



**CITY OF BLOOMINGTON
parks and recreation**

AGENDA

City of Bloomington Board of Park Commissioners
Regular Meeting: Tuesday, November 27, 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 October 23, 2018 and November 8, 2018
- A-2. Approval of Claims Submitted October 24, 2018 – November 26, 2018
- A-3. Approval of Non-Reverting Budget Amendments
- A-4. Review of Business Report
- A-5. Declaration of Surplus

B. PUBLIC HEARINGS/APPEARANCES

- B-1. Public Comment Period -
- B-2. Bravo Award - Shani Middleton-Ayers and Shelby Thomaston (Sarah Owen)
- B-3. Parks Partner Award -
- B-4. Staff Introductions -

C. OTHER BUSINESS

- C-1. Review/Approval of donor naming request from Bloomington Parks Foundation (Paula McDevitt)
- C-2. Review/Approval of Electric Scooter Interim Operating Agreements – Bird and Lime (Mike Rouker)
- C-3. Review/Approval of 2019 Non Reverting Budget (Paula McDevitt)
- C-4. Review/Approval of service agreement with iShine Cleaning (Erik Pearson)
- C-5. Review/Approval of service agreement with Plymate, Inc. (Erik Pearson)
- C-6. Review/Approval of service agreement with Koorsen Fire and Security (Erik Pearson)
- C-7. Review/Approval of contract addendum with Green Dragon Lawn Care (Primary Sites) (Joanna Sparks)
- C-8. Review/Approval of contract addendum with Green Dragon (Secondary Sites) (Joanna Sparks)
- C-9. Review/Approval of contract with EcoLogic (Joanna Sparks)
- C-10. Review/Approval of contract addendum with Woods Electric (Barb Dunbar)
- C-11. Review/Approval of 2019 Event Permit Application Changes (Crystal Ritter)
- C-12. Review/Approval of contract with Fox Construction for Bryan Pool and Mills Pool improvements (John Turnbull)
- C-13. Review/Approval of contract with Schmidt Associates, Inc. for HVAC design at TLRC (John Turnbull)
- C-14. Review/Approval of contract addendum with Freije RCS Engineered Solutions (John Turnbull)
- C-15. Review/Approval of policy change Cascades Golf Course Advisory Council Guidelines (John Turnbull)
- C-16. Review/Approval of contract with Bluestone Tree for winter tree removals (Lee Huss)
- C-17. Review/Approval of CBU utility easements for Switchyard Park (Dave Williams)
- C-18. Review/Approval of contract with Monroe Owen Appraisal for property appraisal (Dave Williams)
- C-19. Review/Approval of land donation adjacent to Griffy Lake Nature Preserve (Steve Cotter)
- C-20. Review/Approval of 2019 Price Schedule (Division Directors)

D. REPORTS

- D-1. Operations Division - No report
- D-2. Recreation Division - Kid City Annual Report (Amy Shrake)
- D-3. Sports Division - No report
- D-4. Administration Division - No report

ADJOURNMENT



Board of Park Commissioners
Regular Meeting
Minutes

Tuesday, October 23, 2018
4:01 p.m. – 5:42 p.m.

Council Chambers
401 N. Morton St.

CALL TO ORDER

The meeting was called to order by Kathleen Mills at 4:01 p.m.

Board Present: Kathleen Mills, Les Coyne, Joseph Hoffman, and Darcie Fawcett

Staff Present: Paula McDevitt, Dave Williams, Becky Higgins, John Turnbull, Julie Ramey, Kim Clapp, Mark Marotz, Leslie Brinson, Sarah Owen, Erik Pearson, and Hannah Buddin

A. CONSENT CALENDAR

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

The Board acknowledge the Bloomington Parks and Recreation Department for winning the National Gold Medal Award for excellence in parks. The Department received the award during the national conference in Indianapolis. It is very exciting and well deserved. The Board requested Ms. McDevitt explain the award process.

Paula McDevitt, Administrator responded, this is a national award, made up of four categories that are defined by population. Annually, one department from each class is named a winner. The Bloomington Parks and Recreation Department falls into category three, a division with a population of 75,000 to 150,000.

The Department first won the Gold Medal award in 2007, after being named a finalist for 7 consecutive years. Once a department wins the award, there is a five year period they become ineligible. The Department's next application, submitted in 2017, was not selected as a finalist. In 2018, the department once again applied, and were chosen as a finalist in April. The next task of the process, was to compile all application information and create a five minute Gold Medal video. With the help of the individuals in the community, Julie Ramey, Community Relations Manager was able to organize, create, and submit the required video. We were proud to be named a finalist, and are extremely honored to once again be named the category three Gold Medal Award winner.

Joe Hoffmann made a motion to approve the Consent Calendar. *Darcie Fawcett* seconded the motion. *Kathleen Mills* any public questions or comments, seeing none. Motion unanimously carried.

B. PUBLIC HEARINGS/APPEARANCES

B-1. Public Comment Period –

Sarah Kopper approached the podium. I am a resident here in Bloomington and the parent of two kids, ages six and four. I am here to discuss the proposed 2019 pool fees. I have been concerned in past years. In 2016, the cheapest option was to purchase a fifty punch economy pass for \$100, in 2017 it increased to \$150, in 2018 it increased to \$200 and the proposal for 2019 is to increase to \$225. I feel this is an expedient increase and decreases the affordability for a lot of families. Being able to buy in at \$100 is one thing, but having to put up \$225 to get that lower rate is a different thing. I am aware the slides are now included, which could be part of the increase between the \$150 and \$225. Even discounting that, it has grown a lot.

I think our community pools should be a resource for all citizens. There used to be free days at both the Bryan Park and Mills pools from 4:00 pm on, on the days above 90 degrees. This is no longer available at the Bryan Pool, which borders the Templeton School district. Which is a title once school, where 75 percent of the kids are on the free or reduced lunch program. So I think the idea of thinking we should only be focusing on the Mills Pool is misguided. There is an option for financial assistance, but that requires an application, including an application fee, and getting a document notarized. I'm not sure how well publicized this is, and how many families are aware this is an option for them. When you walk into the pool you see the prices on the sign, but it doesn't say to ask if you need financial assistance. I think many families don't even know that is a choice for them.

I think this is both a social justice issue and a public health issue, in the way that for example that Frank Southern Ice Arena is not, because it is available during the summer hours when the kids are not in school and due to the heat. Which I think that is why you use to partner with IU Health, to offer those free hours for kids and their families. I think the current pricing is pricing out the middle income families. I know a lot of families when I suggest let's go to the pool, they say let's go to the Lions Den or the meet at the park instead. Because if you aren't able to buy the economy pass, it cost a family of four \$24.00. Which is a lot for families to pay for just a couple hours of fun.

I didn't come here today to criticize the Parks Department. I love so many of the things the Parks Department does. There isn't a day that goes by that I don't use the facilities available through the Parks Department. I'm here because I think we can brainstorm storm better ideas of how we can make it affordable to all. I think there are creative solutions out there. Some ideas I have, and I'm sure the Board and the staff can come up with many, many more, by looking at what other cities who have made this a priority and making accessibility to all a priority. I think one thing is having a summer pass that families could buy. That would eliminated the need for families who are on assistance to come in. It's a tiered system where some people are paying, and some people are on a list that they are able to get in. Where if you have a summer pass no one would know whether you were on assistance or whether you had paid for a membership. I would also guess, that many families would purchase such a membership and not use it as much as they thought, increasing the revenue for the Department. The IU pool for example offers to the public, non IU affiliated, a pass for \$288 for the entire summer.

I would guess the reasoning behind including the slides in the current pricing structure was to streamline operations, which I think is a worthy goal. It took away an option for families to make their visit more affordable, by not purchasing slides if that wasn't something they wanted. I think we should consider reinstating that difference, so that people can add on if they want to, but they can still get into the basic pool for a lower rate. I think some other ideas would be to have free days twice a month. The way that children museums often have a free day. There is also an equity in that, that there is not a tiered system, everybody is getting in for that same price. I think that's also what the free days do on the hot days, everyone is walking in and no one knows who is on assistance and who is not. I'm sure there are many other great ideas out there, and I hope you will consider exploring some of those before approving another increase, that is just one in a series.

As a community I would hope that our values are trying to make the facilities accessible to as many people as possible. All of our tax dollars are going to support these pools. Right now only some people are able to access them, and I think that disparity has been growing over the past few years. In a community where we are spending \$30,000,000 on Switchyard Park, it's hard for me to understand why we aren't able to maintain a level of affordability in the facilities that we already have. I really appreciate you taking the time to hear what I'm saying. I hope that you will discuss this and think about ways to make this more affordable, and not just rubber stamp the pricing that has been proposed.

The Board thanked Sarah Kooper for her comments and ideas. The Board offered an additional idea of unused punches be donated for next year usage.

B-2. Bravo Award – None

B-3. Parks Partner Award – Rundell Ernstberger Associates

Sarah Owens, Community Relations Coordinator, the Department would like to recognize the firm of Rundell Ernstberger Associates (REA) as the recipient of the Parks Partner Award. The firm has a long history of substantial contributions to the Bloomington Parks and Recreation Department. They have been an integral part of many park and trail designs, including the largest park development project in our City’s history, the Switchyard Park. The Department is incredibly grateful to REA for their exceptional work and their support of Parks programs.

Kevin Osburn, Principal, PLA, ASLA Rundell Ernstberger Associates approached the podium. We want to thank you, we are truly honored to be named a Parks Partner. What we have realized is, great projects are made by great clients, and the Bloomington Parks Department has been a great client over the years. We are really excited about all of the work we have done together over the years.

B-4. Staff Introduction – None

C. OTHER BUSINESS

C-1. Review/Approval of Declaratory Resolutions 18-02, 18-03, and 18-04 for Bicentennial Trees & Trails Bond

Paula McDevitt, Administrator, staff recommends the approval of resolutions 18-02, 18-03, and 18-04 for the issuance of Parks Districts Bonds for Bicentennial Trees & Trails projects. These bonds are being issued as Property Tax bonds for the approximate amounts of \$3.5 million, \$3.9 million, and \$3.0 million, revenues from property taxes will be used to repay the bonds. Funds from these bonds will be used for seven large capital improvements projects that cannot be otherwise funded. The capital improvement list includes: 7th St. Greenway, Griffy Lake Loop Trail, Cascades Trail, RCA/Power Line Trail, 4 – 6 City entryways and tree groves, 1,400 street trees replaced, and 3 blocks of alley enhancements/rebuilds. These projects are to honor Bloomington’s past and future.

Beth Rosenbarger, Planning Services Manager, Planning Department approached the podium.

Bond Resolution 18-02 includes design of a 2-way protected bicycle lane on 7th Street (B-Line to Woodlawn Ave), designed to increase safety and comfort for all roadway users. Design will include separation for bus stops and street design improvements for bus traffic.

The design of a 0.60 mile Neighborhood Greenway on 7th Street (Union Ave. to the Bypass) designed to calm traffic and prioritize walking and bicycling.

Dave Williams, Operations Director Parks Department approached the podium.

Bond Resolution 18-02 includes construction of RCA/Powerline Trail length 1.5 miles and estimated cost \$1.4 million.

Bond Resolution 18-03 includes two trails, an 3.6 mile Griffy Lake Loop Hiking Trail, estimated cost \$1.25 million, and a 1.2 mile Lower Cascades Trail, estimated cost of \$2.1 million

Bond Resolution 18-04 includes entryway beautification and related improvement projects at 4 or more locations. Estimated cost of \$1.25 million. Street tree planting are also included in this bond at an estimated cost \$800,000.

Adam Wasson, Director Public Works Department approached the podium.

Bond Resolution 18-04 includes the Downtown Alley improvements project of a three block area. This project includes beautification, clean-up and lighting of the alleys, milling and paving for surface improvement, and activation of underused City assets by art installations, and the potential of creating some pedestrian only areas.

The Board inquired if the resolutions were written in a manner that would allow flexibility in the use of the bond proceeds. Can a portion of 8th Street be utilized in the Neighborhood Greenway project, allowing access to the underpass that goes under the bypass? This section of 8th Street is primarily used by bicycles to go under the bypass, which is preferred over 7th Street.

Jeff Underwood, City Controller approached the podium and responded. There is flexibility built into all three bond

resolutions which allows for necessary changes as needed. These are future projects, the designs of these projects have not been completed. The flexibility of these bonds allow for changes to adapt to the conditions of the projects, and for any unexpected road blocks. If a situation arises that prevents the completion of a project, funds may be used for a similar project.

If the Declaratory Resolutions are approved tonight, they will move onto the City Council for review and approval. The City Council meetings are scheduled for October 23, 2018 and October 31, 2018. If approved by City Council, the Board of Park Commissioners will be presented with Confirmatory Resolutions.

The Resolutions authorize the issuance of the debt. All contracts for design and construction will follow the normal process. This authorizes slightly more than \$10,000,000 in total proceeds, with the majority of the funds going towards the projects. Some funds will be used for bond council, financial advisors, rating agencies, and printing charges. The resolution also allows for a 10% contingency on the construction, there again giving flexibility on the projects. The resolutions allow for a maximum of 6% on the interest rate, and is a 20 year bond project repayment. The resolution allows for either competitively or to negotiate a deal to receive the best interest rate.

This is a property tax based bond, no parks fees need to be raised or to be utilized, or cash balances be used for the repayment of this bond. We anticipate the debit services being \$775,000 - \$800,000 per year, and will need a property tax rate of 3 cent per 100. A house with a net accessed value of \$100,000, would cost approximately \$30 per year for the bond repayment. If resolutions are approved, we will report back with details from the successful sale.

The Mayor has inquired to the possibility of being able to offer a portion of these bond sales directly to citizens of Bloomington and Monroe County. We are reaching out to the Neighborly Group that specializing in this process, allowing smaller bonds being made available to the public without the need a brokerage account.

Bruce Donaldson, Barnes and Thornton assisting with bond council approached the podium. There is an appropriation of the bond proceeds as a part of the bond resolution, which requires a Public Hearing. This meeting has been announced as the Public Hearing and will provide the public with the opportunity to comment before approval of the Resolutions.

Kathleen Mills inquired if there were any public comments or questions regarding on Resolution 18-02. Seeing none.

Joe Hoffman having completed our Public Hearing on the bond that is the subject of Resolution 18-02, I will now move for approval of Resolution 18-02. *Darcie Fawcett* seconded the motion. Motion was unanimously carried.

Joe Hoffman having completed our Public Hearing on the bond that is the subject of Resolution 18-03, I will now move for approval of Resolution 18-03. *Darcie Fawcett* seconded the motion. *Kathleen Mills* inquired if there were any public comments or questions regarding Resolution 18-03. Seeing none. Motion was unanimously carried.

Joe Hoffman having completed our Public Hearing on the bond that is the subject of Resolution 18-04, I will now move for approval of Resolution 18-04. *Darcie Fawcett* seconded the motion. *Kathleen Mills* inquired if there were any public comments or questions regarding Resolution 18-04. Seeing none. Motion was unanimously carried.

C-2 Review/Approval of Partnership Agreement with Bloomington Blades Youth Hockey Association

Dee Tuttle, Sports Facility/Program Manager the Department wishes to provide an opportunity for the Bloomington community to participate in a diverse competitive youth hockey program. This Agreement outlines a program partnership which will provide a hockey program designed to develop skills and provide competition, not otherwise available for the Bloomington community. Staff recommends the approval of this Partnership with Bloomington Blades Youth Hockey Association.

Joe Hoffmann made a motion to approve the partnership agreement with Bloomington Blades Youth Hockey Association. *Darcie Fawcett* seconded the motion. *Kathleen Mills* inquired if there were any public comment or questions. Seeing none. Motion unanimously carried.

C-3 Review/Approval of Partnership Agreement with Bloomington Blades High School Hockey Association

Dee Tuttle, Sports Facility/Program Manager the Department wishes to provide an opportunity for the Bloomington community to participate in a diverse competitive high school hockey program. This Agreement outlines a program partnership which will provide a hockey program designed to develop skills and provide competition, not otherwise available for the Bloomington community. Staff recommends the approval of this partnership with Bloomington Blades High School Hockey Association.

Allan Strieb, President Bloomington Blades High School Team approached the podium. It's been my privilege to be associated with the both the youth hockey, and now the high school hockey association. It's a great program, and like any high school sports provides positive after school activity. This year 28 community kids are participating, allowing us to run two teams. This has been the largest enrollment ever. It's been a great partnership this year, with Frank Southern staff allowing flexibility in the scheduling and many improvement made to the facility. In 2017, the team won the top academic award in the state and finished in the top ten of the state game record.

Joe Hoffmann made a motion to approve the Partnership Agreement with Bloomington Blades High School Hockey. *Darcie Fawcett* seconded the motion. *Kathleen Mills* inquired if there were any public comments or questions. Seeing none. Motion unanimously carried.

The Board thanked Alan Stribe.

C-4 Review/Approval of Partnership Agreement with Bloomington Figure Skating Club

Dee Tuttle, Sports Facility/Program Manager the Department wishes to provide an opportunity for the Bloomington community to participate in a diverse figure skating program. This Agreement outlines a program partnership which will provide an affordable and effective figure skating program, not otherwise available to the Bloomington community. The program will be designed to introduce beginner participants to the sport, as well as for skill advancement. Staff recommends the approval of this Agreement with Bloomington Figure Skating Club.

Stephanie Jaycob Co-President approached the podium. Currently we have 29 members on our team. We provide training and coaching through the ISI Skating System. It is entirely a volunteer ran program. We're a not-for-profit organization. We arrange the skating sessions, and connect skaters with their private coaches. We do pay BPRD for the ice time and have regular punch card sessions throughout the year. The Club helps BPRD with two annual programs, Skate and Scare and Skate with Santa. Our kids get out on the ice and help the little ones out. Our club is very grateful to BPRD for the donated ice time that we get for helping with those programs. We typically participate in multiple competitions during the season, and won third place at Owensboro, Kentucky. It's great to have this partnership with BPRD and Frank Southern Ice Arena.

Joe Hoffmann made a motion to approve the Partnership Agreement with Bloomington Figure Skating Club. *Darcie Fawcett* seconded the motion. *Kathleen Mills* inquired if there were any public comments or questions. Seeing none. Motion unanimously carried.

The Board thanked Stephanie Jaycob.

C-5 Review/Approval of Contract with Danielle Lucas

Julie Ramey, Community Relations Manager the Department wishes to advertise the Switchyard Park in the 2019 Bloomington Visitor's Guide. The Department is in need of a professional contractor to provide a graphic design for a full-page color ad for Switchyard Park, including conceptualization, sketching, digital drafts, revision, and final art.. Staff recommends the approval of this contract with Danielle Lucas, all fees and expenses shall not exceed \$375.00.

Joe Hoffmann made a motion to approve the contract with Danielle Lucas. *Darcie Fawcett* seconded the motion. *Kathleen Mills* inquired if there were any public comments or questions. Seeing none. Motion unanimously carried.

C-6 Review/Approval of Duke Energy #4 Easement for Switchyard Park

Dave Williams, Operations Director, the Department wishes to have the overhead electric lines buried at Switchyard Park. Staff recommends the Board grant Duke Energy a 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 #5-01-53-226-500.000-009 and Pt. Parcel #53-08-09-300-036.000-009.

Joe Hoffmann made a motion to approve the # 4 Easement with Duke Energy for Switchyard Park. *Darcie Fawcett* seconded the motion. *Kathleen Mills* inquired if there were any public comments or questions. Seeing none. Motion unanimously carried.

C-7 Review/Approval of Contract with Mominee Tree

Dave Williams, Operations Director, the Department wishes to prune trees at three locations. The Department is in need of a professional consultant in order to remove dead & broken branches on trees in Park Ridge Park, to limb up and remove dead branches on (28) pin oak trees along East Hickory Stick Drive, limb up and remove deadwood on (46) pin oak trees along West Sudbury Drive, and to remove all debris from operations. Staff recommends the approval of this contract for \$7,600 with Mominee Tree.

Joe Hoffmann made a motion to approve the Contract with Mominee Tree. *Darcie Fawcett* seconded the motion. *Kathleen Mills* inquired if there were any public questions or comments. Seeing none. Motion unanimously carried.

C-8 Review/Approval of Addendum with Bluestone, LLC for Tree Removal, May 22, 2018 Contract

Dave Williams, Operations Director, on May 22, 2018 the Department entered into a contract with Bluestone Tree, LLC to remove several hazardous and dead trees. Additional time is required to complete the Scope of Services agreed upon. Staff recommends approval of this Addendum to extend the completion date. Both parties agree to the following change, 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." All other terms of the agreement remain intact.

Joe Hoffmann made a motion to approve the addendum with Bluestone, LLC for the May 22, 2018 contract. *Darcie Fawcett* seconded the motion. *Kathleen Mills* inquired if there were any public comments or questions. Seeing none. Motion unanimously carried.

C-9 Review/Approval of Two Addendums with Bluestone, LLC for Tree Removal

Dave Williams, Operations Director, on June 26, 2018 the Department entered into a contract with Bluestone Tree, LLC to remove several hazardous and dead trees. Additional time is required to complete the Scope of Services agreed upon. Staff recommends the approval of this Addendum, to extend the date of completion. Both parties agree to the following change, 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." All other terms of the agreement remain intact. Staff recommends the approval of this contract.

Joe Hoffmann made a motion to approve the addendum with Bluestone, LLC for the June 26, 2018 contract. *Darcie Fawcett* seconded the motion. *Kathleen Mills* inquired if there were any public comments or questions. Seeing none. Motion unanimously carried.

C-10 Review/Approval of Contract Addendum with Designscape

Dave Williams, Operations Director, on April 10, 2018 the Department entered into a contract with Designscape Horticultural Services Inc. to plant, transplant, and perform air spade tree work on several trees in various locations. Additional time is required to complete the Scope of Services agreed upon. Staff recommends approval of this Addendum, to extend the completion date. Both parties agree to the following change, 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." All other terms of the Agreement remain intact.

Joe Hoffmann made a motion to approve the contract addendum with Designscape. *Darcie Fawcett* seconded the motion. *Kathleen Mills* inquired if there were any public questions or comments. Seeing none. Motion unanimously carried.

C-11 Review/Approval of Contract Addendum with Lentz Paving

John Turnbull, Sports Director, on August 21, 2018 the Department entered into a contract with Lentz Paving to repair and resurface multiple courts. The Department wishes to add a hitting tennis wall surface at Sherwood Oaks Park to this project. Both parties agree to the following changes: Scope of Work to amend the Agreement to reflect the addition of the hitting tennis wall surface to the Scope of Work (“Services”). Compensation to amend the Agreement to reflect the additional compensation of not to exceed \$7,600. Staff recommends the approval of this Addendum. All other terms of the Agreement remain intact.

The Board inquired if this work was already completed.

John Turnbull responded, yes it has been completed. This item was missed on the initial quote, and there was miscommunication with the vendor in regards to the Addendum process. The vendor completed the task before we were able to present this request to the Board.

Joe Hoffmann made a motion to approve the contract addendum with Lentz Paving. *Darcie Fawcett* seconded the motion. *Kathleen Mills* inquired if there were any public comments or questions. Seeing none. Motion unanimously carried.

C-12 Review of 2019 Price Schedule

Dave Williams, Operations Director approached the podium and presented 2019 price changes for the Operations Division.

Natural Resources

Changes include:

Under Educational Program

- Increase private groups from \$22/hr. to \$25/hr.

Operations Services – Shelter Rentals

Changes include:

Under Shelter Rental

- Increase all shelter rentals \$3.00 from a range of \$50 - \$88 to a range of \$53 - \$91

John Turnbull, Sports Division Director approached the podium and presented 2019 price changes for the Sports Division.

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

John Turnbull explained the pool pricing. Staff uses the price pyramid to assist with determining pricing. Individual activities or lessons, a full price recovery or small profit margin is expected. A community benefit, such as the pools, is a lower level on the price pyramid, meaning breaking even or making money is never expected. The only expectation is to recover a portion of the cost, Bryan Pool is 75% and Mills Pool 20%. There is quite a subsidy at both locations. Staff conducts bench mark studies on recreation experiences. Children or general recreation activities is generally \$5.00 - \$7.00 per experience. Community based event, such as concerts, usually have no admission fee. Competition recreation would generally be \$10.00 - \$12.00 experience. Ice rinks are much more expensive due to the high energy cost to the activity. A market study is then conducted to determine the fees of similar facilities in the area. Bloomington’s general admission of \$6.00 for pools, is in the same price range as other comparable facilities. A study has been completed on the duration of the average pool visit, which is 2.25 hours to 2.50 hours. The average visit is now at an experience of less than \$3.00 per hour. If a 50 punch pass is purchased, you are now at about \$2.25 per hour experience. A 25 punch pass is less \$2.40 per hour experience. The lowest 10 punch pass is under \$2.50 per hour experience. This shows how much thought and science goes into the pricing level. The separate fee for the slides was unpopular with parents and created a higher expense. Historically a season pass was available with unlimited entry. This created a lot of issues, passes were passed around from person to

person, the pools didn't have a system to monitor the passes, and the passes deteriorated quickly. Due to the environment the pools use an archaic point of sale system. The pools don't have access to the internet, so they are not equipped to use a sophisticated seasonal pass system. The pools are dictated by the school calendar to have a shorter and shorter season. Which makes the cost benefit of putting in infrastructure to monitor a season pass system cost prohibited. Our revenue has decreased approximately 30%. There are some potentially creative ideas to address. Staff puts in many hours calculating price levels.

The Board commented the explanation is appreciated, and understands pools are an expensive facilities to run, and revenue can depend on the weather. The fees for slides being included in the basic entry fee, has created an issue. It would be nice if more could be done. The Board trust your numbers, but encourage staff to look at more creative ways to keep pool fees down.

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

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

Franks 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

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.

Twin Lakes Recreation Center – Facility Rental, Facility Services, Concessions

Changes include:

Under Concession Services

- Increased maximum fee from \$25 to \$30

Rebecca Higgins, Recreations Director approached the podium and presented 2019 price changes for the Recreation Division.

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

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 4th to 5th 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

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

D REPORTS

D-1. Operations Division – None

D-2 Receptions Division – Banneker community Center 2018 Summer Program Report

Erik Pearson approached the podium

- The Summer Food Service Program (SFSP) has been offered at Banneker for 16 years.
- SFSP is a Department of Education Program provides nutritious meals when the National School Lunch program is not in service.
- The Indiana Department of Education reimburses organizations that prepare and serve meals to eligible children.
- Banneker serves meals on-site, and provides daily programming for 80+ K-6th grade participants
- Registration is \$2 per day
- Of the 150 participants, 89% qualify for free/reduced lunch within Monroe County Community School Cooperation (MCCSC).
- Goals of the program are to provide safety of each participant, provide a fun, recreational environment, and provide opportunities for skill acquisition/academic retention.
- Banneker partnered with eight different community organizations/clubs
- Provided field trips to fourteen different locations.
- Banneker Camp Attendants totaled 2,474.
- June camp’s attendance average was 68

- July camp's attendance averaged 66
- 14 different schools were represented.
- Total of 4287 meals were served.
- Meal reimbursement totaled \$14,823.87
- Served more children from the eastside of Bloomington
- Banneker Teen Camp had a total of 392 participants, averaged 10 participants per day, and served 388 meals.

D-3 Sports Division – None

D-4 Administration Division –

September Video Digest was presented by Hannah Buddin, Program Specialist.

ADJOURNMENT

Meeting adjourned at 5:42 p.m.

Respectfully Submitted,



Kim Clapp, Secretary Board of Park Commissioners



Board of Park Commissioners
Regular Meeting
Minutes

Thursday, November 8, 2018
4:02 p.m. – 5:00 p.m.

Park and Recreation
401 N. Morton St.

CALL TO ORDER

The meeting was called to order by Kathleen Mills at 4:01 p.m.

Board Present: Kathleen Mills, Les Coyne, Joseph Hoffman, and Darcie Fawcett

Staff Present: Paula McDevitt, Dave Williams, Becky Higgins, Julie Ramey, and Kim Clapp

A. CONSENT CALENDAR - None

B. PUBLIC HEARINGS/APPEARANCES

B-1. Public Comment Period – None

B-2. Public Hearing – Resolutions 18-05 through 18-07: Confirming Declaratory Resolutions Approving Projects of the Park District of the City of Bloomington, Indiana.

Paula McDevitt, Administrator at the October 23rd meeting, Resolutions 18-02, 18-03, and 18-04 for the issuance of Parks Districts Bonds for Bicentennial Trees & Trails projects were approved by the Board. The City Council gave their final approval of these Bonds at their October 31st meeting. Tonight's Public Hearing for Resolutions 18-05 through 18-07 Titled: Confirming 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 an don account of the issuance of the 2018A bonds, 2018B Bonds and 2018C Bonds will be the final step in the bond approval process

C. OTHER BUSINESS

C-1. Review/Approval of Confirming Declaratory Resolutions 18-05, 18-06, and 18-07 for Bicentennial Trees & Trails Bond

Adam Wasson, Director of Public Works Department approached the podium.

Bond Resolution 18-05 includes design of a 2-way protected bicycle lane on 7th Street (B-Line to Woodlawn Ave), designed to increase safety and comfort for all roadway users. Design will include separation for bus stops and street design improvements for bus traffic.

The design of a 0.60 mile Neighborhood Greenway on 7th Street (Union Ave. to the Bypass) designed to calm traffic and prioritize walking and bicycling.

The Board inquired if parking spaces are lost, will the residents have another area to park.

Adam Wasson responded, the area that is being removed is meter parking. Most residents have available off street parking areas.

The Board inquired if the resolutions were written in a manner that would allow flexibility in the use of the bond proceeds. Can a portion of 8th Street be utilized in the Neighborhood Greenway project, allowing access to the underpass that goes under the bypass? This section of 8th Street is primarily used by bicycles to go under the bypass, which is preferred over 7th Street. The other issue is, Hillsdale is a thoroughfare that has a light at 3rd Street and is a high traffic area.

Adam Wasson responded, there are a lot of options and we will work with the Bike Pedestrian Team to determine the best design for this project.

Dave Williams, Operations Director Parks Department approached the podium.

Bond Resolution 18-05 includes construction of RCA/Powerline Trail length 1.5 miles and estimated cost \$1.4 million.

Joe Hoffman having completed our Public Hearing on the bond that is the subject of Confirmatory Resolution 18-05, I will now move for approval of Confirmatory Resolution 18-05. Les Coyne seconded the motion. Kathleen Mills are there any public comments or questions regarding Resolution 18-05. Seeing none. Motion was unanimously carried.

Dave Williams, Operation Director

Bond Resolution 18-06 includes two trails, an 3.6 mile Griffy Lake Loop Hiking Trail, estimated cost \$1.25 million, and a 1.2 mile Lower Cascades Trail, estimated cost of \$2.1 million

The Board inquired, if the Griffy Lake Loop Trail is intended to be an unpaved trail. Would this loop trail be linked with the Lower Cascade Trail that goes towards Ferguson Dog Park?

Dave Williams responded it will not be a paved trail and will be what is considered a trail running trail. A Public Works project was completed in the Ferguson Dog Park area, and can be used as a link.

Joe Hoffman having completed our Public Hearing on the bond that is the subject of Confirmatory Resolution 18-06, I will now move for approval of Confirmatory Resolution 18-06. Les Coyne seconded the motion. Kathleen Mills are there any public comments or questions regarding Resolution 18-06. Seeing none. Motion was unanimously carried.

Dave Williams, Operations Director

Bond Resolution 18-07 includes entryway beautification and related improvement projects at 4 or more locations. Estimated cost of \$1.25 million. Street tree planting are also included in this bond at an estimated cost \$800,000.

Adam Wasson, Director Public Works Department approached the podium.

Bond Resolution 18-07 includes the Downtown Alley improvements project of a three block area. This project includes beautification, clean-up and lighting of the alleys, milling and paving for surface improvement, and activation of underused City assets by art installations, and the potential of creating some pedestrian only areas.

Jeff Underwood, City Controller approached the podium there have been six public opportunities for the public to have weighed in on these bonds. Two with the budget and four with the bond process. This is a property tax base bond. A property tax rate was included in the budget submitted to the permanent local government finance that will repay these bonds. The next step will be to market these bonds with Underwriters, and to select the best and most appropriate one to provide the best deal and lowest interest rate. In addition, we are working to develop a program that will allow the public to have access to these bonds in increments of \$1,000.

Bloomington is in a good position for these bonds. Bloomington's debt load per capita, is under \$1,000 and one of the lowest in the state. All interest rates are fixed, there are no variable rate bonds. Bloomington is compared to 21 of the largest communities in Indiana, and ranks 20th with the lowest tax rate. Bloomington is a very low tax community and a very low debt community, giving the ability to sell the bonds and receive high ratings from the rating agencies.

Joe Hoffman having completed our Public Hearing on the bond that is the subject of Confirmatory Resolution 18-07, I will now move for approval of Confirmatory Resolution 18-07. *Les Coyne* seconded the motion. *Kathleen Mills* are there any public comments or questions regarding Confirmatory Resolution 18-07. Seeing none. Motion was unanimously carried.

C-2 Review/Approval of Contract for Bicentennial Veterans Day 5K

Becky Higgins, Recreation Director the Department wishes to be prepared for any injuries or health conditions that may occur at the Bicentennial Veterans Day 5K Run/Ruck. The Department requires the services of a professional consultant to provide three teams of personnel, to include six EMT's and three First-Aiders, along with necessary gear and supplies to provide Emergency Medical Services for the duration of the event. Staff recommends the approval of this contract with IU Intercollegiate Emergency Medical Services, in an amount not to exceed \$200.

Joe Hoffmann made a motion to approve the contract with IU Intercollegiate Emergency Medical Services. *Les Coyne* seconded the motion. *Kathleen Mills* any public comment or questions. Seeing none. Motion unanimously carried.

Ms. Paula McDevitt, Administrator Friday, November 16th is the Board and Commission Recognition Thank You from the City Event. The event will be located at the Mill and will be from 5:30 pm to 7:00 pm. The next Board of Park Commissioners meeting will be held on Tuesday, November 27th and will be located in Council Chambers. The Board packet will be distributed Friday, November 16th.

D REPORTS - None

ADJOURNMENT

Meeting adjourned at 4:51 p.m.

