_  
(Cust.)    (Minor)

under Uniform Transfers to Minors Act of

\_\_\_\_\_  
(State)

Additional abbreviations may also be used although not in the above list.

FOR VALUE RECEIVED, the undersigned hereby sells, assigns and transfers unto

\_\_\_\_\_  
(please print or typewrite name and address of transferee)

\_\_\_\_\_  
(please insert social security or  
other identifying number of assignee)

\$\_\_\_\_\_ in principal amount (must be a multiple of [\$5,000]) of the within bond and all rights thereunder, and hereby irrevocably constitutes and

appoints \_\_\_\_\_, attorney, to transfer the within bond on the books kept for registration thereof, with full power of substitution in the premises.

Dated: \_\_\_\_\_

Signature Guaranteed:

\_\_\_\_\_  
NOTICE: Signature(s) must be guaranteed by an eligible guarantor institution participating in a Securities Transfer Association recognized signature guarantee program.

\_\_\_\_\_  
NOTICE: The signature of this assignment must correspond with the name as it appears upon the face of the within bond in every particular, without alteration or enlargement or any change whatever.

(End of Form of 2018C Bond)

The 2018C Bonds may, in compliance with all applicable laws, initially be issued and held in book-entry form on the books of the central depository system, The Depository Trust Company, its successors, or any successor central depository system appointed by the Board from time to time (the “Clearing Agency”), without physical distribution of bonds to the purchasers. The following provisions of this Section apply in such event.

One definitive 2018C Bond of each maturity shall be delivered to the Clearing Agency (or its agent) and held in its custody. The Unit and the Registrar and Paying Agent may, in connection therewith, do or perform or cause to be done or performed any acts or things not adverse to the rights of the holders of the 2018C Bonds as are necessary or appropriate to accomplish or recognize such book-entry form 2018C Bonds.

During any time that the 2018C Bonds remain and are held in book-entry form on the books of a Clearing Agency, (1) any such 2018C Bond may be registered upon the Registration Record in the name of such Clearing Agency, or any nominee thereof, including Cede & Co.; (2) the Clearing Agency in whose name such 2018C Bond is so registered shall be, and the Unit, the Board and the Registrar and Paying Agent may deem and treat such Clearing Agency as, the absolute owner and holder of such 2018C Bond for all purposes of this resolution, including, without limitation, the receiving of payment of the principal of and interest and premium, if any, on such 2018C Bond, the receiving of notice and the giving of consent; (3) neither the Unit or the Board nor the Registrar or Paying Agent shall have any responsibility or obligation hereunder to any direct or indirect participant, within the meaning of Section 17(a) of the Securities Exchange Act of 1933, as amended, of such Clearing Agency, or any person on behalf of which, or otherwise in respect of which, any such participant holds any interest in any 2018C Bond, including, without limitation, any responsibility or obligation hereunder to maintain accurate records of any interest in any 2018C Bond or any responsibility or obligation hereunder with respect to the receiving of payment of principal of or interest or premium, if any, on any 2018C Bond, the receiving of notice or the giving of consent; and (4) the Clearing Agency is not



required to present any 2018C Bond called for partial redemption, if any, prior to receiving payment so long as the Registrar and Paying Agent and the Clearing Agency have agreed to the method for noting such partial redemption.

If either the Board receives notice from the Clearing Agency which is currently the registered owner of the 2018C Bonds to the effect that such Clearing Agency is unable or unwilling to discharge its responsibility as a Clearing Agency for the 2018C Bonds, or the Board elects to discontinue its use of such Clearing Agency as a Clearing Agency for the 2018C Bonds, then the Unit, the Board and the Registrar and Paying Agent each shall do or perform or cause to be done or performed all acts or things, not adverse to the rights of the holders of the 2018C Bonds, as are necessary or appropriate to discontinue use of such Clearing Agency as a Clearing Agency for the 2018C Bonds and to transfer the ownership of each of the 2018C Bonds to such person or persons, including any other Clearing Agency, as the holders of the 2018C Bonds may direct in accordance with this resolution. Any expenses of such discontinuance and transfer, including expenses of printing new certificates to evidence the 2018C Bonds, shall be paid by the Board.

During any time that the 2018C Bonds are held in book-entry form on the books of a Clearing Agency, the Registrar shall be entitled to request and rely upon a certificate or other written representation from the Clearing Agency or any participant or indirect participant with respect to the identity of any beneficial owner of 2018C Bonds as of a record date selected by the Registrar. For purposes of determining whether the consent, advice, direction or demand of a registered owner of a 2018C Bond has been obtained, the Registrar shall be entitled to treat the beneficial owners of the 2018C Bonds as the bondholders and any consent, request, direction, approval, objection or other instrument of such beneficial owner may be obtained in the fashion described in this resolution.

During any time that the 2018C Bonds are held in book-entry form on the books of the Clearing Agency, the provisions of its standard form of Letter of Representations, if executed in connection with the issuance of the 2018C Bonds, as amended and supplemented, or any Blanket Issuer Letter of Representations filed by the Unit, or any successor agreement shall control on the matters set forth therein. The Executive is authorized to execute and deliver such a Letter of Representations. The Registrar, by accepting the duties of Registrar under this resolution, agrees that it will (i) undertake the duties of agent required thereby and that those duties to be undertaken by either the agent or the issuer shall be the responsibility of the Registrar, and (ii) comply with all requirements of the Clearing Agency, including without limitation same day funds settlement payment procedures. Further, during any time that the 2018C Bonds are held in book-entry form, the provisions of this Section shall control over conflicting provisions in any other section of this resolution.

**SECTION 10.**      Sale of Bonds. The 2018C Bonds shall be sold in a competitive sale or by negotiation with a purchaser(s) selected by the President of the Board on the advice of the Board's municipal advisor. If the 2018C Bonds shall be sold in a competitive sale, they shall be sold in accordance with Ind. Code 5-1-11. Bidders for the 2018C Bonds shall be required to name the rate or rates of interest which the 2018C Bonds are to bear, and the manner of calculating such rate in accordance with the instructions set forth in the notice of sale of the 2018C Bonds, but not exceeding six percent (6.00%) per annum. The Fiscal Officer shall award

the 2018C Bonds to the bidder who offers the lowest interest cost, to be determined by computing the total interest on all the 2018C Bonds to their maturities and deducting therefrom the premium bid, if any, or adding thereto the amount of the discount, if any. No bid for less than ninety-nine percent (99%) of the par value of the 2018C Bonds (or such higher percentage as may be determined by the Fiscal Officer at the time of the sale of the 2018C Bonds), plus accrued interest, shall be considered. All bids shall be accompanied by certified or cashier's checks payable to the order of the Board, or a surety bond, in an amount not to exceed one percent of the aggregate principal amount of the 2018C Bonds as a guaranty of the performance of said bid, should it be accepted. In the event no satisfactory bids are received on the day named in the sale notice, the sale may be continued from day to day thereafter for a period of thirty (30) days without re-advertisement; provided, however, that if said sale is continued, no bid shall be accepted which offers an interest cost which is equal to or higher than the best bid received at the time fixed for sale in the bond sale notice. The Fiscal Officer shall have full right to reject any and all bids.

If the 2018C Bonds are sold by negotiated sale, the Executive of the Unit, on behalf of the District, is authorized to negotiate and execute a bond purchase agreement with one or more selected purchaser(s) on terms recommended by the Board's municipal advisor, consistent with the parameters set forth in this Resolution.

After the 2018C Bonds have been properly sold and executed, the Fiscal Officer shall receive from the purchasers payment for the 2018C Bonds and shall provide for delivery of the 2018C Bonds to the purchasers.

In connection with the sale of the 2018C Bonds, the Executive and the Fiscal Officer and the officers of the Board are each authorized to take such actions and to execute and deliver such agreements and instruments as they deem advisable to obtain a rating and/or to obtain bond insurance for the 2018C Bonds, and the taking of such actions and the execution and delivery of such agreements and instruments are hereby approved.

The Fiscal Officer is hereby authorized and directed to obtain a legal opinion as to the validity of the 2018C Bonds from Barnes & Thornburg LLP, and to furnish such opinion to the purchasers of the 2018C Bonds or to cause a copy of said legal opinion to be printed on each 2018C Bond. The cost of such opinion shall be paid out of the proceeds of the 2018C Bonds.

## **SECTION 11.        Funds and Accounts.**

(a)    Use of Bond Proceeds; Capital Fund. Any capitalized interest received at the time of delivery of the 2018C Bonds will be deposited to the Revenues Account of the Bond Fund as defined below and applied to payments on the 2018C Bonds on the first interest payment date. The remaining proceeds received from the sale of the 2018C Bonds shall be deposited in the fund hereby created and designated as the "City of Bloomington Park District Capital Fund" as provided in Ind. Code § 36-10-4-37, and specifically, to the separate account therein which is hereby created and designated as the "2018C Bond Capital Account" (the "Construction Account"). The proceeds deposited in the Construction Account, together with all investment earnings thereon, shall be

expended by the Board only for the purpose of paying expenses incurred in connection with the Project and on account of the sale and issuance of the 2018C Bonds. The Fiscal Officer is hereby authorized to pay costs of issuance from the proceeds of the 2018C Bonds. Any balance remaining in the Construction Account after the completion of the Project which is not required to meet unpaid obligations incurred in connection therewith and on account of the sale and issuance of the 2018C Bonds may be used to pay debt service on the 2018C Bonds or otherwise used as permitted by law.

(b) Bond Fund. There is hereby created a separate fund, designated as the “City of Bloomington Park District Bond Fund” (the “Bond Fund”) as provided in Ind. Code § 36-10-4-38, which shall be applied to the payment of the principal of and interest on the 2018C Bonds, and all other bonds payable from the Special Tax and/or other revenues of the Board as contemplated hereby, and to no other purpose not allowed under Ind. Code § 36-10-4-38. As the Special Tax is collected, it shall be accumulated in an account of the Bond Fund hereby created and designated as the “Special Tax Account”. The Bond Fund shall also have a separate account designated the Revenues Account as described in Section 12 hereof.

**SECTION 12.** Reduction of Special Tax Levy and Pledge of Certain Other Revenues. The amount of the levy under Ind. Code § 36-10-4-38 each year of the Special Tax applicable to making payments on the 2018C Bonds shall be reduced by available revenues of the Board to the extent such revenues have been or will be set aside and designated by the Board for such purpose in the account of the Bond Fund hereby created and designated as the “Revenues Account.” The Board hereby covenants to levy the Special Tax each year payments are due with respect to the 2018C Bonds to the extent the revenues of the Board described herein are not sufficient to timely pay the principal of and interest on the 2018C Bonds.

The amounts available and so designated in the Revenues Account of the Bond Fund shall be determined at the time the budget and tax levy for a given year is finally fixed, and such amounts shall be used for no purpose except as contemplated above and are hereby pledged by the Board to the payment of the 2018C Bonds, such pledge being effective as set forth in Ind. Code § 5-1-14-4 without the necessity of filing or recording this resolution or any other instrument except in the records of the Board.

**SECTION 13.** Defeasance. If, when the 2018C Bonds or any portion thereof shall have become due and payable in accordance with their terms or shall have been duly called for redemption or irrevocable instructions to call the 2018C Bonds or any portion thereof for redemption have been given, and the whole amount of the principal, premium, if any, and the interest so due and payable upon such bonds or any portion thereof then outstanding shall be paid, or (i) cash, or (ii) direct non-callable obligations of or unconditionally guaranteed by (including obligations issued or held in book entry form on the books of) the U.S. Department of the Treasury, and to the extent permitted by Indiana law and by each rating agency maintaining a rating on the 2018C Bonds, RefCorp interest strips, CATS, TIGRS, STRPS, defeased municipal bonds or other investments rated in the highest category for such obligations by Standard & Poor’s Corporation or Moody’s Investors Service (or any combination thereof), the principal of

and the interest on which when due without reinvestment will provide sufficient money, or (iii) any combination of the foregoing, shall be held irrevocably in trust for such purpose, and provision shall also be made for paying all fees and expenses for the payment, then and in that case the 2018C Bonds or such designated portion thereof shall no longer be deemed outstanding or secured by this resolution.

**SECTION 14.**        Tax Matters. In order to preserve the exclusion of interest on the 2018C Bonds from gross income for federal income tax purposes and as an inducement to purchasers of the 2018C Bonds, the Board represents, covenants and agrees that:

(a)        No person or entity, other than the District or another state or local governmental unit, will use proceeds of the 2018C Bonds or property financed by the 2018C Bond proceeds other than as a member of the general public. No person or entity other than the District or another state or local governmental unit will own property financed by 2018C Bond proceeds or will have actual or beneficial use of such property pursuant to a lease, a management or incentive payment contract, an arrangement such as take-or-pay or output contract, or any other type of arrangement that differentiates that person's or entity's use of such property from the use by the public at large.

(b)        No 2018C Bond proceeds will be loaned to any entity or person other than a state or local governmental unit. No 2018C Bond proceeds will be transferred, directly or indirectly, or deemed transferred to a non-governmental person in any manner that would in substance constitute a loan of the 2018C Bond proceeds.

(c)        The Board and the Unit will not take any action or fail to take any action with respect to the 2018C Bonds that would result in the loss of the exclusion from gross income for federal income tax purposes of interest on the 2018C Bonds pursuant to Section 103 of the Internal Revenue Code of 1986, as amended (the "Code"), and the regulations thereunder as applicable to the 2018C Bonds, including, without limitation, the taking of such action as is necessary to rebate or cause to be rebated arbitrage profits on 2018C Bond proceeds or other monies treated as 2018C Bond proceeds to the federal government as provided in Section 148 of the Code, and will set aside such monies, which may be paid from investment income on funds and accounts notwithstanding anything else to the contrary herein, in trust for such purposes.

(d)        The Unit will file an information report on Form 8038-G with the Internal Revenue Service as required by Section 149 of the Code.

(e)        The Board and the Unit will not make any investment or do any other act or thing during the period that any 2018C Bond is outstanding hereunder which would cause any 2018C Bond to be an "arbitrage bond" within the meaning of Section 148 of the Code and the regulations thereunder as applicable to the 2018C Bonds.

Notwithstanding any other provisions of this resolution, the foregoing covenants and authorizations (the “Tax Sections”) which are designed to preserve the exclusion of interest on the 2018C Bonds from gross income under federal income tax law (the “Tax Exemption”) need not be complied with to the extent the Unit receives an opinion of nationally recognized bond counsel that compliance with such Tax Section is unnecessary to preserve the Tax Exemption.

**SECTION 15.**      Amendments. Subject to the terms and provisions contained in this section, and not otherwise, the owners of not less than sixty-six and two-thirds percent (66-2/3%) in aggregate principal amount of the 2018C Bonds then outstanding shall have the right, from time to time, to consent to and approve the adoption by the Board of such resolution or resolutions supplemental hereto as shall be deemed necessary or desirable by the Board for the purpose of amending in any particular any of the terms or provisions contained in this resolution, or in any supplemental resolution; provided, however, that nothing herein contained shall permit or be construed as permitting:

(a) An extension of the maturity of the principal of or interest or premium, if any, on any 2018C Bond or an advancement of the earliest redemption date on any 2018C Bond, without the consent of the holder of each 2018C Bond so affected; or

(b) A reduction in the principal amount of any 2018C Bond or the redemption premium or rate of interest thereon, or a change in the monetary medium in which such amounts are payable, without the consent of the holder of each 2018C Bond so affected; or

(c) A preference or priority of any 2018C Bond over any other 2018C Bond, without the consent of the holders of all 2018C Bonds then outstanding; or

(d) A reduction in the aggregate principal amount of the 2018C Bonds required for consent to such supplemental resolution, without the consent of the holders of all 2018C Bonds then outstanding.

If the Board shall desire to obtain any such consent, it shall cause the Registrar to mail a notice, postage prepaid, to the addresses appearing on the Registration Record. Such notice shall briefly set forth the nature of the proposed supplemental resolution and shall state that a copy thereof is on file at the office of the Registrar for inspection by all owners of the 2018C Bonds. The Registrar shall not, however, be subject to any liability to any owners of the 2018C Bonds by reason of its failure to mail such notice, and any such failure shall not affect the validity of such supplemental resolution when consented to and approved as herein provided.

Whenever at any time within one year after the date of the mailing of such notice, the Board shall receive any instrument or instruments purporting to be executed by the owners of the 2018C Bonds of not less than sixty-six and two-thirds per cent (66-2/3%) in aggregate principal amount of the 2018C Bonds then outstanding, which instrument or instruments shall refer to the proposed supplemental resolution described in such notice, and shall specifically consent to and approve the adoption thereof in substantially the form of the copy thereof referred to in such notice as on file with the Registrar, thereupon, but not otherwise, the Board may adopt such

supplemental resolution in substantially such form, without liability or responsibility to any owners of the 2018C Bonds, whether or not such owners shall have consented thereto.

No owner of any 2018C Bond shall have any right to object to the adoption of such supplemental resolution or to object to any of the terms and provisions contained therein or the operation thereof, or in any manner to question the propriety of the adoption thereof, or to enjoin or restrain the Board or its officers from adopting the same, or from taking any action pursuant to the provisions thereof. Upon the adoption of any supplemental resolution pursuant to the provisions of this section, this resolution shall be, and shall be deemed, modified and amended in accordance therewith, and the respective rights, duties and obligations under this resolution of the Board and the Unit and all owners of 2018C Bonds then outstanding shall thereafter be determined, exercised and enforced in accordance with this resolution, subject in all respects to such modifications and amendments.

Notwithstanding anything contained in the foregoing provisions of this resolution, the rights, duties and obligations of the Board and the Unit and of the owners of the 2018C Bonds, and the terms and provisions of the 2018C Bonds and this resolution, or any supplemental resolution, may be modified or amended in any respect with the consent of the Board and the consent of the owners of all the 2018C Bonds then outstanding.

Without notice to or consent of the owners of the 2018C Bonds, the Board may, from time to time and at any time, adopt such resolutions supplemental hereto as shall not be inconsistent with the terms and provisions hereof (which supplemental resolutions shall thereafter form a part hereof),

(a) To cure any ambiguity or formal defect or omission in this resolution or in any supplemental resolution; or

(b) To grant to or confer upon the owners of the 2018C Bonds any additional rights, remedies, powers, authority or security that may lawfully be granted to or conferred upon the owners of the 2018C Bonds; or

(c) To procure a rating on the 2018C Bonds from a nationally recognized securities rating agency designated in such supplemental resolution, if such supplemental resolution will not adversely affect the owners of the 2018C Bonds; or

(d) To obtain or maintain bond insurance with respect to the 2018C Bonds; or

(e) To provide for the refunding or advance refunding of the 2018C Bonds; or

(f) To make any other change which, in the determination of the Board in its sole discretion, is not to the prejudice of the owners of the 2018C Bonds.

**SECTION 16.** Approval of Official Statement and Continuing Disclosure Undertaking. If required in order to comply with the SEC Rule (defined below), the Fiscal Officer is hereby authorized to deem final an official statement with respect to the 2018C Bonds, as of its date, in accordance with the provisions of Rule 15c2-12 of the United States Securities and Exchange Board, as amended (the “SEC Rule”), subject to completion as permitted by the SEC Rule, and the Board further authorizes the distribution of the deemed final official statement, and the execution, delivery and distribution of such document as further modified and amended with the approval of the Fiscal Officer in the form of a final official statement.

In order to assist any underwriter of the 2018C Bonds in complying with paragraph (b)(5) of the SEC Rule by undertaking to make available appropriate disclosure about the Board and the Unit and the 2018C Bonds to participants in the municipal securities market, the Board hereby covenants, agrees and undertakes, in accordance with the SEC Rule, unless excluded from the applicability of the SEC Rule or otherwise exempted from the provisions of paragraph (b)(5) of the SEC Rule, that it will comply with and carry out all of the provisions of the continuing disclosure contract. “Continuing disclosure contract” shall mean that certain continuing disclosure contract executed by the Board and dated the date of issuance of the 2018C Bonds, as originally executed and as it may be amended from time to time in accordance with the terms thereof. The execution and delivery by the Board of the continuing disclosure contract, and the performance by the Board of its obligations thereunder by or through any employee or agent of the Board or the Unit, are hereby approved, and the Board shall comply with and carry out the terms thereof.

