

AGENDA
REDEVELOPMENT COMMISSION
McCloskey Conference Room
December 17, 2018
5:00 p.m.

- I. ROLL CALL**
- II. READING OF THE MINUTES** –December 3, 2018 and December 10, 2018
- III. EXAMINATION OF CLAIMS** –December 14, 2018 for \$1,712,573.45
- IV. EXAMINATION OF PAYROLL REGISTERS**–December 7, 2018 for \$31,171.29
- V. REPORT OF OFFICERS AND COMMITTEES**
 - A. Director’s Report
 - B. Legal Report
 - C. Treasurer’s Report
 - D. CTP Update Report
- VI. NEW BUSINESS**
 - A. Resolution 18-87: Approval of the BCT Partnership Agreement
 - B. Resolution 18-88: Third Addendum to Design Contract for Switchyard Park
- VII. BUSINESS/GENERAL DISCUSSION**
 - A. Presentation by Master Developers
- IX. ADJOURNMENT**

Auxiliary aids for people with disabilities are available upon request with adequate notice. Please call [812-349-3429](tel:812-349-3429) or e-mail human.rights@bloomington.in.gov.

THE REDEVELOPMENT COMMISSION OF THE CITY OF BLOOMINGTON, INDIANA MET on Monday, December 3, 2018, at 5:00 p.m. in the Showers City Hall, McCloskey Conference Room, 401 North Morton Street, with Don Griffin, presiding.

I. ROLL CALL

Commissioners Present: Don Griffin, Sue Sgambelluri, Mary Alice Rickert, Eric Sandweiss, and David Walter

Commissioners Absent: Kelly Smith

Staff Present: Eric Sader, Assistant Director, Housing and Neighborhood Development; Christina Finley, Financial Specialist, Housing and Neighborhood Development

Others Present: Mick Renneisen, Deputy Mayor; Alex Crowley, Director, Economic & Sustainable Development; Philippa Guthrie, Corporation Counsel; Larry Allen, Attorney, City Legal Department; Ryan Daily, Parking Garage Manager, Public Works; Dave Williams, Operations and Development Director, Parks & Recreation; Brock Ridgway, Eagle Ridge Civil Engineering; Randy Cassady, Cassady Electric; Adam Wason, Director, Public Works; Jeff Cockerill, Attorney at Monroe County Government; Anne Bono, Director of Advocacy & Public Policy, Greater Bloomington Chamber of Commerce; Ernest Rollins, Herald-Times; Dorothy Granger, President, City Council; Isabel Piedmont-Smith, Vice President, City Council; Susan Sandberg, City Council; Dan Sherman, City Council Administrator Attorney; Steve Volan, City Council; Nicole Bolden, City Clerk

II. READING OF THE MINUTES – Sue Sgambelluri moved to approve the November 20, 2018, minutes. David Walter seconded the motion. The board unanimously approved.

III. EXAMINATION OF CLAIMS – Eric Sandweiss moved to approve the claim register for November 30, 2018, for \$435,981.79. Mary Alice Rickert seconded the motion. The board unanimously approved.

IV. EXAMINATION OF PAYROLL REGISTERS – David Walter moved to approve the payroll register for November 21, 2018, for \$31,739.69. Mary Alice Rickert seconded the motion. The board unanimously approved.

V. REPORT OF OFFICERS AND COMMITTEES

A. Director's Report. Eric Sader was available to answer questions.

B. Legal Report. Larry Allen was available to answer questions.

C. Treasurer's Report. Jeff Underwood was available to answer questions.

D. CTP Update. Alex Crowley was available to answer questions.

VI. NEW BUSINESS

A. Resolution 18-81: Approval of Amended Project Review and Approval Form Regarding 4th Street and Trades District Garages. Jeff Underwood outlined the following proposed changes to the project review and approval form for the 4th Street Garage:

- Number of parking spaces changed from 600 to 550
- Added dedicated car pool parking
- Attractive retail space on the ground floor
- At least one public restroom

- Designated area for transportation pickup and drop-off
- Parksmart Sustainability Certification
- Design should explore the options of public art and architecturally significant design that would enhance the space of downtown Bloomington

Underwood outlined the following proposed changes to the project review and approval form for the Trades District Garage:

- 300 spaces
- At least six (6) electric vehicle charging stations
- Solar panels to offset the reliance on coal-powered energy for power and electric vehicle charging stations
- Dedicated bicycle parking
- 25% of all parking spaces in the garage designed for use by compact vehicles
- Dedicated carpool parking
- Parksmart Sustainability Certification
- Maintenance and caretaking plan for the life of the garage
- Design that would enhance and highlight the Trades District

Walter said that design parameters are outside the purview of the Redevelopment Commission. The commission is here to administer bonds and approve funding, not dictate design, which is why we hire consultants, architects and engineers.

Sgambelluri said several of the requested changes in the project review form speak to values that the city has articulated and believes they are worthy of discussion.

Sgambelluri pointed out a typo in the resolution. The third “whereas” should refer to Resolution 18-76 and not 18-81. Allen will amend Resolution 18-81.

Don Griffin asked for public comment.

Dorothy Granger, President, City Council -

Granger stated that City Council hopes to get RDC support. She said Council and administration need to work harder together and believes that if council postpones their vote by a week, they can get a “yes” vote on the bonds.

Isabel Piedmont-Smith, Vice President, City Council –

Piedmont-Smith said it is the Council’s understanding that legally the only way to guarantee certain features in the parking garages is through the project review and approval form. A majority of the Council expressed concerns to the administration regarding the amended project review form. Unfortunately, due to timing, those concerns were not included in the amended form before the RDC tonight.

Piedmont-Smith said a majority of the council support the parking garages, but given global climate change, they want more specific commitments for the sustainability aspects of the garages. She said that, without revisions to the form, the lack of specificity would cause a majority of the council to not approve the garage proposal.

Isabel Piedmont-Smith outlined a few of her suggested revisions:

- Demolition should be paid for through the parking meter fund.
- Height maximum of 70 feet
- Specificity on the convertible space (at least two floors)

- More than 6 electric vehicle charging stations (requesting 25, but negotiable)

Sgambelluri asked if there is another way besides the project review and approval form to guarantee requested revisions.

Allen stated there are valid reasons from the perspective of bonding to not include these kinds of statements or requirements in the context of a resolution. The project review form is a good way to include council's input and becomes part of the RDC project resolution. Allen stated that the resolution going before council is a bonding resolution, not a garage design resolution. He said that the council's official input on the design of the garage would be through a guaranteed seat on the design committee.

Underwood wanted to clarify that the demolition can't be paid from parking meter funds. The only options would be to pay from cash on hand out of TIF funds or possibly a parking facility fund that would have to be approved by the Board of Public Works and appropriated by City Council.

Ann Bono, Director of Advocacy & Public Policy, Chamber of Commerce – Bono has supported the two parking garages throughout the council process. However, she said the additional restrictions, including having a maximum amount of allowed parking spaces is concerning. Bono does not disagree with a lot of council's recommendations for making the garages more sustainable, but she disagrees that the garage needs to pay for itself.

Sgambelluri asked for clarification regarding the maintenance and care-taking plan for the life of the garage. Underwood said the maintenance and care-taking plan refers to a budget for the life of the garage that will insure recommended preventative maintenance is completed each year. Underwood estimates maintenance will cost \$67,000 per year. Sgambelluri suggested including language that specifically includes projections for maintenance costs.

Walter suggested to change the words "shall include" to "shall consider" the following design under the project description on the form. Sgambelluri disagreed, because the language is flexible enough. She would not support an amendment to the project description.

Griffin suggested postponing the resolution. Renneisen stated postponing the Resolution gives administration a chance to work with the council on some of the items that are still outstanding.

The commission agreed to meet on December 10, 2018, for a special meeting.

Sue Sgambelluri made a motion to postpone Resolution 18-81 until December 10, 2018. David Walter seconded the motion. The board unanimously approved.

- B. Resolution 18-82: Approval of Reallocation of Funding for Phase 5 of the Cascades Park Trail.** Williams stated Cascades Trail Phase 4 has not been completed due to insufficient funds for bidding and construction. An allocation of \$18,000 on the consultant contract with Eagle Ridge remains on Cascades Trail 4 for the project bid, construction inspection, and project closeout. Staff is requesting to reallocate the remaining funds to Eagle Ridge for the purpose of conducting a thorough Cascades Trail South Branch Review study. This trail route proposes construction of a trail connection from Clubhouse Drive through Lower Cascades Park to Miller-Showers Park. The study would evaluate alternatives for the route. Eagle Ridge has served as the design consultant for all Cascades Trail phases.

Funding for construction of the Phase 5 Cascades Trail was included in the recently approved Bicentennial Trails and Trees Park Bond. Staff will come back to the commission for the remainder of phase 4 when enough construction funding has been obtained.

Don Griffin asked for public comment. There were no comments from the public.

Mary Alice Rickert made a motion to approve Resolution 18-82. Sue Sgambelluri seconded the motion. The board unanimously approved.

- C. Resolution 18-83: Approval of Project Agreement with Monroe County Government. Allen pointed out a title correction. The title of the resolution should be “Approval of Project Agreement with Monroe County Government”, not Morton Street Properties.

Underwood stated the RDC authorized an agreement to exchange a portion of the Red Lot for another property in the Trades District with Morton Street Properties. The County submitted an offer of \$1 million for the purchase of the remainder of the Red Lot.

Don Griffin asked for public comment. There were no comments from the public.

Sue Sgambelluri made a motion to approve Resolution 18-83 as amended. David Walter seconded the motion. The board unanimously approved.

- D. Resolution 18-84: Approval of Contract with Bledsoe Riggert Cooper James (BRCJ) for Platting of the West of Rogers Parcels within the Trades District. Allen stated this is an amendment to the BRCJ contract to provide the additional service of providing a full legal description for the Red Lot, in preparation for transfer to the County. The cost for services will remain within the \$3,000 not to exceed amount of the original contract.

Don Griffin asked for public comment. There were no comments from the public.

Eric Sandweiss made a motion to approve Resolution 18-84. David Walter seconded the motion. The board unanimously approved.

- E. Resolution 18-85: Approval of Funding for Due Diligence and Phase 2 Environmental Assessment of the IU Hospital Site at 2nd and Rogers. Staff is requesting approval of \$74,177 for the cost of all the due diligence related to the old hospital site. Philippa Guthrie discussed the completion of the Phase 2 report and what has been found as a result of the study.

Don Griffin asked for public comment. There were no comments from the public.

Sue Sgambelluri made a motion to approve Resolution 18-85. Mary Alice Rickert seconded the motion. The board unanimously approved.

VII. BUSINESS/GENERAL DISCUSSION

VIII. ADJOURNMENT

Donald Griffin, President

Mary Alice Rickert, Secretary

Date

THE REDEVELOPMENT COMMISSION OF THE CITY OF BLOOMINGTON, INDIANA MET on Monday, December 10, 2018, at 5:00 p.m. in the Showers City Hall, McCloskey Conference Room, 401 North Morton Street, with Don Griffin, presiding.

I. ROLL CALL

Commissioners Present: Don Griffin, Sue Sgambelluri, Eric Sandweiss, and David Walter

Commissioners Absent: Kelly Smith and Mary Alice Rickert

Staff Present: Christina Finley, Financial Specialist, Housing and Neighborhood Development

Others Present: Mick Renneisen, Deputy Mayor; Alex Crowley, Director, Economic & Sustainable Development; Philippa Guthrie, Corporation Counsel; Larry Allen, Attorney, City Legal Department; Adam Wason, Director, Public Works; Ernest Rollins, Herald-Times; Isabel Piedmont-Smith, Vice President, City Council; Steve Volan, City Council; Dan Sherman, Attorney, City Council; Jim Sims, City Council

II. OLD BUSINESS

A. Resolution 18-81: Approval of Amended Project Review and Approval Form Regarding 4th Street and Trades District Garages. Jeff Underwood outlined the proposed changes to the project review and approval form for the 4th Street Garage.

Eric Sandweiss asked how much money is in the parking facility fund. Underwood said the fund currently has \$1.5 million. The estimated cost of demolition is \$750,000 and the City Council will need to appropriate those funds because they are not in the 2018-2019 budget.

Sgambelluri asked if using the \$750,000 from the parking facility fund will displace any other priority that was planned for that fund. Underwood said he is not aware of anything but has not had time to analyze it. He said council members will work to recoup the \$750,000 through rates in the garage.

Griffin asked how much the Parksmart Certification will cost. Underwood does not recall the actual application cost. Crowley stated LEED is typically around \$4,000.

Griffin pointed out the height restriction is no longer in the amended project review form.

Walter asked how items that shall be included on the project review form affect the bond amount. Underwood said the maximum amounts and term and interest rates were set sufficiently high enough that we should be able to construct what is in the project review form.

Eric Sandweiss asked if any feedback has been received from CORE Planning Strategies regarding the amendments. Underwood said CORE has reviewed the items and said they are obtainable.

Sgambelluri said some of the items on the review form are contingent on design, and she asked if any substitute changes will need to come back to the commission. Underwood stated yes.

Sandweiss asked about the design review process. Underwood said the design review team will include a council and RDC member. Designs will periodically come back to the RDC for feedback and to provide updates.

Don Griffin asked for public comment.

Isabel Piedmont-Smith, Vice President, City Council –

Piedmont-Smith stated the project review form does not include a maximum height and still lists 550 spaces. Council wants a 70-foot height limit, which will decrease the number of spaces, and she does not want more parking spaces.

Renneisen said the plan commission will ultimately decide the height. The administration is reluctant to have a height limit at this point in the project due to the variables. He is confident that they can come to a reasonable decision regarding height, without making that pre-determined outcome at this stage of the process.

Walter is concerned with revenue projections and putting design restrictions into this kind of a document this early in the project before having all the information.

Sgambelluri stated she does favor the demolition of the 4th Street Garage and building a new one; she is also in favor of the Trades District garage and would like to see this move forward. However, in terms of spaces, council and administration are still far apart. She asked if there needs to be additional conversations and would recommend waiting a few days before voting.

Steve Volan, City Council –

Volan stated conversations to repair the 4th Street Garage are worth continuing. He said engineering reports conducted on the structure concluded that repairing the structure was a viable option. Volan said the Council recently adjusted rates for the first time in a decade on the concept that the garages would remain the same. However, with the cost of new construction, those rates will need to be reevaluated. He said it is not green to tear down the current garage and start new. Volan estimated the cost of the garage, even at the most expensive repair is \$815 per space per year, compared to \$2,200 per space per year to build new.

After reading the engineering reports, Isabel Piedmont-Smith is beginning to favor repairing the garage rather than building new. The city is going to implement a transportation demand management strategy soon, which should provide information about parking demand. She said the Council is increasing parking rates next year, which could lead to a drop-off in parking demand. Therefore, it makes sense to repair it for five years and see what the actual demand is then.

Mick Rennesein, Deputy Mayor, said that when the administration was deciding on whether to repair or build new, it considered more than just the engineering report. Other variables included plans for construction of an expanded convention center that could remove an available surface lot for parking once the garage is offline. Rennesein said the repair option was taken seriously, and how to best minimize parking disruption downtown was also considered. He said the administration opted to build for the long-term rather than have a short-term repair.

Jim Sims, City Council –

Sims stated there is merit on all sides of this discussion. The city needs parking structures, and he would rather not have to disrupt the public multiple times to get the needed parking. Sims said he is sure the garage could be repaired, but does not see it as a long-term solution.

Sgambelluri asked how long demolition will take. Underwood stated six months.

Sgambelluri asked if strategies from the transportation demand management plan will be implemented in 2019. Alex Crowley said the study is going to begin in 2019, and we should have some preliminary results after about six months.

Sue Sgambelluri moved to approve Resolution 18-81. Mary Alice Rickert seconded the motion. David Walter voted no. Don Griffin voted yes. The motion passed 3-1.

III. BUSINESS/GENERAL DISCUSSION

IV. ADJOURNMENT

Donald Griffin, President

Mary Alice Rickert, Secretary

Date

18-87
RESOLUTION
OF THE
REDEVELOPMENT COMMISSION
OF THE
CITY OF BLOOMINGTON, INDIANA

APPROVAL OF PARTNERSHIP AGREEMENT WITH BCT MANAGEMENT, INC. FOR 2019

WHEREAS, pursuant to Indiana Code § 36-7-14 *et seq.*, the Redevelopment Commission of the City of Bloomington (“RDC”) and the Common Council of the City of Bloomington has created an tax increment financing allocation area known as the Consolidated Economic Development Area (“Consolidated TIF”); and

WHEREAS, the development objectives of the Consolidated TIF include: (1) strengthening and intensifying existing land uses within the area so that density is supported in the urban core, and (2) renovation of historic structures in the Consolidated TIF, especially within downtown; and

WHEREAS, tax increment from the Consolidated TIF may be used—among other things—to pay expenses incurred by the RDC for local public improvements that are in the Consolidated TIF or that serve the Consolidated TIF; and

WHEREAS, the Buskirk-Chumley Theater (“Theater”) building is a historic landmark—listed in the National Register of Historic Places—located within the Consolidated TIF, which has been rehabilitated and serves as a performing arts and community program venue serving Bloomington and the surrounding area; and

WHEREAS, the presence of the Theater is a major contributor to the economic and cultural vitality of downtown Bloomington; and

WHEREAS, it is recognized that support for the arts and culture is in the public interest and plays a major role in improving the quality of life and business development environment in communities in which such support is provided; and

WHEREAS, since 2001 the RDC has approved—in Resolutions 01-56, 05-39, 08-46, 11-28, 14-42, 15-80, 16-79, and 17-105—a series of partnership agreements with BCT Management, Inc. regarding the Theater; and

WHEREAS, a partnership agreement has been negotiated with BCT Management, Inc. to begin January 1, 2019, and end on December 31, 2019, (“2019 Partnership Agreement”); and

WHEREAS, a copy of the 2019 Partnership Agreement is attached to this Resolution as Exhibit A; and

WHEREAS, the 2019 Partnership Agreement provides that the Redevelopment Commission shall provide “up to Seventy-Four Thousand Dollars (\$74,000.00) from the Consolidated TIF” to be used on the Theater as permitted by Indiana Code § 36-7-14-39; and

WHEREAS, the 2019 Partnership Agreement also provides that the City shall provide “Fifty Five Thousand Dollars (\$55,000.00) to support the operations at the BCT (‘Operations Funding’); and

WHEREAS, the RDC is not the source of the Operations Funding; and

WHEREAS, the RDC has available funds in the Consolidated TIF to pay for its obligations under the 2019 Partnership Agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE REDEVELOPMENT COMMISSION OF THE CITY OF BLOOMINGTON, INDIANA, THAT:

1. The Redevelopment Commission finds that the use of Consolidated TIF funds in a manner permitted by Indiana Code § 36-7-14-39 to support the Buskirk-Chumley Theater as described in the 2019 Partnership Agreement is an appropriate use of the Consolidated TIF.
2. The Redevelopment Commission approves the 2019 Partnership Agreement, and authorizes Donald Griffin to sign the 2019 Partnership Agreement on its behalf.
3. The Redevelopment Commission approves the expenditure of an amount not to exceed Seventy-Four Thousand Dollars (\$74,000.00) from the Consolidated TIF to be used on the Theater. Specific expenditures of the Seventy-Four Thousand Dollars (\$74,000.00) will be presented to the Redevelopment Commission for review and approval when: (1) BCT Management, Inc., following the City’s procurement process as set forth in the City’s Financial Policies Manual, has made a request to receive part of that funding, and (2) the City, through the Director of Parks and Recreation or her designee, has approved the request. No Project Review and Approval Form shall be necessary for the expenditure of Tax Increment under the 2019 Partnership Agreement.
4. The funding authorizations contained in this Resolution shall begin the later of: (1) January 1, 2019, or (2) when the 2019 Partnership Agreement is fully executed. The funding authorizations contained in this Resolution shall terminate on December 31, 2019, unless extended by the RDC in advance.

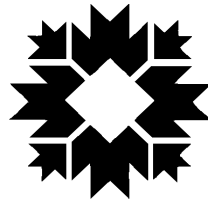
BLOOMINGTON REDEVELOPMENT COMMISSION

Donald Griffin, President

ATTEST:

Mary Alice Rickert, Secretary

Date



CITY OF BLOOMINGTON
parks and recreation

PARTNERSHIP AGREEMENT

This Agreement, made and entered into this ____ day of December, 2018 by and between the **City of Bloomington, Indiana (“City”)** by its Mayor, Board of Park Commissioners (“Parks Board”), and Redevelopment Commission (“Commission”) and **BCT Management, Inc.**, an Indiana non-profit corporation (“BCTM”),

WITNESSETH:

WHEREAS, the Buskirk-Chumley Theater (“BCT”) is a performing arts facility in downtown Bloomington, Monroe County, Indiana, that is owned by the Parks Board; and,

WHEREAS, BCTM has managed the BCT since 2001 pursuant to an agreement with the City, and the City wishes to enter into this Partnership Agreement (“Agreement”) with BCTM to manage and operate the BCT; and,

WHEREAS, BCTM is an Indiana non-profit corporation which has the capacity and commitment to manage the BCT as an accessible and affordable community resource; and,

WHEREAS, the previous Management Agreement between the City and BCTM is set to expire on December 31, 2018; and,

WHEREAS, the City has determined that it is in the public interest to enter into a new Agreement with BCTM for the management of the BCT for the period of January 1, 2019 through December 31, 2019, with the intent to continue the parties’ successful relationship into the future; and

WHEREAS, the City may from time to time develop partnerships with non-City organizations in order to promote such entertainment services; and,

WHEREAS, it is in the public interest that such partnership continue;

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions in this Agreement, the City and BCTM agree as follows:

1. PURPOSE OF AGREEMENT

The purpose of this Agreement is to outline a program partnership, which will provide entertainment to the public at the BCT.

2. DURATION OF AGREEMENT

This Agreement shall be in full force and effect from January 1, 2019 to December 31, 2019, unless early termination occurs as described in paragraph 6(j), below.

3. FUNDING

The City shall, for the term of this Agreement, provide Fifty Five Thousand Dollars (\$55,000.00) to support the operations at the BCT (“Operations Funding”). The Operations Funding shall be paid in four (4) quarterly payments of Thirteen Thousand Seven Hundred Fifty Dollars (\$13,750.00).

The City through its Parks and Recreation Department shall, for the term of this Agreement, provide Eighteen Thousand Two Hundred Dollars (\$18,200.00) for carpet replacement at the BCT.

The Redevelopment Commission shall, for the term of this Agreement, provide up to Seventy-Four Thousand Dollars (\$74,000.00) from the Consolidated TIF (“Tax Increment Funding”). The Tax Increment Funding may be used only for purposes permitted by Indiana Code § 36-7-14-39. The Tax Increment Funding will only be provided after: (1) BCTM has followed the City’s procurement process, as set forth in its Financial Policies Manual, to obtain bids or quotes for a desired purchase, (2) the BCTM has made a request for Tax Increment Funding, (3) the City—through the Director of Parks and Recreation or her designee—has approved the request for Tax Increment Funding, and (4) the Redevelopment Commission has approved the request for Tax Increment Funding via resolution. No Project Review and Approval Form shall be necessary for the expenditure of Tax Increment Funding under this Agreement. BCTM will submit to the City by November 1, 2019 a list of 2020 projects to be considered for potential 2020 Tax Increment Funding. The City and BCTM shall cooperate on selecting priorities for the Tax Increment Funding.

4. BCTM

The goal of BCTM is to provide a world-class entertainment schedule at the BCT for the Bloomington area community, including residents of Monroe County and surrounding counties and visitors. Except as provided in this Agreement, BCTM shall have the exclusive authority to operate and manage the BCT under this Agreement. BCTM agrees to:

a. Programming:

- i.** BCTM shall manage the BCT in a professional manner and utilize its best efforts to preserve and expand the BCT’s role as a high quality, accessible community resource, and to schedule and promote a diverse program of local, regional, and national artists and events, so as to serve a broad segment of the community and a wide variety of interests and audiences. BCTM shall maintain and administer booking procedures and rental rates that give performers, renters, and other users a fair and reasonable opportunity to use the facility.
- ii.** BCTM shall use the BCT premises only for operation of the BCT as a venue for presenting arts and entertainment events, private events, educational programs, community events and other programs and events benefiting the public. The BCT premises may be used and occupied only for the uses described in this

Agreement. BCTM shall not permit any nuisance to be maintained or permitted on the premises, nor any disturbance, noise, or other annoyance that interferes with the reasonable comfort and quiet enjoyment of persons occupying adjacent properties. If BCTM fails to remedy the nuisance, then the City shall have the right to enter on the premises to remedy the nuisance. However, the City's failure to assert its right to remedy a nuisance shall not impose an affirmative duty on the City so that it assumes liability for the nuisance. Regardless of any entry or non-entry onto the premises by the City for the purpose of remedying a nuisance, BCTM shall remain solely liable for any and all liability resulting to any persons from any nuisance maintained or permitted on the premises.

b. Management Obligation: BCTM shall manage the BCT as follows:

- i. BCTM agrees to maintain its principal and only corporate office with regular office hours on the BCT premises.
- ii. As an independent contractor, and at its sole cost and expense, BCTM shall employ an Executive Director, Technical Director, and such other personnel as necessary in its sole opinion to the operation of the BCT in conformance with the terms of this Agreement. BCTM and its personnel, agents, volunteers, contractors or sub-contractors shall in no event be construed to be, or represent themselves to be employees of the City.
- iii. BCTM shall use the BCT premises only for operation of the BCT as a venue for presenting arts and entertainment events, private events, educational programs, community events and other programs and events benefiting the public. The BCT premises may be used and occupied only for the uses described in this Agreement.
- iv. BCTM shall be solely liable and responsible for any and all operating expenses incurred and contracts and agreements entered into in the course of its operation and management of the BCT, provided, however, that BCTM does not assume, and shall not be liable for, any financial obligations of the City regarding the BCT. However, expenses such as property taxes charged directly to the City that stem from BCTM's operation, contracts and agreements with third parties must be reimbursed by BCTM to the City. The BCT shall also take responsibility for all expenses related to the Alcoholic Beverages permit the City obtained for BCTM.
- v. BCTM shall operate the BCT as a venue for presentation of BCT programming, and BCTM may, at its sole discretion, produce and promote its own events at the BCT. BCTM shall have the authority to make all scheduling decisions for the BCT, and at its sole discretion, set rental rates for the BCT. BCTM shall keep the City informed regarding its rental rates for the BCT, and shall advise the City of any proposed change to the rates at least ten (10) business days prior to the effective date of the change.
- vi. The City's logo and/or such other acknowledgement of the City's support that the City deems appropriate, in its sole discretion, shall be displayed in the BCT

and on the BCTM website. An announcement of the City's support of the BCT shall be made prior to all performances.