Respectfully Submitted,



Kim Clapp, Secretary Board of Park Commissioners

REVENUES AND EXPENSES: COMPARISON REPORT								
Expenses	2017	2017	2017	2017	2018	2018	2018	
October-18	Total	Actual	Expenses	% of Expenses	Total	Expenses	% of Expenses	
	Expense	Expenses	as of	Spent	Expense	as of	Spent	%
	Budget	for Year	October	to date	Budget	October	to date	change
General Fund								
Administration	750,594	739,993	674,383	91.13%	621,831	578,791	93.08%	-14.17%
Health & Wellness	105,197	97,753	86,718	88.71%	105,923	92,175	81.87%	6.29%
Community Relations	423,303	378,011	325,646	86.15%	416,453	341,843	78.20%	4.97%
Aquatics	330,688	297,537	279,761	94.03%	328,839	275,858	83.89%	-1.40%
Frank Southern Center	341,117	338,165	258,378	76.41%	359,800	270,209	75.10%	4.58%
Golf Services	885,638	864,187	782,302	90.52%	935,271	855,406	91.46%	9.34%
Natural Resources	370,961	320,835	282,065	87.92%	392,366	320,294	81.63%	13.55%
Youth Programs	59,844	55,165	47,415	85.95%	60,195	51,990	86.37%	9.65%
TLRC	282,216	280,198	245,573	87.64%	284,750	248,427	87.24%	1.16%
Community Events	384,284	347,783	299,908	86.23%	414,238	351,823	84.93%	17.31%
Adult Sports	288,431	266,304	232,656	87.36%	323,760	247,245	76.37%	6.27%
Youth Sports	267,398	267,488	244,883	91.55%	271,744	272,448	100.26%	11.26%
BBCC	304,977	275,756	250,566	90.86%	289,803	281,006	96.96%	12.15%
Inclusive Recreation	72,632	73,771	65,525	88.82%	78,403	69,941	89.21%	6.74%
Operations	1,546,438	1,434,103	1,220,470	85.10%	1,890,127	1,385,075	73.28%	13.49%
Landscaping	283,362	227,841	195,248	85.70%	311,041	234,976	75.55%	20.35%
Cemeteries	173,285	162,628	140,956	86.67%	182,605	155,664	85.25%	10.43%
Urban Forestry	400,381	386,720	333,107	86.14%	585,324	351,825	60.11%	5.62%
General Fund total:	7,270,746	6,814,238	5,965,559	87.55%	7,852,474	6,384,996	81.31%	7.03%
Non-Reverting Fund								
Administration	27,640	3,328	2,592	77.89%	14,650	6,802	46.43%	162.39%
Health & Wellness	1,914	1,172	946	80.73%	1,240	144	11.63%	-84.76%
Community Relations	4,650	1,465	465	31.74%	4,650	2,739	58.90%	0.00%
Aquatics	64,433	38,939	38,031	97.67%	69,543	68,660	98.73%	80.53%
Frank Southern Center	94,423	77,769	48,441	62.29%	97,498	56,258	57.70%	16.14%
Golf Services	126,105	98,300	94,018	95.64%	133,709	90,845	67.94%	-3.38%
Natural Resources	50,992	23,820	22,684	95.23%	53,485	58,638	109.63%	0.00%
Youth Programs	178,521	198,464	183,678	92.55%	209,805	209,905	100.05%	14.28%
*TLRC - day to day	970,663	835,622	652,168	78.05%	470,943	354,313	75.23%	-45.67%
Community Events	190,881	166,067	145,330	87.51%	181,069	145,217	80.20%	-0.08%
Adult Sports	230,225	164,008	157,393	95.97%	199,830	151,287	75.71%	-3.88%
Youth Sports	26,845	19,068	18,057	94.69%	18,754	8,350	44.53%	-53.76%
BBCC	25,403	44,054	37,896	86.02%	15,892	14,979	94.25%	-60.47%
Inclusive Recreation	0	0	0	0.00%	0	0	0.00%	0.00%
Operations	19,195	56,104	56,045	99.90%	52,861	58,729	111.10%	4.79%
Dog Park	0	0	0	0.00%	0	0	0.00%	0.00%
Switchyard	14,800	32,436	26,348	81.23%	12,877	12,114	94.07%	0.00%
Landscaping (CCC Prop.)	0	0	1,246	0.00%	0	0	0.00%	0.00%
Cemeteries	0	0	0	0.00%	0	0	0.00%	0.00%
Urban Forestry	0	0	0	0.00%	4,750	5,700	119.99%	0.00%
N-R Fund subtotal:	2,026,690	1,760,617	1,485,340	84.36%	1,541,556	1,244,679	80.74%	-16.20%
TLRC - bond	539,104	539,104	538,635	99.91%	671,946	671,945	100.00%	0.00%
N-R Fund total:	2,565,794	2,299,721	2,023,975	88.01%	2,213,502	1,916,624	86.59%	-5.30%
Other Misc Funds								
MCCSC 21st Com Learn Cnt G	29,950	41,391	33,830		884	31,757		
Community Banneker Bus			0			45,000		
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	5,137	99.99%		4,795	0.00%	0.00%
Wapehani I-69 Mitigation		201,075	201,075	100.00%		0	0.00%	0.00%
Leonard Springs Nature		3,841	3,817	99.39%		6,037	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						7,341		
Goat Farm		1,777	1,777			0		
Giffy LARE		17,286	0			13,006		
Other Misc Funds total:	41,065	273,367	284,846	104.20%	12,450	129,419	1039.54%	0.00%
TOTAL ALL FUNDS	9,877,604	9,387,327	8,274,381	88.14%	10,078,425	8,431,039	83.65%	1.89%

REVENUES AND EXPENSES: COMPARISON REPORT								
Revenues October 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	October	to date	for year	October	to date	change
General Fund								
Taxes/Misc Revenue	6,030,050	6,065,105	6,030,050	99.42%	6,258,520	6,258,520	100.00%	3.79%
Administration	500	1,966	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	194,506	100.00%	168,000	201,570	119.98%	3.63%
Frank Southern	219,900	184,531	118,474	64.20%	224,900	135,721	60.35%	14.56%
Golf Services	568,500	542,711	530,158	97.69%	526,700	569,897	108.20%	7.50%
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	12,380	100.32%	10,700	12,190	113.93%	-1.53%
Adult Sports	78,000	63,772	63,772	100.00%	71,000	57,603	81.13%	-9.67%
Youth Sports	33,900	28,995	27,714	95.58%	32,000	25,934	81.04%	-6.42%
BBCC	12,000	12,223	7,423	60.73%	11,000	8,840	80.36%	19.08%
Operations	0	25	0	0.00%	0	1,365	0.00%	0.00%
Landscaping	0	0	25	0.00%	0	0	0.00%	0.00%
Cemeteries	39,700	26,833	23,458	87.42%	31,050	29,875	96.22%	27.36%
Urban Forestry		0	0	0.00%		0	0.00%	0.00%
G17011 Urban Forestry		12,000	12,000			30	0.00%	
Subtotal Program Rev	1,116,700	1,067,902	991,436	92.84%	1,075,850	1,043,839	97.02%	5.29%
General Fund Total	7,146,750	7,133,007	7,021,486	98.44%	7,334,370	7,302,359	99.56%	4.00%
Non-Reverting Fund								
Administration	40,650	36,327	25,880	71.24%	40,600	24,379	60.05%	-5.80%
Health & Wellness	3,550	3,124	2,979	95.35%	2,739	2,074	75.72%	-30.37%
Community Relations	4,650	3,000	3,000	100.00%	4,650	2,789	59.97%	-7.05%
Aquatics	126,373	113,789	112,710	99.05%	122,700	90,670	73.90%	-19.55%
Frank Southern	153,400	126,988	93,013	73.25%	151,900	89,075	58.64%	-4.23%
Golf Services	151,300	163,579	134,412	82.17%	158,500	129,927	81.97%	-3.34%
Natural Resources	58,525	70,821	70,009	98.85%	60,890	67,697	111.18%	-3.30%
Youth Programs	189,866	218,910	192,946	88.14%	215,060	229,071	106.51%	18.72%
*TLRC -Operational	782,329	750,934	608,843	81.08%	763,029	625,927	82.03%	2.81%
Community Events	191,760	214,892	188,088	87.53%	193,752	194,175	100.22%	3.24%
Adult Sports	216,500	147,655	142,210	96.31%	207,000	147,015	71.02%	3.38%
Youth Sports	25,000	25,624	24,790	96.74%	19,500	10,236	52.49%	-58.71%
BBCC	29,420	59,280	24,079	40.62%	5,150	28,335	550.19%	17.67%
Operations	51,640	57,121	54,041	94.61%	56,440	102,080	180.87%	88.89%
Dog Park	400	0	0	0.00%	400	0	0.00%	0.00%
Switchyard (CCC Propt)	82,800	73,736	67,164	91.09%	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	2,109	11.78%	9,300	16,454	176.92%	680.02%
N-R Fund subtotal:	2,117,463	2,083,690	1,746,273	83.81%	2,011,610	1,759,902	87.49%	0.78%
Other Misc Funds								
G14006 Out-of-School Prg		20	20			0		
G14007 MCCSC 21st Com	60,000	21,410	21,410		60,000	26,247		
G14009 Summer Food Grant	13,744	19,059	19,059		27,864	20,102		
Communit Banneker Bus						45,000		
Kaboom Play Everywhere						0		
Urban Forestry EAB		2,000	0			0		
Wapehani Mitigation I69		233,543	233,543			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	355			598		
G17007 - Goat Farm		0	2,000			0		
Banneker Nature Days		0	0			4,860		
Yth & Adolescent Phy Act						6,417		
Nature Days Star		4,340	4,340			4,967		
Other Misc Funds total:	0	300,258	300,168		87,864	134,156		
TOTAL ALL FUNDS	9,264,213	9,516,954	9,067,926	95.28%	9,433,844	9,196,417	97.48%	1.42%

	Non-Reverting Cash Balances	1	2	3	4	5	6	7
		Beginning	Revenue	Other	Expenses	Expenses	Current Year ONLY	Accumulated
		Balance	as of	Misc.	as of	from	Revenue	Balance
		1/1/2018	10/17/2018	revenue	10/17/2018	RESERVE *	Expense	
							Over/Under	
						see explanation below*	(does not include expenses taken from RESERVE)	THIS IS THE TOTAL ACCUMULATED AMOUNT
181000	Administration	200,804.78	24,388.77		4,209.19	0.00	20,179.58	220,984.36
181001	Health & Wellness	7,379.62	2,122.00		144.22	0.00	1,977.78	9,357.40
181100	Community Relations	34,889.04	2,788.53		2,738.62	0.00	49.91	34,938.95
182001	Aquatics	389,566.90	90,670.43		68,660.03	0.00	22,010.40	411,577.30
182500	Frank Southern Center	175,036.20	92,985.16		63,448.29	0.00	29,536.87	204,573.07
183500	Golf Course	208,121.70	130,083.83		92,255.87	0.00	37,827.96	245,949.66
184000	Natural Resources	248,977.29	67,678.95		58,838.62	0.00	8,840.33	257,817.62
184500	Allison Jukebox	170,562.07	226,218.70		210,760.39	0.00	15,458.31	186,020.38
*185000	TLRC	(878,837.80)	567,522.10		1,034,339.36	0.00	(466,817.26)	(1,345,655.06)
185009	TLRC Reserve	569,299.15	73,437.50		0.00	0.00	73,437.50	642,736.65
186500	Community Events	471,824.72	191,751.07		153,801.20	0.00	37,949.87	509,774.59
187001	Adult Sports	74,000.53	147,015.10		155,795.14	0.00	(8,780.04)	65,220.49
187202	Youth Sports	104,401.59	10,368.94		8,608.20	0.00	1,760.74	106,162.33
187209	Skate Park	543.88	0.00		0.00	0.00	0.00	543.88
187500	Benjamin Banneker Comm Center	56,647.65	28,334.65		16,435.02	0.00	11,899.63	68,547.28
189000	Operations	137,207.83	102,080.41		58,728.53	0.00	43,351.88	180,559.71
189005	Dog Park	5,993.79	0.00		0.00	0.00	0.00	5,993.79
**189006	Switchyard Property	230,940.52	0.00		14,706.52	0.00	(14,706.52)	216,234.00
189500	Landscaping	12,704.36	0.00		0.00	0.00	0.00	12,704.36
189501	Cemeteries	1,497.00	0.00		0.00	0.00	0.00	1,497.00
189503	Urban Forestry	7,093.63	16,453.68		5,699.75	0.00	10,753.93	17,847.56
10002.01	Change Fund	0.00	0.00		0.00	0.00	0.00	0.00
201-24105	Deposits	0.00	0.00		0.00	0.00	0.00	0.00
	TOTALS	2,228,654.45	1,773,899.82	0.00	1,949,168.95	0.00	(175,269.13)	2,053,385.32
								(175,269.13)
								INCREASE/DECREASE FOR THE CURRENT

* In 2017 \$298,280.63 of TLRC Expense is for Bloomington Park District Refunding Bonds

** Switchyard Park expenses are paid from 2014 through 2017 Switchyard revenue.



CITY OF BLOOMINGTON
parks and recreation

STAFF REPORT

Agenda Item: B-2
Date: 11/16/2018

Administrator
Review\Approval
PM

TO: Board of Park Commissioners
FROM: Sarah Owen—Community Relations Coordinator
DATE: November 27, 2018
SUBJECT: **BRAVO Award—Shani Middleton-Ayres and Shelby Thomaston**

Recommendation

The Bloomington Parks and Recreation Department would like to recognize Indiana University's R410 – Event Planning students Shani Middleton-Ayres and Shelby Thomaston for their exceptional work planning and organizing the 2018 Skate & Scare.

Background

The annual Skate & Scare was held October 20 at the Frank Southern Ice Arena. A record 255 people attended, and ice arena staff received a great deal of positive feedback from participants. Ms. Middleton-Ayres and Ms. Thomaston were instrumental in the planning of the event from beginning to end: They contributed to its design, decorations, volunteer coordination, and more, all as part of a service-learning partnership with Indiana University.

For the past several years, Parks and Recreation has partnered with the R410 Event Planning class through the School of Public Health. Each semester, we work with IU students who help plan and coordinate several community events, including Skate & Scare, the Bloomington Pumpkin Launch, and Banneker Carnival. Although we have worked with many students over the years, we wish to recognize Ms. Middleton-Ayres and Ms. Thomaston in particular because they together were able to execute this large community event largely on their own. Over the course of the fall semester, these two managed a workload that typically is shared among four or five people. According to Hsiung Marler, Facility Manager and the staff supervisor for Skate & Scare, “[Shani and Shelby’s] creativity and hard work really showed on the night of the event” and that “they were the main reason that this year’s Skate & Scare was the biggest and possibly the best ever.”

We are incredibly grateful to these two young women for their time and commitment to the 2018 Skate & Scare. On behalf of the Bloomington Parks and Recreation Department, we are delighted to recognize Ms. Middleton-Ayres and Ms. Thomaston as our November BRAVO Award recipients.

RESPECTFULLY SUBMITTED,

Sarah Owen, Community Relations Coordinator



CITY OF BLOOMINGTON
parks and recreation

STAFF REPORT

Agenda Item: C-1
Date: 11/15/2018

Administrator
Review\Approval
PM

TO: Board of Park Commissioners
FROM: Michael Rouker, City Attorney
DATE: November 27, 2018
SUBJECT: **ELECTRIC SCOOTER INTERIM OPERATING AGREEMENTS – BIRD AND LIME**

Recommendation: Do Pass.

Background

During September of this year, with little or no notice to the City, Bird and Lime scooter companies deployed hundreds of electric scooters in Bloomington. Since October, the City and the two scooter companies have been working to establish a framework for the continued operation of electric scooters in Bloomington. On November 14, the City and the companies agreed on the terms contained in the interim operating agreements that are now before this Board.

The agreements set forth:

- Rules governing the parking and operation of electric scooters within the City's right-of-way and parks
- Penalties that may be charged to the companies for violations of the agreement
- Requirements that scooter companies share certain ridership data with the City and conduct periodic public outreach programs in the community
- Fees that scooter companies will contribute toward the City's costs of maintaining scooter infrastructure and enforcing rules governing scooter use
 - Annual fee: Ten-thousand dollars (\$10,000) per year
 - Monthly fee: Ten cents (\$0.10) per ride, per month
- Minimum insurance requirements and risk transfer

Because the agreements allow scooters to be staged and operated in City parks, the Board of Park Commissioners must approve the agreement. The agreements are intended to serve as an interim measure governing electric scooters while the City explores the possibility of enacting long-term scooter legislation.

RESPECTFULLY SUBMITTED,

Michael Rouker, City Attorney

ELECTRIC SCOOTER INTERIM OPERATING AGREEMENT

This Electric Scooter Interim Operating Agreement (hereafter "Agreement") is entered into by and between Bird Rules, Inc. (hereafter "Company"), and the City of Bloomington, Indiana (hereafter "City") as of this 14 day of November, 2018.

1. Statement and Purpose

This Agreement establishes interim terms and conditions governing the Company's electric scooter operation within the City so that such operations are consistent with the safety and well-being of the Bloomington Community and all users of Bloomington's parks and public right-of-way. It is understood that in exchange for authorization to utilize City parks and City right-of-way, the Company shall operate in accordance with the terms and conditions set forth herein.

2. Term

This Agreement shall remain in full force and effect from the date of its execution until the sooner of (1) the adoption of an ordinance by the Bloomington Common Council designed to regulate Electric Scooters or (2) termination of this Agreement in accordance with Section 6 below.

3. Responsibilities of the Company

- a. *Electric Scooter Parking.* Company acknowledges and understands the following requirements for parking electric scooters:
 - i. Electric scooters must stand upright while they are parked.
 - ii. Electric scooters shall not be parked in a manner that would impede normal and reasonable pedestrian access on a sidewalk, including accessible ramps, or in any manner that would reduce the minimum clear width of the sidewalk to less than 48-inches.
 - iii. Electric scooters shall not be parked in a manner that would impede vehicular traffic on a street or alley.
 - iv. Electric scooters shall not be parked in a manner as to block any fire hydrant, call box, or other emergency facility; bus shelter; parking meter; or utility pole or box.
 - v. Electric scooters shall not be parked in a manner that would pose a threat to public health or security.
 - vi. The Company shall not stage electric scooters on a block that does not have sidewalks.
 - vii. Electric scooters shall not be parked in such a manner as to impede or interfere with the reasonable use of any commercial window display or access to or from any building.
 - viii. Electric scooters shall not be parked in such a manner as to unduly impede or interfere with the reasonable use of any parking space, newsrack, bus shelter, commercial loading zone, railroad track or crossing, passenger loading zone, street furniture, building entryway, or vehicular driveway.

To the extent the Company desires to park electric scooters in areas other than City parks or the public right-of-way (e.g. plazas, parking lots, private property, or transit stations), the Company must first obtain the right to do so from the appropriate City department, property

owner, or public agency and shall communicate this right to users through signage approved by the respective entity and/or through a mobile or web application.

- b. *Electric Scooter Use.* Electric scooters must be used in conformity with the following requirements.
 - i. Electric scooters may be ridden upon streets, within bike lanes, and upon multi-use trails, multi-use paths, and some sidewalks. Electric scooters may not be ridden upon sidewalks in designated “Dismount Zones,” which are set forth in Bloomington Municipal Code § 15.56.020(a)(7).
 - ii. On sidewalks, paths, and trails, users must:
 - 1. Yield the right-of-way to pedestrians;
 - 2. Pass pedestrians at a distance of at least three feet;
 - 3. Alert other sidewalk or trail users traveling in the same direction with an audible signal prior to passing them;
 - iii. Users must obey all rules of the road, including stopping at stop signs and traffic lights, signaling turns, and following the direction of traffic.
 - iv. To the extent minors are permitted as users, minors are required to wear helmets while riding an electric scooter. Helmets are strongly encouraged for all users.
 - v. The Company shall require all electric scooter riders to take a photo when they park their scooter at the end of a ride.
 - vi. All users must ride with courtesy and respect.
- c. *Lights and Audible Signals.* All electric scooters shall be equipped with properly functioning lights sufficient to make the scooters visible during non-daylight hours. All electric scooters shall also be equipped with a bell or another warning device capable of giving an audible signal. The bell or alternative signaling device shall be capable of alerting pedestrians that the scooter is approaching.
- d. *Condition of Scooters.* In the event a safety or maintenance issue is reported for a specific device, such electric scooter shall be made unavailable to users and shall be removed within the timeframes provided herein. Any inoperable or unsafe device shall be repaired before it is put back into service.
- e. *Twenty-Four Hour Service Line.* The Company shall maintain a twenty-four hour service phone number for the public to report safety concerns, complaints, or to ask questions. The twenty-four hour service line shall be visible upon each electric scooter deployed by the Company. The City shall refer members of the public who report concerns regarding electric scooters to contact the service line and may also publish the phone number on its website, social media platforms, and in other literature. The Company shall respond to requests for rebalancing, reports of incorrectly parked electric scooters, or reports of unsafe/inoperable electric scooters by relocating, re-parking, or removing the electric scooters, as appropriate, within two (2) hours of receiving notice. Notice of aforementioned violations may be submitted in the form of photographic documentation by any authorized City staff or other City representatives.
- f. *Fines.* In the event an electric scooter is improperly staged or placed by company agents, or not relocated, re-parked, or removed within the timeframe specified herein, or in the event any electric scooter is parked in one location for more than seventy-two (72) hours without moving, the City may assess a fine against the Company. For each day that an electric scooter

is improperly staged and/or is not relocated or re-parked, or removed within seventy-two (72) hours as specified herein, the Company shall be subject to a fine of fifty dollars (\$50) for each scooter that is improperly located. This fine shall be applied per vehicle, per day.

- g. *Notices to Users.* Prior to each user's first use of an electric scooter, the Company shall provide notice to each user through a Bloomington-specific mobile application regarding the Bloomington-specific requirements for electric scooter parking outlined in Section 3(a) and electric scooter use outlined in Section 3(b).
- h. *Data Sharing.* The Company agrees to provide the City with access to an Application Programming Interface (API) offering data about its fleet and trip activity within the City, meeting the requirements of the Mobility Data Specification format. All information hosted within the API or retrieved from the API shall be considered a trade secret and proprietary information belonging to the Company. The Company shall provide the City with said access within thirty (30) days of the execution of this Agreement.

As an alternative to granting the City access to the API, the Company may instead comply with this Section of this Agreement by providing the City with reasonable real-time access to ridership data using a different medium, as long as the ridership data includes, at a minimum, the following information:

- i. The total number of rides for the previous quarter.
- ii. The total number of electric scooters in services during the previous quarter.
- iii. The number of rides per electric scooter per day.
- iv. Anonymized trip data that shows the origin and destination, trip duration, distance, and date and time of each trip.
- v. Any other similar data in the possession of the Company that is requested by the City.

However, nothing in this Agreement shall require the Company to share any information that might qualify as personally identifiable information pertaining to individual users or as confidential information under any statute, regulation, court order, or ordinance.

- i. *Outreach.* The Company shall implement and engage in a marketing and targeted community outreach plan at its own cost. Said outreach shall include, at a minimum, the following:
 - i. On-the-Ground Safety Campaigns: Three times per year, the Company shall engage in a week-long on-the-ground Safety Campaign ("Safety Campaign") targeting areas of peak usage. The Company's Safety Campaigns shall include, at a minimum, education on the City's existing rules and regulations, safe and courteous riding, and proper parking. The Company and the City shall coordinate the scheduling of said Safety Campaigns. As many scooter users are students at Indiana University, the parties shall schedule said Safety Campaigns so as to maximize student participation.
 - ii. Bloomington-Specific Landing Page: The Company shall develop a Bloomington-Specific Landing Page and dedicate a portion of its website to said page. The page shall include local "Dos and Don'ts" and Bloomington-specific rules and regulations. The Company shall coordinate with the City regarding the content of the Landing Page.

The Company shall coordinate its outreach plans with the City. Outreach plans are required twice annually, and shall be submitted no later than July 31 of each year and January 31 of each year. The Company shall obtain the approval of the City regarding the adequacy of said plan. Such approval by the City shall not be unreasonably withheld.

In the event that the City, at its sole determination, observes a significant number of electric scooter users violating laws, rules, or regulations related to riding, parking, or staging of electric scooters, the City reserves the right to amend the outreach requirements set forth in this Agreement at its sole discretion.

4. Responsibilities of the City

The City shall permit the Company to operate an electric scooter rental business within the City's parks and within the City's right-of-way and shall permit the Company's users to operate electric scooters within the City's parks and within the City's right-of-way, provided such operation is in accordance with all laws, ordinances, regulations, and the terms and conditions contained within this Agreement.

5. Fees

The Company agrees to submit a fee to the City in consideration for the use of the City's parks and City right-of-way. Said fee shall consist of an annual fee of ten thousand dollars (\$10,000), and an additional fee of ten cents (\$.10) per ride taken on any scooter the Company has deployed in the City. The City shall invoice the Company for the annual fee during November or December of each year, and the Company shall remit payment to the City within thirty (30) days of receiving said invoice. The per-ride fee shall be invoiced monthly based on data provided by the Company in accordance with Section 3.h. above, and the Company shall submit payment within 30 days of receipt of the invoice.

6. Termination

Either party may terminate this Agreement upon ten (10) days written notice to the other party. Such notice shall be sent in accordance with the terms of Section 13 of this Agreement. As described in Section 2 above, this Agreement shall automatically terminate without either party taking any additional action upon the City Council's adoption of an ordinance regulating electric scooters. The automatic termination date shall correspond to the effective date of said ordinance, in the event that the ordinance's effective date and adoption date are not identical.

7. Insurance

Company 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; (b) Workers' Compensation Insurance in accordance with the statutory requirements of Title 22 of the Indiana Code; and (c) Excess Liability Insurance in a minimum amount of \$5,000,000 which shall apply to both the General Liability and Automobile Liability policies. All insurance policies shall be issued by an insurance company authorized to issue such insurance in the State of Indiana. The City of Bloomington and its officers, employees and agents shall be named as additional insureds, 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. Prior to initiating operations pursuant to this Agreement, Company shall provide evidence of each insurance policy to the City.

8. Indemnification

Company shall defend, indemnify, and hold harmless the City and the officers, agents, and employees thereof from any and all claims, demands, damages, costs, expenses, or other liability arising out of this Agreement, the Company's operations, or the operation of the Company's electric scooters upon the City's property. However, the foregoing indemnity shall not apply to claims resulting from the gross negligence or willful misconduct of the City, claims related to the City's negligent maintenance of its infrastructure, or claims that the City negligently permitted a project within its right-of-way.

9. 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.

10. 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.

11. Assignment

Neither party 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.

12. 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

13. Notices

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

City: City of Bloomington
ATTN: Corporation Counsel
401 N. Morton Street
Bloomington, IN 47404

Company: Bird Rides, Inc.
2621 Pico Blvd.
Santa Monica, CA
90405

Nothing contained in this Section or elsewhere in this Agreement shall be construed to restrict the transmission of routine communications between representatives of the City and Company.

14. Integration and Modification

This Agreement represents the entire and integrated agreement between the parties. 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.

IN WITNESS WHEREOF, the parties hereto have set forth their hands below with the intent to be bound by the foregoing terms and provisions.

CITY OF BLOOMINGTON

John Hamilton, Mayor

Kyla Cox Deckard, President
Bloomington Board of Public Works

Kathleen Mills, President
Bloomington Board of Park Commissioners

COMPANY


Signature

Sam Reed, Director, GP, Central
Printed Name and Title

ELECTRIC SCOOTER INTERIM OPERATING AGREEMENT

This Electric Scooter Interim Operating Agreement (hereafter “Agreement”) is entered into by and between _____ (hereafter “Company”), and the City of Bloomington, Indiana (hereafter “City”) as of this _____ day of _____, 20_____.

1. Statement and Purpose

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owner, or public agency and shall communicate this right to users through signage approved by the respective entity and/or through a mobile or web application.

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 - iii. Users must obey all rules of the road, including stopping at stop signs and traffic lights, signaling turns, and following the direction of traffic.
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 - vi. All users must ride with courtesy and respect.
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- f. *Fines.* In the event an electric scooter is improperly staged or placed by company agents, or not relocated, re-parked, or removed within the timeframe specified herein, or in the event any electric scooter is parked in one location for more than seventy-two (72) hours without moving, the City may assess a fine against the Company. For each day that an electric scooter

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- i. The total number of rides for the previous quarter.
- ii. The total number of electric scooters in services during the previous quarter.
- iii. The number of rides per electric scooter per day.
- iv. Anonymized trip data that shows the origin and destination, trip duration, distance, and date and time of each trip.
- v. Any other similar data in the possession of the Company that is requested by the City.

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The Company shall coordinate its outreach plans with the City. Outreach plans are required twice annually, and shall be submitted no later than July 31 of each year and January 31 of each year. The Company shall obtain the approval of the City regarding the adequacy of said plan. Such approval by the City shall not be unreasonably withheld.

In the event that the City, at its sole determination, observes a significant number of electric scooter users violating laws, rules, or regulations related to riding, parking, or staging of electric scooters, the City reserves the right to amend the outreach requirements set forth in this Agreement at its sole discretion.

4. Responsibilities of the City

The City shall permit the Company to operate an electric scooter rental business within the City's parks and within the City's right-of-way and shall permit the Company's users to operate electric scooters within the City's parks and within the City's right-of-way, provided such operation is in accordance with all laws, ordinances, regulations, and the terms and conditions contained within this Agreement.

5. Fees

The Company agrees to submit a fee to the City in consideration for the use of the City's parks and City right-of-way. Said fee shall consist of an annual fee of ten thousand dollars (\$10,000), and an additional fee of ten cents (\$.10) per ride taken on any scooter the Company has deployed in the City. The City shall invoice the Company for the annual fee during November or December of each year, and the Company shall remit payment to the City within thirty (30) days of receiving said invoice. The per-ride fee shall be invoiced monthly based on data provided by the Company in accordance with Section 3.h. above, and the Company shall submit payment within 30 days of receipt of the invoice.

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7. Insurance

Company 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; (b) Workers' Compensation Insurance in accordance with the statutory requirements of Title 22 of the Indiana Code; and (c) Excess Liability Insurance in a minimum amount of \$5,000,000 which shall apply to both the General Liability and Automobile Liability policies. All insurance policies shall be issued by an insurance company authorized to issue such insurance in the State of Indiana. The City of Bloomington and its officers, employees and agents shall be named as additional insureds, 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. Prior to initiating operations pursuant to this Agreement, Company shall provide evidence of each insurance policy to the City.

8. Indemnification

Company shall defend, indemnify, and hold harmless the City and the officers, agents, and employees thereof from any and all claims, demands, damages, costs, expenses, or other liability arising out of this Agreement, the Company's operations, or the operation of the Company's electric scooters upon the City's property. However, the foregoing indemnity shall not apply to claims resulting from the gross negligence or willful misconduct of the City, claims related to the City's negligent maintenance of its infrastructure, or claims that the City negligently permitted a project within its right-of-way.

9. 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.

10. 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.

11. Assignment

Neither party 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.

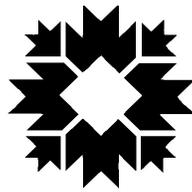
12. Governing Law and Venue

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13. Notices

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

City: City of Bloomington
ATTN: Corporation Counsel
401 N. Morton Street
Bloomington, IN 47404



CITY OF BLOOMINGTON
parks and recreation

STAFF REPORT

Agenda Item: C-2
Date: 11/16/2018

Administrator
Review/Approval
PM

TO: Board of Park Commissioners
FROM: Paula McDevitt, Director
DATE: November 13, 2018
SUBJECT: REVIEW/APPROVAL OF 2019 PROPOSED NON-REVERTING FUND BUDGET REQUEST

RECOMMENDATION:

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

BACKGROUND:

The Department non-reverting fund was created to serve as an enterprise fund, allowing maximum flexibility for the Department to offer services in response to trends and customer demand while minimizing reliance on the general fund tax base.

The 2019 Parks and Recreation Non-Reverting fund budget request and revised program unit structure reflects ongoing changes in service provision and true cost allocations by activity and program unit. A bottom-up process has incorporated input from staff specialists, supervisors, managers and division directors.

A power point presentation will be presented at the meeting highlighting the details of the budget.

Respectfully Submitted,

Paula McDevitt, Director



Budget Worksheet Report

Budget Year 2019

Account	Account Description	2017 Actual Amount	2018 Adopted Budget	2019 Budget Team Review	Calculated Column 1	Calculated Column 2
Fund 201	Parks and Rec Non Reverting					
	REVENUE					
	<i>Licenses</i>					
41020	Permits	3,025.00	2,500.00	2,500.00	.00	
	<i>Licenses Totals</i>	<u>\$3,025.00</u>	<u>\$2,500.00</u>	<u>\$2,500.00</u>	<u>\$0.00</u>	<u>0%</u>
	<i>Intergovernmental</i>					
42110	Grants - State	16,452.80	.00	.00	.00	
42120	Grants - Federal	270,979.88	81,744.00	103,954.00	22,210.00	27
	<i>Intergovernmental Totals</i>	<u>\$287,432.68</u>	<u>\$81,744.00</u>	<u>\$103,954.00</u>	<u>\$22,210.00</u>	<u>27%</u>
	<i>Charges for Services</i>					
43110	Rental Fees	190,172.00	112,065.00	108,525.00	(3,540.00)	(3)
43220	Facility Rentals	230,644.80	203,260.00	176,300.00	(26,960.00)	(13)
43230	General Admissions	30,894.00	30,000.00	30,000.00	.00	
43240	Season Passes/Memberships	291,686.34	291,451.00	468,000.00	176,549.00	61
43250	Player Fees	43,306.00	56,000.00	44,000.00	(12,000.00)	(21)
43260	Equipment Rentals	55,556.05	35,100.00	52,100.00	17,000.00	48
43270	Registration Fees	709,573.05	748,001.00	992,300.00	244,299.00	33
43280	Transaction Fees	35,679.31	40,700.00	40,000.00	(700.00)	(2)
43290	Concessions	237,246.56	271,000.00	175,000.00	(96,000.00)	(35)
43300	Vending	6,533.46	9,800.00	16,900.00	7,100.00	72
43310	Application Fee	550.00	500.00	500.00	.00	
43330	Program Rental	1,559.00	5,001.00	5,001.00	.00	
43340	Pro Shop Sales	79,423.00	78,400.00	26,800.00	(51,600.00)	(66)
43370	Other Sales	4,201.00	5,501.00	9,000.00	3,499.00	64
43380	Other Services	31,430.61	31,000.00	18,400.00	(12,600.00)	(41)
43390	Health and Wellness	10.00	1.00	.00	(1.00)	(33)
43410	Advertising	86,508.36	72,750.00	83,400.00	10,650.00	15
	<i>Charges for Services Totals</i>	<u>\$2,034,973.54</u>	<u>\$1,990,530.00</u>	<u>\$2,246,226.00</u>	<u>\$255,696.00</u>	<u>13%</u>
	<i>Miscellaneous</i>					
47050	Donations	17,926.54	10,000.00	17,901.00	7,901.00	79
47070	Insurance Reimbursements	2,401.38	2,300.00	3,000.00	700.00	30
47080	Other Reimbursements	22,535.88	.00	.00	.00	
47110	Miscellaneous	37.13	.00	.00	.00	
47220	Non Rev Economic Development	5,325.00	8,800.00	25,000.00	16,200.00	184
47230	Gift Certificate	(1,520.00)	600.00	20,000.00	19,400.00	3,212



Budget Worksheet Report

Budget Year 2019

Account	Account Description	2017 Actual Amount	2018 Adopted Budget	2019 Budget Team Review	Calculated Column 1	Calculated Column 2
Fund 201 - Parks and Rec Non Reverting						
REVENUE						
<i>Miscellaneous</i>						
47240	EBT Market Bucks	(947.50)	.00	.00	.00	
47250	Grant - Other	9,328.33	.00	45,000.00	45,000.00	
47260	Sale of Scrap	1,396.38	2,000.00	2,000.00	.00	
<i>Miscellaneous Totals</i>		\$56,483.14	\$23,700.00	\$112,901.00	\$89,201.00	376%
<i>Other</i>						
49990	Prior Year Voided Checks	1,313.41	1,000.00	1,000.00	.00	
49991	Prior Year Replacement Checks	275.00	.00	.00	.00	
<i>Other Totals</i>		\$1,588.41	\$1,000.00	\$1,000.00	\$0.00	0%
REVENUE TOTALS		\$2,383,502.77	\$2,099,474.00	\$2,466,581.00	\$367,107.00	17%
EXPENSE						
<i>Personnel Services</i>						
51110	Salaries and Wages - Regular	77,993.74	79,643.20	81,164.46	1,521.26	2
51120	Salaries and Wages - Temporary	344,979.34	383,906.74	353,072.35	(30,834.39)	(8)
51130	Salaries and Wages- Overtime	435.60	1,220.18	999.96	(220.22)	(18)
51210	FICA	32,213.78	35,556.89	33,297.21	(2,259.68)	(6)
51220	PERF	11,109.72	11,312.60	11,669.84	357.24	3
51230	Health and Life Insurance	27,125.28	27,125.28	27,125.28	.00	
<i>Personnel Services Totals</i>		\$493,857.46	\$538,764.89	\$507,329.10	(\$31,435.79)	(6%)
<i>Supplies</i>						
52110	Office Supplies	.00	1,500.00	1,500.00	.00	
52210	Institutional Supplies	12,839.56	13,300.00	14,300.00	1,000.00	8
52220	Agricultural Supplies	1,777.00	1,001.00	1,000.00	(1.00)	
52230	Garage and Motor Supplies	421.00	.00	.00	.00	
52240	Fuel and Oil	433.70	501.00	966.00	465.00	90
52310	Building Materials and Supplies	4,629.01	13,450.00	14,450.00	1,000.00	7
52320	Motor Vehicle Repair	.00	1.00	1.00	.00	
52330	Street , Alley, and Sewer Material	170,386.16	204,000.00	127,000.00	(77,000.00)	(38)
52340	Other Repairs and Maintenance	1,705.00	8,200.00	7,200.00	(1,000.00)	(12)
52410	Books	.00	300.00	300.00	.00	
52420	Other Supplies	88,046.24	116,897.00	122,643.00	5,746.00	5
52430	Uniforms and Tools	31,422.41	32,150.00	27,475.00	(4,675.00)	(15)
<i>Supplies Totals</i>		\$311,660.08	\$391,300.00	\$316,835.00	(\$74,465.00)	(19%)



Budget Worksheet Report

Budget Year 2019

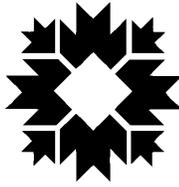
Account	Account Description	2017 Actual Amount	2018 Adopted Budget	2019 Budget Team Review	Calculated Column 1	Calculated Column 2
Fund 201	Parks and Rec Non Reverting					
	EXPENSE					
	<i>Other Services and Charges</i>					
53140	Exterminator Services	442.32	668.00	668.00	.00	
53150	Communications Contract	302.40	.00	.00	.00	
53160	Instruction	2,857.50	5,885.00	6,610.00	725.00	12
53170	Mgt. Fee, Consultants, and Workshops	324,922.15	1,800.00	1,800.00	.00	
53210	Telephone	1,601.68	1,950.00	1,700.00	(250.00)	(13)
53220	Postage	474.00	4,100.00	475.00	(3,625.00)	(88)
53230	Travel	6,810.72	8,200.00	9,325.00	1,125.00	14
53310	Printing	16,100.64	20,330.00	14,000.00	(6,330.00)	(31)
53320	Advertising	4,318.20	9,900.00	8,600.00	(1,300.00)	(13)
53410	Liability / Casualty Premiums	19,468.00	25,000.00	14,388.00	(10,612.00)	(42)
53510	Electrical Services	99,934.27	92,000.00	28,100.00	(63,900.00)	(69)
53530	Water and Sewer	11,764.23	7,402.00	80,001.00	72,599.00	980
53540	Natural Gas	9,113.03	9,000.00	10,500.00	1,500.00	17
53610	Building Repairs	28,411.97	18,900.00	19,500.00	600.00	3
53620	Motor Repairs	.00	1.00	.00	(1.00)	(33)
53630	Machinery and Equipment Repairs	1,579.94	10,600.00	10,900.00	300.00	3
53650	Other Repairs	8,756.63	12,300.00	8,400.00	(3,900.00)	(32)
53720	Building Rental	3,362.20	3,600.00	3,600.00	.00	
53730	Machinery and Equipment Rental	4,099.62	5,600.00	8,625.00	3,025.00	54
53750	Rentals - Other	1,905.80	2,700.00	500.00	(2,200.00)	(81)
53810	Principal	315,000.00	555,000.00	350,000.00	(205,000.00)	(37)
53820	Interest	223,635.00	116,946.00	125,963.00	9,017.00	8
53830	Bank Charges	25,927.84	28,690.00	26,200.00	(2,490.00)	(9)
53840	Lease Payments	1,244.97	3,900.00	1,500.00	(2,400.00)	(61)
53910	Dues and Subscriptions	16,494.95	25,150.00	21,720.00	(3,430.00)	(14)
53920	Laundry and Other Sanitation Services	.00	1,250.00	1,250.00	.00	
53940	Temporary Contractual Employee	127,920.22	126,630.00	111,720.00	(14,910.00)	(12)
53950	Landfill	1,670.46	1,800.00	1,800.00	.00	
53990	Other Services and Charges	413,973.94	136,123.00	152,670.00	16,547.00	12
	<i>Other Services and Charges Totals</i>	\$1,672,092.68	\$1,235,425.00	\$1,020,515.00	(\$214,910.00)	(17%)
	<i>Capital Outlays</i>					
54420	Purchase of Equipment	22,132.80	.00	.00	.00	



Budget Worksheet Report

Budget Year 2019

Account	Account Description	2017 Actual Amount	2018 Adopted Budget	2019 Budget Team Review	Calculated Column 1	Calculated Column 2
Fund	201 - Parks and Rec Non Reverting					
	EXPENSE					
	Capital Outlays					
	Capital Outlays Totals	\$22,132.80	\$0.00	\$0.00	\$0.00	+++
	EXPENSE TOTALS	\$2,499,743.02	\$2,165,489.89	\$1,844,679.10	(\$320,810.79)	(15%)
Fund	201 - Parks and Rec Non Reverting Totals					
	REVENUE TOTALS	\$2,383,502.77	\$2,099,474.00	\$2,466,581.00	\$367,107.00	17%
	EXPENSE TOTALS	\$2,499,743.02	\$2,165,489.89	\$1,844,679.10	(\$320,810.79)	(15%)
Fund	201 - Parks and Rec Non Reverting Totals	(\$116,240.25)	(\$66,015.89)	\$621,901.90	\$687,917.79	(1042%)
	Net Grand Totals					
	REVENUE GRAND TOTALS	\$2,383,502.77	\$2,099,474.00	\$2,466,581.00	\$367,107.00	17%
	EXPENSE GRAND TOTALS	\$2,499,743.02	\$2,165,489.89	\$1,844,679.10	(\$320,810.79)	(15%)
	Net Grand Totals	(\$116,240.25)	(\$66,015.89)	\$621,901.90	\$687,917.79	(1042%)



CITY OF BLOOMINGTON
parks and recreation

STAFF REPORT

Agenda Item: C-3
Date: 11/16/2018

Administrator
Review\Approval
PM

TO: Board of Park Commissioners
FROM: Erik Pearson, Program/Facility Coordinator
DATE: November 27, 2018
SUBJECT: Service Agreement-iShine Cleaning

Recommendation

Staff recommends the approval of a service agreement with iShine Cleaning.

