



**D. REPORTS**

- D-1. Sports Division - Bloomington Pickleball Club – Dan Sessions (Mark Sterner)
- D-2. Recreation Division - None
- D-3. Operations Division - Urban Greenspace Report (Joanna Sparks)
- D-4. Administration Division - None

**E. PUBLIC COMMENT**

**ADJOURNMENT**

*Face masks are optional but recommended for indoor spaces.*

*This meeting may also be accessed electronically via Community Access Television or Zoom, allowing for remote public attendance and participation. The public attending electronically are encouraged to send remote submissions of public comment (via email, to [mcdevitp@bloomington.in.gov](mailto:mcdevitp@bloomington.in.gov)).*

The meeting may accessed at the following link:

<https://bloomington.zoom.us/j/89521348833?pwd=M1MvWmFsM0lFWUEyREJObU51Qm54Zz09>

Meeting ID: 895 2134 8833

Passcode: 740282

One tap mobile

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+1 669 444 9171 US

+1 669 900 6833 US (San Jose)

+1 689 278 1000 US

+1 719 359 4580 US

+1 253 205 0468 US

+1 253 215 8782 US (Tacoma)

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Board of Park Commissioners  
Regular Meeting  
Minutes

Regular Meeting: Tuesday, December 15, 2022 4:00 – 5:30 p.m.

Council Chambers  
401 North Morton

**CALL TO ORDER - ROLL CALL**

The meeting was called to order by Ellen Rodkey at 4:00pm

Present: Ellen Rodkey, Israel Herrera and James Whitlatch

Absent: Kathleen Mills

**A. CONSENT CALENDAR**

A-1. Approval of Minutes of the November 15, 2022 Regular Meeting

A-2. Approval of Claims Submitted November 15, 2022 – December 16, 2022

A-3. Approval of Non-Reverting Budget Amendments

A-4. Review of Business Reports

A-5. Review/Approval of Credit Card Refunds

A-6. Approval of Surplus

A-7. Approval of 2023 Community Garden Program Gardener Agreement

A-8. Approval of 2023 Peoples Park Use Application

A-9. Approval of 2023 partnership agreement with Monroe County – Identify and Reduce Invasive Species

A-10. Approval of 2023 service agreement with Republic Services, Inc. for green waste disposal.

A-11. Approval of 2023 partnership agreement with CanopyBloomington

A-12. Approval of contract addendum with Marshall Security to extend contract period to December 31, 2022

*Jim Whitlatch* made a motion to approve the Consent Calendar A-1 through A-12. *Israel Herrera* seconded the motion.

Vote taken: motion unanimously carried 3-0.

**B. Awards and Introductions**

**B-1. Bravo Award**

*Emily Buuck, Community Relations Coordinator* presented Jon and Jennifer Vickers with the December Bravo Award. Jon and Jennifer were loyal environmental stewards, through their attendance at Week Wrangles and as Adopt-a-Greenspace volunteers. They took time to explain to new volunteers or citizens why they cared about the environmental stewardship and what they were doing to help preserve our greenspaces for the future. Staff were extremely grateful for Jon and Jennifer's service to our parks and department.

Jon and Jennifer Vickers thanked the Board for the recognition.

The Board thanked Jon and Jennifer for their service to the department.

**B-2. Parks Partner Award**

*Emily Buuck, Community Relations Coordinator* presented T&T Pet Food and Supply with the December Parks Partner Award. T&T Pet Food and Supply was a locally owned, family-run business that had served the pets of the community for nearly 50 years. Staff were extremely grateful for the support T&T Pet Food and Supply had given during many of Park's 2022 events. The Bloomington Parks Department was proud to recognize T&T Pet Food and Supply with the Parks Partner Award.

**B-3. Staff Introductions**

*JP Ford, Banneker Program Specialist* had recently accepted the Program Specialist position at Banneker Community Center.

JP was responsible for coordinating the Fairview Afterschool program, the Teen Leadership program, and the Banneker Summer Camp. JP had worked for Banneker Community Center as a Rec Leader, and a Building Supervisor prior to receiving the new position. JP had long term goals of establishing a stronger connection between Banneker and the rest of the department, expanding the visibility of Banneker within the community, and reestablishing programming that had been lost due to the pandemic

The Board welcomed JP Ford to the department.

#### **B-4. Staff Recognition**

Tim Street, Operations and Development Division Director recognized two long-term Operations staff members: Denny Robertson and Dave Fox, their years combined totaled 77 years of service.

Denny Robertson served the City of Bloomington for 27 years, including 21 years with Parks and Recreation, before his retirement in September. Denny worked on countless projects that improved Bloomington Parks and Recreation facilities and was always willing to lend his expertise to any challenge that came along.

Dave Fox started with the Parks Department in March of 1972 and incredibly has served the department for more than 50 years in various roles, including as Operations Superintendent and Custodial Working Foreperson. Dave would retire at the end of December. Dave's dedication and work ethic had helped keep our parks clean, safe, and fun for decades.

### **C. OTHER BUSINESS**

#### **C-1. Review/Approval of 2023 Non Reverting Budget**

Paula McDevitt, Director presented the 2023 Non Reverting Budget. The Non-reverting fund was established as an "enterprise fund", and developed with zero-based budget model. The fund allowed for flexibility to meet customer interest and reduced reliance on the general fund tax base. The Non-reverting budget incorporated input from staff specialists, supervisors, managers and division directors.

Category 1: Personnel - \$554,522 an increase of \$59,295 (11.97%)  
Increase in seasonal wages.

Category 2: Supplies - \$416,594 an increase of \$37,478 (9.89%)  
Increase in institutional supplies, concessions supplies and program and event supplies.

Category 3: Other Services - \$1,093,278 an increase of \$75,950 (7.47%)  
Increase in utilities, temporary contractual employees, repairs and maintenance, and included TLRC revenue bond principal payment.

Projected Revenue - \$1,704,839  
Projected Expense – 2,064,394 (Twin Lakes Recreation Center bond payment reflected in expenses)  
Anticipated Net – (\$359,555)  
Current NR Balance - \$1,104,649

Staff recommended approval of the proposed 2023 Non-reverting Budget request of \$2,064,394 an increase of \$172,723.

**Board Comments:** *Jim Whitlatch inquired:* the short fall for the year was smaller than what it had been in previous years. *Paula McDevitt responded:* yes. We are still recovering from COVID. *Jim Whitlatch inquired:* if the revenue bond was what caused the short fall. *Paula McDevitt responded:* that was correct. The bond had been refinanced and would be paid off in 2029. *Jim Whitlatch inquired:* were expenses and inflation considered when setting fees. *Paula McDevitt responded:* staff work on building General Fund and Non-reverting budgets at the same time, and considered expenses when setting fees.

*Jim Whitlatch* made a motion to approve the 2023 Non-reverting Budget. Israel Herrera seconded the motion. Vote taken: motion unanimously carried 3-0.

#### **C-2. Review/Approval of Contract Addendum for Rogers Family Park Art Contract**

Holly Warren, Assistant Director for the Arts Economic and Sustainable Development in September 2022, an agreement was entered into by Parks and Recreations Department and Jonathan Racek for the design, fabrication and installation of the



proposed sculpture Fleet/ing. Due to the increase in cost of concrete and the addition of LED lights, both parties were in agreement to amend the scope of work, and to increase total cost of project to \$32,844.50. The additional cost would be funded from the arts budget, account 101-01-04000-53990. Staff recommended approval of the Addendum to the Rogers Family Park Art Contract.

*Jim Whitlatch* made a motion to approve the addendum for Rogers Family Park Art contract. *Israel Herrera* seconded the motion. Vote taken: motion unanimously carried 3-0.

### **C-3. Review/Approval of Contract Addendum with Green Dragon Lawncare for Switchyard Park**

*Hsiung Marler, Switchyard Park General Manager* in March of 2022, Bloomington Parks and Recreation Department entered into an agreement with Green Dragon Lawncare Inc. to mow specific areas at Switchyard Park. Both parties wished to extend the agreement through 2023, at the same rate and structure. Staff recommended approval of the Addendum to the Green Dragon Lawncare contract for Switchyard Park. Funding would be from the Switchyard Park General Fund, in an amount not to exceed \$27,720. Average mowing cycles were 26 to 30 throughout the year.

**Board Comments:** *Jim Whitlatch inquired:* what had been the amount paid out in 2022. *Hsiung Marler responded:* he did not have that information with him, but there had been approximately 28 mowing cycles. *Ellen Rodkey inquired:* when did the mowing season begin. *Hsiung Marler responded:* it depended on weather, but normally in April. *Israel Herrera inquired:* what happened if the work is unsatisfactory. *Hsiung Marler responded:* there were items built into the contract, certain criteria the vendor had to meet, if not met they could be held accountable. The contract would be extend through 2023, then the mowing project would go to bid for 2024.

*Jim Whitlatch* made a motion to approve the addendum to the Green Dragon Lawncare contract. *Israel Herrera* seconded the motion. Vote taken: motion unanimously carried 3-0.

### **C-4. Review/Approval of Contract with Harrell-Fish Inc. for Preventative Maintenance at Switchyard**

*Hsiung Marler, Switchyard Park General Manager* in March of 2022, Bloomington Parks and Recreation Department entered into an agreement with Harrell-Fish Inc. for preventive maintenance of facilities at Switchyard Park. Both parties wished to extend the agreement through 2023, at the same rate and structure. Funding would be through Switchyard Park General Fund, in an amount not to exceed \$17,572. Staff recommends approval of the Addendum to the Harrell-Fish Inc. Contract.

**Board Comments:** *Ellen Rodkey inquired:* on the vendor's ability to manage the spray pad. *Hsiung Marler responded:* the startup and closing of the spray pad were critical times, the vendor had handled these well. Having HFI's assistance had been a tremendous help in operating the spray pad.

*Jim Whitlatch* made a motion to approve the addendum to the Harrell-Fish contract. *Israel Herrera* seconded the motion. Vote taken: motion unanimously carried 3-0.

### **C-5. Review/Approval of Golf Cart Lease Agreement with Midwest Golf & Turf - ClubCar**

*Satoshi Kido, Sports Division Director* to maintain a fleet of golf cars in good working condition, BPRD wished to enter into a Lease/Purchase Agreement with Midwest Golf & Turf – ClubCar. 75 golf cars and 2 service vehicles would be included in the four or five year lease/purchase agreement. The Controller's office would negotiate the lease terms. Midwest Golf & Turf – ClubCar came in with the lowest bid of \$254,527. Staff recommended approval of the agreement.

**Board Comments:** *Ellen Rodkey inquired:* if the agreement had the option to purchase. *Satoshi Kido responded:* that was correct. At the end of the contract the department would own the golf cars, and could use them as trade in. *Ellen Rodkey inquired:* had the department previously used Midwest Golf & Turf. *Satoshi Kido responded:* no, they would be a new vendor for the BPRD. *Jim Whitlatch inquired:* on the difference between the two bids. *Satoshi Kido responded:* golf car shortage, with a high demand. Golf had become very popular, and companies could ask high prices and find buyers. *Israel Herrera inquired:* BPRD would work with Midwest Golf for four or five years, then the process would start over. *Satoshi Kido responded:* that was correct.

*Jim Whitlatch* made a motion to approve the lease agreement with Midwest Golf & Turf-ClubCar. *Israel Herrera* seconded the motion. Vote taken: motion unanimously carried 3-0.

### **C-6. Review/Approval of Service Agreement with Bluestone Tree, LLC for Tree Removals and Pruning Services**

Haskell Smith, Urban Forester to prevent undue harm or property damage, BPRD wished to have the ability to expedite services for time-sensitive hazardous trees and limb removal. Staff recommended approval of the contract with Bluestone Tree, LLS for tree removal and pruning services. Funding source would be Urban Forestry General Fund, in an amount not to exceed \$18,000.

**Board Comments:** *Ellen Rodkey inquired:* if more trees had been removed in 2022 compared to previous years. *Haskell Smith responded:* an average amount had been removed. Some years had been higher due to the Emerald Ash Boar. The numbered removed had started to tail off. *Jim Whitlatch inquired:* how was it determined is a tree was hazardous. *Haskell Smith responded:* BPRD receives U-Reports, and he was often in the field, and was Indiana State Arborist Risk Assessment Qualified.

*Jim Whitlatch* made a motion to approve the contract with Bluestone Tree, LLC. *Israel Herrera seconded* the motion. Vote taken: motion unanimously carried 3-0.

### **C-7. Review/Approval of MOU with Duke Energy for Reliability Project**

Tim Street, Operations and Development Division Director Staff recommended approval of a MOU with Duke Energy Incorporated for the upcoming phase of the “Duke Reliability Project” that would connect the transmission lines between the substation on Rogers across from Switchyard Park to the substation at 11<sup>th</sup> and Fairview. Duke Energy agreed to compensate the City \$49,000 for the loss of approximately 126 city-owned street trees. The funds would be used for street trees with a priority focus on replanting as many as possible along the corridor after the conclusion of the project. The MOU additionally outlined steps Duke Energy would take to coordinate with the City, including the Board of Park Commissioners and Board of Public Works, for closures and other impacts

**Board Comments:** *Ellen Rodkey inquired:* if BPRD had provided the estimated cost of tree replacement. *Tim Street responded:* yes, the Urban Forester had worked with Duke to identify which trees would be removed. The value of the trees had been determined by type and the diameter of the trees. *Jim Whitlatch inquired:* who would be responsible for the planting of the replacement trees. *Tim Street responded:* that would fall under the responsibilities of the Urban Forester. It would be determined at a later date if the project would be done in-hours or contracted out.

*Jim Whitlatch* made a motion to approve the MOU with Duke Energy for the Reliability Project. *Israel Herrera seconded* the motion. Vote taken: motion unanimously carried 3-0.

### **C-8. Review/Approval of 2023 Contract with Marshall Security for Security Services at Various Park Properties**

Tim Street, Operations and Development Director BPRD wished to continue to provide professional security services in parks and along trails. Vendor would provide one unarmed uniformed security office to patrol Switchyard Park daily from 5pm to 10pm and 2am to 5am. Vendor would provide one unarmed uniformed security officer to patrol identified parks and trails daily from 6am to 10pm. Vendor would provide two unarmed uniformed security officers to patrol together identified parks and trails from 10pm to 2am. Staff recommended approval of the contract with Marshalls Security Service. Funding source would be from Operations and Switchyard Parks General Funds, in an amount not to exceed \$297,840.

**Board Comments:** *Ellen Rodkey inquired:* if BPRD relied on the Bloomington Policy Department (BPD) during holidays, when security services did not patrol the sites. *Tim Street responded:* yes, that was correct. *Israel Herrera inquired:* if any changes had been made from last year. *Tim Street responded:* the times, locations and coverage were very similar to 2022. The only difference was the way Operations and Switchyard Park were working together on the project.

*Jim Whitlatch* made a motion to approve the contract with Marshall Security. *Israel Herrera seconded* the motion. Vote taken: motion unanimously carried 3-0.

## **D. REPORTS**

### **D-1. Operations Division**

Tim Street, Operations and Development Director provided an update on the Bicentennial Gateway design. Due to COVID the Bicentennial Gateway project had been put on hold. Rundell Ernstberger & Associates (REA) had recently submitted two ideas for the gateway sites: Arlington Pedestrian Bridge and the northern tip at Millers Showers Park. Designs included aesthetic, safety, cost and maintenance perspectives.

*Kevin Sweetland, Designer Rundell Ernstberger & Associates* gave an overview of the two designs. The proposal for the North Gateway site:

- Located in northern tip of Millers Showers Park
- Remove invasive trees
- Extend sidewalks
- Plant street trees along portions of the sidewalks
- Rebuild the traffic island on the south side of the plan
- Main element would be an internally lit perforated corten steel monolith
- The stand-out polished aluminum lettering “BLOOMINGTON” would be on the monolith
- Integrated limestone blocks and landscape elements would be at the base of the monolith

The proposal for the Arlington Pedestrian Bridge:

- The bridge spanned the bypass at Arlington Elementary School
- Landscaping would be on either side of the bridge to bookend the sign
- Landscaping would be 100% native plants, variety of trees, shrubs, grass and perennials
- Indiana Department of Transportation (INDOT) would have input on the project
- Limestone boulders and stone were proposed at the foot of the bridge
- Lettering “BLOOMINGTON” would be affixed to the existing chain length structure
- The letters would have some depth to them, boxed on the inside of the structure which would house lighting and electrical elements. A corten steel plate on the outside of the chain length structure.
- The letters would be outlined in a thin ribbon of light to show up at night

**Board Comments:** *Jim Whitlatch inquired:* how did the patina of corten steel change over time. *Kevin Sweetland responded:* there would not be much change, corten steel had a reddish color. *Jim Whitlatch inquired:* would the structural condition of Arlington Pedestrian Bridge be able to support the sign. *Kevin Sweetland responded:* the project was currently in the schematic design phase, the next step would be design development and construction documents. Structural analysis would be done during that phase. The plan did not include replacement of the fencing. If necessary, that would be considered at a later date. *Ellen Rodkey inquired:* whose jurisdiction was the bridge under. *Kevin Sweetland responded:* INDOT. *Ellen Rodkey inquired:* if INDOT could say no to the project. *Kevin Sweetland responded:* INDOT supported the project, and there was good working relationship with INDOT. If a structural issue was discovered with the bridge, INDOT could say no. *Jim Whitlatch inquired:* at one point four Gateway sites had been discussed, but due to budgets only two could be done, and it was determined these were the two best sites. *Paula McDevitt responded:* that was correct. *Israel Herrera inquired:* if the sign would be seen from only one side of the bridge. *Kevin Sweetland responded:* the sign would be located on the west side of the bridge, and would only be seen coming from that direction. *Israel Herrera inquired:* on the difference in the lighting between the two sites. *Kevin Sweetland responded:* the difference was scale. Color changing LED lights could be installed. Color would not change from moment to moment, but could be programmed. *Israel Herrera inquired:* there would be the possibility of changing colors for a national event. *Kevin Sweetland responded:* that could be a possibility. *Israel Herrera inquired:* who would be responsible for making that decision. *Kevin Sweetland responded:* that would be up to the Parks Department or other City officials. *Paula McDevitt responded:* that had been done at other locations in the city. The controls would be handled through Parks. *Ellen Rodkey inquired:* what could be expected after the public comment period. *Tim Street responded:* public feedback would go through early January. Information received would be compiled and sent to REA. In early 2023, the project would move into the design development and construction document phase, working towards a bid.

- D-2. Recreation Division - none
- D-3. Sports Division - none
- D-4. Administration Division - none

## E. PUBLIC HEARINGS/APPEARANCES

E-1. Public Comment

### ADJOURNMENT

Meeting adjourned at 4:52pm.

Respectfully Submitted,



Kim Clapp,  
Secretary Board of Park Commissioner

## REGISTER OF PAYROLL CLAIMS

Board: Parks & Recreation

Date:	Type of Claim	FUND	Description	Bank Transfer	Amount
12/16/2022	Payroll				154,570.56
					154,570.56

### ALLOWANCE OF CLAIMS

We have examined the claims listed on the foregoing register of claims, consisting of 1  
claim, and except for the claims not allowed as shown on the register, such claims are hereby allowed in the  
total amount of \$ 154,570.56

Dated this \_\_\_\_\_ day of \_\_\_\_\_ year of 20\_\_\_\_\_.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

I hereby certify that each of the above listed voucher(s) or bill(s) is (are) true and correct and I have audited same in accordance with IC 5-11-10-1.6.

Fiscal Officer \_\_\_\_\_

## REGISTER OF PAYROLL CLAIMS

Board: Parks & Recreation

Date:	Type of Claim	FUND	Description	Bank Transfer	Amount
12/30/2022	Payroll				124,325.13
					.
					<u>124,325.13</u>

### ALLOWANCE OF CLAIMS

We have examined the claims listed on the foregoing register of claims, consisting of 1  
claim, and except for the claims not allowed as shown on the register, such claims are hereby allowed in the  
total amount of \$ 124,325.13

Dated this \_\_\_\_\_ day of \_\_\_\_\_ year of 20\_\_\_\_\_.

\_\_\_\_\_  
\_\_\_\_\_

I hereby certify that each of the above listed voucher(s) or bill(s) is (are) true and correct and I have audited same in accordance with IC 5-11-10-1.6.

Fiscal Officer \_\_\_\_\_

## REGISTER OF PAYROLL CLAIMS

Board: Parks & Recreation

Date:	Type of Claim	FUND	Description	Bank Transfer	Amount
1/13/2023	Payroll				152,831.52
					.
					152,831.52

### ALLOWANCE OF CLAIMS

We have examined the claims listed on the foregoing register of claims, consisting of 1  
claim, and except for the claims not allowed as shown on the register, such claims are hereby allowed in the  
total amount of \$ 152,831.52

**Dated this** \_\_\_\_\_ **day of** \_\_\_\_\_ **year of 20**\_\_\_\_\_.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

I hereby certify that each of the above listed voucher(s) or bill(s) is (are) true and correct and I have audited same in accordance with IC 5-11-10-1.6.

Fiscal Officer \_\_\_\_\_



# Board of Park Commissioners Claim Register

Invoice Date Range 12/24/22 - 01/20/23

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
<b>Fund 176 - ARPA Local Fiscal Recvry (S9512)</b>										
Department <b>18 - Parks &amp; Recreation</b>										
Program <b>G21005 - ARPA COVID Local Fiscal Recovery</b>										
Account <b>53990 - Other Services and Charges</b>										
6330 - Marshall Security LLC	2638	18-Security Services B-Line - 12/1/22-12/15/22	Paid by EFT # 50619		01/10/2023	01/10/2023	01/20/2023		01/20/2023	2,070.00
6330 - Marshall Security LLC	2649	18-Security Services (B-Line)-12/15-12/31/2022-cr overbill 2638	Paid by EFT # 50619		01/10/2023	01/10/2023	01/20/2023		01/20/2023	258.12
20275 - The Travelers Indemnity	FSL4127	18-Payment on vehicle accident claim-12/20/2021	Paid by Check # 76637		01/10/2023	01/10/2023	01/20/2023		01/20/2023	3,445.00
							Account <b>53990 - Other Services and Charges</b> Totals	Invoice Transactions	3	\$5,773.12
							Program <b>G21005 - ARPA COVID Local Fiscal Recovery</b> Totals	Invoice Transactions	3	\$5,773.12
							Department <b>18 - Parks &amp; Recreation</b> Totals	Invoice Transactions	3	\$5,773.12
							Fund <b>176 - ARPA Local Fiscal Recvry (S9512)</b> Totals	Invoice Transactions	3	\$5,773.12
<b>Fund 200 - Parks and Recreation Gen (S1301)</b>										
Department <b>18 - Parks &amp; Recreation</b>										
Program <b>181000 - Administration</b>										
Account <b>53210 - Telephone</b>										
1079 - AT&T	812349370012-22	18- AT&T Landlines 11/20-12/19/22	Paid by Check # 76592		12/28/2022	12/28/2022	12/28/2022		12/28/2022	2,145.90
							Account <b>53210 - Telephone</b> Totals	Invoice Transactions	1	\$2,145.90
Account <b>53410 - Liability / Casualty Premiums</b>										
19618 - ONI Risk Partners, INC, DBA EPIC Insurance Midwest	314555	12-Property Insurance Premium 01/01/23-01/01/24	Edit		01/12/2023	01/12/2023	01/12/2023			79,779.13
							Account <b>53410 - Liability / Casualty Premiums</b> Totals	Invoice Transactions	1	\$79,779.13
							Program <b>181000 - Administration</b> Totals	Invoice Transactions	2	\$81,925.03
Program <b>181001 - Health &amp; Wellness</b>										
Account <b>52420 - Other Supplies</b>										
6100 - Boxwood Technology, INC	3996900	18- Job announcement for Health and Wellness Coordinator	Paid by EFT # 50519		01/10/2023	01/10/2023	01/20/2023		01/20/2023	124.00
							Account <b>52420 - Other Supplies</b> Totals	Invoice Transactions	1	\$124.00
							Program <b>181001 - Health &amp; Wellness</b> Totals	Invoice Transactions	1	\$124.00
Program <b>181100 - Marketing</b>										
Account <b>53310 - Printing</b>										
53125 - Mr. Copy, INC	36335	18-staff award certificates	Paid by EFT # 50627		01/10/2023	01/10/2023	01/20/2023		01/20/2023	28.08



# Board of Park Commissioners Claim Register

Invoice Date Range 12/24/22 - 01/20/23

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund <b>200 - Parks and Recreation Gen (S1301)</b>										
Department <b>18 - Parks &amp; Recreation</b>										
Program <b>181100 - Marketing</b>										
Account <b>53310 - Printing</b>										
6775 - The Jackson Group Corporation	078807694	18-Winter Spring 2023 Program Guide	Paid by EFT # 50692		01/10/2023	01/10/2023	01/20/2023		01/20/2023	28,497.00
							Account <b>53310 - Printing</b> Totals		Invoice Transactions 2	<u>\$28,525.08</u>
Account <b>53320 - Advertising</b>										
6891 - Gatehouse Media Indiana Holdings	0005169942	18-December 2022 display ads and classifieds	Paid by EFT # 50562		01/10/2023	01/10/2023	01/20/2023		01/20/2023	1,171.30
6580 - Sound Management, LLC (WBWB/WHCC)	IN-1221236465	18-30-sec spots for Winter Lights Dec Nights on WBWB	Paid by EFT # 50673		01/10/2023	01/10/2023	01/20/2023		01/20/2023	184.00
6580 - Sound Management, LLC (WBWB/WHCC)	IN-1221236591	18-30-sec spots for Holiday Public Skating on WHCC	Paid by EFT # 50673		01/10/2023	01/10/2023	01/20/2023		01/20/2023	500.00
6580 - Sound Management, LLC (WBWB/WHCC)	IN-1221236467	18-30-sec spots for Winter Lights Dec Nights on WHCC	Paid by EFT # 50673		01/10/2023	01/10/2023	01/20/2023		01/20/2023	184.00
6580 - Sound Management, LLC (WBWB/WHCC)	IN-1221236518	18-30-sec spots for Holiday Public Skating on WBWB	Paid by EFT # 50673		01/10/2023	01/10/2023	01/20/2023		01/20/2023	500.00
							Account <b>53320 - Advertising</b> Totals		Invoice Transactions 5	<u>\$2,539.30</u>
Account <b>53910 - Dues and Subscriptions</b>										
4225 - REACH Sports Marketing Group, INC	84187	18-annual REACH player renewal for Twin Lakes Rec Center	Paid by EFT # 50655		01/10/2023	01/10/2023	01/20/2023		01/20/2023	588.00
							Account <b>53910 - Dues and Subscriptions</b> Totals		Invoice Transactions 1	<u>\$588.00</u>
Account <b>53990 - Other Services and Charges</b>										
7815 - A&M Graphics (Baugh Fine Print and Mailing)	29516	18-Winter Spring 2023 Program Guide mailing	Paid by EFT # 50499		01/10/2023	01/10/2023	01/20/2023		01/20/2023	1,259.92
							Account <b>53990 - Other Services and Charges</b> Totals		Invoice Transactions 1	<u>\$1,259.92</u>
							Program <b>181100 - Marketing</b> Totals		Invoice Transactions 9	<u>\$32,912.30</u>
Program <b>182001 - Aquatics - Bryan Pool</b>										
Account <b>53510 - Electrical Services</b>										
223 - Duke Energy	9300000222331222	18-Parks Electrical Charges Nov/Dec 2022	Paid by Check # 76601		12/29/2022	12/29/2022	12/29/2022		12/29/2022	443.25
							Account <b>53510 - Electrical Services</b> Totals		Invoice Transactions 1	<u>\$443.25</u>





# Board of Park Commissioners Claim Register

Invoice Date Range 12/24/22 - 01/20/23

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
<b>Fund 200 - Parks and Recreation Gen (S1301)</b>										
Department <b>18 - Parks &amp; Recreation</b>										
Program <b>182001 - Aquatics - Bryan Pool</b>										
Account <b>53530 - Water and Sewer</b>										
208 - City Of Bloomington Utilities	14187-001 1222	18-Water Sewer Charges December 2022	Paid by Check # 76608		01/11/2023	01/11/2023	01/11/2023		01/11/2023	254.72
							Account <b>53530 - Water and Sewer</b> Totals		Invoice Transactions 1	<u>\$254.72</u>
							Program <b>182001 - Aquatics - Bryan Pool</b> Totals		Invoice Transactions 2	<u>\$697.97</u>
Program <b>182002 - Aquatics - Mills Pool</b>										
Account <b>53510 - Electrical Services</b>										
223 - Duke Energy	9300000222331 222	18-Parks Electrical Charges Nov/Dec 2022	Paid by Check # 76601		12/29/2022	12/29/2022	12/29/2022		12/29/2022	21.26
							Account <b>53510 - Electrical Services</b> Totals		Invoice Transactions 1	<u>\$21.26</u>
Account <b>53530 - Water and Sewer</b>										
208 - City Of Bloomington Utilities	14187-001 1222	18-Water Sewer Charges December 2022	Paid by Check # 76608		01/11/2023	01/11/2023	01/11/2023		01/11/2023	90.40
							Account <b>53530 - Water and Sewer</b> Totals		Invoice Transactions 1	<u>\$90.40</u>
Account <b>53540 - Natural Gas</b>										
222 - Indiana Gas Co. INC (CenterPoint Energy) (Vectren)	5240848901092 3	18-Natural Gas Mills-12/1/22-1/03/23	Paid by Check # 76611		01/11/2023	01/11/2023	01/11/2023		01/11/2023	48.77
							Account <b>53540 - Natural Gas</b> Totals		Invoice Transactions 1	<u>\$48.77</u>
							Program <b>182002 - Aquatics - Mills Pool</b> Totals		Invoice Transactions 3	<u>\$160.43</u>
Program <b>182500 - Frank Southern Center</b>										
Account <b>52210 - Institutional Supplies</b>										
7663 - HB Warehouse LLC (Resource Services)	3682	18-FSC Waterless Urinal Trap Cleaner	Paid by EFT # 50572		01/10/2023	01/10/2023	01/20/2023		01/20/2023	69.24
							Account <b>52210 - Institutional Supplies</b> Totals		Invoice Transactions 1	<u>\$69.24</u>
Account <b>52240 - Fuel and Oil</b>										
2708 - AmeriGas Propane, LP	3144231782	18-FSC Propane for Zamboni	Paid by EFT # 50503		01/10/2023	01/10/2023	01/20/2023		01/20/2023	128.91
2708 - AmeriGas Propane, LP	3144453471	18-FSC Propane for Zamboni	Paid by EFT # 50503		01/10/2023	01/10/2023	01/20/2023		01/20/2023	142.39
2708 - AmeriGas Propane, LP	3144704064	18-FSC Propane for Zamboni	Paid by EFT # 50503		01/10/2023	01/10/2023	01/20/2023		01/20/2023	87.29
2708 - AmeriGas Propane, LP	3145334034	18-FSC Propane for Zamboni	Paid by EFT # 50503		01/10/2023	01/10/2023	01/20/2023		01/20/2023	135.44
							Account <b>52240 - Fuel and Oil</b> Totals		Invoice Transactions 4	<u>\$494.03</u>



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Invoice Date Range 12/24/22 - 01/20/23

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund <b>200 - Parks and Recreation Gen (S1301)</b>										
Department <b>18 - Parks &amp; Recreation</b>										
Program <b>182500 - Frank Southern Center</b>										
Account <b>53510 - Electrical Services</b>										
223 - Duke Energy	9300000222331222	18-Parks Electrical Charges Nov/Dec 2022	Paid by Check # 76601		12/29/2022	12/29/2022	12/29/2022		12/29/2022	12,066.45
								Account <b>53510 - Electrical Services</b> Totals	Invoice Transactions 1	<u>\$12,066.45</u>
Account <b>53530 - Water and Sewer</b>										
208 - City Of Bloomington Utilities	14187-0011222	18-Water Sewer Charges December 2022	Paid by Check # 76608		01/11/2023	01/11/2023	01/11/2023		01/11/2023	1,345.85
								Account <b>53530 - Water and Sewer</b> Totals	Invoice Transactions 1	<u>\$1,345.85</u>
Account <b>53650 - Other Repairs</b>										
4283 - Accurate Cutting Technologies, INC	63865	18-FSC Zam blades sharpening	Paid by EFT # 50500		01/10/2023	01/10/2023	01/20/2023		01/20/2023	70.40
4283 - Accurate Cutting Technologies, INC	63930	18-FSC Zam blades sharpening	Paid by EFT # 50500		01/10/2023	01/10/2023	01/20/2023		01/20/2023	70.40
								Account <b>53650 - Other Repairs</b> Totals	Invoice Transactions 2	<u>\$140.80</u>
Account <b>53910 - Dues and Subscriptions</b>										
4170 - Comcast Cable Communications, INC	1190548452121322	18-cable service for FSC-12/27/22-1/26/23	Paid by Check # 76604		01/04/2023	01/04/2023	01/04/2023		01/04/2023	123.83
								Account <b>53910 - Dues and Subscriptions</b> Totals	Invoice Transactions 1	<u>\$123.83</u>
Account <b>53920 - Laundry and Other Sanitation Services</b>										
6279 - Destiny Easton (I Shine Cleaning, LLC)	5739	18-FSC Lobby, Front Bathrooms Dec 2022	Paid by EFT # 50545		01/10/2023	01/10/2023	01/20/2023		01/20/2023	100.00
53657 - Plymate, INC	3141871	18-FSC Entry Way Rug Cleaning Service-12/7/22	Paid by EFT # 50646		01/10/2023	01/10/2023	01/20/2023		01/20/2023	77.21
53657 - Plymate, INC	3145088	18-FSC Entry Way Rug Cleaning Service 12-21-22	Paid by EFT # 50646		01/10/2023	01/10/2023	01/20/2023		01/20/2023	77.21
53657 - Plymate, INC	3126000	18-FSC Entry Way Rug Cleaning Service 9-28-22	Paid by EFT # 50646		01/10/2023	01/10/2023	01/20/2023		01/20/2023	75.41
53657 - Plymate, INC	3148258	18-FSC Entry Way Rug Cleaning Service 1-4-2023	Paid by EFT # 50646		01/10/2023	01/10/2023	01/20/2023		01/20/2023	77.21
								Account <b>53920 - Laundry and Other Sanitation Services</b> Totals	Invoice Transactions 5	<u>\$407.04</u>
Account <b>53950 - Landfill</b>										
2260 - Republic Services, INC	0694-003051599	18-Landfill-FSC-January 2023	Paid by EFT # 50470		12/28/2022	12/28/2022	12/28/2022		12/28/2022	184.25
								Account <b>53950 - Landfill</b> Totals	Invoice Transactions 1	<u>\$184.25</u>
								Program <b>182500 - Frank Southern Center</b> Totals	Invoice Transactions 16	<u>\$14,831.49</u>



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Invoice Date Range 12/24/22 - 01/20/23

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund <b>200 - Parks and Recreation Gen (S1301)</b>										
Department <b>18 - Parks &amp; Recreation</b>										
Program <b>183500 - Golf Services</b>										
Account <b>53510 - Electrical Services</b>										
223 - Duke Energy	930000222331 222	18-Parks Electrical Charges Nov/Dec 2022	Paid by Check # 76601		12/29/2022	12/29/2022	12/29/2022		12/29/2022	895.96
								Account <b>53510 - Electrical Services</b> Totals	Invoice Transactions 1	<u>\$895.96</u>
Account <b>53530 - Water and Sewer</b>										
208 - City Of Bloomington Utilities	4159-001 1222	18-Water Sewer Charges December 2022	Paid by Check # 76608		01/11/2023	01/11/2023	01/11/2023		01/11/2023	1,918.60
208 - City Of Bloomington Utilities	14187-001 1222	18-Water Sewer Charges December 2022	Paid by Check # 76608		01/11/2023	01/11/2023	01/11/2023		01/11/2023	2,262.37
								Account <b>53530 - Water and Sewer</b> Totals	Invoice Transactions 2	<u>\$4,180.97</u>
Account <b>53540 - Natural Gas</b>										
222 - Indiana Gas Co. INC (CenterPoint Energy) (Vectren)	5462551301092 3	18-Natural Gas Cascades Golf - 12/01/22-01/03/23	Paid by Check # 76611		01/11/2023	01/11/2023	01/11/2023		01/11/2023	96.12
								Account <b>53540 - Natural Gas</b> Totals	Invoice Transactions 1	<u>\$96.12</u>
Account <b>53910 - Dues and Subscriptions</b>										
4170 - Comcast Cable Communications, INC	1190943794010 223	18-cable service for Cascades Golf Course- 1/6-02/5/23	Paid by Check # 76609		01/11/2023	01/11/2023	01/11/2023		01/11/2023	211.35
								Account <b>53910 - Dues and Subscriptions</b> Totals	Invoice Transactions 1	<u>\$211.35</u>
Account <b>53950 - Landfill</b>										
2260 - Republic Services, INC	0694- 003050360	18-Landfill-Golf Course Clubhouse-January 2023	Paid by EFT # 50470		12/28/2022	12/28/2022	12/28/2022		12/28/2022	434.25
								Account <b>53950 - Landfill</b> Totals	Invoice Transactions 1	<u>\$434.25</u>
								Program <b>183500 - Golf Services</b> Totals	Invoice Transactions 6	<u>\$5,818.65</u>
Program <b>184000 - Natural Resources</b>										
Account <b>53160 - Instruction</b>										
7284 - Rebecca Jania	NAICONF- 12/2022	18-Travel Reimbursement NAI Conf Dayton Ohio	Paid by EFT # 50598		01/10/2023	01/10/2023	01/20/2023		01/20/2023	80.94
								Account <b>53160 - Instruction</b> Totals	Invoice Transactions 1	<u>\$80.94</u>
Account <b>53230 - Travel</b>										
7284 - Rebecca Jania	NAICONF- 12/2022	18-Travel Reimbursement NAI Conf Dayton Ohio	Paid by EFT # 50598		01/10/2023	01/10/2023	01/20/2023		01/20/2023	371.60
								Account <b>53230 - Travel</b> Totals	Invoice Transactions 1	<u>\$371.60</u>



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Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
<b>Fund 200 - Parks and Recreation Gen (S1301)</b>										
Department <b>18 - Parks &amp; Recreation</b>										
Program <b>184000 - Natural Resources</b>										
Account <b>53510 - Electrical Services</b>										
223 - Duke Energy	9300000222331 222	18-Parks Electrical Charges Nov/Dec 2022	Paid by Check # 76601		12/29/2022	12/29/2022	12/29/2022		12/29/2022	45.84
							Account <b>53510 - Electrical Services</b> Totals		Invoice Transactions 1	<u>45.84</u>
Account <b>53910 - Dues and Subscriptions</b>										
204 - State Of Indiana	2023 Permit	18- Aquatic Vegetation Control Permit for Griffy Lake - 2023	Paid by Check # 76635		01/10/2023	01/10/2023	01/20/2023		01/20/2023	20.00
							Account <b>53910 - Dues and Subscriptions</b> Totals		Invoice Transactions 1	<u>20.00</u>
							Program <b>184000 - Natural Resources</b> Totals		Invoice Transactions 4	<u>518.38</u>
Program <b>184500 - Youth Services -Juke Box</b>										
Account <b>53510 - Electrical Services</b>										
223 - Duke Energy	9300000222331 222	18-Parks Electrical Charges Nov/Dec 2022	Paid by Check # 76601		12/29/2022	12/29/2022	12/29/2022		12/29/2022	297.67
							Account <b>53510 - Electrical Services</b> Totals		Invoice Transactions 1	<u>297.67</u>
							Program <b>184500 - Youth Services -Juke Box</b> Totals		Invoice Transactions 1	<u>297.67</u>
Program <b>186500 - Community Events</b>										
Account <b>52420 - Other Supplies</b>										
394 - Kleindorfer Hardware & Variety	747461	18-3 keys copied	Paid by EFT # 50608		01/10/2023	01/10/2023	01/20/2023		01/20/2023	9.00
							Account <b>52420 - Other Supplies</b> Totals		Invoice Transactions 1	<u>9.00</u>
Account <b>53910 - Dues and Subscriptions</b>										
5228 - American Society of Composers, Authors & Publisher	500754550 2023	18- Music License 2023	Paid by EFT # 50502		01/10/2023	01/10/2023	01/20/2023		01/20/2023	1,008.00
							Account <b>53910 - Dues and Subscriptions</b> Totals		Invoice Transactions 1	<u>1,008.00</u>
							Program <b>186500 - Community Events</b> Totals		Invoice Transactions 2	<u>1,017.00</u>
Program <b>187001 - Adult Sports-Softball</b>										
Account <b>53510 - Electrical Services</b>										
223 - Duke Energy	9300000222331 222	18-Parks Electrical Charges Nov/Dec 2022	Paid by Check # 76601		12/29/2022	12/29/2022	12/29/2022		12/29/2022	2,303.67
							Account <b>53510 - Electrical Services</b> Totals		Invoice Transactions 1	<u>2,303.67</u>
Account <b>53530 - Water and Sewer</b>										
208 - City Of Bloomington Utilities	4159-001 1222	18-Water Sewer Charges December 2022	Paid by Check # 76608		01/11/2023	01/11/2023	01/11/2023		01/11/2023	25.15



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Invoice Date Range 12/24/22 - 01/20/23

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount	
Fund <b>200 - Parks and Recreation Gen (S1301)</b>											
Department <b>18 - Parks &amp; Recreation</b>											
Program <b>187001 - Adult Sports-Softball</b>											
Account <b>53530 - Water and Sewer</b>											
208 - City Of Bloomington Utilities	14187-001 1222	18-Water Sewer Charges December 2022	Paid by Check # 76608		01/11/2023	01/11/2023	01/11/2023		01/11/2023	894.70	
									Account <b>53530 - Water and Sewer</b> Totals	Invoice Transactions 2	<u>\$919.85</u>
Account <b>53950 - Landfill</b>											
2260 - Republic Services, INC	0694- 003051610	18-Landfill-TLSP- January 2023	Paid by EFT # 50470		12/28/2022	12/28/2022	12/28/2022		12/28/2022	394.42	
									Account <b>53950 - Landfill</b> Totals	Invoice Transactions 1	<u>\$394.42</u>
									Program <b>187001 - Adult Sports-Softball</b> Totals	Invoice Transactions 4	<u>\$3,617.94</u>
Program <b>187202 - Youth Sports-Winslow</b>											
Account <b>53510 - Electrical Services</b>											
223 - Duke Energy	9300000222331 222	18-Parks Electrical Charges Nov/Dec 2022	Paid by Check # 76601		12/29/2022	12/29/2022	12/29/2022		12/29/2022	748.36	
									Account <b>53510 - Electrical Services</b> Totals	Invoice Transactions 1	<u>\$748.36</u>
Account <b>53530 - Water and Sewer</b>											
208 - City Of Bloomington Utilities	4159-001 1222	18-Water Sewer Charges December 2022	Paid by Check # 76608		01/11/2023	01/11/2023	01/11/2023		01/11/2023	1,297.25	
									Account <b>53530 - Water and Sewer</b> Totals	Invoice Transactions 1	<u>\$1,297.25</u>
Account <b>53950 - Landfill</b>											
2260 - Republic Services, INC	0694- 003060092	18-Landfill January 2023 - Winslow	Paid by EFT # 50488		01/11/2023	01/11/2023	01/11/2023		01/11/2023	382.87	
									Account <b>53950 - Landfill</b> Totals	Invoice Transactions 1	<u>\$382.87</u>
									Program <b>187202 - Youth Sports-Winslow</b> Totals	Invoice Transactions 3	<u>\$2,428.48</u>
Program <b>187208 - Youth Sports-Olcott</b>											
Account <b>53510 - Electrical Services</b>											
223 - Duke Energy	9300000222331 222	18-Parks Electrical Charges Nov/Dec 2022	Paid by Check # 76601		12/29/2022	12/29/2022	12/29/2022		12/29/2022	163.19	
									Account <b>53510 - Electrical Services</b> Totals	Invoice Transactions 1	<u>\$163.19</u>
Account <b>53530 - Water and Sewer</b>											
208 - City Of Bloomington Utilities	14187-001 1222	18-Water Sewer Charges December 2022	Paid by Check # 76608		01/11/2023	01/11/2023	01/11/2023		01/11/2023	506.54	
									Account <b>53530 - Water and Sewer</b> Totals	Invoice Transactions 1	<u>\$506.54</u>
									Program <b>187208 - Youth Sports-Olcott</b> Totals	Invoice Transactions 2	<u>\$669.73</u>



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Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund <b>200 - Parks and Recreation Gen (S1301)</b>										
Department <b>18 - Parks &amp; Recreation</b>										
Program <b>187500 - Banneker</b>										
Account <b>53530 - Water and Sewer</b>										
208 - City Of Bloomington Utilities	4159-001 1222	18-Water Sewer Charges December 2022	Paid by Check # 76608		01/11/2023	01/11/2023	01/11/2023		01/11/2023	152.86
								Account <b>53530 - Water and Sewer</b> Totals	Invoice Transactions 1	<u>\$152.86</u>
Account <b>53540 - Natural Gas</b>										
222 - Indiana Gas Co. INC (CenterPoint Energy) (Vectren)	5074500601092 3	18-Natural Gas Charges Banneker - 12/01/22-01/03/23	Paid by Check # 76611		01/11/2023	01/11/2023	01/11/2023		01/11/2023	418.08
								Account <b>53540 - Natural Gas</b> Totals	Invoice Transactions 1	<u>\$418.08</u>
Account <b>53610 - Building Repairs</b>										
3560 - First Financial Bank / Credit Cards	336540	18- Homeland Security Permits Elevator Banneker	Paid by Check # 76617		01/10/2023	01/10/2023	01/20/2023		01/20/2023	131.32
								Account <b>53610 - Building Repairs</b> Totals	Invoice Transactions 1	<u>\$131.32</u>
								Program <b>187500 - Banneker</b> Totals	Invoice Transactions 3	<u>\$702.26</u>
Program <b>189000 - Operations</b>										
Account <b>52220 - Agricultural Supplies</b>										
394 - Kleindorfer Hardware & Variety	750863	18-50# ice melt	Paid by EFT # 50608		01/10/2023	01/10/2023	01/20/2023		01/20/2023	179.90
								Account <b>52220 - Agricultural Supplies</b> Totals	Invoice Transactions 1	<u>\$179.90</u>
Account <b>52310 - Building Materials and Supplies</b>										
334 - Irving Materials, INC	11238703	18-concrete - Griffy Lake	Paid by EFT # 50594		01/10/2023	01/10/2023	01/20/2023		01/20/2023	402.00
								Account <b>52310 - Building Materials and Supplies</b> Totals	Invoice Transactions 1	<u>\$402.00</u>
Account <b>52430 - Uniforms and Tools</b>										
4574 - John Deere Financial f.s.b. (Rural King)	93180	18-Overalls for shop mechanic	Paid by Check # 76621		01/10/2023	01/10/2023	01/20/2023		01/20/2023	119.99
								Account <b>52430 - Uniforms and Tools</b> Totals	Invoice Transactions 1	<u>\$119.99</u>
Account <b>53130 - Medical</b>										
231 - IU Health OCC Health Services	00139285-00	18-M. Hollingsworth-DS DOT 5 Panel E Secreen-12/8/22	Paid by EFT # 50595		01/10/2023	01/10/2023	01/20/2023		01/20/2023	50.00
								Account <b>53130 - Medical</b> Totals	Invoice Transactions 1	<u>\$50.00</u>
Account <b>53510 - Electrical Services</b>										
223 - Duke Energy	9300000222331 222	18-Parks Electrical Charges Nov/Dec 2022	Paid by Check # 76601		12/29/2022	12/29/2022	12/29/2022		12/29/2022	3,356.54
								Account <b>53510 - Electrical Services</b> Totals	Invoice Transactions 1	<u>\$3,356.54</u>



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Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount	
<b>Fund 200 - Parks and Recreation Gen (S1301)</b>											
Department <b>18 - Parks &amp; Recreation</b>											
Program <b>189000 - Operations</b>											
Account <b>53530 - Water and Sewer</b>											
208 - City Of Bloomington Utilities	4159-001 1222	18-Water Sewer Charges December 2022	Paid by Check # 76608		01/11/2023	01/11/2023	01/11/2023		01/11/2023	1,142.30	
208 - City Of Bloomington Utilities	39530-002 1222	18-Water Sewer Charges December 2022	Paid by Check # 76608		01/11/2023	01/11/2023	01/11/2023		01/11/2023	182.36	
208 - City Of Bloomington Utilities	14187-001 1222	18-Water Sewer Charges December 2022	Paid by Check # 76608		01/11/2023	01/11/2023	01/11/2023		01/11/2023	1,768.83	
									Account <b>53530 - Water and Sewer</b> Totals	Invoice Transactions 3	\$3,093.49
Account <b>53540 - Natural Gas</b>											
222 - Indiana Gas Co. INC (CenterPoint Energy) (Vectren)	5240973201052 3	18-Natural Gas Ops - 11/29-12/29/22	Paid by Check # 76611		01/11/2023	01/11/2023	01/11/2023		01/11/2023	252.73	
									Account <b>53540 - Natural Gas</b> Totals	Invoice Transactions 1	\$252.73
Account <b>53920 - Laundry and Other Sanitation Services</b>											
19171 - Aramark Uniform & Career Apparel Group, INC	4080040119	18-Final weeks of service on floor mat service 12-14-22	Paid by EFT # 50504		01/10/2023	01/10/2023	01/20/2023		01/20/2023	35.00	
19171 - Aramark Uniform & Career Apparel Group, INC	4080041460	18-Final weeks of service on floor mat service 12-21-22	Paid by EFT # 50504		01/10/2023	01/10/2023	01/20/2023		01/20/2023	35.00	
19171 - Aramark Uniform & Career Apparel Group, INC	4080042477	18-Final weeks of service on floor mat service 12-28-22	Paid by EFT # 50504		01/10/2023	01/10/2023	01/20/2023		01/20/2023	35.00	
									Account <b>53920 - Laundry and Other Sanitation Services</b> Totals	Invoice Transactions 3	\$105.00
Account <b>53950 - Landfill</b>											
2260 - Republic Services, INC	0694-003060091	18-Landfill December 2022 - Ops Center	Paid by EFT # 50488		01/11/2023	01/11/2023	01/11/2023		01/11/2023	1,024.20	
									Account <b>53950 - Landfill</b> Totals	Invoice Transactions 1	\$1,024.20
Account <b>53990 - Other Services and Charges</b>											
5900 - VET Environmental Engineering, LLC	6231	18-Air quality testing @ SYP Maintenance Bldg.	Paid by EFT # 50702		01/10/2023	01/10/2023	01/20/2023		01/20/2023	3,572.10	
									Account <b>53990 - Other Services and Charges</b> Totals	Invoice Transactions 1	\$3,572.10
									Program <b>189000 - Operations</b> Totals	Invoice Transactions 14	\$12,155.95
Program <b>189006 - Switchyard Property</b>											
Account <b>52210 - Institutional Supplies</b>											
51857 - Flex-Pac, INC	I331877-02	18- SYP Institutional Supplies, batteries, disinfectant wipes,	Paid by Check # 76618		01/10/2023	01/10/2023	01/20/2023		01/20/2023	438.92	





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Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund <b>200 - Parks and Recreation Gen (S1301)</b>										
Department <b>18 - Parks &amp; Recreation</b>										
Program <b>189006 - Switchyard Property</b>										
Account <b>52210 - Institutional Supplies</b>										
51857 - Flex-Pac, INC	I331877-03	18 -SYP Institutional Supplies - wipes	Paid by Check # 76618		01/10/2023	01/10/2023	01/20/2023		01/20/2023	10.90
							Account <b>52210 - Institutional Supplies</b> Totals		Invoice Transactions 2	<u>\$449.82</u>
Account <b>52430 - Uniforms and Tools</b>										
798 - Winters Associates Promotional Products, INC	114655	18 -SYP Branded Staff Garments	Paid by EFT # 50708		01/10/2023	01/10/2023	01/20/2023		01/20/2023	605.63
							Account <b>52430 - Uniforms and Tools</b> Totals		Invoice Transactions 1	<u>\$605.63</u>
Account <b>53510 - Electrical Services</b>										
223 - Duke Energy	9300000222331222	18-Parks Electrical Charges Nov/Dec 2022	Paid by Check # 76601		12/29/2022	12/29/2022	12/29/2022		12/29/2022	3,455.50
							Account <b>53510 - Electrical Services</b> Totals		Invoice Transactions 1	<u>\$3,455.50</u>
Account <b>53610 - Building Repairs</b>										
321 - Harrell Fish, INC (HFI)	C012015	18 -SYP Preventative Maintenance (end of 2022)	Paid by EFT # 50571		01/10/2023	01/10/2023	01/20/2023		01/20/2023	8,811.11
321 - Harrell Fish, INC (HFI)	W85342	18- SYP Repair Main Domestic Pressure Regulating Valve	Paid by EFT # 50571		01/10/2023	01/10/2023	01/20/2023		01/20/2023	902.80
321 - Harrell Fish, INC (HFI)	W85542	18- SYP Pavilion Error Code E1 Thermostat	Paid by EFT # 50571		01/10/2023	01/10/2023	01/20/2023		01/20/2023	587.36
321 - Harrell Fish, INC (HFI)	W85600	18 -SYP Pavilion Heater Error Code E4, blow fuse	Paid by EFT # 50571		01/10/2023	01/10/2023	01/20/2023		01/20/2023	504.63
							Account <b>53610 - Building Repairs</b> Totals		Invoice Transactions 4	<u>\$10,805.90</u>
Account <b>53920 - Laundry and Other Sanitation Services</b>										
53657 - Plymate, INC	3146657	18 -SYP Vestibule Rug Service 12/28/22	Paid by EFT # 50646		01/10/2023	01/10/2023	01/20/2023		01/20/2023	114.33
							Account <b>53920 - Laundry and Other Sanitation Services</b> Totals		Invoice Transactions 1	<u>\$114.33</u>
Account <b>53950 - Landfill</b>										
2260 - Republic Services, INC	0694-003057222	18- SYP 8 Yard Dumpster - Dec 2022	Paid by EFT # 50488		01/11/2023	01/11/2023	01/11/2023		01/11/2023	175.00
							Account <b>53950 - Landfill</b> Totals		Invoice Transactions 1	<u>\$175.00</u>
							Program <b>189006 - Switchyard Property</b> Totals		Invoice Transactions 10	<u>\$15,606.18</u>
Program <b>189500 - Landscaping</b>										
Account <b>53530 - Water and Sewer</b>										
208 - City Of Bloomington Utilities	4159-001 1222	18-Water Sewer Charges December 2022	Paid by Check # 76608		01/11/2023	01/11/2023	01/11/2023		01/11/2023	152.60