- vii. BCTM shall be solely responsible for obtaining and maintaining any licenses or permits required by any governmental entity in connection with the operation of the BCT. BCTM shall not enter into any contracts or agreements that authorize or allow for violation of any City ordinance.

c. Sale of Alcoholic Beverages:

- i. The City, as owner of the BCT, has obtained on BCTM's behalf an Alcoholic Beverages permit for the premises and shall retain rights to this permit because it has applied for an alcoholic beverage permit (liquor, beer and wine retailer for a Civic Center, license type 219) on behalf of the BCTM pursuant to Indiana Code § 7.1-3-1-25. This permit, granted in 2011 and renewable on an annual basis, is not part of the regular Alcoholic Beverage permits that are granted following a quota system, and can only be obtained when the City applies for it. If granted, such a permit is particular to the circumstances of the location in that the building must be owned by the City, and that it must be open for specific purposes.
- ii. BCTM agrees to be in compliance with all laws, federal, state and local, that apply to this alcoholic beverages permit, which is only to be used at the current BCT Premises. It agrees that its obligations to indemnify the City under this Agreement extend to its actions under the laws applicable to this permit, including, without limitation, any penalties for violations of the permit or its requirements.
- iii. BCTM shall, at its own expense during the duration of this Agreement, maintain liquor liability insurance in compliance with Section 6(h) of this Agreement, and carry the financial cost for application and renewals, or any other expense related to the permit.
- iv. BCTM agrees that, in the event of termination of this Agreement for any reason, or if BCTM determines it cannot or will not start or continue to perform its rights and obligations under the alcoholic beverages permit, BCTM will, at the option of the City exercised in writing, either surrender BCTM's Alcoholic Beverages permit for the BCT's location, or take all necessary or desirable lawful steps requested by the City to transfer the alcoholic beverages permit for the BCT to another prospective permittee to be designated by the City, and approved of by the Indiana Alcohol and Tobacco Commission. Such steps may include, but are not limited to, having BCTM officers and/or directors execute lawful documents at the request of the City. In the event of such surrender or transfer upon termination of this Agreement BCTM will not be entitled to any monetary payment or other compensation for complying with this Agreement.

d. BCTM's Responsibility for Maintenance, Repair and Utilities

- i. BCTM shall keep the BCT premises, including the auditorium, entrances, eastern portion of the storefront retail space, offices, rest rooms, and adjacent sidewalks in a clean, safe, and operable condition and in compliance with all applicable statutes and ordinances.
- ii. In the event that BCTM enters into a lease of the western portion of the storefront retail space as described in paragraph 6.a.iii., below, the lease shall require the tenant to maintain the premises in a clean and safe condition and in compliance with all applicable statutes and ordinances. In the event that BCTM does not enter into a lease of the western portion of the storefront retail space, BCTM shall maintain the western portion of the storefront retail space, as required by paragraph 4.d.i., above.
- iii. BCTM shall be responsible and liable for any injury or damage done to the BCT premises by BCTM or BCTM's employees, invitees, or any other occupant or other person whom BCTM permits to be in or about the BCT premises.
- iv. BCTM shall be responsible for maintenance and repair of the interior of the building, as detailed in Exhibit A, Section 1.
- v. BCTM shall be responsible for the repair and maintenance of BCT equipment and furnishings listed in Exhibit B.
- vi. BCTM shall maintain all premises, equipment and furnishings in such condition, order, and repair as the same were in at the commencement of this Agreement or may be installed during the term of this Agreement, reasonable wear and tear excepted. In the event BCTM fails to undertake any repair or maintenance under their responsibility after thirty (30) days notice in writing from the City, the City may undertake the repair or maintenance, and BCTM shall be obligated to pay within thirty (30) days after invoice the full amount of any such expense paid by the City. The City agrees to reimburse BCTM for unexpected emergency repairs; however, BCTM will make all reasonable efforts to contact City and obtain City approval before commencing the repairs.
- vii. BCTM requests to use Tax Increment Funding shall be compliant, with applicable state law, including Indiana Code 5-22-8 *et seq.* With respect to requests to use Tax Increment Funding, BCTM shall make diligent efforts to follow the City's procurement methods, as set by the City Controller, including—where applicable—obtaining three (3) quotes. Requests for Tax Increment Funding shall include: (1) the names of the persons or companies that provided quotes, (2) the amounts of the quotes, (3) BCTM's preference of quote, and (4) an explanation for BCTM's preference of quote.
- viii. BCTM shall not cause or permit any alterations, additions, or changes of or upon any part of the BCT premises without first obtaining written consent of the City. If any alterations, additions, or changes to the BCT premises are made by BCTM and met with the City's consent under this sub-paragraph, they shall be

made at BCTM's expense and in a good and workmanlike manner, in accordance with all applicable laws, and shall become the property of the City as owner of the BCT.

- ix. The City shall provide BCTM with a list of acceptable vendors with which BCTM might contact for emergency and/or after-hours repair. BCTM shall immediately communicate with the Director of Parks and Recreation on the day following the occurrence of emergency repair describing the nature of, and the manner in which BCTM handled, the repair.
- x. BCTM shall pay all bills and charges for water, sanitary and storm sewer, electricity, gas, and other utilities that may be assessed or charged against any occupant of the BCT Premises during the term of this Agreement.
- xi. BCTM shall not permit any lawful mechanic's or other liens to accrue against the BCT Premises by reason of labor, services or materials claimed to have been performed or furnished to or for BCTM. BCTM shall cause any lien filed against the BCT Premises as a result of the action or inaction of BCTM to be discharged and released within ninety (90) days of the date of filing. In the event the lien is not discharged and released within that time period and BCTM continues to desire to contest the lien, BCTM shall post a surety bond or letter of credit in an amount reasonably anticipated to be necessary to satisfy the lien.

e. Organizational Information: BCTM shall share financial information with City.

- i. Once per calendar year, BCTM shall provide financial reports which have been reviewed or audited by a Certified Professional Accountant, as defined by the Financial Standards Accounting Board (FASB). The financial reports shall include progress reports on fundraising, including the amount of funds received through fundraising, the number of donors of funds, and the steps taken to generate funds. Said reports shall be delivered to the City not later than April 15, 2020.
- ii. BCTM shall provide an annual written report of BCT operations to the City, which shall be delivered to the City no later than April 15, 2019. The annual report shall be comprehensive and shall address all relevant topics, including, but not limited to, a listing of all programs and events held in the BCT during 2018, income and expenses related to the BCT property for 2018, and updates on the preventative maintenance BCTM undertook in 2018.
- iii. BCTM shall provide a copy of its timely filed IRS Form 990, Return of Organization Exempt from Income Tax Form. The Form 990 shall be provided to the City within thirty (30) days of when it is filed with the Internal Revenue Service.
- iv. BCTM will remain compliant with all returns and payments associated with all applicable taxes—including payroll taxes. BCTM will provide the City with a copy of all returns filed with and payments made to all taxing entities within thirty (30) days of filing and payment.

- v. BCTM shall provide a copy of all filings with the Indiana Secretary of State's Office. These filings shall be provided to the City within thirty (30) days of when they are filed with the Indiana Secretary of State's Office.
- vi. The City shall set a meeting after April 15, 2019 and prior to May 30, 2019 for BCTM to present the 2018 annual report to the Administrator of the City's Parks and Recreation Department and to respond to questions. BCTM shall designate a voting member of its Board and send him/her to the City's meeting.
- vii. During the year and in addition to the annual report, BCTM representatives shall provide to the City such information as may be requested by the City concerning BCT operations and events.
- viii. The City may, upon one (1) week's notice, inspect the BCT's books and records maintained by BCTM.
- ix. The City shall have one (1) non-voting representative on the BCTM Board of Directors. The Mayor shall designate this representative, who shall be subject to removal by the Mayor at anytime for any reason.
- x. BCTM shall provide BCT participation data to the City on a quarterly basis to the City no more than fifteen days after the end of each quarter. This data will be used in the Bloomington Parks and Recreation annual report.
- xi. The 2020 BCTM goals will be submitted to the City by July 1, 2019 following the City's format for annual goals.

f. Inventory List and Disposal of Surplus Property:

- i. BCTM shall provide an updated inventory of all equipment and furnishings to the City on or before December 31, 2019. The inventory shall include the funding source or sources for all equipment and furnishings purchased. At the end of this Agreement, prior to renewal, the City shall have the responsibility to conduct an inventory of City owned assets to ensure their presence on-site. BCTM shall be held accountable for any missing City owned assets.
- ii. BCTM shall inform the City when it desires to dispose of Surplus property in writing, and the City shall, at its earliest convenience, comply with disposal of Surplus property policies as provided by statute and the City's Financial Policies Manual (including the Controller and Corporation Counsel's review of the request, and the submission of the request to the appropriate board). Revenue generated by the sale of Surplus property will be credited to the department from which such personal property is sold, pursuant to Bloomington Municipal Code 2.52.020.

5. CITY OF BLOOMINGTON

The goal of City is to provide entertainment and cultural opportunities to Bloomington area community, including residents of Monroe County and surrounding counties and visitors. City agrees to provide:

a. Programming and Premises:

- i. The City's one (1) non-voting representative will serve on the BCTM Board of Directors.
- ii. The City, as owner of the BCT, shall retain decision-making authority regarding signage to be affixed to the BCT premises. The City shall also retain the right to display and distribute promotional materials regarding City programs in the lobby of the BCT in such a way that does not interfere with BCTM's use of the BCT and ability to manage and promote events at the BCT.
- iii. Any matters related to the BCT Premises that are not specifically addressed in this Agreement shall be decided by the City pursuant to its authority as owner of the BCT.
- iv. Ownership of the equipment and furnishings inside the building necessary to its functionality as a Theater is as detailed in Exhibit B.
- v. The City will consult with BCTM during the term of this Agreement regarding replacements, upgrades and major repairs to equipment and furnishings; however, all decisions regarding the same shall be made in the City's discretion.
- vi. The City shall be responsible for maintenance and repair of the building and the marquee as detailed in Exhibit A, Section 2 of this Agreement.
- vii. The City shall be responsible for addressing BCTM requests to the City for Tax Increment Funding, as detailed in paragraph 5.b.ii of this Agreement, in a timely manner.
- viii. The City reserves the right to make any structural, roof and major mechanical repairs it deems necessary, and agrees to make all reasonable efforts to work with BCTM in planning and scheduling such repairs as to minimize or avoid interruption of use of the BCT.
- ix. The City or its agent shall have the right to enter upon the BCT Premises to inspect the same during the BCT's business hours, or at any other reasonable time as the parties shall agree.
- x. The City shall have the right to use the BCT, with no rental fee, for up to five (5) days each calendar year, which dates will be coordinated with BCTM in advance. Specific dates for three (3) uses include: Martin Luther King Celebration on January 21, 2019, State of the City on February 21, 2019 and Be More Awards on March 26, 2019. Two (2) additional dates for other City

events will be mutually agreed upon by the City and BCTM. A day of use is defined as the time between 8:00 a.m. and 12:00 a.m. (midnight) on the day of the rental. Additional hours may be added to a day of use with BCTM approval.

b. Payments:

- i. The City shall provide Fifty Five Thousand Dollars (\$55,000.00) as Operations Funding for the BCTM.
- ii. The Redevelopment Commission shall provide up to Seventy Four Thousand Dollars (\$74,000.00) from the Consolidated TIF (“Tax Increment Funding”). The Tax Increment Funding may be used only for purposes permitted by Indiana Code § 36-7-14-39. The Tax Increment Funding will only be provided after: (1) BCTM has followed the City’s procurement process, as set forth in its Financial Policies Manual, to obtain bids or quotes for a desired purchase, (2) the BCTM has made a request for Tax Increment Funding, (3) the City—through the Director of Parks and Recreation or her designee—has approved the request for Tax Increment Funding, and (4) the Redevelopment Commission has approved the request for Tax Increment Funding via resolution. No Project Review and Approval Form shall be necessary for the expenditure of Tax Increment Funding under this Agreement.

6. TERMS MUTUALLY AGREED TO BY ALL PARTNERS TO THIS AGREEMENT

a. ASSIGNMENT AND LEASING:

- i. BCTM may not assign this Agreement or its obligations under this Agreement.
- ii. Upon the termination of this Agreement, whether such termination shall occur by expiration of the term or in any other manner whatsoever, BCTM agrees to surrender immediate possession of the BCT Premises in the same condition of cleanliness, repair, and sightliness as of the first day of possession under its first Management Agreement, and agrees to clean the BCT Premises thoroughly or, if BCTM should fail to clean the premises thoroughly, to pay the City for the cleaning necessary to restore the premises to such condition, loss by fire or by the elements and reasonable wear and tear excepted. If BCTM shall remain in possession of all or any part of the BCT Premises after expiration of the term of this Agreement, with the consent of the City, then this Agreement shall continue in effect from month-to-month until terminated in writing by either party.
- iii. BCTM shall have the right to lease or subcontract for management of the western portion of the storefront retail space on Kirkwood Avenue, as provided in this Agreement. Such lease or subcontract shall be subject to the prior consent of the City, but such consent shall not be unreasonably withheld. BCTM acknowledges that a lease of the western portions of the storefront retail space is subject to statutory requirements regarding leasing of municipally-owned property, and includes a duty to get reimbursed for any property taxes associated with such a lease or subcontract, and the terms of and method of procuring any such lease or subcontract must be approved by the Mayor or his

designee. Any and all revenues received by BCTM from the management or rental of the western portion of the storefront retail space shall be applied to offset associated costs of management and maintenance of the BCT.

If BCTM and the City's contractual relationship is terminated for any reason during the term of the storefront retail lease or subcontract, the City will honor the remaining term of the storefront retail lease or subcontract. A copy of the storefront retail lease or subcontract shall be provided to the City.

- iv. The City expressly retains the right to lease or contract separately for management of the eastern portion of the retail space along Kirkwood Avenue, but does not anticipate that will happen as long as the existing partnership with Downtown Business Inc., the Monroe County Convention and Visitor's Bureau and BCTM continues.

b. INDEMNIFICATION AND RELEASE

- i. BCTM shall indemnify, defend, and hold the City harmless from any contractual claim, demand, action, liability, or responsibility arising directly or indirectly from its management, operation, occupancy, use, or possession of the BCT under this Agreement. BCTM shall indemnify, defend and hold the City harmless from and against any claim, demand, liability, proceeding, damages, loss, and costs, including attorney's fees, arising from personal injury, death, or property damage connected, directly or indirectly, with this Agreement or BCTM's occupancy, control, or use of the BCT Premises and personal property, including without limitation, any liability that the City might have to any person, including BCTM and any lessee, and/or its employees and invitees, in or about the BCT Premises with the consent, license, or invitation, express or implied, of BCTM or any lessee. BCTM agrees that its obligations to indemnify the City under this Agreement extend to its actions under the laws applicable to its Alcoholic Beverages permit, including, without limitation, any penalties for violations of the permit or its requirements.
 - ii. If the City shall, without fault, become a party to litigation commenced by or against BCTM, then BCTM shall indemnify and hold the City harmless from such litigation. The indemnification provided in this paragraph shall include the City's attorney's fees and costs in connection with any such claim, action, or proceedings. BCTM does hereby release the City from all liability for any accident, damage, or injury caused to person or property on or about the BCT Premises. The City shall remain liable for its own gross negligence and the gross negligence of its agents and employees, and in such case, the indemnification, hold harmless, and release provisions provided herein shall not apply.
- c. Risk of Loss:** In the event that the BCT Premises sustains damage of any nature, any and all property insurance proceeds arising from the loss shall be applied to restore the BCT Premises. In the event that the BCT Premises are destroyed and cannot be restored within one hundred eighty (180) days, then this Agreement may be terminated by either party without further

obligation. All property of BCTM, its agents and employees, kept, stored or maintained within the BCT Premises shall be at BCTM's exclusive risk.

- d. **E-VERIFY:** Pursuant to Indiana Code § 22-5-1.7-11(a) BCTM shall enroll in and verify the work eligibility status of all newly hired employees through the E-Verify program. BCTM is not required to continue this verification if the E-Verify program no longer exists. BCTM shall sign an affidavit affirming that they participate in the E-Verify program and that they do not currently knowingly employ an unauthorized alien. The affidavit is attached to and incorporated into this Agreement as Exhibit C.
- e. **Nuisance:** BCTM shall not permit any nuisance to be maintained or permitted on the premises, nor any disturbance, noise, or other annoyance that interferes with the reasonable comfort and quiet enjoyment of persons occupying adjacent properties. If BCTM fails to remedy the nuisance, then the City shall have the right to enter on the premises to remedy the nuisance. However, the City's failure to assert its right to remedy a nuisance shall not impose an affirmative duty on the City so that it assumes liability for the nuisance. Regardless of any entry or non-entry onto the premises by the City for the purpose of remedying a nuisance, BCTM shall remain solely liable for any and all liability resulting to any persons from any nuisance maintained or permitted on the premises.
- f. **Firearms Policy:** Pursuant to Indiana Code §§ 35-47-11.1-2 and -3, the City is prohibited from enforcing its former policy on firearms in public parks and city facilities as of July 1, 2011. However, pursuant to Indiana Code § 35-47-11.1-4(10), BCTM 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. BCTM has developed such a policy for its activities, which is incorporated into this Agreement as Exhibit D.
- g. **Non-Waiver:** Failure on the part of either the City or BCTM to exercise any right or remedy under this Agreement shall not constitute a waiver thereof as to any default or future default or breach by the other party. No waiver of any default shall be effective unless in writing.
- h. **Insurance:** BCTM shall, at its own expense during the term of this Agreement, maintain in full force and effect for the mutual benefit and protection of both BCTM and the City, as additional insured, General Liability Insurance, in an amount and with an insurance company approved by City, against claims of bodily injury, death, or damage to the property of third parties occurring in or about the BCT premises. The minimum limits of liability of such General Liability Insurance shall be One Million Dollars (\$1,000,000.00) per occurrence, Two Million Dollars (\$2,000,000) in the aggregate, and One Hundred Thousand Dollars (\$100,000.00) with respect to property damage/fire legal liability. BCTM shall, at its own expense during the term of this Agreement, maintain and keep in full force and effect for the mutual benefit and protection of both BCTM and the City, as additional insured, Fire and Extended Casualty Insurance coverage upon those contents, furnishings, and personal property owned or maintained by BCTM, as indicated in this Agreement or otherwise. BCTM shall provide the City with an All Risk/Special Form regarding such contents, furnishings and personal property. BCTM shall maintain Workers Compensation Insurance in accordance with the statutory requirements of Title 22 of the Indiana Code. BCTM shall provide to the City certificates of insurance evidencing the insurance required pursuant to this paragraph. All

policies of insurance on which the City is named as additional insured shall require that the City be provided a minimum of thirty (30) days notice in writing of any intended cancellation.

In addition, BCTM shall, at its own expense during the duration of this Agreement, maintain liquor liability insurance with an insurance agency approved by the City. BCTM's liquor liability insurance shall name the City as an additional insured. BCTM shall maintain liquor liability insurance with limits no less than One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) in the aggregate. Additionally, BCTM's liquor liability insurance policy shall require that the City be provided at least thirty (30) days notice in writing of any intended cancellation. BCTM shall provide the City with insurance certificates evidencing the required liquor liability coverage.

- i. **Notice:** Notice regarding any significant concerns and/or breaches of this Agreement shall be given to contacts as follows:

City of Bloomington Legal Department
P.O. Box 100
401 N. Morton Street, Suite 220
Bloomington, IN 47404

Any notice given to BCTM under this Agreement shall be addressed to:
BCT Management, Inc.
Buskirk-Chumley Theater
114 E Kirkwood Ave
Bloomington, Indiana 47408

All notices under this Agreement shall be in writing and shall be delivered personally or sent by Certified Mail, Return Receipt Requested to the above-described addresses, provided that each party by like notice may designate any further or different address to which subsequent notices may be sent.

- j. **Termination:** Either party may terminate this Agreement upon giving written notice of the intention to do so six (6) months prior to the intended date of termination.

If BCTM and the City's contractual relationship is terminated for any reason during the term of a rental agreement that BCTM has with a third-party for use of the Theater, the City will honor the remaining term of the rental agreement. A copy of any third-party rental agreement shall be provided to the City.

- k. **Default:**

- i. **By City:** If the City should fail to perform any of the covenants, agreements, or conditions of this Agreement, on its part to be kept and performed, and such default is not cured within thirty (30) days after written notice is given to the City by BCTM by Certified Mail Return Receipt Requested setting forth the nature of such default, this Agreement may be terminated by BCTM before expiration of its term. The parties agree to meet within five (5) days after a written notice of default has been given by BCTM and to endeavor to resolve any dispute concerning the alleged default by direct negotiations.

ii. **By BCTM:** If BCTM should fail to perform any of the covenants, agreements or conditions of this Agreement, on its part to be kept and performed, and such default is not cured within thirty (30) days after written notice is given to BCTM by the City by Certified Mail, Return Receipt Requested setting forth the nature of such default; or if BCTM shall make an assignment for the benefit of creditors; or if the interest of BCTM hereunder shall be sold under execution or other legal process; or if BCTM shall be placed in the hands of a receiver; then, in any of such events, it shall be lawful for the City, without notice or process of law, to enter upon and take possession of the BCT Premises, and thereupon this Agreement and everything herein contained on the part of the City to be done and performed shall cease, terminate, and be utterly void, all at the option of the City; without prejudice, however, to the right of the City to recover from BCTM, and without such action being deemed a surrender of this Agreement or a termination of BCTM's liabilities, undertakings, and responsibilities under this Agreement.

l. Successors: The provisions, covenants and conditions of this Agreement shall bind and inure to the benefit of the legal representatives, successors and permitted assigns of the parties.

m. Choice of Law and Venue: This Agreement shall be governed and construed in accordance with the laws of the State of Indiana. The venue for any legal proceeding instituted under this Agreement shall be Monroe County, Indiana.

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

City of Bloomington, Indiana

BCT Management, Inc.

By: _____
Paula McDevitt, Director

By: _____
Ron Walker, President

By: _____
Philippa M. Guthrie, Corporation Counsel

Redevelopment Commission

Board of Park Commissioners

By: _____
Donald Griffin, President

By: _____
Kathleen Mills, President

Board of Public Works

By: _____
Kyla Cox Deckard, President

Exhibit A

1. BCT Management, Inc. (BCTM) shall be responsible for:
 - Repair and maintenance building interior – walls, floors, floor coverings, ceilings, toilets, sinks, toilet paper dispensers, paper towel dispenses, soap dispensers, water fountains, lighting fixtures, railings, interior doors, interior door glass
 - Repair and maintenance of all stage equipment and soft goods
 - Repair and maintenance of theater seats, free-standing chairs, tables, desks, counters, and other furniture
 - Repair and maintenance of the Theater’s mechanical systems– electrical, plumbing, and HVAC (including annual service contract for HVAC system)
 - Repair and maintenance of the Theater’s fire alarm and sprinkler system, (including annual service contract for the alarm system) and fire extinguishers
 - Repair, maintenance, replacement and purchase of BCTM – owned office equipment and furniture necessary for BCTM business operation, not directly related to BCT’s operation as a Theater, and not intended for City ownership
 - Repair and maintenance of the western portion of the storefront retail space, including the mechanical systems (electrical, plumbing, and HVAC) associated with that space.
 - An annual report on such repair and maintenance as well as preventative maintenance

2. The City of Bloomington shall be responsible for:
 - Repairs and maintenance of the Theater’s exterior structure, including doors, door locks, windows and window locks (where applicable)
 - Repairs and maintenance of the Marquee
 - Replacement of mechanical systems (electrical, plumbing, and HVAC)
 - Replacement of fire alarm and sprinkler systems
 - Replacement of existing City property within BCT – floors, floor covering, fixed seats, free-standing seats, sound system, lighting system, microphones, box office equipment, soft goods, rigging, stage extension, piano, and any other items listed on the property and equipment inventory

Exhibit B

BCT Equipment and Facility Item List as of October 1, 2018.

Exhibit D

BCTM Firearms Policy

BCTM does not standardly restrict firearms and other weapons from the Buskirk-Chumley Theater. However, any presenter partner and/or a performing artist may request that firearms and other weapons be prohibited from the venue, provided the presenter partner and/or performing artist is willing to compensate BCTM for the cost of hiring security to enforce the prohibition.