**SECTION 17.** Official Intent to Reimburse. The Board hereby declares its official intent to reimburse the Expenditures for the Project with proceeds of the 2018C Bonds.

**SECTION 18.** No Conflict. All resolutions and orders or parts thereof in conflict with the provisions of this resolution are to the extent of such conflict hereby repealed. After the issuance of the 2018C Bonds and so long as any of the 2018C Bonds or interest or premium, if any, thereon remains unpaid, except as expressly provided herein, this Resolution shall not be repealed or amended in any respect which will adversely affect the rights of the holders of the 2018C Bonds, nor shall the Board adopt any law or resolution which in any way adversely affects the rights of such holders.

**SECTION 19.** Severability. If any section, paragraph or provision of this resolution shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph or provision shall not affect any of the remaining provisions of this resolution.

**SECTION 20.** Non-Business Days. If the date of making any payment or the last date for performance of any act or the exercising of any right, as provided in this resolution, shall be a legal holiday or a day on which banking institutions in the Unit or the jurisdiction in which the Registrar or Paying Agent is located are typically closed, such payment may be made or act performed or right exercised on the next succeeding day not a legal holiday or a day on which such banking institutions are typically closed, with the same force and effect as if done on the nominal date provided in this resolution, and no interest shall accrue for the period after such nominal date.

**SECTION 21.**        Interpretation.    Unless the context or laws clearly require otherwise, references herein to statutes or other laws include the same as modified, supplemented or superseded from time to time.

**SECTION 22.**        Effectiveness. This resolution shall be in full force and effect from and after its passage.

Passed and adopted by the Board of Park Commissioners of the City of Bloomington, Indiana, this 23<sup>rd</sup> day of October, 2018.

BOARD OF PARK COMMISSIONERS OF  
THE CITY OF BLOOMINGTON, INDIANA

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Les Coyne

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Darcie Fawcett

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Joe Hoffmann

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Kathleen Mills





CITY OF BLOOMINGTON  
parks and recreation

## STAFF REPORT

Agenda Item: C-2  
Date: 10/18/2018

Administrator  
Review/Approval  
PM

**TO:** Administrator  
**FROM:** Dee Tuttle, Sports Facility/Programs Manager  
**DATE:** October 23, 2018  
**SUBJECT:** **REVIEW/APPROVAL OF PARTNERSHIP AGREEMENT WITH  
BLOOMINGTON BLADES YOUTH HOCKEY ASSOCIATION**

### Recommendation

Staff recommends approval of this agreement.

### Background

The Bloomington Blades Youth Hockey Association's travel program is designed for the more serious hockey player between the ages of 7 and 12 years old. The association schedules approximately 72 hours of practice time a season at the arena and will play a minimum of 36 home games. They also play away games. The program is open to all Blades/ House players.

**RESPECTFULLY SUBMITTED,**

Dee Tuttle  
Sports Facility/Programs Manager

**CITY OF BLOOMINGTON PARKS AND RECREATION DEPARTMENT  
COOPERATIVE SERVICE AGREEMENT  
PROGRAM PARTNERSHIP**

**Partner(s):**

This Agreement is made and entered into this \_\_\_\_\_ day of October, 2018 by and between the Bloomington Parks and Recreation Department (“BPRD”) and Bloomington Blades Youth Hockey Association (“BBYHA”).

**WHEREAS**, there is an apparent need for a competitive youth hockey program in Bloomington; and

**WHEREAS**, BPRD, who will be renting out space, and BBYHA, who will provide programming, desire to cooperate in the provision of a competitive youth hockey program; and

**WHEREAS**, BBYHA is qualified to perform such services for BPRD; and

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

**NOW THEREFORE**, the partners do mutually agree as follows:

**1.0 Purpose of Agreement:**

The purpose of this Agreement is to outline a program partnership which will provide a competitive youth hockey program for the Bloomington community by combining available resources from each partner to the Agreement.

**2.0 Duration of Agreement:**

The duration of this Agreement is from October 23, 2018 through March 1, 2019, unless terminated by the BPRD for failure of BBYHA to comply with the terms of this Agreement.

**3.0 Bloomington Parks & Recreation:**

3.1 The goal of BPRD is to provide an opportunity for the Bloomington community to participate in a diverse competitive youth hockey program, not otherwise available, which will be designed to develop skills and provide competition.

3.2 BPRD agrees to:

3.2.1. Allow BBYHA to schedule access to the ice at the Frank Southern Ice Center (“Center”) on specified dates and times set at the beginning of the season.

3.2.2. Provide ice management, including grooming, resurfacing and edging. Zamboni runs are inclusive to ice time rental charges when done inside blocks of rental time.

3.2.3. Provide facility maintenance, including trash pick-up and removal, cleaning, deodorizing, maintaining and stocking restrooms, and upkeep of buildings and common areas at the Center.

3.2.4. Provide arena and parking lot lighting, including the cost of maintenance and

operating of the Center's lighting systems, parking lots and buildings.

- 3.2.5. Provide game equipment, including use and maintenance of the scoreboard and the public announcement system.
- 3.2.6. Provide an Information Hotline for Center closure, rescheduling and upcoming events. The Hotline phone number shall be (812) 349-3741.
- 3.2.7. Provide a Facility Supervisor to open and close the Center and to assist with Center-related matters.
- 3.2.8. Provide maintenance staff to maintain and prepare the Center on daily bases. Provide additional support staff as needed to repair facility amenities, and other tasks and services.
- 3.2.9. Provide a Facility Manager to act as a liaison, consultant and contact person between BPRD and BBYHA.
- 3.2.10. Provide program publicity by publishing information provided by BBYHA in the seasonal program newsletter.
- 3.2.11. Provide twenty-four hour turn around response to citizens' concerns.
- 3.2.12. Require at least one (1) coach of each house team to earn a coaching certification. USA Hockey certification and/or NYSCA certification are acceptable certifications.
- 3.2.13. Meet with BBYHA board members or officers to ensure delivery of quality service as needed.
- 3.2.14. Review this Agreement annually.

#### **4.0   Bloomington Blades Youth Hockey Association (BBYHA):**

- 4.1   The goals of BBYHA are to (1) offer a competitive travel youth hockey program not otherwise available, (2) introduce the association to the public, (3) increase BBYHA membership and (4) provide programming for children of BBYHA members.
- 4.2   BBYHA agrees to:
  - 4.2.1.   Allow a BPRD representative to serve as a consultant at BBYHA board meetings.
  - 4.2.2.   Honor scheduled ice rental time that is negotiated and agreed upon at the beginning of the season. Cancellation of ice time must be 14 days in advance for a no charge cancellation.
  - 4.2.4.   Collect and pay monthly ice rental time fees as specified in the following rates:

Prime Time	\$205.00 per hour
Non-Prime	\$195.00 per hour

Pay the agreed amount of charges within thirty (30) days of billing by BPRD. Failure to pay rental fees by the date specified will result in a late charge of 10% for each portion late. Additionally, late payments will be considered a breach of this Agreement with possible scheduled ice time sold to other groups. Bills shall not be sent more frequently than once per month.

- 4.2.5. List BPRD on all publicity and promotional materials developed by BYHA as a "partner" or "in partnership with." A copy of any promotional materials shall be submitted to BPRD for duplication. BBYHA agrees to distribute promotional pieces.
- 4.2.6. Have at least one (1) coach of each team complete the USA Hockey or National Youth Sports Coaches Association certification program.
- 4.2.7. Develop clear coaching guidelines for all levels and all types of play.
- 4.2.8. Manage and administer rental equipment to participants who want to pay for such services.
- 4.3 Any citizen concerns, reports or problems regarding the Center, improvements to the facility, services provided by staff or other issues shall be referred to BPRD on the designated form within twenty-four (24) hours of observation. The designated form will be provided to BBYHA at the beginning of the season.

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

- 5.1 The intent of this Agreement is to document a mutually beneficial partnership between BPRD and BBYHA.
- 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 and customer satisfaction.
- 5.3 BBYHA will provide BPRD with a certificate of insurance naming BPRD as an additional insured. BBYHA's insurance policy will provide coverage in the amount of one million dollars (\$1,000,000.00) per occurrence and two million dollars (\$2,000,000.00) in the aggregate.
- 5.4 The commitment of personnel, facilities, supplies, materials and payments will be honored according to the timetable agreed upon by all partners. Said timetable will be established at the beginning of the season.
- 5.5 BBYHA is recognized as having the experience necessary to run the hockey program safely and effectively. BPRD shall have the right to review risk management, agreement terms, coaching, player behavior and service quality issues. All participants at the Center are subject to behavioral guidelines as outlined in BPRD Administration Policy 2050 and Program Policy 11080. Disruptive behavior may be reviewed by BPRD personnel adhering to these aforementioned policies.

- 5.6 BBYHA shall be allowed to exclusively deal with curriculum, learning objectives, teaching techniques, league play and travel play.
- 5.7 The location of the program shall be provided for the above specified rental fees by the BPRD at the Center.
- 5.8 Pursuant to Ind. Code 22-5-1.7-11(a), which was adopted on July 1, 2011, BPRD and BBYHA shall enroll in and verify the work eligibility status of all newly hired employees through the E-Verify program. BBYHA is not required to continue this verification if the E-Verify program no longer exists. BBYHA shall sign an affidavit affirming that it does not currently knowingly employ an unauthorized alien. The affidavit is attached to and incorporated into this Agreement as Exhibit A.
- 5.9 The possession of alcoholic beverages, drugs and other illegal controlled substances is strictly prohibited in any park or park facility. Pursuant to Bloomington Municipal Code 14.20.020, the discharge of a firearm is strictly prohibited within the City's jurisdiction. Amplified music, or the promotion or sale of any article is expressly prohibited without a Special Use Permit.
- 5.10 Pursuant to Indiana Code 35-47-11.1-2 and 3, the City is prohibited from enforcing its former policy on firearms in public parks and city facilities as of July 1, 2011. However, per Indiana Code 35-47-11.1-4(10), a person or organization who rents space in a Parks facility may develop and implement, at its own discretion, rules of conduct or admission regarding the possession, carrying, and storage of firearms, upon which attendance at and participation in its activities is conditioned. If a person or organization who rents space in a Parks facility develops such a policy for its activities, it will be responsible for implementation and enforcement of such a policy, and it shall provide a copy of the policy to the City which shall be attached to this Agreement as Exhibit B.
- 5.11 The BBYHA, the City of Bloomington and its Parks and Recreation Department do hereby mutually agree to release, indemnify and hold harmless each other, and their employees, officers and agents from any and all claims or causes of action that may arise from their reckless, negligent or intentional acts or failure to act in performance of this Agreement. This includes claims of 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, even if arising from the negligence of releasees. Each party shall agree to accept the full responsibility for its own negligence and actions.
- 5.12 BPRD and BBYHA agree that House Hockey is operated solely by the BPRD, and is in no way affiliated with or operated by the BBYHA, and that all contributions to or participation in House Hockey by any officers, members, coaches or volunteers of the BBYHA are purely on a individual and volunteer basis.

**6.0 Notice and Agreement Representatives:**

- 6.1 Notice regarding any significant concerns and/or breaches of this Agreement shall be given to the following contacts:

BBYHA  
John Hill, President  
906-370-5214

BPRD  
Dee Tuttle  
812-349-3762

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

BBYHA  
John Hill, President  
906-370-5214

BPRD  
Dee Tuttle  
812-349-3762

7.0 **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.

**Signed and Agreed to this \_\_\_\_\_ day of October, 2018.**

CITY OF BLOOMINGTON:

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Philippa M. Guthrie, Corporation Counsel

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Paula McDevitt, Director  
Parks and Recreation Department

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Kathleen Mills, President  
Board of Parks Commissioners

**Bloomington Blades Youth Hockey Association**

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John Hill, BBYHA President

**EXHIBIT A**

STATE OF INDIANA       )  
  )  
COUNTY OF MONROE     )

**AFFIDAVIT**

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

1. The undersigned is the \_\_\_\_\_ of Bloomington Blades Youth Hockey Association
2. Bloomington Blades Youth Hockey Association has contracted with the City of Bloomington to provide services;
3. Bloomington Blades Youth Hockey Association is enrolled in and participates in the State of Indiana E-Verify program.
4. The undersigned is authorized by Bloomington Blades Youth Hockey Association, to sign affidavits on its behalf.
5. The undersigned states that, to the best of his/her knowledge and belief, Bloomington Blades Youth Hockey Association, does not knowingly employ an “unauthorized alien,” as defined at 8 U.S.C. §1324a. (h)(3), and participates in E-verify to check the eligibility status of all its newly hired employees, and requires the same from its sub-contractors who work under this Agreement.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
John Hill, President, Bloomington Blades Youth Hockey Association

STATE OF INDIANA       )  
  )  
COUNTY OF MONROE     )

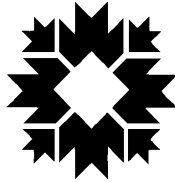
Before me, a Notary Public in and for said County and State, personally appeared \_\_\_\_\_ and acknowledged the execution of the foregoing this \_\_\_\_ day of \_\_\_\_\_, 2018.

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Printed name

Residing in \_\_\_\_\_ County

My Commission Expires: \_\_\_\_\_



**CITY OF BLOOMINGTON**  
**parks and recreation**

## **STAFF REPORT**

Agenda Item: C-3  
Date: 10/18/2018

Administrator  
Review/Approval  
PM

**TO:** Administrator  
**FROM:** Dee Tuttle, Sports Facility/Programs Manager  
**DATE:** October 23, 2018  
**SUBJECT:** **REVIEW/APPROVAL OF PARTNERSHIP AGREEMENT WITH  
BLOOMINGTON BLADES HIGH SCHOOL HOCKEY PROGRAM**

### **Recommendation**

Staff recommends approval of this agreement.

### **Background**

The Bloomington Blades High School Hockey program competes against other team's around the state. They practice four days a week for twenty weeks at the FSC. They also will play 14 home games. Membership is open to all Bloomington community players and surrounding areas.

**RESPECTFULLY SUBMITTED,**

Dee Tuttle  
Sports Facility/Programs Manager



**CITY OF BLOOMINGTON PARKS AND RECREATION DEPARTMENT  
COOPERATIVE SERVICE and RENTAL AGREEMENT  
PROGRAM PARTNERSHIP**

**Partner(s):**

This Agreement is made and entered into this \_\_\_\_ day of October, 2018 by and between the City of Bloomington Parks and Recreation Department (“BPRD”) and Bloomington Blades High School Hockey (“BBHSH”).

**WHEREAS**, there is an apparent need for high school hockey in Bloomington; and

**WHEREAS**, BPRD, who will be renting out space, and BBHSH, who will provide programming, desire to cooperate in the provision of a high school hockey program; and

**WHEREAS**, BBHSH is qualified to perform such services for BPRD; and

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

**NOW THEREFORE**, the partners do mutually agree as follows:

**1.0 Purpose of Agreement:**

The purpose of this Agreement is to outline a program partnership which will provide an effective high school hockey program for the Bloomington community by combining available resources from each partner to the Agreement.

**2.0 Duration of Agreement:**

This Agreement will be in effect from October 23, 2018 through March 1, 2019, unless terminated by the BPRD for failure of BBHSH to comply with the terms of this Agreement.

**3.0 Bloomington Parks & Recreation:**

3.1 The goal of BPRD is to provide an opportunity for the Bloomington community to participate in a diverse high school hockey program, not otherwise available, which will be designed to develop skills and provide competition.

3.2 BPRD agrees to:

3.2.1. Allow BBHSH to schedule access to the ice at the Frank Southern Ice Center (“Center”) on specified dates and times set at the beginning of the season. Prime time is defined as Monday through Sunday from 8 a.m. to 11 p.m. and non-prime time is defined as Monday through Sunday from 11 p.m. to 8 a.m.

3.2.2. Provide ice management, including grooming, resurfacing and edging. Ice resurface runs are inclusive to ice time rental charges when done inside blocks of rental time.

3.2.3 Provide facility maintenance, including trash pick-up and removal, cleaning, deodorizing, maintaining and stocking restrooms, and upkeep of buildings and common areas at the Center.

- 3.2.4. Provide arena and parking lot lighting, including the cost of maintenance and operations of the Center's lighting systems for arena, parking lots and buildings.
- 3.2.5. Provide game equipment, including use and maintenance of the scoreboard and the public announcement system.
- 3.2.6. Provide an Information Hotline for Center closure, rescheduling and upcoming events. The Hotline phone number shall be (812) 349-3741.
- 3.2.7. Provide a Facility Supervisor to open and close the arena and to assist with arena related matters.
- 3.2.8. Provide maintenance staff who shall be assigned to maintain and prepare the facility on a daily basis. Provide additional maintenance support staff as needed to perform other repairs, tasks, and services.
- 3.2.9. Provide a Facility Manager to act as a liaison, consultant and contact person between BBHSH and BPRD.
- 3.2.10. Provide program publicity by publishing information provided by BBHSH in the seasonal program newsletter.
- 3.2.11. Twenty-Four hour turn around response to citizens' concerns.

#### **4.0 Bloomington Blades High School Hockey:**

- 4.1 The goals of BBHSH are to (1) offer a high school hockey program not otherwise available, (2) introduce the association to the public, (3) increase participation in BBHSH and (4) be a competitive organization in high school hockey.
- 4.2 BBHSH agrees to:
  - 4.2.1. Allow a BPRD representative to serve as a consultant at BBHSH board meetings.
  - 4.2.2. Honor scheduled ice time that is negotiated and agreed upon at the beginning of the season. Cancellation of ice time must be 14 days in advance for a no charge cancellation.
  - 4.2.3. At least one coach must have a current USA Hockey certification.
  - 4.2.4. Collect and pay monthly ice rental time fees as specified in the following rates:
 

Prime Time	\$205.00 per hour
Non-Prime	\$195.00 per hour

 Pay the agreed amount of charges within thirty (30) days of billing by BPRD. Failure to pay rental fees by the date specified will result in a late charge of 10% for each portion late. Additionally, late payments will be considered a breach of this Agreement with possible scheduled ice time sold to other groups. Bills shall not be sent more frequently than once per month.

- 4.2.5. List BPRD on all publicity and promotional materials developed by BBHSH as a "partner" or "in partnership with." A copy of any promotional materials shall be submitted to BPRD for duplication. BBHSH agrees to distribute promotional pieces.
- 4.2.6. Any citizen concerns, reports or problems regarding the Center, improvements to the facility, services provided by staff or other issues shall be referred to BPRD on the designated form within twenty-four (24) hours of observation. The designated form will be provided to BBHSH at the beginning of the season.

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

- 5.1 The intent of this Agreement is to document a mutually beneficial partnership between BPRD and BBHSH.
- 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 and customer satisfaction.
- 5.3 BBHSH will provide BPRD with a certificate of insurance naming BPRD as an additional insured. BBHSH' insurance policy will provide coverage in the amount of one million dollars (\$1,000,000.00) per occurrence and two million dollars (\$2,000,000.00) in the aggregate.
- 5.4 The commitment of personnel, facilities, supplies and materials and payments will be honored according to the timetable agreed upon by both partners. This timetable will be established at the beginning of the season.
- 5.5 BBHSH is recognized as having the experience necessary to run the hockey program safely and effectively. BPRD shall have the right to review risk management, agreement terms, coaching, player behavior and service quality issues. All participants at the Center are subject to behavioral guidelines as outlined in Parks Administration Policy 2050 and Program Policy 11080. Disruptive behavior may be reviewed by BPRD personnel adhering to these aforementioned policies.
- 5.6 BBHSH shall be allowed to exclusively deal with curriculum, learning objectives, teaching techniques, league play and travel play.
- 5.7 The location of the program shall be provided for the above specified rental fees by BPRD at the Center.
- 5.8 Pursuant to Ind. Code 22-5-1.7-11(a), which was adopted on July 1, 2011, BPRD and BBHSH shall enroll in and verify the work eligibility status of all newly hired employees through the E-Verify program. BBHSH is not required to continue this verification if the E-Verify program no longer exists. BBHSH shall sign an affidavit affirming that it does not currently knowingly employ an unauthorized alien. The affidavit is attached to and incorporated into this Agreement as Exhibit A.
- 5.9 The possession of alcoholic beverages, drugs and other illegal controlled substances is

strictly prohibited in any park or park facility. Pursuant to Bloomington Municipal Code 14.20.020, the discharge of a firearm is strictly prohibited within the City's jurisdiction. Amplified music, or the promotion or sale of any article is expressly prohibited without a Special Use Permit.