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<b>Fund 200 - Parks and Recreation Gen (S1301)</b>										
Department <b>18 - Parks &amp; Recreation</b>										
Program <b>189500 - Landscaping</b>										
Account <b>53530 - Water and Sewer</b>										
208 - City Of Bloomington Utilities	41294-001 1222	18-Water Sewer Charges December 2022	Paid by Check # 76608		01/11/2023	01/11/2023	01/11/2023		01/11/2023	126.28
208 - City Of Bloomington Utilities	14187-001 1222	18-Water Sewer Charges December 2022	Paid by Check # 76608		01/11/2023	01/11/2023	01/11/2023		01/11/2023	97.24
							Account <b>53530 - Water and Sewer</b> Totals		Invoice Transactions 3	\$376.12
Account <b>53990 - Other Services and Charges</b>										
121 - Eco Logic, LLC	5219	18 - LAND Wetland monitoring at SYP	Paid by EFT # 50546		01/10/2023	01/10/2023	01/20/2023		01/20/2023	9,148.00
							Account <b>53990 - Other Services and Charges</b> Totals		Invoice Transactions 1	\$9,148.00
							Program <b>189500 - Landscaping</b> Totals		Invoice Transactions 4	\$9,524.12
Program <b>189501 - Cemeteries</b>										
Account <b>52420 - Other Supplies</b>										
394 - Kleindorfer Hardware & Variety	740237	18-flare cap, pipe cap	Paid by EFT # 50608		01/10/2023	01/10/2023	01/20/2023		01/20/2023	3.48
							Account <b>52420 - Other Supplies</b> Totals		Invoice Transactions 1	\$3.48
Account <b>53510 - Electrical Services</b>										
223 - Duke Energy	9300000222331 222	18-Parks Electrical Charges Nov/Dec 2022	Paid by Check # 76601		12/29/2022	12/29/2022	12/29/2022		12/29/2022	204.05
							Account <b>53510 - Electrical Services</b> Totals		Invoice Transactions 1	\$204.05
Account <b>53530 - Water and Sewer</b>										
208 - City Of Bloomington Utilities	41294-001 1222	18-Water Sewer Charges December 2022	Paid by Check # 76608		01/11/2023	01/11/2023	01/11/2023		01/11/2023	312.59
							Account <b>53530 - Water and Sewer</b> Totals		Invoice Transactions 1	\$312.59
Account <b>53540 - Natural Gas</b>										
222 - Indiana Gas Co. INC (CenterPoint Energy) (Vectren)	5019055701092 3	18-Natural Gas Rosehill 2-12/1/22-01/3/23	Paid by Check # 76611		01/11/2023	01/11/2023	01/11/2023		01/11/2023	49.20
222 - Indiana Gas Co. INC (CenterPoint Energy) (Vectren)	5462824901092 3	18-Natural Gas Rose Hill - 12/01/22-01/03/23	Paid by Check # 76611		01/11/2023	01/11/2023	01/11/2023		01/11/2023	46.66
							Account <b>53540 - Natural Gas</b> Totals		Invoice Transactions 2	\$95.86
Account <b>53910 - Dues and Subscriptions</b>										
3824 - Indiana Cemetery Association, INC	01-223	18-Annual membership fee for IN Cemetery Assoc.	Paid by EFT # 50585		01/10/2023	01/10/2023	01/20/2023		01/20/2023	174.25
							Account <b>53910 - Dues and Subscriptions</b> Totals		Invoice Transactions 1	\$174.25
							Program <b>189501 - Cemeteries</b> Totals		Invoice Transactions 6	\$790.23



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<b>Fund 200 - Parks and Recreation Gen (S1301)</b>										
Department <b>18 - Parks &amp; Recreation</b>										
Program <b>189503 - Urban Forestry</b>										
Account <b>52210 - Institutional Supplies</b>										
3560 - First Financial Bank / Credit Cards	1244115	18- Trail Signage (6)	Paid by Check # 76617		01/10/2023	01/10/2023	01/20/2023		01/20/2023	717.15
								Account <b>52210 - Institutional Supplies</b> Totals	Invoice Transactions 1	<u>717.15</u>
Account <b>53990 - Other Services and Charges</b>										
3735 - Bluestone, LLC	10954	18-E Winston St Mature Oak Pruning 39 trees	Paid by EFT # 50517		01/10/2023	01/10/2023	01/20/2023		01/20/2023	24,375.00
3735 - Bluestone, LLC	11057	18-B-Line Callery Pear Removal and Replacement	Paid by EFT # 50517		01/10/2023	01/10/2023	01/20/2023		01/20/2023	10,000.38
3735 - Bluestone, LLC	11084	18-Tree Removal - 1760 S. Ramsey Drive	Paid by EFT # 50517		01/10/2023	01/10/2023	01/20/2023		01/20/2023	1,725.29
6614 - J.R. Ellington Tree Experts	12242201	18-Hazard Ash Tree Removal - South Woodcrest	Paid by EFT # 50597		01/10/2023	01/10/2023	01/20/2023		01/20/2023	1,400.00
								Account <b>53990 - Other Services and Charges</b> Totals	Invoice Transactions 4	<u>\$37,500.67</u>
								Program <b>189503 - Urban Forestry</b> Totals	Invoice Transactions 5	<u>\$38,217.82</u>
								Department <b>18 - Parks &amp; Recreation</b> Totals	Invoice Transactions 97	<u>\$222,015.63</u>
								Fund <b>200 - Parks and Recreation Gen (S1301)</b> Totals	Invoice Transactions 97	<u>\$222,015.63</u>
<b>Fund 201 - Parks and Rec Non Reverting</b>										
Department <b>18 - Parks &amp; Recreation</b>										
Program <b>181000 - Administration</b>										
Account <b>53990 - Other Services and Charges</b>										
3560 - First Financial Bank / Credit Cards	602326	18- Staff Bias Training - Coffee	Paid by Check # 76617		01/10/2023	01/10/2023	01/20/2023		01/20/2023	48.00
3560 - First Financial Bank / Credit Cards	12/9/22 #1	18- Staff Bias Training - lunch-12/9/22-Mother Bear's Pizza-	Paid by Check # 76617		01/10/2023	01/10/2023	01/20/2023		01/20/2023	120.40
6330 - Marshall Security LLC	2649	18-Security Services (B-Line)-12/15-12/31/2022-cr overbill 2638	Paid by EFT # 50619		01/10/2023	01/10/2023	01/20/2023		01/20/2023	1,006.88
								Account <b>53990 - Other Services and Charges</b> Totals	Invoice Transactions 3	<u>\$1,175.28</u>
								Program <b>181000 - Administration</b> Totals	Invoice Transactions 3	<u>\$1,175.28</u>
Program <b>182500 - Frank Southern Center</b>										
Account <b>43230 - General Admissions</b>										
Anita Bunnell	2023-00000003	18-Refunds	Paid by Check # 76643		01/10/2023	01/10/2023	01/20/2023		01/20/2023	6.00
								Account <b>43230 - General Admissions</b> Totals	Invoice Transactions 1	<u>\$6.00</u>



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<b>Fund 201 - Parks and Rec Non Reverting</b>											
Department <b>18 - Parks &amp; Recreation</b>											
Program <b>182500 - Frank Southern Center</b>											
Account <b>52430 - Uniforms and Tools</b>											
5695 - 1818 Apparel Co., INC (dba Freethink Apparel)	12382	18-FSC Skating School Instructor Jackets	Paid by EFT # 50495		01/10/2023	01/10/2023	01/20/2023		01/20/2023	630.00	
5695 - 1818 Apparel Co., INC (dba Freethink Apparel)	12413	18-FSC House Hockey Jerseys/Socks	Paid by EFT # 50495		01/10/2023	01/10/2023	01/20/2023		01/20/2023	2,520.00	
								Account <b>52430 - Uniforms and Tools</b> Totals		Invoice Transactions 2	<u>\$3,150.00</u>
								Program <b>182500 - Frank Southern Center</b> Totals		Invoice Transactions 3	<u>\$3,156.00</u>
Program <b>182501 - Frank Southern Center Concession</b>											
Account <b>52330 - Street , Alley, and Sewer Material</b>											
9269 - Ferguson Facilities Supply, HP Products #3400	0517409-1	18-FSC Coffee Cups	Paid by EFT # 50558		01/10/2023	01/10/2023	01/20/2023		01/20/2023	125.75	
4099 - Gold Medal Products CO.	174400	18-FSC Concessions Items Purchased	Paid by EFT # 50564		01/10/2023	01/10/2023	01/20/2023		01/20/2023	425.55	
4610 - Hopscotch Coffee, LLC	4835	18-FSC Concessions Coffee Beans	Paid by EFT # 50578		01/10/2023	01/10/2023	01/20/2023		01/20/2023	195.00	
5819 - Synchrony Bank	8769	18-FSC Concessions Items Purchased 12-09 -22	Paid by Check # 76636		01/10/2023	01/10/2023	01/20/2023		01/20/2023	147.80	
5819 - Synchrony Bank	2943 121922	18-FSC Concessions Items Purchased 12-19 -22	Paid by Check # 76636		01/10/2023	01/10/2023	01/20/2023		01/20/2023	139.28	
								Account <b>52330 - Street , Alley, and Sewer Material</b> Totals		Invoice Transactions 5	<u>\$1,033.38</u>
								Program <b>182501 - Frank Southern Center Concession</b> Totals		Invoice Transactions 5	<u>\$1,033.38</u>
Program <b>184500 - Youth Services -Juke Box</b>											
Account <b>53530 - Water and Sewer</b>											
208 - City Of Bloomington Utilities	14187-001 1222	18-Water Sewer Charges December 2022	Paid by Check # 76608		01/11/2023	01/11/2023	01/11/2023		01/11/2023	101.78	
								Account <b>53530 - Water and Sewer</b> Totals		Invoice Transactions 1	<u>\$101.78</u>
								Program <b>184500 - Youth Services -Juke Box</b> Totals		Invoice Transactions 1	<u>\$101.78</u>
Program <b>185000 - Twin Lakes Recreation Center</b>											
Account <b>52210 - Institutional Supplies</b>											
7663 - HB Warehouse LLC (Resource Services)	4896	18 - TLRC Industrial Maint Supplies; gloves, air freshener, urin	Paid by EFT # 50572		01/10/2023	01/10/2023	01/20/2023		01/20/2023	702.42	
								Account <b>52210 - Institutional Supplies</b> Totals		Invoice Transactions 1	<u>\$702.42</u>
Account <b>52310 - Building Materials and Supplies</b>											
409 - Black Lumber Co. INC	528359	18-hardware for TLRC	Paid by EFT # 50512		01/10/2023	01/10/2023	01/20/2023		01/20/2023	12.60	
394 - Kleindorfer Hardware & Variety	748027	18-screws, hex keys, duct tape, surface bolts	Paid by EFT # 50608		01/10/2023	01/10/2023	01/20/2023		01/20/2023	34.75	
								Account <b>52310 - Building Materials and Supplies</b> Totals		Invoice Transactions 2	<u>\$47.35</u>



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<b>Fund 201 - Parks and Rec Non Reverting</b>										
Department <b>18 - Parks &amp; Recreation</b>										
Program <b>185000 - Twin Lakes Recreation Center</b>										
Account <b>53510 - Electrical Services</b>										
223 - Duke Energy	9300000222331 222	18-Parks Electrical Charges Nov/Dec 2022	Paid by Check # 76601		12/29/2022	12/29/2022	12/29/2022		12/29/2022	24.40
								Account <b>53510 - Electrical Services</b> Totals	Invoice Transactions 1	<u>\$24.40</u>
Account <b>53530 - Water and Sewer</b>										
208 - City Of Bloomington Utilities	39530-002 1222	18-Water Sewer Charges December 2022	Paid by Check # 76608		01/11/2023	01/11/2023	01/11/2023		01/11/2023	742.34
								Account <b>53530 - Water and Sewer</b> Totals	Invoice Transactions 1	<u>\$742.34</u>
Account <b>53540 - Natural Gas</b>										
222 - Indiana Gas Co. INC (CenterPoint Energy) (Vectren)	5276562301052 3	18-Natural Gas Charges TLRC-11/29-12/29/22	Paid by Check # 76611		01/11/2023	01/11/2023	01/11/2023		01/11/2023	832.68
								Account <b>53540 - Natural Gas</b> Totals	Invoice Transactions 1	<u>\$832.68</u>
Account <b>53610 - Building Repairs</b>										
298 - Commercial Service Of Bloomington, INC	S242052	18 - TLRC HVAC Service & Repairs	Paid by EFT # 50531		01/10/2023	01/10/2023	01/20/2023		01/20/2023	1,394.14
53657 - Plymate, INC	3148251	18 - TLRC Entry Mats 1 -4-23	Paid by EFT # 50646		01/10/2023	01/10/2023	01/20/2023		01/20/2023	81.62
53657 - Plymate, INC	3145082	18 - TLRC Entry Mats 12-21-22	Paid by EFT # 50646		01/10/2023	01/10/2023	01/20/2023		01/20/2023	81.62
11611 - Woods Electrical Contractors, INC	2208TLRCPOL	18 - TLRC Parking Lot Light Repairs	Paid by EFT # 50709		01/10/2023	01/10/2023	01/20/2023		01/20/2023	1,246.94
								Account <b>53610 - Building Repairs</b> Totals	Invoice Transactions 4	<u>\$2,804.32</u>
Account <b>53650 - Other Repairs</b>										
392 - Koorsen Fire & Security, INC	IN00203023	18 - TLRC Quarterly Sprinkler System Inspection-8/30/22	Paid by EFT # 50609		01/10/2023	01/10/2023	01/20/2023		01/20/2023	187.00
392 - Koorsen Fire & Security, INC	IN00251578	18 - TLRC Quarterly Sprinkler System Inspection-11/7/22	Paid by EFT # 50609		01/10/2023	01/10/2023	01/20/2023		01/20/2023	285.25
								Account <b>53650 - Other Repairs</b> Totals	Invoice Transactions 2	<u>\$472.25</u>
Account <b>53910 - Dues and Subscriptions</b>										
454 - DirecTV, LLC	075619410X22 1222	18-satellite service for TLRC-12/21/22- 01/20/23	Paid by Check # 76596		12/28/2022	12/28/2022	12/28/2022		12/28/2022	228.98
								Account <b>53910 - Dues and Subscriptions</b> Totals	Invoice Transactions 1	<u>\$228.98</u>
Account <b>53950 - Landfill</b>										
2260 - Republic Services, INC	0694- 003052049	18-Landfill-TLRC- January 2023	Paid by EFT # 50470		12/28/2022	12/28/2022	12/28/2022		12/28/2022	347.75
								Account <b>53950 - Landfill</b> Totals	Invoice Transactions 1	<u>\$347.75</u>
								Program <b>185000 - Twin Lakes Recreation Center</b> Totals	Invoice Transactions 14	<u>\$6,202.49</u>



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<b>Fund 201 - Parks and Rec Non Reverting</b>										
Department <b>18 - Parks &amp; Recreation</b>										
Program <b>185002 - TLRC-Health &amp; Wellness</b>										
Account <b>53940 - Temporary Contractual Employee</b>										
6161 - Morgan Ashley Banks	01052023	18-TLRC Fitness Specialist	Paid by EFT # 50508		01/10/2023	01/10/2023	01/20/2023		01/20/2023	125.00
8271 - Morgan Brummett	01042023	18-TLRC Fitness Specialist	Paid by EFT # 50520		01/10/2023	01/10/2023	01/20/2023		01/20/2023	62.50
8370 - Alice M Day	01032023	18-TLRC Fitness Specialist	Paid by EFT # 50540		01/10/2023	01/10/2023	01/20/2023		01/20/2023	31.25
8234 - Paetyn Denson	01052023	18-TLRC Fitness Specialist	Paid by EFT # 50541		01/10/2023	01/10/2023	01/20/2023		01/20/2023	150.00
8234 - Paetyn Denson	12302022	18-TLRC Fitness Specialist	Paid by EFT # 50541		01/10/2023	01/10/2023	01/20/2023		01/20/2023	90.00
7207 - Ayaa Elgoharry	01042023	18-TLRC Fitness Specialist	Paid by EFT # 50548		01/10/2023	01/10/2023	01/20/2023		01/20/2023	31.25
5274 - Catherine T Gossett	01022023	18-TLRC Fitness Specialist	Paid by EFT # 50566		01/10/2023	01/10/2023	01/20/2023		01/20/2023	31.25
8399 - Gustavus Alexus McLeod	01032023	18-TLRC Fitness Specialist	Paid by EFT # 50620		01/10/2023	01/10/2023	01/20/2023		01/20/2023	31.25
8451 - Sarah K Peters	01062023	18-TLRC Fitness Specialist	Paid by EFT # 50644		01/10/2023	01/10/2023	01/20/2023		01/20/2023	62.50
1973 - Megan M Stark	01062023	18-TLRC Fitness Specialist	Paid by EFT # 50679		01/10/2023	01/10/2023	01/20/2023		01/20/2023	375.00
8184 - Emily E Tally	01052023	18-TLRC Fitness Specialist	Paid by EFT # 50688		01/10/2023	01/10/2023	01/20/2023		01/20/2023	62.50
							Account <b>53940 - Temporary Contractual Employee</b> Totals		Invoice Transactions 11	<u>\$1,052.50</u>
							Program <b>185002 - TLRC-Health &amp; Wellness</b> Totals		Invoice Transactions 11	<u>\$1,052.50</u>
Program <b>185003 - TLRC-Basketball</b>										
Account <b>53940 - Temporary Contractual Employee</b>										
7276 - Kaitlyn Clementi	01052023	18-TLRC Fitness Specialist	Paid by EFT # 50529		01/10/2023	01/10/2023	01/20/2023		01/20/2023	240.00
							Account <b>53940 - Temporary Contractual Employee</b> Totals		Invoice Transactions 1	<u>\$240.00</u>
							Program <b>185003 - TLRC-Basketball</b> Totals		Invoice Transactions 1	<u>\$240.00</u>
Program <b>185006 - TLRC-Concessions</b>										
Account <b>52330 - Street , Alley, and Sewer Material</b>										
4099 - Gold Medal Products CO.	173212	18 - TLRC Concessions Items for Sale	Paid by EFT # 50564		01/10/2023	01/10/2023	01/20/2023		01/20/2023	955.05
5819 - Synchrony Bank	8698	18 - TLRC Concessions Items for Sale	Paid by Check # 76636		01/10/2023	01/10/2023	01/20/2023		01/20/2023	28.56
							Account <b>52330 - Street , Alley, and Sewer Material</b> Totals		Invoice Transactions 2	<u>\$983.61</u>
							Program <b>185006 - TLRC-Concessions</b> Totals		Invoice Transactions 2	<u>\$983.61</u>



# Board of Park Commissioners Claim Register

Invoice Date Range 12/24/22 - 01/20/23

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
<b>Fund 201 - Parks and Rec Non Reverting</b>										
Department <b>18 - Parks &amp; Recreation</b>										
Program <b>186503 - Community Events-Farmers' Market</b>										
Account <b>47240 - EBT Market Bucks</b>										
12422 - Kip Schlegel	3104	18-Market Bucks	Paid by EFT # 50664		01/10/2023	01/10/2023	01/20/2023		01/20/2023	9.00
								Account <b>47240 - EBT Market Bucks</b> Totals	Invoice Transactions 1	<u>\$9.00</u>
Account <b>53990 - Other Services and Charges</b>										
392 - Koorsen Fire & Security, INC	IN00258191	18- Farmers' Market Extinguisher Inspection	Paid by EFT # 50609		01/10/2023	01/10/2023	01/20/2023		01/20/2023	7.90
								Account <b>53990 - Other Services and Charges</b> Totals	Invoice Transactions 1	<u>\$7.90</u>
								Program <b>186503 - Community Events-Farmers' Market</b> Totals	Invoice Transactions 2	<u>\$16.90</u>
Program <b>189006 - Switchyard Property</b>										
Account <b>43220 - Facility Rentals</b>										
Beverly Skinner	2023-00000002	18-Refunds	Paid by Check # 76646		01/10/2023	01/10/2023	01/20/2023		01/20/2023	260.00
								Account <b>43220 - Facility Rentals</b> Totals	Invoice Transactions 1	<u>\$260.00</u>
								Program <b>189006 - Switchyard Property</b> Totals	Invoice Transactions 1	<u>\$260.00</u>
								Department <b>18 - Parks &amp; Recreation</b> Totals	Invoice Transactions 43	<u>\$14,221.94</u>
								Fund <b>201 - Parks and Rec Non Reverting</b> Totals	Invoice Transactions 43	<u>\$14,221.94</u>
<b>Fund 980 - 2018 BicentennialBnd Prcd900030</b>										
Department <b>18 - Parks &amp; Recreation</b>										
Program <b>18018C - Enrty Ways St Trees Alley Enhanc</b>										
Account <b>54510 - Other Capital Outlays</b>										
3735 - Bluestone, LLC	11057	18-B-Line Callery Pear Removal and Replacement	Paid by EFT # 50517		01/10/2023	01/10/2023	01/20/2023		01/20/2023	7,522.62
3444 - Rundell Ernstberger Associates, INC	2022-1663-03	18-Bicentennial Gateway Project - Phase 1-services thru 11/30/22	Paid by EFT # 50661		01/10/2023	01/10/2023	01/20/2023		01/20/2023	5,360.00
								Account <b>54510 - Other Capital Outlays</b> Totals	Invoice Transactions 2	<u>\$12,882.62</u>
								Program <b>18018C - Enrty Ways St Trees Alley Enhanc</b> Totals	Invoice Transactions 2	<u>\$12,882.62</u>
								Department <b>18 - Parks &amp; Recreation</b> Totals	Invoice Transactions 2	<u>\$12,882.62</u>
								Fund <b>980 - 2018 BicentennialBnd Prcd900030</b> Totals	Invoice Transactions 2	<u>\$12,882.62</u>
								Grand Totals	Invoice Transactions 145	<u>\$254,893.31</u>

**REGISTER OF CLAIMS**  
**Board: Parks & Recreation**

Date:	Type of Claim	FUND	Description	Bank Transfer	Amount
01/20/23	Claims				\$254,893.31
					<u>\$254,893.31</u>

**ALLOWANCE OF CLAIMS**

We have examined the claims listed on the foregoing register of claims, consisting of claims, and except for the claims not allowed as shown on the register, such claims are hereby allowed in the total amount of \$254,893.31 1/20/2023

Dated this 17<sup>th</sup> day of Jan. year of 2023.

\_\_\_\_\_  
 \_\_\_\_\_

\_\_\_\_\_  
 \_\_\_\_\_

\_\_\_\_\_  
 \_\_\_\_\_

I hereby certify that each of the above listed voucher(s) or bill(s) is (are) true and correct and I have audited same in accordance with IC 5-11-10-1.6.

Fiscal Office Cheryl Williland



# Journal Edit Listing

Sort By Entry

Department	Number	Journal Type	Sub Ledger	G/L Date	Description	Source	Reference	Reclassification	Journal Type	
Parks - Parks & Recreation	2022-00020021	BA	GL	12/29/2022	Budget Amendment Cat 1 12.30.22					
				<i>G/L Date</i>	<i>G/L Account Number</i>	<i>Account Description</i>	<i>Description</i>	<i>Source</i>	<i>Increase Amount</i>	<i>Decrease Amount</i>
				12/29/2022	201-18-184501-51130	Salaries and Wages- Overtime	Budget Amendment Cat 1 12.30.22		258.57	.00
				12/29/2022	201-18-185003-51120	Salaries and Wages - Temporary	Budget Amendment Cat 1 12.30.22		248.68	.00
				12/29/2022	201-18-185003-51210	FICA	Budget Amendment Cat 1 12.30.22		19.00	.00
				12/29/2022	201-18-185006-51120	Salaries and Wages - Temporary	Budget Amendment Cat 1 12.30.22		369.92	.00
				12/29/2022	201-18-185006-51210	FICA	Budget Amendment Cat 1 12.30.22		28.28	.00
							Number of Entries: 5		\$924.45	\$ .00





# Journal Edit Listing

Sort By Entry

Department	Number	Journal Type	Sub Ledger	G/L Date	Description	Source	Reference	Reclassification	Journal Type
Parks - Parks & Recreation	2022-00020007	BA	GL	12/28/2022	Budget Amendment				

<i>G/L Date</i>	<i>G/L Account Number</i>	<i>Account Description</i>	<i>Description</i>	<i>Source</i>	<i>Increase Amount</i>	<i>Decrease Amount</i>
12/28/2022	201-18-185000-53910	Dues and Subscriptions	Budget Amendment		154.01	.00
					\$154.01	\$.00

Number of Entries: 1



# Journal Edit Listing

Sort By Entry

Department	Number	Journal Type	Sub Ledger	G/L Date	Description	Source	Reference	Reclassification	Journal Type
Parks - Parks & Recreation	2022-00019831	BA	GL	12/27/2022	Budget Amendment Last Payroll NR				

<i>G/L Date</i>	<i>G/L Account Number</i>	<i>Account Description</i>	<i>Description</i>	<i>Source</i>	<i>Increase Amount</i>	<i>Decrease Amount</i>
12/27/2022	201-18-182500-51110	Salaries and Wages - Regular	Budget Amendment Last Payroll NR		75.00	.00
12/27/2022	201-18-182500-51120	Salaries and Wages - Temporary	Budget Amendment Last Payroll NR		3,000.00	.00
12/27/2022	201-18-182500-51210	FICA	Budget Amendment Last Payroll NR		300.00	.00
12/27/2022	201-18-182500-51220	PERF	Budget Amendment Last Payroll NR		25.00	.00
12/27/2022	201-18-187002-51110	Salaries and Wages - Regular	Budget Amendment Last Payroll NR		15.00	.00
12/27/2022	201-18-187002-51220	PERF	Budget Amendment Last Payroll NR		5.00	.00
12/27/2022	201-18-187202-51220	PERF	Budget Amendment Last Payroll NR		5.00	.00
Number of Entries: 7					\$3,425.00	\$.00



# Journal Edit Listing

Sort By Entry

Department	Number	Journal Type	Sub Ledger	G/L Date	Description	Source	Reference	Reclassification	Journal Type
Parks - Parks & Recreation	2022-00019816	BA	GL	12/27/2022	Budget Amendment Landfill TLRC				

<i>G/L Date</i>	<i>G/L Account Number</i>	<i>Account Description</i>	<i>Description</i>	<i>Source</i>	<i>Increase Amount</i>	<i>Decrease Amount</i>
12/27/2022	201-18-185000-53950	Landfill	Budget Amendment Landfill TLRC		350.00	.00
					\$350.00	\$.00

Number of Entries: 1



# Journal Edit Listing

Sort By Entry

Department	Number	Journal Type	Sub Ledger	G/L Date	Description	Source	Reference	Reclassification	Journal Type
Parks - Parks & Recreation	2022-00019240	BA	GL	12/15/2022	Budget Amendments Aquatics Year End NR				

<i>G/L Date</i>	<i>G/L Account Number</i>	<i>Account Description</i>	<i>Description</i>	<i>Source</i>	<i>Increase Amount</i>	<i>Decrease Amount</i>
12/15/2022	201-18-182001-52330	Street , Alley, and Sewer Material	Budget Amendments Aquatics Year End NR		1,222.50	.00
12/15/2022	201-18-182001-52420	Other Supplies	Budget Amendments Aquatics Year End NR		63.73	.00
12/15/2022	201-18-182001-53650	Other Repairs	Budget Amendments Aquatics Year End NR		230.00	.00
12/15/2022	201-18-182001-53830	Bank Charges	Budget Amendments Aquatics Year End NR		125.30	.00
12/15/2022	201-18-182006-51120	Salaries and Wages - Temporary	Budget Amendments Aquatics Year End NR		3,516.02	.00
12/15/2022	201-18-182006-51210	FICA	Budget Amendments Aquatics Year End NR		268.96	.00
12/15/2022	201-18-182006-52310	Building Materials and Supplies	Budget Amendments Aquatics Year End NR		1,221.90	.00
12/15/2022	201-18-182006-52330	Street , Alley, and Sewer Material	Budget Amendments Aquatics Year End NR		5,529.35	.00
12/15/2022	201-18-182006-53830	Bank Charges	Budget Amendments Aquatics Year End NR		564.48	.00
Number of Entries: 9					\$12,742.24	\$.00



# Journal Edit Listing

Sort By Entry

Department	Number	Journal Type	Sub Ledger	G/L Date	Description	Source	Reference	Reclassification	Journal Type
Parks - Parks & Recreation	2022-00019241	BA	GL	12/15/2022	Budget Amendments FSC YE 2022				

<i>G/L Date</i>	<i>G/L Account Number</i>	<i>Account Description</i>	<i>Description</i>	<i>Source</i>	<i>Increase Amount</i>	<i>Decrease Amount</i>
12/15/2022	201-18-182500-51120	Salaries and Wages - Temporary	Budget Amendments FSC YE 2022		233.08	.00
12/15/2022	201-18-182500-51210	FICA	Budget Amendments FSC YE 2022		17.98	.00
12/15/2022	201-18-182500-51230	Health and Life Insurance	Budget Amendments FSC YE 2022		.02	.00
12/15/2022	201-18-182501-52330	Street , Alley, and Sewer Material	Budget Amendments FSC YE 2022		3,672.76	.00
12/15/2022	201-18-182501-52420	Other Supplies	Budget Amendments FSC YE 2022		759.58	.00
Number of Entries: 5					\$4,683.42	\$.00



# Journal Edit Listing

Sort By Entry

Department	Number	Journal Type	Sub Ledger	G/L Date	Description	Source	Reference	Reclassification	Journal Type
Parks - Parks & Recreation	2022-00019242	BA	GL	12/15/2022	Budget Amendments Golf Year End				

<i>G/L Date</i>	<i>G/L Account Number</i>	<i>Account Description</i>	<i>Description</i>	<i>Source</i>	<i>Increase Amount</i>	<i>Decrease Amount</i>
12/15/2022	201-18-183500-51120	Salaries and Wages - Temporary	Budget Amendments Golf Year End		5,650.77	.00
12/15/2022	201-18-183500-51210	FICA	Budget Amendments Golf Year End		432.28	.00
12/15/2022	201-18-183500-52330	Street , Alley, and Sewer Material	Budget Amendments Golf Year End		4,563.64	.00
12/15/2022	201-18-183501-52330	Street , Alley, and Sewer Material	Budget Amendments Golf Year End		6,078.17	.00
12/15/2022	201-18-183501-52420	Other Supplies	Budget Amendments Golf Year End		1,341.63	.00
Number of Entries: 5					\$18,066.49	\$.00



# Journal Edit Listing

Sort By Entry

Department	Number	Journal Type	Sub Ledger	G/L Date	Description	Source	Reference	Reclassification	Journal Type	
Parks - Parks & Recreation	2022-00019231	BA	GL	12/15/2022	Budget Amendment Grants Expense YE 20233					
				<i>G/L Date</i>	<i>G/L Account Number</i>	<i>Account Description</i>	<i>Description</i>	<i>Source</i>	<i>Increase Amount</i>	<i>Decrease Amount</i>
				12/15/2022	201-18-G21011-51120	Salaries and Wages - Temporary	Budget Amendment Grants Expense YE 20233		15,181.65	.00
				12/15/2022	201-18-G21011-51210	FICA	Budget Amendment Grants Expense YE 20233		1,188.80	.00
				12/15/2022	201-18-G21015-52420	Other Supplies	Budget Amendment Grants Expense YE 20233		354.84	.00
				12/15/2022	201-18-G22010-52220	Agricultural Supplies	Budget Amendment Grants Expense YE 20233		3,905.39	.00
				12/15/2022	201-18-G22011-53990	Other Services and Charges	Budget Amendment Grants Expense YE 20233		1,890.24	.00
				12/15/2022	201-18-G22012-51120	Salaries and Wages - Temporary	Budget Amendment Grants Expense YE 20233		2,524.72	.00
				12/15/2022	201-18-G22012-51210	FICA	Budget Amendment Grants Expense YE 20233		193.14	.00
				12/15/2022	201-18-G22012-52420	Other Supplies	Budget Amendment Grants Expense YE 20233		745.58	.00
				12/15/2022	201-18-G22012-53990	Other Services and Charges	Budget Amendment Grants Expense YE 20233		932.00	.00
				12/15/2022	201-18-G22016-52420	Other Supplies	Budget Amendment Grants Expense YE 20233		198.94	.00
							Number of Entries: 10		\$27,115.30	\$ .00



# Journal Edit Listing

Sort By Entry

Department	Number	Journal Type	Sub Ledger	G/L Date	Description	Source	Reference	Reclassification	Journal Type
Parks - Parks & Recreation	2022-00019237	BA	GL	12/15/2022	Budget Amendment Grant Revenue Year End 2022				

<i>G/L Date</i>	<i>G/L Account Number</i>	<i>Account Description</i>	<i>Description</i>	<i>Source</i>	<i>Increase Amount</i>	<i>Decrease Amount</i>
12/15/2022	201-18-G17014-42120	Grants - Federal	Budget Amendment Grant Revenue Year End 2022		6,940.84	.00
12/15/2022	201-18-G20010-47250	Grant - Other	Budget Amendment Grant Revenue Year End 2022		5,000.00	.00
12/15/2022	201-18-G21004-42120	Grants - Federal	Budget Amendment Grant Revenue Year End 2022		23,389.33	.00
12/15/2022	201-18-G21011-47250	Grant - Other	Budget Amendment Grant Revenue Year End 2022		4,327.70	.00
12/15/2022	201-18-G21012-42120	Grants - Federal	Budget Amendment Grant Revenue Year End 2022		17,496.22	.00
12/15/2022	201-18-G22010-47250	Grant - Other	Budget Amendment Grant Revenue Year End 2022		4,050.00	.00
12/15/2022	201-18-G22012-47250	Grant - Other	Budget Amendment Grant Revenue Year End 2022		4,293.09	.00
12/15/2022	201-18-G22015-42120	Grants - Federal	Budget Amendment Grant Revenue Year End 2022		12,696.91	.00
12/15/2022	201-18-G22020-47250	Grant - Other	Budget Amendment Grant Revenue Year End 2022		2,000.00	.00
Number of Entries: 9					\$80,194.09	\$.00





# Journal Edit Listing

Sort By Entry

Department	Number	Journal Type	Sub Ledger	G/L Date	Description	Source	Reference	Reclassification	Journal Type
Parks - Parks & Recreation	2022-00019476	BA	GL	12/20/2022	Budget Amendment NR and Sports YE				

<i>G/L Date</i>	<i>G/L Account Number</i>	<i>Account Description</i>	<i>Description</i>	<i>Source</i>	<i>Increase Amount</i>	<i>Decrease Amount</i>
12/20/2022	201-18-184000-52420	Other Supplies	Budget Amendment NR and Sports YE		1,681.84	.00
12/20/2022	201-18-185003-51210	FICA	Budget Amendment NR and Sports YE		112.51	.00
12/20/2022	201-18-185003-52430	Uniforms and Tools	Budget Amendment NR and Sports YE		8,377.25	.00
12/20/2022	201-18-185006-52430	Uniforms and Tools	Budget Amendment NR and Sports YE		37.68	.00
12/20/2022	201-18-185006-53990	Other Services and Charges	Budget Amendment NR and Sports YE		165.00	.00
12/20/2022	201-18-187001-53910	Dues and Subscriptions	Budget Amendment NR and Sports YE		8,614.92	.00
12/20/2022	201-18-187002-53990	Other Services and Charges	Budget Amendment NR and Sports YE		6,847.00	.00
Number of Entries: 7					\$25,836.20	\$.00



# Journal Edit Listing

Sort By Entry

Department	Number	Journal Type	Sub Ledger	G/L Date	Description	Source	Reference	Reclassification	Journal Type
Parks - Parks & Recreation	2022-00019506	BA	GL	12/20/2022	Budget Amendment TLRC 2022 Final Payroll				

<i>G/L Date</i>	<i>G/L Account Number</i>	<i>Account Description</i>	<i>Description</i>	<i>Source</i>	<i>Increase Amount</i>	<i>Decrease Amount</i>
12/20/2022	201-18-185000-51120	Salaries and Wages - Temporary	Budget Amendment TLRC 2022 Final Payroll		5,500.00	.00
12/20/2022	201-18-185000-51210	FICA	Budget Amendment TLRC 2022 Final Payroll		450.00	.00
Number of Entries: 2					\$5,950.00	\$.00



# Journal Edit Listing

Sort By Entry

Department	Number	Journal Type	Sub Ledger	G/L Date	Description	Source	Reference	Reclassification	Journal Type	
Parks - Parks & Recreation	2022-00019442	BA	GL	12/19/2022	Budget Amendments NR Year End 12.19.22					
G/L Date	G/L Account Number	Account Description	Description	Source	Increase Amount	Decrease Amount				
12/19/2022	201-18-181100-53310	Printing	Budget Amendments NR Year End 12.19.22		109.00	.00				
12/19/2022	201-18-185000-51120	Salaries and Wages - Temporary	Budget Amendments NR Year End 12.19.22		6,000.00	.00				
12/19/2022	201-18-185000-51210	FICA	Budget Amendments NR Year End 12.19.22		1,000.00	.00				
12/19/2022	201-18-185000-52110	Office Supplies	Budget Amendments NR Year End 12.19.22		359.00	.00				
12/19/2022	201-18-185000-52240	Fuel and Oil	Budget Amendments NR Year End 12.19.22		792.30	.00				
12/19/2022	201-18-185000-52420	Other Supplies	Budget Amendments NR Year End 12.19.22		1,655.81	.00				
12/19/2022	201-18-185000-52430	Uniforms and Tools	Budget Amendments NR Year End 12.19.22		624.00	.00				
12/19/2022	201-18-185000-53540	Natural Gas	Budget Amendments NR Year End 12.19.22		1,017.29	.00				
12/19/2022	201-18-185000-53610	Building Repairs	Budget Amendments NR Year End 12.19.22		14,678.91	.00				
12/19/2022	201-18-185000-53650	Other Repairs	Budget Amendments NR Year End 12.19.22		502.52	.00				
12/19/2022	201-18-185000-53820	Interest	Budget Amendments NR Year End 12.19.22		.52	.00				
12/19/2022	201-18-185000-53830	Bank Charges	Budget Amendments NR Year End 12.19.22		6,399.32	.00				
12/19/2022	201-18-185000-53920	Laundry and Other Sanitation Services	Budget Amendments NR Year End 12.19.22		240.00	.00				
12/19/2022	201-18-185000-53940	Temporary Contractual Employee	Budget Amendments NR Year End 12.19.22		5,000.00	.00				
12/19/2022	201-18-185000-53990	Other Services and Charges	Budget Amendments NR Year End 12.19.22		7,671.95	.00				
12/19/2022	201-18-185002-52420	Other Supplies	Budget Amendments NR Year End 12.19.22		900.00	.00				
12/19/2022	201-18-185002-53940	Temporary Contractual Employee	Budget Amendments NR Year End 12.19.22		16,580.00	.00				
12/19/2022	201-18-185003-51120	Salaries and Wages - Temporary	Budget Amendments NR Year End 12.19.22		1,435.04	.00				
12/19/2022	201-18-185000-52430	Uniforms and Tools	Budget Amendments NR Year End 12.19.22		8,377.25	.00				
12/19/2022	201-18-185003-53830	Bank Charges	Budget Amendments NR Year End 12.19.22		538.23	.00				
12/19/2022	201-18-185003-53940	Temporary Contractual Employee	Budget Amendments NR Year End 12.19.22		19,005.00	.00				
12/19/2022	201-18-185006-51120	Salaries and Wages - Temporary	Budget Amendments NR Year End 12.19.22		15,798.45	.00				
12/19/2022	201-18-185006-51210	FICA	Budget Amendments NR Year End 12.19.22		1,285.00	.00				
12/19/2022	201-18-185006-52330	Street , Alley, and Sewer Material	Budget Amendments NR Year End 12.19.22		11,471.74	.00				
12/19/2022	201-18-185006-53610	Building Repairs	Budget Amendments NR Year End 12.19.22		1,410.03	.00				
12/19/2022	200-18-187001-53940	Temporary Contractual Employee	Budget Amendments NR Year End 12.19.22		23,975.00	.00				
12/19/2022	201-18-187002-51230	Health and Life Insurance	Budget Amendments NR Year End 12.19.22		.02	.00				
12/19/2022	201-18-187002-53830	Bank Charges	Budget Amendments NR Year End 12.19.22		352.77	.00				
12/19/2022	201-18-187001-53990	Other Services and Charges	Budget Amendments NR Year End 12.19.22		6,847.00	.00				
12/19/2022	201-18-187006-52330	Street , Alley, and Sewer Material	Budget Amendments NR Year End 12.19.22		5,423.90	.00				
12/19/2022	201-18-187006-52420	Other Supplies	Budget Amendments NR Year End 12.19.22		195.99	.00				
12/19/2022	201-18-187006-53610	Building Repairs	Budget Amendments NR Year End 12.19.22		177.00	.00				
12/19/2022	201-18-187202-51230	Health and Life Insurance	Budget Amendments NR Year End 12.19.22		.02	.00				
12/19/2022	201-18-G21004-53990	Other Services and Charges	Budget Amendments NR Year End 12.19.22		23,389.33	.00				
12/19/2022	201-18-G21012-51120	Salaries and Wages - Temporary	Budget Amendments NR Year End 12.19.22		15,181.65	.00				
12/19/2022	201-18-G21012-51210	FICA	Budget Amendments NR Year End 12.19.22		1,188.80	.00				
					Number of Entries: 36	\$199,582.84	\$0.00			



16-17 MCCS 21st com I								
17-18 MCCSC 21st Com Learn								
22-23 MCCSC 21st Com Learn						20,145		
19-20 MCCSC 21st Com Learn		2,079	2,079					
20-21 MCCSC 21st Com Learn		16,065	16,065			16,370		
2021 MCCSC 21st Grant		8,162	8,162					
Community Banneker Bus								
Duke Arbor Day						3,905		
G15008 Summer Food Prg.	11,115	12,898	12,898					
G15009 Nature Days S/Star								
Griffy Lake Nature Day		2,336	2,336			4,422		
Wapehani I-69 Mitigation								
Leonard Springs Nature		3,806	3,806			4,293		
Banneker Nature Day		3,109	3,109			4,395		
NRPA Nutrition Hub		19,692	19,692			57,385		
Storm Response Plan USDA						1,418		
Youth & Adolescent Phy Act		8,004	8,004			6,941		
Goat Farm								
Giffy LARE		5,499	5,499					
Deer Cull		25,000	25,000			23,389		
Banneker ROI		13,979	13,979			8,081		
<b>Other Misc Funds total:</b>	<b>11,115</b>	<b>120,627</b>	<b>120,627</b>	<b>100.00%</b>	<b>0</b>	<b>150,744</b>		
<b>TOTAL ALL FUNDS</b>	<b>10,622,638</b>	<b>9,840,925</b>	<b>9,840,925</b>	<b>100.00%</b>	<b>11,843,455</b>	<b>10,670,912</b>	<b>90.10%</b>	<b>8.43%</b>

<b>REVENUES AND EXPENSES: COMPARISON REPORT</b>								
<b>Revenues December 2022</b>								
	2021	2021	2021	2021	2022	2022	2022	
	Projected	Revenue	Revenue	% of Revenue	Projected	Revenue	% of Revenue	
	Revenue	as of	as of	Collected	Revenue	as of	Collected	%
	for year	December	December	to date	for year	December	to date	change
<b>General Fund</b>								
Taxes/Misc Revenue	6,540,158	7,742,919	7,742,919	100.00%	6,542,219	7,675,587	117.32%	-0.87%
Administration	500	388	388	100.00%	500	421	84.20%	8.39%
Community Relations	0	0	0	0.00%	0	0	0.00%	0.00%
Aquatics	186,600	168,091	168,091	100.00%	181,000	188,069	103.91%	11.89%
Frank Southern	215,100	105,137	105,137	100.00%	213,000	185,805	87.23%	76.73%
Golf Services	572,000	854,919	854,919	100.00%	699,000	880,800	126.01%	3.03%
Natural Resources	0	45	45	0.00%	0	0	0.00%	0.00%
Youth Services	0	0	0	0.00%	0	0	0.00%	0.00%
Community Events	12,900	5,908	5,908	19.31%	13,500	10,749	79.62%	81.94%
Adult Sports	48,500	30,600	30,600	100.00%	16,000	28,065	175.41%	-8.28%
Youth Sports	39,800	32,909	32,909	100.00%	25,500	30,162	118.28%	-8.35%
BGCC	15,000	15,789	15,789	100.00%	15,000	9,929	66.19%	-37.11%
Operations	0	0	0	0.00%	0	26	0.00%	0.00%
Landscaping	0	0	0	0.00%	0	0	0.00%	0.00%
Cemeteries	28,150	41,725	41,725	100.00%	35,000	37,750	107.86%	-9.53%
Urban Forestry	0	75	75	0.00%	0	2,640	0.00%	0.00%
Recover Forward	0	0	0	0.00%	0	0	0.00%	0.00%
<b>Subtotal Program Rev</b>	<b>1,118,550</b>	<b>1,255,585</b>	<b>1,255,585</b>	<b>100.00%</b>	<b>1,198,500</b>	<b>1,374,415</b>	<b>114.68%</b>	<b>9.46%</b>
<b>General Fund Total</b>	<b>7,658,708</b>	<b>8,998,503</b>	<b>8,998,503</b>	<b>100.00%</b>	<b>7,740,719</b>	<b>9,050,003</b>	<b>116.91%</b>	<b>0.57%</b>
<b>Non-Reverting Fund</b>								
Administration	35,600	22,699	22,699	100.00%	35,600	151,029	424.24%	565.36%
Health & Wellness	3,250	4,744	4,744	100.00%	6,450	5,678	88.03%	19.69%
Community Relations	5,400	2,822	2,822	100.00%	3,000	6,250	208.33%	121.48%
Aquatics	85,503	84,190	84,190	100.00%	80,000	75,562	94.45%	-10.25%
Frank Southern	102,200	54,299	54,299	100.00%	91,300	85,658	93.82%	57.75%
Golf Services	149,300	233,894	233,894	100.00%	163,000	238,405	146.26%	1.93%
Natural Resources	71,400	49,369	49,369	100.00%	71,400	60,530	84.78%	22.61%
Youth Programs	246,740	141,789	141,789	100.00%	163,500	169,252	103.52%	19.37%
*TLRC -Operational	730,428	596,325	596,325	100.00%	599,625	856,191	142.79%	43.58%
Community Events	192,459	130,293	130,293	100.00%	139,740	155,718	111.43%	19.51%
Adult Sports	138,300	94,849	94,849	100.00%	54,500	103,383	189.69%	9.00%
Youth Sports	3,502	7,520	7,520	100.00%	8,000	3,302	41.28%	-56.08%
BGCC	7,600	9,571	9,571	100.00%	7,600	21,842	287.40%	128.21%
Operations	68,900	131,747	131,747	100.00%	68,900	350,680	508.97%	166.18%
Dog Park	400	0	0	0.00%	400	0	0.00%	0.00%
Switchyard	31,500	51,346	51,346	100.00%	41,500	69,760	168.10%	35.86%
Landscaping	0	0	0	0.00%	0	0	0.00%	0.00%
Cemeteries	0	0	0	0.00%	0	0	0.00%	0.00%
Urban Forestry	9,500	9,875	9,875	100.00%	14,600	16,700	114.38%	69.11%
<b>N-R Fund subtotal:</b>	<b>1,881,982</b>	<b>1,625,332</b>	<b>1,625,332</b>	<b>100.00%</b>	<b>1,549,115</b>	<b>2,369,940</b>	<b>152.99%</b>	<b>45.81%</b>
<b>Other Misc Funds</b>								

G22-23 MCCSC 21st Co	30,000					19,117		
G19-20 MCCSC 21st Co	14,210							
G20-21 MCCSC 21st		13,840	13,840					
G21 MCCSC 21st		9,162	9,162			17,496		
G14009 Summer Food C	27,864	11,631	11,631			-2,866		
Communit Banneker Bu	45,000							
Kaboom Play Everywhere								
NRPA Nutrition Hub		35,000	35,000			5,000		
Duke Arbor Day						4,050		
Griffy LARE Veg. Mgt		5,499	5,499					
G15008 Leonard Spring		12,245	12,245					
G15009 Griffy Nature Days		2,231	2,231			4,328		
(902) Rose Hill Trust		120	120			621		
Banneker ROI						9,036		
Banneker Nature Days		3,109	3,109			4,293		
Yth & Adolescent Phy A	8,000	8,467	8,467			6,941		
Nature Days Star								
2019 Deer Cull IN DNR	25,000	25,000	25,000			23,389		
Reservoir Fisheries						2,000		
<b>Other Misc Funds total:</b>	<b>150,074</b>	<b>126,305</b>	<b>126,305</b>			<b>0</b>	<b>93,405</b>	
<b>TOTAL ALL FUNDS</b>	<b>9,690,764</b>	<b>10,750,140</b>	<b>10,750,140</b>	<b>100.00%</b>	<b>9,289,834</b>	<b>11,513,348</b>	<b>123.93%</b>	<b>7.10%</b>

<b>Non-Reverting Cash B</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>	<b>7</b>
	<b>Beginning</b>	<b>Revenue</b>	<b>Other</b>	<b>Expenses</b>	<b>Expenses</b>	<b>Current Year ONLY</b>	<b>Accumulated</b>
	<b>Balance</b>	<b>as of</b>	<b>Misc.</b>	<b>as of</b>	<b>from</b>	<b>Revenue</b>	<b>Balance</b>
	<b>1/1/2022</b>	<b>12/31/2022</b>	<b>revenue</b>	<b>12/31/2022</b>	<b>RESERVE *</b>	<b>Expense</b>	
						<b>Over/Under</b>	
					<b>see explanation below*</b>	<b>(does not include expenses taken from RESERVE)</b>	<b>THIS IS THE TOTAL ACCUMULATED AMOUNT</b>
Administration	278,693.84	151,029.30		2,276.83		<b>148,752.47</b>	427,446.31
Health & Wellness	14,839.13	5,677.75		4,263.80		<b>1,413.95</b>	16,253.08
Community Relations	36,781.63	6,250.00		711.80		<b>5,538.20</b>	42,319.83
Aquatics	358,145.31	75,562.20		60,043.17		<b>15,519.03</b>	373,664.34
Frank Southern Center	157,882.22	85,657.75		68,157.38		<b>17,500.37</b>	175,382.59
Golf Course	248,428.81	238,405.25		148,600.33		<b>89,804.92</b>	338,233.73
Natural Resources	354,568.40	60,529.64		53,857.18		<b>6,672.46</b>	361,240.86
Allison Jukebox	310,130.67	169,251.71		146,654.32		<b>22,597.39</b>	332,728.06
TLRC	<b>(2,679,828.93)</b>	770,310.84		1,052,554.92		<b>(282,244.08)</b>	<b>(2,962,073.01)</b>
TLRC Reserve	730,333.74	85,879.95		0.00		<b>85,879.95</b>	816,213.69
Community Events	510,539.99	155,717.82		141,048.28		<b>14,669.54</b>	525,209.53
Adult Sports	14,181.56	103,383.35		102,071.78		<b>1,311.57</b>	15,493.13
Youth Sports	5,155.50	3,302.41		9,021.98		<b>(5,719.57)</b>	<b>(564.07)</b>
Skate Park	575.42	0		0.00		<b>21,842.23</b>	22,417.65
Benjamin Banneker Cor	67,391.42	21842.23		15,705.33		<b>6,136.90</b>	51,686.09
Childcare Program	<b>(1,399.03)</b>	0.00		0.00		<b>0.00</b>	<b>(1,399.03)</b>
Operations	242,465.81	350,679.91		309,917.73		<b>40,762.18</b>	283,227.99
Dog Park	5,993.79	0.00		0.00		<b>0.00</b>	5,993.79
Switchyard Property	250,311.69	69,759.79		23,752.15		<b>46,007.64</b>	296,319.33
Landscaping	13,454.36	0.00		0.00		<b>0.00</b>	13,454.36
Cemeteries	1,497.00	0.00		0.00		<b>0.00</b>	1,497.00
Urban Forestry	36,031.73	16,700.00		3,314.64		<b>13,385.36</b>	49,417.09
Change Fund	0.00			0.00		<b>0.00</b>	0.00
Deposits	0.00			0.00		<b>0.00</b>	0.00
<b>TOTALS</b>	<b>956,174.06</b>	<b>2,369,939.90</b>	<b>0.00</b>	<b>2,141,951.62</b>	<b>0.00</b>	<b>249,830.51</b>	<b>1,184,162.34</b>

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

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

**227,988.28**  
**INCREASE/DECREASE FOR THE CURRENT**



## Refund Listing Report

Refund Date	Receipt #	Drwr	Module	ModuleLink	Description	Refund Type	User Name	Fee Ref	Tax Ref	Tot Ref
12/07/2022	2183171	6	AR	345101_D	December 19, 2022 (345101-D)	Refund Now	grabowsm	15.00	0.00	15.00
12/07/2022	2183171	6	AR	345101_E	December 20, 2022 (345101-E)	Refund Now	grabowsm	40.00	0.00	40.00
12/07/2022	2183171	6	AR	345101_F	December 21, 2022 (345101-F)	Refund Now	grabowsm	40.00	0.00	40.00
12/07/2022	2183171	6	AR	345101_G	December 22, 2022 (345101-G)	Refund Now	grabowsm	40.00	0.00	40.00
12/07/2022	2183171	6	AR	345101_H	December 23, 2022 (345101-H)	Refund Now	grabowsm	40.00	0.00	40.00
12/09/2022	2184096	3	AR	125006_A	Skating - Level 2 (125006-A)	Refund Now	HALTI	80.00	0.00	80.00
12/09/2022	2184096	3	AR	125002_A	Skating - Tot 1 (125002-A)	Refund Now	HALTI	80.00	0.00	80.00
12/12/2022	2185925	6	FR	COURT_TLRC_C	Court 1 on 01/15/2023 at 11:00am to	Refund Now	grabowsm	120.00	0.00	120.00
12/14/2022	2186833	6	AR	350204_B	H.I.I.T. (350204-B)	Refund Now	grabowsm	20.62	0.00	20.62
12/14/2022	2186833	6	AR	350204_B	H.I.I.T. (350204-B)	Refund Now	grabowsm	20.63	0.00	20.63
12/16/2022	2187631	6	AR	150301_E	BBall - Grade 4 Boys (150301-E)	Refund Now	grabowsm	95.00	0.00	95.00
12/20/2022	2189150	5	PSS	5903	Switch Yard Park Pavilion (5903)	Refund Now	michele.wilson	240.00	0.00	240.00

**Report Summary Totals**

<b>Total Refund Records:</b>	<b>12</b>
<b>Total Fees Refunded:</b>	<b>831.25</b>
<b>Total Tax Refunded:</b>	<b>0.00</b>
<b>Total Amount Refunded:</b>	<b>831.25</b>

# Refund Listing Report

SELECTION CRITERIA

---

GENERIC REPORT CRITERIA

Output Template:	VSI - Refund Listing Report
Output Type:	Detail
Preview Report:	yes
PDF:	Yes
Print Selection Criteria:	Yes
CSV Summary Option:	Raw Data

REPORT SPECIFIC CRITERIA

Refund Type:	Refund Now
Begin Service Item:	
Begin League:	
Begin Locker:	
Begin Trip:	
Begin Activity Section:	
Begin Pass:	
Begin Rental Item Code:	
Begin Inventory Item:	
Begin Ticket:	
Begin Facility:	
Begin Refund Date:	12/01/2022 - Actual Date 12/01/2022
End Ticket:	<u>ZZZZZZZZ</u>
End Inventory Item:	<u>ZZZZZZ</u>
End Pass:	<u>ZZZZZZ</u>
End Refund Date:	12/31/2022 - Actual Date 12/31/2022
End Trip:	<u>ZZZZZZZZ</u>
End Facility:	<u>ZZZZZZ</u>
End League:	<u>ZZZZZZ</u>
End Service Item:	<u>ZZZZZZZZZZ</u>
End Locker:	<u>ZZZZZZ</u>
End Activity Section:	<u>ZZZZZZZZZZ</u>
End Rental Item Code:	<u>ZZZZZZ</u>
Begin Drawer:	1
End Drawer:	500



**STAFF REPORT**

Agenda Item: A-7  
Date: 1/18/2023

Administrator  
Review\Approval  
PM

**TO:** Board of Park Commissioners  
**FROM:** Clarence Boone, Facility/Program Coordinator  
**DATE:** **January 24, 2023**  
**SUBJECT:** **REVIEW AND APPROVAL OF 2023 FARM VENDOR CONTRACT, HANDBOOK, AND EXHIBITS**

**Recommendation**

Staff recommends approval of the farm vendor contract, handbook and exhibits for the 2023 Bloomington Community Farmers' Market.