Exhibit B - Section 1

Buskirk-Chumley Fa

| Item | Manufacturer | Model | Serial # | Qty | Purch Date | Purch By | Purch Price | Total Purch Price |
|---|-------------------|---------------------------------------|------------------------------------|-----|------------|----------|-------------|-------------------|
| Box Office, Chairs | Knoll | 441NA2HXHC-DK-09-USF-(GEN)-RU09 | - | 2 | 2016 | BCT | \$1,305 | \$1,305 |
| Box Office, Desks | | | | | 2018 | | | |
| Box Office, Safe | Sentry | SFW082D | C9540888 | 1 | 2017 | BCT | \$190 | \$190 |
| Concessions, Cooler | True Food Service | GDM-35 | | 1 | 2013 | BCT | \$1,950 | \$1,950 |
| Concessions, Kegeerator: Large Main | True Food Service | TDD-2 | 6970538 | 1 | 2011 | BCT | \$2,322 | \$2,322 |
| Concessions, Kegeerator: Upstairs Rolling | Beverage Air | | | 1 | 2010 | BCT | \$1,835 | \$1,835 |
| Concessions, Popcorn Machine | Gold Medal | Pop Maxx 2552 (may be KC or LS model) | | 1 | 2015 | BCT | \$844 | \$844 |
| Custodial, Vacuum 1 | Dyson | | GC7USGFB7808A | 1 | 2016 | BCT | \$296 | \$296 |
| Custodial, Vacuum 2 | Fuller | FBP-14PW | 13B0006354 | 1 | 2014 | BCT | \$330 | \$330 |
| Custodial, Vacuum 3 | Riccar | VIBC 2 | | 1 | 2010 | BCT | \$380 | \$380 |
| Custodial, Vacuum 4 | Dyson | Ball Multifloor 2 | TJ4-US-JGB1114A | 1 | 2017 | BCT | \$400 | \$400 |
| Custodial, Vacuum 5 | Rubbermaid | Backpack | BP6Q or BP10Q or BH10Q | 1 | ? | BCT | | \$0 |
| Custodial, Vacuum 6 | Shop-Vac | 4020 | | 1 | ? | BCT | | \$0 |
| | Windsor | Backpack | | | | | | |
| Facility Improvements | | | | 1 | 2014 | CITY | | \$12,067 |
| Facility, Alley Lighting Photo Sensor | | | | | 2018 | | | |
| Facility, Bathroom (Castle) Light Fixture | LUSA Lighting | Circline; 93370/05 or 94270-05 | | | | | | |
| Facility, Boiler 1 | Knight Lochinvar | Commercial XL KBN501 | E12H1029911 | 1 | 2012 | CITY | | \$17,299 |
| Facility, Boiler 2 | Lars Neo | Therm Gas Fired, NTH500NXN3 | SNG16367050 | 1 | 2016 | CITY | \$17,600 | \$17,600 |
| Facility, Boiler Circulating Pump 1 | | | | 1 | 1999 | BAAC | | |
| Facility, Boiler Circulating Pump 2 | | | | 1 | 1999 | BAAC | | |
| Facility, Café Air Handler | American Standard | TEM6A0C36H31SB | 1826ZKW-93V | 1 | 2018 | CITY | \$4,975 | \$4,975 |
| Facility, Café Air Condensing Unit | American Standard | 4A7A6036J1000A | 18155KH65F | 1 | 2018 | CITY | \$4,975 | \$4,975 |
| Facility, Café Thermostat | Honeywell | VisionPRO TH8000 Series | | 1 | 2008 | BCT | \$517 | \$517 |
| Facility, Café Wall Vent | Dayton | 4HZ35 | | 1 | 2000 | BAAC | | |
| Facility, Carpet: Pattern | | | | | 1999 | BAAC | | \$32,000 |
| Facility, Carpet: Plain | | | | | 1999 | BAAC | | \$18,000 |
| Facility, Cigarette Disposal Station | | | | 1 | 2010 | BCT | \$250 | \$250 |
| Facility, Computer: HVAC Control | | | | 1 | 2018 | BCT | | \$1,420 |
| Facility, Drinking Fountain Inner Lobby Restrooms | Halsey Taylor | HTV8Q-1 | 50718537 | 1 | | | | |
| Facility, Drinking Fountain Inner Lobby Custodial | Halsey Taylor | HAC8FSQ-1B | 980436520 | 1 | | | | |
| Facility, Drinking Fountain Basement | Halsey Taylor | | | 1 | | | | |
| Facility, Drinking Fountain 2nd Floor Offices | Halsey Taylor | HAC8FSQ-1C | 980948912 | 1 | | | | |
| Facility, Dryer | Kenmore | 110; 300 Series | | 1 | 2007 | BCT | \$346 | \$346 |
| Facility, Hand Dryers | Dyson | Airblade HU02-N-HV (Sprayed Nickel) | RW1-XE-KFA0492A(565A; 7220A; 704A) | 4 | 2018 | BCT | \$695 | \$2,780 |
| Facility, HVAC Room Shelving | | | | 1 | 2018 | BCT | | \$85 |
| Facility, Lobby Light Fixtures | | wall-mounted antique (knight motif) | | 10 | 1999 | BAAC | \$200 | \$2,000 |
| Facility, Lobby Light Fixtures | | crystal chandelier | | 1 | 1999 | BAAC | \$5,600 | \$5,600 |

Exhibit B - Section 1

| Item | Manufacturer | Model | Serial # | Qty | Purch Date | Purch By | Purch Price | Total Purch Price |
|---|---------------------|--|-----------|-----|------------|----------|-------------|-------------------|
| Facility, Lobby Light Fixtures | | contemporary chandelier | | 1 | 1999 | BAAC | \$2,000 | \$2,000 |
| Facility, Lobby Light Fixtures: Outer | | wall-mounted antique | | 6 | 1999 | BAAC | \$150 | \$900 |
| Facility, Monitor: HVAC Control | | | | 1 | 2018 | BCT | | \$289 |
| Facility, New Marquee Letters | | | | 275 | 2007 | BCT | \$2 | \$413 |
| Facility, Paper Towel Dispenser | Georgia Pacific | GEP54338 | - | 1 | 2018 | BCT | \$33 | \$33 |
| Facility, Projection Storage Shelving | | | | 3 | 2018 | BCT | | \$86 |
| Facility, Recycling Containers - Exterior | | | | 6 | 2009 | BCT | \$15 | \$89 |
| Facility, Recycling - Exterior Padlock | Ace | 5202809; 1 3/4" weather resistant | - | 1 | 2017 | BCT | \$8 | \$8 |
| Facility, Seat: Fixed | | | | 560 | 1999 | BAAC | \$225 | \$126,000 |
| Facility, Seat: Moveable w/ Cushion | | | | 75 | 1999 | BAAC | \$150 | \$11,250 |
| Facility, Security System | | | | 1 | 2014 | BCT | \$452 | \$452 |
| Facility, Smoke Detectors | Simplex | 4098-9681, -9752, or-9753 | - | | | | | |
| Facility, Stanchions | Visiontron | VS301 Retracta-Belt, Black 10' G4 Value Series | - | 6 | 2018 | BCT | \$1,107 | \$1,107 |
| Facility, Stanchions | EquiCross, Inc | VS301EQ-EQ Value Series | - | 3 | 2009 | BCT | \$219 | \$219 |
| Facility, Surge Protector: Phones | ITW Linx | M4KSU | - | 1 | 2017 | BCT | \$50 | \$50 |
| Facility, Surge Protector: Phones | ITW Linx | MCO 8110 | - | 1 | 2018 | | | |
| Facility, Table | | 6' Plastic Rectangular | | 10 | 1999 | BCT | \$79 | \$790 |
| Facility, Table | | Café Square | | 3 | 1999 | BCT | \$150 | \$450 |
| Facility, Table | | 6' Plastic Rectangular | | 5 | 2006 | BCT | \$109 | \$545 |
| Facility, Tile: Downstairs Bathrooms | | | | | 1999 | BAAC | | \$3,500 |
| Facility, Tile: Upper Balcony | | | | | 1999 | BAAC | | \$10,000 |
| Facility, Tile: Upstairs Bathrooms | | | | | 1999 | BAAC | | \$10,000 |
| Facility, Toilet Paper Dispensers | | | | 18 | | | | |
| Facility, Trash & Recycling Lid Upgrades | Safeco | Square Fecta 2990RE Recycling & 2990WA Waste | - | 6 | 2018 | BCT | \$355 | \$405 |
| Facility, Trash & Recycling Receptacles | Safeco | Public Square 773006; SAF2987BL | - | 2 | 2009 | BCT | \$440 | \$440 |
| Facility, Trash & Recycling Receptacles | Safeco | Public Square 773006; SAF2987BL | - | 3 | 2010 | BCT | \$247 | \$740 |
| Facility, Trash Receptacle: Contemporary | | | | 5 | 2010 | BCT | \$1,056 | \$5,280 |
| Facility, Trash Receptacle: Plastic | | | | 6 | 1999 | BCT | \$59 | \$354 |
| Facility, Washer | GE | GTW680BSJWS | GL141120G | 1 | 2018 | BCT | \$528 | \$528 |
| Facility, Water Heater, Basement | Bradford White Corp | LD80R33C120; 80 gal | SG2399011 | 1 | | | | |
| Facility, Water Heater, Custodial Closet | | | | | | | | |
| Facility, Water Heater, Upstairs Custodial Closet | | | | | | | | |
| Facility, Soap Dispensers | Spartan | 9756 Lite & Foamy White Wall Mount | - | 3 | 2017 | BCT | \$50 | \$50 |
| Facility, Soap Dispensers | Spartan | 965500 Lite & Foamy 6" Counter Mount | - | 12 | 2017 | BCT | \$0 | \$0 |
| Facility, Soap Dispensers | Kimberly-Clark | n/a (Mini 500ml Skin Care Dispenser) | | | | | | |
| Leasehold Improvements | | | | 1 | 2011 | BCT | | \$98,000 |
| Tech, Air Conditioning | | | | 1 | 2014 | CITY | | \$5,443 |
| Tech, Chair | | | | 1 | 2016 | BCT | \$400 | \$400 |
| Tech, File Cabinet | | | | 1 | 2018 | BCT | | \$96 |

Exhibit B - Section 1

| Item | Manufacturer | Model | Serial # | Qty | Purch Date | Purch By | Purch Price | Total Purch Price |
|----------------------------------|--------------|-------|----------|-----|------------|----------|-------------|-------------------|
| Tech, Monitor System Instruments | | | | 1 | 2008 | BCT | \$490 | \$490 |
| Tech, Shelving | | | | 2 | 2018 | BCT | | \$86 |
| Tech, Shelving | - | - | | 1 | 2004 | BCT | \$100 | \$100 |

All Air Handlers/Condensing units

Exhibit B - Section 1

ility Equipment

| Manual on File | Age, Years | Est Yrs of Use | Year to Replace | Est Replacement Cost | Owned By | Notes |
|----------------|------------|----------------|-----------------|----------------------|----------|---|
| Y | 2 | 15 | 2031 | \$1,357 | CITY | RJE Business Interiors 11/11/2016; does not include \$174.16 install |
| | 0 | 25 | 2043 | \$0 | CITY | |
| Y | 1 | 25 | 2042 | \$194 | CITY | Staples |
| Y | 5 | 15 | 2028 | \$2,153 | CITY | Gooldy & Sons |
| Y | 7 | 15 | 2026 | \$2,667 | CITY | Zesco Products; 7/31/18 compressor replaced AE4440YAA-1A (serial #S51A171831983659) - see contractor repairs tab |
| Y | 8 | 15 | 2025 | \$2,150 | CITY | Micromatic; 11/2017: TD has mentioned more than once this unit does not get cold enough which causes too much foaming |
| Y | 3 | 15 | 2030 | \$896 | CITY | Sam's Club; 1/2018 kettle failure - replaced via Gold Metal @ \$510 |
| Y | 2 | 15 | 2031 | \$308 | CITY | Amazon |
| Y | 4 | 15 | 2029 | \$357 | CITY | Vacuum Center |
| | 8 | 15 | 2025 | \$445 | CITY | Vacuum Center - still in use? |
| Y | 1 | 15 | 2032 | \$408 | CITY | Reimbursed DM for Dyson direct purchase; 4/10/18 ordered replacement \$8.99 small hose for bottom of unit (cracked & not under warranty) 1142325962 |
| Y | #VALUE! | 15 | #VALUE! | #VALUE! | CITY | QB records not found |
| | #VALUE! | | | #VALUE! | | 9/2018 in 2nd floor closet |
| | | | | | | |
| | 4 | | | | CITY | Mezzanine ceiling repair |
| | 0 | 15 | 2033 | \$0 | CITY | location - up ladder to roof, look left for junction box on roof curb facing knee high wall |
| Y | | | | \$0 | CITY | Transitioned to LED bulbs 9/2018 |
| | 6 | 15 | 2027 | \$19,481 | CITY | |
| | 2 | 15 | 2031 | \$18,311 | CITY | |
| | 19 | 15 | 2014 | \$0 | CITY | |
| | 19 | 15 | 2014 | \$0 | CITY | |
| Digital | 0 | 20 | 2038 | \$4,975 | CITY | 7/27/18 HFI invoice W37972 - cost split w/ Condensing Unit; labor \$3800, equipment \$5050, crane \$1100; uses 20"x20"x5" air bear filters |
| Digital | 0 | 20 | 2038 | \$4,975 | CITY | 7/27/18 HFI invoice W37972 - cost split w/ Air Handler; labor \$3800, equipment \$5050, crane \$1100; 5yr warranty on compressor |
| Y | 10 | 25 | 2033 | \$630 | CITY | Need to verify i.e. cost include install? Confirm make/model in café location |
| | 18 | 15 | 2015 | \$0 | CITY | 8.0" Direct Drive Centrifugal Circulating, 150 RPM, 115V, 1.5A |
| | 19 | 20 | 2019 | \$46,618 | CITY | Inner lobby & steps, mezzanine, inner aisles orchestra |
| | 19 | 20 | 2019 | \$26,223 | CITY | Office, upstairs hall, balcony aisle/steps, outer aisles orchestra |
| | 8 | 15 | 2025 | \$293 | CITY | |
| | 0 | 5 | 2023 | \$1,420 | CITY | |
| Digital | | | | | | 10/2018: consistently running but not cooling - seeking bottle fill style replacement |
| N | | | | | | |
| N | | | | | | |
| Y | 11 | 15 | 2022 | \$650 | CITY | Sears (item #67322?); replacement anticipated 2019-2020 (only when necessary); GTD65EBSJWS would be match to new washer |
| Y | 0 | 20 | 2038 | \$2,780 | CITY | 8/24/18 Allied Wholesale; Absolute Electric installed; 5 year warranty |
| | 0 | 25 | 2043 | \$86 | BCT | |
| | 19 | 25 | 2024 | \$2,914 | CITY | |
| | 19 | 25 | 2024 | \$8,158 | CITY | |

Exhibit B - Section 1

| Manual on File | Age, Years | Est Yrs of Use | Year to Replace | Est Replacement Cost | Owned By | Notes |
|----------------|------------|----------------|-----------------|----------------------|----------|---|
| | 19 | 25 | 2024 | \$2,914 | CITY | |
| | 19 | 25 | 2024 | \$1,311 | CITY | |
| | 0 | 15 | 2033 | \$289 | CITY | |
| | 11 | 100 | 2107 | \$513 | CITY | Details outdated |
| N/A | 0 | 25 | 2043 | \$33 | CITY | 5/1/18 Staples; in castle bathroom |
| | 0 | 25 | 2043 | \$86 | BCT | |
| N/A | 9 | 25 | 2034 | \$107 | BCT | Menards 10/17/2009; |
| N/A | 1 | 1 | 2018 | \$8 | CITY | Keys also made for Concessions, Custodial, Blu Boy, Transitional Services Inc, Republic Services, spares |
| | 19 | 25 | 2024 | \$183,558 | CITY | |
| | 19 | 20 | 2019 | \$16,389 | CITY | |
| | 4 | 15 | 2029 | \$489 | CITY | Amazon; 4 cameras |
| Y | | | 0 | \$0 | CITY | Duct housings; still in place? Details estimated |
| N | 0 | 10 | 2028 | \$1,107 | CITY | 10/2018 CrowdControl |
| N | 9 | 10 | 2019 | \$262 | CITY | 5/20/2009 EquiCross; \$584 for 8 stanchions - retained 3 when new purchased 10/2018 |
| Y | 1 | 15 | 2032 | \$51 | CITY | Confirmed 7/27/17 |
| Y | 0 | 15 | 2033 | \$0 | CITY | http://www.itwlinx.com/products/surgegate-telco-surge-protection/mco8110 |
| | 19 | 25 | 2024 | \$1,151 | CITY | |
| | 19 | 25 | 2024 | \$656 | CITY | |
| | 12 | 25 | 2031 | \$691 | CITY | |
| | 19 | 20 | 2019 | \$5,099 | CITY | |
| | 19 | 20 | 2019 | \$14,568 | CITY | |
| | 19 | 20 | 2019 | \$14,568 | CITY | |
| Y | 0 | 25 | 2043 | \$405 | CITY | 6/2018 Amazon; cost doesn't include labor to paint |
| Y | 9 | 25 | 2034 | \$526 | CITY | Office Depot; qty details est |
| Y | 8 | 25 | 2035 | \$867 | CITY | 12/31/2010 Maxwell's Office; per original invoice |
| | 8 | 25 | 2035 | \$6,186 | CITY | |
| | 19 | 25 | 2024 | \$516 | CITY | |
| Y | 0 | 25 | 2043 | \$528 | CITY | 4/23/18 Lowes; included stainless steel water intake hoses |
| | | | | \$0 | CITY | |
| | | | | \$0 | CITY | |
| | | | | \$0 | CITY | |
| Y | 1 | 25 | 2042 | \$51 | CITY | 9/2017 HP Products |
| Y | 1 | 25 | 2042 | \$0 | CITY | HP Products provided several at no-cost (qty est); upstairs bathrooms x 2; star dressing room |
| | | | | \$0 | CITY | Being replaced? |
| | 7 | | | | CITY | Box Office & Concessions Remodel |
| | 4 | 15 | 2029 | \$5,892 | CITY | |
| | 2 | 15 | 2031 | \$416 | CITY | Midwest Computer Accessories 8/10/2016; for soundboard |
| | 0 | 25 | 2043 | \$96 | BCT | |

Exhibit B - Section 1

| Manual on File | Age, Years | Est Yrs of Use | Year to Replace | Est Replacement Cost | Owned By | Notes |
|----------------|------------|----------------|-----------------|----------------------|----------|---|
| | 10 | 15 | 2023 | \$597 | CITY | Full Compass |
| | 0 | 25 | 2043 | \$86 | CITY | |
| N | 14 | 25 | 2029 | \$132 | BCT | Details estimated; black wire shelving from Executive Director Office, transferred to David D 12/2017 |

Buskirk-Chumley Theater Facility & Equipment Replacement Schedule

| Item | Manufacturer | Model | Qty | Purch Date | Purch By | Purch Price | Total Purch Price | Age, Years | Est Yrs of Use | Year to Replace | Est. Replace Cost | Owned By |
|------------------------|----------------|-------------------------------|-----|------------|----------|-------------|-------------------|------------|----------------|-----------------|-------------------|----------|
| Stage Equipment | | | | | | | | | | | | |
| Microphones | EV | 600e Cast Call | 1 | 1999 | BAAC | \$50 | \$50 | 19 | 10 | 2009 | \$73 | CITY |
| Microphones | Shure | Beta 58 | 5 | 1999 | BAAC | \$159 | \$795 | 19 | 10 | 2009 | \$1,158 | CITY |
| Microphones | Shure | SM 58 | 7 | 1999 | BAAC | \$99 | \$693 | 19 | 10 | 2009 | \$1,010 | CITY |
| Microphones | Shure | SM 57 | 9 | 1999 | BAAC | \$99 | \$891 | 19 | 10 | 2009 | \$1,298 | CITY |
| Microphones | Shure | Beta 52 | 1 | 1999 | BAAC | \$189 | \$189 | 19 | 10 | 2009 | \$275 | CITY |
| Microphones | Audio Technica | Pro 37 | 2 | 1999 | BAAC | \$117 | \$234 | 19 | 10 | 2009 | \$341 | CITY |
| Microphones | Audio Technica | 4041 | 2 | 1999 | BAAC | \$279 | \$558 | 19 | 10 | 2009 | \$813 | CITY |
| Microphones | Audio Technica | 857L Podium | 1 | 1999 | BAAC | \$150 | \$150 | 19 | 10 | 2009 | \$219 | CITY |
| Microphones | Whirlwind | Director DI | 4 | 1999 | BAAC | \$68 | \$272 | 19 | 10 | 2009 | \$396 | CITY |
| Microphones | Whirlwind | Hotbox Active DI | 2 | 1999 | BAAC | \$120 | \$240 | 19 | 10 | 2009 | \$350 | CITY |
| Cables | | 12pair XLR snake | 1 | 1999 | BAAC | \$279 | \$279 | 19 | 10 | 2009 | \$406 | CITY |
| Cables | | 10' 28ch XLR fanout snake | 1 | 1999 | BAAC | \$100 | \$100 | 19 | 10 | 2009 | \$146 | CITY |
| Cables | | XLR Mic | 45 | 1999 | BAAC | \$20 | \$900 | 19 | 10 | 2009 | \$1,311 | CITY |
| Cables | | 10' 1/4" - 1/4" | 2 | 1999 | BAAC | \$10 | \$20 | 19 | 10 | 2009 | \$29 | CITY |
| Cables | | 25' 1/4" - 1/4" | 1 | 1999 | BAAC | \$25 | \$25 | 19 | 10 | 2009 | \$36 | CITY |
| Cables | | 50' 1/4" - 1/4" | 2 | 1999 | BAAC | \$50 | \$100 | 19 | 10 | 2009 | \$146 | CITY |
| Cables | | 100' 1/4" - 1/4" | 1 | 1999 | BAAC | \$75 | \$75 | 19 | 10 | 2009 | \$109 | CITY |
| Cables | | NL4 - 1/4" | 5 | 1999 | BAAC | \$25 | \$125 | 19 | 10 | 2009 | \$182 | CITY |
| Cables | | 5' NL4 - EP4" | 1 | 1999 | BAAC | \$10 | \$10 | 19 | 10 | 2009 | \$15 | CITY |
| Cables | | 1/4" Instrument | 25 | 1999 | BAAC | \$5 | \$125 | 19 | 10 | 2009 | \$182 | CITY |
| Cables | | various length AC | 11 | 1999 | BAAC | \$10 | \$110 | 19 | 10 | 2009 | \$160 | CITY |
| Cables | | 6 plug power strips | 6 | 1999 | BAAC | \$5 | \$30 | 19 | 10 | 2009 | \$44 | CITY |
| Cables | | 1/8" To RCA | 3 | 1999 | BAAC | \$5 | \$15 | 19 | 10 | 2009 | \$22 | CITY |
| Cables | | RCA to RCA | 4 | 1999 | BAAC | \$5 | \$20 | 19 | 10 | 2009 | \$29 | CITY |
| Cables | | Various Audio Adapters | 1 | 1999 | BAAC | \$150 | \$150 | 19 | 10 | 2009 | \$219 | CITY |
| Cables | | Stage Lighting | 1 | 1999 | BAAC | \$1,200 | \$1,200 | 19 | 10 | 2009 | \$1,748 | CITY |
| Misc. | | Wooden pit wall enclosure | 1 | 1999 | BAAC | \$500 | \$500 | 19 | 10 | 2009 | \$728 | CITY |
| Misc. | | C Clamp for lighting fixtures | 28 | 1999 | BAAC | \$8 | \$224 | 19 | 10 | 2009 | \$326 | CITY |
| Intercom System | Telex | BP 1002 Belt packs | 8 | 1999 | BAAC | \$284 | \$2,272 | 19 | 10 | 2009 | \$3,310 | CITY |
| Intercom System | Telex | Single-Sided Head Sets | 9 | 1999 | BAAC | \$175 | \$1,575 | 19 | 10 | 2009 | \$2,294 | CITY |
| Intercom System | Telex | Double-Sided Head Sets | 1 | 1999 | BAAC | \$210 | \$210 | 19 | 10 | 2009 | \$306 | CITY |
| Intercom System | Telex | Lightweight Head Sets | 2 | 1999 | BAAC | \$179 | \$358 | 19 | 10 | 2009 | \$522 | CITY |
| Misc. | | tall microphone stand | 13 | 1999 | BAAC | \$45 | \$585 | 19 | 10 | 2009 | \$852 | CITY |
| Misc. | | short microphone stand | 6 | 1999 | BAAC | \$39 | \$234 | 19 | 10 | 2009 | \$341 | CITY |