- 5.10 Pursuant to Indiana Code 35-47-11.1-2 and 3, the City is prohibited from enforcing its former policy on firearms in public parks and city facilities as of July 1, 2011. However, per Indiana Code 35-47-11.1-4(10), a person or organization who rents space in a Parks facility may develop and implement, at its own discretion, rules of conduct or admission regarding the possession, carrying, and storage of firearms, upon which attendance at and participation in its activities is conditioned. If a person or organization who rents space in a Parks facility develops such a policy for its activities, it will be responsible for implementation and enforcement of such a policy, and it shall provide a copy of the policy to the City which shall be attached to this Agreement as Exhibit B.

**6.0 Notice and Agreement Representatives:**

- 6.1 Notice regarding any significant concerns and/or breaches of this Agreement shall be given to the following contacts:

BBHSH	Parks & Recreation
Allan Strieb	Dee Tuttle
812-219-6431	812-349-3762

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

BBHSH	BPRD and Recreation
Allan Strieb	Dee Tuttle
812-219-6431	812-349-3762

**7.0 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.

**Signed and Agreed to this 23<sup>th</sup> day of October, 2018.**

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Paula McDevitt, Director  
Parks and Recreation Department

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Kathleen Mills, President  
Board of Parks Commissioners

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Philippa M. Guthrie, Corporation Counsel

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Allan Strieb  
Bloomington Blades High School Hockey

**EXHIBIT A**

STATE OF INDIANA       )  
  )  
COUNTY OF MONROE    )

**AFFIDAVIT**

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

1. The undersigned is the \_\_\_\_\_ of Bloomington Blades High School Hockey
2. Bloomington Blades High School Hockey has contracted with the City of Bloomington to provide services;
3. Bloomington Blades High School Hockey is enrolled in and participates in the State of Indiana E-Verify program.
4. The undersigned is authorized by Bloomington Blades High School Hockey, to sign affidavits on its behalf.
5. The undersigned states that, to the best of his/her knowledge and belief, Bloomington Blades High School Hockey, does not knowingly employ an “unauthorized alien,” as defined at 8 U.S.C. §1324a. (h)(3), and participates in E-verify to check the eligibility status of all its newly hired employees, and requires the same from its sub-contractors who work under this Agreement.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Allan Streib, Bloomington Blades High School Hockey President

STATE OF INDIANA       )  
  )  
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

Residing in \_\_\_\_\_ County

My Commission Expires:\_\_\_\_\_



**CITY OF BLOOMINGTON**  
**parks and recreation**

**STAFF REPORT**

Agenda Item: C-4  
Date: 10/18/2018

Administrator  
Review/Approval  
PM

**TO:** Administrator  
**FROM:** Dee Tuttle, Sports Facility/Programs Manager  
**DATE:** October 23, 2018  
**SUBJECT:** **REVIEW/APPROVAL OF PARTNERSHIP AGREEMENT WITH  
BLOOMINGTON FIGURE SKATING CLUB**

**Recommendation**

Staff recommends approval of this agreement.

**Background**

The Bloomington Figure Skating Club provides opportunities for the Bloomington community to participate in a diverse figure skating program for individuals interested in enhancing his/ her skills in the sport. It also provides development of figure skaters beyond the initial levels of figure skating taught in classes by BPRD.

The Bloomington Figure skating Club promotes the growth of figure skating as a healthy, beneficial and excellent recreational activity for youth of the Bloomington Community.

**RESPECTFULLY SUBMITTED,**

Dee Tuttle  
Sports Facility/Programs Manager

**CITY OF BLOOMINGTON PARKS AND RECREATION DEPARTMENT  
COOPERATIVE SERVICE and RENTAL AGREEMENT  
PROGRAM PARTNERSHIP**

**Partner(s):**

This Agreement is made and entered into this \_\_\_\_\_ day of October, 2018 by and between the Bloomington Parks and Recreation Department (“BPRD”) and the Bloomington Figure Skating Club (“BFSC”).

**WHEREAS**, there is an apparent need for a figure skating program in Bloomington; and

**WHEREAS**, BPRD, who will be renting out space, and BFSC, who will provide programming, desire to cooperate in the provision of a figure skating program for the general public; 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 partner will reflect on the other in the Agreement requiring clear communication and an outline of expectations.

**NOW, THEREFORE**, the partners do mutually agree as follows:

**1.0 Purpose of Agreement:**

The purpose of this Agreement is to outline a program partnership which will provide an affordable and effective figure skating club for the Bloomington community by combining available resources from each partner to the Agreement.

**2.0 Duration of Agreement:**

This Agreement is in effect from October 23, 2018 to March 10, 2019, unless terminated by the BPRD for failure of BFSC to comply with the terms of this Agreement.

**3.0 Bloomington Parks and Recreation:**

3.1 The goal of BPRD is to provide an opportunity for the Bloomington community to participate in a diverse figure skating program, not otherwise available, designed to introduce beginner participants to the sport, as well as for skill advancement.

3.2 BPRD agrees to:

3.2.1 Allow BFSC to schedule access to the ice at the Frank Southern Ice Center (“Center”) on specified dates and times set at the beginning of the season. Prime Time is defined as Monday through Sunday 8:00am to 11:00pm. Non-prime time is defined as Monday through Sunday 11pm to 8am

3.2.2 Provide ice management, including grooming, resurfacing and edging. Ice resurface runs are inclusive to ice time rental charges when done inside

blocks of rental time.

- 3.2.3 Provide facility maintenance, including trash pick-up and removal, cleaning, deodorizing, maintaining and stocking restrooms, and upkeep of buildings and common areas at the Center.
- 3.2.4 Provide arena and parking lot lighting, including the cost of maintenance and operations of the Center's lighting systems for arena, parking lots and buildings.
- 3.2.5 Provide and maintain reasonable necessary equipment, including a public address and music sound system.
- 3.2.6 Provide an information Hotline for arena closure or reschedule and BFSC information. The Hotline phone number shall be (812) 349-3741.
- 3.2.7 Provide a Facility Supervisor to open and close the Center and to assist with Center-related matters.
- 3.2.8 Provide maintenance staff who shall be assigned to maintain and prepare the facility on a daily basis. Provide additional maintenance support staff as needed to perform other repairs, tasks, and services.
- 3.2.9 Provide a Facility Manager to act as a liaison, consultant and contact person between BFSC and BPRD.
- 3.2.10 Provide BPRD classes for the public, including learning to skate at various levels. BPRD classes shall be taught by BPRD instructors under the supervision and coordination of the Skating School Director.
- 3.2.11 Communicate with and ask for input from the BFSC head coach on all matters relating to the figure skating club. In addition, make good faith efforts in networking/connecting Skating School and BFSC.
- 3.2.12 Maintain a membership in good standing with the Ice Skating Institute ("ISI") and provide copies of all communication from ISI to BFSC.
- 3.2.13 Provide two (2) hours of ice time at no charge for a Holiday Ice Show to encourage the public to participate in figure skating, to provide a showcase for members of BFSC to exhibit their skills and improvements, and to raise funds for BFSC.
- 3.2.14 Provide BFSC with input when searching for/screening/hiring/evaluating a BFSC Club Professional.



3.2.15 Provide program publicity by publishing information provided by the BFSC in the BPRD seasonal program newsletter.

3.2.16 Twenty-Four hour turn around response to citizens' concerns.

3.2.17 Provide space for the BFSC's bulletin board and trophies in the trophy case.

**4.0 BFSC:**

4.1 The goals of BFSC are to offer a figure skating program not otherwise available, introduce its association to the public and provide programming for BFSC members.

4.2 BFSC agrees to:

4.2.1 Allow a BPRD representative to serve as consultant at BFSC board meetings.

4.2.2 Allow only qualified individuals to participate in coaching at BFSC.

4.2.3 Pay the agreed amount of charges for ice rental time within thirty (30) days of billing by BPRD. Failure to pay rental fees by the date specified will result in a late charge of 10% for each portion late. Additionally, late rental payments will be considered a breach of this Agreement with possible scheduled ice time sold to other groups. The rates are as follows: \$205 per hour Prime Time, \$195 per hour Non-Prime Time. Bills shall not be sent more frequently than once a month.

4.2.4 List BPRD on all publicity and promotional materials developed by BFSC as a "partner" or "in partnership with." A copy of any promotional materials should be submitted to BPRD for duplication. BFSC agrees to distribute promotional pieces.

4.2.5 Publish a directory with clear information on parental roles and skater behavior codes.

4.2.6 Provide a figure skating club to allow development of figure skaters beyond the initial levels of figure skating taught in classes by BPRD.

4.2.7 Provide a production/group skating program and coach for BFSC skaters.

4.2.8 Promote the growth of figure skating as a healthy, beneficial and excellent recreational program for youth of the Bloomington community.

4.2.9 Produce and direct the Holiday Ice Show.

4.2.10 Honor scheduled ice rental time that is negotiated and agreed upon at the beginning of the season. Cancellation of ice time must be 14 days in advance

for a no charge cancellation.

4.2.11 Provide BPRD with a certificate of insurance naming BPRD as an additional insured. BFSC's insurance policy will provide coverage in the amount of one million dollars (\$1,000,000.00) per occurrence and two million dollars (\$2,000,000.00) in the aggregate.

4.3 Any citizen concerns, reports or problems regarding the Center, improvements to the facility, services provided by staff or other issues will be referred to BPRD on the designated form within twenty-four (24) hours of observation.

## **5.0 Terms Mutually Agreed on by all Partners:**

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

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 and customer satisfaction.

5.3 BFSC is recognized as having the experience to operate the figure skating club program.

5.3.1 BPRD shall have the right to review risk management, coaching, skater behavior and service quality issues. All participants at BFSC are subject to behavioral guidelines as outlined in BPRD Administrative Policy 2050 and Program Policy 11080. Disruptive behavior may be reviewed by BPRD personnel following these policies.

5.3.2 BFSC shall be allowed to exclusively deal with curriculum, learning objectives, teaching techniques and skating activities of BFSC activities.

5.3.3 BPRD shall be provided copies of all BFSC documents, curriculum, learning objectives, teaching techniques and skating activities when requested.

5.3.4 Pursuant to Ind. Code 22-5-1.7-11(a), which was adopted on July 1, 2011, BPRD and Blades shall enroll in and verify the work eligibility status of all newly hired employees through the E-Verify program. Blades is not required to continue this verification if the E-Verify program no longer exists. Blades shall sign an affidavit affirming that it does not currently knowingly employ an unauthorized alien. The affidavit is attached to and incorporated into this Agreement as Exhibit A.

5.3.5 The possession of alcoholic beverages, drugs and other illegal controlled substances is strictly prohibited in any park or park facility. Pursuant to Bloomington Municipal Code 14.20.020, the discharge of a firearm is strictly prohibited within the City's jurisdiction. Amplified music, or the promotion or sale of any article is expressly prohibited without a Special Use Permit.

5.3.6 Pursuant to Indiana Code 35-47-11.1-2 and 3, the City is prohibited from enforcing its former policy on firearms in public parks and city facilities as of July 1, 2011. However, per Indiana Code 35-47-11.1-4(10), a person or organization who rents space in a Parks facility may develop and implement, at its own discretion, rules of conduct or admission regarding the possession, carrying, and storage of firearms, upon which attendance at and participation in its activities is conditioned. If a person or organization who rents space in a Parks facility develops such a policy for its activities, it will be responsible for implementation and enforcement of such a policy, and it shall provide a copy of the policy to the City which shall be attached to this Agreement as Exhibit B.

**6.0 Notice and Agreement Representatives:**

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

**BFSC**

Stephanie Jachim  
(812) 345-3084

**BPRD**

Dee Tuttle  
(812) 349-3762

6.2 Agreement representative for the day-to-day operations and implementations of this Agreement shall be:

**BFSC**

Stephanie Jachim  
(812) 345-3084

**BPRD**

Dee Tuttle  
(812) 349-3762

**7.0 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.

Signed and agreed this \_\_\_\_ day of October, 2018.

**CITY OF BLOOMINGTON:**

---

Paula McDevitt, Director  
Parks and Recreation Department

---

Kathleen Mills, President  
Board of Parks Commissioners

---

Philippa M. Guthrie, Corporation Counsel

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Stephanie Jachim , BFSC President  
Bloomington Figure Skating Club

[illegible]

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

1. The undersigned is the \_\_\_\_\_ of Bloomington Figure Skating Club
2. Bloomington Blades Youth Hockey Association has contracted with the City of Bloomington to provide services;
3. Bloomington Figure Skating Club is enrolled in and participates in the State of Indiana E-Verify program.
4. The undersigned is authorized by Bloomington Figure Skating Club, to sign affidavits on its behalf.
5. The undersigned states that, to the best of his/her knowledge and belief, Bloomington Figure Skating Club, does not knowingly employ an “unauthorized alien,” as defined at 8 U.S.C. §1324a. (h)(3), and participates in E-verify to check the eligibility status of all its newly hired employees, and requires the same from its sub-contractors who work under this Agreement.

Date \_\_\_\_\_

Janet Carminati, Bloomington Figure Skating Club President

STATE OF INDIANA )  
 )  
COUNTY OF MONROE )

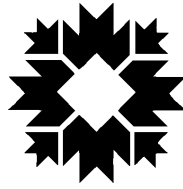
Before me, a Notary Public in and for said County and State, personally appeared \_\_\_\_\_ and acknowledged the execution of the foregoing this \_\_\_\_ day of \_\_\_\_\_, 2018.

Notary Public

Printed name

Residing in \_\_\_\_\_ County

My Commission Expires:\_\_\_\_\_



**CITY OF BLOOMINGTON**  
**parks and recreation**

**STAFF REPORT**

Agenda Item: C-5  
Date: 10/18/18

Administrator  
Review\Approval  
PM

**TO:** Board of Park Commissioners  
**FROM:** Julie Ramey, Community Relations Manager  
**DATE:** **October 23, 2018**  
**SUBJECT:** **GRAPHIC DESIGN AGREEMENT FOR BLOOMINGTON VISITORS GUIDE**

**Recommendation**

Staff recommends approval of the contract for \$375 with Danielle Lucas for ad design services for the 2019 Bloomington Visitor's Guide. The ad is a full-page, color promotion of event and banquet space, and other facilities, at Switchyard Park.

**Background**

Switchyard Park is scheduled to open in November 2019. Visit Bloomington distributes 50,000 Visitors Guides promoting things to do and places to see in Bloomington throughout Indiana and the Midwest. The Visitors Guide is a key reference for event planners who are bringing weddings, festivals, and banquets to town, and Switchyard Park will be featured as exciting new event space for next winter and spring.

Designer Danielle Lucas was one of three freelance artists recommended for the quality and creativity of their design work. Two of the three designers responded to our request for proposal, and Danielle's proposal, fee, references, and work samples all reflected integrated and thoughtful design for this high-profile piece.

**RESPECTFULLY SUBMITTED,**

---

Julie Ramey, Community Relations Manager

# AGREEMENT BETWEEN CITY OF BLOOMINGTON PARKS AND RECREATION DEPARTMENT AND DANIELLE LUCAS

This Agreement, entered into on this 11<sup>th</sup> day of October, 2018, by and between the City of Bloomington Department of Parks and Recreation (the "Department"), and Danielle Lucas ("Consultant").

**Article 1. Scope of Services** Consultant shall provide Graphic design for a full-page ad for Switchyard Park in the 2019 Bloomington Visitors Guide, including conceptualization, sketching, digital drafts, revision, and final art (the "Services"). Consultant shall diligently provide the Services under this Agreement and shall complete the Services described in this Agreement in a timely manner consistent with the Standard of Care identified in Article 2. Consultant shall complete the Services required under this Agreement on or before November 15, 2018 unless the parties mutually agree to a later completion date. Completion shall mean completion of all work related to the Services. In the performance of Consultant's work, Consultant agrees to maintain such coordination with the Department as may be requested and desirable, including primary coordination with Julie Ramey 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 Three Hundred Seventy Five Dollars (\$375). Consultant shall submit an invoice to the Department upon the completion of the Services described in Article 1. The invoice shall be sent to: Julie Ramey, City of Bloomington, 401 N. Morton, Suite 250, Bloomington, Indiana 47404. Invoices may be sent via first class mail postage prepaid or via email. Payment will be remitted to Consultant within forty-five (45) days of receipt of invoice. Additional services not set forth in Article 1, or changes in the Services must be authorized in writing by the Department or its designated project coordinator prior to such work being performed, or expenses incurred. The Department shall not make payment for any unauthorized work or expenses.

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

**Article 6. Schedule** Consultant shall perform the Services according to the following schedule:

Approved high-resolution CMYK digital artwork for ad to be submitted to Visit Bloomington by November 15, 2018 (the "Schedule"). The time limits established by this schedule shall not be exceeded, except for reasonable cause as mutually agreed by the parties.

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

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

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

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

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

**Article 12. Insurance** During the performance of any and all Services under this Agreement, Consultant shall maintain the following insurance in full force and effect: a) General Liability Insurance, with a minimum combined single limit of \$1,000,000 for each occurrence and \$2,000,000 in the aggregate; b) Automobile Liability Insurance, with a minimum combined single limit of \$1,000,000 for each person and \$1,000,000 for each accident; c) Workers' Compensation Insurance in accordance with the statutory requirements of Title 22 of the Indiana Code; and d) Professional Liability Insurance ("Errors and Omissions Insurance") with a minimum limit of \$1,000,000 annual aggregate. All insurance policies shall be issued by an

insurance company authorized to issue such insurance in the State of Indiana. The City of Bloomington, the Department, and the officers, employees and agents of each shall be named as insureds under the General Liability, Automobile, and Worker's Compensation policies, and such policies shall stipulate that the insurance will operate as primary insurance and that no other insurance of the City's will be called upon to contribute to a loss hereunder. Consultant shall provide evidence of each insurance policy to the Department prior to the commencement of work under this Agreement.

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

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

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

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

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

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

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

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

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

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

**Department:** City of Bloomington, Attn: Julie Ramey, 401 N. Morton St. Ste. 250, Bloomington, IN 47404. **Consultant:** Danielle Lucas. 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**

**Danielle Lucas**

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Philippa M. Guthrie, Corporation Counsel

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Danielle Lucas, graphic designer

**CITY OF BLOOMINGTON PARKS AND RECREATION**

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Paula McDevitt, Director

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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.

**DANIELLE LUCAS**

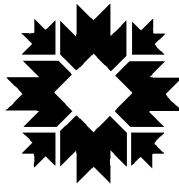
By: \_\_\_\_\_  
\_\_\_\_\_

STATE OF \_\_\_\_\_ )  
 ) SS:  
COUNTY OF \_\_\_\_\_ )

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

\_\_\_\_\_  
Notary Public's Signature      My Commission Expires: \_\_\_\_\_

\_\_\_\_\_  
Printed Name of Notary Public      County of Residence: \_\_\_\_\_



**CITY OF BLOOMINGTON**  
**parks and recreation**

**STAFF REPORT**

Agenda Item: C-6  
Date: 10/18/2018

Administrator  
Review\Approval  
PM

**TO:** Board of Park Commissioners  
**FROM:** Dave Williams, Operations Director  
**DATE:** October 11, 2018  
**SUBJECT: REVIEW/APPROVAL OF EASEMENT #4 FOR DUKE ENERGY  
OVERHEAD ELETRIC LINE BURIAL - SWITCHYARD PARK**

**Recommendation**

It is recommended the Board grant easement #4 to Duke Energy to facilitate the burial of existing overhead electric lines and electric for Switchyard Park.