**Background**

The Department is currently accepting farm vendor applications for the 2023 market season. Applications will be accepted through February 21<sup>st</sup>, for those intending to reserve a space for the April or May- October seasons. Applications will be accepted for day stall vendors as long as space allows.

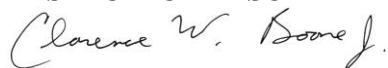
The 2023 contract and exhibits have been updated to reflect 2023 dates.

The Handbook has gone through updates that reflect the following changes:

- Date changes related to a new market season
- A few grammatical edits
- Inclusion of new guidelines from the Indiana Department of Health for home-based vendors

The changes have been discussed with the Farmers' Market Advisory Council and all pertinent documents have been reviewed by Legal.

**RESPECTFULLY SUBMITTED,**



Clarence Boone, Program/Facility Coordinator

2023-January

# 2023 FARM VENDOR HANDBOOK



# Farm Vendor Handbook

## With Market Information & Guidelines

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# Part 1. Introduction

## A. Bloomington Community Farmers' Market Mission

The Bloomington Community Farmers' Market mission is:

- To strengthen our local agriculture and food community by serving as a venue to nurture the direct, positive relationships between small farmers, food and beverage artisans and customers;
- To promote a safe and welcoming environment for all while enhancing and reflecting the City of Bloomington's diversity and encouraging multicultural awareness;
- To promote and improve food justice by implementing programs to increase access to Market products by low-income individuals; and
- To improve local food security and community sustainability by fostering a resilient food supply.

## B. Market Contact Information

### **Clarence Boone, Market Coordinator**

City of Bloomington Parks and Recreation Department  
401 N. Morton St., Suite 250  
Bloomington, IN 47404  
Office: (812) 349-3738  
Email: [farmersmarket@bloomington.in.gov](mailto:farmersmarket@bloomington.in.gov)

### **Sarah Mullin, Market Supervisor**

Office: (812) 349-3704  
Email: [mullins@bloomington.in.gov](mailto:mullins@bloomington.in.gov)

### **Market day cell: (812) 327-7034**

For more information on the Bloomington Community Farmers' Market including: special events, weekly entertainment and farm vendor contracts, email: [farmersmarket@bloomington.in.gov](mailto:farmersmarket@bloomington.in.gov) or visit [bloomington.in.gov/farmersmarket](http://bloomington.in.gov/farmersmarket).

## C. Market Seasons and Sites

**April Market**—Open every Saturday in April from 8 a.m.–1 p.m. at Showers Common, 401 N. Morton St.

**May–October Market**—The peak season Market is open every Saturday May–September from 8 a.m.–1 p.m. and every Saturday in October from 9 a.m.–1 p.m. at Showers Common, 401 N. Morton St.

**Tuesday Market**—Open every Tuesday, June–September, from 4–7 p.m. at the Switchyard Park Pavilion, 1601 S. Rogers St.

**November Market**—The November Market is held the first three Saturdays in November from 9 a.m. until 1 p.m. at the Switchyard Park Pavilion, 1601 S. Rogers St.

**Holiday Market**—The Holiday Market takes place at Showers Common, 401 N. Morton St. on the last Saturday of November from 10 a.m. until 3 p.m.

## D. Farmers’ Market Advisory Council Welcomes You

The Farmers’ Market Advisory Council consists of 11 members—six representing Market vendors, and five representing customers. The Council acts in an advisory capacity to the Board of Park Commissioners and Park staff on policy matters relating to the Farmers’ Market. Contact the Advisory Council members through contact information listed on the website at [bloomington.in.gov/farmersmarket](http://bloomington.in.gov/farmersmarket). Members of the public are welcome to attend Advisory Council meetings. Meetings are usually held at 5:30 p.m. on the third Monday of each month. It is advisable to check the website prior to each month’s meeting in case there has been a change.

## E. *Market Beet* Newsletter

The *Market Beet*, the newsletter of the Bloomington Community Farmers’ Market, keeps Market vendors informed of issues, ideas and events important to vending at the Market and is published periodically throughout the Market season. Vendors are added to the *Market Beet* mailing list once their Market vending contract is received. Please be sure to notify Market staff of any email address updates.



# Part II. Who Can Sell, What Can Be Sold?

## A. Who Can Sell?

Farm vendors who wish to sell at the Farmers' Market are required to submit a complete Farm Vendor Application and the accompanying \$20 fee to the Parks and Recreation office by Monday, February 20, 2023 if the vendor wants to reserve a space for the 2023 season. The information on these documents is public record. All vendors will be notified of either their accepted or denied application.

Farm vendors selected and approved to sell at Market must reside in Indiana and are expected to be consistently involved with and participate substantially in the production, including aspects like planting, cultivating, harvesting, and raising of goods permitted for sale at the Market. The ELIGIBILITY OF VENDORS section of the contract provides definitions to determine eligibility to vend. A primary mission of the Market is to support small farmers and these definitions provide clarification as to who is a small farmer.

## B. What Can Be Sold?

The Bloomington Community Farmers' Market provides a venue for selected producers to sell what they raise directly to the public. The Market staff reserves the right to verify that all goods are produced in Indiana by the vendor. Vendors should contact the Market Coordinator (at Market or via contact information on p. 1) if there is reason to believe that a vendor is not producing the product they are selling at Market. Market staff will assess the situation and determine the best course of action. Vendors must display legible price markers for goods offered for sale. All displayed product must be for sale, unless the item is a part of display materials. Vendors may only display signs, information and/or items at their stands that promote the products they are selling or that are directly related to their business.

### GOODS PERMITTED FOR SALE

The following categories of products are permitted for sale: 1. Unprocessed Farm Products, 2. Plants, 3. Value-Added Foods, 4. Home-Based Vendor Foods, 5. Crafted Non-Food Farm Products, 6. Crafts, 7. Grown/Raised and Prepared at Market by Vendor, 8. Pet Foods, and 9. Aquaculture Foods.

In addition to distinct requirements for each category of product, the following considerations apply to all products sold at Market:

1) All of the non-native plant species listed on the Indiana Invasive Species Council plant list (at [www.bit.ly/invasivelist](http://www.bit.ly/invasivelist)) and all of their hybrids, cultivars and varieties, and any material produced by them are not permitted for sale at Market. It is the vendor's responsibility to become familiar with this list.

**Trees:** Invasive species include Norway maple (*Acer platanoides*), sawtooth oak (*Quercus acutissima*), Siberian elm (*Ulmus pumila*), and Callery pear (*Pyrus calleryana*)\*

\*some of the many cultivars of Callery pear include Bradford pear, Aristocrat, Cleveland Select, and Chanticleer.

**Shrubs:** Invasive species include Japanese barberry (*Berberis thunbergii*), autumn olive (*Eleagnus umbellata*), Russian olive (*Eleagnus angustifolia*), glossy buckthorn (*Frangula alnus* or *Rhamnus frangula*), common buckthorn (*Rhamnus cathartica*), privet (*Ligustrum obtusifolium* and *L. vulgare*), burning bush (*Euonymus alatus*), wineberry (*Rubus phoenicolasius*), and sericea lespedeza (*Lespedeza cuneata*).

**Grasses:** Invasive species include reed canary grass (*Phalaris arundinacea*), Phragmites (*Phragmites australis*), and Chinese maiden grass (*Miscanthus sinensis*).

**Flowers:** Invasive species include crown vetch (*Coronilla varia*), dame's rocket (*Hesperis matronalis*), Japanese knotweed (*Reynoutria japonica* or *Polygonum cuspidatum*), multiflora rose (*Rosa multiflora*), and purple loosestrife (*Lythrum salicaria*).

**Vines:** Invasive species include oriental bittersweet (*Celastrus orbiculatus*), Japanese hops (*Humulus japonica*), English ivy (*Hedera helix*), periwinkle (*Vinca minor*), wintercreeper (*Euonymus fortunei*), and moneywort or creeping Jenny (*Lysimachia nummularia*).

2) Product that is collected on public or private lands will be closely monitored. If collecting is done on public land, vendor must obtain all necessary permits. Collecting shall be done in a way that does not diminish the propagation of the resource. No threatened or endangered plants are permitted for sale.

3) Vendors wishing to sell cultivated fruits, vegetables or nuts from perennial plants acquired at or near maturity that require ongoing care, must seek permission from the Market Coordinator.

4) Citations to guidelines regulated by entities other than the City of Bloomington are for reference purposes only and do not relieve the vendor from knowing the underlying provisions.

## 1. Unprocessed Farm Products

Unprocessed Farm Products are farm products that are not processed beyond harvesting, cleaning, drying and packaging. These products include: whole, uncut fruits and vegetables, herbs, nuts, cut flowers, seeds, whole grains, cultured mushrooms, wild collected mushrooms,\* eggs,\*\* and non-food animal products and plant material.\*\*\*

Sprouts (generally defined as seeds germinated in water and both seed and sprout are eaten) and pokeweed, or other potentially hazardous, unprocessed farm products, are not permitted for sale. Microgreens and shoots (generally defined as young plants raised in a growing medium with the seed not being intended for consumption) are permitted for sale.

Community Supported Agriculture (CSA) boxed shares, which are sold in advance to subscribers, may be sold and/or distributed from vendor stands, but may only contain Market-eligible items produced by that vendor.

\*Only the following wild-collected mushrooms are eligible for sale: Black Morel (*Morchella angusticeps*), Yellow, Grey, or Sponge Morel (*Morchella esculentoides*), Oyster (*Pleurotus ostreatus*), Smooth Chanterelle (*Cantharellus lateritius*), Common Chanterelle (*Cantharellus cibarius*), Peach Chanterelle (*Cantharellus persicinus*), Chicken of the Woods (*Laetiporus sulphureus*, *Laetiporus cincinnatus*), Hen of the Woods (*Grifola frondosa*), Hedgehog (*Hydnum repandum*), Lion's Mane (*Herinum erinaceus*), Turkey Tail (*Trametes versicolor*), and Reishi (*Ganoderma lucidum*). In order to sell these mushrooms, vendor must give prior notice to the Market manager. Mushrooms must be inspected prior to sale by a qualified inspector chosen by the City of Bloomington at a cost to the vendor of \$5 per day on which mushrooms are inspected.

\*\*If selling eggs, they must be kept at 41 degrees or less, and used egg cartons may only be used if relabeled with vendor's name, address, pack date, expiration date and grade. Eggs on display at temperatures above 41 degrees must be labeled "For Display Only" and may not be sold. If selling chicken eggs, vendor must obtain a current egg vendor license issued by the State Egg Board. Contact information is on p. 22 in the "Vendor Resources" section. If selling shell eggs, not from chickens, vendor must obtain a Seasonal Food Vending Permit and/or Temporary Food Vending Permit from the Monroe County Health Department and have an initialed Shell Egg Exhibit attached to the Contract on file. This exhibit is available on our website at [bloomington.in.gov/farmersmarket/selling](http://bloomington.in.gov/farmersmarket/selling).

\*\*\*If selling compost, the vendor must comply with the National Organic Program standards for composting plant and animal materials found here: [www.bit.ly/NOPcompost](http://www.bit.ly/NOPcompost). The vendor must keep thorough records of all components and processes.

## **2. Plants**

Plants (potted, in soil blocks, and bare-root) are permitted for sale with the following considerations:

1) For Annual Plants and Herb Plants (Annuals/Perennials):

- Must be grown by the vendor from seeds, cuttings or plugs.
- Purchased plant materials, other than seeds, must be grown on the vendor's premises for at least six weeks before they can be offered for sale at Market.

2) For Nursery Stock: Woody Stock, Houseplants and Perennials:

- Must be grown by the vendor from purchased seeds, seedlings, cuttings or stock, or from seeds, transplants or cuttings raised or taken by the vendor.
- Purchased plant materials, other than seeds, must be grown on the vendor's premises for at least eight weeks before they can be offered for sale at Market.

3) All containers must be utilitarian and not decorative.

4) Vendors selling any perennial plants should contact the Department of Natural Resources, Entomology Division to determine licensing and inspection needs. Contact information is on p. 22 in the "Vendor Resources" section.

## **3. Value-Added Foods**

Value-Added Foods are processed farm products made from raw ingredients in a licensed kitchen by the Vendor or, if required by law, at a processing facility. Value-Added Foods contain a significant portion of vendor grown/raised/collected product. Vendor must have an initialed Value-Added Foods Exhibit attached to the Contract on file and provide documentation of the all necessary permits, licenses, etc. Contact information for the Monroe County Health Department is on p. 22 in the "Vendor Resources" section.

The following categories of Value-Added Foods are permitted for sale at the Market: 1. Standard Value-Added Foods (products like salsas, relishes, ciders, jams, jellies, etc.), 2. Manufactured Grade Dairy Products (products like cheese), 3. Grade A Milk and/or Milk Products (products like milk and yogurt), 4. Fresh/Frozen/Preserved Beef, Pork, Rabbit, Goat, Poultry, Lamb or Other Meats, and 5. Wine. Specific requirements for Value-Added Foods are detailed in the Value-Added Foods Exhibit. This exhibit is available on the Market website at [bloomington.in.gov/farmersmarket/selling](http://bloomington.in.gov/farmersmarket/selling).

## 4. Home-Based Vendor Foods

Home-Based Vendor Foods include some non-potentially hazardous processed farm products not requiring any permits. These products include jams and jellies (canned or frozen) made from acidic fruits; frozen/dehydrated fruits, vegetables and herbs; dried cultivated mushrooms; vinegar; maple syrup; honey; sorghum; ground grains; spices; fermented foods; frozen poultry; and rabbit. No baked goods are permitted for sale by farm vendors as Home-Based Vendor Foods.

### Guidelines for Home-Based Vendor Foods

- 100% of product (with the exception of jams and jellies and fermented foods) must be vendor grown/raised/collected.
- All processing and packaging must be done by the vendor and have proper labeling.
- Vendors selling home-based vendor items are required to sign a Home-Based Vendor Foods Exhibit attached to the contract, which specifies the regulatory requirements. This Exhibit is available on the Market website at [bloomington.in.gov/farmersmarket/selling](http://bloomington.in.gov/farmersmarket/selling).
- Pursuant to a new law that affects Home Based Vendors, Indiana House Bill 1149 was passed and took effect July 1, 2022. As a part of this new legislation, all HBVs are now required to take a recognized food safety training and must provide a copy of the certificate to the local health department in the county where the HBVs residence is located. One of these recognized trainings is the ServSafe Food Handler course offered by the National Restaurant Association. The certification costs between \$7 and \$15 plus the time to take a couple-hour course online. The certificate is good for 3 years depending on where it is completed.

For more information and to see if you apply to this new law visit: <https://www.in.gov/health/food-protection/files/IDOH-HEA-1149-Guidance-Document.pdf> Also, click here for House Bill1149 info: <http://iga.in.gov/static-documents/8/8/d/4/88d4c8cb/HB1149.04.ENRS.pdf?fbclid=IwAR1MZfd4mlrkrGcGPIq9VhrGfypImJQqkkL9zzK7oFqrYUIR3COqVW5BaKo>

## 5. Crafted Non-Food Farm Products

Crafted non-food farm products are agricultural products made with vendor-grown, raised and/or gathered products that are crafted. Five categories of items are permitted for sale and are detailed below:

- 1) Beeswax/beeswax candles made solely from wax from vendor apiaries and, in the case of candles, a wick.
- 2) Fleece, roving, and yarn made solely from fiber from vendor-raised livestock.
- 3) Bar soap, provided any plant material used in the crafting of the soap is vendor grown/collected (with the exception of plant-based oils such as olive oil or essential oils) and provided the other ingredients are grown/raised by vendor constitute at least 20% of soap by weight (e.g. milk, honey, other emollients). Soap must be labeled with the contact information for the farm, ingredients in order by weight prior to any process of production, and the weight of the bar. A rope or string may be added to bar soap.
- 4) Worm casting “tea” made from castings from worms and other farm products raised by the vendor.
- 5) Potting soil and soil amendments containing not less than 70% vendor-produced compost and which has ingredients listed by volume on the packaging.

## 6. Crafts

Registered crafts are permitted for sale in April, May, October and November. Vendors who sold at eight Markets in 2022 during the months of June through September are eligible to sell registered crafts during the months of April and May, 2023. Vendors who sell at eight Markets in 2023 during the months of June through September will be eligible to sell registered crafts during the months of October and November, 2023. All crafts must be registered and meet the following craft guidelines.

### Craft Registration and Guidelines

- Prior to selling a craft, vendors must bring representative samples of each different type of craft item to the Market manager. Items will be reviewed for compliance with the Craft Guidelines at that time. In most cases, the Market manager will confirm the eligibility of an item on the day it is submitted, but consideration may extend for up to one week.
- All items must be original and handcrafted by the primary vendor, his/her immediate family (as defined in the vendor contract) or under the direction of the primary vendor.
- Items must be safe, have a reasonable life expectancy and exhibit quality craftsmanship.
- Balms and salves made from beeswax are permitted as long as the beeswax is vendor produced (plant-based oils and essential oils are not required to be vendor produced).
- In items made from or including minimally processed plant materials (e.g. flowers, herbs, vines, gourds, etc.), the plants must be vendor grown/collected.
- Items may not be made from commercial kits or plans, be made from molds not created by the vendor, contain a commercially made piece central to the design (unless it has been upcycled) or be made in a production facility.
- Items on display must be registered.

## 7. Grown/Raised and Prepared at Market by Vendor

Preparing food at Market is permitted following the guidelines below.

- Preparation of food at Market requires prior approval (based on desirability of food item and safety of setup) from Market staff. A limited number of farm vendors will be given permission to prepare foods at Market.
- All foods prepared at Market must meet the guidelines specified for Value-Added Foods (see p. 5) except requiring that foods be prepared in a licensed facility.

## 8. Pet Foods

Pet Foods are farm products made from raw ingredients, almost all of which are produced by the vendor. These products include dairy products and fresh/frozen/preserved meat or other processed agricultural or livestock products. Vendors selling pet foods are required to sign a Pet Foods Exhibit attached to the contract, which specifies the regulatory requirements. This Exhibit is available on the Market website at [bloomington.in.gov/farmersmarket/selling](http://bloomington.in.gov/farmersmarket/selling).

## 9. Aquaculture Foods

Vendors selling Aquaculture Foods, including fish and shrimp, are required to sign an Aquaculture Foods Exhibit attached to the contract, which specifies the regulatory requirements. This Exhibit is available on the Market website at [bloomington.in.gov/farmersmarket/selling](http://bloomington.in.gov/farmersmarket/selling).

# Part III. How the Market Works

## A. What Type of Vendor Are You?

There are two categories of Farm Vendors: Reserved Space Vendors and Day Space Vendors.

**Reserved Space Vendors** are vendors who claim the same space for the entire Market season by paying a fee in advance. Each vendor is limited to one reserved space unless otherwise assigned. No portion of the prepaid fee for the reserved space will be refunded after the beginning of the Market season unless the Market is suspended, in which case vendors will be reimbursed for their reserved space fee, prorated based on the number of weeks the Market is not open. Vendors who cancel their space reservations prior to the beginning of the season will be charged a \$20 administrative fee. If, for reasons outside the City's control, reserved spaces become unavailable on a particular Market day, the Market manager will attempt to reassign those spaces.

**Day Space Vendors** rent spaces available each Market day (see "Market Season Specifics" on pp. 9–14 for guidelines in utilizing these spaces). Payment is due on the day of reservation.

**Relocation of Vendors:** Notwithstanding the vendor point system, the City retains the right at its sole discretion to relocate vendors for reasons of public safety and/or to protect the efficient physical functioning of the Market.

## B. Vendor Point System

A point system is used to reward vendors who have participated in the Market the longest and most consistently. The system is based on the number of seasons of participation and the number of days of attendance. The same system is used for the Saturday Market and Tuesday Market; however, points for the four Markets (April, May–October, November, and Tuesday) are kept separate. Vendors participating in the Holiday Market will earn one point for each year's participation. Each Market day, a vendor must occupy and be prepared to sell from a vending space for 1½ hours during Market hours to be counted in attendance and be eligible to earn points.

Vending spaces are reserved prior to the season based on the following system: vendors with the most points select their spaces first. Space reservations will be made using the total number of points earned at the end of the previous season.

Points are earned and controlled by the primary vendor. Market attendance points are calculated as follows:

1. Two points per season for vending during a given season will be awarded to vendors who have participated in the Market in any of the three "recent seasons" (either the current season and the two prior seasons if Market is underway, or the three previous seasons if the Market has not yet opened for the year).
2. Also, for Market seasons beginning in 1983 up to the "recent seasons," a vendor receives one point for each season she/he sold at Market.
3. Additionally, vendors who participated in the Market during any of the three "recent seasons" will receive 0.2 points for each day the vendor sold during those seasons. For the Saturday Market, May–October, a maximum of 4.4 points can be earned (22 days) for daily attendance.

In the event the primary vendor no longer vends at Market, points may be given to additional vendors for the years they were on the contract or in the case of “immediate family” for the years they were “immediate family” as defined in the farm vendor contract. In the event that the contracted vendors develop a spin-off vendor, points accumulated by the primary vendor in that space will either have to be divided among the contracted vendors, or the primary vendor will receive all the points. Vendors who have not sold at Market in more than five years will lose all points.

The vendor point system continues to be renewed annually and may be subject to adjustments as deemed warranted and/or necessary.

## C. Market Season Specifics

### APRIL MARKET

The Market runs each Saturday in April from 8 a.m. until 1 p.m. Reservations for April reserved vending spaces are made at the Space Reservation Meeting on Thursday, March 09, 2023.

For information regarding coming and going, please refer to ENTERING AND EXITING THE MARKET in May–October information on p. 10.

#### Stand Information for the April Market

- The intention is to use the B, C and D shelters (see map on p. 23) as well as any small vending spaces for the reserved spaces.
- Space assignments will be based on April Market points earned.
- Vendor must occupy a reserved space by 7:30 a.m. on Market day or give up all rights to the space for that day.
- Day spaces will be available on a first-come, first-served basis. A map indicating which spaces are unreserved in April will be available in advance of the first Market and from the Market manager.
- Unused, reserved spaces will be available on a first-come, first-served basis, as well. Vendors wishing to access these spaces need to contact the Market manager. The Market manager will notify them of the availability of those spaces at 7:30 a.m.
- After 8 a.m., vendors may utilize, for price of booth fee, the adjacent, unused spaces.
- Large vending spaces are approx. 9' x 26' in size and small vending spaces are approx. 9' x 8' in size. Due to space constraints, 10' x 10' size tents will not be suitable at the Farmers Market and you will need to purchase a new one. Vendors’ setup must be within the boundaries of their space, with the exception of flared tent legs (the tent canopy cannot exceed the dimensions of the space).

#### Rental Fees for the April Market

Vending Space	Reserved Price	Day Price	*Senior price applies only if all vendors and stand assistants on contract are 60 years of age or older by the date of the reservation meeting.  **Youth price applies only if all vendors on contract are 16 years of age or younger.
Large Space	\$110	\$22	
Large Senior*/ Youth** Space	\$80	\$16	
Small Space	\$70	\$14	
Small Senior*/ Youth** Space	\$55	\$11	



## **MAY THROUGH OCTOBER—PEAK SEASON MARKET**

The peak market runs every Saturday, May–October. Hours: May–September—8 a.m. until 1 p.m. and October—9 a.m. until 1 p.m. Reservations for May–October reserved vending spaces are made at the Space Reservation Meeting on Thursday, March 09, 2022.

Reserved space vendors are required to notify the Market manager in person, by email—farmersmarket@bloomington.in.gov—or by phone—(812) 349-3738—**before 5 p.m. Friday, or via the Market cell phone—(812) 327-7034—prior to 6:30 a.m.** Saturday, if they will not be utilizing their space on a given Market day. If vendor does not notify the Market manager in advance of an absence, it will be assumed vendor is not attending Market until notification of his/her attendance is received, and his/her space may in subsequent weeks be utilized as a day space.

### **Entering and Exiting the Market**

In April–September, in order to alleviate congestion in the Market lot, trailers over 12' in length are required to either be parked in a vendor space or unloaded and removed from the Market by 7 a.m.

Early Vehicle Exit Spaces: Sixteen vending spaces have been designated “Early Vehicle Exit” spaces. Only vendors occupying the “Early Vehicle Exit” spaces are allowed to exit the Market site, with a Market staff escort, in motorized vehicles between 9:30 a.m. and 12:30 p.m. (April–September) and between 10:30 a.m. and 12:30 p.m. (October). The Market manager will determine whether or not it is safe to leave.

Procedures for exiting the Market at 1 p.m.: The Market manager will ring a bell at 1 p.m. indicating vehicle traffic is permitted only for vendors removing their vehicles from the Market. The Market manager will indicate to waiting vendors when space allows for vehicles to enter the Market (vehicles only will be permitted first, followed by vehicles with trailers in tow).

In November, all vendor vehicle traffic is permitted upon the ringing of the bell at 1 p.m.

Procedures for entering and exiting the Market may be modified if conditions warrant.

### **Stand Information for the May–October Market**

- Reservations for vending spaces are made in advance of the opening of the Market season at the Space Reservation Meeting. Each vendor may only reserve one vending space unless otherwise assigned.
- Day spaces are available on a weekly basis.
- Vendors must occupy a day (if already assigned) or reserved space by 7:30 a.m. in May–September and 8:30 a.m. in October, or give up all rights to the space for that day.
- Vehicles not parked within a large vending space need to be removed from the lot by 7:30 a.m. in May–September and 8:30 a.m. in October, unless the vendor is accessing an unused, reserved vending space that was reassigned at 7:30 a.m. or 8:30 a.m., respectively.
- Large vending spaces are approx. 9' × 26' in size and small vending spaces are approx. 9' × 8' in size. 10' x 10' tents are not permitted and do not fit in the vending spaces. Vendors' setup must be within the boundaries of their space, with the exception of flared tent legs (the tent canopy cannot exceed the dimensions of the space).



### Accessing Day Spaces in MAY–SEPTEMBER

Vendors interested in participating in the initial distribution of these spaces should park their vehicles outside the Market and report to the Market manager at the Market shed by 7 a.m. Day vendors **may not** set up/drop off items in a space prior to the lottery.

Vendors who do not have a space will select one space first, followed by vendors interested in accessing a second space, and then vendors interested in more than two spaces. Space assignments in the 7 a.m. pool will be based on the number of points earned by the vendor as of the space reservation meeting for the 2023 season.

Vendors interested in accessing day spaces, arriving after 7 a.m., should contact the Market manager. Once all vendors in the 7 a.m. pool have received their spaces, spaces will be assigned to vendors arriving after 7 a.m. in order of arrival.

In the event all designated spaces are occupied, the Market manager may assign “overflow” small vending spaces in locations that do not interfere with customer walkways, current vendor spaces and emergency access. These spaces may be smaller than 9' x 8' and can only be utilized by vendors occupying a single stand. Every effort will be made to find space for all interested vendors.

### Accessing Day Spaces in OCTOBER

Vendors interested in participating in the initial distribution of these spaces should park their vehicles outside the Market and report to the Market manager at the Market shed by 8 a.m.

Vendors who do not have a space will select one space first, followed by vendors interested in accessing additional spaces, with no limit on the number of spaces they may select. Space assignments in the 8 a.m. pool will be based on the number of points earned by the vendor as of the 2023 Space Reservation Meeting.

Vendors interested in accessing day spaces, arriving after 8 a.m., should contact the Market manager. Once all vendors in the 8 a.m. pool have made their space selections, spaces will be assigned to vendors arriving after 8 a.m. in order of arrival, with no limit to the number of spaces they may select.

### Rental Fees for the May–October Market

Vending Space	Reserved Price	Day Price	
Large Space	\$572	\$22	*Senior price applies only if all vendors and stand assistants on contract are 60 years of age or older by the date of the space reservation meeting.
Large Senior*/Youth** Space	\$416	\$16	
Small Space	\$364	\$14	
Small Senior*/Youth** Space	\$286	\$11	**Youth price applies only if all vendors on contract are 16 years of age or younger.

## TUESDAY MARKET

The Tuesday Market runs each Tuesday, June–September from 4 p.m.–7 p.m. at Switchyard Park on the brick plaza north of the Pavilion building, 1601 S. Rogers St.

Reserved space vendors are required to notify the Market manager in person, by email—farmersmarket@bloomington.in.gov—or by phone—(812) 349-3738 before 5 p.m. Monday, or via the Market cell phone—(812) 327-7034—prior to 3 p.m. Tuesday, if they will not be utilizing their space on a given Market day. If vendor does not notify the Market manager in advance of an absence, it will be assumed vendor is not attending Market until notification of his/her attendance is received, and his/her space may in subsequent weeks be utilized as a day space.

### Entering and Exiting the Market

At 3 p.m. and 7 p.m., the Market manager will coordinate entry to and exit from the Market. No vehicle traffic will be permitted during Market hours (4–7 p.m.)

### Stand Information for the Tuesday Market

- Reservations for reserved vending spaces will be made at a meeting with the date, time, and location to be determined. Each vendor is limited to one reserved 10' x 10' vending space, unless otherwise assigned. Various vendors will have multiple vending spaces.
- Day vending spaces are available on a first-come, first-served basis.
- Vendors' setup must be within the boundaries of their space, although vendors' tents or other shelters may extend in front of their space(s), with manager discretion to allow for adequate shading of their product.
- Vendors may not begin setting up until 3 p.m. Vendors must occupy a reserved space by 3:30 p.m. on Market day or give up all rights to the space for that day.

### Vendor Parking for the Tuesday Market

There is ample parking available for vendors in the immediate vicinity of the Market.

### Rental Fees for the Tuesday Market

Vending Space	Reserved Price	Day Price	*Senior price applies only if all vendors and stand assistants on contract are 60 years of age or older by the date of the space reservation meeting.
10' x 10' Space	\$204	\$12	
10' x 10' Senior*/Youth** Space	\$170	\$10	**Youth price applies only if all vendors on contract are 16 years of age or younger.

## NOVEMBER MARKET

The November Market is held the **first three Saturdays in November** from 9 a.m. until 1 p.m. at Switchyard Park Pavilion, 1601 S. Rogers St. To reserve a space, reservation forms need to be submitted by the last Market day in September. Space Reservation Forms for the November Market are available from the Market manager.

### Entering and Exiting the Market

At 8 a.m. and 1 p.m., the Market manager will coordinate entry to and exit from the Market. The Market Manager will coordinate entry to and exit from the market. No vehicle traffic permitted between 9 a.m. and 1 p.m.

### Rental Fees for the November Market

Vending Space	Reserved Price	Day Price	*Senior price applies only if all vendors and stand assistants on contract are 60 years of age or older by the date of the reservation meeting.
Small Space	\$70	\$14	
Small Senior*/ Youth** Space	\$55	\$11	**Youth price applies only if all vendors on contract are 16 years of age or younger.

## HOLIDAY MARKET

The Holiday Market is the **last Saturday in November** from 10 a.m. until 3 p.m. To reserve a space, space reservation forms need to be submitted by the last Market date in September. There will be no day spaces available. Space Reservation Forms for the Holiday Market are available from the Market manager.

### Entering and Exiting the Market

Proceeding to and from the Holiday Market is the same as during the May–October Market (see p. 10), except that vendors must occupy their space by 9:30 a.m. and may not exit the Market until 3 p.m.

### Stand Information for the Holiday Market

- The intention is to use the large spaces in the A, B, C, and D shelters (see map on p. 23.) The small vending spaces in the middle of the Market may be available for reservation as well (please note small vending space preferences in the special request section of the Space Reservation Form). The setup may be adjusted depending on the number of Space Reservation Forms received.
- Space assignments will be based on Holiday Market points earned (with previous May–October points used as a tie breaker) and space availability.

### Additional Information Specific to Selling at the Holiday Market

Vendors earn one point for each year in attendance at the Holiday Market.

### Rental Fees for the Holiday Market

Cost is \$30 per farm vending space.

## D. Gift Certificates and Market Bucks

### Gift Certificates

Market customers can purchase Market Gift Certificates, vouchers which are valued at \$5 or \$20 each, good toward the purchase of products at the Market. Any product offered by participating vendors is eligible. Customers can purchase gift certificates during Market hours in the City Hall atrium, or in the Parks and Recreation office in City Hall, Monday–Friday from 8 a.m.–5 p.m. Gift certificates are good for one year from the date of issue. **Vendors may give cash change for gift certificate purchases.**

### Market Bucks—Supplemental Nutrition Assistance Program (SNAP)

Market Bucks improve access among low-income residents to fresh, local food while increasing the customer base for Market vendors. During Saturday Market hours, in the City Hall atrium, and during Tuesday Market hours, at the Market Information Table, food assistance recipients can exchange the electronic SNAP benefits on their Hoosiers Works cards for Market Bucks (vouchers valued at \$3 each). The Market Bucks can be spent with participating farmers and prepared food vendors for allowable foods.

### Market Bucks Allowable and Non-allowable Foods

**Allowed** foods include fresh fruits and vegetables, meat, eggs, dairy products, bread and other baked goods, cereal and edible grains, packaged foods not intended for on-site consumption, and plants or seeds which will produce food. Packaged coffee and tea may be purchased, but not brewed coffee or tea prepared for on-site consumption. **Please note that this is a federal program and adherence to rules by all vendors is extremely important.**

**Disallowed** products include foods sold hot or prepared for on-site consumption, wine, any hot or cold prepared beverages, any food purchased with the intent of reselling and any non-food items.

### Accepting Market Bucks at Your Booth

Once the customer has made his/her selection, the vendor will verify the eligibility of the selected products, tally the prices and inform the purchaser of the total. In the event that the purchase does not equal an amount divisible by three, the customer may elect to pay the additional amount, or may add or subtract items in order to equal a three dollar increment. **No money may be given as change or exchanged for Market Bucks.**

### Gift Certificates and Market Bucks Participation

Vendors are encouraged to participate in the Gift Certificate Program/SNAP (GCP/SNAP) offered by the Market. Vendors who have no SNAP-eligible products, and therefore cannot accept Market Bucks, can still participate in the Gift Certificate Program by following the same steps listed below.

In order to participate, all vendors must: 1) Indicate on the Market application their intention to participate, 2) fill out and return, or have on file, a W-9 form and a City of Bloomington Vendor EFT form, included in the Training Guide, which will be provided, and 3) read the GCP/SNAP Farmer/Food and Beverage Artisan Vendor Training Guide.

### Redeeming Gift Certificates and Market Bucks for Payment

Once W-9 and EFT forms have been processed, vendor will receive a Vendor Card. Present this card along with Gift Certificates and Market Bucks at the time of redemption. Vouchers may be redeemed on Saturdays in the City Hall atrium from 9 a.m.–12:30 p.m. and at Tuesday Market. At the Holiday Market, redemptions may be turned in at the Market Information Table from 10 a.m.–3 p.m.

The vendor will receive a redemption receipt and will be forwarded payment from the City of Bloomington within a few weeks.

All Gift Certificates and/or Market Bucks should be submitted at Market no later than the Holiday Market. In the event that a vendor does not redeem Gift Certificates and/or Market Bucks by the Holiday Market, the Market manager may be contacted for possible redemption.

## **E. General Information**

### **Food Safety on the Farm**

Food safety starts on the farm. It is vitally important to practice safe food handling on your farm to help protect public health, as well as your family, business and livelihood.

### **Health and Safety Requirements**

All items intended for human consumption must be kept out of direct contact with the asphalt at all times and be in safe and sound condition. The vendor is solely responsible for damages resulting from the sale of unsafe or unsound goods. Glass containers used for display purposes must be properly secured. Animals are not permitted in the Market, as defined by the paved area of Showers Common and the Market B-Line Café.

### **Sampling Product**

Vendors interested in offering samples of their products should see the Market manager for Sampling Guidelines.

### **Equipment and Supplies**

Each vendor must supply his/her own tables or other display equipment. Umbrellas or other weather protection devices are supplied by the vendor and must be securely anchored. The vendor is solely responsible for damages or personal injury resulting from the use thereof. Prior approval is required for any heat-producing devices. Vendors will be required to adjust their setup if it is determined to be unsafe by the Market manager.

If selling items by weight, the Vendor must use an N.T.E.P. certified scale which is legal for trade. This scale will be subject to periodic inspection by the Monroe County Department of Weights and Measures. Some produce items are limited by what ways they can be sold. Please contact the Monroe County Department of Weights and Measures to learn about the legal method of sale for the most common fruit and vegetable items. Contact information is on p. 22 in the “Vendor Resources” section.

### **Indiana Sales Tax**

Plants, crafts and other non-food items sold in Indiana are subject to sales tax. Vendors should apply for a Registered Retail Merchant’s Certificate (RRMC). A business tax application (BT-1) must be filed through the Indiana Department of Revenue along with a registration fee. RRMCs must be renewed every two years.

### **Vacating the Market Site**

On Saturdays, excluding the Holiday Market, vendors must vacate the premises, including the removal of all personal items and equipment, by 2 p.m. (with the exception that vendors’ vehicles may remain in the Showers Common lot). On Tuesdays vendors must vacate the premises, including the removal of all personal items and equipment, by 7:30 p.m.

## **Farmers’ Market Nutrition Program**

The Farmers’ Market Nutrition Program (FMNP) is a USDA-funded program managed by the Indiana State Department of Health. The FMNP has two components: 1) For Women, Infants and Children (WIC) program participants and 2) for low-income seniors. Participants in the FMNP are provided with vouchers which can be used to purchase fresh fruits and vegetables from participating vendors. Vendors with qualifying products (fruits and vegetables) are strongly encouraged to participate. Vendors must be approved by the Indiana State Dept of Health prior to participating in this program. See “Vendor Resources” on p. 21 for contact information or ask the Market manager for help.

## **Organic Certification**

The Indiana Specialty Agriculture, Organics, and Small Farms Resource Guide is available online. Visit [www.ams.usda.gov/nop](http://www.ams.usda.gov/nop) for more information, including a list of USDA-accredited certification agencies. Federal law, which went into effect in 2002, requires that any grower with sales over \$5,000 calling their product organic, must be certified organic by a USDA-accredited agency. Growers with gross sales less than \$5,000 may call their product organic as long as they sign an affidavit to that effect and comply with all other USDA rules.

## **ATM Machine**

There is an automated teller machine located in City Hall on the first floor, between the accessible men’s and women’s restrooms.

## **Severe Weather and Market Suspension and Cancellation Policy**

In the event of thunder, lightning, high winds, tornado, hail or other severe weather at the Market site, it is recommended that participants take shelter on the lower level of City Hall. In the case of heavy rain, thunder or lightning, if you cannot take cover in the building, then move to an enclosed vehicle with a metal roof and closed windows, taking care not to touch the metal frame of the vehicle until the threat has passed.

The Monroe County emergency sirens sound with a steady tone in the event that the National Weather Service has issued a tornado warning for the county or if emergency personnel have sighted a funnel cloud or tornado. At the time of the siren sounding, the Market manager will alert Market patrons that the lower level of the City Hall is the safest nearby location and to seek shelter until the threat has passed. The tornado siren will sound for 5 minutes, but the cessation of the siren does not necessarily mean that the threat of a tornado has passed. Market staff will notify participants in City Hall when it is safe to return to the Market.

Sustained adverse weather or a potential natural disaster may necessitate a decision to suspend or cancel the Market. The safety of vendors, customers, and staff are always at the forefront of Market management’s judgement. Prior to such a decision, consultation will take place with appropriate City safety staff and/or county agencies such as the Monroe County Office of Emergency Management, or the National Weather Service.

## **Vendor Profiles on Market Website**

Farm Vendors and Food and Beverage Artisans are invited to submit information and a photo for an online profile page on the Market website: [bloomington.in.gov/farmers-market/vendor](http://bloomington.in.gov/farmers-market/vendor). The profiles give Market customers a chance to learn more about participating Market farm vendors or businesses, growing practices, available product and contact information. The City reserves the right to edit or modify any content submitted to ensure it is appropriate for the City website and consistent with the City’s objectives and goals.

To establish a profile submit an online form. The link to the online form is available on the website at [bloomington.in.gov/farmersmarket](http://bloomington.in.gov/farmersmarket). Profile information is due by March 31, 2023. Updates to existing profiles will be made once a year, during the application period, unless a major life event occurs that makes the profile inaccurate.

## **City's Rights**

The City retains its rights to terminate the Market, or to change the times, dates, locations and/or policies related to the Market, at its sole discretion, whenever the City finds that it is in the public interest to do so. The City will make reasonable efforts to provide adequate notice of changes and cancellations to all vendors. In the event of Market suspension or termination, vendors will be reimbursed for their Reserved Space Fee, pro rata based on the number of weeks the Market is not open.

## **VENDOR BEHAVIOR**

### **Commitment to the City of Bloomington's Values and the Market's Mission**

The City of Bloomington considers diversity a source of strength that adds to Bloomington's character. The Bloomington Community Farmers' Market, as a program of the City, works to create an environment where all can feel welcome and safe regardless of race, religion, color, national origin, ancestry, sex, disability, sexual orientation, gender identity, veteran status, housing status or familial status. As a party to the Bloomington Community Farmers' Market Farm Vendor Contract, vendors shall collaborate with each other and the City, assisting in creating a welcoming environment for all who attend the Market and shall represent themselves in a professional manner that reflects their commitment to the Market's mission and customer satisfaction. Behavior outside of the Market that relates to the Market must not reflect poorly on the Market or the reputation of the City and must be consistent with the mission and goals of the Market.

Vendors acknowledge that the City of Bloomington prohibits its employees from engaging in harassment or discrimination on the basis of sex, race, religion, color, national origin, ancestry, disability, gender identity, sexual orientation, housing status or veteran status, including harassing or discriminating against vendors or their stand assistants at the Market. If a vendor or stand assistant believes that a City employee engaged in such conduct at the Market towards the vendor and/or any of its stand assistants, the vendor may file

a complaint with the Market Coordinator and/or with the City Human Resources Department or the Bloomington Human Rights Commission. The City takes all complaints of harassment and discrimination seriously and will take appropriate disciplinary action if it finds that any City employee engaged in such prohibited conduct at the Market.

### **Complaint Policy and Process**

Maintaining a supportive, respectful, and welcoming atmosphere at the Bloomington Community Farmers' Market is critical to the overall success of the Market. Professional conduct is expected at all times. Yelling, swearing, or other harassing or threatening behavior in person or via digital media will not be tolerated. This type of behavior may result in expulsion from the Bloomington Community Farmers' Market. Vendors who are expelled from the Market may appeal the decision to the Farmers' Market Advisory Council or Board of Park Commissioners, depending on the infraction.

Market management cannot effectively act on rumor or anonymous, vague, or untimely complaints about the conduct of others. All complaints by a vendor against another vendor must be submitted in writing to the Market Coordinator. Unsigned complaints will not be addressed. Complaints must be signed by individuals with direct knowledge of facts and events. Market management will strive to handle all complaints as efficiently, fairly, and discreetly as possible.

- All complaints by a vendor against another vendor must be submitted in writing to the Market Coordinator within 14 days of the incident in question. Complaints by or about customers must also be submitted in writing.
- Consultation with knowledgeable individuals such as Monroe County Health Department officials, Human Rights Commission, Bloomington Police Department or other local experts may be needed in the evaluation of complaints.
- Market management will investigate the allegations regarding vendor farms and/or products within 21 days. This may include an inspection visit to the accused vendor's farm or production site.
- The complainant and alleged violator may be asked to agree to attend a joint meeting if the Market Coordinator determines this would be useful in resolving the situation. The purpose of such a meeting would be to clarify policies, determine whether and to what degree there was a violation, and to determine what disciplinary action, if any, is appropriate.
- All investigations will be done directly and privately. At the conclusion of the investigation, a summary finding will be placed in the Market files and given only to parties involved. However, the complaint and all records of the investigation and sanctions are public records subject to disclosure pursuant to Indiana Law.
- The Market Coordinator and City of Bloomington Parks and Recreation representatives have full authority to interpret, implement, and enforce policies. Violation of these rules is cause for imposing sanctions up to and including expulsion from the Market.

## **Identify Your Space**

Vendors must display a sign at their stand identifying their name, or the name of their farm or business.

## **Smoking and Vaping**

Smoking and vaping are prohibited within the Market, as defined by the paved area of Showers Common, the Market B-Line Café, and the fee area of Info Alley during Market hours or on the Showers Plaza during events.

## **Tape on Shelters**

Do not tape anything to the shelters.

## **Electricity**

There are a few electric outlets located in the Market (see map on p. 23). Vendors located next to an outlet may utilize the electricity for themselves and/or allow other vendors access. Extension cords may not cross frequently traveled customer paths. Generators are not permitted.

## **Excess Produce**

The Market partners with the Farm to Family Fund to collect extra farm products at Saturday and Tuesday Markets. These products are distributed to local food pantries. More information about these opportunities will be available from Market staff.

## **Compost**

Any produce that is too damaged to donate to the Farm to Family Fund must be removed from the Market. Do NOT place compost in the trash cans.

## **Space Clean-Up**

Clean up your area prior to leaving the Market. Dustpans and brooms are available in the Market shed for your use.



## **Dumping Water**

Be considerate of vendors downstream, and pour excess water out on the plants in the landscaped areas.

## **Landscaping Carts**

Landscaping carts are available on a first-come, first-served basis at the Market shed to assist you in moving produce and supplies in and out of the Market. After using, please return carts to the Market shed.

## **Vehicles and Trailers**

Vendors must work together when maneuvering vehicles through the Market. In particular, vendors unloading and removing vehicles (especially vehicles with trailers) from the Market must do so in a timely manner and in a way that does not unreasonably disrupt the vendor vehicle traffic flow in to and out of the Market. Detailed information on trailers in the Market is found on p. 10.

# **EXPECTATIONS**

## **What the City expects from Vendors**

Vendors and their stand assistants shall not be discourteous, disrespectful or dishonest to anyone with whom they interact at the Market, including Market customers and attendees, other vendors, staff, volunteers, entertainers or anyone else at the Market.

It is expected that day stall vendors and their stand assistants pay their fees on the day of reservation. This applies to all vendors on sight, not just day vendors.

Conduct at the Market on the part of a vendor or stand assistant that the City deems to be contrary to the provisions of the Vendor Contract, the Market Handbook or any Market rules may result in administrative action in accordance with the provisions of the Vendor Contract, including but not limited to suspension or ejection from the Market and/or future Market events. Vendors may appeal an adverse administrative action in accordance with paragraph 6 of the Bloomington Community Farmers' Market Farm Vendor Contract.

Vendors shall notify the Market Coordinator or Supervisor immediately of any unsafe conditions.

Vendors shall cooperate with the City to take all reasonable measures to ensure that the Market remains a welcoming, inclusive and safe venue.

Vendors may not engage in political or religious activities at the Market, except for Info Alley.

## **What Vendors expect from the City**

The City shall treat vendors and their stand assistants with courtesy, respect and honesty.

The City provides the Market as a location for producers to sell what they grow or create. Vendors understand that by managing the Market, the City is making no guarantee of the number of customers or the volume of business.

# F. APPENDIX

## VENDOR RESOURCES

### **Department of Natural Resources, Entomology Division**

402 W. Washington St., Room 290W  
Indianapolis, IN 46204  
(317) 232-4189  
[www.in.gov/dnr/entomology](http://www.in.gov/dnr/entomology)

### **Indiana State Department of Health Farmers' Market Nutrition Program**

Legita Wilson  
2 N. Meridian St. 5E  
Indianapolis, IN 46204  
[lwilson2@isdh.in.gov](mailto:lwilson2@isdh.in.gov)  
(800) 522-0874  
[www.in.gov/isdh/24776.htm](http://www.in.gov/isdh/24776.htm)

### **Monroe County Department of Weights and Measures**

119 W. Seventh St.  
Bloomington, IN 47404  
(812) 349-2566  
[www.co.monroe.in.us](http://www.co.monroe.in.us)

### **Monroe County Extension Office**

3400 S. Walnut St.  
Bloomington, IN 47401  
(812) 349-2575  
[extension.purdue.edu/county/monroe/index.html](http://extension.purdue.edu/county/monroe/index.html)

### **Monroe County Health Department— Food Safety**

Jessica Brown  
119 W. Seventh St.  
Bloomington, IN 47404  
(812) 349-2543  
[www.co.monroe.in.us](http://www.co.monroe.in.us)

### **State Egg Board**

Poultry Science Building, Purdue University  
125 S. Russell St.  
West Lafayette, IN 47907  
(765) 494-8510  
[www.ansc.purdue.edu/ISEB](http://www.ansc.purdue.edu/ISEB)

### **City of Bloomington Human Rights Commission**

Bloomington City Hall  
401 N. Morton St., Suite 220  
Bloomington, IN 47404  
(812) 349-3429  
[human.rights@bloomington.in.gov](mailto:human.rights@bloomington.in.gov)



**Bloomington Community  
Farmers' Market  
Saturdays**

**> Early Vehicle Exit**  
**+ Electric Outlet**

- Spaces 1-29 are small vending spaces.
- Spaces beginning with A, B, C, D or E are large vending spaces.
- Vehicles are only permitted in the large vending spaces (with the exception of D3-D6).