Total amount of service contract: \$5,870

Funding sources: 200-18-187500-53990 (Banneker GF); 200-18-182500-53920 (Frank Southern Center GF)

Background

The Banneker Community Center and Frank Southern Ice Arena have used iShine Cleaning LLC for weekly facility cleaning purposes since January 2018. iShine is responsible for general sanitization and deep cleaning of the facilities and have provided quality service.

RESPECTFULLY SUBMITTED,

Erik Pearson

Erik Pearson, Program/Facility Coordinator

AGREEMENT BETWEEN CITY OF BLOOMINGTON PARKS AND RECREATION DEPARTMENT AND ISHINE CLEANING

This Agreement, entered into on this 27TH day of November, 2018, by and between the City of Bloomington Department of Parks and Recreation (the "Department"), and iShine Cleaning ("Contractor").

Article 1. Scope of Services Contractor shall provide the Cleaning Banneker and Frank Southern Center "Services". Contractor shall diligently provide the Services under this Agreement and shall complete the Services described in this Agreement in a timely manner consistent with the Standard of Care identified in Article 2. Contractor shall complete the Services required under this Agreement on or before December 31, 2019 unless the parties mutually agree to a later completion date. Completion shall mean completion of all work related to the Services. In the performance of Contractor's work, Contractor agrees to maintain such coordination with the Department as may be requested and desirable, including primary coordination with Erik Pearson/Dee Tuttle 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 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 Five Thousand Eight Hundred Seventy Dollars (\$5,870). Contractor shall submit an invoice to the Department upon the completion of the Services described in Article 1. The invoice shall be sent to: Erik Pearson/Dee Tuttle, 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 Contractor 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 Contractor shall perform the Services per the Department needs. The time limits established by this schedule shall not be exceeded, except for reasonable cause as mutually agreed by the parties. 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 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 9 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. 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 10. 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 11. 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 12. 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) 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. Contractor shall provide evidence of each insurance policy to the Department prior to the commencement of work under this Agreement.

Article 13. 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 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 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 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 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 20. 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 21. 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 A, affirming that Contractor does not knowingly employ an unauthorized alien. 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 22. Notices Any notice required by this Agreement shall be made in writing to the individuals/addresses specified below:

Department: City of Bloomington, Attn: Erik Pearson/Dee Tuttle, 401 N. Morton, Bloomington, IN 47402. **Consultant:** iShine Cleaning 3413 S. Glasgow Circle Bloomington, Indiana 47403. Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of the Department and Contractor.

Article 23. 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 24. 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 B, affirming that Contractor has not engaged in any collusive conduct. Exhibit B is attached hereto and incorporated by reference as though fully set forth.

CITY OF BLOOMINGTON

iShine Cleaning

Philippa M. Guthrie, Corporation Counsel

Destiny Easton, Owner

CITY OF BLOOMINGTON PARKS AND RECREATION

Paula McDevitt, Director

Kathleen Mills, President, Board of Park Commissioners

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.

iShine Cleaning

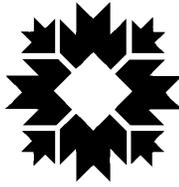
By: _____

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.

_____ My Commission Expires: _____
Notary Public's Signature

_____ County of Residence: _____
Printed Name of Notary Public



CITY OF BLOOMINGTON
parks and recreation

STAFF REPORT

Agenda Item: C-4
Date: 11/16/2018

Administrator
Review\Approval
PM

TO: Board of Park Commissioners
FROM: Erik Pearson, Program/Facility Coordinator
DATE: November 27, 2018
SUBJECT: Service Agreement-PlyMate

Recommendation

Staff recommends the approval of the 2019 service agreement with Ply-Mate. Total amount of service agreement: \$2,705
Funding sources: 200-18-187500-53920 (Banneker GF); 200-18-182500-53920 (Frank Southern Center GF); 200-18-184500-53610 (Youth Services GF)

Background

The Banneker Community Center, Frank Southern Ice Arena, and Alison-Jukebox building are seeking approval of a service agreement with PlyMate for 2019. PlyMate provides routine mat cleaning and replacement services for each of these facilities and has done so successfully in 2018.

RESPECTFULLY SUBMITTED,

Erik Pearson

Erik Pearson, Program/Facility Coordinator

AGREEMENT BETWEEN CITY OF BLOOMINGTON PARKS AND RECREATION DEPARTMENT AND PLYMATE INC.

This Agreement, entered into on this 27TH day of November, 2018, by and between the City of Bloomington Department of Parks and Recreation (the "Department"), and Plymate Inc. ("Contractor").

Article 1. Scope of Services Contractor shall provide the cleaning of floor mats at Frank Southern Ice Arena, Banneker Community Center and Allison-Jukebox Center ("Services"). Contractor shall diligently provide the Services under this Agreement and shall complete the Services described in this Agreement in a timely manner consistent with the Standard of Care identified in Article 2. Contractor shall complete the Services required under this Agreement on or before December 31, 2019 unless the parties mutually agree to a later completion date. Completion shall mean completion of all work related to the Services. In the performance of Contractor's work, Contractor agrees to maintain such coordination with the Department as may be requested and desirable, including primary coordination with Erik Pearson/Dee Tuttle/Amy Shrake 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 necessary for the orderly progress of the work, and Contractor shall be entitled to rely upon the accuracy and completeness of such information. The Department's Project Manager shall act on its behalf with respect to this Agreement.

Article 4. Compensation The Department shall pay Contractor for all fees and expenses in an amount not to exceed Two Thousand Seven Hundred Five Dollars (\$2,705). Contractor shall submit an invoice to the Department upon the completion of the Services described in Article 1. The invoice shall be sent to: Erik Pearson/Dee Tuttle/Amy Shrake, 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 Contractor 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 Contractor shall perform the Services per the Department needs. The time limits established by this schedule shall not be exceeded, except for reasonable cause as mutually agreed by the parties. 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 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 9 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. 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 10. 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 11. 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 12. 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) 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. Contractor shall provide evidence of each insurance policy to the Department prior to the commencement of work under this Agreement.

Article 13. 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 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 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 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 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 20. 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 21. 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 A, affirming that Contractor does not knowingly employ an unauthorized alien. 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 22. Notices Any notice required by this Agreement shall be made in writing to the individuals/addresses specified below:

Department: City of Bloomington, Attn: Erik Pearson, Amy Shrake, Dee Tuttle, 401 N. Morton, Bloomington, IN 47402. **Contractor: Plymate Inc. 819 Elston Drive Shelbyville, Indiana 46176.** Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of the Department and Contractor.

Article 23. 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 24. 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 B, affirming that Contractor has not engaged in any collusive conduct. Exhibit B is attached hereto and incorporated by reference as though fully set forth.

CITY OF BLOOMINGTON

Plymate Inc.

Philippa M. Guthrie, Corporation Counsel

Michelle Ricketts, Account Executive

CITY OF BLOOMINGTON PARKS AND RECREATION

Paula McDevitt, Director

Kathleen Mills, President,
Board of Park Commissioners

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.

Plymate Inc.

By: _____

STATE OF _____)
) SS:
COUNTY OF _____)

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

_____ My Commission Expires: _____
Notary Public's Signature

_____ County of Residence: _____
Printed Name of Notary Public



CITY OF BLOOMINGTON
parks and recreation

STAFF REPORT

Agenda Item: C-5
Date: 11/16/2018

Administrator
Review\Approval
PM

TO: Board of Park Commissioners
FROM: Erik Pearson, Program/Facility Coordinator
DATE: November 27, 2018
SUBJECT: Service Agreement-Koorsen Fire & Security

Recommendation

Staff recommends approval of the 2019 service agreement with Koorsen Fire & Security.
Total amount for service agreement: \$2,400
Funding source: 200-18-187500-5231 (Banneker GF); 200-18-187500-5363 (Banneker GF)

Background

Under this agreement, Koorsen Fire & Security will quarterly inspect fire and security alarms at the Banneker Center, provide monitoring services of both and suggest maintenance and repairs to the fire and security systems. The Banneker Center has worked successfully with Koorsen Fire & Security for many years.

RESPECTFULLY SUBMITTED,

Erik Pearson

Erik Pearson, Program/Facility Coordinator

**AGREEMENT
BETWEEN
CITY OF BLOOMINGTON
PARKS AND RECREATION DEPARTMENT
AND
KOORSEN FIRE AND SECURITY
FOR
BANNEKER COMMUNITY CENTER**

This Agreement, entered into on this 27th day of November, 2018, by and between the City of Bloomington Department of Parks and Recreation (the “Department”), and Koorsen Fire and Security (“Consultant”),

WITNESSETH:

WHEREAS, the Department wishes to contract with Consultant to provide services for the Banneker Community Center; and

WHEREAS, the Department requires the services of a professional consultant in order to perform fire extinguisher and sprinkler tests, monitor security system, and repair items associated with those services (the “Services” as further defined below);

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

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

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

Article 1. Scope of Services

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

Consultant shall complete the Services required under this Agreement on or before December 31, 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 Erik Pearson 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 Two Thousand Four Hundred Dollars (\$2,400). 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:

Erik Pearson
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 \$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 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	Koorsen Fire and Security
Attn: Erik Pearson	Attn: Nate Dobson
401 N. Morton, Suite 250	1131 Air Drive
Bloomington, Indiana 47402	Bloomington, Indiana 47404

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

Koorsen Fire and Security

Philippa M. Guthrie, Corporation Counsel

Nate Dobson, Territory Account Manager

CITY OF BLOOMINGTON PARKS AND RECREATION

Paula McDevitt, Director

Kathleen Mills, President,
Board of Park Commissioners

EXHIBIT A

“Scope of Work”

The Services shall include the following:

- **Maintaining functioning operation of fire alarms, fire extinguishers, and sprinklers within the Banneker Community Center through tests.**
- **Monitoring alarm system and security and coordinating communication of breaches within that system.**

EXHIBIT B

“Project Schedule”

Bi-monthly monitoring fee for alarm system.

Yearly inspections for fire extinguishers, alarms, and sprinkler system.

EXHIBIT D

STATE OF _____)
) SS:
COUNTY OF _____)

NON-COLLUSION AFFIDAVIT

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

OATH AND AFFIRMATION

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

Dated this _____ day of _____, 2018.

Koorsen Fire and Security

By: _____

STATE OF _____)
) SS:
COUNTY OF _____)

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

_____ My Commission Expires: _____
Notary Public's Signature

_____ County of Residence: _____
Printed Name of Notary Public



CITY OF BLOOMINGTON
parks and recreation

STAFF REPORT

Agenda Item: C-6
Date: 11/16/2018

Administrator
Review\Approval
PM

TO: Board of Park Commissioners
FROM: Joanna Sparks, City Landscaper
DATE: November 1, 2018
SUBJECT: Contractual Mowing Services by Green Dragon Lawn Care (Primary Locations)

Recommendation

Staff recommends the approval of the renewal of the Contract with Green Dragon Lawn Care to perform regular mowing services at 24 locations during 2019 for \$60,450.00.
Funding source: 200-18-189000-53990

Background

The Operations Division has increasingly turned to mowing service contractors for grounds maintenance at selected park properties, facilities, and public right-of-ways in an ongoing effort to increase efficiency and lower costs. Green Dragon Lawn Care of Bloomington was awarded this mowing contract in 2018. They met all requirements in the contract and consistently exceeded expectations.

RESPECTFULLY SUBMITTED,

Joanna Sparks

Joanna Sparks, City Landscaper

ADDENDUM I
TO
AGREEMENT BETWEEN CITY OF BLOOMINGTON PARKS AND RECREATION DEPARTMENT
AND
GREEN DRAGON LAWN CARE FOR MOWING SERVICES
(Entered in this ____ day of _____, 2018)

WHEREAS, on **June 12, 2018**, the City of Bloomington Department of Parks and Recreation (the “Department”) entered into an Agreement (“Agreement”) with Green Dragon Lawn Care (“Contractor”) to provide mowing services at 24 locations (Exhibit A is attached hereto and incorporated into this Addendum); and

WHEREAS, the Agreements expires on November 30, 2018, and

WHEREAS, the Department and Contractor wish to extend the Agreement for one additional year without changing any other terms of the Agreement; and

WHEREAS, pursuant to Article 26 of said Agreement, Agreement may be modified only by a written amendment signed by both parties; and

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

Article 1. Term: To amend Article 1 of the Agreement to reflect the change the completion day from November 30, 2018, to October 31, 2019.

Article 2. Schedule: To amend Article 6 (Schedule) to reflect the 2019 schedule: The Services for 2019 shall begin on or about April 1, 2019, and conclude on or about October 31, 2019.

Article 3. Compensation: Compensation paid to Green Dragon in 2019 shall not exceed the amount of Sixty Thousand Four Hundred Fifty Dollars and Zero Cents (\$60,450.00). The payments will be made according to Contractor’s monthly invoiced for the amount of work completed only.

Article 4. Modification: All other terms of the original Agreement (entered in on June 12, 2018) are still intact. Any other modification to the 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

GREEN DRAGON LAWN CARE

Paula McDevitt, Director
Parks and Recreation Department

Brian Obery

Kathleen Mills, Park Board President
Board of Park Commissioners

Title of Contractor Representative

Philippa M. Guthrie, Corporation Counsel

EXHIBIT "A"

Agreement



MEMORANDUM

TO: Philippa Guthrie
FROM: Paula McDevitt
DATE: June 4, 2018
RE: Contractual Mowing by Green Dragon Lawn Care

Funding Source: 200-18-189000-53990

Total Dollar Amount of Contract: \$60,450.00

Expiration Date of Contract: November 1, 2018

Department Head Initials of Approval: Paula McDevitt

Due Date For Signature: As soon as possible

Record Destruction Date (Legal Dept to fill in): 11/31/2028

Legal Department Internal Tracking #: 18-326

PREVIOUSLY REVIEWED BY & RETURN SIGNED CONTRACT TO THIS ATTORNEY:

Mike Rouker

ATTORNEY IS TO RETURN SIGNED CONTRACT TO THIS DEPARTMENTAL EMPLOYEE:

Paula McDevitt

Summary of Contract:

To provide mowing services at the following locations:

- 4th Street & Dunn Street Parking Lot
- Building and Trades Park
- College Mall Road & Moores Pike (NE Corner)
- Dodds Street Triangle Median Islands (2)
- Frank Southern Ice Arena
- Highland Village Park
- Mills Pool
- Park Ridge East Park
- Park Ridge Park
- Peoples Park
- Polly Grimshaw Trail

**AGREEMENT
BETWEEN
CITY OF BLOOMINGTON
PARKS AND RECREATION DEPARTMENT
AND
GREEN DRAGON LAWN CARE
FOR
2018 MOWING SERVICES AT 24 LOCATIONS**

This Agreement, entered into on this 12th day of June, 2018, by and between the City of Bloomington Department of Parks and Recreation (the "Department"), and Green Dragon Lawn Care ("Contractor"),

WITNESSETH:

WHEREAS, the Department wishes to retain the Contractor's services for 2018 mowing services at twenty four locations (more particularly described in Exhibit A, "Scope of Work") ; and

WHEREAS, the Department requires the services of a professional contractor in order to perform these mowing services (the "Services" as further defined below); and

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

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

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

Article 1. Scope of Services

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

Contractor shall complete the Services required under this Agreement on or before November 30, 2018, unless the parties mutually agree to a later completion date. Completion shall mean completion of all work related to the Services. The term of this contract shall be for one year with the option to renew for two more terms (three year maximum) under exact terms of original contract.

In the performance of Contractor's work, Contractor agrees to maintain such coordination with the Department as may be requested and desirable, including primary coordination with Joanna Sparks, City Landscaper, 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. Standard of Care is specified in, but is not limited to, Exhibit B, “Standard of Care”, attached hereto and incorporated into this Agreement.

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 Sixty Thousand, Four Hundred Fifty Dollars and Zero Cents (\$60,450.00) as specified in Exhibit F, “Mowing Quote Form”, attached hereto and incorporated into this Agreement. Contractor shall submit an invoice to the Department upon the completion of the Services described in Article 1. Invoices may be sent via first class mail postage prepaid or via email. Payment will be remitted to Contractor within forty-five (45) days of receipt of invoice. The invoice shall be sent to:

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

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

Article 5. Appropriation of Funds

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

Article 6. Schedule

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

Article 7. Termination

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

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

Article 8. Identity of the Contractor

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

Article 9. Opinions of Probable Cost

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

Article 10. Reuse of Instruments of Service

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

Article 11. Ownership of Documents and Intellectual Property

All documents, drawings and specifications, including digital format files, prepared by Contractor and furnished to the Department as part of the Services shall become the property of the Department. Contractor shall retain its ownership rights in its design, drawing details,

specifications, databases, computer software and other proprietary property. Intellectual property developed, utilized or modified in the performance of the Services shall remain the property of Contractor.

Article 12. Independent Contractor Status

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

Article 13. Indemnification

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

Article 14. Insurance

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

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

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

Contractor shall provide evidence of each insurance policy to the Department prior to the commencement of work under this Agreement. Approval of the insurance by the Department shall not relieve or decrease the extent to which Contractor may be held responsible for payment of damages resulting from Contractor's provision of the Services or its operations under this Agreement. If Contractor fails or refuses to procure or maintain the insurance required by these provisions, or

fails or refuses to furnish the Department's required proof that the insurance has been procured and is in force and paid for, the Department shall have the right at its election to terminate the Agreement.

Article 15. Conflict of Interest

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

Article 16. Waiver

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

Article 17. Severability

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

Article 18. Assignment

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

Article 19. Third Party Rights

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

Article 20. Governing Law and Venue

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

Article 21. Non-Discrimination

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

Article 22. Compliance with Laws

In performing the Services under this Agreement, Contractor shall comply with any and all applicable federal, state and local statutes, ordinances, plans and regulations, including any and all regulations for protection of the environment. Where such statutes, ordinances, plans or regulations of any public authority having any jurisdiction over the project are in conflict, Contractor shall proceed using its

best judgment only after attempting to resolve any such conflict between such governmental agencies, and shall notify the Department in a timely manner of the conflict, attempts of resolution, and planned course of action.

Article 23. E-Verify

Contractor is required to enroll in and verify the work eligibility status of all newly-hired employees through the E-Verify program. (This is not required if the E-Verify program no longer exists). Contractor shall sign an affidavit, attached as Exhibit D, 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	Green Dragon Lawn Care
Attn: Joanna Sparks, City Landscaper	Attn: Brian Obery, Owner
401 N. Morton, Suite 250	P.O. Box 296
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

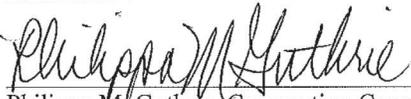
This Agreement, including all Exhibits incorporated by reference, represents the entire and integrated agreement between the Department and the Contractor. It supersedes all prior and contemporaneous communications, representations and agreements, whether oral or written, relating to the subject matter 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 E, affirming that Contractor has not engaged in any collusive conduct. Exhibit E 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.

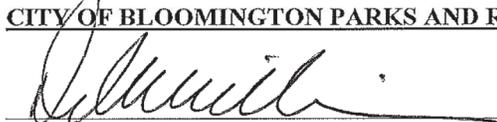
CITY OF BLOOMINGTON


Philippa M Guthrie, Corporation Counsel

GREEN DRAGON LAWN CARE


Brian Obery, Owner

CITY OF BLOOMINGTON PARKS AND RECREATION


Dave Williams, Operations & Development Director


Kathleen Mills, President, Board of Park Commissioners

CITY OF BLOOMINGTON
Legal Department
Reviewed By: Mike Rouler
DATE: 6-6-2018

CITY OF BLOOMINGTON
Controller
Reviewed by: 
DATE: 6-5-18
FUND/ACCT: 700-15-3390

EXHIBIT A

“Scope of Work”

The Services shall include the following:

A. Mowing Locations

- 4th Street & Dunn Street Parking Lot
- Building and Trades Park
- College Mall Road & Moores Pike (NE Corner)
- Dodds Street Triangle Median Islands (2)
- Frank Southern Ice Arena
- Highland Village Park
- Mills Pool
- Park Ridge East Park
- Park Ridge Park
- Peoples Park
- Polly Grimshaw Trail
- Schmalz Farm Park
- Seminary Park
- South Sare Road and East Rhorer Road, NE corner
- South Sare Road Medians (6)
- South Sare Road (Eastside Wall)
- South Sare Road (West Side Hill)
- Southeast Park
- SR 46 Median Islands
- Waldron, Hill, & Buskirk Park (includes BPD & AJB)
- West 8th Street, Adams Street, & Vernal Pike
- Winslow Road, Rogers Road, High Street Round-A-Bout
- Winslow Sports Complex
- Winslow Woods Park

Exhibit B

"Standard of Care"

A. Technical Specifications

1. Prior to mowing, the Contractor shall inspect the property and remove all litter and debris within the mowing area and dispose of it properly. If in the course of mowing, trash is overlooked and shredded by mowers, it shall be collected and disposed of properly by the Contractor.
2. Typically the amount of trash and litter is minimal and the removal by the Contractor shall be considered within the scope of the Agreement. If the Contractor encounters a situation where an excessive amount of time would be required to clean up the site, the Contractor shall contact the City Landscaper or their designer, who will assign City staff to assist with the cleanup of the site.
3. If a question arises over where the extents (dimensions, zone, property boundaries, etc.) of mowing work under the Agreement are, the City Landscaper or their designer, will make the final determination.
4. Grass shall be cut to a height of three (3) to five (5) inches. All turf areas shall be mowed as needed so that no more than one-third (1/3) of the leaf blades are removed per mowing.
5. All lawn and grass mower blades must be kept sufficiently sharp to provide a clean and even cut.
6. All chain link fences require complete removal of vegetation from beneath the fence line.
7. The frequency of mowing should allow clippings to remain on site, but any windrow or clumping that occurs or clippings that remain on the surface which would be harmful to the turf, or unsightly, must be removed and/or disposed of by the Contractor.
8. Care should be taken not to allow grass clippings to cover sidewalks, mulch beds, infields, playground safety surfaces, etc. Any clippings that cover these areas must be removed by the Contractor.
9. Contractor's equipment shall not be permitted in any mulch bed or landscaped area of any type. This includes traversing the mulch bed while moving equipment from one area to another.
10. Concrete curbs and sidewalks shall be edged to remove any overgrowth of turf.
11. Areas under construction will be cut as much as possible and upon completion of the construction, the Contractor will complete the cutting required in the construction area.
12. During wet periods, the Contractor should avoid utilizing equipment on soft hillsides or areas where rutting of the sod might result. Work in these areas shall be rescheduled when dry conditions permit, or be string trimmed to prevent rutting of the turf.
13. The Contractor will arrange to keep sidewalks and trails open at all times. Normal mowing operations do not constitute a closure of a trail or sidewalk. Parking vehicles, trailers, or equipment on a sidewalk or trail is considered a closure of it.

14. All elements of the mowing and trimming cycle at an individual location shall be completed the same day they are started. No partial mowing will be allowed unless inclement weather forces delay. If rain or wet turf conditions exist, the Contractor shall finish the cycle as soon as favorable conditions allow.

15. All debris collected in regards to mowing services shall be disposed of off-site by the Contractor in a manner and place to ensure that no city, county, or state ordinances or laws are violated.

16. No use of herbicides around playgrounds, swimming pools, or dog park enclosures will be permitted. Herbicide use in any other area requires the prior approval of the City Landscaper or their designee. See Section 6- the Bloomington Parks and Recreation Department IPM Plan for more information.

17. If the Contractor notices any vandalism, or damage of any kind to turf, trees, bushes or any amenity located in the park area, or within of the extents of any contractually mowed area, they shall be reported to the City Landscaper or their designee, as soon as possible.

18. No tree limbs, other than those already fallen to the ground, shall be removed, trimmed, or cut without permission of the City Landscaper, Urban Forester, or their designee.

B. Provision of Labor, Tools and Equipment.

The Contractor agrees to furnish and pay all necessary expenses for all labor, tools and equipment in connection with the contracted work. The Contractor shall provide a sufficient number of operators and equipment to insure the timely completion of each mowing cycle. All equipment that is to be used on the job site must be safe and in good working order. Equipment used must have safety features and accessories as required by the Occupational Safety and Health Agency (OSHA) regulations and laws. Safety devices, guards, etc. shall be in good working order and shall not be removed or altered.

At any time during the term of the contract, the City Landscaper or their designee, has the right to inspect all equipment and materials used in carrying out the terms of the contract. Any equipment or material that does not comply with the terms of the Agreement may be rejected by the City of Bloomington.

C. Personnel

The Contractor's personnel shall, at all times, present a neat appearance, and perform all mowing services in a safe manner and with courtesy to the recreating public. The City Landscaper or their designee, and the Contractor will each be promptly notified by the other of any complaints received from members of the public. The Contractor shall utilize competent employees in performing the work specified in this Agreement. The Contractor shall assume sole responsibility for the performance of their employees and shall address any concerns promptly and to the satisfaction of the City Landscaper or their designee.

Contractor shall have a competent person in charge of its work at all times to whom the City Landscaper or their designee, may issue directives, and who shall accept and act upon such directives.

D. Safety

Mower decks shall be disengaged and string trimmers pulled up from work and allowed to idle whenever a member of the public is within fifty (50) feet of the equipment. Contractor will shut off mower, or any motorized hand equipment, if approached by a member of the public. Rotation of string trimmers and the discharge chutes of mowing equipment shall always be directed away from the street and/or members of the public. Discharge chutes on mowing equipment shall be down and in place while mowing.

The Contractor shall exercise caution at all times for the protection of persons and property. Safety provisions and all applicable OSHA safety rules, laws and ordinances shall be strictly observed. The City Landscaper or their designee, will require the Contractor to immediately discontinue all hazardous work practices upon verbal, or written, notice.

It is the Contractor's responsibility to provide all necessary safety equipment to their employees. The Contractor's personnel will adhere to all applicable OSHA standards, laws, and ordinances with regards to the use of personal protection equipment, such as safety glasses, hearing protection, clothing, and footwear.

E. Damage Provision

1. If property, other than a tree or shrub, is damaged resulting from the Contractor's negligence and has to be repaired or replaced by the City of Bloomington, the Contractor may be required to repair or replace same at the Contractor's own expense.
2. *Any damage* to the bases of trees or shrubs caused by the Contractor's equipment is strictly prohibited and will be investigated. Damage as a result of the Contractor's negligence shall result in a penalty of Seventy Five Dollars (\$ 75.00) multiplied by the diameter of the tree or shrub in inches. This penalty shall be assessed in the form of a reduction in the monthly contractual payment. At the Contractor's request, the City Landscaper will accompany the Contractor for an inspection of mowing sites specified in the contract documents prior to the first mowing cycle. During this inspection, the Contractor and City Landscaper would determine, if any, what damage already exists prior to Contractor beginning work.

EXHIBIT C

"Project Schedule"

1. The time period for these services shall begin on or about June 15, 2018 and terminate on or about November 1, 2018.
2. Work performed by the Contractor shall involve approximately 20 weekly mowing cycles and approximately five monthly cycles during the Agreement.
3. Frequency of mowing cycles will be at the discretion of the City Landscaper or their designee. Typically they will be every seven (7) to ten (10) days, depending on weather conditions.
4. The Contractor shall communicate with the City Landscaper or their designee, regarding hours, schedules, and any other conditions affecting performance of the work.
5. The Contractor may perform the work at any time, or on any day(s) of the week, except where prohibited by City of Bloomington noise ordinances, or at such times that it would be unsafe to operate mowing equipment due to the presence of the recreating public. The City of Bloomington Noise Ordinance can be found at: <http://bloomington.in.gov/noise>
6. The City Landscaper or their designee, may require that the Contractor alter their mowing schedule to prevent a conflict with a special event scheduled for any location. Notice will be given to the Contractor at least one week prior to the date of the event. The Contractor may alter the mowing schedule to prevent conflicts with the public without giving prior notice to the City.

EXHIBIT D
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 PRESIDENT of GO-2000 DRAGON LAWN CARE
(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(a)(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.

Brian Ubery
Signature
BRIAN UBERY
Printed Name



STATE OF INDIANA)
)SS:
COUNTY OF Monroe)

Before me, a Notary Public in and for said County and State, personally appeared Brian Ubery and acknowledged the execution of the foregoing this 12th day of August, 2018.

Barbara J. Denton My Commission Expires: June 24, 2024
Notary Public's Signature

Barbara J. Denton County of Residence: Monroe
Printed Name of Notary Public

EXHIBIT E

STATE OF IN)
) 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 17th day of June, 2018.

Green Dragon Lawn Care

By: BRIAN OSERY

[Signature]



STATE OF IN)
) SS:
COUNTY OF Monroe)

Before me, a Notary Public in and for said County and State, personally appeared Brian Oserly and acknowledged the execution of the foregoing this 17th day of June, 2018.

Barbara J. Dumas My Commission Expires: 06/26/2024
Notary Public's Signature

Barbara J Dumas County of Residence: Monroe
Printed Name of Notary Public

EXHIBIT F

Mowing Quote Form- Primary Locations

Location	Cost Per Mowing Cycle
4th Street & Dunn Street Parking Lot	\$ 35.00
Building and Trades Park	\$ 120.00
College Mall Road & Mooros Pike (NE Corner)	\$ 20.00
Dixie Street 1 angle Median Islands (2)	\$ 35.00
Frank Southern Inn Area	\$ 90.00
Hillside Village Park	\$ 125.00
Mills Pool	\$ 65.00
Park Ridge Care Park	\$ 100.00
Park Ridge Park	\$ 55.00
Pondus Park	\$ 40.00
Poly Grange Home	\$ 75.00
Suburban Palm Park	\$ 200.00
Summery Park	\$ 120.00
South Gate Road and East Home Road, NE Corner	\$ 75.00
South Gate Road Median (5)	\$ 100.00
South Gate Road (Outside Suburb)	\$ 35.00
South Gate Road (West Side Hill)	\$ 35.00
Southwood Park	\$ 150.00
SR 46 Median Islands	\$ 55.00
Walden Hill & Muskirk Park (Includes BFD & AID)	\$ 100.00
West 8th Street, Adams Street, & Vernal Pike	\$ 35.00
Winkley Road, Rogers Road, High Street Round A Bldg	\$ 175.00
Winking Sports Complex	\$ 250.00
Wrenow Woods Park	\$ 125.00
Total cost of all locations per mowing cycle	\$ 2025.00
Multiply by 28 (average number of cycles per year)	X 28

Total Average Yearly Cost: \$ 60,700.00

Please Remember:
 - Quoted prices MUST remain in effect for the duration of the new (1) year contract.
 - No guaranteed minimum or maximum number of mowing cycles is stated or implied.

Name of Company: GREEN DRAGON LAWN CARE
 Signature of Responsible Party: [Signature]
 Printed Name of Responsible Party: BRIAN OBERY
 Date: 3/5/18

Contact Information	Comments
Address: <u>P.O. Box 296</u>	An approved affirmative subcontract must be on file with the City of Bloomington prior to submitting quote. The following must be submitted with Quote: 1. Proof of liability, or proof of ability to obtain insurance. 2. List of mowing equipment inventory. 3. Provide two or more references. 4. Provide details of experience in the Lawn Care business.
City: <u>CLEAR CREEK</u>	
State & ZIP: <u>IN 47426</u>	
Phone #1: <u>812 824 5619</u>	
Phone #2:	
Email: <u>BRIAN@GREENARB&BALLANSRCA.COM</u>	



CITY OF BLOOMINGTON
parks and recreation

STAFF REPORT

Agenda Item:C-7
Date: 11/16/2018

Administrator
Review\Approval
PM

TO: Board of Park Commissioners
FROM: Joanna Sparks, City Landscaper
DATE: November 1, 2018
SUBJECT: Contractual Mowing Services by Green Dragon Lawn Care (Alternate Locations)

Recommendation

Staff recommends the approval of the renewal of the Contract with Green Dragon Lawn Care to perform regular mowing services at 13 locations during 2019 for \$51,610.00.
Funding source: 200-18-189000-53990

Background

The Operations Division has increasingly turned to mowing service contractors for grounds maintenance at selected park properties, facilities, and public right-of-ways in an ongoing effort to increase efficiency and lower costs. Green Dragon Lawn Care of Bloomington was awarded this mowing contract in 2018. They met all requirements in the contract and consistently exceeded expectations.

RESPECTFULLY SUBMITTED,

Joanna Sparks

Joanna Sparks, City Landscaper

ADDENDUM I
TO
AGREEMENT BETWEEN CITY OF BLOOMINGTON PARKS AND RECREATION DEPARTMENT
AND
GREEN DRAGON LAWN CARE FOR MOWING SERVICES
(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 Green Dragon Lawn Care (“Contractor”) to provide mowing services at 13 locations (Exhibit A is attached hereto and incorporated into this Addendum); and

WHEREAS, the Agreements expires on November 30, 2018, and

WHEREAS, the Department and Contractor wish to extend the Agreement for one additional year without changing any other terms of the Agreement; and

WHEREAS, pursuant to Article 26 of said Agreement, Agreement may be modified only by a written amendment signed by both parties; and

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

Article 1. Term: To amend Article 1 of the Agreement to change the completion day from November 30, 2018, to October 31, 2019.

Article 2. Schedule: To amend Article 6 (Schedule) to reflect the 2019 schedule: The Services for 2019 shall begin on or about April 1, 2019, and conclude on or about October 31, 2019.

Article 3. Compensation: Compensation paid to Green Dragon in 2019 shall not exceed the amount of Fifty Thousand Six Hundred Ten Dollars and Zero Cents (\$51,610.00). The payments will be made according to Contractor’s monthly invoice for the amount of work completed only.

Article 4. Modification: All other terms of the original Agreement (entered in on April 10, 2018) are still intact. Any other modification to the 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

GREEN DRAGON LAWN CARE

Paula McDevitt, Director
Parks and Recreation Department

Brian Obery

Kathleen Mills, Park Board President
Board of Park Commissioners

Title of Contractor Representative

Philippa M. Guthrie, Corporation Counsel

EXHIBIT "A"

Agreement



MEMORANDUM

TO: Philippa Guthrie
FROM: Paula McDevitt
DATE: March 15, 2018
RE: Contractual Mowing by Green Dragon Lawn Care

Funding Source: 200-18-189000-53990

Total Dollar Amount of Contract: \$51,610.00

Expiration Date of Contract: November 1, 2018

Renewal Date: NA

Department Head Initials of Approval: PM

Due Date For Signature: March 23, 2018

Record Destruction Date (Legal Dept to fill in): 2028

Legal Department Internal Tracking #: 18-168

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:

To provide mowing services at the following locations:

- 6th Street & Lincoln Street
- 7th Street & Morton Street
- Banneker Community Center
- City Hall/ Showers Commons
- Crestmont Park
- Ferguson Dog Park
- Kirkwood Avenue & North Adams Street (SW corner)
- Latimer Woods
- McDoel Gardens
- Miller-Showers Park
- Patterson Drive
- RCA Community Park
- Rev. Ernest D. Butler Park

**AGREEMENT
BETWEEN
CITY OF BLOOMINGTON
PARKS AND RECREATION DEPARTMENT
AND
GREEN DRAGON LAWN CARE
FOR
2018 MOWING SERVICES AT 13 LOCATIONS**

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 Green Dragon Lawn Care ("Contractor"),

WITNESSETH:

WHEREAS, the Department wishes to retain the Contractor's services for 2018 mowing services at thirteen locations (more particularly described in Exhibit A, "Scope of Work"); and

WHEREAS, the Department requires the services of a professional contractor in order to perform these mowing services (the "Services" as further defined below); and

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

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

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

Article 1. Scope of Services

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

Contractor shall complete the Services required under this Agreement on or before November 30, 2018, unless the parties mutually agree to a later completion date. Completion shall mean completion of all work related to the Services. The term of this contract shall be for one year with the option to renew for two more terms (three year maximum) under exact terms of original contract.

In the performance of Contractor's work, Contractor agrees to maintain such coordination with the Department as may be requested and desirable, including primary coordination with Joanna Sparks, City Landscaper, 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. Standard of Care is specified in, but is not limited to, Exhibit B, “Standard of Care”, attached hereto and incorporated into this Agreement.

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 Fifty-one Thousand, Six Hundred Ten Dollars and Zero Cents (\$51, 610.00) as specified in Exhibit F, “Mowing Quote Form”, attached hereto and incorporated into this Agreement. Contractor shall submit an invoice to the Department upon the completion of the Services described in Article 1. Invoices may be sent via first class mail postage prepaid or via email. Payment will be remitted to Contractor within forty-five (45) days of receipt of invoice. The invoice shall be sent to:

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

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

Article 5. Appropriation of Funds

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

Article 6. Schedule

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

Article 7. Termination

In the event of a party’s substantial failure to perform in accordance with the terms of this Agreement, the other party shall have the right to terminate the Agreement upon written notice. The

nonperforming party shall have fourteen (14) calendar days from the receipt of the termination notice to cure or to submit a plan for cure acceptable to the other party.

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

Article 8. Identity of the Contractor

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

Article 9. Opinions of Probable Cost

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

Article 10. Reuse of Instruments of Service

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

Article 11. Ownership of Documents and Intellectual Property

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

developed, utilized or modified in the performance of the Services shall remain the property of Contractor.

Article 12. Independent Contractor Status

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

Article 13. Indemnification

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

Article 14. Insurance

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

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

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

Contractor shall provide evidence of each insurance policy to the Department prior to the commencement of work under this Agreement. Approval of the insurance by the Department shall not relieve or decrease the extent to which Contractor may be held responsible for payment of damages resulting from Contractor's provision of the Services or its operations under this Agreement. If Contractor fails or refuses to procure or maintain the insurance required by these provisions, or

fails or refuses to furnish the Department's required proof that the insurance has been procured and is in force and paid for, the Department shall have the right at its election to terminate the Agreement.