**Background**

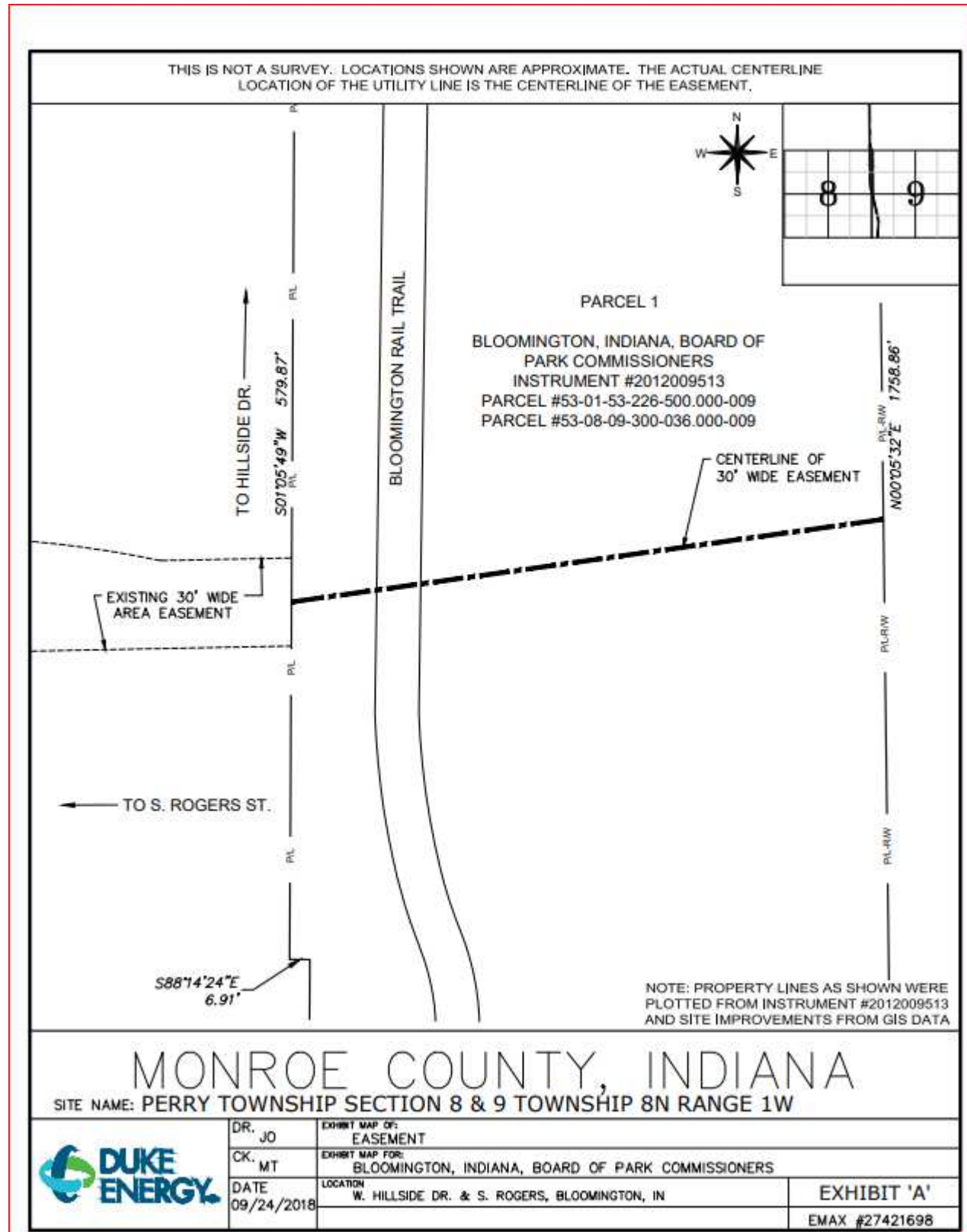
Switchyard Park project includes the burial of existing overhead lines running across the middle and Hillside right-of-way locations on the park property and from the west side of Walnut St. The park's electrical service layout is being coordinated with Duke Energy's upgrade of their power substation located on Rogers St. across from the Switchyard Park entrance. The first Duke Energy easement was approved by the Board in July 2017. Second and third easements were approved by the Board October 4, 2018. The locations and dimension of the easements requested by Duke for installation of their equipment has been reviewed and approved by our consultant and staff.

**RESPECTFULLY SUBMITTED,**

---

Dave Williams, Operations Director

# Easement # 4



# **GRANT OF EASEMENT**

Pt. Parcel # 53-01-53-226-500.000-009  
53-08-09-300-036.000-009

In consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, **BLOOMINGTON, INDIANA, BOARD OF PARK COMMISSIONERS**, an Indiana municipal corporation (hereinafter referred to as "Grantor"), hereby grant(s) unto **DUKE ENERGY INDIANA, LLC**, an Indiana limited liability company, with a mailing address of 1000 E. Main Street, Plainfield, IN 46168 and its successors and assigns (hereinafter referred to as "Grantee"), a perpetual, non-exclusive easement to construct, reconstruct, operate, patrol, maintain, repair, replace, relocate, add to, modify and remove, electric, and/or telecommunication line or lines including but not limited to, all necessary and convenient supporting structures, conduits, wires, cables, manholes, pullboxes, grounding systems, counterpoises, surface equipment (including, but not limited to, transformers and switchgears), and all other appurtenances, fixtures and equipment (hereinafter referred to as the "Facilities"), for the underground transmission and distribution of electrical energy, and for technological purposes (including but not limited to telecommunications), in, upon, over, along, under, through and across the following described real estate:

Situate in Section 8 and 9, Township 8 North, Range 1 West, Perry Township, Monroe County, State of Indiana; being a part of a tract as recorded in **Instrument Number 2012009513** in the Office of the Recorder of Monroe County, Indiana (hereinafter referred to as "Grantor's Property"), and being more particularly described as follows:

A strip of land thirty feet (30') in uniform width, lying fifteen feet (15') wide on both sides of a centerline, which centerline shall be established by the center of the Facilities as constructed and as generally shown on Exhibit "A", attached hereto and becoming a part hereof (hereinafter referred to as the "Easement Area").

This easement grant shall include, but not be limited to, the following respective rights and duties of Grantor and Grantee:

1. Grantee shall have the right of ingress and egress over the Easement Area, and over the adjoining land of Grantor's Property (using lanes, driveways, and adjoining public roads where practical as determined by Grantee).

*For Grantee's Internal Use:*

*Line Name/No: Monroe – Perry – IN*

*Tract No: 3 of 4*

*Job Control # 27421698*

*LU#*

*Prep/Chk: MES/LAF/JBS Exec/Rec: \_\_\_\_\_*

*Dwg/Fac Ref.: Exhibit "A"*

*Prepared Date: September 24, 2018*

2. Grantee shall have the right to cut down, clear, trim, remove, and otherwise control any trees, shrubs, overhanging branches, and/or other vegetation upon or over the Easement Area. Grantee shall also have the right to cut down, clear, trim, remove, and otherwise control any trees, shrubs, overhanging branches, and/or other vegetation which are adjacent to the Easement Area but only to the extent such vegetation may endanger, as reasonably determined by Grantee, the safe or reliable operation of the Facilities, or where such vegetation is trimmed consistent with generally accepted arboricultural practices.

3. Grantee shall have the right to allow third parties to trench with Grantee's Facilities, and any such equipment shall include but not be limited to, wires, cables, and other fixtures; provided, that Grantor shall pursue any claim with the third party and not Grantee, if any such claim arises out of any third party's facility location.

4. [Intentionally deleted.]

5. Grantor shall not place, or permit the placement of, any obstructions, which may interfere with the exercise of the rights granted herein to Grantee. Grantee shall have the right to remove any such obstruction.

6. Grantee shall have the right to pile dirt and other material and to operate equipment upon the surface of the Easement Area and the adjoining land of Grantor's Property, but only during those times when Grantee is constructing, reconstructing, maintaining, repairing, replacing, relocating, adding to, modifying, or removing the Facilities.

7. Excluding the removal of vegetation and obstructions as provided herein, any physical damage to the surface area of the Easement Area and the adjoining land of Grantor's Property resulting from the exercise of the rights granted herein to Grantee, shall be promptly paid by Grantee, or repaired or restored by Grantee to a condition which is reasonably close to the condition it was in prior to the damage, all to the extent such damage is caused by Grantee or its contractors or employees. In the event that Grantee does not, in the opinion of Grantor, satisfactorily repair any damage, Grantor must, within ninety (90) days after such damage occurs, file a claim for such damage with Grantee at (a) 1000 E. Main St., Plainfield, IN 46168, Attn: Right of Way Services, or (b) by contacting an authorized Right of Way Services representative of Grantee.

8. Grantor shall have the right to use the Easement Area and the adjoining land of Grantor's Property in any manner which is consistent with the rights granted herein to Grantee, and shall comply with all applicable codes when making use of the land near the Facilities.

9. Notwithstanding anything to the contrary contained herein, Grantor shall not without the prior written consent of Grantee (a) construct or install, or permit the construction or installation of any building, house, or other above-ground structure, or portion thereof, upon the Easement Area; or (b) excavate or place, or permit the excavation or placement of any dirt or other material upon or below the Easement Area; or (c) cause, by excavation or placement of material, either on or off the Easement Area, a pond, lake, or similar containment vehicle that would result in the retention of water in any manner within the Easement Area.

10. Grantor warrants that it has the necessary authority and title to Grantor's Property to grant this easement to Grantee, and shall defend and hold Grantee harmless from the claim of any third party that Grantor does not have such authority or title.

11. The respective rights and duties herein of Grantor and Grantee shall inure to the benefit of, and shall be binding upon the respective successors, assigns, heirs, personal representatives, lessees, licensees, and/or tenants of Grantor and Grantee. Easement, Grantor and Grantee, as used herein, shall be deemed to be plural, when required to be so. The exercise of any or all of the rights and privileges of Grantee set forth herein, shall be at the sole discretion of Grantee.

**12. NOTICE: THE INTEREST CONVEYED HEREBY IS SUBJECT TO AN ENVIRONMENTAL RESTRICTIVE COVENANT, DATED NOVEMBER 8, 2010, RECORDED IN THE OFFICE OF THE RECORDER OF MONROE COUNTY, INDIANA, INSTRUMENT NUMBER 2010017221 IN FAVOR OF AND ENFORCEABLE BY THE INDIANA DEPARTMENT OF ENVIRONMENTAL MANAGEMENT.**

Signature page(s) follow.

**IN WITNESS WHEREOF**, Grantor has caused this **Grant of Easement** to be signed by its duly authorized representative(s), effective the \_\_\_\_ day of \_\_\_\_\_, 2018.

**BLOOMINGTON, INDIANA, BOARD OF PARK COMMISSIONERS,**  
an Indiana municipal corporation,  
Grantor

By: \_\_\_\_\_ By: \_\_\_\_\_

Printed Name: \_\_\_\_\_ Printed Name: \_\_\_\_\_

Printed Title: \_\_\_\_\_ Printed Title: \_\_\_\_\_

STATE OF \_\_\_\_\_ )  
 ) SS:  
COUNTY OF \_\_\_\_\_ )

Personally appeared before me this day \_\_\_\_\_, \_\_\_\_\_, (a) duly authorized representative(s) of Grantor and acknowledged the signing of this **Grant of Easement** by \_\_\_\_\_ to be a voluntary act and deed for and on behalf of Grantor, and having been duly sworn/affirmed, state(s) that any representations contained therein are true to the best of \_\_\_\_\_ personal knowledge.

**WITNESS** my hand and notarial seal, this \_\_\_\_ day of \_\_\_\_\_, 2018.

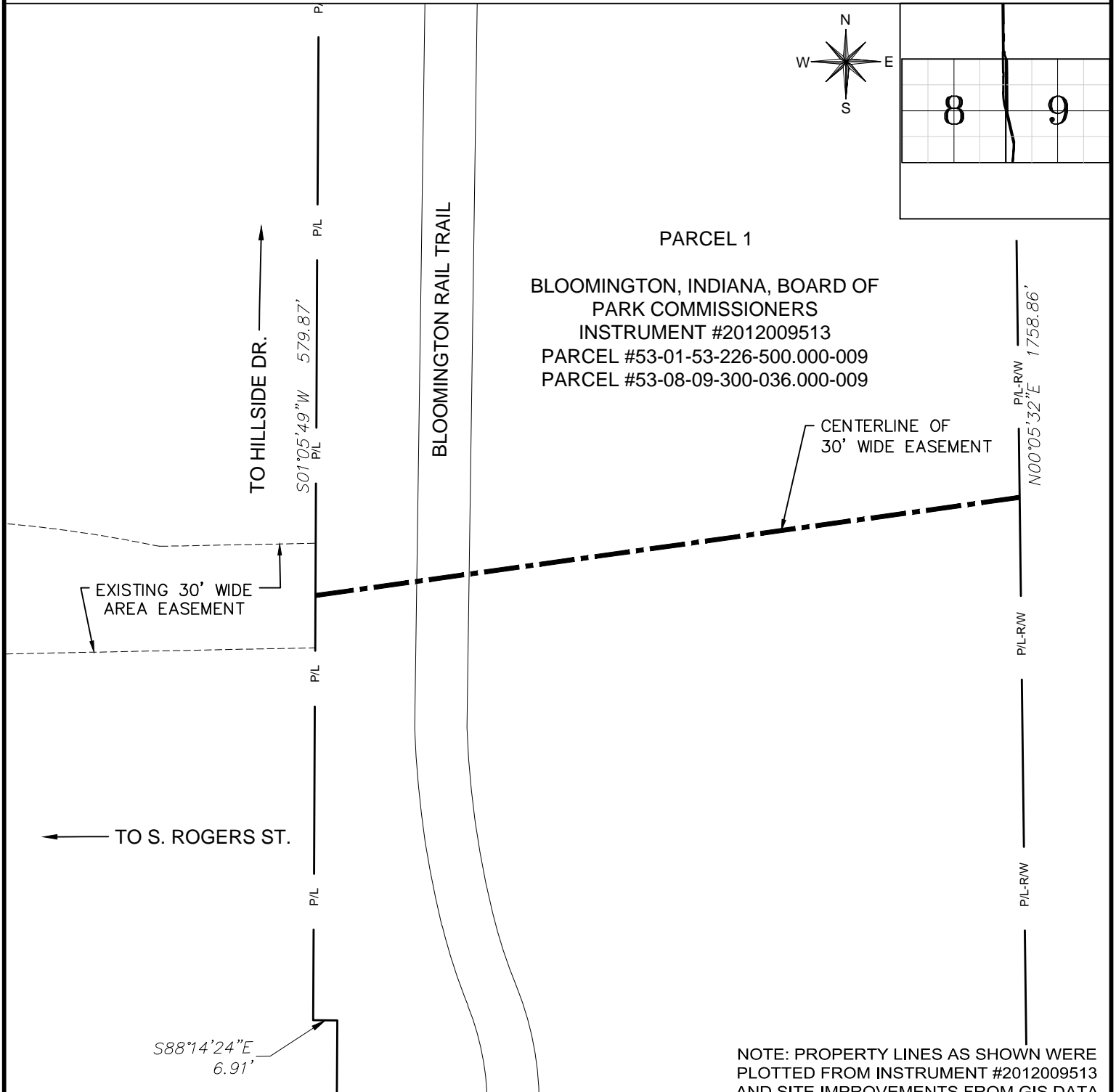
My Commission Expires: \_\_\_\_\_ Signed Name: \_\_\_\_\_

My County of Residence: \_\_\_\_\_ Printed Name: \_\_\_\_\_

This Instrument Prepared by John B. Scheidler, Attorney-at-Law, 1000 E. Main St., Plainfield, IN 46168.

I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law. *Michelle E. Sechman*

THIS IS NOT A SURVEY. LOCATIONS SHOWN ARE APPROXIMATE. THE ACTUAL CENTERLINE LOCATION OF THE UTILITY LINE IS THE CENTERLINE OF THE EASEMENT.



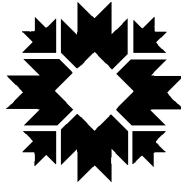
# MONROE COUNTY, INDIANA

SITE NAME: PERRY TOWNSHIP SECTION 8 & 9 TOWNSHIP 8N RANGE 1W



DR. JO	EXHIBIT MAP OF: EASEMENT		
CK. MT	EXHIBIT MAP FOR: BLOOMINGTON, INDIANA, BOARD OF PARK COMMISSIONERS		
DATE 09/24/2018	LOCATION W. HILLSIDE DR. & S. ROGERS, BLOOMINGTON, IN		EXHIBIT 'A'
			EMAX #27421698





**CITY OF BLOOMINGTON**  
**parks and recreation**

**STAFF REPORT**

Agenda Item: C-7  
Date: 10-18-2018

Administrator  
Review\Approval  
PM

**TO:** Board of Park Commissioners  
**FROM:** Lee E Huss - Urban Forester  
**DATE:** 10/15/2018  
**SUBJECT:** Consultant agreement with Mominee Tree for Public tree pruning

**Recommendation**

Asking to utilize the services of Mominee Tree for tree pruning services for three locations.

**Background**

Perform tree services at Park Ridge Park (all trees), Pin Oaks (28) along East Hickory Stick Drive, Pin Oaks (46) along West Sudbury Drive. Crown cleaning and structural pruning. Clean-up of debris created from the operation.

**RESPECTFULLY SUBMITTED,**

---

Lee E Huss  
Urban Forester

**AGREEMENT  
BETWEEN  
CITY OF BLOOMINGTON  
PARKS AND RECREATION DEPARTMENT  
AND  
MOMINEE TREE  
FOR  
TREE PRUNING**

This Agreement, entered into on this \_\_\_\_ day of October, 2018, by and between the City of Bloomington Department of Parks and Recreation (the “Department”), and Mominee Tree (“Consultant”),

**WITNESSETH:**

WHEREAS, the Department wishes to prune trees at East Hickory Stick Drive, West Sudbury Drive, and Park Ridge Park; and

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

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

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

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

**Article 1. Scope of Services**

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

Consultant shall complete the Services required under this Agreement on or before March 15, 2019, unless the parties mutually agree to a later completion date. Completion shall mean completion of all work related to the Services.

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

**Article 2. Standard of Care**

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

**Article 3. Responsibilities of the Department**

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

**Article 4. Compensation**

The Department shall pay Consultant for all fees and expenses in an amount not to exceed Seven Thousand Six Hundred Dollars and zero cents (\$7,600.00). Consultant shall submit an invoice to the Department upon the completion of the Services described in Article 1. Invoices may be sent via first class mail postage prepaid or via email. Payment will be remitted to Consultant within forty-five (45) days of receipt of invoice. The invoice shall be sent to:

Lee Huss  
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 no later than March 15, 2019. The time limits established by this schedule shall not be exceeded, except for reasonable cause as mutually agreed by the parties.