## IMPORTANT DATES IN 2023

- **Thursday, March 09, 2023—*May–October and April Market Space Reservation Meeting and Mandatory Vendor Meeting*** All vendors wishing to vend in 2022 should plan on attending.  
\*\* Meeting date and involvement may change due to COVID-19 protocols.
- **Monday, February 23, 2023—*Farm Vendor Application*** needs to be on file if reserving a space at the time of the space reservation meeting. Vendor contracts and payment are due March 20, 2023.
- **Friday, April 3, 2023—*Online and paper Vendor Profile*** submissions for the Market website due.
- **Saturday, September 23, 2023—*November Market and Holiday Market Space Reservation Forms*** need to be turned in at Market or to the Parks and Recreation Office.

## FORMS NEEDED TO SELL AT MARKET

- **Farm Vendor Application**—All vendors selling at Market must have this form on file by the deadline listed above.
- **Farm Vendor Contract**—All vendors selling at Market must have this form on file prior to first day of selling at the market.
- **Exhibits to the Contract**—Any vendor selling Value-Added Foods, Home-Based Vendor Foods, Pet Foods, Shell Eggs (not from chicken), or Aquaculture Foods must have the appropriate Exhibit on file and any additional paperwork required by the different regulatory agencies, which is specified on each Exhibit, by the deadline listed above.
- **November and Holiday Market Space Reservation Forms**—Any vendor interested in reserving a space for one of these Markets must turn in reservation forms by the deadline listed for each above.
- **City of Bloomington W-9 and Vendor EFT Forms**—Any vendor accepting Gift Certificates and/or Market Bucks (see pp. 15–16) must have these forms on file.

## Notes

## Notes





[bloomington.in.gov/farmersmarket](http://bloomington.in.gov/farmersmarket)



## **2023 BLOOMINGTON COMMUNITY FARMERS' MARKET FARM VENDOR CONTRACT**

In consideration for the privilege to participate in the 2023 Bloomington Community Farmers' Market ("Market"), the City of Bloomington ("City"), and the undersigned Vendor(s) ("Vendor") agree to the following:

### **1. ADMINISTRATION**

The Market is administered by the Parks and Recreation Department of the City in accordance with this contract (the "Contract"). The City selects and approves Vendors, sets fees and determines Market policies and criteria for eligibility. The criteria for eligibility it considers while reviewing applications are: that the Vendor produces goods in compliance with the Farm Vendor Handbook guidelines for the categories of goods the Vendor offers for sale; that the Vendor has had a positive history with the Market without prior contract violations; that the Vendor's products complement the product balance at the Market, that the Vendor is committed to the general mission of the Market; and that it is in the best interest of the Market, the public and the City to select the Vendor for the Market. The Market Coordinator and Supervisor review applications and have the discretion to select Vendors who meet the criteria for eligibility and whose products most closely match the City's mission for the Farmers' Market. Both also oversee the Market and have authority to assign vending space, settle disputes and disqualify or terminate vendors for violations of this Contract or Market regulations.

### **2. ELIGIBILITY OF VENDORS**

Following are definitions used, in part, to determine an individual's eligibility to vend at the Market:

"Producer" is a person who is consistently involved with and participates substantially in the production, including aspects like planting, cultivating, harvesting, and raising, of permitted goods sold pursuant to this contract.

"Primary Vendor" is a person who is a producer, is the person who owns, leases, rents or otherwise controls the land on which goods sold pursuant to this contract are raised and is the person who controls points for the Vendors on this Contract. The designation of "Primary Vendor" is determined by the vendor name listed first on this Contract.

"Vendor" is a person who is a producer or immediate family member of the Primary Vendor, as defined in this Contract, and has signed this Contract.

"Immediate Family" is defined as a parent, child, spouse or domestic partner of the Primary Vendor.

"Stand Assistant" is a person who assists the Vendor at Market, but does not fulfill the definition of Vendor set forth in this Contract. Stand Assistants must be accompanied by a Vendor in each and every distinct stand rented by the Vendor at a given Market. Stand Assistants cannot earn points for selling at Market.

Only individuals who are named as Vendors or Stand Assistants in this Contract may sell at the Market. A Vendor and a Stand Assistant working with that Vendor may sell only goods produced on land controlled by the Primary Vendor or on land on which the Primary Vendor's immediate family is a producer. A Vendor may be a party to only one Market contract and may have only limited financial interest in any other Market contract.

Vendors and Stand Assistants must be listed by full legal name on this Contract and must sign this Contract. If a Vendor wants any individual not listed on this Contract to serve as a Vendor or Stand Assistant, the Vendor must let Market Staff know the name of the Vendor or Stand Assistant by no later than 5 PM on the Thursday before the Market day, except in the case of a documented emergency. Failure to do so will result in the newly identified Vendor or Stand Assistant not being permitted to work at the following Saturday or Tuesday Markets.

"Innovative Farm Arrangement" is a farm arrangement that does not fit within the above established definitions of producer, primary vendor and/or vendor, but is determined to be within the scope and mission of the Market at the discretion of the Market Coordinator and Supervisor based, in part, on information provided in the Innovative Farm Arrangement application.

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

### **3. OBLIGATION TO COMPLY WITH MARKET HANDBOOK AND APPLICATIONS**

The 2023 Farm Vendor Handbook is hereby incorporated into this Contract by reference and is a part of this contract as fully as if it had been set forth herein. The 2023 Application completed by the selected and approved Vendor and the exhibits for Value Added Foods (Exhibit A), Pet Foods (Exhibit B), Home Based Vendor Foods (Exhibit C), Aquaculture Foods (Exhibit D) and/or Shell Egg (Exhibit E) if applicable, are hereby incorporated into this Contract by reference and are made a part of this Contract as fully as if they had been set forth herein. Any 2023 Innovative Farm Arrangement Application completed by the selected and approved Vendor is hereby incorporated into this Contract by reference and is made a part of this Contract as fully as if it had been set forth herein.

### **4. APPLICATION/AGREEMENT TO SELL**

The Vendor must have completed in full and signed this Contract or be named in this Contract and have authorized another person to sign on his/her behalf and have paid all applicable rental fees by the deadline below before Vendor is allowed to sell any goods. Contracts must be signed and returned to the Parks and Recreation office at 401 North Morton Street, Suite 250 along with payment by March 20, 2023, if vendor wants to participate in the space reservation selection.

Innovative Farm Arrangement applications are due to the same office by February 20, 2023. In the event a Vendor does not have a signed Contract on file by date set forth, it is in the discretion of the Market Supervisor and/or Market Coordinator to determine the Vendor's eligibility to sell. Points will not be awarded until the Vendor has submitted a signed Contract and a complete and approved application.

### **5. GIFT CERTIFICATE PROGRAM/SUPPLEMENTAL NUTRITION ASSISTANCE PROGRAM PARTICIPATION**

Vendors with qualifying products (fruits and vegetables) are strongly encouraged to participate in the Farmers' Market Gift Certificate Program/Supplemental Nutrition Assistance Program (GCP/SNAP) organized by the City. Basic information on the GCP/SNAP is included on pages 15 and 16 of the Farm Vendor Handbook with more detailed information in the GCP/SNAP Farmer/Food and Beverage Artisan Training Guide available from Market staff.

The primary vendor must indicate on the last page of this Contract whether or not he/she is participating in the (GCP/SNAP).

If the Vendor chooses to participate in the GCP/SNAP and is participating for the first time, Market staff will contact the Vendor to provide him/her with a GCP/SNAP Farmer/Food and Beverage Artisan Training Guide and the City Vendor and EFT form to complete. If the Vendor has participated in the GCP/SNAP in previous years and accepted EFT payment, no further paperwork is necessary. If the Vendor chooses to participate in the GCP/SNAP, the Vendor agrees to attend a training or read the GCP/SNAP Farmer/Food and Beverage Artisan Training Guide and abide by the rules established in the Training Guide. The Vendor understands he/she is responsible for Gift Certificates/Market Bucks from the time the Vendor receives them as payment until the time they are turned in for redemption.

### **6. CITY'S REMEDIES FOR BREACH; APPEAL**

a) Violation of any material provision of this Contract is a material breach and considered a default by the Vendor. Upon notice by the City to the Vendor of the occurrence of a breach or default, and the Vendor's failure to correct the breach within a reasonable period of time, if the Vendor is in the Market at the time, the Vendor agrees to remove personal equipment, clean the area, and vacate the Market premises. Failure to vacate may not only subject the Vendor to immediate termination of this Contract, but may also subject the Vendor to civil and criminal remedies, including, but not limited to, remedies for civil and criminal trespass. If a breach or default is deemed not correctible and/or serious enough to merit immediate action, the Vendor may be subject to immediate termination of this Contract.

b) If the City has reason to believe that a Vendor did not produce the goods he/she is selling at the Market, or that other conditions exist that may constitute a violation of this Contract or adversely impact the health or safety of Market patrons or City employees, the City reserves the right to conduct an investigation which may include an unannounced inspection at the Vendor's property. The undersigned Vendor hereby authorizes the City to conduct such investigation and inspection. The Vendor also agrees to provide the City such opportunities as the City deems necessary to view and obtain copies of the Vendor's records related to the goods sold at Market. If the City determines, after investigation, that there is a reasonable likelihood that the Vendor did not produce the goods he/she offered for sale at the Market or has otherwise violated this Contract, the City may, in its sole discretion, declare a material breach.

c) Upon occurrence of a material breach of this Contract, the City reserves the right to declare this Contract terminated, by so stating in a written notice to the Vendor, and to retain, as liquidated damages and not as a penalty, any rental fees prepaid by the Vendor.

d) The City has the right to make rules regarding the Market and determine whether Vendors are in compliance with its rules. Vendors who are dissatisfied with a City decision to terminate a contract may appeal it in writing to the Advisory Council within ten days of receipt of notice of the decision, and may appeal the Advisory Council's decision in writing to the Board of Park Commissioners within ten days of receipt of the Advisory Council decision. The decision of the Board of Park Commissioners is final.

**7. LAW AND VENUE**

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

**8. COVENANT NOT TO SUE**

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

**9. SEVERABILITY AND WAIVER**

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

**10. LIABILITY AND INDEMNIFICATION**

The Vendor is solely responsible for damages resulting from the sale of unsafe or unsound goods. The Vendor is solely responsible for damages or personal injury resulting from the use of umbrellas and other weather protection devices. The Vendor hereby agrees to indemnify, defend and hold harmless, the City of Bloomington, Indiana, its employees, agents and officers, including the members of the Farmers' Market Advisory Council and the Board of Parks Commissioners, from and against any and all actions, costs, claims, suits, losses, expenses or damages ("Claims"), including but not limited to attorney fees and court costs, which may arise as a result of the Vendor's participation in the Market, whether or not sounding in tort or contract, and whether or not caused by a negligent act or omission of the City of Bloomington, its employees, agents or officers, or the members of the Farmers' Market Advisory Council or Board of Parks Commissioners.

**11. COVID 19**

The Parties understand and agree that due to the ongoing COVID-19 pandemic, there may be limitations and restrictions enacted that will affect the ability of the Parties to perform as required under this Agreement. The Parties agree that, in the event a limitation or restriction is enacted which prevents performance of the terms of the Agreement, Parks may terminate the Agreement in its sole discretion if it determines that there is no reasonable alternative means of performance under the Agreement. Parks shall notify Vendor of any such termination and the reasons therefor in writing

**12. NOTICES**

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

**Parks:** Parks and Recreation Department  
ATTN: Clarence Boone  
City of Bloomington, P.O. Box 100  
Bloomington, IN 47402

Primary Vendor - Initial one: \_\_\_\_\_

Vendor chooses NOT to participate in the GCP/SNAP \_\_\_\_\_

**This Contract is effective upon signature by Vendors, Stand Assistants and the Corporation Counsel and is valid only for the 2023 Market Season, terminating at the close of the Market on November 25, 2023.**

_____ Vendor's Printed Name	_____ Primary Vendor's Signature Market Registrant	_____ Date
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_____ Vendor's Printed Name	_____ Vendor's Signature Market Registrant	_____ Date
--------------------------------	--	---------------

_____ Vendor's Printed Name	_____ Vendor's Signature Market Registrant	_____ Date
--------------------------------	--	---------------

_____ Vendor's Printed Name	_____ Vendor's Signature Market Registrant	_____ Date
--------------------------------	--	---------------

_____ Vendor's Printed Name	_____ Vendor's Signature Market Registrant	_____ Date
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_____ Vendor's Printed Name	_____ Vendor's Signature Market Registrant	_____ Date
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_____ Vendor's Printed Name	_____ Vendor's Signature Market Registrant	_____ Date
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_____ Vendor's Printed Name	_____ Vendor's Signature Market Registrant	_____ Date
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_____ Vendor's Printed Name	_____ Vendor's Signature Market Registrant	_____ Date
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_____ Vendor's Printed Name	_____ Vendor's Signature Market Registrant	_____ Date
--------------------------------	--	---------------

_____ Signature of parent or guardian if Vendor is age 18 or younger	_____ Date
--	---------------

\_\_\_\_\_  
Stand Assistant's Printed Name                      Stand Assistant's Signature                      Date

\_\_\_\_\_  
Stand Assistant's Printed Name                      Stand Assistant's Signature                      Date

\_\_\_\_\_  
Stand Assistant's Printed Name                      Stand Assistant's Signature                      Date

\_\_\_\_\_  
Stand Assistant's Printed Name                      Stand Assistant's Signature                      Date

\_\_\_\_\_  
Stand Assistant's Printed Name                      Stand Assistant's Signature                      Date

\_\_\_\_\_  
Stand Assistant's Printed Name                      Stand Assistant's Signature                      Date

\_\_\_\_\_  
Stand Assistant's Printed Name                      Stand Assistant's Signature                      Date

\_\_\_\_\_  
Stand Assistant's Printed Name                      Stand Assistant's Signature                      Date

\_\_\_\_\_  
Stand Assistant's Printed Name                      Stand Assistant's Signature                      Date

\_\_\_\_\_  
Stand Assistant's Printed Name                      Stand Assistant's Signature                      Date

\_\_\_\_\_  
Signature of parent or guardian                      Date  
if Stand Assistant is age 18 or younger

\_\_\_\_\_  
Beth Cate, Corporation Counsel                      Date

\_\_\_\_\_  
Kathleen Mills President  
Board of Park Commissioners                      Date

\_\_\_\_\_  
Paula McDevitt, Parks Administrator                      Date

# 2023 Innovative Farm Arrangements Application Bloomington Community Farmers' Market

**Please fill out both sides completely.** Additional pages may be included if necessary.  
Print or type all information clearly and submit to:

Clarence Boone, Farmers' Market Coordinator  
City of Bloomington Parks and Recreation Department  
P.O. Box 848 Bloomington, IN 47402

***Applications must be received by Monday, February 20, 2023.***

## **Applicant Information**

Applicant Vendor (one name only): \_\_\_\_\_

Additional Vendor(s): \_\_\_\_\_

Number and Names of Farm Entities Involved: \_\_\_\_\_

Legal Status of Each Farm (i.e. sole proprietorship, LLC, etc.): \_\_\_\_\_

Primary phone (     ) \_\_\_\_\_ Email \_\_\_\_\_

## **Innovative Farm Arrangements Introduction**

In an effort to better fulfill its mission of supporting small farms and securing local food sources, the BCFM will consider requests from farms that have arrangements that do not fit within the established Farm Vendor Contract Section 2, "Eligibility of Vendors".

The factors that will be considered in determining if an "innovative farm arrangement" is approved will include, but is not limited to, the following:

- Vendor(s)/Farm(s) History with the Market.
- Farm(s) History of Relationship with Other Farm(s) Involved in this Application
- Legal Distinction Between the Farms Involved
- Product Distinction Between the Farms Involved
- Ability to Separate Earned Market Points

Following is the process for review:

- Applicant will submit the complete application by Monday, February 20, 2023.
- Staff will inform the Farmers' Market Advisory Council (FMAC) Chair, requesting the application be added to the agenda for the March meeting of the FMAC, if it is a new application. If same farmers submitted an application in the previous year and no substantial changes were made, staff have the discretion to approve it.
- FMAC or staff will inform applicant of the date, time and location of the FMAC meeting at which their application will be reviewed.
- FMAC will provide a recommendation regarding the application, either at the initial hearing of the request or the next scheduled meeting.
- Based on input from the FMAC, BCFM staff will make a final determination regarding the application and inform the applicant of that determination within a week of the recommendation from the FMAC.
- Staff will notify vendors of approved "Innovative Farm Arrangement" applications in the *Market Beet*.

**Description of requested innovative arrangement including production locations, product at each location, farmer involvement and unique contribution to the local food system:**

**How does this arrangement diverge from what is allowed by the Farm Vendor Contract? :**

**History of the innovative arrangement:**

\_\_\_\_\_  
Vendor Signature

\_\_\_\_\_  
Date

For Office Purposes Only: Received \_\_\_\_\_ Approved \_\_\_\_\_ Denied \_\_\_\_\_ Notification \_\_\_\_\_

**2023 Bloomington Community Farmers' Market Contract**  
**Value Added Foods Exhibit**  
**(Exhibit A)**

As additional consideration for the privilege to participate in the 2023 Bloomington Community Farmers' Market ("Market"), by initialing each page, the vendor(s) ("Vendor") agrees to the following Value Added Foods Exhibit ("Exhibit"), which is made part of and incorporated into the 2023 Market Contract ("Contract") between the Vendor and the City of Bloomington ("City").

- I. "Value Added Foods" are processed farm products made from raw ingredients in a licensed kitchen by the Vendor or, if required by law, at a processing facility containing a significant portion of Vendor-grown/raised/collected product, the specifics of which are detailed by category below (See Section III. 7.)
- II. Products from animals administered growth hormones, including but not limited to rBGH, may not be sold at Market.
- III. An initialed Value Added Foods Exhibit attached to a signed Market Farm Vendor Contract allows the Vendor to sell Value Added Foods at the Market as long as the following requirements are met:
  1. Product meets the terms outlined in the Contract, and complies with all federal and state laws.
  2. The Vendor must obtain a Seasonal Food Vending Permit and/or Temporary Food Vending Permit from the Monroe County Health Department (except for wine (see Section III. 7. E.)), without which the Contract and this Exhibit are not valid.
  3. The Vendor must prepare foods from scratch in a licensed facility (except meats (see Section III. 7. D.)).
  4. The Vendor must properly label goods for sale according to the regulatory body overseeing the Value Added Food items, including, but not limited to name of product, location of preparation, contents, net weight and date of processing.
  5. If the Vendor intends to prepare food at Market, the Vendor must obtain prior approval (based on the desirability of the food item and safety of setup) from the Market Manager.
  6. The Vendor must obtain all other permits required by state and local law, including health permits and any other applicable permits, prior to and for the duration of selling at Market.
  7. The Vendor must be in compliance with all applicable federal and state laws.
  8. Product meets the following additional requirements by type and category:



**A. Standard Value Added Foods (products like salsas, relishes, ciders, jams, jellies, etc.)**

- a. All product that can be reasonably Vendor-grown/raised/collected must be.
- b. The final product may contain up to 50% product by volume (excluding water) that is not Vendor-grown/raised/collected.

**B. Manufactured Grade Dairy Products**

- a. All animals from which the milk for dairy products sold at the Market is derived must be in the Vendor's immediate custody, care and control.
- b. The Vendor must process his or her own dairy products.
- c. The final product may contain up to 20% non-dairy product by volume (excluding water) that is not Vendor-grown/raised/collected.
- d. All dairy product sold at Market under this Value Added Foods Exhibit must have been maintained continuously at a temperature of 41 degrees Fahrenheit or less from the time it is obtained from the animal through the time it is sold at Market.
- e. The Vendor must obtain and provide the City with a current copy of the Indiana State Board of Animal Health Dairy Division permit to operate as a manufactured grade milk and/or milk processor, prior to this Exhibit and the Contract being considered valid and prior to selling at Market.

**C. Grade A Milk and/or Milk Products**

- a. Some of the animals from which the milk for dairy products sold at the Market is derived must be in the Vendor's immediate custody, care and control.
- b. The Vendor must process his or her own dairy products.
- c. Any milk purchased for dairy products sold at Market must be sourced from Indiana dairies.
- d. The Vendor must produce at least as much milk from the Vendor's animals to equal the amount of liquid milk in dairy products sold at Market during the period of time the Vendor sells at Market.
- e. The Vendor must provide, prior to Vendor's Contract and this Exhibit being considered valid and for approval by the Market Manager, all sample documentation necessary regarding how records will be kept for on-farm milk production, liquid milk volume of dairy products sold at Market and if purchased milk is used for product sold at Market, sources of purchased milk by **March 17, 2023**.

- f. The Vendor must maintain records and provide documentation to the Market Manager by **August 11, 2023** and again by **December 15, 2023** regarding on-farm milk production, liquid milk volume of dairy products sold at Market and if purchased milk is used for product sold at Market, sources and volume of purchased milk.
- g. The Vendor utilizing milk from animals he/she did not raise must post a legible sign stating, “The milk in this dairy product is sourced from other Indiana dairies in addition to (name of farm’s) own milk.”
- h. The final product may contain up to 20% non-dairy product by volume (excluding water) that is not Vendor-grown/raised/collected.
- i. All dairy product sold at Market under this Value Added Foods Exhibit must have been maintained continuously at a temperature of 41 degrees Fahrenheit or less from the time it is obtained from the animal through the time it is sold at Market.
- j. The Vendor must obtain and provide the City with a current copy of the Indiana State Board of Animal Health Dairy Division permit to operate as a Grade A milk and/or milk products processor, without which the Vendor’s Contract and this Exhibit are not valid.

**D. Fresh/Frozen/Preserved Beef, Pork, Rabbit, Goat, Poultry, Lamb or Other Meats**

- a. The Vendor must have grown, bred or raised all animals from which meat is sold at the Market.
- b. All animals must have been in the Vendor’s immediate custody, care and control for at least 50% of the live weight or for twelve months at slaughter.
- c. Only product that has been prepared in a licensed, state-inspected facility may be sold at the Market. Preparation includes slaughter, packaging, labeling and preserving. The product must have a “safe food handling” label on the package and be sold in the unaltered package it was placed in at the processing facility. Processing plant receipts may be requested for verification of producership.
- d. The final product may contain up to 20% product by volume (excluding water) that is not vendor-grown/raised/collected.
- e. The Vendor must maintain the product continuously in frozen/preserved condition or, if product is fresh, maintain continuously at a temperature of 41 degrees Fahrenheit or less, from the time it leaves the processing facility until it is sold at the Market.

- f. Poultry and rabbit slaughtered on farm and frozen may be sold under Home Based Vendor Foods Exhibit provided Vendor is in compliance with all terms outlined in said Exhibit.

**E. Wine**

- a. The vendor must raise all fruit used in producing the wine.
- b. Only closed container sales are permitted, no sampling or sales by the glass.
- c. The Vendor must abide by all state and federal alcohol sales rules, including no sales to minors.
- d. The Vendor must obtain and provide the City with a current copy of the Indiana Farm Winery license, without which the Vendor's Contract and this Exhibit are not valid.

IV. The Vendor may be required to submit recipes for the Value Added Foods to the Market Manager for verification that they meet the specified requirements.

V. The Vendor agrees to release, hold harmless and forever indemnify the City of Bloomington, its Parks and Recreation Department and Parks Board and the Farmers' Market Advisory Council, and its employees, officers and agents from any and all claims or causes of action that may arise from the sale of Value Added Foods pursuant to the Vendor's Contract with the City and this Exhibit. This includes claims for personal injury, death, and any other types of claims which may arise from the performance of activities under the Vendor's Contract with the City and this Exhibit, whether such claims may be brought by a party to the Vendor's Contract with the City and this Exhibit or by any third party, whether or not sounding in tort or contract, and whether or not caused by a negligent act or omission of the City of Bloomington, its employees, agents or officers, or Farmers' Market Advisory Council.

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

VII. This Exhibit is effective upon signature of the contract by the Vendor and City representatives, and upon vendor initialing each page of the Exhibit. This Exhibit is valid only when accompanied by all the necessary permits, and for the 2023 Market Season, terminating at the close of the Market on November 25, 2023.

**List all products intended to be sold under this Value Added Foods Exhibit:**

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**If selling Standard Value Added Foods, list name and location of licensed kitchen:**

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**If selling Manufactured Grade or Grade A Milk Products, list name and location of processing facility if different from the primary vendor's address:**

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**If selling Meat, list name and location of processor:**

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**Attach copies of all appropriate paperwork.**

- Manufactured Grade Milk and/or Milk Products Processor Permit.

- Grade A Milk and/or Milk Products Processor Permit.
- Seasonal Food Vending Permit and/or Temporary Food Vending Permit from the Monroe County Health Department.
- Indiana State Department of Health Wholesale Certificate of Registration
- Indiana Farm Wineries license from the Indiana Alcohol and Tobacco Commission.
- Additional Attachments - Please Specify\_\_\_\_\_

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Primary Vendor's Printed Name

**2023 Bloomington Community Farmers' Market Contract**  
**Pet Foods Exhibit**  
**(Exhibit B)**

As additional consideration for the privilege to participate in the 2023 Bloomington Community Farmers' Market ("Market"), by initialing each page, the vendor(s) ("Vendor") agrees to the following Pet Foods Exhibit ("Exhibit"), which is made part of and incorporated into the 2023 Market Contract ("Contract") between the Vendor and the City of Bloomington ("City").

- I. "Pet Foods" means products that contain at least 90% vendor-grown/raised/collected product and are processed or prepared by the Vendor from the original condition.
- II. The Vendor must have grown/raised all animals from which pet food products are obtained. Products from animals administered growth hormones, including but not limited to RBGH, may not be sold at the Market.
- III. A signed Pet Foods Exhibit attached to a signed Market Farm Vendor Contract allows the Vendor to sell pet food at the Market as long as the following requirements are met:
  1. Product meets the terms outlined in the Contract.
  2. Vendor obtains and retains, during the term of this Contract and Exhibit, an Indiana Commercial Feed License from the State Chemist (<http://www.isco.purdue.edu>) in compliance with Ind. Code 15-19-7, the Indiana Commercial Feed Law, a copy of which is attached hereto and incorporated herein by reference, and without which the Vendor's Contract with the City and this Exhibit are not valid.
  3. Product must be labeled with a label approved by the State Chemist in compliance with Indiana Code 15-19-7-26 and 27, and include but not limited to the following information: species of pet for which the food is intended, net weight, guaranteed analysis, ingredient statement, moisture content and name and address of manufacturer. A sample copy of which is attached to this Exhibit and incorporated herein by reference and without which the Vendor's Contract with the City and this Exhibit are not valid.
  4. **If the Vendor intends to sell dairy products as pet foods, the following additional requirements must be met:**
    - A. The Vendor must have grown, bred or raised all animals from which dairy products are sold at the Market.
    - B. All animals must have been in the Vendor's immediate custody, care and control.
    - C. The Vendor must process his or her own dairy products.
    - D. The Vendor must prominently include on the label "Not Intended for Human Consumption."
  5. **If the Vendor intends to sell frozen or preserved beef, bison, elk, goat, lamb, pork, poultry, rabbit or other meats at the Market as pet foods, the Vendor must comply with the above-stated standards and initial each page of the Value Added Foods Exhibit and meet all the criteria laid out therein.**
- IV. The Vendor agrees to release, hold harmless and forever indemnify the City of Bloomington, its Parks and Recreation Department and Parks Board and Farmers' Market Advisory Council, and its employees, officers and agents from any and all claims or causes of action that may arise from the sale of Pet Foods pursuant to the Vendor's Contract with the City and this Exhibit. This includes claims for personal injury, death, and any other types of claims which may arise from the performance of activities under the Vendor's Contract with the City and this Exhibit, whether such claims may be brought by a party to the Vendor's Contract with the City and this Exhibit or by any third party, and whether or not caused by a negligent act or omission of the City of Bloomington, its employees, agents or officers, or Farmers' Market Advisory Council.
- V. The Vendor will not institute any action or suit at law or in equity against the City or City's agents or employees as a result of operations under this Exhibit. The Vendor will not aid in the institution or prosecution of any claim for damages, costs, loss of services, expenses, or

compensation for or on account of any damages, loss or injury to person or property as a result of operation under this Exhibit.

**VI.** This Exhibit is effective upon signature of the Contract by the Vendor and City Representatives, and upon vendor initialing each page of the Exhibit. This Exhibit is valid only when accompanied by all the necessary permits, and for the 2023 Market Season, terminating at the close of the Market on November 25, 2023.

**Please attach copies of all appropriate paperwork.**

- Indiana Commercial Feed License.
- Sample of Labels.
- Additional Attachments - Please Specify \_\_\_\_\_

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Primary Vendor's Printed Name

**2023 Bloomington Community Farmers’ Market Contract**  
**Home Based Vendor Foods Exhibit**  
**(Exhibit C)**

As additional consideration for the privilege to participate in the 2023 Bloomington Community Farmers’ Market (“Market”), by initialing each page, the vendor(s) (“Vendor”) agrees to the following Home Based Vendor Foods Exhibit (“Exhibit”), which is made part of and incorporated into the 2023 Market Contract (“Contract”) between the Vendor and the City of Bloomington (“City”).

- I.** “Home Based Vendor Foods” means non-potentially hazardous food products and frozen poultry and rabbit slaughtered on the farm that contain 100% vendor-grown/raised/collected product (except in the case of jams and jellies - see Section III. 2.) and fermented food (see Section III. 9.d.) and are processed or prepared by the Vendor at his/her primary residence, or on property owned or leased by the vendor.
  
- II.** Vendor selling Home Based Vendor Foods is responsible for ensuring all products are “non-potentially hazardous food” and may be required to have an analysis completed to determine if a product in question is indeed a “non-potentially hazardous food” and provide a written report of said analysis.
  
- III.** The following products are permitted for sale at the Market as Home Based Vendor Foods:
  - 1. Frozen/dehydrated fruits, vegetables, cultivated mushrooms and herbs
  - 2. Jams and jellies, canned or frozen, made from acidic fruits (sweeteners and gelling compounds may be added)
  - 3. Maple syrup
  - 4. Honey
  - 5. Sorghum
  - 6. Ground grains
  - 7. Vinegar
  - 8. Spices
  - 9. Fermented Foods, as long as the following requirements are met:
    - a. Vendor must use an appropriate percentage salt brine for the produce being fermented.
    - b. No acid may be added.
    - c. Product may not be hermetically sealed.
    - d. 95% of product must be vendor raised.
  - 10. Frozen Poultry, as long as the following requirements are met:
    - a. Vendor slaughters not more than 1,000 poultry during the calendar year.
    - b. Such poultry producer does not engage in buying or selling poultry products other than those produced from poultry raised on his own farm; and
    - c. None of such poultry moves in commerce outside Indiana (it all remains in Indiana after slaughter).
  - 11. Frozen Rabbit



- IV. A signed Home Based Vendor Foods Exhibit attached to a signed Market Farm Vendor Contract allows the Vendor to sell Home Based Vendor Foods at the Market as long as the following requirements are met:
1. Product meets the terms outlined in the Contract, and all applicable federal and state laws, including but not limited to Indiana Code 16-42.
  2. Pursuant to a new law that affects Home Based Vendors, Indiana House Bill 1149 was passed and took effect July 1, 2022. As a part of this new legislation, all HBVs are now required to take a recognized food safety training and ***must provide a copy of the certificate to the local health department in the county where the HBVs residence is located.*** One of these recognized trainings is the ServSafe Food Handler course offered by the National Restaurant Association. The certification costs between \$7 and \$15 plus the time to take a couple-hour course online. The certificate is good for 3 years depending on where it is completed. For more information and to see if you apply to this new law visit <https://www.in.gov/health/food-protection/files/IDOH-HEA-1149-Guidance-Document.pdf> Click here for House Bill1149 info: <http://iga.in.gov/static-documents/8/8/d/4/88d4c8cb/HB1149.04.ENRS.pdf?fbclid=IwAR1MZfd4mIrkrgcGPIq9VhrGfypImJQqkkL9zzK7oFqrYUIR3COqVW5BaKo>
  3. All processing and packaging must be done by the Vendor in compliance with Indiana Code 16-42-5-29(b) and pursuant to Indiana Code 16-42-5-29(b) (5) have proper labeling (or sign visibly displayed on table in the case of frozen or dehydrated produce), including the following:
    - A. The name and address of the producer of the food product.
    - B. The common or usual name of the food product.
    - C. The ingredients of the food product, in descending order by predominance of weight.
    - D. The net weight and volume of food product.
    - E. The date on which the food product was processed.
    - F. The following statement in at least 10 point type: “This product is home produced and processed and the production area has not been inspected by the State Department of Health.” It is permissible for this statement to be displayed on the table next to any Home Based Vendor Foods.
- V. The Vendor agrees to release, hold harmless and forever indemnify the City of Bloomington, its Parks and Recreation Department and Parks Board and Farmers’ Market Advisory Council, and its employees, officers and agents from any and all claims or causes of action that may arise from the sale of Home Based Vendor Foods pursuant to the Vendor’s Contract with the City and this Exhibit. This includes claims for personal injury, death, and any other types of claims which may arise from the performance of activities under the Vendor’s Contract with the City and this Exhibit, whether such claims may be brought by a party to the Vendor’s Contract with the City and this Exhibit or by any third party, and whether or not caused by a negligent act or omission of the City of Bloomington, its employees, agents or officers, or Farmers’ Market Advisory Council.
- VI. The Vendor will not institute any action or suit at law or in equity against the City or City's agents or employees as a result of operations under this Exhibit. The Vendor will not aid in the institution

or prosecution of any claim for damages, costs, loss of services, expenses, or compensation for or on account of any damages, loss or injury to person or property as a result of operation under this Exhibit.

**VII.** This Exhibit is effective upon signature of the Contract by the Vendor and City Representatives, and upon vendor initialing each page of the Exhibit. This Exhibit is valid only when accompanied by all the necessary permits, and for the 2023 Market Season, terminating at the close of the Market on November 25, 2023.

**List all products intended to be sold under this Home Based Vendor Foods Exhibit:**

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Primary Vendor's Printed Name

**2023 Bloomington Community Farmers' Market Contract**  
**Aquaculture Foods Exhibit**  
**(Exhibit D)**

As additional consideration for the privilege to participate in the 2023 Bloomington Community Farmers' Market ("Market"), by initialing each page, the vendor(s) ("Vendor") agrees to the following Aquaculture Foods Exhibit ("Exhibit"), which is made part of and incorporated into the 2023 Market Contract ("Contract") between the Vendor and the City of Bloomington ("City").

- I.** "Aquaculture Foods" means aquaculture farm products grown/raised by the Vendor for a minimum of eighty (80) days.
- II.** The following products are permitted for sale at the Market as aquaculture foods: fish and shrimp.
- III.** An initialed Aquaculture Exhibit attached to a signed Market Farm Vendor Contract allows the Vendor to sell Aquaculture Foods at the Market as long as the following requirements are met:
  1. Product meets the terms outlined in the Contract, and is in compliance with all applicable federal and state laws.
  2. Only aquaculture foods that are raised in a state approved facility are permitted for sale.
  3. Aquaculture foods must be sold unprocessed, fresh and kept at 41 degrees Fahrenheit or below from the time it is harvested until the time they are sold or processed in a licensed kitchen and sold fresh and kept at 41 degrees Fahrenheit or sold frozen.
  4. No water and/or ice that comes into contact with aquaculture foods may be deposited or allowed to drain on Market premises.
  5. The Vendor must obtain a Seasonal Food Vending Permit and/or Temporary Food Vending Permit from the Monroe County Health Department, which must be attached to this Exhibit, and which are incorporated to this Exhibit by reference, and without which the Exhibit and Contract are not valid.
  6. The Vendor must obtain all other permits required by state and local law, including health permits and any other applicable permits, prior to and for the duration of selling his/her product at Market.
  7. The Vendor must properly label goods for sale according to the regulatory body overseeing the aquaculture foods, including, but not limited to: name of producer, address of producer, phone number or email of producer, net weight and date of harvest.
- IV.** The Vendor agrees to release, hold harmless and forever indemnify the City of Bloomington, its Parks and Recreation Department and Parks Board and Farmers' Market Advisory Council, and its employees, officers and agents from any and all claims or causes of action that may arise from the sale of Aquaculture Foods pursuant to the Vendor's Contract with the City and this Exhibit. This includes claims for personal injury, death, and any other types of claims which may arise from the performance of activities under the Vendor's Contract with the City and this Exhibit, whether such claims may be brought by a party to the Vendor's Contract with the City and this Exhibit or by any third party, and whether or not caused by a negligent act or omission of the City of Bloomington, its employees, agents or officers, or Farmers' Market Advisory Council.
- V.** The Vendor will not institute any action or suit at law or in equity against the City or City's agents or employees as a result of operations under this Exhibit. The Vendor will not aid in the institution or prosecution of any claim for damages, costs, loss of services, expenses, or compensation for or on account of any damages, loss or injury to person or property as a result of operation under this Exhibit.

**VI.** This Exhibit is effective upon signature of the Contract by the Vendor and City representatives, and upon vendor initialing each page of the Exhibit. This Exhibit is valid only when accompanied by all the necessary permits, and for the 2023 Market Season, terminating at the close of the Market on November 25, 2023.

**List all products intended to be sold under this Aquaculture Foods Exhibit:**

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**If selling processed fish or shrimp, list name and location of processing facility:**

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**Attach copies of all appropriate paperwork.**

- Seasonal Food Vending Permit and/or Temporary Food Vending Permit from the Monroe County Health Department.
- Additional Attachments –  
Please Specify \_\_\_\_\_

\_\_\_\_\_  
Primary Vendor's Printed Name

**2023 Bloomington Community Farmers' Market Contract**  
**Shell Egg (Not from Chickens) Exhibit**  
**(Exhibit E)**

As additional consideration for the privilege to participate in the 2023 Bloomington Community Farmers' Market ("Market"), by initialing each page, the vendor(s) ("Vendor") agrees to the following Shell Egg (Not from Chickens) Exhibit ("Exhibit"), which is made part of and incorporated into the 2023 Market Contract ("Contract") between the Vendor and the City of Bloomington ("City").

- I. An initialed Shell Egg Exhibit attached to a signed Market Farm Vendor Contract allows the Vendor to sell shell eggs (not from chickens) at the Market as long as the following requirements are met:
  1. Product meets the terms outlined in the Contract, and complies with all federal and state laws.
  2. All animals from which the shell eggs are derived must be in the Vendor's immediate custody, care and control.
  3. The Vendor must obtain a Seasonal Food Vending Permit and/or Temporary Food Vending Permit from the Monroe County Health Department.
  4. The Vendor must maintain shell eggs at 41 degrees Fahrenheit or less.
  5. Used egg cartons may only be used if relabeled with Vendor's name, address, pack date and expiration date.
  6. The Vendor must obtain all other permits required by state and local law, including health permits and any other applicable permits, prior to and for the duration of selling at Market.
  7. The Vendor must be in compliance with all applicable federal and state laws.
- II. The Vendor agrees to release, hold harmless and forever indemnify the City of Bloomington, its Parks and Recreation Department and Parks Board and the Farmers' Market Advisory Council, and its employees, officers and agents from any and all claims or causes of action that may arise from the sale of Shell Eggs pursuant to the Vendor's Contract with the City and this Exhibit. This includes claims for personal injury, death, and any other types of claims which may arise from the performance of activities under the Vendor's Contract with the City and this Exhibit, whether such claims may be brought by a party to the Vendor's Contract with the City and this Exhibit or by any third party, whether or not sounding in tort or contract, and whether or not caused by a negligent act or omission of the City of Bloomington, its employees, agents or officers, or Farmers' Market Advisory Council.
- III. The Vendor will not institute any action or suit at law or in equity against the City or City's agents or employees as a result of operations under this Exhibit. The Vendor will not aid in the institution or prosecution of any claim for damages, costs, loss of services, expenses, or compensation for or on account of any damages, loss or injury to person or property as a result of operation under this Exhibit.
- IV. This Exhibit is effective upon signature of the contract by the Vendor and City representatives, and upon vendor initialing each page of the Exhibit. This Exhibit is valid only when accompanied by all the necessary permits, and for the 2023 Market Season, terminating at the close of the Market on November 25, 2023.

**List type of animal from which the shell egg is derived:**

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**Attach copies of all appropriate paperwork.**

- Seasonal Food Vending Permit and/or Temporary Food Vending Permit from the Monroe County Health Department.
  
- Additional Attachments - Please Specify \_\_\_\_\_

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Primary Vendor's Printed Name



## STAFF REPORT

Agenda Item: A-8  
Date: 1/18/2023

Administrator  
Review\Approval  
PM

**TO:** Board of Park Commissioners  
**FROM:** Crystal Ritter, Community Events Coordinator  
**DATE:** **January 24, 2023**  
**SUBJECT:** **REVIEW AND APPROVAL OF THE 2023 A FAIR OF THE ARTS EXHIBITOR AGREEMENT TEMPLATE**

### Recommendation

Staff recommends the approval of the A Fair of the Arts Exhibitor Agreement Template and Exhibitor Information for the 2023 A Fair of the Arts season to be held May through October on Fernandez Plaza (formerly Showers Plaza) outside of Bloomington's City Hall. Exhibitor booth fees will be \$55.00 per booth space for the Saturday fairs. Booth fees to be deposited in account line 200-18-186500-43270.

### Background

This is a template agreement between the participating artist vendors and the City of Bloomington Parks and Recreation Department detailing the expectations and policies for both parties during the duration of A Fair of the Arts. A Fair of the Arts is an arts and fine crafts fair that will be held in conjunction with the Bloomington Community Farmers' Market on the second Saturday of each month, May through October. Changes include a \$5.00 increase to the application fee, to 2023 dates, and the removal of the Tuesday Market information and rates

**RESPECTFULLY SUBMITTED,**

A handwritten signature in black ink, appearing to be "Crystal Ritter".

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Crystal Ritter, Community Events Coordinator

**A Fair of the Arts 2023**  
**EXHIBITOR AGREEMENT**

In consideration of the privilege to participate in A Fair of the Arts (“Fair”) for 2023, the City of Bloomington (“City”), and the undersigned exhibitor(s) (“Exhibitor”), agree to the following, and to the accompanying Fair Information, which is attached to and incorporated into this Agreement by reference as Appendix A.

**1. ADMINISTRATION**

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

**2. ELIGIBILITY OF EXHIBITORS**

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

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

Only individuals who are named as Exhibitors in this Agreement may exhibit and sell at the Fair. An Exhibitor may exhibit and sell only works which the Exhibitor or the Exhibitor’s immediate family has produced in accordance with the guidelines set forth in this Agreement.

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

**3. WORKS PERMITTED FOR EXHIBITION AND SALE**

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

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



The City reserves the right to verify that works exhibited meet the above criteria. The Exhibitor must display legible price markers for works offered for sale. All prints must be signed and numbered.

#### **4. REGISTRATION TO EXHIBIT AND SELL**

The Exhibitor must have signed this Agreement or be named in this Agreement or have authorized another person to sign on his behalf and have paid all applicable fees before exhibiting or selling any works. Agreements must be signed and returned to the Parks and Recreation office at 401 North Morton Street, Suite 250 (mailing address: P.O. Box 848, Bloomington, Indiana 47402) by the deadlines set forth in the Fair Information, Appendix A.

#### **5. CANCELLATION AND NO SHOWS**

Any Exhibitor who cancels must notify the City **in writing**. Cancellations received **in writing** at least fourteen (14) days prior to the Fair will receive a refund, less a \$15.00 administrative fee. Cancellations received with less than fourteen (14) days prior to the Fair will not receive a refund. An Exhibitor's absence without prior notification will be taken into consideration when determining entrance into future fairs. There is no indoor rain location for Saturday art fairs. Each Exhibitor is responsible for providing his/her own protection from the elements for work, and display of materials. There will be no refund of fees because of undesirable weather.

#### **6. GIFT CERTIFICATE PROGRAM**

Exhibitors are encouraged to participate in the Farmers' Market Gift Certificate Program/Food Stamp Initiative (GCP) organized by the City. Information on the GCP is included in the Fair Information, Appendix A. Questions about the Farmers' Market Gift Certificate Program/Food Stamp Initiative (GCP) should be directed to the Bloomington Farmers' Market Coordinator, Clarence Boone at (812)349-3738.

If the Exhibitor chooses to participate in the GCP, the Exhibitor agrees to attend training or read the Fair Information and abide by the rules established in the Fair Information.

The Exhibitor understands he is responsible for Gift Certificates from the time the Exhibitor receives them for payment until the time they are turned in for redemption.

#### **7. APPROVED WAITLIST EXHIBITORS**

Exhibitors whose applications are submitted by the original due date and are selected to participate in at least one Fair will be considered "APPROVED WAITLIST EXHIBITORS." On Fair dates which Approved Waitlist Exhibitors are not scheduled to participate, Approved Waitlist Exhibitors will be accepted on a first come, first serve basis in the event that a confirmed Exhibitor is not at the Fair by 7:00 a.m.

Approved Waitlist Exhibitors must check in with the Fair On-Site Supervisor immediately upon arriving at the Fair and then wait for further instruction. Approved Waitlist Exhibitors may arrive

anytime between 6:45 a.m. and 7:45 a.m. on Saturdays (7:45 a.m. and 8:45 a.m. in October), and are not guaranteed a spot at the Fair. If a spot should become available, payment of the Fifty Five Dollars (\$55.00) booth space rental fee is due immediately, before the Exhibitor will be allowed to set up display.

## **8. EQUIPMENT AND SUPPLIES**

The City will provide each Exhibitor one (1), 10' x 10', booth space. Each Exhibitor must supply the Exhibitor's own tables, chairs, and other display equipment. Exhibitors are required to provide a tent and four (4) proper tent weights. Tents are supplied by the Exhibitor, who is solely responsible for damages or personal injury resulting from the use thereof. Electricity is NOT available on Fernandez Plaza (formerly Showers Plaza), 401 N. Morton Street.

## **9. PROPERTY MAINTENANCE AND UTILIZATION**

Fair hours are 8:00 a.m. until 1:00 p.m. (9:00 a.m. until 1:00 p.m. in October) for the Saturday fairs. **The Exhibitor must have display set-up completed and be ready to sell by 7:00 a.m. (8:00 a.m. in October) for the Saturday fairs or attendance points will not be counted and rights to guaranteed booth space will be forfeited. The Exhibitor may not begin to tear down his/her display until 1:00 p.m. on.** The Exhibitor must vacate the premises by 3:00 p.m. on Saturdays and remove all personal items and equipment. Exhibitors must clean litter and debris before leaving or be subject to a garbage removal fee of One Hundred Dollars (\$100.00).

## **10. CITY'S REMEDIES FOR BREACH**

Violation of any material provision of this Agreement is a material breach and default by the Exhibitor. Upon notice by the City to the Exhibitor of the occurrence of a breach or default during Fair hours, and the Exhibitor's failure to correct the breach within a reasonable time, the Exhibitor agrees to remove personal equipment, clean the area, and vacate the Fair premises. Failure to vacate may subject the Exhibitor to civil and criminal remedies including, but not limited to, remedies for civil and criminal trespass. Upon occurrence of a material breach of this Agreement, the City reserves the right to declare this Agreement terminated, by so stating in a written notice to the Exhibitor, and to retain, as liquidated damages and not as a penalty, any fees prepaid by the Exhibitor. The City may also, in its sole discretion, determine that it will not contract with some or all of the individuals listed as Exhibitors in this Agreement to sell at the Fair in future seasons.

## **11. COVENANT NOT TO SUE**

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

## **12. TERMINATION**

The Parties understand and agree that due to the ongoing COVID-19 pandemic, there may be limitations and restrictions enacted that will affect the ability of the Parties to perform as required under this Agreement. The Parties agree that, in the event a limitation or restriction is enacted which prevents performance of the terms of the Agreement, Parks may terminate the Agreement in its sole discretion if it determines that there is no reasonable alternative means of performance under the Agreement. Parks shall notify the Artist Exhibitor of any such termination and the reasons therefore in writing.

### 13. INDEMNIFICATION

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

*\*PLEASE SAVE THIS COPY FOR YOUR RECORDS*

**EXHIBITOR COPY**

### SIGNATURES

#### Exhibitor Information

\_\_\_\_\_  
Print full name of each Exhibitor (Primary Exhibitor)

\_\_\_\_\_  
(Additional Exhibitors)

\_\_\_\_\_  
Print mailing address(es)

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Exhibitors' phone number(s)

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

\_\_\_\_\_  
Primary Exhibitor's Signature      Date  
Market Registrant

\_\_\_\_\_  
Additional Exhibitor's Signature      Date  
Market Registrant

\_\_\_\_\_  
Additional Exhibitor's Signature    Date

\_\_\_\_\_  
Additional Exhibitor's Signature    Date

\_\_\_\_\_  
Paula McDevitt, Director, Parks & Recreation Department    Date

\_\_\_\_\_  
Beth Cate, Corporation Counsel    Date

\_\_\_\_\_  
Kathleen Mills, President, Board of Park Commissioners    Date

The above-signed Primary Exhibitor gives the City permission to release my name, address and phone number to customers interested in contacting you for information and/or special orders?  
Yes \_\_\_\_\_ No \_\_\_\_\_

**Initial one:**    Exhibitor chooses to participate in the Gift Certificate Program    \_\_\_\_\_  
                         Exhibitor chooses NOT to participate in the Gift Certificate Program    \_\_\_\_\_

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

**SIGNATURES**

**Exhibitor Information**

\_\_\_\_\_  
Print full name of each Exhibitor (Primary Exhibitor)

\_\_\_\_\_  
(Additional Exhibitors)

Print mailing address(es)  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Exhibitors' phone number(s) \_\_\_\_\_

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

\_\_\_\_\_  
Primary Exhibitor's Signature      Date  
Market Registrant

\_\_\_\_\_  
Additional Exhibitor's Signature      Date  
Market Registrant

\_\_\_\_\_  
Additional Exhibitor's Signature      Date

\_\_\_\_\_  
Additional Exhibitor's Signature      Date

\_\_\_\_\_  
Paula McDevitt, Director, Parks & Recreation Department      Date

\_\_\_\_\_  
Beth Cate, Corporation Counsel      Date

\_\_\_\_\_  
Kathleen Mills, President, Board of Park Commissioners      Date

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

Yes \_\_\_\_\_ No \_\_\_\_\_

**Initial one:**      Exhibitor chooses to participate in the Gift Certificate Program      \_\_\_\_\_  
                         Exhibitor chooses NOT to participate in the Gift Certificate Program      \_\_\_\_\_

## **A FAIR OF THE ARTS 2023 EXHIBITOR INFORMATION**

### **Appendix A**

#### **FAIR DATES AND HOURS**

A Fair of the Arts will take place on the second Saturday of every month, May through October (May 13, June 10, July 8, August 12, September 9, and October 14) at Fernandez Plaza (formerly Showers Plaza), an outdoor festival site adjacent to Bloomington's City Hall. A Fair of the Arts is held from 8:00 a.m. to 1:00 p.m. May through September and from 9:00 a.m. to 1:00 p.m. in October.

#### **FAIR SITE**

A Fair of the Arts takes place outdoors on Fernandez Plaza (formerly Showers Plaza) at 401 North Morton Street in Bloomington, Indiana, (adjacent to the Showers Building, between Eighth and Ninth Streets and The City of Bloomington City Hall building). Booth spaces will be located both on the brick plaza and on the tiered grassy area outside of City Hall.

#### **CONTRACT**

All Exhibitors selling at A Fair of the Arts are required to sign the 2023 A Fair of the Arts Exhibitor Agreement in advance of selling at any fair. Spaces will not be secured until payment and contracts have been received. The information on the contract is public record.

#### **SELECTION OF ARTISTS FOR A FAIR**

Artists are selected through a jury process. The jury will be composed of local individuals who have a vested interest in A Fair of the Arts and/or the local arts. The jury will score and select artists using the applications and photos submitted by artists through the 2023 A Fair of the Arts application

The following criteria will be used to select artists for A Fair of the Arts.