Article 15. Conflict of Interest

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

Article 16. Waiver

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

Article 17. Severability

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

Article 18. Assignment

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

Article 19. Third Party Rights

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

Article 20. Governing Law and Venue

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

Article 21. Non-Discrimination

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

Article 22. Compliance with Laws

In performing the Services under this Agreement, Contractor shall comply with any and all applicable federal, state and local statutes, ordinances, plans and regulations, including any and all regulations for protection of the environment. Where such statutes, ordinances, plans or regulations of any public authority having any jurisdiction over the project are in conflict, Contractor shall proceed using its

best judgment only after attempting to resolve any such conflict between such governmental agencies, and shall notify the Department in a timely manner of the conflict, attempts of resolution, and planned course of action.

Article 23. E-Verify

Contractor is required to enroll in and verify the work eligibility status of all newly-hired employees through the E-Verify program. (This is not required if the E-Verify program no longer exists). Contractor shall sign an affidavit, attached as Exhibit D, 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	Green Dragon Lawn Care
Attn: Joanna Sparks, City Landscaper	Attn: Brian Obery, Owner
401 N. Morton, Suite 250	P.O. Box 296
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

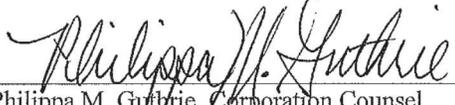
This Agreement, including all Exhibits incorporated by reference, represents the entire and integrated agreement between the Department and the Contractor. It supersedes all prior and contemporaneous communications, representations and agreements, whether oral or written, relating to the subject matter 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 E, affirming that Contractor has not engaged in any collusive conduct. Exhibit E 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

GREEN DRAGON LAWN CARE

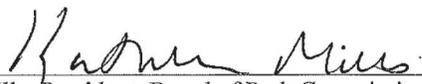


Brian Oberg, Owner

CITY OF BLOOMINGTON PARKS AND RECREATION



Paula McDevitt, Director



Kathleen Mills, President, Board of Park Commissioners

CITY OF BLOOMINGTON
Controller
Reviewed by: 
DATE: 3-16-18
FUND/ACCT: 200-189000-53990 7

CITY OF BLOOMINGTON
Legal Department
Reviewed By: 
DATE: 03-16-18

EXHIBIT A
“Scope of Work”

The Services shall include the following:

A. Mowing Locations

6th Street & Lincoln Street
7th Street & Morton Street
Banneker Community Center
City Hall/ Showers Commons
Crestmont Park
Ferguson Dog Park
Kirkwood Avenue & North Adams Street (SW corner)
Latimer Woods
McDoel Gardens
Miller-Showers Park
Patterson Drive
RCA Community Park
Rev. Ernest D. Butler Park

Exhibit B
“Standard of Care”

A. Technical Specifications

1. Prior to mowing, the Contractor shall inspect the property and remove all litter and debris within the mowing area and dispose of it properly. If in the course of mowing, trash is overlooked and shredded by mowers, it shall be collected and disposed of properly by the Contractor.
2. Typically the amount of trash and litter is minimal and the removal by the Contractor shall be considered within the scope of the Agreement. If the Contractor encounters a situation where an excessive amount of time would be required to clean up the site, the Contractor shall contact the City Landscaper or their designee, who will assign City staff to assist with the cleanup of the site.
3. If a question arises over where the extents (dimensions, scale, property boundaries, etc.) of mowing work under the Agreement are, the City Landscaper or their designee, will make the final determination.
4. Grass shall be cut to a height of three (3) to five (5) inches. All turf areas shall be mowed as needed so that no more than one-third (1/3) of the leaf blades are removed per mowing.
5. All lawn and grass mower blades must be kept sufficiently sharp to provide a clean and even cut.
6. All chain link fences require complete removal of vegetation from beneath the fence line.
7. The frequency of mowing should allow clippings to remain on site, but any windrow or clumping that occurs or clippings that remain on the surface which would be harmful to the turf, or unsightly, must be removed and/or disposed of by the Contractor.
8. Care should be taken not to allow grass clippings to cover sidewalks, mulch beds, infields, playground safety surfaces, etc. Any clippings that cover these areas must be removed by the Contractor.
9. Contractor’s equipment shall not be permitted in any mulch bed or landscaped area of any type. This includes traversing the mulch bed while moving equipment from one area to another.
10. Concrete curbs and sidewalks shall be edged to remove any overgrowth of turf.
11. Areas under construction will be cut as much as possible and upon completion of the construction, the Contractor will complete the cutting required in the construction area.
12. During wet periods, the Contractor should avoid utilizing equipment on soft hillsides or areas where rutting of the sod might result. Work in these areas shall be rescheduled when dry conditions permit, or be string trimmed to prevent rutting of the turf.
13. The Contractor will arrange to keep sidewalks and trails open at all times. Normal mowing operations do not constitute a closure of a trail or sidewalk. Parking vehicles, trailers, or equipment on a sidewalk or trail is considered a closure of it.

14. All elements of the mowing and trimming cycle at an individual location shall be completed the same day they are started. No partial mowing will be allowed unless inclement weather forces delay. If rain or wet turf conditions exist, the Contractor shall finish the cycle as soon as favorable conditions allow.

15. All debris collected in regards to mowing services shall be disposed of off-site by the Contractor in a manner and place to ensure that no city, county, or state ordinances or laws are violated.

16. No use of herbicides around playgrounds, swimming pools, or dog park enclosures will be permitted. Herbicide use in any other area requires the prior approval of the City Landscaper or their designee. See Section 6- the Bloomington Parks and Recreation Department IPM Plan for more information.

17. If the Contractor notices any vandalism, or damage of any kind to turf, trees, bushes or any amenity located in the park area, or within of the extents of any contractually mowed area, they shall be reported to the City Landscaper or their designee, as soon as possible.

18. No tree limbs, other than those already fallen to the ground, shall be removed, trimmed, or cut without permission of the City Landscaper, Urban Forester, or their designee.

B. Provision of Labor, Tools and Equipment.

The Contractor agrees to furnish and pay all necessary expenses for all labor, tools and equipment in connection with the contracted work. The Contractor shall provide a sufficient number of operators and equipment to insure the timely completion of each mowing cycle. All equipment that is to be used on the job site must be safe and in good working order. Equipment used must have safety features and accessories as required by the Occupation Safety and Health Agency (OSHA) regulations and laws. Safety devices, guards, etc. shall be in good working order and shall not be removed or altered.

At any time during the term of the contract, the City Landscaper or their designee, has the right to inspect all equipment and materials used in carrying out the terms of the contract. Any equipment or material that does not comply with the terms of the Agreement may be rejected by the City of Bloomington.

C. Personnel

The Contractor's personnel shall, at all times, present a neat appearance, and perform all mowing services in a safe manner and with courtesy to the recreating public. The City Landscaper or their designee, and the Contractor will each be promptly notified by the other of any complaints received from members of the public. The Contractor shall utilize competent employees in performing the work specified in this Agreement. The Contractor shall assume sole responsibility for the performance of their employees and shall address any concerns promptly and to the satisfaction of the City Landscaper or their designee.

Contractor shall have a competent person in charge of its work at all times to whom the City Landscaper or their designee, may issue directives, and who shall accept and act upon such directives.

D. Safety

Mower decks shall be disengaged and string trimmers pulled up from work and allowed to idle whenever a member of the public is within fifty (50) feet of the equipment. Contractor will shut off mower, or any motorized hand equipment, if approached by a member of the public. Rotation of string trimmers and the discharge chutes of mowing equipment shall always be directed away from the street and/or members of the public. Discharge chutes on mowing equipment shall be down and in place while mowing.

The Contractor shall exercise caution at all times for the protection of persons and property. Safety provisions and all applicable OSHA safety rules, laws and ordinances shall be strictly observed. The City Landscaper or their designee, will require the Contractor to immediately discontinue all hazardous work practices upon verbal, or written, notice.

It is the Contractor's responsibility to provide all necessary safety equipment to their employees. The Contractor's personnel will adhere to all applicable OSHA standards, laws, and ordinances with regards to the use of personal protection equipment, such as safety glasses, hearing protection, clothing, and footwear.

E. Damage Provision

1. If property, other than a tree or shrub, is damaged resulting from the Contractor's negligence and has to be repaired or replaced by the City of Bloomington, the Contractor may be required to repair or replace same at the Contractor's own expense.
2. *Any damage* to the bases of trees or shrubs caused by the Contractor's equipment is strictly prohibited and will be investigated. Damage as a result of the Contractor's negligence shall result in a penalty of Seventy Five Dollars (\$ 75.00) multiplied by the diameter of the tree or shrub in inches. This penalty shall be assessed in the form of a reduction in the monthly contractual payment. At the Contractor's request, the City Landscaper will accompany the Contractor for an inspection of mowing sites specified in the contract documents prior to the first mowing cycle. During this inspection, the Contractor and City Landscaper would determine, if any, what damage already exists prior to Contractor beginning work.

EXHIBIT C

“Project Schedule”

1. The time period for these services shall begin on or about April 1, 2018 and terminate on or about November 1, 2018.
2. Work performed by the Contractor shall involve *approximately* 26 weekly mowing cycles and *approximately* seven monthly cycles during the Agreement.
3. Frequency of mowing cycles will be at the discretion of the City Landscaper or their designee. Typically they will be every seven (7) to ten (10) days, depending on weather conditions.
4. The Contractor shall communicate with the City Landscaper or their designee, regarding hours, schedules, and any other conditions affecting performance of the work.
5. The Contractor may perform the work at any time, or on any day(s) of the week, except where prohibited by City of Bloomington noise ordinances, or at such times that it would be unsafe to operate mowing equipment due to the presence of the recreating public. The City of Bloomington Noise Ordinance can be found at: <http://bloomington.in.gov/noise>
6. The City Landscaper or their designee, may require that the Contractor alter their mowing schedule to prevent a conflict with a special event scheduled for any location. Notice will be given to the Contractor at least one week prior to the date of the event. The Contractor may alter the mowing schedule to prevent conflicts with the public without giving prior notice to the City.

EXHIBIT D
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 Green Dragon Lawn Care
(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.

Brian Obery
Signature
BRIAN OBERY
Printed Name

STATE OF INDIANA)
)SS:
COUNTY OF Monroe)

Before me, a Notary Public in and for said County and State, personally appeared Brian Obery and acknowledged the execution of the foregoing this 10th day of April, 2018.

Barbara J Dunbar My Commission Expires: 6/26/2024
Notary Public's Signature

Barbara J Dunbar County of Residence: Monroe
Printed Name of Notary Public

EXHIBIT E

STATE OF IN)
) 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 10th day of April, 2018.

Green Dragon Lawn Care

By: Brian Obery
BRIAN OBERY

STATE OF IN)
) SS:
COUNTY OF Monroe)

Before me, a Notary Public in and for said County and State, personally appeared Brian Obery and acknowledged the execution of the foregoing this 10th day of April, 2018.

Barbara J Dunbar
Notary Public's Signature

My Commission Expires: 6/20/2024

Barbara J Dunbar
Printed Name of Notary Public

County of Residence: Monroe

EXHIBIT F

Mowing Quote Form- Alternate Locations

Location	Cost Per Mowing Cycle
5th Street & Lincoln Street	\$ 35.00
7th Street & Morton Street	\$ 35.00
Bunkeker Community Center	\$ 65.00
City Hall Showers Corral	\$ 100.00
Greenland Park	\$ 320.00
Ferguson Dog Park	\$ 400.00
Kirkwood Avenue & South Adams Street (SW corner)	\$ 75.00
Lulliner Woods	\$ 70.00
McDoel Gardens	\$ 50.00
Miller Showers Park	\$ 265.00
Parlerson Drive	\$ 80.00
RCA Community Park	\$ 240.00
Roy, Ernest C. Butler Park	\$ 250.00
Total cost of all locations per mowing cycle	\$ 1985.00
Multiply by 26 (average number of cycles per year)	X 26

Total Average Yearly Cost: \$ 51,810.00

Please Remember:

- Quoted prices MUST remain in effect for the duration of the one (1) year contract.
- No guaranteed minimum or maximum number of mowing cycles is stated or implied.

Name of Company: GREEN DRAGON LAWN CARE

Signature of Responsible Party: *[Signature]*

Printed Name of Responsible Party: BRIAN DEERY

Date: 3/5/18

Contact Information	Requirements
Address: P.O. Box 296	An approved alternative action plan must be on file with the City of Boonville prior to submitting quote.
City: CLEAR CREEK	The following must be submitted with Quote:
State & ZIP: IN 47426	1. Proof of insurance or proof of ability to obtain insurance.
Phone #1: 812 824 5619	2. List of mowing equipment inventory.
Phone #2:	3. Provide two or more references.
E-mail:	4. Provide details of experience in the Lawn Care business.



CITY OF BLOOMINGTON
parks and recreation

STAFF REPORT

Agenda Item: C-8
Date: 11/16/2018

Administrator
Review\Approval
PM

TO: Board of Park Commissioners
FROM: Joanna Sparks, City Landscaper
DATE: November 1, 2018
SUBJECT: **CONTRACT FOR VEGETATION MANAGEMENT IN GRIFFY LAKE
NATURE PRESERVE & MILLER-SHOWERS PARK**

Recommendation

Staff recommends the approval of this Contract with Eco Logic, LLC for the treatment of invasive plants in Griffy Lake Nature Preserve and to begin implementation of the Vegetation Management Plan for Miller-Showers Park. The funding sources for these projects are: 200-18-184000-53990 (\$15,495.00) and 200-18-189000-53990 (\$5000.00)

Background

The goal of the Griffy Lake Nature Preserve project will be to treat the non-native invasive plant Lesser Celandine in the southwestern areas of the property.

The Miller-Showers Park project is the first phase of a 10 year Vegetation Management Plan designed to remove invasive species and plant natives. The goal is to dramatically improve the 'curb appeal' of this property as well as to improve/expand habitat for pollinators, birds, turtles, and other animals.

RESPECTFULLY SUBMITTED,

Joanna Sparks

Joanna Sparks, City Landscaper

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

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

WITNESSETH:

WHEREAS, the Department wishes to remove invasive plant species (esp. lesser celandine) in Griffy Lake Nature Preserve; and

WHEREAS, the Department wishes to begin the implementation of the 10 Year Vegetation Management Plan for Miller-Showers Park; and

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

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

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

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

Article 1. Scope of Services

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

Consultant shall complete the Services required under this Agreement on or before December 31, 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 Joanna Sparks as the Department’s Project Manager. Consultant agrees that any information or documents, including digital GIS information, supplied by the Department pursuant To Article 3, below, shall be used by Consultant for this project only, and shall not be reused or reassigned for any other purpose without the written permission of the Department.

Article 2. Standard of Care

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

Article 3. Responsibilities of the Department

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

Article 4. Compensation

The Department shall pay Consultant for all fees and expenses in an amount not to exceed Twenty Thousand Four Hundred Ninety Five Dollars (\$20,495.00). Consultant shall submit an invoice to the Department upon the completion of the Services described in Article 1. Invoices may be sent via first class mail postage prepaid or via email. Payment will be remitted to Consultant within forty-five (45) days of receipt of invoice. The invoice shall be sent to:

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

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

Article 5. Appropriation of Funds

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

Article 6. Schedule

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

Article 7. Termination

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

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

Article 8. Identity of the Consultant

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

Article 9. Opinions of Probable Cost

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

Article 10. Reuse of Instruments of Service

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

Article 11. Ownership of Documents and Intellectual Property

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

Article 12. Independent Contractor Status

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

Article 13. Indemnification

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

Article 14. Insurance

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

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

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

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

Article 15. Conflict of Interest

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

Article 16. Waiver

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

Article 17. Severability

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

Article 18. Assignment

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

Article 19. Third Party Rights

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

Article 20. Governing Law and Venue

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

Article 21. Non-Discrimination

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

Article 22. Compliance with Laws

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

Article 23. E-Verify

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

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

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

Article 24. Notices

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

Department:

Consultant:

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

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

Article 25. Intent to be Bound

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

Article 26. Integration and Modification

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

Article 27. Non-Collusion

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

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

CITY OF BLOOMINGTON

ECO LOGIC, LLC

Philippa M. Guthrie, Corporation Counsel

Spencer Goehl, Executive Director

CITY OF BLOOMINGTON PARKS AND RECREATION

Paula McDevitt, Director

Kathleen Mills, President,
Board of Park Commissioners

EXHIBIT A

“Scope of Work”

The Services shall include the following:

Griffy Lake Nature Preserve-

Eco Logic proposes to control lesser celandine at Lake Griffy in the spring of 2019 utilizing foliar herbicide applications of Imazapyr and Glyphosate. All chemicals utilized will be considered water safe by the EPA, and will be applied according to the federally approved pesticide label. The City of Bloomington Parks and Recreation staff will be notified prior to beginning work, providing ample time to coordinate our activities with park users. Eco Logic will place pesticide application flags at all trail heads during the application to inform the public of the herbicide application. We expect most of the herbicide application to be completed using gas powered hydraulic units. Work unit boundaries will be pre-determined by Parks staff and communicated to field crews via maps and GPS. \$ 4,995.00

Miller-Showers Park-

Eco Logic will perform vegetation management services at Miller-Showers Park to begin to implement the *10 Year Vegetation Management Plan* they drafted in October 2018. This will include, but not be limited to: treatment of invasive woody vegetation (cut stump/basal bark), foliar treatment of native planting areas, and follow-up treatments. Implementation of the *10 Year Vegetation Management Plan* will be accomplished as a joint effort between Parks Landscaping staff and Eco Logic, LLC. \$15,500.00

Suggested Restoration Plan for Miller Showers (2018-2019):

1. Herbicide application would occur in late fall 2018 with a second treatment in April of 2019. Spring 2019 Eco Logic plant installation to occur in current lawn areas at the southwest corner of the park. Plant installation will likely occur in the 2nd half of April dependent on the weather (*Parks Landscaping staff will assist with planting*).
2. Two lawn areas will have site preparation occur during the growing season in 2019 followed by dormant sowing in the late fall/early winter of 2019 (*Parks Landscaping staff will assist with planting*). Broadleaf herbicide applications will occurring in late spring with a final non-selective herbicide application in September. Mowing will continue under contract through September. The areas consist of the sloping lawn area in the southeastern portion of the park and the large lawn area in the west central portion of the park.
3. Site preparation will begin in 2019 on several degraded areas of the planting. These include the east central portion of the planting north of the large bald cypress, the west central portion adjacent to the retaining wall bordering the wetland, the southwest portion bordering the sidewalk currently dominated by cupplant, and the area west of the northwestern-most wetland cell. Site preparation in the 2019 will primarily consist of repeated applications of selective broadleaf herbicides on invasive species.

EXHIBIT B

“Project Schedule”

Consultant shall complete the Services required under this Agreement on or before December 31, 2019, unless the parties mutually agree to a later completion date. Completion shall mean completion of all work related to the Services.

EXHIBIT D

STATE OF _____)
) SS:
COUNTY OF _____)

NON-COLLUSION AFFIDAVIT

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

OATH AND AFFIRMATION

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

Dated this _____ day of _____, 2018.

Eco Logic, LLC

By: _____

STATE OF _____)
) SS:
COUNTY OF _____)

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

Notary Public's Signature My Commission Expires: _____

Printed Name of Notary Public County of Residence: _____



CITY OF BLOOMINGTON
parks and recreation

STAFF REPORT

Agenda Item: C-9
Date: 11/16/2018

Administrator
Review\Approval
PM

TO: Board of Park Commissioners
FROM: Barb Dunbar, Operations Coordinator
DATE: November 14, 2018
SUBJECT: WOODS ELECTRIC ADDENDUM #2

Recommendation

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

Background

At the August 21, 2018 meeting, the Board approved an addendum to the original service agreement with Woods Electrical Contractor's Inc. in the amount of Eight Thousand Dollars (\$8,000). As a result of additional electric repairs, the compensation exceeded the agreed upon amount. To continue services for the remainder of the year, staff recommends an increase to the amount of compensation to not to exceed Fifteen Thousand Dollars (\$15,000). All other terms of the agreement are still intact. Woods Electric provides excellent service and is in good standing with the department.

RESPECTFULLY SUBMITTED,

Barb Dunbar, Operations Coordinator

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

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

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

WHEREAS, on August 21, 2018, the Department amended the Agreement to modify the compensation to Eight Thousand Dollars (\$8,000) to cover the extra expenses caused by said additional repairs; and

WHEREAS, the additional compensation was not sufficient; and

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

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

Article 1. Compensation: To amend the Agreement to increase the compensation to not to exceed Fifteen Thousand Dollars (\$15,000).

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

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

CITY OF BLOOMINGTON

WOODS ELECTRICAL CONT'S, INC

Paula McDevitt, Director
Parks and Recreation Department

Roger Woods, Owner

Kathleen Mills, President
Board of Park Commissioners

Philippa M. Guthrie, Corporation Counsel



CITY OF BLOOMINGTON
parks and recreation

STAFF REPORT

Agenda Item: C-10
Date: 11/16/2018

Administrator
Review\Approval
PM

TO: Board of Park Commissioners
FROM: Crystal Ritter
DATE: November 27, 2018
SUBJECT: REVIEW/APPROVAL OF UPDATES TO PARK SPECIAL USE EVENT, TRAIL SPECIAL USE, MOBILE STAGE RENTAL AND ALCOHOL PERMITS

Recommendation

Staff recommends the approval of the 2019 applications for special event permit, B-Line special event permit, mobile stage rentals, and alcohol guidelines.

Background

The original special event permit application/process was first approved by the Board of Park Commissioners in 2006. Since then, we have added a permit application/process for the B-Line Trail/other Parks trails and alcohol use guidelines for special events. We continued to use the mobile stage rental application from 2006. This is to update all of those applications/processes for the 2019 calendar year.

Noteworthy changes include:

Changes to Alcohol guidelines to reflect updates to Indiana laws enforced by Indiana State Alcohol and Tobacco Commission. Changes to the alcohol guidelines to make "beer and wine sales" only more clear to applicants. Changes to the Park Special Use and Trail Special Use Permit requiring a weather contingency plan and on-site supervisor contact information. Updates to prices as approved in the 2019 Price Schedule.

RESPECTFULLY SUBMITTED,

Crystal Ritter, Community Events Coordinator



CITY OF BLOOMINGTON
parks and recreation

PARK SPECIAL EVENT APPLICATION

City of Bloomington
Parks and Recreation Department
401 N. Morton Street, Suite 250
Bloomington, IN 47401
812-349-3700

- Park operating hours are 5:00a.m. to 11:00p.m.
- Permit applications must be submitted to the Department at least **six weeks prior** to event
- An application for Special Use shall not become a permit until it has been approved and signed by the Department.
- Application approval will not be finalized without submittal of an application, certificate of insurance and payment of all fees/charges/deposits.

1. Applicant Information

Contact Name: _____
 Contact Phone: _____ Mobile Phone: _____
 Title/Position: _____
 Organization: _____
 Address: _____
 City, State, Zip: _____
 Contact Email Address: _____
 Organization Email and URL: _____
 Organization Phone Number: _____ Fax Number: _____

2. Event Information

Name of Event: _____
 Type of Event: Concert Cultural Reunion Entertainment
 Fundraiser Parade Sports Walk/ Run
 Festival Public Info

(All Events: A map detailing placement of event (site map) will be required for all events. If you are requesting that any public street be partially closed/blocked off, please contact the City of Bloomington Economic and Sustainable Development Department (812)349-3700. GIS maps are available on line at <http://bloomington.in.gov/maps/>. A copy of your proposed route must be attached to this application.)

Date (s) of Event: _____
 Time of Event: _____ Date: _____ Start: _____
 Date: _____ End: _____
 Setup/Teardown time Needed: Date: _____ Start: _____
 Date: _____ End: _____

Description of Event:



CITY OF BLOOMINGTON
parks and recreation

Expected Number of Participants: _____
Peak Attendance: _____ at Time: _____

Requested Event Location: Park Name _____

Facilities in Park (e.g. shelter, park, grounds, etc.) _____

(If event is on park grounds or more than one facility is being used, please provide map showing parking, activity venues, first aid, etc.)

3. Event Specifics

Will any signs, banners or flyers be hung or posted? _____

Do you plan to erect temporary structures such as stages, tents, booths, tables, bounce houses, etc. for this event? _____

(If yes, please describe below, including size, capacity, how many, etc. Location of all items must be shown on your site map. **Tents may not be staked without prior approval. All components of vendor display, including tents, umbrellas and signs, must be properly secured on all sides**)

Company contracting with on above items: _____

Company Name: _____ Contact Person: _____

Address: _____

Telephone Number: _____

Company Name: _____ Contact Person: _____

Address: _____

Telephone Number: _____

Is this event open to the public? Yes No

Accommodations you are providing for person with special needs:

Will donation/contributions be accepted during this event? Yes No

Will there be an admission charge to attend/participate? Yes No

Type Fee(s): _____ Fee Amount: _____

Do you plan to sell, distribute or give away refreshments and/or merchandise?

Yes No

List Type and Number of Booths:

(Bloomington Parks and Recreation will charge a \$25.00-\$35.00 vending fee for each vendor/booth selling food/merchandise and/or any admission charges or monies collected while on park property.)

Do you plan to sell or distribute alcohol?

(Alcohol sales in City-owned parks, trails, and spaces require the approval of Board of Park Commissioners and Director of Parks and Recreation. Please see the "2019 Guidelines for Requesting/Approval of Alcohol Sales with an Approved Event Permit".)

Yes No



CITY OF BLOOMINGTON
parks and recreation

Will there be displays, literature, or other types of solicitation?

Yes No

Do you request access to the restrooms in the Allison- Jukebox Community Center?

(There is a minimum charge of \$35/hr to open the Allison-Jukebox for restroom use. Use of the “Whole Building” at the Alison Jukebox Community Center includes the 2 available activity rooms, the restrooms, and the kitchenette area of the building.)

Yes No

Please check all that is needed:

<input type="checkbox"/> Activity Room – Carpet	Per Hour \$35-\$55 per hour
<input type="checkbox"/> Activity Room - Tile	\$35-\$55 per hour
<input type="checkbox"/> Restroom only with Park Use	\$30-\$50 per hour
<input type="checkbox"/> Whole Building	\$55-\$85 per hour

Are you providing additional portable toilets for your event? Yes No

How Many? _____ Location: (show on map) _____

(Notice: The City of Bloomington Parks and Recreation Department requires you to have 1 (one) rest room facility for every 500 participants. If number needed exceeds what park has available, it will be the organization’s/event organizer/s responsibility to acquire the necessary number. Proof of payment will be required with application.)

Please describe how you plan to remove trash from the event site:

Person responsible for cleanup: _____

Contact Name: _____ Relationship to Organization: _____

Contact Number: _____

1. Event Security

What are you plans for severe weather?

Do you have a scheduled rain date or location? Yes No

If yes, please list: _____

Who will be the on-site person responsible for making weather/emergency decisions?

(In the event of an emergency at your event, please notify Bloomington Parks and Recreation within 24 hours of the emergency situation occurring. Please contact 812.349.3725.)

Contact Person: _____

Contact Phone Number: _____



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parks and recreation

What are your plans for providing security, traffic and/or crowd control:

Contact Person: _____

Company Name: _____

Contact Phone Number: _____

What are your parking plans? Overflow Parking?

What are your plans for providing emergency/medical services?

2. Event Entertainment

Do you plan on providing musical entertainment for this event? Yes No

Describe: _____

Will any type of sound amplifying equipment or devices be used in conjunction with this event?

Yes No

Type of Equipment: _____

Quantity: _____

If musical entertainment is used, please list contact information for sound technicians:

Do you plan to provide other entertainment for this event? Yes No

Attach planned program: _____

Events with animals require additional considerations and Animal Control approval. Are you planning to pursue permission for animals at your event?

Yes No

Are you providing a generator as a power source? Yes No

Electrical Needs: _____

Are there any special provisions pertaining to your event that have not been addressed on this application? Yes No

If yes, please list: _____



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parks and recreation

APPLICATIONS MUST HAVE THE FOLLOWING TO BE ACCEPTED

- Application for Rental Agreement
- Application Fee \$25/non-refundable
- Event Site Plan
- Event Agenda/List of Activities

By signing and submitting this application, the permit applicant agrees to abide by the rules and regulations of the Department of Parks and Recreation including, but not limited to, the conditions as stated on this application and the City of Bloomington Parks and Recreation Department Rental Agreement.

Please Read Carefully :

I, a duly authorized representative of the applicant, hereby affirm that the submitted information is true and correct to the best of my knowledge. As such, I have been authorized by the applicant to apply for this permit and have read, understand and agree to comply with all rules concerning the use of a Bloomington Parks and Recreation park. The applicant agrees that while renting the park, the applicant will not exclude anyone from participation in, deny anyone benefits of, or otherwise subject anyone to discrimination because of that person’s race, color, sex, religion, creed, sexual orientation, national origin or ancestry, age or handicap. Under this Special Event Permit, the applicant assumes all responsibility for proper conduct in the park as outlined above, including assuring there is no consumption of alcoholic beverages.

I _____, on behalf of the permit applicant, shall agree to release, hold harmless, and forever indemnify the City of Bloomington, its employees, officers, and agents from any and all claims or causes of action that may arise from the activities described herein. This includes claims for personal injury, property damage, and/or any other types of claim which may arise from these activities, whether such claims may be brought by the permit applicant or any of its agents, or by any third party.

I have read this release and understand all of its terms. I agree with its terms and sign it voluntarily.

Signature

Date



CITY OF BLOOMINGTON
parks and recreation

401 N. Morton St. · Suite 250

P.O. Box 848 · Bloomington · IN · 47402

OFFICIAL EVENT PERMIT APPLICATION TRAILS
City of Bloomington Parks and Recreation Department (BPRD)
(Please Print or Type)

- Parks and trail operating hours are 5:00 a.m. to 11:00 p.m.
- Permit applications must be submitted to the Department at least **six weeks prior** to event
- An application for Special Use shall not become a permit until it has been approved and signed by the Department. Application approval will not be finalized without submittal of an application, certificate of insurance and payment of all fees/charges/deposits.

Type of Organization: (check all that apply)

Governmental:

- City of Bloomington
- Monroe County
- Other _____

- Department-Affiliated
- Non-Profit
- Tax ID# _____
- Non-Profit Fundraising Event
- Tax ID# _____

- Private – City Resident
- Private – Non-Resident
- Profit Making
- Other _____

Please complete entire application:

Date of Application: _____

Date of Proposed Event: _____

Contact Information:

1. Organization applying for Trail Use Permit:

Organization: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Telephone #: _____

E-mail: _____

2. Name of organizational **contact** responsible for managing event

(Please list the one representative that will be responsible for all communication):

Name: _____ Title: _____

Address/Phone Number (If different)

Address: _____

City: _____ State: _____ Zip Code: _____

Telephone #: _____

E-mail: _____



CITY OF BLOOMINGTON
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Event Logistics:

3. Name of event: _____

4. Type of event: (Please check as many as applicable)

- Concert Entertainment Parade (*) Public Info. Environmental
 Cultural Endurance Fund Raiser Walkathons/fitness Walk/Run (*)
 Other (please explain) _____

All Events: A map detailing event route (site map) will be required for all events. If you are requesting that any public street be partially closed/blocked off, please contact the City of Bloomington Economic and Sustainable Development Department (812)349-3418. GIS maps are available on line at <http://bloomington.in.gov/maps/>

*A copy of your proposed route must be attached to this application.

5. Event Description? (Please explain and attach a detailed copy of your route map and planned activities.)

6. Requested route along the trail: _____

If event is on park grounds or more than one facility is being used, please provide map showing parking, activity venues, first aid, etc.

7. Requested date(s) and time(s) for event:

Event Activity	Starting Date	Ending Date(s)	Starting Time	Ending Time	Set-up Date/Time	Dismantle Date/Time

(a) Designated date for inclement weather? (rain date) Yes No

If yes, date: _____

8. Total number of anticipated participants (i.e. volunteers, spectators, walkers, runners, etc.): _____ . Peak Attendance: _____ at time _____ a.m. p.m.

9. Is this a first time event for you or the sponsoring organization at this location? Yes No
(a) If not how does this event differ from (a) similar event(s) in previous years(s)?

(b) Attendance totals for last event: Daily _____ Overall _____



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parks and recreation

10. How do you plan to publicize this proposed event? (If available, please attach a copy of proposed publicity plan or flyer) **PLEASE DO NOT PRINT FOR PUBLICATION UNTIL YOUR EVENT IS APPROVED BY CITY OF BLOOMINGTON PARKS AND RECREATION.** Please list event web site if available. _____

11. Will any signs, banners or flyers be hung or posted? Yes No

Describe the proposed locations of the banners, etc. (Due to city ordinances regarding signage, additional permission may be needed to hang banners/signs in advance of event. Contact the City of Bloomington Planning Department at (812)349-3423)

12. Do you plan to erect temporary structures such as tents, booths, tables, etc. for this event?
 Yes No

(a) If yes, please describe below, including size, capacity, how many, etc. Location of all items must be shown on your site map. **Tents may not be staked without prior approval. All components of vendor display, including tents, umbrellas and signs, must be properly secured on all sides**

Item	Size	Quantity

(b) If contracting with a company that will be providing any of the above, list information below:

Company Name: _____ Contact Person: _____

Address: _____

Telephone Number: _____

Company Name: _____ Contact Person: _____

Address: _____

Telephone Number: _____

13. Is this event open to the public? Yes No

14. Please advise what accommodations you are providing for persons with special needs: (parking, transportation, accessibility)

15. Will donations/contributions be accepted during this event? Yes No

If yes, please explain how these donations will be generated or collected. _____

16. Will there be an admission charge to attend/participate? Yes No

If yes, please explain the type of fee and amount:

Type Fee(s): _____ Fee Amount: _____

17. Do you plan to sell, distribute or give away refreshments and/or merchandise (i.e. food, beverage, T-shirts, CD's, Art, etc.)? Yes No

If yes, please explain & list the number of booths expected:



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parks and recreation

Notice: *A temporary Food permit must be obtained from the Monroe County Health Department if you are planning to sell food (i.e. hot dogs, nachos, candy, etc.). Any non-profit organization must show proof of non-profit status when applying for permit. For more information, contact Monroe County Health Department at (812)349-2543. A toilet and hand washing station must be provided (portable or in facility) for anyone preparing/selling food.

*Alcohol sales in City-owned parks, trails, and spaces require the approval of the Board or Parks Commissioners and the Director of Parks and Recreation. Please see the “2019 Guidelines for Requesting/Approval of Alcohol Sales with an Approved Event Permit.

*Bloomington Parks and Recreation will charge a \$25.00- \$35.00 vending fee for each vendor/booth selling food/merchandise and/or any admissions charges or monies collected while on park property.

18. Do you plan to sell or distribute alcohol?

- Yes No

19. Will there be displays, literature, or other types of solicitation? Yes No

If yes, please explain: _____

20. Are you providing additional portable toilets for your event?

How many? _____ Location: (show on site map) _____

Notice: The City of Bloomington Parks and Recreation Department requires you to have 1 (one) rest room facility for every 500 participants. If number needed exceeds what park has available, it will be the organization’s/event organizer/s responsibility to acquire the necessary number. Proof of payment will be required with application.

21. Please describe how you plan to remove trash from the event site: _____

Person responsible for clean up: _____

Contact Name: _____ Relationship to organization: _____

Phone Number: _____

Notice: Each organization will be responsible for cleaning the site and bagging all trash. Bagged trash (10 bag maximum) that is placed by a park trash receptacle will be removed by the BPRD at no extra cost. Failure to clean the site and bag the trash may result in the reduction or loss of your security deposit. If an event is deemed large enough to produce more than the 10 bag maximum it will be the event organizers’/applicant’s responsibility to obtain additional trash receptacles and/or dumpsters for removal of trash. Overfill of park trash receptacles will also result in the loss of deposit.

Security/Safety:

22. What your plans for severe weather? _____

Do you have a scheduled rain date or location? Yes No

If yes, please list: _____

23. Who will be the on-site person responsible for making weather/emergency decisions?

(In the event of an emergency at your event, please notify Bloomington Parks and Recreation within 24 hours of the emergency situation occurring. Please contact 812.349.3725.)

Contact Person: _____

Contact Phone Number: _____



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parks and recreation

24. What are your plans for providing security, traffic and/or crowd control: _____
Contact Person: _____
Company Name: _____
Contact Phone Number: _____

25. What are your parking plans? Overflow Parking? _____

26. What are your plans for providing emergency/medical services? _____

Event Entertainment:

27. Do you plan to provide musical entertainment for this event? Yes No
If yes, please describe: _____

28. Will any type of sound amplifying equipment or devices be used in conjunction with this event?
 Yes No If yes, please list type of equipment

Type of Equipment	Quantity

29. If musical entertainment is used, please list contact information for sound technicians:

30. Do you plan to provide other entertainment for this event? Yes No
If yes, please describe or attach copy of your planned program: _____

Notice: The sponsoring organization’s Event Coordinator must comply with all City of Bloomington’s Ordinances regarding acceptable noise levels. (Please refer to the City’s Noise Ordinance, Title 14, Chapter 14.09 of the City of Bloomington Municipal Code.) It is the event organizer’s/applicant’s responsibility to be in compliance with all federal and state copyrights laws.
*Application for a noise permit must be filed at least six weeks prior to event with the City of Bloomington Public Works. (812)349-3410 (required for both amplified and non-amplified entertainment including public announcements, speeches, etc.)

31. Events with animals require additional considerations and Animal Control approval. Are you planning to pursue permission for animals at your event? Yes No

32. Are you providing a generator as a power source? Yes No
What are the electrical needs for the event? _____



CITY OF BLOOMINGTON
parks and recreation

33. Are there any special provisions pertaining to your event that have not been addressed on this application: _____

APPLICATIONS MUST HAVE THE FOLLOWING TO BE ACCEPTED

- Application for Trail Event Permit
- Application Fee \$25/non-refundable
- Event Site Plan
- Event Agenda/Activities

By signing and submitting this application, the permit applicant agrees to abide by the rules and regulations of the Department of Parks and Recreation including, but not limited to, the conditions as stated on this application and the City of Bloomington Parks and Recreation Department Rental Agreement.