**Article 7. Termination**

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

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

**Article 8. Identity of the Consultant**

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

**Article 9. Opinions of Probable Cost**

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

**Article 10. Reuse of Instruments of Service**

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

**Article 11. Ownership of Documents and Intellectual Property**

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

**Article 12. Independent Contractor Status**

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

**Article 13. Indemnification**

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

**Article 14. Insurance**

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

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

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

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

**Article 15. Conflict of Interest**

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

**Article 16. Waiver**

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

**Article 17. Severability**

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

**Article 18. Assignment**

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

**Article 19. Third Party Rights**

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

**Article 20. Governing Law and Venue**

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

**Article 21. Non-Discrimination**

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

**Article 22. Compliance with Laws**

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

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

**Article 23. E-Verify**

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

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

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

**Article 24. Notices**

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

**Department:**

**Consultant:**

City of Bloomington	Mominee Tree
Attn: Lee Huss	Attn: Bret Mominee
401 N. Morton, Suite 250	4101 E. Boltinghouse Road
Bloomington, Indiana 47402	Bloomington, IN 47408

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

**Article 25. Intent to be Bound**

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

**Article 26. Integration and Modification**

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

**Article 27. Non-Collusion**

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

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

**CITY OF BLOOMINGTON**

**MOMINEE TREE**

\_\_\_\_\_  
Philippa M. Guthrie, Corporation Counsel

\_\_\_\_\_  
Bret Mominee, Owner

**CITY OF BLOOMINGTON**  
**PARKS AND RECREATION**

\_\_\_\_\_  
Paula McDevitt, Director

\_\_\_\_\_  
Kathleen Mills, President,  
Board of Park Commissioners



**EXHIBIT A**  
**“Scope of Work”**

The Services shall include the following:

Prepared By: Brett Mominee  
ISA Certified Arborist: IN-3495A



**MOMINEE TREE**

***Initial Quote***

Job Site: Park Ridge Park

Client Name: City of Bloomington- ATTN: Lee Huss

Date: September 17th, 2018

---

*Services Quoted:*

- Remove dead & broken branches on trees in Park Ridge Park
- Remove all debris from operations

**Total Cost = \$2,250.00**

Prepared By: Brett Mominee  
ISA Certified Arborist: IN-3495A



**MOMINEE TREE**

***Initial Quote***

Job Site: East Hickory Stick Drive

Client Name: City of Bloomington- ATTN: Lee Huss

Date: September 17th, 2018

---

*Services Quoted:*

- Limb up and remove dead branches on (28) pin oak trees
- Remove all debris from operations

**Total Cost = \$3,250.00**

Prepared By: Brett Mominee  
ISA Certified Arborist: IN-3495A



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**MOMINEE TREE**

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## ***Initial Quote***

Job Site: West Sudbury Drive

Client Name: City of Bloomington- ATTN: Lee Huss

Date: September 17th, 2018

---

### *Services Quoted:*

- Limb up & remove deadwood on (46) pin oak trees
- Remove all debris from operations

**Total Cost = \$2,100.00**

**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.

**Mominee Tree**

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-8  
Date: 10/18/2018

Administrator  
Review\Approval  
PM

**TO:** Board of Park Commissioners  
**FROM:** Lee E Huss - Urban Forester  
**DATE:** 10/15/2018  
**SUBJECT:** Consultant agreement extension of time with Bluestone Tree for Public tree removals

### **Recommendation**

Staff recommends approval of this addendum to the original contract of \$17,050.00, with Bluestone Tree. This addendum is to extend the completion of services date. Funds for this project: 200-18-189503-53990

### **Background**

The original contract approved in May 2018 for removal of hazardous and dead trees, included a completion of services date on or before September 15, 2018. Due to the amount of work and weather, additional time is required to complete this project. This addendum is to extend the completion of all services to: on or before December 1, 2018. All other terms of this contracts will remain intact.

**RESPECTFULLY SUBMITTED,**

Lee E Huss  
Urban Forester

**ADDENDUM I  
TO  
AGREEMENT BETWEEN CITY OF BLOOMINGTON PARKS AND RECREATION  
DEPARTMENT  
AND  
BLUESTONE TREE, LLC FOR TREE REMOVAL**  
(Entered in this \_\_\_\_\_ day of \_\_\_\_\_, 2018)

WHEREAS, on May 22, 2018, the City of Bloomington Department of Parks and Recreation (the “Department”) entered into an Agreement (“Agreement”) with Bluestone Tree, LLC (“Contractor”) to remove several hazardous and dead trees; and

WHEREAS, additional time is required to complete the Scope of Services agreed upon in the Agreement (Exhibit A is attached to and incorporated into this Addendum I to the Agreement); and

WHEREAS, the Department wishes to extend the schedule through December 1, 2018 to provide the required additional time; and

WHEREAS, the Contractor is in agreement with said changes to the schedule; and

WHEREAS, pursuant to Article 26 of the Agreement, Agreement may be modified only by a written amendment signed by both parties.

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

**Article 1. Term:** To modify Article 6, Schedule, of the Agreement to state:

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

**Article 2. Modification:** Any other modification to said Agreement shall be in writing per Article 26 of the Agreement.

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

**CITY OF BLOOMINGTON**

**BLUESTONE TREE, LLC**

\_\_\_\_\_  
Paula McDevitt, Director  
Parks and Recreation Department

\_\_\_\_\_  
Jerad Oren

\_\_\_\_\_  
Kathleen Mills, Park Board President  
Board of Park Commissioners

\_\_\_\_\_  
Title of Contractor Representative

\_\_\_\_\_  
Mick Renneisen, Deputy Mayor

## EXHIBIT "A"

### Agreement



#### MEMORANDUM

**TO:** Philippa Guthrie  
**FROM:** Paula McDevitt  
**DATE:** May 2, 2018  
**RE:** Agreement with Bluestone Tree for various tree removals

Funding Source: 200-18-189503-53990

Total Dollar Amount of Contract: \$17,050.00

Expiration Date of Contract: 9/15/2018

Renewal Date: NA

Department Head Initials of Approval: PM

Due Date For Signature: May 17, 2018

Record Destruction Date (Legal Dept to fill in): 2029

Legal Department Internal Tracking #: 18-255

PREVIOUSLY REVIEWED BY & RETURN SIGNED CONTRACT TO THIS ATTORNEY: Anahit Behjou

ATTORNEY IS TO RETURN SIGNED CONTRACT TO THIS DEPARTMENTAL EMPLOYEE: Paula McDevitt

**Summary of Contract:** Bluestone Tree will be removing several hazardous and dead trees at various locations.

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

This Agreement, entered into on this 22 day of May, 2018, by and between the City of Bloomington Department of Parks and Recreation (the "Department"), and Bluestone Tree, LLC ("Contractor"),

**WITNESSETH:**

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

WHEREAS, the Department requires the services of a professional Contractor in order to perform the tree removals (the "Services" as further defined below); and

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

WHEREAS, 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 September 15, 2018, unless the parties mutually agree to a later completion date. Completion shall mean completion of all work related to the Services.

In the performance of Contractor's work, Contractor agrees to maintain such coordination with the Department as may be requested and desirable, including primary coordination with Lee Huss as the Department's Project Manager. 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 Seventeen Thousand Fifty Dollars and Zero Cents (\$17,050.00). 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. Contractor shall submit an invoice to the Department upon the completion of the Services described in Article 1. The invoice shall be sent to:

Lee Huss  
City of Bloomington  
401 N. Morton, Suite 250  
Bloomington, Indiana 47404

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

**Article 5. Appropriation of Funds**

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

**Article 6. Schedule**

Contractor shall perform the Services no later than September 15, 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 \$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 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: Lee Huss	Attn: Jerad Oren
401 N. Morton, Suite 250	PO 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**

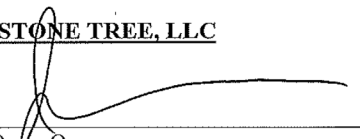
Contractor is required to certify that it has not, nor has any other member, representative, or agent of Contractor, entered into any combination, collusion, or agreement with any person relative to the price to be offered by any person nor prevented any person from making an offer nor induced anyone 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**

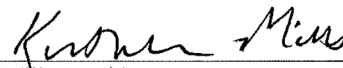
  
Philippa M. Guthrie, Corporation Counsel

**BLUESTONE TREE, LLC**

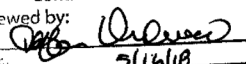
X   
Jerad Oren, Owner

**CITY OF BLOOMINGTON PARKS AND RECREATION**

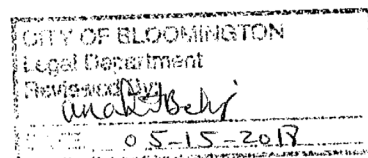
  
Paula McDevitt, Director

  
Kathleen Mills, President,  
Board of Park Commissioners

CITY OF BLOOMINGTON  
Controller

Reviewed by:   
DATE: 5/16/18  
FUND/ACCT: 200-18-233

7



**EXHIBIT A**  
**"Scope of Work"**

The Services shall include the following:

Estimate #1392



<b>Billing Address</b> City Of Bloomington 301 N. Morton St. Bloomington IN 47401 USA hussl@bloomington.in.gov 18123275251 <b>Contact:</b> Lee Huss 18123275251	<b>Service Address</b> City Of Bloomington hussl@bloomington.in.gov 18123275251 <b>Contact:</b> Lee Huss 18123275251	<b>Send Payment To</b> Bluestone, LLC P.O. Box 345 Clear Creek IN 47426 United States 8128243335 bluestonebloomington@gmail.com	<b>Date</b> 04/27/18 <b>Total</b> \$17,050.00 <b>Payments</b> \$0.00 <b>Balance</b> \$17,050.00
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**Charges**

Item	Description	Unit Cost	Tax	Quantity	Line Total
Services	Remove large ash tree and all debris in unimproved right of way at 1865 S. Covey Ln.	\$4,150.00		1.0	\$4,150.00
Services	Remove dead Ash tree and all debris in unimproved Alley at 616 E. University St.	\$900.00		1.0	\$900.00
Services	Remove 50 inch silver maple in all debris near the corner of 651 South Walker St.	\$1,000.00		1.0	\$1,000.00
Services	Remove 50 inch maple tree and all debris near 2105 E. Meadow Bluff Court along S. High St.	\$3,900.00		1.0	\$3,900.00
Services	Remove 45 inch silver maple and all debris in front of 341 South Jackson St.	\$2,600.00		1.0	\$2,600.00
Services	Remove 43 inch Siberian elm tree and all debris at Cascades golf course near the entrance of Kinser Pike	\$1,300.00		1.0	\$1,300.00
Services	Remove 35 inch ash tree and all debris on Kinser Pike near skyline Drive intersection	\$1,100.00		1.0	\$1,100.00
Services	Remove dead trees and ash trees along the street right of way near East Moore's Pike along side AMC theater. Group of trees together.	\$2,100.00		1.0	\$2,100.00
Subtotal					\$17,050.00
Tax					\$0.00
<b>Total</b>					<b>\$17,050.00</b>

**Notes**

**Terms**

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

\* SEP, 15TH



**EXHIBIT B**

**E-VERIFY AFFIDAVIT**

STATE OF INDIANA                    )  
  )SS:  
COUNTY OF \_\_\_\_\_ )

**AFFIDAVIT**

The undersigned, being duly sworn, hereby affirms and says that: (Bluestone Tree)

1. The undersigned is the Owner of Bluestone, LLC.  
(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 Jerad Oren and acknowledged the execution of the foregoing this 1 day of June, 2018.

Tiffany L. Hall  
Notary Public's Signature

My Commission Expires:



Tiffany Hall  
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 1 day of June, 2018.

**Bluestone Tree, LLC**

By: Jerad Oren owner  
[Signature]

STATE OF \_\_\_\_\_ )  
 ) SS:  
COUNTY OF \_\_\_\_\_ )

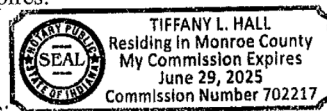
Before me, a Notary Public in and for said County and State, personally appeared Jerad Oren and acknowledged the execution of the foregoing this 1 day of June, 2018.

[Signature]  
Notary Public's Signature

My Commission Expires:

Tiffany L Hall  
Printed Name of Notary Public

County of Residence: \_\_\_\_\_





**CITY OF BLOOMINGTON**  
**parks and recreation**

**STAFF REPORT**

Agenda Item: C-9  
Date: 10/18/2018

Administrator  
Review\Approval  
PM

**TO:** Board of Park Commissioners  
**FROM:** Lee E Huss - Urban Forester  
**DATE:** 10/15/2018  
**SUBJECT:** Consultant agreement extension of time with Bluestone Tree for Public tree removals

**Recommendation**

Staff recommends approval of this addendum to the original contract of \$10,900 with Bluestone Tree. This addendum is to extend the completion of services date. Funds for this project: 200-18-189503-53990

**Background**

The original contract approved in June 2018 for removal of hazardous and dead trees, included a completion of services date on or before September 15, 2018. Due to the amount of work and weather, additional time is required to complete this project. This addendum is to extend the completion of all services to: on or before December 1, 2018. All other terms of this contracts will remain intact.

**RESPECTFULLY SUBMITTED,**

Lee E Huss  
Urban Forester

**ADDENDUM I  
TO  
AGREEMENT BETWEEN CITY OF BLOOMINGTON PARKS AND RECREATION  
DEPARTMENT  
AND  
BLUESTONE TREE, LLC FOR TREE REMOVAL**  
(Entered in this \_\_\_\_ day of \_\_\_\_\_, 2018)

WHEREAS, on June 26, 2018, the City of Bloomington Department of Parks and Recreation (the “Department”) entered into an Agreement (“Agreement”) with Bluestone Tree, LLC (“Contractor”) to remove several hazardous and dead trees; and

WHEREAS, additional time is required to complete the Scope of Services agreed upon in the Agreement (Exhibit A is attached to and incorporated into this Addendum I to the Agreement); and

WHEREAS, the Department wishes to extend the schedule through December 1, 2018 to provide the required additional time; and

WHEREAS, the Contractor is in agreement with said changes to the schedule; and

WHEREAS, pursuant to Article 26 of the Agreement, Agreement may be modified only by a written amendment signed by both parties.

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

**Article 1. Term:** To modify Article 6, Schedule, of the Agreement to state:

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

**Article 2. Modification:** Any other modification to said Agreement shall be in writing per Article 26 of the Agreement.

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

**CITY OF BLOOMINGTON**

**BLUESTONE TREE, LLC**

\_\_\_\_\_  
Paula McDevitt, Director  
Parks and Recreation Department

\_\_\_\_\_  
Jerad Oren

\_\_\_\_\_  
Kathleen Mills, Park Board President  
Board of Park Commissioners

\_\_\_\_\_  
Title of Contractor Representative

\_\_\_\_\_  
Mick Renneisen, Deputy Mayor

## EXHIBIT "A"

### AGREEMENT



#### MEMORANDUM

**TO:** Philippa Guthrie  
**FROM:** Paula McDevitt  
**DATE:** June 8, 2018  
**RE:** Contract agreement with Bluestone Tree for tree removals.

Funding Source: 200-18-189503-53990

Total Dollar Amount of Contract: \$10,900

Expiration Date of Contract: September 15, 2018

Renewal Date: NA

Department Head Initials of Approval: PM

Due Date For Signature: June 22, 2018

Record Destruction Date (Legal Dept to fill in): 2029

Legal Department Internal Tracking #: 18-337

PREVIOUSLY REVIEWED BY & RETURN SIGNED CONTRACT TO THIS ATTORNEY: Anahit Behjou

ATTORNEY IS TO RETURN SIGNED CONTRACT TO THIS DEPARTMENTAL EMPLOYEE: Paula McDevitt

**Summary of Contract:** Bluestone Tree will be removing several hazardous and dead trees at four locations in Bloomington.

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

This Agreement, entered into on this 26 day of June, 2018, by and between the City of Bloomington Department of Parks and Recreation (the "Department"), and Bluestone Tree, LLC ("Consultant"),

**WITNESSETH:**

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

WHEREAS, the Department requires the services of a professional consultant in order to perform the tree removals (the "Services" as further defined below); and

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

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

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

**Article 1. Scope of Services**

Consultant shall provide the Services as specified in Exhibit A, "Scope of Work", attached hereto and incorporated into this Agreement. Consultant shall diligently provide the Services under this Agreement and shall complete the Services described in this Agreement in a timely manner consistent with the Standard of Care identified in Article 2. Consultant shall complete the Services required under this Agreement on or before September 15, 2018, unless the parties mutually agree to a later completion date. Completion shall mean completion of all work related to the Services.

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

**Article 2. Standard of Care**

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

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

**Article 3. Responsibilities of the Department**

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

**Article 4. Compensation**

The Department shall pay Consultant for all fees and expenses in an amount not to exceed Ten Thousand Nine Hundred Dollars and Zero Cents (\$10,900). Consultant shall submit an invoice to the Department upon the completion of the Services described in Article 1. Invoices may be sent via first class mail postage prepaid or via email. Payment will be remitted to Consultant within forty-five (45) days of receipt of invoice. The invoice shall be sent to:

Lee Huss  
City of Bloomington  
401 N. Morton, Suite 250  
Bloomington, Indiana 47404

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

**Article 5. Appropriation of Funds**

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

**Article 6. Schedule**

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

**Article 7. Termination**

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

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

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

**Article 8. Identity of the Consultant**

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

**Article 9. Opinions of Probable Cost**

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

**Article 10. Reuse of Instruments of Service**

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

**Article 11. Ownership of Documents and Intellectual Property**

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

**Article 12. Independent Contractor Status**

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



**Article 13. Indemnification**

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

**Article 14. Insurance**

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

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

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

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

**Article 15. Conflict of Interest**

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

**Article 16. Waiver**

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

any party of any term of this Agreement shall be considered to be a waiver of any other term or breach thereof.

**Article 17. Severability**

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

**Article 18. Assignment**

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

**Article 19. Third Party Rights**

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

**Article 20. Governing Law and Venue**

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

**Article 21. Non-Discrimination**

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

**Article 22. Compliance with Laws**

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

**Article 23. E-Verify**

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

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

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

**Article 24. Notices**

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

**Department:**

**Consultant:**

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

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

**Article 25. Intent to be Bound**

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

**Article 26. Integration and Modification**


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

**Article 27. Non-Collusion**

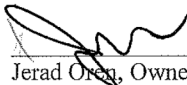
Consultant is required to certify that it has not, nor has any other member, representative, or agent of Consultant, entered into any combination, collusion, or agreement with any person relative to the price to be offered by any person nor prevented any person from making an offer nor induced anyone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

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

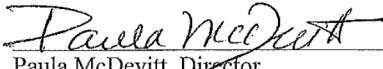
**CITY OF BLOOMINGTON**

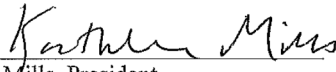
  
Philippa M. Guthrie, Corporation Counsel  
Mick Renneisen, Deputy Mayor

**BLUESTONE TREE, LLC**

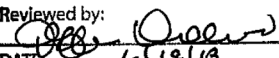
  
Jerad Oren, Owner


**CITY OF BLOOMINGTON PARKS AND RECREATION**

  
Paula McDevitt, Director

  
Kathleen Mills, President,  
Board of Park Commissioners

**CITY OF BLOOMINGTON**  
Controller

Reviewed by:   
DATE: 6/12/13  
FUND/ACCT: 200-10-392


**CITY OF BLOOMINGTON**  
Legal Department  
Reviewed By:   
DATE: 6/13/13

## EXHIBIT A

### "Scope of Work"

The Services shall include the following:

#### Estimate #1585

Sept 15TH  Bluestone Tree

<b>Billing Address</b> City Of Bloomington 301 N. Morton St. Bloomington IN 47401 USA hussl@bloomington.in.gov 18123275251	<b>Service Address</b> City Of Bloomington hussl@bloomington.in.gov 18123275251 <b>Contact: Lee Huss</b> 18123275251	<b>Send Payment To</b> Bluestone, LLC P.O. Box 345 Clear Creek IN 47426 United States 8128243335 bloomington@bluestonetree.com	<b>Sent</b> 06/01/18 <b>Total</b> \$10,900.00 <b>Payments</b> \$0.00 <b>Balance</b> \$10,900.00
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**Contact: Lee Huss**  
18123275251

#### Charges

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

#### Notes

#### Terms

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

**EXHIBIT B**

**“Project Schedule”**

All work to be completed by September 15, 2018.

**EXHIBIT C**  
**E-VERIFY AFFIDAVIT**

STATE OF INDIANA                     )  
  )SS:  
COUNTY OF MONROE                     )

**AFFIDAVIT**

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

1. The undersigned is the owner of Bvestone Trac.  
(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 MONROE                     )

Before me, a Notary Public in and for said County and State, personally appeared Jerad Oren and acknowledged the execution of the foregoing this 19 day of July, 2018.

Notary Public's Signature

My Commission Expires: July 14, 2024

Travis Michael Sullivan  
Printed Name of Notary Public

County of Residence: MONROE

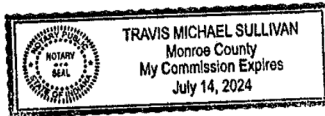


EXHIBIT D

STATE OF INDIANA )  
 ) SS:  
COUNTY OF MONROE )

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 19 day of July, 2018.

Bluestone Tree, LLC

By: [Signature] Owner

STATE OF INDIANA )  
 ) SS:  
COUNTY OF MONROE )

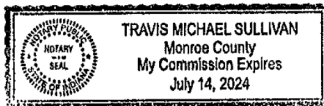
Before me, a Notary Public in and for said County and State, personally appeared Jared Oren and acknowledged the execution of the foregoing this 19<sup>th</sup> day of July, 2018.