1. **Product Guidelines** - Work meets guidelines established in contract (see contract section 3 "Works Permitted for Exhibition and Sale"). All works must be created by the exhibitor.
2. **Style of Work** - Applications will be divided into 10 categories (clay, drawing/painting/photography, fiber arts, glass, jewelry, metalwork/woodwork, natural materials, recycled arts, surface decoration, and personal care). Artists must choose ONE category that best represents the majority of the product created and sold. A minimum of 80% of the product the artist sells must be within that category. Artists may apply to sell in multiple categories. Artists applying in multiple categories must fill out an application and pay all applicable fees for each category in which they apply.
3. **Quality of Work** - Works must be safe, be a durable good, and exhibit quality of craftsmanship. Works will be juried based on application materials submitted.
4. **Price Range** – Consideration is given to artists who include reasonably priced pieces.
5. **Variety of Artists** - Consideration will be given to including a variety of qualified artists and styles of work.

#### **UNLOADING, LOADING, AND PARKING**

Exhibitors may idle their vehicles along the west side of Morton Street facing south beginning at 6:00 a.m. to unload (7:00 a.m. in October). After unloading, please move vehicle to the IU EMS permit lot off Morton Ave., which can be entered from the 10th Street and Morton Ave. alley. This lot is located next the back of the SpringHill Suites by Marriott Bloomington. At the end of the day exhibitors may once again idle their vehicles in the same way beginning at 1:00 p.m. or may line up along Morton Ave. to enter the parking lot if their booth is located inside the Farmers' Market area (City Hall parking lot). Exhibitors may NOT park along the curb on Morton Ave. during the event. This parking is accessible parking from the hours of 8 a.m.-1 p.m. (9a.m.-1 p.m. in October). You may be ticketed if you park here.

***Artists must check-in at least one (1) hour prior to the start of any scheduled fair (7:00 a.m. on Saturdays (8:00 a.m. in October)) unless written arrangements have been made and confirmed by the event coordinator before 4 PM on the day prior to the event. Reserved spaces can be given to an artist on the waitlist after that time. If you are running late, contact the cell phone of the event organizer. The number to call will be provided by email several days before each show.***

All exhibits must be set-up 30 minutes prior to the start of the fair and Exhibitors may not begin to tear displays down until the scheduled end time of each event. Exhibitors must vacate the premises no later than two (2) hours after the event has ended. On Saturdays a landscaping cart is available for use during loading and unloading.

#### **ASSIGNMENTS AND LIMITS OF SPACE**

Each Exhibitor is limited to one reserved space unless otherwise assigned. Each space is 10' x 10' in size. All booth spaces are located outdoors. The City of Bloomington does NOT provide tents, weights, tables, chairs, etc. Each Exhibitor must supply their own equipment and supplies to operate their booth. Electricity is NOT available on Fernandez Plaza, 401 N. Morton Street.

#### **WAIT LIST**

All artists on the approved wait list may arrive on the day of A Fair of the Arts to fill an available space. If a spot should become available, payment of the Fifty Five Dollars (\$55.00) for Saturday's booth space rental fee is due immediately. The spots will be assigned by the On-Site Supervisor on a first come, first served basis starting one (1) hour prior to the start of each event.

#### **CANCELLATIONS**

Any Exhibitor who cancels must notify the City **in writing**. Cancellations received **in writing** at least fourteen (14) days prior to the Fair will receive a refund, less a \$15.00 administrative fee. Cancellations received with less than fourteen (14) days prior to the Fair will not receive a refund. An Exhibitor's absence without prior notification will be taken into consideration when determining entrance into future fairs.

There is no indoor rain location for A Fair of the Arts. Each Exhibitor is responsible for providing his/her own protection from the elements for work, and display of materials. There will be no refund of fees because of undesirable weather.

#### **GIFT CERTIFICATES**

Exhibitors are encouraged to participate in the Gift Certificate Program (GCP) offered by Parks. Customers can purchase Market Gift Certificates, vouchers which are valued at \$5.00 or \$20.00 each, good towards the purchase of products at both the Bloomington Community Farmers' Market's Tuesday Market, Saturday Market and A Fair of the Arts. Customers can purchase Gift Certificates with cash or check during both the Tuesday Market and Saturday Market hours at the Parks and Recreation information table or in the Parks and Recreation main office in City Hall, Monday - Friday from 8:00 a.m.–5:00 p.m. with cash, check or credit card. Gift Certificates are good for one year from the date of issue. *Exhibitors may give change for Gift Certificate purchases.*

***DO NOT ACCEPT THE BLUE “MARKET BUCKS” FOR ART WORK. THEY ARE FOR ELIGIBLE FOOD ITEMS ONLY.***

### **GCP Participation**

***In order to participate Exhibitors must:*** 1) Indicate on Exhibitor Contract intention to participate on your 2023 A Fair of the Arts Exhibitor Agreement. 2) Attend a training or read and understand the Gift Certificate information in this information sheet. Training is available on an individual basis at A Fair of the Arts or by appointment. 3) All vendors who wish to participate in GCP must complete the City's W-9 and Electronic Funds Transfer (EFT) approval form. This form will be emailed to all accepted Exhibitors. If you prefer to receive one by mail, please contact the fair administrator.

### **Redeeming Gift Certificates for Payment**

Once W-9 and EFT forms have been processed, vendors will receive a Vendor Card. Present this card along with a Gift Certificate at the time of redemption. You may redeem these vouchers on Bloomington Community Farmers' Market Tuesdays and Saturdays at the Farmers' Market information table from 4:00 p.m. to 7:00 p.m. All Gift Certificates should be submitted at a Tuesday Market or Saturday Market no later than the final Farmers' Market (November 25, 2023).

### **Payment Disbursement**

The City of Bloomington processes the redemption forms every two weeks. Vendors will receive an EFT for the value of the redemption within four to six weeks. Vendors with email will receive an email notifying them that the funds will be available through an electronic transfer directly to their bank account on a specified date.

### **FEES**

Each Exhibitor pays a fee of \$55.00 per Saturday. Fees cover direct costs of the Fairs.

### **RECEIPTS AND COMMISSIONS**

Exhibitors should issue receipts when customers request them. Commissions on sales are not collected.

### **TAXES**

Exhibitors are responsible for collecting required taxes and for keeping appropriate records. Indiana Department of Revenue Registered Retail Merchants Certificate (RRMC) applications



are available by calling (317) 232-2165 or by visiting <https://www.in.gov/dor/business-tax/sales-tax/>.

### **DEMONSTRATIONS**

Exhibitors are encouraged to provide demonstrations of their art or craft with prior approval. An area will be made available for such demonstrations if necessary.

### **BOOTH SITTERS**

Booth sitters are available to enable Exhibitors to take restroom and food breaks.

### **HAWKING**

Vociferous hawking and selling outside of booth space is not allowed.

### **ELECTRONIC MUSIC**

Audible music from phones, Bluetooth speakers, or radios is strictly prohibited.

### **FAIR STAFF**

There will be an on-site supervisor at each fair. Questions or comments during the business week will be welcomed by the fair administrator:

Crystal Ritter  
City of Bloomington Parks and Recreation Department  
401 North Morton Street, Suite 250  
(812) 349-3725  
ritterc@bloomington.in.gov



## STAFF REPORT

Agenda Item: A-9  
Date: 1/18/2023

Administrator  
Review\Approval  
PM

**TO:** Board of Park Commissioners  
**FROM:** Bill Ream, Community Events Coordinator  
**DATE:** 1/24/23  
**SUBJECT:** CONCESSIONS AGREEMENT

### Recommendation

Staff recommends the approval of the 2023 Concessions Agreement for various events.

### Background

Bloomington Parks and Recreation will be inviting food vendors to sell their products onsite at various events and programs throughout 2023. These vendors will be required to pay the Department 10% of their gross sales from the day.

We have been using this type of agreement for several years and it has worked really well and the vendors are agreeable to the fee. In addition, having food vendors at events adds to the overall experience of the events.

There are no major changes to the agreement for 2023.

**RESPECTFULLY SUBMITTED,**

A handwritten signature in black ink that reads "Bill Ream". The signature is written in a cursive, flowing style.

---

Bill Ream, Community Events Coordinator



### CONCESSIONS AGREEMENT

WHEREAS, the City of Bloomington, through its Parks and Recreation Department (hereafter “Parks”), is hosting events at various departmental and community locations; and

WHEREAS, the undersigned, \_\_\_\_\_ (hereinafter “Concessionaire”) desires to sell concessions at the \_\_\_\_\_ event held at \_\_\_\_\_ on the date of \_\_\_\_\_, 2023 and at such other times as have been pre-approved by Parks;

NOW, THEREFORE, in consideration for permission from Parks to sell concessions at the \_\_\_\_\_ event held at \_\_\_\_\_ on the date of \_\_\_\_\_, 2023 and at such other times as have been pre-approved by Parks, Concessionaire agrees to the following terms and conditions:

1. Concessionaire shall obtain all necessary permits from the Monroe County Health Department and from any and all other controlling agencies or boards prior to selling concessions.
2. Concessionaire shall abide by federal, state and local laws and ordinances, which pertain to such sales and related activities.
3. This Agreement is for the above date(s) only.
4. Concessionaire agrees to vacate the area by \_\_\_\_\_ on \_\_\_\_\_, 2023 and remove all personal items and equipment. Concessionaire must clean litter and debris before leaving, or will be subject to a fine of Fifty Dollars (\$50.00) for violation of Bloomington Municipal Code 6.06.070.
5. Concessionaire agrees to release, hold harmless and forever indemnify the City of Bloomington, its Department of Parks and Recreation, and its employees, officers, agents and assigns from any and all claims, causes of action, suits, proceedings or demands that may arise from or in any way connected to Concessionaire’s activities under this agreement, which include, but are not limited to, sales of concessions, use of related equipment, and location of the concession stand/trailer. This release, hold-harmless and indemnification includes claims, which may be brought by any third party against the City of Bloomington and its related entities as set forth above. Concessionaire agrees

that this release is binding upon him/herself, his/her agents, and his/her heirs, successors and assigns.

6. Concessionaire agrees to pay 10% of their gross sales at the event to Parks for the right to sell on above mentioned date. This fee will be collected at the end of the event before the Concessionaire leaves the site or at a later time as agreed upon by both parties. This fee is not refundable nor transferable.
7. Concessionaire agrees that this Agreement will be terminated on or before December 31, 2023.
8. In the event that either party must resort to litigation in order to enforce the terms of this Agreement, the party found to be in breach of the Agreement shall bear the expense of such litigation, including, but not limited to court costs and reasonable attorney's fees. This Agreement shall be governed by the laws of the State of Indiana. Venue of any disputes arising under this Agreement shall be in Monroe County, Indiana.
9. Any notice required by this Agreement shall be made in writing to the addresses specified below:

Bloomington Parks and Recreation:

Concessionaire:

Staff Member: \_\_\_\_\_

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

401 N Morton Street, Suite 250  
Bloomington IN 47404

Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Email: \_\_\_\_\_

Email: \_\_\_\_\_

**CONCESSIONAIRE:**

\_\_\_\_\_  
Concessionaire Signature

\_\_\_\_\_  
Date

**CITY OF BLOOMINGTON PARKS & RECREATION:**

\_\_\_\_\_  
Paula McDevitt, Director, Parks & Recreation

\_\_\_\_\_  
Date

\_\_\_\_\_  
Kathleen Mills, President, Board of Park Commissioners

\_\_\_\_\_  
Date

\_\_\_\_\_  
Beth Cate, Corporation Counsel

\_\_\_\_\_  
Date



## STAFF REPORT

Agenda Item: A-10  
Date: 1/18/2023

Administrator  
Review\Approval  
PM

**TO:** Board of Park Commissioners  
**FROM:** Bill Ream, Community Events Coordinator  
**DATE:** **January 24, 2023**  
**SUBJECT:** **CONTRACT FOR SERVICES WITH IZZY'S RENTAL**

### **Recommendation**

Staff recommends the approval of the contract for services with Izzy's Rental. The department will be renting portable toilets from Izzy's for various community events in 2023. The total amount will not exceed \$2,000. Accounts: Community Events: 201-18-186500-53730 – \$1,500; Parade: 201-18-186507-53730 - \$500.

### **Background**

The department has rented portable toilets from Izzy's for several years and we are very happy with the service. The units are always in good condition and are dropped off and picked up on schedule.

**RESPECTFULLY SUBMITTED,**

A handwritten signature in black ink that reads "Bill Ream". The signature is written in a cursive, flowing style.

---

Bill Ream, Community Events Coordinator

**AGREEMENT (CONTRACT) BETWEEN CITY OF BLOOMINGTON PARKS AND RECREATION DEPARTMENT  
AND  
IZZY'S RENTAL**

This Agreement, entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 2023, by and between the City of Bloomington Department of Parks and Recreation (the "Department"), and Izzy's Rental ("Contractor").

**Article 1. Scope of Service** Contractor shall provide rental of portable toilets at various locations for Bloomington Parks and Recreation Department coordinated community events.

("Services"). Contractor shall diligently provide the Services under this Agreement and shall complete the Services described in this Agreement in a timely manner consistent with the Standard of Care identified in Article 2. Contractor shall complete the Services required under this Agreement on or before December 31, 2023, unless the parties mutually agree to a later completion date. Completion shall mean completion of all work related to the Services. In the performance of Contractor's work, Contractor agrees to maintain such coordination with the Department as may be requested and desirable, including primary coordination with Bill Ream as the Department's Project Manager. Contractor agrees that any information or documents, including digital GIS information, supplied by the Department pursuant to Article 3, below, shall be used by Contractor for this project only, and shall not be reused or reassigned for any other purpose without the written permission of the Department.

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

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

**Article 4. Compensation** The Department shall pay Contractor for all fees and expenses in an amount not to exceed two thousand (\$2,000). Contractor shall submit an invoice to the Department upon the completion of the Services described in Article 1. The invoice shall be sent to: Bill Ream, City of Bloomington Parks and Recreation, 401 N. Morton, Suite 250, Bloomington, Indiana 47404. Invoices may be sent via first class mail postage prepaid or via email. Payment will be remitted to Contractor within forty-five (45) days of receipt of invoice. Additional services not set forth in Article 1, or changes in the Services must be authorized in writing by the Department or its designated project coordinator prior to such work being performed, or expenses incurred. The Department shall not make payment for any unauthorized work or expenses.

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

**Article 6. Schedule** Contractor shall perform the Services according to the following schedule:  
As needed for various events.

The time limits established by this schedule shall not be exceeded, except for reasonable cause as mutually agreed by the parties.

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

The Parties understand and agree that due to the ongoing COVID-19 pandemic, there may be limitations and restrictions enacted that will affect the ability of the Parties to perform as required under this Agreement. The Parties agree that, in the event a limitation or restriction is enacted which prevents performance of the terms of the Agreement, Parks may terminate the Agreement in its sole discretion if it determines that there is no reasonable alternative means of performance under the Agreement. Parks shall notify Contractor of any such termination and the reasons therefor in writing.

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

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

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

**Article 11. Indemnification** Contractor shall defend, indemnify, and hold harmless the City of Bloomington, the Department, and the officers, agents and employees of the City and the Department from any and all claims, demands, damages, costs, expenses or other liability arising out of the Agreement or occasioned by the reckless or negligent performance of any provision thereof, including, but not limited to, any reckless or negligent act or failure to act or any misconduct on the part of the Contractor or its agents or employees, or any independent contractors directly responsible to it (collectively "Claims"). If Contractor is a design professional, architect, landscape architect, surveyor, engineer, geologist, or geotechnical / environmental consultant contracting to provide professional services, then Contractor shall not have the duty to defend against a professional liability claim or indemnify against liability other than liability for damages and losses arising out of third-party claims to the extent the damages and losses are caused by Contractor's willful misconduct or negligence.

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

Insurance (“Errors and Omissions Insurance”) with a minimum limit of \$1,000,000 annual aggregate. All insurance policies shall be issued by an insurance company authorized to issue such insurance in the State of Indiana. The City of Bloomington, the Department, and the officers, employees and agents of each shall be named as insureds under the General Liability, Automobile, and Worker’s Compensation policies, and such policies shall stipulate that the insurance will operate as primary insurance and that no other insurance of the City’s will be called upon to contribute to a loss hereunder. Contractor shall provide evidence of each insurance policy to the Department prior to the commencement of work under this Agreement.

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

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

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

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

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

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

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

Contractor understands that the City of Bloomington prohibits its employees from engaging in harassing or discrimination of any kind, including harassing or discriminating against independent contractors doing work for the City. If Contractor believes that a City employee engaged in such conduct towards Contractor and/or any of its employees, Contractor or its employees may file a complaint with the City department head in charge of the Contractor's work, and/or with the City human resources department or the Bloomington Human Rights Commission. The City takes all complaints of harassment and discrimination seriously and will take appropriate disciplinary action if it finds that any City employee engaged in such prohibited conduct.

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

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

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

**Department:** City of Bloomington Parks and Recreation **Attn: Bill Ream, 401 N. Morton Suite 250, Bloomington, IN 47404. Contractor: Izzy’s Rental, Attn: Kevin Kerr, 915 S. Gore Road, Bloomington, IN 47403.** Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of the Department and Contractor.

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

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

**CITY OF BLOOMINGTON**

**IZZY’S RENTAL**

\_\_\_\_\_  
Beth Cate, Corporation Counsel

\_\_\_\_\_  
Signature

**CITY OF BLOOMINGTON PARKS AND RECREATION**

\_\_\_\_\_  
Kevin Kerr, Owner

\_\_\_\_\_  
Paula McDevitt, Director  
Parks and Recreation Department

\_\_\_\_\_  
Kathleen Mills, President  
Board of Park Commissioners

**EXHIBIT A**  
**E-VERIFY AFFIDAVIT**

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

**AFFIDAVIT**

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

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

\_\_\_\_\_  
Signature

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

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

Before me, a Notary Public in and for said County and State, personally appeared \_\_\_\_\_ and acknowledged the execution of the foregoing this \_\_\_\_ day of \_\_\_\_\_, 2023.

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

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



**EXHIBIT B**

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

**NON-COLLUSION AFFIDAVIT**

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

**OATH AND AFFIRMATION**

I affirm under the penalties of perjury that the foregoing facts and information are true and correct to the best of my knowledge and belief.  
Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

**Izzy's Rental**

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

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

Before me, a Notary Public in and for said County and State, personally appeared \_\_\_\_\_ and acknowledged the execution of the foregoing this \_\_\_\_ day of \_\_\_\_\_, 2023.

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

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



## STAFF REPORT

Agenda Item: A-11  
Date: 1/18/2023

Administrator  
Review\Approval  
PM

**TO:** Board of Park Commissioners  
**FROM:** Crystal Ritter, Community Events Coordinator  
**DATE:** **January 24, 2023**  
**SUBJECT:** **REVIEW AND APPROVAL OF A SHORT SERVICE AGREEMENT WITH KINGSNAKE SOUND COMPANY**

### **Recommendation**

Staff recommends review/approval of a short service agreement with KingSnake Sound Company for sound engineering services and equipment rental for community events held in the 2023 calendar year.

Funding Sources: 200-18-186500-53730 and/or 201-18-186500-53730

### **Background**

This contract is for sound engineering services, set-up and tear-down of sound equipment, and sound equipment rental for various events throughout the 2023 Parks and Recreation calendar year including but not limited to the Bloomington Symphony Orchestra concert in Switchyard Park, the Pumpkin Launch at the Monroe County Fairgrounds, a potential new event to be added for this calendar year, and the Holiday Market at Bloomington's City Hall. This contract also includes estimated repair costs to maintain Bloomington Parks and Recreation's current sound equipment. We have used KingSnake Sound Company for several years. They are reliable and continue to be well priced.

Total Dollar Amount of Contract: Not to exceed \$2,400

Approximate breakdown:

200-18-186500-53730 - \$1050

200-18-186500-53990- \$525

201-18-186500-53730- \$525

201-18-186500-53990- \$300 (Repair Work)

**RESPECTFULLY SUBMITTED,**

A handwritten signature in black ink, appearing to read 'Crystal Ritter', written in a cursive style.

---

Crystal Ritter, Community Events Coordinator

2023-January

**AGREEMENT BETWEEN CITY OF BLOOMINGTON PARKS AND RECREATION DEPARTMENT  
AND  
CONTRACTOR**

This Agreement, entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 2023, by and between the City of Bloomington Department of Parks and Recreation (the "Department"), and KingSnake Sound Company ("Contractor").

**Article 1. Scope of Services** Contractor shall provide sound engineering services, equipment rental, and equipment repair for community events hosted by Bloomington Parks and Recreation ("Services"). Contractor shall diligently provide the Services under this Agreement and shall complete the Services described in this Agreement in a timely manner consistent with the Standard of Care identified in Article 2. Contractor shall complete the Services required under this Agreement on or before December 31, 2023, unless the parties mutually agree to a later completion date. Completion shall mean completion of all work related to the Services. In the performance of Contractor's work, Contractor agrees to maintain such coordination with the Department as may be requested and desirable, including primary coordination with Crystal Ritter as the Department's Project Manager. Contractor agrees that any information or documents, including digital GIS information, supplied by the Department pursuant to Article 3, below, shall be used by Contractor for this project only, and shall not be reused or reassigned for any other purpose without the written permission of the Department.

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

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

**Article 4. Compensation** The Department shall pay Contractor for all fees and expenses in an amount not to exceed two thousand four hundred dollars (\$2,400). Contractor shall submit an invoice to the Department upon the completion of the Services described in Article 1. The invoice shall be sent to: Crystal Ritter, City of Bloomington, 401 N. Morton, Suite 250, Bloomington, Indiana 47404. Invoices may be sent via first class mail postage prepaid or via email. Payment will be remitted to Contractor within forty-five (45) days of receipt of invoice. Additional services not set forth in Article 1, or changes in the Services must be authorized in writing by the Department or its designated project coordinator prior to such work being performed, or expenses incurred. The Department shall not make payment for any unauthorized work or expenses.

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

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

April–Possible new event to be added in 2023

August– Bloomington Symphony Orchestra Concert in Switchyard Park, 1601 S. Rogers St.

October- Bloomington Pumpkin Launch at the Monroe County Fairgrounds, 5700 W Airport Rd

November- Holiday Market at Bloomington's City Hall, 401 N. Morton St.

The time limits established by this schedule shall not be exceeded, except for reasonable cause as mutually agreed by the parties.

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

The Parties understand and agree that due to the ongoing COVID-19 pandemic, there may be limitations and restrictions enacted that will affect the ability of the Parties to perform as required under this Agreement. The Parties agree that, in the event a limitation or restriction is enacted which prevents performance of the terms of the Agreement, Parks may terminate the Agreement in its sole discretion if it determines that there is no reasonable alternative means of performance under the Agreement. Parks shall notify KingSnake Sound Company of any such termination and the reasons therefor in writing.

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

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

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

**Article 11. Indemnification** Contractor shall defend, indemnify, and hold harmless the City of Bloomington, the Department, and the officers, agents and employees of the City and the Department from any and all claims, demands, damages, costs, expenses or other liability arising out of the Agreement or occasioned by the reckless or negligent performance of any provision thereof, including, but not limited to, any reckless or negligent act or failure to act or any misconduct on the part of the Contractor or its agents or employees, or any independent contractors directly responsible to it (collectively "Claims"). If Contractor is a design professional, architect, landscape architect, surveyor, engineer, geologist, or geotechnical / environmental consultant contracting to provide professional services, then Contractor shall not have the duty to defend against a professional liability claim or indemnify against liability other than liability for damages and losses arising out of third-party claims to the extent the damages and losses are caused by Contractor's willful misconduct or negligence.

**Article 12. Insurance** During the performance of any and all Services under this Agreement, Contractor shall maintain the following insurance in full force and effect: a) General Liability Insurance, with a minimum combined single limit of \$1,000,000 for each occurrence and \$2,000,000 in the

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

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

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

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

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

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

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

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

Contractor understands that the City of Bloomington prohibits its employees from engaging in harassing or discrimination of any kind, including harassing or discriminating against independent contractors doing work for the City. If Contractor believes that a City employee engaged in such conduct towards Contractor and/or any of its employees, Contractor or its employees may file a complaint with the City department head in charge of the Contractor's work, and/or with the City human resources department or the Bloomington Human Rights Commission. The City takes all complaints of harassment and discrimination seriously and will take appropriate disciplinary action if it finds that any City employee engaged in such prohibited conduct.

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

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

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

**Department:** City of Bloomington, Attn: Crystal Ritter, 401 N. Morton, Bloomington, IN 47402. **Contractor:** KingSnake Sound Company. Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of the Department and Contractor.

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

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

**Article 25: Renewal** This Agreement may be renewed for three additional one-year terms so long as none of the terms and conditions herein are modified in any way. Renewal shall only occur upon advanced written notice by the City to the Contractor that the City wishes to renew the Agreement at least thirty (30) days, but not more than sixty (60) days, prior to the end of the current term.

**CITY OF BLOOMINGTON**

**KingSnake Sound Company**

\_\_\_\_\_  
Beth Cate, Corporation Counsel

\_\_\_\_\_  
Chris Ramsey, Owner and Proprietor

**CITY OF BLOOMINGTON PARKS AND RECREATION**

\_\_\_\_\_  
Date

\_\_\_\_\_  
Paula McDevitt, Director

Parks and Recreation Department

---

Kathleen Mills, President  
Board of Park Commissioners

**EXHIBIT A**  
**E-VERIFY AFFIDAVIT**

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

**AFFIDAVIT**

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

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

\_\_\_\_\_  
Signature

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

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

Before me, a Notary Public in and for said County and State, personally appeared \_\_\_\_\_ and acknowledged the execution of the foregoing this \_\_\_\_ day of \_\_\_\_\_, 2023.

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

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

**EXHIBIT B**

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

**NON-COLLUSION AFFIDAVIT**

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

**OATH AND AFFIRMATION**

I affirm under the penalties of perjury that the foregoing facts and information are true and correct to the best of my knowledge and belief.  
Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

**KingSnake Sound Company**

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

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

Before me, a Notary Public in and for said County and State, personally appeared \_\_\_\_\_ and acknowledged the execution of the foregoing this \_\_\_\_ day of \_\_\_\_\_, 2022.

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

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





## STAFF REPORT

Agenda Item: C-12  
Date: 1/18/2023

Administrator  
Review\Approval  
PM

**TO:** Board of Park Commissioners  
**FROM:** Crystal Ritter, Community Events Coordinator  
**DATE:** **January 24, 2023**  
**SUBJECT:** **REVIEW AND APPROVAL OF THE 2023 MOBILE STAGE RENTAL APPLICATION**

### **Recommendation**

Staff recommends approval of the 2023 Mobile Stage Rental Application. This rental application and agreement outlines the costs and policies associated with renting the Bloomington Parks and Recreation Wenger “Showmobile” mobile stage. Deposits from rentals will be made into account 201-18-186500-43260.

### **Background**

Bloomington Parks and Recreation purchased our current mobile stage, a Wenger “Showmobile”, in 2004. We utilize the stage for our Performing Arts Series’ concerts in Bryan Park and for concerts and other events at Switchyard Park, but it is also available for rental within Bloomington’s City Limits. This agreement covers policies and fees associated with the rental of mobile stage. Changes to this rental application include removal of the stage risers which are now being used permanently by Switchyard Park and updating of the dates for 2023.

**RESPECTFULLY SUBMITTED,**

A handwritten signature in black ink, appearing to be "Crystal Ritter".

---

Crystal Ritter, Community Events Coordinator



## Application for Rental of the Bloomington Parks and Recreation Mobile Stage and/or Equipment

Please note that the submittal of this application does not guarantee use of the mobile stage or equipment for your event. Applications are reviewed by Bloomington Parks and Recreation staff who evaluate whether the stage can be used/delivered to the proposed location. Applications will also be reviewed to ensure that staffing is available to transport and supervise the stage on the proposed date(s).

Please return this form (make copy for your records) along with the appropriate payment at least **four (4) weeks** prior to your event to:

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

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

Name of Person Responsible for Equipment: \_\_\_\_\_

Mailing Address: \_\_\_\_\_ Phone: \_\_\_\_\_

Email Address: \_\_\_\_\_

Type of Organization (Not-for-profit, government, etc.): \_\_\_\_\_

Tax ID# (If applicable): \_\_\_\_\_

Name of Event: \_\_\_\_\_

Purpose of Event: \_\_\_\_\_

Type of Event (concert, speeches, dance, etc.): \_\_\_\_\_

Anticipated Event Attendance: \_\_\_\_\_

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

*Location must be within the City of Bloomington limits. (Exceptions may be made for locations with a close vicinity of the city limits) Bloomington Parks and Recreation must approve site in advance. The mobile stage can only be transported by Parks personnel and will not be moved, once placed.*

**Please include map of event site with exact stage placement marked on your map. Map must include the address of the site and be submitted with the application for rental.**

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



I have read the entire Application for Rental of the Bloomington Parks and Recreation Mobile Stage and/or Equipment and understand all of the policies listed on this application. Initials \_\_\_\_\_

I understand that additional fees may be required if the stage is transported on weekends or holidays. Initials \_\_\_\_\_

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

\_\_\_\_\_  
Signature of Designated Representative

\_\_\_\_\_  
Date

### Special Event Equipment Rental Prices

All prices listed are per day. Pricing does not include transportation costs associated with moving the stage on weekends and/or City holidays and does not include the fee for the stage supervisor staffing that is required with rental of the mobile stage. Requests for stage on weekends or holidays will require additional fees.

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

Mobile Stage \$750/day + \$375 deposit\*  
W/Theatrical Lights \$1000/day + \$500 deposit\* requires additional electrical  
(See stage policy for details)

Stage Extenders \$365/day + \$185 deposit\* (7 platforms, 4'X8'X3')  
\$60/day per platform + \$75 deposit\*

Self-Standing Stairs \$50/day + \$25 deposit\*

#### Category II - For Profit Organizations:

Mobile Stage \$1000/day + \$500 deposit\*  
W/Theatrical Lights \$1250/day + \$625 deposit\* requires additional electrical  
(See stage policy for details)

Stage Extenders \$365/day + \$185 deposit\* (7 platforms, 4'X8'X3')  
\$60/day per platform + \$75 deposit\*

Self-Standing Stairs \$50/day + \$25 deposit\*

**\*\*All organizations are required to pay for any damage to the equipment that occurs during the periods of use. Assessed damage costs may exceed the amount of the damage deposit.**

- The mobile stage can only be transported by Parks and Recreation, Operations personnel and cannot be moved once it is in place. Transportation fees will be added to the total cost of the stage if it is moved during non-working hours. Non-working hours are after 5 p.m. on week days, weekends, and holidays.
- A Bloomington Parks and Recreation site supervisor will remain on site while the stage is in

operation. The fee for the site supervisor will be determined by event and staffing availability and will be added to your total in addition to the stage rental.

- Those reserving equipment are responsible for reserving the location where equipment is to be placed. Also, those reserving equipment agree to meet Bloomington Parks and Recreation staff at desired location to assure proper placement of equipment.
- No posters, banners, signs or other materials can be adhered to the stage without prior approval from Bloomington Parks and Recreation. No tape, glue or adhesive material may be used on stage walls, floors, ceiling or any other part of the stage. Any failure to comply with this provision could result in loss of deposit and possible additional repair charge.
- The site supervisor will monitor stage use as well as weather conditions and will have the authority to shut down the stage if conditions become adverse. Adverse conditions include, but are not limited to, winds over 20mph, lightning, rain, and/or use deemed inappropriate or dangerous. If the stage is closed for reasons deemed necessary by the site supervisor, a refund will not be issued. Refunds will not be issued for advance cancellations made by renter.
- Full payment (plus deposit) must be received seven (7) days prior to rental date.
- If renter wants to develop its own firearms policy for the duration of the event at its own discretion, a copy of such policy should be provided to the City prior to the event and after the City has approved its application.
- The renting party shall provide the City with a certificate of insurance evidencing general liability insurance in the amount of \$1 million per occurrence and \$2 million aggregate. The policy shall name the City of Bloomington Parks and Recreation Department and the renter as insured parties, and the renter shall provide Parks with a certificate of insurance prior to the commencement of operations under the contract. The renter and its insurer shall notify BPRD within ten (10) days of any insurance cancellation. The individual or organization renting the mobile stage agrees to release, hold harmless and indemnify the City of Bloomington, its Parks and Recreation Department, and its officers, employees, agents and assigns from any and all claims that may arise as a result of the individual/organization's use of the mobile stage. This includes, but is not limited to, claims for personal injury and property damage, whether such claims may be brought by the renting individual/organization, or by any third party.
- The renting party shall be responsible for compliance with all State laws and regulations, including those governing special events and the use of stages.
- The renting party will be responsible for contacting the Indiana Department of Homeland Security to see if your event requires an Amusement and Entertainment Permit, an inspection, and for all fees associated with these permits and inspections. The Department of Homeland Security can be reached at (317)232-2222 or online at <https://www.in.gov/dhs/2795.htm>.

**FOR OFFICIAL USE ONLY**

\*\*\*\*\*

Date Application Received: \_\_\_\_\_  
 Equipment Total: \_\_\_\_\_  
 Deposit Total: \_\_\_\_\_

Amount Received:  
 Equipment: \_\_\_\_\_  
 Deposit: \_\_\_\_\_

Date: \_\_\_\_\_  
 Date: \_\_\_\_\_

Deposit Refunded: \_\_\_\_\_

Date: \_\_\_\_\_

Initials of Staff: \_\_\_\_\_

## Mobile Stage Rental Policy

### POLICY RE:

1. The mobile stage will be made available for rent by community, business or private organizations for concerts, theatre, sporting and other special events. All renters must have an approved reservation form to rent the stage. A copy of the form is attached.
2. All reservations will be processed through Bloomington Parks and Recreation, Community Events and will be based on availability of: stage, transport staff and supervisory staff.
3. The mobile stage is only available for use within Bloomington city limits. (*Exceptions may be made for locations with a close vicinity of the city limits*) All stage set ups and locations must be approved, in advance, by the Parks and Recreation Department. Please return the attached form along with the appropriate payment, at least four weeks prior to your event.
4. The mobile stage will be transported, leveled and prepared for use by Parks and Recreation Operations personnel only and will not be moved once it is in place. The cost for transport is included in the overall cost of the stage
5. A Parks and Recreation supervisor will remain on site during the event while the stage is in operation. The fee for the site supervisor will be determined by event and staffing availability.
6. The site supervisor will monitor stage use as well as weather conditions and will have the authority to shut down the stage if conditions become adverse. Adverse conditions include winds over 20mph and use deemed inappropriate or dangerous by department staff. If the stage is closed for reasons deemed necessary by the site supervisor a refund will not be issued. Refunds will not be issued for advance cancellations made by renters in advance of event date.
7. All stage renters are required to pay, as a minimum, equivalent to fifty percent (50%) of the total rental fee as a deposit at the time of initial reservation. The deposit is refundable provided damage has not occurred to rented facility during use.
8. All rental fees must be paid in full, no less than seven (7) days prior to the date of the renter's scheduled use. If the full fee is not paid within seven (7) days prior to use, Bloomington Parks and Recreation reserves the right to charge a \$25 late fee and/or cancel the reservation.
9. Rental fees may be adjusted to reflect special staffing or equipment needs presented by the nature of the event and/or location.

10. The renting party is in charge and responsible for the conduct of all persons in attendance during the use of the stage. The renter and/or his/her organization will be held financially liable for any resulting damages to the mobile stage and/or property. Any damage charges will be based on equipment replacement and administrative costs, and may exceed the amount of the damage deposit. Renters are required to inspect the mobile stage at the time of its delivery and communicate any concerns or information about pre-existing damage to the on-site facility supervisor at that time.
11. No furnishings shall be removed from the stage. Nothing may be fixed (temporary or permanent) to the stage in any way, without prior consent from Bloomington Parks and Recreation. This includes banners, poster, signs or other materials. No tape, glue or adhesive materials may be used on stage walls, floors, ceiling or any other part of the stage. Any failure to comply with this provision may result in loss of deposit and possible additional repair charges.
12. The renting party shall provide the City with a certificate of insurance evidencing general liability insurance in the amount of \$1 million per occurrence and \$2 million aggregate. The policy shall name the City of Bloomington Parks and Recreation Department and the renter as insured parties, and the renter shall provide Parks with a certificate of insurance prior to the commencement of operations under the contract. The renter and its insurer shall notify BPRD within ten (10) days of any insurance cancellation. The individual or organization renting the show mobile agrees to release, hold harmless and indemnify the City of Bloomington, its Parks and Recreation Department, and its officers, employees, agents and assigns from any and all claims that may arise as a result of the individual/organization's use of the show mobile. This includes, but is not limited to, claims for personal injury and property damage, whether such claims may be brought by the renting individual/organization, or by any third party.
13. The Department Administrator may request the use of an approved security officer(s). The cost of the security officer(s) will be assumed by the renter/group.
14. Bloomington Parks and Recreation reserves the right to refuse any rental application.
15. Bloomington Parks and Recreation employees may not use park property or facilities for personal gain.
16. The possession of alcoholic beverages, drugs and other illegal controlled substances is strictly prohibited in any park or park facility. Pursuant to Bloomington Municipal Code 14.20.020, the discharge of a firearm is strictly prohibited within the City's jurisdiction. Amplified music, or the promotion or sale of any article is expressly prohibited without a Special Use Permit.
17. However, Pursuant to Indiana Code 35-47-11.1-2 and 3, the City is prohibited from enforcing its former policy on firearms in public parks and city facilities as of July 1, 2011. However, per Indiana Code 35-47-11.1-4(10), a person or organization who rents

space in a Parks facility may develop and implement, at its own discretion, rules of conduct or admission regarding the possession, carrying, and storage of firearms, upon which attendance at and participation in its activities is conditioned. If a person or organization who rents space in a Parks facility develops such a policy for its activities, it will be responsible for implementation and enforcement of such a policy, and it shall provide a copy of the policy to the City which shall be attached to this Agreement.

18. Renters charging a fee for their event must complete appropriate paperwork before rental is approved.
19. The renter is responsible for securing the necessary noise permit from the City of Bloomington, Department of Public Works (812-349-3411) if amplified music is played.

20. The mobile stage has two separate electrical systems. Requirements for each and the respective connections for each are listed below:

110 Outlets and Non-Theatrical Lighting

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

Theatrical Lighting:

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

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

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



## STAFF REPORT

Agenda Item: A-13  
Date: 1/18/2023

Administrator  
Review\Approval  
PM

**TO:** Board of Park Commissioners  
**FROM:** Bill Ream, Community Events Coordinator  
**DATE:** **January 24, 2023**  
**SUBJECT:** **CONTRACT FOR SERVICES WITH SKIP DALEY**

### **Recommendation**

Staff recommends the approval of the contract for services with Skip Daley. He will be coordinating all aspects of 6 trivia events held by the department this year. He will be creating all of the questions and answers for the events, will be the emcee, and provide all prizes at the events.

Account: Community Events: 201-18-186500-53990 – Amount not to exceed \$2,100.

### **Background**

This will be the fourth year for the Bloomington Trivia Championship Series. The series consists of 5 nights of trivia from March through November and an invitation only championship night in December. Skip did a great job in previous years with the trivia series and we are happy to have him help us again this year.

**RESPECTFULLY SUBMITTED,**

A handwritten signature in black ink that reads "Bill Ream". The signature is written in a cursive, flowing style.

---

Bill Ream, Community Events Coordinator



**AGREEMENT (CONTRACT) BETWEEN CITY OF BLOOMINGTON PARKS AND RECREATION DEPARTMENT  
AND  
SKIP DALEY**

This Agreement, entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 2023, by and between the City of Bloomington Department of Parks and Recreation (the "Department"), and Skip Daley ("Contractor").

**Article 1. Scope of Service** Contractor shall coordinate all aspects of six (6) trivia nights offered by the Department ("Services"). Contractor shall diligently provide the Services under this Agreement and shall complete the Services described in this Agreement in a timely manner consistent with the Standard of Care identified in Article 2. Contractor shall complete the Services required under this Agreement on or before December 31, 2023, unless the parties mutually agree to a later completion date. Completion shall mean completion of all work related to the Services. In the performance of Contractor's work, Contractor agrees to maintain such coordination with the Department as may be requested and desirable, including primary coordination with Bill Ream as the Department's Project Manager. Contractor agrees that any information or documents, including digital GIS information, supplied by the Department pursuant to Article 3, below, shall be used by Contractor for this project only, and shall not be reused or reassigned for any other purpose without the written permission of the Department.

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

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

**Article 4. Compensation** The Department shall pay Contractor for all fees and expenses in an amount not to exceed two thousand one hundred dollars (\$2,100). Contractor shall submit an invoice to the Department upon the completion of the Services described in Article 1. The invoice shall be sent to: Bill Ream, City of Bloomington, 401 N. Morton, Suite 250, Bloomington, Indiana 47404. Invoices may be sent via first class mail postage prepaid or via email. Payment will be remitted to Contractor within forty-five (45) days of receipt of invoice. Additional services not set forth in Article 1, or changes in the Services must be authorized in writing by the Department or its designated project coordinator prior to such work being performed, or expenses incurred. The Department shall not make payment for any unauthorized work or expenses.

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

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

March 3, April 28, July 7, September 22, November 2, December 8

The time limits established by this schedule shall not be exceeded, except for reasonable cause as mutually agreed by the parties.

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

The Parties understand and agree that due to the ongoing COVID-19 pandemic, there may be limitations and restrictions enacted that will affect the ability of the Parties to perform as required under this Agreement. The Parties agree that, in the event a limitation or restriction is enacted which prevents performance of the terms of the Agreement, Parks may terminate the Agreement in its sole discretion if it determines that there is no reasonable alternative means of performance under the Agreement. Parks shall notify Contractor of any such termination and the reasons therefor in writing.

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

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

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

**Article 11. Indemnification** Contractor shall defend, indemnify, and hold harmless the City of Bloomington, the Department, and the officers, agents and employees of the City and the Department from any and all claims, demands, damages, costs, expenses or other liability arising out of the Agreement or occasioned by the reckless or negligent performance of any provision thereof, including, but not limited to, any reckless or negligent act or failure to act or any misconduct on the part of the Contractor or its agents or employees, or any independent contractors directly responsible to it (collectively "Claims"). If Contractor is a design professional, architect, landscape architect, surveyor, engineer, geologist, or geotechnical / environmental consultant contracting to provide professional services, then Contractor shall not have the duty to defend against a professional liability claim or indemnify against liability other than liability for damages and losses arising out of third-party claims to the extent the damages and losses are caused by Contractor's willful misconduct or negligence.

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

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

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

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

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

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

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

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

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

Contractor understands that the City of Bloomington prohibits its employees from engaging in harassing or discrimination of any kind, including harassing or discriminating against independent contractors doing work for the City. If Contractor believes that a City employee engaged in such conduct towards Contractor and/or any of its employees, Contractor or its employees may file a complaint with the City department head in charge of the Contractor's work, and/or with the City human resources department or the Bloomington Human Rights Commission. The City takes all complaints of harassment and discrimination seriously and will take appropriate disciplinary action if it finds that any City employee engaged in such prohibited conduct.

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

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

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

**Department: City of Bloomington Parks and Recreation, Attn: Bill Ream, 401 N. Morton, Bloomington, IN 47404. Contractor: Skip Daley 1501 W. Edinburgh Rd, Bloomington, IN 47401.** Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of the Department and Contractor.

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

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

**CITY OF BLOOMINGTON**

**SKIP DALEY**

\_\_\_\_\_  
Beth Cate, Corporation Counsel

\_\_\_\_\_  
Signature

**CITY OF BLOOMINGTON PARKS AND RECREATION**

\_\_\_\_\_  
Skip Daley

\_\_\_\_\_  
Paula McDevitt, Director  
Parks and Recreation Department

\_\_\_\_\_  
Kathleen Mills, President  
Board of Park Commissioners

**EXHIBIT A**  
E-VERIFY AFFIDAVIT

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

AFFIDAVIT

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

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

\_\_\_\_\_  
Signature

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

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

Before me, a Notary Public in and for said County and State, personally appeared \_\_\_\_\_ and acknowledged the execution of the foregoing this \_\_\_\_ day of \_\_\_\_\_, 2023.

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

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

**EXHIBIT B**

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

**NON-COLLUSION AFFIDAVIT**

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

**OATH AND AFFIRMATION**

I affirm under the penalties of perjury that the foregoing facts and information are true and correct to the best of my knowledge and belief.  
Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

**Skip Daley**

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

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

Before me, a Notary Public in and for said County and State, personally appeared \_\_\_\_\_ and acknowledged the execution of the foregoing this \_\_\_\_ day of \_\_\_\_\_, 2023.

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

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



## STAFF REPORT

Agenda Item: A-14  
Date: 1/19/2023

Administrator  
Review\Approval  
PM

**TO:** Board of Park Commissioners  
**FROM:** Hsiung Marler, Switchyard Park General Manager  
**DATE:** **January 24, 2023**  
**SUBJECT:** **2023 UPDATE TO HOURLY USE PERMIT, PARK SPECIAL USE PERMIT,  
AND SWITCHYARD PARK PAVILION RENTAL AGREEMENT**

### Recommendation

Staff recommends approval of the 2023 Hourly Use Permit, Park Special Use Permit, and Switchyard Park Pavilion Rental Agreement.

Changes to these forms is to update to the approved 2023 price schedule and some formatting changes. Only one substantive changes has been made to the previous form. A section was added to notify organizer about the alcohol and firearm policy:

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

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

The 2022 Trail Use Permit has been merged into the 2023 Park Special Use Permits. The forms were virtually identical. The need for a separate Trail Use Permit was unnecessary and was a source of confusion for the public.


2023-January

The 2023 Park Special Use Permit was also updated with the new Parks and Recreation logo.

**Background**

These are standard forms the public uses for permit requests or Pavilion rentals. Each year these are updated with price schedule changes and occasionally formatting changes.

**RESPECTFULLY SUBMITTED,**

A handwritten signature in black ink, appearing to read "H Marler". The signature is written in a cursive style with a large initial "H" and a long, sweeping underline.

---

Hsiung Marler, Switchyard Park General Manager



## **Hourly Park Permit Guidelines, Application, and Agreement**

Thank you for considering the Bloomington Parks and Recreation Department (BPRD) facilities for your program. We look forward to having you use one of our parks and ask that you follow these rules to ensure your program goes smoothly and that park resources are protected. Failure to comply with these rules could result in a void of your Hourly Park permit. Best wishes for a safe and successful program!

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

### **APPLICATIONS MUST HAVE THE FOLLOWING TO BE ACCEPTED**

- |  |  |
|--|--|
| <input type="checkbox"/> Application for Rental Agreement      | <input type="checkbox"/> Program Site Plan |
| <input type="checkbox"/> \$25 Application Fee (non-refundable) | <input type="checkbox"/> Class Schedule    |

#### **Rental/Permit Fees and Certificate of Insurance:**

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

Checks should be made payable to City of Bloomington and mailed to:  
PO Box 848, Bloomington, IN 47402 or dropped off at  
401 N. Morton St. (inside City Hall)

#### **Refunds:**

BPRD will refund 50% of prepaid fees when cancellations are made at least 15 days before the event. Cancellations made fewer than seven days before the event will result in the forfeiture of the entire rental fee. Refunds will not be issued due to inclement weather.

#### **Insurance:**

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

- a. General Liability Insurance, with a minimum combined single limit of \$1,000,000 for each occurrence and \$2,000,000 in the aggregate.
- b. Automobile Liability Insurance, with a minimum combined single limit of \$1,000,000 for each person and \$1,000,000 for each accident.
- c. 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 City, and the officers, employees and agents of each shall be named as an additional insured under the General Liability, Automobile, and Worker's Compensation policies, and such policies shall stipulate that the insurance will operate as primary insurance and that no other insurance affected by the City will be called upon to contribute to a loss hereunder.

**Meeting:**

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

**B-Line Trail:**

The section of trail from Sixth Street – the east side of Rogers including the Farmers' Market Plaza, and the east side of City Hall between Sixth Street and Tenth Street is not available for use on Saturdays, April – November, between 5 a.m. and 3 p.m.

Property adjacent to the B-Line Trail is not available for placement of tables, chairs, signage, portable toilets, etc. Any group using the B-Line Trail must supply security at all intersections to assist walkers/runners/parades in safely crossing bisecting streets.

**Vehicles and Parking:**

Vehicles are not allowed on park property other than streets and parking areas. Failure to comply with this guideline will result in a loss of permit. Parking is permitted only in designated parking lots.

**Trash Removal/Recycling:**

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

**Equipment:**

Bloomington Parks and Recreation is not responsible for any equipment or items used in your program. You are responsible for scheduling security to watch over your area. Barbells, bumper plates, plate weights, and sleds are not allowed. TRX straps, rings, and resistance bands are not allowed to be hung from trees. All music devices used during the program must be battery powered.

**Child Supervision:**

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

**Safety:**

The possession of alcoholic beverages, drugs and other illegal controlled substances, fireworks, air rifles, paintball guns, bow and arrows, cross bows, swords, and pellet guns is strictly prohibited in any park or park facility. Pursuant to Bloomington Municipal Code 14.20.020, the discharge of a firearm is strictly prohibited





within the City's jurisdiction. Amplified music, or the promotion or sale of any article is expressly prohibited without a Special Use Permit.

The individual or group is totally responsible for the behavior and actions of those individuals attending their program and shall take reasonable care to ensure that its participants, spectators or employees do not bring prohibited items into the event.

**Copyright:**

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

**Noise Permits:**

It is the responsibility of the applicant to secure proper noise or parade permits from the Department of Public Works. **This includes the use of amplified and non-amplified music. Applicants can call 812-349-3411 for additional information.**

**Violations:**

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

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

**Permit Fees:**

Application Fee: \$25, non-refundable

Hourly Permit Fee: \$10/hour use of park, including set-up and breakdown, see page 1 for refund policy

**Questions?**

Bloomington Parks and Recreation Department  
parks@bloomington.in.gov  
812-349-3700

401 N. Morton St., Suite 250  
P.O. Box 848  
Bloomington, IN 47402



**HOURLY PARK PERMIT APPLICATION**

City of Bloomington Parks and Recreation Department (BPRD)  
(Please Print or Type)

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

Type of Organization: (check all that apply)

- |  |  |
|--|--|
| <ul style="list-style-type: none"> <li>€ Governmental:           <ul style="list-style-type: none"> <li>o City of Bloomington</li> <li>o Department-Affiliated</li> <li>o Monroe County</li> <li>o Other</li> </ul> </li> <li>€ Non-Profit           <ul style="list-style-type: none"> <li>o Tax ID# _____</li> </ul> </li> </ul> | <ul style="list-style-type: none"> <li>€ Non-Profit Fundraising Event           <ul style="list-style-type: none"> <li>o Tax ID# _____</li> </ul> </li> <li>€ Private: City Resident</li> <li>€ Private: Non-resident</li> <li>€ Profit Making</li> <li>€ Other</li> </ul> |
|--|--|

**Date of Application:** \_\_\_\_\_

**Location(s) of Proposed Program:** \_\_\_\_\_

**Date(s) and Times(s) of Proposed Program:**

Date	Time

**Contact Information:**

1. Organization applying for Hourly Permit:

Organization: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Telephone #: \_\_\_\_\_ Fax: \_\_\_\_\_

E-mail: \_\_\_\_\_



2. Name of organizational **contact** responsible for managing program  
(Please list the one representative that will be responsible for all communication):

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Address/Phone Number (If different than organization)

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Telephone #: \_\_\_\_\_ Fax: \_\_\_\_\_

E-mail: \_\_\_\_\_

**Program Logistics:**

3. Name of Program: \_\_\_\_\_

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

- Fitness/Health Class (such as: group exercise, small group training, personal training)
- Art/Music Class
- Sport/Coaching
- Other (please explain) \_\_\_\_\_

5. Program Description

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

6. Do you plan to bring equipment that will be used during the program?  yes  no

(a) If yes, please describe below (type, quantity, etc.).

\_\_\_\_\_  
\_\_\_\_\_

Type of Equipment	Quantity



7. Requested date(s) and time(s) for program:  
 Date, set up time, event start time, event end time, teardown time

Date	Set Up Time	Program Start Time	Program End Time	Teardown Time
For ex: Oct. 13	7:30a	8:00a	9:00a	9:30a

(a) Designated date(s) for inclement weather? (rain date)  yes  no

If yes, please list rain date(s) and time(s) below:

Date	Time

8. Total number of anticipated participants per event/class: \_\_\_\_\_

9. Will any signs, banners or flyers be hung or posted?  yes  no

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

10. Is this program open to the public?  yes  no

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

12. Will there be a charge to attend/participate?  yes  no  
If yes, please explain the type of fee and amount:

Type Fee(s): \_\_\_\_\_ Fee Amount: \_\_\_\_\_

13. Please describe how you plan to remove trash from the program site: \_\_\_\_\_

Person responsible for clean up:

Contact Name: \_\_\_\_\_ Relationship to organization: \_\_\_\_\_

Phone Number: \_\_\_\_\_

**Security/Safety:**

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

**Program Music:**

15. Do you plan to provide music for this program?  yes  no

If yes, please describe: \_\_\_\_\_

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

Type of Equipment	Quantity



17. Are there any special provisions pertaining to your event that have not been addressed on this application: \_\_\_\_\_

18. **All Programs:** A map detailing placement of program (site map) will be required for all programs. **\*A copy of your site map must be attached to this application.**

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

**Please Read Carefully :**

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

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

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**Assumption of the Risk and Waiver of Liability Relating to Coronavirus/COVID-19**

The novel coronavirus, COVID-19, has been declared a worldwide pandemic by the World Health Organization. COVID-19 is highly contagious and is believed to spread mainly from person-to-person contact. Bloomington Parks and Recreation Department has put in place preventative measures to reduce the spread of COVID-19; however, the Department cannot guarantee that you, the program participant, or your household members will not become infected with COVID-19. Further, attending the C.A.R.E.S. program could increase the risk of you, the program participant, or your household members of contracting COVID-19.