Please Read Carefully :

I, a duly authorized representative of the applicant, hereby affirm that the submitted information is true and correct to the best of my knowledge. As such, I have been authorized by the applicant to apply for this permit and have read, understand and agree to comply with all rules concerning the use of a Bloomington Parks and Recreation park. The applicant agrees that while renting the park, the applicant will not exclude anyone from participation in, deny anyone benefits of, or otherwise subject anyone to discrimination because of that person's race, color, sex, religion, creed, sexual orientation, national origin or ancestry, age or handicap. Under this Special Event Permit, the applicant assumes all responsibility for proper conduct in the park as outlined above, including assuring there is no consumption of alcoholic beverages.

I _____, on behalf of the permit applicant, shall agree to release, hold harmless, and forever indemnify the City of Bloomington, its employees, officers, and agents from any and all claims or causes of action that may arise from the activities described herein. This includes claims for personal injury, property damage, and/or any other types of claim which may arise from these activities, whether such claims may be brought by the permit applicant or any of its agents, or by any third party.

I have read this release and understand all of its terms. I agree with its terms and sign it voluntarily.

Signature

Date

Due with Application

Application Fee: \$25/non-refundable \$ _____

To be completed by Bloomington Parks and Recreation Staff. Renters will receive an invoice for total amount due.

Fees, Charges and Deposits Schedule:

Permit Fee: \$150/day \$ _____

Deposit: \$75/day/refundable \$ _____

Vending: \$25-\$35/day per vendor selling food/merchandise/fundraising \$ _____

Set-up Fee: 50% of base event day rent per day \$ _____

This fee will be charged for any set up that is done prior to the day of the event.

Tear-down Fee: 50% of base event day rent per day \$ _____

This fee will be charged for any equipment, rental or personal, left on park property. (Incl. Sundays)

Other staffing charges: \$20-\$30/hour \$ _____

Misc. (additional charges as deemed necessary due to size and scope of event and impact on park/facility) \$ _____



CITY OF BLOOMINGTON
parks and recreation

City of Bloomington Parks and Recreation Department Special Event Application (PARK USE ONLY)		
Date Received: _____	Fees Charged: _____	
Partnership: _____	Parks Event: _____	Permit #: _____
Scheduled for Special Use Meeting Date: _____	Approved: _____	
City of Bloomington contact person: _____		
Telephone Number: _____	E-mail: _____	

2019 PARK SPECIAL EVENT/TRAIL EVENT PERMIT APPLICATION GUIDELINES

Overview

A Special Event Permit is required if your gathering has any of the following elements:

- 100 or more participants
- Any advertising or sponsorship activities
- Selling and/or distributing food, goods or merchandise (this includes classes or boot camps)
- Admission
- Tents
- Inflatables
- Stages
- Walk/Run/Parade
- Specific location reservations

To download the 2019 application forms for:

- Park Special Event Permit
- Trail Event Permit
- Alcohol Guidelines
- Mobile Stage Rentals

Go to: <https://bloomington.in.gov/parks/rentals/mobile-stages>

Permit Process

1. Choose a specific location and date for your event. You are encouraged to choose an alternative location and/or date in the event that your first choice is not available. If you are unsure whether or not a permit is required for your event, please call (812) 349-3725.
2. Complete all sections of the Bloomington Parks and Recreation Department (BPRD) Event Permit Application. The BPRD will not consider your submittal if the application is incomplete and does not include the \$25 application fee. Applications may be submitted by U.S. mail, delivery in person, or email. If submitting by e-mail please call with credit card information. Submittal of an application does not grant you a permit or confirmation to conduct your planned event; all applications are subject to approval of the BPRD. Completed applications with appropriate fees and requested documentation and/or additional information must be submitted at least **six weeks prior** to your event; otherwise, applications will be denied or late fees may apply.

Please note: *Only applications delivered in person to 401 N. Morton St., Suite 250 will be processed beginning January 3, 2019 beginning at 8:00 AM. Applications submitted by mail or e-mail, and all applications received prior to 8:00 AM on January 3, 2019 will not be processed until January 4, 2019. Furthermore, only completed applications submitted with the \$25 application fee will be processed.*

3. The BPRD processes applications for permits in order of receipt. The BPRD will not consider your submittal without a completed application and a \$25 application fee.
4. Upon receiving your completed application and \$25 application fee, the BPRD will contact you to inform you of the status of your application. You will be informed of any remaining fees that must be paid along with any additional documentation requirements (i.e. certificate of insurance). The BPRD reserves the right to require additional information or documentation regarding the applicant, applicants company, sponsoring company/organization, cosponsors, event participants, event vendors, event activities, or the event itself. Moreover, the BPRD may postpone approval of event permits until receipt of additional requested information or documentation. Failure to submit requested information or documentation in a timely manner may be cause for denial of a park permit.
5. Insurance: During the performance of any and all Services under this Agreement, permit applicant 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.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 City, and the officers, employees and agents of each shall be named as an additional insured 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 affected by the City will be called upon to contribute to a loss hereunder.
6. Applicants are required to inform the BPRD in writing of any and all amendments to the original application prior to the event day.
7. Once all of the BPRD requirements have been fulfilled, including receipt of all documents and full payment, a Special Event Permit will be issued.
8. Please note: Costs incurred promoting and marketing events prior to the issuance of an approved Special Event Permit, and changes/modifications relative to the event from the BPRD and/or other City of Bloomington departments is at the sole expense and risk of the Event Organizer.

Submit the completed Special Event Permit along with the \$25 application fee to:

Crystal Ritter
Bloomington Parks and Recreation Department
401 N. Morton St., Suite 250
Bloomington, IN 47402
Telephone: (812) 349-3725

2019 Application, Agreement and Guidelines for Park Special Event Permits

Thank you for considering the City of Bloomington Parks and Recreation Department (BPRD) facilities for your special event. We look forward to having you in the park and ask that you follow these rules to ensure that your event goes smoothly and that park resources are protected. Failure to comply with these rules could result in the partial or total loss of your damage deposit. Best wishes for a safe and successful event!

Return this application and the additional fees/forms to the City of Bloomington Parks and Recreation Department at least **six weeks prior** to your event. Submitting this Event Permit Application is not a confirmation to conduct your planned event. Your application will be processed and you will receive notice of approval or rejection within two weeks. Once approved, it may be necessary to set up a planning meeting with BPRD staff. **Incomplete applications will not be accepted. If your application is accepted, this document becomes the Agreement governing your use of the park for the events described herein.**

APPLICATIONS MUST HAVE THE FOLLOWING TO BE ACCEPTED

- | | |
|--|--|
| <input type="checkbox"/> Application for Park Event Permit | <input type="checkbox"/> Event Site Plan |
| <input type="checkbox"/> Application Fee \$25/non-refundable | <input type="checkbox"/> Event Agenda/Activities |

Rental/Permit Fees and Damage Deposits and Certificate of Insurance:

Damage deposits, rental/permit fees and certificate of insurance are required within ten days following approval of permit application and receipt of invoice. Event date will only become final once all payment(s) have been received.

Checks should be made payable to City of Bloomington and mailed to:

PO Box 848, Bloomington, IN 47402 or dropped off at
401 N. Morton St., Suite 250, Bloomington, IN 47402

Damage Deposit:

BRPD will return deposits within 30 days after the event. BPRD will issue the refund if the rented area is found to be in the same condition prior to the event. Otherwise, the Department will confirm in writing how it had to use the deposit (or a portion of it) to clean the area and repair any damage.

Refunds:

The City of Bloomington Parks and Recreation Department will refund 50% of prepaid fees when cancellations are made at least 15 days before the event. Cancellations made less than 15 days before the event will result in the forfeiture of the entire rental fee as well as the damage deposit. Refunds will not be issued due to inclement weather.

Insurance:

During the performance of any and all Services under this Agreement, permit applicant 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.

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 City, and the officers, employees and agents of each shall be named as an additional insured 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 affected by the City will be called upon to contribute to a loss hereunder.

Runs/Walks/Parade approvals:

1. All routes that include city streets must first receive a parade permit from the Bloomington Police Department (Scott Oldham, (812)349-3309). Upon receiving approval, all applicants must then:
 - a. Contact the Department of Economic and Sustainable Development for any street closure approvals at (812)349-3418.
 - b. Lastly, if use of park land or facilities is requested, applicants must turn in an event permit application or trail event permit application to the Parks and Recreation Department after successfully completing the above mentioned steps (Crystal Ritter, (812) 349-3725).

Meeting:

Once the application has been approved, BPRD staff will contact the applicant to determine if a planning meeting is necessary. If deemed necessary, this meeting will be mandatory to work out all the details of the event.

Walk-through:

You are responsible for scheduling a “walk-through” of your event with park staff to review your site plan. This should take place once the application has been approved and no less than two weeks prior to the date of your event. The purpose of the walk-through is to make you completely aware of all site guidelines and to answer any additional questions you may have. Contact Crystal Ritter (812)349-3725.

Vehicles and Parking:

Vehicles are not allowed on Park property (other than streets and parking areas) without prior written approval. Failure to comply with this guideline will result in a loss of deposit. Parking is permitted in designated park parking lots.

Food and Drink:

Alcohol is not permitted in any park. Absent explicit consent from the Director of Parks and Recreation and the Park Board of Commissioners, consumption of alcoholic beverages in parks is prohibited. Persons observed consuming alcohol in violation of any law, regulation, ordinance or rule are subject to arrest. Any rental group given explicit consent to consume alcoholic beverages in the park must do so in compliance with all state and federal regulations. In addition to state and federal regulations, groups must also employ security to be present during the entire event at which alcohol is to be served. To request the guidelines for requesting approval of alcohol sales, please (812)349-3725.

Non-catered events serving food or beverages must place a protective material around serving areas to prevent staining and/or the contamination of Park grounds. Monroe County Health Department requirements apply for any groups planning to sell food.

Grilling in parks is only allowed where grills have been permanently installed by the Parks Department. Personal grills of any kind are not permitted. The dumping of hot coals or grease on Park property is not allowed. If either is found after an event, the amount for cleaning and removal plus labor will be retained from the damage deposit.

Trash Removal/Recycling:

You are responsible for securing additional receptacles or having your trash hauled away if park containers won't accommodate the needs for your event. Bagged trash (10 bag maximum) may be placed next to a park trash receptacle after an event for park staff to remove. You are responsible for providing trash bags and any additional trash receptacles as needed. Trash that is not disposed of properly or overfills a receptacle may result in a loss of deposit. Dumpsters are to be placed in designated areas or as approved by park staff. You are responsible for taking any recycling to the recycle center.

Portable Toilets:

You are responsible for securing the appropriate number of portable toilets for your event (1 per 500 attendees). They should be delivered at the latest date and time possible prior to your event and removed from Park property no more than 24 hours after your event ends. BPRD takes no responsibility for any damage to portable toilet prior to removal. Portable toilets are to be placed in designated areas or as approved by park staff. If portable toilets require hoses for a water source, the vendor must supply the hose.

Tents/Displays:

Bloomington Parks and Recreation is not responsible for any tents or items set up for your event. You are responsible for scheduling security to watch over your area. Staking tents is not permitted without approval. You are responsible for contacting the Parks Operation Department (Mark Marotz (812)349-3498) to confirm the location of irrigation lines before any tent is staked. It is the responsibility of the renter to contact Indiana811 (1-800-382-5544) to locate any utility lines prior to staking any tents in any parks. **All components of vendor display, including tents, umbrellas and signs, must be properly secured on all sides.**

Child Supervision:

If children under the age of 18 are part of the event, it is your responsibility to provide adequate supervision.

Safety:

The possession of alcoholic beverages, drugs and other illegal controlled substances is prohibited in any park or park facility. In addition, pursuant to Bloomington Municipal Code 14.20.020, the discharge of a firearm is strictly prohibited within the City's jurisdiction. Amplified music, or the promotion or sale of any article is expressly prohibited without a Special Use Permit. The individual or group is totally responsible for the behavior and actions of those individuals attending their event and shall take reasonable care to ensure that its participants, spectators or employees do not bring prohibited items into the event.

Copyright:

It is the applicant's responsibility to comply with federal and state copyright laws applicable to any of the activities of the event.

Noise Permits:

It is the responsibility of the applicant to secure proper noise permits from the Department of Public Works. Applicants can call (812)349-3410 for additional information.

Violations:

Park facilities must be used solely in accordance with the City of Bloomington Parks and Recreation policies and procedures; BPRD retains the right to revoke a special use permit any time upon violation of your agreement or the risk or threat of a violation of your agreement.

Failure to comply with any of the provisions of this Agreement may constitute a violation. In addition, the following activities are examples of violations of this Agreement: gambling, profanity, dangerous activities, unauthorized vending (including the sale of alcohol, tobacco or drugs) excessive guests, excessive noise, or other activities which cause a disturbance to other nearby park activities or are in violation of state law and local ordinances. Sleeping (overnight camping) in parks, golf courses, or any other park premises is prohibited.



2019 Application for Rental of Mobile Stage Equipment

Please return this form (make copy for your records) along with the appropriate payment, at least **four weeks** prior to your event to:

Attn: Crystal Ritter
 Bloomington Parks and Recreation
 P.O. Box 848
 Bloomington, IN 47402
 Phone #: 812-349-3725

Date of Application: _____ Date Equipment Needed: _____ (Application must be received at least four weeks prior to request)

Name of Person Responsible for Equipment: _____

Address: _____ Phone: _____

Type of Organization (service, social, etc.): _____

Tax ID# (If applicable): _____

Name of Event: _____

Purpose of Event: _____

Anticipated Event Attendance: _____

Location Where Equipment is Needed (state exact location of site):

Location must be within the City of Bloomington limits. Bloomington Parks and Recreation must approve site in advance. The mobile stage can only be transported by Parks personnel and will not be moved, once placed.

Please include map of event site with stage placement marked with your application.

Event Activity	Set-up Time What time do you want the stage opened?	Event Start Time	Event End Time	Tear-down Time What time do you want the stage closed?

I accept responsibility for care of any equipment rented and agree to pay for any damages or loss. I also agree to assume responsibility for group adherence to regulations and policy as listed on the attached pages, and to provide insurance coverage as necessary. I will be responsible for reserving the location where the mobile stage is to be placed and will meet Bloomington Parks and Recreation staff to assure proper stage placement. I understand that once the mobile stage is in place, it will not be moved until the date mutually agreed upon by myself and the Bloomington Parks and Recreation representative. I also understand the mobile stage may only be moved by Bloomington Parks and Recreation Operations staff.

Signature of Designated Representative

Date



Special Event Equipment Rental Prices

All prices listed are per day

Category I – Non-Profit Organizations (must provide proof of 501(c)3 at time of rental)

Mobile Stage	\$750/day + \$375 deposit*	
W/Theatrical Lights	\$1000/day + \$500 deposit*	Requires additional electrical (see stage policy for details)
Stage Extenders	\$365/day + \$185 deposit* \$60/day per platform + \$75 deposit*	(7 platforms, 4'X8'X3')
Stage Risers	\$365/day + \$185 deposit* \$60/day per platform + \$75 deposit*	(6 platforms, 4'X8'X18")
Self-Standing Stairs	\$50/day + \$25 deposit* You must transport and set up	

Category II - For Profit Organizations:

Mobile Stage	\$1000/day + \$500 deposit*	
W/Theatrical Lights	\$1250/day + \$625 deposit*	Requires additional electrical (see stage policy for details)
Stage Extenders	\$365/day + \$185 deposit* \$60/day per platform + \$75 deposit*	(7 platforms, 4'X8'X3')
Stage Risers	\$365/day + \$185 deposit* \$60/day per platform + \$75 deposit*	(6 platforms, 4'X8'X18")
Self-Standing Stairs	\$50/day + \$25 deposit* You must transport and set up stage risers and stairs	

- ***All organizations are required to pay for any damage to the equipment that occurs during the periods of use. Assessed damage costs may exceed the amount of the damage deposit.**
- **The mobile stage can only be transported by Parks and Recreation, Operations personnel and cannot be moved once it is in place. Transportation fees may be added to the total cost of the stage.**
- **Those reserving equipment are responsible for reserving the location where equipment is to be placed. Also, those reserving equipment agree to meet Bloomington Parks and Recreation staff at desired location to assure proper placement of equipment.**
- **No posters, banners, signs or other materials can be adhered to the stage without prior approval from Bloomington Parks and Recreation. No tape, glue or adhesive material may be used on stage walls, floors, ceiling or any other part of the stage.**



Any failure to comply with this provision could result in loss of deposit and possible additional repair charge.

- A Bloomington Parks and Recreation site supervisor will remain on site while the stage is in operation. The fee for the site supervisor will be determined by event and staffing availability.
- The site supervisor will monitor stage use as well as weather conditions and will have the authority to shut down the stage if conditions become adverse. Adverse conditions include, but are not limited to, winds over 25mph, lightning, rain, and/or use deemed inappropriate or dangerous. If the stage is closed for reasons deemed necessary by the site supervisor, a refund will not be issued. Refunds will not be issued for advance cancellations made by renter.
- Full payment (plus deposit) must be received seven days prior to rental date.
- If renter wants to develop its own firearms policy for the duration of the event at its own discretion, a copy of such policy should be provided to the City prior to the event and after the City has approved its application.
- The renting party shall provide the City with a certificate of insurance evidencing general liability insurance in the amount of \$1 million per occurrence and \$2 million aggregate. The policy shall name the City of Bloomington Parks and Recreation Department and the renter as insured parties, and the renter shall provide Parks with a certificate of insurance prior to the commencement of operations under the contract. The renter and its insurer shall notify BPRD within ten (10) days of any insurance cancellation. The individual or organization renting the mobile stage agrees to release, hold harmless and indemnify the City of Bloomington, its Parks and Recreation Department, and its officers, employees, agents and assigns from any and all claims that may arise as a result of the individual/organization's use of the mobile stage. This includes, but is not limited to, claims for personal injury and property damage, whether such claims may be brought by the renting individual/organization, or by any third party.
- The renting party shall be responsible for compliance with all State laws and regulations, including those governing special events and the use of stages.

FOR OFFICIAL USE ONLY

Date Application Received: _____
Equipment Total: _____
Deposit Total: _____

Amount Received:
Equipment: _____
Deposit: _____

Date: _____
Date: _____

Deposit Refunded: _____

Date: _____

Initials of Staff: _____



Mobile Stage Rental Policy

POLICY RE:

1. The mobile stage will be made available for rent by community, business or private organizations for concerts, theatre, sporting and other special events. All renters must have an approved reservation form to rent the stage. A copy of the form is attached.
2. All reservations will be processed through Bloomington Parks and Recreation, Community Events and will be based on availability of: stage, transport staff and supervisory staff.
3. The mobile stage is only available for use within Bloomington city limits. All stage set ups and locations must be approved, in advance, by the Parks and Recreation Department. Please return the attached form along with the appropriate payment, at least four weeks prior to your event.
4. The mobile stage will be transported, leveled and prepared for use by Parks and Recreation, Operations personnel only and will not be moved once it is in place. The cost for transport is included in the overall cost of the stage
5. A Parks and Recreation supervisor will remain on site during the event while the stage is in operation. The fee for the site supervisor will be determined by event and staffing availability.
6. The site supervisor will monitor stage use as well as weather conditions and will have the authority to shut down the stage if conditions become adverse. Adverse conditions include winds over 25mph and use deemed inappropriate or dangerous by department staff. If the stage is closed for reasons deemed necessary by the site supervisor a refund will not be issued. Refunds will not be issued for advance cancellations made by renters in advance of event date.
7. All stage renters are required to pay, as a minimum, equivalent to fifty percent (50%) of the total rental fee as a deposit at the time of initial reservation. The deposit is refundable provided damage has not occurred to rented facility during use.
8. All rental fees must be paid in full, no less than seven (7) days prior to the date of the renter's scheduled use. If the full fee is not paid within seven (7) days prior to use, Bloomington Parks and Recreation reserves the right to charge a \$25 late fee and/or cancel the reservation.
9. Rental fees may be adjusted to reflect special staffing or equipment needs presented by the nature of the event and/or location.



10. The renting party is in charge and responsible for the conduct of all persons in attendance during the use of the stage. The renter and/or his/her organization will be held financially liable for any resulting damages to the mobile stage and/or property. Any damage charges will be based on equipment replacement and administrative costs, and may exceed the amount of the damage deposit. Renters are required to inspect the mobile stage at the time of its delivery and communicate any concerns or information about pre-existing damage to the on-site facility supervisor at that time.
11. No furnishings shall be removed from the stage. Nothing may be fixed (temporary or permanent) to the stage in any way, without prior consent from Bloomington Parks and Recreation. This includes banners, poster, signs or other materials. No tape, glue or adhesive materials may be used on stage walls, floors, ceiling or any other part of the stage. Any failure to comply with this provision may result in loss of deposit and possible additional repair charges.
12. The renting party shall provide the City with a certificate of insurance evidencing general liability insurance in the amount of \$1 million per occurrence and \$2 million aggregate. The policy shall name the City of Bloomington Parks and Recreation Department and the renter as insured parties, and the renter shall provide Parks with a certificate of insurance prior to the commencement of operations under the contract. The renter and its insurer shall notify BPRD within ten (10) days of any insurance cancellation. The individual or organization renting the show mobile agrees to release, hold harmless and indemnify the City of Bloomington, its Parks and Recreation Department, and its officers, employees, agents and assigns from any and all claims that may arise as a result of the individual/organization's use of the show mobile. This includes, but is not limited to, claims for personal injury and property damage, whether such claims may be brought by the renting individual/organization, or by any third party.
13. The Department Administrator may request the use of an approved security officer(s). The cost of the security officer(s) will be assumed by the renter/group.
14. Bloomington Parks and Recreation reserves the right to refuse any rental application.
15. Bloomington Parks and Recreation employees may not use park property or facilities for personal gain.
16. The possession of alcoholic beverages, drugs and other illegal controlled substances is prohibited in any park or park facility. In addition, pursuant to Bloomington Municipal Code 14.20.020, the discharge of a firearm is strictly prohibited within the City's jurisdiction.
17. However, per Indiana Code 35-47-11.1-4(10), the renter may develop and implement, at its own discretion, rules of conduct or admission regarding the carrying and storage of firearms, upon which attendance at and participation in its activities is conditioned. If the



renter develops such a policy for its activities at its own discretion, the City may implement and enforce it and the renter is requested to provide a copy of such a policy to the City after its rental application is approved.)

18. Renters charging a fee for their event must complete appropriate paperwork before rental is approved.
19. The renter is responsible for securing the necessary noise permit from the City of Bloomington, Department of Public Works (812-349-3411) if amplified music is played.
20. The mobile stage has two separate electrical systems. Requirements for each and the respective connections for each are listed below:

110 Outlets and Non-Theatrical Lighting

- The minimum power requirement to use the electrical system on the stage is 30 amp/110Volt. The stage uses a Hubble Twist-Lock 30 Amp/110 Volt connector (HBL2611) to power the electrical 110 Volt outlets and non-theatrical lighting on the stage. A 50' power cable with an HBL2611 connector is provided. Also provided is a 6' Hubble-to-pigtail adapter (only to be used by a certified electrician).

Theatrical Lighting:

- The minimum power requirement to use theatrical lighting on the stage is 50 Amp/220 Volt. The stage uses a Hubble Twist-Lock 50 Amp/220 Volt connector (CS6365C) to power the theatrical lighting. A 50' power cable with a CS6365C connector is provided for rentals that include use of the theatrical lighting. Also provided is a 6' adapter cable with a Hubble-to-Leviton 275T and one 6' adapter with a Hubble-to-pigtail (the pigtail adapter is only to be used by a certified electrician).

Under no circumstances are any of the cables provided to be disassembled for temporary conversion. It is the renter's responsibility to ensure that electrical installations are done safely and to code.

21. **All groups or organizations, regardless of affiliation with Bloomington Parks and Recreation, are required to adhere to the above policies.**

2019 Guidelines for Requesting/Approval of Alcohol Sales with Approved Event Permit

In addition to an approved park permit application, rental groups requesting to serve beer and/or wine must submit a proposal including how the following guidelines will be met before qualifying for a temporary alcohol permit. Once submitted, the Board of Park Commissioners and Parks and Recreation Administrator will approve/deny all requests.

Please Note:

- Beer and wine are the only alcoholic beverages permitted for sale or distribution on City of Bloomington Parks and Recreation owned property.
- Alcohol requests will only be considered for public events. Private events with closed invitations like family reunions, weddings, etc. will not be considered for alcohol sales.

Application Process:

1. An approved Park Special Event Permit Application must be on file and the rental group in good standing with the City of Bloomington Parks and Recreation Department
2. Once obtained, a copy of the approved Temporary Beer/Wine Authority/Type 118 or a copy of an approved Catering Authority/Type 222 Application from the State of Indiana, Alcohol & Tobacco Commission must be on file with Bloomington Parks and Recreation (prior to event).
3. Rental group(s) shall employ a licensed security company to be present throughout the event &/or anytime alcohol is present. The number of security needed will be determined by Bloomington Parks and Recreation staff and will be dependent on site set up and size/scope of event.
4. Fencing plans must be included as part of the proposal and installation methods approved by Bloomington Parks and Recreation prior to event. Fencing may not be staked without prior approval. Plastic snow fencing will not be allowed.
5. Anyone entering the bar area where alcohol is served must be over 21 and wearing either a wrist band or hand stamp indicating that they are of legal age to consume alcohol.
6. The detailed floor plan, map or diagram on file with the State of Indiana, Alcohol & Tobacco Commission must also be submitted with the proposal to Bloomington Parks and Recreation. Once approved, floor plan, map or diagram may not be altered.
7. Alcohol Permit fee is \$200 or ten percent of gross, whichever is greater (alcohol permits granted on a case by case basis and require additional paperwork and approval by the Board of Park Commissioners).

Temporary Permit Application Instructions:

https://www.in.gov/atc/files/2015_Temp_Permit_App_Instructions.pdf

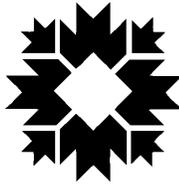
Indiana State Regulations for Beer/Wine Authority (Permit) include:

1. *There must be a **well-defined premises** i.e. building, tent, enclosure, or fenced-in or designated area.*
2. *You **must** submit a floor plan or diagram. If minors are present, you must have a defined separation between the bar area and family area. (Must be on floor plan.)*
3. *There shall be **NO** carry-out privileges, **NO** carry-in privileges, and **NO** spirituous beverages allowed.*
4. *Each applicant must designate an individual to be responsible for the event and such person must sign the authority.*
5. ***ANY** and **ALL** persons dispensing or accepting payment for alcoholic beverages **MUST POSSESS** a valid ATC employee permit.*

6. *The event must meet applicable Indiana State Board of Health requirements, particularly with regard to restroom facilities.*
7. *If the event is held in a town park, you must have approval from the town board.*
8. *Legal hours of dispensing alcoholic beverages (Prevailing time)*
Monday through Saturday – 7 AM to 3 AM the following day
Sunday – 7 AM to 3 AM the following day
9. *Applicant **must** file with the district ATC office at which the event will be held at least 5 days prior to the event. Failure to comply is grounds for denial.*
10. *The authority (permit) must be posted in the most conspicuous place at the location of the event. An excise officer or commissioner, for good cause, has the authority to revoke a temporary permit during the event.*

Indiana State Regulations for Catering Authority (Permit) include:

1. *The exact address of the proposed catered event must be disclosed upon the application form.*
2. *A floor plan of the designated licensed premises must be submitted along with the application form. There must be a well-defined premises, i.e., a building, a tent, an enclosure, a fenced area, or a roped off area. The exact area from which the alcoholic beverages shall be dispensed must be listed on the floor plan. Areas where minors will be present must be so designated on the plans. No minors shall be allowed within the area where alcoholic beverages are dispensed.*
3. *Consumption of alcoholic beverages shall take place on the licensed premises only. There shall be **NO** carry-out privileges.*
4. *Each applicant must designate an individual to be responsible for the event. Such person shall possess an employee's permit and shall be available to the Excise Police during the event.*
5. *An Excise Officer has the authority to revoke approval of a catered event before or during the event for good cause.*
6. *The event must meet applicable Department of Health sanitation requirements, particularly with regard to restroom facilities.*
7. *All applications should be received a full fifteen (15) days prior to the event.*
8. *If the catered event is open to the public, the applicant shall notify the local law enforcement agency responsible for the area in which the catered function is held. The Excise Police may ask for proof of notification to local police which may be demonstrated by a copy of a letter, a "log" entry by the police department, or other means deemed as an appropriate authentication.*
9. *The wholesaler servicing a supplemental caterer may deliver the alcoholic beverages directly to the location of the catered event if the supplemental caterer has his letter of authority posted at that location.*
10. *A supplemental caters permit is to be used for a specific off premises function of event and not for a permittee to use any adjoining or remote facilities to enlarge or enhance his own business enterprises.*



CITY OF BLOOMINGTON
parks and recreation

STAFF REPORT

Agenda Item: C-11
Date: 11/16/2018

Administrator
Review\Approval
PM

TO: Board of Park Commissioners
FROM: John Turnbull, Division Director Sports
DATE: November 14, 2018
SUBJECT: REVIEW/APPROVAL OF CONTRACT WITH FOX CONSTRUCTION, INC.
FOR MILLS POOL AND BRYAN POOL RENOVATIONS

Recommendation

Staff recommends approval of this contract for \$329,460.
Funds for this project: GOB 977-18-18016e-5410

Background

Schmidt Associates finalized the specifications for this construction project. The bid date was Friday, November 2 and two bids were received. Boyle Construction for \$643,346 and Fox Construction, Inc. for \$329,460. We have done projects before with Fox Construction, Inc. and have been very satisfied.

RESPECTFULLY SUBMITTED,

Sports Division Director

**CONTRACT
BETWEEN
CITY OF BLOOMINGTON
PARKS AND RECREATION DEPARTMENT
AND
FOX CONSTRUCTION COMPANY, INC.
FOR
MILLS POOL BRYAN POOL RENOVATION**

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

WITNESSETH THAT:

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

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

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

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

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

ARTICLE 1. TERM

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

ARTICLE 2. SERVICES

2.01 Contractor shall complete all work required under this Contract no later than May 15, 2019, unless the parties mutually agree to a later completion date. "Substantial Completion" shall mean completion of all work.

2.02 Contractor agrees that no charges or claims for damages shall be made by it for any delays or hindrances, from any cause whatsoever, during the progress of any portion of the services specified in the Contract. Such delays or hindrances, if any, may be compensated for by an extension of time for a reasonable period as may be mutually agreed upon between the parties, it being understood, however, that permitting Contractor to proceed to complete any service, or any part of the services / project, after the date to which the time of completion may have been extended, shall in no way operate as a waiver on the part of the City of any of its rights herein.

ARTICLE 3. COMPENSATION

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

3.02 Contractor shall submit an invoice to the City upon the completion of the Services described in Article 3.01. Upon the submittal of an invoice, the City shall compensate Contractor in a lump sum not to exceed Three Hundred Twenty Nine Thousand Four Hundred Sixty and zero cents (\$329,460.00) within forty-five (45) days of receipt of invoice. Invoices may be sent via first class mail postage prepaid or via email. The invoice shall be sent to:

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

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

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

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

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

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

3.06 Division Director

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

ARTICLE 4. GENERAL PROVISIONS

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

Contractor shall indemnify and hold harmless the City and its officers, agents, officials and employees for any and all damages, actions, costs (including, but not limited to, attorney's fees, court costs and costs of investigation), judgments, and claims by anyone for damage to property, injury or death to persons resulting

from the collapse or failure of any trenches, ditches or other excavations constructed under or associated with this contract.

4.02 Abandonment, Default and Termination

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

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

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

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

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

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

4.02.06 Notwithstanding any other provision of this Contract, if funds for the continued fulfillment of the Contract by the City are at any time not forthcoming or are insufficient, through failure of any entity to

appropriate the funds or otherwise, then the City shall have the right to terminate this Contract without penalty by giving prior written notice documenting the lack of funding in which instance, unless otherwise agreed to by the parties, this Contract shall terminate and become null and void.

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

4.03 Successors and Assigns

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

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

4.04 Extent of Contract: Integration

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

1. This Contract and its Attachments.
2. All Written Amendments and other documents amending, modifying, or supplementing the Contract Documents which may be delivered or issued after the Effective Date of the Contract and are not attached hereto.
3. All Addenda to the Bid Documents.
4. The Invitation to Bidders.
5. The Instructions to Bidders.
6. The Special Conditions.
7. All plans as provided for the work that is to be completed.
8. The General Conditions.
9. The Specifications.
10. Contractor's submittals.
11. The Performance and Payment Bonds.
12. The Escrow Contract.
13. Request for Taxpayer Identification number and certification: Substitute W-9.

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

4.05 Insurance

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

Coverage

Limits

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

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

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

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

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

4.06 Necessary Documentation

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

4.07 Applicable Law

Contractor agrees to comply with all federal, state, and local laws, rules and regulations applicable to Contractor in performing work pursuant to this Contract, including, but not limited to, discrimination in employment, prevailing wage laws, conflicts of interest, public notice, accounting records and requirements. This Contract shall be governed by the laws of the United States, and the State of Indiana, and by all Municipal

Ordinances and Codes of the City of Bloomington. Venue of any disputes arising under this Contract shall be in the Monroe Circuit Court, Monroe County, Indiana.

4.08 Non-Discrimination

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

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

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

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

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

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

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

4.09 Workmanship and Quality of Materials

4.09.01 Contractor shall guarantee the work for a period of one (1) year from the date of Substantial Completion. Failure of any portion of the work within one (1) year due to improper construction, materials of

construction, or design may result in a refund to the City of the purchase price of that portion which failed or may result in the forfeiture of Contractor's Performance Bond.

4.09.02 OR EQUAL: Wherever in any of the Contract Documents an article, material or equipment is defined by describing a proprietary product, or by using the name of a manufacturer or vendor, the term "Or Equal" or the term "The Equivalent" if not inserted, shall be implied, and it is done for the express purpose of establishing a basis of durability and efficiency and not for the purpose of limiting completion. Whenever material or equipment is submitted for approval as being equal to that specified, the submittal shall include sufficient information and data to demonstrate that the material or equipment conforms to the Contract requirements. The decision as to whether or not such material or equipment is equal to that specified shall be made by the Director. The approval by the Director of alternate material or equipment as being equivalent to that specified, shall not in any way relieve Contractor of responsibility for failure of the material or equipment due to faulty design, material, or workmanship, to perform the function required by the Contract Documents. Specifications as determined by other entities within the City of Bloomington such as City Utilities shall only be substituted or changed upon prior written approval of the Director.

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

4.10 Safety

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

4.11 Amendments/Changes

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

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

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

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

4.12 Performance Bond and Payment Bond

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

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

4.12.03 If the Surety on any bond furnished by Contractor becomes a party to supervision, liquidation, or rehabilitation action pursuant Indiana Code 27-9 et seq. or its right to do business in the State of Indiana is

terminated, Contractor shall, within thirty (30) calendar days thereafter, substitute another bond and surety, both of which must be acceptable to the City.

4.13 Payment of Subcontractors

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

4.14 Written Notice

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

To City	To Contractor
City of Bloomington	Tony Fox, President
Attn: John Turnbull	Fox Construction Company
401 N. Morton, Suite 250	6931 South Old State Road 37
Bloomington, Indiana 47402	Bloomington, IN 47403

4.15 Severability and Waiver

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

4.16 Notice to Proceed

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

4.17 Steel or Foundry Products

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

4.17.02 Domestic Steel products are defined as follows:

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

4.17.03 Domestic Foundry products are defined as follows:

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

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

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

4.18 Verification of Employees’ Immigration Status

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

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

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

4.19 Non-Collusion

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

4.20 Drug Testing Plan

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

Contractor shall sign an affidavit, attached as Attachment D, affirming that Contractor has and shall implement Contractor's employee drug testing program throughout the term of this project.

ARTICLE 5. RETAINAGE

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

5.01 Escrow Agent

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

5.02 Retainage Amount

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

5.03 Payment of Escrow Amount

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

5.04 Withholding Funds for Completion of Contract

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

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

DATE: _____

City of Bloomington

Fox Construction, Inc.

Board of Park Commissioners

BY:

BY:

Kathleen Mills, President

Tony Fox, President

Paula McDevitt, Director

Printed Name

Philippa M. Guthrie, Corporation Counsel

Title of Contractor Representative

ATTACHMENT A
“SCOPE OF WORK”

Mills Pool and Bryan Pool Renovation

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

Mills Pool

Replace Auto-fill
Replace Valves
Replace Tot Slide Supply Pipe
Replace Pipe Hangers
Install VFD's
Repair Flooring in Shower
Replace Fixtures in Bathhouse
Replace Entrance Door and Supply Doors
Replace Lighting
Replace Gas Fired Water Heater
Replace Electrical Panel
Water Proof Mechanical Room
Replace Various Pumps

Bryan Pool

Replace Diving Platform
Replace Lighting
Replace Fixtures in Bathhouse
Replace Sump Pumps
Replace Water Heater
Replace Valves
Enclose Small Office Area

ESCROW AGREEMENT

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

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

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

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

If to City:

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

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

If to Contractor:

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

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

CITY:

City of Bloomington, Board of Park Commissioners

By: _____

Kathleen Mills, President

CONTRACTOR:

By: _____

Printed Name: _____

Title: _____

Tax I.D. No.: _____

ESCROW AGENT:

First Financial Bank

By: _____

Printed Name: _____

Title: _____

AUTHORIZATION TO RELEASE ESCROW FUNDS
_____ (DATE)

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

Attn: Cindy Kinnarney

Ladies and Gentlemen:

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

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

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

Sincerely,

THE ESCROW PARTIES:

The City of Bloomington

Fox Construction, Inc.

By: _____
Paula McDevitt, Director
Parks and Recreation Department

By: _____

Printed Name: _____

Dated: _____

Title: _____

Escrow Agent
First Financial Bank

By: _____

Printed Name and Title



CITY OF BLOOMINGTON
parks and recreation

STAFF REPORT

Agenda Item: C-12
Date: 11/16/2018

Administrator
Review\Approval
PM

TO: Board of Park Commissioners
FROM: John Turnbull, Division Director Sports
DATE: November 14, 2018
SUBJECT: REVIEW/APPROVAL OF CONTRACT WITH SCHMIDT ASSOCIATES, INC.
FOR TWIN LAKES RECREATION CENTER HVAC REPLACEMENT

Recommendation

Staff recommends approval of this contract not to exceed \$35,000.
Funds for this project: GOB 977-18-18016e-5410

Background

This is for mechanical and electrical design for HVAC replacement at Twin Lakes Recreation Center as part of the General Obligation Bond.