Travis Michael Sullivan  
Notary Public's Signature

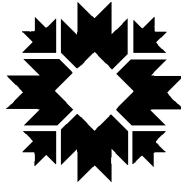
My Commission Expires: July 14, 2024

Travis Michael Sullivan  
Printed Name of Notary Public

County of Residence: MONROE







**CITY OF BLOOMINGTON  
parks and recreation**

**STAFF REPORT**

Agenda Item: C-10  
Date: 10/18/2018

Administrator  
Review\Approval  
PM

**TO:** Board of Park Commissioners  
**FROM:** Lee E Huss - Urban Forester  
**DATE:** 10/15/2018  
**SUBJECT:** Consultant agreement extension of time with Designscape Horticultural Services.

**Recommendation**

Staff recommends approval of this addendum to the original contract of \$4,343.10 with Designscape Horticulture. This addendum is to extend the completion of services date.  
Funds for this project: 200-18-189503-52220 (\$890.00) and 200-18-189503-53990 (\$3,464.10)

**Background**

The original contract approved in April 2018 for tree planting, transplanting, and spade work, included a completion of services date on or before July 31, 2018. Due to the amount of work and weather, additional time is required to complete this project. This addendum is to extend the completion of all services to: on or before December 15, 2018. All other terms of this contracts will remain intact.

**RESPECTFULLY SUBMITTED,**

Lee E Huss  
Urban Forester

**ADDENDUM I  
TO  
AGREEMENT BETWEEN CITY OF BLOOMINGTON PARKS AND RECREATION  
DEPARTMENT  
AND  
DESIGNSCAPE HORTICULTURAL SERVICES INC. FOR TREE CARE**  
(Entered in this \_\_\_\_\_ day of \_\_\_\_\_, 2018)

WHEREAS, on April 10, 2018, the City of Bloomington Department of Parks and Recreation (the “Department”) entered into an Agreement (“Agreement”) with Designscape Horticultural Services Inc. (“Contractor”) to plant, transplant, and perform air spade tree work on several trees in various locations; and

WHEREAS, additional time is required to complete the Scope of Services agreed upon in the Agreement (Exhibit A is attached to and incorporated into this Addendum I to the Agreement); and

WHEREAS, the Department wishes to extend the schedule through December 15, 2018 to provide the required additional time; and

WHEREAS, the Contractor is in agreement with said changes to the schedule; and

WHEREAS, pursuant to Article 26 of the Agreement, Agreement may be modified only by a written amendment signed by both parties.

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

**Article 1. Term:** To modify Article 6, Schedule, of the Agreement to state:

“Contractor shall perform the Services no later than December 15, 2018. The time limits established by this schedule shall not be exceeded, except for reasonable cause as mutually agreed by the parties.”

**Article 2. Modification:** Any other modification to said Agreement shall be in writing per Article 26 of the Agreement.

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

**CITY OF BLOOMINGTON**

**DESIGNSCAPE HORTICULTURAL  
SERVICES INC.**

\_\_\_\_\_  
Paula McDevitt, Director  
Parks and Recreation Department

\_\_\_\_\_  
Gabriel Gluesenkamp

\_\_\_\_\_  
Kathleen Mills, Park Board President  
Board of Park Commissioners

\_\_\_\_\_  
Title of Contractor Representative

\_\_\_\_\_  
Mick Renneisen, Deputy Mayor

**EXHIBIT "A"**  
**AGREEMENT**



**MEMORANDUM**

**TO:** Philippa Guthrie  
**FROM:** Paula Mc Devitt  
**DATE:** March 13, 2018  
**RE:** Designscape Horticulture Spring 2018 tree work

**Funding Source:** 200-18-189503-52220 (\$890.00)  
200-18-189503-53990 (\$3,464.10)

**Total Dollar Amount of Contract:** \$4,354.10

**Expiration Date of Contract:** July 31, 2018

**Renewal Date:** NA

**Department Head Initials of Approval:** PM

**Due Date For Signature:** April 20, 2018

**Record Destruction Date (Legal Dept to fill in):** 2028

**Legal Department Internal Tracking #:** 18-160

**PREVIOUSLY REVIEWED BY & RETURN SIGNED CONTRACT TO THIS**  
**ATTORNEY:** Anahit Behjou

**ATTORNEY IS TO RETURN SIGNED CONTRACT TO THIS**  
**DEPARTMENTAL EMPLOYEE:** Paula McDevitt

**Summary of Contract:**

Tree planting in public right-of-way at median on W Bloomfield Rd (Three trees). Air spade tree work on seven trees at City Hall to remove girdling roots. Transplant three trees at city nursery to Ferguson Dog Park.

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**AGREEMENT  
BETWEEN  
CITY OF BLOOMINGTON  
PARKS AND RECREATION DEPARTMENT  
AND  
DESIGNSCAPE HORTICULTURAL SERVICES INC.  
FOR  
TREE CARE**

This Agreement, entered into on this 10 day of April, 2018, by and between the City of Bloomington Department of Parks and Recreation (the "Department"), and Designscape Horticultural Services Inc. ("Consultant"),

**WITNESSETH:**

WHEREAS, the Department wishes to hire the services of Consultant; and

WHEREAS, the Department requires the services of a professional consultant in order to perform the removal and pruning of hazardous trees along the south property line at RCA Park (the "Services" as further defined below); and

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

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

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

**Article 1. Scope of Services**

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

Consultant shall complete the Services required under this Agreement on or before July 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 Lee Huss, Urban Forester as the Department's Project Manager. Consultant agrees that any information or documents, including digital GIS information, supplied by the Department pursuant to Article 3, below, shall be used by Consultant for this project only, and shall not be reused or reassigned for any other purpose without the written permission of the Department.

**Article 2. Standard of Care**

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

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

**Article 3. Responsibilities of the Department**

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

**Article 4. Compensation**

The Department shall pay Consultant for all fees and expenses in an amount not to exceed Four Thousand Three Hundred Fifty Four Dollars and 10 Cents (\$4,354.10). Consultant shall submit an invoice to the Department upon the completion of the Services described in Article 1. Invoices may be sent via first class mail postage prepaid or via email. Payment will be remitted to Consultant within forty-five (45) days of receipt of invoice. The invoice shall be sent to:

Lee Huss  
City of Bloomington  
401 N. Morton, Suite 250  
Bloomington, Indiana 47404

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

**Article 5. Appropriation of Funds**

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

**Article 6. Schedule**

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

**Article 7. Termination**

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

The Department may terminate or suspend performance of this Agreement at the Department's prerogative at any time upon written notice to Consultant. Consultant shall terminate or suspend performance of the Services on a schedule acceptable to the Department and the Department shall

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

**Article 8. Identity of the Consultant**

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

**Article 9. Opinions of Probable Cost**

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

**Article 10. Reuse of Instruments of Service**

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

**Article 11. Ownership of Documents and Intellectual Property**

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

**Article 12. Independent Contractor Status**

During the entire term of this Agreement, Consultant shall be an independent contractor, and in no event shall any of its personnel, agents or sub-contractors be construed to be, or represent

themselves to be, employees of the Department. Consultant shall be solely responsible for the payment and reporting of all employee and employer taxes, including social security, unemployment, and any other federal, state, or local taxes required to be withheld from employees or payable on behalf of employees.

**Article 13. Indemnification**

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

**Article 14. Insurance**

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

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

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

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

**Article 15. Conflict of Interest**

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

**Article 16. Waiver**

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

**Article 17. Severability**

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

**Article 18. Assignment**

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

**Article 19. Third Party Rights**

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

**Article 20. Governing Law and Venue**

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

**Article 21. Non-Discrimination**

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

**Article 22. Compliance with Laws**

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

**Article 23. E-Verify**

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



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

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

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

**Article 24. Notices**

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

**Department:**

**Consultant:**

City of Bloomington	Designscape Horticultural Services Inc
Attn: Lee Huss	Attn: Gabriel Gluesenkamp
401 N. Morton, Suite 250	2877 T.C. Steele Road
Bloomington, Indiana 47402	Nashville, IN 47488

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**

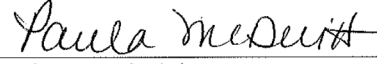
Consultant is required to certify that it has not, nor has any other member, representative, or agent of Consultant, entered into any combination, collusion, or agreement with any person relative to the price to be offered by any person nor prevented any person from making an offer nor induced anyone 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.

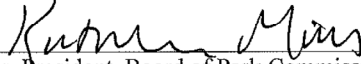
**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed the day and year first written above.

**CITY OF BLOOMINGTON**

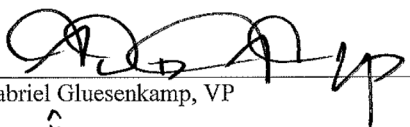
  
\_\_\_\_\_  
Philippa M. Guthrie, Corporation Counsel

**CITY OF BLOOMINGTON PARKS AND RECREATION**

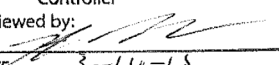
  
\_\_\_\_\_  
Paula McDevitt, Director

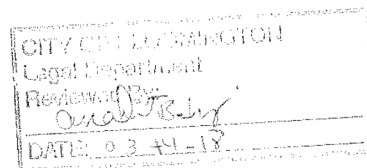
  
\_\_\_\_\_  
Kathleen Mills, President, Board of Park Commissioners

**DESIGNSCAPE HORTICULTURAL SERVICES INC.**

  
\_\_\_\_\_  
Gabriel Gluesenkamp, VP  
b

CITY OF BLOOMINGTON  
Controller

Reviewed by:   
DATE: 3-14-18  
FUND/ACCT: 200 152503 539K  
12770



## **EXHIBIT A**

### **“Scope of Work”**

Consultant to provide tree work for the following location:

**Locations 1** 401 N Morton St – City Hall. Air Spade 7 Red Maples trees, cut and remove girdling roots, backfill trench with compost, clean-up/fix any disturbed areas created.

**Location 2** 1300 Block of W Bloomfield Road. Install 3 Ginkgo ‘Princeton Sentry’ min 2” caliper in median. Rake back top dress stone for re-use. Stake and guy all trees. Clean-up/fix disturbed areas created.

**Location 3** Ferguson Dog Park. Transplant 3 existing tree at City Nursery site to Dog Park site at location provided by the Urban Forester. Clean up/fix any disturbed areas created.

**Project Contact:** This work is being coordinated by the City of Bloomington Department of Parks and Recreation Urban Forester and will be paid by the City.

**EXHIBIT B**  
**Schedule**

Work can begin April 1st, 2018. Completion date shall be no later than July 31, 2018.

STATE OF INDIANA )  
 )SS:  
COUNTY OF )

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

- Signature GABRIEL D GLUESINKAMP  
Printed Name

STATE OF INDIANA )  
 )SS:  
COUNTY OF BROWN )

Before me, a Notary Public in and for said County and State, personally appeared Lee Huss and acknowledged the execution of the foregoing this 16<sup>th</sup> day of April, 2018.

My Commission Expires: 6-14-25

Elizabeth Ann Moaguen County of Residence: Brown  
Printed Name of Notary Public

EXHIBIT D

STATE OF IN )  
 ) 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 04 day of 16, 2018.

Designscape Horticultural Services Tree.

By: GABRIEL GIVSENKAMP  
DESIGNSCAPE

STATE OF IN )  
 ) SS:  
COUNTY OF BROWN )

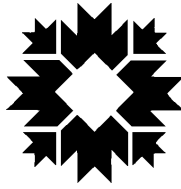
Before me, a Notary Public in and for said County and State, personally appeared Lee Huss and acknowledged the execution of the foregoing this 16<sup>th</sup> day of April, 2018.

Elizabeth Ann Mangum  
Notary Public's Signature

My Commission Expires: 6-14-25

Elizabeth Ann Mangum  
Printed Name of Notary Public

County of Residence: Brown



**CITY OF BLOOMINGTON**  
**parks and recreation**

**STAFF REPORT**

Agenda Item: C-11  
Date: 10/18/2018

Administrator  
Review\Approval  
PM

**TO:** Board of Park Commissioners  
**FROM:** John Turnbull, Division Director Sports  
**DATE:** October 16, 2018  
**SUBJECT:** REVIEW/APPROVAL OF CONTRACT ADDENDUM WITH LENTZ PAVING, LLC

**Recommendation**

Staff recommends approval of this addendum to the original contract of \$175,296. The addendum is for \$7,600.

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

**Background**

The original contract is for court resurfacing of several locations bundled together.

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

This addendum is to add the Sherwood Oaks tennis court hitting wall surface to the project. The small surface was not explicitly spelled out in the original specifications and thus was not included in the bid submitted. Once this omission was brought to all parties' attention, the addition was agreed upon as a fair price.

**RESPECTFULLY SUBMITTED,**

Sports Division Director

**ADDENDUM  
TO  
AGREEMENT BETWEEN CITY OF BLOOMINGTON PARKS AND RECREATION  
DEPARTMENT  
AND  
LENTZ PAVING, LLC FOR  
COURT RESURFACING AT MULTIPLE LOCATIONS**

(Entered in this \_\_\_\_ day of \_\_\_\_\_, 2018)

WHEREAS, on **August 21, 2018**, the City of Bloomington Department of Parks and Recreation (the “Department”) and Lentz Paving, LLC (“Contractor”) entered into an Agreement to repair and resurface multiple courts (“Agreement”); and

WHEREAS, the Department wishes to add a hitting tennis wall surface at Sherwood Oaks Park to the Scope of Services of the Agreement; and

WHEREAS, including said hitting tennis wall surface will result in additional cost of Seven Thousand Six Hundred and Zero Cents (\$7600.00); and

WHEREAS, the Contractor is in agreement with said changes to the Scope of Services and the additional Compensation; and

WHEREAS, pursuant to Section 4.11 of the Agreement, additional Services or changes in the Services not agreed upon in the Agreement must be authorized in writing by the Department prior to such work being performed or expenses incurred.

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

**Article 1. Scope of Work:** To amend the Agreement to reflect the addition of the hitting tennis wall surface to the Scope of Work (“Services”).

**Article 2. Compensation:** To amend the Agreement to reflect the additional compensation of not to exceed Seven Thousand Six Hundred and Zero Cents (\$7600.00).

**Article 2. Modification:** All other terms of the Agreement (entered in on August 21, 2018) are still intact. Any other modification to said Agreement shall be in writing per Article 26 of said Agreement.

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

**CITY OF BLOOMINGTON**

**Lentz Paving, LLC**

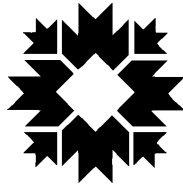
\_\_\_\_\_  
Paula McDevitt, Director  
Parks and Recreation Department

\_\_\_\_\_  
Kathleen Mills, Park Board President  
Board of Park Commissioners

\_\_\_\_\_  
Mick Renneisen, Deputy Mayor

\_\_\_\_\_  
Title





**CITY OF BLOOMINGTON**  
**parks and recreation**

**STAFF REPORT**

Agenda Item: C-12  
Date: 10/18/2018

Administrator  
Review/Approval  
PM

**TO:** Board of Parks Commissioners  
**FROM:** Kim Clapp, Office Manager  
**DATE:** October 23, 2018  
**SUBJECT:** **REVIEW/APPROVAL OF 2019 PRICE SCHEDULE**

**Background**

Staff request the Board of Park Commissioners review the attached 2019 Price Schedule –Draft. Staff will seek final approval at the November 27, 2018 Board of Park Commissioners meeting. The following is an Executive Summary of the proposed changes:

Page 1 Administrative Services – Equipment Rental, Adult Programs, and Inclusive Recreation

Changes include:

*Under Adult Programs*

- Youth Sailing Camp – In City increase from \$7 – \$250 to \$7 – \$350
- Youth Sailing Camp - Out of City increase from \$7 – \$313 to \$7 – \$663
- Adult Sailing Instruction - In City increase from \$7 – \$250 to \$7 – \$600
- Adult Sailing Instruction - Out of City increase from \$7 – \$313 to \$7 - \$663

Page 2 Adult Sports – League Registrations, Tournaments, Tennis

No Changes

Page 3 Adult Sports/Youth Sports – Field Rentals, Player Fees, and Concessions

Changes include:

*Under Field Rental/Player Fees*

- Delete “with on-site maintenance” at Lower Cascade and Twin Lakes ballfields
- Delete Girl’s Fast Pitch – player fees

Page 4 Aquatics – Bryan Pool/Mills Pool – Admissions

Changes include;

*Under both Bryan Park Pool and Mills Pool*

- Increase Economy Pass 50 punch from \$200 to \$225
- Increase Economy Pass 20 punch from \$85 to \$95
- Increase Economy Pass 10 punch from \$45 to \$50

Page 5 Aquatics – Bryan Pool/Mills Pool – Facility Rentals, Programs, Classes, and Special Events

Changes include:

*Under Rentals*

- Add Mills Pool – Open Swim Day Rental (open to general public for admission) ½ day rental \$750
- Add Mills Pool – Open Swim Day Rental (open to general public for admission) full day rental \$1,200

*Under Concessions Services*

- Increased maximum fee from \$25 to \$30

Page 6      Banneker Community Center – Facility Rentals, Programs, Classes, Special Events  
No changes

Page 7      Cemetery Services – Lot Sales, Inurnment, Interment, and Disinterment  
No changes

Page 8      Community Events – April/November Farmers’ Market  
Changes include:

*Under November Farmers’ Market*

- Changed from based on 3 regular Market days to 4 regular Market days in November
- Changed Holiday Market from 4<sup>th</sup> to 5<sup>th</sup> Market Day in November
- Increase large space application fee from \$54 to \$72
- Increase large space application fee senior or youth from \$36 to \$48
- Increase small space application fee from \$30 to \$40
- Increase small space application fee senior or youth from \$21 to \$28

Page 9      Community Events – Saturday Farmers’ Market May/October, Tuesday Farmers’ Market  
No changes

Page 10      Community Events – Gardens, Stage Rental, Programs, Classes, Special Events, A Fair of the Arts, Holiday Market  
No changes

Page 11      Community Events – Mobile Stage Rental, Other Rental  
No changes

Page 12      Frank Southern Ice Arena – User Fees, Facility Rental, Programs, Classes, Special Events  
Changes include:

*Under User Fees/facility Rental*

- Correct rink rental prime time from \$195 to \$205
- Increase rink rental non-prime time from \$175 to \$195
- Add ice show performers \$40

Page 13      Golf Services – Green Fees, Season Passes, Facility Rental, Programs, Classes, and Special Events  
Changes include:

*Under Green Fees/Season Passes*

- Increase cart rental – per person 9 holes from \$7 to \$7.50
- Increase cart rental – per person 18 holes from \$14 to \$15

*Under Clubhouse Rental, Programs, Classes, Special Events*

- Delete Clubhouse – any day of the week 9:00 a.m. to 6:00 p.m.
- Delete Clubhouse – any evening of the week 6:00 p.m. to 1:00 a.m.

Page 14      Natural Resources  
Changes include:

*Under Educational Program*

- Increase private groups from \$22/hr. to \$25/hr.