By signing this agreement, I acknowledge the contagious nature of COVID-19 and voluntarily assume the risk that I, the program participant, or other members of our household may be exposed to or infected by COVID-19 as a result of the program participant attending the program and that such exposure or infection may result in personal injury, illness, permanent disability, and death. I also acknowledge and understand that all of the risks of COVID-19 are not known. I understand that the risk of becoming exposed to or infected by COVID-19 at the program may result from the actions, omissions, or negligence of the program participant, myself, and others, including, but not limited to, Bloomington Parks and Recreations employees, volunteers, and program participants and their families. I voluntarily agree to assume all of the foregoing risks, known and unknown, and accept sole responsibility for any injury or loss to the program participant, myself, and other members of my household. On my behalf, and on behalf of the program participant, I hereby waive, release, discharge, and agree to hold harmless, indemnify, and not sue Bloomington Parks and Recreations Department, its employees, agents, officers, directors, affiliates, members, volunteers, and representatives (collectively, "Releasees"), of and from any and all claims, liabilities, actions, damages, costs or expenses of any kind arising out of or relating thereto. I understand and agree that this release includes any Claims based on the actions, omissions, or negligence of the Releasees, whether such claim arises before, during, or after participation in any Parks and Recreation program.

I have read and understand all of the foregoing terms. I agree with its terms and sign it voluntarily.

\_\_\_\_\_  
Signature of Participant

\_\_\_\_\_  
Date

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

**Due with Application:**

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

Permit Fee: \$10/hour \$ \_\_\_\_\_

Other Fee(s): \$ \_\_\_\_\_

City of Bloomington Parks and Recreation Department Hourly Park Permit Application **(PARK USE ONLY)**

Date Received: \_\_\_\_\_ Fees Charged: \_\_\_\_\_

Permit #: \_\_\_\_\_

Application Fee Deposited to: 201-18-181000-43310

Permit Hourly Fee Deposited to:

Art/Music/Cultural/Sport/Other:  201-18-189006-41020

Fitness/Wellness/Health:  201-18-181001-41020

Other Fee(s) Deposited to: \_\_\_\_\_

City of Bloomington contact person: \_\_\_\_\_

Telephone Number: \_\_\_\_\_ Fax #: \_\_\_\_\_

E-mail: \_\_\_\_\_



**2023 PARK/TRAIL SPECIAL USE EVENT PERMIT APPLICATION**

Submission Date:

Organizer Name:   
 Event Location:   
 Organization:   
 Contact Name:   
 Address:   
 Phone:   
 Email:

Event Date(s)	Setup Start	Event Start	Event End	Exit

**PERMIT APPLICATIONS MUST INCLUDE THE FOLLOWING**

- Special Use Event Permit Application
- Application Fee \$25 (non-refundable)
- Site Plan/Map
- Event Agenda/List of Activities—including all load in/load out times

**Note:**

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





## 2023 PARK/TRAIL SPECIAL USE EVENT PERMIT APPLICATION

### SITE PLAN/MAP

A map detailing placement of event and set up (site map) is required for all events. GIS maps are available on line at <http://bloomington.in.gov/maps/>. Google or other maps are acceptable. For runs/walks a route map must also be included. If organizer is requesting that any public street be partially closed/blocked off, contact the City of Bloomington Economic and Sustainable Development Department 812-349-3700.

### CERTIFICATE OF EVENT LIABILITY INSURANCE

The event organizer shall maintain comprehensive general liability insurance in the amount of Two Hundred Thousand Dollars (\$200,000) for bodily injury per person in any one occurrence and One Million Dollars (\$1,000,000) in any one occurrence for all persons in that occurrence. Property damage shall be in the amount of One Hundred Thousand Dollars (\$100,000) per occurrence. The policy shall name the City of Bloomington Parks and Recreation Department and the renter as insured parties, and the Renter shall provide Parks with a certificate of insurance at least 2 business days before the start of the event.

### IF A LETTER OF APPROVAL IS ISSUED, APPROVAL IS STILL CONTINGENT UPON SUBMITTAL OF ANY REMAINING ITEMS AT LEAST FIVE BUSINESS DAYS BEFORE THE EVENT:

- Certificate of Insurance
- Payment of Invoice
- (if applicable) Alcohol related licensure or state permits
- (if applicable) Proof of non-profit status
- Any other tasks/items specifically listed on the Letter of Approval

Type of Organization:

Governmental       Non-Profit Tax ID# required \_\_\_\_\_       Private User

Type of Event:

Concert     Cultural     Reunion     Entertainment  
 Fundraiser  Parade     Sports     Walk/ Run  
 Festival     Public Info  Other \_\_\_\_\_

1. Is this event open to the public?  Yes       No
2. Event Description: \_\_\_\_\_
3. Is there a designated date for inclement weather? (rain date)  Yes       No  
If yes, date \_\_\_\_\_



**2023 PARK/TRAIL SPECIAL USE EVENT PERMIT APPLICATION**

4. Total number of anticipated participants (i.e. volunteers, spectators, participants, etc.):  
Total: \_\_\_\_\_ Peak Attendance: \_\_\_\_\_ at time: \_\_\_\_\_

5. Requested Event Location: Park Name \_\_\_\_\_

6. Requested Facilities in Park (e.g. shelter, park, grounds, etc.) \_\_\_\_\_

7. How will this event be marketed? \_\_\_\_\_

If possible, please attach a copy of the proposed publicity plan or flyer. Please list event website if available.

**NOTE: DO NOT MARKET EVENT TO THE PUBLIC UNTIL THE PERMIT IS APPROVED BY CITY OF BLOOMINGTON PARKS AND RECREATION.**

8. Will any signs, banners or flyers be hung or posted?  Yes  No  
If yes, describe the proposed locations of the banners, etc. \_\_\_\_\_

**NOTE:** Due to city ordinances regarding signage, additional permission may be required to hang banners/signs in advance of the event. Contact the City of Bloomington Planning Department at 812-349-3423.

9. Does organizer plan to erect temporary structures such as tents, booths, tables, etc. for this event?  Yes  No

a. If yes, please describe:

Item	Size	Quantity

**NOTE:** Tents may not be staked without prior approval. All components of vendor display, including tents, umbrellas and signs, must be properly secured on all sides.

b. If contracting with a company to provide any of the above, list information below:

Company Name: \_\_\_\_\_ Contact Person: \_\_\_\_\_

Address: \_\_\_\_\_ Telephone Number: \_\_\_\_\_

10. Does the event require an Indiana Department of Homeland Security Amusement and Entertainment Permit?  Yes  No

**NOTE:** It is the organizer’s responsibility to contact the Department of Homeland Security to see if event requires an Amusement and Entertainment Permit and an inspection. The Department of Homeland Security can be reached at (317) 232-2222 or online at <https://www.in.gov/dhs/2795.htm>.



**2023 PARK/TRAIL SPECIAL USE EVENT PERMIT APPLICATION**

11. List accommodations organizer is providing for persons with special needs: (parking, transportation, accessibility) \_\_\_\_\_

12. Will donations/contributions be accepted during this event?  Yes  No  
 a. If yes, please explain how these donations will be generated or collected.

13. Will there be an admission charge to attend/participate?  Yes  No  
 a. If yes, Type of Fee(s): \_\_\_\_\_ Fee Amount: \_\_\_\_\_

14. Does organizer plan to sell, distribute or give away refreshments and/or merchandise (i.e. food, beverage, T-shirts, CD's, Art, etc.)?  Yes  No  
 a. If yes, please describe:

Type	Quantity

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

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

15. Does organizer request the sale of distribution?  Yes  No  
 a. If yes, explain: \_\_\_\_\_

**NOTE:** Alcohol sales in City-owned parks, trails, and spaces require the approval of the Board or Parks Commissioners and the Director of Parks and Recreation. Please see the "2020 Guidelines for Requesting/Approval of Alcohol Sales with an Approved Event Permit.

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

17. Is organizer providing additional portable toilets for event?  Yes  No  
 a. If yes, how many? \_\_\_\_\_ Location (show on map): \_\_\_\_\_

**NOTE:** The City of Bloomington Parks and Recreation Department requires the organizer to have 1 (one) rest room facility for every 500 participants. If number needed exceeds what



**2023 PARK/TRAIL SPECIAL USE EVENT PERMIT APPLICATION**

park has available, it will be the organization’s responsibility to acquire the necessary number. Proof of payment will be required with application.

- b. Does organizer request restrooms access at the Allison-Jukebox Community Center?  
 Yes  No

**NOTE:** There is a minimum charge of \$35/hr to open the Allison-Jukebox for restroom use. For other uses of the Alison Jukebox Community Center additional fees apply.

18. Please describe how organizer plans to remove trash from the event site:

\_\_\_\_\_

Person Responsible: \_\_\_\_\_

Contact Number: \_\_\_\_\_ Relationship to Organization: \_\_\_\_\_

**Security/Safety:**

19. What is the plan for severe weather?

\_\_\_\_\_

- 20. Is there a scheduled rain date or location?  Yes  No

a. If yes, please list: \_\_\_\_\_

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

Contact Person: \_\_\_\_\_ Contact Phone Number: \_\_\_\_\_

In the event of an emergency at the event, please notify Bloomington Parks and Recreation 812-349-3961 or [marlerh@bloomington.in.gov](mailto:marlerh@bloomington.in.gov) within 24 hours of the emergency

22. What are the plans for providing security, traffic and/or crowd control:

\_\_\_\_\_

Contact Person: \_\_\_\_\_ Contact Phone Number: \_\_\_\_\_

23. What are the parking plans? Overflow Parking?

\_\_\_\_\_

24. What are the plans for providing emergency/medical services?

\_\_\_\_\_

**Event Entertainment:**

- 25. Will there be musical entertainment at this event?  Yes  No

a. If yes, describe: \_\_\_\_\_

- 26. Will any type of sound amplifying equipment used at this event?  Yes  No

a. If yes, describe:



**2023 PARK/TRAIL SPECIAL USE EVENT PERMIT APPLICATION**

Type	Quantity

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

Contact Person: \_\_\_\_\_

Company Name: \_\_\_\_\_ Contact Phone Number: \_\_\_\_\_

**NOTE:** The organizer must comply with all City of Bloomington’s Ordinances regarding acceptable noise levels. (Please refer to the City’s Noise Ordinance, Title 14, Chapter 14.09 of the City of Bloomington Municipal Code.) It is the event organizer’s responsibility to be in compliance with all federal and state copyright laws.

27. Are there other types of entertainment at this event?  Yes  No

a. If yes, describe: \_\_\_\_\_

28. Events with animals require additional considerations and Animal Control approval. Is organizer planning to pursue permission for animals at the event?  Yes  No

29. Is organizer providing a generator as a power source?  Yes  No

30. Electrical Needs: \_\_\_\_\_

31. Does organizer plan on grilling?  Yes  No

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

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

a. If yes, please list: \_\_\_\_\_

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

Pursuant to Indiana Code 35-47-11.1-2 and 3, the City is prohibited from enforcing its former policy on firearms in public parks and city facilities as of July 1, 2011. However, per Indiana Code 35-47-11.1-4(10), a person or organization who rents space in a Parks facility may develop



## **2023 PARK/TRAIL SPECIAL USE EVENT PERMIT APPLICATION**

and implement, at its own discretion, rules of conduct or admission regarding the possession, carrying, and storage of firearms, upon which attendance at and participation in its activities is conditioned. If a person or organization who rents space in a Parks facility develops such a policy for its activities, it will be responsible for implementation and enforcement of such a policy, and it shall provide a copy of the policy to the City which shall be attached to this Agreement as Exhibit \_\_\_\_ .

The Parties understand and agree that due to the ongoing COVID-19 pandemic, there may be limitations and restrictions enacted that will affect the ability of the Parties to perform as required under this Agreement. The Parties agree that, in the event a limitation or restriction is enacted which prevents performance of the terms of the Agreement, Parks may terminate the Agreement in its sole discretion if it determines that there is no reasonable alternative means of performance under the Agreement. Parks shall notify [Contractor/Partner/Agency] of any such termination and the reasons therefor in writing.

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

### **Please Read Carefully:**

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



**2023 PARK/TRAIL SPECIAL USE EVENT PERMIT APPLICATION**

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

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

---

Signature

Date



**2023 PARK/TRAIL SPECIAL USE EVENT PERMIT APPLICATION**

**Due with Application**

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

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

**Fees, Charges and Deposits Schedule:**

Permit Fee: \$150/day \$ \_\_\_\_\_

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

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

Set-up Fee: 50% of base event day rent per day \$ \_\_\_\_\_  
This fee will be charged for any set up that is done prior to the day of  
the event.

Tear-down Fee: 50% of base event day rent per day \$ \_\_\_\_\_  
This fee will be charged for any equipment, rental or personal, left on  
park property. (Incl. Sundays)

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

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

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

**PARK USE ONLY**  
**Date Received:** \_\_\_\_\_ **Fees Charged:** \_\_\_\_\_  
**Partnership:** \_\_\_\_\_ **Parks Event:** \_\_\_\_\_ **Permit #:** \_\_\_\_\_  
**Scheduled for Special Use Meeting Date:** \_\_\_\_\_ **Approved:** \_\_\_\_\_





SWITCHYARD PARK  
BLOOMINGTON INDIANA

2023 PAVILION INDOOR EVENT SPACE RENTAL APPLICATION

Name of Renter (Organization or Individual): \_\_\_\_\_

Event Name: \_\_\_\_\_

Date	Setup Start	Event Start	Event End	Tear Down/Exit

Contact Person: \_\_\_\_\_

Email: \_\_\_\_\_ Cell Phone: \_\_\_\_\_

Street Address, City, State, Zip: \_\_\_\_\_

Type of event (wedding, expo, awards luncheon, etc.): \_\_\_\_\_

Is this event public or private? \_\_\_\_\_ Estimated Attendance: \_\_\_\_\_

Will there be food consumed at event? \_\_\_\_\_ Food to be provided by: \_\_\_\_\_

Will there be alcohol at event? \_\_\_\_\_ Security Contact: \_\_\_\_\_

\* See FAQ and Alcohol Section of Terms and Conditions. Beer and wine ONLY allowed. Caterer's License to serve alcohol or State of Indiana Temporary Alcohol Permit required. Alcohol requires renter to provide security on site.

**TIMELINE**

Due at time of reservation request

- Completed Pavilion Rental Application
- Deposit of \$260 per day for a weekday event or \$480 per day for a weekend event.

Due two weeks before event

- Balance of payment
- Floor plan
- Certification of Insurance (if applicable)
- Caterer's Alcohol License or State of Indiana Alcohol Permit (if applicable)
- Security Name and Contact Information (if applicable)

Comments: \_\_\_\_\_

**FEE SCHEDULE WORKSHEET**

Please fill in as completely as possible.

Base Rental Rates	Rate		Total # of Hours		Subtotal
Pavilion Weekday Rate	\$65 per hour	x		=	
Pavilion Weekend Rate	\$80 per hour	x		=	
Patio-Outdoor Attached	\$100 per day	x		=	
Pavilion Lawn	\$120 per day	x		=	

\* There is a 4 hour minimum per day for weekday events. There is a 6 hour minimum per day for weekend events.

\* Weekend rates include Friday, Saturday, Sunday, and major Holidays.

General Setup		Added Cost	Subtotal
<input type="checkbox"/> yes <input type="checkbox"/> no	Requesting refrigerator/warmer		No charge
<input type="checkbox"/> yes <input type="checkbox"/> no	Requesting podium		No charge
<input type="checkbox"/> yes <input type="checkbox"/> no	Requesting portable bar		No charge
<input type="checkbox"/> yes <input type="checkbox"/> no	Requesting microphone(s)		No charge
<input type="checkbox"/> yes <input type="checkbox"/> no	Requesting access to Air Media to play music from mobile device over speakers*		No charge
<input type="checkbox"/> yes <input type="checkbox"/> no	Requesting projector/screen	\$50	
<input type="checkbox"/> yes <input type="checkbox"/> no	If requesting projector/screen, does sound from laptop need to play over speakers?		No charge
<input type="checkbox"/> yes <input type="checkbox"/> no	Requesting pipe and drape	\$100	
<input type="checkbox"/> yes <input type="checkbox"/> no	Requesting riser stage	\$100	
<input type="checkbox"/> yes <input type="checkbox"/> no	Requesting Food Truck(s) on site	\$25/\$35 per truck/per day	

\*For most music needs it is recommended renter provide a sound amplification system.

\*Food Truck Rate is \$25 non-profit organization rate or \$35 standard rate per truck per day.

Alcohol		Added Cost	Subtotal
<input type="checkbox"/> yes <input type="checkbox"/> no	Will you be consuming alcohol in the Pavilion	\$50/day	
<input type="checkbox"/> yes <input type="checkbox"/> no	Will you be consuming alcohol on the Patio	\$100/day	
<input type="checkbox"/> yes <input type="checkbox"/> no	Closed Container Sales in Pavilion	\$50/day	
<input type="checkbox"/> yes <input type="checkbox"/> no	Commercial Sales for Consumption	10% of gross sales or \$200 (whichever larger)	

\*See FAQ and Alcohol Section of Terms and Conditions. Beer and wine ONLY allowed. Caterer's License to serve alcohol or State of Indiana Temporary Alcohol Permit required. Alcohol requires renter to provide security on site.

			<b>TOTAL</b>
			_____

## **TERMS AND CONDITIONS**

The City of Bloomington Parks and Recreation and the Renter agree to the following terms and conditions:

1. Availability
  - a. Switchyard Park Pavilion available hours are 9:00am to 10:00pm.
  - b. Reservation priority will be given to Parks and Recreation programs and events.
  - c. Switchyard Park Pavilion may be rented by responsible groups and individuals when available.
  - d. Parks reserves the right to deny any reservation made less than 14 days in advance.
  - e. Parks reserves the right to deny any request to expand the scope or duration of the reservation if such request is made less than 72 hours prior to the start of event.
  - f. Parks reserves the right to deny an application for the use of facility when such use is not in the best interest of the City of Bloomington.
  - g. Parks reserves the right to cancel reservation at any time if the cancellation is in the best interest of the City. In the event that Parks cancels an event for this reason, all rental fees will be refunded.
2. Rental Fees
  - a. See current pricing schedule.
  - b. A damage deposit is required for all rentals.
  - c. Renter is aware they are responsible for any damage to the facility caused by them or their guests.
  - d. Full Payment in due at least 14 days prior to the event.
  - e. Payment may be made by credit card or check (made out to: City of Bloomington Parks and Recreation).
3. Cancellation Policy
  - a. If the Renter cancels any or all part of a reservation less than one week prior to the event, Renter shall not be entitled to any refund.
  - b. If the Renter cancels all or any part of a reservation more than one week before the event, but less than three weeks before the event, Renter shall be entitled to a refund of one-half the fees for the cancelled reservation.
  - c. If the Renter cancels all or any part of a reservation three weeks or more prior to the event, Renter shall be entitled to a full refund of all fees for the cancelled reservation.
4. Services provided by Parks and Recreation
  - a. Parks will provide a Facility Supervisor during rental.
  - b. Parks will set up tables and chairs in advance of event.
  - c. Rental includes use of catering kitchen, bathrooms, 12'x16' riser stage.
  - d. Garage doors may be opened if weather accommodates. Doors to be operated by Facility Supervisor.
  - e. Use of projector(s) and screen(s) if applicable.
5. Renter to Provide
  - a. Renter will provide any table cloths, table settings, chair covers, etc.
  - b. Renter will provide sound system if necessary for event.
  - c. If Renter uses Kitchen, renter will clean kitchen
  - d. Renter will provide all other services and items necessary for event.
6. Admission Fees
  - a. If the Renter intends to charge admission fees to the facility, Parks (by its Recreation Division Director) must approve such fees in writing prior to the day of the event.
7. Food
  - a. Parks does not provide food service. Organizers may bring food or use outside vendors.
  - b. When an event has food all tables must be covered with a table cloth/linen.
8. Alcohol
  - a. Alcohol refers to beer and wine only. No other types of alcohol allowed. Infractions may be result in event being terminated.
  - b. Parks requires on-site Security, provided by organizer, for any event having alcohol.
  - c. Alcohol sales in City-owned parks, trails, and spaces require the approval of Board of Park Commissioners and Director of Parks and Recreation. Please see the "[2019 Guidelines for Requesting/Approval of Alcohol Sales with an Approved Event Permit](#)".
    - i. Events at the Pavilion may serve alcohol inside the Pavilion for an additional \$50 fee. Renter must provide Parks with a copy of appropriate Alcohol Permit. Security is required. All provisions of the Alcohol Permit must be followed.
    - ii. Events at the Pavilion may sell closed container alcohol with no consumption on site for an additional \$50 fee. Renter must provide Parks with a copy of appropriate Alcohol Permit. All provisions of the Alcohol Permit must be followed.
    - iii. Events at the Pavilion may sell alcohol for consumption for an additional fee of \$200 or 10% of gross sales, whichever is greater. Renter must provide Parks with a copy of appropriate Alcohol Permit. All provisions of the Alcohol Permit must be followed.
    - iv. Events at the Pavilion may serve alcohol outside in the Patio for an additional fee. Renter must provide Parks with a copy of appropriate Alcohol Permit. Security is required. All provisions of the Alcohol Permit must be followed.
    - v. Events at the Pavilion may not sell alcohol, either open or closed container, in Patio area.
  - d. Consumption of alcoholic beverages without the appropriate fee and Alcohol Permit is strictly prohibited on public property. Persons observed consuming alcohol in such cases are subject to arrest.
9. Smoking
  - a. Municipal Code sections 6.12.020 prohibit smoking inside City of Bloomington facilities on City of Bloomington Property. Smoking is not allowed outside a City of Bloomington facility within 30 feet of doors, windows, or ventilation system. Vaping is included in all smoking prohibitions.  
\*The Patio would be included in areas prohibiting smoking.

10. Rules and Regulations
  - a. The Renter is responsible for ensuring that all Parks rules and regulations are observed by guests and others using the rented facility.
  - b. Of specific mention, the possession of drugs and other illegal controlled substances, fireworks, air rifles, paintball guns, bow and arrows, cross bows, and pellet guns is strictly prohibited in any park or park facility. In addition, pursuant to Bloomington Municipal Code 14.20.020, the discharge of a firearm is strictly prohibited within the City's jurisdiction. Amplified music, or the promotion or sale of any article, is expressly prohibited without a Special Use Permit.
  - c. Violation of facility rules and regulations may be grounds for termination of the rental agreement. In the event of termination for this reason, no refunds will be given.
11. Insurance (if applicable)
  - a. The Renter shall maintain comprehensive general liability insurance in the amount of Two Hundred Thousand Dollars (\$200,000) for bodily injury per person in any one occurrence and One Million Dollars (\$1,000,000) in any one occurrence for all persons in that occurrence. Property damage shall be in the amount of One Hundred Thousand Dollars (\$100,000) per occurrence. The policy shall name the City of Bloomington Parks and Recreation Department and the renter as insured parties, and the Renter shall provide Parks with a certificate of insurance at least two weeks before the start of the event.
12. Condition of Facility
  - a. The Renter is responsible for ensuring that the rented facilities are clean and in good repair at the end of the rental period. In the event that Parks must take steps to clean or repair the facilities, the Renter will be charged accordingly. If the kitchen area is used it must be cleaned.
13. Liability
  - a. The Renter agrees to release, hold harmless, and indemnify the City of Bloomington, the Parks and Recreation Department, and its officers, employees, agents and assigns from any and all claims which may arise from the use of the facility during the rental period. This release includes claims for personal injury, property damage, and/or any other type of claim or cause of action which might be brought by the Renter or by any third party.
  - b. The Renter agrees to assume financial responsibility for the repair or replacement of any facility equipment or fixture which is damaged through the negligence of the Renter or participants or spectators at the Renter's event. The decision to repair or replace equipment shall be at the election of Parks.

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

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

*The Parties understand and agree that due to the ongoing COVID-19 pandemic, there may be limitations and restrictions enacted that will affect the ability of the Parties to perform as required under this Agreement. The Parties agree that, in the event a limitation or restriction is enacted which prevents performance of the terms of the Agreement, Parks may terminate the Agreement in its sole discretion if it determines that there is no reasonable alternative means of performance under the Agreement. Parks shall notify [Contractor/Partner/Agency] of any such termination and the reasons therefor in writing.*

**SIGNATURES**

By signing and submitting this application, the Renter agrees to abide by the rules and regulations of the Department of Parks and Recreation including, but not limited to, the conditions as stated in this Agreement.

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

---

Signature of Renter

---

Date

---

Signature of Switchyard Park General Manager or Designee

---

Date

## **FREQUENTLY ASKED QUESTIONS**

Q: What size are the tables?

A: Round Tables are 60", Rectangle tables are 30"x72", and High Top (aka Cocktail Tables) are 24". Standard seating for the rounds is normally 8 people. Tables are not for "craft" use. Renters would have to provide their own tables for "craft" uses. All renter tables and chairs must have rubber feet, cardboard, or carpet.

Q: What are renters responsible for at the end of event?

A: Anything that is brought in for the event must leave the building or be placed in a trash receptacle. If the kitchen was used the renter (or caterer) must clean the kitchen.

Q: How big is the Pavilion?

A: The building is 11,000 sq. ft. total. The event space is over 7,000 sq. ft.

A: Max occupancy is listed at 442 seated and 600 standing. We recommend events using round table seating cap at 280 guests.

Q: What hours is the Pavilion available for use?

A: The Pavilion is generally available 9am-10pm (event end). For special situations an earlier time can be worked out.

Q: Can we have confetti or glitter?

A: **NO. Use of confetti, confetti balloons, glitter, etc will result in loss of Damage Deposit.**

Q: Can we put down tape on the floor to mark vendors' areas?

A: **NO. Because of the radiant flooring and sealant the adhesive will melt and create a mess.**

Q: Are table and chairs provided?

A: Yes. Banquet tables and chairs are available at no charge. Parks staff will set up tables and chairs for events. Banquet tables and chairs are for indoors only.

A: Yes. Inside the Patio (up to four) 'café' tables and chairs are available at no charge to reservations. Parks staff will set up tables and chairs for events. Parks does not provide any other tables and chairs outside. Renter may bring additional table and chairs for the Patio.

Q: Is any space outside the garage doors available?

A: Yes. Additional fee required. An area can be cordoned off to create an attached Patio from the building 24' towards the tree line. Width of the patio can be either one, two, or three garage door (20', 40', 60') widths

Q: Is there a stage for inside?

A: Yes. Additional fee required. The 'riser' stage is made up of six 4'x8' sections. Stage can be configured as desired.

Q: Are there microphones available?

A: Yes. There are two cordless handheld microphones and one lavalier microphone available at no charge.

Q: Is there a projector and screen available?

A: Yes. Additional fee required. Screen is 12' wide by 9' tall. Projector and screen will affect floor plan. Please discuss in advance. Renter will need to bring a laptop with a HDMI port. Apple laptops do not work with system.

Q: Is there WIFI in the Pavilion?

A: There is free public WIFI in the Pavilion and the majority of the park.

Q: Is there a kitchen?

A: Yes. The Pavilion has a Caterer's Kitchen. No oven or stove. There is a commercial warmer, a commercial double-door refrigerator, a three compartment sink, and a handwashing sink. The kitchen has a pass through shutter door to the event space. Note: if the shutter is opened renter must provide some sort of covering for the limestone shelf.

Q: Does the Pavilion offer or recommend catering?

A: No. The Pavilion does not offer catering nor do we have preferred caterers.

Q: Can we use Food Trucks for our event?

A: Yes. Additional fee required. Food trucks would park in a designated area in the parking lot. Food trucks must be discussed in advance. We do recommend against using food trucks for most events.

Q: Can we have alcohol at our event?

A: Yes. See Price Schedule/Worksheet or Terms and Conditions. **Only beer and wine are allowed.** Any alcohol being consumed outside designated areas will result in loss of Damage Deposit. A copy of the Caterer's Alcohol License or the State of Indiana Alcohol Permit is required. Renter must provide security.

Q: What does security mean?

A: You can hire a security company. That person cannot be someone who is a guest at the event; security must be their only function. They are there to help enforce that no one underage gets served, no one gets overserved, no one drives home impaired, only beer and wine is available, alcohol does not leave designated areas, etc.

Q: What else is included?

A: There is a portable bar and a podium available at no charge to reservations.

Q: What can we do for music?

A: We recommend renters provide their own sound system for music. Special requests for background music to be played through pendant speakers using blue tooth can be requested.

Q: What is not included?

A: Not included is linens, tableware, glassware, sound system, or any type of accent lighting. Note: any event with food is required to have linens/table cloths for all tables (high top/cocktail tables are exempt). If the Kitchen Pass-Through is used a linen/table cloth is required to cover the limestone ledge.

Q: Are there electrical outlets available in the pavilion?

A: There are four 110-electrical outlets available at each beam between the garage doors, at spots down the middle of the floor, and at the front of the room.

Q: How many parking spaces are there?

A: Rogers has 128, Rogers Overflow has 91, Grimes has 114, and Walnut has 43 parking spaces.

Q: Will there be anyone onsite during the event?

A: There will be an event supervisor present during the event.

Q: How tall is the limestone wall inside the Pavilion?

A: The wall is 12 feet high.

Q: Are candles allowed?

A: No, open flames are not allowed (other than sterno cans for catering). Electric candles are allowed.

Q: Are crafts allowed?

A: Can be discussed. Tables and floors would have to be covered. No paint, no glitter, no confetti.

Q: Can we put up decorations inside the Pavilion?

A: Free standing signage or the use of suction cups to hold signage is allowed inside the Pavilion the day of the event. No tape, nails, screws, etc. is allowed to hang signage. No tape is allowed on the floor.

Q: Can we put up marketing or directional signage up outside the Pavilion?

A: Yes, only on the day of the event. Signage must be: free standing signage (such as a sandwich board), yard signs, or 'feather' signage. Confirm location of signage in advance.

Q: Are pop-up tents allowed inside Pavilion?

A: Yes. However per Fire code they should be placed underneath sprinkler heads. All pop-up tents (and any tables the renter brings) are required to have a rubber 'foot', cardboard, or fabric material underneath to prevent metal from scratching the floor.

Q: Are animals allowed inside the Pavilion?

A: Service animals are always welcome. Arraignments for any other animals must be approved in advance by Parks.

Q: Can we have rent the lawn in front of the Pavilion for a wedding ceremony?

A: Yes. Additional fee required. There are a couple challenges. Please discuss in advance.



## STAFF REPORT

Agenda Item: A-15  
Date: 1/18/2023

Administrator  
Review\Approval  
PM

**TO:** Board of Park Commissioners  
**FROM:** Mark Marotz, Operations Superintendent  
**DATE:** January 24, 2023  
**SUBJECT:** OSCAR'S ROOFING ADDENDUM FOR ROGERS FAMILY PARK.

### Recommendation

Staff recommends approval of Oscar's Roofing addendum for the barn siding and roofing project at Goat Farm Park (soon to be Rogers Family Park) for total of \$4,695.00. This will be funded from 200-18-189000-53990.

### Background

During the roofing and siding project additional work was identified that was not part of the original quote. Some of these items were discovered when the old siding and roof were removed.

- 15 pieces of rotten 1x10x12 that needed to be replaced: \$1,020.00
- remove & dispose of 5 windows: \$375.00
- removal of 1 door on south side: \$250.00
- removal of 1 door on west side: \$250.00
- repair of rotten wall on west side: \$800.00
- Extra aluminum install: \$2,000.00

**RESPECTFULLY SUBMITTED,**

A handwritten signature in black ink, appearing to read "Mark Marotz". The signature is fluid and cursive, with a long horizontal flourish extending to the right.

Mark Marotz, Operations Superintendent

**AGREEMENT BETWEEN CITY OF BLOOMINGTON PARKS AND RECREATION DEPARTMENT  
AND  
OSCAR CONTRACTING, INC. for GOAT FARM BARN REPAIRS**

This Agreement, entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 2023, by and between the City of Bloomington Department of Parks and Recreation (the "Department"), and Oscar's Contracting, Inc. ("Contractor").

**Article 1. Scope of Services** Contractor shall provide repairs to the roof of the barn located at Roger's Family Park, otherwise known as the "Goat Farm" ("Services"). Contractor shall diligently provide the Services under this Agreement and shall complete the Services described in this Agreement in a timely manner consistent with the Standard of Care identified in Article 2. Contractor shall complete the Services required under this Agreement on or before December 31, 2023 unless the parties mutually agree to a later completion date. Completion shall mean completion of all work related to the Services. In the performance of Contractor's work, Contractor agrees to maintain such coordination with the Department as may be requested and desirable, including primary coordination with Mark Marotz as the Department's Project Manager. Contractor agrees that any information or documents, including digital GIS information, supplied by the Department pursuant to Article 3, below, shall be used by Contractor for this project only, and shall not be reused or reassigned for any other purpose without the written permission of the Department.

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

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

**Article 4. Compensation** The Department shall pay Contractor for all fees and expenses in an amount not to exceed Four Thousand Six Hundred and Ninety-Five Dollars (\$4,695). Contractor shall submit an invoice to the Department upon the completion of the Services described in Article 1. The invoice shall be sent to: Mark Marotz, City of Bloomington, 401 N. Morton, Suite 250, Bloomington, Indiana 47404. Invoices may be sent via first class mail postage prepaid or via email. Payment will be remitted to Contractor within forty-five (45) days of receipt of invoice. Additional services not set forth in Article 1, or changes in the Services must be authorized in writing by the Department or its designated project coordinator prior to such work being performed, or expenses incurred. The Department shall not make payment for any unauthorized work or expenses.

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

**Article 6. Schedule** Contractor shall perform the Services no later than December 31, 2023.

The time limits established by this schedule shall not be exceeded, except for reasonable cause as mutually agreed by the parties.

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

The Parties understand and agree that due to the ongoing COVID-19 pandemic, there may be limitations and restrictions enacted that will affect the ability of the Parties to perform as required under this Agreement. The Parties agree that, in the event a limitation or restriction is enacted which prevents performance of the terms of the Agreement, Parks may terminate the Agreement in its sole discretion if it determines that there is no reasonable alternative means of performance under the Agreement. Parks shall notify Contractor of any such termination and the reasons therefor in writing.

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

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

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

**Article 11. Indemnification** Contractor shall defend, indemnify, and hold harmless the City of Bloomington, the Department, and the officers, agents and employees of the City and the Department from any and all claims, demands, damages, costs, expenses or other liability arising out of the Agreement or occasioned by the reckless or negligent performance of any provision thereof, including, but not limited to, any reckless or negligent act or failure to act or any misconduct on the part of the Contractor or its agents or employees, or any independent contractors directly responsible to it (collectively "Claims"). If Contractor is a design professional, architect, landscape architect, surveyor, engineer, geologist, or geotechnical / environmental consultant contracting to provide professional services, then Contractor shall not have the duty to defend against a professional liability claim or indemnify against liability other than liability for damages and losses arising out of third-party claims to the extent the damages and losses are caused by Contractor's willful misconduct or negligence.

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



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

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

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

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

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

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

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

**Article 19. Non-Discrimination** Contractor shall comply with City of Bloomington Ordinance 2.21.020 and all other federal, state and local laws and regulations governing non-discrimination in all regards, including, but not limited to, employment. Contractor understands that the City of Bloomington prohibits its employees from engaging in harassing or discrimination of any kind, including harassing or discriminating against independent contractors doing work for the City. If Contractor believes that a City employee engaged in such conduct towards Contractor and/or any of its employees, Contractor or its employees may file a complaint with the City department head in charge of the Contractor's work, and/or with the City human resources department or the Bloomington Human Rights Commission. The City takes all complaints of harassment and discrimination seriously and will take appropriate disciplinary action if it finds that any City employee engaged in such prohibited conduct.

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

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

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

**Department:** City of Bloomington, Attn: Mark Marotz, 401 N. Morton, Bloomington, IN 47402. **Contractor:** Oscar's Contracting, Inc. Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of the Department and Contractor.

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

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

**CITY OF BLOOMINGTON**

**Oscar's Contracting, Inc.**

\_\_\_\_\_  
Beth Cate, Corporation Counsel

\_\_\_\_\_  
Name of Signatory, Title

**CITY OF BLOOMINGTON PARKS AND RECREATION**

\_\_\_\_\_  
Date

\_\_\_\_\_  
Paula McDevitt, Director  
Parks and Recreation Department

\_\_\_\_\_  
Kathleen Mills, President  
Board of Park Commissioners



**EXHIBIT B**

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

**NON-COLLUSION AFFIDAVIT**

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

**OATH AND AFFIRMATION**

I affirm under the penalties of perjury that the foregoing facts and information are true and correct to the best of my knowledge and belief.  
Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

**Oscar's Contracting, Inc.**

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

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

Before me, a Notary Public in and for said County and State, personally appeared \_\_\_\_\_ and acknowledged the execution of the foregoing this \_\_\_\_ day of \_\_\_\_\_, 2022.

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

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

**AGREEMENT BETWEEN  
CITY OF BLOOMINGTON PARKS AND RECREATION DEPARTMENT  
AND OSCAR'S CONTRACTING, INC.  
FOR GOAT FARM BARN REPAIRS**

This Agreement, entered into on this 16<sup>th</sup> day of August, 2022, by and between the City of Bloomington Department of Parks and Recreation (the "Department"), and Oscar's Contracting, Inc. ("Contractor"),

**WITNESSETH:**

WHEREAS, the Department wishes to make roof, soffit, siding, and other repairs to the barn located at Goat Farm Park at 3000 E Winslow Rd in Bloomington; and

WHEREAS, the Department requires the services of a professional Contractor in order to perform these roofing and exterior building repairs (the "Services" as further defined below); and

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

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

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

**Article 1. Scope of Services**

Contractor shall provide the Services as specified in Exhibit A, "Scope of Work", attached hereto and incorporated into this Agreement. Contractor shall diligently provide the Services under this Agreement and shall complete the Services described in this Agreement in a timely manner consistent with the Standard of Care identified in Article 2. Contractor shall complete the Services required under this Agreement on or before December 31, 2022, unless the parties mutually agree to a later completion date. Completion shall mean completion of all work related to the Services.

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

**Article 2. Standard of Care**

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

**Article 3. Responsibilities of the Department**

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

**Article 4. Compensation**

The Department shall pay Contractor for all fees and expenses in an amount not to exceed one hundred ten thousand one hundred dollars (\$110,100.00). Invoices may be sent via first class mail postage prepaid or via email. Payment will be remitted to Contractor within forty-five (45) days of receipt of invoice. Contractor shall submit an invoice to the Department upon the completion of the Services described in Article 1. The invoice shall be sent to:

Mark Marotz  
City of Bloomington  
401 N. Morton, Suite 250  
Bloomington, Indiana 47404

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

**Article 5. Appropriation of Funds**

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

**Article 6. Schedule**

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

**Article 7. Termination**

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

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

The Parties understand and agree that due to the ongoing COVID-19 pandemic, there may be limitations and restrictions enacted that will affect the ability of the Parties to perform as required under this Agreement. The Parties agree that, in the event a limitation or restriction is enacted which prevents performance of the terms of the Agreement, Parks may terminate the Agreement in its sole discretion if it determines that there is no reasonable alternative means of performance under the Agreement. Parks shall notify Contractor of any such termination and the reasons therefor in writing.

**Article 8. Identity of the Contractor**

Contractor acknowledges that one of the primary reasons for its selection by the Department to perform the Services is the qualifications and experience of Contractor. Contractor thus agrees that the Services to be performed pursuant to this Agreement shall be performed by Contractor. Contractor shall not subcontract any

part of the Services without the prior written permission of the Department. The Department reserves the right to reject any of the Contractor's personnel or proposed outside professional sub-Contractors, and the Department reserves the right to request that acceptable replacement personnel be assigned to the project.

**Article 9. Opinions of Probable Cost**

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

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

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

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

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

**Article 12. Independent Contractor Status**

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

**Article 13. Indemnification**

Contractor shall defend, indemnify, and hold harmless the City of Bloomington, the Department, and the officers, agents and employees of the City and the Department from any and all claims, demands, damages, costs, expenses or other liability arising out of the Agreement or occasioned by the reckless or negligent performance of any provision thereof, including, but not limited to, any reckless or negligent act or failure to act or any misconduct on the part of the Contractor or its agents or employees, or any independent contractors directly responsible to it (collectively "Claims"). If Contractor is a design professional, architect, landscape architect, surveyor, engineer, geologist, or geotechnical / environmental consultant contracting to provide professional services, then Contractor shall not have the duty to defend against a professional liability claim or indemnify against liability other than liability for damages and losses arising out of third-party claims to the extent the damages and losses are caused by Contractor's willful misconduct or negligence.

**Article 14. Insurance**

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

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

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

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

**Article 15. Conflict of Interest**

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

**Article 16. Waiver**

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

**Article 17. Severability**

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

**Article 18. Assignment**

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

**Article 19. Third Party Rights**

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

**Article 20. Governing Law and Venue**

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

**Article 21. Non-Discrimination**

Contractor shall comply with City of Bloomington Ordinance 2.21.020 and all other federal, state and local laws and regulations governing non-discrimination in all regards, including, but not limited to, employment. Contractor understands that the City of Bloomington prohibits its employees from engaging in harassing or discrimination of any kind, including harassing or discriminating against independent contractors doing work for the City. If Contractor believes that a City employee engaged in such conduct towards Contractor and/or any of its employees, Contractor or its employees may file a complaint with the City department head in charge of the Contractor's work, and/or with the City human resources department or the Bloomington Human Rights Commission. The City takes all complaints of harassment and discrimination seriously and will take appropriate disciplinary action if it finds that any City employee engaged in such prohibited conduct.

**Article 22. Compliance with Laws**

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

**Article 23. E-Verify**

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

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

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

**Article 24. Notices**

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



Department:

Contractor:

City of Bloomington	Oscar's Contracting, Inc.
Attn: Mark Marotz	Oscar Prado
401 N. Morton, Suite 250	1818 Holbrook C.
Bloomington, Indiana 47402	Fishers, IN 46037

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

**Article 25. Intent to be Bound**

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

**Article 26. Integration and Modification**

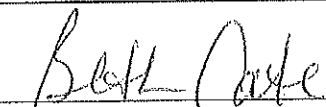
This Agreement, including all Exhibits incorporated by reference, represents the entire and integrated agreement between the Department and the Contractor. It supersedes all prior and contemporaneous communications, representations and agreements, whether oral or written, relating to the subject matter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


**Article 27. Non-Collusion**

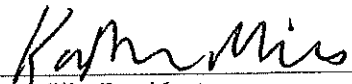
Contractor is required to certify that it has not, nor has any other member, representative, or agent of Contractor, entered into any combination, collusion, or agreement with any person relative to the price to be offered by any person nor prevented any person from making an offer nor induced anyone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

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

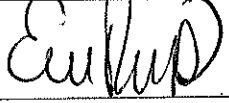
CITY OF BLOOMINGTON

  
Beth Cate, Corporation Counsel

  
Paula McDevitt, Director  
Parks and Recreation Department

  
Kathleen Mills, President,  
Board of Park Commissioners

OSCAR'S CONTRACTORS, INC.

  
Signature

  
Print Name and Title

**EXHIBIT A**

**“Scope of Work”**

The Services shall include the following:

**Bloomington Location**  
 5471 W State Rd 40 Bloomington, IN 47407  
 (317)558-1991



**Fishers Location**  
 1818 Holbrook Ct Fishers, IN 46037  
 (317)558-8605

**Customer Information**

Mark Marotz Operations Superintendent	812-327-6119 marotzm@bloomington.in.gov	7/13/22
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Locations INCLUDED in scope of work to be performed	Barn
Locations EXCLUDED in scope of work to be performed	N/A

**Roof Job Specifications**

Existing Shingles	Asphalt
Install New Shingle Style	Owens Corning Oakridge Shingles
Shingle Color	TBD
Starter Strip Type	Owens Corning Starter Strip Plus
Install Underlayment	Owens Corning Deck Defense High Performance Synthetic Roof Underlayment
Install Drip Edge	F 4.5"
Drip Edge Color	TBD
Install Ice & Water Shield Around All Penetrations & Along Valleys	Included
Install Box Vents	Included

**Furnish and install additional items**

Tear off 3 layers of old existing shingles and underlayment Prep decking for installation Clean area of debris and removal from site, dump fees are included.
---

**Materials & Labor Costs**

<b>Materials &amp; Labor Total .....</b>	<b>\$23,000.00</b>
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**Shingle Type Description**

Owens Corning Oakridge Shingles  Wind Resistance Limited Warranty 110/130-MPH Wind resistance warranty
---

**Bloomington Location**  
5471 W State Rd 46 Bloomington, IN 47407  
(812)545-1381



**Fishers Location**  
1818 Holbrook C. Fishers, IN 46037  
(317)358-8828

Algae Resistance Limited Warranty  
10 Years  
TriProtection Non-Prorated  
Limited Warranty Period

#### Other Materials Description

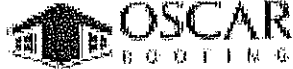
##### Owens Corning Deck Defense

- Acts as a non-absorbent, secondary water-shedding barrier
- Unique bobbin surface coating reduces the chance for tears that cause leaks, as compared to other felt underlayment
- Provides roof deck protection from UV exposure for up to 6 months\*
- Extra wide rolls cover approximately 5 times more than standard #30 felt rolls
- Preprinted nailing pattern and overlap lines help speed installation
- 30-Year Limited Warranty\*\*

##### Owens Corning Starter Strip

- Provides a machine-cut straight edge at the eave and along the rake for a clean look
- For use with any shingle that has an exposure up to 6 inches
- Continuous sealant provides exceptional bonding strength, ensuring an effective seal between the starter and the first course of shingles

Bloomington Location  
5471 W Swan Rd 4B Bloomington, IL 61707  
(312)545-1331



*Accepted • Installed • Maintained*  
*Residential & Commercial*  
www.oscarroofing.com

Fishers Location  
1818 Holbrook Ct. Fishers, IL 46037  
(317)355-8825

**Gutters & Downspouts**

Locations INCLUDED in scope of work to be performed	Gutters and Downspouts
Locations EXCLUDED in scope of work to be performed	N/A

**Job Specifications**

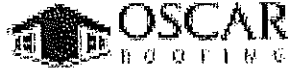
Remove all gutters and downspouts Install new gutters 6" seamless and downspouts 3"x4" Aluminum material Lightweight Install new downspout extensions where applicable (extends to 4 feet)
--

Material and Labor Cost Total	\$2,600.00
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**Additional Information**

Clean up job site, dump fees are included.
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**Bloomington Location**  
 5471 W State Rd 48 Bloomington, IN 47407  
 (317)545-1341



*A Division of Oscar Construction*  
 Residential & Commercial

[www.oscarroofing.com](http://www.oscarroofing.com)

**Fishers Location**  
 1828 Holbrook Ct. Fishers, IN 46037  
 (317)455-0825

**Board-Batten 12' Siding**

Locations INCLUDED in scope of work to be performed	Bam
Locations EXCLUDED in scope of work to be performed	N/A

**Job Specifications**

Remove existing wood batten strip  
 Install new board and batten metal siding (over existing wooden siding)  
 New siding to be attached to wall via new horizontal 2x4 boards attached to existing wall  
 Windows on south side and door on east side will be covered with new siding  
 East side upper window trim will be replaced with metal-covered trim (color matching)  
 North doors and west side garage doors trim to be replaced with metal-covered trim.

<b>Material and Labor Cost Total</b>	<b>\$71,000.00</b>
--------------------------------------	--------------------

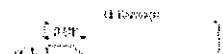
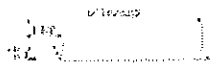
**Additional Information**

**Siding Options:**

**Apex Series-Symmetrical Rib**  
 12" coverage, 1" height, 2-3/4"



**Contempra Series**  
 12" coverage, 3/4" height, 2-3/4" width



**Both siding options have:**

- Concealed direct-fastened panel for wall applications
- Panel lengths available from 5'-0" to 30'-0" max
- Gauges: 24 ga. standard, 22 ga. Optional
- Applies over open framing or solid substrate
- Finishes: PVDF and acrylic coated galvalume
- Horizontal and vertical installation
- Common joinery allows panel profile to be mixed and matched for increased design flexibility
- High-strength clip allows for thermal and seismic movement

Bloomington Location  
5471 W State Rd 48 Bloomington, IN 47407  
(317)545-1331



Fisher Location  
1818 Holbrook Ct. Fisher, IN 46037  
(317)355-8825

**Soffit and Fascia**

Locations INCLUDED in scope of work to be performed	Damaged Sections Only
Locations EXCLUDED in scope of work to be performed	N/A

**Job Specifications**

All damaged sections of soffit to be removed and replaced with new materials  
All damaged sections of wood fascia boards and sloped roof rake boards to be removed and replaced with new materials

Material and Labor Replacement .....	\$4,500.00
Painting - Fascia & Soffit .....	\$4,000.00
<hr/>	
Total	\$8,500.00

**Material Information**

**Roy O Martin**

- Rough-sawn, textured face for rustic appearance
- Exterior grade panel for long-term exposure to weather
- Can be painted or stained in a wide range of exterior projects

**Additional Information**

We can paint the fascia and soffit replaced to match the color currently on the barn.

**Bloomington Location**  
 5471 W. State Rd 46 Bloomington, IN 47407  
 (317)358-1381



**Fishers Location**  
 1818 Holbrook Ct. Fishers, IN 46037  
 (317)358-8828

**Painting- Silo exterior, garage doors and entry door**

Locations INCLUDED in scope of work to be performed	Silo exterior, garage doors, entry doors
Locations EXCLUDED in scope of work to be performed	N/A

**Job Specifications**

Power wash silo exterior and prep for painting  
 Paint with oil based painting  
 Prep garage and entry doors for painting  
 Use semi-gloss paint for garage and entry doors

Entry and Garage Doors.....	\$1,500.00
Silo(exterior) .....	\$3,500.00
<hr/>	
<b>Total</b>	<b>\$5,000.00</b>

**Bloomington Location**  
5471 W State Rd 48 Bloomington, IN 47407  
(812)545-1381



**Fishers Location**  
1916 Holbrook Ct Fishers, IN 46037  
(317)958-8825

**Project Totals:**

Roof Installation	\$23,000.00
Gutters & Downspouts	\$2,600.00
Siding	\$71,000.00
Soffit & Fascia	\$4,500.00
Soffit & Fascia Painting	\$4,000.00
Painting (Sillow, doors)	\$5,000.00

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**TOTAL** **\$110,100.00**



**Bloomington Location**  
5471 W. State Rd 46 Bloomington, IN 47407  
(317)545-1341



**Fishers Location**  
1678 Holcomb Ct Fishers, IN 46037  
(317)358-6625

**Additional Information**

Cleanup job site and haul away debris.

Project should take at least a month to be completed. We will provide additional specifications if approved.

Estimate is valid for 60 days. After 60 days, please contact us to update your estimate to reflect current labor/material prices.

**Unforeseen costs that could occur**

We are furnishing and installing materials per our inspection guidelines and coverage as shown above, additional items not covered will incur an additional cost. Any additional cost will be discussed with the customer before the job is performed. If the customer believes any additional items should be included but are not shown above, please reach out to one of our representatives to resolve this matter before the project start date.

Customer(s) has completely read, and fully understands that any and all plywood replacement will be charged in addition to the total amount of this contract.

**Our warranty is 5 years workmanship for all installations and repairs as listed above**

We are a general contractor, fully licensed, insured & bonded  
We are an Owens Corning Preferred Contractor  
Highly Rated and Reviewed  
Operated by Oscar Contracting, Inc DBA: Oscar Roofing

CUSTOMER SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

AUTHORIZED SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_  
OSCAR ROOFING

**EXHIBIT B**

**“Project Schedule”**

All work to be completed by December 31, 2022.

EXHIBIT D

STATE OF Indiana )  
 ) SS:  
COUNTY OF Monroe )

NON-COLLUSION AFFIDAVIT

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

OATH AND AFFIRMATION

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

Dated this 08 day of 31, 2022.

Oscar's Contracting, Inc

By:

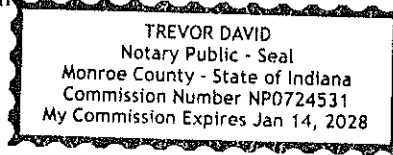
Signature

Eusebio Prado

EUSEBIO PRADO

Printed Name

STATE OF Indiana )  
 ) SS:  
COUNTY OF Monroe )



Before me, a Notary Public in and for said County and State, personally appeared Eusebio Prado and acknowledged the execution of the foregoing this 31<sup>st</sup> day of August, 2022.