| Item | Manufacturer | Model | Qty | Purch Date | Purch By | Purch Price | Total Purch Price | Age, Years | Est Yrs of Use | Year to Replace | Est. Replace Cost | Owned By |
|-------------------|----------------|---------------------------------------|-----|------------|----------|-------------|-------------------|------------|----------------|-----------------|-------------------|----------|
| Misc. | | Table top Microphone stand | 4 | 1999 | BAAC | \$57 | \$228 | 19 | 10 | 2009 | \$332 | CITY |
| Processing | Yamaha | SPX 990 Multi-Effects Signal | 1 | 1999 | BAAC | \$600 | \$600 | 19 | 15 | 2014 | \$874 | CITY |
| Speakers | EAW | jf260 | 2 | 1999 | BAAC | \$1,909 | \$3,818 | 19 | 15 | 2014 | \$5,562 | CITY |
| Speakers | EAW | jf60 w/ Mounting Brackets | 7 | 1999 | BAAC | \$720 | \$5,040 | 19 | 15 | 2014 | \$7,342 | CITY |
| Intercom System | | Phones | 3 | 1999 | BAAC | \$50 | \$150 | 19 | 15 | 2014 | \$219 | CITY |
| Cables | | 32 Channel snake with isolates split | 1 | 1999 | BAAC | \$2,500 | \$2,500 | 19 | 15 | 2014 | \$3,642 | CITY |
| Lighting Fixtures | Lycian | Midget Follow Spot | 2 | 1999 | BAAC | \$1,500 | \$3,000 | 19 | 15 | 2014 | \$4,370 | CITY |
| Lighting Fixtures | Colortran | 650-10°, 8" ERS | 2 | 1999 | BAAC | \$338 | \$676 | 19 | 15 | 2014 | \$985 | CITY |
| Lighting Fixtures | Shakespeare | 20° ERS | 8 | 1999 | BAAC | \$338 | \$2,704 | 19 | 15 | 2014 | \$3,939 | CITY |
| Lighting Fixtures | Shakespeare | 30° ERS | 20 | 1999 | BAAC | \$338 | \$6,760 | 19 | 15 | 2014 | \$9,848 | CITY |
| Lighting Fixtures | Shakespeare | 40° ERS | 11 | 1999 | BAAC | \$338 | \$3,718 | 19 | 15 | 2014 | \$5,416 | CITY |
| Lighting Fixtures | Shakespeare | 50° ERS | 4 | 1999 | BAAC | \$304 | \$1,216 | 19 | 15 | 2014 | \$1,771 | CITY |
| Lighting Fixtures | Shakespeare | 30° Lens Tubes | 3 | 1999 | BAAC | \$100 | \$300 | 19 | 15 | 2014 | \$437 | CITY |
| Lighting Fixtures | Altman | 360Q 6x9 ERS | 9 | 1999 | BAAC | \$220 | \$1,980 | 19 | 15 | 2014 | \$2,884 | CITY |
| Lighting Fixtures | Altman | 360Q 6x12 ERS | 28 | 1999 | BAAC | \$213 | \$5,964 | 19 | 15 | 2014 | \$8,688 | CITY |
| Lighting Fixtures | Altman | 360Q 6x16 ERS | 4 | 1999 | BAAC | \$213 | \$852 | 19 | 15 | 2014 | \$1,241 | CITY |
| Lighting Fixtures | Altman | 65Q 6" Fresnel | 8 | 1999 | BAAC | \$154 | \$1,232 | 19 | 15 | 2014 | \$1,795 | CITY |
| Lighting Fixtures | Altman | Par64 Short can | 4 | 1999 | BAAC | \$79 | \$316 | 19 | 15 | 2014 | \$460 | CITY |
| Lighting Fixtures | Altman | single cell cyc wash | 3 | 1999 | BAAC | \$199 | \$597 | 19 | 15 | 2014 | \$870 | CITY |
| Lighting Fixtures | Manhasset | 1000 Music stand light | 15 | 2009 | CITY | \$19 | \$285 | 9 | 5 | 2014 | \$341 | CITY |
| Soft Goods | | 50'x25' Black Traveller Curtain | 1 | 1999 | BAAC | \$3,580 | \$3,580 | 19 | 15 | 2014 | \$5,215 | CITY |
| Soft Goods | | 8'x25' Legs | 4 | 1999 | BAAC | \$570 | \$2,280 | 19 | 15 | 2014 | \$3,322 | CITY |
| Soft Goods | | 50'x8' Borders | 3 | 1999 | BAAC | \$880 | \$2,640 | 19 | 15 | 2014 | \$3,846 | CITY |
| Microphones | Shure | Beta 98 d/s | 3 | 2010 | BCT | \$207 | \$621 | 8 | 5 | 2015 | \$728 | CITY |
| Microphones | Whirlwind | ISO2 | 1 | 2011 | BCT | \$148 | \$148 | 7 | 5 | 2016 | \$170 | CITY |
| Microphones | Radial | JD48 | 2 | 2012 | BCT | \$169 | \$338 | 6 | 5 | 2017 | \$381 | CITY |
| Processing | Tascam | CDR 901SL | 1 | 2007 | BCT | \$842 | \$842 | 11 | 10 | 2017 | \$1,047 | CITY |
| Microphones | Shure | SM 58 S | 1 | 2013 | BCT | \$101 | \$101 | 5 | 5 | 2018 | \$112 | CITY |
| Microphones | Audio Technica | 4041 | 2 | 2013 | BCT | \$194 | \$388 | 5 | 5 | 2018 | \$428 | CITY |
| Microphones | Heil | PR30 | 2 | 2013 | BCT | \$239 | \$478 | 5 | 5 | 2018 | \$528 | CITY |
| Microphones | Sennheiser | MD421-2 | 2 | 2013 | BCT | \$330 | \$660 | 5 | 5 | 2018 | \$729 | CITY |
| Microphones | Countrymen | B3 Lavelier | 2 | 2013 | BCT | \$189 | \$378 | 5 | 5 | 2018 | \$417 | CITY |
| Mixers | Yamaha | M7CL-48 Digital Console | 1 | 2008 | BCT | \$17,250 | \$17,250 | 10 | 10 | 2018 | \$21,028 | CITY |
| Mixers | Yamaha | MY8-AD24 (Eight 24-bit analog inputs) | 1 | 2008 | BCT | \$276 | \$276 | 10 | 10 | 2018 | \$336 | CITY |

| Item | Manufacturer | Model | Qty | Purch Date | Purch By | Purch Price | Total Purch Price | Age, Years | Est Yrs of Use | Year to Replace | Est. Replace Cost | Owned By |
|------------------|--------------|---|-----|------------|----------|-------------|-------------------|------------|----------------|-----------------|-------------------|----------|
| Misc. | | wooden light bases | 6 | 1999 | BAAC | \$5.00 | \$30.00 | 19 | 20 | 2019 | \$44 | CITY |
| Processing | Furman | PL8 power conditioner | 1 | 1999 | BAAC | \$160.00 | \$160.00 | 19 | 20 | 2019 | \$233 | CITY |
| Amplifiers | Crown | Com Tech 210 | 1 | 1999 | BAAC | \$200.00 | \$200.00 | 19 | 20 | 2019 | \$291 | CITY |
| Processing | Atlas | Soundolier SACR-191 sequential power switcher | 1 | 1999 | BAAC | \$342.00 | \$342.00 | 19 | 20 | 2019 | \$498 | CITY |
| Mixers | US Audio | 4ch Line Level | 1 | 1999 | BAAC | \$250.00 | \$250.00 | 19 | 20 | 2019 | \$364 | CITY |
| Lighting Control | ETC | Unison Controller | 2 | 1999 | BAAC | \$1,200.00 | \$2,400.00 | 19 | 20 | 2019 | \$3,496 | CITY |

\$123,627

PRIORITY \$63,734

Facility

| | | | | | | | | | | | | |
|--------------------------------------|--|--|----|------|------|-------|----------|----|----|------|----------|------|
| Facility, Seat: Moveable w/ Cushion | | | 75 | 1999 | BAAC | \$150 | \$11,250 | 19 | 20 | 2019 | \$16,389 | CITY |
| Facility, Tile: Downstairs Bathrooms | | | | 1999 | BAAC | | \$3,500 | 19 | 20 | 2019 | \$5,099 | CITY |
| Facility, Tile: Upstairs Bathrooms | | | | 1999 | BAAC | | \$10,000 | 19 | 20 | 2019 | \$14,568 | CITY |
| Facility, Tile: Upper Balcony | | | | 1999 | BAAC | | \$10,000 | 19 | 20 | 2019 | \$14,568 | CITY |
| Facility, Carpet: Plain | | | | 1999 | BAAC | | \$18,000 | 19 | 20 | 2019 | \$26,223 | CITY |
| Facility, Carpet: Pattern | | | | 1999 | BAAC | | \$32,000 | 19 | 20 | 2019 | \$46,618 | CITY |

\$123,465

PRIORITY \$57,180

Exhibit B - Section 1

| Buskin, Chumley Office Equipment | | | | | | | | | | | | | | |
|--|---------------------------|---------------|---|-----|------------|----------|-------------|-------------------|----------------|------------|----------------|-----------------|----------|-----------------------------------|
| Item | Manufacturer | Model | Serial# | Qty | Purch Date | Purch By | Purch Price | Total Purch Price | Manual on File | Age, Years | Est Yrs of Use | Year to Replace | Owned By | Notes |
| Office 1, Exec Dr Chair | - | - | - | 1 | 2000 | BCT | \$200 | \$200 | N | 18 | 20 | 2020 | BCT | Details est |
| Office 1, Exec Dr Desk | Courtynde Amish Furniture | - | - | 1 | 2017 | BCT | \$629 | \$629 | N | 1 | 25 | 2042 | BCT | Courtynde Amish 12/2017 |
| Office 1, Exec Dr File Cabinet | Hirsch | 2-Drawer, 22" | - | 1 | 2017 | BCT | \$120 | \$120 | N | 1 | 25 | 2042 | BCT | Staples |
| Office 1, Exec Dr Meeting Chair | Office Star Products | TV233-JT4 | - | 1 | 2000 | BCT | \$150 | \$150 | N | 18 | 25 | 2025 | BCT | Details est |
| Office 1, Office Mng'r Chair | Flash Furniture | BT-982014K-GG | - | 1 | 2000 | BCT | \$200 | \$200 | N | 18 | 20 | 2020 | BCT | Details est |
| Office 1, Office Mng'r Desk | Courtynde Amish Furniture | - | - | 1 | 2017 | BCT | \$629 | \$629 | N | 1 | 25 | 2042 | BCT | Courtynde Amish 12/2017 |
| Office 1, Event Mng'r Chair | - | - | - | 1 | 2000 | BCT | \$150 | \$150 | N | 18 | 20 | 2020 | BCT | Details est |
| Office 1, Event Mng'r Desk | Courtynde Amish Furniture | - | - | 1 | 2017 | BCT | \$629 | \$629 | N | 1 | 25 | 2042 | BCT | Courtynde Amish 12/2017 |
| Office 1, Exec Dr File Cabinet | Hirsch | 2-Drawer, 22" | - | 1 | 2017 | BCT | \$120 | \$120 | N | 1 | 25 | 2042 | BCT | Staples |
| Office 1, File Cabinet | HON | 4-Drawer | - | 2 | 2009 | BCT | \$200 | \$200 | N | 9 | 25 | 2034 | BCT | Staples #2002009, 2nd returned |
| Office 1, Printer Stand | Staples | 27812 | - | 1 | 2016 | BCT | \$75 | \$75 | N | 9 | 25 | 2043 | BCT | Staples, Ace Cherry Corner Stand |
| Office 2, Assoc Dr Chair | Flash Furniture | BT-982014K-GG | - | 1 | 2000 | BCT | \$200 | \$200 | N | 18 | 19 | 2019 | BCT | Details est |
| Office 2, Assoc Dr Desk | Courtynde Amish Furniture | - | - | 1 | 2017 | BCT | \$629 | \$629 | N | 1 | 25 | 2042 | BCT | Courtynde Amish 12/2017 |
| Office 2, Assoc Dr Meeting Chair | Office Star Products | TV233-JT4 | - | 1 | 2000 | BCT | \$150 | \$150 | N | 18 | 25 | 2025 | BCT | Details est |
| Office 2, Support Staff Chair | - | - | - | 1 | 2000 | BCT | \$200 | \$200 | N | 18 | 20 | 2020 | BCT | Details est |
| Office 2, Support Staff Desk | Courtynde Amish Furniture | - | - | 1 | 2017 | BCT | \$629 | \$629 | N | 1 | 25 | 2042 | BCT | Courtynde Amish 12/2017 |
| Office 2, Computer Edge/Storage | Fujitsu | FFPA3L33M | 31616C716100977, PDZ26C7160019160515 707A | 1 | 2016 | BCT | \$149 | \$149 | Y | 2 | 15 | 2031 | BCT | Purchased by DIA & returned |
| Office 2, File Cabinet | HON | - | - | 1 | 2003 | BCT | \$150 | \$150 | N | 15 | 25 | 2028 | BCT | Details est |
| Office 2, Drawer Cabinet | - | - | - | 1 | 2000 | BCT | \$100 | \$100 | N | 18 | 25 | 2025 | BCT | Details est |
| Office 2, Shelving | - | - | - | 1 | 2004 | BCT | \$63 | \$63 | N | 14 | 25 | 2028 | BCT | Details est |
| Office 2, Microwave | Goldstar | KUM4512U | 2027A0594 | 1 | 2000 | BCT | \$100 | \$100 | N | 18 | 20 | 2020 | BCT | Details est |
| Office 2, Printer Stand | - | - | - | 1 | 2010 | BCT | \$149 | \$149 | N | 8 | 25 | 2035 | BCT | Master Box, new Sunbeam #11452810 |
| Office Exec Historic Equipment Expense | - | - | - | 349 | 1934 | - | - | \$2,370 | N/A | 84 | 14A | N/A | BCT | Per Inventory spreadsheet 07/18 |

| Item | Manufacturer | Model | Serial# |
|---|--------------------------|---|--------------------------|
| Box Office, Battery Backup (Mngr) | APC | BE600M1; 600VA; 330W; 5 battery, 2 surge only | 4B1738P07371 |
| Box Office, Computer | PC Max | - | - |
| Box Office, Computer | PC Max | - | - |
| Box Office, Computer (Street slideshow) | | - | - |
| Box Office, Keyboards | Dell | - | - |
| Box Office, TV | | | |
| Box Office, TV | | | |
| Box Office, Monitor | | | |
| Box Office, Color Printer | Hewlett Packard | CM1410 Laserjet | |
| Box Office, Ticket Printer | BOCA | Lemur S (26); Display, Cutter, WiFi, 200dpi, RADJW-2, w/ hopper & cable | 391210; 368971 |
| Concessions, Chip Reader | Square | A-SKU-0037 | 804LS093001383 |
| Concessions, iPad Holders | Moko | | |
| Office 1, Event Mngr Computer | PC Max | | |
| Office 1, Event Mngr Keyboard | Dell | - | - |
| Office 1, Event Mngr Monitor | | | |
| Office 1, Exec Dir Computer | PC Max | - | - |
| Office 1, Exec Dir Keyboard | Dell | - | - |
| Office 1, Exec Dir Monitor | Dell | - | - |
| Office 1, Office Mngr Battery Backup | APC | BE600M1; 600VA; 330W; 5 battery, 2 surge only | 4B1738P07397 |
| Office 1, Office Mngr Computer | PC Max | | |
| Office 1, Office Mngr Keyboard | Dell | - | - |
| Office 1, Office Mngr Monitor | Dell | REV-A05 | CN-OT6133-46633-5CO-15FS |
| Office 1, Office Mngr Monitor #2 | Dell | - | - |
| Office 1, Printer | Brother | HL-2380DW | U63886H4N370270 |
| Office 2, Assoc Dir Computer | PC Max | | |
| Office 2, Assoc Dir Keyboard | Dell | - | - |
| Office 2, Assoc Dir Monitor | Samsung | S24B30BL; LS24CLLSBZ/ZA | ZX6THTQC901966V |
| Office 2, Assoc Dir Monitor #2 | | - | - |
| Office 2, Printer | Brother | MFC-L8900CDW | U64646D8J233113 |
| Office 2, Support Staff Computer | PC Max | | |
| Office 2, Support Staff Keyboard | Dell | - | - |
| Office 2, Support Staff Monitor | | - | - |
| Office Misc, External Hard Drive | Seagate Backup Plus | SRD00F1 | NA7WSDCK |
| Office Misc, External Hard Drive | Seagate FreeAgent Go | ?, white | 2GE7CW98 |
| Office Misc, External Hard Drive | Seagate Backup Plus | SRD00F1 | NA75VEK21 |
| Office Misc, External Hard Drive | Seagate Backup Plus Slip | SRD00F1 (ordered as STDR1000103); red | NA9JNBDR |
| Office Misc, iPad 4 | Apple | | |
| Office Misc, iPad 5 | Apple | MP2G2LL/A | F9FTDBC3HLFC |
| Office Misc, iPad 6 | Apple | MP2G2LL/A | SGCVVM4W8HLF9 |
| Office Misc, iPad 7 | Apple | MP2G2LL/A | SGCTVMN33HLF9 |
| Office Misc, Phones | Toshiba | DP5022-SDM | - |
| Office Misc, Phone | Toshiba | DP5022-SDM | - |

| | | | |
|------------------------------------|-------------------|--|----------|
| Office Misc, Server | Lenovo | TD350 | MJ053HTU |
| Office Misc, Server Battery Backup | APC | NS1080; 650W; 8 Outlet (4 battery, 4 surge only) | |
| Office Misc, Server Monitor | | - | - |
| Office Misc, WiFi System | Ubiquiti Networks | UAP-AC-PRO 80211ac; Controller V5 | |
| Office Multiple, Mouse | | - | - |
| Office TBD, Keyboard | Dell | - | - |
| Office TBD, Keyboard | Dell | - | - |
| Office TBD, Keyboard | Dell | - | - |
| FUTURE, Laptop | | | |
| Office TBD, Mouse | | - | - |
| Office, Misc, WiFi Router | Netgear | R6250 | - |
| Tech, Computer | PC Max | - | - |
| Tech, Computer | PC Max | - | - |
| Tech, Keyboard | | | |
| Tech, Monitor | | | |
| Tech, Front of House Computer | - | - | - |
| Video | LG | 32" LCD Monitor | |

Buskirk-Chumley IT-Related Equipment

| Qty | Purch Date | Purch By | Purch Price | Total Purch Price | Manual on File | Age, Years | Est Yrs of Use | Year to Replace | Expected Rplcmnt Cost | Owned By |
|-----|------------|----------|-------------|-------------------|----------------|------------|----------------|-----------------|-----------------------|----------|
| 1 | 2018 | BCT | \$55 | \$55 | Digital | 0 | 5 | 2023 | \$55 | BCT |
| 1 | 2017 | BCT | \$925 | \$925 | N/A | 1 | 5 | 2022 | \$1,110 | BCT |
| 1 | 2017 | BCT | \$925 | \$925 | N/A | 1 | 5 | 2022 | \$1,110 | BCT |
| 1 | 2015 | BCT | \$500 | \$500 | N | 3 | 5 | 2020 | \$864 | BCT |
| 3 | 2000 | BCT | \$5 | \$15 | N | 18 | 25 | 2025 | \$399 | BCT |
| 1 | 2015 | BCT | \$520 | \$520 | | 3 | 20 | 2035 | \$898 | BCT |
| 1 | 2012 | BCT | \$468 | \$468 | | 6 | 20 | 2032 | \$1,397 | BCT |
| 2 | 2011 | BCT | \$50 | \$100 | N | 7 | 20 | 2031 | \$358 | BCT |
| 1 | 2011 | BCT | \$400 | \$400 | Y | 7 | 10 | 2021 | \$1,433 | BCT |
| 2 | 2016 | BCT | \$1,503 | \$3,006 | Y | 2 | 10 | 2026 | \$4,328 | BCT |
| 1 | 2018 | BCT | \$29 | \$29.00 | N | 0 | 1 | 2019 | \$29 | BCT |
| 2 | 2017 | BCT | \$31 | \$61.98 | N | 1 | 5 | 2022 | \$74 | BCT |
| 1 | 2017 | BCT | \$875 | \$875 | N | 1 | 5 | 2022 | \$1,050 | BCT |
| 1 | 2000 | BCT | \$5 | \$5 | N | 18 | 25 | 2025 | \$133 | BCT |
| 1 | 2017 | BCT | \$60 | \$60 | N | 1 | 10 | 2027 | \$72 | BCT |
| 1 | 2017 | BCT | \$925 | \$925 | N | 1 | 5 | 2022 | \$1,110 | BCT |
| 1 | 2000 | BCT | \$5 | \$5 | N | 18 | 25 | 2025 | \$133 | BCT |
| 1 | 2010 | BCT | \$150 | \$150 | N | 8 | 20 | 2030 | \$645 | BCT |
| 1 | 2018 | BCT | \$55 | \$55 | Digital | 0 | 5 | 2023 | \$55 | BCT |
| 1 | 2017 | BCT | \$875 | \$875 | N | 1 | 5 | 2022 | \$1,050 | BCT |
| 1 | 2000 | BCT | \$5 | \$5 | N | 18 | 25 | 2025 | \$133 | BCT |
| 1 | 2000 | BCT | \$150 | \$150 | N | 18 | 20 | 2020 | \$3,993 | BCT |
| 1 | 2000 | BCT | \$150 | \$150 | N | 18 | 20 | 2020 | \$3,993 | BCT |
| 1 | 2015 | BCT | \$160 | \$160 | N | 3 | 10 | 2025 | \$276 | BCT |
| 1 | 2017 | BCT | \$1,070 | \$1,070 | N | 1 | 5 | 2022 | \$1,284 | BCT |
| 1 | 2017 | BCT | \$5 | \$5 | N | 1 | 10 | 2027 | \$6 | BCT |
| 1 | 2000 | BCT | \$150 | \$150 | N | 18 | 20 | 2020 | \$3,993 | BCT |
| 1 | 2000 | BCT | \$150 | \$150 | N | 18 | 20 | 2020 | \$3,993 | BCT |
| 1 | 2018 | BCT | \$519 | \$519 | Digital | 0 | 10 | 2028 | \$519 | BCT |
| 1 | 2017 | BCT | \$875 | \$875 | N | 1 | 5 | 2022 | \$1,050 | BCT |
| 1 | 2017 | BCT | \$5 | \$5 | N | 1 | 10 | 2027 | \$6 | BCT |
| 1 | 2000 | BCT | \$150 | \$150 | N | 18 | 20 | 2020 | \$3,993 | BCT |
| 1 | 2014 | BCT | \$60 | \$60 | N | 4 | 10 | 2024 | \$124 | BCT |
| 1 | 2014 | BCT | \$70 | \$70 | N | 4 | 10 | 2024 | \$145 | BCT |
| 1 | 2016 | BCT | \$60 | \$60 | N | 2 | 10 | 2026 | \$86 | BCT |
| 1 | 2018 | BCT | \$60 | \$60 | N | 0 | 10 | 2028 | \$60 | BCT |
| 1 | 2017 | BCT | \$30 | \$30 | N | 1 | 2 | 2019 | \$36 | BCT |
| 1 | 2017 | BCT | \$352 | \$352 | N | 1 | 5 | 2022 | \$422 | BCT |
| 1 | 2017 | BCT | \$280 | \$280 | N | 1 | 5 | 2022 | \$336 | BCT |
| 1 | 2017 | BCT | \$280 | \$280 | N | 1 | 5 | 2022 | \$336 | BCT |
| 6 | 2009 | BCT | - | \$2,050 | Y | 9 | 25 | 2034 | \$10,578 | BCT |
| 1 | 2011 | BCT | \$295 | \$295 | Y | 7 | 25 | 2036 | \$1,057 | BCT |

| | | | | | | | | | | |
|---|------|-----|---------|---------|---|------|----|------|---------|-----|
| 1 | 2017 | BCT | \$4,485 | \$4,485 | Y | 1 | 5 | 2022 | \$5,382 | BCT |
| 1 | 2016 | BCT | \$150 | \$150 | Y | 2 | 5 | 2021 | \$216 | BCT |
| 1 | | BCT | | \$0 | N | 2018 | 5 | 5 | \$0 | BCT |
| 1 | 2017 | BCT | \$600 | \$600 | Y | 1 | 5 | 2022 | \$720 | BCT |
| 5 | 2013 | BCT | \$5 | \$25 | N | 5 | 15 | 2028 | \$62 | BCT |
| 1 | 2015 | BCT | \$5 | \$5 | N | 3 | 25 | 2040 | \$9 | BCT |
| 1 | 2017 | BCT | \$5 | \$5 | N | 1 | 25 | 2042 | \$6 | BCT |
| 1 | 2017 | BCT | \$5 | \$5 | N | 1 | 25 | 2042 | \$6 | BCT |
| | | | | | | | | | | BCT |
| 2 | 2017 | BCT | \$5 | \$10 | N | 1 | 15 | 2032 | \$12 | BCT |
| 1 | 2014 | BCT | \$100 | \$100 | Y | 4 | 5 | 2019 | \$207 | BCT |
| 1 | 2017 | BCT | \$925 | \$925 | | 1 | 5 | 2022 | \$1,110 | BCT |
| 1 | 2009 | BCT | \$654 | \$654 | N | 9 | 5 | 2014 | \$3,374 | BCT |
| | | | | | | | | | | BCT |
| | | | | | | | | | | BCT |
| 1 | 2015 | BCT | \$500 | \$500 | N | 3 | 5 | 2020 | \$864 | BCT |
| | 2008 | BCT | | | | 10 | 5 | 2013 | | BCT |