Page 15

Operations Services – Shelter Rentals

Changes include:

*Under Shelter Rental*

Increase all shelter rentals \$3.00 from a range of \$50 - \$88 to \$53 - \$91

Page 16

Twin Lakes Recreation Center – Memberships, Rentals

No changes

Page 17

Twin Lakes Recreation Center – Facility Rental, Facility Services, Concessions

Changes include:

*Under Concession Services*

- Increased maximum fee from \$25 to \$30

Page 18

Twin Lakes Recreation Center – TLRC Fitness

No Changes

Page 19

Youth Programs – Facility Rental, Programs, Classes, and Special Events

Changes include:

*Under Facility Rental*

- Increase Activity rooms Category A from \$30 to \$35
- Increase Activity rooms Category B from \$40 to \$45
- Increase Activity rooms Category C from \$50 to \$55
- Increase restroom only with park use Category A from \$25 to \$30
- Increase restroom only with park use Category B from \$35 to \$40
- Increase restroom only with park use Category C from \$45 to \$50
- Increase whole building Category A from \$50 to \$55
- Increase whole building Category B from \$60 to \$65

*Under Program /Classes Special Events*

- Increase Kid City Break Days - In City from \$35 to a range of \$35 - \$45 per day\*
  - Increase Kid City Break Days - Out of City from \$35 to a range of \$35 - \$50 per day\*
- \*Range allows for increase next fall when school begins

Page 20

Miscellaneous

No changes

**RESPECTFULLY SUBMITTED,**




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Kim Clapp, Office Manager



# 2019 Price Schedule



**CITY OF BLOOMINGTON**  
parks and recreation



# **BLOOMINGTON PARKS & RECREATION**

\*Administrative Transaction Fee is included in all prices

PAGE 1	Administrative Services - Equipment Rental Adult Services - Programs, Classes, Special Events Inclusive Recreation - Programs, Classes, Special Events
PAGE 2	Adult Sports - Basketball, Tennis, Softball, Volleyball Adult Sports - League Registrations, Tournaments
PAGE 3	Adult Sports/Youth Sports - Field Rental, Player Fees, Concessions
PAGE 4	Aquatics - Bryan Pool and Mills Pool Admission and Passes
PAGE 5	Aquatics - Programs, Classes, Special Events, Rentals, Concessions
PAGE 6	Banneker Center - Facility Rental, Programs, Classes, Special Events
PAGE 7	Cemetery Services
PAGE 8	Community Events - Saturday Farmers' Market - April, November
PAGE 9	Community Events - Saturday Farmers' Market - May thru October Community Events - Tuesday Farmers' Market
PAGE 10	Community Events - Gardens, Waldron, Hill and Buskirk Park Stage Rental Community Events - Programs, Classes, Special Events Community Events - A Fair of The Arts, Holiday Market
PAGE 11	Community Events - Mobile Stage Rental, Other Rental
PAGE 12	Frank Southern Ice Arena - User Fees, Facility Rental Frank Southern Ice Arena - Programs, Classes, Special Events Frank Southern Ice Arena - Concessions
PAGE 13	Golf Services - Green Fees, Season Passes, Other Golf Services - Clubhouse Rentals, Program, Classes, Special Events Golf Services - Concessions
PAGE 14	Natural Resources - Launch Permits, Boat Rental, Misc. Natural Resources - Programs, Classes, Special Events
PAGE 15	Operations Services - Shelter Rental
PAGE 16	Twin Lakes Recreation Center - Memberships Twin Lakes Recreation Center - Basketball Court Rental
PAGE 17	Twin Lakes Recreation Center - Programs, Facility Services, Rentals Twin Lakes Recreation Center - Concessions
PAGE 18	Twin Lakes Recreation Center - Fitness
PAGE 19	Youth Programs - Facility Rental, Programs, Classes, Special Events
PAGE 20	Miscellaneous
PAGE 21	Pricing Pyramid

# BLOOMINGTON PARKS & RECREATION

## PROGRAM UNIT: ADMINISTRATIVE SERVICES

NON-REVERTING FUND		
EQUIPMENT RENTAL	2019 IN CITY FEES	2019 OUT of CITY FEES
Volleyball Standards	16.00 + 50.00 deposit	na
Picnic/Party Kits	15.00 + 50.00 deposit	na

## PROGRAM UNIT: ADULT PROGRAMS

Cost Recovery Goal = 75%

NON-REVERTING FUND		
PROGRAMS/CLASSES/ SPECIAL EVENTS	2019 IN CITY FEES	2019 OUT OF CITY FEES
Living and Learning Classes	7.00 - 250.00	7.00 - 313.00
Sailing at Lake Monroe-Youth Camp*	7.00 - 350.00	7.00 - 663.00
Sailing at Lake Monroe- Adult Instruction*	7.00 - 600.00	7.00 - 663.00

## PROGRAM UNIT: INCLUSIVE RECREATION

Cost Recovery Goal = 2%

NON-REVERTING FUND		
PROGRAMS/CLASSES/ SPECIAL EVENTS	2019 IN CITY FEES	2019 OUT OF CITY FEES
Special Interest Programs/Classes/ Special Events	1.00 - 300.00	na



# BLOOMINGTON PARKS & RECREATION

## PROGRAM UNIT: ADULT SPORTS

Cost Recovery Goal = 75%

<b>NON-REVERTING FUND</b>		
<b>LEAGUE REGISTRATIONS TOURNAMENTS TENNIS</b>	<b>2019 IN CITY FEES</b>	<b>2019 OUT OF CITY FEES</b>
Adult Softball League - Team Registration		
Spring	720.00	na
Fall	720.00	na
Adult Softball Tournaments	175.00-350.00	na
Forfeit Fee - Softball	25.00	na
Tennis:		
Adult Lessons 2 per week for 4 weeks	47.00	55.00
Youth Lessons (ages 5 - 17) 2 per week for 4 weeks	41.00	49.00
Tennis Tournament - Singles	16.00	na
Tennis Tournament - Doubles A Team	18.00	na
Football:		
Flag Football - Team Fee	400.00-500.00	na
Flag Football - Individual Fee	20.00 -30.00	na
Volleyball:		
Adult Volleyball - Team Fee	80.00 - 200.00	na
Adult Volleyball - Individual Fee	20.00 - 30.00	na

# BLOOMINGTON PARKS & RECREATION

## PROGRAM UNIT: ADULT SPORTS/YOUTH SPORTS

Cost Recovery Goal

Adult Sports = 75%      Youth Sports = 40%

<b>GENERAL FUND &amp; NON-REVERTING FUND</b>		
<b>FIELD RENTAL PLAYER FEES</b>	<b>2019 PARTNER FEES</b>	<b>2019 NON-PARTNER FEES</b>
Winslow Sports Complex:		
Practice	16.00	18.00
Practice with lights	20.00	22.00
Weeknight Competition	23.00	25.00
Weekend Competition	25.00	27.00
With on-site maintenance	30.00	30.00
All day per field	165.00	na
Lower Cascades ballfield rental (per hour/per field):		
without on-site maintenance	20.00	na
All day per field	165.00	na
Twin Lakes ballfield rental (per hour/per field):		
without on-site maintenance	20.00	na
All day per field	165.00	na
Bryan Park ballfield rental (per hour/per field):		
Practice	10.00	na
Competition	12.00	na
Butler Park ballfield rental (per hour/per field)	10.00	na
Olcott Park ballfield rental (per hour):		
Competition Field Grandstand (South)	43.00	45.00
Non-Competition Field (North)	43.00	45.00
Olcott Park practice - either field	22.00	24.00
Olcott Park practice with lights - either field	24.00	26.00
Olcott Park - one-time lining	300.00	300.00

<b>NON-REVERTING FUND</b>		
<b>Concessions Services</b>	<b>2019 IN CITY FEES</b>	<b>2019 OUT OF CITY FEES</b>
Concession items	.25 - 18.00	na



# BLOOMINGTON PARKS & RECREATION

## PROGRAM UNIT: AQUATICS

Cost Recovery Goal

Bryan Park Pool = 75%      Mills Pool = 20%

GENERAL FUND		
	2019	2019
BRYAN PARK POOL	IN CITY FEES	OUT OF CITY FEES
General Admission (3 yrs. and under free)	6.00	na
Economy Pass		
50 punch pass - good for swimming OR water slide	225.00	na
Economy Pass		
20 punch pass - good for swimming OR water slide	95.00	na
Economy Pass		
10 punch pass - good for swimming OR water slide	50.00	na

GENERAL FUND		
	2019	2019
MILLS POOL	IN CITY FEES	OUT OF CITY FEES
General Admission (3 yrs. and under free)	6.00	na
Economy Pass		
50 punch pass	225.00	na
Economy Pass		
20 punch pass	95.00	na
Economy Pass		
10 punch pass	50.00	na

# BLOOMINGTON PARKS & RECREATION

## PROGRAM UNIT: AQUATICS

### Cost Recovery Goal

Bryan Park Pool = 75%      Mills Pool = 20%

#### NON-REVERTING FUND

PROGRAMS/CLASSES SPECIAL EVENTS	2019 IN CITY FEES	2019 OUT OF CITY FEES
Group swimming lessons (both Bryan and Mills pools)	60.00	70.00
Lifeguard training and WSI and Lifeguard Instructor	100.00 - 300.00	na
AquaFit	60.00 - 120.00	na

RENTALS	2019 IN CITY FEES	2019 OUT OF CITY FEES
Bryan Pool private rental - entire facility: main pool, waterslides, Limestone Lagoon	325.00/hour	na
Bryan Pool private rental: main pool only	275.00/hour	na
Mills Pool private rental: entire facility	200.00/hour	na
Mills Pool - Open Swim Day Rental Half Day Rental Open to the public for general admission	750.00	na
Mills Pool - Open Swim Day Rental Full Day Rental Open to the public for general admission	1200.00	na

#### NON-REVERTING FUND

Concessions Services	2019 IN CITY FEES	2019 OUT OF CITY FEES
Concession items	.50 - 30.00	na

# BLOOMINGTON PARKS & RECREATION

## PROGRAM UNIT: BANNEKER COMMUNITY CENTER

Cost Recovery Goal = 20%

<b>NON-REVERTING FUND</b>		
<b>FACILITY RENTAL</b>	<b>2019 IN CITY FEES (plus deposit - see below)</b>	<b>2019 OUT OF CITY FEES (plus deposit - see below)</b>
Rental during operational hours	per hour	per hour
Category A* - any room	0.00	0.00
Category B** - any room	0.00	0.00
Category C*** - kitchen	30.00	na
Category C*** - 3rd floor	40.00	na
Category C*** - Gymnasium	45.00	na
Category C*** - Gymnasium Bulk	40.00	
Rental during non-operational hours		
Category A* - any room	0.00	0.00
Category B** - gymnasium	35.00	na
Category B** - whole building	75.00	na
Category B** - gymnasium bulk rate	30.00	
Category C*** - gymnasium bulk rate	50.00	
Category C*** - kitchen	40.00	na
Category C*** - Gymnasium	55.00	na
Category C*** - 3rd floor	45.00	na
Category C*** - whole building	140.00	na

\*CATEGORY A = Parks department/City departments/MCCSC

\*\*CATEGORY B = Not-for-profit groups/Parks department affiliates

\*\*\*CATEGORY C = Private use

A fee will be negotiated to any fund-raising or profit-making venture based on type, price, and volume of product being sold, with final approval by the Department Administrator.

**All rentals require a 50% deposit.**

<b>NON-REVERTING FUND</b>		
<b>PROGRAMS/CLASSES SPECIAL EVENTS</b>	<b>2019 IN CITY FEES</b>	<b>2019 OUT OF CITY FEES</b>
Special Events & Classes	0.00-200.00	na
Banneker Summer Camp	10.00/wk	na

# BLOOMINGTON PARKS & RECREATION

## PROGRAM UNIT: CEMETERY SERVICES

Cost Recovery Goal = 3%

<b>ROSE HILL CEMETERY - GENERAL FUND</b>		
<b>LOT SALES</b>	<b>2019 IN CITY FEES</b>	<b>2019 OUT OF CITY FEES</b>
Individual lots	NONE AVAILABLE	NONE AVAILABLE
Plot Survey Request	25.00-200.00	25.00-200.00
Cremain lots - per space	550.00	675.00
Mausoleum niches for ashes	1400.00	1500.00
<b>MAUSOLEUM</b>		
<b>INTERMENT/DISINTERMENT</b>		
Monday - Friday	575.00 with additional fee of 150 if arriving after 2 pm	575.00 with additional fee of 150 if arriving after 2 pm
Saturday	825.00	825.00
<b>INURNMENT/DISINURNMENT</b>		
Monday - Friday	425.00 with additional fee of 150 if arriving after 2 pm	425.00 with additional fee of 150 if arriving after 2 pm
Saturday	675.00	675.00
<b>WHITE OAK CEMETERY - GENERAL FUND</b>		
<b>LOT SALES</b>	<b>2019 IN CITY FEES</b>	<b>2019 OUT OF CITY FEES</b>
Individual lots - per space (4' x 10")	700.00	850.00
Trustees (includes lot and interment)	550.00	550.00
<b>BOTH ROSE HILL &amp; WHITE OAK CEMETERY - GF</b>		
<b>INTERMENT/DISINTERMENT</b>	<b>2019 IN CITY FEES</b>	<b>2019 OUT OF CITY FEES</b>
<b>GROUND</b>		
Monday - Friday	700.00 with additional fee of 250 if arriving after 2 pm	700.00 with additional fee of 250 if arriving after 2 pm
Saturday	1000.00	1000.00
<b>INURNMENT/DISINURNMENT</b>		
Monday-Friday	425.00 with additional fee of 150.00 if arriving after 2 pm	425.00 with additional fee of 150.00 if arriving after 2 pm
Saturday	675.00	675.00

# BLOOMINGTON PARKS & RECREATION

## PROGRAM UNIT: COMMUNITY EVENTS - FARMERS' MKT

Cost Recovery Goal = 100%

<b>NON-REVERTING FUND</b>		
<b>FARMERS' MARKET SATURDAYS IN APRIL (based on 4 Market days)</b>	<b>2019 IN CITY FEES</b>	<b>2019 OUT OF CITY FEES</b>
Application Fee*	20.00	na
April- Saturday Farmers' Market reserved spaces:		
Large space	72.00 (\$18/day)	na
Large space - Senior** or Youth*** rate	48.00 (\$12/day)	na
Small space	40.00 (\$10/day)	na
Small space - Senior** or Youth*** rate	28.00 (\$7/day)	na
April- Saturday Farmers' Market unreserved spaces:		
Large space - per day	18.00	na
Large space - Senior** or Youth*** rate - per day	12.00	na
Small space - per day	10.00	na
Small space - Senior** or Youth*** rate - per day	7.00	na

<b>NOVEMBER FARMERS' MARKET (based on 4 "regular" Market days in November) (5th Market Day in November is the Holiday Market)</b>	<b>2019 IN CITY FEES</b>	<b>2019 OUT OF CITY FEES</b>
Application Fee*	20.00	na
Large space	72.00 (\$18/day)	na
Large space - Senior** or Youth*** rate	48.00 (\$12/day)	na
Small space	40.00 (\$10/day)	na
Small space - Senior** or Youth*** rate	28.00 (\$7/day)	na
Farmers' Market unreserved spaces:		
Large space - per day	18.00	na
Large space - Senior rate** - per day	12.00	na
Small space - per day	10.00	na
Small space - Senior** or Youth*** rate per day	7.00	na
Holiday Market - reserved large	30.00	na
Holiday Market - local product for profit	40.00	na
Holiday Market - local product non-profit	25.00	na

\* Application fee is a one-time fee to cover administrative costs associated with signing up to sell at Market: verifying application information, vendor newsletter, and being added to the Market mailing list.

\*\* Senior rate applies only if all vendors on contract are 60 years of age or older

\*\*\* Youth rate applies only if all vendors on contract are 16 years of age or younger

# BLOOMINGTON PARKS & RECREATION

## PROGRAM UNIT: COMMUNITY EVENTS - FARMERS' MARKET

Cost Recovery Goal = 100%

### NON-REVERTING FUND

<b>FARMERS' MARKET SATURDAYS IN MAY THRU OCTOBER</b>	<b>2019 IN CITY FEES</b>	<b>2019 OUT OF CITY FEES</b>
Application Fee*	20.00	na
Saturday Farmers' Market reserved spaces:		
Large space	468.00	na
Large space - Senior** or Youth*** rate	312.00	na
Small space	260.00	na
Small space - Senior** or Youth*** rate	182.00	na
Farmers' Market unreserved spaces:		
Large space - per day (same for 2nd space)	18.00	na
Large space - Senior** or Youth*** rate - per day (same for	12.00	na
Small space - per day (same for 2nd space)	10.00	na
Small space - Senior** or Youth*** rate per day (same for 2nd)	7.00	na

<b>TUESDAY FARMERS' MARKET</b>	<b>2019 IN CITY FEES</b>	<b>2019 OUT OF CITY FEES</b>
Application Fee*	20.00	na
Tuesday Farmers' Market reserved spaces:		
Space	119.00 (\$7.00/day)	na
Space - Senior** or Youth*** rate per day	85.00 (\$5.00/day)	na
Tuesday Farmers' Market unreserved spaces:		
Space - per day	7.00	na
Space - Senior** or Youth*** rate per day	5.00	na

<b>MISCELLANEOUS</b>	<b>2019 IN CITY FEES</b>	<b>2019 OUT OF CITY FEES</b>
Homegrown Indiana Farm Tour	5.00 - 100.00	na
Information Table - Application Fee	10.00	na
Information Table space - per day	10.00	na
Prepared Food Vendor/Food Trucks/Pushcarts	10.00 - 499.00 +10% of gross proceeds	na
Mushroom Inspection per occurrence	5.00	na

\* Application fee is a one-time fee to cover administrative costs associated with signing up to sell at Market: Verifying application information, vendor newsletter, and being added to the Market mailing list.

\*\* Senior rate applies only if all vendors on contract are 60 years of age or older

\*\*\* Youth rate applies only if all vendors on contract are 16 years of age or younger

# BLOOMINGTON PARKS & RECREATION

## PROGRAM UNIT: COMMUNITY EVENTS

Cost Recovery Goal = 30%

<b>NON-REVERTING FUND</b>		
<b>GARDENS</b>	<b>2019 IN CITY FEES</b>	<b>2019 OUT OF CITY FEES</b>
Willie Streeter Gardens***		
large plots (10' x 20')	73.00	85.00
small plots (10' x 10')	37.00	44.00
raised beds (10' X 10')	37.00	44.00
Garden clearing fee - large plots	60.00-120.00	na
Garden clearing fee - small plots	30.00-60.00	na
Garden clearing fee - raised beds	30.00-60.00	na
Rev. Butler Park Gardens***		
large plots (avg 140 sq. ft.)	51.00	59.00
small plots (avg 95 sq. ft.)	33.00	38.00
raised beds	33.00	38.00

<b>WALDRON, HILL, AND BUSKIRK PARK STAGE RENTAL</b>	<b>2019 IN CITY FEES</b>	<b>2019 OUT OF CITY FEES</b>
Category I* without lights	100.00 per day	na
Category I* with theatrical lights	125.00 per day	na
Category II* without lights	125.00 per day	na
Category II** with theatrical lights	156.00 per day	na
Deposit on stage rental - refundable	50.00	na

<b>PROGRAMS/CLASSES SPECIAL EVENTS</b>	<b>2019 IN CITY FEES</b>	<b>2019 OUT OF CITY FEES</b>
Special Events & Classes	0-200.00	na
<b>A FAIR OF THE ARTS 2ND SATURDAY OF MONTH MAY - OCTOBER</b>	<b>2019 IN CITY FEES</b>	<b>2019 OUT OF CITY FEES</b>
Application Fee	15.00	na
Booth Space	55.00	na
<b>HOLIDAY MARKET ARTS FAIR</b>	<b>2019 IN CITY FEES</b>	<b>2019 OUT OF CITY FEES</b>
Jury Fee	20.00	na
Booth Space - Indoor 6x8'	65.00	na
Booth Space - Indoor 4x6'	60.00	na
Booth Space - Outdoor 10x10'	55.00	na
Electricity w/Booth Space	10.00	na

\* Category I - Not-for-Profit groups (must provide proof of 501 © 3 status at time of rental)

\*\*Category II - Profit making groups/all other groups

\*\*\* Community Garden Plots will be discounted by 50% for gardeners who have already rented a plot and would like an additional plot after June 30, 2019.

# BLOOMINGTON PARKS & RECREATION

## PROGRAM UNIT: COMMUNITY EVENTS

Cost Recovery Goal = 30%

<b>NON-REVERTING FUND</b>		
<b>MOBILE STAGE RENTAL</b>	<b>2019 IN CITY FEES</b>	<b>2019 OUT OF CITY FEES</b>
Mobile Stage rental		
without lights - Category I*	750.00/day +375.00 deposit	na
Stage Supervisor***	20.00 - 30.00	na
with theatrical lights - Category I*	1,000.00/day +500.00 deposit	na
Stage Supervisor***	20.00 - 30.00	na
without lights - Category II**	1,000.00/day +500.00 deposit	na
Stage Supervisor***	20.00 - 30.00	na
with theatrical lights - Category II**	1,250.00/day +625.00 deposit	na
Stage Supervisor***	20.00 - 30.00***	na

\*\*\*STAGE SUPERVISOR MANDATORY WITH ALL MOBILE STAGE RENTALS

\*\*\*FEE IN RANGE TO BE DETERMINED BY EVENT & STAFFING AVAILABILITY

<b>OTHER RENTAL</b>	<b>2019 IN CITY FEES</b>	<b>2019 OUT OF CITY FEES</b>
Stage Platforms		
for 7 platforms	365.00/day +185.00 deposit	na
single platform	60.00/day +75.00 deposit	na
Risers (small platforms)		
6 platforms	365.00/day +185.00 deposit	na
single platform	60.00/day +75.00 deposit	na
Stairs	\$50.00/day + \$25.00 deposit	na

\* Category I - Not-for-Profit groups (must provide proof of 501(c)3 status at time of rental)

\*\*Category II - Profit making groups/all other groups

Groups are responsible for transporting and set up.