Trevor David

My Commission Expires: 01/14/2028

Notary Public's Signature

Trevor David

County of Residence: Monroe

Printed Name of Notary Public

EXHIBIT C  
E-VERIFY AFFIDAVIT

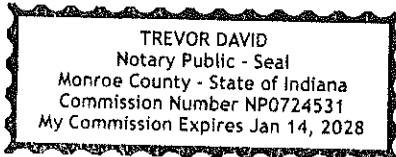
STATE OF INDIANA )  
 )SS:  
COUNTY OF Monroe )

AFFIDAVIT

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

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

Eusebio Prado  
Signature  
EUSEBIO PRADO  
Printed Name



STATE OF INDIANA )  
 )SS:  
COUNTY OF Monroe )

Before me, a Notary Public in and for said County and State, personally appeared Eusebio Prado and acknowledged the execution of the foregoing this 31<sup>st</sup> day of August, 2022.

Trevor David  
Notary Public's Signature  
My Commission Expires: 01/14/2028

Trevor David  
Printed Name of Notary Public  
County of Residence: Monroe



## STAFF REPORT

Agenda Item: A-16  
Date: 1/18/2023

Administrator  
Review\Approval  
PM

**TO:** Board of Park Commissioners  
**FROM:** Crystal Ritter, Community Events Coordinator  
**DATE:** **January 24, 2023**  
**SUBJECT:** **SHORT SERVICE CONTRACT WITH BIG BOUNCE FUN HOUSE RENTALS**

### **Recommendation**

Staff recommends the approval of the short service contract with Big Bounce Fun House Rentals for an amount not to exceed \$2,000. These rentals will be for entertainment attractions for the Adult Winter Recess event scheduled for Saturday, February 18 at Twin Lakes Recreation Center and for the Adult Field Day event that is tentatively scheduled for Friday, July 28 at Switchyard Park. Rentals will be paid out of account 201-18-186500-53990.

### **Background**

We have rented items from this company for several years and the equipment is always high quality and their staff is very conscientious regarding the safety of event attendees using the equipment. They also provide a staff member from their company to operate and run the equipment that we are renting.

**RESPECTFULLY SUBMITTED,**

A handwritten signature in black ink, appearing to be "Crystal Ritter".

---

Crystal Ritter, Community Events Coordinator

# AGREEMENT BETWEEN CITY OF BLOOMINGTON PARKS AND RECREATION DEPARTMENT AND Big Bounce Fun House Rentals

This Agreement, entered into on this \_\_\_\_ day of \_\_\_\_\_, 2023, by and between the City of Bloomington Department of Parks and Recreation (the "Department"), and Big Bounce Fun House Rentals ("Consultant"),

**Article 1. Scope of Services** Consultant shall provide the Services:

Provide rental of entertainment equipment for various events coordinated by Bloomington Parks and Recreation. Rental will include Consultant's set up and tear down of equipment and staffing to coordinate the use of equipment at the events.

Consultant shall diligently provide the Services under this Agreement and shall complete the Services described in this Agreement in a timely manner consistent with the Standard of Care identified in Article 2. Consultant shall complete the Services required under this Agreement on or before December 31, 2023, unless the parties mutually agree to a later completion date. Completion shall mean completion of all work related to the Services. In the performance of Consultant's work, Consultant agrees to maintain such coordination with the Department as may be requested and desirable, including primary coordination with Bill Ream or Crystal Ritter as the Department's Project Managers. Consultant agrees that any information or documents, including digital GIS information, supplied by the Department pursuant to Article 3, below, shall be used by Consultant for this project only, and shall not be reused or reassigned for any other purpose without the written permission of the Department.

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

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

**Article 4. Compensation** The Department shall pay Consultant for all fees and expenses in an amount not to exceed two thousand dollars (\$2,000). Consultant shall submit an invoice to the Department upon the completion of the Services described in Article 1. The invoice shall be sent to: Bill Ream, City of Bloomington, 401 N. Morton, Suite 250, Bloomington, Indiana 47404. Invoices may be sent via first class mail postage prepaid or via email. Payment will be remitted to Consultant within forty-five (45) days of receipt of invoice. Additional services not set forth in Article 1, or changes in the Services must be authorized in writing by the Department or its designated project coordinator prior to such work being performed, or expenses incurred. The Department shall not make payment for any unauthorized work or expenses.

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

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

As needed for various events.

The time limits established by this schedule shall not be exceeded, except for reasonable cause as mutually agreed by the parties.

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

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

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

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

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

**Article 12. Insurance** During the performance of any and all Services under this Agreement, Consultant shall maintain the following insurance in full force and effect: a) General Liability Insurance, with a minimum combined single limit of \$1,000,000 for each occurrence and \$2,000,000 in the aggregate; b) Automobile Liability Insurance, with a minimum combined single limit of \$1,000,000 for each person and \$1,000,000 for each

accident; c) Workers' Compensation Insurance in accordance with the statutory requirements of Title 22 of the Indiana Code; and d) Professional Liability Insurance ("Errors and Omissions Insurance") with a minimum limit of \$2,000,000 annual aggregate. All insurance policies shall be issued by an insurance company authorized to issue such insurance in the State of Indiana. The City of Bloomington, the Department, and the officers, employees and agents of each shall be named as insureds under the General Liability, Automobile, and Worker's Compensation policies, and such policies shall stipulate that the insurance will operate as primary insurance and that no other insurance of the City's will be called upon to contribute to a loss hereunder. Consultant shall provide evidence of each insurance policy to the Department prior to the commencement of work under this Agreement.

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

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

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

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

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

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

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

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

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

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

**Department:** City of Bloomington, Attn: **Bill Ream & Crystal Ritter, 401 N. Morton St. , Suite 250 Bloomington, IN 47402. Consultant: Big Bounce Fun House Rentals, Attn: Susan Lorimer, 3583 E. State Rd. 240, Greencastle, IN 46135.** Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of the Department and Consultant.

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

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

**CITY OF BLOOMINGTON**

\_\_\_\_\_  
Beth Cate, Corporation Counsel

**[BIG BOUNCE FUN HOUSE RENTALS]**

\_\_\_\_\_  
Susan Lorimer, Owner

**CITY OF BLOOMINGTON PARKS AND RECREATION**

\_\_\_\_\_  
Paula McDevitt, Director

\_\_\_\_\_  
Kathleen Mills, President, Board of Park Commissioners





**EXHIBIT B**

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

**NON-COLLUSION AFFIDAVIT**

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

**OATH AND AFFIRMATION**

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

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

Big Bounce Fun House Rentals

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

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

Before me, a Notary Public in and for said County and State, personally appeared \_\_\_\_\_ and acknowledged the execution of the foregoing this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

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

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



## STAFF REPORT

Agenda Item: B-1  
Date: 1/18/2023

Administrator  
Review\Approval  
PM

**TO:** Board of Park Commissioners  
**FROM:** Emily Buuck, Community Relations Coordinator  
**DATE:** **January 9, 2023**  
**SUBJECT:** **BRAVO AWARD – MERRILL HATLEN**

### **Recommendation**

The Bloomington Parks and Recreation Department would like to recognize Merrill Hatlen with the January Bravo Award.

### **Background**

If pictures can speak 1,000 words, then Merrill Hatlen has spoken volumes through the artistry of his photography. As a longtime volunteer photographer for the Bloomington Community Farmers' Market and A Fair of the Arts, Merrill has captured the spirit of both events and the enjoyment that our residents derive from attending them.

Staff regularly uses his photos in the Farmers' Market Customer Newsletter; his work is an extraordinary asset to us and our efforts to reach the community at large. Merrill and his wife are also often seen collecting produce from vendors for "Farms 2 Family," a support agency that directs unsold produce to food banks and shelters.

We are so grateful for Merrill's contributions to the department, which, in the words of Clarence, he always does with twinkling eyes and a whimsical smile.

**RESPECTFULLY SUBMITTED,**

A handwritten signature in black ink, appearing to read "Emily Buuck".

---

Emily Buuck, Community Relations Coordinator

2023-January

**STAFF REPORT**

Agenda Item: B-2  
Date: 1/18/2023

Administrator  
Review\Approval  
PM

**TO:** Board of Park Commissioners  
**FROM:** Julie Ramey, Community Relations Manager  
**DATE:** **January 23, 2023**  
**SUBJECT:** **PARK PARTNER AWARD**

**Recommendation**

This report is for information purposes only.

**Background**

Parks and Recreation is recognizing Fxchurch and Pastor Mathew Shockney with the Park Partner Award, presented to outstanding supporters of Parks and Recreation programs.

Fxchurch rents the Banneker Community Center every Sunday for their church services. While they are great renters, they are so much more. Members of the congregation volunteer year round, even loaning their sound equipment and tables and chairs for use by visitors to the Banneker Community Center. Fxchurch plays a huge role in the annual block party, providing the grill, staffing the block party, cooking food, and providing a bounce house and a stage and sound equipment for the talent show. They often make needed repairs around Banneker without ever saying a word. Most recently, they donated \$16,000 which paid for the new flooring on the third floor, library, and office. We look forward to the unlimited potential of working with the church in the future.

Fxchurch pastor Mathew Shockney said, "We do our best to take seriously what the prophet Jeremiah said, "Seek the welfare of the city I have deported you to. Pray to the Lord on its behalf, for when it has prosperity, you will prosper. We look forward to continuing to serve and be a blessing in 2023!"

**RESPECTFULLY SUBMITTED,**

  
Julie Ramey, Community Relations Manager

2023-January



## STAFF REPORT

Agenda Item: B-3  
Date: 1/18/2023

Administrator  
Review\Approval  
PM

**TO:** Board of Park Commissioners  
**FROM:** Tara Brooke, Community Events Specialist  
**DATE:** **January 24, 2023**  
**SUBJECT:** **STAFF INTRODUCTION – TARA BROOKE, COMMUNITY EVENTS SPECIALIST**

### **Background**

My name is Tara Brooke, and I recently joined the Parks & Recreation staff as the Community Events Specialist. Community events has been a huge part of my life in the past; I have served as President of the Lawrence County Art Association and ran monthly Gallery Exhibits as well as managed volunteers and special events and expos and I was the Merchant Director for Bedford Revitalization for several years. Through that role, I started and organized many community events for our downtown district from scratch, large and small. I worked directly with business owners, teachers, and community leaders to involve and benefit as many people as possible. I served as the producer for the Bloomington Trashion Event for 3 years.

I've been looking for the right opportunity to bring more community work like this back into my life, and this position is the perfect fit at the perfect time. I am one week in and already excited about my role here at the City of Bloomington. I currently live in Oolitic with my 14 year old son, and my adult daughter lives on her own here in Bloomington. I own a small photography business where I specialize in underwater photography, which has allowed me to travel to clients in Texas, Florida, and Alabama. As a single mother and small business owner, I greatly appreciate the flexibility, benefits, and overall environment this job is providing for me. I am excited to be working in events again, and I look forward to what my future here with the City of Bloomington holds.

**RESPECTFULLY SUBMITTED,**

A handwritten signature in black ink that reads "Tara Brooke". The signature is written in a cursive, flowing style.

---

Tara Brooke, Community Events Specialist

2023-January



## STAFF REPORT

Agenda Item: B-3  
Date: 1/18/2023

Administrator  
Review\Approval  
PM

**TO:** Board of Park Commissioners  
**FROM:** Ace Chestnut, Community Relations Specialist/Graphic Designer  
**DATE:** **January 23, 2023**  
**SUBJECT:** **STAFF INTRODUCTION**

### **Recommendation**

For information purposes only.

### **Background**

Hello everyone. My name is Ace Chestnut and I have just been hired as the City of Bloomington's Community Relations Specialist. I was raised south of Bloomington, but have always taken trips to Bloomington to enjoy the food, culture, and shopping centers. As a new resident of Bloomington, I look forward to learning about our community and how I can best aid Parks and Rec with my creative skills. I went to the Herron School of Art + Design for my collegiate career and then I moved back home to work at NSWC Crane as their graphic designer for three years. Along with art, I am a writer and gamer, both of which inspire me greatly. Art will always be my first passion and I am fueled by helping others. My second passion is my cat, Papaya, who is my designated alarm clock.

Thank you all for this opportunity and I look forward to working with all of you.

**RESPECTFULLY SUBMITTED,**

  
\_\_\_\_\_  
Ace Chestnut, Community Relations Specialist



**STAFF REPORT**

Agenda Item: C-2  
Date: 1/17/2023

Administrator  
Review\Approval  
PM

**TO:** Board of Park Commissioners  
**FROM:** Paula McDevitt, Administrator  
**DATE:** **January 24, 2023**  
**SUBJECT:** **RESOLUTION 23-01 APPROPRIATING PARKS NON-REVERTING EXPENDITURES FOR THE 2023 FISCAL YEAR**

**Recommendation**

Staff recommends the Board of Park Commissioners appropriate Parks Non-Reverting Operating Fund not otherwise appropriated for the 2023 fiscal year, as set forth in Section 1 of Resolution 23-01.

**Background**

Expenditure amounts for each Non-Reverting Fund are based on a review of 2021 actual expenses, 2022 budgeted expenses and zero base budgeting for Division Director's estimates of program activity expenses for 2023.

**RESPECTFULLY SUBMITTED,**

A handwritten signature in black ink that reads "Paula McDevitt". The signature is written in a cursive, flowing style.

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Paula McDevitt, Administrator

**RESOLUTION 23-01**

**A RESOLUTION OF THE BOARD OF PARK COMMISSIONERS  
OF THE CITY OF BLOOMINGTON SPECIFICALLY  
APPROPRIATING PARKS NON-REVERTING FUND  
EXPENDITURES NOT OTHERWISE APPROPRIATED**

**BOARD OF PARK COMMISSIONERS  
City of Bloomington, Indiana**

**WHEREAS**, funds will be made available for appropriation in the Parks Non-Reverting Operating Fund as a result of fees, charges, donations and grants monies collected; and,

**WHEREAS**, Indiana Code 36-10-5-2 allowed the creation and 36-10-4-16 authorizes the appropriation and expenditure of such funds; and,

**WHEREAS**, said funds were not appropriated as part of the annual budget of the Bloomington Board of Park Commissioners,

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Park Commissioners that:

Section I: For the expenses of said Board the following additional sums of money are hereby appropriated and ordered set apart from the fund herein named and for the purposes herein specified, subject to the laws governing same, for the Fiscal Year January 1 to December 31, 2023:

Administration	\$17,168
Health & Wellness	\$6,487
Marketing	\$5,350
Aquatics	\$76,595
Frank Southern Ice Arena	\$89,833
Golf Services	\$154,312
Natural Resources	\$46,850
Youth Services	\$166,838
Twin Lakes Recreation Center	\$1,124,990
Community Events	\$144,876
Adult Sports	\$110,333
Youth Sports	\$9,752
Benjamin Banneker Community Center	\$4,560
Operations	\$57,125
Switchyard Park	\$36,634
Urban Forestry	\$12,850
2023 Summer Food Service Grant	\$21,000
2023 MCCSC Grant	\$43,000
<b>TOTAL</b>	<b>\$2,128,553</b>

Section II: This resolution shall be in full force and effect from January 24, 2023 after its passage by the Board of Park Commissioners of the City of Bloomington.

**PASSED AND ADOPTED** at a regular meeting thereof on this 24th day of January, 2024 by the following roll call vote:

**Ayes:**

**Noes:**

**Absent:**

**, President**

**ATTEST:**

**Paula McDevitt  
Administrator**





## STAFF REPORT

Agenda Item: C-3  
Date: 1/18/2023

Administrator  
Review\Approval  
PM

**TO:** Board of Park Commissioners  
**FROM:** Rebecca Swift, Natural Resources Coordinator  
**DATE:** **January 24, 2023**  
**SUBJECT:** **REVIEW/APPROVAL OF ENVIRONMENTAL RESOURCES ADVISORY COUNCIL APPOINTMENTS**

### **Recommendation**

Staff recommends approval of Environmental Resources Advisory Council appointments Autumn Brunelle, Cathy Meyer, David Parkhurst, and Kim Brackemyre.

### **Background**

The Environmental Resources Advisory Council (ERAC) acts as an advisory board for Bloomington Parks and Recreation in all policy matters pertaining to operations of city natural areas and/or facilities. ERAC is made up of nine (9) members and one (1) ex-officio member. There are currently four positions on the advisory council up for reappointment.

Three applications were received from current members of the advisory council.

**RESPECTFULLY SUBMITTED,**

A handwritten signature in black ink, appearing to read "Rebecca Swift". The signature is written in a cursive, flowing style.

---

Rebecca Swift, Natural Resources Coordinator

# Autumn Brunelle

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**Email:** abrunelle@co.monroe.in.us

**Phone Number:** 8123492805

**Address:** 501 N. Morton St., ste. 100

**City:** Bloomington

**Zip:** 47404

**Do you live in the city limits?** No

**Occupation:** Naturalist

**How did you hear of this opening?** City Staff

**If other, please describe:**

**Please explain your interest**

---

As Naturalist for Monroe County Parks and Recreation, I find it crucial to be a part of the larger Environmental Resources conversation within the City and County area. I am passionate about conserving, protecting, and creating natural spaces for our community and I believe that my experience as a Naturalist would provide valuable input on this advisory council.

**Please describe your qualifications**

---

3 years as the Monroe County Naturalist 10+ years of climate research with internationally recognized research team B.A. in Environmental Studies from Dartmouth College Experience in invasive species control/management; endangered and threatened species conservation; old and new growth forest management; community engagement; parks and trails design/management; education and outreach

# Catherine E Meyer

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**Email:** cathygotm@gmail.com

**Phone Number:** 8128372290

**Address:** 933 S Ballantine Rd

**City:** Bloomington

**Zip:** 47401

**Do you live in the city limits?** Yes

**Occupation:** retired

**How did you hear of this opening?** City Staff

**If other, please describe:**

**Please explain your interest**

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I support our city parks and want to provide input in management of our resources. I have been on the committee for many years.

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**Please describe your qualifications**

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I retired as a naturalist from Monroe County Parks and Recreation about 3 years ago. I have degrees in biology and environmental science.

# David Parkhurst

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**Email:** parkhurs@indiana.edu

**Phone Number:** 8123332945

**Address:** 1210 S Collinswood Drive

**City:** Bloomington, IN

**Zip:** 47401

**Do you live in the city limits?** Yes

**Occupation:** Retired (IU emeritus prof)

**How did you hear of this opening?** Other

**If other, please describe:**

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I'm currently a member and that will expire soon.

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**Please explain your interest**

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I'm currently a member and that will expire soon. I represent the city's Environmental Commission on this Council. I was in the SPEA environmental faculty for 30+ years before I retired.

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**Please describe your qualifications**

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I'm currently a member and that will expire soon. I represent the city's Environmental Commission on this Council. I was in the SPEA environmental faculty for 30+ years before I retired. I have a PhD in plant ecology, and expertise in math and statistics from my undergrad degree in applied math.

# Kimberly (Kim) Brackemyre

**Email:** kimabirch@yahoo.com

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**Phone Number:** 13172247789

**Address:** 2540 E Clay Ct, Bloomington IN 47401

**City:** BLOOMINGTON

**Zip:** 47401

**Do you live in the city limits?** No

**Occupation:** Retired from Eli Lilly and Company

**How did you hear of this opening?** Other

**If other, please describe:** Email from the city.

**Please explain your interest**

---

I am recently retired from Eli Lilly and Company and recently moved to Bloomington and am building my retirement home on the south side of Bloomington. I would like to give back to my community. I have a strong interest in sustainable living, elderly care, and environmental issues. I created a no-mow lawn at my last home in Indianapolis, became a vegan a couple of years ago and make every effort to not use single use plastics. My folks are in their early 80s and I see how difficult it is to age in place. I volunteer for Habitat for Humanity as a budget partner and will start at Bell Trace Senior Center as a companion.

---

**Please describe your qualifications**

---

I have a PhD from Harvard in Molecular Pharmacology and am interested in continuing to learn and to offer my time and services to Bloomington in a way that is meaningful and beneficial. I had a 30 year career at Lilly (with 9 years off to raise my kids) and have enjoyed the diverse challenges that offered and would like to be challenged in other ways that positively impact the community of Bloomington



## STAFF REPORT

Agenda Item: C-4  
Date: 1/19/2023

Administrator  
Review\Approval  
PM

**TO:** Board of Park Commissioners  
**FROM:** Becky Higgins, Recreation Services Division Director  
**DATE:** **January 24, 2023**  
**SUBJECT:** **NAMING OF BANNEKER COMMUNITY CENTER BACKYARD GARDEN**

### **Recommendation**

Staff recommends approval of naming Banneker Community Center's backyard garden to the Benjamin Banneker Urban Farm.

### **Background**

The Banneker Community Center has served as an Indiana Summer Food Service Program site for more than 17 years, when Banneker joined the Monroe County Community School Corporation and Community Kitchen in providing sites where children out of school for the summer could go to get a free, nutrition meal. The Summer Food Service Program at Banneker had evolved over the years into a low-cost camp that offered nature and education programming, structured games, and activity clubs in addition to healthy meals.

In 2020, Bloomington Parks and Recreation Department's Banneker Community Center received a grant to develop a "Nutrition Hub," defined by the National Recreation and Park Association (NRPA) as "a trusted gathering place that provides access to affordable healthy foods and essential nutrition supports and services that reduce food insecurity, strengthen healthy foods decision making, and improve health outcomes".

The National Recreation and Park Association, in cooperation with the Walmart Foundation, awarded the Banneker Community Center an \$80,000 "Parks as Community Nutrition Hubs: Expanding Access to Healthy Food" grant in 2020.

After being delayed by COVID 19, grant funds were used to develop a community garden in the backyard as a learning site and source of healthy food for the Banneker families and children

who attended Banneker summer camp. Funds from the grant allowed for staffing, supplies, materials, and labor to develop a raised bed garden program.

The backyard garden meets the qualifications to be called an urban farm and thus the request to name the area as the Benjamin Banneker Urban Farm. The naming as such will allow Banneker to apply for funding through grants offered through the Indiana Department of Health (IDOH) and the United States Department of Agriculture (USDA). It will also allow a USDA farm number to be assigned to the site as needed for grant applications.

It is for these reasons that we request the naming of the backyard garden to now be called the Benjamin Banneker Urban Farm.

**RESPECTFULLY SUBMITTED,**

A handwritten signature in cursive script that reads "Becky Higgins".

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Becky Higgins, Recreation Services Division Director





U.S. DEPARTMENT OF AGRICULTURE

UNITED STATES DEPARTMENT OF AGRICULTURE  
**URBAN AGRICULTURE**  
PROGRAMS  
AT A GLANCE







# URBAN AGRICULTURE AND INNOVATIVE PRODUCTION

Are you farming or gardening in a city or suburb? From community gardens to indoor vertical farms, urban agriculture provides critical access to healthy food for local communities, as well as jobs, increased green spaces, and closer community ties. USDA can provide resources to start, expand, and operate your farm or garden, market what you grow, and help you recover in case of disaster.

You can meet face-to-face with our staff at your local USDA Service Center to discuss your vision, goals, and ways USDA can help. An FSA team member can help you get a farm number, the first step toward receiving USDA assistance. Even if you are farming on just .01 acres, you can get a farm number, regardless of whether your farm/garden generates income. Find your local office at [farmers.gov/service-locator](https://farmers.gov/service-locator).

To learn about our available loans, financial assistance, and free farming guidance or to sign up for our urban agriculture email list, visit [farmers.gov/urban](https://farmers.gov/urban). If you're new to farming, you can contact your beginning farmer coordinator at [farmers.gov/newfarmers](https://farmers.gov/newfarmers); some states even have urban farmer coordinators. Your local **Extension Office** can also offer local assistance and resources.

## What is Urban Ag?

Urban agriculture includes the cultivation, processing, and distribution of agricultural products in urban and suburban areas. Community gardens, rooftop farms, hydroponic, aeroponic and aquaponic facilities, and vertical production, are all examples of urban agriculture. Tribal communities and small towns may also be included.

## USDA Agencies and Offices with Urban Agriculture Programs

- Agricultural Marketing Service (AMS)
- Farm Service Agency (FSA)
- Food and Nutrition Service (FNS)
- National Institute of Food and Agriculture (NIFA)
- Natural Resource Conservation Service (NRCS)
- Office of Urban Agriculture and Innovative Production (OUAIP)
- Risk Management Agency (RMA)
- Rural Development (RD)
- (non-USDA) Environmental Protection Agency (EPA)

# FUNDING

**Producers** – Includes resources for farms and gardens run by individuals and those run by community organizations, school groups, non-profits, and other entities.

**Food System Partnerships** – Include resources for organizations and collaborative partnerships focused on food system issues.

## Financing Your Farm

PROGRAM	AGENCY	TYPE	DESCRIPTION	PRODUCERS	PARTNERS
FARM LOAN PROGRAMS	FSA	Loans	Provide access to capital, either directly from FSA or through a third-party lender. Farm Ownership loans can help you purchase and improve land and Operating Loans can be used for shorter-term expenses such as fertilizer, labor, and equipment. Microloans are particularly beneficial for the unique needs of urban farms. Farm Storage Facility Loans can be used for cold storage buildings and related equipment, refrigerator trucks, bulk tanks, and more.	❖	
URBAN AGRICULTURE AND INNOVATIVE PRODUCTION GRANTS	NRCS	Grants	Initiates or expands efforts of farmers, gardeners, citizens, government officials, schools, and others in urban areas. Funds projects that improve local food access, support farmer infrastructure, or increase production of urban farms or food forests.	❖	❖
BUSINESS AND INDUSTRY GUARANTEED LOAN PROGRAM	RD	Loans to intermediary lenders who provide guaranteed loans to individuals	Find guaranteed financing for developing land, buildings, equipment, supplies and infrastructure. Projects may be funded in either rural or urban areas under the Local and Regional Food System Initiative.	❖	





## On-Farm Guidance and Innovation

PROGRAM	AGENCY	TYPE	DESCRIPTION	PRODUCERS	PARTNERS
CONSERVATION PROGRAMS	NRCS	Financial Assistance, Free Guidance	Provides technical and financial assistance for conservation practices, including high and low tunnels, soil health management systems, composting, irrigation and pollinator and beneficial insect habitat.	❖	
CONSERVATION INNOVATION GRANTS	NRCS	Grants	Supports development of new approaches, practices, and technologies to further natural resource conservation.	❖	❖
COOPERATIVE EXTENSION	NIFA	Technical Guidance	The Cooperative Extension System (CES) a partnership between USDA, local and state governments, and the nation's land-grant university system—provides education and outreach to farmers, ranchers, hobbyists, and communities of all sizes.	❖	❖
BEGINNING FARMER DEVELOPMENT PROGRAM	NIFA	Grants for Technical Assistance	Provides grants to organizations for education, mentoring, and technical assistance initiatives for beginning farmers.	❖	❖

## Marketing and Selling Your Farm Products

PROGRAM	AGENCY	TYPE	DESCRIPTION	PRODUCERS	PARTNERS
FARMER'S MARKET PROMOTION PROGRAM	AMS	Grants	Funds projects that develop, coordinate, and expand direct producer-to-consumer markets to help increase access to and availability of locally and regionally produced agricultural products.	❖	❖
WOMEN, INFANTS, AND CHILDREN (WIC) FARMERS' MARKET NUTRITION PROGRAM AND SENIORS FARMERS MARKET NUTRITION PROGRAM	FNS	Financial Assistance	Provides coupons to WIC participants for eligible foods from state-approved farmers, farmers' markets, or roadside stands. Contact your state for eligibility and more information on how you can accept WIC as payment when selling products directly to consumers.	❖	❖
VALUE-ADDED PRODUCER GRANT PROGRAM	RD	Grants	Helps fund value-added activities related to processing and marketing new products, which increases marketing opportunities and producer income.	❖	
ORGANIC CERTIFICATION COST-SHARE PROGRAM	FSA	Financial Assistance	Reimburses up to 50% of cost of organic certification under the National Organic Program (NOP).	❖	
MARKETING ASSISTANCE LOANS	FSA	Loans	Provides producers of honey, wool, and mohair with financing to enable the delay of selling until market prices are more favorable.	❖	

## Protecting Your Farm

PROGRAM	AGENCY	TYPE	DESCRIPTION	PRODUCERS	PARTNERS
DISASTER ASSISTANCE PROGRAMS AND EMERGENCY LOANS	FSA	Loans and Financial Assistance	FSA offers a suite of programs and loans to help farmers recover from natural disasters or build resilience to future disasters.	❖	
FEDERAL CROP INSURANCE	RMA	Insurance	Manages risk from natural disasters through coverage through crop insurance policies for more than 100 crops. Whole-Farm Revenue Protection and Micro Farm are good options for urban farmers. Insurance is purchased through Approved Insurance Providers (and not USDA).	❖	

## Expanding Regional and Local Food Systems and Food Access

PROGRAM	AGENCY	TYPE	DESCRIPTION	PRODUCERS	PARTNERS
COMMUNITY FOOD PROJECTS COMPETITIVE GRANTS PROGRAM	NIFA	Grants	Funds community food projects to increase food security and self-reliance of community members over their food needs.		❖
URBAN AGRICULTURE AND INDOOR AND EMERGING TECHNOLOGY GRANTS	NIFA	Grants	Supports research, education, and extension activities to extend development of urban, indoor, and other emerging agricultural production, harvesting, transportation, aggregation, packaging, distribution and markets.		❖
FARM TO SCHOOL PROGRAM	FNS	Grants, training, technical assistance, research	Helps child nutrition program operators incorporate local foods into National School Lunch Program, Summer Food Service Program and Child and Adult Care Food Program. Training and guidance for producers seeking to sell to schools. Grants promote local food in program meals, educate children about where their food comes from, and inspire youth toward careers in agriculture.	❖	❖
REGIONAL FOOD SYSTEM PARTNERSHIPS PROGRAM	AMS	Grants	Supports public-private partnerships that plan and develop local or regional food systems including production, processing, distribution, and eventual consumer consumption.		❖
COMPOSTING AND FOOD WASTE REDUCTION COOPERATIVE AGREEMENTS	NRCS	Cooperative Agreements	Supports local and municipal governments, schools, and tribal governments/organizations with projects that develop and test strategies for municipal compost and food waste reduction plans.		❖

(continued)

<b>GUS SCHUMACHER NUTRITION INCENTIVE PROGRAM</b>	NIFA	Cooperative Agreements	Funds projects that increase the purchase of fruits and vegetables by low-income consumers.	❖
<b>LOCAL FOOD PROMOTION PROGRAM</b>	AMS	Grants	Funds projects that develop, coordinate, and expand local and regional food businesses and engage in producer-to-consumer marketing to increase access to and availability of local and regional agricultural products.	❖
<b>LOCAL FOODS, LOCAL PLACES</b>	USDA and EPA	Technical Assistance	Supports development of a community action plan that protects the environment, provides economic opportunities, and improves children's health and access to healthy local food through efforts including the creation of farmers markets, community kitchen, co-op grocery stores and community gardens.	❖

## Loans for Youth and Legal Land Issues

<b>PROGRAM</b>	<b>AGENCY</b>	<b>TYPE</b>	<b>DESCRIPTION</b>	<b>PRODUCERS</b>	<b>PARTNERS</b>
<b>YOUTH LOANS</b>	FSA	Loans	Funds projects for youth ages 10-20 that are income-producing projects and help them gain experience and education in agriculture.	❖	
<b>HIGHLY FRACTIONATED INDIAN LAND LOANS</b>	FSA	Loans	Help you gain title to inherited land, create a succession plan, or reconsolidate land ownership interest.	❖	
<b>HEIRS PROPERTY RELENDING PROGRAM</b>					



# ASSISTANCE FOR FARMS AND GARDENS WHERE URBAN AND RURAL MEET

Some farms are not in big cities or rural areas but are in areas between the two. If that describes your farm, you may be eligible for the programs above as well as the Rural Development programs below.

## Rural Development Programs

PROGRAM	AGENCY	TYPE	DESCRIPTION
ECONOMIC IMPACT INITIATIVE GRANTS	RD	Grants	Funds development of community facilities – including community gardens, food pantries, food hubs, and greenhouses - in economically-distressed communities. Cities, villages, and townships with fewer than 20,000 residents and an unemployment rate greater than 19.5% may apply.
RURAL COMMUNITY DEVELOPMENT INITIATIVE GRANTS	RD	Grants	Funds housing, community facilities (such as urban farms), and business training projects for non-profit housing and community development organizations, low-income rural communities, and federally recognized tribes.
RURAL MICROENTREPRENEUR ASSISTANCE PROGRAM	RD	Loans	This loan can be used to help start a business with 10 or fewer full-time employees.
BUSINESS AND INDUSTRY GUARANTEED LOAN PROGRAM	RD	Loans	RD can help producers locate guaranteed financing. Projects may be funded in either rural or urban areas under the Local and Regional Food System Initiative.
RURAL ENERGY FOR AMERICA PROGRAM RENEWABLE ENERGY SYSTEMS & ENERGY EFFICIENCY IMPROVEMENT GUARANTEED LOANS & GRANTS	RD	Grants	Provides guaranteed loan financing and grant funding to agricultural producers and rural small businesses for renewable energy systems or to make energy efficiency improvements. Agricultural producers may also apply for new energy efficient equipment and new system loans for agricultural production and processing.
VALUE ADDED PRODUCER GRANT PROGRAM	RD	Grants	Helps you enter into value-added activities related to the processing and marketing of new products. The goals of this program are to generate new products, create and expand marketing opportunities, and increase producer income.
RURAL BUSINESS DEVELOPMENT GRANT	RD	Grants	Supports workforce training and projects that benefit rural areas or towns outside the urbanized periphery of any city with a population of 50,000 or more.

## More Information

For more information about USDA assistance for urban farmers and the Office of Urban Agriculture and Innovative Production visit [farmers.gov/urban](https://farmers.gov/urban) and [usda.gov/urban](https://usda.gov/urban).

USDA Service Centers are locations where you can connect with Farm Service Agency, Natural Resources Conservation Service, or Rural Development employees for assistance. To find yours, visit [farmers.gov/service-center-locator](https://farmers.gov/service-center-locator).



USDA is an equal opportunity provider, employer, and lender.



## STAFF REPORT

Agenda Item: C-5  
Date: 1/19/2023

Administrator  
Review\Approval  
PM

**TO:** Board of Park Commissioners  
**FROM:** Haskell Smith, Urban Forester  
**DATE:** **January 24, 2023**  
**SUBJECT:** **PARTNERSHIP AGREEMENT WITH CANOPYBLOOMINGTON, YOUTH TREE TENDERS PROGRAM**

### **Recommendation**

Staff recommends approval of partnership agreement with CanopyBloomington for the “Youth Tree Tenders” program, where young adults learn to how to take care of trees in Switchyard Park or other mutually agreed upon areas.

**Funding Source:** 200-18-189503-53990

**Amount:** \$14,500.00

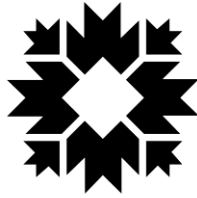
### **Background**

This past summer, four high school students participated in this program. They worked four hours, two days a week, spending a total of 191 hours on tree maintenance in Switchyard Park. They mostly worked on root collar excavation and girdling root removal, mulching, formative pruning and removal of dead, dying, and diseased branches. Watering was performed on free-standing, young landscape trees (trees in the grass and not in native landscaped beds) under 3-inch trunk diameter. Approximately 150+ trees had root collar excavation and girdling root removal performed on them and were mulched and approximately 200 trees were pruned. Students were trained by CanopyBloomington Forestry Director Hannah Gregory on mulching and root excavation, and by Simon Normile, a long-time certified arborist, for pruning.

**RESPECTFULLY SUBMITTED,**

A handwritten signature in black ink, appearing to read "Haskell Smith". The signature is fluid and cursive, written over a horizontal line.

Haskell Smith, Urban Forester



CITY OF BLOOMINGTON  
Parks and Recreation

## COOPERATION SERVICES AGREEMENT PROGRAM PARTNERSHIP

### **Partner(s):**

This agreement is made and entered into this \_\_\_\_ day of \_\_\_\_ 2023, by and between the City of Bloomington Parks and Recreation Department (“BPRD”) and, CanopyBloomington. (“CanopyBloomington”).

WHEREAS, BPRD and CanopyBloomington desire to cooperate in the provision of an urban forestry maintenance crew; and

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

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

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

### **1.0 Purpose of Agreement:**

The purpose of this Agreement is to outline a program partnership, which will provide an opportunity for CanopyBloomington Tree Tenders, a youth employment program, to work for CanopyBloomington in BPRD parks, specifically Switchyard Park (“SYP”), by combining available resources from each party to the Agreement.

### **2.0 Duration of Agreement:**

This Agreement is in effect from the date of signing until December 31, 2023 unless terminated earlier as provided under Article 7.0.

### **3.0 Bloomington Parks & Recreation:**

**3.1** The goal of BPRD is to provide well maintained park and street trees for the community to enjoy.

**3.2** BPRD agrees to:

1. Provide guidance on work needs under the direction of the Urban Forester for the individuals in CanopyBloomington’s Youth Tree Tender program (“Tree Tender Crew”).

2. To provide on-site training for the Tree Tender Crew.



3. Provide access to a green waste disposal facility for use at SYP for Tree Tender Crew.
4. Provide access to water at SYP for tree watering by the Tree Tender Crew.
5. Provide maintenance equipment and supplies necessary to maintain the designated park trees, including but not limited to: folding step stools, foldable rolling cars, 15 gallon water tote, work shirts and safety vests. CanopyBloomington will purchase these materials with the approval of the Urban Forester and invoice BPRD for reimbursement.
6. Pay CanopyBloomington invoiced amounts for labor costs of the Tree Tender employment program, and supply costs for water and mulch and associated program materials. Payment amount not to exceed fourteen thousand five hundred dollars and zero cents (\$14,500.00) for the 2023 employment season.
7. Provide a schedule of events within SYP that may restrict access to areas or limit work to be conducted.

#### **4.0 CANOPYBLOOMINGTON:**

**4.1** The goal of CanopyBloomington's Youth Tree Tenders program is to conduct an employment placement program to train and educate teenagers about the benefits of trees, the necessity of proper tree care, and provide hands on application of tree care practices.

**4.2** CanopyBloomington agrees to:

1. Conduct hiring interviews, hire, pay, and assume liability/risk coverage for Tree Tender Crews.
2. Provide crews of four to six (4 to 6) Youth Tree Tenders for maintenance of trees within Switchyard Park, with a total of 10 hours per week per Tree Tender. The time frame of employment is a 10-week period between May 1<sup>st</sup> and September 1<sup>st</sup>.
3. Conduct training, pruning, mulching, and watering for up to 394 trees within Switchyard Park.
4. Invoice Parks twice per season for labor costs, midway through the season at 5 weeks and after completion of the season at 10 weeks, at a reimbursement rate of \$15.29 to \$16.29 per hour depending on the number of positions filled and hours worked.
5. Invoice Parks twice per season for mulch and water supply costs, midway through the season at 5 weeks and after completion of the season at 10 weeks, indicating the amount of each that was used during the

corresponding invoicing period.

6. Provide or arrange for transportation for Tree Tender program participants to the work site.
7. Provide a certified arborist to train and oversee associated tree work performed by the Tree Tenders.
8. Address behavioral issues that come up at sites.
9. Complete maintenance log daily for all site work completed.
10. Communicate with designated park staff on issues, progress, and supply needs.
11. Conduct at minimum one career and/or educational activity, such as workshops for resume development, interview skills, job applications, or financial management, during the course of the season.
12. Share and allow usage of images and videos of the Tree Tender Crew for marketing purposes.
13. Coordinate work within SYP following event restrictions within SYP, such as Food Truck Fridays.

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

- 5.1 The intent of this Agreement is to document a mutually beneficial partnership between CanopyBloomington and BPRD.
- 5.2 The staff and personnel involved in this Agreement will at all times represent all parties to this Agreement in a professional manner and reflect the commitment of all parties to quality services and customer satisfaction.
- 5.3 CanopyBloomington shall maintain comprehensive general liability insurance, with a minimum combined single limit of one million dollars (\$1,000,000.00) per occurrence and two million dollars (\$2,000,000.00) in the aggregate. The policy shall name the City of Bloomington Parks and Recreation Department as an additional insured, and CanopyBloomington shall provide Parks with a certificate of insurance prior to the commencement of operations under this Agreement. CanopyBloomington and its insurer shall notify Parks within ten (10) days of any insurance cancellation.
- 5.4 The commitment of personnel, facilities, supplies and payments will be honored according to the timetable agreed upon by all partners.
- 5.5 CanopyBloomington is recognized as having the expertise and experience to hire and supervise the Tree Tender Crews safely and effectively. BPRD shall have the right to review risk management, agreement terms, and

service quality issues.

- 5.6 Municipal Code sections 6.12.020 and 14.36.090, respectively, prohibit smoking and vaping inside city facilities and the consumption of alcoholic beverages on city property.
- 5.7 Pursuant to Indiana code 35-47-11.1-2 and 3, the City is prohibited from enforcing a firearms policy in public parks and city facilities as of July 1, 2011. However, per Indiana Code 35-47-11.1-4(10), CanopyBloomington 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, and the City is hereby authorized to enforce said policy for purposes of this Agreement. If CanopyBloomington implements such a policy, it shall provide a copy of the policy to the City to be attached to this Agreement and incorporated herein by reference.
- 5.8 CanopyBloomington shall release, hold harmless, and indemnify the City of Bloomington, its Parks and Recreation Department, and its officers, employees, agents, and assigns (Releasees) from any and all claims which may arise as a result of CanopyBloomington's negligence in conducting activities under this Agreement. This includes claims for personal injury, property damage, or any other type of claim which might be brought against Releasees or CanopyBloomington, or its employees, agents or patrons, by any third party, except where such personal injury, property damage or claim is caused by the negligence of Releasee.

**6.0 Notice:**

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

<b>CanopyBloomington</b> Hannah Gregory PO Box 5591 Bloomington, IN 47407 (812) 701 - 5646	<b>BPRD</b> Haskell Smith 401 N. Morton St., Suite 250 Bloomington, IN 47404 (812) 327-5251
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- 6.2 Representatives for the day-to-day operational implementation of this Agreement are:

<b>CanopyBloomington</b> Hannah Gregory PO Box 5591 Bloomington, IN 47407 (812) 701 - 5646	<b>BPRD</b> Haskell Smith -Urban Forester (812)3275251 Hsiung Marler- Switchyard (217)898-6814
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**7.0 Termination**

This Agreement may only be terminated in writing by the mutual agreement of all partners.

7.1 The Parties understand and agree that due to the ongoing COVID-19 pandemic, there may be limitations and restrictions enacted that will affect the ability of the Parties to perform as required under this Agreement. The Parties agree that, in the event a limitation or restriction is enacted which prevents performance of the terms of the Agreement, Parks may terminate the Agreement in its sole discretion if it determines that there is no reasonable alternative means of performance under the Agreement. Parks shall notify Haskell Smith- Urban Forester (812)349 - 3716 of any such termination and the reasons therefore in writing.

**8.0 E-Verify**

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

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

**CITY OF BLOOMINGTON:**

**CANOPYBLOOMINGTON:**

\_\_\_\_\_  
Paula McDevitt, Administrator  
Bloomington Parks and Recreation

\_\_\_\_\_  
Hannah Gregory, Forestry  
Directorw

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Beth Cate  
Corporation Counsel

\_\_\_\_\_  
Date

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Kathleen Mills, President  
Board of Park Commissioners

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Date

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## STAFF REPORT

Agenda Item: C-7  
Date:

Administrator  
Review\Approval

**TO:** Board of Park Commissioners  
**FROM:** Joanna Sparks, Urban Greenspace Manager  
**DATE:** January 24, 2023  
**SUBJECT:** WETLAND MONITORING AT SWITCHYARD PARK (YEAR THREE)

### Recommendation

Staff recommends approval of this contract with Eco Logic, LLC for wetland monitoring at Switchyard Park (SYP). Funding source: 200-18-189500-53990. Amount not to exceed \$9,422.00

### Background

The construction of Switchyard Park impacted 0.77 acres of existing wetland and 0.059 acres of stream. This has been mitigated by the creation of 1.07 acres of wetland and 293 linear feet of stream enhancement (daylighting of West Branch Clear Creek). This is the area known as the “naturalized wetland and daylighted stream” northeast of the splash pad.

This project was permitted by the US Army Corp of Engineers and the Indiana Department of Environmental Management and requires a monitoring period of 3 – 5 years to ensure that the Success Criteria are met. This includes on site data collection on a semi-annual basis to review native vegetation survival and wetland indicator status, invasive species presence, soil erosion and review of the 293 lineal feet of created stream channel.

Eco Logic successfully fulfilled the requirements of the 2021 & 2022 SYP wetland monitoring contracts with the Parks Department and proposes to prepare the 2023 annual monitoring report for the SYP wetland and stream mitigation.

Vegetation success will be monitored using 4 random quadrats and 2 transects in the mitigation area. All required data will be documented as per section 3.0 of the 2018 Bloomington Switchyard Mitigation and Monitoring Plan. All data will be included in the year-end report submitted by December 31st. 2023.

The annual monitoring report shall include an inspection narrative, a description of means and methods used for evaluation, and photographs for each site visit documenting the condition of the mitigation plantings. The Success Criteria will be evaluated for vegetation, soils and hydrology.

Eco Logic will be teaming with Rachele Baker, the owner and chief scientist at Little Rivers Consultants to perform the soils and hydrology monitoring requirements. In 2021, a monitoring well was installed in the wetland with two data loggers that record data on site hydrology. Little River Consultants will also be taking soil samples to establish a baseline level of hydric vs non hydric soils to gauge future changes caused by wetland conditions.

**RESPECTFULLY SUBMITTED,**

*Joanna Sparks*

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Joanna Sparks, Urban Greenspace Manager



**AGREEMENT  
BETWEEN  
CITY OF BLOOMINGTON PARKS AND RECREATION DEPARTMENT  
AND  
ECO LOGIC, LLC  
FOR  
WETLAND MONITORING AT SWITCHYARD PARK (YEAR THREE)**

This Agreement, entered into on this \_\_\_\_ day of \_\_\_\_\_, 2023, by and between the City of Bloomington Department of Parks and Recreation (the “Department”), and Eco Logic, LLC (“Contractor”),

**WITNESSETH:**

WHEREAS, the Department wishes to perform wetland and stream mitigation monitoring at Switchyard Park (SYP); and

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

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

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

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

**Article 1. Scope of Services**

Contractor shall provide the Services as specified in Exhibit A, “Scope of Work”, attached hereto and incorporated into this Agreement. Contractor shall diligently provide the Services under this Agreement and shall complete the Services described in this Agreement in a timely manner consistent with the Standard of Care identified in Article 2. Contractor shall complete the Services required under this Agreement on or before December 31, 2023, unless the parties mutually agree to a later completion date. Completion shall mean completion of all work related to the Services.

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

**Article 2. Standard of Care**

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

**Article 3. Responsibilities of the Department**

The Department shall provide all necessary information regarding requirements for the Services. The Department shall furnish such information as expeditiously as is necessary for the orderly progress of the work,

and Contractor shall be entitled to rely upon the accuracy and completeness of such information. The Department's Project Manager shall act on its behalf with respect to this Agreement.

**Article 4. Compensation**

The Department shall pay Contractor for all fees and expenses in an amount not to exceed Nine Thousand Four Hundred Twenty Two Dollars and Zero Cents (\$9,422.00). Invoices may be sent via first class mail postage prepaid or via email. Payment will be remitted to Contractor within forty-five (45) days of receipt of invoice. Contractor shall submit an invoice to the Department upon the completion of the Services described in Article 1. The invoice shall be sent to:

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

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

**Article 5. Appropriation of Funds**

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

**Article 6. Schedule**

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

**Article 7. Termination**

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

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

The Parties understand and agree that due to the ongoing COVID-19 pandemic, there may be limitations and restrictions enacted that will affect the ability of the Parties to perform as required under this Agreement. The Parties agree that, in the event a limitation or restriction is enacted which prevents performance of the terms of the Agreement, Parks may terminate the Agreement in its sole discretion if it determines that there is no reasonable alternative means of performance under the Agreement. Parks shall notify Baker Stone Work of any such termination and the reasons therefor in writing.

**Article 8. Identity of the Contractor**

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

**Article 9. Opinions of Probable Cost**

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

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

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

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

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

**Article 12. Independent Contractor Status**

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

**Article 13. Indemnification**

Contractor shall defend, indemnify, and hold harmless the City of Bloomington, the Department, and the officers, agents and employees of the City and the Department from any and all claims, demands, damages, costs, expenses or other liability arising out of the Agreement or occasioned by the reckless or negligent performance of any provision thereof, including, but not limited to, any reckless or negligent act or failure to act or any misconduct on the part of the Contractor or its agents or employees, or any independent contractors directly responsible to it (collectively "Claims"). If Contractor is a design professional, architect, landscape architect, surveyor, engineer, geologist, or geotechnical / environmental consultant contracting to provide professional services, then Contractor shall not have the duty to defend against a professional liability claim or indemnify against liability other than liability for damages and losses arising out of third-party claims to the extent the damages and losses are caused by Contractor's willful misconduct or negligence.

**Article 14. Insurance**

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

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

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

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

**Article 15. Conflict of Interest**

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

**Article 16. Waiver**

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

**Article 17. Severability**

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

**Article 18. Assignment**

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

**Article 19. Third Party Rights**

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

**Article 20. Governing Law and Venue**

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

**Article 21. Non-Discrimination**

Contractor shall comply with City of Bloomington Ordinance 2.21.020 and all other federal, state and local laws and regulations governing non-discrimination in all regards, including, but not limited to, employment. Contractor understands that the City of Bloomington prohibits its employees from engaging in harassing or discrimination of any kind, including harassing or discriminating against independent contractors doing work for the City. If Contractor believes that a City employee engaged in such conduct towards Contractor and/or any of its employees, Contractor or its employees may file a complaint with the City department head in charge of the Contractor's work, and/or with the City human resources department or the Bloomington Human Rights Commission. The City takes all complaints of harassment and discrimination seriously and will take appropriate disciplinary action if it finds that any City employee engaged in such prohibited conduct.

**Article 22. Compliance with Laws**

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

**Article 23. E-Verify**

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

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

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

**Article 24. Notices**

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

**Department:**

**Contractor:**

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

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

**Article 25. Intent to be Bound**

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

**Article 26. Integration and Modification**

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

**Article 27. Non-Collusion**

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

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

**CITY OF BLOOMINGTON**

**ECO LOGIC, LLC**

\_\_\_\_\_  
Beth Cate, Corporation Counsel

\_\_\_\_\_  
Spencer Goehl, Owner

\_\_\_\_\_  
Paula McDevitt, Director  
Parks and Recreation Department

\_\_\_\_\_  
Kathleen Mills, President,  
Board of Park Commissioners

## EXHIBIT A

### “Scope of Work”

The Services shall include the following:

Eco Logic will prepare the 2023 annual monitoring report for the Switchyard Park wetland and stream mitigation. This includes on site data collection on a semi-annual basis to review native vegetation survival and wetland indicator status, invasive species presence, soil erosion, and review of the 293 lineal feet of created stream channel.

Vegetation success will be monitored using 4 random quadrats and 2 transects in the mitigation area. Eco Logic will document all required data as per Section 3.0 of the 2018 Bloomington Switchyard Mitigation and Monitoring Plan. All data will be included in the year-end report submitted by December 31st 2023.

The annual monitoring report shall include an inspection narrative, a description of means and methods used for evaluation, and photographs for each site visit documenting the condition of the mitigation plantings. The success criteria will be evaluated for vegetation, soils, and hydrology.

Eco Logic will be teaming with Rachele Baker the owner and chief scientists at Little Rivers Consultants to perform the soils and hydrology monitoring requirements. In 2021 a monitoring well was installed in the wetland with two data loggers to download data on site hydrology. Little River Consultants will also be taking soil samples to establish a baseline level of hydric vs. non hydric soils to gauge future changes caused by wetland conditions.

#### **Proposal Price 2023:**

Monitoring 2022 Total Consulting Costs \$ 9,122.00

Data logger rental for wetland (2) \$ 200.00

Data logger rental for stream (1) \$ 100.00

TOTAL COST \$ 9,422.00

## **EXHIBIT B**

### **“Project Schedule”**

Contractor shall complete the Services required under this Agreement on or before December 31, 2023, unless the parties mutually agree to a later completion date. Completion shall mean completion of all work related to the Services.





**EXHIBIT D**

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

**NON-COLLUSION AFFIDAVIT**

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

**OATH AND AFFIRMATION**

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

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

**Eco Logic, LLC**

By: \_\_\_\_\_  
Signature  
\_\_\_\_\_  
Printed Name

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

Before me, a Notary Public in and for said County and State, personally appeared \_\_\_\_\_ and acknowledged the execution of the foregoing this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

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

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



## STAFF REPORT

Agenda Item: C-8  
Date: 1/18/2023

Administrator  
Review\Approval  
PM

**TO:** Board of Park Commissioners  
**FROM:** Joanna Sparks, Urban Greenspace Manager  
**DATE:** **January 24, 2023**  
**SUBJECT:** **ADDENDUM TO CONTRACT WITH GREEN DRAGON LAWN CARE, INC  
(PRIMARY LOCATIONS)**

### **Recommendation**

Staff recommends approval of this Contract with Green Dragon Lawn Care, INC for mowing and trimming services at twenty (20) locations in 2023.

Funding source: 200-18-189000-53990. Amount not to exceed \$82,030.00.