Notes

| |
|--|
| Amazon 6/2018; est battery life 3-5 yr, rplcmnt available; 3yr warranty |
| PC Max invoice #374719 |
| PC Max invoice #375315 |
| Details est; not networked & can recycle other workstations in as needed |
| Details est |
| 6/11/2015 Best Buy - assume accurate |
| 4/26/12 Maarten Bout via Sams Club - assume accurate (also 8/1/2011 Walmart bill for \$348 in QB) |
| 11/15/2010 Maarten Bout Reimbursement per QB; assume still same units |
| Staples; may need to replace sooner |
| Boca Systems; does not include shipping cost |
| 1/2018 Square; stopped working 9/24/18 - returned for warranty replacement; serial# listed is rplcmnt |
| Amazon 10/24/17; had to modify to prevent drooping; 8/2018 broken bracket mount - maker replaced full unit @ \$0 |
| PC Max invoice 376361 |
| Details est |
| IU Surplus Store 12/21/17 (purchased by KP & reimbursed) |
| PC Max invoice 374719; includes WIN10OS |
| Details est |
| Details est |
| Amazon 6/2018; est battery life 3-5 yr, rplcmnt available; 3yr warranty |
| PC Max invoice 376361 |
| Details est |
| Details est |
| Details est |
| Staples |
| PC Max invoice 376360 |
| IU Surplus Store 12/21/17 (purchased by KP & reimbursed) |
| Details est |
| Details est; added 5/2018 from existing inventory |
| Amazon 114-1052237-8258642; 1 year warranty, energy star certified |
| PC Max invoice 376361 |
| IU Surplus Store 12/21/17 (purchased by KPatrick & reimbursed) |
| Details est |
| Best Buy 3/16 - assume QB entry is for this unit; weekly backups (labeled as Backup HD) |
| Best Buy 2/21 - assume QB entry is for this unit; quarterly backups |
| Best Buy 2/23 - assume QB entry is for this unit; weekly backups |
| Staples; 1TB USB 3.0; quarterly backups |
| Sean Burdette per QB; this iPad used for emergencies only i.e. others fail/unavailable |
| Mac Experience 10/6/17; \$16.99 cover purchased separately |
| Best Buy 12/29/17; \$17.99 cover purchased separately |
| Best Buy 12/29/17; \$17.99 cover purchased separately |
| Cornwell Com 11/16/2009; cost includes all on invoice i.e. phones + CIX40PKG, GCDU2A, Surgegate MCO8110, M4KSU |
| Cornwell Com 11/1/2011 |

| |
|---|
| PC Max invoice 374969; 3yr warranty |
| Details est per QB Best Buy; QC test on unit from 2015; rplcmnt battery available |
| |
| PC Max invoice 375485; includes controller & 3 access points |
| Details est; accounts for ED, OM, EM, AD, Student Associate |
| IU Surplus Store 1/2015; details est; spare in 2nd floor custodial closet |
| IU Surplus Store 12/21/17 (purchased by KP & reimbursed); spare in 2nd floor custodial closet |
| IU Surplus Store 12/21/17 (purchased by KP & reimbursed); spare in 2nd floor custodial closet |
| |
| IU Surplus Store 12/21/17 (purchased by KP & reimbursed); spare in 2nd floor custodial closet |
| Best Buy; details est; unit is for residential use - upgrade to commerical pending PC Max discussions |
| PC Max invoice #374719 |
| Assume PC Max 4/15/2009 #340768; moved to tech 12/2017 when most workstations got replaced |
| |
| |
| Details est; per Dave 8/2018; not networked & can recycle other workstations in as needed |
| upstairs hallway? Box office inside? Street-facing? |

Buskirk-Chumley Stage Equipment

| Item | Manufacturer | Model | Qty | Purch Date | Purch By | Purch Price | Total Purch Price | Manual on File | Age, Years |
|-----------------|----------------|-------------------------------|-----|------------|----------|-------------|-------------------|----------------|------------|
| Microphones | EV | 600e Cast Call | 1 | 1999 | BAAC | \$50.00 | \$50.00 | | 19 |
| Microphones | Shure | Beta 58 | 5 | 1999 | BAAC | \$159.00 | \$795.00 | | 19 |
| Microphones | Shure | SM 58 | 7 | 1999 | BAAC | \$99.00 | \$693.00 | | 19 |
| Microphones | Shure | SM 57 | 9 | 1999 | BAAC | \$99.00 | \$891.00 | | 19 |
| Microphones | Shure | Beta 52 | 1 | 1999 | BAAC | \$189.00 | \$189.00 | | 19 |
| Microphones | Audio Technica | Pro 37 | 2 | 1999 | BAAC | \$117.00 | \$234.00 | | 19 |
| Microphones | Audio Technica | 4041 | 2 | 1999 | BAAC | \$279.00 | \$558.00 | | 19 |
| Microphones | Audio Technica | 857L Podium | 1 | 1999 | BAAC | \$150.00 | \$150.00 | | 19 |
| Microphones | Whirlwind | Director DI | 4 | 1999 | BAAC | \$68.00 | \$272.00 | | 19 |
| Microphones | Whirlwind | Hotbox Active DI | 2 | 1999 | BAAC | \$120.00 | \$240.00 | | 19 |
| Cables | | 12pair XLR snake | 1 | 1999 | BAAC | \$279.00 | \$279.00 | | 19 |
| Cables | | 10' 28ch XLR fanout snake | 1 | 1999 | BAAC | \$100.00 | \$100.00 | | 19 |
| Cables | | XLR Mic | 45 | 1999 | BAAC | \$20.00 | \$900.00 | | 19 |
| Cables | | 10' 1/4" - 1/4" | 2 | 1999 | BAAC | \$10.00 | \$20.00 | | 19 |
| Cables | | 25' 1/4" - 1/4" | 1 | 1999 | BAAC | \$25.00 | \$25.00 | | 19 |
| Cables | | 50' 1/4" - 1/4" | 2 | 1999 | BAAC | \$50.00 | \$100.00 | | 19 |
| Cables | | 100' 1/4" - 1/4" | 1 | 1999 | BAAC | \$75.00 | \$75.00 | | 19 |
| Cables | | NL4 - 1/4" | 5 | 1999 | BAAC | \$25.00 | \$125.00 | | 19 |
| Cables | | 5' NL4 - EP4" | 1 | 1999 | BAAC | \$10.00 | \$10.00 | | 19 |
| Cables | | 1/4" Instrument | 25 | 1999 | BAAC | \$5.00 | \$125.00 | | 19 |
| Cables | | various length AC | 11 | 1999 | BAAC | \$10.00 | \$110.00 | | 19 |
| Cables | | 6 plug power strips | 6 | 1999 | BAAC | \$5.00 | \$30.00 | | 19 |
| Cables | | 1/8" To RCA | 3 | 1999 | BAAC | \$5.00 | \$15.00 | | 19 |
| Cables | | RCA to RCA | 4 | 1999 | BAAC | \$5.00 | \$20.00 | | 19 |
| Cables | | Various Audio Adapters | 1 | 1999 | BAAC | \$150.00 | \$150.00 | | 19 |
| Cables | | Stage Lighting | 1 | 1999 | BAAC | \$1,200.00 | \$1,200.00 | | 19 |
| Misc. | | Wooden pit wall enclosure | 1 | 1999 | BAAC | \$500.00 | \$500.00 | | 19 |
| Misc. | | C Clamp for lighting fixtures | 28 | 1999 | BAAC | \$8.00 | \$224.00 | | 19 |
| Intercom System | Telex | BP 1002 Belt packs | 8 | 1999 | BAAC | \$284.00 | \$2,272.00 | | 19 |
| Intercom System | Telex | Single-Sided Head Sets | 9 | 1999 | BAAC | \$175.00 | \$1,575.00 | | 19 |
| Intercom System | Telex | Double-Sided Head Sets | 1 | 1999 | BAAC | \$210.00 | \$210.00 | | 19 |
| Intercom System | Telex | Lightweight Head Sets | 2 | 1999 | BAAC | \$179.00 | \$358.00 | | 19 |
| Misc. | | tall microphone stand | 13 | 1999 | BAAC | \$45.00 | \$585.00 | | 19 |
| Misc. | | short microphone stand | 6 | 1999 | BAAC | \$39.00 | \$234.00 | | 19 |
| Misc. | | Table top Microphone stand | 4 | 1999 | BAAC | \$57.00 | \$228.00 | | 19 |
| Microphones | Audio Technica | ATW-3000 Wireless w/ Handheld | 2 | 2008 | FUMC | \$938.00 | \$1,876.00 | | 10 |
| Microphones | Audio Technica | ATW-T310 Bodypack | 1 | 2008 | FUMC | \$164.00 | \$164.00 | | 10 |
| Processing | Yamaha | SPX 990 Multi-Effects Signal | 1 | 1999 | BAAC | \$600.00 | \$600.00 | | 19 |
| Speakers | EAW | jf260 | 2 | 1999 | BAAC | \$1,909.00 | \$3,818.00 | | 19 |

| Item | Manufacturer | Model | Qty | Purch Date | Purch By | Purch Price | Total Purch Price | Manual on File | Age, Years |
|-------------------|----------------|---|-----|------------|----------|-------------|-------------------|----------------|------------|
| Speakers | EAW | jf60 w/ Mounting Brackets | 7 | 1999 | BAAC | \$720.00 | \$5,040.00 | | 19 |
| Intercom System | | Phones | 3 | 1999 | BAAC | \$50.00 | \$150.00 | | 19 |
| Cables | | 32 Channel snake with isolates split | 1 | 1999 | BAAC | \$2,500.00 | \$2,500.00 | | 19 |
| Lighting Fixtures | Lycian | Midget Follow Spot | 2 | 1999 | BAAC | \$1,500.00 | \$3,000.00 | | 19 |
| Lighting Fixtures | Colortran | 650-10°, 8" ERS | 2 | 1999 | BAAC | \$338.00 | \$676.00 | | 19 |
| Lighting Fixtures | Shakespeare | 20° ERS | 8 | 1999 | BAAC | \$338.00 | \$2,704.00 | | 19 |
| Lighting Fixtures | Shakespeare | 30° ERS | 20 | 1999 | BAAC | \$338.00 | \$6,760.00 | | 19 |
| Lighting Fixtures | Shakespeare | 40° ERS | 11 | 1999 | BAAC | \$338.00 | \$3,718.00 | | 19 |
| Lighting Fixtures | Shakespeare | 50° ERS | 4 | 1999 | BAAC | \$304.00 | \$1,216.00 | | 19 |
| Lighting Fixtures | Shakespeare | 30° Lens Tubes | 3 | 1999 | BAAC | \$100.00 | \$300.00 | | 19 |
| Lighting Fixtures | Altman | 360Q 6x9 ERS | 9 | 1999 | BAAC | \$220.00 | \$1,980.00 | | 19 |
| Lighting Fixtures | Altman | 360Q 6x12 ERS | 28 | 1999 | BAAC | \$213.00 | \$5,964.00 | | 19 |
| Lighting Fixtures | Altman | 360Q 6x16 ERS | 4 | 1999 | BAAC | \$213.00 | \$852.00 | | 19 |
| Lighting Fixtures | Altman | 65Q 6" Fresnel | 8 | 1999 | BAAC | \$154.00 | \$1,232.00 | | 19 |
| Lighting Fixtures | Altman | Par64 Short can | 4 | 1999 | BAAC | \$79.00 | \$316.00 | | 19 |
| Lighting Fixtures | Altman | single cell cyc wash | 3 | 1999 | BAAC | \$199.00 | \$597.00 | | 19 |
| Lighting Fixtures | Manhasset | 1000 Music stand light | 15 | 2009 | CITY | \$19.00 | \$285.00 | | 9 |
| Soft Goods | | 50'x25' Black Traveller Curtain | 1 | 1999 | BAAC | \$3,580.00 | \$3,580.00 | | 19 |
| Soft Goods | | 8'x25' Legs | 4 | 1999 | BAAC | \$570.00 | \$2,280.00 | | 19 |
| Soft Goods | | 50'x8' Borders | 3 | 1999 | BAAC | \$880.00 | \$2,640.00 | | 19 |
| Microphones | Shure | Beta 98 d/s | 3 | 2010 | BCT | \$207.00 | \$621.00 | | 8 |
| Microphones | Whirlwind | ISO2 | 1 | 2011 | BCT | \$148.00 | \$148.00 | | 7 |
| Microphones | Radial | JD48 | 2 | 2012 | BCT | \$169.00 | \$338.00 | | 6 |
| Processing | Tascam | CDR 901SL | 1 | 2007 | BCT | \$842.00 | \$842.00 | | 11 |
| Microphones | Shure | SM 58 S | 1 | 2013 | BCT | \$101.00 | \$101.00 | | 5 |
| Microphones | Audio Technica | 4041 | 2 | 2013 | BCT | \$194.00 | \$388.00 | | 5 |
| Microphones | Heil | PR30 | 2 | 2013 | BCT | \$239.00 | \$478.00 | | 5 |
| Microphones | Sennheiser | MD421-2 | 2 | 2013 | BCT | \$330.00 | \$660.00 | | 5 |
| Microphones | Audio Technica | ATW-T310 Bodypack | 1 | 2013 | BCT | \$182.00 | \$182.00 | | 5 |
| Microphones | Countrymen | B3 Lavelier | 2 | 2013 | BCT | \$189.00 | \$378.00 | | 5 |
| Mixers | Yamaha | M7CL-48 Digital Console | 1 | 2008 | BCT | \$17,250.00 | \$17,250.00 | | 10 |
| Mixers | Yamaha | MY8-AD24 (Eight 24-bit analog inputs) | 1 | 2008 | BCT | \$276.00 | \$276.00 | | 10 |
| Video | Christie | Xenon lamp + spare | 2 | 2016 | CITY | \$780.00 | \$1,560.00 | | 2 |
| Misc. | | wooden light bases | 6 | 1999 | BAAC | \$5.00 | \$30.00 | | 19 |
| Processing | Furman | PL8 power conditioner | 1 | 1999 | BAAC | \$160.00 | \$160.00 | | 19 |
| Amplifiers | Crown | Com Tech 210 | 1 | 1999 | BAAC | \$200.00 | \$200.00 | | 19 |
| Processing | Atlas | Soundolier SACR-191 sequential power switcher | 1 | 1999 | BAAC | \$342.00 | \$342.00 | | 19 |
| Mixers | US Audio | 4ch Line Level | 1 | 1999 | BAAC | \$250.00 | \$250.00 | | 19 |
| Lighting Control | ETC | Unison Controller | 2 | 1999 | BAAC | \$1,200.00 | \$2,400.00 | | 19 |
| Cables, Video | | | 1 | 2010 | CITY | \$373.00 | \$373.00 | | 8 |

| Item | Manufacturer | Model | Qty | Purch Date | Purch By | Purch Price | Total Purch Price | Manual on File | Age, Years |
|-------------------|--------------|---|-----|------------|----------|-------------|-------------------|----------------|------------|
| Microphones | Countrymen | E6 Over Ear for Shure Wireless | 1 | 2015 | BCT | \$397.00 | \$397.00 | | 3 |
| Microphones | Whirlwind | PC DI | 1 | 2015 | BCT | \$144.00 | \$144.00 | | 3 |
| Microphones | Shure | QLXD4 Receiver | 2 | 2015 | City | \$603.47 | \$1,206.94 | | 3 |
| Microphones | Shure | QLXD1 Belt Pack | 2 | 2015 | City | \$318.93 | \$637.86 | | 3 |
| Microphones | Shure | QLXD2 B58 Handheld | 2 | 2015 | City | \$397.18 | \$794.36 | | 3 |
| Microphones | Shure | MX150 Lavelier | 2 | 2015 | City | \$168.66 | \$337.32 | | 3 |
| Lighting Fixtures | Manhasset | 1000 Music stand light | 36 | 2015 | BCTM/BSO | \$25.05 | \$901.80 | | 3 |
| Microphones | Countrymen | E6 Over Ear for Shure Wireless | 1 | 2016 | BCT | \$396.00 | \$396.00 | | 2 |
| Microphones | Radial | JD48 | 2 | 2016 | BCT | \$169.00 | \$338.00 | | 2 |
| Lighting Control | ETC | Element 40 fader 250 channel lighting console | 1 | 2011 | CITY | \$4,000.00 | \$4,000.00 | | 7 |
| Lighting Control | Apple | Ipad2 32 GB lighting control | 1 | 2011 | CITY | \$578.00 | \$578.00 | | 7 |
| Video | Oppo | Blu Ray Player | 1 | 2016 | BCT | \$499.00 | \$499.00 | | 2 |
| Video | GDC | PSD-3000U2+, RAID Storage | 1 | 2016 | CITY | \$8,605.00 | \$8,605.00 | | 2 |
| Video | Planar | PT1510MX-BK, Touch screen LCD | 1 | 2016 | CITY | \$592.00 | \$592.00 | | 2 |
| Video | Netgear | Stackable 24 port switch | 1 | 2016 | CITY | \$371.00 | \$371.00 | | 2 |
| Video | Extron | ISS 506 | 1 | 2011 | CITY | \$5,052.00 | \$5,052.00 | | 7 |
| Cables | Lex | 10' Stage Pin | 10 | 2013 | BCT | \$29.00 | \$290.00 | | 5 |
| Cables, Video | | | 1 | 2018 | CITY | \$100.00 | \$100.00 | | 0 |
| Soft Goods | | 22'Hx42' Cyc Sky Blue | 1 | 2008 | BCT | \$2,394.00 | \$2,394.00 | | 10 |
| Misc. | | 4 space SKB Case | 1 | 1999 | BAAC | \$180.00 | \$180.00 | | 19 |
| Misc. | | soft good hampers | 6 | 1999 | BAAC | \$359.00 | \$2,154.00 | | 19 |
| Misc. | Kleigel | light bases | 2 | 1999 | BAAC | \$25.00 | \$50.00 | | 19 |
| Amplifiers | Crown | XTI 4000 | 2 | 2009 | CITY | \$795.00 | \$1,590.00 | | 9 |
| Lighting Fixtures | ETC | Source 4 36" | 4 | 2009 | CITY | \$301.00 | \$1,204.00 | | 9 |
| Lighting Fixtures | ETC | Source 4 Par | 16 | 2009 | CITY | \$150.00 | \$2,400.00 | | 9 |
| Video | Logitech | R400 Wireless Presenter Remote | 1 | 2014 | BCT | \$40.00 | \$40.00 | | 4 |
| Video | Radio Shack | Dig. To Analog audio adapter | 1 | 2014 | BCT | \$40.00 | \$40.00 | | 4 |
| Cables | Lex | 23' E String Orchestra Extension | 2 | 2015 | BCTM/BSO | \$75.81 | \$151.62 | | 3 |
| Cables | Lex | 10' NL4 | 2 | 2015 | CITY | \$34.88 | \$69.76 | | 3 |
| Cables | Lex | 25' NL4 | 2 | 2015 | CITY | \$57.89 | \$115.78 | | 3 |
| Cables | Lex | 50' NL4 | 2 | 2015 | CITY | \$78.98 | \$157.96 | | 3 |
| Cables | Lex | 75' NL4 | 2 | 2015 | CITY | \$99.98 | \$199.96 | | 3 |
| Lighting Fixtures | ETC | Source 4 26" | 4 | 2010 | CITY | \$305.00 | \$1,220.00 | | 8 |
| Lighting Fixtures | ETC | Source 4 36" | 4 | 2010 | CITY | \$305.00 | \$1,220.00 | | 8 |
| Video | | V200XLN Distribution Amp | 1 | 2010 | CITY | \$145.00 | \$145.00 | | 8 |
| Cables | Lex | 5' PowerCon | 10 | 2016 | CITY | \$20.89 | \$208.90 | | 2 |
| Cables | Lex | 10' PowerCon | 10 | 2016 | CITY | \$24.39 | \$243.90 | | 2 |
| Cables | Lex | 25' PowerCon | 10 | 2016 | CITY | \$34.39 | \$343.90 | | 2 |
| Cables | Lex | 50' PowerCon | 6 | 2016 | CITY | \$51.00 | \$306.00 | | 2 |
| Cables | Lex | PowerCon to Edison Male | 1 | 2016 | CITY | \$50.00 | \$306.00 | | 2 |

| Item | Manufacturer | Model | Qty | Purch Date | Purch By | Purch Price | Total Purch Price | Manual on File | Age, Years |
|-------------------------|--------------|--|-----|------------|----------|-------------|-------------------|----------------|------------|
| Cables | Lex | 5' DMX | 10 | 2016 | CITY | \$21.90 | \$219.00 | | 2 |
| Cables | Lex | 10' DMX | 10 | 2016 | CITY | \$24.36 | \$243.60 | | 2 |
| Cables | Lex | 25' DMX | 10 | 2016 | CITY | \$31.96 | \$319.60 | | 2 |
| Cables | Lex | 50' DMX | 6 | 2016 | CITY | \$44.50 | \$267.00 | | 2 |
| Cables | Lex | 75' DMX | 4 | 2016 | CITY | \$56.06 | \$224.24 | | 2 |
| Cables | Lex | 50' L21-30 Extension | 2 | 2016 | CITY | \$146.76 | \$293.52 | | 2 |
| Cables | Lex | 75' L21-30 Extension | 3 | 2016 | CITY | \$198.20 | \$594.60 | | 2 |
| Lighting Fixtures | ETC | Source 4 26" | 2 | 2011 | CITY | \$289.00 | \$578.00 | | 7 |
| Lighting Fixtures | ETC | Source 4 36" | 4 | 2011 | CITY | \$289.00 | \$1,156.00 | | 7 |
| Soft Goods | | 50'x22' Bi part Traveler - Wine (2 pieces) | 1 | 2011 | CITY | \$6,220.00 | \$6,220.00 | | 7 |
| Soft Goods | | 50'x7'6" Main Valance - Wine | 1 | 2011 | CITY | \$1,450.00 | \$1,450.00 | | 7 |
| Video | Christie | CP-2215 Series 2 2K projector | 1 | 2016 | CITY | \$33,177.00 | \$33,177.00 | | 2 |
| Video | Christie | Extraction duct adaptor | 1 | 2016 | CITY | \$259.00 | \$259.00 | | 2 |
| Video | Christie | Prime Zoom lense | 1 | 2016 | CITY | \$5,295.00 | \$5,295.00 | | 2 |
| Video | Integ | Jnior model 412 automation interface | 1 | 2016 | CITY | \$498.00 | \$498.00 | | 2 |
| Video | Cyberpower | CPS1500ABR, UPS rack mount | 1 | 2016 | CITY | \$912.00 | \$912.00 | | 2 |
| Video | Datasat | AP-20 8 channel digital sound processor | 1 | 2016 | CITY | \$4,063.00 | \$4,063.00 | | 2 |
| Video | USL | CM-8E booth sound monitor | 1 | 2016 | CITY | \$571.00 | \$571.00 | | 2 |
| Video | Tripp-Lite | HDMI Extender B126-1A1 | 1 | 2016 | BCT | \$1.00 | \$1.00 | | 2 |
| Misc. | Yamaha | C7 baby grand piano | 1 | 2002 | BAAC | \$12,824.00 | \$12,824.00 | | 16 |
| Misc. | | piano cover & casters | 1 | 2002 | BAAC | \$342.00 | \$342.00 | | 16 |
| Soft Goods | | Cyc Diaper | 1 | 2012 | BCT | \$300.00 | \$300.00 | | 6 |
| Misc. | | Altman pattern holder - B size | 8 | 2013 | BCT | \$7.00 | \$56.00 | | 5 |
| Misc. | | Source 4 pattern holder - B size | 8 | 2013 | BCT | \$8.00 | \$64.00 | | 5 |
| Amplifiers | Crown | XTI 2002 | 2 | 2013 | BCT | \$615.00 | \$1,230.00 | | 5 |
| Lighting Fixtures | ETC | Source 4 26" | 4 | 2013 | CITY | \$315.00 | \$1,260.00 | | 5 |
| Cable Ramps | | Guard Dog 3' | 3 | 2014 | BCT | \$169.95 | \$509.85 | | 4 |
| Lighting Control | ETC | Sensor Dimmers D20 | 192 | 1999 | BAAC | \$138.00 | \$26,496.00 | | 19 |
| Line array sound system | L'Acoustics | Speaker system | 1 | 2015 | CITY | \$88,577.28 | \$88,577.28 | | 3 |
| Speakers | L'Acoustics | X12 | 6 | 2015 | CITY | | \$0.00 | | 3 |
| Speakers | L'Acoustics | X8 | 2 | 2015 | CITY | | \$0.00 | | 3 |
| Amplifiers | L'Acoustics | LA4X - Monitor | 2 | 2015 | CITY | | \$0.00 | | 3 |
| Speakers | L'Acoustics | Kiva | 16 | 2015 | CITY | | \$0.00 | | 3 |
| Speakers | L'Acoustics | SB18i | 4 | 2015 | CITY | | \$0.00 | | 3 |
| Speakers | L'Acoustics | SB15m | 2 | 2015 | CITY | | \$0.00 | | 3 |
| Speakers | L'Acoustics | 5XT | 6 | 2015 | CITY | | \$0.00 | | 3 |
| Speakers | L'Acoustics | ER5 Bracket | 2 | 2015 | CITY | | \$0.00 | | 3 |
| Amplifiers | L'Acoustics | LA4X - Main | 5 | 2015 | CITY | | \$0.00 | | 3 |
| Lighting Fixtures | Chroma Q | ColorForce 72 w/ Cyc Lens | 5 | 2016 | CITY | \$3,739.24 | \$18,696.20 | | 2 |
| Lighting Fixtures | Chroma Q | ColorOne 100 | 10 | 2016 | CITY | \$567.16 | \$5,671.60 | | 2 |