# BLOOMINGTON PARKS & RECREATION

## PROGRAM UNIT: FRANK SOUTHERN ICE ARENA

Cost Recovery Goal = 75%

<b>GENERAL FUND</b>		
<b>USER FEES FACILITY RENTAL</b>	<b>2018/2019 IN CITY FEES</b>	<b>2018/2019 OUT OF CITY FEES</b>
Public Skating (ages 4 and under FREE)	6.00	na
Skate Rental	3.00	na
Economy Pass (10 admissions)	54.00	na
Group Rates - Skates included	5.00	na
Group Rates - Skates excluded	4.00	na
Drop-In Hockey (formerly Stick & Puck)	10.00	na
Skate Sharpening		
Drop off	6.00	na
New Skates	10.00	na
Immediate service	7.00	na
Rink Rental	per hour	per hour
Prime Time (8 a.m. - 11 p.m.)	205.00	na
Non-Prime Time	195.00	na
Birthday Party Room (flat fee)	60.00	na
Birthday Party Room Package (10 adm w/skates)	100.00	na
Ice Show Performers	40.00	na

<b>NON-REVERTING FUND</b>		
<b>PROGRAMS/CLASSES SPECIAL EVENTS</b>	<b>2018/2019 IN CITY FEES</b>	<b>2018/2019 OUT OF CITY FEES</b>
Men's League 12 games & 1 tournament	170.00	185.00
Group Lessons/per participant		
The Skating School	(fall 2018) 80.00	(fall 2018) 90.00
Hockey Initiation	50.00	55.00
Youth Hockey - Cubs	170.00	185.00
Youth Hockey - all others	260.00	275.00
Special Events	2.00 - 100.00	na

<b>Concessions Services</b>	<b>2018/2019 IN CITY FEES</b>	<b>2018/2019 OUT OF CITY FEES</b>
Concession items	.25 - 18.00	na

# BLOOMINGTON PARKS & RECREATION

## PROGRAM UNIT: GOLF SERVICES

Cost Recovery Goal = 85%

<b>GENERAL FUND</b>		
<b>GREEN FEES/SEASON PASSES OTHER</b>	<b>2019 IN CITY FEES</b>	<b>2019 OUT OF CITY FEES</b>
Cascades Special - 18 Holes & Cart	30.00	na
Green Fees	20.00	na
Green Fees - 9 holes	13.00	na
Twilight Green Fees	15.00	na
League play Green Fees	13.00	na
Adult season pass	525.00	565.00
Spouse season pass	200.00	240.00
Family season pass	725.00	840.00
Senior (age 62+) season pass	480.00	515.00
Senior Spouse (age 62+) season pass	200.00	230.00
Junior season pass (18 and under)	200.00	230.00
Student 18 over Valid Student ID	375.00	400.00
9-hole/10 play pass - each visit is one play	120.00	120.00
10 play pass - each visit is one play	165.00	165.00
Locker rental (includes sales tax)	40.00	40.00
Range Balls - per bucket (large and small)	5.00 and 3.00	na
20 Bucket Range Ball Pass	80.00	na
Cart rental - per person - 9 holes	7.50	na
Cart rental - per person - 18 holes	15.00	na
Spectator cart rental - 9 holes	15.00	na
Spectator cart rental - 18 holes	25.00	na
Tournament Fee	25.00	na
Tournament/Outings - per person varies by number of players & format	13.00 - 36.00	na
Student Green Fee - with student I.D.	15.00	na
2019 Pine 9 Special - with cart	\$1.00 per hole	na
<b>NON-REVERTING FUND</b>		
<b>CLUBHOUSE RENTAL PROGRAMS/CLASSES SPECIAL EVENTS</b>	<b>2019 IN CITY FEES</b>	<b>2019 OUT OF CITY FEES</b>
Junior Golf Camp	90.00	100.00
Group Golf Clinics	20.00	25.00
League Fees	5.00 - 25.00	na
Tournament Entry	15.00 - 50.00	na
Prize Fund	1.00 - 15.00	na
<b>Concessions Services</b>	<b>2019 IN CITY FEES</b>	<b>2019 OUT OF CITY FEES</b>
Concession items	.25 - 18.00	na

# BLOOMINGTON PARKS & RECREATION

## PROGRAM UNIT: NATURAL RESOURCES

Cost Recovery Goal = 20%

NON-REVERTING FUND		
LAUNCH PERMITS BOAT/CANOE RENTAL/MISC PROGRAMS/CLASSES SPECIAL EVENTS	2019 IN CITY FEES	2019 OUT OF CITY FEES
Launch Permits:		
Annual - non-motorized	70.00	na
2nd annual - non-motorized	10.00	na
Daily permit	7.00	na
Canoe/Boat rental:		
Per hour	8.00	na
10 pass	70.00	na
Misc/life jacket rental	1.00	na
Educational Programs:		
Private groups	25.00/hr (up to 15 persons)	na
Individual - depending on program	0.00 - 50.00/hr	na
Wapehani Cycling events:		
1 to 100 participants	100.00	na
over 100 participants	additional 1.00 each	na

# BLOOMINGTON PARKS & RECREATION

## PROGRAM UNIT: OPERATIONS SERVICES

Cost Recovery Goal = 5%

<b>NON-REVERTING FUND</b>		
<b>SHELTER RENTAL</b>	<b>2019 IN CITY FEES</b>	<b>2019 OUT OF CITY FEES</b>
Small picnic shelter: (weekdays M-F)		
Bryan-Henderson	53.00	na
Bryan - North	53.00	na
Building Trades	53.00	na
RCA	53.00	na
Small picnic shelter: (weekends & holidays)		
Bryan-Henderson	56.00	na
Bryan - North	56.00	na
Building Trades	56.00	na
RCA	56.00	na
Large Picnic Shelter: (weekdays M-F)		
Bryan - Woodlawn	66.00	na
Winslow Woods	61.00	na
Lion's Den (Upper Cascades)	66.00	na
Sycamore (Lower Cascades North)	76.00	na
Waterfall (Lower Cascades South)	66.00	na
Young Pavilion (Olcott Park)	66.00	na
RCA Group	61.00	na
Large Picnic Shelter: (weekends & holidays)		
Bryan - Woodlawn	81.00	na
Winslow Woods	71.00	na
Lion's Den (Upper Cascades)	81.00	na
Sycamore (Lower Cascades North)	91.00	na
Waterfall (Lower Cascades South)	81.00	na
Young Pavilion (Olcott Park)	81.00	na
RCA Group	71.00	na

# BLOOMINGTON PARKS & RECREATION

## PROGRAM UNIT: TWIN LAKES RECREATION CENTER

Cost Recovery Goal = 100%

<b>NON-REVERTING FUND</b>		
<b>MEMBERSHIPS/RENTALS</b>	<b>2019 Daily</b>	<b>2019</b>
<b>Memberships*</b>		
Daily: 6 & under	N/C	
Daily fee for ages 7 to 18 and 62+	7.00	
Daily fee for ages 18 and over	8.00	
Adult (direct debit) monthly		35.00
Student (direct debit) monthly		30.00
Senior (direct debit) monthly		30.00
Two Person (direct debit) monthly		55.00
Two Senior (direct debit) monthly		45.00
Family (direct debit) monthly		65.00
Adult monthly		40.00
Student monthly		30.00
Senior monthly		35.00
Two Person monthly		60.00
Two Senior monthly		50.00
Family monthly		70.00
Adult 6 Month PIF		200.00
Student 6 Month PIF		155.00
Senior 6 Month PIF		175.00
Two Person 6 Month PIF		300.00
Two Senior 6 Month PIF		250.00
Family 6 Month PIF		350.00
Adult 12 Month PIF		360.00
Student 12 Month PIF		270.00
Senior 12 Month PIF		315.00
Two Person 12 Month PIF		540.00
Two Senior 12 Month PIF		450.00
Family 12 Month PIF		630.00
COB Employee Rate - Adult - (direct debit)	n/a	* 27/month
COB Employee Rate - 2 Adult - (direct debit)	n/a	* 42/month
COB Employee Rate - Family - (direct debit)	n/a	* 49/month
COB Employee Rate - Adult - 6 Month PIF	n/a	150.00
COB Employee Rate - 2 Adult - 6 Month PIF	n/a	225.00
COB Employee Rate - Family - 6 Month PIF	n/a	263.00
COB Employee Rate - Adult - 12 Month PIF	n/a	270.00
COB Employee Rate - 2 Adult - 12 Month PIF	n/a	405.00
COB Employee Rate - Family - 12 Month PIF	n/a	473.00
Pro-rated fee for 2 Adult/Family		2.00 - 54.00
<b>CITY ID needed as verification of employment.</b> <b>COB rate is for employees with benefits only.</b>		
<b>RENTALS</b>	<b>IN-CITY</b>	<b>OUT OF CITY</b>
Basketball competitions, per court. Renter has option of keeping the admissions revenue.	40.00/court	na
Basketball Practice - full court	30.00/court	na
Basketball Practice - full court bulk use	25.00/court	na

# BLOOMINGTON PARKS & RECREATION

## PROGRAM UNIT: TWIN LAKES RECREATION CENTER

Cost Recovery Goal = 100%

<b>NON-REVERTING FUND</b>		
<b>PROGRAMS/CLASSES</b>	<b>2019 IN CITY FEES</b>	<b>2019 OUT OF CITY FEES</b>
Basketball Leagues		
*Season I	75.00/player	na
*Season II	85.00/player	na
*Season III	85.00/player	na
*Late Registration Fee	10.00	na
Basketball Clinics	25.00-80.00	na
<b>COURT/FIELD RENTAL - PER HOUR</b>	<b>2019</b>	<b>2019</b>
Turf Field - Summer (Apr - Sept)	70.00/hour	na
Turf Field - Regular (Oct - March)	100.00/hour	na
<b>PARTIES</b>	<b>2019</b>	<b>2019</b>
Party Room	45.00/hour	na
Party Room Rental w/court use	65.00/hour	na
Party Room Rental w/turf (Apr-Sept)	105.00/hour	na
Party Room Rental w/turf (Oct-Mar)	130.00/hour	na
Party Room Rental w/studio A or B	80.00/hour	na
<b>ROOM RENTALS</b>	<b>2019</b>	<b>2019</b>
Entire Lower Level	155.00/hour	na
Studio A	65.00/hour	na
Studio B	60.00/hour	na
Program Room	45.00/hour	na
<b>FACILITY RENTAL - PER HOUR</b>	<b>2019 IN CITY FEES</b>	<b>2019 OUT OF CITY FEES</b>
6 FT Rectangle Table	6.00/day	na
8 FT Rectangle Table	7.00/day	na
60" Round Table	8.00/day	na
Folding Chairs (white plastic, padded or non-padded)	1.00/day	na
these furnishings are available for TLRC facility rental use only		
<b>CONCESSIONS SERVICES</b>	<b>2019 IN CITY FEES</b>	<b>2019 OUT OF CITY FEES</b>
Concession items	.25 - 30.00	na

# BLOOMINGTON PARKS & RECREATION

## PROGRAM UNIT: TLRC FITNESS

Cost Recovery Goal = 100%

### NON-REVERTING FUND

PROGRAMS/CLASSES SPECIAL EVENTS	2019 IN CITY FEES	2019 OUT OF CITY FEES
Instructional classes - depending on class type	5.00 - 200.00	na
Personal Training	130.00 - 895.00	na
Group Fitness classes	10.00 - 100.00	na
Private Fitness classes	50.00 - 300.00	na
Punch Passes	7.00 - 60.00	na
Fitness assessments	5.00 - 50.00	na

# BLOOMINGTON PARKS & RECREATION

## PROGRAM UNIT: YOUTH PROGRAMS

Cost Recovery Goal = 50%

Allison-Jukebox Community Center

### NON-REVERTING FUND

FACILITY RENTAL	2019 IN CITY FEES	2019 OUT OF CITY FEES
All Allison Jukebox rentals require a 50% deposit		
Activity rooms (two available)	per hour	per hour
Category A*	35.00	na
Category B**	45.00	na
Category C***	55.00	na
Restroom only with park use	per hour	per hour
Category A*	30.00	na
Category B**	40.00	na
Category C***	50.00	na
Whole Building	per hour	per hour
Category A*	55.00	na
Category B**	65.00	na
Category C***	85.00	na

\*CATEGORY A = Parks department/City departments/MCCSC

\*\*CATEGORY B = Not-for-profit groups/Parks department affiliates

\*\*\*CATEGORY C = Private use

PROGRAMS/CLASSES SPECIAL EVENTS	2019 IN CITY FEES	2019 OUT OF CITY FEES
Kid City Camps*	per week	per week
Kid City Original	170.00	175.00
Kid City Quest	160.00	165.00
CIT program - grades 8 - 10 (2 week sessions)	170.00	175.00
Kid City Break Days - per day**	35-45	35-50
Programs/Classes/Special Events	1.00-300.00	1.00-300.00

\* a non-refundable deposit of \$35/session/child is due at time of registration - deposit is applied to session fee

\*\* a \$5.00 late fee will be assessed for Break Days late registrations beginning August 2019



# BLOOMINGTON PARKS & RECREATION

## PROGRAM UNIT: MISCELLANEOUS

GENERAL FUND		
MISCELLANEOUS	2019 IN CITY FEES	2019 OUT OF CITY FEES
Application Fee - Fee Waiver	5.00	na*
Return Check Fee	20.00	na

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

NON-REVERTING FUND		
MISCELLANEOUS	2019 IN CITY FEES	2019 OUT OF CITY FEES
Health/Wellness services	5.00 - 60.00	na
Late registration fees		
Programs with fees \$50.00 or less	5.00	na
Programs with fees \$50.01 - \$149.99	10.00	na
Programs with fees \$150.00 or more	25.00	na
Transaction fees		
Admission/Entry fees	.10 - .50	na
Registration/Player fees	1.00 - 2.00	na
Membership/Team fees	na	na
Program fees		
Programs under \$10.00	0.50	na
Programs over \$10.00	1.00	na
Fitness in the Park Permit	10.00/hr	na
Permit Processing fees		
Category A*	0.00	na
Category B**	10.00	na
Category C***	15.00	na
Category D****	30.00	na
Category E*****	150.00	na
Application Fees	25.00	na
Vending Fees	\$25 non-profit \$35 profit	na
Alcohol Permit Fee (Approval required)	\$200 or 10% gross whichever is higher	na
Damage Deposit (refundable)	75.00	na
Return Check Fee	20.00	na

\* Category A - Parks department/City departments/MCCSC

\*\* Category B - Not-for-Profit groups/department affiliates

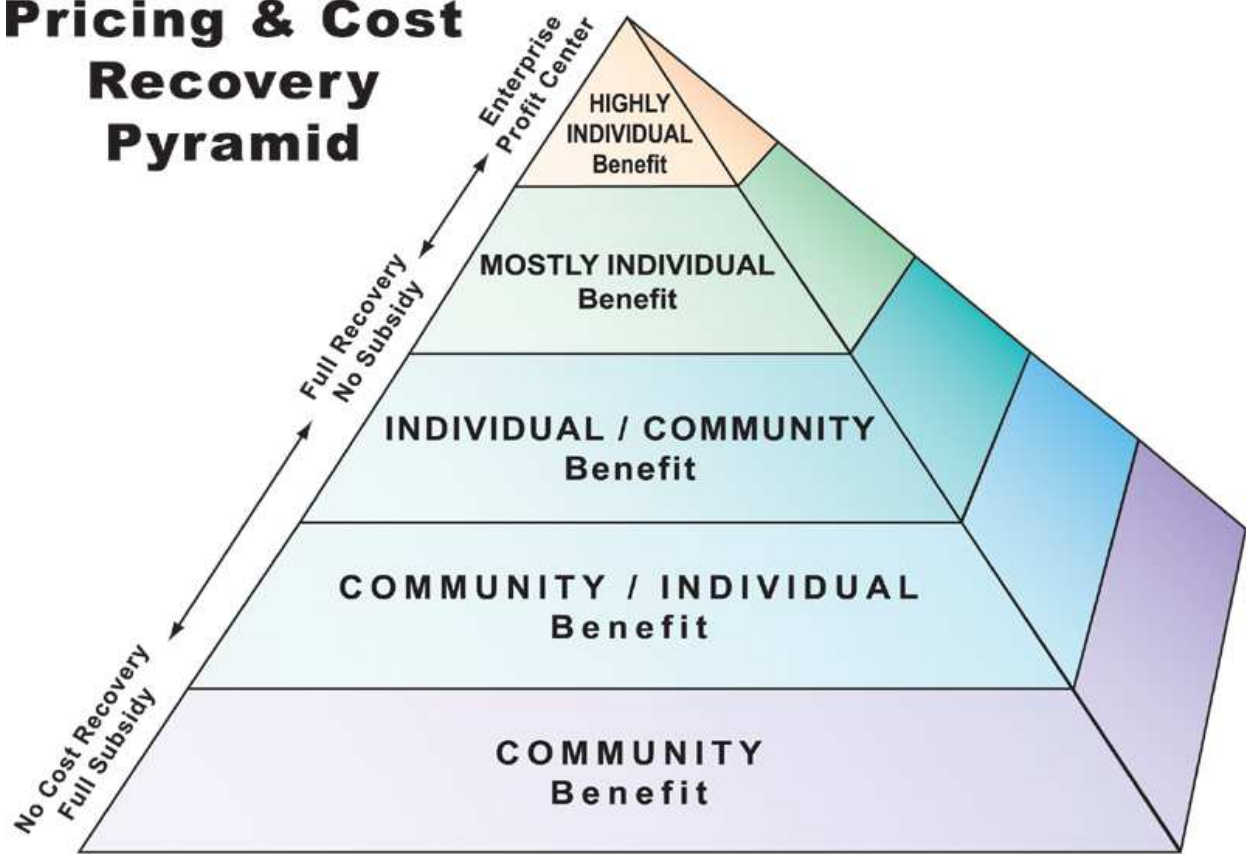
\*\*\*Category C - Private use - City residents

\*\*\*\*Category D - Private use - Out-of-City residents

\*\*\*\*\*Category E - Special Event - for large-scale special events, department staff will determine which events fall under this category, based on size, scope and nature of event.

A fee will be negotiated to any fund-raising or profit making venture based on type, price and volume of product being sold, with final approval by the department Administrator.

# Pricing & Cost Recovery Pyramid



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**CITY OF BLOOMINGTON**  
**parks and recreation**

## **STAFF REPORT**

Agenda Item: D-2  
Date: 10/18/2018

Administrator  
Review\Approval  
PM

**TO:** Board of Park Commissioners  
**FROM:** Erik Pearson- Program/Facility Coordinator-Banneker Community Center  
**DATE:** October 23rd, 2018  
**SUBJECT:** **Report on Banneker Camp/Teen Camp-Summer Food Service Program 2018**

### **Background**

The Banneker Camp-Summer Food Service Program concluded its 16<sup>th</sup> year of operations on July 27<sup>th</sup>. The program is centered on the Summer Food Service Program through the Department of Education who reimburse organizations who provide nutritious meals to low-income families when school is not in session. Banneker Camp provides programming for 65+ K-6<sup>th</sup> grade participants in a day camp setting during June and July. This report will provide an update on the current standing of the program with data relevant to attendance and food service. This presentation will also provide information on the related Teen Camp which serves dinner to 10+ participants per day in June and July and also includes activities and life skills development.

**RESPECTFULLY SUBMITTED,**

Erik Pearson  
Program/Facility Coordinator-Banneker Community Center