This project was originally shopped to equipment installer and service vendors. However, we got conflicting information and quotes and did not have the confidence to do this project directly with the vendors. We did accept proposals from other design/build providers, but again we felt there was bias in that process. The price is commensurate with the scope of estimated construction of about \$440,000 once it is bid. Schmidt Associates has done previous design projects with the city with exceptional results.

RESPECTFULLY SUBMITTED,

Sports Division Director

**AGREEMENT
BETWEEN
CITY OF BLOOMINGTON
PARKS AND RECREATION DEPARTMENT
AND
SCHMIDT ASSOCIATES, INC.
FOR
AQUATIC FACILITIES DESIGN SERVICES**

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

WITNESSETH:

WHEREAS, the Department wishes to have mechanical, and electrical design upgrades at Twin Lakes Recreation Center for the HVAC system; and

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

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

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

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

Article 1. Scope of Services

Contractor shall provide the Services as specified in Exhibit A, “Scope of Work”, attached hereto and incorporated into this Agreement. Contractor shall diligently provide the Services under this Agreement and shall complete the Services described in this Agreement in a timely manner consistent with the Standard of Care identified in Article 2. Contractor shall complete the Services required under this Agreement on or before December 1, 2019, unless the parties mutually agree to a later completion date. Completion shall mean completion of all work related to the Services.

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

Article 2. Standard of Care

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

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

Article 3. Responsibilities of the Department

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

Article 4. Compensation

The Department shall pay Contractor for all fees and expenses in an amount not to exceed Thirty Five Thousand dollars and zero (\$35,000.00). Contractor shall submit an invoice to the Department upon the completion of the Services described in Article 1. Invoices may be sent via first class mail postage prepaid or via email. Payment will be remitted to Contractor within forty-five (45) days of receipt of invoice. The invoice shall be sent to:

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

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

Article 5. Appropriation of Funds

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

Article 6. Schedule

Contractor shall perform the Services by December 1, 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 Contractor. Contractor shall terminate or suspend performance of the Services on a schedule acceptable to the Department and the Department shall pay the Contractor for all the Services performed up to the date that written notice is received, plus reasonable termination or suspension expenses. Upon restart, an equitable adjustment shall be made to Contractor's

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

Article 8. Identity of the Contractor

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

Article 9. Opinions of Probable Cost

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

Article 10. Reuse of Instruments of Service

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

Article 11. Ownership of Documents and Intellectual Property

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

Article 12. Independent Contractor Status

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

Article 13. Indemnification

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

Article 14. Insurance

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

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

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

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

Article 15. Conflict of Interest

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

Article 16. Waiver

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

Article 17. Severability

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

Article 18. Assignment

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

Article 19. Third Party Rights

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

Article 20. Governing Law and Venue

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

Article 21. Non-Discrimination

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

Article 22. Compliance with Laws

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

Article 23. E-Verify

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

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

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

Article 24. Notices

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

Department:

Contractor:

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

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

Article 25. Intent to be Bound

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

Article 26. Integration and Modification

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

Article 27. Non-Collusion

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

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

CITY OF BLOOMINGTON

Schmidt Associates, Inc.

Philippa M. Guthrie, Corporation Counsel

Charles Wilson,
Project Manager/Associate

CITY OF BLOOMINGTON PARKS AND RECREATION

Paula McDevitt, Director

Kathleen Mills, President,
Board of Park Commissioners

EXHIBIT A

“Scope of Work”

The Services shall include the following:

Project kick-off meeting and initial site visit to assess existing conditions
50% document review meeting to review design team progress and design concepts
90% document review meeting
Demolition and new work drawings new HVAC system complete with specifications
Attend pre-bid meeting to familiarize Contractors with project site and scope of work
Review and approve contractor submittals
Two site visits during construction
Approve pay application submittals
Final punch list and substantial completion requirements

EXHIBIT C

STATE OF _____)
) SS:
COUNTY OF _____)

NON-COLLUSION AFFIDAVIT

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

OATH AND AFFIRMATION

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

Dated this _____ day of _____, 2018.

Schmidt Associates, Inc.

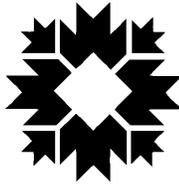
By: _____

STATE OF _____)
) SS:
COUNTY OF _____)

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

_____ My Commission Expires: _____
Notary Public's Signature

_____ County of Residence: _____
Printed Name of Notary Public



CITY OF BLOOMINGTON
parks and recreation

STAFF REPORT

Agenda Item: C-13
Date: 11/16/2018

Administrator
Review\Approval
PM

TO: Board of Park Commissioners
FROM: John Turnbull, Division Director Sports
DATE: November 14, 2018
SUBJECT: REVIEW/APPROVAL OF CONTRACT ADDENDUM WITH FREIJE RSC
ENGINEERING SOLUTIONS

Recommendation

Staff recommends approval of this addendum to the original contract of \$7392.53. The addendum is for \$1,624.29.

Funds for this project: GOB 977-18-18016a-5410

Background

This addendum is to change from a quoted dedicated line on a laptop to our Ethernet auto dialer on City of Bloomington servers. These changes were made during installation, on site, per recommendation of City of Bloomington ITS staff.

Once this change was brought to all parties' attention, the addition was agreed upon as a fair price.

RESPECTFULLY SUBMITTED,

Sports Division Director

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

(Entered into this ____ day of _____, 2018)

WHEREAS, on **June 26, 2018**, the City of Bloomington Department of Parks and Recreation (the “Department”) and Freije RCS Engineered Solutions (“Contractor”) entered into an Agreement to have installed two ammonia sensors, one control panel, and one auto dialer for Ammonia leak and Compressor malfunction warnings; and

WHEREAS, the Contractor was originally to install an analog call out unit and to install the Sensophone Web600 software on a user laptop; and

WHEREAS, upon request from the Department, and on advice from the City of Bloomington Information Technology Services Department the analog call out unit was change to a digital call out unit, and the software was installed on the City of Bloomington servers which requires additional service visits from the Contractor; and

WHEREAS, pursuant to Article 4 of said 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. Compensation: To amend the Agreement to reflect the additional charge of not to exceed One Thousand Twenty Four Dollars and Twenty Nine Cents (\$1624.29).

Article 2. Modification: All other terms of the original Agreement (entered into on June 26, 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

FREIJE RCS Engineered Solutions

Paula McDevitt, Director
Parks and Recreation Department

Kathleen Mills, Park Board President
Board of Park Commissioners

Title

Phillippa M. Guthrie, Corporation Counsel



CITY OF BLOOMINGTON
parks and recreation

STAFF REPORT

Agenda Item: C-14
Date: 11/16/2018

Administrator
Review\Approval
PM

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

Recommendation

Staff recommends approval of this Advisory Council Policy to reinstate Cascades Golf Course Advisory Council.

Background

This Advisory Council was formulated during the late 1990's to assist with the design and development of the Ridge Nine addition to Cascades Golf Course. The addition was completed in 1999. The Advisory Council continued through 2004 when changes were made to the management structure of the golf course. The Advisory Council fulfilled its role and no longer saw value in meeting.

In recent years, major changes in the golf market both regionally and locally bring several issues to be discussed. Additionally, there are key changes in Cascades Golf Course in both personnel and design that speak to the need of exchanging input with an Advisory Council.

RESPECTFULLY SUBMITTED,

Sports Division Director

Advisory Council Policies - 5040

Date: November , 2018

Accreditation Standard #: 1.1.2

POLICY RE: Cascades Golf Course Council

Advisory Council Established

There is created a Cascades Golf Course Advisory Council composed of five (5) voting members, with no less than two (2) members being qualified electors of the City.

Qualifications of Council Members

The regular members of the council shall serve without compensation. The members of the council shall hold no other elected or paid public office in the City.

Term of Office and Vacancies of Council

Members of the council shall generally serve for a period of two (2) years. No member shall serve more than three consecutive terms. Vacancies on the Council occurring otherwise than by expiration of term shall be filled in a manner set forth by the Board of Park Commissioners. All members shall serve at the pleasure of the Board of Park Commissioners.

Appointments to Council

Appointments to the council and the filling of vacancies shall be made by the Board of Park Commissioners. Vacancies shall be filled for the unexpired term only.

Organization of Council

At its first regular meeting following February 1 of each year, the members of the council shall elect the chair and vice-chair who shall hold office for one year. The chair shall preside over meetings, appoint appropriate sub-committees, direct the affairs and assist the assigned staff person with the meeting agenda of the council. In the absence of the chair, the duties of this office shall be performed by the vice chair.

Procedure

The council shall adopt rules and regulations to govern procedure and shall set a time for regular meetings that is scheduled quarterly.

Quorum

A majority of members shall constitute a quorum for the purpose of taking action on any agenda items.



Advisory Council Policies - 5040

Date: November , 2018

Accreditation Standard #: 1.1.2

Absence from Council Meetings

Absence of a member from two consecutive meetings, without formal consent of the council noted in the official minutes, constitutes the voluntary resignation of such absent member and the position shall be declared vacant.

Minutes of Council Meetings

The Administrator of the Parks and Recreation Department shall appoint a secretary to maintain accurate minutes of the activities and official actions of the council. This secretary shall also serve as the staff liaison between the council and the Parks and Recreation Department.

Council Duties and Responsibilities

The duties and responsibilities of the Cascades Golf Course Advisory Council shall be to:

- a. Act in an advisory capacity to the Board of Park Commissioners in all policy matters pertaining to the facilities and operations of Cascades Golf Course and to cooperate with other civic groups and governmental agencies in the advancement of the golf activities within the Bloomington community;
- b. Review and assist in the formulation of policies for Cascades Golf Course for approval by the Board of Park Commissioners;
- c. Meet with the Board of Park Commissioners annually to discuss proposed policies, programs, budgeting, future needs or other matters requiring joint deliberation;
- d. Recommend to the Board of Park Commissioners the development of additional areas or improvements at Cascades Golf Course;
- e. To assist the Board of Park Commissioners in communicating to the citizens using municipal golf courses the issues faced by the Board in operations and maintenance of present facilities;
- f. Assist in increasing revenues from all possible sources as a means of minimizing the cost to those individuals using municipal golf courses;
- g. Assist the golf program by giving input, setting policy, developing rules, or volunteering in tournaments or events that stimulate interest in golf. Youth events or outreach events are of particular requested help;



Advisory Council Policies - 5040

Date: November , 2018

Accreditation Standard #: 1.1.2

- h. Advise the Board of Park Commissioners and staff on personnel related issues that may arise such as organizational responsibilities, organizational chart, vacancies, or limited personnel resources allocated to certain priorities;
- i. Work closely with United States Golf Association and the local public, private and semi-private golf clubs in a mutually cooperative manner for the betterment of golf.





CITY OF BLOOMINGTON
parks and recreation

STAFF REPORT

Agenda Item: C-15
Date: 11/16/2018

Administrator
Review\Approval
PM

TO: Board of Park Commissioners
FROM: Lee E Huss - Urban Forester
DATE: 11/9/2018
SUBJECT: Consultant agreement with Bluestone Tree for hazardous public tree removal

Recommendation

Staff recommends the approval of the consultant agreement with Bluestone Tree for hazardous public tree removal at 4 locations.

Total amount of agreement: \$9,800

Funding source: 200-18-189503-53990 (Urban Forestry GF)

Background

Perform tree removal services at W Country Club Drive (Ash), 1410 E Hillside Ave (Ash), 508 E Cottage Grove Ave (Sugar Maple), and 106 E Kirkwood Ave (Linden) Clean-up of debris created from the operation. No stump removal is performed.

RESPECTFULLY SUBMITTED,

Lee E Huss
Urban Forester

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

This Agreement, entered into on this ____ day of _____, 2018, by and between the City of Bloomington Department of Parks and Recreation (the “Department”), and Bluestone 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 January 25, 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 Nine Thousand Eight Hundred Dollars and Zero Cents (\$9,800.00). 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 January 25, 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	Bluestone Tree
Attn: 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 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

BLUESTONE TREE LLC

Philippa M. Guthrie, Corporation Counsel

Jerad Oren, Owner

CITY OF BLOOMINGTON PARKS AND RECREATION

Paula McDevitt, Director

Kathleen Mills, President,
Board of Park Commissioners

EXHIBIT A

“Scope of Work”

The Services shall include the following:

Removal of tree and all debris with stump cut low at the following locations:

-W Country Club Drive - Large dead Ash and dead Ash trees – (\$5,200)

-106 E. Kirkwood Ave. - Hazard Linden Tree – (\$1,300)

-508 E. Cottage Grove Ave. - Street Tree removal – (\$1,700)

-1410 E. Hillside Dr. - Ash Tree removal – (\$1,600)

EXHIBIT B

E-VERIFY AFFIDAVIT

STATE OF INDIANA)
)SS:
COUNTY OF _____)

AFFIDAVIT

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

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

Signature

Printed Name

STATE OF INDIANA)
)SS:
COUNTY OF _____)

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

Notary Public’s Signature My Commission Expires: _____

Printed Name of Notary Public County of Residence: _____

EXHIBIT C

STATE OF _____)
) SS:
COUNTY OF _____)

NON-COLLUSION AFFIDAVIT

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

OATH AND AFFIRMATION

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

Dated this _____ day of _____, 2018.

Bluestone Tree LLC

By: _____

STATE OF _____)
) SS:
COUNTY OF _____)

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

Notary Public's Signature My Commission Expires: _____

Printed Name of Notary Public County of Residence: _____



CITY OF BLOOMINGTON
parks and recreation

STAFF REPORT

Agenda Item: C-16
Date: 11/16/2018

Administrator
Review\Approval
PM

TO: Board of Park Commissioners
FROM: Dave Williams, Operations Director
DATE: November 9, 2018
SUBJECT: REVIEW/APPROVAL OF UTILITY EASEMENTS - SWITCHYARD PARK

Recommendation

It is recommended the Board approve two requested utility easements to be granted to the City of Bloomington Utilities department for Switchyard Park.

Background

The City of Bloomington Utilities department (CBU) requests the granting of two utility easements 25' wide, to allow for future maintenance and repair of their South Central Interceptor, a sanitary sewer line that runs through Switchyard Park. Please see PDF attachments of the easement locations for further detail. The locations and dimension of the easements requested by CBU have been reviewed and approved by staff and our consultant.

RESPECTFULLY SUBMITTED,

Dave Williams, Operations Director

**PARCEL
 3**

25 FOOT WIDE EASEMENT DESCRIPTION

A twenty-five (25) foot wide easement, with said easement being 12.50 feet each side of the following described centerline and being a part of Section 9, Township 8 North, Range 1 West, Perry Township, Monroe County, Indiana intended to be a part of the land described and recorded in Instrument Number 2012009513, more particularly described by Matthew M. Knop LS20800146 based on the attached Exhibit A certified October 11, 2018 as part of Blades Riggert Cooper James, Incorporated Job Number 9005:

COMMENCING at a PE nail marking the Southwest Corner of said Section 9; thence NORTH 88 degree 31 minutes 32 seconds EAST, along the south line of the Southwest Quarter of said section, 110.31 feet to the POINT OF BEGINNING; thence leaving said south quarter line, NORTH 10 degree 55 minutes 06 seconds EAST, 160.24 feet to the center of a sanitary manhole lid; thence NORTH 05 degree 08 minutes 29 seconds EAST, 323.03 feet to the center of a sanitary manhole lid; thence NORTH 08 degree 02 minutes 56 seconds EAST, 434.55 feet to the center of a sanitary manhole lid; thence NORTH 00 degree 36 minutes 01 seconds WEST, 430.78 feet to the center of a sanitary manhole lid; thence NORTH 05 degree 41 minutes 21 seconds WEST, 257.91 feet to the center of a sanitary manhole lid; thence NORTH 10 degree 37 minutes 31 seconds WEST, 407.54 feet to the center of a sanitary manhole lid; thence NORTH 09 degree 41 minutes 46 seconds WEST, 130.42 feet to the eastern line of said Instrument Number 2012009513 and being NORTH 07 degree 57 minutes 45 seconds EAST, 2163.88 feet from the POINT OF COMMENCEMENT. The side lines of said easement shall be extended or shortened to meet at angle points and to terminate at said south quarter line and at the eastern line of said Instrument Number 2012009513. Said easement containing 1.24 acres more or less and subject to all legal rights of ways and easements.

CERTIFICATION

This survey was executed according to survey requirements contained in Section 1 through 19 of 865 IAC 1-12.

This certification does not take into consideration additional facts that an accurate and correct title search and/or examination might disclose.

Evidence of easements have not been located in the field and are not shown on this survey drawing.

Subject to the above reservation, I hereby certify that the survey work performed on the project shown herein was performed either by me or under my direct supervision and control and that all information shown is true and correct to the best of my knowledge and belief.

Certified this 11th day of October 2018.

Matthew M. Knop

Matthew M. Knop
 Professional Surveyor No. LS20800146
 State of Indiana





CITY OF BLOOMINGTON UTILITIES SOUTH CENTRAL
INTERCEPTOR EASEMENT EXHIBIT A
A PART OF SECTION 9, TOWNSHIP 8 NORTH, RANGE 1 WEST
PERRY TOWNSHIP
MONROE COUNTY, INDIANA
JOB No. 5005

PARCEL
4

25 FOOT WIDE EASEMENT DESCRIPTION

A twenty-five (25) foot wide easement, with said easement being 12.50 feet each side of the following described centerline and being a part of Section 9, Township 8 North, Range 1 West, Perry Township, Monroe County, Indiana intended to be a part of the land described and recorded in Instrument Number 2009022206, more particularly described by Matthew M. Kroy LS20060046 based on the attached Exhibit A certified October 11, 2018 as part of Bledsoe Riggert Cooper James, Incorporated Job Number 5005:

COMMENCING at a PK nail marking the Southwest Corner of said Section 9; thence NORTH 89 degrees 31 minutes 32 seconds EAST, along the south line of the Southwest Quarter of said section, 320.35 feet; thence leaving said south quarter line, NORTH 10 degrees 55 minutes 08 seconds EAST, 160.14 feet to the center of a sanitary manhole 8d; thence NORTH 05 degrees 06 minutes 29 seconds EAST, 325.03 feet to the center of a sanitary manhole 8d; thence NORTH 03 degrees 02 minutes 56 seconds EAST, 414.55 feet to the center of a sanitary manhole 8d; thence NORTH 00 degrees 30 minutes 01 seconds WEST, 430.78 feet to the center of a sanitary manhole 8d; thence NORTH 05 degrees 41 minutes 21 seconds WEST, 297.91 feet to the center of a sanitary manhole 8d; thence NORTH 10 degrees 57 minutes 31 seconds WEST, 407.54 feet to the center of a sanitary manhole 8d; thence NORTH 00 degrees 41 minutes 46 seconds WEST, 130.42 feet to the western line of said instrument number 2009022206 and the POINT OF BEGINNING; thence NORTH 09 degrees 41 minutes 46 seconds WEST, 120.59 feet to the center of a sanitary manhole 8d; thence NORTH 09 degrees 20 minutes 00 seconds EAST, 459.53 feet to the center of a sanitary manhole 8d; thence NORTH 01 degrees 34 minutes 20 seconds EAST, 468.23 feet to the center of a sanitary manhole 8d; thence NORTH 00 degrees 15 minutes 10 seconds WEST, 472.54 feet to the center of a sanitary manhole 8d; thence NORTH 08 degrees 07 minutes 50 seconds EAST, 362.78 feet to the center of a sanitary manhole 8d; thence NORTH 17 degrees 55 minutes 14 seconds WEST, 287.14 feet to the center of a sanitary manhole 8d; thence NORTH 00 degrees 00 minutes 08 seconds EAST, 252.28 feet (passing over the center of a sanitary manhole 8d or 258.78 feet) to the point of terminus of said centerline with said point being NORTH 04 degrees 28 minutes 38 seconds EAST, 4895.30 feet from the POINT OF COMMENCEMENT. The side lines of said easement shall be extended or shortened to meet at angle points and to terminate at the western line of said instrument number 2009022206. Said easement containing 1.43 acres more or less and subject to all legal rights of ways and easements.

CERTIFICATION

This survey was executed according to survey requirements contained in Section 1 through 18 of 855 IAC 1-12.

This certification does not take into consideration additional facts that an accurate and correct title search and/or examination might disclose.

Evidence of easements have not been located in the field and are not shown on this survey drawing.

Subject to the above reservation, I hereby certify that the survey work performed on the project shown hereon was performed either by me or under my direct supervision and control and that all information shown is true and correct to the best of my knowledge and belief.

Certified this 11th day of October 2018.

Matthew M. Kroy
Professional Surveyor No. LS20060046
State of Indiana



PERMANENT SANITARY SEWER LINE EASEMENT

THIS INDENTURE WITNESSETH, that the Bloomington, Indiana, Board of Park Commissioners, an Indiana municipal corporation, hereinafter called GRANTOR, for and in consideration of One Dollar (\$1.00) and other valuable consideration, the receipt of which is hereby acknowledged, does hereby grant to CITY OF BLOOMINGTON UTILITIES, hereinafter called GRANTEE, a perpetual easement and right-of-way across and beneath the real estate located in Monroe County, Indiana, described in a deed recorded at ***Instrument Number 2012009513*** in the Office of the Recorder of Monroe County, Indiana. The easement and right-of-way granted is more particularly described in Exhibit "A" attached hereto and made a part hereof. GRANTOR intends the easement and right-of-way to run with the land.

This easement shall constitute a right-of-way and is granted for the purpose of permitting the GRANTEE, its employees, agents, assigns and independent contractors the right to enter upon said real estate covered by this easement and right-of-way for the purposes of constructing, installing, maintaining, repairing and replacing lines as necessary.

It is further understood and agreed that as an additional consideration for the granting of this Easement and Right-of-way, GRANTEE hereby promises and agrees that after such construction, installation, maintenance, repair, or replacement, GRANTEE shall repair or cause to be repaired any and all damage done to the real estate over which the Easement and Right-of-way have been granted and agree to place such land in as good a condition as the same were immediately prior to the execution of this Easement and Right-of-way and prior to such construction, installation, maintenance, repair or replacement. Other conditions of the easement are:

1. This easement shall be exclusive to the GRANTEE; utility installations of any kind other than those specified herein are not permitted without written authorization by the GRANTEE;
2. No permanent structures or alterations within the easement will be permitted, including, but not limited to trees, signs, structures, or fences.
3. The GRANTOR shall be permitted to use the surface of the land within the easement for paving, and parking, or change the grade of the land if plans for such improvements or grading are approved by the GRANTEE prior to construction. This permission shall be based solely on engineering considerations relating to the facilities in the easement and shall not be unreasonably withheld.
4. The GRANTOR shall be responsible for the removal of any improvements and any and all costs associated therewith, which may hinder the GRANTEE'S ability to access said sanitary sewer line and appurtenances for the purpose of repair or replacement.

The GRANTOR states that he/she is the sole owner of the above described property.

IN WITNESS WHEREOF, the GRANTOR has hereunto set his/her hand and seal this _____ day of _____, 2018.

GRANTOR

TITLE

STATE OF INDIANA)
) SS:
COUNTY OF MONROE)

SUBSCRIBED AND SWORN TO before me this _____ day of _____, 2018.

My Commission Expires:

Notary Public

Resident of _____ County

Name Printed

I affirm under penalties of perjury that I have taken reasonable care to redact each Social Security Number in this document, unless required by law.

Signed: _____

Name Printed: _____

This instrument prepared by Christopher J. Wheeler, Assistant City Attorney,
City of Bloomington Legal Department, P. O. Box 100, Bloomington, Indiana 47402

DULY ENTERED
FOR TAXATION

JUN 18 2012

③ (parcel 1) ✓

H
Auditor Monroe County, Indiana

12

QUITCLAIM DEED

2012009513 GC \$27.00
06/18/2012 10:49:32R 6 PGS
Jim Fielder
Monroe County Recorder IN
Recorded as Presented

THIS INDENTURE WITNESSETH, that the City of Bloomington, Indiana, by its Redevelopment Commission, an Indiana municipal corporation ("Grantor"), RELEASES and QUITCLAIMS to the Bloomington, Indiana, Board of Park Commissioners, an Indiana municipal corporation ("Grantee"), for the sum of One Dollar (\$1.00) and other valuable consideration, the receipt of which is hereby acknowledged, the following described real estate in Monroe County, in the State of Indiana: 015-33255-00, 015-33250-00, 015-64780-00, 015-02003-03, 015-33245-00, 015-32265-00 ✓

All its right, title, and interest in and to those three (3) certain tracts or parcels of land situate, lying and being at Bloomington, Monroe County, Indiana, individually referred to as "Parcel One," "Parcel Two," and "Parcel Three," hereinafter collectively designated "the Premises," more particularly described in Exhibit A, attached hereto and incorporated herein, and containing 29.20 acres, more or less,

Subject to the Occupancy Easement described in the Quitclaim Deed from CSX Transportation, Inc. to the City of Bloomington dated December 16, 2005 and recorded as Instrument No. 2005025684 in the Office of the Recorder of Monroe County, Indiana.

Subject to the Environmental Restrictive Covenant executed November 8, 2010, and recorded as Instrument Number 2010017221 in the Office of the Recorder of Monroe County, Indiana. Grantee, by acceptance of this Quitclaim Deed, hereby covenants that it, its successors, heirs, legal representatives or assigns, will use the Premises only for the construction and operation of a recreational trail and related facilities and will prohibit the residential development and use of the Premises.

Subject to the terms and conditions contained in the Purchase and Sale Agreement, which is also the Interim Trail Use/Railbanking Agreement, dated November 28, 2005, entered into by and between CSX Transportation, Inc. and the City of Bloomington, Indiana. By Decision and Notice of Interim Trail Use or Abandonment served October 17, 2003, the Surface Transportation Board ("STB") imposed a Notice of Interim Trail Use ("NITU") on Parcel One. Grantee for itself, its successors and assigns, acknowledges that Parcel One remains subject to the jurisdiction of the STB for purposes of reactivating rail service. In the event that rail service is reactivated, terms and conditions relating to reimbursement and expenses shall be governed by certain terms and conditions contained in that certain Purchase and Sale Agreement dated November 28, 2005, which terms and conditions are the interim trail use agreement for purposes of 16 U.S.C. 1247(d), 49 U.S.C. 10901(d), and all STB orders relating to the same that pertain to Parcel One.

Said covenants shall run with title to the Premises conveyed and bind upon Grantee, Grantee's heirs, legal representatives and assigns, or corporate successors and assigns, and anyone claiming title to or holding Premises through Grantee.

IN WITNESS WHEREOF, Grantors have caused this deed to be executed this 4th day of June, 2012.

BLOOMINGTON REDEVELOPMENT COMMISSION

By: David Walter
David Walter, President

Attest: Michael Gentile
Mike Gentile, Secretary

EXHIBIT "A"
PERMANENT SANITARY SEWER EASEMENT
Bloomington, Indiana, Board of Park Commissioners
Instrument Number 2012009513

A twenty-five (25) foot wide easement, with said easement being 12.50 feet on each side of the following described centerline; prepared by Matthew M. Knoy LS 20800146, as part of Bledsoe Riggert Cooper James Incorporated Job Number 9005.

A part of a parcel of land described in Instrument Number 2012009513, in the Office of the Recorder of Monroe County, Indiana, also being a part of the West Half of Section 9, Township 8 North, Range 1 West, Monroe County, Indiana, more particularly described as follows:

COMMENCING at a _____ marking the Southwest Corner of Section 9; thence NORTH __ degree __ minutes __ seconds EAST, along the south line of the Southwest Quarter, _____ feet; thence leaving said south line, NORTH _____ degrees __ minutes __ seconds _____, _____ feet to the north Right-of-Way of Country Club Drive and the **POINT OF BEGINNING**; thence NORTH 10 degrees 55 minutes 08 seconds EAST, _____ feet to the center of a sanitary manhole lid (MH 14); thence NORTH 06 degrees 08 minutes 29 seconds EAST, 323.03 feet to the center of a sanitary manhole lid; thence NORTH 03 degrees 02 minutes 56 seconds EAST, 414.55 feet to the center of a sanitary manhole lid; thence NORTH 00 degrees 36 minutes 01 seconds WEST, 420.78 feet to the center of a sanitary manhole lid; thence NORTH 05 degrees 41 minutes 21 seconds WEST, 297.91 feet to the center of a sanitary manhole lid; thence North 10 degrees 37 minutes 31 seconds West, 407.54 feet to the center of a sanitary manhole lid (MH 19, +- Sta 85+00) and to a point on the east line of said parcel, and the terminus of said easement centerline.

The side lines of said 25 foot easement to be extended or shortened to meet at angle points and to terminate at the east line of said Southeast Quarter.

Parcel 4

PERMANENT SANITARY SEWER LINE EASEMENT

THIS INDENTURE WITNESSETH, that The City of Bloomington, hereinafter called GRANTOR, for and in consideration of One Dollar (\$1.00) and other valuable consideration, the receipt of which is hereby acknowledged, does hereby grant to CITY OF BLOOMINGTON UTILITIES, hereinafter called GRANTEE, a perpetual easement and right-of-way across and beneath the real estate located in Monroe County, Indiana, described in a deed recorded at *Instrument Number 2009022206* in the Office of the Recorder of Monroe County, Indiana. The easement and right-of-way granted is more particularly described in Exhibit "A" attached hereto and made a part hereof. GRANTOR intends the easement and right-of-way to run with the land.

This easement shall constitute a right-of-way and is granted for the purpose of permitting the GRANTEE, its employees, agents, assigns and independent contractors the right to enter upon said real estate covered by this easement and right-of-way for the purposes of constructing, installing, maintaining, repairing and replacing lines as necessary.

It is further understood and agreed that as an additional consideration for the granting of this Easement and Right-of-way, GRANTEE hereby promises and agrees that after such construction, installation, maintenance, repair, or replacement, GRANTEE shall repair or cause to be repaired any and all damage done to the real estate over which the Easement and Right-of-way have been granted and agree to place such land in as good a condition as the same were immediately prior to the execution of this Easement and Right-of-way and prior to such construction, installation, maintenance, repair or replacement. Other conditions of the easement are:

1. This easement shall be exclusive to the GRANTEE; utility installations of any kind other than those specified herein are not permitted without written authorization by the GRANTEE;
2. No permanent structures or alterations within the easement will be permitted, including, but not limited to trees, signs, structures, or fences.
3. The GRANTOR shall be permitted to use the surface of the land within the easement for paving, and parking, or change the grade of the land if plans for such improvements or grading are approved by the GRANTEE prior to construction. This permission shall be based solely on engineering considerations relating to the facilities in the easement and shall not be unreasonably withheld.
4. The GRANTOR shall be responsible for the removal of any improvements and any and all costs associated therewith, which may hinder the GRANTEE'S ability to access said sanitary sewer line and appurtenances for the purpose of repair or replacement.

The GRANTOR states that he/she is the sole owner of the above described property.

IN WITNESS WHEREOF, the GRANTOR has hereunto set his/her hand and seal this _____ day of _____, 2018.

GRANTOR

TITLE

STATE OF INDIANA)
) SS:
COUNTY OF MONROE)

SUBSCRIBED AND SWORN TO before me this _____ day of _____, 2018.

My Commission Expires:

Notary Public

Resident of _____ County

Name Printed

I affirm under penalties of perjury that I have taken reasonable care to redact each Social Security Number in this document, unless required by law.

Signed: _____

Name Printed: _____

This instrument prepared by Christopher J. Wheeler, Assistant City Attorney,
City of Bloomington Legal Department, P. O. Box 100, Bloomington, Indiana 47402

DULY ENTERED
FOR TAXATION

DEC 22 2009

2009022206 QC \$36.00
12/30/2009 08:01:29A 10 PGS

Monroe County Recorder IN
Recorded as Presented

M 13
Auditor Monroe County, Indiana

RETURN TO: The City of Bloomington
Chief of Staff and Corporate Counsel
Suite 220
401 S. Morton Street
Bloomington, IN 47402
Attention: Kevin Robling, Esq. and Margie Rice, Esq.

QUITCLAIM DEED

THIS QUITCLAIM DEED, made this 15th day of December, 2009, between CSX TRANSPORTATION, INC., a Virginia corporation, whose mailing address is 500 Water Street, Jacksonville, Florida 32202, hereinafter called "Grantor", and THE CITY OF BLOOMINGTON, whose mailing address is Chief of Staff and Corporate Counsel, 401 S. Morton Street, Suite 220, Bloomington, Indiana 47402, hereinafter called "Grantee", WITNESSETH:

(Wherever used herein, the terms "Grantor" and "Grantee" may be construed in the singular or plural as the context may require or admit, and for purposes of exceptions, reservations and/or covenants, shall include the heirs, legal representatives and assigns of individuals or the successors and assigns of corporations.)

THAT Grantor, for and in consideration of the sum of FOUR HUNDRED THOUSAND AND NO/100 DOLLARS (\$400,000.00), to it in hand paid by Grantee, the receipt of which is hereby acknowledged, does hereby RELEASE, REMISE and forever QUITCLAIM unto Grantee, its successors and assigns, all right, title and interest of Grantor, if any, in and to those certain five (5) tracts or parcels of land situate, lying and being at Bloomington, County of Monroe, State of Indiana, hereinafter designated "the Premises," more particularly described in Exhibit A, and a perimeter description of the parcels described in Exhibit A, attached hereto and incorporated herein, and containing 27.718 acres, more or less.

RESERVING unto Grantor, its successors and assigns, a perpetual exclusive easement, hereinafter the "Occupancy Easement", in, over, under and along those portions of the Premises encumbered by existing occupancies of every type and nature, whether recorded or not, together with the right to maintain, operate, use, replace, relocate, renew and remove such occupancies, TOGETHER WITH the further right to assign the Occupancy Easement, and/or the rights reserved pursuant thereto, in whole or in part, and to lease, license or permit third parties to use the Occupancy Easement and/or the rights reserved pursuant thereto.

PROVIDED, that Grantee, its successors and assigns shall not disturb any existing facilities located within the Occupancy Easement or any facilities subsequently placed within the utility easement reserved hereunder, nor cause or permit any interference with the enjoyment or use of the rights, interests and privileges created under the Occupancy Easement or the utility easement, EXCEPT

when it is shown on the Park Plans?

EXHIBIT "A"
PERMANENT SANITARY SEWER EASEMENT
City of Bloomington
Instrument Number 2009022206

A twenty-five (25) foot wide easement, with said easement being 12.50 feet on each side of the following described centerline; prepared by Matthew M. Knoy LS 20800146, as part of Bledsoe Riggert Cooper James Incorporated Job Number 9005.

A part of a parcel of land described in Instrument Number 209022206, in the Office of the Recorder of Monroe County, Indiana, also being a part of the West Half of Section 9, Township 8 North, Range 1 West, Monroe County, Indiana, more particularly described as follows:

COMMENCING at a _____ marking the Southwest Corner of said Section 9; thence NORTH __ degree __ minutes __ seconds EAST, _____ feet along the south line of the Southwest Quarter; thence leaving said south line, NORTH _____ degrees __ minutes __ seconds _____, _____ feet to the north Right-of-Way of Country Club Drive; thence NORTH 10 degrees 55 minutes 08 seconds EAST, _____ feet to the center of a sanitary manhole lid (MH 14); thence NORTH 06 degrees 08 minutes 29 seconds EAST, 323.03 feet to the center of a sanitary manhole lid; thence NORTH 03 degrees 02 minutes 56 seconds EAST, 414.55 feet to the center of a sanitary manhole lid; thence NORTH 00 degrees 36 minutes 01 seconds WEST, 420.78 feet to the center of a sanitary manhole lid; thence NORTH 05 degrees 41 minutes 21 seconds WEST, 297.91 feet to the center of a sanitary manhole lid; thence North 10 degrees 37 minutes 31 seconds West, 407.54 feet to the center of a sanitary manhole lid (MH 19, +-Sta 85+00) and to a point on the west line of said parcel, and the **POINT OF BEGINNING**; thence NORTH 03 degrees 41 minutes 46 seconds West, 251.01 feet to the center of a sanitary manhole lid; thence NORTH 09 degrees 20 minutes 03 seconds EAST, 499.53 feet to the center of a sanitary manhole lid; thence NORTH 01 degree 24 minutes 20 seconds EAST, 468.28 feet to the center of a sanitary manhole lid; thence NORTH 00 degrees 15 minutes 10 seconds WEST, 472.54 feet to the center of a sanitary manhole lid; thence NORTH 08 degrees 07 minutes 50 seconds EAST, 362.78 feet to the center of a sanitary manhole lid; thence NORTH 17 degrees 53 minutes 14 seconds WEST, 287.14 feet to the center of a sanitary manhole lid; thence NORTH 03 degrees 00 minutes 08 seconds EAST, 252.28 feet to the center of a sanitary manhole lid and the terminus of said easement centerline.

The side lines of said 25 foot easement to be extended or shortened to meet at angle points and to terminate at the east line of said Southeast Quarter.

_____ blanks require information from BRCJ, surveyors who “as build” the sewer line in order to provide bearings and distances between the new manholes.

MH# and +/- Sta. are to assist BRCJ in determining where the property lines are between parcels 3 & 4



CITY OF BLOOMINGTON
parks and recreation

STAFF REPORT

Agenda Item: C-17
Date: 11/13/2018

Administrator
Review\Approval
PM

TO: Board of Park Commissioners
FROM: Dave Williams, Operations Director
DATE: November 13, 2018
**SUBJECT: REVIEW/APPROVAL OF CONSULTANT CONTRACT AGREEMENT
PROPERTY APPRAISAL AT 1850 S. WALNUT STREET.**

Recommendation

It is recommended the Board approve a consultant contract agreement with Monroe/Owen Appraisal in the amount of \$1,500 for a real estate property appraisal at 1850 S. Walnut Street.
Funding source: 200-18-189000-53110 (Operations GF)

Background

The former rail corridor that once connected the Switchyard property to 1850 S. Walnut Street is owned by BPRD and has been determined to be surplus to the needs of both the department and City of Bloomington. In order for the property to be officially declared surplus, and made available for sale to the public, an appraised value for the property must be determined. Monroe/Owen Appraisal has the required experience needed to determine the property value of an abandoned rail corridor, has the schedule availability required to complete the project on the timetable desired, and we have been satisfied with their performance on past projects. See attached aerial map location of the subject property.