### **Background**

Having met the criteria for the 2021 Mowing and Trimming Services bid process and having the lowest bid, Green Dragon Lawn Care, INC was selected as the recipient of the 2021 contract. The 2021 contract includes the following language in **Article 1. Scope of Services**: *"The term of this contract shall be for one year with the option to renew for two more terms (three year maximum) under exact terms of original contract."* Under the terms of this Agreement, Green Dragon Lawn Care, INC will provide mowing and trimming services at twenty (20) primary locations during 2023 (see below):

Banneker Community Center  
Building and Trades Park  
Crestmont Park  
Ferguson Dog Park  
Frank Southern Ice Arena  
Highland Village Park  
Latimer Woods  
Miller-Showers Park  
Mills Pool  
Park Ridge East Park  
Park Ridge Park  
Peoples Park

RCA Community Park  
Rev. Ernest D. Butler Park  
Schmalz Farm Park  
Seminary Park  
Southeast Park  
Waldron, Hill, & Buskirk Park (includes BPD & AJB)  
Winslow Sports Complex  
Winslow Woods Park

2023 is the final year this agreement can be renewed.

**RESPECTFULLY SUBMITTED,**

*Joanna Sparks*

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Joanna Sparks, Urban Greenspace Manager

**RENEWAL AGREEMENT  
BETWEEN CITY OF BLOOMINGTON  
PARKS AND RECREATION DEPARTMENT  
AND GREEN DRAGON LAWN CARE**

WHEREAS, the City of Bloomington Department of Parks and Recreation (“Department”) and Green Dragon Lawn Care (“Contractor”) entered into that certain *Agreement Between City of Bloomington Parks and Recreation Department and Green Dragon Lawn Care for Mowing and Trimming Services at Primary Locations* (“Contractor”) (“Agreement”) on or about February 23, 2021, incorporated by reference and included as Attachment A.

WHEREAS, Article 1 of the Agreement provides:  
Contractor shall provide the Services as specified in Exhibit A, “Scope of Work”, attached hereto and incorporated into this Agreement. Contractor shall diligently provide the Services under this Agreement and shall complete the Services described in this Agreement in a timely manner consistent with the Standard of Care identified in Article 2. Contractor shall complete the Services required under this Agreement on or before November 1, 2021, unless the parties mutually agree to a later completion date. Completion shall mean completion of all work related to the Services. The term of this contract shall be for one year with the option to renew for two more terms (three years maximum) under exact terms of original contract.

WHEREAS, The original Agreement expired on December 31, 2021 and was renewed until December 31, 2022.

WHEREAS, The Department wishes to renew the Agreement and has provided Contractor advanced written notice of same, and Contractor agrees to renew the Agreement.

NOW, THEREFORE, the Department and the Contractor agree as follows:

The Agreement is hereby renewed pursuant to Article 1. The terms and conditions of the Agreement shall remain unmodified with the exception that the termination date of the Agreement under Article 1 shall be renewed through and including December 31, 2023.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

**CITY OF BLOOMINGTON**

**GREEN DRAGON LAWN CARE**

\_\_\_\_\_  
Paula McDevitt, Director  
Parks and Recreation Department

\_\_\_\_\_  
Brian Obery, Owner

\_\_\_\_\_  
Beth Cate, Corporation Counsel



CONTRACT COVER MEMORANDUM

**TO:** Philippa Guthrie, Corporation Counsel  
**FROM:** Paula McDevitt, Administrator  
**DATE:** February 23, 2021  
**RE:** CONTRACT WITH GREEN DRAGON LAWN CARE, INC  
 (PRIMARY LOCATIONS)

<b>Contract Recipient/Vendor Name:</b>	Green Dragon Lawn Care, INC
<b>Department Head Initials of Approval:</b>	PM
<b>Responsible Department Staff:</b> <i>(Return signed copy to responsible staff)</i>	Tim Street, Operations Division Director
<b>Responsible Attorney:</b> <i>(Return signed copy to responsible attorney)</i>	Daniel Dixon
<b>Record Destruction Date:</b> <i>(Legal to fill in)</i>	2032
<b>Legal Department Internal Tracking #:</b> <i>(Legal to fill in)</i>	21-061
<b>Due Date For Signature:</b>	February 19, 2021
<b>Expiration Date of Contract:</b>	December 31, 2021
<b>Renewal Date for Contract:</b>	The bid packet allows for annual contract renewal for a maximum period of up to three years, provided the Contractor meets expectations.
<b>Total Dollar Amount of Contract:</b>	\$ 82,030.00
<b>Funding Source:</b>	200-18-189000-53990
<b>W9/EFT Complete:</b> <i>(Staff Member of Responsible Dept to fill in - Vendor #)</i>	5187
<b>Affirmative Action Plan Complete</b> (if applicable): <i>(Staff Member of Responsible Dept. to fill in; \$10,000+)</i>	yes
<b>Procurement Summary Complete:</b> <i>(Staff Member of Responsible Dept. to fill in)</i>	yes

**Summary of Contract:**

Green Dragon Lawn Care, INC will provide mowing and trimming services at twenty (20) primary locations during 2021. See Exhibit A "Scope of Work" within the Contract for specific locations and the associated breakdown of costs.

**AGREEMENT BETWEEN  
CITY OF BLOOMINGTON  
PARKS AND RECREATION DEPARTMENT  
AND  
GREEN DRAGON LAWN CARE, INC  
FOR  
MOWING AND TRIMMING SERVICES AT PRIMARY LOCATIONS**

This Agreement, entered into on this 23 day of February, 2021, by and between the City of Bloomington Department of Parks and Recreation (the "Department"), and Green Dragon Lawn Care, INC ("Contractor"),

**WITNESSETH:**

WHEREAS, the Department wishes to retain the Contractor's services for 2021 to provide mowing and trimming services at twenty locations (more particularly described in Exhibit A, "Scope of Work") ; and

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

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

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

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

**Article 1. Scope of Services**

Contractor shall provide the Services as specified in Exhibit A, "Scope of Work", attached hereto and incorporated into this Agreement. Contractor shall diligently provide the Services under this Agreement and shall complete the Services described in this Agreement in a timely manner consistent with the Standard of Care identified in Article 2. Contractor shall complete the Services required under this Agreement on or before November 1, 2021, unless the parties mutually agree to a later completion date. Completion shall mean completion of all work related to the Services. The term of this contract shall be for one year with the option to renew for two more terms (three years maximum) under exact terms of original contract.

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

**Article 2. Standard of Care**

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

meeting the Standard of Care. Standard of Care is specified in, but is not limited to, Exhibit B, "Standard of Care", attached hereto and incorporated into this Agreement.

**Article 3. Responsibilities of the Department**

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

**Article 4. Compensation**

The Department shall pay Contractor for all fees and expenses in an amount not to exceed Eighty-Two Thousand, Thirty Dollars and Zero Cents (\$82,030.00), as specified in Exhibit F, "Mowing Quote Form", attached hereto and incorporated into this Agreement. Invoices may be sent via first class mail postage prepaid or via email. Payment will be remitted to Contractor within forty-five (45) days of receipt of invoice. Contractor shall submit an invoice to the Department upon the completion of the Services described in Article 1. The invoice shall be sent to:

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

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

**Article 5. Appropriation of Funds**

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

**Article 6. Schedule**

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

**Article 7. Termination**

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

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



The Parties understand and agree that due to the ongoing COVID-19 pandemic, there may be limitations and restrictions enacted that will affect the ability of the Parties to perform as required under this Agreement. The Parties agree that, in the event a limitation or restriction is enacted which prevents performance of the terms of the Agreement, Parks may terminate the Agreement in its sole discretion if it determines that there is no reasonable alternative means of performance under the Agreement. Parks shall notify Green Dragon Lawn Care, INC of any such termination and the reasons therefor in writing.

**Article 8. Identity of the Contractor**

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

**Article 9. Opinions of Probable Cost**

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

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

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

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

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

**Article 12. Independent Contractor Status**

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

**Article 13. Indemnification**

Contractor shall defend, indemnify, and hold harmless the City of Bloomington, the Department, and the officers, agents and employees of the City and the Department from any and all claims, demands, damages, costs, expenses or other liability arising out of the Agreement or occasioned by the reckless or negligent performance of any provision thereof, including, but not limited to, any reckless or negligent act or failure to

act or any misconduct on the part of the Contractor or its agents or employees, or any independent contractors directly responsible to it (collectively "Claims").

**Article 14. Insurance**

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

- a. General Liability Insurance, with a minimum combined single limit of \$1,000,000 for each occurrence and \$2,000,000 in the aggregate.
- b. Automobile Liability Insurance, with a minimum combined single limit of \$1,000,000 for each person and \$1,000,000 for each accident.
- c. Professional Liability Insurance ("Errors and Omissions Insurance") with a minimum limit of \$1,000,000 annual aggregate.
- d. Workers' Compensation Insurance in accordance with the statutory requirements of Title 22 of the Indiana Code.
- e. Umbrella Excess Liability with a minimum limit of \$5,000,000 each occurrence and aggregate.

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

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

**Article 15. Conflict of Interest**

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

**Article 16. Waiver**

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

**Article 17. Severability**

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

**Article 18. Assignment**

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

**Article 19. Third Party Rights**

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

**Article 20. Governing Law and Venue**

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

**Article 21. Non-Discrimination**

Contractor shall comply with City of Bloomington Ordinance 2.21.020 and all other federal, state and local laws and regulations governing non-discrimination in all regards, including, but not limited to, employment. Contractor understands that the City of Bloomington prohibits its employees from engaging in harassing or discrimination of any kind, including harassing or discriminating against independent contractors doing work for the City. If Contractor believes that a City employee engaged in such conduct towards Contractor and/or any of its employees, Contractor or its employees may file a complaint with the City department head in charge of the Contractor's work, and/or with the City human resources department or the Bloomington Human Rights Commission. The City takes all complaints of harassment and discrimination seriously and will take appropriate disciplinary action if it finds that any City employee engaged in such prohibited conduct.

**Article 22. Compliance with Laws**

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

**Article 23. E-Verify**

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

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

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

**Article 24. Notices**

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

**Department:**

**Contractor:**

City of Bloomington	Green Dragon Lawn Care
Attn: Joanna Sparks, City Landscaper	Attn: Brian Obery, Owner
401 N. Morton, Suite 250	P.O. Box 296
Bloomington, Indiana 47402	Clear Creek, IN 47426

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

**Article 25. Intent to be Bound**

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

**Article 26. Integration and Modification**

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

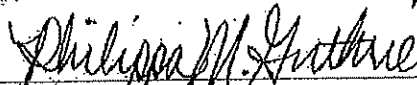
**Article 27. Non-Collusion**

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

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

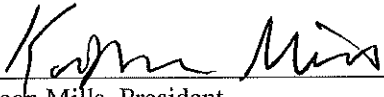
**CITY OF BLOOMINGTON**

**GREEN DRAGON LAWN CARE, INC**

  
\_\_\_\_\_  
Philippa M. Guthrie, Corporation Counsel

  
\_\_\_\_\_  
Brian Obery, Owner

  
\_\_\_\_\_  
Paula McDevitt, Director  
Parks and Recreation Department



Kathleen Mills, President,  
Board of Park Commissioners

**EXHIBIT A**

**“Scope of Work”**

The Services shall include the following:

**Primary Mowing and Trimming Locations:**

Banneker Community Center  
Building and Trades Park  
Crestmont Park  
Ferguson Dog Park  
Frank Southern Ice Arena  
Highland Village Park  
Latimer Woods  
Miller-Showers Park  
Mills Pool  
Park Ridge East Park  
Park Ridge Park  
Peoples Park  
RCA Community Park  
Rev. Ernest D. Butler Park  
Schmalz Farm Park  
Seminary Park  
Southeast Park  
Waldron, Hill, & Buskirk Park (includes BPD & AJB)  
Winslow Sports Complex  
Winslow Woods Park

## EXHIBIT B

### “Standard of Care”

#### A. Technical Specifications

1. Prior to mowing, the Contractor shall inspect the property and remove all litter and woody debris (i.e. tree limbs, sticks, etc.) within the mowing area and dispose of it properly. If in the course of mowing, trash is overlooked and shredded by mowers, it shall be collected and disposed of properly by the Contractor. All litter and woody debris collected in regards to mowing services shall be disposed of off-site by the Contractor in a manner and place to ensure that no city, county, or state ordinances or laws are violated.
2. Typically the amount of litter and woody debris is minimal and the removal by the Contractor shall be considered within the scope of the Agreement. If the Contractor encounters a situation where an excessive amount of time would be required to clean up the site, the Contractor shall contact the City Landscaper or their designee, who will assign City staff to assist with the cleanup of the site.
3. If a question arises over where the extents (dimensions, scale, property boundaries, etc.) of mowing work under the Agreement are in question, the City Landscaper or their designee, will make the final determination.
4. Grass shall be cut to a height of three (3) to five (5) inches. All turf areas shall be mowed as needed so that no more than one-third (1/3) of the leaf blades are removed per mowing.
5. All lawn and grass mower blades must be kept sufficiently sharp to provide a clean and even cut.
6. All fences (chain link, wood, etc.) require complete removal of vegetation from beneath the fence line.
7. The frequency of mowing should allow clippings to remain on site, but any windrow or clumping that occurs or clippings that remain on the surface which would be harmful to the turf, or unsightly, must be removed and/or disposed of by the Contractor.
8. Care should be taken not to allow grass clippings to cover sidewalks, mulch beds, infields, playground safety surfaces, etc. Any clippings that cover these areas must be removed by the Contractor.
9. Contractors equipment shall not be permitted in any mulch bed or landscaped area of any type. This includes traversing the mulch bed while moving equipment from one area to another.
10. Concrete curbs and sidewalks shall be edged to remove any overgrowth of turf and/or weeds. Note-herbicide usage by the Contractor is prohibited (see #15). Timing is critical for this activity, as the parking lots fill up with vehicles at different times based on park activities. Parking lot curbs and street edges are expected to be maintained regularly.
11. Areas under construction will be cut as much as possible and upon completion of the construction, the Contractor will complete the cutting required in the construction area.
12. During wet periods, the Contractor should avoid utilizing equipment on soft hillsides or areas where rutting of the sod might result. Work in these areas shall be rescheduled when dry conditions permit, or be string trimmed to prevent rutting of the turf.

13. The Contractor will arrange to keep sidewalks and trails open at all times. Normal mowing operations do not constitute a closure of a trail or sidewalk. Parking vehicles, trailers, or equipment on a sidewalk or trail is considered a closure of it and is not permitted.

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

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

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

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

18. Extreme caution is to be used when mowing and trimming around trees. Mower decks are to remain at least 12 inches from the base of all trees. See below Section G. Default for Unacceptable Conditions for more details on the consequences of tree damage.

#### **B. Provision of Labor, Tools and Equipment.**

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

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

#### **C. Personnel**

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

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

#### **D. Safety**

Mower decks shall be disengaged and string trimmers pulled up from work and allowed to idle whenever a member of the public is within fifty (50) feet of the equipment. Contractor will shut off mower, or any motorized hand equipment, if approached by a member of the public. Rotation of string trimmers and the



discharge chutes of mowing equipment shall always be directed away from the street and/or members of the public. Discharge chutes on mowing equipment shall be down and in place while mowing.

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

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

Should an inspection by the City Landscaper or their designee, reveal that the Contractor's work results in any unacceptable maintenance condition:

1. The City Landscaper or their designee, at the time of the first incident shall call a meeting with the Contractor to review the concern.
2. Should a second unacceptable concern develop, a second meeting will be held and a written letter of warning documenting the concern issued.
3. A third unacceptable condition, or a violation of the terms and conditions of the Agreement may result in termination of the agreement.

In the event the City of Bloomington has to take action to correct an unacceptable condition, the cost incurred by the City will be deducted from any payments due to the Contractor. The Contractor shall not be liable for any increased cost if failure to perform the contract arises out of any cause beyond his/her control and without his/her fault or negligence.

#### **E. Damage Provision**

If property, other than a tree or shrub, is damaged resulting from the Contractor's negligence and has to be repaired or replaced by the City of Bloomington, the Contractor may be required to repair or replace same at the Contractor's own expense, or reimburse the City for the cost of the repairs or replacement.

Any damage caused to the bases of trees or shrubs caused by the Contractor's equipment is strictly prohibited and will be investigated. Damage as a result of the Contractor's negligence shall result in a penalty of seventy-five dollars (\$ 75.00) multiplied by the diameter of the tree or shrub in inches. This penalty shall be assessed in the form of a reduction in the monthly contractual payment. At the Contractor's request, the City Landscaper will accompany the Contractor for an inspection of mowing sites specified in the contract documents prior to the first mowing cycle. During this inspection, the Contractor and City Landscaper would determine and document any damage that already exists prior to Contractor beginning work.

## EXHIBIT C

### “Project Schedule”

1. The time period for these services shall begin on or about April 1, 2021 and terminate on or about November 1, 2021.
2. Work performed by the Contractor shall involve approximately twenty-six (26) weekly mowing cycles and approximately seven (7) monthly cycles during the Agreement.
3. Frequency of mowing cycles will be at the discretion of the City Landscaper or their designee. Typically they will be every seven (7) to ten (10) days, depending on weather conditions.
4. No guaranteed minimum or maximum number of mowing cycles is either stated or implied. At their discretion, the City Landscaper or their designee, reserve the right to increase, suspend, or cancel any part of the mowing and trimming contract. The cancellations can be for a specific location or all locations.
5. The Contractor shall communicate with the City Landscaper or their designee, regarding hours, schedules, and any other conditions affecting performance of the work.
6. The Contractor may perform the work at any time, or on any day(s) of the week, except where prohibited by City of Bloomington noise ordinances, or at such times that it would be unsafe to operate mowing equipment due to the presence of the recreating public. The City of Bloomington Noise Ordinance can be found at: <http://bloomington.in.gov/noise>
7. The City Landscaper or their designee, may require that the Contractor alter their mowing schedule to prevent a conflict with a special event scheduled for any location. Notice will be given to the Contractor at least one week prior to the date of the event. The Contractor may alter the mowing schedule to prevent conflicts with the public without giving prior notice to the City.

EXHIBIT D  
~~EXHIBIT C~~  
E-VERIFY AFFIDAVIT

STATE OF INDIANA )  
 )SS:  
COUNTY OF MONROE )

AFFIDAVIT

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

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

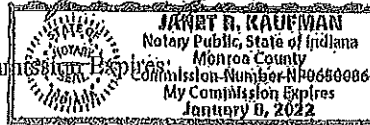
Brian Oberg  
Signature  
BRIAN OBERG  
Printed Name

STATE OF INDIANA )  
 )SS:  
COUNTY OF Monroe )

Before me, a Notary Public in and for said County and State, personally appeared Brian Oberg and acknowledged the execution of the foregoing this 27 day of January, 2021.

Janet R. Kaufman  
Notary Public's Signature

My Commission Expires:



Janet R. Kaufman  
Printed Name of Notary Public

County of Residence: Monroe

EXHIBIT E

~~EXHIBIT E~~

STATE OF INDIANA )  
 ) SS:  
COUNTY OF MONROE )

NON-COLLUSION AFFIDAVIT

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

OATH AND AFFIRMATION

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

Dated this 27th day of January, 2021.

Contractor

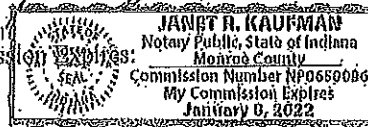
By: BRIAN OBERY  
[Signature]

STATE OF Indiana )  
 ) SS:  
COUNTY OF MONROE )

Before me, a Notary Public in and for said County and State, personally appeared Brian Obery and acknowledged the execution of the foregoing this 27th day of January, 2021.

[Signature]  
Notary Public's Signature

My Commission Expires:



Janet R. Kaufman  
Printed Name of Notary Public

County of Residence: MONROE

EXHIBIT F

2021

Mowing Quote Form- Primary Locations

Location	Cost Per Mowing Cycle
Banneker Community Center	\$ 50.00
Building and Trades Park	\$ 120.00
Crestmont Park	\$ 320.00
Ferguson Dog Park	\$ 425.00
Frank Southern Ice Arena	\$ 90.00
Highland Village Park	\$ 125.00
Latimer Woods	\$ 50.00
Miller-Showers Park	\$ 200.00
Mills Pool	\$ 75.00
Park Ridge East Park	\$ 150.00
Park Ridge Park	\$ 55.00
Peoples Park	\$ 70.00
RCA Community Park	\$ 200.00
Rev. Ernest D. Butler Park	\$ 250.00
Schmalz Farm Park	\$ 200.00
Seminary Park	\$ 120.00
Southeast Park	\$ 150.00
Waldron, Hill, & Buskirk Park (includes BPD & AJB)	\$ 100.00
Winslow Sports Complex	\$ 125.00
Winslow Woods Park	\$ 280.00
<b>Total cost of all locations per mowing cycle</b>	<b>\$</b>
<b>Multiply by 26 (average number of cycles per year)</b>	<b>X 26 3155.00</b>
<b>Total Average Yearly Cost</b>	<b>= \$ 82,030.00</b>

Please Remember:

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

Name of Company: GREEN DRAGON LAWN CARE

Signature of Responsible Party: *[Signature]*

Printed Name of Responsible Party: BRIAN OBERY

Date: 1/30/21

**Contact Information**  
 Address: 8470 S. FAIRFAX RD  
 City: Bloomington  
 State & ZIP: IN 47401  
 Phone #1: 812-824-5619  
 Phone #2:  
 Email: BRIAN@GREENDRAGONLAWNCARE.COM

**Reminder!**  
 An approved affirmative action plan must be on file with the City of Bloomington prior to submitting quote.  
 The following must be submitted with Quote:  
 1. Proof of insurance, or proof of ability to obtain insurance.  
 2. List of mowing equipment inventory  
 3. Provide 3 or more references  
 4. Provide details of experience in the Lawn Care business.



## STAFF REPORT

Agenda Item: C-9  
Date: 1/18/2023

Administrator  
Review\Approval  
PM

**TO:** Board of Park Commissioners  
**FROM:** Joanna Sparks, Urban Greenspace Manager  
**DATE:** January 24, 2023  
**SUBJECT:** ADDENDUM TO CONTRACT WITH GREEN DRAGON LAWN CARE, INC  
(ALTERNATE LOCATIONS)

### Recommendation

Staff recommends approval of this Contract with Green Dragon Lawn Care, INC for mowing and trimming services at sixteen (16) locations in 2023.

Funding source: 200-18-189000-53990. Amount not to exceed \$34,970.00.

### Background

Having met the criteria for the 2021 Mowing and Trimming Services bid process and having the lowest bid, Green Dragon Lawn Care, INC was selected as the recipient of the 2021 contract. The 2021 contract includes the following language in **Article 1. Scope of Services**: *"The term of this contract shall be for one year with the option to renew for two more terms (three year maximum) under exact terms of original contract."* Under the terms of this Agreement, Green Dragon Lawn Care, INC will provide mowing and trimming services at sixteen (16) alternate locations during 2022 (see below):

4th Street & Dunn Street Parking Lot  
6th Street & Lincoln Street  
7th Street & Morton Street  
College Mall Road & Moores Pike (NE Corner)  
Dodds Street Triangle Median Islands (2)  
Kirkwood Avenue & North Adams Street (SW corner)  
McDoel Gardens  
Patterson Drive  
Polly Grimshaw Trail  
South Sare Road and East Rhorer Road, NE corner  
South Sare Road Medians (6)

South Sare Road (Eastside Wall)  
South Sare Road (West Side Hill)  
SR 46 Median Islands  
West 8th Street, Adams Street, & Vernal Pike  
Winslow Road, Rogers Road, High Street Round-A-Bout

2023 is the final year this agreement can be renewed.

**RESPECTFULLY SUBMITTED,**

*Joanna Sparks*

---

Joanna Sparks, Urban Greenspace Manager

**RENEWAL AGREEMENT  
BETWEEN CITY OF BLOOMINGTON  
PARKS AND RECREATION DEPARTMENT  
AND GREEN DRAGON LAWN CARE**

WHEREAS, the City of Bloomington Department of Parks and Recreation (“Department”) and Green Dragon Lawn Care (“Contractor”) entered into that certain *Agreement Between City of Bloomington Parks and Recreation Department and Green Dragon Lawn Care for Mowing and Trimming Services at Alternate Locations* (“Contractor”) (“Agreement”) on or about February 23, 2021, which is incorporated by reference and included as Attachment A.

WHEREAS, Article 1 of the Agreement provides:  
Contractor shall provide the Services as specified in Exhibit A, “Scope of Work”, attached hereto and incorporated into this Agreement. Contractor shall diligently provide the Services under this Agreement and shall complete the Services described in this Agreement in a timely manner consistent with the Standard of Care identified in Article 2. Contractor shall complete the Services required under this Agreement on or before November 1, 2021, unless the parties mutually agree to a later completion date. Completion shall mean completion of all work related to the Services. The term of this contract shall be for one year with the option to renew for two more terms (three years maximum) under exact terms of original contract.

WHEREAS, The original Agreement expired on December 31, 2021 and was renewed until December 31, 2022.

WHEREAS, The Department wishes to renew the Agreement and has provided Contractor advanced written notice of same, and Contractor agrees to renew the Agreement.

NOW, THEREFORE, the Department and the Contractor agree as follows:

The Agreement is hereby renewed pursuant to Article 1. The terms and conditions of the Agreement shall remain unmodified with the exception that the termination date of the Agreement under Article 1 shall be renewed through and including December 31, 2023.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

**CITY OF BLOOMINGTON**

**GREEN DRAGON LAWN CARE**

\_\_\_\_\_  
Paula McDevitt, Director  
Parks and Recreation Department

\_\_\_\_\_  
Brian Obery, Owner

\_\_\_\_\_  
Beth Cate, Corporation Counsel



**CONTRACT COVER MEMORANDUM**

**TO:** Philippa Guthrie, Corporation Counsel  
**FROM:** Paula McDevitt, Administrator  
**DATE:** February 23, 2021  
**RE:** CONTRACT WITH GREEN DRAGON LAWN CARE, INC  
 (ALTERNATE LOCATIONS)

<b>Contract Recipient/Vendor Name:</b>	Green Dragon Lawn Care, INC
<b>Department Head Initials of Approval:</b>	PM
<b>Responsible Department Staff:</b> <i>(Return signed copy to responsible staff)</i>	Tim Street, Operations Division Director
<b>Responsible Attorney:</b> <i>(Return signed copy to responsible attorney)</i>	Daniel Dixon
<b>Record Destruction Date:</b> <i>(Legal to fill in)</i>	2031
<b>Legal Department Internal Tracking #:</b> <i>(Legal to fill in)</i>	21-062
<b>Due Date For Signature:</b>	February 19, 2021
<b>Expiration Date of Contract:</b>	December 31, 2021
<b>Renewal Date for Contract:</b>	The bid packet allows for contract renewal for up to a maximum period of three years, provided the Contractor meets expectations.
<b>Total Dollar Amount of Contract:</b>	\$ 34,970.00
<b>Funding Source:</b>	200-18-189000-53990
<b>W9/EFT Complete:</b> <i>(Staff Member of Responsible Dept to fill in - Vendor #)</i>	5187
<b>Affirmative Action Plan Complete (if applicable):</b> <i>(Staff Member of Responsible Dept. to fill in; \$10,000+)</i>	yes
<b>Procurement Summary Complete:</b> <i>(Staff Member of Responsible Dept. to fill in)</i>	yes

**Summary of Contract:**

Green Dragon Lawn Care, INC will provide mowing and trimming services at sixteen (16) alternate locations during 2021. See Exhibit A "Scope of Work" within the Contract for specific locations and the associated breakdown of costs.

**AGREEMENT  
BETWEEN  
CITY OF BLOOMINGTON  
PARKS AND RECREATION DEPARTMENT  
AND  
GREEN DRAGON LAWN CARE, INC  
FOR  
MOWING AND TRIMMING SERVICES AT ALTERNATE LOCATIONS**

This Agreement, entered into on this 23 day of February, 2021, by and between the City of Bloomington Department of Parks and Recreation (the "Department"), and Green Dragon Lawn Care, INC ("Contractor"),

**WITNESSETH:**

WHEREAS, the Department wishes to retain the Contractor's services for 2021 to provide mowing and trimming services at sixteen locations (more particularly described in Exhibit A, "Scope of Work"); and

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

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

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

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

**Article 1. Scope of Services**

Contractor shall provide the Services as specified in Exhibit A, "Scope of Work", attached hereto and incorporated into this Agreement. Contractor shall diligently provide the Services under this Agreement and shall complete the Services described in this Agreement in a timely manner consistent with the Standard of Care identified in Article 2. Contractor shall complete the Services required under this Agreement on or before November 1, 2021, unless the parties mutually agree to a later completion date. Completion shall mean completion of all work related to the Services. The term of this contract shall be for one year with the option to renew for two more terms (three years maximum) under exact terms of original contract.

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

**Article 2. Standard of Care**

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

meeting the Standard of Care. Standard of Care is specified in, but is not limited to, Exhibit B, "Standard of Care", attached hereto and incorporated into this Agreement.

**Article 3. Responsibilities of the Department**

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

**Article 4. Compensation**

The Department shall pay Contractor for all fees and expenses in an amount not to exceed Thirty-Four Thousand, Nine Hundred Seventy Dollars and Zero Cents (\$34,970.00), as specified in Exhibit F, "Mowing Quote Form", attached hereto and incorporated into this Agreement. Invoices may be sent via first class mail postage prepaid or via email. Payment will be remitted to Contractor within forty-five (45) days of receipt of invoice. Contractor shall submit an invoice to the Department upon the completion of the Services described in Article 1. The invoice shall be sent to:

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

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

**Article 5. Appropriation of Funds**

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

**Article 6. Schedule**

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

**Article 7. Termination**

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

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

The Parties understand and agree that due to the ongoing COVID-19 pandemic, there may be limitations and restrictions enacted that will affect the ability of the Parties to perform as required under this Agreement. The Parties agree that, in the event a limitation or restriction is enacted which prevents performance of the terms of the Agreement, Parks may terminate the Agreement in its sole discretion if it determines that there is no reasonable alternative means of performance under the Agreement. Parks shall notify Green Dragon Lawn Care, INC of any such termination and the reasons therefor in writing.

**Article 8. Identity of the Contractor**

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

**Article 9. Opinions of Probable Cost**

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

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

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

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

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

**Article 12. Independent Contractor Status**

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

**Article 13. Indemnification**

Contractor shall defend, indemnify, and hold harmless the City of Bloomington, the Department, and the officers, agents and employees of the City and the Department from any and all claims, demands, damages, costs, expenses or other liability arising out of the Agreement or occasioned by the reckless or negligent performance of any provision thereof, including, but not limited to, any reckless or negligent act or failure to

act or any misconduct on the part of the Contractor or its agents or employees, or any independent contractors directly responsible to it (collectively "Claims").

#### **Article 14. Insurance**

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

- a. General Liability Insurance, with a minimum combined single limit of \$1,000,000 for each occurrence and \$2,000,000 in the aggregate.
- b. Automobile Liability Insurance, with a minimum combined single limit of \$1,000,000 for each person and \$1,000,000 for each accident.
- c. Professional Liability Insurance ("Errors and Omissions Insurance") with a minimum limit of \$1,000,000 annual aggregate.
- d. Workers' Compensation Insurance in accordance with the statutory requirements of Title 22 of the Indiana Code.
- e. Umbrella Excess Liability \$5,000,000 each occurrence and aggregates.

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

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

#### **Article 15. Conflict of Interest**

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

#### **Article 16. Waiver**

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

#### **Article 17. Severability**

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

**Article 18. Assignment**

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

**Article 19. Third Party Rights**

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

**Article 20. Governing Law and Venue**

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

**Article 21. Non-Discrimination**

Contractor shall comply with City of Bloomington Ordinance 2.21.020 and all other federal, state and local laws and regulations governing non-discrimination in all regards, including, but not limited to, employment. Contractor understands that the City of Bloomington prohibits its employees from engaging in harassing or discrimination of any kind, including harassing or discriminating against independent contractors doing work for the City. If Contractor believes that a City employee engaged in such conduct towards Contractor and/or any of its employees, Contractor or its employees may file a complaint with the City department head in charge of the Contractor's work, and/or with the City human resources department or the Bloomington Human Rights Commission. The City takes all complaints of harassment and discrimination seriously and will take appropriate disciplinary action if it finds that any City employee engaged in such prohibited conduct.

**Article 22. Compliance with Laws**

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

**Article 23. E-Verify**

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

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

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

**Article 24. Notices**

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

**Department:**

**Contractor:**

City of Bloomington	Green Dragon Lawn Care
Attn: Joanna Sparks, City Landscaper	Attn: Brian Obery, Owner
401 N. Morton, Suite 250	P.O. Box 296
Bloomington, Indiana 47402	Clear Creek, IN 47426

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

**Article 25. Intent to be Bound**

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

**Article 26. Integration and Modification**

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

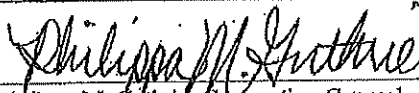
**Article 27. Non-Collusion**

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


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

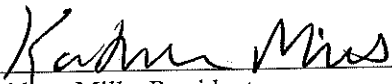
**CITY OF BLOOMINGTON**

**GREEN DRAGON LAWN CARE, INC**

  
\_\_\_\_\_  
Philippa M. Guthrie, Corporation Counsel

  
\_\_\_\_\_  
Brian Obery, Owner

  
\_\_\_\_\_  
Paula McDevitt, Director  
Parks and Recreation Department

  
Kathleen Mills, President,  
Board of Park Commissioners



## EXHIBIT A

### “Scope of Work”

The Services shall include the following:

#### **Alternate Mowing and Trimming Locations:**

4th Street & Dunn Street Parking Lot  
6th Street & Lincoln Street  
7th Street & Morton Street  
College Mall Road & Moores Pike (NE Corner)  
Dodds Street Triangle Median Islands (2)  
Kirkwood Avenue & North Adams Street (SW corner)  
McDoel Gardens  
Patterson Drive  
Polly Grimshaw Trail  
South Sare Road and East Rhorer Road, NE corner  
South Sare Road Medians (6)  
South Sare Road (Eastside Wall)  
South Sare Road (West Side Hill)  
SR 46 Median Islands  
West 8th Street, Adams Street, & Vernal Pike  
Winslow Road, Rogers Road, High Street Round-A-Bout

## EXHIBIT B

### “Standard of Care”

#### A. Technical Specifications

1. Prior to mowing, the Contractor shall inspect the property and remove all litter and woody debris (i.e. tree limbs, sticks, etc.) within the mowing area and dispose of it properly. If in the course of mowing, trash is overlooked and shredded by mowers, it shall be collected and disposed of properly by the Contractor. All litter and woody debris collected in regards to mowing services shall be disposed of off-site by the Contractor in a manner and place to ensure that no city, county, or state ordinances or laws are violated.
2. Typically the amount of litter and woody debris is minimal and the removal by the Contractor shall be considered within the scope of the Agreement. If the Contractor encounters a situation where an excessive amount of time would be required to clean up the site, the Contractor shall contact the City Landscaper or their designee, who will assign City staff to assist with the cleanup of the site.
3. If a question arises over where the extents (dimensions, scale, property boundaries, etc.) of mowing work under the Agreement are in question, the City Landscaper or their designee, will make the final determination.
4. Grass shall be cut to a height of three (3) to five (5) inches. All turf areas shall be mowed as needed so that no more than one-third (1/3) of the leaf blades are removed per mowing.
5. All lawn and grass mower blades must be kept sufficiently sharp to provide a clean and even cut.
6. All fences (chain link, wood, etc.) require complete removal of vegetation from beneath the fence line.
7. The frequency of mowing should allow clippings to remain on site, but any windrow or clumping that occurs or clippings that remain on the surface which would be harmful to the turf, or unsightly, must be removed and/or disposed of by the Contractor.
8. Care should be taken not to allow grass clippings to cover sidewalks, mulch beds, infields, playground safety surfaces, etc. Any clippings that cover these areas must be removed by the Contractor.
9. Contractors equipment shall not be permitted in any mulch bed or landscaped area of any type. This includes traversing the mulch bed while moving equipment from one area to another.
10. Concrete curbs and sidewalks shall be edged to remove any overgrowth of turf and/or weeds. Note-herbicide usage by the Contractor is prohibited (see #15). Timing is critical for this activity, as the parking lots fill up with vehicles at different times based on park activities. Parking lot curbs and street edges are expected to be maintained regularly.
11. Areas under construction will be cut as much as possible and upon completion of the construction, the Contractor will complete the cutting required in the construction area.
12. During wet periods, the Contractor should avoid utilizing equipment on soft hillsides or areas where rutting of the sod might result. Work in these areas shall be rescheduled when dry conditions permit, or be string trimmed to prevent rutting of the turf.

13. The Contractor will arrange to keep sidewalks and trails open at all times. Normal mowing operations do not constitute a closure of a trail or sidewalk. Parking vehicles, trailers, or equipment on a sidewalk or trail is considered a closure of it and is not permitted.
14. All elements of the mowing and trimming cycle at an individual location shall be completed the same day they are started. No partial mowing will be allowed unless inclement weather forces delay. If rain or wet turf conditions exist, the Contractor shall finish the cycle as soon as favorable conditions allow.
15. No use of herbicides around playgrounds, swimming pools, or dog park enclosures will be permitted. Herbicide use in any other area requires the prior approval of the City Landscaper or their designee. See Section 6- the Bloomington Parks and Recreation Department IPM Plan for more information.
16. If the Contractor notices any vandalism, or damage of any kind to turf, trees, bushes or any amenity located in the park area, or within of the extents of any contractually mowed area, they shall be reported to the City Landscaper or their designee, as soon as possible.
17. No tree limbs, other than those already fallen to the ground, shall be removed, trimmed, or cut without permission of the City Landscaper, Urban Forester, or their designee.
18. Extreme caution is to be used when mowing and trimming around trees. Mower decks are to remain at least 12 inches from the base of all trees. See below Section G. Default for Unacceptable Conditions for more details on the consequences of tree damage.

#### **B. Provision of Labor, Tools and Equipment.**

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

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

#### **C. Personnel**

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

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

#### **D. Safety**

Mower decks shall be disengaged and string trimmers pulled up from work and allowed to idle whenever a member of the public is within fifty (50) feet of the equipment. Contractor will shut off mower, or any motorized hand equipment, if approached by a member of the public. Rotation of string trimmers and the

discharge chutes of mowing equipment shall always be directed away from the street and/or members of the public. Discharge chutes on mowing equipment shall be down and in place while mowing.

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

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

Should an inspection by the City Landscaper or their designee, reveal that the Contractor's work results in any unacceptable maintenance condition:

1. The City Landscaper or their designee, at the time of the first incident shall call a meeting with the Contractor to review the concern.
2. Should a second unacceptable concern develop, a second meeting will be held and a written letter of warning documenting the concern issued.
3. A third unacceptable condition, or a violation of the terms and conditions of the Agreement may result in termination of the agreement.

In the event the City of Bloomington has to take action to correct an unacceptable condition, the cost incurred by the City will be deducted from any payments due to the Contractor. The Contractor shall not be liable for any increased cost if failure to perform the contract arises out of any cause beyond his/her control and without his/her fault or negligence.

#### **E. Damage Provision**

If property, other than a tree or shrub, is damaged resulting from the Contractor's negligence and has to be repaired or replaced by the City of Bloomington, the Contractor may be required to repair or replace same at the Contractor's own expense, or reimburse the City for the cost of the repairs or replacement.

Any damage caused to the bases of trees or shrubs caused by the Contractor's equipment is strictly prohibited and will be investigated. Damage as a result of the Contractor's negligence shall result in a penalty of seventy-five dollars (\$ 75.00) multiplied by the diameter of the tree or shrub in inches. This penalty shall be assessed in the form of a reduction in the monthly contractual payment. At the Contractor's request, the City Landscaper will accompany the Contractor for an inspection of mowing sites specified in the contract documents prior to the first mowing cycle. During this inspection, the Contractor and City Landscaper would determine and document any damage that already exists prior to Contractor beginning work.

## EXHIBIT C

### “Project Schedule”

1. The time period for these services shall begin on or about April 1, 2021 and terminate on or about November 1, 2021.
2. Work performed by the Contractor shall involve approximately twenty-six (26) weekly mowing cycles and approximately seven (7) monthly cycles during the Agreement.
3. Frequency of mowing cycles will be at the discretion of the City Landscaper or their designee. Typically they will be every seven (7) to ten (10) days, depending on weather conditions.
4. No guaranteed minimum or maximum number of mowing cycles is either stated or implied. At their discretion, the City Landscaper or their designee, reserve the right to increase, suspend, or cancel any part of the mowing and trimming contract. The cancellations can be for a specific location or all locations.
5. The Contractor shall communicate with the City Landscaper or their designee, regarding hours, schedules, and any other conditions affecting performance of the work.
6. The Contractor may perform the work at any time, or on any day(s) of the week, except where prohibited by City of Bloomington noise ordinances, or at such times that it would be unsafe to operate mowing equipment due to the presence of the recreating public. The City of Bloomington Noise Ordinance can be found at: <http://bloomington.in.gov/noise>
7. The City Landscaper or their designee, may require that the Contractor alter their mowing schedule to prevent a conflict with a special event scheduled for any location. Notice will be given to the Contractor at least one week prior to the date of the event. The Contractor may alter the mowing schedule to prevent conflicts with the public without giving prior notice to the City.

**EXHIBIT D**  
~~EXHIBIT C~~  
E-VERIFY AFFIDAVIT

STATE OF INDIANA            )  
  )SS:  
COUNTY OF MONROE        )

AFFIDAVIT

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

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

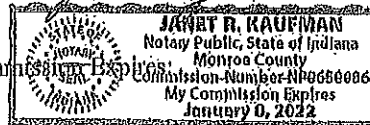
*Brian Obery*  
Signature  
BRIAN OBERY  
Printed Name

STATE OF INDIANA            )  
  )SS:  
COUNTY OF Monroe        )

Before me, a Notary Public in and for said County and State, personally appeared Brian Obery and acknowledged the execution of the foregoing this 27<sup>th</sup> day of January, 2021.

*Janet R. Kaufman*  
Notary Public's Signature

My Commission Expires



Janet R. Kaufman  
Printed Name of Notary Public

County of Residence: Monroe

EXHIBIT E

~~EXHIBIT D~~

STATE OF INDIANA )  
 ) SS:  
COUNTY OF MONROE )

NON-COLLUSION AFFIDAVIT

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

OATH AND AFFIRMATION

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

Dated this 27th day of January, 2021.

Contractor

By: BRIAN OBERY

[Signature]

STATE OF Indiana )  
 ) SS:  
COUNTY OF MONROE )

Before me, a Notary Public in and for said County and State, personally appeared Brian Obery and acknowledged the execution of the foregoing this 27th day of January, 2021.

[Signature]  
Notary Public's Signature

My Commission Expires:



Janet H. Kaufman  
Printed Name of Notary Public

County of Residence: MONROE

EXHIBIT F

7

2021 Mowing Quote Form- Alternate Locations

Location	Cost Per Mowing Cycle
4th Street & Dunn Street Parking Lot	= \$ 50.00
6th Street & Lincoln Street	= \$ 50.00
7th Street & Morton Street	= \$ 50.00
College Mall Road & Moores Pike (NE Corner)	= \$ 70.00
Dodds Street Triangle Median Islands (2)	= \$ 60.00
Kirkwood Avenue & North Adams Street (SW corner)	= \$ 150.00
McDoel Gardens	= \$ 70.00
Patterson Drive	= \$ 85.00
Polly Grimshaw Trail	= \$ 100.00
South Sare Road and East Rhorer Road, NE corner	= \$ 85.00
South Sare Road Medians (6)	= \$ 150.00
South Sare Road (Eastside Wall)	= \$ 50.00
South Sare Road (West Side Hill)	= \$ 50.00
SR 46 Median Islands	= \$ 75.00
West 8th Street, Adams Street, & Vernal Pike	= \$ 50.00
Winslow Road, Rogers Road, High Street Round-A-Bout	= \$ 200.00
<b>Total cost of all locations per mowing cycle</b>	= \$
Multiply by 26 (average number of cycles per year)	X 26 <u>1345.00</u>
<b>Total Average Yearly Cost</b>	= \$ <u>34,970.00</u>

Please Remember:

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

Name of Company: GREEN DRAGON LAWN CARE

Signature of Responsible Party: *[Signature]*

Printed Name of Responsible Party: BRIAN OBERV

Date: 1/30/21

**Contact Information**  
 Address: 8470 S. FAIRFAX RD  
 City: Bloomington  
 State & ZIP: IN 47408  
 Phone #1: 812-824-5619  
 Phone #2:  
 Email: BRIAN@GREENDRAGONLAWNCARE.COM

**Reminder!**  
 An approved affirmative action plan must be on file with the City of Bloomington prior to submitting quote.  
 The following must be submitted with Quote:  
 1. Proof of insurance, or proof of ability to obtain insurance.  
 2. List of mowing equipment inventory  
 3. Two or more references  
 4. Provide details of experience in the Lawn Care business.





## STAFF REPORT

Agenda Item: C-10

Date: 1/18/2023

Administrator  
Review\Approval  
PM

**TO:** Board of Park Commissioners  
**FROM:** Tim Street, Operations and Development Division Director  
**DATE:** **January 24, 2023**  
**SUBJECT:** **PARK POLICY UPDATES FOR MULTI-USE TRAIL OPERATIONS**

### Recommendation

Staff recommends approval of a new policy into the Parks Policy Manual:

- 13210 – Multi-Use Trail Design & Operations Policy (new)

### Background

Multi-Use Trail Policy 13210 has been added to reflect the Parks department's obligation and commitment to using professional engineers in the design of trails, as well as collaborating with the City Engineer (or their designee) on trail closures. It specifies when trail closures will be brought before the Board of Park Commissioners in the future for approval. The policy has been revised since its review by the Board of Park Commissioners in November 2022.

**RESPECTFULLY SUBMITTED,**

A handwritten signature in black ink that reads "Tim Street". The signature is written in a cursive, flowing style.

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Tim Street, Operations and Development Division Director



## **Parks & Facilities Policies**

### **Multi-Use Trail Design & Operations– 13210**

**Date: November 15, 2022**

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#### **POLICY RE:** Multi-Use Trail Design & Operations

The Parks and Recreation Department operates dozens of miles of trails throughout the City of Bloomington, ranging from small hiking trails to the B-Line trail. Multi-Use Trails are generally hard-surface paths that do not follow roads that are designed and maintained to provide both transportation and recreation opportunities for users. These trails have varying degrees of transportation importance.

**Class I Trails:** serve an important transportation function and have few or no similar alternative routes.

- B-Line Trail
- Jackson Creek Trail
- Rail Trail
- Power Line Trail (when complete)

**Class II Trails:** serve a transportation function, but are not critical connectors and have similar alternative routes.

- B-Line Broadview Access Trail
- B-Link Trail
- Bryan Park (E-W Allen Greenway connector and N-S trail that functions as sidewalk).
- Clear Creek Trail
- Polly Grimshaw Trail
- Cascades Trail & Path System
- Southeast Trail

**Class III Trails:** function mostly as recreation facilities and have less importance as transportation facilities.

- Loop trails (RCA, Butler Park, Olcott Park, Winslow Sports, remainder of Bryan Park loop trail)
- The Mill Trail
- Creek's Edge Trail
- All soft-surface and hiking trails
- Small connector trails in Parks

#### **Professional Engineering**

Parks shall work with professional engineers when designing trails by hiring an outside engineering firm or by consulting on decisions with the City Engineer or their designee. The City Engineer or their designee shall be consulted on operational questions for trails that pertain to transportation design, including but not limited to: road crossings, temporary closures, pavement markings, and traffic signage.



# CITY OF BLOOMINGTON

Parks and Recreation

## **Parks & Facilities Policies Multi-Use Trail Design & Operations– 13210**

**Date: November 15, 2022**

### **Temporary Closures**

Trail closures shall be approved according to the chart below, unless an emergency dictates an immediate closure. Third parties wishing to close a portion or all of a trail will work with Parks and Recreation staff members to get approval for closures in accordance with this policy. When full trail closures occur on Class I trails, users should be provided with a convenient and accessible path that replicates as nearly as practicable the most desirable characteristics of the existing facility (Indiana Manual on Uniform Traffic Control Devices [“MUTCD”] §6D.01.07.C). Many trails lack similar alternative routes, but temporary traffic control plans will be determined and approved in collaboration with the City Engineer or their designee. Temporary closures shall be marked with MUTCD-compliant signage in accordance with Bloomington Municipal Code §12.08.100.

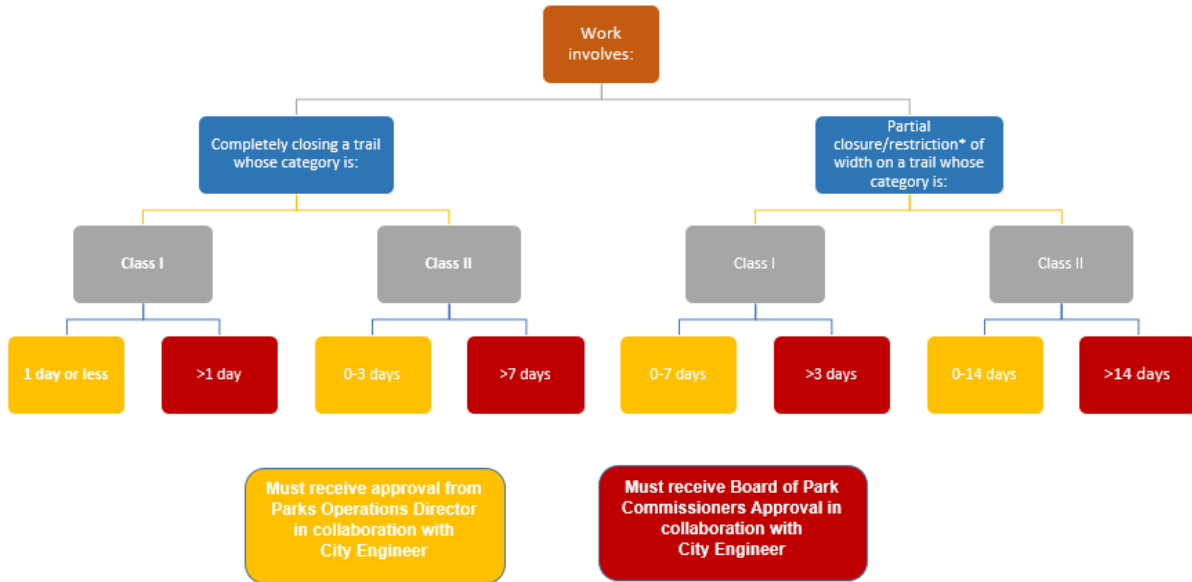
### **Emergency Closures**

An emergency closure of a Class I trail shall be done so as to provide users with a convenient and accessible path that replicates as nearly as practicable the most desirable characteristics of the existing facility and may be executed without first obtaining the approvals designated in the chart below. An emergency is defined as a sudden and unexpected circumstance that, if left uncorrected, will cause serious damage to property or jeopardize the safety and health of persons. Parks and Recreation staff shall be immediately notified of any emergency trail closure (in no circumstance shall Parks and Recreation staff be notified of an emergency later than one business day after the closure). Parks and Recreation staff shall then follow the steps outlined in this policy and, if such action is warranted per the chart below, place the closure on the next scheduled Board of Park Commissioners' agenda for consideration.



**Parks & Facilities Policies**  
**Multi-Use Trail Design & Operations– 13210**

**Date: November 15, 2022**



*\* In accordance with ADA guidelines, at least a 5-ft wide section of trail must remain open during partial closures.*



## STAFF REPORT

Agenda Item: D-1  
Date: 1/18/2023

Administrator  
Review\Approval  
PM

**TO:** Board of Park Commissioners  
**FROM:** Mark Sterner  
**DATE:** January 24, 2023  
**SUBJECT:** INTRODUCE BLOOMINGTON PICKLEBALL CLUB

### **Recommendation**

Staff would like to introduce newly established Bloomington Pickleball Club to the Park Board members.

### **Background**

The Bloomington Pickleball Club was formed in October 2022. The mission statement is “We aim to provide a positive and accessible experience to our entire community!” There are about 30-40 active members in the club.

**RESPECTFULLY SUBMITTED,**

A handwritten signature in black ink, appearing to read "Mark Sterner". The signature is written in a cursive, flowing style.

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Mark Sterner, General Manager, Sports



## STAFF REPORT

Agenda Item: D-3 Date: 1/18/2023
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Administrator Review\Approval PM
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**TO:** Board of Park Commissioners  
**FROM:** Joanna Sparks, Urban Greenspace Manager  
**DATE:** January 24, 2022  
**SUBJECT:** URBAN GREENSPACE 2022 VOLUNTEER REPORT

### Background

The presentation provides an overview of the Urban Greenspace area's community outreach accomplishments in 2022. It includes information on our volunteer ecological management activities on Park's properties, i.e. Weed Wrangles, the Adopt-a-Greenspace program, and more.

**RESPECTFULLY SUBMITTED,**

*Joanna Sparks*

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Joanna Sparks, Urban Greenspace Manager