| Item | Manufacturer | Model | Qty | Purch Date | Purch By | Purch Price | Total Purch Price | Manual on File | Age, Years |
|---|------------------|--|-----|------------|------------|-------------|---------------------|----------------|------------|
| Lighting Fixtures | Martin | Aura Wash Light | 10 | 2016 | CITY | \$3,178.48 | \$31,784.80 | | 2 |
| Video | | AV Equipment Rack | 1 | 2016 | BCT | \$509.37 | \$509.37 | | 2 |
| Hearing Assist System | William Sound | PPA-457-PRO | 1 | 2017 | CITY | \$1,034.60 | \$1,034.60 | | 1 |
| Hearing Assist System, Receiver | William Sound | PPA-R37 | 4 | 2017 | CITY | \$92.25 | \$369.00 | | 1 |
| Hearing Assist System, Neckloop Coupler | William Sound | NKL-001 | 2 | 2017 | CITY | \$38.25 | \$76.50 | | 1 |
| Intercom System, Transmitter | Kramer | PT-571; HDMI Over Twisted Pair | 1 | 2017 | CITY | \$136.63 | \$136.63 | | 1 |
| Intercom System, Receiver | Kramer | PT-572+; HDMI Over Twisted Pair | 1 | 2017 | CITY | \$136.63 | \$136.63 | | 1 |
| Intercom System, Headset | Telex | HR1-300534-007; Single Sided Passive Noise Reduction A4F | 2 | 2017 | CITY | \$198.33 | \$396.66 | | 1 |
| Intercom System, Speaker Stand | Ultimate Support | TS-99B; Lift Assist Aluminum w/ Integrated Adapter | 2 | 2017 | CITY | \$103.10 | \$206.20 | | 1 |
| Intercom System, Coaxial Enclosure | L'Acoustics | X12; Two-Way Passive | 1 | 2017 | CITY | \$2,155.00 | \$2,155.00 | | 1 |
| Video | Panasonic | PT-DW830 Projector | 1 | 2013 | FUMC | \$0.00 | \$0.00 | | 5 |
| Video | Da-Lite | 16 * 9 Fast fold screen | 1 | 2013 | FUMC | \$0.00 | \$0.00 | | 5 |
| Staging | Wenger | Strata Orchestra 6' Pit Filler | 1 | 2013 | CITY & BCT | \$18,901.00 | \$18,901.00 | | 5 |
| Staging | Wenger | Strata Orchestra 4' Extension Pit Filler | 1 | 2014 | BCT | \$12,484.00 | \$12,484.00 | | 4 |
| Misc. | Mid Atlantic | 14 space Equipment Rack | 2 | 1999 | BAAC | \$250.00 | \$500.00 | | 19 |
| Misc. | Mid Atlantic | 40 space Equipment Rack | 1 | 1999 | BAAC | \$400.00 | \$400.00 | | 19 |
| Misc. | Mid Atlantic | 10 space Equipment Rack | 1 | 1999 | BAAC | \$250.00 | \$250.00 | | 19 |
| Misc. | | 2 space rack drawer | 1 | 1999 | BAAC | \$100.00 | \$100.00 | | 19 |
| TOTAL | | | | | | | \$414,506.94 | | |

| Est Yrs of Use | Year to Replace | Expected Replacement Cost | Owned By | Serial# | Notes |
|----------------|-----------------|---------------------------|----------|--------------------|-------|
| 10 | 2009 | \$72.84 | CITY | | |
| 10 | 2009 | \$1,158.16 | CITY | | |
| 10 | 2009 | \$1,009.57 | CITY | | |
| 10 | 2009 | \$1,298.02 | CITY | | |
| 10 | 2009 | \$275.34 | CITY | | |
| 10 | 2009 | \$340.89 | CITY | | |
| 10 | 2009 | \$812.90 | CITY | | |
| 10 | 2009 | \$218.52 | CITY | | |
| 10 | 2009 | \$396.25 | CITY | | |
| 10 | 2009 | \$349.63 | CITY | | |
| 10 | 2009 | \$406.45 | CITY | | |
| 10 | 2009 | \$145.68 | CITY | | |
| 10 | 2009 | \$1,311.13 | CITY | | |
| 10 | 2009 | \$29.14 | CITY | | |
| 10 | 2009 | \$36.42 | CITY | | |
| 10 | 2009 | \$145.68 | CITY | | |
| 10 | 2009 | \$109.26 | CITY | | |
| 10 | 2009 | \$182.10 | CITY | | |
| 10 | 2009 | \$14.57 | CITY | | |
| 10 | 2009 | \$182.10 | CITY | | |
| 10 | 2009 | \$160.25 | CITY | | |
| 10 | 2009 | \$43.70 | CITY | | |
| 10 | 2009 | \$21.85 | CITY | | |
| 10 | 2009 | \$29.14 | CITY | | |
| 10 | 2009 | \$218.52 | CITY | | |
| 10 | 2009 | \$1,748.17 | CITY | | |
| 10 | 2009 | \$728.41 | CITY | | |
| 10 | 2009 | \$326.33 | CITY | | |
| 10 | 2009 | \$3,309.87 | CITY | | |
| 10 | 2009 | \$2,294.48 | CITY | | |
| 10 | 2009 | \$305.93 | CITY | | |
| 10 | 2009 | \$521.54 | CITY | | |
| 10 | 2009 | \$852.23 | CITY | | |
| 10 | 2009 | \$340.89 | CITY | | |
| 10 | 2009 | \$332.15 | CITY | | |
| 10 | 2018 | \$2,286.83 | FUMC | 07180645, 06280559 | |
| 10 | 2018 | \$199.92 | FUMC | | |
| 15 | 2014 | \$874.09 | CITY | PLO1289 | |
| 15 | 2014 | \$5,562.11 | CITY | 103216, 103218 | |

| Est Yrs of Use | Year to Replace | Expected Replacement Cost | Owned By | Serial# | Notes |
|----------------|-----------------|---------------------------|----------|-----------------------------|-------------------------------------|
| 15 | 2014 | \$7,342.33 | CITY | 105458, 105459, 105460, ??? | (others mounted on I-Beam over Balc |
| 15 | 2014 | \$218.52 | CITY | | |
| 15 | 2014 | \$3,642.03 | CITY | | |
| 15 | 2014 | \$4,370.43 | CITY | 590, 852 | |
| 15 | 2014 | \$984.80 | CITY | | |
| 15 | 2014 | \$3,939.22 | CITY | | |
| 15 | 2014 | \$9,848.04 | CITY | | |
| 15 | 2014 | \$5,416.42 | CITY | | |
| 15 | 2014 | \$1,771.48 | CITY | | |
| 15 | 2014 | \$437.04 | CITY | | |
| 15 | 2014 | \$2,884.49 | CITY | | |
| 15 | 2014 | \$8,688.42 | CITY | | |
| 15 | 2014 | \$1,241.20 | CITY | | |
| 15 | 2014 | \$1,794.79 | CITY | | |
| 15 | 2014 | \$460.35 | CITY | | |
| 15 | 2014 | \$869.72 | CITY | | |
| 5 | 2014 | \$340.60 | CITY | | |
| 15 | 2014 | \$5,215.38 | CITY | | |
| 15 | 2014 | \$3,321.53 | CITY | | |
| 15 | 2014 | \$3,845.98 | CITY | | |
| 5 | 2015 | \$727.60 | CITY | | |
| 5 | 2016 | \$170.01 | CITY | | |
| 5 | 2017 | \$380.64 | CITY | | |
| 10 | 2017 | \$1,046.92 | CITY | 50163 | |
| 5 | 2018 | \$111.51 | CITY | | |
| 5 | 2018 | \$428.38 | CITY | | |
| 5 | 2018 | \$527.75 | CITY | | |
| 5 | 2018 | \$728.69 | CITY | | |
| 5 | 2018 | \$200.94 | CITY | | |
| 5 | 2018 | \$417.34 | CITY | | |
| 10 | 2018 | \$21,027.65 | CITY | UCAO101063 | |
| 10 | 2018 | \$336.44 | CITY | | |
| 2 | 2018 | \$1,623.02 | CITY | YPTGD687, YPTGD987 | |
| 20 | 2019 | \$43.70 | CITY | | |
| 20 | 2019 | \$233.09 | CITY | | |
| 20 | 2019 | \$291.36 | CITY | | |
| 20 | 2019 | \$498.23 | CITY | | |
| 20 | 2019 | \$364.20 | CITY | | |
| 20 | 2019 | \$3,496.35 | CITY | | |
| 10 | 2020 | \$437.03 | CITY | | |

| Est Yrs of Use | Year to Replace | Expected Replacement Cost | Owned By | Serial# | Notes |
|----------------|-----------------|---------------------------|----------|------------------------|-------|
| 5 | 2020 | \$421.30 | CITY | | |
| 5 | 2020 | \$152.81 | CITY | | |
| 5 | 2020 | \$1,280.81 | CITY | 20B1064899, 1NG2977C91 | |
| 5 | 2020 | \$676.90 | CITY | 1NK1211583, 1NG2978141 | |
| 5 | 2020 | \$842.98 | CITY | 1NG2977995, 1NG2978000 | |
| 5 | 2020 | \$357.97 | CITY | | |
| 5 | 2020 | \$957.00 | CITY | | |
| 5 | 2021 | \$412.00 | CITY | | |
| 5 | 2021 | \$351.66 | CITY | | |
| 10 | 2021 | \$4,594.74 | CITY | 434401842 | |
| 10 | 2021 | \$663.94 | CITY | | |
| 5 | 2021 | \$519.16 | CITY | B242U01621012124 | |
| 5 | 2021 | \$8,952.64 | CITY | U40395 | |
| 5 | 2021 | \$615.92 | CITY | A57762410A21K0054 | |
| 5 | 2021 | \$385.99 | CITY | 2W02655R0035 | |
| 10 | 2021 | \$5,803.16 | CITY | A02GXX2 E21120 | |
| 10 | 2023 | \$320.18 | CITY | | |
| 5 | 2023 | \$100.00 | CITY | | |
| 15 | 2023 | \$2,918.27 | CITY | | |
| 25 | 2024 | \$262.23 | CITY | | |
| 25 | 2024 | \$3,137.97 | CITY | | |
| 25 | 2024 | \$72.84 | CITY | | |
| 15 | 2024 | \$1,900.20 | CITY | 8001685368, 8001685356 | |
| 15 | 2024 | \$1,438.89 | CITY | | |
| 15 | 2024 | \$2,868.22 | CITY | | |
| 10 | 2024 | \$43.30 | CITY | | |
| 10 | 2024 | \$43.30 | CITY | | |
| 10 | 2025 | \$160.90 | CITY | | |
| 10 | 2025 | \$74.03 | CITY | | |
| 10 | 2025 | \$122.87 | CITY | | |
| 10 | 2025 | \$167.63 | CITY | | |
| 10 | 2025 | \$212.20 | CITY | | |
| 15 | 2025 | \$1,429.42 | CITY | | |
| 15 | 2025 | \$1,429.42 | CITY | | |
| 15 | 2025 | \$169.89 | CITY | | |
| 10 | 2026 | \$217.34 | CITY | | |
| 10 | 2026 | \$253.75 | CITY | | |
| 10 | 2026 | \$357.79 | CITY | | |
| 10 | 2026 | \$318.36 | CITY | | |
| 10 | 2026 | \$318.36 | CITY | | |

| Est Yrs of Use | Year to Replace | Expected Replacement Cost | Owned By | Serial# | Notes |
|----------------|-----------------|---------------------------|----------|---|-------|
| 10 | 2026 | \$227.85 | CITY | | |
| 10 | 2026 | \$253.44 | CITY | | |
| 10 | 2026 | \$332.51 | CITY | | |
| 10 | 2026 | \$277.79 | CITY | | |
| 10 | 2026 | \$233.30 | CITY | | |
| 10 | 2026 | \$305.38 | CITY | | |
| 10 | 2026 | \$618.62 | CITY | | |
| 15 | 2026 | \$663.94 | CITY | | |
| 15 | 2026 | \$1,327.88 | CITY | | |
| 15 | 2026 | \$7,144.82 | CITY | | |
| 15 | 2026 | \$1,665.59 | CITY | | |
| 10 | 2026 | \$34,517.35 | CITY | 409708012 | |
| 10 | 2026 | \$269.46 | CITY | | |
| 10 | 2026 | \$5,508.92 | CITY | 3660725B01846 | |
| 10 | 2026 | \$518.12 | CITY | 715080296-AMT | |
| 10 | 2026 | \$948.84 | CITY | BB0FN2000434 | |
| 10 | 2026 | \$4,227.15 | CITY | APAN06375 | |
| 10 | 2026 | \$594.07 | CITY | SN 121627100816 | |
| 10 | 2026 | \$1.04 | CITY | | |
| 25 | 2027 | \$17,604.60 | CITY | | |
| 25 | 2027 | \$469.49 | CITY | | |
| 15 | 2027 | \$337.85 | CITY | | |
| 15 | 2028 | \$61.83 | CITY | | |
| 15 | 2028 | \$70.66 | CITY | | |
| 15 | 2028 | \$1,358.02 | CITY | 8500681742, 8500681803 | |
| 15 | 2028 | \$1,391.14 | CITY | | |
| 15 | 2029 | \$551.88 | CITY | | |
| 30 | 2029 | \$38,599.67 | CITY | | |
| 15 | 2030 | \$93,998.92 | | | |
| 15 | 2030 | \$0.00 | CITY | 1190001747, 1190001749, 1190001757, 1190001758, 1190001769, | |
| 15 | 2030 | \$0.00 | CITY | 1260001532, 1260001741 | |
| 15 | 2030 | \$0.00 | CITY | 1180006768, 1180006767 | |
| 15 | 2030 | \$0.00 | CITY | 0470019182, 0470019185, 0470019194, 0470019196, 0470019181, | |
| 15 | 2030 | \$0.00 | CITY | 0790012204, 0790012108, 0790012107, 0790012203 | |
| 15 | 2030 | \$0.00 | CITY | 00290003598, 00290003597 | |
| 15 | 2030 | \$0.00 | CITY | 0260010114, 0260010117, 0260010113, 0260010125, 0260010126, | |
| 15 | 2030 | \$0.00 | CITY | 0440006633, 0440006584 | |
| 15 | 2030 | \$0.00 | CITY | 1180007228, 1180007211, 1180007264, 1180007254, 1180007253 | |
| 15 | 2031 | \$19,451.53 | CITY | 0306135639, 0306135637, 0306135636, 0306137941, 0306137942 | |
| 15 | 2031 | \$5,900.73 | CITY | 0306138414, 0306138420, 0306138423, 0306138425, 0306138419, | |

| Est Yrs of Use | Year to Replace | Expected Replacement Cost | Owned By | Serial# | Notes |
|----------------|-----------------|---------------------------|----------|---|-------|
| 15 | 2031 | \$33,068.91 | CITY | 1055069506, 1055069525, 1055069495, 1055069371, 1055069368, | |
| 15 | 2031 | \$529.95 | CITY | | |
| 15 | 2032 | \$1,055.29 | CITY | | |
| 15 | 2032 | \$376.38 | CITY | | |
| 15 | 2032 | \$78.03 | CITY | | |
| 15 | 2032 | \$139.36 | CITY | | |
| 15 | 2032 | \$139.36 | CITY | | |
| 15 | 2032 | \$404.59 | CITY | | |
| 15 | 2032 | \$210.32 | CITY | | |
| 15 | 2032 | \$2,198.10 | CITY | | |
| 20 | 2033 | \$0.00 | FUMC | SH3436019 | |
| 20 | 2033 | \$0.00 | FUMC | | |
| 20 | 2033 | \$20,868.23 | CITY | | |
| 20 | 2034 | \$13,513.08 | CITY | | |
| 50 | 2049 | \$728.41 | CITY | | |
| 50 | 2049 | \$582.72 | CITY | | |
| 50 | 2049 | \$364.20 | CITY | | |
| 50 | 2049 | \$145.68 | CITY | | |

| Manufacturer | Model | Qty | Declared Surplus Date | Original Buyer | Purch Price | Total Purch Price | Est Value | Total Est Value | Sold Price | Total Sold Price |
|-----------------|--------------------------------------|-----|-----------------------|----------------|-------------|-------------------|-----------|-----------------|------------|------------------|
| Carver | 1200 | 3 | 2011 | | \$250 | \$750 | | | \$100 | \$300 |
| Mackie | 1400i | 5 | 2011 | | | | | | \$100 | \$500 |
| Mackie | 1400i | 2 | | | | | | | \$0 | \$0 |
| Lexicon | MPX-1 multi-effects signal processor | 1 | 2013 | | \$150 | \$150 | | | \$50 | \$50 |
| DDA | CS3 32 channel Sound Board | 1 | 2013 | | \$4,000 | \$4,000 | | | \$250 | \$250 |
| ETC | Express 250 Lighting console | 1 | 2013 | | \$7,000 | \$7,000 | | | \$1,000 | \$1,000 |
| ETC | Remote Focus Unit | 1 | 2013 | | \$1,430 | \$1,430 | | | \$0 | \$0 |
| Tiffin Scenic | 50'x25' Red Traveller Curtain | 1 | 2013 | | \$3,580 | \$3,580 | | | \$153 | \$153 |
| Tiffin Scenic | 50'x8' Red Valance | 1 | 2013 | | \$1,000 | \$1,000 | | | \$0 | \$0 |
| Tiffin Scenic | 50'x25' Cyc | 1 | 2013 | | \$1,200 | \$1,200 | | | \$28 | \$28 |
| JVC | DVD/VHS player | 1 | 2013 | | \$0 | \$0 | | | \$5 | \$5 |
| | | 11 | 2013 | | \$0 | \$0 | | | \$0 | \$0 |
| Kleigel/Century | 8" Fresnel | 24 | 2013 | | \$241 | \$5,784 | | | \$0 | \$0 |
| AKG | WMS Wireless Mic System | 1 | 2013 | | \$469 | \$469 | | | | \$0 |
| Audio Technica | Pro-R2 Handheld Wireless Mic | 1 | 2013 | | \$469 | \$469 | | | | \$0 |
| Ashley | XR1001 2ch. 2 way crossover | 1 | 2013 | | \$240 | \$240 | | | | \$0 |
| | 16 space studio style equipment rack | 1 | 2013 | | \$110 | \$110 | | | | \$0 |
| EV | 1202er | 4 | 2016 | | \$350 | \$1,400 | \$50 | \$200 | \$0 | \$0 |
| Crown | XTI 4000 | 2 | 2016 | CITY | \$795 | \$1,590 | \$450 | \$900 | \$0 | \$0 |
| Ashley | GXQ 3102 | 2 | 2016 | | \$635 | \$1,270 | \$150 | \$300 | \$0 | \$0 |
| DBX | 166XL | 2 | 2016 | | \$250 | \$500 | \$50 | \$100 | \$0 | \$0 |
| | NL4 Cables | 6 | 2016 | | | | | | | |
| Beringer | MDX4406 4 channel compressor | 1 | 2013 | | \$130 | \$130 | | \$50 | \$13 | |
| DBX | 166XL | 4 | 2013 | | \$250 | \$1,000 | | \$50 | \$100 | |
| Dynatel | Video Switcher | 1 | 2013 | | \$0 | \$0 | | | | |
| Altman | 65Q 6" Fresnel | 5 | 2013 | | \$154 | \$770 | | | \$77 | |
| EAW | jf650 | 4 | 2016 | | \$2,500 | \$10,000 | \$300 | \$1,200 | \$1,000 | |
| EAW | sb180 | 4 | 2016 | | \$800 | \$3,200 | \$100 | \$400 | \$320 | |
| Crest | 8200 | 1 | 2016 | BCT | \$1,470 | \$1,470 | \$150 | \$150 | \$147 | |
| Crest | 9200 | 2 | 2016 | BCT | \$1,700 | \$3,400 | \$175 | \$350 | \$340 | 10% = |
| XTA | DP226 | 1 | 2016 | BCT | \$1,803 | \$1,803 | \$175 | \$175 | \$180 | \$2,012 |
| | 20' NL4 - EP4" | 4 | 2016 | | \$25 | \$100 | \$5 | \$20 | \$10 | |
| | 100' EP4 | 2 | 2016 | BCT | \$45 | \$90 | \$10 | \$20 | \$9 | |
| | 10' EP4 | 2 | 2016 | BCT | \$30 | \$60 | \$5 | \$10 | \$6 | |
| Symetrix | 1x4 distribution amplifier | 1 | 2016 | | \$100 | \$100 | \$10 | \$10 | \$10 | |
| Klark Technic | DN 7103 delay | 1 | 2016 | | \$300 | \$300 | \$25 | \$25 | \$30 | |
| Ashley | XR2001 2 ch. 3 way crossover | 1 | 2016 | | \$360 | \$360 | \$35 | \$35 | \$36 | |
| DBX | 223 2 ch. 2 way crossover | 1 | 2016 | | | | \$35 | \$35 | \$0 | |
| Altman | Par64 | 16 | 2016 | | \$79 | \$1,264 | \$15 | \$240 | \$126 | |
| Altman | Zip-Strip | 5 | 2016 | | \$250 | \$1,250 | \$50 | \$250 | \$125 | |

| | | | | | | | |
|-------------|---|---|------|-----------|----------|---------|-----|
| L&E | Mini Strip | 1 | 2016 | | | | |
| Toshiba | SD2109 DVD Player | 1 | 2013 | \$50 | \$50 | \$5 | \$5 |
| Sony | SLV D360P DVD/VCR Player | 1 | 2013 | \$50 | \$50 | \$5 | \$5 |
| Zenith | 15" TV | 1 | 2013 | \$100 | \$100 | \$0 | \$0 |
| Radio Shack | Video Switcher | 2 | 2013 | \$30 | \$60 | \$0 | \$0 |
| Mackie | M1400 | 1 | 2013 | \$250 | \$250 | \$0 | \$0 |
| | Folio Point-of-Sale Ticketing System Software | 1 | | \$5,750 | \$5,750 | | |
| | Ticketing System Printer | 2 | | \$7,450 | \$14,900 | | |
| | Box Office Computer | 2 | | \$770 | \$1,540 | | |
| | LCD Display Screen | 1 | | \$952 | \$952 | | |
| Sennheiser | SZI; serial 100850 | 1 | 2017 | BAAC 1999 | \$852 | \$852 | |
| Sennheiser | | 5 | 2017 | BAAC 1999 | \$276 | \$1,380 | |
| Server | | 1 | 2017 | BCT | \$150 | \$150 | |

Notes

Invoice: BCT02072012
Invoice: BCT02072012 & BCT05062011
Invoice: BCT02072012 & BCT05062012; not working
Invoice: BCT02072012
ebay
ebay
ebay
ebay
ebay
ebay
ebay
Disposed
Donation to Bloomington HS South

\$1,500.00
\$480.00
\$220.50
\$510.00
\$270.45
\$15.00
\$13.50
\$9.00

15% =
\$3,018.45

Not In Use
Not In Use
Not In Use
Not In Use
1 ch not working

Assume 2017 Kramer replaced
Assume 2017 Kramer replaced
Purchased from Amazon 5/18/2016 but not in service

| | | | | | | | Discard |
|-----------------------------------|-----------------|--|-----|------------|----------|-------------------|---------|
| Item | Manufacturer | Model | Qty | Purch Date | Purch By | Total Purch Price | |
| Box Office, Chair | | | 1 | 2009 | | \$199 | |
| Office, Chair | | | 1 | 2004 | | \$124 | |
| Box Office, Ticketing Software | | | 1 | 2006 | | \$5,750 | |
| Box Office, Ticket Printers | | | 2 | 2006 | | \$14,900 | |
| Box Office, Computers | | | 2 | 2006 | | \$1,540 | |
| Box Office, LCD Display | | | 1 | 2008 | | \$952 | |
| Popcorn Popper | | | 1 | 2008 | BCT | \$325 | |
| Box Ofc Tix Printers | | | 2 | | BCT | \$2,500 | |
| Floor Mats | | lobby & box office | 3 | 1999 | BCT | \$300 | |
| Floor Mats | | additional lobby | 3 | 2010 | BCT | \$300 | |
| Boiler 2 | | installed during renovation | 1 | 1999 | BAAC | \$18,000 | |
| Microphones | Countrymen | E6 over the ear microphone for AT wireless | 1 | 2012 | BCT | \$396 | |
| Microphones | Countrymen | E6 over the ear microphone for AT wireless | 1 | 2016 | BCT | \$397 | |
| Microphones | Barcus Berry | Piano Transducer | 1 | | | \$220 | |
| Microphones | Whirlwind | PC DI | 1 | | | \$144 | |
| Microphones | Art Cleanbox | two way stereo converter | 1 | | | \$55 | |
| Video | Sony | VPL-FX51 Projector (IU owned) | 1 | | IU | \$0 | |
| Video | Da-Lite | 12'x10' screen (FUMC owned) | 1 | | FUMC | \$0 | |
| Video | LG | BP530 Blu Ray Player | 1 | 2014 | BCT | \$100 | |
| Video | JVC | SV-NP10 DVD Player | 1 | | | \$50 | |
| Microphones | Shure | Beta 58 | 1 | 1999 | BAAC | \$159 | |
| Microphones | Audio Technica | Pro 37 | 1 | 1999 | BAAC | \$117 | |
| Infrared Hearing Assist System | Sennheiser | headsets | 2 | 1999 | BAAC | \$552 | |
| Video | Da-Lite | 28'x21' motorized roller screen (IU owned) | 1 | | IU | \$0 | |
| Intercom System | Telex | double-sided head sets | 1 | 1999 | BAAC | \$210 | |
| Office 1, 2 & Server, Computers | PC Max | - | 3 | 2009 | BCT | \$1,982 | |
| Box Office, Safe | Sentry | | 1 | 2001 | | | |
| Office 1, Exec Dir Desk | - | - | 1 | 2002 | BCT | \$0 | |
| Office 1, Office Mngr Desk | Bush Furniture | WC81430/31; WC81730/31 | 1 | 2009 | BCT | \$460 | |
| Office 2, Assoc Dir Desk | - | - | 1 | 2008 | BCT | \$150 | |
| Office 2, Support Staff Desk | - | - | 1 | 2008 | BCT | \$150 | |
| Office 1, File Cabinet, 4-Drawer | Global | - | 1 | 2002 | BCT | \$150 | |
| Facility, Washer | Kenmore | 110; 300 Series; 3.2 cu ft capacity | 1 | 2007 | BCT | \$321 | |
| Office Misc, Camera | Canon | ELPH 350 HS (BK); serial #102061004610 | 1 | 2016 | BCT | \$160 | |
| Facility, Paper Towel Dispenser | Georgia-Pacific | Hygenic Push Paddle | 1 | 2001 | BCT | \$30 | |
| Office Misc, iPad 2 | Apple | | 1 | 2013 | BCT | \$499 | |
| Office Misc, iPad 3 | Apple | | 1 | 2013 | BCT | \$427 | |
| Box Office, Battery Backup | CyberPower | 825VA; 450W; CPJFT2000957; 4 bat, 4 surge | 1 | ? | ? | \$92 | |
| Office 2, Printer | HP | CM232ONFMFP; serial #CND999GNKT | 1 | 2010 | BCT | \$641 | |
| Facility, Paper Towel Dispenser | | | 2 | | BCT | \$60 | |
| Office Misc, Server | Dell | - | 1 | 2008 | BCT | \$2,693 | |
| Facility, Recycling/Trash Lids | Safco | Waste; Recycling - specific | 6 | 2010 | BCT | \$225 | |
| Facility, Stanchions | EquiCross, Inc | VS301EQ-EQ Value Series | 8 | 2009 | BCT | \$824 | |
| Facility, Stanchions Sign Holders | EquiCross, Inc | CAD-811-SBB Visontron | 4 | 2013 | BCT | \$144 | |