RESPECTFULLY SUBMITTED,

Dave Williams, Operations Director



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

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

Article 1. Scope of Services Consultant shall provide property appraisal for 1850 S. Walnut Street in Bloomington, Indiana (the "Services"). Consultant shall diligently provide the Services under this Agreement and shall complete the Services described in this Agreement in a timely manner consistent with the Standard of Care identified in Article 2. Consultant shall complete the Services required under this Agreement on or before December 31, 2018, unless the parties mutually agree to a later completion date. Completion shall mean completion of all work related to the Services. In the performance of Consultant's work, Consultant agrees to maintain such coordination with the Department as may be requested and desirable, including primary coordination with Dave Williams as the Department's Project Manager. Consultant agrees that any information or documents, including digital GIS information, supplied by the Department pursuant to Article 3, below, shall be used by Consultant for this project only, and shall not be reused or reassigned for any other purpose without the written permission of the Department.

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

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

Article 4. Compensation The Department shall pay Consultant for all fees and expenses in an amount not to exceed One Thousand Five Hundred Dollars and zero cents (\$1,500). Consultant shall submit an invoice to the Department upon the completion of the Services described in Article 1. The invoice shall be sent to: Dave Williams, City of Bloomington, 401 N. Morton, Suite 250, Bloomington, Indiana 47404. Invoices may be sent via first class mail postage prepaid or via email. Payment will be remitted to Consultant within forty-five (45) days of receipt of invoice. Additional services not set forth in Article 1, or changes in the Services must be authorized in writing by the Department or its designated project coordinator prior to such work being performed, or expenses incurred. The Department shall not make payment for any unauthorized work or expenses.

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

Article 6. Schedule Consultant shall perform the Services no later than December 31, 2018. The time limits established by this schedule shall not be exceeded, except for reasonable cause as mutually agreed by the parties.

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

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

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

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

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

Article 12. Insurance During the performance of any and all Services under this Agreement, Consultant shall maintain the following insurance in full force and effect: a) General Liability Insurance, with a minimum combined single limit of \$1,000,000 for each occurrence and \$2,000,000 in the aggregate; b) Automobile Liability Insurance, with a minimum combined single limit of \$1,000,000 for each person and \$1,000,000 for each accident; c) Workers' Compensation Insurance in accordance with the statutory requirements of Title 22 of the Indiana Code; and d) Professional Liability Insurance ("Errors and Omissions Insurance") with a minimum limit of \$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: Dave Williams, 401 N. Morton, Bloomington, IN 47402. Consultant: Shawn Patterson, 702 W. 17th Street, Bloomington, IN 47404.** Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of the Department and Consultant.

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

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

CITY OF BLOOMINGTON

MONROE/OWEN APPRAISAL INC.

Philippa M. Guthrie, Corporation Counsel

Shawn M. Patterson, Appraiser

CITY OF BLOOMINGTON PARKS AND RECREATION

Paula McDevitt, Director

Kathleen Mills, President, Board of Park Commissioners

EXHIBIT B

STATE OF _____)
) SS:
COUNTY OF _____)

NON-COLLUSION AFFIDAVIT

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

OATH AND AFFIRMATION

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

Monroe/Owen Appraisal Inc.

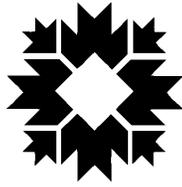
By: _____

STATE OF _____)
) SS:
COUNTY OF _____)

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

_____ My Commission Expires: _____
Notary Public's Signature

_____ County of Residence: _____
Printed Name of Notary Public



CITY OF BLOOMINGTON
parks and recreation

STAFF REPORT

Agenda Item: C-18
Date: 11/16/2018

Administrator
Review\Approval
PM

TO: Board of Park Commissioners
FROM: Steve Cotter, Natural Resources Manager
DATE: November 27, 2018
SUBJECT: Acceptance of Proposed Property Donation Adjacent to Griffy Lake Nature Preserve

Recommendation

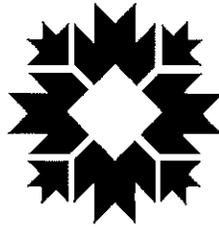
Staff recommend acceptance of this proposed property donation.

Background

A 20-acre property adjacent to Griffy Lake Nature Preserve has been offered to the Department. The land contains high-quality hardwood forest and a tributary that flows into the middle fork of Griffy Creek. The landowner has title insurance for the property and a Phase 1 Environmental Study of the property has been completed. The appraised value of the property is \$152,000. There are two collapsed cabins on the property and which will need to be removed.

RESPECTFULLY SUBMITTED,

Steve Cotter, Natural Resources Manager



CITY OF BLOOMINGTON
parks and recreation

LAND ACQUISITION EVALUATION

Location(s):	3255 N. Russell Rd. Bloomington, IN 47408
Owner(s):	Julia Heiman
Size:	Approximately 20.3 acres
Structure(s):	Two unoccupied cabins
Site(s):	This C-shaped property, surrounding four private residences on North Russell Rd., shares a 500-foot boundary line with the Griffy Lake Nature Preserve. This proposed donation would extend the Preserve east to Russell Rd. The property is in Section 23, Township 9, Range 1 W in Bloomington Township.
Zoning:	Conservation Residential
Appraisals:	No known appraisals. Property was valued at \$101,500 when assessed on 3-30-2017.
Distance to City Park (s):	Adjacent to Griffy Lake Nature Preserve
Justification:	Acceptance of this property would expand the Griffy Lake Nature Preserve and would protect forest land and stream habitat.
Environmental:	No known environmental studies.
History:	The majority of this parcel has been allowed to return to mature hardwood forest for several decades. Two small unoccupied cabins exist on the property. A gravel roadway provides access to two occupied homes adjacent to the property being considered for donation. The property is subject to several easements including: a 25-foot easement for a dirt trail along the north side of the property, a 25-foot road easement along the entire existing roadway, a water line easement along the north end of the property, an electric pole easement to the Public Service Company of Indiana, Inc. and a Use and Maintenance agreement for upkeep of the gravel road.
Inspections:	Property toured by the owner, Julia Heiman, and Steve Cotter on November 6, 2017 and by Jon Behrman and Steve Cotter on December 1, 2017.
Funding:	Proposed donation

Communications: The Sycamore Land Trust suggested to the property owner that Bloomington Parks and Recreation may be interested in accepting the property.

Ecological: High quality mature oak/hickory forest covers most of the property with scattered infestations of woody plants on the perimeter, and along a power line right-of-way. The understory is unnaturally open most likely due to high deer browse pressure. One small opening with scattered trees has been maintained by mowing. Two intermittent streams, flowing southwest through two deeply incised ravines, eventually reach the middle fork of Griffy Creek.

Development Potential: The majority of this property consists of steep ravines containing intermittent creeks, which limits the development potential of the site, however a gravel road follows a flat ridgetop through the central portion of the property which could potentially contain buildable home sites.

Management/Maintenance Considerations: Vegetation management would be required to control invasive species for at least three years. The property owner and adjoining neighbors have an agreement to share maintenance costs for the gravel road.

ACQUISITION CONSIDERATIONS:

PROS:

- Expansion of Griffy Lake Nature Preserve
- Forest protection
- Stream protection

CONS:

- Two unoccupied cabins and a rubble pile left from a collapsed cabin would need to be removed.
- Invasive plant species are present at the north end of the parcel.
- A gravel road, providing access to two homes, would require routine maintenance.

PARKS RECOMMENDATION:

Accept this proposed donation.

Phase I Environmental Site Assessment

3255 North Russell Road
Bloomington, Indiana 47408



Prepared for:

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

Prepared by:



VET Environmental Engineering, LLC
2335 West Fountain Drive
Bloomington, Indiana 47404

Date:

June 22, 2018

Project Number:

18-47

Phase I Environmental Site Assessment

**3255 North Russell Road
Bloomington, Indiana 47408**

VET ENVIRONMENTAL ENGINEERING, LLC PROJECT NO. 18-47

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QUALIFICATIONS OF ENVIRONMENTAL PROFESSIONAL



1.0 EXECUTIVE SUMMARY

VET Environmental Engineering, LLC (VET) performed a Phase I Environmental Site Assessment (Phase I) on one parcel of conservation residential zoned land located in Bloomington Township, Monroe County, Indiana, at 3255 North Russell Road, Bloomington, Indiana, 47408 (Property). The Property location is depicted on the area map (**Exhibit 1**) and an aerial photo with approximate property boundaries (**Exhibit 2**). The Phase I was performed for City of Bloomington Parks and Recreation Department (Parks) at the request of Mr. Dave Williams, the Operations and Development Director of Parks. The Property is owned by Ms. Julia Heiman. The Phase I is being conducted as a due diligence measure pursuant to donation of the Property to the Parks.

Investigations and interviews with persons knowledgeable of the Property did not reveal potential sources of environmental concern on the Property.

The following de minimis conditions were identified during the Phase I:

- Based on the age of the single-family dwellings on the Property the presence of lead-based paint (LBP) and asbestos containing materials (ACM) is possible. The potential presence of LBP and ACM in the structures does not constitute an REC. If demolition plans arise the suspected LBP and ACM could pose a threat to the Property and would warrant further investigation, permitting, or notifications prior to dismantling and demolition activities.
- Suspected visible mold was observed within the derelict residential structure on the Property. If demolition plans arise mold cleaning and/or removal activities should be undertaken by persons or organizations qualified for mold remediation.

Based upon the results of the Phase I further environmental investigation is not warranted.

2.0 INTRODUCTION

2.1 Purpose

The purpose of this Phase I is to evaluate the Property for current and historic sources of environmental concern, evidence of hazardous substance disposal or release from or onto the Property, evidence of environmental threats from adjoining properties, and whether further environmental testing of the Property is warranted.

2.2 Detailed Scope of Services

VET performed the Phase I at the Property in accordance with the *ASTM Standard Practice for Environmental Site Assessments: Phase I ESA Process (Designation: E1527-13)*. The ASTM Standard incorporates the Federal EPA regulation of all appropriate inquiry (AAI) site assessment. The scope of work included a historical review of the Property's ownership and operations, a walk-through inspection of the Property, a walk-through or drive-through reconnaissance of adjoining properties, and a review of select agency records, databases, and interviews of appropriate contacts familiar with the Property. A list of persons interviewed is included as **Attachment 1**.



The Phase I included a vapor encroachment screen (VES). The VES investigation generally adheres to the Tier 1 and Tier 2 Screening process as defined in the *ASTM Standard Guide for Vapor Encroachment Screening on Property Involved in Real Estate Transactions (Designation: E2600-10)*. The VES is intended to evaluate the potential for vapors to migrate on, or close to the Property from on-site or off-site contaminated groundwater or soil. Approximate minimum search distances utilized are 0.10-mile for petroleum sites and 0.33-mile for other volatile contaminants of concern (COC) sites. The minimum search distances are further utilized in cases where final closure status of potential historic sources of contaminants is unknown.

It is VET's professional judgment that the scope of this investigation was sufficient to determine if further investigation is warranted, given the nature and specific circumstances of the Property. The opinions rendered herein are based upon VET's best professional efforts in determining the environmental status of the Property and, as such, are not a guarantee. VET's professional efforts embody the highest standards for assessing potential adverse environmental conditions at the time of this investigation.

2.3 Significant Assumptions

VET conducted this Phase I with the goal of assessing environmental conditions pertaining to suitability for conservation land uses at the Property. This investigation does not evaluate or address all conceivable environmental conditions.

2.4 Limitations and Exceptions

The Phase I was conducted using the highest standard of diligence, care, and skill that experienced professionals in the field relevant to the Phase I would use under similar circumstances, at the period the Phase I was performed. VET relied on the information provided to it except to the extent that VET had actual knowledge that certain information was incorrect based on other information obtained in performing the Phase I or otherwise actually known to the environmental professional. The environmental professional reviewed reasonably ascertainable information from standard sources. Reasonably ascertainable information is described as 1) publicly available, 2) obtainable from its source within reasonable time and costs constraints, and 3) practically reviewable (ASTM, 2013). VET makes no representation concerning the legal significance of its findings or the value of the Property investigated.

Karst features were not observed or reported on the Property or adjoining properties (IndianaMap, 2018). The scope of the Phase I did not include an inventory, detailed mapping or the evaluation of engineering or other considerations associated with karst topography features. The scope of the Phase I did not include an assessment of potential subsidence issues on the Property.

The scope of the Phase I included an abbreviated visual search for potential wetland areas on the Property. No formal wetland determination or delineation was conducted. The scope of the Phase I ESA did not include an in-depth assessment of any water resource related issues including wetlands, jurisdictional waterways, or flood issues.

This report does not constitute legal advice, nor does VET purport to give legal advice. Certain information contained in this report may be provided by agencies and/or personal interviews. VET will make no representations or warranties that such information is accurate or that any independent



investigation, beyond the agreed-upon scope of services, has been or will be made to verify the accuracy of such information.

2.5 User Reliance

User is defined as the party seeking to use Practice E1527 to complete an ESA of the Property. This includes a potential purchaser, a potential tenant, a current owner, a lender, a property manager, and others without limitation. The user of this Phase I report is Parks. No entity other than Parks is entitled to rely upon any information or opinions contained in this report.

2.6 Location and Legal Description

The Property is located at 3255 North Russell Road in Bloomington Township, Bloomington, Indiana (**Exhibit 1**). The Property location is depicted on the area map provided (**Exhibit 1**). An aerial photo with approximate parcel boundaries shows the layout of the Property and associated process areas (**Exhibit 2**). Aerial photographic documentation is provided in **Attachment 2**. The Property is comprised of one parcel of conservation residential land located and described as:

TABLE 1. Location and Legal Description		
Parcel #	Legal	Acres
53-01-22-200-000.000-004	012-22000-00 PT SE 23-9-1W 20.30 A Plat 23	20.30

VET obtained a Warranty Deed that includes a legal description of the Property to identify parcel information. This information is included as **Attachment 3**. Title Records for the Property can be found in **Section 3.2** of this report. The Property is owned by Ms. Julia Heiman.

2.7 Property and Vicinity General Characteristics

The Property is in the Norman Upland physiographic region of Indiana (IndianaMap, 2018) at an approximate elevation of 763' above mean sea level (MSL) (EDR Radius Map Report, 2018). The presence of rugged topography and high relief is documented within the Norman Upland physiographic region (Gray, 2000). Entrenched valleys and their tributaries have, in most places, left only vestigial upland flats among dendritic ridges within the Norman Upland (Gray, 2000).

Bedrock is mapped as Mississippian Age, Sanders Group containing mostly dolomite, shale, and chert limestone, and Mississippian Age, Borden Group containing mostly shale, sandstone, and limestone (IndianaMap, 2018). Bedrock is shallow in this area and expected to be less than fifty (50) feet below ground surface (Fenelon and Bobay, 1994, p.142).

The ground surface of the Property slopes to the northwest and southeast along a prominent ridge feature that runs from the northeastern Property corner at an approximate surface elevation of 800' above MSL to the southwestern Property edge at an approximate surface elevation of 710' above MSL. Two steep ravines containing perennial streams are located on either side of the ridge on the northern and southern portions of the Property, respectively. The upper elevation of the northern perennial stream is located at approximately 780' above MSL and drains to the lower elevation of 720' above MSL at the western Property boundary. The upper elevation of the southern perennial stream is located at approximately 770' above MSL and drains to the lower elevation of 690' above MSL at the southern Property boundary. Surface water runoff flows as sheet flow to two unnamed perennial streams of Griffy



Creek on the Property (**Exhibit 2**). The Property is located within the Buck Creek – Beanblossom Creek watershed.

2.8 Desktop Reconnaissance

The Property location is depicted on the area map provided using graphics obtained from the United States Geological Survey (USGS), Bloomington, IND, 1:24,000 Topographic Map, 2016 (**Exhibit 1**). The area map extends more than one-quarter mile beyond the Property boundaries. No wells are located within one-quarter mile of the Property, according to the Indiana Department of Natural Resources (IDNR) Water Well Survey. Additional information on **Exhibit 1** was obtained from the Indiana Department of Homeland Security (IDHS), the USGS National Hydrography Database (NHD), and the National Agricultural Imagery Program (NAIP).

Parcel Map

An aerial photo with approximate parcel boundaries shows the layout of the Property and associated process areas (**Exhibit 2**). Graphics included on **Exhibit 2** are from the IDHS and the NAIP.

Wetlands and Flood Zones

Wetland features were identified by the National Wetlands Inventory (NWI) (**Exhibit 2**). Flood zones were not identified on the Property by the Federal Emergency Management Agency (FEMA) Flood Insurance Rate Maps (FIRM).

Water Resources

Perennial stream features were identified on the Property based on review of the USGS National Hydrography Database (NHD) (**Exhibit 2**).

Soils

Soils on the Property are mapped as Berks-Weikert Complex, 25-27% Slopes (52.9%), Caneyville-Hagerstown Silt Loam, Karst (31.6%), Caneyville Silt Loam, 12-18% Slopes (15.5%) (**Exhibit 3**). A review of the United States Department of Agriculture (USDA) National Resources Conservation Service (NRCS) national list of hydric soils indicates that soils on the Property are not included on the Hydric Soils List for Monroe County, Indiana (USDA, 2015). The drainage qualities of the soils on the Property do not appear to present conditions favorable for wetland development. Soils information is from the USDA Web Soil Survey (WSS).

2.9 Current Use of the Property

The Property is not utilized for commercial/industrial or residential purposes. The derelict structure on the Property is not currently occupied.

2.10 Descriptions of Structures, Roads, and Other Improvements

Two collapsed single-family residential structures (#1 and #2) and one derelict single-family residential structure are located on the Property. The structures were constructed on the Property sometime between 1967 and 1975 based on a review of historical aerial photography and interviews with knowledgeable persons. A gravel access road from North Russell Road is present on the Property that



terminates near the center of the Property. No paved surfaces were observed on the Property. See **Section 5.3** for additional discussion regarding improvements on the Property.

Access to the Property is provided by a gravel driveway from North Russell Road on the southeastern boundary of the Property. The Property has electrical and water service and does not have gas and sanitary sewer service. B&B Water Project, Inc. (B&B) provides drinking water for the Property and surrounding area. B&B obtains water from the City of Bloomington Utilities (CBU) who in turn obtains water from Lake Monroe, a surface water reservoir located southeast of Bloomington. Groundwater is not utilized for drinking water in this area of Bloomington.

2.11 Current Uses of Adjoining Properties

The Phase I included a reconnaissance of the adjoining properties to identify any potential environmental problems that might adversely affect the Property. Adjoining properties were visually inspected during walkovers from readily accessible public thoroughfares and the subject Property. The Property and adjoining properties are shown on **Exhibit 4**. Immediately adjoining properties are as follows:

TABLE 2. Current Uses of Adjoining Properties	
Direction	Description
North	An undeveloped/vacant parcel of land and a residential parcel of land adjoin the northern boundary of the Property.
East	Eight parcels of residential land and one parcel of undeveloped/vacant land containing woodland adjoin the eastern boundaries of the Property**.
South	Two parcels of residential land adjoin the southern boundary of the Property.
West	Two undeveloped/vacant parcels of land containing woodland and one residential parcel of land adjoin the western boundaries of the Property**.

**The Property is an irregular “C-Shaped” parcel that has multiple boundaries that are considered the eastern and western boundaries, respectively for reporting purposes.

3.0 USER PROVIDED INFORMATION

3.1 User Questionnaire

Mr. Steve Cotter, the Natural Resources Manager of Parks, was provided a User Questionnaire (Questionnaire) concerning the Property. The Questionnaire is included in **Attachment 1**. Information from the Questionnaire is summarized in this report.

3.2 Title Records

A title search as outlined in the ASTM standard was conducted. Title information is utilized to help determine historic land use and to give guidance in locating persons knowledgeable about the Property. Transfer records were examined, and the title was reviewed for a period of approximately 91 years for the Property.

City and county directories for the Property were examined at the Monroe County Public Library. City directories from 1998 until 2017 were examined at a minimum of five-year intervals. 1998 is the first year that North Russell Road is listed in the directories. The available title records and city directory information is as follows:



TABLE 3. Title Records & City Directory Listings		
Chain of Title		
Transfer Date	Sold By	Sold To
04-12-2011	Robert Hillman Reed	Julia Heiman
07-21-2010	Mary James	Robert Hillman Reed
02-06-2009	John Sare et al.	Mary James
07-12-1971	Larry E. & Katherine N. Canada	John Sare et al.
08-13-1968	Isaac E. & Bessie F. Wheaton	Larry E. & Katherine N. Canada
10-27-1956	Donald & Clara Vaughn	Isaac E. & Bessie F. Wheaton
05-16-1952	Ruth Vaughn	Donald & Clara Vaughn
05-16-1952	Donald Vaughn	Ruth Vaughn
08-22-1947	Jean Johnston (1/2 Int.) & Bertie Cox (1/2 Int.)	Donald Vaughn
12-23-1946	Bertie Cox (1/2 Int.)	Jean Johnston (1/2 Int.)
08-31-1945	Thomas & Geneva Stone	Bertie Cox
05-09-1940	Otto & Grace Branam	Thomas & Geneva Stone
08-19-1933	Homer Beans	Otto & Grace Branam
02-05-1927	George Ryan	Homer Beans
Pre-1925	N/A	George Ryan
City Directory Listings:		
Year(s)	Listing: 3255 North Russell Road, Bloomington, Indiana 47408	
2015 – 2017	No Current Listing	
1998 – 2011	Address Not Listed	

VET and personnel within the Monroe County Recorder’s and Auditor’s Offices were not able to locate title records prior to the above-referenced dates. All information pertaining to the transfer of title for the Property recorded in the tables above was obtained from the Monroe County Recorder’s and Auditor’s Offices. Evaluation of Property ownership prior to 1925 was not possible.

3.3 Environmental Liens or Activity and Use Limitations

Environmental liens or activity and use limitations (AULs) were not observed during the title search or reported in interviews. VET’s search for environmental liens did not include any liens that may not be recorded.

3.4 Specialized Knowledge

The User reported that the Property contains “cabins” that were utilized for residential purposes during the 1970s and 1980s. The Property is reportedly subject to access easements.

3.5 Commonly Known or Reasonably Ascertainable Information

The User did not report any commonly known or reasonably ascertainable information beyond the information presented in this report. VET has no commonly known or reasonably ascertainable information beyond the information presented in this report.

3.6 Valuation Reduction for Environmental Issues

Mr. Steve Cotter did not report any valuation reduction for environmental issues on the Questionnaire. The Questionnaire is included in **Attachment 1**.



3.7 Owner, Manager, and Occupant Information

The Property is owned and managed by Ms. Julia Heiman and is currently unoccupied. See **Section 6.0** for a summary of the interview with the owner of the Property.

3.8 Reason for Performing Phase I

Parks commissioned this Phase I ESA as part of a due diligence investigation pursuant to donation of the Property to Parks.

4.0 RECORD REVIEW

4.1 EDR Record Review

Databases maintained by various state and federal agencies were reviewed. This included a review of agency database information compiled by Environmental Data Resources, Inc. (EDR), an information search firm that utilizes computer search techniques to query governmental agency database information for a specified geocoded area. The EDR Radius Report Map™ with GeoCheck® report, dated June 4, 2018 was used to review agency records for sites geocoded within an approximate minimum search distance of the Property. Abbreviations and acronyms utilized in this section are defined in the EDR report (**Attachment 4**). The EDR did not include the Property as a site of interest. The EDR report did not include any mapped sites.

4.2 Physical Setting Sources

Aerial photographs were reviewed in conjunction with other sources to provide understanding of specific land uses observed. Copies of select historic aerial photographs are included in **Attachment 2**.

TABLE 4. Aerial Photograph Summary		
Year	Quality	Description
1939	Very Poor	North Russell Road and East Lanam Road are visible to the south of the Property. The Property and surrounding parcels appear to consist of undeveloped/vacant land containing woodland, pastures, and agricultural land.
1946	Poor	The Property and adjoining parcels appear unchanged.
1954	Poor	The Property and adjoining parcels appear unchanged.
1958	Poor	The Property and adjoining parcels appear unchanged.
1967	Fair	The Property consists of woodland that contains two perennial stream features along the northwestern and southeastern Property boundaries, respectively. The two adjoining parcels of land to the north of the Property consist of a mixed wooded and agricultural parcel and a residential parcel containing a single-family dwelling. Two adjoining parcels of land to the east of the Property consist of an undeveloped/vacant parcel and a residential parcel containing a single-family dwelling. The land use to the south of the Property consists of both residential and undeveloped/vacant land containing woodland. The two adjoining parcels to the west of the Property consists of undeveloped/vacant land containing woodland.
1972	Fair	A residential structure is visible immediately to the south of the northern perennial stream feature on the Property. The remaining area of the Property and adjoining parcels appear relatively unchanged.
1975	Fair	The Property contains a gravel access road from North Russell Road that leads to three residential structures including the residential structure identified in the 1972 aerial photograph. Two residential structures are visible on two separate adjoining parcels to the



		south of the Property. The remaining adjoining parcels appear relatively unchanged.
1980	Poor	The Property and adjoining parcels appear unchanged.
1999	Good	The Property and adjoining parcels to the north, east, and west appear relatively unchanged. A new residential structure is visible on an adjoining parcel to the south of the Property. The remaining adjoining parcels to the south of the Property appear relatively unchanged.
2003	Fair	The Property and adjoining properties appear unchanged. Visibility of structures on the Property and adjoining parcels is restricted by tree canopy cover.
2005	Excellent	The Property and adjoining properties appear relatively unchanged.
2006	Good	The Property and adjoining properties appear relatively unchanged.
2007	Fair	The Property and adjoining properties appear relatively unchanged.
2008	Fair	The Property and adjoining properties appear relatively unchanged.
2010	Good	The Property and adjoining properties appear relatively unchanged.
2011	Good	The Property and adjoining properties appear relatively unchanged.
2012	Good	The Property and adjoining properties appear relatively unchanged.
2014	Excellent	The Property and adjoining properties appear relatively unchanged.
2016	Good	The Property and adjoining properties appear relatively unchanged.

4.3 Historic Use of the Property

The Property historically consisted of undeveloped/vacant land containing woodland and was reportedly utilized for residential purposes from the 1970s to 1980s. Three residential structures and a gravel access road from North Russell Road were constructed on the Property sometime between 1967 and 1975 according to aerial photography. The residential structures were subsequently abandoned and are currently uninhabitable due to varying levels of deterioration. The current owner reported that the daughter of a previous owner, Mr. Joe Kellogg, occupied one of the residential structures for a period of approximately one week during either 2006 or 2007. The Property was reportedly allowed to return to natural hardwood forest (i.e. oak and hickory) following usage for residential purposes. The Property has reportedly never been utilized for either commercial or industrial usage. See **Section 3.2** for documentation of City Directory listings for the Property. Sanborn Map Coverage was not available for the Property.

4.4 Historic Use of Adjoining Properties

TABLE 5. Historic Use of Adjoining Properties	
Direction	Description
North	One parcel of undeveloped/vacant land containing woodland and one parcel of residential land adjoin the north boundary of the Property. The parcels contain a railroad bed that was never completed along the parcels' southern boundary. The undeveloped/vacant parcel of land was partially utilized for agricultural purposes from at least 1961 to at least 1975. The residential parcel of land has been utilized for residential purposes from at least 1961 to the present. Sanborn Map Coverage was not available for either parcel.
East	Nine parcels of residential land and one parcel of undeveloped/vacant land adjoin the eastern boundaries of the Property**. Four of the residential parcels (3280, 3250, 3190, & 3140 North Russell Road) are located across North Russell Road to the east of the Property. The parcels located across North Russell Road each contain a single-family residential dwelling and have been utilized for residential purposes from at least 1961 to the present.



	<p>Two residential parcels (3341 & 3303 North Russell Road) adjoin the north-south boundary of the Property and are located on the north side of North Russell Road. The northernmost of these two parcels was undeveloped/vacant land containing a pond from at least 1961 to 1985. The pond was enlarged to its current size between 1961 and 1967. The parcel was developed to include a single-family residential structure in 1985 according to Monroe County GIS's records. The southernmost parcel contains a single-family residential structure and has been utilized for residential purposes from at least 1961 to the present.</p> <p>Two residential parcels (3245 & 3285 North Russell Road) adjoin the Property's northeast-southwest boundary and are located on the southern side of the gravel access road on the Property. The northernmost of these parcels was undeveloped/vacant land containing woodland from at least 1961 to 1993. The parcel was developed to include a single-family dwelling in 1993 according to Monroe County GIS's records. The parcel has been utilized for residential purposes from at least 1993 to the present. The southernmost of these parcels was undeveloped/vacant land containing woodland from at least 1961 to 1976. The parcel was developed to include a single-family dwelling in 1976 according to Monroe County GIS's records. The parcel has been utilized for residential purposes from at least 1976 to the present.</p> <p>The parcel of undeveloped/vacant land containing woodland has remained relatively unchanged from at least 1961 to the present.</p> <p>Sanborn Map Coverage was not available for any parcels.</p>
<p>South</p>	<p>Two parcels of residential land adjoin the southern boundary of the Property. The parcels each contain one single-family dwelling and have been utilized for residential purposes from at least 1961 to the present.</p> <p>Sanborn Map Coverage was not available for either parcel.</p>
<p>West</p>	<p>Two parcels of undeveloped/vacant land containing woodland and one residential parcel of land adjoin the western boundaries of the Property**.</p> <p>The two parcels have been undeveloped/vacant land containing woodland from at least 1961 to the present.</p> <p>The residential parcel was undeveloped/vacant land containing woodland from at least 1961 to 1976. The parcel was developed to include a single-family dwelling in 1976 according to Monroe County GIS's records. The parcel has been utilized for residential purposes from at least 1976 to the present.</p> <p>Sanborn Map Coverage was not available for any parcels.</p>

**The Property is an irregular "C-Shaped" parcel that has multiple boundaries that are considered the eastern and western boundaries, respectively for reporting purposes.

5.0 SITE RECONNAISSANCE

5.1 Methodology and Limiting Conditions

VET representative Mr. Richard Creek and Mr. Steve Cotter, the Natural Resources Manager for Parks, conducted a site visit and site reconnaissance on June 5, 2018. VET looked for indications of environmental conditions on the Property and adjoining properties. Photographs taken during VETs' site reconnaissance are included in **Attachment 2**.



5.2 Exterior Observations

The Phase I included a walkthrough inspection of the Property and adjoining areas to identify indications of problematic environmental conditions. This phase of the investigation included a search for stressed vegetation, or other signs of environmental concern or land use that would pose a threat to the Property. VET’s investigation was not restricted by weather conditions. The Property contains a ridge that is oriented northeast to southwest along the center of the Property. Two steep ravines, each containing a perennial stream, flank the ridge to the north and south, respectively. The Property consists almost entirely of mature hardwood forest. The understory is unnaturally open potentially due to high deer browse pressure. Japanese stilt grass, an invasive species, was observed in multiple locations on the Property. Development on the Property consists of a gravel access road from North Russell Road and three former single-family residential structures that are in various states of deterioration. A drainage culvert is present beneath the gravel access road near North Russell Road. Signs of conditions that may indicate environmental impacts were not observed.

5.3 Interior Observations

The interior of the 1st floor of the single-family dwelling consists of a living room and attached kitchen/bathroom. Significant deterioration including the presence of visible mold, water staining, exposed fiberglass insulation, and openings to the exterior were observed. Appliances including a refrigerator, washing machine, and hot water heater were observed within the 1st floor interior. Observed chemical storage included the presence of a one-gallon container of white latex paint and a partially full container of bleach. The 2nd floor of the single-family dwelling was not observed due to potential structural instability and safety concerns. The remaining residential structures located on the Property are collapsed therefore interior observations were not possible.

De minimis conditions include the presence of suspected visible mold, and potential presence of lead containing paint (LCP) and asbestos containing materials (ACM) within construction materials. Signs of conditions that may indicate environmental impacts were not observed.

6.0 INTERVIEWS

TABLE 6. Interviews

Name	Description	Contact Number
Ms. Julia Heiman	Owner and Manager of the Property	(812) 855-4234
Ms. Julia Heiman, the owner of the Property, was interviewed by VET on June 5, 2018. Ms. Heiman has been generally familiar with the Property since 2004. She leased a residence on a parcel adjoining the Property from 2004 to 2007, and purchased a different parcel adjoining the Property for residential purposes in 2007. Ms. Heiman has owned the Property since 2011. The Property was reportedly utilized for residential purposes in the 1960’s-1970’s, and for approximately one week in either 2006 or 2007 by the daughter of a previous Property owner. She indicated that the Property has never been utilized for commercial or industrial purposes and has been allowed to return to natural hardwood forest during her ownership. The adjoining parcels historically and currently consist of both undeveloped/vacant woodland and residential land usage. Ms. Heiman was not aware of any historic or current commercial/ industrial use on any parcel in the immediate area. She indicated the presence of two structures on the Property. One structure, a former residence, is reportedly in the process of collapsing. The other structure, a former residence, has reportedly deteriorated to an uninhabitable state. Ms. Heiman was aware of former 55-gallon drums that were suspected to be used as burn barrels by past occupants of the Property that have since been removed. Ms. Heiman indicated that she intends to donate the Property to Parks. Ms.		



Heiman is not aware of any adverse environmental conditions on the Property or adjoining properties.		
Mr. Ben Eklof	Adjoining Landowner	(812) 361-2719
Mr. Ben Eklof, an adjoining landowner, was interviewed on June 20, 2018. He has been familiar with the Property since 1998 when he purchased an adjoining parcel of land to the east of the Property. Mr. Eklof indicated that the Property has been unoccupied from at least 1998 to the present. He said that the Property was developed as a "commune" containing three residential structures sometime around 1972. The derelict structure on the Property was reportedly last occupied by Mr. Joe Kellogg. Mr. Eklof said that the Property formerly contained a significant amount of solid waste debris, and that he was partially responsible for removing the waste. Mr. Eklof said that he was unaware of any historic or current commercial/industrial usage in the immediate area surrounding the Property. He stated that the parcels surrounding the Property have always been either undeveloped/vacant land containing woodland or residential land. Mr. Eklof was not aware of any adverse environmental conditions on the Property or adjoining properties.		
Ms. Sydney Evans	Environmental Health and Safety Specialist at the MCHD	(812) 349-2543
VET submitted an information request to the Monroe County Health Department (MCHD) regarding the Property on June 5, 2018. Ms. Evans identified two MCHD septic permit applications on record in association with the Property. The Information Request Form is included in Attachment 1 .		

**The Property is currently unoccupied; No interviews of occupants were conducted

7.0 FINDINGS/OPINION

Investigations and interviews with persons knowledgeable of the Property did not reveal potential sources of environmental concern on the Property.

The following de minimis conditions were identified during the Phase I:

- Based on the age of the single-family dwellings on the Property the presence of lead-based paint (LBP) and asbestos containing materials (ACM) is possible. The potential presence of LBP and ACM in the structures does not constitute an REC. If demolition plans arise the suspected LBP and ACM could pose a threat to the Property and would warrant further investigation, permitting, or notifications prior to dismantling and demolition activities.
- Suspected visible mold was observed within the derelict residential structure on the Property. If demolition plans arise mold cleaning and/or removal activities should be undertaken by persons or organizations qualified for mold remediation.

It is VET's professional opinion that environmental conditions that could pose a threat to the Property do not exist and further investigation is not warranted at this time.

8.0 CONCLUSIONS

VET performed this Phase I in conformance with the scope and limitations of ASTM Practice E1527-13. Any exceptions to, or deletions from this practice are described in specific sections within this report. Qualifications of the environmental professional(s) that prepared and reviewed this Phase I are included as **Attachment 4**. Based upon the results of this Phase I further environmental investigation is not warranted.

9.0 DEVIATIONS

No deviations were encountered during the completion of the Phase I.

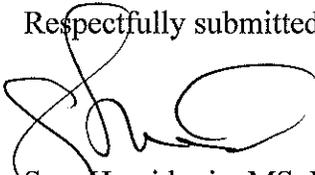


10.0 ADDITIONAL SERVICES

No additional services beyond the stated scope of the Phase I were conducted.

VET appreciates the opportunity to provide this Phase I ESA for Parks. Please do not hesitate to contact VET at (812) 822-0400 if you have questions or concerns.

Respectfully submitted,



Sara Hamidovic, MS, PE, CHMM
Principal Engineer



REFERENCES

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Copy for Steve Colter
Jim J. Heiman
F&S
6/11/06

POLICY NO.: IN2269-48-5571-01AT-2011.74306-83463450

OWNER'S POLICY OF TITLE INSURANCE

Issued by
Chicago Title Insurance Company

Any notice of claim and any other notice or statement in writing required to be given the Company under this Policy must be given to the Company at the address shown in Section 18 of the Conditions.

COVERED RISKS

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B, AND THE CONDITIONS, CHICAGO TITLE INSURANCE COMPANY, a Nebraska corporation (the "Company") insures, as of Date of Policy and, to the extent stated in Covered Risks 9 and 10, after Date of Policy, against loss or damage, not exceeding the Amount of Insurance, sustained or incurred by the Insured by reason of:

1. Title being vested other than as stated in Schedule A.
2. Any defect in or lien or encumbrance on the Title. This Covered Risk includes but is not limited to insurance against loss from
 - (a) A defect in the Title caused by
 - (i) forgery, fraud, undue influence, duress, incompetency, incapacity, or impersonation;
 - (ii) failure of any person or Entity to have authorized a transfer or conveyance;
 - (iii) a document affecting Title not properly created, executed, witnessed, sealed, acknowledged, notarized, or delivered;
 - (iv) failure to perform those acts necessary to create a document by electronic means authorized by law;
 - (v) a document executed under a falsified, expired, or otherwise invalid power of attorney;
 - (vi) a document not properly filed, recorded, or indexed in the Public Records including failure to perform those acts by electronic means authorized by law; or
 - (vii) a defective judicial or administrative proceeding.
 - (b) The lien of real estate taxes or assessments imposed on the Title by a governmental authority due or payable, but unpaid.
 - (c) Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land. The term "encroachment" includes encroachments of existing improvements located on the Land onto adjoining land, and encroachments onto the Land of existing improvements located on adjoining land.
3. Unmarketable Title.
4. No right of access to and from the Land.
5. The violation or enforcement of any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (a) the occupancy, use, or enjoyment of the Land;
 - (b) the character, dimensions, or location of any improvement erected on the Land;
 - (c) the subdivision of land; or
 - (d) environmental protection
 if a notice, describing any part of the Land, is recorded in the Public Records setting forth the violation or intention to enforce, but only to the extent of the violation or enforcement referred to in that notice.
6. An enforcement action based on the exercise of a governmental police power not covered by Covered Risk 5 if a notice of the enforcement action, describing any part of the Land, is recorded in the Public Records, but only to the extent of the enforcement referred to in that notice.
7. The exercise of the rights of eminent domain if a notice of the exercise, describing any part of the Land, is recorded in the Public Records.
8. Any taking by a governmental body that has occurred and is binding on the rights of a purchaser for value without Knowledge.
9. Title being vested other than as stated Schedule A or being defective
 - (a) as a result of the avoidance in whole or in part, or from a court order providing an alternative remedy, of a transfer of all or any part of the title to or any interest in the Land occurring prior to the transaction vesting Title as shown in Schedule A because that prior transfer constituted a fraudulent or preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws; or
 - (b) because the instrument of transfer vesting Title as shown in Schedule A constitutes a preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws by reason of the failure of its recording in the Public Records
 - (i) to be timely, or
 - (ii) to impart notice of its existence to a purchaser for value or to a judgment or lien creditor.