| Discarded Items | | |
|--|--------------|---|
| Reason for Discard | Discard Date | Notes |
| | | 1/19/2009 Maxwell Office |
| | | |
| | | |
| | | |
| Broken | 2015 | |
| Broken | 2016 | |
| frayed | | |
| | | |
| Inoperable as of 10/1/14 | | |
| Broken | | |
| Broken | | |
| Broken | | |
| Broken | | |
| No Power Supply | | |
| | | Returned to IU in 2016 |
| new screen purchased by FUMC | | Donated to Cardinal Stage |
| Broken | | |
| Broken | | |
| 1 Broke 2015 | | |
| 1 missing 2014 | | |
| batteries failed | | |
| | | Donated to Jackson Creek Middle School |
| 1 Broke 2015 | | |
| Dated | Dec-17 | Offices PC Max 4/15/2009 #340768?; Server Dell 1/26/2009; PC Max recycled when replaced 12/17 |
| Lock mechanism stopped functioning | Dec-17 | |
| Office upgrade | 1/2/18 | Originally donated to BCT; in turn, donated to United Way |
| Office upgrade | 1/2/18 | Donated to Anne Stichter |
| Office upgrade | 1/2/18 | Donated to Danielle McClelland |
| Office upgrade | 3/2/18 | Trash/recycle |
| No longer needed | 1/24/18 | Sold on Craigslist for \$50 |
| Spin cycle not fully extracting water | 4/24/18 | Sears (item #27342?); 2018 Morrison Appliance replaced timer but didn't fix; Lowes took w/ |
| WiFi/data transfer issues; infrequent | | Sold on Craigslist for \$60 |
| Paddle not advancing towel; assessed | 5/4/18 | Trash/recycle: was in castle bathroom |
| | 2017 | Recycled |
| | 2017 | Recycled |
| Only held battery charge approx 15 min | 5 | 6/14/18 Moved upstairs for hazardous waste disposal consideration; replacement batteries are |
| Poor print quality for mrktng materials; | 8/24/18 | Recycled at Staples - no cost |
| Replaced with electric hand dryers in | 9/1/18 | Remain on hand as of 10/18/18 |
| Dated | Nov-18 | Recycled via PC Max 11/2018 |
| Updated - single stream recycling | Aug-18 | Recycled; cost per original invoice |
| Belts don't properly function due to | Sep-18 | 5 Donated to Dance Academy |
| Some broken, not compatible w/ new | Sep-18 | Donated to Dance Academy |

| BAAC Accounting Statement for BCT as of 5/21/99 | |
|--|--|
|--|--|

| | |
|------------------------------------|------------------|
| Theatrical Equipment | \$126,604 |
| Theatrical Lighting Equipment | \$45,000 |
| Sound System Equipment | \$4,800 |
| Historic Light Fixture Restoration | \$17,100 |
| TOTAL BAAC PURCHASED | \$193,504 |

18-88
RESOLUTION
OF THE
REDEVELOPMENT COMMISSION
OF THE
CITY OF BLOOMINGTON, INDIANA

**APPROVAL OF A THIRD ADDENDUM TO THE CONTRACT BETWEEN
THE CITY OF BLOOMINGTON AND RUNDELL ERNSTBERGER ASSOCIATES,
FOR THE DESIGN OF THE SWITCHYARD PARK PROJECT**

WHEREAS, the Redevelopment Commission of the City of Bloomington (“RDC”) issued its “Redevelopment District Tax Increment Revenue Bonds of 2015” (the “Bond”) to pay for, among others things, the development of the Switchyard Park, and

WHEREAS, on June 16, 2015, the RDC approved in Resolution 15-30 a Project Review and Approval Form (“Form”) for the construction of Switchyard Park; and

WHEREAS, pursuant to that authorization, Staff negotiated a contract for the design of Switchyard Park with Rundell Ernstberger Associates, LLC (“Design Contract”); and

WHEREAS, the RDC approved funding for the Design Contract in its Resolution 15-41; and

WHEREAS, a copy of the approved Design Contract is attached to this Resolution as Exhibit A; and

WHEREAS, Resolution 15-41 provided, “In the event that the City’s project manager finds that it is desirable to have [Rundell Ernstberger] provide additional services, as referenced in the [Design] Contract, the RDC will evaluate such a proposal at that time;” and

WHEREAS, the RDC has approved two prior addendums to Rundell Ernstberger’s contract in Resolutions 17-06 and 17-101; and

WHEREAS, the RDC approved funding not to exceed thirty-four million dollars (\$34,000,000) for the construction of Switchyard Park in Resolution 18-25; and

WHEREAS, Staff believes it is desirable for Rundell Ernstberger to provide additional design services as outlined in the Third Addendum to the Design Contract that is attached to this Resolution as Exhibit B (“Addendum”); and

WHEREAS, Rundell Ernstberger is willing to provide the Additional Services for an amount not to exceed Thirteen Thousand Two Hundred Eighty-Seven Dollars and Seventy Cents (\$13,287.70), and the total contract is for an amount not to exceed Three Million Forty Nine Thousand One Hundred Forty-One Dollars and Seventy Cents (\$3,049,141.70); and

WHEREAS, Resolution 15-41 identified the Bond as the source of funds for the project; and

WHEREAS, the RDC has available Bond Funds to pay for the Additional Services as set forth in the Addendum; and

NOW, THEREFORE, BE IT RESOLVED BY THE REDEVELOPMENT COMMISSION OF THE CITY OF BLOOMINGTON, INDIANA THAT:

1. The RDC reaffirms its support of the Project and reiterates that it serves the public's best interest.
2. The RDC finds that the above described expenditures are an appropriate use of the Bond.
3. The RDC approves payment of an amount not to exceed Thirteen Thousand Two Hundred Eighty-Seven Dollars and Seventy Cents (\$13,287.70) to be payable in accordance with the terms of the Design Contract.
4. This funding approval shall comply with all of terms and limitations outlined in the approval for funding for Switchyard Park in Resolution 18-25, and shall expire on December 31, 2020, unless extended by the RDC beforehand.
5. The RDC hereby authorizes Donald Griffin to sign the Addendum.

BLOOMINGTON REDEVELOPMENT COMMISSION

Donald Griffin, President

ATTEST:

Mary Alice Rickert, Secretary

Date

AGREEMENT FOR CONSULTING SERVICES

This Agreement, entered into on this 21st day of July, 2015, by and between the City of Bloomington (hereinafter referred to as "CITY"), and Rundell Ernstberger Associates, LLC. (hereinafter referred to as "Consultant"),

WITNESSETH:

WHEREAS, the CITY wishes to complete a comprehensive construction design of the McDoel Switchyard Park property, including creation of construction documents and specifications, creation of bid documents and construction contract administration; and

WHEREAS, the CITY requires the services of a professional design and construction consultant in order to complete schematic design, design development, construction documents, permitting and approvals, project bidding and construction administration, which shall be hereinafter referred to as "the Services";

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 CITY;

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 for the CITY as set forth in Exhibit A, Scope of Services. Exhibit A is attached hereto and incorporated herein by reference as though fully set forth.

Consultant shall diligently pursue its services under this Agreement and shall complete the Services as described in Exhibit A in a timely manner consistent with the Standard of Care identified in Article 2.

In the performance of Consultant's work, Consultant agrees to maintain such coordination with the CITY as may be requested and desirable, including primary coordination with the Parks and Recreation Department official(s) designated by the CITY as project coordinator(s). Consultant agrees that any information or documents, including digital GIS information, supplied by the CITY pursuant to Article 3, below, shall be used by Consultant for this project only, and shall not be reused or reassigned for any purpose.

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. Upon notice to the Consultant

and by mutual agreement between the parties, the Consultant will without additional compensation, correct those services not meeting such a standard.

Article 3. Responsibilities of the CITY: The CITY shall provide all necessary information regarding requirements for the Services. The CITY 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 CITY shall designate who is authorized to act on its behalf with respect to this Agreement.

Article 4. Compensation: The CITY shall pay Consultant a fee based on the payment schedule set forth in Exhibit B, Compensation. Exhibit B is attached hereto and incorporated herein by reference as though fully set forth. The total compensation paid, including fees and expenses, **shall not exceed the amount of Two Million Four Hundred Ten Thousand 00/100 Dollars (\$2,410,000.00).** The payments will be made according to Consultant's monthly progress statements for each phase and shall be invoiced for the percentage of work completed only.

Additional services not set forth in Exhibit A, changes in services, or incurred expenses in excess of the rates set forth in Exhibit B must be authorized in writing by the CITY or its designated project coordinator prior to such work being performed, or expenses incurred. The CITY shall not make payment for any unauthorized work or expenses. Claims for additional services or expenses must be submitted within thirty (30) days of the completion of the service or expenditure, and must be accompanied by a statement of itemized costs.

Article 5. Appropriation of Funds: Notwithstanding any other provision of this Agreement, if funds for the continued fulfillment of this Agreement by the CITY are at any time not forthcoming or are insufficient, through failure of any entity, including the CITY itself, to appropriate funds or otherwise, then the CITY shall have the right to terminate this Agreement without penalty as set forth in Article 7 herein.

Article 6. Schedule: Consultant shall perform the Services according to the schedule set forth in Exhibit C, Schedule. Exhibit C is attached hereto and incorporated herein by reference as though fully set forth. 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 CITY may terminate or suspend performance of this Agreement at the CITY's prerogative at any time upon written notice to the Consultant. The Consultant shall terminate or suspend performance of the Services on a schedule acceptable to the CITY and the CITY 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 the 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 CITY, as set forth in Article 11 herein.

Article 8. Identity of Consultant: Consultant acknowledges that one of the primary reasons for its selection by the CITY to perform the duties described in this Agreement is the qualification and experience of the Project Team whom Consultant has represented will be responsible therefor. Consultant thus agrees that the services to be done pursuant to this Agreement shall be performed by the Project Team described in Exhibit D, and such other personnel in the employ under contract or under the supervision of Consultant whom the CITY shall approve. Exhibit D is attached hereto and incorporated herein by reference as though fully set forth. The CITY reserves the right to reject any of the Consultant's personnel or proposed outside professional subconsultants, and the CITY 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 CITY 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, Consultant 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 CITY or others on modifications or extensions of this project or on any other project. The CITY may elect to reuse such documents; however any reuse or modification without prior written authorization of the Consultant will be at the CITY's sole risk and without liability or legal exposure to the Consultant. The CITY 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. Any verification or adaptation of documents by the Consultant will entitle the Consultant to additional compensation at rates to be agreed upon by the CITY and the Consultant.

Article 11. Ownership of Documents and Intellectual Property: All documents, drawings and specifications, including digital format files, prepared by Consultant and furnished to the CITY as part of the Services shall become the property of the CITY. Consultant shall retain its ownership rights in its design, drawing details, specifications, data bases, computer software and other proprietary property. Intellectual property developed, utilized or modified in the performance of the Services shall remain the property of the 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 CITY.

Article 13. Indemnification: Consultant shall defend, indemnify and hold harmless the City of Bloomington, the Bloomington Redevelopment Commission ("RDC"), and the officers, and employees of the City and the RDC from any and all damages, costs, expenses or other liability arising out of the Agreement or occasioned by the reckless or negligent performance or attempted performance of its professional services, including, any reckless or negligent act or omission to act or any willful misconduct on the part of the Consultant, its employees, subconsultants, or anyone for whom the Consultant is legally liable, except that the above shall not apply to the sole negligence or willful misconduct of the CITY or the CITY's agents, servants or independent contractors who are directly responsible to the CITY. This indemnification provision shall apply even if there is concurrent or joint negligence of the Consultant and the CITY, and even if there is active or passive negligence by either or both parties.

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 RDC, and the officers, employees and agents of each shall be named as 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.

Consultant shall provide evidence of each insurance policy to the CITY prior to the commencement of work under the Agreement. Approval of the insurance by the CITY shall not relieve or decrease the extent to which Consultant may be held responsible for payment of damages resulting from service or operations performed pursuant to this Agreement. If Consultant fails or refuses to procure or maintain the insurance required by these provisions, or fails or refuses to furnish the CITY required proof that the insurance has been procured and is in

force and paid for, CITY shall have the right at CITY's election to forthwith 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 required under this Agreement. The 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 CITY nor the Consultant shall assign any rights or duties under this Agreement without the prior written consent of the other party; provided, however, Consultant may assign its rights to payment without the CITY's consent. 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 CITY and the 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 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. When appropriate, Consultant shall advise CITY of any and all applicable regulations and approvals required by the Federal Environmental Management Agency (FEMA). Where such statutes,

ordinances, plans or regulations of any public authority having any jurisdiction on 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 CITY in a timely manner of the conflict, attempts of resolution, and planned course of action.

Article 23. Verification of New Employees' Immigration Status. 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 E, 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 board 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. No Investment in Iran. Consultant is required to certify that it does not engage in investment activities in Iran as more particularly described in Indiana Code 5-22-16.5. (This is not required if federal law ceases to authorize the adoption and enforcement of this statute.) Consultant shall sign an affidavit, attached hereto as Exhibit F and incorporated herein by reference, affirming that Consultant is not engaged in said investment activities.

Article 25. Notices: Any notice required by this Agreement shall be made in writing to the addresses specified below:

CITY:

Consultant:

Bloomington Parks Department
Attn: Dave Williams
401 N. Morton
Bloomington, IN 47402

Rundell Ernstberger Associates, LLC
Kevin Osburn, RLA, ASLA
429 E. Vermont St. Suite 110
Indianapolis, Indiana 46202

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

Article 26. Intent to be Bound: The CITY and the Consultant each bind 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 27. Integration and Modification: This Agreement, including all Exhibits incorporated by reference, represents the entire and integrated agreement between the CITY 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.


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

REDEVELOPMENT COMMISSION


CONSULTANT

BY:

BY: Rundell Ernstberger Associates, LLC



David Walter, President



Kevin Osburn, RLA, ASLA
Title: Principal

Date: 7/22/15

Date: 7/23/15

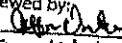
CITY OF BLOOMINGTON

BY:

CITY OF BLOOMINGTON



Mark Krizan, Mayor

Controller
Reviewed by: 
DATE: 7/23/15
FUND/ACCT: 016

CITY OF BLOOMINGTON
Legal Department
Reviewed By:
Thomas Cameron
DATE: 7-21-2015

APPENDIX "A"

Project Description

Project involves the design and construction of a signature urban park for the City of Bloomington to be located on a 58-acre parcel of land owned by the City and bounded approximately by Grimes Lane, Walnut Street, Country Club Drive and Rogers Street. The project design will be based on the *Switchyard Park Master Plan* approved by the Board of Parks and Recreation in 2012. Project components may include an events lawn; performance pavilion; park maintenance and restroom building; linear platform plaza with skatepark, spray plaza, playground, community gardens, grand shelter, entry pavilion, and court games; parking areas; multipurpose trails; best practice stormwater management features; and the integration of public art. Final project components will be determined based on project construction budget and discussions with City. It is anticipated that the floodway limits will be revised as part of a separate map revision process currently in process by the City. In addition to design and engineering, project services will include environmental remediation, permitting, and construction administration.

Scope of Services

- 1.) **Project Initiation:** CONSULTANT will meet with the City to discuss project design parameters, process, and schedule. CONSULTANT and our team will visit the project site to take photographs and document existing conditions.
- 2.) **Topographic Survey:** CONSULTANT will provide a topographic survey of the park property as needed for the completion of the project. Survey will utilize survey data collected as part of 2012 Master Planning Phase and will be supplemented with additional data as needed for the project.
 - a. Survey will include a master drawing with all of topographical features, apparent R/W, control point locations, bench marks and one-foot vertical contours.
 - b. The survey will include property information, right-of-way and property lines, and easements based on observed physical evidence and record documents, topographic data, utilities, buildings, bridges, walls, walks, signs, vaults, fences, gates, drives, species, drip line, and size of trees 6 inches in diameter and greater, and natural and man-made features, as evidenced by facilities at the ground surface and marks by others, as necessary for the development of project plans.
 - c. Survey will include spot grades at all edge of pavements, 25 ft. on center along curblines and centerline of street, changes in curb direction, top and bottom of walls, trees (6" diameter and larger), breaks in grade, ramps and top and bottom of curbs and on a 100' grid pattern throughout the survey area.
 - d. Survey will include coordination with all utility companies to locate and mark their utilities in field. CONSULTANT will notify the utilities via the call before you dig notification system (Indiana Underground Plant Protection Service (I.U.P.P.S.)). CONSULTANT will verify that each utility has field located their facilities during the course of the design survey. The existing facilities located, at the time of the field survey, shall be incorporated into the design survey. Survey will include all storm and sewer structures including inverts, sizing of pipes and rim elevations.
 - e. The final survey will be provided in both hard copy and digital format certified by a Licensed Land Surveyor in the State of Indiana.
- 3.) **Geotechnical Study:** CONSULTANT will have a geotechnical study prepared in order to determine requirements for structural foundation systems for buildings and site structures as well as the feasibility of green infrastructure systems for stormwater management. The study will include an investigation of subsurface soil and groundwater conditions, lab analysis of field results, and recommendations regarding foundations types and soil permeability assembled into a final report prepared by a registered professional engineer. We anticipate approximately six to eight borings will be needed.

4.) **Environmental Remediation:**

a. **Environmental Investigation Services:**

1. CONSULTANT will complete additional sampling near Clear Creek to save trees rather than remove them and cover with soil. Doing this will minimize the number of trees removed and potentially save costs by minimizing the amount of soil cover material needed.
2. Some limited areas on site may require soil removal and offsite disposal and/or capping greater than 12 inches. It is not anticipated that these areas will be large. However, the size and extent cannot be determined without a final Remediation Work Plan and soil testing or similar document approved by the IDEM. CONSULTANT will complete additional sampling in these areas to determine the extent (if any) of soil excavation and if soil cover is needed.
3. CONSULTANT will complete sampling on the planned Rogers Street entrance property (Triple C) to investigate the Recognized Environmental Conditions outlined in the Phase I ESA completed by Fields Environmental, Inc.
4. CONSULTANT will complete sampling on the planned Walnut Street entrance property (once identified). CONSULTANT assumes that the City of Bloomington will complete an AAI compliant Phase I ESA on this site once it is identified and within six (6) months prior to site acquisition. Phase II activities completed by CONSULTANT will include sampling to investigate the Recognized Environmental Conditions outlined in the Phase I ESA provided by City. The Phase I ESA is not included in this scope of services.

b. **Environmental Remediation Construction Design and Oversight:**

1. CONSULTANT will meet with IDEM to determine the expected remedial action necessary to obtain site closure through a Site Status Letter with an Environmental Restrictive Covenant (ERC) limiting the site use to recreational.
2. CONSULTANT will work with the site design engineer to develop a site plan that integrates IDEM requirements into environmental design that is integrated with the engineered design of the site
3. CONSULTANT will prepare bid specifications related to environmental remediation activities including remediation plans as required by IDEM.
4. CONSULTANT will provide bid support related to environmental remediation activities.
5. CONSULTANT will observe, monitor, document and confirm remediation activities in the field as part of overall Construction Administration activities.
6. Upon completion of the remediation, CONSULTANT will prepare a Closure Report documenting the remediation and the report will be submitted to the Indiana Brownfield Program with a request for a Site Status Letter for closure of the site.

5.) **Schematic Design:**

- a. **Master Plan Review / Program Definition:** CONSULTANT will engage in discussions and meetings with City to review the 2012 Master Plan project scope and cost opinions in order to determine the preferred project components and budget alignment. This work may include preparation of revised updated cost opinions, discussions with subconsultants and preliminary plan diagrams in order to determine a project scope that aligns with the construction budget. This work will also include confirmation with the City on the status of the LOMAR process and land acquisitions and their impact on project design components. The result of this task will be agreement on a design program that defines the components to be included in the design process.

- b. **Schematic Design Documents:** Utilizing the master plan, design program, and topographical survey information, CONSULTANT will prepare preliminary drawings and other documents to define the general project scope and design components, including a site plan, preliminary building plans, sections and elevations; sketches and digital modeling; and preliminary selections of major building systems and construction materials. CONSULTANT will prepare a preliminary utilities plan that identifies utility service point locations and a preliminary drainage plan that identifies stormwater tie-in points to existing system, preliminary locations of trunklines, stormwater management best practices, and types of stormwater quality and quantity control measures. CONSULTANT will coordinate utility service requirements and processes with applicable utility companies. CONSULTANT will prepare a preliminary outline of anticipated permitting and approval requirements and a preliminary cost opinion. CONSULTANT will meet with the City as necessary to coordinate and review the progress of the work and receive approval for the Schematic Design documents.

6.) **Design Development:**

- a. **Design Development Documents:** Upon approval of the Schematic Design by the City, CONSULTANT will prepare design development drawings of the proposed site improvements. Design Development drawings to be prepared will include preliminary site demolition, layout, grading, drainage, utility plans and typical site details; architectural drawings, plans, sections, elevations, typical construction details; diagrammatic layouts of architectural, structural, mechanical and electrical systems. Site utility (sanitary sewer, water service, and gas) and drainage plans and details will be prepared and engineering calculations will be performed to determine the size, type, and location of stormwater lines and stormwater quality and quantity control measures. CONSULTANT will ready preliminary permitting documents in anticipation of permit submittals. CONSULTANT will also prepare outline specifications (major materials, systems, quality levels) and an updated cost opinion for the proposed work. CONSULTANT will meet with the City as necessary to coordinate and review the progress of the work and receive approval for the Design Development documents.

7.) **Construction Documents:**

- a. **Construction Documents:** Upon approval of the Design Development documents, CONSULTANT will finalize the project design documentation, which will include construction drawings and specifications. Construction drawings will include, but not be limited to, site demolition, layout, grading/drainage, erosion control, stormwater pollution prevention, utility, architectural, electric, mechanical, plumbing, structural, landscape, and irrigation plans and details. CONSULTANT will prepare technical specifications and utilize front end documents (bidding requirements, general conditions, instructions to bidders, etc.) provided by the City. CONSULTANT will prepare the final project cost opinion. CONSULTANT will review the Construction Documents with the City at the 50% and 95% completion stages and receive final approval of the Construction Documents prior to preparation of final bid documents.
- b. **Final Bid Documents:** Upon approval of the 95% review set of construction documents, CONSULTANT will proceed with the preparation of final plans, details, technical specifications, and estimates, required for bidding of the project. CONSULTANT will provide the City with one digital set of bid documents for posting to the City's "Blooming Bid" website. CONSULTANT will also provide digital bid documents to a local print shop for printing and distribution of bid documents. CONSULTANT will have print shop prepare limited hard copies of bid documents for distribution to the City and the Consultant team; printing expenses for these sets will be paid by the City.

8.) **Permitting/Approvals:** CONSULTANT will prepare the following documentation for permitting and approval of the work:

- a. **State of Indiana Design Release:** CONSULTANT will electronically file the project with the Indiana Department of Fire and Building Services and make any necessary revisions to obtain a Construction Design Release from the State Building Commissioner.
- b. **City of Bloomington Permits /Approvals:** CONSULTANT will work with City to review the project with and receive approvals from local agencies with jurisdiction over the project area and components.
- c. **Stormwater Pollution Prevention Plan (SWPPP) and Rule 5 Compliance:** CONSULTANT will prepare a Stormwater Pollution Prevention Plan (SWPPP) and Rule 5 documentation as required by local, state and federal requirements detailing the temporary and permanent practices that will be implemented to minimize the potential for pollution of receiving waters during the construction phase of the project and post-construction phase.
- d. **Wetland/ "Waters" Delineation and Report:** CONSULTANT will complete an investigation of the site to determine the limits of wetlands/"Waters of the U.S." present. The wetland delineation will be completed based on observations made during the field visit and information collected from soils maps, topographic data, aerial photography, available stream gage data, floodplain data, and the National Wetlands Inventory. Information collected on the other jurisdictional waters (streams) will include presence or absence of an ordinary high water mark (OHWM), OHWM dimensions, photo documentation, and GPS location of identified potentially jurisdictional streams. The wetland delineation will be completed based on the methodology established by the U.S. Army Corps of Engineers (USACE) in the Regional Supplement to the Corps of Engineers Wetland Delineation Manual: Midwest Region. The boundaries of any wetland communities and other jurisdictional waters will be flagged so they can be located by survey crews and regulatory authorities. CONSULTANT will map any wetlands found on-site using a sub-meter accurate GPS unit. This method of wetland mapping has been approved by the USACE.

The results of the field reconnaissance will be summarized into a wetland/"Waters of the U.S." delineation report. The report will be based on the USACE Midwest regional supplement. Included exhibits will depict the approximate wetland and stream/OHWM and approximate property boundaries, National Wetland Inventory, Soil Survey, floodplain, USGS topography, site photographs and their locations. The USACE Midwest Region data forms for the properties will also be attached. The GPS wetland and stream survey will be used as the base wetland boundary map. The report will include an opinion of federal and state jurisdiction over the subject wetland and stream areas. If no wetlands or jurisdictional stream channels are identified on-site, this will be clearly stated in the summary report and background data supporting this opinion will be provided.

- e. **Wetland Mitigation / Monitoring Plan:** CONSULTANT will identify an appropriate wetland mitigation site. It is assumed that all required mitigation can be completed onsite. CONSULTANT will design a conceptual wetland mitigation plan that will include specific locations, amounts and dimensions for on-site mitigation measures. This plan will be based on typical guidelines and requirements of the Indiana Department of Environmental Management (IDEM) and the USACE. The conceptual plan will include a written report consisting of a narrative with maps and graphics describing the mitigation site and the measures to be implemented. The plan will also include a proposed schedule for monitoring the mitigation site as required by the regulatory agencies. CONSULTANT will work with IDEM and the USACE to make revisions to the plan as needed. The mitigation plan and report will be submitted as part of the 401/404 permit applications.

Upon approval of the mitigation plan by IDEM and USACE, the final design will be prepared as part of the design documents for the overall project. CONSULTANT will prepare the appropriate plan sheets and specifications to adequately describe the contractor's contractual obligations for the wetland mitigation area.

- f. **IDEM/USACE 401/404 Water Quality Permit:** CONSULTANT will prepare and submit a Regional General Permit No. 1 to USACE with attachments, including exhibits, tables, photographs, wetland/"Waters" delineation report, mitigation and monitoring plan, and overall project plans. CONSULTANT will also prepare and submit an IDEM Individual Section 401 Water Quality Certification and attachments. CONSULTANT will coordinate the overall review of the applications, mitigation plan and bridge design plans with the USACE and IDEM and will attend two additional meetings to discuss the permit applications.
 - g. **IDNR Construction in a Floodway Permit:** CONSULTANT will prepare and submit the application for a construction in a floodway permit to the Indiana Department of Natural Resources (IDNR) for construction of the proposed Master Plan elements within the floodway of Clear Creek. CONSULTANT will rely on updated floodway limits to be provided by the City as a result of the Letter of Map Revision (LOMAR) process. Items to be submitted to the IDNR include the project plans, floodway exhibits and data, and the appropriate non-modeling hydraulic analysis worksheet. The application process also includes submittal of public notices to adjacent landowners and submittal of documentation of the public notice process to IDNR. CONSULTANT will also periodically check with IDNR staff after the permit is submitted regarding its status and respond to technical and environmental questions as needed.
- 9.) **Bidding:** CONSULTANT will prepare addenda, clarifications, and answer contractor questions as required during the bidding period. CONSULTANT will assist the City in the facilitation of the pre-bid meeting and in evaluating the bids received for the project.
- 10.) **Construction Administration:** CONSULTANT will provide the following services during construction:
- a. **Project Representative:** CONSULTANT will provide a full time Project Representative on site for the duration of construction activities.
 - b. **Pre-Construction Meeting:** CONSULTANT will attend the preconstruction meeting and assist the City to review lines of communication, correspondence, schedule, procedures, meeting dates, and unique construction items with the Contractor.
 - c. **Progress Meetings:** CONSULTANT will attend and assist the City in facilitating bi-weekly construction progress meetings to review progress of work, construction schedule, and outstanding issues.
 - d. **Evaluations of the Work:** CONSULTANT will observe and evaluate construction activities to determine if the Work observed is being performed in accordance with the Contract Documents; report on the progress and quality of the portion of the Work completed; and report to the City known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and defects and deficiencies observed in the Work.
 - e. **Certificates for Payment to Contractor:** CONSULTANT will review and certify the amounts due the Contractor and issue certificates in such amounts. Certification for payment shall constitute a representation to the City, based on CONSULTANT's evaluation of the Work and on the data comprising the Contractor's Application for Payment, that, to the best of CONSULTANT's knowledge, information and belief, the Work has progressed to the point indicated and that the quality of the Work is in accordance with the Contract Documents. CONSULTANT will maintain a record of the Applications and Certificates for Payment.
 - f. **Submittals:** CONSULTANT will review the Contractor's submittal schedule and take action on submittals in accordance with the approved submittal schedule; review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the purpose of checking for conformance with information given and the design concept expressed in the Contract Documents; and maintain a record of submittals and copies of submittals supplied by the Contractor.

- g. **Requests for Information (RFI) and Architect's Supplemental Instructions (ASI):** CONSULTANT will review and respond to requests for information about the Contract Documents and, if appropriate, prepare and issue supplemental Drawings and Specifications in response to requests for information. CONSULTANT will prepare and issue ASI's as necessary to the Contractor to clarify Contract Documents. CONSULTANT will maintain a record of RFI's and ASI's.
- h. **Changes in the Work:** CONSULTANT will review and evaluate proposal requests from the Contractor. At the City's discretion and in coordination with the City, CONSULTANT will authorize minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time; prepare Change Orders and Construction Change Directives for the City's approval and execution in accordance with the Contract Documents; and maintain records relative to changes in the Work.
- i. **Project Completion:** CONSULTANT will conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion; receive from the Contractor and forward to the City, for the City's review and records, as-built drawings, operations and maintenance manuals, written warranties and related documents required by the Contract Documents and assembled by the Contractor; and issue a final Certificate for Payment based upon a final inspection indicating the Work complies with the requirements of the Contract Documents. Final inspections shall be conducted with the City to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected. When the Work is found to be substantially complete, CONSULTANT will inform the City about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work. CONSULTANT will forward to the City the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens or bonds indemnifying the City against liens; and (3) any other documentation required of the Contractor under the Contract Documents. Prior to the expiration of one year from the date of Substantial Completion, CONSULTANT will conduct a One Year Warranty Inspection with the City and prepare a list of warranty items to be addressed by the Contractor.

APPENDIX "B"
 Compensation and Cost Summary

A. Amount of Payment

1. The **CONSULTANT** shall receive as payment for the work performed under this Contract the total lump sum fee of **\$2,410,000.00** in accordance with the following Fee Schedule, unless a modification of the Contract is approved in writing by the **CITY**.

2. The **CONSULTANT** will be paid for the work performed under this Contract as indicated.

Fee Schedule Summary:

| | |
|--|--------------|
| a. Topographic Survey and Geotechnical Study | \$40,000.00 |
| b. Environmental Remediation | \$506,000.00 |
| c. Schematic Design | \$200,000.00 |
| d. Design Development | \$350,000.00 |
| e. Construction Documents | \$650,000.00 |
| f. Bidding | \$15,000.00 |
| g. Construction Administration | \$475,000.00 |
| h. Permitting | \$50,000.00 |
| i. Expenses* | \$10,000.00 |
| j. Environmental Remediation Testing & Investigation | \$114,000.00 |

* Expenses are not to exceed this amount without prior written approval and will be invoiced in accordance with Attachment B-1.

3. **Additional Services:** Any services beyond those listed in Appendix A and in Appendix B, paragraph A.2 above will be considered Additional Services and, if required, the **CONSULTANT** will be paid for these services in accordance with Article 4 on a fixed, hourly, or negotiated fee basis.

B. Method of Payment:

1. The **CONSULTANT** may submit a maximum of one invoice voucher per calendar month for work covered under this Contract. The invoice voucher shall be submitted to the **CITY**. The invoice voucher shall represent the value, to the **CITY**, of the partially completed work as of the date of invoice voucher. The **CONSULTANT** shall attach thereto a summary of each pay item in Paragraph A of this Appendix, percentage completed (for Lump Sum services), hours completed (for Hourly NTE services), and prior payment in a form, acceptable to the **CITY**. Payment for hourly services and expenses shall be in accordance with Attachment B-1.

2. The **CITY** for and in consideration of the rendering of the engineering services provided for in Appendix "A", agrees to pay the **CONSULTANT** for rendering such services the fee established above upon completion of the work thereunder, acceptance thereof by the **CITY**, and upon the **CONSULTANT** submitting an invoice as described above.

3. In the event of a substantial change in the scope, character or complexity of the work on the project, the maximum fee payable and the specified fee shall be adjusted by a Contract Supplement in accordance with Article 4 as set out in this Contract.

APPENDIX "B-1"
 Hourly Rates and Reimbursable Expenses

RUNDELL ERNSTBERGER ASSOCIATES, LLC
 HOURLY RATE SCHEDULE

| <u>Classification</u> | <u>Hourly Rate</u> |
|---|--------------------|
| Principal | \$195.00 |
| Associate | \$138.00 |
| Professional Staff (Registered Land. Arch.) | \$116.00 |
| Technical Staff (Graduate Land. Arch.) | \$96.00 |
| Clerical | \$70.00 |

A surcharge of fifty percent (50%) will be added to hourly rates for expert witness testimony and/or for participation at hearings, depositions, etc.

Billing rates may be adjusted by a Contract Supplement to reflect changes in the compensation payable to the CONSULTANT, if agreed upon by both the CITY and the Consultant.

Reimbursable Expenses

| | |
|---|-----------------------|
| Mileage | Standard Mileage Rate |
| Travel, Lodging, and Meals | Cost |
| Telephone, Telex, Telecopy, Faxes, etc. | Cost |
| Postage, Handling, etc. | Cost |
| Copies | |
| Black & White (8 1/2 x 11) | \$0.05/copy |
| Black & White (11 x 17) | \$0.10/copy |
| Color In-House Printer | |
| 8 1/2 x 11 Inkjet | \$1.00 |
| 8 1/2 x 11 Presentation | \$1.50 |
| 8 1/2 x 11 Photo Paper | \$2.50 |
| 11 x 17 Inkjet | \$2.00 |
| 11 x 17 Presentation Paper | \$2.75 |
| 11 x 17 Photo Paper | \$3.50 |
| CD Copies | \$5.00 |
| Plots | |
| Black & White In-House Plots | |
| Bond | \$1.00 SF |
| Vellum | \$1.50 SF |
| Mylar | \$1.75 SF |
| Color In-House Plots | |
| Heavy bond | \$4.00 SF |
| Semi-Gloss | \$5.00 SF |
| High-Gloss | \$6.00 SF |
| Materials | Cost + 5% |
| Equipment Rental | Cost + 5% |
| Subcontract Services | Cost + 5% |

APPENDIX "C"
Project Schedule

| PHASE OF WORK | TIMELINE | COMPLETION |
|--|------------|------------------|
| Notice to Proceed (assumed) | | 15 July 2015 |
| Topographic Survey/Geotech./Envntl. Sampling | 1 month | 14 August 2015 |
| Schematic Design | 2 months | 16 October 2015 |
| Design Development | 4 months | 15 February 2016 |
| Construction Documents /Permitting | 6 months | 15 August 2016 |
| Bidding/Contract Award | 2.5 months | 30 November 2016 |
| Construction Administration | 18 months | May 2018 |

APPENDIX "D"
Consultant Team Roles and Principal Personnel

| FIRM/ PERSONNEL | ROLE |
|--|---|
| <i>Rundell Ernster Associates, LLC</i> Kevin Osburn, PLA, ASLA Cheryl Chalfant, ASLA Dan Liggett, PLA, ASLA, LEED AP Jeff Maydak, ASLA John Zant, PE | <i>Project Lead Landscape Architecture + Civil Engineering</i> Principal in Charge & Project Team Leader Project Manager Project Landscape Architect Project Landscape Architect Project Civil Engineer |
| <i>Axis Architecture + Interiors</i> Drew White, FAIA, LEED AP Eric Anderson, AIA, LEED AP | <i>Architecture</i> Principal in Charge – Architecture Project Architect |
| <i>Bruce Carter Associates, LLC</i> John Kilmer, CHMM Joel Markland Len Hinrichs, LPG | <i>Environmental Remediation</i> Principal, Technical Oversight & Remediation Design Principal, Project Oversight & Coordination Project Manager, Remediation Design & Field Oversight |
| <i>Christopher B. Burke Engineering, LLC</i> Brian McKenna, PE, CFM Kerry Daily, EI, CFM, CPESC Sarah Wright | <i>Floodway / Wetland Permitting</i> Principal in Charge – Permitting Project Manager, IDNR Permitting Project Manager, Wetlands Consulting; 401/404 Permitting |
| <i>The Engineering Collaborative</i> Samuel L. Hurt, PE, RA, LEED AP John T. Lowe, QCP Gregory M. Hofer | <i>Mechanical, Electrical, Plumbing Engineering</i> Principal in Charge - MEP Engineering Principal in Charge - HVAC Senior Electrical Designer |
| <i>Lynch Harrison Brumleve</i> Wes Harrison, PE | <i>Structural Engineering</i> Principal in Charge – Structural Engineering |
| <i>VS Engineering, Inc.</i> Sanjay Patel, PE Dennis Clark, PE Jim Barker, PE | <i>Structural Engineering – Former Railroad Bridges</i> Principal in Charge – Structural Engineering Project Engineer Historic Bridge Engineer |
| <i>Delta Fountains</i> Scott Johnston | <i>Fountain Consultants</i> Principal – Fountain Design |
| <i>Bledsoe Riggert & Guerretaz, Inc.</i> Ben Bledsoe | <i>Surveying</i> Project Manager, Surveying |
| <i>Eco Logic, LLC</i> Spencer Goehl | <i>Ecological Services</i> Project Manager, Ecological Services |

EXHIBIT E

STATE OF INDIANA)
) SS:
COUNTY OF _____)

AFFIDAVIT REGARDING E-VERIFY

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

1. The undersigned is the Principal of Randell Ernstberger Assoc.'s.
(job title) (company name)
2. The company named herein that employs the undersigned has contracted with or is seeking to contract with the City of Bloomington to provide services.
3. The undersigned hereby states that, to the best of his/her knowledge and belief, the company named herein does not knowingly employ an "unauthorized alien," as defined at 8 United State Code 1324a(h)(3).
4. The undersigned hereby states that, to the best of his/her knowledge and belief, the company named herein is enrolled in and participates in the E-verify program.

Kevin Osburn
Signature

Kevin Osburn
Printed name

STATE OF INDIANA)
) SS:
COUNTY OF _____)

Before me, a Notary Public in and for said County and State, personally appeared Kevin Osburn and acknowledged the execution of the foregoing this 23 day of July, 2015.

My Commission Expires: May 31, 2023
County of Residence: Brown

Kimberly Clopp
Notary Public
Kimberly clopp
Name Printed

EXHIBIT F

STATE OF INDIANA)
) SS:
COUNTY OF _____)

AFFIDAVIT REGARDING NO INVESTMENT IN IRAN

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

1. The undersigned is the Principal of Rundell Ernstberger Assoc.'s
(job title) (company name)
2. The company named herein that employs the undersigned has contracted with or is seeking to contract with the City of Bloomington to provide services.
3. As required by Indiana Code 5-22-16.5-13, the undersigned hereby certifies under penalties of perjury that the company named herein is not engaged in investment activities in Iran.

Kevin Osburn
Signature
Kevin Osburn
Printed name

STATE OF INDIANA)
) SS:
COUNTY OF _____)

Before me, a Notary Public in and for said County and State, personally appeared _____
Kevin Osburn and acknowledged the execution of the foregoing this _____
23 day of July, 2015.

My Commission Expires: May 31, 2023

County of Residence: Brown

Kimberly Clepp
Notary Public
Kimberly Clepp

AMENDMENT TO AGREEMENT FOR CONSULTING SERVICES
between the
CITY OF BLOOMINGTON
and
RUNDELL ERNSTBERGER ASSOCIATES, LLC (“Consultant”)

This Addendum amends the Agreement for Consulting Services (“Agreement”) between the City of Bloomington (“City”) and Rundell Ernstberger Associates, LLC (“Consultant”) for a comprehensive construction design of the McDoel Switchyard Park property, entered into on July 21, 2015, as follows:

1. Changes to the Scope of Services:
 - a. Article 1 currently states: “Consultant shall provide the Services for the CITY as set forth in Exhibit A, Scope of Services. Exhibit A is attached hereto and incorporated herein by reference as though fully set forth.” Article 1 continues: “Consultant shall diligently pursue its services under this Agreement and shall complete the Services as described in Exhibit A in a timely manner consistent with the Standard of Care identified in Article 2.”
 - b. The following shall be added to Article 1: “Consultant shall also provide the Services for the CITY as set forth in Exhibit G, ‘Additional Services.’ Exhibit G is attached hereto and incorporated herein by reference as though fully set forth. Consultant shall complete the Additional Services as described in Exhibit G in a timely manner consistent with the Standard of Care identified in Article 2.”
2. Changes to the Consultant’s Compensation:
 - a. Article 4 currently states: “The CITY shall pay Consultant a fee based on the payment schedule set forth in Exhibit B, Compensation.” It continues: “The total compensation paid, including fees and expenses, shall not exceed the amount of Two Million Four Hundred Ten Thousand 00/100 Dollars (\$2,410,000.00).” In light of the Services set forth in Exhibit G, Article 4 shall be amended to state: “The total compensation paid, including fees and expenses, shall not exceed the amount of Three Million Eleven Thousand Three Hundred Fifty Four and 00/100 Dollars (\$3,011,354.00).” Exhibit B shall be amended as follows:

| ORIGINAL CONTRACT | | Amendment 1 | Revised Total |
|--------------------------------------|-----------------------|----------------------|------------------------|
| Item | Original Fee | Addtl. Fee | Total Fee |
| Geotechnical Study | \$15,000.00 | \$ 25,000.00 | \$ 40,000.00 |
| Topographic Survey | \$25,000.00 | \$ 3,800.00 | \$ 28,800.00 |
| Environmental Remediation | \$506,000.00 | \$ - | \$ 506,000.00 |
| Envmtl. Rem. Testing & Investigation | \$114,000.00 | \$ - | \$ 114,000.00 |
| Schematic Design | \$200,000.00 | \$ - | \$ 200,000.00 |
| Design Development | \$350,000.00 | \$ 88,861.00 | \$ 438,861.00 |
| Construction Documents | \$650,000.00 | \$ 167,913.00 | \$ 817,913.00 |
| Bidding | \$15,000.00 | \$ 24,720.00 | \$ 39,720.00 |
| Construction Administration | \$475,000.00 | \$ 253,560.00 | \$ 728,560.00 |
| Permitting | \$50,000.00 | \$ 20,000.00 | \$ 70,000.00 |
| Expenses | \$10,000.00 | \$ 17,500.00 | \$ 27,500.00 |
| TOTAL | \$2,410,000.00 | \$ 601,354.00 | \$ 3,011,354.00 |

3. Changes to the Schedule
 - a. Article 6 currently states: “Consultant shall perform the Services according to the schedule set forth in Exhibit C, Schedule.” In light of the Services set forth in Exhibit G, Exhibit C shall be replaced with the Amended Exhibit C that is attached to this Addendum.
4. In all other respects, the Agreement, shall remain in effect as originally written.

WHEREFORE, the parties execute this Addendum to the Agreement on the date last written below.

REDEVELOPMENT COMMISSION

CONSULTANT

By: _____
Donald Griffin

By: _____

Name and Title

Date: _____

Date: _____

CITY OF BLOOMINGTON

By: _____
Philippa M. Guthrie, Corporation Counsel

Date: _____

Exhibit C
Project Schedule - **AMENDED**

| PHASE OF WORK | TIMELINE | COMPLETION |
|--|-----------------|-------------------|
| Notice to Proceed (original contract) | | July 24, 2015 |
| Topographic Survey / Environmental Sampling | 1 month | August 14, 2015 |
| Schematic Design | 13 months | October 16, 2016 |
| Notice to Proceed with Amended Project Scope | (assumed) | January 23, 2017 |
| Geotech/Design Development | 5 months | June 26, 2017 |
| Construction Documents /Permitting | 8 months | February 26, 2018 |
| Bidding/Contract Award | 2.5 months | May 7, 2018 |
| Substantial Completion of Construction | 20 months | December 1, 2019 |
| Construction Administration | 24 months | May 31, 2020 |

SECOND ADDENDUM TO AGREEMENT FOR CONSULTING SERVICES
between the
CITY OF BLOOMINGTON
and
RUNDELL ERNSTBERGER ASSOCIATES, LLC (“Consultant”)

This Second Addendum (“Addendum”) amends the Agreement for Consulting Services (“Agreement”) between the City of Bloomington (“City”) and Rundell Ernstberger Associates, LLC¹ (“Consultant”) for a comprehensive construction design of the McDoel Switchyard Park property, entered into on July 21, 2015, as follows:

1. Changes to the Scope of Services:
 - a. Article 1 currently states: “Consultant shall provide the Services for the CITY as set forth in Exhibit A, Scope of Services. Exhibit A is attached hereto and incorporated herein by reference as though fully set forth.” Article 1 continues: “Consultant shall diligently pursue its services under this Agreement and shall complete the Services as described in Exhibit A in a timely manner consistent with the Standard of Care identified in Article 2.” The Addendum approved by the RDC in Resolution 17-06 added additional services in a new Exhibit G.
 - b. The following shall be added to Article 1: “Consultant shall also provide the Services for the CITY as set forth in Exhibit H, ‘Additional Services.’ Exhibit H is attached hereto and incorporated herein by reference as though fully set forth. Consultant shall complete the Additional Services as described in Exhibit H in a timely manner consistent with the Standard of Care identified in Article 2.” Exhibit H is attached to this Second Addendum.
2. Changes to the Consultant’s Compensation:
 - a. Article 4 originally stated: “The CITY shall pay Consultant a fee based on the payment schedule set forth in Exhibit B, Compensation.” It continued: “The total compensation paid, including fees and expenses, shall not exceed the amount of Two Million Four Hundred Ten Thousand 00/100 Dollars (\$2,410,000.00).” The RDC amended the original funding approval in Resolution 15-41, approving payment of an additional amount not to exceed Six Hundred One Thousand Three Hundred Fifty Four Dollars (\$601,354), for a total not to exceed cost for the Agreement of Three Million Eleven Thousand Three Hundred Fifty Four and 00/100 Dollars (\$3,011,354.00)
 - b. In light of the Services set forth in Exhibit H, Article 4 shall be amended to state: “The total compensation paid, including fees and expenses, shall not exceed the amount of Three Million Thirty-Five Thousand Eight Hundred Fifty-Four and 00/100 Dollars (\$3,035,854.00).” Exhibit B shall be amended to add the following additional compensation:

¹ The Parties note that Rundell Ernstberger Associates has been reorganized and is now a corporation.

| | |
|--|-----------------|
| Revise and Resubmit Environmental Remediation Plan | \$20,000 |
| <u>HVAC Systems Design</u> | <u>\$4,500</u> |
| Total Additional Compensation | \$24,500 |

Total Compensation **\$3,035,854.00**

- c. The funding approval in this Second Addendum shall replace the funding approval of an amount not to exceed Three Million Eleven Thousand Three Hundred Fifty Four and 00/100 Dollars (\$3,011,354.00) that was set forth in Resolution 17-06.

3. In all other respects, the Agreement, shall remain in effect as originally written.

WHEREFORE, the parties execute this Addendum to the Agreement on the date last written below.

REDEVELOPMENT COMMISSION

CONSULTANT

By: _____
Donald Griffin, President

By: _____

Name and Title

Date: _____

Date: _____

BOARD OF PARK COMMISSIONERS

By: _____
Les Coyne, President

Date: _____

CITY OF BLOOMINGTON

By: _____
Philippa M. Guthrie, Corporation Counsel

Date: _____

EXHIBIT H

Additional Services

Consultant shall provide the following additional services:

Revise and resubmit Environmental Remediation Plan - \$20,000 - Additional services required to revise and resubmit the Environmental Remediation Plan to the Indiana Department of Environmental Management as a result of changes to the U.S. Environmental Protection Agency's regulations for remediating sites with contaminants found on the Switchyard Park property.

HVAC Systems Design - \$4,500

Additional services to redesign the HVAC system in the park Splash Pad restroom/mechanical building to allow for early spring and late fall public use. Design of a secondary dedicated HVAC system and chemical fire suppression system for the room at the Bloomington Police Sub Station facility dedicated to IT use and electronic surveillance of Switchyard Park.

ADDENDUM III
TO
AGREEMENT FOR CONSULTANT SERVICES
(Entered in this _____ day of _____, 2018)

WHEREAS, on July 21, 2015, the City of Bloomington Department of Parks and Recreation (the “Department”) entered into an Agreement (“Agreement”) with Rundell Ernstberger Associates (“Consultant”) to develop a comprehensive construction design of the McDoel Switchyard Park property; and

WHEREAS, the Consultant has requested consideration of payment for additional reimbursable expenses based on higher than anticipated fees; and

WHEREAS, the Department wishes to increase the compensation amount by \$13,287.70 (Thirteen Thousand Two Hundred Eighty Seven Dollars and Seventy Cents) to pay for these additional expenses; and

WHEREAS, pursuant to Article 27 of said 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: The Department shall pay Consultant for the Services, for all fees and expenses in an amount not to exceed Three Million Forty Nine Thousand One Hundred Forty One Dollars and Seventy Cents (\$3,049,141.70).

Article 2. Modification: Any other modification to said Agreement shall be in writing per Article 27 of the Agreement.

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

CITY OF BLOOMINGTON

RUNDELL ERNSTBERGER ASSOCIATES

Paula McDevitt, Director
Parks and Recreation Department

Kevin Osburn, RLA, ASLA

Kathleen Mills, Park Board President
Board of Park Commissioners

Title of Contractor Representative

Philippa M. Guthrie, Corporation Counsel

Donald Griffin, President
Redevelopment Commission