10. Any defect in or lien or encumbrance on the Title or other matter included in Covered Risks 1 through 9 that has been created or attached or has been filed or recorded in the Public Records subsequent to Date of Policy and prior to the recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

The Company will also pay the costs, attorneys' fees, and expenses incurred in defense of any matter insured against by this Policy, but only to the extent provided in the Conditions.

IN WITNESS WHEREOF, CHICAGO TITLE INSURANCE COMPANY has caused this policy to be signed and sealed by its duly authorized officers.

CHICAGO TITLE INSURANCE COMPANY

By



Michael L. Carmin
A1751 President
[Signature] Secretary

Countersigned: *Michael L. Carmin*
Authorized Signatory
Michael L. Carmin

IN2269 5571-01AT

Capstone Title Partners
400 West 7th Street, Suite 104
Bloomington, IN 47404
(812) 332-4200
(812) 331-4511



EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (i) the occupancy, use, or enjoyment of the Land;
 - (ii) the character, dimensions or location of any improvement erected on the Land;
 - (iii) the subdivision of land; or
 - (iv) environmental protection;or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
 - (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters:
 - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
 - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - (c) resulting in no loss or damage to the Insured Claimant;
 - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 9 and 10); or
 - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.
4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction vesting the Title as shown in Schedule A, is
 - (a) a fraudulent conveyance or fraudulent transfer; or
 - (b) a preferential transfer for any reason not stated in Covered Risk 9 of this policy.
5. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

CONDITIONS

1. DEFINITION OF TERMS

The following terms when used in this policy mean:

(a) "Amount of Insurance": The amount stated in Schedule A, as may be increased or decreased by endorsement to this policy, increased by Section 8(b), or decreased by Sections 10 and 11 of these Conditions.

(b) "Date of Policy": The date designated as "Date of Policy" in Schedule A.

(c) "Entity": A corporation, partnership, trust, limited liability company, or other similar legal entity.

(d) "Insured": The Insured named in Schedule A.

(i) The term "Insured" also includes

(A) successors to the Title of the Insured by operation of law as distinguished from purchase, including heirs, devisees, survivors, personal representatives, or next of kin;

(B) successors to an Insured by dissolution, merger, consolidation, distribution, or reorganization;

(C) successors to an Insured by its conversion to another kind of Entity;

(D) a grantee of an Insured under a deed delivered without payment of actual valuable consideration conveying the Title

(1) if the stock, shares, memberships, or other equity interests of the grantee are wholly-owned by the named Insured,

(2) if the grantee wholly owns the named Insured,

(3) if the grantee is wholly-owned by an affiliated Entity of the named Insured, provided the affiliated Entity and the named Insured are both wholly-owned by the same person or Entity, or

(4) if the grantee is a trustee or beneficiary of a trust created by a written instrument established by the Insured named in Schedule A for estate planning purposes.

(ii) With regard to (A), (B), (C), and (D) reserving, however, all rights and defenses as to any successor that the Company would have had against any predecessor Insured.

(e) "Insured Claimant": An Insured claiming loss or damage.

(f) "Knowledge" or "Known": Actual knowledge, not constructive knowledge or notice that may be imputed to an Insured by reason of the Public Records or any other records that impart constructive notice of matters affecting the Title.

(g) "Land": The land described in Schedule A, and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is insured by this policy.

(h) "Mortgage": Mortgage, deed of trust, trust deed, or other security instrument, including one evidenced by electronic means authorized by law.

(i) "Public Records": Records established under state statutes at Date of Policy for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge. With respect to Covered Risk 5(d), "Public Records" shall also include environmental protection liens filed in the records of the clerk of the United States District Court for the district where the Land is located.

(j) "Title": The estate or interest described in Schedule A.

(k) "Unmarketable Title": Title affected by an alleged or apparent matter that would permit a prospective purchaser or lessee of the Title or lender on the Title to be released from the obligation to purchase, lease, or lend if there is a contractual condition requiring the delivery of marketable title.

2. CONTINUATION OF INSURANCE

The coverage of this policy shall continue in force as of Date of Policy in favor of an Insured, but only so long as the Insured retains an estate or interest in the Land, or holds an obligation secured by a purchase money Mortgage given by a purchaser from the Insured, or only so long as the Insured shall have liability by reason of warranties in any transfer or conveyance of the Title. This policy shall not continue in force in favor of any purchaser from the Insured of either (i) an estate or interest in the Land, or (ii) an obligation secured by a purchase money Mortgage given to the Insured.

3. NOTICE OF CLAIM TO BE GIVEN BY INSURED CLAIMANT

The Insured shall notify the Company promptly in writing (i) in case of any litigation as set forth in Section 5(a) of these Conditions, (ii) in case Knowledge shall come to an Insured hereunder of any claim of title or interest that is adverse to the Title, as insured, and that might cause loss or damage for which the Company may be liable by virtue of this policy, or (iii) if the Title, as insured, is rejected as Unmarketable Title. If the Company is prejudiced by the failure of the Insured Claimant to provide prompt notice, the Company's liability to the Insured Claimant under the policy shall be reduced to the extent of the prejudice.

4. PROOF OF LOSS

In the event the Company is unable to determine the amount of loss or damage, the Company may, at its option, require as a condition of payment that the Insured Claimant furnish a signed proof of loss. The proof of loss must describe the defect, lien, encumbrance, or other matter insured against by this policy that constitutes the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage.

5. DEFENSE AND PROSECUTION OF ACTIONS

(a) Upon written request by the Insured, and subject to the options contained in Section 7 of these Conditions, the Company, at its own cost and without unreasonable delay, shall provide for the defense of an Insured in litigation in which any third party asserts a claim covered by this policy adverse to the Insured. This obligation is limited to only those stated causes of action alleging matters insured against by this policy. The Company shall have the right to select counsel of its choice (subject to the right of the Insured to object for reasonable cause) to represent the Insured as to those stated causes of action. It shall not be liable for and will not pay the fees of any other counsel. The Company will not pay any fees, costs, or expenses incurred by the Insured in the defense of those causes of action that allege matters not insured against by this policy.

(b) The Company shall have the right, in addition to the options contained in Section 7 of these Conditions, at its own cost, to institute and prosecute any action or proceeding or to do any other act that in its opinion may be necessary or desirable to establish the Title, as insured, or to prevent or reduce loss or damage to the Insured. The Company may take any appropriate action under the terms of this policy, whether or not it shall be liable to the Insured. The exercise of these rights shall not be an admission of liability or waiver of any provision of this policy. If the Company exercises its rights under this subsection, it must do so diligently.

(c) Whenever the Company brings an action or asserts a defense as required or permitted by this policy, the Company may pursue the litigation to a final determination by a court of competent jurisdiction, and it expressly reserves the right, in its sole discretion, to appeal from any adverse judgment or order.

6. DUTY OF INSURED CLAIMANT TO COOPERATE

(a) In all cases where this policy permits or requires the Company to prosecute or provide for the defense of any action or proceeding and

72306 (6/06)
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any appeals, the Insured shall secure to the Company the right to so prosecute or provide defense in the action or proceeding, including the right to use, at its option, the name of the Insured for this purpose. Whenever requested by the Company, the Insured, at the Company's expense, shall give the Company all reasonable aid (i) in securing evidence, obtaining witnesses, prosecuting or defending the action or proceeding, or effecting settlement, and (ii) in any other lawful act that in the opinion of the Company may be necessary or desirable to establish the Title or any other matter as insured. If the Company is prejudiced by the failure of the Insured to furnish the required cooperation, the Company's obligations to the Insured under the policy shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, with regard to the matter or matters requiring such cooperation.

(b) The Company may reasonably require the Insured Claimant to submit to examination under oath by any authorized representative of the Company and to produce for examination, inspection, and copying, at such reasonable times and places as may be designated by the authorized representative of the Company, all records, in whatever medium maintained, including books, ledgers, checks, memoranda, correspondence, reports, e-mails, disks, tapes, and videos whether bearing a date before or after Date of Policy, that reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the Insured Claimant shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect, and copy all of these records in the custody or control of a third party that reasonably pertain to the loss or damage. All information designated as confidential by the Insured Claimant provided to the Company pursuant to this Section shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of the Insured Claimant to submit for examination under oath, produce any reasonably requested information, or grant permission to secure reasonably necessary information from third parties as required in this subsection, unless prohibited by law or governmental regulation, shall terminate any liability of the Company under this policy as to that claim.

7. OPTIONS TO PAY OR OTHERWISE SETTLE CLAIMS; TERMINATION OF LIABILITY

In case of a claim under this policy, the Company shall have the following additional options:

(a) To Pay or Tender Payment of the Amount of Insurance.

To pay or tender payment of the Amount of Insurance under this policy together with any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment or tender of payment and that the Company is obligated to pay.

Upon the exercise by the Company of this option, all liability and obligations of the Company to the Insured under this policy, other than to make the payment required in this subsection, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation.

(b) To Pay or Otherwise Settle With Parties Other Than the Insured or With the Insured Claimant.

(i) To pay or otherwise settle with other parties for or in the name of an Insured Claimant any claim insured against under this policy. In addition, the Company will pay any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay; or

(ii) To pay or otherwise settle with the Insured Claimant the loss or damage provided for under this policy, together with any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were

ALTA Owner's Policy (6/17/06)



authorized by the Company up to the time of payment and that the Company is obligated to pay.

Upon the exercise by the Company of either of the options provided for in subsections (b)(i) or (ii), the Company's obligations to the Insured under this policy for the claimed loss or damage, other than the payments required to be made, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation.

8. DETERMINATION AND EXTENT OF LIABILITY

This policy is a contract of indemnity against actual monetary loss or damage sustained or incurred by the Insured Claimant who has suffered loss or damage by reason of matters insured against by this policy.

(a) The extent of liability of the Company for loss or damage under this policy shall not exceed the lesser of

(i) the Amount of Insurance; or

(ii) the difference between the value of the Title as insured and the value of the Title subject to the risk insured against by this policy.

(b) If the Company pursues its rights under Section 5 of these Conditions and is unsuccessful in establishing the Title, as insured,

(i) the Amount of Insurance shall be increased by 10%, and

(ii) the Insured Claimant shall have the right to have the loss or damage determined either as of the date the claim was made by the Insured Claimant or as of the date it is settled and paid.

(c) In addition to the extent of liability under (a) and (b), the Company will also pay those costs, attorneys' fees, and expenses incurred in accordance with Sections 5 and 7 of these Conditions.

9. LIMITATION OF LIABILITY

(a) If the Company establishes the Title, or removes the alleged defect, lien or encumbrance, or cures the lack of a right of access to or from the Land, or cures the claim of Unmarketable Title, all as insured, in a reasonably diligent manner by any method, including litigation and the completion of any appeals, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused to the Insured.

(b) In the event of any litigation, including litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals, adverse to the Title, as insured.

(c) The Company shall not be liable for loss or damage to the Insured for liability voluntarily assumed by the Insured in settling any claim or suit without the prior written consent of the Company.

10. REDUCTION OF INSURANCE; REDUCTION OR TERMINATION OF LIABILITY

All payments under this policy, except payments made for costs, attorneys' fees, and expenses, shall reduce the Amount of Insurance by the amount of the payment.

11. LIABILITY NONCUMULATIVE

The Amount of Insurance shall be reduced by any amount the Company pays under any policy insuring a Mortgage to which exception is taken in Schedule B or to which the Insured has agreed, assumed, or taken subject, or which is executed by an Insured after Date of Policy and which is a charge or lien on the Title, and the amount so paid shall be deemed a payment to the Insured under this policy.

12. PAYMENT OF LOSS

When liability and the extent of loss or damage have been definitely fixed in accordance with these Conditions, the payment shall be made within 30 days.

13. RIGHTS OF RECOVERY UPON PAYMENT OR SETTLEMENT

(a) Whenever the Company shall have settled and paid a claim under this policy, it shall be subrogated and entitled to the rights of the In-

sured Claimant in the Title and all other rights and remedies in respect to the claim that the Insured Claimant has against any person or property, to the extent of the amount of any loss, costs, attorneys' fees, and expenses paid by the Company. If requested by the Company, the Insured Claimant shall execute documents to evidence the transfer to the Company of these rights and remedies. The Insured Claimant shall permit the Company to sue, compromise, or settle in the name of the Insured Claimant and to use the name of the Insured Claimant in any transaction or litigation involving these rights and remedies.

If a payment on account of a claim does not fully cover the loss of the Insured Claimant, the Company shall defer the exercise of its right to recover until after the Insured Claimant shall have recovered its loss.

(b) The Company's right of subrogation includes the rights of the Insured to indemnities, guaranties, other policies of insurance, or bonds, notwithstanding any terms or conditions contained in those instruments that address subrogation rights.

14. ARBITRATION

Either the Company or the Insured may demand that the claim or controversy shall be submitted to arbitration pursuant to the Title Insurance Arbitration Rules of the American Land Title Association ("Rules"). Except as provided in the Rules, there shall be no joinder or consolidation with claims or controversies of other persons. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Insured arising out of or relating to this policy, any service in connection with its issuance or the breach of a policy provision, or to any other controversy or claim arising out of the transaction giving rise to this policy. All arbitrable matters when the Amount of Insurance is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Insured. All arbitrable matters when the Amount of Insurance is in excess of \$2,000,000 shall be arbitrated only when agreed to by both the Company and the Insured. Arbitration pursuant to this policy and under the Rules shall be binding upon the parties. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court of competent jurisdiction.

15. LIABILITY LIMITED TO THIS POLICY; POLICY ENTIRE CONTRACT

(a) This policy together with all endorsements, if any, attached to it by the Company is the entire policy and contract between the Insured and the Company. In interpreting any provision of this policy, this policy shall be construed as a whole.

(b) Any claim of loss or damage that arises out of the status of the Title or by any action asserting such claim shall be restricted to this policy.

(c) Any amendment of or endorsement to this policy must be in writing and authenticated by an authorized person, or expressly incorporated by Schedule A of this policy.

(d) Each endorsement to this policy issued at any time is made a part of this policy and is subject to all of its terms and provisions. Except as the endorsement expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsement, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance.

16. SEVERABILITY

In the event any provision of this policy, in whole or in part, is held invalid or unenforceable under applicable law, the policy shall be deemed not to include that provision or such part held to be invalid, but all other provisions shall remain in full force and effect.

17. CHOICE OF LAW; FORUM

(a) Choice of Law: The Insured acknowledges the Company has underwritten the risks covered by this policy and determined the premium charged therefore in reliance upon the law affecting interests in real property and applicable to the interpretation, rights, remedies, or en-

forcement of policies of title insurance of the jurisdiction where the Land is located.

Therefore, the court or an arbitrator shall apply the law of the jurisdiction where the Land is located to determine the validity of claims against the Title that are adverse to the Insured and to interpret and enforce the terms of this policy. In neither case shall the court or arbitrator apply its conflicts of law principles to determine the applicable law.

(b) Choice of Forum: Any litigation or other proceeding brought by the Insured against the Company must be filed only in a state or federal court within the United States of America or its territories having appropriate jurisdiction.

18. NOTICES, WHERE SENT

Any notice of claim and any other notice or statement in writing required to be given to the Company under this policy must be given to the Company at Chicago Title Insurance Company, Attn: Claims Department, P. O. Box 45023, Jacksonville, Florida 32232-5023.



CAPSTONE TITLE PARTNERS
400 West 7th Street, Suite 104
Post Office Box 2639
Bloomington, IN 47402-2639

5571-01AT

OWNERS POLICY (ALTA 2006) (Adopted 6-17-06)

SCHEDULE A

Owners Policy Number:
IN2269-48-5571-01AT-2011.74306-83463450

Date of Policy:
April 12, 2011 @ 11:05 a.m.

Amount of Insurance: **\$105,000.00**

1. Name of Insured:

Julia Heiman, an adult

2. Title to the estate or interest covered in the land is vested in the insured.

3. The estate or interest in the land which is covered by this policy is Fee Simple.

4. The land referred to in this policy is located in the County of Monroe, State of Indiana, and is described as follows:

A part of the West half of the Southeast Quarter of Section 23, Township 9 North, Range 1 West in Monroe County, Indiana, bounded and described as follows: Beginning at a 5/8 inch iron pin at the intersection of the East line of the Northwest Quarter of the Southeast Quarter of said Section 23 and the South right-of-way fence of an abandoned railroad line said pin being South 00 degrees 20 minutes 41 seconds East for 361.90 feet from a stone marking the Northeast corner of said quarter quarter section; thence with the East line of said quarter quarter section South 00 degrees 20 minutes 41 seconds East for 648.05 feet and to a nail in the center of Russell Road passing a 5/8 inch iron pin at 628.05 feet; thence leaving said East line and with the centerline of Russell Road South 59 degrees 12 minutes 39 seconds West for 120.09 feet and to a railroad spike; thence leaving said centerline North 00 degrees 15 minutes 22 seconds West for 292.60 feet and to a 1/2 inch iron pipe; thence North 46 degrees 48 minutes 02 seconds East for 70.48 feet and to a railroad spike; thence North 43 degrees 37 minutes 21 seconds West for 73.63 feet and to a railroad spike; thence North 63 degrees 05 minutes 21 seconds West for 114.65 feet and to a 5/8 inch iron pin; thence North 30 degrees 06 minutes 33 seconds West for 83.67 feet and to an iron spike; thence South 54 degrees 29 minutes 15 seconds West for 147.85 feet and to a railroad spike; thence South 49 degrees 01 minutes 15 seconds West for 144.06 feet to a 5/8 inch iron pin; thence South 58 degrees 35 minutes 33 seconds West for 142.28 feet and to a 5/8 inch iron pin; thence South 36 degrees 52 minutes 27 seconds West for 176.59 feet and to a railroad spike; thence South 34 degrees 48 minutes 27 seconds West for 167.85 feet and to a 5/8 inch iron pin; thence South 15 degrees 04 minutes 50 seconds West for 368.99 feet and to a 5/8 inch iron pin; thence South 84 degrees 01 minutes 10 seconds East for 408.18 feet and to a railroad spike in the center of Russell Road, passing a 1/2 inch iron pipe at 225.00 feet; thence with the centerline of Russell Road South 25 degrees 00 minutes 55 seconds West for 226.31 feet; thence continuing on said centerline South 35 degrees 00 minutes 03 seconds West for 82.00 feet and to a nail; thence leaving said centerline North 77 degrees 01 minutes 22 seconds West for 620.95 feet and to a 3/4 inch iron pipe at the Northwest corner of Lowry (Book 301 Page 78) also being the Northeast corner of Alexander- Smith (Book 391 Page 66), passing a 5/8 inch iron pin at 20.00 feet; thence North 77

degrees 28 minutes 57 seconds West for 74.87 feet and to a ¼ inch iron pipe at the Northwest corner of Alexander-Smith; thence North 03 degrees 38 minutes 51 seconds West for 492.55 feet and to the intersection of a stream and the West line of the Southeast quarter of said Section 23, said point being the common corner of Oehmich (Book 348 Page 434), the City of Bloomington (Book 91 Page 527) and the subject property per a survey by Smith Neubecker (Survey Book 5 Page 9); thence with said West quarter section line North 00 degrees 23 minutes 04 seconds East for 455.50 feet and to a 5/8 inch iron pin in the South Right-of-way fence of an old railroad passing a 5/8 inch iron pin at 20.00 feet; thence leaving said West quarter section line with said South right-of-way line North 77 degrees 37 minutes 30 seconds East for 1367.54 feet and to the point of beginning containing 20.30 acres, more or less.

This policy valid only if Schedule B is attached

End of Schedule A

SCHEDULE B

Owners Policy Number IN2269-48-5571-01AT-2011.74306- 83463450

This Policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) by reason of the following:

General Exceptions:

- (1) Rights or claims of parties in possession not shown by the public records.
- (2) Easements, or claims of easements, not shown by the public records.
- (3) Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land.
- (4) Any lien, or right to a lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
- (5) Taxes or special assessments which are not shown as existing liens by the public records.

Special Exceptions:

1. Taxes for the year 2011, due and payable in 2012, and all subsequent taxes and assessments.
2. Rights-of-way for drainage ditches, tiles, feeders and laterals, if any.
3. Rights of the public, State of Indiana, County of Monroe and the municipality in and to that part of the premises taken or used for road purposes.
4. Easement in favor of the Public Service Company of Indiana, Inc., as recorded in Deed Record 102, page 205, in the office of the Recorder of Monroe County, Indiana.
5. Rights as per Grant of Easement dated January 14, 2011 and recorded January 18, 2011, at Instrument No. 2011000928 and re-recorded February 24, 2011, at Instrument No. 2011002762, all in the office of the Recorder of Monroe County, Indiana.
6. Subject to Grant of Easement dated January 14, 2011 and recorded January 18, 2011, at Instrument No. 2011000928 and re-recorded February 24, 2011, at Instrument No. 2011002762, all in the office of the Recorder of Monroe County, Indiana.
7. Subject to a right-of-way to Russell Road as described in Warranty Deed recorded August 26, 2003, at Instrument No. 2003025155 and also as described in Warranty Deed recorded December 18, 1998 in Deed Record 480 page 284, all in the office of the Recorder of Monroe County, Indiana.
8. The right to use a 25 foot easement for a dirt trail as described in Warranty Deed recorded August 26, 2003, at Instrument No. 2003025155 and also as described in Warranty Deed recorded December 18, 1998 in Deed Record 480 page 284, all in the office of the Recorder of Monroe County, Indiana.
9. The right to use a 25 foot easement along the entire existing roadway as described in Warranty Deed recorded August 26, 2003, at Instrument No. 2003025155 and also as described in Warranty Deed recorded December 18, 1998 in Deed Record 480 page 284, all in the office of the Recorder of Monroe County, Indiana.

10. Survey by James Zimmer RLS No. LS29300006 dated September 19, 2006 and recorded August 20, 2007, at Instrument No. 2007015486, in the office of the Recorder of Monroe County, Indiana.

End of Schedule B

Schedule B of this Policy consists of 2 pages

NOTE: Notice of claim shall be made to the Company as provided in the Policy. Complaints about the handling of any claim should be directed to the Company and also may be made to The Indiana Department of Insurance by writing or calling:

Public Information/Market Conduct
Indiana Department of Insurance
311 West Washington Street, Suite 300
Indianapolis, Indiana 46204-2787

Consumer Hotline: 1-800-622-4461

In the Indianapolis Area: 1-317-232-2395

329629/5571-01AT

Sore Property
 Sec-23-19N-R1W
 Monroe Co. Ind
 Book 204 Page S10

Rem.
 BK 411 Pg 715

South right-of-way Old Railroad

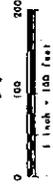
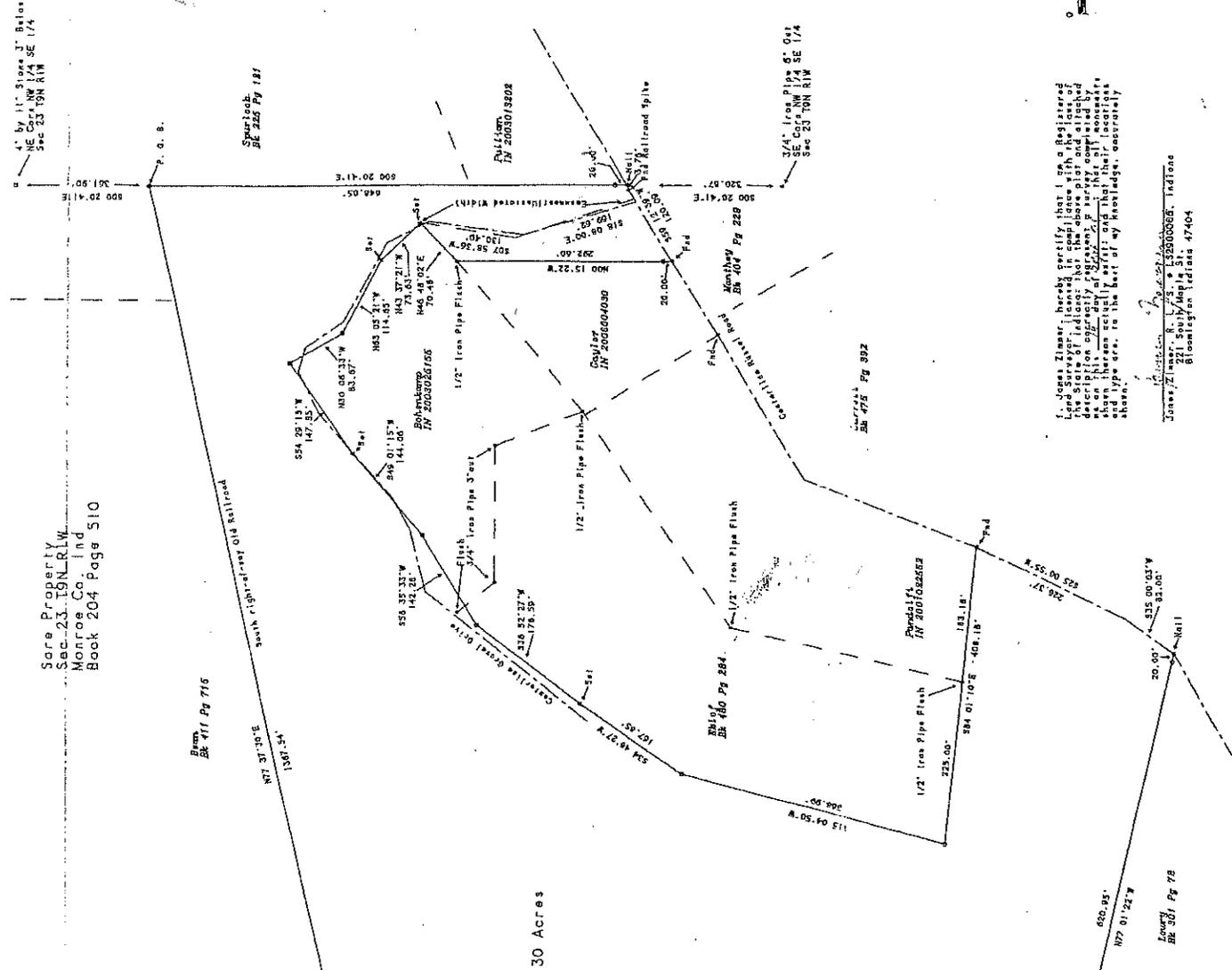
N77 31'30"E
 1307.54'

41' by 11' 9" by 32' Below
 NE 24' NW 1/4 SE 1/4
 Sec 23 T9N R1W

Spotlock
 BK 225 Pg 181

P. O. S.

30 Acres



- 3/4\"/>
- 1/2\"/>
- 3/4\"/>
- Railroad Splice

I, James Zinsler, hereby certify that I am a Registered Land Surveyor in accordance with the laws of the State of Indiana and that the foregoing description of property is a true and correct description of the same as the same was shown to me by the person or persons who claim to own the same and whose names are in the best of my knowledge, ability and belief, in the true and correct description of the same.

James Zinsler, R. L. S., No. 132000068, Indiana
 Bloomington, Indiana 47404

N77 01'22"E
 620.95'

Lowry
 BK 351 Pg 78

BK 475 Pg 992

BK 480 Pg 284

Paradise
 IN 200102253

Coville
 IN 2006004039

Pulliam
 IN 2005018202

Boylan
 IN 200056765



CITY OF BLOOMINGTON
parks and recreation

STAFF REPORT

Agenda Item: C-19
Date: 11/16/2018

Administrator
Review/Approval
PM

TO: Board of Parks Commissioners
FROM: Kim Clapp, Office Manager
DATE: November 27, 2018
SUBJECT: **REVIEW/APPROVAL OF 2019 PRICE SCHEDULE**

Background

Staff recommends the approval of the 2019 Price Schedule. 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 4th to 5th 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,



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%

NON-REVERTING FUND		
LEAGUE REGISTRATIONS TOURNAMENTS TENNIS	2019 IN CITY FEES	2019 OUT OF CITY FEES
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%

GENERAL FUND & NON-REVERTING FUND		
FIELD RENTAL PLAYER FEES	2019 PARTNER FEES	2019 NON-PARTNER FEES
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

NON-REVERTING FUND		
	2019 IN CITY FEES	2019 OUT OF CITY FEES
Concessions Services		
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 IN CITY FEES	2019 OUT OF CITY FEES
BRYAN PARK POOL		
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 IN CITY FEES	2019 OUT OF CITY FEES
MILLS POOL		
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%

NON-REVERTING FUND		
FACILITY RENTAL	2019 IN CITY FEES (plus deposit - see below)	2019 OUT OF CITY FEES (plus deposit - see below)
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.

NON-REVERTING FUND		
PROGRAMS/CLASSES SPECIAL EVENTS	2019 IN CITY FEES	2019 OUT OF CITY FEES
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%

ROSE HILL CEMETERY - GENERAL FUND		
LOT SALES	2019 IN CITY FEES	2019 OUT OF CITY FEES
Individual lots	NONE AVAILABLE	NONE AVAILABLE
Plot Survey Request	25.00-200.00	25.00-200.00
Cremaim lots - per space	550.00	675.00
Mausoleum niches for ashes	1400.00	1500.00
MAUSOLEUM		
INTERMENT/DISINTERMENT		
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
INURNMENT/DISINURNMENT		
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
WHITE OAK CEMETERY - GENERAL FUND		
LOT SALES	2019 IN CITY FEES	2019 OUT OF CITY FEES
Individual lots - per space (4' x 10")	700.00	850.00
Trustees (includes lot and interment)	550.00	550.00
BOTH ROSE HILL & WHITE OAK CEMETERY - GF		
INTERMENT/DISINTERMENT	2019 IN CITY FEES	2019 OUT OF CITY FEES
GROUND		
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
INURNMENT/DISINURNMENT		
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%

NON-REVERTING FUND		
FARMERS' MARKET SATURDAYS IN APRIL (based on 4 Market days)	2019 IN CITY FEES	2019 OUT OF CITY FEES
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

NOVEMBER FARMERS' MARKET (based on 4 "regular" Market days in November) (5th Market Day in November is the Holiday Market)	2019 IN CITY FEES	2019 OUT OF CITY FEES
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		
FARMERS' MARKET SATURDAYS IN MAY THRU OCTOBER	2019 IN CITY FEES	2019 OUT OF CITY FEES
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
TUESDAY FARMERS' MARKET	2019 IN CITY FEES	2019 OUT OF CITY FEES
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
MISCELLANEOUS	2019 IN CITY FEES	2019 OUT OF CITY FEES
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%

NON-REVERTING FUND		
GARDENS	2019 IN CITY FEES	2019 OUT OF CITY FEES
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

WALDRON, HILL, AND BUSKIRK PARK STAGE RENTAL	2019 IN CITY FEES	2019 OUT OF CITY FEES
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

PROGRAMS/CLASSES SPECIAL EVENTS	2019 IN CITY FEES	2019 OUT OF CITY FEES
Special Events & Classes	0-200.00	na
A FAIR OF THE ARTS 2ND SATURDAY OF MONTH MAY - OCTOBER	2019 IN CITY FEES	2019 OUT OF CITY FEES
Application Fee	15.00	na
Booth Space	55.00	na
HOLIDAY MARKET ARTS FAIR	2019 IN CITY FEES	2019 OUT OF CITY FEES
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%

NON-REVERTING FUND		
	2019 IN CITY FEES	2019 OUT OF CITY FEES
MOBILE STAGE RENTAL		
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

	2019 IN CITY FEES	2019 OUT OF CITY FEES
OTHER RENTAL		
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%

GENERAL FUND		
USER FEES FACILITY RENTAL	2018/2019 IN CITY FEES	2018/2019 OUT OF CITY FEES
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

NON-REVERTING FUND		
PROGRAMS/CLASSES SPECIAL EVENTS	2018/2019 IN CITY FEES	2018/2019 OUT OF CITY FEES
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

Concessions Services	2018/2019 IN CITY FEES	2018/2019 OUT OF CITY FEES
Concession items	.25 - 18.00	na

BLOOMINGTON PARKS & RECREATION

PROGRAM UNIT: GOLF SERVICES

Cost Recovery Goal = 85%

GENERAL FUND		
GREEN FEES/SEASON PASSES OTHER	2019 IN CITY FEES	2019 OUT OF CITY FEES
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
NON-REVERTING FUND		
CLUBHOUSE RENTAL PROGRAMS/CLASSES SPECIAL EVENTS	2019 IN CITY FEES	2019 OUT OF CITY FEES
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
Concessions Services	2019 IN CITY FEES	2019 OUT OF CITY FEES
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%

NON-REVERTING FUND		
SHELTER RENTAL	2019 IN CITY FEES	2019 OUT OF CITY FEES
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%

NON-REVERTING FUND		
MEMBERSHIPS/RENTALS	2019 Daily	2019
Memberships*		
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
CITY ID needed as verification of employment. COB rate is for employees with benefits only.		
RENTALS	IN-CITY	OUT OF CITY
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%

NON-REVERTING FUND		
PROGRAMS/CLASSES	2019 IN CITY FEES	2019 OUT OF CITY FEES
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
COURT/FIELD RENTAL - PER HOUR	2019	2019
Turf Field - Summer (Apr - Sept)	70.00/hour	na
Turf Field - Regular (Oct - March)	100.00/hour	na
PARTIES	2019	2019
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
ROOM RENTALS	2019	2019
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
FACILITY RENTAL - PER HOUR	2019 IN CITY FEES	2019 OUT OF CITY FEES
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		
CONCESSIONS SERVICES	2019 IN CITY FEES	2019 OUT OF CITY FEES
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

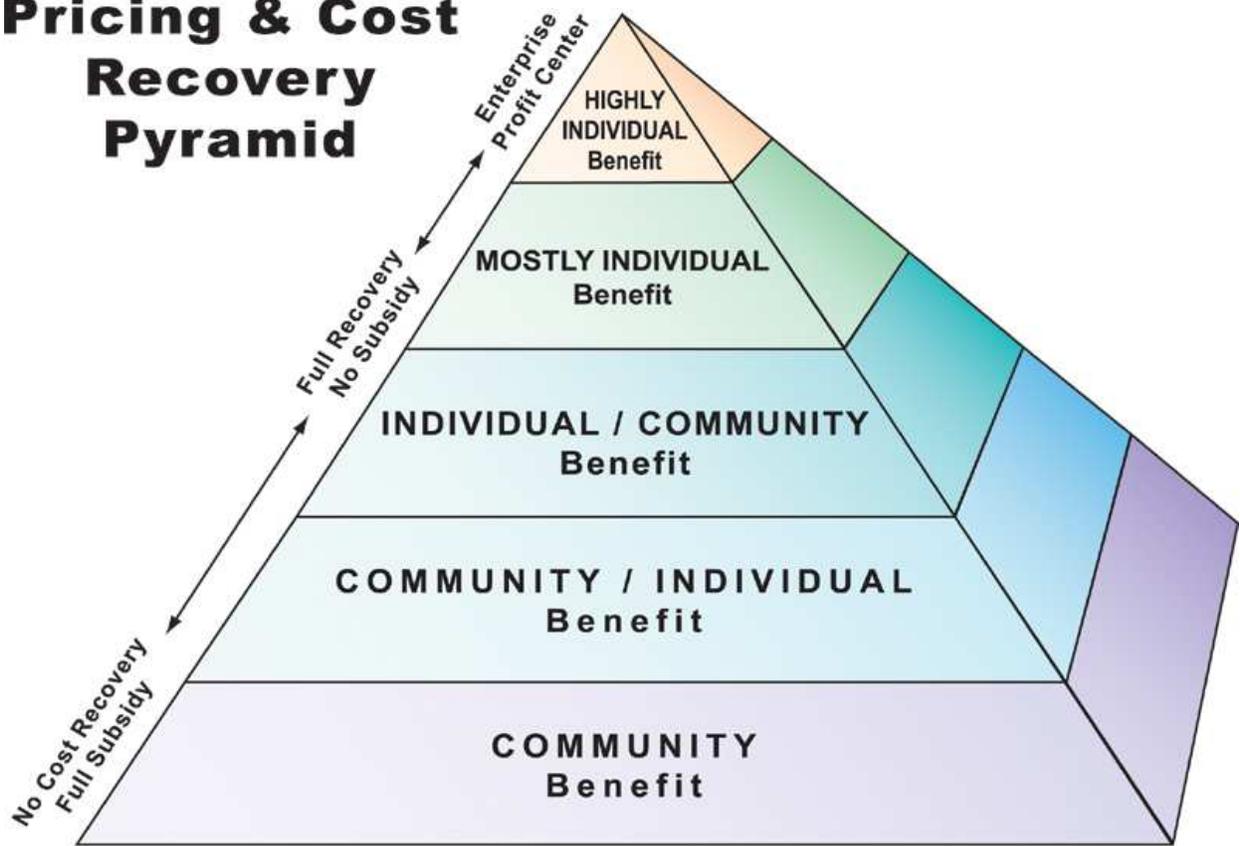
***Category C - Private use - City residents

****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: 11/16/2018

Administrator
Review\Approval
PM

TO: Board of Park Commissioners
FROM: Amy Shrake, Program/Facility/Inclusive Coordinator
DATE: November 27, 2018
SUBJECT: KID CITY SUMMER CAMP UPDATE

Recommendation

Background

Kid City has served working families since 1993. Campers in grades K-10 gather at the Allison-Jukebox building to experience their community with numerous field trips, community presenters and activities. In the summer of 2018, Kid City served 272 campers up from 248 in 2017, and continued a partnership with Ivy Tech.

Kid City continues to be accredited by the American Camp Association upholding all the safety and quality standards required. Kid City had another great summer seeing new things such as Lucas Oil Stadium and the Indianapolis Executive Airport in addition to celebrating the 25th year of camp fun with an event including a visit from Mayor Allison and Mayor Hamilton!

RESPECTFULLY SUBMITTED,

Amy Shrake, CTRS

Amy Shrake, Program/Facility/Inclusive Coordinator